

October 21, 2022

TO: Members of the Board of Directors

Victor Rey, Jr. – President
Regina M. Gage – Vice President
Juan Cabrera – Secretary
Richard Turner – Treasurer
Joel Hernandez Laguna – Assistant Treasurer

Legal Counsel

Ottone Leach & Ray LLP

News Media

Salinas Californian
El Sol
Monterey County Herald
Monterey County Weekly
KION-TV
KSBW-TV/ABC Central Coast
KSMS/Entravision-TV

The Regular Meeting of the **BOARD OF DIRECTORS OF THE SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM** will be held **THURSDAY, OCTOBER 27, 2022**, at **3:00 P.M.**, in the **DOWNING RESOURCE CENTER, ROOMS A, B & C** at **SALINAS VALLEY MEMORIAL HOSPITAL, 450 E. ROMIE LANE, SALINAS, CALIFORNIA**, or by **TELECONFERENCE (Visit svmh.com/virtualboardmeeting for Access Information)**.

Pursuant to SVMHS Board Resolution No. 2022-13, Assembly Bill 361, and guidance from the Monterey County Health Department in response to concerns regarding COVID-19, Board Members of Salinas Valley Memorial Healthcare System, a local health care district, are permitted to participate in this duly noticed public meeting via teleconference and certain requirements of The Brown Act are suspended.



Pete Delgado
President/Chief Executive Officer

**REGULAR MEETING OF THE BOARD OF DIRECTORS
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM**

**THURSDAY, OCTOBER 27, 2022, 3:00 P.M.
DOWNING RESOURCE CENTER, ROOMS A, B & C
SALINAS VALLEY MEMORIAL HOSPITAL
450 E. ROMIE LANE, SALINAS, CALIFORNIA
or via TELECONFERENCE**

(Visit svmh.com/virtualboardmeeting for Access Information)

Pursuant to SVMHS Board Resolution No. 2022-13, Assembly Bill 361, and guidance from the Monterey County Health Department in response to concerns regarding COVID-19, Board Members of Salinas Valley Memorial Healthcare System, a local health care district, are permitted to participate in this duly noticed public meeting via teleconference and certain requirements of The Brown Act are suspended.

AGENDA

- | | |
|---|---|
| I. CALL TO ORDER / ROLL CALL | <i>Presented By
Victor Rey, Jr.</i> |
| II. PRESENTATION ON PROPOSED 2022/2023 REVENUE BONDS | <i>Augustine
Lopez</i> |
| 1. Description of Project Scope for Phase 1 (Construction of Parking Garage Annex and Seismic Improvements) and Phase 2. | |
| 2. Plan of Financing and Bond Structure | |
| III. CLOSED SESSION <i>(See Attached Closed Session Sheet Information)</i> | <i>Victor Rey, Jr.</i> |
| IV. RECONVENE OPEN SESSION/CLOSED SESSION REPORT
<i>(Estimated time 5:00 pm)</i> | <i>Victor Rey, Jr.</i> |
| V. CONSIDERATION OF APPROVAL – 2022/2023 REVENUE BONDS | <i>Augustine
Lopez / District
Legal Counsel</i> |
| 1. Adoption of Ordinance No. 2022- 01 Pursuant to California Health and Safety Code Section § 32320 and § 32321 | |
| 2. Approval of Resolution No. 2022-14 Pursuant to California Health and Safety Code Section § 32316 and § 32317 | |
| ▪ Report by Chief Financial Officer / District Legal Counsel | |
| ▪ Questions to District Legal Counsel/Staff | |
| ▪ Public Comment | |
| ▪ Board Discussion/Deliberation | |
| ▪ Motion/Second | |
| ▪ Action by Board/Roll Call Vote | |
| VI. REPORT FROM THE PRESIDENT/CHIEF EXECUTIVE OFFICER | <i>Pete Delgado</i> |
| VII. PUBLIC INPUT | <i>Victor Rey, Jr.</i> |
| This opportunity is provided for members of the public to make a brief statement, not to exceed three (3) minutes, on issues or concerns within the jurisdiction of this District Board which are not otherwise covered under an item on this agenda. | |
| VIII. BOARD MEMBER COMMENTS | <i>Board Members</i> |

IX. CONSENT AGENDA - GENERAL BUSINESS

Victor Rey, Jr.

(Board Member may pull an item from the Consent Agenda for discussion.)

- A. Minutes of September 22, 2022 for the Regular Meeting of the Board of Directors
- B. Financial Report
- C. Statistical Report
 - Board President Report
 - Questions to Board President/Staff
 - Public Comment
 - Board Discussion/Deliberation
 - Motion/Second
 - Action by Board/Roll Call Vote

X. REPORTS ON STANDING AND SPECIAL COMMITTEES

A. Quality and Efficient Practices Committee

Juan Cabrera

Minutes of the October 24, 2022 Quality and Efficient Practices Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any.

B. Finance Committee

Richard Turner

Minutes of the October 24, 2022 Finance Committee meeting have been provided to the Board for their review. The following recommendations have been made to the Board:

1. Consider Recommendation for Board of Directors Approval and Award the Bulk Oxygen Supply Agreement to Messer LLC, a Delaware Limited Liability Company.
 - Committee Chair Report
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote

2. Consider Recommendation for Board Approval of the Fifth Amendment to Lease Agreement between Salinas Valley Memorial Healthcare System (“Lessee”) and Work Street Partners L.P., (“Lessor”) for Medical Records warehouse space located at 590 Work Street, Salinas, CA.
 - Committee Chair Report
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote

3. Consider Recommendation for Board Approval of Lease Agreement Renewal for 1033 Los Palos Drive, Salinas, CA. Between SVMHS (Tennant) and Steven G. Johnson, M.D. (Landlord).
 - Committee Chair Report
 - Questions to Committee Chair/Staff
 - Motion/Second
 - Public Comment
 - Board Discussion/Deliberation
 - Action by Board/Roll Call Vote

C. **Personnel, Pension and Investment Committee**

Regina M. Gage

Minutes of the October 25, 2022 Personnel, Pension and Investment Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any. The following recommendations have been made to the Board:

1. Consider Recommendation for Board Approval of (i) the Findings Supporting Recruitment of Rikin Kadakia, MD, (ii) the Contract Terms for Dr. Kadakia's Recruitment Agreement, and (iii) the Contract Terms for Dr. Kadakia's Cardiology Professional Services Agreement.
 - Staff Report
 - Committee Questions to Staff
 - Public Comment
 - Committee Discussion/Deliberation
 - Motion/Second
 - Action by Committee/Roll Call Vote
2. Consider Recommendation for Board Approval of Findings Supporting Recruitment of Internal Medicine Physicians, and Approval of Contract Terms for Hospitalist Services with Salinas Valley Medical Clinic.
 - Staff Report
 - Committee Questions to Staff
 - Public Comment
 - Committee Discussion/Deliberation
 - Motion/Second
 - Action by Committee/Roll Call Vote

- D. Transformation, Strategic Planning and Governance Committee** *Joel Hernandez
Laguna*
Minutes of the October 26, 2022 Transformation, Strategic Planning Governance Committee meeting have been provided to the Board for their review. Additional Report from Committee Chair, if any. The following recommendation has been made to the Board:
1. Consider Recommendation for Board Approval of Appointment of Subject Matter Expert to the Community Advocacy Committee.
 - Staff Report
 - Committee Questions to Staff
 - Public Comment
 - Committee Discussion/Deliberation
 - Motion/Second
 - Action by Committee / Roll Call Vote
- XI. Report on Behalf of the Medical Executive Committee (MEC) Meeting of October 13, 2022, and Recommendations for Board Approval of the following:** *Theodore Kaczmar, MD*
- A. Reports
 1. Credentials Committee Report
 2. Interdisciplinary Practice Committee Report
 - Questions to Chief of Staff
 - Public Comment
 - Board Discussion/Deliberation
 - Motion/Second
 - Action by Board/Roll Call Vote
- XII. Consider Board Resolution No. 2022-15 Amending the District Conflict of Interest Code.** *District Legal Counsel*
- Report by District Legal Counsel
 - Questions to District Legal Counsel/Staff
 - Public Comment
 - Board Discussion/Deliberation
 - Motion/Second
 - Action by Board/Roll Call Vote
- XIII. Consider Board Resolution No. 2022-16 Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor’s State of Emergency Declaration March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period October 31, 2022 to November 30, 2022** *District Legal Counsel*
- Report by District Legal Counsel
 - Questions to District Legal Counsel/Staff
 - Public Comment
 - Board Discussion/Deliberation
 - Motion/Second
 - Action by Board/Roll Call Vote
- XIV. EXTENDED CLOSED SESSION (if necessary)** *Victor Rey, Jr.*

XV. ADJOURNMENT

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, November 17, 2022, at 4:00 p.m.**

The complete Board packet including subsequently distributed materials and presentations is available at the Board Meeting and in the Human Resources Department of the District. All items appearing on the agenda are subject to action by the Board. Staff and Committee recommendations are subject to change by the Board.

Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Clerk during regular business hours at 831-755-0741. Notification received 48 hours before the meeting will enable the District to make reasonable accommodations.

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM BOARD OF DIRECTORS

AGENDA FOR CLOSED SESSION

Pursuant to California Government Code Section 54954.2 and 54954.5, the board agenda may describe closed session agenda items as provided below. No legislative body or elected official shall be in violation of Section 54954.2 or 54956 if the closed session items are described in substantial compliance with Section 54954.5 of the Government Code.

CLOSED SESSION AGENDA ITEMS

REPORT INVOLVING TRADE SECRET

(Government Code §37606 & Health and Safety Code § 32106)

Discussion will concern: (Specify whether discussion will concern proposed new service, program, or facility):
Trade Secret, Strategic Planning, Proposed New Programs and Services

Estimated date of public disclosure: (Specify month and year): Unknown

CONFERENCE WITH LABOR NEGOTIATOR

(Government Code §54957.6)

Agency designated representative: (Specify name of designated representatives attending the closed session):
Pete Delgado

Employee organization: (Specify name of organization representing employee or employees in question):
National Union of Healthcare Workers, California Nurses Association, Local 39, ESC Local 20, or

Unrepresented employee: (Specify position title of unrepresented employee who is the subject of the negotiations):

HEARINGS/REPORTS

(Government Code §37624.3 & Health and Safety Code §1461, §32155)

Subject matter: (Specify whether testimony/deliberation will concern staff privileges, report of medical audit committee, hospital internal audit report, or report of quality assurance committee):

1. Report of the Medical Staff Quality and Safety Committee
2. Report of the Medical Staff Credentials Committee
3. Report of the Medical Staff Interdisciplinary Practice Committee

ADJOURN TO OPEN SESSION

CALL TO ORDER/ROLL CALL

(VICTOR REY, JR.)

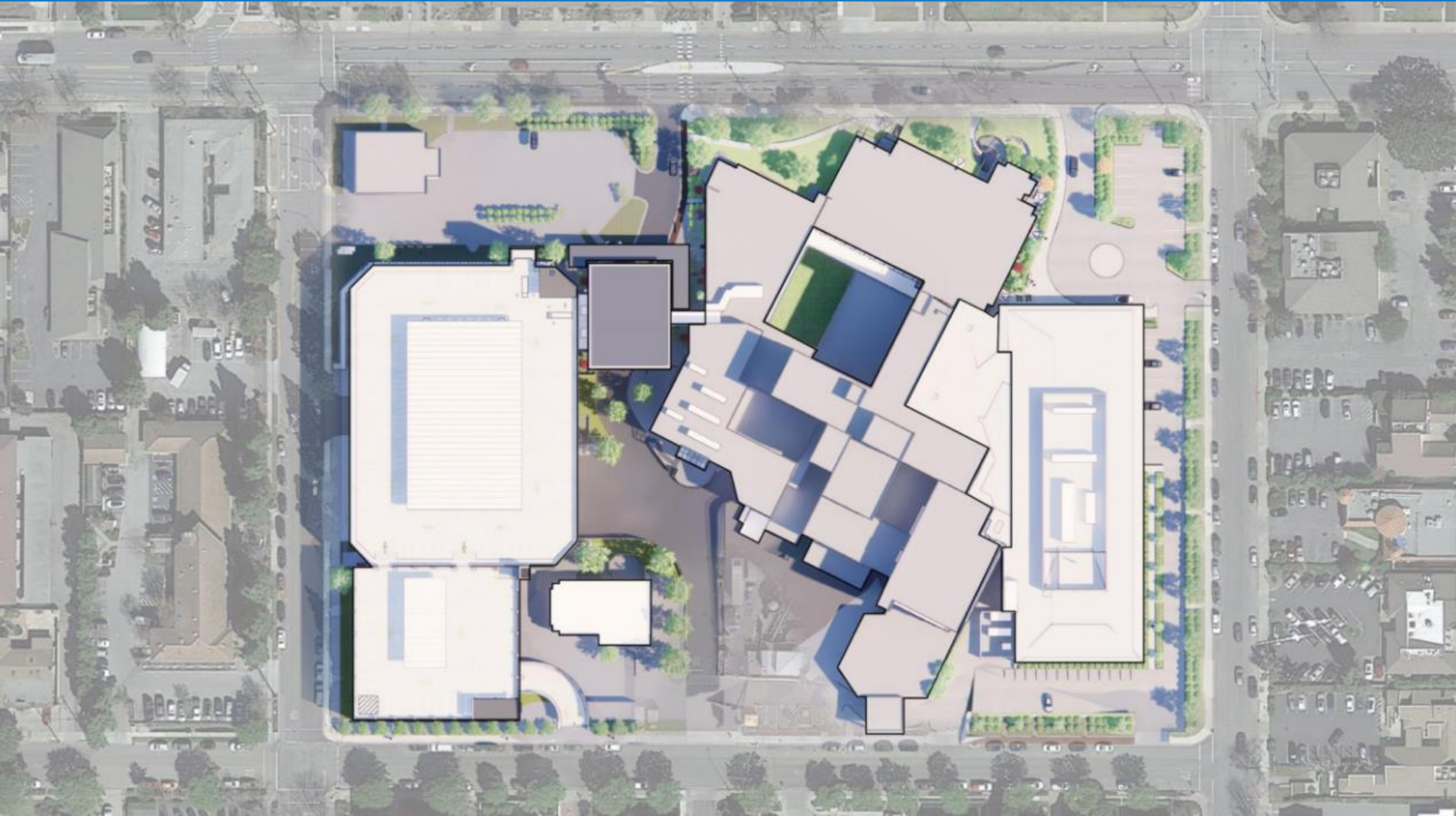


HOSPITAL CAMPUS MASTER PLAN UPDATE

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

OCTOBER 12, 2022

HOSPITAL CAMPUS – PROPOSED SITE CONFIGURATION





Funding Phase 1

EXECUTIVE
SUMMARY

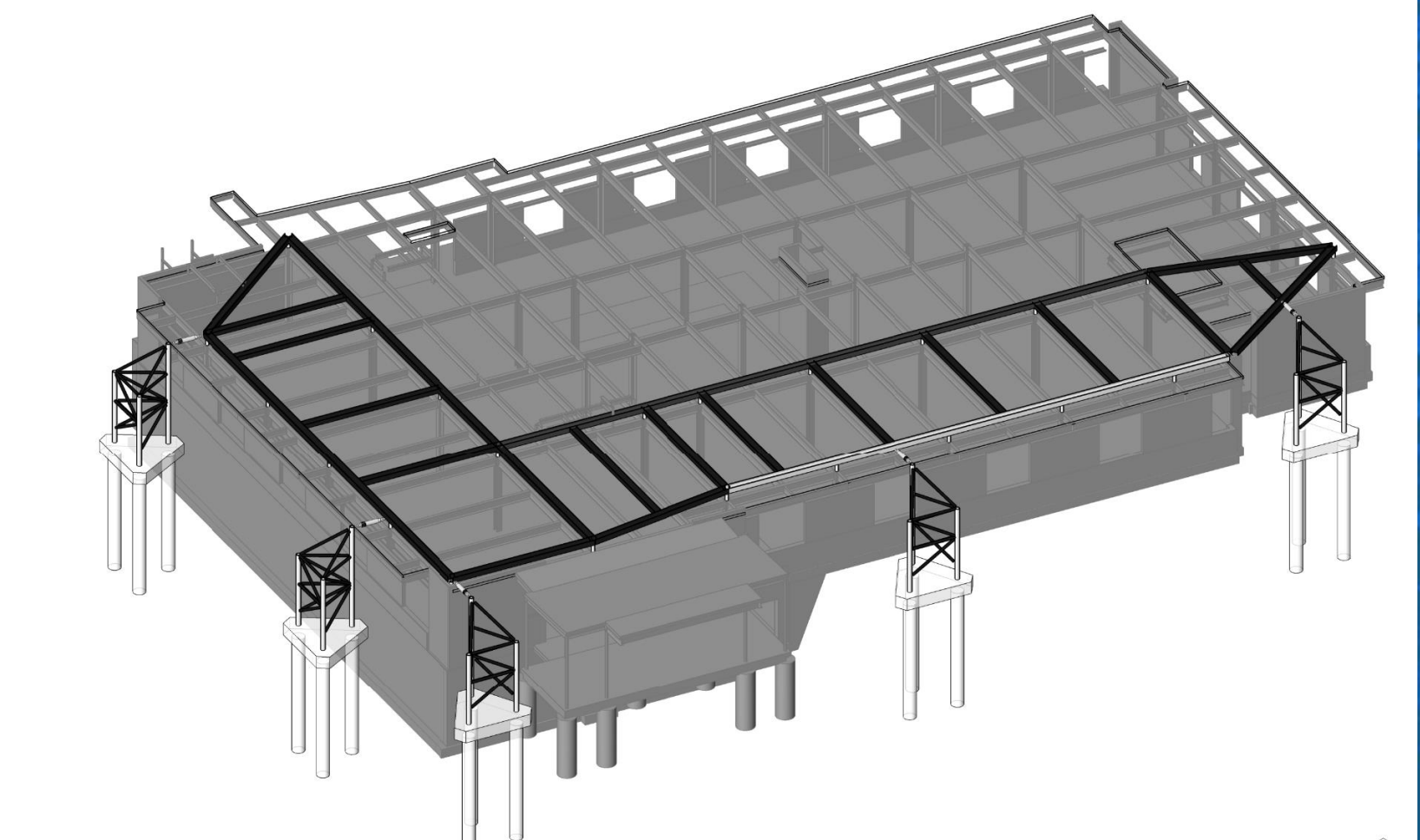
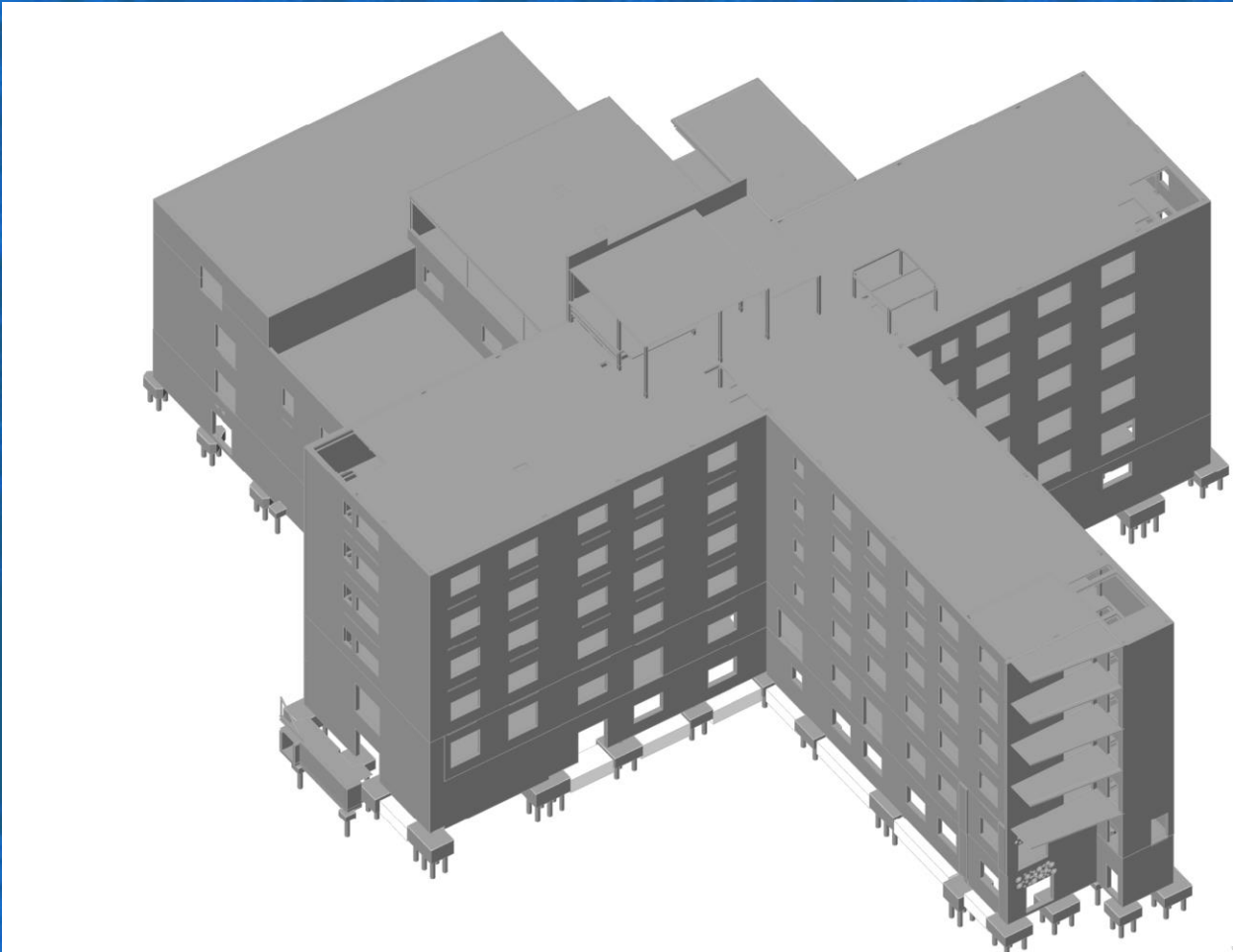
DRC PARKING GARAGE ANNEX

The parking garage annex is under construction. Waste management relocation and infrastructure relocations completed in July 2022. Net additional parking in annex will be 166 spaces for a total parking count of 487. Basement tenant improvement of 13,000 square feet of office space is currently in review with City of Salinas building department.

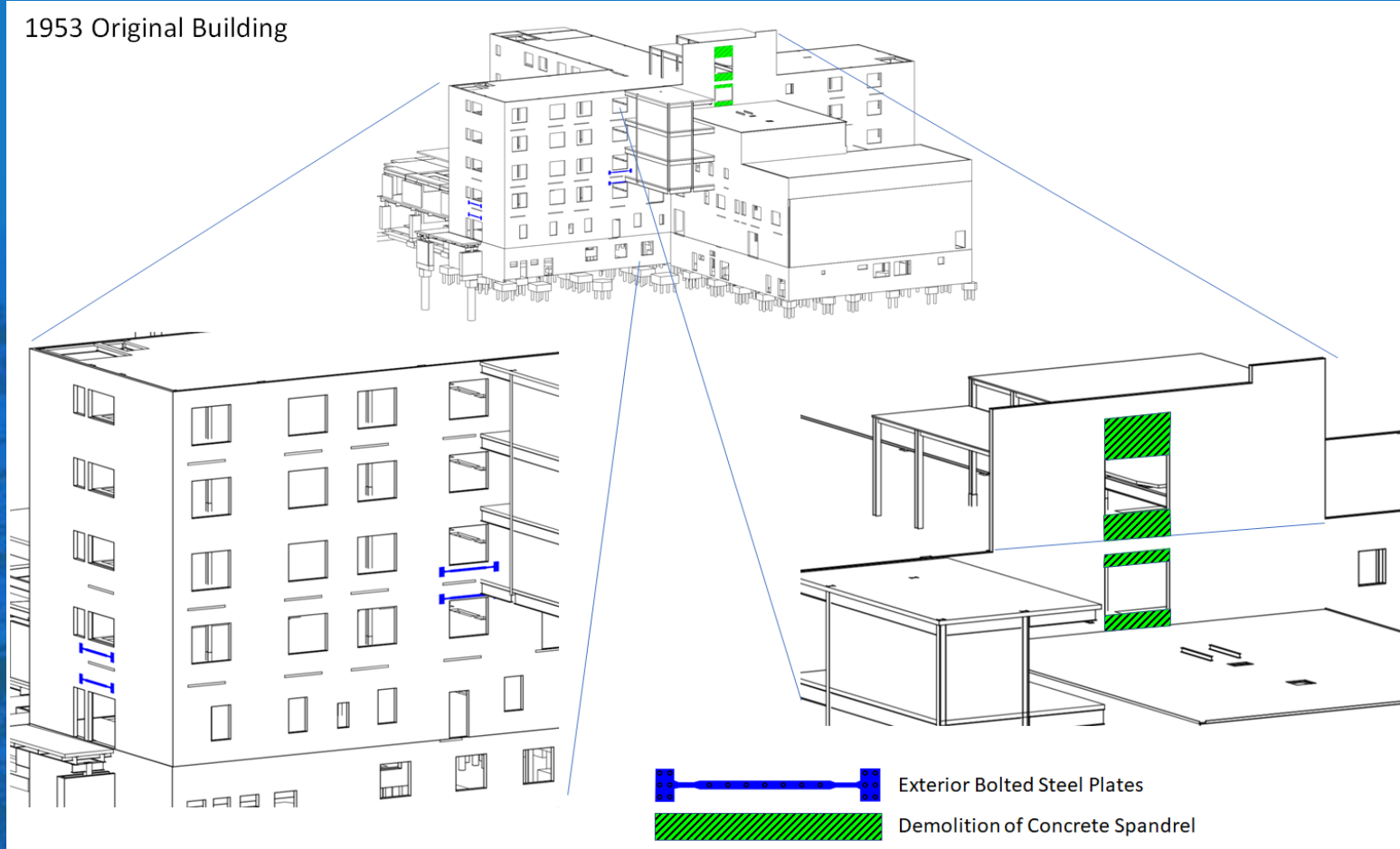


SEISMIC UPGRADE: SPC-4D COMPLIANCE

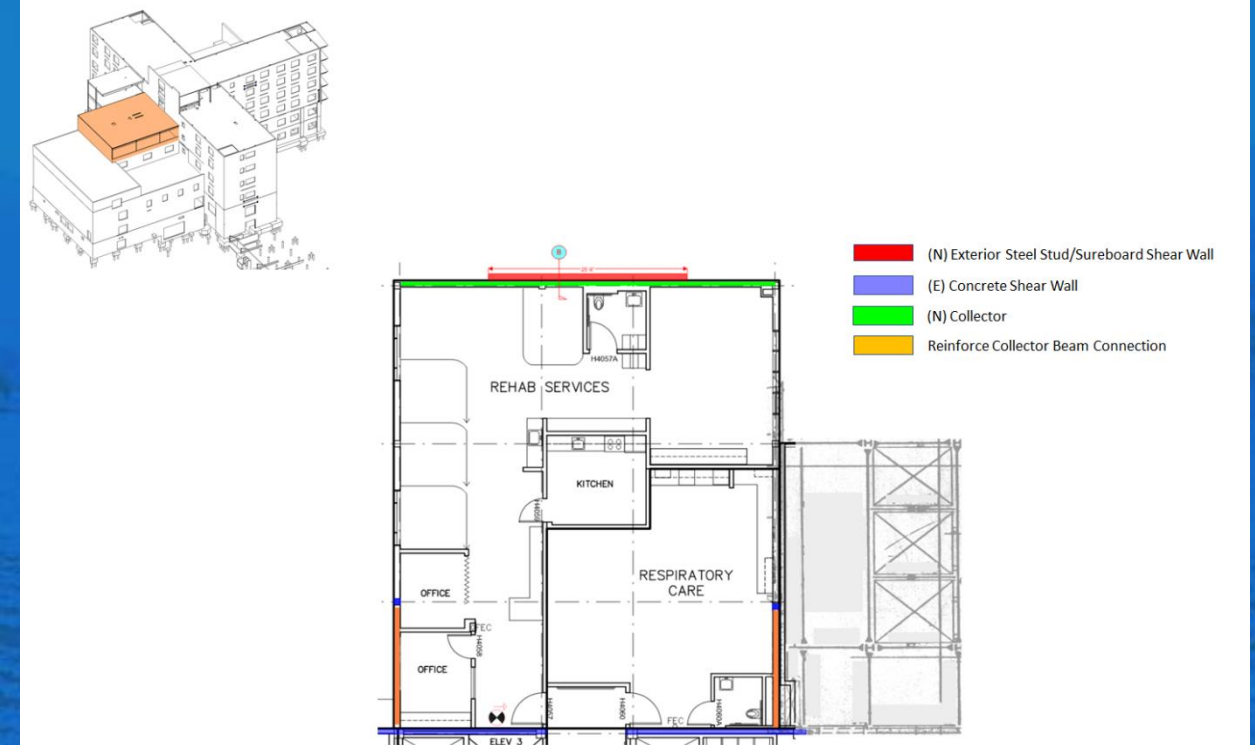
In response to the general outcry for less costly compliance route, and armed with better digital/computational tools, OSHPD enacted in January 2017, the performance analysis method, SPC-4D, as a valid approach to proving seismic compliance of existing buildings. JAMA has been instrumental in working with OSHPD to codify the approach for review and analysis and has been working on modeling the performance of SVMHS buildings for the better part of a year. Building 1 retrofit is primarily achieved through structural plates for additional reinforcement. For Building 2, antenna buttresses and roof top members are proposed to strengthen the building. In addition to the above, JAMA is also reviewing the seismic joint between building 1 and 2 and their adjoining neighbors and interior egress corridor partition construction assemblies, per OSHPD's request.



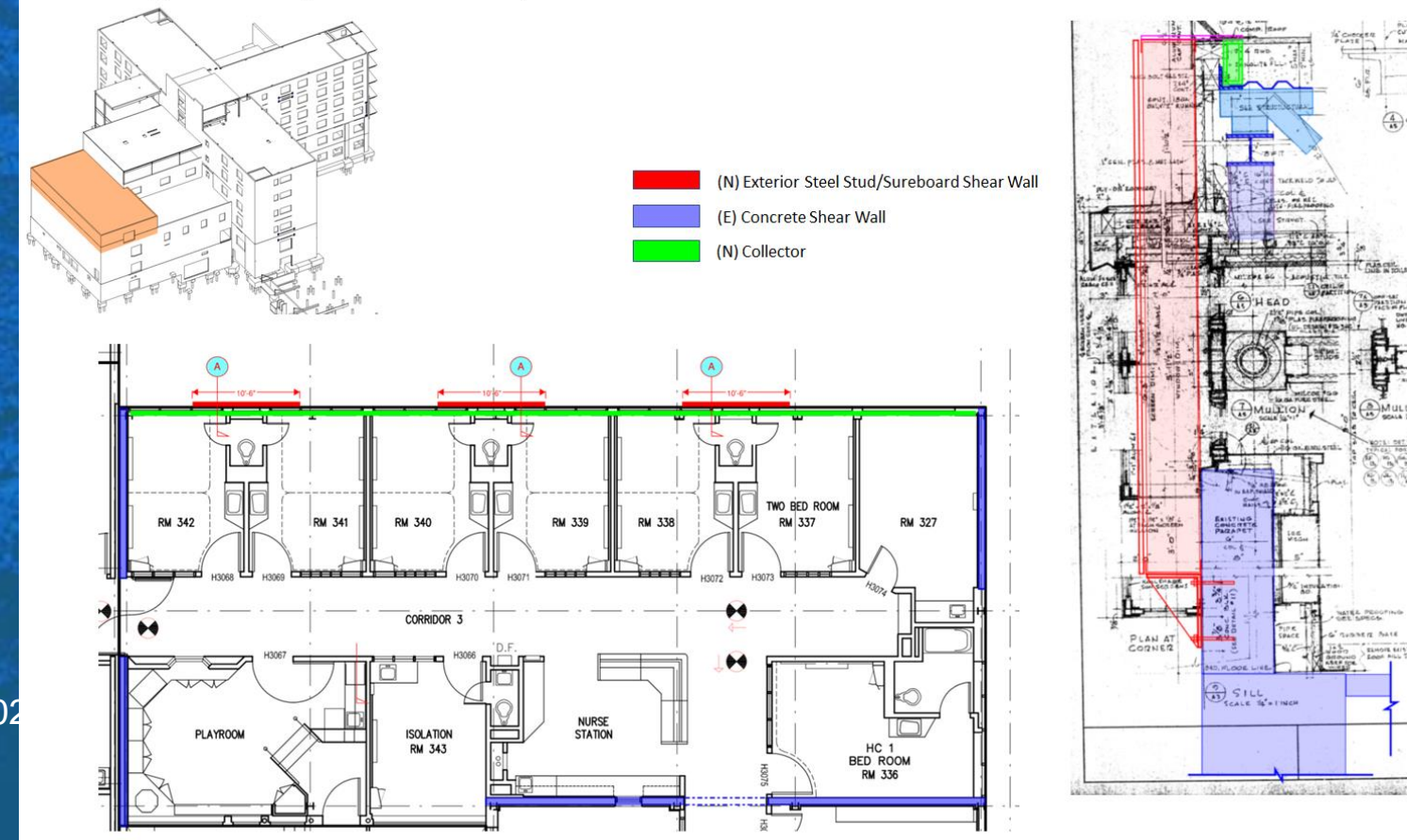
SEISMIC UPGRADE: BUILDING 1, 1960 + 1970 ADDITIONS



1953 Original Building – 1970 Addition, 4th Floor



1953 Original Building – 1960 Addition, 3rd Floor

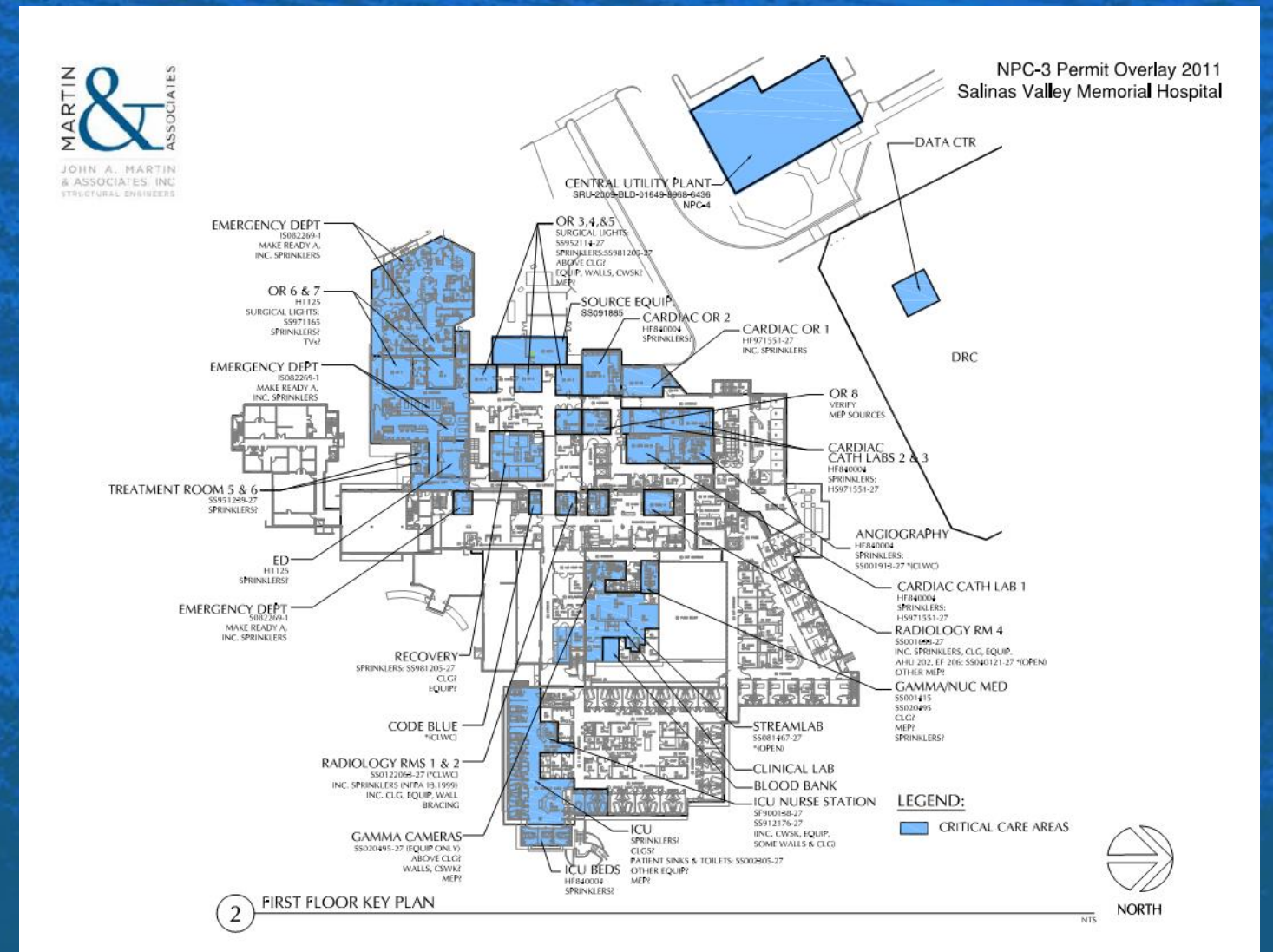


PROGRESS UPDATE

1. Geotechnical/Geohazard Reports **(Complete)**
2. Material Testing Program + Construction Documents **(Complete)**
3. Condition Assessment Program **(Complete)**
4. SPC 4D Evaluation + Retrofit Scope SCU Review **(90-Day Review in Process)**
5. SPC 4D RETROFIT CDs & Construction BSS Review – (Anticipated BSS Approval + Permit 2022)

SEISMIC UPGRADE: NPC-4, NPC-4D & NPC-5 COMPLIANCE

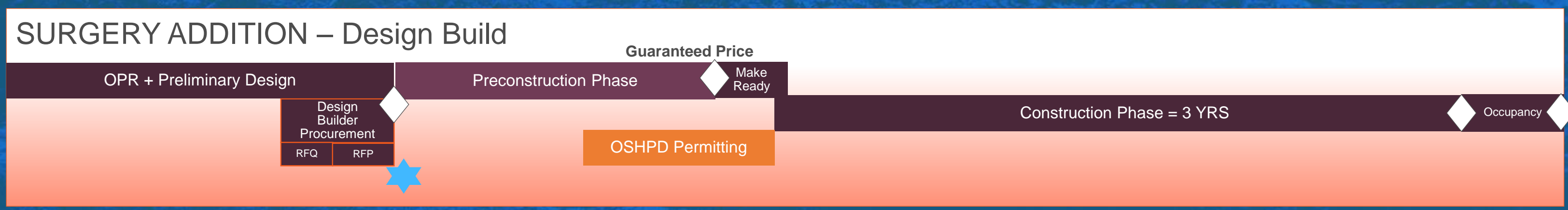
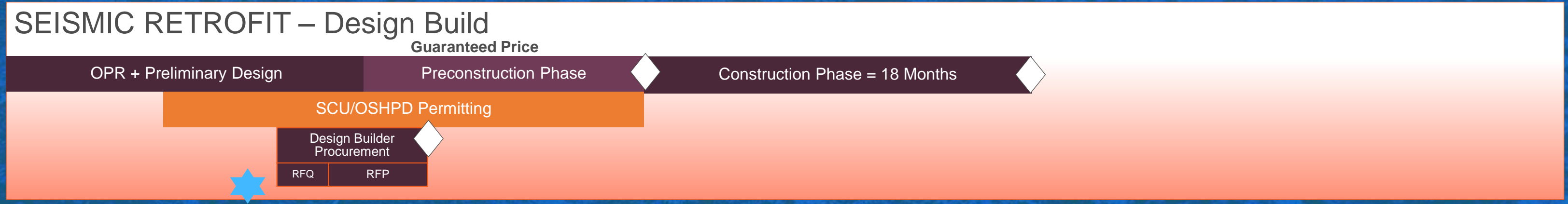
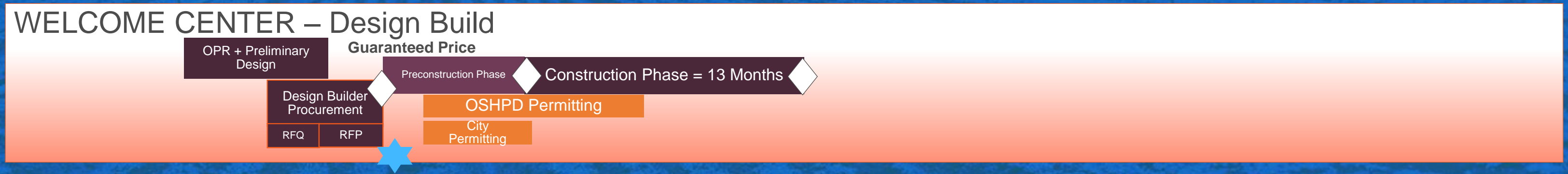
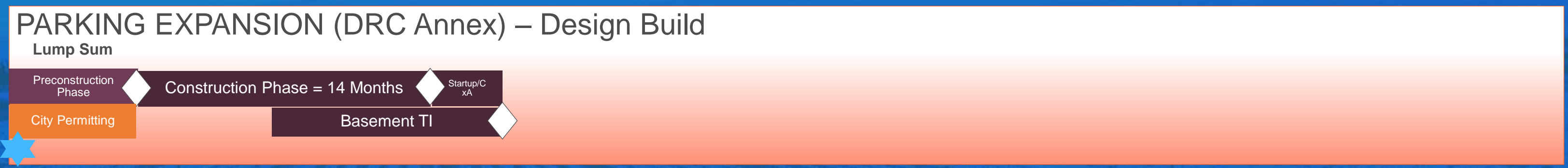
The non-structural performance scope is limited to critical areas that have not yet been completed and the underground storage tanks for potable water and sewer tanks for continued operations during emergencies. NPC4d compliance of noncritical care areas will be targeted with operational plans for compliance. Documentation of historical projects that have been constructed to code and existing above-ceiling inventory activities to commence during preconstruction activities ahead of the design-builder on-boarding. State law requires inventory/evaluation plan be submitted before Jan 1, 2024 and a plan set submitted by Jan 1, 2026 and building permit issued by Jan 1, 2028.



SVMHS Master Plan: Design, Construction and Permitting

★ CEQA APPROVAL

DRAFT, Last Revised 9/28/2022



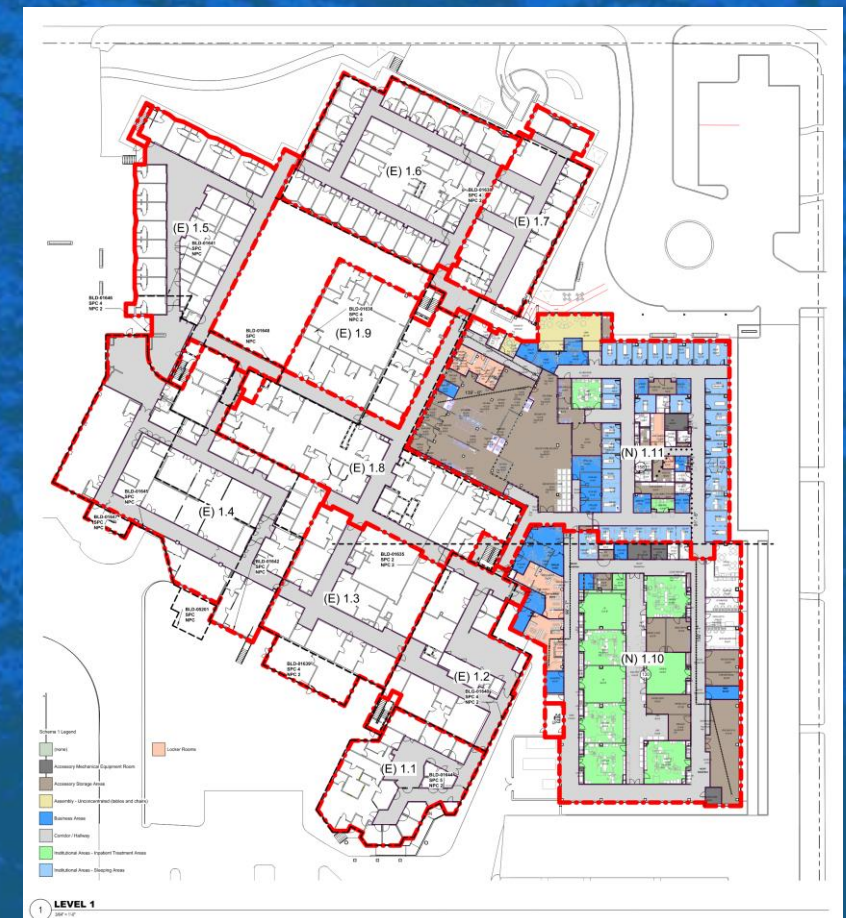
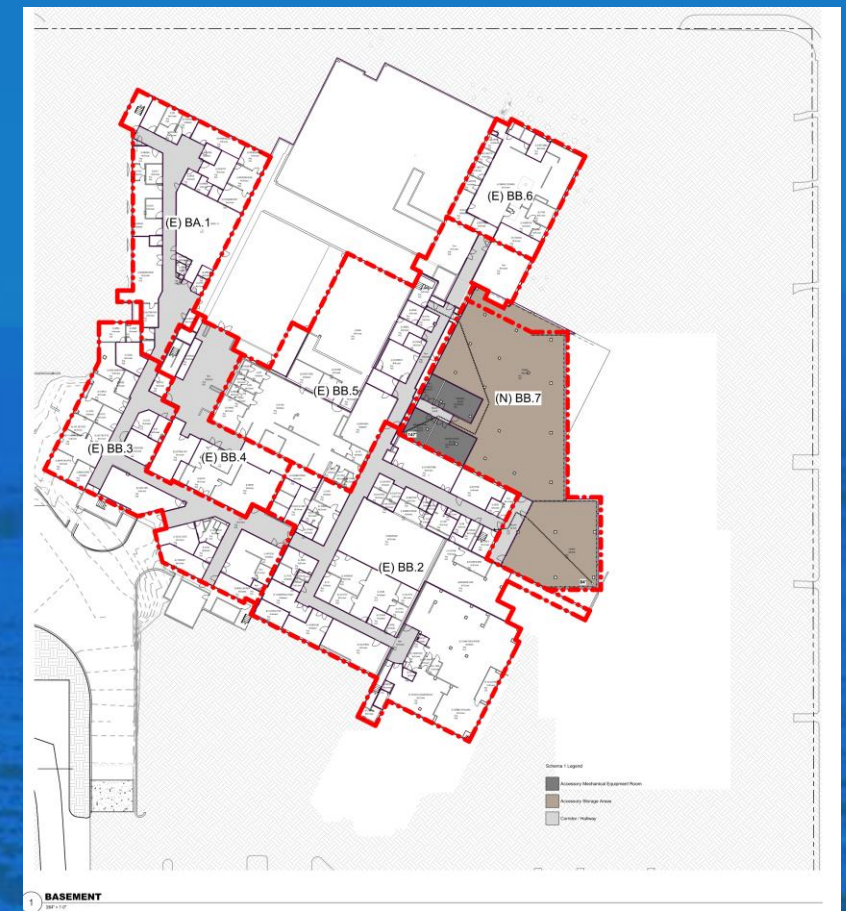


Funding Phase 2

EXECUTIVE
SUMMARY

SURGERY ADDITION: PLAN VIEW

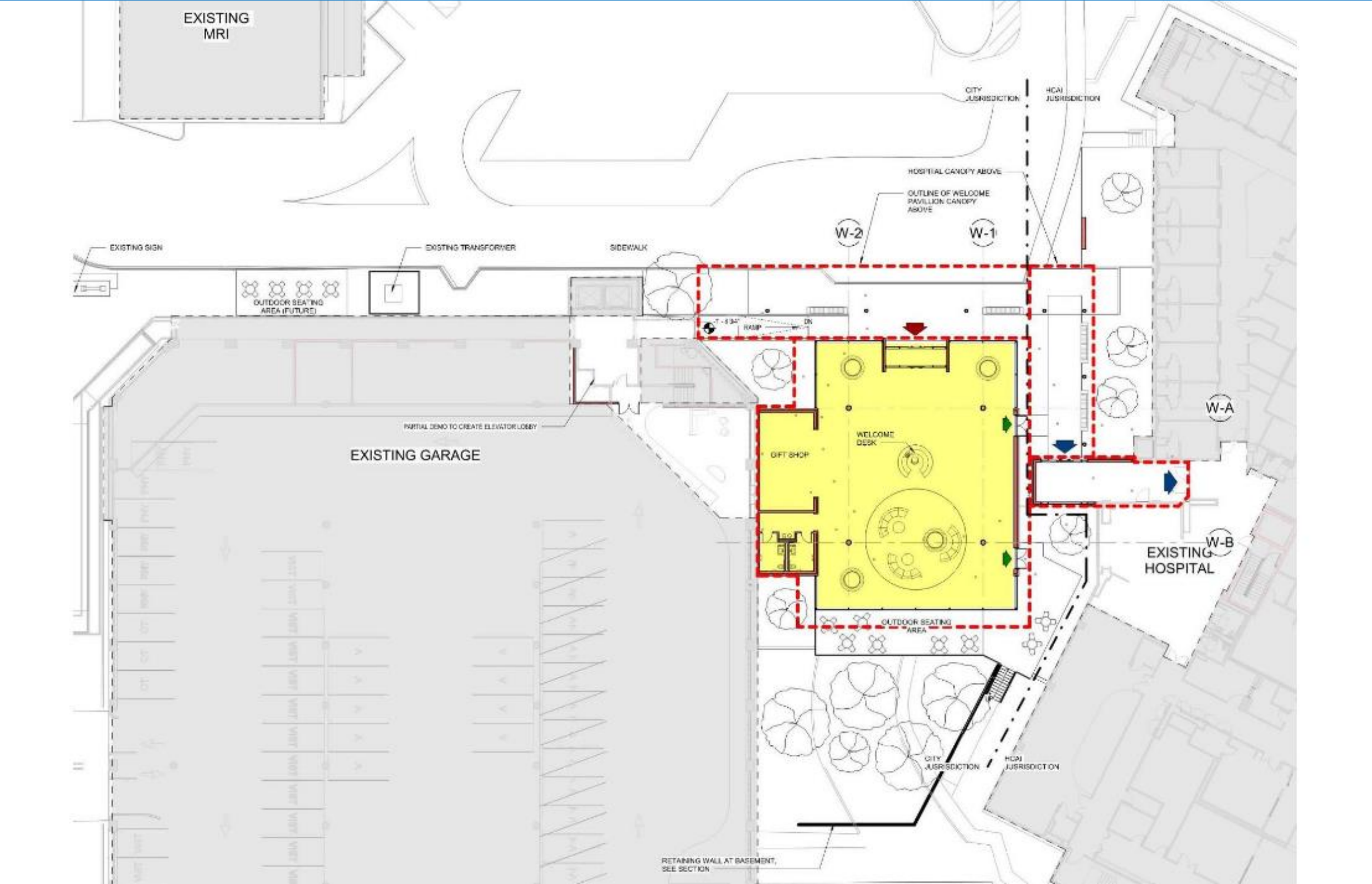
The surgical expansion is a one story with a basement. At the basement level, there are 11,800 square feet of mechanical and electrical support and general. The first floor is 42,300 square feet and includes 8 operating rooms (3 general, 2 cardiovascular, 2 orthopedic, and 1 robotic operating rooms); 12 post-anesthesia care unit bays; 21 pre-post bays; 2 Endoscopy rooms and the supporting areas; complete sterile processing department; surgical support; ambulatory entry to support same-day surgery and imaging functions. The building includes a new ambulatory entry drop-off and a new hospital entry canopy.



SURGERY ADDITION: LOS PALOS/ROMIE PERSPECTIVE



WELCOME CENTER: PLAN VIEW



WELCOME CENTER: ROMIE PERSPECTIVE



SURGERY ADDITION: MEP INFRASTRUCTURE FOR ADDITION ONLY

SURGERY EXPANSION SCOPE EXECUTIVE SUMMARY:

The surgery addition will be independently served for MEP services and will only rely on shared hospital resources for bulk oxygen, data, and interconnection of necessary low voltage systems and alarms. Independent electrical and natural gas services and site water and sewer services are planned with 72 hours of emergency storage for sanitary sewer and potable water. An emergency generator will be locally provided on grade with 72 hours of fuel, as well as chilled water, steam, and hot water, and medical gas source equipment to serve the addition from a rooftop penthouse and basement equipment rooms.

Prior to construction provision for temporary main services of fire water and sanitary sewer will be required to clear the site and new relocate main lines installed to facilitate construction of the expansion. Additionally, existing outside air ventilation intakes will need to be protected and extended into the expansion to above the roof without disruption to the operations of the HVAC equipment serving the existing hospital.

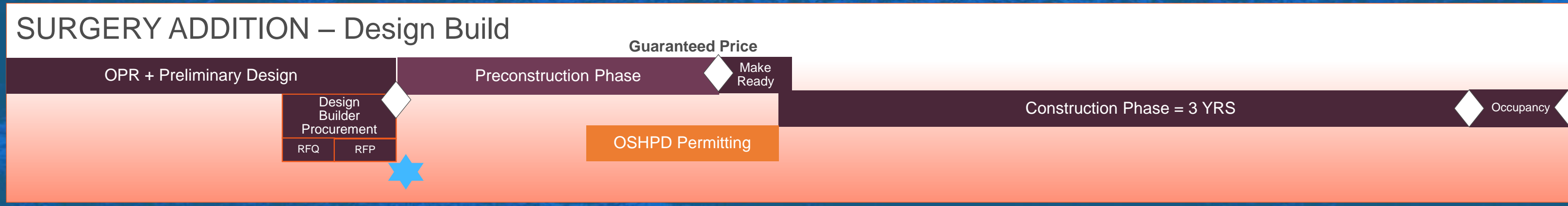
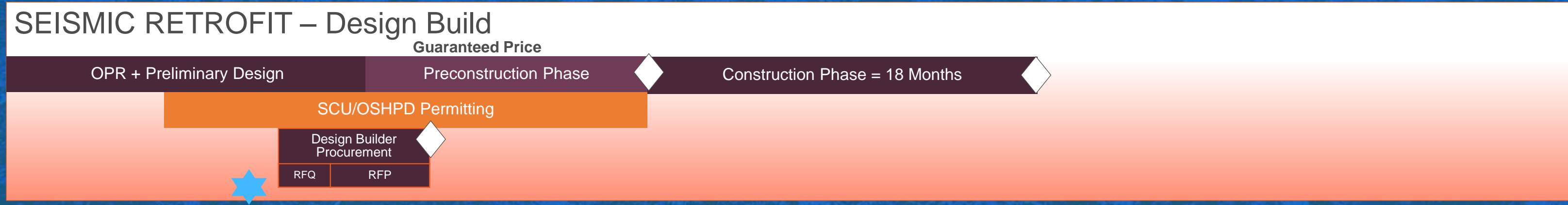
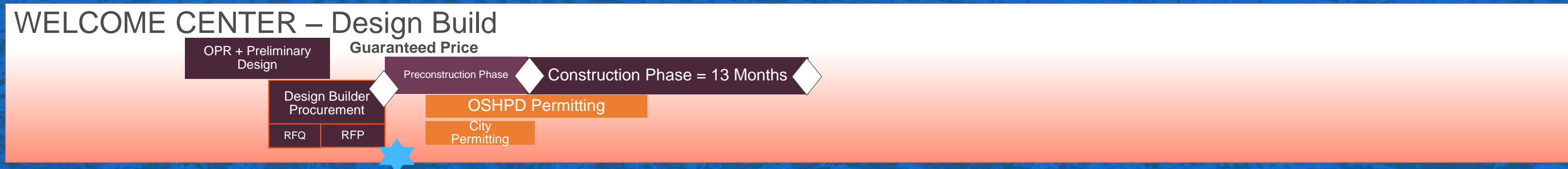
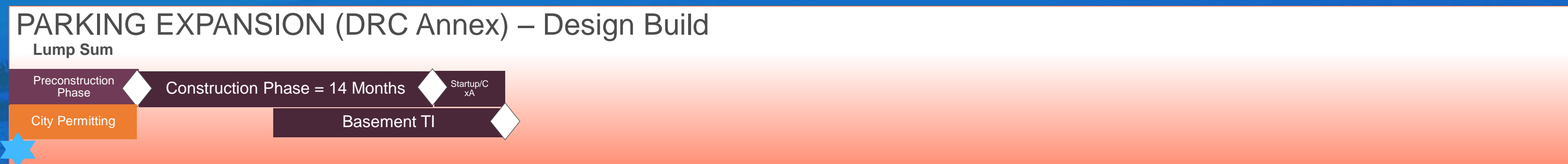
OTHER IMPORTANT IMPROVEMENTS FOR CONSIDERATION:

- Provide NPC-5 combined storage capacity for part of the campus with the expansion
- A new primary electrical service to replace the campus substation with capacity for the expansion.
- Interconnection of utilities including Steam, Hot Water, and Chilled Water.
- Decarbonization solutions to eliminate or minimize natural gas combustion may want to be considered.
- Potable water treatment

SVMHS Master Plan: Design, Construction and Permitting

★ CEQA APPROVAL

DRAFT, Last Revised 9/28/2022





Cost Estimation

COST

MASTER PLAN: OPINION OF PROBABLE COSTS

SVMHS - Master Plan Milestone + Budget Snapshots

Version: 2A



Milestone Schedules for Procurement Methods

Option A – Design Build (DB)

Phase	CEQA Approval Date	HCAI Approval Date	Construction Start	Construction Complete	Total Costs
1 - Parking Garage Annex	October 1, 2021	N/A	July 1, 2022	November 1, 2023	\$36,000,000
2 - Seismic*	Exempt*	September 1, 2023	March 1, 2024	December 1, 2025	\$62,571,536
3 - Welcome Center	June 1, 2023	April 1, 2024	December 1, 2023	December 1, 2024	\$31,000,000
4 - Surgery Addition**	June 1, 2023	June 1, 2024	August 1, 2024	September 1, 2027	\$179,319,790

Question from Jenna: what costs are expected to be incurred thru June 1, 2023 for project 3+4

TOTAL \$308,891,326

* Seismic scope of work does not require State CEQA clearances as alterations to the buildings superstructure remains in the jurisdiction of HCAI only.

* Seismic is exempt from CEQA approval due to the following:

1. No additional building square footage added.
2. No traffic impact on local City streets.
3. No noise (light or no other environmental adverse impact to the public right of way.)

[Note: Permit agency is HCAI]

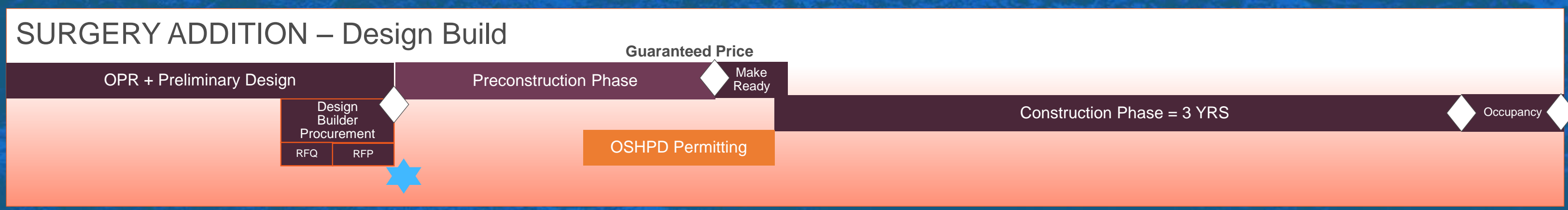
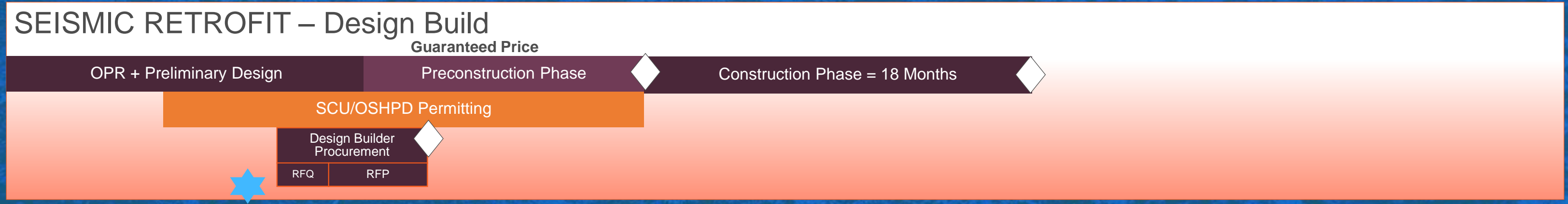
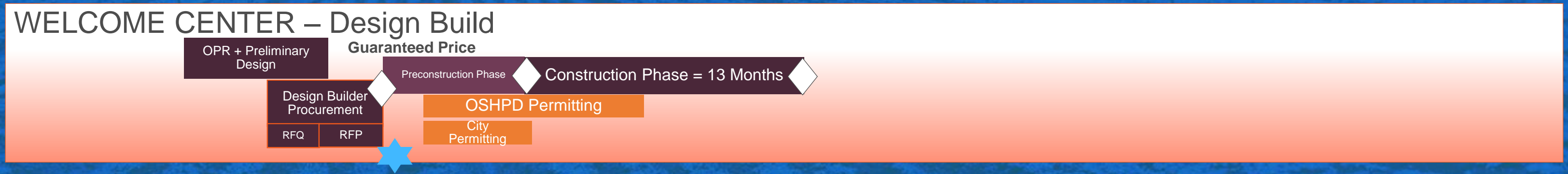
** Surgery Addition

1. Construction is defined as: site preparation, contractor mobilization, and selective demolition. (Cash Outlay occurs)
2. Site infrastructure & selective demolition activities commence at the milestones identified above.
3. Actual surgery building structure (real construction / foundation drilling) anticipated to start on January 1, 2025

SVMHS Master Plan: Design, Construction and Permitting

★ CEQA APPROVAL

DRAFT, Last Revised 9/28/2022



CLOSED SESSION

*(Report on Items to be
Discussed in Closed Session)*

(VICTOR REY, JR.)

*RECONVENE OPEN SESSION/
CLOSED SESSION REPORT
(ESTIMATED TIME: 5:00 P.M.)*

(VICTOR REY, JR.)

ORDINANCE NO. 2022-01

**SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM
ORDINANCE PURSUANT TO
CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 32320 AND 32321**

WHEREAS, Salinas Valley Memorial Healthcare System (“District”) is a public entity and local health care district organized and operated pursuant to Division 23 of the California Health and Safety Code (the “Law”), and as such is a political subdivision of the State of California operating as a Special District under California law; and

WHEREAS, the Board of Directors of the District has determined to issue revenue bonds pursuant to the Law; and

WHEREAS, the Law requires the adoption of this ordinance prior to the sale by the District of said bonds.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of Salinas Valley Memorial Healthcare System as follows:

1. The form of bond purchase agreement for the sale of said bonds, on file with the Secretary of the District, is hereby approved and the President/Chief Executive Officer of the District or the Chief Financial Officer of the District, or each designee thereof (each, an “Authorized Representative”) is authorized and directed to execute such form of bond purchase agreement, subject to such changes as such Authorized Representative may approve, such approval to be conclusively evidenced by the execution and delivery of said bond purchase agreement.
2. The bond purchase agreement for the sale of said bonds herein approved is subject to referendum as provided by Article 1 (commencing with Section 9300) of Chapter 4 of Division 9 of the Elections Code of the State of California.

INTRODUCED AND ENACTED at a regular meeting of the Board of Directors of the Salinas Valley Memorial Healthcare System on October 27, 2022 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

President of the Board of Directors
Salinas Valley Memorial Healthcare System

ATTEST:

Secretary of the Board of Directors
Salinas Valley Memorial Healthcare System

**RESOLUTION NO. 2022-14
OF THE BOARD OF DIRECTORS OF
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM**

PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 32316 AND 32317

WHEREAS, Salinas Valley Memorial Healthcare System (“District”) is a public entity and local health care district organized and operated pursuant to Division 23 of the California Health and Safety Code (the “Law”), and as such is a political subdivision of the State of California operating as a Special District under California law; and

WHEREAS, the Board of Directors of the District has determined to issue its revenue bonds pursuant to the Law to provide funds for the acquisition, construction, expansion, improvement, renovation and equipment of the District’s healthcare facilities, including, but not limited to, any or all expenses incidental thereto, or connected therewith; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM, AS FOLLOWS:

1. The District proposes to issue its revenue bonds, in one or more series, as tax-exempt or taxable bonds (collectively, the “Bonds”), in order to finance, including reimburse for, the costs of the acquisition, construction, expansion, improvement, renovation and equipment of the District’s main hospital and related facilities, including but not limited to any or all expenses incidental thereto or connected therewith (the “Project”). The proceeds of the Bonds will also be used to fund interest on the Bonds for up to thirty-six months from the date of delivery of the Bonds, pay for the costs of issuance of the Bonds and, if the President/Chief Executive Officer or the Chief Financial Officer of the District or each of their designee determines it is in the best interest of the District to secure or support the Bonds with a debt service reserve fund or by bond insurance, reserve fund surety bonds or insurance policies or other reserve fund credit instruments, fund such reserve fund or pay the costs associated therewith.
2. The estimated cost of the Project is approximately one hundred fifteen million dollars (\$115,000,000.00).
3. The principal amount of the Bonds will not exceed one hundred forty-five million dollars (\$145,000,000.00), which is not more than a maximum of fifty percent (50%) of the average of the District’s gross revenues for the preceding three fiscal years.
4. The maximum rate of interest on the Bonds shall not exceed six and a half percent (6.5%) per year, payable annually or semiannually.
5. The Bonds are to be revenue bonds, payable exclusively from the revenues of the District, and the Bonds are not to be secured by the taxing power of the District. The Bonds will not be general obligation bonds.

This Resolution was adopted at a duly noticed regular meeting of the Board of Directors of the District on October 27, 2022, by the following vote.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

President of the Board of Directors
Salinas Valley Memorial Healthcare System

ATTEST:

Secretary of the Board of Directors
Salinas Valley Memorial Healthcare System

\$00,000,000
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM
REVENUE BONDS,
SERIES 20[22/23]

BOND PURCHASE AGREEMENT

[Pricing Date], 2022

Salinas Valley Memorial Healthcare System
450 E. Romie Lane
Salinas, California 93901

Ladies and Gentlemen:

Citigroup Global Markets Inc. (the “*Underwriter*”) offers to enter into this Bond Purchase Agreement (this Bond Purchase Agreement, including the Letter of Representation attached hereto as Exhibit A being herein called the “*Bond Purchase Agreement*”) with Salinas Valley Memorial Healthcare System (the “*District*”), which, upon acceptance by the District, will be binding upon the District and the Underwriter. This offer is made subject to the District’s acceptance on or before 8:59 p.m., California time, on the date hereof, *provided however* that such time may be extended by the District until such time as the Underwriter has provided the District with final pricing of the Bonds (defined below). If not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to the District at any time prior to such acceptance. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Official Statement (defined herein).

SECTION 1. PURCHASE, SALE AND DELIVERY OF THE BONDS.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein and in the Letter of Representation, dated the date hereof (the “*Letter of Representation*”), executed and delivered by the District and attached hereto as Exhibit A, the Underwriter hereby agrees to purchase from the District, and the District hereby agrees to sell to the Underwriter, all (but not less than all) of the \$00,000,000 aggregate principal amount of the Salinas Valley Memorial Healthcare System Revenue Bonds, Series 20[22/23] (the “*Bonds*”), all dated, maturing and containing such other terms as set forth in Exhibit B hereto and in the Indenture, dated as of [_____], 20[22/23] (the “*Indenture*”), between the District and [Trustee], as trustee (the “*Trustee*”), relating to the Bonds. The aggregate purchase price of the Bonds shall be \$_____ (representing the principal amount of \$00,000,000.00, plus a [net] original issue [premium/discount] of \$_____, and less an underwriter’s discount of \$_____).

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in the Indenture.

The proceeds of the Bonds, together with other available funds, will be used to [(i) finance, including reimburse for, the costs of the acquisition, construction, expansion, improvement, renovation and equipping of the District’s main hospital and related facilities, including but not limited to any or all expenses incidental thereto or connected therewith; (ii) fund interest on the Bonds for up to 36 months from the date of delivery of the Bonds (subject to the requirements of the hereinafter defined Tax Agreement); and (iii) pay costs of issuance].

To evidence its obligations to make payments under the Indenture, the District will issue its \$00,000,000 Obligation No. 1 dated [Closing Date], 20[22/23] (“*Obligation No. 1*”). Obligation No. 1 will be issued pursuant to the Master Trust Indenture, dated as of [_____] 1, 20[22/23] (the “*Master Indenture*”), between the District and [Master Trustee], as master trustee (the “*Master Trustee*”), as supplemented by Supplemental Master Indenture for Master Indenture Obligation No. 1, dated as of [_____] 20[22/23] (“*Supplement No. 1*”), between the District and the Master Trustee.

In order to assist the Underwriter in complying with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“*Rule 15c2-12*”), the District will execute and deliver a Disclosure Dissemination Agent Agreement, dated [Closing Date], 20[22/23] (the “*Disclosure Agreement*”), between the District and [Dissemination Agent], as dissemination agent, to provide for the delivery of annual and quarterly reports of the District and notices of certain events relating to the Bonds. A form of the Disclosure Agreement is attached to the Preliminary Official Statement (defined below) and will also be attached to the Official Statement.

(c) The Underwriter agrees to make a bona fide public offering of each maturity of the Bonds at a price not in excess of the initial offering price or prices or yields not less than the yields set forth for such maturity on the inside cover page of the printed paper form of the Official Statement; *provided, however*, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices or yields greater than the yields set forth therein.

(d) The District has delivered or caused to be delivered to the Underwriter, and hereby ratifies, confirms and approves of the distribution by the Underwriter of, the Preliminary Official Statement, dated [_____] 2022 (the “*Preliminary Official Statement*”), relating to the Bonds. The District confirms that the Preliminary Official Statement is hereby deemed final for purposes of Rule 15c2-12. The District hereby agrees to deliver or cause to be delivered to the Underwriter, promptly after acceptance hereof, copies of the final Official Statement, dated the date hereof (the “*Official Statement*”), signed and approved on behalf of the District, by an authorized officer or officers or an authorized representative. The District agrees to deliver or cause to be delivered to the Underwriter, within seven Business Days of the date hereof and in any event not later than two Business Days before the Closing Date (as defined herein), copies of the Official Statement, in such quantity as the Underwriter shall reasonably request in order to permit the Underwriter to comply with Rule 15c2-12. The District hereby approves of the

distribution by the Underwriter of the Official Statement, the Indenture, the Master Indenture, Supplement No. 1 and other pertinent documents referred to in Section 3 hereof to be used in connection with the public offering and sale of the Bonds. It is acknowledged by the District that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement electronically over the internet or in printed paper form. For purposes of this Bond Purchase Agreement, the printed paper form of the Preliminary Official Statement and the Official Statement are deemed controlling.

(e) At 8:00 a.m., California time, on [Pricing Date], 2022, or at such earlier or later time or date as shall be agreed by the District and the Underwriter (such time and date being herein referred to as the “*Closing Date*” or the “*Closing*”), the District will cause to be delivered (i) to or upon the order of The Depository Trust Company (“*DTC*”), for the account of the Underwriter, the Bonds, in the form of a separate single fully registered Bond (which may be typewritten) for each maturity of the Bonds (all of the Bonds to bear CUSIP numbers), duly executed by the District and authenticated by the Trustee, such Bonds to be delivered to the Trustee as agent of DTC under the Fast Automated Security Transfer System, and (ii) the other documents herein required to be delivered to the Underwriter via the electronic closing system provided by Orrick, Herrington & Sutcliffe LLP, bond counsel to the District (“*Bond Counsel*”); and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (a) of this Section by federal funds wire transfer to or upon the order of the District. Notwithstanding the foregoing, neither the failure to print CUSIP numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds on the Closing Date in accordance with the terms of this Bond Purchase Agreement. Upon initial issuance, the ownership of such Bonds shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as the nominee of DTC. A copy of the Bonds shall be made available to the Underwriter prior to the Closing Date for purposes of inspection.

SECTION 2. [RESERVED].

SECTION 3. CONDITIONS TO THE OBLIGATIONS OF THE UNDERWRITER.

The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations, warranties and agreements on the part of the District contained herein and on the part of the District in the Letter of Representation, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the District and the representatives of the District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the District of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) Prior to or simultaneously with the execution of this Bond Purchase Agreement, the Underwriter shall have received from the District the Letter of Representation, dated the date of this Bond Purchase Agreement, addressed to the Underwriter, in the form attached hereto as Exhibit A;

(b) The Underwriter shall have received from Moss Adams LLP, (i) on or prior to the date hereof, an executed copy of its letter, with work extending to a date not more than five days prior to the date hereof, substantially in the form of Exhibit D hereto (the “*Procedures Letter*”), and (ii) on or prior to the respective dates of printing thereof, its consent to the inclusion of its audit report on the consolidated financial statements of the Salinas Valley Memorial Healthcare System that are included in the Preliminary Official Statement and the Official Statement;

(c) Within seven Business Days of the date hereof, and in any event not later than two Business Days prior to the Closing Date, at the expense of the District, the Underwriter shall have received definitive copies of the Official Statement (including all information previously permitted to have been omitted therefrom by Rule 15c2-12 and any amendments or supplements as have been approved by the District and the Underwriter) in such quantity as the Underwriter shall have reasonably requested. The District shall prepare or cause to be prepared the Official Statement, including any amendments thereto, in word-searchable PDF format as described in MSRB Rule G-32 and shall provide or cause to be provided the electronic copy of the word-searchable PDF format of the Official Statement to the Underwriter no later than two Business Days prior to the Closing Date. The Underwriter agrees promptly thereafter to file a copy of the Official Statement with the Municipal Securities Rulemaking Board (“*MSRB*”).

(d) At the Closing Date, the Indenture, the Master Indenture, Supplement No. 1, Obligation No. 1, the Tax Certificate, dated the date of delivery of the Bonds, delivered by the District (the “*Tax Agreement*”), the Disclosure Agreement (collectively, the “*District Documents*”), and the Official Statement shall have been duly authorized, executed and delivered by the respective parties thereto in substantially the forms heretofore submitted to the Underwriter with only such changes as shall have been agreed to by the Underwriter, and said agreements shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Bond Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

(e) At the Closing Date, the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter.

(f) Between the date hereof and the Closing Date, the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the initial offering price set forth in the Official Statement shall not have been materially adversely affected, in the reasonable judgment of the Underwriter (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(i) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information

contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and, in either such event, (a) the District refuses to permit the Official Statement to be supplemented to supply such statement or information or (b) the effect of the Official Statement as so supplemented is, in the judgment of the Underwriter, to materially adversely affect the market price or marketability of the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Bonds; or

(ii) legislation shall be enacted by, reported out of committee, or recommended for passage by the State of California, either House of the Congress, or recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or official statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the federal or state taxation of interest received on obligations of the general character of the Bonds; or

(iii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Bonds is in violation or would be in violation of any provisions of the Securities Act of 1933, as amended (the "*Securities Act*"), the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), or the Trust Indenture Act of 1939, as amended (the "*Trust Indenture Act*"); or

(iv) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as

contemplated hereby or by the Official Statement or otherwise, is or would be in violation of federal securities laws as amended and then in effect;

(v) there shall have occurred (1) any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war; or (2) any other calamity or crisis (or any escalation thereof) on financial markets in the United States or elsewhere, the effect of which on the financial markets is such as to make it impractical to proceed with the offering or delivery of the Bonds as contemplated by the Official Statement; or

(vi) there shall have occurred a general suspension of trading in securities on the New York Stock Exchange or there shall have been established by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange (i) additional material restrictions not in force as of the date hereof that limit prices on such trading or (ii) materially increased restrictions now in force that limit prices on such trading; or

(vii) a general banking moratorium shall have been declared by federal or New York or California state authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred; or

(viii) (i) a downgrading or suspension of any rating (without regard to credit enhancement) by Moody's Investors Service, Inc. ("*Moody's*"), S&P Global Ratings ("*S&P*") or Fitch Ratings ("*Fitch*") of the Bonds or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by Moody's, S&P or Fitch of the Bonds.

(g) At or prior to the Closing Date, the Underwriter shall have received the following documents, in each case reasonably satisfactory in form and substance to the Underwriter and, in the case of any document addressed to parties other than the Underwriter, such other parties:

(i) The District Documents, each duly executed and delivered by the respective parties thereto, with only such amendments, modifications or supplements as may have been agreed to in writing by the Underwriter.

(ii) The unqualified approving opinion related to the Bonds, dated the Closing Date and addressed to the District, with a reliance letter thereon addressed to the Underwriter, of Bond Counsel in substantially the form attached to the Official Statement as Appendix E, together with a supplemental opinion of Bond Counsel addressed to the District and the Underwriter in substantially the form attached hereto as Exhibit E.

(iii) The opinion of Ottone Leach & Ray LLP, counsel to the District, dated the date of Closing, addressed to the District, [Trustee], in its capacity as Trustee and Master Trustee, and the Underwriter, in substantially the form set forth as Exhibit F.

(iv) The opinion of Chapman and Cutler LLP, counsel to the Underwriter, dated the Closing Date, in form and substance satisfactory to the Underwriter.

(v) A certificate of an officer of the District, dated the Closing Date, to the effect that the representations made in the Letter of Representation are true and correct as of the Closing Date.

(vi) Certified copies of: (a) Resolution No. 2022-[], pursuant to California Health and Safety Code Sections 32316 and 32317; (b) Ordinance No. 2022-[], pursuant to California Health and Safety Code Sections 32320 and 32321; and (c) Resolution No. 2022-[], approving the Preliminary Official Statement and the Official Statement and authorizing the execution and delivery of the hereinafter defined District Documents and certain other matters (collectively, the “*District Resolutions*”).

(vii) Copies of the materials relating to the [formation of the District], including the resolution adopted by the Board of Supervisors of the County of Monterey on [], 1947], declaring the organization of the District and the materials on file with the Secretary of the State of the State of California concerning the District, (2) a certified copy of the bylaws of the District.

(viii) A copy of the completed Form 8038-G of the Internal Revenue Service, executed by the District.

(ix) Two copies of the Official Statement executed on behalf of the District by an authorized officer or representative of the District.

(x) Evidence that the Bonds have been rated “[]” by [], and “[]” by [].

(xi) An opinion of counsel to the Trustee and Master Trustee, dated the Closing Date, addressed to the District and the Underwriter, in form and substance satisfactory to counsel for the Underwriter, counsel to the District and Bond Counsel, in form and substance satisfactory to the Underwriter.

(xii) A blue sky memorandum prepared by counsel to the Underwriter.

(xiii) A certificate of an authorized officer of the Trustee, acceptable to the Underwriter, dated the Closing Date, to the effect that (i) all moneys delivered to the Trustee under and pursuant to the Indenture have been duly deposited to the

credit of the appropriate funds established under or in accordance with the Indenture or otherwise applied as provided in the Indenture and (ii) the Trustee has no knowledge of any default under the Indenture.

(xiv) A certificate of an authorized officer of the Master Trustee, acceptable to the Underwriter, dated the Closing Date, to the effect that (i) such authorized officer is duly authorized to execute Supplement No. 1 and the Master Indenture and to authenticate Obligation No. 1 and (ii) such authorized officer duly executed Supplement No. 1 and the Master Indenture and duly authenticated Obligation No. 1, together with the certified Bylaws or other evidence of authority of the Master Trustee authorizing such authorized officer to execute Supplement No. 1 and the Master Indenture and to authenticate Obligation No. 1.

(xv) A letter of Moss Adams LLP dated the Closing Date with a work cut-off no more than five business days prior to the Closing Date, dating down the Procedures Letter.

(xvi) Such additional legal opinions, certificates, resolutions, proceedings, instruments and other documents as the Underwriter, its counsel or Bond Counsel may reasonably request to evidence compliance by the District with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the District contained herein and in the Letter of Representation, and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing and, upon such cancellation, the Underwriter and the District shall not be under further obligation hereunder except as provided in Section 5 hereof. Notice of such cancellation shall be given by the Underwriter to the District in writing or by telephone and promptly confirmed in writing. The performance by the District of any and all conditions contained in this Bond Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

SECTION 4. RESERVED.

SECTION 5. EXPENSES.

All reasonable fees, expenses and costs in connection with the authorization, issuance and sale of the Bonds to the Underwriter, including printing costs, CUSIP Service Bureau fees, fees and expenses of consultants and auditors, fees and expenses of rating agencies, reasonable fees and expenses of Bond Counsel, counsel for the District, counsel to the Trustee and the Master Trustee, reasonable fees and expenses of the Underwriter in connection with qualification of the Bonds for sale under the Blue Sky or other securities laws and regulations of various

jurisdictions, preparation and printing of a blue sky survey, preparation of the Preliminary Official Statement and the Official Statement, and all fees and expenses of the Trustee and the Master Trustee shall be paid by the District. The District shall pay for expenses incurred on behalf the District's employees which are incidental to implementing this Bond Purchase Agreement, including, but not limited to, meals, transportation, and lodging of those employees.

All fees and expenses to be paid by the District pursuant to this Bond Purchase Agreement may be paid from Bond proceeds to the extent permitted by the Indenture and the Tax Agreement. Notwithstanding anything to the contrary herein or in the Letter of Representation, all out-of-pocket expenses of the Underwriter, including travel and other expenses, as well as CDIAC or MSRB fees relating to the Bonds, and reasonable fees and expenses of counsel to the Underwriter, shall be paid by the Underwriter out of the expense component of the Underwriter's discount. Notwithstanding that CDIAC fees are solely the legal obligation of the Underwriter, the District agree to reimburse the Underwriter for such fees.

SECTION 6. NOTICES.

Any notice or other communication to be given to the District under this Bond Purchase Agreement may be given by delivering the same in writing at Salinas Valley Memorial Healthcare System, 450 E. Romie Lane, Salinas, California 93901, Attention: Chief Financial Officer, and any such notice or other communications to be given to the Underwriter may be given by delivering the same in writing to the Underwriter at Citigroup Global Markets Inc., 300 South Grand Avenue, Suite 3110, Los Angeles, California 90071, Attention: Chad Kenan.

SECTION 7. CHOICE OF LAW AND VENUE.

This Bond Purchase Agreement and the Bonds are contracts made under the laws of the State of California and shall be governed by and construed in accordance with the Constitution and laws applicable to contracts made and performed in the State of California. This Bond Purchase Agreement and the Bonds shall be enforceable in the State of California.

SECTION 8. RESERVED.

SECTION 9. NO ADVISORY OR FIDUCIARY ROLE.

The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations

expressly set forth in this Bond Purchase Agreement and (iv) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

SECTION 10. MISCELLANEOUS.

This Bond Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other persons, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. This Bond Purchase Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Bond Purchase Agreement, including the Exhibits hereto, embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter, and it is agreed that there are no terms, understandings, representations or warranties, express or implied, other than those set forth herein.

Each of the parties hereto agrees that the transaction consisting of this Bond Purchase Agreement may be conducted by electronic means under the Uniform Electronic Transactions Act (California Civil Code section 1633.1 et seq.) and California Government Code Section 16.5. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Bond Purchase Agreement using an electronic signature, it is signing, adopting, and accepting this Bond Purchase Agreement and that signing this Bond Purchase Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Bond Purchase Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Bond Purchase Agreement in a usable format.

SECTION 11. ESTABLISHMENT OF ISSUE PRICE.

The Underwriter shall assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at the closing of the sale of the Bonds contemplated hereby an "issue price" or similar certificate substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

[Except as otherwise set forth on Exhibit C hereto,] the District shall treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (*provided* that if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds.

The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "*initial offering price*"), or at the corresponding yield or yields, set forth in Exhibit C attached hereto, except as otherwise set forth therein. Exhibit C also sets forth, as of the date of this Bond Purchase Agreement, the

maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “*hold-the-offering-price rule*”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (a) the close of the fifth (5th) business day after the sale date; or
- (b) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Underwriter confirms that:

(a) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(1) (A) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all the Bonds of that maturity allocated to it have been sold or is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity and (B) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter, and

(2) to promptly notify the Underwriter of any sales of the Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), together with an acknowledgement that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(b) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the

prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this Section 11:

(a) “*public*” means any person other than an underwriter or a related party,

(b) “*underwriter*” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(c) a purchaser of any of the Bonds is a “*related party*” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a

corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) “*sale date*” means the date of execution of this Bond Purchase Agreement by all parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Very truly yours,

CITIGROUP GLOBAL MARKETS INC.,
as Underwriter

By: _____
Authorized Representative

Accepted and agreed to on the date first
above written:

SALINAS VALLEY MEMORIAL HEALTHCARE
SYSTEM

By: _____
Its: _____

EXHIBIT A

LETTER OF REPRESENTATION

[Pricing Date], 2022

Citigroup Global Markets Inc., as Underwriter
Los Angeles, California

Ladies and Gentlemen:

Pursuant to a Bond Purchase Agreement, dated [Pricing Date], 2022 (the “*Bond Purchase Agreement*”), between Citigroup Global Markets Inc. (the “*Underwriter*”) and Salinas Valley Memorial Healthcare System (the “*District*”), the District proposes to issue \$00,000,000 aggregate principal amount of Salinas Valley Memorial Healthcare System Revenue Bonds, Series 20[22/23] (the “*Bonds*”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Bond Purchase Agreement.

The offering of the Bonds is described in a Preliminary Official Statement, dated [____], 2022 (the “*Preliminary Official Statement*”), and an Official Statement, dated the date hereof (the “*Official Statement*”).

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in the Indenture, dated as of [____], 20[22/23] (the “*Indenture*”), between the District and [Trustee], as trustee (the “*Trustee*”). The Bonds will be authorized and issued pursuant to (a) Resolution No. 2022-[____], pursuant to California Health and Safety Code Sections 32316 and 32317; (b) Ordinance No. 2022-[____], pursuant to California Health and Safety Code Sections 32320 and 32321; and (c) Resolution No. 2022-[____], approving the Preliminary Official Statement and the Official Statement and authorizing the execution and delivery of the District Documents and certain other matters (collectively, the “*District Resolutions*”).

The obligations of the District to make payments under the Indenture will be secured by Obligation No. 1 (“*Obligation No. 1*”), issued pursuant to the provisions of the Master Trust Indenture, dated as of [____] 1, 20[22/23] (the “*Master Indenture*”), as supplemented by Supplemental Master Indenture for Master Indenture Obligation No. 1, dated as of [____], 20[22/23] (“*Supplement No. 1*”), each between the District and [Master Trustee], as master trustee (in such capacity, the “*Master Trustee*”), for the purpose of providing for the issuance from time to time of obligations thereunder. The District shall receive credit for payments of principal of and interest on Obligation No. 1 to the extent the District makes payments pursuant to the Indenture.

In order to assist the Underwriter in complying with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“*Rule 15c2-12*”), the District will execute and deliver a Disclosure Dissemination Agent Agreement, dated [Closing Date], 20[22/23] (the “*Disclosure Agreement*”), between the District and [Dissemination Agent], as dissemination agent, to provide

for the delivery of annual and quarterly reports and notices of certain events relating to the Bonds. A form of the Disclosure Agreement is attached to the Preliminary Official Statement and will also be attached to the Official Statement.

The Preliminary Official Statement, the Official Statement, Obligation No. 1, the Master Indenture, Supplement No. 1, the Indenture, the Bonds, the Bond Purchase Agreement, the Tax Agreement, the Disclosure Agreement and this Letter of Representation, collectively, are referred to herein as the “*District Documents*.”

In order to induce you to enter into the Bond Purchase Agreement and to make the sale and purchase and reoffering of the Bonds therein contemplated, the District hereby represents, warrants and agrees with you as follows:

1. All consents and approvals of any trustee or holder of any indebtedness of the District, and all consents, approvals, certifications, authorizations and other orders of any governmental authorities, boards, agencies, or commissions having jurisdiction, and all filings with any such entities (except in connection with Blue Sky proceedings), which would constitute a condition precedent to or are required for the issuance of the Bonds pursuant to the Indenture, for the execution and delivery of each of the District Documents, for the approval of the District Documents and the District of any transaction therein or herein contemplated, have been obtained.

2. The District is a political subdivision of the State of California and a local health care district.

3. The proceeds of the Bonds will not be used by an organization described in Section 501(c)(3) of the Code in an “unrelated trade or business” within the meaning of Section 513(a) of the Code or by any other person, in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of interest on any of the Bonds under Section 103 of said Code.

4. The District has the necessary power and authority to conduct the business now being conducted by it and to be reimbursed for its costs and expenses under all third party payor programs accounting for a significant portion of its gross revenues, including, without limitation, Medicare and Medicaid, as contemplated by or described in the District Documents; and the District has necessary power and authority to enter into the District Documents, as applicable, and to approve the Preliminary Official Statement and the Official Statement. The District is qualified to do business and is doing business in State of California and has all permits, licenses, accreditations and certifications necessary to conduct its business as it is presently conducted.

5. The District has full legal right, power and authority to execute and deliver the applicable District Documents and to carry out and consummate all transactions contemplated by any such document.

6. As of the date thereof and as of the date hereof (excluding any information permitted to be omitted pursuant to Rule 15c2-12 and except as modified in the Official Statement), the Preliminary Official Statement (including the financial statements and other financial and statistical data contained in the Preliminary Official Statement) did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that the provisions of this sentence do not pertain to any statement or information in the Preliminary Official Statement regarding DTC, the book entry system, Appendix F and the information under the heading “UNDERWRITING.” The District hereby deems the Preliminary Official Statement final as of its date, as described in Rule 15c2-12, except for the omission of information permitted to be excluded by Section (b)(1) of Rule 15c2-12.

7. As of the date hereof and as of the Closing Date, the Official Statement (including the financial statements and other financial and statistical data contained in the Preliminary Official Statement), as amended or supplemented pursuant to the Bond Purchase Agreement or this Letter of Representation, if applicable, does not and will not as of the Closing Date contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that the provisions of this sentence do not pertain to any statement or information in the Official Statement regarding DTC, the book entry system, Appendix F and the information under the heading “UNDERWRITING.”

8. The District Documents have been or will be on or prior to the Closing Date duly and validly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other parties thereto, do or will constitute legal, valid and binding agreements of the District enforceable in accordance with their terms, except as the enforceability and the binding effect (but not the validity) thereof may be limited by (i) bankruptcy, insolvency, moratorium, reorganization or similar laws affecting creditors’ rights generally, from time to time in effect and (ii) general principles of equity.

9. The authorized representative of the District executing the District Documents, as applicable, and approving the Preliminary Official Statement and the Official Statement (including the distribution thereof by the Underwriter), is duly and properly in office and fully authorized to execute and approve the same.

10. The District is not in any material way in breach of or default (with due notice or the passage of time or both) under (i) to the knowledge of the District, any applicable law or administrative regulation of the State of California or any jurisdiction in which it conducts business or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or is otherwise so subject. No event has occurred and is continuing which, with the passage of time, the giving of notice or both, would constitute

an event of default under any of the instruments mentioned in the preceding sentence; and neither the execution and delivery of the District Documents, nor the consummation of the transactions contemplated by the District Documents will materially conflict with or constitute a material breach of or a material default or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under (i) any applicable law, administrative regulation, judgment or decree, or (ii) the materials relating to the formation of the District or the Bylaws of the District, or (iii) any loan agreement, indenture, bond, note, resolution, agreement or instrument to which the District is a party or is otherwise subject.

11. Since June 30, 2022, the District has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position, results of operation or condition, financial or otherwise, of the District which is not described in the Official Statement, other than in the ordinary course of business.

12. The District has complied in all material respects with all applicable requirements of the United States and the State of California (together with their respective agencies and instrumentalities) to operate its present facilities and businesses substantially as they are being operated and is fully qualified by all necessary permits, licenses, certifications, accreditations and qualifications material to the conduct of its businesses as they are presently being conducted.

13. The District has received all discretionary approvals and any other approvals required under the California Environmental Quality Act, as amended, Division 13 of the California Public Resources Code for the project to be financed with the proceeds of the Bonds and all applicable appeal, challenge or referendum periods for such approvals have expired prior to the date hereof.

14. Other than as described in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the knowledge of the District, threatened against the District or affecting the District's assets, properties or operations, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the District Documents or the consummation of the transactions contemplated by the District Documents or that would have a material adverse effect on the financial condition or operations of the District and its subsidiaries on a consolidated basis.

15. Between the date hereof and the date of the Closing, the District will not, without providing prior written notice to the Underwriter, except as described in or contemplated by the Preliminary Official Statement or the Official Statement, incur any material liabilities, direct or contingent, other than in the ordinary course of business.

16. If between the date hereof and up to and including the 25th day following the end of the underwriting period (as defined in Rule 15c2-12) any event shall occur of which the District has knowledge or which might or would cause the Official Statement,

as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements made, in the light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter and if, in the opinion of the District or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, then, the District will cause the Official Statement to be amended or supplemented in a form and in a manner approved by the Underwriter and the District, at the expense of the District as provided herein.

17. For 25 days from the date of the end of the underwriting period (as defined in Rule 15c2-12), the District will not participate in the issuance of any amendment or supplement to the Official Statement to which, after being furnished with a copy, the Underwriter shall reasonably object in writing or which shall be disapproved by the counsel of the Underwriter. For the purposes of this subsection, the District will furnish such information with respect to itself and its present and proposed facilities as any of you may from time to time reasonably request.

18. [Reserved].

19. [Reserved].

20. To the extent permitted by law, the District (the “*Indemnifying Party*”) agrees to indemnify and hold harmless the Underwriter, the directors, officers, employees and agents of the Underwriter and each person who controls any Underwriter (collectively, the “*Underwriter Indemnified Party*”) within the meaning of either the Securities Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Official Statement, the Official Statement (or in any supplement or amendment thereto), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except for information set forth in either the Preliminary Official Statement or the Official Statement under the heading “UNDERWRITING”. This indemnity agreement will be in addition to any liability which the Indemnifying Party may otherwise have.

Promptly after receipt by an Underwriter Indemnified Party of notice of the commencement of any action, such Underwriter Indemnified Party will, if a claim in respect thereof is to be made against the Underwriter Indemnified Party, notify the Indemnifying Party in writing of the commencement thereof; but the failure so to notify the Indemnifying Party (a) will not relieve it from liability unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the Indemnifying Party of substantial rights and defenses; and (b) will not, in any event,

relieve the Indemnifying Party from any obligations to any Underwriter Indemnified Party other than the indemnification obligation. The Indemnifying Party shall be entitled to appoint counsel of the Indemnifying Party's choice at the Indemnifying Party's expense to represent the Underwriter Indemnified Party in any action for which indemnification is sought *provided, however*, that such counsel shall be satisfactory to the Underwriter Indemnified Party. Notwithstanding the Indemnifying Party's election to appoint counsel to represent the Underwriter Indemnified Party in an action, the Underwriter Indemnified Party shall have the right to employ separate counsel (including local counsel), and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Underwriter Indemnified Party, unless (a) the employment of such counsel has been specifically authorized by the indemnifying party or (b)(i) the defendants in any action for which indemnity is required hereunder include both the Underwriter Indemnified Party and the Indemnifying Party and (ii) the Underwriter Indemnified Party shall have been advised in writing by its counsel that defenses are available to the Underwriter Indemnified Party which are not available to the Indemnifying Party and that it would be inappropriate for the same counsel to represent both the Underwriter Indemnified Party and the Indemnifying Party, in each such case, the fees and expenses of such separate counsel shall be at the expense of the Indemnifying Party. An Indemnifying Party will not, without the prior written consent of the Underwriter Indemnified Party, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Underwriter Indemnified Parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of the Underwriter Indemnified Party from all liability arising out of such claim, action, suit or proceeding.

21. In the event that the indemnity provided herein is unavailable or insufficient to hold harmless an Underwriter Indemnified Party for any reason, the District and the Underwriter agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) to which the District and the Underwriter may be subject in such proportion as is appropriate to reflect the relative benefits received by the District on the one hand and by the Underwriter on the other from the offering. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the District and the Underwriter shall contribute in such proportion as is appropriate to reflect not only such relative benefits, but also the relative fault of the District on the one hand and of the Underwriter on the other in connection with the statements or omissions which resulted in such losses, as well as any other relevant equitable considerations. In no case shall the Underwriter be responsible for any amount in excess of the purchase discount or fee applicable to the Bonds purchased by the Underwriter hereunder. Benefits received by the District shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriter shall be deemed to be equal to the purchase discount or fee applicable to the Bonds in each case set forth on the cover of the final Official Statement. Relative fault shall be determined by reference to, among other things, whether any untrue or any

alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the District on the one hand or the Underwriter on the other, the intent of the parties and their relative knowledge, information and opportunity to correct or prevent such untrue statement or omission. The District and the Underwriter agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph, no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Each person who controls the Underwriter within the meaning of either the Securities Act or the Exchange Act and each director, officer, employee and agent of the Underwriter shall have the same rights to contribution as the Underwriter, and each person who controls the District within the meaning of either the Securities Act or the Exchange Act and each official, director, officer and employee of the District shall have the same rights to contribution as the District, subject in each case to the applicable terms and conditions of this paragraph.

22. During the past five years, the District has not been subject to Rule 15c2-12.

23. The representations, warranties, agreements and indemnities herein shall survive the Closing under the Bond Purchase Agreement and any investigation made by or on behalf of you or any Person who controls you of any matters described in or related to the transactions contemplated hereby and by the District Documents.

This Letter of Representation shall be binding upon and inure solely to the benefit of you and the District and, to the extent set forth herein, persons controlling you, and their respective members, officers, employees, successors and assigns, and no other person or firm shall acquire or have any right under or by virtue of this Letter of Representation. No recourse under or upon any obligation, covenant or agreement contained in this Letter of Representation shall be had against any officer or trustee of the District as individuals, except as caused by their bad faith. This Letter of Representation shall be governed by the laws of the State of California.

This Letter of Representation may be executed in any number of counterparts and all such counterparts shall together constitute one and the same instrument.

Each of the parties hereto agrees that the transaction consisting of this Letter of Representation may be conducted by electronic means under the Uniform Electronic Transactions Act (California Civil Code section 1633.1 et seq.) and California Government Code Section 16.5. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this Letter of Representation using an electronic signature, it is signing, adopting, and accepting this Letter of Representation and that signing this Letter of Representation using an electronic signature is the legal equivalent of having placed its handwritten signature on this Letter of Representation on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Letter of Representation in a usable format.

Each provision of this Letter of Representation shall be construed to preserve its validity and enforceability to the extent possible. In the event any provision of this Letter of Representation is declared void, invalid, or unenforceable, the party who would have the provision enforced shall be entitled to elect whether (1) the provision should be modified to the extent necessary to make it valid and enforceable or (2) the provision shall be deemed not to be a part of this Letter of Representation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

If the foregoing is in accordance with your understanding of the agreement between us, kindly sign and return to the Underwriter a duplicate of this Letter of Representation whereupon it will constitute a binding agreement of the District in accordance with the terms hereof.

Very truly yours,

SALINAS VALLEY MEMORIAL HEALTHCARE
SYSTEM

By: _____
Its: _____

Accepted and confirmed to on the date first
above written:

CITIGROUP GLOBAL MARKETS INC.,
as Underwriter

By: _____
Authorized Representative

EXHIBIT B

**SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM
REVENUE BONDS,
SERIES 20[22/23]**

PRINCIPAL AMOUNT: \$00,000,000

MATURITY SCHEDULE

Dated Date of Issuance

MATURITY ([_____])	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	PRICE
-----------------------	---------------------	------------------	-------	-------

\$ _____ % Term Bonds due [_____ 1], 20__ ; Priced _____ to Yield _____ %
\$ _____ % Term Bonds due [_____ 1], 20__ ; Priced _____ to Yield _____ %

* Yield to the first optional redemption date of [_____], 20__.

Optional Redemption. The Bonds are subject to redemption prior to their respective stated maturities, at the option of the District (which option shall be exercised upon Request of the District, a copy of which Request shall be delivered to the Trustee at least five (5) Business Days (or such shorter period as may be acceptable to the Trustee) prior to the date the Trustee is required to provide notice of redemption to Bondholders), in whole or in part (and if in part, in

such amounts and such maturities (treating each Mandatory Sinking Account Payment as a separate maturity) as may be specified by the District and in Authorized Denominations, or, if the District fails to specify such maturities, in inverse order of maturity) on any date on or after [_____] 1, 20[___], at a Redemption Price equal to one hundred percent (100%) of the principal amount of the Bonds called for redemption, without premium, plus accrued interest, if any, to the date fixed for redemption.

Extraordinary Optional Redemption. The Bonds are subject to redemption prior to their respective stated maturities, at the option of the District (which option shall be exercised upon Request of the District, a copy of which Request shall be delivered to the Trustee at least five (5) Business Days (or such shorter period as may be acceptable to the Trustee) prior to the date the Trustee is required to provide notice of redemption to Bondholders), in whole or in part (and, if in part, in such amounts and maturities as may be specified by the District and in Authorized Denominations), on any date specified by the District, from hazard insurance or condemnation proceeds received with respect to its facilities, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the Bonds called for redemption, plus accrued interest, if any, to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The Bonds maturing on [_____] 1, 20__ are subject to redemption prior to their stated maturity date, in part from Mandatory Sinking Account Payments, on each [_____] 1 in the years and in the amounts set forth below at the principal amount thereof, together with interest accrued thereon to the date fixed for redemption, without premium:

YEAR	MANDATORY SINKING ACCOUNT PAYMENTS
------	---------------------------------------

†Final Maturity

The Bonds maturing on [_____] 1, 20__ are subject to redemption prior to their stated maturity date, in part from Mandatory Sinking Account Payments, on each [_____] 1 in the years and in the amounts set forth below at the principal amount thereof, together with interest accrued thereon to the date fixed for redemption, without premium:

YEAR	MANDATORY SINKING ACCOUNT PAYMENTS
------	---------------------------------------

†Final Maturity

EXHIBIT C

FORM OF ISSUE PRICE CERTIFICATE OF THE UNDERWRITER

\$00,000,000

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

REVENUE BONDS,

SERIES 20[22/23]

ISSUE PRICE CERTIFICATE

[PRICING DATE], 2022

The undersigned, on behalf of Citigroup Global Markets Inc. (“*Citigroup*”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “*Bonds*”).

1. *Sale of the Bonds.* As of the date of this certificate, for each Maturity [of the General Rule Maturities] of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. *Initial Offering Price of the Bonds.* Citigroup offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the “*Initial Offering Prices*”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

[*All Maturities use Hold-the-Offering-Price Rule:* As set forth in the Bond Purchase Agreement dated [Pricing Date], 2022 between Citigroup and the District, Citigroup has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “*hold-the-offering-price rule*”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Purchaser (as defined below) has offered or sold unsold Bonds of any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

[*Select Maturities use Hold-the-Offering-Price Rule:* As set forth in the Bond Purchase Agreement dated [Pricing Date], 2022 between Citigroup and the District, Citigroup has agreed in writing that, (i) for each Hold-the-Offering Price Maturity, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “*hold-the-offering-price rule*”), and (ii) any selling group agreement shall contain the agreement

of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Purchaser (as defined below) has offered or sold unsold Bonds of any Maturity of the Hold-the-Offering Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. *Defined Terms.*

a. *District* means Salinas Valley Memorial Healthcare System.

b. *General Rule Maturities* means those Maturities of the Bonds listed in *Schedule A* hereto as the “General Rule Maturities.”

[c. *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in *Schedule A* hereto as the “Hold-the-Offering-Price Maturities.”]

[d. *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([Pricing Date], 2022), or (ii) the date on which Citigroup has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

e. *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

f. *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Purchaser or a related party to a Purchaser. The term “related party” for purposes of this certificate means any two or more persons who are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profits interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

g. *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [Pricing Date], 2022.

h. *Purchaser* means (i) any person that agrees pursuant to a written contract with the District (or with the lead Purchaser to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Citigroup's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Agreement and with respect to compliance with the federal income tax rules affecting the Bonds, and by Orrick, Herrington & Sutcliffe LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038, and other federal income tax advice it may give to the District from time to time relating to the Bonds.

The certifications contained herein are not necessarily based on personal knowledge but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein.

CITIGROUP GLOBAL MARKETS INC.,
as Underwriter

By: _____
Authorized Representative

Dated [Pricing Date], 2022

[Signature Page to Issue Price Certificate]

SCHEDULE A

INITIAL OFFERING PRICES

General Rule Maturities

MATURITY (<u> </u>)	PRINCIPAL AMOUNT	INTEREST RATE	PRICE
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Hold-the-Offering Price Maturities

MATURITY (<u> </u>)	PRINCIPAL AMOUNT	INTEREST RATE	PRICE
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SCHEDULE B
PRICING WIRE
TO BE ATTACHED

EXHIBIT D

FORM OF PROCEDURES LETTER FROM AUDITOR

EXHIBIT E

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[To be inserted.]

EXHIBIT F

FORM OF OPINION OF COUNSEL TO THE DISTRICT

[To be inserted.]

*REPORT FROM THE PRESIDENT/
CHIEF EXECUTIVE OFFICER*

(VERBAL)

(PETE DELGADO)

PUBLIC INPUT

BOARD MEMBER COMMENTS

(VERBAL)

**SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM
REGULAR MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
SEPTEMBER 22, 2022**

Approved Pursuant to SVMHS Board Resolution No. 2022-12, Assembly Bill 361, and guidance from the Monterey County Health Department in response to concerns regarding COVID-19, Board Members of Salinas Valley Memorial Healthcare System, a local health care district, are permitted to participate in this duly noticed public meeting via teleconference and certain requirements of The Brown Act are suspended.

The Board of Directors convened in the Downing Resource Center, Rooms A, B, & C at 4:05 p.m.

Present:

In person: Directors: Juan Cabrera, Joel Hernandez Laguna, Richard Turner, and President Victor Rey, Jr.

Absent:

Director Regina Gage

Also Present:

In person: Pete Delgado, President/Chief Executive Officer, Theodore Kaczmar, Jr., MD, Chief of Staff, Matthew Ottone, Esq., District Legal Counsel

CALL TO ORDER/ROLL CALL

A quorum was present and the meeting was called to order by President Victor Rey, Jr., at 4:05p.m.

CLOSED SESSION

President Victor Rey, Jr., announced that the closed session items to be discussed in Closed Session as listed on the posted Agenda are:

1. Report Involving Trade Secret: Trade secrets, strategic planning, proposed new programs and services.
2. Hearings/Reports: Reports from the Medical Staff Quality and Safety Committee, Reports of the Medical Staff Credentials Committee and Interdisciplinary Practice Committee.

The meeting was recessed into Closed Session under the Closed Session Protocol at 4:07 p.m. The Board completed its business of the Closed Session at 4:50 p.m.

RECONVENE OPEN SESSION/REPORT ON CLOSED SESSION

The Board reconvened Open Session at 5:05 p.m.

In Closed Session, the Board received the Medical Staff Quality and Safety Committee Report, the Report of the Medical Staff Credentials Committee and the Report of the Medical Staff Interdisciplinary Practice Committee. No other action was taken by the Board.

EDUCATION PROGRAM

Director, Community Health & Wellness Yasmine Elsherbini, MPH, CHES, provided an overview of the Aspire Health's Pediatric Wellness Program and addressing the community needs around diabetes.

Over 3,000 children and families have been reached in Monterey County through the Pediatric Wellness Program (PWP). PWP graduates reported there was a 72% improvement in consumption of fruits and vegetables. The graduates of the Diabetes Prevention Program (DPP) have lost over 1,500 pounds collectively.

The financial burden, health resources used, and loss of productivity associated with diabetes has risen to \$327 billion, which represents a 26% increase from 2012. The average medical expenditure for people diagnosed with diabetes is \$16,752 per year. Medical expenditures for people diagnosed with diabetes is 2.3 times higher than it would be in the absence of diabetes.

2022 Community Health Needs Assessment - Prevalence of Diabetes

6.8% South County
9.9% Monterey Peninsula
14.9% Salinas
7.7 % North County
10.4% Monterey County
9.8% California
13.8% United States

Diabetes Prevention Overview

The Pediatric Wellness Program for children and families was created in response to a critical gap in the local healthcare system. Youth diabetes prevention is not covered under most health plans. The Pediatric Wellness Program bridges clinical community resources to empower the next generation. It is a family-based approach for group and family coaching. Class locations include: Alisal Family Resource Center, Frank Paul Family Resource center, SVMC Diabetes & Endocrine Center, and MWC Salinas.

In collaboration with Aspire Health, Central California Alliance for Health (CAAH), and the Food Bank of Monterey County, the Food Access Pilot, had 108 members enrolled in the Food Access Program and had 784 Food Access health coaching session. The Grant funded by CCAH allowed to try new things- extended curriculum, incentives. Shown to be effective and impactful.

From August 2020 to January 2022, a total of 1,306 CCAH members were screened for food insecurity. Of those screened, 36% (n= 470) were identified as being food insecure. As a result, a total of 328 unique CCAH members were provided with one or more food resource. At 6-month

post cohort start date, 71% (n=49/69) decreased or maintained their BMI percentile.

Diabetes Prevention Program Outcomes

- Patients enrolled since 2020: 324
- Total pounds lost for graduated participants since 2020: -1,585
- Average weight loss for graduated participants: -5.7%
- 11 active cohorts
- Of cohorts that began in June 2020 and onward, 66% of patients who graduate the program meet successful outcome goals

The diabetes education modules reached 4,500 students, 155 teachers, and 10 school districts during the 2021-2022 school year. The material and modules presented are in English and Spanish.

REPORT FROM THE PRESIDENT/CHIEF EXECUTIVE OFFICER

Mr. Delgado announced, *“The mission of Salinas Valley Memorial Healthcare System is to provide quality healthcare for our patients and to improve the health and well-being of our community.”*

A Mission Moment video on Mended Hearts Volunteers Aaron & Cathy Yaras, was presented.

A summary of key highlights centered on the pillars that are the foundation of the Hospital’s vision for the organization, is as follows:

Service:

Lisa Paulo, MSN/MPA, RN, CENP Chief Nursing Officer reported that Effective September 17, California Department of Public Health (CDPH) updated their guidance regarding hospital visitors. Verbal screening of visitors for COVID related symptoms and tracking visitor entry to the hospital will continue. CDPH masking requirements for these facilities also remain in place. Salinas Valley Memorial Healthcare System has aligned its visitors screening with that of the State of California.

Ms. Paulo, MSN/MPA, RN, CENP Chief Nursing Officer provided an update on patient experience from the Magnet® Outcome Point of View which focuses on the survey questions aligned with the 9 categories that are considered nurse sensitive. Less than 50% of the units must outperform the benchmark in at least five of the past eight quarters, in four of the nine categories of which include Inpatient, Ambulatory, Emergency Department (ED), Pediatrics (Peds) & Newborn Intensive Care Unit (NICU). 9% of hospitals across the United States achieve the gold standard for nursing practice – American Nurses Credentialing Center (ANCC) Magnet Recognition®

The Inpatient Rating: 86 (rank) / 79.5 (Top Box score). The inpatient example provided, “Responsiveness - Call button help as soon as you wanted.” Ortho/Neuro/Spin (ONS) overall promptness in responding to the call button was 83.64 in 2022 Quarter 2 compared to 86.18 Press Ganey/All Hospitals DB Mean.

Med-Surg Cluster Practice Council Chair Anna Paz Mercado, BSN, RN; Co-Chair Natasha Limosnero, BSN, RN, CMSRN; and MJ Andalia-Angeles, RN, FCN provided the report.

The Med-Surg Cluster Practice Council:

3Main | 3Tower/Oncology | 4Main/Ortho-Neuro-Spine (ONS) | Peds

Med-Surg Cluster Practice Council identify and implement standards of care, identify and resolve clinical system issue, improve nursing practice, increase nurse and patient satisfaction, enhance patient experience, and achieve excellent patient outcomes.

What We've Done:

- Thumbprint in a Bottle Keepsake for families of end-of-life patients to help them through the healing process
- Quietness at Night Relaunch resulting in increased patient experience scores.

Where We Are:

- Partner in Care Initiative to improve RN-to-RN teamwork and collaboration.
- Enhance patient safety and satisfaction by minimizing alarm fatigue

What Is Coming:

- Thumbprint keepsake card
- Standardize oral care regimen
- Finalize Common Medication Handout project
- Collaborate with Leadership to help address concerns from the Nurse Engagement Survey

Director Hernandez Laguna commended staff for the great work they continue to do in helping families of end-of-life patients through the healing process.

Recertification of Magnet® designation is done every four years.

Growth:

CEO/President Pete Delgado announced that Jeff Wardwell, Chief Philanthropy Officer, presented SVMHS with a check in the amount of \$105,000.

The second Labor & Delivery Operating Room is now open and located on the second floor. The Retail pharmacy is now open to all employees from Monday – Friday 8:30 a.m., - 5:00 p.m. The next face will be to get patients registered.

The Retail Pharmacy is convenient for employees and is a financial benefit to the hospital.

Mr. Delgado announced that the construction is going as plan. Construction includes: finishing the delivery of engineered soil and grading for the basement floor of the new Downing Resource Center Annex Parking Structure.

Open Enrollment for Aspire Health will begin October 15, 2022. This year, for the first time, Aspire, in conjunction with Blue Shield, will be presenting a Trio HMO product. Mr. Delgado mentioned that Aspire Health is part of SVMHS' strategic plan.

Quality:

Salinas Valley Memorial Healthcare System (SVMHS) has been received the designation of "Baby friendly." Recertification process took fourteen months and it is done every five years. There are only 600 baby-Friendly facilities in the United States. Approximately 27% of the annual births occur in Baby-Friendly hospitals and birth centers.

SVMH received Legacy of Leadership "2022 Distinguished Business Innovation Award" from the Salinas Valley Chamber of Commerce.

SVMHS was recognized at the United Way Breakfast for participating in the Monterey County Health Needs Collaborative.

Director Hernandez Laguna stated that Monterey Health Needs Collaborative is an important and unique collaboration between hospitals, Health Department and United Way. It is important to capture all the data in a document that will help guide and address the needs of the community in Monterey County.

Finance:

The Current State of Hospital Finances: Fall 2022 Update

- Margins remain depressed relative to pre-pandemic levels.
- More than half of hospitals projected to have negative margins through 2022.
- Expenses are significantly elevated from pre-pandemic levels.
- Hospitals have faced a profound financial toll.

In 2022, U.S. hospitals are likely to face billions of dollars in losses under both optimistic and pessimistic models, which would result in the most difficult year for hospitals and health systems since the beginning of the pandemic with no foreseeable federal support.

Industry News:

- Pennsylvania hospital announced the abrupt closure of the Emergency Department at Berwick Hospital Center due to lack of staffing.
- Ohio Hospital to lay off 978 employees
- 9 hospitals cutting inpatient care
- Amazon to cut 395 healthcare jobs
- New Jersey hospital to close under proposed deal
- Wisconsin hospital to close emergency department
- Kaufman Hall says hospital margins still in red halfway through 2022

State Update:

- \$1.5 million to health care workforce development including nursing, community health workers, primary care, and behavioral health.
- Hospital and nursing home work retention pay (up to \$1,500 from state) and Clinic workforce retention pay (up to \$1,000).
- Comprehensive Medi-Cal coverage for all undocumented immigrants; estimated 700,000 expected to gain benefits.
- Eliminated hospital requirement for community benefit allocation; could have required funding that was not part of a community needs assessment.

California COVID Update

- COVID is still the number five leading cause of death (after heart disease, cancer, stroke, Alzheimer's)
- 70% of Californians are vaccinated
- Caucasians account for growing share of COVID-related deaths (+11.9 %); unvaccinated most affected
- Decline in Latino deaths (-12.6%): testing, treatment, and vaccinations to underserved communities made impact

Mr. Delgado mentioned that COVID demographics have shifted notably from the first two years of the pandemic.

Federal Update:

- Centers for Medicare & Medicaid Services (CMS) will restore 340B payment rate for drug claims, plus 6%. This will help hospitals reach more patients that are eligible and provide more comprehensive services.
- US Supreme Court ruled in favor of American Hospital Association appealing payment cuts
- Will help ensure that providers are able to stretch scarce federal resources as far as possible for vulnerable patients

People:

The California International Airshow, Salinas will be on October 8 & 9. The event is free to all SVMHS staff and their families.

Six Health Scholars participants completed their training in September with a 100% passing rate for both written and practical exams. They will be providing the Oncology Unit an estimated 150 hours of support this month.

Community:

Relay for Life, which takes action against cancer and inspires hope for those facing a cancer diagnosis. SVMHS sponsored Relay for Life. SVMHS Team and HOPE HEROES, generated

\$10,000 through gift basket raffles, sale of commemorative purple ribbons, and other contributions.

Ask The Experts: The Lifestyle, Metabolic Program, and Bariatric Surgery with Dr. Oppenheim, Dr. Bajaj, and Program Coordinator Michelle Roberts, will air on Wednesday, September 28, 2022 at 6:00 p.m.

Earned Media:

During “Walk with a Doc” event Dr. Erica Locke educated the community on the dangers of opioids.

Tyler Munson is the new Chief Executive Officer of Aspire Health.

The Latest Wave: Its Legacy of Long COVID.

Paid media focusing on different service lines, SVMC Prime care, “Walk with a Doc,” Taylor Farms Family Health Wellness Clinic, and Lifestyle

Coming Up:

- Narcan Distribution September 23rd at SVMHS Farmers’ Market.
- Walk With a Doc, Dr. Hong Zhao, Breast Cancer Awareness, October 1st
- SVMHS Community Flu Clinic at SVMHS MRI Parking Lot, October 15th
- SVMHS Community Flu Clinic at Taylor Farms Family Health Wellness Clinic, October 22nd
- SVMHS Community Flu Clinic at Palma School, October 26th

PUBLIC INPUT

No public comment received.

BOARD MEMBER COMMENTS

Director Tuner stated that he was amazed with all of the great work that SVMHS does and mentioned that he is honor to be part of this organization. Educational items that are brought forth to the Board meeting help keep the Board informed.

Director Cabrera is pleased education on diabetes is being taken to the schools. It helps train the youth and carries through adulthood. Started blue zones schools – Salinas’s high rate of diabetes, if all of the other schools are in the blue zones. Nutrition program

Blue Zones is working with Alisal school district and Greenfield to help provide healthier options.

Director Hernandez Laguna stated that there is a lot of work going happening with the diabetes education program. Toured the Gonzalez clinic and was able to see the expansion.

Director Tuner requested to see the Community Health Assessment information for prior years and see of the comparison and different components relating to diabetes. In response, Chief Communication Officer Adrienne Laurent, stated that that information is available, and that along with Patient Strategy will be brought forth to the Community Advocacy Committee during the November meeting and to the Board for approval.

Mr. Delgado announced that there were 16 schools in Salinas and all of them are certified Blue Zones.

CONSENT AGENDA – GENERAL BUSINESS

- A. Minutes of the Regular Meeting of the Board of Directors of August 25, 2022.
- B. Financial Report
- C. Statistical Report

No public comment received.

MOTION:

Upon motion by Director Turner, second by Director Cabrera, the Board of Directors approved the Consent Agenda – General Business, *Items (A) through (C)*, as presented.

Ayes: Directors: Cabrera, Hernandez Laguna, Turner, and President Rey. Noes: None. Abstentions: None. Absent: Director Gage. Motion Carried.

REPORTS ON STANDING AND SPECIAL COMMITTEES

Quality and Efficient Practices Committee

Committee Chair Juan Cabrera reported the minutes from the Quality and Efficient Practices Committee Meeting of September 19, 2022, were provided to the Board. Director Cabrera pointed out that the information covered during the Committee meeting was presented to the Board, and that the Committee made no recommendations.

Finance Committee

Committee Chair Turner reported the minutes from the Finance Committee Meeting of September 20, 2022, were provided to the Board. Background information supporting the proposed recommendations made by the Committee was included in the Board packet. Director Tuner mentioned that SVMHS is back on

The Committee made the following recommendations:

1. Consider Recommendation for Board Approval of Award of Contract for Construction Management Services to Kitchell CEM Incorporated for the Surgery Addition and Seismic Retrofit Project

No public comment received.

MOTION:

Upon motion by Committee member Cabrera, second by Committee member Hernandez Laguna, the Board of Directors approved the agreement for \$11,823,639 to Kitchell CEM for construction management services for the Surgery Addition and Seismic Retrofit Project.

Ayes: Directors: Cabrera, Hernandez Laguna, Turner, and President Rey. Noes: None. Abstentions: None. Absent: Director Gage. Motion Carried.

2. Consider Recommendation for Board Approval of 3-year Renewal of Our Firewall Security Solution Through CDW Government, a Supplier of SVMHS's Group Purchasing Organization, and Contract Award

No public comment received.

MOTION:

Upon motion by Committee member Cabrera, second by Committee member Hernandez Laguna, the Finance Committee recommends the Board of Directors approve the 3-year renewal of our firewall security solution through CDW Government, a supplier of SVMHS's group purchasing organization, and contract award in the amount of \$888,665.04.

No public comment received.

Ayes: Directors: Cabrera, Hernandez Laguna, Turner, and President Rey. Noes: None. Abstentions: None. Absent: Director Gage. Motion Carried.

3. Consider Recommendation for Board Approval of Project Budget for Renovations to 559 Abbott Street for Urology Services

No public comment received.

MOTION:

Upon motion by Committee member Hernandez Laguna, and second by Committee member Cabrera, the Board of Directors approve project budget for development of the SVMC Urology Clinic located at 559 Abbott Street for a total project budget of three million three hundred seventy-nine thousand six hundred and twenty-eight dollars (\$3,379,628.00).

Ayes: Directors: Cabrera, Hernandez Laguna, Turner, and President Rey. Noes: None. Abstentions: None. Absent: Director Gage. Motion Carried.

Director Tuner stated mention that this is a critical need project, it is a grossly underserved service line, and will be a great benefit.

Director Hernandez Laguna commented that this project meets a need, and this will eliminate the need to travel outside the area in order to obtain these services.

Personnel, Pension and Investment Committee

The minutes from the Personnel, Pension and Investment Committee Meeting of September 20, 2022, were provided to the Board for their review.

Corporate Compliance & Audit Committee

Committee Chair Cabrera reported the minutes from the Corporate Compliance Committee Meeting of September 20, 2022, were provided to the Board for their review. Director Cabrera further added the there was no action items for approval. Staff went over state and federal penalties and reviewed Conflict of Interest code, Statement of Economic Interest Code, completed action plans 340B and pharmacy, and reviewed Press Ganey Scores.

CONSIDERATION

Report on Behalf of the Medical Executive Committee (MEC) Meeting on September 8, 2022, and Recommendations for Board Approval of the Following:

Theodore Kaczmar, Jr., MD, Chief of Staff reviewed the Medical Executive Committee (MEC) Meeting of September 8, 2022, reports and Bylaw, Policy and Rules and Regulations revisions.

The following reports were received:

1. Credentials Committee Report
2. Interdisciplinary Practice Committee Report

Dr. Kaczmar, announced that there were six (6) new physicians were approved for initial appointment (3-Family Medicine, Internist, Ophthalmology, Gastroenterology); (23) Tele-Radiologist; one (1) physician requested an extended leave of absence; 5 (5) physicians resigned (Tele-Neurology, Tele-Radiology, Tele-Psychiatry, Pediatrics and Family Medicine); one (1) physicians was approved provisional to active privileges (Emergency Medicine); one (1) physician was approved for temporary privileges and one (1) physician for emeritus status. Five (5) clinical privilege delineations were revised (Anesthesia, OB/Gyn, Colorectal Surgery, Robotic Surgery, Hand Surgery).

Advanced practice initial appointments were two (2) Physician Assistants (PA) for Surgery and medicine and one (1) Nurse Practitioner (NP) for Medicine; one PA and one NP resigned; one PA was awarded temporary privileges for Cardiac Surgery. Robotic Surgery Assisting was added to surgical PA privilege form.

The Executive Committee recommended approval of new clinical privilege delineation for Robotic Surgery; the addition of Colorectal Surgery to the General Surgery clinical privilege delineation; Clinical Privileges Delineation Revisions; and revision to proctoring requirements in the for pain management.

No public comment received.

Dr. Kaczmar announced that there is a new Pfizer COVID-19 vaccine is available in the clinics and pharmacies. The new Pfizer vaccine has the components of the original vaccine and the variants of the Omicron sub variants BA 4 and BA 5.

MOTION:

Upon motion by Director Cabrera, second by Director Turner, the Board of Directors accept and approve the Credentials Committee and Interdisciplinary Practice Committee reports.

Ayes: Directors: Cabrera, Hernandez Laguna, Turner, and President Rey. Noes: None. Abstentions: None. Absent: Director Gage. Motion Carried.

*Consider Board **Resolution No. 2022-13** proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor's State of Emergency Declaration March 4, 202, and Authorizing Remote Teleconference Meetings for the Period of October 1, 2022, Through October 30, 2022.*

Matthew Ottone, Esq., District Legal Counsel, reported the resolution was included in the Board Packet, for the Boards consideration. The resolution is necessary to continue remote attendance by the District Board at Committee meetings and regular Board Meetings with waiver of certain requirements under The Brown Act. The law has changed allowing remote teleconferencing through 2024. A 30-day resolution is required each month.

No public input received.

MOTION:

Upon motion by Director Cabrera, second by Director Hernandez Laguna, the Board of Directors adopted **Resolution No. 2022-13** proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor's State of Emergency Declaration on March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period of October 1, 2022 through October 30, 2022, as presented.

Ayes: Directors: Cabrera, Hernandez Laguna, Turner, and President Rey. Noes: None.
Abstentions: None. Absent: Director Gage. Motion Carried.

ADJOURNMENT

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, September 22, 2022 at 4:00 p.m.** There being no further business, the meeting was adjourned at 6:47 p.m.

ATTEST:

Juan Cabrera
Secretary, Board of Directors

/es

SALINAS VALLEY MEMORIAL HOSPITAL
STATEMENTS OF REVENUE AND EXPENSES - BUDGET VS. ACTUAL
September 30, 2022

	Month of September,				Three months ended September 30,			
	Actual	Budget	Variance	% Var	Actual	Budget	Variance	% Var
Operating revenue:								
Gross billed charges	\$ 223,337,796	\$ 202,877,354	20,460,442	10.09%	\$ 668,433,199	\$ 622,150,300	46,282,899	7.44%
Deductions from revenue	169,203,073	156,001,206	13,201,867	8.46%	516,092,437	478,642,749	37,449,688	7.82%
Net patient revenue	54,134,723	46,876,148	7,258,575	15.48%	152,340,762	143,507,550	8,833,212	6.16%
Other operating revenue	550,444	1,374,687	(824,243)	-59.96%	2,123,543	4,124,060	(2,000,517)	-48.51%
Total operating revenue	54,685,167	48,250,834	6,434,333	13.34%	154,464,305	147,631,610	6,832,695	4.63%
Operating expenses:								
Salaries and wages	17,421,381	15,789,058	1,632,323	10.34%	53,059,981	48,303,831	4,756,150	9.85%
Compensated absences	2,519,565	3,033,107	(513,542)	-16.93%	7,959,046	9,235,134	(1,276,088)	-13.82%
Employee benefits	7,358,322	7,137,006	221,316	3.10%	22,163,547	22,162,144	1,403	0.01%
Supplies, food, and linen	7,497,972	6,213,598	1,284,374	20.67%	20,470,893	19,049,389	1,421,504	7.46%
Purchased department functions	4,356,683	3,490,994	865,689	24.80%	11,572,083	10,473,025	1,099,058	10.49%
Medical fees	2,049,972	2,026,754	23,218	1.15%	5,420,274	6,080,263	(659,989)	-10.85%
Other fees	2,527,182	2,094,220	432,962	20.67%	7,166,910	6,513,788	653,122	10.03%
Depreciation	1,651,869	1,892,338	(240,469)	-12.71%	5,683,598	5,699,997	(16,399)	-0.29%
All other expense	1,578,270	1,732,165	(153,895)	-8.88%	4,925,187	5,266,487	(341,300)	-6.48%
Total operating expenses	46,961,216	43,409,241	3,551,975	8.18%	138,421,519	132,784,058	5,637,461	4.25%
Income from operations	7,723,951	4,841,593	2,882,358	59.53%	16,042,786	14,847,552	1,195,234	8.05%
Non-operating income:								
Donations	169,553	166,667	2,886	1.73%	2,301,378	500,000	1,801,378	360.28%
Property taxes	333,333	333,333	(0)	0.00%	1,000,000	1,000,000	0	0.00%
Investment income	(3,134,114)	129,915	(3,264,029)	-2512.43%	(3,374,640)	389,746	(3,764,386)	-965.86%
Income from subsidiaries	(2,769,692)	(3,768,251)	998,559	-26.50%	(7,982,089)	(10,420,682)	2,438,593	-23.40%
Total non-operating income	(5,400,920)	(3,138,335)	(2,262,584)	72.10%	(8,055,351)	(8,530,936)	475,585	-5.57%
Operating and non-operating income	\$ 2,323,031	\$ 1,703,258	619,773	36.39%	\$ 7,987,435	\$ 6,316,617	1,670,819	26.45%

**SALINAS VALLEY MEMORIAL HOSPITAL
SCHEDULES OF NET PATIENT REVENUE
September 30, 2022**

	<u>Month of September,</u>		<u>Three months ended September 30,</u>	
	<u>current year</u>	<u>prior year</u>	<u>current year</u>	<u>prior year</u>
Patient days:				
By payer:				
Medicare	1,762	1,553	5,658	4,695
Medi-Cal	1,146	964	3,271	2,928
Commercial insurance	704	749	2,252	2,191
Other patient	76	71	295	344
Total patient days	<u>3,688</u>	<u>3,337</u>	<u>11,476</u>	<u>10,158</u>
Gross revenue:				
Medicare	\$ 96,219,936	\$ 86,871,071	\$ 297,290,894	\$ 268,703,634
Medi-Cal	67,211,441	57,526,189	190,759,092	171,807,998
Commercial insurance	52,928,243	50,189,204	156,753,414	149,083,669
Other patient	<u>6,978,176</u>	<u>7,129,690</u>	<u>23,629,799</u>	<u>25,025,799</u>
Gross revenue	<u>223,337,796</u>	<u>201,716,153</u>	<u>668,433,199</u>	<u>614,621,101</u>
Deductions from revenue:				
Administrative adjustment	107,512	483,877	610,292	978,289
Charity care	535,361	1,012,772	2,253,469	3,690,676
Contractual adjustments:				
Medicare outpatient	30,181,299	28,727,528	91,759,869	85,379,289
Medicare inpatient	35,407,331	37,096,830	125,700,425	110,214,968
Medi-Cal traditional outpatient	3,220,276	2,559,562	9,948,427	7,468,468
Medi-Cal traditional inpatient	4,195,198	5,239,091	13,182,718	17,042,211
Medi-Cal managed care outpatient	27,313,755	21,787,415	75,497,264	67,909,539
Medi-Cal managed care inpatient	25,823,325	20,196,240	71,310,003	62,124,937
Commercial insurance outpatient	18,201,106	18,125,359	53,320,836	50,910,833
Commercial insurance inpatient	20,268,730	16,266,947	58,712,860	50,902,363
Uncollectible accounts expense	4,021,602	3,745,228	11,922,369	11,514,735
Other payors	<u>(72,422)</u>	<u>38,442</u>	<u>1,873,905</u>	<u>2,001,084</u>
Deductions from revenue	<u>169,203,073</u>	<u>155,279,292</u>	<u>516,092,437</u>	<u>470,137,393</u>
Net patient revenue	<u>\$ 54,134,723</u>	<u>\$ 46,436,862</u>	<u>\$ 152,340,762</u>	<u>\$ 144,483,708</u>
Gross billed charges by patient type:				
Inpatient	\$ 112,650,472	\$ 103,333,462	\$ 348,700,935	\$ 319,805,534
Outpatient	81,402,029	69,968,237	235,084,367	211,266,196
Emergency room	<u>29,285,293</u>	<u>28,414,454</u>	<u>84,647,896</u>	<u>83,549,370</u>
Total	<u>\$ 223,337,794</u>	<u>\$ 201,716,153</u>	<u>\$ 668,433,198</u>	<u>\$ 614,621,101</u>

**SALINAS VALLEY MEMORIAL HOSPITAL
STATEMENTS OF REVENUE AND EXPENSES
September 30, 2022**

	<u>Month of September,</u>		<u>Three months ended September 30,</u>	
	<u>current year</u>	<u>prior year</u>	<u>current year</u>	<u>prior year</u>
Operating revenue:				
Net patient revenue	\$ 54,134,723	\$ 46,436,862	\$ 152,340,762	\$ 144,483,708
Other operating revenue	550,444	1,205,071	2,123,543	3,363,575
Total operating revenue	<u>54,685,167</u>	<u>47,641,933</u>	<u>154,464,305</u>	<u>147,847,283</u>
Operating expenses:				
Salaries and wages	17,421,381	15,631,010	53,059,981	46,891,772
Compensated absences	2,519,565	2,539,271	7,959,046	7,626,195
Employee benefits	7,358,322	7,225,821	22,163,547	22,522,425
Supplies, food, and linen	7,497,972	6,428,334	20,470,893	18,432,733
Purchased department functions	4,356,683	3,343,930	11,572,083	9,605,691
Medical fees	2,049,972	1,752,026	5,420,274	5,806,657
Other fees	2,527,182	1,157,831	7,166,910	3,506,671
Depreciation	1,651,869	1,732,670	5,683,598	5,300,772
All other expense	1,578,270	1,528,399	4,925,187	4,615,117
Total operating expenses	<u>46,961,216</u>	<u>41,339,292</u>	<u>138,421,519</u>	<u>124,308,033</u>
Income from operations	<u>7,723,951</u>	<u>6,302,641</u>	<u>16,042,786</u>	<u>23,539,250</u>
Non-operating income:				
Donations	169,553	166,667	2,301,378	500,000
Property taxes	333,333	333,333	1,000,000	1,000,000
Investment income	(3,134,114)	(1,113,460)	(3,374,640)	(761,168)
Taxes and licenses	0	0	0	0
Income from subsidiaries	(2,769,692)	(1,848,452)	(7,982,089)	(6,913,571)
Total non-operating income	<u>(5,400,920)</u>	<u>(2,461,912)</u>	<u>(8,055,351)</u>	<u>(6,174,739)</u>
Operating and non-operating income	2,323,032	3,840,729	7,987,436	17,364,511
Net assets to begin	<u>865,509,406</u>	<u>823,878,342</u>	<u>859,845,002</u>	<u>810,354,560</u>
Net assets to end	<u>\$ 867,832,438</u>	<u>\$ 827,719,071</u>	<u>\$ 867,832,438</u>	<u>\$ 827,719,071</u>
Net income excluding non-recurring items	\$ 2,323,032	\$ 3,358,951	\$ 7,987,436	\$ 16,882,733
Non-recurring income (expense) from cost report settlements and re-openings and other non-recurring items	<u>0</u>	<u>481,778</u>	<u>0</u>	<u>481,778</u>
Operating and non-operating income	<u>\$ 2,323,032</u>	<u>\$ 3,840,729</u>	<u>\$ 7,987,436</u>	<u>\$ 17,364,511</u>

**SALINAS VALLEY MEMORIAL HOSPITAL
SCHEDULES OF INVESTMENT INCOME
September 30, 2022**

	<u>Month of September,</u>		<u>Three months ended September 30,</u>	
	<u>current year</u>	<u>prior year</u>	<u>current year</u>	<u>prior year</u>
Detail of other operating income:				
Dietary revenue	\$ 111,488	\$ 131,930	\$ 373,419	\$ 400,005
Discounts and scrap sale	824	9,926	274,499	282,403
Sale of products and services	17,596	301,593	97,167	367,279
Clinical trial fees	0	13,902	0	20,878
Stimulus Funds	0	0	0	0
Rental income	173,485	162,287	523,336	482,900
Other	247,051	585,433	855,122	1,810,110
Total	\$ 550,444	\$ 1,205,071	\$ 2,123,543	\$ 3,363,575
Detail of investment income:				
Bank and payor interest	\$ 662,142	\$ 83,555	\$ 1,179,962	\$ 288,497
Income from investments	(3,791,540)	(1,157,911)	(4,549,887)	(1,075,291)
Gain or loss on property and equipment	(4,715)	(39,103)	(4,715)	25,625
Total	\$ (3,134,114)	\$ (1,113,460)	\$ (3,374,640)	\$ (761,168)
Detail of income from subsidiaries:				
Salinas Valley Medical Center:				
Pulmonary Medicine Center	\$ (88,756)	\$ (236,294)	\$ (496,170)	\$ (634,102)
Neurological Clinic	(155,202)	(60,225)	(231,778)	(153,947)
Palliative Care Clinic	(51,001)	(115,080)	(183,255)	(261,612)
Surgery Clinic	(90,825)	(126,421)	(381,241)	(323,871)
Infectious Disease Clinic	(31,748)	(35,349)	(86,592)	(77,275)
Endocrinology Clinic	(109,335)	(162,124)	(469,673)	(376,988)
Early Discharge Clinic	0	0	0	0
Cardiology Clinic	(354,671)	(436,319)	(1,104,945)	(1,212,929)
OB/GYN Clinic	(273,134)	(280,964)	(885,552)	(985,532)
PrimeCare Medical Group	(261,713)	(589,867)	(1,150,011)	(1,289,277)
Oncology Clinic	(251,289)	18,195	(754,547)	(749,999)
Cardiac Surgery	(349,700)	(154,577)	(787,400)	(490,435)
Sleep Center	23,695	(21,034)	(59,389)	(77,558)
Rheumatology	(69,476)	(63,727)	(185,698)	(151,517)
Precision Ortho MDs	(391,338)	(329,004)	(835,554)	(858,020)
Precision Ortho-MRI	0	0	0	0
Precision Ortho-PT	104,925	(91,765)	(120,069)	(162,887)
Vaccine Clinic	(1,030)	0	(1,254)	0
Dermatology	82,258	(25,859)	(43,040)	(72,361)
Hospitalists	0	0	0	0
Behavioral Health	(716,454)	(93,405)	(72,336)	(219,127)
Pediatric Diabetes	(50,614)	(57,500)	(140,148)	(140,260)
Neurosurgery	(12,719)	(22,080)	(70,965)	(52,548)
Multi-Specialty-RR	10,191	14,090	20,937	17,710
Radiology	(94,632)	(354,198)	(413,748)	(904,826)
Salinas Family Practice	(63,707)	(56,680)	(237,411)	(268,912)
Urology	47,502	0	(174,126)	0
Total SVMC	(3,148,773)	(3,280,187)	(8,863,965)	(9,446,273)
Doctors on Duty	64,212	1,501,560	289,319	1,305,473
Vantage Surgery Center	0	24,430	0	69,882
LPCH NICU JV	0	0	0	0
Central Coast Health Connect	0	0	0	0
Monterey Peninsula Surgery Center	211,934	(267,495)	401,453	861,709
Aspire/CHI/Coastal	0	(13,536)	(63,635)	(59,966)
Apex	64,627	84,917	99,612	116,858
21st Century Oncology	(19,752)	48,852	28,000	120,468
Monterey Bay Endoscopy Center	58,061	53,008	127,127	118,277
Total	\$ (2,769,692)	\$ (1,848,452)	\$ (7,982,089)	\$ (6,913,571)

**SALINAS VALLEY MEMORIAL HOSPITAL
BALANCE SHEETS
September 30, 2022**

	Current year	Prior year
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 284,067,791	\$ 330,242,613
Patient accounts receivable, net of estimated uncollectibles of \$31,257,588	84,941,326	77,169,477
Supplies inventory at cost	7,599,460	8,063,643
Other current assets	20,563,028	9,986,151
Total current assets	397,171,605	425,461,883
Assets whose use is limited or restricted by board	149,879,860	146,325,055
Capital assets:		
Land and construction in process	39,324,547	35,488,799
Other capital assets, net of depreciation	198,755,719	206,976,129
Total capital assets	238,080,266	242,464,928
Other assets:		
Investment in Securities	141,849,676	148,482,228
Investment in SVMC	12,605,206	14,852,109
Investment in Aspire/CHI/Coastal	1,679,677	3,641,741
Investment in other affiliates	22,941,120	22,403,354
Net pension asset	705,134	2,444,328
Total other assets	179,780,813	191,823,760
Deferred pension outflows	95,401,205	50,119,236
	\$ 1,060,313,749	\$ 1,056,194,863
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable and accrued expenses	\$ 61,687,786	\$ 56,327,207
Due to third party payers	23,067,473	56,596,240
Current portion of self-insurance liability	17,540,186	17,410,712
Total current liabilities	102,295,445	130,334,159
Long term portion of workers comp liability	14,058,922	14,556,513
Total liabilities	116,354,367	144,890,672
Pension liability	76,126,944	83,585,120
Net assets:		
Invested in capital assets, net of related debt	238,080,266	242,464,928
Unrestricted	629,752,172	585,254,143
Total net assets	867,832,438	827,719,071
	\$ 1,060,313,749	\$ 1,056,194,863

SALINAS VALLEY MEMORIAL HOSPITAL
SUMMARY INCOME STATEMENT
September 30, 2022

	<u>Month of September,</u>		<u>Three months ended September 30,</u>	
	<u>current year</u>	<u>prior year</u>	<u>current year</u>	<u>prior year</u>
Operating revenue:				
Net patient revenue	\$ 54,134,723	\$ 46,436,862	\$ 152,340,762	\$ 144,483,708
Other operating revenue	550,444	1,205,071	2,123,543	3,363,575
Total operating revenue	<u>54,685,167</u>	<u>47,641,933</u>	<u>154,464,305</u>	<u>147,847,283</u>
Total operating expenses	46,961,216	41,339,292	138,421,519	124,308,033
Total non-operating income	<u>(5,400,920)</u>	<u>(2,461,912)</u>	<u>(8,055,351)</u>	<u>(6,174,739)</u>
Operating and non-operating income	<u>\$ 2,323,032</u>	<u>\$ 3,840,729</u>	<u>\$ 7,987,436</u>	<u>\$ 17,364,511</u>

SALINAS VALLEY MEMORIAL HOSPITAL
BALANCE SHEETS
September 30, 2022

	<u>Current year</u>	<u>Prior year</u>
ASSETS:		
Current assets	\$ 397,171,605	\$ 425,461,883
Assets whose use is limited or restricted by board	149,879,860	146,325,055
Capital assets	238,080,266	242,464,928
Other assets	179,780,813	191,823,760
Deferred pension outflows	<u>95,401,205</u>	<u>50,119,236</u>
	<u>\$ 1,060,313,749</u>	<u>\$ 1,056,194,863</u>
LIABILITIES AND EQUITY:		
Current liabilities	102,295,445	130,334,159
Long term liabilities	14,058,922	14,556,513
	76,126,944	83,585,120
Net assets	<u>867,832,438</u>	<u>827,719,071</u>
	<u>\$ 1,060,313,749</u>	<u>\$ 1,056,194,863</u>

SALINAS VALLEY MEMORIAL HOSPITAL

PATIENT STATISTICAL REPORT

For the month of Sep and three months to date

	<u>Month of Sep</u>		<u>Three months to date</u>		<u>Variance</u>
	<u>2021</u>	<u>2022</u>	<u>2020-21</u>	<u>2021-22</u>	
<u>NEWBORN STATISTICS</u>					
Medi-Cal Admissions	49	40	140	114	(26)
Other Admissions	106	84	293	266	(27)
Total Admissions	155	124	433	380	(53)
Medi-Cal Patient Days	68	63	206	181	(25)
Other Patient Days	165	136	486	18	(468)
Total Patient Days of Care	233	199	692	199	(493)
Average Daily Census	7.8	6.6	7.5	2.2	(5.4)
Medi-Cal Average Days	1.4	1.8	1.5	1.7	0.2
Other Average Days	1.4	1.7	1.7	0.1	(1.6)
Total Average Days Stay	1.6	1.7	1.6	0.5	(1.1)
<u>ADULTS & PEDIATRICS</u>					
Medicare Admissions	286	356	916	1,157	241
Medi-Cal Admissions	274	291	728	824	96
Other Admissions	408	311	901	949	48
Total Admissions	968	958	2,545	2,930	385
Medicare Patient Days	1,356	1,387	4,021	4,637	616
Medi-Cal Patient Days	980	1,183	3,036	3,401	365
Other Patient Days	907	1,747	2,842	(3,721)	(6,563)
Total Patient Days of Care	3,243	4,317	9,899	4,317	(5,582)
Average Daily Census	108.1	143.9	107.6	46.9	(60.7)
Medicare Average Length of Stay	4.7	3.9	4.2	4.0	(0.2)
Medi-Cal Average Length of Stay	3.3	3.6	3.2	3.5	0.3
Other Average Length of Stay	2.3	4.6	2.5	-3.2	(5.6)
Total Average Length of Stay	3.3	4.0	3.3	1.3	(1.9)
Deaths	28	22	79	64	(15)
Total Patient Days	3,476	4,516	10,591	4,516	(6,075)
Medi-Cal Administrative Days	28	4	74	27	(47)
Medicare SNF Days	0	0	0	0	0
Over-Utilization Days	0	0	0	0	0
Total Non-Acute Days	28	4	74	27	(47)
Percent Non-Acute	0.81%	0.09%	0.70%	0.60%	-0.10%

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Sep and three months to date

	<u>Month of Sep</u>		<u>Three months to date</u>		<u>Variance</u>
	<u>2021</u>	<u>2022</u>	<u>2020-21</u>	<u>2021-22</u>	
<u>PATIENT DAYS BY LOCATION</u>					
Level I	274	463	752	463	(289)
Heart Center	323	431	961	431	(530)
Monitored Beds	755	642	2,387	642	(1,745)
Single Room Maternity/Obstetrics	407	347	1,109	347	(762)
Med/Surg - Cardiovascular	462	990	1,777	990	(787)
Med/Surg - Oncology	259	226	816	226	(590)
Med/Surg - Rehab	388	633	1,223	633	(590)
Pediatrics	69	153	276	153	(123)
Nursery	233	199	692	199	(493)
Neonatal Intensive Care	94	0	253	0	(253)
<u>PERCENTAGE OF OCCUPANCY</u>					
Level I	70.26%	118.72%	62.88%	116.14%	
Heart Center	71.78%	95.78%	69.64%	93.70%	
Monitored Beds	93.21%	79.26%	96.10%	77.54%	
Single Room Maternity/Obstetrics	36.67%	31.26%	32.58%	30.58%	
Med/Surg - Cardiovascular	34.22%	73.33%	42.92%	71.74%	
Med/Surg - Oncology	66.41%	57.95%	68.23%	56.69%	
Med/Surg - Rehab	49.74%	81.15%	51.13%	79.39%	
Med/Surg - Observation Care Unit	0.00%	84.71%	0.00%	82.86%	
Pediatrics	12.78%	28.33%	16.67%	27.72%	
Nursery	47.07%	40.20%	22.79%	19.66%	
Neonatal Intensive Care	28.48%	0.00%	25.00%	0.00%	

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Sep and three months to date

	<u>Month of Sep</u>		<u>Three months to date</u>		<u>Variance</u>
	<u>2021</u>	<u>2022</u>	<u>2020-21</u>	<u>2021-22</u>	
<u>DELIVERY ROOM</u>					
Total deliveries	152	108	426	362	(64)
C-Section deliveries	49	31	134	102	(32)
Percent of C-section deliveries	32.24%	28.70%	31.46%	28.18%	-3.28%
<u>OPERATING ROOM</u>					
In-Patient Operating Minutes	16,545	18,595	60,973	55,887	(5,086)
Out-Patient Operating Minutes	24,649	29,255	74,597	78,279	3,682
Total	41,194	47,850	135,570	134,166	(1,404)
Open Heart Surgeries	10	16	37	38	1
In-Patient Cases	121	126	419	403	(16)
Out-Patient Cases	243	295	742	818	76
<u>EMERGENCY ROOM</u>					
Immediate Life Saving	36	20	126	80	(46)
High Risk	411	545	1,293	1,605	312
More Than One Resource	2,602	3,019	7,874	8,891	1,017
One Resource	1,897	2,020	5,262	5,944	682
No Resources	97	96	325	278	(47)
Total	<u>5,043</u>	<u>5,700</u>	<u>14,880</u>	<u>16,798</u>	<u>1,918</u>

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Sep and three months to date

	Month of Sep		Three months to date		Variance
	2021	2022	2020-21	2021-22	
CENTRAL SUPPLY					
In-patient requisitions	16,315	15,295	102,118	105,727	3,609
Out-patient requisitions	6,250	6,730	67,967	63,426	-4,541
Emergency room requisitions	1,375	698	11,273	8,349	-2,924
Interdepartmental requisitions	7,849	7,115	49,644	44,398	-5,246
Total requisitions	31,789	29,838	231,002	221,900	-9,102
LABORATORY					
In-patient procedures	42,107	38,721	253,735	241,589	-12,146
Out-patient procedures	9,286	11,597	76,062	80,263	4,201
Emergency room procedures	9,433	11,145	60,934	76,430	15,496
Total patient procedures	60,826	61,463	390,731	398,282	7,551
BLOOD BANK					
Units processed	318	297	1,996	1,965	-31
ELECTROCARDIOLOGY					
In-patient procedures	1,041	1,068	6,566	6,885	319
Out-patient procedures	349	302	2,706	2,668	-38
Emergency room procedures	1,045	1,148	6,142	7,127	985
Total procedures	2,435	2,518	15,414	16,680	1,266
CATH LAB					
In-patient procedures	64	77	512	607	95
Out-patient procedures	51	71	571	625	54
Emergency room procedures	0	0	1	0	-1
Total procedures	115	148	1,084	1,232	148
ECHO-CARDIOLOGY					
In-patient studies	298	371	2,033	2,406	373
Out-patient studies	138	156	1,262	1,520	258
Emergency room studies	2	1	16	5	-11
Total studies	438	528	3,311	3,931	620
NEURODIAGNOSTIC					
In-patient procedures	140	165	1,109	1,090	-19
Out-patient procedures	24	27	169	164	-5
Emergency room procedures	0	0	0	0	0
Total procedures	164	192	1,278	1,254	-24

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Sep and three months to date

	Month of Sep		Three months to date		Variance
	2021	2022	2020-21	2021-22	
SLEEP CENTER					
In-patient procedures	0	0	1	0	-1
Out-patient procedures	183	167	1,315	1,153	-162
Emergency room procedures	0	0	0	0	0
Total procedures	183	167	1,316	1,153	-163
RADIOLOGY					
In-patient procedures	1,654	1,429	9,708	8,710	-998
Out-patient procedures	416	356	4,323	2,915	-1,408
Emergency room procedures	1,217	1,382	7,939	8,809	870
Total patient procedures	3,287	3,167	21,970	20,434	-1,536
MAGNETIC RESONANCE IMAGING					
In-patient procedures	105	141	860	890	30
Out-patient procedures	127	77	953	768	-185
Emergency room procedures	14	6	80	49	-31
Total procedures	246	224	1,893	1,707	-186
MAMMOGRAPHY CENTER					
In-patient procedures	2,718	3,550	20,910	24,711	3,801
Out-patient procedures	2,696	3,518	20,790	24,527	3,737
Emergency room procedures	3	0	3	8	5
Total procedures	5,417	7,068	41,703	49,246	7,543
NUCLEAR MEDICINE					
In-patient procedures	12	14	86	94	8
Out-patient procedures	61	78	506	541	35
Emergency room procedures	1	0	4	4	0
Total procedures	74	92	596	639	43
PHARMACY					
In-patient prescriptions	111,491	94,299	636,356	605,331	-31,025
Out-patient prescriptions	10,439	11,319	99,978	104,283	4,305
Emergency room prescriptions	5,342	7,197	36,983	48,996	12,013
Total prescriptions	127,272	112,815	773,317	758,610	-14,707
RESPIRATORY THERAPY					
In-patient treatments	29,606	21,738	156,457	131,478	-24,979
Out-patient treatments	143	981	3,391	7,896	4,505
Emergency room treatments	373	194	1,179	1,583	404
Total patient treatments	30,122	22,913	161,027	140,957	-20,070
PHYSICAL THERAPY					
In-patient treatments	2,256	2,396	16,109	16,284	175
Out-patient treatments	99	170	1,751	2,108	357
Emergency room treatments	0	0	0	0	0
Total treatments	2,355	2,566	17,860	18,392	532

SALINAS VALLEY MEMORIAL HOSPITAL
PATIENT STATISTICAL REPORT
For the month of Sep and three months to date

	<u>Month of Sep</u>		<u>Three months to date</u>		<u>Variance</u>
	<u>2021</u>	<u>2022</u>	<u>2020-21</u>	<u>2021-22</u>	
OCCUPATIONAL THERAPY					
In-patient procedures	1,445	1,660	9,403	10,682	1,279
Out-patient procedures	74	99	797	1,086	289
Emergency room procedures	0	0	0	0	0
Total procedures	<u>1,519</u>	<u>1,759</u>	<u>10,200</u>	<u>11,768</u>	<u>1,568</u>
SPEECH THERAPY					
In-patient treatments	348	525	2,682	3,077	395
Out-patient treatments	23	28	171	200	29
Emergency room treatments	0	0	0	0	0
Total treatments	<u>371</u>	<u>553</u>	<u>2,853</u>	<u>3,277</u>	<u>424</u>
CARDIAC REHABILITATION					
In-patient treatments	0	0	0	0	0
Out-patient treatments	498	401	2,637	4,268	1,631
Emergency room treatments	0	0	1	0	-1
Total treatments	<u>498</u>	<u>401</u>	<u>2,638</u>	<u>4,268</u>	<u>1,630</u>
CRITICAL DECISION UNIT					
Observation hours	<u>378</u>	<u>344</u>	<u>1,866</u>	<u>2,252</u>	<u>386</u>
ENDOSCOPY					
In-patient procedures	85	78	626	636	10
Out-patient procedures	12	29	159	223	64
Emergency room procedures	0	0	0	0	0
Total procedures	<u>97</u>	<u>107</u>	<u>785</u>	<u>859</u>	<u>74</u>
C.T. SCAN					
In-patient procedures	537	596	3,803	4,027	224
Out-patient procedures	445	281	3,598	2,517	-1,081
Emergency room procedures	433	552	3,208	4,164	956
Total procedures	<u>1,415</u>	<u>1,429</u>	<u>10,609</u>	<u>10,708</u>	<u>99</u>
DIETARY					
Routine patient diets	17,554	21,351	113,154	130,102	16,948
Meals to personnel	19,345	21,421	144,216	152,161	7,945
Total diets and meals	<u>36,899</u>	<u>42,772</u>	<u>257,370</u>	<u>282,263</u>	<u>24,893</u>
LAUNDRY AND LINEN					
Total pounds laundered	<u>99,573</u>	<u>100,531</u>	<u>710,088</u>	<u>689,921</u>	<u>-20,167</u>

Board Paper: Finance Committee

Agenda Item: Consider Recommendation for Board of Directors Approval and Award the Bulk Oxygen Supply Agreement to Messer LLC, a Delaware Limited Liability Company

Executive Sponsor: Clement Miller, Chief Operating Officer
Earl Strotman, Director Facilities Management & Construction
Jon Baird, Materials Management

Date: October 12, 2022

Executive Summary

SVMH uses approximately eight hundred thousand (800,000) standard cubic feet (SCF) of gaseous oxygen for patient care services on a monthly basis. This gaseous oxygen is supplied from vendor in a liquid state to minimize storage footprint. Current supply contract with Matheson Tri-Gas is scheduled to expire midnight, February 24, 2023 at which time SVMH must either have a new supplier in place or have renewed existing contract with present supplier.

Background/Situation/Rationale

SVMH entered into an initial 7-year bulk oxygen contract with Matheson Tri-Gas February 16, 2010 (this writer has no knowledge of agreements before this date). Periodic and automatic renewals have extended that contract to Friday night at midnight, February 24, 2023. Contract stipulation requires a 1-year notice to exercise notice of termination to enable exiting this contract without substantial fee. SVMH sent that notice of termination on 11-10-2021 and vendor acknowledged said notice on 11-22-2021.

Product supply price per unit of liquid oxygen (measured in hundred cubic feet or CCF) appeared to be substantially higher than experienced trade industry expected cost. Mitigating factors to high costs for SVMH include storage capacity (3,000 gallon tank), distance from manufacturing sites and related distribution costs, as well as number of vendor accounts in the general area (economy of scale in supply). Current price per unit has risen greater than 50% in 3 years. Cost for rental equipment has risen greater than 90% during this same period. It was determined then to put this liquid oxygen supply contract out for bid at earliest possible date.

An initial Request For Proposal (RFP), sent out in January 2021, did not result in any responses from several qualified vendors. Communication with same vendors indicated present storage capacity (3,000-gallons) was unattractive on a cost effective basis. Further investigation revealed substantial price savings if larger capacity storage tank was utilized. As present storage tank was greater than 35 years old, well past expected useful life, and slated for replacement this replacement with larger storage capacity was deemed very attractive for financial considerations. However, in consultation with SVMH General Contractor (Bogard Construction) and Geological Engineers (Axiom Engineering), feasibility of larger bulk oxygen storage tank was considered not tenable.

Limited to a 3,000-gallon vertical storage tank, three suppliers were found willing to supply bulk oxygen under suitable conditions. Those vendors were our current vendor MathesonTri-Gas, Inc., Messer LLC and Linde/Praxair Inc. This contract offers significant savings compared to the current vendor which has been driving prices upwards rapidly.

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial Implications

The essential terms of the proposed Lease are as follows:

Key Contract Terms	Messer LLC
1. Proposed effective date	November 1, 2022
2. Term of agreement	10 Years commencing with first delivery (February 24, 2023)
3. Renewal terms	Initial 10 years, successive 2-year auto-renewal with 12-month termination notice without cause.
4. Cost	\$2,652,003 bulk supply of oxygen \$574,583 equipment rental \$2,065,907 delivery cost, misc. fees, end of contract tank removal \$323,369 Initial Installation Fee ----- \$5,615,862 (Estimated 10 year cost dependent on oxygen usage)
5. Budgeted (indicate y/n)	Yes (Department Cost Center 8470).

Schedule: October 2022 – Anticipated Award to Bulk Liquid Oxygen Vendor
 February 2023 – Anticipated First Delivery of Bulk Liquid Oxygen (temporary system)
 February 2023 – Commencement of Contract Effective Date
 Unknown – Installation Date of Permanent 3,000 gallon Tank and Auxiliary Equipment

Recommendation

Consider recommendation for Board Approval and Award the Bulk Oxygen Supply Agreement to Messer LLC in the amount of five million, six-hundred fifteen thousand, eight hundred and sixty-two dollars (\$5,615,862) pending final negotiations.

Attachments

- Attachment 1: Draft Messer Product Supply Agreement
- Attachment 2: Vendor Scorecard

Product Supply Agreement – Medical – Messer Equipment

Messer LLC (“Messer”), a Delaware limited liability company, whose principal place of business is located at 200 Somerset Corporate Blvd., Suite 7000 Bridgewater, NJ 08807, and Salinas Valley Memorial Healthcare System (“Customer”), a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code, whose principal place of business is located at 450 E. Romie Lane, Salinas, California. 93901, agree as follows, effective November 1, 2022 (“Effective Date”). In accordance with Section 1.2, the date on which Customer shall commence receiving Product shall be February 25, 2023

Part I – Definitions, Prices, and Term

1.1 Definitions. Capitalized terms are defined in this agreement. The terms, “Equipment”, “Equipment Rent”, “Estimated Monthly Volumes,” “Incidental Charges”, “Locations”, “Other Charges”, “Products”, “Product Prices”, and “Product Specifications” are defined in Section 1.3. “Term” means the Initial Term and all Renewal Terms (each defined in Section 1.4), collectively. “Term Year” means the 12-month period starting on the first day of the Term, and each succeeding 12-month period.

1.2 Pre-Existing Agreements. Customer represents and warrants to Messer that it is party to an agreement with respect to the location listed in Section 1.3 (the “Pre-Existing Agreement”) which obligates Customer to purchase its requirements for the Products from a vendor other than Messer for its business operations conducted at the Location. Customer represents and warrants to Messer that its duty to purchase Product under the Pre-Existing Agreement expires on February 24, 2023 (“Termination Date”). Customer agrees that immediately following the Termination Date, Messer shall have the right to supply Product and rent Equipment at the Location as set forth in the tables in Section 1.3 and under the terms of this agreement. Messer agrees that it shall not supply Product to Customer, and Customer has no obligation to purchase Product from Messer, prior to the Termination Date.

1.3 Product, Equipment, and Related Terms. The Products and related Locations, Product Prices, Estimated Monthly Volumes, Product Specifications, Other Charges, Equipment, Equipment Rent, and Incidental Charges are as follows:

Product	Location	Product Price per 100 SCF	Estimated Monthly Volume SCF	Product Specifications		Other Charges			
						Compliance Charge per Delivery	Delivery Charge per Delivery	Energy Surcharge per CCF*	Fuel Surcharge per CCF*
Medical Liquid Oxygen	450 E. Romie Lane Salinas, CA 93901	\$ 1.97	795,000	Liquid Oxygen USP	\$26	\$150	\$*	\$*	

* Determined in accordance with Messer’s cost recovery program in effect at the time that the surcharge is incurred. Messer’s program with respect to fuel surcharges in effect as of the Effective Date is attached hereto as Exhibit A for reference.

Messer agrees that the Fuel Surcharge shall not exceed the surcharge levels set forth below:

Fuel Surcharge Levels (\$/CCF)		
0-75 miles	75-200 miles	200 + miles
\$0.053	\$0.105	\$0.158

The Energy Surcharge shall not exceed \$0.45/CCF; provided, however, that Messer shall be permitted to increase the Energy Surcharge in excess of \$0.45/CCF by providing written notice to Customer to the extent necessary to cover actual increases in costs to Messer as evidenced by relevant supporting documentation.

	Equipment	Equipment Rent	
		Rental Charge per Month	Maintenance Charge per Month
	3000 Medical Main Tank/1500 Medical Reserve Tank/7AH	\$ 1900.00	\$ 350

	Vaporizer/Messer Medical Manifold with Alarm Panel/Wireless Telemetry		
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Messer shall complete the initial installation of the Equipment in accordance with the assumptions set forth in Appendix I under the terms of this Agreement

Incidental Charges are Messer’s charges for the following incidents in effect at the time of the incident (the charges as of the Effective Date are provided for reference): Less than 48 hours notice (\$150), averted deliveries (\$300-\$1200 based on round trip miles from primary source), scale/weigh deliveries (\$50), off-site scale/weigh deliveries (\$100), Certificate of Analysis (\$100), restricted hours less than 120 hours/week or predetermined delivery schedule (\$150), signature required for delivery ticket (\$25), paper copy of invoice or delivery ticket (\$19), delivery delays >30 minutes (\$75 per 30 min increment), must be a first stop (\$150), trailer seals required (\$10), and Order Only (defined in Section 2.1(a)) (\$150). No Incidental Charge shall increase by more than ten (10%) percent in a Term Year and shall only increase upon written notice.

1.4 Term. The initial term of this agreement starts on the Effective Date and ends 10 years after February 25, 2023 (“Initial Term”). After the end of the Initial Term, the term of this agreement will automatically extend for successive terms of 2 years (each, a “Renewal Term”). However, a party may terminate this agreement on the last day of the Initial Term or any Renewal Term (each, an “Expiration Date”) by giving the other party a notice of termination at least 12 months before the Expiration Date.

Part II – General Terms for Medical Product and Equipment

2.1 Product Deliveries.

- (a) Subject to Section 2.2(a), Messer shall use commercially reasonable efforts to deliver to each Location, those quantities of Product that are necessary to supply Customer’s requirements at the Location. Messer shall schedule deliveries based upon information generated by an electronic monitor on the storage equipment or tube trailers at the Location, if applicable, Product inventory readings, and usage and operational patterns communicated by Customer, unless Customer requests deliveries on an order only basis (“Order Only”). If Customer requests Order Only, then, until Customer notifies Messer to resume scheduled deliveries: (i) Messer shall use commercially reasonable efforts to deliver Product within 48 hours after Customer’s order, subject to an Incidental Charge per order; and (ii) Messer will not monitor the Product inventory at the Locations, or schedule deliveries.
- (b) Customer shall monitor the Product inventory at each Location, and: (i) upon reasonable request of Messer, provide Messer with Product inventory readings on a timely basis to avoid a Product run-out if either: (1) the storage equipment or tube trailers at the Location do not have an electronic monitor; or (2) there is an issue with the power supply to the electronic monitor or the communication lines (e.g. phone lines or cellular coverage) between the monitor and Messer’s operations center; (ii) order Product on a timely basis to avoid a Product run-out if deliveries are Order Only; and (iii) upon reasonable request of Messer, communicate usage and operational patterns to Messer regardless of whether the storage equipment or tube trailers at the Location have an electronic monitor or deliveries are Order Only.

2.2 Product Requirements.

- (a) Messer shall supply to Customer an average monthly volume of Product up to 140% of the Estimated Monthly Volume. Messer may supply Customer’s requirements in excess of 140% of the Estimated Monthly Volume (“Excess Product”) if Messer determines that it has Excess Product available, in which case, the parties shall proceed in good faith to determine any costs required for Messer to supply Excess Product to Customer, and Customer shall pay those costs to Messer.
- (b) If Customer’s average consumption of Product in any six-month period is not more than 65% of the Estimated Monthly Volume, then Messer may revise the related Product Price in good faith by giving Customer a notice that states the terms of the revision provided that any increase to the Product Price pursuant to this Section 2.2(b) shall not exceed 10% of the then current Product Price. Section 3.2(c) will not apply to Product Price revisions under this Section 2.2.
- (c) If, after a Product Price increase under Section 2.2(b), Customer’s average consumption of Product in any consecutive six-month period is more than 65% of the Estimated Monthly Volume, then, within 30 days after the end of that six-month period, Messer shall reinstate the Product Price in effect before the increase, as adjusted by the percentages of any revisions applied under Section 3.2(c) during the period between the increase and the reinstatement. Customer will not have a right to terminate this agreement under Section 3.2(c) in connection with Product Price adjustments made under this Section.

2.3 Customer’s Obligations Regarding Equipment.

Customer shall: (a) furnish, prepare, and maintain in good order and repair at all times, a site (“Equipment Site”) on which the Equipment will be located before Customer requests Messer to deliver the Equipment; (b) cause the Equipment Site to conform to all applicable laws (including environmental laws) and Messer’s reasonable specifications and safety requirements for site preparation; (c) cause the Equipment Site to: (i) include a suitable, concrete foundation, free of any oil, grease, lubricants, and other combustibles; (ii) have all utilities, including phone lines, required for the ready and proper use and operation of the Equipment; (iii) be accessible to a distribution system for the delivery of Product from the Equipment Site to all points of use; (iv) have adequate security, including any fencing required to protect against the altering, repairing, adjusting of, or tampering with, the Equipment by unauthorized individuals; and (v) be free of any underground or overhead obstructions; (d) obtain any permits or licenses that are required for the installation or operation of the Equipment at the Equipment Site; (e) pay to Messer Messer’s then current charges for the shipment of the Equipment from the point of manufacture or storage to the Equipment Site (provided that such shipping costs shall not exceed \$25,000 per shipment), and for the cost of installation and removal of the Equipment (provided that such costs shall not exceed

\$400,000 per installation or \$100,000 per removal) ; (f) pay or reimburse Messer for all Equipment inspections required by law or Messer's inspection policy (provided that any Equipment inspection required to be performed by Messer in accordance with Messer's inspection policy shall not exceed \$5,000 per year); and (g) surrender to Messer the Equipment in good condition, ordinary wear and tear excepted, at the time of Messer's removal of the Equipment. Upon the termination of this Agreement, Messer and Customer shall work in good faith to coordinate the removal of the Equipment from Equipment Site within a reasonable time period.

2.4 No Excluded Provider. Messer represents that neither it, nor its employees, have been excluded from participation in any federal or state funded healthcare program at any time, including Medicare and Medicaid. Messer shall notify Customer of any threatened, proposed, or actual exclusion of Messer or its employees from any federal or state funded healthcare program. If an employee/agent of Messer performing services under this Agreement is excluded, Messer will replace that employee/agent within a reasonable time. If Messer is excluded, Customer may terminate this Agreement, without penalty upon written notice to Messer.

2.5 Government Access to Records. In accordance with 42 CFR §420.302, if applicable, and only to the extent required by law, Messer shall provide the Secretary of Health and Human Services and the Comptroller General of the United States, and their authorized representatives, access (in accordance with the provisions of Subpart D "Access to Books, Documents, and Records of Subcontractors") to this agreement, and Messer' books, documents, and records until the expiration of four years after the services are furnished under this agreement. In addition, Messer shall provide the Secretary of Health and Human Services and the Comptroller General of the United States, and their authorized representatives, similar access to contracts subject to Social Security Act §1861(v)(1)(I)(i) between Messer and organizations related to Messer, and to books, documents, and records of those organizations.

2.6 Right to Refuse Delivery. If Messer determines that the delivery of Product to a Location would be unsafe or in violation of any applicable laws (including U.S. Food and Drug Administration ("FDA") regulations), the National Fire Protection Association standards, or Messer's specifications and safety requirements, including the Equipment Site requirements in Section 2.3(b) (collectively the "Compliance Requirements") due to a condition present at the Location, and Messer gives Customer a notice describing the condition, then Messer may refuse to make further deliveries of Product at that Location until Customer removes or remedies the condition. Messer may terminate this agreement if Customer does not promptly remove the condition.

2.7 Legal Compliance. Customer shall use the Equipment and Products in compliance with the Compliance Requirements. Customer warrants that it has obtained and will maintain all necessary licenses and approvals required to purchase, store, use, and furnish to patients the Products, including as applicable: (i) CMS regulations; (ii) all state licensure requirements applicable to the Location; and (iii) federal and state privacy laws. Customer will notify Messer of any "adverse drug experience" (defined in 21 CFR §314.80) regarding any Product, and will cooperate with Messer in connection with any investigation, recall, and reporting requirement with the FDA.

2.8 Fraud and Abuse Laws. The parties intend for this agreement to comply with the fraud and abuse laws pertaining to healthcare (e.g. federal and state anti-kickback laws, Stark laws, and False Claims Act) and to conform as closely as possible to the personal services and equipment safe harbors under the federal anti-kickback statute. No part of any consideration between the parties is a prohibited payment to induce the other party to recommend or arrange for the referral of business to the other party or the ordering of items or services from the other party. No remuneration is intended to induce or encourage the referral of patients, or the purchase or rental of products, in violation of applicable laws.

2.9 Effect of Future Law Changes. If any applicable licensing, administrative or governmental agency, authority, or office investigates, questions, or challenges the legality of any aspect of this agreement, or Messer reasonably concludes that any aspect of this agreement does not comply with the requirements of any applicable law or regulation, then the parties shall proceed in good faith to negotiate the changes to this agreement that are reasonably necessary for the compliance with those legal requirements ("Legal Compliance Changes"), and shall amend this agreement to apply the Legal Compliance Changes. If, after good faith negotiation, the parties are unable to agree upon Legal Compliance Changes, then Messer may terminate this agreement by giving a notice to Customer at least 30 days before the effective date of termination. However, either party may extend the termination notice period in the previous sentence if necessary to comply with any applicable patient transition provisions as set forth either: (i) by Medicare regulations; or (ii) by other payors (e.g., Blue Cross/Blue Shield, United Healthcare, etc.) for whom Messer has agreed to extend the transition period.

2.10 Non-Medical Gases. If Customer purchases any gas Products that are not medical-grade gases (i.e. gas products that are not specified as either USP or NF)("Non-Medical Products"), then Customer acknowledges that the Non-Medical Products are not manufactured in accordance with applicable current FDA Good Manufacturing Practices, are not labeled as a drug, and are not sold by Messer as a drug. Customer shall not use Non-Medical Products: (i) as an ingredient in connection with the manufacture of a drug; or (ii) for any clinical purpose.

2.11 Nitrous Oxide. If Messer sells nitrous oxide to Customer, then Customer shall exercise extreme caution with respect to the storage and use of the nitrous oxide, primarily to prevent theft, misappropriation, or misuse. Customer acknowledges that the misuse of nitrous oxide can result in serious bodily injury or death. Customer shall: (i) indemnify Messer for any loss or damage suffered by Messer resulting from the use or misuse of the nitrous oxide that was delivered to Customer; and (ii) defend Messer against any third-party claims that arise from or relate to the nitrous oxide, unless the injury or death results directly from Messer's negligence.

2.12 Messer's Obligations Regarding Equipment. Messer shall furnish, install, prepare, and maintain in good operation and repair at all times all Equipment at Customer's sole cost and expense. Messer agrees to assign to Customer a manufacturer's warranty, to the extent

available and applicable to the Equipment. In the event that any Equipment is not covered by a manufacturer's warranty, Messer shall warranty that the Equipment will be free from any material manufacturing defects in workmanship or material in the six (6) month period starting on the installation of the Equipment, if and only if, the Equipment is properly maintained by Customer and further provided that Messer shall not be responsible for any damage resulting from Customer's negligent acts or omissions. Messer does not make any other express warranty regarding the Equipment. The Maintenance Charge set forth in Section 1.3 covers: (i) annual preventive maintenance inspection, (ii) regulator rebuild; (iii) line safety replacement; (iv) tank safety replacement; (v) tank and pressure gauge recalibration; (vi) tank vacuum testing and vacuum drawdown if necessary; (vii) maintenance of all tank valves; (viii) tank repair excluding customer phone line and power source; (ix) on pad alarm repair. Except for repair services required as a result of Messer's negligence, Customer shall pay Messer for repair services that are not covered by the Maintenance Charge at Messer's standard rates.

Part III – General Terms

3.1 Sale of Product and Rental of Equipment.

- (a) Except as otherwise provided for in this agreement: (i) Messer shall sell to Customer, and Customer shall buy exclusively from Messer, all of Customer's requirements for the Products (defined in Section 1.3 as bulk medical liquid oxygen) for Customer's business operations conducted at the Locations; and (ii) Customer shall not: (1) resell, distribute, or otherwise transfer any Products purchased by Customer from Messer; or (2) purchase from any person or entity any products that Customer could substitute for the Products.
- (b) Messer shall rent to Customer and Customer shall rent from Messer, the Equipment.

3.2 Pricing and Pricing Revisions.

- (a) Customer shall pay to Messer the Product Prices, Equipment Rent, Other Charges, and Incidental Charges as defined hereunder.
- (b) The Compliance Charge results from the costs incurred by Messer to comply with federal, state, and local laws. However, the amount of the Compliance Charge may not relate to actual compliance costs incurred by Messer, which may vary by the type of Product, service, geographic location, or time. The Compliance Charge is not a federal, state, or local tax, and Messer need not collect and pay the Compliance Charge to any federal, state, or local government.
- (c) The Product Prices and the Equipment Rent shall be firm for a period of 18 months beginning on the Effective Date. Thereafter, Messer may revise the Product Prices and the Equipment Rent by giving Customer a notice ("Price/Rent Revision Notice") that states the updated pricing, at least 30 days before the effective date of the revision. Messer shall not give Customer a Price/Rent Revision Notice that results in an increase to the Product Price or Equipment Rent by more than 5% during any Term Year except that Messer shall be entitled to give Customer a Price/Rent Revision Notice that results in an increase to the Product Price and the Equipment Rent of no greater than 12% one time during the Initial Term if Messer determines in good faith that a change in market conditions requires such increase, provided that Messer shall provide Customer with supporting documentation that demonstrates the need for such increase. Notwithstanding the foregoing, in the event Messer determines at any time during the Term of this Agreement that market conditions require an increase to the Product Price and Equipment Rent that exceeds 12%, Messer shall provide Customer with written notice of the same and shall have the right to terminate this Agreement immediately if Customer does not agree to the price increase set forth in the notice.
- (d) Messer may apply or revise the Other Charges, except for Fuel Surcharges, in accordance with its then current cost recovery program by giving Customer a written notice that states the Other Charges, provided that revisions to Energy Surcharges and Fuel Surcharges shall be subject to the limitations set forth in Section 1.3. In no event shall an Other Charge increase by more than ten (10%) percent in a Term Year.
- (e) The Other Charges, Incidental Charges, revisions to the Other Charges, and the reimbursements required under Section 3.9(a) do not constitute, in any case, a price increase under Section 3.2(c).

3.3 Taxes. Customer shall pay or reimburse Messer for all taxes and other impositions (e.g., fees, permits, and other charges) that are charged by any government (except Messer's income taxes), which relate to the Products or the Equipment, including their presence, use, operation, or maintenance.

3.4 Invoices and Payment Terms.

- (a) Customer shall pay all Messer invoices within thirty (30) days of receipt of the invoice. Messer may charge interest on past due invoices at the lower of 1½% per month or the highest rate permitted by law.
- (b) Customer waives any claim or defense that Customer has regarding any Messer invoice unless Customer delivers to Messer a notice, which describes the basis of the claim or defense within the 45-day period starting on the invoice date.

3.5 Change in Location. Messer may satisfy Customer's requirements, under the terms of this agreement, for Products at: (a) any location where Customer expands or relocates the operations of a Location; or (b) any location within a thirty mile radius of a Location where Customer begins conducting any business operations during the Term. Notwithstanding the foregoing, in the event Customer acquires a new location within a thirty mile radius of a Location, and such location is bound by an existing agreement that prevents Customer from purchasing Product from Messer under the terms of this Agreement, Customer shall not be required to purchase Product from Messer at such location.

3.6 Health and Safety Concerns.

- (a) Customer acknowledges that the Products are hazardous and Customer understands those hazards. Customer shall use Safety Data Sheets ("SDS") for the Products to warn its employees and others who are exposed to the Products of the hazards associated with those Products. Messer shall provide Customer with a copy of the applicable SDS, or access to the pages on Messer's website that contain SDS.
- (b) Customer is solely responsible for determining the suitability, compatibility, and use of the Products.

3.7 Warranty and Sole Remedies.

- (a) Messer warrants to Customer that Products delivered to Customer conform to the Product Specifications. Messer does not make any other express warranty regarding the Products, and does not make any express warranty regarding the Equipment. **MESSER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES FOR THE PRODUCTS AND THE EQUIPMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- (b) Customer's sole remedy, and the sole obligation of Messer for a breach of Messer's warranty, or a breach of Messer's obligation to deliver Product as required under this agreement, is for Messer to replace, free of charge, the quantity of Product that does not conform to the Product Specifications, or that Messer failed to deliver as required under this agreement, if, and only if, Customer gives Messer a notice of the breach within the 10-day period starting on the date of the breach.

3.8 Limitation on Damages and Indemnification.

- (a) In all events, regardless of the legal theory (e.g., breach of contract or warranty, negligence, strict liability, etc.): (a) **MESSER IS NOT LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL DAMAGES, OR ECONOMIC LOSS, INCLUDING ANY LOSS OF BUSINESS, PRODUCTION, OR PROFITS;** and (b) the total amount of damages that Customer may recover from Messer resulting from any occurrences arising in connection with their relationship contemplated by this agreement is limited to \$ 400,000 per occurrence, and \$ 800,000 for all occurrences, in the aggregate. However, the limitations specified in the previous sentence will not apply with respect to Indemnified Claims (defined in Section 3.8(b)).
- (b) Each party (the "Indemnifying Party") shall indemnify the other party, its affiliates, officers, directors, and employees (the "Indemnified Party") from any cost, damage, expense, or other loss or liability resulting from third party claims against an Indemnified Party for property damage or destruction, personal injury, or death, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party or its employees, agents, invitees or subcontractors under this agreement (each, an "Indemnified Claim"). If an Indemnified Party seeks indemnification for any Indemnified Claim, then the Indemnified Party shall: (i) promptly notify the Indemnifying Party of the Indemnified Claim; (ii) give the Indemnifying Party sole control over, and the right to settle the Indemnified Claim without the Indemnified Party's consent so long as the settlement does not impose any liability or obligation on the Indemnified Party; and (iii) provide the Indemnifying Party with information and assistance as the Indemnifying Party reasonably requests to defend the Indemnified Claim, at the Indemnifying Party's cost. The Indemnifying Party will be relieved of its obligations under this Section, only to the extent that the Indemnified Party breaches its obligations in the previous sentence, and the breach materially prejudices the Indemnifying Party's defense of the Indemnified Claim. The Indemnified Party may employ counsel to assist it with respect to the Indemnified Claim, at the Indemnified Party's cost.

3.9 Force Majeure.

- (a) With the exception of payment obligations, if either party cannot perform any of its obligations under this agreement by reason of any cause or event, whether foreseeable or unforeseeable, beyond its reasonable control, including any cause or event that makes the delivery of any of the Products commercially impracticable ("Force Majeure Event"), then the effected party need not perform the obligation. Notwithstanding the foregoing, Messer agrees not to charge interest as permitted by Section 3.4(a) if Customer is prevented from making timely payment due to a continuing Force Majeure Event. A Force Majeure Event includes: (i) natural disasters (e.g., earthquake, hurricanes, floods, fire); (ii) major upheavals (e.g., war riots, acts of terrorism, sabotage, labor strikes, embargoes); (iii) performance failures of any person or entity other than Messer, such as Messer's suppliers or subcontractors (e.g., curtailment of energy sources or other raw materials or feedstock, common carrier failure, contracted labor); (iv) extraordinary events (e.g., machinery and equipment failures or abnormal customer demand); and (v) government intervention (e.g., government orders, court orders, confiscation, condemnation, future laws). If a Force Majeure Event occurs, then Messer shall use commercially reasonable efforts to continue to provide Product to Customer or to provide Customer with replacement product and, unless Customer elects to purchase Product from another supplier as authorized in Section 3.9(b), Customer shall reimburse Messer for additional costs incurred by Messer to provide the Product or replacement product (e.g., additional costs associated with special purchase, freight or handling, and additional costs of electricity or other types of energy). If a Force Majeure Event affects only a part of Messer's capacity to deliver Product, then Messer may allocate Product among its customers (including distributors) until its capacity is restored.
- (b) Customer may purchase Product from another supplier for Customer's business operations conducted at a Location if: (i) Messer is unable to either continue to deliver Product or deliver replacement product to that Location due to a Force Majeure Event; or (ii) Customer is able to purchase Product from the other supplier at a price lower than the amount equal to Messer's price plus the additional costs described in Section 3.9(a).
- (c) If Customer purchases Product from another supplier as authorized by Section 3.9(b), then: (i) Customer shall resume purchasing its Product requirements exclusively from Messer when Messer is able to deliver Product or replacement product to the affected Location at no additional cost; (ii) Messer's warranty obligations under Section 3.7(a) will not apply during the period that any gas Product supplied by the other supplier is in any vessel used to store the Product, any system used to distribute the Product, or any process that uses the Product; and (iii) Customer shall reimburse Messer for any costs incurred in good faith by Messer to clean Messer's Equipment to remove contamination caused by gas Products supplied by the other supplier up to an amount equal to \$50,000.

3.10 Equipment Ownership, Access, and Risk of Loss

- (a) Customer acknowledges that Messer owns the Equipment, even if Customer affixes the Equipment to any real property owned or used by Customer. Customer shall not cause or permit: (i) any lien or other encumbrance on or against the Equipment; or (ii) the sublease, pledge, or transfer of possession of the Equipment. Customer shall cause to be removed any liens or other encumbrances that Customer causes or permits on or against the Equipment. Messer may file any financing statements and other notices that Messer deems necessary, including a notice that Messer owns the Equipment.

- (b) Customer: (i) shall grant Messer's authorized representative access to the Equipment at any time required for the performance of this agreement; and (ii) shall not cause or permit any person or entity other than Messer or Messer's authorized representative to have access to the Equipment.
- (c) Except as otherwise set forth in Section 2.12, Customer assumes all risk of loss or damage to the Equipment while it is at the Location, except for any loss or damage resulting from Messer's negligent act or omission or willful misconduct. If the Equipment is lost or cannot be repaired, then Customer shall pay to Messer an amount equal to the then current replacement cost of the Equipment but not to exceed \$1,000,000. If Messer elects to repair any damaged Equipment, then Customer shall pay Messer for its costs of making the repairs up to an amount equal to \$1,000,000.

3.11 Miscellaneous.

- (a) This agreement constitutes all of the terms of the contract between the parties regarding its subject matter and supersedes and terminates all previous agreements between the parties regarding this agreement's subject matter. Any term contained in a document used by either party (e.g., a purchase order or acknowledgement) that conflicts with, is different from, or is additional to, the terms of this agreement is not part of the contract between the parties.
- (b) Customer warrants to Messer that: (i) Customer is not a party to any pre-existing agreements that restrict Customer from purchasing its requirements for Products under this agreement; and (ii) the person signing this agreement on behalf of Customer has the authority to bind Customer to this agreement.
- (c) Delaware law governs all matters pertaining to the validity, construction, and effect of this agreement, without giving effect to any principles or rules of conflict of laws that apply the laws of another jurisdiction.
- (d) A waiver of any breach of this agreement does not constitute a waiver of any succeeding or other breach.
- (e) The parties may amend this agreement only by a written document that Customer and a Messer authorized representative sign.
- (f) Even if a court holds any part of this agreement to be invalid, this agreement will remain in force with the invalid part deleted.
- (g) If Messer agrees to deliver Product requested by Customer for Customer's business operations conducted at the Locations after the termination of this agreement, then, until the parties sign an agreement that supersedes this agreement, the terms of this agreement will apply to those deliveries and to any related Equipment. However: (i) Customer may also purchase Products requested under the previous sentence from other suppliers; (ii) Messer may charge a market price for any Products that Messer delivers under the previous sentence; and (iii) Messer may charge Messer's then current rent for any Equipment that Messer keeps at a Location to continue to deliver Product under the previous sentence.
- (h) Neither party shall assign its interest or obligations without the prior written consent of the other party which consent will not be unreasonably withheld or delayed.
- (i) Messer shall provide services under this agreement in accordance with state and federal laws and regulations applicable to Messer, and Messer's rules, regulations, policies and procedures. Messer agrees that no Messer employees or other representatives shall require access to the inside of a building at a Location in order to fulfill its obligations under this Agreement.
- (j) In performance of services under this agreement, it is mutually understood and agreed that the parties to the Agreement are at all times acting and performing as independent contractors, and nothing in this agreement shall be construed to create between Customer and Messer an employer/employee relationship or a joint venture relationship.
- (k) The parties shall maintain in effect throughout the term of this agreement general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate; and comprehensive automobile liability insurance in the minimum amounts of \$100,000 per occurrence and \$300,000 annual aggregate covering all motor vehicles, including owned, leased, non-owned, and hired vehicles that are or will be used in providing services under this agreement.

[Signature page follows.]

Accepted and Agreed to by:

Salinas Valley Memorial Healthcare System

Messer LLC

Authorized Representative Signature

Authorized Representative Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A TO PRODUCT SUPPLY AGREEMENT

Based on U.S Retail On-Highway Diesel pricing, Messer’s cost recovery program in effect as of the Effective Date is as set forth on this Exhibit A.

Diesel on-highway cost (\$/gal)			LOX/LIN surcharge levels (\$/ccf)			LAR
			0-75 miles	75-200 miles	200+ miles	Surcharge (\$/ccf)
\$1.80	to	\$2.00	\$0.003	\$0.005	\$0.007	\$0.013
\$2.01	to	\$2.20	\$0.005	\$0.010	\$0.015	\$0.025
\$2.21	to	\$2.40	\$0.008	\$0.015	\$0.023	\$0.038
\$2.41	to	\$2.60	\$0.010	\$0.020	\$0.030	\$0.050
\$2.61	to	\$2.80	\$0.013	\$0.025	\$0.038	\$0.063
\$2.81	to	\$3.00	\$0.016	\$0.030	\$0.046	\$0.076
\$3.01	to	\$3.20	\$0.018	\$0.035	\$0.053	\$0.088
\$3.21	to	\$3.40	\$0.021	\$0.040	\$0.061	\$0.101
\$3.41	to	\$3.60	\$0.023	\$0.045	\$0.068	\$0.113
\$3.61	to	\$3.80	\$0.026	\$0.050	\$0.076	\$0.126
\$3.81	to	\$4.00	\$0.028	\$0.055	\$0.083	\$0.138
\$4.01	to	\$4.20	\$0.031	\$0.060	\$0.091	\$0.151
\$4.21	to	\$4.40	\$0.033	\$0.065	\$0.098	\$0.163
\$4.41	to	\$4.60	\$0.036	\$0.070	\$0.106	\$0.176
\$4.61	to	\$4.80	\$0.038	\$0.075	\$0.113	\$0.188
\$4.81	to	\$5.00	\$0.041	\$0.080	\$0.121	\$0.201
\$5.01	to	\$5.20	\$0.043	\$0.085	\$0.128	\$0.213
\$5.21	to	\$5.40	\$0.046	\$0.090	\$0.136	\$0.226
\$5.41	to	\$5.60	\$0.048	\$0.095	\$0.143	\$0.238
\$5.61	to	\$5.80	\$0.051	\$0.100	\$0.151	\$0.251
\$5.81	to	\$6.00	\$0.053	\$0.105	\$0.158	\$0.263

APPENDIX I Assumptions

1. Messer agrees to rent to Customer a temporary oxygen portable unit ("Portable") in connection with the initial installation of the Equipment for a period no greater than 18 months. The rental charge for the Portable shall be an amount equal to \$11,250.00 per month and the Portable shall be deemed Equipment under this Agreement. The Portable rental period shall commence upon February 25th 2023 and end upon the first fill of the Equipment and on stream to the Location.
2. Customer shall be responsible for third party certification of the main medical bulk system including engaging a medical bulk certification verifier and obtaining applicable state, local, and regulatory permits.
3. Customer shall pay to Messer an amount equal to \$323,369.00 for the initial installation of the Equipment and mobilization of the Portable ("Total Cost") in the same manner provided for in the Agreement and as follows: (i) 50% of the Total Cost shall be due to Messer upon the installation of the Portable and (ii) 50% of the Total Cost shall be due to Messer on the day that the Equipment arrives at the Location. Unforeseen issues or delays caused by site conditions or regulatory delays may change the Total Cost.

Liquid Oxygen Vendor Supply Scorecard

Strotman, Earl

10/7/2022

Category	Weight	Matheson		Messer		Linde		Airgas	
		Score	Weighted	Score	Weighted	Score	Weighted	Score	Weighted
3,000 gallon Tank (REQ)	Pass/Fail	Yes	Pass	Yes	Pass	Yes	Pass	No	Fail
Responsiveness to RFP (1-3)	20%	1	0.2	3	0.6	2	0.4	0	0
Solution Design (0-10)	25%	3	0.75	7	1.75	5	1.25	0	0
Contract Language (0-10)	20%	2	0.4	6	1.2	7	1.4	0	0
Total Cost (0-10)	35%	4	1.4	8	2.8	6	2.1	0	0
Total Score		2.75		6.35		5.15		0	

- 1, Does not meet expectation
- 2, Meets expectation
- 3, Exceeds expectation

Board Paper: Finance Committee

Agenda Item: Consider Recommendation for Board Approval of the Fifth Amendment to Lease Agreement between Salinas Valley Memorial Healthcare System (“Lessee”) and Work Street Partners L.P., (“Lessor”) for Medical Records warehouse space located at 590 Work Street, Salinas, CA.

Executive Sponsor: Clement Miller, Chief Operating Officer
Earl Strotman, Facilities Management
Philip Katzenberger, Health Information Management

Date: October 3, 2022

Executive Summary

Current lease for Medical Records storage facility located at 590 Work Street, Salinas, CA is set to expire 10/31/2022. At this time, management desires to renew existing lease for an additional five (5) year period.

Background/Situation/Rationale

Lessor and Lessee previously entered into lease dated August 1, 2007, setting forth the terms and conditions of the use and occupancy of the “premises” therein described for the real property commonly known as 590 Work Street, Salinas, CA. Lessor and Lessee further extended into a First Amendment to lease for an additional two (2) years. Lessor and Lessee further extended into a Second Amendment to Lease dated November 10, 2014 whereas the parties extended the Lease for an additional four (4) years. Lessor and Lessee entered into a Third Amendment dated October 30, 2018 whereas the parties extended the lease for an additional four (4) years. A Fourth Amendment, dated March 7, 2022 changed the name of the Lessor.

Current Fourth Amendment to Lease at a cost of \$0.9834 per square foot is set to expire 10/31/2022. Fifth Amendment calls for initial ten percent (10%) increase in base rent to bring property into market parity, followed by 4 consecutive three (3) percent annual increases.

Market conditions support renewal of existing Lease Agreement (see attached market analysis).

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial Implications

The essential terms of the proposed Lease are as follows:

Key Contract Terms	Work Street Partners L.P.
1. Proposed effective date	November 1, 2022
2. Term of agreement	Five (5) years commencing November 1, 2022
3. Renewal terms	3% annually
4. Cost	17,845 square feet at \$1.0818 / sq. ft. (\$19,305 month, \$231,600 annually, \$1,158,300 duration of contract.
5. Budgeted (indicate y/n)	Yes (Department Cost Center 7500).

Schedule: October 2022 – Anticipate Board Approval for Lease.

Recommendation

Consider Recommendation for Board Approval of the Lease Agreement between Salinas Valley Memorial Healthcare System and the Work Street Partners L.P., for 17,845 square feet of warehouse space located at 590 Work Street, Salinas, CA 93901 in the amount of \$1,158,300.00.

Attachments

- Attachment 1: Fifth Amendment to Lease
- Attachment 2: Salinas Area Industrial Office Building Market Analysis
- Attachment 3: Sole Source Form

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE ("Amendment") is made and entered into this 1st day of September, 2022 by and between Work Street Partners, LP., ("Lessor"), and Salinas Valley Memorial Healthcare System, A Healthcare District ("Lessee").

RECITALS

- A. Lessor and Lessee previously entered into that certain lease dated August 1, 2007 with its attached Amendment to Lease dated August 14, 2007, setting forth the terms and conditions of the use and occupancy of the "premises" therein described for the real property commonly known as 590 Work Street, Salinas, CA. Lessor and Lessee further entered into a First Amendment to 1. Lease dated March 16, 2012 whereas the parties extended the Lease for an additional two (2) years. Lessor and Lessee further entered into a Second Amendment to Lease dated November 10, 2014 whereas the parties extended the Lease for an additional four (4) years. Lessor and Lessee entered into a Third Amendment dated October 30, 2018 whereas the parties extended the lease for an additional four (4) years. The Fourth Amendment dated March 7, 2022 changed the name of the Lessor name. The original Lease, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment shall be collectively referred to as the "Lease".
- B. Paragraph 1.3 of the Original Lease provided for a term of five (5) years ("Original Term"), which Original Term has expired, the First Amendment to the Lease provided for an additional two (2) year term which expired 10/31/2014, the Second Amendment to Lease provided for an additional four (4) year term which expired 10/31/2018, the Third Amendment to Lease provided for an additional four (4) year term which is currently expiring 10/31/2022.
- C. Lessee, upon one hundred twenty (120) days written notice shall be allowed to extend the Primary Lease Term by one (one) term extension ("Extension term") of five (5) years each, provided each and all of the following terms and conditions have been satisfied:
- a. The provisions of Paragraph 39, including those relating to Lessee's Default set forth in Paragraph 39.4 of the Lease, are conditions of these Extension Terms;
 - b. Except for the provisions of the Lease granting an Extension term, all of the terms and conditions of the Lease, except where specifically modified by this option, shall apply;
 - c. The monthly base rental rate for each month of the Extension term shall be calculated using the method indicated in Paragraphs 52 & 53 of Addendum #1 dated July 31, 2007.
- D. NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

AGREEMENT

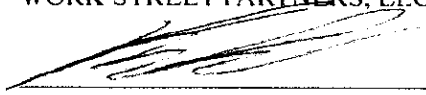
1. **Incorporation of Recitals:** The above Recitals are true and correct and are incorporated herein by this reference.
2. **Five Year Term Commencement Date:** The Five Year Term shall commence on November 1, 2022 and shall expire October 31, 2027.
3. **Base Rent:** Base Rent for the start of the extended Term shall be \$19,305.00 and shall be subject to a THREE percent (3%) annual adjustment on each anniversary to the Commencement Date (the "Adjustment Date") as shown below:

November 1, 2022 - October 31, 2023	\$ 19,305.00
November 1, 2023 - October 31, 2024	\$ 19,884.15
November 1, 2024 - October 31, 2025	\$ 20,480.67
November 1, 2025 - October 31, 2026	\$ 21,095.09
November 1, 2026 - October 31, 2027	\$ 21,727.95
4. **No other Changes:** Except as herein-above described, The Lease is and shall remain in full force and effect without modification. Any and all references to the "Lease" shall be deemed to refer to the Original Lease as amended and modified by this Fifth Amendment. All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.
5. **Fax Signatures Counterparts:** This Amendment may be signed in counterpart. Faxed Signatures shall be effective and deemed to have the same validity as original signatures.
6. **Lessee's Contingencies:** This Lease shall be contingent upon the approval by the Salinas Valley Memorial Healthcare System's Board of Directors. Should this contingency not be satisfied or waived in writing by Lessee within thirty (30) days of Lease Amendment execution, either party may terminate this Lease upon written notice to the other party. It is anticipated that this Lease may commence prior to satisfaction of this contingency. Lessor and Lessee acknowledge that the rent schedule under Section 3 of this Amendment shall be the rent schedule in effect until the satisfaction of this contingency or the termination of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year above written.

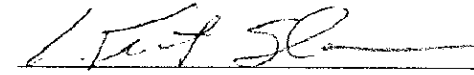
LESSOR:

WORK STREET PARTNERS, L.L.C.




Kenneth E. Slama

9-15-22
Date



L. Keith Slama

9-15-22
Date



Jannette Slama

9/15/2022
Date

LESSEE:

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM, A Healthcare District

By: _____

Date: _____

Title: _____

September 28, 2022

Earl Strotman, Director Facilities/Construction
Salinas Valley Memorial Healthcare System
450 E. Romie Lane
Salinas, CA 93901

RE: Broker Opinion of Value
590 Work St.
Salinas, CA

Dear Earl,

In accordance with your request, this letter shall serve as my opinion of market value for the above referenced industrial office building. The subject property consists of approximately 17,845 rentable square feet. The building is in excellent condition and should require little improvements upon occupancy. The fair market lease rate for the building can be established by comparing and contrasting the premises to comparable professional office space in the Salinas marketplace. Attached for your review is a comprehensive market survey of comparable properties.

If the property were available for lease in the open market it could expect to achieve a lease rate of \$1.00 - \$1.50 per square foot gross. Effective lease rates in the Salinas market have remained steady over the past six months and vacancy in the area is around 3%. This trend is expected to continue in the stable economic environment.

If I can be of further assistance please feel free to contact me at (949) 794-0000.

Sincerely,

California Commercial Real Estate Services



Christina Peters
Executive Property Manager
DRE # 01828991

Market Survey

	<i>Name/Location</i>	<i>Year Built</i>	<i>Building SF</i>	<i>Rental Quotes</i>	<i>Direct Vacancy</i>
	<i>Address</i>	<i>Class</i>	<i>Floors</i>	<i>Lease Type</i>	<i>Sublease Vacancy</i>
1	485-487 El Camino Real	1978	10,300	\$1.50	10,300
	Salinas, CA	Indus	1	Gross	N/A
2	905 Harkins Rd. Suite D	1937	79,290	\$1.50	2,800
	Salinas, CA	Indus	1	Gross	N/A
3	21860 Rosehart Way	1990	12,600	\$1.01	12,600
	Salinas, CA	Indus	2	Gross	N/A
4	1375 Abbott St.	1950	14,400	\$1.00	14,400
	Salinas, CA	Indus	1	Gross	N/A
5	607 Brunken Ave.	1971	38,744	\$1.30	5,250
	Salinas, CA	Indus	1	Gross	N/A

Justification for Sole Source Form

To: Contract Review Committee

From: Earl Strotman, MBA – Facilities & Construction

Type of Purchase:

- Non-Medical, Non-Surgical Equipment/Supplies >= \$25,000
- Data Processing/Telecommunication Goods >= \$25,000
- Medical/Surgical – Supplies/Equipment >= \$25,000
- Purchased Services >= \$350,000

Total Cost \$:	\$1,158,300
Vendor Name:	Work Street Partners, L.P.
Agenda Item:	Fifth Amendment to Lease Agreement

Statement of Need: My department’s recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of SVMHS. The procurements proposed for acquisition through sole source are the only ones that can meet the district’s need. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Describe how this selection results in the best value to SVMHS. See typical examples below.

Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations of the consultant. **Describe.**

Existing SVMHS equipment, inventory, custom-built information system, custom built data inventory system, or similar products or programs. **Describe.**

Uniqueness of the service. **Describe.**

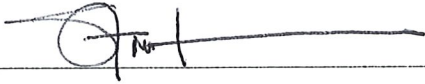
SVMHS has established a standard for this manufacturer, supplier or provider and there is only one vendor. SVMHS has occupied this property located at 590 Work Street since 2007, routinely making improvements and modifications for the safe and effective handling of Medical Records storage. The building remains in good condition, rents fall well within the lower range of current market values, and serves the purposes required by the Health Information Management team. Given the costs associated with moving off-site Medical Records, I believe it is in the best interest of SVMHS to renew this lease under said terms.

Factory-authorized warranty service available from only this single dealer. Sole availability at the location required. **Describe.**

Used item with bargain price (describe what a new item would cost). **Describe.**

Other -The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

By signing below, I am attesting to the accuracy and completeness of this form.

Submitter Signature  Date 10-06-2022

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into by and between **Steven G. Johnson, M.D.** ("Landlord") and **Salinas Valley Memorial Healthcare System**, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code ("Tenant") and is dated September 12, 2022. This Lease is made with reference to the following facts.

Recitals

- A. Landlord is the owner of certain land and improvements located at 1033 Los Palos Drive, Salinas, California. The land is more particularly described in Exhibit A attached to this Lease. The land and the building, parking area and other improvements located on the land, constitute the "Premises." The Building covering Suite A on first floor and Suite B on second floor containing approximately **7,539 Square feet**. The Property, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Property."
- B. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the entirety of the Property on the terms and conditions set forth in this Lease.

Based on the foregoing and in consideration of the mutual terms, covenants and conditions contained in this Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** As used in this Lease the following terms shall have the following definitions:

"Adjustment Date" is defined in Section 5.2.

"Commencement Date" is defined in Section 3.

"Event of Default" is defined in Section 22.

"Hazardous Material" is defined in Section 6.8.

"Initial Monthly Rent" is defined in Section 5.1.

"Landlord" is defined in the preamble of this Lease.

"Lease" is defined in the preamble of this Lease.

"Monthly Rent" is defined in Section 5.

"Property" is defined in Recital A.

"Tenant" is defined in the preamble of this Lease.

"Term" is defined in Section 3.

"Termination Date" is defined in Section 3.

"Trade Fixtures" is defined in Section 17.1.

2. **Lease.** Landlord leases to Tenant and Tenant leases from Landlord the Property on the terms and conditions set forth in this Lease.

3. **Term of Lease.** The term of this Lease ("Term") shall be for five (5) years commencing on December 1, 2022 ("Commencement Date"), and ending on November 30, 2027, unless sooner terminated pursuant to the terms of this Lease ("Termination Date").
4. **Delivery of Possession.** Tenant is currently occupying the entire Premises/Property set forth in Section A and attached Exhibit A.
5. **Monthly Based Rent:**

5.1 For the first twelve (12) months of the Term, the monthly rent shall be **\$16,208.85** ("Initial Monthly Rent") which is predicated on a fair market rental valuation of \$2.15 per square foot per month NNN (triple net). This shall be referred to as the Initial Monthly Rent, which, as adjusted from time to time pursuant to Section 5.2 below, will then be referred to as the "Monthly Rent Adjustments." The Monthly Rent shall be payable in advance on the first day of each month at the address set forth in Section 30 or such other address as Landlord may from time to time designate by written notice to Tenant.

5.2 On each anniversary of the Commencement Date (each an "Adjustment Date"), the Monthly Rent shall be adjusted to an amount below:

Year	Months of Term	Monthly Fixed Rent
2	December 1, 2023 – November 30, 2024	\$16,695.12
3	December 1, 2024 – November 30, 2025	\$17,195.97
4	December 1, 2025 – November 30, 2026	\$17,711.85
5	December 1, 2026 – November 30, 2027	\$18,243.20

6. **Use.** Tenant shall occupy and use the Property as a medical clinic, including exam rooms, physician offices, and administrative space and all other operations incident to the conduct of that business.
 - 6.1 Tenant shall not commit any acts on the Property, nor use the Property in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy carried by Landlord insuring the Property or the improvements on the Property. Tenant shall, at Tenant's own cost and expense, comply with all requirements of Landlord's insurance carriers that are necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Property and the improvements on the Property.
 - 6.2 Tenant shall comply with all laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to use of the Property.
 - 6.3 Tenant agrees not to use the Property for any immoral or unlawful purpose.
 - 6.4 Tenant shall not commit any waste or any public or private nuisance upon the Property.

Hazardous Materials.

- 6.5 Tenant shall comply with all environmental laws, regulations and ordinances and shall not, except as hereinafter provided, cause or permit substances or materials defined as hazardous, toxic or environmentally unsafe under any governmental law, regulation or ordinance to be brought upon, kept or used in, on, or under or about the Property, without the written consent of Landlord, except that Landlord's consent shall be unnecessary for those items constituting Hazardous Materials, stored, sold or used by Tenant in the ordinary course of Tenant's business as a health care provider. Tenant shall cause the use and storage of such Hazardous Materials (as defined herein) brought upon, kept or used by tenant in or about the Property to comply with all environmental laws, regulations and ordinances. Without limiting the foregoing, if the presence of any Hazardous Materials brought upon, kept or used by Tenant results in any contamination of the Real Property, Building or Property, Tenant shall take all actions, at Tenant's sole expense, that are necessary to comply with all environmental laws, regulations and ordinances. Tenant shall give immediate written notice to Landlord of (i) any action, proceeding or inquiry by any governmental authority or any third party with respect to the presence of any Hazardous Material on the Property or the migration thereof from or to other property or (ii) any spill, release or discharge of Hazardous Materials that occurs with respect to the Property or Tenant's operations of a reportable level under applicable law.
- 6.6 Tenant shall be responsible, at Tenant's sole cost and expense, for the proper handling, storage and removal of potentially infectious medical waste generated in the Property, and Tenant shall provide incineration or other proper disposal of such waste. Tenant's failure to properly dispose of such waste or failure to comply with environmental laws, regulations and ordinances shall be deemed a default of this Agreement.
- 6.7 Tenant shall indemnify and hold harmless Landlord, each lender to Landlord and their respective members, partners, directors, officers, employees, agents, successors and assigns (collectively "Landlord Parties") on an after-tax basis from and against any and all actions, suits, demands or judgments of any nature whatsoever, losses, damages, penalties, expenses, fees, claims, costs (including response and remedial costs), and liabilities, arising out of or in any manner connected with (i) the violation of any environmental law, rule or regulation with respect to the Property during or prior to the Term of this Lease (including any period of holding over, occupancy or possession by Tenant or any subtenant or assignee of Tenant after the expiration of the Term hereof); or (ii) the "release" or "threatened release" of or failure to remove, Hazardous Materials from the Property, any portion or portions thereof or any adjacent or surrounding areas, including any past or current release and any release or threatened release during the Term or any extension. The indemnity shall include all costs, fines, penalties, judgments, losses, attorney's fees, expenses and liabilities incurred by Landlord Parties for any such claim or any action or proceeding brought thereon including, without limitation, (a) all foreseeable consequential damages including without limitation loss of rental income and diminution in property value; and (b) the costs of any cleanup, detoxification or other ameliorative work of any kind or nature required by any governmental agency having jurisdiction thereof, including without limitation all costs of monitoring and all fees and expenses of consultants and experts retained by Landlord Parties. This indemnity shall survive the expiration or termination of this Lease. In any action or proceeding brought against Landlord Parties by reason of any such claim, Landlord Parties shall promptly notify Tenant of the same, and upon notice from Landlord, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.
- 6.8 As used in this Lease, the term "Hazardous Material" shall mean any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety, or property, including all of those materials and substances designated as hazardous or toxic by the city in which the Property are located, the U.S.

- 6.9 Environmental Protection Agency, the Food and Drug Administration, the California Water Resources Control Board, the Regional Water Quality Control Board, Central Coast Region, the California Air Resources Board, CAL/OSHA Standards Board, Division of Occupational Safety and Health, the California Department of Health Services, and any federal agencies that have overlapping jurisdiction with such California agencies, or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment. Without limiting the generality of the foregoing, the term "Hazardous Material" shall include all of those materials and substances defined as "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" in the Hazardous Waste Control Act, section 25100 *et seq.* of the California Health and Safety Code as the same shall be amended from time to time, petroleum, petroleum-related substances and the by-products, fractions, constituents and sub-constituents of petroleum or petroleum-related substances, asbestos, and any other materials requiring remediation now or in the future under federal, state or local statutes, ordinances, regulations or policies.
7. **Utilities.** During the Term, Tenant shall pay, before delinquency, all charges or assessments for internet, telephone, water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other utilities and services of any kind that may be used on the Property.
9. **Taxes.**
- 9.1 Subject to the provisions of Section 9.4, Tenant shall pay to the public authorities charged with the collection on or before the last day on which payment may be made without penalty or interest, as additional rent, all taxes, permit, inspection, and license fees, and other public charges of whatever nature that are assessed against the Property or arise because of Tenant's occupancy, use, or possession of the Property (including but not limited to taxes on Tenant's personal property), subsequent to the commencement of the Term, and all installments of assessments that are due during the Term.
- 9.2 Landlord agrees to give appropriate written instructions to public authorities for taxes, assessments, and public charges payable by Tenant to make sure that statements and billings will be mailed directly by public authorities to Tenant at the address set forth in Section 30. Tenant shall deliver to Landlord, on demand, original receipts or photocopies evidencing payment of all taxes, assessments, and public charges payable by Tenant. Provided that Tenant has received notice of the levying of a tax, assessment or charge, if Tenant fails to pay taxes, assessments, and charges on or before the last day on which payment may be made without penalty or interest, other than as provided for in this Section 9, Landlord may, but shall not be obligated to, pay those taxes, assessments, or charges, together with interest and penalties. Any amounts that Landlord may pay pursuant to this provision, together with interest at the rate of ten percent (10%) per annum, shall be repaid to Landlord by Tenant on demand as additional rent.
- 9.3 All real estate taxes levied on the Property for the tax year in which the Commencement Date falls shall be appropriately prorated between Landlord and Tenant, so that Tenant's share will reflect the portion of that tax year in which Tenant had possession of the Property under this Lease. Tenant shall pay Tenant's share of the taxes directly to Landlord and not to the public authorities charged with the collection. That payment shall constitute full performance by Tenant, and Landlord shall pay from those funds and Landlord's own funds all of the taxes for that tax year. Taxes levied on the Property for the tax year in which the Termination Date occurs shall be similarly prorated between Landlord and Tenant to reflect the period of Tenant's possession of the Property during that tax year. Tenant shall pay Tenant's share of those taxes to Landlord directly rather than to the public authorities, and that payment shall constitute full performance under this Lease with respect to this tax liability.

In the event of reassessment of the Building or Property resulting from a sale, refinancing or disposition of the Building or any interest therein, any change in ownership or any renovation by Landlord or new construction by Landlord in the Building during the Term (or extensions), Landlord should be 100% responsible for the increase in real estate taxes over the Base Year.

- 9.4 Tenant shall not be required to pay, discharge, or remove any tax (including penalties and interest), assessment, tax lien, forfeiture, or other imposition or charge against the Property or any part of the Property or any improvements, so long as Tenant diligently and in good faith contests the validity or the legality of the assessment, levy, or charge by appropriate legal proceedings, which should prevent the collection of the tax, assessment, imposition, or charge contested; provided however, that Tenant, prior to the date that the tax, assessment, imposition, or charge is due and payable, shall either have paid it under protest or shall have, (i) in the case of real estate taxes, posted a bond with Landlord sufficient to cover the amount of the taxes and penalties and interest and, (ii) in the case of taxes other than real estate taxes, given to Landlord a letter executed by an officer of Tenant assuring Landlord that the tax, assessment, imposition, or charge will be paid when and to the extent that the legal proceedings conclude in a final determination that the tax, assessment, imposition, or charge is valid, legal and owing. Upon such final determination, Tenant agrees to immediately pay the contested tax, assessment, imposition, or charge, together with all interest and penalties, if any, and remove and discharge any lien or forfeiture arising from the prior nonpayment. If any proceedings are brought by Tenant, Tenant agrees to indemnify Landlord for all reasonable loss, cost, or expense that may be imposed on Landlord in connection with the proceeding. Tenant's right to contest taxes as provided in this Lease shall not extend beyond the point where Landlord's title to the Property could be lost. In any event, Tenant shall notify Landlord in advance of any tax contest proceedings that Tenant intends to initiate and shall then inform Landlord of all significant developments in the proceedings as they may occur.
- 9.5 If Tenant has not paid any tax, assessment, or public charge required by this Lease to be paid by Tenant before its delinquency, or if a tax, assessment, or public charge is contested by Tenant and that tax, assessment, or public charge has not been paid within thirty (30) days after a final determination of the validity, legality, or amount of the tax, assessment or public charge, then Landlord may, but shall not be required to, pay and discharge the tax, assessment, or public charge. If a tax, assessment, or public charge, including penalties and interest, are paid by Landlord, the amount of that payment shall be due and payable to Landlord by Tenant with the next succeeding installment of rent, and shall bear interest at the rate of ten percent (10%) per annum from the date of the payment by Landlord until repayment by Tenant.
- 9.6 If any assessments for local improvements become a lien after the Commencement Date, Tenant shall pay only the installments of the assessments that become due and payable during the Term. On the request of Tenant, Landlord shall cooperate or join with Tenant in any application that may be necessary to permit the payment of the assessments in installments.
- 9.7 The covenants to pay taxes by Tenant in this Section 9 shall not be deemed to include the payment of any inheritance, estate, succession, transfer, gift, franchise, corporation, income, or profit tax, or capital levy that is or may be imposed on Landlord.
10. **Condition of Property.** Except as otherwise expressly provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty of any kind whatsoever with respect to fitness for use or purpose, design, value, quality of material or workmanship, merchantability or the condition of the Property, or any part thereof, or with respect to the suitability for the conduct of Tenant's business. This Lease is being entered into after full investigation of the Property by Tenant and Tenant is relying solely upon the results of Tenant's own inspections. Tenant acknowledges that the Property and improvements are in good order, repair and condition and Tenant accepts the condition of the Property in its "as is, with all faults" condition.
11. **Repairs and Maintenance.** Tenant waives the provisions of Civil Code Sections 1941 and 1942 and any

other law that would require Landlord to maintain the Property in a tenantable condition or would provide Tenant with the right to make repairs and deduct the cost of those repairs from the rent.

11.1 Landlord's Repairs and Services. Landlord shall at Landlord's expense maintain the structural soundness of the roof, including structural beams of the roof, foundation, and exterior walls of the Property in good repair, reasonable wear and tear and casually damaged excepted. The term "exterior walls" shall not include windows, glass or plate glass, doors, storefronts of office entries. Landlord shall, at Landlord's expense, perform the maintenance, repair or replacement (as determined by Landlord in its sole discretion) of the roof and roof membrane. Any damage caused by or repairs necessitate by any act or omission of Tenant or Tenant's Parties may be repaired by Landlord at Landlord's option and at Tenant's expense, and the costs incurred by Landlord, together with interest at the Applicable Interest Rate from the date incurred, shall be paid to Landlord by Tenant as Additional Rent upon demand. Tenant shall immediately give Landlord written notice of any defect or need for repairs after which Landlord shall have a reasonable time within which to repair the same. Landlord's liability with respect to any defects, repairs, or maintenance for which Landlord is responsible under any of the provision of this Lease shall be limited to the cost of such repairs or maintenance. Landlord shall have no obligation or liability to perform any work under this Article Eleven until Landlord has received written notice of the need for such work and Landlord has been afforded a reasonable time to within which to contract for and obtain performance of the required work.

11.2 Tenant's Repairs and Maintenance. Tenant shall, at Tenant's expense, timely make all necessary repairs, and use diligence to keep in good and safe condition, the remaining portions of the Property as set forth in section A and attached Exhibit A, including without limitation to personal property, windows, mirrors, glass panels, doors, walls and wall finishes, fixtures and hardware, floor covering, heating and air conditioning systems, plumbing and electrical systems and fixtures, light fixtures, alarm system and fire sprinklers, excluding only those items of maintenance or repair which are the responsibility of Landlord under Section 11.1. Tenant shall be responsible for the cost of all consumable items used within the Property, including but not limited to toilet tissue, Kleenex, paper towels and light bulbs. Tenant shall at Tenant's expense also perform regular removal of trash and debris except as provided by routine service provided by Landlord. Tenant shall not damage or disturb the integrity of any wall within the Property. Landlord and Tenant agree that the rights and obligations or the parties regarding the repair and maintenance of the Property are to be governed solely by the provisions of this Lease.

12. **Alterations.**

12.1 Tenant shall have the right to make alterations to the building and improvements on the Property only with the prior written consent of the Landlord, which shall not be unreasonably withheld. Tenant shall provide to Landlord of a set of plans and specifications for the alterations no later than forty-five (45) days prior to the scheduled construction. The plans and specifications shall be deemed approved if Landlord does not provide written objection to Tenant on or before fifteen (15) days after receipt of Tenant's plans and specifications. Tenant shall construct the alterations and improvements solely in accordance with the plans and specifications which are approved by Landlord. All improvements, additions, and alterations shall be made using only contractors licensed to perform such work in the State of California, in accordance with applicable laws, and at Tenant's own expense. Tenant shall indemnify and defend Landlord for all liens, claims, or damages caused by remodeling, improvements, additions, or alterations.

12.2 All alterations that are permanently attached to the Property and improvements made to the Property shall become the property of Landlord and shall remain on and be surrendered with the Property at the expiration or sooner termination of this Lease, including any renewals or extensions.

12.3 At least ten (10) days before any construction commences or materials are delivered for any alterations that Tenant is making to the Property, Tenant shall give written notice to Landlord as

to when the construction is to commence, or the materials are to be delivered. Landlord shall then have the right to post and maintain on the Property any notices that are required to protect Landlord and Landlord's interest in the Property from any liens for work and labor performed or materials furnished in making the alterations; provided, however, that it shall be Tenant's duty to keep the Property free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Property at the request of Tenant.

- 12.4 Tenant will not at any time permit any mechanics', laborers', or materialmen's liens to stand against the Property for any labor or material furnished to Tenant or claimed to have been furnished to Tenant or Tenant's agents, contractors, or subtenants, in connection with work of any character performed or claimed to have been performed on the Property by or at the direction or sufferance of Tenant; provided, however, that Tenant shall have the right to contest the validity or amount of any lien or claimed lien, upon giving to Landlord a letter executed by Tenant assuring that the lien or claimed lien will be paid, when and to the extent that the lien is finally determined to be valid and owing. Tenant's right, however, to contest these liens shall not extend beyond the point where Landlord's title to the Property could be lost. On final determination of the lien or claim of lien, Tenant will immediately pay any final judgment rendered, with all property costs and charges, and shall have the lien released or judgment satisfied at Tenant's own expense. If Tenant fails to pay the judgment promptly or otherwise fails to prevent any sale, foreclosure, or forfeiture of the Property because of a lien, Landlord shall have the right, upon five (5) days' written notice to Tenant, to pay or prevent this action, and the amount paid by Landlord shall be immediately due and payable to Landlord, and shall bear interest at the rate of ten percent (10%) per annum from the date of payment by Landlord until repayment by Tenant.
13. **Entry.** Tenant shall permit Landlord or Landlord's agents, representatives, and employees to enter the Property at all reasonable times and upon reasonable notice to inspect the Property to determine whether Tenant is complying with the terms of this Lease and to do other lawful acts that may be necessary to protect Landlord's interest in the Property under this Lease or to perform Landlord's duties under this Lease.
14. **Surrender of Property, Holding Over.** On the Termination Date or the end of any extension or renewal of this Lease, Tenant shall promptly surrender and deliver the Property to Landlord in as good condition as they are now at the date of this Lease, reasonable wear and tear excepted.
15. **Indemnity.** Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims, demands, and causes of action of any nature and any expense incident to the defense, for injury to or death of persons or loss of or damage to property occurring on or about the Property that grow out of or are connected with Tenant's use or occupancy of the Property or the condition of the Property during the Term, Except for any losses arising as a result of Landlord's negligence or willful misconduct. Tenant's obligations under this Section shall survive termination of this Lease.
16. **Insurance.**
- 16.1 At all times during the Term, Landlord shall maintain in full force and effect insurance on the building and improvements that may be built or placed on the Property, against the hazard of fire, with all standard extended coverage, in an amount equal to their full insurable value, with a replacement cost endorsement, excluding the cost of excavation and of foundation below the level of the ground and such other insurance as Landlord considers necessary or appropriate. Tenant shall pay to Landlord as additional rent the insurance premium costs for the insurance which Landlord maintains under this Section 16. Tenant shall pay Landlord for the insurance premium cost that Tenant is obligated to pay under this Section 16 in one of the following ways. The selection of which of the methods described below shall be the method by which Tenant shall pay shall be in the sole discretion of Landlord and may be changed by Landlord from time to time throughout the Term.

- 16.1.1 Landlord may estimate or may provide actual insurance billing statement and bill to Tenant the amount to be paid by Tenant on account of the insurance premium cost hereunder, and Tenant shall make monthly payments to Landlord, in the same manner that Tenant pays the Monthly Rent.
- 16.1.2 In the alternative, Landlord may bill Tenant, and Tenant shall pay, as follows. At the commencement of each policy period for each such policy of insurance, Landlord shall notify Tenant of the insurance premium costs for that policy of insurance and that policy period. Tenant shall pay to Landlord the insurance premium costs within thirty (30) days after written notice from Landlord to Tenant of the amount of the required premium payment.
- 16.2 Tenant shall procure and maintain commercial general liability insurance designating Landlord as a named insured against any and all claims for bodily injury and property damage occurring in, or about the Property (including without limitation damage or injury to vehicles or persons in the parking lot located on the Property) or arising out of Tenant's use or occupancy of the Property. Such insurance shall have a combined single limit of not less than two million dollars (\$2,000,000) per occurrence with a five million dollar (\$5,000,000) aggregate limit. Such liability insurance shall be primary and not contributing to any insurance available to Landlord and any insurance maintained by Landlord shall be excess thereto. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this Lease.
- 16.3 Each policy of insurance shall be issued by a responsible insurance company authorized to do business in California, and shall be issued in the names of Landlord, Tenant, and any beneficiary under any deed of trust covering the Property, if required by the deed of trust, as their respective interests may appear. Tenant shall deliver a certificate for each insurance policy to Landlord with all relevant endorsements. Each policy of insurance shall be primary and noncontributory with any policies carried by Landlord and, to the extent obtainable, any loss shall be payable notwithstanding any act or negligence of Landlord that might otherwise result in forfeiture of insurance. Each insurance policy shall provide that a thirty (30) day notice of cancellation and of any material modification of coverage shall be given to all named insureds. The insurance coverage required under this Section may be carried by Tenant under a blanket policy insuring other locations of Tenant's business, provided that the Property covered by this Lease are specifically identified as included under that policy. Tenant agrees that upon the failure to insure as provided in this Lease, or to pay the premiums in the insurance, Landlord may contract for the insurance and pay the premiums, and all sums expended by Landlord for the insurance shall be considered additional rent under this Lease and shall be immediately repayable by Tenant.
- 16.4 Tenant shall, during the Term and any renewals or extensions, maintain at Tenant's own cost and expense, an insurance policy insuring against damage or destruction by fire, theft, or the elements for their full insurable value all fixtures and equipment that is on the Property at any time during the Term or any renewal or extension.
- 16.5 At all times during the Term and any extensions or renewals, Tenant agrees to keep and maintain, or cause Tenant's agents, contractors, or subcontractors to keep and maintain, workers' compensation insurance and other forms of insurance as may from time to time be required by law or may otherwise be necessary to protect Landlord and the Property from claims of any person who may at any time work on the Property, whether as a servant, agent, or employee of Tenant or otherwise. This insurance shall be maintained at the expense of Tenant or Tenant's agents, contractors, or subcontractors and not at the expense of Landlord.
- 16.6 Landlord agrees that it will tender and turn over to Tenant or to Tenant's insurers the defense of any claims, demands, or suits instituted, made, or brought against Landlord or against Landlord and Tenant jointly, within the scope of this Section. However, Landlord shall have the right to approve the selection of legal counsel, to the extent that selection is within Tenant's control, which approval shall not be unreasonably withheld. In addition, Landlord shall retain the right at

Landlord's election to have Landlord's own legal counsel participate as co-counsel, to the extent that claims are made that may not be covered by Tenant's insurers.

- 16.7 Notwithstanding anything herein to the contrary, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer whereby the insurer waives its rights of subrogation against the other party.

17. **Trade Fixtures.**

- 17.1 Tenant shall have the right, at any time and from time to time during the Term and any renewals or extensions, at Tenant's sole cost and expense, to install and affix on the Property items for use in Tenant's trade or business, which Tenant deems advisable (collectively "Trade Fixtures"). Trade Fixtures installed in the Property by Tenant shall remain the property of Tenant and may be removed at the expiration of the Term or any extension, provided that any damage to the Property caused by the removal of the Trade Fixtures shall be repaired by Tenant, and further provided that if Tenant elects to abandon any Trade Fixtures, Landlord shall have the right to either keep any abandoned Trade Fixtures or require Tenant to remove the Trade Fixtures that Tenant has otherwise elected to abandon.

- 17.2 Any Trade Fixtures that are not removed from the Property by Tenant within thirty (30) days after the Termination Date shall be deemed abandoned by Tenant and shall automatically become the property of Landlord as owner of the real property to which they are affixed.

18. **Signs.** Tenant may display signage near the main entrance of the Property and along the Los Palos Drive indicating the Property as the location of "Salinas Valley Medical Clinic." Tenant shall maintain signage in good appearance and repair at all times during this Lease. At the Termination Date, any signage not removed from the Property by Tenant may, without damage or liability, be destroyed by Landlord.

19. **Damage and Destruction.**

- 19.1 If the Property are damaged or destroyed by any casualty then Landlord may, but shall have no obligation to, elect to repair, reconstruct, or restore the Property after any such damage or destruction thereto, by giving notice of such election in writing to Tenant within sixty (60) days after the occurrence of the event causing the damage or destruction. If Landlord elects to repair, reconstruct, or restore in accordance with this Section 19.1, this Lease shall continue in full force and effect and Landlord shall proceed with due diligence to complete the repair, reconstruction or restoration so far as practicable and allowed by applicable law. If Landlord elects not to repair, reconstruct, or restore the Property after any such damage or destruction, Landlord shall have the right to terminate this Lease. If Landlord shall not elect to terminate this Lease, this Lease shall remain in full force and effect; provided, however, that if the damage or destruction of the Property is such that the Property have been rendered untenable (and Landlord has not elected to repair, reconstruct or restore), Tenant shall have the right to terminate this Lease by written notice to Landlord given within thirty (30) days following the expiration of such sixty (60)-day period. If this Lease shall be terminated as provided in this Agreement, all amounts paid or payable by Tenant to Landlord shall, where applicable, be prorated between Landlord and Tenant as of the date of such damage or destruction; provided, that if Tenant remains open for business following the date of such damage or destruction this Lease shall continue in effect until the date actual notice of termination is given as provided herein and all amounts hereunder shall be prorated as of the date of such notice.

- 19.2 If Landlord elects under Section 19.1 to repair, reconstruct or restore the Property after any damage or destruction thereto, Tenant shall, at its own expense, as soon as reasonably practicable replace or fully repair, reconstruct or restore its fixtures, improvements, furniture, equipment, signs and all other property to the condition existing immediately prior to the damage or destruction, to the

extent practicable and permitted by applicable law.

- 19.3 Tenant shall have no interest in or any claim to any portion of the proceeds of any insurance maintained pursuant to Section 16.1.
- 19.4 If damage to the Property or repair or rebuilding of the Property after such damage renders the Property untenable in whole or in part, and Landlord repairs such damage pursuant to the provisions of Section 19.1, then a proportionate abatement of the Monthly Rent (but not any other monetary obligations due hereunder) shall be allowed from the date on which such damage occurs until the date the damage is repaired by Landlord under Section 19.1. The proportionate abatement shall be computed on the basis of the relation which the gross square foot area of space rendered untenable bears to the total square footage of the Property.

20. **Condemnation.**

- 20.1 If, during the Term or any renewal or extension, the whole of the Property shall be taken pursuant to any condemnation proceeding, this Lease shall terminate as of 12:01 a.m. of the date that actual physical possession of the Property is taken, and after that, both Landlord and Tenant shall be released from all obligations under this Lease.
 - 20.2 If, during the Term or any renewal or extension, only a part of the Property is taken pursuant to any condemnation proceeding and the remaining portion is not suitable or adequate for the purposes for which Tenant was using the Property prior to the taking, or if the Property should become unsuitable or inadequate for those purposes by reason of the taking of any other property adjacent to the Property pursuant to any condemnation proceeding, or if by reason of any law or ordinance the use of the Property for the purposes specified in this Lease shall become unlawful, then and after the taking or after the occurrence of the other described events, Tenant shall have the option to terminate this Lease. The option can be exercised only after the taking or after the occurrence of the other described events by Tenant giving ten (10) days' written notice to Landlord, and rent shall be paid only to the time when Tenant surrenders possession of the Property.
 - 20.3 If only a part of the Property is taken pursuant to any condemnation proceeding under circumstances that Tenant does not have the option to terminate this Lease as provided in this Section, or having the option to terminate, Tenant elects not to terminate, then Landlord shall at Landlord's expense promptly proceed to restore the remainder of the Property to a self-contained architectural unit, and the Monthly Rent payable shall be reduced effective as of the date of the taking to an amount that shall be in the same proportion to Monthly Rent payable prior to the taking, as the number of square feet of floor area within the building remaining after the taking bears to the number of square feet of floor area within the building immediately prior to the taking.
 - 20.4 If the whole or any part of the Property are taken pursuant to any condemnation proceeding, then Landlord shall be entitled to the entirety of any condemnation award except that portion allocable to Tenant's unsalvageable Trade Fixtures.
21. **Assignment and Subletting.** Tenant, except for an affiliated of Tenant, shall not assign this Lease or sublet any portion of the Property without the prior written consent of Landlord, which shall not be unreasonably withheld. Subsequent to any approved assignment, Tenant shall remain primarily liable for the rent to be paid under this Lease and the performance of all terms and conditions of this Lease.
22. **Default.** Any of the following events or occurrences shall constitute a material breach of this Lease by Tenant and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):
- 22.1 The failure by Tenant to pay any amount in full when it is due under the Lease;
 - 22.2 The failure by Tenant to perform any obligation under this Lease, which by its nature Tenant has no capacity to cure;

- 22.3 The failure by Tenant to perform any other obligation under this Lease, if the failure has continued for a period of ten (10) days after Landlord demands in writing that Tenant cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Tenant may have a longer period as is necessary to cure the failure, but this is conditioned upon Tenant's promptly commencing to cure within the ten (10)-day period and thereafter diligently completing the cure. Tenant shall indemnify and defend Landlord against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured.
- 22.4 A general assignment by Tenant for the benefit of Tenant's creditors; any voluntary filing, petition, or application by Tenant under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Property by Tenant without Landlord's prior written consent; or the dispossession of Tenant from the Property (other than by Landlord) by process of law or otherwise.
- 22.5 The appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets; or the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Tenant of a petition to have Tenant declared bankrupt, or a petition for reorganization or arrangement of Tenant under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days;
- 22.6 The abandonment of the Property by Tenant.
23. **Remedies.** Upon the occurrence of an Event of Default, Landlord, in addition to any other rights or remedies available to Landlord at law or in equity, shall have the right to:
- 23.1 Terminate this Lease and all rights of Tenant under this Lease by giving Tenant written notice that this Lease is terminated, in which case Landlord may recover from Tenant the aggregate sum of:
- 23.1.1 The worth at the time of award of any unpaid rent that had been earned at the time of termination.
- 23.1.2 The worth at the time of award of the amount by which (A) the unpaid rent that would have been earned after termination until the time of award exceeds (B) the amount of the rental loss, if any, as Tenant affirmatively proves could have been reasonably avoided;
- 23.1.3 The worth at the time of award of the amount by which (A) the unpaid rent for the balance of time term after the time of award exceeds (B) the amount of rental loss, if any, as Tenant affirmatively proves could be reasonably avoided.
- 23.1.4 Any other amount necessary to compensate Landlord for all the detriment caused by Tenant's failure to perform Tenant's obligations or that, in the ordinary course of things, would be likely to result from Tenant's failure; and
- 23.1.5 All other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California law.

As used in clauses (i) and (ii) of Section 23.1, the worth at the time of award is computed by allowing interest at the rate of ten percent (10%) per annum. As used in clause (iii) of Section 23.1, the worth at the time of award is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). As used in this Section, the term rent shall include Monthly Rent and any other payments required

by Tenant under this Lease.

- 23.2 Continue this Lease, and from time to time, without terminating this Lease, either:
- 23.2.1 Recover all rent and other amounts payable as they become due or.
- 23.2.2 Relet the Property or any part on behalf of Tenant on terms and at the rent that Landlord, in Landlord's sole discretion, may deem advisable, all with the right to make alterations and repairs to the Property, at Tenant's cost, and apply the proceeds of reletting to the rent and other amounts payable by Tenant. To the extent that the rent and other amounts payable by Tenant under this Lease exceed the amount of the proceeds from reletting, the Landlord may recover the excess from Tenant when due.
- 23.3 Upon the occurrence of an Event of Default, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Property and remove all persons and property from the Property. Landlord may store the property removed from the Property in a public warehouse or elsewhere at the expense and for the account of Tenant.
- 23.4 None of the following remedial actions, alone or in combination, shall be construed as an election by Landlord to terminate this Lease unless Landlord has in fact given Tenant written notice that this Lease is terminated or unless a court of competent jurisdiction decrees termination of this Lease: any act by Landlord to maintain or preserve the Property; any efforts by Landlord to relet the Property; any re-entry, repossession, or reletting of the Property; or any re-entry, repossession, or reletting of the Property by Landlord pursuant to this Section. If Landlord takes any of the previous remedial actions without terminating this Lease, Landlord may nevertheless at any later time terminate this Lease by written notice to Tenant.
- 23.5 If Landlord relets the Property, Landlord shall apply the revenue from the reletting as follows: first, to the payment of any indebtedness other than rent due from Tenant to Landlord; second, to the payment of any cost of reletting, including without limitation finder's fees and leasing commissions; third, to the payment of the cost of any maintenance and repairs to the Property; and fourth, to the payment of rent and other amounts due and unpaid under this Lease. Landlord shall hold and apply the residue, if any, to payment of future amounts payable under this Lease as the same may become due and shall be entitled to retain the eventual balance with no liability to Tenant. If the revenue from reletting during any month, after application pursuant to the previous provisions, is less than the sum of (i) Landlord's expenditures for the Property during that month and (ii) the amounts due from Tenant during that month, Tenant shall pay the deficiency to Landlord immediately upon demand.
- 23.6 After the occurrence of an Event of Default, Landlord, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Tenant. However, Landlord must by prior notice first allow Tenant a reasonable opportunity to cure, except in cases of emergency, where Landlord may proceed without prior notice to Tenant. Tenant shall, upon demand, immediately reimburse Landlord for all costs, including costs of settlements, defense, court costs, and attorneys' fees that Landlord may incur in the course of any cure.
- 23.7 No security or guaranty for the performance of Tenant's obligations that Landlord may now or later hold shall in any way constitute a bar or defense to any action initiated by Landlord for unlawful detainer or for the recovery of the Property, for enforcement of any obligation of Tenant, or for the recovery of damages caused by a breach of this Lease by Tenant or by an Event of Default.

- 23.8 Except where this is inconsistent with or contrary to any provisions of this Lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this Lease shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.
24. **Late Charge.** Tenant acknowledges that Tenant's failure to pay any installment of the Monthly Rent or any other amounts due under this Lease as and when due may cause Landlord to incur costs not contemplated by Landlord when entering into this Lease, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. Accordingly, if any installment of the Monthly Rent or any other amount due under the Lease is not received by Landlord as and when due, then, without any notice to Tenant, Tenant shall pay to Landlord an amount equal to five percent (5%) of the past due amount, which the parties agree represents a fair and reasonable estimate of the costs incurred by Landlord as a result of the late payment by Tenant.
25. **Default Interest** If Tenant fails to pay any amount due under this Lease as and when due, that amount shall bear interest at ten percent (10%) per annum from the due date until paid.
26. **Waiver of Breach.** Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other term of this Lease; and the acceptance of rent shall not constitute a waiver of any breach of any term of this Lease, except as to the payment of rent accepted.
27. **Estoppel Certificates.** At any time, with at least fifteen (15) days' prior notice by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord a certificate certifying:
- 27.1 The Commencement Date and the Term.
 - 27.2 The amount of the Monthly Rent.
 - 27.3 The dates to which rent and other charges have been paid;
 - 27.4 That this Lease is unmodified and in full force or, if there have been modifications, that this Lease is in full force, as modified, and stating the date and nature of each modification.
 - 27.5 That no notice has been received by Tenant of any default by Tenant that has not been cured except, if any exist, those defaults must be specified in the certificate, and Tenant must certify that no event has occurred that, but for the expiration of the applicable time period or the giving of notice or both, would constitute an Event of Default under this Lease;
 - 27.6 That no default of Landlord is claimed by Tenant, except, if any, those defaults must be specified in the certificate; and
 - 27.7 Other matters as may be reasonably requested by Landlord.
- Any certificate may be relied on by prospective purchasers, mortgagees, or beneficiaries under any deed of trust on the Property or any part of it.
28. **Attorneys' Fees.** If any action at law or in equity is brought to recover any rent or other sums under this Lease, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or

conditions of this Lease, or for the recovery of the possession of the Property, the prevailing party shall be entitled to recover from the other party as part of prevailing party's costs reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered. Each party shall bear its own attorneys' fees and costs incurred in the negotiation and implementation of this Lease.

29. **Authority.** Each person signing this Lease on behalf of a party expressly represents and warrants that he or she has received full and complete authority to sign this Lease on behalf of that party, whether the party is an individual or an entity, by the exercise of any necessary powers governing the execution of contracts by that party and that no further approval of any kind is necessary to bind that party to this Lease.
30. **Notices.** Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing and shall be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To Tenant: Salinas Valley Memorial Healthcare System
Attn: Office of the President/CEO
450 East Romie Lane
Salinas, CA 93901

Tenant's Property Manager: C/O California Commercial Real Estate
Attn: Property Manager
321 E. Romie Lane, Suite B
Salinas, CA 93901

To Landlord: Steven G. Johnson M.D.
1081 Los Palos Drive
Salinas, CA 93901

Either party, Tenant or Landlord, may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided in this Section.

31. **Successors and Assigns.** Without waiver of the provisions of this Lease concerning assignment, each and all of the rights, benefits, duties, liabilities, and obligations of the parties under this Lease shall inure to the benefit of, and be binding upon, their respective successors and permitted assigns.
32. **Partial Invalidity.** Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law. Any provision of this Lease held to be void or unenforceable under applicable law shall be deemed stricken and all remaining provisions of this Lease shall continue to be valid and binding upon the parties.
33. **Entire Agreement.** This instrument constitutes the sole agreement between Landlord and Tenant respecting the Property, the leasing of the Property to Tenant, and the specified lease term, and correctly sets forth the obligations of Landlord and Tenant. Any agreement or representations respecting the Property or their leasing by Landlord to Tenant not expressly set forth in this instrument are void.
34. **Time of Essence.** The time limits stated in this Lease are of the essence of this Lease. The performance of the obligations of the parties within the times set forth in this Lease is a material term of this Lease. In the computation of any period of time provided for in this Lease or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday. All time periods expiring on a specified date or period in this Lease shall be deemed to expire at 5:00 p.m. Pacific Time on such specified date or period.

35. **Monetary Obligations.** All monetary obligations of Tenant to Landlord under the Lease, including but not limited to the Monthly Rent, shall be deemed rent.
36. **Amendments.** No addition, alteration, amendment, change, or modification to this Lease shall be binding upon the parties, or any of them, unless reduced to writing and signed by each and all of the parties.
37. **Subordination.**
- 37.1 This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or later placed upon the Property and to any advances made on the security of it or Landlord's interest in it, and to all renewals, modifications, consolidations, replacements, and extensions of it. However, if any mortgagee, trustee, or ground landlord elects to have this Lease prior to the lien of its mortgage or deed of trust or prior to its ground lease, and gives notice of that to Tenant, this Lease shall be deemed prior to the mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of the mortgage, deed of trust, or ground lease, or the date of recording of it. If any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary, Tenant shall attorn to the purchaser at the foreclosure sale or to the grantee under the deed in lieu of foreclosure. If any ground lease to which this Lease is subordinate is terminated, Tenant shall attorn to the ground landlord. Tenant agrees to execute any documents, in form and substance reasonably acceptable to Tenant, required to for the subordination, to make this Lease prior to the lien of any mortgage or deed of trust or ground lease, or to evidence the attornment.
- 37.2 If any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary, or if any ground lease to which this Lease is subordinate is terminated, this Lease shall not be barred, terminated, cut off, or foreclosed. Neither shall the rights and possession of Tenant under this Lease be disturbed, if Tenant is not then in default in the payment of rent and other sums due under this Lease or otherwise in default under the terms of this Lease, and if Tenant attorns to the purchaser, grantee, or ground landlord as provided in Section 37.1 or, if requested, enters into a new lease for the balance of the term of this Lease on the same terms and provisions in this Lease. Tenant's covenant under Section 37.1 to subordinate this Lease to any ground lease, mortgage, deed of trust, or other hypothecation later executed is conditioned on each senior instrument containing the commitments specified in this subsection.
38. **Third Party Rights.** This Lease has been made and is made solely for the benefit of the parties and their respective permitted successors and assigns. Nothing in this Lease, express or implied, is intended to confer upon any individual or entity, other than the parties and their respective permitted successors and assigns, any rights or remedies, nor is anything in this Lease intended to relieve or discharge the obligation or liability of any third persons to any party to this Lease, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Lease.
39. **Cooperation.** Each of the parties agrees to use reasonable and good faith efforts to take, or cause to be taken, all action to do, or cause to be done, and to assist and cooperate with any and all other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Lease including signing, acknowledging, and delivering any instruments and documents as may be necessary, expedient, or proper, to carry out the intent and purpose of this Lease. Each party agrees to exercise good faith and fair dealing in the performance of its obligations under this Lease.
40. **Governing Law.** This Lease shall be governed by and construed in accordance with California law.
41. **Drafting of Lease.** It is understood and agreed by the parties that this Lease has been arrived at through negotiation and deliberation by the parties, with each party having had the opportunity to review and revise this Lease and to discuss the terms and effect of this Lease with counsel of its choice. Accordingly, any rule

of law or legal decision that would require interpretation of any ambiguities in this Lease against the party that has drafted it is not applicable and is waived.

42. **Interpretation.** This Lease shall be construed as a whole and in accordance with its fair meaning. The organization and format of this Lease (including the numbering of, or the captions, headings, or titles to, any sections or paragraphs of this Lease) are intended solely for convenience of reference and shall not be used to construe the scope, meaning, intent, or interpretation of any part of this Lease. Whenever used in this Lease, the word "including" shall be deemed to be followed by the words "but not limited to." Each number, tense, and gender used in this Lease shall include any other tense, number, or gender where the context and references so require. Any pronoun used in this Lease shall be read in the singular or plural number and in such gender as the context may require.
43. **Counterparts.** This Lease may be signed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same complete instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original.
44. **Approval by SVMHS Board of Directors.** This Lease shall be contingent upon the approval by the Salinas Valley Memorial Healthcare System's Board of Directors. Should this contingency not be satisfied or waived in writing by Tenant within thirty (30) days of Lease execution, either party may terminate this Lease.
45. **Renewal Option.** Provided Tenant is not in default of the Terms of the Lease, the Tenant shall have the right to extend the lease term for a single and concurrent 3 years. To exercise its Renewal Option, Tenant shall notify Landlord, in writing, on or before June 30, 2026, of its exercise. Such notice shall clearly state that Tenant is exercising its Renewal Option, be signed and dated and provided for a Landlord signature.

If Tenant exercises its Renewal Option to extend the Term, Tenant shall continue to lease the Premises for the Renewal Term upon the same terms and conditions set forth in this Lease except that the Monthly Base Rent for the first year of the Renewal Term payable by Tenant to Landlord shall increase by three percent (3%) of the last year of the Extension Term (or \$18,790.50). Monthly Base Rent shall thereafter increase, upon each anniversary of the commencement date of the Renewal Term, by three percent (3%) per year for each succeeding year of the Renewal Term.

46. **Net Lease.** Tenant agrees that this Lease is purely net to Landlord and Tenant is responsible for all costs associated with or incurred in respect to the Property excluding only the Landlord maintenance obligation set forth in Section 11.1. If there is a cost or expense incurred or suffered in connection with or related to the Property which is not specifically addressed in this Lease, Tenant shall pay such cost or reimburse Landlord for such cost, within ten (10) days of notice therefor from Landlord to Tenant.
47. **Tenant Improvement.** Landlord shall, at Landlord's sole cost and expense, replace carpet on the stairs and second floor of the Building (the "Tenant Improvement Work") within sixty (60) days of Lease Execution. Landlord shall reasonably coordinate with Tenant for the relocation of office equipment, furniture and furnishings in the Premises as necessary in order to accommodate the Tenant Improvement Work.
48. **Right of First Refusal.** Landlord grants to Tenant a right of first refusal to purchase the Building on the terms and conditions of this section known as the Right of First Refusal. ("ROFR"). The ROFR will be valid for the Extension Term, and shall extend for any option or extension term thereafter.
 - 48.1 **Letter of Intent.** If Landlord intends to offer the Building for sale, or Landlord receives an offer concerning the purchase of the Building from a prospective purchaser which Landlord intends to accept, then before offering the property for sale or accepting an offer to purchase from a prospective purchaser, Landlord shall first notify Tenant of its intent to sell the Building in writing ("Letter of Intent"). The Letter of Intent shall set forth the purchase price and all the material terms and conditions upon which Landlord is willing to sell the Building.

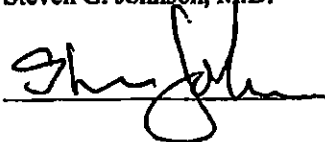
48.2 **Acceptance.** If Tenant wishes to purchase the Building upon the terms and conditions of the Letter of Intent, then within fifteen (15) calendar days after delivery of the Letter of Intent, Tenant shall deliver to Landlord a signed written statement that Tenant intends to purchase the Building based on the terms and conditions of the Letter of Intent ("Tenant's Notice"). If Tenant timely delivers Tenant's Notice, then Landlord shall prepare and deliver to Tenant a written purchase agreement ("Purchase Agreement") setting forth all of the terms and conditions upon which Landlord is willing to sell the Building. If Tenant wishes to accept the Purchase Agreement, then within ten (10) business days after delivery of the Purchase Agreement, Tenant shall sign and deliver the Purchase Agreement without any material change.

48.3 **Termination and Renewal.** If Tenant fails to timely deliver Tenant's Notice or the signed Purchase Agreement, then this ROFR shall be terminated, and Landlord shall have the right to sell the Building to a third party on terms and conditions similar to or more favorable to Landlord than the terms and conditions set forth in the Letter of Intent or the Purchase Agreement; provided, however, if Landlord becomes willing to sell or to accept an offer to purchase the Building for a price less than ninety-five percent (95.0%) of the purchase price or on terms and conditions materially less favorable to Landlord than as originally set forth in the Letter of Intent or the Purchase Agreement, then this ROFR shall be renewed, and Landlord shall again first offer to sell the Building to Tenant pursuant to the foregoing procedure.

The parties hereby execute this Lease as of the Effective Date first above written.

LANDLORD

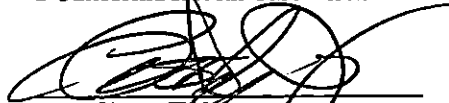
Steven G. Johnson, M.D.



Date: 9/23/22

TENANT

Salinas Valley Memorial Healthcare System,
a California Health Care District


Print Name/Title:
Pete Delgado

Date: 9/27/22

EXHIBIT A

Legal Description of the Property

LEGAL DESCRIPTION

Real property in the City of Salinas, County of Monterey, State of California, described as follows:

PARCEL 3, AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP FILED FOR RECORD JUNE 9, 1975 IN VOLUME 8 OF PARCEL MAPS, AT PAGE 141, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MONTEREY, STATE OF CALIFORNIA.

APN: 002-721-025

Board Paper: Personnel, Pension and Investment Committee

Agenda Item: **Consider Recommendation for Board Approval of (i) the Findings Supporting Recruitment of Rikin Kadakia, MD, (ii) the Contract Terms for Dr. Kadakia's Recruitment Agreement, and (iii) the Contract Terms for Dr. Kadakia's Cardiology Professional Services Agreement**

Executive Sponsor: Allen Radner, MD, Chief Medical Officer
Stacey Callahan, Physician Services Coordinator

Date: October 12, 2022

Executive Summary

In consultation with members of the medical staff, hospital executive management has identified the recruitment of a physician specializing in cardiology as a recruiting priority for the hospital's service area. Based on the Medical Staff Development Plan, completed by ECG Management Consultants in October 2019, the specialty of cardiology is recommended for recruitment. Additionally, Salinas Valley Memorial Healthcare System (SVMHS) has developed and is growing a structural heart program.

The recommended physician, Rikin Kadakia, MD, received his Doctor of Medicine Degree from the American University of the Caribbean, School of Medicine and completed his Internal Medicine residency at Virginia Tech, Carilion School of Medicine. Dr. Kadakia was Chief Cardiology Fellow at John Oschner Clinic Foundation in New Orleans, and completed his Structural and Peripheral Cardiology Fellowship at Scripps Green Hospital in San Diego. Dr. Kadakia will complete his Interventional Cardiovascular Diseases Fellowship at Scripps in July 2023. He has family in San Jose and is excited to set down roots in our community with his wife and young daughter.

Background/Situation/Rationale

The proposed physician recruitment requires the execution of two agreements:

1. **Professional Services Agreement** Essential Terms and Conditions:

- Professional Services Agreement (PSA) that provides W-2 relationship for IRS reporting requirements
- Two (2) year agreement
- Full-time: 1.0 Full-Time Equivalent (FTE)
- Base compensation of five hundred seventy-five thousand dollars (\$575,000) per year in addition to fair market value productivity income based on Medical Group Management Association (MGMA) Median for Western Region wRVU compensation
- Access to SVMHS Health Plan. Physician premium is projected based on 15% of SVMHS cost
- Access to SVMHS 403(b) and 457 retirement plans. SVMHS will make a 5% base contribution to the 403b plan that vests after 3 years. Based on federal contribution limits this contribution is capped at fifteen thousand two hundred fifty dollars (\$15,250) annually
- Four (4) weeks off for vacation
- One (1) week off for Continuing Medical Education (CME)
- Two thousand four hundred dollar (\$2,400) annual stipend for CME
- The physician will receive an occurrence based professional liability policy through BETA Healthcare Group

2. **Recruitment Agreement** Essential Terms and Conditions:

- Recruitment incentive of seventy-five thousand dollars (\$75,000.00) which is structured as a forgivable loan over two years of service

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

The recruitment of Dr. Kadakia is aligned with our strategic priorities for the growth and finance pillars. We continue to develop SVMC infrastructure that engages our physicians in a meaningful way, promotes efficiencies in care delivery and creates opportunities for expansion of services. This investment provides a platform for growth that can be developed to better meet the needs of the residents of our District by opening up access to care regardless of insurance coverage or ability to pay for services.

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications

The addition of Dr. Kadakia to SVMC has been identified as a need for recruitment while also providing additional coverage for the Salinas Valley Medical Clinic Central Coast Cardiology practice.

The compensation proposed in these agreements have been reviewed by independent valuation and compensation consulting firms to confirm that the terms contemplated are fair market value and commercially reasonable.

Recommendation

Administration requests that the Personnel, Pension and Investment Committee recommend to the SVMHS Board of Directors approval of the following:

- (i) **The Findings Supporting Recruitment of Rikin Kadakia, MD,**
 - **That the recruitment of a cardiologist to Salinas Valley Medical Clinic is in the best interest of the public health of the communities served by the District; and**
 - **That the recruitment benefits and incentives the hospital proposes for this recruitment are necessary in order to attract and relocate an appropriately qualified physician to practice in the communities served by the District;**
- (ii) **The Contract Terms of the Recruitment Agreement for Dr. Kadakia; and**
- (iii) **The Contract Terms of the Cardiology Professional Services Agreement for Dr. Kadakia.**

Attachments

- (1) Curriculum Vitae – Rikin Kadakia, MD

Rikin Kadakia, MD, RPVI

Interventional, Peripheral and Structural Cardiology

Clinical Experience

Scripps Clinic / Scripps Green Hospital Interventional and Structural Cardiology – San Diego, California

Fellow of Interventional Cardiovascular Disease, Class of '22

Fellow of Structural and Peripheral Cardiology, Class of '23

John Ochsner Clinic Foundation – University of Queensland, School of Medicine – New Orleans, Louisiana

Fellow of Cardiovascular Disease, Class of 2021

Chief Fellow of Cardiovascular Disease

Registered Physician in Vascular Interpretation Certification

National Board of Echocardiography Certification (2021)

Associate Lecturer of the University of Queensland

Carilion Clinic – Virginia Tech, Carilion School of Medicine – Roanoke, Virginia

Internal Medicine Residency, Class of 2018

American Board of Internal Medicine, Board certification (2018)

American University of the Caribbean, School of Medicine – Sint Maarten

Doctor of Medicine, Class of 2015

St. John's University- Queens, New York

Bachelor of Science - Magna Cum Laude, 2011

Achievements

Louisiana Chapter of American College of Cardiology Research Competition Winner, 1st Place, 2019

Rookie Cardiovascular Fellow of The Year, 2019

Herman L. Price Excellence in Heart Failure Award, 2019

Intensive Care Unit, Fellow of The Year, 2019

Internal Medicine Teaching Fellow of The Year, 2019

Internal Medicine Resident of The Year, 2017

American College of Physician Resident / Fellow National Poster winner 2017

Humanism and Excellence in Teaching Award (HETA) 2017, 2018, 2019

American College of Physician Young Achiever Award 2017

Publications

Age is Just A Number, Not a Therapeutic Obstacle - Journal Editorial

Published in The International Journal of Cardiology

John Ochsner Clinic Foundation, University of Queensland, School of Medicine – Cardiology Department

Sudden Cardiac Death in Nonischemic Cardiomyopathy - Review Article

Published in The Progress in Cardiovascular Diseases

John Ochsner Clinic Foundation, University of Queensland, School of Medicine – Cardiology Department

A TAVR Against Seemingly Insurmountable Odds: Case Review

Published in The Journal of The American College of Cardiology

John Ochsner Clinic Foundation, University of Queensland, School of Medicine – Cardiology Department

Comparing Bare Metal Stents to Drug-Eluting Stents in the Pre-TAVR Population:

A Composite Endpoint of All Cause Mortality, In-Stent Restenosis, and Significant Bleeding

John Ochsner Clinic Foundation, University of Queensland, School of Medicine – Cardiology Department

Research Experience & Presentations:

Assessing Fitness, Oxygen Consumption versus Anaerobic Threshold:

John Ochsner Clinic Foundation, University of Queensland, School of Medicine – Cardiology Department

Presented at The American College of Cardiology, Louisiana Chapter

Future presentation at The American Heart Association 2019 (Philadelphia, Pennsylvania)

The Effectiveness of Preparticipation Cardiac Screening on the Prevention of Sudden Cardiac Death in High School Athletes:

Carilion Clinic, Virginia Tech School of Medicine – Internal Medicine Department 10/2016 – 06/2017. Presented at the Carilion Clinic Annual Research Symposium

Less is Superior to More:

A single center retrospective review of minimally invasive versus traditional Transcatheter Aortic Valve Replacement Carilion Clinic, Virginia Tech School of Medicine – Interventional Cardiology Department

Presented at The American College of Physicians 2017 (San Diego, CA)

Prevalence of abdominal aortic aneurysm in patients with multi-vessel coronary artery disease:

01/2017 – 04/2017 Salem Medical Center Veterans Affairs – Cardiology Department

Presented at Arteriosclerosis, Thrombosis and Vascular Biology, Peripheral Vascular Disease 2017 (Minneapolis, MN)

Sotalol induced Diffuse Alveolar Hemorrhage:

Carilion Clinic, Virginia Tech School of Medicine – Internal Medicine Department

Presented at the American Thoracic Society Conference 2017 (Washington D.C., MD)

Identification of a Novel SCN-5A Gene Mutation associated with Left Ventricular Noncompaction Cardiomyopathy:

Carilion Clinic, Virginia Tech School of Medicine – Cardiology Department

Presented at The Mid-Atlantic Capital Cardiology Symposium / American College of Cardiology 2016

Complete Heart Block Associated with Progressive Relapsing Polychondritis:

Carilion Clinic, Virginia Tech School of Medicine – Cardiology Department

Oral Presentation at The American College of Physicians – Virginia Chapter 2017

Teaching Experience

Junior Faculty at The University of Queensland School of Medicine

John Ochsner Clinic Foundation – University of Queensland, School of Medicine – New Orleans, Louisiana

07/2018 - 06/2021

Tutor to Medical students

Carilion Clinic – Virginia Tech – School of Medicine

American University of the Caribbean – School of Medicine

01/2015 - 06/2018

Anatomy Lab Teacher Assistant

Harvey Stimulation Tutor

American University of the Caribbean – School of Medicine

01/2011 – 12/2012

Professional Affiliations

Member of Society for Cardiovascular Angiography & Interventions

Member of American College of Cardiology

Member of American College of Physicians

Member of Alpha Omega Honor Society

Board Paper: Personnel, Pension and Investment Committee

Agenda Item: **Consider Recommendation for Board Approval of Findings Supporting Recruitment of Internal Medicine Physicians, and Approval of Contract Terms for Hospitalist Services with Salinas Valley Medical Clinic**

Executive Sponsor: Allen Radner, MD, Chief Medical Officer
Stacey Callahan, Physician Services Coordinator

Date: October 12, 2022

Executive Summary

The Hospitalist Program for Salinas Valley Memorial Healthcare System (SVMHS) operates under Salinas Valley Medical Clinic (SVMC). The SVMC Hospitalist Program focuses on increasing patient satisfaction and referring-provider satisfaction, and improved retention of hospitalist physician staff. Due to the growth SVMHS has experienced in the adult daily census at the hospital, the need to recruit and retain hospitalists to the program remains a priority.

Physician Name	Contract Type	FTE Status	Recruitment Incentive
Ashenafi Legesse, MD	W-2	1.0	\$40,000
Marwan Abdelrahim, MD	W-2	1.0	\$40,000

Terms and Conditions of Agreements

1. Hospitalist Professional Services Agreement Essential Terms and Conditions:

- Professional Services Agreement (PSA) with Standard Terms and Conditions that provides W-2 reporting of physician compensation as an independent contractor
- Two (2) year term for the PSA
- Physician compensation for services under the PSA in the amount of \$149.96 per hour for the hours of 7am-7pm, and \$159.96 per hour for the hours of 7pm-7am
- Expectation of the fifteen (15) twelve (12) hour shifts per month and no less than one hundred eighty (180) twelve (12) hour shift per year
- Hospitalist shifts in excess of one hundred eighty (180) twelve (12) hour shifts per year, will be compensated at an additional \$70.00 per hour credited during each excess shift
- Eligible to participate in the Performance Incentive Program. Eligibility requirements of at least one thousand (1,000) hours worked during the measurement period and a current PSA at time of payment
- Access to SVMHS Health Plan. Physician premium is projected based on 15% of SVMHS cost
- Access to SVMHS 403(b) and 457 retirement plans. Five percent (5%) base contribution to 403b plan that vests after three (3) years. Based on federal contribution limits this contribution is capped at fifteen thousand two hundred fifty dollars (\$15,250.00) annually
- CME Stipend. Two thousand four hundred dollars (\$2,400) annual stipend for Continuing Medical Education (CME).
- Professional Liability Coverage. Occurrence-based professional liability policy through BETA Healthcare Group.

2. **Recruitment Agreement** Essential Terms and Conditions:

- Recruitment incentive of forty thousand dollars (\$40,000.00) which is structured as a forgivable loan over two years of service

Meeting our Mission, Vision, Goals

Strategic Plan Alignment

The addition of Dr. Legesse and Dr. Abdelrahim to the SVMC Hospitalist program is aligned with SVMHS' strategic priorities for service, quality, finance and growth pillars. We continue to develop SVMC infrastructure that engages our physicians in a meaningful way, promotes efficiencies in care delivery and creates opportunities for expansion of services. This investment provides a platform for growth that can be developed to better meet the needs of the residents of our District by opening up access to care regardless of insurance coverage or ability to pay for services.

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications

The compensation proposed in the PSA has been reviewed by HealthWorks, an independent valuation and compensation consulting firm, to confirm that the terms contemplated are both commercially reasonable and fair market value.

Recommendation

Administration recommends that the Board make the following findings:

- **The recruitment of Internal Medicine Physicians to Salinas Valley Medical Clinic - Hospitalist Services is in the best interest of the public health of the communities served by the District, and**
- **The recruitment benefits and incentives the hospital proposes for these recruitments are necessary in order to relocate and attract appropriately qualified physicians to practice in the communities served by the District.**

Administration also requests the approval of the contract terms for the following:

- **Professional Services Agreement between Salinas Valley Memorial Healthcare System and the two (2) physicians listed in the table above, contracted under a W-2 based professional services agreement**
- **Recruitment Agreement between Salinas Valley Memorial Healthcare System and the two (2) physicians listed in the table above with dollar amounts in the recruitment incentive column.**

Attachments

- Curriculum Vitae for Ashenafi Legesse, MD and Marwan Abdelrahim, MD

Ashenafi Legesse,MD

CERTIFICATION

ABIM Certified

EDUCATION

1-UCSF Fresno Internal Medicine Residency Program

6/2013- 6/16

2-Addis Ababa University Medical Faculty, Addis Ababa, Ethiopia

09/1997-01/2005

WORK EXPERIENCE

09/17-Current

Kaiser Fresno Medical Center

Hospitalist

7/16-09/17 Community Regional Medical Center

Hospitalist

08/1/2010 - 3/2012

Betanya Medical Center, Addis Ababa, Ethiopia

General Practitioner

06/2008 – 06/2010

Career Colleges of America, Los Angeles, CA

Instructor: Anatomy, Physiology, Pathology and Pharmacology

12/2006 - 05/2008 Myungsung Christian Medical Center, Addis Ababa, Ethiopia

General Practitioner

02/2005 - 12/2006 Yekatit 12 General Hospital, Addis Ababa, Ethiopia

General Practitioner

12/2003-01/2005 Addis Ababa University Black Lion Hospital, Addis Ababa, Ethiopia

Internship

Marwan M Abdelrahim

Education/Licenses

PHYSICIAN LICENSE

- Medical Board of Oregon

Hermiston, OR
November, 2021

AMERICAN BOARD OF INTERNAL MEDICINE CERTIFICATION

August, 2022

PHYSICIAN & SURGEON LICENSE

- Medical Board of California

Oakland, CA
August, 2020

DEA License

- Drug Enforcement Administration

October, 2020

ALAMEDA HEALTH SYSTEM, Highland Hospital

Oakland, CA

Resident, Internal Medicine

- Internal medicine intern
June, 2017-february 2021
- Internal medicine resident
June 2017-March 2019
- Published guidelines for VTE prophylaxis administration for inpatient setting that is currently in USE by multidisciplinary health care professionals system wide.
Mrach,2019-february,2021
May,2019

UNIVERSITY OF KHARTOUM, FACULTY OF MEDICINE

Khartoum, Sudan

- Bachelor of Medicine, Surgery and Bachelor of Medicine MBBS

January, 2014

Publications

1/ Suzette Barakat, Kasey Boehmer, **Marwan Abdelrahim**, Sangwoo Ahn, Abdulrahman A. Al-Khateeb, Neri Vilalobos, Larry Porjop, Patricia J. Erwin, Kirsten Fleming, Valentina Serrano, Gabriela Spencer-Bonila, Mohammed Hassan Murad. Does Health Coaching Grow Capacity in Cancer Survivors? A Systematic Review

2/ **Marwan Abdelrahim**, MBBS, Sanah Ladhani, MD, Amrita Hans, MD and Sarah Fleisig, MD. I've Got the Ifosfamide Blues

3/ P. Gutierrez, S. Obeid, **M. Abdelrahim**, and S. Ladhani. Standardization of VTE Risk Assessment & Prophylaxis Guidelines at Alameda Health System: A Resident Quality Improvement Project

Presentations

Poster presentation. Presented at 2020 ACP Northern California Chapter Resident and Medical Student Competition

Virtual

- How I've Got the Ifosfamide Blues, Clinical Vignette

2020

Poster presentation. Presented at 2018 QI Forum, Alameda Health System

- Standardization of VTE Risk Assessment & Prophylaxis Guidelines at Alameda Health System: A Resident Quality Improvement Project

Oakland, California

Work and Volunteer Experience

Good Shepherd Medical Center

- Hospitalist

Hermiston, OR
November 2022-ongoing

COALINGA REGIONAL MEDICAL CENTER

- Hospitalist physician- Medical director/Chief hospitalist
- SNF director

Coalinga, CA
April-November,2021

ALAMEDA HEALTH SYSTEM, Highland Hospital Resident, Internal Medicine

Oakland, CA

- Internal medicine intern 2017-2019
- Internal medicine resident 2019-2021
- Published guidelines for VTE prophylaxis administration for inpatient setting that is currently in USE by multidisciplinary health care professionals system wide. May 2019

ALAMEDA HEALTH SYSTEM, Human Rights Clinic Forensic Medical Evaluations for Asylum Seekers

Oakland, CA
2018 – 2021

- Physician for Human Rights Asylum Network Member
- Evaluating Asylum Seekers Human Rights Highland Hospital Clinic

MAYO CLINIC Research Fellowship

Rochester, MN
2016-2017

MAYO CLINIC Volunteer at laboratory service

Rochester, MN
2016-2017

Board Paper: Transformation, Strategic Planning, and Governance Committee

Agenda Item: Consider recommendation to Board of Directors for appointment of Subject Matter Expert to SVMHS Community Advocacy Committee

Executive Sponsor: Adrienne Laurent

Date: October 19, 2022

Executive Summary

Salinas Valley Memorial Healthcare System's governance structure includes a five-member board of directors, and a sub-committee structure with up to three voting members per committee who are subject matter experts. The Community Advocacy Committee currently has one subject matter expert serving as a member of this committee, Ms. Julie Edgcomb.

Administration has recently become aware of the availability and willingness of Harald Barkhoff, Ph.D., to consider a position as a subject matter expert on the Salinas Valley Memorial Healthcare System Community Advocacy Committee. Dr. Barkhoff is the Dean of the College of Health Sciences and Human Services at California State University Monterey Bay, and Acting/Interim Dean of the College of Education at CSUMB. Dr. Barkhoff's CV is attached for your reference.

Background/Situation/Rationale

The SVMHS committee structure is greatly enhanced by the expertise of subject matter experts, who can bring their experience to the issues under consideration by the SVMHS board directors. The Central Coast community is rich with skilled professionals whose varied backgrounds can provide important input to Board members as they oversee the course to the future. By increasing the depth and breadth of board committee knowledge and skills, the Salinas Valley Memorial Healthcare System Board of Directors is able to access a valuable resource in their decision-making process.

Timeline/Review Process to Date:

June 2014: SVMHS Board of Directors adopts committee structure to include subject matter experts.

May 2022: Discussions begin with Dr. Barkhoff regarding a position as subject matter expert

August 2022: Community Advocacy Committee unanimously approves recommending to the Transformation, Strategic Planning, and Governance Committee the appointment of Harald Barkhoff, Ph.D. as subject matter expert to the Community Advocacy Committee.

Meeting our Mission, Vision, Goals

Strategic Plan Alignment:

It is the mission of Salinas Valley Memorial Healthcare System to provide quality care for our patients and improve the health of our community. Accessing the experience and expertise of subject matter experts will enhance our ability to meet that mission.

Pillar/Goal Alignment:

Service People Quality Finance Growth Community

Financial/Quality/Safety/Regulatory Implications

None.

Recommendation

Recommendation to the SVMHS Board of Directors for appointment of Harald Barkhoff, Ph.D as subject matter expert to SVMHS Community Advocacy Committee

.

Attachments

CV, Harald Barkhoff, Ph.D

CURRICULUM VITAE

June 2022

NAME: Harald Barkhoff

MAILING ADDRESS:

[REDACTED]
[REDACTED]

TELEPHONE:

[REDACTED]

E-MAIL:

[REDACTED]

Education

- 1996- 1999 Ph.D., Sport Science/Kinesiology with an emphasis in Sport Psychology - University of Stuttgart & Tuebingen, Germany
- 1991- 1995 Teacher Education in Sport Science/ Physical Education & German Language, Linguistics & Literature (equivalent to M.A.)
University of Stuttgart, Germany
- 1989- 1991 Sport Science/ Physical Education & German Language, Linguistics & Literature (equivalent to B.A.)
Albert Ludwig University of Freiburg, Germany

University Positions

- 05/22- present Acting/Interim Dean, College of Education, California State University Monterey Bay, USA
- 07/21- present Dean, College of Health Sciences and Human Services, California State University Monterey Bay, USA
- 08/13- 07/21 Tenured Professor at Department of Kinesiology & Exercise Sciences, College of Natural & Health Sciences, University of Hawai'i at Hilo, USA
- 08/09- 07/13 Tenured Associate Professor at Department of Kinesiology & Exercise Sciences, Social Sciences Division, College of Arts & Sciences, University of Hawai'i at Hilo, USA
- 08/07- 07/09 Associate Professor at Department of Kinesiology & Exercise Sciences (former Health and Physical Education), Social Sciences Division, University of Hawai'i at Hilo, USA

08/04- 07/07	Assistant Professor at Department of Health and Physical Education, Social Sciences Division, University of Hawai'i at Hilo, USA
10/01- 07/04	“Wissenschaftlicher Mitarbeiter” (equivalent to an assistant professor) at Department of Sport Science, University of Stuttgart, Germany
03/04- 04/04	Visiting Colleague at Department of Psychology at University of Hawai'i at Manoa
12/03- 01/04	Visiting Colleague at Department of Psychology at University of Hawai'i at Manoa
08/03- 09/03	Visiting Colleague at Department of Psychology at University of Hawai'i at Manoa
03/03- 04/03	Visiting Colleague at Department of Psychology at University of Hawai'i at Manoa
12/02- 01/03	Visiting Colleague at Department of Psychology at University of Hawai'i at Manoa
07/02- 08/02	Visiting Colleague at Department of Psychology at University of Hawai'i at Manoa
12/01- 04/02	Visiting Colleague at Department of Psychology at University of Hawai'i at Manoa
08/03- 12/04	Scientific Consultant for the German Roller, Inline and Precision Skating Federation (DRIV) in Physical Education Pedagogy
2001- 2007	Scientific Consultant for the European Roller Skating Association (CEPA) and the International Roller Skating Trainer Association (IRSTA) in Sport Psychology Sport Psychologist and Instructor of the European Roller Skating Association (CEPA) and the International Roller Skating Trainer Association (IRSTA)
10/01- 07/04	“Wissenschaftlicher Mitarbeiter” (equivalent to Assistant Professor) at University of Stuttgart, Germany
10/99- 09/01	“Wissenschaftlicher Mitarbeiter” (Researcher) at Department of Sport Science at University of Tuebingen Supervisor and Instructor of the National coaches of the Figure and Roller Skating and Inline Speed Skating team

Administrative and Service Positions

2022 – present	Member, Regional K-16 Collaboratives Steering Committee, Central Coast CERF Region
2022 – present	Member, Nursing Advisory Board, CSUMB
2022 – present	Ex-Officio Member, CHE (Community Health Engagement) Advisory Board, CSUMB
2022 – present	Member, Otter Promise Committee: Focusing on Equity, CSUMB
2022 – present	Member, Otter Promise Committee, CSUMB
2021 – present	Member, SUHSD (Salinas Union High School District) Racial and Social Equity Planning Committee, CSUMB
2021 – present	Member, President's Sustainability Committee Working Group Sustainability, Social Justice, Equity and Inclusion, CSUMB
2021 – present	Member, President's Sustainability Committee, CSUMB
2021 – present	Member, President's Committee on Equity and Inclusion Sub-Committee Evaluation & Accountability, CSUMB
2021 – present	Member, President's Committee on Equity and Inclusion, CSUMB
2021 – present	Member, Extended President's Cabinet, CSUMB
2021 – present	Member, Executive Academic Leadership Team, CSUMB
2021 – present	Chair, Dean's Executive Community Council, CHSHS, CSUMB
2021 – present	Chair, Dean's Council, CHSHS, CSUMB
2021	Member, Chancellor's Committee for Excellence in Diversity, Equity, and Inclusion, UHH
2020 – 2021	Chair, Department of Kinesiology & Exercise Sciences & Indigenous Public Health Certificate, UHH
2020 – 2021	Member, UH Hilo Women's Center and LGBTQ+ Center Advisory Committee, UHH
2020 – 2021	Facilitator, Uluākea, UHH
2020 – present	Chair, American Kinesiology Association (AKA) Diversity, Equity, and Inclusion (DEI) Committee

2020 – present	Member, American Kinesiology Association (AKA) Steering Committee
2020 – present	Member, American Kinesiology Association (AKA) Ad Hoc Website Committee
2020 – 2021	Member, Permitted Interaction Group – Hawai'i Charter School Commission, Board of Education, Honolulu
2020 – 2021	Advisor: Hui He'enalu – Surf Club at UHH – Registered Independent Student Organization (RISO)
2019 – 2021	Chair, Hawai'i Charter School Commission – Administration and Operations Committee, Board of Education, Honolulu
2019	Member, CPC (Cluster Personal Committee for Tenure & Promotion), CNHS, UHH
2019	Member, Truth, Racial Healing, and Transformation (TRHT) Center Committee, UHH
2019	Member, Title IX Confidential Advocate and Prevention Educator Search Committee, UHH
2019	Vice Chair, Hawai'i Charter School Commission – Administration and Operations Committee, Board of Education, Honolulu
2019 – present	Member, American Kinesiology Association (AKA) Board of Directors
2019 – present	Member, American Kinesiology Association (AKA) Diversity Committee
2019	Member, Hawai'i Charter School Teacher of the Year Selection Committee, Board of Education, Honolulu
2018 – 2019	Chair, Associate Director – Kīpuka Native Hawaiian Student Center Search Committee, Student Affairs, UHH
2018 – 2019	Member, TPRC (Tenure & Promotion Review Committee), UHH
2018 – 2019	Chair, Two Assistant Professors – Kinesiology & Exercise Sciences, Search Committee at UHH
2018	Member, EEO/AA Compliance Officer Search Committee
2018 – 2021	Member, Hawai'i Charter School Commission, Board of Education, Honolulu
2018 – 2019	Member, Hawai'i Charter School Commission – Applications Committee, Board of Education, Honolulu

2018 – 2021	Member, Hawai'i Charter School Commission – Performance & Accountability Committee, Board of Education, Honolulu
2018 – 2021	Member, Hawai'i Charter School Commission – Federal Impact Aid Committee, Board of Education, Honolulu
2018 – 2019	Member, Dean's Council College of Natural & Health Sciences, UH Hilo
2018	Member, Transition Team for the College of Natural & Health Sciences, UH Hilo
2017 – 2018	Faculty Representative for Primary Academic Unit 036, University of Hawaii Professional Assembly (UHPA)
2017 - 2018	Member, PELP – President's Emerging Leaders Program, UH System
2017 - 2018	President, Local School Board of Kua O Ka Lā Public Charter School
2017	Member, Director – Librarian Search Committee at UHH
2016 - 2019	Chair, Department of Kinesiology & Exercise Sciences at UHH
2016 - 2017	Chair, Assistant Professor – Kinesiology & Exercise Sciences, Search Committee at UHH
2016	Member, Division Personal Committee, SSC at UHH
2016 - 2018	Member, Blue Zones Committee
2016	Member, Indigenous Health and Wellness Symposium Planning Committee
2016	Health & Wellness LLC (Living Learning Communities) Faculty Mentor
2016	Chair, TPRC (Tenure & Promotion Review Committee) UHH
2016	Member, Assistant Professor – Kinesiology & Exercise Sciences, Search Committee at UHH
2016	Member, Assistant Professor – Kinesiology & Exercise Sciences; Health Promotion Track, Search Committee at UHH
2016	Member, Living Learning Community Program Specialist, Search Committee at UHH
2015 - 2016	Member, Panel of Referees, UH System
2015	Health & Wellness LLC (Living Learning Communities) Faculty Mentor

2015	Chair, Open Rank Professor in Kinesiology & Exercise Sciences, Search Committee at UHH
2015	Chair, Principle/Po‘o Kumu of Kua O Ka Lā Public Charter School, Search Committee
2014 - 2017	Member, Dissertation committee of a graduate student of clinical psychology in the Department of Psychology at UHM
2014 - 2015	Co-Chair, Department of Kinesiology & Exercise Sciences at UHH
2014	Member, Division Personal Committee, SSC at UHH
2014	Member, ALEX Excellence in Applied Learning Teaching Award Evaluation Committee
2014	Reviewer for Applicant for Contract Renewal
2014	Acting Division Chair, Social Sciences Division at UHH
2012 - 2014	Chair, Department of Kinesiology & Exercise Sciences at UHH
2013 - 2017	Vice President, Local School Board of Kua O Ka Lā Public Charter School
2013 - 2014	Chair, Assistant Professor in Kinesiology & Exercise Sciences, Search Committee at UHH
2013	Member, Division Personal Committee, SSC at UHH
2012 - 2013	Sport Psychology Consultant for Women Softball Team at UHH
2012 - 2013	Member, Assistant Professor in Nursing, Search Committee at UHH
2012	Member, Student Health and Wellness Program, Native Hawaiian Focus Group
2012 - 2018	Member, Academic Committee, Kua O Ka Lā Public Charter School
2012 - 2018	Member, Local School Board of Kua O Ka Lā Public Charter School
2012 - 2015	Member, inaugural UH Hilo Applied Learning Experience (ALEX) Advisory Committee
2012 – 2021	Advisor: UHH Canoe Club
2012	Member, Health & Wellness Director for the Student Life Center Selection Committee at UHH

2012	Member, Master thesis committee of a graduate student of clinical psychology in the Department of Psychology at UHM
2011 - 2015	Member, Campus Curriculum Review Committee, CAS Representative
2010 - 2011	Member, Assistant Professor in Kinesiology & Exercise Sciences Search Committee at UHH
2010 - present	Member, Selection Committee, German Academic Exchange Service (DAAD), New York
2009 - 2010	Chair, Department of Kinesiology & Exercise Sciences at UHH
2009 – 2021	Member, Advisory Board for Men of Strength at UHH
2009	Chair, Division Personal Committee, SSC at UHH
2008 - 2010	Member, Hawai'i Charter School Review Panel
2008 - 2009	Member, Accountability Committee, Hawai'i Charter School Review Panel
2008 - 2009	Member, Application Committee, Hawai'i Charter School Review Panel
2008 - 2009	UH Hilo Faculty Congress Representative at Student Life Centre Advisory Committee at UHH
2008 - 2010	CAS Representative, UH Hilo Faculty Congress
2008 - 2009	Member, Athletic Director Search Committee at UHH
2008 - 2009	Member, Assistant Professor in Kinesiology & Exercise Sciences Search Committee at UHH
2008 - 2009	Member, Search Committee for Clerical Assistant for the Charter School Review Panel
2008	Advisor: Hawaiian Kinoball Organization – Registered Independent Student Organization (RISO)
2008	Member, EEO/AA Director Search Committee at UHH
2008	Member, Hawai'i Charter School Administrative Office, Executive Director Search Committee.
2007 - present	Member, Uluākea, Curriculum Transformation, Kīpuka
2006 - 2008	Chair, `Ike A`o – UH Hilo Teaching Seminar
2006 - 2009	Member, UH Hilo Athletic Advisory Board
2006	Member, Pharmacy and Health Sciences Librarian Search Committee at UHH

2005 - 2007	Member, Library Advisory Committee at UH Hilo
2004 - 2005	Member, Master thesis committee of a graduate student of clinical psychology in the Department of Psychology at UHM
2004 - 2005	Member, Program Planning Committee for LIKE MINDS Focus on Positive Coaching Alliance, Spring 2005
2004- 2005	Acting Director Hochschulsport (<i>Intramural Sport</i>) University of Stuttgart
2003- 2004	Acting Associate Director Hochschulsport (<i>Intramural Sport</i>) University of Stuttgart
2002- 2004	Chair, Committee "AK-Sport" (<i>Working Group Sport</i>) Department of Sport Science, University of Stuttgart
2002- 2004	Member, Committee "Festkomitee – 175 Jahre Universität Stuttgart" (<i>Feast Committee – 175 Years University of Stuttgart</i>) University of Stuttgart
2001- 2004	Chair, "Internationale Beziehungen" (<i>International Affairs</i>) Department of Sport Science, University of Stuttgart
2001- 2004	Member, Committee "Verhalten, Erziehung und Gesundheitsförderung" (<i>Behavior, Education and Health Promotion</i>) University of Stuttgart
2001- 2004	Member, Committee „Hochschulssport“ (<i>Intramural Sport</i>) University of Stuttgart
2001- 2004	Member, Committee "Bauausschuss des IFS" (<i>Planning and Building Control Office IFS</i>) University of Stuttgart
2001- 2002	Member, Committee "Action now – fit for future" Evaluation of the company-facilitated sports activities of DaimlerChrysler Germany
2000- 2004	Chair, Committee "Kompendium – Gesundheitsförderung für Auszubildende" (<i>Compendium – Health Promotion for Trainees</i>)
1999- 2001	Member, Committee „Wissenschaftlicher Nachwuchs“ (<i>Scientific Junior Researchers</i>) University of Tuebingen
1999- 2001	Member, Committee „Arbeitsgemeinschaft Praevention und Gesundheitsfoerderung ARGE PuG“ (<i>Working Group Prevention and Health Promotion</i>) University of Tuebingen

- 1999- 2001 Member, Committee „Arbeitsbereich Sozial- und Gesundheitswissenschaften“ (*Social and Health Sciences*)
University of Tuebingen
- 1996- 1999 Member, Committee “Doktoranden Kolloquium” (*Ph.D. Program*)
University of Tuebingen
- 1996- 1998 Member, Committee “Ueberregionales Kolloquium” (*State Ph.D. Program*)

Publications

- Barkhoff, H. (in review). Crossing the Ka’iwi Channel. Spirituality in Outrigger Canoe Paddling.
- Barkhoff, H. (2022). 2022 AKA Inclusive Excellence Award – Indiana University Purdue University Indianapolis, Department of Kinesiology. *Kinesiology Today*, 15(2), 1-2.
- Russel, J.A., Gonzales, L.D., & Barkhoff, H. (2021). Demonstrating Equitable and Inclusive Crisis Leadership in Higher Education. *Kinesiology Review*. Advance online publication. <https://doi.org/10.1123/kr.2021-0051>.
- Mahar, M.T., Baweja, H., Atencio, M., Barkhoff, H., Duley, H.Y., Makuakāne-Lundin, G., McClain, Z.D., Pacheco, M., Wright, E. M., & Russell, J. (2021). Inclusive Excellence in Kinesiology Units in Higher Education. *Kinesiology Review*. Advance online publication. <https://doi.org/10.1123/kr.2021-0042>.
- Amrhein, M., Barkhoff, H., & Heiby, E.M. (2021). The effects of an ocean surfing course intervention on spirituality and depression. *The Sport Journal*, 22.
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- Thiel, A., Thedinga, H.K., Barkhoff, H., Giel, K.E., Schweizer, O., Thiel, S.B., & Zipfel, S. (2018). Physical (In)Activity of Groups in Leisure Settings - a Contrast Group Analysis. *BioMedCentral Public Health*, 16:689
<https://doi.org/10.1186/s12889-016-3392-3>
- Amrhein, M., Barkhoff, H., & Heiby, E.M. (2016). Spirituality, Depression, and Anxiety among Ocean Surfers. *Journal of Clinical Sport Psychology*, 10, 155 -171.
- Thiel, A., Thedinga, H.K., Thomas, S.L., Barkhoff, H., Giel, K.E., Schweizer, O., Thiel, S.B., & Zipfel, S. (2016). Have adults lost their sense of play? An observational study of the social dynamics of physical (in)activity in German and Hawaiian leisure settings. *BioMedCentral Public Health*, 16:689,
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- Barkhoff, H., & Tangarō, T. (2013). Spirituality in Imagery. Application of the Hawaiian Ki'i Concept into Sport Psychology. *International Journal of Religion and Sport*, 2, 59-68.
- Barkhoff, H. & Heiby, E. (2010). The Relations between Self-Efficacy, Competition Success, Delight, Self-Esteem, and Body-Care Among Elite Artistic Roller Skaters. *Journal of Behavioral Health, and Medicine*, 1, 43-51.
- Barkhoff, H., Heiby, E., & Pagano, I. (2010). Mood-Regulation Intervention: Two Season Long Case Study of a Training Champion vs. a Competitor Type Athlete in Artistic Roller Skating. *Journal of the American Board of Sport Psychology*, 2, 1-20,
http://www.americanboardofsportpsychology.org/Portals/24/Barkhoff_et_al_2_22_2010.pdf
- Barkhoff, H., & Tangarō, T. (2009). Integrating Culture into the Teaching of Sport Psychology in Hawaii. In S. McCarthy, V. Karandashev, M. Stevens, A. Thatcher, J. Jaafar, K. Moore, A. Trapp, & C. Brewer. *Teaching Psychology around the World, Vol. 2* (pp.450-455). Newcastle: Cambridge.
- Barkhoff, H. (2008). Kinesiology and Exercise Sciences at University of Hawai'i at Hilo. "Going Global": *International Opportunities for Young Sport Scientists - Zephyr* (15), 24-26.
- Barkhoff, H., & Tangarō, T. (2008). Uluākea – Hawai'i Place-Based Educational Teaching of Sport Psychology. In V. Karandashev (Ed.) *Third International Conference on the Teaching of Psychology Conference Proceedings*. Saint Petersburg (pp. 59-60).
- Barkhoff, H., Heiby, E. & Pagano, I. (2007). Self-Regulation Skills of a Competitor Type vs. a Training Champion Athlete in Artistic Roller Skating: A Season Long Case Study in Elite Sport Competitions. *Athletic Insight*, 9.
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- Barkhoff, H., Heiby, E., & Pagano, I. (2007). A Season Long Case Study of Self-Regulation Skills and Success in Elite Sport Competitions. In Y. Theodorakis, M. Goudas, & A. Papaioannou (Eds.) *Sport and Exercise Psychology: Bridges Between Disciplines and Cultures. 12th European Congress of Sport Psychology*. University of Thessaly, Greece (pp. 442-444).

- Barkhoff, H., Pagano, I. & Heiby, E. (2007). Longitudinal analyses of the effects of mood on performance as a function of practice versus competition conditions: A season long study of artistic roller skaters. *Journal of the American Board of Sport Psychology*, 1, 1 – 14,
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- Barkhoff, H., Hochwald, H. & Germone, M. (2006). CAMI – Computer Assisted Mobile Interview: A Pilot Study of three Elite Athletes in Artistic Roller and Figure Skating. *Refeld (Revista Brasileira de Educação Física, Esporte, Lazer e Dança) – The Brazilian Journal of Physical Education, Sport, Leisure, and Dance*, 1 (4), 88-94.
- Barkhoff, H. (2006). Living & Surfing Paradise – University of Hawai'i at Hilo. *Line Up*, 23, 18-19.
- Barkhoff, H. & Heiby, E. (2006). Self-efficacy and performance, mood, self-concept, and body-concept during a world championship in artistic roller skating” In *26th International Congress of Applied Psychology Proceedings* (p. 292).
- Barkhoff, H., Heiby, E., & Pagano, I.S. (2006). Two Years Long Case Study of Mood of a “Training Champion” vs. a World Champion in Artistic Roller Skating. In *26th International Congress of Applied Psychology Proceedings* (p. 293).
- Pagano, I., Barkhoff, H., Heiby, E. & Schlicht, W. (2006). Dynamical Modeling of the Relations between Leisure Activities and Health Indicators. *Journal of Leisure Research*, 38 (1), 61-77.
- Barkhoff, H., Pagano, I.S., & Heiby, E. (2005). Mood of a World Champion vs. a Training Champion in Artistic Roller Skating. In *ISSP 11th World Congress of Sport Psychology Proceedings*.
- Barkhoff, H. (2004). Squad-Skating. In S. Pape-Kramer (Ed.). *Crossover-Sport. Innovatives für Unterricht und Praxis mit Jugendlichen im Bereich Bewegungsgestaltung (Crossover-Sport. Innovative Physical Education Methods for Pupils in Theory and Praxis)* (pp.62-75). Schorndorf: Hofmann.
- Barkhoff, H., Berlin, J., Hanser-Cichos, P., Porten, P., Stroh, M., & Roth, S. (2004). *Kompendium. Gesundheitsfoerderung fuer Auszubildende und Schülerinnen und Schüler im Berufsvorbereitungsjahr (Compendium. Health Promotion for Trainees and Students at Vocational Schools)*. Stuttgart: Kultusministerium-Druck.

- Barkhoff, H. & Heiby, E. (2004). Differences in Mood Among Elite Athletes in Artistic Roller, Artistic Figure and Inline Speed Skating Before and After Competition. *European Journal of Sport Science*, 4, 22-32.
- Barkhoff, H. & Heiby, E.M. (2004). Differences in Self-concept, Body-concept, and Mood between Training Champion and Competitor Type Athletes in Artistic Roller and Figure Skating. *Athletic Insight*, 6.
www.athleticinsight.com/Vol6Iss1/DifferencesinSelf-conceptBody-conceptMoodRollerFigureSkating.htm
- Barkhoff, H. & Heiby, E.M. (2004). Self-concept and body concept in regard to competitive achievement of elite athletes in artistic roller and figure skating. In H.W. Marsh, J. Baumert, G.E. Richards & U. Trautwein, (Eds.) *Self-concept, motivation and identity: Where to from here?* Western Sydney, Australia: Self Research Centre (pp. 38 - 44).
- Barkhoff, H. & Wagner, U. (2004). Die besten Surfer der Welt (*The best surfers*). *Line Up*, 19, 12-14.
- Barkhoff, H., Berlin, H.-J. & Roth, S. (2003). Gesundheitsförderungsmaßnahmen mit Schülern an beruflichen Schulen (Health Promotion Programms for Trainees at Vocational Schools). Landesinstitut für Erziehung und Unterricht Stuttgart (Ed.), *Informationsdienst zur Suchtprävention*, 14, 25-45.
- Barkhoff, H. (2002). Trainingsweltmeister und Wettkampftypen im Roll- und Eiskunstlauf. Eine persönlichkeitspsychologisch orientierte Studie im Hochleistungssport (Trainingchampions and Competitor Types in Roller and Figure Skating. A Study regarding the Personality of Roller and Figure Skaters in Top Level Sport). *Leistungssport*, 5, 11-18.
- Barkhoff, H. (2002). Localism & Aloha-Spirit - Surfen auf Hawai'i (*Localism and Aloha-Spirit – Surfing on Hawai'i*). *Line Up*, 15, 8-12.
- Barkhoff, H., & Schlicht, W. (2002). Gesundheitsfoerdung fuer Auszubildende (Health Promotion for Trainees). In Informationszentrum Sozialwissenschaften (Ed.). *Das kranke Gesundheitswesen und seine Heilungschancen/2 (The Morbid Health Care System and Chances for its Recovery)* (pp.58-59). Bonn: Informationszentrum Sozialwissenschaften.
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- Barkhoff, H. (2001). En Búsqueda del Arte en el Patinaje sobre Ruedas. Eficiencia Deportiva y la Capacidad de la Expresión Artística. *IRSTA-Newsletter (spanish version)*, 2, 3-4.
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- Barkhoff, H. (2000). *Handlungskontrolle und Selbstkonzept(e) von Hochleistungssportlern im Roll- und Eiskunstlauf in Trainings- und Wettkampfsituationen (Action Control and Self Concept(s) of top level Roller and Figure Skaters in Training and Competition)*. Egelsbach, Frankfurt a.M., Muenchen, New York: Haensel-Hohenhausen.
- Barkhoff, H. (2000). Auf der Suche nach der Kunst. Sportliche Leistungsfähigkeit und kuenstlerische Ausdrucksfähigkeit – so hat Katarina Witt die Massen fasziniert (Looking for Sports Efficiency and Artistic Expression – thus Katarina Witt fascinated the audience). *Eissport-Magazin*, 7, 12-13.
- Barkhoff, H. (2000). Auf der Suche nach der Kunst im Rollkunstlauf (The Art in Artistic Roller Skating). *Rollsport life*, 2, 6-8.
- Barkhoff, H. (1999). Selbstkonzept und Handlungskontrolle im Hochleistungssport. In J.P. Janssen, (Ed.) *Leistung und Gesundheit. Themen der Zukunft. (Achievement and Health. Topics for the Future)*. Kiel, Germany: Lehrstuhl fuer Sportpsychologie (p. 62).
- Barkhoff, H. (1999). „Wettkampftypen“ und „Trainingsweltmeister“ im Roll- und Eiskunstlauf (Competitor Types and Training Champions in Roller and Figure Skating). *Rollsport life*, 11, 11-13.
- Unpublished Manuscripts**
- Barkhoff, H. Crossing the Ka’iwi Channel. Spirituality in Outrigger Canoe Paddling. 2019.
- Barkhoff, H. Zur Theorie und Diagnostik der Handlungskontrolle im Sport. Aufgezeigt am Beispiel von Rollkunstlaeufern im Hochleistungssport (Theory and Diagnostics of Action Control in top level Competitive Sports). 1995.
- Barkhoff, H. Fragebogen zur Wettkampfsituation von Roll- und Eiskunstlaeufern (Questionnaire for Roller and Figure Skaters in Situation of Competition). 1998.

Arnscheid, R., Barkhoff, H., Hoffmann, A., Schlicht, W. Gesundheitsförderung für Auszubildende. Abschlussbericht der Evaluation (Health Promotion for Trainees. Final Report of the Evaluation). 2001.

Arnscheid, R., Barkhoff, H., Hoffmann, A., Schlicht, W. Gesundheitsförderung für Auszubildende und im Bauhandwerk. Abschlussbericht der Evaluation (Health Promotion for Trainees and in Trade. Final Report of the Evaluation). 2001.

Convention Presentations

- 03/25/99 DVS-Seminar at University of Leipzig (Germany).
- 05/10/99 Research-Seminar at University of Kiel (Germany).
- 07/12/99 Oral Presentation „Selbstkonzept und Handlungskontrolle im Hochleistungssport“ (*Self Concept and Action Control in Competitive Sport*) by Barkhoff, H. at ASP-Congress „Leistung und Gesundheit“ (*Achievement and Health*) in Oslo (Norway).
- 11/24/00 Oral Presentation „Modellprojekt Gesundheitsfoerderung fuer Auszubildende“ (*Applied Model of Health Promotion for Trainees*) by Barkhoff, H., Arnscheid, R., Schlicht, W., & Schmitz, A. at Landes-Symposium in Tuebingen (Germany).
- 07/24/01 Oral Presentation/ Keynote Speaker “Gesundes Verhalten – Motivieren und Binden“ (*Health Behavior – Motivation and Compliance*) by Barkhoff, H. at IKK-Symposium „Health-Promotion“ in Stuttgart (Germany).
- 11/15/01 Oral Presentation/ Keynote Speaker “Gesundheitsfoerderung fuer Auszubildende” (*Health Promotion for Trainees*), by Barkhoff, H. at Health-Conference of the “Landesaerztekammer” in Stuttgart (Germany).
- 10/17/02 Poster Presentation – “A Study of Health Behavior, Adjustment, and Leisure Activity” by Barkhoff, H., Rojas, R., Heiby, E. & Schlicht, W. at Olympia 2012 Congress in Stuttgart (Germany).
- 06/28/03 Poster Presentation – “Neue Wege und Konzepte des Hochschulsports” (*New Ways and Concepts for the Intramural Sport*) by Barkhoff, H. at University of Stuttgart in Stuttgart (Germany).
- 5/27-30/4 Poster Presentation “Effect Of Leisure Activities Upon Health Behaviors Supports The Maladaptive Behavior Determinism Theory” by Pagano, I.S., Heiby, E., Barkhoff, H. & Schlicht, W. at the convention of the American Psychological Society in Chicago, Illinois (USA).
- 07/4-7/04 Oral Presentation “Self-Concept and Body-Concept in regard to Competitive Achievement of Elite Athletes in Artistic Roller and Figure Skating” by Barkhoff, H. & Heiby, E. at the 3rd International Biennial SELF Research Conference in Berlin (Germany).
- 10/28/04 Poster Presentation “A Cross Cultural Study of Health Compliance Behavior, and Leisure Activity in a Hawai'i and a German Sample” by Barkhoff, H., Rojas, R., Heiby, E. & Schlicht, W. at the 2nd annual Kamehameha Schools Research Conference on Hawaiian Well-being in Keaau, Hawai'i (USA).

- 05/29/05 Poster Presentation "Support for the Health Compliance Model-II Across Cultures" by Lukens, C., Heiby, E., Barkhoff, H., Schlicht W., & Rojas R. at the annual convention of the Association for Behavior Analysis in Chicago, Illinois (USA).
- 08/10/05 Poster presentation "Additional psychometric support for the Health Behavior Schedule -II" by Lukens, C., Heiby, E., Barkhoff, H., Schlicht, W., & Rojas, R. at the annual meeting of the American Psychological Association, Honolulu, HI, (USA).
- 08/15/05 Poster Presentation "Mood of a World Champion vs. a Training Champion in Artistic Roller Skating" by Barkhoff, H., Pagano, I.S., & Heiby, E. at the ISSP 11th World Congress of Sport Psychology in Sydney (Australia).
- 08/20/05 Poster Presentation "Cross-Validation of an English and German Version of the HBS-II" by Lukens, C., Heiby, E., & Barkhoff, H. at the 113th Convention of the American Psychological Association, Washington, D.C. (USA).
- 05/18/06 Oral Presentation "Exercise and Health Promotion" by Barkhoff, H. Invited Primary Speaker at Pulama I Ke Ola - Healthcare Conference, Hilo (USA).
- 05/18/06 Oral Presentation "Sports for life" by Barkhoff, H. Invited Primary Speaker at Pulama I Ke Ola - Healthcare Conference, Hilo (USA).
- 07/18/06 Oral Presentation "Two Years Long Case Study of Mood of a "Training Champion" vs. a World Champion in Artistic Roller Skating" by Barkhoff, H., Heiby, E., & Pagano, I.S. at the 26th International Congress of Applied Psychology, Athens (Greece).
- 07/19/06 Oral Presentation "Self-efficacy and performance, mood, self-concept, and body-concept during a world championship in artistic roller skating" by Barkhoff, H., & Heiby, E. at the 26th International Congress of Applied Psychology, Athens (Greece).
- 08/13/06 Poster Presentation "Validation of Self-Reported Compliance Scores on the Health Behavior Schedule-II" by Lukens, C., Heiby, E., & Barkhoff, H. at the 114th Convention of the American Psychological Association, New Orleans, LA. (USA).
- 03/02/07 Poster Presentation "Daily Self-Monitoring Data Collection & Feedback through CAMI (Computer Assisted Mobile Interview) in Health & Sport Psychology" by Barkhoff, H. & Hochwald, H. at the Fulbright Academy of Science & Technology 2007 Annual Conference: Implementing the U.N. Millennium Development Goals, Panama City, (Panama).
- 08/03/07 Oral Presentation "Application of the Hawaiian Ki'i concept into imagery of elite athletes in modern sport psychology" by Barkhoff, H. & Taupouri, T. at the Popular Culture Association and American Culture Association International Conference, Reykjavik (Iceland).
- 09/03/07 Oral Presentation "A Season Long Case Study of Self-Regulation Skills and Success in Elite Sport Competitions" by Barkhoff, H., Heiby, E., & Pagano, I. at the 12th European Congress of Sport Psychology "Sport and Exercise Psychology: Bridges Between Disciplines and Cultures", Halkidiki (Greece).
- 10/25/07 Oral Presentation "Application of Ki'i into Place Based Educational Introduction of Imagery in Sport Psychology" by Barkhoff, H. & Tangarō, T. at the 38th Annual NIEA Convention, Honolulu, Hawai'i (USA).

- 05/25/08 Poster Presentation “Predictors of Compliance to Health Habits Vary Across Cultures” by Heiby, E., Frank, M., Lukens, C., Barkhoff, H, & Cho, S. at the 34th Annual Convention of the Association for Behavior Analysis International, Chicago (USA).
- 07/12/08 Oral Presentation “Uluākea – Hawai’i Place-Based Educational Teaching of Sport Psychology” by Barkhoff, H. & Tangarō, T. at the Third International Conference on the Teaching of Psychology in St. Petersburg (Russia).
- 03/03/09 Oral Presentation “Hawai’i Place Based-Education for Exercise and Health” by Barkhoff, H. & Tangarō, T. at the 11th Pacific Science Inter-Congress – Pacific Countries and their Ocean: Facing Local and Global Changes – in Papeete, Tahiti, (French Polynesia).
- 05/22/09 Oral Presentation “Mahele Olakino/Ho’oikaika Kino – Physical Activity & Health” by Barkhoff, H. Invited Primary Speaker at Pulama I Ke Ola - Healthcare Conference, Hilo (USA).
- 07/06/10 Oral Presentation “Hawai’i Indigenous Place-Based Approach to Physical Education” by Barkhoff, H. at FIEP Oceania Regional Conference – Promoting Physical Education in Pacific Island States - in Suva, Fiji.
- 09/07/10 Round Table Discussion „Strategies for Developing an Indigenous Health Promotion Program at the University of Hawai’i at Hilo “ by Gail Makuakane & Harald Barkhoff at the 6th Gathering of the International Health Conference themed “Healing Our Spirits Worldwide” in Honolulu (USA).
- 11/21/11 Poster Presentation “Reclaiming Spirituality in Sport Psychology – A Hawaiian Perspective” by Barkhoff & Tangarō at the 2011 Caribbean Regional Conference of Psychology – Psychological Science & Well-Being: Building Bridges for Tomorrow in Nassau (Bahamas).
- 05/09/13 Poster Presentation “Crossing the Channel – Spirituality in Outrigger Canoe Paddling” by Barkhoff at the 45th Annual Conference on Applied Sport Psychology (ASP) in Halle (Germany).
- 05/09/13 Poster Presentation “Relations between Physical Leisure Activities & Psychological Indicators” by Amrhein, Kwak, Barkhoff, and Heiby at the 45th Annual Conference on Applied Sport Psychology (ASP) in Halle (Germany).
- 03/24/14 Oral Presentation “Paddling into Health” by Barkhoff, H. Invited Primary Speaker at Pulama I Ke Ola - Healthcare Conference, Hilo (USA).
- 03/23/15 Panel Discussion “Cultural Sensitivity in the Context of Public Health in Hawai’i” by Bardwell-Jones, C., Meyer, M.A., Barkhoff, H., & Marusek, S. at 16th Annual Native Hawaiian Education Association Convention, Kaneohe (USA).
- 11/18/15 Poster Presentation “Hoe wa'a & he'e nalu - Spirituality in outrigger canoe paddling & surfing in Hawai’i” by Barkhoff, H., Amrhein, M., & Heiby, E. M. at Healing Our Spirit Worldwide - The Seventh Gathering, Mauri Ora in Kirikiriroa, Hamilton, Aotearoa (New Zealand).
- 01/27/18 Poster Presentation “Uluākea & Hawai’i Papa O Ke Ao – Indigenizing Kinesiology” by Barkhoff, H. at AKA Leadership Conference in Denver (USA).
- 06/06/18 Panel Discussion “Indigenizing Instruction and Curricula” at the Native American Student Advocacy Institute (NASAI) Conference in Honolulu (USA).

- 03/21/19 “Weaving the Ka’ao of Ki’i and Academia” by Barkhoff, H. at He Au Honua Conference in Kahului, Maui (USA).
- 06/06/20 “Spirituality & Well-Being”, Pulse Presentation by Barkhoff, H. at Uluākea Virtual Symposium I.
- 07/03/20 “Uluākea: Inspiring Faculty to Indigenize the University of Hawai’i at Hilo and Hawai’i Community College” by Makuakan, G., Barkhoff, H., Karides, M., Kapp, D., Takabayashi, M., & McCormick, R. at Annual Native Hawaiian Education Association Virtual Convention.
- 7/23/20 Facilitator Kīpaepae at Uluākea Virtual Symposium II.
- 1/28/21 Interactive Activity “Equitable and Inclusive Crisis Leadership” by Gonzales, L., Barkhoff, H., & Russel, J. at 14th Annual Leadership Workshop of the American Kinesiology Association, Virtual.
- 1/28/21 “AKA Inclusive Excellence Award” presented by Barkhoff, H. at 14th Annual Leadership Workshop of the American Kinesiology Association, Virtual.
- 1/28/21 Panel Discussion “AKA Inclusive Excellence: University of Hawai’i at Hilo” by Barkhoff, H., Duley, H.Y., Makuakane-Lundin, G.M., Pacheco, M., & Tangaro, T. at 14th Annual Leadership Workshop of the American Kinesiology Association, Virtual.
- 3/24-26/21 Participant - 2021 AAC&U Virtual Conference on Diversity, Equity, and Student Success, Virtual.
- 4/28-30/21 Participant - WSCUC’s Accreditation Resource Community Conference, Virtual.
- 5/18/21 Oral Presentation – “Wa’a Hawai’i in Academia” by Iokepa, D., & Barkhoff, H. at Virtual Ka’ao - First Year Experience Institute, Virtual.
- 1/27/22 Oral Presentation – “Diversity, Equity, and Inclusion – Student Voices” at AKA (American Kinesiology Association) Annual Workshop – Leadership for the future: Vision, values, and practice, Virtual.
- 1/27/22 Oral Presentation – “Inclusive Excellence Award” at AKA (American Kinesiology Association) Annual Workshop – Leadership for the future: Vision, values, and practice, Virtual.
- 3/18/22 Oral Presentation – “Pathways to Decolonizing and Indigenizing Academia” by Duley, H.Y., Barkhoff, H., & Stotter, J. at AAC&U Conference on Diversity, Equity, and Student Success, New Orleans, USA.

Invited Talks and Workshops

- 10/03/99 Seminar for National Coaches in Figure Skating in Oberstdorf (Germany)
- 10/15/99 Research-Seminar at University of Tuebingen in Offenhausen (Germany)
- 11/21/99 Seminar for National Coaches in Inline Speed Skating in Berlin (Germany)
- 12/07/99 Seminar for Snowboarding instructors in Boeblingen (Germany)
- 01/15/00 Seminar for Inline Speed Skating instructors in Spaichingen (Germany)
- 02/05/00 Seminar for National Coaches in Inline Speed Skating in Darmstadt (Germany)
- 04/02/00 Seminar for National Coaches in Roller and Inline Speed Skating in Darmstadt (Germany)

- 04/29/00 International World Cup Inline Speed Skating in Gross-Gerau (Germany)
- 06/04/00 Seminar for National Coaches in Figure Skating in Dortmund (Germany)
- 07/10/00 International Skating Seminar in Garmisch-Partenkirchen (Germany)
- 07/01/00 European Championships in Inline Speed Skating in Latina (Italy)
- 11/26/00 Seminar for Coaches in Roller Skating in Osnabrueck (Germany)
- 03/16/01 Research-Seminar at University of Tuebingen in Offenhausen (Germany)
- 04/05/01 International CEPA-Seminar in Viana Do Castelo (Portugal)
- 10/09/01 Evaluation "Action now – fit for future" at DaimlerChrysler in Stuttgart (Germany)
- 11/23/01 "Fit in die Praxis" IKK-Health-Workshop in Heilbronn (Germany)
- 06/05/02 "Sport Psychology" at University of Tuebingen (Germany)
- 11/16/02 Seminar for Coaches in Roller Skating in Hamburg (Germany)
- 11/17/02 Seminar in Sport Psychology for Roller Skaters in Hamburg (Germany)
- 05/08/03 "Research in Health Science" at University of Tuebingen (Germany)
- 01/30/04 "Introduction in Exercise and Sport Psychology" Seminar for National Coaches in Roller and Inline Speed Skating in Darmstadt (Germany)
- 01/31/04 "Introduction in Physical Education Pedagogy" Seminar for National Coaches in Roller and Inline Speed Skating in Darmstadt (Germany)
- 02/01/04 "Applied Psychology of Effective Coaching" Seminar for National Coaches in Roller and Inline Speed Skating in Darmstadt (Germany)
- 06/15/05 "Leben und Studieren in Hawai'i" (*Life and Study in Hawai'i*). Oral presentation at the Volkshochschule (Outreach College) Rheine (Germany)
- 06/23/05 "Study & Current Research at the University of Hawai'i @ Hilo". Oral presentation at the University of Stuttgart (Germany)
- 01/25/06 "Nutrition in Sports". Oral presentation for Hilo Aquatic Swim club in Hilo, Hawaii (USA)
- 03/22/06 "Motivation in Competitive Sports". Oral presentation for Hilo Aquatic Swim club in Hilo, Hawai'i (USA)
- 06/12/06 "Self-efficacy, self-regulation skills, and mood states predict skaters' performance during championship competitions". Oral presentation at University of Bern (Switzerland)
- 09/17/06 "Nutrition Education". Benjamin Cummings' focus group at ADA. Media Focus Group in Honolulu, Hawai'i (USA)
- 10/25/06 "Nutrition in Swimming". Oral presentation at Waiakea High School in Hilo, Hawai'i (USA)
- 11/16/06 "Peak Performance in Sports". Oral presentation at UH Hilo – Athletics, Hawai'i (USA)
- 11/29/06 "Food logs in Sports". Oral presentation for Hilo Aquatic Swim club at Hilo High School, Hilo, Hawai'i (USA)
- 01/05/07 "Sport Psychology in Baseball". Oral presentation/Workshop at UH Hilo – Athletics, Hawai'i (USA)
- 3/27&28/07 Native Hawaiian Education Association Conference at Chaminade University, Honolulu, Hawai'i (USA)
- 05/08/07 LWW Virtual Focus Group for Sports Psychology - online
- 06/27/07 "What to eat before the next swim meet". Oral presentation at Hilo High School, Hilo, Hawai'i (USA)
- 07/09/07 NCAA visitation at UH Hilo – Athletics, Hawai'i (USA)

- 09/21/07 "Pre-Competition Foods". Oral presentation at Hilo High School, Hilo, Hawai'i (USA)
- 11/16/07 Puana Ka 'Ike Lecture Series, Huaka'i Mauka, Kona, Hawai'i (USA)
- 03/19/08 Kipuka – Uluakea Presentation to WASC at UH Hilo, Hawai'i (USA)
- 04/21/08 "Building a Campus Community for Student Success". Member of Panel at Workshop with Dr. Kuh at UH Hilo, Hawai'i (USA)
- 04/14/08 "Hawai'i Place-Based Educational Instruction of Sport Psychology & Motor Learning". Presentation at Celebrating Faculty Innovators Luncheon at UH Hilo, Hawai'i (USA)
- 5/21-5/26/08 Consultations with Dr Ihirangi Heke in Gisborne, Aetearoa/New Zealand:
 Hourouta Waka Ama Junior World U16 girl's W6: strength / conditioning
 Horouta Waka Ama Junior World U19 boy's W6: strength / conditioning
 Horouta Waka Ama Junior World U19 boy's W1: strength / conditioning
 Horouta Waka Ama Junior World U19 boy's W1: Silicon Coach video analysis
 East Coast Basketball U17 boy's national competition: mental toughness
 Tolaga Bay Senior Men's running group: Strength / conditioning
 Tolaga Bay Senior Women's running group: Strength / conditioning
 Tolaga Bay Rangatahi Surf Club: Strength / conditioning
 Te Tairāwhiti Rising Legends National Swim competitors / Dry-land swim training
- 05/28/08 "Place-Based Application of the Hawaiian Ki'i Concept into Sport Psychology". Oral Presentation at Te Pae Rangahau Tauhokai Ahurea (Centre for Applied Cross-Cultural Research) in Te Kura Mātai Hinengaro (School of Psychology) at Victoria University Wellington (Aotearoa/New Zealand)
- 06/13/08 "Overcoming Injuries in Sports" Oral Presentation at HATA Symposium, Hilo, Hawai'i, (USA)
- 07/03/08 "Hawai'i Place-Based Education in Sport Psychology". Oral Presentation at Department of Sport & Exercise Science at University of Stuttgart (Germany)
- 12/22/08 "Introduction to MacBook Air and Software". Workshop at UHH (USA)
- 12/22/08 "Introduction to Workshop Blogs". Workshop at UHH (USA)
- 01/09/09 "How to use iShowU" OTDL/CCECS workshop on Lulima and instructional software at UHH (USA)
- 01/16/09 "How to use QuickTime Pro" OTDL/CCECS workshop on Lulima and instructional software at UHH (USA)
- 01/23/09 "Using iMovie" OTDL/CCECS workshop on Lulima and instructional software at UHH (USA)
- 01/30/09 "Introduction to Lulima" workshop on Lulima at UHH (USA)
- 04/08/09 "Faculty Are People Too...the Day in the Life of a Professor...". Workshop at UHH (USA)
- 08/19/09 "Kinesiology & Exercise Sciences at UHH" Oral Presentation at Waiakea High School, Hilo, Hawai'i (USA)
- 08/20/09 "Faculty Are People Too...the Day in the Life of a Professor...". Workshop at UHH (USA)
- 8/28-9/6/09 Cultural and waka based experiential journey from instructors from Ngati Porou. Tolago Bay, (Aotearoa, New Zealand)

- 01/08/10 "Faculty Are People Too...the Day in the Life of a Professor...".
Workshop at UHH (USA)
- 1/16/13 "Introduction to Sport Psychology". Workshop for UHH Softball Team at
UHH (USA)
- 1/24/13 "Mental Profile in Softball". Workshop for UHH Softball Team at UHH
(USA)
- 3/13/13 "Imagery in Softball". Workshop for UHH Softball Team at UHH (USA)
- 3/18/13 "Men Can Stop Rape". Workshop at Hawai'i Community Office, Hilo
(USA)
- 3/21-3/23 Conference on Applied Learning in Higher Education at Missouri
Western University in St. Joseph, MO (USA)
- 4/12/13 "Helping students to learn by giving of themselves". Invited Talk at
ALEX Applied Learning Summit at UHH (USA)
- 7/8-7/10/13 "Moenahā Workshop" at Culture-Based Education Conference &
Hawaiian Education Summit 2013 in Honolulu, Hawai'i (USA)
- 8/7/13 "Lei Alilea Workshop" at UHH, Hawai'i (USA)
- 9/19/13 "Maka Kini, A Multiple-Intelligence Approach to Academic Success"
(Hei workshop with chant) at UHH, Hawai'i (USA)
- 10/3/13 "Hue Wai Hāwele, Securing the Spirit in Academia" (Making of ipu wai
with carrying net) at UHH, Hawai'i (USA)
- 10/9/13 Primary Care & Health Equity Symposium at UH Manoa, Hawai'i (USA)
- 10/29/13 RISE 21st Century After School Program in Hilo, Hawai'i (USA)
- 11/14/13 E 'Imi Kou Ala – Exploring Mayor Pathways to UHH, Hawai'i (USA)
- 11/21/13 Native Hawaiian Scholarship 'Aha – Kīpuka, UHH, Hawai'i (USA)
- 2/13/14 "Lei" – Kīkupka, UHH, Hawai'i (USA)
- 3/12/14 "ie'ie weaving" UHH, Hawai'i (USA)
- 4/11/14 The Culture of Mele (Song) for Wellbeing by Keali'i Reichel, UHH,
Hawai'i (USA)
- 4/13/14 Introduction to Kana Via Kokopu'upu'u by Keali'i Reichel, UHH, Hawai'i
(USA)
- 4/26/14 Diversity Symposium, Daniel K Inouye College of Pharmacy, UHH,
Hawai'i (USA)
- 9/5/14 Hilo Reigns, Hawai'i High School Counselors, UHH, Hawai'i (USA)
- 9/20/14 "Wahi Pana of Hilo" – Kīpuka, UHH (USA)
- 10/14/14 "Hawaii Island Well Being Challenge", Hawai'i County, Hilo, Hawai'i
(USA)
- 10/28/14 "Chanting - the Art of Connecting to self and to community, Uluākea,
Kīpuka, UHH, Hawai'i (USA)
- 11/15-11/16/14 "Kūkulu Ola" – Hawaiian Lomilomi UHH, Hawai'i (USA)
- 11/18/14 Kua o ka La WASC Accreditation Pre-Visit
- 11/18/14 "Kīpaepae - Understanding the Role of Ceremony in Academia,
Uluākea, Kīpuka, UHH, Hawai'i (USA)
- 11/20/14 Annual statewide Native Hawaiian Scholarship 'Aha Program, UHH,
Hawai'i (USA)
- 12/04/14 "Awa, A Process for Understanding the Cycle of Knowing and
Knowledge", Uluākea, Kīpuka, UHH, Hawai'i (USA)
- 3/12/15 "What is Hawaiian about...", Uluākea, Kīpuka, UHH, Hawai'i (USA)
- 8/19/15 "Evening of aloha for Fall 2015 Orientation", New Student Programs,
UHH, Hawai'i (USA)
- 8/20/15 "Fight The Freshman 15", New Student Programs, UHH, Hawai'i (USA)
- 8/20/15 "Transfer Advising", CAS, UHH, Hawai'i (USA)

- 9/25/15 Hilo Reigns, Hawai'i High School Counselors, UHH, Hawai'i (USA)
- 10/7/15 Kūkākūkā (Discussion) with Hawai'i Charter School Commissioner at Hakipuu Learning Center, Kaneohe, Hawai'i (USA)
- 10/10/15 "Compliance to Health Behaviors", Invited talk to Weight losing group (Dr. Cecilia Mukai) in Hilo, Hawai'i (USA)
- 12/11/15 Hawai'i Charter School Board Training, Hilo, Hawai'i (USA)
- 8/5/16 Lei Protocol and Lei Making Workshop, Hilo, Hawai'i (USA)
- 6/20/17 KES at UHH presented to Upward Bound High School students, Hawai'i (USA)
- 7/21/17 KES at UHH presented to Excite Camp at UHH, Hawai'i (USA)
- 8/9-8/11/17 PELP – President's Emerging Leaders Program, UH System, Honolulu, Hawai'i (USA)
- 1/3-4/18 PELP – President's Emerging Leaders Program, UH System, Maui, Hawai'i (USA)
- 2/12/18 Building Cultural Inclusion on Campus, UH Hilo, Hawai'i (USA)
- 2/20/18 Transfer Day - Hawai'i Community College, Hawai'i (USA)
- 4/6/18 Hula Workshop, Imiloa, UHH, Hawai'i (USA)
- 4/11/18 Transfer Day – UHH, Hawai'i (USA)
- 11/1/18 Transfer Day – UHH, Hawai'i (USA)
- 1/25-27/19 "Hiring, Evaluating, and Retaining Kinesiology Faculty" at 12th Annual Leadership Workshop of the American Kinesiology Association, Phoenix, Arizona (USA)
- 3/8/19 "What are Kinesiology & Exercise Sciences?" Pacheco/Barkhoff at Science Night/STEM 'Ohana Night at Waiakeawaena Elementary School, Hilo, Hawai'i (USA)
- 6/25-29/19 AAC&U 2019 Truth, Racial Healing, and Transformation Institute, Villanova University, Philadelphia (USA)
- 6/29-7/3/19 National Charter Schools Conference, Las Vegas (USA)
- 7/19/19 "KES Session 1" at Health Careers Opportunity Program, Hilo, Hawai'i (USA)
- 7/26/19 "KES Session 2" at Health Careers Opportunity Program, Hilo, Hawai'i (USA)
- 7/30/19 "2030 Promise Plan Feedback Session – Action", DOE, Honolulu, Hawai'i (USA)
- 7/30/19 "KES at UHH" at Talking Story with Admission program, Hilo, Hawai'i, (USA)
- 9/17/19 "Complementary Medicine", UHH, Hilo, Hawai'i (USA)
- 10/4/19 "Andy Irons: Kissed by Gods" Panel Discussion, UHH, Hilo, Hawai'i (USA)
- 10/21-10/24/19 NACSA (National Association of Charter School Authorizers Leadership Conference, St. Louis (USA)
- 2/10/20 Transfer Day – University of Hawai'i Maui Community College, Maui, (USA)
- 3/30/21 Virtual Transfer Day – University of Hawai'i at Hilo, (USA)
- 9/14/21 ACAD (American Conference of Academic Deans) Deans' Institute, Virtual
- 1/19/22 AAC&U (American Association of Colleges and Universities) Annual Meeting, Educating for Democracy, Virtual

- 1/25/22 AKA (American Kinesiology Association) Annual Workshop – Leadership for the future: Vision, values, and practice, Virtual
- 4/26/22 Deans Conference – Accreditation Review Commission on Education for the Physician Assistant, Virtual
- 5/4/22 “DEI & SJ Efforts at UH Hilo & Cal State Monterey Bay” Oral Presentation at University of North Carolina Charlotte, Virtual
- 5/26/22 “Paying Tribute to Hawai’i” Talk at NASPSA (North American Society for the Psychology of Sport and Physical Activity), Waikoloa, Hawai’i, (USA)

Intramural & External Grants

- 1997- 1999 “Handlungskontrolle und Selbstkonzept(e) von Hochleistungssportlern im Roll- und Eiskunstlauf in Trainings- und Wettkampfsituationen“ (*Action Control and Self Concept(s) of top level Roller and Figure Skaters in Training and Competition*) Scholarship of the “Landesgraduiertenfoerderung” (26 month fulltime), Deutschmarks 36,400.00 (US \$ 18,200.00). Principal Investigator.
- 2005 UHH Travel Grant (\$2000)
- 2005-2006 “Relations Between Leisure Activities and Health Indicators”. UHH Seed Money Grant US \$ 12,411.00. Principal Investigator.
- 2005 “School Health Study”. HMSA Foundation Grant US \$ 65,000.00. Principal Investigator. Not awarded.
- 2005-2007 “Sportpsychologische Eingangsdiagnostik – Entwicklung und Erprobung von drei Messinstrumenten aus dem Bereich affektiver Beanspruchung und neuartiger diagnostischer Web-Technologie” (*Developing and testing of new sport psychological diagnostic measurements for athletes in high competitive sports*). BISP (BundesInstitut fuer SPortwissenschaft – *German National Institute of Sport Science*) Grant Euro 39,791.00 (US \$ 51,974.90). Co-Investigator.
- 2006 UHH Travel Grant (\$2400)
- 2007 UHH Travel Grant (\$2400)
- 2007 Native Hawaiian Education Association Scholarship to attend 2007 National Indian Education Association Convention (\$300)
- 2008 UHH Travel Grant (\$2400)
- 2010 UHH Travel Grant (\$2400)
- 2013 UHH Travel Grant (\$2200)
- 2015 UHH Travel Grant (\$2200)
- 2018 “Longitudinal Impact of Indigenized Pre-Allied Health Professional Youth Summer Camp” – Kamehameha Research Grant (US\$ 49,000.00). Co-Investigator. Not awarded.
- 2019 Truth, Racial Healing, and Transformation Campus Center Grant – Association of American Colleges and Universities (US\$ 20,000.00). Not awarded.

Honors/Awards

- 2001 “Tackling Inequalities in Health” of the European Network of Health Promotion Agencies (ENHPA). Project “Gesundheitsfoerderung fuer

	Auszubildende” (Health Promotion for Trainees) elected as one of 5 “best-practice models” in Germany.
2007	Nominated, Taniguchi Excellence and Innovation Award
2008	Macpac award (a Macbook, an iPod, Office 2004 for Mac, and Prodcast software) Office of Technology and Distance Learning and the College of Continuing Education at UHH
2013	University of Hawai'i at Hilo Applied Learning Experiences Excellence in Teaching Award
2018-2019	American Kinesiology Association Jerry R. Thomas Distinguished Leadership Award for Undergraduate Degree Granting Departments
2018-2019	Nominated, American Kinesiology Association Inclusive Excellence Award
2019	Open Education Innovation Award, UH Hilo (\$250)
2019-2020	American Kinesiology Association Inclusive Excellence Award

Recognitions

2006	Senior Appreciation at National Student – Athlete Day, Department of Intercollegiate Athletics at UHH in Conjunction with the National Consortium of Academics and Sports
2006	UHH Chancellor Recognition – Special Tribute: E ola ka ‘olelo Hawai’i
2009	Senior Appreciation at National Student – Athlete Day, Department of Intercollegiate Athletics at UHH in Conjunction with the National Consortium of Academics and Sports
2009	Certificate of Appreciation – National Charter School Week 2009, Kanu O Ka ‘Āina NCPCS – for outstanding support and lasting contributions to Kanu O Ka ‘Aina New Century Public Charter School and Hawai’i’s charter school movement. Awarded: May 8, 2009
2014	Ha‘akūmalae Certificate of Engagement – Wahi Pana O Hilo, Hawai’i Community College & University of Hawai’i at Hilo, September 20, 2014

Journal Reviewer

2004, 05, 06, 07, 08, 12	Reviewer, <u>Journal of Applied Sport Psychology</u>
2005, 06, 07, 08, 10, 20	Reviewer, <u>The Sport Psychologist</u>
2006	Reviewer, <u>Diabetic Medicine Journal</u>
2006	Reviewer, <u>Zeitschrift fuer Sportpsychologie</u>
2006, 11	Reviewer, <u>Journal of the American Board of Sport Psychology</u>
2008, 09, 10, 11	Reviewer, <u>Athletic Insight</u> – The Online Journal of Sport Psychology
2016, 17, 17	Reviewer, <u>Journal of Sports Sciences</u>
2017	Reviewer, <u>Brazilian Journal of Sport Psychology & Human Development</u>
2017, 17	Reviewer, <u>European Journal for Sport & Society</u>
2018, 19	Reviewer, <u>Journal of Sport & Exercise Psychology</u>

Book Reviewer

- 2007 Reviewer, Brooks-Cole, Motor Learning: From Theory to Practice
 2006 Reviewer, Psychology Press, Advanced Sport Psychology
 2012 Book Reviewer, Pearson, Health – Making Choices for Life

Grant Agency Reviewer

- 2018 Scholarship Program: Research Stays for University Academics and Scientists, German Academic Exchange Service (DAAD), New York
 2017 Scholarship Program: Research Stays for University Academics and Scientists, German Academic Exchange Service (DAAD), New York (2x)
 2016 Scholarship Program: Short Term Research Grant, German Academic Exchange Service (DAAD), New York

Editorial Board

- 2008 – present Athletic Insight – The Online Journal of Sport Psychology
 2006 – 2008 Associate Editor, Journal of the American Board of Sport Psychology
 2006 – present Refeld (Revista Brasileira de Educação Física, Esporte, Lazer e Dança) – The Brazilian Journal of Physical Education, Sport, Leisure, and Dance

Associations

- 2005, 06 ISSP – International Society of Sport Psychology
 2006, 07 IAAP – International Association of Applied Psychology
 2007 NHEA – Native Hawaiian Education Association
 2016 - present AKA – American Kinesiology Association

License/ Certifications

- 1999- 2004 Fitness and Health Education Instructor
 1999- 2001 Instructor and Scientific Consultant for the German Inline Speed Skating Association (DRIV)
 1997- 2004 Inline Skating Instructor
 1996- 2006 Scientific Consultant for the German Roller and Figure Skating Association (DRIV and DEU)
 1995- 2006 Instructor of the German Roller and Figure Skating Association
 1995- 2004 Skiing and Snowboarding Instructor (DSLIV)
 1989- 2004 Roller Skating Instructor (DRIV)

Additional Employments

12/04- 2005	Sport Psychologist of one male Figure Skater (National Champion and Talent Squad Member "Team Olympia 2006")
08/03- 2006	Scientific Consultant and Supervisor of the National coaches and instructors for the German Roller, Inline and Precision Skating Federation (DRIV) in Physical Education Pedagogy
2002- 2006	Sport Psychologist of one female Artistic Roller Skater (National Champion, Runner up at World Championships 2002 and World Champion 2003)
2001- 2006	Sport Psychologist of the German National Roller-Skating Team
1999- 2006	Sport Psychologist of one male Artistic Roller Skater (National Champion, European Champion and World Champion 2002)
1999- 2001	Sport Psychologist of the German National Inline Speed Skating Team
1999- 2006	Scientific Consultant and Supervisor of the National coaches and instructors for the German Roller, Inline and Precision Skating Federation (DRIV) in Exercise and Sport Psychology

Medical Executive Committee Summary –October 13, 2022

Items for Board Approval:

Credentials Committee

Initial Appointments:

APPLICANT	SPECIALTY	DEPT	PRIVILEGES
Carlson, Steve, MD	Pathology	Surgery	Pathology: Core
Chaudhry, Monika, MD	Psychiatry	Medicine	Tele-Psychiatry: Core
Hell, Richard, MD	Gastroenterology	Medicine	Gastroenterology: Core with special privileges
Hessler, Christine, MD	Neurology	Medicine	Tele-Neurology: Core
McCoy, Justin MD	Radiology	Surgery	Remote Radiology: Core
Olsen, Erik, MD	Radiology	Surgery	Remote Radiology: Core
Stahl, Mark, MD	Neurology	Medicine	Tele-Neurology: Core

Reappointments:

Allen, Chad, DDS	Oral Maxillofacial Surgery	Surgery	Oral & Maxillofacial Surgery
Ashokkumar, Srinivasa, MD	Internal Medicine	Medicine	Medicine – Active Community
Atcha, Muneera, MD	Rheumatology	Medicine	Rheumatology General Internal Medicine
Brunet, Russell, DO	Family Medicine	Family Medicine	Family Medicine – Adult Pediatric and Well Newborn Category I and II Obstetrical
Chowdhury, Nagib, MD	Psychiatry	Medicine	Tele-Psychiatry
Colorado, Rene, MD	Neurology	Medicine	Neurology
Chung, Charles, MD	Radiology	Surgery	Remote Radiology
Fowler, Martin, DO	Tele-Neurology	Medicine	Tele-Neurology
Freeman, Heidi, MD	Ob/Gyn	Ob/Gyn	Ob Hospitalist
Grigg, Wendell, MD	Tele-Psychiatry	Medicine	Tele-Psychiatry
Horvath, Susanna, MD	Tele-Neurology	Medicine	Tele-Neurology
Horvath, Ewald, MD	Tele-Psychiatry	Medicine	Tele-Psychiatry
Iqbal, Arshad, MD	Tele-Neurology	Medicine	Tele-Neurology
Jani, Atul, MD	General Surgery	Surgery	General Surgery
Obembe, Olufolajimi, MD	Radiology	Surgery	Remote Radiology
Penalver, Alberto, MD	Tele-Psychiatry	Medicine	Tele-Psychiatry
Prinzivalli-Rolfe, Brigitte, MD	Tele-Neurology	Medicine	Tele-Neurology
Roeder, Zachary, MD	Tele-Radiology	Surgery	Tele-Radiology
Shah, Panna, MD	Tele-Neurology	Medicine	Tele-Neurology
Silk, Jeremy, MD	Plastic Surgery	Surgery	Plastic & Reconstructive Surgery Hand Surgery Regional Wound Care Center
Singer, Paul, MD	Tele-Neurology	Medicine	Tele-Neurology
Tran, Michael, MD	Pediatric Cardiology	Pediatrics	Pediatric Cardiology Remote Pediatric Cardiology
Tung, Christie, MD	Tele-Neurology	Medicine	Tele-Neurology: Core
Windham, Charles, MD	Tele-Psychiatry	Medicine	Tele-Psychiatry: Core

Staff Status Modifications:

NAME	SPECIALTY	STATUS
Brandt, B. Elene, MD	Pediatrics	Emeritus effective October 31, 2022.

Evitts, Matthew, DO	Remote Radiology	Resignation effective October 30, 2022.
Safvi, Amjad, MD	Remote Radiology	Resignation effective September 8, 2022.
Tamir, Karina, DO	Tele-Psychiatry	Resignation effective September 17, 2022.

Other Items: Attached

Dept of Surgery – Clinical Privileges Delineation – Colorectal Surgery Revision	The Committee recommended approval of the revisions to the clinical privileges for Colorectal Surgery.
Dept of Surgery – Clinical Privileges Delineation – Ophthalmology Revision	The Committee recommended approval of the revision to the FPPE/Proctoring for the clinical privileges delineation for Ophthalmology.
Dept of Surgery – Clinical Privileges Delineation – Dentistry Revision	The Committee recommended approval of the revisions to the Dentistry initial appointment criteria and removal of Pediatric Dentistry core privileges as submitted.

Interdisciplinary Practice Committee

Initial Appointment:

NAME	SPECIALTY	DEPARTMENT	SUPERVISING PHYSICIAN
Gates, Cristina, PA-C	Physician Assistant	Emergency Medicine	Drs. Misty Navarro & Cristina Martinez
Fisher, Amanda PA-C	Physician Assistant	Emergency Medicine	Drs. Misty Navarro & Cristina Martinez

Modification of Privileges:

NAME	SPECIALTY	PRIVILEGE
Poandl, Alison, PA-C	Physician Assistant – Surgical Assisting General Surgery	Robotic First Assist

Staff Status Modifications:

NAME	SPECIALTY	STATUS
Tran, Katherine PA-C	Physician Assistant	Resignation effective 7/16/2022.

Temporary Privileges:

NAME	SPECIALTY	DATES
Hall, Kelly, PA-C	Physician Assistant – Surgical Assisting Cardiac Surgery	9/14/2022 – 10/14/2022
Poandl, Alison, PA-C	Physician Assistant – Surgical Assisting General Surgery	9/22/2022 only

Other Items: Attached

PA Robotic 1 st Assist Privilege Revision	Revised initial criteria of PA Robotic 1 st Assist privilege; remove requirement of 3 hour hands on criteria, as PA’s will not be using the console.
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Bylaws/Rules and Regulations

Results of General Medical Staff Ballot: Attached

The results of the ballot for proposed amendments to the Bylaws and General Medical Staff Rules and Regulations regarding Telemedicine Credentialing were overwhelmingly approved and are presented to the Board for ratification.

Informational Items:

I. General Rules and Regulations: Article 8.8-2.2 H&P Requirements (Attached)

Recommended amendments will clarify and simplify the description of history and physician requirements for both inpatient and outpatient procedures. These amendments are presented as information to the Board of Directors while posted for General Medical Staff review following by a General Medical Staff Bylaws. The outcome of the ballot will be presented to the Board for ratification.

II. Welcome New Medical Staff Department Chairs:

- a. Richard Gerber, MD, Department of Medicine
- b. Chuyen Trieu, MD, Department of Pediatrics

III. Committee Reports: Quality and Safety

Reports:

- Environment of Care
 - Security Management
 - Hazardous Material Management
 - Safety Management
 - Life Safety
 - Emergency Management
 - Workplace Violence Prevention
 - Employee Injury Reports
- Risk Management
- 2022 FMEA
- Safety & Reliability
 - Accreditation/Regulatory Update
 - National Patient Safety Goals
- Chest Pain/STEMI Program
- Total Joint Replacement Program
- Pharmacy & Therapeutics/Infection Control
 - Medication and Contrast Agent Shortages
 - Hand Hygiene
 - COVID-19 and Influenza Updates
 - Pharmacy Transitions of Care & Medication Reconciliation
 - Formulary Changes

IV. Treatment Plans & Order Sets Approved

TREATMENT PLANS - NEW			
NCCN Template	Title/Medication Name	Disease	PDF
MUM78	Carfilzomib 20mg/m2 THEN 36mg/m2 + Cyclophosphamide + Dex, Q28D (MUM78)	Multiple Myeloma	P&T.MUM78
NSC80	Durvalumab 1,500 mg, Q28D (NSC80)	Non-small Cell Lung Cancer	P&T.NSC80
MUM105	Carfilzomib/Lenalidomide/Dex + Daratumumab (SQ), Q28D (MUM105)	Multiple Myeloma	P&T.MUM105
	PEG-interferon alfa-2a 90 mcg, Q7D (Journal Article)	Essential Thrombocythemia (ET) and Polycythemia Vera (PV)	P&T.JA.PEGinterferon

RHAB13	Irinotecan 15 mg/m2 + Temozolomide +VinCRISTine 1.5 mg/m2, Q28D (RHAB13)	Rhabdomyosarcoma	P&T.RHAB13
ORDER SETS - RENEWAL			
Anticoag (ER) PHA Protocols			
Card Post LAA Closure			
Carotid Stent/Angio Pre Outpt			
Elastomeric Cont Local Anesth			
Embolization			
ER - COVID 19			
ER - Psych/OD (AOM)			
ER - Zpak			
ER- Neurologic (AOM)			
Fistulagram			
Hydration Pre-con w Renal Insu			
Interventional Post Proc			
Laser Lead Extraction - Post			
Laser Lead Extraction - Pre			
Massive Trans Labs Maintenance			
Massive Trans Ped Product Maintenance			
Massive Trans Peds-Initial			
Massive Trans Products Maintenance			
Massive Trans Protocol Initial			
Measles Diagnostic Send Out			
Nausea/Vomiting ADULT			
Ortho Hip Preoperative			
Ortho Knee Preoperative			

V. Other Reports:

- a. Financial Update August 2022
- b. Executive Leadership Update September 30 2022
- c. Summary of Executive Operations Committee Meetings
- d. Summary of Medical Staff Department/Committee Meetings –September 2022
- e. Medical Staff Treasury October 6, 2022
- f. Medical Staff Statistics
- g. HCAHPS Update October 6, 2022

				<u>Interstim Sacral Nerve Stimulation (SNS)</u>	<u>The applicant must be able to demonstrate</u> <u>1. Successful completion of an Accreditation Council for Graduate Medical Education (ACGME) / AOA Accredited training program in FPMRS (Female Pelvic Medicine & Reconstructive Surgery) that included training in SNS</u> OR <u>2. Completion of ACGME or AOA accredited residency in Colorectal Surgery, OB/GYN or urology and Completion of a training course in InterStim Therapy</u> AND <u>3. Demonstrate that they have performed at least six (6) InterStim Therapy simulator tests and implant procedures within the past 12 months</u>	<u>1</u>	<u>Successful performance of six (6) procedures within the past 24 months</u>
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Clinical Privileges Delineation Ophthalmology

Applicant Name: _____

Ophthalmology:

To be eligible to apply for core privileges in ophthalmology, the applicant must meet the following qualifications:

Board certification/eligibility requirements are applicable to new privilege requests after the Board of Directors approval of these revisions on September 28, 2017.

Board Certification:

Current Board certification or Board Eligible status (as defined by the corresponding specialty Board) in Ophthalmologic Surgery by the American Board of Ophthalmology or the American Osteopathic Board of Ophthalmology. For Board Eligible applicants, Board Certification as defined above must occur within 7 years of completion of residency/fellowship or within the eligibility specified by the corresponding specialty Board.

Ongoing Board Certification:

Once certified by a recognized Board, the Medical Staff Member must remain certified as a condition for Medical Staff privileges. If the Medical Staff member's board certification lapses for any reason, they shall have a grace period of two (2) years from the expiration date to regain board certification. Failure to regain board certification within the specified time period shall result in automatic suspension of Medical Staff privileges.

Applicants more than two (2) years post Residency must provide documentation of the performance of at least 50 ophthalmologic surgical procedures in the past 12 months.

New applicants will be required to provide documentation of the number and types of hospital cases during the past 24 months. Applicants have the burden of producing information deemed adequate by the Hospital for a proper evaluation of current competence, and other qualifications and for resolving any doubts.

General Privilege Statement

Clinically privileged individuals who have been determined to meet criteria within their practice specialty are permitted to admit, evaluate, diagnose, treat and provide consultation independent of patient age, and where applicable, provide surgical and therapeutic treatment within the scope of those clinical privileges and to perform other procedures that are extensions of those same techniques and skills. In the event of an emergency, any credentialed individual is permitted to do everything reasonably possible regardless of department, staff status or clinical privileges, to save the life of a patient or to save a patient from serious harm as is outlined in the Medical Staff Bylaws.

Ophthalmology core privileges

Admit, evaluate, diagnose, treat and provide consultation, order diagnostic studies and procedures and perform surgical or nonsurgical procedures on patients with ocular and visual disorders, the eyelid and orbit affecting the eye, including its related structures and visual pathways. The core privileges in this specialty include the procedures on the attached list and such other procedures that are extensions of the same techniques and skills.

Remote Pediatric Ophthalmology:

To be eligible to apply remote privileges in pediatric ophthalmology, the applicant must meet the following qualifications:

All criteria outlined for Ophthalmology Core privileges above

And

Documentation of the successful performance of least 10 evaluations for retinopathy of prematurity in the past 12 months.

New applicants will be requested to provide documentation of the number and types of hospital cases during the past 24 months. Applicants have the burden of producing information deemed adequate by the Hospital for a proper evaluation of current competence, and other qualifications and for resolving any doubts.

Requested Remote Pediatric Ophthalmology Privileges (*check box if requested*)

Read and provide formalized reports on screening examinations for retinopathy of prematurity for newborns.

Core Proctoring Requirements:

Core proctoring requirements include direct observation or concurrent and/or retrospective review as per proctoring policy contained in the Medical Staff General Rules and Regulations with the exception that these cases may be performed at the accredited surgery center in which the procedures are performed. The applicant's first case in the Hospital should be proctored, but this will not preclude them from advancement off of Provisional status.

Reappointment Criteria for Core Privileges:

Applicant must provide reasonable evidence of current ability to perform requested privileges; those physicians ~~who have~~with fewer than 5 patient contacts per year ~~in the hospital~~, and who cannot provide documentation of current competence from another facility, will not qualify to reapply.

Reappointment Criteria for Remote Pediatric Ophthalmology Privileges:

Applicant must provide documentation of the successful performance of at least 20 evaluations for retinopathy of prematurity over the past 24 months.

Special Procedures/Privileges

Qualifications: To be eligible to apply for a special procedure privilege listed below, the applicant must demonstrate successful completion of an approved and recognized course or acceptable supervised training in residency, fellowship, or other acceptable experience; and provide documentation of competence in performing that procedure consistent with the criteria set forth below.

Proctoring of Special Procedure Privileges: These special procedure-proctoring requirements must be met in addition to the core proctoring requirements described on page one of this privilege form.

Applicant: Place a check mark in the (R) column for each privilege requested. New applicants must provide documentation of the number and types of hospital cases during the past 24 months.

(R)=Requested **(A)**=Recommended as Requested **(C)**=Recommended w/Conditions **(N)**=Not Recommended
Note: If recommendations for clinical privileges include a condition, modification or are not recommended, the specific condition and reason for same must be stated on the last page of this form.

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Moderate Sedation	<p>Current ACLS Certification AND Signed attestation of reading SVMH Sedation Protocol and learning module, AND Completion of written moderate sedation exam with minimum of 75% correct.</p>	1	<p>Current ACLS Certification AND Completion of written moderate sedation exam with minimum 75% correct AND Performance of at least 2 Cases</p>

Applicant: Check box marked "R" to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Corneal transplants (penetrating keratoplasty)	<p>Successful completion of an ACGME-or AOA-accredited residency program in ophthalmology</p> <p>AND</p> <p>Successful completion of an accredited retinal fellowship training program that included performing corneal transplants.</p> <p>Required Previous Experience:</p> <p>Applicants must be able to demonstrate that they have performed at least 12 corneal transplant procedures in the past 12 months.</p>	1	Performance of at least 24 corneal transplant procedures over the past 24 months
				Screening for Retinopathy of Prematurity	<p>Applicants must be able to demonstrate that they have performed at least 10 evaluations for retinopathy of prematurity in the past 12 months.</p>	N/A	Performance of at least 20 evaluations for retinopathy of prematurity over the past 24 months.
				Vitreo-Retinal Surgery: Scleral Buckling, Posterior Vitrectomy, Intraocular Gas Injection	<p>Meet all criteria for Core Privileges</p> <p>AND</p> <p>Successful Completion of an approved Retinal Fellowship</p> <p>Documented Experience for applications >2 years post training</p>	1	Minimum of 10 cases in 2 years
				Insertion of Glaucoma Valve with scleral and/or corneal reinforcement and patch graft	<p>Meet all criteria for Core Privileges</p> <p>AND</p> <p>Successful Completion of an approved Glaucoma Fellowship</p> <p>Documented Experience for applications >2 years post training</p>	1	Minimum of 10 cases in 2 years
				Initiation of Q-Pump Pain Relief System	Review of "On-Q Pain Buster" educational materials	1 Retrospective Review	None

Salinas Valley Memorial Healthcare System - Ophthalmology

Core Procedure List: The following procedures are considered to be included in the core privileges for this specialty. When there is ambiguity as to whether a procedure is included in core, it should be clarified with the Department Chair, Chief Medical Officer and/or the Chief of Staff

Ophthalmology

1. Anterior vitrectomy, limbal approach
2. A and B mode ultrasound examination
3. Argon Laser peripheral iridotomy, trabeculoplasty, pupilo/gonioplasty, suture lysis
4. Pan-retinal photocoagulation, macular photocoagulation
5. Conjunctiva surgery, including grafts, flaps, tumors, pterygium, pinguecula
6. Corneal/scleral laceration repair
7. Corneal surgery, including diathermy, traumatic repair but excluding keratoplasty, keratotomy, and refractive surgery
8. Cryotherapy for retinal tears or uncontrolled painful glaucoma
9. Glaucoma surgery with intraoperative/postoperative antimetabolite therapy, primary trabeculectomy surgery
10. Injection of intravitreal medications
11. Intra- and extracapsular cataract extraction with or without lens implant, or phacoemulsification
12. Lid and ocular adnexal surgery, including plastic procedures, chalazion, ptosis, ectropion, repair of laceration, blepharospasm repair, tumors, flaps, enucleation, evisceration
13. Orbit surgery, including removal of the globe and contents of the orbit, enucleation, exploration by lateral orbitotomy, exenteration, blowouts, rim repairs, tumor, and foreign body removal
14. Radial and/or astigmatic keratotomy
15. Retrobulbar or peribulbar injections for medical delivery or chemical denervation for pain control
16. Removal of anterior segment foreign body
17. Strabismus surgery
18. Temporal artery biopsy, superficial
19. Use of local anesthetics and parenteral sedation for ophthalmologic conditions
20. YAG Laser peripheral iridotomy, capsulotomy, cyclophotocoagulation, trabeculoplasty, sclerostomy lysis, posterior vitreous membranectomy
21. Blepharoplasty

Applicant: Complete this section only if you do not wish to apply for any of the specific core procedures listed above:

Please indicate any privilege on this list you would like to *delete or change* by writing them in the space provided below. Requests for deletions or changes will be reviewed and considered by the Department Chair, Credentials Committee and Medical Executive Committee. Deletion of any specific core procedure does not preclude mandatory requirement for Emergency Room call.

Applicant Signature: _____

Date: _____



Clinical Privileges Delineation Dentistry

Applicant Name: _____

Qualifications for Dentistry Privileges:

To be eligible to apply for core privileges in dentistry, the applicant must meet the following qualifications:

- DDS or DMD: Successful completion of an approved school of dentistry and successful completion of an approved post-graduate program of at least one (1) year approved by the Commission on Dental Accreditation.

Or

- Current certification or active participation in the examination process leading to certification by the relevant American Dental Board within the previous 12 months.

AndOR

- Documentation of the performance of at least ~~10 inpatient~~ 200 dental procedures within the past 24 months, 100 of which must be dental extraction, while in training in a hospital setting or the applicant should have performed 10 inpatient procedures within the last 18 months while in practice.

General Privilege Statement

Clinically privileged individuals who have been determined to meet criteria within their practice specialty are permitted to admit, evaluate, diagnose, treat and provide consultation independent of patient age, and where applicable, provide surgical and therapeutic treatment within the scope of those clinical privileges and to perform other procedures that are extensions of those same techniques and skills. In the event of an emergency, any credentialed individual is permitted to do everything reasonably possible regardless of department, staff status or clinical privileges, to save the life of a patient or to save a patient from serious harm as is outlined in the Medical Staff Bylaws.

Dentistry Core Privileges

Co-admit, consult, evaluate, diagnose and provide diagnostic, preventive, and limited therapeutic oral health care to patients. Co-admission is to be done in conjunction with a staff Oral and Maxillofacial Surgeon or staff physician of an appropriate specialty.

Qualifications for Pediatric Dentistry Privileges:

~~To be eligible to apply for core privileges in dentistry, the applicant must meet the following qualifications:~~

~~• All criteria outlined for Dentistry AND~~

~~Successful completion of a 2-year accredited advanced education program in pediatric dentistry AND~~

~~• Documentation of the performance of at least 10 inpatient procedures while in training in a hospital setting or the applicant should have performed 10 inpatient procedures within the last 18 months while in practice.~~

Pediatric Dentistry core privileges Requested

~~Co-admit, consult, evaluate, diagnose and provide diagnostic, preventive, and limited therapeutic oral health care to patients possessing wholly primary or both primary and permanent teeth. Co-admission is to be done in conjunction with a staff Oral and Maxillofacial Surgeon or staff physician of an appropriate specialty.~~

Current Competence: New applicants will be required to provide documentation of the number and types of hospital cases during the past 24 months. Applicants have the burden of producing information deemed adequate by the hospital for a proper evaluation of current competence, and other qualifications and for resolving any doubts.

Core Proctoring Requirements:

Core proctoring requirements include direct observation or concurrent and/or retrospective review as per proctoring policy contained in the Medical Staff General Rules and Regulations.

Reappointment Criteria for Core Privileges:

~~Applicant must provide reasonable evidence of current ability to perform requested privileges; those physicians who have fewer than 5 patient contacts per year in the hospital, and cannot provide documentation of current competence from another facility, will have all of their in-house patient contacts reviewed by the department wherein they are granted privileges until such time as current competence is affirmed. Documentation of at least 200 dental procedures, 100 of which must have been dental extractions.~~

~~Special Procedures/Privileges~~

Qualifications: To be eligible to apply for a special procedure privilege listed below, the applicant must demonstrate successful completion of an approved and recognized course or acceptable supervised training in residency, fellowship, or other acceptable experience; and provide documentation of competence in performing that procedure consistent with the criteria set forth below.

Proctoring of Special Procedure Privileges: These special procedure-proctoring requirements must be met in addition to the core proctoring requirements described on page one of this privilege form.

Applicant: Place a check mark in the (R) column for each privilege requested. New applicants must provide documentation of the number and types of hospital cases during the past 24 months.

(R)=Requested **(A)**=Recommended as Requested **(C)**=Recommended w/Conditions **(N)**=Not Recommended

Note: If recommendations for clinical privileges include a condition, modification or are not recommended, the specific condition and reason for same must be stated on the last page of this form.

Applicant: Check box marked “R” to request privileges

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Moderate Sedation	ACLS Certification or completion of the SVMHS airway management course every two (2) years, AND Signed attestation of reading SVMH Sedation Protocol and learning module, AND Completion of written moderate sedation exam with minimum of 75% correct.	1	ACLS or Airway Management Course AND Completion of written moderate sedation exam with minimum 75% correct AND Performance of at least 2 Cases

Salinas Valley Memorial Healthcare System

Core Procedure List: The following procedures are considered to be included in the core privileges for this specialty. When there is ambiguity as to whether a procedure is included in core, it should be clarified with the Department Chair, Chief Medical Officer and/or the Chief of Staff

Dentistry

1. Co-Admission of Patients
2. Routine forceps Extraction of Primary of Permanent Teeth
3. Surgical Removal of Erupted Teeth
4. Surgical Removal of Soft Tissue Impact Teeth
5. Alveolectomy
6. Initiation of Q-Pump Pain Relief System

Applicant: Complete this section only if you do not wish to apply for any of the specific core procedures listed above:
Please indicate any privilege on this list you would like to *delete or change* by writing them in the space provided below. Requests for deletions or changes will be reviewed and considered by the Department Chair, Credentials Committee and Medical Executive Committee. Deletion of any specific core procedure does not preclude mandatory requirement for Emergency Room call.

_____	_____
_____	_____
_____	_____

Signature: _____

Date _____

Special Procedures

Applicant: Place a check mark in the (R) column for each privilege requested. New applicants must provide documentation of the number and types of hospital cases during the past 24 months.

(R)=Requested **(A)**=Recommended as Requested **(C)**=Recommended w/Conditions **(N)**=Not Recommended

Note: If recommendations for clinical privileges include a condition, modification or are not recommended, the specific condition and reason for same must be stated on the last page of this form.

Applicant: Check box marked “R” to request privileges

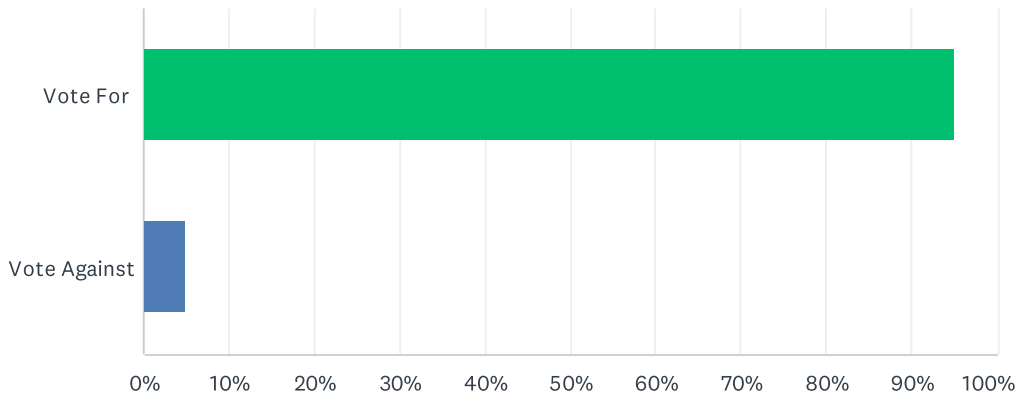
R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Furnishing or ordering of Schedule II-V drugs under physician supervision within a collaborative practice agreement	Documentation of registration with the U.S. Drug Enforcement Administration AND Documentation of completion of a controlled substance education course which meets the requirements pursuant to California Code of Regulations Title 16	N/A	Continued maintenance DEA registration

Special Procedures/Privileges in SURGERY

R	A	C	N	Procedure	Initial Appointment	Proctoring	Reappointment
				Act as first or second assistant in surgery under the supervision of an approved supervising physician.	Document 25 assists in previous 24 months	N/A	Document 25 assists in previous 24 months
				<u>Act as first or second assistant in robotic surgery under the supervision of an approved supervising physician.</u>	<u>Documentation of successful completion of the “Intuitive” training course (A hands-on training practicum in the use of the daVinci Surgical Platform of at least eight (8) hours duration with experience in a laboratory setting which included a minimum of three (3) hours of personal time on the system using animal or cadaver models.) or Documentation of 25 assists in the previous 24 months.</u>	<u>First 3 cases</u>	<u>Document 25 assists in the previous 24 months</u>

Q1 5.12 TELEMEDICINE PRIVILEGES 5.12.4 Applications for Telemedicine privileges will be processed in accordance with the provisions of these Bylaws in the same manner as for any other applicant with the exception of Hospital Affiliations. Verification of Hospital Affiliations for Telemedicine practitioners with more than 3 hospital affiliations shall be limited to 10% of total affiliations unless additional information is deemed to be required.

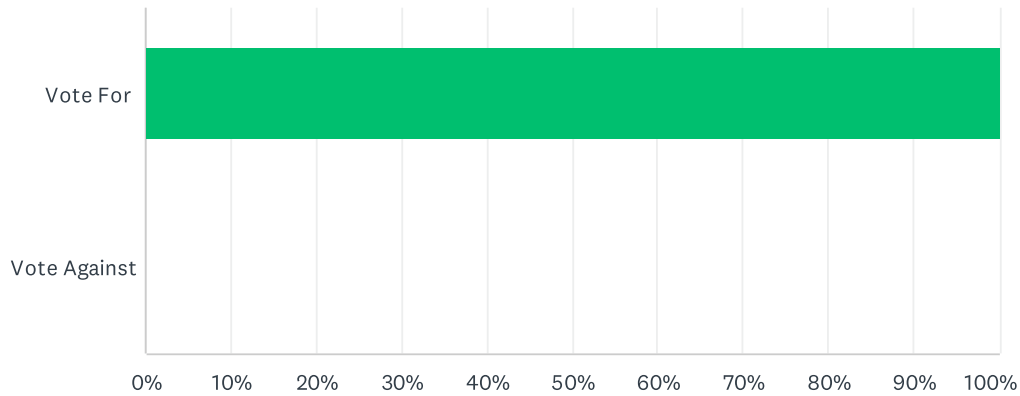
Answered: 20 Skipped: 0



ANSWER CHOICES	RESPONSES
Vote For	95.00% 19
Vote Against	5.00% 1
TOTAL	20

Q2 General Rules and Regulations - Telemedicine Credentialing Policy Revisions shown in the attachment to the Email will expedite the process for credentialing and re-credentialing telemedicine providers.

Answered: 20 Skipped: 0



ANSWER CHOICES	RESPONSES	
Vote For	100.00%	20
Vote Against	0.00%	0
TOTAL		20

8.8 Contents

8.8-1 General. Each medical record shall contain sufficient detail and be organized in a manner that will enable a subsequent treating medical staff member or other health care provider to understand the patient's history and to provide effective care. All entries in the medical record must be legible.

8.8-2 Inpatient Medical Records. The inpatient medical record shall include the following elements:

8.8-2.1 Identification Data. The identification sheet (face sheet) shall include the patient's name, address, identification number, age, sex, marital status, religion, date of admission, date of discharge, name, address and telephone number of a person responsible for the patient, and initial diagnostic impression.

8.8.2.2 H&P Requirements (Also see Article XVII of the Bylaws):

~~All patients admitted to the hospital, with the exception of well newborns and some obstetrical patients (see 8.802.4), or registered for outpatient surgery or other procedure that places the patient at risk and/or involves the use of sedation or anesthesia within the first 24 hours of admission, will have a Complete H&P (defined below) documented in the medical record. The H&P will conform to the following requirements to ensure quality of care and comply with TJC, CMS and Title 22 regulations:~~

All patients admitted to the hospital, with the exception of well newborns and some obstetrical patients (see 8.8.2.4), will have a Complete H&P (defined below) documented in the medical record. Additionally, a Complete H&P is required for patients registered for outpatient surgery or other procedures requiring the use of sedation or anesthesia within the first 24 hours of admission. The H&P will conform to licensing and regulatory standards.

1) An H&P that is greater than 30 days old is invalid. In this case a complete H&P must be done within 24 hours of admission.

a) If a **Complete H&P** has been done within 30 days of inpatient admission, an Interval H&P (defined below) must be written within 24 hours of admission.

b) If a **Complete H&P** has been done within 30 days of surgery or other procedure that places the patient at risk and/or involves the use of sedation or anesthesia within the first 24 hours of admission, an Interval H&P must be written prior to the start of the surgery or procedure.

c) If no changes have occurred, the absence of change must be documented.

~~2) All outpatients registered by the Emergency Department, held for short-term observation, or scheduled for any surgical or invasive procedure not requiring sedation or anesthesia must have a **Focused H&P** (defined below) documented in the medical record. Should observation result in admission, an interval update is required.~~

- 3) In addition to the H&P requirements above, patients undergoing sedation or anesthesia care must also have a Pre-Anesthesia Assessment. The assessment is performed prior to the sedation/anesthesia procedure and considers data from other assessments.
- 4) The H&P requirement does not apply for emergency surgery, however, ~~it must be done~~ one must be completed as soon as possible after surgery.
- 5) **COMPLETE H&P DEFINITION:**
 - a. Chief Complaint
 - b. History of Present Illness
 - c. Relevant Past History;
 - d. Allergy Histories;
 - e. A relevant Review of Systems and,
 - f. A review of medications.

The Physical Examination must include at least the following:

A statement of general condition and an examination of at least the following:

- HEENT; ~~neck;~~
- Cardiovascular
- Respiratory
- Abdominal
- Extremities
- Neurologic
- Detailed dental when patient is undergoing dental procedures
- Detailed podiatric when patient undergoing podiatric procedures
- A female pelvic, breast and/or rectal examination or a male genital and/or rectal examination is required as part of the history and physical whenever it is clinically indicated.

A history and physical also must contain a statement regarding the conclusion or impressions drawn from the admission history and physical.

~~6) **FOCUSED H&P (Short Form): For use with outpatient procedures only.** The Focused H&P should provide an account of the chief complaint, the present illness, including an assessment of contributing factors, relevant past medical history, an impression and a proposed initial plan of evaluation and treatment. The Focused H&P should in all cases be written in sufficient detail to allow the formulation of a reasonable picture of the patient's clinical status.~~

~~Content:~~

- ~~• History of present illness (including chief complaint)~~
- ~~• Current medications~~
- ~~• Any drug allergies/sensitivities~~

- ~~Past medical history~~
- ~~Indications and proposed procedures for any surgery or invasive procedure~~
- ~~Physical examination as indicated~~
- ~~Assessment~~
- ~~Treatment plan~~

~~**Interval Update Note:** The Interval Update Note must update any components of the patient's current medical status, regardless of whether or not there were any changes, and confirm that the necessity for the procedure is still present. The interval note must contain either the changes in medical history or physical exam, or a statement indicating that no changes have occurred. Daily progress notes shall meet the requirement for an Interval Update Note for inpatients.~~

6) The history and physical report shall be prepared by the patient's attending, unless he or she delegates this responsibility to another provider or he or she is required by the Medical Staff Bylaws or Rules to delegate or share this responsibility with another provider.

7) The admission H&P is good for the entire length of stay of the patient. Any changes in the patient's condition prior to surgery should be documented in the progress notes. H&P's dictated by a member of the Advanced Practice Provider Staff must be countersigned or reviewed and updated by the Supervising Provider prior to the commencement of surgery.

8) **Interval Update Note:** The Interval Update Note must update any components of the patient's current medical status, regardless of whether or not there were any changes, and confirm that the necessity for the procedure is still present. The interval note must contain either the changes in medical history or physical exam, or a statement indicating that no changes have occurred. Daily progress notes shall meet the requirement for an Interval Update Note for inpatients.

8.8-2.3 Procedures that involve minimal risk and do not require a history and physical: IVP, CT scan with contrast, fistulagrams, thyroid biopsies, fine needle biopsies, thoracentesis, paracentesis, blood patches, blood transfusions, catheter placements (PICC, CVP, dialysis), myelogram, simple fluid aspiration, venogram, lumbar puncture, arthrogram, T-tube cholangiogram, nephrogram, pain management injection, PEG tube replacement, small bowel capsule study, and sleep studies except as listed in Section 8.8.2.2.

8.8-2.4 The obstetrical record shall include the prenatal record, when available. The prenatal record shall be a legible copy of the attending practitioner's office record transferred to the hospital before admission and the obstetric history and physical, which includes pertinent additions to the history and any subsequent changes in the physical findings. In the case of an anticipated normal vaginal

delivery and in the absence of the need for non-routine medical intervention, the obstetrical record will be accepted in lieu of a formal hospital H&P.

8.8-2.5 Obstetrical patients undergoing a surgical procedure, including a C-section, must have an appropriate History and Physical completed prior to beginning the procedure, except in emergent situations.

8.8-2.6 Admission of well newborns shall be exempt from the full H&P requirement, however, the Newborn Admission & Discharge Physical form must be completed.

RESOLUTION NO. 2022-15

**OF THE BOARD OF DIRECTORS OF
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM**

AMENDING DISTRICT CONFLICT OF INTEREST CODE

WHEREAS, Salinas Valley Memorial Healthcare System (“District”) is a public entity and local health care district organized and operated pursuant to Division 23 of the California Health and Safety Code, and as such is political subdivision of the State of California operating as a Special District under California law;

WHEREAS, the SVMHS Board of Directors has adopted a Conflict of Interest Code setting forth guidelines, rules, and regulations regarding the annual disclosure of assets, business positions and occupations, and income of designated officers and employees of the District;

WHEREAS, California Government Code Section 87306.5 requires each local agency in California to review its Conflict of Interest Code in each even numbered year to determine if its Conflict of Interest Code accurately designates all position which make or participate in the making of governmental decisions; and

WHEREAS, the SVMHS Conflict of Interest Code has been reviewed and recommendations have been made to revise the Conflict of Interest Code to update the Code document and list of officers and designated employees who must annually disclose their economic interests.

NOW THEREFORE IT IS HEREBY ORDERED AND DIRECTED THAT:

1. The Board of Directors of Salinas Valley Memorial Healthcare System hereby approves and adopts the amended and restated Conflict of Interest Code for the District in the form attached to this Resolution.
2. A copy of this Resolution and the attached District Conflict of Interest Code shall be forwarded by the District to the Monterey County Board of Supervisors in its capacity as the reviewing agency for the District’s Conflict of Interest Code.
3. The Secretary and President of the Board are hereby authorized to execute any documents and take any other actions necessary to give effect to this Resolution.

This Resolution was adopted at a duly noticed Regular Meeting of the Board of Directors of the District on October 27, 2022, by the following vote.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Salinas Valley Memorial Healthcare System

By: _____
Victor Rey, Jr., Board President

**CONFLICT OF INTEREST CODE
OF THE
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM**

The Political Reform Act of 1974 (Government Code section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the terms of section 18730 of title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission together with the attached Appendices designating positions and establishing disclosure categories are hereby incorporated by reference and together constitute the Conflict of Interest Code of the Salinas Valley Memorial Healthcare System (hereafter, "Agency").

Individuals holding designated positions shall file their statement of economic interests with the Agency, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. Upon receipt of the statements for Members of the Board of Directors, President / Chief Executive Officer, and Chief Financial Officer, the Agency shall make and retain copies and forward the original of the statements to the code reviewing body. Statements for all other designated positions shall be retained by the Agency.

Attachments: Appendix A: Designated Positions
Appendix B: Disclosure Categories
[Appendix C: Health and Safety Code Sections 32110 & 32111](#)

Adopted: [DATE]
Amended: [DATE]

APPENDIX A: DESIGNATED POSITIONS

Designated Positions¹	Assigned Disclosure Category
Assistant Controller	5
Assistant Director of Pharmacy	2
Assistant Director, Facilities Development and Real Property	5
Assistant Director, PFS/Registration	2
Associate Chief Nursing Officer	2
Associate Chief of Staff	2
Chief Administrative Officer, Business Development & Integration/COO SVMC	4
Chief Administrative Officer, Community Wellness	2
Chief Administrative Officer, Patient Experience	2
Chief Administrative Officer, SVMC	1
Chief Biomed Engineer	2
Chief Clinical Officer	2
Chief Engineer	5
Chief Human Resources Officer	2
Chief Information Officer	2
Chief Medical Officer/CEO SVMC	2
Chief Nursing Officer	2
Chief of Staff	2
Chief Operating Officer	2
Chief Philanthropy Officer	6
Chief Strategic Communications Officer	6
Consultant/New Position ²	1

¹ Public officials who manage public investments are not covered by the Conflict of Interest Code because they must file a statement of economic interests pursuant to Government Code section 87200. Therefore, those positions are listed below for information purposes only:

- Members of the Board of Directors
- President / Chief Executive Officer
- Chief Financial Officer

² Consultants are included in the list of designated positions. For purposes of this Code, "consultant" has the same meaning as set forth in 2 Cal. Code Regs., tit. 2, section 18700.3(a), as follows:

Designated Positions ¹	Assigned Disclosure Category
Contracts Administrator	5
Controller	5
<u>Chief Operating Officer SVMC/Director of Business Development</u>	<u>1</u>
Director of Ambulatory Medical Informatics	2
<u>Director of Accreditation & Regulatory Compliance</u>	<u>2</u>
Director of Case Management	2
Director of Clinic Services	2
Director of Clinical Development	2
<u>Director of Clinical Operations</u>	<u>2</u>
Director of Continuum of Care	2
<u>Director of Critical Care & Emergency Department</u>	<u>2</u>
<u>Director of Education & Clinical Informatics</u>	<u>3</u>

"Consultant" means an individual who, pursuant to a contract with a state or local government agency:

- (1) Makes a governmental decision whether to:
 - (A) Approve a rate, rule, or regulation;
 - (B) Adopt or enforce a law;
 - (C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - (D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
 - (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
 - (F) Grant agency approval to a plan, design, report, study, or similar item;
 - (G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or
- (2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302."

Consultants to the Salinas Valley Memorial Healthcare System shall be subject to disclosure under Category 1, subject to the following limitation: The President / Chief Executive Officer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply with the disclosure requirements of Category 1. In such cases, the President / Chief Executive Officer may designate a different disclosure requirement. Such determination must be made in writing and shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the consultant's disclosure requirements. Such determination by the President / Chief Executive Officer is a public record and shall be retained for public inspection in the same manner and location as the Agency's Conflict of Interest Code.

Designated Positions ¹	Assigned Disclosure Category
<u>Director of Enterprise Informatics</u>	<u>2</u>
Director of Enterprise Population and Health Management	2
Director of Environmental Services	2
Director of Finance Planning & Decision Support	2
Director of Foundation Operations	6
Director of Government Affairs	2
Director of HIM/Privacy Officer	2
Director of Imaging Services	2
Director of Internal Audit and Compliance	5
Director of Laboratory Services	2
Director of Magnet Program	2
Director of Managed Care Contracting	2
Director of Marketing & <u>Communications</u>	6
Director of Materials Management	5
Director of Medical Staff Services	2
Director of Nutrition Services	2
Director of Patient Financial Services and Patient Registration	2
Director of Perioperative Services	2
Director of Pharmacy	2
Director of Public Relations	6
Director of <u>Outpatient Infusion & Wound Center</u> Rehab Services and Wound Care	2
<u>Director of Strategic Development</u>	<u>6</u>
Director of Volunteer and Health Career Services	2
Director of Women's and Children's Services	2
Manager of Payroll	2
Manager of Registration	2
Nursing Director	2

Designated Positions ¹	Assigned Disclosure Category
Senior Administrative Director of Cardiovascular, Pulmonary, and Sleep Medicine Services	2
Senior Administrative Director of Facilities Management and Construction	5
Senior Administrative Director, Quality and Patient Safety	4

APPENDIX B: DISCLOSURE CATEGORIES

General Provisions Applicable to All Categories

When an individual who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

When an individual who holds a designated position is required to disclose sources of income, he or she shall include gifts received from donors located inside as well as outside the jurisdiction.

When an individual who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below if it is located within the jurisdiction, or not more than two miles outside the boundaries of the jurisdiction, or within two miles of any land owned or used by Agency.

When an individual who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

For purposes of this Conflict of Interest Code, the jurisdiction of the **Salinas Valley Memorial Healthcare System** is **Monterey County**. **Salinas Valley Memorial Healthcare System** operates entirely within the geographical boundaries of Monterey County.

Category 1

A designated position in this category must report all investments, business positions, interests in real property, and sources of income, including gifts, loans, and travel payments.

Category 2

A designated position in this category must report all investments, business positions, and sources of income, including gifts, loans, and travel payments.

Category 3

A designated position in this category must report all interests in real property as defined by the instructions to the Statement of Economic Interest form.

Category 4

A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the Agency.

Category 5

A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to supply materials, products, supplies, commodities, services, machinery, vehicles, or equipment utilized by the Agency.

Category 6

A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to receive grants or other monies from or through the Agency.

APPENDIX C: HEALTH AND SAFETY CODE SECTIONS 32110 & 32111

32110.

(a) Except as provided in subdivision (d), no person who is a director, policymaking management employee, or medical staff officer of a hospital owned or operated by a district shall do either of the following:

(1) Possess any ownership interest in any other hospital serving the same area as that served by the district hospital of which the person is a director, policymaking management employee, or medical staff officer.

(2) Be a director, policymaking management employee, or medical staff officer of any hospital serving the same area as the area served by the district hospital.

(b) For purposes of this section, a hospital shall be considered to serve the same area as a district hospital when more than 5 percent of the hospital's patient admissions are residents of the district.

(c) For purposes of this section, the possession of an ownership interest, including stocks, bonds, or other securities by the spouse or minor children or any person shall be deemed to be the possession or interest of the person.

(d) No person shall serve concurrently as a director or policymaking management employee of a district and as a director or policymaking management employee of any other hospital serving the same area as the district, unless the boards of directors of the district and the hospital have determined that the situation will further joint planning, efficient delivery of health care services, and the best interest of the areas served by their respective hospitals, or unless the district and the hospital are affiliated under common ownership, lease, or any combination thereof.

(e) Any candidate who elects to run for the office of member of the board of directors of a district, and who owns stock in, or who works for any health care facility that does not serve the same area served by the district in which the office is sought, shall disclose on the ballot his or her occupation and place of employment.

32111.

(a) A member of a health care district's medical or allied health professional staff who is an officer of the district shall not be deemed to be "financially interested," for purposes of Section 1090 of the Government Code, in any of the contracts set forth in subdivision (b) made by any district body or board of which the officer is a member if all of the following conditions are satisfied:

(1) The officer abstains from any participation in the making of the contract.

(2) The officer's relationship to the contract is disclosed to the body or board

and noted in its official records.

(3) If the requirements of paragraphs (1) and (2) are satisfied, the body or board does both of the following, without any participation by the officer:

(A) Finds that the contract is fair to the district and in its best interest.

(B) Authorizes the contract in good faith.

(b) Subdivision (a) shall apply to the following contracts:

(1) A contract between the district and the officer for the officer to provide professional services to the district's patients, employees, or medical staff members and their respective dependents, provided that similar contracts exist with other staff members and the amounts payable under the contract are no greater than the amounts payable under similar contracts covering the same or similar services.

(2) A contract to provide services to covered persons between the district and any insurance company, health care service plan, employer, or other entity that provides health care coverage, and that also has a contract with the officer to provide professional services to its covered persons.

(3) A contract in which the district and the officer are both parties if other members of the district's medical or allied health professional staff are also parties, directly or through their professional corporations or other practice entities, provided the officer is offered terms no more favorable than those offered any other party who is a member of the district's medical or allied health professional staff.

(c) This section does not permit an otherwise prohibited individual to be a member of the board of directors of a district, including, but not limited to, individuals described in Section 32110 of this code or in Section 53227 of the Government Code. Nothing in this section shall authorize a contract that would otherwise be prohibited by Section 2400 of the Business and Professions Code.

(d) For purposes of this section, a contract entered into by a professional corporation or other practice entity in which the officer has an interest shall be deemed the same as a contract entered into by the officer directly.

**CONFLICT OF INTEREST CODE
OF THE
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM**

The Political Reform Act of 1974 (Government Code section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the terms of section 18730 of title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission together with the attached Appendices designating positions and establishing disclosure categories are hereby incorporated by reference and together constitute the Conflict of Interest Code of the Salinas Valley Memorial Healthcare System (hereafter, "Agency").

Individuals holding designated positions shall file their statement of economic interests with the Agency, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. Upon receipt of the statements for Members of the Board of Directors, President / Chief Executive Officer, and Chief Financial Officer, the Agency shall make and retain copies and forward the original of the statements to the code reviewing body. Statements for all other designated positions shall be retained by the Agency.

Attachments: Appendix A: Designated Positions
Appendix B: Disclosure Categories
Appendix C: Health and Safety Code Sections 32110 & 32111

Adopted: [DATE]
Amended: [DATE]

APPENDIX A: DESIGNATED POSITIONS

Designated Positions¹	Assigned Disclosure Category
Assistant Controller	5
Assistant Director, PFS/Registration	2
Associate Chief of Staff	2
Chief Administrative Officer, Community Wellness	2
Chief Administrative Officer, SVMC	1
Chief Biomed Engineer	2
Chief Human Resources Officer	2
Chief Information Officer	2
Chief Medical Officer/CEO SVMC	2
Chief Nursing Officer	2
Chief of Staff	2
Chief Operating Officer	2
Chief Philanthropy Officer	6
Chief Strategic Communications Officer	6
Consultant/New Position ²	1

¹ Public officials who manage public investments are not covered by the Conflict of Interest Code because they must file a statement of economic interests pursuant to Government Code section 87200. Therefore, those positions are listed below for information purposes only:

- Members of the Board of Directors
- President / Chief Executive Officer
- Chief Financial Officer

² Consultants are included in the list of designated positions. For purposes of this Code, "consultant" has the same meaning as set forth in 2 Cal. Code Regs., tit. 2, section 18700.3(a), as follows:

"Consultant" "means an individual who, pursuant to a contract with a state or local government agency:

- (1) Makes a governmental decision whether to:
 - (A) Approve a rate, rule, or regulation;
 - (B) Adopt or enforce a law;
 - (C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
 - (D) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
 - (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
 - (F) Grant agency approval to a plan, design, report, study, or similar item;

Designated Positions¹	Assigned Disclosure Category
Contracts Administrator	5
Controller	5
Chief Operating Officer SVMC/Director of Business Development	1
Director of Accreditation & Regulatory Compliance	2
Director of Case Management	2
Director of Clinic Services	2
Director of Clinical Development	2
Director of Clinical Operations	2
Director of Continuum of Care	2
Director of Critical Care & Emergency Department	2
Director of Education & Clinical Informatics	3
Director of Enterprise Informatics	2
Director of Enterprise Population and Health Management	2
Director of Environmental Services	2
Director of Finance Planning & Decision Support	2
Director of Government Affairs	2
Director of HIM/Privacy Officer	2
Director of Imaging Services	2
Director of Internal Audit and Compliance	5

(G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Section 87302."

Consultants to the Salinas Valley Memorial Healthcare System shall be subject to disclosure under Category 1, subject to the following limitation: The President / Chief Executive Officer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply with the disclosure requirements of Category 1. In such cases, the President / Chief Executive Officer may designate a different disclosure requirement. Such determination must be made in writing and shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the consultant's disclosure requirements. Such determination by the President / Chief Executive Officer is a public record and shall be retained for public inspection in the same manner and location as the Agency's Conflict of Interest Code.

Designated Positions¹	Assigned Disclosure Category
Director of Laboratory Services	2
Director of Magnet Program	2
Director of Managed Care Contracting	2
Director of Marketing & Communications	6
Director of Materials Management	5
Director of Medical Staff Services	2
Director of Nutrition Services	2
Director of Patient Financial Services and Patient Registration	2
Director of Perioperative Services	2
Director of Pharmacy	2
Director of Public Relations	6
Director of Outpatient Infusion & Wound Center	2
Director of Strategic Development	6
Director of Volunteer and Health Career Services	2
Director of Women's and Children's Services	2
Manager of Payroll	2
Manager of Registration	2
Nursing Director	2
Senior Administrative Director of Cardiovascular, Pulmonary, and Sleep Medicine Services	2
Director of Facilities Management and Construction	5

APPENDIX B: DISCLOSURE CATEGORIES

General Provisions Applicable to All Categories

When an individual who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

When an individual who holds a designated position is required to disclose sources of income, he or she shall include gifts received from donors located inside as well as outside the jurisdiction.

When an individual who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below if it is located within the jurisdiction, or not more than two miles outside the boundaries of the jurisdiction, or within two miles of any land owned or used by Agency.

When an individual who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

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Category 2

A designated position in this category must report all investments, business positions, and sources of income, including gifts, loans, and travel payments.

Category 3

A designated position in this category must report all interests in real property as defined by the instructions to the Statement of Economic Interest form.

Category 4

A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the Agency.

Category 5

A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to supply materials, products, supplies, commodities, services, machinery, vehicles, or equipment utilized by the Agency.

Category 6

A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to receive grants or other monies from or through the Agency.

APPENDIX C: HEALTH AND SAFETY CODE SECTIONS 32110 & 32111

32110.

(a) Except as provided in subdivision (d), no person who is a director, policymaking management employee, or medical staff officer of a hospital owned or operated by a district shall do either of the following:

- (1) Possess any ownership interest in any other hospital serving the same area as that served by the district hospital of which the person is a director, policymaking management employee, or medical staff officer.
- (2) Be a director, policymaking management employee, or medical staff officer of any hospital serving the same area as the area served by the district hospital.

(b) For purposes of this section, a hospital shall be considered to serve the same area as a district hospital when more than 5 percent of the hospital's patient admissions are residents of the district.

(c) For purposes of this section, the possession of an ownership interest, including stocks, bonds, or other securities by the spouse or minor children or any person shall be deemed to be the possession or interest of the person.

(d) No person shall serve concurrently as a director or policymaking management employee of a district and as a director or policymaking management employee of any other hospital serving the same area as the district, unless the boards of directors of the district and the hospital have determined that the situation will further joint planning, efficient delivery of health care services, and the best interest of the areas served by their respective hospitals, or unless the district and the hospital are affiliated under common ownership, lease, or any combination thereof.

(e) Any candidate who elects to run for the office of member of the board of directors of a district, and who owns stock in, or who works for any health care facility that does not serve the same area served by the district in which the office is sought, shall disclose on the ballot his or her occupation and place of employment.

32111.

(a) A member of a health care district's medical or allied health professional staff who is an officer of the district shall not be deemed to be "financially interested," for purposes of Section 1090 of the Government Code, in any of the contracts set forth in subdivision (b) made by any district body or board of which the officer is a member if all of the following conditions are satisfied:

- (1) The officer abstains from any participation in the making of the contract.
- (2) The officer's relationship to the contract is disclosed to the body or board

and noted in its official records.

(3) If the requirements of paragraphs (1) and (2) are satisfied, the body or board does both of the following, without any participation by the officer:

(A) Finds that the contract is fair to the district and in its best interest.

(B) Authorizes the contract in good faith.

(b) Subdivision (a) shall apply to the following contracts:

(1) A contract between the district and the officer for the officer to provide professional services to the district's patients, employees, or medical staff members and their respective dependents, provided that similar contracts exist with other staff members and the amounts payable under the contract are no greater than the amounts payable under similar contracts covering the same or similar services.

(2) A contract to provide services to covered persons between the district and any insurance company, health care service plan, employer, or other entity that provides health care coverage, and that also has a contract with the officer to provide professional services to its covered persons.

(3) A contract in which the district and the officer are both parties if other members of the district's medical or allied health professional staff are also parties, directly or through their professional corporations or other practice entities, provided the officer is offered terms no more favorable than those offered any other party who is a member of the district's medical or allied health professional staff.

(c) This section does not permit an otherwise prohibited individual to be a member of the board of directors of a district, including, but not limited to, individuals described in Section 32110 of this code or in Section 53227 of the Government Code. Nothing in this section shall authorize a contract that would otherwise be prohibited by Section 2400 of the Business and Professions Code.

(d) For purposes of this section, a contract entered into by a professional corporation or other practice entity in which the officer has an interest shall be deemed the same as a contract entered into by the officer directly.

RESOLUTION NO. 2022-16

**OF THE BOARD OF DIRECTORS OF
SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM**

**PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A
STATE OF EMERGENCY BY GOVERNOR'S STATE OF EMERGENCY DECLARATION
ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS
FOR THE PERIOD OCTOBER 31, 2022 THROUGH NOVEMBER 30, 2022**

WHEREAS, Salinas Valley Memorial Healthcare System ("District") is a public entity and local health care district organized and operated pursuant to Division 23 of the California Health and Safety Code;

WHEREAS, the District Board of Directors is committed to preserving and nurturing public access and participation in its meetings;

WHEREAS, all meetings of the District's governing body are open and public, as required by The Ralph M. Brown Act, so that members of the public may attend, participate, and observe the District's public meetings;

WHEREAS, The Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions;

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the boundaries of the District, caused by natural, technological, or human-caused disasters;

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees;

WHEREAS, the District Board of Directors has reconsidered the state of emergency circumstances, and find that the state of emergency continues to impact the ability of the members to meet safety in person pursuant to Government Code Section 54953(e)(3) due to increasing COVID-19 case numbers and hospitalizations over the past several months;

WHEREAS, as a consequence of the local emergency, the District Board of Directors may conduct meetings without compliance with Government Code Section 54953(b)(3), as authorized by Section 54953(e), and that the District shall comply with the requirements to provide the public with access to the meetings pursuant to Section 54953(e)(2);

WHEREAS, meetings of the District Board of Directors will be available to the public via a link listed on the agenda;

NOW THEREFORE IT IS HEREBY ORDERED AND DIRECTED THAT:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. Proclamation of Local Emergency. The District hereby proclaims that a local emergency continues to exist throughout Monterey County, and as of September 22, 2021, the Monterey County Health Department continues to recommend that physical and social distancing strategies be practiced in Monterey County, which includes remote meetings of legislative bodies, to the extent possible.
3. Ratification of Governor's Proclamation of a State of Emergency. The District hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.
4. Remote Teleconference Meetings. The District Board of Directors is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of The Brown Act.
5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) October 30, 2022, or (ii) such time the District adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the District may continue to meet via teleconference meeting all the requirements of Section (3)(b).

This Resolution was adopted at a duly noticed Regular Meeting of the Board of Directors of the District on October 27, 2022, by the following vote.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

By: _____
Victor Rey, Jr., Board President

EXTENDED CLOSED SESSION
(if necessary)

(VICTOR REY, JR.)