SONOMA VALLEY HEALTH CARE DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING AGENDA
Thursday, August 6, 2015
5:30 p.m. Closed Session
6:00 p.m. Regular Session

COMMUNITY MEETING ROOM
177 FIRST STREET WEST, SONOMA

AGENDA ITEM	RECOMMENDATION	
MISSION STATEMENT *The mission of SVHCD is to maintain, improve, and restore the health of everyone in our community.*		
CALL TO ORDER	*Nevins*	
2. PUBLIC COMMENT ON CLOSED SESSION	*Nevins*	
3. CLOSED SESSION Calif. Government Code § 54957: Public Employment - Executive Employment Agreement with Chief Executive Officer	*Nevins*	
4. REPORT OF CLOSED SESSION	*Nevins*	
5. PUBLIC COMMENT SECTION *At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for Board consideration. At all times please use the microphone.*		
6. CONSENT CALENDAR A. Regular Board Minutes 7.2.15 B. FC Minutes 6.23.15 C. QC Minutes 6.24.15 D. GC Minutes 4.28.15 E. Policy & Procedure Approval F. MEC Credentialing Report 7.22.15	*Nevins*	Action
7. QUEEN OF THE VALLEY COMMUNITY OUTREACH Dana Codron, RN, Executive Director	*D. Codron*	Inform
8. CEO INCENTIVE COMPENSATION GOALS FY2016	*Hirsch*	Inform/Action
9. COMPREHENSIVE PHARMACY SERVICES (CPS) AGREEMENT, PROPOSED 2nd AMENDMENT	*Jensen*	Action
10. FINANCIAL STATEMENTS FOR JUNE 2015	*Jensen*	Inform/Action

11. MGH AFFILIATION AGREEMENT	*Nevins/Mather*	Inform/Action
12. ADMINISTRATIVE REPORT FOR JULY 2015	*Mather*	Inform
13. OFFICER & COMMITTEE REPORTS Governance Committee • Proposed Orientation and Resource Manual	*Committee Chairs*	Inform/Action
14. BOARD COMMENTS	*Board Members*	Inform/Discuss
15. ADJOURN Next Regular Board meeting is September 3, 2015	*Nevins*	

6.

CONSENT CALENDAR

SVHCD BOARD OF DIRECTORS
REGULAR MEETING MINUTES
Thursday, July 2, 2015
Closed Session 5:00 p.m.
Regular Session 6:00 p.m.
COMMUNITY MEETING ROOM
177 FIRST STREET WEST, SONOMA, CA

	RECOMMENDATION	
MISSION STATEMENT *The mission of SVHCD is to maintain, improve and restore the health of everyone in our community.*		
1. CALL TO ORDER AND ANNOUNCEMENTS The Closed Session called to order at 5:00pm.	*Nevins*	
2. PUBLIC COMMENT ON CLOSED SESSION	*Nevins*	
3. CLOSED SESSION Calif. Health and Safety Code § 32155: Report from Medical Staff	*Cohen*	
4. REPORT OF CLOSED SESSION There was nothing to report from the Closed Session.	*Nevins*	
5. PUBLIC COMMENT SECTION	*Nevins*	
At this time, members of the public may comment on any item not appearing on the agenda. It is recommended to keep comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for Board consideration. At all times please use the microphone. Ms. Gina Cuclis, Board member for the Sonoma County Office of Education shared her recent experience at Sonoma Valley Hospital. Ms. Cuclis had a total left shoulder replacement and her experience was so positive, she felt compelled to share it with the SVH Board of Directors and the public. The attending surgeon was Dr. Michael Brown and after care Hopitalists included Dr. Dennis Verducci. Of special note was the nursing staff which provided excellent care and catered to the Cuclis Family needs.		

Overall, her experience at Sonoma Valley Hospital was wonderful. As a Sonoma resident for over 25 years, Ms. Cuclis is pleased with her decision to switch from Kaiser to Sonoma Valley Hospital. On behalf of the Cuclis family, Ms. Cuclis thanked the entire Hospital staff for all they do to serve the greater Sonoma community.		
6. CONSENT CALENDAR	*Nevins*	Action
A. Regular Board Minutes 6.4.15 B. FC Minutes 5.26.15 C. QC Minutes 5.27.15 D. GC Minutes 4.28.15 E. Policy & Procedure Approval F. MEC Credentialing Report 6.24.15		**MOTION** to approve by Boerum and 2nd by Hirsch. All in favor.
7. CANCER SUPPORT SONOMA	*Koppel*	Inform
Pam Koppel, Program Director for Cancer Support Sonoma gave an overview on the Hospital's new program for cancer patients. The program offers care and support in a healing environment for patients during and after cancer treatment. A *Health Navigator* will guide patients through the program assisting them in selecting the best therapies for their situation. The newly renovated Cancer Support Sonoma Center is located on the third floor of the Sonoma Valley Hospital. For more information, please call (707) 935-5244 or visit the Hospital's website at www.svh.com/foundation/css		.
8. FLUOROSCOPY PROJECT PROPOSAL	*Cohen*	Action
Ms. Kuwahara returned to present the revised request for a Fluoroscopy 500D replacement and to ask for the Board's approval. The request had previously been approved at the Finance Committee meeting on June 23, 2015.		**MOTION** to approve by Rymer and 2nd by Hirsch. All in favor
9. FINAL OPERATING BUDGET FY2016	*Jensen*	Inform/Action
		MOTION to approve by Boerum and 2nd by Hirsch. All in favor
10. FINANCIAL REPORT FOR JUNE 2015	*Jensen*	Inform
After accounting for all income and expenses, not including Restricted Contributions and GO bond activity, the net loss for May was ($303,627) vs. a budgeted net income of $55,429. The loss was offset by a true-up to the GO Bond income in the amount of $340,693. The total net income for May after all activity was $74,378 vs. a budgeted net income of $151,664.		
11.ADMINISTRATIVE REPORT FOR JULY 2015	*Mather*	

The SVH Service Award ceremony for Hospital staff was held last week. Hospital Staff are acknowledged for their service in 5 year increments beginning with the fifth year of service. Of special note was Pamela Gilmore, Clinical Lab Scientist who was honored for 40 years of service to the Hospital. The newly elected Chief of the Medical Staff is Dr. Keith Chamberlain. The elected Vice Chief of the Medical Staff is Dr. Brian Sebastian. The immediate past Chief of Staff, Dr. D. Paul Amara, was acknowledged and thanked for his service over the past two years. Mr. Kobe spoke to the issue of Patient Satisfaction and the methodology used to gather this information. The 2014-15 Patient Satisfaction goals were divided into 8 domains and a 9th domain has been added for 2015-16. The 2015-16 goal is to meet 7 out of 9 or 77%, of domains.		
12. OFFICER & COMMITTEE REPORTS	*Committee Chairs*	Inform/Action
Board Chair Report: The Board Self -Assessment process is almost complete the plans are to hold the 2015 Annual Board Retreat earlier than past years. Quality Committee (QC) Report: Kathy Mathews and Joe Cornett each gave excellent presentations at the past two QC meetings. The QC Quarterly Dashboard is almost ready to be presented. The quarterly tracking of adverse events includes total patient harm rate.		**MOTION** to approve by and 2nd by. All in favor.
13. BOARD COMMENTS AND ANNOUNCEMENTS	*Board Members*	Inform
Mark Kobe was introduced as the newly promoted Chief Nursing Officer effective July 1, 2015. At a recent meeting of the Northern California Health Care Authority took place on. Jane and Bob made excellent presentations. The Hospital will participate in the 52nd Annual Sonoma 4th of July parade. Joe Cornett, Grigory Gatenian, Kimberly Drummond and Star Fales were thanked for construction and design of the Hospital's float and Gigi Betta was thanked for supervising parade logistics.		
14. ADJOURN Meeting adjourned at 7:00pm	*Nevins*	

SONOMA VALLEY HEALTH CARE DISTRICT
FINANCE COMMITTEE
MEETING MINUTES
Tuesday, June 23, 2015
Schantz Conference Room

Voting Members Present	Members Excused/Absent	Staff	Public
Dick Fogg Phil Woodward Peter Hohorst Keith Chamberlin Stephen Berezin S. Mishra Steve Barclay Mary Smith	Sharon Nevins	Ken Jensen Cynthia Denton Jeannette Tarver Vivian Woodall	

AGENDA ITEM	DISCUSSION	ACTIONS	FOLLOW-UP
MISSION AND VISION STATEMENTS	*The mission of SVHCD is to maintain, improve and restore the health of everyone in our community. The vision of SVHCD is that SVH will be a nationally recognized, compassionate place of healing known for excellence in clinical quality. We serve as the guide and indispensable link in our community's health care journey.*		
1. CALL TO ORDER AND ANNOUNCEMENTS	*Fogg*		
	Meeting called to order at 5:00 pm		
2. PUBLIC COMMENT SECTION	*Fogg*		
	None		
3. CONSENT CALENDAR	*Fogg*	Action	
FC Meeting Minutes 5.26.15		**Action** **MOTION** by	

AGENDA ITEM	DISCUSSION	ACTIONS	FOLLOW-UP
		Woodward to approve, 2nd by Barclay. All in favor.	
4. PATIENT ACCOUNTING OVERVIEW	*Denton*	Inform	
	Ms. Cynthia Denton gave a high-level overview of business services, showing how major clinical patient experiences connected to the appropriate non-clinical revenue cycle processes. Implementation of ICD-10 coding will take place October 1, 2015, with that date driven by CMS. Mr. Jensen discussed changes in the payer mix and compared gross revenue variance by payer to the FY2016 budget.		Woodward asked Jensen for an expense comparison at the July meeting.
5. REQUEST FOR FINANCING AND CONSTRUCTION OF A FLUOROSCOPY UNIT	*Kuwahara*	Action	
	Ms. Kuwahara said the goal is to ask the Board at their July meeting to approve a fluoroscopy unit and construction, with an estimated cost of $778,688 (equipment $418,688 and construction $360,000); GE will provide financing. The current system is very old and parts are obsolete. Title 22 requires acute care hospitals to have a fluoroscopic unit. Total project is anticipated to be 10-12 months. While construction is in process, fluoroscopy will not be available except for a surgical C-arm (a very basic version). Lease payments would start in FY2017.	**Action** **MOTION** by Barclay to approve, 2nd by Chamberlin, for Board to approve *providing some additional risk assessment is done*. All in favor.	Jensen to look into potential additional costs, such as lead shielding code changes, prior to Board meeting.
6. CAPITAL BUDGET REVIEW The 2016 Capital Budget is in progress and will be presented to the Finance Committee in July and to the Board in August.	*Jensen*	Inform	
	Mr. Jensen said the capital requests would be prioritized and brought back to the FC in July.		

AGENDA ITEM	DISCUSSION	ACTIONS	FOLLOW-UP
7. FINANCIAL REPORT FOR THE MONTH ENDING MAY 31, 2015	*Jensen*	Inform/Action	
	Mr. Jensen reported that gross patient revenue was under budget by $533, 802 primarily due to significant changes in payer mix. Cash was over by $605, 164. Cash on hand was at 17 days. A/P was at 34.5 days. He also discussed the cash forecast and expected the Hospital to end the fiscal year with $2.3 million.	**Action** **MOTION** by Barclay to approve, 2nd by Chamberlin. All in favor.	
8. CEO BOARD REPORT JUNE 2015	*Nevins*	Inform	
	Since Ms. Nevins was absent, the Board report was not discussed.		
9. ADJOURN/DISCUSSION	*Fogg*		
	Meeting adjourned at 6:22 pm		

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SONOMA VALLEY HEALTH CARE DISTRICT
QUALITY COMMITTEE
REGULAR MEETING MINUTES
Wednesday, June 24, 2015
Schantz Conference Room

Committee Members Present	Committee Members Present cont.	Committee Members Excused	Admin Staff /Other
Jane Hirsch Carol Snyder Cathy Webber H. Eisenstark Susan Idell Joshua Rymer M. Mainardi Paul Amara MD Kelsey Woodward		Ingrid Sheets	Robert Cohen MD Leslie Lovejoy Mark Kobe Joe Cornett Dawn Kuwahara Vivian Woodall

AGENDA ITEM	DISCUSSION	ACTION	FOLLOW-UP
1. CALL TO ORDER/ANNOUNCEMENTS	*Hirsch*		
	The meeting was called to order at 5:00 pm.		
2. PUBLIC COMMENT	*Hirsch*		
	None		
3. CONSENT CALENDAR	*Hirsch*	Action	
• QC Minutes, 5.27.15		**MOTION** by Rymer to approve and 2nd by Mainardi. All in favor.	
4. WOUND CARE	*Cornett*	Inform	
	Mr. Cornett gave a report on outpatient wound care services including changes in ER practices. An additional nurse will be added in July 2015 to accommodate departmental growth. Mr. Cornett has received national certification and will be receiving diabetic wound certification this summer.		
5. POLICY AND PROCEDURE	*Lovejoy*	Action	.

AGENDA ITEM	DISCUSSION	ACTION	FOLLOW-UP
• Emergency Ops Plan 2015 and HVA 2014-15 • Organizational Multiple, June 2015 • Nutrition Services Multiple #150-172 • Wound Care Multiple PC7740, PC7420, PC 8610… • Organizational Multiple, May 2015-GL8610, PI8610, PR8610 • Pharmacy Policies-MM8610 124, 141, 147 • Discharge Planning-DC8610 265 • Infection Prevention Program-IC8610-113	All policies have been moved to a three-year review cycle. Ms. Hirsch asked to see completed signature pages on all policies. The Board Clerk will make this change going forward. Mr. Rymer asked whether it would be helpful to have a sentence about what each policy does. Ms. Lovejoy said it is not necessary to understand existing policies in any greater detail, that Quality and Board approval are part of a compliance process. In most instances these policies have already been through several Medical Staff Committees.	**MOTION** by Rymer to approve and 2nd by Idell. All in favor.	
6. QUALITY REPORT JUNE 2015	*Lovejoy*	Inform/Action	
	Ms. Lovejoy attended the CIHQ conference in June and gave a short report of the conference to the Committee.	**MOTION** by Rymer to approve and 2nd by Eisenberg. All in favor.	
7. CLOSING COMMENTS	*Hirsch*		
	None		.
8. ADJOURN	*Hirsch*		
	Regular Session adjourned at 5:49 pm.		
9. UPON ADJOURNMENT OF REGULAR OPEN SESSION	*Hirsch*		
	Dr. Amara announced he is stepping down as President of the Medical Staff. Dr. Chamberlin is the newly appointed President will attend his first QC meeting in July. On behalf of the entire Committee, Ms. Hirsch thanked Dr. Amara for his service.		
10. CLOSED SESSION	*Amara*	Action	
Calif. Health & Safety Code § 32155 • Medical Staff Credentialing & Peer Review Report • Dashboard • Reportable Quality Issue • Changes to Med Staff Bylaws Rules & Regulations		**MOTION** by Idell to approve credentialing and 2nd by Eisenberg. All in favor.	
11. REPORT OF CLOSED SESSION	*Hirsch*	Inform/Action	

AGENDA ITEM	DISCUSSION	ACTION	FOLLOW-UP
12. ADJOURN	*Hirsch* Closed Session adjourned at 6:25 pm.		

SONOMA VALLEY HEALTH CARE DISTRICT
GOVERNANCE COMMITTEE
MINUTES
TUESDAY, APRIL 28, 2015, 8:30AM

LOCATION: SOLARIUM CONFERENCE ROOM
347 ANDRIEUX STREET, SONOMA, CA 95476

AGENDA ITEM	RECOMMENDATION	
MISSION STATEMENT *The mission of the SVHCD is to maintain, improve, and restore the health of everyone in our community.*		
1. CALL TO ORDER/ANNOUNCEMENTS Meeting called to order at 8:30 am	*Hohorst*	
2. PUBLIC COMMENT SECTION *At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Committee at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for Committee consideration.*	*Hohorst*	
3. CONSENT CALENDAR • Minutes **03.24.15**	*Hohorst*	Action **MOTION** to approve by Boerum. All in favor.
4. ACHD LEGISLATION DAYS REVIEW Mr. Hohorst and Boerum will each submit a review to the Board on May 7, 2015.	*Hohorst*	Discussion
5. ACHD GOVERNANCE CERTIFICATION SUBMISSION In progress.	*Hohorst*	Inform
6. REVISED PUBLIC RECORD REQUEST POLICY Bring forward to the Board meeting on May 7, 2015 for approval.	*Hohorst*	Action **MOTION** to approve <u>with CEO clarification</u> by Boerum. All in favor
7. ADJOURN Meeting adjourned at 9:15am Next meeting scheduled for May 26, 2015	*Hohorst*	

SONOMA VALLEY HOSPITAL
SONOMA VALLEY HEALTH CARE DISTRICT
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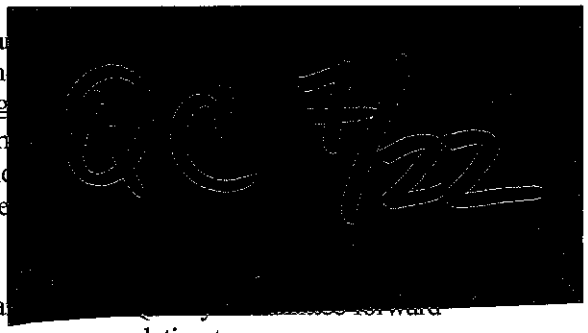
POLICY AND PROCEDURE
Approvals Signature Page

Review and Approval Requ



The SVH departmental/organizational policies and/or procedures on th
by the following organizational leaders for meeting all of the following

- Consistent with the Mission, Vision and Values of th
- Consistent with all Board Policy, Hospital Policy an
- Meet all applicable law, regulation, and related accre
- Consistent with prevailing standards of care
- Consistent with evidence-based practice

We recommend their acceptance by the Quality Committee a
them to the Sonoma Valley Health Care District Board with a recommendation to approve.

Organizational: PC8610-125 Universal Protocol	
APPROVED BY:	DATE: **6-29-15**
Director's/Manager's Signature Leslie Lovejoy	Printed Name **Leslie Lovejoy, RN PhD**

Douglas S Campbell, MD — 7/20/15
Chair ~~Medicine Committee~~ — Date

Michael Brown, MD — 7/16/15
Chair Surgery Committee — Date

Keith J. Chamberlin, MD MBA — 7/16/15
President of Medical Staff — Date

Kelly Mather — 7/29/15
Chief Executive Officer — Date

Sharon Nevins — Date
Chair, Board of Directors

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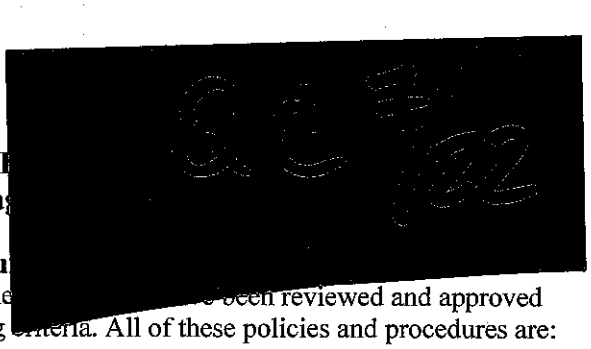
POLICY AND PROCE
Approvals Signature Pa



Review and Approval Requ

The SVH departmental/organizational policies and/or procedures on the ... been reviewed and approved by the following organizational leaders for meeting all of the following criteria. All of these policies and procedures are:

- Consistent with the Mission, Vision and Values of the Sonoma Valley Health Care District
- Consistent with all Board Policy, Hospital Policy and Hospital Procedures
- Meet all applicable law, regulation, and related accreditation standards
- Consistent with prevailing standards of care
- Consistent with evidence-based practice

We recommend their acceptance by the Quality Committee and that the Quality Committee forward them to the Sonoma Valley Health Care District Board with a recommendation to approve.

Organizational: Ebola Virus Disease Policy and Procedure	
APPROVED BY	DATE: **6-17-15**
Director's/Manager's Signature Kathy Mathews RN, CIC	Printed Name **Kathy Mathews, RN CIC**

Leslie Lovejoy, RN
Chief Nursing Officer, CQO

7-16-15
Date

D. Paul Amara, MD
President of Medical Staff

6/30/15
Date

Kelly Mather
Chief Executive Officer

7/21/15
Date

Sharon Nevins
Chair, Board of Directors

Date

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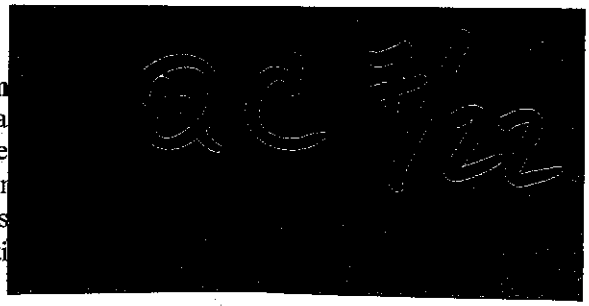

Review and Approval Requirem

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- Consistent with evidence-based practice

We recommend their acceptance by the Quality Committee and that the Quality Committee forward them to the Sonoma Valley Health Care District Board with a recommendation to approve.

Departmental: PC7420-119 Counts, Sponges, Sharps and Instruments	
APPROVED BY **Surgical Services Department Director**	DATE: **6-29-15**
Director's/Manager's Signature	Printed Name **Allan Sendaydiego, RN BSN**

Leslie Lovejoy, RN
Chief Nursing Officer — 7-16-15 Date

Michael Brown MD
Chair Surgery Committee — 7/16/15 Date

Keith J. Chamberlin, MD MBA
President of Medical Staff — 7/16/15 Date

Kelly Mather
Chief Executive Officer — 7/21/15 Date

Sharon Nevins
Chair, Board of Directors — Date

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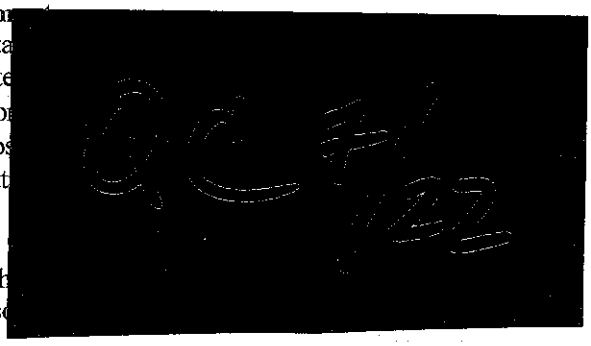
POLICY AND PROCEDURE
Approvals Signature Page

Review and Approval Requirem



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- Consistent with evidence-based practice

We recommend their acceptance by the Quality Committee and th
them to the Sonoma Valley Health Care District Board with a rec

Organizational: 8340-173 Registered Dietitian Nourishment Modifications-new policy	
APPROVED BY: Paula Davis	DATE: **6/17/15**
Director's/Manager's Signature	Printed Name **Paula Davis**

Douglas S Campbell, MD
Chair Medicine Committee — Date: 7/20/15

Michael Brown, MD
Chair Surgery Committee — Date: 7/16/15

Keith J. Chamberlin, MD, MBA
President of Medical Staff — Date: 7/14/15

Kelly Mather
Chief Executive Officer — Date: 7/21/15

Sharon Nevins
Chair, Board of Directors — Date

7.

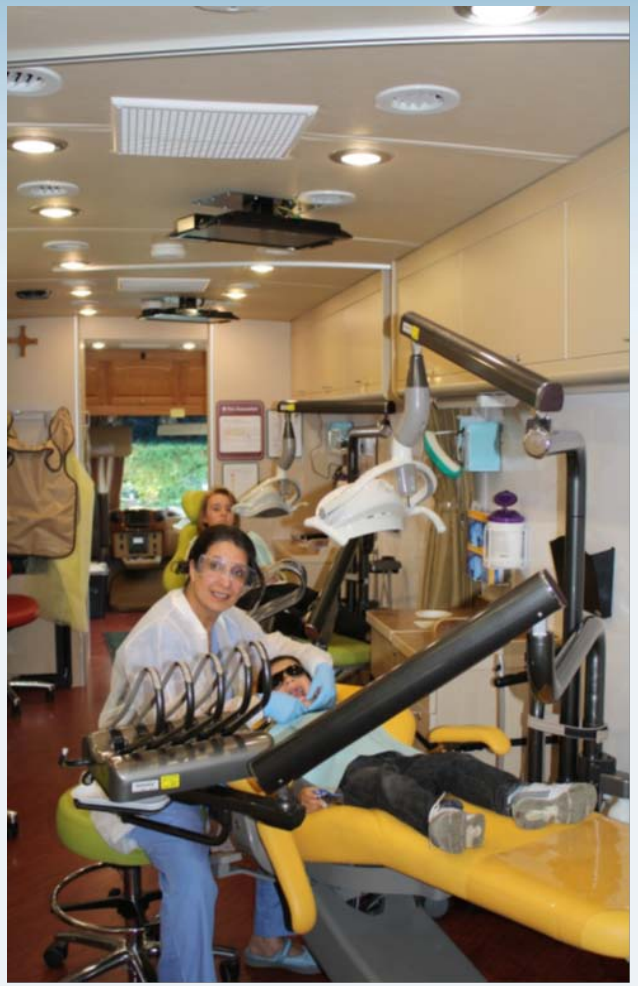
QUEEN OF THE VALLEY COMMUNITY OUTREACH

St. Joseph Health
Queen of the Valley

Community Outreach Department

Ensure Access to High Quality Healthcare and Supports

Queen's Mobile Dental Clinic



Social Determinants of Health Academic Achievement

NAPA VALLEY
PARENT UNIVERSITY

Improve Wellness and Healthy Lifestyles

Healthy 4 Life

- 18 NVUSD Schools
  - 4 High Schools
  - 5 Middle Schools
  - 9 Elementary Schools
- 462 students were assessed pre and post
- Over 1000 students took part
- 17.4% improved their weight status by year end

Ensure Access to High Quality Healthcare and Supports

Behavioral Health

- Postpartum Depression
- Healthy Minds Health Aging
- CARE Network

Healthy Minds Healthy Aging
A PROGRAM FOR OLDER ADULTS IN NAPA VALLEY

Family Service
OF NAPA VALLEY
Mental Health Services Changing Lives

Improve Wellness and Healthy Lifestyles

Community Health Education

- 21 Napa County locations
- 19 class curriculums
- Perinatal Classes
- Cooking Matters

Support Groups

- Alcoholics Anonymous-AA
- Al-Anon (Spanish)
- **Art Wellness**
- Attitudes for Health & Healing
- **Bosom Buddies**
- **Breast Feeding Support**
- **Cancer Support Group**
- **Care Givers Support**
- Food Addicts in Recovery
- **Grief Support – Death of a Child**
- LGBT Senior Support Group
- Lupus Support Group
- **Look Good Feel Better Cancer Support Group**
- **Man to Man (Prostate Cancer)**
- Ostomy Support Group
- Spinal Cord Support Group
- **Stroke Support Group**
- **Writing Group**

C- Case Management

A- Advocacy

R- Resource & Referral

E- Education

Network

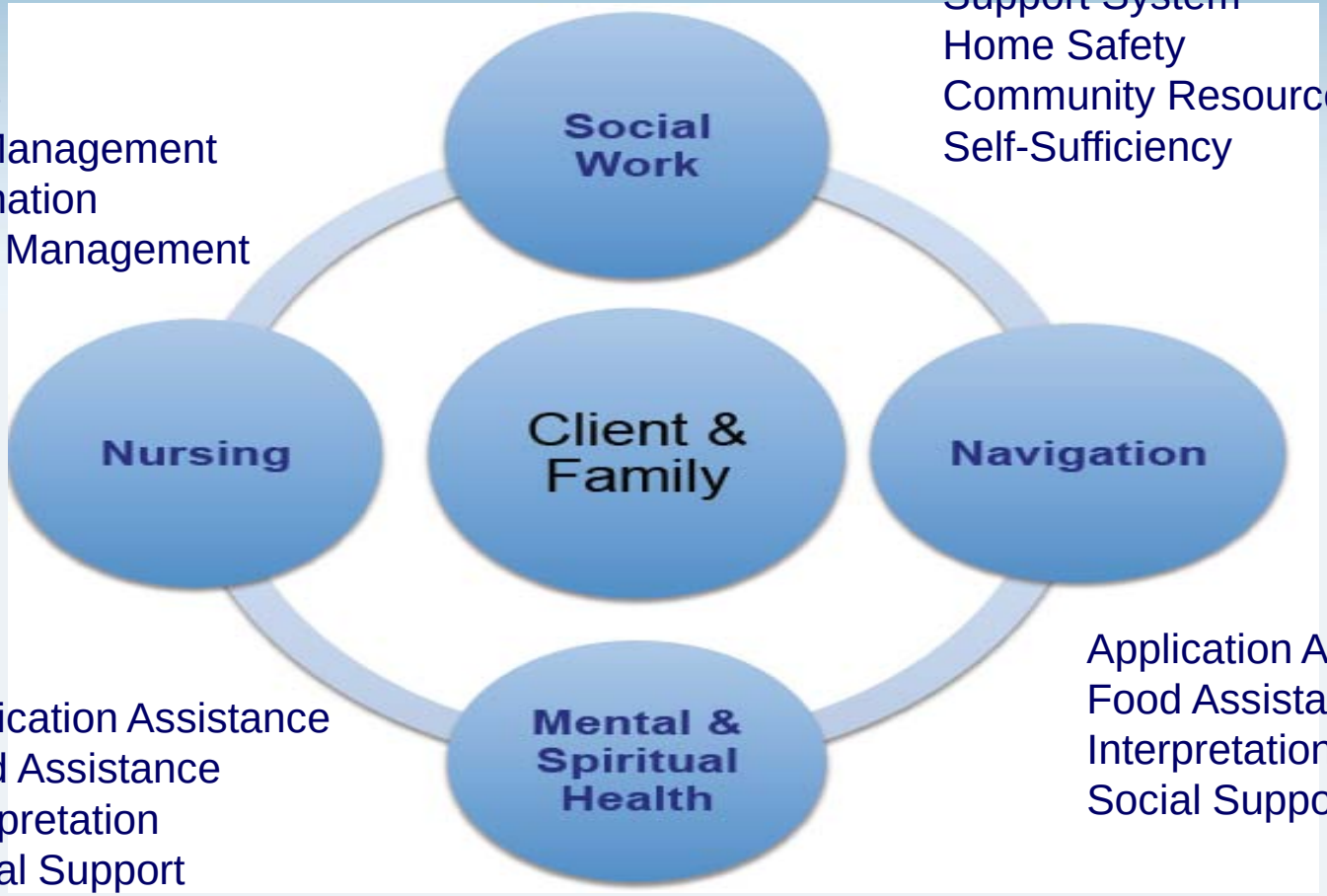
CARE Network Proven Successes

- 72% decrease in emergency department visits
- 32% decrease in hospitalizations
- 8.3% 30-day (all causes) readmission rate
- National Recognition:
  - American Hospital Association (AHA) Nova Award, 2012
  - Robert Wood Johnson, 2013
  - Foster McGaw, 2014
  - Premier Cares, 2014

Interdisciplinary Support Model

Basic Needs
Access to Benefits
Support System
Home Safety
Community Resources
Self-Sufficiency

PCP Linkage
Medication Management
Care Coordination
Disease Self Management



Application Assistance
Food Assistance
Interpretation
Social Support

Application Assistance
Food Assistance
Interpretation
Social Support

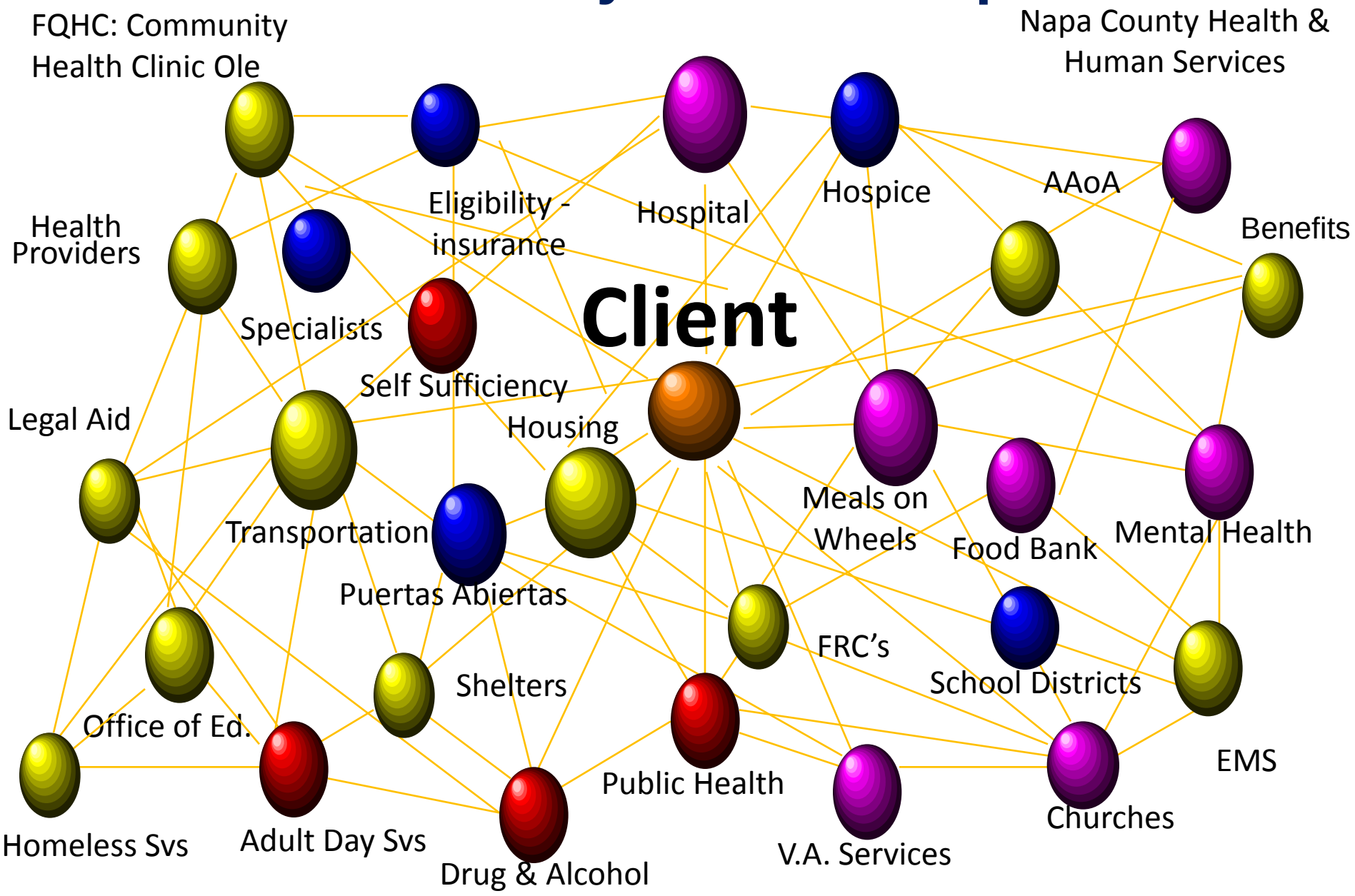
Evidence Based Models of Care

- Case Management
- Chronic Illness
- Interdisciplinary Teams
- Care Transitions

"Since no single model of care coordination is likely to meet all the needs of the heterogeneous population of older adults in the United States, experts agree that a variety of models must be employed."

Institute of Medicine." (2008) *Retooling for an Aging America: Building the Health Care Workforce.* Washington, DC: The National Academies Press.

Community Relationships

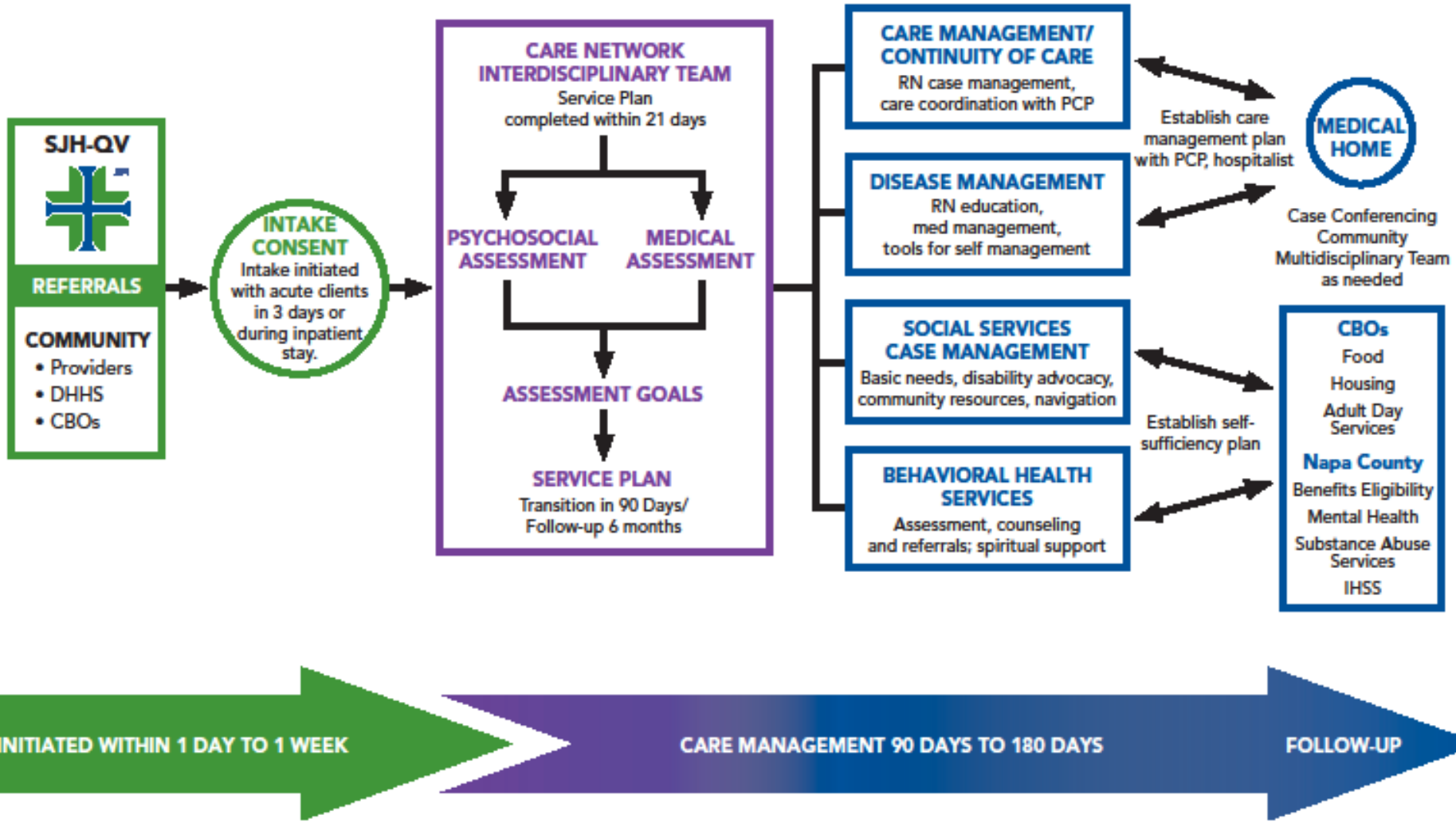


Case Management Process

St. Joseph Health
Queen of the Valley

CARE Network Program Workflow

Target Population: Low income adults and older adults receiving or recently discharged from inpatient care who have complex and/or chronic medical conditions as well as difficult socio-economic needs or patients with uncontrolled chronic conditions referred from primary care or community providers.



ST. JOSEPH HEALTH – QUEEN OF THE VALLEY
CARE NETWORK ACUITY GUIDE

Acuity Indicator	Acuity Level 4 1---60 days	Acuity Level 3 61---90 days	Acuity Level 2 91---180 days	Acuity Level 1 As Needed
Health Status	**High Risk** for ED use Hospitalization Medically Frail	**Stabilization & Education** Medication management Medical home Medical resources	**Increasing Independence** Discharge Planning or Referral to Other Supports or programs	**Limited Services Need** or Independent Access to Services
Self Sufficiency Quality Of Life	**Critical complex** physical, psychosocial and economic needs identified **Emergency needs** addressed	**Addressing needs**: medical, benefits, safety net, behavioral health resources acquisition underway or finalized	Highest level of **self sufficiency** reached 6 months follow---up; benefits enrollment completed; basic needs stabilized	**Remains open** to allow access to other services or benefits or due to social isolation
Intensity Of Services	**3---1 X/Week** Intensive RN & MSW services Home visiting Telephonic support Resource navigation	**4---2 X/Month** Discharge Planning Care Aide support high Home visiting Telephonic support Resource navigation	**1 X/Month** Discharge Care Aide follow up Telephonic support	**Quarterly Contacts** Telephonic support
Service Plan Review	**Review every 60 days** Case conference weekly	**Review every 60 days** Case conference 2 x/month	**Review every 60 days** Case conference as needed	**Review every 90 days**

Outcomes

Improving Health & Quality of Life

EVALUATION METRICS			
GOAL	**METRICS**	**TOOLS**	**FY 13**
Improve Health Outcomes	Percent of enrolled clients with an acuity level reduction at 6 months.	Acuity Scale	54%
	Percent change in client's self-report of disease self-management; disease knowledge	Patient Satisfaction Survey	84%
	Percent clients with improvement on the SF12 quality of life measure	SF-12	78%
	Percent of clients with improved score on PHQ9 & GAF referred for brief behavioral health interventions at 90 days or discharge	PHQ9 GAF	95%
	Percent eligible clients successfully enrolled in insurance and disability benefit programs as appropriate	Benefits Tracking	72%
Reduce Costs of Care	Percent decrease in ED visits post enrollment when compared to 1 year prior	Medi-Tech	72%
	Percent decrease in hospitalizations post enrollment when compared to 1 year prior	Medi-tech	62%
	ROI: Cost savings calculated	ROI formula	Lewin Group Evaluation 74% decrease in cost PMPM

Local Connections CMSP Cost Saving 74% Reduction in Costs PMPM

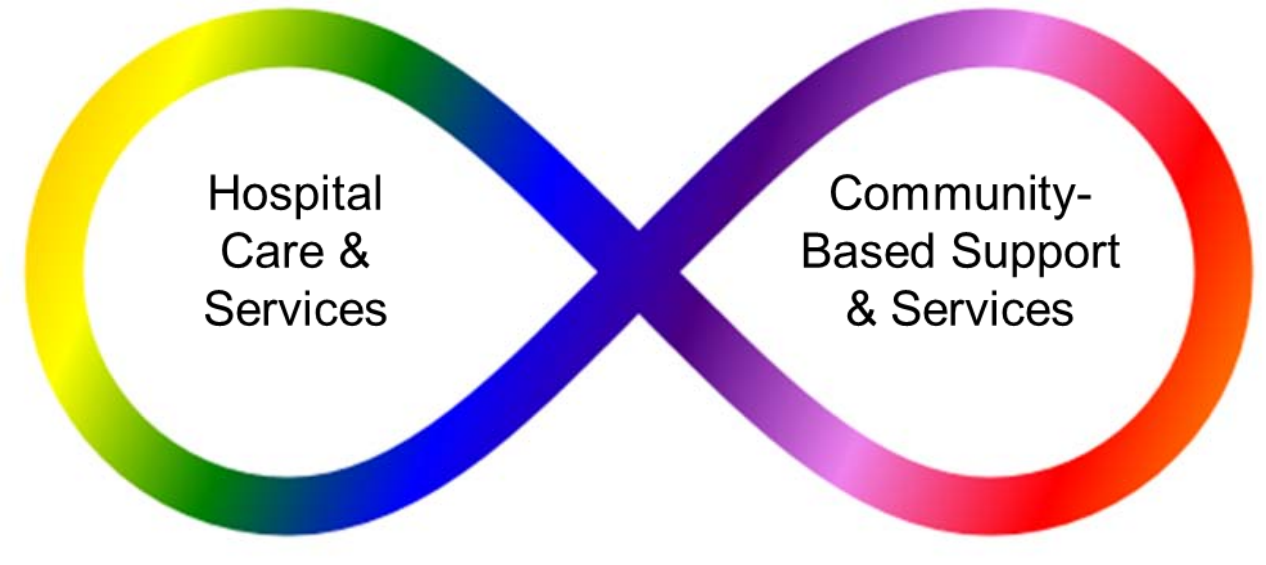
Exhibit 5. LHC Program Participants' PMPM Before, During, and After Participation

	PMPM Before		PMPM During		PMPM After	
	Mean	N	Mean	N	Mean	N
Round 1 Grantees						
Humboldt	$3,679.24	121	$2,358.79	117	$1,724.54	104
Marin	$565.87	407	$799.26	416	$510.26	356
Napa	$5,178.02	166	$2,576.89	153	$1,333.12	121
Round 2 Grantees						
Butte	$1,942.48	99	$2,304.57	91	$1,369.47	88
El Dorado	$2,748.39	75	$2,157.64	54	$2,495.21	55
Mendocino	$989.19	81	$776.05	72	$302.90	66
Sonoma	$3,783.10	134	$3,118.80	126	$1,323.79	111
Sutter	$3,585.47	87	$2,199.32	81	$1,409.80	51
Overall Average	**$2,450.08**	**1,170**	**$1,480.75**	**1,110**	**$1,086.58**	**952**

Lewin Group, Inc. CMSP's Local Health Connections Pilot Project: Findings and Lessons Learned, August 2013

Systems Change

Coordination – Communication – Shared Accountability



Program Expansion

- Transitional Care
  - Sonoma State University
- PHC IOPCM
- PHC Care Transitions

Summary

Systems Strategies for Hospital & Community-Based Care

- Work with unit-based hospital teams on integration
- Understand challenges for clients
- Meet the client where they are at
- Develop inter-agency relationships, protocols and agreements
- Conduct agency to agency cross training
- Create a sense of shared accountability across the continuum

Questions?

Dana Codron
Executive Director
Community Outreach
(707) 251-2013
Dana.Codron@stjoe.org

St. Joseph Health
Queen of the Valley

www.thequeen.org

9.

COMPREHENSIVE PHARMACY SERVICES AGREEMENT

To: SVHCD Board
DATE: August 6, 2015
RE: Proposal to Amend Comprehensive Pharmacy Services (CPS) Agreement

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BACKGROUND

In February 2011, Sonoma Valley Hospital (SVH) entered into a five year Agreement with Comprehensive Pharmacy Services (CPS) to manage its pharmacy. The current Agreement provides no certainty on the total costs. The basic provisions of the current Agreement are:

- SVH pays $115,200 annually for oversight
- SVH pays salary and benefits totaling $234,500 for the Pharmacy Director employed by CPS
- SVH pays for and maintains the pharmacy inventory
- On an adjusted patient day formula, SVH and CPS share drug cost savings which at a 50-50 split the Hospital paid an addition $160,000. Some specific drugs are excluded.
- The annual drug spend approximates $1.6 million

BUDGET GOAL

As part of Hospital budget discussions, management set a goal to save $100,000 and opened discussions with CPS. CPS was inclined to keep the current arrangement for the balance of the contract. CPS was advised that the current arrangement was not satisfactory and the contract as it stands may not be renewed once it expires in 2016. CPS proposed a "Capitated Plan" saving SVH about $90,000 per year.

CPS PROPOSAL

- The current Agreement term will be amended to add five more years beginning July 1, 2015 (four years if you consider that the current Agreement expires in 2016).
- SVH will have an option to terminate agreement with no penalty at end of three years
- CPS will receive a capitated payment of $48.33 per adjusted patient day
- CPS will take the risk of any increased cost of drugs and will be responsible for managing and paying invoices. SVH will no longer be obligated to pay for drugs.
- Certain low volume and very expensive drugs will be excluded from the capitation
- SVH will continue to own the current inventory

PROJECTED SAVINGS

	FY 16	FY 17	FY 18	FY 19	FY 20
Current Projected Spend	$1.550k	$1,650k	$1,700k	$1,780k	$1,850k
Proposed Projected Spend	$1,460k	$1,560k	$1,610k	$1,680	$1,750k
Yearly Savings	$ 90k	$ 90k	$ 90k	$ 100k	$ 100k

RECOMMENDATION

Management's recommendation is to accept the CPS proposal.

AMENDMENT #2 TO PHARMACY SERVICE AGREEMENT

This amendment, entered this 1st day of July 2015, is entered into by and between Sonoma Valley Hospital (hereinafter "HOSPITAL"), and Comprehensive Pharmacy Services, Inc. (hereinafter "CPS"), supplements and amends the Pharmacy Service Agreement (the "Agreement") previously entered into between the parties on January 24, 2011 and Amendment #1 to Agreement previously entered into between the parties on February 11, 2011 The changes within this Amendment are effective as of July 1, 2015.

WHEREAS, the parties have previously entered into the Agreement; and

WHEREAS, the parties now desire to amend the terms of the Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which is herein acknowledged, the parties do hereby agree as follows:

1. Paragraph 3.1 is deleted with paragraphs 2.15 and 2.16 added to the Agreement:

2.15 As an agent of the HOSPITAL and utilizing the HOSPITAL's registrations and permits, CPS shall order and maintain an inventory of drugs on behalf of the HOSPITAL, appropriate for the proper operation of the Pharmacy. In doing so, CPS shall comply with all applicable California and Federal laws and regulations which are in effect as of the date of Agreement or which or which become effective during the term hereof. CPS shall order the above referenced inventory of Drugs using HOSPITAL contracts, where appropriate. HOSPITAL will retain ownership of the initial inventory of drugs in the Pharmacy. Upon CPS's commencement of operations, the parties will have, at shared expense by HOSPITAL and CPS, an independent inventory service take an inventory of the merchandise ("the Opening Inventory") and prepare an inventory report as of the date of the Opening Inventory. The value of the Inventory shall be determined based upon the HOSPITAL's GPO contract pricing in effect on the Effective Date of the Agreement. In addition, the parties agree that an inventory of the merchandise shall be taken semi-annually, thereafter, and upon the termination or expiration date of this Agreement (Closing Inventory). The inventory service shall determine the value of the inventory utilizing the contract pricing which will be used to purchase medications throughout the term of this Agreement. The cost of these inventories shall be shared by HOSPITAL and CPS. HOSPITAL shall be responsible for payment for all pharmaceuticals purchased and received prior to the Effective Date. Upon termination of this Agreement, the parties shall reconcile the Closing Inventory of the non-exclusion drugs as set forth in Section 6.3 herein. HOSPITAL recognizes that CPS will use the inventory in the operation of the pharmacy and the value and character of the inventory may change during the normal activity of the Pharmacy through sales and additional purchases made by CPS on behalf of HOSPITAL. The parties agree that an inventory of the pharmaceuticals shall be taken by an independent inventory service semi-annually (to occur on or about June 30th and December 31st of each year).

2.16 CPS shall be entitled to retain any rebates or other discounts related to non-excluded pharmaceuticals purchased on behalf of the HOSPITAL. HOSPITAL shall be entitled to retain any rebates received for Exclusion pharmaceuticals. Respective

to cooperative rebate/incentive programs, should changes and/or enhancements to such programs alter the economic basis of this Agreement, then both parties shall renegotiate in good faith to maintain an economic equivalent. In the event there are significant changes, reductions or increases initiated by HOSPITAL in pharmaceutical contract pricing through HOSPITAL's current GPO, Premier, or distributor, etc. in which CPS has no involvement, responsibility, etc., then both parties agree to renegotiate in good faith to maintain an economic equivalent. Rebate checks from pharmaceutical suppliers payable to HOSPITAL for purchases paid for by CPS during the term of this Agreement, shall be signed over to CPS as soon as received.

2. Paragraph 4.1 of the Agreement is deleted.

3. Paragraphs 4.3, 4.4, 4.5, 4.7 of the Agreement are amended with the following language substituted in its place:

4.3 As compensation for the services provided by CPS as outlined under section 2 of the Agreement and for pharmaceuticals furnished to inpatients, emergency room patients or for outpatients, HOSPITAL shall pay to CPS a monthly fee equal to **$48.33** (the "Capitated Fee") per adjusted patient day ("APD"). Adjusted patient days is determined by taking the total pharmacy revenue divided by the inpatient pharmacy revenue, then multiplying the quotient by the actual inpatient days for each month. Patient days will exclude Newborns.

$$APD = \frac{\text{Total Pharmacy Revenue}}{\text{Inpatient Pharmacy Revenue}} \times \text{Patient Days}$$

4.4 The Capitated Fee will automatically be increased or decreased annually beginning July 2016 by the percentage change in the Medical Care Index of Hospitals and Related Services of the Consumer Price index over the change in the base index for the preceding year. Changes will be effective starting July 2016 and first of each July thereafter using the May indexes. The May 2015 index for purposes of this contract will be considered the base index.

4.5 In the event additional responsibilities are added or services required are expanded or increased that alters the economic basis of this Agreement, then both parties shall renegotiate in good faith to maintain an economic equivalent. New programs, expanded hours or services added after the commencement of this Agreement and/or significant changes to HOSPITAL's length of stay or Case Mix Index will result in changes to the Agreement commencing upon mutual written agreement of the parties.

4.7 CPS will exclude from the Capitated Fee drugs and or drug classes listed on Attachment A (the "Exclusion Drugs"). In addition, Pharmacy Revenue associated with Exclusion Drugs will be removed from revenues prior to calculating Adjusted Patient Days reference in Section 4.3. The cost of Exclusion Drugs will be passed through to HOSPITAL at CPS's actual acquisition cost (invoice cost).

4. Paragraph 5.1 is amended with the following language substituted in its place:

5.1 This Agreement shall become effective July 1, 2015 (the "Effective Date") and shall continue through June 30, 2020 (the "Renewal Term"). At least 120 days prior to the end of the Renewal Term, should either HOSPITAL or CPS desire to

renegotiate the Agreement, such party shall notify in writing the other thereof. If not terminated as provided herein, the Agreement shall automatically be extended year to year thereafter.

5. Paragraph 6.3 is amended with the following language substituted in its place:

Effect of Termination: Upon expiration or sooner termination per of this Agreement, HOSPITAL and CPS shall immediately make an estimated final accounting, and make final payment of estimated amounts due to CPS or HOSPITAL on the 5th (fifth) business day of the last month of service. In the event termination is as a result of breach hereof by HOSPITAL or CPS, payment shall be made by cashiers or certified check. Any adjustments to the estimated final accounting shall be made and paid within thirty (30) days of the termination date. Both parties agree that each shall utilize their best efforts, in conjunction with the other party, to result in a smooth transition of services, should this Agreement terminate for reason herein or expire.

In addition to the payments above, at the shared expense, the parties shall have an independent inventory service take an inventory of the pharmaceuticals (the Closing Inventory) and prepare an inventory report of the Net Cost of the Closing Inventory. The Closing Inventory shall exclude in-transit drugs. The value of the inventory shall be determined based upon the HOSPITAL's GPO contract pricing in effect on the date the physical inventory is performed. Within ten (10) days after receipt of such report, the parties shall settle the balance due for inventory as follows: If the Closing non-exclusion drug inventory is greater than the Opening non-exclusion drug Inventory as set forth in Section 2.15, then HOSPITAL shall pay to CPS the difference. If the Closing non-exclusion drug inventory is less than the Opening non-exclusion drug Inventory, then CPS shall pay to HOSPITAL the difference.

6. Attachment A is amended with the following additional exclusion drugs:
   Monoclonal Antibody: Remicaid
   Antibiotic: Daptomycin

7. Attachment D is added to the Agreement.

8. All other provisions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have affixed their signature below.

COMPREHENSIVE PHARMACY SERVICES, INC.

By:_____ Date:_____
Don, Nickleson, Chief Executive Officer

SONOMA VALLEY HOSPITAL

By:_____ Date:_____
Kelly Mather, Chief Executive Officer

Attachment D

10.

FINANCIAL STATEMENTS
JUNE 2015

SONOMA VALLEY HOSPITAL
SONOMA VALLEY HEALTH CARE DISTRICT
Healing Here at Home

To: **SVH Finance Committee**
From: **Ken Jensen, CFO**
Date: **July 28, 2015**
Subject: **Financial Report for the Month Ending June 30, 2015**

CURRENT MONTH

The month of June's gross patient revenue was favorable to budget by $2,059,141, this was primarily due to ER gross revenue being over budget by $1,362,342. As with previous months, there were significant variances in the payer mix compared with budgeted expectations. Medi-Cal was 19.7% (regular and managed care) of gross revenue vs. a budgeted 11.0%. Commercial insurance, which now includes the lower paying Covered California patients, was 20.1% vs. the 24.8% budgeted. The contractual amount was offset by the LIHP – CMSP payment of $623,866, the matching fee is expensed on Line 32 of the Income Statement in the amount of $93k. This resulted with net hospital revenue over budget by $528,628. The actual Net Hospital Revenue would have been unfavorable to budget by ($95,238) without the LIHP - CMSP revenue.

Expenses were over budget by ($666,098). The significant variances were salaries & wages due to a higher case mix ($146,621), employee benefits costs for unemployment insurance and pension benefits ($99,250), professional fees due to a true-up of the hospitalist guaranteed income ($184,079), purchased services mostly due to IT costs ($125,208) and depreciation expense ($34,224). The variance in matching fees ($93,579) is due to a payment to CMSP for the LIHP program.

After accounting for all income and expenses, but not including Restricted Contributions and GO bond activity, the net loss for June was ($448,664) vs. a budgeted net loss of ($100,622). The loss was offset by a year-end true-up to the GO Bond income in the amount of $549,550. The total net income for June after all activity was $139,208 vs. a budgeted net loss of ($4,393).

FISCAL YEAR END

The Fiscal Year ended with a net income of $684,551 vs. a budgeted net of $1,309,054 after accounting for all activity. However, EBIDA ended up at $1,971,952, or 3.8% vs. the prior year at $857,024, or 1.7%. Accounts Payable at year end was $3,085,034 vs. $5,893,464 at the end of last year. Cash at June 30, 2015 was $2,435,080 vs. $1,626,337 at June 30, 2014. Although budgeted targets were not met, the overall financial position of the hospital improved.

Below is a summary of significant variances for the month of June:

GROSS REVENUE was favorable to budget	$ 2,059,141
Inpatient revenue was unfavorable to budget by ($122,231) and SNF was unfavorable by ($79,649). Outpatient revenue was favorable to budget by $893,354 and ER revenue was above	

budget by $1,362,342. In addition to volume, the ER has experienced a shift to higher levels of care that has contributed to the increased revenues. Home Health was over budget with a variance of $5,325.

Deductions from revenue are unfavorable to budget due to increased gross revenue and significant changes in payer mix this month compared to budget. Overall, Medi-Cal was 19.7% of gross revenue vs. a budget of 11.0% and Commercial insurances accounted for 20.1% of gross revenue vs. a budget of 24.8%. The deductions from revenue were offset by the LIHP - CMSP revenue of $623,866. The actual deductions before the LIHP - CMSP payment were $15,494,848 or unfavorable to budget by ($2,085,159).	$ (1,461,293)	
Risk Contract Revenue was under budget due to a decrease in Napa State patients in June.	$ (69,220)	
Other Revenue was under budget due to the true-up of the E.H.R. Revenue received in January and the write-off of the accrued Medi-Cal E.H.R. revenue of $80,000 that we are not expecting to receive.	$ (139,080)	
Total Operating Revenue Variance		$ 389,548
Total Staffing costs were over budget Productive FTE's were 273 vs. a budget of 261. Total FTE's were under budget by 13.0. Due to increased volume and a higher case mix, the following departments were over budget; Labor and Delivery with 24 births ($44,932), SNF ($21,581), Surgery ($11,552), and Lab ($11,918). Physical Therapy was over in agency fees by ($15,422). The average hourly rate was over budget by ($1.16)	$ (146,621)	
Employee benefits were over budget due to PTO use over budgeted expectations ($25,427), a required increase in the accrual of the State Unemployment insurance reserve of ($25,000), and employee pension and health insurance costs ($23,237).	$ (99,250)	
Professional fees were over budget due to a true-up of hospitalists guaranteed income from FY 2013 and FY 2014 per contract.	$ (184,079)	
Purchased services are over budget primarily due to IT ($103,328), which includes the cost of terminating a software maintenance agreement with McKesson ($62,225).	$ (125,208)	
Depreciation costs were over budget due to the purchase of two ultrasound machines and the finalization	$ (34,224)	

of CIP accounts.

Matching fees were over budget due to the payment to CMSP for the LIHP - CMSP program	$ (93,579)	
All Other Operating Expenses were under budget	$ 16,863	
Total Expense Variance		$ (666,098)
Total Operating Margin Variance		$ (276,550)
Non-Operating Income was unfavorable to budget due to the year-end true up of Parcel Tax revenue.	$ (71,492)	
Capital Campaign and Restricted Contributions was unfavorable to budget	$ (80,233)	
Net Variance		$ (428,275)

The net loss was ($442,647) vs. a budgeted net loss of ($14,372). After accounting for GO bond activity (which interest cost were better than budget by $22,326) and the year-end true-up of reserves held for GO Bond payments per BNY Bank statement received in the amount of $549,550, the aggregated net income was $139,208 vs. a budgeted net loss of ($4,393).

Patient Volumes – June

	ACTUAL	BUDGET	VARIANCE	PRIOR YEAR
Acute Discharges	97	92	-5	91
Newborn Discharges	24	9	15	11
Acute Patient Days	357	344	13	362
SNF Patient Days	669	532	137	613
Home Care Visits	1,014	1,033	-19	992
OP Gross Revenue	$12,065	$9,804	$2,261	$10,111
Surgical Cases	122	121	1	121

Overall Payer Mix – June

	ACTUAL	BUDGET	VARIANCE	YTD ACTUAL	YTD BUDGET	VARIANCE
Medicare	46.9%	50.1%	-3.2%	47.2%	50.2%	-3.0%
Medi-Cal	19.7%	11.0%	8.7%	18.8%	11.3%	7.5%
Self Pay	1.2%	3.6%	-2.4%	1.5%	3.4%	-1.9%
Commercial	20.1%	24.8%	-4.7%	20.6%	24.6%	-4.0%
Managed MC	6.6%	4.4%	2.2%	5.8%	4.4%	1.4%
Workers Comp	2.6%	3.2%	-0.6%	3.2%	3.2%	0.0%
Capitated	2.9%	2.9%	0.0%	2.9%	2.9%	0.0%
Total	100.0%	100.0%		100.0%	100.0%	

Cash Activity for June:

For the month of June the cash collection goal was $3,666,931 and the Hospital collected $3,337,600, or under the goal by ($329,331). The year-end cash goal was $41,948,101 and the Hospital has collected $42,019,180, or over the goal by $71,079. The cash collection goal is based upon net hospital revenue from 90 days ago. Days of cash on hand are 16 days at June 30, 2015. Accounts Receivable increased from May, from 43.1 days to 46.7 days in June. Accounts Payable is up by $466,746 from May. Accounts Payable days are at 40.1. Total Accounts Payable at the beginning of the fiscal year was $5,893,464 and at the end of fiscal year June 30, 2015 Accounts Payable is $3,085,034, a decrease of $2,808,430.

Year End June 30, 2015:

The Hospital's fiscal year-end June 30, 2015 EBIDA is 3.8%. At fiscal year June 30, 2015 the gross patient revenue is over budget by $6,440,251 with the ER gross revenue over budget by $10,621,633. The fiscal year-end June 30, 2015 revenue deductions were unfavorable to budget by ($5,249,088) which includes $2,358,879 in prior year adjustments (IGT, RAC settlement, and CMSP), without the prior year adjustments the variance would be ($7,607,967). This is primarily due to significant variances in the payer mix vs. budgeted expectations. Medi-Cal was 18.8% (regular and managed care) of gross revenue vs. a budgeted 11.3%. Commercial insurance, which now includes the lower paying Covered California patients, was 20.6% vs. the 24.6% budgeted. At fiscal year end June 30, 2015 expenses are over budget by ($2,554,505). This amount includes $120,000 of prior year expenses, the IGT and CMSP program fees of $916,592, guaranteed income from previous years for our hospitalists group of $278,158 and $1,239,755 in operating expenses. Significant variances included in the $1,239,755 are attributable to inaccurate forecasting in anesthesia, Prima, utilities, hospitalists, lab, IT services and increased volume.

Sonoma Valley Hospital
Sonoma Valley Health Care District
June 30, 2015 Financial Report

Finance Committee
July 28, 2015

SONOMA VALLEY HOSPITAL
SONOMA VALLEY HEALTH CARE DISTRICT
Healing Here at Home

Patient Volumes
Month of June 30, 2015

	Actual	Budget	Variance	Prior Year
Acute Discharges	97	92	5	91
Newborn Discharges	24	9	15	11
Acute Patient Days	357	344	13	362
SNF Patient Days	669	532	137	613
Home Care Visits	1,014	1,033	-19	992
OP Gross Revenue	12,065	9,804	2,261	10,111

Summary Statement of Revenues and Expenses Month of June 30, 2015

	Actual	Budget	Variance	Percentage	Prior Year
1Total Operating Revenue	$ 4,499,482	$ 4,109,934	$ 389,548	9%	$ 4,619,195
2Total Operating Expenses	$ 5,103,424	$ 4,437,326	$ (666,098)	-15%	$ 4,903,272
3Operating Margin	$ (603,942)	$ (327,392)	$ (276,550)	-84%	$ (284,077)
4NonOperating Rev/Exp	$ 155,278	$ 226,770	$ (71,492)	-32%	$ 309,310
5Net Income before Rest.Cont. & GO Bond	$ (448,664)	$ (100,622)	$ (348,042)	346%	$ 25,233
6Restricted Contribution	$ 6,017	$ 86,250	$ (80,233)	-93%	$ -
7Net Income with Restricted Contributions	$ (442,647)	$ (14,372)	$ (428,275)	2980%	$ 25,233
8Total GO Bond Rev/Exp	$ 581,855	$ 9,979	$ 571,876	5731%	$ 61,012
9Net Income with GO Bond	$ 139,208	$ (4,393)	$ 143,601	-3269%	$ 86,245
10EBIDA before Restricted Contributions	$ (95,407)	$ 257,240	$ (352,647)		$ 790,109
11EBIDA before Restricted Cont. %	-2%	6%	-8%		17%

Summary Statement of Revenues and Expenses Year to Date June 30, 2015 (12 months)

	Actual	Budget	Variance	Percentage	Prior Year
1Total Operating Revenue	$ 51,559,510	$ 51,292,472	$ 267,038	1%	$ 50,842,342
2Total Operating Expenses	$ 56,413,920	$ 53,859,415	$ (2,554,505)	-5%	$ 54,922,343
3Operating Margin	$ (4,854,410)	$ (2,566,943)	$ (2,287,467)	-89%	$ (4,080,001)
4NonOperating Rev/Exp	$ 2,807,427	$ 2,721,196	$ 86,231	3%	$ 2,256,497
Net Income before Rest.Cont. & 5GO Bond	$ (2,046,983)	$ 154,253	$ (2,201,236)	-1427%	$ (1,823,503)
6Restricted Contribution	$ 1,151,829	$ 1,035,000	$ 116,829	11%	$ 3,757,073
Net Income with Restricted 7Contributions	$ (895,154)	$ 1,189,253	$ (2,084,407)	-175%	$ 1,933,570
8Total GO Bond Rev/Exp	$ 1,579,704	$ 119,801	$ 1,459,903	1219%	$ 1,046,709
9Net Income with GO Bond	$ 684,551	$ 1,309,054	$ (624,503)	-48%	$ 2,980,279
EBIDA before Restricted 10Contributions	$ 1,971,952	$ 4,448,762	$ (2,476,810)		$ 857,024
11EBIDA before Restricted Cont. %	$ 51,559,510	$ 51,292,472	$ 267,038	1%	$ 50,842,342

Sonoma Valley Health Care District
Balance Sheet
As of June 30, 2015

		Current Month	Prior Month	Prior Year
	Assets			
	Current Assets:			
1	Cash	$ 2,435,080	$ 2,530,812	$ 1,626,337
2	Trustee Funds	3,021,372	1,825,643	1,637,914
3	Net Patient Receivables	7,304,545	6,541,310	7,998,223
4	Allow Uncollect Accts	(535,554)	(744,236)	(965,414)
5	Net A/R	6,768,991	5,797,074	7,032,809
6	Other Accts/Notes Rec	2,124,304	3,155,208	7,427,688
7	3rd Party Receivables, Net	586,871	645,037	1,672,553
8	Due Frm Restrict Funds	-	-	-
9	Inventory	835,426	762,638	760,222
10	Prepaid Expenses	670,890	733,051	816,422
11	Total Current Assets	$ 16,442,934	$ 15,449,463	$ 20,973,945
12	Board Designated Assets	$ -	$ -	$ -
13	Property,Plant & Equip, Net	54,905,310	55,089,671	24,548,373
14	Hospital Renewal Program	-	-	31,801,877
15	Unexpended Hospital Renewal Funds	-	-	4,024,455
16	Investments	-	-	-
17	Specific Funds	239,529	240,092	(2,789,506)
18	Other Assets	143,321	143,321	200,063
19	Total Assets	$ 71,731,094	$ 70,922,547	$ 78,759,207
	Liabilities & Fund Balances			
	Current Liabilities:			
20	Accounts Payable	$ 3,085,034	$ 2,618,288	$ 5,893,464
21	Accrued Compensation	3,885,265	3,713,733	3,547,764
22	Interest Payable	589,645	471,716	520,286
23	Accrued Expenses	1,132,829	1,269,616	1,543,039
24	Advances From 3rd Parties	1,702,194	816,536	317,105
25	Deferred Tax Revenue	-	743,018	5,849,985
26	Current Maturities-LTD	1,496,385	1,550,434	1,510,435
27	Line of Credit - Union Bank	5,923,734	5,923,734	4,973,734
28	Other Liabilities	522,905	460,523	201,448
29	Total Current Liabilities	$ 18,337,991	$ 17,567,598	$ 24,357,261
30	Long Term Debt, net current portion	$ 39,087,923	$ 39,188,977	$ 40,783,715
31	Fund Balances:			
32	Unrestricted	$ 12,254,805	$ 12,121,614	$ 12,442,444
33	Restricted	2,050,375	2,044,358	1,175,787
34	Total Fund Balances	$ 14,305,180	$ 14,165,972	$ 13,618,231
35	Total Liabilities & Fund Balances	$ 71,731,094	$ 70,922,547	$ 78,759,207

Sonoma Valley Health Care District
Statement of Revenue and Expenses
Comparative Results
For the Period Ended June 2015

		Month				Year-To- Date				YTD
		This Year		Variance		This Year		Variance		
		Actual	Budget	$	%	Actual	Budget	$	%	Prior Year
	Volume Information									
1	Acute Discharges	97	92	5	5%	1,214	1,233	(19)	-2%	1,168
2	SNF Days	669	532	137	26%	7,350	7,339	11	0%	7,564
3	Home Care Visits	1,014	1,033	(19)	-2%	13,447	12,499	948	8%	11,399
4	Gross O/P Revenue (000's)	12,065	9,804	2,261	23%	$ 133,767	$ 119,394	14,373	12%	$ 115,392
	Financial Results									
	Gross Patient Revenue									
5	Inpatient	$ 4,943,668	$ 5,065,899	(122,231)	-2%	$ 63,018,325	$ 65,806,308	(2,787,983)	-4%	$ 59,360,911
6	Outpatient	7,170,455	6,277,101	893,354	14%	80,162,097	76,741,811	3,420,286	4%	74,405,807
7	Emergency	4,572,561	3,210,219	1,362,342	42%	49,445,264	38,823,631	10,621,633	27%	37,497,696
8	SNF	2,207,112	2,286,761	(79,649)	-3%	24,585,733	29,730,876	(5,145,143)	-17%	28,164,374
9	Home Care	322,056	316,731	5,325	2%	4,160,036	3,828,579	331,457	9%	3,488,560
10	Total Gross Patient Revenue	$ 19,215,852	$ 17,156,711	2,059,141	12%	$ 221,371,456	$ 214,931,205	6,440,251	3%	$ 202,917,347
	Deductions from Revenue									
11	Contractual Discounts	$ (15,337,848)	$ (13,226,093)	(2,111,755)	-16%	$ (174,116,445)	$ (165,693,578)	(8,422,867)	-5%	$ (157,223,736)
12	Bad Debt	(60,000)	(159,650)	99,650	62%	(1,175,000)	(2,000,000)	825,000	41%	(1,458,255)
13	Charity Care Provision	(97,000)	(23,946)	(73,054)	*	(310,100)	(300,000)	(10,100)	-3%	(269,250)
14	Prior Period Adjustments	623,866	-	623,866	0%	2,358,879	-	2,358,879	0%	2,107,929
15	Total Deductions from Revenue	$ (14,870,982)	$ (13,409,689)	(1,461,293)	11%	$ (173,242,666)	$ (167,993,578)	(5,249,088)	3%	$ (156,843,312)
16	Net Patient Service Revenue	$ 4,344,870	$ 3,747,022	597,848	16%	$ 48,128,790	$ 46,937,627	1,191,163	3%	$ 46,074,035
17	Risk contract revenue	$ 219,041	$ 288,261	(69,220)	-24%	$ 2,991,896	$ 3,459,033	(467,137)	-14%	$ 3,398,449
18	Net Hospital Revenue	$ 4,563,911	$ 4,035,283	528,628	13%	$ 51,120,686	$ 50,396,660	724,026	1%	$ 49,472,484
19	Other Op Rev & Electronic Health Records	$ (64,429)	$ 74,651	(139,080)	186%	$ 438,824	$ 895,812	(456,988)	-51%	$ 1,369,859
20	Total Operating Revenue	$ 4,499,482	$ 4,109,934	389,548	9%	$ 51,559,510	$ 51,292,472	267,038	1%	$ 50,842,342
	Operating Expenses									
21	Salary and Wages and Agency Fees	$ 2,090,616	$ 1,943,995	(146,621)	-8%	$ 24,596,986	$ 24,038,412	(558,574)	-2%	$ 24,236,612
22	Employee Benefits	851,926	$ 752,676	(99,250)	-13%	9,472,238	9,102,798	(369,440)	-4%	8,931,585
23	Total People Cost	$ 2,942,542	$ 2,696,671	(245,871)	-9%	$ 34,069,224	$ 33,141,210	(928,014)	-3%	$ 33,168,197
24	Med and Prof Fees (excld Agency)	$ 516,516	$ 332,437	(184,079)	-55%	$ 4,386,266	$ 3,864,194	(522,072)	-14%	$ 4,994,119
25	Supplies	458,137	452,579	(5,558)	-1%	5,708,494	5,710,441	1,947	0%	5,891,744
26	Purchased Services	459,661	334,453	(125,208)	-37%	4,232,618	3,771,137	(461,481)	-12%	4,838,144
27	Depreciation	306,411	272,187	(34,224)	-13%	3,508,397	3,266,365	(242,032)	-7%	2,339,876
28	Utilities	87,861	80,568	(7,293)	-9%	1,077,820	966,805	(111,015)	-11%	961,882
29	Insurance	19,255	20,000	745	4%	231,060	240,000	8,940	4%	226,650
30	Interest	46,846	85,675	38,829	45%	510,538	1,028,144	517,606	50%	340,651
31	Other	172,616	162,756	(9,860)	-6%	1,772,911	1,871,119	98,208	5%	1,515,140
32	Matching Fees	93,579	-	(93,579)	*	916,592	-	(916,592)	*	645,940
33	Operating expenses	$ 5,103,424	$ 4,437,326	(666,098)	-15%	$ 56,413,920	$ 53,859,415	(2,554,505)	-5%	$ 54,922,343
34	Operating Margin	$ (603,942)	$ (327,392)	(276,550)	-84%	$ (4,854,410)	$ (2,566,943)	(2,287,467)	-89%	$ (4,080,001)
	Non Operating Rev and Expense									
35	Miscellaneous Revenue	$ 14,515	$ 937	13,578	1449%	$ 280,577	$ 11,200	269,377	*	$ (105,817)
36	Donations	-	10,000	(10,000)	-100%	48,587	120,000	(71,413)	60%	3,374
37	Physician Practice Support-Prima	(37,500)	(34,167)	(3,333)	10%	(450,000)	(410,004)	(39,996)	10%	(604,413)
38	Parcel Tax Assessment Rev	178,263	250,000	(71,737)	-29%	2,928,263	3,000,000	(71,737)	-2%	2,963,353
39	Total Non-Operating Rev/Exp	$ 155,278	$ 226,770	(71,492)	-32%	$ 2,807,427	$ 2,721,196	86,231	3%	$ 2,256,497
40	Net Income / (Loss) prior to Restricted Contributions	$ (448,664)	$ (100,622)	(348,042)	346%	$ (2,046,983)	$ 154,253	(2,201,236)	-1427%	$ (1,823,503)
41	Capital Campaign Contribution	$ 6,017	$ 86,250	(80,233)	-93%	$ 756,340	$ 1,035,000	(278,660)	-27%	$ 3,757,073
42	Restricted Foundation Contributions	$ -	$ -	-	0%	$ 395,489	$ -	395,489	100%	$ -
43	Net Income / (Loss) w/ Restricted Contributions	$ (442,647)	$ (14,372)	(428,275)	2980%	$ (895,154)	$ 1,189,253	(2,084,407)	-175%	$ 1,933,570
44	GO Bond Tax Assessment Rev	699,785	150,235	549,550	366%	3,058,443	1,802,886	1,255,557	70%	1,975,604
45	GO Bond Interest	(117,930)	(140,256)	22,326	-16%	(1,478,739)	(1,683,085)	204,346	-12%	(928,895)
46	Net Income/(Loss) w GO Bond Activity	$ 139,208	$ (4,393)	143,601	-3269%	$ 684,551	$ 1,309,054	(624,503)	-48%	$ 2,980,279
	EBIDA	$ (95,407)	$ 257,240			$ 1,971,952	$ 4,448,762			$ 857,024
		-2.1%	6.3%			3.8%	8.7%			1.7%

11.

MGH AFFILIATION AGREEMENT

Meeting Date: August 6, 2015

Prepared by: Kelly Mather

Agenda Item Title: MGH-SVH Affiliation Agreement

Background: In 2011, Sonoma Valley Hospital entered into an agreement with Marin General Hospital for "management and affiliation" services. In 2014, we changed this agreement to just an affiliation agreement for $5000 per month. The intent of the "affiliation" agreement is to work together on a physician strategy, regional strategic planning, and payer relations. Marin General Hospital has now agreed to do the affiliation at no cost to Sonoma Valley Hospital starting in January, 2016.

Recommendation: After four years of working together, it is clear that the affiliation portion of the agreement has been successful. I recommend this affiliation agreement be renewed with the minor wording changes. The priority projects outlined in Exhibit A will continue to include payer contracting, physician strategy, clinical integration through a shared risk pool, and regional planning.

Consequences of Negative Action/Alternative Actions:

Marin General Hospital agrees that the affiliation agreement is the best solution for our two hospitals to continue to gain benefits from our arrangement. If we do not affiliate with Marin General Hospital, we could lose our connection with Prima Medical Foundation and the shared risk pool with Western Health Advantage. In addition, Marin General Hospital and other larger hospitals are working together on several strategies to continue to be viable in the Bay Area, and SVH may be left out of that network without Marin General Hospital.

Financial Impact:

The previous cost to SVH for the management and affiliation agreement was $5,000 per month plus the costs for any shared staff. The new cost for this affiliation agreement is $30,000 for July – December, 2015. The affiliation will be at no cost effective January 1, 2016.

Attachment: Affiliation Agreement

AFFILIATION AGREEMENT

Marin General Hospital Corporation and Sonoma Valley Health Care District

This Affiliation Agreement **("Agreement")** is entered into on July 1, 2015 (the **"Effective Date"),** by and between the Marin General Hospital Corporation , a California nonprofit corporation **("MGH"),** and Sonoma Valley Health Care District, dba Sonoma Valley Hospital **("SVH"),** a political subdivision of the State of California.

Recitals

A. SVH is a long established provider of acute care hospital and related community health care services. SVH has experienced competitive challenges common to freestanding community-based health care providers, especially public agency providers. SVH seeks the benefits of providing health services within a larger system or network while preserving local autonomy and authority over its facilities and services. SVH believes that regional affiliations with other local health care agencies and their related nonprofit entities will ultimately benefit residents of its District by enhancing the quality and cost effectiveness of services available to them.

B. MGH is an affiliate of the Marin Healthcare District, a political subdivision of the State of California. MGH provides long established provider of acute care hospital services at Marin General Hospital ("MGH") and related community health care services. MGH retains a team of senior management personnel (the **"MGH Executive Management Team")** and consultants (the **"MGH Consultants")** that are experienced in health facility operations and that have become familiar with regional health care needs and markets, including the need for coordination in physician recruitment and in medical group and physician specialty development. MGH believes that regional affiliations with other local health care agencies and their related nonprofit entities ultimately will benefit residents of the entities involved by enhancing the quality and cost effectiveness of services available to the residents whom they serve. To this end, MGH is prepared to assist SVH in pursuing regional strategies to support the growth of both organizations.

C. SVH and MGH have determined that this Agreement (i) will provide SVH with the benefit of MGH's administrative and managerial expertise and (ii) will further joint regional planning for the benefit of each District.

D. Accordingly, the parties now hereby agree as follows:

Agreements

1. Management and Administrative Services.

a. SVH CEO. The SVH CEO shall be responsible for the daily on-site management and operational affairs of SVH, as directed by the SVH Board, in accordance with SVH's bylaws as existing or amended and in compliance with all applicable laws, regulations, and permits. During the term of this Agreement, the SVH CEO shall report to the SVH Board. The SVH CEO also shall be a member of the Joint Executive Management Team.

b. Other members of the Joint Executive Management Team shall be available to SVH as needed and at the discretion of the MGH CEO.

c. MGH and SVH shall work together to develop proposed work plans and costs so as to address the projects and topics as outlined in Exhibit A, together with such other projects and topics as the SVH Board may agree upon. It is understood that in order to form and implement such work plans, MGH may be required to engage the services of consultants in such areas as strategic and operational planning, facilities planning, financial services, legal services, and managed care contracting. Notwithstanding the foregoing, nothing in this Agreement shall require MGH to obtain any specific consulting services on behalf of SVH, and SVH throughout the term of this Agreement and in its sole discretion may elect to engage consultants directly.

2. Strategic Planning and Implementation.

a. MGH shall work with SVH to identify specific initiatives to enhance regional service delivery at SVH and to SVH's market and will work with SVH to complete appropriate financial analyses and financing alternatives.

b. MGH and SVH shall work together, where appropriate and possible, to develop and coordinate system-wide services and programs that benefit the MGH and SVH communities.

c. MGH shall work with SVH to identify and evaluate opportunities for collaboration between SVH and MGH in areas where MGH can provide services to meet SVH's needs.

d. During the term of this Agreement, SVH will engage in strategic planning on an exclusive basis with MGH.

3. Executive Relationships.

a. The MGH CEO shall assume the leadership role in formulating and implementing the Alignment Goals. The SVH CEO shall cooperate fully with such efforts as part of the Joint Executive Management Team, providing full feedback and support, in order to allow MGH and SVH to achieve the Alignment Goals.

b. Consistent with Section 4.a, the MGH CEO shall set regular meetings of the Joint Executive Management Team, that the SVH CEO shall attend in order to consider the formulation and implementation of the Alignment Goals. The MGH CEO shall be responsible for the agenda for such meetings and may assign the SVH CEO such tasks with regard to the Alignment Goals as the MGH CEO shall deem appropriate. The SVH CEO shall complete such tasks and report on them to the MGH CEO, both in the context of such meetings and outside of them, in accordance with such protocols as the MGH CEO and the SVH CEO shall establish.

c. The MGH CEO, the MGH Joint Executive Management Team members, and the MGH Consultants shall dedicate such time and attention as is consistent with the intent of this Agreement. The SVH CEO will be full time and on site at SVH.

d. During the Term of this Agreement, the MGH CEO shall have sole discretion to retain, terminate, or reassign any MGH Joint Executive Management Team member or MGH Consultant who is involved on the provision of services to SVH.

4. Term and Termination.

a. The initial term of this Agreement (the **"Initial Term"**) shall commence on the Effective Date and continue for a period of one (1) year, expiring on June 30, 2016. Subsequently, this Agreement shall automatically extend for successive one (1) year terms (the "Term Extensions"), subject to termination at any time in accordance with Section 5.b below, The Initial Term and any Term Extensions together are referred to herein as the **"Term".**

b. Either party may terminate this Agreement during the Term, without cause or liability, by giving the other party at least ninety (90) days' prior written notice.

5. Fees.

a. SVH will pay MGH five thousand dollars per month by the tenth working day of each month for the fair value of services that are delivered and received under this Agreement. As of January 1, 2016, and thereafter, no further payments will be due from SVH to MHG under this Agreement for such services.

b. MGH may invoice SVH for the amounts due under Section 6.a above for any calendar month (including for any calendar month after expiration of the Term or termination of this Agreement) at any time after the end of such calendar month. SVH shall pay MGH all invoiced amounts by no later than thirty (30) days after receipt of the invoice. Any undisputed invoiced amount not paid within such thirty (30) day period shall bear interest from the due date until paid at the rate of one and one-half percent (1.5%) per month, or at the highest rate allowed by law, whichever is less (the **"Default Rate").** SVH may, in good faith, dispute any amount invoiced by giving MGH written notice of objection within the thirty (30) day period set forth above. SVH's dispute of any invoiced amount shall not relieve SVH of the obligation to pay on a timely basis any undisputed amount invoiced. The parties shall meet and confer in good faith to attempt to resolve any dispute over any invoiced amount and shall submit any dispute that they are unable to resolve to the dispute resolution process set forth in Section 14 of this Agreement. If SVH disputes any invoiced amount and it is thereafter determined that SVH must pay such disputed amount, or any portion thereof, the amount payable to MGH shall bear interest from the original due date thereof through date of payment at the Default Rate.

c. To the extent applicable, the parties each agree to comply with the requirement of Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations pursuant thereto, governing the maintenance of documentation and records to verify the cost of services rendered hereunder as follows. Until the expiration of four (4) years after the last furnishing of services hereunder, each party shall make available upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General of the U.S., or any of their duly authorized representatives, this Agreement, general business terms relating to this Agreement, and any books, documents and records that are necessary to verify the nature and extent of the costs of services rendered hereunder. If either party is requested to disclose any books, documents or records relevant to this Agreement or the services provided hereunder for the purposes of an audit or investigation, the party impacted shall immediately notify the other

party of the nature and scope of such request and shall make available to the other party, upon the other party's written request, all such books, documents or records.

6. Independent Contractors.

SVH and MGH are independent contractors with respect to one another under this Agreement and nothing herein shall cause the parties, or the parties' officers and employees providing services hereunder, to be employees, officers, officials, agents, joint venturers, or partners of one another. Subject to MGH's right to reimbursement and except as otherwise set forth in this Agreement, MGH assumes full and sole responsibility for the payment of all compensation, benefits, and expenses of all MGH Joint Executive Management Team members and for all of their state and federal income tax, unemployment insurance, Social Security, and other applicable employee withholdings and for all of the fees, charges, and expenses of MGH Consultants.

7. SVH's Obligations.

SVH shall provide the following to relevant MGH Joint Executive Management Team members and MGH Consultants, as is necessary and appropriate to allow them to perform their duties:

a. Appropriate office space, furniture, equipment, computer systems/ hardware/software, and support staff and complete access to all of SVH's facilities, offices, and locations.

b. Accurate and complete documentation, reports, data, and other information.

c. Full and complete cooperation of all SVH employees, agents, consultants, counsel, and contractors.

8. MGH Warranties.

MGH warrants and represents that it shall instruct and cause the MGH Joint Executive Management Team members and the MGH Consultants to provide their services as required hereunder, as required in each MGH Joint Executive Management Team member's employment contract with MGH, and in each MGH Consultant's consulting agreement with MGH, and in any event with reasonable care and in a diligent and competent manner. In the event SVH becomes dissatisfied with the performance of this Agreement by MGH, SVH agrees that its remedy is to terminate this Agreement pursuant to Section 4b. above, or SVH must give MGH written notice of any alleged default or violation of the warranty, or lack of performance under this Agreement, or other claims against MHG, which notice will specify in sufficient detail the alleged default or violation, and MGH shall have a reasonable amount of time, based on the nature and complexity of the alleged default or violation, to correct or remedy same. Each party shall be responsible for the acts or omissions of its own employees and agents performing services under this Agreement.

9. No Solicitation of Management.

a. During the Term of this Agreement, SVH shall not solicit, employ, or otherwise engage any employee of MGH. Except as set forth in the foregoing sentence, nothing in this Agreement shall prohibit SVH from preparing to directly engage, hire, and/or employ a management team and consultants, in anticipation of expiration or termination of this Agreement.

b. During the Term of this Agreement, MGH shall not solicit, employ, or otherwise engage any employee of SVH. Except as set forth in the foregoing sentence, nothing in this Agreement shall prohibit MGH from preparing to directly engage, hire, and/or employ a management team and consultants, in anticipation of expiration or termination of this Agreement.

10. Indemnification.

Each party ("Indemnitor") hereby agrees to indemnify, defend, and hold harmless the other party and its officers, directors, employees, attorneys, agents, invitees, contractors, and subcontractors (for purposes of this Section 11, collectively "Indemnitee") in connection with the defense, prosecution, satisfaction, settlement, or compromise, including the reasonable cost and expense of litigation (including reasonable attorneys' fees and accountants' fees, travel expense, judgments, court costs, and related litigation expenses and such other actual and reasonable costs in connection with the defense, prosecution, satisfaction, settlement or compromise) of any claims, demands, controversies, actions, causes of action, obligations, expenses, fees, charges, damages, fines, and liabilities of any nature whatsoever, whether at law or in equity (collectively, "Claims"), brought by any officer, director, employee, attorney, agent, invitee, contractor, or subcontractor of Indemnitor arising out of, based upon, and/or related to, any breach by Indemnitor of any of its agreements with any such officer, director, employee, attorney, agent, invitee, contractor, or subcontractor. The terms of this Section 11 and the parties' rights and obligations hereunder, shall survive the termination of this Agreement.

11. Confidentiality of Information.

a. **"Confidential Information"** means (a) any information disclosed by either party to the other party or the other party's employees (including, without limitation, information SVH discloses to the MGH Joint Executive Management Team and/or the MGH Consultants), either directly or indirectly, in writing, orally or by inspection, of tangible objects, including, without limitation, algorithms, business plans, customer data, customer lists, customer names, designs, documents, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, know-how, ideas, inventions, market information, marketing plans, protected health information as defined by HIPAA (as defined below), pricing policies, processes, products, product plans, research, specifications, software, source code, trade secrets, and organizational, technical and financial information, or any other information arising out of, or related or connected to, the business, operations or governance of either party, or this Agreement, and (b) any information otherwise obtained, directly or indirectly, by a receiving party through inspection, review or analysis of such materials. All information disclosed to the MGH Joint Executive Management Team and/or the MGH

Consultants shall be considered Confidential Information unless the SVH confirms in writing that such information is not Confidential Information. Confidential Information may also include information of a third party that is in the possession of one of the parties and is disclosed to the other party under this Agreement.

b. Without the clear and express prior written consent of the party disclosing the Confidential Information (the **"Disclosing Party"),** the party receiving the disclosed information (the **"Disclosee"**) agrees to hold in confidence and not to disclose or reveal Confidential Information received hereunder to any person, entity or third party except for those of Disclosee's officers, employees, directors, agents, consultants, counsel and advisors that need to know or have access to such Confidential Information in order for such party to satisfy its obligations under this Agreement (collectively, the **"Permitted Representatives").** Each Permitted Representative to whom Confidential Information is disclosed shall adhere to all aspects of this Section 12. Disclosee further agrees not to use any of the Confidential Information received hereunder except for the purpose of performing its obligations under this Agreement. At a minimum, Disclosee shall use the same diligent care to prevent disclosure of received Confidential Information to any third party as the Disclosee employs with similar confidential information of its own, and in no event, less than ordinary reasonable care. If Disclosee or a Permitted Representative receives a request under a subpoena or order issued by, or in conjunction with a litigation pending with, a court of competent jurisdiction or a governmental body to disclose all or any part of the Confidential Information, Disclosee agrees, to the extent lawful, to (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such a request, (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request, (iii) if disclosure of such Confidential Information is required, furnish only that portion of the Confidential Information which, in the opinion of Disclosee's counsel, Disclosee is required to disclose, and (iv) permit the Disclosing Party at the Disclosing Party's expense to obtain an order or other reliable assurance that confidential treatment will be accorded to such disclosed Confidential Information.

c. The above obligations of secrecy and nondisclosure shall not apply to: (a) information which, at the time of disclosure or discovery, is in the public domain or subject to the California Public Records Act; (b) information, which, after disclosure, becomes part of the public domain by publication or otherwise except by breach of this Agreement; (c) information which reasonable proof can establish was in the Disclosee's possession prior to the time of disclosure by the Disclosing Party and was not acquired, directly or indirectly, from the other Party; (d) information which the Disclosee receives from a third party on a nonconfidential basis, provided, however, that to the knowledge of such party receiving such information, the source of such information is not bound by a confidentiality agreement or other contractual or legal obligation of confidentiality with respect to such information; and (e) developments by the Disclosee subsequent to and independent of the receipt of information from the Disclosing Party.

d. Notwithstanding any of the foregoing provisions of this Section 12, the following provisions shall apply to each MGH Joint Executive Management Team Member's, Legal Counsel's, and each MGH Consultant's access to, and custody and use of, any data, documents, reports, or any other information with respect to SVH or its business, operations and governance, whether or not Confidential Information (collectively, "SVH's Business Records").

Each MGH Joint Executive Management Team Member, Legal Counsel, and each MGH Consultant shall only access, use or possess SVH's Business Records at the offices and on the business premises of SVH or such other sites or locations other than MGH's offices as are reasonably required for the MGH Joint Executive Management Team Member, Legal Counsel, and the MGH Consultants to perform his/her/their services as required under this Agreement. Under no circumstances shall any MGH Joint Executive Management Team Member, Legal Counsel, or MGH Consultant transmit any of SVH's Business Records to MGH or any employee, director, officer, representative, agent, consultant, or contractor, without such transmission taking place as necessary to the performance of services provided under this Agreement.

12. Dispute Resolution.

a. If a dispute arises out of or relates to this Agreement or breach or interpretation thereof, the parties shall promptly schedule a meeting at which they shall diligently endeavor to settle the dispute first through direct discussions. Each party shall participate in good faith, through a representative who shall have full authority to resolve the dispute. If the dispute is not resolved through such direct discussions, the parties shall endeavor to settle the dispute by mediation under the mediation rules of the Judicial Arbitration and Mediation Services ("JAMS") as a condition precedent to recourse to arbitration or litigation. Once one party files a request for mediation with the other party, the parties agree to conclude such mediation as soon as practicable after such request, but in no event later than fifteen (15) days after the request, during which time all applicable statutes of limitations shall be tolled. Each party shall pay its own costs and attorneys' fees with respect to any mediation proceeding.

b. Any controversy or dispute between the parties to this Agreement involving the construction, interpretation, application or breach of any term of this Agreement, which cannot be resolved by the parties through mediation, shall be submitted to and decided by arbitration pursuant to this Section 12(b). Subject to the terms and conditions hereof, and except as modified herein, any arbitration pursuant to this Agreement shall be governed by the then current provisions of the California Arbitration Act, *California Code of Civil Procedure §§,* 1280 —1294.2. Within ten (10) days after written demand by any party, the parties shall meet and confer and select one (1) independent arbitrator to resolve their dispute. If within said ten (10) days the parties are unable to agree upon one (1) independent arbitrator, an arbitrator shall be appointed by petition to the Sonoma County Superior Court, in which case either party may be the petitioner. Any arbitrator appointed by the Court shall be from the list of arbitrators available through JAMS. The arbitrator shall hear and decide the parties' dispute within thirty (30) days following his or her appointment, and the parties shall cooperate with the arbitrator to meet such deadline. Except as limited by this Agreement, the arbitrator shall have full authority to issue any award that a court of competent jurisdiction would have. The decision of the arbitrator shall be a final and binding decision on the parties and may be entered as a judgment in Sonoma Superior Court. The arbitrator shall have the authority to award attorneys' fees and costs to the prevailing party. The foregoing agreement to arbitrate shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN

SECTION 12 DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN SECTION 14. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN SECTION 13 TO NEUTRAL ARBITRATION.

SVH's Initials _____ MGH's Initials _____

13. Miscellaneous.

a. Neither party may assign this Agreement, unless such party first obtains the written consent of the other party, which consent such other party shall not unreasonably withhold, condition, or delay.

b. All notices or other communication provided for under this Agreement shall be in writing, shall be effective upon receipt or refusal to accept delivery, and shall be (i) delivered personally, (ii) sent by registered or certified mail, return receipt requested, postage prepaid, or by private overnight courier service, addressed to the person to receive such notice or communication at the following address, or (iii) sent by facsimile transmission to the phone number listed below with a copy of such notice concurrently sent by the method set forth in the preceding clause (ii). The address of any party for purposes of notices shall be the address set forth below; provided that any party may change its address by giving notice to the other parties hereto in accordance herewith.

Notice to SVH must be addressed as follows:

Sonoma Valley Health Care District
Attn.: Chief Executive Officer
347 Andrieux Street
Sonoma, CA 95476
Facsimile: (707) 935-5433

Notice to MGH must be addressed as follows:

Marin General Hospital Corporation
Attn.: Chief Executive Officer
100B Drakes Landing Road, Suite 250
Greenbrae, CA 94904
Facsimile: (415) 461-0308

c. This instrument and the attached Exhibits constitute the entire agreement between the parties relating to the Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement will be of no force and effect unless it is in writing and signed by all parties. This Agreement shall bind and inure to the benefit of the parties to this Agreement and their employees, agents, representatives, successors, and assigns, except as otherwise provided in this Agreement. No term or obligation of this Agreement shall be deemed waived, and no breach hereof shall be waived or excused, unless the waiver or consent is in writing and signed by the party granting such waiver or consent and under no circumstances shall any such consent or waiver be deemed to be a consent or waiver of subsequent performance of the same obligation, or of a breach or subsequent breach of any other term or obligation hereof.

d. Any litigation arising under this Agreement will be prosecuted in the Superior Court of California, County of Sonoma. The laws of the State of California govern all matters arising out of this Agreement. All of the parties to this Agreement have participated fully in negotiating and drafting this Agreement, so if any ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement. In construing this Agreement, the singular forms of nouns and pronouns include the plural, and vice versa and the use of any gender shall include every other gender and all captions and Section headings are to be discarded.

e. In the event any interpretation of a provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision will be given its nearest legal meaning or reconstrued as deleted as such authority determines and the remainder of this Agreement will continue in full force and effect.

f. The Exhibits to this Agreement are incorporated in and made a part of this Agreement.

g. The parties hereby agree that time is of the essence with respect to performance of each of the parties' obligations under this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday or state or national holiday, then the time for such performance will be extended until the next business day thereafter occurring.

h. This Agreement may be executed in any number of counterparts, each of which, when executed, will be deemed to be an original, and all of which will be deemed to be one and

the same instrument. Facsimile transmission signatures will be deemed original signatures if followed by hard copy delivery.

i. If any party to this Agreement commences litigation, arbitration, or other proceeding arising out of or related to this Agreement, or the interpretation, enforcement, termination, cancellation or rescission hereof, or for damages for the breach hereof, the prevailing party in such action, arbitration or proceeding shall be entitled to its reasonable attorneys' fees and court costs and other expenses incurred, to be paid by the losing party as fixed by the court or arbitrator or in a separate action or arbitration brought for that purpose.

j. By this Agreement, MGH and SVH do not delegate or grant any authority or powers of the Districts as public agencies or otherwise to the other to exercise any of their rights or authority, and they each retain all those powers and authorities granted to them by the State by reason of their status as political subdivisions of the State of California.

k. Nothing in this Agreement shall permit the transfer of SVH assets or funds to MGH, including monies received as a result of the SVH parcel tax or general obligation bonds, except to the extent that SVH is providing compensation to MGH for MGH's services under this Agreement pursuant to Section 6 above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

SONOMA VALLEY HEALTH CARE DISTRICT,
dba SONOMA VALLEY HOSPITAL, a political
subdivision of the State of California

By: _____

Its: _____

MARIN GENERAL HOSPITAL CORPORATION
A California non profit corporation

By: _____

Its: _____

EXHIBIT A

PROJECTS

The purpose of this Agreement is to provide a structure for the exploration, development, and implementation of joint projects and programs deemed mutually beneficial to MGH and SVH, as exemplified by the following:

Priority Projects

- Payer Contracting – MGH will evaluate potential organizational structures that may provide for legally/regulatory permitted arrangements that would facilitate managed care financial processes, including analysis and contract negotiations, on a combined basis.

- Physician Strategy – MGH through the Prima Medical Foundation, will support the development of physician practice infrastructure to maintain a viable base of physicians for Sonoma Valley Hospital as funded by Sonoma Valley Hospital.

- Clinical Integration – MGH and SVH will work cooperatively to build a risk pool sharing network of providers, consistent with the identified need for a post ACA regional clinically integrated network.

- Regional Planning – MGH and SVH will jointly develop a North Bay Regional Strategy to support the growth of both institutions.

12.

ADMINISTRATIVE REPORT JULY 2015

SONOMA VALLEY HOSPITAL
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To: **SVHCD Board of Directors**
From: **Kelly Mather**
Date: **8/6/15**
Subject: **Administrative Report**

Summary

Fiscal Year 2015 was much more positive than the prior year. Moving the financial services back to Sonoma Valley Hospital and having a dedicated CFO was a key to the improvement. Leadership did an excellent job controlling expenses throughout the year however, expenses were much higher than budgeted. Surgery is an example of a department that made significant operational and financial changes that helped the bottom line. EBIDA is 3.8% or $1,971,952 which is good for small hospitals. The payer mix change with the affordable care act was the biggest hurdle to overcome. Medi-Cal is now at over 20% and our commercial payer mix has dropped from 24% to 20%.

Emergency experienced a 20% increase over the prior year with the effects of the new building for the entire year. Here is a three year trend on average monthly volumes by major service:

Monthly Average	Emergency	Inpatient	Home Care	SNF	OB	Surgery
FY 2015	861	101	1130	607	13.5	160
FY 2014	773	97	952	630	12	166
FY 2013	789	115.5	1008	653.5	13	156

Paying down accounts payable was a major goal for the year and we are pleased to say it is now at $3 million verses almost $6 million at the beginning of the fiscal year. The cost accounting system under the leadership of our Chief Revenue Officer has helped our efficiency and experience targeted revenue growth. Cash on hand continues above 15 days for the year. In conclusion, SVH is in a much better financial position than it has been in years. We have achieved this position all the while attending to years of deferred maintenance, adding a costly but necessary Electronic Health Record and managing through the costs of major construction.

Dashboard Results

The patient satisfaction was excellent in May. Many of the domain scores were above the 90th percentile. According to our quality vendor, we are at the 80th percentile for the VBP score. With the criteria changes made in January, all hospital scores have decreased significantly. As we have already discussed, staff satisfaction is excellent. I will attend all of the department meetings again in the next few months and we will have staff forums in November. Growth was strong in Home Care, pain management, wound care, occupational health, emergency, rehabilitation and MRI. Opthalmology, General and Urology surgery volumes decreased significantly from the prior year. OB had its highest volume in years in June with 24 births. We exceeded our community service hour goal and Celia Kruse de la Rosa deserves a HUGE thank you for her excellent work in outreach. And, the Sonoma Valley Hospital Foundation completed their re-start under the direction of Marcia Levy and Dave Pier we raised over $900,000 in the fiscal year in addition to collecting the capital campaign pledges. Fiscal Year 2015 was very challenging and there is reason to celebrate.

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JUNE DASHBOARD

PILLAR	PERFORMANCE GOAL	METRIC	ACTUAL RESULT	GOAL LEVEL
Service Excellence	Highly satisfied Inpatients	Maintain at least 5 out of 8 HCAHPS domain results above the 50th percentile	7 out of 8 in May	>7 = 5 (stretch) 6 = 4 5 = 3 (Goal) 4 = 2 <4=1
Service Excellence	Highly satisfied Emergency Patients	Maintain at least 5 out of 7 ERCAPS domain results above the 50th percentile	7 out of 7 in May	7 = 5 (stretch) 6 = 4 5 = 3 (Goal) 4 = 2 3 = 1
Quality	Excellent Clinical Outcomes	Value Based Purchasing Clinical Score at 50 or higher	48	>60 = 5 (stretch) >55 =4 >50 =3 (Goal) >45=2 <40 =1
People	Highly Engaged and Satisfied Staff	Press Ganey percentile ranking of 75th percentile or higher	79.6% mean score at 91st percentile	>80th = 5 (stretch) >77th=4 >75th=3 (Goal) >72nd=2 <70th =1
Finance	Financial Viability	YTD EBIDA	3.8%	>5% (stretch) >4.5%=4 >4.0% (Goal) >3/5%=2 <3.5%=1
	Efficiency and Financial Management	Meet FY 2015 Budgeted Expenses	$56,413,920 (actual) $53,859,415 (budget)	<2% =5 (stretch) <1% = 4 <Budget=3 (Goal) >1% =2 >2% = 1
Growth	Surgical Cases	Increase surgeries by 2% over prior year	1565 YTD FY2015 1593 YTD FY2014	>3% = 5 >2% = 4 >1% = 3 (Goal)
	Outpatient & Emergency Volumes	2% increase (gross outpatient revenue over prior year)	$129.6 mm YTD $111.8 mm prior year	>5% = 5 (stretch) >3% = 4 >2% = 3 (Goal) <2% = 2
Community	Community Benefit Hours	Hours of time spent on community benefit activities per year	1733.5 hours for 12 months	>1500 = 5 >1200 = 4 >1000 = 3 >750 = 2 >500 = 1

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FY 2015 TRENDED RESULTS

MEASUREMENT	Goal FY 2015	Jul 2014	Aug 2014	Sep 2014	Oct 2014	Nov 2014	Dec 2014	Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	Jun 2015
Inpatient Satisfaction	5/8	5	6	5	6	4	5	3	6	7	4	7	
Emergency Satisfaction	>75th	79	79	80	76	78	81	82	81	84	83	86	
Value Based Purchasing Clinical Score	>68	68	71	70	70.88	69	68	78	78	52	47	48	
Staff Satisfaction	>75th	76	76	76	76	76	76	76	91	91	91	91	91
FY YTD Turnover	<10%	1.6	1.9	2.6	3.6	4.6	4.9	5.5	6.5	7.4	7.6	8	8.3
YTD EBIDA	>8%	7	7	4.9	7.3	6.5	6.7	6.9	6.2	5.4	4.7	4.2	3.8
Net Operating Revenue	>4.1m	4.26	4.6	3.8	4.7	4.0	4.1	4.4	4.6	4.1	4.1	4.1	4.5
Expense Management	<4.5m	4.6	4.7	4.4	4.6	4.4	4.3	4.6	5.0	4.7	4.8	4.6	5.1
Net Income	>75	-8	35	-381	304	67	-1	29	-211	-382	-278	74	139
Days Cash on Hand	>15	14	12	14	11	10	13	17	12	**15**	**20**	**17**	16
A/R Days	<50	47	45	48	51	51	49	53	48	47	47	43	47
Total FTE's	<301	309	305	303	304	303	300	299	303	310	304	307	309
FTEs/AOB	<4.0	3.92	3.77	3.49	4.01	4.1	4.12	4.12	3.46	3.79	4.05	3.91	3.36
Inpatient Discharges	>100	105	104	87	107	96	111	104	98	113	95	97	97
Outpatient Revenue	>$10m	10.8	10.4	11.1	11.7	10.9	10.1	11.8	10.5	11.8	11.2	10.7	12.0
Surgeries	>130	135	133	122	155	118	117	129	136	137	144	118	122
Home Health	>1000	1146	1109	1111	1319	**1090**	1103	1097	1109	1232	1154	963	1014
Births	>15	16	9	21	13	16	18	11	11	16	7	11	24
SNF days	>660	651	687	597	527	580	596	654	607	669	487	626	669
MRI	>120	132	139	143	221	116	100	108	116	157	138	125	144
Cardiology (Echos)	>70	49	53	62	67	66	67	62	56	67	61	63	66
Laboratory	>12.5	12.6	12.8	13.0	13.0	11.5	11.4	12.5	11.5	12.1	12.3	11.9	12.3
Radiology	>850	968	988	900	1047	856	890	1111	1053	1156	1030	1014	965
Rehab	>2587	3030	2859	2468	3028	2634	3010	2478	2751	3113	3063	3008	2873
CT	>300	376	345	323	368	295	316	392	309	347	302	357	335
ER	>800	889	868	851	863	761	824	988	845	769	876	943	846
Mammography	>475	414	417	433	605	462	339	487	444	466	497	476	453
Ultrasound	>325	348	361	367	372	238	299	309	317	357	391	354	345
Occupational Health	>575	656	678	758	739	602	648	653	588	679	687	573	660

13.

OFFICER AND COMMITTEE REPORTS

Meeting Date: August 6, 2015

Prepared by: Peter Hohorst

Agenda Item Title: Proposed Orientation and Resource Manual

Recommendations:
That the Board approve the attached concept for the Orientation and Resource manual for use with new Board members and new committee members. The concept utilizes links to the SVH web site in lieu of hard copies of the information. Conceptually, the manual would be distributed as a word document in addition to a hard copy. The hard copy would have a maximum of five (5) pages.

Background:
All new Board members are given an Orientation Manual when they join the Board. However the Orientation and Resource manual that was given to Joshua Rymer when he joined the Board last December was over 3 inches thick and was very intimidating. The orientation information that is given to new Board members is never updated after it is given to the Board member and therefore cannot be used as a reference manual on an ongoing basis.
No orientation information is given on a regular basis to new members of the Board Committees.
It is proposed that the concept for the Orientation Manual be changed to make maximum use or information on the web site as an effective means of providing access to the information and an efficient means of keeping the information updated.
It is also proposed to add the following information to the web site to make it more readily available:

- Approved Board Policies (list attached)
- Board Committee Charters
- Overview of District affiliations
- Medical Executive Committee function and officers
- Overview of Prima Medical Foundation
- Hospital Organization Chart

Consequences of Negative Action/Alternative Actions:
It would be back to the drawing board to develop a different alternative to the present Orientation Manual which is unusable.

Financial Impact:

No significant financial impact

Attachment:
Draft of proposed Orientation Manual
List of approved Board policies

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New Board Member Orientation Documents

Orientation Manual

- District Mission, Vision and Values Statements

  The Mission of the Sonoma Valley Health Care District is to maintain, improve and restore the health of everyone in our community.

  OUR VISION: SVH will be a nationally recognized, compassionate place of healing known for excellence in clinical quality. We serve as the guide and indispensable link in our community members' health care journey

  OUR VALUES: C.R.E.A.T.I.N.G Compassion: We show consideration of the feelings of others at all times. Respect: We honor and acknowledge the value of the people, places and resources in providing care. Excellence: We strive to exceed the expectations of the people we serve. Accountability: We are reliable, self-responsible owners of the outcomes of our organization. Teamwork: We are productive and participative staff members who energize others. Innovation: We seek new and creative solutions to deliver quality healthcare. Nurturing: We cultivate, develop and educate those with whom we work to achieve their highest potential. Guidance: We direct and lead our community members through their healthcare journey and in health improvement.

  http://www.svh.com/strategic-planning/ (2015 Strategic Plan)

- District History (attach a one page summary)
- Conflict of Interest Policy (add policy to web site and show link)
- Brown Act, Q&A (attach copy of comments by Colin Coffey at Board Meeting October 2013)
- FY Operating Budget

  http://www.svh.com/wp-content/uploads/2012/03/Approved-Operations-Budget-FY2015.pdf

- FY Capital Budget (add to web site)
- Annual Report

  http://www.svh.com/wp-content/uploads/2012/03/Sonoma-Valley-Hospital-

- District 3-Year Rolling Strategic Plan

  http://www.svh.com/strategic-planning/ (View 2014 Strategic Plan)

- Board and Board Committee Meeting Calendar

  http://www.svh.com/healthcare-district-information/calendar/

- District web site address

  http://www.svh.com

Resource Manual

- District By-Laws

  http://www.svh.com/wp-content/uploads/2011/08/SVH-Board-Bylaws-12-01-1141.pdf
- Board Members

  http://www.svh.com/healthcare-district-information/board-of-directors/
- Approved Board Policies (add policies to web site and show link)
- Board Committee Charters (add charters to web site and show link)
- District Affiliation Overview (add to web site and show link)
- Hospital Organization Chart (add to web site and show link)
- Hospital Medical Staff Overview (add to web site and show link)
    - Medical Staff Officers
- Prima Medical Foundation Overview (add to web site and show link)
- Sonoma Valley Hospital Foundation

  http://www.svh.com/foundation/
- Brown Act, California Government Codes 54950-54963

  http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=54001-55000&file=54950-54963
- Health Care District Health & Safety Code, Section 32000-32492 (From Association of Health Care District Web Site, ACHD.org)

  http://www.achd.org/wp-content/uploads/sites/6/2013/02/HCD_Law_20131.pdf

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SONOMA VALLEY HEALTH CARE DISTRICT
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August 4, 2014

LIST OF APPROVED POLICIES	Date Approved
• Policy Governing Access to Public Records	June 4, 2015
• Parcel Tax Exemption Criteria and Process Policy	January 8, 2015
• SVHCD And Hospital Media Communications Policy	December 4, 2014
• Investment Policy	March 6, 2014
• Community Funding Policy	February 6, 2014
• Gift, Ticket and Honoraria Policy	February 6, 2014
• Residency Requirements Policy	January 9, 2014
• Policy and Procedures Governing Purchases of Materials, Supplies and Equipment and Procurement of Professional Services	November 7, 2013
• Board Member and Board Chair Legal Duties, Roles and Responsibilities and Limits on Power and Authority	August 1, 2013
• Annual CEO Objective Setting Policy	June 6, 2013
• Policy Concerning CEO Annual Evaluation Procedure and Schedule	June 6, 2013
• Gift Acceptance Policy (part of MOU with SVHF)	June 6, 2013
• Memo of Understanding between SVHCD & SVHF	June 6, 2013
• Board Legislature & Regulatory Policy Positions	June 6, 2013
• Conflict of Interest Code	November 1, 2012
• Board Committee Selection Process	October 4, 2012
• Travel & Reimbursement Policy	August 2, 2012
• Format & Instructions for Preparing Board Letters	February 2, 2012
• Guidelines for Board Minutes	March 24, 2011

Employer-Employee Relations Resolution of Sonoma Valley Hospital

- Resolution 309 — November 3, 2011

Unapproved Policies in Draft form

- Facilities Contracting Policy
- Physician Contracting Policy