

SVHCD QUALITY COMMITTEE AGENDA WEDNESDAY, January 30, 2019 5:00 p.m. Regular Session

(Closed Session will be held upon adjournment of the Regular Session)

Location: Schantz Conference Room

Sonoma Valley Hospital – 347 Andrieux Street, Sonoma CA 95476

AGENDA ITEM	RECO	MMENDATION
In compliance with the Americans with Disabilities Act, if you require special accommodations to attend a Quality Committee meeting, please contact the District Clerk, Stacey Finn, at <u>sfinn@svh.com</u> or 707.935.5004 at least 48 hours prior to the meeting.		
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	Hirsch	
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.	Hirsch	
 3. CONSENT CALENDAR Minutes 12.19.18 	Hirsch	Action
4. 2019 WORK PLAN APPROVAL	Jones	Inform/ Action
5. CNO QUARTEERLY PATIENT CARE DASHBOARD	Kobe	Inform
6. GOOD CATCHES	Jones	Inform
7. HQI QUALITY DASHBOARD	Jones	Inform
8. QUALITY AND RESOURCE MANAGEMENT REPORT	Jones	Inform
9. POLICIES AND PROCEDURES	Jones	Inform/Action
10. CLOSED SESSION: a. Calif. Health & Safety Code § 32155 Peer Review Report	Hirsch	Inform
11. REPORT OF CLOSED SESSION	Hirsch	Inform/Action
12. ADJOURN	Hirsch	



SONOMA VALLEY HEALTH CARE DISTRICT **QUALITY COMMITTEE** December 19, 2018 5:00 PM MINUTES

Healing Here at Home

Schantz Conference Room

Members Present	Members Present cont.	Excused	Public/Staff
Michael Brown, MD		Jane Hirsch	Danielle Jones, RN
Cathy Webber		Howard Eisenstark, MD	Mark Kobe, RN
Carol Snyder			
Ingrid Sheets			
Michael Mainardi, MD			
Susan Idell			

*Italicized names indicate voting member

AGENDA ITEM	DISCUSSION	ACTION
1. CALL TO ORDER/ANNOUNCEMENTS	Mainardi	
	Meeting called to order at 502pm Dr. Mainardi proposed moving the January meeting to January 30 th . Committee approves of the meeting move	
2. PUBLIC COMMENT	Mainardi	
3. CONSENT CALENDAR	Mainardi	Action
• QC Minutes, 11.28.18		MOTION: by Webber to approve, 2^{nd} by Snyder. All in favor.
4. 2018 QUALITY COMMITTEE WORK PLAN REVIEW	Jones	Inform
	 The 2018 work plan reviewed and discussed. Revisit the CEO Strategic Plan & Financial Stability in 2019. The PI project review was deferreduntil January 2019. Recommendations for 2019 Quality Committee Workplan – Infection Prevention. QAPI, Med Saftey, Contract Evaluations, SNF, UCSF Dr. Kidd, Lab presentation, Wound Care, and Strategic Plan by Ms. Mather. 	

AGENDA ITEM	DISCUSSION	ACTION
5. ORTHOPEDIC SERVICES PRESENTATION	Dr. Brown	Inform
	Dr. Brown reviewed the Orthopedic service line and the services that are offered.	
6. POLICIES AND PROCEDURES	Jones	
	 I. Surge Policy to Manage Patient Influx EP8610-102 II. CMS 1135 Waiver of Disaster Conditions EP8610- 103 III. Delegation of Authority EP8610-104 IV. Alcoholic Beverages Policy PC8610-101 V. Alcoholic Beverages in SNF 6580-105 VI. Resources Available for managing the Labor and Delivery Patient in the ED 7010-22 VII. Thawing of Food 8640-104 VIII. Food & Nutrition Disaster Plan 8340-109 Mr. Kobe reported that CIHQhas been notified regarding the Stroke Readiness program. The anticipated go live is Feb. 1st. 	MOTION: by Idell to approve I - III 2 nd by Sheets. All in favor. MOTION: by Idell to approve IV – VIII. 2 nd by Sheets. All in favor.
9. CLOSED SESSION	Mainardi	
	Called to order at 6:24 pm	
10. REPORT OF CLOSED SESSION	Mainardi	
	Medical Staff Credentialing reviewed.	MOTION: by Idell to approve credentialing, 2 nd by Webber. All in favor.
11. ADJOURN	Mainardi	
	6:26 pm	

2019 Quality Committee Work Plan

January 1/30	February 2/27	March 3/27	April 4/24
 Review and Approval of 2019 Work Plan CNO quarterly patient care dashboard report Good Catch HQI Quality Dashboard Quality and Resource Management Report Policies and Procedures 	 Annual Infection Control Report* Kathy Mathews Performance Improvement Projects/Fair Quality and Resource Management Report Policies and Procedures 	 Strategic Plan and Financial stability-Kelly Mather Quality and Resource Management Report Policies and Procedures 	 Lab Department Report-Lois Valenzuela CNO quarterly patient care dashboard report Good Catch Quality and Resource Management Report Policies and Procedures
May 5/22	June 6/26	July 7/24	August 8/28
 Skilled Nursing Report* Melissa Evans PRIME Grant Quality and Resource Management Report Policies and Procedures 	 Annual review of QA/PI Program* Emergency Department Report-Dr. Schmidt Quality and Resource Management Report Policies and Procedures 	 CIHQ Stroke Ready Hospital Certification-Mark Kobe & Dr. Schmidt CNO quarterly patient care dashboard report Good Catch Quality and Resource Management Report Policies and Procedures 	 Annual Risk Management Report* Quality and Resource Management Report Policies and Procedures
September 9/25	October 10/24	November 11/28	December 12/19
 2018 Contract Evaluation Report* Good Catch Quality and Resource Management Report Policies and Procedures 	 UCSF-Dr. Kidd CNO quarterly patient care dashboard report Medication Safety Report & Department Report* Chris Kutza Quality and Resource Management Report Policies and Procedures 	 Annual Culture of Safety AHRQ Report PRIME Grant Quality and Resource Management Report Policies and Procedures 	 Evaluation of the Quality Committee Work Plan Quality and Resource Management Report Policies and Procedures



Medication Scanning Rate	2018					
	Q1	Q2	Q3	Q4	Goal	
SNF	89.0%	87.0%	85.0%	81.0%	<u>></u> 80%	
Acute	87.0%	83.0%	85.0%	84.0%	<u>></u> 90%	
ED	87.0%	84.0%	78.0%	77.0%	<u>></u> 90%	

Nursing Turnover	2018 RNs/Quarter				
	Q1	Q2	Q3	Q4	Goal
SNF (n=18)	1	2	3	1	<u><</u> 1
Acute (n=65)	3	5	2	3	<u><6</u>
Total Nursing Turnover	6	8	13	4	<u><8</u>

Falls (Per 1000 days)	2017-18 Rolling Quarterly Average					
	Q2-Q1	Q3-Q2	Q4-Q3	Q1-Q4	50th %tile	
SNF	1.40	1.20	1.90	1.30	6.22	
Acute	2.30 2.80 2.90 2.00 3.75					
Hospital Acquired Pressure Ulcer Incidents (Per 1000 admissions)	2018					
	Q1 Q2 Q3 Q4 National					
SNF	0.0	0.0	0.0	0.0	3.17	
Acute	0.0	0.0	0.0	1.2	3.68	

Detient Emericanes (CAUDC)	2017-18				
Patient Experience (CAHPS)	Q4	Q1	Q2	Q3	Goal
НСАНРЅ					
RN Communication	87.8	78.9	75.2	n/a	80.0
Responsiveness of Staff	77.5	71.4	50.8	n/a	67.7
OASCAHPS					
Care of Patients (MD/RN respect)		97	94.6	n/a	97.1
Would Recommend		85.4	77.6	n/a	88.6
RATE MY HOSPITAL - ED					
Overall score	4.6	4.7	4.7	4.8	<u>></u> 4.5
	2018				
Nurse Staffing Effectiveness: Transfers r/t staffing/beds	Q1	Q2	Q3	Q4	Goal
	0	0	0	0	<u><</u> 0

Green = Goal Met Yellow = Below goal Red = Continues below goal or significantly below goal

2013 Hospital falls std from J Amer Med, AHRQ & PubMed



January 2019

Hey, Good Catch!

A Culture of Safety

One of the core values of Sonoma Valley Hospital is to enhance a culture of safety for our patients, staff and visitors. We want everyone to understand that there is "no blame" for errors. It is not only okay to report a near miss/"Good Catch," we are encouraging it. It is a way for us to review potential risks to our patients.

Definition of a "Good Catch"

A "Good Catch" is the recognition of an event that could have been harmful to a patient but was prevented.

What's the Importance?

Near misses occur at a much higher rate than actual errors in patient care. Studies show that reporting near misses can prevent more serious errors.

A number of factors may be part of a near miss:

- System factor: For example, how we organize our work flow for patient care.
- Human factors: For example, how each of us perform our patient-care roles.

There is No Blame

At Sonoma Valley Hospital, we do not want to "name and blame." We want to look for ways to review the events that can help identify a single or recurring problem.



Response to a Good Catch

The Safety Committee will review all "Good Catch" reports. The response will be based on an evaluation of each patient care report. In all cases, the review and response will include a discussion with all staff involved in the patient care event to find out:

- What happened?
- Why did it happen?
- What helped identify it as a "Good Catch"/near miss?
- What can we do to prevent it from happening again?

What You Receive for a Good Catch:

- A "Good Catch" award letter
- A "Good Catch" lapel pin
- Special recognition within our Hospital
- A copy of the award certificate in your permanent record in Human Resources.
- Our sincere thanks for your dedication to patient safety!
- An opportunity to effect change, since we will review all "Good Catches" and look for ways to prevent them from occurring in the future.



We'd like your feedback and comments!

Contact Danielle Jones-Director of Quality & Risk Management 707-935-5495 or email djones@svh.com

"Good Catch" Award Recipients

We thank the following individuals for entering their "Good Catches"



Thanks to a "Good Catch" by: Madeline Boucher, RN, Med Surg preventing drug interaction. We will update Paragon Alerts to show the interaction warning at time of processing.



Thanks to a "Good Catch" by: Elise Alexander-Stone, Speech Therapy An outpatient showed signs and symptoms of a possible stroke onset. Patient was escorted to ED



Thanks to a "Good Catch" by: Jae Ann Jeys, RT, Cardiopulmonary reported an issue for RTs prevented from accessing patient information. We were able to change a server setting that affected all RTs. This prevented possible medication errors.



Thanks to a "Good Catch" by: Diane Tran, RN, Surgical Services, prevented possible patient harm by performing pre-op diagnostics just prior to a scheduled surgical procedure. New information presented, surgery delayed, patient admitted to ICU for appropriate follow up treatment.



Thanks to a "Good Catch" by: Julia Okuba RN, Med Surg reported a medication dispensing error.

"Good Catch" Quiz

1. The definition of a "Good Catch" is the recognition of an event that could have been harmful to a patient but was prevented.

True or False?

- 2. A health care provider walks into a patient's room without washing her hands, which is not following National Patient Safety Goals. How do you think the patient should respond?
- A. Say nothing

Percent Good Catches

- B. Ask the healthcare provider to wash her hands before she begins her exam
- C. None of the above
- **3.** There will be a response to all "Good Catches" by staff from Quality Dept.

True or False?

Answers to all questions are helow

1-True, 2-B, 3- True



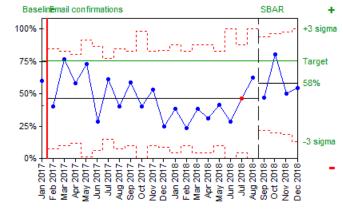
eNotification Reporting System nexpected Event, Good Catch, Grievance, Compliments)

Adverse Drug Events: Medication Good Catch all prevented patient harm!





P Chart



Date



SONOMA VALLEY HOSPITAL QUALITY TRANSPARENCY DASHBOARD

Hospital Quality Institute

	1			
Outcome Measures Definitions:	How we	Sonoma		
outcome measures bernntions.	compare*	Valley	California	National
	(Lower is Better)	Hospital		
CLABSI-Central line-Associated Blood Stream Infection: A serious infection that occurs when germs enter the bloodstream through a central line. A central line is a special intravenous catheter (IV) that allows access to a major vein close to the heart and can stay in place for weeks or months. The value shown above is a Standardized Infection Ratio (SIR), which is the ratio of observed-to-expected infections during the measure period. SIRs below 1.00 indicate that the observed number of infections during the measure period was lower than would be expected under normal conditions, whereas values above 1.00 indicate that the observed number of infections was higher than expected. Limitations: In the calculation of the Standardized Infection Ratio (SIR), the CDC adjusts for differences between hospitals. However, patient risk factors are not taken into account. These patient-specific variables (e.g., poor skin integrity, immunosuppression) can increase the risk of developing a central line infection. Hence, the SIR for hospitals that care for more medically complex or immunosuppressed patients may not be adequately adjusted to account for those patient-specific risk factors.	Better	O (Measure Period:	0.85	1.00
Colon SSI-Colon Surgical Site Infection: An infection (usually bacteria) that occurs after a person has colorectal surgery that occurs at the body site where the surgery took place. While some involve only the skin, others are more serious and can involve tissues under the skin, organs, or implanted material. The value shown is a Standardized Infection Ratio (SIR), which is the ratio of observed-to-expected infections during the measure period. SIRs below 1.00 indicate that the observed number of infections during the measure period was lower than would be expected under normal conditions, whereas values above 1.00 indicate that the observed number of infections: Some, but not all patient-specific risk factors are included in the adjustment of the SIR for these types of infections. However, not all relevant risk factors are included (e.g., trauma, emergency procedures). Hence, the SIRs for hospitals performing more complex procedures or with larger volumes of trauma or emergency	Not Available	n/a	0.95	1.00
procedures may not be adequately adjusted to account for those patient-specific risk factors.		(Measure Period: 01/01/2017 - 12/31/2017)		
NTSV-Nulliparous, Term, Singleton, Vertex Cesarean Birth Rate: The percentage of cesarean (surgical) births among first-time mothers who are at least 37 weeks pregnant with one baby in a head down position (not breech or transverse). Lower values indicate that fewer cesareans were performed in the hospital among primarily low risk, first-time mothers. Limitations: NTSV rates do not take into account certain obstetric conditions, such as placenta previa, that may make Cesarean delivery the safer route for both mother and infant.	Not Available	n/a	24.60	26.00
		(measure renou.	01/01/2017 - 12/	51/2017)
Sepsis Mortality: Percent of patients, with a severe infection, who die in the hospital. Most sepsis cases (over 90%) start outside the hospital. Lower percentage of death indicates better survival. Limitations: Use of discharge/administrative data is limiting since such data has lower specificity for diagnoses than clinical data. In addition, without risk adjustment for differences in patient-specific factors, comparing rates among hospitals is difficult.	Better	10.16	14.90	25.00
		(Measure Period:	01/01/2017 - 12/	31/2017)
VTE - Venous Thromboembolism: The measure of patients who develop deep vein clots who had not received potentially preventive treatment. Limitations: Although not adjusted to account for patient-specific risk factors, this rate is helpful in distinguishing a hospital's adherence to the best practice	Not Available	n/a	3.00	2.00
of administration of appropriate VTE prophylaxis to all appropriate patients.		(Measure Period:	01/01/2017 - 12/	31/2017)
Program Status Measures:				
This hospital has a Maternity Safety Program. A maternity safety program provides a coordinate emergency response to risks associated with pregnancy and childbirth.	ed approach and	Not a	maternity	hospital
This hospital has a Sepsis Protocol in place. A sepsis protocol provides guidance for a coordina identification and treatment of an infection and inflammatory response which is present throughout th			Yes	
This hospital has a Respiratory Monitoring Program in place. Respiratory monitoring provide assessment of risk of respiratory depression, and includes continuous monitoring of breathing and fur lungs and circulatory system when indicated.			Yes	
*Hospital Commonts: For arose search as Not Available: Colon SSI surgisal infection rates NTCV and VTE ware no	· ····································	· · · · ·		

*Hospital Comments: For areas scored as Not Available: Colon SSI surgical infection rates, NTSV and VTE were not calculated by CMS for this reporting period because the volumes of patients at risk for these outcomes is low at Sonoma Valley Hospital.



To:Sonoma Valley Healthcare District Board Quality CommitteeFrom:Danielle JonesDate:01/30/19Subject:Quality and Resource Management Report

January Priorities:

- 1. 2019 Work Plan
- 2. 5 Star Hospital

2018 Work Plan

I have included the work plan on the agenda for discussion and approval.

<u> 5 Star Hospital</u>

CMS developed and implemented the Hospital Compare Overall Hospital Quality Star Rating in response to consumer feedback because they found Hospital Compare difficult to interpret and understand. The 5 Star Rating is based on seven measure groups. Mortality, Readmission, Safety of Care, Patient Experience, Efficient Use of Medical Imaging, Timeliness of Care and Effectiveness of Care. SVH is currently rated as a 4 Star hospital. The closest 5 Star hospitals are John Muir and CPMC.

Current tactics are based on gap analysis and identified opportunities for SVH. Mortality, Readmission and Patient Experience account for 66% of 5 Star rating and driver diagrams were created to assist in achieving the 5 Star goal for SVH.

Readmission 22%

- Goal: Identify patients who are at high risk of being readmitted be so that further readmissions can be avoided
 - Enhance the discharge process
 - Continue the PRIME grant initiatives
 - Introduce collaborative use of predictive readmission tool
 - For Example LACE Tool
 - Physician documentation to reflect accurate severity of illness, risk of mortality and co-morbidities

Patient Experience 22%

0

- Goal: Continue to focus on Patient Experience to increase satisfaction for inpatients and outpatient surgery through CAHPS measurements
 - Increase survey response rate
 - o Boost front line staff understanding of Patient Experience and HCAHPS
 - Restore Key drivers to support patient experience culture

- AIDET
- Hourly rounding
- Nurse leader rounding,
- Discharge phone calls
- Medication education

Effectiveness of Care-Core measures related to sepsis, stroke and colonoscopy surveillance 4%

- Goal: To enhance best practice care for sepsis, stroke and colonoscopy surveillance
 - Partner with Medical Staff and IS to error proof documentation systems to ensure required criteria is captured every time for stroke and sepsis documentation criteria
 - Attain CIHQ Stroke Ready Certification
 - Provide MD and RN education/training on opportunities for improvement

Safety of Care 4%-Hospital Acquired Infections

SVH enjoys a low rate of HAIs so this was not identified as an initial opportunity.

Timeliness of Care 4%

Outpatient/Emergency Department core measures related to patient throughput. Many of these core measures have been or will be retired in 2019 by CMS. Again, not a large opportunity for improvement to 5 Star status.

Efficient Use of Medical Imaging 4%

SVH does not meet volume criteria for 2 of the 5 sub categories and is within national standards for the remaining 3.



Review and Approval Requirements

The SVH departmental/organizational policies and/or procedures on the attached list have 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

NEW:

Contract Administration - Patient Care GL8610-139

A new policy is required to cover administrative practices unique to contracted patient care services.

Leaves - Military Related HR8610-172L

Federal and state law requires employers with 25 or more employees to provide job-protected leave, under FMLA/CFRA, when an employee needs to care for an injured service member or for a "qualifying exigency." Additionally, employers must accommodate leave for calls to active duty and provide re-employment rights. As a public employer, we are also required to provide pay for the first 30 days of active duty leave, which can be coordinated with military pay.

Tracking of On-duty Staff during a Disaster EP8610-104

This new policy has been created to provide guidance to staff on how to ensure SVH is accounting for all onduty staff in the event of a disaster; how this information is shared with the Incident Command Center/Labor Pool; and how continued updates as to employee status, location, and contact information of said staff will be maintained throughout the incident. This policy also satisfies a specific requirement identified by our accrediting agency, CIHQ.

Homeless Discharge Planning DC8610-108

Brings the hospital into compliance with CA SB 1152 which requires hospitals to provide discharge planning to the homeless and to create a log of homeless patients that present to the hospital.

Paging Codes Overhead EP8610-105

Current protocol for overhead paging varies dependent upon the particular code. Paging is currently done overhead continuously until someone calls the PBX operator to 'secure' the code. This unnecessary step potentially pulls a responding code member away from the code scene to 'secure it'. Also, the continuous overhead paging of the code causes much anxiety to staff who wonder if they should come and help because it seems no one is responding. Likewise, our patients and visitors are expressing the same concerns. The overhead paging needs to be consistent across all codes and short, limited and without the need to call back and 'secure' the code.



REVISIONS:

Contract Administration - Non-Patient Care GL8610-138

Revised to cover contracting with only non-patient care services. In 2016, SVH decentralized management of contracted services. These revisions along with the addition of a new policy "Contract Administration, Patient Care Services GL8610-139" cover the new system for contract management.

Formulary Management MM8610-122

Added verbiage defining how generics and biosimilar agents are managed in terms of use on the formulary. Now that there are more bio-similars on the market, they need to be addressed formally in our policy to more rapidly incorporate their use without necessarily going through the process that a new drug would need to go through in order to be added to formulary. Adding section on generics to be complete.

Leave of Absence Policies HR8610-172

Minor language edits, updated reference to applicable laws. Scheduled review: updated to reflect recent changes in corresponding leave policies.

Leaves - Emergency Responder HR8610-1721

Updated language to provide clarity as to the purpose of this type of leave specifically for the purposes of emergency response. Removed language in reference to military-related leave, as that is covered under new policy Military-Related Leave, policy #HR8610-172L. Scheduled review and opportunity for improved clarity.

Leaves - Jury and Witness Duty HR8610-172D

Significant changes to the language in an effort to: 1) provide improved clarity of the policy, employee rights and responsibilities; 2) to focus on leaves taken specifically for jury and witness duty purposes, separating out victim-related leaves as those are covered in a different policy (172G). Added clearer explanation of how employees are paid during this type of leave, as it is different for Non-Exempt versus Exempt. Scheduled review, which highlighted opportunities for improvement.

Leaves - Organ and Bone Marrow Donor HR8610-172K

Removed reference to compliance with FMLA/CFRA as this type of leave does not run concurrently with FMLA/CFRA nor is governed under the same law; removed the reference to employer size (not necessary); revised language explaining eligibility; removed Benefits and Reinstatement sections and incorporated them into the new Procedures section instead. Updated references. Scheduled review: policy had become outdated in its language and legal references.

Leaves - Personal & Non-FMLACFRA Medical HR8610-172E

Significant re-write of this policy to include provisions regarding the need to take a medical leave of absence, when not covered by FMLA/CFRA; procedures and restrictions for leave; and how these leaves coordinate with other SVH policies; added restriction that these types of leave are not to be utilized for work elsewhere. Scheduled review: Needed clearer provisions around taking a personal leave of absence and, due to practicality, needed to add guidelines around taking a leave that is medical necessary, even if not covered under FMLA/CFRA.

<u>Leaves - Victim of Crime Related to Domestic Violence, Sexual Assault or Stalking HR8610-172G</u> Primarily a rewrite in terms of language and formatting; removed the length of leave limit, as it's determined by the situation; added the provisions of reasonable accommodations to ensure the safety of the employee while at work. Regular, scheduled review.



Leaves - Voting Time Off HR8610-172J

No substantive changes – wordsmithing and formatting only. Updated reference. Scheduled review.

Required Certifications HR8610-365

Removed reference to closed/transferred units, updated position and department names, as appropriate, revised the reimbursement process removing the requirement to submit a Reimbursement Form, which is redundant to the Check Request form, and included direction to document time spent in class in Kronos or the department's exception log.

Workplace Violence Prevention Program HR8610-371

Updated procedures for reporting a WVP incident. WVP Taskforce met to discuss and review our internal reporting procedures and how well our process matches the expectations from Cal-OSHA. As a result, the initial incident reporting form was revised and the policy updated to reflect corresponding procedures.

RETIRE:

<u>Leaves - Occupational Injury and Illness Disability Leave HR8610-172C</u> Content combined with Work Related Injury & Illness policy, #174



POLICY #GL8610-139

DEPARTMENT: Organizational

PAGE 1 OF 11 EFFECTIVE:

REVIEWED/REVISED:

PURPOSE:

To ensure contracted patient care providers administer the same level of high-quality care, treatment, and service as directly administered by the organization and that such care, treatment, and service is administered in a safe and effective manner.

POLICY:

- Patient care services provided under contract are subject to the same hospital-wide quality assessment and performance improvement (QAPI) evaluation as other services provided directly by the hospital
- The hospital maintains a list of all contracted services that directly impact the patient. The list includes the scope and nature of the services provided.
- Written communication to the provider establishes the expectations of the contracted service with regard to quality
- The metrics that will be used to measure quality are established and collected data is incorporated into the QAPI program
- The evaluation of a contract service is performed on a quarterly basis, just as it would if the service was provided by the organization

PROCEDURE:

Approval Process

The Executive Level Leader identifies the need for a new patient care contracted service. In cases were a hospital template exists for the type of agreement required, it will be utilized. If no such template exists, the Executive Level Leader requests a draft from the other party. If neither SVH nor the other party can easily draft an agreement, the CEO can provide approval for a draft to be prepared by an SVH retained attorney.

The Executive Level Leader shall:

• review the draft for service level accuracy and to ensure the contract includes the desired SVH terms and inclusions as described in Appendix A and B



POLICY #GL8610-139

PAGE 2 OF 11 EFFECTIVE:

DEPARTMENT: Organizational

REVIEWED/REVISED:

- work with the Quality Coordinator to identify performance measures and ensure they are communicated to the other party
- handles all communication with the other party related to draft revisions
- identifies and obtains approvals from additional internal stake holders. Prior to execution, ALL patient care service agreements must be approved by the Chief Financial Officer. Contracted services that will have an Information Systems component must be reviewed by the Chief Information Officer. Approvals will be obtained and documented via email. Approval Records will be electronically saved in the shared contract drafting file
- submits the final draft to the President & CEO for signature
- coordinates counter-signature with the other party
- alerts the Quality Coordinator that the agreement is fully executed

Tracking Process

The Quality Coordinator ensures that all Patient Care Contract Services are accurately represented on the Patient Care Contract Tracking log and submits the log to the Chief Medical Officer and Chief Executive Officer on a monthly basis.

The Quality Coordinator alerts the Executive Level Leader responsible for a contract three months in advance of an upcoming contract expiration. Until the time that a new agreement is in place or the decision is made to discontinue service, the Quality Coordinator will follow up with the responsible Executive Level Leader on a weekly basis.

Monitoring Process

The Director of Quality and Risk Management ensures that all contracted patient care services are appropriately incorporated into the hospital-wide QAPI program and ensures that quarterly reviews are conducted. The Quality Coordinator maintains a list of all contracted services that directly impact the patient.

Quality expectations will be established for every new patient care contracted service and communicated to the provider. The communication of expectations can occur within the contract, as an addendum, or in a letter.



POLICY #GL8610-139

DEPARTMENT: Organizational

PAGE 3 OF 11 EFFECTIVE:

REVIEWED/REVISED:

With the assistance of the Director of Quality and Risk Management, the contract manager is responsible for establishing the performance metrics to measure quality based on services and volumes provided. The contract manager is also responsible to report quarterly on data. Data can be collected by either the contract manager or by the service organization.

An annual patient care services report will be completed and shared with the Board Quality Committee and the Medical Staff.

Close-out Process

When either a contract is early terminated or the term concludes without decision for renewal, the contract will undergo a close-out process.

When appropriate or required, the contract manager will send a termination letter and provide a copy to the Quality Coordinator for the Close-out file.

The Quality Coordinator will archive the contract and termination letter. These files will be kept by SVH for a minimum of six years.

APPENDICES:

Appendix A: General Contract Language Guidelines Appendix B: Standard Contract Provisions/Language

REFERENCES:

CIHQ 2018 Summit Presentation – Contract Services

OWNER:

Director Quality & Risk Management

AUTHORS/REVIEWERS:

Danielle Jones, Director Quality & Risk Management Laura Gallmeyer, Quality Coordinator

DATES OF APPROVAL:

Policy & Procedure Team: 12/18/18 Board Quality Committee: The Board of Directors: Healing Here at Home

SUBJECT: Contract Administration, Patient Care Services

DEPARTMENT: Organizational

POLICY #GL8610-139

PAGE 4 OF 11 EFFECTIVE:

REVIEWED/REVISED:

APPENDIX A General Contract Language Guidelines

*These are specific provisions that need to be included in all contracts entered into by SVH. Standard language for each of these provisions is available on the attached SVH Standard Contract Provisions/Language.

1. Written Contract.* The contract must be in writing and signed by all parties. A written, signed contract must be in place before parties receive payments. The contracted parties should be advised that they will not be compensated for services performed prior to the execution of an approved written contract.

2. **Compliance with other policies.** The contract must comply with all relevant Sonoma Valley Hospital policies that govern transactions with outside parties.

3. **Parties.*** Correctly identify Sonoma Valley Hospital by its business name: "Sonoma Valley Health Care District dba Sonoma Valley Hospital". Identify other contracting party correctly.

4. **Effective Date.*** Specify the date the contract becomes effective and identify as "Effective Date". The effective date may differ from the date the contract is signed.

5. **Background/Recitals.** Describe in general terms the purpose of the contract, what each party wants to accomplish and what resources and expertise each party will contribute. This is the whole reason the contract is being established.

6. **Each Party's Responsibilities.** Create separate sections for each party's responsibilities and clearly describe the responsibilities of each party, e.g. who is to do what, for whom, where, when, and for how much.

7. **Payment Process.** Clearly describe the payment process, e.g. who pays, how much do they pay, how will they pay and when is the payment to be made. If the details will change periodically put them in an exhibit and reference the exhibit in the compensation section. Automatic rate escalators are strongly discouraged. Contact the Finance Department for any questions pertaining to possible billing cycles and payment methodology. Compensation must be for fair market value.

8. **Independent Contract Status.** May apply to services provided both to and by SVH. This element clarifies that neither party is employing the other.





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9. **Insurance.*** All agreements must have a provision for insurance. The type of insurance may vary depending on the purpose for the Agreement. The most common types of insurance include Errors & Omissions, General Liability, and Professional Liability. They type of insurance should be accurately reflected in the agreement. The minimum amount is 1 million per incident and 1 million in aggregate for individuals and 3 million in aggregate for companies. Do not agree to name others as an "Additional Insured" unless equipment is leased for use onsite. A waiver of the insurance requirement requires CEO or CFO approval.

10. **Indemnification.*** Evaluate who could or should be responsible if something goes wrong in the contracted activities. Only cover the acts of SVH employees, representatives and/or agents and make sure that the other party indemnifies us as well.

11. **Term/Length.*** How long will the contract last? One to two years is the standard length and contracts should not exceed three years. Software agreements may be entered into for up to five (5) years. Automatic renewals (evergreen clauses) can be accepted under certain circumstances.

12. **Termination.*** SVH should be able to terminate the contract, both with and without cause. To the extent practically feasible, all new contracts and all renegotiated contracts will contain a ninety to one hundred and eighty (90-180) day "no-cause, no-penalty" termination provision. Evaluate what circumstances should allow immediate termination of the contract: e.g. upon breach, bankruptcy, death, loss of license, violation of HIPAA federal law, etc.

13. **What happens under termination?** Any monies owing should still be due and payable, even after the contract is terminated. Do records or property have to be returned or exchanged? What other obligations should continue after termination, e.g. confidentiality requirements, HIPAA requirements for patient privacy?

14. **Assignment.** Consider whether the other party should be restricted from assigning their rights or duties to someone else. If the other party may assign its rights or delegate its duties, it should only be with SVH's prior written consent.

15. **Dispute Resolution.** If a dispute should arise during the contract, how will the dispute be resolved? Consider this similar to a prenuptial agreement. Though neither party foresees a situation arising, make sure you have thought this one through.

16. Governing Law. Strongly recommend California state law.



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17. **Severability.** A clause should be included that will allow the parties to carve out any provision of the contract that is determined to be illegal or unenforceable without affecting the rest of the contract.

18. Entire Contract/ Amendments. The contract includes all provisions agreed to by the parties and no other contracts will be effective. Any oral commitments must be reflected in the written contract. The contract should only be modified by written amendment, signed and dated by both parties.

19. **Medicare Access Provision.*** Make sure the "Access to Records" provision required by Medicare is included. Having this provision in an agreement is the law. Even though the provision applies to service, it also applies to equipment if a warranty extends beyond one year or if service components are part of the purchase price (e.g. inventory management).

20. **Applicable Standards.** Requires the other party to comply with all relevant laws and accreditation standards.

21. **Representations and Warranties.*** Requires the other party to attest, among other things, that they have never been excluded from participation in Medicare or Medi-Cal.

22. **Attorney's Fees.** Specifies who is responsible for attorney fees, should the parties enter into legal proceedings.

23. **Compliance.** Make sure that the contract includes language regarding compliance with SVH's compliance program and with all other state, federal laws governing our business.

24. **Quality Assurance/Improvement.** The contract should include language that stipulates the vendor will cooperate with the SVH Quality Assessment and Performance Improvement Plan, including a stipulation that the vendor will provide documentation of its quality assessment as it relates to services provided under the contract with SVH.

25. **Non-solicitation of Employees.** Many consulting firms will include a provision which requires a payment or unspecified damages if SVH solicits the employment of someone representing the organization. Suggest modification to agreements to exclude individuals who independently apply for positions or who come through a recruiter.

26. **Confidentiality.** Make sure other parties that receive confidential or proprietary information keep it confidential. This provision must be broad enough to allow SVH consultants, attorneys, accountants and payors access to contract when relevant for SVH purposes.



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27. **HIPAA.** Make sure that the contract includes language regarding compliance with the Health Information Portability and Accountability Act of 1996 and a Business Associate Agreement, if required. CAUTION- IF THE AGREEMENT HAS LIABILITY LIMITATIONS AND THE VENDER IS A BUSINESS ASSOCIATE PLEASE ENSURE THAT THE LIMIT WILL EXCEED A POTENTIAL FINE IN THE EVENT THAT THE VENDER IS RESPONSIBLE FOR A HIPAA VIOLATION.

29. Notices.* Each party's address and a contact person must be clearly spelled out.

30. **Signatures.*** Make sure all parties sign the same version of the contract. Only the CEO is authorized to sign contracts for SVH.

Healing Here at Home

SUBJECT: Contract Administration, Patient Care Services

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APPENDIX B Standard Contract Provisions/Language

The following are some specific provisions that Sonoma Valley Hospital desires to have in agreements. Any changes to these provisions must be approved by both the Chief Financial Officer and the President and CEO. If starting with contract submitted by the counter-party, these provisions should be shared with the counter-party so that they may be incorporated into the contact. These provisions are included in the SVH independent contractor template. For questions or copies of SVH contract templates, please contact the Quality Coordinator.

APPLICABLE STANDARDS

Contractor shall comply with all applicable provisions of law, and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the Hospital; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payors whose members/beneficiaries receive care from Hospital. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. Contractor shall also comply with all applicable policies and procedures of Hospital, its medical staff and medical staff departments.

REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to Hospital, upon execution and while this Agreement is in effect, that it is not bound by any agreement or arrangement which would preclude Contractor from entering into, or from fully performing the services required under this Agreement and it has never been convicted of an offense related to health care, or listed by the Medicare or Medi-Cal Programs or any other federal or state agency as excluded or otherwise ineligible for federal or state program participation.

ACCESS TO BOOKS AND RECORDS

Contractor shall maintain and make available all necessary books, documents and records in order to assure that Hospital will be able to meet all requirements for participation and payment associated with public and private third party payment programs, including, but not limited to, matters covered by Section 1861(v)(1)(I) of the Social Security Act, as amended. With respect to Section 1861(v)(1)(I), it is agreed:

(a) Until expiration of four (4) years after furnishing services pursuant to this Agreement, Contractor shall make available upon written request of the Secretary of Health and Human Services or the U.S. Comptroller General, or any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor that are necessary to verify the nature and extent of costs incurred by Hospital under this Agreement.



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(b) If Contractor carries out any of the duties of this Agreement with a value of \$10,000 or more over a twelve (12) month period through a subcontract with a related organization, such agreement must contain a clause to the effect that until the expiration of 4 years after the furnishing of services under the subcontract, the related organization shall make available, upon written request of the Secretary of Health and Human Services, the U.S. Comptroller General, or any of their duly authorized representatives, the subcontract, and any books, documents and records of the related organization that are necessary to verify the nature and extent of costs incurred by Hospital under this Agreement. Limits. The availability of Contractor's books, documents, and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary by regulation.

INSURANCE

Contractor shall obtain and maintain throughout the term of the Agreement, at Contractor's expense, appropriate worker's compensation insurance coverage for Contractor's employees in the form and amounts required by law. Contractor shall obtain and maintain throughout the term of this Agreement, comprehensive general liability and professional liability insurance in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. Upon Hospital's request, Contractor shall provide to Hospital a copy of the Certificates of Insurance evidencing the insurance coverage required under this Section. Such insurance policy or policies shall also provide for not less than 30 days' notice to Hospital of any cancellation, reduction, or other material change in the amount or scope of any coverage required under this Section. If Contractor's liability coverage is on a "claims made" rather than an "occurrence" basis, and such coverage is later terminated, or converted to an occurrence coverage (or vice versa), Contractor shall at Contractor's expense obtain prior acts or tail coverage (as applicable) with the same liability limits required above covering all periods that this Agreement is or has been in force.

INDEMNIFICATION

The parties agree to defend, indemnify, and hold one another, their directors, trustees, officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to, and to the extent such liability, loss, expense, attorney's fees, or claim for injury or damages are caused by or result from the negligence of intentional acts or omissions of the indemnifying party, its directors, trustees, officers, employees, or agents.



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GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the making, performance or interpretation of it, will be settled by arbitration in the City of Sonoma, California. The arbitration will be conducted pursuant to the provisions of Part 3, Title 9, Chapters 1 through 5 of the California Code of Civil Procedure commencing with Section 1280, or such California State legislation then in effect, as amended. The party wishing to institute arbitration pursuant to this provision will give notice to the other party of its intent to commence arbitration and will designate in the notice an arbitrator on behalf of such party. Within thirty (30) days after the date of the notice of intent to arbitrate a controversy or claim, the other party will give notice of its nomination of an arbitrator on its behalf. Within thirty (30) days thereafter, each of the arbitrators nominated will designate a third, neutral arbitrator. The decision of the two arbitrators as to the selection of the third, neutral arbitrator will be final and binding upon the parties. The arbitration will be enforceable as provided by California law. Each party will bear the costs of the arbitrator selected by it, and the fee for the third, neutral arbitrator will be shared equally by the parties unless the arbitration tribunal determines otherwise. Neither party will be entitled to attorneys' fees as a part of the arbitration award, but the arbitration tribunal may award cost.



DEPARTMENT: Human Resources

POLICY #HR8610-172L

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POLICY:

Sonoma Valley Hospital (SVH) is committed to protecting the job rights of employees absent on military-related leave. In accordance with federal and state law, it is the policy of SVH that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in, or obligation to perform service for, any of the Uniformed Services of the United States.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Additionally, the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (FMLA/CFRA) provide eligible employees the opportunity to take unpaid, job-protected leave for certain service-related medical and non-medical needs of family members.

Eligibility & Types of Leave Covered

Active Military Service, Training, and Other Military-related Events

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists, National Guard members for training, periods of active military service, and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

Additionally, SVH will provide up to thirty (30) calendar days of pay for all full-time and part-time employees who are ordered to military duty and who have been employed with the hospital for at least one year from the day on which the leave begins, as long as the ordered duty does not exceed one-hundred and eighty (180) calendar days, including time spent going to and returning from duty. Pay for a leave of absence may not exceed thirty (30) days in any one fiscal year. Periods of military leave of absence to perform inactive duty training are not eligible for paid military leave.

The amount of this paid leave shall be equal to the employee's normal biweekly gross pay (not including overtime pay) as of the first date the employee is absent from work due to being ordered to active military duty, offset by the amount of gross military pay for such duty including all military allowances paid to the employee. In the event the military pay, including allowances, equals or exceeds the employee's normal SVH pay for the pay period, the employee is not entitled to SVH pay for that pay period, but may choose to use accrued paid time off (PTO), or take leave without pay.



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Upon an employee's prompt application for reemployment (as defined below), an employee will be reinstated to employment in the following manner depending upon the employee's period of military service:

- Less than ninety-one (91) days of military service (i) in a position that the employee would have attained if employment had not been interrupted by military service; or (ii) if found not qualified for such position after reasonable efforts by the hospital, in the position in which the employee had been employed prior to military service.
- 2) More than ninety (90) days and less than 5 years of military service (i) in a position that the employee would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the employee is qualified to perform; or (ii) if proved not qualified after reasonable efforts by the hospital, in the position the employee left, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform.
- 3) Employee with a service-connected disability if after reasonable accommodation efforts by the hospital, an employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the employee will be employed in (i) any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by the hospital; or (ii) if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.
- General Benefits Upon Reemployment

Employees reemployed following active military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the active military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. Additionally, upon reemployment, a covered employee will not be discharged, except for cause, for up to one year following reemployment.

Qualifying Exigency

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare/school facility, making financial and legal arrangements related to the deployment, temporary rest and recuperation, counseling, and post-deployment debriefings.



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To be eligible for this type of leave, employees must have worked for SVH for at least twelve (12) months in the preceding seven (7) years, and have worked at least 1,250 hours in the twelve (12) months preceding the date the leave would commence.

Eligible employees may take unpaid qualifying exigency leave to tend to certain "exigencies" arising out of the duty under a call or order to active duty of a "covered military member" (i.e. the employee's spouse, son, daughter or parent). Up to twelve (12) weeks of qualifying exigency leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA/CFRA leave (see policy #HR8610-172A), with the exception of military caregiver leave, described below. The maximum amount of qualifying exigency leave an employee may use to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Persons who can be ordered to active duty include active and retired members of the Armed Forces, certain members of the retired Reserve and various other Reserve members, including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

Military Caregiver Leave

To be eligible for this type of leave, employees must have worked for SVH for at least twelve (12) months in the preceding seven (7) years, and have worked at least 1,250 hours in the twelve (12) months preceding the date the leave would commence. Additionally, to be eligible for military caregiver leave, an employee must be a spouse, domestic partner, son, daughter, parent or next of kin (see Definitions below) of the covered service member.

Unpaid military caregiver leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a "covered service member" (see Definitions below). Military caregiver leave is not available to care for service members on the permanent disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty (see Definitions below).

An eligible employee may take up to twenty-six (26) workweeks of military caregiver leave to care for a covered service member in a single 12-month period. The "single 12-month period" begins on the first day leave is taken to care for a covered service member and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA/CFRA-qualifying reasons. If employees do not exhaust their twenty-six (26) workweeks of military caregiver leave during this "single twelve (12) month period," the remainder is forfeited.



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Military caregiver leave applies on a per-injury basis for each service member. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered service member, and/or for each and every serious injury or illness of the same covered service member. A total of no more than twenty-six (26) workweeks of military caregiver leave, however, may be taken within any single 12-month period.

Within the "single twelve (12) month period" described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA/CFRA leave, including up to twelve (12) weeks of leave for any other FMLA/CFRA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the "single 12-month period," an eligible employee may take up to sixteen (16) weeks of FMLA/CFRA leave to care for a covered service member when combined with up to ten (10) weeks of FMLA/CFRA leave to care for a newborn child.

When a husband and wife/registered domestic partner are both employed by the hospital their combined leave to care for a covered service member, or in combination with other family or medical qualifying leave, may not exceed twenty-six (26) work-weeks in a single twelve month period.

Definitions

"Serious injury or illness" for current service members and veterans is distinct from the definition of "serious health condition" detailed in SVH policy "Leaves: Medical & Family Care (FMLA/CFRA)," #HR8610-172A. For purposes of this policy, the term "serious injury or illness" means an injury or illness incurred by the service member in the line of duty while on active duty in the Armed Forces that may render the service member medically unfit to perform the duties of the service member's office, grade, rank or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

"Next of kin" means the nearest blood relative of the service member, other than the service member's spouse, domestic partner, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave.

"Covered Service Member" which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation or therapy or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment that an eligible employee requests; is otherwise in



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outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member's office, grade, rank or rating.

Intermittent and Reduced Schedule Leave

Eligible employees needing to take FMLA/CFRA leave (i.e., Military Caregiver or Qualifying Exigency) may take leave in a single block of time, intermittently (in separate blocks of time) or by reducing the normal work schedule when medically necessary. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt hospital operations. Intermittent leave is permitted at the same intervals as provided in "Leaves: Medical & Family Care (FMLA/CFRA)," policy #HR8610-172A.

Use of Accrued Paid Time Off

Employees may choose to use accrued paid time off (PTO) concurrently with some or all of the leave taken under this policy. To substitute paid leave for FMLA/CFRA leave, eligible employees must comply with the hospital's normal procedures for the applicable leave policy (Leaves: Medical & Family Care (FMLA/CFRA), #HR8610-172A). Employees on temporary or extended military leave may, at their option, use any or all accrued PTO during their absence.

Maintenance of Health Insurance Benefits

If employees and/or their families participate in the hospital's sponsored group health insurance plan, SVH will maintain coverage during FMLA/CFRA leave on the same terms as if employees had continued to work. If applicable, employees must make arrangements to pay their share of health plan premiums while on leave. In some instances, SVH may recover premiums it paid to maintain health coverage or other benefits for employees and/or their families. Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of leave under this policy. Employees should consult the applicable plan document for information regarding eligibility, coverage and benefits.

Job Restoration/Reemployment

Upon returning from FMLA/CFRA leave (i.e., Military Caregiver or Qualifying Exigency), employees will typically be restored to their original position or to an equivalent position with equivalent pay, benefits and other employment terms and conditions. If an employee fails to return to work as scheduled after FMLA/CFRA leave or if an employee exceeds the authorized FMLA/CFRA entitlement, the employee will be subject to the hospital's other applicable leave of absence, accommodation and attendance policies. This may result in termination if the employee has no other SVH-provided leave available to her or him that applies to the continued absence. Likewise, following the conclusion of the FMLA/CFRA leave, the hospital's obligation to maintain the employee's group health plan benefits ends (subject to any applicable COBRA rights).



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Employees returning from a leave of absence related to active military service and/or militaryrelated events must submit an application for reemployment, as outlined below.

PROCEDURE:

When seeking leave under this policy, employees must notify their direct supervisor, and provide Human Resources with the following:

- A minimum of thirty (30) days' advance notice of the need to take leave if the need for leave is foreseeable; or notice as soon as practicable in the case of unforeseeable leave and in compliance with the hospital's normal call-in procedures, absent unusual circumstances. Unless military necessity prevents it, or is otherwise impossible or unreasonable, notice of the need for leave for active service or other military-related events should be given as far in advance as is reasonable under the circumstances.
- 2) When requesting military caregiver leave, medical certification supporting the need for leave due to a serious injury or illness condition affecting the requesting employee's immediate family member within fifteen (15) calendar days of the hospital's request for the certification (additional time may be permitted in some circumstances).
- 3) When requesting qualifying exigency or active military service leave, appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, if applicable, the amount of leave needed and the employee's relationship to the military member.
- 4) Periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination. Leave under this policy will be governed by, and handled in accordance with, the FMLA/CFRA and other applicable laws and regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

To the extent required by law, SVH will inform employees whether they are eligible for leave under the FMLA/CFRA. Should employees be eligible for FMLA/CFRA leave, SVH will provide eligible employees with a notice that specifies any additional information required as well their rights and responsibilities. SVH will also inform employees if leave will be designated as FMLA/CFRA-protected and, to the extent possible, note the amount of leave counted against



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employees' leave entitlement. If employees are not eligible for FMLA/CFRA leave, SVH will provide a reason for the ineligibility.

Reemployment after Completion of Active Military Service

Upon an employee's application for reemployment, the employee must provide Human Resources with military discharge documentation to establish the timeliness of the application for reemployment, the duration of the military service, and the honorable discharge from the military service.

Application for Reemployment

An employee who has engaged in military service must, in order to be entitled to the reemployment rights set forth above, submit an application for reemployment according to the following schedule:

- If service is less than thirty-one (31) days (or for the purpose of taking an examination to determine fitness for service) - the employee must contact their direct supervisor requesting reemployment on the first calendar day following completion of service and the expiration of eight (8) hours after a time for safe transportation back to the employee's residence, to discuss placement on the work schedule.
- If service is for thirty-one (31) days or more but less than one-hundred and eighty-one (181) days - the employee must submit an application for reemployment with Human Resources no later than fourteen (14) days following the completion of service.
- 3) If service is over one-hundred and eighty-one (181) days the employee must submit an application for reemployment with Human Resources no later than ninety (90) days following the completion of service.
- 4) If the employee is hospitalized or convalescing from a service-connected injury the employee must submit an application for reemployment with Human Resources no later than two years following completion of service.

Exceptions to Reemployment

In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

- 1) The hospital's circumstances have changed so as to make reemployment impossible or unreasonable.
- 2) Reemployment would pose an undue hardship upon the hospital.



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- 3) The employee's employment prior to the military service was merely for a brief, nonrecurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.
- 4) The employee did not receive an honorable discharge from military service.

This policy is intended to comply with all applicable federal and/or state law. In the event of any inconsistency between this policy and applicable federal or state law, the federal or state law will prevail.

REFERENCES:

Uniformed Services Employment and Reemployment Rights Act (USERRA) CA Mil. and Vet. Code Sec. 394, Sec. 395 Society for Human Resource Management (SHRM)

OWNER:

Director of Human Resources

AUTHORS/REVIEWERS:

Lynn McKissock, Director of Human Resources

APPROVALS:

Policy & Procedure Team: 1/15/19 Board Quality Committee: The Board of Directors:



SUBJECT: Tracking of On-Duty Staff During a Disaster

DEPARTMENT: Organizational

POLICY #EP8610-104

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PURPOSE:

To provide guidance and direction for immediate and ongoing location tracking of all on-duty staff in the event of a disaster and in the event of Hospital evacuation.

POLICY:

Sonoma Valley Hospital (SVH) requires immediate identification, documentation and ongoing updates as to the location and contact information for every on-duty employee in the event of a disaster. If on-duty staff are evacuated or relocated as a result of the disaster, SVH will document the specific name and location of the receiving facility or other location. This documentation/information is to be kept readily available, accurate, and shareable among officials, as requested.

PROCEDURE:

In the event Disaster Code Activate is announced overhead, all departments/employees are responsible for the following:

- 1) In accordance with the Department Response Guidelines, immediately submit the Disaster Response Department/Unit Assessment (DRDA) form, which includes the identification of total on-duty staff in that department/unit, to the Incident Command Center (ICC).
- 2) All patient-care staff are to be identified on the DRDA form, including full name and contact information (i.e. cell phone number); ICC is to provide a copy to Labor Pool.
- 3) All staff not directly involved in patient care are required to personally report to the Labor Pool for identification and recording of contact information and location.
- 4) If computer access is available, a report from the time and attendance system will be run by Human Resources to identify all staff currently clocked in and will submit to the Labor Pool for cross reference.
- 5) Labor Pool is responsible for logging all reported staff, including current location and direct contact information. Labor Pool will cross reference this log with the time and attendance report to ensure full accountability of all on-duty staff at the onset of the disaster.
- 6) Before an employee leaves the hospital premises (either at shift change or due to evacuation) the employee must report to the Labor Pool and provide the specific name and location as to their destination.



SUBJECT: Tracking of On-Duty Staff During a Disaster

POLICY #EP8610-104

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- 7) Employees involved in direct patient care and unable to personally report to the Labor Pool due to evacuation will have their specific location information reported to the Labor Pool by the Nursing Supervisor on duty.
- Any employee arriving to work during a disaster must first report to the Labor Pool to provide their name, location and contact information before reporting to their department/unit.

REFERENCES:

CIHQ/CFR 482.15(b)(1)

OWNER:

Director of Human Resources

AUTHORS/REVIEWERS:

Lynn McKissock, Director of Human Resources

APPROVALS:

Policy & Procedure Team: 12/18/18 Board Quality Committee: The Board of Directors:



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PURPOSE:

Patients seeking treatment in the Emergency Department of admitted to the hospital have a right to discharge planning services. This policy has a twofold purpose. First, to help prepare the homeless patient for return to the community by connecting them with available resources, treatment, shelter, and other supportive services. Second, to codify processes necessary to assure the following:

- Screening of all patients to determine if the patient is homeless;
- Evaluation of the post-discharge needs of homeless patients identified as the result of screening processes;
- Development of a discharge plan for the homeless patient that includes all elements as outlined in CA State SB 1152; and
- Implementation and maintenance of a homeless patient log.

POLICY:

Housing status will not be used to discriminate against a patient or prevent medically necessary care or hospital admission. All information about discharge will be provided in a culturally competent manner. The hospital will not "cause the transfer" of a homeless patient to another county for purpose of receiving supportive services from any agency or provider unless the hospital has received prior authorization from that entity to accept the specific patient.

Scope & Applicability:

This policy applies to any patient discharged from an inpatient unit, emergency department or outpatient ambulatory surgery.

Definition:

The following criteria define homelessness.

- The patient has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations; or
- The patient lives in a public or private place that is not designed to provide temporary living accommodations or to be used as a sleeping accommodation for human beings e.g. car, makeshift cardboard covering etc.; or



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• The patient does not have a fixed and regular nighttime residence.

PROCEDURE:

I. Initial Screening of Patients:

- 1. All patients are screened for homeless status at the time of admission to outpatient (ED or SCU) or inpatient services by registration clerk. If the patient refuses to state whether they are homeless, this will be documented on the Face Sheet in the Homeless status field.
- 2. The registration clerk enters the homeless status on the Face Sheet in the correct field.
- 3. Upon request, Information Systems runs a report that will be used as the required "Homeless Log" and provides it to the Case Management Social Worker.
- II. Discharge Planning Process Responsibilities: The hospital will prepare an individual discharge plan for each homeless patient which will be guided by the best interests of the patient, their mental and physical condition, and their preferences for placement.
 - 1. Admitting provides the Case Management Social Worker a copy of the Face Sheet for all patients identified as homeless.
 - Ambulatory Surgery will complete a Social Work referral if they identify a person as homeless by sending a copy of the Face Sheet to the Case Management Department.
 - 3. The Social Worker/Community Case Manager complete the Discharge Planning Worksheet (Attachment A) and ensure that the document is placed in the electronic record during normal department business hours (M-F 0800-1600).
 - 4. Nursing reviews the Face Sheet and alerts the Nursing Supervisor when the Social Worker/ Community Case Manager are not available; completes the Discharge Planning Checklist; and ensures that it is placed in the electronic record.
- III. Required Discharge Planning Elements: Each homeless patient will be offered the following services prior to discharge.
 - 1. The patient will be offered a physical exam and the physician will determine the patient's stability for discharge.



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- 2. The patient will be given referrals for any needed follow-up care, both medical and behavioral as determined by the physician. Referrals will include:
 - a. Provider name, address and phone number for follow up medical appointments;
 - b. Behavioral health providers names, addresses and phone number for follow up appointments, if applicable;
 - c. A list of county behavioral health agencies, health care and social service agencies in the region, other healthcare providers, and nonprofit social services providers; and
 - d. A list of local homeless shelters and their hours of operation, admission procedures/requirements, population served, general scope of medical and behavioral services offered, and contact information for the intake coordinator.
- 3. Referrals to the above agencies will be made through the Social Worker/Community Case Manager during regular business hours and by the Nursing Supervisor after hours and on weekends. A comprehensive list entitled: Sonoma County Homeless Resource Guide is located in the Nursing Supervisor's office, Case Management and in the Emergency Department.
- 4. The patient will be offered a meal or "to-go" meal during their admission, treatment or at time of discharge. Nursing will coordinate this with Nutritional Services and the Nursing Supervisor.
- 5. The patient will be offered vaccinations appropriate to their presenting medical condition and screening for infectious disease as identified by the Sonoma County Department of Health if applicable and as determined by the treating physician.
- 6. The patient will be provided discharge medications as determined by the treating physician. The physician should notify the Case Management Department of the need for providing medication through the hospital's Charity Medication Policy and Procedure.
- 7. If the patient's clothing is not weather-appropriate, nursing will contact either the Social Worker of Nursing Supervisor who will access the clothing closet to obtain weather-appropriate clothing.
- 8. The patient will be offered transportation through the taxi voucher system to their chosen destination if that destination is within 30 miles or 30 minutes. Nursing will contact the Nursing Supervisor to arrange for the voucher.
- 9. Admitting will screen for and assist in enrollment in any affordable health insurance coverage for which they are eligible.

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IV. Post Discharge Destination Documentation:

A post-discharge destination will be identified for each patient which may be one of the following.

- 1. A social services agency, nonprofit social services provider, or governmental services provider has agreed to accept the patient. The Social Worker/Community Case Manager or Nursing Supervisor will document the name of the person at the receiving agency or shelter who accept the patient. The hospital will provide the agency with the discharge summary, discharge instructions and any recommendations for follow-up to the accepting agency via fax transmission.
- 2. The homeless patient's "residence" which is defined as "the location identified to the hospital by the patient as their principal dwelling place."
- 3. An alternative destination, as indicated by the homeless patient.

V. Training and Updates:

- 1. The Case Management will review, add and update all referral information on an annual basis.
- 2. Initial competency will involve a review of this policy and related policies, the Homeless Discharge Planning Worksheet, and review of the Sonoma County Homeless Resource Guide. Training on updates will occur as appropriate.
- 3. Documentation of Homeless Discharge Planning Training will be maintained in Case Management, Social Work, Nursing Supervision, Surgical Services, Admitting/Patient Registration, and Nutritional Services Human Resources Files as competency validation.

REFERENCES:

Title 22, Code of Federal Regulations, Section 482.43 CIHQ Discharge Planning CA SB 1152

RELATED POLICIES:

DC8610-102 Discharge Medication Charity Program DC8610-104 Discharge Planning



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APPENDICES:

Appendix A: Homeless Patient Discharge Planning Worksheet

OWNER:

Director, Case Management

AUTHORS/REVIEWERS:

Leslie Lovejoy, Director, Case Management Mark Kobe, Chief Nursing Officer Lisa Duarte, Admitting Manager Anna Harleman, Food and Nutrition Services Manager Jennifer Medina, Social Worker

APPROVALS:

Medicine Committee: 1/10/2019 Policy & Procedure Team: 1/15/19 Medical Executive Committee: 1/17/19 Board Quality Committee: The Board of Directors: SONOMA VALLEY HOSPITAL SONOMA VALLEY HEALTH CARE DISTRICT Healing Here at Home

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Appendix A

Homeless Patient Discharge Planning Worksheet

INSTRUCTIONS: This form is to be completed at the time of discharge for any patient meeting the definition of homeless. Its purpose is to return the person back into the community by connecting him/her to available community services, resources, treatment and shelter. All sections must be completed prior to discharge.

A. <u>Discharge/Release Options:</u>

 Discussed placement options and provided patient with a list of social service agencies, nonprofit social services providers and government agencies that offer options to homeless patients.

Phone #:

□ Contact made with the following agency who agrees to receive patient:

Agency Name: _____

□ Patient refuses information and release options for discharge.

B. <u>Discharge/Release Destination</u>

Location the patient identifies as her/his principal dwelling place: _____

Any other destination the patient chooses: _____

□ Patient declines to state where he/she will go after discharge.

C. <u>Transportation:</u>

- SVH offered and provided transportation to the patient's chosen destination. Mode of Transportation was:
- □ The patient refused hospital's offer of transportation. □ SVH did not offer transportation because the chosen destination was farther than 30 miles or 30 minutes of travel time.

D. <u>Meals:</u>

Meal offered and provided.
 Meal offered but patient refused it.
 Meal medically contraindicated. Document in medical record reasoning.

- E. <u>Clothing:</u> assess the clothing the patient owns. Remove patient wristband and don't allow patient to leave in hospital gown. Provide patient with garments as needed from clothing closet.
 □ Patient's clothing is adequate for the weather.
 - Patient's clothing is inadequate, weather appropriate clothing was offered and provided to the patient.
 - Patient's clothing is inadequate, but patient refused the offer and provision of weather appropriate clothing.

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F. Medications:

□ Physician did not prescribe medication for patient.

- □ SVH does not have an onsite pharmacy licensed and staffed to dispense outpatient medications so patient was given written prescriptions.
- SVH provided 30-day supply of critical medications through the hospital's charity medication Program. Pharmacy Name: ______ Phone #: ______
- G. <u>Infectious Diseases:</u> ensure that documentation, including informed refusal, is present in the medical record.
 - □ The patient was screened for infectious disease(s) common to Sonoma County as determined by the Sonoma County Health Department.
 - $\hfill\square$ The patient was offered above screening, but the patient refused screening.
 - □ The patient was referred for screening at: _____
 - □ Sonoma County Public Health Department has not identified infectious diseases common to the region in which this hospital is located.
- H. <u>Vaccinations:</u> ensure that documentation, including informed refusal, is present in the medical record.
 - □ The patient was offered and given vaccination(s) appropriate to his/her presenting medical condition. □ The patient refused the offered vaccination(s).
 - □ There are no vaccination(s) appropriate for the patient's presenting medical condition.
- I. Follow-up Care:
 - □ Follow up care and medical needs were communicated to the patient by:
 - MD/RN
 - □ Follow up medical care is not medically necessary.
 - □ The patient was referred to the following source for follow-up medical care:
- J. Follow-up Behavioral Health Care:
 - □ Patient was given a medical screening exam and evaluation, and physician has determined that follow-up behavioral health care is not needed.
 - Patient was given a medical screening exam and evaluation, the physician has determined that follow-up behavioral health care is needed. The patient was referred to:
 Name of professional, clinic or facility: _________
 Address: ________ Phone# _______

□ If Applicable, a good faith effort was made to contact:



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□ The patient's health plan and enter name of plan and date/time of contact:

	 ,
□ The patient's primary provider:	 _; or
□ Another appropriate provider: _	

K. Insurance Coverage: the patient was screened for eligibility for Medi-Cal, etc.
 Patient has insurance currently
 Patient not eligible for any affordable coverage
 Patient declined enrollment assistance
 Patient was helped to enroll in ______



SUBJECT: Hospital Paging Protocol for Emergency Codes

DEPARTMENT: Organizational

POLICY #EP8610-105

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PURPOSE:

To provide a consistent approach to overhead paging of all emergencies by PBX. A consistent, unified approach maximizes the announcement of the emergency to the occupants of the facility and alerts the proper team to the location of the emergency within the facility

POLICY:

Please refer to the following policies for specific actions related to the specific emergency:

- 1. Code Management for Patient Emergency: Code Blue QS8610-106
- 2. Code Stroke Paging NS8610-124
- 3. Code Neonate PC8610-174
- 4. Infant/Pediatric Security-Code Pink & Purple CE8610-148
- 5. Emergency Operations Plan EM8610-100
- 6. Hazardous Material Spill Response Policy EVHAZ8610-109
- 7. Fire Drill Procedure CE8610-136
- 8. Bomb and Telephone Threat Policy EC-SEC8610-110
- 9. Aggressive Behavior Management-Code Grey EC-SEC8610-102
- 10. Hostage/Active Shooter: Code Silver CE8610-147

All announcements for all codes will be the same. At the outset of the emergency, staff should call 5555 and report the Code and location. Operator will then announce the code and location on the overhead paging system TWICE IN SUCCESSION, PAUSE 5 SECONDS AND REPEAT THE ANNOUNCEMENT X 1.

PLEASE NOTE: THERE IS NO FURTHER NEED BY STAFF TO 'CLEAR OR SECURE' THE EMERGENCY.

Please note: if there is no response to the code announcement within a reasonable time period, staff should dial 5555 and ask for the code to be re-announced.

REFERENCES:

CIHQ 42CFR 482.41 CE-4 Providing a Secure Environment

OWNER:

President & CEO



SUBJECT: Hospital Paging Protocol for Emergency Codes

DEPARTMENT: Organizational

POLICY #EP8610-105

PAGE 2 OF 2 EFFECTIVE:

REVIEWED/REVISED:

AUTHORS/REVIEWERS:

Mark Kobe, Chief Nursing Officer

APPROVALS:

Policy & Procedure Team: 1/15/19 Board Quality Committee: The Board of Directors: