



**SONOMA VALLEY HEALTH CARE DISTRICT
GOVERNANCE COMMITTEE MEETING**

AGENDA
Wednesday, January 22, 2020
8:00 AM

**SONOMA VALLEY HOSPITAL
ADMINISTRATIVE CONFERENCE ROOM
347 ANDRIEUX ST SONOMA CA 95476**

AGENDA ITEM	RECOMMENDATION	
In compliance with the Americans with Disabilities Act, if you require special accommodations to participate in a District meeting, please contact the District Clerk, Vivian Woodall vwoodall@sonomavalleyhospital.org or (707) 935.5005 at least 48 hours prior to the meeting.		
MISSION STATEMENT <i>The mission of the SVHCD is to maintain, improve, and restore the health of everyone in our community.</i>		
1. CALL TO ORDER/ANNOUNCEMENTS	<i>Boerum</i>	
2. PUBLIC COMMENT SECTION <i>At this time, members of the public may comment on any item not appearing on the agenda. It is recommended 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.</i>		
3. CONSENT CALENDAR: • Meeting minutes 11.14.19	<i>Boerum</i>	Action
4. MEDIA COMMUNICATIONS POLICY	<i>Boerum</i>	Inform/Action
5. SVHCD/SVHF MEMORANDUM OF UNDERSTANDING	<i>Boerum</i>	Inform/Action
6. CEO ANNUAL EVALUATION PROCEDURE AND SCHEDULE POLICY	<i>Boerum</i>	Inform/Action
7. ESTABLISHMENT OF ANNUAL CEO OBJECTIVES POLICY	<i>Boerum</i>	Inform/Action
8. SET CALENDAR FOR 2020	<i>Boerum</i>	Inform/Action
9. NEXT MEETING DATE	<i>Boerum</i>	Inform
10. ADJOURN	<i>Boerum</i>	



**SONOMA VALLEY HEALTH CARE DISTRICT
GOVERNANCE COMMITTEE MEETING**

AGENDA
Thursday, November 14, 2019
8:00 AM

ADMINISTRATIVE CONFERENCE ROOM
347 ANDRIEUX STREET, SONOMA, CA 95476

AGENDA ITEM	RECOMMENDATION	
In compliance with the Americans with Disabilities Act, if you require special accommodations to participate in a District meeting, please contact the District Clerk, Stacey Finn, at sfinn@svh.com or (707) 935.5004 at least 48 hours prior to the meeting.		
MISSION STATEMENT <i>The mission of the SVHCD is to maintain, improve, and restore the health of everyone in our community.</i>		
1. CALL TO ORDER/ANNOUNCEMENTS	<i>Boerum</i>	
Called to order at 8:00 am.		
2. PUBLIC COMMENT SECTION <i>At this time, members of the public may comment on any item not appearing on the agenda. It is recommended 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.</i>		
No public present		
3. CONSENT CALENDAR Minutes for 07.24.19 & 10.03.19	<i>Boerum</i>	Action
Minutes for 07.24.19 were not available.		MOTION: by Rymer to approve 10.03,19 minutes. All in favor. Chair to convene with staff to prepare 07.24.19 minutes.
4. BOARD ORIENTATION GUIDE	<i>Committee</i>	Inform/Action
The Orientation Guide was reviewed. The Committee requested that all links be updated and an updated organization chart be added.		MOTION: by Rymer to approve subject to corrections and recommend to the Board with stated changes. All in favor.
5. GUIDELINES FOR BOARD MEETING MINUTES POLICY	<i>Committee</i>	Inform/Action
Reviewed; no changes.		MOTION: by Rymer to approve. All in favor.

6. TRAVEL AND EXPENSE REIMBURSEMENT POLICY	<i>Committee</i>	Inform/Action
Reviewed and revisions made to the policy in real time.		MOTION: by Rymer to approve with revisions. All in favor.
7. MEDIA COMMUNICATIONS POLICY	<i>Committee</i>	Inform/Action
The Chair recalled an update to this policy from 2018, so the document in the packet is not the most current.		Hold over to the next Committee meeting to review the most recent document.
8. MEMO OF UNDERSTANDING BETWEEN SVHCD AND SVHF FOR FUNDRAISING ACTIVITIES POLICY		Inform
A brief discussion of the MOU with the Foundation was added to the agenda. The most recent MOU was not the one reviewed at the November 7 th Board meeting. Mr. Rymer questioned whether the correct document needed to be brought back to the Board. The Chair said the Board action did not need to be rescinded.		Review of the 2016 MOU to be added to the next meeting agenda and included in the meeting packet.
9. NEXT MEETING DATE	<i>Boerum</i>	Inform
Next meeting date will be January 22, 2020, at 8 am.		
10. ADJOURN	<i>Boerum</i>	
8:18 a.m.		



MEDIA COMMUNICATIONS BOARD POLICY #P-2017.12.07-2

The purpose of this policy is to clarify and improve procedures for communicating information to the public and stakeholders through the news media about the issues decisions, actions and programs concerning the Sonoma Valley Health Care District (the District) and the Sonoma Valley Hospital (the Hospital). This policy applies to all media-based public communications.

- Local, regional and national news and feature media, both print and electronic
- Industry news media and websites
- SVH/Board website
- Social media (i.e. Facebook, Twitter)

POLICY

It is the policy of the District and the Hospital to provide accurate and timely information to the media on a regular basis in order to foster and maintain open communications and to provide transparency for the media and the public. This information shall include, but not be limited to, decisions, policies, operating results, quality ratings, and Hospital programs and service offerings.

The District and Hospital shall be accessible to the media and public and shall respond to inquiries relevant to its mission, policies and decisions in a timely manner, but with the understanding that the District/Hospital may require time to gather information before responding.

In instances where a discussion of an issue is in the public interest, the Chair shall place the issue on the agenda for the next regularly scheduled Board meeting or at a special Board meeting called to discuss the issue.

District and Hospital communications will not disclose patient information in compliance with HIPAA guidelines.

RESPONSIBILITIES

The District Chief Executive Officer (CEO) shall be responsible for ensuring that all District/Hospital communications are in compliance with the Media Communications Policy.

The Board Chair shall be responsible for identifying and approving all media announcements relating to Board decisions and actions.

PROCEDURES

The CEO shall develop and present to the District Board an annual communications plan encompassing both public information and marketing communications strategies and initiatives.

The CEO shall plan and implement public communications initiatives that enhance media and public understanding of the District and Hospital and the role each plays in serving the health and wellbeing of the community.

The CEO shall coordinate with the Board Chair the dissemination to the media of Board announcements, decisions and initiatives.

The CEO shall ensure that information on the Hospital's website and Facebook page is regularly updated.

The CEO shall maintain a current list of local/regional media and key contacts, with information on deadline requirements, for dissemination of District/Hospital news.

The CEO shall develop and maintain an online media communications program through social media to reach members of the public who cannot be reached through print media.

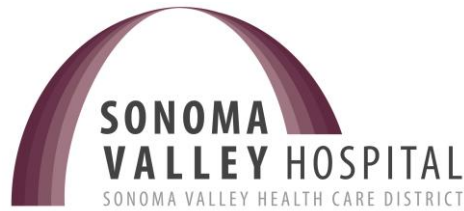
District Board members contacted by media outlet for comments should confer with the Board Chair prior to responding to ensure accuracy of information.

Hospital employees shall not make statements to media or through media on behalf of the Hospital and/or Board without authorization from the CEO or the Board Chair.

EXCEPTIONS TO POLICY

The CEO will obtain approval from the Board Chair prior to releasing information to the media in matters dealing with issues of community and political sensitivity regarding District and/or Hospital policy or operations.

In the event of an activation of the Hospital's Emergency Operations Plan (EOP,) the sole spokesperson for the District and the Hospital shall be the designated Public Information Officer. No other Hospital employee or District Board member shall make any comments or communications to any media outlet during the time the EOP is in effect.



Healing Here at Home

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
SONOMA VALLEY HEALTH CARE DISTRICT AND
THE SONOMA VALLEY HOSPITAL FOUNDATION
FOR FUND RAISING ACTIVITIES
BOARD POLICY #P-_____**

This Agreement is made and executed in Sonoma, California, on June 13, 2016, by and between the Sonoma Valley Health Care District (hereinafter referred to as "District"), a District duly organized and existing under the Local Health Care District Law of the State of California (California Health and Safety Code, Division 23, Sections 3200-32492), with its principal place of business at Sonoma, California and the Sonoma Valley Hospital Foundation, a hospital foundation organized and operating as a tax-exempt 501(c)(3) corporation with its principal place of business at Sonoma, California (hereinafter referred to as "Foundation"). The District and the Foundation may be referred to herein as "Party" or "Parties." The District and the Foundation desire to enter into this Agreement for fund raising activities with respect to the following:

RECITALS

Whereas, the District and the Foundation agree that significant philanthropic support is needed to continue to provide patient-focused, state-of-the-art health care and health-related programs to residents and visitors in its service area; and

Whereas, the District and the Foundation agree that such support can most effectively be garnered through a hospital foundation operated as a 501(c)(3) corporation, and as such an organization, the Foundation is best suited to provide and develop philanthropic support for the District; and

Whereas, the District and the Foundation agree that in order to provide and develop philanthropic support for the District, the Foundation will develop and implement a fund - development program in support of health care for residents and visitors of the District.

Now therefore, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, it is agreed:

1. Responsibilities and Mutual Expectations

A. Responsibilities of the Foundation

- i. The Foundation will develop, implement and refine a rolling three-year

philanthropic strategic plan to maximize community support for the health care of the residents and visitors of the District.

- ii. The Foundation will continue to work with the Hospital and District leadership to determine annual and longer term goals and mission.
- iii. The Foundation agrees to support the capital, program, and other needs of District-owned facilities and District-operated programs.
- iv. The Foundation shall ensure there are two (2) ex-officio directors on the Foundation Board. Ex-officio directors shall be selected as follows: one shall be selected by the Board or Directors of the District; one shall be selected by the CEO of the Hospital.
- v. The Foundation will accept and process all gifts in accordance with all applicable laws and regulations.
- vi. The Foundation shall operate according to fundraising best practices and ethical standards.
- vii. The Foundation shall make its books and records available to the District and its agents for review and inspection upon reasonable written notice and at reasonable times.

B. Responsibilities of the District.

- i. The District will direct all charitable contributions in support of the District to the Foundation for acceptance and gift processing. If unusual circumstance requires a gift to be accepted directly by the District, the District will do so in accordance with the Foundation's Gift Acceptance Policy. (see attachment)
- ii. The District agrees to honor donor instructions by using the restricted funds it receives from the Foundation only for the purposes intended by the donor.
- iii. The District shall select one (1) ex-officio director on the Foundation Board, as described in Section 1.A.iv above.
- iv. The District agrees to make all books and records pertinent to the Foundation available to the Foundation for review and inspection upon reasonable notice and at reasonable times.
- v. The District shall be responsible for funding 50% of the cost for annual independent audits of the Foundation's financial statements.

2. Request for and Transfer of Funds

- A. All grant funding requests for the District from the Foundation will be submitted in writing to the Foundation and have the Hospital CEO's written approval. The Foundation agrees to review grant requests submitted by the CEO within sixty (60) calendar days or receipt.
- B. If a grant is approved by the Foundation Board, the Foundation will notify the primary project contact, as indicated on the grant application, within seven (7) calendar days of approval.

- C. If a grant is denied by the Foundation Board, explanation of the Board's decision will be submitted in writing to the Hospital CEO within seven (7) calendar days.
- D. Grants approved by the Foundation Board will be paid within thirty (30) days of receiving request for payment, which shall be submitted in writing by the Hospital CEO and shall be accompanied by the invoice or purchase order showing the equipment and/or services.

3. Funding Cost of Foundation Operations

- A. Based on a budget approved by the Foundation Board, the Sonoma Valley Hospital will assist in funding an agreed upon portion of operating expenses of the Foundation.

4. Terms and Termination

- A. *Term.* The term of this Agreement shall automatically renew at midnight on June 30 of each calendar year unless either Party exercises their right to terminate the Agreement under Section B below.
- B. *Termination.* This Agreement may be terminated by either Party, with or without cause, by giving sixty (60) days written notice as provided in Paragraph 11 of this Agreement.
- C. *Dissolution and Distribution of Assets.* In the event that this MOU is terminated or the Foundation be dissolved by the Foundation Board, all properties, monies, and assets will be distributed as outlined in the Fourth section of the Foundation's Articles of Incorporation.

5. Negotiation and Mediation Clause. In the event of disagreement or dispute between the Parties arising out of or connected with this Agreement, the disputed matter shall be resolved as follows:

- A. *Negotiation.*
 - i. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between District and Foundation Board Chairs. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the chairs of both parties

- shall meet at a mutually acceptable time and place.
- ii. Unless otherwise agreed in writing by the negotiating parties, the above described negotiation shall end at the close of the first meeting of chairs described above ("First Meeting"). Such closure shall not preclude continuing or later negotiations, if desired.
 - iii. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.
 - iv. At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to the Agreement except to pursue a provisional remedy that is authorized by law or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph i above.
 - v. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Paragraphs i and ii above are pending and for 15 calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling.

B. Mediation.

- i. If the matter is not resolved by negotiation pursuant to paragraphs i -v above, then the matter will proceed to mediation as set forth below.
- ii. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief request.
- iii. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted for mediation.
- iv. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.
- v. All offers, promises, conduct and statements, whether written or oral, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. **Forum.** Any mediation to enforce or interpret the provisions of this Agreement or the Parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the County of Sonoma, California, or within one or such County's incorporated cities.
8. **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
9. **Integration.** This Agreement contains the entire agreement among the Parties and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations among the Parties. No amendments to this Agreement shall be binding unless executed in writing by all of the Parties.
10. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
11. **Notices.** Any notice required by this Agreement shall be effective only if sent by certified or registered mail, postage prepaid, as follows:

If to District:

Chair, Board of Directors and President/CEO
Sonoma Valley Hospital, 347 Andrieux St, Sonoma, CA 95476

If to Foundation:

Chair, Board of Directors and Executive Director
Sonoma Valley Hospital Foundation, 347 Andrieux St, Sonoma, CA 95476

For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given on the second business day after mailing, if mailed to the Party to whom notice is to be given in the manner provided in this Section. Either Party may, at any time, change its address designated above by giving to the other Party thirty (30) days' written notice of the new address to be used for the purposes of this Section.

12. **Assignability.** Neither this Agreement nor any duties or obligations hereunder shall be assignable by any Party hereto without the prior written consent of the other Parties.

In witness whereof, the Parties have executed this Agreement as of the date first above written.

Sonoma Valley Health Care District

By: _____
Jane Hirsch, Chair, Board of Directors

By: _____
Sharon Nevins, Treasurer, Board of Directors



POLICY CONCERNING CEO ANNUAL EVALUATION PROCEDURE AND SCHEDULE
P-2019.10.03-3XXXX

A standard process and timetable for accomplishing an objective evaluation of the District's CEO is essential to the effective management of the District and the Hospital. Because the evaluation must be based on the operating results of the prior fiscal year the process cannot start until these results are available at the end of July of each year beginning of the following fiscal year. Accordingly it will be the policy of the District Board to adhere to the following process and timetable for the evaluation.

1. The Board shall annually review the performance of the CEO and President of the District.
2. The Board shall establish a Board Advisory Committee (the Committee) during the regular July Board meeting to evaluate the performance of the CEO during the prior fiscal year and to prepare a CEO Evaluation Report for submission to the full Board for review, refinement and approval in September or October.
3. The Board Chair shall appoint, with the Board's approval, two Board members to the Committee at the same July meeting that the Committee is established.
4. The Committee shall make the evaluation of the CEO's performance based on a comparison of the final results of the prior fiscal year compared to the Board approved objectives and on a summary of the information gained through the use of the survey of board and selected staff, tool used during the 2012 performance evaluation (or similar instrument approved in advance by the Board)
5. The Committee shall request the following individuals complete the survey.
 - a. The five members of the District Board of Directors
 - eb. The outgoing Chair of the Medical Executive Committee
 - ec. The Hospital Administrative Leadership Team, including the Chief Medical OfficerThis list may only be amended by a vote of the Board at a regular Board meeting.
The survey shall be issued by and returned to the HR Director of the Hospital.
6. The Committee shall prepare a summary of the survey information for inclusion in the CEO Evaluation Report.
7. The Committee may also consider other objective, measurable metrics.

8. The CEO Evaluation Report prepared by the Committee shall contain a recommendation to the Board for the CEO's compensation for the coming year and a calculation of the bonus earned for performance against the agreed upon objectives for the year.

9. The Committee shall be dissolved after the Board acts on the report and its recommendations.

10. Nothing in this Board Policy shall preclude the Board from conducting a performance evaluation of the CEO and taking appropriate action at any time.

11. An overview of the process steps by month is attached to this policy.

Signature

Date

Print Name

OVERVIEW OF PROCESS – ANNUAL CEO PERFORMANCE EVALUATION

June

- Board chair puts agenda item on July Board calendar to appoint Compensation Committee members

July

- Board Chair identifies two Board members to serve as Compensation Committee for year
- Board approves the appointments during July Board meeting

July/early August

- CEO compiles accomplishments for previous year and provides those to the all board members
- CEO develops a proposed set of objectives for current year, these are reviewed initially by the Compensation Committee and then approved by Board no later than its September meeting
- After the Board has the opportunity to review CEO accomplishments for previous year, a survey is sent out with the assistance of the HR Director requesting input on CEO performance. Survey goes to Board, Chief Medical Officer, Chief of Staff (for the previous year if Chief has changed),
- Select group of SVH leaders (typically, the entire Administrative Leadership Team) are asked for feedback, via a request from Compensation Committee (a formal survey can be used or simply a request for feedback). At a minimum, this should include CFO, CNO, CIO, Director of Facilities, Executive Director of SVH Foundation, HR Director, Chief Ancillary Officer.

September/October (or after year-end financials are approved/audited)

- CEO submits metrics for previous CEO Incentive Results, to be reviewed by Compensation Committee and from those a recommendation is developed for bonus compensation payment for the prior year.
- The Compensation Committee writes letter to Board summarizing the bonus calculations and recommending an incentive bonus to Board for action/approval at the October meeting
- Compensation Committee compiles all comments regarding performance evaluation, and forwards to Board for review at a closed session, typically before the October Board Meeting.

October/November

- Compensation Committee prepares a summary evaluation document for Board review at a closed session. CEO is invited to present thoughts regarding accomplishments of previous year, then leaves closed session while Board discusses performance. CEO returns to closed

session, is given verbal feedback and signs summary document along with Compensation Committee members for personnel file.

- Compensation Committee also makes recommendation via letter to the Board for potential salary increase at closed session. Salary increase to be agenda item for regular Board meeting for action/approval by Board.



POLICY CONCERNING ESTABLISHMENT OF ANNUAL CEO OBJECTIVES
P-2019.10.03.-4

A standard process and timetable for establishing the District's CEO's annual objectives is essential to the effective management of the District and the Hospital. Because the objectives must be based on the Hospital's Strategic Plan and the upcoming fiscal year's budget, the process cannot start until these documents have been approved ~~in June~~ no later than the end of the ~~of each~~ fiscal year.

Accordingly it will be the policy of the District Board to adhere to the following process and timetable for the establishment of the CEO's annual objectives.

1. The Board shall annually set the Hospital CEO's objectives for each fiscal year.
2. The Board shall annually establish a Board Advisory Committee (the Committee), no later than the regular ~~September~~ July Board meeting to work with the CEO to identify the significant problems/issues facing the Hospital and the District and to develop the annual CEO objectives to address these problems/issues. This same Committee can be tasked with undertaking the annual evaluation of the CEO.
3. The Committee shall be comprised of two Board members approved by a vote of the Board at the same regular Board meeting that the Committee is established.
4. The Committee as a temporary advisory board committee, and not a standing board committee, is not subject to the Brown Act.
5. The draft objectives shall be ~~developed~~ drafted by the ~~Committee~~ CEO during the first two months of ~~June~~ fiscal in collaboration with the ~~CEO~~ Committee. These objectives are then ~~for~~ reviewed in closed session by the Board in conjunction with the regular ~~October~~ September Board meeting, The Board may hold additional closed sessions as necessary to finalize the objectives prior to their presentation for approval at a regular Board meeting.
6. These objectives shall be measurable on a monthly basis, to the degree possible, so that the CEO is able to provide a written report on progress toward their achievement at each regular monthly Board meeting.
8. The Committee shall be disbanded when the CEOs annual objectives have been adopted by the Board.

Signature

Date

Print Name