



**SONOMA VALLEY HEALTH CARE DISTRICT
BOARD OF DIRECTORS**

AGENDA

THURSDAY, JANUARY 5, 2023

REGULAR SESSION 6:00 P.M.

HELD VIA ZOOM VIDEOCONFERENCE ONLY

**To participate via Zoom videoconferencing
use the link below:**

[https://sonomavalleyhospital-
org.zoom.us/j/95144342638?pwd=ektxczd5cUJCTzkvNWNXdjY5WmNWZ
z09](https://sonomavalleyhospital-org.zoom.us/j/95144342638?pwd=ektxczd5cUJCTzkvNWNXdjY5WmNWZz09)

and enter the Meeting ID: 951 4434 2638, Passcode: 876117

**To participate via telephone only,
dial: 1-669 900 9128 or 1-669 219 2599**

and enter the Meeting ID: 951 4434 2638, Passcode: 876117

In compliance with the Americans Disabilities Act, if you require special accommodations to participate in a District meeting, please contact Interim District Clerk Stacey Finn at sfinn@sonomavalleyhospital.org at least 48 hours prior to the meeting.	RECOMMENDATION		
AGENDA ITEM			
MISSION STATEMENT <i>The mission of SVHCD is to maintain, improve, and restore the health of everyone in our community.</i>			
1. CALL TO ORDER	<i>Bjorndal</i>		
2. PUBLIC COMMENT <i>At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for Board consideration.</i>			
3. BOARD CHAIR COMMENTS	<i>Bjorndal</i>		
4. CONSENT CALENDAR a. Board Minutes 12.08.22 b. Finance Committee Minutes 11.22.22 c. Quality Committee Minutes 10.26.22 d. Medical Staff Credentialing e. Policies and Procedures	<i>Bjorndal</i>	Action	Pages 3-6 Pages 7-9 Pages 10-11 Pages 12-16
5. SVHCD BYLAWS REVISION	<i>Bjorndal</i>	Action	Pages 17-34
6. BOARD MEMBER COMMITTEE ASSIGNMENTS	<i>Bjorndal</i>	Action	Page 35

7. ANCILLARY SERVICES ANNUAL REPORT	<i>Kuwahara</i>	Inform	Pages 36-49
8. QUALITY COMMITTEE QUARTERLY REPORT	<i>Kornfield Idell</i>	Inform	Pages 50-51
9. CHFFA BRIDGE LOAN PROGRAM YEAR II – LOAN DOCUMENTS	<i>Armfield</i>	Action	Pages 52-67
10. BOARD 2023 WORK PLAN	<i>Bjorndal</i>	Action	Pages 68-69
11. QUALITY COMMITTEE 2023 WORK PLAN	<i>Kornfield Idell</i>	Action	Page 70
12. CEO REPORT	<i>Hennelly</i>	Inform	Pages 71-72
13. UCSF AFFILIATION UPDATE	<i>Hennelly</i>	Inform	Page 73
14. EPIC UPDATE	<i>Hennelly/ Resendez</i>	Inform	
15. ODC UPDATE	<i>Drummond/ Hennelly</i>	Inform	
16. FINANCIALS FOR MONTH END NOVEMBER 2022	<i>Armfield</i>	Inform	Pages 74-77
17. BOARD COMMENTS	<i>Board Members</i>	Inform	
18. ADJOURN	<i>Chair</i>		

Note: To view this meeting you may visit <http://sonomatv.org/> or YouTube.com.



**SONOMA VALLEY HEALTH CARE DISTRICT
BOARD OF DIRECTORS' REGULAR MEETING**

MINUTES

THURSDAY, DECEMBER 8, 2022

HELD VIA ZOOM VIDEOCONFERENCE

	RECOMMENDATION	
SONOMA VALLEY HOSPITAL BOARD MEMBERS 1. Joshua Rymer, outgoing Chair, Present 2. Judith Bjorndal, MD, First Vice Chair, Present 3. Michael Mainardi, Second Vice Chair, Absent 4. Bill Boerum, Treasurer, Present 5. Susan Kornblatt Idell, Secretary, Present 6. Wendy Lee Myatt, Present 7. Denise M. Kalos, Present		
MISSION STATEMENT <i>The mission of SVHCD is to maintain, improve and restore the health of everyone in our community.</i>		
1. CALL TO ORDER	<i>Rymer</i>	
Meeting called to order at 6:00 p.m.		
2. PUBLIC COMMENT	<i>Rymer</i>	
None		
3. BOARD CHAIR COMMENTS	<i>Rymer</i>	
None		
4. CONSENT CALENDAR	<i>Rymer</i>	Action
a. Board Minutes 11.03.22 b. Finance Committee Minutes 10.25.22 c. Governance Committee Minutes 09.29.22 d. Medical Staff Credentialing e. Policy and Procedures		
<p>Dr. Bjorndal removed Item 4e for a brief discussion. Patient care policies go through Quality Committee review; non-patient care policies currently go directly from staff to the CEO and to the full Board without any Board committee review. The new policy template should have the notation "reviewed by Quality Committee" removed and replaced with "reviewed by CEO" where appropriate.</p> <p>Ms. Kornblatt Idell asked if the Board were agreeable with this. Mr. Rymer and Mr. Boerum were not comfortable with a policy not reviewed by a Board committee. Mr. Rymer recommended approval of policies on tonight's agenda but that Governance Committee review the process of how future non-patient care policies are approved.</p>		<p>MOTION: by Boerum to approve Items 4a – 4d, 2nd by Kornblatt Idell. All in favor.</p> <p>MOTION: by Boerum to approve Item 4e with changes, 2nd by Kornblatt Idell. All in favor.</p>
5. PRESENTATION OF NEW BOARD MEMBER SWEARING-IN EVENT	<i>Rymer</i>	Inform
Mr. Rymer welcomed new Board members Wendy Lee Myatt and Denise M. Kalos.		

6. ELECTION OF SVHCD BOARD CHAIR AND OFFICERS	<i>Bjorndal</i>	Action
<p>Ms. Kornblatt Idell nominated Dr. Bjorndal for Chair; there were no other nominations.</p> <p>Dr. Bjorndal nominated the following slate of officers: Mr. Boerum for Treasurer, Ms. Kornblatt Idell for 1st Vice Chair, Ms. Lee for Secretary, Ms. Kalos for 2nd Vice Chair.</p>		<p>MOTION: by Kornblatt Idell nominating Dr. Bjorndal for Chair, 2nd by Lee. All in favor.</p> <p>MOTION: by Boerum approving the slate of officers, 2nd by Kornblatt Idell. All in favor.</p>
7. APPROVAL OF TEMPORARY MRI CONCEPT REVIEW	<i>Hennelly/ Drummond</i>	Action
<p>Mr. Hennelly indicated he had had this item reviewed by some Finance Committee members. He recommended the MRI be placed in the north parking lot for about 12 months before the move to its permanent location. This is an opportunity to activate the MRI approximately 12-14 months early. At the same time the permanent location project would begin (a separate prefab permanent unit on the north side of the hospital); it will not be connected or covered. The temporary project is expected to cost approximately \$1.2M installed; with \$225k labor, the total investment is \$1.405M. Days' cash would immediately reduce by six days with this cash layout.</p> <p>Because the scans are much quicker with the new machine, wait time should be reduced from two weeks to two days. The current 1.5-Tesla has one tech; plans are currently under way to train additional x-ray techs who have been hired in both CT and MRI.</p> <p>Sonoma Valley is capturing less than half of the MRI scans our orthopedists order. UCSF has over 10,000 waiting patients in the Bay Area; they have three 3-Tesla machines in the Bay Area. Mr. Hennelly estimated there are 2300 scans available for SVH to capture. In answer to Mr. Boerum's question, he replied that UCSF is willing to direct schedule those exams at SVH. The biggest frustration in the market is wait time, so reduced wait time will be a big draw. This information will be communicated to patients by physician offices, as well as the fact that we have a new 3-Tesla machine. This will be accomplished by visiting physician offices and print marketing. As long as the demand remains for the 1.5-Tesla machine, SVH will continue to use that as well. Not moving forward with this project would mean waiting until 2025 for the permanent 3-Tesla.</p>		<p>MOTION: by Boerum to approve, 2nd by Kornblatt Idell. All in favor.</p>
8. RESOLUTION NO. 369 HONORING MICHAEL MAINARDI, MD	<i>Chair</i>	Action
<p>Dr. Bjorndal read the resolution.</p>		<p>MOTION: by Bjorndal, 2nd by Kornblatt Idell. Vote by roll call. All in favor.</p>
9. RESOLUTION NO. 370 HONORING JOSHUA RYMER	<i>Chair</i>	Action

Dr. Bjorndal read the resolution.		MOTION: by Bjorndal, 2 nd by Kornblatt Idell. Vote by roll call. All in favor.
10. ANNUAL REPORT TO THE COMMUNITY	<i>Kruse de la Rosa</i>	Inform
Ms. Kruse de la Rosa presented highlights of the annual report, which covers the last 18 months. This will be the first bilingual report to be distributed to the community. She expected to go to press in two to three weeks and have the report distributed with the Index-Tribune in January.		
11. AUDITED FINANCIAL STATEMENTS FYE JUNE 30, 2022	<i>Boerum/ Armfield</i>	Action
An unmodified opinion was expressed on the financial statements by Armanino, LLP. No difficulties were encountered and there was no major change in the planned timeline. No material weaknesses or significant deficiencies in internal control were identified.		MOTION: by Boerum to approve, 2 nd by Bjorndal. All in favor.
12. RESOLUTION NO. 368 – CHFFA BRIDGE LOAN PROGRAM YEAR II	<i>Armfield</i>	Action
Mr. Armfield presented the resolution for the second year of the CHFAA Bridge Loan. It is a zero interest loan to be repaid within 24 months. The Finance Committee recommended this resolution to the Board. Approval would trigger preparation of the loan documents. Those documents would be brought back to the January Board meeting.		MOTION: by Boerum, 2 nd by Kornblatt Idell. Vote by roll call. All in favor.
13. GOVERNANCE COMMITTEE: a. Conflict of Interest Policy b. Standardization of Board Policies c. Limitation of Board Member Committee Terms	<i>Boerum</i>	Action
a. Dr. Bjorndal discussed the Governance items. The Conflict of Interest policy must be submitted to the County this month. The significant change would be to delete public members of the Finance and Quality Committees from the required list. Ms. Kornblatt Idell pointed out that the Quality Committee should be removed as reviewer of this policy and replaced with Governance Committee. b. This item is to make board policies consistent with hospital policies with regard to format and the review process. The Board agreed with proceeding down this path; no vote was necessary. c. This item is a new Board policy. Significant areas include terms of appointment – limiting terms either in the policy or in the bylaws. A term would be four years. Ms. Kornblatt Idell requested additional time to review this policy. (She wondered if Board term limits should be discussed at some point.) The other significant area is member responsibilities. Mr. Boerum suggested discussing terms and term limits at a retreat.		MOTION: by Kornblatt Idell to approve Item 13a with changes, 2 nd by Boerum. All in favor. MOTION: by Boerum to approve Item 13c with removal of the terms of appt section, 2 nd by Kalos. All in favor.
14. FINANCE COMMITTEE 2023 WORK PLAN	<i>Boerum</i>	Action
This item was approved by Finance Committee. The only significant additions were participation in the Strategic Plan development in January and a review of the Strategic Plan in July 2023.		MOTION: by Boerum, 2 nd by Bjorndal. All in favor.

15. DISCUSSION – HOLDING OF IN-PERSON MEETINGS	<i>Chair</i>	Inform
This item had been discussed twice previously, and the prior chair suggested the new Board could revisit this issue. Mr. Boerum thought it was time to revisit in-person meetings. Ms. Kalos preferred zoom, perhaps with once a quarter meetings in person. Ms. Lee asked for Hospital input. Mr. Hennelly said Covid and flu continue to be present with no hospital meetings held in person. Dr. Sankaran said Covid rates are 5-7% at present and moving up; we are not at a low point. Mr. Boerum agreed to revisit the topic as required with the upcoming expiration of the Governor's emergency order.		
16. CEO REPORT	<i>Hennelly</i>	Inform
Mr. Hennelly indicated his report was as submitted and he would not review further in the interest of time.		
17. UCSF AFFILIATION UPDATE	<i>Hennelly</i>	Inform
Mr. Hennelly indicated the focus has been on bringing physicians to market and ways to market them. Potential recruits in needed areas are being followed up.		
18. EPIC UPDATE	<i>Hennelly/ Resendez</i>	Inform
Mr. Resendez gave the Epic update. Computerized order entry is tracking over 90% positive since go live. Bar code medication is tracking 92–100%, with ER at 81% (which is still positive for ERs). The organization is doing very well. Key issues included: interface to MD offices planned by end of January; billing on hold until December 19 th ; remote access for providers is available; identifying equipment needs; check-in times are averaging 2 min. more than previously but staff have taken on more activities.		
19. ODC UPDATE	<i>Drummond/ Hennelly</i>	Inform
Ms. Drummond indicated the CT is still undergoing electrical review. The MRI permanent solution is in the design phase. The plan is to activate the temporary MRI project tomorrow.		
20. FINANCIALS FOR MONTH END OCTOBER 2022	<i>Armfield</i>	Inform
Mr. Armfield briefly reviewed the financial report for the month of October 2022. There was solid growth in key volumes and a much better month in revenue than September had been. There was also a larger increase in expenses, with excess labor due to Epic implementation training and other pre-go-live activities. Net income (loss) of (\$396,807) missed budget by (\$571,617). Days' cash just stood at just over 31 days. The month of October was short of the cash goal, but November cash exceeded goal.		
21. BOARD COMMENTS	<i>Board Members</i>	Inform
None		
22. ADJOURN	<i>Chair</i>	
Adjourned at 8:11 pm		



SVHCD
FINANCE COMMITTEE MEETING
MINUTES
TUESDAY, NOVEMBER 22, 2022
Via Zoom Teleconference

Present	Not Present/Excused	Staff	Public	
Bill Boerum via Zoom Art Grandy via Zoom Wendy Lee via Zoom Carl Gerlach via Zoom Subhash Mishra, MD, via Zoom Joshua Rymer via Zoom Catherine Donahue via Zoom Peter Hohorst via Zoom Bruce Flynn via Zoom		John Hennelly, CEO, via Zoom Ben Armfield, CFO, via Zoom Kimberly Drummond via Zoom Jessica Winkler, DNP, RN, NEA-BC, CCRN-K, CNO, via Zoom		
AGENDA ITEM	DISCUSSION		ACTIONS	FOLLOW-UP
MISSION & VISION STATEMENT <i>The mission of 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 5:08 p.m. Mr. Boerum thanked Bruce Flynn and Joshua Rymer, both of whom are retiring, for their service to the District.			
2. PUBLIC COMMENT SECTION	<i>Boerum</i>			
	None			
3. CONSENT CALENDAR	<i>Boerum</i>		Action	
a. Finance Committee Minutes 10.25.22			MOTION: by Grandy to approve, 2 nd by Gerlach. All in favor.	
4. RESOLUTION 368 – CHFFA BRIDGE LOAN PROGRAM YEAR II	<i>Armfield</i>		Action	
	Mr. Armfield said this is the second year for the bridge loan		MOTION: by	

	<p>funded by CHFFA. The loan has no interest, funds must be used on working capital, and the loan must be repaid within 24 months. Board approval would trigger drafting of the loan documents.</p> <p>Suggestions were made to add language to the recommendation 1) stating the loan is for working capital, and 2) stating that the loan may be forgivable. Mr. Armfield will verify the guaranteeing revenue condition, since that also guarantees the line of credit.</p>	<p>Grandy to approve for recommendation to the Board, 2nd by Hohorst. All in favor.</p>	
5. DRAFT 2023 FINANCE COMMITTEE WORK PLAN	<i>Boerum</i>	Inform/Action	
	<p>Mr. Boerum suggested adding participation in the District Board's strategic plan development to January 2023. Ms. Lee suggested adding an update and review of the strategic plan to July 2023.</p>	MOTION: by Rymer to approve, 2 nd by Flynn. All in favor.	
6. ODC UPDATE	<i>Drummond/Hennelly</i>	Inform	
	<p>Mr. Hennelly had no significant updates. Ms. Drummond reported the temporary MRI relocation is being evaluated at present with regard to costs. The permanent MRI location project has just been through legal review.</p>		
7. EPIC UPDATE	<i>Hennelly</i>	Inform	
	<p>Mr. Hennelly reported that the Hospital is a week from go-live on Saturday, December 3rd. There is nothing emergent or unexpected at this point. Training has been very successful. The weakest area is community physician engagement, with only about 25% of training completed for physicians and their office staff. The biggest risk for the Epic implementation is the revenue side on the back end. That will be closely validated every day after go-live.</p>		
8. UCSF AFFILIATION UPDATE	<i>Hennelly</i>	Inform	
	<p>Mr. Hennelly mentioned that an organization the size of UCSF moves slowly, so there is not a great deal of change in the matrix month to month. He has found an interested gastroenterologist and now needs to find a local construct to employ them rather than using UCSF/Benioff.</p>		

9. AUDIT UPDATE	<i>Armfield</i>	Inform	
	Mr. Boerum reported the Audit Committee approved to recommend the audit to the Board at its upcoming December 8 th meeting. Mr. Armfield said it was a clean audit but just took extra time this year getting through a new audit standard on accounting for leases. Auditors Armanino, LLP mentioned that all data provided by SVH was completely accurate and thanked the SVH team. The cost of this year's audit was \$65,000.		
10. FINANCIAL REPORT FOR MONTH END OCTOBER 2022	<i>Armfield</i>	Inform	
	<p>Mr. Armfield briefly reviewed the financial report for the month of October 2022. There was solid growth in key volumes and a much better month in revenue than September had been. There was also a larger increase in expenses, with excess labor due to Epic implementation training and other pre-go-live activities. Net income (loss) of (\$396,807) missed budget by (\$571,617).</p> <p>There was an increase in orthopedic surgery volumes, and the ER continued to be busy. Revenues for those increased volumes should be seen over the next couple of months. IGT funds are expected in February and March 2023. Mr. Armfield will look into the possibility of accruing minimum IGT funds when the matching payment is made. In addition to the bridge loan discussed above in Item 4, an application was submitted to CHFFA for the Help II Loan which will be used to help fund the Epic implementation; those documents should be available next month.</p>		
11. ADJOURN			
	Meeting adjourned at 6:09 p.m.		



**SONOMA VALLEY HEALTH CARE DISTRICT
QUALITY COMMITTEE**

October 26, 2022, 5:00 PM

MINUTES

Via Zoom Teleconference

Members Present – Via Zoom	Members Present cont.	Excused	Public/Staff – Via Zoom
Susan Kornblatt Idell Carol Snyder Ingrid Sheets, EdD, MS, RN Carl Speizer, MD Kathy Beebe, RN PhD Michael Mainardi, MD Howard Eisenstark, MD			Jessica Winkler, DNP, RN, NEA-BC, CCRN-K, CNO Kylie Cooper, RN, BSN, CPHQ, MBA, Quality and Risk Mgmt. Ako Walther, MD, Vice Chief of Staff Celia Kruse De La Rosa Judith Bjorndal, MD

AGENDA ITEM	DISCUSSION	ACTION
1. CALL TO ORDER/ANNOUNCEMENTS	<i>Kornblatt Idell</i>	
	Meeting called to order at 5:01 p.m. Ms. Kornblatt Idell introduced Vivian Woodall as temporary Board Clerk. She also introduced new Committee members Dr. Carl Speizer and Dr. Kathy Beebe.	
2. PUBLIC COMMENT	<i>Kornblatt Idell</i>	
	None	
3. CONSENT CALENDAR	<i>Kornblatt Idell</i>	ACTION
<ul style="list-style-type: none"> QC Minutes 09.28.22 	<p>Add the following language to item 4 of the September minutes: Mr. Gallo did note that utilization of rehab services has increased whilst there has been a decrease in staff in last 12 months. Staffing is now stabilizing.</p> <p>For future minutes, it was recommended that comments regarding policies be more accurately captured (e.g., review and return to sender, or review and recommend to Board).</p>	MOTION: by Mainardi to approve with revisions, 2 nd by Snyder. All in favor.

4. INPATIENT SERVICES QA/PI	<i>Winkler</i>	INFORM
	Ms. Winkler reviewed quality assurance for the third quarter of the year. Current process improvement projects include the following. 1) Palliative care referrals have increased and the social worker is becoming palliative care certified. Dr. Sheets suggested a certified nurse would be beneficial as well. 2) Postop placement of Foley catheter: nurses found great variation in practice. Standard practice is being developed across departments. 3) Epic implementation scheduled to go live in early December.	
5. QUALITY INDICATOR PERFORMANCE PLAN	<i>Cooper</i>	INFORM
	Ms. Cooper reviewed quality indicators for the month of September. The Committee would like to continue seeing Rate My Hospital scores.	
6. PATIENT CARE SERVICES DASHBOARD Q3	<i>Winkler</i>	INFORM
	Ms. Winkler reviewed the third quarter patient care services dashboard.	
7. CONFIRM DECEMBER 14 MEETING DATE	<i>Cooper</i>	ACTION
	Ms. Kornblatt Idell confirmed that the November and December Committee meetings will be combined on December 14 th .	No motion; meeting date confirmed.
8. CLOSED SESSION/REPORT ON CLOSED SESSION	<i>Kornblatt Idell</i>	ACTION
a. Calif. Health & Safety Code §32155: Medical Staff Credentialing & Peer Review Report	Medical Staff Credentialing was reviewed and approved.	MOTION: by Mainardi to approve, 2nd by Eisenstark. All in favor.
9. ADJOURN	<i>Kornblatt Idell</i>	
	Meeting adjourned at 6:05 pm	

Document Tasks By Committee

Listing of currently pending and/or upcoming document tasks grouped by committee.

Sonoma Valley Hospital

Run by: Finn, Stacey (sfinn)
Run date: 12/28/2022 2:08 PM

Report Parameters

Filtered by: Document Set: - All Available Document Sets -
Committee: 09 BOD-Board of Directors
Include Current Tasks: Yes
Include Upcoming Tasks: No

Grouped by: Committee

Sorted by: Document Title

Report Statistics

Total Documents: 20

Committee: 09 BOD-Board of Directors

Committee Members: Finn, Stacey (sfinn), Newman, Cindi (cnewman), Woodall, Vivian (vwoodall)

Current Approval Tasks (due now)

Document	Task/Status	Pending Since	Days Pending
Chromosome Studies <i>Laboratory Services Policies (LB)</i>	Pending Approval	12/15/2022	13
<p>Summary Of Changes: Updated Point Of Care transport media and test site</p> <p>Moderators: Newman, Cindi (cnewman)</p> <p>Lead Authors: Kuwahara, Dawn (dkuwahara), Ramos, Karen (kramos)</p> <p>ExpertReviewers: Medical Director-Lab</p> <p>Approvers: Kuwahara, Dawn (dkuwahara) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)</p>			
Continuity of Operations Plan (COOP) <i>Emergency Preparedness Policies (EP)</i>	Pending Approval	12/15/2022	13
<p>Summary Of Changes: Added CFO, Chief of Support Services, Head of Information Services to reviewers. Added EOP to reference list. Minor grammatical changes</p> <p>Moderators: Newman, Cindi (cnewman)</p> <p>Lead Authors: Kobe, Mark (mkobe)</p> <p>ExpertReviewers: Finn, Stacey (sfinn)</p> <p>Approvers: Hennelly, John (jhennelly) -> 01 P&P Committee - (Committee) -> 02 MS-Medicine Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)</p>			
ED Log <i>Emergency Dept</i>	Pending Approval	12/15/2022	13
<p>Summary Of Changes: Reviewed, no changes.</p> <p>Moderators: Newman, Cindi (cnewman)</p> <p>Lead Authors: Brown, Philip (pbrown)</p> <p>Approvers: Winkler, Jessica (jwinkler) -> Medical Director-Emergency Dept. - (Committee) -> 01 P&P Committee - (Committee) -> 02 MS-Medicine Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)</p>			

Document Tasks by Committee

Sonoma Valley Hospital

Run by: Finn, Stacey (sfinn)

Run date: 12/28/2022 2:08 PM

Listing of currently pending and/or upcoming document tasks grouped by committee.

Glidescope, Cleanng and Processing of Central Sterile Dept	Pending Approval	12/15/2022	13
Summary Of Changes:	Reviewed, no changes.		
Moderators:	Newman, Cindi (cnewman)		
Lead Authors:	Winkler, Jessica (jwinkler), Fry, Dana (dfry)		
Approvers:	Winkler, Jessica (jwinkler) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)		
Good Catch Program Governance and Leadership Policies	Pending Approval	12/15/2022	13
Summary Of Changes:	Change of personnel titles Changed Acronyms Simplified process, not longer need to use paper forms. All completed through e-Notification system. Root Cause Analysis form used if action plan needed.		
Moderators:	Newman, Cindi (cnewman)		
Lead Authors:	Cooper, Kylie (kcooper)		
ExpertReviewers:	Gatenian, Grigory (ggatenian), Kutza, Chris (ckutza), McKissock, Lynn (lmckissock), Newman, Cindi (cnewman), Winkler, Jessica (jwinkler)		
Approvers:	06 CMO/Designee for signature -> Hennelly, John (jhennelly) -> 01 P&P Committee - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)		
Immediate Use Steam Sterilization Central Sterile Dept	Pending Approval	12/15/2022	13
Summary Of Changes:	Removed verbiage directly related to "One Tray" that was unnecessary.Removed "Flashing" (Flash Sterilization)		
Moderators:	Newman, Cindi (cnewman)		
Lead Authors:	Fry, Dana (dfry)		
Approvers:	01 P&P Committee -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)		
Infection Control Central Sterile Dept	Pending Approval	12/9/2022	19
Summary Of Changes:	spelling correction, removed the words "flashing" from the narrative, updated references, owners, authors		
Moderators:	Newman, Cindi (cnewman)		
Lead Authors:	Winkler, Jessica (jwinkler), Fry, Dana (dfry)		
Approvers:	Winkler, Jessica (jwinkler) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)		
Intravenous Contrast Admin Diagnostic Services Dept Policies	Pending Approval	12/15/2022	13
Summary Of Changes:	Updated the "procedure" section to match information that is gathered with our Contrast Screening form.		
Moderators:	Newman, Cindi (cnewman)		
Lead Authors:	Young, Dave (dyoung)		
ExpertReviewers:	Medical Director-Diagnostic Radiology		
Approvers:	Kuwahara, Dawn (dkuwahara) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)		

Document Tasks by Committee

Sonoma Valley Hospital

Run by: Finn, Stacey (sfinn)

Run date: 12/28/2022 2:08 PM

Listing of currently pending and/or upcoming document tasks grouped by committee.

Metabolic and Bariatric Anesthesia Protocol 7430-109 <i>SCU (Surgical Care Unit Dept)</i>	Pending Approval	12/15/2022	13
Summary Of Changes: changed owner and author.			
Moderators: Newman, Cindi (cnewman)			
Lead Authors: Winkler, Jessica (jwinkler), Fry, Dana (dfry)			
Approvers: Winkler, Jessica (jwinkler) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)			
Packaging Guidelines <i>Central Sterile Dept</i>	Pending Approval	12/15/2022	13
Summary Of Changes: One grammatical error corrected. Reference updated, and owner/ authors changed			
Moderators: Newman, Cindi (cnewman)			
Lead Authors: Winkler, Jessica (jwinkler), Fry, Dana (dfry)			
Approvers: Winkler, Jessica (jwinkler) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)			
Pediatric Patient in Surgery,Care of the <i>Surgical Services/OR Dept</i>	Pending Approval	12/15/2022	13
Summary Of Changes: Reviewed, no changes. Updated author and owner, and reference.			
Moderators: Newman, Cindi (cnewman)			
Lead Authors: Winkler, Jessica (jwinkler), Fry, Dana (dfry)			
Approvers: Winkler, Jessica (jwinkler) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)			
Pre-Operative Skin Preparation of Patients <i>Surgical Services/OR Dept</i>	Pending Approval	12/15/2022	13
Summary Of Changes: Changed references, owner, and author/reviewers grammatical, and added new guidelines about handling solution-soaked prep materials to prevent flammability.			
Moderators: Newman, Cindi (cnewman)			
Lead Authors: Winkler, Jessica (jwinkler), Fry, Dana (dfry)			
Approvers: Winkler, Jessica (jwinkler) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)			
Product Recalls <i>Governance and Leadership Policies</i>	Pending Approval	12/15/2022	13
Summary Of Changes: Reviewed, no changes			
Moderators: Newman, Cindi (cnewman)			
Lead Authors: Cooper, Kylie (kcooper)			
Approvers: Hennelly, John (jhennelly) -> 01 P&P Committee - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)			
Release of Blood Products to Nursing <i>Laboratory Services Policies (LB)</i>	Pending Approval	12/15/2022	13
Summary Of Changes: Updated to reflect Current practices. The competencies removed, CLS does not confirm competency. Competencies are performed annually by nursing staff.			

Document Tasks by Committee

Sonoma Valley Hospital

Run by: Finn, Stacey (sfinn)

Run date: 12/28/2022 2:08 PM

Listing of currently pending and/or upcoming document tasks grouped by committee.

Moderators: **Newman, Cindi (cnewman)**
 Lead Authors: **Kuwahara, Dawn (dkuwahara), Ramos, Karen (kramos)**
 ExpertReviewers: **Medical Director-Lab**
 Approvers: **Medical Director-Lab -> Kuwahara, Dawn (dkuwahara) -> Winkler, Jessica (jwinkler) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)**

Sanitation in the OR	Pending Approval	12/15/2022	13
<i>Surgical Services/OR Dept</i>			

Summary Of Changes: **changed author and owners
 updated reference
 Condensed and clarified lines D4 and D5 to state that all equipment, regardless of used or unused status, will follow the same sanitation protocol.
 Add reference to EVS terminal cleaning checklist.**

Moderators: **Newman, Cindi (cnewman)**
 Lead Authors: **Winkler, Jessica (jwinkler), Fry, Dana (dfry)**
 Approvers: **Winkler, Jessica (jwinkler) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)**

Scheduling Surgical Procedures	Pending Approval	12/15/2022	13
<i>Surgical Services/OR Dept</i>			

Summary Of Changes: **Made spelling and formatting corrections
 Updated titles of staff responsible
 Updated scheduling according to current practice
 Added that any additions or deletions to block schedule must be approved by Surgery Committee**

Moderators: **Newman, Cindi (cnewman)**
 Lead Authors: **Winkler, Jessica (jwinkler), Fry, Dana (dfry)**
 Approvers: **Winkler, Jessica (jwinkler) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)**

Scope of Service - Surgery	Pending Approval	12/15/2022	13
<i>Surgical Services/OR Dept</i>			

Summary Of Changes: **Removed all references to c-section suite and endoscopy suite as a separate location.
 Removed redundancies regarding certifications.
 Updated current title of scheduler.
 Changed on-call response time from 30 minutes to 40 minutes to reflect policy titled "On Call, Surgery."
 Typing and grammar corrections made to policy.
 changes to author and owner, removed reference to obstetrics and pediatric patients
 removed reference to CRNAs
 updated reference**

Moderators: **Newman, Cindi (cnewman)**
 Lead Authors: **Winkler, Jessica (jwinkler), Fry, Dana (dfry)**
 Approvers: **Winkler, Jessica (jwinkler) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)**

Staff Scheduling Practices, Surgery	Pending Approval	12/15/2022	13
<i>Surgical Services/OR Dept</i>			

Summary Of Changes: **Changed titles of director and coordinators to reflect current verbiage**

Moderators: **Newman, Cindi (cnewman)**
 Lead Authors: **Winkler, Jessica (jwinkler), Fry, Dana (dfry)**

Document Tasks by Committee

Sonoma Valley Hospital

Run by: Finn, Stacey (sfinn)

Run date: 12/28/2022 2:08 PM

Listing of currently pending and/or upcoming document tasks grouped by committee.

Approvers: **Winkler, Jessica (jwinkler) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)**

Sterile Supplies, Storage of <i>Central Sterile Dept</i>	Pending Approval	12/15/2022	13
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Summary Of Changes: **Changed the maximum allowed humidity for the storage area from 70% to 60%. Updated authors, references, temperature maximum, and distance from the floor.**

Moderators: **Newman, Cindi (cnewman)**

Lead Authors: **Winkler, Jessica (jwinkler), Fry, Dana (dfry)**

Approvers: **Winkler, Jessica (jwinkler) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)**

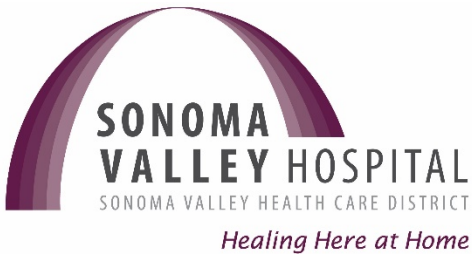
Traffic Control in the Operating Room <i>Surgical Services/OR Dept</i>	Pending Approval	12/15/2022	13
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Summary Of Changes: **Reference date updated, authors, and mild grammar changes only made.**

Moderators: **Newman, Cindi (cnewman)**

Lead Authors: **Winkler, Jessica (jwinkler), Fry, Dana (dfry)**

Approvers: **Winkler, Jessica (jwinkler) -> 01 P&P Committee - (Committee) -> 03 MS-Surgery Department - (Committee) -> 05 MS-Medical Executive - (Committee) -> 07 BOD-Quality (P&P Review) - (Committee) -> 09 BOD-Board of Directors - (Committee)**



To: SVHCD Board of Directors
From: Judith Bjorndal, MD
Meeting Date: January 5, 2023
Subject: SVHCD Bylaws Revision

Recommendation:

I recommend that the Board amend Article III, Section 2, of the SVHCD Bylaws to delete committee assignments from the list of duties of Board Officers. This has not been adhered to in recent years. Different skill sets are required for committee assignments than for specific officers.

Attachments:

SVHCD Bylaws



BYLAWS

of the

SONOMA VALLEY HEALTH CARE DISTRICT

Sonoma, California

**BYLAWS
of the
SONOMA VALLEY HEALTH CARE DISTRICT**

Approved by the Board of Directors September 2, 2021

Joshua Rymer, Chair

**John Hennelly, President and Chief Executive Officer
Sonoma Valley Hospital**

Orig. Date:	10.31.90
Revised:	02.27.91
	12.02.92
	01.05.94
	07.30.97
	01.08.03
	02.28.03
	02.25.04
	06.29.05
	09.27.06
	12.06.06
	05.30.07
	07.01.09
	11.05.09
	09.02.10
	10.07.10
	02.03.11
	12.01.12
	03.06.14
	08.04.16
	01.11.18
	06.04.20
	09.02.21

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Bylaws of the Sonoma Valley Health Care District

Bylaws of the Sonoma Valley Health Care District

Article I Preamble

These District Bylaws are adopted by the Sonoma Valley Health Care District (the District) Board of Directors (the Board) pursuant to and consistent with Division 23 of the Health and Safety Code of the State of California, known as “The Local Health Care District Law.” These District Bylaws are established to further enable the Board to faithfully exercise its powers and fiduciary duties in accordance with applicable law. The Board-approved Policies shall be used to assist further in implementing the responsibilities of the Board.

Section 1. Mission

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

This mission is pursued subject to available financial and human resources and leadership consistent with the Local District Health Care Law of California. The District sets forth Core Values as a framework to provide operational guidance for achieving its mission.

The Core Values of the Sonoma Valley Health Care District are that those who live in Sonoma Valley will experience outstanding health care because:

- a. There will be direct access to appropriate care when needed and overall health will be coordinated in a comprehensive fashion.
- b. Care will show respect and honor the dignity of everyone.
- c. The available services will (a) match the needs of the community, (b) be fiscally sustainable, and (c) meet or exceed all quality standards.
- d. Wise stewardship will be exercised regarding the District’s financial resources to ensure stability, agility, and prudent growth.
- e. Partnerships with physicians, other healthcare providers, and payers will extend the range of available services and conserve resources.
- f. We will feel informed and proud of the quality of health care available in the District.

Bylaws of the Sonoma Valley Health Care District

Section 2. Relationships

The Board recognizes that it is most effective in maintaining, improving, and restoring the health of everyone in our community when it works in collaboration with others. Among our partners are the community, the Hospital, the medical community, other healthcare providers such as the Sonoma Valley Community Health Center and UCSF Health, and the Sonoma Valley Hospital Foundation. Although the responsibilities of the Board are set forth in our public trust as the duties of fiduciary responsibility and care and in state law, it is the intent of the Board to maximize its impact on health by building strong, cooperative relationships.

a. The Community

The Board is publicly elected to represent the collective interests of all people in the District, regardless of whether they may be patients at the Hospital. That trust is exercised by inquiring and listening to the concerns of the entire community regarding health care expectations, community resources that might be available, and matters of good organizational citizenship. It is also the Board's responsibility to ensure that the public is informed about its own health and the operations of the Hospital and other healthcare services. The public is also welcome and encouraged to monitor District operations and policy and participate in the discussion of the public actions of the Board. It is the intent of the Board to honor the full spirit of transparency in its work.

b. The Hospital

The major resource available to the Board for serving the community's health needs is Sonoma Valley Hospital. This is an Acute Care, community hospital providing emergency care, in-patient and ambulatory (inpatient) acute care, post-acute care, therapy, diagnostics, and related services. It serves the community by providing prompt response to acute health needs and coordination of care and by providing resources to the medical community.

c. The Medical Staff

Physicians are a self-governing community of peers who set standards for quality of care and professional conduct. Some of these professionals are Hospital employees; most are not. The community is best served when an appropriate mix of practitioners is free to reach professional excellence, with the Board providing required oversight and necessary resources. The physicians accredited at the Hospital are governed by the Medical Staff Bylaws which are reviewed every three years.

Bylaws of the Sonoma Valley Health Care District

d. Other Healthcare Providers

The District recognizes that maintaining, improving, and restoring the health of everyone in our community involves collaboration with the entire health care community. Individuals who have insurance plans that involve providers outside the Valley who use only the Hospital's emergency or diagnostic and support services are included in our mission. So are those who use the services of other local providers and are referred to Sonoma Valley Hospital for supportive care. Patients of the Hospital can expect that their care will include referral for advanced treatment at Bay Area hospitals that offer specialized services. The District works with local adjunctive services to ensure a supportive community environment.

e. Sonoma Valley Hospital Foundation

Though not a healthcare provider as such, the District recognizes the indispensable role being played by the Sonoma Valley Hospital Foundation as an independent and self-governed entity in funding certain capital requirements and other defined needs of the Hospital as may be determined and coordinated between the two organizations from time to time.

Article II The Board as a Legal Entity

The name of the District shall be the Sonoma Valley Health Care District (the District).

The principal office for transacting business and maintaining records of the Sonoma Valley Health Care District shall be the Sonoma Valley Hospital (the Hospital), located at 347 Andrieux Street, Sonoma, California 95476. The District also maintains a website at <http://www.sonomavalleyhospital.org>.

Section 1. Powers

The Board shall have accountability and authority for those powers set forth in the Local Health Care District Law of California [California Health and Safety Code (H&S) 32,000] that are necessary for fulfilling its mission. These shall include, but are not limited to the following abilities to:

- a. Form a medical staff to be known as "The Medical Staff of Sonoma Valley Hospital"; such medical staff shall be self-governing, subject to the District Board's final approval

Bylaws of the Sonoma Valley Health Care District

- of members and their privileges, hospital rules for quality of patient health and safety, indemnification of practice, and Medical Staff Bylaws [California Health and Safety Code (H&S) 32128, 32129].
- b. Recruit and manage such volunteers from the community, serving without compensation, as may be needed from time to time to support the Hospital and the District.
 - c. Hire, direct, evaluate, and terminate if necessary, the President and Chief Executive Officer of the Hospital and any other individuals neither working for the Hospital or reporting directly to the Chief Executive Officer but necessary for meeting the Mission of the District [H&S 32121].
 - d. Enter into contracts for provision of health care and make certain resources are available to medical staff members who are serving the community [H&S 32121, 32129].
 - e. Establish and maintain standards for quality of care in facilities under the District's direction [H&S 32125].
 - f. Create entities or enter into contractual relationships with existing entities useful for promoting the District's Mission [H&S 32121, 32131].
 - g. Acquire, lease, manage, and dispose of real assets for the purpose of meeting its Mission [H&S 32121, 32123, 32126].
 - h. Authorize the purchase, lease, management, and disposal of capital and other equipment needed to meet its Mission [California Health and Safety Code 32122, 32132].
 - i. Place before the public for vote parcel tax and bond measures to finance healthcare services and facilities [H&S 32127].
 - j. Sue and be sued and exercise related actions as a corporate entity [H&S 32121].
 - k. Manage its financial assets in a responsible fashion, including authorization for borrowing funds and letting of contracts [H&S 32127, 32130, 32132, 32133, 32136, 32138].
 - l. Create committees, develop policy, and take other actions necessary to enhance the mission of the District [H&S 32121].
 - m. Receive input from the public and inform the public regarding matters related to the operation of the District.

The Board exercises its responsibilities through setting goals conducting periodic self-evaluations, assessing the healthcare environment and performance of the hospital, and when appropriate, initiating responsive action. All District powers shall only be exercised pursuant to specific delegation by the Board of Directors.

Bylaws of the Sonoma Valley Health Care District

Section 2. District Bylaws as Basis of Authority

a. Amendment

These District Bylaws shall be reviewed bi-annually at the beginning of even numbered years. They may be changed by an affirmative vote of at least three Board members at a regularly scheduled board meeting.

b. Relationship to Other Bylaws

The Bylaws of the Sonoma Valley Health Care District Medical Staff (the Medical Staff) are understood to be a subset of the District Bylaws with respect to their relationship with the District. Any action or procedure that is required, allowed, or prohibited in the Medical Staff Bylaws will also be required, allowed, or prohibited in the District Bylaws. The District Board and the Medical Staff shall consult on any proposed changes in either document that may affect both groups. Changes in the Medical Staff Bylaws shall be approved by the District Board; changes in District Bylaws that may affect the Medical Staff require corresponding revision of the Medical Staff Bylaws. In any case where there is a conflict between the Medical Staff Bylaws and the District Bylaws, the District Bylaws shall be controlling.

Article III Board of Directors

Section 1. Members

a. Selection

The Board shall consist of five members, having permanent residence in the District and elected by the public from registered voters of the District in accordance with California Health and Safety Code Section 32100. Three members shall be elected in years evenly divisible by four and two members shall be elected in alternating even-numbered years. In the event of a Board vacancy, a new Board member shall be appointed to fill the vacated position from applying individuals who meet qualification for election by vote of the remaining Board members in a publicly noticed and open meeting. The appointed Board member shall serve until the next general election returns are certified by the registrar of voters unless the vacancy occurs in the first half of the director's term, but less than 130 days prior to the next general election. In this case the appointed director shall serve the balance of the term. (Section 1780 of the California Government Code)

Bylaws of the Sonoma Valley Health Care District

b. Fiduciary Responsibilities

Board members have fiduciary responsibilities to the District. Those living in the District trust the Board to act on their behalf.

- (1) The duty of care requires that Board members act toward the District with the same watchfulness, attention, caution, and prudence that a reasonable person in the circumstances would. The duty of loyalty requires that Board members not place their personal interests above those of the District.
- (2) Board members shall comply with the District's Conflict of Interest Code as detailed in the Board Policies.
- (3) The only actions of the Board are those agreed by a majority of Board members in publicly noticed meetings that are consistent with state law and regulations. Diversity of informed and well-articulated opinion among Board members is expected while questions are open before the Board.
- (4) Board members respect privacy of information by not requesting or seeking to obtain information that is not authorized or necessary for conducting the business of the Board. Board members respect confidentiality by not revealing information to others who are not legally authorized to have it or which may be prejudicial to the good of the District. Board members respect information security by requesting and monitoring policies that protect the privacy of individuals served by or doing business with the District.

c. Personal Qualifications

In their service to the District, Board members are expected to

- (1) Actively promote the mission of the District: to maintain, improve, and restore the health of everyone in our community.
- (2) Devote sufficient time to their duties to ensure they are fully knowledgeable regarding matters about which the Board deliberates
- (3) Provide respectful, positive, independent input into the group decision making process
- (4) Seek input from the community and represent the District to the community as ambassadors
- (5) Maintain a high level of personal integrity

Bylaws of the Sonoma Valley Health Care District

Section 2. Officers

The officers of the Board and their duties shall consist of the following:

a. Chair

- (1) Serve as the Board's primary liaison with the Chief Executive Officer and with the press and the public
- (2) Prepare the Board agenda and request necessary support materials for meetings
- (3) Conduct meetings of the Board
- (4) Sign documents as authorized by the Board
- (5) Appoint members to committees subject to approval by a majority of the Board
- (6) Coordinate the Board's performance evaluation of the President and Chief Executive Officer
- (7) Coordinate the Board's annual self-evaluation and annual retreat process

b. First Vice Chair

- (1) Serve in the capacity of the chair when necessary or as delegated
- ~~(2) — Serve as the permanent Board representative on the Joint Conference Committee of the Medical Executive Committee~~

c. Second Vice Chair

- ~~(1) — Serve as chair or member of the Board Quality Committee~~
- ~~(2)~~(1) Serve in the capacity of the chair when necessary or as delegated

d. Secretary

- (1) Direct that minutes, records, and other support material are prepared and made available in a timely fashion
- (2) Serve or cause to be served all notices of the board
- (3) Sign documents as authorized by the Board
- ~~(3) — Serve as chair or member of the Board Governance Committee~~

e. Treasurer

- ~~(0) — Serve as chair or member of the Board Finance Committee~~

Bylaws of the Sonoma Valley Health Care District

Section 3. Elections

Officers will be elected at the first regular Board meeting in December of each year for a term of one year. Election is by majority vote of the members of the newly-installed Board in even numbered years and by majority vote of existing members in odd numbered years. Officers may be elected to consecutive terms. In the event that the Board fills a vacant position, it may decide either to confirm the new Board member in the previous Board member's office or conduct a new set of elections.

Section 4. Committees

The Board may create committees in order to facilitate its business and to ensure access to expertise and citizen input. All committees shall be advisory to the Board and have no authority to make decisions or take actions on behalf of the Board unless specifically delegated by the Board. A committee is created or disbanded by majority vote of the Board.

a. Types of Committees

- (1) Standing Committees assist the Board by gathering information, evaluating proposals and policies, and making recommendations regarding key and continuous or regularly recurring functions of the District, and are subject to Ralph M. Brown Act provisions. The Board Standing Committees shall be:
 - i. Finance Committee
 - ii. Quality Committee
 - iii. Governance Committee
 - iv. Audit Committee
 - v. Affiliation Oversight Committee
- (2) Advisory Committees ("Ad Hoc") may be established to study and make recommendations to the Board on specific matters. The scope of such committees shall be limited and shall not be of continuous or on-going nature. Upon determination by the Board that the period for advice has passed or upon acceptance of the Advisory Committee's written report by the Board, the Advisory Committee shall be disbanded. Advisory Committees shall be comprised of two Board members and are not subject to Brown Act provisions.
- (3) Members of Standing Committees and Advisory Committees shall be residents of the District or practitioners or business owners having their primary activity within the District.

Bylaws of the Sonoma Valley Health Care District

b. Types of Meetings

Meetings of the Board and its standing Committees are conducted in accordance with the Ralph M. Brown Act (the Brown Act). A quorum for the Board or for its standing committees shall consist of a majority. Agendas for regular Board and standing committee meetings will be available 72 hours in advance of meetings, and for special meetings 24 hours in advance, giving the date, time and location of meetings. No action will be taken concerning an item not previously noticed on the published agenda. Exceptions exist in the case of an emergency where the majority of the Board determines that an emergency exists (Government Code 54956.5), in which case there is a need to take immediate action. The other exception is if a regular or special meeting is appropriately noticed and the need for urgent action came to the attention of the District subsequent to the agenda being posted. In that case, if two-thirds of the Board members present vote (or there is a unanimous vote if less than two-thirds are present) that there is a need to take immediate action. Public comment will be invited and considered at all open meetings (regular, emergency and special Board meetings and standing committee meetings), and meeting agendas, support materials, and minutes will be available to the public.

- (1) Emergency Board meetings can be called on one hour's notice by the Chair or any Board member. News media that has submitted a prior written request for notification of emergency meetings shall be notified in advance of the meeting.
- (2) Special Board meetings may be called by any two Board members with 24 hours' notice and are subject to rules applying to regular meetings. News media that has submitted a prior written request for notification of special meetings shall be notified in advance of the meeting.
- (3) Closed Board meetings may be held for purposes of considering the appointment, employment, evaluation of performance, discipline, dismissal or to hear complaints or charges concerning a Hospital employee or member of the Medical Staff; in consideration of pending litigation; or in matters of negotiations concerning real property, labor contracts, or discussion of trade secrets. Closed meetings shall be announced, conducted, and reported in accordance with the Brown Act, and the public may not participate. Standing committees may hold closed meetings if their charter or Board delegation includes issues allowing closed meetings.

Bylaws of the Sonoma Valley Health Care District

c. Participation of Directors on Standing Committees

No more than two Board members shall be appointed to serve on any Standing Committee at one time. Other Board members may attend standing Committee Meetings as members of the public at any time. In the event of the absence of a regular Board member on a Standing Committee, the Chair of the Board, or in succession, the Chair of the Standing Committee may designate other Directors to serve in the capacity of absent Board committee members. All appointed members of Board committees, including *ex officio* appointments and recognized alternates shall be voting members and shall count toward establishing a quorum. Board members who attend standing committee meetings as members of the public may not participate in the discussions to avoid a possible violation of the Brown Act.

Section 5. Compensation

Each member of the Board of Directors shall be allowed his/her necessary traveling and incidental expenses incurred in the performance of official business of the District pursuant to the Board's policy.

Section 6. Indemnification

a. Any person made or threatened to be made a party to any action or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he/she, his/her estate, or his/her personal representative is or was a Director, officer or employee, of the District, or an individual (including a medical staff appointee or committee appointee) acting as an agent of the District, or serves or served any other corporation or other entity or organization in any capacity at the request of the District while acting as a Director, officer, employee or agent of the District shall be and hereby is indemnified by the District, as provided in Sections 825 et. seq. of the California Government Code.

b. Indemnification shall be against all judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees actually and necessarily incurred, as a result of any such action or proceeding, or any appeal therein, to the fullest extent permitted and in the manner prescribed by the laws of the State of California, as they may be amended from time to time, or such other law or laws as may be applicable to the extent such other law or laws is not inconsistent with the law of California, including Sections 825 et. seq. of the California government Code.

Bylaws of the Sonoma Valley Health Care District

c. Nothing contained herein shall be construed as providing indemnification to any person in any malpractice action or proceeding arising out of or in any way connected with such person's practice of his or her profession

Article IV Delegation of Authority

The Board honors the distinction between governance and management. The Board shall exercise its responsibilities for oversight by operating at the policy level, setting strategic direction and goals, monitoring key outcomes, and taking corrective action where needed.

Section 1. Chief Executive Officer

The District employs or contracts with a President and CEO for the Hospital who acts on behalf of the District within the constraints of the Board Bylaws and Board Policies set by the Board. The Board delegates to the President and CEO the authority to perform the following functions:

- a. Manage the District's human, physical, financial, knowledge, and community good will resources in support of the District's Mission to maintain, improve, and restore the health of everyone in our community
- b. Manage the activities and resources of the Sonoma Valley Hospital
- c. Ensure that the hospital complies with applicable laws, regulations, and standards
- d. Provide supporting resources to the Board and its committees as requested
- e. Support the operations of the Board by providing reports, general information, staff support, and other resources
- f. Annually, create a draft update on the District's rolling Three -Year Strategic Plan and the Budget
- g. Promote awareness of the hospital, good will in the community, and philanthropic support
- h. Serve as the contact executive in affiliation agreements with other district hospitals, physician foundations, and other healthcare partners
- i. Negotiate, sign, monitor, and terminate or renegotiate contracts.
- j. Sign checks to meet the District's financial obligations in accordance with Board Policy.
- k. Execute and sign borrowing notes as authorized by the Board.
- l. Discharge these functions in a positive, legal, and ethical fashion so as to bring respect to the District
- m. Carry out directives from the Board

Bylaws of the Sonoma Valley Health Care District

Section 2. Medical Staff

a. Establishment of a Medical Staff

There shall be a Medical Staff for the Hospital established in accordance with the requirements of the Local Healthcare District Law [California Health and Safety Code (H&S) 32,000], whose membership shall be comprised of all physicians, dentists and podiatrists who are duly licensed and privileged to admit or care for patients in the Hospital. The Medical staff shall be an integral part of the Hospital. The District shall appoint the Medical Staff by approving their credentialing. The Medical Staff shall function in accordance with the Medical Staff Bylaws, Rules and Regulations and Policies that have been approved by the Medical Staff and by the District.

The Medical Staff shall be represented as described in Article IV of these Bylaws and shall be afforded full access to the District through the Board's regular meetings and committees as described herein. The Medical Staff, through its officers, department chiefs, and committees, shall be responsible and accountable to the District for the discharge of those duties and responsibilities set forth in the Medical Staff's Bylaws, Rules and Regulations, and Policies and as delegated by the District from time to time.

b. Bylaws, Rules, and Regulations

The Medical Staff is responsible for the development, adoption, and periodic review of the Medical Staff Bylaws and Rules and Regulations, consistent with these District Bylaws, applicable laws, government regulation, and accreditation standards. The Medical Staff Bylaws, Rules and Regulations and all amendments thereto, shall become effective upon approval by the Medical Staff and the District. Whenever there is a reference in the Medical Staff Bylaws, Rules and Regulations, to the "Board of Directors" or "the District," that term shall refer to and be considered as the Sonoma Valley Health Care District as described in Article I of these Bylaws.

c. District Action on Membership and Clinical Privileges

- (1) Medical Staff Responsibilities: The Medical Staff is accountable to the District for the quality of care, treatment and services rendered to patients in the Hospital. The Medical Staff shall be responsible for investigating and evaluating matters relating to Medical Staff membership status, clinical privileges, and corrective action, except as provided in Article 4 of the Medical Staff bylaws. The Medical Staff shall adopt and forward to the District specific written recommendations, with appropriate supporting documentation, that will allow the District to take informed action. When the District does not concur with a Medical Staff recommendation, the matter shall be processed in accordance with the Medical Staff Bylaws and

Bylaws of the Sonoma Valley Health Care District

applicable law before the District renders a final decision. The District shall act on recommendations of the Medical Staff within the period of time specified in the Medical Staff Bylaws or Rules and Regulations, or if no time is specified, then within a reasonable period of time. However, at all times the final authority for appointment to membership on the Medical Staff of the Hospital remains the sole responsibility and authority of the District.

- (2) Criteria for District Action: The process and criteria for acting on matters affecting Medical Staff membership status and clinical privileges shall be as specified in the Medical Staff Bylaws.
- (3) Terms and Conditions of Staff Membership and Clinical Privileges: The terms and conditions of membership status in the Medical Staff, and the scope and exercise of clinical privileges, shall be as specified in the Medical Staff bylaws unless otherwise specified in the notice of individual appointment following a determination in accordance with the Medical Staff Bylaws.
- (4) Initiation of Corrective Action and Suspension: Where in the best interests of patient safety, quality of care, or the Hospital staff, the District may take action subject to the standards and procedures in the Medical Staff Bylaws, Rules and Regulations and applicable law.
 - i. The Chief Executive Officer may summarily suspend or restrict clinical privileges of any Medical Staff member subject to the standards and procedures in the Medical Staff Bylaws, Rules and Regulations and applicable law.
- (5) Fair Hearing and Appellate Procedures: The Medical Staff Bylaws shall establish fair hearing and appellate review mechanisms in connection with Staff recommendations for the denial of Staff appointments, as well as denial of reappointments, or the curtailment suspension or revocation of privileges. The hearing and appellate procedures employed by the District upon referral of such matters shall be consistent with the Local Healthcare District Law [California Health and Safety Code (H&S) 32,150, and those specified in the Medical Staff Bylaws, Rules and Regulations.

d. Accountability to the District

The Medical Staff shall conduct and be accountable to the District for conducting activities that contribute to the preservation and improvement of quality patient care and safety in the Hospital.

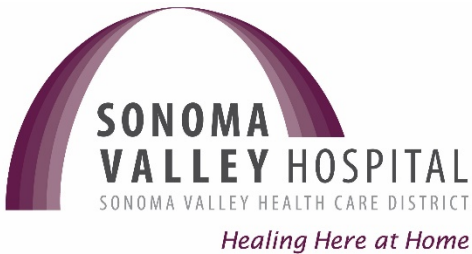
Bylaws of the Sonoma Valley Health Care District

e. Documentation

The District shall receive and act upon the findings and recommendations emanating from the activities required by Article IV, Section 2(d). All such findings and recommendations shall be in writing and supported and accompanied by appropriate documentation upon which the District can take appropriate action.

Section 6. Contractual, Collaborative and Affiliation Relationships

The District may enter into contractual, collaborative and affiliation relationships with other Districts, provider organizations, or consortia in order to share resources and improve access to care to better serve the needs of those in the Valley.



To: SVHCD Board of Directors
From: Judith Bjorndal, MD
Meeting Date: January 5, 2023
Subject: Board Member Committee Assignments

Recommendation:

I propose the following Committee assignments for 2023:

Finance Committee

Bill Boerum, Chair
Wendy Lee

Quality Committee

Susan Kornblatt Idell, Chair
Judith Bjorndal, MD

Audit Committee

Bill Boerum, Chair
Wendy Lee

Governance Committee

Bill Boerum, Chair
Denise Kalos

Affiliation Oversight Committee

Judith Bjorndal, MD, Chair
Wendy Lee

Ancillary Services Annual Review 2021

**SVHCD Board of Directors
January 5, 2023**

TODAY'S TOPICS

- Who Are We
- Our Dashboard
 - ❖ Quality, Patient and Staff Satisfaction
- Volumes
- Financial Performance
- Accomplishments
- Challenges
- What's Next

Who Are We

- Diagnostic Services
 - ❖ Imaging and Cardiology
- Laboratory
- Rehab Services
- Occupational Health
- Wound Care
- Patient Access/Admitting
- Physician Clinics

Dashboard

CY 2021						
Unit/Indicator	Q1	Q2	Q3	Q4	Goal	Staff Turnover
Wound Care						
Mean Time to Heal	10	9	15	19	<31 days	0
Percent Healed	100%	96%	100%	100%	>97%	
Diagnostic Services						
Exam Tracking	100%	100%	99%	100%	>95%	2
Repeat Analysis	3%	3%	2%	3%	<5%	
Clinical Lab Services						
Blood Culture Contamination	2.1%	1.6%	1.9%	2.4%	<3%	1
Critical Values	100%	100%	98%	99%	100%	
Unit/Indicator						
Q1						
Q2						
Q3						
Q4						
Goal						
Staff Turnover						
Occ Health						
Chart Audits	100%	100%	100%	100%	100%	0
Employer Complaints	1	0	1	1	<3mo.	
Patient Complaints	1	0	1	1	<3mo.	
Rehab Services						
Functional Ability/OP	100%	88.0%	92.0%	100.0%	100%	3
Knee Flexion ROM/IP	67%	75.0%	76%	76%	100%	
Patient Access						
Ability to Get An Appt.	4	2	2	3	<3 complaints mo.	3
POS Collections	0.57%	0.99%	0.73%	0.63%	1.00%	
Physician Clinics						
Total Staff Turnover						9/67 or 13.5%

Patient Satisfaction Rate My Hospital 2021

Department	Q1	Q2	Q3	Q4
Medical Imaging	4.81	4.86	4.81	4.85
OP Rehab	4.93	4.91	4.81	4.89

Staff Satisfaction

Department	2020	2021
Patient Access	4.03	3.73
Occ Health	4.49	4.54
Laboratory	3.80	3.88
Physician Clinics Wound Care	4.49	4.44
Family Practice	3.94	4.28
Diagnostic Imaging	4.05	4.29
Rehab Services	4.22	3.97

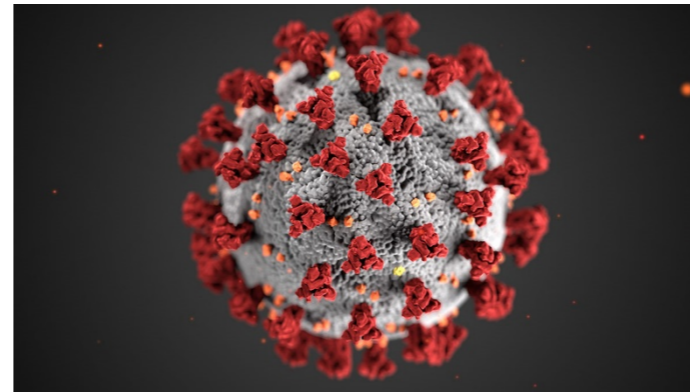
Annual Volumes

Department	FY 2021	FY 2022
OP Rehab	25,411	26,132
Lab	136,204	161,924
X Ray	9,684	11,098
CT	4,701	5,319
MRI	1,363	1,364
Ultrasound	2,817	3,282
Mammo	2,237	2,698
PFT	734	772
EKG	501	420
Echo	800	954
Occ Health	5,702	5,389
Wound Care	2,036	3,015

COVID 19



We stuck it to COVID this year, AGAIN!



Participation in 24 Pediatric COVID Vaccine Clinics and weekly Covid vaccine clinics at SVCHC.

Testing

Year	Total	Positives	Positivity
2021	4951	150	3.0%
2022 YTD	6468	444	6.9%

FINANCIAL PERFORMANCE

Fiscal Year	OP DX	Rehab Svcs.	Ancillary
2019	\$3,909,611	\$1,363,952	\$820,238
2020	\$3,180,345	\$1,179,427	\$478,225
2021	\$4,332,936	\$1,753,275	\$772,272

ACCOMPLISHMENTS

- New CT Room – 128 slice CT
- E H R for Occupational Health
- Lab Procurement COVID 19 Testing Equipment
- New Pacs System- FUJI
- New Tele Radiology Services- Emergence
- Automated Screening Kiosks

Our Challenges

- Staffing
- Supply Chain Shortages
- Paper

What's Next

- Phase II Outpatient Diagnostic Center
- MRI Project
- Physical Therapy Expansion
 - ❖ Aquatic Therapy

We did it!



Questions?

Thank you!



To: SVHCD Board of Directors
From: Susan Kornblatt Idell
Date: January 5, 2023
Subject: Quality Committee Quarterly Report

Quality performance in the 3rd Quarter remains strong. Metrics measured and reported monthly to Quality Committee include

- Mortality
- AHRQ Patient Safety Indicators
- Patient Falls
- Readmissions
- Blood Culture Contamination
- Stroke Core Measures
- Utilization Management
- Core Measures- Sepsis/ED/Colonoscopy
- Infection Prevention
- Inpatient and Outpatient Satisfaction

Hospital continues to focus on the following Quality Initiatives-

- All sepsis cases are review by the Director of Quality. Any cases that do not meet the core measure standards for sepsis care are reviewed by the Director of Emergency Services and the Medical Director of the ED with education and follow up with care providers.
- Stroke care. The hospital continues to meet or exceed all measures regarding stroke care
- 7 Day readmissions are reviewed by the Director of Quality and the Medical Director of the Hospitalist group. 1st Quarter readmission (within 30 days of discharge) rate was 12.7%, significantly improved in the 2nd quarter to 6.6% and further improved in the 3rd quarter to 6%. Case Management involved in ensuring that patients have follow up appointments and support needed on discharge.
- Continued focus on length of stay. 3rd Quarter length of stay averaged 2.9 days on a goal of 2.75. Continued collaboration between physicians, nursing and case management regarding discharge and length of stay occurs daily at morning huddles.
- Zero adverse events in 3rd quarter

- Hospital wide initiatives surrounding patient satisfaction continue. Improvements seen in 4 out of 9 domains. HCAHPS (inpatient and outpatient surgery) survey's return very low, averaging 7-9 surveys per months. Starting the 3rd Quarter have started reporting the Rate My Hospital rankings for all departments as a comparison to HCAHPS results. The hospital receives approx. 250 surveys through Rate my Hospital each month for all hospital departments (Emergency, Diagnostic services, Inpatient, Physical Therapy, Surgery)

Monthly presentations regarding departmental quality initiatives and data continues. In the 3rd Quarter presentations from the laboratory department, rehab services department and the Emergency department were presented and reviewed.

HCAHPS 3rd Quarter Review

Survey Items	SECTION/DOMAIN	Survey Type	n	Top Box Score				Percentile Rank	Score Trendline	Details
				Current (Q3 2022)	Previous (Q2 2022)	Goal	Change			
Rate hospital 0-10	GLOBAL ITEMS	CAHPS	33	72.73%	69.70%	—	3.03%	67		
Recommend the hospital	GLOBAL ITEMS	CAHPS	33	75.76%	83.87%	—	-8.11%	75		
Domain: Comm w/ Nurses	COMM W/ NURSES	CAHPS	33	80.81%	82.39%	—	-1.58%	69		
Domain: Response of Hosp Staff	RESPONSE OF HOSP STAFF	CAHPS	31	83.81%	68.62%	—	15.19%	97		
Domain: Comm w/ Doctors	COMM W/ DOCTORS	CAHPS	33	71.46%	84.27%	—	-12.80%	13		
Domain: Hospital Environment	HOSPITAL ENVIRONMENT	CAHPS	33	63.64%	71.42%	—	-7.79%	43		
Domain: Comm About Medicines	COMM ABOUT MEDICINES	CAHPS	26	57.08%	62.50%	—	-5.42%	34		
Domain: Discharge Information	DISCHARGE INFORMATION	CAHPS	31	88.33%	85.45%	—	2.88%	72		
Domain: Care Transitions	CARE TRANSITIONS	CAHPS	33	63.85%	52.87%	—	10.99%	93		

† Custom Question ^ Focus Question
 ■ At or Above Goal ■ <5 Points Below Goal ■ >5 Points Below Goal □ No Goal

Q2 2021 Q3 2021 Q4 2021 Q1 2022 Q2 2022 Q3 2022



To: Sonoma Valley Health Care District Board of Directors
From: Ben Armfield, Chief Financial Officer
Date: January 5, 2023
Subject: **CHFAA Bridge Loan Program Year II – Loan Agreement**

Recommendation:

Administration recommends the Sonoma Valley Health Care District Board of Directors approve the Loan and Security Agreement between Sonoma Valley Health Care District and California Health Facilities Financing Authority (CHFFA).

Loan Update:

The CHFAA Bridge Loan Program Year II board resolution was approved during the December board meeting. That resolution authorized Sonoma Valley Hospital and CHFFA to move forward with the finalization of the loan amount and the population of the actual loan documents. We are including the formal loan documents for your review and are asking the board to approve the execution of the loan agreement.

When the resolution was presented at last month's meeting, we were unsure what the total funding amount would be. We were guaranteed to receive at least \$307,450 but potentially could be awarded up to \$779,000, dependent upon the number of applicants and the size of the fund pool. A couple of weeks ago we were made aware that our loan was indeed approved by CHFFA, and we are approved for an amount up to \$758,242. This is more than double the size of the amount we were expecting to receive from CHFFA.

Loan Details:

Sonoma Valley Health Care District is eligible to receive \$758,242 for this initial funding round. There may be additional funds available later this year as well, but additional loan proceeds would most likely be minimal as our maximum approved amount for the year is \$779,000.

The loan carries a 2-year term with a balloon payment at the end of the 24th month. This is a 0% interest-rate loan. The only fee pertaining to this is a 1% (or \$7,582) administration fee paid to CHFFA.

Attachments:

- California Health Facilities Financing Authority (CHFFA) – Sonoma Valley Health Care District Loan Approval Memorandum
- California Health Facilities Financing Authority (CHFFA) Non-designated Public Hospital Bridge Loan Program Loan Agreement

State of California

California Health Facilities
Financing Authority**MEMORANDUM**

Date: December 9, 2022

To: Carolyn Aboubechara, Executive Director

CC: Rosalind Brewer, Operations Manager
Matthew Francis, Staff Services Manager I

From: Tyler Bui, Associate Governmental Program Analyst

Subject: Nondesignated Public Hospital Bridge Loan Program II (NDPH II)
Approval of Loan Under Delegated Authority
First Funding Round – 2nd Approval

At the August 25, 2022, California Health Facilities Financing Authority (CHFFA) board meeting, the Authority approved Resolution No. 2022-03, authorizing the implementation of NDPH II (Section 2.00, Chapter 43, Statutes of 2022), which provides up to \$40 million in General Fund working capital loans to eligible nondesignated public hospitals. The resolution also gave delegated authority to the Executive Director, or the Deputy Executive Director, to approve loans pursuant to the NDPH II guidelines.


Staff recommends approval of the below applicant and the loan amount. The applicant below was determined eligible and applied for an amount pursuant to the NDPH II guidelines.

	Nondesignated Public Hospital	Loan Amount Approved
1	Sonoma Valley Hospital	\$758,242
	Total	\$758,242

Nondesignated Public Hospital Bridge Loan Program II (NDPH II)
Approval of Loans Under Delegated Authority
First Funding Round- 2nd Approval
December 9, 2022
Page 2

Total Amount Available to Loan:	\$40,000,000
Less: Previous Amounts Approved:	32,384,902
Less: Current Amounts to be Approved:	758,242
Amount Remaining:	\$ 6,856,856

The above applicants and loan amounts under NDPH II are hereby approved:

By: 
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Carolyn Aboubechara
Executive Director

Date: 12/9/2022

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

Nondesignated Public Hospital Bridge Loan Program II

Loan and Security Agreement

This Loan and Security Agreement (“Agreement”) is entered into between the CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY, a public instrumentality of the State of California (“Lender” or “Authority”), authorized by the California Health Facilities Financing Authority Act (Gov. Code §15430 et seq.) (the “Act”), having its principal place of business at 915 Capitol Mall, Room 435, Sacramento, California 95814, and **Sonoma Valley Health Care District**, a California Local Healthcare District DBA **Sonoma Valley Hospital**, a nondesignated public hospital (“Borrower”) as defined in the Nondesignated Public Hospital Bridge Loan Program II Guidelines, having its principal place of business at **347 Andrieux Street, Sonoma, California, 95476**.

RECITALS

A. The Borrower has applied to the Authority for a loan from the Nondesignated Public Hospital Bridge Loan Program II to fund its Working Capital, as defined in Government Code, section 15432, subdivision (h), needs to support its operations.

B. Borrower is a nondesignated public hospital, as defined in Welfare and Institutions Code, section 14165.55, subdivision (l), excluding those affiliated with county health systems pursuant to Section 2.0, Chapter 43, Statutes of 2022.

C. The Authority has determined that the Borrower’s Application meets the eligibility requirements of the Nondesignated Public Hospital Bridge Loan Program II Guidelines .

D. Borrower has requested that Lender lend Borrower certain moneys from the Authority’s Nondesignated Public Hospital Bridge Loan Program II’s fund balance for the following purpose: To fund its Working Capital needs to support its operations (the “Purpose”).

E. Lender is willing to lend Borrower the moneys subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Waiver of Sovereign Immunity

The Borrower hereby waives any immunity it may have from lawsuits and other legal proceedings brought under this Agreement or in connection therewith that are brought by the Authority in the Superior Court for the County of Sacramento and all courts to which appeals therefrom are available, and enforcement of any judgment of that court in any court of competent jurisdiction, to enforce the terms of this Agreement, and to enforce and

execute any order, judgment, or ruling resulting therefrom against any assets or revenues of the Borrower.

If, and only if, a dispute arises between the parties over a matter for which the Borrower has provided a waiver of immunity under this Agreement (the “Dispute”), and the Superior Court for the County of Sacramento cannot or is unwilling to hear the Dispute, then either party may request binding arbitration of the Dispute. To initiate binding arbitration of a Dispute, a party shall notify the other party in writing. The Dispute shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and subject to California law concerning arbitration, and judgment on the award rendered by the arbitrator may be entered in any court pursuant to California law concerning arbitration. One arbitrator shall preside and be selected by the American Arbitration Association. The arbitration shall take place in Sacramento, California. The arbitrator shall render an award within forty-five (45) days from the conclusion of the arbitration. In the event of arbitration, the prevailing party shall be entitled to all its costs, including reasonable attorneys’ fees, from the nonprevailing party.

ARTICLE I – DEFINITIONS

Section 1.1- CHECKWRITE means a reimbursement for Medi-Cal covered services, due to the Borrower from the California Department of Health Care Services (“DHCS”), for a particular payment period.

Section 1.2- GUIDELINES means the Nondesignated Public Hospital Bridge Loan Program II Guidelines approved by the Authority, as may be amended from time to time.

Section 1.3- LIEN means the securitization of the Loan, including, but not limited to, the Authority’s intercept of the Borrower’s Medi-Cal reimbursements.

Section 1.4- LOAN DOCUMENTS means this Agreement, the Promissory Note, the agreement referenced in Section 3, and the Borrower’s Application, including all exhibits to those documents.

Section 1.5- WORKING CAPITAL means those costs as defined in Government Code, section 15432, subdivision (h), and are the costs eligible for reimbursement to the Borrower from the Loan amount approved by the Authority.

Section 1.6 – DOCUMENT DATE means the date of this Agreement, which is the date Lender signs this Agreement.

Section 1.7- Any capitalized terms used but not otherwise defined in this Agreement shall have the meaning set forth in the Guidelines.

2. The Loan Repayment.

Subject to the terms and conditions of this Agreement, Lender agrees to make a zero percent (0%) interest rate loan in the aggregate principal amount of **Seven Hundred Fifty-Eight Thousand Two Hundred Forty-Two Dollars and Zero Cents (\$758,242.00)** (the “Loan”) to Borrower. The Loan proceeds shall be disbursed to Borrower upon the satisfaction of all the conditions precedent set forth in Sections 3, 4, and 5 of this Agreement. It is the intent of the Borrower and the Lender to create

a line of credit agreement between the Borrower and the Lender whereby the Borrower may borrow up to **Seven Hundred Fifty-Eight Thousand Two Hundred Forty-Two Dollars and Zero Cents (\$758,242.00)** from Lender.

(a) Borrower's obligation to repay the Loan shall be evidenced by a promissory note executed by Borrower (the "Note"), payable to the order of the Lender, in which Borrower agrees to repay the principal sum of the Loan no later than twenty-four (24) months from the date of this Agreement ("Due Date"). Borrower shall have the right at any time to prepay the Note in whole or in part without premium or penalty.

(b) All payments and prepayments of principal, at the option of Lender, shall be applied first to any fees and costs owing, and after all those fees and penalties have been paid, any remainder shall be applied to the reduction of the principal balance.

3. Security Agreement.

To induce Lender to make the Loan, to secure Borrower's performance under this Agreement, and to ensure the punctual payment of the amount due under this Agreement and the Note, the Borrower hereby grants a security interest to Lender and to its successors, and assigns, for so long as Borrower has any obligations to Lender under this Agreement, and for the security and benefit of the Lender, in twenty percent (20%) of the Borrower's respective checkwrite payments (all those rights being the "Collateral").

Borrower agrees to execute a written agreement, substantially in the form set forth in Exhibit A attached hereto and incorporated herein by reference, that authorizes DHCS to redirect Borrower's checkwrite payments to the Lender if the Loan amount is not repaid in full within twenty-four (24) months of the date of this Agreement, until that time as the Loan to the Borrower made by Lender (including any fees and other loan related costs as may arise) is paid in full. By the execution of the attached agreement, Borrower agrees to assign 20% of its respective checkwrite payments to the Lender until the Lender notifies DHCS that the loan has been satisfied.

4. Representations and Warranties.

To induce Lender to make the Loan under this Agreement, Borrower hereby represents and warrants to Lender that as of the date hereof and, where relevant, until the Note is paid in full and all obligations under this Agreement are performed in full, that:

(a) Borrower is duly organized under applicable law, is qualified to do business and in good standing in each jurisdiction where required, and has complied with all laws necessary to conduct its business as presently conducted;

(b) Borrower has authority, and has completed all proceedings and obtained all approvals and consents necessary, to execute and deliver all documents authorizing this Loan, including, without limitation, all the Loan Documents, and the transactions contemplated by these Loan Documents;

(c) the execution, delivery, and performance of the Loan Documents will not contravene, or constitute a default under or result in a lien upon the assets of Borrower pursuant to any applicable law or regulation, any charter document of Borrower, or any contract, agreement, judgment, order, decree, or other instrument binding upon or affecting Borrower except for, if applicable, (i) certain liens created by the Loan Documents evidencing this Loan and (ii) other liens in favor of Lender;

(d) this Agreement, the Note, the agreement referenced in Section 3 and all of the other Loan Documents constitute the legal, valid, and binding obligations of Borrower, enforceable in accordance with their respective terms;

(e) Borrower represents, except as previously disclosed to Lender, and warrants there is no financing statement, security agreement, or any other document covering any required Collateral, or any part thereof, on file, recorded, or in effect in any public office;

(f) except as previously disclosed to Lender in writing, there is no action, suit, or proceeding, pending or threatened, against Borrower that might adversely affect Borrower in any material respect;

(g) Borrower does not have any delinquent tax obligations, and all tax returns required of Borrower have been filed; and

(h) all proceeds of this Loan will be used by the Borrower solely for the Purpose as described in the Recitals and as has been approved by Lender.

5. Conditions Precedent.

Lender shall have no obligation to make the Loan under this Agreement until Lender is satisfied that all of the following conditions have been satisfied:

(a) as of the date of this Agreement, there shall exist no Event of Default, as defined in Section 7, and no event that, with the giving of notice or passage of time, or both, would constitute an Event of Default;

(b) Borrower shall have delivered to Lender a duly executed Agreement, Note, and all other requested Loan Documents;

(c) Borrower shall have delivered to Lender a resolution of the Borrower's Board of Directors duly authorizing the execution, delivery, and performance by it of each of the Loan Documents as well as ratification of the submitted application; and

(d) Borrower shall have delivered any other documents reasonably required by Lender in connection with carrying out the purposes of this Agreement, including all documents specified in Sections 2, 3, 4, and 5.

6. Covenants.

From the date of this Agreement until the Note is paid in full and all obligations under this Agreement are performed, Borrower agrees that:

(a) at all times during this Agreement, Borrower shall accurately maintain, in accordance with generally accepted accounting principles, all books of account, records, and documents of every kind in which all matters relating to this Loan, including, without limitation, all income, expenditures, assets, and liabilities;

(b) Borrower shall at all times maintain its corporate existence and shall do or cause to be done all things necessary to preserve and keep in full force and effect its rights, licenses, and franchises;

(c) Borrower, without the prior written notification to Lender, shall not change its name or place of business, merge, affiliate, or consolidate with any company or enterprise, or otherwise substantially change its corporate structure or the general character of its business as it is presently conducted;

(e) Borrower shall do all acts that may be necessary to maintain, preserve, and protect any required Collateral;

(f) Borrower shall not use or permit any required Collateral to be used unlawfully or in violation of any provision of this Agreement, or any applicable statute, regulation, ordinance, or any policy of insurance covering the Collateral;

(g) Borrower shall execute and deliver any financing statement, assignment, or other writing deemed necessary or appropriate by Lender to perfect, maintain, and protect its security interest under this Agreement;

(i) Borrower shall pay all taxes, assessments, and related obligations when those taxes, assessments, and obligations are due and payable;

(j) Borrower shall not create, incur, assume, or suffer to exist any further assignment, encumbrance, or lien upon any required Collateral without the prior written consent of Lender;

(k) Borrower shall pay all costs, fees, and expenses incurred by Lender in connection with this Agreement;

(l) Borrower may not assign the Agreement or Note to any person or entity, and the Agreement or Note may not be assumed by any person or entity without the prior written consent of Lender;

(m) Borrower shall promptly notify Lender in writing of the occurrence of any event that might materially adversely affect Borrower or that constitutes, or upon notice or passage of time or both, would constitute an Event of Default; and

(n) Borrower shall pay to Lender a fee equal to one percent (1.00%) of the loan amount as a reduction in disbursement of loan proceeds to Borrower.

7. Events of Default.

A default exists, upon the occurrence and during the continuance of any of the following events (“Events of Default”):

(a) failure by Borrower to pay any principal or any other amount payable hereunder or under the Note when due in accordance with the terms of the Agreement or the Note;

(b) any representation or warranty made by Borrower in this Agreement or in any other Loan Document or financial or other statement furnished at any time under or in connection herewith or therewith shall prove to have been incorrect, false, or misleading in any material respect on or as of the date when made or deemed to have been made or prior to the date when all obligations of this Agreement have been fully satisfied;

(c) failure of Borrower to fully and completely perform any obligation (except for the obligation set forth in Section 2(b) of this Agreement), covenant, or agreement set forth in this Agreement or in the other Loan Documents or any agreement as may be required by Sections 3,4, and 5 herein and the failure to cure the default, in the sole discretion of the Lender, may not constitute an Event of Default unless (i) Borrower fails to commence steps to cure the failure within the fifteen (15) day period or (ii) Borrower fails to cure the failure within thirty (30) days after the date of the failure;

(d) (i) Borrower shall have applied for or consented to the appointment of a custodian, receiver, trustee, or liquidator of all or a substantial part of its assets, (ii) a custodian, receiver, trustee, or liquidator shall have been appointed with or without the consent of Borrower, (iii) Borrower shall generally not be paying its debts as they become due, has made a general assignment for the benefit of creditors, has filed a voluntary petition in bankruptcy, or has filed a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law, (iv) Borrower shall have filed an answer admitting the material allegations of a petition in any bankruptcy, reorganization, or insolvency proceeding, or taken any corporate action for the purpose of effecting the filing of an answer, (v) a petition in bankruptcy shall have been filed against Borrower and shall not have been dismissed for a period of thirty (30) consecutive days, (vi) an order for relief shall have been entered under the United States Bankruptcy Code against Borrower, (vii) an order, judgment, or decree shall have been entered, without the application, approval, or consent of Borrower, by any court of competent jurisdiction approving a petition seeking reorganization of Borrower or appointing a receiver, trustee, custodian, or liquidator of Borrower or a substantial part of its assets, and the order, judgment, or decree shall have continued unstayed and in effect for any period of forty-five (45) consecutive days, (viii) Borrower shall have suspended the transaction of its usual business, or (ix) Borrower shall have ceased to be authorized by the laws of this State to operate a health facility, as defined by the Act; and

(e) if the Loan amount due under this Agreement is not paid in full within twenty-four (24) months from the date of this Agreement, then, at the option and upon the declaration of Lender, all amounts owed to Lender under this Agreement and the Note, without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived, shall become immediately due and payable, and Lender may immediately, and without expiration of any period of grace, enforce payment of all amounts owed to Lender under this Agreement and the Note and exercise any and all other remedies granted to it at law, in equity or otherwise, for the enforcement of realization of the security interests provided in this Agreement. In addition, Lender shall be entitled to recover from Borrower all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in exercising any remedies under this Agreement.

No delay in accelerating the maturity of any obligation contained in this Agreement or in taking any other action with respect to any Event of Default shall affect the rights of Lender later to take that action with respect thereto, and no waiver as to a prior occasion shall affect rights as to any other Event of Default. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy, or recourse as to a subsequent event.

Borrower waives presentment and demand for payment, notice of intent to accelerate maturity, notice of acceleration and maturity, protest or notice of protest and nonpayment, bringing of suit, and diligence in taking any action to collect any sums owing under this Agreement, and agrees that its liability on this Agreement shall not be affected by any release of or change in any security for the payment of sums due under this Agreement.

If Borrower fails to pay its one-time installment of principal due under this Agreement by the Due Date of the one-time installment, Borrower shall pay Lender twenty percent (20%) of its respective Medi-Cal checkwrite payments due for the purpose of the handling of a delinquent payment. Borrower and Lender agree that the method of repayment represents a reasonable means of collection considering all of the circumstances existing on the date of this Agreement.

Acceptance by the Lender or holder of the Note of any installment after any default under this Agreement shall not operate to extend the time of payment of any amount then remaining unpaid or constitute a waiver of any other rights of the Lender or holder under the Note or this Agreement.

8. Security Agreement.

This Agreement shall constitute a security agreement with respect to any required Collateral.

9. Miscellaneous.

(a) Borrower hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Lender, Authority members, officers, directors, trustees, employees, and agents from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly,

indirectly, wholly, or partially arising from or in connection with any act or omission of Borrower, its employees, or its agents, in applying for or accepting the Loan, or in expending or applying the moneys furnished pursuant to this Agreement. This section shall survive the termination of this Agreement.

(b) The terms of this Agreement may be revised or modified only with the prior written consent of both parties.

(c) The descriptive headings in this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions of this Agreement.

(d) Any provision of this Agreement that is illegal, invalid, or unenforceable shall be ineffective to the extent of that illegality, invalidity, or unenforceability without rendering illegal, invalid, or unenforceable the remaining provisions of this Agreement.

(e) This Agreement is intended by the parties to be the final expression of their agreement with respect to the terms included in this Agreement and shall not be contradicted by evidence of any prior or contemporaneous agreement.

(f) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all counterparts shall together constitute one and the same instrument.

(g) All notices given under this Agreement shall be in writing and be hand-delivered or mailed by registered or certified mail, postage prepaid, and shall be sent to the parties' respective addresses first written above or any other address a party may have specified in writing.

(h) Borrower waives trial by jury in any litigation arising out of or relating to this Agreement in which a holder of the Note is an adverse party and further waives the right to interpose any defense, set-off, or counterclaim of any nature or description.

(i) Lender and Borrower hereby agree that the laws of the State of California apply to this Agreement. Any legal action or proceedings brought to enforce or interpret the terms of this Agreement shall be initiated and maintained in the courts of the State of California and or the United States in Sacramento, California, but Lender may waive venue in Sacramento County in its sole discretion.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in day and year first hereinabove written.

LENDER: **CALIFORNIA HEALTH FACILITIES
FINANCING AUTHORITY**, a public
instrumentality of the State of California

By: _____
Name: _____ **Carolyn Aboubechara**
Title: _____ **Executive Director**
Date: _____

BORROWER: **Sonoma Valley Health Care District**
a California Local Healthcare District DBA Sonoma
Valley Hospital, a nondesignated public hospital

By: _____
(Authorized Officer)
Name: _____ **John Hennelly**
Title: _____ **President and Chief Executive Officer**
Date: _____

EXHIBIT A

AUTHORIZATION TO CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
REDIRECTION OF MEDI-CAL WARRANTS TO
CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

1. NAME OF BORROWER (MEDI-CAL PROVIDER)		2. MEDI-CAL PROVIDER NUMBER	
Sonoma Valley Healthcare District		17-10063870 17-10063870	
3. MAIN CONTACT PERSON NAME		4. TELEPHONE NUMBER	
Ben Armfield		559-259-3753	
5. ADDRESS CITY STATE ZIP			
347 Andrieux Street, Sonoma, California, 95476			
6. LOAN AMOUNT NOT TO EXCEED			
Seven Hundred Fifty-Eight Thousand Two Hundred Forty-Two Dollars and Zero Cents (\$758,242.00)			

Borrower hereby assigns all of its rights to twenty percent (20%) of its respective Medi-Cal checkwrite payments, along with any and all underlying right to reimbursement as may currently exist, to the California Health Facilities Financing Authority (CHFFA) if the Loan amount is not repaid in full within 24 months of the date of this Agreement, as part of the re-payment requirements of the Nondesignated Public Hospital Bridge Loan Program II approved by CHFFA Resolution No. 2022-03 on August 25, 2022.

This assignment shall be in place until CHFFA has notified the Department of Health Care Services (DHCS) that the loan has been paid in full, whereupon the right to full future reimbursements shall revert to the Borrower.

Borrower receives Medi-Cal reimbursement via (check appropriate box):

- Paper warrants
- Electronic funds transfer (EFT)

If an EFT recipient, Borrower acknowledges and agrees to the following requirements:

Borrower shall complete an EFT cancellation form (see attached), which shall be submitted to DHCS. This form must be submitted to DHCS at least one week in advance of the applicable State Controller’s Office (SCO) checkwrite issuance date.

Borrower acknowledges that after DHCS receives notice from CHFFA that Borrower’s loan is paid in full, the Medi-Cal reimbursement to Borrower will be by paper warrants until such time as the Borrower reapplies for EFT and that application is effective.

Borrower assumes the responsibility of updating its address on file with DHCS and submitting to DHCS any necessary address correction using the Medi-Cal Supplemental Changes form (Form 6209).

BORROWER: **Sonoma Valley Health Care District**, a California Local Healthcare District DBA Sonoma Valley Hospital, a nondesignated public hospital

By: _____
(Authorized Officer)

Name: **John Hennelly**

Title: **President and Chief Executive Officer**

Date: _____

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

Nondesignated Public Hospital Bridge Loan Program II

Promissory Note (“Note”)

\$758,242.00

Sonoma Valley Health Care District, a California Local Healthcare District DBA **Sonoma Valley Hospital**, a nondesignated public hospital having its principal place of business at **347 Andrieux Street, Sonoma, California, 95476** (“Borrower”), for value received, hereby promises to pay to the order of CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY, a public instrumentality of the State of California (the “Lender” or “Holder”), at its office located at 915 Capitol Mall, Room 435, Sacramento, California 95814, or at such other place as the Holder may from time to time designate in writing, in lawful money of the United States of America, the principal sum of **Seven Hundred Fifty-Eight Thousand Two Hundred Forty-Two Dollars and Zero Cents (\$758,242.00)** or so much thereof as may be advanced to or for the benefit of the Borrower by the Lender in Lender’s sole and absolute discretion, until payment of such principal sum shall be discharged in no event later than 24 months from the date as more particularly provided for in that certain Loan and Security Agreement between Borrower and the Lender, dated as of the date thereof (the “Agreement”). It is the intent of the Borrower and Lender to create a line of credit agreement between Borrower and Lender whereby Borrower may borrow up to **\$758,242.00** from Lender provided, however, that Lender has no obligation to lend Borrower any amounts hereunder and the decision to lend such money lies in the sole discretion of Lender.

All payments on this Note shall, at the option of Holder, be applied first to any fees and costs owing and any remainder shall be applied to a reduction of the principal balance.

The Borrower shall be in default of this Note on the occurrence of any of the events set forth in the Agreement executed simultaneously herewith, including but not limited to the following: (i) the Borrower shall fail to meet its obligation to make the required principal payment hereunder; (ii) the Borrower shall be dissolved or liquidated; (iii) the Borrower shall make an assignment for the benefit of creditors or shall be unable to, or shall admit in writing their inability to pay their debts as they become due; (iv) the Borrower shall commence any case, proceeding, or other action under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, or any such action shall be commenced against the undersigned; (v) the Borrower shall suffer a receiver to be appointed for it or for any of its property or shall suffer a garnishment, attachment, levy or execution.

Upon default of this Note, Lender may declare the entire amount due and owing hereunder to be immediately due and payable. Lender may also use all remedies in law and in equity to enforce and collect the amount owed under this Note. The remedies of the Holder, as provided in the Agreement shall be cumulative and concurrent and may be pursued singularly, successively or together, at the sole discretion of Holder, and may be exercised as often as occasion therefor shall arise. No act of omission or commission of Holder, including

specifically any failure to exercise any right, remedy or recourse shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

Borrower hereby waives presentment and demand for payment, notice of intent to accelerate maturity, notice of acceleration and maturity, protest or notice of protest and non-payment, bringing of suit and diligence in taking any action to collect any sums owing hereunder, and agrees that its liability on this Note shall not be affected by any release of or change in any security for the payment of this Note.

Borrower shall have the right to prepay this Note in whole or in part at any time without penalty or premium.

Any provision of this Note or corresponding Agreement, that is illegal, invalid or unenforceable, shall be ineffective to the extent of such illegality, invalidity or unenforceability without rendering illegal, invalid or unenforceable the remaining provisions of this Note.

Borrower agrees that the laws of the State apply to this Note. Any legal action or proceedings brought to enforce or interpret the terms of this Note shall be initiated and maintained in the courts of the State of California or the United States in Sacramento, California, but Lender may waive venue in Sacramento County in its sole discretion.

BORROWER: Sonoma Valley Health Care District
a California Local Healthcare District DBA Sonoma Valley Hospital, a nondesignated public hospital

By: _____
(Authorized Officer)

Name: **John Hennelly**

Title: **President and Chief Executive Officer**

Date: _____

SVHCD BOARD CALENDAR - 2023

January	February	March	April	May	June
<ul style="list-style-type: none"> • Board Member Committee Assignments • Board Work Plan • Quality Committee Work Plan • Quality Committee Quarterly Report • Ancillary Services Annual Report (moved from Oct 2022) 	<ul style="list-style-type: none"> • Finance Committee Quarterly Report • UCSF Affiliation Update • Quality Committee Annual Report • Annual Strategic Plan • Patient Care Services Annual Report 	<ul style="list-style-type: none"> • Review FY 2024 Budget Assumptions • Review Updates to Five Year Rolling Strategic Plan • UCSF Affiliation (Shelby DeCosta) 	<ul style="list-style-type: none"> • Chief of Staff Report • Patient Service/Surgery Annual Report • Annual Hospital Quality Report • Information Services Annual Report • Board Planning Offsite 	<ul style="list-style-type: none"> • Finance Committee Quarterly Report • Human Resources Annual Report • Joint Board/Finance Committee Budget Meeting • Seismic Requirements – HCA (Brian Bucklew) 	<ul style="list-style-type: none"> • IS Annual Report – Terry McKinney • Approve FY 2023 Budget • Approve Capital Spending Plan • Appointment of CEO Compensation Committee • CEO Goals for FY 2024 • SVHF Annual Update
July	August	September	October	November	December
<ul style="list-style-type: none"> • Valley of the Moon Post Acute Semi-Annual Report • Quality Committee Quarterly Report 	<ul style="list-style-type: none"> • Patient Service/Surgery Annual Report • Finance Committee Quarterly Report • UCSF Affiliation Update 	<ul style="list-style-type: none"> • Chief of Staff Report • IS Annual Report - Terry McKinney • Resolution for GO Bond Tax Rate • UCSF Affiliation Update (WRITTEN UPDATE) 	<ul style="list-style-type: none"> • Approve CEO Performance Evaluation/ Compensation/ Annual Incentive Goals • Quality Committee Quarterly Report • Marketing/PR Update • Board Assessment Offsite 	<ul style="list-style-type: none"> • Approve FY 2021 Audit • SVHCD Annual Report to the Community • Finance Committee Quarterly Report 	<ul style="list-style-type: none"> • Elect District Officers

Speakers, Education Opportunities, Briefings

Possible 2023 Guest Speakers

- Sonoma Community Health Center CEO – Cheryl Johnson
- Sonoma Valley Fire & Rescue – Steve Akre
- Portrait of Sonoma – Oscar Chavez
- Mark Finucane - Hospital and healthcare institution transformation
- Hospice by the Bay – Kitty Whitaker
- Vintage House – Renee Scott
- La Luz Executive Director – Leonardo Lobato
- Seismic Requirements – HCA – Brian Bucklew (*schedule for May 2023*)
- UCSF Affiliation – Shelby Decosta (*schedule for March 2023*)

(Note: Strategic Reports and ODC Updates need to be at the beginning of the meetings.)

- 2023 Resolutions

Note: Guest speakers will be slotted in over the course of the year
➤ Items with arrows are separate meetings to be scheduled

2023 Quality Committee Work Plan

January 1/25	February 2/22	March 3/29	April 4/26
<ul style="list-style-type: none"> ▪ ED QA/PI ▪ Quality Indicator Performance and Plan ▪ Patient Care Services Dashboard 4th Qtr ▪ Policies and Procedures ▪ Credentialing 	<ul style="list-style-type: none"> ▪ Pharmacy QA/PI ▪ Quality Indicator Performance and Plan ▪ Policies and Procedures ▪ Credentialing 	<ul style="list-style-type: none"> ▪ Annual Quality Department Review ▪ Quality Indicator Performance and Plan ▪ Policies and Procedures ▪ Credentialing 	<ul style="list-style-type: none"> ▪ Infection Prevention Annual Risk Assessment / Plan ▪ Quality Indicator Performance and Plan ▪ Patient Care Services Dashboard 1st Qtr ▪ Policies and Procedures ▪ Credentialing
May 5/24	June 6/28	July 7/26	August 8/23
<ul style="list-style-type: none"> ▪ Imaging QA/PI ▪ Quality Indicator Performance and Plan ▪ Policies and Procedures ▪ Credentialing 	<ul style="list-style-type: none"> ▪ ED QA/PI ▪ Quality Indicator Performance and Plan ▪ Policies and Procedures ▪ Credentialing 	<ul style="list-style-type: none"> ▪ Lab QA/P ▪ Quality Indicator Performance and Plan ▪ Patient Care Services Dashboard 2nd Qtr ▪ Policies and Procedures ▪ Credentialing 	<ul style="list-style-type: none"> ▪ Pharmacy QA/PI ▪ Quality Indicator Performance and Plan ▪ Policies and Procedures ▪ Credentialing
September 9/27	October 10/25	November 11/29	December 12/20
<ul style="list-style-type: none"> ▪ PT/OT QA/PI ▪ Quality Indicator Performance and Plan ▪ Policies and Procedures ▪ Credentialing 	<ul style="list-style-type: none"> ▪ Inpatient Services QA/PI ▪ Quality Indicator Performance and Plan ▪ Patient Care Services Dashboard 3rd Qtr ▪ Policies and Procedures ▪ Credentialing 		<ul style="list-style-type: none"> ▪ Imaging QA/PI ▪ Quality Indicator Performance and Plan ▪ Policies and Procedures ▪ Credentialing



To: SVHCD Board of Directors
From: John Hennelly
Date: 01.05.23
Subject: Administrative Report

Happy New Year. 2022 brought some significant transitions to Sonoma Valley Hospital. We said goodbye to our chiefs in Finance, Medicine, and Nursing and welcomed new faces in those roles. We brought new equipment online in the lab, operating rooms, occupational health, physical therapy among others on top of our significant investments in CT and our new electronic health record Epic. We're not done! 2023 will be headlined by a new MRI, co-gen capability enabling us to power the campus, long term, using natural gas and a renovated ICU. These initiatives will be coupled with aggressive recruitment to fill key provider roles at the hospital and in the community.

Covid

December (and Thanksgiving) has given **Covid** new life. Our caseloads both from the community and within our staff have risen. We have returned to having numerous people out on quarantine as they recover from infection. Everyone in the hospital continues to be required to be masked.

Flu and **RSV** continue to impact our community. Flu and Covid are impacting Sonoma relatively equally as to number of cases at the hospital and admissions.

Operations

Recruitment for specialties continues with focus on GI and urology.

Capital

The hospital has received a permit from the City of Sonoma for the temporary **MRI** project. Our timeline continues to have the unit operational by the end of 2023 with the permanent project going live in the spring of 2025.

Architectural and engineering work is being finalized on the **ICU** upgrade. It is expected that the work will be completed in mid-2023.

We are 1 month into our **Epic** implementation. The rollout continues to be very smooth. The clinical teams have adapted seamlessly with robust support from our partner Community Technologies. We have now moved into post go live validation and revenue integrity.

Strategic Planning

Community listening sessions are being scheduled for later this month. Once completed a draft plan will be submitted to the Board for review.

Update from 2025 Strategic Plan:

Strategic Priorities	Update
Enhance Quality and Services through the affiliation with UCSF Health	<ul style="list-style-type: none"> ➤ We focus on building our relationship around provider recruitment <ul style="list-style-type: none"> ○ GI – recruits are being identified and vetted. ○ Primary Care
Exceed Community Expectations especially in Emergency Services	<ul style="list-style-type: none"> ➤ The hospital continues to provide guidance to our community regarding Covid guidelines. ➤ The hospital has expanded the availability of testing to the community through the hospital drive through. ➤ Phase 1 (CT) of the ODC is complete. The MRI project is moving from planning to implementation phase.
Ensure Patients receive Excellent, Safe care	<ul style="list-style-type: none"> ➤ Covid screening protocols continue to be deployed throughout the hospital. Masking is the primary tool used to prevent transmission. Screening has transitioned to self-attestation.
Provide Access to Excellent Physicians	<ul style="list-style-type: none"> ➤ The team continues to work on recruitment efforts to bring MDs to Sonoma. Focus currently on primary care and surgery.
Be a Healthy Hospital	<ul style="list-style-type: none"> ➤ All staff must be vaccinated against Covid or have a waiver. SVH employees and medical staff are 98% vaccinated. Provision of the new Omicron booster to qualifying individuals is under way. Those without vaccines or boosters are either exempted or on leaves of absences. ➤ The hospital is holding de-escalation training for key frontline workers and management later this month.

Revision Date: 08/25/22

Tactic Completed	Tactics under way now	Tactics to begin in the next 12 months	Tactics in conceptual form
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UCSF/SVH Joint Operating Dashboard

Strategic Objective	Initiative	Description/Tactic	Benefits/Impact	Start Date	Target Completion Date	Update	Updated	
1 Increase Access to San Francisco based UCSF Care - ability for Sonomans to access care at UCSF in the city has been difficult. This objective seeks to improve pathways to access care.	1.1	Expansion of Telemedicine Services with UCSF Affiliate Network	Neurology coverage for stroke and inpatient care	24/7 availability of neuro consult for stroke cases in ED	2019	2019	complete	2019
			Infectious Disease coverage for hospital	Specialty coverage for ED and inpatient units			complete	2019
	1.2	Beta Site for Capacity Management (transfer) Center	Intensivist Coverage of ICU	Expanded medical team would expand the types of cases that could be treated at SVH. The integration will improve our	2022	2023	Engaging UCSF and third party vendors on contracting. Dr Sankaran has lead.	12/22
			Integration of SVH into the UCSF/Phillips capacity management system	site's ability to place patients in the right setting for their needs.	Summer 2023	2023-2024	UCSF/Phillips building the system now. Internal go-live Q1 2023. SVH first affiliate site. Scheduled for Q2 2023.	8/22
2 Increase Access to Locally Provided Specialists/Primary Care - establishment of care sites in Sonoma will aid in access to UCSF care.	2.1	Physician Employment	Joint recruitment of GI specialists based in Sonoma	Provision of service currently unavailable in Sonoma and highly in demand.	2021	in process	Agreement under review. Candidates in pipeline	12/22
			Joint recruitment of orthopedic surgeon based in Sonoma	Orthopedics is in strong demand in Sonoma. Planning to insure availability over coming years.		2023-25	This is in concept stage at this point. Discussions will occur between existing partners to develop a plan.	8/22
	2.2	Expansion of Clinically Integrated Network	Engagement of UCSF faculty in growth or under represented service lines	Engagement can increase the types of care available in Sonoma and increase connectivity with programs at UCSF.	2022	2023	Issuance of RFP to faculty to identify programs which could be cited in Sonoma. Proposals must address market need. RFP to be issued Q1 2023	12/22
			Opportunity to contractually link Sonoma providers to UCSF network improving network access, quality oversight, and financial stability for practices	Helps insure stability of practices in Sonoma and improved access to broader network.		2023	UCSF revising program	12/22
3 Increase Facility Utilization - objective is to use available space and resources at SVH to alleviate capacity issues at UCSF where needs align. The result will be more availability of services in Sonoma.	3.1	Grow UCSF surgical presence in Sonoma	Objective is to engage UCSF surgicians to practice in Sonoma and at SVH.	Increase availability of surgical services in Sonoma/Increase utilization of SVH operating rooms			EPIC installation has removed key barrier. Improvement to interfaces underway. Dr Sankaran in talks with Dr Carrol (urologist) about beginning to provide services in Sonoma in 2023	12/22
	3.2	Explore collaborative opportunities in orthopedics	Details listed in section 2. Listed here to note it serves this objective.					
	3.3	Increase utilization of ODC by UCSF	Online scheduling	UCSF is moving to self scheduling which enables the patient to select the best location for their service based upon availability or location. This could optimize utilization of SVH assets.	2022	2023	On going conversations with UCSF Affiliates team on build requirements. Work on going.	12/22
	3.4	Development of Post Acute program	Objective is to insure adequate postacute care is available in Sonoma	Meeting market demand and insuring Sonoma has the right setting for care. Activation of dormant space at SVH.		2024	This is in concept stage at this point.	8/22
4 Enhance IT Integration - maximize connectivity between two organizations to improve integration of data available to community and patients	4.1	Maximize data availability between sites	EPIC implementation	Installation of EPIC will improve connectivity between UCSF and SVH.	January 2022	12/3/2022	Complete	12/22
			Optimize EPIC data transfer between instances	Maximizing data integration between SVH Epic and UCSF Epic will optimize utilization by clinicians and patients	Summer 2023	2025	Once SVH is live on Epic, SVH team will poll users to identify biggest opportunities for improvement. On going.	12/22
	4.2	Integration of IT management	Contract executed between UCSF and SVH for the provision of management services to SVH		2022	2022	Complete	1/22
5 Share Resources/Reduce Costs - by collaborating, can the two organizations save money?	5.1	Integration of coordination of care w UCSF and/or Marin Health						
	5.2	Leadership Development	Sound leadership yields high performing organization	Investment in leadership is paramount in a high performing organization. Impact is more innovation (growth), better staff and patient satisfaction, increased market competitiveness, higher employee retention.	2022	ongoing	New Leader Orientation launched 8/22 and will be held monthly. UCSF resources for executive support being investigated. On going. 25 new leaders attending NLO curriculum.	12/22
	5.3	Explore JV opportunities around ODC	Develop a business case for a joint venture between SVH and UCSF around the ODC and surgical services	A joint venture would provide both capital and focus from UCSF on Sonoma.	CY2023	2024	Investment models under review. On going.	12/22
Parking Lot		Exploration of ways to integrate purchase of goods and services		Cooperating with UCSF on purchasing could yield significant savings			Management continually on the look out for such opportunities. Supplies were reviewed in 2022 - no opportunity. Reimbursement rates - not allowed unless UCSF has a controlling interest.	9/22



To: Sonoma Valley Health Care District Board of Directors
From: Ben Armfield, Chief Financial Officer
Date: January 5, 2023
Subject: Financial Report for November 2022

1. OVERALL PERFORMANCE:

Much of November was spent planning and preparing for our Epic Go-Live, but the month itself was a positive one from a financial perspective, especially when comparing to the past two months. Volumes continued to keep pace with current upward trends, and we saw improvements in both net patient revenues and expenses.

NOVEMBER INCOME STATEMENT AND IGT:

This was touched on during October’s financial report, but when looking at our actual performance to budget in November, it is important to call out a timing difference related to our IGT supplemental funding. When we budgeted for fiscal year 2022 back in the spring, the timing of both the IGT matching fee (SVH expense) and corresponding hospital payment (SVH revenue) were unknown, although we were anticipating some delay compared to prior years. Based on the information we had at the time we budgeted to make our matching fee in November, with a corresponding payment back to us in February. The timing now looks like the matching fee will be triggered in February, with hospital payments disbursing in April or May. The table below shows what has been booked on the income statement for IGT reimbursements through November, both the month itself and year-to-date. One callout in looking at the year-to-date comparison - the PY actual year-to-date is reflective of a partial IGT payment. We had booked \$1.6M of IGT through November of last year, but the full IGT amount for the fiscal year was \$3.4M (\$5.02 in IGT revenue & \$1.65M in IGT expense).

Table 1 | IGT Amounts in SVH Income Statement – November 2022

	Month of November 2022			Year To Date November 2022		
	CY Actual	Budget	PY Actual	CY Actual	Budget	PY Actual
IGT Revenue	\$ -	\$ 5,400,000	\$ -	\$ -	\$ 5,400,000	\$ 2,751,308
IGT Expense	\$ -	\$ 2,258,179	\$ -	\$ -	\$ 2,258,179	\$ 1,125,795
IGT Net Income	\$ -	\$ 3,141,821	\$ -	\$ -	\$ 3,141,821	\$ 1,625,513

As you can see from the table above, the actual-to-budget comparisons on the income statement are skewed. It’s because of this that we have included data tables that compare overall performance, both including and excluding the IGT matching fees and revenues (Table 2a & Table 2b). Our operating revenue and operating expense tables in this memo (Table 3 & Table 4) are shown excluding IGT for comparability purposes.

There is more detail on IGT further down the memo, including a summary on how this is treated from an accounting standpoint as well as a table that illustrates the new estimated timing. Please see #6 – IGT Treatment & FY2023 Impact for more detail.

OVERALL PERFORMANCE:

Table 2a | Overall Performance - November 2022 (Including IGT)

	Current Year - Month		Variance		Current Year - YTD		Variance		Prior YTD		Variance	
	Actual	Budget	\$	%	Actual	Budget	\$	%	Actual	\$	%	
Operating Margin	\$ (542,109)	\$ 2,290,870	\$ (2,832,979)	-124%	\$ (4,814,592)	\$ (1,629,587)	\$ (3,185,005)	-195%	\$ (2,579,629)	\$ (2,234,963)	-87%	
Operating EBDA	\$ (303,025)	\$ 2,519,957	\$ (2,822,982)	-112%	\$ (3,540,161)	\$ (484,152)	\$ (3,056,009)	-631%	\$ (1,379,717)	\$ (2,160,444)	-157%	
Net Income (Loss)	\$ 66,454	\$ 3,252,456	\$ (3,186,002)	-98%	\$ (1,337,426)	\$ 3,203,119	\$ (4,540,545)	-142%	\$ (61,512)	\$ (1,275,914)	-2074%	

Table 2b | Overall Performance - November 2022 (Excluding IGT)

	Current Year - Month		Variance		Current Year - YTD		Variance		Prior YTD		Variance	
	Actual	Budget	\$	%	Actual	Budget	\$	%	Actual	\$	%	
Operating Margin	\$ (542,109)	\$ (850,951)	\$ 308,842	36%	\$ (4,814,592)	\$ (4,771,408)	\$ (43,184)	-1%	\$ (4,205,142)	\$ (609,450)	-14%	
Operating EBDA	\$ (303,025)	\$ (621,864)	\$ 318,839	51%	\$ (3,540,161)	\$ (3,625,973)	\$ 85,812	2%	\$ (3,005,230)	\$ (534,931)	-18%	
Net Income (Loss)	\$ 66,454	\$ 110,635	\$ (44,181)	-40%	\$ (1,337,426)	\$ 61,298	\$ (1,398,724)	-2282%	\$ (1,687,025)	\$ 349,599	21%	

Our performance in November was a significant improvement upon the last two months, and when looking at actual to budget excluding the IGT components, we exceeded our operating margin and operating EBDA by a large margin. This helped close the current year-to-date operating margin gap between actual to budget, and our operating EBDA is now positive to budget when excluding the IGT.

2. NET REVENUE SUMMARY:

Table 3 | Net Patient Revenue – Actual vs. Budget - November 2022 (Excluding IGT)

	Current Year				Current Year							
	Current Year		Variance		Current Year		Variance		Prior Year		Variance	
	Actual	Budget	Var	%	Actual	Budget	\$	%	Actual	\$	%	
Net Patient Revenue	\$4,185,589	\$ 3,869,771	\$ 315,818	8%	\$19,635,551	\$18,800,595	\$ 834,956	4%	\$18,537,168	\$ 1,098,383	6%	
NPR as a % of Gross	15.9%	15.2%	5%		15.0%	15.2%	0%		15.5%	-2%		
Total Operating Revenue	\$4,270,410	\$ 3,974,494	\$ 295,916	7%	\$20,088,891	\$19,324,210	\$ 764,681	4%	\$19,013,679	\$ 1,075,212	6%	

Revenue continues to uptick. Our net patient revenue and operating revenue exceeded budget yet again and were both fiscal year highs. Some of this is driven by volume increases in November – specifically in the emergency room and on the inpatient side. We also had one of our more positive ‘volume-adjusted’ months as well, as we have started to realize the revenue impact of the growth in surgical volumes - specifically Orthopedics, over the last couple months. Our net patient revenue as a % of gross revenue (15.9%) was a fiscal year high and is up over 15% compared to the 13.8% we hit just a couple months ago in September.

From a year-to-date perspective total revenue looks good when compared to budget and prior year. Total net patient revenue continue is +4% and +6% when comparing to budget and the prior year, respectively.

3. OPERATING EXPENSE SUMMARY:

Table 4 | Operating Expenses – Actual vs. Budget – November 2022 (Excluding IGT)

	Month of November 2022				Year To Date November 2022							
	Current Year - Month		Variance		Current Year - YTD		Variance		Prior YTD		Variance	
	Actual	Budget	Var	%	Actual	Budget	\$	%	Actual	\$	%	
Operating Expenses	\$ 4,812,519	\$ 4,825,445	\$ 12,926	0%	\$24,903,483	\$24,095,618	\$ (807,865)	-3%	\$23,218,821	\$ (1,684,662)	-7%	

Much, if not all, of the budget variance these last two months were directly related to increases in operating expenses – specifically labor cost and supplies. November’s operating expenses showed significant improvement when compared to our September & October run-rate, running nearly 10% lower than the last two consecutive months. A big contributor to this is the reduction in registry and agency fees. Agency fees (\$195,000 in Nov) were still over budget as we continue to work on transitioning these resources to direct hires, but our overall traveler count has been reduced and our total spend in November was 20% less than what we had been averaging this fiscal year.

4. VOLUME SUMMARY:

Table 5 | Patient Volumes - November 2022

	Month of November 2022				Year To Date November 2022							
	Current Year		Variance		Current Year		Variance		Prior Year		Variance	
	Actual	Budget	Var	%	Actual	Budget	Var	%	Actual	Var	%	
Acute Discharges	71	61	10	16%	314	308	6	2%	313	1	0%	
Acute Patient Days	282	254	28	11%	1,314	1,280	34	3%	1,302	12	1%	
IP Surgeries	10	12	(2)	-17%	77	64	13	20%	50	27	54%	
OP Surgeries	94	103	(9)	-9%	478	527	(49)	-9%	525	(47)	-9%	
Total Surgeries	104	115	(11)	-10%	555	591	(36)	-6%	575	(20)	-3%	
Special Procedures	55	54	1	2%	259	255	4	2%	278	(19)	-7%	
Total Outpatient Visits	4,690	4,501	189	4%	23,075	22,343	732	3%	23,274	(199)	-1%	
Total ER Visits	884	840	44	5%	4,203	3,988	215	5%	3,868	335	9%	

Overall volumes continued to stay strong in November. We started to see increased volumes with the flu season upon us, and we saw big increases on the inpatient side in not only patient days but in patient discharges as well. The 884 emergency room visits are a fiscal year high and are the second highest in the last two fiscal years. Our surgical volumes had a good start to the month and exceeded budget up until the week of Thanksgiving but ended up falling short by 11 surgeries.

5. CASH ACTIVITY SUMMARY:

Table 6 | Cash / Revenue Cycle Indicators - November 2022

	Current Year		Variance	
	Nov-22	Oct-22	Var	%
Days Cash on Hand	27.9	30.2	(2.3)	-8%
A/R Days	37.3	38.6	(1.3)	-3%
A/P Days	50.8	50.2	0.6	1%

We had a great month in cash collections this past month as we collected \$4.0M, which is +10% over what we had collected in September and October. The \$4.0M in collections is also the 2nd best collections month we have had in the last 2 fiscal years. Days cash on hand averaged 28.8 for the month and ended at 27.9, which exceeded the 25.6 that was previously forecasted for the month (taken from October's cash forecast).

6. IGT TREATMENT and FY2023 IMPACT:

From a process standpoint, we pay the matching fee (expense) first. Those matching fees get pooled and matched at the federal level and there is typically a two-to-three-month lag until we receive our actual payment. On the income statement, we recognize the IGT revenue in the same month the matching fee is paid. This differs from the balance sheet as we will experience an initial drawdown to pay the matching fee, then post the cash in the month the payment was received.

The table below illustrates the impact of the IGT movement on both the income statement and balance sheet based on the revised timeline.

Table 7 | SVH IGT Funding Schedule and Income Statement, Balance Sheet Impact - November 2022

IGT Funding Impact to SVH	Nov-22	Dec-22	Jan-23	A			B		TOTAL FY22
				Feb-23	Mar-23	Apr-23	May-23	Jun-23	
1. Income Statement Impact									
IGT Revenue	\$ -	\$ -	\$ -	\$ 5,400,000	\$ -	\$ -	\$ -	\$ -	\$ 5,400,000
IGT Matching Fee	\$ -	\$ -	\$ -	\$ (2,258,179)	\$ -	\$ -	\$ -	\$ -	\$ (2,258,179)
Total Income Statement Impact	\$ -	\$ -	\$ -	\$ 3,141,821	\$ -	\$ -	\$ -	\$ -	\$ 3,141,821
2. Balance Sheet Impact									
IGT Revenue / Payment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,400,000	\$ -	\$ 5,400,000
IGT Matching Fee / Expense	\$ -	\$ -	\$ -	\$ (2,258,179)	\$ -	\$ -	\$ -	\$ -	\$ (2,258,179)
Total Balance Sheet / Cash Impact	\$ -	\$ -	\$ -	\$ (2,258,179)	\$ -	\$ -	\$ 5,400,000	\$ -	\$ 3,141,821
<p>A SVH pays the IGT matching fee. Both the expense (\$2,258,179) and revenue (\$5,400,000) are recognized on the income statement while the balance sheet only shows the payout.</p> <p>B SVH receives the IGT payment and hits operating cash. There is no income statement impact since entire transaction was recognized in February 2023.</p>									

7. OPERATIONAL PRIORITIES / NEXT STEPS:

REVENUE / REVENUE CYCLE NEXT STEPS:

1) Payor Contracting Review/Renegotiation

- a. Vendor Selection / Agreement Execution – November 2022 **(DONE)**
- b. Priority Contract Review, Action Plan Developed – December 2022/January 2023 **(In Progress)**

i. Focus on Blue Cross, Blue Shield Agreements (In Progress)

2) Epic Implementation

- a. Training, Pre-Go Live, Readiness – October 2022 – December 2022 (DONE)
- b. Epic Implementation Go-Live – December 2022 (DONE)
- c. Epic Revenue Cycle Validation Focus – December 2022 – 1st Quarter CY 2023 (In Progress)

3) Strengthen Front and Back-End Revenue Cycle Processes

- a. Develop Revenue Cycle Leadership Structure – October 2022 (DONE)
- b. Charter Revenue Cycle Steering Committee – December 2022 (In Progress)
- c. FY23 Post-Epic Initiatives Developed – 1st Quarter CY 2023

OPERATIONAL / COST MANAGEMENT NEXT STEPS:

1) Reduce Agency and Traveler Costs

- a. Revise Traveler/Agency Approval Process – November 2022 (In Progress)
- b. Develop Plan and Reduce Registry Spend by 25% by end of December 2022 (In Progress)

2) Supply Chain Optimization

- a. Operationalize Supply Chain Management Services Agreement – November 2022 (In Progress)

3) Departmental Reviews

- a. Re-implement Department Monthly Operating Reviews (MORs) – January 2023, Post-Epic Go-Live

4) Contract Review Workgroup / Process

- a. Initiate workgroup to review SVH vendor contracts – November 2022 (Holding due to Epic implementation)

ATTACHMENTS:

- Attachment A is the Payer Mix Analysis
 - Attachment B is the Operating Indicators Report
 - Attachment C is the Balance Sheet
 - Attachment D (two pages) is the Statement of Revenue and Expense. The first page breaks out the hospital operations and page two includes all other activity.
 - Attachment E is the Variance Analysis
 - Attachment F is the Cash Projection
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