

SONOMA VALLEY HEALTH CARE DISTRICT BOARD OF DIRECTORS

AGENDA

THURSDAY, NOVEMBER 2, 2023 REGULAR SESSION 6:00 P.M.

Held in Person at Council Chambers 177 First Street West, Sonoma and via Zoom Videoconferencing

To participate via Zoom videoconferencing, use the link below: Join Zoom Meeting

 $\frac{https://sonomavalleyhospital-}{org.zoom.us/j/91700563772?pwd=N29QNVZVN1R6VkRNcE9mVFRtYll2UT09}\\ \& from=addon$

Meeting ID: 917 0056 3772
Passcode: 517004
To participate via telephone phone, dial 1-669-219-2599 or 1-669-900-9128

In compliance with the Americans Disabilities Act, if you require special accommodations to participate in a District meeting, please contact Monique Crayton, District Clerk at mcrayton@sonomavalleyhospital.org at least 48 hours prior to the meeting.	RECOMMENDATION		
AGENDA ITEM			
MISSION STATEMENT The mission of SVHCD is to maintain, improve, and restore the health of everyone in our community.			
1. CALL TO ORDER	Bjorndal		
2. PUBLIC COMMENT 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.			
3. REPORT ON CLOSED SESSION OF OCTOBER 19, 2023	Bjorndal		
4. BOARD CHAIR COMMENTS	Bjorndal		
5. CONSENT CALENDAR a. Board Minutes 10.05.23 b. Finance Committee Minutes 09.26.23	Bjorndal	Action	Pages 3-5 Pages 6-9

c. Quality Committee Minutes – NO SEPTEMBER MEETING d. Medical Staff Credentialing			
e. Policies and Procedures			Pages 10-23
6. BOARD SELF ASSESSMENT	Bjorndal	Inform	
7. PRESENTATION: LEONARDO LOBATO, EXECUTIVE DIRECTOR, LA LUZ CENTER	Lobato	Inform	Pages 24-32
8. DISTRESSED HOSPITAL LOAN PROGRAM- LOAN AGREEMENT	Armfield	Approve	Pages 33-55
9. FY 2023 AUDIT UPDATE	Armfield	Inform	
10. CEO REPORT	Hennelly	Inform	Pages 56-59
11. CMO UPDATE	Sankaran	Inform	Pages 60-65
12. FINANCIALS FOR MONTH END SEPTEMBER 2023	Armfield	Inform	Pages 66-76
13. REVIEW 1st QUARTER FY 2024	Armfield	Inform	Pages 77-79
14. BOARD COMMENTS	Board Members	Inform	
15. ADJOURN	Bjorndal		

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, OCTOBER 5, 2023

HELD IN PERSON AT 177 FIRST STREET WEST, SONOMA, AND VIA ZOOM TELECONFERENCE

	RECOMMENDATION		
SONOMA VALLEY HOSPITAL BOARD MEMBERS 1. Judith Bjorndal, MD, Chair, Present via Zoom 2. Susan Kornblatt Idell, First Vice Chair, Absent 3. Denise M. Kalos, Second Vice Chair, Present 4. Bill Boerum, Treasurer, Absent 5. Wendy Lee Myatt, Secretary, Present			
MISSION STATEMENT The mission of SVHCD is to maintain, improve and restore the health of everyone in our community.			
1. CALL TO ORDER	Myatt-Lee		
Meeting called to order at 6:00 p.m.			
2. PUBLIC COMMENT			
None			
3. BOARD CHAIR COMMENTS	Myatt-Lee		
Acting Meeting Chair, Wendy Myatt-Lee stated that Chair Judith Bjorndal would not be present at the day's meeting instead she would be participating via Zoom.			
4. CONSENT CALENDAR	Myatt-Lee	Action	
 a. Board Minutes 09.07.23 b. Finance Committee Minutes 08.22.23 c. Quality Committee Minutes 08.23.23 d. Medical Staff Credentialing e. Policy and Procedures 		MOTION: by Lee Myatt to approve, 2 nd by Kalos. All in favor.	
5. PRESENTATION: STEVE AKRE, FIRE CHIEF, SONOMA VALLEY FIRE DISTRICT	Akre	Inform	
Sonoma Valley Fire Chief, Steve Akre discussed this year's fire season, which has been mild for the second year in a row; and some of the fire district's current initiatives including the County Wide Fire Prevention and Response Proposed Measure. The measure would implement significant improvements to Sonoma's current emergency services. Mr. Akre then discussed continuous improvement as it relates to the Fire District's strategic plan. Finally, Mr. Akre stated that he was thankful for the continued partnership with Sonoma Valley Hospital and the new Emergency Department physicians that he had previously worked with at Queen of the Valley Medical Center.			
6. QUALITY COMMITTEE QUARTERLY REPORT	Cooper	Inform	
Ms. Kylie Cooper presented the Quality Committee Quarterly Update. Ms. Cooper stated that Quality performance in the 2 nd Quarter remains			

		,
strong with a significant increase in patient volume in the Emergency Department and surgical areas seen in 2 nd Quarter. Ms. Cooper mentioned that the Hospital continues to focus on the following Quality Initiatives-		
All sepsis cases are reviewed by the Director of Quality		
Stroke care		
7 Day readmissions		
Length of stay		
Adverse Events		
Patient Satisfaction		
Additionally, monthly presentations regarding departmental quality initiatives and data continue. Ms. Cooper then went on to overview HCAHPS and Rate My Hospital results for the 2 nd Quarter.		
7. MARKETING/PR UPDATE	Castelli	Inform
Ms. Dawn Castelli, Manager of Community Outreach and Planning provided the Community Outreach and Marketing Board Report for the current year. Ms. Castelli discussed the department's focused approach to outreach including:		
Be the Community		
Look Like a Leader		
Amplify Our Voice		
Empower Ambassadors		
Support Our Team		
Celebrate Accomplishments		
She stated that her UCSF counterpart is also involved with these SVH initiatives. She then confirmed that all marketing materials are distributed bilingually. The Board thanked Ms. Castelli for her presentation and expressed their excitement that Marketing is being looked at in a more comprehensive way.		
8. G.O. BOND BOARD RESOLUTION	Armfield	Action
Mr. Ben Armfield provided an overview of Resolution No. 376 - Setting the Tax Rate for the 2023-24 Fiscal Year GO Bonds. It was noted that		MOTION: Vote by roll call: 3 ayes. 0 noes. 2
the resolution was reviewed by the Finance Committee prior to being		absent.
brought forward to the Board for review and approval.		uoson.
9. DISTRESSED HOSPITAL LOAN PROGRAM RESOLUTION	Armfield	Action
Mr. Armfield provided an overview of Resolution No. 377- Distressed		MOTION: Vote by roll
Hospital Loan Program. The resolution authorizes the execution and		call: 3 ayes. 0 noes. 2
delivery of the Distressed Hospital Loan Program between Sonoma		absent.
Valley Health Care District and California Health Facilities Financing		
Authority (CHFFA) and California Department of Health Care Access		
and Information (HCAI). It was noted that the resolution was reviewed by the Finance Committee prior to being brought forward to the Board		
for review and approval.		
10. BOARD ASSESSMENT OFFSITE	Hennelly	Inform

Mr. Hennelly informed the Board that the next offsite will be scheduled for a yet to be determined date. 11. CEO REPORT Mr. John Hennelly provided a written update of his CEO Report. He mentioned his partnership with Fire Chief, Akre in getting patients to healthcare facilities in other districts. Mr. Hennelly went not announce that the hospital will be enforcing a masking policy starting on November 1°. Lastly, Mr. Hennelly reported that the first phase of the seismic assessment had begun. Master planning and identifying partnerships are in progress. 12. CMO REPORT Dr. Sujatha Sankaran announced that Dr. Peter Carroll's virtual chine will launch on October 27°. There are continued efforts to get the word out to the community. She then reported on plans to create systems for UCSF patients to use the Sonoma MRI scanner and Sonoma patients to receive UCSF care starting in January 2024. Dr. Sankaran said that Diversity, Equity and Inclusion training will be offered to SVH Leadership in November. She concluded her presentation by announcing that SVH and SVCHC are creating periodic "diabetes days" for families to come get screened for diabetes, receive diet and lifestyle advice, and receive medication advice from SVH pharmacist, Maya Yoder. This is a collaboration with the La Luz Center and will be offered on Sutrudays in October, November, and December 2023. 13. UCSF AFFILIATION Mr. Hennelly said that he was very pleased with the UCSF Affiliation Meeting in September. He noted that there seemed to be a genuine desire to align both the UCSF and SVH strategic plans. He then discussed UCSF's recent acquisition of the Dignity Health hospitals in San Francisco. 14. FINANCIALS FOR MONTH END AUGUST 2023 Mr. Armfield said that although not as robust as July's performance, August delivered another positive month from operations as the hospital's operating margin exceeded budget for a second straight month to start the new fiscal year. 15. BOARD COMMENTS Mone. 16. ADJOURN Adjourned at 7:07 p.m.			
Mr. John Hennelly provided a written update of his CEO Report. He mentioned his partnership with Fire Chief. Akre in getting patients to healthcare facilities in other districts. Mr. Hennelly went on to announce that the hospital will be enforcing a masking policy starting on November 1st. Lastly, Mr. Hennelly reported that the first phase of the seismic assessment had begun. Master planning and identifying partnerships are in progress. 12. CMO REPORT Dr. Sujatha Sankaran announced that Dr. Peter Carroll's virtual clinic will launch on October 27th. There are continued efforts to get the word out to the community. She then reported on plans to create systems for UCSF patients to use the Sonoma MRI scanner and Sonoma patients to receive UCSF care starting in January 2024. Dr. Sankaran said that Diversity, Equity and Inclusion training will be offered to SVH Leadership in November. She concluded her presentation by announcing that SVH and SVCHC are creating periodic "diabetes days" for families to come get screened for diabetes, receive diet and lifestyle advice, and receive medication advice from SVH pharmacist, Maya Yoder. This is a collaboration with the La Luz Center and will be offered on Saturdays in October, November, and December 2023. 13. UCSF AFFILIATION Mr. Hennelly said that he was very pleased with the UCSF Affiliation Meeting in September. He noted that there seemed to be a genuine desire to align both the UCSF and SVH strategic plans. He then discussed UCSF's recent acquisition of the Dignity Health hospitals in San Francisco. 14. FINANCIALS FOR MONTH END AUGUST 2023 Mr. Armfield said that although not as robust as July's performance, August delivered another positive month from operations as the hospital's operating margin exceeded budget for a second straight month to start the new fiscal year. 15. BOARD COMMENTS None. 16. ADJOURN Chair	Mr. Hennelly informed the Board that the next offsite will be scheduled for a yet to be determined date.		
mentioned his partnership with Fire Chief, Akre in getting patients to healthcare facilities in other districts. Mr. Hennelly went on to announce that the hospital will be enforcing a masking policy starting on November 1st. Lastly, Mr. Hennelly reported that the first phase of the seismic assessment had begun. Master planning and identifying partnerships are in progress. 12. CMO REPORT Dr. Sujatha Sankaran announced that Dr. Peter Carroll's virtual clinic will launch on October 27th. There are continued efforts to get the word out to the community. She then reported on plans to create systems for UCSF patients to use the Sonoma MRI scanner and Sonoma patients to receive UCSF care starting in January 2024. Dr. Sankaran said that Diversity, Equity and Inclusion training will be offered to SVH Leadership in November. She concluded her presentation by announcing that SVH and SVCHC are creating periodic "diabetes days" for families to come get screened for diabetes, receive diet and lifestyle advice, and receive medication advice from SVH pharmacist, Maya Yoder. This is a collaboration with the La Luz Center and will be offered on Saturdays in October, November, and December 2023. 13. UCSF AFFILIATION Mr. Hennelly said that he was very pleased with the UCSF Affiliation Meeting in September. He noted that there seemed to be a genuine desire to align both the UCSF and SVH strategic plans. He then discussed UCSF's recent acquisition of the Dignity Health hospitals in San Francisco. 14. FINANCIALS FOR MONTH END AUGUST 2023 Mr. Armfield said that although not as robust as July's performance, August delivered another positive month from operations as the hospital's operating margin exceeded budget for a second straight month to start the new fiscal year. 15. BOARD COMMENTS None. 16. ADJOURN Chair	11. CEO REPORT	Hennelly	Inform
Dr. Sujatha Sankaran announced that Dr. Peter Carroll's virtual clinic will launch on October 27th. There are continued efforts to get the word out to the community. She then reported on plans to create systems for UCSF patients to use the Sonoma MRI scanner and Sonoma patients to receive UCSF care starting in January 2024. Dr. Sankaran said that Diversity, Equity and Inclusion training will be offered to SVH Leadership in November. She concluded her presentation by announcing that SVH and SVCHC are creating periodic "diabetes days" for families to come get screened for diabetes, receive diet and lifestyle advice, and receive medication advice from SVH pharmacist, Maya Yoder. This is a collaboration with the La Luz Center and will be offered on Saturdays in October, November, and December 2023. 13. UCSF AFFILIATION Mr. Hennelly said that he was very pleased with the UCSF Affiliation Meeting in September. He noted that there seemed to be a genuine desire to align both the UCSF and SVH strategic plans. He then discussed UCSF's recent acquisition of the Dignity Health hospitals in San Francisco. 14. FINANCIALS FOR MONTH END AUGUST 2023 Armfield Inform Mr. Armfield said that although not as robust as July's performance, August delivered another positive month from operations as the hospital's operating margin exceeded budget for a second straight month to start the new fiscal year. 15. BOARD COMMENTS Board Members Inform None. 16. ADJOURN	mentioned his partnership with Fire Chief, Akre in getting patients to healthcare facilities in other districts. Mr. Hennelly went on to announce that the hospital will be enforcing a masking policy starting on November 1 st . Lastly, Mr. Hennelly reported that the first phase of the seismic assessment had begun. Master planning and identifying		
will launch on October 27th. There are continued efforts to get the word out to the community. She then reported on plans to create systems for UCSF patients to use the Sonoma MRI scanner and Sonoma patients to receive UCSF care starting in January 2024. Dr. Sankaran said that Diversity, Equity and Inclusion training will be offered to SVH Leadership in November. She concluded her presentation by announcing that SVH and SVCHC are creating periodic "diabetes days" for families to come get screened for diabetes, receive diet and lifestyle advice, and receive medication advice from SVH pharmacist, Maya Yoder. This is a collaboration with the La Luz Center and will be offered on Saturdays in October, November, and December 2023. 13. UCSF AFFILIATION Mr. Hennelly said that he was very pleased with the UCSF Affiliation Meeting in September. He noted that there seemed to be a genuine desire to align both the UCSF and SVH strategic plans. He then discussed UCSF's recent acquisition of the Dignity Health hospitals in San Francisco. 14. FINANCIALS FOR MONTH END AUGUST 2023 Armfield Mr. Armfield said that although not as robust as July's performance, August delivered another positive month from operations as the hospital's operating margin exceeded budget for a second straight month to start the new fiscal year. 15. BOARD COMMENTS Board Members Inform Mone. 16. ADJOURN Chair	12. CMO REPORT	Sankaran	Inform
Mr. Hennelly said that he was very pleased with the UCSF Affiliation Meeting in September. He noted that there seemed to be a genuine desire to align both the UCSF and SVH strategic plans. He then discussed UCSF's recent acquisition of the Dignity Health hospitals in San Francisco. 14. FINANCIALS FOR MONTH END AUGUST 2023 Armfield Mr. Armfield said that although not as robust as July's performance, August delivered another positive month from operations as the hospital's operating margin exceeded budget for a second straight month to start the new fiscal year. 15. BOARD COMMENTS Board Members None. 16. ADJOURN Chair	will launch on October 27 th . There are continued efforts to get the word out to the community. She then reported on plans to create systems for UCSF patients to use the Sonoma MRI scanner and Sonoma patients to receive UCSF care starting in January 2024. Dr. Sankaran said that Diversity, Equity and Inclusion training will be offered to SVH Leadership in November. She concluded her presentation by announcing that SVH and SVCHC are creating periodic "diabetes days" for families to come get screened for diabetes, receive diet and lifestyle advice, and receive medication advice from SVH pharmacist, Maya Yoder. This is a collaboration with the La Luz Center and will be		
Meeting in September. He noted that there seemed to be a genuine desire to align both the UCSF and SVH strategic plans. He then discussed UCSF's recent acquisition of the Dignity Health hospitals in San Francisco. 14. FINANCIALS FOR MONTH END AUGUST 2023 Armfield Mr. Armfield said that although not as robust as July's performance, August delivered another positive month from operations as the hospital's operating margin exceeded budget for a second straight month to start the new fiscal year. 15. BOARD COMMENTS Board Members None. 16. ADJOURN Chair	13. UCSF AFFILIATION	Hennelly	Inform
Mr. Armfield said that although not as robust as July's performance, August delivered another positive month from operations as the hospital's operating margin exceeded budget for a second straight month to start the new fiscal year. 15. BOARD COMMENTS Board Members None. 16. ADJOURN Chair	Meeting in September. He noted that there seemed to be a genuine desire to align both the UCSF and SVH strategic plans. He then discussed UCSF's recent acquisition of the Dignity Health hospitals in		
August delivered another positive month from operations as the hospital's operating margin exceeded budget for a second straight month to start the new fiscal year. 15. BOARD COMMENTS Board Members None. 16. ADJOURN Chair	14. FINANCIALS FOR MONTH END AUGUST 2023	Armfield	Inform
None. Members 16. ADJOURN Chair	August delivered another positive month from operations as the hospital's operating margin exceeded budget for a second straight		
16. ADJOURN Chair	15. BOARD COMMENTS		Inform
	None.		
Adjourned at 7:07 p.m.	16. ADJOURN	Chair	
	Adjourned at 7:07 p.m.		



Present

SVHCD FINANCE COMMITTEE MEETING

MINUTES

TUESDAY, SEPTEMBER 26, 2023

In Person at Sonoma Valley Hospital 347 Andrieux Street and Via Zoom Teleconference

Staff

Public

Not Present/Excused

1 Teschi	11011168	CHU EACUSCU	Starr	1 ubiic	
Bill Boerum in person Wendy Lee Myatt in person Bob Crane in person Ed Case via Zoom Graham Smith via Zoom Subhash Mishra, MD, via Zoom Catherine Donahue, via Zoom	Carl Gerla Peter Hoho		John Hennelly, CEO, in person Ben Armfield, CFO, in person Dawn Kuwahara, via Zoom Kimberly Drummond, via Zoom	Dennis Bloch	
AGENDA ITEM			DISCUSSION	ACTIONS	FOLLOW -UP
MISSION & VISION STATEMENT The mission of SVHCD is to maintain, improvestore the health of everyone in our communication.					
1. CALL TO ORDER/ANNOUNCEME	NTS	Boerum			
		Called to order at 6:	01 p.m.		
2. PUBLIC COMMENT SECTION		None			
3. CONSENT CALENDAR		Boerum		Action	
a. Finance Committee Minutes 08.26.2	3			MOTION: by Smith to approve, 2 nd by Lee-Myatt.	
4. FY 2023 AUDIT UPDATE		Boerum		Inform	
		between the single transition to Epic th originally schedule rescheduled to Octo Committee has been	that that due to quite a few moving pieces audit and some complexities related to the his past year, the Audit Committee meeting d to take place on October 11 th , will be ober 25 th at 6:00pm. Mr. noted that the Audit in informed of the new meeting date and that I can participate in-person.		

5. G.O. BOND BOARD RESOLUTION	Armfield	Action	
	Mr. Armfield provided an overview of Resolution No. 376 - Setting the Tax Rate for the 2023-24 Fiscal Year GO Bonds. The Committee was asked to recommend that the resolution be brought forward to the SVH Board of Directors for approval. The board would approve the General Obligation Bonds tax rate of \$19.80 per \$100,000 of the assessed value of the secured property in the District. This is consistent with prior year resolutions. The total assessed value of the secured property in the District is \$12,838,636,396. The tax required to assure payment of the principle, interest, and reasonable reserve for the Bonds for Fiscal Year 2023-2024 is \$2,617,464. The rate, calculated per the Sonoma County's approved formula is \$19.80 per \$100,000 of assessed valuation.	MOTION: to approve resolution for recommendation to Board of Directors. By Case to approve, 2 nd by Lee-Myatt.	
6. DISTRESSED HOSPITAL LOAN PROGRAM RESOLUTION	Armfield	Action	
	Ms. Armfield provided an overview of Resolution No. 377-Distressed Hospital Loan Program. The Committee was asked to recommend that the resolution be brought forward to the SVH Board of Directors for approval. The resolution authorizes the execution and delivery of the Distressed Hospital Loan Program between Sonoma Valley Health Care District and California Health Facilities Financing Authority (CHFFA) and California Department of Health Care Access and Information (HCAI). Earlier this year, Governor Newsom signed Assembly Bill (AB) 112, which established the Distressed Hospital Loan Program (DHLP). The bill appropriated \$300 million in funding to provide interest-free loans to qualifying not-for-profit and public hospitals that are either in current financial distress or anticipated distress in the months ahead. The program was developed in collaboration with the Department of Health Care Access and Information (HCAI) and the California Health Facilities Financing Authority (CHFFA). HCAI and CHFFA established an application process and methodology for determining hospital's eligibility and size of the loan. In order to quality and be selected, hospitals had to demonstrate their financial position as well as outline a viable plan for how the funds will be repaid. Mr. Boerum went on to discuss the initiation of this loan process which started with a meeting with long time politician and	MOTION: to approve resolution for recommendation to Board of Directors. By Crane to approve, 2 nd by Lee-Myatt.	

	current State Treasurer, Fiona Ma.		
7. ODC UPDATE	Hennelly	Inform	
	Ms. Hennelly mentioned that the project is still on time although the hospital is still awaiting a city permit.		
8. EPIC UPDATE	Hennelly	Inform	
	Mr. Hennelly reported that the EPIC data is flowing freely particularly Lab and Radiology. The last interface with UCSF was the week of September 18 th .		
9. UCSF AFFILIATION UPDATE	Hennelly	Inform	
	Mr. Hennelly stated that while there continues to be some integration issues, it is anticipated that Dr. Peter Carroll's virtual clinic will start in the next four weeks. The Committee then asked about other clinical integration opportunities. Mr. Hennelly said that there was a recent meeting with an Oncologist, and Orthopedist. Additionally, there is continued efforts to recruit a Gastroenterologist.		
10. FINANCIAL REPORT FOR MONTH END AUGUST 2023	Armfield	Inform	
	Mr. Armfield said that although not as robust as July's performance, August delivered another positive month from operations as the hospital's operating margin exceeded budget for a second straight month to start the new fiscal year. Gross and net patient revenues continue to uptick and outpace targets as volumes continue to be on the rise, particularly on the outpatient side. Patient Days was lighter than budget, but discharges were right in-line with budget. Length of stay has been significantly reduced the first couple months of the fiscal year. Some of this is due to seasonality and higher acuity volumes are anticipated as we get into the fall months. Overall, the trend is a positive one for the hospital. Mr. Armfield went on to announce that renegotiation of some payor contracts has begun. Discussions with Meritage Medical Network have been moving forward. There is hope to gain traction on renegotiation talks with Anthem. Mr. Armfield then notified the committee that per their request, he is working on providing an additional schedule detailing revenue variance at the October meeting.		

	Lastly, the committee discussed the recent increase to the marketing budget, and how the additional funds will be used to promote the hospital's marketing efforts.	
11. ADJOURN	Boerum	
	Meeting adjourned at 6:46 p.m.	

Sonoma Valley Hospital

Listing of documents where you are involved in any step of the workflow that require someone's action related to review, revision, authoring, or approval. The report groups documents by current status and lists document titles, number of days they have been in the current status and names of staff or committees that are required to complete current step.

Run by: Crayton, Monique (mcrayton) Run date: 10/27/2023 11:44 AM

Report Parameters

Filtered by: Document Set: all applicable

Committee: 09 BOD-Board of Directors Include Summary of Changes: Yes

Past Review Date: Yes

Include Pending Authoring: Yes Include Pending Expert Review: Yes Include Pending Approval: Yes Include Pending Publishing: Yes

Grouped by: Status

Sorted by: Document Title

Report Statistics

Authoring: 0
Expert Reviewer: 0
Approval: 69
Pending Publishing: 0
Past Due: 0
Total Documents: 69

Approval

Document: Abstracting Days Pending: 15

Location: HIM/Medical Records Pending Since: 10/12/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire: Legacy system process.

Document: Adverse Event Reporting Days Pending: 1

Location: Governance and Leadership Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Reviewed. Title Changes only

Document: Analysis of Special Procedures Days Pending: 15

Location: HIM/Medical Records Pending Since: 10/12/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire: Legacy system process.

Page 1 of 14 HospitalPORTAL

Sonoma Valley Hospital

Run by: Crayton, Monique (mcrayton) Run date: 10/27/2023 11:44 AM

Document: Clinical Competency Days Pending: 1

Location: Rehabilitation Services Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Reviewed, no changes.

Document: Clinical Information on Request Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire policy.

Clinical information on order requests is covered in the Examination Orders policy 7630-143.

Document: Coding Code of Ethics Days Pending: 15

Location: HIM/Medical Records Pending Since: 10/12/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire: this is a department protocol/procedure, not a hospital policy.

Document: Coding Emergency Department Records Days Pending: 15

Location: HIM/Medical Records Pending Since: 10/12/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire: Legacy system process.

Document: Cold Pack Usage Days Pending: 1

Location: Rehabilitation Services Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Update references, personnel clarifications, description of packs and usage, contraindications

Document: Complications and Infections Days Pending: 15

Location: HIM/Medical Records Pending Since: 10/12/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Page 2 of 14 HospitalPORTAL

Sonoma Valley Hospital

Run by: Crayton, Monique (mcrayton) Run date: 10/27/2023 11:44 AM

Retire: Legacy system process.

Document: Computer Downtime Days Pending: 15

Location: HIM/Medical Records Pending Since: 10/12/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire: Legacy system process.

Document: Contested Decision to Discontinue Skilled Rehab Services Days Pending: 1

Location: Rehabilitation Services Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Reviewed. Staff Title Changed

Document: Criteria for PES PC7010-13 Days Pending: 1

Location: Emergency Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Recommend sunsetting this policy, the items/criteria outlined are the policies of another institution, not SVH

Document: Critical Tests_med imaging Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire Policy, this is a duplicate of policy QS8610-158

Document: Critically III Patient Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Updated title to "Imaging the" critically ill patient.

Reviewed Policy.

Updated author/reviewers/owner.

 ${\bf Added\ reference\ to\ SVH\ Policy\ PC8610-168\ Transporting\ of\ Monitored\ Patients}.$

This policy is intended to compliment the hospital policy on Transporting of Monitored Patients to further define the role of the radiology technologist being able to focus on imaging the patient while other caregivers (nursing and respiratory therapists) care for the patient.

Page 3 of 14 HospitalPORTAL

Sonoma Valley Hospital

Run by: Crayton, Monique (mcrayton) Run date: 10/27/2023 11:44 AM

Document: Customer Courtesy and Support Days Pending: 15

Location: HIM/Medical Records Pending Since: 10/12/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire: this is a department protocol/procedure, not a hospital policy.

Document: Duties of Medical Director of Medical Imaging 7630-141 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire policy.

Medical Director responsibilities are outlined in their contracts.

Document: Fentanyl Patch Pharmacist Verification 8390-13 Days Pending: 1

Location: Pharmacy Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Recommend deleting this department policy. It speaks to processes that were only required due to Paragon limitations.

Built in to EPIC, no policy needed.

Document: Fluidotherapy Usage Days Pending: 1

Location: Rehabilitation Services Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Update reference, and temperatures, clarify personnel

Document: Frequently Used Terminology & Abbreviations Days Pending: 1

Location: Rehabilitation Services Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Update reference

Document: Goals and Objectives-Medical Records Days Pending: 15

Location: HIM/Medical Records Pending Since: 10/12/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Page 4 of 14 HospitalPORTAL

Sonoma Valley Hospital

Run by: Crayton, Monique (mcrayton) Run date: 10/27/2023 11:44 AM

Summary of Changes:

Retire: this is a department protocol/procedure, not a hospital policy.

Document: HIM Scope of Service Days Pending: 15

Location: HIM/Medical Records Pending Since: 10/12/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire: this is a department protocol/procedure, not a hospital policy.

Document: Hot Pack Heating Pad Usage Days Pending: 1

Location: Rehabilitation Services Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Clarify purpose, update reference

Document: Ice massage Days Pending: 1

Location: Rehabilitation Services Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Clarify purpose, update contraindications, Update Reference

Document: Infection Control during Imaging Procedures 7630-155 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Added reference to organizational Contact Isolation Precautions.

Document: Initial Evaluation Days Pending: 1

Location: Rehabilitation Services Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Reviewed- no changes

Document: Intravenous Administration of Radiopharmaceuticals Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

Page 5 of 14 HospitalPORTAL

Run by: Crayton, Monique (mcrayton) Run date: 10/27/2023 11:44 AM

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Title change- removed "intravenous" since radioactive materials can be administered orally or subcutaneous too.

Update California Title 17 references for technologists and physicians.

Changed title of Radiologist to Nuclear Medicine Physician to match CA code of regulation wording.

Updated reviewers and approvers.

Document: Iontophoresis Days Pending: 1

Location: Rehabilitation Services Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Additional contraindications, Updated reference

Document: Leaves - Bereavement Days Pending: 24

Location: Human Resources Policies (HR) Pending Since: 10/3/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Policy updated based on updated California labor laws and legal review.

Primary language edits regarding the definition of "family member" and the number of days off required by the State,

Updated references.

Document: Leaves - Child-related School Activity & Child Care Days Pending: 15

Location: Human Resources Policies (HR) Pending Since: 10/12/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Minor language changes for proper grammar and clarification.

Updates to references of labor codes.

Document: Leaves - Emergency Responder Days Pending: 24

Location: Human Resources Policies (HR) Pending Since: 10/3/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Updated language to clarify that notice given under this policy is to be in writing, and to clarify the use of PTO for this unpaid leave.

Updated references.

Document: Leaves - Jury and Witness Duty

Location: Human Resources Policies (HR)

Days Pending: 24

Pending Since: 10/3/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Page 6 of 14 HospitalPORTAL

Run by: Crayton, Monique (mcrayton) Run date: 10/27/2023 11:44 AM

Days Pending: 24

Summary of Changes:

Updated eligibility to all employees (removed reference to FT/PT only)

Updated references.

Document: Leaves - Medical & Family Care (FMLA & CFRA)

Human Resources Policies (HR) Pending Since: 10/3/2023

Requires action of:

Location:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Title Change (separating out content regarding CFRA and moving to a different policy)

Updated language to provide more clarity and compliance with updated laws, including reference to military caregiver leave.

Clarified intermittent or reduced schedule leave options.

Better defined "substitution of paid leave" for this designated "unpaid" leave type..

Added language regarding other employment while on leave (prohibited) and consequences of providing false or misleading information in connection

with a leave request. Updated references.

Document: Leaves - Military Related Days Pending: 24

Location: Human Resources Policies (HR) Pending Since: 10/3/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Better defined the eligibility and types of leave covered under this policy for clarity.

Updated references.

Document: Leaves - Occupational Injury and Illness Disability Days Pending: 24

Location: Human Resources Policies (HR) Pending Since: 10/3/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Added more language to the "Purpose" of the policy to provide a clearer description and relevant information.

Updated references to other policies in the body of this policy.

Added more specific and clearer information regarding the expectations of reporting an injury/illness.

Updated references.

Document: Leaves - Organ and Bone Marrow Donor Days Pending: 24

Location: Human Resources Policies (HR) Pending Since: 10/3/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Minor language changes to provide better clarity.

Updated references.

Page 7 of 14 HospitalPORTAL

Run by: Crayton, Monique (mcrayton) Run date: 10/27/2023 11:44 AM

Document: Leaves - Pregnancy-Related Disability Days Pending: 24

Location: Human Resources Policies (HR) Pending Since: 10/3/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Title Change to "Leaves: CFRA & Pregnancy-Related Disability"

General updates and re-organization to add specifics around CFRA, which was previously part of a different policy.

Updated language to reflect updates in California state law and added additional language regarding reasonable accommodations.

Clarified language discussing substitution of Disability Hours and/or PTO use for this unpaid leave type.

Updated references.

Document: Leaves - Victim of Domestic Violence, Sexual Assault or Stalking Days Pending: 15

Location: Human Resources Policies (HR) Pending Since: 10/12/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Title Change: Leaves: Victim of Crime or Abuse

Added language to provide further details and information as to the purpose of this policy & eligibility for such leave.

Throughout, condensed the language to refer to "crime & abuse" vs. naming specific forms of crime or abuse.

Updated references.

Document: Mammographic Compliance 7630-161 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Added new Purpose and Policy statements.

Added Reference.

Updated Authors/Reviewers.

Document: Medical Imaging Operational Hours and Support Services 7630-109 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

 $\ensuremath{\mathsf{09}}$ BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Reviewed Policy. Updated ultrasound on-call coverage.

Updated author/reviewers.

Document: Medical Record Department Code of Ethics Days Pending: 15

Location: HIM/Medical Records Pending Since: 10/12/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire: this is a department protocol/procedure, not a hospital policy.

Page 8 of 14 HospitalPORTAL

Run by: Crayton, Monique (mcrayton) Run date: 10/27/2023 11:44 AM

Document: Medication History Review Standard Work 8390-12 Days Pending: 1

Location: Pharmacy Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Recommend deleting this department policy. It speaks to processes that were only required due to Paragon limitations. No longer needed.

New procedure being written for Epic

Document: MRI Safety Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Updated Code Blue section to include Rapid Response.

Updated references.

Updated authors and reviewers.

Document: MRI Screening 7630-173 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire policy.

Patient screening procedures are covered in the MRI Safety policy.

Document: Non radiologist & Fluoroscopic Procedures 7630-175 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

 $\ensuremath{\mathsf{09}}$ BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Updated policy with new CDPH Radiology Health Board details on physicians obtaining temporary fluoroscopy permits.

Updated Authors/Reviewers.

Document: Paid Time Off 7630-189 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Changed references for Medical Imaging to Diagnostic Services.

Changed references for Manager to Director.

Added clarification to the request for PTO process.

Removed wording for sick calls since sick call procedures are part of the hospital attendance policy.

Updated reference to hospital policy.

Page 9 of 14 HospitalPORTAL

Sonoma Valley Hospital

Run by: Crayton, Monique (mcrayton) Run date: 10/27/2023 11:44 AM

Update authors/reviewers.

Document: Paraffin Use Days Pending: 1

Location: Rehabilitation Services Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Grammatical errors, Temperatures adjusted, clarifications

Update references

Document: Patient Education Days Pending: 1

Location: Rehabilitation Services Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Add References

Document: Patient Identification 7630-191 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Updated policy with reference to and language from the hospital policy on Patient Identification #QS8610-122.

Added wording about "asking the patient their name and date of birth" and reference to performing a time-out procedure before invasive procedures are started.

Updated Authors/Reviewers.

Document: Patient Pregnancy Inquiry 7630-193 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Reviewed Policy, no content changes made

Updated author/reviewers

Document: Patient Transport 7630-195 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

No changes made to policy. Updated Authors/Reviewers.

Page 10 of 14 HospitalPORTAL

Run by: Crayton, Monique (mcrayton) Run date: 10/27/2023 11:44 AM

Document: Personal Protective Equipment_Technologist Safety 7630-197 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire policy.

This department policy isn't needed. Everything about PPE is outlined in the hospital Infection Prevention policies.

Document: Pharmacist Patient Discharge Medication Counseling 8390-11 Days Pending: 1

Location: Pharmacy Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Recommend deleting this department policy. It speaks to processes that were only required due to Paragon limitations. No longer needed.

New p&p being written for Epic.

Document: Phonophoresis Days Pending: 1

Location: Rehabilitation Services Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Added contraindications and identified staff who can perform this procedure. Updated Reference..

Document: Physician Orders-Verbal and Written 7630-199 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Updated policy to reference and follow the organizations policies for Verbal and Telephone Orders and Ordering of Outpatient Services.

Added reference to the American Society of Radiology Technology Practice Standards that include receiving and documenting verbal orders in their Scope of Practice.

Updated Authors/Reviewers.

Document: Placenta Disposition Days Pending: 1

Location: Laboratory Services Policies (LB) Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Removed Birthplace and added ER.

>>>>>Permission for Disposal and Release of Specimens:

• No tissue may be released to a patient for disposal. (California Health and Safety Code 25157.3 and 25157.5). This is because of hazard of infections or potentially infectious material. If a patient requests to retain the placenta, pathology will only release to a mortuary of their choosing.

Page 11 of 14 HospitalPORTAL

Run by: Crayton, Monique (mcrayton) Run date: 10/27/2023 11:44 AM

Days Pending: 1

Note: Reviewed policy at Board Quality on 10/25/23, no changes made. resubmitted for Board Quality Approval.DK

Document: Pregnant Worker in a Radiation Environment 7630-205

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Reviewed Policy.

Updated Author/Reviewers.

Document: Premedication Protocol 7630-207 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Reviewed policy, no changes made to content.

Updated authors/reviewers.

Document: Quality Control Procedures in Nuclear Medicine 7630-209 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire policy.

We no longer have a nuclear camera requiring QC.

All other QC and safety procedures are included in our Nuclear Medicine/Radioactive Material Safety policy.

Document: Radiation Physicist 7630-213 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Updated physicist contact information.

Updated reviewers/authors.

Document: Radiation Safety Instructions 7630-215 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Reviewed Policy.

Updated Author/Reviewers.

Page 12 of 14 HospitalPORTAL

Sonoma Valley Hospital

Run by: Crayton, Monique (mcrayton) Run date: 10/27/2023 11:44 AM

Document: Radiation Safety-Staff 7630-219 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Added CIHQ as one of our regulatory agencies that monitor radiation safety.

Changed our physicist and consulting services to West Physics.

Updated Author/Reviewers.

Document: Records Management 7630-225 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire policy.

Policy is outdated and the organization has one for records management.

Document: Reporting of Critical Results 7630-227 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Updated the process of documenting the Critical Result notification to the caregiver in the exam report.

Updated authors/reviewers.

Document: Routine Department Disinfection Procedure 7630-229 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Added policy purpose.

Added references to our organizational Equipment Cleaning and Contact Isolation policies.

Updated Authors/Reviewers.

Document: Sign Posting Requirements 7630-235 Days Pending: 1

Location: Diagnostic Services Dept Policies Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Reviewed policy, no content changes.

Updated reviewers and authors.

Page 13 of 14 HospitalPORTAL

Sonoma Valley Hospital

Run by: Crayton, Monique (mcrayton) Run date: 10/27/2023 11:44 AM

Document: Social Networks Days Pending: 15

Location: HIM/Medical Records Pending Since: 10/12/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Retire: this is a department protocol/procedure, not a hospital policy.

Document: Transcutatenous Electrical Nerve Stimulation Days Pending: 1

Location: Rehabilitation Services Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Clarify Purpose, clarify contraindications, Update reference, Staff Title Change

Document: Ultrasound Days Pending: 1

Location: Rehabilitation Services Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Clarify purpose, Update contraindications, Update reference

 $\label{thm:cond} \mbox{ Updated title to Ultrasound *in Rehab Services* to avoid confusion of scope.}$

Document: Use and Cleaning of Gait Belts Days Pending: 1

Location: Rehabilitation Services Dept Pending Since: 10/26/2023

Requires action of:

09 BOD-Board of Directors (Committee) - Approver

Summary of Changes:

Identification of which patients will use gait belts, removal of cloth gait belts, added reference and clarified cleaning process.

Page 14 of 14 HospitalPORTAL

Strategic Positioning Framework



Sonoma Valley's Community in Need:

Key Latino Demographics



La Luz Center Clients

La Luz Center provides services to the most vulnerable population in Sonoma Valley. More than 90% of the La Luz's clients are Latinos.

Following are key demographic data points pertaining to the Latino population in Sonoma Valley:

- Between 50-70% of the Latino population in Sonoma Valley earn less than 80% of the State's median income
 (2020 US Census)
- Over 35% of Latino residents are uninsured (US Census Bureau, 2014)
- Roughly 40% of Latinos in Sonoma Valley don't speak English well or non at all (2020 US Census)
- Over 60% of the Latino adults 18 and over are foreign born residents (2020 US Census)
- Non-permanent resident immigrants are key drivers of the Sonoma Valley economy as they are an
 essential part of the local agricultural, hospitality, and general services industries, contributing to local,
 county, and state tax revenue despite low wages



La Luz Center Clients (contd.)

Here are some figures of interest pertaining to Latino students enrolled in the Sonoma Valley Unified School District, SVUSD:

- 64% of all students enrolled in the SVUSD schools are Latino (CA Department of Education)
- Around 69% of all Latino students are enrolled in free or reduce price meals (CA Dept. of Education & La Luz Center best estimate)
- It is estimated that 60% of Latino students enrolled in K-5 are English learners (CA Dept. of Education & La Luz Center best estimate)
- 0% of English learner students meet or exceed the achievement levels 3 or 4 for science in grades 5,8,11



Crafting La Luz's Strategic Framework:

Key Elements



Strategic Positioning

Intended Impact

What is the <u>difference</u> we want to make in the world?

Community
Need & Role in
Ecosystem

What does the community need?

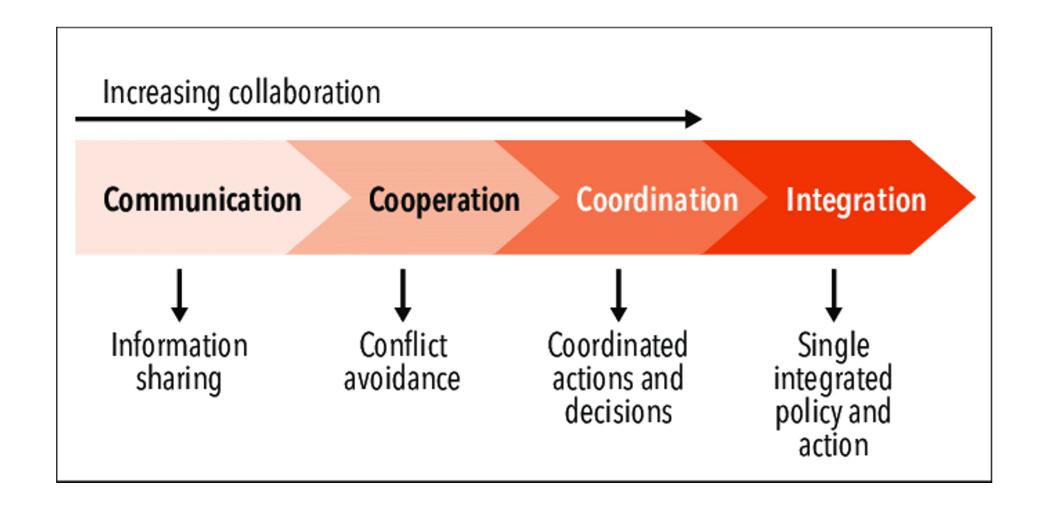
Comparative Strength

What we do <u>better</u> than other organizations in our Ecosystem?



Partnerships On a Spectrum

Where are opportunities for La Luz to increase collaboration in service of greater benefit to Latinos?





La Luz Center 2023 Strategic Framework





2023 Strategic Framework

Vision:

A Sonoma Valley with equal opportunity of success for all.

Mission:

To support the individuals and families of the Latino communities in the greater Sonoma Valley attain their dreams and aspirations by providing opportunities and access to knowledge, skill-building, and resources.

We seek to: (Transformational Impact)

1. Reduce the number of Latinos with unmet basic needs

2. Advance Latino immigrants' safety and wellbeing

3. Increase the earning potential of Latino families

4. Increase pre-school readiness of young Latino children

Through the Strategies of:

Connecting Latino families and individuals to the most appropriate community resources

2. Supporting Latinos in navigating immigration issues

3. Providing training in business-relevant skills (such as English, employment, small business management) and access to capital

4. Delivering effective parent-child early childhood education programs

5. Creating interactive cultural spaces to explore, celebrate, and share traditional and modern Latino cultures, and to raise the voice of Latino families and individuals

Emphasizing Our Relative Strengths of:

Bilingual and multicultural staff

Trust from our local community

Knowledge of the community resources most relevant to Latinos

Flexible funding that can be redirected for emerging needs

Leveraging
La Luz's Role as:

The natural point of entry for Latinos to access services A facilitator of Latino-serving organizations to collaborate and coordinate efforts

An advocate, lifting up Latino priorities to the larger Sonoma Valley community



To: Sonoma Valley Health Care District Board of Directors

From: Ben Armfield, Chief Financial Officer

Date: November 2, 2023

Subject: Hospital Distressed Loan Program – Loan and Security Agreement

Recommendation:

Recommend to the SVHCD Board of Directors that they approve the Distressed Hospital Loan Program executable loan agreement that would formalize a \$3,100,000 loan between the Sonoma Valley Health Care District and California Health Facilities Financing Authority (CHFFA).

Background:

The Distressed Hospital Loan Program board resolution was recommended for approval by the Finance Committee last month, and was formally approved by the SVHCD Board of Directors during the October board meeting. That resolution authorized Sonoma Valley Hospital and CHFFA to move forward with the finalization and execution of the actual loan document.

The loan documents have been received and we are including the formal agreement for your review and action. The agreement and supporting documents have been reviewed by our legal counsel.

Loan Details:

- Loan Amount \$3,100,000
- Interest Rate 0%
- Repayment Loans are repayable over 72 months with an initial 18-month grace period at the beginning of the loan term

SVHCD Finance Committee:

This loan agreement was approved by the Finance Committee during their meeting on 10/24, which formalizes their recommendation of approval to the SVHCD Board of Directors.

Attachments:

- CHFFA / Sonoma Valley Health Care District Loan and Security Agreement
- CHFFA / Sonoma Valley Health Care District Promissory Note

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

DISTRESSED HOSPITAL LOAN PROGRAM

LOAN AND SECURITY AGREEMENT

This Loan and Security Agreement ("<u>Agreement</u>") is entered into between the CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY, a public instrumentality of the State of California, having its principal place of business at 901 P Street, Suite 313, Sacramento, California 95814 (together with its successors and assigns, the "<u>Authority</u>" or the "<u>Lender</u>") and **Sonoma Valley Health Care District DBA Sonoma Valley Hospital**, a **California public hospital**, having its principal place of business at **347 Andrieux Street**, **Sonoma**, **California 95476** ("<u>Borrower</u>") under the Distressed Hospital Loan Program pursuant to Health and Safety Code section 129380 et seq. This Agreement is effective and dated as of the date of the execution of this Agreement by the Authority (the "<u>Effective Date</u>").

RECITALS

- A. Borrower is a public hospital, as defined under Health and Safety Code section 129381.
- B. Borrower has applied to the Authority and the Department (as defined below) for an interest-free loan (the "<u>Facility</u>") from the Distressed Hospital Loan Program Fund (the "<u>Fund</u>") for the purpose of preventing the closure, or facilitating the reopening, of Borrower's hospital.
- C. The Department of Health Care Access and Information (the "Department" or "HCAI") has determined that Borrower's application (Form No. CHFFA 13 DHLP-01 (05/2023)) (the "Application") meets the eligibility requirements of the Distressed Hospital Loan Program and has determined that the Turnaround Plan, which is within the Application and attached hereto as **Exhibit E** and incorporated herein by reference (the "Turnaround Plan"), is viable and there is reasonable likelihood that Borrower will be able to regain financial viability and continue to operate its hospital.
- D. The Department authorized and directed the Authority to make Loans (as defined herein) to Borrower in an amount not to exceed \$3,100,000.00 from the Fund.
- E. The Lender is willing to lend Borrower the Loans subject to the terms and conditions of this Agreement.

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

- 1. <u>Certain Defined Terms.</u> Unless otherwise defined in this Agreement, as used in this Agreement (including in the Recitals of this Agreement), the following terms have the meanings specified below:
- "Application" shall have the meaning assigned to such term in the Recitals to this Agreement.
- "Borrower" shall have the meaning assigned to such term in the preamble to this Agreement.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the State of California.

"Current Ratio" as of any date of determination shall be calculated using the following formula:

Current Ratio = (Current Assets as of such date ÷ Current Liabilities as of such date)

"Collateral" shall have the meaning assigned to such term in Section 3(a).

"<u>Days Cash on Hand</u>" as of any date of determination shall be calculated using the following formula:

Days Cash on Hand = unrestricted cash and cash equivalents as of such date \div [(operating expenses as of the twelve-month period ending on such date – non-cash charges as of the twelve-month period ending on such date) \div 365 days]

"<u>Debt Service Coverage Ratio</u>" as of any date of determination shall be calculated using the following formula:

Debt Service Coverage Ratio = Net Income Available for Debt Service as of the twelvemonth period ending on such date ÷ Actual Annual Debt Service as of the twelve-month period ending on such date

"Department" shall have the meaning assigned to such term in the Recitals of this Agreement.

"<u>Disbursement Request</u>" means a Request for Disbursement of Loan Funds under the Distressed Hospital Loan Program in accordance with Section 2(b) of this Agreement and substantially in the form of **Exhibit C**.

"Effective Date" shall have the meaning assigned to such term in the preamble to this Agreement.

"<u>EFT Cancellation Form</u>" means the form described in Section 3(b) of this Agreement and substantially in the form of **Exhibit B**, together with all amendments, modifications, replacements, extensions, and rearrangements thereof.

"Event of Default" shall have the meaning assigned to such term in Section 7(a) of this Agreement.

"Facility" shall have the meaning assigned to such term in the Recitals of this Agreement.

"Fund" means the Distressed Hospital Loan Program Fund established pursuant to Health and Safety Code section 129385.

"HCAI" shall have the meaning assigned to such term in the Recitals of this Agreement.

"Lender" shall have the meaning assigned to such term in the preamble to this Agreement.

"Loan" shall have the meaning assigned to such term in Section 2(a) of this Agreement.

"Loan Documents" means this Agreement, the Note, the Medi-Cal Intercept Form, the EFT Cancellation Form, each Disbursement Request, the Application, and any other agreements,

instruments or documents previously or hereafter executed by Borrower which evidence or secure Borrower's obligations under this Agreement.

"Maturity Date" shall have the meaning assigned to such term in Section 2(d) of this Agreement.

"Medi-Cal Intercept Form" means the form described in Section 3(b) and substantially in the form of **Exhibit A**, together with all amendments, modifications, replacements, extensions, and rearrangements thereof.

"Net Cash Runway" as of any date of determination shall be calculated using the following formula:

Net Cash Runway = Cash Balance as of such date ÷ Monthly Average Operating Loss (excluding depreciation and non-cash expenses) for the twelve-month period ending on such date

"Net Income Available for Debt Service" for any period shall be calculated using the following formula:

Net Income Available for Debt Service = Excess of Revenue Over Expenses + Depreciation Expense + Amortization Expense + Interest Expense + Non-Cash Charges - Restricted Donations - Extraordinary/Non-Recurring Charge - Non-Cash Revenues - Unrealized Gain (Loss) on Investments

"Note" means the Promissory Note of Borrower described in Section 2(f) of this Agreement and being substantially in the form of **Exhibit E**, together with all amendments, modifications, replacements, extensions, and rearrangements thereof.

"Operating Margin" for any period shall be calculated using the following formula:

Operating Margin = (Net Income for such period ÷ Total Revenue for such period)

"Turnaround Plan" shall have the meaning assigned to such term in the Recitals of this Agreement.

2. The Loan Disbursement and Repayment.

- (a) <u>Loan Availability</u>. Subject to the terms and conditions of this Agreement and as of the Effective Date, the Lender agrees to make interest-free loans (each a "<u>Loan</u>" and together, the <u>Loans</u>") in the aggregate principal amount not to exceed **Three Million One Hundred Thousand Dollars and No Cents (\$3,100,000.00)** to Borrower, and Borrower agrees to repay the Loans in accordance with the terms hereof. The proceeds of each Loan shall be disbursed to Borrower upon the satisfaction of all the conditions precedent set forth in Section 4 of this Agreement.
- (b) <u>Borrowing Procedure</u>. For each Loan, Borrower shall submit a signed and completed Request for Disbursement of Loan Funds under the Distressed Hospital Loan Program (a "<u>Disbursement Request</u>"), in the form attached hereto as **Exhibit C** and incorporated herein by reference, submitted to the Lender, who shall forward a copy of the request to HCAI. The Lender

may disburse Loan proceeds incrementally upon receipt of an approved Disbursement Request from HCAI for each incremental disbursement.

- (c) The Note. Borrower's obligation to repay the Loans shall be evidenced by a Promissory Note ("Note"), dated as of the Effective Date, in the form attached hereto as **Exhibit D** and incorporated herein by reference, payable to the Lender and its successors or assigns. The Lender may attach a schedule to its Note and endorse the date, amount and maturity of the Loans and payments made with respect thereto. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of Borrower hereunder to pay any amount owing with respect to the Loans. The Lender's books and records shall be conclusive absent manifest error of the amount of the Loans made by the Lender and the interest and principal payments thereon.
- (d) Repayment; Maturity. Borrower agrees to repay the Loans in equal monthly installments, commencing on the first day of the nineteenth (19th) month from the Effective Date until the principal sum of the Loans is paid in full, which shall occur no later than seventy-two (72) months from the date of this Agreement (the "Maturity Date"). If Borrower commences a restructuring under chapter 11 of the Bankruptcy Code before the Maturity Date and seeks debtor-in-possession financing from the Lender, the Lender agrees to "roll up" the Loans under this Facility into a debtor-in-possession financing facility on a dollar-for-dollar basis and on such other terms and conditions acceptable to the Lender.
- (e) <u>Prepayment</u>. Borrower shall have the right at any time to prepay the Loans in whole or in part without premium or penalty. The Lender shall apply any prepayments to the last monthly installments of the Loans.
- (f) <u>Method of Payment</u>. Borrower shall make payments on the Loans by check or through the Authority's Electronic Payment System ("<u>EPS</u>").

3. Security Interest.

- (a) Grant of Security. To induce the Lender to make the Loans and to secure Borrower's performance under this Agreement, including, without limitation, the punctual payment of the Loans under this Agreement and the Note, Borrower hereby grants a security interest to the Lender and to its successors and assigns, in all of its right, title and interest, whether now owned or hereafter acquired, in and to all Medi-Cal checkwrite payments with respect to Medi-Cal reimbursements due to Borrower from the Department of Health Care Services ("DHCS") and the accounts and payment intangibles relating to same and the proceeds thereof (all those rights being the "Collateral").
- (b) <u>Security Documents</u>. Borrower hereby agrees to execute a written authorization in the form attached hereto as **Exhibit A** and incorporated herein by reference (the "<u>Medi-Cal Intercept Form</u>"), and an electronic fund transfer cancellation form in the form attached hereto as **Exhibit B** and incorporated herein by reference (the "<u>EFT Cancellation Form</u>"), authorizing DHCS to intercept and redirect twenty percent (20%) of the Medi-Cal checkwrite payments to the Lender as further set forth in such forms and in Section 7(f).

4. Representations and Warranties.

To induce the Lender to make the Loans under this Agreement, Borrower hereby represents and warrants to the Lender that as of the Effective Date and, until the Note is paid in full and all obligations under this Agreement are performed in full, that:

- (a) Borrower is a public hospital, as defined under Health and Safety Code section 129381, and undertakes the Loans to prevent the closure of, or facilitate the reopening of, Borrower's hospital pursuant to Health and Safety Code section 129380 et seq., and Borrower does not belong to integrated health care systems with more than two separately licensed hospital facilities;
- (b) Borrower has the requisite [corporate] right, power and authority to execute and deliver all documents authorizing this Facility and the Loans thereunder, including this Agreement, the Medi-Cal Intercept Form, the EFT Cancellation Form, the Disbursement Request, the Note, and Borrower's Application (all such documents are sometimes hereafter collectively referred to as the "Loan Documents"), and to carry out and consummate all transactions contemplated by these Loan Documents;
- (c) the officers of Borrower executing this Agreement, the Note and all of the other Loan Documents are duly and properly in office and fully authorized to execute same;
- (d) Borrower has duly authorized, executed and delivered this Agreement, the Note and all of the other Loan Documents;
- (e) the execution, delivery and performance of this Agreement, the Note and all of the other Loan Documents, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof will not: conflict with or constitute a breach of, violation or default (with due notice or the passage of time or both) under the articles of incorporation or bylaws of Borrower, any applicable law or administrative rule or regulation or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement, evidence of indebtedness or instrument to which Borrower is a party or to which or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Documents;
- (f) this Agreement, the Note, and all of the other Loan Documents constitute the legal, valid and binding obligations of Borrower, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting the enforcement of creditors' rights, to the application of equitable principles, regardless of whether enforcement is sought in a proceeding at law or in equity, to public policy and to the exercise of judicial discretion in appropriate cases;

- (g) no consent or approval of any trustee or holder of any indebtedness (including, without limitation, guaranty and credit or liquidity enhancement reimbursement obligations) of Borrower, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of this Agreement, the Note and all of the other Loan Documents or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof;
- (h) this Agreement creates a valid and binding security interest in the Collateral in favor of the Lender as security for payment of the Loans, enforceable by the Lender in accordance with the terms hereof;
- (i) Borrower has not heretofore made a pledge of, granted a lien on or security interest in, or made an assignment or sale of the Collateral that ranks on a parity with or prior to the pledge and assignment and security interest granted hereby;
- (j) no representation made, nor any information, exhibit or report furnished to the Lender by Borrower in connection with the negotiation of the Loan Documents contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;
- (k) except as previously disclosed to the Lender in writing, there is no action, suit or proceeding, pending or threatened against Borrower or the assets, properties or operations of Borrower (1) in any way contesting or affecting the validity of this Agreement, the Note or the other Loan Documents or (2) which might adversely affect Borrower in any material respect; and
- (l) all proceeds of this Facility will be used by Borrower solely for the purpose approved by the Lender, as described in the Recitals of this Agreement, the Disbursement Request, and in Borrower's Application, including the Turnaround Plan.

5. Conditions Precedent.

- (a) The Lender shall have no obligation to make any Loans under this Agreement until the Lender is satisfied that all of the following conditions have been met for each Loan:
- (i) Borrower shall have delivered to Lender a duly executed Agreement, Medi-Cal Intercept Form, EFT Cancellation Form, Note, and all other requested Loan Documents;
- (ii) Borrower shall have delivered to the Lender a resolution of Borrower's Board of Directors or governing body duly authorizing the execution, delivery, and performance by it of each of the Loan Documents;
- (iii) Borrower shall have delivered to the Lender the Disbursement Request including the required representations therein for each Loan; and
- (iv) Borrower shall have delivered to the Lender any other documents reasonably required by the Lender in connection with carrying out the purposes of this Agreement.

6. Covenants.

From the Effective Date until the Note is paid in full and all obligations under this Agreement are performed, Borrower covenants that:

- (a) Borrower shall provide periodic reports and financial information to the Lender in the manner set forth below:
- (i) as soon as available, but in any event no later than one hundred fifty (150) days after the end of each fiscal year of Borrower, a copy of Borrower's audited consolidated financial statements prepared by a Certified Public Accountant and consisting of, at a minimum, a balance sheet, statement of income and expenses, and a cash flow statement;
- (ii) as soon as available, but in any event no later than forty-five (45) days after the end of each fiscal quarter of Borrower, a copy of Borrower's unaudited quarterly financial statements and consisting of, at a minimum, a balance sheet, statement of income and expenses, and a cash flow statement;
- (iii) as soon as available, but in any event no later than thirty (30) days after the end of each fiscal year of Borrower, a copy of Borrower's board-approved annual budget;
- (iv) as soon as available, but in any event no later than forty-five (45) days after the end of each fiscal quarter of Borrower, a report from Borrower of the status of progress made in relation to the Turnaround Plan that was submitted as part of the Loan application process. The Turnaround Plan Progress Report shall consist of, at a minimum, (1) an updated narrative describing actions taken pursuant to the Turnaround Plan and remaining actions to be taken by leadership; (2) an updated 24-month cashflow projection of Borrower's future financial situation, which projection shall incorporate all remaining actions to be taken by Borrower and also identify how Loan proceeds were utilized and will be repaid after the 18-month grace period; and (3) an updated description of how the actions taken will affect various revenue and expense line items in the future. After the 18-month grace period, if Borrower is in compliance with all terms and conditions of this Agreement and the Note, the Turnaround Plan Progress Report requirement may be waived by the Department;
- (v) as soon as available, but in any event no later than one hundred twenty (120) days after the end of each fiscal year of Borrower, a report detailing Borrower's utilization statistics;
- (vi) as soon as available, but in any event no later than one hundred twenty (120) days after the end of each fiscal year of Borrower, a calculation of financial ratios, including Days Cash on Hand, Current Ratio, Operating Margin, Net Cash Runway, and Debt Service Coverage Ratio, in each case, as of the last day of such fiscal year, based on Borrower's audited consolidated financial statements for such fiscal year; and
- (vii) as soon as available, but in any event no later than forty-five (45) days after the end of each fiscal quarter of Borrower, a calculation of financial ratios, including Days Cash on Hand, Current Ratio, Operating Margin, Net Cash Runway, and Debt Service Coverage Ratio, in each case, as of the last day of such fiscal quarter, based on Borrower's unaudited financial statements for such fiscal quarter and the immediately preceding three fiscal quarters;

- (b) upon reasonable notice from the Lender, Borrower shall allow visits by representatives or agents of the Lender or the Department to observe Borrower's operations, to review Borrower's financial records and corporate records, and to discuss Borrower's financial position, results of operations, business or prospects with Borrower's staff and governing board and upon notice to Borrower, communicate with Borrower's independent certified public accountants;
- (c) Borrower shall accurately maintain books of account, records and documents of every kind of or relating to all income, expenditures, assets, and liabilities of Borrower, including information related to the Collateral;
- (d) Borrower shall at all times (i) maintain its corporate existence, if applicable, and shall (ii) do or cause to be done all things necessary to preserve and keep in full force and effect its rights, licenses, or franchises;
- (e) (i) Borrower shall not, without the prior written notification to the Lender, change its name or place of business and (ii) Borrower shall not, without prior written consent of the Lender, dissolve, sell or otherwise dispose of all or substantially all of its assets or affiliate with, consolidate with or merge into another entity or permit one or more other entities to affiliate with, consolidate with or merge into it or otherwise substantially change its organization or corporate structure or the general character of its business as it is conducted as of the date hereof;
- (f) Borrower shall not, without the prior written consent of the Lender, sell, assign, transfer, lease, sublease, pledge, or otherwise encumber or dispose of any of the properties or assets of Borrower, except for the lien on the Collateral in favor of the Lender created by this Agreement;
- (g) 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, or ordinance covering the Collateral;
- (h) Borrower acknowledges that the Lender shall file in the applicable UCC filing office of Borrower's jurisdiction of formation a UCC-1 financing statement describing the Collateral. Borrower agrees to execute and deliver such assignments or other documents deemed necessary or appropriate by the Lender to perfect, maintain and protect the Lender's first priority security interest in the Collateral;
- (i) Borrower shall pay all taxes, assessments, and related obligations when such taxes, assessments and obligations are due and payable;
- (j) Borrower shall not create, incur, assume or suffer to exist any assignment, encumbrance, or lien upon the Collateral (other than the lien on the Collateral in favor of the Lender created by this Agreement) without the prior written consent of the Lender;
- (k) Borrower shall not create, incur, assume or suffer to exist any additional debt other than (i) the debt in existence as of the Effective Date that has been disclosed in writing to the Lender prior to the Effective Date and (ii) debt incurred after the Effective Date with prior written consent of the Lender;

- (l) Borrower shall not assign its rights under this Agreement or the Note to any person or entity, and none of Borrower's obligations under this Agreement or the Note may be assumed by any person or entity without the prior written consent of the Lender;
- (m) Borrower shall promptly notify the Lender in writing of the occurrence of any event which might materially adversely affect Borrower, or which constitutes, or upon notice or passage of time or both, would constitute an Event of Default;
- (n) Borrower shall comply with any service provision requirements during the term of this Agreement as determined by the Department under Health and Safety Code section 129383;
- (o) Borrower shall implement or otherwise adhere to the Turnaround Plan as approved by the Department;
- (p) Borrower shall use the proceeds of any Loan for purpose approved by the Lender, as described in the Recitals of this Agreement, the Disbursement Request, and in Borrower's Application, including the Turnaround Plan; and
- (q) if Borrower commences a restructuring under chapter 11 of the Bankruptcy Code prior to the Maturity Date and seeks debtor-in-possession financing from the Lender, Borrower covenants and agrees to "roll up" the Loans under this Facility into post-petition loans under such post-petition financing facility on a dollar-for dollar basis and on such other terms and conditions acceptable to the Lender.

7. Events of Default.

- (a) The occurrence of any of the following events shall constitute an "Event of Default":
- (i) 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 this Agreement or the Note, and the failure remains uncured for a period of ten (10) days;
- (ii) failure by Borrower to fully and completely perform any covenant set forth in subsection (a), (d)(i), (e), (f), (g), (j), (k), (l), (m), (n) or (p) of this Agreement;
- (iii) 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 is 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;
- (iv) failure of Borrower to fully and completely perform any obligation, covenant, or agreement set forth in this Agreement or in any other Loan Document (except for the obligations and covenants set forth in clauses (i) and (ii) of this Section 7(a)) and the failure remains uncured for a period of thirty (30) days; provided, however, if the Lender, in its sole discretion, determines that the default is incapable of cure within the thirty (30) day period, then, in the sole discretion of the Lender, such failure shall not constitute an Event of Default if (A)

Borrower commences steps to cure the failure within the thirty (30) day period and (B) Borrower cures the failure within ninety (90) days after the date of the failure;

- (v) Borrower (A) makes an assignment for the benefit of creditors, (B) is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended, or any other proceeding under other applicable laws regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors in any jurisdiction, (C) consents to the appointment of a receiver, trustee, custodian or similar official for substantially all of its property or permits a decree ordering such appointment to remain in effect and unstayed for 60 days, (D) is the subject of any dissolution or liquidation proceeding, (E) has issued against it or its property any writ of attachment, execution, or other legal process involving an amount or risk deemed material by the Lender, or (F) has filed or recorded against it or its property any notice of levy, notice to withhold, or other claim for taxes other than real property taxes not yet delinquent involving an amount deemed material by the Lender; or
- (vi) Borrower suspends the transaction of its usual business, Borrower ceases to be authorized by the laws of this State to operate its hospital, or Borrower's hospital otherwise ceases to operate as a hospital.
- (b) Borrower agrees that, as soon as is practicable and in any event within ten (10) days of knowledge of an Event of Default, Borrower shall provide written notice to the Lender of any event which is an Event of Default, which notice shall set forth the nature of such event and the action which Borrower proposed to take with respect thereto.
- (c) If any Event of Default occurs, then, at the option and upon the declaration of the Lender, all amounts owed to the 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 the Lender may immediately, and without expiration of any period of grace, enforce payment of all amounts owed to the 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; provided, that upon the occurrence of any Event of Default specified in subclauses (A) through (D) of Section 7(a)(v), the all amounts owed to the Lender under this Agreement and the Note shall automatically become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived. In addition, the Lender shall be entitled to recover from Borrower all costs and expenses, including reasonable attorneys' fees, incurred by the Lender in exercising any remedies under this Agreement.
- (d) 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 the Lender later to take such action with respect thereto, and no waiver as to a prior occasion shall affect the Lender's 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.
- (e) 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.

- (f) Without limitation of any of the Lender's other rights and remedies provided by this Agreement, the Note, at law or in equity, if an Event of Default has occurred and is continuing, the Lender may deliver to DHCS the Medi-Cal Intercept Form and the EFT Cancellation Form and instruct DHCS to pay directly to the Lender twenty percent (20%) of Medi-Cal checkwrite payments with respect to Medi-Cal reimbursements due to Borrower from DHCS, which amounts shall be applied by the Lender to amounts owed to the Lender under this Agreement and the Note until all such amounts paid in full.
- (g) Acceptance by the Lender or holder of the Note of any installment after any Event of Default has occurred under this Agreement shall not operate to extend the time of payment of any amount then remaining unpaid or constitute a waiver of any of the other rights of the Lender or holder under the Note or this Agreement.

8. <u>Miscellaneous.</u>

- (a) (i) Borrower hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Lender, the Department, the State Treasurer and their members, officers, directors, trustees, employees and agents (each, an "Indemnified Party"), from and against any and all Indemnifiable Losses arising out of, resulting from or in any way connected with any act or omission of Borrower, its members, officers, directors, trustees, employees or agents, in applying for or accepting the Loan, carrying out of any of the transactions or undertakings contemplated by the Loan Documents, expending or applying the funds furnished pursuant to this Agreement or any breach by Borrower of any covenant or undertaking under this Agreement or the Note. This section shall survive the termination of this Agreement.
- (ii) The Lender agrees to notify Borrower promptly, but in no event later than twenty (20) business days, after written notice to the Lender that any third party has brought any action, suit or proceeding against an Indemnified Party that may result in an Indemnifiable Loss (a "Third Party Action"). Upon such notice or other notice from an Indemnified Party of a Third Party Action, Borrower shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party and reasonably acceptable to Borrower (which may be the Attorney General of the State of California), and shall assume the payment of all Litigation Expenses related thereto, with full power to litigate, compromise or settle the same in its discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove (in its sole and absolute discretion) any such compromise or settlement and the Indemnified Party has no liability with respect to any compromise or settlement of any Third Party Action effected without its written approval. Each Indemnified Party shall have the right to employ separate counsel in any Third Party Action and participate in the investigation and defense thereof, and Borrower shall pay the reasonable fees and disbursements of such separate counsel. If the Indemnified Party fails to provide such notice to Borrower, Borrower is still obligated to indemnify the Indemnified Party for Indemnifiable Losses, except that Borrower is not liable for any Litigation Expense the Indemnified Party incurs during the period in which the Indemnified Party failed to give such notice.

- (iii) For purposes of this Section 8(a): "Indemnifiable Losses" means the aggregate of Losses and Litigation Expenses; "Losses" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (other than punitive damages to the extent they may not, under law, be indemnified), diminution in value, fine, fee and penalty, and other charge, of every conceivable kind, character and nature whatsoever, contingent or otherwise, known or unknown, except Litigation Expenses and "Litigation Expenses" means any court filing fee, court cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim, including, without limitation, in each case, attorneys' fees, other professionals' fees and disbursements.
- (b) The terms of this Agreement may be revised or modified only with the written consent of both parties, and if necessary, with the approval of the Department and the Department of Finance under Health and Safety Code section 129384.
- (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 such 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 may 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 shall 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 as a party may have specified in writing.
- (h) Borrower waives the right to interpose any defense, set-off, or counterclaim of any nature or description to any action by the Lender in enforcing this Agreement or Note.
- (i) The Lender and Borrower hereby agree that the laws of the State of California apply to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Sacramento County Superior Court, Sacramento, California, unless the Lender waives this requirement in writing. Each party agrees that the exclusive (subject to waiver as set forth herein) choice of forum set forth in this section does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum. Each party waives, to the fullest extent permitted by law, (a) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in the

Sacramento County Superior Court, Sacramento, California, and (b) any claim that any such action or proceeding brought in such court has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed and delivered as of the date of the execution of this Agreement by the Authority.

LENDER:		NIA HEALTH FACILITIES FINANCING TY, a public instrumentality of the State of
	By:	
	Name:	Carolyn Aboubechara
	Title:	Executive Director
	Date:	
BORROWER:	DBA Sonoi	alley Health Care District ma Valley Hospital, Public Hospital
	By:	
	•	(Authorized Officer)
	Name:	John Hennelly
	Title:	President and Chief Executive Officer

EXHIBIT A - MEDI-CAL INTERCEPT FORM

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

4. TELEPHONE NUMBER
•
d No Cents (\$3,100,000.00)
, subdivision (b), and the terms and conditions

Pursuant to Health and Safety Code section 129384, subdivision (b), and the terms and conditions of that certain Loan and Security Agreement by and between Sonoma Valley Health Care District DBA Sonoma Valley Hospital, as Borrower, and the California Health Facilities Financing Authority ("CHFFA"), as Lender (the "Loan Agreement"), Borrower has authorized the intercept of twenty percent (20%) of the Medi-Cal checkwrite payments with respect to reimbursements due to Borrower from the Department of Health Care Services ("DHCS"), by CHFFA in an Event of Default, as defined in the Loan Agreement, until the loan has been paid in full.

This assignment shall be effective until CHFFA, in its sole discretion, has notified DHCS that the loan has been paid in full, whereupon the right to full future reimbursements shall revert to Borrower.

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

Paper warrants

_	1 mp - 1 m -
	Electronic funds transfer (EFT)
	If an EFT recipient, Borrower acknowledges and agrees to the following requirements:
	Borrower shall complete an EFT Cancellation Form (attached as Exhibit B to the Loan Agreement), which shall be submitted to CHFFA along with the Medi-Cal Intercept Form. Please note that the EFT Cancellation Form must be notarized.

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 Borrower reapplies for EFT and that application is effective.

Borrower assumes the responsibility of updating its address on file with DHCS and CHFFA, submitting to DHCS any necessary address correction using the Medi-Cal Supplemental Changes form (Form 6209) and submitting to CHFFA an updated Medi-Cal Intercept Form and an updated and notarized EFT Cancellation Form.

BORROWER	Sonoma Valley Health Care District DBA Sonoma Valley Hospital, a Public Hospital		
Ву:	(Authorized Officer)		
Name:	John Hennelly		
Title	Drasident and Chief Executive Officer		

EXHIBIT B – EFT CANCELLATION FORM



Transfer Authorization

Electronic Fund | Department of Health Care Services – Medi-Cal: This authorization remains in full force and effect until the California Medicaid Program/Title XIX receives written notification from the provider of its termination, or until the California Medicaid Program/Title XIX or appointing authority deems it necessary to terminate the agreement.

Directions: An original pre-imprinted voided check for checking accounts, or an original bank letter for savings accounts, must be submitted with this form. The provider name, routing number and account number on either of those documents must match what is entered on this form. Photocopied documents will not be accepted. Use blue ink for signatures, including notary.

Section A **Please Print or Type**

Name of Provider (must match name on bank and name registered with Medi-Cal)	account 2. NPI OR Legacy Number (one EFT form per number)
3. Name of Main Contact Person	4. Telephone Number
5. Provider Address City	State Zip
6. Last 4 Digits of Provider Social Security Number match number registered with Medi-Cal)	per or Complete Federal Tax ID Number (must

Section B

1. Bank Routing Number	2. Bank Account Number (including leading zeroes)	3. Type of Account Checking Savings
4. Bank Name		
5. Bank Address	City Sta	ite Zip

Section C (Check the appropriate box)

I hereby authorize the California Medicaid Program/Title XIX to initiate credit entries to my bank account as indicated above, and the depository named above to credit the same to such account. For changes to existing accounts, do not close an existing account until the first payment has been deposited into the new account.

I hereby **CANCEL** my EFT authorization.

I understand that by signing this form, payments issued will be from Federal and State funds, and that any falsification or concealment of a material fact may be prosecuted under Federal and State laws.

Provider Signature Date (Blue ink only. Must be owner or corporate officer.)

Form Must Be Notarized

Mail This Form To:

California MMIS Fiscal Intermediary Attn: EFT Unit PO Box 13029 Sacramento, CA 95813-4029

Express Mail Only

California MMIS Fiscal Intermediary Attn: EFT Unit 820 Stillwater Road West Sacramento, CA 95605

Privacy Statement (Civil Code Section 1798 et seq.): The information requested on this form is required by the Department of Health Care Services for purposes of identification and document processing. Furnishing the information requested on this form is mandatory. Failure to provide the mandatory information may result in your request being delayed or not processed.

EXHIBIT C - LOAN FUNDS DISBURSEMENT REQUEST

REQUEST FOR DISBURSEMENT OF LOAN FUNDS UNDER THE DISTRESSED HOSPITAL LOAN PROGRAM

CHFFA the Advance") pu	noma Valley Health Care District DBA Sonoma Valley Hospital, requests from disbursement of Loan funds in the amount of \$ (the "Requested arsuant to the Loan and Security Agreement between CHFFA and Borrower (the ment"), and confirms and certifies the following:
1.	Date of Advance:
2.	Intended Use of Proceeds:
are true and c the Date of Ac warranty relat	The representations and warranties contained in Section 4 of the Loan Agreement orrect in all respects as of the date of this request and will be true and correct as of dvance as though made on such date, except to the extent any such representation or es to a specific date, in which case, such representation or warranty will be true and espects as of such date as though made on such date;
or notice or b	No Event of Default or event that, if it continues uncured, will, with passage of time oth, be an Event of Default, has occurred and is continuing or will result from the Requested Advance; and
	The Requested Advance will be used only for the purposes set forth above. Under ces shall any proceeds of any Loan be used for any purpose other than the above-poses.
Borrov	wer requests Loan funds to be disbursed via:
Bank	wire □ Paper warrant □
For ba	nk wire: Loan funds shall be directed to the following account:
	Bank Routing No.: Bank Account No.: Bank Name: Beneficiary Name: Type of Bank Account: Checking/Savings/Other For paper warrant: Loan funds shall be mailed or delivered to the following address: Attention:

IN WITNESS WHEREOF, Borrower has caused this Loan Funds Disbursement Request to be executed and delivered by its duly authorized officer, as of the date listed below.
BORROWER:

Sonoma vancy Health Care District DDA Sonoma vancy Hospital				
By:	Date:			
John Hennelly				
President and Chief Executive Officer				

EXHIBIT D – NOTE

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

DISTRESSED HOSPITAL LOAN PROGRAM

PROMISSORY NOTE

This Promissory Note is dated as of the Effective Date of the Hereinafter Defined Loan Agreement

Sonoma Valley Health Care District DBA Sonoma Valley Hospital, a California public hospital, as defined under Government Code section 129381, having its principal place of business at 347 Andrieux Street, Sonoma, California 95476 (the "Borrower"), for value received, hereby promises to pay to CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY, a public instrumentality of the State of California (the "Lender") and its successors and assigns (the Lender and its successors and assigns, the "Holder"), at its office located at 901 P Street, Suite 313, 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 Three Million One Hundred Thousand Dollars and No Cents (\$3,100,000.00) (or such lesser amount as shall equal the aggregate unpaid principal amount of the Loans made by the Lender to Borrower under and as described in the Loan Agreement described below).

This Note is the Note referred to in, is executed and delivered under, and is subject to the terms of, the Loan and Security Agreement of even date herewith (as amended, restated, amended and restated, joined, supplemented or otherwise modified from time to time, the "Loan Agreement") by and between the Borrower and the Lender. Capitalized terms used, but not defined, in this Note have the meanings given them in the Loan Agreement.

The Borrower agrees to repay the outstanding Loans in equal monthly installments commencing the first day of the nineteenth month from the Effective Date of the Loan and Security Agreement until payment of such principal sum shall be discharged and in no event later than the Maturity Date, as more particularly provided for in the Loan Agreement.

The Borrower shall be in default of this Note on the occurrence of any Event of Default. Upon default of this Note, the Holder may exercise all of its rights and remedies provided for under the Loan Agreement. The Holder 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 Loan Agreement, shall be cumulative and concurrent and may be pursued singularly, successively or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefor shall arise. No act of omission or commission of the 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 the 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 Loan Agreement that is illegal, invalid, or unenforceable shall be ineffective only to the extent of that illegality, invalidity, or unenforceability without rendering illegal, invalid, or unenforceable the remaining provisions of this Note.

Borrower agrees that the laws of the State of California 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 in Sacramento County, provided that the Holder may waive venue in Sacramento County in its sole discretion.

Sonoma Valley Health Care District DBA Sonoma Valley Hospital a California public hospital

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

EXHIBIT E – APPLICATION



To: SVHCD Board of Directors

From: John Hennelly

Date: 11.02.23

Subject: CEO Report

Strategic Planning

As related to our new **strategic plan**, our efforts in FY24 will focus on:

- Campus Realignment: discussions with UCSF regarding how they might participate, business plan development on SNF, Sub Acute, Memory Care service lines; working to engage a firm to assist with the development of a master facility plan
- Community Care: market sizing for various community opportunities, urgent care, diagnostic center, specialty clinics, PT/OT
- Sustainability: business plan development on GI, cardiology, orthopedics, and UCSF clinical services
- *Seismic*: continued research on possible options. The hospital has engaged HED to assist in the assessment.

Operations

The hospital opened a virtual clinic, staffed by **Dr Peter Carroll** this month. Dr Carrol is a world-renowned urologist who has spent his career building a program at UCSF. The first stage of the clinic is virtual with patients being seen at the hospital by Dr Carrol who will attend virtually. The first date is planned for later this month.

The first quarter of the **fiscal year** has exceeded budget. The first two months of the year were strong with some softening in September.

The valley continues to be impacted by **Covid**. Over the past few months, admissions due to Covid have remained low. Sonoma County mandated masking in patient care areas effective 11/1 through the winter. The hospital now requires masking in patient care areas and for any gatherings indoors.

The hospital continues to recruit heavily for **practitioners**. We are currently in negotiations with providers in several subspecialties to locate their practices in Sonoma. Surgical subspecialties remain a particular focus.

Capital

The temporary MRI project is underway. Site prep is complete and the foundation is being poured at this time. The structure should be on site 12/1 with the MRI delivered in the subsequent weeks. Once the magnet (MRI) is secured we will need to finish the build out and file with the state for occupancy. We continue to work toward a January occupancy.

Phase 2 of the **CT** project is underway. The old CT has been removed and the space is being remodeled to house other services.

The **ICU renovation** is being rescoped as state code requirements necessitate plan modifications. We expect to have the project completed later this fiscal year. The added scope will cost roughly \$320k. The foundation has committed to fund roughly \$200k.

The **expansion of PT** at Highway 12 is in scoping phase. An initial architectural scope has been valued. The team is working to refine the project to come in within our targeted budget.

Patient Feedback:

Thank you for your kindness and for taking our worry seriously. We are relived our son only had minor injury after all, but every staff member was so kind, attentive, patient and professional towards the needs of our entire family. Hopefully we'll never have to come back but it's so comforting to know that we are welcome with open professional arms should we ever have an emergency.

The woman who checked me and was very helpful. The technician who (did) my MRI was outstanding, professional, conscientious, comforting. I hate MRIs and she made a positive experience; can't say enough good things.

Scorecard Definitions for Quality Metrics

Central Line Associated Blood Stream Infection (CLABSI)

Blood stream infection found in a patient with a central line in place and has been >48 hours since admission.

Catheter Associated Urinary Tract Infection (CAUTI)

Urinary tract infection found in a patient who has a catheter in place and has been >48hrs since admission.

CDIFF (Clostridium Difficile)

Clostridium Difficile found from a stool sample in a patient that has been admitted >48hrs

Sepsis Early Management

Obtain Blood Cultures BEFORE antibiotics Administer Antibiotics Obtain Lactate Level Lactate Level repeated (if elevated)

Severe Sepsis 3 hour bundle

All above included plus-Administer 30ml/kg of crystalloid for hypotension or Lactate >4 Focused MD exam

Severe Sepsis 6 hour bundle (septic shock only)

Lactate greater than 4 or If persistent hypotension with 1 hour of fluid administration add Vasopressor Shock reassessment by physician

Mortality

Acute care mortality benchmark is derived from CMS 5-star rating benchmark which is 15.3%.

Our average mortality rate each month is around 2-6%, most of our deaths are expected and are related to palliative care/hospice patients.

PSI 90

Summarizes patient safety across multiple indicators including-Pressure Ulcers Falls with Hip Fracture Perioperative (while in surgery) complications Postoperative complications

Preventable Harm

Unintended physical injury resulting from or contributed to by medical care (including the absence of indicated medical treatment), that requires additional monitoring, treatment or hospitization, or that results in death. This is a percentage of risk events that have a significance level of minor-major harm.

Derived from the risk events entered into our risk reporting platform.

Examples of risk events are- patient falls, surgical complications, mis-diagnosis, repeat visits, code blue, AMA, transfers to other facilities, documentaiton issues. Goal is 0. Alarm is set at 5.0 which is the benchmark set by UCSF and chosen by Dr Kidd

Readmissions

Percentage of patients that get readmitted to the hospital within 30 days of discharge.

SVH Performance Score Card

Target	AUG.23			
		SEP.23	Trend	Supporting detail
<1	0.00	0.00	\$	
<1	0.00	0.00	\$	
<0.9	1.00	0.00	1	
Safety				
<3.75	0.00	0.00	5	
<3.75	0.00	0.00	\$	
0.00	1.00	0.00	1	
<	<0.9	<1 0.00 <0.9 1.00 3.75 0.00 3.75 0.00	<1 0.00 0.00 <0.9 1.00 0.00 33.75 0.00 0.00 33.75 0.00 0.00	<1 0.00 0.00 \$\frac{1}{2}\$ <0.9 1.00 0.00 \$\frac{1}{2}\$ <3.75 0.00 0.00 \$\frac{1}{2}\$ <3.75 0.00 0.00 \$\frac{1}{2}\$

Core Measures									
Sepsis Early Management Bundle % compliant	>81%	33 (n=3	100 (n=6)	1					
Severe Sepsis 3 hour Bundle % compliant	>94%	66.7 (n=3)	100 (n=3)	↑	Sepsis task force formed to address				
Severe Sepsis 6 hr Bundle % compliant	100.00	100 (n=1)	100 (n=5)	\$	Sepsis task force formed to address				
Core OP 23- Head CT within 45 mins % compliant	70.00	0 (n=1)	50 (n=2)	↑					

Mortality					
Acute Care Mortality Rate %	<15.3	3.70	0.00	1	

ED				
Core OP 18b Median Time ED arrival to ED Departure mins	<132	154 (n=25)	187 (n=33)	→
Core Op 22 ED Left without being seen LWBS	<2%	0.60	0.70	+

PSI 90					
PSI 90 Composite Acute Care Admissions	0.00	0.00	11.44	+	1 post op event
Preventable Harm					
Preventable Harm Events Rate % of risk events graded Minor-Major.	0.00	0.22	0.33	↓	

Preventable Harm Events Rate % of risk events graded Minor-Major	0.00	0.22	0.33	↓	
Readmissions					
Readmissions to Acute Care within 30 days %	<15.3	7.27 (n=4)	1.72 (n=1)	↓	Lower is better



2. Employees

Objective	Target	AUG.23	SEP.23	Trend	Supporting Detail
				•	
Turnover	<3%	0.5	0.9	↓	
Workplace Injuries	<20 Per Year	2 (QTR3)	4 (QTR 3)	+	11 YTD

3.Patient Experience

Objective	Target	JUL.23	AUG.23	Trend	Supporting Detail
Outpatient Ambulatory Services					
Recommend Facility	>90%	82 (n=39)	73 (n=38)	+	
Communication	>90%	>90% 93 (n=40)		¥f	Top Box Scores. % of patients that
Discharge Instructions	>95%	96 (n=39)	96 (n=38)	\$	ranked us 5/5
HCAHPS					
Recommend the hospital	>90%	60 (n=22)	50 (n=16)	+	Top Box Scores. % of patients that ranked us 5/5
Communication with Nurse	>90%	82 (n=22)	83 (n=17)	↑	
Communication with Doctor	>90%	83 (n=22)	84 (n=17)	1	
Cleanliness of Hospital	>90%	77 (n=22)	70 (n=17)	↓	
Communication about medicines	>90%	81 (n=14)	46 (n=13)	→	
Discharge Information	>90%	91 (n=21)	90 (n=15)	#	

4. Volume

Objective	Target	AUG.23	SEP.23	Trend	Supporting Detail
Patient Visits					
Emergency Visits	>750	861.0	884.0	1	
Surgical Volume Outpatient	>140	196.0	143.0	→	
Surgical Volume Inpatient	>13	16.0	13.0	→	
Inpatient Discharges	>50	67.0	69.0	1	

5. Financial

Objective	Target	AUG.23	SEP.23	Trend	Supporting Detail
Operating EBDA in %	>-4.0%	-3.8%	-6.8%	+	
Days Cash on Hand month end	>42	33.3	25.6	+	
Net Revenue (\$M) (annualized)	>\$46	\$ 56.0	\$ 51.3	⇆	

1

CMO Report to the Board

November 2023



New Masking Guidelines

"Our new guidelines state that starting on October 30, 2023, all employees and visitors will be required to wear well-fitting masks at Sonoma Valley Hospital in all clinical areas, including the hospital lobby, and for all in-person indoor meetings."

Masks are not required in private office spaces or outdoors. These guidelines comply with the Sonoma County Health Officer's order. Vaccination is strongly recommended but not mandated.

Launch of Subspecialty Services

Dr. Peter Carroll



Location/Contact

Telehealth

(by referral only)

UCSF Health

Specialties/Practice Urology/Oncology



October 26, 2023

October 27, 2023

Age-Friendly Health System Update: PACE Program Visits

Two PACE (The Program of All-Inclusive Care for the Elderly) programs in our catchment area (Rohnert Park and Napa).





Opportunities:

- Transport of patients to Rohnert Park or Napa for services (they will provide transport)
- Establishment of a limited program in Sonoma

Quick CMO One Year Check-In

- RFP process, selection, and launch of new ED Group, Napa Valley Emergency Medicine Group
- Launch of Dr. Peter Carroll's Friday Tele-Urology Clinic
- Launch of Age-Friendly Health System Initiative, including hiring of Becky Spear, geriatric NP
- Launch of DEI Committee, initiative with Latinx community, and upcoming DEI training of staff
- Goals for next six months to one year: Directing MRI volume to new 3T scanner, expanding Orthopedic clinical enterprise, GI recruitment, expansion of age-friendly health system, launch of ICU teleconsultation with UCSF

Questions?





To: Sonoma Valley Health Care District Board of Directors

From: Ben Armfield, Chief Financial Officer

Date: November 2, 2023

Subject: Financial Report for September 2023

1. OVERALL PERFORMANCE | MONTH

Financial performance from operations in September was a step back from our recent trend where we had a string of consecutive months where we had exceeded our budget targets. September's operating margin of (\$1,117,735) was unfavorable to our budget of (\$841,931), missing the target by \$275,804. We did see some reduction in elective volumes which caused our net revenue to miss budget by 2%, but most of the variance to budget relates to operating expenses, particularly depreciation expense, which will get described in detail below.

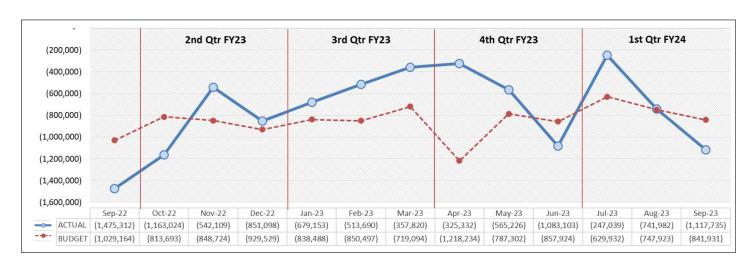
It is important to note that September and October were the two weakest months of last fiscal year. In September of 2022 we posted an operating margin loss of \$ (1.4M) and an operating EBDA loss of \$ (1.2M).

Despite the unfavorable results for the month itself, our operating margin and operating EBDA are still positive to budget through the first quarter of fiscal year 2024, and both exceed prior year 1st quarter performance by over \$1 million.

Table 1 | Overall Performance - September 2023 (There has been no IGT activity so far in FY24)

	Current Year - Month				Variance		Current Year - YTD			Variance			Prior YTD	Varianc	e	
	Actual		Budget		\$	%	Actual		ı	Budget	: \$		%	Actual	\$	%
Operating Margin	\$ (1,117,735)	\$	(841,931)	\$	(275,804)	-33%	\$(2,106,756)	\$ (2	2,219,786)	\$	113,031	5%	\$ (3,109,459)	\$1,002,703	32%
Operating EBDA	\$ (616,102)	\$	(468,964)	\$	(147,138)	-31%	\$(1,125,915)	\$ (:	1,320,885)	\$	194,970	15%	\$ (2,419,013)	\$1,293,097	53%
Net Income (Loss)	\$ (399,538)	\$	(123,189)	\$	(276,349)	-224%	\$	(261,944)	\$	(63,532)	\$	(198,412)	-312%	\$ (1,007,073)	\$ 745,129	74%

Graph 1.1 | SVH Trended Operating Margin (excluding IGT funding) - Last 13 Months



(1,000,000) (1,500,000) (2,000,000) (2,500,000) (3,000,000)(3,500,000) 1st Qtr FY23 2nd Qtr FY23 3rd Qtr FY23 4th Qtr FY23 1st Qtr FY24 (3.109.459)(2.556,230) (2.106.756)(1.550.663) (1.973.661)BUDGET (3.102.048) (2.591.946) (2.408.079)(2.863.460) (2.219.786)

Graph 1.2 | SVH Operating Margin by Quarter (excluding IGT funding) - FY23 & FY24

2. NET REVENUE SUMMARY:

Table 2 | Net Patient Revenue - Actual vs. Budget - September 2023 (Excluding IGT)

	Мо	nth of Septem	ber 2023		Year To Date September 2023									
	Current Yea	ar - Month	Variance	Variance		Current Year - YTD			Prior YTD	Variance				
	Actual	Budget	Var	%	Actual	Budget	\$	%	Actual	\$	%			
Gross Revenue	\$ 28,019,216	\$ 28,069,180	\$ (49,964)	0%	\$84,904,073	\$82,794,755	\$2,109,318	3%	\$77,364,653	\$7,539,420	10%			
Net Patient Revenue	\$ 4,162,914	\$ 4,261,324	\$ (98,410)	-2%	\$12,817,583	\$12,599,075	\$ 218,508	2%	\$11,357,785	\$1,459,798	13%			
NPR as a % of Gross	14.9%	15.2%	-2.1%		15.1%	15.2%	-0.8%		14.7%	2.8%				
Tot Operating Revenue	\$ 4,246,942	\$ 4,354,130	\$ (107,188)	-2%	\$13,074,600	\$12,877,493	\$ 197,107	2%	\$11,614,683	\$1,459,917	13%			

September was one of the first months since our Epic go-live in which our gross and net revenues came in under budget. The driver in this decrease were our volumes, which softened in September, giving back some of the gains delivered by the summer months. Two of our bigger volume surgeons took some time off in September which resulted in a step back in outpatient surgery and reductions in orthopedic surgeries and GI volumes. We ran under budget in outpatient surgery by over 20% in September – all of this variance can be attributed to our key physicians taking some (needed) time away. We may see dampened volumes next month as well as some of the time off extended into October, but we anticipate regaining our recent trend now that they have returned.

Emergency room volumes continue to trail budget, although we are up compared to the prior year. Marketing efforts for the new medical group will ramp up in January once they have completed their recruitment and get fully staffed.

Our trend of lower patient days continues as well. While we do expect to see this start to turn around in the months ahead, our discharges remain above budget and the prior year. As mentioned before, we are seeing and treating the same number of inpatients so the drop in patient days is actually a positive.

3. **OPERATING EXPENSE SUMMARY:**

Table 3 | Operating Expenses - Actual vs. Budget - September 2023 (Excluding IGT)

	Mo	onth of Septem	ber 2023		Year To Date September 2023								
	Current Ye	ar - Month	Variance		Current Y	Variance		Prior YTD	Variance				
	Actual Budget		Var	%	Actual Budget		\$ %		Actual	\$ %			
Operating Expenses	\$ 5,364,677	\$ 5,196,061	\$ (168,616)	-3%	\$15,181,355	\$15,097,279	\$ (84,077)	-1%	\$14,724,142	\$ (457,214)	-3%		
Worked FTEs	216.3	213.9	(2.4)	-1%	214.8	212.7	(2.1)	-1%	202.3	(12.5)	-6%		

Operating expenses rose in September and account for over 60% of the overall budget variance for the month. Operating expenses were \$170K, or 3% over budget in September. The overage is really in two areas depreciation expense and supplies.

OPERATING EXPENSE DRIVERS:

Depreciation Expense – There was an additional \$260,000 of depreciation expense that hit in September, driven by placing additional parts of the Epic project into service as well as the implementation of a new accounting standard, GASB 96. This new standard requires new treatment for subscription-based information technology agreements (SBITs) that are more than one year in length. Prior to the new standard, these types of contracts and/or leases flowed through our income statement as operating expenses. Now, these SBITs are recognized on the balance sheet by way of a subscription asset and related subscription liability. The asset is then amortized over life of the contract, reducing the liability by payments made during the term.

We have been working with our auditors on recognizing this new standard appropriately. As we recognized the new treatment in September, we did make an adjustment to also include the first two months of the fiscal year, so some of the additional depreciation in September does include catch-up.

It is important to note that going forward the GASB adjustment will mostly impact individual expense accounts. The 'net' impact of this adjustment on the income statement will be mitigated by the fact we had budgeted to expense most of these fees out of other operating expense accounts, so as depreciation expense increases, other areas such as purchased services and other expenses will decrease.

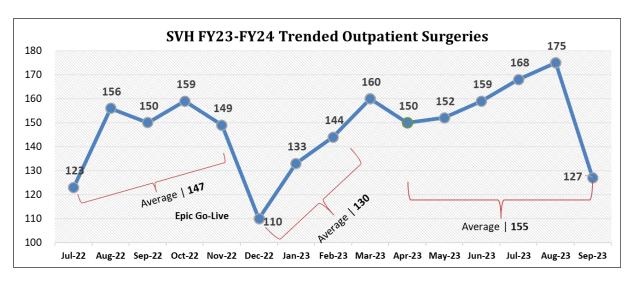
GASB 96 has no impact on cash.

- Supplies The other area where we saw an increase was in supplies. While we did see a decrease from prior month, supplies were nearly \$120,000 over budget. The overage in September is due a some specific catch-up of invoices in one department. Supplies and implant costs are indeed fluid and fluctuate based on a variety of factors, but the overage in September was a one-time adjustment that will not be recurring going forward.
- Salaries We continue to be challenged with staffing vacancies and the need to fill needed gaps with registry and traveler resources. Our traveler spend through the first quarter was \$600,000. We continue to prioritize solutions to limit our dependency on travelers as much as possible, but it will continue to be a challenge for us. We are seeing some positives though, as our spend did decrease in September compared to the first two months of the year, and the \$600,000 of expense year-to-date is 10% less than the 1st quarter of last fiscal year.

4. VOLUME SUMMARY:

<u>Table 4</u> | Patient Volumes – September 2023

	Moi	nth of Septemb	oer 2023		Year To Date September 2023									
	Current	t Year	Variano	e	Current	Year	Variance	2	Prior Year	Variance	е			
	Actual	Budget	Var	%	Actual	Budget	Var	%	Actual	Var	%			
Acute Patient Days	252	262	(10)	-4%	773	829	(56)	-7%	774	(1)	0%			
Average Daily Census	8.4	8.7	(0.3)	-4%	8.4	9.0	(0.6)	-7%	8.4	(0.0)	0%			
Acute Discharges	69	56	13	23%	194	179	15	8%	188	6	3%			
IP Surgeries	13	13	-	0%	43	43	-	0%	51	(8)	-16%			
OP Surgeries/Spec Proc	127	169	(42)	-25%	470	478	(8)	-2%	429	41	10%			
Total Surgeries / Procedure	140	182	(42)	-23%	513	521	(8)	- 2 %	480	33	7%			
Total Outpatient Visits	4,725	3,997	728	18%	14,694	13,195	1,499	11%	13,387	1,307	10%			
Total ER Visits	884	906	(22)	-2%	2,614	2,744	(130)	-5%	2,495	119	5%			



5. CASH ACTIVITY SUMMARY:

Table 5 | Cash / Revenue Cycle Indicators - September 2023

	Sep-23	Aug-23	Var	%
Days Cash on Hand	25.6	33.3	(7.7)	-23%
A/R Days	65.1	65.1	(0.0)	0%
A/P Days	37.4	38.9	(1.5)	-4%

Table 6 | Cash Collections Trended vs. Target - September 2023

	Jul-23	Aug-23	Sep-23	YTD
Cash Collections	\$ 3,663,429	\$4,320,626	\$ 3,355,968	\$ 11,340,023
Cash Collections Target	\$ 3,637,072	\$4,175,875	\$ 4,242,329	\$ 12,055,276
Cash Collections as a % of Target	101%	103%	79%	94%

Cash collections softened in September as well, as we collected \$3.35 million vs. a goal of \$4.1 million, which is a low point for us this fiscal year. As was mentioned last month, we did experience some delays in August and September in getting encounters coded due to some temporary staffing shortages in medical records and our billing office. This created a bit of a backlog in getting some claims out the door and September was the month where this was felt the most. We collected ~80% of our goal for the month, dropping our cash collections as a % of our target to 94% through the first quarter.

The dip in September should be temporary and we have already seen increased cash levels so far in the month of October. We also still remain on track to end the year with days cash in excess of 40.0 days.

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

ATTACHMENT A

		MONT	Н		YEAR TO DATE						
Gross Revenue	Actual	Budget	Variance	% Variance	Actual	Budget	Variance	% Variance			
Medicare	10,510,011	9,702,050	1,529,626	5.8%	31,588,397	29,377,609	1,402,827	2.6%			
Medicare Managed Care	4,023,458	4,605,506	140,869	0.5%	14,281,726	13,945,781	917,993	1.7%			
Medi-Cal	4,719,175	5,117,619	(701,668)	-2.7%	13,402,707	15,504,218	(1,703,067)	-3.1%			
Self Pay	359,341	141,686	341,916	1.3%	1,241,454	430,366	593,433	1.1%			
Commercial & Other Government	7,637,455	6,161,366	343,425	1.3%	22,108,787	18,672,415	1,960,283	3.6%			
Worker's Comp.	752,724	971,188	(141,472)	-0.5%	2,233,058	2,945,075	(493,553)	-0.9%			
Total	28,002,164	26,699,417	1,512,696	5.7%	84,856,129	80,875,466	2,677,916	3.3%			

		MONT	Н	 YEAR TO DATE						
Payor Mix	Actual	Budget	Variance	Actual	Budget	Variance				
Medicare	37.5%	36.3%	1.2%	37.2%	36.3%	0.9%				
Medicare Managed Care	14.4%	17.2%	-2.9%	16.8%	17.2%	-0.4%				
Medi-Cal	16.9%	19.2%	-2.3%	15.8%	19.2%	-3.4%				
Self Pay	1.3%	0.5%	0.8%	1.5%	0.5%	0.9%				
Commercial & Other Government	27.3%	23.1%	4.2%	26.1%	23.1%	3.0%				
Worker's Comp.	2.7%	3.6%	-0.9%	2.6%	3.6%	-1.0%				
Total	100.0%	100.0%		100.0%	100.0%					

SONOMA VALLEY HOSPITAL OPERATING INDICATORS For the Period Ended September 30, 2023

	C	URRENT MC	NTH			YEAR-TO-DA	ATE	YTD
			Favorable				Favorable	Prior
	Actual	Budget	(Unfavorable)		Actual	Budget	(Unfavorable)	Year
	09/30/23	09/30/23	<u>Variance</u>		09/30/23	09/30/23	<u>Variance</u>	09/30/22
				Inpatient Utilization				
				Discharges				
1	54	45	9	Med/Surg	146	145	1	135
2	15	11	4	ICU	48	34	14	53
3	69	56	13	Total Discharges	194	179	15	188
				Patient Days:				
4	172	168	4	Med/Surg	528	546	(18)	477
5	80	94	(14)	ICU	245	283	(38)	297
6	252	262	(10)	Total Patient Days	773	829	(56)	774
7	20	-	20	Observation days	54	-	54	44
				Average Length of Stay:				
8	3.2	3.8	(0.6)	Med/Surg	3.62	3.77	(0.15)	3.5
9	5.3	8.2	(2.9)	ICU	5.10	8.23	(3.13)	5.6
10	3.7	4.7	(1.0)	Avg. Length of Stay	3.98	4.63	(0.64)	4.1
				Average Daily Census:				
11	5.7	5.6	0.1	Med/Surg	5.7	5.9	(0.2)	5.2
12	2.7	3.1	(0.5)	ICU	2.7	3.1	(0.4)	3.2
13	8.4	8.7	(0.3)	Avg. Daily Census	8.4	9.0	(0.6)	8.4
				Other Utilization Statistics				
				Emergency Room Statistics				
14	884	906	(22)	Total ER Visits	2,614	2,744	(130)	2,495
				Outpatient Statistics:				
15	5,025	3,997	1,028	Total Outpatients Visits	14,994	13,195	1,799	13,387
16	13	13	-	IP Surgeries	43	43		51
17	127	154	(27)	OP Surgeries / Special Procedures	470	463	7	429
18	274	237	37	Adjusted Discharges	895	745	150	811
19	1,002	1,111	(109)	Adjusted Patient Days	3,585	3,446	139	3,354
20	33.4	37.0	(3.6)	Adj. Avg. Daily Census	39.0	37.5	1.5	36.5
21	1.4009	1.4000	0.001	Case Mix Index - Medicare	1.4406	1.4000	0.041	1.5630
22	1.3591	1.4000	(0.041)	Case Mix Index - All payers	1.3801	1.4000	(0.020)	1.4990
23	216	214	(2)	Labor Statistics FTE's - Worked	215	213	(2.1)	202
24	242	235	(2) (7)	FTE's - Paid	237	213	(2.1) (2.7)	202
25	47.00	49.07	2.07	Average Hourly Rate	48.32	49.00	0.68	48.93
26	7.25	6.36	(0.89)	FTE / Adj. Pat Day	6.08	6.25	0.17	6.26
27	41.3	36.2	(5.1)	Manhours / Adj. Pat Day	34.6	35.6	1.0	35.7
28	150.9	169.6	18.7	Manhours / Adj. Discharge	138.8	164.7	26.0	147.7
29	25.0%	25.4%	0.4%	Benefits % of Salaries	25.0%	25.0%	0.0%	24.6%
				Non-Labor Statistics				
30	18.1%	15.0%	-3.1%	Supply Expense % Net Revenue	15.4%	14.5%	-0.9%	16.7%
31	2,743	2,693	(50)	Supply Exp. / Adj. Discharge	2,208	2,449	242	2,346
32	19,711	22,092	2,381	Total Expense / Adj. Discharge	17,113	20,453	3,340	18,346
				Other Indicators				
33	25.6			Days Cash - Operating Funds				
34	63.5	50.0	13.5	Days in Net AR	64.2	50.0	14.2	38.0
35	79%			Collections % of Cash Goal	94%			101.9%
36	37.4	55.0	(17.6)	Days in Accounts Payable	37.4	55.0	(17.6)	41.1
37	14.9%	15.2%	-0.3%	% Net revenue to Gross revenue	15.1%	15.2%	-0.1%	14.7%
38	34.8%			% Net AR to Gross AR	34.8%			13.3%

Sonoma Valley Health Care District Balance Sheet

As of September 30, 2023 UNAUDITED

		<u>Cu</u>	urrent Month	<u>P</u>	rior Month		Prior Year
	Assets						
	Current Assets:						
1	Cash	\$	365,964	\$	610,896	\$	1,847,571
2	Cash - Money Market		3,356,852		4,105,982		3,346,052
3	Net Patient Receivables		10,825,277		10,770,858		5,959,156
4	Allow Uncollect Accts		(2,109,722)		(1,998,431)		(1,546,025)
5	Net A/R		8,715,555		8,772,427		4,413,131
6	Other Accts/Notes Rec		2,003,276		1,642,800		1,554,099
7	Parcel Tax Receivable		3,800,000		3,800,000		3,800,000
8	GO Bond Tax Receivable		2,617,464		2,617,464		2,601,816
9	3rd Party Receivables, Net		150,975		(29,823)		97,905
10	Inventory		1,005,748		1,004,725		1,037,568
11	Prepaid Expenses		1,091,455		1,697,135		718,638
12	Total Current Assets	\$	23,107,290	\$	24,221,606	\$	19,416,781
13	Property, Plant & Equip, Net	\$	58,284,481	\$	56,310,679	\$	54,520,066
14	Trustee Funds - GO Bonds		3,259,368		5,797,833		3,512,793
15	Designated Funds - Board Approved		-		-		1,000,000
16	Total Assets	\$	84,651,139	\$	86,330,118	\$	78,449,640
	Liabilities & Fund Balances						
	Current Liabilities:			_		_	
17	Accounts Payable	\$	6,590,545	\$	4,538,292	Ş	4,914,964
18	Accrued Compensation		4,000,416		3,820,154		3,650,892
19	Interest Payable - GO Bonds		61,148		285,504		51,758
20	Accrued Expenses		565,355		1,854,360		537,844
21	Advances From 3rd Parties		-		-		-
22	Deferred Parcel Tax Revenue		2,849,999		3,166,666		3,483,333
23	Deferred GO Bond Tax Revenue		1,963,099		2,181,221		1,230,484
24	Current Maturities-LTD		217,475		217,475		217,475
25	Line of Credit - Union Bank		4,973,734		4,973,734		5,473,734
26	Other Liabilities		57,511	_	57,511	_	106,158
27	Total Current Liabilities	\$	21,279,283	\$	21,094,917	\$	19,666,642
28	Long Term Debt, net current portion	\$	27,043,939	\$	26,892,269	\$	24,809,821
	•		·		•		•
29	Fund Balances:						
30	Unrestricted	\$	21,187,374	\$	22,802,851	\$	18,505,034
31	Restricted		15,140,542		15,540,080		15,468,143
32	Total Fund Balances	\$ \$	36,327,917	\$	38,342,932	\$	33,973,177
33	Total Liabilities & Fund Balances	\$	84,651,139	\$	86,330,118	\$	78,449,640

ATTACHMENT D

Sonoma Valley Health Care District Statement of Revenue and Expenses For the Period Ended September 30, 2023

	Month													
		This	Yea	ar		Varian	ce							
		Actual		Budget		\$	%							
1		69		56		13	23%							
2		252		262		(10)	-4%							
3		20		_		20	0%							
4	\$	20,977	\$	21,455	\$	(478)	-2%							
5	\$	7,042,659	\$	6,613,832	\$	428,827	6%							
6		12,732,428		13,307,098		(574,670)	-4%							
7		8,244,129		8,148,250		95,879	1%							
8	\$	28,019,216	\$	28,069,180		(49,964)	0%							
9		(22 700 704)		(22,620,057)		(60.747)	0%							
9 10		(23,700,704) (150,000)		(23,639,957)		(60,747)								
11				(140,670)		(9,330) 21,631	-7% 70%							
12		(5,598)		(27,229)		21,631	79% *							
13	\$	(23,856,302)	\$	(23,807,856)		(48,446)	0%							
14	\$	4,162,914	\$	4,261,324		(98,410)	-2%							
15	\$	84,028	\$	92,806		(8,778)	-9%							
16	\$	4,246,942	\$	4,354,130		(107,188)	-2%							
						, , ,								
17	\$	1,945,277	\$	1,975,355		30,078	2%							
18		744,685		718,265		(26,420)	-4%							
19	\$	2,689,962	\$	2,693,620		3,658	0%							
20	\$	541,334	\$	609,649		68,315	11%							
21		752,597		639,378		(113,219)	-18%							
22		431,618		476,396		44,778	9%							
23		501,633		372,967		(128,666)	-34%							
24		197,864		184,119		(13,745)	-7%							
25		66,697		71,758		5,061	7%							
26		71,611 47,094			(24,517)	-52%								
27		111,361 101,080			(10,281)	-10%								
28		-		-			*							
29	\$ 5,364,677 \$ 5,196,061					(168,616)	-3%							
30	\$	(1,117,735)	\$	(841,931)	\$	(275,804)	-33%							

				YTD				
		This	Yea	ır	 Varianc	е	. —	
		Actual		Budget	\$	%		Prior Year
Volume Information								
Acute Discharges		194		179	15	8%		188
Patient Days		773		829	(56)	-7%		774
Observation Days		54		-	54	*		44
Gross O/P Revenue (000's)	\$	66,405	\$	62,879	\$ 3,526	6%	\$	59,219
Financial Results								
Gross Patient Revenue								
Inpatient	\$	18,498,880	\$	19,915,407	(1,416,527)	-7%	\$	18,067,944
Outpatient		40,575,389		38,148,607	2,426,783	6%		33,288,321
Emergency		25,829,803		24,730,741	1,099,062	4%		26,008,388
Total Gross Patient Revenue	\$	84,904,073	\$	82,794,755	2,109,318	3%	\$	77,364,653
Deductions from Revenue								
Contractual Discounts	\$	(71,406,247)	\$	(69,748,723)	(1,657,524)	-2%	\$	(65,544,032)
Bad Debt		(400,286)		(380,457)	(19,829)	-5%		(400,665)
Charity Care Provision		(279,956)		(66,500)	(213,456)	*		(62,171)
Prior Period Adj/Government Program Revenue		-		-	-	*		-
Total Deductions from Revenue	\$	(72,086,489)	\$	(70,195,680)	(1,890,809)	3%	\$	(66,006,868)
Net Patient Service Revenue	\$	12,817,583	\$	12,599,075	218,508	2%	\$	11,357,785
Other Op Rev & Electronic Health Records	\$	257,017	\$	278,418	(21,401)	-8%	\$	256,898
Total Operating Revenue	\$	13,074,600	\$	12,877,493	\$ 197,107	2%	\$	11,614,683
Operating Expenses								
Salary and Wages and Agency Fees	\$	6,000,982	Ś	6,015,803	14,822	0%	\$	5,857,093
Employee Benefits	•	2,188,625	7	2,163,351	(25,274)	-1%	*	2,087,964
Total People Cost	\$	8,189,607	\$	8,179,154	(10,453)	0%	\$	7,945,057
Med and Prof Fees (excld Agency)	\$	1,697,710		1,836,932	139,223	8%	\$	1,702,526
Supplies		1,975,769		1,825,408	(150,362)	-8%		1,902,013
Purchased Services		1,147,853		1,199,207	51,354	4%		1,334,043
Depreciation		980,840		898,901	(81,939)	-9%		690,446
Utilities		515,760		522,357	6,597	1%		527,836
Insurance		214,440		205,274	(9,167)	-4%		162,113
Interest		157,411		126,282	(31,129)	-25%		84,244
Other		301,964		303,763	1,799	1%		375,864
Matching Fees (Government Programs)		-		-	-	*		0
Operating expenses	\$	15,181,355	\$	15,097,279	(84,076)	-0.6%	\$	14,724,142
Operating Margin	\$	(2,106,756)	\$	(2,219,786)	113,031	5%	\$	(3,109,459)

ATTACHMENT D

Sonoma Valley Health Care District Statement of Revenue and Expenses For the Period Ended September 30, 2023

			Month					Year-To- Date			YTD
	 This	Year		Varian	се		 This Yea	r	Varianc	е	
	Actual		Budget	\$	%		 Actual	Budget	\$	%	Prior Year
						Non Operating Rev and Expense					
31	\$ 12,459	\$	4,716	7,743	*	Miscellaneous Revenue/(Expenses)	\$ 55,420 \$	14,176	41,244	*	\$ (19,181)
32	-		-	-	0%	Donations	-	-	-	0%	-
33	-		-	-	*	Physician Practice Support-Prima	-	-	-	*	-
34	316,667		316,667	-	0%	Parcel Tax Assessment Rev	950,001	950,001	-	0%	950,001
35	-		-	-	0%	Extraordinary Items	-	-	-	0%	-
36	\$ 329,126	\$	321,383	7,743	2%	Total Non-Operating Rev/Exp	\$ 1,005,421 \$	964,177	41,244	4%	\$ 930,820
37	\$ (788,609)	\$	(520,548)	(268,061)	-51%	Net Income / (Loss) prior to Restricted Contributions	\$ (1,101,335) \$	(1,255,609)	154,274	12%	\$ (2,178,639)
38	\$ -	\$	-	-	0%	Capital Campaign Contribution	\$ - \$	-	-	0%	\$ -
39	\$ 213,884	\$	238,530	(24,646)	0%	Restricted Foundation Contributions	\$ 318,598 \$	715,590	(396,992)	100%	\$ 697,594
40	\$ (574,725)	\$	(282,018)	(292,707)	-104%	Net Income / (Loss) w/ Restricted Contributions	\$ (782,737) \$	(540,019)	(242,718)	-45%	\$ (1,481,045)
41	175,187		158,829	16,358	10%	GO Bond Activity, Net	520,793	476,487	44,306	9%	473,972
42	\$ (399,538)	\$	(123,189)	(276,349)	-224%	Net Income/(Loss) w GO Bond Activity	\$ (261,944) \$	(63,532)	(198,412)	-312%	\$ (1,007,073)
	\$ (286,976)	\$	(147,581)	(139,395)		EBDA - Not including Restricted Contributions	\$ (120,495) \$	(356,708)	236,213		\$ (1,488,193)
	\$ (616,102)	\$	(468,964)	(147,138)	-31%	Operating EBDA - Not including Restricted Contributions	\$ (1,125,915) \$	(1,320,885)	194,970	15%	\$ (2,419,013)

Sonoma Valley Health Care District Variance Analysis For the Period Ended September 30, 2023

ATTACHMENT E

YTD Operating Expenses Variance Variance		D	МО	NTH	
Operating Expenses	Variance	Variance %	Variance	Variance %	Variance %
Supplies	(150,362)	-8%	(113,219)	-18%	The overage in supply costs is due to a catch-up in one particular department. \$110,000 worth of laboratory supplies hit in September that related to invoices from July and August. This is a one-time adjustment that will not be recurring moving forward.
Purchased Services	51,354	4%	44,778	9%	Purchased services are under budget in September due to the GASB 86 adjustment. Some IT contract expenses that had been accrued in purchased services are now recognized in a different manner and will be expensed through depreciation.
Depreciation	(81,939) -9%		(128,666)	-34%	GASB 86 - New accounting standard caused a reclassification in how we account for our IT subscription-based contracts. We booked this reclassification in September, which also includes a catch-up to reclass July and August activity as well. This resulted in \$130,000 of incremental interest expense in September. There will be a corresponding offset moving forward as these costs were budgeted to be expensed out of purchased services.
Utilities	6,597	1%	(13,745)	-7%	Increase in utility costs specific to PG&E as usage increased over last 2 months. Utilities still are under budget through the 1st quarter of the fiscal year.
Interest	(31,129)	-25%	(24,517)	-52%	GASB 86 - New accounting standard caused a reclassification in how we account for our IT subscription-based contracts. We booked this reclassification in September, which also includes a catch-up to reclass July and August activity as well. This resulted in \$27,000 of incremental interest expense in September. There will be a corresponding offset moving forward as these costs were budgeted to be expensed out of purchased services.
Other	1,799	1%	(10,281)	-10%	The overage in other expenses in September is timing related. We expensed some recruitment fees in the month that have budgeted amounts spread equally over the 12 months of the fiscal year. We are 1% under budget in other expenses through the 1st quarter of the fiscal year.
Operating expenses	(84,076)	-1%	(168,616)	-3%	

Sonoma Valley Hospital Cash Forecast FY 2024

		Actual	Actual	Actual	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
	Hospital Operating Sources	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Мау	Jun	TOTAL
1	Patient Payments Collected	3.964.672	4,421,352	3,469,614	4.130.643	4,447,326	4,485,423	4,575,840	4,575,840	4,575,840	4.575.840	4,575,840	4,575,840	52.374.071
2	Other Operating Revenue	26,197	172,302	37,453	200,452	23,522	40,390	43,299	100,254	65,455	150,750	228,646	115,291	1,204,011
3	Other Non-Operating Revenue	42,960	4,386	10,108	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	127,654
4	Unrestricted Contributions		1,250	861										2,111
5	Line of Credit													-
	Sub-Total Hospital Sources	4,033,829	4,599,290	3,518,037	4,338,895	4,478,648	4,533,613	4,626,939	4,683,894	4,649,095	4,734,390	4,812,286	4,698,931	53,707,847
	Hospital Uses of Cash													
6	Operating Expenses	5,152,114	5,121,241	4,128,841	4,912,485	4,823,838	4,881,548	4,984,096	4,828,418	5,073,479	4,946,353	5,034,948	4,814,191	58,701,551
7	Add Capital Lease Payments	64,932	65,051	389,160										519,142
8	Add: Bridge Loan Paybacks									608,487				608,487
9	Add: CHFFA Help II Loan Repayments	30,833	30,833	30,833	30,833	30,833	30,833	30,833	30,833	30,833	30,833	30,833	30,833	369,996
	Line of Credit Paydown	.==	.=			=		3,100,000						3,100,000
11	Capital Expenditures Total Hospital Uses	157,689 5,405,567	152,213 5,369,338	177,157 4,725,991	4,943,318	520,430 5,375,101	4,912,381	1,795,430 9,910,359	425,000 5,284,251	1,370,430 7,083,229	4,977,186	1,370,430 6,436,211	452,527 5,297,551	6,421,306 69,720,482
	Total Hospital Oses	5,405,567	5,369,336	4,725,991	4,943,316	5,375,101	4,912,361	9,910,359	5,264,251	7,003,229	4,977,100	0,430,211	5,297,551	69,720,462
	Net Hospital Sources/Uses of Cash	(1,371,738)	(770,048)	(1,207,954)	(604,422)	(896,452)	(378,768)	(5,283,420)	(600,357)	(2,434,135)	(242,796)	(1,623,926)	(598,620)	(16,012,635)
	Non-Hospital Sources													
12	Restricted Cash/Money Market	500,000	500,000	750,000	2,000,000			(3,000,000)						750,000
13	*	1,638	101,826	213,023	_,,,,,,,,	520,430		520,430		520,430		520,430	258,577	2,656,784
14	Parcel Tax Revenue	179,984					2,134,000				1,486,016			3,800,000
	Other Payments					1,100,000		400,000						1,500,000
	Other:													-
17	IGT					684,000		4,716,000	820,933		007.050		41,568	6,262,501
18 19	IGT - AB915 QIP										227,253			227,253
20	Distressed Hospital Loan Program						3,100,000					-		•
	Sub-Total Non-Hospital Sources	681,622	601,826	963,023	2,000,000	2,304,430	5,234,000	2,636,430	820,933	520,430	1,713,269	520,430	300,145	15,196,538
	<u>-</u>								-					
	Non-Hospital Uses of Cash				044.000	4.050.470	040.000					00.704		0.404.550
21	Matching Fees Sub-Total Non-Hospital Uses of Cash		_		211,693 211,693	1,958,178 1,958,178	240,898 240,898		-	-		20,784 20,784	_	2,431,553 2,431,553
	Sub-Total Non-nospital Oses of Cash			<u> </u>	211,093	1,950,170	240,090	-	<u> </u>		<u> </u>	20,764	<u> </u>	2,431,555
	Net Non-Hospital Sources/Uses of Cash	681,622	601,826	963,023	1,788,307	346,252	4,993,102	2,636,430	820,933	520,430	1,713,269	499,646	300,145	12,764,985
	Net Sources/Uses	(690,116)	(168,222)	(244,931)	1,183,885	(550,200)	4,614,334	(2,646,990)	220,576	(1,913,705)	1,470,473	(1,124,280)	(298,475)	
						` ' '								
	Operating Cash at beginning of period	1,469,233	779,117	610,895	365,964	1,549,849	999,649	5,613,983	2,966,993	3,187,570	1,273,865	2,744,338	1,620,058	
	Operating Cash at End of Period	779,117	610,895	365,964	1,549,849	999,649	5,613,983	2,966,993	3,187,570	1,273,865	2,744,338	1,620,058	1,321,583	
	Manay Market Assaurt - Undesignated	4,604,866	4 105 093	2 256 952	1 256 952	1 256 952	1,356,852	4,356,852	4,356,852	4,356,852	4,356,852	4 356 953	4 256 952	
	Money Market Account - Undesignated	4,004,000	4,105,982	3,356,852	1,356,852	1,356,852	1,330,632	4,330,632	4,330,632	4,330,032	4,330,632	4,356,852	4,356,852	
	Total Cash at End of Period	5,383,983	4,716,877	3,722,817	2,906,701	2,356,501	6,970,835	7,323,846	7,544,422	5,630,718	7,101,191	5,976,911	5,678,436	
	Average Days of Cash on Hand	40.1	35.8	26.3										
	Days of Cash on Hand at End of Month	39.7	33.3	25.6	20.5	16.7	49.3	51.8	53.3	39.8	50.2	42.2	40.1	
	24,0 0. Caon on hand at Lind of Month	00.7	00.0	23.0	20.0	70.7	40.0	01.0	00.0	33.0	00.2	72.2	40.1	

Sonoma Valley Hospital

Capital Spending

Historical Capital Spend For Fiscal Years Ending June 30, 2019, 2020, 2021. 2022, 2023 & 2024 YTD

Fiscal Year 2024 - 1st Quarter

Poundation Support: Dept # Department			Historical Capital Spend								
	Dept #	Department	DESCRIPTION	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FYTD 2024		
1	8340	Dietary	Walk in Freezer	8,498							
2	7500	Laboratory	ABL Flex Plus Analyzer	16,049							
3	8450	Engineering/Plant Ops	Infrared Thermal Imager		10,336						
4	6010	ICU	Patient Lift for ICU		8,605						
5	8450	Engineering/Plant Ops	A Women's Place - Building Improvements (Closed CIP in FY 2020)	22,601							
6	8450	Engineering/Plant Ops	A Women's Place - Equipment and Furniture (Closed CIP in FY 2020)	33,280							
7	6170	Med-Surg	MDM Patient Journey System		71,155						
8	8440	Environmental Services	Xenex - Lightstrike Germ Zapping Robot			87,960					
9	7420	Surgery	Olympus America - Refurbished Bronchoscope			13,088					
10	6010/61	ICU/Med-Surg	Third floor move (Closed CIP in FY 2021)	233,942							
11	6010/61	ICU/Med-Surg	Gentherm Medical - Hypothermia unit blanketrol				7,652				
12	7771	OP Physical Therapy	Rehab V2 Max Reformer Bundle				5,320				
13	7630	Medical Imaging	Bone Densitometer				87,166				
14	7775	Occ Health	Audiometer & Sound Room				12,916				
15	7420	Surgery	Xprezzon Monitor Anesthesia				38,726				
16	7010	Emergency Room	Fujifilm Sonosite Ultrasound System					74,240			
17	7420	Surgery	Life Saving Equipment- various					417,982			
18	7420	Surgery	Faxitron						99,326		
19	7630	Medical Imaging	3 EKG machines				_		70,251		
			Foundation Support Sub-total	\$ 314,371	\$ 90,096	\$ 101,048	\$ 151,780	\$ 492,222	\$ 169,577		

	Equipm	ent:	Historical Capital Spend						
	Dept #	Department	DESCRIPTION	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FYTD 2024
17	8340	Dietary	Mobile shelving - Uline	6,909					
18	8480	Information Systems	GHA Technologies UCSF Telemedicine Cart	8,265					
19	7420	Surgery	Stryker Medical - Refurbished PI drive/attachments	15,415					
20	7420	Surgery	Olympus - EVIS EXERA III	29,716					
21	8450	Engineering/Plant Ops	UCSF signage - multiple sites	8,182					
22	7420	Surgery	Stryker Medical - System 8 Drill/saws	107,487					
23	Various		Celtic Lease payoff - various equipment		421,904				
24	7420	Surgery	Zimmer Biomet Intellicart System w/Evac Station		22,034				
25	7420	Surgery	Alcon Centurian Phaco Machine		65,250				
26	7420	Surgery	Olympus America - Urology equipment		62,118				
27	8340	Dietary	Commercial Blenders - 2		4,838				
28	6010	ICU	Smart IV Pumps - 27		56,994				
29	8450	Engineering/Plant Ops	Security Camera system - South Lot			11,660			
30	7500	Laboratory	Bactec FX40 Blood Culture Unit			36,759			

	Dept #	Department	DESCRIPTION	FY 2	2019	FY 2020	FY 2021	FY 2022	FY 2023	FYTI	D 2024
31	8610	Administration	History Wall Panels - Hallway				18,819				
32	6010	ICU	Series 980S Ventilator				36,921				
33	6010	ICU	CAPR Hood Ventilator (PPE)				14,777				
34	7420	Surgery	Stryker Medical - Eye Surgery Stretcher				13,140				
35	8340	Dietary	Alladin Temp Rite - Activator/base/dome/heating unit				5,475				
36	7630	Medical Imaging	Stryker Medical - Transport Gurney				4,569				
37	7630	Medical Imaging	Stryker Medical - OB Gyn Stretcher				7,250				
38	7500	Laboratory	Fisher Healthcare - Logic Purifier Bio-safety cab				11,397				
39	7420	Surgery	Steris Corp - Surgical table					42,724			
40	7420	Surgery	Depuy - Monobloc flexible reamers					14,997			
41	7630	Medical Imaging	Barco Niodsply 21.3 monitor					8,713			
42	7740	Wound Care	Carts/exam table Wound Care (Closed CIP in FY 2021)					6,824			
43	7740	Wound Care	IPADS/IS Costs for Wound Care (Closed CIP in FY 2021)					35,555			
44	8390	Pharmacy	Compounding aseptic isolater system (used)					5,000			
45	7680	Central Service/Durable med eqt	Somotom Xray Tube Replacement					172,651			
46	7420	Surgery	Mizuho OSI Surgical Table					105,151			
47	7420	Surgery	Endoscopy Cabinet/Scopes						13,090		
48	8450	Engineering/Plant Ops	Facilio software								5,000
49	7010	ER	Defibrilator w/Expansion Pack		•						143,839
	•		Equipment Sub-total	\$	175,974	\$ 633,138	\$ 160,767	\$ 391,615	\$ 13,090	\$	148,839

	Informa	ation Systems/Electronic Heal	th Records:	His	torical Capital Sp	end			Current
	Dept #	Department	DESCRIPTION	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FYTD 2024
48	8480	Information Systems	Dell Computers - 20		17,252				
49	8480	Information Systems	Dragon One Speech Recognition - Physician dictation		11,300				
50	8480	Information Systems	Lenovo Thinkpads - Laptops			8,760			
51	8480	Information Systems	Dell computers with monitors			25,311			
52	8480	Information Systems	Vx Rail Server Upgrades			24,981			
53	8480	Information Systems	Dell computers with monitors			21,450			
54	8480	Information Systems	Vx Rail Server Upgrades			10,376			
55	8480	Information Systems	Dell computers (Optiplex 7080)			37,261			
56	8480	Information Systems	Cisco catalyst network switch upgrade				40,820		
57	8480	Information Systems	TrueNAS Network Storage Server				32,474		
58	8480	Information Systems	E.H.R. Close CIP in FY 2021				44,955		
59	8480	Information Systems	Dell Technologies - 12 Opti plex computeres/monitors					10,980	
60	8480	Information Systems	IDEA Upgrade					5,750	
61	8480	Information Systems	Zebra Digital scanners						6,641
	•		Equipment Sub-total	\$ -	\$ 28,552	\$ 128,139	\$ 118,249	\$ 16,730	\$ 6,641

Building/Leasehold Improvements		Leasehold Improvements			Historical				Current
	Dept #	Department	DESCRIPTION	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FYTD 2024
59	7073	SFP Clinic - Perkins	Conklin Bros Flooring	16,859					

	Dept #	Department	DESCRIPTION	FY 20	19	FY 2020	FY 2021	FY 2022	FY 2023	FYTD 2	2024
60	8450	Engineering/Plant Ops	Conversion of Rooms - 215-217 - Closed CIP		87,317						
61	8450	Engineering/Plant Ops	SNF Courtyard walkway (1/2)			5,240					
62	8610	Administration	Garden Murals				9,336				
63	8450	Engineering/Plant Ops	Energy mgt system BAS upgrade				30,214				
64	7740	Wound Care	Painting & wiring for Wound care (Closed CIP in FY 2021)					2,940			
65	8450	Engineering/Plant Ops	Roof Restoration - Advanced Foam Roofing					134,956			
66	8450	Engineering/Plant Ops	Automatic Transfer Switch Replacement (Closed CIP)					55,159			
67	8450	Engineering/Plant Ops	Roof Restoration - Advanced Foam Roofing addtl invoice GMH						42,083		
			Infrastructure Sub-total	1	04,176	5,240	39,550	193,055	42,083		-
			Total Capital Assets	\$ 5	94,521	\$ 757,026	\$ 429,504	\$ 854,699	\$ 564,124	\$ 3	25,057
			Recap:								
			Capital Spend - Hospital	2	80,150	666,930	328,456	702,919	71,903	1'	55,479
			Capital Spend - Foundation	3	14,371	90,096	101,048	151,780	492,222	1	69,577
			Total Capital Assets	\$ 5	94,521	\$ 757,026	\$ 429,504	\$ 854,699	\$ 564,124	\$ 3	25,057