



Hazel Hawkins
MEMORIAL HOSPITAL

**REGULAR MEETING OF THE BOARD OF DIRECTORS
SAN BENITO HEALTH CARE DISTRICT
911 SUNSET DRIVE, HOLLISTER, CALIFORNIA
THURSDAY, SEPTEMBER 23, 2021
5:00 P.M. – Zoom Meeting
(TO BE HELD DURING COVID-19 EMERGENCY)**

This meeting will be held via teleconference only in order to reduce the risk of spreading COVID-19 and pursuant to the Governor’s Executive Orders N-25-20 and N-29-20 and the County of San Benito Public Health Officer’s Safer at Home Order (issues March 31, 2020). All votes taken during this teleconference meeting will be by roll call vote, and the vote will be publicly reported.

HOW TO VIEW THE MEETING: No physical location from which members of the public may observe the meeting and offer public comment will be provided. Members of the public may participate in the public meeting via the Zoom link below.

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public may submit email correspondence to lgarcia@hazelhawkins.com up to two (2) hours before the meeting begins.

HOW TO PARTICIPATE DURING THE MEETING: Members of the public may also speak during the meeting through the Zoom application during the public comment time period as noticed on the agenda. Comments are limited to three (3) minutes.

**Phone Number: 1+ (669) 900-6833
Meeting ID: 931 6668 9955
Passcode: 564382**

AGENDA

Presented By

1. **Call to Order/Roll Call**
2. **Closed Session** (pgs. 1-3)
(See Attached Closed Session Sheet Information)
3. **Reconvene Open Session/Closed Session Report** (estimated time 5:30 P.M.)
4. **Public Comment**

Hernandez

This opportunity is provided for members of the public to make a brief statement, not to exceed three (3) minutes, on matters within the jurisdiction of this District Board which are not otherwise covered under an item on this agenda. Written comments for the Board should be provided to the Board clerk for the official record. Board Members may not deliberate or take action on an item not on the duly posted agenda.

5. **Consent Agenda—General Business** (pgs. 4-24)
(A Board Member may pull an item from the Consent Agenda for discussion.)
- A. Minutes of the Meeting of the Board of Directors, August 26, 2021.
 - B. Absence of President/Chief Executive Officer Policy.
 - C. Visitation of Hospitalized Patients in Medical-Surgical, Obstetrics, and ICU Department Policy.
 - D. To Provide Remote Interrogation of Medtronic Pacemaker and Transmit the Data from the Device to the CareLink Network Policy.
- Report
 - Board Questions
 - Motion/Second
 - Public Comment
 - Action/Board Vote-Roll Call
6. **Report from the Medical Executive Committee** (pgs. 25-40) Bogey
- A. Medical Staff Credentials:
 - Report
 - Board Questions
 - Motion/Second
 - Public Comment
 - Action/Board Vote-Roll Call
 - B. Medical Staff Synopsis.
7. **President/Chief Executive Officer** (pgs. 41-45) Hannah
- A. Chief Executive Officer Report
 - B. Board Education (pgs. 46-52) Schwarzwaelder
 - QIP Program
 - C. Director Reports
 - Chief Operating Officer/VP Human Resources (pg. 53)
 - Patient Care Services (Acute Facility) (pg. 54)
 - Provider Services & Clinic Operations (pg. 55)
 - Skilled Nursing Facilities Reports (Mabie Southside/Northside) (pgs. 56-62)
 - Home Health Care Agency (pgs. 63-64)
 - Laboratory (pg. 65-68)
 - Marketing (pg. 69)
 - Hazel Hawkins Memorial Hospital Auxiliary/Volunteer Services (pg. 70)
 - Foundation Report (pgs. 71-74)
 - Quality Practice Committee (pgs. 75-76)
8. **Report from the Finance Committee** (pg. 77-103) Shelton /
Robinson
- A. **Finance Committee Minutes**
Minutes of the Meeting of the Finance Committee, September 16, 2021.
 - B. **Finance Report/Financial Statement Review**
 - 1. Review of Financial Report for August 2021.
 - 2. **Financial Updates**
 - A. Finance Dashboard
 - B. Bad Debt (Uncompensated Care) – September 2021 write-off
 - C. CHFFA Loan Discussion
 - D. Unbudgeted Revenue & Expense Opportunities

9. **Recommendations for Board Action** (pgs. 93-103)

A. **Contracts:**

a. **Consider Approval of Lease Agreement for 901 Sunset Drive, Suite 3, Ken Jiang, MD.**

- Report
- Board Questions
- Motion/Second
- Public Comment
- Action/Board Vote-Roll Call

B. **Physician Contracts:** (pgs. 101-103)

Hannah

a. **Consider Approval of Terms and Conditions for Recruitment and Professional Services Agreement for Nick Gabriel, D.O. – General Surgery**

- Report
- Board Questions
- Motion/Second
- Public Comment
- Action/Board Vote-Roll Call

11. **Report from the Facilities Committee** (pgs. 104-105)

A. Minutes of the meeting of the Facilities Committee Meeting, September 16, 2021.

Robinson

12. **Adjournment**

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, October 28, 2021**, at 5:00 p.m., a virtual meeting via Zoom (to be held during COVID-19 Emergency).

The complete Board packet including subsequently distributed materials and presentations is available at the Board Meeting and in the Administrative Offices of the District. All items appearing on the agenda are subject to action by the Board. Staff and Committee recommendations are subject to change by the Board.

Notes: Requests for a disability-related modification or accommodation, including auxiliary aids or services, to attend or participate in a meeting should be made to District Administration during regular business hours at 831-636-2673. Notification received 48 hours before the meeting will enable the District to make reasonable accommodations.

***** To be distributed at or before the Board meeting**

SAN BENITO HEALTH CARE DISTRICT BOARD OF DIRECTORS

SEPTEMBER, 2021

AGENDA FOR CLOSED SESSION

Pursuant to California Government Code Section 54954.2 and 54954.5, the board agenda may describe closed session agenda items as provided below. No legislative body or elected official shall be in violation of Section 54954.2 or 54956 if the closed session items are described in substantial compliance with Section 54954.5 of the Government Code.

CLOSED SESSION AGENDA ITEMS

- LICENSE/PERMIT DETERMINATION**
(Government Code §54956.7)

Applicant(s): (Specify number of applicants) _____

- CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
(Government Code §54956.8)

Property: (Specify street address, or if no street address, the parcel number or other unique reference, of the real property under negotiation): _____

Agency negotiator: (Specify names of negotiators attending the closed session): _____

Negotiating parties: (Specify name of party (not agent): _____

Under negotiation: (Specify whether instruction to negotiator will concern price, terms of payment, or both): _____

- CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
(Government Code §54956.9(d)(1))

Name of case: (Specify by reference to claimant's name, names of parties, case or claim numbers): _____, or

Case name unspecified: (Specify whether disclosure would jeopardize service of process or existing settlement negotiations): _____

- CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
(Government Code §54956.9)

Significant exposure to litigation pursuant to Section 54956.9(d)(2) or (3) (Number of potential cases): _____

Additional information required pursuant to Section 54956.9(e): _____

Initiation of litigation pursuant to Section 54956.9(d)(4) (Number of potential cases): _____

- LIABILITY CLAIMS**
(Government Code §54956.95)

Claimant: (Specify name unless unspecified pursuant to Section 54961): _____

1.

Agency claimed against: (Specify name): _____

- THREAT TO PUBLIC SERVICES OR FACILITIES**
(Government Code §54957)

Consultation with: (Specify name of law enforcement agency and title of officer): _____

- PUBLIC EMPLOYEE APPOINTMENT**
(Government Code §54957)

Title: (Specify description of position to be filled): _____

- PUBLIC EMPLOYMENT**
(Government Code §54957)

Title: (Specify description of position to be filled): _____

- PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
(Government Code §54957)

Title: (Specify position title of employee being reviewed): _____

- PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
(Government Code §54957)

(No additional information is required in connection with a closed session to consider discipline, dismissal, or release of a public employee. Discipline includes potential reduction of compensation.)

- CONFERENCE WITH LABOR NEGOTIATOR**
(Government Code §54957.6)

Agency designated representative:

Employee organization:

Unrepresented employee: (Specify position title of unrepresented employee who is the subject of the negotiations):

- CASE REVIEW/PLANNING**
(Government Code §54957.8)

(No additional information is required to consider case review or planning.)

REPORT INVOLVING TRADE SECRET

(Government Code §37606 & Health and Safety Code § 32106)

Discussion will concern: (Specify whether discussion will concern proposed new service, program, or facility):
Trade Secrets, Strategic Planning, Proposed New Programs and Services.

Estimated date of public disclosure: (Specify month and year): unknown

HEARINGS/REPORTS

(Government Code §37624.3 & Health and Safety Code §§1461, 32155)

Subject matter: (Specify whether testimony/deliberation will concern staff privileges, report of medical audit committee, or report of quality assurance committee):

1. Report of the Medical Staff Quality and Safety Committee
2. Report of the Medical Staff Credentials Committee
3. Report of the Interdisciplinary Practice Committee

CHARGE OR COMPLAINT INVOLVING INFORMATION PROTECTED BY FEDERAL LAW (Government Code §54956.86)

(No additional information is required to discuss a charge or complaint pursuant to Section 54956.86.)

ADJOURN TO OPEN SESSION

**REGULAR MEETING OF THE BOARD OF DIRECTORS
SAN BENITO HEALTH CARE DISTRICT
VIA TELECONFERENCE**

**THURSDAY, AUGUST 26, 2021
MINUTES**

HAZEL HAWKINS MEMORIAL HOSPITAL

Directors Present Via Teleconference

Jeri Hernandez, Board Member
Mary Casillas, Board Member
Bill Johnson, Board Member
Josie Sanchez, Board Member (Absent)
Rick Shelton, Board Member

Also, Present Via Teleconference

Steven Hannah, Chief Executive Officer
Mark Robinson, Chief Financial Officer
Jordan Wright, Chief Operating Officer
Marie Iverson, Chief Clinical Officer (Absent)
Laura Garcia, Executive Assistant
Dr. Bogey, Chief of Staff
Matt Ottone, District Legal Counsel

1. Call to Order

Board President, Jeri Hernandez called the meeting to order at 5:00 p.m., via teleconference and attendance was taken by roll call.

2. Closed Session

The Board of Directors went into a closed session at 5:03 pm to discuss Report Involving Trade Secret, Regarding Strategic Planning, Proposed New Programs, and Services.

3. Reconvene Open Session/Closed Session Report

The Board of Directors reconvened into Open Session at 5:22 pm, Board President, Jeri Hernandez reported that in Closed Session the Board of Directors approved the Santa Clara Valley Health Plan contract, with a starting date of September 1, 2021, with a one-year term and up to four (4) one (1) year extensions. The Board also discussed other items pertaining to Trade Secrets Regarding Strategic Planning, Proposed New Programs, and Services, taking no action.

4. Public Comment

No public comment to report.

5. Consent Agenda-General Business

Director Hernandez presented the Consent Agenda and requested a motion to approve the Consent Agenda.

Item: Consider Approval of the Consent Agenda

A. Minutes of the Meeting of the Board of Directors, July 22, 2021.

B. Minutes of the Special Quality Practice Committee Meeting, July 28, 2021.

C. Minutes of the Special Quality Practice Committee Meeting, August 11, 2021.

D. Minutes of the Special Meeting of the Board of Directors, August 13, 2021.

No Public Comment

MOTION: The Board of Directors moved to approve the Consent Agenda, and was seconded. Moved/Seconded/and Unanimously Carried. Ayes: Casillas, Shelton, Johnson, Hernandez. (Roll Call)

MOTION: The Board of Directors moved to approve Policy No. 29 Public Records Request, and was seconded. Moved/Seconded/and Unanimously Carried. Ayes: Hernandez, Shelton, Sanchez, Casillas. (Roll Call)

7. **Report from the Medical Executive Committee:**

Credentials Report: Chief of Staff Dr. Bogey presented the Credentials Report from August 9, 2021.

Item: **Consider Approval of the Credentials Report, Two (2) Allied Health New Appointment, and Two (2) Change of Status/Department.**

No public comment.

MOTION: The Board of Directors moved to approve the August 9, 2021 Credentials Report “Two (2) Allied Health New Appointment, and Two (2) Change of Status/Department”, and was seconded. Moved/Seconded/and Unanimously Carried. Ayes: Johnson, Hernandez, Casillas, Shelton. (Roll Call)

Medical Staff Synopsis: Dr. Bogey, Chief of Staff, provided a summary of the Medical Executive Committee Report.

The full report can be found as part of the Board packet. Dr. Bogey presented two new policies to the Board of Directors for approval.

Item: **Consider Approval for Ongoing Professional Practice Evaluation (OPPE).**

No Public Comment.

MOTION: The Board of Directors moved to approve the Medical Staff Policy for “Ongoing Professional Practice Evaluation (OOPE)”, and was seconded. Moved/Seconded/and Unanimously Carried. Ayes: Casillas, Johnson, Shelton, Herrnandez. (Roll Call)

Item: **Consider Approval for Focused Professional Practice Evaluation (FPPE).**

No Public Comment.

MOTION: The Board of Directors moved to approve the Medical Staff Policy “Focus Professional Practice Evaluation (FPPE)”, and was seconded. Moved/Seconded/and Unanimously Carried. Ayes: Casillas, Johnson, Shelton, Hernandez. (Roll Call)

8. **Report from the Chief Executive Officer**

Mr. Hannah provided a summary of the Leadership reports.

Leadership's full reports can be found as part of the Board packet.

Mr. Hannah introduced Matt Ottone as the guest speaker.

Board Education

Board Education was provided by the District’s Legal Counsel, Matt Ottone to discuss the process and timeline of the Districts’ redistricting.

5.

Matt noted the District changed the way it elects its Directors from at large system to a zone-based system in 2015. The District retained the services of a demographer and they assisted the District with drawing five (5) electoral zones in compliance with Federal Law. He also said there is a number of issues of how electoral votes are drawn. Those geographical zone boundaries are required to be reviewed upon the release of the next census.

The latest census data was just released by the Census Bureau Other jurisdictions, including the County of San Benito, are proceeding with their restricting efforts so they can determine if there should be change with the boundaries of the various electoral zones of the County Supervisors. The Health Care District has to go through the same process. The District's timeline differs from the timeline used by the County. The County has started its process and they have already hired their demographer. The County will be having public meetings in September throughout the community. They will be looking at getting reports and approving any changes in electoral zones toward the end of the year. The reason they are doing that is that they have a primary election in March. They need to move forward with the adoption of electoral zones so the county of registered voters modify the database and determine whom they can send the ballots out in each respective electoral zone.

The Health Care District is in a different situation, the next election for the District is in November 2022. By state law, the Board is required to approve any new electoral zones approximately one hundred eighty days before the election, or approximately April or May of 2022. The District should retain a demographer to see if the current zones should be altered and look at the population of each zone. The District can use the same demographer as the county. The District will have to work with the demographer because there are also legal issues involved because the District must comply with the Federal Voting Rights Act to ensure that protected classes can retain their voting power within their electoral zones. The demographer would also be looking at the communities of interest. The demographer will make sure that there will be no inadvertent attempt to reduce the power of any of the voters and their protected classes so they can vote for the candidate of their choice.

Matt did state that the District cannot just adopt what the county is doing because the Health Care District boundaries are slightly different from the County boundary. The District may be able to utilize similar borders but the District needs to utilize the demographer to ensure the boundaries are of equal size. A legal requirement is for the District is to have one public meeting to discuss the electoral vote lines and allow for public comment and a second meeting to consider approval of the maps. The timeline is to have it done by mid to late April so that the District can provide the information to the county and they can begin to enter that into their system for the purpose of delivery and balance. Mr. Hannah announced that he has appointed Mark Robinson, as the Executive Champion process with Laura Garcia as the project coordinator, and Mr. Hannah will also be involved in the process.

CEO Report:

Mr. Hannah provided a summary of the CEO's written report.

Mr. Hannah shared the press release that was sent regarding the vaccine mandate. Mr. Wright informed the Board the employees who are not vaccinated will have to test two times weekly. He also said that they have worked with the Unions and have had discussions with them regarding the vaccine plan. Dr. Bogey and Mr. Hannah signed the vaccine policy. Mr. Wright said that any new employees must be vaccinated or have a declination and that information is posted on the website or intranet. He said that he is scheduled to meet with NUHW on Friday, August 27th to have a discussion regarding the vaccine plan and once he has had that discussion the policy will be released. He believes that the state mandate has moved the needle for vaccinations for staff, we are now close to 70% of vaccinated employees.

Director Shelton asked with the uptick of vaccinations, is the number of employees that are unvaccinated 100, and Mr. Wright indicated that it is larger than that, it is closer to approximately 190 people.

Mr. Hannah thanked the entire Board for their service to the District and for their time, energy, and counsel, and all they do. Mr. Hannah provided a summary of the online data from the San Benito County bi-weekly Dashboard, and also a summary of the CDC State Dashboard. Mr. Hannah also provided a vaccine update and said that we are prepared to store the Pfizer vaccine and that the freezer is ready for use. Mr. Hannah said that three employees have tested positive for COVID-19. He also shared that Home Health received the accreditation letter from The Joint Commission. The District is still waiting for the follow-up survey. The Clinical Lab had a separate survey and there are no results for that survey yet. The SNFs are still waiting for their survey.

1. **Report from the Finance Committee**

Minutes of the meeting of the Finance Committee from August 19, 2021. Mark Robinson provided a summary of the financial dashboard for July 2021.

A. **District Financial Statements – June 2021**

A complete financial summary has been attached to the Board packet.

B. **Financial Updates**

Updates on the following and are included in the packet:

- a) **Finance Dashboard**
- b) **Bad Debt (uncompensated Care) – August 2021 Write-Off.**
- c) **CHFFA Loan Discussion**

10. **Recommendation for Board Action**

A. **Contracts**

Item: Consider Approval for 930 Sunset Drive, Suite B, Lease Agreement with San Benito County.

Mark indicated that the Public Health Department of San Benito County is needing space for COVID-19 testing. The lease will be effective September 1, 2021, for 1,165 square feet. The lease is a month-to-month agreement due to a possible funding cap for San Benito County. Additionally, the County will pay the District for janitorial services provided by the District.

No Public Comment.

MOTION: The Board of Directors moved to approve 930 Sunset Drive, Suite B, Lease Agreement with San Benito County and was seconded. Moved/Seconded/and Unanimously Carried. Ayes: Johnson, Casillas, Shelton, Hernandez. (Roll Call)

B. **Policies**

Item: Consider Approval for Spending Limits, Fair Market Value, and Physicians Services Contract Policy and Procedure.

No Public Comment.

MOTION: The Board of Directors moved to approve the Policy for Spending Limits, Fair Market Value, and Physicians Services, and was seconded. Moved/Seconded/and Unanimously Carried. Ayes: Shelton, Johnson, Casillas, Hernandez. (Roll Call)

C. **Physician Contracts**

Item: Consider Approval of Terms and Conditions for General Surgery Professional Services Agreement for Bunry Pin, D.O. - General Surgery.

Mr. Hannah indicated that the agreement is for a 3-year term. The first two years of the agreement allow for a constant compensation at 75% percentile of Fair Market Value. In the third year, the compensation drops from \$546,000 to \$424,759 with the addition of quality metrics and productivity incentives. It is anticipated that year 3 total compensation will be similar to years 1 and 2.

No Public Comment.

MOTION: The Board of Directors moved to approve the Terms and Conditions for General Surgery Professional Services Agreement for Bunry Pin, D.O. – General Surgery, and was seconded. Moved/Seconded/and Unanimously Carried. Ayes: Casillas, Shelton, Hernandez, Johnson. (Roll Call)

Item: Consider Approval for Physician Recruitment Agreement for Ryan Gerry, MD – General Surgery.

Mr. Hannah indicated that the recruitment agreement allows the District to reimburse relocation expenses up to the amount of \$30,000. As part of the support for the recruitment of Dr. Gerry, a memorandum including findings by the Board is included in the Board packet. By approving the Physician Recruitment Agreement for Dr. Gerry, the Board adopts the findings outlined in the memorandum.

No Public Comment.

MOTION: The Board of Directors moved to approve the Physician Recruitment Agreement for Ryan Gerry, MD – General Surgery, and was seconded. Moved/Seconded/and Unanimously Carried. Ayes: Johnson, Casillas, Hernandez, Shelton. (Roll Call)

11. Report from District Facilities & Service Development Committee

A. Minutes of the meeting of Facilities Committee Meeting, August 19, 2021.

The full report is provided in the Board packet from August 19, 2021.

12. New Business

Item: Consider Approval of Resolution No. 2021-07 Of San Benito Health Care District Authorizing Execution And Delivery Of A Loan And Security Agreement, Promissory Note, And Certain Actions In Connection With The California Health Facilities Financing Authority Help II Loan Program.

Mark said that the Resolution will allow Steven Hannah, CEO, and Mark Robinson, CFO to sign the CHFFA loan documents. This loan is or \$2 million to pay for the Hospital Roof. The term is for 20 years with a 2% interest rate.

Director Johnson said that he thought the roof was going to be repaired rather than replaced. Mark indicated that the repairs were just to get us through the rainy season but the roof does need to be replaced because it is from the 1970s.

No Public Input.

8.

MOTION: The Board of Directors moved to approve “Resolution No. 2021-07 Of San Benito Health Care District Authorizing Execution And Delivery Of A Loan And Security Agreement, Promissory Note, And Certain Actions In Connection With The California Health Facilities Financing Authority Help II Loan Program”, and was seconded. Moved/Seconded/ and Unanimously Carried. Ayes: Johnson, Casillas, Hernandez. Shelton. (Roll Call)

Director Hernandez announced before adjourning the meeting that the Board of Directors and CEO will not be attending the ACHD Annual Meeting.

13. **Adjournment:**

There being no further regular business or actions, the meeting was adjourned at 6:37 p.m.

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, September 23, 2021**, at 5:00 p.m., via teleconference only to reduce the risk of spreading COVID-19, and under the Governor’s Executive Orders N-25-20, and the County of San Benito Public Health Officer’s Safer at Home Order.

9.

SAN BENITO HEALTH CARE DISTRICT POLICY & PROCEDURE

ABSENCE OF SBHCD CHIEF EXECUTIVE OFFICER

I. POLICY STATEMENTS

- A. During the absence of the Chief Executive Officer (CEO) of San Benito Health Care District (SBHCD), and in recognition of the SBHCD Organization Plan, the qualified individuals designated below shall assume responsibility (in the order presented here) for all aspects of management of District and Hospital operations, in collaboration with other SBHCD Senior Executives:
1. Chief Operating Officer,
 2. Chief Financial Officer,
 3. Chief Clinical Officer,
 4. or, designee as appointed by the Chief Executive Officer

II. PURPOSE

- A. The Board of Directors is responsible for appointing the Chief Executive Officer of the District, who is responsible for managing SBHCD. In the absence of the CEO, it is important that a qualified administrative person be available for decision-making, operational guidance, and to answer questions.

III. DEFINITONS

- A. Absence of the Chief Executive Officer will mean the inability to contact the CEO due to vacation, illness, incapacity, or other absence from the facilities.
- B. Executives include Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, and Chief Clinical Officer.

IV. GENERAL INFORMATION

- A. In the event the CEO is unavailable due to absence, the Chief Operating Officer shall be the Acting CEO responsible for the following, including but not limited to:
- All operations of SBHCD and its facilities.
 - Attend committee meetings where the CEO's attendance is required, such as Medical Executive Committee (MEC) and sub-committees of the Board of Directors.
 - Be consulted on regulatory issues normally brought to the attention of the CEO.
 - Represent SBHCD at hospital functions.
- B. Issues relating to medical staff matters shall be reviewed in consultation with the Medical Staff Department prior to taking action. Should answers to questions be difficult to reach or uncertainty exists in making the correct decision, the designees may contact the President of the Board of Directors for appropriate direction, and/or consult District Legal Counsel for assistance.
- C. Whenever possible and practical, matters involving issues with potentially serious ramifications should be deferred until the return of the CEO.

V. PROCEDURE

- A. In the absence of the Chief Executive Officer according to this policy, the Chief Operating Officer or other Executive Designee is to be contacted as the Acting CEO. Should the Administrative Supervisor, operator or person initiating the response be unable to contact the Chief Operating Officer, the above chain of command will apply.



Administrative Policy Manual (ADMINISTRATIVE PANDEMIC)

Reviewed: 08/31/2021

Revised: 09/15/2021

SUBJECT: Visitation of hospitalized Patients in Medical Surgical, Obstetrics, ICU, and outpatient services (Lab, Radiology and Respiratory Therapy).

POLICY: Currently we are not allowing visitors unless they fall under the limited exemption or Critical Condition per AFL 21-31 As follows:

1. Parent or guardian visitor of pediatric patients
2. A support person for a labor and delivery patient
3. Visitors who are visiting a patient in critical condition, when death may be imminent, are exempt from the vaccination and testing requirements, however, must comply with all infection control and prevention requirements applicable for indoor visits. For purposes of this AFL and in emergent situations, parent or guardian visitors of pediatric patients, a support person for a labor and delivery patient, and support persons for a patient with physical, intellectual, developmental disability, or cognitive impairment are considered visitors who are visiting a patient in critical condition. For subsequent visits following the emergent situation and as soon as reasonably possible, these visitors must comply with the vaccine verification or applicable testing requirements within 72 hours.
4. For the purpose of patient care from nursing the following hours are blocked from visitors except pediatric parents and support persons.
 - a. **6am-10:00am 2pm-3pm 6pm-10:00pm 2am-3am**
 - b. **If the patient's Death is imminent or immediate then the blocked times are void.**
 - c. **We will let 2-3 visitors for imminent or immediate death.**
5. For purposes of this AFL, the terms "visitor" and "support person" are used interchangeably.

The AFL requires hospitals to retain documentation of their verification of visitors' vaccination status or test results for one year following the end of the public health emergency. This will occur if the following limited exemption requires the vaccine verification or applicable testing required.



PROCEDURE

1. Each visitor, regardless of their vaccination status, should be screened for fever and COVID-19 symptoms; must wear a well-fitting face mask (medical masks, also called surgical masks, or double masking is recommended) upon entry and at all times within the facility; must wear other personal protective equipment (PPE) as appropriate while in the patient's room; and must physically distance from healthcare personnel and other patients/residents/visitors that are not part of their group at all times while in the facility. Facilities should also limit visitor movement in the facility. For example, visitors should not walk around in hallways of the facility and must go directly to and from the patient's room.
2. The AFL requires hospitals to retain documentation of their verification of visitors' vaccination status or test results for one year following the end of the public health emergency. This will be kept in each Department in a log book detailing the copy of either the support persons vaccination status which includes a photo ID and a sticker of the patient and or a negative Covid test, with photo ID within the 72 Hours and the Date of the need for verification status if the 72 Hours have past and the patient is still in the Hospital.
3. Inpatient services:
 - a. For social distancing purposes we are allowing 2 visitors at a time that are allowed for a 30 minute visit duration for the dying patient. This does not include the support persons or parents of pediatric patients they are allowed to stay with the patients. See Blocked time above page 1.
 - b. For the support person they are allowed to remain with the patient. If the time exceeds 72 Hours then they must either show proof of vaccination or a negative Covid result within that 72 Hours. Only 1 support person allowed at a time. In the OB department they may also allow a doula.
4. For outpatient services, patients are instructed at scheduling that visitors are not allowed. Those requiring assistance may have one support person and they must meet procedure requirements 1 and 2 above.



POLICY

To provide remote interrogation of Medtronic Pacemaker and transmit the data from the device to the CareLink Network. This information will then be relayed to the physician for further intervention.

SUPPORTIVE DATA:

Process for transmitting the remote interrogation of the Medtronic Pacemaker data transmission is as follows:

- Bring I-Pad and handheld telemetry wand (patient connector) to the bedside
- Power up I-Pad
- Enter password: "medtronic"
- Go to settings, Wifi, HHMH-INT (connect to wifi).
- Select CL Express Application in left hand corner to launch
- Press Medtronic remote button on the patient connector wand (big gray button on wand)
- I-Pad and patient connector wand will sync. If the sync is unsuccessful please recheck wifi connection, if wand will still not sync please contact Medtronic at 1-800-633-8766
- Select the accessory (Model 24967 RFA020587A)
- Follow prompts on interrogator screen
- The app will prompt you to place the patient connector wand over the Medtronic device
- The telemetry indicator light on the patient connector wand will turn green when a connection established
- Green bar on patient connector wand will move across the shaded area until the bar is green, you will hear a ringing tone when interrogation is complete
- Interrogation time may vary between 30 seconds and 3 minutes
- Once transmitted it should show a green check mark in the middle of the screen. If you don't see this please contact 1-800-633-8766 Medtronic help line for assistance.
- Once transmission is complete the screen will confirm that the transmission has been successfully received by the CareLink network.

Please refer to Medtronic Tip Card for reference

Approval	Signature	Name (printed)	Date
Department Director	<i>Amy Greenlema</i>	Amy Greenlema	9/14/2021
Medical Director	<i>Rafaela Lopez</i>		9/19/2021
Applicable Sub-Committee			
Quality Director	<i>Stephanie Blum</i>	Stephanie Blum	9/14/2021
Patient Care Advisory Group			
Medical Executive Committee			
District Quality Practice Committee			

TIP CARD

CareLink Express™
Mobile System



QUICK
ACCESS.

QUICK
RESPONSE.

The Medtronic CareLink Express mobile app, the Patient Connector, and the Medtronic CareLink™ network are indicated for use in the transfer of patient data from Medtronic implantable cardiac devices. These products are not a substitute for appropriate medical attention in the event of an emergency. Data availability and alert notifications are subject to internet connectivity and access, and service availability. The app must be on and in range of the device. Alert notifications are not intended to be used as the sole basis for making decisions about patient medical care.

Medtronic

14.

ABOUT THE CARELINK EXPRESS MOBILE SYSTEM

The CareLink Express mobile systems consists of:



Patient Connector

A handheld telemetry wand called the patient connector.



Mobile Application

A Medtronic mobile application downloadable from the App Store® associated with the tablet of choice.



Tablet

An Apple® tablet.



Carrying Case

A carrying case that will house both the patient connector and the tablet.

All patient and clinical data displayed are fictitious and for demonstration purposes only.

GETTING STARTED

Step 1: Ensure that tablet is connected to the facility's Wi-Fi network

You may need to obtain a password from the facility's IT department to access the Wi-Fi network in order to connect your Apple tablet.

Step 2: Launch the application

Launch the application by touching/tapping the CareLink Express Mobile app.



Step 3: Patient Connector

Power on the **Patient Connector**. When prompted by the application, press and release the **POWER ON** button.



GETTING STARTED, *cont'd.*

Step 4: Interrogate the Device

The **app** will prompt you to place the Patient Connector over the **Medtronic device**.

The **Telemetry indicator light** on the Patient Connector will turn **green** when a connection is established.

- **No light** = Telemetry not in progress
- **Solid light** = Telemetry in progress



A telephone call is made by the reviewer to the clinician in the CareLink Express healthcare setting (where the patient's device was interrogated) to discuss the technical findings.

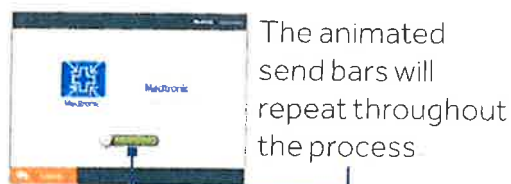
Step 5: Send Data

A tone will sound and the app will prompt user to **put down Patient Connector** when the interrogation has finished.

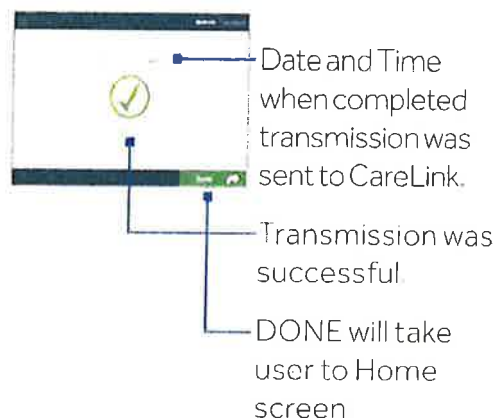
Interrogation times vary between 30 seconds and 3 minutes.

The app will now transmit the collected data from the device to the CareLink™ network.

The Transmission Complete screen confirms that the transmission has been successfully received by the CareLink network.



The progress bar will continue to fill throughout the process.



WHAT YOU NEED TO KNOW

CHARGING THE PATIENT CONNECTOR

The amber battery indicator light will indicate the need to charge the battery. Charging time takes approximately 1 hour.

Each full charge should last:

- Approximately 30 sessions (if each lasts about 5 minutes)
- Approximately 5 sessions (if each lasts about 20 minutes)

UPGRADING THE SOFTWARE

If new firmware is available, the system will download to the patient connector before use.

Telemetry indicator light (green)

No light = Telemetry not in progress

Solid light = Telemetry in progress

Bluetooth® indicator light (blue)

No light = Telemetry head OFF

Flashing light = Establishing Bluetooth connection

Solid light = Bluetooth connection is active



TROUBLESHOOTING COMMON SYSTEM MESSAGES

CONNECTIVITY

Message 3269 Patient Connector Out of Range



Trigger — Temporary interruption of Bluetooth connection

Action — Ensure Patient Connector is turned on. Reposition to resume the connection within 30-40 seconds to continue current interrogation or press Cancel to restart device interrogation.

Consequences — Any data collected as part of the interrupted interrogation is lost when pressing Cancel

Error 3269 — Bluetooth Failure



Trigger — Interruption of Bluetooth connection, all retry attempts of re-establishing connection exhausted

Action — Ensure Patient Connector is turned on. Press Cancel and restart device interrogation.

Consequences — Any data collected as part of the interrupted interrogation is lost

Error 3269 — Reposition Screen



Trigger — Temporary interruption of telemetry connection

Action — Reposition patient connector over the patient's device within 2 minutes to resume the connection or press Cancel to restart device interrogation

Consequences — Any data collected as part of the interrupted interrogation is lost when pressing Cancel

TROUBLESHOOTING, *cont'd.*

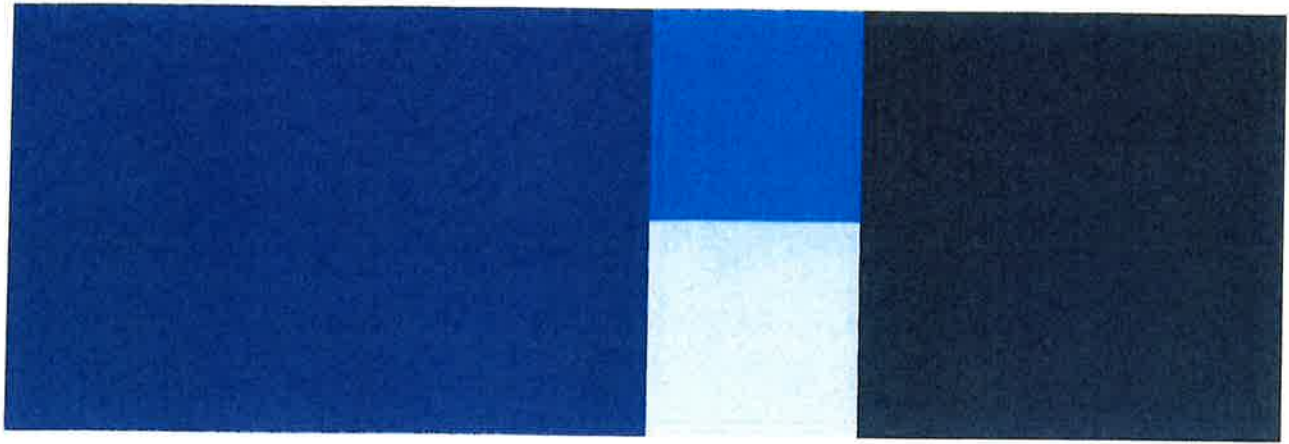
Errors 5704/5409 — Cellular/Wi-Fi Unavailable



Trigger — When the tablet does not have a functional network connection, prior to downloading data from the device

Action — Press Cancel to navigate to Home Screen (or Welcome Screen if in the Setup work flow)

Consequences — Unable to successfully complete the interrogation



Location ID #: _____

IT Help #: _____

Wi-Fi Network Name: _____

Additional Notes: _____

SUPPORTED DEVICES FOR CARELINK EXPRESS MOBILE*

ICDs

Visia AF™
Visia AF MRI™
Evera MRI™ S DR
SureScan™
Evera MRI™ S VR
SureScan™
Evera MRI™ XT DR
SureScan™
Evera MRI™ XT VR
SureScan™
Evera™ XT DR
Evera™ XT VR
Evera™ S DR
Evera™ S VR
Protecta™ XT DR
Protecta™ XT VR
Protecta™ DR
Protecta™ VR
Virtuoso™ II DR
Virtuoso™ II VR
Secura™ DR
Secura™ VR
Maximo™ II DR
Maximo™ II VR
Virtuoso™ DR
Virtuoso™ VR
Intrinsic™
Intrinsic™ 30
EnTrust™
Maximo™ DR
Maximo™ VR
Marquis™ DR
Marquis™ VR
GEM™ III DR
GEM™ III VR
GEM™ II DR
GEM™ II VR
GEM DR™
GEM™

CRT-Ds/CRT-Ps

Claria MRI™ CRT-D
Claria MRI™ CRT-D
Compia MRI™ Quad CRT-D
Compia MRI™ CRT-D
Amplia MRI™ CRT-D
Amplia MRI™ Quad CRT-D
Viva™ Quad S CRT-D
Viva™ Quad XT CRT-D
Viva™ XT CRT-D
Viva™ S CRT-D
Protecta™ CRT-D
Protecta™ XT CRT-D
Concerto™ II CRT-D
Consulta™ CRT-D
Maximo™ II CRT-D
Concerto™ CRT-D
InSync Sentry™ CRT-D
InSync Maximo™ CRT-D
InSync II Marquis™ CRT-D
InSync III Marquis™ CRT-D
InSync Marquis™ CRT-D
InSync™ ICD CRT-D

Percepta™ CRT-P
MRI SureScan™
Percepta™ Quad CRT-P
MRI SureScan™
Serena™ CRT-P
MRI SureScan™
Serena™ Quad CRT-P
MRI SureScan™
Solara™ CRT-P MRI
SureScan™
Solara™ Quad CRT-P
MRI SureScan
Viva™ CRT-P
Consulta™ CRT-P
Syncra™ CRT-P

Pacemakers

Azure™ S SR
MRI SureScan™
Azure™ XT SR
MRI SureScan™
Azure™ S DR
MRI SureScan™
Azure™ XT DR
MRI SureScan™
Micra™ TPS
MRI SureScan™
Advisa MRI™
Advisa™
Revo MRI™
EnRhythm™
Adapta™
Sensia™
Versa™
EnPulse™
Kappa™ 900
Kappa™ 800
Kappa™ 700
Kappa™ 600

ICMs

Reveal LINQ™
Reveal™ DX
Reveal™ XT

*Note: Not all devices supported by CareLink Express Mobile may be available in your geography

These products are not a substitute for appropriate medical attention in the event of an emergency. Data availability and alert notifications are subject to internet connectivity and access, and service availability. The CareLink Express™ app must be on and in range of the device. Alert notifications are not intended to be used as the sole basis for making decisions about patient medical care.

Brief Statement: CareLink Express™ Mobile System, including the CareLink Express Apps (Model 31301 and Model 31302) and Patient Connector

Indications (or Intended Use): The CareLink Express app is intended for interrogating Medtronic cardiac devices and uploading the data to the CareLink™ network. The CareLink Express app is installed on a compatible mobile device with internet access. The CareLink Express app communicates with the Medtronic Patient Connector and sends implanted cardiac device data to the Medtronic propriety CareLink network for clinical review. The CareLink Express app should be used by healthcare personnel only in a clinical or hospital environment. **Contraindications:** There are no known contraindications for the CareLink Express app or the Patient Connector. **Warnings and Precautions:** Only use the Patient Connector to communicate with the intended implanted device. **Use of wireless devices** — The Patient Connector incorporates radiofrequency (RF) communications components which may affect other devices and equipment in the medical environment. The use of wireless devices in the medical environment must be evaluated and authorized by the responsible organization. RF interference may affect device performance. Electromagnetic Compliance (EMC) testing shows that the Patient Connector provides reasonable protection against harmful interference and provides EMC immunity in a typical medical installation. The use of wireless devices in the medical environment must be evaluated and authorized by the responsible organization. However, there is no guarantee that interference will not occur in a particular installation. If the Patient Connector does cause harmful interference to other devices or is negatively impacted by other devices, correct the interference by one or more of the following measures: reorient or relocate the Patient Connector and other devices; increase the separation between the Patient Connector and other devices by at least 2 meters (approximately 6 feet); and/or turn off any interfering equipment. **Radiofrequency (RF) interference** — Portable and mobile RF communications equipment can interfere with the operation of the Patient Connector. There is no guarantee that it will not receive interference or that any particular transmission from this system will be free from interference. To avoid interference, do not use the Patient Connector and mobile device within 2 m (6 feet) of other wireless communications equipment. **Security** — Maintain adequate physical security of the Patient Connector to prevent unauthorized use that could lead to harm to patients. Bluetooth® communication in the Patient Connector is encrypted for security. Medtronic inductive telemetry uses short-range communication to protect patient information. If the Patient Connector should fail, there is no risk of patient harm. **Environmental precautions** — To ensure safe and effective operation, use the device with care to avoid damage to the Patient Connector from environmental factors that may impair its function. Care is exercised in design and manufacturing to minimize damage to devices under normal use. However, electronic devices are susceptible to many environmental stresses. Specifically, the Patient Connector may be affected by electrostatic discharge (ESD). In an environment likely to cause ESD, such as a carpeted floor, discharge any charge collected on your body before touching the device. **Potential Complications:** See the device manuals for detailed information regarding the instructions for use, intended use, contraindications, warnings, precautions, and potential complications/adverse events. For further information, please call Medtronic at 1-800-328-2518 and/or consult the Medtronic website at medtronic.com.

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Medtronic

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Worldwide: +1.763.514.4000

medtronic.com

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MEMORIAL HOSPITAL
SKILLED NURSING FACILITIES
HOME HEALTH AGENCY

San Benito Health Care District

**MEDICAL EXECUTIVE COMMITTEE
CREDENTIALS REPORT
SEPTEMBER 15, 2021**

NEW APPOINTMENTS

PRACTITIONER	DEPT/SERVICE	STATUS REQUEST	PROCTOR ASSIGNED
Gerry, Ryan MD	Surgery: General Surgery	Provisional	

REAPPOINTMENTS

PRACTITIONER	DEPT/SERVICE	STATUS	TERM
Al-Habib, Alla MD	Medicine: Teleneurology	Provisional to Consulting	2 yr
Grageda, M. Claudette MD	Medicine: Family Medicine	Affiliate	2 yr
Malik, Zainab MD	Medicine: Psychiatry	Provisional to Active	2 yr
Paudel, Sayuj MD	Medicine: Hospitalist, Clinic Fam Med	Provisional to Active	2 yr
Rever, Barbara MD	Medicine/Clinic: Nephrology	Consulting	2 yr
Venigalla, Sridevi MD	Perinatal: Pediatrics	Provisional to Affiliate	2 yr

ALLIED HEALTH – NEW APPOINTMENT

PRACTITIONER	FIELD	SERVICE

AHP – REAPPOINTMENTS

PRACTITIONER	DEPT/SERVICE	STATUS	TERM
Langford, Roger, PA-C	Clinic: Family Medicine	Current	2 yr
Reikowski, David Ph.D	Medicine: Psychology	Affiliate	2 yr

CHANGE OF STATUS/DEPARTMENT

PRACTITIONER	DEPT/SERVICE	CURRENT STATUS/DEPT	REQUESTED STATUS/DEPT
Bergersen, Eric PA-C	Emergency: Phys Assist	Current	Voluntary Resignation
Cline, Michael MD	Medicine: Teleneurology	Provisional	Resign-per Vituity
Kempis, Bernard NP	Clinic: Nurse Practitioner	Provisional	Voluntary Resignation



POLICY

To provide remote interrogation of Medtronic Pacemaker and transmit the data from the device to the CareLink Network. This information will then be relayed to the physician for further intervention.

SUPPORTIVE DATA:

Process for transmitting the remote interrogation of the Medtronic Pacemaker data transmission is as follows:

- Bring I-Pad and handheld telemetry wand (patient connector) to the bedside
- Power up I-Pad
- Enter password: "medtronic"
- Go to settings, Wifi, HHMH-INT (connect to wifi).
- Select CL Express Application in left hand corner to launch
- Press Medtronic remote button on the patient connector wand (big gray button on wand)
- I-Pad and patient connector wand will sync. If the sync is unsuccessful please recheck wifi connection, if wand will still not sync please contact Medtronic at 1-800-633-8766
- Select the accessory (Model 24967 RFA020587A)
- Follow prompts on interrogator screen
- The app will prompt you to place the patient connector wand over the Medtronic device
- The telemetry indicator light on the patient connector wand will turn green when a connection established
- Green bar on patient connector wand will move across the shaded area until the bar is green, you will hear a ringing tone when interrogation is complete
- Interrogation time may vary between 30 seconds and 3 minutes
- Once transmitted it should show a green check mark in the middle of the screen. If you don't see this please contact 1-800-633-8766 Medtronic help line for assistance.
- Once transmission is complete the screen will confirm that the transmission has been successfully received by the CareLink network.

Please refer to Medtronic Tip Card for reference

Approval	Signature	Name (printed)	Date
Department Director	<i>[Signature]</i>	Amy Greenlema	9/14/2021
Medical Director	<i>[Signature]</i>		9/14/2021
Applicable Sub-Committee			
Quality Director	<i>[Signature]</i>	Stephan Blaasveldt	9/14/2021
Patient Care Advisory Group			
Medical Executive Committee			
District Quality Practice Committee			

TIP CARD

CareLink Express™ Mobile System



**QUICK
ACCESS.**

**QUICK
RESPONSE.**

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An Apple® tablet.



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GETTING STARTED

Step 1: Ensure that tablet is connected to the facility's Wi-Fi network

You may need to obtain a password from the facility's IT department to access the Wi-Fi network in order to connect your Apple tablet.

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Launch the application by touching/tapping the **CareLink Express Mobile app**.



Step 3: Patient Connector

Power on the **Patient Connector**. When prompted by the application, press and release the **POWER ON** button.



GETTING STARTED, *cont'd.*

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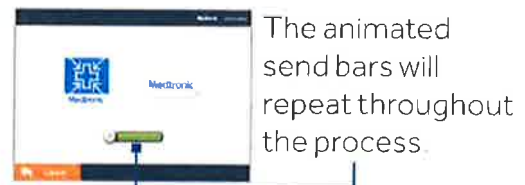
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A tone will sound and the app will prompt user to **put down Patient Connector** when the interrogation has finished.

Interrogation times vary between 30 seconds and 3 minutes.

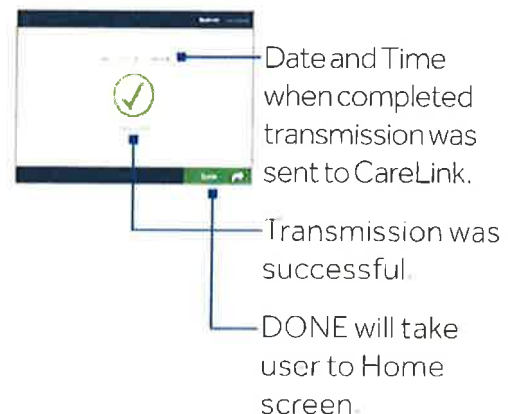
The app will now transmit the collected data from the device to the CareLink™ network.

The Transmission Complete screen confirms that the transmission has been successfully received by the CareLink network.



The animated send bars will repeat throughout the process.

The progress bar will continue to fill throughout the process.



Date and Time when completed transmission was sent to CareLink.

Transmission was successful.

DONE will take user to Home screen.

WHAT YOU NEED TO KNOW

CHARGING THE PATIENT CONNECTOR

The amber battery indicator light will indicate the need to charge the battery. Charging time takes approximately 1 hour.

Each full charge should last:

- Approximately 30 sessions (if each lasts about 5 minutes)
- Approximately 5 sessions (if each lasts about 20 minutes)



UPGRADING THE SOFTWARE

If new firmware is available, the system will download to the patient connector before use.



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TROUBLESHOOTING COMMON SYSTEM MESSAGES

CONNECTIVITY

Message 3269 Patient Connector Out of Range



Trigger — Temporary interruption of Bluetooth connection

Action — Ensure Patient Connector is turned on. Reposition to resume the connection within 30-40 seconds to continue current interrogation or press Cancel to restart device interrogation.

Consequences — Any data collected as part of the interrupted interrogation is lost when pressing Cancel

Error 3269 — Bluetooth Failure



Trigger — Interruption of Bluetooth connection, all retry attempts of re-establishing connection exhausted

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Consequences — Any data collected as part of the interrupted interrogation is lost

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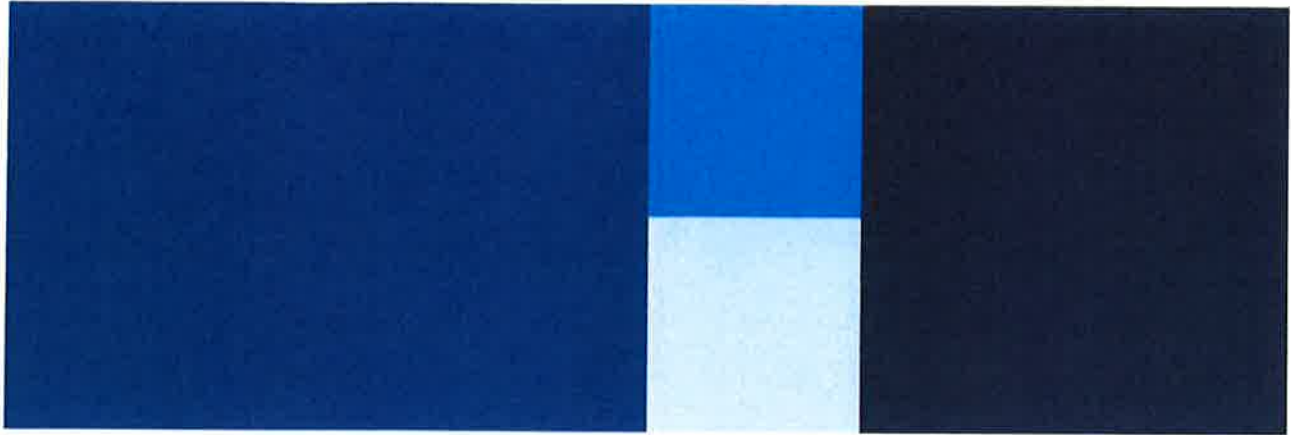
Errors 5704/5409 — Cellular/Wi-Fi Unavailable



Trigger — When the tablet does not have a functional network connection, prior to downloading data from the device

Action — Press Cancel to navigate to Home Screen (or Welcome Screen if in the Setup work flow)

Consequences — Unable to successfully complete the interrogation



Location ID #: _____

IT Help #: _____

Wi-Fi Network Name: _____

Additional Notes: _____

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 Evera MRI™ XT DR
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 Evera™ XT VR
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 Protecta™ XT DR
 Protecta™ XT VR
 Protecta™ DR
 Protecta™ VR
 Virtuoso™ II DR
 Virtuoso™ II VR
 Secura™ DR
 Secura™ VR
 Maximo™ II DR
 Maximo™ II VR
 Virtuoso™ DR
 Virtuoso™ VR
 Intrinsic™
 Intrinsic™ 30
 EnTrust™
 Maximo™ DR
 Maximo™ VR
 Marquis™ DR
 Marquis™ VR
 GEM™ III DR
 GEM™ III VR
 GEM™ II DR
 GEM™ II VR
 GEM DR™
 GEM™

CRT-Ds/CRT-Ps

Claria MRI™ CRT-D
 Claria MRI™ CRT-D
 Compia MRI™ Quad CRT-D
 Compia MRI™ CRT-D
 Amplia MRI™ CRT-D
 Amplia MRI™ Quad CRT-D
 Viva™ Quad S CRT-D
 Viva™ Quad XT CRT-D
 Viva™ XT CRT-D
 Viva™ S CRT-D
 Protecta™ CRT-D
 Protecta™ XT CRT-D
 Concerto™ II CRT-D
 Consulta™ CRT-D
 Maximo™ II CRT-D
 Concerto™ CRT-D
 InSync Sentry™ CRT-D
 InSync Maximo™ CRT-D
 InSync II Marquis™ CRT-D
 InSync III Marquis™ CRT-D
 InSync Marquis™ CRT-D
 InSync™ ICD CRT-D

Percepta™ CRT-P
 MRI SureScan™
 Percepta™ Quad CRT-P
 MRI SureScan™
 Serena™ CRT-P
 MRI SureScan™
 Serena™ Quad CRT-P
 MRI SureScan™
 Solara™ CRT-P MRI
 SureScan™
 Solara™ Quad CRT-P
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 MRI SureScan™
 Azure™ XT SR
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 Azure™ S DR
 MRI SureScan™
 Azure™ XT DR
 MRI SureScan™
 Micra™ TPS
 MRI SureScan™
 Advisa MRI™
 Advisa™
 Revo MRI™
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 Sensia™
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Reveal LINQ™
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[medtronic.com](https://www.medtronic.com)

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Hazel Hawkins MEMORIAL HOSPITAL

SAN BENITO HEALTH CARE DISTRICT

CEO's Administrative Report

September 23rd, 2021

To: SBHCD Board

COVID-19 Pandemic Surge

I will provide a verbal update on the infection rate, hospitalizations, and the vaccine initiative at the Board meeting ([COVID – 19 online data](#)).

A verbal update will be provided with the latest guidance from CDPH on both healthcare personnel testing and vaccine mandate topics.

Administrative General Updates

The Joint Commission Accreditation Survey:

Late-Breaking Announcement – Monday, September 20th. After writing this report, I am pleased to announce that HHMH had a successful resurvey that occurred this past Friday, and today, we received the 3-year TJC accreditation award letter! An internal and external press release is being drafted to share the good news.

As reported last month, the hospital received notification that the 60-day evidence of compliance response to the findings of the early June TJC survey was accepted. We anticipate receiving the full accreditation letter from TJC after the follow-up Medicare survey occurs which is expected at any time over the next few months.

As a reminder, The Joint Commission is a voluntary accreditation program that HHMH has historically participated in and has been accredited for several years. What had changed was that HHMH became licensed as a Critical Access Hospital (CAH) in March of 2020 and that licensure change triggered what is referred to as an “initial” survey. The survey findings are used as an excellent improvement tool to help leadership focus on improving processes, systems, and documentation throughout the organization. The ultimate goal of accreditation is to provide a safe and best practice-based care delivery model for the patients who chose to receive healthcare services at HHMH.

In addition, the Clinical Laboratory also has had its' TJC survey and the written evidence of compliance for the findings of that survey are being finalized for submission. We are still



Hazel Hawkins

MEMORIAL HOSPITAL

expecting the Title 22 survey at any time. Historically, the SNFs have always had great surveys.

The HHMH Stroke Certification Survey through TJC occurred over September 15 – 16. The survey was a success and the surveyor stated that the program is well led and implemented. While there were a few findings to which the team will be responding too, the surveyor stated that there was nothing that he saw that would hamper another full certification period for HHMH's stroke program.

Organizational Leadership:

Barbara Vogelsang started as the Interim CCO for HHMH on September 7th. She has been well received and is actively leading the clinical and assigned areas of responsibility. Now that the Interim CCO position has been filled, we are focusing on finalizing a slate of candidates to begin the interview process for the long-term CCO position. It will be important to find a candidate with a strong background in similar executive positions, appropriate education, and a passion for improving healthcare services for HHMH. I am specifically looking for a team member who is willing to make a long term commitment to HHMH and is passionate about leadership, strategic planning, operations of clinical and non-clinical areas, and who will be an effective mentor, coach, and be a strong advocate for improving our healthcare services and culture.

In addition, I have been discussing with the Admin Team the importance of strategically planning for the leadership needs of the hospital's ambulatory service lines as the provider recruitment and other growth plans are implemented. With the planned recruitment of 30+ providers over the next few years, the potential for additional medical office building (MOB) space to be put into service, expanding outpatient diagnostic and screening services, and other growth plans, HHMH will need a structure that provides additional leadership for those initiatives. I am assessing the Interim COO VP of HR role as a potential for providing this additional guidance as we plan for recruiting the long-term COO to the organization next year. If this structure is finalized, we will reinstate the recruitment of a VP HR so that the Interim COO can focus time and energy on the ambulatory services.

SBHCD Strategic Plan:

The administrative team is reviewing a financial modeling scope of work proposal submitted by Adams Management Services, the same firm that completed our initial master planning scope of work. This will take the place of providing this function with our in-house finance team due to the complexity of the modeling and bandwidth of the in-house team. I plan to move this proposal forward and will update the Board as progress is made.

In addition, we are scheduling an onsite full master plan presentation to the Board to occur in November. The previous plan to have it occur in early October has been delayed due to an



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MEMORIAL HOSPITAL

unforeseen change in the planner's schedule which should be resolved by mid-November

Corporate Compliance Plan and Quality/Risk Management Best Practice:

While there is no update at this time, I am reiterating the importance of the overall compliance plan and the need to now begin a robust compliance auditing process.

I am initiating, with this Board meeting, a compliance update during a brief closed session and it is anticipated that this will become a standing agenda item. There will also be a Quality/Risk Management update during the closed session. This is an industry best practice to ensure that Governing Boards are well informed of any significant compliance, quality of care, or risk management issues and is being implemented at the advice of District legal counsel.

Legal Counsel District activities:

Gary Ray, District general counsel, and Anne Olson, District labor counsel have both assisted in various contracting and policy development efforts during the past month.

Medical Staff updates

Provider Agreements:

The 4th general surgeon candidate that I mentioned last month has accepted the proposal to join HHMH's general surgery practice and his start date is being planned for January 2022. The PSA and RA for this provider are being processed at this month's Board meeting.

Legislative, Community, and Regional Activities

Legislative Collaboration Efforts:

None to report.

CEO HHMH/Community Activities:

Hospital Rounding – At least twice weekly
San Benito Business Council – September 2nd
HHH Foundation – September 9th

CEO Regional/National Activities:

CHOMP Campus Visit – September 29th



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Hospital Council CEO Section Meeting – September 16th
DHLF Board Meeting – September 17th

Sincerely,

Steven Hannah

Steven M. Hannah, MHA
Chief Executive Officer

Acronyms

ACHD	Association of California Hospital Districts
ACO	Accountable Care Organization
APP	Advanced Practice Practitioner (FNP and PA)
AFE	*Acronym Free Environment
ASC	Ambulatory Surgery Center
BBK	Best, Best and Krieger Law Firm
CAH	Critical Access Hospital
CAAHN	California Critical Access Hospital Network (CHA)
CDC	Center for Disease Control
CDPH	California Department of Public Health
CEO	Chief Executive Officer
CFO	Chief Finance Officer
CHA	California Hospital Association
CHNA	Community Health Needs Assessment (Not applicable to Districts)
CIN	Clinically Integrated Network
CMI	Case Mix Index (CMS acuity measure)
CMMI	Centers for Medicare and Medicaid Innovation CMO Chief Medical Officer
CMS	Centers for Medicare and Medicaid (HCFA from the old days)
CNE	Chief Nurse Executive
COO VP HR	Chief Operating Officer, Vice President of Human Resources
COS	Chief of Staff (Medical)
COVID – 19	Coronavirus SARS-CoV-2
CY	Calendar Year
DHLF	District Hospital Leadership Forum
DPM	Doctor of Podiatry Medicine
ED	Emergency Department
FMV	Fair Market Value
FNP	Family Nurse Practitioner
FQHC	Federally Qualified Health Center
FY	Fiscal Year
HCA	Hospital Corporation of America
HCP	Healthcare personnel
HHMH	Hazel Hawkins Memorial Hospital
HIPPA	Health Information Privacy and Portability Act
HIT	Health Information Technology
HOPD	Hospital Outpatient Department



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HPF	Hospital Provider Fee Program
HR	Human Resources
ICU	Intensive Care Unit
IPA	Independent Physician Association
LLP	Limited Liability Partnership
LOI	Letter of Intent
MACRA	CMS-Medicare Access & CHIP Reauthorization Act of 2015 MAP
MAP	Management Action Plan
MD	Medical Doctor
MGMA	Medical Group Management Association
MS & Med Surg	Medical Surgical Unit
MIPs	CMS-Merit Based Incentive Payment System
MOR	Management Operating Review
MOU	Memorandum of Understanding
OR	Operating Room
OSHPD	Office of Statewide Health Planning and Development
P&L	Profit and Loss
PA	Physician Assistant
PC	Professional Corporation
PCP	Primary Care Provider
PHO	Physician Hospital Organization
PPS	Prospective Payment System
PR	Public Relations
PSA	Professional Services Agreement
RA	Recruitment Agreement
RFI	Request for Information
RFP	Request for Proposal
RHC	Rural Health Clinic
SNF	Skilled Nursing Facility
SPC	Structural Performance Category
TBD	To Be Determined
TJC	The Joint Commission (formerly JACHO)
TPA	Third Party Administrator
USACS	US Acute Care Solutions
VEP	Pinehurst Hospitalist Medical Group d/b/a VEP Healthcare
VP	Vice President

QUALITY INCENTIVE POOL PROGRAM 2021 – 2022

Department of Health Care Services

470.

Performance Year 4 Metric Set

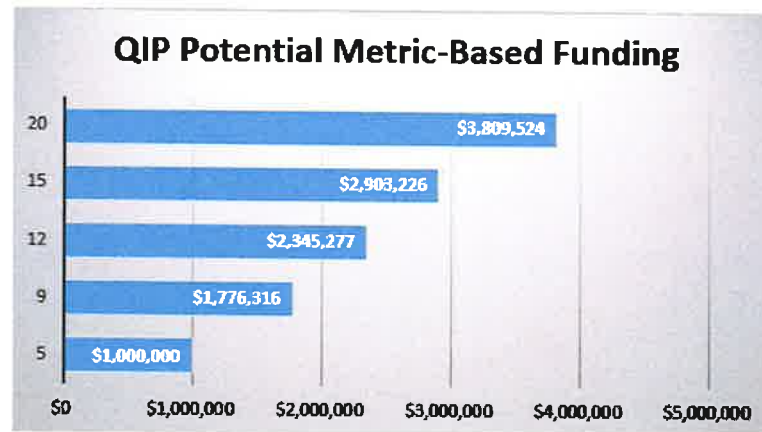
12 Categories, 51 Quality Metrics

QIP Category	# of Metrics	QIP Category	# of Metrics
PC Access & Preventive Care	16	Care Coordination	3
Behavioral Health Care	4	Experience of Care	1
Cardiovascular	5	Improving Health Equity	2
Diabetes	3	Maternal & Perinatal Health	5
HIV	1	Patient Safety	5
Respiratory	2	Overuse/Appropriateness	4

47.

QIP Funding Model

- Incentive per improved Metric = \$190,476
- 51 Metrics. Max incentive for 20 metrics = \$3,809,524
- Incentive by # of improved metrics
- 2021/2022 Attestation: Improvement for 9 Quality Metrics



Funding Model Calculation as of 8/20/2021

48.

2021-2022 QIP Metrics Pool

Goal = 10% Gap Closure OR 75th Percentile Performance for 9 Quality Metrics

Metric #	DHCS QUALITY INCENTIVE POOL (QIP) PROGRAM	2020 Baseline Performance	High Performance Benchmark	Gap to High Performance Benchmark	Goal	July	Gap to target	Department
1	Child and Adolescent Well Care Visits (Anthem WCV)	31.12%	TBD	TBD	TBD	18.46%	599	Pediatrics
2	Breast Cancer Screening (BCS) ^{*,2}	41.75%	69.20%	27.45%	44.50%	29.45%	40	FM/IM
3	Cervical Cancer Screening (CCS) ¹	54.27%	72.70%	18.43%	56.11%	48.34%	223	OB/GYN, FM/IM
4	Childhood Immunization Status (CIS 10) ¹	28.79%	52.10%	23.31%	31.12%	29.75%	15	Pediatrics
5	Chlamydia Screening in Women (CHL) ¹	41.67%	71.40%	29.73%	44.64%	33.33%	27	FM/IM
6	Immunizations for Adolescents ¹	28.72%	85.20%	56.48%	34.37%	19.32%	19	Pediatrics
7	Weight Assessment & Counseling for Nutrition and Physical Activity for Children & Adolescents ¹							
	• BMI	62.98%	90.80%	27.82%	65.76%	44.64%	147	Pediatrics
	• Counseling for Nutrition	37.27%	85.20%	47.93%	42.06%	8.12%	184	
	• Counseling for Physical Activity	28.70%	81.00%	52.30%	33.93%	7.63%	145	
8	Controlling High Blood Pressure (CBP) ¹	54.90%	72.80%	17.90%	56.69%	43.36%	54	FM/IM
9	Comprehensive Diabetes Care: HbA1c Poor Control (>9.0%) (CDC-H9) ^{*,2}	43.42%	28.00%	15.42%	41.88%	50.26%	45	FM/IM
10	Prenatal and Postpartum Care: Timeliness of Prenatal Care (PPC-PRE)	84.09%	95.90%	11.81%	85.27%	84.48%	1	OB/GYN
11	Prenatal and Postpartum Care: Postpartum Care (PPC-PST)	84.09%	84.20%	0.11%	84.20%	75.86%	5	OB/GYN
12	NTSV C-Section (CMQCC)	18.20%	22.00%	0.00%	< 22%	30.00%	TBD	OB/GYN
13	Exclusive Breast Milk Feeding (CMQCC)	65.98%	75.86%	9.88%	66.97%	58.66%	TBD	OB/GYN
14	C.Diff (NHSN)	1.889	0.31	1.58	1.7311	TBD	TBD	IP
15	SSI (NHSN)	TBD	0.55	TBD	TBD	TBD	TBD	IP
16	AMR	78.79%	73.40%	-5.39%	73.40%	73.68%	0	FM/IM/Peds
17	Colorectal Cancer Screening	TBD	64.09%	TBD	TBD	TBD	TBD	FM/IM

* inverted measure: low score is better

Low Denom



HA.

Over-Performance – Earn back unearned funds

Final payment =
– Base Payment Quality Score
+
– Over-performance

Over 15% improvement Y-O-Y on a selected metric = bonus points which can be applied towards a metric of the same category which was missed.

Example: 8/10 = Quality Score = 80%
+ 1.0 for Over-performance = 9/10 = 90%

What do we need to be successful?

In 2021-22 AND to grow the Program in 2023

Patient Outreach



1 Key Driver
Patient-engagement to
schedule routine
screenings

Billing Process



Claims submitted to
Anthem (CPT II and
Diagnosis codes)

IT/Analytics



Quality metrics: Data
mapping in
eClinicalWorks
Abstraction tool

Teamwork

Operations

Business
Office



IT

Clinician
Champions

Weekly meetings
Allocated resources to
Population Health and Value
Based Quality Reporting

Thank you!

52.

To: San Benito Health Care District Board of Directors
From: Jordan Wright-Interim COO/VP HR
Date: September 2021
Re: Compliance, EVS, Dietary Services, HR, PT, & Radiology

September Updates:

- Compliance Plan:
 - Since program creation there have been 6 reported events that have been reviewed and closed:
 - Two anonymous submissions through Lighthouse
 - One submission by email
 - Three direct reports
- EVS:
 - Clinic EVS staff doing shifts together for safety and backup
- Dietary services:
 - Reinstitution of meal per shift program 9/13/2021 to support staff during COVID surge
- HR:
 - Completion of exempt evaluations
 - Implementation of vaccine policy, testing, and tracking of declinations
 - Consideration of new Third Party Administrator (TPA) for benefits
 - Workers compensation savings 12 months (reported January of each year):
 - 2018 \$1.424 million
 - 2019 \$347,879
 - 2020 \$286,741
 - 2021 \$227,459
- PT:
 - Shared coding staff being considered between outpatient and SNF
- Radiology:
 - Clerks have completed bid for set schedules



Hazel Hawkins

MEMORIAL HOSPITAL

To: San Benito Health Care District Board of Directors
From: Barbara A. Vogelsang, RN Chief Clinical Officer
Date: September 2021
Re: Patient Care Services

- The Joint Commission Stroke Survey occurred and the Stroke Program continues to be accredited.
- The Joint Commission follow-up survey from the accreditation survey in June occurred. The surveyor was onsite and surveyed the hospital on the 16 Condition Level Findings. Accreditation was granted. Surveyor was very complimentary of the work completed since the initial survey.
- The Daily Safety Huddle has been enhanced to include information from the Nursing Director team to promote throughput and ensure adequate staffing.



Hazel Hawkins
MEMORIAL HOSPITAL

To: San Benito Health Care District Board of Directors
 From: Amy Breen-Lema, Director, Provider Services & Clinic Operations
 Date: September 10, 2021
 Re: All Clinics – August 2021

2021 Rural Health and Specialty Clinics' visit volumes

Total clinic visits for Aug 2021 in all outpatient clinics = 7,429.

	July 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021
Sunset/Annex	810	951				
San Juan Bautista	209	314				
1st Street	974	873				
4th Street	1392	1499				
Barragan	715	907				
Totals	4100	4544				
Specialty Clinics						
Orthopedic Specialty	530	556				
Multi-Specialty	640	747				
Primary Care Associates	1334	1582				
Totals	2504	2885				

- Clinic volumes were up by almost 1,800 visits compared to this same time last year (*August 2020*).
- The clinics welcomed a new full-time, bilingual primary care physician assistant Taylor Gann, PA-C. She completed her clinical rotations within our clinic system and is very excited to begin offering primary care services in our community.
- COVID vaccination efforts continue in the Annex. Vaccine boosters for the general public are expected to be advised by the CDC in the fall.
- We will welcome full-time general surgeon Dr. Ryan Gerry in November 2021.



Hazel Hawkins MEMORIAL HOSPITAL

WILLIAM & INEZ MABIE SKILLED NURSING FACILITY

SEPTEMBER 2021

BOARD REPORT

SEPTEMBER 14, 2021

To:
San Benito Health Care District
Board of Directors

From:
Sherry Hua, RN, MSN, DON for William & Inez Mabie SNF

I. Management Activities:

1. No residents COVID outbreaks.
2. SNF management work diligently with SNF Medical Director and staff to track and monitor staff sickness for infection control and prevention.

II. In-services for the month of September:

1. 9/1 Project First Line CDPH Back to Basics: Standard Precautions
Mandatory All Staff
2. 9/8 Disaster Preparedness & Emergency Response; Covid-19 Mitigation Plan, Staff
Vaccination, Infection Control, Delta Variant, Survey Prep
Mandatory All Staff
3. 9/22 Interpersonal Relationship & Communication Skills; Review Covid-19 Mitigation
Plan, Infection Control, Survey Prep
Mandatory All Staff

III. Census Statistics for August:

Statistics:	2021	2020
Total Number of Admissions:	4	4
Number of Transfers from HHH:	4	4
Number of Transfers to HHH:	1	0
Number of Deaths:	0	0
Number of Discharges:	7	3
Total Discharges:	7	3
Total Census Days:	1353	1124

Note: Transfers are included in the number of admissions and discharges.
Deaths are included in the number of discharges. Total census excludes bed hold days.

Total Discharged by Payer Status Category:	
Medicare:	6
Medicare MC:	1
Medical:	0
Medical MC:	0
Private (self pay):	0
Insurance:	0
Total:	7

Total Patient Days by Payer Status Category:	
Medicare:	58
Medicare MC:	24
Medi-Cal:	1178
Medi-Cal MC:	0
Private:	93
Insurance:	0
Bed Hold/LOA	3
TOTAL:	1353
Average Daily Census	43.65

IV. Palliative Care Referral Statistics for August:

Referral Sources:	
New Referrals	9
Acute Hospital	7
Mabie Southside	1
Mabie Northside	1

Patients Served	34
Patients Discharged	3
Patients Deceased	1
Grief Support	14
Total Patient Visits	162

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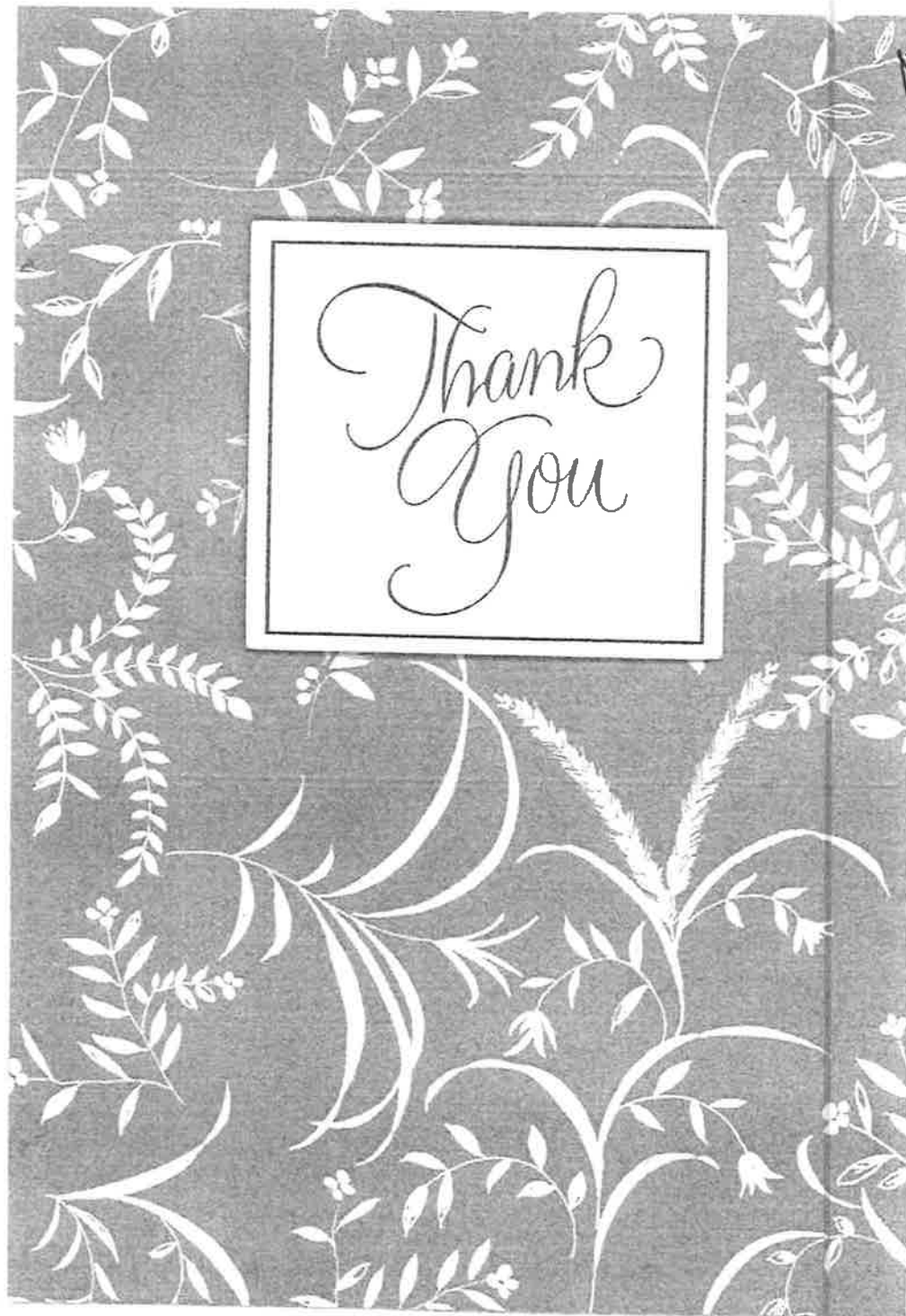


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Aldaco Teresa

~~Trinidad Lopez~~ Angel

Rosa Maria Martínez

Ernie Fontanilla

Carmen Viera

Vera Hernandez
Eru Per

Jennie Valle

Dolores Bonella

Isabel Gomez

Sofia de Cuevas

~~Dolores Alvarez~~
Luz

Beatriz Acosta

Ken Ferris

David Sanders

Saida Lansberger

Maria Gonzalez
Judith
Joyce Meledo

To: Sherry

Just wanted to let you know
how much I appreciate
everything you've done.

It really meant a lot.

Nadine Brand

Nancy Kay

Cornie Espinoza

Lerna Rojas

Rosalia Dominguez

Dorothy Lomas

10



Hazel Hawkins
MEMORIAL HOSPITAL

MABIE NORTHSIDE SKILLED NURSING FACILITY

Sept 2021

BOARD REPORT

Sept 3, 2021

To:

**San Benito Health Care District
Board of Directors**

From:

Sherry Hua, RN, MSN, DON for Mabie Northside SNF

1. Management Activities

1. No residents COVID outbreaks.
2. SNF management work diligently with SNF Medical Director and staff to track and monitor staff sickness for infection control and prevention.

2. In-services for the month of August 2021

1. Dementia, Weight Loss Management & Prevention, COVID 19 Control & Prevention, Mitigation Plan & Survey Prep.
2. Preservation of Patient Dignity & Privacy, COVID 19 Infection Control & Prevention, Mitigation Plan & Survey Prep.
3. Choking Prevention & Intervention, COVID 19 Infection Control & Prevention, Mitigation Plan & Survey Prep.



MEMORIAL HOSPITAL
CONVALESCENT HOSPITAL
HOME HEALTH AGENCY

San Benito Health Care District

**Mable Northside Skilled Nursing Facility
Monthly Reports**

Admissions and Discharges

AUG 2021

Total Number of Admissions	4
Number of Transfers from HHH	4
Number of Transfers to HHH	1
Number of Deaths	0
Number of Discharges	4
Total Census Days (excludes Bed Holds)	1,214
Total Discharges	4

Note: Transfers are included in the number of admissions and discharges.
Deaths are included in the number of Total Discharges.

**TOTAL PATIENT DAYS BY PAY
STATUS CATEGORY:**

**TOTAL DISCHARGES BY
PAY STATUS CATEGORY:**

MEDICARE	3
MEDICARE MC	0
MEDI-CAL	1
MEDI-CAL MC	0
PRIVATE (SELF PAY)	0
INSURANCE	0
TOTAL	4

MEDICARE	154
MEDICARE MC	0
MEDI-CAL	1,029
MEDI-CAL MC	0
PRIVATE (SELF PAY)	31
INSURANCE	0
BEDHOLD /LOA	0
WORKERS COMP	0
TOTAL	1,214

# days	Tot. Census	Average
31	1214	39.16

62.



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START OF CARE/VISIT STATISTICS
SAN BENITO HOME HEALTH
AUGUST 1ST THRU AUGUST 30TH 2021

TOTAL NUMBER OF ADMISSIONS _____ 17
*TOTAL NUMBER OF VISITS _____ 450

PAYOR REFERRAL SOURCES

MEDICARE _____ 70 %
PVT _____ 12 %
MEDICARE MANAGED _____ 18 %
MEDICAL _____ 0 %
WORKER COMP _____ 0 %

REFERRAL SOURCES

HAZEL HAWKINS HOSPITAL _____ 24 %
OTHER HOSPITALS _____ 12 %
SOUTHSIDE SNF _____ 12 %
NORTHSIDE SNF _____ 12 %
MD REFERRALS _____ 35 %
OTHER SNF _____ 5 %
INSURANCE _____ 0 %

*PAYOR SOURCE OF VISITS MADE

MEDICARE _____ 92 %
MEDI-CAL _____ 1 %
PRIVATE _____ 7 %
MANAGED MEDICARE _____ 0 %
WORKER COMP _____ 0 %

Board Report

San Benito Home Health Care - August 2021

To: San Benito Health Care District Board of Directors

From: Anita Frederick RN
Director - San Benito Home Health Care

HOME HEALTH STATS					
		May-21	Jun-21	Jul-21	Aug-21
Total Admissions		41	17	54	17
Total Home Visits		488	382	416	450
Census /Total Patients		70	56	82	66

REFERRAL SOURCES					
Hazel Hawkins		54%	23%	41%	24%
Other Hospitals		12%	18%	17%	12%
Southside SNF		7%	6%	7%	12%
Northside SNF		7%	12%	7%	12%
Other SNF		0%	12%	4%	5%
MD / Clinics		16%	29%	24%	35%



Hazel Hawkins
MEMORIAL HOSPITAL

To: San Benito Health Care District Board of Directors
From: Bernadette Enderez, Director of Laboratory Services
Date: September
Re: Laboratory

=====

August Updates:

1. Service/Outreach
 - Discussion to add another Registration Clerk for Mc Cray Lab during the first few hours.
 - Started discussion with regards to performing covid testing on unvaccinated San Benito County Employees.

2. Covid Testing
 - Period: August
 - Total Samples tested: 3120
 - Positivity Rate: 4.6%

3. New Tests/Analyzers
 - Validation, Training and competency was completed on the new coagulation analyzer.

4. Quality Assurance/Performance Improvement Activities
 - Successfully completed the Joint Commission Laboratory Accreditation Survey that covered the clinical laboratory, point of care testing in the acute hospital, five clinics, and two skilled nursing facility.
 - Findings were minimal- no high risk to patient and widespread citations. Findings will be presented in a separate report with Quality Committee.

5. Laboratory Statistics
 - See attached report

05.

MAIN LABORATORY													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2019	845	748	873	849	857	754	871	846	898	975	836	802	10154
2020	1019	840	799	602	801	875	1138	925	903	1080	942	1059	10983
2021	891	739	1020	939	955	1058	1080	1272					7954

HHH EMPLOYEE HEALTH WEEKLY COVID TEST (INCLUDING SNF, NEW SNF LOCATION ONLY)													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2019													0
2020							89	478	725	560	565	2599	5016
2021	1888	1566	1443	1110	1031	1122	1045	1656					10861

MC CRAY LAB													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2019	1106	997	1141	1107	1126	985	1070	1104	1074	1105	1012	922	12749
2020	1074	1019	941	921	1143	1125	1111	1028	1061	1260	999	1073	12755
2021	1263	1274	1394	1125	1119	1193	1165	1248					9781

SUNNYSLOPE LAB													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2019	644	615	625	637	683	638	647	700	624	653	564	490	7520
2020	671	652	424	2	135	472	437	426	463	498	377	470	5027
2021	699	601	624	590	479	636	553	613					4795

ER AND ASC													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2019	970	854	1152	979	867	877	847	863	880	947	991	1045	11272
2020	1199	1034	943	931	909	1163	1909	1490	1145	1114	1186	1186	14209
2021	1628	1162	1126	1077	1083	1089	1174	1415					9754

TOTAL OUTPATIENT													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2019	3565	3214	3791	3572	3533	3254	3435	3513	3476	3680	3403	3259	41695
2020	3963	3545	3107	2456	2988	3635	4684	4347	4297	4512	4069	6387	47990
2021	6369	5342	5607	4841	4667	5098	5017	6204					43145

TOTAL INPATIENT (ICU, MEDSURG, OB, SNF)													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2019	609	529	536	555	564	545	585	562	546	480	481	447	6439
2020	443	409	412	353	473	508	814	700	494	442	653	1146	6847
2021	1116	1053	603	654	705	751	761	803					



LABORATORY DEPARTMENT
REQUISITION STATISTICS

Bernadette Enderez
Director of Laboratory Services

Michael McGinnis, M.D.
Medical Director

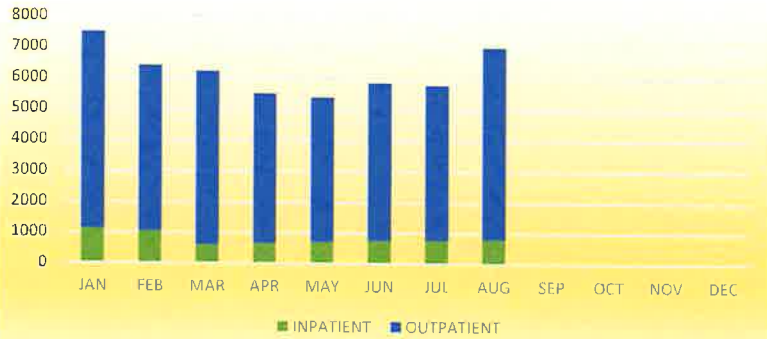
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INPATIENT VS OUTPATIENT LABORATORY STATISTICS

YR 2021														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	
INPATIENT	1116	1053	603	654	705	751	761	803					6446	INPATIENT
OUTPATIENT	6369	5342	5607	4841	4667	5098	5017	6204					43145	OUTPATIENT

YR 2020														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	
INPATIENT	443	409	412	353	473	508	814	700	494	442	653	1146	6847	INPATIENT
OUTPATIENT	3963	3545	3107	2456	2988	3635	4684	4347	4297	4512	4069	6387	47990	OUTPATIENT

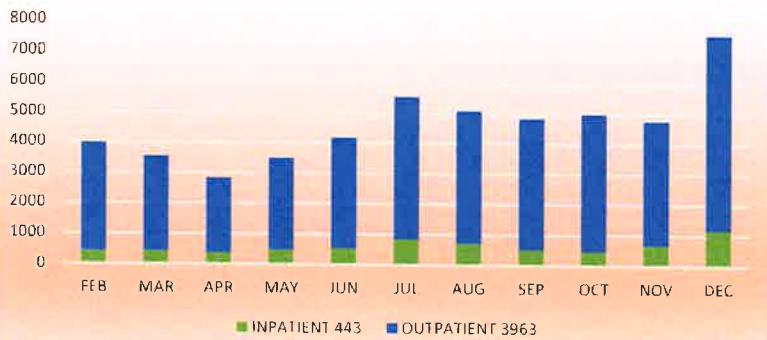
YR 2021 INPATIENT VS OUTPATIENT STATS



YR 2021 INPATIENT VS OUTPATIENT TOTALS



YR 2020 INPATIENT VS OUTPATIENT STATS



YR 2020 INPATIENT VS OUTPATIENT TOTALS



67.

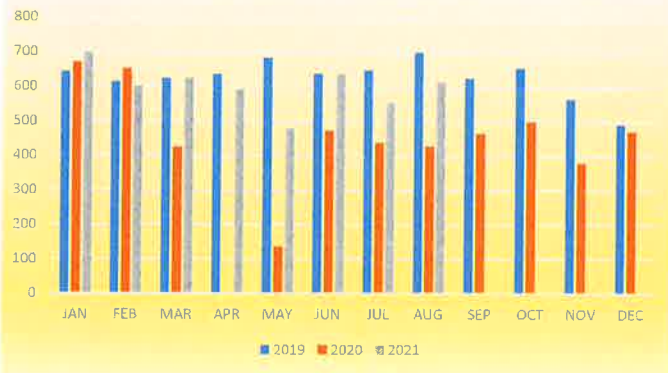
MAIN LAB OUTPATIENT STATISTICS



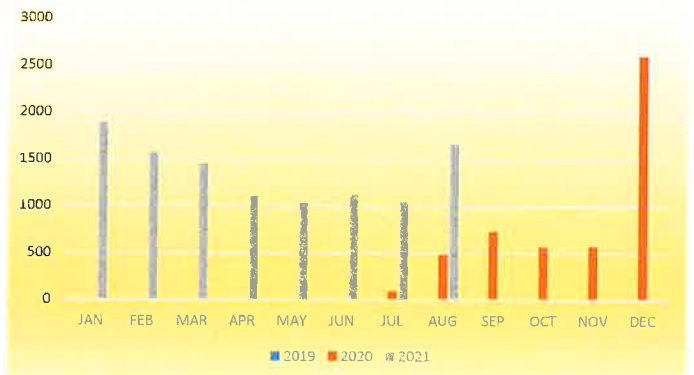
MC CRAY OUTPATIENT STATISTICS



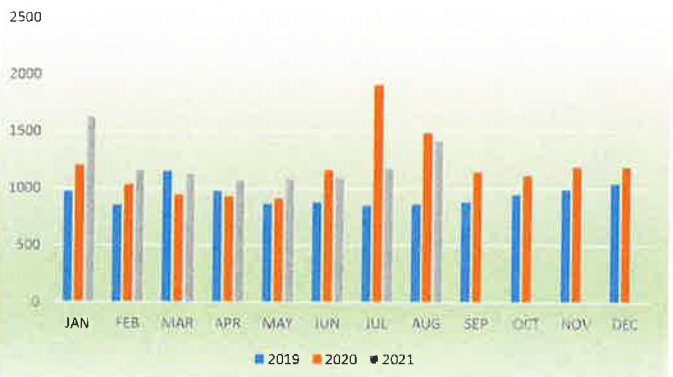
SUNNYSLOPE LAB STATISTICS



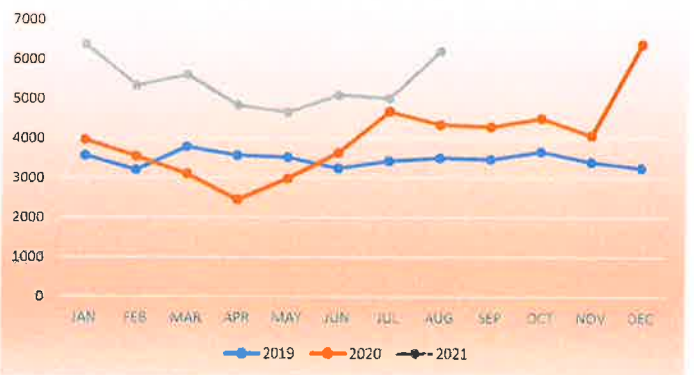
HHH EMPLOYEE COVID19 SURVEILLANCE STATISTICS



ER AND ASC LAB STATISTICS



OUTPATIENT LAB STATISTICS



LABORATORY DEPARTMENT

OUTPATIENT STATISTICS

Bernadette Enderez
Director of Laboratory Services

Michael McGinnis, M.D.
Medical Director

68.

TO: San Benito Health Care District Board of Directors
FROM: Frankie Gallagher, Director of Marketing
DATE: September 18, 2021
RE: **MARKETING REPORT FOR SEPTEMBER 2021**

- Our Orthopedic Specialty Center is being featured in commercials for “*High School Playbook Blitz*” with KSBW
- Working on coordination of our participation in the San Benito County Fair. Creating new displays and coordination schedule of volunteers. Also created new banners and stand up banners for booth.
- Updating collateral materials (brochures, flyers, etc.) for Fair booth.
- Working with Public Health, SBC Community Foundation and Amy Breen-Lima on promotion of vaccine awareness.
- Coordinating recognition of employees and medical staff for Quilts of Honor at SBC Fair.
- Promoting discounted mammography services in conjunction with the upcoming Breast Cancer Awareness month in October.
- Created three ads for the Free Lance newspaper “Best Of” awards for the hospital, thrift shop and Focus Sports Therapy
- Assisted Tanya Young with coordination of EVS Appreciation Week activities.
- Coordinating a “Name the Conference Room” contest for the Women’s Center conference room.
- Composed press releases for:
 - Home Health Joint Commission Accreditation
 - Announcement of new CCO Barbara Ann Vogelsang
 - Receipt of Vaccine Awareness grant for Rural Health Clinics
- Working with Valley VIP’s on our social media campaigns with Facebook, Instagram and YouTube. Below is the calendar of posts.
 - EVS Week
 - HPV Vaccine – Dr. Armstrong Video
 - Youth Suicide Prevention
 - Importance of hydration during high heat days
 - Surgery Tech Week
 - BBQ Food Safety
 - Remembering 9/11
 - Clean Hands Week

69.



Hazel Hawkins Hospital Auxiliary

9/13/21

To Hospital Board:

Our current membership status is:

- 79 Active Volunteers
- 96 Associate Members

Because the Support Services Building wasn't accessible for the Auxiliary's September 13 meeting, the Board met at former President Patty Rice's home. Those that couldn't attend in person attended via Zoom. A name change was proposed for Hazel's Thrift Shop. The Auxiliary is looking into the possibility of changing the name to Hazel's Treasures.

Madelyn's Gift Shop hours will be in flux for a time because of the shop being understaffed. They are hoping to be back to their full schedule soon.

Volunteer Dorissa Adams has taken on the position of Volunteer Coordinator in the Women's Center lobby. She is excited to take on this new position and we are grateful to have her as an Auxiliary leader.

Save The Dates:

- October 11 ~ BOD Meeting

As always, please feel free to contact me anytime. I am in my office on Mondays, Tuesdays & Thursdays, 9-4. You can also reach me at: aoliveira@hazelhawkins.com.

Best Regards,

Alice Oliveira

Alice Silva Oliveira
Coordinator of Volunteer Services
(831)636-2681
aoliveira@hazelhawkins.com



TO: San Benito Health Care District Board of Directors
 FROM: Liz Sparling, Foundation Director
 DATE: September 2021
 RE: Foundation Report

The Hazel Hawkins Hospital Foundation Board of Trustees met on Thursday, September 9th for their monthly meeting via zoom.

Financial Report	August
1. Income	\$ 41,941.35
2. Expenses	\$ 35,449.00
3. New Donors	1
4. Total Donations	170

Approved Allocations

1. \$60,000 to HHMH for Palliative Care Program from funds received from the Hospice Giving Foundation dedicated to HHMH Palliative Care.

Directors Report

- We received the Hospice Giving Foundation check in the amount of \$60,000 and added it to the agenda to be an allocation for September.
- Working on a grant opportunity from the Sunlight Giving Foundation.
- We had Board Members attend a Master Plan Presentation. The data presented was very interesting.
- Got all our Community Auction Items in. Thank you to those of you who donated. The Auction was August 27-30th and we made a total \$7,875.00.
- It is that time of year for our Foundation Audit. I have begun to compile everything needed and will get it submitted.

Dinner Dance Report

Our Fundraiser this year will be November 6, 2021. The honorees at this year's fundraiser are: Donors of the Year - Jon and Jeanette Whorley, Business Donors of the Year - VEP Healthcare (which is now US Acute Care Solutions) and our Heart for Hazel Award will go to Sylvia Marquez. Our Committee is very thankful we decided to have a drive through Gourmet Pick-Up Dinner event again this year with the ongoing pandemic concerns. Sponsor letters were mailed and we already have \$43,943 in sponsorships for the event. We are very pleased with the community support we have received thus far. I have included the letter, sponsor information and menu in my report for reference.

Hazel Hawkins Hospital
FOUNDATION

Caring for Our Community

Jennifer Laine
PRESIDENT

Luciano Medeiros
VICE PRESIDENT

Lynda Robinson
TREASURER

Jill Pagan
SECRETARY

Ralph Armstrong, DO

Elias Barocio Jr.

Ann Marie Barragan

Lanetta Bishop

Sharon Green

Steve Hannah, CEO

Kathy Hart

Jeri Hernandez

Mary McCullough

Seth Muenzer

Nancy Oliveira

Robert Poelker

Abraham Prado

Mark Robinson, CFO

Conner Stevens

Tisi Stewart

Liz Sparling
FOUNDATION DIRECTOR



Hazel Hawkins Hospital
Foundation is a 501(c)(3)
charitable organization
TIN#94-2497062

An Event to Keep Our Donors & Honorees Safe

After much thought of having an in person event this year, and insight of the ongoing pandemic concerns, our Committee and Administration have decided to move forward with an event similar to last year, a Gourmet Dinner Pick-Up. Many challenges affected the decision and we believe that this is the most responsible decision for the Hospital Fundraiser for this year.

On November 6, 2021 we will be having a Gourmet Dinner Pick-Up at one of San Benito County's most distinguished restaurants, the Inn at Tres Pinos. Please see enclosed menu for this incredible meal.

We are seeking sponsorships for this event. Join us to raise funds for the Hospital while enjoying an elegant and delicious dinner that you can pick-up and enjoy safely in your home. We are encouraging our donors to get together and send pictures and videos of your parties to us as we are planning on making a video of the event.

This year will be honoring **Jon & Jeanette Whorley** as our Donors of the Year for their continuous giving to Hazel Hawkins Memorial Hospital and the Foundation, and **VEP Healthcare now part of US Acute Care Solutions**, as our Business Donor of the Year for their years of generous support. We will also be honoring **Sylvia Marquez** as our "Heart for Hazel" recipient for her years of dedication to the Hospital and the Foundation.

The annual Hazel Hawkins Hospital Foundation Dinner Dance is our primary donor recognition and fundraising event of the year. Last year with this event, we were able to purchase seven state-of-the-art Stryker High Definition Monitors for the Operating Rooms that cost over \$83,000!

Kindly respond by October 15, 2021 to ensure your name is included in all marketing materials. Visit our website for more information.

We are looking forward to a wonderful event this year. Because of the pandemic during the past year, our Community has needed our Hospital like never before. And we need you!

Thank you for considering our request,

Liz Sparling, Director
Hazel Hawkins Hospital Foundation



**Gourmet Dinner Pick-Up at the Inn at Tres Pinos ~ 5:30 PM
Saturday, November 6, 2021**

EVENT SPONSORSHIP PACKAGES

Sponsor Benefits	\$10,000	\$5,000	\$2,500	\$1,000	\$500	\$250
Room Named Plaque displayed outside room of your choice in Main Hospital (\$10K) or Northside Skilled Nursing Facility (\$5K)	●	●				
Name/Logo Displayed at Event	●	●	●			
Name listed in Foundation eNewsletter	●	●	●	●		
Name listed on Foundation Website	●	●	●	●	●	
Name on Sponsor Poster	Top	●	●	●	●	●
Name on Donor Plaque	●	●	●	●	●	●
Dinner Tickets	8	6	4	2	2	2
Tax Deductible Portion if all tickets are used	\$9,280	\$4,460	\$2,140	\$820	\$320	\$70

Proceeds from this event will go toward the area of greatest need at the Hospital.

Invitations with event details will be sent in October with your dinner tickets.
If you will not be using all of the tickets in your sponsorship package, the Foundation kindly requests that tickets be returned so we can keep an accurate count of the meals. Thank you.

Inn at Tres Pinos Gourmet Dinner Pick-Up Menu

Bread & Oil

Fresh Baked Ciabatta Rolls with The Inn's Balsamic Infused Olive Oil

Classic Mediterranean Caesar Salad for Two

Romaine Lettuce Hearts tossed with Caesar Dressing, finished with Shaved Parmesan accompanied with house made Garlic Croutons

Tres Pinos Surf & Turf

Grilled New York Steak & 12oz Lobster Tail Split, Finished with Maître d'Hôtel Butter
Roasted Rosemary Red Potatoes, Sautéed Seasonal Vegetables

Ghirardelli Chocolate Mousse Parfait

Inn's traditional Chocolate Mousse served with layered house made Whipped Cream & topped with Fresh Berries

Each pick-up bag will include dinner for two people and a bottle of wine.



7/4



FINANCE COMMITTEE
Thursday, September 16, 2021, 5:00 p.m
Online Zoom Meeting
Agenda

Call to Order

- I. Financial Reports:
 - A. Financial Statements – August 2021

- II. Financial Updates
 - A. Finance Dashboard
 - B. Bad Debt (Uncompensated Care) – September 2021 write-off
 - C. CHFFA Loan discussion
 - D. Unbudgeted Revenue & Expense Opportunities

- III. Contracts
 - A. Lease Agreement – 901 Sunset Drive, #3, Ken Jiang, M.D.
(Action item)

- IV. Physician Contracts
 - A. Nick Gabriel, D.O. – Professional Service Agreement and Physician Recruitment Agreement – General Surgery **(Action item)**

Adjournment

77.

San Benito Health Care District
Finance Committee Minutes
September 16, 2021

Zoom Meeting - 5:00pm

Present: Rick Shelton, Board Treasurer
Mary Casillas, Board Vice President
Steven Hannah, Chief Executive Officer
Mark Robinson, Vice President-Finance\Support Services
Jordan Wright – Chief Operations Officer
Barbara Vogelsang, Interim Chief Clinical Officer
Karen Gambetta, Controller

Public: None

CALL TO ORDER

The meeting of the Finance Committee was called to order at 5:00pm as a virtual meeting due to the COVID-19 outbreak. Instructions to log in were posted with the agenda on the Public Notice bulletin board.

I. **FINANCIAL STATEMENTS**

A. August 2021

The Financial Statements for August 2021 were presented for review. For the month ending August 31, 2021, the District's Net Surplus (Loss) is \$306,296 compared to a budgeted Surplus (Loss) of \$58,781. The District exceeded its budget for the month by \$247,515.

For the YTD ending August 31, 2021, the District's Net Surplus (Loss) is \$527,063 compared to a budgeted Surplus (Loss) of \$132,363. The District exceeded its budget YTD by \$394,700.

Acute discharges were over budget for the month by 48 discharges or 35%. The Average Daily Census was 19.74 compared to a budget of 13.45. The average length of stay was 3.29. The Acute I/P gross revenue was over budget by \$2.2 million while O/P services gross revenue exceeded budget by \$2.5 million or 13%. Inpatient ER visits were over budget by 42 visits while ER O/P visits were over budget by 283 visits or 16%. The Rural Health Clinics treated 4,544 patients (includes 907 visits at the Diabetes Clinic) while the other clinics treated 2,841 outpatients. Other Operating revenue was over budget by \$47,732 due to an increase in physician collections. Operating expenses were over budget by \$550,897 due to variances in: Salaries & Wages being over by \$132,340, Registry by \$105,518 and Supplies by \$116,188 due to the increase in COVID-19 patients. Non-operating Revenue was under budget by \$2,638 due to fewer donations.

The Skilled Nursing Facilities had an average daily census of 82.81 with a budgeted ADC of 80. The SNFs Net Surplus (Loss) is \$51,533 compared to a budgeted surplus of \$30,090.

Fiscal year ending June 30, 2022 is budgeted to meet or exceed all of the Cal- Mortgage 2021 bond covenant targets. They are a **1.25** DSR, **30** days cash-on-hand and a **1.5** current ratio.

II. **FINANCIAL UPDATES**

- A. **Finance Dashboard** – The Finance Dashboard and Cash Flow statement were reviewed by the Committee in detail.
- B. **Bad Debt (Uncompensated Care) – September 2021 Write-Off** – The write-off request for September 2021 is for 425 accounts totaling \$397,431.13. The CCS Bad Debt Recovery rate is 15.5%. The Charity Care write-offs are now broken out into two categories: Charity \$36,279.72 and Sliding Fee Scale–Clinics \$31,615.75 for a total Charity amount for the month of \$67,895.47.
- C. **CHFFA Loan discussion** – The loan is expected to close by month-end.
- D. **Unbudgeted Revenue & Expense Opportunities** – A worksheet listing unbudgeted opportunities in Revenue, Growth and Expense reductions was presented. Mark Robinson discussed each item along with the expected financial change. Increases in Revenue and Growth are estimated at \$5,416,533. Expense reductions are anticipated to be \$1,297,000 for an overall positive effect of \$6,713,533.

III. **CONTRACTS**

- A. **Lease Agreement – 902 Sunset Drive, #3, Ken Jiang, M.D.** – The Finance Committee recommends the advancing of this agenda item to the Board. This commercial lease agreement between the Hospital District and Kenneth Jiang, M.D. is a 3 year lease effective October 1, 2021 at the fair market value rate of \$2.27 per square foot or \$3,405.00 per month. A maximum 3% increase per year tied to the Consumer Price Index is included.

IV. **PHYSICIAN CONTRACTS**

- A. **Nick Gabriel, D.O. – Professional Service Agreement and Physician Recruitment Agreement - General Surgery** – This agreement has a proposed effective date of 01/03/2022 with a 3-year term. The first two-years of the agreement allow for a constant compensation at the 75% percentile of Fair Market Value. In the third year, the compensation drops from \$536,000 to \$441,000 with the addition of quality metrics and productivity incentives. Recruitment incentive of \$40,000 (\$20,000 for recruitment incentive and up to \$20,000 reimbursement of usual and customary relocation expenses incurred for moving from Northern California to this area.) The Finance Committee recommends this agreement for Board action.

ADJOURNMENT

There being no further business, the Committee was adjourned at 5:36pm.

Respectfully submitted,



Karen Gambetta
Controller



September 16, 2021

CFO Financial Summary for the Finance Committee:

For the month ending August 31, 2021, the District's Net Surplus (**Loss**) is \$306,296 compared to a budgeted Surplus (**Loss**) of \$58,781. The District exceeded its budget for the month by \$247,515.

For the YTD ending August 31, 2021, the District's Net Surplus (**Loss**) is \$527,063 compared to a budgeted Surplus (**Loss**) of \$132,363. The District exceeded its budget YTD by \$394,700.

Acute discharges were 186 for the month, over budget by 48 discharges or 35%. The ADC was 19.74 compared to a budget of 13.45. The ALOS was 3.29. The acute I/P gross revenue was over budget by **\$2.2 million** while O/P services gross revenue was **\$2.5 million** or 13% over budget. ER I/P visits were 142 and ER O/P visits were over budget by 283 visits or 16%. The RHCs & Specialty Clinics treated 4,544 (includes 907 visits at the Diabetes Clinic) and 2,841 visits respectively.

Other Operating revenue was over budget by **\$47,732** due to an increase in physician collections.

Operating Expenses were over budget by **\$550,897** due mainly to variances in: Salary and Wages being over by \$132,340, Registry by \$105,518 and Supplies by \$116,188 due to the increase in COVID-19 patients.

Non-operating Revenue was under budget by **\$2,638** due to fewer donations.

The SNFs ADC was **82.81** for the month. The Net Surplus (**Loss**) is **\$51,533** compared to a budget of \$30,090. The ADC is budgeted to be 80 residents for the month. YTD, the SNFs Net Surplus is \$132,990.

The debt service ratio for the fiscal year ending June 30, 2021 is budgeted to exceed **1.25**, the days-cash-on-hand is projected to exceed **30.00** and the current ratio is projected to be less than **1.5**. The Cal- Mortgage 2021 bond covenant targets are a **1.25** DSR, **30** days-cash-on-hand and a **1.5** current ratio.

80.

HAZEL HANKINS MEMORIAL HOSPITAL - COMBINED
 HOLLISTER, CA 95023
 FOR PERIOD 08/31/21

	-----CURRENT MONTH-----					-----YEAR-TO-DATE-----				
	ACTUAL 08/31/21	BUDGET 08/31/21	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 08/31/20	ACTUAL 08/31/21	BUDGET 08/31/21	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 08/31/20
GROSS PATIENT REVENUE:										
ACUTE ROUTINE REVENUE	3,879,755	2,842,723	1,037,032	37	3,131,875	7,311,792	5,630,909	1,680,883	30	5,929,447
SNF ROUTINE REVENUE	1,672,350	1,616,550	55,800	4	1,390,450	3,384,470	3,233,101	151,369	5	2,818,400
ANCILLARY INPATIENT REVENUE	5,194,845	4,046,179	1,148,666	28	4,421,629	9,942,758	8,020,849	1,921,909	24	8,291,731
HOSPITALIST\PEDS I\P REVENUE	208,437	161,812	46,625	29	97,681	376,939	321,353	55,586	17	198,595
TOTAL GROSS INPATIENT REVENUE	10,955,387	8,667,264	2,288,123	26	9,041,635	21,015,958	17,206,212	3,809,746	22	17,238,173
ANCILLARY OUTPATIENT REVENUE	22,047,996	19,586,084	2,461,912	13	18,203,905	42,729,842	39,111,213	3,618,629	9	37,571,943
HOSPITALIST\PEDS O\P REVENUE	63,194	13,817	49,377	357	8,037	108,832	27,368	81,464	298	28,709
TOTAL GROSS OUTPATIENT REVENUE	22,111,190	19,599,901	2,511,289	13	18,211,942	42,838,674	39,138,581	3,700,093	10	37,600,652
TOTAL GROSS PATIENT REVENUE	33,066,578	28,267,165	4,799,413	17	27,253,576	63,854,632	56,344,793	7,509,839	13	54,838,825
DEDUCTIONS FROM REVENUE:										
MEDICARE CONTRACTUAL ALLOWANCES	7,693,274	7,292,473	400,801	6	5,521,162	15,449,949	14,535,164	914,785	6	12,863,055
MEDI-CAL CONTRACTUAL ALLOWANCES	8,468,121	5,826,773	2,641,348	45	6,513,200	16,839,102	11,615,209	5,223,893	45	12,447,831
BAD DEBT EXPENSE	298,645	258,639	40,006	16	144,156	551,785	515,430	36,355	7	650,218
CHARITY CARE	61,932	68,263	(6,331)	(9)	66,952	155,955	136,043	19,912	15	134,683
OTHER CONTRACTUALS AND ADJUSTMENTS	4,701,741	3,812,628	889,113	23	5,067,925	7,860,093	7,597,653	262,440	4	8,475,850
HOSPITALIST\PEDS CONTRACTUAL ALLOW	(28,552)	5,269	(33,821)	(642)	(27,859)	(7,831)	10,460	(18,291)	(175)	(5,369)
TOTAL DEDUCTIONS FROM REVENUE	21,195,161	17,264,045	3,931,116	23	17,285,536	40,849,053	34,409,959	6,439,094	19	34,566,268
NET PATIENT REVENUE	11,871,416	11,003,120	868,296	8	9,968,041	23,005,580	21,934,834	1,070,746	5	20,272,557
OTHER OPERATING REVENUE	558,756	511,024	47,732	9	688,714	1,030,233	1,041,600	(11,367)	(1)	1,321,886
NET OPERATING REVENUE	12,430,172	11,514,144	916,028	8	10,656,755	24,035,813	22,976,434	1,059,379	5	21,594,443
OPERATING EXPENSES:										
SALARIES & WAGES	4,893,741	4,697,846	195,895	4	4,266,070	9,422,725	9,362,304	60,421	1	8,366,728
REGISTRY	297,841	174,883	122,958	70	246,065	624,378	348,089	276,289	79	539,573
EMPLOYEE BENEFITS	2,731,265	2,599,617	131,648	5	2,131,603	5,276,269	5,183,717	92,552	2	4,525,424
PROFESSIONAL FEES	1,482,358	1,440,665	41,693	3	1,321,704	2,879,571	2,876,121	3,450	0	2,684,778
SUPPLIES	1,149,361	1,019,815	129,546	13	957,173	2,209,496	2,031,757	177,739	9	1,943,422
PURCHASED SERVICES	988,700	972,850	15,850	2	906,164	1,944,663	1,942,754	1,909	0	1,811,601
RENTAL	137,026	139,622	(2,596)	(2)	164,307	274,551	279,261	(4,710)	(2)	312,624
DEPRECIATION & AMORT	336,876	323,394	13,482	4	339,950	662,654	646,789	15,865	3	688,334
INTEREST	280	5,822	(5,542)	(95)	3,009	1,555	11,655	(10,100)	(87)	3,314
OTHER	339,646	316,704	22,942	7	323,826	683,565	633,387	50,178	8	601,257
TOTAL EXPENSES	12,357,093	11,691,218	665,875	6	10,659,871	23,979,427	23,315,834	663,593	3	21,477,054
NET OPERATING INCOME (LOSS)	73,079	(177,074)	250,153	(141)	(3,116)	56,385	(339,400)	395,785	(117)	117,389

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HAZEL HAWKINS MEMORIAL HOSPITAL - COMBINED
HOLLISTER, CA 95023
FOR PERIOD 08/31/21

	-----CURRENT MONTH-----					-----YEAR-TO-DATE-----				
	ACTUAL 08/31/21	BUDGET 08/31/21	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 08/31/20	ACTUAL 08/31/21	BUDGET 08/31/21	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 08/31/20
NON-OPERATING REVENUE\EXPENSE:										
DONATIONS	2,893	5,000	(2,107)	(42)	232	6,570	10,000	(3,430)	(34)	4,044
PROPERTY TAX REVENUE	185,249	185,248	1	0	171,868	370,498	370,497	1	0	343,737
GO BOND PROP TAXES	160,091	160,090	1	0	155,365	320,181	320,181	0	0	310,730
GO BOND INT REVENUE\EXPENSE	(75,091)	(75,090)	(1)	0	(77,865)	(150,181)	(150,181)	0	0	(155,730)
OTHER NON-OPER REVENUE	7,875	7,867	8	0	17	15,750	15,733	17	0	32
OTHER NON-OPER EXPENSE	(47,283)	(47,335)	52	0	(63,805)	(94,566)	(94,617)	51	0	(127,590)
INVESTMENT INCOME	(517)	75	(592)	(789)	(2,465)	2,427	150	2,277	1,518	205
COLLABORATION CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0
TOTAL NON-OPERATING REVENUE/(EXPENSE)	233,217	235,855	(2,638)	(1)	183,346	470,678	471,763	(1,085)	0	375,427
NET SURPLUS (LOSS)	306,296	58,781	247,515	421	180,230	527,063	132,363	394,700	298	492,816
EBIDA	\$ 605,455	\$ 344,510	\$ 260,945	75.74%	\$ 506,485	\$ 1,114,283	\$ 703,769	\$ 410,514	58.33%	\$ 1,153,740
EBIDA MARGIN	4.87%	2.99%	1.88%	62.78%	4.75%	4.64%	3.06%	1.57%	51.35%	5.34%
OPERATING MARGIN	0.59%	(1.54)%	2.13%	(138.22)%	(0.03)%	0.23%	(1.48)%	1.71%	(115.87)%	0.54%
NET SURPLUS (LOSS) MARGIN	2.46%	0.51%	1.95%	382.68%	1.69%	2.19%	0.58%	1.62%	280.62%	2.28%

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HAZEL HAWKINS MEMORIAL HOSPITAL - ACUTE FACILITY
 HOLLISTER, CA 95023
 FOR PERIOD 08/31/21

	CURRENT MONTH					YEAR-TO-DATE				
	ACTUAL 08/31/21	BUDGET 08/31/21	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 08/31/20	ACTUAL 08/31/21	BUDGET 08/31/21	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 08/31/20
GROSS PATIENT REVENUE:										
ROUTINE REVENUE	3,879,755	2,842,723	1,037,032	37	3,131,875	7,311,792	5,630,909	1,680,883	30	5,929,447
ANCILLARY INPATIENT REVENUE	4,865,210	3,727,479	1,137,731	31	4,294,505	9,318,336	7,383,449	1,934,887	26	8,026,607
HOSPITALIST I\P REVENUE	208,437	161,812	46,625	29	97,681	376,939	321,353	55,586	17	198,595
TOTAL GROSS INPATIENT REVENUE	8,953,402	6,732,014	2,221,388	33	7,524,060	17,007,066	13,335,711	3,671,355	28	14,154,649
ANCILLARY OUTPATIENT REVENUE	22,047,996	19,586,084	2,461,912	13	18,203,905	42,729,842	39,111,213	3,618,629	9	37,571,943
HOSPITALIST O\P REVENUE	63,194	13,817	49,377	357	8,037	108,832	27,368	81,464	298	28,709
TOTAL GROSS OUTPATIENT REVENUE	22,111,190	19,599,901	2,511,289	13	18,211,942	42,838,674	39,138,581	3,700,093	10	37,600,652
TOTAL GROSS ACUTE PATIENT REVENUE	31,064,592	26,331,915	4,732,677	18	25,736,002	59,845,740	52,474,292	7,371,448	14	51,755,301
DEDUCTIONS FROM REVENUE ACUTE:										
MEDICARE CONTRACTUAL ALLOWANCES	7,498,927	7,072,867	426,060	6	5,460,603	15,056,799	14,095,950	960,849	7	12,807,430
MEDI-CAL CONTRACTUAL ALLOWANCES	8,480,033	5,775,457	2,704,576	47	6,621,158	16,808,625	11,512,578	5,296,047	46	12,633,053
BAD DEBT EXPENSE	288,797	258,639	30,158	12	137,366	542,158	515,430	26,728	5	630,256
CHARITY CARE	61,336	68,263	(6,928)	(10)	66,952	155,359	136,043	19,316	14	134,683
OTHER CONTRACTUALS AND ADJUSTMENTS	4,668,710	3,780,309	888,401	24	5,044,788	7,819,310	7,533,015	286,295	4	8,419,163
HOSPITALIST\PEDS CONTRACTUAL ALLOW	(28,552)	5,269	(33,821)	(642)	(27,859)	(7,831)	10,460	(18,291)	(175)	(5,369)
TOTAL ACUTE DEDUCTIONS FROM REVENUE	20,969,250	16,960,804	4,008,446	24	17,303,008	40,374,420	33,803,476	6,570,944	19	34,619,216
NET ACUTE PATIENT REVENUE	10,095,342	9,371,111	724,231	8	8,432,994	19,471,320	18,670,816	800,504	4	17,136,085
OTHER OPERATING REVENUE	558,756	511,024	47,732	9	688,714	1,030,233	1,041,600	(11,367)	(1)	1,321,886
NET ACUTE OPERATING REVENUE	10,654,098	9,882,135	771,963	8	9,121,708	20,501,554	19,712,416	789,138	4	18,457,971
OPERATING EXPENSES:										
SALARIES & WAGES	3,975,355	3,843,015	132,340	3	3,432,966	7,586,285	7,652,636	(66,351)	(1)	6,683,951
REGISTRY	275,416	169,898	105,518	62	246,065	590,563	338,118	252,445	75	539,573
EMPLOYEE BENEFITS	2,168,641	2,066,652	101,989	5	1,640,112	4,194,088	4,117,781	76,307	2	3,545,319
PROFESSIONAL FEES	1,480,318	1,430,891	49,427	4	1,319,664	2,875,491	2,856,575	18,916	1	2,680,133
SUPPLIES	1,059,697	943,509	116,188	12	883,143	2,028,155	1,879,364	148,791	8	1,790,021
PURCHASED SERVICES	927,851	913,024	14,827	2	818,271	1,819,482	1,823,186	(3,704)	0	1,645,509
RENTAL	133,750	138,626	(4,876)	(4)	160,966	270,306	277,269	(6,963)	(3)	306,487
DEPRECIATION & AMORT	296,801	282,498	14,303	5	298,888	582,388	564,996	17,392	3	606,651
INTEREST	280	5,822	(5,542)	(95)	3,009	1,555	11,655	(10,100)	(87)	3,314
OTHER	298,753	272,030	26,723	10	283,299	598,465	544,032	54,433	10	523,054
TOTAL EXPENSES	10,616,862	10,065,965	550,897	6	9,086,383	20,546,778	20,065,612	481,166	2	18,324,013
NET OPERATING INCOME (LOSS)	37,236	(183,830)	221,066	(120)	35,325	(45,224)	(353,196)	307,972	(87)	133,958

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HAZEL HAWKINS MEMORIAL HOSPITAL - ACUTE FACILITY
 HOLLISTER, CA 95023
 FOR PERIOD 08/31/21

	CURRENT MONTH					YEAR-TO-DATE				
	ACTUAL 08/31/21	BUDGET 08/31/21	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 08/31/20	ACTUAL 08/31/21	BUDGET 08/31/21	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 08/31/20
NON-OPERATING REVENUE\EXPENSE:										
DONATIONS	2,893	5,000	(2,107)	(42)	232	6,570	10,000	(3,430)	(34)	4,044
PROPERTY TAX REVENUE	159,183	159,182	1	0	147,685	318,366	318,365	1	0	295,370
GO BOND PROF TAXES	160,091	160,090	1	0	155,365	320,181	320,181	0	0	310,730
GO BOND INT REVENUE\EXPENSE	(75,091)	(75,090)	(1)	0	(77,865)	(150,181)	(150,181)	0	0	(155,730)
OTHER NON-OPER REVENUE	7,875	7,867	8	0	17	15,750	15,733	17	0	32
OTHER NON-OPER EXPENSE	(36,907)	(36,959)	52	0	(49,795)	(73,815)	(73,865)	50	0	(99,569)
INVESTMENT INCOME	(517)	75	(592)	(789)	(2,465)	2,427	150	2,277	1,518	205
COLLABORATION CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0
TOTAL NON-OPERATING REVENUE/(EXPENSE)	217,527	220,165	(2,638)	(1)	173,174	439,297	440,383	(1,086)	0	355,082
NET SURPLUS (LOSS)	254,762	36,335	218,427	601	208,499	394,073	87,187	306,886	352	489,040

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HAZEL HAWKINS SKILLED NURSING FACILITIES
HOLLISTER, CA
FOR PERIOD 08/31/21

	CURRENT MONTH					YEAR-TO-DATE				
	ACTUAL 08/31/21	BUDGET 08/31/21	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 08/31/20	ACTUAL 08/31/21	BUDGET 08/31/21	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 08/31/20
GROSS SNF PATIENT REVENUE:										
ROUTINE SNF REVENUE	1,672,350	1,616,550	55,800	4	1,390,450	3,384,470	3,233,101	151,369	5	2,818,400
ANCILLARY SNF REVENUE	329,635	318,700	10,935	3	127,125	624,422	637,400	(12,978)	(2)	265,124
TOTAL GROSS SNF PATIENT REVENUE	2,001,985	1,935,250	66,735	3	1,517,575	4,008,892	3,870,501	138,391	4	3,083,524
DEDUCTIONS FROM REVENUE SNF:										
MEDICARE CONTRACTUAL ALLOWANCES	194,347	219,606	(25,259)	(12)	60,559	393,150	439,214	(46,064)	(11)	55,625
MEDI-CAL CONTRACTUAL ALLOWANCES	(11,912)	51,316	(63,228)	(123)	(107,958)	30,477	102,631	(72,154)	(70)	(185,223)
BAD DEBT EXPENSE	9,848	0	9,848		6,790	9,627	0	9,627		19,962
CHARITY CARE	596	0	596		0	596	0	596		0
OTHER CONTRACTUALS AND ADJUSTMENTS	33,032	32,319	713	2	23,137	40,783	64,638	(23,855)	(37)	56,687
TOTAL SNF DEDUCTIONS FROM REVENUE	225,911	303,241	(77,330)	(26)	(17,473)	474,633	606,483	(131,850)	(22)	(52,948)
NET SNF PATIENT REVENUE	1,776,074	1,632,009	144,065	9	1,535,047	3,534,259	3,264,018	270,241	8	3,136,472
OTHER OPERATING REVENUE	0	0	0	0	0	0	0	0	0	0
NET SNF OPERATING REVENUE	1,776,074	1,632,009	144,065	9	1,535,047	3,534,259	3,264,018	270,241	8	3,136,472
OPERATING EXPENSES:										
SALARIES & WAGES	918,387	854,831	63,556	7	833,105	1,836,440	1,709,668	126,772	7	1,682,777
REGISTRY	22,425	4,985	17,440	350	0	33,815	9,971	23,844	239	0
EMPLOYEE BENEFITS	562,624	532,965	29,659	6	491,491	1,082,181	1,065,936	16,245	2	980,105
PROFESSIONAL FEES	2,040	2,130	(90)	(4)	2,040	4,080	4,258	(178)	(4)	4,645
SUPPLIES	89,663	76,306	13,357	18	74,031	181,341	152,393	28,948	19	153,400
PURCHASED SERVICES	60,849	59,826	1,023	2	87,892	125,181	119,568	5,613	5	166,092
RENTAL	3,276	996	2,280	229	3,342	4,246	1,992	2,254	113	6,137
DEPRECIATION	40,076	40,896	(820)	(2)	41,062	80,266	81,793	(1,527)	(2)	81,683
INTEREST	0	0	0	0	0	0	0	0	0	0
OTHER	40,893	44,674	(3,781)	(9)	40,527	85,100	89,355	(4,255)	(5)	78,203
TOTAL EXPENSES	1,740,231	1,617,609	122,622	8	1,573,488	3,432,649	3,234,934	197,715	6	3,153,041
NET OPERATING INCOME (LOSS)	35,843	14,400	21,443	149	(38,441)	101,610	29,084	72,526	249	(16,569)
NON-OPERATING REVENUE\EXPENSE:										
DONATIONS	0	0	0	0	0	0	0	0	0	0
PROPERTY TAX REVENUE	26,066	26,066	0	0	24,183	52,132	52,132	0	0	48,366
OTHER NON-OPER EXPENSE	(10,376)	(10,376)	0	0	(14,011)	(20,751)	(20,752)	1	0	(28,021)
TOTAL NON-OPERATING REVENUE/(EXPENSE)	15,690	15,690	0	0	10,173	31,381	31,380	1	0	20,345
NET SURPLUS (LOSS)	51,533	30,090	21,443	71	(28,269)	132,990	60,464	72,526	120	3,776

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HAZEL HAWKINS MEMORIAL HOSPITAL
 HOLLISTER, CA
 For the month ended 08/31/21

	CURR MONTH 08/31/21	PRIOR MONTH 07/31/21	POS/NEG VARIANCE	PERCENTAGE VARIANCE	PRIOR YR 06/30/21
CURRENT ASSETS					
CASH & CASH EQUIVALENT	18,671,872	17,839,864	832,008	5	18,776,062
PATIENT ACCOUNTS RECEIVABLE	39,359,299	39,672,630	(313,331)	(1)	41,504,936
BAD DEBT ALLOWANCE	(3,445,001)	(3,373,017)	(71,985)	2	(3,410,983)
CONTRACTUAL RESERVES	(23,752,956)	(23,748,752)	(4,204)	0	(24,852,045)
OTHER RECEIVABLES	1,215,875	1,298,456	(82,581)	(6)	1,859,645
INVENTORIES	2,830,386	2,838,232	(7,846)	0	2,844,436
PREPAID EXPENSES	867,315	847,611	19,703	2	504,949
DUE TO\FROM THIRD PARTIES	1,138,166	1,138,166	0	0	1,271,473
TOTAL CURRENT ASSETS	<u>36,884,956</u>	<u>36,513,191</u>	<u>371,765</u>	<u>1</u>	<u>38,498,472</u>
ASSETS WHOSE USE IS LIMITED					
BOARD DESIGNATED FUNDS	<u>3,635,024</u>	<u>3,257,877</u>	<u>377,148</u>	<u>12</u>	<u>3,014,647</u>
TOTAL LIMITED USE ASSETS	<u>3,635,024</u>	<u>3,257,877</u>	<u>377,148</u>	<u>12</u>	<u>3,014,647</u>
PROPERTY, PLANT, AND EQUIPMENT					
LAND & LAND IMPROVEMENTS	<u>3,237,474</u>	<u>3,237,474</u>	<u>0</u>	<u>0</u>	<u>3,237,474</u>
BLDGS & BLDG IMPROVEMENTS	<u>97,184,444</u>	<u>97,184,444</u>	<u>0</u>	<u>0</u>	<u>97,184,444</u>
EQUIPMENT	<u>39,974,663</u>	<u>39,931,420</u>	<u>43,243</u>	<u>0</u>	<u>39,899,483</u>
CONSTRUCTION IN PROGRESS	<u>537,941</u>	<u>470,530</u>	<u>67,412</u>	<u>14</u>	<u>425,000</u>
GROSS PROPERTY, PLANT, AND EQUIPMENT	<u>140,934,522</u>	<u>140,823,868</u>	<u>110,654</u>	<u>0</u>	<u>140,746,401</u>
ACCUMULATED DEPRECIATION	<u>(83,050,094)</u>	<u>(82,698,252)</u>	<u>(351,842)</u>	<u>0</u>	<u>(82,357,510)</u>
NET PROPERTY, PLANT, AND EQUIPMENT	<u>57,884,428</u>	<u>58,125,616</u>	<u>(241,187)</u>	<u>0</u>	<u>58,388,891</u>
OTHER ASSETS					
UNAMORTIZED LOAN COSTS	<u>609,834</u>	<u>616,250</u>	<u>(6,416)</u>	<u>(1)</u>	<u>622,665</u>
PENSION DEFERRED OUTFLOWS NET	<u>2,276,065</u>	<u>2,276,065</u>	<u>0</u>	<u>0</u>	<u>2,276,065</u>
TOTAL OTHER ASSETS	<u>2,885,899</u>	<u>2,892,315</u>	<u>(6,416)</u>	<u>0</u>	<u>2,898,730</u>
TOTAL UNRESTRICTED ASSETS	<u>101,290,307</u>	<u>100,788,998</u>	<u>501,309</u>	<u>1</u>	<u>102,800,741</u>
RESTRICTED ASSETS	<u>102,344</u>	<u>102,320</u>	<u>24</u>	<u>0</u>	<u>102,297</u>
TOTAL ASSETS	<u>101,392,651</u>	<u>100,891,318</u>	<u>501,333</u>	<u>1</u>	<u>102,903,038</u>

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HAZEL HAWKINS MEMORIAL HOSPITAL
 HOLLISTER, CA
 For the month ended 08/31/21

	CURR MONTH 08/31/21	PRIOR MONTH 07/31/21	POS/NEG VARIANCE	PERCENTAGE VARIANCE	PRIOR YR 06/30/21
CURRENT LIABILITIES					
ACCOUNTS PAYABLE	6,784,967	6,709,954	(75,013)	1	7,696,649
ACCRUED PAYROLL	2,740,966	2,179,308	(561,658)	26	1,629,838
ACCRUED PAYROLL TAXES	2,503,743	2,473,090	(30,653)	1	2,427,550
ACCRUED BENEFITS	5,680,263	5,351,386	(328,877)	6	6,431,270
ACCRUED PENSION (CURRENT)	1,846,824	1,583,007	(263,817)	17	1,321,074
OTHER ACCRUED EXPENSES	83,547	76,713	(6,833)	9	69,880
DUE TO\FROM THIRD PARTIES	7,316,001	8,480,682	1,164,681	(14)	9,606,006
OTHER CURRENT LIABILITIES	431,813	310,450	(121,363)	39	186,314
TOTAL CURRENT LIABILITIES	27,388,124	27,164,590	(223,533)	1	29,368,581
LONG-TERM DEBT					
BONDS PAYABLE	40,306,802	40,335,322	28,520	0	40,363,842
TOTAL LONG TERM DEBT	40,306,802	40,335,322	28,520	0	40,363,842
OTHER LONG-TERM LIABILITIES					
DEFERRED REVENUE	0	0	0	0	0
LONG-TERM PENSION LIABILITY	12,855,495	12,855,495	0	0	12,855,495
TOTAL OTHER LONG-TERM LIABILITIES	12,855,495	12,855,495	0	0	12,855,495
TOTAL LIABILITIES	80,550,421	80,355,408	(195,013)	0	82,587,918
NET ASSETS:					
UNRESTRICTED FUND BALANCE	20,212,823	20,212,823	0	0	20,212,823
RESTRICTED FUND BALANCE	102,344	102,320	(24)	0	102,297
NET REVENUE/(EXPENSES)	527,063	220,768	(306,296)	139	0
TOTAL NET ASSETS	20,842,230	20,535,911	(306,319)	2	20,315,120
TOTAL LIABILITIES AND NET ASSETS	101,392,651	100,891,318	(501,333)	1	102,903,038



San Benito Health Care District
 Hazel Hawkins Memorial Hospital
 AUGUST 2021

Description	Target	MTD Actual	YTD Actual	YTD Target
Average Daily Census - Acute	13.45	19.74	18.56	13.32
Average Daily Census - SNF	80.00	82.81	83.69	80.00
Acute Length of Stay	3.02	3.29	3.04	3.01
ER Visits:				
Inpatient	100	142	290	198
Outpatient	1,729	2,012	3,843	3,435
Total	1,829	2,154	4,133	3,633
Days in Accounts Receivable	45.0	39.0	39.0	45.0
Productive Full-Time Equivalents	495.86	501.29	493.43	495.86
Net Patient Revenue	11,003,120	11,871,416	23,005,580	21,934,834
Medicare Traditional Payor Mix	23.73%	28.40%	29.67%	26.23%
Commercial Payor Mix	34.52%	25.30%	24.08%	33.02%
Bad Debt % of Gross Revenue	0.91%	0.91%	0.87%	0.91%
EBIDA	344,510	605,455	1,114,283	703,769
EBIDA %	2.99%	4.87%	4.64%	3.06%
Operating Margin	-1.54%	0.59%	0.23%	-1.48%
Salaries, Wages, Registry & Benefits %: by Net Operating Revenue	64.90%	64.20%	63.75%	64.82%
by Total Operating Expense	63.91%	64.12%	63.90%	63.88%
Bond Covenants:				
Debt Service Ratio	1.25	3.57	3.57	1.25
Current Ratio	1.50	1.35	1.35	1.50
Days Cash on hand	30.00	49.14	49.14	30.00
Met or Exceeded Target				
Within 10% of Target				
Not Within 10%				

Statement of Cash Flows
Hazel Hawkins Memorial Hospital
Hollister, CA
Two months ending August 31, 2021

	CASH FLOW		COMMENTS
	Current Month 8/31/2021	Current Year-To-Date 8/31/2021	
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net Income (Loss)	\$306,296	\$527,064	
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:			
Depreciation	351,842	692,585	
(Increase)/Decrease in Net Patient Accounts Receivable	389,519	1,080,564	
(Increase)/Decrease in Other Receivables	82,581	643,771	
(Increase)/Decrease in Inventories	7,846	14,049	
(Increase)/Decrease in Pre-Paid Expenses	(19,703)	(362,365)	
(Increase)/Decrease in Due From Third Parties	0	133,307	
Increase/(Decrease) in Accounts Payable	75,013	(911,682)	
Increase/(Decrease) in Notes and Loans Payable	0	0	
Increase/(Decrease) in Accrued Payroll and Benefits	1,185,005	962,064	
Increase/(Decrease) in Accrued Expenses	6,833	13,666	
Increase/(Decrease) in Patient Refunds Payable	0	0	
Increase/(Decrease) in Third Party Advances/Liabilities	(1,164,681)	(2,290,005)	
Increase/(Decrease) in Other Current Liabilities	121,363	245,499	Semi-Annual Interest - 2021 Insured Revenue Bonds
Net Cash Provided by Operating Activities:	1,035,618	221,453	
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of Property, Plant and Equipment	(110,654)	(188,121)	
(Increase)/Decrease in Limited Use Cash and Investments	0	0	
(Increase)/Decrease in Other Limited Use Assets	(377,148)	(620,378)	Bond Principal & Int Payment - 2014 & 2021 Bonds
(Increase)/Decrease in Other Assets	6,416	12,832	Amortization
Net Cash Used by Investing Activities	(481,386)	(795,667)	
CASH FLOWS FROM FINANCING ACTIVITIES:			
Increase/(Decrease) in Bond/Mortgage Debt	(28,520)	(57,040)	Refinancing of 2013 Bonds with 2021 Bonds
Increase/(Decrease) in Capital Lease Debt	0	0	
Increase/(Decrease) in Other Long Term Liabilities	0	0	
Net Cash Used for Financing Activities	(28,520)	(57,040)	
(INCREASE)/DECREASE IN RESTRICTED ASSETS	0	0	
Net Increase/(Decrease) in Cash	832,008	(104,190)	
Cash, Beginning of Period	17,839,864	18,776,062	
Cash, End of Period	\$18,671,872	\$18,671,872	

Cost per day to run the District	\$380,001
Operational Days Cash on Hand	49.14

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**HAZEL HAWKINS HOSPITAL
BAD DEBT WRITE OFF
SEPTEMBER
2021**

<u>CCS BAD DEBT RECOVERY %:</u>		15.50%
<u>BAD DEBT RECOVERY \$: AUGUST 2021</u>	\$	83,602.81

COLLECTION CONSULTING SERVICES:

425 Accounts Ready for Collections	\$	397,431.13
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TOTAL BAD DEBT	\$	397,431.13
WRITE-OFF COUNT	#	425

CHARITY CARE AUGUST 2021

32 Accounts W/O to Charity	\$	36,279.72
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SLIDING FEE SCALE CLINICS AUGUST 2021

60 Accounts W/O to Sliding Fee Scale	\$	31,615.75
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TOTAL CHARITY CARE AUGUST 2021	\$	67,895.47
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*NOTE

TOTAL WRITE-OFF	\$	465,326.60
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Hazel Hawkins Memorial Hospital
 Unbudgeted Opportunities
 For the FYE June 30, 2022

	Est. Increase	Est. Savings	Notes:
Revenue and Growth:			
- New Anthem Blue Cross agreement	2,944,826		Increase to Blue Shield %.
- New VHP agreement			
- QIP	1,921,707		Payment for 9 metrics.
- 340b Program	300,000		Starts October 1, 2021.
- Advance Beneficiary Notice (ABN)	250,000		
	<hr/>		
Total Revenue and Growth	5,416,533		
Expense Reductions:			
- Reduction in pro fees			
- Surgery		125,000	
- GI		200,000	
- PCA		400,000	
- New phone system		72,000	
- GPO savings - QHR Health		500,000	
		<hr/>	
Total Expense Reductions		1,297,000	
	<hr/>		
Grand Total	<u><u>6,713,533</u></u>		

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (“Lease”) is entered into and effective on **October 1, 2021** (“Effective Date”), by and between **San Benito Health Care District**, a local health care district organized and operated pursuant to Division 23 of the California Health and Safety Code (“Tenant”), and **Kenneth P. Jiang, M.D.** (“Landlord”).

RECITALS

- A. Landlord is the owner of one thousand five hundred (1,500) square feet of office space at the location commonly known as **901 Sunset Drive, Unit 3, Hollister, California** (“Property”).
- B. This Lease shall include the use of the parking lot and other existing improvements located on the Property (“Improvements”). The term “Premises” as used in this Lease shall mean both the Property and the Improvements.
- C. Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord the Premises at an established fair market value.
- D. Nothing in this Lease shall be construed to require or encourage the referral of patients between Landlord and Tenant for designated health services or established treatment plans. Tenant shall not directly or indirectly compensate or grant any other financial incentive to Landlord in exchange for any patient referrals that Landlord may make to Tenant’s healthcare facilities.

In consideration of the rent to be paid by Tenant and of the covenants and provisions under this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises upon the following terms and conditions.

ARTICLE 1. TERM OF LEASE

- 1.1 Term. This Lease shall commence on **October 1, 2021** (“Commencement Date”) for a period of three (3) years, and shall automatically terminate on **September 30, 2024** (“Term”), unless terminated earlier pursuant to the provisions of this Lease.
- 1.2 Holding Over. In the event Tenant holds over and continues in possession of the Premises after expiration of the Term, Tenant’s continued occupancy of the Premises shall be considered a month-to-month tenancy which shall not exceed ninety (90) days and shall be terminable upon thirty (30) days prior written notice given at any time by either party. All terms and conditions of this Lease, except those pertaining to Term, shall apply to the month-to-month tenancy, provided that Landlord may increase the rent.

ARTICLE 2. RENT

- 2.1 Base Rent. Tenant shall pay rent to Landlord for the use and occupancy of the Premises in the amount of **Three Thousand Four Hundred Five Dollars (\$3,405.00)** per month (“Base Rent”). This Base Rent is equal to the amount of **Two Dollars and Twenty-Seven Cents (\$2.27)** per square foot of the leased space.
- 2.2 Adjustments to Rent. The Base Rent set forth in Section 2.1 of this Lease shall be adjusted on the first anniversary of the Effective Date of this Lease and on each anniversary of that date thereafter (“Adjustment Date”). Beginning on the thirteenth (13th) month following the Effective Date, the Base Rent shall be adjusted by the amount of change in the Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco Bay Area as reported by the U.S. Bureau of Labor Statistics (“CPI Index”). Base Rent shall be increased by one hundred (100%) percent of the percentage of increase, if any, shown by the CPI Index, and such increase, if any, shall not exceed three percent (3.0%). The amount of the increase shall be calculated and added to the existing Base Rent, and Tenant shall then pay this new amount as the Base Rent.
- 2.3 Fair Market Value. The Rent reflects the fair market value of the commercially reasonable use of the Premises and has been computed independently of referrals of patients between the parties or the ability of one party to otherwise generate business for the other.
- 2.4 Payment of Rent. Rent shall be paid to **Kenneth P. Jiang, M.D.** by direct deposit to a financial institution as directed by Landlord on or before the first (1st) day of each month of the Term.

ARTICLE 3. USE OF PREMISES

- 3.1 Permitted Use. During the term of this Lease, including any extended term, the Premises shall be used for the sole purpose of operating a medical practice and for uses normally incident to that purpose. Tenant shall not use the Premises to be used for any other purpose, without the prior written consent of Landlord.
- 3.2 Operation of Business. During the Lease Term, Tenant shall, unless prevented by conditions beyond Tenant's control, conduct business of the type and nature specified in Section 3.1 of this Lease on the Premises in a diligent and business-like manner. Tenant shall not do or permit anything to be done in or about the Premises which shall in any way conflict with any law, ordinance, rule, or regulation affecting the occupancy and use of the Premises, or in any way obstruct or interfere with the rights of other tenants of the building, or injure or annoy them, or use the Premises for any improper or unlawful purpose.
- 3.3 Insurance Hazards. Tenant shall not commit or permit the commission of any acts on the Premises or use or permit the use of the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Property or the Improvements. Tenant shall, at its own cost and expense, comply with any and all requirements of Landlord's insurance carriers necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Property and the Improvements, provided said requirements do not require Tenant to alter the structure of the building, make capital improvements or conduct repairs or other work that are the responsibility of the Landlord as described in this Lease.
- 3.4 Waste or Nuisance. Tenant shall not commit or permit the commission by others of any waste on the Premises; Tenant shall not maintain, commit, or permit the commission of any nuisance as defined in California Civil Code Section 3479 on the Premises; and Tenant shall not use or permit the use of the Premises for any unlawful purpose.
- 3.5 Compliance With Laws and Rules. Tenant shall at Tenant's own cost and expense comply with all current or subsequently enacted statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal relating to Tenant's use and occupancy of the Premises, except for those requiring capital improvements to the Premises which shall be the responsibility of the Landlord. Rules and Regulations. Tenant agrees to observe and comply with the rules and regulations promulgated from time to time by the Landlord, as in the Landlord's judgment are necessary for the safety, care and cleanliness of the building. Landlord promises not to promulgate rules that cause unreasonable hardship and expense to the Tenant, or rules that unreasonably hinder Tenant's normal use of the Premises except as may be required by law.
- 3.6 Cooperation with Other Tenants. All tenants shall share the common areas of the building. All tenants shall share the parking lot on a first-come, first-served basis.

ARTICLE 4. TAXES AND UTILITIES

- 4.1 Utilities. Tenant shall pay, and hold Landlord and the property of Landlord free and harmless from, all charges for the furnishing of any utilities to the Premises that are separately metered or billed. These items include, but are not limited to, telephone and computer lines, and separate gas and electric connections. All such charges shall be paid by Tenant directly to the provider of the service and shall be paid as they become due and payable but in any event before delinquency.
- 4.2 Personal Property Taxes. Tenant shall pay before they become delinquent all taxes, current installments of assessments, and other charges levied or imposed by any governmental entity for the furniture, trade fixtures, appliances, and other personal property placed by Tenant in, on, or about the Premises.
- 4.3 Real Property Taxes. All real property taxes and current installments of assessments assessed against the Property by any governmental entity, including any special assessments, shall be paid, before they become delinquent, by Tenant.

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ARTICLE 5. ALTERATIONS AND REPAIRS

- 5.1 Condition of Premises. Tenant accepts the Premises, as well as the Improvements located on the Premises, in their present condition and stipulates with Landlord that the Premises and Improvements are in good, clean, safe, and tenable condition as of the date of this Lease. Tenant further agrees with and represents to Landlord that the Premises have been inspected by Tenant and that the Premises are being leased by Tenant as a result of its own inspection and investigation and not as a result of any representations made by Landlord or any agent of Landlord except those expressly set forth in this Lease.
- 5.2 Maintenance by Landlord. Landlord shall, at its own cost and expense, maintain in good condition, repair and in compliance with Building Codes, the structural elements of the Building and the Building's systems. It shall be the Landlord's responsibility to keep the Building's systems operational. For purposes of this section, "structural elements" shall mean the roof, exterior walls (including painting of the entire building and excepting window glass), bearing walls, structural supports, and foundation of the Building, and "building systems" shall mean the systems for electricity, plumbing, sewer, water drainage, lighting, heating, air conditioning and ventilation and elevator. Landlord shall also maintain the parking lot and the landscaping. Notwithstanding anything in this section to the contrary, Tenant shall promptly reimburse Landlord for the full cost of any required repairs made pursuant to this section due to the negligence of Tenant or its employees, agents or subtenants, if any. Landlord and its agents shall have the right to enter the Premises at all reasonable times (and at any time during an emergency) for the purpose of inspecting them or to make any repairs required to be made by Landlord under this Lease.
- 5.3 Maintenance by Tenant. Except as provided elsewhere in this Lease, Tenant shall perform, at its own cost and expense, all ordinary repair and maintenance of all portions of the Premises and all Improvements located on the Premises, so that the Property is in good order and repair and in as safe and clean a condition as when received by Tenant from Landlord, reasonable wear and tear excepted. Tenant's obligation to repair shall specifically include routine, ordinary repairs to the interior walls, floor coverings, ceilings, the interior and exterior portions of all doors, and glass windows for the Premises, except that Tenant's obligation shall not include major repairs to the structural elements of the Building or the Building systems as defined in Section 5.2 above or capital improvements required by any government entity, law, ordinance or regulation.
- 5.4 Alterations and Liens. Subject to other arrangements made between the parties, Tenant shall not make or permit any other person to make any alterations to the Premises or to any Improvements on the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall keep the premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the instance or request of Tenant. Furthermore, any and all alterations, additions, improvements, and fixtures, except furniture and trade fixtures, made or placed in or on the Premises by Tenant or any other person shall on expiration or earlier termination of this Lease, become the property of Landlord and remain on the Premises.
- 5.5 Inspection by Landlord. Tenant shall permit Landlord or Landlord's agents or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether Tenant is complying with the terms of this Lease, to perform other lawful acts that may be necessary to protect Landlord's interest in the Premises, or for the purpose of performing Landlord's duties under this Lease.
- 5.6 Surrender of Premises. On expiration or earlier termination of this Lease, Tenant shall promptly surrender and deliver the Premises to Landlord in as good condition as of the Effective Date of this Lease, excluding reasonable wear and tear.

ARTICLE 6. INDEMNITY AND INSURANCE

- 6.1 Tenant's Hold Harmless Clause. Tenant shall protect, indemnify, and save Landlord harmless from and against any all liability to third parties resulting from Tenant's occupation and use of the Premises, specifically including, without limitation, any claim, liability, loss, or damage arising by reason of:
- 6.1.1 Tenant's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on Tenant or the Premises by any duly authorized governmental agency or political subdivision that this Lease requires Tenant to comply with; or

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- 6.1.2 The death or injury of any person or persons, including Tenant or any person who is an employee or agent of Tenant, or by reason of the damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of Tenant, and caused or allegedly caused by some act or omission of Tenant or of some agent, contractor, employee, servant, subtenant of Tenant on the Premises; unless the death or injury is caused or allegedly caused by a condition of the Premises that is beyond the Tenant's control or is related to Landlord's failure to make a repair pursuant to Section 5.2 or Landlord's alleged negligent repair.
- 6.2 Tenant's Public Liability Insurance. Tenant shall, at its own cost and expense, procure and maintain during the entire term of this Lease public liability insurance issued by an insurance company acceptable to Landlord and insuring Tenant and Landlord against loss or liability caused by or connected with Tenant's occupation and use of the Premises under this Lease in the amount of one million dollars (\$1,000,000). Tenant shall, during the full term of this Lease and any renewals or extensions, maintain at Tenant's own cost and expense an insurance policy issued by a reputable company authorized to conduct insurance business in California insuring for their full insurable value all fixtures and equipment that is, at any time during the term of this Lease, in or on the Premises against damage or destruction by fire, theft, or the elements. Insurance required under this section shall be issued by a responsible insurance company authorized to do business in California and shall be in a form satisfactory to Landlord. Tenant shall within ten (10) days of the Effective Date of this Lease deposit with Landlord a certificate showing that insurance to be in full force and effect. Said certificate shall also show that the insurance shall not be cancelled or changed without ten (10) days written notice to Landlord by the insurance company.
- 6.3 Tenant's Property Damage Insurance. Landlord shall, at its own cost and expense, procure and maintain during the entire term of this Lease public liability insurance, property damage insurance and fire insurance insuring Landlord against loss or liability caused by or connected with Tenant's occupation and use of the Premises under this Lease.
- 6.4 Mutual Release. The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the Premises and to the fixtures, personal property, tenant improvements, and alterations of either Landlord or Tenant in or on the Premises that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease. If an insurance company refuses to issue a policy containing a waiver of subrogation, or said waiver is only obtainable by the payment of an additional premium, the acquiring party shall notify the other party of this fact. The other party shall have a period of ten (10) days after receiving the notice either to place the insurance with a company that is reasonably satisfactory to the other party and that will waive subrogation or to agree to pay the additional premium. If the insurance cannot be obtained or the other party refuses to pay the additional premium, the acquiring party is relieved of the obligation to obtain the waiver of subrogation.

ARTICLE 7. SIGNS AND TRADE FIXTURES

- 7.1 Installation and Removal of Trade Fixtures. Tenant shall have the right at any time and from time to time during the term of this Lease, at Tenant's sole cost and expense, to install and affix in, to, or on the Premises any items ("trade fixtures") for use in Tenant's trade or business that Tenant may, in Tenant's sole discretion deem advisable.

Any and all trade fixtures that can be removed without structural damage to the Premises or any building or improvements on the Premises shall, subject to this Lease, remain the property of the Tenant and may be removed by Tenant at any time before the expiration or earlier termination of this Lease, provided Tenant repairs any damage caused by the removal.

- 7.2 Unremoved Trade Fixtures. Any trade fixtures described in this Article that are not removed from the Premises by Tenant within thirty (30) days after the expiration or earlier termination regardless of cause, of this Lease shall be deemed abandoned by Tenant and shall become the property of Landlord as owner of the real property to which they are affixed.

- 7.3 Signs. Tenant may erect, maintain, permit, and from time to time remove any signs in or about the Premises that Tenant may deem necessary or desirable and to which the Landlord consents, provided that any signs erected by Tenant shall comply with all requirements of any governmental authority with jurisdiction.

ARTICLE 8. DESTRUCTION OF PREMISES

- 8.1 Destruction. The parties agree that if the Premises are partially or wholly damaged or destroyed by fire, earthquake or other casualty, or are so damaged as to render the Premises untenable, the Tenant shall give immediate written notice thereof to Landlord. The Landlord shall then have the option to terminate this Lease by giving Tenant ten (10) days written notice of termination following Tenant's notice to Landlord. In the event Landlord does not choose to terminate this Lease, the Landlord shall, at its own cost and expense and with reasonable diligence, restore the Premises and repair the damage caused by the casualty to substantially the same condition as the Building was delivered to Tenant at the commencement of this Lease, exclusive of tenant fixtures, and shall be entitled for that purpose to any and all insurance proceeds, exclusive of proceeds from Tenant's insurance of its personal property.

ARTICLE 9. CONDEMNATION

- 9.1 Total Condemnation. If at any time during the term of this Lease title and possession of any portion of the Premises is taken under the power of eminent domain by any public or quasi-public agency or entity, this Lease shall terminate as of 12:01 a.m. of the date actual physical possession of the Premises is taken by the agency or entity exercising the power of eminent domain, and both Landlord and Tenant shall thereafter be released from all obligations under this Lease, except those described in Section 9.2.
- 9.2 Condemnation Award. If at any time during the term of this Lease, title and possession of all or any portion of the Premises is taken under the power of eminent domain by any public or quasi-public agency or entity, the compensation or damages for the taking shall be awarded to and be the sole property of Landlord. Tenant waives any and all rights to share in any damages or award except that Tenant may make a claim for compensation for leasehold improvements.

ARTICLE 10. DEFAULT, ASSIGNMENT, AND TERMINATION

- 10.1 Restriction Against Subletting or Assignment. Tenant shall not encumber, assign, sublease or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises or any of the Improvements that may now or hereafter be constructed or installed on the Premises without first obtaining the express written consent of Landlord. Consent by Landlord to one assignment, one subletting, or one occupation of the Premises shall not be deemed to be consent to any subsequent assignment, subletting, or occupation of the Premises. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Landlord, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Landlord, terminate this Lease. The consent of Landlord to any assignment of Tenant's interest in this Lease or the subletting by Tenant of the Premises or parts of the Premises shall not be unreasonably withheld.
- 10.2 Default Defined. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:
- 10.2.1 Any failure by Tenant to pay the rent or to make any other payment required to be made by Tenant under this Lease (when that failure continues for ten (10) days after written notice of the failure is given by Landlord to Tenant).
- 10.2.2 The abandonment or vacation of the Premises by Tenant (the absence of Tenant from or the failure by Tenant to conduct business on the Premises for a period in excess of thirty (30) consecutive days shall constitute an abandonment or vacation).
- 10.2.3 A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, when that failure continues for fifteen (15) days after written notice of Tenant's failure is given by Landlord to Tenant; provided, however, that if the nature of that default is such that it cannot reasonably be cured within the fifteen (15) period, Tenant shall not be deemed to be in default if Tenant commences that cure within the fifteen (15) period and thereafter diligently prosecutes it to completion.

- 10.2.4 The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, it is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, when possession is not restored to Tenant within thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, when that seizure is not discharged within thirty (30) days.
- 10.3 Termination of Lease and Recovery of Damages. In the event of any default by Tenant under this Lease, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the right to terminate this Lease and all rights of Tenant hereunder by giving written notice of the termination. No act of Landlord shall be construed as terminating this Lease except written notice given by Landlord to Tenant advising Tenant that Landlord elects to terminate the Lease. In the event Landlord elects to terminate this Lease, Landlord may recover from Tenant:
- 10.3.1 The worth at the time of award of any unpaid rent that had been earned at the time of termination of the Lease;
- 10.3.2 The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided;
- 10.3.3 The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and
- 10.3.4 Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease.

The term "rent" as used in this section shall mean the monthly rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease. As used in subsections (a) and (b) above, "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per year. As used in subsection (c), "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

10.4 Landlord's Right to Continue Lease in Effect.

- 10.4.1 If Tenant breaches this Lease and abandons the Premises before the natural expiration of the term of this Lease, Landlord may continue this Lease in effect by not terminating Tenant's right to possession of the Premises, in which event Landlord shall be entitled to enforce all its rights and remedies under this Lease, including the right to recover the rent specified in this Lease as it becomes due under this Lease. For as long as Landlord does not terminate this Lease, Tenant shall have the right to assign or sublease the Premises with the Landlord's prior written consent. Landlord shall not unreasonably withhold consent.
- 10.4.2 No act of Landlord, including but not limited to Landlord's entry on the Premises, efforts to relet the Premises, or maintenance of the Premises, shall be construed as an election to terminate this Lease unless a written notice of that intention is given to Tenant or unless the termination of this Lease is decreed by a court of competent jurisdiction.
- 10.5 Landlord's Right to Relet. In the event Tenant breaches this Lease, Landlord may enter on and relet the Premises or any part of the Premises to a third party or third parties for any term, at any rental, and on any other terms and conditions that Landlord in its sole discretion may deem advisable, and shall have the right to make alterations and repairs to the Premises. Tenant shall be liable for all of Landlord's costs in reletting, including but not limited to remodeling costs required for the reletting. In the event Landlord relets the Premises, Tenant shall pay all rent due under and at the times specified in this Lease, less any amount or amounts actually received by Landlord from the reletting.

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- 10.6 Landlord's Right to Cure Tenant Defaults. If Tenant breaches or fails to perform any of the covenants or provisions of this Lease, Landlord may but shall not be required to, cure Tenant's breach. Any sum expended by Landlord, with the then maximum legal rate of interest, shall be reimbursed by Tenant to Landlord with the next due rent payment under this Lease.
- 10.7 Cumulative Remedies. Remedies granted to Landlord in this Article shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed by law or provided in this Lease.
- 10.8 Waiver of Breach. The waiver by Landlord of any breach by Tenant of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant either of the same or another provision of this Lease.

ARTICLE 11. GENERAL TERMS

- 11.1 Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party to this Lease shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

If to Tenant: San Benito Health Care District
 Attn: Office of the Chief Executive Officer
 911 Sunset Drive
 Hollister, California 95023

If to Landlord: Kenneth P. Jiang, M.D.
 901 Hillock Court
 Hollister, CA 95023

Either party may change its address for the purpose of this section by giving written notice of that change to the other party in the manner provided in this section.

- 11.2 Binding on Heirs and Successors. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant, but nothing in this section shall be construed as consent by Landlord to any assignment of this Lease or any interest therein by Tenant except as provided in Section 10.1 of this Lease.
- 11.3 Governing Law/Venue. This Agreement shall be construed in accordance with the laws of the State of California, and jurisdiction and/or venue of any action involving the validity, interpretation or enforcement of this Agreement or any of its terms, provisions or obligations or claiming breach thereof, shall exist exclusively in a court or government agency located in San Benito County, California.
- 11.4 Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.
- 11.5 Attorneys' Fees and Costs. If any litigation or other method of dispute resolution is commenced between the parties to this Lease concerning the Premises, this Lease, or the rights and duties of either in relation to the Premises or to this Lease, the prevailing party shall be entitled to, in addition to any other relief that may be granted, a reasonable sum as and for its attorneys' fees, costs and expenses that are determined by the court or arbitrator or mediator, as the case may be, in that dispute resolution or in a separate action brought for that purpose.
- 11.6 Referrals. The parties acknowledge and agree that neither party is required to refer patients to one another, and that no term of this Agreement is intended (i) to create or conditioned on any requirement for referrals to or from Hazel Hawkins Memorial Hospital or other Tenant facilities, (ii) to make or influence referrals to Hospital or other Tenant facilities, or (iii) otherwise generate business for Tenant's facilities. The parties further agree that Tenant shall not directly or indirectly compensate or grant any other financial incentive to Landlord in exchange for any patient referrals that Landlord may make to Tenant's healthcare facilities.

- 11.7 Force Majeure/Unavoidable Delays. If the performance of any act required by this Lease to be performed by either Landlord or Tenant is prevented or delayed by reason of an act of nature, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability that is not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the prompt payment of rent by Tenant as required by this Lease or the performance of any act rendered difficult solely because of the financial condition of the party required to perform the act.
- 11.8 Entire Agreement/Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by written agreement signed by both parties.

The parties hereby execute this Agreement as of the Effective Date first written above.

TENANT
San Benito Health Care District

LANDLORD
Kenneth P. Jiang, M.D.

By: _____
Steven M. Hannah, Chief Executive Officer

Kenneth P. Jiang, M.D.

Date: _____

Date: _____



Contract Terms & Conditions Worksheet – Nick Gabriel, D.O.

Agreement Type: New X Amendment _____ Addendum _____

Medical Director *Professional Services* ED On-Call
 Recruitment Hospital Coverage Leadership/Committee
 Other (specify): Proposal letter

Contracting Entity Name: Nick Gabriel, D.O.

Executive Summary: Nick Gabriel, D.O. is a board-certified general surgeon who has been in practice for over 20 years. He is fellowship trained (*Yale University School of Medicine*) in minimally invasive surgery. He has been with the Dignity Health Foundation in Northern California since 2019. The District wishes to recruit Dr. Gabriel to HHMH with a compensation model based on Fair Market Value and work RVU production.

Services Provided: Dr. Gabriel will provide full-time general surgery services in the hospital’s rural health and specialty clinics, and share in emergency call coverage on a 1:3 rotation.

Department	Cost Center	Person Responsible for Oversight
RHC, MSC & ED	01.7180, 01.7077, 01.7189	1: CEO 2: Dir, Provider Svcs & Clinic Operations

Agreement Terms:

Proposed Effective Date: 1/3/22 Contract Term: 36 months Expiration Date 1/2/25 Auto-renew: Yes

Financial Terms:

Select One: **Funds to be Paid to Hospital** **Funds to be Paid by Hospital**

Contract Rate: Base compensation for years one & two is \$536,000; year three is \$441,000. Physician is eligible for quality metrics incentive compensation up to an additional \$16,000 per contract year. In addition, physician is eligible for productivity-based compensation when RVU production exceeds the 75th %ile.

Recruitment incentive of \$40,000 (\$20,000 for recruitment incentive and up to \$20,000 reimbursement of usual and customary relocation expenses incurred by Physician in relocating from Northern California to this area. The incentive will be forgiven over 2 years from Physician’s Start Date. Standard PSA terms and conditions apply.

Contract Term	FMV %ile	FTE	Base Monthly Cost	Expected Annual Base Cost	Expected Total Base Term Cost
3 years	75th %ile	1.0	\$47,700 (Years 1 & 2) \$38,100 (Year 3)	\$582,000 (Years 1 & 2)* <i>includes recruitment incentives</i> \$551,920 (Year 3)	\$1,695,920

Required Assessment/Attachments (required prior to approval):

done Drafted or template n/a Other Associated Contracts
 done Contract FMV n/a Supplemental doc if FMV >75th %ile
 done Overall FMV done Commercial Reasonableness Documented

10/.



MEMORANDUM

To: SBHCD Board of Directors

From: Steven M. Hannah, MHA
Chief Executive Officer

Date: September 7, 2021

Re: **Recommendation for Board Approval of Findings Supporting Recruitment of a General Surgeon and Approval of Recruitment Incentive for Nick Gabriel, DO.**

Executive Summary

Hospital Administration has identified the recruitment of a physician specializing in general surgery as a recruiting priority for the District's service area. Recruiting a general surgeon to the community will increase access to care, provide additional emergency department call coverage, and provide the opportunity to expand surgery services in the community.

The recommended physician, Dr. Nick Gabriel, received his Doctor of Osteopathy degree from New York College of Osteopathic Medicine and completed a general surgery residency at Wyckoff Heights Medical Center in Brooklyn. He is fellowship trained in advanced laparoscopy.

The proposed physician recruitment requires the execution of a Physician Recruitment Agreement between Dr. Nick Gabriel and SBHCD. The Recruitment Agreement provides for reimbursement of relocation expenses in an amount not to exceed twenty thousand dollars (\$20,000.00). In order to support the recruitment of this physician, the Board needs to make certain findings as set forth in the recommendation below.

Recommendation

Administration requests that the SBHCD Board of Directors approve the following:

1. **The Findings Supporting the Recruitment of a General Surgeon to join the Hospital's Medical Staff:**
 - **The recruitment of a general surgeon by SBHCD is in the best interest of the public health of the communities served by the District; and**
 - **The recruitment incentive proposed and supported by SBHCD for this recruitment is necessary in order to relocate and attract an appropriately qualified physician to practice in the communities served by the District.**
2. **The recruitment incentive in the amount of thirty thousand dollars (\$20,000.00) to be set forth in a Recruitment Agreement between SBHCD and Nick Gabriel, DO.**

Attachments

Curriculum Vitae – Nick Gabriel, DO.

103.

**BOARD OF DIRECTORS
DISTRICT FACILITIES & SERVICE DEVELOPMENT COMMITTEE
VIA TELECONFERENCE**

**Thursday, September 16, 2021
4:00 P.M. – Zoom Meeting**

MINUTES

PRESENT: Bill Johnson, Board Secretary
Steven Hannah, Chief Executive Officer
Mark Robinson, VP/Chief Financial Officer
Barbara Vogelsang, Interim VP/Chief Clinical Officer
Marie Iverson, Clinical Executive Advisor
Jordan Wright, VP/Chief Operating Officer
Richard Tawney, Plant Operations Director
Tina Pulido, Plant Operations Coordinator

I. CALL TO ORDER:

The meeting of the District's Facilities & Service Development Committee was called to order by Bill Johnson at 4:00p.m. via Zoom.

II. REVIEW OF MINUTES:

The minutes of the District's Facilities & Service Development Committee of August 18, 2021, were reviewed.

III. MASTER PLAN:

Steve Hannah reported that they received a scope of work proposal from Adams. Adams has delayed their presentation until the middle of November. In the meantime, their team will be working on pricing and the content of the proposal.

IV. UPDATE ON CURRENT PROJECTS:

○ CAT Scanner:

Richard Tawney reported that he conducted a walkthrough of the area with Chantell McLaren and the Architect, they are reviewing different plan options.

○ Main Entry Canopy Demolition:

Richard Tawney reported that they will continue the demo next week. They are currently on track with possible completion within three weeks to a month.

○ Southside SNF Refresh:

Richard Tawney reported that he is getting bids to replace the flooring in sections for the least amount of disruption to the facility.

- Acute Roof Replacement:
Richard Tawney reported that it will go out to bid next week.

V. CURRENT PROJECTS ON HOLD:

- SPC-4d:
Richard Tawney reported that this is on hold.
- Meditation Garden “Open Area”:
Richard Tawney reported that the Engineering Department will be installing three new benches and rock within the next week or two.
- ER 51-50 Room Refresh:
Richard Tawney reported that due to the ED being busy, Shanell Kerkes will contact Engineering when the room is available.

VI. OTHER PROJECTS:

- Old Allergy Clinic Office:
Richard Tawney reported that they have completed the ADA requirements and Optum Serve is now occupying the office. This project is completed.
- Medical Surgical Clean Utility Room:
Richard Tawney reported that the project is in progress. The room has been primed and cabinetry will be going in this weekend. Estimated completion is one to two weeks.
- Parking Solutions:
Jordan Wright reported that Administration has been discussing the current parking issues. Richard Tawney reported that he will look into possible solutions and report back to the Committee.

VII. ADJOURNMENT:

There being no further business, the meeting was adjourned at 4:13p.m.