



Hazel Hawkins MEMORIAL HOSPITAL

**REGULAR MEETING OF THE BOARD OF DIRECTORS
SAN BENITO HEALTH CARE DISTRICT
911 SUNSET DRIVE, HOLLISTER, CALIFORNIA
THURSDAY, JANUARY 23, 2025 – 5:00 P.M.
SUPPORT SERVICES BUILDING, 2nd-FLOOR, GREAT ROOM
IN-PERSON AND BY VIDEO CONFERENCE**

Members of the public may participate remotely via zoom at the following link <https://zoom.us/join> with the following Webinar ID and Password:

Meeting ID: 991 5300 5433

Security Passcode: 007953

Mission Statement - The San Benito Health Care District is a public agency that serves as a responsive, comprehensive health care resource for its patients, physicians, and the health care consumers of the community.

Vision Statement - San Benito Health Care District is committed to meeting community health care needs with quality care in a safe and compassionate environment.

AGENDA

- | | <u>Presented By:</u> |
|---|-----------------------------|
| 1. <u>Call to Order / Roll Call</u> | (Johnson) |
| 2. <u>Public Comment</u>
This opportunity is provided for members to comment on the closed session topics, not to exceed three (3) minutes. | (Johnson) |
| 3. <u>Closed Session</u>
See the Attached Closed Session Sheet Information. | (Johnson) |
| 4. <u>Closed Session Report</u> | (Counsel) |
| 5. <u>Board Announcements</u> | (Johnson) |
| 6. <u>Public Comment</u>
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. This is the appropriate place to comment on items on the Consent Agenda. Board Members may not deliberate or take action on an item not on the duly posted agenda. Written comments for the Board should be provided to the Board clerk or designee for the official record. Whenever possible, written correspondence should be submitted to the Board in advance of the meeting to provide adequate time for its consideration. Speaker cards are available. | (Johnson) |

7. Consent Agenda – General Business

The Consent Agenda deals with routine and non-controversial matters. The vote on the Consent Agenda shall apply to each item that has not been removed. A Board Member may pull an item from the Consent Agenda for discussion. One motion shall be made to adopt all non-removed items on the Consent Agenda.

A. Consider and Approve Minutes of the Regular Meeting of the Board of Directors – December 19, 2024.

B. Receive Officer/Director Written Reports

- Physician Services & Clinic Operations
- Skilled Nursing Facilities (Mabie Southside/Northside)
- Laboratory and Radiology
- Foundation
- Marketing
- PMO Project Summary

C. Consider and Approve Policies:

- Employee Physical Examination and New Hire Screening
- Oral Contrast for CT Procedures
- Work Hours, Scheduling, and Employee Classification
- Discrimination, Harassment, and Retaliation Prevention
- Leaves of Absence
- Discharge Planning Multidisciplinary Process
- Vacuum Assisted Delivery
- Discharge Planning
- Spiritual, Emotional, and Attitudinal Support
- SBHCD Flexible Time Off

D. Consider and Approve Resolution No. 2025-01 Amending The Conflict of Interest Code

Recommended Action: Approval of Consent Agenda Items (A) through (D).

- ▶ Board Questions
- ▶ Motion/Second
- ▶ Action/Board Vote-Roll Call

8. Receive Informational Reports

A. Chief Executive Officer

- Transaction Update – LOI/Term Sheet Review
- Ad Hoc Committee Report

(Casillas)
(Richard Peil)
(Pack)

▶ Public Comment

B. Chief Nursing Officer

- Dashboard – December 2024

(Descent)

▶ Public Comment

C. Finance Committee – January 16, 2025

- Financial Statements – December 2024
- Finance Dashboard – December 2024

(Robinson)

- Supplemental Payments – December 2024

► Public Comment

9. Action Items:

(Johnson)

- A. Consider approval for Professional Services Agreement with Bay Area Gynecology Oncology, Inc. for a Two-Year Term.

Recommended Action: Approval for Professional Services Agreement with Bay Area Gynecology Oncology, Inc. for a two-year term.

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

- B. Consider approval of Proposal for Wireless Network Upgrade in the amount of \$270,014.

Recommended Action: Approval of Proposal for Wireless Network Upgrade in the amount of \$270,014.

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

- C. Consider approval of Incentive Goals for the Chief Executive Officer.

Recommended Action: Approval of Incentive Goals for the Chief Executive Officer.

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

10. Adjournment

(Johnson)

The next Regular Meeting of the Board of Directors is scheduled for Thursday, February 27, 2025, at 5:00 p.m., Great Room.

The complete Board packet including subsequently distributed materials and presentations is available at the Board Meeting, in the Administrative Offices of the District, and posted on the District's website at <https://www.hazelhawkins.com/news/categories/meeting-agendas/>. All items appearing on the agenda are subject to action by the Board. Staff and Committee recommendations are subject to change by the Board.

Any public record distributed to the Board less than 72 hours prior to this meeting in connection with any agenda item shall be made available for public inspection at the District office. Public records distributed during the meeting, if prepared by the District, will be available for public inspection at the meeting. If the public record is prepared by a third party and distributed at the meeting, it will be made available for public inspection following the meeting at the District office.

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.

Please note that room capacity is limited and is available on a first come first serve basis.

SAN BENITO HEALTH CARE DISTRICT BOARD OF DIRECTORS
January 23, 2025

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)

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):

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)

LIABILITY CLAIMS

(Government Code §54956.95)

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

Agency claimed against: (Specify name): _____

THREAT TO PUBLIC SERVICES OR FACILITIES

(Government Code §54957)

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

PUBLIC EMPLOYEE APPOINTMENT

(Government Code §54957)

Title:

PUBLIC EMPLOYMENT

(Government Code §54957)

Title:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Government Code §54957)

(Specify position title of the employee being reviewed):

Title:

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: Drew Tartala, Human Resources Director

Employee organization:

Unrepresented employee: Chief Executive Officer

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):

1. Trade Secrets, Strategic Planning, Proposed New Programs, and Services.

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

HEARINGS/REPORTS

(Evidence Code Sections 1156 and 1157.7; Health and Safety Code Section 32106)

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

1. Report – Quality of Care/Peer Review/Credentials

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



Hazel Hawkins
MEMORIAL HOSPITAL

**REGULAR MEETING OF THE BOARD OF DIRECTORS
SAN BENITO HEALTH CARE DISTRICT
SUPPORT SERVICES BUILDING, 2ND-FLOOR, GREAT ROOM
IN PERSON AND BY VIDEO CONFERENCE**

THURSDAY, DECEMBER 19, 2024

5:00 P.M.

MINUTES

HAZEL HAWKINS MEMORIAL HOSPITAL

Directors Present

Bill Johnson, Board Member
Devon Pack, Board Member
Victoria Angelo, Board Member
Nick Gabriel, Board Member
Josie Sanchez, Board Member

Also Present

Mary Casillas, Chief Executive Officer
Mark Robinson, Chief Financial Officer
Karen Descent, Chief Nursing Officer
Amy Breen-Lema, Vice President, Ambulatory & Physician Services
Suzie Mays, Vice President, Information & Strategic Services
Michael Bogey, MD, Chief of Staff
Heidi A. Quinn, District Legal Counsel

1. **Call to Order**

Attendance was taken by roll call. Directors Johnson, Pack, Angelo, Gabriel, and Sanchez were present.

A quorum was present, and Director Johnson called the meeting to order at 5:07 p.m.

2. **Introduction of Newly-Elected & Re-Elected**

Director Johnson introduced the newly-elected board members, Dr. Nick Gabriel and Victoria Angelo, and himself as being re-elected.

3. **Election of the President of the Board & Board Officers (Two-Year Term)**

Director Sanchez motioned to nominate Bill Johnson as President; no other nominations were received.

Director Johnson accepted the nomination.

Nominations closed.

No public comment.

Moved/Carried: Johnson, Pack, Angelo, Gabriel, and Sanchez. Approved 5-0 by roll call.

Director Sanchez motioned to nominate Devon Pack as Vice President; no other nominations were received. Director Pack accepted the nomination.

Nominations closed.

No public comment.

Moved/Carried: Johnson, Pack, Angelo, Gabriel, and Sanchez. Approved 5-0 by roll call.

Director Pack motioned to nominate Nick Gabriel for Secretary; no other nominations were received.

Director Gabriel accepted the nomination.

Nominations closed.

No public comment.

Moved/Carried: Johnson, Pack, Angelo, Gabriel, and Sanchez. Approved 5-0 by roll call.

Director Pack motioned to nominate Director Sanchez for Assistant Secretary; no other nominations were received.

Director Sanchez accepted the nomination.

Nominations closed.

No public comment.

Moved/Carried: Johnson, Pack, Angelo, Gabriel, and Sanchez. Approved 5-0 by roll call.

Director Sanchez motioned to nominate Victoria Angelo for Treasurer; no other nominations were received.

Director Angelo accepted the nomination.

Nominations closed.

No public comment.

Moved/Carried: Johnson, Pack, Angelo, Gabriel, and Sanchez. Approved 5-0 by roll call.

4. **Board Announcements**

Director Johnson reported on his visit to Insight in Chicago and Michigan.

5. **Public Comment**

Director Johnson stated that item #6. E (Resolution Amending The Conflict of Interest Code) will be deferred to January, 2025.

An opportunity for public comment was provided, and individuals were given three minutes to address the Board Members and Administration.

Public comment was received.

6. **Consent Agenda - General Business**

A. Consider and Approve Minutes of the Regular Meeting of the Board of Directors – November 21, 2024.

B. Receive Officer/Director Written Reports - No action required.

- Provider Services & Clinic Operations
- Skilled Nursing Facilities (Mabie Southside/Northside)
- Laboratory and Radiology
- Foundation Report
- Public Relations
- PMO Project Summary Report

C. Consider and Approve Policies

- Physician Notification, Delinquency, and Suspension
- Code Blue Resuscitation – Adults
- Performance Development and Evaluation
- Solicitation
- Identification Badges
- Workplace Violence Prevention Program
- Subpoena and Legal Document Processing

D. Consider and Approve Resolution No. 2024-12 Fixing the Times and Dates of the Regular Meetings of the San Benito Health Care District Board from February 27, 2025 – January 22, 2026.

E. Consider and Approve Resolution No. 2024-13 Amending The Conflict of Interest Code

Director Johnson presented the consent agenda items to the Board for action with the exception of item #6. E, which was deferred to the January 2025 meeting. This information is included in the Board packet.

MOTION: By Director Johnson to approve the Consent Agenda with changes to Item C, the Code Blue Policy, so that it states “patient status”, not “victim status”, and to Item D, Resolution No. 2024-12, *Fixing the Times and Dates of the Regular Meetings of the San Benito Health Care Board*, on page 58, to “beginning February 27, 2025,” and on page 59, correcting the effective date of the Resolution to December 19, 2024; and with a change to; Second by Director Pack.

Moved/Seconded/ Carried. Ayes: Directors Johnson, Pack, Angelo, Gabriel, and Sanchez. Approved 5-0 by roll call.

7. **Receive Informational Reports**

A. **Chief Executive Officer**

Mary Casillas provided a verbal CEO report.

- Transaction Update
- Turnover Dashboard
- Staff Engagement

An opportunity was provided for public comment and public comment was received.

B. Chief Nursing Officer

Karen Descent provided a verbal CNO report.

- Recruitment
- FLU/RSV

An opportunity was provided for public comment, and no public comment was received.

C. Facilities Committee

1. Review Facilities Updates – December 2024.

- Current Projects
- Pending Projects
- Master Plan – SPC-4d

Mr. Robinson reviewed the Facilities report, which is included in the packet.

An opportunity was provided for public comment, and no public comment received.

D. Finance Committee

1. Review Financial Updates – November 2024

- Financial Statements
- Finance Dashboard
- Supplemental Payments
- Audited Financial Statements FYE June 30, 2024

Mr. Robinson reviewed the financial statements, dashboard, and supplemental payments. Mr. Jackson, of JWT & Associates LLP presented a review of the audited Financial Statement FYE June 30, 2024. The reports are included in the Board packet.

An opportunity was provided for public comment, and public comment was received.

8. Action Items

A. Consider and Approve Board Member Appointments to a Temporary Advisory Committee regarding Transaction with Insight.

Director Johnson nominated Director Gabriel; no other nominations were received.

Director Gabriel accepted the nomination.

An opportunity was provided for public comment, and public comment was received.

MOTION: By Director Pack to approve the appointment of Director Gabriel to the Temporary Advisory Committee regarding Transaction with Insight, Second by Director Johnson.

Moved/Seconded/ Carried: Ayes: Directors Johnson, Pack, Angelo, Gabriel, and Sanchez. Approved 5-0 by roll call.

9. **Public Comment**

The closed session topics were open for comment, and individuals were given three minutes to address the Board and Administration.

10. **Closed Session**

The members of the board entered into a closed session at 6:57 pm.

The members of the board reconvened to open session at 7:34 pm.

Counsel stated that two (2) items were discussed: 1) Conference with Labor Negotiator and 2) Hearing/Reports under Evidence Code sections 1156 and 1157.7.

As to conference with labor negotiator, direction was provided to the Ad-Hoc Committee comprised of President Johnson and Director Angelo.

As to the last item, this matter is confidential and the report is not disclosable. The report was received and approved.

11. **Adjournment:**

There being no further regular business or actions, the meeting was adjourned at 7:35 p.m.

The next Regular Meeting of the Board of Directors is scheduled for Thursday, January 23, 2025, at 5:00 p.m.



Hazel Hawkins
MEMORIAL HOSPITAL

To: San Benito Health Care District Board of Directors
From: Amy Breen-Lema, Vice President, Clinic, Ambulatory & Physician Services
Date: January 9, 2024
Re: All Clinics – December 2024

2024 Recap of Rural Health and Specialty Clinic's visit volumes

Total visits in all outpatient clinics for 2024 = 27,183

Clinic Location	Total visits
<i>Orthopedic Specialty</i>	2,312
<i>Multi-Specialty</i>	3,823
<i>Sunset</i>	4,760
<i>Primary Care & Surgery</i>	1,706
<i>San Juan Bautista</i>	1,647
<i>1st Street</i>	3,206
<i>4th Street</i>	6,341
<i>Barragan</i>	3,388
Total	27,183

- Provider recruitment activities with anticipated start dates by specialty:
 - Internal Medicine: Dr. Saiham Shahabuddin – January 2025
 - Gynecology/Oncology: Dr. James Lilja – First quarter 2025
 - Endocrinology: Dr. Maria Arambulo – Extended her assignment until April 4, 2025
 - Rheumatology: Dr. Lorilee Sutter – will be rejoining the clinics in April 2025
- Recruitment remains one of our top priorities as we grow and expand access to care. We recognize the importance of building a strong, well-rounded team to meet the diverse needs of our patients. Despite the challenges of physician shortages and a competitive hiring environment, we remain committed to identifying and recruiting talented professionals who share our vision for top-notch patient care.



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 Mabie Southside/Northside Skilled Nursing Facility
 Board Report – December 2024

To: San Benito Health Care District Board of Directors

From: Jaylee Davison, Interim Director of Nursing, Skilled Nursing Facility

1. Census Statistics: December 2024

Southside	2024	Northside	2024
Total Number of Admissions	11	Total Number of Admissions	4
Number of Transfers from HHH	10	Number of Transfers from HHH	3
Number of Transfers to HHH	3	Number of Transfers to HHH	1
Number of Deaths	2	Number of Deaths	0
Number of Discharges	15	Number of Discharges	1
Total Discharges	17	Total Discharges	1
Total Census Days	1279	Total Census Days	1482

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.

2. Total Admissions: December 2024

Southside	From	Payor	Northside	From	Payor
6	HHMH	Medicare	2	HHMH	MEDICARE
1	HHMH	Hospice	1	LOS BANOS POST ACUTE	HOSPICE
3	HHMH/ Re-Admit	Medicare	1	HHMH/OBS	CCA
1	Home	Hospice			

Total: 11

Total:

3. Total Discharges by Payor: December 2024

Southside	2024	Northside	2024
Medicare	15	Medicare	1
Medicare MC	0	Medicare MC	0
CCA	2	CCA	0
Medical	0	Medical	0
Medi-Cal MC	0	Medi-Cal MC	0
Hospice	0	Hospice	0
Private (self-pay)	0	Private (self pay)	0
Insurance	0	Insurance	0

Total:	17	Total:	1
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4. Total Patient Days by Payor: December 2024

	Southside	2024	Northside	2024
Medicare		383	Medicare	61
Medicare MC		0	Medicare MC	0
CCA		768	CCA	1167
Medical		31	Medical	203
Medi-Cal MC		0	Medi-Cal MC	0
Hospice		66	Hospice	50
Private (self-pay)		31	Private (self-pay)	0
Insurance		0	Insurance	0
Bed Hold / LOA		4	Bed Hold / LOA	1
Total:		1283	Total:	1482
Average Daily Census		41.39	Average Daily Census	47.81



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MEMORIAL HOSPITAL

To: San Benito Health Care District Board of Directors
From: Bernadette Enderez, Director of Diagnostic Services
Date: January 2025
Re: Laboratory and Diagnostic Imaging

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Updates:

Laboratory

1. Quality Assurance/Performance Improvement Activities
 - Update on chemistry analyzer project → Assay validation started 1/6/2025. Estimated completion date: 05/2025

2. Laboratory Statistics

	December 2024	2024 total volume
Total Outpatient Volume	3857	46753
Main Laboratory	1046	14090
HHH Employee Covid Testing	4	115
Mc Cray Lab	797	11035
Sunnyslope Lab	312	4742
SJB and 4 th Street	77	739
ER and ASC	1621	16032
Total Inpatient Volume	122	2846

Diagnostic Imaging

1. Service/Outreach
 - Final stages on preparation for new service offering- low dose lung cancer screening

2. Quality Assurance/Performance Improvement Activities
 - Diagnostic Imaging department successfully completed the American College of Radiology (ACR) Mammography Accreditation.



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3. Diagnostic Imaging Statistics

	December 2024	2024 total volume
Radiology	1680	20770
Mammography	715	8732
CT	986	11298
MRI	187	2174
Echocardiography	71	1255
Ultrasound	759	9216



TO: San Benito Health Care District Board of Directors
FROM: Liz Sparling, Foundation Director
DATE: January 2025
RE: Foundation Report

The Hazel Hawkins Hospital Foundation Board of Trustees met on January 9 and welcomed our new Board Members: Jeri Hernandez, Kim Marquez & Kyle Sharp

We had one presentation:

- 1. Dr. Natalie LaCorte, Associate Medical Director at HHMH presented an update on Enhancing the End of Life Care at HHMH. She read a letter sent to the Foundation from a family of a patient who passed away at HHMH. The family was very appreciative of the program.

Financial Report	December
1. Income	\$ 82,277.39
2. Expenses	\$ 138,562.01
3. New Donors	1
4. Total Donations	221

- **Allocations - No Allocations**

Directors Report:

- Our Audit has been completed reviewed in the Finance Committee today. The Committee will review and it will be presented in February.
- We are working on our end of year tax letters that will be mailed later in January and also the Foundation tax return.
- For our new members, we will schedule a Board Orientation and Tour of the Hospital later in January.
- We will start gearing up for our All for 1 Employee Giving Campaign that will run the month of April. This is a great way for employees to donate and designate funds to their own departments.

Fundraising Committee:

- As of January 9, 2025, there have been 1641 total donations to our current campaign, "Invest in the Future of San Benito County Health Care, We Deserve It" totaling \$1,142,591.12 plus the \$100K pledge from the Community Foundation.

Dinner Dance Report:

















- The Committee met and had a wrap up meeting for the event and we are working on the location for the 2025 event.

Scholarship Committee:

- Our 2025 Foundation Scholarship Applications are posted on our website and available at the Hospital front desk. They are for graduating seniors and students in higher education programs in the medical field. Applications are due April 1st.

MARKETING

Social Media Posts

Title	Date published ↓	Reach 📊 11
 It's not too late to get your flu shot! Start the New Year off by getting your flu shot this w... Photo • Hazel Hawkins Hospital	Boost Tue Jan 14, 8:24am	192
 HAZEL HAWKINS HOSPITAL AUXILIARY OFFERS SCHOLARSHIPS FOR 2025 Applications f... Hazel Hawkins Hospital	Boost Mon Jan 6, 1:50pm	270
 HHMH WELCOMES FIRST BABY OF THE NEW YEAR The New Year has just barely begun a... Photo • Hazel Hawkins Hospital	Boost Thu Jan 2, 1:38pm	11.7K
 HAPPY NEW YEAR! Sending out best wishes to our community for a safe, healthy, happy... Photo • Hazel Hawkins Hospital	Boost Dec 31, 2024	302
 IN OBSERVANCE OF NEW YEAR'S DAY OUTPATIENT SERVICES WILL BE CLOSED ON JANU... Photo • Hazel Hawkins Hospital	Boost Dec 31, 2024	415
 Wishing everyone a very Merry Christmas! We are grateful for the dedication of our emp... Photo • Hazel Hawkins Hospital	Boost Dec 25, 2024	350
 Hazel's Treasures Thrift Shop is closed for the Holidays and will re-open on Tuesday, Jan... Photo • Hazel Hawkins Hospital	Boost Dec 24, 2024	4.8K
 Our holiday hours for this week. Photo • Hazel Hawkins Hospital	Boost Dec 24, 2024	403
 'Tis the Season of Giving! Thank you to Mrs. Marcus 5th grade class at Rancho Santana... Photo • Hazel Hawkins Hospital	Boost Dec 23, 2024	1.2K
 Our IT department wishes everyone the Happiest of Holidays with a reminder to be Cybe... Photo • Hazel Hawkins Hospital	Boost Dec 20, 2024	647
 Thanks again all of our First Responders for this great event honoring our employees! W... Reel • Hazel Hawkins Hospital	Boost Dec 20, 2024	--
 Many thanks to Wafflz & Pearlz for the delicious Belgian Waffles they provided to our sta... Photo • Hazel Hawkins Hospital	Boost Dec 19, 2024	507
 Yesterday was a busy day for our staff! Our Leadership Team spent the morning voluntee... Photo • Hazel Hawkins Hospital	Boost Dec 19, 2024	979
 Local law enforcement agencies, fire departments and staff from the county along with t... Photo • Hazel Hawkins Hospital	Boost Dec 18, 2024	940
 Waiting for Santa's arrival! Photo • Hazel Hawkins Hospital	Boost Dec 18, 2024	704
 Yesterday our Security Director, Jorge Ramirez had the honor of hosting new Hollister po... Photo • Hazel Hawkins Hospital	Boost Dec 11, 2024	1.1K
 DECEMBER IS SAFE TOYS AND GIFTS MONTH In the United States, emergency rooms tre... Photo • Hazel Hawkins Hospital	Boost Dec 10, 2024	264

EMPLOYEE ENGAGEMENT

Employees:

- Hazel's Headlines
- Working on National Fun at Work Day event on January 28 for staff
- Working with Employee Engagement Committee to create employee events

MEDIA

Public:

Working with Marcus Young from townKRYER PR agency on proactive PR.

- Press Releases:
 - First Baby of the New Year
 - SBHCD Outlines Covenants with Insight Safeguarding Local Healthcare

COMMUNITY

- Creating community newsletter
- Attended Board of Supervisors meeting
- Assisting with coordination of hospital tour and career opportunity presentations for Hollister High School's Academy of Health Sciences

Project Dashboard - January Board

Project Name	Purpose	Start Date	Go Live	Duration	Status	Priority	HCAI	Key Stakeholder	Role	Update
Inovalon	Nurse Scheduling Software	12/6/2024	2/2/2025	58	In Progress			Jac Fernandez	Senior Director of Acute Care Services	Data validation for import list
Trakstar	Employee Performance Reviews	9/3/2024	2/28/2025	178	In Progress			Drew Tartala	Director Human Resources	IT team to get the UKG integration up and running pending SFTP connection
HUGS/Securitas	Infant Security	4/12/2024	5/1/2025	384	On Hold			Jac Fernandez	Senior Director of Acute Care Services	Pending Wi-Fi package and HCAI approval
BD Anti Diversion	Pharmacy Diversion Tracking	6/24/2024	1/13/2025	203	In Progress			Naveen Ravela	Pharmacy Director	Superuser Training scheduled for 1/9, on track for go live date
BD Installation	New Pyxis Machines	12/4/2024	TBD		On Hold			Naveen Ravela	Pharmacy Director	Internal site walk and confirmation of new unit location > HCAI approval
BD Pharmacy Keeper	IV Compounding Verification	11/14/2024	TBD		On Hold			Naveen Ravela	Pharmacy Director	Pending communication with Meditech regarding Print Intercept
Access Forms	Registration Forms	9/3/2024	1/16/2025	135	In Progress			Mike Brink	Director Patient Registration	Go live on track for 1/16, wrapping up training for clinic staff
ABBOTT Lab Rebuild	Updated Lab Equipment		TBD		In Progress			Bernadette Enderez	Lab/Radiology Director	OSHPD inspection occurred and passed. (Abbott) can move forward with Assay Integration work on Jan. 6th after Holidays. Our next scheduled project meeting is Jan. 8th
Bepoz	Café POS / Swipe to Pay for Meals	9/3/2024	3/31/2025	209	In Progress			Jessica Kopecky	Certified Dietary Manager	Confirming current POS RFID reader is valid for all badge types. Internal data validation and ownership of data > UKG integration

Project Dashboard - January Board

Hicuity	ICU/Medsurg remote telemetry	9/15/2024	TBD		On Hold	Jac Fernandez	Senior Director of Acute Care Services	Technical delay: VPN disconnection issues between the HazelHawkins ASA and Sophos again (meeting scheduled for 1/6/25)
Lucidoc	Policies/Procedures Document Manager	2023	1/15/2025		Ongoing	Suzie Mays	VP Information & Strategic Services	Training has been provided to directors and automation of the software is in progress.
Right Hear	ADA Accessibility for Bluetooth Campus Navigation	10/28/2024	2/28/2025	123	In Progress	Suzie Mays	VP Information & Strategic Services	Beacons are all configured, need to test with internal walkthrough before we bring in IT and engineering > next steps will be to market to staff
Stryker OR Rebuild	Updating OR per OSHPD Requirements	11/20/2024	12/31/2025	406	Not Started	Mendi Suber-Ventura	Director of Surgical Services	Stryker to provide proposal on 1.14.25
Wi-Fi Upgrade	Wireless Infrastructure Upgrade	9/16/2024	3/25/2025	190	On Hold	Salomon Mercado	Director of Inf Tech	Going to January's Board meeting for approval
Boiler Replacement	Replace Existing Boiler to Enhance Efficiency & Reliability	1/10/2024	TBD		In Progress	Doug Mays	Senior Director Support Services	Fire Wrap ammended construction document needs approval
Air Handler Unit (AHU)	Emergency Interim Install	11/18/2024	1/31/2025	74	In Progress	Doug Mays	Senior Director Support Services	Looking to close the emergency project and proceed with replacement
Sterilizer/Autoclave Installation	Replace Aging Equipment	4/25/2024	TBD		In Progress	Bernadette Enderez	Lab/Radiology Director	Equipment purchased. DPORs to prepare ACD, DPORs to visit the site. Traenor to peer review ACD
Lab Remodel	Remodel of LAB	6/3/2024	TBD		Ongoing	Bernadette Enderez	Lab/Radiology Director	Going out to bid for General Contractor to manage the subs
2nd Floor SSB Doors Installation	Engineering to complete permit process & installation	TBD	TBD		On Hold	Doug Mays	Senior Director Support Services	Letter needed from the state showing SSB is not under OSHPD

Project Dashboard - January Board

Seismic	Upgrade to Meet HCAI Seismic Compliance & Safety Standards	TBD	TBD	TBD	Ongoing	Doug Mays	Senior Director Support Services	No updates
National Graphics	Implement New Forms Vendor	8/9/2024	Ongoing		Ongoing	Maria Barrientos	Purchasing Manager	80 forms have been sent to NG to include in inventory. Development of a website for ordering forms is in progress.
Rural Hospital Relief Fund	Grant Application - Seismic				In Progress	Doug Mays	Senior Director Support Services	Grant Application Accepted
MRI Upgrade	Proposal submitted	TBD	TBD		On Hold	Bernadette Enderez	Lab/Radiology Director	Proposal submitted
*Radiology Masterplan	Assessment of equipment and remodel	11/1/2025	TBD		Not Started	Bernadette Enderez	Lab/Radiology Director	Meeting to be scheduled to discuss requirements
*Imaging Trailer Pad Make Ready	Treanor to help when MP starts	TBD	TBD		Not Started	Bernadette Enderez	Lab/Radiology Director	Proposal Submitted, Treanor to provide recommendation after Radiology Master Planning has started.
*Verkada	Security / SSO + Door Access	TBD	TBD		Not Started	Jorge Ramirez	Director of Emerg Mgmt & Security	Not started
Soleran	Replace current engineering ticketing system	1/1/2025	TBD		In Progress	Doug Mays	Senior Director Support Services	Contract signed. Soleran PM assigned to project
Totals			AVG	196.0				
TASK STATUS %								
STATUS	COUNT	%						
Not Started	5	19%						
In Progress	11	41%						
Overdue	0	0%						
On Hold	7	26%						
Ongoing	4	15%						
TOTAL	27	100%						
PROJECT PRIORITY %								
PRIORITY	COUNT	%						
High								
Medium								
Low								
TOTAL	0	0%						

estimated go-live	
planned go live	
started	



Memorandum

To: Board of Directors
From: Suzie Mays
Vice President, Information & Strategic Services
Date: January 13, 2025
Re: Policies for Approval

Please find below a list of policies with summary of changes for Board of Directors approval. All revised policies are available for review upon request. New policies are included in the packet.

Policy Title	Summary of Changes
Employee Physical Examination and New Hire Screening	Policy updated to clarify the completion requirements. Specifies the timeline for completing required physical exams and screenings for new hires. Outlines the consequences for failure to complete these requirements on time.
Oral Contrast for CT Procedures	Improved flow by including a table to differentiate between inpatients/ER patients, outpatients, and the various types of oral contrast. Added specific instructions for bariatric patients.
Work Hours, Scheduling, and Employee Classification Policy	Combined Work Hours and Schedule Policy with Employment Categories Policy.
Discrimination, Harassment, and Retaliation Prevention Policy	Eliminated redundancies, ensure appropriate departments/titles, and align with 2025 regulatory changes.
Leaves of Absence	Updated to comply with 2025 Laws.

Discharge Planning Multidisciplinary Process	Removed all information that was included in the Discharge Planning Policy, since this is specific to multidisciplinary.
Vacuum Assisted Delivery	New policy.
Discharge Planning	New policy replacing High Risk Criteria & Referrals; Discharge Planning – SNF & Home Health Care Referrals on Discharge; Initiating Palliative Care or Hospice Referral; End of Life Care Options.
Spiritual, Emotional, and Attitudinal Support	New policy to meet regulatory requirements.
SBHCD Flexible Time Off	New policy.



DocID: 12105
 Revision: 0
 Status: Pending Committee Approval
 Department: Obstetrics
 Manual(s):

Policy : Vacuum Assisted Delivery

POLICY

It is the policy of Hazel Hawkins Memorial Hospital that vacuum assisted deliveries be safely performed by MDs with privileges and experience.

PURPOSE

To provide guidelines for the registered nurse (RN) in collaboration with physicians, in the management of patients with vacuum extraction operative vaginal deliveries.

GENERAL INFORMATION

Vacuum extraction accounts for over 80 percent of operative vaginal deliveries in the United States. Prior to proceeding with the vacuum-assisted delivery, the MD should clinically evaluate maternal pelvic dimensions in relation to fetal size and estimated fetal weight, presentation, and position. The fetus should be >34 weeks gestation and with a well-engaged head.

DEFINITIONS

Vacuum- Assisted Vaginal Delivery: considered a form of operative vaginal delivery, the vacuum- assisted delivery is a procedure where an MD utilizes a vacuum extractor to expedite fetal descent and rotation through the maternal pelvis. The procedure is performed by applying the cup of the vacuum to the occiput of the vertex and using gentle pressure and traction in conjunction with maternal expulsive forces to expel the fetus. Maximum time a vacuum can be used is 10-15 minutes.

Indications	
Prolonged second stage of labor	<ul style="list-style-type: none"> <i>Nulliparous women:</i> Lack of progress for 3 hours with regional anesthesia, or 2 hours without anesthesia <i>Multiparous Women:</i> lack of progress for 2 hours with regional anesthesia or 1 hour without anesthesia Shortening of 2nd stage due to maternal exhaustion
Suspicion of immediate or potential fetal compromise contraindications	
Contraindications	
<ul style="list-style-type: none"> Non-Vertex presentation (Breech, face, brow presentation, transverse lie) Suspected cephalopelvic disproportion Suspected macrosomia, or risk of shoulder dystocia Less than 34 weeks gestation Unengaged vertex 	

- Incompletely dilated cervix
- Suspected fetal bleeding anomalies: hemophilia, Von-Willebrands, Alloimmune Thrombocytopenia
- Osteogenesis Imperfecta

Recommended Safeguards

- Traction should be maintained according to manufacturer recommendations.
- Traction is exerted with the uterine contractions and maternal expulsive efforts. Pressure may be reduced to the yellow zone between contractions.
- Pressure may not exceed green markings on pump
 - Kiwi: 600mmHg
- Rotation of the head should be allowed to take place spontaneously as traction is applied and should not exceed 45 degrees
- **Maximum 3 pulls** unless vertex at introitus and delivery imminent (per provider discretion).
- **Maximum 3 detachments (pop-offs)** during one trial of vacuum extraction
- **Maximum 15 minutes** from application of vacuum to delivery, releasing pressure
- **Maximum 10 minutes** from application of vacuum to delivery without releasing pressure

Risks Associated with Vacuum-Assisted Delivery

Maternal	Increase risk of lacerations of the vagina, cervix and or perineum
Neonatal	<ul style="list-style-type: none"> • Caput succedaneum; Cephalohematoma • Abrasions and/or bruising of the scalp • Epicranial subaponeurotic or subgaleal hematoma • Intracranial hemorrhage and/or signs of cerebral irritation • Retinal hemorrhage • Increased risk for hyperbilirubinemia

A. Application/Procedure

1. Explain procedure to patient and how best to assist the MD and RN in accomplishing a successful vaginal delivery
2. Obtain a Kiwi Vacuum Delivery System.
3. Using sterile technique, place the Kiwi System on the delivery table.
4. Perform a "timeout" prior to the procedure: including the OB, pediatrician, anesthesia personnel, and the RN that specifies the plan for delivery and availability of immediate Cesarean Section.
5. Between contractions (with released pressure) the physician will position the vacuum cup on the occiput of the vertex (an episiotomy does not have to be performed, but can be done at physician's discretion)
6. When the cup is in place, the physician will rapidly pump the vacuum pressure to the recommended initial pressure and the required pressure at the onset of contraction.

Kiwi

Initial Pressure

Onset of Contraction

100mm Hg

450-600 mmHg

7. During the contraction, the OB will exert traction on the vacuum.
8. Between the contractions, pressure may be released to 100mg Hg.
9. Repeat the process for each contraction.
10. Limit total time of vacuum use to 10-15 minutes. With use of hand pump, some pumping may be required following initial application in order to maintain a tight seal.
11. Release vacuum pressure with the release button after the head is delivered.
12. OB will then ease the vacuum cup from the infant's head and complete birth in a normal manner.
13. Kiwi Vacuum System can then be disposed of with other hazardous waste.

A. Documentation

1. Physician Documentation: estimated fetal weight; verbal consent obtained including risks benefits and alternatives. Physician must dictate procedure in electronic medical record within 24 hours.
2. RN Documentation (electronic medical record):
 - a. Delivery summary: indicate vacuum-assisted delivery
 - b. Time of application and re-application of vacuum
 - c. Each time pressure is applied and released
 - d. Maternal and fetal response
 - e. Document patient teaching

B. Patient Education

1. Explain procedure and how they can assist MD by pushing during contraction when MD indicates and answer any questions they may have.

AGE SPECIFICATIONS

Childbearing Age

EQUIPMENT

Kiwi - disposable cup

AUTHORITY, REFERENCES AND APPROVAL

ACOG Practice Bulletin, Clinical Management Guidelines for Obstetrician-Gynecologists, November 17, June 2000 Reaffirmed 2018

Greenberg, J. UpToDate: Procedure for vacuum-assisted operative vaginal delivery.

Retrieved December 28, 2019, from <https://www.uptodate.com/contents/procedure-for-vacuum-assisted-operative-vaginal-delivery?search=vacuum>

%20assisted%20delivery&source=search%20result&selectedTitle=1-63&usage%20type=default&displayrank=1. Retrieved on December 27, 2019).

Kilpatrick, S.J., Papile, L.-A., Macones, G.A., & Watterberg, K.L. (2017). Guidelines for perinatal care. Elk Grove Village, IL: American Academy of Pediatrics.

Document Owner: Fernandez, Jacqueline
Collaborators: Tomasini, Jana
Silva, Clover
Descent, Karen

Approvals

- **Committees:** (01/13/2025) Policy & Procedure Committee, (Not yet approved) Medical Executive Committee, (Not yet approved) Board of Directors,

- **Signers:**

Original Effective Date:

Revision Date:

Review Date:

Attachments:

(REFERENCED BY THIS DOCUMENT)

Other Documents:

(WHICH REFERENCE THIS DOCUMENT)

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DocID: 12271
Revision: 0
Status: Pending Committee Approval
Department: Nursing Administration
Manual(s): Nursing Policy Manual

Policy : Discharge Planning

PURPOSE

To establish a standardized approach to discharge planning in accordance with California state regulations, ensuring that all patients discharged from Hazel Hawkins Memorial Hospital receive comprehensive care plans, appropriate follow-up services, appropriate arrangements for post-hospital care.

All patients post-hospital care arrangements are made prior to discharge and the resources necessary for a safe transition from the acute care setting.

Every patient (or their caregiver) has the right to choose the provider for any post hospitalization care ordered by their physician.

If the hospital determines that the patient and family members or interested persons need counseling to prepare them for post-hospital care, the hospital shall provide for that counseling.

POLICY

Hazel Hawkins Memorial Hospital shall provide appropriate arrangements for post-hospital care, including, but not limited to, care at home, hospice care, or care in a skilled nursing or intermediate care facility.

Arrangements for post hospital care are made prior to discharge for those patients who are likely to suffer adverse health consequences upon discharge without adequate discharge planning. If the hospital determines that the patient and/or family members need counseling to prepare them for post-hospital care, the hospital shall provide for that counseling.

PROCEDURE

1. The Registered Nurse, during the admission process, as part of the discharge planning process, shall obtain information regarding each patient social situation, and patients that have a high risk of difficulty in the psychosocial areas of functioning.

- a. Patients with a high risk of difficulty in the psychosocial areas of functioning are defined as high-risk patients.
 - b. The Registered Nurse will make referrals to Social Service / Case Management for those patients identified as high-risk. These are high priority referrals.
2. During daily multidisciplinary care conferences, each patient, their diagnoses, plans of care and discharge needs are discussed.
 3. Referrals to Social Service / Case Management can be made by anyone, including the patient, the attending physician, nursing personnel or other attending staff members can make a referral. The referral may be written or verbal. It should specify the nature of concern for the patient and/or the patient's family. Specific information about the patient or family should be in the referral.
 4. The Social Worker / Case Manager may initiate discharge planning/social work on any patient with or without a referral. Some indications of a potential need for service include the following:
 - a. AGE
 - i. 65 or older, living alone or with a non-capable caregiver
 - ii. Under age 18, suspected abuse, neglected
 - iii. Intellectually disabled, regardless of age
 - iv. Individuals of all ages who are admitted from or anticipate being transferred to nursing homes, residential care homes or specialty hospital
 - v. Pregnant minors under 16
 - b. RESIDENCE
 - i. Any person admitted who does not reside in the area normally served by the hospital and who may need follow-up treatment and care
 - ii. Unclear or no known place of residence
 - iii. Patients who can no longer live alone and need to be considered for placement
 - c. BEHAVIORAL FACTORS
 - i. History or noncompliance with health care plan
 - ii. Readmission 30 days
 - iii. Attempted suicide/suicidal tendencies
 - iv. Possible or active substance abuse (alcohol, chemical)

v. Manipulative, aggressive or other behavioral problems

d. SOCIAL/FAMILIAL

- i. No identification – John/Jane Doe
- ii. Next of kin and/or guardianship need
- iii. Interfamily problems
- iv. No known social support system
- v. Domestic violence
- vi. Spiritual distress
- vii. Patients with acute financial need
- viii. Patients who need help securing child care or homemaker services during or after hospitalization

e. MEDICAL

- i. Patients in need of follow-up treatment, teaching and/or referral to other agencies (home care, hospice, skilled nursing facility, higher level of care)
 - ii. Patients with inadequate financial resources
 - iii. Patients who may require special equipment in the home (durable medical equipment)
 - iv. Diagnosis requiring hospitalization of five (5) days or longer
 - v. Patients with changes in body image -stoma
 - vi. Patients with cognitive deficiencies
 - vii. Patients requiring supportive care – transportation, groceries
 - viii. Patients with newly diagnosed chronic or terminal disease (cancer, COPD, diabetes).
12. The registered nurse, during the admission process, as part of the discharge planning process, shall have the patient identify one caregiver who may assist in post-hospital care. This nurse documents the “post-hospital caregiver’s name and contact information” in the patient’s medical chart.
- a. In the event that the patient or legal guardian declines to designate a caregiver, the hospital shall promptly document this declination in the patient’s medical record, when appropriate.
 - b. In the event that the patient is unconscious or otherwise incapacitated upon admittance to the hospital, the hospital shall provide the patient or patient’s legal guardian with an opportunity to designate a caregiver within a specified time period, at the discretion of the attending physician, following the

patient's recovery of consciousness or capacity. The hospital shall promptly document the attempt in the patient's medical record.

- c. For the purposes of this section, "caregiver" means a relative, friend, or neighbor who provides assistance related to an underlying physical or mental disability but who is unpaid for those services.
14. The nurse, case manager or social worker shall notify the patient and designated family caregiver of the patient's discharge or transfer to another facility as soon as possible and, in any event, upon issuance of a discharge order by the patient's attending physician. If unable to contact the designated caregiver, the lack of contact shall not interfere with, delay, or otherwise affect the medical care provided to the patient or an appropriate discharge of the patient. The hospital shall promptly document the attempted notification in the patient's medical record.
15. The case manager and/or social worker will review the patient's chart for pertinent medical and/or social information. The patient and/or family are interviewed to determine current living arrangements, need for community referrals or future assistance. Evaluation and recommendations are documented in the patient's medical record.
16. The case manager/social worker/nurse discusses the following key areas with the patient and family to prevent problems at home:
 - a. Describe what life at home will be like
 - b. Review medications
 - c. Highlight warning signs and problems
 - d. Explain test results
 - e. Make follow up appointments
17. The patient and family are educated in plain language about the patient's condition, discharge process, and next steps throughout the hospital stay
18. The case manager/nurse listens to and honors the patient's and families goals, preferences, observations, concerns and informs the patient and/or family caregiver of continuing health care requirements following discharge from the hospital.
 - a. The right to information regarding continuing health care requirements following discharge shall also apply to the person who has legal responsibility to make decisions regarding medical care on behalf of the patient, if the patient is unable to make those decisions for himself or herself.
 - b. The hospital shall set up family meetings with the doctor, case manager, social services and patient and/or family to provide an opportunity for the patient and his or her designated family caregiver to engage in the

- discharge planning process, which shall include providing information and, when appropriate, instruction regarding the post-hospital care needs of the patient.
- i. The information shall be provided in a culturally competent manner and in a language that is comprehensible to the patient and caregiver, consistent with the requirements of state and federal law, and shall include an opportunity for the caregiver to ask questions about the post-hospital care needs of the patient.
 - ii. This information shall include, but is not limited to, education and counseling about the patient's medications, including dosing and proper use of medication delivery devices, when applicable.
 21. For transfers to a higher level of care, acute rehabilitation, long-term acute care, or a skilled nursing facility (SNF), a physician order is required with a diagnosis and skilled care need that justifies the service.
 22. The Discharge/Transfer Summary shall accompany the patient upon transfer to a skilled nursing or intermediate care facility. The transfer summary shall include essential information relative to the patient's diagnosis, hospital course, pain treatment and management, medications, treatments, dietary requirement, rehabilitation potential, known allergies, and treatment plan.
 23. At the time of discharge/transfer to a skilled nursing facility or intermediate care facility the patient and/or the patient's legal representative must receive:
 - a. A copy of the discharge/transfer summary
 - b. A copy of the discharge medications
 - c. A copy of the Notice of PASRR Level 1 Screening Results
 - d. Information regarding each medication dispensed, pursuant to Section 4074 of the Business and Professions Code.
 25. Every patient anticipated to be in need of long-term care at the time of discharge are to be provided with contact information for at least one public or nonprofit agency or organization dedicated to providing information or referral services relating to community-based long-term care options appropriate to the needs and characteristics of the patient.
 - a. Contact information for the area Agency on Aging serving California Aging & Disability Resource Connection of San Benito County in partnership with Jovenes de Antano.
 - b. Aging & Disability Resource Connections (EDRC) Contact: 888-637-6757
 - c. Senior Council of Santa Cruz & San Benito Counties Contact: 831-688-0400

27. During the discharge planning process, written information about home care agencies, skilled nursing facilities, and hospice agencies are provided to the patient and/or designated family caregiver.
28. For oxygen, walker, hospital bed, wheelchair or other required equipment for home, a physician order is required with a diagnosis and specific criteria and that justifies the device(s).
29. For hospice at home or in a health care setting, or palliative care, a physician order is required with a diagnosis that justifies the service.
 - a. Hospice eligibility requires certification that the patient has less than six months to live if the disease follows its usual course.
 - b. Palliative care is began at the discretion of the physician and patient at any time, at any stage of illness, terminal or not.
30. When a patient is diagnosed with a terminal illness, or they are nearing the end of their life, a case management/social service consult is requested for assistance for further discussion in regards to the decision making of palliative care, hospice care or further treatment. As able, a family meeting is arranged to discuss end of life care with the patient, physician, care team and family members.
 - a. The comprehensive information discussed shall include, but not be limited to, the following:
 - i. Hospice care at home or in a health care setting.
 - ii. A prognosis with and without the continuation of disease-targeted treatment.
 - iii. The patient's right to refusal of or withdrawal from life-sustaining treatment.
 - iv. The patient's right to continue to pursue disease-targeted treatment, with or without concurrent palliative care.
 - v. The patient's right to comprehensive pain and symptom management at the end of life, including, but not limited to, adequate pain medication, treatment of nausea, palliative chemotherapy, relief of shortness of breath and fatigue, and other clinical treatments useful when a patient is actively dying.
 - vi. The patient's right to give individual health care instruction pursuant to Section 4670 of the Probate Code, which provides the means by which a patient may provide written health care instruction, such as an advanced health care directive, and the patient's right to appoint a legally recognized health care decision maker.
 - b. The patient or another person authorized to make health care decisions is notified of his or her rights, comprehensive information, and/or to discuss treatment options.

- c. As appropriate, if patient agrees, hospice is consulted. The hospice representative attends the family meeting and the hospice agency provides counseling regarding legal end-of-life options.
33. If a health care provider does not wish to comply with his or her patient's request or, when applicable, the request of another person authorized to make health care decisions, as defined in Section 4617 of the Probate Code, for the patient for information on end-of-life options, the health care provider shall do both of the following:
 - a. Refer or transfer a patient to another health care provider that shall provide the requested information.
 - b. Provide the patient or other person authorized to make health care decisions for the patient with information on procedures to transfer to another health care provider that shall provide the requested information.
36. The hospital's discharge planning department will maintain a complete and accurate file of community based health services and facilities including long-term care, home care, hospice, and palliative care.
 - a. During the discharge planning process, the patient and/or caregiver are provided a list/brochure of post-hospital providers.
 - b. The patient and/or caregiver will be informed of their right to choose the provider and will inform the case manager / staff of their choice.
 - c. The patient and/or caregiver choice will be documented in the patient's medical record.
37. The physician will be informed of the patient's choice and appropriate arrangements will be made for the post hospital continuity of care.
 - a. Orders will be obtained for home care, skilled nursing, palliative care, hospice or outpatient therapy as appropriate.
 - b. The provider will be contacted to ensure they can accept patient
 - c. Orders, Demographics, History & Physical, Discharge Summary and Discharge Medication list with treatments and follow up care are to be faxed to provider.
 - d. Receipt to be confirmed by phone that the facility received and are accepting the patient for post-hospital care.

REFERENCES

Section 4321 of the Balanced Budget Act, 1997;

Section 4074 of the Business and Professions Code;

Discharge Planning and Transitions of Care Sarah A Bajorek, PharmD, BCACP; Vanessa McElroy, RN, BSN,PHN, ACM-RN IQCI 3/01/2020

AHRQ and Health Equity; Advancing Excellence in Healthcare; Agency for healthcare research and Quality; Guide to Patient and Family Engagement. Retrieved from www.ahrq.gov 3/01/2024

California Department of Public Health (CDPH). California Code of Regulations: Title 22, Division 5, Chapter 1, Section 70711. Retrieved from govt.westlaw.com on 10/01/2024.

AFFECTED DEPARTMENTS

All Inpatient Nursing Departments. Department of Medicine.

Document Owner: Flaten, Kimberly
Collaborators: Flaten, Kimberly
Pfeiffer, Kimberly
Silva, Clover
Descent, Karen

Approvals

- **Committees:** (01/13/2025) Policy & Procedure Committee, (Not yet approved) Board of Directors,

- **Signers:** *Jacqueline Fernandez*
Jacqueline Fernandez (12/31/2024 10:54AM PST)

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Attachments:

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Other Documents:

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DocID: 12257
Revision: 0
Status: Pending Committee Approval
Department: Nursing Administration
Manual(s):

Policy : Spiritual, Emotional, and Attitudinal Support

PURPOSE:

To provide total patient care that relates or supports the spiritual, emotional and attitudinal health of the patient, patients' families, visitors and hospital personnel

POLICY

It is the policy of Hazel Hawkins Memorial Hospital that patients, patients' families, visitors and hospital personnel receive support for their spiritual, emotional and attitudinal health needs. Many people receive support and emotional strength through their religious beliefs. Addressing the spiritual needs of the patients may enhance their ability to cope. This policy applies to inpatients only. It does not apply to patients who receive care, treatment, or service in outpatient settings.

PROCEDURE:

1. The nurse as part of the Admission Assessment will assess the patient's religious affiliation during the initial assessment.
2. The social worker/case manager/admitting nurse will coordinate the spirituality services.
3. With the patient's approval, clergy will be contacted to visit the patient during hospitalization to provide spiritual counseling. For those patients residing outside the area or whose spiritual counsel cannot visit, efforts will be made to offer an alternative.
4. Possibilities to secure spiritual counsel may include, but are not be limited to:
 - Contacting spiritual leaders in the community that are available to visit patients and/or provide a non-denominational service
 - Contacting individual patient's spiritual counsel and asking them to visit the patient during the stay

REFERENCES:

California Department of Public Health (CDPH). California Code of Regulations: Title 22, Division 5, Chapter 1, Section 70709. Retrieved from gov.westlaw.com on 10/01/2024.

AFFECTED DEPARTMENTS:

All Departments

Document Owner: Flaten, Kimberly
Collaborators: Pfeiffer, Kimberly
 Descent, Karen
 Silva, Clover
 Flaten, Kimberly

Approvals

- **Committees:** (01/13/2025) Policy & Procedure Committee, (Not yet approved) Board of Directors,

- **Signers:**

Original Effective Date:

Revision Date:

Review Date:

Attachments:

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Other Documents:

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DocID: 12286
Revision: 0
Status: Pending Committee Approval
Department: Human Resources
Manual(s):

Policy : SBHCD: Flexible Time Off (FTO)

PURPOSE

The Flexible Time Off (FTO) policy is designed to provide Administration and Directors with flexibility in managing their personal and professional time while supporting San Benito Health Care District's (SBHCD) operational needs. This policy aims to promote work-life balance, ensure compliance with California and federal employment laws, and maintain alignment with public sector best practices.

POLICY

Under the FTO policy, Administration can take time off as needed without accruing traditional leave balances, such as vacation or sick leave, provided they maintain satisfactory performance, meet organizational priorities, and comply with applicable legal requirements. Directors may opt into the FTO policy by completing a formal transition form or retain their current PTO structure. Directors transitioning to FTO will adhere to the same terms and conditions as outlined in this policy.

DEFINITIONS

Flexible Time Off (FTO): A non-accrued leave system allowing Administration to take time off for various personal or professional needs without the accrual of traditional leave balances, such as vacation or sick leave.

Administration: Refers specifically to the C-suite executives within SBHCD, including but not limited to the Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Nursing Officer (CNO), and Vice President (VP) positions.

Directors: Senior leaders within the district who report to administration.

CEO or Designee: Refers to the CEO or a designated member of Administration to whom staff report to.

Operational Requirements: The organizational priorities and staffing needs necessary to maintain the effective functioning of SBHCD.

Satisfactory Performance: Fulfillment of job responsibilities at a level deemed acceptable by the CEO or designee, with no significant concerns regarding productivity or conduct.

Planned FTO: Leave requested in advance for foreseeable needs, such as vacation or scheduled personal matters.

Unplanned/Emergency FTO: Leave required for unforeseen circumstances, such as illness or emergencies.

California Paid Sick Leave Law: A provision under California Labor Code § 246 allowing administration to take time off for self-care, care of family members (kin care), or addressing situations involving domestic violence, sexual assault, or stalking.

PROCEDURE

Eligibility and Transition:

As indicated above, the FTO policy applies to all administration and Directors. Directors have the option to opt into the FTO structure or maintain their current PTO system.

A deadline for submission of the election form will be communicated by the HR department. Directors who fail to submit the form by the deadline will default to their existing PTO structure until further notice. Any changes to their election can only be made during the designated review period or upon significant changes to the policy.

FTO Use:

FTO may be used for various purposes, including vacation, personal matters, or illness, provided that job performance and operational requirements are maintained. FTO includes compliance with California's Paid Sick Leave Law (California Labor Code § 246). It should be noted that FTO is non-accrued and, as such, unused FTO is not subject to payout upon termination, resignation, or retirement, in accordance with California labor laws.

The use of FTO is contingent on maintaining satisfactory job performance. If performance concerns arise, or if operational needs require, the CEO or designee reserves the right to deny FTO requests. Misuse of FTO, including frequent unapproved absences that negatively impact job performance, may result in disciplinary action, up to and including termination.

Requesting Off:

To request FTO, Administration and Directors must submit their requests in writing or through the designated time-tracking system. Planned FTO requests should be made in advance whenever possible. Unplanned or emergency absences must be communicated to the CEO or designee at the earliest practicable time. Approval of all FTO requests is subject to the organization's operational needs and the discretion of the CEO or designee.

The CEO or designee is responsible for reviewing and approving FTO requests to balance the staff's needs with SBHCD's strategic priorities and operational requirements. They must also ensure that staff using FTO continue to meet performance expectations.

Leave Compliance:

SBHCD complies with all federal and California state leave laws, including but not limited to the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL). The FTO policy is designed to complement and work in conjunction with these statutory leave entitlements. Staff requiring leave under these laws will be provided with the appropriate time off in accordance with applicable policies and procedures.

Non-Retaliation:

SBHCD strictly prohibits any form of retaliation against staff for taking FTO in accordance with this policy or for exercising their rights under state or federal law.

Policy Review and Updates:

This policy will be reviewed periodically to ensure continued compliance with applicable laws and alignment with the strategic goals of SBHCD. Any updates or revisions will be communicated to all eligible employees in a timely manner.

REFERENCES

California Labor Code § 246 – Sick Leave

California Labor Code § 233 – Kin Care

Fair Labor Standards Act (FLSA)

Document Owner: Tartala, Drew
Collaborators: Ortez, Cynthia
Tartala, Drew

Approvals

- **Committees:** (01/13/2025) Policy & Procedure Committee, (Not yet approved) Board of Directors,

- **Signers:**

Original Effective Date:

Revision Date:

Review Date:

Attachments:
(REFERENCED BY THIS DOCUMENT)

Other Documents:
(WHICH REFERENCE THIS DOCUMENT)

Paper copies of this document may not be current and should not be relied on for official purposes. The current version is in Lucidoc at

<http://hzh-iis.hazelhawkins.com/?returnto=%2Fcgi%2Fdoc-gw.pl%3Fref%3Dhnhm%3A12286%240>.

RESOLUTION NO. 2025-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN BENITO HEALTH CARE DISTRICT AMENDING THE
CONFLICT OF INTEREST CODE PURSUANT TO THE
POLITICAL REFORM ACT OF 1974**

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the San Benito Healthcare District (the “District”), and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the Board of Directors adopted a Conflict of Interest Code (the “Code”) in compliance with the Act, which was amended December 5, 2024, and

WHEREAS, subsequent changed circumstances within the District have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the District’s Code and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Board of Directors of the San Benito Health Care District, the proposed amended Code was provided each affected designated employee and publicly posted for review at the offices of the District; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the Board of Directors on January 23, 2025, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Benito Healthcare District that the Board of Directors does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Executive Assistant and available to the public for inspection and copying during regular business hours;

BE IT FURTHER RESOLVED that the said amended Code shall be submitted to the Board of Supervisors of the County of San Benito for approval and said Code shall become effective immediately upon approval by the Board of Supervisors of the proposed amended Code as submitted.

APPROVED AND ADOPTED this 23rd day of January 2025.

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

ATTEST:

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

Conflict of Interest

The purpose of this policy is to ensure that decisions about the District's operations and the use or disposition of the District's assets are made solely in terms of the benefits to the District and are not influenced by any private profit or other personal benefit to the individuals affiliated with the District who take part in the decision. In addition to actual conflicts of interest, Board Members and staff are also obliged to avoid actions that could be perceived or interpreted in conflict with the District's interests.

Conflicts of interest may occur when the District enters into transactions with not-for-profit organizations as well as those that are undertaken with profit-making entities. The best way to deal with this problem is to make known one's connection with organizations doing business with the District and to refrain from participation in decisions affecting transactions between the District and the other organization. Such relationships do not necessarily restrict transactions so long as the relationship is clearly divulged and non-involved individuals affiliated with the District make any necessary decisions.

1. Directors. Any member of the Board of Directors who may be involved in a District business transaction in which there is a possible conflict of interest shall promptly notify the Chairman of the Board. The Trustee shall refrain from voting on any such transaction, participating in deliberations concerning it, or using personal influence in any way in the matter. The Trustee's presence may not be counted in determining the quorum for any vote with respect to a District business transaction in which he or she has a possible conflict of interest. Furthermore, the Trustee, or the Chairman in the Director's absence, shall disclose a potential conflict of interest to the other members of the Board before any vote on a District business transaction and such disclosure shall be recorded in the Board minutes of the meeting at which it is made. Any District business transaction which involves a potential conflict of interest with a member of the Board of Directors shall have terms which are at least as fair and reasonable to the District as those which would otherwise be available to the District if it were dealing with an unrelated party.
2. Staff. Any staff member who may be involved in a District business transaction in which there is a possible conflict of interest shall promptly report the possible conflict to the Executive Director. If the possible conflict involves the Executive Director, the possible conflict shall then be reported to the Chairman of the Board.

The Executive Director or, where applicable, Chairman, after receiving information about a possible conflict of interest, shall take such action as is necessary to assure that the transaction is completed in the best interest of the District without the substantive involvement of the person who has the possible conflict of interest. (This does not mean that the purchase or other transaction must necessarily be diverted, but simply that person -- other than the one with the possible conflict -- shall make the judgments involved and shall control the transaction.)

Each Board Member and senior staff member shall complete the attached questionnaire on an annual basis.

A written record of any report or possible conflict and of any adjustments made to avoid possible conflicts of interest shall be kept by the Executive Director or, where applicable, Chairman.

3. Definitions:

A. "Involved in a District business transaction" means initiating, making the principal recommendation for, or approving a purchase, contract or policy; recommending or selecting a vendor or contractor; drafting or negotiating the terms of such transaction; or authorizing or making payments from District accounts. That language is intended to include not only transactions for the District's procurement of goods and services, but also for the disposition of District property, and the provision of services, policy or space by the District.

B. A "possible conflict of interest" is deemed to exist where the Director, or staff member, or a close relative or friend, or a member of that person's household, is an officer, director, employee, proprietary, partner, or trustee of, or, when aggregated with close relatives or friends, and members of that person's household, holds 1% or more of the issued stock in the organization seeking to do business with the District. A possible conflict is also considered to exist where such a person is (or expects to be) retained as a paid consultant or contractor by an organization which seeks to do business with the District, and whenever a transaction will entail a payment of money or anything else of value to the official, member, to a close relative, or to a member of that person's household.

A "possible conflict of interest" exists when an individual affiliated with the District has an interest in an organization which is in competition with a firm seeking to do business with or against the District if the individual's position gives him or her access to proprietary or other privileged information which could benefit the firm or relationship in which he or she has an interest.

A "possible conflict of interest" exists when an individual affiliated with the District is a trustee, director or employee of a not-for-profit organization which is seeking to do business with or have a significant connection with the District or is engaged in activities which could be said in a business context to be "in competition with" the programs at the District.

1. This policy statement shall be made available to each Trustee and each person appointed to a District position which regularly involves initiation, review, or approval of significant District contracts or other commitments. Such people will be asked to sign the attached acknowledgment concerning reporting of potential conflicts of interest.

5. "District" means the San Benito Health Care District.

CONFLICT OF INTEREST CODE OF THE SAN BENITO HEALTH CARE DISTRICT

The Political Reform Act of 1974 (Government Code sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the terms of section 18730 of title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission, together with the attached appendices designating positions and establishing disclosure categories, are hereby incorporated by reference and together shall constitute the Conflict of Interest Code of the San Benito Health Care District ("Agency").

Individuals holding designated positions shall file their Statements of Economic Interests (Form 700) ("Statements") with San Benito Health Care District, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. Upon receipt of the Statements for Members of the Board of Directors, Chief Executive Officer, and Chief Financial Officer, the Agency shall make and retain copies, and forward the original statements to the Office of the Clerk of the Board of Supervisors of San Benito County. Statements for all other designated positions shall be retained by the Agency.

Attachments: Appendix 1: Designated Positions

Appendix 2: Disclosure Categories

Adopted as Amended and Restated: By Board Resolution 2025-01, January 23, 2025

**CONFLICT OF INTEREST CODE OF THE
SAN BENITO HEALTH CARE DISTRICT**

**APPENDIX A
DESIGNATED POSITIONS**

Designated Positions ¹	Assigned Disclosure Category
Director of Emergency Services	2
Director of Medical Surgical Services & Special Care Services	2
Director of Surgical Services	2
Sr. Director Support Services	5
Chief Nursing Officer	1
Chief of Staff	2
Controller	1
Director of Cardiopulmonary Services	2
Manager of Case Management	2
Director of Clinic Operations	2
Director of Employee Health	2
Manager of Environmental Services	2
Director of Health Information Officer	2
Director of Nursing for Skilled Nursing Facility	2
Director of Laboratory Services	2
Director of Marketing and Public Relations	5
Manager of Materials Management	5
Director of Medical Staff Services	2
Certified Dietary Manager	2
Director of Business Office/Registration/PBX	2
Manager of Patient Registration	2
Director of Pharmacy	2
Director of Quality	2
Director of Infection Prevention & Accreditation	2
Director of Foundation	6
Director of Diagnostic Imaging	2
Director of Acute and Outpatient Rehab Services	2
Director of Outpatient Rehab Services	2
Director of Informational Technology Services	2
Sr. Director of Acute Care Services	2
Director of Emergency Management and Security	2
Director of Human Resources	2
VP of Clinic, Ambulatory, and Physician Services	2
VP of Information and Strategic Services	2

¹ Public officials who manage public investments are not covered by the Conflict of Interest Code because they must file a statement of economic interests pursuant to Government Code section 87200. Therefore, those positions are listed below for information purposes only:

- Members of the Board of Directors
- Chief Executive Officer
- Chief Financial Officer

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

**CONFLICT OF INTEREST CODE OF THE
SAN BENITO HEALTH CARE DISTRICT**

APPENDIX B

DISCLOSURE CATEGORIES

General Provisions Applicable to All Categories

When an individual who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two (2) years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction. When an individual who holds a designated position is required to disclose sources of income, he or she shall include gifts received from donors located inside as well as outside the jurisdiction.

When an individual who holds a designated position is required to disclose interests in real property, he or she shall disclose real property (other than personal residence) if it is located within the jurisdiction, or not more than two miles outside the boundaries of the jurisdiction, or within two miles of any land owned or used by Agency.

When an individual who holds a designated position is required to disclose business positions, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

Category 1

A designated position in this category must report all investments, business positions, interests in real property, and sources of income, including gifts, loans, and travel payments.

Category 2

A designated position in this category must report all investments, business positions, and sources of income, including gifts, loans, and travel payments.

Category 3

A designated position in this category must report all interests in real property.

Category 4

A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the Agency.

Category 5

A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to supply materials, products, supplies, commodities, services, machinery, vehicles, or equipment utilized by the Agency.

Category 6

A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to receive grants or other monies from or through the Agency.



June 10, 2024

Hazel Hawkins Memorial Hospital
911 Sunset Drive
Hollister, CA 95023
Attention: President and Chief Executive Officer

Re: Non-Binding Proposal to Purchase the Assets of Hazel Hawkins Memorial Hospital.

Ladies and Gentlemen:

This letter (this "Term Sheet") summarizes the principal terms of a proposed transaction (the "Transaction") between (i) a yet-to-be-formed California nonprofit public benefit corporation that would have Insight Foundation of America, a Michigan nonprofit corporation, as its sole member ("Purchaser") and (ii) Hazel Hawkins Memorial Hospital, a California health care district ("Hospital" or "Seller"), pursuant to which Purchaser would acquire certain of the assets of Hospital and continue to operate the Hospital's acute-care hospital and other facilities (collectively, the "Facilities"). For purposes of this Term Sheet, Purchaser and Hospital, as the parties to the Transaction, shall be collectively referred to as the "Parties" and individually referred to as a "Party".

1. Proposed Principal Terms and Conditions of the Transaction.

Parties to Transaction:

Purchaser shall be the purchaser and Hospital shall be the seller under one or more definitive agreements with respect to the Transaction, including without limitation an Asset Purchase Agreement (the "Purchase Agreement").

Purchaser shall provide customary parent guarantees with respect to the obligations of Purchaser in connection with the Transaction, including, but not limited to, the obligations of Purchaser to provide indemnification pursuant to the terms of the Purchase Agreement.

Purchaser will be a California nonprofit public benefit corporation duly incorporated and operated in compliance with state and federal law. Purchaser will provide in writing copies of its conflict of interest policy(ies) and all formation and governing documents.

Acquired Assets:

Subject to compliance with all applicable laws, rules and regulations, Purchaser shall purchase all right, title and interest, free and clear of any liens or liabilities, in and to all of

Hospital's properties and assets set forth on Exhibit A, which shall include substantially all of the personal property used in the Hospital's operation of the Facilities (the "Acquired Assets").

Real Estate:

The Parties would separately enter into a lease agreement which would (i) include the Hospital's real property associated with the operation of the Facilities (the "Real Estate") in the Acquired Assets and (ii) enter into a Lease (the "Lease") under which Purchaser would lease the Real Estate from Seller for five (5) years at a lease rate in the range that an independent third party assesses as a fair market value lease rate and on arms'-length terms and conditions, taking into account that the Lease would grant Purchaser the option to purchase the Real Estate and Ground at the expiration of the lease term.

Assumed Liabilities:

Purchaser shall only assume (a) liabilities arising out of the acquisition or operation of the Acquired Assets for periods following the Closing Date and (b) the assumption, purchase or other satisfaction of other liabilities of Hospital as determined by Purchaser in its sole and absolute discretion, including designated trade creditor claims, designated vendor arrangements and Designated Contracts (collectively, the "Assumed Liabilities"). For purposes of this Term Sheet, the closing of the Transaction shall be the "Closing" and the date on which the Closing occurs and takes effect shall be the "Closing Date".

Excluded Assets:

Purchaser shall not acquire, and Hospital shall retain all asset of Hospital that are not included on Exhibit A, including without limitation the Real Estate (collectively, the "Excluded Assets").

Excluded Liabilities:

Other than the Assumed Liabilities, Purchaser shall not assume or otherwise be responsible or liable for or obligated with respect to any debt, liability, taxes, undertaking, expense or other obligation of Hospital or any of its subsidiaries or related to any of the Acquired Assets of any kind, character or description (collectively, the "Excluded Liabilities").

Purchase Price:

The purchase price for the Acquired Assets shall be comprised of a cash amount in the range that an independent third party assesses as a fair market value as of the Closing Date, with the fair market value taking into account the seismic retrofit and the covenants agreed to in the Purchase Agreement. The purchase price for the Acquired Assets shall be paid in cash at

the Closing; provided, that in all events the cash at the Closing received by Hospital would be sufficient for Hospital to fund all obligations and liabilities that would become due at the Closing, including without limitation any bond obligations that would be in default if not paid in full at the Closing.

Designated Contracts:

Prior to execution of the Definitive Agreements, Purchaser shall designate material executory contracts and unexpired leases of Hospital that Purchaser desires to be assumed and assigned to Purchaser at the Closing; provided, that the Parties anticipate that Purchase shall assume all such contracts and leases unless the Parties mutually agree to terminate them prior to the Closing (the "Designated Contracts"). To the extent requested by Purchaser, Hospital will use commercially reasonable efforts to obtain the written consent of the non-Hospital counterparty to the Designated Contracts containing restrictions on assignment if the failure to obtain such written consent would result in a breach of the applicable Designated Contract as a result of the consummation of the Transaction.

Regulatory Approvals:

The Parties shall use commercially reasonable efforts to obtain all regulatory and governmental approvals and clearances necessary or advisable to consummate the Transaction and for Purchaser to operate the Facilities following the Closing, which approvals and clearances will be set forth in a schedule to the Purchase Agreement and will include all approvals required under the Local Health Care District Law set forth at California Health and Safety Code Section 32000 *et seq.* (the "Required Approvals").

Closing Conditions:

The Transaction shall be subject to the satisfaction or waiver of the conditions set forth below.

- 1) The Parties shall have obtained all Required Approvals.
- 2) No Material Adverse Effect shall have occurred (as defined below).

The Closing shall not be conditioned on conditions of any other kind, including obtaining financing of any kind or due diligence.

Material Casualty Loss or Condemnation:

"Material Adverse Effect" means, with respect to the Acquired Assets, any event, occurrence, fact, condition or change that is materially adverse to (a) the business, results of operations, financial condition or assets of the Hospital, or (b) the ability

of Seller to consummate the Transaction; *provided, however*, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Hospital operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by the Definitive Agreements or any action taken (or omitted to be taken) with the written consent of or at the written request of Purchaser; (vi) any matter of which Purchaser is aware on the date of execution of the Definitive Agreements; (vii) any changes in applicable laws, rules or regulations or the enforcement, implementation or interpretation thereof; (viii) the announcement, pendency or completion of the Transactions, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with the Hospital; (ix) any natural or man-made disaster or acts of God; (x) any epidemics, pandemics, disease outbreaks, or other public health emergencies; or (xi) any failure by the Hospital to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded).

If there is a Material Adverse Effect prior to the Closing, then Purchaser shall have the right to terminate the Purchase Agreement upon prior written notice to Hospital.

**Representations,
Warranties and
Covenants Generally:**

The Purchase Agreement will include appropriate representations, warranties and covenants with respect to the Acquired Assets, all of which will survive the Closing for one (1) year.

Indemnification:

Hospital will indemnify and hold harmless Purchaser, its affiliates and their respective representatives from all losses incurred by them relating to or arising from any Excluded Liabilities, (b) any breaches of or inaccuracies in the representations and warranties of Hospital, and (c) any breaches of any covenants of Hospital.

Purchaser will indemnify and hold harmless Hospital and their

affiliates and their respective representatives from all losses incurred by them relating to or arising from (a) any Assumed Liabilities and the operation of the Acquired Assets after the Closing Date, (b) any breaches of or inaccuracies in the representations and warranties of Purchaser, and (c) any breaches of any covenants of Purchaser.

Definitive Agreements

The Parties shall enter into, at minimum, the Purchase Agreement and Lease. Each definitive agreement would include operating covenants, including without limitation those set forth in Exhibit B.

2. GOVERNING LAW. THIS TERM SHEET SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF ILLINOIS, MICHIGAN OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF CALIFORNIA.

3. Expenses. Purchaser and Hospital will each pay their own transaction expenses incurred in connection with the Transaction, including the fees and expenses of investment bankers, legal counsel and other advisors.

4. Miscellaneous. This Term Sheet may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this Term Sheet have been inserted for reference only and shall not be deemed to be a part of this Term Sheet.

5. Binding Effect. Notwithstanding anything to the contrary contained herein, except for the provisions of Section 2, Section 3, Section 4 and this Section 5, which are intended to be legally binding, this Term Sheet shall represent a non-binding term sheet between Purchaser and Hospital. No contract or agreement providing for any transaction, including any transaction involving the Acquired Assets or Hospital, shall be deemed to exist between Purchaser and Hospital or any of their respective affiliates unless and until final definitive agreements have been executed and delivered.

[Remainder of page left intentionally blank. Signature pages follow.]

If you are in agreement with the terms set forth above and desire to proceed with the Transaction on that basis, please sign this Term Sheet in the space provided below and return an executed copy to the undersigned at your earliest convenience.

Sincerely,

PURCHASER

By: 
Name: Atif Bawahab
Title: Chief Strategy Officer

Acknowledged and agreed:

**HAZEL HAWKINS MEMORIAL
HOSPITAL**

By: 
Name: Mary Casillas
Title: President and Chief Executive Officer

Exhibit A

- a) all of the leasehold interests of Seller in all real property that is owned by an unrelated third party and leased to Seller as lessee or tenant;
- b) all bank accounts; provided, that Hospital shall retain all current and non-current cash and cash equivalents, securities, investments, endorsements, bond funds and other funds created by bond indentures, financial assurances, and certificates of deposits;
- c) all accounts receivable for services rendered prior to the Closing Date;
- d) all of the tangible personal property owned or, to the extent assignable or transferrable by Seller, leased, subleased, or licensed, by Seller and used in connection with the operation of the Facilities, including, without limitation, equipment, furniture, furnishings, fixtures, machinery, tools, supplies, telephones, office equipment, and real property improvements;
- e) all of the interests of Seller as lessee in and to each lease, sublease, license, or other contractual obligation under which the personal property is used by Seller with respect to the operation of the Facilities;
- f) all inventory used in connection with the operation of the Facilities (other than the portions of inventory disposed of, or expended, as the case may be, by Seller in the ordinary course of business);
- g) all prepaid expenses;
- h) all intangible personal property owned by Seller and solely used in connection with the operation of the Facilities, together with (i) all registrations and applications to register, and all rights to register, any of the foregoing, together with all renewals, extensions, and foreign counterparts of, and other registrations or applications claiming priority to, any of the foregoing, (ii) all royalties, income, and payments now owing or in the future due to the owner of any of the foregoing with respect to any of the foregoing, (iii) all damages and rights to sue and enforce any of the foregoing, including any damages and rights to sue for any past, present, or future infringement, dilution, misappropriation, or violation of any of the foregoing, (iv) all other proprietary rights and interests in any of the foregoing, (v) all data relating to any of the foregoing in any form or medium, and (vi) all copies and tangible embodiments of any of the foregoing, in any form or medium;
- i) computer software, programs and hardware or data processing equipment, data processing system manuals and licensed software materials that are used in connection with the operation of one or more of the Facilities;
- j) all financial and operational records of the Facilities (including all equipment records, construction plans and specifications, medical and administrative libraries, documents, catalogs, books, records, files, and operating manuals);

- k) all medical staff and personnel records relating to medical staff members and employees providing services at or with respect to the Facilities or who accept employment with Purchaser (including, without limitation, peer review materials);
- l) all active patient and medical records used in connection with the operation of the Facilities;
- m) all insurance proceeds relating to the physical condition of the Purchased Assets, to the extent not expended on the repair or restoration of the Purchased Assets prior to the Closing;
- n) the Designated Contracts;
- o) to the extent transferable, all permits held by Seller required for the ownership, development, or operation of the Facilities, including the Medicare and Medi-Cal provider agreements for the Facilities;
- p) all telephone and facsimile numbers, post office boxes and directory listings used in connection with the Facilities;
- q) to the extent transferable, Seller's National Provider Identifiers relating to the Acquired Seller Facilities; and
- r) all other rights, properties and assets of Seller that are solely used in connection with the operation of the Facilities

Exhibit B

- a) maintain in good standing Purchaser's status as a nonprofit public benefit corporation under the laws of the State of California as in effect from time to time;
- b) ensure continuous operation of the Facilities;
- c) maintain a board that shall include a majority of its members as individuals who are independent of Purchaser's organization;
- d) maintain a compliance with all applicable laws, rules and regulations in all material respects, including without limitation all requirements of any CMS provider agreements;
- e) operate the Hospital so as not to illegally discriminate and in accordance with mutually agreeable quality standards and metrics;
- f) maintain charity care/financial assistance policies at or above the level as such policies were in effect at the time that the Hospital was operated by San Benito Health District and that that meet or exceed Public Act 094-0885, the Fair Patient Billing Act, effective on January 1, 2007; provided, further, that the Hospital shall administer its financial assistance policy as if it were subject to Section 501(r) of the Internal Revenue Code by: (i) establishing and maintaining a written financial assistance policy ("FAP"), (ii) setting charge limits for FAP-eligible patients and (iii) making reasonable efforts to determine FAP eligibility;
- g) maintain in good standing all licenses and permits associated with the Facilities;
- h) continue to provide services to Medicare and Medi-Cal patients;
- i) develop and approve an annual capital expenditure budget contemplating investment in operations and capital in the sum of Fifty Million Dollars over the course of the ten- (10-) year period after the Closing;
- j) maintain all existing services during the term of the lease, and for the subsequent five year term after Purchaser has acquired the Real Estate;
- k) the District will receive a right of first refusal to repurchase the Acquired Assets and Real Estate if Purchaser chooses to sell;
- l) extend employment offers to a minimum of 90% of the existing workforce; and
- m) the hospital will retain branding as Hazel Hawkins Memorial Hospital or some reasonable derivative such as "Insight Hazel Hawkins Memorial Hospital."



FOR IMMEDIATE RELEASE

PRESS RELEASE

PR CONTACT: Marcus Young
Hazel Hawkins Memorial Hospital
Phone: (831) 636-2644
Email: Marcus@wearejsa.com

San Benito Health Care District Outlines Covenants with Insight Safeguarding Local Healthcare

The Commitments Behind Hazel Hawkins Hospital's Future

January 14, 2025 – Hollister, Calif. – In a deal that promises to stabilize the future of healthcare in San Benito County, Hazel Hawkins Memorial Hospital ("HHMH" or "hospital") is continuing to perform due diligence on transitioning to new ownership. The transaction is required to have a detailed set of covenants aimed at preserving the hospital's mission of providing quality and accessible care to the community while ensuring financial sustainability. These commitments with the San Benito Health Care District ("District") are designed to safeguard local healthcare services for years to come. The community can expect the following commitments under a new agreement with Insight following District Board approval:

Summary of Transaction

For two years, the District and Hazel Hawkins Memorial Hospital (HHMH) leadership, with the support of nationally recognized consultants, conducted an extensive search for a partner or buyer capable of preserving and expanding healthcare services for the residents of San Benito County. The process was guided by key criteria: any potential buyer needed to pay fair market value for the District's assets, demonstrate the financial stability to both acquire the hospital and maintain current service levels, and show a proven ability to support rural healthcare institutions like HHMH.

After a thorough evaluation, Insight emerged as the organization best equipped to meet these requirements, ensuring a sustainable future for local healthcare.

1. Nonprofit Status and Governance

Insight has committed to maintaining HHMH's status as a nonprofit public benefit corporation under California law through the Insight Health Foundation of California. In addition, the hospital's governing board will include a majority of independent members to ensure impartial oversight and accountability.

2. Continuous Operations and Service Stability

A key priority in the agreement is the uninterrupted operation of the hospital, skilled nursing facilities, clinics and all healthcare services. The hospital will continue to provide essential services, including those for Medicare and Medi-Cal patients, ensuring that local residents retain access to healthcare. Insight has also pledged to maintain all existing services during the lease period and for at least five years following the full acquisition of the hospital's real estate. This guarantees continuity in critical healthcare offerings, from emergency care to specialized treatments for ten years.

3. Financial Assistance and Charity Care

The hospital's longstanding commitment to serving the community's most vulnerable populations will continue under Insight. Insight will maintain charity care and financial assistance policies at or above current levels. These policies will comply with federal standards, ensuring fair billing practices and financial assistance for patients in need.

4. Capital Investment and Modernization

Insight has committed to investing \$50 million over the next decade to improve hospital operations and facilities. This significant capital investment will help modernize infrastructure, upgrade medical equipment, and expand services to meet the evolving healthcare needs of San Benito County's growing population.

5. Workforce Retention

Recognizing the hospital's dedicated workforce as a core strength, Insight will offer employment to at least 90% of the existing staff. This move not only preserves jobs but also ensures continuity of care, leveraging the knowledge and experience of current employees.

6. Branding and Community Identity

The hospital will retain its identity as Hazel Hawkins Memorial Hospital or a similar name, preserving the Hazel Hawkins legacy of the facility that has served the community for decades. This commitment underscores the importance of maintaining a strong connection to the local community.

7. Right of First Refusal

If Insight decides to sell the hospital's assets in the future, the District will have the right of first refusal to repurchase them. This provision provides a safety net to ensure the hospital remains a community-focused institution.

The agreement between the District and Insight would mark a significant step toward securing the future of healthcare in the region. With clear commitments to community care, service continuity, and financial stability, the hospital is poised to thrive under new leadership. While transitions of this magnitude are never without challenges, the outlined covenants provide a strong framework to ensure that Hazel Hawkins Memorial Hospital remains a trusted healthcare provider for generations to come.

Additionally, San Benito County continues to express interest in being a partner with the District in securing access to healthcare as well as being part of the process to impact the future of healthcare in the San Benito County. Hospital leadership welcomes the enthusiasm and looks forward to continuing to work together to find solutions especially around mental health and indigent care.

After attending a Board of Supervisors meeting today, Mary Casillas, CEO of Hazel Hawkins Memorial Hospital stated, "We are grateful for a Board of Supervisors that are passionate about healthcare. We look forward to working with the Board as our future begins to take shape."

Bill Johnson, President of the San Benito Health Care District stated, "Regardless of who owns the hospital, there are plenty of opportunities to collaborate with the County and we look forward to exploring those options."

The San Benito Health Care District is an independent organization whose members are elected by the citizens of San Benito County for the purpose of managing the District's assets including Hazel Hawkins Memorial Hospital. As such all decisions concerning the District are made by this elected board.

#

About Hazel Hawkins Memorial Hospital

Hazel Hawkins Memorial Hospital is a full-service, public agency hospital delivering modern medicine and compassionate care to the growing San Benito County community. HHMH offers hundreds of health services across multiple locations, including top-tier specialists, a modern Emergency Department, and a state-of-the-art Women's Center. To learn more about Hazel Hawkins Memorial Hospital and the Hazel Hawkins Hospital Foundation, please visit www.hazelhawkins.com.

HUMAN RESOURCES DASHBOARD 2024

DEPARTMENTAL METRICS	October	November	December	YTD(Jan-Dec)
# Employees	697	702	702	686
# New Hires	17	8	6	151
# Terminations	10	7	5	110
Overall Turnover	1.4%	1.0%	0.7%	16.0%
Nursing Turnover	0.0%	0.0%	1.5%	15.4%

Terms By Union	October	November	December	YTD(Jan-Dec)
The California Nurses Association (CNA)	0	0	2	20
National Union of Healthcare Workers (NUHW)	7	5	1	63
California License Vocational Nurses (CLVN)	2	0	0	6
Engineers and Scientists of California (ESC)	1	0	0	2
Non-Union	0	2	2	19

Terms By Reason (V=Voluntary & IV= Involuntary)	October	November	December	YTD(Jan-Dec)
Personal (V)	4	1	1	23
New Opportunity(V)	3	2	1	17
Retirement (V)	1	1	0	13
Schedule (V)	1	0	0	5
Job Abandonment (V)	0	0	0	3
No Reason Given (V)	0	0	0	14
Relocating (V)	0	1	1	7
School (V)	1	0	0	6
No Show (V)	0	0	0	1
RIF(IV)	0	0	0	2
Performance (IV)	0	2	2	20

Chief Nursing Officer Report

January 2025

Patient Care Services

- Physician/Nursing Collaboration
 - End of Life

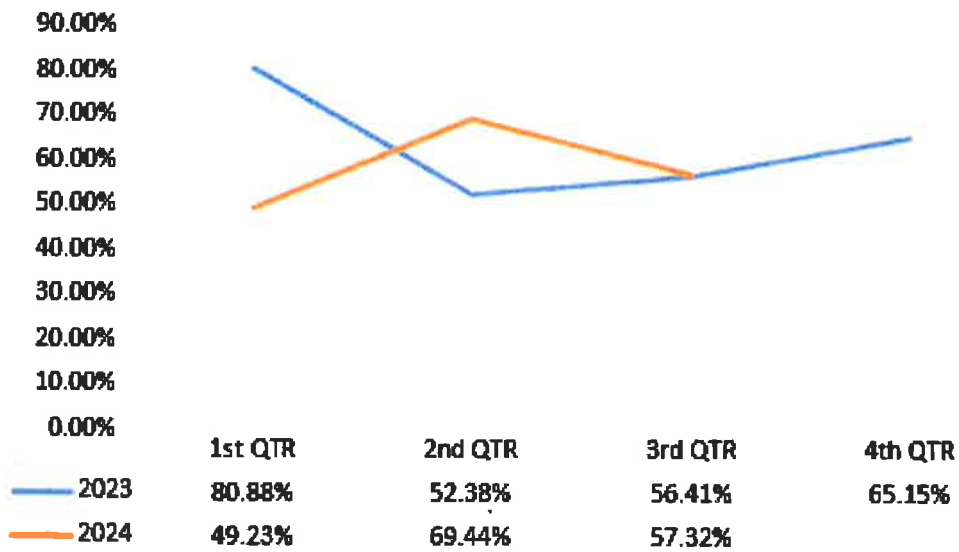
Quality, Regulatory, & Utilization Management

- Comprehensive review of falls program to incorporate latest evidence based practices
- Continual survey readiness program

CNO Dashboard December 2024

Description	December 2024 Target	December 2024 Actual	Budget - Year To Date Total	Actual - Year To Date Total
ED Visits	2437	2496	13,214	13,654
ED Admission %	10%>	7%	10%>	9.96%
LWBS %	<2.0%	0.9%	<2.0%	0.8%
Door to Provider	10 min	7 min	10 min	7.16%
MS admissions	113	104	599	664
ICU admissions	13	17	79	128
Deliveries	37	36	193	194
OR Inpatient	38	34	205	251
ASC	38	50	275	315
GI	91	48	571	548

Hospital Likelihood to Recommend



2024 - 4th Quarter Preliminary

- October 69.23%
- November 71.43%
- December not available yet



Hazel Hawkins
MEMORIAL HOSPITAL

**REGULAR MEETING OF THE FINANCE COMMITTEE
SAN BENITO HEALTH CARE DISTRICT
911 SUNSET DRIVE, HOLLISTER, CALIFORNIA
THURSDAY, JANUARY 16, 2025 - 4:30 P.M.
SUPPORT SERVICES BUILDING, 2ND FLOOR – GREAT ROOM**

San Benito Health Care District is a public agency that serves as a responsive, comprehensive health care resource for its patients, physicians and the community.

1. Call to Order

2. Review Financial Updates
 - Financial Statements – December 2024
 - Finance Dashboard – December 2024
 - Supplemental Payments – December 2024

3. Consider Recommendation for Board Approval of Bay Area Gynecology Oncology, Inc.
 - Report
 - Committee Questions
 - Motion/Second

4. Consider Recommendation for Board Approval of Proposal for Wireless Network Upgrade.
 - Report
 - Committee Questions
 - Motion/Second

5. Public Comment

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 **Committee**, which are not on this agenda.

6. Adjournment



Hazel Hawkins
MEMORIAL HOSPITAL

The next Finance Committee meeting is scheduled for **Thursday, February 20, 2025 at 4:30 p.m.**

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

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.



San Benito Health Care District

San Benito Health Care District

A Public Agency
911 Sunset Drive
Hollister, CA 95023-5695
(831) 637-5711

January 16, 2025

CFO Financial Summary for the District Board:

For the month ending December 31, 2024, the District's Net Surplus (**Loss**) is \$1,049,305 compared to a budgeted Surplus (**Loss**) of \$851,183. The District exceeded its budget for the month by \$198,122.

YTD as of December 31, 2024, the District's Net Surplus (**Loss**) is \$8,898,739 compared to a budgeted Surplus (**Loss**) of \$2,827,991. The District is exceeding its budget YTD by \$6,070,748.

Acute discharges were 147 for the month, under budget by 13 discharges or 8%. The ADC was 12.48 compared to a budget of 16.60. The ALOS was 2.63. The acute I/P gross revenue was under budget by **\$2.35 million** while O/P services gross revenue exceeded budget by **\$1.98 million** or 7% over budget. ER I/P visits were 175 and ER O/P visits were slightly over budget by 13 visits or 1%. The RHCs & Specialty Clinics treated 3,289 (includes 585 visits at the Diabetes Clinic) and 907 visits respectively.

Other Operating revenue exceeded budget by **\$185,165** due mainly to a quarterly Rx rebate of \$146,760.

Operating Expenses were over slightly over budget by **\$1,784** due mainly to: Registry of \$264,839, Supplies of \$150,750 and Purchase Services of \$75,096. However, the overages were offset by savings in Salaries & Wages of \$368,279 and Employee Benefits of \$183,168.

Non-operating Revenue was under budget by \$8,827 due to the timing of donations and a loss on investments.

The SNFs ADC was **89.03** for the month. The Net Surplus (**Loss**) is \$249,003 compared to a budget of \$114,233. YTD, the Net Surplus (**Loss**) is \$815,865 exceeding its budget by \$304,185.

HAZEL HAWKINS MEMORIAL HOSPITAL - COMBINED
KOLLISTER, CA 95023
FOR PERIOD 12/31/24

	CURRENT MONTH			PRIOR YR			YEAR-TO-DATE			PRIOR YR			
	ACTUAL 12/31/24	BUDGET 12/31/24	POS/NEG VARIANCE	PERCENT VARIANCE	ACTUAL 12/31/23	BUDGET 12/31/24	POS/NEG VARIANCE	PERCENT VARIANCE	ACTUAL 12/31/24	BUDGET 12/31/24	POS/NEG VARIANCE	PERCENT VARIANCE	
GROSS PATIENT REVENUE:													
ACUTE ROUTINE REVENUE	2,853,075	3,691,413	(838,338)	(23)	3,691,414	19,227,499	1,478,250	4	19,227,499	1,478,250	8	19,227,499	
SNF ROUTINE REVENUE	2,074,440	1,960,154	94,286	5	2,097,330	11,613,255	261,454	2	11,613,255	261,454	2	11,613,255	
ANCILLARY INPATIENT REVENUE	3,672,245	5,024,986	(1,352,741)	(27)	4,949,325	23,842,734	1,904,967	4	23,842,734	1,904,967	8	23,777,005	
HOSPITALIST/PEDS I/P REVENUE	0	0	0	0	193,466	0	0	0	0	0	0	900,070	
TOTAL GROSS INPATIENT REVENUE	6,599,760	10,696,553	(4,096,793)	(38)	10,931,535	54,683,473	3,644,710	7	54,683,473	3,644,710	7	57,142,455	
ANCILLARY OUTPATIENT REVENUE	28,370,378	26,989,365	1,381,013	7	28,460,169	164,184,364	3,526,646	6	164,184,364	3,526,646	6	160,965,077	
HOSPITALIST/PEDS O/P REVENUE	0	0	0	0	58,821	0	0	0	0	0	0	352,000	
TOTAL GROSS OUTPATIENT REVENUE	28,370,378	26,989,365	1,381,013	7	28,518,990	164,184,364	9,526,646	6	164,184,364	9,526,646	6	161,317,076	
TOTAL GROSS PATIENT REVENUE	37,970,138	37,685,918	(284,220)	0	37,450,525	218,867,837	13,171,357	6	218,867,837	13,171,357	6	218,459,531	
DEDUCTIONS FROM REVENUE:													
MEDICARE CONTRACTUAL ALLOWANCES	9,877,757	10,299,799	(422,042)	(4)	9,721,350	59,234,632	2,486,409	4	59,234,632	2,486,409	4	57,602,267	
MEDI-CAL CONTRACTUAL ALLOWANCES	9,874,142	10,087,640	(213,498)	(2)	6,716,129	59,866,775	58,794,853	1,071,922	2	58,794,853	1,071,922	2	58,447,573
BAD DEBT EXPENSE	942,154	536,794	405,360	76	428,999	4,757,139	3,116,506	53	4,757,139	1,640,633	53	3,795,156	
CHARITY CARE	12,278	40,056	(27,848)	(70)	486	168,566	(63,740)	(27)	168,566	(63,740)	(27)	270,408	
OTHER CONTRACTUALS AND ADJUSTMENTS	4,456,866	4,369,322	87,544	2	4,304,375	27,668,289	1,914,930	7	27,668,289	1,914,930	7	26,782,950	
HOSPITALIST/PEDS CONTRACTUAL ALLOW	0	0	0	0	4,221	0	0	0	0	0	0	12,421	
TOTAL DEDUCTIONS FROM REVENUE	25,163,097	25,333,561	(170,464)	(1)	21,675,460	154,395,301	7,050,154	5	154,395,301	7,050,154	5	146,910,785	
NET PATIENT REVENUE	12,807,041	12,352,357	454,684	0	15,775,065	77,643,859	6,121,203	9	77,643,859	6,121,203	9	71,548,746	
OTHER OPERATING REVENUE	733,046	547,881	185,165	34	674,647	4,388,455	1,101,169	34	4,388,455	1,101,169	34	3,467,790	
NET OPERATING REVENUE	13,540,087	12,900,238	639,849	2	16,449,712	82,032,354	7,222,372	10	82,032,354	7,222,372	10	75,016,537	
OPERATING EXPENSES:													
SALARIES & WAGES	4,843,648	5,178,258	(334,610)	(7)	4,681,653	29,752,149	30,724,234	(972,785)	(3)	30,724,234	(972,785)	(3)	28,072,004
REGISTRY	497,641	225,439	272,202	117	346,939	3,053,686	1,377,110	1,222	3,053,686	1,676,576	1,222	1,692,510	
EMPLOYEE BENEFITS	1,992,929	2,229,828	(236,899)	(11)	2,100,366	12,925,173	13,767,888	(842,715)	(6)	13,767,888	(842,715)	(6)	12,389,422
PROFESSIONAL FEES	1,745,357	1,656,213	89,144	5	1,993,904	5,412,814	9,830,710	(417,896)	(4)	9,830,710	(417,896)	(4)	5,839,057
SUPPLIES	1,166,964	1,010,491	156,473	16	1,186,196	6,458,064	5,921,889	536,175	9	5,921,889	536,175	9	6,207,797
PURCHASED SERVICES	1,258,247	1,151,622	106,625	9	1,096,463	7,836,789	6,835,448	995,341	15	6,835,448	995,341	15	6,326,036
RENTAL	167,063	150,183	16,880	11	133,821	933,044	891,416	41,528	5	891,416	41,528	5	813,761
DEPRECIATION & AMORT	319,742	1,265	318,477	0	328,774	1,916,129	5,267	0	1,916,129	5,267	0	1,968,400	
INTEREST	6,392	27,910	(21,518)	(77)	29,901	288,494	168,270	120,224	71	168,270	120,224	71	189,327
OTHER	423,033	441,612	(18,579)	(3)	445,104	2,684,787	2,624,052	60,735	2	2,624,052	60,735	2	2,465,678
TOTAL EXPENSES	12,447,054	12,394,133	52,921	0	12,343,144	75,255,127	74,052,579	1,202,548	2	74,052,579	1,202,548	2	69,983,961
NET OPERATING INCOME (LOSS)	713,032	506,085	206,948	41	4,106,568	6,777,226	757,403	795	6,777,226	6,019,823	795	5,032,576	

EMMEL HAWKINS MEMORIAL HOSPITAL - COMBINED
SCALDWATER, CA 95023
FOR PERIOD 12/31/24

	ACTUAL		BUDGET		CURRENT MONTH		PRIOR YR		ACTUAL		BUDGET		YEAR-TO-DATE		PRIOR YR	
	12/31/24	12/31/24	12/31/24	12/31/24	FOG/REG	PERCENT	12/31/23	12/31/24	12/31/24	12/31/24	12/31/24	12/31/24	FOG/REG	VARIANCE	12/31/23	12/31/23
NON-OPERATING REVENUE\EXPENSE:																
DONATIONS	0	5,000	(5,000)			(100)	11,771	74,689	30,000	44,889	150	146,523				
PROPERTY TAX REVENUE	241,122	241,122	0	0	0	0	205,711	1,446,732	1,446,732	0	0	1,234,256				
GO BOND PROP TAXES	175,915	175,915	0	0	0	0	170,388	1,055,489	1,055,490	(2)	0	1,022,327				
GO BOND INT REVENUE\EXPENSE	(65,061)	(65,061)	0	0	0	0	(68,721)	(390,489)	(390,486)	(3)	0	(412,327)				
OTHER NON-OPER REVENUE	15,866	15,908	(42)	0	0	0	16,531	95,448	95,448	261	0	108,043				
OTHER NON-OPER EXPENSE	(27,861)	(27,766)	(95)	0	0	0	(32,700)	(166,871)	(166,595)	(275)	0	(197,459)				
INVESTMENT INCOME	(3,650)	0	(3,650)	0	0	0	0	6,054	0	6,054	0	(4,205)				
COLLABORATOR CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0	0	0				
TOTAL NON-OPERATING REVENUE/(EXPENSE)	336,272	545,056	(208,784)	0	0	0	302,972	2,121,513	2,070,588	50,925	3	1,257,154				
NET SURPLUS (LOSS)	1,049,305	851,162	198,143	23	4,409,547	2,827,951	6,070,748	215	6,929,739							
EBIDA	\$ 1,286,073	\$ 1,086,592	\$ 199,481	18.35%	\$ 4,669,354	\$ 10,316,739	\$ 4,240,445	\$ 6,076,294	143,298	\$ 8,485,596						
EBIDA MARGIN	9.79%	8.42%	1.36%	16.19%	28.39%	12.58%	5.67%	6.91%	121.67%							
OPERATING MARGIN	5.43%	3.32%	2.11%	38.31%	8.26%	1.01%	7.25%	716.04%								
NET SURPLUS (LOSS) MARGIN	7.99%	5.60%	2.39%	21.02%	26.81%	10.85%	3.78%	186.96%								

HAZEL HAWKINS MEMORIAL HOSPITAL - ACUTE FACILITY
HOLLISTER, CA 95023
FOR PERIOD 12/31/24

	CURRENT MONTH			YEAR-TO-DATE			PRIOR YR 12/31/23	PERCENT VARIANCE	PRIOR YR 12/31/23
	ACTUAL 12/31/24	BUDGET 12/31/24	POS/NEG VARIANCE	PERCENT VARIANCE	ACTUAL 12/31/24	BUDGET 12/31/24			
GROSS PATIENT REVENUE:									
ROUTINE REVENUE	2,653,075	3,591,413	(838,338)	(23)	20,705,749	19,227,439	1,478,250	8	15,227,493
ANCILLARY INPATIENT REVENUE	3,185,777	4,658,253	(1,512,477)	(32)	23,544,258	22,926,492	1,618,429	7	21,926,494
HOSPITALIST I/P REVENUE	0	0	0	0	193,466	0	0	0	900,070
TOTAL GROSS INPATIENT REVENUE	6,038,852	8,389,666	(2,350,815)	(28)	44,250,669	41,153,931	3,096,679	8	42,054,055
ANCILLARY OUTPATIENT REVENUE	28,570,378	25,889,355	1,981,013	7	173,711,010	164,164,364	9,555,646	6	160,965,077
HOSPITALIST O/P REVENUE	0	0	0	0	58,821	0	0	0	322,000
TOTAL GROSS OUTPATIENT REVENUE	28,570,378	26,989,355	1,981,013	7	173,711,010	164,164,364	9,555,646	6	161,317,076
TOTAL GROSS ACUTE PATIENT REVENUE	35,009,229	35,379,021	(369,802)	(1)	217,961,680	205,338,355	12,623,325	6	203,371,132
DEDUCTIONS FROM REVENUE ACUTE:									
MEDICARE CONTRACTUAL ALLOWANCES	9,552,304	10,086,714	(533,810)	(5)	60,368,051	58,198,419	2,169,632	4	56,266,932
MEDI-CAL CONTRACTUAL ALLOWANCES	9,733,284	9,963,199	(229,915)	(2)	59,249,616	58,065,028	1,184,588	2	57,490,476
BAD DEBT EXPENSE	962,451	531,794	430,657	81	4,814,473	3,086,506	1,727,967	56	3,952,253
CHARITY CARE	12,178	40,026	(27,848)	(170)	168,566	232,306	(63,740)	(27)	270,498
OTHER CONTRACTUALS AND ADJUSTMENTS	4,440,241	4,336,925	103,316	2	4,772,822	27,495,304	1,831,956	6	26,541,966
HOSPITALIST/BEDS CONTRACTUAL ALLOW	0	0	0	0	4,121	0	0	0	12,431
TOTAL ACUTE DEDUCTIONS FROM REVENUE	24,700,059	24,958,656	(258,599)	(1)	152,096,010	145,145,607	6,950,403	5	144,503,467
NET ACUTE PATIENT REVENUE	10,309,171	10,420,373	(111,203)	(1)	65,865,669	60,192,748	5,672,921	9	58,867,665
OTHER OPERATING REVENUE	733,046	547,881	185,165	34	4,388,455	3,287,286	1,101,169	34	3,467,750
NET ACUTE OPERATING REVENUE	11,042,217	10,968,254	73,963	1	70,254,124	63,480,034	6,774,090	11	62,335,456
OPERATING EXPENSES:									
SALARIES & WAGES	3,795,055	4,163,334	(368,279)	(9)	23,600,390	24,705,690	(1,105,300)	(5)	22,334,414
REGISTRY	464,839	200,000	264,839	132	2,779,412	1,200,000	1,579,412	132	1,571,700
EMPLOYEE BENEFITS	1,529,087	1,722,255	(193,168)	(11)	9,595,177	10,655,469	(670,292)	(6)	9,510,098
PROFESSIONAL FEES	1,743,187	1,653,831	89,356	5	9,289,554	9,816,574	(417,020)	(4)	9,825,907
SUPPLIES	1,064,330	913,680	150,750	17	5,379,528	5,345,552	33,976	10	5,617,035
PURCHASED SERVICES	1,137,432	1,062,336	75,096	7	7,246,879	6,305,490	941,389	15	5,846,293
RENTAL	48,797	149,055	(252)	(252)	906,139	884,922	21,217	2	807,696
DEPRECIATION & AMORT	280,973	278,940	2,033	1	1,683,119	1,673,640	9,478	1	1,731,558
INTEREST	6,392	27,910	(21,518)	(77)	288,494	168,270	120,224	71	169,337
OTHER	378,115	285,447	92,668	(2)	2,334,184	2,288,724	45,460	2	2,195,185
TOTAL EXPENSES	10,548,206	10,546,622	1,784	0	64,112,894	63,054,431	1,058,453	2	59,629,109
NET OPERATING INCOME (LOSS)	494,010	421,632	72,378	17	5,141,240	425,603	5,715,637	1,343	2,706,347

HAZEL HARKINS MEMORIAL HOSPITAL - ACUTE FACILITY
HOSPITAL, CA 95023
FOR PERIOD 12/31/24

	CURRENT MONTH			YEAR-TO-DATE			
	ACTUAL 12/31/24	BUDGET 12/31/24	PERCENT VARIANCE	ACTUAL 12/31/24	BUDGET 12/31/24	PERCENT VARIANCE	PERIOD 12/31/23
NON-OPERATING REVENUE/EXPENSE:							
DONATIONS	0	5,000	(100)	74,889	30,000	249	146,523
PROPERTY TAX REVENUE	204,954	0	0	1,229,724	1,229,724	0	1,049,124
GO BOND PROP TAXES	175,915	175,915	0	1,055,489	1,055,490	(2)	1,022,327
GO BOND INT REVENUE/EXPENSE	(65,081)	(65,081)	0	(390,486)	(390,486)	(3)	(412,327)
OTHER NON-OPER REVENUE	15,866	(42)	(42)	35,709	35,846	261	108,043
OTHER NON-OPER EXPENSE	(21,672)	(94)	(94)	(129,741)	(129,468)	(273)	(153,743)
INVESTMENT INCOME	(3,590)	0	0	6,054	0	0	(4,209)
COLLABORATION CONTRIBUTIONS	0	0	0	0	0	0	0
TOTAL NON-OPERATING REVENUE/ (EXPENSE)	306,292	315,118	(9)	1,941,525	1,890,709	3	1,755,718
NET SURPLUS (LOSS)	800,302	736,950	5	8,082,875	2,316,311	249	4,562,065

HAZEL HAWKINS SKILLED NURSING FACILITIES
DALLISTER, CA
FOR PERIOD 12/31/24

	CURRENT MONTH			PRIOR YR			YEAR-TO-DATE			
	ACTUAL 12/31/24	BUDGET 12/31/24	POS/NRS VARIANCE	PERCENT VARIANCE	PRIOR YR 12/31/23	ACTUAL 12/31/24	BUDGET 12/31/24	POS/NRS VARIANCE	PERCENT VARIANCE	PRIOR YR 12/31/23
GROSS SNF PATIENT REVENUE:										
ROUTINE SNF REVENUE	2,074,440	1,980,154	94,286	5	2,097,330	11,874,750	11,613,256	261,494	2	13,237,886
ANCILLARY SNF REVENUE	486,469	326,733	159,736	49	251,068	2,202,770	1,916,232	286,538	15	1,850,511
TOTAL GROSS SNF PATIENT REVENUE	2,560,909	2,306,887	254,022	11	2,348,398	14,077,520	13,529,488	548,032	4	15,088,397
DEDUCTIONS FROM REVENUE SNF:										
MEDICARE CONTRACTUAL ALLOWANCES	324,853	213,085	111,768	53	459,423	1,566,482	1,249,704	316,778	25	1,315,334
MEDI-CAL CONTRACTUAL ALLOWANCES	140,857	124,441	16,416	13	190,959	617,159	729,825	(112,666)	(15)	1,007,097
BAD DEBT EXPENSE	(19,397)	5,000	(24,297)	(485)	(241,186)	(57,335)	30,000	(67,335)	(231)	(1,566,097)
CHARITY CARE	0	0	0	0	0	0	0	0	0	0
OTHER CONTRACTUALS AND ADJUSTMENTS	16,625	32,397	(15,772)	(49)	31,554	172,985	190,011	(17,026)	(9)	240,983
TOTAL SNF DEDUCTIONS FROM REVENUE	463,036	374,923	88,115	24	440,749	2,299,291	2,199,540	99,751	5	2,407,318
NET SNF PATIENT REVENUE	2,097,871	1,931,964	165,907	9	1,907,648	11,778,229	11,329,948	448,281	4	12,681,081
OTHER OPERATING REVENUE	0	0	0	0	0	0	0	0	0	0
NET SNF OPERATING REVENUE	2,097,871	1,931,964	165,907	9	1,907,648	11,778,229	11,329,948	448,281	4	12,681,081
OPERATING EXPENSES:										
SALARIES & WAGES	1,048,593	1,014,524	33,669	3	932,224	6,551,760	6,019,244	532,516	2	5,737,590
REGISTRY	32,802	29,839	2,963	10	3,984	274,274	177,110	97,164	55	120,820
EMPLOYEE BENEFITS	463,842	517,573	(53,731)	(10)	490,178	2,929,996	3,102,419	(172,423)	(6)	2,879,315
PROFESSIONAL FEES	2,210	2,392	(182)	(7)	2,210	13,260	14,136	(876)	(6)	13,260
SUPPLIES	102,634	96,611	6,023	6	96,998	576,237	2,299	573,938	0	590,752
PURCHASED SERVICES	120,815	89,286	31,529	35	61,651	529,958	53,852	476,106	10	479,723
RENTAL	18,265	1,094	17,171	1,570	1,019	6,494	20,401	(13,907)	314	6,066
DEPRECIATION	38,769	39,537	(768)	(2)	39,688	233,011	237,222	(4,211)	(2)	236,842
INTEREST	0	0	0	0	0	0	0	0	0	0
OTHER	50,918	56,465	(5,548)	(10)	52,525	350,603	335,328	15,275	5	290,493
TOTAL EXPENSES	1,878,848	1,847,711	31,137	2	1,680,417	11,142,243	10,998,148	144,095	1	10,354,952
NET OPERATING INCOME (LOSS)	219,023	84,253	134,770	160	227,232	635,986	331,800	304,186	92	2,326,229
NON-OPERATING REVENUE/EXPENSE:										
DONATIONS	0	0	0	0	0	0	0	0	0	0
PROPERTY TAX REVENUE	36,168	36,168	0	0	30,857	217,008	217,008	0	0	186,142
OTHER NON-OPER EXPENSE	(6,188)	(6,188)	0	0	(7,288)	(37,130)	(37,130)	(2)	(2)	(43,727)
TOTAL NON-OPERATING REVENUE/(EXPENSE)	29,980	29,980	0	0	23,569	179,878	179,880	(2)	(2)	142,416
NET SURPLUS (LOSS)	249,003	114,333	134,770	118	250,801	815,865	511,660	304,185	59	2,467,545

HAZEL HAWKINS MEMORIAL HOSPITAL
HOLLISTER, CA
For the month ended 12/31/24

	CURR MONTH 12/31/24	PRIOR MONTH 11/30/24	POS/NEG VARIANCE	PERCENTAGE VARIANCE	PRIOR YR 06/30/24
CURRENT ASSETS					
CASH & CASH EQUIVALENT	29,830,048	28,965,393	864,655	3	35,145,624
PATIENT ACCOUNTS RECEIVABLE	65,148,849	68,749,405	(3,600,556)	(5)	67,848,785
BAD DEBT ALLOWANCE	(8,470,932)	(8,510,214)	39,282	(1)	(9,487,617)
CONTRACTUAL RESERVES	(44,358,384)	(46,461,814)	2,103,431	(5)	(46,279,766)
OTHER RECEIVABLES	5,134,377	8,274,282	(3,139,905)	(38)	5,931,344
INVENTORIES	4,494,817	4,463,881	30,936	1	4,496,070
PREPAID EXPENSES	2,275,693	2,483,837	(208,144)	(8)	1,775,026
DUE TO\FROM THIRD PARTIES	272,832	272,832	0	0	200,709
TOTAL CURRENT ASSETS	54,327,301	58,237,601	(3,910,301)	(7)	59,630,175
ASSETS WHOSE USE IS LIMITED					
BOARD DESIGNATED FUNDS	7,748,688	6,642,916	1,105,773	17	3,512,919
TOTAL LIMITED USE ASSETS	7,748,688	6,642,916	1,105,773	17	3,512,919
PROPERTY, PLANT, AND EQUIPMENT					
LAND & LAND IMPROVEMENTS	3,370,474	3,370,474	0	0	3,370,474
BLDGS & BLDG IMPROVEMENTS	100,098,374	100,098,374	0	0	100,098,374
EQUIPMENT	45,097,074	44,821,298	275,776	1	44,435,024
CONSTRUCTION IN PROGRESS	2,656,105	2,528,401	127,704	5	1,393,964
GROSS PROPERTY, PLANT, AND EQUIPMENT	151,222,026	150,818,547	403,480	0	149,297,836
ACCUMULATED DEPRECIATION	(96,413,715)	(96,079,231)	(334,484)	0	(94,409,166)
NET PROPERTY, PLANT, AND EQUIPMENT	54,808,312	54,739,316	68,996	0	54,888,670
OTHER ASSETS					
UNAMORTIZED LOAN COSTS	362,681	368,592	(5,911)	(2)	398,148
PENSION DEFERRRED OUTFLOWS NET	7,038,149	7,038,149	0	0	7,038,149
TOTAL OTHER ASSETS	7,400,830	7,406,741	(5,911)	0	7,436,297
TOTAL UNRESTRICTED ASSETS	124,285,131	127,026,574	(2,741,443)	(2)	125,468,061
RESTRICTED ASSETS	128,273	128,219	54	0	127,119
TOTAL ASSETS	124,413,404	127,154,793	(2,741,390)	(2)	125,595,180

HAZEL HAWKINS MEMORIAL HOSPITAL
 HOLLISTER, CA
 For the month ended 12/31/24

	CURR MONTH 12/31/24	PRIOR MONTH 11/30/24	POS/NRG VARIANCE	PERCENTAGE VARIANCE	PRIOR YR 06/30/24
CURRENT LIABILITIES					
ACCOUNTS PAYABLE	5,965,117	5,690,209	(274,908)	5	8,572,685
ACCRUED PAYROLL	3,355,825	2,853,024	(502,801)	18	5,824,977
ACCRUED PAYROLL TAXES	488,797	416,854	(71,943)	17	1,608,471
ACCRUED BENEFITS	6,446,551	5,908,947	(537,604)	9	6,695,829
OTHER ACCRUED EXPENSES	63,497	62,005	(1,492)	2	89,559
PATIENT REFUNDS PAYABLE	1,310	28,404	27,095	(95)	12,920
DUE TO\FROM THIRD PARTIES	(800,454)	971,527	1,771,981	(182)	2,355,584
OTHER CURRENT LIABILITIES	771,552	1,026,499	254,947	(25)	611,755
TOTAL CURRENT LIABILITIES	16,292,195	16,957,469	665,274	(4)	25,771,780
LONG-TERM DEBT					
LEASES PAYABLE	4,676,553	7,773,475	3,096,922	(40)	5,107,486
BONDS PAYABLE	31,571,001	31,599,521	28,520	0	31,742,121
TOTAL LONG TERM DEBT	36,247,554	39,372,996	3,125,442	(8)	36,849,607
OTHER LONG-TERM LIABILITIES					
DEFERRED REVENUE	0	0	0	0	0
LONG-TERM PENSION LIABILITY	23,814,514	23,814,514	0	0	23,814,514
TOTAL OTHER LONG-TERM LIABILITIES	23,814,514	23,814,514	0	0	23,814,514
TOTAL LIABILITIES	76,354,263	80,144,979	3,790,716	(5)	86,435,901
NET ASSETS:					
UNRESTRICTED FUND BALANCE	39,064,686	39,064,686	0	0	39,064,686
RESTRICTED FUND BALANCE	95,747	95,693	(54)	0	94,593
NET REVENUE/(EXPENSES)	8,898,708	7,849,435	(1,049,273)	13	0
TOTAL NET ASSETS	48,059,141	47,009,814	(1,049,327)	2	39,159,279
TOTAL LIABILITIES AND NET ASSETS	124,413,404	127,154,793	2,741,390	(2)	125,595,180



San Benito Health Care District
Hazel Hawkins Memorial Hospital
DECEMBER 2024

Description	MTD Budget	MTD Actual	YTD Actual	YTD Budget	FYE Budget
Average Daily Census - Acute	16.60	12.48	14.31	14.37	14.90
Average Daily Census - SNF	83.98	89.03	85.82	82.99	85.00
Acute Length of Stay	3.22	2.63	2.65	2.97	2.90
ER Visits:					
Inpatient	129	175	829	671	1,444
Outpatient	2,308	2,321	12,825	12,543	25,269
Total	2,437	2,496	13,654	13,214	26,713
Days in Accounts Receivable	50.0	53.1	53.1	50.0	50.0
Productive Full-Time Equivalents	521.33	501.87	510.90	521.33	521.33
Net Patient Revenue	12,352,337	12,407,041	77,640,899	71,522,696	144,649,605
Payment-to-Charge Ratio	32.8%	33.0%	33.3%	32.7%	32.7%
Medicare Traditional Payor Mix	29.60%	27.98%	28.17%	29.06%	28.51%
Commercial Payor Mix	21.42%	23.64%	23.36%	21.67%	21.88%
Bad Debt % of Gross Revenue	1.42%	2.51%	2.05%	1.42%	1.42%
EBIDA	1,086,592	1,286,073	10,316,739	4,240,445	9,671,943
EBIDA %	8.42%	9.79%	12.58%	5.67%	6.40%
Operating Margin	3.92%	5.43%	8.26%	1.01%	1.72%
Salaries, Wages, Registry & Benefits %:					
by Net Operating Revenue	59.21%	55.82%	55.75%	61.32%	61.10%
by Total Operating Expense	61.63%	59.02%	60.77%	61.94%	62.15%
Bond Covenants:					
Debt Service Ratio	1.25	11.05	11.05	1.25	5.18
Current Ratio	1.50	3.33	3.33	1.50	2.00
Days Cash on hand	30.00	74.67	74.67	30.00	100.00
Met or Exceeded Target					
Within 10% of Target					
Not Within 10%					

Statement of Cash Flows

Hazel Hawkins Memorial Hospital

Hollister, CA

Six months ending December 31, 2024

	CASH FLOW		COMMENTS
	Current Month 12/31/2024	Current Year-To-Date 12/31/2024	
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net Income (Loss)	\$1,049,305	\$8,898,739	
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:			
Depreciation	334,484	2,004,550	
(Increase)/Decrease in Net Patient Accounts Receivable	1,457,844	798,131	
(Increase)/Decrease in Other Receivables	3,139,905	796,967	
(Increase)/Decrease in Inventories	(30,336)	1,253	
(Increase)/Decrease in Pre-Paid Expenses	208,144	(509,868)	
(Increase)/Decrease in Due From Third Parties	0	(7,123)	
Increase/(Decrease) in Accounts Payable	274,908	(7,807,565)	
Increase/(Decrease) in Notes and Loans Payable	0	0	
Increase/(Decrease) in Accrued Payroll and Benefits	1,112,348	(3,336,104)	
Increase/(Decrease) in Accrued Expenses	1,492	(25,063)	
Increase/(Decrease) in Patient Refunds Payable	(7,455)	(1,809)	
Increase/(Decrease) in Third Party Advances/Liabilities	1,158,511	(3,158,035)	
Increase/(Decrease) in Other Current Liabilities	(258,542)	159,798	Semi-Annual Int. - 2005 GO & 2021 Revenue Bonds
Net Cash Provided by Operating Activities:	4,444,166	27,487,736	
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of Property, Plant and Equipment	(403,480)	(1,624,191)	
(Increase)/Decrease in Limited Use Cash and Investments	0	0	
(Increase)/Decrease in Other Limited Use Assets	(1,105,772)	(4,235,704)	Bond Principal & Int Payment - 2014 (2006) & 2021 Bonds
(Increase)/Decrease in Other Assets	5,911	35,466	Amortization
Net Cash Used by Investing Activities	(1,503,342)	(6,124,494)	
CASH FLOWS FROM FINANCING ACTIVITIES:			
Increase/(Decrease) in Capital Lease Debt	(3,056,922)	(430,853)	
Increase/(Decrease) in Bond Mortgage Debt	(28,520)	(171,120)	
Increase/(Decrease) in Other Long Term Liabilities	0	(602,053)	2014 GO Principal & Refinancing of 2013 Bonds with 2021 Bonds
Net Cash Used for Financing Activities	(3,125,442)	(1,204,026)	
(INCREASE)/DECREASE IN RESTRICTED ASSETS	(32)	(32)	
Net Increase/(Decrease) in Cash	864,655	(5,315,576)	
Cash, Beginning of Period	28,965,393	35,145,624	
Cash, End of Period	\$29,830,048	\$29,830,048	\$0
Cost per day to run the District	\$399,487	\$32,347,059	Budgeted Cash on Hand
Operational Days Cash on Hand	74.57	182,617.0111	Variance

Hazel Hawkins Memorial Hospital
 Supplemental Payment Programs
 As of December 31, 2024, FYE June 30, 2025

	Payer	Actual FY 2025	Actual FY 2024	Notes:
Intergovernmental Transfer Programs:				
- AB 113 Non-Designated Public Hospital (NDPH) SFY 2022/2023 Final Payment SFY 2023/2024	DHCS	425,000	407,785	Requires District to fund program and wait for matching return. Paid on 04/17/24, \$156,525.63, funds rec'd in June. Exp. June 2025.
SFY 2023/2024 Interim SFY 2024/2025	DHCS	389,100	434,472	Paid on 04/24/24, \$506,883.51, funds rec'd in June. Exp. June 2025.
- SB 239 Hospital Quality Assurance Fund (HOAF) CY 2022	Anthem	-	2,405,548	Net amount rec'd on November 1, 2023 check for CY 2022.
- SB 239 Hospital Quality Assurance Fund (HOAF) CY 2023	Anthem	-	2,432,278	IGT by March 22, 2024 of \$1,257,738, funds expected in May/June. Expected in May 2025.
- SB 239 Hospital Quality Assurance Fund (HOAF) CY 2024	CCAH	2,425,000	-	IGT by Feb. 23, 2024 of \$472,508, funds expected in April/May. Expected in December 2024.
- Rate Range Jan. 1, 2022 through Dec. 31, 2022	Anthem	656,068	1,025,179	IGT by Feb. 16, 2024 of \$1,891,350.65, funds expected in April/May. Expected in May 2025.
- QIP PY 5 Settlement	Anthem	-	3,459,757	Expected in May 2025. Paid on 02/26/2024.
- QIP PY 6 Settlement	Anthem	3,450,000	-	Paid on 04/08/2024.
- QIP PY 4 1st Loan Repayment	District	(1,253,000)	(1,253,000)	Due January 3, 2025. Paid on December 9, 2024.
- QIP PY 4 2nd Loan Repayment	District	(1,722,438)	(1,722,438)	
- QIP PY 5 Loan Repayment	District	(3,090,086)	-	
IGT sub-total		4,255,082	7,689,581	
Non-Intergovernmental Transfer Programs:				
- AB 915	DHCS	4,100,000	4,143,717	Direct Payments. Received on March 11, 2024. Exp. June 2025.
- SB 239 Hospital Quality Assurance Fund (HOAF)	DHCS	1,069,577	1,069,577	Rec. Sep. 4, 2024.
- SB 239 Hospital Quality Assurance Fund (HOAF)	DHCS	-	3,208,731	1st, 2nd & 3rd Qtrs rec'd on 03/19/2024, 05/23/2024 & 06/27/2024. Expected to Rec. 3rd & 4th qtr payments by Jan. 2025
- SB 239 Hospital Quality Assurance Fund (HOAF) VIII	DHCS	1,081,621	-	Rec'd 1st, 2nd, & 3rd Qtr payments YTD. Based on actual cost difference.
- SB 239 Hospital Quality Assurance Fund (HOAF) VIII	DHCS	3,244,863	-	Expected quarterly through June 30, 2025.
- Distinct Part, Nursing Facility (DP/NF)	-	-	-	
- Medi-Cal Disproportionate Share (DSH)	DHCS	606,651	1,452,877	
Non-IGT sub-total		10,102,712	9,874,903	
Program Grand Totals		14,357,794	17,564,484	
Total Received		4,921,091	18,970,344	
Total Pending		12,526,789	1,069,577	
Total Paid		(3,090,086)	(2,475,438)	
Net Supplemental Payments		14,357,794	17,564,484	



Board of Directors Contract Review Worksheet

Agreement for Professional Services with Bay Area Gynecology Oncology, Inc.

Executive Summary: Bay Area Gynecology Oncology, Inc., under the leadership of James Lilja, M.D., provides comprehensive gynecology oncology and urogynecology specialty medical services throughout the Bay Area.

Gynecology oncology includes the diagnosis and treatment of cancers and other conditions affecting the female reproductive organs/system, while urogynecology services includes the treatment of pelvic floor conditions including bladder/urinary incontinence, prolapse, and congenital anomalies of the lower reproductive tract.

Currently, all patients needing these services have to travel out of the area. Bringing these services to our community will afford patients the convenience of having these much needed specialty services close to home. Furthermore, our current OB/Gyn physicians are fully supportive of the group's presence and already refer patients to the group.

Recommended Board Motion: It is recommended the hospital Board approve the Professional Services Agreement with Bay Area Gynecology Oncology, Inc. at a rate of \$480.00 per hour for gynecology oncology services and \$415.00 per hour for urogynecology services.

Services Provided: Part-time gynecology oncology and urogynecology professional services up to 10.5 hours per scheduled shift, twice per month.

Agreement Terms:

Contract Term	Effective-Date	Estimated Base Monthly Cost	Estimated Annual Cost	Term clause
2 years	2/13/2025	\$10,080	\$120,960	60 days

**PROFESSIONAL SERVICES AGREEMENT
FOR GYNECOLOGY ONCOLOGY and UROGYNECOLOGY COVERAGE**

This Professional Services Agreement (“Agreement”) is made, entered into and effective as of **February 13, 2025** (“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 (“SBHCD”), and **Bay Area Gynecology Oncology, Inc.**, a California professional medical corporation (“Group”).

RECITALS

- A. SBHCD owns and operates Hazel Hawkins Memorial Hospital, a licensed general acute care facility located at 911 Sunset Drive, Hollister, California (“Hospital”). Hospital provides inpatient and outpatient services to residents of the San Benito Health Care District and surrounding communities which constitute the Hospital’s service area (“Hospital Service Area”).
- B. SBHCD owns and operates a rural health clinic as defined in Title 22, California Code of Regulations section 51115.5 to provide services to patients in the Hospital Service Area (“Clinic”). Clinic operates under the name “Hazel Hawkins Community Health Clinic.”
- C. Group is licensed to practice medicine in the State of California, is a member in good standing of the medical staff of Hospital and is experienced and qualified to provide gynecology oncology and urology gynecology services (“Services”).
- D. Section 32129 of the California Health and Safety Code provides that a health care district may contract with a group to render professional health services in order to ensure that adequate health care is available to all residents within its service area.
- E. SBHCD has determined that entering into this part-time Agreement with Group for gynecology oncology and urology gynecology is in the best interests of the Hospital and the public health of the residents of the Hospital Service Area and is an appropriate way to assure availability of rural health clinic services to patients in the Hospital Service Area.
- F. The parties desire to enter into this Agreement to set forth their respective responsibilities in connection with the Services provided by Group in the Hospital Service Area during the term of this Agreement.

The parties hereby agree as follows:

1. DUTIES AND OBLIGATIONS OF GROUP

- 1.1 **Medical Services.** Group shall, through its contracted or employee licensed physicians (“Physicians”), provide professional health care services in Group’s medical specialty to patients at Clinic and Hospital, as more fully described in Exhibit A, which is attached to this Agreement and incorporated by this reference (“Services”). Professional health care services include Medicare services, Medi-Cal services, services pursuant to any other federal health care program or a state health care financial program (“Governmental Programs”), workers’ compensation services, and charity care. Group shall cooperate to enable Clinic’s and Hospital’s participation in Medicare, Medi-Cal, Governmental Programs, workers’ compensation services and commercial payor programs. Group shall provide Services to all patients, including Medicare, Medi-Cal, Governmental Program, and workers’ compensation beneficiaries, in a non-discriminatory manner and in accordance with all applicable laws and SBHCD policies and procedures, as developed and implemented in collaboration with physician leadership of Hospital and Clinic.
- 1.2 **Qualifications.**
 - 1.2.1 **Qualifications of Group.** Group: (i) shall be duly licensed to practice medicine by the State of California; and (ii) is a California professional medical corporation, in good standing and fully qualified to do business in the State of California; (iii); and (iv) not be excluded from participation in any governmental healthcare program.

- 1.2.2. Qualifications of Physicians. Each of Group's Physicians shall: (i) be licensed to practice medicine in the State of California; (ii) be qualified to perform the services required under this Agreement by having levels of competence, experience, and skill comparable to those prevailing in the community; (iii) be approved for and maintain active membership and/or clinical privileges on the Hospital's medical staff in accordance with medical staff bylaws, rules and regulations, and other medical staff governing directives; (iv) be certified as a participating physician in the Medicare, Medi-Cal programs; and (v) hold an unrestricted Drug Enforcement Administration ("DEA") registration number.
- 1.3 Compliance. In connection with the operation and conduct of the Clinic and Hospital and rendition of Services, Group shall, at all times, comply with the applicable terms of this Agreement and with all applicable federal, state and local laws, rules and regulations, including requirements for participation in the Medicare and Medi-Cal programs, the Hospital medical staff bylaws, rules and regulations, and applicable policies and procedures, and will at all times be aware of and participate in meeting the SBHCD Corporate Compliance program goals and objectives.
- 1.4 Credentialing. In order to be efficiently credentialed with payors contracted with SBHCD, Group shall participate in the Council for Affordable Quality Healthcare ("CAQH") credentialing program and shall timely comply with requests from CAQH or SBHCD personnel for (i) credentialing information regarding Group, and (ii) documents necessary for the credentialing of Group.
- 1.5 Use of Premises. No part of the SBHCD premises shall be used at any time by Group as an office for the general or private practice of medicine.
- 1.6 Medical Records/Chart Notes. Group shall provide appropriate and necessary documentation for each patient's medical record for all patient encounters in the Clinic and Hospital in compliance with the hospital's and clinics' policies and procedures.
- 1.7 Coding. Group shall properly code all professional services rendered to patients. Group's coding shall be used for purposes of billing for Services provided by Group. All such coding shall be subject to review and audit by an independent auditing company mutually agreed upon by the parties.

2. DUTIES AND OBLIGATIONS OF SBHCD

- 2.1 Duties. SBHCD agrees to furnish at its own cost and expense, for the operation of the Clinic and Hospital, the following:
- 2.1.1 Space and Equipment. Space and Equipment as may be reasonably required for the operation of the Clinic and Hospital as approved by SBHCD.
- 2.1.2 Services and Supplies. Maintenance, repair, and replacement of equipment as are reasonably required; all utilities, including telephone, power, light, gas, and water; and all supplies that may be reasonably required for the operation of the Clinic and Hospital.
- 2.1.3 Non-physician Personnel. All non-physician personnel with appropriate education, training and experience required to operate the Clinic and Hospital, including a qualified administrative manager. SBHCD shall have the sole right and responsibility for the hiring and termination of all its employees. SBHCD shall be responsible for the scheduling of non-physician Clinic and Hospital personnel.
- 2.2 Eligibility. At all times during the term of this Agreement, Clinics and Hospital shall remain eligible to participate in the Medicare and Medi-Cal programs.
- 2.3 Contracts. SBHCD shall be solely responsible for negotiating all contracts for the reimbursement of Services provided in the Clinic and Hospital. SBHCD in its sole and absolute discretion shall determine the negotiation parameters for the terms, conditions, and rates for such contracts.
- 2.4 Access to Records. Group shall have access to the SBHCD patient medical and business records for quality of care and compliance purposes.

3. BILLING AND ASSIGNMENT OF REVENUE

- 3.1 Billing and Collection. SBHCD shall perform billing and collection services under this Agreement. Group shall cooperate with SBHCD and shall use his/her best efforts to furnish appropriate documentation of patient care services provided by Group to enable SBHCD to timely and accurately bill and collect for such services.
- 3.2 Assignment of Professional Service Revenues. Group hereby assigns to SBHCD the right to all revenue from any and all patients, third-party payors, and governmental programs for all Services rendered by Group and its Physicians at the Hospital and the Clinic under this Agreement. The Parties intend that SBHCD may bill and collect directly from the Medicare carrier for Group's services to Medicare beneficiaries in compliance with Medicare Publication 100-04, Chapter 1, Sec. 30.2.7.

4. COMPENSATION FOR SERVICES BY GROUP

- 4.1 Compensation. As compensation for the provision of Services in the Clinic and Hospital, SBHCD shall pay Group as outlined in Exhibit A to this Agreement and in accordance with the normal SBHCD contract payment process for Services provided by Group. Group shall not bill for facility fees, administrative, supervisory, medical director, or similar services.
- 4.2 Schedule of Charges. SBHCD, in its sole and absolute discretion, shall decide upon the schedule of charges for the Clinic and Hospital. Pursuant to California Health and Safety Code Section 32129, the SBHCD Board of Directors may review the fees and charges for Services provided at the Clinic and Hospital to ensure such fees and charges are reasonable, fair, and consistent with the basic commitment of SBHCD to provide adequate health care to all residents within the Hospital Service Area.

5. TERM AND TERMINATION

- 5.1 Term. The term of this Agreement shall commence on the Effective Date and continue for a period of two (2) years, unless terminated earlier as provided in this Agreement, and shall renew for successive one (1) year periods upon mutual agreement. Either party shall have the right to terminate this Agreement without stating a cause or reason and without cost or penalty upon sixty (60) days' prior written notice to the other party. If this Agreement is terminated prior to expiration of the initial year of the term, the parties shall not enter into any new agreement or arrangement during the remainder of such year.
- 5.2 Termination for Cause. Either party shall have the right to terminate the Agreement for cause upon not less than thirty (30) days written notice; provided, however, that in the case of (i) Sections 5.3.1, 5.3.4, and 5.3.5, no additional notice beyond that specified therein shall be required, (ii) Section 5.3.6, no notice shall be required and this Agreement will terminate effective as of the date of such exclusion, suspension, debarment from, or ineligibility for, any federal or state health care program, and/or of such conviction of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, (iii) Section 5.3.7 this Agreement will terminate immediately upon written notice from SBHCD, and (iv) insolvency or bankruptcy described in Section 5.3.2, as of the date of such insolvency or declaration of bankruptcy, as applicable).
- 5.3 Definition of Cause. For purposes of this Agreement, "cause" shall include, but not be limited to, the occurrence of any of the following events:
- 5.3.1 SBHCD or Group is in breach of any material term or condition of this Agreement and such breach has not been cured within thirty (30) days following notice of such breach.
- 5.3.2 SBHCD or Group becomes insolvent or declares bankruptcy.
- 5.3.3 The license to practice medicine or to prescribe controlled substances of Group is revoked or suspended.
- 5.3.4 SBHCD fails to carry or reinstate the insurance required in Article 8 of this Agreement or such coverage is cancelled or revoked within ten (10) days following notice of revocation from its insurance carrier.

- 5.3.5 Upon the determination that Group has violated a material term of Article 9 of this Agreement.
- 5.3.6 The performance by either party of any term, condition, or provision of this Agreement which jeopardizes the licensure of Hospital, Hospital's participation in Medicare, Medi-Cal or other reimbursement or payment program, or Hospital's full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of Hospital's bonds, or if for any other reason such performance violates any statute, ordinance, or is otherwise deemed illegal, or is deemed unethical by any recognized body, agency, or association in the healthcare fields, and the jeopardy or violation has not been or cannot be cured within sixty (60) days from the date notice of such jeopardy or violation has been received by the parties.
- 5.3.7 The loss of or reduction in Physician's medical staff privileges at any hospital where Group Physician provides professional health care services, whether voluntary or involuntary.
- 5.4 Termination/Expiration Not Subject to Fair Hearing. It is agreed between the parties that should either party exercise its right to terminate this Agreement such decision to terminate, and the actual termination or expiration of this Agreement, shall apply to rights under this Agreement only and not to Group's medical staff privileges or membership on the medical staff of Hospital. The termination or expiration of this Agreement shall not be subject to the Fair Hearing Plan of the Medical Staff Bylaws, the hearing procedures provided by Healthcare District Law, or any other fair hearing procedure regarding medical staff appointments or privileges.

6. INDEPENDENT CONTRACTOR

- 6.1 Independent Contractor Status. Group is engaged in an independent contractor relationship with SBHCD in performing all work, services, duties, and obligations pursuant to this Agreement. Neither SBHCD nor Hospital shall exercise any control or direction over the methods by which Group performs work and functions, except that Group shall perform at all times in strict accordance with then currently approved methods and practices of Group's professional specialty. SBHCD's sole interest is to ensure that Group performs and renders services in a competent, efficient, and satisfactory manner in accordance with high medical standards.
- 6.2 Independent Contractor Responsibilities. The parties expressly agree that no work, act, commission, or omission of Group pursuant to the terms and conditions of this Agreement shall be construed to make or render Group, the agent or employee of SBHCD or Hospital. Group shall not be entitled to receive from SBHCD or Hospital vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability or unemployment insurance benefits or any other employee benefit.

7. REPRESENTATIONS AND WARRANTIES OF PARTIES

- 7.1 SBHCD for itself, and its directors, officers, employees, and agents (collectively, "Agents"), and Group for itself, its Physician(s), its Agents, and Physicians' Agents hereby warrants and represent as follows:
- 7.1.1 Neither it nor any of its Agents or Physician(s) (i) is excluded, suspended, or debarred from, or otherwise ineligible for, participation in any federal or state health care program including, without limitation, Medicare or Medi-Cal; (ii) has been convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program including, without limitation, Medicare or Medi-Cal; or (iii) have had their medical staff privileges at any health care facility denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction; and
- 7.1.2 It shall, and it shall ensure that each of its Agents shall, notify the other parties thereto immediately in writing of (i) any threatened, proposed, or actual exclusion, suspension, or debarment; (ii) any conviction of a criminal offense related to conduct that would or could trigger an exclusion, of it or any of its Agents from any federal or state health care program; or (iii) any anticipated or actual breach of any term or condition of this Agreement.

8. LIABILITY/MALPRACTICE INSURANCE COVERAGE

- 8.1 Group shall maintain and provide proof of general and professional liability insurance coverage for Group for Services provided by Group to SBHCD patients in the hospital and clinic settings during the term of this Agreement in a minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

9. PROTECTED HEALTH INFORMATION

- 9.1 Protected Health Information. Group shall maintain the confidentiality of all Protected Health Information ("PHI") in accordance with all applicable federal, state, and local laws and regulations, including, but not limited to, the California Confidentiality of Medical Information Act and the Federal Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"). Without limiting the foregoing, Group agrees to maintain PHI, as defined from time to time under HIPAA, which may be made available to or received by Group pursuant to this Agreement, in accordance with the requirements of HIPAA. Group agrees that Group shall:
- 9.1.1 Not use or further disclose PHI in a manner that would violate HIPAA if done by Hospital or violate the requirements of applicable laws or this Agreement;
 - 9.1.2 Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by law and the terms of this Agreement, and report to Hospital any use or disclosure of PHI not permitted by law or by this Agreement of which Group becomes aware;
 - 9.1.3 Comply with the elements of any compliance program established by Hospital that applies to the use or disclosure of PHI and ensure that any subcontractors or agents to whom Group provides PHI agree to the same restrictions and conditions that apply to Group with respect to such PHI;
 - 9.1.4 In accordance with HIPAA, (i) make available PHI to the subject Patient; (ii) make available PHI for amendment and incorporate any amendments to PHI; and (iii) make available the information required to provide an accounting of disclosures of PHI to the subject Patient;
 - 9.1.5 Make Group's internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services for purposes of determining Hospital's and Group's compliance with HIPAA;
 - 9.1.6 At termination of this Agreement, return or destroy all PHI received from or created by SBHCD and retain no copies of such PHI or, if return or destruction is not permissible under law or the terms of this Agreement, continue to maintain all PHI in accordance with the provisions of this Section and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- 9.2 Electronic Protected Health Information ("E PHI"). Group agrees that Group will: (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the E PHI that Group creates, receives, maintains, or transmits on behalf of SBHCD; (ii) report to SBHCD any security incident with respect to E PHI of which Group becomes aware; and (iii) ensure that any agent, including a subcontractor, to whom Group provides E PHI agrees to implement reasonable and appropriate safeguards to protect such information.

10. GENERAL PROVISIONS

- 10.1 Notices. Any notice to be given to any party hereunder shall be deposited in the United States Mail, duly registered or certified, with return receipt requested, with postage paid, and addressed to the party for which intended, at the following addresses, or to such other address or addresses as the parties may hereafter designate in writing to each other.

SBHCD: San Benito Health Care District
Office of the Chief Executive Officer

911 Sunset Drive
Hollister, CA 95023

Group: Bay Area Gynecology Oncology, Inc.
Post Office Box 33235
Los Gatos, CA 95031

- 10.2 **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 10.3 **Governing Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Venue shall be in the County of San Benito, California.
- 10.4 **Ownership of Patient Records.** All Clinic and Hospital patient records shall be maintained by SBHCD and are the property of SBHCD. Group shall have the right to access such records during normal business hours.
- 10.5 **No Referrals.** Nothing in this Agreement is intended to obligate or induce any party to this Agreement to refer patients to any other party.
- 10.6 **Exclusive Property of SBHCD.** All data, files, records, documents, promotional materials, and similar items relating to the business of SBHCD, whether prepared by or with the assistance of Group or otherwise coming into Group's possession shall remain the exclusive property of SBHCD and shall not be removed from SBHCD's facilities under any circumstances without the prior written consent of SBHCD.
- 10.7 **Confidentiality.** The parties acknowledge and agree that during the term of this Agreement and in the course of the discharge of Group's duties hereunder, Group shall have access to and become acquainted with information concerning the operation of SBHCD, and information which, pursuant to applicable law and regulation, is deemed to be confidential, including, but not limited to, trade secrets, medical records, patient medical and personal information, and personnel records. Group agrees that such information shall not be disclosed either directly or indirectly to any other person or entity or used by Group in any way either during the term of this Agreement or at any other time thereafter, except as is required herein. Group understands breach of this article will be an irremediable breach of this Agreement. Such breach will result in immediate termination of this Agreement.
- 10.8 **Binding Agreement; No Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective legal representatives, successors, and permitted assigns. No party may assign this Agreement or any rights hereunder, or may they delegate any of the duties to be performed hereunder without the prior written consent of the other party.
- 10.9 **Dispute Resolution.** If any dispute, controversy, or claim arises out of this Agreement, for a period of thirty (30) days following written notice of the dispute, controversy or claim from one party to the other, the parties will use their good faith efforts to resolve the dispute, controversy, or claim. If the matter cannot be resolved by the parties in this fashion, then such dispute, claim or controversy shall be heard in San Benito County, California, pursuant to the provisions of California Code of Civil Procedure Sections 638 through 645.1, inclusive. The hearing shall be final and binding to the greatest extent permitted by law, and the cost thereof, including reasonable attorneys' fees, shall be borne by the losing party in such proportions as the referee may decide. Judgment on the award may be entered in any court having jurisdiction thereof.
- 10.10 **Section 952 of Omnibus Budget Reconciliation Act of 1980.** In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), Group agrees that the books and records of Group will be available to the Secretary of Department of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, for four (4) years after termination of this Agreement. In the event that any of the services to be performed under this Agreement are performed by any subcontractor of Group at a value or cost of \$10,000 or more over a twelve (12) month period, Group shall comply and assure that such subcontractor complies with the provisions of Section 952 of the

Omnibus Reconciliation Act of 1980. If not applicable to this Agreement, this Section shall automatically be repealed.

10.11 Entire Agreement; Amendment. This Agreement, its exhibits, and all referenced documents constitute the entire agreement between the parties pertaining to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous agreements, representations and understandings of the parties which relate to the subject matter of this Agreement. No supplement, amendment or modification of this Agreement shall be binding unless executed in writing by all of the parties.

The parties hereby executed this Agreement as of the Effective Date first set forth above.

SBHCD
San Benito Health Care District

Group
Bay Area Gynecology Oncology, Inc.

By: _____
Mary T. Casillas, Chief Executive Officer

James Lilja, M.D., Chief Executive Officer

Date: _____

Date: _____

EXHIBIT A

GROUP SERVICES AND COMPENSATION

- A.1 **Further Description of Medical Services.** Group shall provide professional medical services in Group's specialty at locations specified by SBHCD, which will be within the SBHCD healthcare district boundaries, or at facilities within thirty (30) miles of the SBHCD Hospital.
- A.1.1 **Professional Services.** Group shall provide Services in the Clinic and Hospital beginning on the Effective Date. Group shall provide such services in coordination with other physicians who are contracted with SBHCD to provide similar services to patients and pursuant to a mutually agreed-upon schedule. If Group and other physicians cannot agree on such a schedule, SBHCD shall determine the schedule.
- A.1.2 **Specialty Services.** Group shall provide the following **Gynecology Oncology and Urology Gynecology Services:**
- Management of Group's own admitted patients; management of the care of patients admitted at the request of and with the attending or referring physician, and thereafter managing the care rendered to such patients; family conferences as requested in consultation with social services; consultations, upon request, for members of the Hospital's Medical Staff, including the hospitalist group; and assistance with the management and treatment of patients for whom Group is responsible as head of a multi-disciplinary team. When the patient has an attending/referring physician, Group shall include such physician in decision making and keep such physician informed.
- A.1.3 **Clinic Services.** Clinic operating hours are Monday through Friday, from 8:00 a.m. to 5:00 p.m. Group shall provide the following Clinic Services in the Clinics in accordance with the schedule set forth in Section A.2 of this Exhibit A:
- A.1.3.1 New and follow-up office visits;
 - A.1.3.2 Consultations;
 - A.1.3.3 Post discharge follow-up visits;
 - A.1.3.4 Ensuring the quality, availability, and expertise of medical services rendered in the Clinic and at Clinic-related activities;
 - A.1.3.5 Supervising physician assistants and nurse practitioners (collectively referred to as "Mid-Level Practitioners") as necessary for reimbursement or consult in the absence of the Medical Director;
 - A.1.3.6 Coordination of medical activities of the Clinic as a whole to be accomplished through continuous communication with appropriate SBHCD administrative personnel regarding medical administration of the Clinic;
 - A.1.3.7 Assisting with the development of a plan for quality assurance for the Clinic;
 - A.1.3.8 Provide required chart review and audits of care provided by Mid-Level Practitioners
 - A.1.3.9 Other services as are mutually agreed to be appropriate and appropriately provided in an outpatient setting by a Group specializing in Gynecology Oncology.
- A.2 **Schedule.** Group's schedule shall include Medical Services to SBHCD patients a minimum of two (2) days per month, on a schedule to be mutually agreed upon, for a minimum of thirty-six (36) weeks per year (which includes Clinic time, scheduled operating room time, inpatient rounding, and operating room add-on time) in the Hospital or Clinic setting.
- A.3 **Hospital Call Coverage.** There is no Hospital Call Coverage provision associated with this Agreement. It is understood by Group and SBHCD that when Group is not providing on-site coverage, Emergency

Call needs will be covered by the assigned obstetrics and gynecology physician per the published hospital emergency call schedule.

A.4 **Compensation.**

A.4.1 **Compensation Methodology Compliance.** In order to maintain continuity in the Compensation Methodology under this Agreement and to ensure commercial reasonableness and fair market value compensation to Group for Services provided under this Agreement in compliance with Stark Law and Anti-Kickback regulations, SBHCD and Group agree that SBHCD retains the right to continue, for the term of this Agreement, application of the compensation formula in this Agreement.

A.4.2 **Compensation.** Group's Compensation, which includes professional services and supervision ("Compensation"), shall be paid on a monthly basis on SBHCD's standard payment cycle for similar agreements and shall be in the amount of Four Hundred Eighty Dollars and No Cents (\$480.00) per hour for Gynecology Oncology services and Four Hundred Fifteen Dollars and No Cents (\$415.00) per hour for Urology Gynecology services up to a maximum of ten and one-half (10.5) hours per scheduled day.

A.4.3 **Payment on Termination.** On termination of this Agreement, which is not extended, renewed or superseded by another agreement, SBHCD shall pay to Group any amounts due to Group within forty-five (45) days after the termination of this Agreement.

A.4.4 **Agreement Includes All Compensation from SBHCD.** Incorporated into compensation under the Agreement, unless specifically excluded, are all the Group's sources of practice revenues and income, including Hospital Call coverage stipends, other hospital on-call fees, hospital stipends, and reading fees; provided, however, that services as a medical director within SBHCD, service on medical staff or SBHCD positions such as department chair or chief of staff, call panels which are not currently in effect, or other items specifically excluded by written agreement between Group and SBHCD shall be independently compensated to Group by SBHCD, if any, and are not subject to the terms of this Agreement.

A.5 **Services and Activities in Support of SBHCD.** SBHCD and Group acknowledge and agree that certain services and activities may be required of Group in support of SBHCD and Clinic to ensure a continuing high level of patient care. To that end, Group shall participate in functions/events from time to time, in support of the SBHCD Clinics and the SBHCD facilities. In addition, to assist in the recruitment and retention of highly skilled practitioners, upon SBHCD's request, Group shall participate in recruitment meetings with SBHCD physician candidates. SBHCD shall reimburse Group for reasonable meal expenses incurred as part of meeting with physician candidates hosted at the request of SBHCD.

A.6 **Practice Guidelines/Best Quality Practices.** Group shall demonstrate cooperative work arrangements with the Medical Staff, Quality and Safety Leadership and SBHCD Administration to achieve mutually accepted practice guidelines and the best quality practices. These practices will be evidenced based, and include at minimum the following:

A.6.1 Attendance at regular monthly meetings with SBHCD Clinic and Hospital leadership when requested to review any operational or quality issues.

A.6.2 Timely completion of all incomplete inpatient records, including completion of all admission and discharge medication reconciliation.
Goal: As specified by Medical staff rules and regulations or hospital policy.

A.6.3 Completion of all office visit notes within seven (7) days of visit.

A.6.4 Timely signing of orders.
Goal: As specified by Medical staff rules and regulations or hospital policy.

- A.6.5 Timely discharges summaries.
Goal: As specified by Medical staff rules and regulations or hospital policy.
- A.6.6 Commitment to use of SBHCD supported electronic health/medical record platforms.
- A.6.7 Compliance with all governmental and SBHCD quality reporting initiatives that may come into effect from time to time.
- A.6.8 Timely arrival at Hospital for scheduled procedures and Clinic for scheduled patient visits.



Proposal for Wireless Network Upgrade

FROM MERAKI MR-42 TO MERAKI CW9166I

Overview of Current Wireless Setup

Reasons for an upgrade

- ▶ **Current Wireless network was implemented 12 years ago and end of life**
- ▶ **Does not support RTLS (Real Time Location Services) Real-Time Location Services (RTLS) are systems that use tags attached to objects or people to determine their exact location in real time**
- ▶ **Inefficient Coverage:** The MR-42 does not deliver optimal coverage in all critical areas of the hospital, resulting in dead zones or weak signals in essential locations.
- ▶ **Limited Performance:** The MR-42 may not provide adequate bandwidth or speed to meet the increasing demands of modern applications and multiple devices in a hospital environment.
- ▶ **Device Capacity Constraints:** With the growing number of connected devices, including medical equipment, the MR-42 can struggle with high-density environments, leading to slower connections.
- ▶ **Future Scalability Issues:** The MR-42 does not support future technological advancements or the growing needs of the hospital, making it less suitable for long-term planning.

Objectives of the Upgrade

- ▲ **HUGS Infant Protection requires RTLS (Real Time Location Services)**
- ▲ **Enhanced coverage for Medical Devices**
- ▲ **Improved Network Performance and Reliability**
- ▲ **Telemedicine Support:** Reliable Wi-Fi is essential for video consultations, remote diagnostics, and real-time patient monitoring.
- ▲ **Seamless Data Access:** Medical staff can quickly access electronic health records (EHRs), imaging, and lab results without delays.
- ▲ **IoT Integration:** Devices like smart beds, wearable monitors, and connected infusion pumps rely on robust Wi-Fi for real-time data transmission.
- ▲ **Increased Security and Compliance**

PROPOSE PHASE MILESTONES

ID	MILESTONE	STATUS	ESTIMATED COMPLETION DATE	EXPECTED COMPLETION DATE
P1	Main Hospital and 1 st Floor Women Center (71 Access Point)		3 Weeks	
P2	Physical Therapy, ASC, Support services, 2 nd Floor Women Center (24 Access Point)		2 Weeks	
P3	1 st Clinic, 4 th Clinic, MSC, Barragan, Ortho, RHC, Annex, Surgery Annex, Mable Northside and Mable Southside (40 Access Point)		3 Weeks	

Total Access Points = 135

Cost Analysis

Total Cost: \$ 270,014

Phase 1
\$ 142,008

Main Hospital and 1st Floor Women Center

Phase 2
\$ 48,002

Physical Therapy, ASC, Support services, 2nd Floor Women Center

Phase 3
\$ 80,004

1st Clinic, 4th Clinic, MSC, Barragan, Ortho, RHC, Annex, Surgery Annex, Mable Northside and Mable Southside



PROJECT COST & RESOURCE ESTIMATE By Phase

Breakdown of Costs by Phase 1:

- ▶ Equipment: Access Points, Switches, Controllers: \$ 76,553
- ▶ Licensing/Maintenance: \$ 13,786 /3 Year
- ▶ Installation and Configuration: \$ 51,669
- ▶ Total Estimated Cost: \$ 142,008

PROJECT COST & RESOURCE ESTIMATE By Phase

Breakdown of Costs by Phase 2:

- ▶ Equipment: Access Points, Switches, Controllers: \$ 25,877
- ▶ Licensing/Maintenance: \$ 4,660 /3 year
- ▶ Installation and Configuration: \$ 17,465
- ▶ Total Estimated Cost: \$ 48,002

PROJECT COST & RESOURCE ESTIMATE BY PHASE

Breakdown of Costs by Phase 3:

- ▶ Equipment: Access Points, Switches, Controllers: \$ 43,128
- ▶ Licensing/Maintenance: \$ 7,767 /3 Year
- ▶ Installation and Configuration: \$ 29,109
- ▶ Total Estimated Cost: \$ 80,004

TOTAL PROJECT COST & RESOURCE ESTIMATE

Total Breakdown of Costs :

- ▶ Equipment: Access Points, Switches, Controllers: \$ 145,559
- ▶ Licensing/Maintenance: \$ 26,214 /3 Year
- ▶ Installation and Configuration: \$ 98,240
- ▶ Total Estimated Cost: \$ 270,014

EXHIBIT B

CHIEF EXECUTIVE OFFICER INCENTIVE COMPENSATION PLAN

An Incentive equal to 10% of base compensation will be available 12 months after start date by achieving the following metrics:

FY 25 EBIDA %

EBIDA %	INCENTIVE %
6%	1.00%
7%	2.00%
7.5%	3.00%

HCAHPS IP RATE 1-10 TOP BOX

12-MONTH ROLLING PERCENTILE RANK	INCENTIVE %
63.00%	1.00%
65.00%	2.00%
68.00%	3.00%

PHYSICIAN RECRUITMENT

	INCENTIVE %
1 NEW PHYSICIAN	1.00%
2 NEW PHYSICIANS	2.00%

SKILLED NURSING FACILITY CENSUS

12-MONTH ROLLING	INCENTIVE %
85 AVERAGE CENSUS	1.00%
87 AVERAGE CENSUS	2.00%

A formal review of these incentive details will take place no later than the April 2025 Board Meeting. Based on the district's financial and operational data at that time, adjustments, enhancements, or modifications may be implemented as needed.

Transaction Analysis - Estimated Sale Proceeds at First Closing

(Draft - Amounts Subject to Change)

Assets	Gross Appraised Value ⁽¹⁾	Marketability Discount ⁽¹⁾	Fair Market Value Sale Price ⁽¹⁾
Net Working Capital	\$ 16,953,829	72.2%	\$ 12,240,665
Real Estate:			
Acute Care Hospital and Clinics	\$ 43,706,250		N/A
Mabie Northside SNF	6,006,000		N/A
Inez Mabie SNF	6,867,000		N/A
Subtotal	<u>\$ 56,579,250</u>		<u>-</u>
Equipment:			
Acute Care Hospital and Clinics	\$ 11,613,000	72.2%	\$ 8,384,586
Mabie Northside SNF	273,000	72.2%	197,106
Inez Mabie SNF	220,500	72.2%	159,201
Subtotal	<u>\$ 12,106,500</u>		<u>\$ 8,740,893</u>
Intangible Assets:			
Mabie Northside SNF Goodwill Value	\$ 1,858,500	72.2%	\$ 1,341,837
Inez Mabie SNF Goodwill Value	850,500	72.2%	614,061
Regulatory Licenses	1,048,950	72.2%	757,342
Acute Care Workforce Value	1,425,900	72.2%	1,029,500
Subtotal	<u>\$ 5,183,850</u>		<u>\$ 3,742,740</u>
Grand Total	<u>\$ 90,823,429</u>		<u>\$ 24,724,297</u>
Estimated Sale Proceeds at Initial Closing			<u>\$ 24,724,297</u>

⁽¹⁾ Based on appraisal reports prepared by HCA

Acute Care Hospital - Lease and Residual Purchase Price Analysis

	Year 1	Year 2	Year 3	Year 4	Year 5	Residual Purchase Price	Total Payments	FMV of Real Estate
Annual Rent Payment ⁽¹⁾	\$ 4,000,000	\$ 4,120,000	\$ 4,243,600	\$ 4,370,908	\$ 4,502,035	\$ 22,457,712	\$ 43,694,255	\$ 31,555,913
Discount Rate Factor	1.0000	0.9091	0.8284	0.7513	0.6830	0.6209		
PV of Annual Rent Payment	\$ 4,000,000	\$ 3,745,455	\$ 3,507,107	\$ 3,283,928	\$ 3,074,951	\$ 13,944,472		
Cumulative Present Value	\$ 4,000,000	\$ 7,745,455	\$ 11,252,562	\$ 14,536,490	\$ 17,611,441	\$ 31,555,913		

Discount Rate
10.00%

Annual Increase
3.0%

Mable Northside SNF - Lease and Residual Purchase Price Analysis

	Year 1	Year 2	Year 3	Year 4	Year 5	Residual Purchase Price	Total Payments	FMV of Real Estate
Annual Rent Payment ⁽²⁾	\$ 900,000	\$ 927,000	\$ 954,810	\$ 983,454	\$ 1,012,958	\$ 4,372,696	\$ 6,150,918	\$ 4,336,332
Discount Rate Factor	1.0000	0.8696	0.7561	0.6575	0.5718	0.4972		
PV of Annual Rent Payment	\$ 900,000	\$ 806,087	\$ 721,974	\$ 646,637	\$ 579,162	\$ 682,472		
Cumulative Present Value	\$ 900,000	\$ 1,706,087	\$ 2,428,060	\$ 3,074,698	\$ 3,653,860	\$ 4,336,332		

Discount Rate
15.00%

Annual Increase
3.0%

William Inez Mable SNF - Lease and Residual Purchase Price Analysis

	Year 1	Year 2	Year 3	Year 4	Year 5	Residual Purchase Price	Total Payments	FMV of Real Estate
Annual Rent Payment ⁽³⁾	\$ 815,000	\$ 839,450	\$ 864,634	\$ 890,573	\$ 917,290	\$ 2,621,199	\$ 6,948,144	\$ 4,957,974
Discount Rate Factor	1.0000	0.8929	0.7972	0.7118	0.6355	0.5674		
PV of Annual Rent Payment	\$ 815,000	\$ 749,509	\$ 689,281	\$ 633,892	\$ 582,954	\$ 1,487,338		
Cumulative Present Value	\$ 815,000	\$ 1,564,509	\$ 2,253,789	\$ 2,887,681	\$ 3,470,636	\$ 4,957,974		

Discount Rate
12.00%

Annual Increase
3.0%

Notes:

- ⁽¹⁾ Annual acute care hospital lease amount is \$25.00 s.f. @ 156,294 s.f. = \$3,907,350 and the annual First Street MOB lease amount is \$18.00/s.f. @ 4,380 s.f. = \$78,840. Total Year 1 annual rent = \$3,986,190. Source - HCA Appraisal Report, pg. 78-79.
- ⁽²⁾ Source: Market rent analysis prepared by HCA indicated Year 1 annual rent range is \$850,000 to \$950,000 with a 3.0% annual rent escalation.
- ⁽³⁾ Source: Market rent analysis prepared by HCA indicated Year 1 annual rent range is \$760,000 to \$870,000 with a 3.0% annual rent escalation.

Estimated Waterfall Analysis of Insight Health Transaction

(Draft - Amounts Subject to Change)

	Estimated Amounts
SOURCES OF CASH:	
CASH BALANCE REMAINING WITH SBHCD	\$ 30,000,000
ASSET SALE PROCEEDS	24,724,297
YEAR 1 LEASE PAYMENT FOR HOSPITAL	4,000,000
YEAR 1 LEASE PAYMENT FOR MABIE NORTHSIDE SNF	900,000
YEAR 1 LEASE PAYMENT FOR INEZ MABIE SNF	815,000
TOTAL AVAILABLE CASH AT CLOSING	\$ 60,439,297
USES OF CASH:	
ACCRUED PAYROLL	2,500,000
ACCRUED PAYROLL TAXES	1,500,000
ACCRUED BENEFITS	5,500,000
DEFEASMENT OF REVENUE BONDS	8,000,000
PENSION FUND PAYOFF	27,000,000
OTHER MISC.	2,000,000
TOTAL USES OF CASH	\$ 46,500,000
POST-CLOSING CASH SURPLUS	\$ 13,939,297

CNO Dashboard December 2024

Description	December 2024 Target	December 2024 Actual	Budget - Year To Date Total	Actual - Year To Date Total
ED Visits	2437	2496	13,214	13,654
ED Admission %	10%>	7%	10%>	5.96%
LWBS %	<2.0%	0.9%	<2.0%	0.8%
Door to Provider	10 min	7 min	10 min	7.16%
MIS admissions	113	104	599	664
ICU admissions	13	17	79	128
Deliveries	37	36	193	194
OR Inpatient	38	34	205	251
ASC	38	50	275	315
GI	91	48	571	548

San Benito Health Care District
Finance Committee Minutes
January 16, 2025 - 4:30pm

Present: Bill Johnson, Board President
Victoria Angelo, Board Treasurer
Mary Casillas, Chief Executive Officer
Mark Robinson, Chief Financial Officer
Amy Breen-Lema, Vice President Clinic, Ambulatory & Physician Services
Suzie Mays, Vice President, Information & Strategic Services
Sandra DiLaura, Controller

Public:

1. **CALL TO ORDER**

The meeting of the Finance Committee was called to order at 4:33pm.

2. **REVIEW FINANCIAL UPDATES**

A. December 2024 Financial Statements

For the month ending December 31, 2024, the District's Net Surplus (Loss) is \$1,049,305 compared to a budgeted Surplus (Loss) of \$851,183. The District exceeded its budget for the month by \$198,122.

YTD as of December 31, 2024, the District's Net Surplus (Loss) is \$8,898,739 compared to a budgeted Surplus (Loss) of \$2,827,991. The District is exceeding its budget YTD by \$6,070,748.

Acute discharges were 147 for the month, under budget by 13 discharges or 8%. The ADC was 12.48 compared to a budget of 16.60. The ALOS was 2.63. The acute I/P gross revenue was under budget by **\$2.35 million** while O/P services gross revenue exceeded budget by **\$1.98 million** or 7% over budget. ER I/P visits were 175 and ER O/P visits were slightly over budget by 13 visits or 1%. The RHCs & Specialty Clinics treated 3,289 (includes 585 visits at the Diabetes Clinic) and 907 visits respectively.

Other Operating revenue exceeded budget by **\$185,165** due mainly to a quarterly Rx rebate of \$146,760.

Operating Expenses were over slightly over budget by **\$1,784** due mainly to: Registry of \$264,839, Supplies of \$150,750 and Purchase Services of \$75,096. However, the overages were offset by savings in Salaries & Wages of \$368,279 and Employee Benefits of \$183,168.

Non-operating Revenue was under budget by \$8,827 due to the timing of donations and a loss on investments.

The SNFs ADC was **89.03** for the month. The Net Surplus (Loss) is \$249,003 compared to a budget of \$114,233. YTD, the Net Surplus (Loss) is \$815,865 exceeding its budget by \$304,185.

B. December 2024 Finance Dashboard

The Finance Dashboard and Cash Flow Statement were reviewed by the Committee.

C. Supplemental Payment Program

Supplemental Payment Program for December 2024, Received the third HQAF payment, the fourth will not be expected until Jun 2025. QIP loan repayment paid early \$3,090,086.

3. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF BAY AREA GYNECOLOGY ONCOLOGY, INC.

The Professional Services Agreement is for a part-time (up to 10.5 hours twice per month) surgery clinic based gynecology oncology and urogynecology effective date February 13, 2025, a 2 year term, and 60-day termination clause. The hourly rate for the gynecology oncology services at \$480.00 per hour and the urogynecology services at \$415.00 per hour. The total estimated monthly cost of \$10,080. The Finance Committee recommends this resolution for Board approval.

4. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF PROPOSAL FOR WIRELESS NETWORK UPGRADE.

Our current wireless network was implemented 12 years ago, this upgrade would provide higher speed and support new networks for projects (such as HUGS Infant Protection, Seamless data access, Telemedicine support, and Increased security and compliance). The proposal will be in three phases roughly taking 7 weeks completion with a total cost \$270,014 equipment and installation included and 3 year licensing and maintenance. The Finance Committee recommends this resolution for Board approval.

5. PUBLIC COMMENT

An opportunity was provided for public comment and individuals were given three minutes to address the Board Members and Administration.

6. ADJOURNMENT

There being no further business, the Committee was adjourned at 5:10 pm.

Respectfully submitted,

Sandra DiLaura
Controller