



Hazel Hawkins  
MEMORIAL HOSPITAL

REGULAR MEETING OF THE BOARD OF DIRECTORS  
SAN BENITO HEALTH CARE DISTRICT  
911 SUNSET DRIVE, HOLLISTER, CALIFORNIA  
THURSDAY, NOVEMBER 17, 2022 – 5:00 P.M.  
SUPPORT SERVICES BUILDING, 2<sup>ND</sup>-FLOOR, GREAT ROOM

**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.

*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.*

**AGENDA**

Presented By:

1. **CALL TO ORDER / ROLL CALL**

(Hernandez)

2. **APPROVAL OF THE AGENDA**

(Hernandez)

- A. Motion/Second
- B. Action/Board Vote-Roll Call

3. **BOARD ANNOUNCEMENTS**

(Hernandez)

4. **PUBLIC COMMENT**

(Hernandez)

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

5. **CONSENT AGENDA - GENERAL BUSINESS** (pgs. 4-13)  
(A Board Member may pull an item from the Consent Agenda for discussion.)

(Hernandez)

- A. Minutes of the Regular Meeting of the Board of Directors October 27, 2022

CEQA: Does not constitute a "Project" per California Environmental Quality Act Guidelines Section 15378

B. Minutes of the Special Meeting of the Board of Directors November 4, 2022

CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

*Recommended Action: Approval of consent agenda items (A) through (B).*

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

6. **REPORT FROM THE MEDICAL EXECUTIVE COMMITTEE** \*\*\*

(Dr. Bogey)

A. Medical Staff Credentials: November 16, 2022

CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

*Recommended Action: Approval of Credentials.*

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

B. Medical Staff Synopsis: November 16, 2022

7. **INTERIM CHIEF EXECUTIVE OFFICER (CEO)** (pgs. 14-21)

(Casillas)

A. Board Education – Baby Friendly

B. Comments on Officer/Director Reports (Board Members may comment on the reports listed)

- Interim Chief Executive Officer
- Chief Clinical Officer/Patient Care Services (Acute Facility)
- Provider Services & Clinic Operations
- Skilled Nursing Facilities Reports (Mabie Southside/Northside)
- Home Health Care Agency
- Foundation Report
- Quality & Patient Safety Committee

8. **REPORT FROM THE FINANCE COMMITTEE** (pgs. 23-31)

(Robinson)

A. Finance Report/Financial Statement Review  
Review of Financial Report for October 2022

B. Financial Updates  
Review Finance Dashboard

9. **NEW BUSINESS** (pgs. 32-45)

(Robinson)

A. **Physician Agreement:**

- 1) Consider Agreement for Medical Director of Orthopedics and Joint Replacement Program with Russell Dedini, M.D.

CEQA: Does not constitute a “Project” per California Environmental Quality Act Guidelines Section 15378

*Recommended Action: Approve Agreement for Medical Director of Orthopedics and Joint Replacement Program with Russell Dedini, M.D. at a rate of \$200 per hour up to 12 hours per month effective December 1, 2022.*

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

10. **REPORT FROM THE FACILITIES COMMITTEE** (pgs. 46-49)

(Robinson)

- A. Minutes of the Meeting of the Facilities Committee, November 14, 2022

11. **PUBLIC COMMENT**

(Hernandez)

This opportunity is provided for members to comment on the closed session topics, not to exceed three (3) minutes.

12. **CLOSED SESSION** (pgs. 1-3)

(Hernandez)

(See Attached Closed Session Sheet Information)

13. **RECONVENE OPEN SESSION/CLOSED SESSION REPORT**

(Hernandez)

14. **ADJOURNMENT**

(Hernandez)

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, December 21, 2022**, at 5:00 p.m., and will be held in person.

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

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

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

**SAN BENITO HEALTH CARE DISTRICT BOARD OF DIRECTORS  
NOVEMBER 17, 2022**

**AGENDA FOR CLOSED SESSION**

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

**CLOSED SESSION AGENDA ITEMS**

**[ ] LICENSE/PERMIT DETERMINATION**  
(Government Code §54956.7)

**Applicant(s):** (Specify number of applicants) \_\_\_\_\_

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

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

**Agency negotiator:** (Specify names of negotiators attending the closed session): \_\_\_\_\_

**Negotiating parties:** (Specify name of party (not agent): \_\_\_\_\_

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

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

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

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

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

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

Additional information required pursuant to Section 54956.9(e): \_\_\_\_\_

Initiation of litigation pursuant to Section 54956.9(d)(4) (Number of potential cases): 1.

**[ ] 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:** (Specify description of the position to be filled):

[ ] **PUBLIC EMPLOYMENT**  
(Government Code §54957)

**Title:** (Specify description of the position to be filled):

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**  
(Government Code §54957)

**Title:** (Specify position title of the employee being reviewed):

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

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

[ ] **CONFERENCE WITH LABOR NEGOTIATOR**  
(Government Code §54957.6)

**Agency designated representative:**

**Employee organization:**

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

[ ] **CASE REVIEW/PLANNING**  
(Government Code §54957.8)

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

[ ] **REPORT INVOLVING TRADE SECRET**  
(Government Code §37606 & Health and Safety Code § 32106)

**Discussion will concern:** (Specify whether discussion will concern proposed new service, program, or facility):

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

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

[ ] **HEARINGS/REPORTS**  
(Government Code §37624.3 & Health and Safety Code §§1461, 32155)

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

1. Report from Quality, Risk, and Compliance.

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

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

**ADJOURN TO OPEN SESSION**

**REGULAR MEETING OF THE BOARD OF DIRECTORS  
SAN BENITO HEALTH CARE DISTRICT  
SUPPORT SERVICES BUILDING, 2<sup>ND</sup>-FLOOR, GREAT ROOM  
In-person and Video Conference**

**THURSDAY, OCTOBER 27, 2022  
MINUTES**

**HAZEL HAWKINS MEMORIAL HOSPITAL**

**Directors Present**

Jeri Hernandez, Board Member  
Bill Johnson, Board Member  
Josie Sanchez, Board Member  
Don Winn, Board Member

**Absent**

Rick Shelton, Board Member

**Also, Present In-person/Video Conference**

Mark Robinson, Chief Financial Officer  
Barbara Vogelsang, Chief Clinical Officer  
Mary Casillas, Chief Operating Officer/VP of Ambulatory Services  
Michael Bogey, M.D., Chief of Staff  
Heidi A. Quinn, District Legal Counsel  
Sherrie Bakke, Patient & Community Engagement/Business Development  
Tiffany Rose, Executive Assistant

Pursuant to Executive Order N-25-20 issued by the Governor of the State of California in response to concerns regarding COVID-19, Board Members of San Benito Health Care District, a local health care district, are permitted to participate in this duly noticed public meeting via teleconference and certain requirements of The Brown Act are suspended.

**1. Call to Order**

A quorum was present and President Jeri Hernandez called the meeting to order at 5:00 p.m.

**2. Approval of Agenda**

**MOTION:** Upon motion by Director Johnson, second by Director Winn, the Board of Directors approved the Agenda, as presented.

Ayes: Directors Hernandez, Johnson, Sanchez, and Winn; Noes: None; Absent: Director Shelton; Motion Carried.

**3. Board Announcements**

Director Hernandez shared a thank you card from a community member for the care provided at Hazel Hawkins Memorial Hospital.

**4. Public Comment**

No public comment.

5. **Closed Session**

President Hernandez announced the items to be discussed in Closed Session as listed on the posted Agenda are: (1) Conference with Legal Counsel-Anticipated Litigation, Government Code §54956.9(d)(4); (2) Public Employment, Government Code §54957; and (3) Conference with Labor Negotiator, Government Code §54957.6.

The meeting was recessed into Closed Session at 5:03 p.m.

The Board completed its business of the Closed Session at 5:55 p.m.

6. **Reconvene Open Session/Closed Session Report**

The Board of Directors reconvened Open Session at 5:57 p.m. District Counsel Quinn reported that in Closed Session the Board discussed: (1) Conference with Legal Counsel-Anticipated Litigation, Government Code §54956.9(d)(4); (2) Public Employment, Government Code §54957; and Conference with Labor Negotiator, Government Code §54957.6.

Mr. Robinson reported the California Licensed Vocational Nurses Association item will be discussed in Open Session. The Clinical Laboratory Scientists and Medical Laboratory Technicians item will be deferred.

No action was taken by the Board in the Closed Session.

7. **Public Comment**

An opportunity was provided for persons in the audience to make a brief statement, not to exceed three (3) minutes, on issues or concerns not covered by the agenda. No public comment was received.

8. **Consider Resolution No. 2022-18 of the Board of Directors of San Benito Health Care District Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by the Board of Governor's State of Emergency Declaration on March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period of October 31, 2022, through November 30, 2022.**

Legal Counsel Quinn noted Governor Gavin Newsom announced the COVID-19 State of Emergency will formally expire in February 2023. The Board has the option to adopt Resolution No. 2022-18 to continue video conference meetings or deny Resolution No. 2022-18 and move to in-person only meetings beginning in November 2022.

During discussion, Board members noted a preference to return to in-person only meetings beginning in November 2022.

No public comment.

**MOTION:** Upon motion by Director Johnson, second by Director Hernandez, the Board of Directors denied adoption of Resolution No. 2022-18 Proclaiming a Local Emergency.

Ayes: Directors Hernandez, Johnson, Sanchez, and Winn; Noes: None; Absent: Director Shelton; Motion Carried.



9. **Consent Agenda - General Business**

- A. Minutes of the Regular Meeting of the Board of Directors, September 22, 2022.
- B. Minutes of the Special Meeting of the Board of Directors, September 28, 2022.
- C. Minutes of the Special Meeting of the Board of Directors, October 14, 2022.
- D. Policies Requiring Board Approval:
  - 1. Use of Portable Fans
  - 2. Medication Safety
  - 3. Formulary: Development and Maintenance
  - 4. Formulary: Non-formulary Medications (Prescribing/Ordering and Procuring)
  - 5. Antimicrobial Stewardship
  - 6. Controlled Drugs: Administration
  - 7. Controlled Drugs: Anesthesia
  - 8. Controlled Drugs: Loss and Diversion Processes
  - 9. Controlled Drugs: Controlled Substance Patches
  - 10. Controlled Drugs: Diversion Prevention and Detection
  - 11. Hearing Protection During MRI Exams
  - 12. Radiology No Show Policy
  - 13. Personnel and Visitor Screening
  - 14. MRI Screening of Unconscious, Unresponsive, Altered-Level-of-Consciousness Patients
  - 15. Oral Contrast for CT Procedures

Director Hernandez presented the consent agenda items before the Board for action. This information was included in the Board packet.

No public comment.

**MOTION:** Upon motion by Director Sanchez, second by Director Hernandez, the Board of Directors approved Consent Agenda – General Business, Items (A) through (D), as presented.

Ayes: Directors Hernandez, Johnson, Sanchez, and Winn; Noes: None; Absent: Director Shelton; Motion Carried.

10. **Report from the Medical Executive Committee Meeting on October 19, 2022 and Recommendations for Board Approval of the following:**

- A. **Medical Staff Credentials Report:** Dr. Bogey, Chief of Staff, provided a review of the Credentials Report from October 19, 2022. The report was recommended by the Medical Executive Committee for Board approval and included two (2) New Appointments, three (3) Reappointments, one (1) Change of Status, two (2) Allied Health – New Appointments, and one (1) Resignation/Retirement.

No public comment.

**MOTION:** Upon motion by Director Sanchez, second by Director Winn, the Board of Directors approved the Credentials Report as presented.

Ayes: Directors: Hernandez, Johnson, Sanchez, and Winn; Noes: None; Absent: Director Shelton; Motion Carried.

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- B. Medical Staff Synopsis: Dr. Bogey, Chief of Staff, provided a summary of the Medical Executive Committee Report. A full written report can be found in the Board packet.

There was discussion regarding management of Emergency Department patients and the work being done to provide more timely transfer of these patients to a higher level of care.

- C. Peer Review Policy: Monica Hamilton, Clinical Quality Services Director, provided a review of the updated Peer Review Policy. This medical staff policy was recommended by the Medical Executive Committee for Board approval.

No public comment.

MOTION: Upon motion by Director Sanchez, second by Director Hernandez, the Board of Directors approved the Peer Review Policy as presented;

Ayes: Directors Hernandez, Johnson, Sanchez, and Winn; Noes: None; Absent: Director Shelton; Motion Carried.

#### 11. Reports from the Executive Team

- A. Board Education: Debra Dea, Director of Medical Records, provided an overview of the Health Information Management Department, its role, and the services provided. The Board of Directors thanked Ms. Dea for doing a great job.

- B. Comments on Executive Team Reports: The Executive Team provided highlights of the following reports.

- Chief Clinical Officer/Patient Care Services (Acute Facility)
- Chief Operating Officer/VP Ambulatory Services
- Provider Services & Clinic Operations
- Skilled Nursing Facilities Reports (Mabie Southside/Northside)
- Home Health Care Agency
- Laboratory
- Patient & Community Engagement/Business Development
- Foundation Report
- Quality & Patient Satisfaction Committee

#### 12. Report from the Finance Committee

- A. Finance Committee Minutes

Mr. Robinson reported the minutes from the Finance Committee Meeting of October 20, 2022, were provided in the Board packet.

- B. Finance Report/Financial Statement Review – September 2022

Mr. Robinson provided an overview of the September 2022 Financial Statement, included in the Board packet.

- C. Financial Updates

1. Finance Dashboard
2. California Licensed Vocational LVN's Association Agreement

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Mr. Robinson reviewed the Finance Dashboard for September 2022, which was included in the packet.

13. **Recommendation for Board Action**

A. Contracts:

1. 890 Sunset Drive Lease Agreement with K&S Market, Inc.

No public comment.

MOTION: Upon motion by Director Johnson, second by Director Winn, the Board of Directors approved to extend the term lease for 890 Sunset Drive with K&S Market effective January 1, 2023 through December 31, 2027 with a base rent to increase by 4% per year for a total of \$5,073 in year one, \$5,276 in year two, \$5,487 in year three, \$5,706 in year four, and \$3,918 in year five.

Ayes: Directors Hernandez, Johnson, Sanchez, and Winn; Noes: None; Absent: Director Shelton; Motion Carried.

2. Interim CEO Agreement

A draft employment agreement was included in the packet between San Benito Health Care District and Mary Casillas, Chief Operating Officer, to serve as interim Chief Executive Officer. Mr. Robinson noted the agreement terms include an additional 15% of Ms. Casillas's annual salary in addition to the salary received as Chief Operating Officer.

No public comment.

MOTION: Upon motion by Director Winn, second by Director Hernandez, the Board of Directors approved the Employment Agreement for Mary Casillas to serve as Interim Chief Executive Officer. A final agreement and resolution will be forthcoming.

Ayes: Directors Hernandez, Johnson, Sanchez, and Winn; Noes: None; Absent: Director Shelton; Motion Carried.

B. Physician Agreements

1. Robert MacArthur, M.D. – Professional Services Agreement, Part-time Orthopedic Clinic and Emergency Call Coverage

The Professional Services Agreement, which was included in the Board packet, was reviewed and consideration given.

No public comment.

MOTION: Upon motion by Director Hernandez, second by Director Johnson, the Board of Directors approved to defer to the next meeting the Agreement for Professional Services between San Benito Health Care District and Robert J. MacArthur, M.D.

Ayes: Directors Hernandez, Johnson, Sanchez, and Winn; Noes: None; Absent: Director Shelton; Motion Carried.

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2. Professional Services Agreement for Gastroenterology Coverage:

- A. DOCS Medical Group, Inc.
- B. B. Nicholas Namihas, M.D., Inc.
- C. Prathibha Chandrasekaran, M.D.

Professional Service Agreements were included in the Board packet for review. Mr. Robinson reported the contracts provide professional medical services for a GI Coverage Panel to render needed services to the District on a five day per week schedule starting in December 2022. The agreement also allows for Gastroenterology clinic up to three days per week and emergency call coverage for 52 weeks per year.

MOTION: Upon motion by Director Johnson, second by Director Hernandez, the Board of Directors approved the Professional Services Agreements for DOCS Medical Group, Inc., B. Nicholas Namihas, M.D., Inc., and Prathibha Chandrasekaran, M.D. effective December 1, 2022 with a base monthly compensation of \$65,000 per month plus travel.

Ayes: Directors Hernandez, Johnson, Sanchez, and Winn; Noes: None; Absent: Director Shelton; Motion Carried.

14. Report from District Facilities & Service Development Committee

- A. The minutes from the Facilities Committee Meeting of October 20, 2022, were provided in the Board packet. Mr. Robinson reported consideration is being given to moving the 128-slice CT from ED to Radiology, thereby providing more space in the Emergency Department for additional services.

15. New Business:

- A. Consider Board Resolution No. 2022-19 Approving and Adopting a Memorandum of Understanding with the California Licensed Vocational Nurses Association

Mr. Robinson provided an overview of the agreement, effective July 1, 2022 through June 30, 2026. The wage increases over the 4-year period are 2.5%, 3%, 3%, and 3%.

No public comment.

MOTION: Upon motion by Director Johnson, second by Director Hernandez, the Board of Directors approved Resolution No. 2022-19 to adopt a Memorandum of Understanding with the California Licensed Vocational Nurses Association.

Ayes: Directors Hernandez, Johnson, Sanchez, and Winn; Noes: None; Absent: Director Shelton; Motion Carried.

- B. Consider Board Resolution No. 2022-20 Approving and Adopting a Memorandum of Understanding with the California Licensed Laboratory Scientists and Medical Laboratory Technicians

This item will be deferred to a future meeting.

C. Consideration to Reschedule the December 2022 SBHCD Board of Directors Meeting

Due to the holidays, there was discussion regarding rescheduling the December Board of Directors meeting.

No public comment.

MOTION: Upon motion by Director Winn, second by Director Hernandez, the Board of Directors approved to change the SBHCD Board of Directors meeting scheduled for December 22, 2022 to December 21, 2022.

Ayes: Directors Hernandez, Johnson, Sanchez, and Winn; Noes: None; Absent: Director Shelton; Motion Carried.

16. Upcoming Events:

A. None.

17. Adjournment:

There being no further regular business or actions, the meeting was adjourned at 6:33 p.m.

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, November 17, 2022**, at 5:00 p.m., and will be conducted in person.

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**SPECIAL MEETING OF THE BOARD OF DIRECTORS  
SAN BENITO HEALTH CARE DISTRICT  
WOMEN'S CENTER – HORIZON ROOM**

**FRIDAY, NOVEMBER 4, 2022  
MINUTES**

**HAZEL HAWKINS MEMORIAL HOSPITAL**

**Directors Present:**

Jeri Hernandez, President  
Josie Sanchez, Assistant Secretary  
Rick Shelton, Treasurer

**Directors Absent:**

Bill Johnson, Vice President  
Don Winn, Secretary

**Also Present:**

Mary Casillas, Interim Chief Executive Officer  
Mark Robinson, Chief Financial Officer  
Barbara Vogelsang, Chief Clinical Officer  
Heidi A. Quinn, District Legal Counsel  
Michael Sweet, Partner, Legal Counsel  
Tiffany Rose, Executive Assistant

**1. Call to Order**

Attendance was taken by roll call with Directors Hernandez, Sanchez, and Shelton present. A quorum was present and Director Hernandez called the meeting to order at 4:00 p.m.

**2. Recommendation for Board Action**

- A. Consider Recommendation for Board Approval of Agreement for Professional Services for Robert MacArthur, M.D., effective October 1, 2022 at the rate of \$2,500 per shift

Ms. Casillas provided an overview of the agreement.

No public comment.

MOTION: Upon motion by Director Sanchez, second by Director Hernandez, the Board of Directors approved the Professional Services Agreement for Robert MacArthur, M.D., effective October 1, 2022 at the rate of \$2,500 per shift.

Ayes: Directors Hernandez, Sanchez, and Shelton. Noes: None; Absent: Directors Johnson and Winn. Motion Carried.

### **3. Public Comment**

No public comment.

### **4. Closed Session**

President Hernandez announced the item to be discussed in Closed Session as listed on the posted Agenda - Conference with Legal Counsel-Anticipated Litigation, Government Code §54956.9(d)(4).

The meeting was recessed into Closed Session at 4:04 p.m.

The Board completed its business of the Closed Session at 4:48 p.m.

### **5. Reconvene Open Session/Closed Session Report**

The Board of Directors reconvened Open Session at 4:48 p.m. District Counsel Quinn reported that in the Closed Session the Board discussed Conference with Legal Counsel-Anticipated Litigation, Government Code §54956.9(d)(4).

No action was taken by the Board in the Closed Session.

### **6. Public Hearing**

#### **A. Consider Board Resolution No. 2022-21 Declaring a Fiscal Emergency and Vesting Authority to File a Chapter 9 Petition to an Authorized Representative**

President Hernandez opened the public hearing.

District special counsel Michael Sweet, Partner, Fox Rothschild LLP, provided an overview of the Resolution Declaring a Fiscal Emergency and the required findings that the financial state of the District jeopardizes the health, safety, and well-being of the residents of the District's service area and that the District is or will be unable to pay its obligations within the next sixty days. Counsel also provided an overview of the Chapter 9 bankruptcy public hearing process, and the Resolution authorized the filing.

Mark Robinson, CFO, presented an overview of the hospital's financial position, including decreased revenues due to Anthem, Medicare, inflation, loan payments and COVID-19. Mr. Robinson also detailed steps taken to address cash-flow issues.

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

The hearing was closed at 5:18 p.m.

MOTION: Upon motion by Director Sanchez, second by Director Shelton, the Board of Directors approved Resolution No. 2022-21 Declaring a Fiscal Emergency and Vesting Authority to File a Chapter 9 Petition to an Authorized Representative.

Ayes: Directors Hernandez, Sanchez, and Shelton; Noes: None. Absent: Directors Johnson and Winn. Motion Carried.

**7. Adjournment**

There being no further business, the meeting was adjourned at 5:25 p.m.





San Benito Health Care District

**MEDICAL EXECUTIVE COMMITTEE  
CREDENTIALS REPORT  
November 16, 2022**

**NEW APPOINTMENTS**

PRACTITIONER	DEPT/SERVICE	STATUS REQUEST	PROCTOR ASSIGNED
Barminova, Anna MD	Med/Teleneurology (Telespec)	Privileges only	
MacArthur, Robert MD	Surgery/Orthopedics	Provisional	
Matthews, Andrew MD	Surgery/Plastic	Provisional	
Rohart, Paul MD	Emergency/Emergency	Provisional	

**REAPPOINTMENTS**

PRACTITIONER	DEPT/SERVICE	STATUS	TERM
Aguilar, Holly MD	Perinatal/Pediatrics	Active	2 yr
Bath, Harnet MD	Medicine/Hospitalist	Provisional to Active	2 yr
Dedini, Russell MD	Surgery/Orthopedics	Active	2 yr

**ADDITIONAL PRIVILEGES**

PRACTITIONER	FIELD	SERVICE

**ALLIED HEALTH – NEW APPOINTMENT**

PRACTITIONER	DEPT/SERVICE	STATUS
Doeschl, Eliza CRNA	Surgery/Anesthesiology	Provisional
Garland, Daniel CRNA	Surgery/Anesthesiology	Provisional

**AHP – REAPPOINTMENTS**

PRACTITIONER	DEPT/SERVICE	STATUS	TERM
Clark, Carrie NP, RNFA	Surgery/First Assist	AHP	2 yr

**RESIGNATIONS/RETIREMENTS**

PRACTITIONER	DEPT/SERVICE	CURRENT STATUS	COMMENT
Al-Hasan, Mohammad MD	Medicine/Int Med	Active	Resign – no activity
Bottari, Brendan MD	Radiology	Active	Resign-no longer with Salinas Valley Radiology
Coggin, William PA-C	Emergency	Current	Resign – no activity



Hazel Hawkins  
MEMORIAL HOSPITAL

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

Interim CEO Report  
November 2022

**Ambulatory Services**

- General Surgery Clinic – A date will be set soon for the Grand Opening of the Surgery office.
- Full-time NP Brunette Bastien joins the clinic team mid-Nov to provide primary care and behavioral health services.

**Foundation**

- The annual Foundation Fundraiser was a huge success
  - 290 dinners sold highest number to date.
  - Over \$119,000 in sponsorships.
  - \$99,000 net income from the fundraiser.
- The Foundation Board voted to fund a new back-up analyzer for the lab and a new sterilizer for the OR. We are very grateful to our foundation for funding these critical items.

**CA Bridge Program**

- The hospital is going to be applying for a grant with the CA Bridge program. This statewide program funds grants to help with providing navigators to help our patients with opioid addictions. We have identified the staff and resources needed for this program and will submit the application by the December deadline. We will be working in unison with our fellow hospitals in the tri county area. You can find out more information of the CA Bridge Program at <https://cabridge.org/>

**Advocacy**

- The administration team continues to meet with local and State legislators to discuss the hospital status and financial emergency.

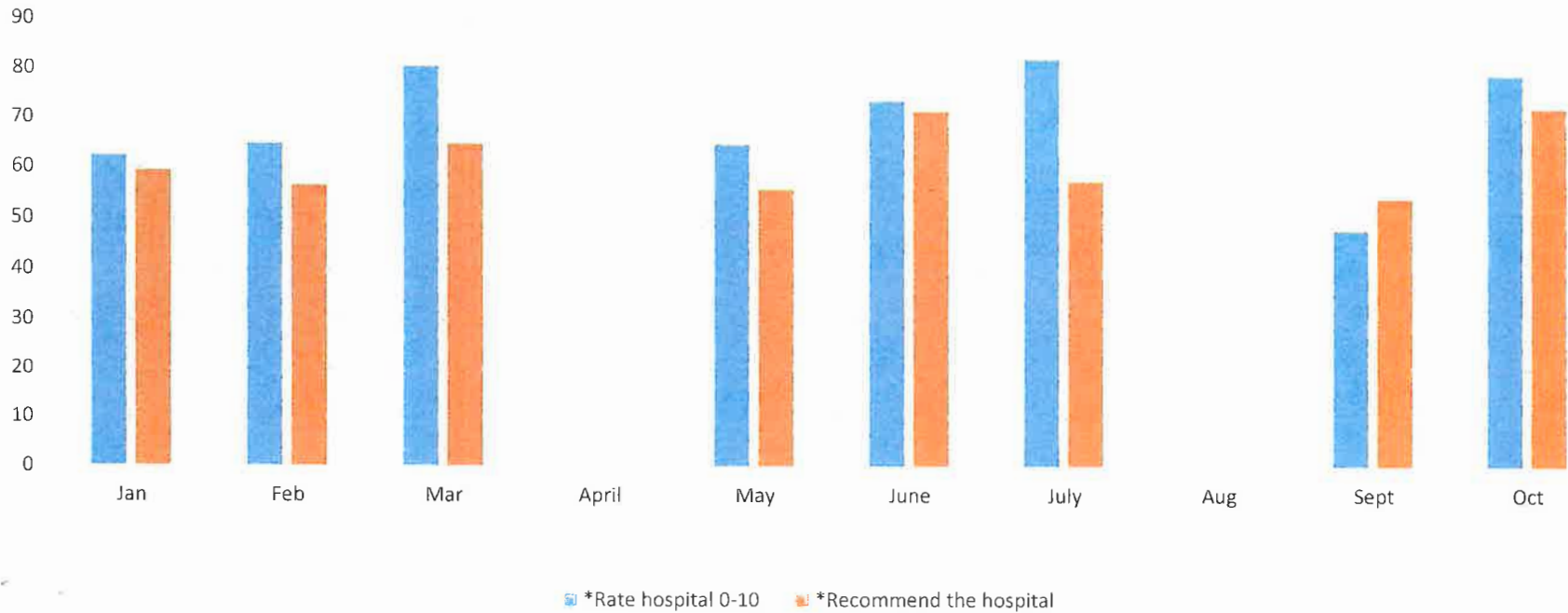
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San Benito Health Care District  
Board of Directors Meeting  
17 November 2022  
Chief Clinical Officer Report

- Emergency Department:
  - Visits 2049; Admitted 170
  - Codes Trauma 22
  - Codes Stroke 20
  - LWBS 1
- Med / Surg ADC 13.54
- ICU ADC 3.2
- OB: Deliveries 35 Outpatient Visits 121
- OR Cases: Inpatient 50 Outpatient 97
  
- Continuing to focus on Falls Prevention in Med Surg through rounding each hour
- OB Team (Physicians & Nurses) participated in the "Spinning Babies" two-day seminar to learn new techniques to care for Moms in labor.
- OR Team welcomed Dr. Bunry Pin to our group of General Surgeons; implementing measures to improve efficiencies such as turn over times and on-time starts

### Patient Experience Jan - Oct 2022

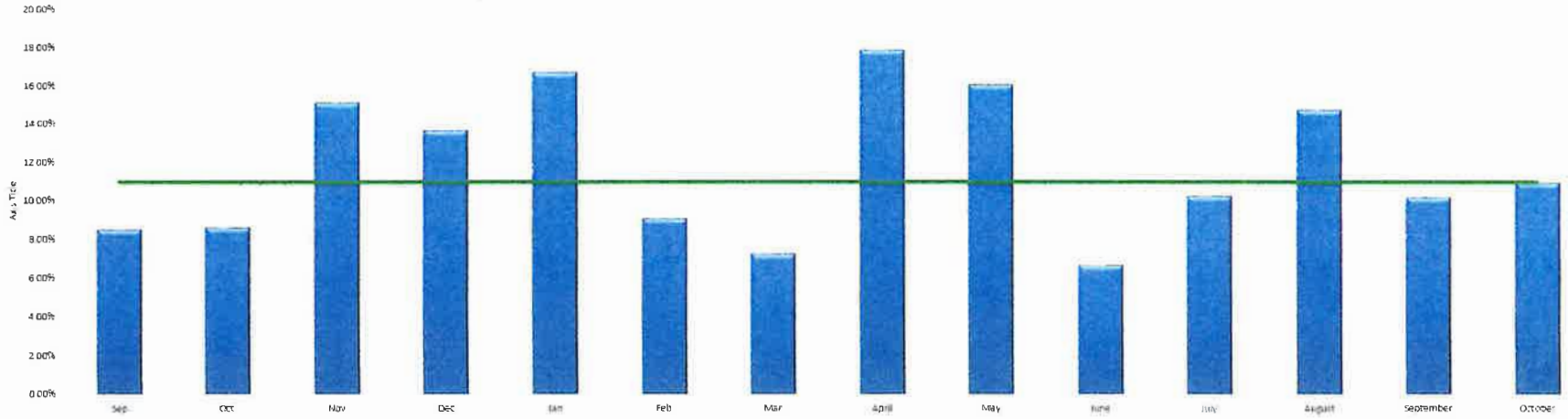


	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct
*Rate hospital 0-10	62.29	64.67	80.61	<i>n &lt; 5</i>	64.67	73.68	82.21	<i>n &lt; 5</i>	48	78.95
*Recommend the hospital	59.46	56.5	64.68	<i>n &lt; 5</i>	55.88	71.5	57.61	<i>n &lt; 5</i>	54.17	72.22
n = Rate hospital 0-10	28	18	23	3	33	37	19	1	25	19
n = Recommend the hospital	27	20	22	3	32	36	18	1	24	18

Handout

Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	August	September	October	R12M
15.15%	11.32%	4.35%	14.29%	11.65%	11.67%	8.20%	5.77%	8.51%	8.62%	15.12%	13.64%	16.67%	9.09%	7.27%	17.86%	16.07%	6.67%	10.26%	14.71%	10.20%	10.93%	12.50%
11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%	11%
5	6	2	6	5	7	5	3	4	5	13	9	10	5	4	10	9	4	8	10	1	6	93
33	53	46	42	43	60	63	52	47	51	86	66	60	55	55	51	56	60	78	68	49	55	744

30 Day All-Cause Readmission Rate  
Feb 2021 -Jan 2022 Target: 11%



R12M Rate  
**12.50%**  
Target  
11.00%

Handout



Hazel Hawkins  
MEMORIAL HOSPITAL

To: San Benito Health Care District Board of Directors  
From: Amy Breen-Lema, Director, Provider Services & Clinic Operations  
Date: November 4, 2022  
Re: All Clinics – October 2022

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**2022 Rural Health and Specialty clinics' visit volumes**

Total visits for October 2022 in all outpatient clinics = 7,078

Orthopedic Specialty	441
Multi-Specialty	646
Primary Care Associates	1651
Sunset Clinic	915
Annex Surgeons (General Sx)	167
San Juan Bautista	365
1st Street	833
4th Street	1390
Barragan	670

- Family and Behavioral Health Nurse Practitioner *Brunette Bastien* will join the First Street clinic team in mid-November to provide a combination of primary care and much needed behavioral health services for patients of all ages.
- Orthopedic surgeon *Robert MacArthur, MD* began providing part-time emergency call and clinic coverage.



# Hazel Hawkins

## MEMORIAL HOSPITAL

Mabie Southside / Mabie Northside SNFs  
Board Report – November 2022

To: San Benito Health Care District Board of Directors  
 From: Sherry Hua, RN, MSN, Director Of Nursing, Skilled Nursing Facility

**1. Management Activities:**

- Had meetings with staff and reviewed cost savings, suggestions, and feedback received from the staff.
- Ongoing strategies for cost savings, including daily review of the last 24-hour shift over time. Review to eliminate unnecessary ordering.
- Ongoing review of daily staffing needs and flexing, based on census.
- Working very closely with own staff for staffing coverage instead of using a registry agency.

**2. Census Statistics: October 2022**

<b>Southside</b>	<b>2022</b>	<b>Northside</b>	<b>2022</b>
Total Number of Admissions	13	Total Number of Admissions	15
Number of Transfers from HHH	9	Number of Transfers from HHH	13
Number of Transfers to HHH	6	Number of Transfers to HHH	1
Number of Deaths	1	Number of Deaths	1
Number of Discharges	8	Number of Discharges	13
Total Discharges	9	Total Discharges	14
<b>Total Census Days</b>	<b>1,432</b>	<b>Total Census Days</b>	<b>1,358</b>

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.

**3. Total Admissions: October 2022**

<b>Southside</b>	<b>From</b>	<b>Payor</b>	<b>Northside</b>	<b>From</b>	<b>Payor</b>
6	HHMH	Medicare	13	HHMH	Medicare

2	HMH	Medi-Cal	1	HMH	Medi-Cal
2	Good Sam.	CareMore	1/Re-Admit	HMH	Medi-Cal
1	Sunrise AL	Medi-Cal			
1	San Jose Reg.	CareMore			

#### 4. Total Discharges by Payor: October 2022

	Southside	2022	Northside	2022
Medicare		5	Medicare	12
Medicare MC		1	Medicare MC	1
Medical		3	Medical	0
Medi-Cal MC		0	Medi-Cal MC	0
Private (self-pay)		0	Private (self-pay)	0
Commercial		0	Commercial	0
<b>Total</b>		<b>9</b>	<b>Total</b>	<b>13</b>

#### 5. Total Patient Days by Payor: October 2022

	Southside	2022	Northside	2022
Medicare		187	Medicare	203
Medicare MC		39	Medicare MC	11
Medical		1175	Medical	1,082
Medi-Cal MC		0	Medi-Cal MC	0
Private (self-pay)		31	Private (self-pay)	62
Commercial		0	Commercial	0
Bed Hold / LOA		6	Bed Hold / LOA	0
<b>Total</b>		<b>1438</b>	<b>Total</b>	<b>1,358</b>
<b>Average Daily Census</b>		<b>46.39</b>	<b>Average Daily Census</b>	<b>43.81</b>

#### 6. Palliative Care Referral Sources: October 2022

New Referrals	13
Acute Referrals	8
Southside Referrals	4
Northside Referrals	1
Patients Served	35
Patients Discharged	4
Patients Deceased	6
Grief Support	20
<b>Total Patient Visits</b>	<b>89</b>





# Hazel Hawkins

MEMORIAL HOSPITAL

To: San Benito Health Care District Board of Directors

From: Anita Frederick, Administrator, San Benito Home Health Care

Date: OCTOBER 2022

## HOME HEALTH STATS

	JULY 2022	AUGUST 2022	SEPT. 2022	OCT. 2022
Total Admissions	37	33	43	47
Total Home Visits	519	523	553	511
Census / Total Patients	88	63	77	70

## REFERRAL SOURCES

	JULY 2022	AUGUST 2022	SEPT. 2022	OCT. 2022
Hazel Hawkins	52%	26%	53%	47%
Other Hospitals	16%	13%	19%	7%
Southside SNF	5%	13%	7%	2%
Northside SNF	3%	3%	5%	17%
Other SNFs	5%	6%	2%	2%
M.D. / Clinics	19%	39%	14%	24%

## PAYOR REFERRAL SOURCE

	JULY 2022	AUGUST 2022	SEPT. 2022	OCT. 2022
Medicare	68%	62%	68%	69%
PVT	2.5%	0%	9%	7%
Medicare Managed	19%	32%	16%	20%
Medical	8%	3%	7%	2%
Workers Comp	2.5%	3%	0%	2%

## \*PAYOR SOURCE OF VISITS MADE

	JULY 2022	AUGUST 2022	SEPT. 2022	OCT. 2022
Medicare	78%	78%	75%	72%
Medi-Cal	4%	4%	2%	2%
Private	3%	3%	3%	9%
Managed Medicare	12%	12%	19%	15%
Workers Comp	3%	3%	1%	2%



TO: San Benito Health Care District Board of Directors  
FROM: Liz Sparling, Foundation Director  
DATE: November 2022  
RE: Foundation Report

The Hazel Hawkins Hospital Foundation Board of Trustees met on November 10th in the Horizon Room. We had three presentations:

- Sterilizer Presentation and Request for Equipment by Deanna S. Williams, MSN, RN, C-ONQS, Obstetrics and Surgical Services Director
- Baby Friendly presentation by Jana Tomasini, Lactation Consultant, RN, BSN, IBCLC
- Lab Analyzer Presentation and Request for Equipment– Bernadette Enderez, Director of Diagnostic Services

**Financial Report for October**

1. Income	\$ 23,318.57
2. Expenses	\$ 9,764.93
3. New Donors	4
4. Total Donations	126

**Approved Allocations**

1. \$7250.01 for Sunset Clinic Waiting Room Furniture  
(Available funds from 2021 Fundraiser Funds)
2. \$122,332.82 for a Steris Sterilizer  
(Available funds from 2022 Fundraiser Funds and General Fund)
3. \$45,735 for a new Lab Analyzer  
(Available funds from 2021 Fundraiser Funds and General Fund)

**Directors Report**

- Mary, Barbara and I met to discuss applying for the Monterey Peninsula grant this year. It is due by Dec. 1st. A list was created and the top priority of all the equipment is a new sterilizers in the Hospital and ASC. After the Special Board Meeting on November 4<sup>th</sup>, the Monterey Peninsula Foundation suggested to us that we “hold off on applying until the next grant cycle with all the uncertainty.” With that being said, the Foundation Board decided to fund one of the sterilizers with the proceeds from the 2022 Fundraiser and apply for the other sterilizers from MPF at the next grant cycle in March.
- Our marketing department is revamping the hospital website and our site is included in the project. We are hopeful it can launch in the next couple months.
- Received the grant agreement for \$75K from the Sunlight Giving Foundation for the Hospital’s General Fund.
- The Nominating Committee met and recommended the following new Board Members that will start on January 1, 2023: Charlie Bedolla, Amy Breen Lema, Kay Filice and Shari Hubbell. We have 5 Board Members terming out on December 31, 2022. Our Executive Committee will be: Seth Muenzer – President, Ann Marie Barragan – Vice President, Irene Recht – Treasurer, Irene Davis – Secretary.

**Dinner Dance Committee**

We had over \$117,000 in sponsorships with 290 dinners. This is the most dinners that the Foundation has ever done. The drive through pick up went very well and the social hour was attended by over 100 people. The award recipients were very thankful for their awards. Our online auction raised 13,250. We are very thankful for such a supportive community.





San Benito Health Care District  
 Hazel Hawkins Memorial Hospital  
 November 17, 2022

Description	Target	Rolling 12 month October
Overall Rating of the Hospital	77%	68.79 ↓
Likelihood to Recommend the Hospital	75%	62.67 ↓
CMS 30-Day All Cause Readmission Rate	11%	12.50 ↑
Surgical Site Infections (SIR)	1.00	1.65 ↓

Description	Target	MTD Actual	YTD Actual	YTD Target
Average Daily Census - Acute	21.16	18.52	18.53	20.40
Average Daily Census - SNF	88.00	90.06	88.27	88.00
# of Surgery Cases	161	152	607	639
EBIDA %	6.58%	-0.14%	1.27%	5.75%
Operating Margin	2.69%	-4.39%	-3.16%	1.75%
Met or Exceeded Target				
Within 10% of Target				
Not Within 10%				

Note: Proposed targets for "Overall Rating of the Hospital" and "Likelihood to Recommend the Hospital" are based on the 50th percentile of Small Hospitals < 50 Beds in the Press Ganey Database.  
 SIR = The Standardized Infection Ratio compares the actual number of Hospital Acquired Infections to the predicted number of infections. A SIR of 1 means that the actual number is equal to the predicted number.  
 SIR = July - Dec 2021 rate. SSI SIR is calculated by NHSN every 6 months.



November 17, 2022

**CFO Financial Summary for the Finance Committee:**

For the month ending October 31, 2022, the District's Net Surplus (Loss) is (\$289,544) compared to a budgeted Surplus (Loss) of \$634,172. The District is under budget for the month by \$923,716.

YTD as of October 31, 2022, the District's Net Surplus (Loss) is (\$416,030) compared to a budgeted Surplus (Loss) of \$1,992,841. The District is under budget YTD by \$2,408,871.

Acute discharges were 185 for the month, under budget by 5 discharges or 3%. The ADC was 18.52 compared to a budget of 21.16. The ALOS was 3.10. The acute I/P gross revenue was under budget by \$1.1 million while O/P services gross revenue was \$376,840 or 2% over budget. ER I/P visits were 146 and ER O/P visits were over budget by 61 visits or 3%. The RHCs & Specialty Clinics treated 4,173 (includes 670 visits at the Diabetes Clinic) and 2,739 visits respectively.

On June 30, 2022, Noridian Healthcare Solutions (Medicare Intermediary) informed the District that it estimated the District was over reimbursed by \$5.158 million for the FYE June 30, 2022.

Effective August 11, 2022, the District is out-of-network with Anthem Blue Cross. Although negotiations continue, Anthem has delayed the processing of commercial and Medi-Cal claims. This has caused unforeseen stress to the District's cash flow.

On Friday, November 4, 2022, the District Board passed Resolution No. 2022-21 which declared a fiscal emergency and vested authority to file a Chapter 9 petition to an authorized representative.

**Other Operating** revenue exceeded budget by \$444,492 due mainly to the District recognizing \$407,303 in funding from the American Rescue Plan ARP.

**Operating Expenses** were under budget by \$117,349 due mainly to variances in: Salary and Wages being under budget by \$342,805 and offset Registry of \$315,399 in addition to a lower benefit expense.

**Non-operating Revenue** was on budget.

The SNFs ADC was 90.06 for the month. The Net Surplus (Loss) is \$194,327 compared to a budget of \$73,663. YTD, the SNFs are exceeding their budget by \$275,673. The ADC is budgeted to be 88 residents each month for the year.

The debt service ratio for the fiscal year ending June 30, 2023 is budgeted to exceed 1.25, the days-cash-on-hand is budgeted to exceed 30.00 and the current ratio is budgeted to be less than 1.5. The Cal-Mortgage 2021 bond covenant targets are a 1.25 DSR, 30 days cash-on-hand and a 1.5 current ratio.

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HAZEL HAWKINS MEMORIAL HOSPITAL - COMBINED  
 HOLLISTER, CA 95023  
 FOR PERIOD 10/31/22

	CURRENT MONTH					YEAR-TO-DATE				
	ACTUAL 10/31/22	BUDGET 10/31/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 10/31/21	ACTUAL 10/31/22	BUDGET 10/31/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 10/31/21
GROSS PATIENT REVENUE:										
ACUTE ROUTINE REVENUE	4,504,284	4,484,511	19,773	0	4,107,005	17,160,381	17,146,175	14,206	0	15,313,482
SNF ROUTINE REVENUE	2,095,600	2,045,899	49,601	2	1,651,500	9,155,100	8,117,997	37,103	1	6,629,400
ANCILLARY INPATIENT REVENUE	4,728,449	5,696,258	(967,809)	(17)	5,072,003	20,858,570	21,822,493	(963,923)	(4)	20,721,416
HOSPITALIST/PEDS I/P REVENUE	182,850	226,989	(44,140)	(19)	217,859	757,691	867,824	(110,133)	(13)	813,421
TOTAL GROSS INPATIENT REVENUE	11,511,183	12,453,757	(942,574)	(8)	11,048,367	46,931,742	47,954,479	(1,022,737)	(2)	43,477,721
ANCILLARY OUTPATIENT REVENUE	21,929,861	21,542,537	387,324	2	20,110,682	88,991,129	84,003,724	4,987,405	6	82,795,111
HOSPITALIST/PEDS O/P REVENUE	50,270	60,754	(10,484)	(17)	57,810	242,151	236,908	5,243	2	217,077
TOTAL GROSS OUTPATIENT REVENUE	21,980,131	21,603,291	376,840	2	20,168,491	89,233,280	84,240,632	4,992,648	6	83,012,188
TOTAL GROSS PATIENT REVENUE	33,491,314	34,057,048	(565,734)	(2)	31,216,858	136,165,021	132,195,111	3,969,910	3	126,489,909
DEDUCTIONS FROM REVENUE:										
MEDICARE CONTRACTUAL ALLOWANCES	9,854,532	8,305,882	1,548,650	19	7,388,738	39,152,070	32,201,405	6,950,665	22	30,320,055
MEDI-CAL CONTRACTUAL ALLOWANCES	7,542,706	8,143,662	(600,956)	(7)	7,614,966	33,232,538	31,584,768	1,647,750	5	32,622,466
BAD DEBT EXPENSE	535,036	527,729	207,307	63	369,191	1,429,126	1,270,176	158,948	13	1,330,711
CHARITY CARE	30,087	74,772	(44,685)	(60)	41,350	135,618	289,794	(154,176)	(53)	294,919
OTHER CONTRACTUALS AND ADJUSTMENTS	3,977,151	4,030,499	(53,348)	(1)	3,834,813	14,956,486	15,637,032	(679,547)	(4)	15,550,707
HOSPITALIST/PEDS CONTRACTUAL ALLOW	(13,674)	8,962	(22,636)	(253)	(2,416)	45,972	34,730	11,242	32	52,112
TOTAL DEDUCTIONS FROM REVENUE	21,925,858	20,891,596	1,034,352	5	19,246,663	88,953,809	81,017,927	7,935,882	10	80,159,992
NET PATIENT REVENUE	11,565,456	13,165,452	(1,600,086)	(12)	11,970,195	47,211,212	51,177,184	(3,965,972)	(8)	46,329,917
OTHER OPERATING REVENUE	1,029,706	585,214	444,492	76	532,997	3,666,662	2,250,856	1,435,806	64	2,186,031
NET OPERATING REVENUE	12,595,162	13,750,756	(1,155,594)	(8)	12,503,192	50,877,874	53,428,040	(2,550,166)	(5)	48,515,948
OPERATING EXPENSES:										
SALARIES & WAGES	4,939,126	5,340,233	(381,107)	(7)	4,681,351	19,749,709	20,766,138	(1,036,425)	(5)	19,005,217
REGISTRY	629,837	310,000	319,837	103	432,350	2,417,138	1,240,000	1,177,138	95	1,397,081
EMPLOYEE BENEFITS	2,674,814	2,843,810	(168,996)	(6)	2,632,570	10,546,705	11,075,524	(528,819)	(5)	10,326,805
PROFESSIONAL FEES	1,653,488	1,651,706	1,782	0	1,396,748	6,210,421	6,553,543	(343,122)	(5)	5,723,616
SUPPLIES	1,217,656	1,243,854	(26,198)	(2)	1,204,854	4,962,914	4,922,217	40,697	1	4,487,344
PURCHASED SERVICES	1,188,817	1,109,631	79,186	7	1,003,674	4,945,749	4,402,730	542,519	12	4,006,370
RENTAL	133,053	150,188	(17,135)	(11)	178,275	600,664	600,725	(62)	0	607,630
DEPRECIATION & AMORT	326,199	327,001	(803)	0	272,716	1,281,444	1,308,302	(26,858)	(2)	1,265,799
INTEREST	3,323	3,750	(427)	(16)	657	20,639	15,900	5,639	36	3,932
OTHER	362,015	400,326	(38,311)	(10)	358,770	1,773,163	1,586,984	186,179	10	1,373,646
TOTAL EXPENSES	13,148,526	13,380,499	(231,973)	(2)	12,371,963	52,508,045	52,490,859	17,186	0	48,197,439
NET OPERATING INCOME (LOSS)	(553,363)	370,257	(923,620)	(250)	131,229	(1,630,171)	937,181	(2,547,352)	(272)	316,509

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HAZEL HAWKINS MEMORIAL HOSPITAL - COMBINED  
 HOLLISTER, CA 95023  
 FOR PERIOD 10/31/22

	CURRENT MONTH					YEAR-TO-DATE				
	ACTUAL 10/31/22	BUDGET 10/31/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 10/31/21	ACTUAL 10/31/22	BUDGET 10/31/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 10/31/21
NON-OPERATING REVENUE\EXPENSE:										
DONATIONS	2,684	5,000	(2,316)	(46)%	11,640	141,791	20,000	121,791	609	18,209
PROPERTY TAX REVENUE	195,915	194,511	1,404	1	185,249	783,660	778,044	5,616	1	740,996
GO BOND PROP TAXES	164,964	164,964	0	0	160,091	659,857	659,856	1	0	640,362
GO BOND INT REVENUE\EXPENSE	(72,048)	(72,048)	1	0	(75,091)	(288,190)	(288,192)	2	0	(300,362)
OTHER NON-OPER REVENUE	10,584	7,866	2,718	35	7,875	49,205	31,464	17,741	56	31,501
OTHER NON-OPER EXPENSE	(38,729)	(36,378)	(2,351)	7	(42,627)	(152,877)	(145,512)	(7,365)	5	(179,821)
INVESTMENT INCOME	448	0	448		95	695	0	695		263
COLLABORATION CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0
TOTAL NON-OPERATING REVENUE/(EXPENSE)	263,820	263,915	(96)	0	247,231	1,194,140	1,055,660	138,480	13	951,148
NET SURPLUS (LOSS)	(289,544)	634,172	(923,716)	(146)	378,460	(416,030)	1,992,841	(2,408,871)	(121)	1,269,657
EBIDA	\$ (17,534)	\$ 904,635	\$ (922,169)	(101.93)%	\$ 608,804	\$ 646,624	\$ 3,074,691	\$ (2,428,067)	(78.96)%	\$ 2,375,277
EBIDA MARGIN	(0.14)%	6.58%	(6.72)%	(102.11)%	4.87%	1.27%	5.75%	(4.48)%	(77.92)%	4.90%
OPERATING MARGIN	(4.39)%	2.69%	(7.09)%	(263.16)%	1.05%	(3.16)%	1.75%	(4.92)%	(280.34)%	0.66%
NET SURPLUS (LOSS) MARGIN	(2.30)%	4.61%	(6.91)%	(149.84)%	3.03%	(0.82)%	3.73%	(4.55)%	(121.91)%	2.62%

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HAZEL HAWKINS MEMORIAL HOSPITAL - ACUTE FACILITY  
 HOLLISTER, CA 95023  
 FOR PERIOD 10/31/22

	CURRENT MONTH					YEAR-TO-DATE				
	ACTUAL 10/31/22	BUDGET 10/31/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 10/31/21	ACTUAL 10/31/22	BUDGET 10/31/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 10/31/21
GROSS PATIENT REVENUE:										
ROUTINE REVENUE	4,504,284	4,484,511	19,773	0	4,107,005	17,160,381	17,146,175	14,206	0	15,513,482
ANCILLARY INPATIENT REVENUE	4,360,130	5,455,859	(1,095,729)	(20)	4,867,331	19,230,008	20,864,657	(1,634,649)	(8)	19,727,082
HOSPITALIST I/P REVENUE	182,850	226,989	(44,140)	(19)	217,659	757,691	867,814	(110,123)	(14)	813,421
TOTAL GROSS INPATIENT REVENUE	9,047,263	10,167,359	(1,120,096)	(11)	9,192,194	37,148,080	38,882,646	(1,734,566)	(5)	35,855,984
ANCILLARY OUTPATIENT REVENUE	21,929,861	21,542,537	387,324	2	20,110,682	88,991,129	84,003,724	4,987,405	6	82,795,111
HOSPITALIST O/P REVENUE	50,270	60,754	(10,484)	(17)	57,810	242,151	236,908	5,243	2	217,077
TOTAL GROSS OUTPATIENT REVENUE	21,980,131	21,603,291	376,840	2	20,168,491	89,233,280	84,240,632	4,992,648	6	83,012,188
TOTAL GROSS ACUTE PATIENT REVENUE	31,027,394	31,770,650	(743,256)	(2)	29,360,685	126,381,359	123,123,278	3,258,081	3	118,868,172
DEDUCTIONS FROM REVENUE ACUTE:										
MEDICARE CONTRACTUAL ALLOWANCES	9,548,460	8,134,418	1,414,042	17	7,362,275	38,064,823	31,321,081	6,543,741	21	29,777,232
MEDI-CAL CONTRACTUAL ALLOWANCES	7,391,570	7,985,020	(593,450)	(7)	7,541,956	32,613,500	30,955,338	1,658,162	5	32,503,507
BAD DEBT EXPENSE	533,261	327,729	205,532	63	305,401	1,421,030	1,270,118	150,912	12	1,270,204
CHARITY CARE	30,087	74,772	(44,685)	(60)	41,350	135,618	189,794	(54,176)	(39)	284,322
OTHER CONTRACTUALS AND ADJUSTMENTS	3,886,876	3,984,771	(97,895)	(3)	3,772,988	14,658,142	15,455,596	(797,455)	(5)	15,441,293
HOSPITALIST/PEDS CONTRACTUAL ALLOW	(13,674)	8,962	(22,636)	(25)	(2,416)	45,972	34,730	11,242	32	52,112
TOTAL ACUTE DEDUCTIONS FROM REVENUE	21,376,581	20,515,672	860,909	4	19,021,554	86,939,083	79,526,717	7,412,366	9	79,328,560
NET ACUTE PATIENT REVENUE	9,650,813	11,254,978	(1,604,165)	(14)	10,339,132	39,442,276	43,596,561	(4,154,285)	(10)	39,537,512
OTHER OPERATING REVENUE	1,029,706	585,214	444,492	76	532,997	3,686,662	2,750,856	1,435,806	54	2,186,031
NET ACUTE OPERATING REVENUE	10,680,519	11,840,192	(1,159,673)	(10)	10,872,129	43,128,938	46,347,417	(2,718,479)	(6)	41,723,543
OPERATING EXPENSES:										
SALARIES & WAGES	4,015,155	4,357,960	(342,805)	(8)	4,031,655	15,995,247	16,848,734	(893,487)	(5)	15,441,741
REGISTRY	615,399	300,000	315,399	105	421,576	2,293,536	1,209,000	1,093,536	91	1,340,750
EMPLOYEE BENEFITS	2,177,440	2,252,086	(74,646)	(3)	2,080,827	8,389,025	8,727,689	(338,664)	(4)	8,183,672
PROFESSIONAL FEES	1,651,278	1,649,384	1,894	0	1,394,708	6,201,071	6,544,345	(343,274)	(5)	5,715,456
SUPPLIES	1,125,880	1,130,377	(4,497)	(0)	1,129,792	4,577,833	4,468,417	109,416	2	4,137,365
PURCHASED SERVICES	1,075,730	1,034,660	41,070	3	942,353	4,502,553	4,144,939	357,614	8	3,764,107
RENTAL	132,620	149,373	(16,753)	(11)	177,000	597,207	597,492	(285)	(0)	601,126
DEPRECIATION & AMORT	287,572	284,998	2,574	1	233,042	1,122,831	1,139,992	(17,161)	(2)	1,105,720
INTEREST	3,523	3,750	(227)	(6)	667	20,639	15,000	5,639	34	3,932
OTHER	312,560	351,922	(39,362)	(11)	324,344	1,518,284	1,394,916	123,368	9	1,192,630
TOTAL EXPENSES	11,407,165	11,524,514	(117,349)	(1)	10,738,953	45,218,226	45,121,524	96,702	0	41,485,497
NET OPERATING INCOME (LOSS)	(726,646)	315,678	(1,042,324)	(330)	136,177	(2,089,290)	785,893	(2,815,183)	(360)	238,046

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HAZEL HAWKINS MEMORIAL HOSPITAL - ACUTE FACILITY  
 HOLLISTER, CA 95023  
 FOR PERIOD 10/31/22

	-----CURRENT MONTH-----					-----YEAR-TO-DATE-----				
	ACTUAL 10/31/22	BUDGET 10/31/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 10/31/21	ACTUAL 10/31/22	BUDGET 10/31/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 10/31/21
NON-OPERATING REVENUE\EXPENSE:										
DONATIONS	2,684	5,000	(2,316)	46	11,640	141,791	20,000	121,791	609	18,209
PROPERTY TAX REVENUE	166,528	167,085	(557)	0	159,183	666,112	668,340	(2,228)	0	636,732
GO BOND PROP TAXES	164,964	164,964	0	0	160,091	659,857	659,856	1	0	640,362
GO BOND INT REVENUE\EXPENSE	(72,048)	(72,048)	1	0	(75,091)	(288,190)	(288,192)	2	0	(300,362)
OTHER NON-OPER REVENUE	10,584	7,866	2,718	35	7,875	49,205	31,464	17,741	56	31,501
OTHER NON-OPER EXPENSE	(30,386)	(28,035)	(2,351)	8	(33,289)	(119,506)	(112,140)	(7,366)	7	(140,393)
INVESTMENT INCOME	448	0	448		95	695	0	695		263
COLLABORATION CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0
TOTAL NON-OPERATING REVENUE/(EXPENSE)	242,775	244,832	(2,057)	(1)	230,504	1,109,963	979,328	130,635	13	886,312
NET SURPLUS (LOSS)	(483,870)	560,510	(1,044,380)	(186)	366,680	(979,327)	1,705,221	(2,684,548)	(157)	1,124,358

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HAZEL HAWKINS SKILLED NURSING FACILITIES  
HOLLISTER, CA  
FOR PERIOD 10/31/22

	CURRENT MONTH					YEAR-TO-DATE				
	ACTUAL 10/31/22	BUDGET 10/31/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 10/31/21	ACTUAL 10/31/22	BUDGET 10/31/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 10/31/21
GROSS SNF PATIENT REVENUE:										
ROUTINE SNF REVENUE	2,095,600	2,045,999	49,601	2	1,651,500	8,155,100	8,117,997	37,103	1	6,629,400
ANCILLARY SNF REVENUE	368,320	240,399	127,921	53	204,673	1,628,562	953,836	674,726	71	994,336
TOTAL GROSS SNF PATIENT REVENUE	2,463,920	2,286,398	177,522	8	1,856,173	9,783,662	9,071,833	711,829	8	7,623,736
DEDUCTIONS FROM REVENUE SNF:										
MEDICARE CONTRACTUAL ALLOWANCES	306,093	171,464	134,629	79	26,463	1,067,248	680,324	406,924	60	542,823
MEDI-CAL CONTRACTUAL ALLOWANCES	151,136	158,642	(7,506)	(5)	73,032	619,038	629,450	(10,412)	(2)	117,981
BAD DEBT EXPENSE	1,775	0	1,775		63,790	8,096	0	8,096		60,507
CHARITY CARE	0	0	0	0	0	0	0	0	0	596
OTHER CONTRACTUALS AND ADJUSTMENTS	90,273	45,728	44,545	97	61,825	300,344	181,436	118,908	66	109,424
TOTAL SNF DEDUCTIONS FROM REVENUE	549,277	375,834	173,443	46	225,110	2,014,726	1,491,210	523,516	35	831,332
NET SNF PATIENT REVENUE	1,914,643	1,910,564	4,079	0	1,631,063	7,768,936	7,580,623	188,313	3	6,792,405
OTHER OPERATING REVENUE	0	0	0	0	0	0	0	0	0	0
NET SNF OPERATING REVENUE	1,914,643	1,910,564	4,079	0	1,631,063	7,768,936	7,580,623	188,313	3	6,792,405
OPERATING EXPENSES:										
SALARIES & WAGES	943,971	962,273	(18,302)	(4)	849,696	3,754,462	3,897,400	(142,938)	(4)	3,563,476
REGISTRY	14,438	10,000	4,438	44	10,774	123,600	40,000	83,600	209	56,331
EMPLOYEE BENEFITS	497,374	591,724	(94,350)	(16)	551,743	2,157,680	2,347,835	(190,156)	(8)	2,143,134
PROFESSIONAL FEES	2,210	2,318	(108)	(5)	2,040	9,350	9,198	152	2	8,160
SUPPLIES	81,776	113,477	(31,701)	(28)	75,062	385,081	453,800	(68,719)	(15)	349,979
PURCHASED SERVICES	113,087	64,971	48,116	74	61,321	442,696	257,791	184,905	72	242,263
RENTAL	423	814	(391)	(48)	1,275	3,456	3,229	227	7	6,503
DEPRECIATION	38,627	42,003	(3,376)	(8)	39,675	158,613	168,010	(9,397)	(6)	160,079
INTEREST	0	0	0	0	0	0	0	0	0	0
OTHER	49,455	48,404	1,051	2	44,426	254,878	192,068	62,810	33	182,016
TOTAL EXPENSES	1,741,361	1,855,984	(114,623)	(6)	1,636,011	7,289,817	7,369,333	(79,516)	(1)	6,711,942
NET OPERATING INCOME (LOSS)	173,282	54,580	118,702	218	(4,948)	479,119	211,292	267,827	127	80,463
NON-OPERATING REVENUE/EXPENSE:										
DONATIONS	0	0	0	0	0	0	0	0	0	0
PROPERTY TAX REVENUE	29,387	27,426	1,961	7	26,066	117,548	109,704	7,844	7	104,264
OTHER NON-OPER EXPENSE	(8,343)	(8,343)	0	0	(9,308)	(33,371)	(33,372)	1	0	(39,428)
TOTAL NON-OPERATING REVENUE/(EXPENSE)	21,044	19,083	1,961	10	16,728	84,177	76,332	7,845	10	64,836
NET SURPLUS (LOSS)	194,327	73,663	120,664	164	11,780	563,297	287,624	275,673	96	145,299

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Description	Target	MTD Actual	YTD Actual	YTD Target
Average Daily Census - Acute	21.16	18.52	18.53	20.40
Average Daily Census - SNF	88.00	90.06	88.27	88.00
Acute Length of Stay	3.45	3.01	2.73	3.34
<b>ER Visits:</b>				
Inpatient	144	146	652	581
Outpatient	1,842	1,903	7,518	7,749
Total	1,986	2,049	8,170	8,330
Days In Accounts Receivable	45.0	44.8	44.8	45.0
Productive Full-Time Equivalents	529.11	541.37	528.19	529.11
Net Patient Revenue	13,165,542	11,565,456	47,211,212	51,177,184
Payment-to-Charge Ratio	38.9%	34.5%	34.7%	38.9%
Medicare Traditional Payor Mix	30.09%	30.73%	30.82%	30.04%
Commercial Payor Mix	24.40%	22.69%	21.60%	24.36%
Bad Debt % of Gross Revenue	0.96%	1.61%	1.06%	0.96%
EBIDA	904,635	-17,534	646,624	3,074,691
EBIDA %	6.58%	-0.14%	1.27%	5.75%
Operating Margin	2.69%	-4.39%	-3.16%	1.75%
Salaries, Wages, Registry & Benefits %:				
by Net Operating Revenue	61.77%	65.61%	64.27%	61.96%
by Total Operating Expense	63.48%	62.85%	62.30%	63.06%
<b>Bond Covenants:</b>				
Debt Service Ratio	1.25	1.03	1.03	1.25
Current Ratio	1.50	1.47	1.47	1.50
Days Cash on hand	30.00	14.5	14.5	30.00
<b>Met or Exceeded Target</b>				
<b>Within 10% of Target</b>				
<b>Not Within 10%</b>				

**Statement of Cash Flows**

**Hazel Hawkins Memorial Hospital**

**Hollister, CA**

**Four months ending October 31, 2022**

	CASH FLOW		COMMENTS
	Current Month 10/31/2022	Current Year-To-Date 10/31/2022	
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net Income (Loss)	(\$289,544)	(\$416,030)	
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:			
Depreciation	340,799	1,338,540	
(Increase)/Decrease in Net Patient Accounts Receivable	(646,277)	(1,174,326)	
(Increase)/Decrease in Other Receivables	(1,185,016)	(4,731,008)	
(Increase)/Decrease in Inventories	100,279	40,672	
(Increase)/Decrease in Pre-Paid Expenses	(342,102)	(827,809)	
(Increase)/Decrease in Due From Third Parties	(11,855)	0	
Increase/(Decrease) in Accounts Payable	770,624	(8,695)	
Increase/(Decrease) in Notes and Loans Payable	0	0	
Increase/(Decrease) in Accrued Payroll and Benefits	888,904	(157,537)	
Increase/(Decrease) in Accrued Expenses	7,038	14,502	
Increase/(Decrease) in Patient Refunds Payable	(2,641)	(9,938)	
Increase/(Decrease) in Third Party Advances/Liabilities	(394,238)	(2,323,767)	
Increase/(Decrease) in Other Current Liabilities	49,576	497,403	Semi-Annual Interest - 2021 Insured Revenue Bonds
<b>Net Cash Provided by Operating Activities:</b>	<b>(424,909)</b>	<b>(7,341,963)</b>	
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchase of Property, Plant and Equipment	(445,783)	(1,653,058)	
(Increase)/Decrease in Limited Use Cash and Investments	0	0	
(Increase)/Decrease in Other Limited Use Assets	(251,395)	(1,001,847)	Bond Principal & Int Payment - 2014 & 2021 Bonds
(Increase)/Decrease in Other Assets	6,223	24,892	Amortization
<b>Net Cash Used by Investing Activities</b>	<b>(690,955)</b>	<b>(2,630,013)</b>	
CASH FLOWS FROM FINANCING ACTIVITIES:			
Increase/(Decrease) in Bond/Mortgage Debt	(6,547)	(24,005)	Refinancing of 2013 Bonds with 2021 Bonds
Increase/(Decrease) in Capital Lease Debt	(28,520)	(113,810)	
Increase/(Decrease) in Other Long Term Liabilities	0	0	
<b>Net Cash Used for Financing Activities</b>	<b>(35,067)</b>	<b>(137,815)</b>	
(INCREASE)/DECREASE IN RESTRICTED ASSETS	15,000	15,000	
<b>Net Increase/(Decrease) in Cash</b>	<b>(1,425,475)</b>	<b>(10,510,821)</b>	
Cash, Beginning of Period	7,450,456	16,535,802	
<b>Cash, End of Period</b>	<b>\$6,024,981</b>	<b>\$6,024,981</b>	\$0

Cost per day to run the District

\$416,476

Operational Days Cash on Hand

14.47

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Hazel Hawkins Memorial Hospital  
 Bad Debt Expense  
 For the Year Ending June 30, 2023

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	
Budgeted Gross Revenue	30,736,294	33,713,261	33,688,496	34,057,045	33,125,250	36,331,595	36,576,317	31,661,878	36,697,195	30,954,767	31,443,265	30,602,610	399,587,973	
Budgeted Bad Debt Expense	293,579	324,237	324,633	327,729	318,825	351,198	353,536	305,275	355,128	296,590	300,820	293,015	3,844,565	
BD Exp as a percent of Gross Revenue	0.96%	0.96%	0.96%	0.96%	0.96%	0.97%	0.97%	0.96%	0.97%	0.96%	0.96%	0.96%	0.96%	
Actual Gross Revenue	32,232,911	36,024,541	33,649,532	33,258,194	-	-	-	-	-	-	-	-	135,165,178	
Actual Bad Debt Expense	233,530	316,245	344,314	535,036	-	-	-	-	-	-	-	-	1,429,125	
BD Exp as a percent of Gross Revenue	0.72%	0.88%	1.02%	1.61%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	1.06%	
Budgeted YTD BD Exp	1,270,178	0.96%												
Actual YTD BD Exp	1,429,125	1.06%												
Amount under (over) budget	(158,947)	-0.10%												
Prior Year percent of Gross Revenue	0.92%													
Percent of Decrease (Inc) from Prior Year	-14.9%													
													YTD Charity Exp Budget	289,794
													YTD Charity Exp Actual	135,618
													Amt under (over) budget	154,176
													Charity Exp % of Gross Rev	0.10%

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**Board of Directors Contract Review Worksheet**

*Agreement for Medical Director of Orthopedics and Joint Replacement Program with **Russell Dedini, M.D.***

**Executive Summary:** A medical director is needed to support the expansion of inpatient and outpatient orthopedic services including the hospital's joint replacement program. This position has been vacant for two years.

**Recommended Board Motion:** It is recommended the hospital Board approve an Agreement for Medical Director of Orthopedics and Joint Replacement Program with Russell Dedini, M.D. at a rate of \$200 per hour up to 12 hours per month effective December 1, 2022.

**Services Provided:** Medical Directorship for Orthopedics and Joint Replacement Program.

**Agreement Terms:**

<b>Contract Term</b>	<b>Effective Date</b>	<b>FMV %ile</b>	<b>Base Monthly Cost</b>	<b>Estimated Annual Cost</b>	<b>Term clause</b>
1 year	12/1/2022	Median	\$2,400	\$28,800	60 days

**Contract Rate:** \$200 per hour up to 12 hours per month.

**AGREEMENT FOR MEDICAL DIRECTOR  
of ORTHOPEDICS and JOINT REPLACEMENT PROGRAM**

This Agreement for Medical Director of the Joint Replacement Program (“Agreement”) is entered into and effective December 1, 2022 (the “Effective Date”), by and between **San Benito Health Care District**, a public district organized and operated pursuant to Division 23 of the California Health and Safety Code (“Hospital”), and **Russell Dedini, M.D.** (“Director”).

**RECITALS**

- A. Hospital is the owner and operator of Hazel Hawkins Memorial Hospital, a general acute care hospital, located in Hollister, California, in which there is an Orthopedics and Joint Replacement Program (the “Program”).
- B. The Program will utilize the services of a physician as Director of the Program providing services as attached in Appendix A, Job Description.
- C. Director is a physician duly licensed by the State of California and qualified in the specialty of Orthopedic Surgery.
- D. Hospital and Director desire to provide services in the Program under an arrangement which:
  - 1. Facilitates the administration of the Program, and the coordination with other departments and services of Hospital;
  - 2. Affords efficient selection, maintenance and utilization of Hospital’s equipment;
  - 3. Facilitates the consistency and quality of operations, the Program and patient safety;
  - 4. Assures prompt and continuous availability of services in the Program; and
  - 5. Promotes the effective and efficient provision of Program services for the benefit of patients seeking Hospital’s services.

The parties agree as follows:

**1. DIRECTOR’S OBLIGATIONS**

- 1.1 **Services.** While this Agreement is in effect, Director shall act as Medical Director of the Program. Director shall perform the administrative and supervisory duties required of a Medical Director for the Program which include, but are not limited to, the duties set forth in Appendix A Description of Duties and Responsibilities attached to this Agreement (collectively, “Services”).
- 1.2 **Director Qualifications.** Director shall be duly licensed and qualified as a doctor of medicine to practice medicine in the State of California, and shall be approved for membership and/or clinical privileges on the Medical Staff of Hospital in accordance with Hospital’s Medical Staff Bylaws and Rules and Regulations. Director shall remain a member in good standing on the Hospital’s Medical Staff. Director shall be Board certified in Orthopedics, and Director shall have a current Drug Enforcement Agency (DEA) number.

- 1.3 Applicable Standards. Director agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting or advisory body, including the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”) having authority to set standards for health care facilities. Director shall perform all services in accordance with all applicable Hospital rules, regulations, procedures, policies and bylaws and all applicable Hospital Medical Staff rules, regulations, procedures, policies and bylaws. At all times, Director shall render professional health services as determined by him to be in the patient’s best interest.
- 1.4 Records and Reports. Director shall provide or cause to be provided to Hospital all records and reports requested by Hospital. Director shall also promptly submit to Hospital’s medical records administrator and/or the patient’s private physician written reports of all examinations, treatments and procedures performed pursuant to this Agreement. Director agrees that all records and reports required by this Section shall be the exclusive property of Hospital.
- 1.5 Use of Hospital Premises. Director shall not use, or knowingly permit any other person who is under his/her direction to use, any part of Hospital’s premises for any purpose other than the performance of services for Hospital, its patients and their private physicians.
- 1.6 Representations and Warranties. Director represents and warrants to Hospital, upon execution and while this Agreement is in effect, as follows:
- 1.6.1 Director is bound by any agreement or arrangement which would preclude Director from entering into, or from fully performing the services required under, this Agreement;
- 1.6.2 Director’s license to practice medicine in the State of California or in any other jurisdiction has never been suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- 1.6.3 Director’s medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;
- 1.6.4 Director has not in the past conducted, and is not presently conducting, his medical practice in such a manner as to cause Director to be suspended, excluded, barred or sanctioned under the Medicare or Medicaid Programs, or any government licensing agency, or has he ever been convicted of a criminal offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation.
- Director agrees to protect, indemnify, defend, and hold Hospital free and harmless from any claim, loss, or liability for injury to person or property resulting from or connected with, any allegation that these representations and warranties are not true.
- 1.7 Hospital Employees/Director’s Obligations. Director shall not solicit the services of, employ or

procure on behalf of another the employment of, any individual currently employed by Hospital or under a service contract with Hospital; and Director shall not engage in any other activity which would be in conflict with their respective obligations hereunder.

- 1.8 CME. Director shall be responsible for maintaining his own continuing medical education (CME) requirements.

## 2. HOSPITAL'S OBLIGATIONS

- 2.1 Equipment, Facilities, Supplies, Utilities and Services. Hospital shall, at no cost to Director, provide all equipment, facilities, supplies, utilities, including telephone service, and other services, including laundry, linen and janitorial services, as Hospital shall, in its sole discretion, determine from time to time to be necessary for the performance of the Program. The parties expressly agree that all items supplied by Hospital pursuant to this Section shall remain the exclusive personal property of Hospital.
- 2.2 Personnel. Hospital shall employ such non-physician personnel as Hospital deems necessary for the proper operation of the Program and any other Director obligation set forth in this Agreement.
- 2.3 Not Exclusive. The parties agree that while this Agreement is in effect, Hospital may contract with any other physicians or entities for the services to be provided by Director under this Agreement.

## 3. DIRECTOR'S COMPENSATION

- 3.1 Compensation. For his time spent performing the duties required as Director, none of which shall be construed as direct patient care services, Hospital will compensate Director a monthly stipend in the amount of two hundred dollars (\$200.00) per hour up to a maximum of twelve (12) hours per month, paid consistent with Hospital practices. Director shall keep a record of all time spent in performing services under this Agreement and provide Hospital with a copy of it on a monthly basis.

## 4. TERM AND TERMINATION

- 4.1 Term of Agreement. Unless terminated earlier in accordance with Sections 4.3 or 4.4 of this Agreement, this Agreement shall commence on November 1, 2022, for a one (1) year term and automatically renew for successive one (1) year periods unless terminated by either Party by at least sixty (60) days' written notice to the other Party prior to such automatic renewal.
- 4.2 No Fair Hearing. It is agreed between the parties that should either party exercise its right to terminate this Agreement or if this Agreement otherwise terminates, such termination shall apply to rights under this Agreement and not to Director's Medical Staff privileges or membership on the Medical Staff at Hospital. Accordingly, upon expiration or termination of this Agreement, the Medical Staff membership and clinical privileges of Director shall be unaffected by the termination of this Agreement. Director shall have no right to a fair hearing arising from termination of this Agreement.



- 4.3 Termination for Breach. Except as otherwise set forth in Section 4.4, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for seven (7) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- 4.4 Immediate Termination by Hospital. Hospital may terminate this Agreement immediately by written notice to Director upon the occurrence of any of the following events:
- 4.4.1 The denial, suspension, revocation, termination, restriction, lapse, or voluntary relinquishment under threat of disciplinary action of Director's Medical Staff membership and/or privileges at Hospital or at any other health care facility;
  - 4.4.2 The denial, suspension, revocation, termination, relinquishment (under threat of disciplinary action), or restriction of Director's license to practice medicine in California or any other jurisdiction;
  - 4.4.3 The death of Director;
  - 4.4.4 The termination, revocation, restriction, or relinquishment of Director's Drug Enforcement Agency number;
  - 4.4.5 The failure of Director to make a timely disclosure required pursuant to Section 9 hereof;
  - 4.4.6 Conduct by Director which could affect the quality of professional care provided to Hospital patients or the performance of duties required hereunder, or be prejudicial or adverse to the best interest and welfare of Hospital or its patients;
  - 4.4.7 The breach by Director of any of the confidentiality provisions hereof;
  - 4.4.8 Failure by Director to maintain the insurance required under this Agreement;
  - 4.4.9 The closure of Hospital, cessation of the patient care operations, or sale of Hospital, or of all, or substantially all, of Hospital's assets;
  - 4.4.10 Director's conviction of a criminal offense related to health care, or Director's listing by a federal agency as being debarred, excluded or otherwise ineligible for any federal reimbursement or health care program participation;
  - 4.4.11 Director's conviction of a felony;
  - 4.4.12 Commission of any act involving fraud, theft, dishonesty or misappropriation of funds and/or materials by Director;
  - 4.4.13 Upon the inability of Director to perform all of his duties hereunder by reason of illness, physical, mental or emotional disability or other incapability, as documented by a physician reasonably acceptable to Hospital, which inability shall continue for more than one (1) month continuously or two (2) months in the aggregate during any period of twelve (12)

consecutive months;

4.4.14 If Hospital reasonably believes that this Agreement, or any part of it, is illegal or may jeopardize Hospital's (1) accreditation by JCAHO or any other public or private accrediting organization; (2) licensure as a general acute care hospital; (3) agreement with any government entity or agency to perform services for such entity or agency or for the public; (4) exemption from income, property or other tax or eligibility for tax exempt financing; or (5) reimbursement by any government or private third party payer.

4.5 No Renegotiation. Should this Agreement be terminated prior to the annual anniversary date, the parties are prohibited from renegotiating this Agreement or entering into any transaction arising out of this Agreement for the period from the effective date of termination to the anniversary date of the Agreement.

4.6 Obligations upon Termination. Termination of this Agreement shall not relieve Hospital or Director of any obligations pursuant to this Agreement which arose on or before the termination date of this Agreement.

## 5. STATUS OF DIRECTOR

5.1 Independent Contractor Status. In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that Director is at all times acting and performing as an independent contractor practicing his profession of medicine. Hospital shall neither have nor exercise any control or direction over the methods by which Director shall perform his work and functions. The sole interest and responsibility of Hospital is to ensure that the services offered by Hospital shall be performed and rendered in a competent, efficient and satisfactory manner in accordance with currently approved methods and standards of practice for Program services in the medical community. It is understood and agreed that Director shall not have any claim under this Agreement or otherwise against Hospital for Social Security benefits, workers' compensation insurance benefits, disability benefits, unemployment insurance benefits, vacation pay, sick leave, or any other employee benefits of any kind. Director, as an independent contractor, shall be responsible for complying with all Federal and State tax laws and other rules and regulations.

5.2 Private Practice. This Agreement in no way limits the right of Director to engage in the private practice of medicine. Hospital understands, and in fact expects, that Director will engage in the private practice of medicine. Director agrees, however, that Director's private practice shall not interfere with the timely performance of the duties required of Director as Director. The parties acknowledge that none of the benefits granted Hospital or Director under this Agreement are conditioned on any requirement that patients from the Program be referred to Director's private practice or that any patient from Director's private practice be referred to the Program or Hospital.

## 6. INSURANCE AND INDEMNIFICATION

6.1 Professional Liability Insurance. Director shall maintain, at Director's sole expense, professional liability insurance in such amount for Director as required to maintain Hospital Medical Staff membership/clinical privileges in good standing. Director shall obtain this insurance from a carrier and in a form satisfactory to Hospital. Director shall provide Hospital with a certificate of such

insurance coverage prior to the effective date of this Agreement and at any subsequent date during the term of this Agreement in accordance with the provisions of this Section or upon Hospital's request. Director shall provide Hospital with a statement from the insurance carrier that Hospital shall be notified at least thirty days prior to any change to or cancellation of insurance coverage.

- 6.2 Mutual Indemnification. Director hereby agrees to indemnify and hold harmless Hospital for and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of the negligent, reckless or willful acts or omissions of Director, Director's agents, or Director's employees. Hospital hereby agrees to indemnify and hold harmless Director for and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of the negligent, reckless or willful acts or omissions of Hospital, its agents, or its employees.

## 7. ACCESS TO BOOKS AND RECORDS

- 7.1 Access to Directors Books and Records. Until the expiration of four (4) years after furnishing of any services under this Agreement, Director shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Secretary's duly-authorized representative, the Comptroller General, or the Comptroller General's duly-authorized representative, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such services; and the availability of Director's books, documents, and records shall be subject at all times to all applicable legal requirements, including without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary by regulation. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

## 8. CONFIDENTIALITY

- 8.1 Hospital Information. Director recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Hospital hereunder, Director may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital, including but not limited to trade secrets. Director agrees that Director will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except pursuant to Director's duties hereunder, any confidential or proprietary information of Hospital, including, but not limited to, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital for the Hospital, and which is not otherwise available to the public. Director agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this Section by Director and agrees that in addition to all other remedies, the Hospital may obtain specific performance and injunctive or equitable relief as a remedy for any such breach or threatened breach, and agrees to waive any requirements for the securing or posting of any bond in connection with any such remedy.
- 8.2 Terms of this Agreement. Except for disclosure to Director's legal counsel, accountant or financial advisors, Director shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital. Unauthorized disclosure of the terms of this

Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach or immediate termination of this Agreement.

8.3 Patient Information.

8.3.1 Protected Health Information. Director shall have access to medical records and other information regarding patients of Hospital ("Protected Health Information," as more particularly defined below) for purpose of providing Medical Director Services. Director may use and disclose Protected Health Information only in accordance with such purposes and subject to the restrictions appearing below.

8.3.2 Director shall maintain the confidentiality of all Protected Health Information in accordance with all applicable federal, state and local laws and regulations, including, but not limited to, the California Confidentiality of Medical Information Act, Cal. Civ. Code Section 56 et seq., and the Federal Health Insurance Portability and Accountability Act of 1996, 104 P.L. 191, Subtitle F, and regulations from time to time promulgated thereunder, 42 C.F.R. Section 164.500 et seq. ("HIPAA"). Without limiting the foregoing, Director agrees to maintain Protected Health Information, as defined from time to time under HIPAA, which may be made available to or received by Director pursuant to this Agreement or otherwise in connection with the delivery of services hereunder, in accordance with the requirements of HIPAA. Director agrees not to use or disclose Protected Health Information in a manner that would violate HIPAA if done by Hospital. Director agrees that he shall:

- (a) Not use or further disclose Protected Health Information in a manner that would violate the requirements of applicable laws or this Agreement;
- (b) Use appropriate safeguards to prevent use or disclosure of Protected Health Information except as permitted by law and the terms of this Agreement;
- (c) Report to Hospital any use or disclosure of Protected Health Information not permitted by law or by this Agreement of which he becomes aware;
- (d) Ensure that any subcontractors or agents to whom he provides Protected Health Information agree to the same restrictions and conditions that apply to him with respect to such Protected Health Information;
- (e) Comply with the elements of any compliance program established by Hospital that applies to the use of or disclosure of Protected Health Information;
- (f) In accordance with and to the extent required by HIPAA, (i) make available Protected Health Information to the subject Patient; (ii) make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information; and (iii) make available the information required to provide an accounting of disclosures of Protected Health Information to the subject Patient;
- (g) Make his internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States

Department of Health and Human Services for purposes of determining Hospital's and Director's compliance with HIPAA;

- (h) At termination of this Agreement and after first consulting with Hospital, if feasible, return or destroy all Protected Health Information received from, or created by the other party and retain no copies of such Protected Health Information or, if such return or destruction is not permissible under law or the terms of this Agreement or is not otherwise feasible, continue to maintain all Protected Health Information in accordance with the provisions of this Paragraph and limit further uses and disclosures to those purposes that make the return or destruction of the

8.3.3 Survival. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

## 9. REQUIRED DISCLOSURES

- 9.1 Required Disclosures by Director. Director shall notify Hospital in writing within three (3) days after any of the following events occurs:
  - 9.1.1 Director's license to practice medicine in the State of California or any other jurisdiction lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction;
  - 9.1.2 Director's medical staff membership and/or privileges at any health care facility are denied, suspended, revoked, terminated, voluntarily relinquished (under threat of disciplinary action), or made subject to terms of probation or other restriction;
  - 9.1.3 Director is required to pay damages in any malpractice action by way of judgment or settlement;
  - 9.1.4 Director becomes the subject of an investigatory, disciplinary, or other proceeding before any governmental, professional, licensing board, medical staff, or peer review body;
  - 9.1.5 Director's Drug Enforcement Agency number is revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way;
  - 9.1.6 An event occurs that substantially interrupts all or a portion of Director's professional practice or that materially adversely affects Director's ability to perform Director's obligations hereunder; or
  - 9.1.7 Director's conviction of a criminal offense related to health care or Director's listing by a federal agency as being disqualified, excluded or otherwise ineligible for any federal reimbursement or health care program participation.

## 10. DISPUTE RESOLUTION

- 10.1 General Reference. The parties to this Agreement agree that any controversy, claim, action or

dispute arising out of or relating to this Agreement, shall be heard by a general referee pursuant to the provisions of California Code of Civil Procedure Sections 638 through 645.1, inclusive, according to the following procedures; provided however, that any controversy, claim, action or dispute arising out of or relating to this Agreement, shall first be the subject of non-binding mediation in Hollister, California. (a) The parties shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon. If the parties are unable to agree upon a referee within ten (10) days of a written request to do so or by any party, then any party may thereafter seek to have a referee appointed pursuant to California Code of Civil Procedure Sections 638 and 640; (b) The parties agree that the referee shall have the power to decide all issues of fact and law and report his or her decision thereon, and to issue all legal and equitable relief appropriate under the circumstances of the controversy before him or her; provided however, that to the extent the referee is unable to issue and/or enforce any such legal and equitable relief, either party may petition the court to issue and/or enforce such relief on the basis of the referee's decision; (c) The California Evidence Code rules of evidence and procedure relating to the conduct of the hearing, examination of witnesses and presentation of evidence shall apply, and the provisions of California Code of Civil Procedure Section 1985 and following shall apply with regard to discovery; (d) Any party desiring a written record of the hearing may secure a court reporter to attend the hearing; provided, the requesting party notifies the other parties of the request and pays for the costs incurred for the court reporter; (e) Judgment may be entered on the decision of the referee in accordance with California Code of Civil Procedure Section 644, and the decision may be challenged and appealed according to law; (f) The parties shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute or controversy in accordance with the terms hereof; and (g) The cost of such proceeding, including but not limited to the referee's fees, shall initially be borne equally by the parties to the dispute or controversy. However, the prevailing party in such proceeding shall be entitled, in addition to all other costs, to recover its contribution for the cost of the reference and its reasonable attorneys' fees as items of recoverable costs.

## 11. LAWS APPLICABLE

- 11.1 Medicare and Medi-Cal. Director agrees to comply with all applicable laws and regulations pertaining to the provision of Services under this Agreement including, without limitation, all applicable laws and regulations of the Medicare and Medi-Cal programs. The requirements of said laws and regulations, as well as the requirements of any future new or amended laws or regulations, are incorporated into this Agreement to the extent applicable. Director acknowledges and agrees that nothing in the Agreement shall be construed to require or permit any activity that would constitute a violation of any applicable law or regulation.
- 11.2 Hospital's Compliance Program. Director agrees to cooperate with Hospital in implementing Hospital's Compliance Program, as applicable to the provision of Services. Director agrees to comply with any policies or procedures duly adopted by Hospital for the purpose of implementing the Compliance Program, and to maintain such records as are reasonable and necessary to document that Director is complying with the Agreement. Director further agrees to make such records available to Hospital upon request. However, to the extent such records contain non-public information belonging to Director, Hospital agrees that it will not use or disclose such information except for compliance purposes or as otherwise permitted or required by law.

## 12. GENERAL PROVISIONS

- 12.1 Entire Agreement/Modification. Except as otherwise set forth in this Agreement, this Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by written agreement signed by both parties.
- 12.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.
- 12.3 Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed as follows:
- If to Hospital:            San Benito Health Care District  
   911 Sunset Drive  
   Hollister, CA 95023  
   Attn: Chief Executive Officer
- If to Director:            Russell Dedini, M.D.  
   930 Sunnyslope Road, Suite C-4  
   Hollister, CA 95023
- or to such other persons or places as either party may from time to time designate by notice pursuant to this Section.
- 12.4 Governing Law. This Agreement shall be construed in accordance with the laws of the State of California, and jurisdiction and/or venue of any action involving the validity, interpretation or enforcement of this Agreement or any of its terms, provisions or obligations or claiming breach thereof, shall exist exclusively in a court or government agency located in San Benito County.
- 12.5 Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- 12.6 Assignment/Binding Effect. Director shall not assign or transfer, in whole or in part, this Agreement or any of Director's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by Director without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.
- 12.7 Referrals. The parties acknowledge that none of the benefits granted Director hereunder are conditioned on any requirement that Director make referrals to Hospital, be in a position to make or influence referrals to Hospital, or otherwise generate business for Hospital. The parties further acknowledge that Director is not restricted from establishing staff privileges at, referring any patient to, or otherwise generating any business for, any other Hospital of his choosing.

12.8 Severability. If any of the provisions of this Agreement are rendered invalid by a court or government agency of competent jurisdiction, it is agreed that this shall not in any way or manner affect the enforceability of the other provisions of this Agreement which shall remain in full force and effect.

The parties hereto have executed this Agreement as of the Effective Date first written above.

**Hospital**  
San Benito Health Care District

**Director**  
Russell Dedini, M.D.

By: \_\_\_\_\_  
Mary T. Casillas  
Interim Chief Executive Officer

\_\_\_\_\_  
Russell Dedini, M.D.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## APPENDIX A

### **MEDICAL DIRECTOR ORTHOPEDECS and JOINT REPLACEMENT PROGRAM**

#### DESCRIPTION OF DUTIES & RESPONSIBILITIES

(Up to twelve (12) hours per month)

1. Provide education and in-service instruction for facility nursing and ancillary personnel.
2. Make recommendations to the facility's administration regarding the use of facility personnel, the necessary equipment and general quality standards of patient care in connection with the Service.
3. Prepare a semi-annual written report describing the Director's activities and a summary of the Service's operations for Hospital CEO.
4. Act as a liaison to the appropriate medical staff committees relevant to the Service.
5. Review and make recommendations to revise the Service's policies and procedures (Annual summary for Hospital CEO).
6. Meet monthly with the Perioperative Services Director to review surgical outcomes and program operations.
7. Meet semi-annually with Chief of the Medical Staff and Medical Staff Coordinator to review and revise any Medical Staff Rules & Regulations which relate to Orthopedics and the Joint Replacement Program.
8. Review records and reports of orthopedic services and the Joint Replacement Program patients to promote quality of patient care (Annual summary of this quality review to be delivered to the Hospital Risk Manager).
9. Meet with the Joint Replacement Program Service Committee staff to discuss the facility's needs.
10. Assist with medical/rehab administrative problems.
11. Participate in applicable quality improvement activities, including the activities of the Quality Assurance Committee and meetings related to satisfying JCAHO and all other federal, state, and local regulatory requirements.
12. Conduct random patient chart review and recommend criteria and clinical indicators for facilitating and improving Services (Quarterly/as needed).
13. Assist with development of outcomes measurement and program integrity. Establish goals and review actions towards accomplishing these goals (Quarterly/as needed).

14. Maintain current knowledge of advances in Joint Replacement services and assist in development and implementation of new treatment methods.
15. Assist overall case management and reviews to improve patient outcomes and the appropriate utilization of the programs and Services.
16. Provide on-going staff education to improve continuum of care, outcomes improvement, and staff knowledge of the latest techniques and procedures related to Services.
17. Any other duties or tasks as may be reasonably requested by Hospital.



# Hazel Hawkins

## MEMORIAL HOSPITAL

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

**MONDAY, NOVEMBER 14, 2022  
SUPPORT SERVICES BUILDING – GREAT ROOM  
4:00 PM**

*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.*

**HOW TO PARTICIPATE BEFORE THE MEETING:** Members of the public may submit email correspondence to [trose1@hazelhawkins.com](mailto:trose1@hazelhawkins.com) up to two (2) hours before the meeting begins.

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

## AGENDA

- I. **Call to Order:** (Jeri Hernandez, Chair)
- II. **Review of Minutes:** Thursday, October 20, 2022
- III. **Update on Current Projects:**
  - Office Refresh for General Surgeons Adrian Flores
- IV. **Update on Pending Projects:**
  - CAT Scanner Mary Casillas
  - Northside SNF Generator Replacement Adrian Flores
- V. **Master Plan:**
  - SPC-4d Adrian Flores
  - Maple Street Project Mary Casillas
  - Current Campus Bed Optimization Plan Barbara Vogelsang
  - Women's Center 3<sup>rd</sup> Floor Buildout
    - 1) Financing Plan Mark Robinson
    - 2) Design and Buildout Timeline Mary Casillas
- VI. **Open Discussion:**
- VII. **Adjournment:**

### Committee Members

Jeri Hernandez, Board President  
Bill Johnson, Board Secretary  
Barbara Vogelsang, VP/CCO  
Mark Robinson, VP/CFO  
Mary Casillas, Interim, VP/CEO  
Adrian Flores, Plant Operations Director  
Tina Pulido, Plant Operations/Construction Coordinator

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

**Thursday, October 20, 2022  
4:00 P.M. – Hybrid Zoom Meeting**

**MINUTES**

**PRESENT:** Jeri Hernandez, Board President  
Bill Johnson, Board Secretary  
Barbara Vogelsang, Chief Clinical Officer  
Mark Robinson, Chief Finance Officer  
Mary Casillas, Chief Operations Officer  
Adrian Flores, Plant Operations Director  
Tina Pulido, Plant Operations/Construction Coordinator

**I. CALL TO ORDER:**

The meeting of the District's Facilities & Service Development Committee was called to order by Jeri Hernandez at 4:00p.m. via Hybrid Zoom. The meeting will be recorded for purposes of taking minutes.

**II. REVIEW OF MINUTES:**

The minutes of the District's Facilities & Service Development Committee of September 19, 2022, were reviewed.

**III. UPDATE ON CURRENT PROJECTS:**

- Grounds Maintenance (Adrian Flores)  
Adrian F. reported that we have installed irrigation and drought tolerant ground cover, this project is completed.
- Parking Lot Reseal (Adrian Flores)  
Adrian F. reported that this project is completed.
- Office Refresh for General Surgeons (Adrian Flores)  
Adrian F. reported that they have passed inspection and will start installing drywall, painting, etc. next week. The project is still scheduled to be completed the end of October beginning of November.
- Front Lobby Registration Doors (Adrian Flores)  
Adrian F. reported that this project is completed.

**IV. UPDATE ON PENDING PROJECTS:**

- CAT Scanner (Mary Casillas)  
Mary C. reported that the 128 slice CT located in the ED is 12 years old and the 64 slice CT in Radiology is too small. They are looking at moving the 128 slice to Radiology, this opening up more space in the ED for additional services.
- Northside SNF Generator Replacement (Adrian Flores)  
Adrian F. reported that the building study has been completed and they will be submitting their findings.

**V. MASTER PLAN:**

- SPC-4d (Adrian Flores)  
Adrian F., nothing new to report.
- Maple Street Project (Mary Casillas)  
Mary C. reported that this project is on hold.
- Current Campus Bed Optimization Plan (Barbara Vogelsang)  
Barbara V., nothing new to report.
- Women's Center 3<sup>rd</sup> Floor Buildout
  - 1) Financing Plan (Mark Robinson)  
Mark R. reported that this project is on hold
  - 2) Design and Buildout Timeline (Mary Casillas)  
Mary C., reported that this project is on hold.

**VI. OPEN DISCUSSION:**

**VII. ADJOURNMENT:**

There being no further business, the meeting was adjourned at 4:29 PM.