



# Hazel Hawkins

MEMORIAL HOSPITAL

**REGULAR MEETING OF THE BOARD OF DIRECTORS  
SAN BENITO HEALTH CARE DISTRICT  
911 SUNSET DRIVE, HOLLISTER, CALIFORNIA  
WEDNESDAY, DECEMBER 21, 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

- |  | <u>Presented By:</u> |
|--|----------------------|
| 1. <u>Call to Order / Roll Call</u>  | (Hernandez)          |
| 2. <u>Approval of the Agenda</u>   | (Hernandez)          |
| A. Motion/Second   |                      |
| B. Action/Board Vote-Roll Call   |                      |
| 3. <u>Oath of Office</u>   | (Hernandez)          |
| Administration of Oath of Office for Board Members Josie Sanchez and G.W. Devon Pack.  |                      |
| 4. <u>Election of the President of the Board &amp; Board Officers (Two-Year Term)</u>  | (Hernandez)          |
| Nominations for President, Vice President, Treasurer, Secretary, and Assistant Secretary   |                      |
| ➤ Close Nominations  |                      |
| ➤ Public Comment   |                      |
| ➤ Motion/Second  |                      |
| ➤ Roll Call Vote   |                      |
| 5. <u>Board Announcements</u>  | (Hernandez)          |
| 6. <u>Public Comment</u>   | (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.

7. **Consent Agenda – General Business** (pgs 4-25) (Hernandez)  
(A Board Member may pull an item from the Consent Agenda for discussion.)

- A. Minutes of the Regular Meeting of the Board of Directors November 17, 2022
- B. Minutes of the Special Meeting of the Board of Directors December 8, 2022
- C. Minutes of the Special Meeting of the Board of Directors December 15, 2022
- D. Clinical Policies:
  - Pharmacy Department Policies
  - Prevention of Catheter-Associated Urinary Tract Infections

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

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

8. **Report from the Medical Executive Committee** (pgs 26-29) (Dr. Bogey)

- A. Medical Staff Credentials: December 14, 2022

*Recommended Action: Approval of Credentials.*

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

- B. Medical Staff Synopsis: December 14, 2022

9. **Interim Chief Executive Officer (CEO)** (pgs 30-40) (Casillas)

- A. Board Education – Quality and Risk (Hamilton)

- 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
- Marketing/Public Relations
- Quality Report

**10. Finance Report** (pgs 41-49)

(Robinson)

- A. Finance Report/Financial Statement Review  
Review of Financial Report for December 15, 2022
- B. Financial Updates
  - 1. Review Finance Dashboard

**11. New Business** (pgs 50-90)

(Hernandez)

A. **Consider Approval of Professional Services Agreement with Dr. Cooper Vaughn for a Term of Two Years Effective January 1, 2023**

*Recommended Action: Approval of Professional Services Agreement for Dr. Cooper Vaughn for a term of two years Commencing on January 1, 2023.*

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

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

*Recommended Action: Approval of Resolution 2022-20 Adopting Memorandum of Understanding with California Licensed Laboratory Scientists and Medical Laboratory Technicians.*

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

C. **Consider Board Resolution No. 2022-23 Declaring 190 Maple Street as Exempt Surplus Land**

*Recommended Action: Approval of Resolution 2022-23 Declaring 190 Maple Street as Exempt Surplus Land and Finding of Exemption per CEQA 15061(b)(3)*

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

**D. Consider Board Resolution No. 2022-24 Approving and Authorizing Listing Agreement for Sale of Real Property Located at 190 Maple Street**

*Recommended Action: Approval of Resolution 2022-24 Approving Listing Agreement for Sale of Real Property at 190 Maple Street*

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

**E. Consider Board Resolution 2022-22 Setting 2023 Board Meeting Calendar**

*Recommended Action: Approval of Resolution 2022-22 Setting the 2023 Board Meeting Calendar*

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

**12. Public Comment**

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

**13. Closed Session (pgs. 1-3)**

(See Attached Closed Session Sheet Information) (Hernandez)

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

(Hernandez)

**15. Adjournment**

(Hernandez)

The next Regular Meeting of the Board of Directors is scheduled for **Thursday, January 26, 2023**, 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.

**SAN BENITO HEALTH CARE DISTRICT BOARD OF DIRECTORS  
DECEMBER 21, 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): \_\_\_\_\_

**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): 2

**LIABILITY CLAIMS**  
(Government Code §54956.95)

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

**Agency claimed against:** (Specify name): \_\_\_\_\_

①

**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:** Mary Casillas, Mark Robinson, Barbara Vogelsang, and Anne Olsen

**Employee organization:** California Nurses Association, California Licensed Vocational Nurses Association, ESC, National Union of Healthcare Workers

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

**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

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**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**

**THURSDAY, NOVEMBER 17, 2022  
MINUTES**

**HAZEL HAWKINS MEMORIAL HOSPITAL**

**Directors Present**

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

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

Mary Casillas, Interim Chief Executive Officer  
Mark Robinson, Chief Financial Officer  
Barbara Vogelsang, Chief Clinical Officer  
Michael Bogey, M.D., Chief of Staff  
Heidi A. Quinn, District Legal Counsel  
Tiffany Rose, Executive Assistant

**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:** By Director Sanchez to approve the agenda as presented; Second by Director Winn.

**Moved/Seconded/Unanimously Carried.** Ayes: Directors Hernandez, Johnson, Sanchez, Shelton, and Winn. Approved 5-0 by roll call.

**3. Board Announcements**

Director Hernandez noted several members of the Board, as well as Executive Team, attended the 2022 San Benito County Chamber Awards Ceremony, where the hospital was awarded "Large Business of the Year".

**4. Public Comment**

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

**5. Consent Agenda - General Business**

- A. Minutes of the Regular Meeting of the Board of Directors, October 27, 2022.
- B. Minutes of the Special Meeting of the Board of Directors, November 4, 2022.

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

**MOTION:** By Director Hernandez to approve Consent Agenda – General Business, Items (A) and (B), as presented; Second by Director Sanchez.

No public comment.

**Moved/Seconded/Unanimously Carried.** Ayes: Directors Hernandez, Johnson, Sanchez, Shelton, and Winn. Approved 5-0 by roll call.

6. **Report from the Medical Executive Committee Meeting on November 16, 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 November 16, 2022.

**Item: Proposed Approval of the Credentials Report; four (4) New Appointments, three (3) Reappointments, two (2) Allied Health – New Appointments, one (1) AHP – Reappointment, and three (3) Resignations.**

**MOTION:** By Director Sanchez to approve the Credentials Report as presented; Second by Director Winn.

No public comment.

**Moved/Seconded/and Unanimously Carried:** Ayes: Directors Hernandez, Johnson, Sanchez, Shelton, and Winn. Approved 5-0 by roll call.

- 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.

7. **Reports from the Interim Chief Executive Officer**

- A. **Board Education:** Jana Tomasini provided an overview of the Baby Friendly initiative and what the hospital has been doing to get closer to Baby Friendly designation. A full report can be found in the Board packet.

- B. **Comments on Chief Executive Officer Reports:** The Executive Team provided highlights of the following reports, which can be found in the Board packet.

- **Interim Chief Executive Officer**  
Ms. Casillas provided highlights of the Interim CEO Report, which can be found in the Board packet. It was noted Administration continues to meet with local and State legislators to discuss the hospital status and financial emergency, including the offices of Assemblymember Rivas and Senator Caballero, as well as the State Treasurer's Office, County Supervisors, Association of California Hospital Districts, and California Hospital Association.
- **Chief Clinical Officer/Patient Care Services (Acute Facility)**

Ms. Vogelsang provided two handouts, including Patient Experience for January – October 2022 and 30 Day All-Cause Readmission Rates. It was noted the handouts provide a more accurate picture of overall trends versus the information in the packet showing a rolling 12-month snapshot. The full written reports can be found in the Board packet.

- Provider Services & Clinic Operations
- Skilled Nursing Facilities Reports (Mabie Southside/Northside)
- Home Health Care Agency
- Foundation Report
- Quality & Patient Satisfaction Committee

8. **Report from the Finance Committee**

B. **Finance Report/Financial Statement Review – October 2022**

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

C. **Financial Updates**

1. Finance Dashboard

Mr. Robinson reviewed the Finance Dashboard for October 2022, which was included in the packet. Updates will be provided to the Board when conclusive information is received.

9. **Recommendation for Board Action**

A. **Physician Agreement:**

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.*

No public comment.

**MOTION:** By Director Hernandez to approve the 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; Second by Director Shelton.

**Moved/Seconded/and Unanimously Carried:** Ayes: Hernandez, Johnson, Sanchez, Shelton, and Winn. Approved, 5-0 by roll call.

10. **Report from District Facilities & Service Development Committee**

- A. The minutes from the Facilities Committee Meeting of November 14, 2022, were provided in the Board packet.

11. **Public Comment**

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

12. **Closed Session**

President Hernandez announced the items to be discussed in Closed Session as listed on the posted Agenda is (1) Conference with Legal Counsel-Anticipated Litigation, Government Code §54956.9(d)(4);

The meeting was recessed into Closed Session at 5:45 p.m.

The Board completed its business of the Closed Session at 6:50 p.m.

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

The Board of Directors reconvened Open Session at 6:50 p.m. District Counsel Quinn reported that in Closed Session the Board discussed: Conference with Legal Counsel-Anticipated Litigation, Government Code §54956.9(d)(4).

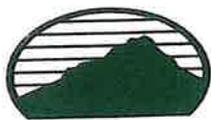
A status report was provided, the Board provided direction to staff; No reportable action was taken by the Board in the Closed Session.

17. **Adjournment:**

There being no further regular business or actions, the meeting was adjourned at 6:51 p.m.

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

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# Hazel Hawkins MEMORIAL HOSPITAL

## **SPECIAL MEETING OF THE BOARD OF DIRECTORS SAN BENITO HEALTH CARE DISTRICT SUPPORT SERVICES BUILDING, 2<sup>ND</sup>-FLOOR, GREAT ROOM WEDNESDAY, DECEMBER 8, 2022 MINUTES**

### **Directors Present**

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

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

Mary Casillas, Interim Chief Executive Officer  
Mark Robinson, Chief Financial Officer  
Barbara Vogelsang, Chief Clinical Officer  
Heidi Quinn, District Legal Counsel  
Anne Frasseto Olsen, Legal Counsel  
Tiffany Rose, Executive Assistant

#### **1. Call to Order – Roll Call**

Directors Hernandez, Johnson, Sanchez, Shelton, and Winn were present; attendance was taken by roll call. A quorum was present and the Special Meeting was called to order at 3:02 p.m. by Director Hernandez.

Director Hernandez and Ms. Casillas thanked Director Winn on behalf of the Board of Directors and Hazel Hawkins Memorial Hospital for his dedication to serving on the Board.

#### **2. Hazel Hawkins Memorial Hospital - Financial Status Update**

Ms. Casillas noted Michael Sweet and Nicholas Koffroth of Fox Rothschild, LLP, as well as Seth Freeman of B. Riley Advisory Services were in attendance by video conference to answer questions.

The Executive Team and Board of Directors have been working collaboratively with local, state, and national agencies to secure funding and identify a strong strategic partnership. A proposal has been submitted for consideration to San Benito County Board of Supervisors requesting \$10 million. Efforts are also being directed toward aggressive cash management, as well as strategies to increase revenue. The District continues to look at all avenues of funding.

3. **Consider Potential Sale of Real Property at 190 Maple Street, Hollister, California and Provide Direction**

Ms. Casillas reported Administration is looking for direction from the Board on the sale of the property located at 190 Maple Street in Hollister, California.

It was the consensus of the Board to proceed with selling the property and direction was given to move forward with finding a realtor to list the property.

4. **Public Comment**

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

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)(2) or (3); (2) Conference with Legal Counsel-Anticipated Litigation, Government Code §54956.9(d)(4).

The meeting was recessed into Closed Session at 3:32 p.m.

The Board completed its business of the Closed Session at 5:20 p.m.

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

The Board of Directors reconvened into Open Session at 5:20 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)(2) or (3); (2) Conference with Legal Counsel-Anticipated Litigation, Government Code §54956.9(d)(4).

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

7. **Adjournment:**

There being no further special business or actions, the meeting was adjourned at 5:21 p.m.



# Hazel Hawkins MEMORIAL HOSPITAL

**SPECIAL MEETING OF THE BOARD OF DIRECTORS  
SAN BENITO HEALTH CARE DISTRICT  
SUPPORT SERVICES BUILDING, 2<sup>ND</sup>-FLOOR, GREAT ROOM  
WEDNESDAY, DECEMBER 15, 2022  
MINUTES**

**Directors Present**

Jeri Hernandez, Board Member  
Bill Johnson, Board Member  
Josie Sanchez, Board Member  
Rick Shelton, Board Member

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

Mary Casillas, Interim Chief Executive Officer  
Barbara Vogelsang, Chief Clinical Officer  
Heidi Quinn, District Legal Counsel  
Anne Frasseto Olsen, Legal Counsel

1. **Call to Order – Roll Call**

Directors Hernandez, Johnson, Sanchez, and Shelton were present; attendance was taken by roll call. Director Winn was absent. A quorum was present and the Special Meeting was called to order at 5:00 p.m. by Director Hernandez.

2. **Public Comment**

No public comment.

3. **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) Conference with Labor Negotiator, Government Code §54957.6; (3) Report Involving Trade Secret, Government Code §37606 & Health and Safety Code §32106.

The meeting was recessed into Closed Session at 5:00 p.m.

The Board completed its business of the Closed Session at 6:00 p.m.

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

The Board of Directors reconvened into Open Session at 6:00 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) Conference with Labor Negotiator, Government Code §54957.6; (3) Report Involving Trade Secret, Government Code §37606 & Health and Safety Code §32106.

Information was presented to the Board, the Board provided direction to staff but no reportable action was taken.

5. **Authorization to Enter into an Agreement with the County for the Temporary Transfer Funds to the District**

The Board added an urgency item to the agenda, *Authorization to Enter into an Agreement with the County for the Temporary Transfer Funds to the District*.

On December 15, the Board of Supervisors approved a Resolution authorizing the temporary transfer of funds under Article XVI, Section 6, and directed County staff to enter into a temporary transfer agreement. The District Board found there was an immediate need to take action to approve the transfer agreement, and 2) the need arose after posting of the agenda for the special meeting on December 14.

**MOTION:** On motion of President Hernandez, with second by Director Sanchez, the Board unanimously voted to add the urgency item to the agenda.

There was no public comment.

**MOTION:** On motion of Director Sanchez, and second by President Hernandez, the Board authorized legal counsel to finalize the temporary transfer agreement as presented to the Board of Supervisors, and authorized the Interim CEO to execute the temporary transfer agreement with the County. The motion passed unanimously.

6. **Adjournment:**

There being no further special business or actions, the meeting was adjourned at 6:19 p.m.

PHARMACY POLICY APPROVAL PACKAGE

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- 11-06 Dispensing: Obtaining Medications When the Pharmacy is Closed
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## Prevention of Catheter-Associated Urinary Tract Infections

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### Revision Insight

Document ID:	11507
Revision Number:	1
Owner:	Melissa Schilling,
Revision Official Date:	No revision official date

#### Revision Note:

Updates based on feedback from P&P committee.  
Approved by P&P committee members on 12/14/22.

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## Policy : Prevention of Catheter-Associated Urinary Tract Infections

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### PURPOSE

The purpose of this policy is to reduce the risk of acquiring a catheter-associated urinary tract infection (CAUTI) for all Hazel Hawkins Hospital (HHH) patients who have an indwelling urinary catheter inserted and maintained during their length of stay.

### POLICY

Urinary catheter insertion and maintenance will be performed under aseptic conditions per *Lippincott's Nursing Procedures* when managing an indwelling urinary catheter device by following the latest evidence-based practices for:

- Indwelling Urinary Catheter (Foley) **Insertion**
- **Female**, Indwelling Urinary Catheter (Foley) **Insertion**
- **Male**, Indwelling Urinary Catheter (Foley) **Care and Management**
- Indwelling Urinary Catheter (Foley) **Irrigation**
- Urine **Specimen Collection** from an Indwelling Urinary Catheter (Foley)
- Male Incontinence Device (**Condom Catheter**) Application
- Indwelling Urinary Catheter (Foley) **Removal** Policies

### PROCEDURE

#### Catheter Use

1. No invasive device should ever be used unless ordered by a medical doctor and absolutely necessary, including urinary catheters.

Indications for placement and continued necessity for use of indwelling urinary catheters shall include the **HOUDINI guidelines**:

**Hematuria**, gross (blood clots)  
**Obstruction**, anatomic or physiologic outlet (enlarged prostate)  
**Urologic**: surgery, retention, neurogenic bladder  
**Decubitus ulcer**-open sacral or perineal wound in an incontinent patient  
**I & O** critical for diuretic/IV fluid management or hemodynamic monitoring  
**No code/comfort care/hospice care**  
**Immobility** due to physical constraints (e.g., unstable fracture)

Indwelling catheters will be left in place **only** for as long as necessary. Convenience of patient-care providers is not an accepted HHH practice. The RN caring for a patient with an indwelling catheter must assess the need of the device AND document, each shift, why the device is still necessary. Only one of the above **HOUDINI** indications will be considered appropriate.

2. **a. Nurse-driven guidelines for catheter removal:**

If the doctor designates nurse driven guidelines RN determines the patient no longer meets the HOUDINI indications for continued indwelling catheter use AND confirms the nurse-driven guidelines has been ordered, the RN will document "**does not meet criteria**" and follow the Indwelling urinary catheter (foley) removal policy and document in Meditech the removal date and time of the indwelling catheter.

2. **b. Without nurse-driven guidelines:**

If the nurse-driven guidelines have not been ordered, the RN will communicate to the physician and request an order to remove the indwelling catheter. Once ordered, the RN will follow the Indwelling urinary catheter removal policy and document in Meditech the removal date and time of the indwelling catheter.

Indwelling urinary catheters shall be removed by post-op day 2 unless there is documentation of an accepted necessity per the HOUDINI indication.

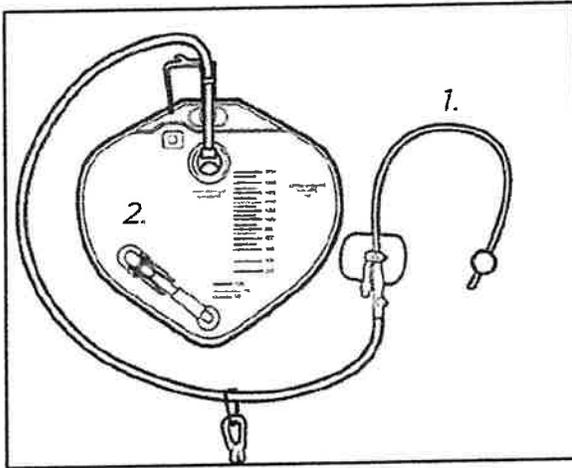
For selected patients, other methods of urinary drainage such as frequent toileting scheduling; external condom catheter, or intermittent straight catheterization can be useful alternatives.

### Hand Hygiene

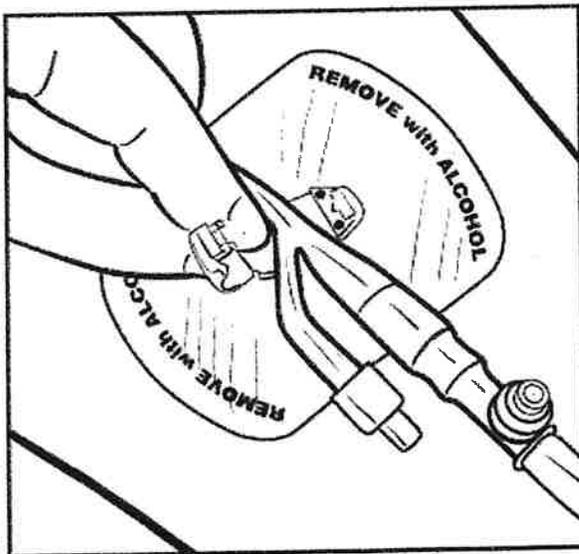
Hand hygiene will be performed prior to catheter insertion and immediately before and after any manipulation of the catheter site or apparatus.

### Catheter Insertion

1. Indwelling catheters will be inserted using sterile technique by staff that have been trained and verified as competent to insert urinary catheters.
2. If the catheter is contaminated prior to insertion, the RN shall discard the catheter and obtain another sterile catheter kit.
3. Sterile equipment shall be used for catheter insertion and is included in the order of use in the catheter kit. Use as small a catheter size as possible that is consistent with proper drainage to minimize urethra trauma.



4. Indwelling catheters will be properly secured to the patient's leg or abdomen after insertion to prevent movement and urethral traction. A Stat-Lock is included in the catheter kits. Change the StatLock® every 7 days if the catheter is still necessary. StatLock® are available in the Pyxis. Document the date and type of securement device as part of the insertion documentation.

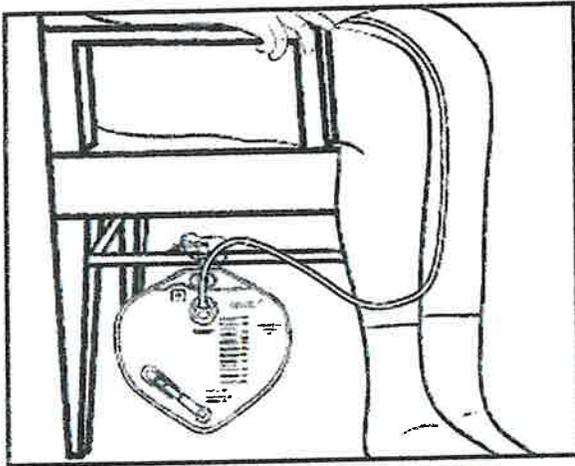


*Proper catheter anchoring.*

### Catheter Care and Maintenance

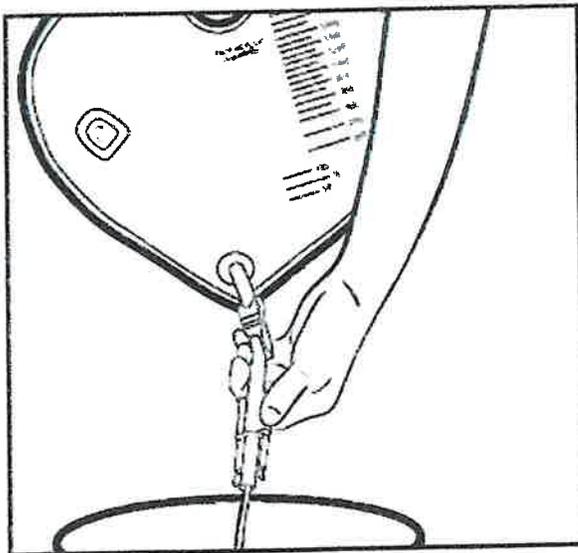
1. The RN will follow the Indwelling Urinary Catheter (Foley) Care and Management policy and document in Meditech the indication that necessitates continued catheter use, maintenance care, and routine assessment findings.

2. A sterile, continuously closed drainage system will be maintained.
3. Keep catheter properly secured to the patient to prevent movement and urethral traction.
4. Maintain unobstructed urine flow by avoiding dependent loops and/or securing catheter tubing to the sheet by using the plastic clip provided on the tubing.



*Avoid kinks and loops in the catheter or tubing*

5. Keep collection bag below the level of the bladder at all times.
6. Empty collection bag regularly to keep bag from overfilling and before transporting patient.
7. Use a separate collection container for each patient and avoid allowing the draining spigot to touch the collecting container.



*Proper emptying of urinary drainage bag into pail.*

8. Do not let the collection bag sit or drag on the floor.
9. Do not clean the periurethral area with antiseptics while the catheter is in place. Perform routine hygiene by cleaning the meatal surface daily and as needed, if patient is incontinent of stool.
10. Do not disconnect the catheter from the drainage tubing.
11. Do not replace catheters unless there are breaks in aseptic technique, disconnection, or leakage occurs. If the collecting system will be replaced, use aseptic technique after disinfecting the catheter-tubing junction.
12. Review and provide patient / family education and confirm their understanding of that teaching.

#### **Irrigation**

1. Irrigation will only be done with a medical doctor's order, and is avoided unless the catheter is obstructed (e.g., as might occur with bleeding after prostatic or bladder surgery); closed continuous irrigation may be used to prevent obstruction. To relieve obstruction due to clots, mucus, or other causes, an intermittent method of irrigation may be used. Continuous irrigation of the bladder with antimicrobial has not proven to be useful and should not be performed as a routine infection prevention measure.
2. Before requesting an order for catheter irrigation, perform a bladder scan to determine if the patient is retaining urine. Also, evaluate patient laboratory values for signs that the patient is making less urine due to kidney failure.
3. If irrigation is necessary, the catheter-tubing junction will be disinfected for **30 seconds** with alcohol swabs before disconnecting and prior to reconnecting the tubing.
4. Irrigation of the urinary catheter should be avoided; however, if irrigation must be performed the RN shall maintain sterile technique and use a large-volume sterile irrigation syringe and sterile normal saline as an irrigant. Both the irrigating syringe and irrigant shall be discarded after use

### Specimen Collection

1. Collect urine samples using aseptic technique by aspirating from the sampling port with a sterile syringe after cleaning the port with an alcohol swab. Swab the port surface for **15 seconds** with an alcohol swab prior to accessing port with the syringe.

### Catheter-Associated Urinary Tract Infection (CAUTI) Bundle

A bundle is a set of interventions (usually 3 to 5) when grouped and implemented together, promote best practice outcomes with a greater impact than if performed individually. The aim for care bundles is to ensure that patients receive recommended treatments on a consistent basis. Staff must comply with all elements of the bundles to assure best practice and to prevent CAUTIs. Hazel Hawkins Hospital will implement all elements of the **CAUTI Bundles** to prevent healthcare-associated infections due to catheterization.

The **CAUTI Bundle** includes:

1. Avoid unnecessary catheterization (see **Catheter Utilization** above);
2. Perform hand hygiene prior to catheter insertion and immediately before and after any manipulation of the catheter site or apparatus;
3. Insert using sterile technique (see **Catheter Insertion** above);
4. Maintain catheters based on daily recommended guidelines (see **Catheter Care and Maintenance** above); and
5. Review and document catheter necessity daily in MediTech. Remove promptly, if no longer indicated (see **Catheter Use** above).

### Catheter Removal

The indwelling catheter should be removed when:

- bladder decompression is no longer necessary,
- the patient can resume voiding, or
- when the catheter is obstructed.

Depending on the duration of the catheterization, the physician may order bladder retraining before catheter removal. The necessity for the catheter should be reviewed daily, and it should be removed as soon as it's no longer clinically indicated to prevent catheter-associated urinary tract infection (CAUTI).

The RN will follow the Indwelling urinary catheter removal guidelines and document in Meditech the removal date and time of the indwelling catheter.

1. Assess for voiding within six (6) hours of removal.
  - a. If patient has not voided within **6 hours** after the removal of urinary catheter, assess patient for urinary retention; perform per policy the Intermittent (Straight) Urinary Catheter Insertion procedure.
  - b. If patient has not voided within 6 hours after straight catheterization procedure, notify the physician.
  - c. If patient spontaneously voids within six (6) hours but it is <200 mL, perform bladder scan, initiate straight catheterization if PVR is >400 mL.
  - d. If patient spontaneously voids with six (6) hours, but is INCONTINENT, perform bladder scan, initiate straight catheterization if PVR is >400 mL.
2. The indwelling urinary catheter removal guidelines do not apply to Emergency Department patients unless otherwise specified by the ordering provider.

## Patient Education / Documentation

1. Explain the procedures to the patient; inform him/her of the reason for catheterization and what to expect in the way of discomfort.
2. Discuss the risks associated with indwelling urinary catheter use and the necessary measures to reduce the risk of CAUTI.
3. Advise the patient and his family to remind staff to perform hand hygiene before and after handling the catheter if they fail to do so.
4. Document your assessment findings and the indication for catheter use.
5. Record the date and time of insertion, size and type of catheter used, and characteristics of urine obtained.
6. Record the patient's intake and output.
7. Document any complications, the date and time the practitioner was notified, the prescribed interventions, and the patient's response to those interventions.
8. Record patient teaching and the patient's comprehension of that teaching.

## Staff Education

1. The RN annual review addresses urinary catheter practices and CAUTI prevention, and is required for all nursing staff to be considered competent.

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**Keywords** CAUTI, UTI

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**Department Director**  
**Next Review Date**

In preparation  
Schilling, Melissa

**Attachments:**  
**(REFERENCED BY THIS DOCUMENT)**

[http://apic.org/Resource\\_/EliminationGuideForm/6473ab9b-e75c-457a-8d0f-d57d32bc242b/File/APIIC\\_CAUTI\\_web\\_0603.pdf](http://apic.org/Resource_/EliminationGuideForm/6473ab9b-e75c-457a-8d0f-d57d32bc242b/File/APIIC_CAUTI_web_0603.pdf)  
<http://www.cdc.gov/hicpac/pdf/CAUTI/CAUTIguideline2009final.pdf>  
<http://www.cdc.gov/nhsn/PDFs/pscManual/7pscCAUTICurrent.pdf>

**Other Documents:**  
**(WHICH REFERENCE THIS DOCUMENT)**

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[https://www.lucidoc.com/cgi/doc-gw.pl?ref=hmh:11507\\$1](https://www.lucidoc.com/cgi/doc-gw.pl?ref=hmh:11507$1).

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San Benito Health Care District

**MEDICAL EXECUTIVE COMMITTEE  
CREDENTIALS REPORT  
December 14, 2022**

**NEW APPOINTMENTS**

PRACTITIONER	DEPT/SERVICE	STATUS REQUEST	PROCTOR ASSIGNED
Chandrasekaran, Prathibha MD	Medicine/Gastroenterology	Provisional	
Dhanuka, Piyush MD	Medicine/Gastroenterology	Provisional	
Namihas, B. Nicholas MD	Medicine/Gastroenterology	Provisional	
DeJesus Avelo, Indira MD	Medicine/TeleNeurology (TS)	Privs w/o Membership	
Jean-Baptiste, Ryan MD	Radiology/TeleRadiology (SR)	Privs w/o Membership	
Malenky, Igor MD	Medicine/TeleNeurology (TS)	Privs w/o Membership	
Patel, Lincoln MD	Radiology/TeleRadiology (SR)	Privs w/o Membership	

**REAPPOINTMENTS**

PRACTITIONER	DEPT/SERVICE	STATUS	TERM
Ghoreishi, Easa MD	Emergency/Emergency	Active	2 yr
Mehulic, Suarna MD	Medicine/Hospitalist	Provisional to Active	2 yr

**ADDITIONAL PRIVILEGES**

PRACTITIONER	FIELD	SERVICE

**ALLIED HEALTH – NEW APPOINTMENT**

PRACTITIONER	DEPT/SERVICE	STATUS
Bastien, Brunette P/MHFP	Clinics	Provisional

**AHP – REAPPOINTMENTS**

PRACTITIONER	DEPT/SERVICE	STATUS	TERM
Zhang, Hongqing FNP	Clinic/Family Practice	Current	2 yr

**RESIGNATIONS/RETIREMENTS**

PRACTITIONER	DEPT/SERVICE	CURRENT STATUS	COMMENT
Gamboa, Lucie MD	Clinics/Peds	Active	Resigned
Johal, Ravinder MD	Radiology/Teleradiology (SR)	n/a	Resigned from statrad

Rev: 2/16/2022

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## Interim CEO Report December 2022

### Ambulatory Services

- General Surgery Clinic – A date will be set soon for the Grand Opening of the Surgery office.

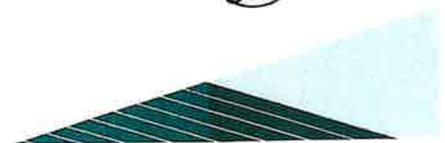
### Foundation

- The Foundation funded over \$500,000 in projects to the hospital this year. This is a huge increase from last year. Some of the major projects include:
  - \$122,332 New Autoclave/Sterilizers for the Sterile Processing Department;
  - \$45,735 for a Coagulation Analyzer for the Laboratory Department;
  - \$60,000 to HHMH for Palliative Care Program from funds received from the Hospice Giving Foundation;
  - \$35,000 for three hi-low beds for the Skilled Nursing Facilities;
  - \$30,100 for Neonatal Monitors and Three Docking Stations for the Women's Center

### Financial Emergency Update

- SBC Board of Supervisors – we presented a proposal to the SBC BOS on December 13, 2022 requesting \$10M advancement (loan) against the property tax the hospital collects from the County.
  - November 15, 2022 - The Board of Supervisors voted to transfer 85% of our total property tax due to us this fiscal year in December. This is approximately \$2.2M. There will be a 4% interest rate on half that amount.
  - November 15, 2022 – The Board of Supervisors voted to have staff create a report to advise on the \$10M loan proposal.
- Administration will be meeting with newly-elect City of Hollister Mayor, Mia Casey, in December to discuss City support.
- Administration will be meeting with State Legislators to further discuss emergency funding and the hospital financial status.
- Our financial advisors continue to monitor daily cash flow and help restructure debt and payments. A rolling financial forecast is reviewed weekly.
- Private funding is also being sought

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San Benito Health Care District  
Board of Directors Meeting  
21 December 2022  
Chief Clinical Officer Report

- Emergency Department:
  - Visits 2403; Admitted 195
  - Codes Trauma 21
  - Codes Stroke 16
  - LWBS 14
- Med / Surg ADC 14.0
- ICU ADC 3.2
- OB: Deliveries 32 Outpatient Visits 98
- OR Cases: Inpatient 48 Outpatient 103
  
- Med Surg, ICU & Home Health are in the testing phase for the Tissue Analytics Wound Care Program. This program incorporates an analysis of photos taken by staff members of patients' wounds to ensure appropriate staging and therapeutic measures.
  
- San Benito Home Health has transitioned 100% to the new Electronic Medical Record, Meditech Expanse, which will optimize charting and billing for the agency.



**Hazel Hawkins**  
MEMORIAL HOSPITAL

To: San Benito Health Care District Board of Directors  
 From: Amy Breen-Lema, Director, Provider Services & Clinic Operations  
 Date: January 17, 2022  
 Re: All Clinics – December 2021

**2021 Rural Health and Specialty Clinics' visit volumes**

Total clinic visits for December 2021 in all outpatient clinics =7,377

	July 2021	Aug 2021	Sept 2021	Oct 2021	Nov 2021	Dec 2021
Sunset/Annex	810	951	932	970	1004	1123
San Juan Bautista	209	314	329	418	407	352
1st Street	974	873	752	686	704	901
4th Street	1392	1499	1446	1383	1242	1334
Barragan	715	907	796	795	735	758
<b>Totals</b>	<b>4100</b>	<b>4544</b>	<b>4255</b>	<b>4252</b>	<b>4092</b>	<b>4468</b>
<b>Specialty Clinics</b>						
Orthopedic Specialty	530	556	485	439	471	439
Multi-Specialty	640	747	614	638	646	662
Primary Care Associates	1334	1582	1529	1621	1810	1808
<b>Totals</b>	<b>2504</b>	<b>2885</b>	<b>2628</b>	<b>2698</b>	<b>2927</b>	<b>2909</b>

- COVID vaccination efforts for 1<sup>st</sup>, 2<sup>nd</sup> & booster shots continue in the Sunset Annex clinic per CDC guidance. 278 injections were given for the month of December. Vaccine boosters for the Pfizer, Moderna and Johnson & Johnson are available to the public.
- The clinics received a payment of \$18,909.44 for the Anthem Blue Cross Medi-Cal Clinic Pay for Performance (CP4P) Measurement Year 2021 for achievement of member preventive health metrics.
- General surgeon Nick Gabriel, DO will begin providing full-time clinic & hospital-based services January 1, 2022.
- The Barragan Family made a generous donation to the Barragan Family Healthcare & Diabetes Center that will be used for medical supplies and training materials.



# Hazel Hawkins

MEMORIAL HOSPITAL  
Mabie Southside / Mabie Northside SNFs  
Board Report – December 2022

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

**Management Activities:**

1. There is a continued effort to promote patient psycho-social skill needs following the CDPH guidelines. Residents continue to enjoy visitations from their loved ones. SNF continues to face the challenges of COVID-19 outbreaks among residents, most likely caused by A-symptomatic positive visitors.

**1. Census Statistics: November 2022**

<b>Southside</b>	2022	<b>Northside</b>	2022
Total Number of Admissions	4	Total Number of Admissions	7
Number of Transfers from HHH	4	Number of Transfers from HHH	6
Number of Transfers to HHH	4	Number of Transfers to HHH	1
Number of Deaths	2	Number of Deaths	1
Number of Discharges	9	Number of Discharges	3
Total Discharges	11	Total Discharges	4
<b>Total Census Days</b>	<b>1334</b>	<b>Total Census Days</b>	<b>1324</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.

**2. Total Admissions: November 2022**

<b>Southside</b>	<b>From</b>	<b>Payor</b>	<b>Northside</b>	<b>From</b>	<b>Payor</b>
1	HHMH	Medicare	5	HHH	Medicare
1	HHMH	CareMore	1	Home	Private
1 Re-admit Obs.	HHMH	Medi-Cal	1/Re-Admit	HHH	Medical
1 Re-admit Obs.	HHMH	Medicare			

**3. Total Discharges by Payor: November 2022**

	<b>Southside</b>	2022	<b>Northside</b>	2022
Medicare		5	Medicare	3
Medicare MC		3	Medicare MC	0
Medical		2	Medical	1
Medi-Cal MC		0	Medi-Cal MC	0
Private (self-pay)		1	Private (self-pay)	0
Commercial		0	Commercial	0
<b>Total</b>		<b>11</b>	<b>Total</b>	<b>4</b>

**4. Total Patient Days by Payor: November 2022**

	<b>Southside</b>	2022	<b>Northside</b>	2022
Medicare		127	Medicare	143
Medicare MC		41	Medicare MC	0
Medical		1156	Medical	1037
Medi-Cal MC		0	Medi-Cal MC	0
Private (self-pay)		10	Private (self-pay)	81
Commercial		0	Commercial	0
Bed Hold / LOA		4	Bed Hold / LOA	3
<b>Total</b>		<b>1338</b>	<b>Total</b>	<b>1324</b>
<b>Average Daily Census</b>		<b>44.60</b>	<b>Average Daily Census</b>	<b>44.13</b>

**5. Palliative Care Referral Sources: October 2022**

New Referrals	14
Acute Referrals	10
Southside Referrals	2
Northside Referrals	2
Patients Served	36
Patients Discharged	3
Patients Deceased	6
Grief Support	22
<b>Total Patient Visits</b>	<b>9</b>



# Hazel Hawkins

MEMORIAL HOSPITAL

To: San Benito Health Care District Board of Directors

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

Date: NOVEMBER 2022

## HOME HEALTH STATS

	AUGUST 2022	SEPT. 2022	OCT. 2022	NOV. 2022
Total Admissions	33	43	47	42
Total Home Visits	523	553	511	513
Census / Total Patients	63	77	70	60

## REFERRAL SOURCES

	AUGUST 2022	SEPT. 2022	OCT. 2022	NOV. 2022
Hazel Hawkins	26%	53%	47%	61%
Other Hospitals	13%	19%	7%	14%
Southside SNF	13%	7%	2%	7%
Northside SNF	3%	5%	17%	2%
Other SNFs	6%	2%	2%	2%
M.D. / Clinics	39%	14%	24%	14%

## PAYOR REFERRAL SOURCE

	AUGUST 2022	SEPT. 2022	OCT. 2022	NOV. 2022
Medicare	62%	68%	69%	71%
Private	0%	9%	7%	5%
Medicare Managed	32%	16%	20%	19%
Medical	3%	7%	2%	5%
Workers Comp	3%	0%	2%	0%

## \*PAYOR SOURCE OF VISITS MADE

	AUGUST 2022	SEPT. 2022	OCT. 2022	NOV. 2022
Medicare	78%	75%	72%	74%
Medi-Cal	4%	2%	2%	0.5%
Private	3%	3%	9%	5%
Managed Medicare	12%	19%	15%	20%
Workers Comp	3%	1%	2%	0.5%



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

The Hazel Hawkins Hospital Foundation Board of Trustees met on December 8 at the Grillin & Chillin Alehouse for the Foundation Annual Meeting. The following new Board Members will start on January 1, 2023 for a three year term: 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.

**Financial Report for November**

1. Income	\$ 105,785.80
2. Expenses	\$ 45,540.57
3. New Donors	4
4. Total Donations	115

**Approved Allocations**

1. \$75,000 – Grant from Sunlight Giving Foundation for HHMH General Fund
2. Foundation Holiday Lunch paid for by the Estate of Lanetta Bishop and the lunch was dedicated to Lanetta’s memory by her family.

**Directors Report**

- Lanetta Bishop’s son Peter brought by a check to the Foundation office that Lanetta left the Foundation in her will. He said she loved the work she did here at the Hospital and wanted to have the Foundation Holiday Lunch paid by this donation in Honor of his Mom.
- Met with Kyle Sharpe from Edward Jones. Traditionally we meet with him in March but he will be at our January Board Meeting to go over our accounts. We have cash value in some accounts and want to review our options.
- Our marketing department is revamping the hospital website and our site is included in the project and it launched this week. It looks really nice, please look it over and provide feedback.
- Received our Audit and Lynda, Mark and I are reviewing it. It will be presented at the January Finance Meeting. Have started working on our taxes.
- Starting in January, Zoom will no longer be offered for the Board Meetings. The Hospital Board and Auxiliary are now all in person too.
- Wanted to thank all of you for a great year. We have donated over \$500,000 this past fiscal year to the Hospital. Last fiscal year we did \$264,000. Thank you all for your dedication to the Foundation. I enjoy working with all of you so much.
- Please see attached flier with the Foundation’s list of allocations for 2022.

The Foundation thanks you for all your support in 2022.  
Wishing you a very Safe Holiday & Happy New Year.

## 2022 Year at a Glance Foundation Funded Projects & Grants

- \$122,332 New Autoclave/Sterilizers for the Sterile Processing Department
- \$45,735 for a Coagulation Analyzer for the Laboratory Department
- \$21,000 for Blanket Warmers for the ED & Med/Surg Departments
- \$35,000 for three hi-low beds for the Skilled Nursing Facilities
- \$30,100 for Neonatal Monitors and Three Docking Stations for the Women's Center
- Landscaping around flagpole area in front of Hospital from funds dedicated to Gerald McCullough's Memory and additional Landscaping around Emergency Room area in front of Hospital
- Antimicrobial Vinyl Chairs for Patient Rooms & Lobby in the Ortho Clinic, Physical Therapy Department & Sunset Clinic
- \$60,000 to HHMH for Palliative Care Program from funds received from the Hospice Giving Foundation.
- 10 Multi-Sized Blood Pressure Cuffs for Home Health
- \$75,000 - Grant from Sunlight Giving for general support
- Electrolarynx Device for Patient Communication
- Funds for Baby Friendly Certification
- \$12,500 for Scholarship Funding



## MARKETING

- New website now live
- Marketing materials for Dr. Robert MacArthur, Orthopedic Surgeon, introduction
- Social Media Posts

	<b>It's National Influenza Week! BE A FLU FIGHTER...Get your flu shot today!</b> Tue, Dec 6	Post reach: <b>424</b>	Engagement: <b>13</b>
	<b>We have more than just medical talent here at HHMH...we have some really wonderful decorators!</b> Thank you to Lissa, our Volunteer Coordinator, and Ling Ling, a volunteer, for the beautiful job you did decorating our tree. Also, a shout-out to Kevin, one of our engineers who helped assemble th... Fri, Dec 2	Post reach: <b>806</b>	Engagement: <b>124</b>
	<b>Many thanks to the Boy Scouts for bringing a little ray of sunshine to brighten up a rainy day!</b> They donated 40 cases of gourmet popcorn to our staff as part of their "Give Back to the Community" campaign. Our employees loved it! Thu, Dec 1	Post reach: <b>1061</b>	Engagement: <b>302</b>
	<b>Celebrating the Culture of Safety</b> Did you know our leaders meet daily to discuss patient safety? They huddle every morning to discuss patient census & staffing, share any events or concerns from the past 24 hours and any anticipated needs for the day. Patient safety is our #1 priority. Wed, Nov 30	Post reach: <b>669</b>	Engagement: <b>258</b>
	<b>HHMH Laboratory now offers Mobile Phlebotomy and Sample Collection Services.</b> Blood work and sample collection in the comfort and convenience of your own home. Tue, Nov 22	Post reach: <b>4869</b>	Engagement: <b>424</b>
	<b>We are pleased to recognize Barbara Barrett, Respiratory Therapist, as our Clinical Employee of the Month.</b> Barbara has been a dedicated employee for 16 years. She demonstrates excellent communication and problem-solving skills. She identifies critical situations and jumps in without... Fri, Nov 18	Post reach: <b>1019</b>	Engagement: <b>276</b>
	<b>We are pleased to recognize Gisela Gonzales, Benefits Specialist, as our Employee of the Month.</b> Gisela demonstrates excellent communication and problem-solving skills. She graciously completes the very difficult work of a Benefits Specialist and takes on the most challenging tasks within the... Mon, Nov 14	Post reach: <b>1366</b>	Engagement: <b>685</b>
	<b>Today we honor all Veterans past and present who have heroically served our Country.</b> We are especially proud to honor our HHMH employees that have served in the United States Armed Forces. Thank you for your service! Fri, Nov 11	Post reach: <b>324</b>	Engagement: <b>24</b>

## COMMUNITY ENGAGEMENT

### Employees:

- Facilitated popcorn donation from the Boy Scouts to HHMH employees. A donation of 44 cases of gourmet popcorn was distributed to employees.
- Hosting an Ugly Sweater contest on December 16.
- Hazel's Headlines
- Assisting with coordination of Town Hall meetings

### Public:

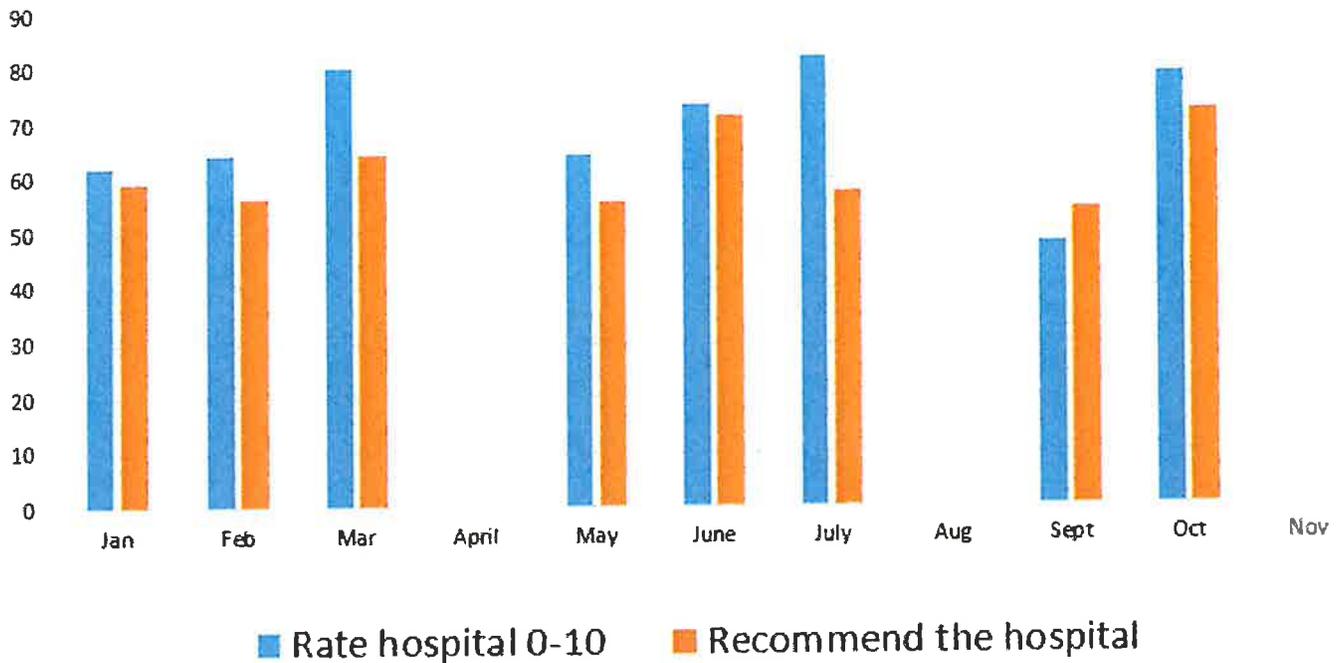
- Working with Armanasco on communication pieces for Financial Emergency
- Financial Emergency communication with local media and social media
- Fielding media requests for interviews

## COST SAVING MEASURES

- Working with departments to produce & print forms in-house



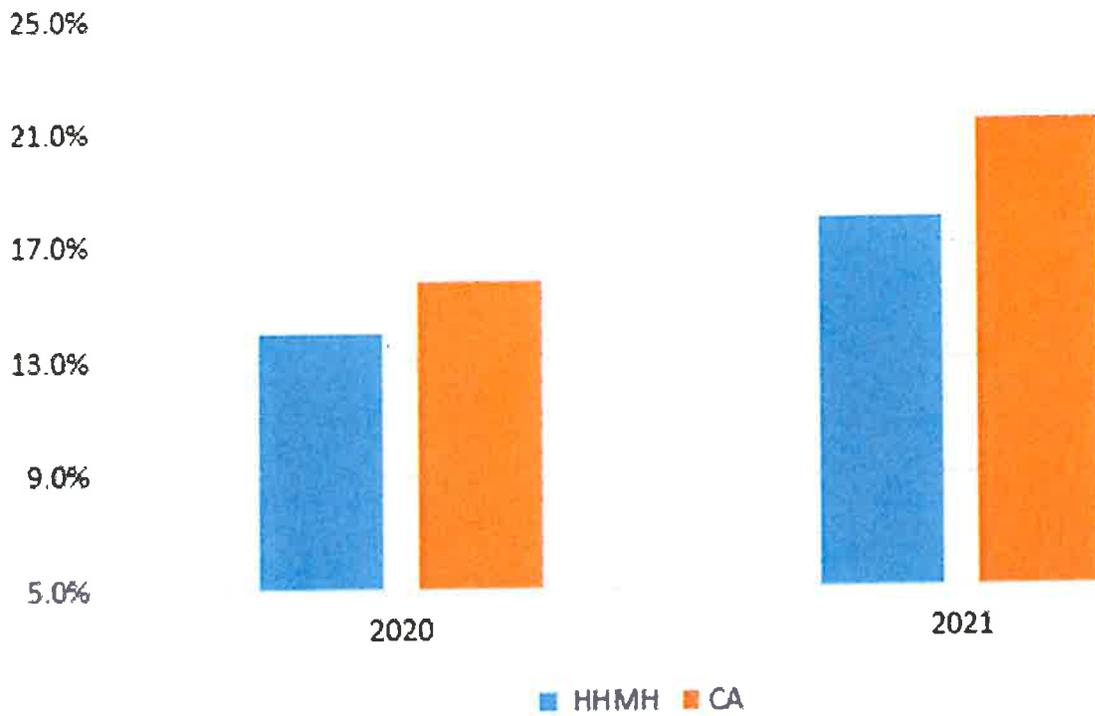
## Patient Experience



	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov
Rate hospital 0-10	62.29	64.67	80.61	<i>n ≤ 10</i>	64.67	73.68	82.21	<i>n ≤ 10</i>	48	78.95	<i>n ≤ 10</i>
Recommend the hospital	59.46	56.5	64.68	<i>n ≤ 10</i>	55.88	71.5	57.61	<i>n ≤ 10</i>	54.17	72.22	<i>n ≤ 10</i>
n = Rate hospital 0-10	28	18	23	3	33	37	19	1	25	19	5
n = Recommend the hospital	27	20	22	3	32	36	18	1	24	18	4



## Patient Readmissions – 30 Day All Cause





December 15, 2022

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

For the month ending November 30, 2022, the District's Net Surplus (Loss) is (\$991,282) compared to a budgeted Surplus (Loss) of \$547,318. The District is under budget for the month by \$1,538,600.

YTD as of November 30, 2022, the District's Net Surplus (Loss) is (\$1,407,312) compared to a budgeted Surplus (Loss) of \$2,540,159. The District is under budget YTD by \$3,947,471.

Acute discharges were 166 for the month, under budget by 44 discharges or 21%. The ADC was 17.40 compared to a budget of 21.83. The ALOS was 3.14. The acute I/P gross revenue was under budget by **\$2.1 million** while O/P services gross revenue was **\$2.48** or 12% over budget. ER I/P visits were 146 and ER O/P visits were over budget by 525 visits or 31%. The RHCs & Specialty Clinics treated 4,130 (includes 688 visits at the Diabetes Clinic) and 2,993 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. The District "as filed" cost report for FYE 06/30/2022 shows Noridian's number should be reduced by **\$994,500**.

The District Board Resolution No. 2022-21 which declared a fiscal emergency and vested authority to file a Chapter 9 petition to an authorized representative is scheduled to expire on December 31, 2022.

**Other Operating** revenue exceeded budget by **\$421,486** due mainly to the District recognizing \$407,030 in funding from the American Rescue Plan ARP.

**Operating Expenses** were over budget by **\$360,582** due mainly to variances in: Salary and Wages being under budget by \$319,223 and offset Registry of \$229,646 in addition Employee Benefits over budget by \$126,854 and Purchases Service by \$174,578 due to Cardinal requiring advance payment.

**Non-operating Revenue** was \$14,470 over budget due mainly to an increase in donations..

The SNFs ADC was **88.50** for the month. The Net Surplus (Loss) is **\$47,070** compared to a budget of \$66,663. YTD, the SNFs are exceeding their budget by \$256,079. The ADC is budgeted to be 88 residents each month for the year.

The District is working through various plans in order to avoid filing for Chapter 9.

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HAZEL HAWKINS MEMORIAL HOSPITAL - COMBINED  
 HOLLISTER, CA 95023  
 FOR PERIOD 11/30/22

	CURRENT MONTH					YEAR-TO-DATE				
	ACTUAL 11/30/22	BUDGET 11/30/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 11/30/21	ACTUAL 11/30/22	BUDGET 11/30/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 11/30/21
GROSS PATIENT REVENUE:										
ACUTE ROUTINE REVENUE	3,964,936	4,477,966	(513,030)	(12)	4,353,976	21,125,316	21,624,141	(498,825)	(2)	19,667,458
SNF ROUTINE REVENUE	1,998,750	1,980,000	18,750	1	1,505,160	10,153,850	10,097,997	55,853	1	8,134,560
ANCILLARY INPATIENT REVENUE	4,317,015	5,679,582	(1,362,567)	(24)	4,609,445	25,175,585	27,502,075	(2,326,490)	(9)	25,330,863
HOSPITALIST\PEDS I\P REVENUE	167,744	226,642	(58,898)	(26)	200,591	925,435	1,094,456	(169,021)	(15)	1,014,011
TOTAL GROSS INPATIENT REVENUE	10,448,445	12,364,190	(1,915,745)	(16)	10,669,171	57,380,186	60,318,669	(2,938,483)	(5)	54,146,892
ANCILLARY OUTPATIENT REVENUE	23,173,181	20,702,677	2,470,504	12	19,274,621	112,164,310	104,706,401	7,457,909	7	102,069,733
HOSPITALIST\PEDS O\P REVENUE	68,594	58,387	10,197	18	65,413	310,735	295,295	15,440	5	282,490
TOTAL GROSS OUTPATIENT REVENUE	23,241,765	20,761,064	2,480,701	12	19,340,035	112,475,044	105,001,696	7,473,348	7	102,352,223
TOTAL GROSS PATIENT REVENUE	33,690,210	33,125,254	564,956	2	30,009,206	169,855,231	165,320,365	4,534,866	3	156,499,114
DEDUCTIONS FROM REVENUE:										
MEDICARE CONTRACTUAL ALLOWANCES	10,755,806	8,082,094	2,673,712	33	7,983,342	49,907,876	40,283,499	9,624,377	24	38,303,397
MEDI-CAL CONTRACTUAL ALLOWANCES	8,317,257	7,317,728	999,529	5	6,364,839	41,549,795	39,502,516	2,047,279	5	38,966,327
BAD DEBT EXPENSE	299,055	318,824	(19,769)	(6)	292,840	1,728,181	1,589,002	139,179	8	1,623,550
CHARITY CARE	39,203	72,741	(33,538)	(46)	86,448	174,821	367,535	(187,714)	(52)	371,366
OTHER CONTRACTUALS AND ADJUSTMENTS	2,999,235	3,914,879	(915,644)	(23)	3,928,477	17,957,720	19,551,911	(1,594,191)	(8)	19,479,184
HOSPITALIST\PEDS CONTRACTUAL ALLOW	5,914	8,715	(2,801)	(32)	2,148	51,886	43,445	8,441	19	54,261
TOTAL DEDUCTIONS FROM REVENUE	22,416,469	20,314,981	2,101,488	10	18,658,094	111,370,278	101,332,908	10,037,370	10	98,818,085
NET PATIENT REVENUE	11,273,741	12,810,273	(1,536,533)	(12)	11,351,113	58,484,953	63,987,457	(5,502,504)	(9)	57,681,029
OTHER OPERATING REVENUE	1,010,450	588,964	421,486	72	519,730	4,697,112	2,839,820	1,857,292	65	2,705,760
NET OPERATING REVENUE	12,284,190	13,399,237	(1,115,047)	(8)	11,870,843	63,182,064	66,827,277	(3,645,213)	(6)	60,386,790
OPERATING EXPENSES:										
SALARIES & WAGES	4,849,101	5,190,841	(341,740)	(7)	4,713,868	24,596,810	25,976,975	(1,378,165)	(5)	23,719,085
REGISTRY	547,656	310,000	237,656	77	500,635	2,964,784	1,550,000	1,414,784	91	1,897,716
EMPLOYEE BENEFITS	2,981,475	2,763,907	217,568	8	2,155,707	13,528,180	13,839,431	(311,251)	(2)	12,482,512
PROFESSIONAL FEES	1,639,751	1,598,425	41,326	3	1,383,434	7,850,172	8,151,968	(301,796)	(4)	7,107,650
SUPPLIES	1,309,747	1,328,032	(18,285)	(1)	1,167,501	6,272,661	6,250,249	22,412	0	5,654,845
PURCHASED SERVICES	1,283,144	1,073,837	209,307	20	978,937	6,228,394	5,476,567	751,827	14	4,985,307
RENTAL	191,544	150,161	41,383	28	150,796	792,208	750,886	41,322	6	758,426
DEPRECIATION & AMORT	328,045	327,001	1,044	0	301,090	1,609,489	1,635,003	(25,514)	(2)	1,566,888
INTEREST	3,221	3,750	(529)	(14)	2,922	23,860	18,750	5,110	27	6,854
OTHER	422,143	369,880	52,263	14	352,230	2,195,306	1,956,864	238,442	12	1,725,376
TOTAL EXPENSES	13,555,818	13,115,834	439,984	3	11,707,120	66,063,863	65,606,693	457,170	1	59,904,558
NET OPERATING INCOME (LOSS)	(1,271,628)	283,403	(1,555,031)	(549)	163,722	(2,881,798)	1,220,584	(4,102,382)	(336)	482,231

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HAZEL HAWKINS MEMORIAL HOSPITAL - COMBINED  
 HOLLISTER, CA 95023  
 FOR PERIOD 11/30/22

	CURRENT MONTH					YEAR-TO-DATE				
	ACTUAL 11/30/22	BUDGET 11/30/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 11/30/21	ACTUAL 11/30/22	BUDGET 11/30/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 11/30/21
NON-OPERATING REVENUE\EXPENSE:										
DONATIONS	14,282	5,000	9,282	186	934	156,073	25,000	131,073	524	19,143
PROPERTY TAX REVENUE	195,915	194,511	1,404	1	185,249	979,575	972,555	7,020	1	926,245
GO BOND PROP TAXES	164,964	164,964	0	0	160,091	824,821	824,820	1	0	800,453
GO BOND INT REVENUE\EXPENSE	(72,048)	(72,048)	1	0	(75,091)	(360,238)	(360,240)	3	0	(375,453)
OTHER NON-OPER REVENUE	14,836	7,866	6,970	89	7,875	64,041	39,330	24,711	63	39,376
OTHER NON-OPER EXPENSE	(37,604)	(36,378)	(1,226)	3	(42,627)	(190,480)	(181,890)	(8,590)	5	(222,448)
INVESTMENT INCOME	0	0	0	0	0	695	0	695		263
COLLABORATION CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0
TOTAL NON-OPERATING REVENUE/(EXPENSE)	280,346	263,915	16,431	6	236,431	1,474,486	1,319,575	154,911	12	1,187,579
NET SURPLUS (LOSS)	(991,282)	547,318	(1,538,600)	(281)	400,153	(1,407,312)	2,540,159	(3,947,471)	(155)	1,669,811
EBIDA	\$ (718,550)	\$ 817,781	\$ (1,536,331)	(187.86)%	\$ 658,870	\$ (71,926)	\$ 3,892,472	\$ (3,964,398)	(101.84)%	\$ 3,034,147
EBIDA MARGIN	(5.85)%	6.10%	(11.95)%	(195.83)%	5.55%	(0.11)%	5.82%	(5.94)%	(101.95)%	5.02%
OPERATING MARGIN	(10.35)%	2.12%	(12.47)%	(589.41)%	1.38%	(4.56)%	1.83%	(6.39)%	(349.71)%	0.80%
NET SURPLUS (LOSS) MARGIN	(8.07)%	4.08%	(12.15)%	(297.55)%	3.37%	(2.23)%	3.80%	(6.03)%	(158.59)%	2.77%

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HAZEL HAWKINS MEMORIAL HOSPITAL - ACUTE FACILITY  
 HOLLISTER, CA 95023  
 FOR PERIOD 11/30/22

	CURRENT MONTH					YEAR-TO-DATE				
	ACTUAL 11/30/22	BUDGET 11/30/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 11/30/21	ACTUAL 11/30/22	BUDGET 11/30/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 11/30/21
GROSS PATIENT REVENUE:										
ROUTINE REVENUE	3,964,936	4,477,966	(513,030)	(12)	4,353,976	21,125,316	21,624,141	(498,825)	(2)	19,667,458
ANCILLARY INPATIENT REVENUE	3,916,847	5,446,940	(1,530,093)	(28)	4,434,586	23,146,855	26,315,597	(3,168,742)	(12)	24,161,068
HOSPITALIST I/P REVENUE	167,744	226,642	(58,898)	(26)	200,591	925,435	1,094,456	(169,021)	(15)	1,014,011
TOTAL GROSS INPATIENT REVENUE	6,049,527	10,151,548	(2,102,021)	(21)	8,989,153	45,197,606	49,034,194	(3,836,588)	(8)	44,843,537
ANCILLARY OUTPATIENT REVENUE	23,173,181	20,702,677	2,470,504	12	19,274,621	112,164,310	104,706,401	7,457,909	7	102,069,733
HOSPITALIST O/P REVENUE	68,584	58,387	10,197	18	65,413	310,735	295,295	15,440	5	282,496
TOTAL GROSS OUTPATIENT REVENUE	23,241,765	20,761,064	2,480,701	12	19,340,035	112,475,044	105,001,696	7,473,348	7	102,352,229
TOTAL GROSS ACUTE PATIENT REVENUE	31,291,292	30,912,612	378,680	1	28,329,188	157,672,651	154,035,890	3,636,761	2	147,195,360
DEDUCTIONS FROM REVENUE ACUTE:										
MEDICARE CONTRACTUAL ALLOWANCES	10,520,215	7,916,162	2,604,053	33	7,956,530	48,585,037	39,437,243	9,147,794	23	37,633,762
MEDI-CAL CONTRACTUAL ALLOWANCES	6,132,028	7,764,204	(1,632,176)	(21)	6,380,349	40,765,528	38,719,542	2,045,986	5	38,883,356
BAD DEBT EXPENSE	268,246	318,824	(50,578)	(16)	279,379	1,689,276	1,589,002	100,274	6	1,549,582
CHARITY CARE	39,203	72,741	(33,538)	(46)	65,003	174,821	362,535	(187,714)	(52)	369,325
OTHER CONTRACTUALS AND ADJUSTMENTS	2,958,727	3,870,627	(911,900)	(24)	3,886,303	17,616,969	19,326,223	(1,709,254)	(9)	19,327,587
HOSPITALIST/PEDS CONTRACTUAL ALLOW	5,914	8,715	(2,801)	(32)	2,148	51,886	43,445	8,441	19	54,261
TOTAL ACUTE DEDUCTIONS FROM REVENUE	21,924,334	19,951,273	1,973,061	10	18,489,712	108,863,417	99,477,990	9,385,427	9	97,818,372
NET ACUTE PATIENT REVENUE	9,366,958	10,961,339	(1,594,381)	(15)	9,839,476	48,809,234	54,557,900	(5,748,666)	(11)	49,376,988
OTHER OPERATING REVENUE	1,010,450	588,964	421,486	72	519,730	4,697,112	2,839,820	1,857,292	65	2,705,760
NET ACUTE OPERATING REVENUE	10,377,408	11,550,303	(1,172,895)	(10)	10,359,206	53,506,346	57,397,720	(3,891,375)	(7)	52,082,749
OPERATING EXPENSES:										
SALARIES & WAGES	3,921,038	4,240,260	(319,223)	(8)	3,836,319	19,916,284	21,128,894	(1,212,710)	(6)	19,278,059
REGISTRY	529,646	300,000	229,646	77	496,377	2,823,184	1,500,000	1,323,184	68	1,837,126
EMPLOYEE BENEFITS	2,318,128	2,191,274	126,854	6	1,684,911	10,707,153	10,916,963	(211,810)	(2)	9,868,582
PROFESSIONAL FEES	1,637,541	1,596,181	41,360	3	1,381,394	7,838,612	8,140,526	(301,914)	(4)	7,096,850
SUPPLIES	1,223,863	1,214,660	9,203	1	1,069,004	5,801,696	5,683,077	118,619	2	5,206,369
PURCHASED SERVICES	1,185,537	1,010,959	174,578	17	914,039	5,688,091	5,155,898	532,193	10	4,676,145
RENTAL	189,931	149,373	40,558	27	149,812	787,138	746,865	40,273	5	750,938
DEPRECIATION & AMORT	288,702	284,998	3,704	1	261,637	1,411,533	1,424,990	(13,457)	(1)	1,367,357
INTEREST	3,221	3,750	(529)	(14)	2,922	23,860	19,750	4,110	27	6,854
OTHER	377,454	323,024	54,430	17	312,065	1,895,736	1,717,940	177,796	10	1,503,695
TOTAL EXPENSES	11,675,061	11,314,479	360,582	3	10,108,478	56,893,289	56,436,003	457,286	1	51,593,975
NET OPERATING INCOME (LOSS):	(1,297,653)	235,824	(1,533,477)	(650)	250,728	(3,386,943)	961,717	(4,348,660)	(452)	(98,774)

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HAZEL HAWKINS MEMORIAL HOSPITAL - ACUTE FACILITY  
 HOLLISTER, CA 95023  
 FOR PERIOD 11/30/22

	-----CURRENT MONTH-----					-----YEAR-TO-DATE-----				
	ACTUAL 11/30/22	BUDGET 11/30/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 11/30/21	ACTUAL 11/30/22	BUDGET 11/30/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 11/30/21
NON-OPERATING REVENUE\EXPENSE:										
DONATIONS	14,282	5,000	9,282	186	934	156,073	25,000	131,073	524	19,143
PROPERTY TAX REVENUE	166,528	167,085	(557)	0	159,183	832,640	835,425	(2,785)	0	795,915
GO BOND PROP TAXES	164,964	164,964	0	0	160,091	824,821	824,820	1	0	800,453
GO BOND INT REVENUE\EXPENSE	(72,048)	(72,048)	1	0	(75,091)	(360,238)	(360,240)	3	0	(375,453)
OTHER NON-OPER REVENUE	14,836	7,666	6,970	89	7,875	64,041	39,330	24,711	63	39,376
OTHER NON-OPER EXPENSE	(29,261)	(28,035)	(1,226)	4	(33,289)	(148,767)	(140,175)	(8,592)	6	(173,682)
INVESTMENT INCOME	0	0	0	0	0	695	0	695		263
COLLABORATION CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0
TOTAL NON-OPERATING REVENUE/(EXPENSE)	259,302	244,832	14,470	6	219,703	1,369,265	1,224,160	145,105	12	1,106,015
NET SURPLUS (LOSS)	(1,038,351)	480,656	(1,519,007)	(316)	470,431	(2,017,678)	2,185,877	(4,203,555)	(192)	1,594,789

FS

HAZEL HAWKINS SKILLED NURSING FACILITIES  
 HOLLISTER, CA  
 FOR PERIOD 11/30/22

	CURRENT MONTH					YEAR-TO-DATE				
	ACTUAL 11/30/22	BUDGET 11/30/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 11/30/21	ACTUAL 11/30/22	BUDGET 11/30/22	POS/NEG VARIANCE	PERCENT VARIANCE	PRIOR YR 11/30/21
GROSS SNF PATIENT REVENUE:										
ROUTINE SNF REVENUE	1,998,750	1,980,000	18,750	1	1,505,160	10,153,850	10,097,997	55,853	1	8,134,560
ANCILLARY SNF REVENUE	400,168	232,642	167,526	72	174,858	2,028,730	1,166,478	842,252	71	1,169,195
TOTAL GROSS SNF PATIENT REVENUE	2,398,918	2,212,642	186,276	8	1,680,018	12,182,580	11,264,475	898,105	8	9,303,755
DEDUCTIONS FROM REVENUE SNF:										
MEDICARE CONTRACTUAL ALLOWANCES	235,591	165,932	69,659	42	225,813	2,522,839	846,256	476,583	56	669,636
MEDI-CAL CONTRACTUAL ALLOWANCES	185,228	153,524	31,704	21	(13,510)	804,266	782,974	21,292	3	102,471
BAD DEBT EXPENSE	30,809	0	30,809	100	13,461	38,905	0	38,905	0	73,968
CHARITY CARE	0	0	0	0	1,445	0	0	0	0	2,041
OTHER CONTRACTUALS AND ADJUSTMENTS	40,508	44,252	(3,745)	(8)	42,173	340,852	225,688	115,164	51	151,597
TOTAL SNF DEDUCTIONS FROM REVENUE	492,136	363,708	128,428	35	168,382	2,506,862	1,854,918	651,943	35	999,713
NET SNF PATIENT REVENUE	1,906,783	1,848,934	57,849	3	1,511,637	9,675,719	9,429,557	246,162	3	8,304,041
OTHER OPERATING REVENUE	0	0	0	0	0	0	0	0	0	0
NET SNF OPERATING REVENUE	1,906,783	1,848,934	57,849	3	1,511,637	9,675,719	9,429,557	246,162	3	8,304,041
OPERATING EXPENSES:										
SALARIES & WAGES	928,064	950,581	(22,518)	(2)	877,549	4,682,526	4,847,981	(165,455)	(3)	4,441,026
REGISTRY	18,000	10,000	8,000	80	4,258	141,600	50,000	91,600	183	60,589
EMPLOYEE BENEFITS	663,346	572,633	90,713	16	470,796	2,321,027	2,920,466	(599,441)	(3)	2,613,931
PROFESSIONAL FEES	2,210	2,244	(34)	(2)	2,040	11,560	11,442	118	1	10,200
SUPPLIES	85,884	113,372	(27,488)	(24)	98,498	470,965	567,172	(96,207)	(17)	448,476
PURCHASED SERVICES	97,607	62,678	34,929	55	64,898	540,303	320,669	219,634	69	307,161
RENTAL	1,614	787	827	105	985	5,070	4,016	1,054	26	7,488
DEPRECIATION	38,343	42,003	(2,660)	(6)	39,453	197,956	210,013	(12,057)	(6)	199,532
INTEREST	0	0	0	0	0	0	0	0	0	0
OTHER	44,669	46,856	(2,187)	(5)	40,165	299,568	238,924	60,644	25	222,181
TOTAL EXPENSES	1,880,757	1,801,354	79,403	4	1,598,642	9,270,574	9,170,685	99,889	1	8,310,584
NET OPERATING INCOME (LOSS)	26,025	47,580	(21,555)	(45)	(187,005)	505,145	258,872	246,273	95	(6,543)
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	20,066	146,935	137,130	9,805	7	130,330
OTHER NON-OPER EXPENSE	(8,343)	(8,343)	0	0	(9,338)	(41,713)	(41,715)	2	0	(48,766)
TOTAL NON-OPERATING REVENUE/(EXPENSE)	21,044	19,083	1,961	10	10,728	105,222	95,415	9,807	10	81,564
NET SURPLUS (LOSS)	47,070	66,663	(19,593)	(29)	(76,277)	610,366	354,287	256,079	72	75,022

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Description	Target	MTD Actual	YTD Actual	YTD Target
Average Daily Census - Acute	21.83	17.40	18.31	20.68
Average Daily Census - SNF	88.00	88.50	88.31	88.00
Acute Length of Stay	3.12	3.14	2.80	3.29
<u>ER Visits:</u>				
Inpatient	164	146.00	798	745
Outpatient	1,723	2,248	9,766	9,472
Total	1,887	2,394	10,564	10,217
Days In Accounts Receivable	45.0	44.4	44.4	45.0
Productive Full-Time Equivalents	529.11	536.55	529.91	529.11
Net Patient Revenue	12,810,273	11,273,741	58,484,953	63,987,457
Payment-to-Charge Ratio	38.9%	33.5%	34.4%	38.9%
Medicare Traditional Payor Mix	30.14%	30.39%	30.73%	30.06%
Commercial Payor Mix	24.36%	20.23%	21.33%	24.36%
Bad Debt % of Gross Revenue	0.96%	0.89%	1.02%	0.96%
EBIDA	817,781	-718,550	-71,926	3,892,472
EBIDA %	6.10%	-5.85%	-0.11%	5.82%
Operating Margin	2.12%	-10.35%	-4.56%	1.83%
SALARIES, WAGES, REGISTRY & BENEFITS %:				
by Net Operating Revenue	61.68%	68.20%	65.04%	61.90%
by Total Operating Expense	63.01%	61.81%	62.28%	63.05%
<u>Bond Covenants:</u>				
Debt Service Ratio	1.25	-0.09	-0.09	1.25
Current Ratio	1.50	1.39	1.39	1.50
Days Cash on hand	30.00	12.0	12.0	30.00
Met or Exceeded Target				
Within 10% of Target				
Not Within 10%				

**Statement of Cash Flows**

**Hazel Hawkins Memorial Hospital**

**Hollister, CA**

**Five months ending November 30, 2022**

	CASH FLOW		COMMENTS
	Current Month 11/30/2022	Current Year-To-Date 11/30/2022	
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Net Income (Loss)	(\$991,282)	(\$1,407,312)	
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:			
Depreciation	342,645	1,681,186	
(Increase)/Decrease in Net Patient Accounts Receivable	598,314	(576,012)	
(Increase)/Decrease in Other Receivables	(1,259,058)	(5,990,066)	
(Increase)/Decrease in Inventories	116,593	157,265	
(Increase)/Decrease in Pre-Paid Expenses	(133,334)	(961,143)	
(Increase)/Decrease in Due From Third Parties	0	0	
Increase/(Decrease) in Accounts Payable	375,801	367,106	
Increase/(Decrease) in Notes and Loans Payable	0	0	
Increase/(Decrease) in Accrued Payroll and Benefits	1,210,719	1,053,182	
Increase/(Decrease) in Accrued Expenses	(71,858)	(57,356)	
Increase/(Decrease) in Patient Refunds Payable	3,450	(6,488)	
Increase/(Decrease) in Third Party Advances/Liabilities	(639,525)	(2,963,292)	
Increase/(Decrease) in Other Current Liabilities	55,722	553,125	Semi-Annual Interest - 2021 Insured Revenue Bonds
<b>Net Cash Provided by Operating Activities:</b>	<b>599,489</b>	<b>(6,742,493)</b>	
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Purchase of Property, Plant and Equipment	(302,408)	(1,955,466)	
(Increase)/Decrease in Limited Use Cash and Investments	0	0	
(Increase)/Decrease in Other Limited Use Assets	(251,277)	(1,253,124)	Bond Principal & Int Payment - 2014 & 2021 Bonds
(Increase)/Decrease in Other Assets	6,223	31,115	Amortization
<b>Net Cash Used by Investing Activities</b>	<b>(547,462)</b>	<b>(3,177,475)</b>	
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>			
Increase/(Decrease) in Bond/Mortgage Debt	(6,557)	(30,562)	Refinancing of 2013 Bonds with 2021 Bonds
Increase/(Decrease) in Capital Lease Debt	(28,520)	(142,330)	
Increase/(Decrease) in Other Long Term Liabilities	0	0	
<b>Net Cash Used for Financing Activities</b>	<b>(35,077)</b>	<b>(172,892)</b>	
<b>(INCREASE)/DECREASE IN RESTRICTED ASSETS</b>	<b>0</b>	<b>15,000</b>	
<b>Net Increase/(Decrease) in Cash</b>	<b>(974,352)</b>	<b>(11,485,172)</b>	
Cash, Beginning of Period	6,024,982	16,535,802	
<b>Cash, End of Period</b>	<b>\$5,050,630</b>	<b>\$5,050,630</b>	\$0

Cost per day to run the District

\$421,270

Operational Days Cash on Hand

11.99

①



**Board of Directors Contract Review Worksheet**

Professional Services Agreement with **Margaret V. Cooper Vaughn, M.D.**

**Executive Summary:** In consultation with members of medical staff, hospital executive management has identified the recruitment of an Obstetrician/Gynecologist (OB/Gyn) as a top priority for the hospital's service area. With only one (1) full-time clinic-based OB/Gyn physician, the addition of a part-time physician will improve access to patients seeking vital women's health services.

The recommended physician, Margaret V. Cooper Vaughn, MD, will provide part-time clinic and emergency call coverage up to 8 shifts per month in the District's *Mabie 4<sup>th</sup> Street* and *Multi-Specialty clinics*.

**Recommended Board Motion:** It is recommended the hospital Board approve a Professional Services Agreement with Dr. Cooper Vaughn for a term of 2 years.

**Services Provided:** Part-time OB/Gyn clinic & emergency call coverage up to 8 shifts per month for 10 months per year.

**Agreement Terms:**

Contract Term	Effective Date	FMV %ile	Base Monthly Cost	Estimated Annual Cost	Term clause
2 years	1/1/2023	90th	\$30,400	\$329,000	60 days

**Contract Rate:** \$2,000 per 10-hour clinic shift and \$1,800 per 24-hour emergency call shift. \$25,000 recruitment incentive structured as a forgivable loan over 2 years of service to the District.

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made, entered into and effective as of **January 1, 2023** ("Effective Date"), by and between **San Benito Health Care District**, a local health care district organized and operated pursuant to Division 23 of the California Health and Safety Code ("SBHCD"), and **Margaret V. Cooper Vaughn, M.D.** ("Physician").

### RECITALS

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

The parties hereby agree as follows:

### 1. DUTIES AND OBLIGATIONS OF PHYSICIAN

- 1.1 Medical Services. Physician shall ("Physician"), provide professional health care services in Physician's medical specialty to patients at Clinic and Hospital, as more fully described in Exhibit A, which is attached to this Agreement and incorporated by this reference ("Services"). Professional health care services include Medicare services, Medi-Cal services, services pursuant to any other federal health care program or a state health care financial program ("Governmental Programs"), workers' compensation services, and charity care. Physician shall cooperate to enable Clinic's and Hospital's participation in Medicare, Medi-Cal, Governmental Programs, workers' compensation services and commercial payor programs. Physician shall provide Services to all patients, including Medicare, Medi-Cal, Governmental Program, and workers' compensation beneficiaries, in a non-discriminatory manner and in accordance with all applicable laws and SBHCD policies and procedures, as developed and implemented in collaboration with physician leadership of Hospital and Clinic.
- 1.2 Qualifications.
  - 1.2.1 Qualifications of Physician. Physician: (i) shall be duly licensed to practice medicine by the State of California; and (ii) is in good standing and fully qualified to do business in the State of California; (iii) be qualified to perform the services required under this Agreement by having levels of competence, experience; (iv) have skill comparable to those prevailing in the community; (v) not be excluded from participation in any governmental healthcare program; (vi) be approved for and maintain active membership

and/or clinical privileges on the Hospital's medical staff in accordance with medical staff bylaws, rules and regulations, and other medical staff governing directives; (vii) be certified as a participating physician in the Medicare, Medi-Cal programs; and (viii) hold an unrestricted Drug Enforcement Administration ("DEA") registration number.

- 1.3 Compliance. In connection with the operation and conduct of the Clinic and Hospital and rendition of Services, Physician shall, at all times, comply with the applicable terms of this Agreement and with all applicable federal, state and local laws, rules and regulations, including requirements for participation in the Medicare and Medi-Cal programs, the Hospital medical staff bylaws, rules and regulations, and applicable policies and procedures, and will at all times be aware of and participate in meeting the SBHCD Corporate Compliance program goals and objectives.
- 1.4 Credentialing. In order to be efficiently credentialed with payors contracted with SBHCD, Physician shall participate in the Council for Affordable Quality Healthcare ("CAQH") credentialing program and shall timely comply with requests from CAQH or SBHCD personnel for (i) credentialing information regarding Physician, and (ii) documents necessary for the credentialing of Physician.
- 1.5 Use of Premises. No part of the SBHCD premises shall be used at any time by Physician as an office for the general or private practice of medicine.
- 1.6 Medical Records/Chart Notes. Physician shall provide appropriate and necessary documentation for each patient's medical record for all patient encounters in the Clinic and Hospital in compliance with the hospital's and clinics' policies and procedures. All consults, operative reports and procedure notes shall be completed within 24 hours of each encounter. Physician will render appropriate reports for patients' records within 30 days or sooner as required by the Centers for Medicare and Medicaid Services Conditions of Participation.
- 1.7 Coding. Physician shall properly code all professional services rendered to patients. Physician's coding shall be used for purposes of billing for Services provided by Physician. All such coding shall be subject to review and audit by an independent auditing company mutually agreed upon by the parties.
- 1.8 Hospital Call Coverage. Physician shall be available to take hospital emergency department and unassigned patient call on a rotational basis, as determined in accordance with the standards set forth in Exhibit A without additional compensation or stipend except as indicated in Exhibit A of this Agreement.

## 2. DUTIES AND OBLIGATIONS OF SBHCD

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

- 2.4 Access to Records. Physician shall have access to the SBHCD patient medical and business records for quality of care and compliance purposes.

### 3. BILLING AND ASSIGNMENT OF REVENUE

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

### 4. COMPENSATION FOR SERVICES BY PHYSICIAN

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

### 5. TERM AND TERMINATION

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

- 5.3.4 SBHCD fails to carry or reinstate the insurance required in Article 8 of this Agreement or such coverage is cancelled or revoked within ten (10) days following notice of revocation from its insurance carrier.
- 5.3.5 Upon the determination that Physician has violated a material term of Article 9 of this Agreement.
- 5.3.6 The performance by either party of any term, condition, or provision of this Agreement which jeopardizes the licensure of Hospital, Hospital's participation in Medicare, Medi-Cal or other reimbursement or payment program, or Hospital's full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of Hospital's bonds, or if for any other reason such performance violates any statute, ordinance, or is otherwise deemed illegal, or is deemed unethical by any recognized body, agency, or association in the healthcare fields, and the jeopardy or violation has not been or cannot be cured within sixty (60) days from the date notice of such jeopardy or violation has been received by the parties.
- 5.3.7 The loss of or reduction in Physician's medical staff privileges at any hospital where Physician provides professional health care services, whether voluntary or involuntary.
- 5.4 Termination/Expiration Not Subject to Fair Hearing. It is agreed between the parties that should either party exercise its right to terminate this Agreement such decision to terminate, and the actual termination or expiration of this Agreement, shall apply to rights under this Agreement only and not to Physician's medical staff privileges or membership on the medical staff of Hospital. The termination or expiration of this Agreement shall not be subject to the Fair Hearing Plan of the Medical Staff Bylaws, the hearing procedures provided by Healthcare District Law, or any other fair hearing procedure regarding medical staff appointments or privileges.

## 6. INDEPENDENT CONTRACTOR

- 6.1 Independent Contractor Status. Physician is engaged in an independent contractor relationship with SBHCD in performing all work, services, duties, and obligations pursuant to this Agreement. Neither SBHCD nor Hospital shall exercise any control or direction over the methods by which Physician performs work and functions, except that Physician shall perform at all times in strict accordance with then currently approved methods and practices of Physician's professional specialty. SBHCD's sole interest is to ensure that Physician performs and renders services in a competent, efficient, and satisfactory manner in accordance with high medical standards.
- 6.2 Independent Contractor Responsibilities. The parties expressly agree that no work, act, commission, or omission of Physician pursuant to the terms and conditions of this Agreement shall be construed to make or render Physician, the agent or employee of SBHCD or Hospital. Physician shall not be entitled to receive from SBHCD or Hospital vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability or unemployment insurance benefits or any other employee benefit. Physician shall be solely responsible for paying when due all income, employment and withholding taxes and employment benefits, if any, including estimated taxes, incurred as a result of the compensation paid by SBHCD to Physician for Services under this Agreement. Physician is responsible for providing, at his/her own expense, disability, unemployment, workers' compensation and other insurance, training, permits and licenses for himself/herself and for his/her employees and subcontractors. Physician agrees to defend and indemnify SBHCD for any claims, costs, losses, fees, penalties, interest or damages suffered by SBHCD resulting from Physician's failure or alleged failure to comply with its obligations under this paragraph.

## 7. REPRESENTATIONS AND WARRANTIES OF PARTIES

- 7.1 SBHCD for itself, and its directors, officers, employees, and agents (collectively, "Agents"), and Physician for itself, its Physician(s), its Agents, and Physicians' Agents hereby warrants and represent as follows:
- 7.1.1 Neither it nor any of its Agents or Physician(s) (i) is excluded, suspended, or debarred from, or otherwise ineligible for, participation in any federal or state health care program including, without limitation, Medicare or Medi-Cal; (ii) has been convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program including, without limitation, Medicare or Medi-Cal; or (iii) have had their medical staff privileges at any

health care facility denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction; and

- 7.1.2 It shall, and it shall ensure that each of its Agents shall, notify the other parties thereto immediately in writing of (i) any threatened, proposed, or actual exclusion, suspension, or debarment; (ii) any conviction of a criminal offense related to conduct that would or could trigger an exclusion, of it or any of its Agents from any federal or state health care program; or (iii) any anticipated or actual breach of any term or condition of this Agreement.

## 8. LIABILITY/MALPRACTICE INSURANCE COVERAGE

- 8.1 SBHCD and Hospital shall maintain general and professional liability insurance coverage for Physician for Services provided by Physician to SBHCD patients during the term of this Agreement in a minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. In the event the coverage that SBHCD and/or Hospital obtains to comply with this Section of this Agreement is a "claims made" policy, and SBHCD or Hospital, as applicable, changes insurance carriers or terminates coverage upon or after termination of this Agreement, SBHCD or Hospital, as applicable, shall immediately obtain and shall maintain "tail" coverage in the amounts otherwise required under this Section for at least seven (7) years following termination of this Agreement.

## 9. PROTECTED HEALTH INFORMATION

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

Physician becomes aware; and (iii) ensure that any agent, including a subcontractor, to whom Physician provides EPHI agrees to implement reasonable and appropriate safeguards to protect such information.

## 10. GENERAL PROVISIONS

- 10.1 Notices. Any notice to be given to any party hereunder shall be deposited in the United States Mail, duly registered or certified, with return receipt requested, with postage paid, and addressed to the party for which intended, at the following addresses, or to such other address or addresses as the parties may hereafter designate in writing to each other.
- SBHCD: San Benito Health Care District  
Office of the Chief Executive Officer  
911 Sunset Drive  
Hollister, CA 95023
- Physician: Margaret V. Cooper Vaughn, M.D.  
225 Crossroads Blvd., #333  
Carmel-By-The-Sea, CA 93923
- 10.2 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 10.3 Governing Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Venue shall be in the County of San Benito, California.
- 10.4 Ownership of Patient Records. All Clinic and Hospital patient records shall be maintained by SBHCD and are the property of SBHCD. Physician shall have the right to access such records during normal business hours.
- 10.5 No Referrals: Patient Choice. Notwithstanding anything herein to the contrary, all compensation paid to Physician pursuant to this Agreement is solely for the purpose of obtaining the services of Physician for patients in the Hollister, California community. The parties recognize and affirm the importance of individual patient choice in selection of medical services. Nothing contained in this Agreement shall be interpreted to obligate, encourage, or solicit, in any way, the referral of any individual patient to any health care facility, including the Hospital and Clinic, contrary to that patient's choice of another provider of medical services. Further, nothing in this Agreement shall be interpreted to prevent, restrict, or discourage the Physician or Physician from referring patients to any other provider of health care services.
- 10.6 Exclusive Property of SBHCD. All data, files, records, documents, promotional materials, and similar items relating to the business of SBHCD, whether prepared by or with the assistance of Physician or otherwise coming into Physician's possession shall remain the exclusive property of SBHCD and shall not be removed from SBHCD's facilities under any circumstances without the prior written consent of SBHCD.
- 10.7 Confidentiality. The parties acknowledge and agree that during the term of this Agreement and in the course of the discharge of Physician's duties hereunder, Physician shall have access to and become acquainted with information concerning the operation of SBHCD, and information which, pursuant to applicable law and regulation, is deemed to be confidential, including, but not limited to, trade secrets, medical records, patient medical and personal information, and personnel records. Physician agrees that such information shall not be disclosed either directly or indirectly to any other person or entity or used by Physician in any way either during the term of this Agreement or at any other time thereafter, except as is required herein. Physician understands breach of this article will be an irremediable breach of this Agreement. Such breach will result in immediate termination of this Agreement.
- 10.8 Binding Agreement: No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective legal representatives, successors, and permitted assigns. No party may assign this Agreement or any rights hereunder, or may they delegate any of the duties to be performed hereunder without the prior written consent of the other party.

- 10.9 Dispute Resolution. If any dispute, controversy, or claim arises out of this Agreement, for a period of thirty (30) days following written notice of the dispute, controversy or claim from one party to the other, the parties will use their good faith efforts to resolve the dispute, controversy, or claim. If the matter cannot be resolved by the parties in this fashion, then such dispute, claim or controversy shall be heard in San Benito County, California, pursuant to the provisions of California Code of Civil Procedure Sections 638 through 645.1, inclusive. The hearing shall be final and binding to the greatest extent permitted by law, and the cost thereof, including reasonable attorneys' fees, shall be borne by the losing party in such proportions as the referee may decide. Judgment on the award may be entered in any court having jurisdiction thereof.
- 10.10 Section 952 of Omnibus Budget Reconciliation Act of 1980. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), Physician agrees that the books and records of Physician will be available to the Secretary of Department of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, for four (4) years after termination of this Agreement. In the event that any of the services to be performed under this Agreement are performed by any subcontractor of Physician at a value or cost of \$10,000 or more over a twelve (12) month period, Physician shall comply and assure that such subcontractor complies with the provisions of Section 952 of the Omnibus Reconciliation Act of 1980. If not applicable to this Agreement, this Section shall automatically be repealed.
- 10.11 Entire Agreement: Amendment. This Agreement, its exhibits, and all referenced documents constitute the entire agreement between the parties pertaining to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous agreements, representations and understandings of the parties which relate to the subject matter of this Agreement. No supplement, amendment or modification of this Agreement shall be binding unless executed in writing by all of the parties.

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

**SBHCD**  
San Benito Health Care District

**Physician**  
Margaret V. Cooper Vaughn, M.D.

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

\_\_\_\_\_  
Margaret V. Cooper Vaughn, M.D.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### PHYSICIAN SERVICES AND COMPENSATION

- A.1 **Further Description of Medical Services.** Physician shall provide professional medical services in Physician's specialty at locations specified by SBHCD, which will be within the SBHCD healthcare district boundaries, or at facilities within thirty (30) miles of the SBHCD Hospital. Specifically:
- A.1.1 **OB/Gyn Coverage Panel.** Physician shall serve as a member of the OB/Gyn Coverage Panel providing Hospital Call, as further described in Section A.3. Physician shall provide such services as mutually agreed by SBHCD and Physician, but not less than four (4) or more than eight (8) 24-hour shifts during any four (4) week period, provided over the course of forty-four (44) weeks in each contract year. OB/Gyn Coverage Panel hours begin at 7:00 a.m. and end at 6:59 a.m. the following day.
- A.1.2 **Professional Services.** Physician shall provide Services in the Clinic and Hospital beginning on the Effective Date. Physician shall provide such services in coordination with other physicians who are contracted with SBHCD to provide similar services to patients and pursuant to a mutually agreed-upon schedule. If Physician and other physicians cannot agree on such a schedule, SBHCD shall determine the schedule.
- A.1.3 **Specialty Services.** Physician shall provide the following **Obstetrics and Gynecology** Services:  
Management of Physician's own admitted patients; management of the care of patients admitted at the request of and with the attending or referring physician, and thereafter managing the care rendered to such patients; family conferences as requested in consultation with social services; consultations, upon request, for members of the Hospital's Medical Staff, including the hospitalist Physician; and assistance with the management and treatment of patients for whom Physician is responsible as head of a multi-disciplinary team. When the patient has an attending/referring physician, Physician shall include such physician in decision making and keep such physician informed.
- A.1.4 **Clinic Services.** Clinic operating hours are Monday through Friday from 8:00 a.m. to 8:00 p.m. at the Mabie Fourth Street (4<sup>th</sup>) location and Monday through Friday from 8:00 a.m. to 5:00 p.m. at the Hollister Multi-Specialty (MSC) location. Physician shall provide the following Clinic Services in the Clinics in accordance with the schedule set forth in Section A.2 of this Exhibit A:
- A.1.4.1 New and follow-up office visits;
- A.1.4.2 Consultations;
- A.1.4.3 Post discharge follow-up visits;
- A.1.4.4 Ensuring the quality, availability, and expertise of medical services rendered in the Clinic and at Clinic-related activities;
- A.1.4.5 Supervising physician assistants and nurse practitioners (collectively referred to as "Mid-Level Practitioners") as necessary for reimbursement or consult in the absence of the Medical Director;
- A.1.4.6 Coordination of medical activities of the Clinic as a whole to be accomplished through continuous communication with appropriate SBHCD administrative personnel regarding medical administration of the Clinic;
- A.1.4.7 Assisting with the development of a plan for quality assurance for the Clinic;
- A.1.4.8 Provide required chart review and audits of care provided by Mid-Level Practitioners
- A.1.4.9 Other services as are mutually agreed to be appropriate and appropriately provided in an outpatient setting by a Physician specializing in Obstetrics and Gynecology.
- A.2 **Clinic Schedule.** Physician shall provide Clinic Services to SBHCD patients eight (8) days per month (each month being a four (4) week period), on weekdays to be mutually agreed upon, forty-four (44) weeks per

year from 8:00 a.m. to 6:00 p.m. From time to time, the parties may adjust the Clinic schedule to accommodate higher acuity Hospital inpatient or other emergent cases. Physician may also be on Hospital Call during times when scheduled in Clinics.

A.3 **Hospital Call Coverage.** Physician shall provide emergency department and unassigned patient call coverage ("Hospital Call") to support the needs of the Hospital. Hospital Call includes responding to the emergency department, inpatient units, and the operating room. Physician may also be assigned to provide professional services in Clinics while also on Hospital Call.

A.4 **Compensation.**

A.4.1 **Compensation.** Physician's compensation, which includes professional services, supervision, and Hospital Call activities ("Compensation"), shall be paid on a monthly basis on SBHCD's standard payment cycle for similar agreements and shall be as follows:

**Clinic Services:** For the provision of professional services rendered in the Clinics, Physician shall be compensated in the amount of Two Thousand Dollars and No Cents (\$2,000.00) per 10-hour shift. If Physician shall provide less than ten (10) hours of coverage during any shift, SBHCD shall reduce Physician's compensation pro rata based on the actual time of coverage provided.

**Emergency OB/Gyn Call Services:** For the provision of professional Emergency OB/Gyn Call Services, Physician shall be compensated One Thousand Eight Hundred Dollars and No Cents (\$1,800.00) per twenty-four (24) hour shift. If Physician shall provide less than twenty-four (24) hours of Call Services coverage during any shift, SBHCD shall reduce Physician's compensation, pro rata, based on the actual time of coverage provided.

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

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

A.4.5 **Lodging.** SBHCD will provide Physician Physician(s) with local temporary lodging accommodations while Physician is providing Services under this Agreement.

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

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

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

- A.6.2 Timely completion of all incomplete inpatient records, including completion of all admission and discharge medication reconciliation.  
*Goal: As specified by Medical staff rules and regulations or hospital policy.*
- A.6.3 Completion of all office visit notes within seven (7) days of visit.
- A.6.4 Timely signing of orders.  
*Goal: As specified by Medical staff rules and regulations or hospital policy.*
- A.6.5 Timely discharges summaries.  
*Goal: As specified by Medical staff rules and regulations or hospital policy.*
- A.6.6 Commitment to use of SBHCD supported electronic health/medical record platforms.
- A.6.7 Compliance with all governmental and SBHCD quality reporting initiatives that may come into effect from time to time.
- A.6.8 Timely arrival at Hospital for scheduled procedures and Clinic for scheduled patient visits.
- A.6.9 Submission of completed monthly timesheet to Hospital no later than the 5<sup>th</sup> day of the following month when services are rendered.
- A.7 **Fair Market Value.** SBHCD and Physician acknowledge and agree: (i) They have bargained at arms' length to determine the Compensation under this Agreement; (ii) The Compensation is fair market value for the Services to be performed by Physician under this Agreement; and (iii) The Compensation is consistent with fair market value for similar services in SBCHD's community.
- A.8 **Audits and Adjustments.** SBHCD may require additional or supplementary reports to establish the value and extent of Services provided hereunder, and shall have the authority to request an audit of Physician's books and records by a mutually agreed upon, independent third-party auditor to establish the value and extent of the Services and to confirm that compensation for Services is consistent with fair market value and is commercially reasonable. Physician agrees to provide in a timely manner documents requested by SBHCD or the independent third-party auditor for purposes of any audit. Such documents shall be subject to a mutually agreeable confidentiality and non-disclosure agreement if appropriate. In the event Physician's reports, books and records do not accurately reflect or document Services performed pursuant to this Agreement and for which payment has been made by SBHCD to Physician or the independent third-party auditor determines that compensation for the Services is not consistent with fair market value or commercially reasonable, Physician will promptly refund to SBHCD the amount of any overpayment as determined by SBHCD or the independent third-party auditor. Any failure by Physician to do so shall be an event of default and grounds for immediate termination. Physician's obligation to refund SBHCD under this section shall survive expiration or termination of this Agreement. If it is determined that Physician has been underpaid for Services pursuant to this Agreement, SBHCD will promptly pay the amount owed to Physician. In the event this Agreement is terminated for any reason by either Party, compensation will be due only for Services actually rendered through the effective date of termination, subject to the requirements for verification and other provisions of this Agreement.
- A.9 **Referrals and Business Generated.** SBHCD will not compensate Physician, at any time, in a manner that takes into account or varies with the volume or value of referrals to, or business generated for SBHCD or any affiliate of SBHCD by Physician. Physicians's compensation shall at all times be consistent with fair market value and commercially reasonable for the services provided.

DOCTOR:

FOR THE MONTH OF:

Fax to: (831)636-2695 or email to: lparnell@hazelhawkins.com

**Instructions:**

Please record the hours spent in each clinic on the proper line of the productivity log. The total hours worked on any given day must equal the sum of the hours spent in each clinic. These hours will be used to meet the Medicare Regulations for productivity standards for Rural Health Clinics. If you were on Emergency call for the day, place a check mark in the ER CALL column on the appropriate day.

\*\*\*\*\*This log must be submitted to the Finance Department prior to the release of your payment. Thank you!\*\*\*\*\*

DAY IN MONTH	SUNSET	SJB	1ST ST	4TH ST	MSC	BARRAGAN	ORTHO	OR/ASC/HMH	TOTAL	ER CALL
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<b>TOTAL</b>										

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**SAN BENITO HEALTH CARE DISTRICT  
PHYSICIAN RECRUITMENT AGREEMENT**

**Margaret V. Cooper Vaughn, M.D.**

This Physician Recruitment Agreement ("Agreement") is made effective on **January 1, 2023** ("Effective Date"), by and between **San Benito Health Care District**, a local health care district organized and operating pursuant to Division 23 of the California Health and Safety Code ("SBHCD"), and **Margaret V. Cooper Vaughn, M.D.** ("Physician"), a physician specializing in **Obstetrics and Gynecology** ("Specialty"). SBHCD and Physician are collectively referred to as the "Parties" and individually as a "Party."

**RECITALS**

- A. SBHCD owns and operates Hazel Hawkins Memorial Hospital, a licensed general acute care facility located at 911 Sunset Drive, Hollister, California ("Hospital"). Hospital provides inpatient and outpatient services to residents of the San Benito Health Care District and surrounding communities which constitute the Hospital's service area ("Hospital Service Area"). SBHCD owns and operates rural health clinics as defined in Title 22, California Code of Regulations section 51115.5 to provide services to patients in the Hospital Service Area ("Clinics"). Clinics operate under the name "Hazel Hawkins Community Health Clinics."
- B. SBHCD has determined that there is a need for a physician specializing in Physician's Specialty in the Service Area, which jeopardizes SBHCD's ability to provide such health care services in the Service Area. SBHCD also has determined that such shortage is not likely to resolve itself through market forces, but that financial support will have to be offered for an appropriate physician to relocate to the Service Area. SBHCD also has determined that SBHCD alone is in a position to offer such financial support.
- C. To facilitate its goal of providing Specialty services in the Service Area, SBHCD must provide certain incentives in order to enable a physician qualified in Physician's Specialty to provide services in the Service Area. SBHCD finds that the incentives in this Agreement meet a community need and promote SBHCD's mission and goal of providing health care services to all residents in the Service Area who need such care.
- D. Physician is duly licensed to practice medicine in the State of California and is qualified to provide Specialty services in SBHCD facilities ("Services").
- E. SBHCD has determined that the financial support required by Physician to relocate is justified by the benefit to the Community. Accordingly, SBHCD is prepared to offer financial support to Physician under the terms and conditions set forth in this Agreement. Physician hereby acknowledges and agrees that the financial assistance provided by SBHCD under this Agreement is reasonable and not in excess of fair market value, and not determined in a manner that takes into account the volume or value of any actual or anticipated referrals by Physician to SBHCD or Hospital.
- F. In addition to this Agreement, Physician and SBHCD have entered into a Professional Services Agreement ("Related Agreement"), attached to this Agreement as Exhibit A. The Recitals in this Related Agreement are incorporated in this Agreement by reference. Physician and SBHCD shall also enter into an unsecured Promissory Note, attached as Exhibit B to this Agreement, for any payments made under this Agreement.
- G. SBHCD and Physician wish to enter into this Agreement in order to set forth a full statement of the terms of this recruiting arrangement, which all Parties acknowledge is necessary in order to allow Physician to relocate to the Service Area and to provide care to its residents.

The Parties mutually intend to comply with all applicable law, including the principle that the financial support will inure solely to the benefit of Physician, and agree as follows.

**Article 1 Duties of Physician**

- 1.1 Start Date. Commencing on or about **January 1, 2023** ("**Start Date**"), Physician shall provide Services to SBHCD patients on a full-time-equivalent (1.0 FTE) basis. Physician shall exert Physician's best efforts to treat an optimum number of patients who require Services without compromising Physician's ability to provide quality medical care and services to patients.

- 1.2 Compliance with Agreements. It is Physician's responsibility to come into full compliance with the provisions of this Agreement, Physician's Professional Services Agreement, and Hospital's Medical Staff Bylaws, Rules and Regulations, including all credentialing and privileging requirements, in order to be able to provide Services beginning on the Start Date.

## Article 2 Standards

- 2.1 Licensure and Board Certification. At all times during the term of this Agreement and any Related Agreement, Physician shall maintain Physician's Medical license in the State of California in good standing and be Board Certified or remain Board Eligible in Physician's Specialty.
- 2.2 Credentialing. Physician shall cooperate with SBHCD to complete all credentialing and re-credentialing requirements of the Hospital Medical Staff, as applicable, for professionals providing services to SBHCD patients and shall submit applications and supporting documentation timely and completely in order to comply with the requirements of the credentialing program.
- 2.3 Medical Staff Membership and Hospital Privileges. Physician shall be responsible for obtaining on or before Physician's Start Date and maintaining during the term of this Agreement and any Related Agreements active membership on Hospital's Medical Staff with appropriate Hospital privileges to provide Services pursuant to this Agreement and any Related Agreements and shall be subject to all of the duties and responsibilities of that Medical Staff membership. Throughout the term of this Agreement, and thereafter, Physician shall be permitted to maintain medical staff privileges at other area hospitals.
- 2.3.1 Immediate Termination. Subject to Section 4.4 of this Agreement, in the event that Physician (i) does not obtain active status on Hospital's Medical Staff or the appropriate privileges to provide Services under this Agreement on or before Physician's Start Date, or (ii) loses active Medical Staff membership or privileges at any time during the term of this Agreement or any Related Agreements, this Agreement shall terminate immediately, and any sums owed by Physician to SBHCD under this Agreement and any Related Agreements shall become due and payable in full immediately.
- 2.3.2 Compliance with Rules. Physician shall at all times during the term of this Agreement and any Related Agreements comply with all applicable Bylaws, Policies, and Procedures of SBHCD and the Bylaws, Rules and regulations, and policies of Hospital's Medical Staff.
- 2.4 Corporate Compliance Program. Physician shall cooperate with Hospital's Corporate Compliance Program, as applicable to Services provide pursuant to this Agreement. Physician shall comply with any policies and procedures adopted by Hospital as part of the Corporate Compliance Program.

## Article 3 Term & Termination

- 3.1 Term. The term of this Agreement shall commence on the Effective Date of this Agreement and continue until the later of **two (2) years from the Start Date** as defined in this Agreement, or until all sums paid to Physician under this Agreement are repaid to or forgiven by SBHCD under the terms of this Agreement and any Related Agreements.
- 3.2 Immediate Termination by SBHCD. SBHCD may terminate this Agreement immediately upon the occurrence of any of the following events:
- 3.2.1 Loss or suspension of Physician's license to practice medicine, Physician's conviction (final or on appeal) of a felony or any crime involving moral turpitude, Physician's failure to obtain or maintain, for any reason, status as a member of the Active Medical Staff of Hospital with appropriate privileges to provide Services under this Agreement or Related Agreements; or
- 3.2.2 Physician's appointment of a receiver for Physician's assets, assignment for the benefit of creditors, or any relief sought by Physician under any bankruptcy or insolvency act.

In the event SBHCD terminates this Agreement pursuant to this Section 3.2, Physician shall pay any outstanding debt to SBHCD under the terms of this Agreement and any Related Agreements.

- 3.3 Termination Due to Total Disability. Either Party may terminate this Agreement in the event of total disability of Physician. Physician shall be deemed to suffer a "total disability" if Physician becomes physically or mentally incapacitated for more than three (3) months as shown by inability to perform all or substantially all of the material obligations of this Agreement, and which disability is likely, in the opinion of a physician mutually designated by Physician and SBHCD, to persist for six (6) months following the date of determination of said physician. The cost of a total disability examination, if requested by SBHCD, shall be paid by SBHCD. The determining physician shall provide written notice of findings to SBHCD and Physician. The date of total disability for purposes of this Agreement shall be the date written notice is received by SBHCD from the determining physician. Provided, however, that this section is not intended to suggest or indicate that Physician shall receive payments from SBHCD during a period of disability.
- 3.4 Termination for Legal Reason. If SBHCD determines that any provision of this Agreement, act or omission on the part of Physician jeopardizes the licensure of Hospital, its participation in, payment or reimbursement from, or contractual relationship with, the Medicare, state sponsored Medicaid program, or other public or private reimbursement or payment programs, or its full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of SBHCD, any of its property or financing, or will prevent or prohibit any physician, or any other health care professionals or their patients from referring to Hospital or utilizing Hospital or any of its services, or if for any other reason said act or omission should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, SBHCD may at its option (i) unilaterally amend this Agreement to resolve the matter, or (ii) terminate this Agreement immediately. Physician will have the opportunity to review the legal opinion provided by legal counsel upon which SBHCD's determination to amend the Agreement is based. Physician shall have the period of fifteen (15) days following notice of the amendment in which to have Physician's legal counsel review SBHCD's proposed amendment prior to SBHCD implementing the amendment. If Physician is not satisfied with the manner in which SBHCD amends the Agreement, Physician may terminate the Agreement immediately on written notice. If either Party terminates this Agreement under this Section 3.4, Physician shall pay any outstanding debt to SBHCD under the terms of this Agreement and any Related Agreements.
- 3.5 Effect of Termination. Following expiration or termination of this Agreement, the Parties shall cooperate in the resulting transition in a manner that serves the best interests of the patients of SBHCD. Termination of this Agreement shall have no effect on Physician's Medical Staff membership or clinical privileges at Hospital, which will continue unless terminated in accordance with Hospital's Medical Staff Bylaws. Termination of this Agreement shall not affect the obligation of Physician to repay money as provided in this Agreement or any Related Agreements.

#### Article 4 Recruitment Incentive and Relocation Payment

- 4.1 Recruitment Incentive. As part of the consideration for Physician entering into and complying with the terms and conditions of this Agreement and the Related Agreement (Professional Services Agreement), Physician shall be entitled to a recruitment incentive in the amount of **Twenty-Five Thousand Dollars (\$25,000.00)** ("Recruitment Incentive").
- 4.1.1 Payment of Recruitment Incentive. Upon execution of this Recruitment Agreement, Physician shall be entitled to payment of the Recruitment Incentive. Upon receipt of the Recruitment Incentive, Physician shall execute the Promissory Note attached as Exhibit B to this Agreement.
- 4.1.2 Fair Market Value/Commercially Reasonable. Physician agrees that (i) the Recruitment Incentive is reasonable and necessary to secure Physician's relocation and Physician's services under this Agreement and the Related Agreement, (ii) this amount is not in excess of fair market value, and (iii) this amount is not made in consideration for the referral of patients to SBHCD or its affiliates.
- 4.2 Relocation Expenses. Upon Physician's relocation to the SBHCD Service Area and submission to SBHCD of appropriate receipts, SBHCD shall reimburse to Physician up to the amount of **Five Thousand Dollars (\$5,000.00)** for customary and reasonable moving expenses and other related costs incurred by Physician in relocating to the SBHCD Service Area ("Relocation Payment"). Physician shall submit to SBHCD receipts and/or other documentation supporting the reimbursement of costs incurred by Physician and paid by SBHCD to Physician as the Relocation Payment.

- 4.3 Repayment. If either Party terminates this Agreement prior to the expiration of two (2) years from Physician's **Start Date**, Physician shall be obligated to repay to SBHCD a pro-rated amount of the Recruitment Incentive paid by SBHCD to Physician pursuant to Section 4.1 of this Agreement, plus interest at an annual rate equal to the most recent prime rate published in the Wall Street Journal (or any successor publication) from time to time ("Prime Rate"), plus one percent (1.0%), payable monthly.

For example, if this Agreement is terminated after ten (10) months, Physician shall repay to SBHCD 14/24ths of the recruitment incentive, plus ten (10) months of accrued interest at an annual rate equal to the Prime Rate, plus one percent (1.0%), payable monthly. Such repayment shall be made within ninety (90) days of the event triggering Physician's repayment obligation. If Physician fails to make such repayment to SBHCD within this ninety (90) day period, SBHCD shall have the right to increase the interest rate on the amount owed to SBHCD to the Prime Rate plus two percent (2%), beginning on the ninety-first day.

- 4.4 Promissory Note. At the time of payment to Physician of any amount under this Agreement as set forth in Section 4.1, Physician shall execute a Promissory Note substantially in the form attached to this Agreement as Exhibits B to secure repayment of any amounts paid to Physician under this Agreement which are not forgiven by SBHCD pursuant to the terms of this Agreement.
- 4.5 Debt Forgiveness at Death/Disability. SBHCD shall forgive all sums advanced by SBHCD to Physician pursuant to Section 4.1 of this Agreement and any accrued interest, in the event of Physician's death or permanent disability during the Term of this Agreement.

#### Article 5 General Provisions

- 5.1 Other Agreements. This Agreement may be one of several between SBHCD and Physician, dealing with different aspects of their relationship. SBHCD maintains a current master list of all such agreements, together with copies of the actual agreements, that is available for review by the Secretary of the Department of Health and Human Services in accordance with the requirements of Stark Law.
- 5.2 Referrals. Physician shall be entitled to refer patients to any hospital or other institution Physician deems qualified to deliver health care services to a particular patient. Nothing in this Agreement shall be deemed to require Physician to refer patients to Hospital, and SBHCD may not terminate this Agreement because of Physician's referral decisions. No payment or other consideration is or will be made under this Agreement for the referral of patients to SBHCD or its affiliates.
- 5.3 Waiver. The failure of either party to insist in any one or more instances upon strict performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment for the future of such terms, but the same shall continue and remain in full force and effect.
- 5.4 Governing Law/Venue. This Agreement shall be interpreted in accordance with the laws of the State of California, and any questions arising under it shall be construed or determined in accordance with such laws. Venue shall be in San Benito County, California.
- 5.5 Partial Invalidity. Should any part of this Agreement be declared invalid, such decision shall not affect the validity of the remaining portions, or of any note delivered to SBHCD under this Agreement which shall remain in effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the Parties that they would have executed the remaining portions of this Agreement without including such, part which may, for any reason, be subsequently declared invalid.
- 5.6 Attorneys' Fees. In the event that suit is brought regarding the enforcement of the provisions of this Agreement, the prevailing Party shall be awarded its costs of suit and reasonable attorneys' fees as part of any judgment rendered.
- 5.7 Government Audit. Until the expiration of five (5) years after the furnishing of any services subject to this Agreement, Physician shall make available to the Secretary of the United States Department of Health and Human Services or to the United States Comptroller General, or to any of their duly authorized representatives, upon written request of the same, this Agreement and such books, documents, and records of Physician as are necessary to certify the nature and the reasonable cost of services of the Hospital.

If Physician enters into an agreement with any related organization to provide services pursuant to this agreement with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12)-month period, such agreement shall contain a clause to the effect that until the expiration of five (5) years after the furnishing of services pursuant to such agreement, the related organization shall make available, upon written request, to the Secretary or to the Comptroller General, or to any of their duly authorized representatives, the agreement and any books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. "Related organization" shall mean a person or entity with which Physician is, to a significant extent, associated or affiliated or which Physician owns or directly or indirectly controls. This Section shall be of no force and effect if it is not required by law.

- 5.8 Notices. All communications, notices, and demands of any kind which any Party may be required or desire to give or serve upon any other Party under this Agreement shall be made in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, to the following addresses:

SBHCD: San Benito Health Care District  
Attn: Chief Executive Officer  
911 Sunset Drive  
Hollister, CA 95023

Copy to: Noland, Hamerly, Etienne & Hoss, PC  
Attn: Daniel Little, Esq.  
333 Salinas Street  
Salinas, CA 93902

Physician: Margaret V. Cooper Vaughn, M.D.  
225 Crossroads Blvd, #333  
Carmel-By-The-Sea, CA 93923

Either Party may change its address by giving any other Party written notice of its new address as provided in this Agreement.

- 5.9 Applicable Legal Standards. The Parties shall exercise their rights and perform their duties under this Agreement in accordance with the legal standards set forth in the United States Code, Code of Federal Regulations, California Health and Safety Code, California Business and Professions Code, and any other pertinent and applicable laws, rules, regulations, and orders of the United States and the State of California and their agencies, to the extent that such laws, rules, regulations, and orders pertain to the powers, functions, and duties of SBHCD and Physician. This Agreement shall be deemed to include and require compliance with all applicable laws, notwithstanding any language to the contrary. Insofar as they affect rights and duties of the Parties under this Agreement, all laws, regulations, and orders, and any amendments thereto, shall automatically by force of this Section be deemed a term and condition of this Agreement.
- 5.10 Confidentiality. The Parties agree that this Agreement is personal and confidential between them, and agree not to release information concerning this Agreement, or any information exchanged between the Parties pursuant to this Agreement, to any person without the consent of the other Party, which consent shall not be unreasonably denied. This prohibition against release of information shall not apply to any information required to be released by contracts existing as of the date of this Agreement, or to fiscal intermediaries, public agencies or commissions with government powers and duties related to disclosure of information who have exercised the right to compel disclosure of such information, or to any information required to be released by law. Any disclosures to third parties, such as legal, tax and financial advisors shall indicate that the information is confidential and shall be so treated by the third Party.
- 5.11 Income Tax Ramifications. The Parties acknowledge that Physician may incur federal and state income tax obligations from certain of the transactions provided for in this Agreement that SBHCD is required to report items of income under relevant income tax laws and regulations, and that forgiveness of debt may constitute income to Physician. It is, however, Physician's responsibility to consult with tax advisors with respect to the filing of income tax returns and the tax treatment of items provided for in this Agreement, and to comply with the tax laws in all respects.

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- 5.12 Assignment. Except as otherwise agreed in writing by SBHCD, nothing contained in this Agreement shall be construed to permit assignment or delegation by Physician of any rights or obligations under this Agreement, and any such assignment or delegation is expressly prohibited. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of SBHCD.
- 5.13 Not An Excluded Provider. Physician represents to SBHCD that Physician has not been excluded from participation in federal or state healthcare programs. If Physician is excluded from participation in federal or state healthcare programs, SBHCD may terminate this Agreement immediately upon written notice to Physician and all terms of repayment in Section 4.2 of this Agreement shall apply.
- 5.14 Entire Agreement/Modifications. This Agreement and the Related Agreements constitute the entire Agreement between the Parties with respect to the subject matter of Physician's recruitment by SBHCD and supersedes all prior negotiations, understandings and agreements. All modifications or amendments to this Agreement must be in writing and signed by the Parties.

The Parties have executed this Agreement as of the Effective Date first set forth above.

**SBHCD**  
San Benito Health Care District

**PHYSICIAN**  
Margaret V. Cooper Vaughn, M.D.

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

\_\_\_\_\_  
Margaret V. Cooper Vaughn, M.D.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**PROFESSIONAL SERVICE AGREEMENT**

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EXHIBIT B

PROMISSORY NOTE

January 1, 2023

\$25,000.00

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, **Margaret V. Cooper Vaughn, M.D.** ("Maker") hereby promises to pay to the order of **San Benito Healthcare District** ("Holder"), at the place designated by Holder, the principal sum of **Twenty-Five Thousand Dollars (\$25,000.00)**, plus accrued interest on such amount calculated at an annual fixed rate equal to the prime rate published on the effective date of this Promissory Note in the Wall Street Journal ("Prime Rate"), plus one percent (1%), from the date of this Promissory, payable in lawful money of the United States of America. Principal and interest shall be immediately due and payable to Holder on **January 1, 2025**. Notwithstanding the foregoing, if Maker is and remains in full compliance with the **Physician Recruitment Agreement** ("Recruitment Agreement") and the **Professional Services Agreement** by and between Maker and Holder effective January 1, 2023, respectively, the principal and interest under this Promissory Note shall be forgiven pursuant to the terms and conditions of the Recruitment Agreement.

This Promissory Note is unsecured. In no event shall any payment of interest or any other sum payable hereunder exceed the maximum amount permitted by applicable law. If it is established that any payment exceeding lawful limits has been received, Holder will refund such excess or, at its option, credit the excess amount to the principal due hereunder, but such payments shall not affect the obligation to make periodic payments required herein.

Maker agrees to pay, to the extent permitted by law, all costs and expenses incurred by Holder in connection with the collection and enforcement of this Promissory Note, including but not limited to, expenses and reasonable attorney's fees to the extent permitted by applicable law, irrespective of whether any suit or security foreclosure or court proceeding has been commenced. Maker and all endorsers and all persons liable or to become liable on this Promissory Note, and each of them, hereby waive diligence, demands, presentation for payment, notice of nonpayment, protest and notice of protest, and specifically consent to and waive notice of any renewals or extensions of this Promissory Note, or any modifications or release of security for this Promissory Note, whether made to or in favor of Maker or any other person or persons, and further agrees that any such action by Holder shall not affect the liability of Maker or any person liable or to become liable on this Promissory Note.

No delay or omission by Holder in exercising any remedy, right or option under this Promissory Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The invalidity of any one or more covenants, clauses, sentences or paragraphs of this Promissory Note shall not affect the remaining portions hereof, and this Promissory Note shall be construed as if such invalid covenants, clauses, sentences or paragraphs, if any, had not been included.

This Promissory Note is to be construed in all respects and enforced according to the laws of the State of California. This Promissory Note may not be amended or modified except by a written agreement duly executed by Maker and Holder. This Promissory Note and the obligations created hereby shall bind Maker and, to the extent applicable, Maker's respective successors and assigns, and the benefits hereof shall inure to Holder and its successors and assigns. This Promissory Note may be assigned by Holder in its sole discretion.

Any notice to Maker under this Promissory Note shall be in writing and shall be deemed to have been given upon (i) receipt, if hand delivered, (ii) transmission, if delivered by facsimile transmission, (iii) the next business day, if delivered by express overnight delivery service, or (iv) the third business day following the day of deposit of such notice in U.S. certified mail, return receipt requested to the following address:

Margaret V. Cooper Vaughn, M.D.  
225 Crossroads Blvd., #333  
Carmel-By-The-Sea, CA 93923

Maker has executed and delivered this Promissory Note effective as the date first set forth above.

MAKER: \_\_\_\_\_  
Margaret V. Cooper Vaughn, M.D.

Date: \_\_\_\_\_

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RESOLUTION NO. 2022-20

OF THE BOARD OF DIRECTORS OF  
SAN BENITO HEALTH CARE DISTRICT

APPROVING AND ADOPTING A MEMORANDUM OF UNDERSTANDING  
WITH THE CALIFORNIA LICENSED LABORATORY SCIENTISTS AND  
MEDICAL LABORATORY TECHNICIANS

Whereas, the San Benito Health Care District (“District”), acting through its appointed negotiation team, and representatives of the California Laboratory Scientists and Medical Laboratory Technicians (“CLS/MLT”), a duly recognized employee organization representing certain clinical laboratory scientists and medical laboratory technicians, met and conferred in good faith and fully communicated and exchanged information concerning wages, hours, and the terms and conditions of employment for contract years 7/1/2022 – 6/30/2026;

Whereas, the appointed representatives of the parties agreed on certain matters as provided in the tentative agreements (“Tentative Agreements”), attached hereto, and recommend the District and CLS/MLT implement those Agreements;

Whereas, the California Laboratory Scientists and Medical Laboratory Technicians represented by CLS/MLT voted to ratify the proposed changes to the existing Memorandum of Understanding with Hazel Hawkins Memorial Hospital (“MOU”), as outlined in the Tentative Agreements;

Whereas, the District Board of Directors (“Board”) has been presented with a summary of the Tentative Agreements for approval; and

Whereas, the Board has reviewed and evaluated the Tentative Agreements and authorizes the District to approve and adopt the MOU containing the Tentative Agreements, and authorizes the District Administration to take all steps to execute the necessary documents.

NOW, THEREFORE, BE IT RESOLVED

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by reference.
2. The Board has hereby approved the Tentative Agreements for incorporation into the MOU for the period of 7/1/2022 – 6/30/2026.
3. The District Administration is directed to take any and all actions, including executing relevant documents, to carry out the intent of this Resolution.
4. This Resolution shall take effect immediately upon its adoption.

RESOLUTION NO. 2022-20

OF THE BOARD OF DIRECTORS OF  
SAN BENITO HEALTH CARE DISTRICT

APPROVING AND ADOPTING A MEMORANDUM OF UNDERSTANDING  
WITH THE CALIFORNIA LICENSED LABORATORY SCIENTISTS AND  
MEDICAL LABORATORY TECHNICIANS

Dated:

AYES:

NOS:

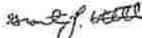
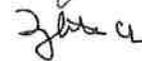
ABSENTIONS:

ABSENT:

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Board Member  
San Benito Health Care District

**Tentative Agreement HHMH to CLINICAL LABORATORY SCIENTISTS AND  
MEDICAL LABORATORY TECHNICIANS 10/21/2022**

 Grant Hill  
 Terry Avila

Friday October 21st, 2022

 Mario Quintana  
 Bernadette Enderez

**ARTICLE 24 — IN-SERVICE EDUCATION**

A. All regular full-time and part-time Clinical Laboratory Scientists and Medical Laboratory Technician, who have completed their probationary period, are eligible to be paid Continuing Education (CE) Pay for the purpose of maintaining and renewing their Clinical Laboratory Scientists and Medical Laboratory Technician Licensure.

B. Commencing January 1, 2023, forty CE hours shall be granted each year to each Registered Clinical Laboratory Scientists and Medical Laboratory Technician who has completed the probationary period as of January 1. For Clinical Laboratory Scientists and Medical Laboratory Technician hired during the year, the Clinical Laboratory Scientists and Medical Laboratory Technician will obtain the 40 hours of CE upon completion of the probationary period. Any unused hours will be lost as of midnight December 31<sup>st</sup> of each year. As of *(date contract is signed)* Clinical Laboratory Scientists and Medical Laboratory Technician will maintain their then current banks of education leave. These banks and CEs granted hereafter are subject to the following guidelines.

(1) A Clinical Laboratory Scientists and Medical Laboratory Technician who is entitled to Continuing Education (CE) Pay may elect to be paid for hours on a day(s) the Clinical Laboratory Scientists and Medical Laboratory Technician is not normally scheduled to work. For the purpose of home / online study, Clinical Laboratory Scientists and Medical Laboratory Technician will receive payment for CE hours upon presentation of proof of successful completion of courses. For calculation of time, one (1) CEU will be equal to one (1) hour of Continuing Education Pay.

(2) Continuing Education Pay will not be used to calculate overtime hours.

C. Continuing Education Pay shall be paid to the Clinical Laboratory Scientists and Medical Laboratory Technician during the pay period it is used and at their base salary hourly rate of pay. Payment is dependent upon receipt of a certificate or course syllabus signed by course instructor or other proof of participation such as receipt for payment of the course.

D. Requests for Continuing Education Pay, which require a Clinical Laboratory Scientists and Medical Laboratory Technician to be absent from the workplace, must be requested in the same manner as other requests for time off. If a course is fewer than what a Clinical Laboratory Scientists and Medical Laboratory Technician is regularly scheduled to work, a twelve hour Clinical Laboratory Scientists and Medical Laboratory Technician may use up to 12 hours of CE pay and an 8 hour Clinical Laboratory Scientists and Medical Laboratory Technician may use up to 8 hours of CE pay. This time away from the will be

granted at the discretion of the Department Director, based on departmental needs. Examples of such courses are noted below:

- Post-graduate education courses in related subjects leading to an advanced degree or certification in Laboratory specialty
- Seminars and symposia dealing with the practices of Laboratory
- Specialized courses relating to Laboratory practice
- Professional organization sponsored conferences
- Formally organized programs for health professionals open to Clinical Laboratory Scientists and Medical Laboratory Technician
- Courses and programs that have continuing education approval from the CA Department of Public Health, Laboratory Field Services.

## **ARTICLE 10 – COMPENSATION**

The retro payments will be paid by direct deposit in a payroll cycle upon ratification of MOU.

### **Section 1. HOURLY WAGES**

#### **First Year of the Memorandum**

Effective as of the beginning of the first full pay period in January 2022, the Hospital agrees to pay a 2% increase to the salary schedule for all employees

Effective the First payroll cycle of July 2022, the Hospital agrees to pay a 2% increase to the salary schedule for all employees.

#### **Second Year of the Memorandum**

Effective as of the beginning of the first full pay period in January 2023, the Hospital agrees to provide a 3.0% to the salary schedule for all employees.

#### **Third Year of the Memorandum**

Effective as of the beginning of the first full pay period January 2024, the Hospital agrees to provide a 3.0% to the salary schedule for all employees.

#### **Fourth Year of the Memorandum**

Effective as of the beginning of the first full pay period in January 2025, the Hospital agrees to provide a 3.0% to the salary schedule for all employees.

## ARTICLE 14 HOLIDAYS AND ARTICLE 16 VACATION

The Employer proposes the deletion of Article 14, 16 and the replacement of those sections with a Paid Time Off system that would include Vacation, Birthday, Float, and Holiday days. The employee will retain any accrued and unused vacation hours which will be held in a separate account and will begin accruing PTO hours upon ratification of the contract. The CLS/MLT will be required to first utilize all accrued and unused vacation hours for all paid time off before they can utilize any PTO hours. It is anticipated that once agreement is reached, other references to "vacation" in the MOU will need to be modified and new numbering will be required.

### Paid Time Off (PTO) Policy

#### Paid Time Off

Definition of Paid Time Off. Paid Time Off combines earned vacation with holidays, including Birthday Holiday and Float Holiday into one pool called Paid Time Off (PTO) for use on a scheduled basis by employees. PTO may be used for vacations, holidays, personal time off, or other excused elective absences.

Eligibility. All full-time and regular part-time CLS/MLT are eligible for the PTO program. PTO Accrual. PTO is accrued every pay period. The accrual is a combination of the holidays listed in part B of this article and earned vacation as follows. The following conversion table applies:

- (a) Year One 20 days
- Year Two 21 days
- Year Three 22 days
- Year Four 23 days
- Year Five 30 days
- Year Six 31 days
- Year Seven 32 days
- Year Eight 33 days
- Year Nine 34 days
- Year Ten 35 days
- Year Twenty 38 days

Regular part-time CLS/MLT accrue PTO at a pro-rated basis.

Maximum Accrual, the maximum number of hours that may be accrued is three hundred four (304) hours. Once accrual maximum is achieved, the accrual will cease until the balance drops below the maximum.

Sick Accrual Sick accruals will continue to be separate from PTO hours.

Terminated CLS/MLT. Terminated CLS/MLT will be paid for the balance of PTO hours earned but not used at the time of termination.

No Seasonal Ban: No PTO shall be unreasonably denied because of the season of the year. PTO will be granted in accordance with the staffing needs of the Hospital as determined by the Director of Laboratory Services, who shall also give consideration to the needs of the Nurse.

**PTO Cash Out.**

By December 31, 2022, a CLS/MLT will be permitted to request a cash payment (i.e. "cash out") of up to 100 hours of previously accrued vacation under the previous Article 16 to be paid by the Hospital in January, 2023. Any remaining hours of previously accrued vacation will be paid by the Hospital in July, 2023. Thereafter, an CLS/MLT will be permitted to request a cash payment of accrued PTO by December 31, 2023 and every December 31 thereafter of up to accrued 50 PTO hours for payment in the following January provided that there is at least 40 hours of accrued PTO hours remaining.

**Holidays**

**Schedule of Holidays.**

- New Year's Day
- MLK Day
- President's Day
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

Work on a Holiday. CLS/MLT who work in the hospital on nationally recognized holidays listed above will be paid at a rate of time and one-half for hours worked. This paragraph does not apply to the CLS/MLT's birthday and floating holiday.

Definition of a holiday shift for pay purposes. A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.

**HEALTH CARE/INSURANCE:**

Due to this high rise in costs, the Hospital proposes an increase in the CLS/MLT contribution as follows:

November 2022, start payments of H&W (Health and Welfare)

**HEALTH INSURANCE:**

FULLTIME CLS/MLTS:	YEAR1	YEAR 2	YEAR 3	YEAR 4
- FAMILY PLAN	\$200	\$200	\$200	\$200
- SINGLE PLAN	\$100	\$100	\$100	\$100

**PART-TIME CLS/MLTS:**

- FAMILY PLAN

	\$250	\$250	\$250	\$250
SINGLE PLAN	\$150	\$150	\$150	\$150

FAMILIES EXCEEDING 5 MEMBERS WILL BE CHARGED  
\$50 PER MONTH PER ADDITIONAL MEMBER

The Hospital does intend to investigate the ability to provide additional health plans that might be appropriate and will meet and confer with the Union on the results of the Hospital's research. Due to the complexities involved, we anticipate meeting with the Union on this issue within the next year.

**Health care increase for year one will be effective first pay period in upon ratification of contract.**

## **UNION MEMBERSHIP**

### **1. MEMBERSHIP**

During the term of this Agreement, employees may decide, by providing written notice to the Union, to join and become a Union member, or an agency fee payer.

### **2. DEDUCTION OF UNION DUES**

A. During the life of the Agreement, the District will deduct Union membership dues and L.E.A.P. contributions from the wages of each employee who voluntarily agrees to such deductions or contributions with the Union, and who submits a standard written authorization to the Union and/or District.

B. The District shall make deductions on a monthly basis as they are currently deducted, the practice shall continue. The monthly deductions shall be made by the District and shall be remitted to the Union at:  
Engineers and Scientists of California, IFPTE Local 20, AFL-CIO/CLC  
810 Clay Street  
Oakland, CA 94607-3908

### **3. FORFEITURE OF DEDUCTIONS**

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Article, no such deduction shall be made for that period.

### **4. UNION'S RECORD OF FINANCIAL TRANSACTIONS**

The Union agrees to keep an itemized record of its financial transactions and shall make available to the District and to the employees who are members of the Union, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the Labor Management Disclosure Act of 1959 covering employees governed by Government Code section 3500 et seq., or required to file financial reports under California Government Code section 3546.5, may satisfy the financial reporting requirement of this Section by providing the public agency with a copy of such financial reports.

### **5. INDEMNIFICATION**

The Union shall indemnify the District and hold it harmless against any and all suits,

claims, demands, and liability that arise out of or by reason of any action that shall be taken in connection with this Article. The Union will have no monetary claim against the District by reason of failure to perform under this Article.

## **ARTICLE 8 WAGES**

### **Section 5. LEAD DIFFERENTIAL**

The District may, in its sole discretion, select and assign a bargaining unit employee to perform lead duties in each of the following sections: Blood Bank, Hematology/Clinical Microscopy, Chemistry, Microbiology, Coagulation/Serology, Point of Care, and Molecular Biology. In such situations, the District will pay the employee a five percent (5%) differential above his/her straight time hourly rate for the actual hours assigned to and worked as a lead.

The parties agree that leads coordinate the workflow among employees within the section; provide technical or functional support to employees; work with management to plan and meet all applicable regulatory requirements, e.g. CLIA and TJC, within the Department; inform District management as it relates to Unit/Department resources, staffing needs, and equipment needs; and perform the regular work of the lead's classification. The parties further agree that leads do not act in the role of a bona fide supervisor and are not given any authority for performance evaluations, disciplinary actions, or decisions to hire or terminate bargaining unit employees.

An employee assigned as a lead will not be removed from the lead role until the employee has received a reasonable opportunity to improve his/her performance as a lead. Such opportunity will include being placed on a Performance Improvement Plan. If the employee has not met the requirements of the Performance Improvement Plan – and is not otherwise being discharged pursuant to Article 25 – the employee will be removed from the lead role. The District's determination to remove an employee from the lead role shall not be grievable.

If an employee assigned as a lead is absent from work, the District may, in its sole discretion: (1) chose to assign another bargaining unit employee to act as a lead while the employee is absent; (2) chose to have the work performed by the Department Manager/Director while the employee is absent; (3) have the lead work performed by a combination of a bargaining unit employee and the Department Manager/Director while the employee is absent; or (4) not have the lead work performed while the employee is absent.

Lead Bargaining Unit Members must have a CLS license.

5/6/22

## ARTICLE 7 SENIORITY

### Section 1. SENIORITY DEFINED

The most recent date of hire, anniversary date of hire or adjusted anniversary date shall be used in determining benefit eligibility. However, anniversary dates of hire shall be adjusted to reflect any leaves of absence without pay totaling thirty (30) or more calendar days in any twelve (12) month period (unless otherwise provided by law or as provided in this Memorandum), including but not limited to periods of suspension and layoffs for purposes of determining compensation, promotion to higher classifications, and/or accrual of benefits.

Unless otherwise provided for in this Memorandum, seniority, for purposes other than benefit eligibility and calculations, for regular full-time and regular part-time employees seniority shall be defined as the employee's most recent hire date into a bargaining unit position, without loss of seniority as defined in this Memorandum, whether prior to the Union's recognition or thereafter.

For per diem employees they will have separate seniority from regular benefited employees that is defined as the continuous length of service of a per diem employee employed by the District in a classification represented by ESC. The District shall maintain two seniority lists: (1) all regular benefited employees; and (2) all per diem employees.

All regular full-time employees who have completed 5 years of consecutive employment for the District as a benefited employee or is currently on a longevity step, whichever is longer, may accept a per diem position without a break in seniority as defined in this Memorandum.

### Section 2. RETURN TO UNIT

Any regular benefited bargaining unit employee who accepts a non-bargaining unit position with the District may return to the bargaining unit without a break in seniority, provided that: (1) there exists a vacancy to which the employee can return; (2) the employee is qualified to perform the vacancy; and (3) such return occurs within thirty (30) calendar days of the acceptance of the non-bargaining unit position.

Handwritten notes and signatures: "7A" above a signature, "6/30/22" written below the signature, and another signature with "6/30/22" written below it.

HHH PROPOSAL

5/6/22

## ARTICLE 8 WAGES

### Section 5. LEAD DIFFERENTIAL

The District may, in its sole discretion, select and assign a bargaining unit employee to perform lead duties in each of the following sections: Blood Bank, Hematology, Chemistry, Microbiology, Meditech, Point of Care, Molecular Biology and Quality Assurance. In such situations, the District will pay the employee a five percent (5%) differential above his/her straight time hourly rate for the actual hours assigned to and worked as a lead.

*T Agref 6/30/22*

The parties agree that leads coordinate the workflow among employees within the section; provide technical or functional support to employees; work with management to plan and meet all applicable regulatory requirements, e.g. CLIA and TJC, within the Department; inform District management as it relates to Unit/Department resources, staffing needs, and equipment needs; and perform the regular work of the lead's classification. The parties further agree that leads do not act in the role of a bona fide supervisor and are not given any authority for performance evaluations, disciplinary actions, or decisions to hire or terminate bargaining unit employees.

An employee assigned as a lead will not be removed from the lead role until the employee has received a reasonable opportunity to improve his/her performance as a lead. Such opportunity will include being placed on a Performance Improvement Plan. If the employee has not met the requirements of the Performance Improvement Plan – and is not otherwise being discharged pursuant to Article 25 – the employee will be removed from the lead role. The District's determination to remove an employee from the lead role shall not be grievable.

If an employee assigned as a lead is absent from work, the District may, in its sole discretion: (1) chose to assign another bargaining unit employee to act as a lead while the employee is absent; (2) chose to have the work performed by the Department Manager/Director while the employee is absent; (3) have the lead work performed by a combination of a bargaining unit employee and the Department Manager/Director while the employee is absent; or (4) not have the lead work performed while the employee is absent.

Lead Bargaining Unit Members must have a CLS license. This does not apply to the Meditech LIS Path Lead Position.

5/6/22

**ARTICLE 24 DISCIPLINE**

**Section 1. DISCIPLINE**

Non-introductory employees shall not be discharged or otherwise disciplined except for just cause. Disciplinary steps that the District may, but is not required to take includes, but is not limited to, verbal warnings, written warnings, suspensions without pay, and termination. Employees shall not have the right to grieve verbal warnings. Employees shall only be able to grieve the factual content of written warnings as set forth more fully in Article 26, Section 2.

The employer will follow progressive discipline in all cases except in cases of gross misconduct. Just cause will be followed for all cases of discipline.

*Ad 6/30/22*

A. Discipline For Performance

If the cause relates to performance, the employee shall not be discharged unless the immediate supervisor or if the immediate supervisor is not available, the next available supervisor in the chain of command, has provided counseling and a written evaluation of performance, including a statement of action required to remove the deficiency and the employee is given a reasonable period to improve performance. This statement should be entitled "Corrective Action Plan."

B. Discipline For Misconduct

If the discipline is for misconduct, the District will follow progressive discipline wherever appropriate, but may, as necessary, skip certain steps. The progressive discipline that the District may utilize includes, but is not limited to, the following steps: (1) verbal warning; (2) verbal written warning; (3) written warning; (4) suspension and/or final written warning; and (5) termination. If the employee has engaged in a serious violation of procedures or policy, the District is not required to follow progressive discipline and may move immediately to termination. Employees have the right to grieve a disciplinary action.

If after a one (1) year period of time following the issuance of the discipline there has been no other discipline imposed on the employee, the disciplinary notice shall be sealed within the employee's personnel file.

C. Disciplinary Timeline



Hazel Hawkins  
MEMORIAL HOSPITAL

To: San Benito Health Care District Board of Directors  
From: Heidi Quinn, General Counsel  
Date: December 21, 2022  
Re: Exempt Surplus Land - 190 Maple Street, Hollister, CA; APN 051-090-027

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**Recommendation:** Adopt Resolution No. 2022-23, declaring that certain real property commonly known as 190 Maple Street, Hollister, California, owned by the San Benito Health Care District (“District”), is exempt surplus land necessary for the agency’s use pursuant to Government Code sections 54221(f)(1)(J) and 54221(c)(2)(b)(i) and finding that such declaration is exempt from environmental review under the California Environmental Quality Act.

**Background:** The District owns in fee simple a parcel of real property commonly known as 190 Maple Street in Hollister, identified by San Benito County as Assessor Parcel Number 051-090-027 (“Property”). The property is located in the North Gateway Zoning District, which is a commercial zone intended for large scale retail commercial uses, office parks and service-oriented businesses; it is currently vacant. At a special meeting on December 8, 2022, the Board of Directors determined the District could not utilize the Property, determined the Property should be disposed of for the purpose of generation of revenue, and directed the Property be listed for sale.

In anticipation of the sale, the District must comply with the Surplus Land Act, set forth at Government Code sections 54220-54234 (“Act”). The Act is a “right of first refusal” law that requires all local agencies to offer surplus land for sale or lease to affordable home developers and certain other entities before selling or leasing the land to any other individual or entity. This is a relatively new law, coming into effect in 2020, with amendments in 2021.

The Act defines “surplus land” as “[...] land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring the land surplus and is not necessary for the agency’s use” (Cal. Gov. Code § 54221(b)(1)). Land must be declared either surplus land or exempt surplus land, as supported by written findings, before the District may take any action to dispose of it.

Under the Act, exempt surplus land means land that is described under any subdivision of section 54221(f)(1) of the Act. Under section 54221(f)(1)(J) of the Act, real property that is used by a district for the agency’s use as

expressly authorized in subdivision (c) of section 54221 is exempt surplus land. Section 54221(c)(2)(B)(i) of the Act provides that in the case of a local agency that is a district (excepting those whose primary mission or purpose is to supply the public with a transportation system, which is not the case for the Agency) "agency's use" may include "commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development" or may "be for the sole purpose of investment or generation of revenue" provided that the District's governing body takes action in a public meeting declaring that the use of the site will "[d]irectly further the express purpose of agency work or operations".

**Analysis.** Pursuant to Cal. Health & Safety Code section 32121, the District has the power to purchase, receive, have, take, hold, lease, use, and enjoy property of every kind and description within and without the limits of the District, and to control, dispose of, convey, and encumber the same and create a leasehold interest in the same for the benefit of the District. Section 32121.2 provides the District Board may authorize the disposition of any surplus property of the District at fair market value by any method determined appropriate by the Board.

The Property is zoned for commercial use, and is suitable to be sold or leased by the District for commercial use and activities for the purpose of generation of revenue. The revenue from any sale or lease of the Property will be realized by the District, which owns the Property in fee simple. District staff has determined that use of the Property to generate revenue will directly further the express purpose of the District's work or operations, and constitutes "agency's use" within the meaning of section 54221(c)(2) of the Act. As such, the Property may be leased or sold to generate revenue, which in turn will be used by the District to fund continued operations.

At a regular public meeting, the Board must adopt a Resolution setting forth the necessary findings and direct the Clerk of the Board to submit the Resolution to the California Department of Housing and Community Development for review.

The Board's action is exempt from review under the California Environmental Quality Act (Public Resources Code section 21000 *et seq.* ("CEQA")) pursuant to 14 Cal. Code of Regulations section 15061(b)(3), because it can be seen with certainty that there is no possibility that declaring the Property exempt surplus land may have a significant effect on the environment because such declaration is only a preliminary step before any disposition.

RESOLUTION NO. 2022-23

OF THE BOARD OF DIRECTORS OF  
SAN BENITO HEALTH CARE DISTRICT

DECLARING THAT CERTAIN REAL PROPERTY AT 190 MAPLE STREET OWNED BY THE DISTRICT IDENTIFIED BY SAN BENITO COUNTY AS ASSESSOR PARCEL NUMBER 051-090-027 (“PROPERTY”) IS EXEMPT SURPLUS LAND NECESSARY FOR THE AGENCY’S USE PURSUANT TO GOVERNMENT CODE SECTIONS 54221(f)(1)(J) AND 54221(c)(2)(B)(i) AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECITALS

WHEREAS, the San Benito County Health Care District (“District” or “Agency”) is the owner in fee simple of certain real property commonly known as 190 Maple Street, Hollister, California, and identified by San Benito County as Assessor Parcel Number 051-090-027 (“Property”); and

WHEREAS, under the Surplus Land Act, Government Code sections 54220-54234, as amended by Assembly Bill 1486 (“Act”), surplus land is land owned in fee simple by the District for which the District’s Board of Directors takes formal action in a regular public meeting declaring the land is surplus and not necessary for Agency’s use. Land must be declared either surplus land or exempt surplus land, as supported by written findings, before the District may take any action to dispose of it; and

WHEREAS, under the Act, exempt surplus land means land that is described under any subdivision of section 54221(f)(1) of the Act; and

WHEREAS, under section 54221(f)(1)(J) of the Act, real property that is used by a district for the agency’s use as expressly authorized in subdivision (c) of section 54221 is exempt surplus land; and

WHEREAS, section 54221(c)(2)(B)(i) of the Act provides that in the case of a local agency that is a district (excepting those whose primary mission or purpose is to supply the public with a transportation system, which is not the case for the Agency) “agency’s use” may include “commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development” or may “be for the sole purpose of investment or generation of revenue” provided that the District’s governing body takes action in a public meeting declaring that the use of the site will “[d]irectly further the express purpose of agency work or operations”; and

WHEREAS, pursuant to Cal. Health & Safety Code section 32121, the District has the power to purchase, receive, have, take, hold, lease, use, and enjoy property of every kind and description within and without the limits of the District, and to control, dispose of, convey, and encumber the same and create a leasehold interest in the same for the benefit of the District; and

WHEREAS, pursuant to Cal. Health & Safety Code section 32121.2, the Board may authorize the disposition of any surplus property of the District at fair market value by any method determined appropriate by the Board; and

WHEREAS, District staff has determined the Property is located in the North Gateway Zoning District, which is a commercial zone intended for large scale retail commercial uses, office parks and service-oriented businesses; and

WHEREAS, District staff has determined that use of the Property to generate revenue will directly further the express purpose of the District's work or operations, and constitutes "agency's use" within the meaning of section 54221(c)(2) of the Act. The Property may be leased or sold to generate revenue, which in turn will be used by Agency to fund continued operations; and

WHEREAS, section 54222.3 of the Act provides that Agency may dispose of property declared exempt surplus land without further regard to the requirements of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD AS FOLLOWS:

**SECTION 1. Recitals.** The foregoing recitals are true, correct and a substantive part of this Resolution. The accompanying staff report is incorporated herein and is also a substantive part of this Resolution.

**SECTION 2. Declaration of Exempt Surplus Land.** Based upon the above-stated Recitals, and pursuant to sections 54221(f)(1)(J) and 54221(c)(2)(B)(i) of the Act, the Board of Directors hereby declares that the Property described and identified in Exhibit "A" is exempt surplus land. The Board of Directors hereby finds as follows:

- A. The Property is located in the North Gateway zoning district and is suitable to be sold or leased by the District for commercial use and activities, for the purpose of generation of revenue. The revenue from any sale or lease of the Property will be realized by the District, which owns the Property in fee simple.
- B. Revenue from any lease of the Property or the sale of all or portions of the Property, should either *occur*, will further the express purpose of Agency's work or operations.

**SECTION 3.** This Resolution is exempt from review under the California Environmental Quality Act (Public Resources Code section 21000 *et seq.* ("CEQA")) pursuant to 14 Cal. Code of Regulations, section 15061(b)(3), because it can be seen with certainty that there is no

possibility that declaring the Property exempt surplus land may have a significant effect on the environment because such declaration is only a preliminary step before any disposition.

**SECTION 4.** The District Chief Executive Officer or designee is authorized to do all things that they deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed.

**SECTION 5. Certification.** The District Clerk of the Board shall certify to the adoption of this Resolution and shall send a copy of this Resolution to the State of California Department of Housing and Community Development.

**SECTION 6.** This Resolution shall take effect immediately upon its adoption.

Dated: \_\_\_\_\_, 2022

AYES: \_\_\_\_

NOS: \_\_\_\_

ABSENCES: \_\_\_\_

ABSENT: \_\_\_\_

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Board Member  
San Benito Health Care District

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RESOLUTION NO. 2022-24

OF THE BOARD OF DIRECTORS OF  
SAN BENITO HEALTH CARE DISTRICT

APPROVING AND AUTHORIZING A LISTING AGREEMENT FOR SALE OF  
REAL PROPERTY LOCATED AT 190 MAPLE STREET OWNED BY THE  
DISTRICT IDENTIFIED BY SAN BENITO COUNTY AS ASSESSOR PARCEL  
NUMBER 051-090-027

**RECITALS**

WHEREAS, the San Benito County Health Care District (“District”) is the owner in fee simple of certain real property commonly known as 190 Maple Street, Hollister, California, and identified by San Benito County as Assessor Parcel Number 051-090-027 (“Property”); and

WHEREAS, pursuant to Cal. Health & Safety Code section 32121, the District has the power to control, dispose of, convey, and encumber the same and create a leasehold interest in the same for the benefit of the District; and

WHEREAS, pursuant to Cal. Health & Safety Code section 32121.2, and Bylaws Article III, the District Board of Directors (“Board”) may authorize the disposition of any surplus property of the District at fair market value by any method determined appropriate by the Board; and

WHEREAS, pursuant to Government Code sections 54221(f)(1)(J) and 54221(c)(2)(B)(i) of the Surplus Land Act, the Board determined that the Property is exempt surplus land; and

WHEREAS, on December 8, 2022, the Board provided direction to staff to take steps to sell the Property; and

WHEREAS, Intero Real Estate Services, Inc. desires to assist District in the sale of such Property, and has presented District staff with a Commercial Listing Agreement; and

WHEREAS, enactment of this Resolution does not constitute a “project” under California Environmental Quality Act (CEQA) Guideline Section 15378, because it has no potential to result in physical change in the environment, directly or indirectly.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD AS FOLLOWS:

**SECTION 1.** The foregoing recitals are true, correct and a substantive part of this Resolution. The accompanying staff report is incorporated herein and is also a substantive part of this Resolution.

**SECTION 2.** The Board of Directors hereby authorizes District staff to execute a Commercial Listing Agreement with Intero Real Estate Services, Inc. for sale of the Property.

**SECTION 3.** The District Chief Executive Officer, Mary Casillas, or designee is authorized to take all actions that they deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption.

Dated: \_\_\_\_\_, 2022

AYES: \_\_\_\_

NOS: \_\_\_\_

ABSENTIONS: \_\_\_\_

ABSENT: \_\_\_\_

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Board Member  
San Benito Health Care District

**RESOLUTION NO. 2022-22**

**A RESOLUTION FIXING THE TIMES AND DATES OF THE REGULAR MEETINGS OF THE SAN BENITO HEALTH CARE DISTRICT BOARD OF DIRECTORS, FROM FEBRUARY 23, 2023 THROUGH JANUARY 25, 2024**

**WHEREAS**, the practice of meeting once a month at **five o'clock p.m.** is valuable and should be continued;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN BENITO HEALTH CARE DISTRICT** that the times for holding regular meetings of the Board of Directors for the San Benito Health Care District beginning Thursday, February 23, 2023, be and the same are hereby fixed at five o'clock p.m., on each of the following days, to wit:

*The Board of Directors for the San Benito Health Care District  
Has fixed 5:00 p.m. on each of the following days:*

**2023**  
**THURSDAY**

**2024**  
**THURSDAY**

February 23

January 25

March 23

April 27

May 25

June 22

July 27

August 24

September 28

October 26

November 16

December 21

San Benito Health Care District  
Resolution No. 2022-22  
December 21, 2022  
Page 2

**BE IT FURTHER RESOLVED** that nothing in this resolution shall be construed as preventing the calling of a special meeting of the Board of Directors of the San Benito Health Care District at any time as provided by the Ralph M. Brown Act and the laws of the State of California.

**BE IT FINALLY RESOLVED** that the special rule be, and hereby is adopted, to the effect that when there is a complex question or matter embracing more than one question before the Board for consideration, any board member, as a right, may demand the division of such questions.

**PASSED BY THE BOARD OF DIRECTORS** this 21<sup>st</sup> day of December 2022, by the following vote:

	Hernandez	Johnson	Pack	Sanchez	Shelton
Ayes					
Noes					
Abstain					
Absent					

---

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

RESOLUTION NO 2022-22

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# Hazel Hawkins

MEMORIAL HOSPITAL



[www.hazelhawkins.com](http://www.hazelhawkins.com)

# Quality & Regulatory Compliance & Risk Management

**Monica Hamilton, MHA, BSN, RN, CPHQ**  
**Clinical Quality Services Director**

# Quality: Integral to Our Mission & Vision



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

# Regulations and Mandates

- Centers for Medicare and Medicaid Services (CMS)
- The Joint Commission (TJC)
- California Department of Public Health (CDPH)
- Board of Directors Bylaws (BOD)
- Medical Staff Bylaws

# CMS Condition of Participation



- The hospital must develop, implement, and maintain an effective, ongoing, hospital-wide, data-driven quality assessment and performance improvement program.
- The program must show measurable improvement in indicators for which there is evidence that it will improve health outcomes and identify and reduce medical errors.
- The hospital must use the data collected to monitor the effectiveness and safety of services and quality of care; and identify opportunities for improvement and changes that will lead to improvement.

# CMS Conditions of Participation



§ 482.12 (a)(5)

Ensure that the medical staff is  
accountable to the governing body for  
the quality of care provided to patients.

# The Joint Commission

MS.05.01.01

The medical staff has a leadership role in the organization performance improvement activities to improve quality of care, treatment, services and patient safety.



# California Code of Regulations

## Title 22 Article 7 § 70701 Governing Body

- Assure that medical staff bylaws are subject to governing body approval
- These bylaws shall include an effective formal means for the medical staff to participate in the development of all hospital policy.

# Quality Program Components

- Healthcare Metrics
- Performance Improvement
- Infection Prevention
- Risk Management
- Peer Review
- Patient Experience
- Accreditation



# Quality & Patient Safety Goals

- Optimal Patient Outcomes
- Reduce Patient Harm
- Patient Centered Care
- High Reliability Organization
- Accreditation & Licensure
- Just Culture
- Continual Learning



# Patient Safety Culture

- Non- Punitive Reporting of Events
- Eradicate intimidating behaviors
- Blame Free
- Systems thinking
- Learning Environment



# Quality & Patient Safety Data

- Measure Meaningful & Actionable data
- Observe for trends
- Take action
- Monitor
- Standardize
- Transparency



# Hospital Licensure & Accreditation

- **California Department of Public Health (CDPH)**
  - General Acute Care Relicensing Survey
  - CMS Conditions of Participation Standards
  - Survey Every 3 years
- **The Joint Commission (TJC)**
  - Hospital Accreditation Using TJC Specific Standards
  - Greater than 600 Standards and 3,000 Elements of Performance
  - Survey Every 3 years



Hazel Hawkins  
MEMORIAL HOSPITAL

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Providing Quality  
Health Care Services  
Since 1907





# Quality and Patient Safety

## Our Quality Commitment

Hazel Hawkins Memorial Hospital is dedicated to the people of San Benito County to provide emergency, trauma, medical, surgical, skilled nursing, and outpatient clinic care to each of our patients. Our team consists of dedicated leaders, physicians, nurses, staff, and volunteers who are committed to delivering high quality and safe patient care.

Hazel Hawkins Memorial Hospital is accredited by The Joint Commission (TJC) that is globally recognized as a symbol of quality, which reflects our commitment to compliance with TJC quality and safety standards.

Thank you!