TRI-CITY HEALTHCARE DISTRICT AGENDA FOR A REGULAR MEETING October 31, 2019 – 3:00 o'clock p.m. Assembly Room 1 - Eugene L. Geil Pavilion Open Session – Assembly Rooms 2 & 3 4002 Vista Way, Oceanside, CA 92056

The Board may take action on any of the items listed below, unless the item is specifically labeled "Informational Only"

	Agenda Item	Time Allotted	Requestor
1	Call to Order	3 min.	Standard
2	Approval of agenda		
3	Public Comments – Announcement Members of the public may address the Board regarding any item listed on the Closed Session portion of the Agenda. Per Board Policy 19-018, members of the public may have three minutes, individually, to address the Board of Directors.	3 min.	Standard
4	Oral Announcement of Items to be Discussed During Closed Session (Authority: Government Code, Section 54957.7)		
5	Motion to go into Closed Session		
6	Closed Session	30 min.	
	a. Conference with Legal Counsel – Potential Litigation (Authority: Government Code, Section 54956.9(d) 2 (1 Matter)		
	b. Hearings on Reports of the Hospital Medical Audit or Quality Assurance Committees (Authority: Health & Safety Code, Section 32155)		
	c. Approval of prior Closed Session Minutes		
7	Motion to go into Open Session		
8	Open Session		
	Open Session – Assembly Room 3 – Eugene L. Geil Pavilion (Lower Level) and Facilities Conference Room –3:30 p.m.		
9	Report from Chairperson on any action taken in Closed Session (Authority: Government Code, Section 54957.1)		
10	Roll Call / Pledge of Allegiance	3 min.	Standard

Note: Any writings or documents provided to a majority of the members of Tri-City Healthcare District regarding any item on this Agenda will be made available for public inspection in the Administration Department located at 4002 Vista Way,

Oceanside, CA 92056 during normal business hours.

Note: If you have a disability, please notify us at 760-940-3347 at least 48 hours prior to the meeting so that we may provide reasonable accommodations.

	Agenda Item	Time Allotted	Requestor
11	Public Comments – Announcement Members of the public may address the Board regarding any item listed on the Board Agenda at the time the item is being considered by the Board of Directors. Per Board Policy 19-018, members of the public may have three minutes, individually, to address the Board of Directors. NOTE: Members of the public may speak on any item not listed on the Board Agenda, which falls within the jurisdiction of the Board of Directors, immediately prior to Board Communications.	2 min.	Standard
12	Special Recognition a) Life Sharing "Platinum Recognition Award for 2019"	5 min.	CNE
13	TCHD Foundation – Jennifer Paroly, President	5 min.	Standard
14	Educational Presentation –		
	Finance 101 – Ray Rivas, Chief Financial Officer	15 min.	CFO
15	TCHD Auxiliary – Jeff Marks, President	10 min.	Standard
16	September 2019 Financial Statement Results	10 min.	CFO
17	New Business - None		
18	Old Business – None		
19	Chief of Staff Consideration of October 2019 Credentialing Actions and Reappointments Involving the Medical Staff and Allied Health Professionals as recommended by the Medical Executive Committee on October 28, 2019.	5 min.	Chief of Staff
20	Consideration of Consent Calendar	5 min.	Standard
	Administrative & Board Committees (1) All Committee Chairs will make an oral report to the Board regarding items being recommended if listed as New Business or pulled from Consent Calendar.		
	(2) All items listed were recommended by the Committee.		!
	(3) Requested items to be pulled <u>require a second</u> .]	
	(1) Administrative Committee		
	 a) Patient Care Policies & Procedures 1) Cardioversion, Elective Procedure 2) Disaster Call Back List Policy (DELETE) 3) Private Duty Staff, Patient Acquired Policy 4) Staffing Requirements, Development of Policy (DELETE) 5) Unidentified or Confidential Patient 		
	b) Administrative Policies & Procedures1) New Hire Orientation – 457		

Agenda Item	Time Allotted	Requestor
c) Food & Nutrition 1) Food Allergens 2) NPO Status 3) Nutrition Education of Patients (DELETE)		
d) Intensive Care Unit 1) Continuous Renal Replacement Therapy (CRRT) – Slow Low Extended Dialysis (SLED) Procedure	€	
e) NICU 1) Pain Management, Neonates & Infants		
 f) Rehabilitation 1) Documentation of Progress Note and Discharge 2) Hydroworx Pool Contamination 3) Hydroworx Therapy Pool – General Operations 4) Productivity Reporting System 		
g) Women and Newborn Services1) Infant Safety and Security		
(2) Board Committees		
A. Community Healthcare Alliance Committee Director Chavez, Committee Chair Open Community Seats 0 - (Committee minutes included in Board Agenda packet for informational purposes)		CHAC Comm.
1) Approval of Mary Lou Clift to a two-year term on the Community Healthcare & Alliance Committee (Vista resident).		
 Approval of Gwen Sanders to a two-year term on the Community Healthcare & Alliance Committee (Oceanside resident). 		
 Approval of Jacqueline Simon to a two-year term on the Community Healthcare & Alliance Committee (Carlsbad resident). 		
B. Finance, Operations & Planning Committee Director Nygaard, Committee Chair Open Community Seats – 0 (Committee minutes included in Board Agenda packet for informational purposes.)		FO&P Comm.
 Approval of an agreement with Dr. Yuan Hwang Lin as the Medical Director for the Cardiovascular Health Institute for a term of 12 months beginning September 1, 2019 – August 31, 2020, not to exceed an average of 12 hours per month or 144 hours annually, at an hourly rate of \$210 for an annual and term cost of \$30,240. 		
 Approval of an agreement with Dr. Yuan Hwang Lin as a Cardiovascular Health Institute – Operations Committee member for a term of 12 months, beginning September 1, 2019 – August 31, 2020, not to exceed two hours per month 		

Agenda Item	Time Allotted	Requestor
at an hourly rate of \$210, for an annual and term cost of \$5,020.		
 Approval of an agreement to add Dr. Arash Calafi to the currently existing Panel Agreement for ED On-Call Coverage- Orthopedics for a term of 12 months, beginning November 1, 2019 through October 31, 2020. 		
 Approval of an agreement with Matheson Tri-Gas, Inc. for a bulk oxygen supplier agreement for approximately \$286,560 (based on consumption) for a term of 3-years. 		
5) Approval of an agreement with Stericycle for regulated medical waste disposal and sharps disposal management for a term of 60 months, beginning October 1, 2019 through September 30, 2024, for an annual cost of \$82,680 and a total cost for the term of \$413,400.		
6) Approval of an agreement with Crothal Laundry Services for all of TCHD's linen/laundry services for a term of 36 months beginning October 1, 2019 through September 30, 2022, for an annual cost of \$750,000 and a total cost for the initial 36 months term, not to exceed \$2.25M.		
C. Professional Affairs Committee Director Reno, Committee Chair (No meeting held in October, 2019)		PAC
D. Audit, Compliance & Ethics Committee Director Schallock, Committee Chair Open Community Seats – 1 (Committee minutes included in Board Agenda packet for informational purposes)		Audit, Comp. Ethics Comm
 Business Associate Agreement – 511 Compliance Officer – 535 (DELETE) Disclosure of Information to Public and Media - 524 		
E. Ad Hoc Board Bylaw & Policies Committee (Policy Number & Minor Changes Unless Noted as Revised)		
1) Approval of TCHD Bylaws		
2) Approval of Board Policies:		
 a) 19-008 – Records Retention b) 19-013 – Policies & Procedures Including Bidding Regulations Governing Purchases of Supplies and Equipment, Procurement of Professional Services and Bidding for Public Works Contracts c) 19-045 – Philanthropic Naming Policy 		
(3) Minutes – Approval of:		Standard
September 26, 2019 - Regular Meeting October 24, 2019 - Special Meeting		

	Agenda Item	Time Allotted	Requestor
	(4) Meetings and Conferences - None		
	(5) Dues and Memberships –		
	a) California Special District's Association 2020 Renewal - \$7,615.00		
21	Discussion of Items Pulled from Consent Agenda	10 min.	Standard
22	Reports (Discussion by exception only) (a) Dashboard – Included (b) Construction Report – None (c) Lease Report – (September, 2019) (d) Reimbursement Disclosure Report – (September, 2019) (e) Seminar/Conference Reports – None	0-5 min.	Standard
23	Comments by Members of the Public NOTE: Per Board Policy 19-018, members of the public may have three (3) minutes, individually and 15 minutes per subject, to address the Board on any item not on the agenda.	5-10 minutes	Standard
24	Comments by Chief Executive Officer	5 min.	Standard
25	Board Communications (three minutes per Board member)	18 min.	Standard
26	Report from Chairperson	3 min.	Standard
27	Total Time Budgeted for Open Session	1.5 hours	
28	Adjournment		



TRI-CITY MEDICAL CENTER MEDICAL STAFF INITIAL CREDENTIALS REPORT October 9, 2019

Attachment A

INITIAL APPOINTMENTS (Effective Dates: 11/01/2019 - 10/31/2021)

Any items of concern will be "red" flagged in this report. Verification of licensure, specific training, patient care experience, interpersonal and communication skills, professionalism, current competence relating to medical knowledge, has been verified and evaluated on all applicants recommended for initial appointment to the medical staff. Based upon this information, the following physicians have met the basic requirements of staff and are therefore recommended for appointment effective 11/01/2019 through 10/31/2021:

- BHALLA-REGEV. Sandhya MD/Internal Medicine (Elizabeth Hospice)
- BOWLING. Anna MD/Anesthesiology (ASMG)
- BROOKS. Jeffrey DPM/Podiatry (Oceanside Foot & Ankle Center)
- FIALLO, Alfredo MD/Anesthesiology (ASMG)
- KRAMER, Melissa MD/Pediatrics (Childrens Primary Care Medical Group)
- McMULLEN. Meredith MD/OB/GYN (Kaiser Permanente)
- PATTENGILL, Catherine MD/OB/GYN (Kaiser Permanente)
- REYNOLDS, Alexandra MD/Anesthesiology (ASMG)
- SNELL, Christopher MD/Anesthesiology (ASMG)
- ZACHRY. Alison MD/Pediatrics (North County Health Services)



TRI-CITY MEDICAL CENTER MEDICAL STAFF CREDENTIALS REPORT – 1 of 2 October 9, 2019

Attachment B

BIENNIAL REAPPOINTMENTS: (Effective Dates 11/01/2019 - 10/31/2021)

Any items of concern will be "red" flagged in this report. The following application was recommended for reappointment to the medical staff office effective 11/01/2019 through 10/31/2021, based upon practitioner specific and comparative data profiles and reports demonstrating ongoing monitoring and evaluation, activities reflecting level of professionalism, delivery of compassionate patient care, medical knowledge based upon outcomes, interpersonal and communications skills, use of system resources, participation in activities to improve care, blood utilization, medical records review, department specific monitoring activities, health status and relevant results of clinical performance:

- BANSEL. Preeti. MD/Pediatric Ophthalmology/Refer and Follow
- BROWN, Dorothy, MD/Emergency Medicine/Active
- BUI. Hanh. MD/Cardiology/Active
- CIZMAR. Branislav. MD/Obstetrics & Gynecology/Refer and Follow
- DANG, Paul, MD/Internal Medicine/Active
- FLORES, Edna, MD/Oncology/Provisional
- GUALBERTO, Garv. MD/Neurology/Active Affiliate
- HALIM. Neil. MD/Family Medicine/Refer and Follow
- HALL, Andrew, MD/Internal Medicine/Refer and Follow
- HARDY, Tyrone, MD/Neurological Surgery/Active
- HOKE, Eileen, MD/Neonatology/Provisional
- HOTCHKISS IV. John. MD/Teleradiology/Provisional
- KLEIN, Martina, MD/Psychiatry/Provisional
- LEVINE. Neil. MD/Internal Medicine/Refer and Follow
- LLOYD. Amanda. MD/Dermatology/Refer and Follow
- MALHIS. Safouh. MD/Pulmonary/Active
- MALHOTRA, Kavin, MD/Teleradiology/Provisional
- MATAYOSHI. Amv. MD/Nephrology/Active



TRI-CITY MEDICAL CENTER MEDICAL STAFF CREDENTIALS REPORT – 1 of 2 October 9, 2019

Attachment B

- MURPHY. Carmel. MD/Pediatrics/Active
- PARK. Ronald. MD/Pediatrics/Active
- PASHMFOROUSH, Mohammad, MD/Cardiology/Active
- SAINI. Arvind. MD/Ophthalmology/Active
- SHAHIDI-ASL, Mahnaz, MD/Pathology/Active
- VAYSER, Dean, DPM/Wound Care/Provisional
- ZAVERI, Maulik, MD/Ophthalmology/Active Affiliate

RESIGNATIONS: (Effective date 10/31/2019 unless otherwise noted)

Automatic:

Voluntary:

- AMANI. Ramin. MD/Pediatrics
- BHASKER, Kala, MD/Family Medicine
- HOSSEINI, Ava, MD/General Surgery
- KHALILI. Michael. MD/Teleradiology
- MANNIS. Steven. MD/Clinical Research Physician



TRI-CITY MEDICAL CENTER CREDENTIALS COMMITTEE REPORT – Part 3 of 3 October 9, 2019

PROCTORING RECOMMENDATIONS (Effective 11/1/2019, unless otherwise specified)

• CORNELISSEN. Christopher MD Anesthesiology

• FISCHER, Andrew MD Emergency Medicine

LIN. Yuan MD <u>Cardiothoracic Surgery</u>

• PENRY, Jackson MD Radiology

SEIF. loseph MD Anesthesiology

URBANIC. James MD Oncology



TRI-CITY MEDICAL CENTER MEDICAL STAFF CREDENTIALS REPORT – Part 2 of 3 October 9, 2019

REQUEST FOR EXTENSION OF PROCTORING REQUIREMENT

The following practitioners were given six months from the last reappointment date to complete their outstanding proctoring, and given an additional six month period after that one. These practitioners failed to meet the proposed deadline and are approved for an additional 6 months to complete their proctoring for the privileges listed below. Failure to meet the proctoring requirement by **April 30, 2020** would result in these privileges automatically relinquishing.

D'SOUZA, Gehaan, MD

Plastic Surgery

• GENTILUOMO. Jesse. MD

Emergency Medicine

YAKHNENKO, Ilya, MD

Internal Medicine

<u>AUTOMATIC RELINQUISHMENT OF PRIVILEGES (Effective 9/30/2019, unless otherwise specified)</u>

The following practitioners were given 13 months from the last reappointment date to complete their outstanding proctoring. These practitioners failed to meet the proposed deadline and therefore the listed privileges will automatically expire as of October 31, 2019.

• CLARKSON, Chuniai, MD

Obstetrics & Gynecology

• GANDHI, Dhruvil, MD

General and Vascular Surgery

• GROVE, Jav. MD

General Surgery

NGUYEN, Vu, MD

Dermatology

PENRY, Jackson, MD

Radiology

• RUELAZ. Robert. MD

Cardiology

ADDITIONAL PRIVILEGE REQUEST (Effective 11/1/2019, unless otherwise specified)

The following practitioners requested the following privilege(s) and met the initial criteria for the privilege(s):

PERKOWSKI. David MD

Cardiothoracic Surgery

STAFF STATUS CHANGE

The following practitioners requested the following change to their staff status; request has been signed off by the Department/Division/Specialty Chief:

• FISCHER. Andrew MD

Emergency Medicine

PERKOWSKI, David MD

Cardiothoracic Surgery



TRI-CITY MEDICAL CENTER INTERDISCIPLINARY PRACTICE COMMITTEE REPORT – Part 3 of 3 October 22, 2019

Attachment C

PROCTORING RECOMMENDATIONS (Effective 10/31/2019, unless otherwise specified)

• BISHOP, Leslie NP Allied Health Professional

• <u>DEMASCO. Michael PA</u> <u>Allied Health Professional</u>

FISHER-GAMEZ, Lori NP. RNFA
Allied Health Professional

• LUU. Jackie PA Allied Health Professional



TRI-CITY MEDICAL CENTER INTERDISCIPLINARY PRACTICE COMMITTEE REPORT October 22, 2019

Attachment A

INITIAL APPOINTMENTS (Effective Dates: 11/01/2019 - 10/31/2021)

Any items of concern will be "red" flagged in this report. Verification of licensure, specific training, patient care experience, interpersonal and communication skills, professionalism, current competence relating to medical knowledge, has been verified and evaluated on all applicants recommended for initial appointment to the medical staff. Based upon this information, the following physicians have met the basic requirements of staff and are therefore recommended for appointment effective 11/01/2019 through 10/31/2021:

- BIERMAN, Andrew NP/Allied Health Professional (The Neurology Center)
- EGGEMEIER, Sara CNM/Allied Health Professional (No. County Health Svcs.)
- KREIFELDT. Kimberly PA-C/Allied Health Professional (On Call)
- LISTER, Crystal CNM/Allied Health Professional (No. County Health Svcs.)
- TRICARICO, Jacqueline PA-C/Allied Health Professional (TeamHealth)



TRI-CITY MEDICAL CENTER

INTERDISCIPLINARY PRACTICE REAPPOINTMENT CREDENTIALS REPORT - 1 of 1 October 22, 2019

Attachment B

BIENNIAL REAPPRAISALS: (Effective Dates 11/01/2019 - 10/31/2021)

Any items of concern will be "red" flagged in this report. The following application was recommended for reappointment to the medical staff office effective 11/01/2019 through 10/31/2021, based upon practitioner specific and comparative data profiles and reports demonstrating ongoing monitoring and evaluation, activities reflecting level of professionalism, delivery of compassionate patient care, medical knowledge based upon outcomes, interpersonal and communications skills, use of system resources, participation in activities to improve care, blood utilization, medical records review, department specific monitoring activities, health status and relevant results of clinical performance:

• HUNT, Cris. AuD/Allied Health Professional

UPDATE TO PREVIOUS REAPPOINTMENT:

• VARNER. Alicia. OT/Allied Health Professional

ANNUAL EVALUATIONS: The following providers have received annual evaluations and have been recommended for continued AHP membership.

- Ahumada, Alejandro G., AuD
- Brady, Kristina C., AuD
- Brown, Kaley M., PAC
- Brownsberger, Richard N., PAC
- Carnelian, Alissa A., AuD, CNIM
- Coco, Kathleen M., CNM
- Cowan, John W., PAC
- Fazzino, Dolores L., NP, RNFA
- Franz, Cortney D., FNP
- Frost, Robert, PAC
- Guthrie, Lesli A., AuD
- Hamilton Jr., James N., PAC
- Jenkins-Sebastiani, Christina L., AuD
- Karver-Christenson, Elyse S., CNM
- Kimber, James H., PAC
- McNally, Paul D., NP
- Memeo, Kelly L., NP
- Pregerson, Heather A., PAC
- Savic, Jessica, PA
- Taylor, Phyllis J., NP
- Vierra, Erin, NP
- Wallace, Stephanie, PAC



TRI-CITY MEDICAL CENTER INTERDISCIPLINARY PRACTICE REAPPOINTMENT CREDENTIALS REPORT – 1 of 1 October 22, 2019

Attachment B

RESIGNATIONS: None



TRI-CITY MEDICAL CENTER INTERDISCIPLINARY PRACTICE COMMITTEE REPORT - Part 2 of 3 October 22, 2019

REQUEST FOR EXTENSION OF PROCTORING REQUIREMENT

The following practitioners were given six months from the last reappointment date to complete their outstanding proctoring, and are requesting an additional six month extension. These practitioners failed to meet the proposed deadline and are approved for an additional 6 months to complete their proctoring for the privileges listed below. Failure to meet the proctoring requirement by **April 30, 2020** would result in these privileges automatically relinquishing.

• ALLEN, Matthew, PA-C Allied Health Professional

BROWNSBERGER, Richard, PA-C
 Allied Health Professional

• SCHILLINGER, Stephan, PA-C
Allied Health Professional





ADMINISTRATION REVIEW CONSENT AGENDA October 2nd, 2019

CONTACT: Barbara Vogelsang, CNE

	Policies and Procedures	Reason	Recommendations
Da	tient Care Services Policies & Procedures	Reason	Recommendations
Га	tient Care Services Policies & Procedures	2 Vees Deview	
1.		3 Year Review, Practice Change	Forward to the Board for approval
2.	Disaster Call Back List Policy	DELETE	Forward to the Board for approval
3.	Private Duty Staff, Patient Acquired Policy	3 Year Review	Forward to the Board for approval
4.	Policy	DELETE	Forward to the Board for approval
5.	Unidentified or Confidential Patient	3 Year Review	Forward to the Board for approval
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Ad	Iministrative Policies & Procedures		
1.	New Hire Orientation - 457	3 Year Review, Practice Change	Forward to the Board for approval
_			
	od & Nutrition		
1.	Food Allergens	3 Year Review, Practice Change	Forward to the Board for approval
2.	NPO Status	3 Year Review	Forward to the Board for approval
3.	Nutrition Education of Patients	DELETE	Forward to the Board for approval
Int	ensive Care Unit		
	Continuous Renal Replacement Therapy (CRRT)-Slow Low Extended Dialysis (SLED) Procedure	3 Year Review, Practice Change	Forward to the Board for approval
NI	<u>6U</u>		
1.	Pain Management, Neonates & Infants	3 Year Review, Practice Change	Forward to the Board for approval
Re	habilitation		
1.		3 Year Review	Forward to the Board for approval
2.	Hydroworx Pool Contamination	3 Year Review	Forward to the Board for approval
	Hydroworx Therapy Pool-General Operations	3 Year Review	Forward to the Board for approval
3.	Productivity Reporting System	3 Year Review	Forward to the Board for approval
3. 4.	Productivity Reporting System	3 Year Review	Forward to the Board for approval
3. 4.	Productivity Reporting System omen and Newborn Services	3 Year Review Practice Change	Forward to the Board for approval Forward to the Board for approval

Tri-City Med	dical Center	Distribution: Patient Care Services
PROCEDURE:	CARDIOVERSION, ELECTIVE (S)	(NCHRONIZED CARDIOVERSION)
Purpose:	To outline the nursing managemen cardioversion	t of adult/adolescent patients undergoing an elective
Supportive Data:	Elective cardioversion is performed	by a physician only.
Equipment: 4.—Defibrillator with functioning syr 2. Multifunction cable and pads 3. Emergency cart 4.—Medications as ordered by phy 5. Transcutaneous pasemaker		sician on bag with mask, and suction equipment

A. POLICY:

- 1. Elective cardioversions will be performed in procedural areas, Intensive Care Unit (ICU), and Telemetry.
- 2. The Registered Nurses' (RNs) role during an elective cardioversion is to assist the physician as ordered.
- 3. Review the following procedures
 - a. Online SkillsElsevier Mosby's skill: Synchronized Cardioversion for detailed nursing responsibilities for pre-intra and post-procedure monitoring and assessment.
 - 3.b. Patient Care Services (PCS) Procedure: Sedation/Analgesia Used During Therapeutic or Diagnostic Procedures
- 4. Patient undergoing elective cardioversion-usually-receive-procedural sedation, see Patient Care Services-Procedure: Sedation-Analgesia Used during Therapeutic or Diagnostic Procedures.

B. PROCEDURE:

- CompleteInitiate-Pre-Op/Pre-Procedure Checklist.
- 2. Evaluate laboratory-studies-prior-to-the-procedure-(if-available):
 - a. Electrolyte-levels
 - b. Digoxin-level
- 3. Note any special circumstances:
 - a.—Anticoagulation
 - b. Permanent pacemaker
 - Notify company representative to be present-per-Cardiologist
 - c. Implantable cardioverter defibrillator (ICD)
 - Notify company representative to be present per-Cardielogist
 - d. Potential airway problems
 - e. Medication allergies
- 4. Gather and check all necessary equipment and supplies.
- **5.2.** Notify and request attendance for respiratory therapist for procedure.
- 6.3. Keep patient NPO as ordered.
- Establish patent intravenous access and administer IV solution per physician order using an infusion pump.
- **8.4.** Position the patient in supine position or as ordered by physician.

Patient Care Services Content Expert Department Review	Clinical Policies & Procedures Committee	Nurse Executive CouncilCommittee	Division of Cardiology	Pharmacy & Therapeutics Committee	Medical Executive Committee	Administration	Professional Affairs Committee	Board of Directors
08/00, 03/03, 07/03, 03/04 03/06, 04/09, 05/19	07/11, 01/16, 06/19	08/11, 01/16 , 06/19	10/16 , 08/19	n/a	10/11, 10/16, 09/19	10/19	11/11, 01/17, n/a	12/11, 01/17

Patient Care Services Cardioversion, Elective **Procedure** Page 2 of 2

- 9. Remove loose-fitting dentures, partial plates, or other-mouth-prostheses.
- 10. Administer-exygen to patient as appropriate to the condition.
- 41.5. Ensure suction equipment is readily available.
- 42.6. Place automatic blood pressure cuff on patient and set for desired time intervals.
- 13. Remove all metallic objects from the patient, as they are conductors of electric current and could result in burns.
- 14. Plug the cord-from the defibrillator-into the grounded wall outlet.
- 15. Connect-patient to ECG monitor on defibrillator.
- 46. Select-monitor lead displaying an R wave of sufficient amplitude to-activate the synchronization mode of the defibrillator (Lead-II-preferred).
- 17. Attach multifunction cable-te-defibrillater-and-multifunction pads to cable in accordance with the manufacturer's instructions.
- 18. Place the multifunction pads on the patient (apex/sternum or anterior/posterior) as specified by physician in accordance with the manufacturer's instructions.
- 19. Review patient's status and readiness for procedure.
- 20.7. Administer medications as ordered.
- 21.8. Place defibrillator in synchronization mode. Select energy level as ordered by Physician.
- 22. Turn on ECG and record continuous wave forms.
- 23.9. Assist physician with operating equipment as necessary.
 - a. Turn off oxygen flowmeter during cardioversion to decrease risk of combustion.
 - b. Ensure all personnel are clear of contact with patient, bed, and equipment during actual cardioversion to prevent from being shocked.
 - Post-cardioversion, restart oxygen after electrical discharge completed.
- 24. Monitor for presence of pulse, and observe monitor for conversion of dysrhythmia immediately after discharge of current. If unsuccessful, the procedure may be repeated with a higher energy level.
- 25. Recrient patient to person, place, and time as temporary altered level of consciousness may occur following cardioversion.
- 26. Continue-menitoring per procedural sedation procedure.
- 27. Keep-patient NPO until completely awake.
- 28. Obtain-12 lead ECG as ordered by physician.
- 29. Evaluate patient's skin under multifunction pads for burns.
- 30. Document assessment findings in electronic health record-(EHR).
- 31. Document medications-administered-on-the-electronic medication administration record (MAR).
- 32. Document patient's response to procedure in the medical record.

C. RELATED DOCUMENTS:

- 1. Patient Care Services PCS Procedure: Sedation/-Analgesia Used During Therapeutic or Diagnostic Procedures
- 4.2. Online Elsevier-Skills: Synchronized Cardioversion

D. REFERENCE:

- American Heart Association (AHA). (20165). Advance cardiovascular life support: Indications for cardioversion. p. 116.Cardioversion p. 136-138.
- 2. Beinart, S. (n.d.) Synchronized electrical cardioversion
- Clinical Skills. (2006-2015). Synchronized-cardioversion. Retrieved from Tri-City Medical-Center (TCMC) intranet.
- 4.2. Urden, L., Stacy, K., and Lough, M. (2014). *Critical care nursing: Diagnosis and treatment*. Mosby's Inc, St. Louis: MO



Tri-City Medical Center Oceanside, California

PATIENT CARE SERVICES

DELETE: Policy covered in Emergency Operations Disaster Plan. No longer needed.

ISSUE DATE:

04/03

SUBJECT: Disaster Call Back List

REVISION DATE(S): 04/05, 05/09, 04/12, 10/15

POLICY NUMBER: XI.G

Patient Care Services Content Review Approval:

06/19

Clinical Policies & Procedures Committee Approval:

08/1507/1908/19

Nurseing Executive Committeeuncil Approval:

09/1509/19

Medical Staff Department or Division:

n/a

Pharmacy & Therapeutics Committee Approval:

n/a

Medical Executive Committee Approval:

n/a 10/19

Administration Approval: Professional Affairs Committee Approval:

10/15 n/a

Board of Directors Approval:

10/15

POLICY:

- The Staffing Resource Center shall maintain an up to date Disaster Call Back List for the inpatient nursing units and the Emergency Department.
- A copy of the list shall be placed in the Disaster Call Back book which shall be kept in the Staffing Resource Center.
- Quarterly, a designated-Staffing-Resource-Representative will print a current employee list for all inpatient units and the Emergency Department.
- Once the updated lists are printed, the phone lists shall be placed in the Disaster Call Back Book. Old versions shall be discarded in the confidential bin.
- Any Department that has several staffing changes prior to the quarterly update is encouraged to send an updated phone list to the Staffing Resource Center.
- 3. All-other-departments will be responsible for maintaining-a-disaster-call-back-list-and-communication process for their department.



PATIENT CARE SERVICES POLICY MANUAL

ISSUE DATE:

10/01

SUBJECT: Private Duty Staff, Patient Acquired

REVISION DATE(S): 03/03, 06/03, 05/05, 07/06, 08/08,

POLICY NUMBER: - VIII.H

3/09, 08/11

Patient Care Services Content Expert Approval:

06/19

Clinical Policies & Procedures Committee Approval:

11/1407/19

Nurseing Executive Committeeuncil Approval:

44/4409/19

Medical Staff Department or Division Approval: Pharmacy & Therapeutics Committee Approval:

n/a n/a

Medical Executive Committee Approval:

n/a

Administration Approval:

10/19

Professional Affairs Committee Approval:

01/15 n/a

Board of Directors Approval:

01/15

POLICY: A.

- Tri-City Medical Center (TCMC) allows the use of private duty nursing staff, except in Intensive Care Unit (ICU) and Neonatal Intensive Care (NICU), to provide nursing care by an outside agency. The hospital remains ultimately responsible for the patient's care and welfare. The TCMC Registered Nurse (RN) is in charge of the patient and determines the care to be provided by and the supervision required by the private duty nurse.
- 2. Nursing staff shall notify the primary care physician/AHP of family's request for private duty staff.
- 3. Arrangements for all private duty nursing staff are made by the patient's family, patient, or attending physician/AHP.
- 4. The hospital assists families by providing outside private duty agency names and telephone numbers. Payment is made directly by the patient/family to the private duty nurse or through registry. TCMC nursing staff are not eligible for private duty nursing while the patient is in TCMC.
- 5. The hospital reserves the right to notify the registry when a nurse fails to meet the standards required of them.
- 6. The hospital assumes no responsibility in the collection of the fee. Agency payroll time slips may be signed by the shift supervisor/designee and given to the family/significant other, if a signature is required.
- 7. Private duty nursing staff shall sign in at the Staffing Resource Office. Private duty staff must sign a log prior to starting and at the completion of his/her shift.
- 8. Private duty staff members are only allowed to participate in patient's basic care needs.
 - If a family/patient enlists licensed (RN/LVN) private duty personnel, he/she may not perform such tasks as dressing changes, Feleyindwelling urinary catheter insertion, intravenous! V and medication administration, or any other nursing duties that require proof of competency.
- 9. Private duty nurses will have no access to the patient's medical record.



DELETE: No longer

practice

PATIENT CARE SERVICES

ISSUE DATE:

03/02

SUBJECT: Staffing Requirement, Development

POLICY NUMBER: VIII.B

REVISION DATE(S): 06/03, 12/03, 06/05, 07/06, 08/08,

03/11, 07/12

Patient Care Services Content Expert Approval:

06/19

Clinical Policies & Procedures Committee Approval:

03/1609/19

Nurseing Executive Committee Approval: Medical Staff Department or Division Approval: 03/1609/19

Pharmacy & Therapeutics Committee Approval:

n/a n/a

Medical Executive Committee Approval:

Administration Approval:

n/a 10/19

Professional Affairs Committee Approval:

04/46 n/a

Board of Directors Approval:

04/16

POLICY:

- Staffing Grid-requirements shall be developed for each nursing unit and approved by the Chief Nurse Executive annually-during-the budgetary process.
- Budgeted staffing requirements-shall be based on hours of nursing care to be delivered per patient-day, patient delivery system, patient-care requirements, minimum-staffing-requirements, average-acuity, ratios, and projected-average-daily census.
- Budgeted staffing requirements shall be reviewed at least once per year by the Directors and Clinical Operations Managers at the time of the budget process and revised if indicated by the staffing plan evaluation-process.
- Once-staffing requirements are determined, master staffing plans are developed with Finance in collaboration with management and approved by the Chief Nurse Executive.
- Master-staffing-plans shall include the following-elements:
 - **Department**
 - Staffing-Summary required by census level or volume
 - Projected skill mix-requirements
- Productive hours worked per patient day shall include: Assistant Nurse Managers, RNs, ACTs, Fechs, Unit Secretaries, Clinical/Operations Managers, Clinical-Educators, and Directors. Nonproductive hours worked per calendar day shall include: orientation, education time, jury duty, Paid Time Off (PTO), and bereavement and are tracked in the budgets.
- 7. Current-Staffing Grids are available on the intranet.



PATIENT CARE SERVICES

ISSUE DATE:

07/99

SUBJECT: Unidentified or Confidential Patient

REVISION DATE: 05/03; 04/06; 04/09

POLICY NUMBER: 8610-374

Patient Care Services Content Expert Approval:

07/19

Clinical Policies & Procedures Committee Approval:

03/1509/19

Nurse Executive Committee Approval:

03/1509/19

Medical Staff Department or Division Approval: Pharmacy & Therapeutics Committee Approval:

n/a

Administration Approval:

n/a 10/19

Professional Affairs Committee Approval:

04/15 n/a

Board of Directors Approval:

04/15

A. **PURPOSE:**

To identify a patient in a timely manner in order to treat a patient in an emergent situation or to protect a patients safety if his/her location were known.

В.

- Criteria for creating unidentified patient (Jane/John Doe):
 - Register the patient in Cerner using "John Doe or Jane Doe". a.
 - b. Update demographic information in both Cerner and Affinity as it becomes available.
- 2. Criteria for creating a confidential patient:
 - Tri-City Medical Center (TCMC) staff have identified patient as a possible victim of violence, or other situation where the patient's life is in danger, if his/her location was known.
 - b. Admitting/Registration will register patient as "John Doe" or "Jane Doe" using all of the patients' correct information except for name.
 - If the patient has been to TCMC in the past, notify the units' Assistant Nurse Manager (ANM)/designee/relief charge of the patient's correct Medical Record Number.
 - ii. Notify Security, Risk Management and Social Services. When it is determined that a security risk no longer applies the unit ANM/ designee/relief charge will contact Registration to make the necessary edits to the patient's name.
 - Change name of the patient only after patient is no longer a security risk.
 - If a patient would like to be considered "confidential" for reasons other than safety they C. must access Administrative Policy # 526, Right to Request Privacy Restriction for Protected Health Information.

C. **RELATED DOCUMENTS:**

- Administrative Policy # 524 Disclosure of Information to Public and Media
- Administrative Policy # 526 Right to Privacy Restriction for Protected Health Information 2.



ADMINISTRATIVE-Policy **HUMAN RESOURCES**

ISSUE DATE:

09/97

SUBJECT: New Hire and Department Specific

Orientation

REVISION DATE(S): 09/12

POLICY NUMBER: 8610-457

Administrative-Human Resources Content-Expert Approval:

08/1509/1806/19

Administrative Policies & Procedures Committee Approval: Human-Resources Committee Approval:

06/19

Medical Executive Committee Approval:

08/15

Administration Approval:

n/a 10/19

Professional Affairs Committee Approval:

n/a

Board of Directors Approval:

08/15

A. POLICY:

- The Tri-City Healthcare District (TCHD)-New-Hire-Orientation-Program-is-an-important component of acquiring and maintaining professional competency. All new hires, employees travelers/registry shall undergo of Tri-City Healthcare District (TCHD) shall undergo new hire orientation conducted under the Human Resources Department (HR) to acquaint them with the HospitalTCHD's mission, goals and operations. In addition,
- 2. New employees, travelers/registry-shall be oriented to their relevant department or unit through department specific orientation.
- 4-3. Except as otherwise provided in this policy, no employee, travelers/registry may begin providing care, treatment or services at TCHD without completing both the TCHDnew hire orientation and department or unit specific orientation.
- 2.4. Hospital-New Hire Orientation:
 - -All-new employees are required to attend TCHD New Hire Orientation.
 - New hire orientation is required prior to the employee starting work-business for TCHD unless exempted by the Chief-Human-Resources OfficerHR or designee.
 - Attendance is mandatory and employees shall be paid for the time spent in new hire i.b. orientation.
 - If an employee must start on an Non-New Employee Orientationoff-cycle start week, he/she they employee must complete the TCHD Off-Cycle Start: New Employee Checklist within the first day of start.

Contract Staff

- -All-contract-personnel, nursing and non-nursing, must complete TCHD orientation materials as specified in their agreements, prior to being scheduled to work at TCHD.
- Travelers/long-term-contract-personnel-may-be-required to attend the TCHD new hire orientation.
- If-an-employee-fails to complete any portion of his/hertheir new hire orientation after 30 days he/she-they-will-be-subject to-disciplinary action, up to termination. (Administrative Policy, # 424 Coaching and Counseling-for-Work-Performance Improvement)
- TCHD New Hire orientation is scheduled one time per month.
- 5.c. Hospital New hire orientation includes, but is not limited to. New hire orientation is scheduled one (1) day per month, including but not limited to a review of the following:

Administrative Policy —Human Resources New Hire and Department Specific Orientation Policy 8610-457 Page 2 of 3

- a-i. Mission, Vision, Value and Ethics
- b-ii. Patient Rights and Ethical Aspects of Care
- e.iii. Patient Care Philosophy
- d.iv. Compliance Training
- e.v. Environment of Care
- f.vi. Infection Control Training
- g.vii. Blood Borne Pathogens Exposure Control Plan
- A-viii. TB Exposure Control Plan
- i.ix. Universal Reporting
- j.x. Risk Management Reporting
- k-xi. Performance Improvement Philosophy
- **Lxii.** Patient Safety
- m.xiii. HIPAA and Patient Privacy
- n.xiv. Cultural Diversity and Sensitivity
- xv. Harassment Prevention
- e-xvi. Chain of Command
- Departmental/unit specific orientation includes, but is not limited to the following:
 - a. Departmental Specific Competencies, Policies, Procedures
 - b. Departmental-Documentation
 - e. Technical Skills
 - d. Non-Technical Skills
 - e. Standards-of Care/Patient Assessment
 - f. Critical Thinking for Care of Specific Populations
 - g. Emergency Procedures
 - h. Other Job and Unit Specific Competencies, Safety and Infection Control as Appropriate to the Unit /Department.
 - Individual Performance Objectives, Job Duties, the Performance Appraisal
- 7. Competency to perform job responsibilities will be assessed, demonstrated and maintained in the department. (See Policy-458).
 - 8.d. The Netlearning modules (cComputer based learning modules (for example Netlearning) are also used to orient staff. They must be completed within 30 days of hire and then on an annual basis.
- 9. Managers-may require further orientation-as-remediation for employees who-de-not-successfully complete annual-competency evaluations.
 - e. Designated nursing employees are required to participate in nursing orientation and computer training coordinated by the Professional Education Department.
 - f. If an employee fails to complete any portion of the new hire orientation after thirty (30) days, the employee will be subject to disciplinary action, up to termination per Administrative Policy: Coaching and Counseling for Work Performance Improvement 424.
- 5. Department Specific Orientation:
 - 10.a. Employees new to TCHD, a department, or service will receive department specific orientation.
 - 41.b. Employees who transfer within the organization:
 - a.i. Employees who transfer to a new department or service must receive department orientation before assuming any duties upon the transfer.

 Competency to perform job responsibilities will be assessed, demonstrated signed by the employee and manager.
 - 12.c. Employees who are required to "Float":
 - a-i. Employees who float to another department within their float pods as identified by department specific policies and/or Patient Care Services Policy VIII.F, "Floating" will not be required to complete specific departmental/unit specific orientation.
 - b-ii. Employees who float to another department outside of their float pod will be required to complete departmental/unit specific orientation-and their documents

Administrative Policy —Human Resources New Hire and Department Specific Orientation Policy 8610-457 Page 3 of 3

must-be-maintained on file.

- e.d. Employees who maintain a **second** (2nd-) position will be required to complete departmental/unit specific orientation for their **second** (2nd-) position. Their documents must be maintained on file.
- 13. ForensicProgressive Care Unit (PCU) staff:
 - All forensicPCU staffempleyees are oriented to all of the following:
 - --- How to interact with patients.;
 - Procedures for responding to unusual clinical events and incidents;.
 - the Hospital's channels of clinical.,
 - Security and administration communication.:
 - and Distinctions between administrative and clinical-sociusion and restraint.
- e. Refer to Administrative Policy: Competency 458 for information regarding department specific orientation.
- a.6. To the extent that any applicable collective bargaining agreement that is consistent with applicable law conflicts with certain provisions of this policy, the collective bargaining agreement for employees covered under that agreement prevails.
- B. FORMS-REFERENCED WHICH CAN BE LOCATED ON THE INTRANET:
 - Department Orientation Checklist

TCHD Off-Cycle Start: New-Employee Checklist

- 2. Verification of Employees-Orientation Completion
- TCMC Emergency Start-Up: New Employee Checklist
- C. RELATED DOCUMENT(S):
 - Administrative Human Resources Policy: 424-Coaching and Counseling for Work Performance Improvement 8610-424
 - 4.2. Administrative Human Resources Policy: 458-Competency 8610-458
 - 3. Administrative Human Resources Policy: Employee Transfer 8610-432
 - 4. Administrative Human Resources Policy: Identification of Employees and Non-TCHD Employees 8610-436

Department Orientation Checklist

EMPLOYEE N	IAME EID
employment. Th	this checklist with all new employees and transfers into your department within the first week is completed form should be kept in the employee's departmental file and a copy sent to the State canning into personnel file
Dept Name:	Position:
Manager Name:	
	Please fill out this section completely
Thank you	for your help to ensure that all new employees are orientated effectively and completely!
EMPLOYEE <u>INITIALS</u>	INFORMATION TO BE DISCUSSED WITH NEW EMPLOYEE:
	Job Description, Performance Standards, expectations and Performance Objectives
	Hospital and Departmental Organization Chart and Leadership Structure
	Introduction to coworkers and key internal and/or external customers
	Location of nearest fire alarm pull and fire extinguisher to assigned work area
	Role of employee in disaster plan, fire, or other emergency and code situation
	Time Card completion, procedures, and overtime authorization/scheduling/pay checks
	Hospital and Departmental policies discussed and copies provided to employee
	(or how to access on the Intranet)
	Department Forms
	Telephone and Pager systems, policies and training
	Departmental and/or hospital dress code
	Training on departmental equipment and machines, and procedure for reporting problems
	Resource manuals/hazardous materials in department and location of SDS's
	Holidays – Departmental procedures and observances
	Process for requesting time off and reporting absences
	Procedures for breaks and meal periods
	Location of break rooms, cafeteria, restrooms and other facilities
	Annual physical requirement / Employee Health Services Department
	Department & hospital required training, mandatory requirements, and expectations on completion of Net-Learning
	Hours and schedule
	Departmental communication methods, tools, and processes
	Regular scheduled meetings employee must or should attend
	Staff meetings
	Security services offered to employee
	Employee parking
My signature indica	tes that the information listed above has been discussed with me, and that I understand this information.
	loyee: Date:
Signature of Mana	ager: Date:

Submit to Human Resources within one (1) week of hire date.

Revised 07.2019 Administrative Human Resources Policy: New Hire and Department Specific Orientation 8610-457



Food and Nutrition Services

ISSUE DATE: 4/06 SUBJECT: Food Allergens

REVISION DATE(S): 11/08; 10/10; 10/11

Food & Nutrition Department Approval: 02/17
Medical Staff Department/Division Approval: n/a
Pharmacy and Therapeutics Approval: n/a
Medical Executive Committee Approval: 09/19
Administration Approval: 10/19
Professional Affairs Committee Approval: n/a
Board of Directors Approval: 02/12

A. POLICY:

- 1. Food allergies of patients are reported via **electronic health record (HER)** Compass through the "allergy" section. Information may be obtained during the initial admission assessment, through communication by the patient to the Food & Nutrition staff, and/or at any time during the admission.
 - Food allergy information is documented in the electronic medical record. This
 information is automatically transmitted to Food & Nutrition Services as part of the diet
 order.
 - b. Foods that the patient is allergic to and/or foods containing an allergen are omitted from the patient's diet and meals served.
 - c. 90% of food allergies can be attributed to one or more of the following: milk, egg, fish (bass, flounder, or cod), crustacean shellfish (i.e. crab, lobster, or shrimp), tree nuts (i.e. almonds, pecans, walnuts), wheat, peanuts, and soybeans.

B. PROCEDURE:

- 1. For each diet order for each patient, food allergies are identified via Ddiet Scheets and individual diet orders.
- 2. These allergies are documented on the patient cardex
- 3. The allergies are also put onto the menu heading via sticker printouts or manually.
- 4. The menu is stamped with "ALLERGY"
- 5. Any foods on the menu that contain the allergies are crossed off-the menu. These foods are identified by:
 - a. Reading ingredient lists of premade/packaged foods
 - b. Reviewing Use theof recipes
- 6. When the menu is retrieved from the patient, it is rechecked to verify selected foods do not contain allergens and that the menu is stamped with "ALLERGY".
- B-7. When the tray reaches the end of trayline, the checker will read the allergies and verify foods are safe.

C. REFERENCE:

2013 FDA Food Code



Food and Nutrition Services

ISSUE DATE: 3/88 SUBJECT: Identification of Patients Not

Receiving Oral Intake

REVISION DATE(S): 8/05, 10/11, 2/12

Food & Nutrition Department Approval:

Medical Staff Department/Division Approval:

Pharmacy and Therapeutics Approval:

Medical Executive Committee Approval:

O9/19

Administration Approval:

Professional Affairs Committee Approval:

Board of Directors Approval:

02/12

A. PURPOSE:

 To identify patients who are NPO and at risk for nutritional depletion in order to assure adequate nutritional care for these patients.

B. **POLICY**:

- 1. Patients who are NPO and/or on an enteral tube feeding will be monitored by the clinical nutrition staff.
 - a. All patients are assessed-screened for nutrition risk by the registered dietitian (exception: patients on BHU, OB patients, and NICU patients). BHU, OB, and NICU patients who have identified nutrition risk as per screening by nursing are assessed for nutrition risk by the registered dietitian.
 - b. Patients who are NPO, receiving enteral feedings, and/or receiving TPN will be monitored per policy.

	(Tri-City Medical Center	Food and Nutrition Services		
1			DELETE – Incorporated into Pa	tient
	PROCEDURE: NUTRITION EDUCATION OF PATIE	ENTS	Care Services Policy Nutrition	ticiit
1	Purpose:		Education of Patients	
	Supportive Data:			7000
	Equipment:			

A.—POLICY

- Clinical diotitian-(RD)-will-educate patients, family, and/or significant others, as appropriate, regarding prescribed-diet and means by which-nutritional goals can-be-met.
- a. RD-will-determine the need for patient-education-based-upon-nutritional-assessment-and-assessment of patients' knowledge of prescribed diet.
- b. The patient's educational-needs are assessed in regards to language, cognitive, and emotional barriers. Readiness to learn-is-assessed. Available support networks are determined.
- c. The patient/family/significant other are educated regarding diet so as to improve dietary-compliance or nutritional needs. Appropriate tools are utilized to enhance patient understanding of education.—Both verbal and written tools are utilized; copies of written materials are provided for use at home.
- d. Patients-are-educated at a-time-when-they are-ready to-learn. For example, education is timed so that it does-not-occur when the patient-is-distracted, in-pain, or-awaiting-imminent-discharge.
- Questions are asked of patient to solicit assessment of patient understanding. Diet history may be
 obtained. The patient is encouraged to develop a plan for implementing necessary changes in
 diet/nutrition.
- f. Written material for frequently prescribed diets-are available in English and Spanish. For those patients speaking other languages, translation services are utilized to assure optimal understanding of diet education.
- g. Documentation of all-oducational activities is completed in the patient's electronic medical record on the patient-oducation grid. Documentation-will-include-description-of-materials-provided, assessment-of patient's understanding of education, identified-barriers-to-learning-and-metivation-to-comply-with restrictions.
- h. Follow up-teaching-is-accomplished through the patient's stay. Phone number is given for patient to contact-RD with questions as needed-after-discharge.

ļ	Food & Nutrition Department Review	Medical Staff Department/Divis ion	Pharmacy and Therapeutics	Medical Executive Committee	Administration	Professional Affairs Committee	Board of Directors
ī	02/17	n/a	n/a	09/19	10/19	n/a	07/05, 02/12

-		dical Center Intensive Care Unit				
>	PROCEDURE:	CONTINUOUS RENAL REPLACEMENT THERAPY (CRRT) SLOW LOW EXTENDED DIALYSIS (SLED)				
	Purpose:	To outline the nursing management for safe initiation/termination and monitoring of patients undergoing: Continuous Renal Replacement Therapy (CRRT)/Slow Low Extended Dialysis (SLED) using the Fresenius 2008H machine NxStage machine.				
	Supportive Data:	Requires Physician Order and Informed Consent. CRRT is a slow continuous filtration system developed to manage fluid balance and electrolyte abnormalities in critically ill patients without the untoward circulatory side effects associated with conventional hemodialysis. Treatment Goals: Effective management of fluid overload/replacement. Adequate uremic toxin removal. Correction/maintenance of electrolyte abnormalities.				
		Facilitation of nutritional management. Continuous treatment over approximately 12 to 24 hours.				
	Equipment:	Continuous treatment over approximately 12 to 24 hours. The following equipment is provided by the Dialysis RN: Fresenius 2008H Dialysis machine with dialyzer-NxStage machine Pertable RO-w/carben tanks and seftener-Cartridge Arterial and Venous Blood-lines (standard) Transducer Administration set Additional Equipment: Sterile gloves Non sterile gloves 2% chlorhexidine gluconate/70% isopropyl alcohol antiseptic (CHG/Alcohol is the preferred antiseptic. (Use povodine iodine if patient is allergic to CHG/Alcohol) Two-10-packs of Sterile 4X4 gauze pads's 2 tubs 10ml syringe for heparin (optional) Four(4) 10ml syringes with 0.9%NaCl One-35ml luerlock syringe One 60ml leurlock syringe Four(4) eEmpty 10ml syringes Two(2) eEmpty 3ml syringes One(1) 3ml syringe with 0.9% NaCl				
		Sterile drapes 10,000units heparin in 1ml-vial Two(2) sSterile catheter caps luer lock caps 2 liter bags of 0.9% Sodium Chloride Heparin (if prescribed) (CCU) Heparin infusion Pump (if applicable) (CCU) Citrate Solution from Pharmacy (if prescribed) (CCU) 3 lead-1.5 mL volume extension set Four4-blue plastic blood line clamps disposable occluding forcep clamps One-roll self-adherent bandage (i.e.Coban)				

A.

	i. Oh	sis Nurse shall: tain treatment ord	ders from nenh	rologist		
	00	Pharmacy &	Medical		Professional	Board of
Intensive Care Unit Department	Critical Care Committee	Therapeutics Committee	Executive Committee	Administration	Affairs Committee	Directors

- ii. Verify consent.
- iii. Perform water testing and pre-treatment safety checks.
- iv. Setup machine and prime dialyzer and bloodlines.
- v. Obtain baseline data, labs as indicated.
- vi. Prepare access for initiation of CRRT using aseptic technique.
- vii. Initiate treatment as prescribed by nephrologist.
- viii. Perform scheduled machine performance evaluation and dialysate replacement.
- ix. Disinfect machine-described-by-manufacturer.
- x. Provide clinical support to critical care nurse.
- b. Critical Care Nurse shall:
 - i. Obtain informed consent.
 - iii. Obtain vascular access for CRRT
 - a. Record hourly ultrafiltration rate.
 - ii-iii. Monitor and record hourly intake and output.
 - iii-iv. Monitor vital signs every 15 minutes and hemodynamic parameters hourly.
 - iv. Monitor Vvenous pressure.
 - v. RMVD=Record total amount of ultrafiltration removed at-the-point and hourly (record-how-much-fluid-has-been-removed-and-zero-each-hour) in EMR.
 - vi. Assess the patient's fluid, electrolyte, and acid base balance. Weigh patient immediately prior to initiating CRRT and daily thereafter.
 - vii. Monitor lab data for electrolyte imbalances.
 - viii. Monitor anticoagulation status:
 - 1) Heparin
 - a) The following are heparin therapy standard practices:
 - b) Assess patient platelet count and PTT pre treatment
 - c) Bolus administration as prescribed
 - d) Draw PTT as ordered for infusion regulation
 - 2) Citrate
 - a) The following are citrate therapy standard practices:
 - b) Caution: bicarbonate can be lowered ion the Dialysate Concentrate Screen to prevent metabolic alkalosis.
 - c) Calcium free dialysate should be used
 - d) Close monitoring of ionized and total calcium levels as prescribed
 - e) Infuse citrate pre dialyzer and with infusion pump as prescribed (for extra corporeal circuit anticoagulation only, /do not infuse directly into patient)
 - f) Infuse 10% calcium chloride post-dialyzer outside the CRRT circuit via infusion pump as prescribed through a separate central line.
 - g) Calcium is required for clotting to occur. Citrate binds calcium. Citrate infused directly into the extra corporeal circuit will bind with calcium and prevent clotting.
 - h) Prevention of hypocalcaemia during citrate therapy:
 - •i) Closely monitor peripheral and post-filter ionized calcium and total calcium every four hoursQ4° or as ordered by physician.
 - Peripheral ionized calcium samples shall be drawn from the patient by venipuncture, arterial line, or separate central line, and not from the CRRT circuit.
 - ii) Post-filter ionized calcium sample shall be drawn from the CRRT circuit venous access ("blue") port.
 - i)j) Calcium infusion to patient through a separate central line.
 - j)k) Observe for signs of tetany: twitching, cramping, tingling of fingers or lips, confusion or seizures, hypotension, electrocardiogram (ECG) changes including and atrial fibrillation.

- I) If any of the above occur notify the physician.
- ix. Maintain continual observation of insertion site
- x. Assess and observe dialyzer and bloodlines for evidence of clotting.
- xi. Monitor bloodline and catheter connections on a continuous basis.
- xii. Monitor alarms and troubleshoot as indicated (see trouble shooting guide and screen display.
- xiii. Weigh patient daily.
- xiii.xiv. Monitor arterial and venous pressures.
- xiv.xv. Evaluate the patient hourly for any complications related to physical/metabolic problems associated with excessive fluid removal without adequate fluid replacement and shift in electrolytes.
- 2. Complications and Reportable Conditions of CRRT
 - Notify the physician if any of the following occur:
 - i. Hypotension
 - ii. Hypertension
 - iii. Change in cardiac rhythm
 - iv. Unstable hemodynamic parameters
 - v. Change in level of consciousness
 - vi. Spontaneous bleeding from any site
 - vii. Fever or any sign of infection at catheter site
 - viii. Electrolyte imbalance
 - ix. Acid/base imbalance
 - x. Signs of coagulopathy
 - xi. Blood leak or rupture of dialyzer membrane
 - Follow emergency termination procedure and discard entire system if blood visible in dialysate lines. Do not return the blood. Record blood loss (approximately 480 171mLs).
 - xii. Air embolism Clamp lines immediately and turn off blood pump. Place patient on left side and in Trendelenburg position. Emergency treatment per physician order.
 - May be prevented by frequent monitoring of bloodlines and infusion solutions pre-pump. Check for crack or leak in arterial bloodline, loose connection between bloodline and dialyzer, emptied saline or IV bag, disconnection of arterial or venous line and access catheter.
 - xiii. Clotted dialyzer this may be avoided by periodically flushing the system with 50-100ml normal saline (NS) and aspirating any accumulated air via the post-filter port (blue clamp). If a clotted dialyzer is suspected:
 - 1) Check for adequate anticoagulation.
 - 2) Reduced flow from kinked line or decreased arterial outflow.
 - Terminate treatment and discard circuit (see Emergency Termination of CRRT).
 - xiv. Inadequate Ultrafiltrate rate (UFR)
 - 1) See troubleshooting guide for the CRRT 2008H in reference notes.
- 3. Initiation of CRRT by Dialysis Nurse Using a Catheter:
 - a. Obtain Informed Consent
 - b. Assemble **personal** protective equipment (PPE)
 - c. Hand hygiene
 - d. Place patient of on continuous cardiac monitoring.
 - Monitor vital signs and hemodynamic parameters.
 - f. Assess vascular assess for patency, bleeding or infection
 - g. Position patient depending on vascular access site.
 - h. Pour chlorhexidine solution on 2 opened sterile 4X4's
 - i. Using sterile gloves place sterile drape under catheter area
 - j. Scrub connection between ports and caps with chlorhexidine-soaked 4x4s for one full minute. Leave the two 4X4's wrapped around the connectors to soak for 5 minutes

Continuous Renal Replacement Therapy (CRRT)/Slow Low Extended Dialysis (SLED) Procedure Page 4 of 7

- k. Be sure ports are clamped. Remove cap from arterial port using aseptic technique and attach empty syringe.
- Unclamp arterial port, pull back 5-8ml of blood and clamp port. Do the same to the venous port. Discard syringe. (If unable to pull fluid out of the port, notify the nephrologist).
- m. If blood work has been ordered, draw specimens prior to initiation of therapy via the venous port. Blood work should be drawn before flushing port with saline and before anticoagulation therapy.
- n. Attach **normal** saline **10ml** syringes to each port, unclamp ports and instill **normal** saline.
- o. Initiate anticoagulation therapy if ordered.
- p. If using heparin bolus, flush port with saline and clamp. Wait 5 minutes.
- q. Be sure saline line is double clamped during initiation. (Saline line may be used —during treatment for fluid replacement).
- r. Attach arterial and venous bloodlines to the appropriate catheter ports.
- s. Be sure lines are free of air and make sure the Luer lock connection on bloodline is secured to catheter port.
- t. Remove clamps from arterial and venous bloodlines. Unclamp catheter ports.
- u. Turn blood pump on, do not run below 100ml/minit, as this will cause clotting.
- u.v. Turn up blood flow to prescribed speed.
- **v.w.** Document time CRRT was initiated on patient flow sheet. Observe blood returning through the venous line.
- w.x. Turn up blood flow to-prescribed-speed.
- x.y. Set ultrafiltration rate.
- y-z. Document vital signs and hemodynamic parameters hourly on patient flow sheet.
- z.aa. Lab specimens as indicated
- aa.bb. Communication with nephrologist and dialysis nurse.

B. DOCUMENTATION:

- 1. Hourly fluid balance on Flow sheet (RMVD)-(see-History Screen)
- 2. Hourly Intake and output
- 3. Hemodynamic Parameters

C. FLUSHING THE CIRCUIT:

- 1. Open normal saline line portby unclamping white clamp to establish saline flow. of 3 pronged line-attached to catheter or fistula needle
- 2. Clamp arterial access line with blue disposable occluding forcep to stop flow of blood into bloodline.
- Allow normal saline to flush system until arterial and venous chambers, as well as dialyzer, clear well enough visualize clotting or streaking, flush with 100 to 200 (50-100 mls of normal saline).
- 1. To avoid pressure alarms as lower viscosity-saline-&-replaces higher viscosity blood, press & hold "override" button until-you-see arterial-& venous limits spread on the screen. May need to do this more than once during flushing, as limits will close back after a short time.
- 4. If pressure alarms do occur, press "reset" "mute" button to clear alarm, then press & hold "reset" "stop"until new limits are chosen, then press, "override" "Tx"to prevent further alarms.

D. ROUTINE/PLANNED TERMINATION OF CRRT/SLED:

- 1. Equipment:
 - a. Sterile gloves
 - b. Sterile drape
 - c. One 10-pack Sterile 4X4's
 - d. Two Sterile catheter caps luer lock caps
 - e. Plastic bloodline clamps

- f. 2% chlorhexidine-gluconate/70% isopropyl alcohol antisoptic (CHG/Alcohol is the preferred antisoptic. (Use pevodine-iodine if patient is allergic to CHG/Alcohol)
- g. Two2 10ml syringes filled-with-normal saline
- h. 3ml. syringe with 2.5ml-normal saline (If therapy-is-te-be-discentinued).
- i. 1ml vial of 10,000 units heparin
- j. Two-3mL syringes
- i.k. Two blue disposable-occluding forceps
- j.l. Non-sterile gloves
- k.m. Under pad
- 2. Personal Protective-Equipment Procedure:
- 3. Assemble personal protective equipment
- Pour chlorhexidine solution on 2 opened 4X4's
- Hand hygiene
- 6. Don sterile gloves and place sterile drape under catheter area.
- Place chlorhexadinechlorhexidine soaked 4X4's on connection tubing and on arterial and venous access ports.
- 8. Scrub connection between lines and arterial and venous ports for one full minute.
- 9. If citrate anitcoagulation is in effect, turn off calcium and citrate infusions.
- 10. Check to see that at least 300ml remains in normal saline flush bag.
 - To prevent having to stop the blood pump and change saline bag.
 - a. Lower-UF rate to minimum.
 - i. Avoid-fluid-removal during reinfusion
 - b. Turn the blood-pump-to-100-150ml/min.
 - b. Unclamp relier clamp on saline line (on the arterial side of port) to establish saline flow. Take clamp off-saline-side and place on arterial-line-at-the-port-site.
 - b.c. Unclamp white clamp and blue plastic occluding forcep clamp; clamp patient side of red blood line with blue plastic occluding forcep clamp.
 - i. This procedure eliminates the need to stop the blood pump during take-off, which could cause clotting.
 - e.d. Use minimal amount of saline to adequately flush the dialyzer and venous line of blood.
 - i. To return as many red cells to the patient as possible without fluid overload.
 - e. Clamp venous line and catheter. <u>Turn off blood pump.</u>
 - i.ii. Prevents backflow of blood into the cleared line.
 - d.e. During the entire reinfusion, you MUST OBSERVE the machine and patient until the procedure is complete. Reinfusion is occurring from the time the saline enters the venous line to flush the patient's blood back until saline flows through the arterial line and catheter ports.
 - i. Monitor:
 - 1) Air in blood lines Prevent air embolus
 - 2) Saline bag
 - Venous pressure High venous pressure may indicate venous resistance due to kinking or clamp.
 - f. When rinseback is complete, clamp venous line and catheter. Turn off blood pump.
 - i. Prevents backflow of blood into the cleared line.
 - g. Attach sterile pre-filled 10mL saline flush syringes on ends of both ports of vascular catheter (direct connection, hub to hub). Unclamp both ports.
 - h. Flush with 10ml 0.9%NaCL each port using a repeating "push-and-pause" technique. While maintaining positive pressure on the flush syringe, clamp each port.
 - i. Prepare dwell solution (heparin or citrate per physician order).
 - i. Total volume of dwell solution is determined by reading the volume printed on the dialysis catheter and adding 0.1mL.

- j. Remove saline flush syringe from each vascular catheter port and attach prepared dwell solutions to each vascular catheter port. Unclamp vascular catheter ports one at a time and instill dwell solutions into respective ports.
- k. Clamp each port while maintaining positive pressure on the flush syringe.
- I. Remove dwell solutions syringes and place luer lock caps on ends of both ports of vascular catheter.
- m. Wrap both vascular catheter ports with Coban. This will prevent inadvertent use of catheter.
- 4)n. Discard the entire CRRT system in appropriate container.
- e.e. Making-sure all clamps are closed. Remove gloves and apply-sterile-gloves. Disconnect bloodlines from catheter and place 10ml saline filled syringes on each catheter port.

 Open catheter-clamps one at a time and flush. Clamp arterial and venous catheter ports.

 Any blood-remaining in catheter may-clot and cause the catheter to lose patency.
- f.p. If CRRT is to be discontinued, place injection adapters on both ports of vascular access. Unclamp ports
- g.q. Instill-1000units heparin in 1ml-9%NaCl (total volume 1.5ml) to each port of the vascular access. Clamp-ports and label indicating that ports are heparinized.
- h.r. Discard entire CRRT system in appropriate container.

E. DOCUMENTATION

- 1. Document-time-CRRT was discontinued on-patient flow sheet
- Record fluid balance on patient flowsheet.
- 3. Record any abnormal assessment finding on the Interdisciplinary Progress Note in the patient chart

F.

EMERGENCY TERMINATION OF CRRT:

- Turn off blood pump.
- 2. Clamp arterial and venous (A/V) bloodlines and both ports of the vascular catheter.
- 3. Notify nephrologist of need to terminate CRRT.
- 4. Notify Dialysis Nurse.
- 5. Turn off heparin and citrate and calcium chloride infusions.
- 6. Hand hygiene
- 7. Don appropriate PPE and follow standard precautions.
- 8. Don sterile gloves. Swab ports with chloralhexadine solution, and disconnect the A/V bloodlines from the vascular catheter.
 - a. Do not attempt to flush the filter or return blood. It will cause the venous vascular access to clot completely and/or emboli can travel into the patient's system.
- 9. Place injection adapters Attach sterile pre-filled 10mL saline flush syringes on ends of both ports of vascular catheter (direct connection, hub to hub). Unclamp both ports.
- 10. Flush with 10ml 0.9%NaCL each port using a repeating "push-and-pause" technique. While maintaining positive pressure on the flush syringe, clamp each port.
- 2. Instill 1000 units of heparin in 1ml 0:9%NaCl into each port of the vascular catheter (1.5ml total volume).
- 11. While maintaining positive pressure on the flush syringe, clamp each port.
- 12. Prepare dwell solution (heparin or citrate per physician order).
 - a. Total volume of dwell solution is determined by reading the volume printed on the dialysis catheter and adding 0.1mL.
- 13. Remove saline flush syringe from each vascular catheter port and attach prepared dwell solutions to each vascular catheter port. Unclamp vascular catheter ports one at a time and instill dwell solutions into respective ports.
- 14. Clamp each port while maintaining positive pressure on the flush syringe.
- 15. Label ports indicating each port contains anticoagulant dwell solution.
- 16. Remove dwell solutions syringes and place luer lock caps on ends of both ports of vascular catheter.
- 11.17. Discard the entire CRRT system in appropriate container.

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Continuous Renal Replacement Therapy (CRRT)/Slow Low Extended Dialysis (SLED) Procedure
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G. **DOCUMENTATION:**

- 1. Hourly fluid balance (see History Screen) during treatment
- 2. Hourly Intake and output during treatment
- 3. Hemodynamic Parameters during treatment
- 4. Document time CRRT was discontinued on patient flow sheet
- 5. Document reason for emergent termination of therapy (if applicable) in Clinical Note section in EMR, and Physician notification..
- 4.6. Document fluid balance in EMR.
- 2.7. Record patient's vital signs in EMR.
- 8. Record-physician's call in clinical-notes in EMR.
- 9. For routine termination, Dialysis nurse shall record any abnormal assessment finding on the Interdisciplinary Progress Note in the EMR.

H. REFERENCE(S):

3.1. Weingard, D. L. (2017). AACN Procedural Manual for High Acuity, Progressive, and Critical Care, 7th ed. Elsevier, St. Louis, MO



WOMEN'S AND NEWBORN CHILDREN'S SERVICES MANUAL-**NEONATAL INTENSIVE CARE UNIT (NICU)**

ISSUE DATE:

10/03

SUBJECT: Pain Management, Neonates and

Infants

REVISION DATE(S): 05/08, 4/09, 06/11, 08/12, 0811/14---

NICU Department Approval-Date(s): Department of OB/GYN-Approval-Date(s): **Perinatal Collaborative Practice Approval:**

01/14 08/19 n/a

Department-of-Pediatrics Approval Date(s):

Pharmacy and & Therapeutics Committee Approval-Date(s): n/a Medical Executive Committee Approval-Date(s):

04/1409/19

12/1307/19

Administration Approval:

10/19

Professional Affairs Committee Approval-Date(s): Board of Directors Approval-Date(s):

10/14 n/a 11/14

PURPOSE:

This policy and procedure outline's the staff's responsibilities in the assessment and management of the neonate experiencing pain and/or agitation and sedation.

DEFINITIONS:

- Pain An unpleasant sensory or emotional experience associated with actual or potential tissue damage or described in terms of such damage. The inability to communicate pain in no way negates the possibility that an infant is experiencing pain.
- 2. Neonatal Pain, Agitation and Sedation Scale (NPASS) - A behavioral and physiological pain, agitation and sedation tool which measures the intensity of the premature and term infant's response to pain and sedation.
- 3. Behavior indicators - Changes in behavioral state that may suggest the presence of pain. Behavioral indicators may include:
 - a. Crying (the absence of crying should not be equated with absence of pain)
 - b. Facial expression (brow bulge, eye squeeze, nasolabial furrow)
 - C. Changes in tone (hypertonic, fist clenching, hypotonic)
 - d. Changes in state (restlessness, agitation, irritability, lethargy)
- Physiologic indicators 4.
 - Increased heart rate
 - Increased blood pressure b.
 - Decreased oxygen saturation C.
 - d. Changes in breathing pattern (increased or decreased respiratory rate)

A.B. **POLICY:**

- The Neonatal Pain, Agitation, and Sedation Scale (N-PASS) will be the pain assessment tool utilized in the NICU for pain and sedation assessment. The N-PASS includes physiological and behavioral indicators and a score for prematurity to provide a multidimensional assessment of acute, prolonged and chronic pain.
- 2. Behavioral responses in infants can be delayed or cumulative. Immature and stressed neonates may lack the physiologic reserve to respond to painful, noxious stimuli. This should be considered when NPASS scores are low. Pain interventions may still be appropriate.
- 3. Infants scored with the NPASS tool can be categorized with the general guidelines:

N-PASS Score	Pain Assessment
0 to 3	No apparent pain (normal score)
4 to 7	Mild pain
8 to 13	Moderate to severe pain
Negative 2 to negative 5	Light sedation
Negative 6 to negative 10	Deep sedation

- 0 to +3 no apparent-pain (normal score)
- +4 to +7 mild pain
 - +8 to +13 moderate/severe pain
 - -2-to-5--light sedation
- 1. 6 to -10 deep-sedation
- 4. Assessment of Pain/Sedation using the N-PASS scoring tool will be done as follows and PRN:
 - a. On admission to the NICU
 - b. With routine vital signs, prior to hands on assessment
 - c. Within 60 minutes of intervention and 30 minutes after a pain medication is administered.
 - d. During and after major procedures (with vital signs)
 - Reassess every hour until N-PASS is less than 4.
- 5. The goal of pain treatment/intervention is an N-PASS score of less than or equal to 3.
 - a. Treatment/interventions should be initiated for scores greater than 3.
 - Notify physician/AHP if post intervention N-PASS score remains greater than or equal to 4 so that pharmacological interventions may be considered.
- 6. Special considerations:
 - Pharmacological and/or nonpharmacological interventions will be utilized for pain management to minimize the intensity, duration, and physiological cost of pain, and to maximize the infant's ability to cope with and recover from the painful experience.
 - a. Adequate analgesia should be consideredutilized for those-infants thatwho are pharmacologically paralyzed. Clinical judgement based on physiologic indicators not behavioral indicators should be utilized in this case. Behavioral indicator evaluation is not possible in the paralyzed infant.
 - b. If infant is unresponsive due to a neurological condition, or by a pharmacologic paralytic agent, assume pain is present with any known painful procedures/treatments-and conditions and provide-mananagement as appropriate.
- 7. Notification of Physicians/AHP-will be notified regarding the following:
 - a. Behavioral or physiologic signs of p
 - ——Pain and stress that is not relieved by nonpharmacological measures and/or pharmacological measures. The goal of pain treatment/intervention is an NPASS score of less than or equal to 3.
 - b. Any adverse side effects from pharmacological measures to reduce pain/agitation.

 A collaborative, interdisciplinary-approach to pain control, including-all-members of the healthcare team and infant's family, will be used to identify and manage pain in the neonate.
- 2. All neonates and infants-are assessed and reassessed on an engeing-basis for pain management. Healthcare providers modify the NICU-environment to alleviate periods of stress, minimize-pain, and optimize growth and development.
- 3. Pain-management is used to minimize the intensity, duration, and physiological cost of pain, and to maximize the infant's ability to sope with and recover from the painful experience.

EQUIPMENT:

- 1. Neonatal Pain, Agitation, and Sedation-Scale-(N-PASS)
- Sucrose

3	—Blankets
4	— Pacifier
7. 5	— Pain medication (per physician's order)
6	- Colustrum/Breast milk
0.	Ooldott diffi Diodot Mink
PRO	CEDURE:
	Perform hand hygiene and put on gloves.
2	 Confirm patient identity using two identifier system. Refer to Patient Care Services Identification,
_	Patient policy
l,	Identify actual and potential sources of pain for the neonate including but not limited to
	the following:
	a. Invasive or surgical procedures
	b. Minor painful procedures (ie. heelstick, venipuncture, gavage tube placement)
	c. Noxious environment (i.e. noise, lighting, handling)
	d. Presence of a fracture, edema, or invasive tubes (i.e. ETT, chest tube) Assess and document-pain using the NPASS scoring tool as follows and PRN:the
	neonate. Assessment-includes: gestational or postmenstrual age, illness-severity, sleep and
	wake states, vital signs, percentage of oxygen, and oxygen saturation.
	———On-admission to the NICU
	With routine vital signs prior to hands on assessment
	During and after major procedures/surgery with vital signs and reassessed every
	hour until NPASS is less that 4
	3. — Within 60 minutes of PRN medication-administration and 30 minutes after-a-pain
	medication-is-administered.
2.	Assessment of pain using N-PASS:
	a. Assign a pain score assessing-pain- using the N-PASS tool: and
	documenting document the total score in the patient's electronic medical record.
	i. Pain is scored from 0 to +2 for each behavioral and physiological
	criteria criterion, then and then summed.
	ii. Points are added to the premature infant's score based on their gestational
	age to compensate for their limited ability to behaviorally communicate
	pain.
	iii. Total pain score is documented as a positive number (0 to +13)
	iv. Treatment/interventions should be initiated for scores greater than 3.
	Assessment of pain-using N-PASS:
	Assign a pain-score-by assessing pain using the NPASS and documenting the
	total score in the patient's electronic medical record.
	Pain is scored from 0 to +2 for each behavioral and physiological criteria,
	then summed.
	Points are added to the premature infant's score based on their gestational
	age to compensate for their limited ability to behaviorally communicate
	pain.
	Total pain score is documented as a positive number (0 to +13)
	Treatment/interventions-should-be-initiated for scores greater-than 3.
	Pain should be reassessed 30 minutes after treatment/intervention to
	determine its efficacy.
	———Notify physician/AHP-if-post-intervention NPASS score is or remains
	greater than or equal to 4so that pharmacological interventions may be
	considered.
3.	Assessment of Sedation withusing N-PASS
	a. Sedation is scored in addition to pain for each behavioral and physiological
	criteria to assess the infant's response to stimuli b. Sedation does not need to be assessed/scored with every pain assessment/score.

Women's- and NewbornChildren's Services NICU Pain Management, Neonates and Infants Policy Page 4 of 5

- i. Sedation should be scored for any patient receiving opiods/sedatives or recovering from anesthesia, or who appears sedated with each hands on assessment.
- ii. Sedation requires stimulation to assess the infants response. A sedated infant under-responds to stimulation.
- c. Sedation is scored from 0 to -2 for each behavioral and physiological criteria, then summed and noted as a negative score (0 to -10)

N-PASS Score	Pain Assessment
0: Zero	No signs of sedation
	Does not underreact
Negative 5 to negative 2	Light sedation
Negative 10 to negative 6	Deep sedation

- A score of 0-is given if the infant has no signs of sedation, does not underreact.
 - A score of -5 to -2 indicates "light-sedation"
 - ----A-score of -10 to -6 indicates "deep sedation"
 - Desired levels of sedation will vary according to the situation
- d. Deep sedation is not recommended unless an infant is receiving ventilator support due to the high potential for hypoventilation and apnea.
 - -----A-negative-score without administration of opiods/sedatives may indicate:
 - The dampening of a premature infant's pain response due to prolonged or persistent pain/stress.
 - -----Neurological depression, sepsis-or-other-pathology.
- 4. Routine-sedation scoring is not-necessary for infants receiving opiates for NAS withdrawal. Sedation scorngscoring may be performed as needed if NAS infant is showing signs of over-sedation.
- a. The N-PASS-tool-utilizes behavioral state and physiological-parameters to assess sedation, pain, and agitation. Scoring is done in association with vital signs. Pain is scored with every vital sign-assessment.
- 5. Assess pain when pain is suspected, with every vital sign-assessment, before handling and after a painful procedure, and 30 minutes after a pain-medication is administered.
- 6. Determine if the procedure is painful or non-painful. Some examples of painful procedures include: needle insertion, heel-stick, nasal/oral gavage tube placement, suctioning, tape removal, lumbar puncture, percutaneous line insertion, intubation and extubation, chest tube insertion and removal, intramuscular injection, circumcision, and eye examinations.
- 4. If mild pain is present or pain is anticipated, Pprovide non-pharmacologic interventions including but not limited to: fer all painful-situations, if appropriate, such as positioning, hand to mouth, containment, swaddle, nonnutritive sucking, sucrose, facilitated tuck, decreased lights, decreased noise, skin-to-skin contact, breastfeeding, and breast milk.
- 5. Reduce environmental stressors (i.e. noise, light, handling). Provide clustering of Cluster care/interventions to prevent over-stimulation.
- 6. 24% sucrose should be administered via pacifier or syringe at least 2 minutes prior to planned painful procedures as ordered by the physician/AHP
- 7. If nonpharmacological interventions are determined to be ineffective (NPASS score >3) consider implementation of pharmacological interventions as ordered by the physician/AHP.
 - a. Notify physician/AHP of indicated need for pharmacological interventions prior to administration or if no PRN medications have been ordered for pain/agitation.
 - b. 30 minutes after administration, reassess infant to determine effectiveness of the pharmacological intervention and record assessment in the eMAR.

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- c. Notify the physician/AHP if no improvement is noted after administration of the ordered medication. Monitor infant for any side effects of the medication administered.
- 8. Family education will be provided throughout the infant's hospitalization and may include methods for assessing pain, pain management options and the parent's role in the pain management process.
 - a. Instruct parents on recognizing behavioral cues suggestive of pain/agitation and what developmentally appropriate nonpharmacological interventions they may provide to their infant. Comforting distressed infants is basic to the maternal/paternal role and helps to lessen the stress of seeing their infant in pain.
 - b. Educate parents on neonate's need for analgesia or prn pain medication if applicable and any side effects from the administration of these medications.
 - c. Document parent education regarding pain management in the infant's EMR.
- 9. Document the following in the infant's EMR
 - a. N-PASS score before and after intervention
 - b. Nonpharmacologic interventions provided
 - 7.c. Medications given
- 8. Ensure that pharmacologic interventions have been provided for moderate to severe pain along with prolonged pain and that the neonate has obtained proper pain relief.
- 9. Remove gloves and perform-hand-hygiene.
- 10. Document the procedure and the pain score in the patient's medical record.

D. REFERENCE(S):

- 1. Altimier, L., Brown, B., & Tedeschi, L. (2011). Neonatal nursing policies, procedures, competencies, and clinical pathways, 4-ed. Glenview, IL: National Association of Neonatal Nurses.
- Gomella, T.L. (2013). Neonatology: management, procedures, on-call problems, diseases, and drugs, 7ed. New York, NY:McGraw Hill Education.
- 3. Pain Assessment (Neonatal). (2013). Mosby's Nursing-Skills. Retrieved from http://app44.webinservice.com/NursingSkills/Home.aspx
- 1. American Academy of Pediatrics, Committee on Fetus and Newborn. (2016). Prevention and management of procedural pain in the neonate: An update. Pediatrics, 137 (2), DOI: 10.1542/peds.2015-4271.
- 2. American College of Obstetricians and Gynecologists, Stark, A. R., & Riley, L. (20427). Guidelines for Perinatal Care, 78th Edition. American Academy of Pediatrics.
- 3. Gardner, S. L., Carter, B.S., Hines, M.E., & Hernandez, J.A.(2016). Merenstein & Gardner's handbook of neonatal intensive care (8th ed.). St. Louis, MO: Elsevier.
- 4. Hummel, P., Lawlor-Klean, P., & Weiss, MG. (2010). Validity and reliability of the N-PASS assessment tool with acute pain. Journal of Perinatology, 30, 474-478
- 5. Hummel, P., Lawlor-Klean, P., & Weiss, MG. (2008). Clinical reliability and validity of the N-PASS: Neonatal pain, agitation and sedation scale with prolonged pain. Journal of Perinatology, 28, 55-60



SUBJECT:

Documentation of Progress Note and Discharge Summary

ISSUE DATE:

7/91

REVISION DATE(S): 2/94, 9/97, 1/00, 1/03, 1/06, 1/09, 5/12, 03/16

Rehabilitation Department Approval-Date(s):

07/1508/18

Department of Medicine Chiefs-Approval Date(s):

02/1608/19

Pharmacy and Therapeutics Approval-Date(s):

n/a

03/16 n/a

Medical Executive Committee Approval-Date(s): Administration Approval:

02/1609/19

Professional Affairs Committee Approval-Date(s):

10/19

Board of Directors Approval-Date(s):

03/16

A. **POLICY:**

All documentation of treatments performed will adhere to Centers for Medicare and Medicaid Services (CMS) Guidelines in accordance with Medicare Benefits Policy Chapter 15 Section 220.0 through 220

PROCEDURE: В.

- Information regarding progress will be displayed in the patient's medical record. Progress notes or discharge summaries will be documented on the appropriate form and will be provided for referring or treating physicians.
- 2. Documentation must reflect status regarding the long and/or short-term goals that have been met or which have been modified if necessary, the plan of care for continued treatment, if indicated, or any changes in focus or frequency of treatment, including discharging current services.
- 3. Each documentation for progress note or discharge summary may include, but is not limited to the following information:
 - a. Background information with admitting diagnosis, evaluation date, admitting physician, type of therapy and total therapy visits to date
 - b. Objective measure of therapy outcome for current goals.
 - Assessment of patient's deficits, strengths, and rehabilitation potential, and education Ċ. provided according to patient/family education needs
 - d. Recommended plan of care or termination of skilled therapy services, which may or may not include updating functional short and/or long-term goals, and prognosis
 - e. Therapist's signature and/or co-signature for supervised providers as indicated.

C. **REFERENCE LIST:**

Centers for Medicare and Medicaid Services. (2014, December 31). Medicare Benefits Policy, Chapter 15, Section 220.0-220.4. Retrieved July 3, 2015, from www.cms.gov: http://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/downloads/bp102c15.pdf



SUBJECT:

HYDROWORX THERAPY POOL CONTAMINATION

ISSUE DATE:

1/09

REVISION DATE(S): 5/12, 01/16

Department Approval Date(s):

08/1511/18

Department of Medicine Approval Date(s):

n/a

Pharmacy and Therapeutics Approval Date(s):

n/a

Medical Executive Committee Approval Date(s): Administration Approval:

n/a

Professional Affairs Committee Approval-Date(s):

10/19 01/16 n/a

Board of Directors Approval-Date(s):

01/16

A. **POLICY:**

- 1. The pool will be maintained in a manner consistent with manufacturer and Department of Environmental Health regulations.
- 2. The following steps are taken should the Hydroworx Therapy Pool become contaminated.

PROCEDURE: B.

- Upon observation or discovery of pool contamination, the treating therapist will discretely inform patrons to immediately evacuate pool.
- 2. Patrons will be instructed to take a shower using soap for a minimum of 5 minutes.
- 3. Tri-City Medical Center engineers will be contacted at 760-940-7148 for de-contamination.
 - a. Immediately drain pool.
 - b. Clean filter and pool shell.
 - C. Refill pool.
 - d. Backwash filter.
 - Start system. e.
 - f. Balance chemicals.
 - A water contamination response log will be maintained onsite to record a contamination g. episode that occurs. This log will be maintained in the common binder with other maintenance logs for the Hydroworx pool.

C.

Water Contamination Response Log

D. REFERENCES:

Department of Environmental Health Food and Housing Division. (2015). Title 22 CCR Changes Effective January 1, 2015. San Diego, CA: Department of Environmental Health.



SUBJECT: HYDROWORX THERAPY POOL - GENERAL OPERATIONS

ISSUE DATE:

REVISION DATE(S):

05/12, 01/16

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08/1511/18

Department of Medicine Approval Date(s):

n/a

Pharmacy and Therapeutics Approval Date(s):

n/a

Medical Executive Committee Approval Date(s):

n/a

Administration Approval:

10/19

Professional Affairs Committee Approval Date(s):

10/19 01/16 n/a

Board of Directors Approval Date(s):

01/16

A. POLICY:

1. The Wellness Center pool is operated under rules set forth in the County of San Diego Department of Environmental Health.

B. PROCEDURE:

- Water Testing
 - a. It is important that daily testing is done with care and accuracy. The water is tested for pH and Chlorine.
 - b. The readings of hand testing shall be compared to the reading of the "CHEMTROL." The CHEMTROL is an automatic chemical feeder and monitors Chlorine and pH
 - c. A detailed log of hand testing and CHEMTROL readings are kept as a means of check and balances.
- 2. County of San Diego Department of Environmental Health
 - Daily pool testing and maintenance records are available for review.
- Shutdowns
 - a. The pool is shut down approximately every 6 weeks.
 - i. The shutdowns take place at routine intervals in accordance with manufacturer guidelines for maintenance and cleaning.
 - ii. The shutdowns will allow appropriate cleaning and maintenance of the filter and chemical systems that ensure pH balance.
 - b. The pool is drained using the main drain valve. Maintenance and therapy staff that has received proper training on draining/refilling the pool may perform this task. This may also be performed by a Wellness Center contracted service provider that assists with pool drainage and routine water change.
 - Maintenance and repairs are done as needed when the pool is drained.
- Pool Operators
 - All pool operators are CPR certified and are encouraged to become certified in water safety.

C. REFERENCE(S):

 Department of Environmental Health Food and Housing Division. (2015). Title 22 CCR Changes Effective January 1, 2015. San Diego, CA: Department of Environmental Health.



SUBJECT:

PRODUCTIVITY REPORTING SYSTEM

ISSUE DATE:

12/88

REVISION DATE(S): 1/91, 1/94, 9/97, 10/00, 1/06, 3/12, 09/15

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Pharmacy and Therapeutics Approval Date(s): Medical Executive Committee Approval Date(s):

n/a n/a

Administration Approval:

10/19

Professional Affairs Committee Approval Date(s):

Board of Directors Approval Date(s):

09/15

09/15 n/a

A. **POLICY:**

Internal productivity will be monitored on a daily basis with reports generated at routine intervals.

B. PROCEDURE:

Each therapeutic area and/or discipline will have a productivity system.

2. Each system will vary based upon the specific needs of each area and/or discipline.

3. After each treatment and/or at the completion of the day, patient encounters are recorded through the Compass billing submission. Charges are reviewed to ensure accuracy of data.

4. A productivity report for each area is generated on a biweekly basis.

5. The Rehabilitation Services Leadership Team will review the reports periodically and adjust staffing resources as is deemed appropriate.



WOMEN AND NEWBORN SERVICES

SUBJECT: INFANT SAFETY AND SECURITY

ISSUE DATE: 09/91

REVISION DATE(S): 10/91, 08/94, 09/00, 06/03, 08/09,

06/13, 04/15, 03/17

Department Approval-Date(s): 01/1706/19 Department of OB/GYN Approval-Date(s): n/a Department of Pediatrics Approval-Date(s): n/a Pharmacy and Therapeutics Approval-Date(s): n/a Medical Executive Committee Approval Date(s): n/a **Administration Approval:** 10/19 Professional Affairs Committee Approval-Date(s): 03/17 n/a Board of Directors Approval-Date(s): 03/17

A. POLICY:

To protect infants from removal by unauthorized persons.

2. Refer to Patient Care Services procedure: **Identification of Newborns****Infant Identification. Follow the procedure regarding banding of infants and mothers.

3. Procedures which address the safety and security of infants will be followed by all staff working at Tri-City Medical Center (TCMC).

4. To ensure that when the infant is removed from any area of Women and Newborn Services (WNS) nursery-and then released to:

a. Banded birth mother or birth father/significant other or the intended legal parent(s)

b. Identification bands (ID) of both the infant and parents/significant other numbers-must be presented to nursery-staff.

c. The identification bands on the Mother or Caregiver number given must match the bands number on the infant's identification-band-before the infant is released/discharged.

d. If there is any question-about-the-number given, hospital staff shall accompany-baby-to the-mother's room and confirm identification-band-numbers at that time.

5. To ensure newborn infant is only removed from mother's care (hospital room) by authorized Women and Newborn Services' (WNS) staff., WNS staff will wear TCMC photo identification badges with distinctive TCMC Women and Newborn Services' logo.

 Mothers will be instructed upon admission regarding the method of identifying WNS photo ID badges.

b. Staff without Women's and Newborn's photo ID badges, (i.e., floats, students, outside registry) will wear temporary name tags that shall be distributed by the employee health staff and/or shift Assistant Nurse Managereupervisor/designee

i. Temporary name badge shall include staff-name, shift, date and the distinctive WNS-logo.

ii. These name tags will be collected by the shift-supervisor/designee at the end of the shift and destroyed.

6. Mothers will be instructed to release their infant only to WNS staff wearing this identification. This instruction will be discussed initially in OB education classes, and then reviewed and reinforced upon admission to the WNS unit through direct instruction and information sheets.

7. Newborn infants will be transferred outside the department through halls only in bassinets, attended by WNS staff members.

a. Anyone carrying an infant in arms in WNS hallways will be questioned.

Women and Newborn Services (WNS) Infant Safety and Security Page 2 of 2

- b. This information shall be explained by the registered nurse verbally and on preprinted information sheets upon admission to Labor and Delivery and again when transferred to the Mother-Baby or NICUunit after delivery.
- 8. To insure the safety of the mother-baby couplet, all visitors shall be closely monitored by the WNS staff and volunteers. They will be given a temporary visitor sticker that must be visible at all times. When the infant is delivered the Significant Other will be given a baby band to replace the visitor sticker.
 - a. An occupied stroller is allowed on Women and Newborn Services, but not in the NICU area.
 - b. Car seats and are not permitted in the following areas unless bringing a car seat in for a car seat challenge:
 - i. Labor and delivery
 - ii. Mother Baby
 - iii. NICU
 - c. Car seats may be allowed at the time and date of discharge or in the specified areas for pre-scheduled car seat challenge tests, newborn hearing screening or lactation consultation appointments.
- 9. WNS staff education will include the following:
 - a. Upon-hire and updated-yearly, staff shall-be instructed in-the-above The Infant Safety and Security -pPolicy.
 - b. Staff shall be monitored for compliance by the shift Assistant Nurse Manager/or designee on each shift.
 - c. Instructions shall include creating an awareness of the risk of infant abduction and what to look for when observing activity on the unit, i.e., individuals loitering, persons in uniform without appropriate identification badges.
 - d. Instruction shall include appropriate action(s) to take when discrepancies in practice or questionable individuals are observed on the unit.
 - e. A risk assessment shall be conducted annually by the environment of care Safety Oefficer and submitted to Environmental Health and Safety Committee (EHSC).
- 10. Infant abduction:
 - In the event of a suspected infant abduction, the attending staff nurse will immediately:
 i. Call "Code Adam" by dialing 66 (see Patient Care Services Code Adam Policy).
- B. RELATED DOCUMENTS:
 - Patient Care Services Code Adam Policy
 - 4.2. Patient Care Services Identification of Newborns Procedure

MEMBERS PRESENT:

Chair Rocky Chavez, Director Julie Nygaard, Director RoseMarie Reno, Dr. Henry Showah, Scott Ashton,

Bret Schanzenbach, Mike Lopez, Jeff Schroeder

MEMBERS ABSENT:

Rachel Beld, Lynne Seabloom

NON-VOTING MEMBERS PRESENT:

Steve Dietlin, CEO; Aaron Byzak, Chief External Affairs Officer; Scott Livingstone, COO

NON-VOTING MEMBERS ABSENT:

None

OTHERS PRESENT:

Mary Chavez, Jacqueline Simon, Mary Lou Clift, Rick Robinson (filling in for Lynne Seabloom), Celia Garcia, Jessica Shrader, Christina Gawrych

TOPIC	DISCUSSION	ACTION FOLLOW UP	PERSON(S) RESPONSIBLE
Call To Order	The October 17, 2019 Community Healthcare Alliance Committee meeting was called to order at 12:32pm by Chair Rocky Chavez.		

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TOPIC	DISCUSSION	ACTION FOLLOW UP	PERSON(S) RESPONSIBLE
Approval Of Meeting Agenda	Director Rose Marie Reno motioned to approve the October 17, 2019 meeting agenda. The motion was seconded by Rick Robinson and approved by the committee with no objections.		
Public Comments & Announcements	No public comments or announcements were made.		
Ratification Of Minutes	Dr. Henry Showah motioned to approve the June 20, 2019 meeting minutes. The motion was seconded by Julie Nygaard and approved by the committee with no objections.		
CHAC Community Member Interviews	The Committee interviewed candidates interested in filling the open Community Member positions for Carlsbad, Oceanside and Vista. The Candidates included: 1. Jacqueline Simon – Carlsbad 2. Adrienne Stokols – Carlsbad 3. John Innocenti – Carlsbad 4. Gwen Sanders – Oceanside 5. Mary Lou Clift – Vista Adrienne Stokols, John Innocenti and Gwen Sanders were not present. After deliberation, Julie Nygaard motioned to approve Jacqueline Simon to		
	represent the City of Carlsbad; Dr. Henry Showah seconded the motion. The nomination was approved by the Committee with no objections.		

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TOPIC	DISCUSSION	ACTION FOLLOW UP	PERSON(S) RESPONSIBLE
Community Member Interviews (cont.)	Rose Marie Reno motioned to approve Gwen Sanders to represent the City of Oceanside; Dr. Henry Showah seconded the motion. The nomination was approved by the Committee with no objections.		
	Bret Schanzenbach motioned to approve Mary Lou Clift to represent the City of Vista; Rose Marie Reno seconded the motion. The nomination was approved by the Committee with no objections.		
	The recommendations will be forwarded to the Board of Directors for approval at the October meeting.		
Presentation: HASDIC - 2019 Community Health Needs Assessment	Aaron Byzak introduced Tanya Penn, MPH, CPH, Epidemiologist Institute for Public Health/School of Public Health, San Diego State University and Stephanie Phann, HASDIC Health Equity Fellow, to address the Committee on the 2019 HASDIC Community Health Needs Assessment. A copy of the 2019 Executive Summary was provided to each member of the Committee.		
	Tanya Penn gave a brief history of the assessment, and noted the following:		
	HASDIC's 2019 planning priorities included building on partnerships with community-based organizations, staying current with national best practices around CHNAS and getting more feedback from and about specific vulnerable populations.		

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TOPIC	DISCUSSION	ACTION FOLLOW UP	PERSON(S) RESPONSIBLE
Presentation: HASDIC - 2019 Community Health Needs Assessment (cont.)	The study included 12 Key Informant Interviews, 214 Focus Group Participants, and 353 Survey Participants from various organizations, populations and roles and concluded that the social determinants of health include the following: Determinants		

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TOPIC	DISCUSSION	ACTION FOLLOW UP	PERSON(S) RESPONSIBLE
Presentation: HASDIC - 2019 Community Health Needs Assessment (cont.)	 Phase 2 to be implemented in the Fall & Winter of 2019 includes: Funding new tools to help hospitals and community partners understand connections between SDOH (Social Determinants of Health) and health conditions at the local level. Sharing findings and considering next steps with CHNA partners. Seeking broad community feedback on findings. Working to better understand the role of stigma perpetuating health conditions and SDOH. Seeing opportunities to advocate for policies that would address the findings. 		
CEO Update Steve Dietlin	 Steve thanked Tanya Penn and Stephanie Phann for their presentation, noting that the information is a great asset to determine current issues and develop important partnerships. Steve also thanked the members of the newly developed Committee for their willingness to serve. Outpatient Mental Health - Steve noted that OMH continues to serve the community through expanded hours and commitment to service, providing important service for up to 50 individuals daily. 		

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TOPIC	DISCUSSION	ACTION FOLLOW UP	PERSON(S) RESPONSIBLE
CEO Update Steve Dietlin (cont.)	 Inpatient Mental Health – much time and effortihas been given to discussing long-term solutions for inpatient mental health, and Steve was happy to announce that the District has been able to come to a resolution with the County of San Diego to build a 16 bed separately licensed facility on campus. Steve acknowledged Supervisor Jim Desmond's work, along with the Chambers of Commerce, Police and public safety representatives, TCMC staff, the Board of Directors, medical staff, along with many others, for their hard work in finding a solution that works for all parties concerned. Regarding community issues, Steve noted that TCMC has partnered with several community organizations to develop or implement programs to address specific needs, for example, our partnership with the North County Food Bank to address food insecurity in children. TCMC has earned the Thrombectomy-Capable Stroke Center (TSC) certification from the Joint Commission. TCMC is the first hospital in North County, and the 36th hospital nationwide, to earn this privileged certification. TCMC is working in partnership with the Foundation to bring the new 3T MRI which has shown to create better images than current MRI's. 		

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TOPIC	DISCUSSION	ACTION FOLLOW UP	PERSON(S) RESPONSIBLE
CEO Update Steve Dietlin (cont.)	Steve briefly discussed the recently introduced SB 758 which may impact the 2030 regulatory requirements for seismic retrofitting. More information will be forthcoming once available.	Invite Dr. Yamanaka to January CHAC meeting.	Susan McDowell
	 Steve discussed the recent "Honor Walk" conducted at TCMC and emphasized the importance of life-saving organ donation. The recent NAACP gala honored both Aaron Byzak and Gwen Sanders during the event. Steve acknowledged Dr. Yamanaka, TCMC's new Chief of Staff, and suggested he be invited to the January CHAC meeting. 		
COO Update Scott Livingstone	Scott Livingstone addressed the Committee as follows: 1. Scott reiterated the success of TCMC's Outpatient Behavioral Health services, noting that they help reduce inpatients to single digit admit averages.		
	 Scott noted that TCMC recently partnered with the San Diego Food Bank to initiate Smart Kitchen San Diego – an initiative partnership to decrease the footprint of food waste within the hospital. To date, TCMC has saved over 5 elephants (how they measure weight) of food waste. 		

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TOPIC	DISCUSSION ACTION FOLLOW UP	PERSON(S) RESPONSIBLE
COO Update Scott Livingstone (cont.)	3. The hospital's pharmacy is now licensed and waiting for medical insurance to be approved. It is estimated that this process can take between 6 months to 1 year, but even in the wait, TCMC is still able to assist discharged patients with needed medications.	
	4. TCMC is continuing its efforts to improve the patient experience by refreshing the appearance of the Emergency Department, and by reducing wait times through In Quicker and Team Triage.	
	5. TCMC recently installed a metal detector at the entry to the ER and within a one-week period identified almost 30 weapons coming into the ER. In addition, apart from the main entry, all entry doors now require ID to access.	
Committee Communications	No Committee Communications.	
Public Comments	No Public Communications.	
Next Meeting	The next CHAC meeting is scheduled for Thursday, January 16, 2020 at 12:30 pm.	
Adjournment	The October 17, 2019 CHAC meeting was adjourned at 1:42pm.	

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Board Members of the Tri-City Healthcare District

August 22, 2019

To Whom It May Concern:

This is the cover letter statement. It is my intention to serve as a Board Committee Community member. "Community Healthcare Alliance committee."

May Lou Clift - Vista

My Declaration:

3 In the application.

2 do not have any conflicts

of Interest.

Sincèrely. Mary Lon Clift August 22, 2019

my resume

Board of The Tri-City Healthcare Alliance District, 4002 W. Vista Way, Oceanside, CA. 92056-4506 * (760) 724-8411

I am Mary Lou Clift, presently on the Board of the Community Healthcare Alliance Committee. I am a resident of the City of Vista. It has been the policy of this board in the past when one is appointed by the Mayor of their City. One only need to give a resume at that time.

I have been on the above mentioned committee for over 25 years. First being appointed by Mayor Gloria \ Mc Clellan, Then Mayor Vance and followed by Mayor Judy Ritter.

I am applying to be considered to serve again on the Community Healthcare Alliance Committee.

I will mention a few of the committee's I have served on:

I served on the San Diego County Methamphetamine Strike Task Force representing Mayor McClellan in Vista in City Chambers and once at Rancho High School. In addition I was on the "Action Committee representing the City of Vista and The Vista Chamber of Commerce for 7 years working together. Helped bring & Campaigned to help bring the "Wave Water Park' to Vista while serving on Parks and Recreation. Volunteered with the Vista Community Children's Shot program run by Vista Community Clinic. Campaigned for a Bone Marrow Funding and Blood Bank Drive for a local boy with cancer. Worked with Janet Succro shelters in 1985. Mayor Gloria McClellan and I worked with Chris Megison for Solutions for Change shelters, meals and fund raisers. Testified at Tri-City Medical Center meeting to convince the board to agree to help a Pediatrician working at the hospital to give him more beds so Families wouldn't have to drive by Tri-City Hospital to get care.

I served on Parks and Community Service for approximately eight years. Served on the City of Vista Investment and Finance Advisory Committee, Chaired "Vista 4th. Of July Celebration "Two years in a row.

Also served for several years on the CHAC Committee grant reviews.. Chaired the Easter Egg Run and Easter Bonnet Contest for Vista for many years. The Woman's Club chose me. a member to present their Scholarships to students at Vista High School and Guajome Park Academy. I served with Mayor Gloria McClellan on the Mayor's Vista and Art and Sculpture Association, funds brought in in the amount of \$13,500. The Mayor's family gave me as: Chair to finish the downtown block and around the another comer) to complete the Mural with the permission of the Business Owners..

I serve on the "Sales Tax Oversight Board". along with other City Volunteer's. The Sales Tax Oversight Board, that is the Successor Agency to the Vista Redevelopment Agency. The purpose of this board is to review and or approve certain actions including the following: The approval of the semi-annual recognized obligation payment schedule, the approval of the semi-annual administrative budget and the sale of certain properties owned by the Successor Agency. The State legislature enacted AB 26 back in February 1, 2012. I gave the letter to Karen Neilsen, AT the Executive office, attention Hospital Administrator. The whole outside of the hospital should be painted. It was an old green color and I suggested that the waiting room for patient's going to surgery and families waiting for them should make a bigger and brighter room near the front desk. Both suggestions were completed. The reason I am reapplying for this hospital board is I like keeping my community safe, medical help close by and suggest now, Build a new building for Doctors, Nurses and Specialist.

may Low Clift August 22, 2019

This application is for your Tri-City Medical Center information only. Best Wishes.

Mary Lou Clift

300 Civic Center Drive Vista, California 92084

Jacqueline Simon 802 Caminito del Sol Carlsbad, CA 92011 760-310-1488 isteacher tw@yahoo.com

September 9, 2019

Ms. Teri Donnellan **Executive Assistant** Tri-city Medical Center 4002 Vista Way Oceanside, CA 92056

Dear Ms. Donnellan.

I am interested in serving on the Community Healthcare Alliance Committee (CHAC) as a district resident of Carlsbad. As requested, I am enclosing a copy of my resume for your consideration.

During the past fifteen years, I have been an elected governing board member of the MiraCosta College board of trustees. In my role as one of seven elected board members, I have been involved with yearly budgets, hiring and evaluating the superintendent/president, updating and implementing board policies, decisions on salaries and benefits for academic, classified, and administrative personnel, community input regarding the passage of MM Bond in 2016, as well as community feedback regarding college programs.

In June, 2019 I was appointed to the San Diego County Aging and Independent Services committee. The committee is an advisory committee on matters related to the health and well being of all seniors living in San Diego county.

I am available to meet with committee members on a quarterly basis or more often if needed. Please feel free to reach out to me via email or cell phone.

Thanks for your consideration, and I look forward to hearing from you!

Sincerely,

Jacqueline Simon 802 Caminito del Sol Carlsbad, CA 92011-2405 Telephone: 760-310-1488 (cell) 760-603-7966 (landline)

Email: jsteacher tw@yahoo.com

MiraCosta, Governing Member of the Board of Trustees

2004 - Present

Review Superintendent/President on a yearly basis for the purpose of overall performance and contract renewal and increased compensation based on salary scale.

Involved in the assessment process for termination of employees upon recommendation from the Superintendent/President.

Manage and evaluate operating and capital budgets.

Implementing and updating board-policies dealing with academic as well as administrative procedures including:

- Academic Calendar
- Admissions and Concurrent Enrollment
- Board Self-Evaluation
- Campus Safety
- Program, Curriculum, and Course Development
- Residence Determination
- Students Rights and Responsibilities
- Fees

San Diego County Advisory Council for Aging and Independent Services appointed June, 2019 until Jan. 1, 2023

Involved in all matters regarding senior citizens health and well being throughout San Diego County

instructor, Speech Communication

2014 - Present

Part-time instructor at the community college level instructing both Interpersonal Communication and Speech Communication at Southwestern College in Chula Vista, CA.

Interpersonal Communications

- Emphasized active, student-centered learning to promote interpersonal growth.
- Encouraged students to develop a "personal voice" as opposed to third party statements for increased effectiveness in interpersonal communication.
- Encouraged class participation by directing discussions based on examples selected from contemporary films depicting the intended subject matter.

Public Speaking

- Provide Instruction and feedback on presentation skills and formats for a variety of public speaking contexts.
- Assist students with critical skills in developing required research skills critical to speech preparation.
- Recently incorporated on-line technology for enhancing flexibility and accessibility of course materials and instructional reviews.

Education and Training

M.A., Speech; California State University East Bay, Hayward, CA. B.A., Journalism; San Jose State University, San Jose, CA. A.A., Liberal Arts; Laney College, Oakland, CA. California Community College Instructor Credential in Language Arts and Literature—Lifetime.

Tri City Medical center

Gwen Sanders

4215 Galbar Street

Oceanside ca 92056

760-726-1837

Professional Objective

Actively pursuing a volunteer position with Tri City Medical center as a member of the community healthcare & Alliance committee.

Personal Information

I have lived in San Diego North County for more than forty years. I have been a volunteer that entire time. When my kids was in school. I was a room mother I also became a member of the PTA. The PTA association wanted to place Mc Gruff the crime fighting dog in the classroom, but needed additional funding. I took on the task of raising the required funding I raised enough fund to place Mc Gruff in several of the class rooms in the Vista School District.

Today I'm retired, which afford me more time to volunteer my services in my community. I'm a life member Of the North County national Association For the Advance Of Colored people (NAACP), I'm also a life member of Communication worker Of America (CWA). I have volunteer for the city of Oceanside for more than Thirty year, I worked with Human Resources department on recruitment of new hire I have also been a part of the community panel for promotion. I'm currently a member of the Oceanside police & Fire commission, my years of service to Oceanside includes numerous other clubs and organization.

The attributes that I bring to the committee are: I'm very dedicated and grounded in the community and willing to give of myself. I have always been a team player with demonstrated leadership skills when called upon. I know I have the ability to contribute to the continuous improvement and success of the

Community Healthcare and Alliance committee. I will be a strong support and asset to the committee.

I was a past member of the community relation commission for the city of Oceanside. I served on the Human Resources committee for several years.

Volunteer Achievements

Awarded life time of achievement and meritorious service to humanity award from 38th senatorial district (2011)

Awarded City of Oceanside senior volunteer of the year award (2007)

Awarded city of Oceanside Dr King J.R. civic award (2003)

Awarded CWA community involvement award (2002)

Awarded CWA outstanding service award (1995)

NAACP Hall of Fame award (2017) for outstanding service and devotion to the community

Awarded from Oceanside police department in appreciation of more than three decades of volunteering (2018)

ו דו-טונץ medical Center Finance, Operations and nning Committee Minutes

October 24, 2019

Members Present Director Julie Nygaard, Director Rocky Chavez, Director Leigh Anne Grass, Dr. Marcus Contardo, Dr. Jeffrey Ferber, Dr. Cary Mells, Dr. Javaid Shad, Ms. Kathryn Fitzwilliam

Non-Voting Members

Present: Steve Dietlin, CEO, Ray Rivas, CFO, Scott Livingstone, COO, Barbara Vogelsang, CNE, Dr. Gene Ma, CMO,

Susan Bond, General Counsel,

Others: Jeremy Raimo, Jane Dunmeyer, Sue Shrader, Eva England, Maria Carapia, Hope Chaney, Thomas Moore,

Candice Parras, Chris Miechowski, Debra Feller, Barbara Hainsworth

Members Absent:

Mr. Jack Cumming

Topic	Discussions, Conclusions Recommendations	Action Recommendations/ Conclusions	Person(s) Responsible
Call to Order	Director Nygaard called the meeting to order at 8:30 a.m.		Chair
2. Approval of Agenda		MOTION It was moved by Director Grass, Dr. Contardo seconded, and it was unanimously approved to accept the agenda of October 24, 2019. Members: AYES: Nygaard, Grass, Chavez, Contardo, Ferber, Mells, Shad, Fitzwilliam NOES: None ABSTAIN: None ABSENT: Cumming	Chair
 Comments by members of the public on any item of interest to the public before committee's consideration of the item. 	Director Nygaard read the paragraph regarding comments from members of the public.	No comments	Chair
Ratification of minutes of September 19, 2019		Minutes were ratified. MOTION It was moved by Director Grass, Ms. Fitzwilliam seconded, and the	Chair

Topic	Discussions, Concluns Recommendation	Action Recommendations/ Conclusions	rson(s)
		minutes of September 19, 2019 were unanimously approved, with Dr. Contardo abstaining from the vote.	
5. Old Business	None		
6. New Business			
 a. Reminders: No FOP meeting to be held in November 2019 December's meeting will be held on Thursday, 12/5/19 	Director Nygaard conveyed to the Committee that there would be no Finance, Operations & Planning Committee meeting held in November, and that the December meeting will be held on Thursday, December 5, 2019.		Chair
7. Consideration of Consent Calendar:	It has been requested that the following items be pulled for discussion: Director Grass requested: 7.c. Physician Agreement for ED On-Call Coverage – Orthopedics • Arash Calafi, M.D. 7.d. Bulk Oxygen Supplier Agreement • Matheson Tri-Gas, Inc.	MOTION It was moved by Ms. Fitzwilliam, Director Chavez seconded, and it was unanimously approved to accept the Consent Calendar for October 24, 2019. Members: AYES: Nygaard, Grass, Chavez, Contardo, Ferber, Mells, Shad, Fitzwilliam NOES: None ABSTAIN: None ABSENT: Cumming	Chair
 a. Cardiovascular Health Institute – Medical Director Proposal • Yuan Hwang Lin, M.D. 		Approved via Consent Calendar	Eva England
 b. Physician Agreement for Cardiovascular Health Institute – Operations Committee Yuan Hwang Lin, M.D. 		Approved via Consent Calendar	Eva England
 c. Physician Agreement for ED On-Call Coverage - Orthopedics Arash Calafi, M.D. 		MOTION It was moved by Director Grass, Dr. Ferber seconded, to approve the agreement to add Dr. Arash	Sherry Miller / Jeremy Raimo

Topic	Discussions, Concluns Recommendation	Action Recommendations/ Conclusions	rson(s) Fonsible
		Calafi to the currently existing Panel Agreement for ED On-Call Coverage-Orthopedics for a term of 12 months, beginning November 1, 2019 – ending, October 31, 2020, with no increase in expense. Members: AYES: Nygaard, Grass, Chavez, Contardo, Ferber, Mells, Shad, Fitzwilliam NOES: None ABSTAIN: None ABSENT: Cumming	
d. Bulk Oxygen Supplier Agreement Matheson Tri-Gas, Inc.		MOTION It was moved by Director Grass, Director Chavez seconded, to authorize the agreement for a bulk oxygen supplier agreement for approximately \$286,560 (based on consumption), with Matheson Tri- Gas, Inc., for a term of 3-years. Members: AYES: Nygaard, Grass, Chavez, Contardo, Ferber, Mells, Shad, Fitzwilliam NOES: None ABSTAIN: None ABSENT: Cumming	Chris Miechowski
e. Regulated Medical Waste Disposal & Sharps Disposal Management Stericycle		Approved via Consent Calendar	Jeff Surowiec
f. Linen & Laundry Services Agreement Proposal Crothall Laundry Services		Approved via Consent Calendar	Hope Chaney

Topic	Discussions, Concluns Recommendation	Action Recommendations/ Conclusions	rson(s) Responsible
8. Financials:	Ray Rivas presented the financials ending September 30, 2019 (dollars in thousands) TCHD - Financial Summary Fiscal Year to Date Operating Revenue \$86,457 Operating Expense \$89,765 EBITDA \$1,779 EROE \$(1,728) TCMC - Key Indicators Fiscal Year to Date Avg. Daily Census 146 Adjusted Patient Days 25,284 Surgery Cases 1,594 ED Visits 14,361 TCHD - Financial Summary Current Month Operating Revenue \$27,963 Operating Expense \$29,144 EBITDA \$412 EROE \$(759) TCMC - Key Indicators Current Month Avg. Daily Census 151 Adjusted Patient Days 8,642 Surgery Cases 517 ED Visits 4,638 TCMC - Net Patient A/R & Days in Net A/R By Fiscal Year Net Patient A/R Avg. (in millions) \$44.6 Days in Net A/R Avg. 56.1 Graphs: • TCMC-Net Days in Patient Accounts Receivable • TCMC-Average Daily Census, Total Hospital-Excluding Newborns		Ray Rivas

Topic	Discussions, Concluns Recommendation	Action Recommendations/ Conclusions	rson(s) Responsible
	TCMC-Acute Average Length of Stay		
9. Work Plan:			
a. Construction Report (quarterly)	No Report	Director Nygaard requested that an update on the retail pharmacy to be provided at the next meeting.	Chris Miechowski
b. Infusion Center (annually)	Barbara Vogelsang gave a brief overview of the document that had been distributed to the Committee.		Barbara Vogelsang
c. ED Throughput (quarterly) d. Medical Director – Surgery	Candice Parras gave a single slide PowerPoint presentation, detailing the continuing success & utilization of Station "D" in the Emergency Department. She also highlighted the increasing usage of the "In-Quicker" appointment system and the overall satisfaction with this program which is currently available 7-days a week, from 9:00 am – 5:00 pm, with appointments available every 15 minutes. Debra Feller gave a comprehensive		Candice Parras
(semi-annual)	PowerPoint presentation pertaining to the outcome performance for the Medical Director, Surgery. Additionally, she gave a brief overview of process improvements, block time by physician group, annual volumes for both robotic and non-robotic surgical procedures and annual volumes for all cases. Brief discussion ensued.		Debra Feller
e. Dashboard	No discussion		Ray Rivas
10. Comments by committee members	None		Chair
11. Date of next meeting	Thursday, December 5, 2019		Ray Rivas
12. Community Openings (0)			
13. Adjournment	Meeting adjourned 9:26 a.m.		Chair





FINANCE, OPERATIONS & PLANNING COMMITTEE DATE OF MEETING: October 24, 2019 Cardiovascular Health Institute - Medical Director Proposal

Type of Agreement	Х	Medical Directors	Panel	Other:
Status of Agreement	х	New Agreement	Renewal – New Rates	Renewal – Same Rates

Vendor's Name:

Yuan Hwang Lin, M.D., Cardiovascular Health Institute / Cardiothoracic Medical

Director

Area of Service:

Cardiovascular Health Institute

Term of Agreement: 12 months, Beginning, September 1, 2019 - Ending, August 31st, 2020

Maximum Totals:

Rate/Hour	Average Hours Per Month	Hours per Year	Monthly Cost	12 Month (Term) Cost
\$210	12	144	\$2,520	\$30,240

Description of Services/Supplies:

Physicians shall service as the Institute Medical Director and shall be responsible for the medical direction of the Institute and the performance of the other medical administrative service as outlined in the previously approved Co-Management Agreement for the Institute.

Document Submitted to Legal for Review:	X	Yes		No
Approved by Chief Compliance Officer:	х	Yes		No
Is Agreement a Regulatory Requirement:		Yes	Х	No
Budgeted Item:	Х	Yes		No

Person responsible for oversight of agreement: Eva England, Cardio-Vascular Service Line Administrator / Scott Livingstone, Chief Operating Officer

Motion:

I move that Finance Operations and Planning Committee recommend that TCHD Board of Directors authorize the agreement with Dr. Yuan Hwang Lin as the medical director for a term of 12 months, beginning September 1, 2019 – Ending August 31, 2020. Not to exceed an average of 12 hours per month or 144 hours annually, at an hourly rate of \$210 for an annual and term cost of \$30,240.





FINANCE, OPERATIONS & PLANNING COMMITTEE DATE OF MEETING: October 24, 2019

Physician Agreement for Cardiovascular Health Institute - Operations Committee

Type of Agreement		Medical Directors	Panel	Х	Other: Operations Committee
Status of Agreement	х	New Agreement	Renewal – New Rates		Renewal – Same Rates

Vendor's Name:

Yuan Hwang Lin, M.D.

Area of Service:

Cardiovascular Health Institute - Operations Committee

Term of Agreement:

12 months, Beginning, September 1, 2019 - Ending, August 31, 2020

Maximum Totals:

Rate/Hour	Hours Per	Hours per	Monthly	Total Term	
	Month	Year	Cost	Cost	
\$210	2	24	\$420	\$5,040	

Description of Services/Supplies:

 Physician shall serve as an Operations Committee Member and shall be responsible for the services as outlined in the previously approved Co-Management Agreement for the Institute

Document Submitted to Legal for Review:	х	Yes		No
Approved by Chief Compliance Officer:	x	Yes		No
Is Agreement a Regulatory Requirement:		Yes	Х	No
Budgeted Item:	Х	Yes		No

Person responsible for oversight of agreement: Eva England, Cardiovascular Service Line Director / Scott Livingstone Chief Operating Officer

Motion:

I move that Finance Operations and Planning Committee recommend that TCHD Board of Directors authorize the agreement with Yuan Hwang Lin, M.D. as a Cardiovascular Health Institute – Operations Committee member for a term of 12 months, beginning September 1, 2019 – Ending, August 31, 2020. Not to exceed 2 hours per month at an hourly rate of \$210, for an annual and term cost of \$5,040.





FINANCE, OPERATIONS & PLANNING COMMITTEE DATE OF MEETING: October 24, 2019 PHYSICIAN AGREEMENT for ED ON-CALL COVERAGE – Orthopedics

Type of Agreement		Medical Directors	Х	Panel	I X	Other: Add to ED On-Call Panel
Status of Agreement	х	New Agreement		Renewal – New Rates		Renewal – Same Rates

Physician's Name:

Arash Calafi, M.D.

Area of Service:

Emergency Department On-Call: Orthopedics

Term of Agreement:

12 months, Beginning, November 1, 2019 - Ending, October 31, 2020

Maximum Totals:

Within Hourly and/or Annualized Fair Market Value: YES

For entire Current ED On-Call Area of Service Coverage: Orthopedics

Adding physician to existing panel; no increase in expense

Rate/Day	Annual Panel Days	Annual Panel Cost	Panel Term Cost
Mon-Fri / \$1,500	253	\$379,500	¢362.000
	255	382,500	\$762,000
Sat-Sun / TCMC Recognized	112	\$184,800	¢267.050
Holidays: \$1,650	111	\$367,950	
	Total Term Cos	\$1,129,950	

Position Responsibilities:

- Provide 24/7 patient coverage for all Orthopedics specialty services in accordance with Medical Staff Policy #8710-520 (Emergency Room Call: Duties of the On-Call Physician)
- Complete related medical records in accordance with all Medical Staff, accreditation, and regulatory requirements.

Document Submitted to Legal for Review:	Х	Yes	No
Approved by Chief Compliance Officer:	х	Yes	No
Is Agreement a Regulatory Requirement:	Х	Yes	No
Budgeted Item:	Х	Yes	No

Person responsible for oversight of agreement: Sherry Miller, Manager, Medical Staff Services / Scott Livingstone, Chief Operating Officer

Motion: I move that Finance Operations and Planning Committee recommend that TCHD Board of Directors approve the agreement to add Dr. Arash Calafi to the currently existing Panel Agreement for ED On-Call verage-Orthopedics for a term of 12 months, beginning November 1, 2019 – ending, October 31, 2020.





FINANCE, OPERATIONS & PLANNING COMMITTEE DATE OF MEETING: October 24, 2019 Bulk Oxygen Supplier Agreement

Type of Agreement	Medical Directors		Panel	х	Other: Oxygen Supplier
Status of Agreement	New Agreement	x	Renewal – New Rates		Renewal – Same Rates

Vendor's Name:

Matheson Tri-Gas, Inc.

Area of Service:

Tri-City Medical Center - Patient Care Areas

Term of Agreement: 3 years

Maximum Totals:

Approximately \$286,560 for the term (\$0.76/100scf + \$1,500 monthly facility fee)

Description of Services/Supplies:

- Matheson supplies the bulk oxygen to our Central Plant, from there it is distributed to the hospital for patient care
- Matheson has been supplying bulk oxygen to the hospital for decades
- Contract renewal will save us approximately \$18,000 per year
- Actual cost of the contract depends on consumption; historical data used to calculate the approximate contract cost
- Product price increase not to exceed 6% per annum

Document Submitted to Legal for Review:	Х	Yes		No
Approved by Chief Compliance Officer:		Yes	N/A	No
Is Agreement a Regulatory Requirement:		Yes	Х	No
Budgeted Item:	Х	Yes		No

Person responsible for oversight of agreement: Chris Miechowski, Director of Facilities / Scott Livingstone, Chief Operating Officer

Motion:

I move that Finance Operations and Planning Committee recommend that TCHD Board of Directors authorize a bulk oxygen supplier agreement for approximately \$286,560 (based on consumption), with Matheson Tri-Gas, Inc., for a term of 3-years.





FINANCE, OPERATIONS & PLANNING COMMITTEE DATE OF MEETING: October 24, 2019 REGULATED MEDICAL WASTE DISPOSAL & SHARPS DISPOSAL MANAGEMENT PROPOSAL

Type of Agreement	Medical Directors	Panel		Other:
Status of Agreement	New Agreement	Renewal – New Rates	х	Renewal – Same Rates

Vendor's Name:

Stericycle

Area of Service:

Entire Hospital

Term of Agreement:

60 months, Beginning, October 1, 2019 - Ending, September 30, 2024

Maximum Totals:

Monthly Cost	Annual Cost	Total Term Cost		
\$6,890	\$82,680	\$413,400		

Description of Services/Supplies:

- Sharps disposal management
- Disposal service with reusable containers

Document Submitted to Legal for Review:	Х	Yes		No
Approved by Chief Compliance Officer:		Yes	N/A	No
Is Agreement a Regulatory Requirement:	Х	Yes		No
Budgeted Item:	Х	Yes		No

Person responsible for oversight of agreement: Jeff Surowiec, Manager of EOC/Security/Safety Officer, Building Engineering / Scott Livingstone, Chief Operating Officer

Motion:

I move that Finance Operations and Planning Committee recommend that TCHD Board of Directors authorize the agreement with Stericycle for regulated medical waste disposal & sharps disposal management for a term of 60 months, beginning October 1, 2019 and ending September 30, 2024 for an annual cost of \$82,680, and a total cost for the term of \$413,400.



Tri-City Medical Center



FINANCE, OPERATIONS & PLANNING COMMITTEE DATE OF MEETING: October 24, 2019 Laundry & Linen Service Agreement Proposal

Type of Agreement	Medical Directors		Panel	Х	Other: Service Contract
Status of Agreement	New Agreement	Х	Renewal – New Rates (reduction)		Renewal – Same Rates

Vendor Name:

Crothall Laundry Services

Area of Service/Department:

Environmental Services

Term of Agreement:

36 months, Beginning, October 1, 2019 – Ending, September 30, 2022

Maximum Annual Total:

Annual Cost	Total Term Cost
\$750,000	\$2.25M

Description of Services/Supplies:

- Crothall Laundry Services to provide linen and laundry services for TCHD's customer owned goods (COG), to include all linen and scrubs.
- A formal RFP was conducted between the two linen service vendors holding current VHA/Novation GPO contracts; results concluded that our current vendor Crothall, whom we are very satisfied with, would provide an estimated annual savings of \$140,000, over linen / laundry vendor Angelica.
- Retaining Crothall would also avoid significant conversion costs, man hours and risk of linen loss/damage or service interruption during new vendor transition.

Document Submitted to Legal for Review:	х	Yes		No
Approved by Chief Compliance Officer:		Yes	N/A	No
Is Agreement a Regulatory Requirement:	Х	Yes		No
Budgeted Item:	Х	Yes		No

Person responsible for oversight of agreement: Hope Chaney, Manager - Environmental Services / Scott Livingstone, Chief Operating Officer

Motion:

I move that Finance Operations and Planning Committee Recommend that TCHD Board of Directors authorize the Agreement with Crothall Laundry Services for all of TCHD's linen / laundry services for a term of 36 months starting October 1, 2019 and ending on September 30, 2022 for an annual cost of \$750,000 and a total cost for the initial 36 n h term, not to exceed \$2.25M.

Professional Affairs Committee (No meeting held in October, 2019)

Audit, Compliance & Ethics Committee October 17, 2019 Assembly Room 1 8:30 a.m-10:30 a. m.

Members Present:

Director Larry W. Schallock(Chair); Director George W. Coulter; Director Tracy M. Younger; Stanley Dale, Community

Carl Marcuzzi, Community Member; Cary Mells, M.D., Physician Member

Non-Voting Members:

Steve Dietlin (CEO); Scott Livingstone, COO; Ray Rivas, CFO; Susan Bond, General Counsel

Others Present:

Teri Donnellan, Executive Assistant; Kristy Larkin, Director of Compliance, Audit & Monitoring; Maria Carapia, Compliance

Specialist

Absent:

Member;

	Discussion	Action Recommendations/ Conclusions	Person(s) Responsible
1. Call to Order	The meeting was called to order at 8:30 a.m. in Assembly Room 1 at Tri-City Medical Center by Chairman Schallock.	·	
2. Approval of Agenda	It was moved by Dr. Mells and seconded by Director Schallock to approve the agenda as presented. The motion passed unanimously.	Agenda approved.	
Comments by members of the public and committee members on any item of interest to the public before Committee's consideration of the item	There were no public comments.		
4. Ratification of minutes – September 17, 2019	It was moved by Director Younger and seconded by Dr. Mells to approve the minutes of September 17, 2019, as presented. The motion passed unanimously.	Minutes ratified.	
Old Business a) Administrative Policies & Procedures:			

	Discussion	Action Recommendations/ Conclusions	Responsible
1) Chief Compliance Officer – 8750-535	Chairman Schallock stated in follow-up to last month's meeting there was a question as to the necessity of a Chief Compliance Offier Policy 8750-535 as it is duplicative of the Job Description for the Chief Compliance Officer. Chairman Schallock recommended the policy be deleted and the Job Description be maintained to provide consistentcy with other C-Suite positions. It was moved by Mr. Stanley Dale and seconded by Director Younger to recommend deletion of Policy 8750-535 Chief Compliance. The motion passed unanimously.	Recommendation to be sent to the Board of Directors to delete Policy 8750-535 Chief Compliance Officer; item to be placed on Board agenda and included in agenda packet.	Ms. Donnellain
2) Business Associate Agreement – 8610-511	Ms. Susan Bond, General Counsel reported the Business Associate Agreement – Policy 8610-511 has been revised to reflect the suggested changes at last month's meeting and will be reviewed annually to ensure it is up to date. Ms. Bond also distributed an excerpt from HHS.gov which explains the definition of covered entities. She noted the revised policy includes a link to www.HHS.gov . It was moved by Director Younger and seconded by Mr. Carl Marcuzzi to recommend approval of Business Associate Agreement – 8610-511 as presented. The motion passed unanimously.	Recommendation to be sent to the Board of Directors to approve Policy 8610-511 – Business Associate Agreement; item to be placed on Board agenda and included in agenda packet.	Ms. Donnellan
 b) Administrative Policies & Procedures: 1) Disclosure of Information to Public and Media – 8610-624 	Ms. Patricia Guerra stated Policy 8610-624, Disclosure of Information to Public and Media has been reviewed by Mr. Aaron Byzak, Chief Government & External Affairs Officer and no substantive changes were made.		
	It was moved by Dr. Cary Mells and seconded by	Recommendation to be	Ms. Donnellan

	Discussion	Action Recommendations/ Conclusions	Responsible
4	Director Coulter to recommend approval of Policy 8610-624 – Disclosure of Information to Public and Media. The motion passed unanimously.	sent to the Board of Directors to approve Policy 8610-624 – Disclosure of Information to Pubic and Media; item to be placed on Board agenda and included in agenda packet.	
6. Comments from Committee Members	There were no comments from Committee Members.	manufacturing and a second and	
7. Committee Openings	There is currently one community committee opening.	Information only.	11 11 12 12 12
8. Date of Next Meeting	The Committee's next meeting is scheduled for January 16, 2020. Chairman Schallock explained the Board members sitting on the committee may or may not change in 2020 at the discretion of the Chair elect. Chairman Schallock thanked all committee members for their participation this past year.	The Committee will reconvene on January 16, 2020.	
9. Adjournment	Chairman Schallock adjourned the meeting at 8:40 a.m.		



ADVANCE

AUDIT COMPLIANCE AND ETHICS COMMITTEE CONSENT AGENDA October 17th, 2019

511	3 year review, Practice Change	Forward to the Board for approval
535	DELETE	Forward to the Board for approval
524	3 year review	Forward to the Board for approval
	535	511 Change 535 DELETE

Tri-City Health Care District Oceanside, California

ADMINISTRATIVE-POLICY MANUAL **COMPLIANCE**

ISSUE DATE:

10/02

SUBJECT: Business Associate Agreement

REVISION DATE: 12/02; 06/06; 07/09

POLICY NUMBER: 8610-511

Administrative Compliance Content Expert Approval:

03/19

Administrative Policies & Procedures Committee Approval:

05/4503/19

Organizational Compliance Committee Approval:

05/19

Medical Executive Committee Approval:

n/a

Audit-and, Compliance & Ethics Committee Approval:

06/1510/19

Board of Directors Approval:

06/15

A. **PURPOSE:**

- According to the terms of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA-Regulations"), the Tri-City Healtheare District ("District" or "TCHD") is a "Covered Entity".
- District enters into agreements with various persons and entities to provide functions or activities regulated by HIPAA on behalf of the District (e.g. data analysis, utilization review) and such functions or activities require the person/entity to create, receive, maintain or transmit PHI. The District also enters into agreements with persons or entities performing services for the District which require the District to Disclose PHI in order for the contracting party to perform a service (e.g. legal, accounting, etc.). These contracting parties are "Business-Associates" under HIPAA.
- This-Policy-summarizes the obligations of District and Business-Associates to meet HIPAA 3.1. requirements. The purpose of this policy is to outline the criteria for a business associate and establishes criteria for disclosing protected health information to a business associate, including the required content of a Business Associate Agreement-("BAA").

B. **DEFINITIONS:**

- Business Associate: means, aA person or organization who, on behalf of the Tri-City Healthcare District ("District"TCHD), performs certain functions or activities or services that require the Business Associate to create, receive, maintain or transmit PHI-protected health information (PHI) on behalf of the District-TCHD or where the DistrictTCHD needs to dDiscloseure PHI protected health-informationPHI to Business Associate for the services.
- 2. Business Associate Addendum-or Agreement ("BAA"): Ais-an Addendum-Agreement, Contract or Addendum to an applicable Contract or Services Agreement between the District TCHD and a Business Associate that outlines the specific obligations of the Business Associate related to the Use or Disclosure of District TCHD protected health informationPHIPHI.
- 3. Covered Entity: lincludes health care providers like the DistrictTCHD that transmit health information in electronic form in connection with certain standard transactions (e.g. claims processing, reference laboratories). See HHS.gov. for further definitions:
 - Covered Entities and Business Associates | HHS.gov
- 4. Data Use Application: Describes the purpose, controls and safeguards agreed to by the Business Associate and Covered Entity.
- 5. Designated Record Set: Tthose documents whether maintained in paper, film or electronic formats, that comprise the individual patient's medical record as approved by the Medical

Administrative-Policy-Manual—Compliance Business Associate Agreement Policy 8610-511 Page 2 of 4

Executive Committee, that comprises the individual patient's billing records, and any documents used in whole or in part by Tri-City Healthcare District-TCHD to make decisions about individuals, including copies from another health care provider's Designated Record Seet.

- 6. <u>Protected Health Information ("PHI")</u>: lindividually identifiable health information transmitted or maintained in paper, -er-electronic, or -other form that is created or received by TCHD AND and
 - Relates to the past, present, or future physical or mental health or condition of an individual.
 - b. Relates to the provision of health care to an individual
 - Relates to the past, present, or future payment, ANDand
 - d. lidentifies the individual ORor
 - e. With respect to which there is a reasonable basis to believe the information can be used, to identify the individual
- 7. <u>Services Agreement/and or Contract</u>: An agreement between the DistrictTCHD and a third party whereby the third party performs a function, activity or service on behalf of the DistrictTCHD. Services Agreements that require the DistrictTCHD to dDisclose PHI for such functions, activities or services require Business Associate Agreements and/or Addendums.
- 7-8. Workforce Member: eEmployees, Medical Staff and Allied Health Professionals (AHP), volunteers, trainees, Business Visitors and other persons whose conduct, in the performance of work for (TCHD), is under the direct control of TCHD whether or not they are paid by TCHD.

C. POLICY:

- 1. A Business Associate is subject to civil and criminal penalties under Sections 1176 and 1177 of the Social Security Act and is directly liable for compliance with the Health Insurance Portability and Accountability Act ("HIPAA") Privacy and Security Rules.
- 1.2. The District CHD and each Business Associate shall protect the privacy and provide for the security of PHI disclosed to Business Associate in compliance HIPAA with the HIPAA Regulations.
- 2.3. If the District-TCHD enters into a Services Agreement with a party that is a Business Associate under HIPAA, the-DistrictTCHD will enter into a BAA with such party before dDisclosing PHI to it.
- 3.4. The DistrictCHD will require that Business Associates ensure that agreements with subcontractors that receive, maintain or transmit PHI on behalf of the Business Associates for purposes of Business Associates' BAAs with the District TCHD are subject to the same requirements as those in the District TCHD's BAA.
- 4.5. The DistrictCHD also complies with and requires its Business Associates to comply with applicable state laws and regulatory requirements that may be more stringent thant HIPAA, such as those requiring notification of breaches of PHI.

D. PROCESS:

- 1. As part of the HIPAA Regulations, the Privacy Rule requires District-TCHD to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI. These requirements include, but may not be limited to the following: The BAA shall-centain all BAA contractual requirements under the Privacy Rule.
 - a. In conjunction with DistrictTCHD, Business Associate must establish the permitted Uses and Disclosures of PHI by the Business Associate. HIPAA permits the use of PHI for proper management and administration.
 - b. Business Associate must refrain from uUsing or dDisclosing the PHI other than as permitted by the BAA or as required by law.
 - c. Business Associate must use appropriate safeguards to prevent Use or Disclosure of the information other than as provided for in the BAA.
 - Business Associate shall have implemented a security program that includes administrative, technical and physical safeguards designed to prevent unauthorized Use or Disclosure of electronic PHI as required by the Security Rule set forth in subchapter C

Administrative Policy Manual - Compliance Business Associate Agreement Policy 8610-511 Page 3 of 4

of Part 45.

- e. Business Associate must report to the District any Use or Disclosure of PHI not provided for in the BAA or any unauthorized or unlawful access, any security incident and/or bBreach of PHI.
- f. Business Associate must ensure that agents and subcontractors that receive PHI from the Business Associate agree to the same restrictions and conditions that apply to the Business Associate.
- g. Business Associate shall cooperate with the DistrictTCHD in fulfilling requests by individuals for access to their PHI that are approved by the DistrictTCHD. If Business Associate maintains PHI received from District-TCHD in a Designated Record Set, Business Associate must make available that information in order to comply with an individual's right to access, inspect, and copy their health information.
- h. If Business Associate maintains PHI in a Designated Record Set, it must also provide that information in accordance with an individual's right to have the District make amendments to PHI.
- Business Associate must provide information required to make an accounting of disclosures of PHI, where such disclosures were made for purposes not related to treatment, payment, and healthcare operations.
- j. Business Associate must agree to make its internal practices, books and records related to the Use and Disclosure of PHI received from or created for the DistrictTCHD available to the U.S. Department of Health and Human Services (HHS) for the purpose of determining the DistrictTCHD's compliance with HIPAA.
- k. Business Associate must return or destroy all PHI in any form at the termination of the Agreement, unless there is a determination that return or destruction is infeasible pursuant to the HIPAA Regulations.
- I. The Business Associate Addendum shall authorize termination of it by the DistrictTCHD if the DistrictTCHD determines that the Business Associate has violated a material term of the Business Associate Agreement and/or Addendum.
- 2. The Contract Manager or other DistrictTCHD employee-Legal Department or designee responsible for Services Agreements will determine the need for a BAA. These individuals will determine if the proposed agreement meets the following criteria:
 - a. The outside entity or individual is not a TCHD Workforce Member;
 - b. The outside entity or individual will perform a service or activity "for" or "on behalf of" the District; and
 - c. The services or activities of the outside entity or individual involve creating, receiving, maintaining or transmitting PHI.
 - d. Ascertain whether the contract involves a covered entity.
- 2.3. Attached to this policy is the DistrictA TCHD-approved standard HIPAA Business Associate Agreement and Addendum. This Agreement and Addendum, or a version of the Addendumthereof, modified to provide specific safeguards for the privacy and security of PHI, must be executed.
- 3.4. When required, Business Associate and District TCHD will also execute a Data Use Application.
- 4.5. The Contract Manager, or other District TCHD employee-Legal Department or designee responsible for Services Agreements, will assure ensure that a HIPAA Business Associate Agreement and/or Addendum is executed concurrently with execution of each new Services Agreement between District-TCHD and a party that is identified as a Business Associate and before any PHI is dDisclosed by the DistrictTCHD or used, created or transmitted by the Business Associate on behalf of the DistrictTCHD.
- 6. The executed HIPAA Business Associate **Agreement and/or** Addendum is filed with the original Services Agreement in District-TCHD's Administrative Offices.
- 5.7. 3. Best practice is to conduct annual review of BAA in order to keep up to date on rules and regulations by the Privacy Officer.

E. FORM(S):

Administrative-Policy-Manual -- Compliance Business Associate Agreement Policy 8610-511 Page 4 of 4

- 1. HIPAA Business Associate Agreement
- 1-2. HIPAA Business Associate Data Use Application
- 3. HIPAA Business Associate Addendum

2.F. RELATED DOCUMENT(S):

3.1. Instructions - Data Use Application

F.G. REFERENCE(S):

- 1. 45 Code of Federal Regulations (CFR) Section 164.524
- 2. 45 CFR Section 164.526
- 3. 45 CFR Section 164.528
- 4. 45 CFR Section 164.530
- 4.5. 45 CFR 160.103.





BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is entered into by and between Tri-City Healthcare District, a health care district organized under the Local Health Care District Law of the State of California ("HOSPITAL"), and ______ ("CONTRACTOR") (the HOSPITAL and CONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties"), and is effective, as detailed within, when signed by authorized representatives of both Parties.

RECITALS

- A. HOSPITAL and CONTRACTOR wish to form or have already formed a business relationship, under which CONTRACTOR may perform certain functions for or on behalf of HOSPITAL involving either or both of the Disclosure of Protected Health Information (hereafter "PHI") by HOSPITAL to CONTRACTOR and/or the creation or Use of PHI by CONTRACTOR on behalf of HOSPITAL.
- B. HOSPITAL and CONTRACTOR intend to protect the privacy and provide for the security of PHI Disclosed to or Used by CONTRACTOR pursuant to this Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996 (Public Law 104.191; commonly referred to as "HIPAA"), the regulations promulgated thereunder, and other applicable laws, including without limitation the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (Public Law 111-005; commonly referred to as the "HITECH Act"), the HIPAA Final Omnibus Rule of January 2013, the California Medical Information Act ("CMIA") (CA Civil Code §§ 56-56.37), the California Information Practices Act (CA Civil Code §§ 198-1798.78), California Health & Safety Code § 1280.15, California Health & Safety Code §§ 123100-123149.5, and any statutes and regulations adopted or to be adopted in conjunction with or pursuant thereto (hereinafter, collectively referred to as the "HIPAA Rules").
- C. HOSPITAL may engage in one or more enterprises governed by HIPAA regulation 45 C.F.R. § 160.103, and may require services from CONTRACTOR, the nature of which may require that PHI be Used or generated by CONTRACTOR on behalf of HOSPITAL.
- D. This Agreement sets forth the terms and conditions pursuant to which PHI that is created, received, maintained, or transmitted by CONTRACTOR, from or on behalf of HOSPITAL, shall be managed. This Agreement supplements and/or amends each of the Contractual Agreements with respect to CONTRACTOR's creation, receipt, Use, and transmission of PHI thereunder, so as to allow HOSPITAL and CONTRACTOR to comply with the HIPAA Rules.

In consideration of the mutual promises below, in contemplation of the exchange of information under this or other contractual arrangements and in order to comply with legal requirements for the protection of this information, the parties agree as follows:





1. DEFINITION OF TERMS

- 1.1 Catch-all definition. The following terms (and any other capitalized terms not specified here), if used in this Agreement, shall have the same meaning as those terms in the HIPAA Rules: Accounting of Disclosures, Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- 1.2 Agreement means this Business Associate Agreement.
- 1.3 Contractual Arrangements shall refer to all other contracts, memoranda of understanding or agreement, or any similar instruments or oral arrangements establishing the exchange of goods or services between HOSPITAL and CONTRACTOR.
- 1.4 De-identified shall have the meaning set forth in 45 C.F.R. § 164.514(b). This definition, and the related section of the HIPAA Rules, specifies that all 18 of the PHI identifiers shall be removed. De-identified information does not constitute Protected Health Information and is not subject to the terms of this Agreement so long as the information remains separated from any information by which the Record Subject may be identified.
- 1.5 **HOSPITAL** shall mean the Party so named above, and shall include any members of its workforce, officers, agents, representatives and contractors.
- 1.6 **CONTRACTOR** shall mean the Party so named above, and any members of its workforce, officers, agents, subcontractors, representatives and affiliated contractors.
- 1.7 Record Subject shall mean the Individual who may be identified by, and who is the subject of, any record or records containing PHI.

2. RIGHTS OF CONTRACTOR

- 2.1 **Data Ownership:** CONTRACTOR acknowledges that he or she has no ownership interest in PHI received from HOSPITAL or created on HOSPITAL's behalf. CONTRACTOR will take no actions and make no representations that contradict this acknowledgment.
- 2.2 Services: Except as otherwise specified in this Agreement or by law, CONTRACTOR may make any and all Uses or Disclosures of PHI necessary to perform its obligations to HOSPITAL under existing or future Contractual Arrangements. All other Uses or Disclosures are prohibited. CONTRACTOR may Use or Disclose PHI for the purposes made necessary under its Contractual





Arrangements with HOSPITAL only (i) to members of its workforce, contractors, and agents, in accordance with this Agreement; or (ii) as directed by the HOSPITAL.

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR

With regard to his or her Use and/or Disclosure of PHI, CONTRACTOR agrees to:

- 3.1 Use or Disclose the Minimum Necessary PHI that it receives from or creates for HOSPITAL only as permitted or required by this Agreement or as otherwise Required by Law. [164.502(a)(4)(i) and (ii); 164.504(e)(2)(i); 164.504(e)(2)(ii)(A)] This includes, but is not limited to, CONTRACTOR being able to:
 - a. Disclose PHI when required by the Secretary to investigate or determine the CONTRACTOR's compliance with the HIPAA Rules.
 - b. Disclose PHI to the HOSPITAL, Individual, or Individual's designee, as necessary to satisfy a HOSPITAL's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an Individual's request for an electronic copy of PHI.
 - c. Use the PHI in its possession for its own normal management and administration, and to fulfill any present or future legal responsibilities of CONTRACTOR, provided that such Uses are permitted under California and federal confidentiality laws.
 - d. Disclose the PHI in its possession to third parties for the purpose of its own normal management and administration, or to fulfill any present or future legal responsibilities of CONTRACTOR, provided that:
 - i. the Disclosures are Required by Law; or
 - ii. CONTRACTOR has received from the third party reasonable assurances that that entity will treat PHI as CONTRACTOR would under this Agreement including, where applicable, via written contract as required in 45 C.F.R. § 164.504(e)(5).
 - e. provide Data Aggregation services relating to the Health Care Operations of HOSPITAL. Under no circumstances may CONTRACTOR Disclose PHI of HOSPITAL to another Covered Entity absent the explicit authorization of HOSPITAL.
 - f. request PHI in the form of a Limited Data Set, to be used for limited research, public health or health care operations purposes.
 - g. De-identify PHI obtained by CONTRACTOR under this Agreement and use such De-identified data, provided that such use is in accordance with the De-identification requirements of the HIPAA Rules.
- 3.2 report to HOSPITAL's designated Privacy Officer any Use or Disclosure of PHI that is not permitted or required by this Agreement, and in addition, report to HOSPITAL's designated Privacy Officer any Security Incident, or any Breach





(as defined in the HITECH Act or applicable state law, including without limitation section 1280.15 of the California Health & Safety Code), within 1 day of CONTRACTOR's discovery of such Breach, Security Incident, and/or unauthorized Use or Disclosure, with pertinent detail as this information is collected and to include the Risk Assessment performed by CONTRACTOR (and any necessary supporting information) in accordance with the HIPAA Rules included or following as soon thereafter as may be possible and mutually agreed by the Parties. [164.314(a)(2)(i)(C); 164.504(e)(2)(ii)(C); 164.410(b); 164.410(c)]

- 3.3 establish and act upon policies and procedures for protecting the privacy and security of PHI, including, but not limited to, contingency planning/backup and periodic security training, as required by the HIPAA Rules, and to the extent the CONTRACTOR is to carry out HOSPITAL's obligations the CONTRACTOR will comply with the requirements of 45 C.F.R., Part 164, Subpart C and Subpart E. [164.314(a)(2)(i)(A); 164.504(e)(2)(ii)(B); 164.504(e)(2)(ii)(H)]
- 3.4 implement administrative, physical, and technical safeguards that meet or exceed industry-standards and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of HOSPITAL, as required by the HIPAA Rules, covering at a minimum those elements of the HIPAA Rules made directly applicable to CONTRACTOR or any of CONTRACTOR's contractors. [164.504(e)(2)(ii)(B)]
- 3.5 ensure, through written contract or similar vehicle, that any subcontractor that creates, receives, maintains or transmits PHI on behalf of CONTRACTOR or HOSPITAL, agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. [164.314(a)(2)(i)(B); 164.504(e)(2)(ii)(D)]
- 3.6 make available its internal practices, books and records relating to any Use or Disclosure of PHI to the Department of Health and Human Services for purposes of determining HOSPITAL's and/or CONTRACTOR's compliance with the HIPAA Rules. [164.504(e)(2)(ii)(I)]
- 3.7 provide HOSPITAL any information requested by HOSPITAL, in writing, that is needed to permit HOSPITAL to respond under the HIPAA Rules to a request by a Record Subject for an Accounting of the Disclosures of PHI of the individual, within 10 business days of the request; the response shall be in electronic format if so required by the HITECH Act and requested by HOSPITAL, and shall cover the lesser of the timeframe specifically requested or the maximum timeframe that over which such information must be retained by HOSPITAL and/or CONTRACTOR under the applicable portion of the HIPAA Rules, in accordance with 45 C.F.R. § 164.528. [164.504(e)(2)(ii)(G)]
- 3.8 return to HOSPITAL or destroy, within 20 business days of the termination of this Agreement, all PHI in CONTRACTOR's possession and retain no copies, transcripts or backups thereof. In the event that it is infeasible to return or destroy some PHI, CONTRACTOR agrees to inform HOSPITAL in writing within 10 business days, and to limit further Use or Disclosure of the PHI to





those purposes that make return or destruction infeasible, and to maintain the protections specified in this Agreement for any retained information, for as long as the information is retained by CONTRACTOR. [164.504(e)(2)(ii)(J)]

- 3.9 Use internally and/or Disclose to CONTRACTOR's contractors, agents or other third parties, and request from HOSPITAL, only the Minimum Necessary PHI to perform or fulfill a specific function permitted or Required by Law or CONTRACTOR's Contractual Arrangements with HOSPITAL, utilizing Limited Data Sets wherever feasible and practicable, as further specified in Section 3.13 of this Agreement and as required by the HIPAA Rules. [164.502(b); 164.514(d)]
- 3.10 defer to HOSPITAL with respect to any notifications that may be necessary, as specified in Sections 4.3 and 4.4 of this Agreement, in the event of a Breach.
- 3.11 allow HOSPITAL, within ten (10) business days of a written request to CONTRACTOR by HOSPITAL, to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies, and procedures of CONTRACTOR relating to the Use or Disclosure of PHI pursuant to this Agreement and the HIPAA Rule.
- 3.12 With Respect to the Handling of Designated Record Sets, CONTRACTOR further agrees to:
 - a. provide access to the PHI for HOSPITAL or the Record Subject to whom such PHI relates (or his or her authorized representative), at the request of, and within the timeframe designated by the HIPAA Rules and HOSPITAL, in order to meet a request by such Individual under the HIPAA Rules, in accordance with 45 C.F.R. § 164.524. [164.504(e)(2)(ii)(E)]
 - b. make any amendment(s) to the PHI required by the HIPAA Rules that HOSPITAL directs, at the request of and within the timeframe designated by the HIPAA Rules and HOSPITAL, in accordance with 45 C.F.R. § 164.526. [164.504(e)(2)(ii)(F)]
- 3.13 With Respect to the Use or Disclosure of Limited Data Sets, CONTRACTOR further agrees to:
 - a. limit the use of the Limited Data Set to the specific research, public health, or health care operations purposes for which the data was requested;
 - b. make no attempt to reconstruct the identity of the Record Subject from the Limited Data Set;
 - c. establish in advance what entities other than CONTRACTOR may be asked by CONTRACTOR to Use or Disclose the Limited Data Set, obtain agreements from such entities to abide by the specific restrictions applicable to CONTRACTOR with respect to Limited Data Sets (as set forth in this section 3.13), and certify compliance with this section to HOSPITAL in writing.





4. OBLIGATIONS OF HOSPITAL

- 4.1 HOSPITAL shall not request CONTRACTOR to Use or Disclose PHI in any manner that would violate this Agreement or the HIPAA Rules.
- 4.2 With regard to the Use or Disclosure of PHI by CONTRACTOR, HOSPITAL agrees to notify CONTRACTOR, in writing and in a timely manner, of any arrangements or limitations permitted or required of the HOSPITAL under the HIPAA Rules that will significantly impact the Use or Disclosure of PHI by CONTRACTOR under their Contractual Arrangements, including, but not limited to, restrictions on Use or Disclosure of PHI agreed to by the HOSPITAL pursuant to a Record Subject's approved request for additional privacy restrictions.
- 4.3 Notification to Individual. It is the sole responsibility of the HOSPITAL to notify Individuals of any Breach of PHI. At no time, is CONTRACTOR to contact or speak directly with any of HOSPITAL's Individuals who are the subject of any Breach of PHI. Any such inquiries should be directed to the HOSPITAL's Privacy Officer. CONTRACTOR shall cooperate with HOSPITAL as necessary to provide such notification and any details pertaining to any Breach of PHI.
- 4.4 Notification to Media. For a Breach of PHI involving more than 500 Individuals, it is solely the responsibility of HOSPITAL to notify the media and appropriate law enforcement and federal and state agencies as required by the HITECH Act, 45 C.F.R. § 164.406, and applicable state law. At no time is CONTRACTOR to contact or speak directly with the media without the prior authorization of HOSPITAL. CONTRACTOR shall cooperate with HOSPITAL as necessary to gather information or provide such notification to the media.

5. WARRANTIES AND REPRESENTATIONS

Each Party represents and warrants to the other Party that all of its workforce members, officers, agents, representatives and contractors whose services may be used to fulfill obligations under this Agreement or other Contractual Arrangements are or shall be appropriately informed of their responsibilities and duties with respect to PHI and the HIPAA Rules, are qualified to render those services competently and in compliance with the HIPAA Rules, and are under legal obligation to each Party, respectively, to observe and comply with all applicable medical privacy and confidentiality requirements, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement and all other standards set by applicable federal and California law.

6. TERM AND TERMINATION

- 6.1 **Term.** This Agreement shall become effective when signed by authorized representatives of both Parties and shall continue in effect, unless specifically terminated as provided in this Section. In addition, certain provisions and requirements of this Agreement may survive its expiration or other termination.
- 6.2 Termination by HOSPITAL. If HOSPITAL determines that CONTRACTOR has breached a material term of this Agreement, HOSPITAL shall provide CONTRACTOR with written notice of the existence of a breach and afford





CONTRACTOR an opportunity to cure said breach upon mutually agreeable terms. CONTRACTOR must provide an acceptable and effective plan to cure said breach to the satisfaction of HOSPITAL within 10 days of receiving notice. Failure to cure will be grounds for the immediate termination of this Addendum. [164.504(e)(2)(iii)]

- 6.3 Termination by CONTRACTOR. If CONTRACTOR determines that HOSPITAL has breached a material term of this Agreement, or that a material condition of performance under this Agreement has so changed that CONTRACTOR finds it impossible to comply with the new condition, CONTRACTOR may provide 60 days' notice of its intention to terminate this Agreement and any related Contractual Arrangements.
- 6.4 **Effect of Termination.** In the event of termination pursuant to this Section, CONTRACTOR agrees to return or destroy all PHI received from or created, transmitted, or maintained for HOSPITAL as specified in Section 3.8. Further, the obligation to indemnify the other party set forth in Section 7.1 shall survive the termination of this Agreement for any reason.

In the event that CONTRACTOR determines that returning or destroying a subset of the PHI is infeasible, CONTRACTOR shall provide to HOSPITAL notification of the conditions that make return or destruction infeasible. CONTRACTOR shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such PHI.

7. INDEMNIFICATION AND INSURANCE

- 7.1 Indemnification. The Parties agree to indemnify and hold harmless each other and each other's respective employees, agents and affiliated entities against any claim, damage or liability, including reasonable defense costs, that may result from any third party claim if and to the extent proximately caused by any breach of this Agreement by the other, as determined by a court, administrative body of competent jurisdiction, formal alternative dispute resolution process or good faith negotiated settlement, and provided that the party seeking indemnification furnishes to the other prompt written notice and requisite authority, information and assistance to defend, save that the Indemnifying Party may not make any admission of fault or liability on behalf of the other without the other Party's prior written permission.
- 7.2 Insurance. CONTRACTOR, at its sole cost and expense, shall insure its activities in connection with this Agreement. Specifically, CONTRACTOR shall obtain, keep in force, and maintain insurance or equivalent programs of self-insurance with appropriate limits that shall cover losses that may arise from breach of this Agreement, breach of CONTRACTOR's security, or other unauthorized Use or Disclosure of PHI by CONTRACTOR. At HOSPITAL's request, CONTRACTOR shall provide copies of Certificates of Insurance, or other similar documentation satisfactory to HOSPITAL, prior to the effective date of this Agreement, and in such cases shall continue to update HOSPITAL





with regard to changes in CONTRACTOR's chosen insurance carriers or coverage limits. It should be expressly understood, however, that the limits and coverage expressed therein shall in no way limit the liability of CONTRACTOR.

8. MISCELLANEOUS

- 8.1 Amendments. The Parties acknowledge that technology, best industry practices, and state and federal law regarding the privacy of PHI are rapidly evolving, and that amendment of this Agreement may be required to reflect such developments. Upon HOSPITAL's request, CONTRACTOR agrees to promptly enter into the negotiations with HOSPITAL concerning the terms of any necessary changes to this Agreement consistent with these developments, in order to maintain optimal privacy and confidentiality for the PHI that CONTRACTOR receives from or creates for HOSPITAL. This Agreement may not be modified, nor any provision hereof waived or amended, except in a writing duly signed by authorized representatives of the Parties.
- 8.2 Assignments/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, affiliated entities, successors and assigns. CONTRACTOR may not assign the rights or obligations under this Agreement without the express written consent of HOSPITAL.
- 8.3 Assistance in Litigation/Administrative Proceedings. Upon written request of either Party, and upon making arrangement to pay reasonable expenses incurred, the Parties agree to provide good-faith assistance, in the form of records, witness testimony, and other evidence as the requesting Party may reasonably deem necessary in order to defend against a third party judicial or administrative action or investigation, provided that such assistance would not unfairly prejudice the ability of that Party to defend itself in any pending or expected legal or administrative proceeding or investigation. This clause shall not have effect in cases of adversarial proceedings between the Parties, and under such circumstances the normal rules of discovery shall instead apply.
- 8.4 Attorneys' Fees. If any legal action, suit or proceeding, including mediation, arbitration or other non-judicial proceeding, is commenced between CONTRACTOR and HOSPITAL regarding their respective rights and obligations under this Agreement, the prevailing Party shall be entitled to recover, in addition to damages or other relief, all costs and expenses, attorneys' fees and court costs (including, without limitation, expert witness fees). As used herein, the term "prevailing Party" shall mean the Party that obtains the principal relief that it has sought by judgment. If the Party that commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other Party, such other party shall be deemed the prevailing Party.
- 8.5 **Dispute Resolution.** The Parties agree to attempt, in good faith, to resolve any breach or alleged breach that does not result in summary termination under Section 6.2 of this Agreement. Should such attempts fail to produce a mutually agreeable result within a reasonable period of time, the Parties agree to seek





mediation before a mediator approved by, and in a process conducted under the applicable rules of, the American Arbitration Association before filing a lawsuit over the unresolved matters. Notwithstanding the foregoing, the Parties waive all rights to, and agree not to assert any right to, any trial by jury on any issues or disputes arising under or related to this Agreement.

- 8.6 General Interpretation. The Parties have negotiated the terms of this Agreement and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Agreement. In addition, any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- 8.7 **Governing Law.** This Agreement shall be governed by the laws of the State of California. All disputes arising hereunder shall be adjudicated before the courts of the County of San Diego, California. The Parties hereby waive all objections to the exercise of personal jurisdiction or venue of said courts.
- 8.8 **Merger.** This Agreement and the respective Contractual Arrangements comprise the entire agreement between the Parties, with respect to the privacy of PHI and the ordering and termination of relationships that impact such concerns, and supersedes all prior discussions, negotiations, and arrangements.
- 8.9 **Notice.** Any notice to be given under this Agreement shall be in writing and delivered personally or sent by certified or registered mail or overnight delivery

(for HOSPITAL): Tri-City Medical Center

4002 Vista Way Oceanside, CA 92056

Attn: Chief Executive Officer

(for CONTRACTOR):		
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- 8.10 Remedies. The right to any redress, cure, indemnification, termination, or any other right conferred under this Agreement is not intended to be exclusive and exists in addition to any other rights or remedies available to either Party at law or in equity.
- 8.11 **Severance.** The invalidity or unenforceability of any part of this Agreement shall not affect the remaining provisions, and the Agreement shall be construed as if the invalid provisions were omitted.
- 8.12 **Survival.** The respective rights and obligations of the Parties under the provisions of this Agreement, solely with respect to PHI that CONTRACTOR





retains in accordance with Sections 3.10, shall survive termination of this Agreement indefinitely. All of Section 3 shall survive termination of this Agreement with respect to retained PHI that comprises some or all of a Designated Record Set.

- 8.13 Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective affiliated entities, successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 8.14 Waiver. All rights and obligations created under this Agreement shall survive any attempt, other than through a valid Amendment as per Section 8.1, to remove or modify them. No action or failure to act by either Party, other than the execution of a valid written Amendment, may waive any right or obligation to subsequently act, refrain from acting, or command the action or inaction of the other Party, as applicable, as provided within this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective when signed by authorized representatives of both Parties.

For HOSPITAL	For CONTRACTOR
Ву:	Ву:
Name: Steve Dietlin	Name:
Title: Chief Executive Officer	Title:
Date:	Date:

Revised: 10/19





HIPAA Business Associate - Data Use Application

Principal Recipient of Protected Health Information
Company Name and Contact: Address:
Phone # Fax #
E-mail:
This Application is executed as part of the Business Associate Agreement, to reflect additional specifications relating to the Use or Disclosure of the Designated Data Set of Protected Health Information (PHI). This Application may be amended from time to time as needed.
1. The purpose of the information and how the Designated Data Set of PHI will be used to accomplish that purpose:
2. The specific purpose for the use and disclosure of this data:
3. Identification of who is intended to use and receive the data:
4. Safeguards that prevent unauthorized use or disclosure:
5. The plan (how and when) to destroy the Designated Data Set of PHI:





meth	od of transmission, use of an	 section may include specifications for disclosure format, intermediary, use of digital signatures or PKI, authentication, fications, de-identification or re-identification of data and other
		incations, de-identification or re-identification of data and other
		Signature:
		Print Name:
		Title:
		Date Signed:

Revised: 10/19

HIPAA BUSINESS ASSOCIATE ADDENDUM

)		USINESS ASSOCIATE ADDENDUM ("Addendum") is entered into as of, 20 (the "Execution Date"), by and between Tri-City Healthcare District, a					
health and _	n care district or	ganized under the Local Health Care District Law of the State of California ("Hospital")("Contractor").					
A.		Hospital owns and operates a general acute care hospital that is located at 4002 Vista Way, Oceanside, California.					
B.	Public Law 10	covered entity" under the Health Insurance Portability and Accountability Act of 1996, 94-191 ("HIPAA") and, as such, must enter into so-called "business associate" contracts octors that may have access to patient medical information in either paper or electronic					
C.	Pursuant to the dated as of medical inform	Agreement by and between Hospital and Contractor,, 20(the "Agreement"), Contractor may have access to patient nation from Hospital.					
D.	Information To their impleme amended fron hereinafter be contained in the ("PAMRA") co	Contractor are committed to complying with HIPAA, as amended by the Health echnology for Economic and Clinical Health Act, Public Law 111-05 ("HITECH Act") and nting regulations ("the HIPAA Regulations) as they become effective or as otherwise in time to time (collectively these changes, HIPAA and the HIPAA Regulations shall be referred to as the "HIPAA Laws"), the California Medical Information Act ("CMIA"), the California Civil Code Section 56 et seq., the Patient Access To Medical Records Act contained in the California Health and Safety Code, Section 123100 et seq., California afety Code Section 1280.15 ("Section 1280.15") and other California patient privacy laws.					
E.		EFORE, in consideration of the recitals, conditions and promises herein contained, the reby agree as follows:					
	1. <u>Define</u>	ed Terms.					
	(a)	Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the HIPAA Laws. A reference in this Addendum to a section in the HIPAA Regulations, means the section of the Code of Federal Regulations (CFR) as in effect or as amended, and for which compliance is required.					
	(b)	Unauthorized or Unlawful Access shall mean the inappropriate review or viewing of patient medical information without a direct need for diagnosis, treatment or other lawful Use as permitted by HIPAA, CMIA or by other statutes or regulations governing the lawful access, Use or Disclosure of medical information.					
	(c)	Designated Data Set is a group of records, from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the Individual, and which is used to make decisions about the					

(d) Data Use Application describes the purpose, controls and safeguards agreed to by the Contractor and Hospital.

Billing and Collecting. If Contractor provides billing and collecting services to Hospital or otherwise conducts any Standard Transactions on behalf of Hospital, Contractor shall comply with this Section. Contractor shall comply with 45 CFR Parts 160 and 162 (the "Transaction Rule"), including: (a) Contractor shall not change the definition, data condition, or use of a data element or segment in a standard of the Transactions Rule (a "Standard"); (b) Contractor shall not add any data elements or segments to the maximum defined data set; (c) Contractor shall not use any code or data elements that are either marked "not used" in the Standard's

Individual.

implementation specification or are not in the Standard's implementation specification(s); and (d) Contractor shall not change the meaning or intent of the Standard's implementation specification(s).

3. Contractor's Obligations

- (a) Contractor acknowledges and agrees that all Protected Health Information that is created or received by Hospital and Disclosed or made available in any form, including paper record, audio recording, and electronic display by Hospital or its operating units to Contractor, or is created, received, maintained or transmitted by Contractor on Hospital's behalf, shall be subject to the Agreement and this Addendum.
- (b) Contractor shall not Use or Disclose Protected Health Information in any form, including electronic form ("PHI"), other than as permitted or required by this Addendum or required by law.
- (c) Contractor shall not permit Unauthorized or Unlawful Access to PHI.
- (d) Except as otherwise limited in this Addendum, Contractor may Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, Hospital as specified in the Agreement or for Contractor's internal operational purposes, provided that such Use or Disclosure would not violate the HIPAA Regulations or California law if done by Hospital.
- (e) The Contractor shall not further Disclose any PHI (including to subcontractors) received from the Hospital or maintained by the Contractor, unless permitted by this Addendum and, in such cases, only if such Disclosure is required or permitted under California law.
- (f) The Contractor shall not Disclose PHI to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out-of-pocket in full for the health care item or service to which the PHI solely relates.
- (g) Except as otherwise provided for in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. (See 45 C.F.R. §164.504(e)(4)(i)).
- (h) Except as otherwise provided for in this Agreement, Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached. (See 45 C.F.R. §164.504(e)(4)(ii)).
- (i) To the extent that Contractor is to carry out one or more of Hospital's obligations under Subpart E of 45 CFR Part 164, Contractor shall comply with the requirements of Subpart E that apply to Hospital in the performance of the obligations.
- 4. <u>Disclosure Accounting</u>. In the event that Contractor makes any Disclosures of PHI that are subject to the accounting requirements of 45 CFR Section 164.528, Contractor promptly shall report such Disclosures to Hospital in writing. Such notice shall include the name of the individual and company affiliation to whom the PHI was Disclosed and the date of the Disclosure. Contractor shall maintain a record of each such Disclosure, including the date of the Disclosure, the name and, if available, the address of the recipient of the PHI, a brief description of the PHI Disclosed and a brief description of the purpose of the Disclosure.

Contractor shall maintain this record for a period of six (6) years and make such records available to Hospital upon request in an electronic format so that Hospital may meet its Disclosure accounting obligations under 45 CFR Section 164.528.

- 5. Access to PHI by Individuals. Contractor shall cooperate with Hospital to fulfill all requests by Individuals for access to the Individual's PHI that are approved by Hospital. Contractor shall cooperate with Hospital in all respects necessary for it to comply with 45 CFR Section 164.524. If Contractor receives a request from an Individual for access to PHI, Contractor immediately shall forward such request to Hospital, who shall be solely responsible for determining the scope of PHI and Designated Record Set with respect to each request by an individual for access to PHI. If Contractor maintains PHI in a Designated Record Set on behalf of Hospital, Contractor shall permit any Individual, upon notice by Hospital, to access and obtain copies of the individual's PHI in accordance with 45 CFR Section 164.524. Contractor shall make the PHI available in the format requested by the Individual and approved by Hospital. If Business Associate maintains the PHI in a Designated Record Set in electronic form and an Individual requests a copy of such information in electronic format, Business Associate shall provide such information in electronic format to Hospital in order for it to comply with its obligation. Contractor shall not charge Hospital or the Individual any fees for such access to PHI. If Contractor does not hold any information as part of a Designated Record Set, this Section shall not apply to Contractor.
- 6. <u>Amendment of PHI.</u> Contractor shall incorporate all amendments to PHI received from Hospital within five (5) business days of receipt. Contractor shall provide written notice to Hospital within five (5) business days of completing such amendment(s). Such notice shall confirm that Contractor has made the amendment(s) to PHI as directed by Hospital and shall contain any additional information necessary for Hospital to provide adequate notice to the Individual in accordance with 45 CFR Section 164.526. If Contractor does not hold any information as part of a Designated Record Set, this Section shall not apply to Contractor.
- 7. Access to Contractor's Books and Records. Contractor shall make its internal practices, books and records relating to the Use and Disclosure of PHI received from, or created or received by Contractor on behalf of Hospital, available to the Secretary of the Department of Health and Human Services ("Secretary") for purposes of determining Hospital's compliance with the HIPAA Laws. Contractor shall provide to Hospital a copy of any PHI that Contractor provides to the Secretary concurrently with providing such PHI to the Secretary. Contractor also shall make its internal practices, books and records available within five (5) business days of a request by Hospital for inspection for purposes of determining compliance with this Agreement.
- 8. <u>Security Safeguards</u>. Contractor shall implement a documented information security program that includes administrative, technical and physical safeguards designed to prevent the accidental or otherwise unauthorized Use or Disclosure of PHI. Contractor shall require any agents, affiliates, subsidiaries or subcontractors, with access to electronic PHI related to Hospital in any way, to agree in writing to the same requirements under this Section. Moreover, Contractor shall implement administrative, physical, and technical safeguards and policy, procedure, and documentation requirements consistent with the requirements of 45 CFR Sections 164.308, 164.310, 164.312, and 164.316.
- 9. Reporting and Mitigating. Contractor shall immediately report, but in no event later than 24 hours, any Security Incident including any Unauthorized or Unlawful Access, Use or Disclosure of PHI or Breach of Unsecured PHI not provided for or permitted by this Addendum of which the Contractor becomes aware. Moreover, in the event that Contractor becomes aware that PHI has been or reasonably believes has been accessed, acquired or Disclosed as a result of a "Breach," or Unauthorized or Unlawful Access as those terms are defined by the HIPAA Laws or Section 1280.15, Contractor will notify Hospital of the Breach and/or Unauthorized or Unlawful Access, Use or Disclosure, including the identification of each Individual who has been or is reasonably believed to have been affected thereby. Contractor's notification to Hospital shall be

provided in accordance with HIPAA Laws and Section 1280.15 and guidance as it may be provided by the Secretary and the California Office of Health Information Integrity. Contractor shall use its best efforts to mitigate the deleterious effects of any Unlawful Access, Use or Disclosure of PHI not authorized by this Addendum or any Security Incident.

10. Term and Termination.

- (a) The Term of this Addendum shall be effective as of the Execution Date and shall terminate when all of the PHI provided by Hospital to Contractor, or created or received by Contractor on behalf of Hospital, is destroyed or returned to Hospital, or, if it is infeasible to return or destroy the PHI, protections are extended to such information, in accordance with Section 11 below.
- (b) If Hospital becomes aware of any material breach of this Addendum by Contractor, Hospital shall provide Contractor with written notice of such breach and such breach shall be cured by Contractor within thirty (30) business days of such notice. If such breach is not cured with such time period, Hospital shall immediately terminate this Addendum.
- (c) If Contractor becomes aware of any material breach of this Addendum by Hospital, Contractor shall provide Hospital with written notice of such breach and such breach shall be cured by Hospital within thirty (30) business days of such notice. If such breach is not cured with such time period, Contractor shall immediately terminate this Addendum.
- (d) Contractor acknowledges and agrees that Hospital may be required by HIPAA Laws to report a Breach to the Secretary of the U.S. Department of Health and Human Services and Unauthorized or Unlawful Access, Use or Disclosure of PHI to the State.
- (e) The Agreement shall automatically terminate upon termination of this Addendum for any reason whatsoever.

11. Effect of Termination.

- (a) Upon termination or expiration of this Addendum, Hospital shall direct Contractor to either return or destroy all PHI that Contractor obtained, created or maintained pursuant to the Agreement on behalf of Hospital. If Hospital determines at that time that the return or destruction of PHI is not feasible, Contractor shall extend the protections provided under this Addendum to such PHI, and limit further Use or Disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible.
- (b) Upon termination or expiration of this Addendum, Contractor shall recover all PHI that is in the possession of Contractor's agents, affiliates, subsidiaries or subcontractors. If Contractor believes at that time that it is infeasible for the Contractor to recover all PHI in the possession of Contractor's agents, affiliates, subsidiaries or subcontractors, Contractor shall provide written notice to Hospital regarding the nature of the unfeasibility. Upon a determination by Hospital that such recovery is infeasible, Contractor shall require that its agents, affiliates, subsidiaries and subcontractors agree to the extension of all protections, limitations and restrictions required of Contractor hereunder. If Hospital determines that it is feasible to make such recovery, Contractor shall recover all PHI in the possession of Contractor's agents, affiliates, subsidiaries or subcontractors.
- (c) If Contractor or Contractor's agents, affiliates, subsidiaries or subcontractors retain any PHI pursuant to this Section 11, the terms of this Addendum shall continue to apply to

the PHI retained by Contractor or any of Contractor's agents, affiliates, subsidiaries or subcontractors, even after termination of the Agreement.

- 12. <u>Prohibition of Sale of PHI.</u> Contractor may not directly or indirectly receive remuneration in exchange for any PHI without a valid Authorization specifically indicating that the PHI may be sold to the entity receiving the PHI unless the sale is otherwise authorized by the HIPAA Laws.
- 13. Indemnification. Each party, to the extent allowable under the California Tort Claims Act, shall indemnify, defend and hold harmless the other party and its agents, employees, contractors, officers and directors against: (i) any and all liability arising out of such party's failure to comply with the terms of this Addendum, and any injury, loss, fines, claims, or damages arising from the negligent operations, acts, or omissions of such party or its employees relating to or arising out of this Addendum; and (ii) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the other party in connection with the defense of such claims.
- 14. Contractor's Compliance with HIPAA. Hospital makes no warranty or representation that compliance by Contractor with this Addendum, the HIPAA Laws or California law will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized Use or Disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI.
- 15. <u>Continuing Agreement</u>. Except as expressly modified by this Addendum, the Agreement shall continue in full force and effect. In the event of any conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
- Assignment; Binding Effect. This Addendum shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. Unless otherwise provided in the Agreement, Contractor may not assign the rights or obligations under the Agreement without the express written consent of Hospital; however, Hospital may assign its rights and obligations under this Agreement to any successor or affiliated entity without the consent of Contractor.
- 17. Affiliates, Agents, Subsidiaries and Subcontractors. Contractor shall require any agents and subcontractors which creates, receives, maintains or transmits PHI related to Hospital on its behalf, to agree in writing to the same Use and Disclosure restrictions and conditions imposed on Contractor by this Addendum including the requirement that such agents and subcontractors implement reasonable and appropriate administrative, physical and technical safeguards to protect such PHI. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract to such agents and subcontractors including the requirement to report Security Incidents, Breaches and Unauthorized or Unlawful Access, Use and Disclosures to Business Associate. Unless the Agreement permits Contractor to subcontract its services, Contractor shall not subcontract any of its services under the Agreement without first obtaining Hospital's prior written consent.
- 18. <u>Compliance with Laws</u>. The parties shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments, applicable to the performance of the Agreement and this Addendum.
- 19. Governing Law. Unless provided otherwise in the Agreement, this Addendum shall be construed in accordance with and governed by the laws of the State of California, except the conflicts of laws provisions which would require the application of the laws of any other jurisdiction.

- 20. <u>Headings</u>. The headings in this Addendum are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- 21. <u>No Third-party Beneficiary Rights.</u> Unless provided otherwise in the Agreement, the parties do not intend to confer and this Addendum shall not be construed to confer any rights or benefits to any person, firm, physician, corporation or entity other than the parties.
- 22. <u>Data Ownership</u>. Contractor acknowledges and agrees that all PHI that Contractor obtains, creates or maintains pursuant to the Agreement, on behalf of Hospital or for Contractor's internal use, is the property of Hospital and Contractor has no ownership rights with respect thereto.
- 23. <u>Severability</u>. If any provision of this Addendum is determined to be illegal or unenforceable, that provision shall be severed from this Addendum and/or the Agreement, as applicable, and such severance shall have no effect upon the enforceability of the remainder of the Agreement.
- 24. <u>Counterparts</u>. This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
- 25. <u>Data Use Application</u>. If Contractor requests a "Designated Data Set" from Hospital, Contractor must complete a Data Use Application (Instructions and Application attached to this Addendum) and submit a completed Data Use Application with this signed Addendum. The Data Use Application may be modified or amended by mutual agreement of the parties at any time without amending the Agreement or this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Execution Date.

HOSPITAL

Tri-City Healthcare District, a health care district organized under the Local Health Care district Law of the State of California

By:	
Chief Executive Officer	
CONTRACTOR	
Signature:	
Print Name:	
Title:	

Revised: 10/19





Instructions – Data Use Application Tri-City Healthcare District ("Hospital")

Hospital may Disclose a Designated Data Set of Protected Health Information (PHI) according to a Business Associate Agreement, if Hospital obtains satisfactory assurance that the recipient of the PHI will Use or Disclose the information only for limited purposes.

Please complete the Data Use Application, explaining your receipt and use of Hospital PHI, by answering the following questions:

- State the purpose of the information and how the Designated Data Set of PHI will be used to accomplish that purpose.
- Provide the specific purpose for the Use and Disclosure of this data.
- Identify who can Use and receive the data.
- Provide an adequate assurance of safeguards that prevent unapproved Use or Disclosure.
- Identify your plan (how and when) to destroy the Designated Data Set of PHI.

Revised: 10/19



ADMINISTRATIVE COMPLIANCE

DELETE – follow Job Description for Chief Compliance Officer

ISSUE DATE:

05/12

SUBJECT: Chief Compliance Officer

REVISION DATE(S): 12/12, 04/15

POLICY NUMBER: 8750-535

Administrative Compliance Content Expert Approval:

Administrative Policies & Procedures Committee Approval:

Organizational Compliance Committee Approval:

Medical Executive Committee Approval:

Audit, Compliance & Ethics Committee Approval:

Board of Directors Approval:

01/1905/19

01/1905/1908/19

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A. PURPOSE:

1. This-policy-provides for the appointment of, and sets-forth-the-general duties and responsibilities of, Tri-City Healthcare District's (TCHD's) Chief Compliance Officer.

B. GENERAL POLICY:

1. The Chief Compliance Officer (CCO) shall advise the Board of Directors (Board) and Chief Executive Officer (CEO) regarding the design and implementation of the agency's othics and compliance programs. The CCO shall report directly to the CEO with a dotted line to the Board regarding material legal and compliance risks and mitigation offorts. In the event that the CCO ceases to be a TCHD employee, or is removed or resigns or is removed with Board concurrence from the position of CCO, the Board CEO shall promptly appoint an interim CCO until such time as an appropriate permanent CCO may be identified and engaged.

C. HIRE OF CHIEF COMPLIANCE OFFICER:

- The CCO shall be hired by the CEO. with approval from the TCHD Board.
- 2. The CEO-shall-cause-the-hiring of the CCO with approval of the Board to be recorded in writing and properly and effectively announced to TCHD's employees, members of the Medical Staff and other affected individuals, including, but not limited to, contractors who furnish patient care or related services to TCHD and/or its patients.
- 3. The CCO-shall-have-the duties and responsibilities set forth below.
- 4. The CCO shall have direct access and report directly to TCHD's Beard of Directors, Audit, Compliance & Ethics (ACE) Committee, and CEO regarding the status of the Compliance Program and any material developments affecting the Compliance Program. Such rReports shall occur as frequently as needed in the best interests of TCHD, but in any event no less than on a quarterly basis.
- For administrative purposes, the CCO shall report directly to the CEO.

D. QUALIFICATIONS OF COMPLIANCE OFFICER

- 1. The CCO-shall have credentials and experience appropriate for understanding the TCHD's mission and operations, and for executing the duties and responsibilities set forth in this Policy.
- 2. The CCO shall-demonstrate high integrity, good judgment, assertiveness, and an approachable demonstrate when working with TCHD's Board, senior-management, employees, Medical Staff, and relevant contractors and agents.
- 3. The CCO must have sufficient time to dedicate to the CCO position and its attendant duties and responsibilities. The CCO also shall have sufficient resources to perform his/her duties and responsibilities.

AUTHORITY OF COMPLIANCE OFFICER; REVIEW OF FINDINGS

- The CCO shall have the authority to access and review all TCHD records and other documents (whether in paper or electronic form) and interview all TCHD employees, as necessary to discharge his/her duties and responsibilities.
- The CCO shall have sufficient management authority, responsibility, and resources to permit the performance of his/her-duties.
- The CCO shall have the authority to report to the CEO, Beard, and ACE Committee regarding compliance-matters at any time.
- The CCO shall have direct access to all senior management.
 - With approval of the Board or CEO, the CCO shall have authority to engage qualified outside legal counsel and consultants to assist him/her achieve the objectives of the Compliance Program. The CCO should routinely review with General Counsel any matters reported to the Board.
- The CCO shall provide prior notice and consultation with the General Counsel or the CEO or the Board of Directors in the absence of the CEO, prior to obtaining outside council or consultants to achieve the objectives of the Compliance Program.
- TCHD may commission an independent review to verify any findings of the CCO.

SPECIFIC DUTIES AND RESPONSIBILITIES OF COMPLIANCE OFFICER

- The CCO will be responsible for, among other things:
 - Advise the Board and the CEO regarding the design and implementation of TCHD's Compliance Program.
 - Oversee and menitor the implementation and operation of TCHD's Compliance Program, including staff supervision as necessary.
 - Monitor changes and/or updates in relevant state and federal health care program laws and-regulations.
 - Report on a regular basis (at least quarterly) to the CEO, ACE Committee, and Board regarding compliance issues and the status of TCHD's Compliance Program.
 - Monitor various guidance, alerts and other communications issued by federal or state
 government agencies, including the U.S. Department of Health and Human Services, the
 Federal Trade Commission, and the U.S. Department of Justice.
 - Develop written policies to implement the Compliance Program and address existing and new compliance risk areas.
 - g. Amend the Compliance-Program (including the Code of Conduct and Policies), as necessary.
 - Oversee the meetings, work plans, and operations of the internal compliance committee.
 - Develop, coordinate, and document TCHD's compliance-related educational and training programs.
 - j. Promote awareness of, and compliance with, applicable laws and policies on the part of Directors, employees, members of the Medical Staff, contractors, and agents.
 - Ensure new employees and centractors are screened against appropriate state and federal debarment/sanction lists.
 - Ensure new employees receive the Code of Conduct and related training.
 - Coordinate internal and external compliance reviews or audits of TCHD's business operations and practices.
 - Review TCHD business arrangements to ensure compliance with applicable laws, regulations, and policies. This may be accomplished by conferring with legal counsel, as appropriate.
 - Respond to compliance inquiries.
 - Ensure TCHD's Confidential Reporting Line (Values Line) and other lines of communication are operating effectively and that compliance concerns are documented and addressed premptly and appropriately.
 - q. Ensure exit interviews of departing employees are conducted to elicit information concerning potential violations of laws, regulations or TCHD's policies.

Administrative Compliance Chief Compliance Officer Policy 8750-535 Page 3 of 3

rInvestigate-suspected-violations of applicable laws, regulations and policie	is and mak
recommendations regarding corrective actions, as appropriate.	
s. Consult with Board and logal counsel, as appropriate-to-the-foregoing.	

G. REFERENCE(S):

- 1. Compliance Program Guidance for Hospitals, published by the U.S. Department of Health and Human Services, Office of Inspector General, February 1998.
- Office of Inspector General Supplemental Compliance Program-Guidance for Hospitals, January 2005.
- 2. California Hospital Association Compliance Manual, 2018



Position Title:	Chief Compliance Officer	Job Code Number:	20020
Department Name/Location:	Administration	Department Number(s):	8610
Status (Check one):	Exemptx Nonexempt	Position Reports To: (Title only)	СЕО
Management Approval (VP or higher):	Chief Executive Officer (CEO)	Date Approved:	May 2017
Compensation Approved by:	HR	Date Approved:	May 2017

The position characteristics reflect the most important duties, responsibilities and competencies considered necessary to perform the essential functions of the job in a fully competent manner. They should not be considered as a detailed description of all the work requirements of the position. The characteristics of the position and standards of performance may be changed by the CEO and / or District with or without prior notice based on the needs of the organization. The physical location for this position will be in the District's corporate headquarters at 4002 Vista Way, Oceanside, CA in an office designated by the CEO.

Position Summary:

The incumbent serves as the primary contact for the District's Compliance Program. This individual occupies a high-level position porting directly to the Medical Center's CEO and a 'dotted line' reporting responsibility to the District's Board of Directors, and unctions as an independent and objective person who directs and monitors the District's Compliance Program. Key responsibilities include: develops, initiates and ensures that policies and procedures for the operation of the Compliance Program are implemented so that the District maintains compliance with all applicable laws, regulations, standards of conduct and policies. In addition, the incumbent advises the CEO and/or his designee and the Board of Directors and all internal committees on material legal and compliance risks, mitigation and corrective actions.

This position functions as the hospital's Privacy Officer and implements TCMC privacy policies and practices. Researches and reviews complaints and requests for further information regarding TCMC privacy policies. Oversees education concerning privacy. Under the direction of the legal, counsel the Privacy Officer also performs investigations and provides reports on privacy related incidents.

Major Position Responsibilities:

- Develop, implement, oversee, monitor and promote the implementation and maintenance of an effective Compliance Program.
- Provide guidance to the CEO, the Board of Directors and the District's senior management regarding matters related to compliance.
- Deliver ongoing reports of Compliance Program activities to the CEO and to the Audit and Compliance Committee.
- Report on a regular basis (and no less than quarterly) to the Board of Directors on activities, changes to, and progress of, the Compliance Program.
- Develop, monitor and revise the Compliance Program, including the Code of Conduct and compliance policies and procedures, as needed and based on changes in, and needs of, the District as well as changes in applicable laws and regulations.
- Develop and coordinate timely educational and training initiatives that focus on the Compliance Program ensuring that Board members and District personnel are educated on compliance matters.
- Ensure independent contractors and agents of the District are aware of the District's Compliance Program and how it affects the services provided by contractors and agents.
 - Establish, publicize and reinforce effective lines of communication throughout the organization including, reporting mechanisms, and oversee the District's compliance hotline.

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- Create and enforce policies and procedures, in cooperation with Human Resources, the Procurement Department and the Medical Staff Office related to appropriate screening of the District's employees, contractors, vendors, and health care providers against state and federal health care program and agency debarment lists in accordance with District policies and procedures.
 In cooperation with Human Resources, oversee and monitor the enforcement of compliance obligations and standards through appropriate disciplinary mechanisms.
- Establish and implement systems for routine monitoring and auditing reasonably designed to detect violations of the Code of Conduct and applicable laws, regulations and policies.
- Establish an annual risk assessment process to identify key areas of compliance risk.
- Conduct timely investigations of identified potential compliance issues and consult with the District's legal counsel, as necessary and appropriate.
- Designate work groups and task forces needed to carry out investigations or initiatives of the Compliance Program.
- Develop and implement appropriate and timely corrective action plans to resolve risks and prevent similar future risks.
- Manage other resources, as appropriate, to ensure appropriate legal, compliance and risk program services are provided to the District.

Privacy Officer

- Participates in the development of system-wide privacy policy and ensures uniform implementation of TCMC privacy policy in the facility.
- Leads development and implementation of procedures for timely implementing of uniform privacy policies. Monitors and ensures compliance with district-wide policies.
- Receives, documents, tracks, coordinates investigations and action on all complaints concerning TCMC privacy policies and procedures according to established guidelines.
- Ensures that the facility maintains the appropriate authorizations, notices, and materials reflecting current TCMC organizational and legal practices as they relate to privacy.
- Initiates, facilitates, and promotes activities to foster information privacy awareness within the facility. Oversees implementation of TCMC privacy education program requirements and ensures maintenance of education records.
- Coordinates privacy risk assessments and internal privacy audits, formulating and ensuring the implementation of corrective action plans for problems uncovered.
 - Works with the IT and Leadership to provide appropriate system access to users in accordance with established policy and procedure for confidentiality and security of protected health and other information.
- Facilitates development of action plans to mitigate breaches of privacy.

Additional responsibilities may include:

- Oversight of Board approved templates and controls.
- Collector of public record requests and document production.
- Liaison with the Board of Directors and Administration regarding the Corporate Compliance program.
- Facilitate activities related to internal audit and compliance.
- Oversee all contracts in the electronic management system including alerts for deadlines, renewals and regulatory change.
- Other responsibilities assigned by the CEO.

Qualifications:

ESSENTIAL COMPETENCIES, KNOWLEDGE, & EXPERIENCE

- Knowledge of, and familiarity with, health care provider compliance programs, required.
- Knowledge of state and federal laws and regulations related to health care providers and, particularly hospitals, including fraud and abuse, reimbursement and accreditation standards.
- Demonstrated ability to communicate with management and report to boards of directors, required.
- Knowledge of healthcare risk management, claims management, and loss control, required.
- Excellent written and oral communication skills, personal initiative, organized and methodical, meticulous documentation and computer skills, prompt and reliable, thorough and consistent, and flexible and adaptable to change, required.

Education:

Graduate degree in Healthcare Administration or Juris Doctorate degree required.

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Experience:

• Minimum 5 years' experience in a health care compliance program, preferably in a hospital setting, with at least 2 years at an executive level, required.

Certifications:

 Certification in Healthcare Compliance (CHC) through the Health Care Compliance Association (HCCA), California Hospital Association (CHA) or other recognized Compliance Officer Certification, preferred or obtained within 18 months of hire.

Essential Organizational Behaviors

- Demonstrates behaviors that are consistent with the District's Mission and Values and those that reflect the "Standards of Service Excellence".
- 2. Performs job responsibilities in an ethical, compliant manner consistent with the District's values, policies, procedures, and Code of Conduct.
- 3. Works well with team members toward a common purpose. Reinforces the efforts and goals of the work group. Supports the team's decisions regardless of individual viewpoint.
- 4. Demonstrates flexibility in schedules and assignments in order to meet the needs of the organization. .
- 5. Utilizes, maintains, and allocates equipment and supplies in a cost-effective and efficient manner. Improves productivity through proper time management.
- 6. Seeks feedback from customers and team members in order to identify and improve processes and outcomes.

Equal Employment Opportunity

Tri-City Medical Center is committed to the principle of Equal Employment Opportunity for all employees and applicants. It is our policy to ensure that both current and prospective employees are afforded equal employment opportunity without consideration of race, religious creed, color, national origin, nationality, ancestry, age, sex, marital status, sexual orientation, or present or past disability (unless the nature and extent of the disability precludes performance of the essential functions of the job with or without a reasonable accommodation) in accordance with local, state and federal laws.

Americans with Disabilities Act

Applicants as well as employees who are or become disabled must be able to perform the essential job functions either unaided or with easonable accommodation. The organization shall determine reasonable accommodation on a case-by-case basis in accordance with applicable law.

Physical, Mental and Environmental Demands

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1	Sit		
10	Stand		
3	Walk		
4	Bend/stoop		
5	Squat/Crouch		
6	Climb Stairs		
7	Kneel		
8	Balance		
9	Walk on uneven surfaces		
10	Reach		
11	Twist/turn		
12	Push/pulls:		
	* Patients		
\vdash	❖ Carts		
<u> </u>	❖ Beds/gurneys		
	❖ Wheelchairs		
12	❖ Other:		
13	Lifts or transfers:		
-	❖ Up to 10 lbs.		
<u> </u>	❖ 11-20 lbs.		
	❖ 21-50 lbs.		
<u> </u>	❖ 51-100 lbs.		
-	❖ Greater than 100 lbs.		
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	❖ Phone		
_	❖ Call system		
2	Reading/writing		
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Tri-City Health Care District Oceanside, California

ADMINISTRATIVE POLICY MANUAL COMPLIANCE

ISSUE DATE:

03/03

SUBJECT: Disclosure of Information to Public

and Media

| REVISION DATE(S): 01/06, 05/09, 08/12

POLICY NUMBER: 8610-524

Administrative Compliance Content Expert Approval:

05/19

Administrative Policies & Procedures Committee Approval: Organizational Compliance Committee Approval:

06/1505/19 n/a

Medical Executive Committee Approval:

Audit, Compliance and Ethics Committee Approval:

n/a

08/1510/19

Board of Directors Approval:

08/15

A. **PURPOSE:**

The purpose of this Policy is to provide guidance on the limitation of Disclosures that may be made by Tri-City Healthcare District (TCHD) of patient Protected Health Information (PHI) to the general public, including the media.

B. **DEFINITION(S):**

- Authorization: \$\)\text{The written form that complies with HIPAA and state law that is obtained from the Individual or his or her Personal Representative in order for TCHD to Use and Disclose PHI.
- 2. Business Associate: a-A person or organization who, on behalf of TCHD, performs certain functions or activities involving the Use or Disclosure of PHI or services that require the Business Associate to create, receive, maintain or transmit PHI on behalf of the TCHD or where TCHD needs to Disclose PHI to Business Associates for the services.
- 3. Business Associate Addendum or BAA: is-an-An Addendum to an applicable Services Agreement between the District and a Business Associate that outlines the specific obligations of the Business Associate related to the Use or Disclosure of District PHI.
- 4. Disclosure: the-The release, transfer, provision of, access to or divulging of PHI outside TCHD.
- 5. Protected Health Information (PHI): individually-Individually identifiable health information transmitted or maintained in paper or electronic form that is created or received by TCHD AND
 - Relates to the past, present or future physical or mental health or condition of an individual: OR
 - b. Relates to the provision of health care to an individual; OR
 - Relates to the past, present, or future payment, AND C.
 - d. Identifies the individual OR with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 6. Services Agreement: An agreement between the TCHD and a third party whereby the third party performs a function, activity or service on behalf of TCHD. Services Agreements that require TCHD to Disclose PHÍ for such functions, activities or services require Business Associate Addendums.
- 7. <u>Use:</u> the sharing, application, utilization, examination or analysis of PHI within TCHD.
- 8. Workforce Member: employeesEmployees, Medical Staff and Allied Health Professionals (AHP), volunteers, trainees, and other persons whose conduct, in the performance of work for TCHD is under the direct control of TCHD whether or not they are paid by TCHD.

POLICY:

TCHD shall comply with the restrictions imposed on it by HIPAA related to Disclosure of patient information to the public, including the media.

Administrative Policy Manual—Compliance Disclosure of information to Public and Media— Policy 8610-524 Page 2 of 3

- 2. The Public Information Officer (PIO) will coordinate responses to requests from the media concerning patients with the Privacy Officer.
- 3. The Privacy Officer is responsible for making determinations involving Disclosures of patient information to the public, including the media.

D. PROCEDURES:

- 1. Requests for Information
 - a. HIPAA is more restrictive than California law regarding the timing and scope of information that may be provided to the public, including the media, concerning patients. TCHD shall follow the stricter requirements in HIPAA.
 - b. The PIO will coordinate all responses to media requests involving PHI with the Privacy Officer. The Privacy Officer will identify whether limited medical condition information may be disclosed or whether an Authorization from the patient is required for a response involving disclosure of patient information to the media.
 - c. TCHD may only release information about a patient if the inquiry specifically contains the patient's name. If an inquiry specifically contains a patient's name, then only limited medical condition descriptions and location information can be released as provided in this policy.
 - d. The following activities always require prior written Authorization from the patient:
 - Making detailed statements (beyond one-word descriptions as provided in D.1.d below) regarding the patient's medical condition or injury, his or her treatment, prognosis, etc.
 - ii. Photographing or videotaping patients; and
 - iii. Interviewing patients; and
 - iv. Any other Disclosure of patient information not specifically permitted by this Policy.
 - e. Patient privacy rights continue to apply after a patient's death. Inquiries must be handled in accordance with this Policy. If a Disclosure is only permitted with an authorization, the deceased patient's Personal Representative must provide a written Authorization.
 - f. Except for the limited Disclosures permitted under D.1.b., Disclosures to the Public, including the Media, require a patient (or Personal Representative) Authorization, the Privacy Officer shall be responsible for making all other determinations involving Disclosures to the Public, including the Media. The Privacy Officer may consult with legal counsel as necessary and appropriate.

2. Media Access to Patients

- All requests for patient information by the media during normal business hours will be referred to the PIO. The PIO shall confer with the Privacy Officer on all such requests.
- b. All requests for patient information made by the media outside of normal business hours will be routed through the PBX operator. If deemed not urgent, the Administrative Supervisor will ask the reporter to call back during normal business hours.
- c. All contacts from the media are required to go through the PIO. Reporters who contact staff other than the PIO will be verbally reminded up to three times to contact only the PIO. The unauthorized inquiries will be documented. After three warnings, staff will not acknowledge inquiries by reporters who have received three warnings.
- d. The PIO shall accompany media representatives at all times when they are in TCHD facilities.
- e. Media requests for writings or records must be sent as official Public Records Act Requests (PRR).
- f. TCHD reserves the right to deny any media representatives access to a patient, physician, employee or volunteer if it is determined that the presence of media (including photographers, videographers, reporters and/or other media staff) could aggravate the patient's condition or interfere with hospital care and business.
- 3. Patient Contacts With the Media
 - a. TCHD must continue to protect a patient's PHI if a patient or the patient's family member contacts the media and initiates a discussion, complaint or accusation involving their medical condition, treatment at TCHD, or other related matters.

Administrative Policy-Manual—Compliance Disclosure of Information to Public and Media—Policy 8610-524 Page 3 of 3

b. While TCHD may attempt to obtain an Authorization from the patient to respond to the media, if no Authorization is obtained, TCHD may not release information. In the event TCHD wishes to respond to such media inquiries, it should consult with legal counsel before doing so.

E. <u>REFERENCE(S)-LIST:</u>

- 1. 45 Code of Federal Register (CFR) Section 160.103
- 2. 45 CFR Section 164.510
- 3. 45 CFR Section 164.530(e)

HHS.gov

U.S. Department of Health & Human Services

Health Information Privacy

Covered Entities and Business Associates

The HIPAA Rules apply to covered entities and business associates.

Individuals, organizations, and agencies that meet the definition of a covered entity under HIPAA must comply with the Rules' requirements to protect the privacy and security of health information and must provide individuals with certain rights with respect to their health information. If a covered entity engages a business associate to help it carry out its health care activities and functions, the covered entity must have a written business associate contract or other arrangement with the business associate that establishes specifically what the business associate has been engaged to do and requires the business associate to comply with the Rules' requirements to protect the privacy and security of protected health information. In addition to these contractual obligations, business associates are directly liable for compliance with certain provisions of the HIPAA Rules.

If an entity does not meet the definition of a covered entity or business associate, it does not have to comply with the HIPAA Rules. See definitions of "business associate" and "covered entity" at 45 CFR 160.103.

View an easy-to-use <u>question and answer decision tool</u> to find out if an organization or individual is a covered entity.

Fast Facts for Covered Entities

A Covered Entity is one of the following:

A Health Care Provider

A Health Plan

A Health Care Clearinghouse

A Covered Entity is one of the following:

A Health Care Provider	A Health Plan	A Health Care Clearinghouse
This includes providers such as: Doctors Clinics Psychologists Dentists Chiropractors Nursing Homes Pharmacies	This includes: Health insurance companies HMOs Company health plans Government programs that pay for health care, such as Medicare, Medicaid, and the military and veterans health care programs	This includes entities that process nonstandard health information they receive from another entity into a standard (i.e., standard electronic format or data content), or vice versa.
but only if they transmit any information in an electronic form in connection with a transaction for which HHS has adopted a standard.		

TRI-CITY HEALTHCARE DISTRICT

BYLAWS

October 31, 2019

PREAMBLE

The name of this District shall be TRI-CITY HEALTHCARE DISTRICT, organized December 10, 1957, owning and operating TRI-CITY MEDICAL CENTER, under the terms of The Local Health Care District Law of the State of California (H&S Code § 32000 et seq.)

The objectives of this District shall be to promote the public health and general welfare of the communities it serves.

This District shall be empowered to receive and administer funds for the attainment of these objectives, in accordance with the purposes and powers set forth in The Local Health Care District Law of the State of California (H&S Code § 32000 et seq.) and other applicable law.

ARTICLE I

Purposes and Scope

Section 1. Scope of Bylaws.

These Bylaws shall be known as the "District Bylaws" and shall govern the TRI-CITY HEALTHCARE DISTRICT, its Board of Directors, and all of its affiliated and subordinate organizations and groups.

The Board of Directors may delegate certain powers to the Medical Staff and to other affiliated and subordinate organizations and groups, such powers to be exercised in accordance with the respective Bylaws of such groups. All powers and functions not expressly delegated to such affiliated or subordinate organizations or groups in the Bylaws of such other organizations or groups are to be considered residual powers vested in the Board of Directors of this District.

The Bylaws of the Medical Staff and other affiliated and subordinate organizations and groups, and any amendments to such Bylaws, shall not be effective until they are approved by the Board of Directors of the TRI-CITY HEALTHCARE DISTRICT. In the event of any conflict between the Bylaws of the Medical Staff and any other affiliated or subordinate organization or group, and the provisions of these District Bylaws, these District Bylaws shall prevail.

Purposes.

The purposes of the TRI-CITY HEALTHCARE DISTRICT shall include, but not necessarily be limited to, the following:

- a. Within the limits of community resources, to provide the best facilities and services possible for the acute and continued care of the injured and all, regardless of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or set forth in Education Code section 220
- b. To assure the highest level of patient care in the hospital of the District.
- c. To coordinate the services of the District with community agencies and other hospitals providing health care services.
- d. To conduct educational and research activities essential to the attainment of its purposes.
- e. To do any and all other acts necessary to carry out the provisions of the Local Health Care District Law, accrediting agencies and other applicable law, and District Bylaws and policies.

Profit or Gain.

There shall be no contemplation of profit or pecuniary gain, and no distribution of profits, to any individual, under any guise whatsoever, nor shall there by any distribution of assets or surpluses to any individual on the dissolution of this District.

Disposition of Surplus.

Should the operation of the District result in a surplus of revenue over expenses during any particular period, such surplus may be used and dealt with by the Directors for charitable hospital purposes. This may include the establishment of free or part-free hospital beds, or for improvements in the hospital's facilities for the care of the sick, injured, or disabled, or for other purposes not inconsistent with the Local Health Care District Law, other applicable law, and District Bylaws and policies.

ARTICLE II

OFFICES

Section 1. Offices.

The principal office for the transaction for the business of the TRI-CITY HEALTHCARE DISTRICT is hereby fixed at TRI-CITY MEDICAL CENTER, 4002 Vista Way, Oceanside, California. Branch offices may at any time be established by the Board of Directors at any place within or without the boundaries of TRI-CITY HEALTHCARE DISTRICT, for the benefit of TRI-CITY HEALTHCARE DISTRICT and the people served by TRI-CITY HEALTHCARE DISTRICT.

Section 2. Mailing Address.

The mailing address of TRI-CITY HEALTHCARE DISTRICT shall be as follows:

TRI-CITY HEALTHCARE DISTRICT c/o Tri-City Medical Center 4002 Vista Way Oceanside, CA 92056

ARTICLE III

DIRECTORS

Section 1. Number, Qualifications, Election or Appointment.

The Board of Directors shall consist of seven (7) members, who are elected (or appointed) in accordance with the Local Health Care District Law of the State of California, and other applicable law, each of whom shall be a registered voter, residing in the District. The members of the Board of Directors shall be elective officers of the local health care district. (H&S Code §§ 32100 and 32100.5.)

Section 2. Term.

The term of each member of the Board of Directors elected shall be four (4) years, or until his or her successor is elected and has qualified. The person receiving the highest number of votes for each designated district zone to be filled at the health care district general election shall be elected thereto. A member of the Board of Directors elected (or appointed pursuant to the provisions of the Uniform District Election Law, Elections Code §§ 10500-10556) shall take office at noon on the first Friday in December next following the District general election. (H&S Code §§ 32002, 32100 and 32100.5; Elections Code § 10554.)

Section 3. <u>Powers and Duties.</u>

The Board of Directors shall have and exercise all the powers of a Health Care District set forth in the Local Health Care District Law (H&S Code § 32000 et seq.), other applicable law, and District Bylaws and policies, as well as the powers listed herein:

- a. To control and be responsible for the management of all operations and affairs of the District.
- b. To make and enforce all rules and regulations necessary for the administration, government, protection, and maintenance of hospitals and other facilities under District jurisdiction.
- c. To appoint the President/Chief Executive Officer and to define the powers and duties of such appointee.
- d. To delegate certain powers to the Medical Staff and other affiliated or subordinate organizations in accordance with their respective bylaws. The Medical Staff shall notify the Board of Directors upon election of the Chief of the Medical Staff and of all Chairpersons of the various medical departments and services, whose powers and duties shall be defined by the Medical Staff Bylaws as approved by the Board of Directors.
- e. To approve or disapprove all constitutions, bylaws, rules and regulations, including amendments thereto; of all affiliated or subordinate organizations.
- f. To appoint, approve and remove members of the Medical Staff. The Medical Staff shall make recommendations in this regard.

- g. To establish policies for the operation of this District, its Board of Directors and its facilities.
- h. To designate by resolution persons who shall have authority to sign checks drawn on the funds of the District.
- i. To do any and all other acts necessary to carry out the provisions of these Bylaws or the provisions of the Local Health Care District Law and other applicable law.
- j. To negotiate and enter into agreements with independent contractors, including physicians, paramedical personnel, other agencies and other facilities within the District's jurisdiction. (H&S Code §§ 32121 and 32128.)

Along with the powers of the Board of Directors, it shall be the duty of the Board of Directors to establish rules of the hospitals and other facilities within District jurisdiction, which shall include the following:

- aa. Provision for the organization of physicians and surgeons, podiatrists, and dentists, licensed to practice in the State of California who are permitted to practice in the hospitals and other facilities within District jurisdiction into a formal Medical Staff, with appropriate officers and bylaws and with staff appointments on an annual or biennial basis.
- bb. Provision for a procedure for appointment and reappointment of Medical Staff as provided by the standards of The Joint Commission.
- cc. Provision that the Medical Staff shall be self governing with respect to the professional work performed in hospitals and other facilities within District jurisdiction; that the Medical Staff shall meet in accordance with the minimum requirements of The Joint Commission; and that the medical records of the patients shall be the basis for such review and analysis.
- dd. Provision that accurate and complete medical records be prepared and maintained for all patients.
- ee. Limitations with respect to the practice of medicine and surgery in the hospitals and other facilities within District jurisdiction as the Board of Directors may find to be in the best interests of the public health and welfare, including appropriate provision for proof of ability to respond in damages by applicants for staff membership, as long as no duly licensed physician and surgeon is excluded from staff membership solely because he or she is licensed by the Osteopathic Medical Board of California.

Members of the Board of Directors shall also have the following duties:

- aaa. Duty of Care. Directors shall exercise proper diligence in their decision-making process by acting in good faith in a manner that they reasonably believe is in the best interest of the District, and with the level of care that an ordinarily prudent person would exercise in like circumstances.
- bbb. Duty of Loyalty. Directors shall discharge their duties unselfishly, in a manner designed to benefit only the District and not the Directors personally or politically,

 Revised October, 2019

and shall disclose to the full Board of Directors situations that they believe may present a potential for conflict with the purposes of the District.

ccc. Duty of Obedience. Directors shall be faithful to the underlying purposes of the District described in Article I, section 1, herein.

If it is found, by a majority vote of all of the Board of Directors in office at that time, that a Director has violated any of his or her duties to the detriment of the District, such Director is subject to removal from office according to the procedures set forth in section 9, subdivision a, of Article IV.

The rules of the hospitals and other facilities within District jurisdiction shall, insofar as is consistent with the Local Health Care District Law and other applicable law, be in accord with and contain minimum standards not less than the rules and standards of private or voluntary hospitals. Unless specifically prohibited by law, the Board of Directors may adopt other rules which could be lawfully adopted by private or voluntary hospitals. (H&S Code §§ 32121 and 32128.)

Section 4. <u>Compensation</u>.

- a. The Board of Directors shall serve without compensation, except that the Board of Directors, by a Resolution adopted by a majority vote of the members of the Board of Directors, may authorize the payment of not to exceed One Hundred and No/100 Dollars (\$100.00) per meeting not to exceed six meetings a month or increase by 5% as compensation to each member of the Board of Directors. (H&S Code § 32103.)
- For purposes of this provision, "meeting" shall mean the following, to the extent Ъ. permitted by applicable law: (1) any congregation of a majority of the members of the Board of Directors or of a committee or other body established by the Board of Directors, at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the Board of Directors or of the committee, if the congregation is subject to the open meeting requirements of Government Code Section 54953 and other applicable law; (2) and any other occurrences described in Government Code section 53232.1, if authorized pursuant to a written Board of Directors Policy; provided that payment of compensation shall be further subject to a member's compliance with such policies as the Board of Directors may establish. A Director is eligible for compensation under this provision for attendance at a regular or special meeting of a committee or subcommittee only if the Director is a duly-appointed member of that committee or subcommittee as of the date of attendance, or as may be authorized by Board of Directors Policy as an "occurrence" and permitted by law.
- c. Each member of the Board of Directors shall be allowed his or her actual necessary traveling and incidental expenses incurred in the performance of official business of the District as approved by the Board of Directors in accordance with applicable law, including but not limited to the provisions set forth in AB 1234, as they may be revised from time to time. (H&S Code §32103.)

Section 5. <u>Vacancies</u>.

Any vacancy upon the Board of Directors shall be filled by the methods prescribed in Section 1780 of the Government Code, State of California laws and other applicable law. (H&S Code §32100.)

Section 6. Resignations.

Any member of the Board of Directors may resign at any time by giving written notice to the Board of Directors, or to the Chairperson, or to the Secretary of the Board of Directors. Any such resignation shall take effect as of the date of the receipt of the notice or any later time specified therein and unless specified therein, the acceptance of such resignation shall not be necessary to make the resignation effective.

Section 7. Absences From Meetings.

The term of any member of the Board of Directors shall expire if he or she is absent from three consecutive regular meetings, or from three of any five consecutive regular meetings of the Board of Directors, and the Board of Directors by resolution declares that a vacancy exists on the Board of Directors.

MEETINGS OF DIRECTORS

Section 8. Regular Meetings.

Regular meetings of the Board of Directors of the District shall be scheduled for the last Thursday of each calendar month at a time determined by the Board of Directors at least annually, in Assembly Room 3 of the Eugene L. Geil Pavilion, Tri-City Medical Center, 4002 Vista Way, Oceanside, California. The Board of Directors may, from time to time, change the time, the day of the month of such regular meetings and the location (provided the location is within the boundaries of the District) as dictated by holiday schedules or changing circumstances. (H&S Code § 32104; Gov. Code § 54954.)

Section 9. Special Meetings.

A special meeting of the Board of Directors may be called at any time by the presiding officer of the Board of Directors or by four (4) members of the Board of Directors, by providing written notice as specified herein to each member of the Board of Directors and to each local newspaper of general circulation, radio or television station requesting notice in writing.

The notice shall be delivered by any means to effectuate actual notice, including but not limited to, personally or by mail and shall be received at least twenty-four (24) hours before the time of the meeting as specified in the notice.

The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the Board of Directors.

The written notice may be dispensed with as to any Board of Directors member who at or prior to the time the meeting convenes files with the Secretary of the Board of Directors a written waiver of notice. The waiver may be given by telegram. The written notice may also be dispensed with as to any Board of Directors member who is actually present at the meeting at the time it convenes.

The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public. (Gov. Code § 54956.)

In the case of a dire emergency situation as described in Gov. Code § 54956.5, a special meeting may be held without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 54956 or both of the notice and posting requirements.

Section 10. Quorum.

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. (H&S Code §32106.) A quorum of the Board of Directors is the number of members that must be present in order to transact business. Members of the Board of Directors who are disqualified by law from participating in a given matter may not be counted toward a quorum for that matter. Members who are entitled to vote, but who voluntarily abstain from voting on a given matter, shall be counted toward a quorum for that matter.

Section 11. Number of Votes Required for Board of Directors Action.

In order for the Board of Directors to take action, a majority of the Directors entitled to vote on the matter and who have not abstained must vote in favor of the motion, proposal or resolution.

Section 12. Adjournment.

The Board of Directors may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting, the Secretary or Assistant Secretary of the Board of Directors may declare the meeting adjourned to a stated time and place and he or she shall cause a written notice of the adjournment to be given in the same manner as provided for special meetings, unless such notice is waived as provided for in special meetings.

A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held within twenty-four (24) hours after the time of adjournment.

When a regular or adjourned regular meeting is adjourned as herein provided, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by these Bylaws. (Gov. Code § 54955.)

Section 13. <u>Public Meetings</u>.

All meetings of the Board of Directors shall be open and public, and all persons shall be permitted to attend any meeting of the Board of Directors, except as otherwise provided in the Ralph M. Brown Act, the Local Health Care District Law and other applicable law. (Gov. Code §54953(a); H&S §§ 32106 and 32155.)

Section 14. Setting the Agenda.

At least seventy-two (72) hours before a regular meeting, the Board of Directors of Tri-City Healthcare District or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The

agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public. If requested, the agenda, shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132). In addition, the agenda shall include information regarding how, to whom, and when a request for disability related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meetings. The agenda is developed by the Board of Directors' Chairperson, President/Chief Executive Officer and Board Counsel. Any other Board of Directors member has the right to place an item on the agenda through the Chairperson. In the absence of the Chairperson, the Vice Chairperson has the authority to place an item on the agenda, and in the absence of both the Chairperson and Vice Chairperson, the Secretary has the right to place an item on the agenda. In the absence of the Chairperson, Vice Chairperson, and Secretary, the President/Chief Executive Office or Board Counsel shall place an item on the agenda, as requested by any Board of Directors member. All requests by Board of Directors members regarding placement of an item on the agenda shall be in writing.

No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of the Board of Directors or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Government Code Section 54954.3 of the Brown Act. In addition, on their own initiative or in response to questions posed by the public, a member of the Board of Directors or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of the Board of Directors or the Board of Directors itself, subject to rules or procedures of the Board of Directors, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

The Board of Directors may take action on items of business not appearing on the posted agenda under any of the conditions stated in subsection (b) of Government Code Section 54954.2 or other applicable law. Prior to discussing any item pursuant to subdivision (b) of Government Code Section 54954.2, the Board of Directors shall publicly identify the item.

There must be a determination by a majority vote of the members of the Board of Directors that an emergency situation exists, as defined in Government Code Section 54956.5, as it may be revised from time to time, or upon a determination by a two-thirds vote of the members of the Board of Directors present at the Board of Directors meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action, and that the need for action came to the attention of the Board of Directors subsequent to the agenda being posted.

Section 15. Rules of Order.

The rules contained in Robert's Rules of Order on Parliamentary Procedure shall govern the meetings of the Board of Directors of TRI-CITY HEALTHCARE DISTRICT in all cases to which they are applicable and in which they are not inconsistent with the law of the State of California, the United States, or these Bylaws and/or policies and procedures as adopted by this governing body.

Section 16. Conflicts of Interest.

The Board of Directors of TRI-CITY HEATHCARE DISTRICT shall comply with all applicable laws regarding conflicts of interest, including but not limited to the California Political Reform Act, the provisions of the California Government Code regarding Prohibited Interests in Contracts, the California Doctrine of Incompatible Offices, as these laws may be amended from time to time.

ARTICLE IV

OFFICERS

Section 1. Officers.

The officers of the Board of Directors shall be a Chairperson, a Vice Chairperson, a Secretary, a Treasurer, an Assistant Secretary, and an Assistant Treasurer. No person shall hold more than one office. Whenever a Board of Directors officer is authorized to execute a written instrument in his or her official capacity, other than for reimbursement of expenses, the Chairperson and Secretary shall do so.

The Board of Directors has the power to prescribe the duties and powers of the District President/Chief Executive Officer, the secretary, and other officers and employees of any health care facilities of the District, to establish offices as may be appropriate and to appoint Board of Directors members or employees to those offices, and to determine the number of and appoint all officers and employees and to fix their compensation. The officers and employees shall hold their offices or positions at the pleasure of the Board of Directors. (H&S Code §§32100.001 and 32121(h).)

Section 2. <u>Election of Officers.</u>

The officers of the Board of Directors shall be chosen every calendar year by the Board of Directors at the regular December meeting. Board of Directors members who are unable to be present at the regular December meeting may attend via teleconference and vote on the election of officers provided their teleconference location meets the applicable legal requirements for participation. They shall assume office at the close of that meeting, and each officer shall hold office for one year, or until his or her successor shall be elected and qualified, or until he or she is otherwise disqualified to serve.

Section 3. Chairperson.

The Board of Directors shall elect one of their members to act as Chairperson. If at any time the Chairperson shall be unable to act, the Vice Chairperson shall take his or her place and perform his or her duties. If the Vice Chairperson shall also be unable to act, the Board of Directors may appoint some other member of the Board of Directors to do so and such person shall be vested temporarily with all the functions and duties of the office of the Chairperson.

The Chairperson, or member of the Board of Directors acting as such as above provided:

- a. Shall preside over all the meetings of the Board of Directors.
- b. Board of Directors Chairperson, or his or her designee, shall attend Medical Executive Committee, Joint Conference Committee meetings and other similar meetings of non-District organizations related to operations of the hospital (including those of Medical Staff committees and the hospital foundation) on behalf of the Board of Directors. Designees shall be Board of Directors members and shall at all times exclusively represent the interests of the Board of Directors. Designees may be removed at any time at the sole discretion of the Board of Directors Chairperson.

- c. Shall sign as Chairperson, on behalf of the District, all instruments in writing which he or she has been specifically authorized by the Board of Directors to sign, provided that such instruments shall also be signed by the Secretary of the Board of Directors (other than for reimbursement requests).
- d. Shall have, subject to the advice and control of the Board of Directors, general responsibility for management of the affairs of the District during his or her term in office. (H&S Code §32100.001.)

Section 4. Vice Chairperson.

The Board of Directors shall elect one of their members to act as Vice Chairperson. The Vice Chairperson shall, in the event of death, absence, or other inability of the Chairperson, exercise all the powers and perform all the duties herein given to the Chairperson.

Section 5. Secretary.

The Board of Directors shall elect one of their members to act as Secretary. The Secretary of the Board of Directors shall perform ministerial duties (i.e. sign legal documents on behalf of the Board of Directors of TRI-CITY HEALTHCARE DISTRICT. (H&S Code §32100.001.)

Section 6. Treasurer.

The Board of Directors shall elect one of their members to act as Treasurer. The Treasurer shall be required to fulfill the duties under Health and Safety Code Section 32127; provided, however, that these duties are hereby delegated to the District's Chief Financial Officer to the extent permitted by law. (H&S Code § 32127; Gov. Code § 53600 et seq.)

Section 7. Assistant Secretary.

The Board of Directors shall elect one of their members to act as Assistant Secretary. The Assistant Secretary shall in the event of death, absence or other inability of the Secretary, exercise all the powers and perform all the duties herein given to the Secretary.

Section 8. Assistant Treasurer.

The Board of Directors shall elect one of their members to act as Assistant Treasurer. The Assistant Treasurer shall in the event of death, absence or other inability of the Treasurer, exercise all the powers and perform all the duties herein given to the Treasurer.

Section 9. Removal, Resignation or Vacancy.

- a. Any officer appointed or elected by the Board of Directors may be removed from that office for failure to discharge the duties of that office, for violation of any of the policies of the Board of Directors, or for any other good cause, as determined by a majority vote of all the Board of Directors in office at that time, at any regular or special meeting of the Board of Directors.
- b. Any officer may resign from said office at any time by giving written notice to the Chair of the Board of Directors or the Board of Directors Secretary. Any such

- resignation shall take effect as of the date of the receipt of the notice or any later time specified therein, and, unless specified therein, the acceptance of such resignation shall not be necessary to make the resignation effective.
- c. In the event of a vacancy in the office of the Chairperson, the Vice-Chairperson shall succeed to that office for the balance of the unexpired term of the Chairperson. In the event of a vacancy in the office of the Secretary or Treasurer, the Assistant Secretary or Treasurer, as applicable, shall succeed to that office for the balance of the unexpired term of that officer. The Board of Directors may, but is not required to elect an officer to fill the vacancy in a subordinate office.

Section 10. Determination of and Sanctions for Willful or Corrupt Misconduct in Office

The following procedure may be used, in addition to any other procedures authorized by law or policy, to determine whether a Board of Directors member has engaged in willful or corrupt misconduct in office within the meaning of Government Code section 3060.

- a. Any member of the Board of Directors may present an accusation in writing to the Board of Directors against another member of the Board of Directors alleging willful or corrupt misconduct in office, together with any written materials to support the accusation. "Misconduct in office" shall be broadly construed and include any willful malfeasance, misfeasance, and/or nonfeasance in office, and shall be interpreted in a manner consistent with Government Code section 3060.
- b. After consideration of the accusation, the Board of Directors members present shall then vote on the question of authorizing a formal hearing on the accusation presented. A formal contempt hearing is authorized by the Board of Directors upon the concurrence of a majority of the members present, excluding the accused who shall not have a vote.
- c. Within 7 days of the authorization for a formal contempt hearing, the Board of Directors shall serve upon the accused a copy of the accusation, a statement identifying the reasons for the hearing, and a notice of the date of the hearing. The date of the hearing shall not be less than 10 days from the service of the accusation. Service shall be in person, or if that fails, by leaving a copy of the accusation taped to the entry door of the accused's last known address in plain view.
- d. The accused shall appear before the Board of Directors at the time and date stated in the accusation. However, if the date chosen by the Board of Directors is unacceptable to the accused for good cause as determined by the Board of Directors, another date shall be assigned, but shall not be more than 30 days beyond the original date set by the Board of Directors.
- e. The accused may be represented by counsel in preparing for and/or to be present at the hearing. The cost of such counsel shall be borne by the accused. If the accused chooses to have attorney representation at the hearing, the accused must notify the Secretary of the Board of Directors in writing at least 5 days before the hearing. The Board of Directors may have an attorney who is not the regular Board of Director's attorney present at the hearing to conduct the presentation of the Board of Directors'

case and question witnesses. Formal rules of evidence shall not apply; however, witnesses and statements shall be made under oath and documentary evidence shall be authenticated. The Board of Directors may establish reasonable time limits on the duration of the hearing. The Board of Directors counsel shall not participate in any way in the preparation of the accusation or presentation of evidence, but shall advise the Board of Directors on procedural matters.

- f. Five days before the scheduled hearing, each party shall submit to the Secretary of the Board of Directors a witness list and outline of anticipated evidence, either oral or written, which they intend to introduce at the hearing. Upon demand by either party, this information shall be given to the opposing party by the Board of Directors Secretary on this date. A willful failure to supply this information on a timely basis may cause it to be excluded at the hearing.
- g. At the hearing, the accused may introduce any oral testimony he or she feels will be helpful to the defense. The member of the Board of Directors who presented the accusation may introduce rebuttal evidence. The Board of Directors shall give weight to all evidence presented. The Board of Directors shall have the power to limit or exclude evidence which is repetitive, not relevant, or has little probative value. The proceeding shall be recorded.
- h. The Board of Directors shall have the burden of establishing the willful or corrupt misconduct by the accused and the burden of proof shall be by a preponderance of the evidence. The Board of Directors may introduce any evidence, oral or written testimony, the Board of Directors feels will be helpful to its case.
- i. If the accused fails to appear before the Board of Directors on the specified hearing date, the hearing may be held, based upon the evidence previously provided to the accused and other relevant evidence.
- j. At the conclusion of presentation of evidence, the Board of Directors shall vote whether to hold the accused in contempt. The accused shall not be present during deliberation. A determination of misconduct shall be upon the concurrence of a majority of the Board of Directors members present, excluding the accused who shall not have a vote and cannot take part in deliberations.
- k. Upon the determination by the Board of Directors of misconduct by the accused, the Board of Directors shall ask if the accused wishes to make a statement to the Board of Directors. Thereafter, the Board of Directors shall excuse the accused from the hearing and move to the determination of sanctions, which may include:
 - 1. A statement of censure, identifying the misconduct;
 - 2. Removal of the offending Board of Directors member from membership on one or more Board of Directors committees, or, if chair of any committee, removal from that position, for a specified period, or if no period is specified, until the annual election of Board of Directors officers;

- Removal of the offending Board of Directors member from holding any Board of Directors office or other appointment currently held;
- 4. A determination that no compensation shall be earned by the offending Board of Directors member for attendance at the meeting at which the contempt occurred, or for a specified period;
- 5. A determination that the offending Board of Directors member shall not be provided any defense or indemnity in any civil actions or proceedings arising out of or related to the member's misconduct;
- 6. Rendering the offending Board of Directors member ineligible to receive any advances or reimbursement of expenses to attend future conferences or meetings (except those previously-approved for which expenses have been incurred prior to the time of the finding of misconduct, for a period of time or subject to conditions specified in the motion;
- 7. Referral of the matter to the County Grand Jury pursuant to Government Code section 3060, including the evidence adduced during the hearing.

ARTICLE V

ARTICLE V

COMMITTEES

Section 1. Committees

The Chairperson, with the concurrence of the Board of Directors, may, from time to time, appoint one or more members of the Board of Directors and other persons as necessary or appropriate, to constitute committees for the investigation, study or review of specific matters. At the time of appointing and establishing the committee(s), the Chairperson, with the concurrence of the Board of Directors, shall establish the responsibilities of the committee(s).

The Chairperson, with the approval of the majority of the Board of Directors, may, from time to time, with or without cause, remove one or more members of the Board of Directors and any other persons from membership in any standing or other committee, or may temporarily discontinue, change the functions of, or combine standing or other committees.

Notwithstanding the foregoing, to ensure adequate representation of the Board at committee meetings, the Chairperson may make a temporary appointment of one Director to serve on a standing committee without Board concurrence, whenever the Chairperson determines that a scheduled committee meeting would otherwise be attended by only a single Director, such appointment to be effective only for that meeting.

Any committee(s) established to deliberate issues affecting the discharge of Medical Staff responsibilities shall include Medical Staff members.

No committee shall use written ballots, whether or not secret, for any purpose in its deliberations. No committee appointed shall have any power or authority to commit the Board of Directors or the District in any manner, unless the Board of Directors, by a motion duly adopted at a meeting of the Board of Directors, has specifically authorized the committee to act for and on behalf of the District.

Any advisory committee, whether permanent or temporary, which is a legislative body as defined in the Brown Act and other applicable law, shall post agendas and have meetings open to the public as provided by law.

Notices of meetings of committees which are legislative bodies shall be made in accordance with Article IV, Section 7 of these Bylaws.

Section 2. Standing Committees

Standing committees as defined by the Brown Act are open to the public and require posting of Notice of Meetings and Agendas. The following committees are the only current standing committees of the Board of Directors:

- A. Finance, Operations & Planning Committee
- B. Community Healthcare Alliance Committee

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- C. Professional Affairs Committee
- D. Audit, Compliance & Ethics Committee

The Board of Directors shall review annually the committees, their functions, and their membership.

ARTICLE VI

MANAGEMENT OFFICIALS

Section 1. <u>President/Chief Executive Officer.</u>

The Board of Directors shall select and employ a hospital administrator to be known as "President/Chief Executive Officer" who, subject to such policies as may be adopted and such orders as may be issued by the Board of Directors, or by any of its committees to which it has delegated power for such action, shall have the responsibility, as well as the authority, to function as the President/Chief Executive Officer of the institution, translating the Board of Directors' policies into actual operation. Additionally, the President/Chief Executive Officer has the authority to make recommendations to the Board of Directors on policies related to the effective ongoing operations of the District. The Chief Operating Officer/Chief Nurse Executive and/or the Chief Financial Officer are granted signing authority on behalf of the Chief Executive Officer, in order to maintain day-to-day operation of the District.

Section 2. Clerk of the Board of Directors.

The President/Chief Executive Officer may assign other staff members as may be necessary to complete the work of the Board of Directors such as the Executive Assistant. The Executive Assistant shall serve as Clerk of the Board of Directors for the purposes of Elections Code section 307 only.

Section 3. Chief Compliance Officer.

The Chief Compliance Officer shall advise the Board of Directors and Chief Executive Officer regarding the design and implementation of the organization's ethics and compliance programs. The Chief Compliance Officer shall report directly to the Chief Executive Officer and shall be responsible to the Board of Directors to timely and periodically report to it regarding the status of the compliance programs and material legal and compliance risks and mitigation efforts.

Section 4. <u>President/Chief Executive Officer's Evaluation.</u>

The Board of Directors shall evaluate the President/Chief Executive Officer's performance annually. Such evaluation shall be reduced to writing, with a copy furnished to the President/Chief Executive Officer. The President/Chief Executive Officer shall have an opportunity to reply in writing to the Board of Directors in reference to such evaluation. All written communications concerning any evaluations shall be retained in the confidential files of the Board of Directors. (Gov. Code § 54957.)

ARTICLE VII

MEDICAL STAFF

Section 1. Medical Staff.

The physicians, surgeons, podiatrists, dentists, and allied health professionals, licensed to practice in the State of California, who are permitted to practice in the hospitals and other facilities under the jurisdiction of TRI-CITY HEALTHCARE DISTRICT, shall be formed into a formal Medical Staff, in accordance with the Medical Staff Bylaws, Rules and Regulations, which have been approved by the Board of Directors of TRI-CITY HEALTHCARE DISTRICT. The Medical Staff Bylaws shall include, but not be limited to, the following provisions:

- a. Appropriate officers.
- b. Staff appointments on an annual or biennial basis.
- c. Procedure for appointment and reappointment of Medical Staff as provided by the Standards of The Joint Commission.
- d. That the Medical Staff shall meet in accordance with the minimum requirements of The Joint Commission.

The Medical Staff shall be self-governing with respect to the professional work performed in the hospital and the medical records of the patients shall be the basis for such review and analysis of the professional work of the Medical Staff. The Medical Staff members shall be responsible for preparing and maintaining accurate and complete medical records for all patients (medical records to include, but not be limited to, identification data, personal and family history, history of present illness, physician examination, special examinations, professional or working diagnosis, treatment, gross and microscopic pathological findings, progress notes, final diagnosis, condition on discharge and such other matters as the Medical Staff shall determine or as may be required by applicable The practice of medicine and surgery in the hospitals and other facilities under the jurisdiction of the District shall be within the limitations as the Board of Directors may find to be in the best interests of the public health and welfare, including appropriate provision for proof of ability to respond in damages by applicants for staff membership as long as no duly licensed physician and surgeon is excluded from staff membership solely because he or she is licensed by the Osteopathic Medical Board of California. The Medical Staff shall be responsible for the development, adoption and annual review of the Medical Staff Bylaws and Rules and Regulations that are consistent with District policy and with any applicable law. The Medical Staff are subject to, and effective upon, appointment and reappointment by the Board of Directors in accordance with the standards of The Joint Commission (H&S Code § 32128.)

The Tri-City Healthcare District shall maintain a Quality Assurance/Performance Improvement ("QA/PI") Program developed by a committee composed of at least five (5) physicians who are members of the Medical Staff and one (1) clerical staff member. The QA/PI Program shall be implemented by the QA/PI Committee, and shall be a data-driven, quality assessment and performance improvement program, implemented and maintained on a hospital-wide basis, in compliance with the requirements of Section 482.21 of Title 42 of the Code of Federal Regulations, and other applicable law, as it may be amended from time to time.

Section 2. <u>Medical Staff Membership.</u>

Membership on the Medical Staff is a privilege, not a right, which shall be extended only to physicians, surgeons, podiatrists, dentists, and allied health professionals, licensed to practice in this State whose education, training, experience, demonstrated competence, references and professional ethics, assures, in the judgment of the Board of Directors, that any patient admitted to or treated in the hospitals and other facilities under District jurisdiction will be given high quality professional care. Each applicant and member shall agree to abide by the District Bylaws, Medical Staff Bylaws and Rules and Regulations of the District, and applicable law. The word "Physician" when used hereafter in this Article, shall be deemed to include physicians, surgeons, dentists, and podiatrists. (H&S Code § 32128.)

Section 3. <u>Exclusion from the Medical Staff.</u>

- a. The Board of Directors shall have the power to exclude from Medical Staff membership, to deny reappointment to the Medical Staff, or to restrict the privileges of any physician, whether a general practitioner or specialist, in any hospital operated by the District, who has not exhibited that standard of education, training, experience, and demonstrated competence, references and professional ethics which will assure, in the judgment of the Board of Directors, that any patient admitted to or treated in the hospitals and other facilities under District jurisdiction will be given high quality professional care.
- b. In the case of both general practitioners and specialists, the medical resources available in the field of his or her practice shall be considered in determining the skill and care required. No physician shall be entitled to membership on the Medical Staff, or to the enjoyment or particular privileges, merely by virtue of the fact that he or she is duly licensed to practice medicine or surgery in this or any other state, or that he or she is a member of some professional organization, or that he or she, in the past or presently, has such privileges at another hospital. The burden shall be upon the physician making an initial application for membership to establish that he or she is professionally competent and ethical. (H&S Code §§32128 and 32150; B&P Code § 809.3.)

Section 4. <u>Hospital Rules</u>.

The Bylaws of the Medical Staff shall set forth the procedure by which eligibility for Medical Staff membership and establishment of professional privileges shall be determined. Such Bylaws shall provide that the Medical Staff or a committee or committees thereof, shall study the qualifications of all applicants in the establishment of professional privileges, and shall submit to the Board of Directors recommendations thereon. Such recommendations shall be considered by the Board of Directors, but shall not be binding upon the Board of Directors. The Medical Staff shall be responsible for a process or processes designed to assure that individuals who provide patient care services, but who are not subject to the Medical Staff privilege delineation process, are competent to provide such services and that the quality of patient care services provided by these individuals is reviewed as a part of the District's quality assurance programs. (H&S Code §32150.)

Section 5. <u>Hearings and Appeals</u>.

The Board of Directors hereby incorporates by reference the provisions of the Medical Staff Bylaws relating to hearing procedures and appeals regarding the professional privileges of any member of, or applicant for membership on, the Medical Staff, as those Bylaws may be amended from time to time, subject to applicable law. These provisions are presently outlined in the relevant sections of the Medical Staff Bylaws.

ARTICLE VIII

MISCELLANEOUS

Section 1. <u>Title to Property.</u>

The title to all property of the District shall be vested in the District, and the signature of any officers of the Board of Directors, authorized at any meeting of the Board of Directors, shall constitute the proper authority for the purchase or sale of property or for the investment or other disposal of funds which are subject to the control of the District. (H&S Code §§ 32121(c) and 32123.)

Section 2. Seal.

The Board of Directors shall have the power to adopt a form of Corporate Seal, and to alter it at its pleasure. (H&S Code § 2121(a).)

Section 3. Amendment.

These Bylaws may be altered, amended, repealed, added to or deleted, by a majority vote of all of the Board of Directors in office at that time, at any regular or special meeting of the Board of Directors.

Section 4. Annual Review of Bylaws.

The Board of Directors shall review the Bylaws annually and make any necessary changes that are necessary to be consistent with District policy, any applicable laws or other rules and regulations connected with operation of a hospital or other facility within District jurisdiction.

Section 5. <u>Board of Directors' Evaluation Policy.</u>

The Board of Directors shall establish a written policy and procedure for evaluation and review of the Board of Directors' performance as a group. This written copy of the Board of Directors' policy and procedures shall be reviewed by the Board of Directors, the President/Chief Executive Officer and the Board Counsel for the Board of Directors.

Section 6. <u>Affiliated Organizations.</u>

- a. <u>Auxiliary Organizations</u>. The Board of Directors may authorize the formation of auxiliary organizations to assist in the fulfillment of the purposes of the District. Each such organization shall establish its bylaws, rules, and regulations, which shall be subject to Board of Directors approval and which shall not be inconsistent with these bylaws or the policies of the Board of Directors.
- b. <u>Foundations</u>. The Board of Directors may authorize the formation of non-profit public benefit corporations, under applicable law, to assist in the fulfillment of the purposes of the District. Each such corporation shall establish its bylaws, rules, and regulations, which shall be subject to Board of Directors approval and which shall not be inconsistent with these bylaws or the policies of the Board of Directors.

CODE FOR LEGISLATIVE AUTHORITY

H&S		The Local Health Care District Law, Health and Safety Code Section 32000 et seq., State of California		
Elections Code	- ·	Uniform District Election Law, Elections Code, State of California		
Government Code		Government Code, State of California		
B&P	,			
		sions code, state of curre	711114	
This amendment to to October, 2019.	he TRI-CITY HEALTHCA	RE DISTRICT Bylaws is	approved this 31st day of	
			<u> </u>	
		Leigh Anne Grass Chairperson	Date	
ATTEST:				
Julie Nygaard Secretary	Date			

TRI-CITY HEALTHCARE DISTRICT

BYLAWS

Approved June 28, 2018

October 31, 2019

PREAMBLE

The name of this District shall be TRI-CITY HEALTHCARE DISTRICT, organized December 10, 1957, owning and operating TRI-CITY MEDICAL CENTER, under the terms of The Local Health Care District Law of the State of California (H&S Code § 32000 et seq.)

The objectives of this District shall be to promote the public health and general welfare of the communities it serves.

This District shall be empowered to receive and administer funds for the attainment of these objectives, in accordance with the purposes and powers set forth in The Local Health Care District Law of the State of California (H&S Code § 32000 et seq.) and other applicable law.

ARTICLE I

Purposes and Scope

Section 1. Scope of Bylaws.

These Bylaws shall be known as the "District Bylaws" and shall govern the TRI-CITY HEALTHCARE DISTRICT, its Board of Directors, and all of its affiliated and subordinate organizations and groups.

The Board of Directors may delegate certain powers to the Medical Staff and to other affiliated and subordinate organizations and groups, such powers to be exercised in accordance with the respective Bylaws of such groups. All powers and functions not expressly delegated to such affiliated or subordinate organizations or groups in the Bylaws of such other organizations or groups are to be considered residual powers vested in the Board of Directors of this District.

The Bylaws of the Medical Staff and other affiliated and subordinate organizations and groups, and any amendments to such Bylaws, shall not be effective until they are approved by the Board of Directors of the TRI-CITY HEALTHCARE DISTRICT. In the event of any conflict between the Bylaws of the Medical Staff and any other affiliated or subordinate organization or group, and the provisions of these District Bylaws, these District Bylaws shall prevail.

Purposes.

The purposes of the TRI-CITY HEALTHCARE DISTRICT shall include, but not necessarily be limited to, the following:

- a. Within the limits of community resources, to provide the best facilities and services possible for the acute and continued care of the injured and all, regardless of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or set forth in Education Code section 220
- b. To assure the highest level of patient care in the hospital of the District.
- c. To coordinate the services of the District with community agencies and other hospitals providing health care services.
- d. To conduct educational and research activities essential to the attainment of its purposes.
- e. To do any and all other acts necessary to carry out the provisions of the Local Health Care District Law, accrediting agencies and other applicable law, and District Bylaws and policies.

Forn

Profit or Gain.

There shall be no contemplation of profit or pecuniary gain, and no distribution of profits, to any individual, under any guise whatsoever, nor shall there by any distribution of assets or surpluses to any individual on the dissolution of this District.

Disposition of Surplus.

Should the operation of the District result in a surplus of revenue over expenses during any particular period, such surplus may be used and dealt with by the Directors for charitable hospital purposes. This may include the establishment of free or part-free hospital beds, or for improvements in the hospital's facilities for the care of the sick, injured, or disabled, or for other purposes not inconsistent with the Local Health Care District Law, other applicable law, and District Bylaws and policies.

ARTICLE II

OFFICES

Section 1. Offices.

The principal office for the transaction for the business of the TRI-CITY HEALTHCARE DISTRICT— is hereby fixed at TRI-CITY MEDICAL CENTER, 4002 Vista Way, Oceanside, California. Branch offices may at any time be established by the Board of Directors at any place within or without the boundaries of TRI-CITY HEALTHCARE DISTRICT, for the benefit of TRI-CITY HEALTHCARE DISTRICT and the people served by TRI-CITY HEALTHCARE DISTRICT.

Section 2. Mailing Address.

The mailing address of TRI-CITY HEALTHCARE DISTRICT shall be as follows:

TRI-CITY HEALTHCARE DISTRICT c/o Tri-City Medical Center 4002 Vista Way Oceanside, CA 92056

ARTICLE III

DIRECTORS

Section 1. Number, Qualifications, Election or Appointment.

The Board of Directors shall consist of seven (7) members, who are elected (or appointed) in accordance with the Local Health Care District Law of the State of California, and other applicable law, each of whom shall be a registered voter, residing in the District. The members of the Board of Directors shall be elective officers of the local health care district. (H&S Code §§ 32100 and 32100.5.)

Section 2. Term.

The term of each member of the Board of Directors elected shall be four (4) years, or until his or her successor is elected and has qualified. The person receiving the highest number of votes for each designated district zone to be filled at the health care district general election shall be elected thereto. A member of the Board of Directors elected (or appointed pursuant to the provisions of the Uniform District Election Law, Elections Code §§ 10500-10556) shall take office at noon on the first Friday in December next following the District general election. (H&S Code §§ 32002, 32100 and 32100.5; Elections Code § 10554.)

Section 3. Powers and Duties.

The Board of Directors shall have and exercise all the powers of a Health Care District set forth in the Local Health Care District Law (H&S Code § 32000 et seq.), other applicable law, and District Bylaws and policies, as well as the powers listed herein:

- a. To control and be responsible for the management of all operations and affairs of the District.
- b. To make and enforce all rules and regulations necessary for the administration, government, protection, and maintenance of hospitals and other facilities under District jurisdiction.
- c. To appoint the President/Chief Executive Officer and to define the powers and duties of such appointee.
- d. To delegate certain powers to the Medical Staff and other affiliated or subordinate organizations in accordance with their respective bylaws. The Medical Staff shall notify the Board of Directors upon election of the Chief of the Medical Staff and of all Chairpersons of the various medical departments and services, whose powers and duties shall be defined by the Medical Staff Bylaws as approved by the Board of Directors.
- e. To approve or disapprove all constitutions, bylaws, rules and regulations, including amendments thereto; of all affiliated or subordinate organizations.

Revised June 2018 October, 2019

- f. To appoint, approve and remove members of the Medical Staff. The Medical Staff shall make recommendations in this regard.
- g. To establish policies for the operation of this District, its Board of Directors and its facilities.
- h. To designate by resolution persons who shall have authority to sign checks drawn on the funds of the District.
- i. To do any and all other acts necessary to carry out the provisions of these Bylaws or the provisions of the Local Health Care District Law and other applicable law.
- j. To negotiate and enter into agreements with independent contractors, including physicians, paramedical personnel, other agencies and other facilities within the District's jurisdiction. (H&S Code §§ 32121 and 32128.)

Along with the powers of the Board of Directors, it shall be the duty of the Board of Directors to establish rules of the hospitals and other facilities within District jurisdiction, which shall include the following:

- aa. Provision for the organization of physicians and surgeons, podiatrists, and dentists, licensed to practice in the State of California who are permitted to practice in the hospitals and other facilities within District jurisdiction into a formal Medical Staff, with appropriate officers and bylaws and with staff appointments on an annual or biennial basis.
- bb. Provision for a procedure for appointment and reappointment of Medical Staff as provided by the standards of The Joint Commission.
- cc. Provision that the Medical Staff shall be self governing with respect to the professional work performed in hospitals and other facilities within District jurisdiction; that the Medical Staff shall meet in accordance with the minimum requirements of The Joint Commission; and that the medical records of the patients shall be the basis for such review and analysis.
- dd. Provision that accurate and complete medical records be prepared and maintained for all patients.
- ee. Limitations with respect to the practice of medicine and surgery in the hospitals and other facilities within District jurisdiction as the Board of Directors may find to be in the best interests of the public health and welfare, including appropriate provision for proof of ability to respond in damages by applicants for staff membership, as long as no duly licensed physician and surgeon is excluded from staff membership solely because he or she is licensed by the Osteopathic Medical Board of California.

Members of the Board of Directors shall also have the following duties:

- aaa. Duty of Care. Directors shall exercise proper diligence in their decision-making process by acting in good faith in a manner that they reasonably believe is in the best interest of the District, and with the level of care that an ordinarily prudent person would exercise in like circumstances.
- bbb. Duty of Loyalty. Directors shall discharge their duties unselfishly, in a manner designed to benefit only the District and not the Directors personally or politically, and shall disclose to the full Board of Directors situations that they believe may present a potential for conflict with the purposes of the District.
- ccc. Duty of Obedience. Directors shall be faithful to the underlying purposes of the District described in Article I, section 12, herein.

If it is found, by a majority vote of all of the Board of Directors in office at that time, that a Director has violated any of his or her duties to the detriment of the District, such Director is subject to removal from office according to the procedures set forth in section 9, subdivision a, of Article IV.

The rules of the hospitals and other facilities within District jurisdiction shall, insofar as is consistent with the Local Health Care District Law and other applicable law, be in accord with and contain minimum standards not less than the rules and standards of private or voluntary hospitals. Unless specifically prohibited by law, the Board of Directors may adopt other rules which could be lawfully adopted by private or voluntary hospitals. (H&S Code §§ 32121 and 32128.)

Section 4. Compensation.

- a. The Board of Directors shall serve without compensation, except that the Board of Directors, by a Resolution adopted by a majority vote of the members of the Board of Directors, may authorize the payment of not to exceed One Hundred and No/100 Dollars (\$100.00) per meeting not to exceed five six meetings a month or increase by 5% as compensation to each member of the Board of Directors. (H&S Code § 32103.)
- b. For purposes of this provision, "meeting" shall mean the following, to the extent permitted by applicable law: (1) any congregation of a majority of the members of the Board of Directors or of a committee or other body established by the Board of Directors, at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the Board of Directors or of the committee, if the congregation is subject to the open meeting requirements of Government Code Section 54953 and other applicable law; (2) and any other occurrences described in Government Code section 53232.1, if authorized pursuant to a written Board of Directors Policy; provided that payment of compensation shall be further subject to a member's compliance with such policies as the Board of Directors may establish. A Director is eligible for compensation under this provision for attendance at a regular or special meeting of a committee or subcommittee only if the Director is a duly-appointed member of that committee or subcommittee as of the date of attendance, or as may be authorized by Board of Directors Policy as an "occurrence" and permitted by law.

c. Each member of the Board of Directors shall be allowed his or her actual necessary traveling and incidental expenses incurred in the performance of official business of the District as approved by the Board of Directors in accordance with applicable law, including but not limited to the provisions set forth in AB 1234, as they may be revised from time to time. (H&S Code §32103.)

Section 5. Vacancies.

Any vacancy upon the Board of Directors shall be filled by the methods prescribed in Section 1780 of the Government Code, State of California laws and other applicable law. (H&S Code §32100.)

Section 6. Resignations.

Any member of the Board of Directors may resign at any time by giving written notice to the Board of Directors, or to the Chairperson, or to the Secretary or to the Clerk of the Board of Directors. Any such resignation shall take effect as of the date of the receipt of the notice or any later time specified therein and unless specified therein, the acceptance of such resignation shall not be necessary to make the resignation effective.

Section 7. Absences From Meetings.

The term of any member of the Board of Directors shall expire if he or she is absent from three consecutive regular meetings, or from three of any five consecutive regular meetings of the Board of Directors, and the Board of Directors by resolution declares that a vacancy exists on the Board of Directors.

MEETINGS OF DIRECTORS

Section 8. Regular Meetings.

Regular meetings of the Board of Directors of the District shall be scheduled for the last Thursday of each calendar month at a time determined by the Board of Directors at least annually, in Assembly Room 3 of the Eugene L. Geil Pavilion, Tri-City Medical Center, 4002 Vista Way, Oceanside, California. The Board of Directors may, from time to time, change the time, the day of the month of such regular meetings and the location (provided the location is within the boundaries of the District) as dictated by holiday schedules or changing circumstances. (H&S Code § 32104; Gov. Code § 54954.)

Section 9. Special Meetings.

A special meeting of the Board of Directors may be called at any time by the presiding officer of the Board of Directors or by four (4) members of the Board of Directors, by providing written notice as specified herein to each member of the Board of Directors and to each local newspaper of general circulation, radio or television station requesting notice in writing.

The notice shall be delivered by any means to effectuate actual notice, including but not limited to, personally or by mail and shall be received at least twenty-four (24) hours before the time of the meeting as specified in the notice.

The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the Board of Directors.

The written notice may be dispensed with as to any Board of Directors member who at or prior to the time the meeting convenes files with the Clerk or Secretary of the Board of Directors a written waiver of notice. The waiver may be given by telegram. The written notice may also be dispensed with as to any Board of Directors member who is actually present at the meeting at the time it convenes.

The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public. (Gov. Code § 54956.)

In the case of a dire emergency situation as described in Gov. Code § 54956.5, a special meeting may be held without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 54956 or both of the notice and posting requirements.

Section 10. Quorum.

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. (H&S Code §32106.) A quorum of the Board of Directors is the number of members that must be present in order to transact business. Members of the Board of Directors who are disqualified by law from participating in a given matter may not be counted toward a quorum for that matter. Members who are entitled to vote, but who voluntarily abstain from voting on a given matter, shall be counted toward a quorum for that matter.

Section 11. Number of Votes Required for Board of Directors Action.

In order for the Board of Directors to take action, a majority of the Directors entitled to vote on the matter and who have not abstained must vote in favor of the motion, proposal or resolution.

Section 12. Adjournment.

The Board of Directors may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting, the Secretary or Assistant Secretary of the Board of Directors may declare the meeting adjourned to a stated time and place and he or she shall cause a written notice of the adjournment to be given in the same manner as provided for special meetings, unless such notice is waived as provided for in special meetings.

A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held within twenty-four (24) hours after the time of adjournment.

When a regular or adjourned regular meeting is adjourned as herein provided, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by these Bylaws. (Gov. Code § 54955.)

Section 13. Public Meetings.

All meetings of the Board of Directors shall be open and public, and all persons shall be permitted to attend any meeting of the Board of Directors, except as otherwise provided in the Ralph M. Brown Act, the Local Health Care District Law and other applicable law. (Gov. Code §54953(a); H&S §§ 32106 and 32155.)

Section 14. Setting the Agenda.

At least seventy-two (72) hours before a regular meeting, the Board of Directors of Tri-City Healthcare District or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public. If requested, the agenda, shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132). In addition, the agenda shall include information regarding how, to whom, and when a request for disability related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meetings. The agenda is developed by the Board of Directors' Chairperson, President/Chief Executive Officer and Board Counsel. Any other Board of Directors member has the right to place an item on the agenda through the Chairperson. In the absence of the Chairperson, the Vice Chairperson has the authority to place an item on the agenda, and in the absence of both the Chairperson and Vice Chairperson, the Secretary has the right to place an item on the agenda. In the absence of the Chairperson, Vice Chairperson, and Secretary, the President/Chief Executive Office or Board Counsel shall place an item on the agenda, as requested by any Board of Directors member. All requests by Board of Directors members regarding placement of an item on the agenda shall be in writing.

No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of the Board of Directors or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Government Code Section 54954.3 of the Brown Act. In addition, on their own initiative or in response to questions posed by the public, a member of the Board of Directors or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of the Board of Directors or the Board of Directors itself, subject to rules or procedures of the Board of Directors, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

The Board of Directors may take action on items of business not appearing on the posted agenda under any of the conditions stated in subsection (b) of Government Code Section 54954.2 or other applicable law. Prior to discussing any item pursuant to subdivision (b) of Government Code Section 54954.2, the Board of Directors shall publicly identify the item.

There must be a determination by a majority vote of the members of the Board of Directors that an emergency situation exists, as defined in Government Code Section 54956.5, as it may be revised from time to time, or upon a determination by a two-thirds vote of the members of the Board of

Directors present at the Board of Directors meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action, and that the need for action came to the attention of the Board of Directors subsequent to the agenda being posted.

Section 15. Rules of Order.

The rules contained in Robert's Rules of Order on Parliamentary Procedure shall govern the meetings of the Board of Directors of TRI-CITY HEALTHCARE DISTRICT in all cases to which they are applicable and in which they are not inconsistent with the law of the State of California, the United States, or these Bylaws and/or policies and procedures as adopted by this governing body.

Section 16. Conflicts of Interest.

The Board of Directors of TRI-CITY HEATHCARE DISTRICT shall comply with all applicable laws regarding conflicts of interest, including but not limited to the California Political Reform Act, the provisions of the California Government Code regarding Prohibited Interests in Contracts, the California Doctrine of Incompatible Offices, as these laws may be amended from time to time.

ARTICLE IV

OFFICERS

Section 1. Officers.

The officers of the Board of Directors shall be a Chairperson, a Vice Chairperson, a Secretary, a Treasurer, an Assistant Secretary, and an Assistant Treasurer. No person shall hold more than one office. Whenever a Board of Directors officer is authorized to execute a written instrument in his or her official capacity, other than for reimbursement of expenses, the Chairperson and Secretary shall do so.

The Board of Directors has the power to prescribe the duties and powers of the District President/Chief Executive Officer, the secretary, and other officers and employees of any health care facilities of the District, to establish offices as may be appropriate and to appoint Board of Directors members or employees to those offices, and to determine the number of and appoint all officers and employees and to fix their compensation. The officers and employees shall hold their offices or positions at the pleasure of the Board of Directors. (H&S Code §§32100.001 and 32121(h).)

Section 2. Election of Officers.

The officers of the Board of Directors shall be chosen every calendar year by the Board of Directors at the regular December meeting. Board of Directors members who are unable to be present at the regular December meeting may attend via teleconference and vote on the election of officers provided their teleconference location meets the applicable legal requirements for participation. They shall assume office at the close of that meeting, and each officer shall hold office for one year, or until his or her successor shall be elected and qualified, or until he or she is otherwise disqualified to serve.

Section 3. Chairperson.

The Board of Directors shall elect one of their members to act as Chairperson. If at any time the Chairperson shall be unable to act, the Vice Chairperson shall take his or her place and perform his or her duties. If the Vice Chairperson shall also be unable to act, the Board of Directors may appoint some other member of the Board of Directors to do so and such person shall be vested temporarily with all the functions and duties of the office of the Chairperson.

The Chairperson, or member of the Board of Directors acting as such as above provided:

- a. Shall preside over all the meetings of the Board of Directors.
- b. Board of Directors Chairperson, or his or her designee, shall attend Medical Executive Committee, Joint Conference Committee meetings and other similar meetings of non-District organizations related to operations of the hospital (including those of Medical Staff committees and the hospital foundation) on behalf of the Board of Directors. Designees shall be Board of Directors members and shall at all times exclusively represent the interests of the Board of Directors. Designees may be removed at any time at the sole discretion of the Board of Directors Chairperson.

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- c. Shall sign as Chairperson, on behalf of the District, all instruments in writing which he or she has been specifically authorized by the Board of Directors to sign, provided that such instruments shall also be signed by the Secretary of the Board of Directors (other than for reimbursement requests).
- d. Shall have, subject to the advice and control of the Board of Directors, general responsibility for management of the affairs of the District during his or her term in office. (H&S Code §32100.001.)

Section 4. <u>Vice Chairperson</u>.

The Board of Directors shall elect one of their members to act as Vice Chairperson. The Vice Chairperson shall, in the event of death, absence, or other inability of the Chairperson, exercise all the powers and perform all the duties herein given to the Chairperson.

Section 5. Secretary.

The Board of Directors shall elect one of their members to act as Secretary. The Secretary of the Board of Directors shall perform ministerial duties (i.e. sign legal documents on behalf of the Board of Directors of TRI-CITY HEALTHCARE DISTRICT. (H&S Code §32100.001.)

Section 6. Treasurer.

The Board of Directors shall elect one of their members to act as Treasurer. The Treasurer shall be required to fulfill the duties under Health and Safety Code Section 32127; provided, however, that these duties are hereby delegated to the District's Chief Financial Officer to the extent permitted by law. (H&S Code § 32127; Gov. Code § 53600 et seq.)

Section 7. Assistant Secretary.

The Board of Directors shall elect one of their members to act as Assistant Secretary. The Assistant Secretary shall in the event of death, absence or other inability of the Secretary, exercise all the powers and perform all the duties herein given to the Secretary.

Section 8. Assistant Treasurer.

The Board of Directors shall elect one of their members to act as Assistant Treasurer. The Assistant Treasurer shall in the event of death, absence or other inability of the Treasurer, exercise all the powers and perform all the duties herein given to the Treasurer.

Section 9. Removal, Resignation or Vacancy.

- a. Any officer appointed or elected by the Board of Directors may be removed from that office for failure to discharge the duties of that office, for violation of any of the policies of the Board of Directors, or for any other good cause, as determined by a majority vote of all the Board of Directors in office at that time, at any regular or special meeting of the Board of Directors.
- b. Any officer may resign from said office at any time by giving written notice to the Chair of the Board of Directors or, the Board of Directors Secretary or to the Clerk Revised June 2018 October, 2019

of the Board of Directors. Any such resignation shall take effect as of the date of the receipt of the notice or any later time specified therein, and, unless specified therein, the acceptance of such resignation shall not be necessary to make the resignation effective.

c. In the event of a vacancy in the office of the Chairperson, the Vice-Chairperson shall succeed to that office for the balance of the unexpired term of the Chairperson. In the event of a vacancy in the office of the Secretary or Treasurer, the Assistant Secretary or Treasurer, as applicable, shall succeed to that office for the balance of the unexpired term of that officer. The Board of Directors may, but is not required to elect an officer to fill the vacancy in a subordinate office.

Section 10. Determination of and Sanctions for Willful or Corrupt Misconduct in Office

The following procedure may be used, in addition to any other procedures authorized by law or policy, to determine whether a Board of Directors member has engaged in willful or corrupt misconduct in office within the meaning of Government Code section 3060.

- a. Any member of the Board of Directors may present an accusation in writing to the Board of Directors against another member of the Board of Directors alleging willful or corrupt misconduct in office, together with any written materials to support the accusation. "Misconduct in office" shall be broadly construed and include any willful malfeasance, misfeasance, and/or nonfeasance in office, and shall be interpreted in a manner consistent with Government Code section 3060.
- b. After consideration of the accusation, the Board of Directors members present shall then vote on the question of authorizing a formal hearing on the accusation presented. A formal contempt hearing is authorized by the Board of Directors upon the concurrence of a majority of the members present, excluding the accused who shall not have a vote.
- c. Within 7 days of the authorization for a formal contempt hearing, the Board of Directors shall serve upon the accused a copy of the accusation, a statement identifying the reasons for the hearing, and a notice of the date of the hearing. The date of the hearing shall not be less than 10 days from the service of the accusation. Service shall be in person, or if that fails, by leaving a copy of the accusation taped to the entry door of the accused's last known address in plain view.
- d. The accused shall appear before the Board of Directors at the time and date stated in the accusation. However, if the date chosen by the Board of Directors is unacceptable to the accused for good cause as determined by the Board of Directors, another date shall be assigned, but shall not be more than 30 days beyond the original date set by the Board of Directors.
- e. The accused may be represented by counsel in preparing for and/or to be present at the hearing. The cost of such counsel shall be borne by the accused. If the accused chooses to have an attorney representation him at the hearing, he the accused must notify the Secretary of the Board of Directors in writing of that fact at least 5 days before the hearing. The Board of Directors may have a lawyer an attorney who is not

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- the regular Board of Directors lawyerattorney, present at the hearing who will to conduct the presentation of the Board of Directors' case and question witnesses. Formal rules of evidence shall not apply; however, witnesses and statements shall be made under oath and documentary evidence shall be authenticated. The Board of Directors may establish reasonable time limits on the duration of the hearing. The Board of Directors counsel shall not participate in any way in the preparation of the accusation or presentation of evidence, but shall advise the Board of Directors on procedural matters.
- f. Five days before the scheduled hearing, each party shall submit to the Secretary of the Board of Directors a witness list and outline of anticipated evidence, either oral or written, which they intend to introduce at the hearing. Upon demand by either party, this information shall be given to the opposing party by the Board of Directors Secretary on this date. A willful failure to supply this information on a timely basis may cause it to be excluded at the hearing.
- g. At the hearing, the accused may introduce any oral testimony he or she feels will be helpful to the defense. The member of the Board of Directors who presented the accusation may introduce rebuttal evidence. The Board of Directors shall give weight to all evidence presented. The Board of Directors shall have the power to limit or exclude evidence which is repetitive, not relevant, or has little probative value. The proceeding shall be recorded.
- h. The Board of Directors shall have the burden of establishing the willful or corrupt misconduct by the accused and the burden of proof shall be by a preponderance of the evidence. The Board of Directors may introduce any evidence, oral or written testimony, the Board of Directors feels will be helpful to its case.
- i. If the accused fails to appear before the Board of Directors on the specified hearing date, the hearing may be held, based upon the evidence previously provided to the accused and other relevant evidence.
- j. At the conclusion of presentation of evidence, the Board of Directors shall vote whether to hold the accused in contempt. The accused shall not be present during deliberation. A determination of misconduct shall be upon the concurrence of a majority of the Board of Directors members present, excluding the accused who shall not have a vote and cannot take part in deliberations.
- k. Upon the determination by the Board of Directors of misconduct by the accused, the Board of Directors shall ask if the accused wishes to make a statement to the Board of Directors. Thereafter, the Board of Directors shall excuse the accused from the hearing and move to the determination of sanctions, which may include:
 - 1. A statement of censure, identifying the misconduct;
 - 2. Removal of the offending Board of Directors member from membership on one or more Board of Directors committees, or, if chair of any committee, removal from that position, for a specified period, or if no period is specified, until the annual election of Board of Directors officers;

- Removal of the offending Board of Directors member from holding any Board of Directors office or other appointment currently held;
- 4. A determination that no compensation shall be earned by the offending Board of Directors member for attendance at the meeting at which the contempt occurred, or for a specified period;
- 5. A determination that the offending Board of Directors member shall not be provided any defense or indemnity in any civil actions or proceedings arising out of or related to the member's misconduct;
- 6. Rendering the offending Board of Directors member ineligible to receive any advances or reimbursement of expenses to attend future conferences or meetings (except those previously-approved for which expenses have been incurred prior to the time of the finding of misconduct, for a period of time or subject to conditions specified in the motion;
- 7. Referral of the matter to the County Grand Jury pursuant to Government Code section 3060, including the evidence adduced during the hearing.

ARTICLE V

ARTICLE V

COMMITTEES

Section 1. Committees

The Chairperson, with the concurrence of the Board of Directors, may, from time to time, appoint one or more members of the Board of Directors and other persons as necessary or appropriate, to constitute committees for the investigation, study or review of specific matters. At the time of appointing and establishing the committee(s), the Chairperson, with the concurrence of the Board of Directors, shall establish the responsibilities of the committee(s).

The Chairperson, with the approval of the majority of the Board of Directors, may, from time to time, with or without cause, remove one or more members of the Board of Directors and any other persons from membership in any standing or other committee, or may temporarily discontinue, change the functions of, or combine standing or other committees.

Notwithstanding the foregoing, to ensure adequate representation of the Board at committee meetings, the Chairperson may make a temporary appointment of one Director to serve on a standing committee without Board concurrence, whenever the Chairperson determines that a scheduled committee meeting would otherwise be attended by only a single Director, such appointment to be effective only for that meeting.

Any committee(s) established to deliberate issues affecting the discharge of Medical Staff responsibilities shall include Medical Staff members.

No committee shall use written ballots, whether or not secret, for any purpose in its deliberations. No committee appointed shall have any power or authority to commit the Board of Directors or the District in any manner, unless the Board of Directors, by a motion duly adopted at a meeting of the Board of Directors, has specifically authorized the committee to act for and on behalf of the District.

Any advisory committee, whether permanent or temporary, which is a legislative body as defined in the Brown Act and other applicable law, shall post agendas and have meetings open to the public as provided by law.

Notices of meetings of committees which are legislative bodies shall be made in accordance with Article IV, Section 7 of these Bylaws.

Section 2. Standing Committees

Standing committees as defined by the Brown Act are open to the public and require posting of Notice of Meetings and Agendas. The following committees are the only current standing committees of the Board of Directors:

A. Finance, Operations & Planning Committee

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- B. Community Healthcare Alliance Committee
- C. Professional Affairs Committee
- D. Audit, Compliance & Ethics Committee

The Board of Directors shall review annually the committees, their functions, and their membership.

ARTICLE VI

MANAGEMENT OFFICIALS

Section 1. President/Chief Executive Officer.

The Board of Directors shall select and employ a hospital administrator to be known as "President/Chief Executive Officer" who, subject to such policies as may be adopted and such orders as may be issued by the Board of Directors, or by any of its committees to which it has delegated power for such action, shall have the responsibility, as well as the authority, to function as the President/Chief Executive Officer of the institution, translating the Board of Directors' policies into actual operation. Additionally, the President/Chief Executive Officer has the authority to make recommendations to the Board of Directors on policies related to the effective ongoing operations of the District. The Chief Operating Officer/Chief Nurse Executive and/or the Chief Financial Officer are granted signing authority on behalf of the Chief Executive Officer, in order to maintain day-to-day operation of the District.

Section 2. Clerk of the Board of Directors.

The Clerk of the Board of Directors shall be the Executive Assistant under the immediate supervision of the President/Chief Executive Officer. The President/Chief Executive Officer may assign other staff members as may be necessary to complete the work of the Board of Directors such as the Executive Assistant. The Executive Assistant shall serve as Clerk of the Board of Directors for the purposes of Elections Code section 307 only.

Section 3. <u>Chief Compliance Officer</u>.

The Chief Compliance Officer shall advise the Board of Directors and Chief Executive Officer regarding the design and implementation of the organization's ethics and compliance programs. The Chief Compliance Officer shall report directly to the Chief Executive Officer and shall be responsible to the Board of Directors to timely and periodically report to it regarding the status of the compliance programs and material legal and compliance risks and mitigation efforts.

Section 4. President/Chief Executive Officer's Evaluation.

The Board of Directors shall evaluate the President/Chief Executive Officer's performance annually. Such evaluation shall be reduced to writing, with a copy furnished to the President/Chief Executive Officer. The President/Chief Executive Officer shall have an opportunity to reply in writing to the Board of Directors in reference to such evaluation. All written communications concerning any evaluations shall be retained in the confidential files of the Board of Directors. (Gov. Code § 54957.)

ARTICLE VII

MEDICAL STAFF

Section 1. Medical Staff.

The physicians, surgeons, podiatrists, dentists, and allied health professionals, licensed to practice in the State of California, who are permitted to practice in the hospitals and other facilities under the jurisdiction of TRI-CITY HEALTHCARE DISTRICT, shall be formed into a formal Medical Staff, in accordance with the Medical Staff Bylaws, Rules and Regulations, which have been approved by the Board of Directors of TRI-CITY HEALTHCARE DISTRICT. The Medical Staff Bylaws shall include, but not be limited to, the following provisions:

- a. Appropriate officers.
- b. Staff appointments on an annual or biennial basis.
- c. Procedure for appointment and reappointment of Medical Staff as provided by the Standards of The Joint Commission.
- d. That the Medical Staff shall meet in accordance with the minimum requirements of The Joint Commission.

The Medical Staff shall be self-governing with respect to the professional work performed in the hospital and the medical records of the patients shall be the basis for such review and analysis of the professional work of the Medical Staff. The Medical Staff members shall be responsible for preparing and maintaining accurate and complete medical records for all patients (medical records to include, but not be limited to, identification data, personal and family history, history of present illness, physician examination, special examinations, professional or working diagnosis, treatment, gross and microscopic pathological findings, progress notes, final diagnosis, condition on discharge and such other matters as the Medical Staff shall determine or as may be required by applicable The practice of medicine and surgery in the hospitals and other facilities under the jurisdiction of the District shall be within the limitations as the Board of Directors may find to be in the best interests of the public health and welfare, including appropriate provision for proof of ability to respond in damages by applicants for staff membership as long as no duly licensed physician and surgeon is excluded from staff membership solely because he or she is licensed by the Osteopathic Medical Board of California. The Medical Staff shall be responsible for the development, adoption and annual review of the Medical Staff Bylaws and Rules and Regulations that are consistent with District policy and with any applicable law. The Medical Staff are subject to, and effective upon, appointment and reappointment by the Board of Directors in accordance with the standards of The Joint Commission (H&S Code § 32128.)

The Tri-City Healthcare District shall maintain a Quality Assurance/Performance Improvement ("QA/PI") Program developed by a committee composed of at least five (5) physicians who are members of the Medical Staff and one (1) clerical staff member. The QA/PI Program shall be implemented by the QA/PI Committee, and shall be a data-driven, quality assessment and performance improvement program, implemented and maintained on a hospital-wide basis, in compliance with the requirements of Section 482.21 of Title 42 of the Code of Federal Regulations, and other applicable law, as it may be amended from time to time.

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Section 2. <u>Medical Staff Membership.</u>

Membership on the Medical Staff is a privilege, not a right, which shall be extended only to physicians, surgeons, podiatrists, dentists, and allied health professionals, licensed to practice in this State whose education, training, experience, demonstrated competence, references and professional ethics, assures, in the judgment of the Board of Directors, that any patient admitted to or treated in the hospitals and other facilities under District jurisdiction will be given high quality professional care. Each applicant and member shall agree to abide by the District Bylaws, Medical Staff Bylaws and Rules and Regulations of the District, and applicable law. The word "Physician" when used hereafter in this Article, shall be deemed to include physicians, surgeons, dentists, and podiatrists. (H&S Code § 32128.)

Section 3. Exclusion from the Medical Staff.

- a. The Board of Directors shall have the power to exclude from Medical Staff membership, to deny reappointment to the Medical Staff, or to restrict the privileges of any physician, whether a general practitioner or specialist, in any hospital operated by the District, who has not exhibited that standard of education, training, experience, and demonstrated competence, references and professional ethics which will assure, in the judgment of the Board of Directors, that any patient admitted to or treated in the hospitals and other facilities under District jurisdiction will be given high quality professional care.
- b. In the case of both general practitioners and specialists, the medical resources available in the field of his or her practice shall be considered in determining the skill and care required. No physician shall be entitled to membership on the Medical Staff, or to the enjoyment or particular privileges, merely by virtue of the fact that he or she is duly licensed to practice medicine or surgery in this or any other state, or that he or she is a member of some professional organization, or that he or she, in the past or presently, has such privileges at another hospital. The burden shall be upon the physician making an initial application for membership to establish that he or she is professionally competent and ethical. (H&S Code §§32128 and 32150; B&P Code § 809.3.)

Section 4. Hospital Rules.

The Bylaws of the Medical Staff shall set forth the procedure by which eligibility for Medical Staff membership and establishment of professional privileges shall be determined. Such Bylaws shall provide that the Medical Staff or a committee or committees thereof, shall study the qualifications of all applicants in the establishment of professional privileges, and shall submit to the Board of Directors recommendations thereon. Such recommendations shall be considered by the Board of Directors, but shall not be binding upon the Board of Directors. The Medical Staff shall be responsible for a process or processes designed to assure that individuals who provide patient care services, but who are not subject to the Medical Staff privilege delineation process, are competent to provide such services and that the quality of patient care services provided by these individuals is reviewed as a part of the District's quality assurance programs. (H&S Code §32150.)

Section 5. Hearings and Appeals.

The Board of Directors hereby incorporates by reference the provisions of the Medical Staff Bylaws relating to hearing procedures and appeals regarding the professional privileges of any member of, or applicant for membership on, the Medical Staff, as those Bylaws may be amended from time to time, subject to applicable law. These provisions are presently outlined in the relevant sections of the Medical Staff Bylaws.

ARTICLE VIII

MISCELLANEOUS

Section 1. Title to Property.

The title to all property of the District shall be vested in the District, and the signature of any officers of the Board of Directors, authorized at any meeting of the Board of Directors, shall constitute the proper authority for the purchase or sale of property or for the investment or other disposal of funds which are subject to the control of the District. (H&S Code §§ 32121(c) and 32123.)

Section 2. Seal.

The Board of Directors shall have the power to adopt a form of Corporate Seal, and to alter it at its pleasure. (H&S Code § 2121(a).)

Section 3. Amendment.

These Bylaws may be altered, amended, repealed, added to or deleted, by a majority vote of all of the Board of Directors in office at that time, at any regular or special meeting of the Board of Directors.

Section 4. <u>Annual Review of Bylaws</u>.

The Board of Directors shall review the Bylaws annually and make any necessary changes that are necessary to be consistent with District policy, any applicable laws or other rules and regulations connected with operation of a hospital or other facility within District jurisdiction.

Section 5. Board of Directors' Evaluation Policy.

The Board of Directors shall establish a written policy and procedure for evaluation and review of the Board of Directors' performance as a group. This written copy of the Board of Directors' policy and procedures shall be reviewed by the Board of Directors, the President/Chief Executive Officer and the Board Counsel for the Board of Directors.

Section 6. Affiliated Organizations.

- a. <u>Auxiliary Organizations</u>. The Board of Directors may authorize the formation of auxiliary organizations to assist in the fulfillment of the purposes of the District. Each such organization shall establish its bylaws, rules, and regulations, which shall be subject to Board of Directors approval and which shall not be inconsistent with these bylaws or the policies of the Board of Directors.
- b. <u>Foundations</u>. The Board of Directors may authorize the formation of non-profit public benefit corporations, under applicable law, to assist in the fulfillment of the purposes of the District. Each such corporation shall establish its bylaws, rules, and regulations, which shall be subject to Board of Directors approval and which shall not be inconsistent with these bylaws or the policies of the Board of Directors.

Revised June-2018 October, 2019

CODE FOR LEGISLATIVE AUTHORITY

	H&S	-	The Local Health Care 32000 et seq., State of	e District Law, Health an	d Safety Code Section
	Elections Code	-	■ 1	ion Law, Elections Code	s, State of California
	Government Code	-	Government Code, Sta		,
	B&P	-	Business and Profession	ons Code, State of Califo	rnia
١	This amendment to the	he Ti	RICITY HEATTHCAR	E DISTRICT Bylaws is	approved this 19th? Ik
	day of October June, 2	0198	d-citt illaliileak	L DISTRICT Dylaws is	s approved this zothors
١				Laigh Anna Graga	Data
ı				Leigh Anne Grass Chairperson	Date
				onan porbon	
	ATTEST:				
	_				
	Julie Nygaard		Date		
	Secretary				

TRI-CITY HEALTHCARE DISTRICT BOARD OF DIRECTORS POLICY

BOARD POLICY #19-008

POLICY TITLE: Records Retention and Destruction

The purpose of this Policy is to provide guidelines regarding the retention and disposal of District Governance records; provide for the identification, maintenance, safeguarding and periodic disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

I. GENERAL GUIDELINES

The following general guidelines apply to all District Governance records.

- A. The Board of Directors hereby authorizes the destruction of any record, paper, or document, which is not expressly required by State or Federal law to be retained if the document is microfilmed in accordance with Government Code section 60203, once the retention period set forth in this policy has been attained.
 - 1. Public records includes any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristic. (Gov. Code 6252.)
- B. The Board of Directors may adopt a resolution directing the destruction or disposition of any duplicate record, paper or document, the original or a permanent photographic record (or category of records) which is in the files of the District, if no longer needed. (Gov. Code, § 60200.)
- C. Electronic mail ("E-mail") texts sent by mobile phones, and similar electronic messages containing information relating to the conduct of the public's business prepared, owned, used, or retained by the District constitute "public records" and shall be retained by the District pursuant to the District's public record retention guidelines. The District does not have to retain preliminary drafts, notes, interagency or intra-agency e-mail not retained by the District in the ordinary course of business. Therefore, draft e-mails that are not retained by the District in the ordinary course of business (i.e., deleted) do not have to be retained. E-mails and other electronic messages found on District equipment shall be retained only for sixty (60) days and need not be archived. Additionally, e-mails containing purely personal information that is unrelated to the conduct of the people's business need not be retained for any minimum period.
 - 1. It is the policy of the District that all Directors and staff utilize Tri-City Healthcare District's e-mail accounts and Tri-City Healthcare District's owned electronic devices when conducting public business

- D. Pursuant to Government Code section 53160, after one year, the District may destroy recordings of routine video monitoring, and after 100 days may destroy recordings of telephone and radio communications maintained by the District. This destruction shall be approved by the District Board and the written consent of the District Board Counsel shall be obtained. In the event that the recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved. "Routine video monitoring" means video recording by a video or electronic imaging system designed to record the regular and ongoing operations of the District, including observation and monitoring systems, and building security recording systems.
 - District Board meetings may be destroyed 90 days after the recording as long as there are written minutes documenting what took place in the recording. Government Code Section 53161:
 Notwithstanding Section 53160, the legislative body of a special district may prescribe a procedure whereby duplicates of special district records less than two years old may be destroyed if they are no longer required.

For purposes of this section, video recording media, including recordings of "routine video monitoring" pursuant to Section 53160, shall be considered duplicate records if the special district keeps another record, such as written minutes or an audio recording, of the event that is recorded in the video medium. However, a video recording medium shall not be destroyed or erased pursuant to this section for at least 90 days after occurrence of the event recorded thereon.

- E. Federal and State law requires that documents pertaining to threatened or pending litigation be preserved once litigation becomes "reasonably anticipated." Litigation becomes "reasonably anticipated" under a variety of circumstances, including but not limited to receipt of a formal complaint, subpoena, or other notification of a lawsuit, receipt of a verbal or written threat of litigation, the initiation of an investigation by a regulatory or governmental body, a request by an attorney or investigator for facts relating to a dispute or particular incident, an injury suffered by an employee, officer, or third party, or receipt of an employee complaint regarding personnel issues. Notwithstanding the retention periods established in this policy, a "litigation hold" shall be instituted in the event of pending or "reasonably anticipated" litigation to prevent the destruction or disposal of records, including electronic records, relating to such litigation. The "litigation hold" shall apply to all records, regardless of whether such records would be retained by the District in the ordinary course of business.
- F. The District Governance shall indefinitely retain records that have not fulfilled the administrative, fiscal or legal purposes for which such records were created unless such records are microfilmed in accordance with Government Code section 60203. (Gov. Code §§ 60201(d)(10) and 60203.)

II. SPECIFIC GUIDELINES

A. Public Agency Records

The retention standards set forth in Exhibit "A" apply to public agency records.

PUBLIC AGENCY GOVERNANCE RECORDS--EXHIBIT "A" TO POLICY 008 TRI-CITY HEALTHCARE DISTRICT

Type of Record	Law	Recommended Retention Period
ORGANIZATIONAL GOVERNANCE RECORDS		
Records which are the subject of a Public Records Act	Gov. Code § 60201(d)(5)	Until the District discloses the records or for two (2) years following the date upon which the District notifies the requesting party that the request has been denied
Original video and/or audiotapes of Board meetings		10 years
Board of Directors Records (e.g. minutes of the meetings of the Board of Directors)		Indefinitely*
Property Records (e.g. documents of title of which the District has an interest)	Gov. Code § 60201(d)(8)	Until the District no longer has interest in the property
Records relating to the formation, change of organization, or reorganization of the District	Gov. Code § 60201(d)(1)	Indefinitely*
Resolutions/ordinances adopted by the District		Indefinitely*
Repealed or otherwise invalid (or unenforceable) resolutions/ordinances adopted by the District	Gov. Code § 60201 (d)(2)	5 years after the resolutions/ordinances were repealed or become invalid or unenforceable
STATEMENTS AND REPORTS FILED PURSUANT TO THE POLITICAL REFORM ACT		
Original campaign statement and reports	Gov. Code § 81009(c), (e)	7 years
Copies of campaign statements or reports	Gov. Code 81009(f)	4 years

^{*} May upon authorization by the Board of Directors, be destroyed if record is microfilmed as provided in Government Code section 60203.

Reviewed by the Gov/Leg Committee: 8/10/05 Approved by the Board of Directors: 9/22/05 Reviewed by the Gov/Leg Committee: 11/8/06 Approved by the Board of Directors: 12/14/06 Reviewed by the Gov/Leg Committee: 10/10/07 Approved by the Board of Directors: 12/13/07 Received by the Gov/Leg Committee: 12/01/10 Approved by the Board of Directors: 12/16/10 Reviewed by the Gov/Leg Committee: 4/01/14 Approved by the Board of Directors: 4/24/14 Reviewed by the Gov/Leg Committee: 12/2/14 Approved by the Board of Directors: 12/11/14

Reviewed by Ad Hoc Bylaw & Policy Committee: 10/2019

Approved by the Board of Directors:

TRI-CITY HEALTHCARE DISTRICT BOARD OF DIRECTORS POLICY

BOARD POLICY #1419-008

POLICY TITLE: Records Retention and Destruction

The purpose of this Policy is to provide guidelines regarding the retention and disposal of District Governance records; provide for the identification, maintenance, safeguarding and periodic disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

I. GENERAL GUIDELINES

The following general guidelines apply to all District Governance records.

- A. The Board of Directors hereby authorizes the destruction of any record, paper, or document, which is not expressly required by State or Federal law to be retained if the document is microfilmed in accordance with Government Code section 60203, once the retention period set forth in this policy has been attained.
- A. proved by the Board of Directors: 12/11/14Except where a longer retention period is required according to this Policy, or by State or Federal law, the Board of Directors hereby authorizes the Chief Executive Officer to destroy any original document without the District retaining a copy of these documents in accordance with the procedures set forth in Government Code section 60201. (Gov. Code, § 60201.) The Chief Executive Officer shall periodically provide a report of the records destroyed in accordance with this policy. Notwithstanding the foregoing, all records, including duplicate records, subject to a litigation hold described in subdivision F below shall be retained by the District in accordance therewith.
- B. In addition to this general authorization, tThe Board of Directors may adopt a resolution directing the destruction or disposition of any duplicate record, paper or document, the original or a permanent photographic record (or category of records) which is in the files of the District, if no longer needed. (Gov. Code, § 60200.)
- Electronic mail ("E-mail") texts sent by mobile phones, and similar electronic messages containing information relating to the conduct of the public's business prepared, owned, used, or retained by the District constitute "public records" and shall be retained by the District pursuant to the District's public record retention guidelines. The District does not have to retain preliminary drafts, notes, interagency or intra-agency e-mail not retained by the District in the ordinary course of business. Therefore, draft e-mails that are not retained by the District in the ordinary course of business (i.e., deleted) do not have to be retained. E-mails and other electronic messages found on District equipment shall be retained only for sixty (60) days and need not be archived. Additionally, e-mails containing purely personal information that is unrelated to the conduct of the people's business need not be retained for any minimum period. Electronic communications using personal e-mail accounts and

personally owned electronic devices are not considered public records and are not subject to this policy.

- 1. It is the policy of the District that all Directors and staff utlizeutilize Tri-City Healthcare District's e-mail accounts and Tri-City Healthcare District's owned electronic devices when conducting public business
- D. Pursuant to Government Code section 53160, after one year, the District may destroy recordings of routine video monitoring, and after 100 days may destroy recordings of telephone and radio communications maintained by the District. This destruction shall be approved by the District Board and the written consent of the District Legal Board Counsel shall be obtained. In the event that the recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved. "Routine video monitoring" means video recording by a video or electronic imaging system designed to record the regular and ongoing operations of the District, including mobile in car video systems, jail observation and monitoring systems, and building security recording systems. Notwithstanding the foregoing, all original video and/or audiotapes of Board meetings shall be retained for 10 years.
 - District Board meetings may be destroyed 90 days after the recording as long as there are written minutes documenting what took place in the recording. Government Code Section 53161:

 Notwithstanding Section 53160, the legislative body of a special district may prescribe a procedure whereby duplicates of special district records less than two years old may be destroyed if they are no longer required.

For purposes of this section, video recording media, including recordings of "routine video monitoring" pursuant to Section 53160, shall be considered duplicate records if the special district keeps another record, such as written minutes or an audio recording, of the event that is recorded in the video medium. However, a video recording medium shall not be destroyed or erased pursuant to this section for at least 90 days after occurrence of the event recorded thereon.

Federal and State law requires that documents pertaining to threatened or pending litigation be preserved once litigation becomes "reasonably anticipated." Litigation becomes "reasonably anticipated" under a variety of circumstances, including but not limited to receipt of a formal complaint, subpoena, or other notification of a lawsuit, receipt of a verbal or written threat of litigation, the initiation of an investigation by a regulatory or governmental body, a request by an attorney or investigator for facts relating to a dispute or particular incident, an injury suffered by an employee, officer, or third party, or receipt of an employee complaint regarding personnel issues. Notwithstanding the retention periods established in this policy, a "litigation hold" shall be instituted in the event of pending or "reasonably anticipated" litigation to prevent the destruction or disposal of records, including

electronic records, relating to such litigation. The "litigation hold" shall apply to all records, regardless of whether such records would be retained by the District in the ordinary course of business.

The District Governance shall indefinitely retain records that have not fulfilled the administrative, fiscal or legal purposes for which such records were created unless such records are microfilmed in accordance with Government Code section 60203. (Gov. Code §§ 60201(d)(10) and 60203.)

II. SPECIFIC GUIDELINES

A. Public Agency Records

The retention standards set forth in Exhibit "A" apply to public agency records.

B. Medical Records

Except where otherwise indicated, the retention standards identified in the California Hospital Association's ("CHA") Records & Data Retention Schedule (Eighth Edition, March 2011), and set forth in Exhibit "B" apply to medical records. To the extent a particular medical record is not identified in Exhibit "B", the CHA recommended retention period shall apply.

C. Administrative Records

Except where otherwise indicated, the retention standards identified in the California Hospital Association's ("CHA") Records & Data Retention Schedule (Eighth Edition, March 2011), and set forth in Exhibit "C" apply to the District's administrative records. To the extent a particular administrative record is not identified in Exhibit "C", the CHA recommended retention period shall apply.

PUBLIC AGENCY GOVERNANCE RECORDS--EXHIBIT "A" TO POLICY 008 TRI-CITY HEALTHCARE DISTRICT

Type of Record	Law	Recommended Retention Period	Forma
ASSESSING & TAX COLLECTING RECORDS			Forma
Assessing records	Rev. & Tax. Code § 465	6 years from lien date*	Forma
Original unsecured tax roll	Rev. & Tax. Code § 2928	5 years if the delinquent roll or abstract list has first been certified as correct and complete by the county auditor or District auditor*	Forma
Tax rolls	Rev. & Tax. Code § 4377	12 years if all necessary data needed from the secured delinquencies has been transferred to a delinquency abstract which should be retained indefinitely*	Forma
Income tax returns	CHA Manual	Permanent	Forma
CONSTRUCTION & ENGINEERING RECORDS			Forma
Construction records (e.g. bids, correspondence, change orders, etc.		7 years unless the records relate to pending construction the District has not accepted, as to which a stop notice claim may be legally presented, or they pertain to a project which includes a guarantee or grant and, in that event, they should be kept for the life of the guarantee or grant plus 7 years.	Forma
As built plans for any public facilities or works		As long as said facility is in existence	Forma
Unaccepted bids or proposals for public works	Gov. Code § 60201(d)(11)		Forma
CONTRACTS			Forma
Contracts	Code of Civ. Proc. § 337	Life of the contract + 4 years	Forma

Contracts with any person or	Code of Civ.	10 years after the completion of the	Form
entity who develops real property or furnishes the design, specifications, surveying, planning, supervision, testing, or observation of construction of improvement to real property	Proc.§ 337.15	construction or improvement	
Records relating to any nondischarged contract to which the District is a party	Gov. Code-§ 60201	Indefinitely*	Form
LONG TERM DEBT RECORDS			Form
Records relating to nondischarged debt	Gov. Code § 60201(d)(7)	Indefinitely*	Form
Original records of proceedings for the authorization of long-term debt, bonds, warrants, loans		Indefinitely*	Form
Original records of the terms and conditions of bonds, warrants and other long-term agreements		After final payment if the District retains microfilm copies*	Forn
Paid bonds, warrant certificates, and interest coupons		6 months if detailed payment records are retained for 10 years*	Form
OTHER DISTRICT RECORDS			Form
Records relating to a reasonably anticipated or pending claim or litigation or any settlement or other disposition of litigation, including electronic communications	Gov. Code § 60201(d)(4)	2 years following final adjudication of such claim, litigation, settlement, or other disposition of litigation.	Form
Press releases		6-years	Form
Records relating to endowments, trusts and bequests		Indefinitely	Form
ORGANIZATIONAL Governance RECORDS			Form
Records which are the subject of a Public Records Act	Gov. Code § 60201(d)(5)	Until the District discloses the records or for two (2) years following the date upon which the District notifies the requesting party that the request has been denied	Form
Original video and/or audiotapes of Board meetings		10 years	Form

	Indefinitely*		Forma
	Until the District no longer has interest in the property		Forma
Gov. Code § 60201(d)(1)	Indefinitely*		Forma
	Indefinitely*	and the	Forma
Gov. Code § 60201 (d)(2)	5 years after the resolutions/ordinances were repealed or become invalid or unenforceable	a de propor	Forma
			Forma
Gov. Code § 81009(c), (e)	7 years		Forma
Gov. Code 81009(f)	4 years		Forma
	Gov. Code § 60201(d)(8) Gov. Code § 60201(d)(1) Gov. Code § 60201 (d)(2) Gov. Code § 81009(c), (e) Gov. Code	Gov. Code § Until the District no longer has interest in the property Gov. Code § Indefinitely* Gov. Code § 5 years after the resolutions/ordinances were repealed or become invalid or unenforceable Gov. Code § 7 years 81009(c), (e) Gov. Code 4 years	Gov. Code § Until the District no longer has interest in the property Gov. Code § Indefinitely* Gov. Code § 5 years after the resolutions/ordinances were repealed or become invalid or unenforceable Gov. Code § 7 years 81009(c), (e) Gov. Code 4 years

MEDICAL RECORDS EXHIBIT "B" TO POLICY 008 TRI-CITY HEALTHCARE DISTRICT

Type of Record	Recommended Retention Period
PATIENT RECORDS	
Patient Medical Records including:	10 years adults/25 years minor
Admission Records, including, but not limited to:	***************************************
Admission and discharge records	
Advance beneficiary notice	1
Conditions of admission agreements	
Emergency Department logs	
Emergency Department transfer records	
Medicare secondary payer beneficiary	
Index to patient's medical records/card file	
Autopsy records and consent for autopsy records	
Consent forms	
Consultation-Reports	
Diagnoses	
Discharge Summary	
X-Ray Films	
Imaging and Radiology Reports	
Labor and Delivery Records	
Laboratory Reports	
Medication Records	
Nurses' Notes	
Pathologists' Reports	
Patient-histories	
Patient identification information	
Patient's principal spoken language	
Physical-examinations	
Physical therapy notes	
Patient transfer records (e.g. medical and other records related to patient transfers to or from the hospital)	
Physicians' orders	
Progress notes	
Psychiatric Records	
Reports of all other tests: EKG, EEG, etc.	

Forma

Forma

Forma

Surgical Records, complete with: Anesthetic records, findings, operative procedures, postoperative diagnoses, preoperative diagnoses and tissue diagnoses			
Summary of final diagnoses			
Vital sign sheets			
OTHER RECORDS			Forma
Emergency Department Transfer records	6-years		Forma
X-Ray Records and Film (e.g. other imaging data and studies)	10 years adults/25 years minor		Forma
Video records of diagnostic tests (e.g. arthroscopies) selected by the physician to accompany the report in the patient's medical record	10 years adults/25 years minor		Forma
Fetal heart monitor strips selected by the physician to accompany the report in the patient's medical record	10 years adults/25 years minor		Forma
Surgery records, register of operations and operation room logs	10 years		Forma
Records relating to the disposition of a deceased patient's property	5 years		Forma
Psychiatric Reports to State Health Department	6 years	Jane 1	Forma
Social service confidential case histories	5-years*	an are	Forma
Research & Clinical Trial record information (e.g. participant's research informed consent document, HIPAA authorization, documentation of research procedures or interventions that may impact a patient's clinical care, information related to the investigational product, study termination or participant attrition information)	10 years adults/25 years minor		Forma
Anatomical gift documents	Permanent		Forma
Birth records and certificates	Permanent	200	Forma
Birth room records	Permanent	-	Forma
Cancer/tumor registry files	Permanent		Forma
Human tissue intended for transplantation	Permanent		Forma
Index to patient's medical records	Permanent	-	Forma
* Not in CHA			Forma

ADMINISTRATIVE RECORDS—EXHIBIT "C" TO POLICY 008 TRI-CITY HEALTHCARE DISTRICT

Type of Record	Law	Recommended Retention Period		Forma
BUSINESS & FINANCE RECORDS				Forma
Claims, billings, and charges to patients, fiscal intermediates, third party payers, etc.		7-years		Forma
Medi-Cal electronic elaims submission source documents	22 CCR § 51502.1(f)(2)	7 years		Forma
Billing material, such as but not limited to, claim forms, supporting documents and forms (e.g. charge slips, daily patient census records, business and accounting records related to specific claims.) Cost report material, such as but not limited to, all data necessary to support the accuracy of entries on annual cost reports, original invoices, cancelled checks, material used in preparing the annual cost reports and contracts of records of dealings with outside sources of medical supplies and services. Medical record material, such as but not limited to, utilization review committee reports, physician's certification and recertifications, discharge summaries, clinical and other medical records relating to health insurance claims. Hospital physician material such as but not limited to, hospital physician agreements on		7-years		Forma
which Part A and Part B allocations are based. Medicare Part D-related documents (e.g.		10 years	-	Forma
prescription drug benefit)			2.53	
Medicare Advantage-related documents		10 years		Forma
Medi-Cal remittance advices	200-20-11	6 years		Forma
Finance Records including, but not limited to: Audit reports	(-,,-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	7-years		Forma

Control (a) 190	
Bank deposits	
Bank statements	
Budgets	
Cash receipts	
Cashier's tapes from bookkeeping machines	
Charge slips to patients	
Chargemaster	
Check registers	
Checks (including payroll, taxes, capital, purchases, important contracts, etc.)	
Patient accounting files	
Payment receipt books	
Financial Statements (Year-end)	Permanent For
Original accounting records (e.g. invoices, purchase orders, deposit permits, warrants, vouchers, requisitions, receipts, claims, bank deposits, checks, bills, various accounting authorizations taken from Board minutes, resolutions or contracts, cash receipts or disbursement books, accounts receivable or payable register, check or warrant register, etc.)	7 years if there is no continuing need for said record (e.g. long term transactions, special project, pending litigation, etc.); There exists in a permanent file, an audit report or reports—covering—the inclusive period of said record, and that; Said audit report or reports were prepared pursuant to procedures outlined in Government—Code section 26909 and other State and Federal audit requirements; and Said audit or audits contains the expression of an unqualified opinion.
Original accounting records (e.g. general journal, payroll journal, ledgers and bank statements)	7 years For
Original accounting record created for a specific event or action	7 years after event has terminated
Original source document that is detailed in a register, journal, ledger or statement	7 years from end of the fiscal period to which it applies

Licenses and certificates held by the District or District employees (including copies)		Life of the license or certificate + 6 years		Forma
Duplicates (original duplicates are subject to aforementioned requirements); rough drafts, notes, working papers (except audit); and Cards, listings, nonpermanent indices, other papers used for controlling work or transitory files		May be destroyed at any time*		Forma
Financial statistical and other records related to Health and Human Services grants received by the District	45 CFR § 74.53	6 years. If any litigation, claim, financial management review, or audit is started before the end of the three year period, all records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.		Forma
Records of food purchased by the District	22 CCR §§ 70273(g)(6), 71243(g)(6), 72341(h) and 73333(g)	3 years		Forma
Historical elippings from publications, institutional photographs or in-house publications		Permanent		Forma
Contributor Records		Permanent	and the second	Forma
Permission to release information/photographs		6 years	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Forma
Annual Department Reports		Permanent	in a second	Forma
Non-Annual Department Reports		6-Years	شمس	Forma
Daily Census		6 years		Forma
Statistics on admissions and services		6-years		Forma
Correspondence (e.g. general, credits and collections and insurance)		6 years		Forma
Income daily summary		7 years	شيست	Forma

Patient eash and valuables receipt		5 years		Forma
Welfare agency records		6 years	and the second	Forma
EQUIPMENT RECORDS				Forma
Equipment depreciation records		Life of equipment + 6 years		Forma
Equipment operating records		Life of equipment + 6 years		Forma
Calibration records	22 CCR §§ 70837(f) and 71641(f)	Life of equipment + 6 years		Forma
Air filter maintenance records	22 CCR §§ 70839(b), 71643(b), 72639(b) and 73637(b)	Life of filter + 6 years	and the	Forma
Emergency generator records including inspection, performance, exercising period and repairs	22 CCR §§ 70841(e), 71645(e), 72641(f) and 73639(f)	Life of generator + 6 years	a distribution	Forma
Maintenance logs (e.g. heating, air conditioning, ventilation)	22 CCR §§ 70837(d), 71641(d), 72655(b) and 77155(b)	Life of equipment + 6 years		Forma
Thermometer charts and monthly bacteriological tests for autoclaves and sterilizers	22 CCR §§ 70833, 71637, 72619 and 73677	Life of equipment + 6 years	- care	Forma
Records for property and equipment purchased with federal Health and Human Services grant funds		6 years following the disposition of the property or equipment	المالية المساعد	Forma
Medical device reports event file relating to an adverse event.	21 CFR § 803.18(e)	Life of device + 6 years	-	Forma
Medical device tracking records	21 CFR § 821.60	Life of device + 6 years	e de la companya de	Forma

EXPOSURE/SAFETY RECORDS & MATERIAL SAFETY DATA SHEETS (MSDS)				Forma
Hazardous materials records (e.g. all documentation regarding the disposal and treatment of hazardous substances, including hazardous waste manifests.)	22 CCR - § 66265.16	Permanent^		Forma
Employee exposure records and exposure assessment records. Such records should reveal the identity of the toxic substance or harmful physical agent and where and when such substance or agent was used.	8 CCR § 3204	Permanent		Forma
Background data to work place monitoring. (e.g. sampling results, the collection methodology (sampling plan), a description of the analytical and mathematical methods used, and a summary of other background data relevant to interpretation of the results)	8 CCR § 3204(d)(1)(B) (1)	Permanent		Forma
Material Safety Data Sheet (MSDS) for a hazardous substance	8 CCR \$ 3204(d)(1)(B) (2)	Permanent		Forma
FACILITIES RECORDS				Forma
Blueprint of buildings		Permanent		Forma
Inspection reports of grounds and buildings		6 years		Forma
Watchman clock dials		2-years*	241-241	Forma
Housekeeping Cheekout, transfer, isolation records		2 years		Forma
Cleaning records, policies and procedures		2 years		Forma
Exterminator records		Permanent		Forma
Appraisal Reports		Permanent	and the second	Forma
Permits		Life of Permit + 6 years	0,028	Forma

HIPAA RECORDS		and the last	Forma
The HIPAA Privacy Rule requires that the following documentation must be retained, either in written or electronic form:	 6 years		Forma
Group health plan documents, any amendments and summary plan descriptions;			
Any plan sponsor certifications to the health plan(s) regarding plan amendments;			
Information on whether covered entity is a hybrid or affiliated entity or an organized health care arrangement;			
HIPAA privacy policies and procedures on uses and disclosures of protected health information;			
Signed authorizations and written revocations of authorizations;			
Notice of Privacy Practices;			
Signed agreements to receive Notice of Privacy Practices electronically			
Business associate contracts/agreements;			
All individual complaints alleging violations to the Privacy Rule or the HIPAA privacy policies and procedures, response to complaints and any materials relating to complaints;			
Records of any sanctions for violating the Privacy Rule or the HIPAA privacy policies and procedures imposed on employees; agents or business associates;			
Records of disclosures of protected health information not for treatment, payment or health care operations purposes which must be made available to an individual for six years after the request date;			
HIPAA Confidentiality Agreements;			
Documentation regarding participants' individual rights such as:			
the designated record sets that are subject to inspection and copying by an individual, and the name or title of persons or offices responsible for			

receiving and processing the requests;				
the name and title of the persons				
or offices responsible for				
receiving and processing				
individual requests for PHI				
amendment;				
documentation of any agreed-				
upon restrictions on the PHI				
use or disclosure requested by				
an individual;				
documentation relating to the right of access to PHI;				
documentation relating to the				
right to request an accounting of disclosures:				
documentation relating to the right to request confidential				
communications;				
Minimum necessary policies and procedures, including protocols for protected health information use, routine disclosures and request;				
Minimum necessary policies and procedures, including protocols for protected health information use, routine disclosures and requests;				
Workforce training certifications;				
Any other documents required to be retained under HIPAA as provided in the District's HIPAA privacy policies and procedures				
INSURANCE RECORDS	Service (See			Forma
Insurance Records (e.g. Fidelity/Faithful Performance Bonds, General Commercial Liability Policies, Automobile Insurance Policies)		Permanent		Forma
LABORATORY & PATHOLOGY RECORDS				Forma
Blood and blood-product testing records, blood donor histories and related documents, blood transfusion records and immunohematology records and reports	21 CFR § 606.160	10 years adults/25 years minor		Forma
Cytology reports	17 CCR §	10 years adults/25 years	1	Forma
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Equipment inspection, validation, calibration, repair and replacement records	Bus. & Prof. Code § 1265;	Life of equipment plus 6		Form
	17 CCR - § 1050.			
Test result errors retained with the original report and corrected report	Bus. & Prof. Code § 1265; 42 CFR § 493.1105	10 years adults/25 years minor		Forma
Histopathology stained slides and pathology specimen blocks and reports	42 CFR §493.1105	25 years		Forma
Patient specimen testing records	Bus. & Prof. § 1265; 17 CCR § 1050.	6 years		Forma
Radioisotope records	10 CFR §§ 20.2203 and 30.51	Permanent		Forma
MAMMOGRAPHY RECORDS			2000	Forma
Film and Reports	42 USC § 263b(f)(1)(G) (i); 21 CFR § 900.12(b)	10 years adults/25 years minor		Forma
Personnel Records	21 CFR § 900.12(a) and (d)	Duration of employment + 6 years		Forma
Quality Records	21 CFR § 900.12(a) and (d)	6 years	*******	Forma
MEDICAL STAFF, AHPs, & NURSING RECORDS				Forma
Medical staff committee records, including minutes, reports and other records	22 CCR §§ 70703, 70733, 71503, 71531, 79303 and 79337	Permanent		Forma
Medical Staff Credentialing Files		Permanent		Forma
Medical staff applications, rejected		Permanent		Forma
Continuing education records		6-years) James	Forma
Allied Health Professionals files, non-employee		Permanent		Forma

Residents, interns, and fellows records	***************************************	Permanent		Forma
Nursing records including minutes of meetings, nursing education, training records, policies, procedures, private duty name files.		6 years		Forma
On-call lists	42 CFR § 489.20(r)	6 years		Forma
PAYROLL & PERSONNEL RECORDS				Forma
Accident reports, injury claims and settlements; Acknowledgement of child abuse and neglect reporting requirements and elder and dependent adult abuse reporting requirement; medical histories; Injury frequency charts; Applications, changes and terminations of employees; Insurance records of employees; time cards; Pension; Job description and classification; Performance or rating cards; Earning records and summaries; exposure records—OSHA; Retirements; Health records; Expense reimbursement; Use of district paid credit cards or any travel compensation mechanism, etc.)	22 CCR §§ 70725, 71525, 72533, 73527, 75052, 77119, 79333 and 87866	Permanent**		Forma
W-2 and W-4 forms	26 CFR § 31.6001 1(e)(2)	7 years		Forma
Social Security reports and unemployment tax records	26 CFR §31.6001-1 and 22 CCR § 1085-2	7 years from the end of the tax year covered		Forma
Collective bargaining agreements	29 CFR § 516.5	Life of agreement + 10 years	and the second	Forma
Equal pay records	29 CFR 516.6	Permanent	Junt	Forma

Dietetic Service personnel (e.g. number of personnel, job titles and hours worked)	22 CCR §§ 70275 and 71245	2 years	e e e e e e	Forma
Employment applications for temporary, permanent and non-employees	29 CFR § 1602.14; Gov. Code 12946	Permanent		Forma
Application form submitted by prospective employees, requests for reasonable accommodation and other records relating to hiring, promotions, demotions, transfers, lay-offs or terminations, rates of pay or other terms of compensation and selection for training or apprenticeship required by Title VII of the Civil Rights Act, the Americans with Disabilities Act and the Age Discrimination in Employment Act		Permanent		Forma
Records of a charge of discrimination that has been filed, or an action brought by the Commission or the Attorney General against the District under Title VII or the Americans with Disabilities Act, the District must preserve all personnel records relevant to the charge or action until final disposition of the charge or action.	29 CFR §§ 1602.14, 1627.3	Permanent		Forma
Dietary in service training records	22 CCR §§ 71243(j) and 73335	6-years		Forma
OSHA logs, summaries and reports (e.g. OSHA form 300 Log/301 Incident reports, etc.)	29 CFR § 1904.33	6 years following the end of the calendar year for which the records eover		Forma
Pesticide training program records, records of training provided on the hazards and use of pesticides, including employees; job assignments, dates and extent of training	3 CCR § 6724	6 years		Forma
Hazardous waste training records	22 CCR § 66265.16	6 years		Forma
Policy and procedure manuals		Life of manual + 6 years		Forma
Overtime Reports		Permanent		Forma
Labor management reporting records		6 years after filing report		Forma

Garnishment records		7 years	and administration	Forma
PHARMACEUTICAL RECORDS			and the same	Forma
Alcohol inventory	27 CFR § 22.164	6 years	an ingalisatio	Forma
Inspection reports of emergency drug supplies	22 CCR 71233(f)	3 years	and the second	Forma
Methodone dispensing records for each patient, prescription records and records of sale, acquisition, and disposition of drugs	Health & Safety Code § 11179; Bus. & Prof. Code §§ 4081, 4333	6-years		Forma
Controlled substances dispensed daily records showing the kind and quantity of narcotics dispensed or administered, the names and addresses of persons to whom narcotics were dispensed or administered and the names and addresses of those persons upon whose authority and the purpose for which the narcotics were dispensed or administered	21 CFR §§ 1304.04 and 1304.22	6 years		Forma
Narcotics inventory records	21 CFR §§ 1304.04(a)	6 years		Forma
Prescription records for controlled substances	21 CFR §§ 1304.04(h)	6 years		Forma
Prescription records in a pharmacy	Health & Safety Code § 11179	6 years		Forma
Recall records of pharmaceutical products		6 years		Forma
RECORDS OF DISTRICT REPORTS			and the same	Forma
Accident or Incident Reports	THE STATE OF THE STATE S	10 years	ar area	Forma
Communicable disease reports to state and local health departments		3 years	-e-e	Forma
Unusual Occurrence Reports to CDPH/public health officer		6-years		Forma
Survey reports (e.g. reports to the Joint Commission, etc.)		10 years		Forma

RESEARCH & CLINICAL TRIAL RECORDS			Forma
Research Prescriptions (e.g. Records regarding prescriptions purposely mislabeled as part of a research study or by order of prescriber)		10 years adults/ 25 year minor	Forma
Research Contracts (e.g. Contracts with study sponsors and principal investigators, including related Documentation)		30 years after completion of the research	Forma
Human subject research records		30 years after completion of research	Forma
Institutional Review Board (IRB) Records (e.g. research proposals and scientific evaluations; approved sample consent documents; progress reports submitted by investigators; reports of injuries to subjects; minutes of IRB meetings; records of continuing review activities; correspondence between the IRB and investigators; list of IRB members, including name, degrees, representative capacity, experience; any employment or other relationship with the institution; written procedures for the IRB; statements of significant new findings provided to subjects)	21	Records regarding particular research projects: 30 years after completion of the research; General IRB records: 6 years	Forma
Other research reports		6 years	Form

* Not in CHA

Reviewed by the Gov/Leg Committee: 8/10/05
Approved by the Board of Directors: 9/22/05
Reviewed by the Gov/Leg Committee: 11/8/06
Approved by the Board of Directors: 12/14/06
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Approved by the Board of Directors: 12/13/07
Received by the Gov/Leg Committee: 12/01/10
Approved by the Board of Directors: 12/16/10
Reviewed by the Gov/Leg Committee: 4/01/14
Approved by the Board of Directors: 4/24/14
Reviewed by the Gov/Leg Committee: 12/2/14
Approved by the Board of Directors: 12/11/14

Reviewed by Ad Hoc Bylaw & Policy Committee: 10/19

Forma paragra

Forma

^{**} Originals may upon authorization be destroyed after seven years retention, provided said records have been microfilmed and qualify for destruction under Government Code section 60203.

The District may microfilm and destroy the original after two years

Approved by the Board of Directors:

TRI-CITY HEALTHCARE DISTRICT BOARD OF DIRECTORS POLICY

BOARD POLICY #19-013 (FOP)

POLICY TITLE: Policies and Procedures Including Bidding Regulations Governing Purchases of Supplies and Equipment, Procurement of Professional Services, and Bidding for Public Works Contracts

Public contracting laws are not limited to construction; a majority of statutes and requirements govern construction, procurement of supplies and maintenance services to be governed by many of the same statues. Government Code section 54202 requires the District to adopt policies and procedures, including bidding regulations, governing purchases of supplies and equipment and public works contracts by the District.

This policy outlines the bidding process as follows:

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I. FORMAL BIDDING REQUIREMENTS

A. Contracts Requiring Formal Bids

- 1. Generally, contracts for materials, supplies, or work to be done involving an expenditure of more than twenty five thousand dollars, (\$25,000).
 - a. "Work to be Done" includes, among other things, general maintenance work and public works contracts. This includes an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road or other public improvement of any kind."
 - b. Materials and Supplies include everything <u>except</u> medical or surgical equipment.
- 2. Contracts that do not require formal bidding include:
 - Design-build contracts. In lieu of following the formal bidding requirements for public works contracts and in accordance with Health & Safety Code section 32132.5, the District may use a design-build procedure for the construction of hospital or health facility buildings in excess of one million dollars (\$1,000,000). The procurement process for design-build projects shall follow the procedures set forth in Public Contract Code section 22164. A hospital building project utilizing the design-build process shall be reviewed and inspected in accordance with the standards and requirements of the Alfred E. Alquist Hospital Facilities Seismic Safety Act (SB 1953). (http://leginfo.legislature.ca.gov/faces/codes_displayText.x html?division=2.&chapter=4.&part=3.&lawCode=PCC)
 - b. Medical or surgical equipment. (See Section III.B. of this policy for further information.)
 - c. Contracts for professional services, electronic data processing, or telecommunications goods and services are not subject to formal bidding requirements. iv (See Section III.B. of this policy for further information.)
 - d. Group Purchasing Organization ("GPO") contracts in excess of twenty five thousand dollars (\$25,000). If the District is a member of a GPO, any purchases made, or services rendered, by the GPO on behalf of the District are not subject to the bidding requirements and are not subject to the formal bidding requirements or informal competitive purchasing procedures. (See Section III.B. of this policy for further information.)

- e Contracts for emergencies. There are statutory exemptions for emergencies and emergency repair contracts when a bid is not required. vi
 - (1) An emergency is defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate loss or impairment of life, health, property, or essential services. vii
 - (2) The Board of Directors has adopted Resolution No. 775 pursuant to Public Contract Code section 22050.

 Resolution No. 775 authorizes the Chief Executive Officer (CEO) (or the Chief Operating Officer (COO) if the CEO is unavailable, or a non-elected officer or employee of the District upon delegation of such authority by the CEO or COO) to take immediate action and award certain emergency contracts not exceeding two hundred fifty thousand dollars (\$250,000) without seeking competitive bids ("Emergency Contract Resolution" 775).
 - CAVEAT: However, the District will always act in the best interest of the patients and employees regarding safety concerns.
 - (3) The scope of such delegation and authority, including the process for such award and subsequent review by the Board of Directors, is set forth in the Emergency Contract Resolution.
 - (4) In the event that the Emergency Contract Resolution is rescinded, revoked, modified, amended, replaced, or superseded, this Policy shall be read and interpreted consistent with the most recent action by the Board of Directors regarding authority to award emergency contracts even if this policy has not yet been amended to conform to such Board action. This is in addition to the District's authority under Health & Safety Code, as it may be amended from time to time.
- 3. Bid splitting is prohibited. Bid splitting is when work is split or separated into smaller work orders or projects for the purpose of evading the provisions for the competitive bidding requirements.

B. <u>Bid Procedures</u>.

1. <u>Preparation of Bid Package</u>.

Before entering into any contract which requires formal bidding, pursuant to Health and Safety Code 32132, the District shall prepare or cause to be prepared a bid package. Unless exempted by the President/CEO or his/her designee pursuant to Section V, Flexibility and Waiver of Policy Requirements, of this Policy, the bid package shall include:

- a. Notice inviting bids
- b. Instructions to bidders
- c. Bid form, which shall include a provision as to the method for determining the lowest bidder, whether on: 1. Base bid alone; 2. Identified alternates; 3. Prioritized order of alternates within identified budget; or 4. Other "fair manner"
- d Contractors qualification statement contract form
- e. Conditions of the contract
- f. Required bonds and other forms
- g Drawings if applicable
- h Full, complete, and accurate plans and specifications, giving such directions as will enable any competent supplier or contractor to ascertain and carry out the contract requirements.
- i. Statement that no gratuities of any kind will be accepted, including meals, gifts or trips, and violation of this condition may constitute immediate disqualification.

The President/CEO or his/her designee shall endeavor to include all required contract documents in the bid package. To the extent that the President/CEO or his/her designee determines, pursuant to Section "V" (Flexibility and Waiver of Policy Requirements) below, that any required contract document cannot be incorporated into the bid package, its terms shall be negotiated with the lowest responsible bidder prior to the award of the contract.

To the extent possible, the plans and specifications shall also be reviewed and approved by the District's authorized representative prior to their insertion in the bid package.

2. <u>Notice Inviting Bids – Contents.</u>

- a. All bid packages shall include a notice inviting bids. The notice inviting bids shall include, among other things determined necessary for a particular contract by the President/CEO or his/her designee, information as to the type, quality and quantity of materials, supplies or work to be provided, the contract performance schedule, the project location, the basis for determining the lowest bidder, whether on: 1. Base bid alone; 2. Identified alternates; 3. Prioritized order of alternates within identified budget; or 4. Other "fair manner," a contact person, and other bid requirements and information regarding how to obtain a bid package, the place where bids are to be received, and the time by which they are to be received.
- b. For contracts involving public works projects, the notice inviting bids shall also contain any other information required by state law or Section II, Provisions Applicable to Public Works Contracts, of this Policy.

3. Notice Inviting Bids - Distribution by Mail, Posting or Other Means.

- a. The District shall distribute the notice inviting bids by appropriate means as determined by the President/CEO or his/her designee in a manner to permit reasonable competition consistent with the nature and requirements of the proposed contract.
- b. The President/CEO, or his/her designee may require that, except in cases of emergency or where not practicable, all suppliers and contractors who have notified the District in writing that they desire to bid on contracts, and all suppliers and contractors which the District would like to bid on contracts, shall be furnished with the notice inviting bids by postal or electronic mail.
- c. The President/CEO, or his/her designee, may also require that in addition to notifying all such persons by mail or electronic mail, the District shall post the notice inviting bids in one or more public places typically used by the District. It shall be posted in sufficient time in advance of the bid opening to allow bidders to bid, as determined by the President/CEO or his/her designee. The notice shall remain posted until an award has been made. Notice may also be made by internet, telephone, facsimile, telegram, personal contact, letter, or other informal means.

4. <u>Notice Inviting Bids - Advertising/Publication.</u>

a The District shall advertise/publish the notice inviting bids by appropriate means as determined by the President/CEO or his/her

designee in a manner to permit reasonable competition consistent with the nature and requirements of the proposed contract. For example, the President/CEO or his/her designee may require that, except in cases of emergency or where circumstances require that less notice be given, the notice inviting bids shall be published on the District's website and, in the case of a public works project also furnished to one or more contractor plan rooms or services.

b. For cost efficiency purposes, the published notice inviting bids need not be as detailed as that provided by other means, including by mail, posting or inclusion in the bid package, but should contain the legally and practically required essential contents of the notice, including but not limited to, where and how to obtain the complete bid package, Labor Code notice provisions, and bonding requirements.

5. <u>Bid Form.</u>

- a. As part of the bid package, the District shall furnish to each bidder an appropriate bid form prepared by the District for the type of contract being let.
- b. Bids not presented on forms so furnished, or exact copies thereof, shall be rejected as non-responsive. Bidders shall be required to execute and submit the contract in the form provided in the bid package as part of their bid.

6. Presentation of Bids.

a. All bids shall be presented under sealed cover. Upon receipt, the bid shall be date and time stamped.

7. Withdrawal of Bids.

- a Bids may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request made to the person or entity designated in charge of the bidding procedure.
- b. The withdrawal of a bid does not prejudice the right of the bidder to timely file a new bid.
- c. Except as authorized by law for public works contracts (Pub. Contract Code § 5100 et seq.), no bidder may withdraw its bid after opening for the period of time indicated in the bid package.

C. Award of Contracts.

1. Opening of Bids.

- a. On the day named in the public notice, the District shall publicly open the sealed bids.
- b. The Board of Directors is under no obligation to accept the lowest responsive and responsible bid received, since the District has absolute discretion in the acceptance of bids and reserves the right to reject all bids if it desires. The Board of Directors also reserves the right to determine the conditions of responsibility including matters such as delivery date, product quality, and the service and reliability of the supplier.

2. Responsible Bidder.

- a The District's determination of whether a bidder is responsible shall be based on an analysis of each bidder's ability to perform, financial statement (if required), experience, past record and any other factors it shall deem relevant.
- b. If the lowest bidder is to be rejected because of an adverse determination of the bidder's responsibility based on the District's staff review, the bidder shall be entitled to be informed of the adverse evidence and afforded an opportunity to rebut that evidence and to present evidence of responsibility.
- c. In such event, the District shall give the rejected bidder and the bidder to be awarded the contract at least five (5) working days' notice of a public board meeting at which the responsibility issue shall be considered by the Appeals Panel. No other notice, other than that required for Agenda descriptions by the Ralph M. Brown Act, shall be required.
- d. The Board may, in its discretion, continue its consideration and determination of the issue to future meetings of the Board within the time authorized for the award of the contract. The Board's decision shall be conclusive.

3. <u>Bid Challenges</u>.

a If any bidder wishes to challenge a potential bid award, he/she shall file a written objection within five (5) calendar days following bid opening. The written objection shall include specific reasons why the District should reject the bid questioned by the bidder.

- b. The District may, in its discretion, consider the protest during the public meeting at which the contract award is to be considered, or it may consider it at a prior meeting. The District shall give the challenging bidder and the bidder to be awarded the contract at least five (5) working days' notice of the board meeting at which the challenge shall be considered by the Board or the Appeals Panel.
- c. No other notice, other than that required for Agenda descriptions by the Ralph M. Brown Act, shall be required. The Board may, in its discretion, continue its consideration and determination of the issue to future meetings of the Board within the time authorized for the award of the contract. The Board's decision shall be final.

II. PROVISIONS APPLICABLE TO PUBLIC WORKS CONTRACTS WHICH ARE PUBLICLY BID

A. Prequalification May Be Required Prior to Bidding.

- 1. On a case-by-case basis based on the complexity and estimated cost of a contract, as determined by the President/CEO or his/her designee, the District may require all prospective bidders, including not only contractors also subcontractors, to prequalify by fully completing a pre-qualification questionnaire available from the District, providing a current Dunn & Bradstreet report and bond rating, and providing all materials requested by the District's Notice of Prequalification of Bidders, and be approved by the District to be on the final Bidders list.
- 2. A financial statement shall not be required from a prospective bidder who has qualified as a Small Business Administration entity pursuant to paragraph (1) of subdivision (d) of Section 14837 of the Government Code, when the bid is no more than twenty-five percent (25%) of the qualifying amount provided in paragraph (1) of subdivision (d) of Section 14837 of the Government Code.
- 3. If prequalification is required by the District, no bid will be accepted from a bidder that has failed to comply with these requirements. If two or more business entities submit a bid on a project as a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid.
- 4. The President/CEO, or his/her designee, shall adopt and apply, on behalf of the District, a uniform system of rating bidders on the basis of the completed questionnaires and financial statements, in order to determine both the minimum requirements permitted for qualification to bid, and the type and size of the contracts upon which each prospective bidder shall be deemed qualified to bid. The uniform system of rating prospective bidders shall be based on objective criteria.

- 5. The District will use the information and documents submitted by prospective bidders as the basis of rating prospective bidders in respect to the size and scope of contracts upon which each prospective bidder is qualified to bid. The District reserves the right to check other sources available.
- 6. The prospective bidder's inclusion on the final Bidder's list does not preclude the District from a post-bid consideration and determination on a specific project of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.
- 7. The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" to Tri-City Healthcare District Facilities Department by the date and time specified in the Notice of Prequalification issued by the District.
- 8. The pre-qualification packages submitted by prospective bidders are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and in the process of an appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.
- 9. Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the prospective bidder on whose behalf that person is signing. If any information provided by a prospective bidder becomes inaccurate, the prospective bidder must immediately notify the District and provide updated accurate information in writing, under penalty of perjury.
- 10. The District reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a future public works project.
- 11. The District shall notify each prospective bidder submitting an application for prequalification in writing by first-class mail or email within ten (10) days after the District's decision as to prequalification. Upon request of the prospective bidder, the District shall provide notification to the prospective bidder in writing of the basis for the prospective bidder's disqualification and any supporting evidence that has been received from others or adduced as a result of an investigation by the District.

12. After receiving notice of the basis for disqualification, the prospective bidder (except where disqualified for failure to submit required information) may file a written protest to the disqualification within seventy-two (72) hours of its receipt of notice of disqualification. Receipt shall be deemed to be two (2) days after mailing of the notice. The written objection shall include specific reasons, facts, supporting documentation and legal authorities explaining why the prospective bidder should be found qualified. The written objection must be filed with:

Tri-City Healthcare District Facilities Department 4002 Vista Way Oceanside, CA 92056

- 13. Unless a prospective bidder files a timely appeal, the prospective bidder waives any and all rights to challenge the prequalification decision of the District, whether by administrative process, judicial process or any other legal process or proceeding.
- 14. If the prospective bidder gives the required notice of appeal and requests a hearing, the hearing shall be conducted no later than ten (10) business days after the District's receipt of its Notice of Appeal. The hearing so provided shall be conducted by a panel to which the District's Board of Directors has delegated responsibility to hear such appeals (the "Appeals Panel"). At the hearing, the prospective bidder will be given the opportunity to present information and present reasons in opposition to the pre-qualification determination. At the conclusion of the hearing or no later than three (3) business days after completion of the hearing, the Appeals Panel will render its decision.
- 15. Prospective bidders shall be allowed to dispute their proposed prequalification rating prior to the closing time for receipt of bids. In the event that the District circulates bid packages before the completion of a pending appeal, the District will provide the prospective bidder with a bid package only after the prospective bidder has made payment therefore in an amount equal to the District's cost of printing and reproduction of the bid package, if any.
- 16. The District will reimburse the prospective bidder for such amount if the prospective bidder successfully appeals the disqualification determination and is found to be qualified to submit a bid. The Appeals Panel shall render its decision on the pending appeal prior the closing time for receipt of bids.

B. <u>Bid Security</u>.

All bids shall be accompanied by bid security in an amount equal to at least ten percent (10%) of the total bid price. The security shall be in a form as follows:

- 1. Cashier's or Certified Check in the required amount; or
- 2. Bidder's Bond executed by an admitted surety insurer and made payable to the District.

Any bid not accompanied by one of the foregoing forms of bidder's security shall be rejected as non-responsive.

The bond is a security that guarantees that the bidder will accept the project as bid.

C. <u>License and Registration Requirement.</u>

- 1. The notice inviting bids and plans shall identify the required contractor's license classification. In every completed bid, and in all construction contracts and subcontracts, shall be included the license number of the contractor and all subcontractors working under him. No project may be awarded to a contractor which is not licensed pursuant to state law or which utilizes subcontractors not so licensed.
- 2. Additionally, all contractors and subcontractors listed on a bid proposal for a public works project must be registered with the California Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR.

D. Insurance.

- 1. All contracts shall require insurance of the type, in amounts and with provisions approved by District Legal Counsel. All contractors awarded contracts shall furnish the District with original certificates of insurance and endorsements effecting coverage required by the contract.
 - a The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before work commences, or sooner if indicated by the contract documents. The District shall reserve the right to require complete, certified copies of all required insurance policies, at any time.
- 2. At a minimum, all general liability and automobile insurance policies shall contain the following provisions, or contractor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

- a the District, its directors, officers, employees and agents shall be covered as additional insureds with respect to the work or operations performed by or on behalf of the contractor, including materials, parts or equipment furnished in connection with such work; and
- b. the insurance coverage shall be primary insurance as respects the District, its directors, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officers, employees and agents shall be excess of the contractor's insurance and shall not be called upon to contribute with it in any way.
- 3. At a minimum, all workers' compensation and employers' liability policies shall contain the following provision, or contractor shall provide endorsements on forms supplied or approved by the District to add the following provision to the insurance policies:
 - a. the insurer shall agree to waive all rights of subrogation against the District, its directors, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the contractor.
- 4. At a minimum, all policies shall contain the following provisions, or contractor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:
 - a coverage shall not be canceled except after thirty (30) days prior written notice by mail has been given to the District; and
 - b. any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.
- 5. All insurance required by the contract shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officers, employees or agents.
- 6. All builders' all risk insurance policies shall provide that the District be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the District. The making of progress payments to the

contractor shall not be construed as creating and insurable interest by or for the District, or as relieving the contractor or its subcontractors of any responsibility for loss from any direct physical loss, damage or destruction covered by the builders' all risk policy occurring prior to final acceptance of the work by the District.

7. The District shall not be liable for loss or damage to any tools, machinery, equipment, materials or supplies of the contractor. The contractor shall supply to the District an endorsement waiving the insurance carrier's right of subrogation against the District for all policies insuring such tools, machinery, equipment, materials or supplies.

E. Contract Terms.

 All contract terms, including, but not limited to, the contract form, general conditions and special conditions, shall include any applicable mandatory public works provisions and shall be approved by TCHD General Counsel.

F. Changes in Plans and Specifications (Change Orders).

- 1. Public works construction contracts typically contain a change order provision that authorizes the public entity to make changes in the work. A change order provision typically grants the public entity broad authority to make changes in the work, generally additions, deletions or changes in the scope of work, the quality or the work or the time of performance.
- 2. Public works construction contracts generally require a written change order to authorize extra work and establish rules for pricing the extra work. These provisions are, generally, enforceable by statute, but exceptions exist.*
- 3. A new competitive bid must take place when there is a change order upon one or more of the following:
 - a. the change order materially changes the scope of the project, as set forth in the original contract, or
 - b. the original contract was not made in compliance with the original bidding requirements, or
 - c. the individual change order totals more than five percent (5%) of the contract.^{xi}
 - (1) For example, if the contract price is \$180,000, no individual change may exceed \$9,000 (5% of \$180,000) unless bids have been secured.

- (2) Exception to 5% rule: (Graydon Rule)^{xii}
 - The Director of Facilities shall evaluate the change order to determine if (1) it is impractical, undesirable, or impossible to secure a competitive bid for a change order totaling more than five percent (5%) of the contract; (2) it is in the District's best interest to waive competitive bidding requirement for the change order; and (3) waiver of competitive bidding will not result in favoritism or lead to corruption.
 - If the Director of Facilities finds that the three prongs are met, he/she shall present the findings to the Board of Directors for their approval and a resolution shall be passed waiving the competitive bid requirement for the change order.
- 4. All changes or amendments to the original contract must be in writing and signed by both the contractor and a duly authorized representative of the District.

III. INFORMAL COMPETITIVE PURCHASING PROCEDURES

A. Contracts Requiring Informal Competitive Procurement Procedures.

1. All contracts subject to this Policy and not a GPO contract or contract subject to Section I, Formal Bidding Requirements, shall be awarded in accordance with the District's informal competitive purchasing procedures.

B. Requirements for Specific Types of Contracts.

1. <u>Certain Professional Services (Professional Architecture, Landscape Architectural, Engineering, Environmental, Land Surveying, Construction Management).</u>

Contracts for professional services, as defined in Government Code section 4526, as it may be amended from time to time, may be awarded without following the formal bidding procedures, but shall meet the Informal Competitive Purchasing Procedures of this Policy or comply with Board Policy No. 17-023. In no event shall a contract for professional services be awarded based solely upon the lowest cost to the District.

- a. Proposals Submitted for Construction Project Management Services. Any individual or firm proposing to provide construction project management services shall provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.xiv
- b. Maximum Participation of Small Business Firms. In selecting professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction management firms, the selection procedures shall assure maximum participation of small business firms, as defined by the Director of General Services pursuant to Section 14837.**

2. <u>Electronic Data Processing and Telecommunications Goods and Services.</u>

Contracts for electronic data processing and telecommunications goods and services shall be awarded through the "informal" competitive purchasing procedures specified in this section; provided, that such contracts may be made without soliciting or securing bids when they involve an expenditure of twenty five thousand dollars (\$25,000) or less or when the Board determines either that (1) the goods and services proposed for acquisition are the only goods and services which can meet the District's need; or (2) the goods and services are needed in cases of emergency where immediate acquisition is necessary for the protection of the public health, welfare, or safety.^{xvi}

3. <u>Professional Financial, Economic, Accounting, Legal or Administrative Services.</u>

Contracts for the professional services set forth in Government Code section 53060, which include but are not limited to special services and advice in financial, economic, accounting, legal or administrative professional services may be procured through the Informal Competitive Purchasing Procedures of this Policy or in any other manner as deemed to be in the best interest of the District as determined by the Board, or the President/CEO.

4. Clinical Services Agreements.

All clinical services agreements (e.g., anesthesiology, pathology, radiology, emergency, hospitalists) shall be subject to competitive selection procedures based on recommendations from TCHD General Counsel and/or outside special healthcare counsel. Such contracts may be procured through the Informal Competitive Purchasing Procedures of this

Policy or in any other manner as deemed to be in the best interest of the District as determined by the President/CEO.

5. <u>Energy Conservation Contracts.</u>

Contracts for energy conservation may be awarded as set forth in Government Code section 4217.10, et seq.

C. <u>Informal Competitive Purchasing Procedures.</u>

1. Contracts Exceeding \$1,000,000.

- a. The President/CEO or his/her designee will issue a formal Request for Proposal for any individual contract award (not required to be bid by statute) exceeding one million dollars (\$1,000,000) unless a written sole source justification will be provided to the Board of Directors and Board committee as part of the contract approval process.
- b. The President/CEO or his/her designee shall prepare or cause to be prepared a written request for proposals ("RFP"). Unless exempted by the President/CEO or his/her designee pursuant to Section V, Flexibility and Waiver of Policy Requirements, of this Policy, the RFP shall include at least the following information:
 - (1) the specific nature or scope of the goods and/or services being sought;
 - (2) the type of project contemplated, if applicable;
 - (3) the estimated term of the contract;
 - (4) the specific experience expected of the consultant or supplier;
 - (5) the time, date and place for submission of the RFP;
 - (6) a contact person who can answer questions of the consultants or supplier during the bidding process;
 - (7) a contract form; and
 - (8) the evaluation criteria to be utilized in the selection of the consultant or supplier.

The President/CEO or his/her designee shall endeavor to include all required information in the RFP. To the extent that the President/CEO or his/her designee determines, pursuant to Section V, Flexibility and Waiver of Policy Requirements, of this Policy,

that any required information cannot be incorporated into the RFP, its terms shall be negotiated with the successful consultant or supplier prior to the award of the contract.

c. The District shall attempt to obtain and consider completed RFP's from at least three (3) qualified sources.

2. <u>Contracts Greater than or Equal to \$250,000 and Less Than or Equal to \$1,000,000.</u>

- a. The President/CEO or his/her designee shall obtain at least three (3) quotes from vendors for any proposed individual contract award (not otherwise required by statute to be bid) between two fundred fifty thousand dollars (\$250,000) and one million dollars (\$1,000,000), unless a written sole source justification is provided to and approved by the President/CEO.
- b. The approved sole source justification will be provided to the Board of Directors and Board committee as part of the contract approval process.

3. Contracts Less Than \$250,000.

- a. Unless otherwise required by applicable law or this Policy, contracts less than two hundred fifty thousand dollars (\$250,000) may be awarded without soliciting bids or proposals from multiple vendors.
- b. Agreements for legal services shall be approved by the Board or its designee pursuant to Board Policy No. 14-023.
- c. Contracts for electronic data processing and telecommunications goods and services with a cost to the District of more than twenty five thousand dollars (\$25,000) and less than two hundred fifty thousand dollars (\$250,000) shall be awarded after obtaining quotes from a minimum of three (3) vendors. Contracts with a cost of two hundred fifty thousand dollars (\$250,000) or more shall be subject to the procedures stated in Section III.C. (Informal Competitive Purchasing Procedures), subsections 2 and 3, as applicable.

D. Award of Contracts.

- 1. <u>Electronic Data Processing and Telecommunications Goods or Services Exceeding \$25,000</u>.
 - a When the District awards a contract pursuant to the Informal Competitive Purchasing Procedures for electronic data processing

and telecommunications goods or services with a cost to the District of more than twenty five thousand dollars (\$25,000), the contract award shall be based on the proposal which provides the most cost effective solution to the District's requirements, as determined by the specified evaluation criteria. The evaluation criteria may provide for the selection of a consultant or supplier on an objective basis other than cost alone. *viii*

2. Other Contracts.

- a. When the District awards any other contract pursuant to the Informal Competitive Purchasing Procedures, the contract award shall be based on the proposal which is in the best interests of the District.
- b. In addition, unless exempted pursuant to Government Code section contracts for professional architectural, architectural, engineering, environmental, land construction management and any other services specified in Government Code section 4526, as it may be amended from time to time, shall be awarded on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. In no event shall a contract for such professional services be awarded on the basis of cost alone. xviii

IV. <u>AUTHORITY TO AWARD CONTRACTS</u>

- A. The President/CEO may award contracts within his/her signatory authority as provided in the Approval and Authorization Matrix, and consistent with Board Policy No. 14-023 and this Policy, unless Board of Directors approval is required by law.
- B. All contracts exceeding the President/CEO's signature authority shall be awarded by the Board of Directors only.

V. FLEXIBILITY AND WAIVER OF POLICY REQUIREMENTS

- A. In recognition of the fact that the contracting and procurement needs of the District may from time to time render certain procedures or requirements herein impracticable, the President/CEO or his/her designee is authorized to permit or waive deviations from this Policy, to the extent permitted by law, upon making a written finding that such deviations are in the District's best interests in consultation with TCHD General Counsel as to legal issues involved.
- B. Additionally, provisions required by Provisions Applicable to Public Works Contracts to be included in public contracts (e.g. requirements for performance bonds, insurance, etc.) may be included in other contracts, if appropriate.

VI. CONFLICTS OF INTEREST

- A. As to all contracts covered by this policy, any practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, are prohibited.
- B. No employee may participate in the selection process when the employee has a relationship with a person or business entity seeking a contract when disqualified under the provisions of Section 87100 of the Government Code or other provisions of law. xix
- C. Additionally, all employees must comply with the District's Code of Conduct, including restrictions on accepting gifts and entertainment.

Reviewed by the FO&P Committee: 11/21/06 Approved by the Board of Directors: 12/14/06 Reviewed by the FO&P Committee: 11/27/07 Approved by the Board of Directors: 12/13/07 Reviewed by the FO&P Committee: 11/16/10 Approved by the Board of Directors: 12/16/10 Approved by the FO&P Committee: 6/18/14 Approved by the Board of Directors: 6/26/14 Reviewed by the FO&P Committee: 8/18/15 Approved by the Board of Directors: 8/27/15

i Health & Safety Code section 32132 (a)

[&]quot; Public Contract Code section 1773.1

iii Health and Safety Code section 32132.5

iv Ibid.

^v Revenue and Tax Code section 32704; Health & Safety Code section 32123

vi Public Contract Code section 1102

vii Public Contract Code section 22050

viii Health & Safety Code section 32136

ix Public Contract Code section 3300

x Public Contract Code section 7105(d)(2)

xi Health & Safety Code section 32132(c)

xii Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal. App.3d 631, 635-636; Los Angeles Dredging Co. v. City of Long Beach (1930) 210 Cal. 348, 354-355

xiii Government Code section 4525 et seq.

xiv Government Code section 4529.5

xv Government Code section 4526

xvi Health & Safety Code section 32138(a)

xvii Health & Safety Code section 32138(c)

xviii Government Code section 4525 et seq.

xix See, Government Code section 4526

TRI-CITY HEALTHCARE DISTRICT BOARD OF DIRECTORS POLICY

BOARD POLICY # 19-045

POLICY TITLE: Philanthropic Naming Policy

On occasion, Tri-City Healthcare District (District), working with the Tri-City Hospital Foundation (Foundation) seeks to recognize the philanthropic contributions of individuals or organizations by the naming of buildings, portions of buildings, rooms, fixed furniture, units, service lines, medical equipment, and other services or facilities, collectively referred to hereafter as "Property."

Philanthropic contributions shall mean a contribution to the District from a third party ("Donor") for which there is no reciprocal commercial and/or marketing benefit expected or required from the District. This policy establishes a uniform and consistent procedure to gain District approval and to record these namings for all District Property, on and off campus. When the District is involved in a capital campaign, the District Board of Directors ("Board"), with input from the Foundation, may create donation levels for Property. Board approval is required before the naming of any District Property either as authority is delegated under this policy or by specific Board action.

I. Intent

- A. The primary intent of the Property naming process is to allow the District to recognize the importance of a Donor's contribution to the District.
- B. As a general rule, a building name holds more importance or represents greater District recognition than the naming of a portion of the building, such as a unit, floor, wing, service line, or a single room.

II. Policies

- A. Selection of Names for New Buildings
 - 1. As a general rule, a Donor must contribute a substantial share of the cost of construction of a building to be granted naming rights. Exceptions to this Policy are allowed only when specifically approved by the Board. Naming rights shall be reflected in a deed of gift or other written instrument reflecting any gift conditions accepted or imposed by the District. Gifts of real property require approval of a certificate of acceptance by the Board prior to recordation. In the absence of a written instrument, a naming gift shall be considered to be unrestricted.

B. Namings Other Than Buildings

1. From time to time portions of buildings, rooms, fixed furniture, units, service lines, medical equipment, and other Property, may be named in

honor of a Donor who has contributed significantly to a project or goal of the District. Space on the District campus is a District resource and may be reallocated from time to time to best meet the needs of the District. The naming deed of gift or other instrument should be worded to allow the reallocation of movable Property as appropriate. All naming rights shall include a specific term, which shall not be longer than the useful life of the Property as determined by the District. In the absence of a written instrument, a naming gift shall be considered to be unrestricted.

C. Modification, Renovation, or Relocation of Property and Names

1. As modifications are made to Property over time, situations may occur where it is in the best interest of the District to relocate, modify, or reallocate named District Property. In the event modifications to named Property are required or recommended, the Foundation and District will be involved in early planning. This is to insure that the original purposes of the naming and the Donor's wishes, as may be reflected in the deed of gift or other instrument, are preserved as appropriate. These occurrences underscore the importance of obtaining District recognition of all naming. Any such modification or reallocation will be reviewed by the Foundation President and the District CEO with respect to the conditions, if, any, to the original naming.

D. Sign Design Guidelines

- 1. All interior and exterior signage on campus will be representative and complementary when viewed with existing signage.
- 2. All District Property signage will follow the campus guidelines and design intent.

E. Plaques Commemorating Namings

- 1. The text of all plaques will be submitted to the Foundation President for review and approval in consultation with the District CEO. Plaques on rocks, posts or trees are not permitted.
- F. Ownership of Gifted or Purchased Items
 - 1. All named Property shall be property of the District

Authority

A. All recommendations and requests for approval of building naming items will be presented to the Board or CEO for approval. District CEO, in consultation with the Foundation President, may accept gifts in conjunction with approval of naming of other Property.

B. Review and Approval of Naming

- 1. The Foundation President will review and advise District administration and the Board of any concerns raised by any proposed naming. No employee or agent may commit the District to acceptance of any naming gift prior to formal acceptance by the Board or District CEO, as appropriate. Requests for naming of specific Property must be submitted as outlined in this document for review and approval by the Board or District CEO. The Board or District CEO, as appropriate, may refuse any gift, including any in kind donation, if it is deemed to not be in the best interests of the District or inconsistent with this policy.
 - C. Equipment and Other Property Naming
- 1. The District CEO may approve, after the review of the Foundation President the naming of equipment and other Property, excluding buildings, in accordance with this policy without prior submission to the Board.
 - D. Duration of Naming
- If during the useful life of a building, the building is transferred or conveyed from the District, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or modified; relocated, or replaced, then the naming rights will terminate. In such event, however, the Donor, if available, and in consultation with and as mutually agreed by the Board, will have the right of first refusal on an equivalent or replacement building for an additional agreed upon donation amount.
- 2. In the event that a Donor is no longer living or unwilling/unable to participate in naming of the equivalent or replacement building, the Donor's legacy (prior) naming will be recognized in a prominent location in the form of a plaque or other suitable display method that honors the Donor and his/her donation.
- 3. Other Property naming will end upon the disposal, termination, or end of useful life of said named Property.

IV. Other Naming Rights

A. The District Board may add to or adopt additional naming rights policies for corporate sponsorships and service honors.

Reviewed by the Gov/Leg Committee: 12/1/15 Approved by the Board of Directors: 12/10/15

Reviewed by the Bylaw & Policies Ad Hoc Committee: 8/19

Approved by the Board of Directors:

TRI-CITY HEALTHCARE DISTRICT BOARD OF DIRECTORS POLICY

BOARD POLICY # 1519-045

POLICY TITLE: Philanthropic Naming Policy

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Philanthropic contributions shall mean a contribution to the District from a third party ("Donor") for which there is no reciprocal commercial and/or marketing benefit expected or required from the District. This policy establishes a uniform and consistent procedure to gain District approval and to record these namings for all District Property, on and off campus. When the District is involved in a capital campaign, the District Board of Directors ("Board"), with input from the Foundation, may create donation levels for Property. Board approval is required before the naming of any District Property either as authority is delegated under this policy or by specific Board action.

I. Intent

- A. The primary intent of the Property naming process is to allow the District to recognize the importance of a Donor's contribution to the District.
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 - 1. The text of all plaques will be submitted to the Chief Development Officer Foundation President for review and approval in consultation with the District CEO. Plaques on rocks, posts or trees are not permitted.
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A. All recommendations and requests for approval of building naming items will be presented to the Board or CEO for approval. District CEO, in consultation with the Chief Development Officer Foundation President, may accept gifts in conjunction with approval of naming of other —Property.

B. Review and Approval of Naming

1. The Chief Development Officer Foundation President will review and advise District administration and the Board of any concerns raised by any proposed naming. No employee or agent may commit the District to acceptance of any naming gift prior to formal acceptance by the Board or District CEO, as appropriate. Requests for naming of specific Property must be submitted as outlined in this document for review and approval by the Board or District CEO. The Board or District CEO, as appropriate, may refuse any gift, including any in kind donation, if it is deemed to not be in the best interests of the District or inconsistent with this policy.

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1. The District CEO may approve, after the review of the Chief Development Officer, Foundation President the naming of equipment and other Property, excluding buildings, in accordance with this policy without prior submission to the Board.

D. Duration of Naming

- 1. If during the useful life of a building, the building is transferred or conveyed from the District, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, or modified; relocated, or replaced, then the naming rights will terminate. In such event, however, the Donor, if available, and in consultation with and as mutually agreed by the Board, will have the right of first refusal on an equivalent or replacement building for an additional agreed upon donation amount.
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Reviewed by the Gov/Leg Committee: 12/1/15 Approved by the Board of Directors: 12/10/15

Reviewed by the Bylaw & Policies Ad Hoc Committee: 8/19

Approved by the Board of Directors:

TRI-CITY HEALTHCARE DISTRICT MINUTES FOR A REGULAR MEETING OF THE BOARD OF DIRECTORS

September 26, 2019 – 2:00 o'clock p.m. Assembly Room 1 – Eugene L. Geil Pavilion 4002 Vista Way, Oceanside, CA 92056

A Regular Meeting of the Board of Directors of Tri-City Healthcare District was held at the location noted above at Tri-City Medical Center, 4002 Vista Way, Oceanside, California at 2:00 p.m. on September 26, 2019.

The following Directors constituting a quorum of the Board of Directors were present:

Director Rocky J. Chavez Director George W. Coulter Director Leigh Anne Grass Director Julie Nygaard Director RoseMarie V. Reno Director Larry W. Schallock Director Tracy M. Younger

Also present were:

Steven Dietlin, Chief Executive Officer
Dr. Mark Yamanaka, Chief of Staff
Susan Bond, General Counsel
Jeffrey Scott, Board Counsel
Teri Donnellan, Executive Assistant
Richard Crooks, Executive Protection Agent

- 1. The Board Chairperson, Leigh Anne Grass, called the meeting to order at 2:00 p.m. in Assembly Room 1 of the Eugene L. Geil Pavilion at Tri-City Medical Center with attendance as listed above.
- 2. Approval of Agenda

It was moved by Director Schallock to approve the agenda as presented. Director Nygaard seconded the motion. The motion passed unanimously (7-0).

3. Public Comments – Announcement

Chairperson Grass read the Public Comments section listed on the September 26, 2019 Regular Board of Directors Meeting Agenda.

There were no public comments.

4. Oral Announcement of Items to be discussed during Closed Session

Chairperson Grass made an oral announcement of the items listed on the August 29, 2019 Regular Board of Directors Meeting Agenda to be discussed during Closed Session which included three matters of Existing Litigation, two matters of Potential

Litigation, Hearings on Reports of the Hospital Medical Audit or Quality Assurance Committee, one Report Involving Trade Secrets and Approval of Closed Session Minutes.

5. Motion to go into Closed Session

It was moved by Director Coulter and seconded by Director Reno to go into Closed Session. The motion passed unanimously (7-0).

- 6. The Board adjourned to Closed Session at 2:05 p.m.
- 8. At 3:30 p.m. in Assembly Rooms 2 and 3, Chairperson Grass announced that the Board was back in Open Session.

The following Board members were present:

Director Rocky J. Chavez Director George W. Coulter Director Leigh Anne Grass Director Julie Nygaard Director RoseMarie V. Reno Director Larry W. Schallock Director Tracy M. Younger

Also present were:

Steve Dietlin, Chief Executive Officer
Scott Livingstone, Chief Operations Officer
Barbara Vogelsang, Chief Nurse Executive
Ray Rivas, Chief Financial Officer
Aaron Byzak, Chief External Affairs Officer
Dr. Gene Ma, Chief Medical Officer
Dr. Mark Yamanaka, Chief of Staff
Jeffrey Scott, Board Counsel
Susan Bond, General Counsel
Teri Donnellan, Executive Assistant
Richard Crooks, Executive Protection Agent

9. Chairperson Grass reported the Board in Closed Session heard reports concerning two potential litigation matters and took no action.

The Board in Closed Session heard a report on the status of an existing litigation matter related to Medical Acquisitions Company vs. Tri-City Hospital and took no action.

The Board in Closed Session provided authority to the hospital's General Counsel to take appropriate action concerning the Hauer vs. Tri-City Hospital matter.

The Board in Closed Session also heard Medical Staff Credentialing and Quality Assurance matters and took no action.

The Board in Closed Session approved Closed Session minutes.

Finally, the Board heard and discussed a Trade Secret matter and took no action.

- 10. Director Nygaard led the Pledge of Allegiance.
- 11. Chairperson Grass read the Public Comments section of the Agenda, noting members of the public may speak immediately following Agenda Item Number 24.
- 12. TCHD Foundation Jennifer Paroly, President

Ms. Jennifer Paroly, TCHD Foundation President discussed Social Media promotions which included the following:

- > An opportunity to join the Tri-City Hospital Foundation's Corporate Council to become engaged in the local business and the community;
- > Introduction of Dr. Amanda Lloyd, a dermatologist who is focusing on the diagnosis and treatment of skin conditions including hair and nails; and
- Cancer Care Navigator, Renee Ebejer-Swineheart who was featured in the Vista Press.

Ms. Paroly reported on past and future activities for the Foundation which included the following:

- > Foundation Golf Event held on September 9th at the Farms Golf Club was sold out and a big success.
- > The Diamond Ball will be held on November 16, 2019 at the Park Hyatt Aviara and is nearly sold out.
- Employee Giving Luncheon is scheduled for December 6th in the Tri-City Cafeteria.
- > The Guardian Angel program will kick off in the near future. Details will be forthcoming

Lastly, Ms. Paroly reported proceeds from the Golf Tournament and Diamond Ball will support our new GEM 3.0T 32-Channel MRI system from GE Healthcare. This state-of-the-art equipment will include full cardiac, skeletal, spine, soft tissue and cancer screening.

13. August 2019 Financial Statement Results – Mr. Ray Rivas, Chief Financial Officer

Mr. Ray Rivas reported on the YTD financials as follows (Dollars in Thousands):

- Net Operating Revenue \$58,494
- ➤ Operating Expense \$60,622
- ➤ EBITDA 1,367
- ➤ EROE (\$970)

Other Key Indicators for the month driving those results included the following:

- Average Daily Census 143
- Adjusted Patient Days 16,642
- ➤ Surgery Cases 1,077
- ➤ ED Visits 9,723

Mr. Rivas also reported on the current month financials as follows (Dollars in Thousands):

- ➤ Net Operating Revenue \$29,679
- Operating Expense \$30,758
- ➤ EBITDA \$661
- ➤ EROE (\$4940

Mr. Rivas reported on current month Key Indicators as follows

- Average Daily Census 144
- Adjusted Patient Days 8,400
- ➤ Surgery Cases 560
- ➤ ED Visits 4,935

Mr. Rivas reported on the following indicators for FY20 Average:

- Net Patient Accounts Receivable \$43.7
- > Days in Net Accounts Receivable 54.6

Mr. Rivas commented that we are doing better than budget but off to a slow start.

No action taken.

New Business

 a) Consideration to accept the 2019 Fiscal Year Financial Statement Audit and Single Audit

Ms. Stacy Stelzriede, Engagement Partner with Moss Adams presented the 2019 Fiscal Year Financial Statement Audit and Single Audit results which were presented to the Audit, Compliance & Ethics Committee on September 17, 2019 and recommended for acceptance by the committee. Ms. Stelzriede reported the Auditors will issue an unmodified opinion which reflects the Financial Statements are presented fairly and in accordance with US Generally Accepted Accounting Principles. Mr. Stelzriede also reported there were no material weaknesses proposed adjustments. Ms. Stelzriede complimented management on an outstanding audit in a difficult environment.

It was moved by Director Schallock that the Tri-City Healthcare District Board of Directors accept the 2019 Fiscal Year Financial Statement Audit and Single Audit as recommended by the Audit, Compliance & Ethics Committee on September 17, 2019. Director Nygaard seconded the motion.

The vote on the motion was as follows:

AYES:

Directors:

Chavez, Coulter, Grass, Nygaard,

Schallock and Younger

NOES:

Directors:

None

ABSTAIN:

Directors:

Reno

ABSENT: Directors: None

b) Board Self Evaluation with Facilitator, Jim Rice

Chairperson Grass reported Board Facilitator Jim Rice will be assisting the Board with their Self-Assessment via Special Meeting on October 22, 2019. Chairperson Grass stated each Board member will have the opportunity to speak with Mr. Rice 1:1 in preparation for the meeting. Board members will also receive a questionnaire from Mr. Rice and have approximately 10 days to respond. Chairperson Grass emphasized the importance of responding timely in order for the Facilitator to compile results.

- 15. Old Business none
- 16. Chief of Staff

Consideration of September 2019 Credentialing Actions and Reappointments Involving the Medical Staff as recommended by the Medical Executive Committee on September 23, 2019.

It was moved by Director Nygaard to approve the September 2019 Credentialing Actions and Reappointments Involving the Medical Staff as recommended by the Medical Executive Committee on September 23, 2019. Director Schallock seconded the motion.

The vote on the motion was as follows:

AYES: Directors:

Chavez, Coulter, Grass, Nygaard,

Reno, Schallock and Younger

NOES: ABSTAIN: Directors:

None None

ABSENT:

Directors:

None

17. Consideration of Consent Calendar

It was moved by Director Schallock to approve the Consent Agenda. Director Nygaard seconded the motion.

It was moved by Director Reno to pull item 17. (2) B. 2) Approval of an agreement to add Dr. Morgan Silldorf to the currently existing Panel Agreement for ED On Call Coverage – Orthopedics for a term of 12 months, beginning October 1, 2019 through September 30, 2020 and 17. (2) B. 4) Approval of an agreement with The Neurology Center to provide comprehensive coverage/directorship for ARU, Stroke, Neurology, Epilepsy, ARU (mid-level) for a term of 24 months beginning October 1, 2019 through September 30, 2021, for a total cost for the term of \$1,152,240. Director Chavez seconded the motion.

The vote on the main motion minus the items pulled was as follows:

AYES:

Directors:

Chavez, Coulter, Grass, Nygaard,

Reno, Schallock and Younger

NOES:

Directors:

None

- 5-

ABSTAIN: Directors: None ABSENT: Directors: None

18. Discussion of items pulled from Consent Calendar

Director Reno who pulled item 17. (2) B. 2) Approval of an agreement to add Dr. Morgan Silldorf to the currently existing Panel Agreement for ED On Call Coverage – Orthopedics requested clarification on the cost. Mr. Scott Livingstone, COO explained there is no additional cost to add Dr. Silldorf to the currently existing Panel Agreement.

Director Reno who pulled item 17. (2) B. 4) Approval of an agreement with The Neurology Center to provide comprehensive coverage/directorship for ARU, Stroke, Neurology, Epilepsy, ARU (mid-level) requested clarification on the cost. Mr. Scott Livingstone referred Director Reno to the documentation in the agenda packet which reflects a total cost for the term of \$1,152,240.

It was moved by Director Reno to approve Items 17. (2) B. 2) Approval of an agreement to add Dr. Morgan Silldorf to the currently existing Panel Agreement for ED On Call Coverage – Orthopedics and 17. (2) B. 4) Approval of an agreement with The Neurology Center to provide comprehensive coverage/directorship for ARU, Stroke, Neurology, Epilepsy, ARU (mid-level) as presented. Director Schallock seconded the motion.

The vote on the motion was as follows:

AYES: Directors: Chavez, Coulter, Grass, Nygaard,

Reno, Schallock and Younger

NOES: Directors: None
ABSTAIN: Directors: None
ABSENT: Directors: None

- 19. Reports (Discussion by exception only)
- 20. Comments by Members of the Public

Chairperson Grass recognized Courtney Hayes, CNA Labor representative representing the Registered Nurses at Tri-City Medical Center. Ms. Hayes reiterated the demands made at last month's meeting and stated the Nurses stand by their vote of no confidence in CNE Barbara Vogelsang and implore the Board and Administration to address CNA's demands in good faith.

Chairperson Grass recognized Ms. Kathy Cronce, RN in the Recovery Room and Chair of the Clinical Practice Council. Ms. Cronce implored the Board to support the nurses as they stand up for their patients, their hospital and their community.

Lastly Chairperson Grass recognized Ms. Ingrid Hartley, RN and Nurse Representative for the Telemetry Unit who requested the Board's support in CNA's petition of no confidence presented last month.

21. Comments by Chief Executive Officer

Mr. Steve Dietlin, CEO commented on the report from independent auditors today that Tri-City had yet another clean audit with no proposed adjustments or material weaknesses while demonstrating operational and financial improvements year over year.

Mr. Dietlin also commented on the recent Memorandum of Understanding entered into with the County of San Diego creating innovative collaborative mental health continuum opportunities for long term sustainable solutions.

Mr. Dietlin stated true collaboration is required amongst many community stakeholders, along with continued flexibility, innovation, planning and thousands of individuals working together as a collective team to deliver our mission 24/7 every day of the year for the community we serve. He expressed his appreciation to each and every individual who actively participates in a positive manner to continue to advance the health and wellness in this community.

In closing, Mr. Dietlin read an excerpt from a grateful patient.

22 Board Communications

Director Younger had no comments.

Director Coulter had no comments.

Director Chavez stated the presentation on the Audit and comments from the CEO reflect a well-run hospital however he recognizes the nurses are important to the total environment. Director Chavez requested that leadership and the CNA nurses work to resolve this issue so we can move the hospital forward.

Director Chavez commented on the new partnership with the County related to Behavioral Health and stated he is excited about new growth opportunities as we expand our influence.

Director Reno commented that Human Resources is actively participating in resolving the issues presented by the nurses and encouraged both administration and the union to work together towards resolution.

Director Nygaard commented on the wonderful billboards we have now that clearly define a problem and clearly tell how to take care of it.

Director Nygaard stated she is extremely pleased with the Audit report and congratulated staff on their heard work. Director Nygaard encouraged everyone to focus on the fact that we are community hospital however we are also a business and if we want to be sustainable we need to continue to focus on that and do it together.

Director Schallock thanked the Finance Department for the information provided and how the audit validates what management has been telling the Board all year long, keeping us at a level where we are financially stable.

Director Schallock reported next week at the NAACP Blue & Gold Gala Mr. Aaron Byzak, Chief Governmental & External Affairs Officer will be presented with the "Business Community Impact Award" to honor his service to the community through the years.

"Business Community Impact Award" to honor his service to the community through the years.

23. Report from Chairperson

Chairperson Grass extended her congratulations and thank you to the management team for the outstanding audit.

Chairperson Grass thanked today's speakers. She stated she has full confidence that the C-Suite and CNA nurses will come to a sustainable solution that protects patients but that is also fiscally responsible.

Lastly, Chairperson Grass reported October is Breast Cancer Awareness month and stated early detection is key. She encouraged the women to schedule their mammogram screenings. Chairperson Grass commented on the many ways individuals can lower their risk of the disease, namely, avoiding smoking and excessive alcohol, minimizing your exposure to radiation and the sun and staying physically active.

24. There being no further business Chairperson Grass adjourned the meeting at 4:35 p.m. The motion passed unanimously (7-0).

	Leigh Anne Grass, Chairperson
ATTEST:	
Julie Nygaard, Secretary	

TRI-CITY HEALTHCARE DISTRICT MINUTES FOR A SPECIAL MEETING OF THE BOARD OF DIRECTORS

October 24, 2019 – 10:30 o'clock p.m. Assembly Room 3 – Eugene L. Geil Pavilion 4002 Vista Way, Oceanside, CA 92056

A Special Meeting of the Board of Directors of Tri-City Healthcare District was held at the location noted above at 4002 Vista Way at 10:35 a.m. on October 24, 2019.

The following Directors constituting a quorum of the Board of Directors were present:

Director Rocky J. Chavez Director Leigh Anne Grass Director Julie Nygaard Director RoseMarie V. Reno Director Larry W. Schallock

Absent were Director George W. Coulter and Director Tracy M. Younger.

Also present were:

Steve Dietlin, Chief Executive Officer
Scott Livingstone, Chief Operations Officer
Barbara Vogelsang, Chief Nurse Executive
Ray Rivas, Chief Financial Officer
Aaron Byzak, Chief Government Affairs Officer
Gene Ma, Chief Medical Officer
Jeremy Raimo, Senior Director, Business Development
Eva England, Cardiovascular Service Line Director
Jennifer Paroly, President, TCHD Foundation
Susan Bond, General Counsel
Teri Donnellan, Executive Assistant
Rick Crooks, Executive Protection Agent

- 1. The Board Chairperson, Director Grass, called the meeting to order at 10:35 a.m. in Assembly Room 3 of the Eugene L. Geil Pavilion at Tri-City Medical Center with attendance as listed above. Director Chavez led the Pledge of Allegiance.
- 2. Public Comments Announcement

Chairperson Grass read the Public Comments section listed on the Board Agenda. There were no public comments.

Approval of agenda.

It was moved by Director Nygaard to approve the agenda as presented. Director Schallock seconded the motion. The motion passed (5-0-0-2) with Directors Coulter and Younger absent.

4. Oral Announcement of Items to be discussed during Closed Session

Chairperson Grass made an oral announcement of the items listed on the October 24, 2019 Special Board of Directors Meeting Agenda to be discussed during Closed Session which included one matter involving Potential Litigation, Reports Involving Trade Secrets with various disclosure dates and Hearings on Reports of the Hospital Medical Audit or Quality Assurance Committees.

6. Motion to go into Closed Session

It was moved by Director Reno and seconded by Director Schallock to go into Closed Session at 10:40 a.m. The motion passed (5-0-0-2) with Directors Coulter and Younger absent.

- 8. Open Session
- 9. Report from Chairperson on any action taken in Closed Session.

Chairperson Grass reported the Board heard reports on various Trade Secrets and took no action.

Chairperson Grass reported the Board heard Reports of the Hospital Medical Audit or Quality Assurance Committees and took no action.

10. There being no further business, Chairperson Grass adjourned the meeting at 1:00 p.m. p.m.

ATTEST:	Leigh Anne Grass Chairperson
Julie Nygaard Secretary	



California Special Districts Association

Districts Stronger Together

California Special Districts Association 1112 I Street, Suite 200 Sacramento, CA 95814 Phone: 877.924.2732 Fax: 916.520.2470

www.csda.net

2020 CSDA MEMBERSHIP RENEWAL

To:

Tri-City Healthcare District 4002 Vista Way Oceanside, CA 92056 Membership ID: 1590

Issue Date

October 1, 2019

Due Date:

December 31, 2019

oster \$
ster \$
d \$
\$
Total \$
Account Number:
Auth Signature

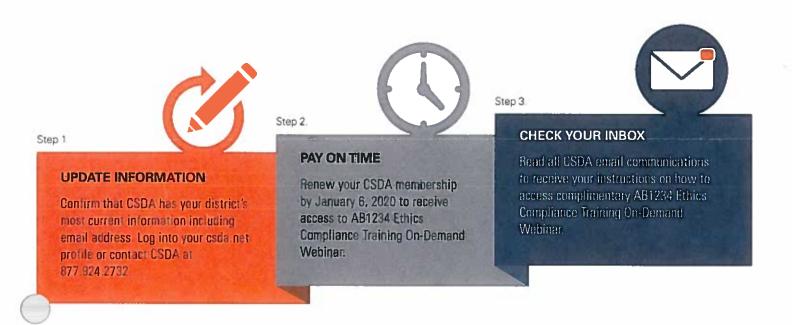
Please return this form with payment to CSDA Member Services, 1112 I Street, Suite 200, Sacramento, CA 95814, fax: 916.520.2470, or email cassandras@csda.net.

OBRA 1993 prohibits taxpayers from deducting, for federal income tax purposes, the portion of membership dues that are allocable to the lobbying activities of trade organizations. The nondeductible portion of your dues is estimated to be 6%. To view dues categories, please visit the CSDA transparency page at www.csda.net



Steps to Renew

CSDA membership



WHAT CAN MEMBERSHIP OFFER?

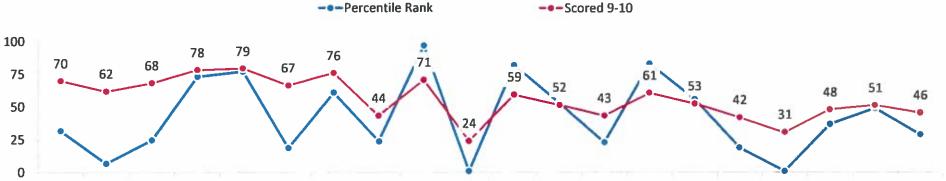




ADVANCED HEALTH CARE

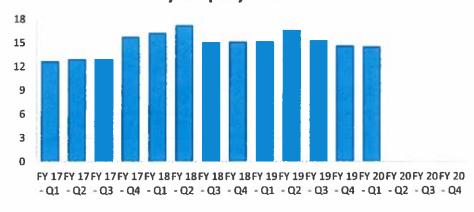
Stakeholder Experiences

Overall Rating of Hospital (0-10)

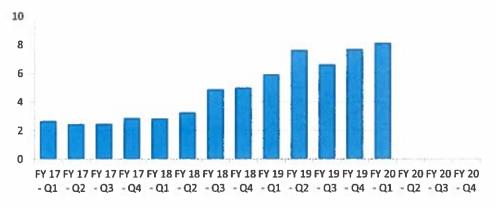


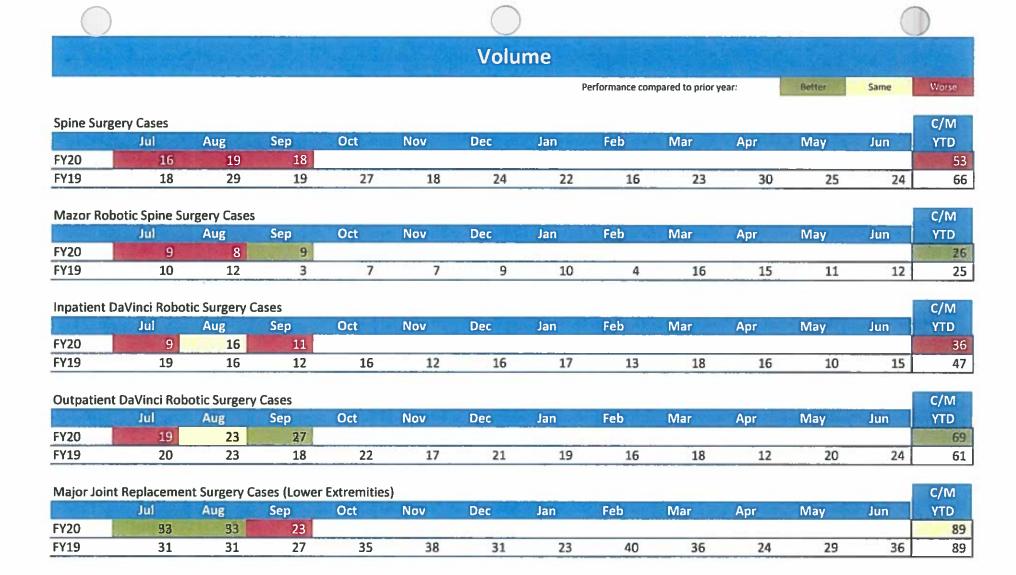
Jan-18 Feb-18 Mar-18 Apr-18 May-18 Jun-18 Jul-18 Aug-18 Sep-18 Oct-18 Nov-18 Dec-18 Jan-19 Feb-19 Mar-19 Apr-19 May-19 Jun-19 Jul-19 Aug-19

Voluntary Employee Turnover Rate



Involuntary Employee Turnover Rate





Inpatient (Behavioral He	alth - Avera	ge Daily Ce	nsus (ADC)									C/M
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
FY20	10 - New York	CALL SALE	4 A	-			-		22	100	-		
FY19	10.8	11.3	9.7	06240	-	-		-	-	-	-	-	10
Acute Reh	ab Unit - Ave	rage Daily C	ensus (ADC)									C/M
1 - 3 - 4	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
FY20	6.2	4.5	7.7	255 (598)	7		WHERE A STATE OF	make My in	- Marian		name,		6
FY19	7.4	9.1	6.5	4.7	5.7	5.3	6.8	8.4	7.2	5.8	4.4	6.5	7.
leonatal I	ntensive Care	Unit (NICU) - Average	Daily Censu	ıs (ADC)								C/IV
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
FY20	9.4	10.3	13.4	to men to the									11
FY19	11.4	9.8	10.0	11.0	11.6	8.7	10.1	8.9	11.3	10.0	9.5	10.4	10
													_
Washital													
nospital -		y Census (Al											C/M
11.32	lut	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	C/M YTD
Y20	Jul 143.4	Aug 143.6	Sep 150.6							Apr	May	Jun	
Y20	lut	Aug	Sep	Oct 149.6	Nov 143.7	Dec 153.2	Jan 164.8	Feb 166.3	Mar 157.7	Apr 142.4	May 143.3	Jun 146.5	YTD
Y20 Y19	Jul 143.4	Aug 143.6	Sep 150.6										145 154
FY20 FY19	Jul 143.4	Aug 143.6 155.9	Sep 150.6 146.4	149.6	143.7	153.2	164.8	166.3	157.7	142.4	143.3	146.5	145 154 C/M
FY20 FY19 Deliveries	Jul 143.4 160.3	Aug 143.6	Sep 150.6										145 154 C/M YTD
FY20 FY19 Deliveries	Jul 143,4 160.3	Aug 143.6 155.9	Sep 150.6 146.4	149.6	143.7	153.2	164.8	166.3	157.7	142.4	143.3	146.5	145 154 C/M YTD
FY20 FY19 Deliveries FY20 FY19	Jul 143,4 160.3 Jul 168 186	Aug 143.6 155.9 Aug 171 202	Sep 150.6 146.4 Sep 156	149.6 Oct	143.7 Nov	153.2 Dec	164.8 Jan	166.3 Feb	157.7 Mar	142.4 Apr	143.3 May	146.5 Jun	YTD 145 154 C/M YTD 49 55
PY20 PY19 Deliveries PY20 PY19	Jul 143.4 160.3 Jul 168 186	Aug 143.6 155.9 Aug 171 202	Sep 150.6 146.4 Sep 156 170	149.6 Oct 187	143.7 Nov 185	153.2 Dec 166	164.8 Jan 170	166.3 Feb 150	157.7 Mar 177	142.4 Apr 131	143.3 May 146	146.5 Jun 156	YTD 145 154 C/M YTD 49 55
FY20 FY19 Deliveries FY20 FY19	Jul 143.4 160.3 Jul 168 186 Cardiac Interv	Aug 143.6 155.9 Aug 171 202 entions Aug	Sep 150.6 146.4 Sep 156 170	149.6 Oct	143.7 Nov	153.2 Dec	164.8 Jan	166.3 Feb	157.7 Mar	142.4 Apr	143.3 May	146.5 Jun	YTD 145 154 C/M YTD 49 55 C/M YTD
FY20 FY19 Deliveries FY20 FY19	Jul 143.4 160.3 Jul 168 186	Aug 143.6 155.9 Aug 171 202	Sep 150.6 146.4 Sep 156 170	149.6 Oct 187	143.7 Nov 185	153.2 Dec 166	164.8 Jan 170	166.3 Feb 150	157.7 Mar 177	142.4 Apr 131	143.3 May 146	146.5 Jun 156	YTD 145 154 C/M YTD 49 55



an	Feb	Mar	Apr	May	Jun	C/M YTD
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Better

t Cardiac In	terventions											C/M
Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
7	5	12			FBVare-							24.
3	4	3	13	13	6	11	17	6	10	7	9	10
		0.0		Jul Aug Sep Oct 7 5 12 3 4 3 13	Jul Aug Sep Oct Nov 7 5 12 3 4 3 13 13	Jul Aug Sep Oct Nov Dec 7 5 12 3 4 3 13 13 6	Jul Aug Sep Oct Nov Dec Jan 7 5 12 3 4 3 13 13 6 11	Jul Aug Sep Oct Nov Dec Jan Feb 7 5 12 3 4 3 13 13 6 11 17	Jul Aug Sep Oct Nov Dec Jan Feb Mar 7 5 12 3 4 3 13 13 6 11 17 6	Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr 7 5 12 3 4 3 13 13 6 11 17 6 10	Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May 7 5 12 3 4 3 13 13 6 11 17 6 10 7	Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun 7 5 12 3 4 3 13 13 6 11 17 6 10 7 9

Open Hea	rt Surgery C	ases											C/M
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
FY20	9	5	2							_			16
FY19	8	8	6	8	4	14	8	10	16	6	7	5	22

TCMC Ad	justed Factor	r (Total Reve	enue/IP Rev	enue)									C/M
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
FY20	1.85	1.89	1.91										1.88
FY19	1.79	1.83	1.90	1.78	1.78	1.70	1.72	1.73	1.75	1.82	1.80	1.79	1.84







Financial Information

TCMC D	ays in Accou	nts Receivabl	The same of the sa								3000		C/M	Goal
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD Avg	Range
FY20	52.8	56.4	59.2						90.5				56.1	48-52
FY19	51.0	48.5	50.3	49.5	52.3	56.5	58.9	56.7	57.0	50.5	48.9	53.2	49.9	
TCMC D	ays in Accou	nts Payable (A/P)										C/M	Goal
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD Avg	Range
FY20	93.0	89.9	90.8					1000					91.2	75-100
FY19	84.9	86.5	90.2	91.4	92.5	87.8	93.1	92.2	83.6	84.1	91.4	87.6	87.2	
TCHD EF	ROE \$ in Thou	ısands (Exces	s Revenue ov	er Expenses)									C/M	C/M
-	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Арг	May	Jun	YTD	YTD Budget
FY20	(\$476)	(\$494)	(\$759)		3.82		- PANNE -					1	(\$1,728)	\$ (5,054
FY19	(\$478)	(\$121)	\$119	\$254	\$342	\$236	(\$527)	\$99	\$206	\$885	\$904	(\$6,138)	(\$479)	

TCHD E	ROE % of Tota	al Operating	Revenue										C/M	C/M
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD	YTD Budget
FY20	-1.65%	-1.66%	-2.71%		29.000								-2.00%	-6.14%
FY19	-1.64%	-0.39%	0.41%	0.86%	1.19%	0.79%	-1.76%	0.34%	0.67%	2.89%	2.88%	-21.60%	-0.54%	







Financial Information

TCHD E	BITDA \$ in Th	nousands (Ear	nings before	Interest, Taxe	s, Depreciatio	on and Amort	ization)						C/M	E. V.	C/M
	Jul	Aug	5ep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD	YT	D Budget
FY20	\$686	\$681	\$412										\$1,779	\$	(1,563)
FY19	\$796	\$1,168	\$1,417	\$1,561	\$1,618	\$1,544	\$826	\$1,468	\$1,548	\$2,219	\$2,221	(\$4,712)	\$3,381	7	5785

TCHD EI	BITDA % of To	otal Operatin	g Revenue									1.0	C/M	C/M
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD	YTD Budget
FY20	2.38%	2.30%	1.47%		***					Ser Chicardo			2.06%	-1.90%
FY19	2.73%	3.81%	4.90%	5.28%	5.65%	5.20%	2.76%	5.07%	5.00%	7.25%	7.07%	-16.58%	3.81%	

TCMC Paid FTE (Full-Time Equivalent) per Adjusted Occupied Bed											C/M	C/M		
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD	YTD Budget
FY20	7.04	6.80	6.21	Basis on a con-	44			-2006		194821	3000001		6.68	6.93
FY19	6.73	6.70	6.75	6.98	7.82	6.50	6.68	6.52	6.71	7.27	7.29	6.79	6.73	

TCHD Liquidity \$ in Millions (Cash + Available Revolving Line of Credit)

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
FY20	\$52.4	\$44.8	\$43.7		5.65,000 6		-812-9		- 227		17/ 113/3/4		
FY19	\$50.0	\$49.5	\$49.3	\$48.1	\$37.5	\$29.5	\$36.3	\$32.9	\$20.6	\$40.7	\$57.1	\$54.5	