TRI-CITY HEALTHCARE DISTRICT AGENDA FOR A REGULAR MEETING

May 29, 2025 – 3:30 o'clock p.m. Assembly Rooms 2 & 3 – Eugene L. Geil Pavilion 4002 Vista Way, Oceanside, CA 92056

Director Younger will attend via Teleconferencing pursuant to Government Code 54953(b) at Calle Norte 200, Camino a Playa Escondido Sayulita, Nayarit, CP 63732. Director Chavez will also be attending via Teleconferencing pursuant to

Remote Zoom option will be released shortly

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	Report from Chairperson on any action taken in Closed Session (Authority: Government Code, Section 54957.1)	2 min.	Board Counsel
3	Roll Call / Pledge of Allegiance	3 min.	Standard
4	Approval of Agenda	2 min	Standard
5	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
6	Special Recognitions – Nurses & Support Staff of the Year for 2025 > Nurse of the Year (Inpatient) – Tami George, RN > Nurse of the Year (Outpatient) – Bernadette Rosete, RN > Patient Care Support Staff of the Year - Neil Damayo, ACT	10 min.	Vice Chair
7	April 2025 Financial Statement Results	10 min.	CFO

Note: This certifies that a copy of this agenda was posted in the entrance to the Tri-City Medical Center at 4002 Vista Way, Oceanside, CA 92056 at least 72 hours in advance of the meeting. Any writings or documents provided to the Board members of Tri-City Healthcare District regarding any item on this Agenda is available for public inspection in the Administration Department located at the Tri-City Medical Center during normal business hours.

Note: If you have a disability, please notify us at 760-940-3348 at least 48 hours prior to the meeting so that we may provide reasonable accommodations.

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8	New B	usiness –		
	a)	Presentation of potential affiliation partners and consideration of further action	1 hour	Juniper Advisory
	b)	Comments from Sharp CEO, Chris Howard	10 min.	Services
	c)	Comments from UCSD CEO, Patty Maysent	10 min.	
	d)	Comments from Members of the Public	15 min.	
	e)	Consideration to approve the sale of Medical Office Suites at 2095 West Vista Way, Oceanside, CA 92056, subject to final approval by Tri-City Medical Center's lender	5 min.	coo
	f)	Consideration to approve an increase in contract maximum allowable by \$350,000 for previously approved locum tenens pathology coverage with Barton & Associates to fulfill a critical service need.	5 min.	CEO
9	Old Bu	siness – None		
10	Chief o	f Staff -	5 min.	COS
	a)	Consideration of May 2025 Credentialing Actions and Reappointments Involving the Medical Staff pending recommendation by the Medical Executive Committee on May 27, 2025		
	b)	Consideration of NP – Emergency Medicine Clinical Privilege Request Form		
	c)	Consideration of Medical Staff Bylaws Revisions		
11	Conser	nt Calendar	10 min.	Vice Chair
	(1) Bo	ard Committee		
	(a	Finance, Operations & Planning Committee Director Younger, Committee Chair		
	(1)	Approval of the renewal of the Professional Services Agreement with Aescalapius Medici, Inc. – Paul Lizotte, M.D., for a term of 24 months to provide professional services at Seaside Medical Group of Tri-City, beginning May 1, 2025 and ending April 30, 3027, for a total term cost not to exceed \$642,000 for the 24-month period.		
	(2)	Approval of the renewal of an agreement with Emad Tadros, M.D. for the co-medical directorship for Outpatient Behavioral Health Services, for a term of 24 months, beginning July 1, 2025 and ending June 30, 2027, for an hourly rate of \$165, an annual cost of \$102,960 and a total term cost of \$205,920.		
	(3)	Approval of the renewal of an agreement with Ole Snyder, M.D., Medical Director of the Opioid Stewardship Program for a term of 12 months, beginning May 1, 2025 and ending April 30, 2026, for an		

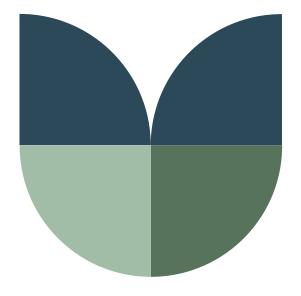
Agenda Item

Time Allotted

Requestor

	Agenda Item	Time Allotted	Requestor
	annual and total term cost not to exceed \$18,000.		
	(4) Approval of an agreement with Stryker Sales, LLC for the Mako 4.0 Robotic Arm Assisted Surgical System for a term of 60 months, beginning July 1, 2025 and ending June 30, 2026, for a total term cost of \$992,000.		
	(5) Approval of an agreement with the various carriers, as reflected on the accompanying Executive Summary through The Liberty Company Insurance Brokers, LLC, for a term of 12 months, beginning July 1, 2025 and ending June 30, 2026, for a total term cost of \$2,395,679.		
	(2) Policies & Procedures a) Patient Care Services 1. Allied Health Students in Patient Care Areas Policy 2. Code Status/Do Not Resuscitate (DNR)/Withholding or Withdrawing Life Sustaining Treatment 3. Patient Classification (Acuity) Procedure 4. Point of Care Testing Competency Assessment Procedure 5. Pronouncement of Death Procedure 6. Universal Blood Saturation Screening for Critical Congenital Heart Disease (CCHD)		
	b) Cardiac Cath Lab 1. AICD Check Procedure 2. Arterial Sheath Removal Procedure 3. Cardiac Cath Lab On Call Coverage Policy 4. Electrophysiology Study Procedure 5. Scrub Person Setup Procedure 6. Set Up for Sterile Table Procedure 7. Temporary Pacemaker Electrode Removal Procedure 8. Venous Sheath Removal Procedure		
	c) Interventional Radiology1. Interventional Radiology On-Call Coverage Policy		
	d) Radiology 1. On-Call Back Pending Orders #133		
	e) Surgical Services 1. On Call Scheduling Guidelines Policy		
	(3) Minutes a) Special Meeting – April 24, 2025 b) Regular Meeting – April 24, 2025		
	(4) Reports – (Discussion by exception only)		
	a) Building Lease Report – (April, 2025)b) Reimbursement Disclosure Report – (April, 2025)		
12	Discussion of Items Pulled from Consent Agenda	10 min.	Standard

	Agenda Item	Time Allotted	Requestor
13	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
14	Comments from Chief Executive Officer	5 min.	Standard
15	Board Communications	10 min.	Standard
16	Total Time Budgeted for Open Session	2.5 hours	
17	Adjournment		





PHASE TWO REVIEW

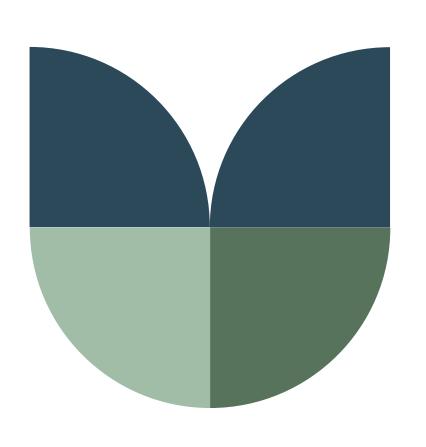


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Page PROCESS REVIEW activities to date PARTNERS profiles of finalist organizations 8 PROPOSALS review of responses NEXT STEPS Board direction on path forward

This presentation was prepared exclusively for the benefit and internal use of the Juniper Advisory client to whom it is directly addressed and delivered (including such client's subsidiaries, the "Company") in order to assist the Company in evaluating, on a preliminary basis, the feasibility of a possible transaction or transactions and does not carry any right of publication or disclosure, in whole or in part, to any other party. This presentation is for discussion purposes only and is incomplete without reference to, and should be viewed solely in conjunction with, the oral briefing provided by Juniper Advisory. Neither this presentation nor any of its contents may be disclosed or used for any other purpose without the prior written consent of Juniper Advisory. The information in this presentation is based upon any management forecasts supplied to us and reflects prevailing conditions and our views as of this date, all of which are accordingly subject to change. Juniper Advisory's opinions and estimates constitute Juniper Advisory's judgment and should be regarded as indicative, preliminary and for illustrative purposes only. In preparing this presentation, we have relied upon and assumed, without independent verification, the accuracy and completeness of all information available from public sources or which was provided to us by or on behalf of the Company or which was otherwise reviewed by us. In addition, our analyses are not and do not purpor to be appraisals of the assets, stock, or business of the Company or any other entity. Juniper Advisory makes no representation as to the actual value which may be received in connection with a transaction or transaction involving an actual or potential change of control, which may have significant valuation and other effects. This presentation does not take into account the effects of a possible transaction or transactions involving an actual or potential change of control, which may have significant valuation and other effects. This presentation does not constitu



1. PROCESS REVIEW

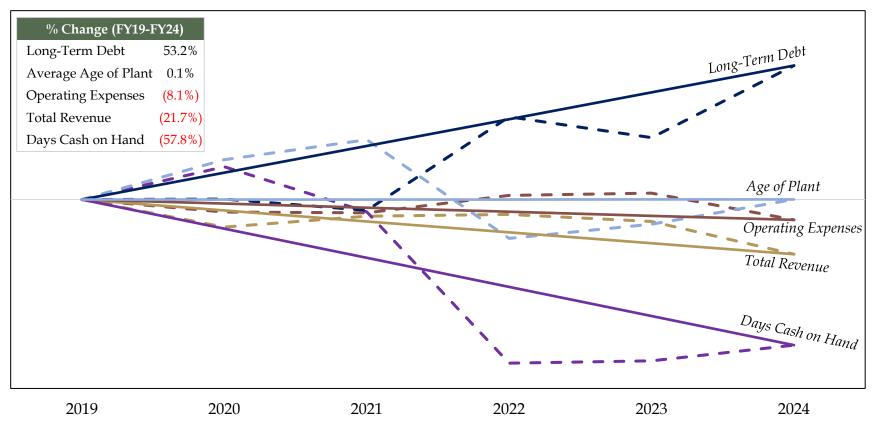
activities to date

PARTNERSHIP OBJECTIVES

Based on interviews with Ad Hoc Committee, physicians, and leadership, Juniper compiled the below list of key objectives:

- Strengthen TCMC's longstanding commitment to excellence in clinical quality, safety, and patient experience
- ➤ Enhance TCMC's brand, market differentiation, and community perception
- ➤ Bring innovative resources to expand the clinical breadth, quality, and integration of TCMC's services and programs to reduce outmigration
- Ensure the long-term financial sustainability of TCMC
- Enhance TCMC's ability to recruit and retain high quality physicians, nurses, and staff
- Strengthen TCMC's capacity to make investments in facilities, technology, programs, and people
- Promote an organizational culture that embraces accountability, excellence, and a patient first focus

FINANCIAL PERFORMANCE key trends from FY19 to FY24



- Expenses outpacing revenue growth resulting in operating losses from FY20 to FY24
- Liquidity pressure with cash reserves and days cash on hand declining sharply, limiting financial flexibility
- High leverage with negative MADS coverage and rising debt levels, signaling inadequate cash flow to meet obligations
- Increased capital expenditures in FY23 & FY24 aimed at addressing **aging infrastructure**, further straining resources
- Revenue has yet to return to pre-FY19 levels, signaling ongoing challenges in recovery
- Inability to fund clinical growth and seismic-related capital needs

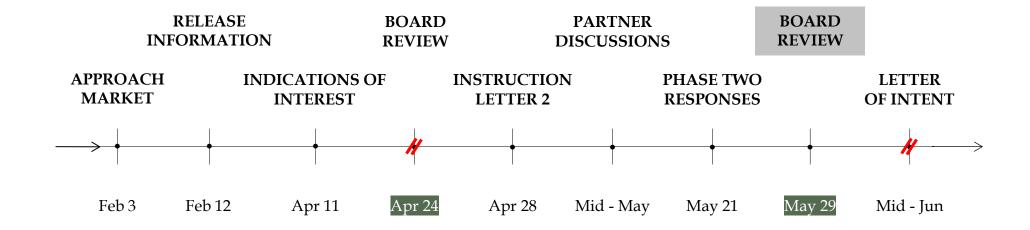
Source: Financial data provided by Tri-City

MARKET INPUT

		Partners	
	NONPROFIT	INVESTOR- OWNED	TOTAL
APPROACHED	20	5	25
ACTIVE PARTICIPANTS	3	-	3
Confidentiality AgreementInformation MaterialsData Room			
INDICATIONS OF INTEREST	3	-	3
PROPOSALS	2	-	2

PROCESS REVIEW 6

TIMELINE

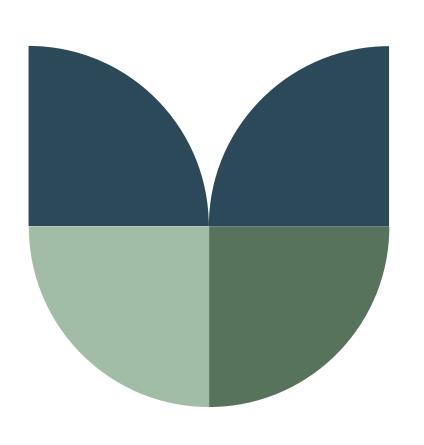


Key

= Board decision to stop or continueBoard Meetings = Last Thursday, 3:30 pm

Jan 30, Feb 27, Mar 27, Apr 24, May 29, Jun 26, Aug 28, Sept 25, Oct 30, Dec 11

PROCESS REVIEW 7



2. PARTNERS

profiles of finalist organizations

SHARP HEALTHCARE profile

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Headquarters: San Diego, CA

Established: 1955 Ownership: 501(c)3

Composition:

• 7 hospitals all in CA

• 2,210 licensed beds

 7 ambulatory surgery centers; 3 hospice; 17 imaging centers

 Health plan with over 166,000 members

Medical Staff:

 ~ 3,000 physicians in affiliated medical groups

■ > 19,000 employees

Financial Information

Rev: \$5.1b

Assets: \$8.7b

Op. EBITDA: \$203mm

Op. EBITDA Margin: 3.9%

Occupancy: 71.7%

Discharges: 87.8k

ALOS: 5.2

Patient Days: 514.2lk

Ratings: A3/AA/AA

Quality & Safety

- Engaged in ThinkFirst San Diego Program, which provides injury prevention education
- Institutional Review Board (IRB) review of procedures to ensure patient safety in research efforts

HIT: Epic

CMS Star Rating ¹



Leadership / News

CEO: Chris Howard

News: May '25: San Diego's first comprehensive neuroscience hospital opens

Feb '25: Sharp HealthCare taps Scott Evans as Chief Strategy Officer and Market CEO

Source: Definitive Healthcare, company websites, Medicare.gov, phase one response, publicly available audits and interim financials.

Market Characteristics



- Strong, San Diego-centric care and coverage
- Aims to offer quality care and services that set community standards, exceed patients' expectations, provided in convenient, cost-effective, and accessible manner
- In 1991, the system affiliated with Grossmont Hospital, a 542-bed acute care District facility; in 1992, Sharp opened Mary Birch Hospital for Women and Newborns; in 1998, Mesa Vista Hospital and the McDonald Center were integrated into the system

Notes:

1. Quality metrics are for Sharp's largest hospital, Sharp Memorial Hospital.

Sharp Memorial Hospital



UC SAN DIEGO HEALTH profile

Profile Headquarters: La Jolla, CA Established: 1966 Ownership: Government, State Composition: 5 hospitals all in CA 1,063 staffed beds 1 ASC, 2 specialty pharmacies, 7 urgent cares, 2 rural health clinics, 1 dialysis facility, 12 imaging contors Rev: \$3.7b Assets: \$3.8b Op. EBITDA: \$332mm Op. EBITDA Margin: 8.6% Discharges: 46.7k ALOS: 6.3 Total Acute Days: 295.3k Ratings: Aa2/AA/AA	Com Dizo iiziizii	profite
Established: 1966 Ownership: Government, State Composition: 5 hospitals all in CA 1,063 staffed beds 1 ASC, 2 specialty pharmacies, 7 urgent cares, 2 rural health clinics, 1 dialysis facility, 12 imaging Assets: \$3.8b Op. EBITDA: \$332mm Op. EBITDA Margin: 8.6% ALOS: 6.3 Total Acute Days: 295.3k Ratings: Aa2/AA/AA	Profile	Financial Information
dialysis facility, 12 imaging Ratings: Aa2/AA/AA	Headquarters: La Jolla, CA Established: 1966 Ownership: Government, State Composition: 5 hospitals all in CA 1,063 staffed beds 1 ASC, 2 specialty pharmacies, 7 urgent cares,	Rev: \$3.7b Assets: \$3.8b Op. EBITDA: \$332mm Op. EBITDA Margin: 8.6% Discharges: 46.7k ALOS: 6.3
r o o kannos aazzaazaa	•	Total Acute Days: 295.3k
dialysis facility, 12 imaging Ratings: Aa2/AA/AA	pharmacies, 7 urgent cares,	
l (Elliela	dialysis facility, 12 imaging centers	Ratings: Aa2/AA/AA



Market Characteristics

■ > 1,000 specialists, with 650

primary care physicians

■ > 40,000 employees

Medical Staff:

- \$3 billion UCSD Hillcrest redevelopment project; includes expansion of Moores Cancer Center set to open in summer 2025
- Recent expansion of health care services through acquisition of Alvarado Hospital (nka East Campus Medical Center) from Prime Healthcare in Dec '23
- Demonstrating support for local public healthcare, loaned
 \$20mm to Palomar Health in March '25

Notes:

1. Quality metrics are for UCSD's largest hospital, Hillcrest Medical Center.

Quality & Safety

- Ranked as Best Hospital in San Diego in USNWR in 2023 – 2024
- Ranked in USNWR's Best Hospitals National Honor Roll in 2023 – 2024
- Ranked among nation's best in 10 specialties in 2023 – 2024 according to USNWR

HIT: Epic

CMS Star Rating ¹

★★★★★

HCAHPS Score¹

Leadership/News

CEO: Patty Maysent

News:

Mar '25: First in State: Prestigious Certification in Spine Surgery

Sept '24: UCSD Health Maintains Top Quality Care Status by Vizient

Source: Definitive Healthcare, company websites, Medicare.gov, phase one response, publicly available audits and interim financials.

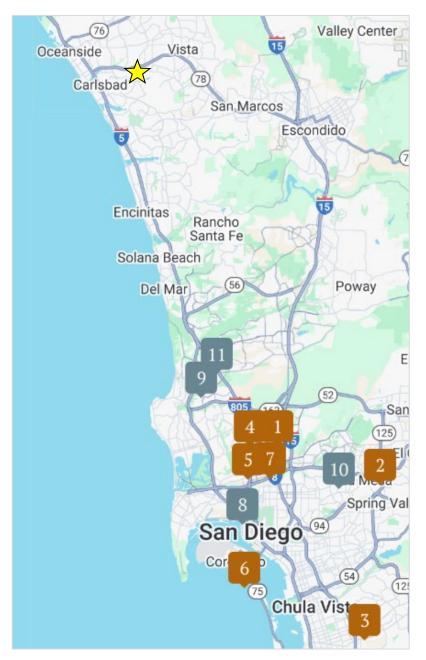
UCSD Health Hillcrest Medical Center



PARTNERS

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PARTNER HOSPITAL FOOTPRINT



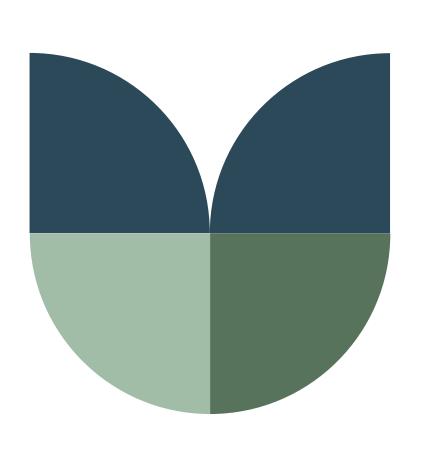
	Hospital	City	Staffed Beds
\Rightarrow	Tri-City Medical Center	Oceanside	263
1	Sharp Memorial	San Diego	459
2	Sharp Grossmont	La Mesa	448
3	Sharp Chula Vista	Chula Vista	349
4	Sharp Mary Birch	San Diego	206
5	Sharp Mesa Vista ¹	San Diego	159
6	Sharp Coronado	Coronado	59
7	Sharp McDonald Center ¹	San Diego	16
8	UCSD Medical Center	San Diego	381
9	UCSD Health – Jacobs	La Jolla	245
10	East Campus MC	San Diego	222
11	UCSD Health - Sulpizio CV	La Jolla	54
-	UCSD Health - El Centro ²	El Centro	161

Source: Definitive Healthcare

Notes(s):

- 1. Sharp Mesa Vista and Sharp McDonald Center bed counts are licensed.
- UCSD's El Centro Regional MC located in El Centro, CA with 161 staffed beds is not pictured. It is subject to a Joint Powers Agreement for management of ECRMC

PARTNERS 11



3. PROPOSALS

review of responses



EXECUTIVE SUMMARY of PROPOSALS

Sharp Proposal

- Long-term lease encompassing all of TCMC's assets and operations
- Assumption of all of TCMC's liabilities
- \$100mm capital commitment over 5 years
- Seismic compliance for minimum of 175 beds
- Epic EHR and Workday implementation
- Subject to due diligence and public approval

UCSD Proposal

- Phase 1:
 - Comprehensive cancer center on TCMC's campus
 - Jointly operated by TCMC and UCSD through a new Authority, 51% governed by TCMC, managed by UCSD
 - UCSD & TCMC jointly fund the development and start-up costs of the cancer center
 - Letter from 5/23 clarifies a capital commitment of \$80-100mm for cancer center, EPIC installation and clinical service projects
 - Subject to due diligence
- Phase 2:
 - Potential for TCMC to transfer all assets and liabilities to Authority if certain conditions are met
 - Authority still majority governed by TCMC, managed by UCSD, with the potential for TCMC to negotiate a process to fully step away from governance and operational responsibilities of TCMC and transfer hospital license
 - Letter from 5/23 clarifies a commitment to maintain a minimum of 100 beds once the seismic retrofit of the central building is completed by TCMC



SUMMARY of PROPOSALS Sharp HealthCare

Structure	 32121(p)(2) lease and transfer of assets (similar to Sharp Grossmont Hospital)
Objectives	 North County hospital and network presence
Timing and Conditions	Timing driven by election calendarSubject to due diligence and public approval
Ownership & Control of TCMC	 TCHD retains ownership of real property Sharp leases hospital and responsible for all operations
Governance & District Role	 District remains in place as a community healthcare district TCHD Board and community representation on NewCo Board
Capital Investment	 Minimum \$50mm maintenance & routine, over 5 years Minimum \$50mm strategic, over 5 years Seismic compliance for 175 beds Epic EHR and Workday implementation
Funding Mechanism	Sharp HealthCare
Assumption of Liabilities	 Full assumption of TCMC's obligations and liabilities existing as of the Closing Date
Charity Care	 Adopt Sharp's financial assistance/charity care policy
Clinical Services Vision	 Acute care and clinical service line "hub" of Sharp's North County network Commercially reasonable efforts to reestablish obstetrics, delivery, and newborn care Maintenance of separately licensed general acute care hospital Maintenance of basic emergency department

PROPOSALS 14



SUMMARY of	PROPOSALS UC San Diego Health System, Phase 1 – Cancer Center, EPIC, Specialty Services
Structure	 Joint powers authority agreement ("JPA Agreement") and entity ("Authority"), 51% TCMC/49% UCSD governance
Objectives	Expand access to cancer care, improve patient outcomes, significantly grow TCMC's offerings and presence in the region to increase inpatient volume, helping to support TCMC's hospital operations before Phase 2 goes into effect
Timing and Conditions	 After signing the definitive agreement, the parties will begin the design and permitting process, aiming to complete this phase within six months Construction to begin shortly after the definitive agreement is signed; initial services in the cancer center are expected to launch within 18 months; a second linear accelerator will be added once the first reaches full capacity Subject to due diligence
Ownership & Control of TCMC	 TCHD retains ownership and control of TCMC UCSD will manage the Authority's operations under a management services agreement
Governance & District Role	 TCMC will hold no less than a 51% governance interest in the Authority, and UCSD will hold not more than 49% Authority will be governed by six-member board, with each party appointing three members Certain decisions will require approval by supermajority (budget, capital contributions, sale, dissolution, etc.) Rights of TCMC and UCSD to receive distributions will be structured as part of the parties' fine tuning of available finance structures and will be designed to meet capital and cash flow needs of TCMC and UCSD
Capital Investment	 UCSD to fund a <i>tbd</i> portion of the cancer center; total estimated cost of cancer center is \$82mm (\$62mm to design and build, \$20mm for equipment and furnishings); working capital requirements <i>tbd</i> UCSD will support the implementation of EPIC EHR system for the cancer center; UCSD will also support the implementation of EPIC more broadly at TCMC
Funding Mechanism	 UCSD to be responsible for funding a <i>tbd</i> portion of the capital investment TCMC to finance its portion of the cancer center either by selling the MOB to UCSD or a third-party developer for estimated \$24mm in proceeds to TCMC or by contributing the MOB to the Authority and receiving a \$24mm credit for its contribution, with UCSD providing a matching capital contribution TCMC and UCSD will fund <i>tbd</i> start-up costs for the Authority Letter from 5/23 clarifies a capital commitment of \$80-100mm for cancer center, EPIC installation and clinical service projects
Assumption of Liabilities	 None of TCMC's existing liabilities will be assumed by the Authority or UCSD in Phase 1
Charity Care	■ No change at TCMC
Clinical Services Vision	 Full range of cancer care services, including infusion, medical oncology, radiation oncology, surgical oncology, clinical trials, supportive care, and pharmacy services in newly-renovated MOB at south entrance of TCMC Before cancer center opens and JPA Agreement is finalized, UCSD to provide additional physician services under a separate professional services agreement UCSD to support TCMC's expansion efforts in additional clinical service lines at TCMC, such as neurosurgery, CT
PROPOSALS	surgery and cardiology, gastroenterology, ob/gyn, and orthopedic surgery, through collaboration with community physicians and recruitment of new providers to UCSD and partners within UCSD's clinically integrated network 15

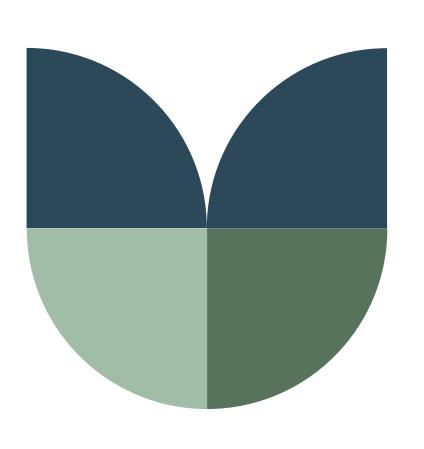
Note: The full proposals are attached to the meeting agenda.



SUMMARY of PROPOSALS UC San Diego Health System, Phase 2 – Expansion to full operations of TCMC within the JPA

Structure	 More comprehensive joint powers authority, majority governed by TCMC Process for TCMC to fully step away from Authority is <i>tbd</i>
Objectives	 Deliver integrated, high-quality care close to home for people in the region
Timing and Conditions	 Timing tbd When the agreed upon conditions are met during or after Phase 1, the parties will expand the Authority's scope to include full operation of TCMC. The future scale and scope of services offered under the TCMC license in partnership with UCSD will depend on several evolving factors, including regional market demand, demographic trends, TCMC's financial condition, and broader industry trends, such as the shift to outpatient care and changes in regulations or reimbursement TCMC and UCSD will use best reasonable efforts to place the GO bond initiative on the ballot as soon as feasible, so that clinical operations planning can proceed based on the condition and capacity of TCMC's facilities beyond 2030 Letter from 5/23 clarifies that UCSD could compress the two phases into one, such that all of TCMC assets, liabilities and operations come into the Authority at formation
Ownership & Control of TCMC	 Authority to own TCMC's assets and operations, with TCMC governing a majority of the Authority UCSD will manage the Authority's operations under a management services agreement
Governance & District Role	 Board expanded from six to seven members, with TCMC appointing four of the seven Board will receive additional powers, with certain actions requiring unanimous or supermajority approval If the TCMC Board wishes to set a specific date to fully step away from governance and operational responsibilities for TCMC, and to make appropriate transfers of TCMC's hospital and other regulatory licenses, that process will be negotiated between the parties and included in the final agreements for Phase 2
Capital Investment	 While UCSD cannot guarantee a fixed bed count beyond those beds that are already located in seismically compliant facilities, it does commit that the Authority will maintain strong acute care service lines on the TCMC campus Letter from 5/23 clarifies a commitment to maintain a minimum of 100 inpatient beds, irrespective of a GO bond
Funding Mechanism	 The size of Phase 2 inpatient operations will depend in part on the successful passage of GO bonds to fund campus improvement; however, the passage of the bond initiative is not a condition for entering into Phase 2 TCMC's funding requirements tbd given Authority is majority governed by TCMC
Assumption of Liabilities	 Substantially all assumed by the Authority, with TCMC governing a majority of the Authority
Charity Care	■ <i>tbd</i>
Clinical Services Vision	 UCSD will continue to explore ways to partner and expand services – both inpatient and outpatient – to ensure that advanced, high-quality care remains accessible

PROPOSALS



4. NEXT STEPS

Board direction on path forward



OPTIONS

1. End Partnership Exploration

- Outcome: Hospital remains independent
- Considerations
 - Limited ability for hospital to sustain operations or fund capital needs without a partner
 - Potential for significant service reductions

2. Continue Process as Originally Designed

- Outcome: Select finalist and authorize negotiation and execution of Letter of Intent consistent with finalist's proposal with intent to complete by mid-June 2025
- Considerations
 - Due Diligence:
 - Assess partner financial standing and commitment to the transaction
 - Facilitate confirmatory diligence
 - Definitive Agreement: Formalize terms of the partnership
 - Importance of Timing:
 - Communication and stakeholder engagement
 - Limitation of business risk
 - Evolving market dynamics

PARTNERSHIP OBJECTIVES

Based on interviews with Ad Hoc Committee, physicians, and leadership, Juniper compiled the below list of key objectives:

- Strengthen TCMC's longstanding commitment to excellence in clinical quality, safety, and patient experience
- ➤ Enhance TCMC's brand, market differentiation, and community perception
- ➤ Bring innovative resources to expand the clinical breadth, quality, and integration of TCMC's services and programs to reduce outmigration
- Ensure the long-term financial sustainability of TCMC
- ➤ Enhance TCMC's ability to recruit and retain high quality physicians, nurses, and staff
- > Strengthen TCMC's capacity to make investments in facilities, technology, programs, and people
- Promote an organizational culture that embraces accountability, excellence, and a patient first focus

PROJECT SEABREEZE: SUMMARY OF SELECT PROPOSED TERMS

The following is a summary of select proposed key terms of a transaction (Proposed Transaction) between Tri-City Healthcare District (TCHD) and Sharp HealthCare (Sharp) (each, a Party and collectively, the Parties). The terms, covenants and conditions of a Proposed Transaction are subject to the agreements of the Parties as may be reflected in the definitive agreements for the Proposed Transaction to be negotiated and agreed upon by the Parties (Definitive Agreements or DAs). This Summary of Select Proposed Terms is not a binding or enforceable contract between the Parties, and each Party reserves the right of approval or disapproval, for any reason, of the Proposed Transaction or any portion thereof.

Select Proposed Terms		
Objective	Parties wish to enter into a Proposed Transaction in which TCHD would transfer its hospital facility, known as Tri-City Medical Center (TCMC), together with all of its other real property or interests therein with all buildings, appurtenances, improvements and fixtures related thereto (Real Property), and substantially all of its other healthcare, hospital, medical and businesses and assets, whether tangible or intangible, liquid or illiquid, owned or operated by TCHD as of the closing date (Closing Date) of the Proposed Transaction (Other Assets) to a new California nonprofit public benefit corporation formed by Sharp and qualified as a tax exempt organization under Internal Revenue Code Section 501(c)(3) (NewCo). Sharp will be the sole corporate member of NewCo.	
Transaction Structure	 The transaction will take the form of a long-term lease of the Real Property (Lease) (i.e., 30 years) and the transfer of substantially all Other Assets of TCHD to Newco consistent with the requirements of Section 32121(p)(2) of the California Health and Safety Code. TCHD's assets to be excluded from the Proposed Transaction and retained by TCHD as of the Closing Date will be only the following: Title to the Real Property, including, without limitation, TCMC and the underlying real estate that constitutes TCMC's campus; An amount mutually agreed upon by the Parties to support the operations, programs and initiatives of TCHD from and after the Closing Date; Minutes and other documents and records related to the meetings and actions of TCHD's Board of Directors; and Such other assets and items as may be mutually agreed upon by Sharp and TCHD in the DAs. 	
Ownership and Control	From and after the Closing Date, NewCo will be the lessee under the Lease and have all right, title, interest and ownership of the Other Assets transferred to NewCo. Newco and Sharp, as Newco's corporate parent, will govern and control the health care, hospital, medical and other business operations and activities of TCMC and the Other Assets.	
Governance	From and after the Closing Date, the operations and activities of TCMC and the Other Assets will be governed by NewCo's Board of Directors (NewCo Board). The NewCo Board will have 15 members. that will include the following representation: • Four (4) <i>ex-officio</i> voting members will be Sharp's President/CEO,	

NAI-5000569420v6 1.

- Newco's CEO, one member of TCMC's Medical Staff designated by TCMC's MEC, and the Immediate Past-Chief of TCMC's Medical Staff
- Five (5) voting members will be designated by TCHD (District Approved Directors) and will either be elected members of the TCHD's Board of Directors (TCHD Board) or registered voters in the District; however, the number of TCHD Board members designated to serve on the NewCo Board will not be more than three to prevent the NewCo Board from being subject to the Brown Act. Further, District Approved Directors that are not elected members of the TCHD Board also will be subject to Sharp's Board of Directors (Sharp Board) approval. TCHD's representation on the NewCo Board of Directors is intended to ensure that TCHD maintains an active voice in the local governance of TCMC for the duration of the Lease.
- Six (6) voting members will be elected by the Sharp Board.

Sharp also will retain certain reserved rights and powers with respect to the NewCo Board so that Sharp can financially consolidate the operations of TCMC. Additionally, the NewCo Board will designate one of its members to serve on Sharp Board in accordance with Sharp's Amended and Restated Bylaws (as amended for this purpose as of the Closing Date). All initial members of the NewCo Board as of the Closing Date will be approved by the TCHD Board.

Capital Investment

Sharp intends to invest in TCMC's maintenance and strategic needs. The DAs will include a formal commitment by Sharp for the following capital investments:

- Over a five (5) year period after the Closing Date, Sharp will expend at least \$50 million for TCMC's maintenance and routine capital;
- Over a five (5) year period after the Closing Date, Sharp will expend at least \$50 million for strategic investments, including, without limitation, for support of the development and growth of North County related ambulatory facilities and services, physician recruitment and alignment, other initiatives that benefit and support TCMC's growth and service line expansion as well as the implementation of a North County strategic development plan;
- Sharp will develop the timeline and milestones for the replacement of TCMC's business and clinical information systems after the Closing Date; and
- Sharp will commit sufficient capital to achieve seismic compliance for the maintenance of a minimum of 175 hospital beds at TCMC through:
 - Retrofitting TCMC's existing hospital facilities regardless of whether the Parties are able to realize a successful general obligation (GO) bond measure; or
 - Replacement of all or a portion of TCMC's hospital facilities, which shall be conditioned upon receipt of funds from a successful GO bond measure.

GO Bond

The Parties will collaborate and use commercially reasonable efforts to

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place on the ballot, campaign for, and support a GO bond measure within TCHD's healthcare district to raise capital for TCMC's seismic compliance and its other capital needs within three (3) years of the Closing Date. Sharp and/or NewCo will, as of the Closing Date, accept and assume (or Assumption of Contracts, Obligations and Liabilities pay or retire on behalf of TCHD) all of TCHD's obligations and liabilities existing as of the Closing Date, including: The then outstanding balance of the HUD insured loan with Lument (HUD Insured Loan); The then outstanding balance of the loan under the California Distressed Hospital Loan Program (DHLP) (to the extent all or a portion is or will not be forgiven) (DHLP Loan); The then outstanding balance, if any, of the line of credit established by TCHD pursuant to the Credit and Security Agreement, as amended, with Mid Cap, LLC (Line of Credit); and Any and all of TCHD's outstanding accounts payable. In addition to the acceptance and assumption of the foregoing liabilities, and unless otherwise agreed upon by the Parties, effective as of the Closing Date, TCHD will assign, and NewCo will accept and assume, TCHD's and TCMC's then existing contracts and agreements related to the Real Property and Other Assets being transferred to NewCo as a part of the Proposed Transaction, including payer agreements, capital equipment leases, physician contracts, and other contracts and agreements. Acceptance and assumption (or payment and retirement) of the obligations, liabilities and contracts described herein, including, without limitation, the HUD Insured Loan, DHLP Loan and Line of Credit, are subject to Sharp's due diligence. NewCo will offer employment to all of TCHD's employees in good **Employees** standing as of the Closing Date, subject to Sharp's standard employment on-boarding processes, including background and exclusion list checks, compliance with Sharp's employment policies and procedures, etc. Offers of employment will exclude those of TCHD's employees who are then employed to support the operations, programs, and initiatives of TCHD from and after the Closing Date. As of the Closing Date, NewCo will provide those of TCHD's employees not covered by a collective bargaining agreement with compensation and benefits reasonably consistent with the compensation and benefits then provided to other Sharp employees who are not covered by a collective bargaining agreement and serve in the same or substantially similar roles for Sharp's other hospitals, subject at all times to Sharp's employment policies and practices for the determination of compensation and benefits. As of the Closing Date, NewCo will recognize TCHD's then-existing labor unions representing the bargaining units of those employees who will be offered employment with NewCo and will bargain in good faith

NAI-5000569420v6 3.

	with the labor unions concerning the terms and conditions of employment under the applicable collective bargaining agreements covering such employees. The obligations hereunder will be expressly subject to Sharp's review of TCHD's existing collective bargaining agreements.
Medical Staff	NewCo will maintain TCMC's independent medical staff (TCMC Medical Staff), whose membership will, subject to Sharp's policies and procedures, initially be comprised of all physicians and advanced practice providers who have privileges at TCMC as of the Closing Date. The TCMC Medical Staff's officers, committee chairs and other medical
	staff leaders as of the Closing Date will continue to serve in such capacities for the remainder of their tenure, subject to removal and replacement in accordance with the TCMC Medical Staff Bylaws.
	The TCMC Medical Staff Bylaws as of the Closing Date will be adopted and approved by the NewCo Board as the TCMC Medical Staff Bylaws from and after the Effective Date, subject to Sharp's due diligence and such changes as may be necessary to align such TCMC Medical Staff Bylaws with those of the Medical Staffs of Sharp's other hospitals. In this regard, the Lease will require NewCo to conform to, and abide by, California Health & Safety Code Section 32128.
Clinical Services	From and after the Closing Date, NewCo will operate and maintain TCMC (including the Real Property) and Other Assets transferred to NewCo for the benefit of the communities and residents of TCHD's healthcare district. Without limiting the generality of the foregoing, during the term of the Lease, Sharp shall commit to the following: • Maintain and operate TCMC as a separately licensed general acute care hospital with a minimum of 175 licensed acute care beds; • Maintain and operate basic emergency department services; • Use commercially reasonable efforts to reestablish and maintain obstetrics, delivery and newborn care services at TCMC; and • Maintain and operate such other inpatient and outpatient service lines and programs as mutually agreed upon by the Parties and set forth in the DAs.
Community Benefit Commitments	NewCo will remain committed to TCHD's responsibility to deliver high-quality health care services to all residents of TCHD's healthcare district regardless of insurance status, income or demographics. Without limiting the generality of the foregoing, NewCo will, from and after the Closing Date: • Remain certified to participate in the Medicare program and provide services to Medicare beneficiaries in a non-discriminatory manner; • Remain certified to participate in the Medi-Cal program and provide services to Medi-Cal beneficiaries in a non-discriminatory manner; and • Adopt Sharp's financial assistance/charity care policy for use and

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District Board Role	 application at TCMC, which will provide access to free or discounted care at a level reasonably consistent with TCMC's current charity care policy. The TCHD Board will, from and after the Closing Date, retain responsibility for the general operations of TCHD that are unrelated to the governance, management, administration or operation of TCMC and the Other Assets transferred to NewCo, including: Facilitating community health partnerships; Coordinating with the County Registrar in connection with the conduct of TCHD's elections; Receiving property tax revenue allocated to TCHD, subject to the uses thereof as agreed upon by the Parties; Promoting community wellness and conducting health improvement initiatives; Facilitating GO bond measures as may be mutually agreed upon by TCHD and Sharp to support the renovation and/or replacement of TCMC facilities, including providing reasonable community oversight on the expenditure of GO bond funds as agreed upon by the Parties; and Such other activities as are consistent with the role and function of TCHD (and not otherwise limited or prohibited by the DAs).
Property Tax Revenues	TCHD will, after the Closing Date, continue to receive property tax revenues allocated to TCHD under applicable law. TCHD will initially retain such portion of such property tax revenues as mutually agreed upon by the Parties, not to exceed a mutually agreed upon percentage of the property tax revenue exclusive of any GO bond assessments, to support the operations, programs and initiatives of TCHD after the Closing Date, with the remainder to be allocated to support TCMC's operations, to acquire needed equipment for TCMC facilities, to operate, maintain, and make needed capital improvements to TCMC and other Real Property, to provide supplemental health care services or facilities for the communities served by TCHD, to conduct other activities that would further a valid public purpose if undertaken directly by TCHC, or for the IGT program. Upon NewCo achieving such financial performance and/or such other goals or milestones as mutually agreed upon by the Parties and set forth in the DAs (e.g., the successful passage of a GO bond measure, etc.), TCHD will, from and after such date, be entitled to retain a larger portion of the property tax revenue received by TCHD, as determined by mutual agreement of the Parties and set forth in the DAs.
Foundation Role and Function	The Tri-City Medical Center Foundation (Foundation) will remain a separate, supporting entity of TCMC, and all assets and funds of the Foundation from and after the Closing Date will be utilized by the Foundation to support TCMC's operations and other healthcare, medical and community benefit activities, consistent with the purposes of the Foundation, as reasonably determined by the Foundation Board of Directors from time to time. The Parties will review and consider for the

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Due Diligence	benefit of the Foundation the use of the foundation management, fundraising, support and other services available from the Sharp HealthCare Foundation that support the activities of the fundraising foundations associated with Sharp and its affiliated entities. TCHD will use its commercially reasonable efforts to provide all
Due Dingeriee	requested information, and access to its management, in a timely manner sufficient for Sharp to conduct its full business, financial, operational and legal due diligence investigation for a Proposed Transaction. All key terms outlined in this Summary of Select Proposed Terms will be subject to Sharp's due diligence review and investigation.
Closing Contingencies	Each Party expects that the Proposed Transaction and DAs will be subject to the approval of its Board of Directors, which in the case of TCHD will include the requirement for at least five properly noticed open and public meetings related to the Proposed Transaction. Further, in addition to approval by the Sharp Board and TCHD Board, a measure will be placed on the ballot of a general or special election and submitted to the voters of the TCHD's healthcare district proposing the Proposed Transaction. If a majority of the voters voting on the measure vote in its favor, the Proposed Transaction will be approved. The Parties will collaborate and use their best efforts to campaign for and support voter approval of the measure for the Proposed Transaction within TCHD's healthcare district. Closing will not be contingent upon a successful GO bond measure.
Timing	The Parties will use commercially reasonable efforts to reach DAs and to receive their respective Board approvals of the Proposed Transaction in time for approval of the Lease to be a proposition on the March 2026 election.
Exclusivity	From the date the TCHD Board approves this Summary and continuing thereafter for 120 days or such other date as mutually agreed upon by the Parties (Negotiation Period), the Parties will engage in their respective due diligence processes and in exclusive negotiations in good faith to reach mutually agreeable DAs. Either Party may terminate the Negotiation Period on or after a date to be mutually agreed upon by the Parties upon fifteen (15) days prior written notice to the other Party.

NAI-5000569420v6 6.

UC San Diego Health

9300 Campus Point Drive La Jolla, CA 92037-7970 T: 858.249.5534

health.ucsd.edu

Patty Maysent

Chief Executive Officer

May 21, 2025

Casey Webb

Managing Director

and

Chris Benson Executive Director Juniper Advisory

110 North Wacker Drive, Suite 2500

Chicago, IL 60606

Dear Ms. Webb and Mr. Benson,

I would like to express my sincere gratitude for Tri-City Medical Center's (TCMC) interest in pursuing a relationship with UC San Diego Health as part of Project Seabreeze. We are excited about the opportunity to engage in this next phase and appreciate your guidance in the process. We remain committed to supporting Tri City Medical Center in developing a long-term sustainable solution to improve healthcare access and services in North San Diego County.

We are pleased to submit our responses to the areas of interest outlined in the Instruction Letter Two, which will further refine our indication of interest. We look forward to discussing these proposals further and working closely with TCMC throughout the process.

Thank you for TCMC's continued consideration, and please do not hesitate to reach out with any questions or requests for additional information.

Sincerely,

Patricia Maysent Chief Executive Officer UC San Diego Health

UCSDH's Response to TCMC's Instruction Letter Two¹

1. Overview

UC San Diego Health ("<u>UCSDH</u>") proposes to enter into a joint powers authority agreement (the "<u>JPA Agreement</u>") with Tri-City Medical Center ("<u>TCMC</u>"). Together, our two governmental agencies would form a joint powers authority entity (the "<u>Authority</u>") to support patient care in the Tri-City Healthcare District. The first goal of the Authority would be to establish a comprehensive, multi-disciplinary cancer center (the "<u>Cancer Center</u>"), finalize a full EPIC integration for TCMC and begin providing clinical support to enhance key services for Northwest San Diego County. When mutually agreed conditions are met the Authority would then assume substantially all of TCMC's assets and liabilities. At that point, all of TCMC's operations would have been transferred to the Authority and UCSDH would take responsibility for managing all of Authority's operations. The initial phase establishing the Cancer Center is referred to herein as "<u>Phase 1</u>" and the subsequent phase transferring substantially all of TCMC's assets and liabilities is referred to herein as "Phase 2."

During Phase 1, the Authority will combine UCSDH's clinical excellence and its National Cancer Institute (NCI) designation with TCMC's established community presence and facilities. This collaboration, housed in the newly-renovated Medical Office Building at the south entrance of the TCMC campus and strengthened by UCSDH's clinical and financial support, will allow local residents to receive world-class cancer treatment in a setting that is more convenient, accessible, and reliable. Phase 1 will also serve as a foundation for Phase 2. In Phase 2, the Authority will develop a more comprehensive joint powers authority to deliver integrated, high-quality care close to home for people in the region.

2. Structure

The Authority will be formed jointly by TCMC and UCSDH. TCMC will hold no less than a 51% governance interest in the Authority, and UCSDH will hold not more than a 49% governance interest, reflecting their respective rights to participate in governance. The rights of TCMC and UCSDH to receive distributions will be structured as part of the parties' fine tuning of the available finance structures and will be designed to meet the capital and cash flow needs of TCMC and UCSDH.

During Phase 1, the Authority will operate the Cancer Center. The Cancer Center will be based in the existing Medical Office Building (MOB) on the TCMC campus and licensed as a hospital outpatient center under TCMC's hospital license. Both TCMC and UCSDH will support the project with capital investments and other support, as described in more detail in this response. The Cancer Center will offer a full range of cancer care services, including infusion, medical oncology, radiation oncology, surgical oncology, clinical trials, supportive care, and pharmacy services. The goal is to expand access to care and improve patient outcomes, and to significantly grow TCMC's offerings and presence in the region to increase inpatient volume, helping to support TCMC's hospital operations even before Phase 2 goes into effect. Before the Cancer Center opens, UCSDH will help strengthen oncology services at TCMC by providing additional physician services in addition to the existing TCMC medical oncology group at TCMC and its

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¹ UCSDH acknowledges the previously executed confidentiality agreement and understands that the parties will continue to comply with the terms of such agreement and all non-public information exchanged in connection with this response will be kept strictly confidential unless otherwise agreed or required by law. This response is intended solely as a framework for discussion and negotiation and does not create any binding obligations on the part of either party, except with respect to the confidentiality and exclusivity provisions. A binding commitment will arise only upon execution of mutually agreeable definitive agreements.

partner sites under a separate professional services agreement, prior to the finalization of the JPA agreement.

3. Governance

At the outset, the Authority will be governed by a six-member governing board (the "<u>Board</u>"). Each party will appoint three members to the Board, ensuring equal representation from TCMC and UCSDH. The Board will have full responsibility for overseeing the Authority's operations, finances, and strategic direction. Certain major decisions will require approval by a supermajority of the Board. These decisions will be detailed in the JPA Agreement and will include:

- Approval of the annual operating and capital budgets
- Capital contributions
- •Sale or encumbrance of Authority assets
- •Amendments to the JPA Agreement
- •Reinvestment of operational proceeds
- Mergers or reorganizations
- •Dissolution or liquidation of the Authority
- Other material actions

When the mutually agreed upon conditions are met to expand the Authority's role to include full operation of TCMC under Phase 2, the Board will be expanded from six to seven members, with TCMC appointing four of the seven members, to reflect a membership and voting structure model more typical of a community health system's governing board. With this expansion, the Board will also receive additional powers. Certain actions will then require unanimous or supermajority approval of the members of the Board. If the TCMC Board wishes to set a specific date to fully step away from governance and operational responsibilities for TCMC – and to make appropriate transfers of TCMC's hospital and other regulatory licenses—that process will be negotiated between the parties and included in the final agreements for Phase 2.

Throughout all phases, UCSDH will manage the Authority's operations under a management services agreement.

4. Phase 1 – Cancer Center EPIC, Specialty Services

a. Development

The total estimated cost to design and build out the Cancer Center in the existing MOB is approximately \$62 million. In addition, the total equipment and furnishing costs are expected to be approximately \$20 million. UCSDH proposes three variations for the financing and development of the Cancer Center, with each option to be fine tuned to meet the capital and cash flow needs of TCMC and UCSDH:

Option 1: Sale MOB to UCSDH:

- TCMC sells the MOB to UCSDH (structure may include land or just improvements with a ground lease);
- Estimated \$24M in proceeds to TCMC, to support its operations (based on 3rd party FMV);
- The Authority, or TCMC/UCSDH with subleases to the Authority, leases the MOB. Lease arrangement may require partial credit support from TCMC/UCSDH;?

- UCSDH will assist in leasing capital equipment via its existing purchasing platforms;
- TCMC and UCSDH will fund start-up costs for the Authority (a small fraction of total project cost); and

Option 2: Sale to Third-Party Developer:

- TCMC sells the MOB directly to a third-party developer (jointly selected by TCMC and UCSDH), who will redevelop the MOB;
- Structure of the sale (land vs. improvements) to be optimized for capital and cash flow needs;
- Estimated \$24M in proceeds to TCMC, to support its operations;
- The Authority, or TCMC/UCSDH with subleases to the Authority, leases the MOB from the third-party developer. Lease arrangement may require partial credit support from TCMC/UCSDH;
- UCSDH will assist in leasing capital equipment via its existing purchasing platforms;
- TCMC and UCSDH will fund start-up costs for the Authority (a small fraction of total project cost); and

Option 3: Contribution to the Authority:

- TCMC contributes the MOB to the Authority (with or without land; structure to be optimized as above);
- Authority and developer (jointly selected) redevelop the MOB for Cancer Center use;
- TCMC receives credit of ~\$24M for its contribution; UCSDH provides a matching capital contribution;
- The Authority or TCMC, with one or more subleases to the Authority to preserve licensing and credit structures—would operate the Cancer Center in the MOB.;
- UCSDH will assist in leasing capital equipment via its existing purchasing platforms; and
- TCMC and UCSDH will fund start-up costs for the Authority (a small fraction of total project cost).

b. Epic Integration

In Phase 1, UCSDH will also support the implementation of the Epic electronic health record system for the Cancer Center as part of the initial start-up. UCSDH will also support the implementation of Epic more broadly at TCMC. A full Epic rollout at TCMC is critical to the success of both Phase 1 and Phase 2.

c. Clinical Services and Operations

The Authority will operate a Cancer Center that offers a full range of cancer services. The goal is to establish the Cancer Center as the leading provider of cancer care in Northwest San Diego County. UCSDH, as a recognized leader in cancer services, will manage the Cancer Center's daily operations under a management services agreement. The Board will provide oversight, as outlined in the JPA Agreement.

The Cancer Center's services will include:

- hospital-licensed infusion center
- medical oncology

- ochemotherapy
- oimmunotherapy
- otargeted therapy
- •clinical trials
- radiation oncology with two linear accelerators
- surgical oncology
 - ominimally invasive
 - otraditional approaches
- Supportive care services
 - opalliative care
 - ogenetic counseling
 - onutrition
 - osocial work
 - opsychological services
- pharmacy services with access to 340b pricing
 - ocompounding
 - oinvestigational

To support the growth of cancer services, UCSDH plans to hire an appropriate number of full-time equivalent (FTE) providers to provider services at the Cancer Center, including: medical oncologists, surgical oncologists and advanced practice providers. These providers will deliver clinical services at the Cancer Center under a professional services agreement. The Authority would reimburse UCSDH for its direct costs related to these services.

The Cancer Center will require about 51,300 square feet of space. This includes:

- •33,700 square feet in the MOB
- •16,600 square feet for the radiation oncology program
- •1,000 square feet for supportive services

When fully operational, the Cancer Center is expected to serve 3,500 unique cancer patients annually.

In addition to management services, UCSDH will handle payor contracting for the Authority and will implement and manage the EPIC electronic medical record system. TCMC will employ the Cancer Center's administrative staff. These employees will be leased to the Authority, with the Authority paying TCMC a fee equal to its direct costs. TCMC will also provide billing and collection services for the Cancer Center. The Authority will reimburse TCMC for the direct costs of those services.

d. Financing

The development of the Cancer Center will be financed as described above.

e. Timing

The parties intend to move quickly to launch the Cancer Center. UCSDH recognizes that both sides must complete reciprocal due diligence, including legal, financial, operational, and clinical reviews. TCMC will provide UCSDH with access to all relevant information. Both parties will commit to negotiating definitive agreements in good faith.

Once a Letter of Intent is signed, TCMC will enter into a 120-day exclusive negotiation period with UCSDH. During that time, TCMC will not consider any competing proposals for similar cancer center or MOB opportunities.

After signing the definitive agreement, the parties will begin the design and permitting process, aiming to complete this phase within six months. During this planning phase, UCSDH will start providing oncology services at TCMC using available space and existing partnerships. These services will operate under professional services agreements between UCSDH and TCMC and will transition to the JPA once construction is complete.

Construction is expected to begin shortly after the definitive agreement is signed. Initial services in the Cancer Center are expected to launch within 18 months. A second linear accelerator will be added once the first reaches full clinical capacity.

Similarly, Phase 1, UCSDH is committed to supporting TCMC's expansion efforts in additional clinical service lines at TCMC, such as neurosurgery, CT surgery and cardiology, gastroenterology, ob/gyn, and orthopedic surgery, through collaboration with community physicians and recruitment of new providers through UCSDH and partners within UCSDH's clinically integrated network. UCSDH and TCMC will jointly develop a detailed implementation plan. This plan will include benchmarks for staffing, equipment purchases, and phased service expansion.

5. Phase 2 – Expansion to full operations of TCMC within the JPA

UCSDH is committed to meeting the healthcare needs of communities throughout the region, including Northwest San Diego County. As part of this commitment, UCSDH will continue to explore ways to partner and expand services – both inpatient and outpatient – to ensure that advanced, high-quality care remains accessible. When the agreed conditions are met during or after Phase 1 (as described below), the parties will expand the Authority's scope to include full operation of TCMC.

The future scale and scope of services offered under the TCMC license in partnership with UCSDH will depend on several evolving factors, including:

- Regional market demand
- Demographic trends
- TCMC's financial condition
- Broader industry trends, such as the shift to outpatient care and changes in regulations or reimbursement

UCSDH understands that TCMC wishes to maintain at least 175 staffed inpatient beds to preserve access to acute care services in the region. While UCSDH cannot guarantee a fixed bed count beyond those beds that are already located in seismically compliant facilities, it does commit that the Authority will maintain a strong acute care service lines on the TCMC campus. Any changes to the campus footprint will be guided by a patient-centered approach focused on access, quality, and long-term sustainability.

The size of Phase 2 inpatient operations will depend in part on the successful passage of general obligation bonds to fund campus improvements, however, the passage of the bond initiative is not a

condition for entering into Phase 2 of the arrangement. TCMC and UCSDH will use best reasonable efforts to place the bond initiative on the ballot as soon as feasible, so that clinical operations planning can proceed based on the condition and capacity of TCMC's facilities beyond 2030.

6. Other Partnerships/Palomar

UCSDH desires to build and maintain high-quality, integrated healthcare services for patients across San Diego County. While UCSDH partners with several organizations in the region, these relationships are non-exclusive and focus on achieving broad structural alignment.

As the healthcare environment continues to shift—especially in North San Diego County, where public health systems face increasing uncertainty—UCSDH remains open to strong, collaborative public partnership models. The affiliation with TCMC is a key part of this vision.

UCSDH is fully committed to a long-term, strategic relationship with TCMC that meets the unique needs of the Tri-City Healthcare District and the broader community it serves.

7. Advisors

If UCSDH is selected to move forward, we intend to engage Sheppard Mullin Richter & Hampton LLP as our legal counsel for the transaction. Additional advisors may be retained as needed based on the scope and requirements of the project.

UC San Diego Health 9300 Campus Point Drive La Jolla, CA 92037-7970 T: 858.249.5534

health.ucsd.edu

Patty Maysent

Chief Executive Officer

May 23, 2025

Casey Webb Managing Director and **Chris Benson Executive Director** Juniper Advisory 110 North Wacker Drive, Suite 2500 Chicago, IL 60606

Dear Ms. Webb and Mr. Benson,

I am following up regarding the proposal sent to you on behalf of UC San Diego Health, on May 21st. I wanted to take a moment to emphasize a couple of items from our proposal because, as I reflect on our submission, I am concerned that we might not have been as clear on a couple of points as we could have been, given the Board's stated objectives.

Specifically, while we outline the proposal as a "two-phase" project, we could easily compress the phases into one, such that all of TCMC assets, liabilities and operations come into the JPA at formation, with the understanding that our initial capital commitment (\$80-100 MM) will go towards the Cancer Center, EPIC installation and clinical service projects, if TCMC is concerned about the staggered nature of our proposal. Further, with respect to our commitment to maintain a minimum of 100 inpatient beds, irrespective of the success of a general obligation bond proposal, if the actual number of available inpatient beds, once the seismic retrofit of the central building is completed. exceeds 100 we will maintain operation of all of the available beds.

Hopefully these clarifications are useful. Again, please share my gratitude with the TCMC Board for their consideration of our proposal.

Sincerely,

Patricia Maysent **Chief Executive Officer** UC San Diego Health



TCHD BOARD OF DIRCTORS DATE OF MEETING: May 29, 2025 Pathology Services: BARTON & ASSOCIATES

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

Vendor's Name: Barton & Associates

Area of Service: Locum Tenens Pathology Coverage

Term of Agreement: 12 months, Beginning, July 1, 2024 - Ending, June 30, 2025(no change)

Maximum Totals: Within Hourly and/or Annualized Fair Market Value: No (With Justification)

Daily Stipend	Annual Cost	Contract Cost
	Not To Exceed	
\$4,000	\$350,000	\$4,000/Day
		+Lodging/Travel
		NTE \$350,000

Description of Services/Supplies:

 Previously approved by Board in June, 2024, to support pathology services at Tri-City but capped at a maximum value of \$300,000. Due to difficulty with recruitment, locums coverage was necessary for an extended time period through February of 2025. This exceeded the amount approved by the Board by \$300,000.

Pathology Coverage 8am-5pm Monday - Friday

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:		Yes	Х	No

Person responsible for oversight of agreement: Gene Ma, CEO / Eva England, Sr. Director

Motion:

I move that the TCHD Board of Directors approve the increase in contract maximum allowable by \$350,000 for a previously approved agreement with Barton & Associates to provide Locum Tenens Pathology services for a term of 12 months, beginning July 1, 2024 and ending June 30, 2025, with a term cost not to exceed an additional \$350,000.



TRI-CITY MEDICAL CENTER MEDICAL STAFF CREDENTIALS REPORT May 14, 2025

Attachment A

Initial Appointments

Any items of concern will be "red" flagged in this report. Verification of education, training, experience, current competence, health status, current licensure, liability coverage, claims history and the National Practitioner Data Bank, the following practitioners are recommended for a 2-year appointment with delineated clinical privileges, to the Provisional Staff or Allied Health Professional Staff with customary monitoring.

Medical Staff:

Practitioner Name	Specialty	Staff Status	Initial Appointment Term	Comments
ATAM, Sarin MD	Internal Medicine	Provisional	5/29/2025 - 5/29/2027	
COX, Brian MD	Pathology	Provisional	5/29/2025 - 5/29/2027	
FIALLO, Luis MD	Internal Medicine	Provisional	5/29/2025 - 5/29/2027	
MULLER, Stephanie MD	Pathology	Provisional	5/29/2025 - 5/29/2027	
MULLER, Wayne MD	Pathology	Provisional	5/29/2025 - 5/29/2027	
VARTANYAN, Lily MD	Emergency Medicine	Provisional	5/29/2025 - 5/29/2027	



TRI-CITY MEDICAL CENTER MEDICAL STAFF CREDENTIALS REPORT – 1 of 3 May 14, 2025

Attachment B

Reappointments:

Any items of concern will be "red" flagged in this report. The following practitioners were presented to members of the Credentials Committee for consideration for reappointment to the Medical Staff or Allied Health Professional Staff, 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. Reappointment is for 2-years unless otherwise noted below.

Medical Staff

Department of Anesthesiology:

Practitioner Name	Specialty	Staff Status:	Reappointment Term	Comments
SEIF, Joseph M, MD	Anesthesiology	Active	5/29/2025-5/29/2027	
PAL, Joshua S, MD	Anesthesiology	Refer and Follow	5/29/2025-5/29/2027	

Department of Emergency Medicine:

Practitioner Name	Specialty	Staff Status:	Reappointment Term	Comments
TOMANENG, Neil J, MD	Emergency Medicine	Active	5/29/2025-5/29/2027	
		l	l I	

Department of Medicine:

Practitioner Name	Specialty	Staff Status:	Reappointment Term	Comments
AJIR, Mahyar, DO	Family Medicine	Refer and Follow	5/29/2025-5/29/2027	
BIRHANIE, Melaku T. MD	Internal Medicine	Active	5/29/2025-5/29/2027	
ETEDALI, Elaheh, DO	Family Medicine	Refer and Follow	5/29/2025-5/29/2027	
FRAKES, Laurie A, MD	Medical Oncology	Active	5/29/2025-5/29/2027	
KIM, Eric S, MD	Tele neurology	Active Affiliate	5/29/2025-5/29/207	Change in staff status from Provisional to Active Affiliate.



TRI-CITY MEDICAL CENTER MEDICAL STAFF CREDENTIALS REPORT – 1 of 3 May 14, 2025

Attachment B

WRIGHT, Brenton A, W, MD	Neurology	Active	5/29/2025-5/29/2027	Change in staff status from Provisional to Active.
ZAIDI , Saiyid-Naufal, MD	Family Medicine	Active	5/29/2025-5/29/2027	Change in staff status from Provisional to Active.
ZHAO, Zhong, MD	Internal Medicine	Active	5/29/2025-5/29/2027	

Department of Radiology:

Practitioner Name	Specialty	Staff Status:	Reappointment Term	Comments
BOWNDS, Shannon E, MD	Teleradiology	Active Affiliate	5/29/2025-5/29/2027	Change in staff status from Provisional to Active Affiliate.
HWANG, Janice J, MD	Teleradiology	Active Affiliate	5/29/2025-5/29/2027	
MCGRAW, Charles J, Jr	Interventional Radiology	Active	5/29/2025-5/29/2027	40
NOUD, Michael J, MD	Interventional Radiology	Active	5/29/2025-5/29/2027	
PATEL, Kiran R, MD	Diagnostic Radiology	Active	5/29/2025-5/29/2027	

Department of Surgery:

Practitioner Name	Specialty	Staff Status:	Reappointment Term	Comments
AFRA, Robert, MD	Orthopedic Surgery	Active	5/29/2025-5/29/2027	
DEEMER , Andrew R, MD	General and Vascular Surgery	Active	5/29/2025-5/29/2027	
JAMSHIDI-NEZHAD, Mohammad, DO	General and Vascular Surgery	Active	5/29/2025-5/29/2027	
SILDORFF, Morgan D, MD	Orthopedic Surgery	Active	5/29/2025-5/29/2027	
STARK, Erik S, MD	Orthopedic Surgery	Active	5/29/2025-5/29/2027	
STEPHENS, Benjamin, MD	Ophthalmology	Active	5/29/2025-5/29/2027	Change in staff status from Provisional to Active Affiliate.
				relinquishing the following



TRI-CITY MEDICAL CENTER MEDICAL STAFF CREDENTIALS REPORT – 1 of 3 May 14, 2025

Attachment i
privileges due to lack of equipment. (Admit, Perform H&P, General Ophthalmology category, Laser Privileges.)

Resignations Medical Staff and AHP:

Practitioner Name	Department/Specialty	Reason for Resignation
BLOOM, Irving A. MD	Medicine/Internal Medicine	Retired effective Jan 1, 2025
FREY, Joseph MD	Radiology/Teleradiology	Resigned effective 04/04, 2025
GHARIB, Sayed Morteza MD	Anesthesiology	Resigned effective March 14, 2025
KROL, Thomas MD	Medicine/ Gastroenterology	Retired effective 12/31/2024
LEBEAU, Jacob, DO	Family Medicine	Fail to complete Reappointment Application. Effective 5/31/2025.
PATIL, Amol, MD	Diagnostic Radiology	Not moving forward with Reappointment. Effective 5/31/2025.
PORTER, Douglas R. MD	Medicine/ Tele-neurology	Resigned effective 04/30, 2025
PULIDO, Richard N, MD	Medicine/Internal Medicine	Per Sound Hospitalist Group, resignation.

MBOC (Medical Board of California): No new information at this time

NPDB (National Practitioner Data Bank): No new information at this time



TRI-CITY MEDICAL CENTER CREDENTIALS COMMITTEE REPORT – Part 2 of 3 May 14, 2025

Modification of Staff Status

The following practitioners have requested privilege status change as noted below.

Practitioner Name	Department/Specialty	Change in Staff Status	
FRASIER, Bradley MD	Urology	Provider requested Leave of Absence with a return date of July 22, 2025.	



TRI-CITY MEDICAL CENTER **CREDENTIALS COMMITTEE REPORT - Part 3 of 3** May 14, 2025

<u>Proctoring Recommendations</u>

The following providers have successfully completed their <u>initial</u> FPPE (Focused Professional Practice Evaluation) and are being recommended for release of their proctoring requirements for the privilege(s) as noted below.

Practitioner Name	Department/Specialty	Privilege(s)
Omid Bakhtar MD	Pathology	Surgical Pathology, Cytopathology, Hematopathology, Serology, Immunopathology, Hematology, Clinical Chemistry, Clinical Microbiology, Bone Marrow Interpretation
Christopher Bo MD	Medicine/Physical Medicine & Rehabilitation (Physiatry)	Admit patients, Physiatry/Physical Medicine and Rehabilitation, Consultation, Physiatry/Physical Medicine and Rehabilitation, including via telemedicine (F), History and physical examination, Physiatry/Physical Medicine and Rehabilitation, including via telemedicine (F).
Farah Dawood, MD	Medicine/Cardiology	Cognitive Privileges, Allied Health Practitioner Supervisor Privileges, Elective Cardioversion, Permanent Pacemaker/ECD insertion, Transesophageal echocardiography
Ryan Jean-baptiste MD	Radiology/Teleradiology	Teleradiology bundle as delineated
Anand Kunda MD	Pathology	Surgical Pathology, Cytopathology, Hematopathology, Serology, Immunopathology, Hematology, Clinical Chemistry, Clinical Microbiology, Bone Marrow Interpretation
Pavan Reddy MD	Medicine/Cardiology	Transcatheter Aortic Valve Replacement (TAVR)
Dimitri Sherev MD	Medicine/Cardiology	Watchman



NP - Emergency Medicine 05.2506.23

Provider Name:

Privilege

Training and Experience:

- Certification by the State of California, Board of Registered Nursing as a Nurse Practitioner and certification by board examination from the American Academy of Nurse Practitioners (AANP) or American Nurse Credentialing Center (ANCC);
- 2. Recent clinical experience is required of all applicants for appointment and reappointment. Recent clinical experience for initial appointments defined as having performed at least 100 general patient care cases, which are to be reflective of the scope of privileges requested within the past 2-years.

Licensure and Certification:

- 1. License as a Nurse Practitioner by the State of California, Board of Registered Nursing;
- 2. Current Nurse Practitioner Furnishing Number granted by the Board of Registered Nursing;
- 3. Current DEA License;
- 4. Current BLS (Basic Life Support), ALS (Advanced Life Support) and PALS (Pediatric Advanced Life Support) certifications

Other Requirements:

1. Designate Sponsoring Physician

Proctoring:

Twenty-five (25) cases of General Patient Care Privileges. Separate proctoring requirements for advanced privileges listed below.

Reappointment:

Recent clinical experience for reappointment is defined as having performed two-hundred (200) typical general patient care cases (100 must be performed at TCMC) within the past 2-years.

CORE PRIVILEGES

This following list of core privileges below is representative of the type of privileges that may be performed by Nurse Practitioners (NPs) but does NOT necessarily contain all core privileges that may be performed by NPs in this specialty. Please mark through and initial any privileges that you do NOT wish to include in your core privileges.

- Take a focused or completed medical history, which will include the Medical Screening Exam, including past medical, family, social history, review of systems and performing focused or complete physical exam
- Evaluation, emergent management and triage of neonatal, infants, pediatric, adolescents, adults, and geriatric patients
- Perform a physical examination
- Perform occult blood testing
- Order x-ray, other studies, therapeutic diets, physical/rehab, occupational/speech, and respiratory therapies, and nursing services unless otherwise indicated
- Ordering and/or administration of medicine by all routes (orally, IM, IV, PR, aerosolized, inhaler, other) in the Department and by prescription



NP - Emergency Medicine 05.2506.23

	Privilege
	ु- Interpret laboratory data
	- Interpret diagnostic studies
	- Monitor patients throughout procedure and during recovery period
	- Determine assessment and interval for follow-up
	- Conduct patient and family education
	- Manage and provide consultations
	- Document patient interactions
	- Document care rendered in medical record
	- Complete discharge summaries of patients.
	ANESTHESIA CATEGORY (Choose from the procedures below):
	Dental nerve block
_	Nerve blocks
_	Subcutaneous local anesthetic
	CARDIOVASCULAR CATEGORY (Choose from the procedures below):
_	Taking of EKG and recognition of gross abnormalities
	DERMATOLOGY CATEGORY (Choose from the procedures below):
	Digital nail removal
_	Subungual hematoma drainage
_	Treatment of minor 1st and 2nd degree burns
	GASTROENTEROLOGY CATEGORY (Choose from the procedures below):
_	Collection of specimen: stool
_	Digital rectal exam
	Hernia reduction

Nasogastric intubtion and gastric lavage

Performance of anoscopy



Pr	٥v	id	er	N	a	m	e

	Privilege
	Removal of foreign bodies from rectum, and other
_	Thrombosed external hemorrhoids
	GENERAL SURGERY CATEGORY (Choose from the procedures below):
_	Arrest of hemorrhage
_	Debridement, suture, and care of superficial wounds/lacerations (including facial lacerations)
	Incision and Drainage of superficial skin infections, abscess, Bartholin's abscess
_	Removal of foreign bodies from skin and soft tissue, and other
_	Removal of sutures
_	Soft tissue aspiration
	IMAGING CATEGORY (Choose from the procedures below)
_	Preliminary interpretation of X-rays
	NEUROLOGY / NEUROSURGERY CATEGORY (Choose from the procedures below):
_	Neurologic examination
_	Spinal immobilization
	ORTHOPEDIC CATEGORY (Choose from the procedures below):
_	Dislocation management
_	Emergency fracture management
_	Measurement of compartment pressures
_	Splinting/Casting
	Strapping and immobilizing of sprains/fractures
	OBSTETRICS / GYNECOLOGY CATEGORY (Choose from the procedures below):
_	Gyn exam
_	Removal of foreign bodies from vagina, and other
_	Incision and drainage of Bartholin's abscess
	Performance of pelvic exam and pap smear



Provide	Provider Name:				
	Privilege				
	OPHTHALMOLOGY CATEGORY (Choose from the procedures below):				
_	Measure intraocular pressure (Tonometry)				
_	Ocular irrigation				
_	Ophthalmic, visualization of fundus				
_	Removal of foreign bodies from eyes, and other				
_	Slit lamp examination				
	OTOLARYNGOLOGY CATEGORY (Choose from the procedures below):				
_	Removal of impacted cerumen				
	Collection of specimens: nasopharyngeal and throat				
_	Removal of foreign bodies from ear, nose, throat, other				
	Nasal cautery				
_	Anterior nasal packing for epistaxis				
_	Performance of otoscopy and nasoscopy				
_	Peritonsillar abscess drainage				
	RESPIRATORY CATEGORY (Choose from the procedures below):				
	Drawing ABGs and interpretation				
_	Bronchodilator treatment				
_	BVM ventilation				
	UROLOGY CATEGORY (Choose from the procedures below)				
_	Catheterization and routine urinalysis				
_	Management of urinary retention				
	Suprapubic cystotomy placement				
	VASCULAR ACCESS CATEGORY (Choose from the procedures below)				
_	Arterial puncture				
_	Drawing of venous blood from peripheral site and peripheral IV placement				



Privilege
ADVANCED PRIVILEGES (Choose from the procedures below):
Initial/Reappointment Criteria: Three (3) cases performed in the past 2 years of each procedure. NP may be authorized to performe these procedures when competency is established by the Department of Emergency Medicine, taking into account training and experience.
Reappointment Criteria: Included in the above required two-hundred (200) typical General Patient Care cases (100 must be performed at TCMC).
Proctoring Criteria: Three (3) cases must be proctored for <u>each</u> procedure.
NOTE: The supervising physician must be physically present in the ED for all advanced privileges
Repair of complex lacerations
Reduction of Major joints
Thoracentesis
Lumbar Puncture
Endotracheal intubations
Arterial line access
Arthrocentesis
Tube/needle thoracostomy
Intraosseous line placement, in adults and infants/children
Central IV access, includes midline catheters
APPLICANT: I certify that I meet the minimum threshold criteria to request the above privileges. I agree to exercise only those services granted to me. I understand that in making this request, I'm bound by the applicable bylaws and/or policies of the hospital and medical staff.
Print Applicant Name
Applicant Signature
Date
*Note - Applicant is responsible for obtaining Sponsoring Physician's Signature and completion of below:



der Name:				
	Privilege			
	SPONSORING PHYSICIAN:			
	As sponsoring physician of this Allied Health Professional, I agree to be held responsible for his/her performance while providing services at Tri-City Medical Center			
	Print Name of Sponsoring Physician			
	Sponsoring Physician Signature			
	Date			
	Approval:			
	Division/Department Signature (By Signing this form I agree with the granting of these privileges indicated above.)			
	Date			

10.3 MEDICAL EXECUTIVE COMMITTEE

10.3-1 COMPOSITION

The Medical Executive Committee shall consist of the officers of the Medical Staff, the department chairperson of each clinical department, emeritus executive members and others as follows:

- (a) Chief of Staff (President of the Medical Staff)
- (b) Chief of Staff-elect (Vice President of the Medical Staff)
- (c) Immediate Past Chief of Staff (Treasurer, Credentials Committee Chairperson)
- (d) Past Chief of Staff (Secretary of the Medical Staff)
- (e) Chairperson of the Department of Anesthesiology
- (f) Chairperson of the Department of Emergency Medicine
- (g) Chairperson of the Department of Radiology
- (h) Chairperson of the Department of Medicine
- (i) Chairperson of the Department of Obstetrics and Gynecology
- (j) Chairperson of the Department of Pathology
- (k) Chairperson of the Department of Pediatrics
- (I) Chairperson of the Department of Surgery
- (m) Chairperson of the Medical Quality Peer Review Committee
- (n) Chairperson of the Professional Behavior Committee
- (o) Up to three Members-at-Large
- (p) *Emeritus Executive Members (not to exceed five (5) physicians)

Ex-Officio members of the Medical Executive Committee (open session), without vote, shall be as follows:

(a) Chief Executive Officer of the Hospital

^{*}Emeritus Executive Members consist of physicians who actively practice or are retired but whom the Medical Executive Committee deems deserving of membership by virtue of their outstanding reputation and long-standing service (min. 20-years) to the Hospital and who continue to exemplify high standards of professional and ethical conduct.

- (b) Chief Operating Officer
- (c) Chief Nurse Executive
- (d) Representative of the Governing Body

Division chiefs and committee chairperson may attend open session of the Medical Executive Committee meetings as ex-officio members without vote. Other persons and/or staff members may be invited to attend Medical Executive Committee meetings (open session and/or closed session) by the Chief of Staff.

Tri-City Medical Center Finance, Operations and Planning Committee Minutes May 21, 2025

Members Present Director Tracy Younger (via telephone), Director Nina Chaya, Dr. Mohammad Jamshidi-Nezhad

Non-Voting Members

Present:

Dr. Gene Ma, Jeremy Raimo, COO, Donald Dawkins, CNE, Roger Cortez, CCO, Anh Nguyen, Interim CFO

Others Present:

Jennifer Paroly, Julie Abraham, Jane Dunmeyer, Miava Sullivan

Members Absent:

Director Adela Sanchez, Dr. Henry Showah

Topic	Discussions, Conclusions Recommendations	Action Recommendations/ Conclusions	Person(s) Responsible
1. Call to order	Director Chaya called the meeting to order at 3:04 pm.		Chair
2. Approval of Agenda		MOTION It was moved by Dr. Jamshidi- Nezhad, and Dr. Chaya seconded, and it was unanimously approved to accept the agenda of May 21, 2025.	Chair
3. Comments by members of the public on any item of interest to the public before committee's consideration of the item.	Director Chaya read the paragraph regarding comments from members of the public.	No comments	Chair
4. Ratification of minutes of March 19, 2025	Minutes were ratified.	Minutes were ratified. MOTION It was moved by Dr. Jamshidi- Nezhad, Dr. Chaya seconded, that the minutes of March 19, 2025, are to be approved without any requested modifications.	Chair
5. Old Business	None		
6. New Business	None		30

Topic	Discussions, Conclusions Recommendations	Action Recommendations/ Conclusions	Person(s) Responsible
7. Consideration of Consent Calendar:		MOTION It was moved by Director Younger to approve the Consent Calendar and seconded by Dr. Chaya. Members: AYES: Younger, Chaya, Jamshidi-Nezhad NOES: None ABSTAIN: None ABSENT: Sanchez, Showah	Chair
 a) Professional Services Agreement Renewal Three Dr. Paul Lizotte Aescalapius Medici, Inc. 		Approved via Consent Calendar	Jeremy Raimo
 b) Physician Agreement Co- Medical Director – Outpatient Behavioral Health Services • Dr. Emad Tadros, MD 		Approved via Consent Calendar	Donald Dawkins/Sarah Jayyousi
c) Medical Director – OpioidStewardship ProgramOle Snyder, MD		Approved via Consent Calendar	Dr. Gene Ma
d) MAKO 4.0 Robotic-Arm Assisted Surgical System • Stryker Sales, LLC		Approved via Consent Calendar	Jeremy Raimo
e) Property & CasualtyInsurance Carriers ProposalThe Liberty CompanyInsurance Brokers		Approved via Consent Calendar	Susan Bond/Anh Nguyen
8. Financials	Anh Nguyen presented the financials ending April 30, 2025 (dollars in thousands)		Anh Nguyen

Topic	Discussions, Conclusions Recommendations	Action Recommendations/ Conclusions	Person(s) Responsible
	TCHD – Financial Summary		
	Fiscal Year to Date		
	Operating Revenue \$ 274,286		
	Operating Expense \$ 282,572		
	EBITDA \$ 18,778		
	EROE \$ 3,857		
	TCMC - Key Indicators		
	Fiscal Year to Date		
	Avg. Daily Census 125		
	Adjusted Patient Days 67,375		
	Surgery Cases 4,499		
	ED Visits 39,360		
	TCHD - Financial Summary		
	Current Month		
	Operating Revenue \$ 26,355		
	Operating Expense \$ 25,176		
	EBITDA		
	EROE \$ 2,343		
	TCMC - Key Indicators		
	Current Month		
	Avg. Daily Census 111		
	Adjusted Patient Days 6,119		
	Surgery Cases 436		
	ED Visits 3,791		
	Graphs:		
	TCHD-EBITDA and EROE		
	TCHD Financial Summary		
	TCMC-Average Daily Census,		
	Total Hospital - Excluding		
	Newborns		
	 TCMC-Emergency Department 		
	Visits		
	TCMC-Acute Average Length		
	of Stay		
	TCMC-Adjusted Patient Days		
	TCMC-Paid Full Time		

Topic	Discussions, Conclusions Recommendations	Action Recommendations/ Conclusions	Person(s) Responsible	
	Equivalents-13 Month Trend			
a. Dashboard	No discussion	Information Only	Anh Nguyen	
7. Comments by Committee Members	None	None	Chair	
8. Date of next meeting	June 18, 2025		Chair	
10. Adjournment	Meeting adjourned 3:18 pm.		Chair	



FINANCE, OPERATIONS & PLANNING COMMITTEE DATE OF MEETING: May 21, 2025 PROFESSIONAL SERVICES AGREEMENT RENEWAL THREE

Type of Agreement	Medical Directors	Panel	I X I	Other: Annual Quality Incentive
Status of Agreement	New Agreement	Renewal – New Rates	х	Renewal – Same Rates

Physician's Name:

Aescalapius Medici, Inc. - Dr. Paul Lizotte

Area of Service:

Internal Medicine at Seaside Medical Group of Tri-City

Term of Agreement:

24 months, Beginning, May 1, 2025 - Ending, April 30, 2027

Maximum Totals:

Within Hourly and/or Annualized Fair Market Value: YES

Monthly Cost	Annual Cost	24 Month (Term Cost)
\$25,500	\$306,000	\$612,000
Annual Quality Outcome Incentive (NTE \$15,000)	\$15,000	\$30,000
To	\$642,000	

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

Person responsible for oversight of agreement: Jeremy Raimo, Chief Operating Officer

Motion:

I move that the Finance, Operations & Planning Committee recommend that the TCHD Board of Directors authorize by way of a 3rd amendment to the Professional Services Agreement for Aescalapius Medici, Inc. – Dr. Paul Lizotte for a renewal term of 24 months to provide professional services at Seaside Medical Group of Tri-City beginning May 1, 2025 and ending April 30, 2027, for a total term cost not to exceed \$642,000 for the 24-month period.



FINANCE, OPERATIONS & PLANNING COMMITTEE DATE OF MEETING: May 21, 2025

PHYSICIAN AGREEMENT Co-Medical Director - Outpatient Behavioral Health Services

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

Physician's Name:

Emad Tadros, M.D.

Area of Service:

Outpatient Behavioral Health-Morning and Afternoon Program

Term of Agreement:

24 months, Beginning, July 1, 2025 - Ending, June 30, 2027

Maximum Totals:

Close to 70th percentile (Challenges with psychiatry recruitment and regulatory requirements)

	the state of the s									
	Old Rate/Hour	New Rate/Hour	Hours per Month	Hours per Year	Monthly Cost	Annual Cost (Not to Exceed)	Term Cost (Not to Exceed)			
Medical Director	\$146	\$165	32	384	\$5,280	\$63,360	\$126,720			
Case Care Management	\$146	\$165	16	192	\$2,640	\$31,680	\$63,360			
Vacation Coverage	\$146	\$165	As needed	48 max.	\$660	\$7,920	\$15,840			
		Total:	52	624	\$8,580	\$102,960	\$205,920			

Co-Medical Director Responsibilities:

- Provide medical supervision and direction to the unit, including the morning and afternoon programs
- Supervise and promote the quality of care and evaluate delivery systems.
- Oversee the development of evidence-based clinical services and provide psychiatric expertise.
- Facilitate weekly problem solving and treatment team meetings with clinical staff.
- Review all treatment plans at least monthly to determine appropriateness of problems and treatment goals.
- Evaluate and review policies and procedures and make suggestions for changes as appropriate.
- Provide education to staff and community providers

Case Care Management and other Duties:

- Take on utilization management duties and respond to insurance authorization calls for IOP and communicate clinical determination of medical necessity
- Evaluate patients at least once per month for IOP medical necessity and discharge readiness
- Evaluate whether patients are medically stable and meet inclusion/exclusion criteria for IOP on admission and monthly thereafter
- Prepare reports and records as requested by hospital and regulatory bodies
- Provide professional guidance to staff Monday through Friday and evaluate risk/protective factors and recommend whether a patient needs inpatient treatment or can be managed with safety planning. Respond to calls Mondays through Fridays, 8 am-5 pm.

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

Person responsible for oversight of agreement: Sarah Jayyousi-Operations Manager, Outpatient Behavioral Health / Donald Dawkins, Chief Nursing Executive

Motion:

I move that the Finance, Operations & Planning Committee recommend that the TCHD Board of Directors authorize the agreement with Dr. Emad Tadros for the co-medical directorship for a term of 24 months, beginning July 1, 2025 and ending June 30, 2027, for an hourly rate of \$165, an annual cost of \$102,960, and a total term cost of \$205,920.



FINANCE, OPERATIONS & PLANNING COMMITTEE DATE OF MEETING: MAY 21, 2025 MEDICAL DIRECTOR - OPIOID STEWARDSHIP PROGRAM

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

Physician's Names:

Ole Snyder, M.D.

Area of Service:

Medical Director- Opioid Stewardship Program

Term of Agreement:

12 months, Beginning, May 1, 2025 - Ending, April 30, 2026

Maximum Totals:

Within Hourly and/or Annualized Fair Market Value: YES

Renewal, no change in rate

Hourly Maximum Hours Rate per Month		Maximum Cost per Month	Annual/Term Cost (NTE)
\$150/hr.	10 hours	\$1,500	\$18,000

Description of Services:

- Medical Directorship agreement with responsibilities over the newly established opioid stewardship program
 with duties to include leading a multidisciplinary team to provide best practice recommendations in inpatient,
 ED, and outpatient settings.
- In collaboration with District representatives, the Medical director will help develop policies and protocols that
 will drive community standards to reduce opioid consumption, dispensing, and dependence through innovative
 programs. Not only are these programs expected to provide a service that enhances the health and wellness of
 the community we serve, but will work to establish a positive alliance and reputation within our local
 community.
- The medical director will have shared responsibility for the quality of the program.

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

Person responsible for oversight of agreement: Julie Abraham, Director of Pharmacy Services / Gene Ma, M.D., Chief Executive Officer

Motion:

I move that the Finance, Operations & Planning Committee recommend that the TCHD Board of Directors authorize the renewal of the Medical Directorship for the Opioid Stewardship Program with services provided by Ole Snyder, M.D. for a term of 12 months, beginning May 1, 2025 and ending, April 30, 2026, for an annual and total term cost not to exceed \$18,000.



FINANCE, OPERATIONS & PLANNING COMMITTEE DATE OF MEETING: May 21, 2025 Stryker Sales, LLC

Type of Agreement	Medical Directors		Panel		Other:
Status of Associate	Y New Agreement		Renewal – New		Renewal – Same
Status of Agreement	X New Agreement	New Agreement	Rates		Rates

Vendor's Name:

Stryker Sales, LLC

Area of Service:

Orthopedic surgery

Term of Agreement:

60 months, Beginning, June 1, 2025 - Ending, May 31, 2030

Initial	Monthly	Annual	Total Term
Payment	Cost	Cost	Cost
\$200,000	\$13,201	\$158,412	\$992,060

Description of Services/Supplies:

- Update current Stryker Mako 3.11 Robotic-Arm Assisted Surgical System to the latest and most advanced iteration, Mako 4.0
- Supports standard primary joint replacement procedures (hip and knee) with the addition of total hip and total knee revisions
- Current Mako 3.11 lease agreement ends on June 29, 2025.
- This will be a lease buyout at the end of the term.

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: Jeremy Raimo, Chief Operating Officer

Motion:

I move that the Finance, Operations & Planning Committee recommend that the TCHD Board of Directors authorize the agreement with Stryker Sales, LLC for the Mako 4.0 Robotic-Arm Assisted Surgical System for a term of 60 months beginning June 1, 2025 and ending May 31, 2030 for an annual cost of \$155,412 and a total term cost of \$992,060.



FINANCE, OPERATIONS & PLANNING COMMITTEE DATE OF MEETING: May 21, 2025 PROPERTY & CASUALTY INSURANCE CARRIERS PROPOSAL

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

Vendor's Name:

The Liberty Company Insurance Brokers - Property & Casualty Insurance Carriers

(see attached Executive Summary)

Area of Service:

Legal / Finance Departments

Term of Agreement:

12 months, Beginning, July 1, 2025 - June 30, 2026

Total Term Cost \$2,395,679

Description of Services/Supplies:

• Excess Professional and General Liability Insurance (MedPro)

- Property Insurance (AIG)
- Management Liability Insurance (Markel, AmTrust, AXIS)
- Automobile Insurance (NonProfits' United)
- Cyber Liability Insurance (Corvus, AmTrust)
- Others: Volunteers, Employed Lawyers, Helipad Liability, Pollution Liability, Crime

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: Susan Bond, Legal Counsel / Anh Nguyen, Interim Chief Financial Officer

Motion:

I move that the Finance, Operations & Planning Committee recommend that the TCHD Board of Directors authorize the Professional and General Liability insurance agreements with the various carriers, as reflected on the accompanying Executive Summary through The Liberty Company Insurance Brokers, LLC, for a term of 12 months, beginning July 1, 2025 and ending June 30, 2026, for a total term cost of \$2,395,679.

Tri-City Healthcare District

Executive Summary

Cost Comparison



		2024 Annual	2025 Annual	2025 Recommended		Percentage	
Line of Insurance	Limits of Insurance	Premium	Premium	Option	Cost Difference	Difference	Notes
Excess Professional & General Liability	\$15,000,000 each claim / \$15,000,000 aggregate limit	\$671,334	\$705,000	\$773,300	\$101,966.00	15.2%	MedPro offered a \$15M primary limits with a self-insured retention amount of \$2M for all lines of coverage including sexual misconduct liability. MedPro will require a claims TPA. The \$5M XS of \$15M policy with TDC won't be renewed resulting in a total limit of \$15M, effective 7/1/2025.
Commercial Property	\$326,748,067 blanket building limit / \$73,821,393 blanket contents limit / \$103,223,436 blanket business income limit	\$495,229	\$468,500	\$468,500	\$26,729.00	-5.4%	
irectors & Officers, Employment Practices, and Fiduciary Liability	\$5,000,000 each claim / \$5,000,000 aggregate / \$10,000,000 combined aggregate limit	\$443,363	\$433,366	\$433,366	-\$9,997.00	-2.3%	
Excess Directors & Officers, Employment Practices, and Fiduciary Liability (XS Layer 1)	\$5,000,000 limit in excess of \$5,000,000 limit	\$210,000	\$205,380	\$197,000	-\$13,000.00	-6.2%	AmTrust provided a slightly better offer than RSUI at about \$8,000 less.
Excess Directors & Officers Liability - Side A and DIC (XS Layer 2)	\$5,000,000 limit in excess of \$10,000,000 limit	\$85,004	\$83,045	\$83,045	-\$1,959.00	-2.3%	
Directors & Officers Liability - Cardiovascular Institute	\$1,000,000 each claim / \$1,000,000 aggregate limit	\$25,000	\$21,250	\$21,250	-\$3,750.00	-15.0%	
Cyber Liability	\$5,000,000 first party coverage limit / \$5,000,000 third party coverage limit / \$5,000,000 total policy aggregate limit	\$189,882	\$125,000	\$137,619	-\$52,263.00	-27.5%	Corvus is offering \$5M limits at a savings of 27.5%. We also recommend using this savings to purchase the additional \$3M excess limits from AmTrust.
Excess Cyber Liability	\$3,000,000 first party coverage limit / \$3,000,000 third party coverage limit / \$3,000,000 total policy aggregate limit	\$0	\$49,052	\$49,052	\$49,052.00	#DIV/01	The cost for this policy will be paid from the savings achieved by switching the primary cyber doverage from Coalition to Corvus, Purchasing this policy will allow TCHD to have \$8M in limits for slightly less than what was paid for \$3M limits last year.
Commercial Crime (Primary Layer)	\$5,000,000 limit	\$58,277	\$58,277	\$58,277	\$0.00	0.0%	This rate is locked until 7/1/2027. Achieved savings of \$2,950 by increasing the deductible amount to \$100,000.
Commercial Crime (XS Layer 1)	\$30,000,000 limit in excess of \$5,000,000 primary limit	\$48,000	\$48,000	\$48,000	\$0.00	0.0%	Coverage and pricing renewed per expiring.
Commercial Crime (XS Layer 2)	\$5,000,000 limit in excess of \$35,000,000 limits	\$9,000	\$9,000	\$9,000	\$0.00	0.0%	Coverage and pricing renewed per expiring.
Commercial Crime (XS Layer 3)	\$10,000,000 limit in excess of \$40,000,000 limits	\$36,770	\$24,000	\$24,000	-\$12,770.49	-34.7%	Coverage and pricing renewed per expiring.
Business Auto	\$1,000,000 combined single limit	\$41,105	\$40,000	\$40,000	-\$1,105.00	-2.7%	This is an estimated renewal premium based on a nominal rate change coupled with the deleted vehicle.
Pollution Liability	\$1,000,000 per contamination incident / \$1,000,000 total policy aggregate limit	\$37,947	\$36,395	\$36,395	-\$1,552.00	-4.1%	A savings of \$1,552 was secured while matching expiring terms.
Helipad Liability	\$10,000,000 per occurrence / \$10,000,000 non- owned aircraft liability limit	\$10,805	\$6,475	\$6,475	-\$4,330.00	-40.1%	Over 40% savings achieved while slightly improving coverage terms. This rate is also locked for the next 3 years.
Lawyers' Professional Liability	\$5,000,000 maximum aggregate limit	\$9,999	\$9,999	\$9,999	\$0.00	0.0%	Coverage and pricing renewed per expiring.
Travel Accident	\$100,000 maximum benefit / \$25,000 accidental death / up to \$50,000 accidental dismemberment	\$507	\$401	\$401	-\$106.00	-20.9%	Last year's policy appears to have been quoted with a broker commission. This savings is directly attributed to waiving our commission per our service agreement.

^{*}Annual premiums do not include taxes G fees.



ADMINISTRATION CONSENT AGENDA May 20, 2025

CONTACT: Donald Dawkins, CNE

Po	licies and Procedures	Reason	Recommendations
Pa	tient Care Services		
1.	Allied Health Students in Patient Care Areas Policy	3 year review, practice change	Forward to BOD for Approval
2.	Code Status / Do Not Resuscitate (DNR) / Withholding or Withdrawing Life Sustaining Treatment	3 year review, practice change	Forward to BOD for Approval
3.	Patient Classification (Acuity) Procedure	3 year review, practice change	Forward to BOD for Approval
4.	Point of Care Testing Competency Assessment Procedure	3 year review, practice change	Forward to BOD for Approval
5.	Pronouncement of Death Procedure	3 year review, practice change	Forward to BOD for Approval
6.	Universal Blood Saturation Screening for Critical Congenital Heart Disease (CCHD)	RETIRE	Forward to BOD for Approval
Ca	rdiac Cath Lab		
1.	AICD Check Procedure	3 year review	Forward to BOD for Approval
2.	Arterial Sheath Removal Procedure	3 year review	Forward to BOD for Approval
3.	Cardiac Cath Lab On Call Coverage Policy	NEW	Forward to BOD for Approval
4.	Electrophysiology Study Procedure	3 year review	Forward to BOD for Approval
5.	Scrub Person Setup Procedure	3 year review	Forward to BOD for Approval
6.	Set Up for Sterile Table Procedure	3 year review	Forward to BOD for Approval
7.	Temporary Pacemaker Electrode Removal Procedure	3 year review	Forward to BOD for Approval
8.	Venous Sheath Removal Procedure	3 year review	Forward to BOD for Approval
Int	erventional Radiology		
1.	Interventional Radiology On-Call Coverage Policy	NEW	Forward to BOD for Approval
Ra	diology		
1.	On-Call Call Back Pending Orders #133	3 year review, practice change	Forward to BOD for Approval
Su	rgical Services		
1.	On Call Scheduling Guidelines Policy	3 year review, practice change	Forward to BOD for Approval



PATIENT CARE SERVICES POLICY MANUAL

ISSUE DATE: 5/06 SUBJECT: Allied Health Students in Patient

Care Areas

REVISION DATE: 7/08; 05/11; 01/15, 01/17, 12/21

Patient Care Services Content Expert Approval: 12/2009/24 Clinical Policies & Procedures Committee Approval: 10/2102/25

Nursing Leadership Approval:

11/2103/25

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

n/a

Medical Executive Committee Approval:

11/2104/25

Administration Approval:

11/2105/25

Professional Affairs Committee Approval: Board of Directors Approval:

n/a 12/21

n/a

A.

POLICY:

- 1. Students from several allied health schools are affiliated with Tri-City Medical Center (TCMC)
 Allied Health Services (hereafter referred as "allied health").
- 2. The specific allied health department retains responsibility for allied health care services and related duties where the student is providing care.
 - a. For Respiratory Students see Pulmonary Care Services Authorization To Perform (Respiratory Care Students)
 - b. Emergency Medical Services (EMS)
 - i. Patient care procedures within the Paramedic scope of practice (as established by the State of California and the County of San Diego) may be performed by a Paramedic intern under the direct supervision and guidance of the EMS program instructor, supervising physician or the RN assigned to that patient.
 - ii. Emergency Medical Technician (EMT) students in the Emergency Department are only allowed to observe Emergency Department staff in the performance of patient care. EMT students do not provide patient care.
 - c. Allied Health Students may only observe in the Pre-Operative Setting.
 - d. Imaging Services
 - i. Students are required to perform procedures in accordance with published imaging procedure protocols.
 - ii. Imaging procedures may be performed by the students under the supervision and guidance of the Clinical Instructor or assigned staff in accordance with the following:
 - Students use equipment and accessories, employ techniques and perform procedures in accordance with accepted equipment use and radiation safety practices to minimize radiation exposure to patients, selves and others
 - 2) Medical imaging procedures are performed under <u>direct supervision</u> of a qualified practitioner **until** a radiography student achieves competency.
 - 3) Medical imaging procedures are performed under <u>indirect supervision</u> of a qualified practitioner **after** a radiography student achieves competency.
 - 4) Radiography students repeating unsatisfactory radiographs are under the direct supervision of a qualified practitioner.

- 3. The faculty and students of affiliated schools are responsible for knowing and complying with TCMC Policies and Procedures.
- 4. The allied health school is responsible for planning the education program and providing Allied Health Services with outlined goals and objectives relating to the clinical experience. The clinical coordinator is responsible for updating and reviewing clinical goals for each student for all department rotations.
- 5. The allied health clinical coordinator is responsible for establishing orientation dates for the student. Orientation shall include time spent in the department to learn the standards, physical layout, fire and code responsibilities, communication skills, methodology of patient care, documentation system, daily schedules and roles of the staff and students. The student must review the Hospital Orientation for Non Employees of Tri-City HealthCare District Orientation Manual and complete the appropriate orientation paperwork.
- 6. Each student will be assigned a preceptor or specified allied health staff member in their department who will be accountable for all of the student's actions (hereafter referred to as "preceptor").
- 7. The preceptor has the right and responsibility to intervene or prevent a student from performing any allied health activity that appears inappropriate or potentially injurious to patients. Department Leadership or designee has the option to discuss behavioral or practice issues with students, preceptors, and school instructors. Staff issues identified by the preceptor are to be directed to the Operations Manager or Director of the unit.
- 8. Students shall report to work at a specified time to receive report on their assigned patients. The preceptor shall also receive a report (if applicable), which provides current information related to the patient population and identifies potential learning activities for the students. Students shall report to their preceptor before leaving the department.
- 9. Student Responsibilities:
 - a. Goal setting, evaluation, communication, and clinical competency.
 - b. Participate in primary care of assigned patients including accurate documentation under supervision of preceptor as applicable.
 - c. Communicate all pertinent information including finding problems, concerns, and questions or learning needs to preceptor.
 - Work with all health care and team members in an effective/professional manner.

10. Handoff/Communication:

- a. Students must communicate any/all changes in patient status to preceptor.
- b. Students are not to leave the department without reporting to preceptor.
- Documentation must be reviewed and co-signed by preceptor as applicable.
- d. All unfinished work is to be reported to the preceptor.

11. Limitations of Function:

- Students shall not perform any procedures/functions identified without the preceptor present.
 - Radiography students may perform medical imaging procedures under indirect supervision of a qualified practitioner after a radiography student achieves competency.
- b. Students may not take verbal or telephone orders.
- c. Students may not perform any procedure requiring specialized certification.
- d. Students may not perform procedures without a physician's order.

12. Medication Administration:

- a. All medications shall be administered under the direct supervision of the preceptor following Patient Care Services "Medication Administration" Policy.
- Students may only access medications from Pyxis under direct supervision of the preceptor. Students are not given access to Pyxis MedStation.



PATIENT CARE SERVICES

ISSUE DATE:

10/88

SUBJECT: Code Status / Do Not Resuscitate

(DNR) / Withholding or Withdrawing

Life Sustaining Treatment

REVISION DATE: 09/91;, 08/94;, 12/96;, 11/06;, 01/10,

04/17, 08/20

Patient Care Services Content Expert: 11/1907/24 Clinical Policies and Procedures Committee Approval: 12/1908/24 Nursing Leadership Executive Committee Approval: 02/2009/24 Critical Care Committee Approval:02/17 06/2002/25 **Medical Executive Committee Approval:** 07/2004/25 Administration Approval: 08/2005/25

Professional Affairs Committee Approval:

Board of Directors Approval:

n/a 08/20

PURPOSE: Α.

- To outline the policy for withholding and/or withdrawing life sustaining treatment during hospitalization including code status orders.
- To provide direction to all personnel and medical staff members who may be involved in the 2. care of a patient for whom life-sustaining treatment is withheld or withdrawn during hospitalization.
- This policy conforms with the decision of the California Court of Appeal, Second Appellate 3. District, in Barber Vs. Superior Court, 147 Cal. APP 3d 1006 (1983), which established auidelines for decisions to withhold or withdraw life-sustaining treatment. These guidelines address all situations in which life-sustaining treatment may be discontinued, including but not limited to cases of irreversible coma and brain death.

В. **DEFINITION(S):**

- Advanced health care directive or advance directive Designation of an agent (surrogate) appointed by the patient to make medical decisions for him/her should the patient no longer have the capacity to express his/her wishes.
- Brain Death: See Patient Care Services Policy, Determination of Brain Death. 2.
- Capacity: The patient's decision making ability to understand the consequences of his/her 3. decisions. Capacity is commonly secured by determining the patient's ability to understand basic information about his/her condition and prognosis, the nature of a proposed intervention, the alternatives, the risks and benefits, and the consequences of his/her decisions.
- 4. Code Status:
 - Full Code: A full code is synonymous with "full resuscitation" which consists of basic and advanced life support. The patient is a "full code" unless withholding of life sustaining treatment is ordered. Resuscitative measures are defined as: electric defibrillation, chest compressions, mechanical ventilations, endotracheal intubations.
 - No Code: A "no code" is synonymous with "no resuscitation" or "do not resuscitate b. (DNR)". This means that no basic or advanced life support will be administered.
 - Resuscitative measures do not refer to ordinary or reasonable methods used to maintain the life, health or comfort of a patient such as the administration of pain or other appropriate medications, IV fluids and nutritional support.
 - DNR orders are not intended to govern pre-arrest care. ii.
 - iii. A patient may decline basic life support for arrest conditions but may readily agree to mechanical ventilation for a likely reversible respiratory condition (ie., pneumonia, aspiration).

- iv. A patient with ventricular tachycardia, bradycardia or heart block is not considered arrested. Emergency medications, external pacemaker and/or rapid fluid infusions may be administered as appropriate.
- c. Allow Natural Death (AND): AND orders are intended for terminally ill patients only. An AND order would ensure that only comfort measures are taken. This would include withholding or discontinuing resuscitation, artificial feedings, fluids, and other measures that would prolong a natural death.
- 5. Incapacitated: A condition of the patient where the capacity to make informed decisions regarding care is temporarily or permanently lost.
- 6. Individual Health Care Instruction: Designation for a Surrogate An adult having capacity may give an individual health care instruction orally or in writing. The instruction may be limited to take effect only if a specified condition arises. A patient may also designate an adult as a surrogate to make health care decisions for him/her. The patient must do so by personally informing the supervising health care provider. A verbal designation of a surrogate must be promptly recorded on the medical record, and is effective only during the course of treatment in the health care institution when the designation is made.
- 7. Futile Care: Any health care that the primary physician and his or her consultant(s), consistent with prevailing standards of practice, in good faith believe(s) cannot, within a reasonable possibility, be expected to satisfactorily cure, ameliorate, improve, or restore a quality of life to the patient.
- 8. Permanent Unconscious Condition: An incurable and irreversible condition that, within reasonable medical judgment, renders the patient in an irreversible coma or persistent vegetative state.
- 9. POLST Form: Physician Order for Life Sustaining Treatment form means a request regarding resuscitative measures that direct a health care provider regarding resuscitative and life-sustaining measures. If a Patient is admitted with completed POLST, POLST order will be honored by staff in accordance with California Assembly Bill 3000, Chapter 266. It is the policy of Tri-City Healthcare District (TCHD) to treat the patient in accordance with a POLST form (Probate Code Sec. 4781.2 (d)). Refer to Patient Care Services Policy POLST.
- 10. Prehospital DNR: In cases where there is a completed approved "Emergency Medical Services Prehospital Do Not Resuscitate (DNR) Form" (a written request to limit the scope of emergency medical care), an approved DNR medallion or bracelet, or a valid DNR order from the patients medical record from a nursing facility and the patient experiences a respiratory or cardiac arrest, no chest compressions, assisted ventilations, intubation, defibrillation, or cardiotonic medications are to be initiated unless the patient or surrogate decision maker instructs otherwise. The Emergency and Attending Physicians will be notified of the existence of the advanced directive and a copy will be placed in the patient's medical record. Documentation in the patient's medical record regarding patient's DNR status will be completed.
- 11. Terminal Illness: a medical condition resulting in a prognosis of life of one year or less, if the disease follows its natural course (California Health and Safety Code 1746 p).
- 12. Withdrawing Life Sustaining Treatment: The discontinuation of specified medical therapies that may be prolonging the patient's death.
- 13. Withholding Life Sustaining Treatment: The withholding of all or some basic life support (BLS) and advanced life support interventions in the event that a respiratory and/or cardiac arrest is recognized.

C. POLICY:

- 1. All physician orders regarding code status, withholding or withdrawing life sustaining treatments must be entered electronically into the patient's health record.
 - a. All withdrawing life sustaining treatment orders must specify which treatments and devices are to be discontinued (i.e., ventilator support, endotracheal tube, pacemakers, vasoactive drips, parenteral and enteral fluids, parenteral and enteral nutrition) and how they are to be withdrawn.
 - b. A Registered Nurse (RN) may accept verbal/telephone orders; however, another RN must witness the order by having the physician repeat the order to the second RN. **The**

RN entering the order will include the name of the second RN in the order comments, and then co-signing the receiving RN's transcription of the order.

- The treating physician and consulting physicians (if any) shall be responsible for determining the
 patient's diagnosis, prognosis and providing the patient or the patient's surrogate with the
 requisite information to enable him/her to evaluate the treatment's benefits and burdens.
- The decision to withhold or withdraw life-sustaining treatment must be substantiated by physician documentation in the progress notes, which describes the circumstances surrounding the decision to limit or withdraw care.
- 4. Physicians shall discuss a patient's Do Not Resuscitate (DNR) status with the patient and/or decision maker prior to a surgery or procedure that requires anesthesia. The discussion shall include possible temporary suspension of the DNR status during the surgery/procedure and recovery periods. The DNR status shall be reevaluated immediately after the procedure. This discussion shall be documented in the health record and an appropriate order entered into the patient's health record.
- 5. The RN/Respiratory Care Practitioner (RCP) shall follow the physician order for discontinuation of the specified treatment or device.
 - a. Every necessary procedure shall be performed to relieve the patient's suffering and to maintain the patient's hygiene and comfort in the setting of DNR and/or withholding/withdrawing treatment orders.
 - Any health care provider who objects to withholding or withdrawing life-sustaining treatment based on the individual's moral, and/or religious beliefs or affiliations should immediately report their objections to their supervisor or manager. Refer to Administrative Human Resources Policy 480, Staff Requests Not to Participate in Care.
- 6. The patient shall be the decision maker whenever possible. If the patient is incapable of making the decision, the health care providers and surrogates shall act in accordance with the patient's desires previously expressed. If a patient is incapable of making the decision because of his/her medical or mental condition, a surrogate decision-maker should be identified.
 - a. Parent or Guardian, Attorney-In-Fact, Conservator.
 - i. If patient is a minor, his/her parents or guardian must be consulted. If the patient has executed a Durable Power of Attorney for Health Care which remains valid, the designated attorney-in-fact must be consulted. If the patient is an adult for whom a conservator has been appointed with authorization to make health care decisions for the patient, the conservator must be consulted. A copy of the Durable Power of Attorney for Health Care or the certified letters of guardianship or conservatorship must be obtained and placed in the patient's medical record.
 - b. Consultations in the event of disagreement.
 - i. If the withholding or withdrawal of treatment is appropriate, but a family member or significant other disagrees, the hospital administrator on call shall be contacted and it shall be determined whether court authorization for the issuance of such an order should be sought.
 - Review if there is no surrogate decision-maker.
 - i. If the patient is incompetent, incapacitated and no surrogate decision-maker can be identified, a DNR order may be issued when the treating physician determines it is medically appropriate. It is advisable that the physician seeks a consultation before issuing the order and notifies hospital administration.
- 7. When a patient's primary physician believes that further or additional health care would constitute futile care, as defined above, the following steps should be taken:
 - a. The primary physician shall carefully explain to the patient and/or his or her representative the nature of the ailment, the available treatment options, and the patient's prognosis. The physician shall explain that in no event shall the withholding or withdrawal of health care involve a withdrawal or withholding of comfort, dignity, and psychological care and support.
 - b. The primary physician shall provide the names of appropriate medical consultants to provide independent opinions concerning the patient's diagnosis, prognosis and available treatment alternatives, if any.

- c. The support of nurses, chaplain, patient care representative, and social services shall be offered to the patient's representative(s). A joint conference or other collaborative communication between these parties and the primary physician and/or the patient or his or her representative(s) may arrange as needed.
- d. Adequate time should be given for the patient or his or her representative(s) to consider the information and situation.
- e. If the above steps are taken and the patient or his or her representative disagrees with the primary physician as to whether further or additional health care would be futile:
 - The primary physician shall cooperate with the patient or his or her representative in transferring the care of the patient to another qualified physician and/or health facility who will consent to implementation of the patient's or his or her representative's health care wishes. The responsibility for finding such an alternate physician and/or health facility shall lay with the patient or his or her representative, though the primary physician and hospital shall make reasonable efforts to assist such efforts.
 - ii. If a disagreement persists between the physician and the patient or his or her representative as to the futility of further or additional health care, and the patient cannot be transferred to another physician and/or facility, the physician and/or the hospital shall petition the court to approve or deny the proposed health care. In so doing, the physician shall consult with the Bioethics Committee, who shall in turn consult with legal counsel to ensure compliance with applicable laws and regulations. Life-sustaining treatment shall not be withdrawn when a dispute exists under this Section until the dispute is resolved by an order of the court.
- 8. Incarcerated patients: When the patient is a prisoner at a state correctional facility and the prisoner is incapable of making decisions on their behalf, the attending physician at the hospital should make an attempt to contact the primary care physician at the state correctional facility before determination can be made on withholding or withdrawing life support.
- 9. The hospital's administrator and/or risk manager shall be consulted before an order to withhold or withdraw treatment is issued whenever:
 - a. The patient's condition has resulted from an injury which appears to have been inflicted by a criminal act.
 - b. The patient's injury or condition was created or aggravated by a medical accident
 - c. The patient is pregnant.
 - d. The patient is a parent with custody or responsibility for the care and support of young children.
 - A dispute exists regarding the desires or best intentions of an incompetent patient.
 - f. No appropriate legal representative exists.

D. RELATED DOCUMENT(S):

- Administrative Human Resources Policy 480: Staff Requests Not to Participate in Care
- 2. Patient Care Services Policy: Advance Health Care Directive
- 3. Patient Care Services Policy: End of Life/Comfort Care Policy

E. FORM(S):

Pre-Hospital Do Not Resuscitate (DNR) FORM Sample

F. REFERENCES:

California Hospital Association (CHA). 2019. California Hospital Consent Manual, (46th ed.).

EMERGENCY MEDICAL SERVICES PRE-HOSPITAL DO NOT RESUSCITATE (DNR) FORM SAMPLE

An Advanced Request to Limit the Scope of Emergency Medical Care

								
1(Print Name)	requests limi	ted emergency care as herein described.						
I understand DNR means that if my heart stops beating or if I stop breathing, no medical procedure to restart breathing or heart functioning will be instituted. I understand this decision will not prevent me from obtaining other emergency medical care by pre-hospital emergency medical care personnel and/or medical care directed by a physician prior to my death. I understand I may revoke this directive at any time by destroying this form and removing any "DNR" medallions. I give permission for this information to be given to the pre-hospital emergency care providers, doctors, nurses, or other health personnel as necessary to implement this directive. I hereby agree to the "Do Not Resuscitate" (DNR) order.								
Patient/Surrogate		Date						
Surrogate's Relationship to Patient								
Witness Signature	Print Name	Date						
I affirm this directive is the expressed wish of in the patient's permanent medical record. In the event of a cardiac or respiratory arrest, n cardiotonic medications are to be initiated.		nedically appropriate, and a copy of this form is sisted ventilation, intubation, defibrillation, or						
Physician's Signature		Date						
Print Name								
Address		Phone Number						

THIS FORM WILL NOT BE ACCEPTED IF IT HAS BEEN AMENDED OR ALTERED IN ANY WAY.

PRE-HOSPITAL DNR REQUEST FORM Approved by the San Diego Medical Society P.O. Box 23581 3702 Ruffin Rd San Diego, CA 92193-3581 (619) 569-1334 White Copy: To be kept by patient Canary Copy: To be kept in Patient's permanent medical record Pink Copy: If authorized DNR medallion desired, submit this form with Medic Alert enrollment form to: Medic Alert Foundation, Turlock, CA 95381

Tri-City Medical Center		Patient Care Services			
PROCEDURE: PATIENT CLASSIFICATION (ACUITY)					
Purpose:	To provide an assessment of the care needs intensity of each patient per shift to assist in determining the appropriate staffing based on acuity and ratios				
Supportive Data:	In accordance with the rules and r	egulations of Title 22 and Joint Commission			

A. **RESPONSIBILITIES:**

- 1. Nursing Leadership or designee is responsible to ensure that licensed staff complete Patient Classifications (Acuity) for their patients on a day to day and shift by shift basis.
 - a. Each patient's classification should reflect the patient's actual care intensity and Activities of Daily Living (ADL) needs for the current shift.
- Nursing units responsible for Patient Classification include Acute Rehabilitation Unit, 1 North, 2
 Pavilion, 4 Pavilion, Intensive Care Unit (ICU), Mother Baby, Neonatal Intensive Care (NICU),
 Telemetry and Inpatient-Progressive Care Unit (PCU).
- 3. The Emergency Department and Labor & Delivery will utilize a census-based tracking form on the electronic health record and will be based on ESI acuity levels.
- 4. NICU see: Women and Newborn Services NICU: Patient Classification (Acuity) in the NICU.

B. PROCEDURE FOR THOSE UTILIZING THE CERNER POWERFORM FOR ACUITY:

- 1. The primary Registered Nurse (RN) is required to complete the acuity on the patient each shift a. There are care intensity and ADL indicators.
 - i. The care Intensity indicator is defined by minimal, moderate, high, 1:1 and 2:1 levels.
 - ii. The ADL indicator is defined by minimal, moderate and high.
 - iii. Each care intensity and ADL indicator is unit specific based on the patient population and has a weight associated to it that assists in determining the acuity of the patient.
- 2. Nursing Leadership or designee is responsible to verify that acuities are completed each shift.
- 3. Each unit shall keep a record of the staffing assignments and acuity tool.
- 4. A written staffing plan shall be developed by the administrator of nursing service or a designee, based on patient care needs determined by the patient classification system. The staffing plan shall be developed and implemented for each patient care unit and shall specify patient care requirements and the staffing levels for registered nurses and other licensed and unlicensed personnel.

C. PROCEDURE FOR THOSE UTILIZING CENSUS BASED TRACKING (EMERGENCY DEPARTMENT AND LABOR & DELIVERY):

- 1. The coder will document on the Acuity Daily Report the Emergency Department census at 0700 and 1900. The ED census is generated at midnight and can be reviewed daily. A daily The Emergency Department (ED) Activity Log is generated at 0700 for the previous 24 hours which reflects the total patients seen, Patients Left Without Treatment, ICU admissions and hospital admissions in the last 24 hours. Emergency Severity Index (ESI) acuity levels are documented in Firstnet when patients arrive to the ED by the RN. in Triage
- 2. The Labor and Delivery Nursing Leadership or designee will document on the Daily Staffing Sheet the Labor & Delivery consus at 0700 and 1900.

D. **INTER-RATER RELIABILITY PROCESS:**

 The purpose of this process is to ensure the consistency among the registered nurses in the interpretation and use of the Patient Classification (Acuity) power Tool.

Department Review	Clinical Policies & Procedures	Nursing Leadership	Medical Staff Department / Division Pharmacy & Therapeutics Committee		Medical Executive Committee Admini stration		Professional Affairs Committee	Board of Directors
11/12, 07/16, 04/20, 10/21, 09/24	12/12, 07/16, 04/20, 10/21, 02/25	12/12, 07/16, 05/20, 11/21, 03/25	n/a	n/a	4/12, n/a	05/20, 11/21. 05/25	04/13, 08/16, n/a	04/13, 08/16, 05/20, 12/21

Patient Care Services
Patient Classification (Acuity)
Page 2 of 2

- 2. Each shift the Charge Nurse or designee will complete an Aacuity Validation on patients within their department and reviewed
- 3. This information will be monitored on a monthly bi-annual basis and reported as appropriate.
 - a. Bi-Annually, each unit leader shall review 5— 15 charts for both day shift and night and validate the acuity tool based on nursing documentation and reported to nursing leadership.
- 4. The reliability of the patient classification system will be reviewed annually by a committee appointed by the Chief Nursing Officer to determine if the current acuity tool accurately measures patient care needs.
 - a. At least half of the committee members shall be registered nurses who provide direct patient care
 - b. If the committee review recommends adjustments to the patient classification system to ensure accuracy in measuring patient care needs, such adjustments will be implemented within 30 days of final determination.
 - c. A process will be determined to ensure all interested staff may provide feedback on the patient classification system and/or the staffing plan.

E. RELATED DOCUMENT(S):

Women and Newborn Services NICU: Patient Classification (Acuity) in the NICU

F. REFERENCE:

1. <u>Title 22: §70053.2. Patient Classification System</u>

Tri-City Medical Center		Patient Care Services
PROCEDURE:	POINT OF CARE TESTING COM	MPETENCY ASSESSMENT
Purpose:	To outline the mandatory Point of	Care testing personnel competency requirements.
Supportive Data:	To meet regulatory requirements,	to include but not limited to the College of
''	American Pathology Pathologist	s (CAP), the California Code of Regulations
	(CCR) and Joint Commission (JC).

A. POLICY:

- 1. Point of Care Testing (POCT) includes analytical patient tests performed outside the clinical facilities of the main laboratory. All POCT is covered under the Laboratory's Clinical Lab Improvements Amendments (CLIA) license, and is subject to the same regulations. The College of American Pathologist (CAP) personnel competency requirements for POCT includes:
 - a. Evidence testing personnel have adequate, specific training to ensure competence.
 - b. A list delineating the specific tests each POCT personnel is authorized to perform.
 - c. A documented program ensuring each person performing POCT maintains satisfactory levels of competence.
- 2. Joint Commission requires competency to be assessed using at least two (2) of the following methods per person per test:
 - a. Performance of a test on a blind specimen.
 - b. Periodic observation of routine work by the supervisor or qualified designee.
 - c. Monitoring of each user's quality control performance.
 - d. Use of written test specific to the test assessed.
- 3. Competency for waived and non-waived testing shall be evaluated upon hire, at six (6) months after hire, at twelve (12) months after hire and annually thereafter. Competency for non-waived testing shall be evaluated upon hire, semi-annually during the first year, and annually thereafter. Competency shall be reassessed at any time when problems are identified with employee performance.
- 4. The records must make it possible for the Inspector to determine what skills were assessed and how those skills were measured. Some elements of competency include, but are not limited to:
 - a. Direct observations of routine patient test performance, including, as applicable, patient identification and preparation; and specimen collection, handling, processing and testing.
 - Monitoring the recording and reporting of test results, including, as applicable, reporting critical results.
 - c. Review of intermediate test results or worksheets, quality control records, proficiency testing results, and preventative maintenance records.
 - d. Direct observation of performance of instrument maintenance and function checks, as applicable.
 - e. Assessment of test performance through testing previously analyzed specimens, internal blind testing samples or external proficiency testing samples.
 - Evaluation of problem solving skills.
- 5. For non-waived (moderate-complexity) tests, all of the above six (6) elements must be assessed by an individual who meets the legal definition of Technical Consultant Moderate Complexity Laboratory (17 CCR §1036.2). Both criteria must be met:
 - a. Licensed to perform high complexity testing in California or to practice medicine.
 - b. Two years of experience in moderate or high complexity testing in the specialty or specialties supervised.
 - c. Note:
 - The Point of Care Coordinator and select Clinical Laboratory Scientists (CLS) meet this criteria.

Department Review	Clinical Policies & Procedures	Nursing Leadership	Department of Pathology	Pharmacy & Therapeutics Committee	Medical Executive Committee	Administration	Professional Affairs Committee	Board of Directors
06/10, 06/11, 06/14, 10/17, 07/22, 10/24	04/11, 06/14, 11/17, 06/20, 08/22, 02/25	05/11, 06/14, 12/17, 07/20, 09/22, 03/25	08/14, 04/18, 09/20, 09/22, 05/25 .	n/a	n/a	10/20, 12/22, 05/25	06/11, 10/14, 04/18, n/a	06/11, 11/14, 04/18, 11/20, 12/22

- 6. For waived tests, it is not necessary to assess all **CLIA** elements at each assessment. Ongoing supervisory review is an acceptable method of assessing competency.
- Personnel will not be allowed to perform POC testing without completion of the competency requirements.

- 1. The Laboratory Medical Director authorizes personnel to perform testing. Authorization is determined by job description and is specific to nursing unit and job title. Refer to the Laboratory Point of Care Coordinator and Quality Management Manual for any clarification.
- 2. Evidence of training and competency shall be documented and records shall be maintained in the Employee file.
- 3. Management is responsible to ensure all testing personnel within their department have completed the required competencies.
- 4. If an individual fails to complete competency assessment by the due date, they will not be allowed to perform POCT testing until the competency is completed.

C. FORM(S):

1. Point of Care Competency Assignments Summary by —Job Description

D. REFERENCE(S):

- College of American Pathology Pathologists. (20192023) Point of Care Testing Checklist.
 Northwood, IL.
- 2. e-dition.jcrinc.com WT.03.01.01. Retrieved on May 11, 2011.
- 3. The Joint Commission (20252017). Hospital Accreditation Standards. Illinois: Joint Commission Resources.

Tri-City Me	edical Center	Patient Care Services
PROCEDURE:	PRONOUNCEMENT OF DEATH	·
Purpose:	To outline the appropriate steps in	pronouncement of death.

A. **DEFINITION(S)**:

- 1. Authorized Registered Nurse (RN): The RN who has been instructed on criteria for pronouncement of death who has successfully completed two (2) pronouncements of death in the presence of another authorized RN.
 - a. Generally, -Clinical Nurse Leaders or Administrative Supervisors (AS).
- 2. Death: Determined by the absence of a patient's neurological, circulatory, and respiratory function.

B. **POLICY**:

- 1. The primary RNnurse must notify the patient's attending physician and consulting Physicians (i.e., surgeon) of patient's death.
 - a. It is the responsibility of the attending physician or designee to notify the patient's next of kin when the patient has died.
 - a.b. In cases where the patient death was anticipated, such as a patient with Comfort Care or Do Not Resuscitate (DNR) or Allow Natural Death orders, the primary RN, RN Clinical Leader or AS may notify the patient's next of kin.
- 2. An authorized RN may pronounce the patient based on a telephone or written order from the attending physician.
 - The authorized RN shall not be the patient's primary RN.
- 3. An authorized RN may pronounce death for patients with a Do Not Resuscitate (DNR) or Allow Natural Death order in all nursing units with the exception of Neonatal Intensive Care Unit (NICU) and the Emergency Department (ED).
 - a. NICU patients may only be pronounced by physicians with NICU privileges.
- 4. The Emergency physician or attending physician shall pronounce full code patients.
 - a. The physician needs to determine when to stop resuscitation measures and pronounce death.

C. PROCEDURE:

- 1. Verify written physician order to pronounce.
- 2. Assess the patient noting the absence of the following:
 - a. Reaction of pupillary response to light
 - b. Apical heart sounds/rate by auscultation for one minute
 - Respirations by visual examination and auscultation for one minute
- 3. Document the date and time of pronouncement in the Pronouncement Note in the electronic health record.

D. **FORM(S)**:

1. Initial Pronouncement of Death Verification

Department Review	Clinical Policies & Procedures Committee	Nursing Leadership	Medical Staff Department/ Division	Pharmacy & Therapeutics Committee	Medical Executive Committee	Admini stration	Professional Affairs Committee	Board of Directors
02/12, 10/17, 12/21 , 02/25	09/12, 05/18, 04/22 , 02/25	09/12, 05/18, 05/22 , 03/25	n/a	n/a	10/12, 06/18, 05/22, 04/25	06/22, 05/25	11/12, 07/18, n/a	12/12, 07/18, 06/22

Tri-City Medical Center		Patient Care Services		
PROCEDURE: UNIVERSAL BLOOD SATURATION S HEART DISEASE (CCHD)			REENING FOR CRITICAL CONGENITAL	
Purpose:	To provide guidelines for univers discharged from Tri-City Medica	l Center	RETIRE – no longer performed with the suspension of Women	
Supportive Data:	Association (AHA) state: "Routin newborns after 24 hours of life, I	ademy of ne pulse of but before ed after 24	Pediatrics (AAP) and American Heart ximetry performed on asymptomatic hospital discharge may detect CCHD. Hours in hospitals with on-site pediatric	
Equipment:	Pulse Oximeter	-		

- Prior to starting the test provide written and verbal education on Critical Congenital Heart Disease (CCHD) screening to the parent(s).
- Infants will be screened after 24 hours of age or as close to discharge as possible for newborns who will be discharged early.
- 3. Screenings should be completed when the infant is awake, quiet and calm.
 - a. If the infant is under phototherapy lights, he/she-needs to be removed for the duration of the screening.
- 4. Pre-ductal and post-ductal saturations will be taken on the right hand and on either foot. They can be conducted separately or simultaneously.
- To confirm an accurate reading, the pulse eximeter will be observed for a PI value (confidence index) that is equal to or above 1, or for color-coded equipment, green lights should be observed.
- 6. Reusable pulse eximetry probes are to be placed in the designated container in the soiled utility room.
- 7. If a parent refuses a CCHD screening, have the parent read and sign the refusal form for Newborn Oxygen Saturation Screening for CCHD, document the refusal in the Electronic Health Record (EHR) and notify the provider.
- In NICU, the test will be performed at 24-48 hours of life unless an Echocardiogram is performed, the infant has received oxygen within the last 12 hours or at the discretion of the neonatologist.

B. RESULT INTERPRETATION:

- 1. Pass: Pulse eximetry saturations are equal to, or greater than, 95% in both extremities with less than or equal to 3% difference between the reading from the right hand and from either foot.
- Fail: Notify the provider for the following:
 - a. Any pulse eximetry saturation level less than 90% in any extremity
 - b. Three consecutive pulse eximetry saturation levels:
 - i. Of 90%-94% in any extremity
 - ii. Or a greater than 3% difference between the two readings
- Rescreen Criteria: If the oxygen saturations are 90%-94% in both the hand and foot or there is a
 greater than 3% difference perform a second screening in one hour.
 - be required unless signs or symptoms of CCHD are present. If the exygen saturation levels do not meet the pass criteria a second time, repeat the screen a third time in one hour.

Patient Care Services Expert	Clinical Policles & Procedures Committee	Nursing Leadership	Department of Pediatrics	Pharmacy & Therapeutics Committee	Interdis ciplinary Committee	Medical Executive Committee	Admini stration	Professiona I Affairs Committee	Board of Directors
06/12, 07/13, 06/18, 06/22, 08/24	07/12, 07/13, 4/15, 09/18, 07/22, 02/25	08/12, 7/13, 4/15, 11/18, 08/22, 03/25	05/15, 02/19, 11/22	05/15, 03/19, n/a	09/12, 09/13, 09/15, 04/19, n/a	09/15, 07/19, 01/23, 04/25	08/19, 02/23, 05/25	09/12,10/13, 10/15, n/a	09/12, 10/13, 10/15, 08/19, 02/23

 Upon third screening: If the newborn meets the pass criteria, no additional evaluation will be required unless signs or symptoms of CCHD are present. If the exygen saturation levels do not meet the pass criteria a third time, contact the provider.

C. DOCUMENT:

- Verbal and written education given and verbal understanding of the parent(s)
- Results of screening
 - a. Pulse oximetry reading of both the pre-ductal and post-ductal levels
 - b. Location of pre-ductal and post-ductal
 - c. CCHD result: pass, fail or repeat
 - If parent or guardian refused the screening
 - Reason screening not completed, if indicated

D. FORM(S):

- Parental Refusal of Screening for Critical Congenital Heart Disease 7400-1069 English Sample
- Parental Refusal of Screening for Critical Congenital Heart Disease 7400-1071 Spanish Sample

E. RELATED DOCUMENT(S):

Newborn CCHD Pulse Oximetry Screening Algorithm

F. REFERENCE(S):

- Advances in Neonatal Care, (2012), A Nurse-Driven Algorithm to Screen Congenital Heart Defects in Asymptomatic Newborns.
- American Academy of Pediatrics, (2012), Endorsement of Health and Human Services
 Recommendation for Pulse Oximetry Screening for Critical Congenital Heart Disease,
 Pediatrics, 129, 190-192.
- American Academy of Pediatrics, (2013), Oxygen Saturation Nomogram in Newborns Screened for Critical Congenital Heart Disease; 131, e 1803-1810.
- American Academy of Pediatrics, (2013), Strategies for Implementing Screening for Critical Congenital Heart Disease, Pediatrics, 128, e1259-e1267.
- Congenital Heart Disease Screening Program Toolkit, A Toolkit for Implementing Screening, 4th edition, Children's National Health System, 2013.
- Hoffman J. I. E. (2011). It's time for routine neonatal screening by pulse eximetry. Neonatology. 99, 1-9.
- Kemper AR, Mahle WT, Martin GR, Cooley WC, Kumar P, Morrow WR, Kelm K, Pearson GD, Glidewell J, Grosse SD, Lloyd-Puryear M, Howell RR. Strategies for Implementing Screening for Critical Congenital Heart Disease. *Pediatrics*. 2011; 128: e1-e8
- Center for Disease Control and Prevention: Morbidity and Mortality Weekly Report June 19, 2015, Vol. 64 No.23, State Legislation, Regulations, and Hospital Guidelines for Newborn Screening for Critical Congenital Heart Defects United States, 2011-2014.

SAMPLE

Parental Refusal of Newborn Screening for Critical Congenital Heart Disease

By signing this form, I understand that I am choosing NOT to have my child receive newborn screening for Critical Congenital Heart Disease (heart defects). The method of testing for CCHD is with pulse oximetry. Pulse oximetry is a simple and painless test that measures how much oxygen is in the blood. The screening does not detect all heart defects, but combined with physical examination, pulse oximetry can be an important indicator of heart problems in newborns.

REFUSAL OF SCREENING:

• I, as an individual and as parent or guardian of the child named below, choose not to have my child receive a non-invasive, point of care screening for Critical Congenital Heart Disease (heart defects).

I, as an individual and as the parent or guardian of the infant named below, understand that:

Choosing not to have my newborn screened for heritable and treatment if she or he has a disease that can be detected by	
•	Initial here:
Delayed treatment for diseases detected by newborn screpermanent damage, which may include profound neurological failure, and/or death.	al or developmental delay, growth failure, organ
	Initial here:
I, as an individual and as parent and guardian of the child detectable by newborn screening may cause permanent hea which may not appear until several days, weeks, or months a	Ith problems prior to the onset of symptoms, after birth.
	Initial here:
Release of Hospital from Liability: I, as an individual a below, hereby release Tri-City Medical Center and its employ may result from my refusal of CCHD screening for my child.	vees and agents for any injury or ill effects which
	Initial here:
Parent or guardian signature	Date / Time
Parent or guardian printed name	Date / Time
Relationship to child	
(B)	Affix Patient Label
Tri-City Medical Center	
4002 Vista Way • Oceanside • CA • 92056	



PARENTAL REFUSAL

SAMPLE Rehúso de los Padres - Examen de Enfermedad Cardíaca Congénita Crítica para Recién Nacidos

Comprendo que, al firmar este formulario, estoy eligiendo REHUSAR a que mi criatura reciba un examen para detectar en los recién nacidos defectos del corazón, o lo que se llama Enfermedad Cardíaca Congénita Crítica (CCHD por sus siglas en inglés). El método que se utiliza para el examen de CCHD es la oximetría de pulso. La oximetría de pulso es un examen sencillo sin dolor que mide cuánto oxígeno hay en la sangre. El examen no detecta todos los defectos cardíacos (del corazón) pero en combinación con el examen físico, la oximetría de pulso puede ser un indicador importante de problemas del corazón en los recién nacidos.

REHÚSO AL EXAMEN:

Yo, como individuo y como padre/madre o guardián de la criatura nombrada abajo, elijo que mi criatura no reciba un examen no invasivo de diagnóstico inmediato para detectar la Enfermedad Cardíaca Congénita Critica (defectos del corazón).

Yo, como individuo y como padre/madre o guardián del infar	ite nombrado abajo, comprendo que:
Elegir que no examinen a mi recién nacido para detectar tras resultar en que se retrase el tratamiento si él o ella tuviera un examen para los recién nacidos.	
	Iniciales aquí:
Retrasar el tratamiento para enfermedades detectables p nacidos podría resultar en que mi criatura sufriera daño pern neurológicos o del desarrollo, falla en el crecimiento, insufici	nanente, que podría incluir retrasos severos
	Iniciales aquí:
Yo, como individuo y como padre/madre o guardián de la las enfermedades que son detectables por medio del exame problemas de salud permanentes antes de que aparezcan lo varios días, semanas, o meses después del nacimiento.	n para los recién nacidos pueden ocasionar os síntomas, los cuales pudieran aparecer hasta
	Iniciales aquí:
Liberación de Responsabilidad del Hospital: Yo, como inc criatura nombrada abajo, por la presente libero a Tri-City Me cualquier lesión o efectos nocivos que pudieran resultar de r para mi criatura.	dical Center y a sus empleados y agentes de
para ini onatara.	Iniciales aquí:
Firma del Padre/Madre o guardián	Fecha / Hora
Imprima el nombre del Padre/Madre o guardián	Fecha / Hora
Relación con la criatura	
(()	Affix Patient Label
Tri-City Medical Center	
4002 Vista Way • Oceanside • CA • 92056	



PARENTAL REFUSAL (REHÚSO DE LOS PADRES)

Tri-City Medical	Center	Cardiac Catheterization Lab		
PROCEDURE:	AUTOMATIC IMPLANTABLE	CARIOVERTER-DEFIBRILLATOR (AICD) CHECK		
Purpose:	Outline procedural steps for AICD Check			
Equipment:		dundant back up to include NIBP, 02 sat probe, EKG, rillator available in department; ,R2 pads, ambutor		
Issue Date:	06/04			

- The patient arrives to the cath lab via gurney. The chart is checked for consents, pre-op meds, blood work and EKG.
- 2. Timeout identification of the patient is verified by confirming patient name, number and birth date verbally and by checking the patient's wristband.
- 3. The patient's gown is unbuttoned; Electrodes and EKG leads are hooked-up, blood pressure cuff and oxygen saturation monitor is applied.
- 4. Apply defib (R2) pads according to the product user instructions, set joules to physician's preference.
- 5. Apply an ETC02 nasal cannula, have ambu-bag available.
- 6. The Registered Nurse (RN) is responsible for patient comfort, checking vitals, verifying patent intravenous access (IV), administering medications and IV fluids per physician's orders.
- 7. The monitor technician is responsible for accurately monitoring the procedure and assisting in airway management, defibrillation and cardiopulmonary resuscitation (CPR) when necessary.
- 8. Anesthesia or RN administers sedation when physician indicates the device is ready and after communication to vendor proper shock parameters.
- 9. Device is tested two times with staff member, RN or cath lab technician -as backup if device fails to convert rhythm.
- 10. End of procedure.

Cardiac Catheterization Lab Review	Division of Cardiology	Pharmacy & Therapeutics Committee	Medical Executive Committee	Administration	Professional Affairs Committee	Board of Directors
06/04; 06/05; 03/09, 09/18, 05/20, 02/25	04/22 , 04/25	n/a	04/22, 04/25	05/22 , 05/25	n/a	08/11 05/22

Tri-City Medical Center		Cardiac Catheterization Lab		
PROCEDURE: ARTERIAL SHEATH REMO		OVAL		
Purpose:	To remove an arterial sheath post cardiac catheterization. To be performed by CC staff that have been properly trained in the procedure of arterial sheath removal. (Registered Nurse, Cardiovascular technicians, Cath Lab-Rad Tech, and Angiotech II.)			
Supportive Data:	None			
Equipment	Sterile gloves, 10 ml empty sy	yringe. Sterile 4 x 4's and tape.		
Issue Date	05/05			

- 1. Hook up and monitor patient's blood pressure at 5 minute intervals and EKG tracing.
- 2. Explain the procedure to the patient.
- 3. Don gloves.
- 4. If ACT is 160 or below, proceed with arterial sheath removal.
- 5. Aspirate approximately 5 ml from the arterial sheath side port.
- 6. Palpate artery above the sheath site.
- 7. Simultaneously pull arterial sheath out and firmly apply pressure with the other hand so there is no bleeding from arterial puncture site and no hematoma distal to site.
- 8. Apply firm pressure for 20 minutes.
- 9. Lift pressure and check for oozing and/or profuse bleeding.
- 10. If hemostatis has not been achieved, hold firm pressure for another 10 minutes until hemostatis is achieved.
- 11. Repeat step # 9 and call MD if hemostatis is not achieved.
- 12. Check distal pulses.
- 13. Dress wound.

Cardiac Catheterization Lab Review/Revise	Division of Cardiology	Pharmacy & Therapeutics Committee	Medical Executive Committee	Administration	Professional Affairs Committee	Board of Directors
05/05, 03/09,08/11, 05/20, 02/25	06/21, 04/25	n/a	07/21, 04 /25	08/21, 05/25	n/a	08/11, 08/21



CARDIAC CATH LAB

ISSUE DATE:

NEW

SUBJECT:

Cardiac Cath Lab On Call

Coverage

REVISION DATE:

Cardiac Cath Lab Content Expert Approval:

08/24

Department of Cardiology Approval:

n/a

Pharmacy & Therapeutics Committee Approval:

Medical Executive Committee Approval:

n/a n/a

Administrative Approval:

05/25

Professional Affairs Committee Approval:

n/a

Board of Directors Approval:

A. **PURPOSE:**

To establish a system for providing staffing after hours for urgent/emergent procedural cases in the Cardiac Catherization Laboratory (CCL).

B. **WEEKDAY CALL COVERAGE:**

- CCL Coverage (three four staff on-call)
 - Monday Friday 1530 0700 hours
 - 1 RN i.
 - ii. **1 RT**
 - iii. Combination of RN, RT or CVT (4 Staff Team) or 1 Additional staff member RN, CVT, or RT (3 Staff Team)

C. **WEEKEND/HOLIDAY COVERAGE:**

- CCL coverage (three four staff on-call)
 - Saturday and Sunday 0700 0700 hours: а
 - 1 RN i.
 - ii. 1_{RT}
 - 1 RT or RN or 2 RT or 1 RN/1 RT iii.

D. **ON CALL REQUIREMENTS:**

- Procedural areas calls are calculated by the number of FTE and divided by the number of days in the month, (Example 3 staff required per day for month of June, number of call opportunities is 90 shifts of on call- If the department has 9 FTE - then total required days will be 10)
 - Benefited staff shall take weekday calls and two (2) weekend calls depending on staffing a.
 - Weekend call consists of 1 Friday, 1 Saturday and 1 Sunday i.
 - Staff will be in the department ready to accept patients within 30 minutes. ii.
 - In the event that procedural area staffing levels decrease, due to open iii. positions, PTO, or staff on leave, the amount of call required may increase from the stated above.
 - Holidays are divided into Summer and Winter holidays (all holidays are three-day iv. weekends).
 - Summer holidays consist of Independence Day, Memorial Day, and 1) Labor Dav.
 - Winter holidays consist Thanksgiving Day, Christmas Day and New 2) Year's Day
 - Non-Benefited staff b.

- On call shift requirements for non-benefited (per diem) staff:
 - 1) Scheduled shifts do not include call shifts. A total of 4 call shifts are assigned in addition to scheduled shifts.
 - a) 1 weekend Friday Sunday and 1 weekday
 - b) Must take one winter or summer holiday weekend.

E. CALL ASSINGMENT:

- Weekday and Weekend Call
 - A rotation list for the next schedule will be available on the second Friday of the current schedule
 - b. The first person on the list will be first to choose their shift; the second person will have second choice, etc.
 - c. The person at the top of the list will be placed at the bottom of the list on the next schedule.
 - d. The number of nights each person chooses will vary depending upon the number of staff in the rotation.
- Holiday Call
 - a. Each staff member will take two (2) holiday shifts, one (1) Summer weekend and one (1) Winter weekend
 - b. If all Holidays are not covered the following will ensure:
 - i. Staff who have not taken their Holiday Commitment will be assigned
 - ii. Volunteers
 - iii. Selection by least seniority and rotated
 - c. Holidays will rotate annually for each employee. For example, if an employee was assigned Thanksgiving the previous year, he/she would rotate to Christmas this year, then New Years the following year.
 - i. When new personnel are added to the call schedule they would be placed in the holiday slot that was vacant and would begin their rotation within that holiday shift based on terms of employment.
 - d. If the holiday falls on a Wednesday, the holiday personnel are not required to cover the weekend. (Example Christmas Day falls on a Wednesday staff are only required to cover Christmas day only). If the holiday falls on Mon, Tues, Thurs and Fri, personnel are required to cover the entire weekend. (Example Independence Day falls on a Thursday Holiday weekend call coverage will begin on Thursday thru Sunday)
 - e. Those personnel covering a holiday weekend will count this as a part of their weekend rotation. Those personnel covering a holiday during the week will count this as a part of their weekday rotation.
 - f. If individuals wish to trade their holidays they must submit the trade in writing to Management
 - g. The holiday call applies to benefited and non-benefited staff, equally.
 - h. Volunteers can be accepted if the entire team volunteers for Holiday call assignments

F. CALL COVERAGE PROCEDURE:

- If arrangements have been made with a coworker to cover any part of the call time, it is the
 responsibility of the staff member giving away the call time to communicate this to
 Management and submit a change of shift form. The call sheet shall be updated by
 Management.
- 2. It is the responsibility of the staff taking the call shift to update private branch exchange (PBX) with the on-call changes
- 3. In the event a call position is left unfilled due to illness, the Charge Nurse or Management will attempt to secure coverage of the shift by another staff member. If this cannot be done, the coverage will be covered as follows:

Patient Care Services Procedural area On Call Coverage Page 3 of 3

- a. Volunteers
- b. Staff with the least amount of call will be assigned
 - i. If all staff have the same amount of call then on call will be rotated by least seniority

G. PROCEDURE FOR CALLING IN THE "ON CALL" NURSES:

- 1. PBX is responsible to call in the entire on call team
- 2. Physicians requesting for procedural off hours will contact PBX

Tri-City Medic	cal Center	Cardiac Catheterization Lab				
PROCEDURE:	ELECTROPHYSIOLOGY S	TUDY				
Purpose:	To outline a procedure to be followed with all patients having an EP Study, which a physician's order is required.					
Supportive Data: None						
Equipment	Claris Workstations; 12 lead pressure machine; Defibrilla 500 ml; Lidocaine1%; Steri diagnostic and ablation cath	olifier, Velocity Amplifier, Ampere Ablator, Ensite and I EKG machine; Pulse oximeter; Automatic blood ator; Prepackaged cath tray; Heparinized saline solution le gloves for physician and scrub technician; Sheaths, leters (chosen by Physician); Zoll stat pads; Electrodes; equipment to include, NIBP, EKG, 02 sat probe, and artment.				
Issue Date:	06/97					

- 1. Staff greets the patient. Introductions are made and any questions are answered. The chart is checked for consents, pre-op meds, blood work and EKG.
- 2. The patient is delivered to the cath lab via a gurney.
- 3. The patient is positioned on radiologic table.
- 4. The patient's gown is removed, blood pressure cuff and oxygen SAT is applied.
- Apply electrodes for regular leads for 12 lead ECG Cardiolab II Plus amplifier and Zoll defibrillator.
- 6. Apply defib and mapping pads according to diagram and instructions on the back of the packages.
- 7. The scrub tech puts on lead apron, x-ray badge, hat, mask, eye protection, and then proceeds with sterile scrub procedure.
- 8. A staff member will prep both groins according to department policy.
- 9. After the sterile scrub, the scrub technician dries hands with a sterile towel. A sterile gown and gloves are put on and then the scrub technician assists physician with theirs.
- 10. A sterile drape is applied in the usual manner, exposing the sterile sites.
- 11. The scrub technician assists the physician with the insertion of wires, sheaths, pacing, diagnostic and ablation catheters.
- 12. The RN is responsible for patient comfort, checking vitals and administering medication. The RN checks for patent IV and that the crash cart and emergency resuscitation equipment is in working order.
- 13. The RN will need to have on hand vials of Valium, Versed, Lidocaine and Romazicon.
- 14. The circulating/monitoring technician responsibilities include documentation of the procedure, the use and knowledge of the defibrillator, management of airway and CPR if necessary.
- 15. The monitor technician is responsible for assisting the physician with set-up and troubleshooting of all EP equipment.

B. ROOM SET-UP:

- 1. Turn on Velocity Amplifier and EP-4 Stimulator.
- 2. Turn on Claris Amplifier and Ampere Ablator.
- 3. Turn on Ensite and Claris workstations.
- 4. Set up remote mapping monitor at the base of the radiologic table.
- 5. Start a new case in both Claris and Ensite workstations. Input patient identifying information along with patient height and weight.
- 6. Attach 12-lead to patient.
- 7. Check to make sure both amplifiers and EP-4 are on.

Cardiac Catheterization Lab Review	Division of Cardiology	Pharmacy & Therapeutics Committee	Medical Executive Committee	Administration	Professional Affairs Committee	Board of Directors
10/00; 04/03; 06/05; 04/09; 9/12, 05/20, 02/25	04/22 , 04/25	n/a	04/22 , 04/25	05/22 , 05/25	n/a	08/11, 05/22

Cardiac Catheterization Lab Electrophysiology Study Page 2 of 2

- 8. The patient is connected to the 12-lead EKG machine -and a baseline ECG is taken to insure proper placement and a clean diagnostic trace is produced.
- After placement of the sheaths and appropriate location of diagnostic catheters, the pins are
 positioned in the junction cable, which is secured to the drape and the other end is passed off to
 be plugged into the PIIB.
- 10. Assign the intracardiac leads according to physician's orders. Use the size and limiter functions to achieve the desirable tracing for visualizing atrial, ventricular and His' signals.
- 11. Recordings will be made per physician's orders on the Claris Workstation. .
- 12. Completion of procedure, catheters and sheaths are pulled. Pressure is held and pressure bandage is applied. Patient is transported via gurney with monitor to room.
- 13. After case, close and save study.

Tri-City Med	ical Center	Cardiac Catheterization Lab					
PROCEDURE:	SCRUB PERSON – SET UP						
Purpose:	To establish set guidelines for total responsibilities of scrub person. All personnel will comply with the standards set forth and understand what is expected of them while they are scrubbed.						
Supportive Data:	None						
Equipment	None						
Issue Date	ate 07/97						

- 1. Perform surgical hand scrub according to Hospital policy.
- 2. Put on sterile gown and don sterile gloves. Circulator will tie the back. (See Patient Care Services Procedure: Gowning and Gloving...
- 3. Drape x-ray handle, control panel, image intensifier and light with sterile bags.
- 4. Drape patient.
- 5. Connect and flush all tubing to transducer, contrast and flush solution.
- 6. Check for correct supplies on table. (i.e. Catheters, sheaths)
- 7. Hand physician sterile towel to dry hands. Follow Patient Care Services Procedure: Gowning and Gloving-.
- 8. Follow physician instructions. Scrub tech is responsible for flushing all sheaths, catheters and needles during procedure and wiping all wires. Scrub tech is responsible for assisting physician with wire, catheter insertions and removal.
- 9. State total amount of contrast administered to monitor person.
- 10. With gloves on, discard used supplies in appropriate containers.
- 11. Collect reusable equipment, rinse in basin, drain, wrap in towel or place in clear plastic back and place in plastic white bin for decontamination. Take down to SPD.

B. **PRECAUTIONS**:

 Sterility is of vital importance. When in doubt, throw it out. Personal protective equipment is mandatory and will be worn. Radiation protection equipment is available and always used during cine and fluoro procedures.

C. RELATED DOCUMENT(S):

1. Patient Care Services Procedure: Gowning and Gloving

Cardiac Catheterization Lab Review/Revise	Division of Cardiology	Pharmacy & Therapeutics Committee	Medical Executive Committee	Administration	Professional Affairs Committee	Board of Directors
10/00; 04/03; 06/05; 01/09; 09/12, 05/20, 02/25	06/21, 04/25	n/a	07/21, 04/25	08/21 , 05/25	n/n	08/11, 08/21

Tri-City Medica	al Center	Cardiac Catheterization Lab							
PROCEDURE: SET UP FOR STERILE TABLE FOR HEART CATH									
Purpose: To ensure	uniform setup for all sterile table	S							
Supportive Data:	None								
Equipment									
	One sterile disposable Cath L								
	Three pair of surgeons gloves								
	One sterile towel pack	-							
	Two bags Heparin sodium so bag, 2 units/ml);	ution (1,000 units in 0.9% sodium chloride 500ml							
	One/Two sheath introducer se performed;	et-French size determined by procedure being							
	1% Lidocaine 10mg/ml; cathe	ters for procedure being performed.							
Issue Date:	05/88								

- 1. Table is wiped with disinfectant and allowed to dry for manufacturer's recommended time.
- 2. Perform surgical hand scrub according to hospital policy
- 3. Scrub person will don sterile gloves, hat and mask to organize table
- 4. CCL pack is opened in sterile fashion and draped over the table.
- Equipment is added in a sterile manner.
- 6. All bowls, syringes and cups will be labeled with medication concentration/strength
 - a. Add 1 bag of heparinized saline solution (500ml) to labeled Large Basin.
 - b. Add 1 bag of heparinized saline solution (500ml) to labeled Small Basin
 - c. 10ml 1% Lidocaine to labeled cup
- 7. All sheaths, catheters, vascular access needles and wires will be wiped down and flushed with Heparinized saline solution.
- 8. Lidocaine to be drawn up in 2-10 ml syringes, 1 with a 21 gauge needle and the second with a 25 gauge needle
- 9. Verify all connections on the manifold assembly are tight (heart Cath)
- 10. Hand off fluid lines (sterile) to be spiked with contrast and Heparinized saline solution (2u/ml) Drape x-ray handle, lead shield, control panel with sterile bags

Cardiac Catheterization Lab Review	Division of Cardiology	Pharmacy & Therapeutics Committee	Medical Executive Committee	Administration	Professional Affairs Committee	Board of Directors	
06/97; 10/00; 04/03, 06/05, 01/09; 09/12, 05/20, 02/25	04/22, 04/25	n/a	04/22, 04/25	05/22, 05/25	n/a	08/11, 05/22	

Tri-City Med	ical Center	Cardiac Catheterization Lab					
PROCEDURE:	TEMPORARY PACEMAKER	ELECTRODE REMOVAL					
Purpose:	physician's orders. To be per	a temporary pacemaker electrode, which requires a formed by Cardiac Catheterization Lab (CCL) (RN), Cardiovascular Technician (CVT), or Cath Laband competence is validated.					
Equipment Suture removal kit (PRN) Sterile dressing, chloraprep							
Issue Date:	05/87						

- 1. Verify order and explain procedure to patient after identifying patient.
- 2. Place patient in supine position.
- 3. Remove dressing, clean site using the chlora-prep solution.
- Remove sutures.
- 5. Aspirate approximately 5 ml of blood and saline from venous side port.
- 6. Make sure the balloon is deflated (if present).
- 7. Observe monitor for any arrhythmias.
- 8. Grasp electrodes at insertion site and withdraw in a smooth and steady fashion. If resistance is met, stop procedure, apply a sterile dressing and notify the physician
- 9. After electrode removal, apply pressure distal to puncture site for 5 minutes or until hemostasis is achieved.
 - a. NOTE: Remove sheath with electrode when applicable.
- 10. Apply sterile dressing.
- 11. Record in McKesson Procedure Record.

Cardiac Catheterization Lab Review	Division of Cardiology	Pharmacy & Therapeutics Committee	Medical Executive Committee	Administration	Professional Affairs Committee	Board of Directors
06/97; 10/00; 04/03; 05/05; 08/09; 09/12, 05/20 , 02/25	04/22, 04/25	n/a	04/22 , 04/25	05/22, 05/2 5	n/a	05/22

Tri-City Medical	Center	Cardiac Catheterization Lab					
PROCEDURE:	VENOUS SHEATH REMOVA	L					
Purpose:	To remove a venous sheath post cardiac catheterization. To be performed by members of the Cardiac Cath Lab team that have been educated in the procedure of venous sheath removal.						
Supportive Data:	The Cardiac Catheterization F	landbook, 2016, Drs. Kern, Sorajja, Lim					
Equipment	Sterile gloves Sterile 4 x 4's tegaderm 10 mL syringe personal protective equipmen	≈					
Issue Date:	04/88						

- 1. Explain the procedure to the patient.
- 2. ACT requirement is per physician preference.
- Don gloves.
- 4. Aspirate approximately five (5) mL from venous side port.
- 5. Grasp the sheath and remove it from the vein using slow, steady motion.
- 6. Immediately press firmly below the site and maintain firm pressure for ten (10-) minutes.
- 7. After ten (10) minutes, check the site for bleeding
- 8. If bleeding not contained, hold pressure another five (5) minutes.
- 9. When bleeding contained, check for hematoma, notify physician if hematoma is present.
- 10. Apply a folded sterile 4 x 4 and tegaderm.
- 11. Palpate distal pulse to assure adequate circulation.
- 12. Precautions:
 - a. Instruct the patient to stay in bed at least 2 hours to prevent bleeding at the site of puncture. Notify the physician for any active bleeding or hematoma formation.

Cardiac Catheterization Lab Review	Division of Cardiology	Pharmacy & Therapeutics Committee	Medical Executive Committee	Administration	Professional Affairs Committee	Board of Directors
06/97; 10/00; 04/03; 06/05; 08/09, 9/12, 05/20 , 02/25	04/22 , 04/25	n/a	04/22, 04/25	05/22, 05/25	n/a	05/22



INTERVENTIONAL RADIOLOGY

ISSUE DATE: NEW SUBJECT: Interventional Radiology On Call

Coverage

REVISION DATE:

Interventional Radiology Content Expert Approval: 08/24
Department of Radiology Approval: n/a
Pharmacy & Therapeutics Committee Approval: n/a
Medical Executive Committee Approval: n/a
Administrative Approval: 05/25

Board of Directors Approval:

A. PURPOSE:

To establish a system for providing staffing after hours for urgent/emergent procedural cases in Interventional Radiology (IR).

n/a

B. WEEKDAY CALL COVERAGE:

Professional Affairs Committee Approval:

- 1. IR Coverage (three staff on-call)
 - a. Monday Friday 1800- 0700
 - i. 1 Registered Nurse (RN)
 - ii. 1 Radiology Technician (RT)
 - iii. 1 RT or RN

C. WEEKEND/HOLIDAY COVERAGE:

- 1. IR coverage (three staff on-call)
 - a. Saturday and Sunday 0700 0700 hours:
 - i. 1 RN
 - ii. 1RT
 - iii. 1 RT or RN

D. ON CALL REQUIREMENTS:

- 1. Procedural areas calls are calculated by the number of FTE and divided by the number of days in the month. (Example 3 staff required per day for month of June, number of call opportunities is 90 shifts of on call- If the department has 9 FTE then total required days will be 10)
 - a. Benefited staff shall take weekday calls and weekend call depending on staffing
 - i. Weekend call consists of 1 Friday, 1 Saturday and 1 Sunday depending on staffing levels.
 - ii. Staff will be in the department ready to accept patients within 30 minutes.
 - iii. In the event that procedural area staffing levels decrease, due to open positions, PTO, or staff on leave, the amount of call required may increase from the stated above.
 - iv. Holidays are divided into Summer and Winter holidays (all holidays are three-day weekends).
 - Summer holidays consist of Independence Day, Memorial Day, and Labor Day.
 - Winter holidays consist Thanksgiving Day, Christmas Day and New Year's Day
 - b. Non-Benefited staff

- i. On call shift requirements for non-benefited (per diem) staff:
 - 1) Scheduled shifts do not include call shifts. A total of 4 call shifts are assigned in addition to scheduled shifts.
 - a) 1 weekend Friday Sunday and 1 weekday
 - b) Must take one winter or summer holiday weekend.

E. CALL ASSINGMENT:

- Weekday and Weekend Call
 - a. A rotation list for the next schedule will be available on the second Friday of the current schedule.
 - b. The first person on the list will be first to choose their shift; the second person will have second choice, etc.
 - c. The person at the top of the list will be placed at the bottom of the list on the next schedule.
 - d. The number of nights each person chooses will vary depending upon the number of staff in the rotation.
- 2. Holiday Call
 - a. Each staff member will take two (2) holiday shifts, one (1) Summer weekend and one (1) Winter weekend
 - b. If all Holidays are not covered the following will ensue:
 - i. Staff who have not taken their Holiday Commitment will be assigned
 - ii. Volunteers
 - iii. Selection by least seniority and rotated
 - c. Holidays will rotate annually for each employee. For example, if an employee was assigned Thanksgiving the previous year, he/she would rotate to Christmas this year, then New Years the following year.
 - When new personnel are added to the call schedule they would be placed in the holiday slot that was vacant and would begin their rotation within that holiday shift based on terms of employment.
 - d. If the holiday falls on a Wednesday, the holiday personnel are not required to cover the weekend. (Example Christmas Day falls on a Wednesday staff are only required to cover Christmas day only). If the holiday falls on Mon, Tues, Thurs and Fri, personnel are required to cover the entire weekend. (Example Independence Day falls on a Thursday Holiday weekend call coverage will begin on Thursday thru Sunday)
 - e. Those personnel covering a holiday weekend will count this as a part of their weekend rotation. Those personnel covering a holiday during the week will count this as a part of their weekday rotation.
 - f. If individuals wish to trade their holidays they must submit the trade in writing to Management
 - g. The holiday call applies to benefited and non-benefited staff, equally.
 - h. Volunteers can be accepted if the entire team volunteers for Holiday call assignments.

F. CALL COVERAGE PROCEDURE:

- If arrangements have been made with a coworker to cover any part of the call time, it is the
 responsibility of the staff member giving away the call time to communicate this to
 Management and submit a change of shift form. The call sheet shall be updated by
 Management.
- 2. It is the responsibility of the staff taking the call shift to update PBX with the on-call changes
- 3. In the event a call position is left unfilled due to illness, the Charge Nurse or Management will attempt to secure coverage of the shift by another staff member. If this cannot be done, the coverage will be covered as follows:

Interventional Radiology Interventional Radiology On Call Coverage Page 3 of 3

- a. Volunteers
- b. Staff with the least amount of call will be assigned
 - i. If all staff have the same amount of call then on call will be rotated by least seniority

G. PROCEDURE FOR CALLING IN THE "ON CALL" NURSES:

- 1. PBX is responsible to call in the entire on call team
- 2. Physicians requesting for procedural off hours will contact PBX



Radiology

Tri-City Medical Center

Distribution: Imaging Services 7633-133

PAY PRACTICE:
On-Call / Call Back Pending Orders

Purpose:
To establish compensation guidelines for employees on call and on duty when new procedures are ordered.

Supportive Data:
Nursing Implications: N/A

Equipment

ISSUE DATE: SUBJECT: On-Call / Call Back Pending Orders

REVISION DATE(S): 07/13 POLICY #: 7633-133

Radiology Department Approval:

Department of Radiology Approval:

Pharmacy and Therapeutics Approval:

Medical Executive Committee Approval:

Administration Approval:

Professional Affairs Committee Approval:

Board of Directors Approval:

07/13

A. PURPOSE:

 To establish compensation guidelines for employees on-call and on duty when new procedures are ordered.

B. **ELIGIBILITY:**

1. All non-exempt full-time, part time and per diem employees are eligible.

C.B. <u>DEFINITIONS</u>:

- On-Call is the process through which employees are scheduled to be available to report to work.
- 2. Call-Back is the time an On-Call employee is actually called to return to work or is required to remain after their normal shift but was pre-scheduled to be on-call.

D.C. PROCEDURES:

- Employees may be placed On-Call in accordance with department director/designee based on staffing requirements of the department.
- 2. Employees will be placed On-Call in accordance with department guidelines based on such criteria as rotation, voluntary basis and required skill set.
- 3. Acceptance of On-Call shifts may be mandatory in some areas.
- 4. While the employee is On-Call, they must be available by telephone er pager and be able to return to work within 30 minutes or within a timeframe approved by the department director if travel time is greater than 30 minutes. During On-Call time, the employee is free to pursue their own personal activities provided they are accessible by telephone or pager.
- 5. Once an employee has been called into work any additional cases ordered during that call-back period shall be done without the guaranteed 2-hour call back standard. The employee cannot clock out and clock back in to receive the 2-hour guarantee if they are aware of the pending procedure while on campus and working in the on-call status.

Patient Care Services Procedure Manual Procedure Title Page 2 of 2

- 6. During the called-in, on duty, period it is the employees' responsibility **to** check the Cerner system for any pending order prior to clocking out and leaving the campus.
- 7. The 2-hour call back guarantee shall not be granted unless the employee has left campus prior to being called back in for a order procedure.

E. FORMS

1. Abdominal worksheet

F. APPROVAL PROCESS

- 1. Division of Imaging
- 2. Medical Executive Committee
- 3. Professional Affairs Committee
- 4. Board of Directors



SURGICAL SERVICES SURGERY

ISSUE DATE:

04/05

SUBJECT: On Call Scheduling Guidelines

REVISION DATE(S): 06/09; 10/12, 04/20

Department Approval:

03/2002/25

Department of Anesthesiology Approval:

n/a

Operating Room Committee Approval:

n/a

Pharmacy & Therapeutics Committee Approval:

n/a

Medical Executive Committee Approval:

n/a 04/2005/25

Administration Approval:

Professional Affairs Committee Approval:

n/a

Board of Directors Approval:

04/20

A. SCHEDULING MECHANICS:

- 1. The on-call schedule is posted for staff to sign up at assigned by department process and is approved by Nursing Leadership. least two months in advance of the start of the schedule. The finalized call schedule is posted with the finalized schedule two three-weeks before the start of the schedule.
- Standby and Call Back will be utilized to staff the department as deemed by Surgical Services
 Director/Assistant DirectorManager of Surgical Services/designee.Surgical Services Nursing
 Leadership/designee. /designee. On call staffing is established in the following manner:
 - a. The on-call schedules for the main Operating Room, Heart Team, Endoscopy and Anesthesia Techs are established by the designees assigned to create the schedule for the month-staff with final approval by Nursing Leadership. Surgical Services Assistant Director/designee.
 - b. All finalized call schedules are posted in the designated online scheduling system and at the OR desk.
 - c. All full-time, part-time, and per diem staff members are expected to cover standby/on-call shifts with call back on a rotational basis.
 - i. Per diem staff members will-must take at least two (2) shifts of call per month based on the needs of the department.
 - **d.** Personnel covering "heart call" will not be expected to take additional main OR call, but may volunteer to do so.
 - e. Full-Time personnel working the night shift will not be expected to cover call except on a voluntary basis.

d.____

- e.f. Weekend Only personnel will not be expected to cover call except on a voluntary basis.
- f.g. Weekend personnel are not expected to take call, but may volunteer to do so. Full-time night shift personnel & Wweekend personnel are expected towill be in the holiday rotation.

B. **POLICY:**

- ON CALL POLICY:
 - Full Time personnel working the night shift will not be expected to cover call except on a voluntary basis.
 - b. Per Diem Personnel are required to work 1 winter and 1 other holiday per year.

- e-a. The number of call shifts an individual will be responsible for in any month will be determined by the number of shifts needing coverage divided by the number of personnel covering call or based on the current department practice for assigning call.
 - RN's may sign up for scrub role coverage.
- d.b. The response time from the time an individual receives the call unit they must arrive at the hospital is 30 minutes.
- e. Pagers may be used if the on-call person is away from their phone. When using a pager, check in with the operating room personnel (in-house) to let them know you are "on pager". Check to make sure they have the correct pager number and ask for a pager check while checking in.
- f. Employees who wish to be in house must place an "H" next to their name. In-house call is first come, first served.
 - i. If two people are scheduled (first call team) and neither one wishes to be in-house, it is the responsibility of the individuals to decide between themselves how they will cover the in-house responsibility.
- g-c. If the "first call" person is unable to fulfill the call responsibility due to illness/injury, it will be the responsibility of the "second call" person to move into the "first call" slot.
 - i. In the event that an employee is unavailable to cover their call shift they will be responsible for finding a replacement or completing a trade in advance per department process. The Supervisor/designee on duty will be responsible for finding a replacement to fill the "second call" standby position
 - i.i. If the "second call" person also calls out due to illness/injury, Nursing Leadership will work to fill the position in accordance with department practices.
 - ii. The list of personnel who have signed up for extra call will be utilized first, and if unable to fill the position, then the staffing book.
 - iii. It is not acceptable to call into the OR and expect the OR Aide or Nurses on call back duty to find a replacement. The OR Supervisor/designee or management team member shall be reached to find a replacement.
- h.d. Call Rotation/Give-away:
 - Rotational call schedule
 - ii.i. Individuals who wish to give away their call must complete the appropriate paperwork and submit to Nursing Leadership for approval once they have identified an individual willing to pick up their shift. Unwanted call will be colored burnt-orange for giving away.
 - iii. Extra call group list is posted for sign-up in Google drive. Group 1 signs up for extra call first and then the extra call sign-up rotates through all call groups.
- i.e. Endoscopy Call:
 - When cases are finished for the day, the Endoscopy nurses and techs go on-call.
 - ii. Evenings, nights and weekends are covered by on-call staffing.
 - iii. The Endoscopy Unit Registered Nurses are contacted by the OR main desk after receiving a call from the physician scheduling a procedure.
- iv.f. Responsibilities of the Endoscopy Nurses All Staff:
 - All call schedules will be maintained in the scheduling system as well as in the designated folders.
 - 4)ii. Staff are responsible for ensuring the department has the correct contact number at all times. Maintain an accurate call schedule, including correct telephone and pager numbers, in the designated Endoscopy Call Schedule Folder.
 - 2)iii. Updated the Charge nurse or designeeOperating Room before 2pm of enany changes in on-call personnel on the present working day.
 - 3)iv. Inform the Operating Room of changes in status (i.e. changes to preferred contact number)
- j.g. Holiday call is divided into two categories:
 - i. Winter holidays (Thanksgiving, Christmas Day and New Year's Day)

Surgical Services - Surgery On Call Scheduling Guidelines Page 3 of 4

- Winter holiday call will go in rotation (i.e. If an employee was on-call Thanksgiving last year, they are on-call Christmas Day this year, or if they were on-call Christmas Day last year, they are on-call New Year's Day this year)
- When new personnel are added to the call schedule they will be put in the holiday slot for which call coverage is needed and that will begin their rotation.
- ii. All Oother hospital-designated holidays (President's Day, Memorial Day, July 4th, and Labor Day)
 - 1) Other holiday call will go in rotation (i.e. if an employee was on-call President's Day last year, they will be on-call Memorial Day this year)
 - When new personnel are added to the call schedule they will be put in the holiday slot for which call coverage is needed and that will begin their rotation.
- iii. Number of holidays required is dependent on department business-needs, as determined by Nursing Leadership.by the Director Manager of Surgical Services/Assistant Director/designee.
- iv. Holiday Call is assigned on an 8-hour shift basis.
- **Y-iv.** Personnel assigned to holiday shifts during an approved vacation will be responsible for finding a replacement.
- vi. If a holiday falls in the middle of the week, the holiday personnel are not required to cover the weekend with the exception of Thanksgiving. However, if the holiday is a three-day weekend, they are responsible to cover the weekends call shifts in addition to their holiday call.
- vii. Personnel that are assigned call for a holiday that falls in the middle personnel that are responsible for covering a holiday that falls in the middle of the week will be required to cover on-call shifts in addition to their regular call. They will pick in order of the group they are in.
- viii.v. If individuals wish to trade their holidays they must submit the trade in writing before the schedule is made for the month. The holiday rotation remains unchanged.

C. PROCEDURE:

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П			rs	L F				7 -	. г	v.	г.	1.00	 ж.	7.7	13.7	IMI	VIII I	v I	

a. Call sign up will Staff will sign up for call in rotation per department designated practice. be through Google Drive under the email of temesurgicalservices@gmail.com.

a.

b. Staff personnel assigned to the Group List will specify how many and what kind of shifts each person must take (i.e., scrub, circulate, first, second, etc.).

e. OR personnel will be assigned to call on a rotational basis in groups. Each group member will be assigned an AM or PM designation.

- i. Anyone scheduled at 0630 will be scheduled as the AM and all others will be scheduled as PM.
- d. AM and PM will rotate each month based on which designee signs up first.
- e. Call sign up will begin with Group 1 on the Sunday at 1800 that the Staff Schedule is completed. The first group will be activated to edit the schedule. After 12 hours the staff member will revert back to a view only status.
- . If the staff member does not sign up after 12 hours, the call will be assigned by the management team.
- g. The remaining groups will follow this protocol.
- h. Any individual with an approved vacation of one week or more will be allowed to sign up within the second group's rotation for that month, unless they are already assigned to group 1.
 - i.b. All personnel assigned to call are responsible to cover the amount of shifts designated regardless of circumstances. If the slots that are vacant are conflicting, they must still sign up and either trade their call or try to give it up. (i.e. approved PTO, etc.).
 - j. Staff selecting to "give away" their call can work directly with the unit designee to give away the on-call shifts. It is ultimately the employee's responsibility to find

Surgical Services - Surgery On Call Scheduling Guidelines Page 4 of 4

coverage and inform the unit designee of the change, denote this by changing the box color from white to a burnt orange color.

- c.
 k.d. Once the call schedule is finalized it will be posted to the designated online system as well as posted in the unit. All subsequent changes to call must be approved per unit practice by Nursing Leadership. After all groups have been assigned up for call, the burnt orange shifts will then be available for those who added their name to the Extra Call box in the Group list. All individuals will be able to select two (2) shifts in the group rotation for that month. Only two (2) shifts at a time will be allowed to be picked up.
- H.e. Any call shift that has become becomes vacant due to lengthy unexpected illness, disability, or resignation, will be posted for coverage. If after ten (10) days it is not covered, it will be assigned by management personnel the unit designee in rotation.
- m. The OR main desk or Administrative Supervisor will contact On-Call personnel after receiving a call from the surgeon scheduling a procedure. Stand-by On-call shifts are as follows:
- f.

 When relieving the preceding shift, on-call staff are expected to be at the hospital ready to work at the start of their call shift to provide adequate time for hand-off and counts,0600700-1500 hours
- 1500-2300 hours
- ii. 2300-07**6**00-hours
- g. Stand-by/On-call personnel are responsible to relieve the preceding individual which they are replacing by five (15) minutes before their "call" shift ends (i.e., if relieving the scrub from the 1500-2300 shift, the 2300-0700 on-call scrub should relieve the previous scrub by 22455 hours).

n.

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

April 24, 2025 – 1:30 o'clock p.m.

A Special Meeting of the Board of Directors of Tri-City Healthcare District was held at 1:30 p.m. on April 24, 2025.

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

Director Sheila Brown
Director George Coulter
Director Rocky W. Chavez
Director Gigi Gleason
Director Adela Sanchez
Director racy Younger

Absent was: Director Nina Chaya, M.D.

Also present were:

Gene Ma, M.D., Chief Executive Officer Janice Gurley, Chief Financial Officer Anh Nguyen, Interim Chief Financial Officer Henry Showah, M.D., Chief of Staff Jeff Scott, Board Counsel Teri Donnellan, Executive Assistant

- 1. The Chairperson, Director Tracy M. Younger called the meeting to order at 1:30 p.m. with attendance as listed above.
- 2. Approval of Agenda

It was moved by Director Gleason and seconded by Director Brown to approve the agenda as presented. The motion passed (6-0-0-1) with Director Chaya absent.

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

Chairperson Younger made an oral announcement of the items listed on the April 24, 2025 Special Board of Directors Meeting Agenda to be discussed during Closed Session which included Reports Regarding Trade Secrets, Hearing on Reports of the Hospital Medical Audit or Quality Assurance Committees, and Conference with Real Property Negotiators relative to APN:166-051-39-16.

Motion to go into Closed Session

It was moved by Director Gleason and seconded by Director Brown to go into Closed Session at 1:35 p.m. The motion passed (6-0-0-1) with Director Chaya absent.

- 5. At 3:00 p.m. the Board returned to Open Session with attendance as previously noted.
- 6. Report from Board Counsel on any action taken in Closed Session.

Board Counsel reported the Board in Closed Session discussed a report involving trade secrets and took no action.

The Board also heard a report concerning the Hospital Medical Audit Committee and took no action.

Lastly, the Board conferred with its Real Property Negotiator related to APN: 166-051-39-16 and took no action.

7. Adjournment

There being no further business, Chairperson Younger adjourned the meeting at 3:00 p.m.

ATTEST:	Tracy M. Younger Chairperson
Adela I. Sanchez Secretary	

TRI-CITY HEALTHCARE DISTRICT MINUTES FOR A REGULAR MEETING OF THE BOARD OF DIRECTORS April 24, 2025 – 3:30 o'clock p.m.

A Regular Meeting of the Board of Directors of Tri-City Healthcare District was held at 3:30 p.m. on April 24, 2025.

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

Director Sheila D. Brown Director Rocky J. Chavez Director George W. Coulter Director Gigi S. Gleason Director Adela I. Sanchez Director Tracy M. Younger

Absent was Director Nina Chaya, M.D.

Also present were:

Dr. Gene Ma, Chief of Staff
Donald Dawkins, Chief Nurse Executive
Jeremy Raimo, Chief Operating Officer
Janice Gurley, Chief Financial Officer
Mark Albright, Chief Information Officer
Roger Cortez, Chief Compliance Officer
Dr. Henry Showah, Chief of Staff
Susan Bond, General Counsel
Jeff Scott, Board Counsel
Teri Donnellan, Executive Assistant

- 1. Chairperson Younger called the meeting to order at 3:30 p.m. with attendance as listed above.
- Report from Closed Session

Board Counsel Jeff Scott reported the Board met in Closed Session and heard reports involving Trade Secrets pursuant to Health & Safety Code Section 1462 and took no action.

The Board also heard a report involving Quality Assurance pursuant to Health & Safety Code section 32155 and took no action.

Lastly, the Board heard a report on Real Property Negotiations for APN 166-051-39-16 and took no action.

3. Pledge of Allegiance

Director Chavez led the Pledge of Allegiance.

4. Approval of Agenda

It was moved by Director Coulter and seconded by Director Brown to approve the agenda as presented. The motion passed (6-0-0-1) with Director Chaya absent.

Public Comments – Announcement

Chairperson Younger read the Public Comments section listed on the April 24, 2025 Regular Board of Directors Meeting Agenda.

6. March 2025 Financial Statements – Janice Gurley, Chief Financial Officer

Janice Gurley, CFO, reported on the current and fiscal year to date financials as follows (Dollars in Thousands):

Fiscal year to date financials as follows: (Dollars in Thousands):

- ➤ Net Operating Revenue \$247,930
- ➤ Operating Expense \$257,396
- ➤ EBITDA \$15,017
- ➤ EROE \$1,514

Fiscal year to date Key Indicators as follows:

- ➤ Average Daily Census 127
- ➤ Adjusted Patient Days 61,256
- ➤ Surgery Cases 4,063
- ➤ ED Visits 35,569

Current month financials as follows (Dollars in Thousands):

- ➤ Net Operating Revenue \$28,552
- ➤ Operating Expense \$29,655
- ➤ EBITDA \$2,657
- ➤ EROE \$1,125

Current month Key Indicators as follows:

- ➤ Average Daily Census 128
- ➤ Adjusted Patient Days 6,659
- ➤ Surgery Cases 469
- ➤ ED Visits 3,949

Janice also presented graphs including Average Length of Stay, Paid Full Time Equivalents per Adjusted Occupied Bed and Emergency Department Visits, all of which are trending in the right direction.

7. New Business

a) Consideration to approve Resolution No. 827, A Resolution of the Tri-City Healthcare District Board of Directors Authorizing Execution and Delivery of an Amended and Restated Promissory Note, the First Amendment to Loan and Security Agreement and Certain Actions in Connection Therewith

Dr. Ma explained that two years ago the District qualified for a Distressed Hospital Loan issued by the California Health Facilities Financing Authority (CHFFA). We

recently applied for, and were granted an extension of that loan. The Resolution before you today seeks approval to accept the Amendment and Restated Promissory Note that would allow the District to defer repayment for an additional 12 months.

It was moved by Director Chavez to approve Resolution No. 827, A Resolution of the Tri-City Healthcare District Board of Directors Authorizing Execution and Delivery of an Amended and Restated Promissory Note, the First Amendment to Loan and Security Agreement and Certain Actions in Connection Therewith. Director Gleason seconded the motion.

The vote on the motion via a roll call vote was as follows:

AYES: Directors: Brown, Chavez, Coulter

Gleason, Sanchez and Younger

NOES: Directors: None ABSTAIN: Directors: None ABSENT: Directors: Chaya

8. Old Business – Affiliation Update

Chairperson Younger reported that the Board's ad hoc affiliation committee, working closely with Juniper Advisory, is making steady progress in its market analysis and stakeholder engagement. Several interested parties have emerged, all showing strong alignment with Tri-City's mission and the Board's vision. Although details remain confidential due to non-disclosure agreements, the committee is cautiously optimistic that promising proposals will soon be presented to the full Board and the public.

Chief of Staff

a. Consideration to approve the April 2025 Credentialing Actions and Reappointments Involving the Medical Staff as recommended by the Medical Executive Committee on April 20, 2025.

It was moved by Director Brown to approve the April 2025 Credentialing Actions and Reappointments Involving the Medical Staff as recommended by the Medical Executive Committee on April 22, 2025. Director Chavez seconded the motion.

The vote on the motion via a roll call vote was as follows:

AYES: Directors: Brown, Chavez, Coulter

Gleason, Sanchez and Younger

NOES: Directors: None
ABSTAIN: Directors: None
ABSENT: Directors: Chava

10. Consideration of Consent Calendar

It was moved by Director Gleason to approve the Consent Agenda as presented. Director Chavez seconded the motion.

The vote on the motion via a roll call vote was as follows:

AYES:

Directors:

Brown, Chavez, Coulter,

Gleason, Sanchez and Younger

NOES:

Directors:

None

ABSTAIN: ABSENT:

Directors:

None

: Directors:

Chaya

11. Discussion of items pulled from Consent Calendar

There were no items pulled from the Consent Calendar.

12. Comments by Members of the Public

Chairperson Younger recognized Ingrid Corona and Alexandria Donabedian who commented staffing concerns.

Comments from Chief Executive Officer

Dr. Ma shared that this month we celebrated Donate Life Month, during which we had the opportunity to honor 11 true heroes that gave the ultimate sacrifice – saving 46 lives. He expressed his sincere appreciation for the selfless generosity of these individuals and their families.

Dr. Ma recognized Janice Gurley, Chief Financial Officer who came to Tri-City during challenging times. Janice brought her expertise and decades of experience to Tri-City and made a transformational impact on this organization.

13. Board Communications

Director Sanchez expressed appreciation to the speakers for sharing their input and acknowledged the concerns raised during public comment.

On behalf of the Board, Chairperson Younger expressed sincere appreciation to Janice for her dedication and the meaningful impact of her contributions.

14.	Adjournment							
	There being no further business, Chairperson Younger adjourned the meeting at 4:00 p.m.							
		Tracy M. Younger Chairperson						
	ATTEST:							
	Adela I. Sanchez Secretary							

Tri-City Medical Center

ADVANCED HEALTH CARE

Building Operating Leases

Month Ending April 30, 2025

Month Ending April 30, 2025	3354Vile	Base	30	ATTRACTOR ST	ACCURATION AND ARTHUR	V1011111111111111111111111111111111111	CONTRACTOR DESIGNATION OF THE PARTY OF THE P	College Harris
		Rate per	30	Total Rent per	LeaseTerm			
Lessor	Sq. Ft.	Sq. Ft.	168	current month	Beginning	Ending	Services & Location	Cost Center
6121 Paseo Del Norte, LLC 6128 Paseo Del Norte, Suite 180 Carlsbad, CA 92011 V#83024	Approx 9,552	\$3.59	(a)	56,415.02	07/01/17	06/30/27	OSNC - Carlsbad 6121 Paseo Del Norte, Suite 200 Carlsbad, CA 92011	7095
Cardiff Investments LLC 2729 Ocean St Carlsbad, CA 92008 V#83204	Approx 10,218	\$2.58	(a)	42,487.23	07/01/17		OSNC - Oceanside 3905 Waring Road Oceanside, CA 92056	7095
Creek View Medical Assoc 1926 Via Centre Dr. Suite A Vista, CA 92081 V#81981	Approx 6,200	\$2.70	(a)	20,594.69	07/01/20	06/30/25	PCP Clinic Vista 1926 Via Centre Drive, Ste A Vista, CA 92081	7090
SoCAL Heart Property LLC 1958 Via Centre Drive Vista, Ca 92081 V#84195	Approx 4,995	\$2.50	(a)	22,565.63	10/01/22	06/30/27	OSNC - Vista 1958 Via Centre Drive Vista, Ca 92081	7095
BÉLLA TIERRA INVESTMENTS, LLC 841 Prudential Dr, Suite 200 Jacksonville, FL 32207 V#84264 Mission Camino LLC	Approx 2,460	\$2.21	(a)	8,208.01	04/01/23	03/31/26	La Costa Urology 3907 Waring Road, Suite 4 Oceanside, CA 92056	7082
4350 La Jolla Village Drive San Diego, CA 92122 V#83757	Appox 4,508	\$1.75	(a)	16,350.14	05/14/21	10/31/31	Seaside Medical Group 115 N EL Camino Real, Suite A Oceanside, CA 92058	7094
Nextmed III Owner LLC 6125 Paseo Del Norte, Suite 210 Carlsbad, CA 92011 V#83774	Approx 4,553	\$4.00	(a)	25,265.13	09/01/21		PCP Clinic Calrsbad 6185 Paseo Del Norte, Suite 100 Carlsbad, CA 92011	7090
500 W Vista Way, LLC & HFT Melrose P O Box 2522 La Jolla, CA 92038 V#81028	Approx 7,374	\$1.67	(a)	61,717,80	07/01/21		Outpatient Behavioral Health 510 West Vista Way Vista, Ca 92083	7320
OPS Enterprises, LLC 3617 Vista Way, Bldg. 5 Oceanside, Ca 92056 #V81250	Approx	\$4.12			10/01/22		North County Oncology Medical Clinic 3617 Vista Way, Bldg.5 Oceanside, Ca 92056	7086
SCRIPPSVIEW MEDICAL ASSOCIATES P O Box 234296 Encinitas, CA 234296 V#83589	Approx 3,864	\$3.45		14,880.52	06/01/21		OSNC Encinitas Medical Center 351 Santa Fe Drive, Suite 351 Encinitas, CA 92023	7086
BELLA TIERRA INVESTMENTS, LLC 841 Prudential Dr. Suite 200 Jacksonville, FL 32207	Арргох						Pulmonary Specialists of NC 3907 Waring Road, Suite 2	
V#84264 Total	3,262	\$2.21	(a)	11,165.33 313,664.50	05/01/23	06/30/25	Oceanside, CA 92056	7088

⁽a) Total Rent includes Base Rent plus property taxes, association fees, insurance, CAM expenses, etc.





Education & Travel Expense Month Ending April 2025

Cost

Centers	Description	Invoice #	Amount	Vendor#	Attendees
8740 LAW & E	THICS	41125 EDU	108.00	78031	JAYYOUSI SARAH
8740 PHARMA	COTHERAPY	32625 EDU	200.00	18104	ANSON, ANGELA
8740 CSRC SOC	CAL CONF	41125 EDU	200.00	83540	SAVATDY MICHELLE

^{**}This report shows reimbursements to employees and Board members in the Education

[&]amp; Travel expense category in excess of \$100.00.

^{**}Detailed backup is available from the Finance department upon request.