SIERRA VISTA HOSPITAL
GOVERNING BOARD MEETING

Elephant Butte Lake RV
Resort Center
5-25-21

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**Safety Report and CEO Report will be sent when available*
***Closed session documents will be handed out in closed session.*

AGENDA
SIERRA VISTA HOSPITAL
GOVERNING BOARD REGULAR MEETING

May 25, 2021 **12:00pm** **Elephant Butte Lake RV Event Center**

BMISSION STATEMENT: Sierra Vista Hospital is a community owned resource that strives to meet the Healthcare needs of Sierra County through the provision of health services, leadership, and collaboration.

VISION STATEMENT: Our vision is to be a trusted partner providing a modern, sustainable Healthcare system that is a beacon of hope on the hill for all. Sierra Vista Hospital is committed to provide the highest quality care in the most cost-efficient manner, respecting the dignity of the individual, providing for the well-being of the community, and serving the needs of all people.

TIME OF MEETING: 12:00pm

PURPOSE: Regular Meeting

ATTENDEES:
GOVERNING BOARD

COUNTY
Kathi Pape, Member
Greg D'Amour, **Chairperson**
Stan Thompson, Member

ELEPHANT BUTTE
Vacant
Patsy Barnett, **Secretary**

CITY
Bruce Swingle, Member
Rolf Hechler, Member
Peggy (Cookie) Johnson,
Vice Chairperson

EX-OFFICIO
Eric Stokes, CEO
Amanda Cardona, VofW, Clerk
Vicki Ballinger, City Manager, EB
Serena Bartoo, Interim County Manager

VILLAGE of WILLIAMSBURG
Denise Addie, Member

SUPPORT STAFF:
Stephen Huey, QHR
Ming Huang, CFO
Tim James, HR Manager
Sheila Adams, CNO
Vesea Yazza, DPS
Heather Johnson, HIPAA/HIM

AGENDA ITEMS	PRESENTER	ACTION REQUIRED
1. **Call to Order**	Greg D'Amour, Chairperson	
2. **Pledge of Allegiance**	Greg D'Amour, Chairperson	
3. **Roll Call**	Jennifer Burns, Recording Secretary	Quorum Determination

4. **Approval of Agenda** Greg D'Amour, Chairperson Amend/Action

"Are there any items on this agenda that could cause a potential conflict of interest by any Governing Board Member?"

5. Approval of minutes Greg D'Amour, Chairperson
A. April 29, 2021, Regular Meeting Amend/Action

6. Public Input – 3 Minute Limit Please Meeting Attendees Information

7. Old Business- Greg D'Amour, Chairperson
A. Cardiology PSA

8. New Business-
A. Discussion with Dr. Adkins Dr. Adkins Information

9. Finance Committee- Cookie Johnson, Chairperson

A. April Financial Report	Ming Huang, CFO	Action
B. MGD Diagnostics Contract	Sheila Adams, CNO	Action
C. AeroClave Contract	Sheila Adams, CNO	Action
D. Covidien Sales (Medtronic) Contract	Sheila Adams, CNO	Action
E. Phillips Contract	Sheila Adams, CNO	Action
F. Consolidated Builders Proposal	Eric Stokes, CEO	Report/Action

10. Board Quality- Stan Thompson, Chairperson
A. Safety Committee Report **Eric Stokes, CEO** **Report**
B. Med Staff Report-
1. Policies: Report/Action
1. Transfer Interfacility Policy
2. Memorandum of Transfer Form
3. Confidential Report of Occurrence Form
4. Integrated Safety and Risk Management Plan
5. Patient Complaint/Grievance Procedure
6. Provider Orders
7. Notice of Rights & Services
8. SNF Comprehensive Assessment
9. Social Services
10. Activity Program
11. REGEN-COV Covid-19 Treatment

C. Med Staff Rules & Regulations Revision

11. Administrative Reports

A. CEO	Eric Stokes, CEO	Report
1. SCRDA Contract renewal		
B. Human Resources	Tim James, HR Manager	Report
C. Nursing Services	Sheila Adams, CNO	Report
D. Rural Health Clinic	Vesea Yazza, DPS	Report
E. Governing Board	Greg D'Amour, Chairperson	Report
1. Special Hospital District		
2. Board Member term expirations		

DRAFT

3. GB Policies and By-Laws

Motion to Close Meeting:

12. Executive Session – In accordance with Open Meetings Act, **NMSA 1978, Chapter 10, Article 15, Section 10-15-1 (H) 2, 7 and 9 including credentialing under NM Review Organization Immunity Act, NMSA Section 41-2E (8) and 41-9-5 the Governing Board will vote to close the meeting to discuss the following items:**

10-15-1 (H) 2 Limited Personnel Matters		
A. CEO evaluation process		Report/Action
10-15-1 (H) 7 Attorney Client Privilege/ Pending Litigation		
A. Risk Report	Heather Johnson	Report/Action
B. OPI	Sheila Adams	Report/Action
10-15-1 (H) 9 - Public Hospital Board		
A. Strategic and long- range business plans. Hospital Leadership/Management		
B. QHR Board Report May 21	Scott Towle, QHR	Report
C. Projects 20-21	Scott Towle, QHR	Report

Roll Call to Close Meeting: Jennifer Burns

13. Re-Open Meeting – As required by **Section 10-15-1(J), NMSA 1978 matters discussed in executive session were limited only to those specified in the motion to close the meeting.**

10-15-1 (H) 2 Limited Personnel Matters
A. CEO evaluation process

10-15-1 (H) 7 Attorney Client Privilege/ Pending Litigation
A. Risk Report
B. OPI

10-15-1 (H) 9 – Public Hospital Board
A. Strategic and long- range business plans. Hospital Leadership/Management
B. QHR Board Report May 21
C. Projects 20-21

14. Other

Next Regular Meeting- TBD

15. Adjournment Action

DRAFT

SIERRA VISTA HOSPITAL
GOVERNING BOARD MEETING MINUTES

April 29, 2021	12:00pm	Elephant Butte Lake RV Resort Event Center

1. The Governing Board of Sierra Vista Hospital met April 29, 2021 at 12:00 pm at Elephant Butte Lake RV Resort Event Center for a regular meeting. Greg D'Amour, Chairperson, called the meeting to order at 12:04pm.

2. Pledge of Allegiance

3. Roll Call

GOVERNING BOARD

SIERRA COUNTY
Stan Thompson, Member – Present
Kathi Pape, Member – Present
Greg D'Amour, Member-
Chairperson- Present

ELEPHANT BUTTE
Vacant, Member
Patsy Barnett, Member – Present
Secretary

CITY OF T OR C
Bruce Swingle, Member – Excused
Rolf Hechler, Member- Present
Peggy (Cookie) Johnson, Member,
Vice Chairperson- Present

EX-OFFICIO
Eric Stokes, CEO - Present
Amanda Cardona, Clerk VofW – Absent
Vicki Ballinger, City Manager EB- Absent
Traci Alvarez, Interim City Manager TorC- Absent
Serena Bartoo, ISCM- Present

VILLAGE OF WILLIAMSBURG
Denise Addie, Member – Present

STAFF
Stephen Huey, QHR – Present
Tim James, HR Manager- Excused
Vesea Yazza, DPS- Present
Ming Huang, CFO- Present
Heather Johnson, HIPAA/HIM- Present
Sheila Adams, CNO- Present

GUEST:
Josh Lewis, MossAdams, by WebEx
Sujan Bhandari, MossAdams, by WebEx
Javi Marco, EMS- SVH
Jeremi Scott, EMS- SVH

There is a quorum.

4. Approval of Agenda Greg D'Amour, Chairperson

Cookie Johnson motioned to approve the agenda. Kathi Pape seconded. Motion carried unanimously.

DRAFT

SIERRA VISTA HOSPITAL
GOVERNING BOARD MEETING MINUTES

"Are there any items on this agenda that could cause a potential conflict of interest by any Governing Board Member?" None

Greg D'Amour read the following stipulation:

Stipulation regarding Strategic Planning Workshop: On March 31, 2021, the Governing Board of Sierra Vista Hospital held a closed session meeting. This meeting was properly published in print, on radio, in the Hospital and on the Sierra Vista Hospital website. The meeting was called to discuss strategic and long-range business plans of Sierra Vista Hospital pursuant to NMSA 1978, Section 10-15-1 (H). As required by Section 10-15-1 (J). NMSA 1978, no action was taken during this meeting.

5. Approval of minutes Greg D'Amour, Chairperson

A. March 25, 2021, Regular Meeting

Cookie Johnson motioned approval of the March 25, 2021 minutes. Stan Thompson seconded. Motion carried unanimously.

6. Public Input – No public input will be called for during this meeting as allowed by Section 10-15-1 Formation of Public Policy: A. State Policy on Open Meetings page 6.

7. Old Business- Greg D'Amour, Chairperson

None

8. New Business-

A. EMS Presentation and Acknowledgement- Javi Marco, EMS and Eric Stokes, CEO- Javi Marco explained that each year, the DOH through the EMS Bureau offers the opportunity to nominate outstanding EMS, Paramedics and EMTs. There are usually 1200 to 1400 nominees each year for this award. Our own, Jeremi Scott, EMS, has been awarded Provider of the Year by New Mexico EMS. The Board applauded Jeremi.

Eric Stokes announced that Javi Marco, EMS Manager, will be leaving SVH to pursue a career in nursing. May 7th will be his last day with SVH. Eric spoke highly of Javi and his representation of the community and the hospital. Javi was presented with a tablet as a gift and appreciation. The Board applauded Javi. Ashlee West and Brian Hamilton have both been interviewed to fill Javi's position.

B. Audit- Moss Adams- Josh Lewis and Sujan Bhandari- These are the results of the financial audit ending June 30, 2020. Sujan Bhandari explained the required communications, the financial statement trends, comparisons to other facilities and industry trends. There were no findings under internal control over financial reporting and on compliance or other matters. There were no significant changes to accounting policies and accounting estimates are reasonable. Allowances on receivables were reduced by $400,000 as the hospital is being conservative. There were no uncorrected misstatements. There were no disagreements with management and no consultation with other accountants. Provider relief fund is new on the audit. The hospital received approximately $4 million in provider relief funds half of which has been recognized. The Payroll Protection Program (PPP) must be reported as a liability. This liability of approximately $2 million will stay on the books until it is forgiven by the SBA. The single audit requirement, only on PRF program, has been delayed until 2021 and should be a one-time single audit in FY21.

There were no significant findings and all prior year findings have been cleared.

Josh Lewis provided historical information regarding the financial statements. Total assets increased in 2020. Days cash on hand averaged 162.7 days in 2020. Days in net accounts receivable dropped to 22.9. Josh discussed operating revenue and expenses, operating margin, long term debt to capitalization, and

liabilities and net assets. The Financial Position Recap is existing reserves are strong and have improved dramatically. The age of the plant is very strong. Debt leverage is weak but improving as expected with a recent debt issuance.

Salaries and benefits as a percentage of revenue is a large expense and should be monitored. It was an average of 46.0% in 2020.

In his Financial Performance Recap, Josh stated, after a couple of years of weak margins (2017 and 2018), 2019 and 2020 have showed significant improvement including two years of positive operating margin, significant improvement in excess margin and improvement in controlling largest costs.

Comparison to other facilities in the State and industry trends were provided in the audit report.

Cookie Johnson motioned to accept the FY20 audit as presented by MossAdams and send it to the JPC. Kathi Pape seconded. Motion carried unanimously.

9. Finance Committee- Cookie Johnson, Chairperson

A. March Financial Report- Ming Huang, CFO, directed the Board Members to page 12 (key stats) of the packet. There were 116 patient days in March which is 11 days more than February. Outpatient visits were 2,141 which is 600 less than February. This is due to the decrease in vaccination clinic days from two days per week in February to one day per week in March. There were 699 RHC visits, 73 more than February. ER visits were 513 which is 83 more visits than February.

EBITDA for March is 20%. The benchmark from QHR is 4% to 7%. We had budgeted 8% for March. Days cash on hand was 206 days, 115 available. Accounts receivable net days were 18. Accounts payable days were 65 which is higher than usual because we had to pay back the over payment of the safety net care pool in the amount of $1.1 million. This amount was paid back in early April.

On page 15 of the packet (detailed stats) there are significant changes in the Behavioral Health and Physical Therapy departments. Behavioral Health had 360 visits in March compared to their monthly average of 313. Physical Therapy is much higher than the average of 179 with 263 visits in March. Radiology also saw a large increase in March with 434 visits.

Volume Trends are on page 17 of the packet. ER and Inpatient admissions remain steady. Outpatient visits vary depending on the vaccination clinics and COVID testing. Surgeries are zero as this service stopped at the end of January.

The income statement is on page 18. Gross revenue for March is $3,934,973. After subtracting contractual allowances, bad debt and other deductions, revenue is $1,778,737. Net patient revenue (revenue from operations) is $2,156,263 plus other operating revenue and non-operating revenue before expenses is $2,509,373.

Salaries and benefits in March were $1,026,515 which is $48,000 more than budget. Contract Services was the most unfavorable expense variance at $529,963 versus a budget of $439,306. This includes travelers and a one-time payment to Athena of 4% of collections. Professional fees include ESS. After subtracting total operating expenses, our EBITDA is $502,537 for March. Year to date EBITDA is $4,156,109; this is revenue based on actual operations. Year to date EBITDA is 19%. Net income for March was $128,224, year to date net income is $832,488.

The Balance sheet is on page 21 of the packet. At the end of March, there was $13,349,304 total cash in the bank. This balance includes the $2 million PPP loan that has not been recognized as income and $2 million in Provider Relief Fund that also has not been recognized yet. There is $2.2 million for Medicare cost report settlement. Of the $13 million, $7 million belongs to SVH until the PPP loan is forgiven and Provider Relief is recognized. The PPP, PRF and interest are on the balance sheet under Current liabilities in the amount of $4,905,158.

Financial Trends are on page 23 of the packet. Total operating revenue is on a downward trend as we have exhausted all the construction grant funds. Contract Services have increased due to agency/ traveler expenses and a couple of one-time payments.

B. Reserves Report- Ming Huang, CFO, this report is on page 24 of the packet. We received Medicare advance payments of approximately $2.4 million total in April and May 2020. Of this, $2.2 million has been reserved because it will have to be paid back beginning in May of this year. This is on the balance in the amount of $2,278,652 as a line-item titled Cost Report Settlement. We can either pay back the entire balance at one time or we can allow Medicare to withhold our payments by a percentage. Since the money is there, it would be best to pay it in full. Ming would prefer to pay it all at once.

Cookie Johnson motioned to approve the March Financial report and the Reserves report. Kathi Pape seconded. Motion carried unanimously.

C. Well Scan Contract- Sheila Adams, CNO, this contract is for the purchase of three Well Scan units to screen employees, patients, visitors, vendors, and Providers. The units would be placed at the main entrance, ED, and the employee entrance. An employee would still have to be stationed with the unit from 7a to 5p at the main entrance. The units at the ED and employee entrance would not require this eliminating 4.2 FTEs for screeners. The machines scan temperature, ask questions about health and will print a name tag to be worn by the visitor.

The cost of each unit is $12,500. The contract for screening agreement is three years at $4,000 per machine per year. Purchasing the whole package at this time will allow us to use COVID funds for the purchase. The contract can be terminated at the end of three years with 90-day notice. The Finance Committee suggested looking at a five- year contract.

Discussion was held regarding the operation and process of the use of these units.

Cookie Johnson motioned to approve the purchase of the Well Scan units as presented and if the five-year contract option can be purchased at or under $100,000 then that purchase is approved. Kathi Pape seconded. Motion carried by a majority with Patsy Barnett voting opposed.

10. Board Quality- Stan Thompson, Chairperson

A. Safety Committee Report- Eric Stokes, CEO, the safety committee met on April 8 with the six subcommittees present. This was our second meeting with the revised structure. Three of the six committees understand what they are doing, they have their charter in place and they are working on their purpose. The other three are coming along but need a bit more direction from the CEO. The Safety Committee, also known in some places as Environment of Care Committee includes patient complaints, HR issues, life safety and emergency preparedness. Because SVH is a small hospital, these issues have been combined into this committee.

Stan Thompson motioned to approve the Safety Committee Report. Rolf Hechler seconded. Motion carried unanimously.

B. Quality Program Update- Sheila Adams, CNO, the OPI quarterly report would normally be presented at this time. However, Sheila is in the process of improving and updating the presentation and Quality Program. Some information will be presented in closed session but the full OPI report that the Board has seen in the past will not be presented.

C. Med Staff Report-

Policies:

1. Convalescent Plasma Protocol
2. Minimal Risk Medication
3. Beyond Use Date on Parenteral Medication
4. Infection Prevention Program

Sheila Adams explained the policies and answered questions from the Board. All policies have been approved by Medical Staff.

Stan Thompson motioned approval of the four policies listed above. Denise Addie seconded. Motion carried unanimously.

11. Administrative Reports

A. CEO- Eric Stokes, CEO, all items in the CEO report have been sent out in the weekly reports to the Board. We have hired a full-time cardiopulmonary services coordinator, Toni Davis. Toni has purchased a home in Elephant Butte and worked here at SVH back in the 80's. Mandatory leader training was held on April 22 by QHR. This was to kick off our efforts to restructure the PI process and train our leaders on how we will be approaching PI/ Quality going forward.

The primary difference on the Organizational Chart is the restructuring of the Nursing Departments as EMS will now be under CNO. Explanation of the dotted line and solid line connection was provided. Eric and the Board would like for Dr. Adkins or a representative of Medical Staff to attend a portion of the Governing Board meetings. This is Eric's goal by the May meeting.

Nurse follow-up calls are being made to all patients discharged from the Hospital and the Emergency Department within 72 hours of discharge. We submitted our statement to the VA affirming our ability to meet the requirements for the VA's Primary Care contract in Sierra County. Beginning April 17, the imaging department will be open for CT and X-ray on Saturday and Sunday. Dr. Boulware and his group, Southern New Mexico Heart, were on site on April 20. Discussion was held regarding a cardiology program at SVH. The details of the contract are being worked out.

The quote from the second vendor regarding the utility tunnel came in at $930,000. The Materials Management building is not in danger because of the failing tunnel. If the tunnel collapsed, it would not shut down the Hospital. Only the old building would be affected; not including the ED. The written report from the engineer has not been received yet. Eric will have a recommendation for the Board's consideration at the May meeting. A final agreement with the City for pending amounts owed will be completed with the new City Manager. We are negotiating final agreement to include Dais Fleck Rx as a contract pharmacy under the Hospital's 340B program.

SVH had planned on participating in Fiesta until it was cancelled. A meeting was held with Crystal Walton from the Senior Center and we will evaluate services at the center in the future. The Hospital sponsored the Miss Fiesta scholarship in the amount of $2,000. Eric attended the Sierra County Design Team meeting and the Development Board meeting in April. Advertisement in the Sentinel included imaging modalities with focus on PET/ CT and extended MRI hours and Outpatient Lab services.

B. Human Resources- Vesea Yazza for Tim James, HR Manager, for March 2021new hire orientations, annual training, evaluations and competencies, certifications and licensures were all at 100%. There was one workers comp claim with no days lost.

The turnover rate for March is 3%. The average turnover rate calculated on a monthly basis for OPI purposes for FY21 is 3%. Our target for monthly turnover is less than 5%. There were 189 employees on the first day of the month and 185 on the last day of the month: 161 full-time, nine part-time, 15 PRN and four temporary employees. We had one new hire bringing the FY21 total to 37. There were four involuntary terminations and two voluntary terminations bringing the total terminations for FY21 to 49. Annual turnover rate for FY21 is 49 terminations over an average of 191 staff equals 26%. We have three contract staff in ED, six in MedSurg, one in Lab and one in PT.

We are investigating with NM Workforce Solutions the Trumont RN Apprenticeship Program to develop confident and competent new RN graduates into permanent staff for SVH and revising the education incentive policy to encourage home grown talent within SVH and the Community.

The Traveler RN billing rate has been further reduced from $110 per hour to $95 per hour.

C. Nursing Services- Sheila Adams, CNO, as part of the nursing restructuring, two night shift house supervisors have been put in place. This has created positive results in education and training and identifying additional needs. The nursing services clinical supervisor is also in place. Quarterly nursing forums started this month and 30, 60 and 90-day goals have been set with the nursing staff.

Mock survey action plans are in place with checks and balances to monitor compliance.

We received five patient satisfaction surveys in March which is up from an average of one per month. Results have improved over the last six-months. Wall mounted computers, hourly rounding, bedside reporting, and leader rounding actions are now or will soon be put into place.

Traveler costs are being reduced. The last contract extension was signed at $85.00 per hour. Advertising directed to RNs will be appearing in surrounding areas.

We have given over 5000 doses of the COVID-19 vaccination. The vaccination clinics have been moved indoors and that is working well. Because the County has gone back to yellow, Saturday testing for COVID may start again.

Discussion was held regarding the duties of the Clinical Supervisor.

D. Rural Health Clinic- Vesea Yazza, DPS, staffing includes five Providers, four Medical Assistants, three schedulers and one scheduler/ assistant. One of the medical assistants is currently screening.

An Athena campaign was sent out the first week of April to all patients requiring a PAP to screen for cervical cancer. Our May marketing focus is on stroke awareness.

The total amount of calls received by schedulers in March was 2,483 with an average wait time of one minute, 17 seconds. Total March visits were 1022. Discussion was held regarding well-being visits.

E. Governing Board- Greg D'Amour, Chairperson, Tim James sent an email regarding the 180-day CEO evaluation. Greg would like to do this evaluation in June. Discussion will be held with Scott Towle, Tim James and Board Members were asked to provide their thoughts. Eric explained that all Management Team Members evaluations will begin on July 1 and end on June 30th the following year. Eric suggested that his evaluation be aligned to this schedule as well. Overall performance of the hospital and goal accomplishment results will assist the Board in evaluation of Eric. Greg agrees with Eric and this approach. Patsy Barnett suggested including hospital survey results be included in the evaluation process. What is important to the Board is and should be important to Eric; the Board should make those things very clear.

Motion to Close Meeting:

12. Executive Session – In accordance with Open Meetings Act, **NMSA 1978, Chapter 10, Article 15, Section 10-15-1 (H) 2, 7 and 9 including credentialing under NM Review Organization Immunity Act, NMSA Section 41-2E (8) and 41-9-5 the Governing Board will vote to close the meeting to discuss the following items:**

10-15-1 (H) 2 Limited Personnel Matters

A. **Credentials:** Report/Action

Temporary-

None

Provisional-

Rooshin Dalal, MD (OnRad)
Lee Beville, MD (OnRad)

Gerald Holtz, MD (OnRad)

Two Year Appointment-
David Ishimitsu, (OnRad)
Martin Price, (OnRad)
Jay Radhakrishnan, MD (OnRad)
Lance Dell, MD (OnRad)
Vikas Menghani, MD (OnRad)

Two Year to Two Year Re-Appointment-
Staci West, CNP (ESS)
Michael Pena, MD (ESS)

Two Year Re-Appointment-
None

10-15-1 (H) 7 Attorney Client Privilege/ Pending Litigation Report/Action

A. Risk Report	Heather Johnson
B. Compliance	Heather Johnson
C. Survey Readiness Update	Sheila Adams, CNO

10-15-1 (H) 9 - Public Hospital Board Report/Action

A. Strategic and long- range business plans. Hospital Leadership/Management
1. Cardiology PSA Eric Stokes, CEO
This item will be tabled as the contract is not ready for presentation to the Board
2. Strategic Plan Follow Up Eric Stokes, CEO
3. QHR Report to the Board Ming Huang, CFO

Roll Call to Close Meeting: Jennifer Burns

SIERRA COUNTY
Kathi Pape, Member Y
Stan Thompson, Member Y

ELEPHANT BUTTE
Patsy Barnett, **Secretary,** Member Y

CITY OF T OR C
Peggy (Cookie) Johnson, Member, **Vice Chair**- Y
Rolf Hechler, Member Y

VILLAGE OF WILLIAMSBURG
Denise Addie, Member Y

13. Re-Open Meeting – As required by **Section 10-15-1(J), NMSA 1978 matters discussed in executive session were limited only to those specified in the motion to close the meeting.**

10-15-1 (H) 2 Limited Personnel Matters
A. **Credentials:** Report/Action
Temporary-
None

Provisional-
Rooshin Dalal, MD (OnRad)
Lee Beville, MD (OnRad)
Gerald Holtz, MD (OnRad)

Two Year Appointment-
David Ishimitsu, (OnRad)
Martin Price, (OnRad)
Jay Radhakrishnan, MD (OnRad)
Lance Dell, MD (OnRad)
Vikas Menghani, MD (OnRad)

Two Year to Two Year Re-Appointment-
Staci West, CNP (ESS)
Michael Pena, MD (ESS)

Two Year Re-Appointment-
None

Denise Addie motioned to approve credentialing of all above listed provisional, two year appointment and two year to two year re-appointment. Patsy Barnett seconded. Motion carried unanimously.

10-15-1 (H) 7 Attorney Client Privilege/ Pending Litigation

A. Risk Report
No Action
B. Compliance
No Action
C. Survey Readiness Update
No Action

10-15-1 (H) 9 – Public Hospital Board

A. Strategic and long- range business plans. Hospital Leadership/Management
1. Cardiology PSA

Patsy Barnett motioned to table the Cardiology PSA until the next meeting. Denise Addie seconded. Motion carried unanimously.

2. Strategic Plan Follow Up
No Action
3. QHR Report to the Board
No Action

14. Other

Next Regular Governing Board Meeting will be on Tuesday, May 25th at 12:00. Finance Committee will be held at 10:30, May 25th and Board Quality will be held on Monday, May 24th at 10:30

15. Adjournment-

Denise Addie motioned to adjourn. Rolf Hechler seconded. Motion carried unanimously.

Recording Secretary, Jennifer Burns

Date of Approval

Greg D'Amour, Chairperson

DRAFT

SIERRA VISTA HOSPITAL AND CLINICS

Financial Analysis

April 30th, 2021

Days Cash on Hand for April 2021 are 188 (111 available)

Accounts Receivable Net days are 18

Accounts Payable days are 25

Hospital Excess Revenue over Expense

The **Net Income (Loss)** for the month of April was $65,724 vs. a Budget of $694,522.

Hospital Gross Revenue for April was $4,131,478 or $576,351 more than budget. Patient Days were 91 – 25 less than March. RHC visits were 625 - 74 less than March, Outpatient Visits were 1,169 – 161 more than March, and ER visits were 568 – 55 more than March.

Revenue Deductions for April were $2,196,932.

Other Operating Revenue was $227,256 or $46,309 more than budget.

Hospital Operating Expenses for April were $2,015,352. Compared to Budget, expenses were over Budget by $177,510. Salaries and benefits were over budget by $98,203 and over prior year by $31,540.
Compared to Budget, the largest unfavorable expense variance was in Contract Services ($97,620) due to additional agency staffing expenses.

EBITDA for April was $467,252 vs. a Budget of $978,540. YTD EBITDA is $4,623,361 vs. a Budget of $9,913,203.

The Bond Coverage Ratio in April was 170% vs. an expected ratio of 130%.

Sierra Vista Hospital
KEY STATISTICS
April 30, 2021

MONTH						BENCHMARK RANGE		YEAR TO DATE				
Actual 4/30/21	Budget 4/30/21	Variance to Budget	Prior Year 4/29/20	Variance to Prior Year	DESCRIPTION	QHR 75th	QHR 50th	Actual 4/30/21	Budget 4/30/21	Variance to Budget	Prior Year 04/29/20	Variance to Prior Year
					Growth							
					Net Patient Revenue Growth Rate	6%	5%	11%				
					Admissions							
21			21	-	Acute	749	433	233			258	(25)
4			-	4	Swing	85	61	37			26	11
25	-		**21**	4	**Total Admissions**	**834**	**494**	**270**	-		**284**	(14)
3.6			2.9	0.7	ALOS (acute and swing)	3.3	4.0	4.7			3.7	1.02
91			61	30	Patient Days (acute and swing)			1,262			1,037	225
1,169			390	779	Outpatient Visits	45,317	26,128	11,462			8,303	3,159
625			623	2	Rural Health Clinic Visits	19,239	15,657	7,184			9,471	(2,287)
568			462	106	ER Visits	8,634	6,677	5,106			5,944	(838)
4%			5%	-1%	ER Visits Conversion to Acute Admissions	10%	6%	5%			4%	0%
					Surgery Cases							
-			4	(4)	Inpatient Surgery Cases	216	103	5			15	(10)
-			1	(1)	Outpatient Surgery Cases	1,267	642	70			118	(48)
-	-		**5**	(5)	**Total Surgeries**	**1,483**	**745**	**75**	-		**133**	(58)
					Profitability							
19%	8%	11%	44%	-25%	EBITDA % Net Rev	7%	4%	19%	8%	11%	16%	3%
3%	1%	-22%	35%	-33%	Operating Margin %	2%	2%	4%	1%	3%	5%	-2%
51%	53%	-3%	50%	1%	Rev Ded % Net Rev	47%	50%	52%	53%	-2%	55%	-3%
13%	6%	7%	13%	0%	Bad Debt % Net Pt Rev	2%	6%	8%	6%	2%	7%	1%
93%			91%		Outpatient Revenue %	83%	78%	93%			91%	2%
$ 11,568			$9,512	$2,056	Gross Patient Revenue/Adjusted Admission			$11,568			$9,512	$2,056
$ 5,993			$5,722	$271	Net Patient Revenue/Adjusted Admission			$5,993			$5,722	$271
38%	45%	-7%	59%	-21%	Salaries % Net Pt Rev	35%	40%	47%	45%	1%	49%	-2%
9%	9%	0%	13%	-4%	Benefits % Net Pt Rev	11%	12%	8%	9%	-1%	9%	-1%
5%	10%	-4%	9%	-4%	Supplies % Net Pt Rev	10%	13%	8%	10%	-2%	8%	-1%
					Cash and Liquidity							
188					Days Cash on Hand	236	106	188			99	88
51					A/R Days (Gross)	47	57	51			49	2
18					A/R Days (Net)	41	53	18			13	6
25					Days in AP	30	35	25			46	(21)
1.7					Current Ratio	4.3	2.6	1.7			1.5	0.2

Sierra Vista Hospital
STATISTICS by Month
April 30, 2021
(SUBJECT TO AUDIT)

Description	Month Ending 6/30/2021	Month Ending 5/31/2021	Month Ending 4/30/2021	Month Ending 3/31/2021	Month Ending 2/28/2021	Month Ending 1/31/2021	Month Ending 12/31/2020	Month Ending 11/30/2020	Month Ending 10/31/2020	Month Ending 9/30/2020	Month Ending 8/31/2020	Month Ending 7/31/2020
Admissions												
Acute			21	22	18	25	21	29	31	21	22	23
Swing			4	5	6	4	1	2	5	2	4	4
Total Admissions	-	-	**25**	**27**	**24**	**29**	**22**	**31**	**36**	**23**	**26**	**27**
ALOS (acute and swing)	-	-	3.6	4.3	4.4	6.1	7.2	4.3	3.9	5.7	4.7	3.2
Patient Days (acute and swing)			91	116	105	178	158	133	142	130	123	86
Outpatient Visits			1,169	1,008	1,121	1,382	1,166	1,260	1,326	1,038	920	1,072
Rural Health Clinic Visits			625	699	626	729	715	718	739	789	753	791
ER Visits			568	513	430	521	479	478	540	480	556	541
ER Visits Conversion to Acute Admissions	#DIV/0!	#DIV/0!	4%	4%	4%	5%	4%	6%	6%	4%	4%	4%
Surgery Cases												
Inpatient Surgery Cases			-	-	-	-	3	-	-	1	1	-
Outpatient Surgery Cases			-	-	-	19	1	12	12	10	7	9
Total Surgeries	-	-	-	-	-	**19**	**4**	**12**	**12**	**11**	**8**	**9**
Profitability												
EBITDA % Net Rev	#DIV/0!	#DIV/0!	19%	20%	11%	16%	5%	2%	22%	36%	25%	23%
Operating Margin %	#DIV/0!	#DIV/0!	3%	5%	-5%	1%	-14%	-16%	9%	19%	13%	10%
Rev Ded % Net Rev	#DIV/0!	#DIV/0!	51%	45%	49%	48%	50%	49%	49%	55%	54%	64%
Bad Debt % Net Pt Rev	#DIV/0!	#DIV/0!	13%	5%	7%	9%	12%	2%	8%	9%	10%	7%
Outpatient Revenue %			93%	93%	93%	87%	87%	93%	93%	94%	93%	94%
Gross Patient Revenue/Adjusted Admission	#DIV/0!	#DIV/0!	$ 11,568	$ 10,202	$ 10,745	$ 18,433	$ 19,157	$ 7,389	$ 8,219	$ 9,733	$ 10,494	$ 8,116
Net Patient Revenue/Adjusted Admission	#DIV/0!	#DIV/0!	$ 5,993	$ 5,590	$ 5,480	$ 9,506	$ 9,618	$ 3,788	$ 4,189	$ 4,380	$ 4,784	$ 2,919
Salaries % Net Pt Rev	#DIV/0!	#DIV/0!	38%	40%	46%	44%	54%	53%	40%	51%	49%	62%
Benefits % Net Pt Rev	#DIV/0!	#DIV/0!	9%	6%	8%	6%	8%	8%	7%	9%	7%	11%
Supplies % Net Pt Rev	#DIV/0!	#DIV/0!	5%	5%	6%	8%	8%	12%	9%	8%	8%	10%
Cash and Liquidity												
Days Cash on Hand	0	0	188	206	200	190	207	197	197	187	164	171
A/R Days (Gross)	0	0	51	50	54	53	42	46	47	46	47	48
A/R Days (Net)	0	0	18	18	20	22	5	13	16	14	15	19
Days in AP	0	0	25	65	25	37	31	38	27	25	38	46
Current Ratio	#DIV/0!	#DIV/0!	1.7	1.6	1.7	1.7	1.8	1.8	1.9	1.9	1.8	1.8

Sierra Vista Hospital
TWELVE MONTH STATISTICS
April 30, 2021
(SUBJECT TO AUDIT)

Description	Month Ending 4/30/2021	Month Ending 3/31/2021	Month Ending 2/28/2021	Month Ending 1/31/2021	Month Ending 12/31/2020	Month Ending 11/30/2020	Month Ending 10/31/2020	Month Ending 9/30/2020	Month Ending 8/31/2020	Month Ending 7/31/2020	Month Ending 6/30/2020	Month Ending 5/31/2020
Admissions												
Acute	21	22	18	25	21	29	31	21	22	23	22	31
Swing	4	5	6	4	1	2	5	2	4	4	2	1
Total Admissions	**25**	**27**	**24**	**29**	**22**	**31**	**36**	**23**	**26**	**27**	**24**	**32**
ALOS (acute and swing)	3.6	4.3	4.4	6.1	7.2	4.3	3.9	5.7	4.7	3.2	3.1	3.0
Patient Days (acute and swing)	91	116	105	178	158	133	142	130	123	86	75	95
Outpatient Visits	1,169	1,008	1,121	1,382	1,166	1,260	1,326	1,038	920	1,072	1,031	598
Rural Health Clinic Visits	625	699	626	729	715	718	739	789	753	791	767	540
ER Visits	568	513	430	521	479	478	540	480	556	541	572	410
ER Visits Conversion to Acute Admissions	4%	4%	4%	5%	4%	6%	6%	4%	4%	4%	4%	8%
Surgery Cases												
Inpatient Surgery Cases	-	-	-	-	3	-	-	1	1	-	-	1
Outpatient Surgery Cases	-	-	-	19	1	12	12	10	7	9	10	-
Total Surgeries	**-**	**-**	**-**	**19**	**4**	**12**	**12**	**11**	**8**	**9**	**10**	**1**
Profitability												
EBITDA % Net Rev	19%	20%	11%	16%	5%	2%	22%	36%	25%	23%	46%	48%
Operating Margin %	2.6%	5.1%	-5%	1%	-14%	-16%	9%	19%	13%	10%	36%	40%
Rev Ded % Net Rev	51%	45%	49%	48%	50%	49%	49%	55%	54%	64%	69%	42%
Bad Debt % Net Pt Rev	13.0%	5.0%	7%	9%	12%	2%	8%	9%	10%	7%	20%	6%
Outpatient Revenue %	93%	93%	93%	87%	87%	93%	93%	94%	93%	94%	96%	92%
Gross Patient Revenue/Adjusted Admission	$ 11,568	$ 10,202	$ 10,745	$ 18,433	$ 19,157	$ 7,389	$ 8,219	$ 9,733	$ 10,494	$ 8,116	$ 6,168	$ 8,047
Net Patient Revenue/Adjusted Admission	$ 5,993	$ 5,590	$ 5,480	$ 9,506	$ 9,618	$ 3,788	$ 4,189	$ 4,380	$ 4,784	$ 2,919	$ 1,896	$ 4,675
Salaries % Net Pt Rev	38%	40%	46%	44%	54%	53%	40%	51%	49%	62%	70%	43%
Benefits % Net Pt Rev	9%	6%	8%	6%	8%	8%	7%	9%	7%	11%	15%	8%
Supplies % Net Pt Rev	5%	5%	6%	8%	8%	12%	9%	8%	8%	10%	14%	8%
Cash and Liquidity												
Days Cash on Hand	188	206	200	190	207	197	197	187	164	171	166	183
A/R Days (Gross)	51	50	54	53	42	46	47	46	47	48	52	51
A/R Days (Net)	18	18	20	22	5	13	16	14	15	19	17	14
Days in AP	25	65	25	37	31	38	27	25	38	46	52	43
Current Ratio	1.7	1.6	1.7	1.7	1.8	1.8	1.9	1.9	1.8	1.8	1.5	1.4

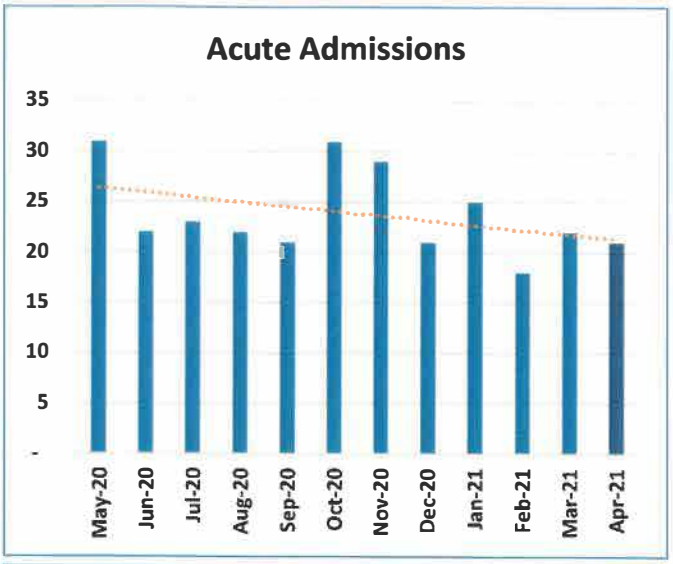
Sierra Vista Hospital
Detailed Stats by Month
4/30/2021
(SUBJECT TO AUDIT)

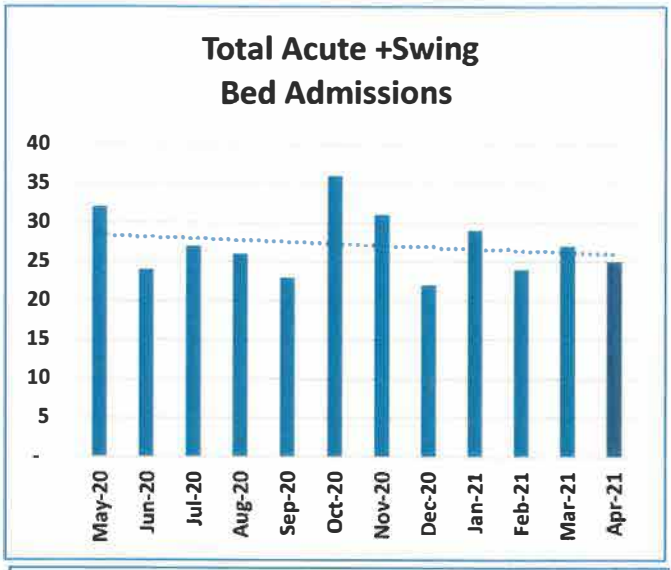
	FY2021	Avg FY2021	Month Ending 6/30/2021	Month Ending 5/31/2021	Month Ending 4/30/2021	Month Ending 3/31/2021	Month Ending 2/28/2021	Month Ending 1/31/2021	Month Ending 12/31/2020	Month Ending 11/30/2020	Month Ending 10/31/2020	Month Ending 9/30/2020	Month Ending 8/31/2020	Month Ending 7/31/2020
Description														
Total Acute Patient Days	759	76			42	77	61	126	110	82	81	51	64	65
Total Swingbed Patient Days	503	50			49	39	44	52	48	51	61	79	59	21
Total Acute Hours (based on Disch Hrs)	18,331	1,833	-	-	1,356	1,907	1,460	3,220	2,793	1,991	1,509	1,232	1,229	1,634
TOTAL ACUTE														
Patient Days	759	76			42	77	61	126	110	82	81	51	64	65
Admits	233	23			21	22	18	25	21	29	31	21	22	23
Discharges	237	24			21	24	17	25	26	28	28	22	19	27
Discharge Hours	18,331	1,833			1,356	1,907	1,460	3,220	2,793	1,991	1,509	1,232	1,229	1,634
Avg LOS	3.2	3.2	#DIV/0!	#DIV/0!	2.0	3.2	3.6	5.0	4.2	2.9	2.9	2.3	3.4	2.4
Medicare Acute														
Patient Days	477	48			25	47	51	77	59	56	47	37	34	44
Admits	149	15			12	16	14	16	11	19	22	16	11	12
Discharges	150	15			11	17	14	16	16	16	20	15	10	15
Discharge Hours	11,821	1,182			733	1,179	1,208	2,095	1,618	1,294	1,074	834	675	1,111
Avg LOS	3.2	3.2	#DIV/0!	#DIV/0!	2.3	2.8	3.6	4.8	3.7	3.5	2.4	2.5	3.4	2.9
SWING - ALL (Medicare/Other)														
Patient Days	503	50			49	39	44	52	48	51	61	79	59	21
Admits	37	4			4	5	6	4	1	2	5	2	4	4
Discharges	35	4			4	6	4	4	2	3	4	2	4	2
Discharge Hours	11,882	1,188			1,170	1,196	716	2,152	2,865	537	1,091	640	1,272	243
Avg LOS	14.4	14.4	#DIV/0!	#DIV/0!	12.3	6.5	11.0	13.0	24.0	17.0	15.3	39.5	14.8	10.5
Observations														
Patient Days	452	45			12	36	30	41	46	63	67	53	60	44
Admits	283	28			20	25	21	24	12	38	39	34	38	32
Discharge Hours	10,415	1,042			654	700	661	1982	343	1555	1362	1036	1045	1077
Emergency Room														
Total ER Patients	5,106	511			568	513	430	521	479	478	540	480	556	541
Admitted	428	43			36	40	32	47	47	54	51	39	37	45
Transferred	534	53			55	58	52	41	41	40	57	63	63	64
Ambulance														
Total ALS/BLS runs	2,860	286			316	292	275	296	279	246	294	273	295	294
911 Calls	2,112	211			224	215	199	212	201	185	215	200	238	223
Transfers	748	75			92	77	76	84	78	61	79	73	57	71
OP Registrations	11,462	1,146			1169	1008	1,121	1,382	1,166	1,260	1,326	1,038	920	1,072
Vaccine Clinic	4,096	410			1074	1133	1,635	254	-	-	-	-	-	-
Rural Health Clinic														
Total RHC Visits	7,184	718			625	699	626	729	715	718	739	789	753	791
Avg Visits per day	342	34			28	30	31	37	36	38	32	40	34	36
Behavioral Health														
Patients Seen	3,136	314			317	360	281	331	294	298	326	279	305	345

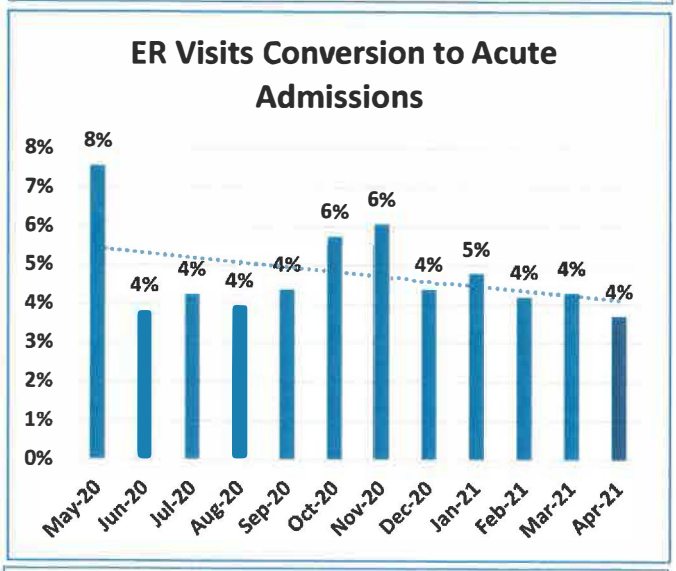
Sierra Vista Hospital
Detailed Stats by Month
4/30/2021
(SUBJECT TO AUDIT)

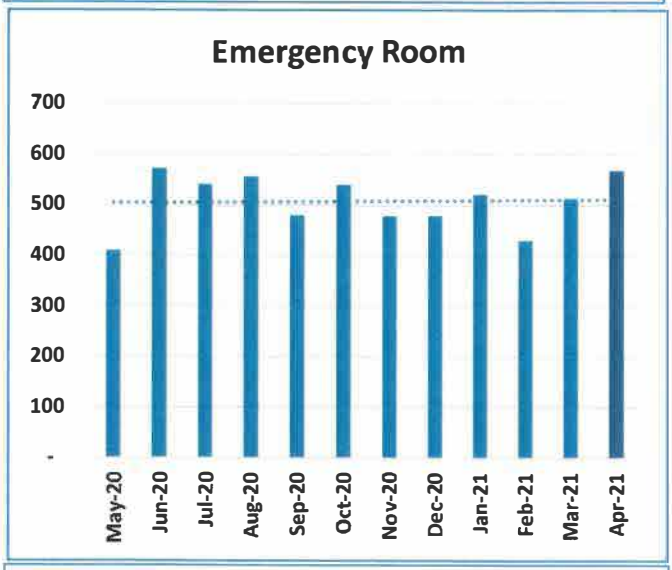
	FY2021	Avg FY2021	Month Ending 6/30/2021	Month Ending 5/31/2021	Month Ending 4/30/2021	Month Ending 3/31/2021	Month Ending 2/28/2021	Month Ending 1/31/2021	Month Ending 12/31/2020	Month Ending 11/30/2020	Month Ending 10/31/2020	Month Ending 9/30/2020	Month Ending 8/31/2020	Month Ending 7/31/2020
Dietary														
Inpatient Meals	5,561	556			462	538	429	732	682	624	638	570	510	376
Outpatient Meals	1,033	103			97	89	91	105	103	116	139	131	80	82
Cafeteria Meals	20,159	2,016			2,238	2,174	1,961	2,223	957	2,027	2,251	2,160	2,031	2,137
Functions	1,358	136			157	168	141	181	66	56	188	143	132	126
Laboratory														
In-house Testing	158,392	15,839			17,006	16,332	15,099	17,058	14,287	14,502	17,112	16,420	14,747	15,829
Sent Out Testing	7,773	777			913	748	935	1,175	1,079	1,048	509	460	400	506
Drugscreens	202	20			23	19	23	14	6	21	14	23	37	22
Physical Therapy														
PT Visits	1,915	192			304	263	195	134	119	135	168	235	204	158
Tx Units	7,430	743			1,153	1,032	715	497	457	512	736	896	779	653
Outpatient	387	39			57	51	41	36	30	32	37	39	34	30
Inpatient	147	15			25	19	17	15	7	14	20	10	8	12
Radiology														
X-Ray Patients	3,662	366			385	434	351	373	251	330	404	379	412	343
CT Patients	2,315	232			91	303	277	277	133	185	237	271	261	280
Ultrasound Patients	847	85			43	114	122	88	78	78	70	71	110	73
Mammogram Patients	407	41			43	44	39	34	47	29	46	42	42	41
MRI Patients	290	29			38	20	20	27	24	16	54	30	40	21
Nuclear Medicine Patients	45	5			4	9	4	1	3	4	4	3	9	4
DEXA	93	9			12	13	6	8	3	7	7	16	11	10
Surgery														
Surgical Procedures - OR	77	8			-	-	-	19	4	12	9	13	8	12
GI Lab Scopes	65	7			-	-	-	22	-	11	7	10	5	10
Major Surgery	11	1			-	-	-	1	3	1	1	2	1	2
Minor Surgery Under TIVA/Sedation	5	1			-	-	-	-	1	-	1	1	2	-
Inpatient Procedures	5	1			-	-	-	-	3	-	-	1	1	-
Outpatient Procedures	70	7			-	-	-	19	1	12	12	10	7	9

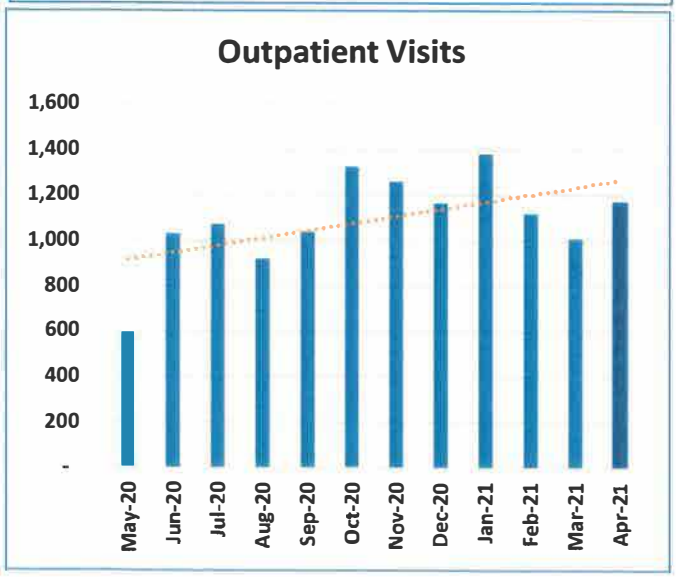
Volume Trends

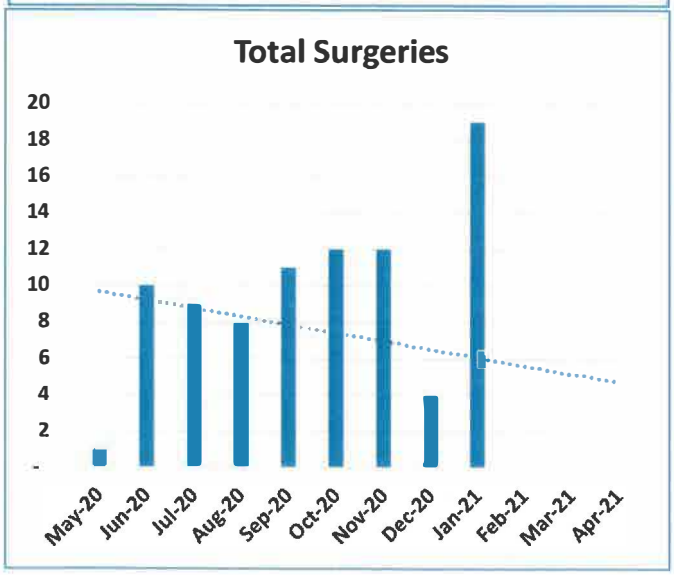












Sierra Vista Hospital
INCOME STATEMENT
April 30, 2021

MONTH						YEAR TO DATE				
Actual 4/30/21	Budget 4/30/21	Variance to Budget	Prior Year 4/29/20	Variance to Prior Year	DESCRIPTION	Actual 4/30/21	Budget 4/30/21	Variance to Budget	Prior Year 4/29/20	Variance to Prior Year
$ 4,131,478	**$ 3,555,127**	**$ 576,351**	**$ 2,325,254**	**$1,806,224**	**Gross Patient Revenue**	**$ 37,885,131**	**$ 36,025,292**	**$ 1,859,839**	**$ 36,334,494**	**$1,550,637**
					Revenue Deductions					
$ 1,863,514	1,696,309	167,205	881,898	$981,616	Contractual Allowances	17,255,022	17,189,260	65,762	17,516,448	($261,426)
$ 319,993	144,592	175,401	210,416	$109,577	Bad Debt	1,697,285	1,465,201	232,084	1,341,705	$355,580
$ 13,425	102,996	(89,571)	69,212	($55,787)	Other Deductions	625,033	1,043,691	(418,658)	1,030,470	(405,437)
$ 2,196,932	**$ 1,943,897**	**$ 253,035**	**$ 1,161,527**	**$ 1,035,405**	**Total Revenue Deductions**	**$ 19,577,339**	**$ 19,698,152**	**$ (120,813)**	**$ 19,888,623**	**$ (311,283)**
$ 205,958	20,135	185,823	234,983	($29,025)	Other Patient Revenue	217,809	201,350	16,459	240,805	(22,996)
$ 2,140,504	**$ 1,631,365**	**$ 509,139**	**$1,398,710**	**$741,794**	**Net Patient Revenue**	**$ 18,525,601**	**$ 16,528,490**	**$ 1,997,111**	**$ 16,686,677**	**$ 1,838,924**
52%	**46%**	**6%**	**60%**	**(8%)**	**Gross to Net %**	**49%**	**46%**	**3%**	**46%**	**3%**
$ 227,256	180,947	46,309	188,879	$38,378	Other Operating Revenue	2,214,452	1,833,592	380,860	1,823,425	391,027
$ 114,844	1,004,070	(889,226)	1,726,003	($1,611,159)	Non-Operating Revenue	3,489,088	10,174,570	(6,685,482)	3,649,122	(160,034)
$ 2,482,604	**$ 2,816,382**	**$ (333,778)**	**$ 3,313,592**	**$ (830,987)**	**Total Operating Revenue**	**$ 24,229,140**	**$ 28,536,652**	**$ (4,307,512)**	**$ 22,159,224**	**2,069,916**
					Expenses					
$ 1,044,325	**$946,122**	**$98,203**	**$1,012,785**	**$31,540**	**Salaries & Benefits**	**$10,218,867**	**$9,587,361**	**631,506**	**$9,727,509**	**$491,358**
$ 820,724	781,790	38,934	823,300	(2,575)	Salaries	8,638,423	7,922,134	716,289	8,096,678	541,745
$ 183,484	147,575	35,909	174,940	8,544	Benefits	1,414,181	1,495,426	(81,245)	1,484,090	(69,909)
$ 40,117	16,757	23,360	14,545	25,572	Other Salary & Benefit Expense	166,263	169,801	(3,538)	146,741	19,521
$ 113,407	146,248	(32,841)	126,763	(13,356)	Supplies	1,418,887	1,481,980	(63,093)	1,385,561	$33,326
$ 522,755	425,135	97,620	358,789	163,965	Contract Services	4,659,627	4,308,034	351,593	4,410,540	$249,087
$ 176,104	137,239	38,865	139,489	36,615	Professional Fees	1,494,640	1,390,684	103,956	1,390,760	$103,880
$ (12,888)	9,725	(22,613)	8,160	(21,048)	Leases/Rentals	72,246	98,545	(26,299)	100,628	($28,382)
$ 34,497	44,773	(10,276)	37,160	(2,663)	Utilities	433,906	453,703	(19,797)	317,784	$116,121
$ 45,950	45,462	488	48,930	(2,980)	Repairs / Maintenance	447,095	460,679	(13,584)	488,064	($40,969)
$ 61,888	47,250	14,638	92,713	(30,825)	Insurance	540,468	478,800	61,668	467,871	$72,597
$ 29,314	35,888	(6,574)	42,378	($13,063)	Other Operating Expenses	320,044	363,663	(43,619)	389,836	($69,793)
$2,015,352	**$1,837,842**	**$177,510**	**1,867,167**	**$148,185**	**Total Operating Expenses**	**$19,605,779**	**$18,623,449**	**$982,330**	**$18,678,555**	**$927,225**
$467,252	**$978,540**	**($511,288)**	**$1,446,425**	**($979,172.42)**	**EBITDA**	**$4,623,361**	**$9,913,203**	**($5,289,842)**	**$3,480,669**	**$1,142,692**
19%	**35%**	**(16%)**	**44%**	**(25%)**	**EBITDA Margin**	**19%**	**35%**	**(16%)**	**16%**	**3%**
					Non - Operating Expenses					
$ 283,920	$156,655	$127,265	$165,588	$118,332	Depreciation and Amortization	2,618,007	$1,566,550	1,051,457	$1,314,124	$1,303,883
$ 78,407	86,765	($8,358)	73,637	$4,771	Interest	747,534	867,650	(120,116)	$594,775	$152,759
$ 39,201	40,568	($1,367)	37,972	$1,229	Tax/Other	359,609	405,680	(46,071)	$412,442	($52,834)
$401,528	**$283,988**	**$117,540**	**$277,197**	**$124,332**	**Total Non Operating Expense**	**$3,725,149**	**$2,839,880**	**$885,269**	**$2,321,341**	**$1,403,808**
$65,724	**$694,552**	**($628,828)**	**$1,169,228**	**($1,103,504)**	**NET INCOME (LOSS)**	**$898,212**	**$7,073,323**	**($6,175,111)**	**$1,159,328**	**($261,116)**
3%	**25%**	**(22%)**	**35%**	**(33%)**	**Net Income Margin**	**4%**	**25%**	**(21%)**	**5%**	**(2%)**

Sierra Vista Hospital
INCOME STATEMENT by Month
April 30, 2021

Description	Month Ending 6/30/2021	Month Ending 5/31/2021	Month Ending 4/30/2021	Month Ending 3/31/2021	Month Ending 2/28/2021	Month Ending 1/31/2021	Month Ending 12/31/2020	Month Ending 11/30/2020	Month Ending 10/31/2020	Month Ending 9/30/2020	Month Ending 8/31/2020	Month Ending 7/31/2020
Revenues												
Gross Patient Revenue			$ 4,131,478	$ 3,934,973	$ 3,684,125	$ 4,111,970	$ 3,242,025	$ 3,272,445	$ 4,227,068	$ 3,731,071	$ 3,897,739	$ 3,652,236
Revenue Deductions												
Contractual Allowances			1,863,514	1,602,571	1,619,783	1,685,626	1,332,467	1,517,432	1,816,202	1,824,294	1,848,214	2,144,920
Bad Debt			319,993	113,417	132,636	217,031	229,517	35,354	177,937	167,441	204,887	99,073
Other Deductions			13,425	62,749	54,827	88,936	60,666	42,130	79,395	60,514	67,711	94,680
Total Revenue Deductions	$ -	$ -	$ 2,196,932	$ 1,778,737	$ 1,807,246	$ 1,991,593	$ 1,622,649	$ 1,594,916	$ 2,073,534	$ 2,052,248	$ 2,120,812	$ 2,338,672
Other Patient Revenue			205,958	27	1,862	88	8,287	164	902	331	73	117
Net Patient Revenue	$ -	$ -	$ 2,140,504	$ 2,156,263	$ 1,878,741	$ 2,120,465	$ 1,627,663	$ 1,677,693	$ 2,154,436	$ 1,679,154	$ 1,777,000	$ 1,313,682
Gross to Net %	#DIV/0!	#DIV/0!	52%	55%	51%	52%	50%	51%	51%	45%	46%	36%
Other Operating Revenue			227,256	221,710	241,988	238,243	143,646	207,562	367,341	188,803	188,829	189,074
Non-Operating Revenue			114,844	131,400	138,186	108,837	195,695	145,891	93,939	1,077,118	643,346	839,831
Total Operating Revenue	$ -	$ -	$ 2,482,604	$ 2,509,373	$ 2,258,916	$ 2,467,545	$ 1,967,004	$ 2,031,146	$ 2,615,716	$ 2,945,075	$ 2,609,175	$ 2,342,587
Expenses												
Salaries & Benefits	$0	$0	$1,044,325	$1,026,515	$1,012,602	$1,066,778	$1,021,227	$1,039,559	$1,023,654	$1,016,283	$992,582	$975,343
Salaries			820,724	852,369	861,251	925,034	881,776	892,298	870,706	851,591	863,628	819,045
Benefits			183,484	140,040	144,146	135,656	128,679	134,838	141,673	149,490	115,971	140,206
Other Salary & Benefit Expense			40,117	34,106	7,206	6,087	10,771	12,424	11,275	15,202	12,982	16,092
Supplies			113,407	114,696	113,937	173,301	122,288	194,647	188,323	127,331	138,464	132,492
Contract Services			522,755	529,963	532,750	462,129	428,643	449,287	460,225	415,319	481,125	377,430
Professional Fees			176,104	139,489	139,489	178,214	137,711	139,489	165,678	139,489	139,489	139,489
Leases/Rentals			(12,888)	12,544	17,757	5,040	8,533	7,193	8,155	9,091	8,143	8,680
Utilities			34,497	34,884	49,418	25,126	35,426	34,952	41,158	57,734	80,826	39,885
Repairs / Maintenance			45,950	52,155	44,045	59,702	51,424	34,990	35,681	53,711	34,131	35,308
Insurance			61,888	61,754	60,559	61,380	22,520	60,532	61,903	22,914	62,802	64,218
Other Operating Expenses			29,314	34,837	29,145	40,292	34,370	21,276	49,953	32,438	27,681	20,738
Total Operating Expenses	$0	$0	$2,015,352	$2,006,836	$1,999,703	$2,071,961	$1,862,141	$1,981,924	$2,034,730	$1,874,308	$1,965,241	$1,793,583
EBITDA	$0	$0	$467,252	$502,537	$259,213	$395,584	$104,863	$49,221	$580,986	$1,070,767	$643,934	$549,003
EBITDA Margin	#DIV/0!	#DIV/0!	19%	20%	11%	16%	5%	2%	22%	36%	25%	23%
Non - Operating Expenses												
Depreciation and Amortization			$283,920	$261,732	$259,940	$262,978	$262,123	$262,402	$257,967	$390,593	$189,253	$187,099
Interest			78,407	74,314	74,322	74,331	74,339	74,348	74,356	74,364	74,372	74,381
Tax/Other			39,201	38,267	36,707	32,926	35,081	34,050	13,784	42,948	41,593	45,051
Total Non Operating Expenses	$0	$0	$401,528	$374,313	$370,970	$370,236	$371,543	$370,799	$346,107	$507,905	$305,218	$306,531
NET INCOME (LOSS)	$0	$0	$65,724	$128,224	($111,757)	$25,349	($266,681)	($321,578)	$234,879	$562,862	$338,715	$242,473
Net Income Margin	#DIV/0!	#DIV/0!	3%	5%	(5%)	1%	(14%)	(16%)	9%	19%	13%	10%

Sierra Vista Hospital
TWELVE MONTH INCOME STATEMENT
April 30, 2021

Description	Month Ending 4/30/2021	Month Ending 3/31/2021	Month Ending 2/28/2021	Month Ending 1/31/2021	Month Ending 12/31/2020	Month Ending 11/30/2020	Month Ending 10/31/2020	Month Ending 9/30/2020	Month Ending 8/31/2020	Month Ending 7/31/2020	Month Ending 6/30/2020	Month Ending 5/31/2020
Revenues												
Gross Patient Revenue	$ 4,131,478	$ 3,934,973	$ 3,684,125	$ 4,111,970	$ 3,242,025	$ 3,272,445	$ 4,227,068	$ 3,731,071	$ 3,897,739	$ 3,652,236	$ 3,700,850	$ 3,218,793
Revenue Deductions												
Contractual Allowances	1,863,514	1,602,571	1,619,783	1,685,626	1,332,467	1,517,432	1,816,202	1,824,294	1,848,214	2,144,920	469,765	1,154,380
Bad Debt	319,993	113,417	132,636	217,031	229,517	35,354	177,937	167,441	204,887	99,073	282,162	115,339
Other Deductions	13,425	62,749	54,827	88,936	60,666	42,130	79,395	60,514	67,711	94,680	143,459	79,184
Total Revenue Deductions	$ 2,196,932	$ 1,778,737	$ 1,807,246	$ 1,991,593	$ 1,622,649	$ 1,594,916	$ 2,073,534	$ 2,052,248	$ 2,120,812	$ 2,338,672	$ 895,385	$ 1,348,903
Other Patient Revenue	205,958	27	1,862	88	8,287	164	902	331	73	117	768	51
Net Patient Revenue	$ 2,140,504	$ 2,156,263	$ 1,878,741	$ 2,120,465	$ 1,627,663	$ 1,677,693	$ 2,154,436	$ 1,679,154	$ 1,777,000	$ 1,313,682	$ 2,806,233	$ 1,869,941
Gross to Net %	51.8%	54.8%	51.0%	51.6%	50.2%	51.3%	51.0%	45%	46%	36%	76%	58%
Other Operating Revenue	227,256	221,710	241,988	238,243	143,646	207,562	367,341	188,803	188,829	189,074	785,619	189,008
Non-Operating Revenue	114,844	131,400	138,186	108,837	195,695	145,891	93,939	1,077,118	643,346	839,831	2,115,541	1,380,853
Total Operating Revenue	$ 2,482,604	$ 2,509,373	$ 2,258,916	$ 2,467,545	$ 1,967,004	$ 2,031,146	$ 2,615,716	$ 2,945,075	$ 2,609,175	$ 2,342,587	$ 5,707,393	$ 3,439,802
Expenses												
Salaries & Benefits	1,044,325	1,026,515	1,012,602	1,066,778	1,021,227	1,039,559	1,023,654	1,016,283	992,582	975,343	997,873	963,089
Salaries	820,724	852,369	861,251	925,034	881,776	892,298	870,706	851,591	863,628	819,045	792,477	799,946
Benefits	183,484	140,040	144,146	135,656	128,679	134,838	141,673	149,490	115,971	140,206	166,491	144,915
Other Salary & Benefit Expense	40,117	34,106	7,206	6,087	10,771	12,424	11,275	15,202	12,982	16,092	38,905	18,228
Supplies	113,407	114,696	113,937	173,301	122,288	194,647	188,323	127,331	138,464	132,492	150,435	148,347
Contract Services	522,755	529,963	532,750	462,129	428,643	449,287	460,225	415,319	481,125	377,430	387,524	398,029
Professional Fees	176,104	139,489	139,489	178,214	137,711	139,489	165,678	139,489	139,489	139,489	169,153	139,489
Leases/Rentals	(12,888)	12,544	17,757	5,040	8,533	7,193	8,155	9,091	8,143	8,680	9,373	8,315
Utilities	34,497	34,884	49,418	25,126	35,426	34,952	41,158	57,734	80,826	39,885	47,459	33,998
Repairs / Maintenance	45,950	52,155	44,045	59,702	51,424	34,990	35,681	53,711	34,131	35,308	16,183	24,939
Insurance	61,888	61,754	60,559	61,380	22,520	60,532	61,903	22,914	62,802	64,218	53,333	53,667
Other Operating Expenses	29,314	34,837	29,145	40,292	34,370	21,276	49,953	32,438	27,681	20,738	41,211	24,191
Total Operating Expenses	$2,015,352	$2,006,836	$1,999,703	$2,071,961	$1,862,141	$1,981,924	$2,034,730	$1,874,308	$1,965,241	$1,793,583	$1,872,543	$1,794,064
EBITDA	$467,252	$502,537	$259,213	$395,584	$104,863	$49,221	$580,986	$1,070,767	$643,934	$549,003	$3,834,850	$1,645,738
EBITDA Margin	18.8%	20.0%	11.5%	16.0%	5.3%	2.4%	22%	36%	25%	23%	67%	48%
Non - Operating Expenses												
Depreciation and Amortization	283,920	261,732	259,940	262,978	262,123	262,402	257,967	390,593	189,253	187,099	548,083	168,985
Interest	78,407	74,314	74,322	74,331	74,339	74,348	74,356	74,364	74,372	74,381	73,637	73,637
Tax/Other	39,201	38,267	36,707	32,926	35,081	34,050	13,784	42,948	41,593	45,051	38,118	36,257
Total Non Operating Expenses	$401,528	$374,313	$370,970	$370,236	$371,543	$370,799	$346,107	$507,905	$305,218	$306,531	$659,838	$278,879
NET INCOME (LOSS)	$65,724	$128,224	($111,757)	$25,349	($266,681)	($321,578)	$234,879	$562,862	$338,715	$242,473	$3,175,013	$1,366,859
Net Income Margin	2.6%	5.1%	(4.9%)	1.0%	(13.6%)	(16%)	9%	19%	13%	10%	56%	40%

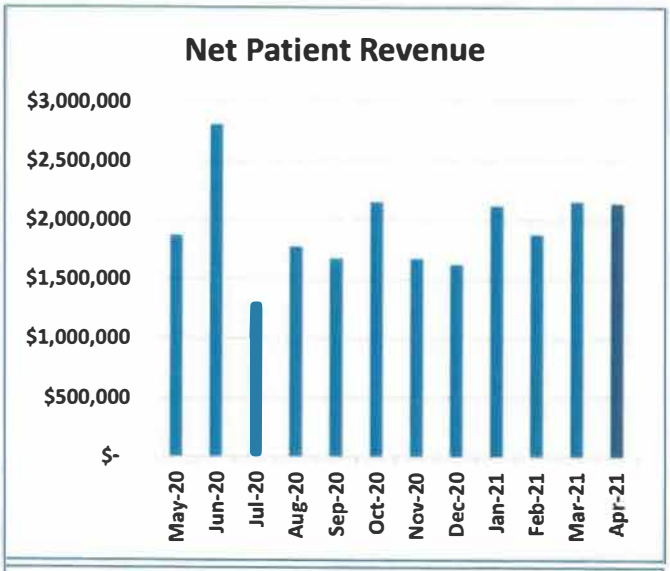
Sierra Vista Hospital
BALANCE SHEET
April 30, 2021

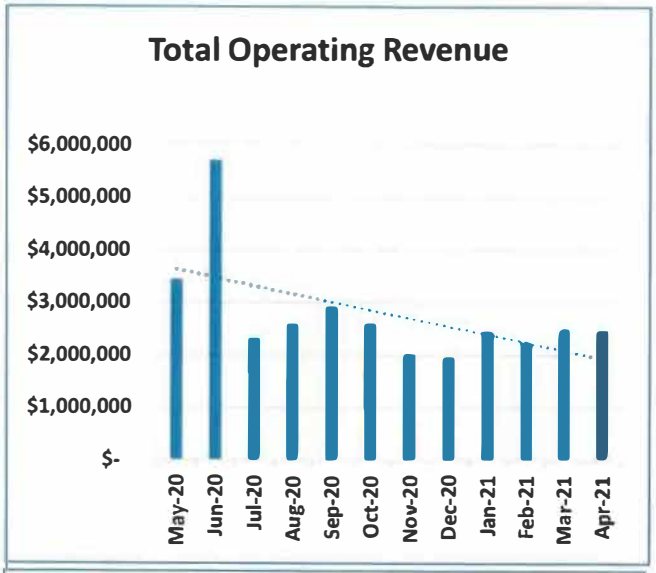
April 30, 2021 (Unaudited)	DESCRIPTION	June 30, 2020 (Unaudited)
	Assets	
	Current Assets	
$ 12,002,763	Cash and Liquid Capital	$ 10,131,267
$ 188,420	US Bank Clearing	$ 44,959
$ 12,191,183	**Total Cash**	**$ 10,176,226**
$ 6,375,005	Accounts Receivable - Gross	$ 6,228,852
$ 5,240,178	Contractual Allowance	$ 4,903,770
$ 1,134,827	**Total Accounts Receivable, Net of Allowance**	**$ 1,325,083**
$ 1,056,445	Other Receivables	$ 2,790,687
$ 486,667	Inventory	$ 388,581
$ 175,966	Prepaid Expense	$ 31,809
$ 15,045,088	**Total Current Assets**	**$ 14,712,385**
	Long Term Assets	
$ 52,525,931	Fixed Assets	$ 46,982,591
$ 10,908,407	Accumulated Depreciation	$ 10,580,713
$ -	Construction in Progress	$ 5,893,470
$ 41,617,524	**Total Fixed Assets, Net of Depreciation**	**$ 42,295,348**
$ 41,617,524	**Total Long Term Assets**	**$ 42,295,348**
$ 3,134,618	**New Hospital Loan**	**$ 1,957,697**
$ 59,797,230	**Total Assets**	**$ 58,965,430**
	Liabilities & Equity	
	Current Liabilities	
$ 771,666	Account Payable	$ 2,625,313
$ 4,982,056	Provider Relief Funds/PPP Loan/Interest Payable	$ 4,269,490
$ 39,222	Accrued Taxes	$ 30,007
$ 822,259	Accrued Payroll and Related	$ 761,444
$ 2,278,652	Cost Report Settlement	$ 1,553,303
$ 8,893,856	**Total Current Liabilities**	**$ 9,239,558**
	Long term Liabilities	
$ 26,545,643	Long Term Notes Payable	$ 26,631,480
$ 26,545,643	**Total Long Term Liabilities**	**$ 26,631,480**
$ 367,200	**Unapplied Liabilities**	**$ 290,108**
$ 413,035	**Capital Equipment Lease**	**$ 125,000**
$ 36,219,734	**Total Liabilltes**	**$ 36,286,146**
$ 23,511,772	**Retained Earnings**	**$ 19,504,272**
$ 65,724	**Net Income**	**$ 3,175,013**
$ 59,797,230	**Total Liabilities and Equity**	**$ 58,965,430**

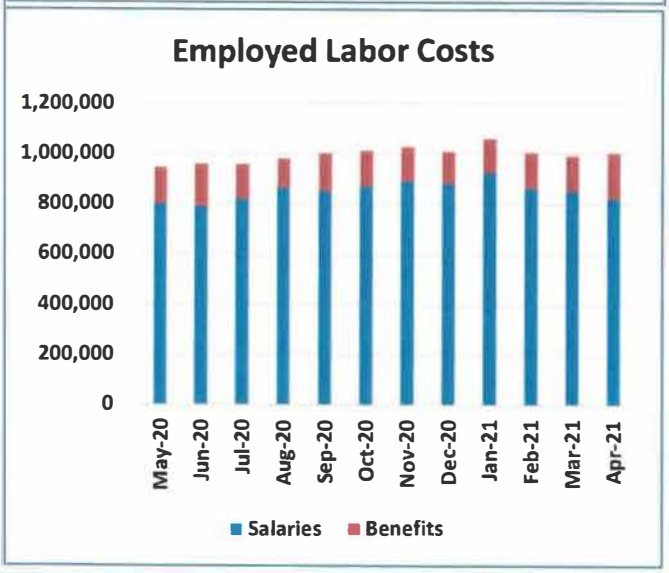
Sierra Vista Hospital
BALANCE SHEET by Month
April 30, 2021

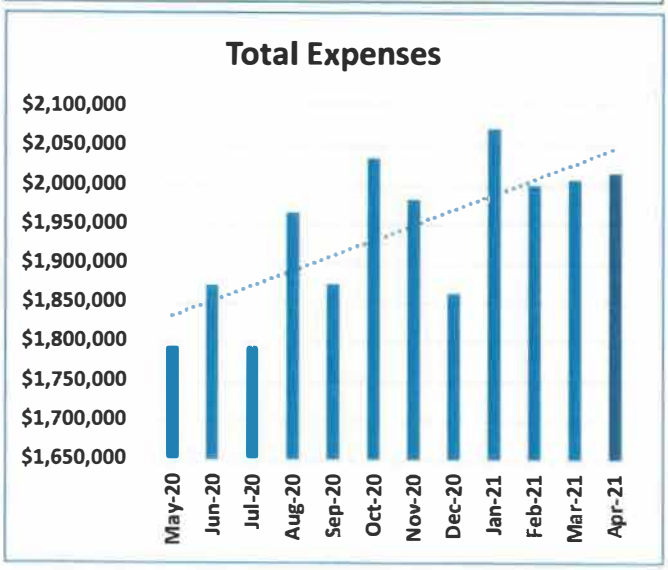
	Month Ending 6/30/2021	Month Ending 5/31/2021	Month Ending 4/30/2021	Month Ending 3/31/2021	Month Ending 2/28/2021	Month Ending 1/31/2021	Month Ending 12/31/2020	Month Ending 11/30/2020	Month Ending 10/31/2020	Month Ending 9/30/2020	Month Ending 8/31/2020	Month Ending 7/31/2020
Assets												
Current Assets												
Cash and Liquid Capital			12,002,763	12,934,011	12,677,012	11,999,437	12,624,082	12,349,848	12,291,190	9,834,922	10,171,719	10,461,407
US Bank Clearing			188,420	415,293	224,017	92,901	452,514	240,996	203,495	1,886,519	112,549	92,116
Total Cash	$0	$0	$12,191,183	$13,349,304	$12,901,029	$12,092,338	$13,076,596	$12,590,844	$12,494,686	$11,721,441	$10,284,268	$10,553,524
Accounts Receivable - Gross			6,375,005	6,212,906	6,637,507	6,518,560	5,092,543	5,672,035	5,996,937	5,752,503	5,881,184	6,073,755
Contractual Allowance			5,240,178	5,138,615	5,452,627	5,263,051	4,795,808	4,928,519	5,065,842	4,993,809	5,119,575	5,230,791
Total Accounts Receivable, Net of Allowance	$ -	$ -	$ 1,134,827	$ 1,074,291	$ 1,184,880	$ 1,255,509	$ 296,735	$ 743,516	$ 931,095	$ 758,694	$ 761,609	$ 842,965
Other Receivables			1,056,445	983,404	(46,521)	(285,894)	145,892	153,029	186,411	849,509	1,868,730	2,072,160
Inventory			486,667	452,628	484,798	470,037	439,313	428,579	413,728	539,965	424,975	528,783
Prepaid Expense			175,966	206,850	249,718	275,417	313,100	308,457	285,578	234,660	226,258	252,963
Total Current Assets	$0	$0	$15,045,088	$16,066,477	$14,773,905	$13,807,407	$14,271,635	$14,224,426	$14,311,497	$14,104,270	$13,565,841	$14,250,395
Long Term Assets												
Fixed Assets			52,525,931	52,049,761	51,972,006	51,918,370	51,663,900	51,507,180	51,305,717	53,361,000	47,208,622	46,998,099
Accumulated Depreciation			10,908,407	10,624,487	10,362,755	10,102,815	9,839,837	9,577,713	9,315,312	11,347,658	10,957,065	10,767,812
Construction in Progress			0	0	0	0	0	9,563	0	0	5,884,352	5,226,714
Total Fixed Assets, Net of Depreciation			41,617,524	41,425,274	41,609,251	41,815,555	41,824,064	41,939,030	41,990,405	42,013,342	42,135,909	41,457,001
Total Long Term Assets	$ -	$ -	$ 41,617,524	$ 41,425,274	$ 41,609,251	$ 41,815,555	$ 41,824,064	$ 41,939,030	$ 41,990,405	$ 42,013,342	$ 42,135,909	$41,457,001
New Hospital Loan			$ 3,134,618	$ 3,012,393	$ 2,890,168	$ 2,767,944	$ 2,645,719	$ 2,523,494	$ 2,401,269	$ 2,279,045	$ 2,156,820	$ 2,034,595
Total Assets	$ -	$ -	$ 59,797,230	$ 60,504,144	$ 59,273,324	$ 58,390,905	$ 58,741,418	$ 58,686,949	$ 58,703,172	$ 58,396,657	$ 57,858,570	$ 57,741,991
Liabilities & Equity												
Current Liabilities												
Account Payable			771,666	2,003,464	771,869	1,123,004	918,151	1,148,320	829,369	742,585	1,141,183	1,302,183
Provider Relief Funds/PPP Loan/Interest Payable			4,982,056	4,905,158	4,828,261	4,751,363	4,674,465	4,597,567	4,520,669	4,443,771	4,366,874	4,289,976
Accrued Taxes			39,222	38,400	35,822	32,903	35,081	34,046	36,502	32,834	36,575	35,061
Accrued Payroll and Related			822,259	763,566	646,348	549,490	941,978	762,340	788,094	665,665	592,025	744,030
Cost Report Settlement			2,278,652	2,278,652	2,622,861	1,436,335	1,436,335	1,436,335	1,436,335	1,636,335	1,457,893	1,457,893
Total Current Liabilities	$0	$0	$8,893,856	$9,989,239	$8,905,160	$7,893,096	$8,006,010	$7,978,607	$7,610,969	$7,521,191	$7,594,550	$7,829,142
Long term Liabilities												
Long Term Notes Payable			26,545,643	26,549,694	26,553,745	26,557,796	26,561,847	26,565,898	26,569,949	26,574,000	26,578,051	26,582,102
Total Long Term Liabilities	$0	$0	$26,545,643	$26,549,694	$26,553,745	$26,557,796	$26,561,847	$26,565,898	$26,569,949	$26,574,000	$26,578,051	$26,582,102
Unapplied Liabilities			367,200	342,383	318,232	330,496	587,826	288,471	345,154	357,705	303,537	285,505
Capital Equipment Lease			413,035	111,056	112,639	114,213	115,779	117,337	118,886	120,427	121,959	123,484
Total Liabilites	$0	$0	$36,219,734	$36,992,372	$35,889,777	$34,895,600	$35,271,462	$34,950,313	$34,644,959	$34,573,322	$34,598,097	$34,820,233
Retained Earnings			$23,511,772	$23,383,548	$23,495,304	$23,469,955	$23,736,636	$24,058,213	$23,823,334	$23,260,473	$22,921,757	$22,679,284
Net Income			$65,724	$128,224	($111,757)	$25,349	($266,681)	($321,578)	$234,879	$562,862	$338,715	$242,473
Total Liabilities and Equity	$0	$0	$59,797,230	$60,504,144	$59,273,324	$58,390,905	$58,741,418	$58,686,949	$58,703,172	$58,396,657	$57,858,570	$57,741,991

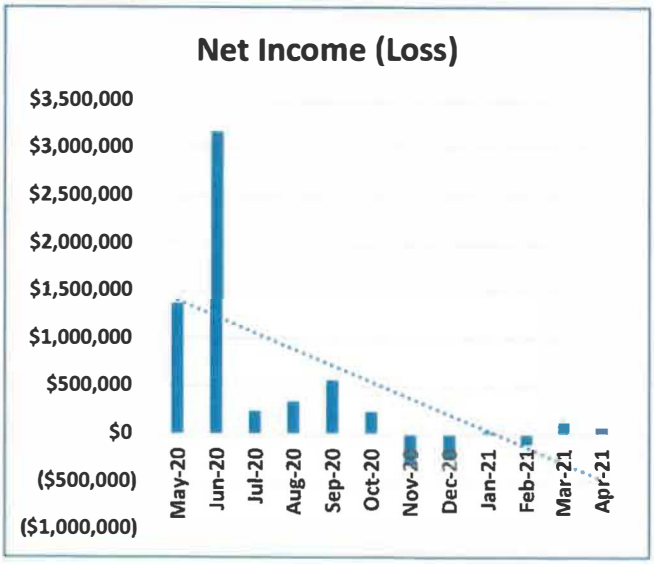
Financial Trends











CONTRACT COVER SHEET

Description of Contract (Type of contract, what is covered?):

Purchase Platinum Elite DL Body Plethysmography with RTD. Pulmonary function testing equipment (body box) including ultima PF system and software. Purchase includes installation and training for operator and bio-medical.

Rationale for Contract (Why needed? Financial, Quality, etc.):

The Body Box PFT will be used to assist providers determine treatment or assess current treatment for post COVID-19, asthma, emphysema, COPD, cardiac conditions, smokers, and other chronic lung problems.

Parties:

MGC Diagnostics Corporation through MGC Diagnostics and Sierra Vista Hospital.

Term (in months):

Paid in full at time of purchase

Termination Clause (with or without cause? 90 days? Etc.):

Pending credit application, not needed as paid in full with COVID-19 funds.

Total Dollar Value of Contract:

$50,030.00

How Paid (Monthly, annually, buy-out, amounts?):

Paid in full at time of purchase. COVID FUNDS.

MGC DIAGNOSTICS®

MGC DIAGNOSTICS CORPORATION
through its subsidiary Medical Graphics Corporation
350 Oak Grove Parkway
St. Paul, MN USA 55127-8599
www.mgcdiagnostics.com
T: +1 800.950.5597
F: +1 651.379.8222

Price Quotation

Quote Number	00020754	Terms	Pending Credit Acceptance
Created Date	5/12/2021	Delivery	30 Days ARO
Expiration Date	8/31/2021	F.O.B.	Destination, Prepay & Allow
Contract	Intalere - VQ24700		

Prepared By

Sales Rep	John Coleman	Mobile	+1 6024187278
Email	jcoleman@mgcdiagnostics.com		
Fax	(651) 484-8941		

Prepared For

Account Name	Sierra Vista Hospital	Contact Name	Toni Davis
Address	Respiratory 800 East 9th Avenue	Phone	(505) 205-5135
		Email	toni.davis@svhnm.org
City, State, Zip	Truth or Consequences, New Mexico, 87901-1961		
Phone	(505) 894-2111		

Quotation Instructions

Have questions or require assistance submitting an order? Please contact your account representative using the contact information listed in this quotation or call 800-655-1133, option 2.

Approved quotes should be sent to: Orders@MGCDiagnostics.com or faxed to: 651-484-8941.
Please include a copy of your purchase order when submitting an approved quote.

Quotation Details

This Quotation supersedes all prior agreements, proposals or understandings between the parties whether written or oral. The quote, along with its exhibits, constitutes the entire agreement, and Medical Graphics is not liable or bound to any representations or agreements except as specifically set forth herein. Upon acceptance by both parties, this Quotation shall not be modified or amended in any way except by written instrument signed by both parties hereto. The Total Investment excludes taxes and local electrical inspection, if required. Option is included only if quantity is noted and total price is extended.

Installation: Elite, Ultima and Express Series systems include installation by a MGC Diagnostics Field Service Technician

Training: Training is included only if quantity is noted and total price is extended. Operator training must be scheduled within 60 days of installation. Biomed training must be scheduled within one-year of installation. Cancellations made less than 14 days ahead of scheduled installation and/or training are subject to penalty equal to 50% of the fair market value of the installation and/or training.

Quotation Line Items

Product Image	Product	Description	Qty	List	Contract	Total
	Platinum Elite DL Body Plethysmograph with RTD P/N: 830007-902	726 Liter Plethysmograph Chamber with Spirometry, Thoracic Gas Volumes, Airways Resistance & Real Time Diffusion Capacity Includes: BreezeSuite Software, Windows 10 Pro All-In-One Computer, 3L Syringe, Startup Kit, Regulators for DLCO Gas & Calibration Gas, & One E Cylinder of Calibration Gas **Customer Must Provide H/K Tank DLCO Gas**	1	$57,873.00	$47,995.00	$47,995.00
	Desk P/N: 536120-002	Workstation Desk for Platinum Elite	1	$675.00	$595.00	$595.00
	Environment Monitor P/N: 800235-001, 536161-001	Includes: Environment Monitor (temp, humidity and pressure) & Interface Cable	1	$768.00	$695.00	$695.00
	Printer P/N: 800242-001	Inkjet Printer	1	$150.00	$150.00	$150.00
	Pulmonary Consult P/N: 147612-309	Pulmonary Consult Software Option for Platinum Elite	1	$1,341.00	$995.00	$995.00
	Operator Training P/N: 900003-003	One Day Onsite Operator Training for up to 4 People	1	$1,950.00	$1,950.00	$1,950.00

Quotation Totals

Discount Detail: Trade In

List Price Total	$62,757.00
Contract Discount	16.5%
Contract Price Total	$52,380.00
Discount	$2,350.00
Grand Total	$50,030.00

Quotation Acceptance Information

Purchaser's Signature: _____

Purchaser's Name: _____ Date: _____

CONTRACT COVER SHEET

Description of Contract (Type of contract, what is covered?):

Purchase of 5 AeroClave Room Decontamination System to include portable applicator and hand sprayer. 15 cases of vital Oxide disinfectant solution (4-gallon bottles per case).

Rationale for Contract (Why needed? Financial, Quality, etc.):

We currently have one unit which was a grant from the state. It is easy to operate, effective decontamination and durable.

99.999 effective on esherichia c olli and staphylococcus aureus.

Complete inactivation on H1N1, ATCC VR-26, ATCC VT-1735, ATTCC VR-1541, HEP B (duck Hepatitis), HEP C (bovine viral virus), HTLV-IIIb, SARS-Cov-2 (COVID-19) and many others.

Disinfection Legionella, Salmonella, Klebsiella pneumoniae, Staphylococcus aureus MRSA, Listeria, and others.

Cost around 1.55 per cycle. Reduce risk for cross contamination.

Parties:

AeroClave, LLC and Sierra Vista Hospital.

Term (in months):

Paid in full at time of purchase

Termination Clause (with or without cause? 90 days? Etc.):

12 months free parts and labor for defective equipment.

Total Dollar Value of Contract:

$87,743.70

How Paid (Monthly, annually, buy-out, amounts?):

Paid in full at time of purchase. COVID FUNDS.

AeroClave, LLC
4001 Forsyth Road
Winter Park
Florida
United States 32792

Quote

Date: May 12, 2021
Valid Till: Aug 31, 2021
Quote Number : 1491633000014509031

BILL TO:

800 E 9th Ave
Truth or Consequences
New Mexico

87901

SHIP TO:

800 E 9th Ave
Truth or Consequences
New Mexico

87901

Account Name:**Sierra Vista Hospital (NM)**
Contact Name:**Patrick Congjuico**

Quote Stage:

S.No.	Product Details	Qty	List Price	Discount	Total
1.	**RDS3110** AeroClave Room Decontamination System, Model 3110.	5	$ 13,999.00	$ 0.00	$ 69,995.00
2.	**APA25** AeroClave Portable Applicator, Hand Sprayer, 25'	5	$ 1,249.00	$ 0.00	$ 6,245.00
3.	**VOXO12** Vital Oxide disinfectant solution, 1 Case, Four 1 Gal. Bottles ea.	15	$ 132.00	$ 0.00	$ 1,980.00
4.	**RDS3110 - shipping** Shipping and Handling	5	$ 175.00	$ 0.00	$ 875.00
5.	**VOXO12 - shipping** Shipping and Handling	15	$ 0.00	$ 0.00	$ 0.00

Sub Total	**$ 79,095.00**
Tax	$ 0.00
Adjustment	$ 6,648.70
Grand Total	**$ 85,743.70**

Terms and Conditions

WE ARE NOT ACCEPTING RETURNS/CANCELLATIONS UNDER ANY CIRCUMSTANCES DURING THIS CRITICAL TIME

8.5% Sales Tax applies to NM 87901

ALL PRICES ARE LISTED IN USD ($)

The information contained in this quote is applicable for 30 days.

On-site training is available for $2,000/day.

Vital-Oxide Disinfectant pricing is as follows (1 case = four 1 gallon bottles):
- 1-11 cases - $140.00 USD (GSA: $126.95 USD) per case + $20.00 shipping per case
- 12-47 cases - $132.00 USD (GSA: $119.90 USD) per case + free shipping (Contiguous United States only)
- 48 case pallet - $120.00 USD (GSA: $108.82 USD) per case + free shipping (Contiguous United States only)

Hardware and Vital Oxide quantity discounts available.

With each purchase, AeroClave will provide 12 months free parts and labor warranty. For customers within a 30-mile radius, this will be performed on-site. For customers outside a 30-mile radius, AeroClave will provide a loaner unit while the unit is under repair. If unit problem is determined to be a manufacturing or workmanship defect, AeroClave will pay for the shipping both ways. If problem is determined to be caused by operator error or abuse, freight cost will be the responsibility of the

owner.

4007 Forsyth Road
Winter Park, FL 32789
Phone: 800-788-9119 Fax: 407-339-0019
www.aeroclave.com

Refund and return policy:
If you need to return equipment due to failure or manufacturers defects, please see defective equipment below.

Returns must be made within 30 days of the invoice date of your purchase. If you return a product to us, we will refund your purchase price, minus shipping charges, and any applicable restocking fees. Nondefective
returns are subject to a 20% restocking fee, as we can no longer sell the equipment as new. We will not accept returns on obviously used equipment. You are responsible for the cost of return shipping and handling unless an error was made on our part. All returns must include a Return Merchandise Authorization Number (RMA#). Packages without a RMA# will not be accepted. The RMA# enables us to coordinate your return with the receiving, technical and customer service departments to get the fastest
response to your needs. RMA# requests are made by calling (800) 788.9119 or via email at info@aeroclave.com. Returned items must be in original packaging, in as-new condition with the original packing slip, all warranty cards, manuals and accessories. No refunds or exchanges will be made without the original packaging and accessories.

Should you have any questions regarding this quote, please contact Michael Quinoy (mquinoy@aeroclave.com). We look forward to working with you.

Thanks for your business!

AeroClave LLC

HOSPITALS AND EMERGENCY ROOMS IN PARTNERSHIP WITH AEROCLAVE DECONTAMINATION

For nearly a decade, AeroClave has actively worked with State and local public safety organizations to bolster decontamination capabilities and to elevate public health. The AeroClave decontamination standard has been embraced and adopted rapidly among public safety innovators. Nearly two hundred Fire and Law Enforcement agencies across the country now use AeroClave as part of their daily routines. Several states including Colorado, Florida, Georgia, Tennessee, and Vermont have incorporated AeroClave into their highly infectious disease transport protocols. An example of this is the State of Florida's Infectious Disease Transportation Network (IDTN), a partnership between public health, private healthcare, hospitals and emergency response teams. The IDTN aligns the resources of these organizations to train and prepare designated Emergency Medical Service (EMS) units to conduct transport of highly infectious disease patients. Following a highly-choreographed and controlled procedure, symptomatic patients are transported from a hospital to one of ten Regional Treatment Centers around the country. AeroClave is used for post-transport decontamination of any impacted transport assets.

Through a novel new concept, AeroClave has partnered with various hospital systems including Orlando Health hospital (FL), AdventHealth (FL), Mount Auburn - Cambridge (MA), Boston Medical Center (MA), Quincy Medical Center (MA), and Spalding Regional (GA) in offering a groundbreaking program that increases patient and staff safety by combating infection both inside and outside of the hospital. These forward-thinking organizations offer AeroClave technology to any transport agencies serving their hospitals. This concept enables all transport agencies access to decontamination capabilities after every patient transport. Decontamination is available literally 'around the corner' from the ER and the process takes a mere eighteen minutes per transport decontamination cycle. Proactive decontamination at the Emergency Department minimizes cross contamination between patients, transport vehicles, and medical facilities; ultimately elevating public health across the board. This hospital-provided service comes at no cost to the transport agencies.

The equipment used to decontaminate transport vehicles is also used by the hospital to decontaminate critical areas within the hospital emergency department. Patient rooms, waiting areas, decon rooms, and operating rooms are just a few of the areas where AeroClave systems are deployed. AeroClave's non-toxic, non-corrosive, and environmentally-friendly process allows for virtually endless applications. for the technology. Also, with an average cost of $1.55 per transport decontamination cycle, hospital administrators are satisfied knowing that they derive great value while offering an important public service, at a very reasonable cost.

Included with this memo is additional information about AeroClave systems and capabilities. For more information about AeroClave and recent innovative decontamination risk management programs, please contact a representative. AeroClave is eager to answer your questions and discuss your unique decontamination needs.

4007 Forsyth Road
Winter Park, FL 32789
Phone: 800-788-9119 Fax: 407-339-0019
www.aeroclave.com

Disinfection	Use Method	Contact Time	Study Conclusion
Gram Negative Bacteria			
Acinetobacter baumannii ATCC 19606	AOAC Use-Dilution	10 min.	Disinfection
Pseudomonas aeruginosa ATCC 15442	AOAC Use-Dilution	10 min.	Disinfection
Legionella pneumophila ATCC 33153	AOAC Use-Dilution	10 min.	Disinfection
Salmonella enterica ATCC 10708	AOAC Use-Dilution	10 min.	Disinfection
Klebsiella pneumoniae (NDM-1) ATCC BAA-2146	AOAC Use-Dilution	10 min.	Disinfection
Escherichia Coli ATCC 11229	AOAC Use-Dilution	10 min.	Disinfection
Bordetella bronchiseptica ATCC 10580	AOAC Use-Dilution	10 min.	Disinfection
Chlamydia psittaci, Strain 6BC, ATCCVR-125	AOAC Use-Dilution	10 min.	Disinfection
Gram Positive Bacteria			
Staphylococcus aureus MRSA ATCC 33592	AOAC Use-Dilution	10 min.	Disinfection
Staphylococcus aureus ATCC 6538	AOAC Use-Dilution	10 min.	Disinfection
Listeria monocytogenes ATCC 15313	AOAC Use-Dilution	10 min.	Disinfection
Mycobacterium bovis- BCG	AOAC Use-Dilution	10 min.	Disinfection

Penicillin- Resistant Streptococcus pneumoniae, ATCC# 700677	AOAC Use-Dilution	10 min.	Disinfection
Envelope Viruses	**Use Method**	**Contact Time**	**Study Conclusion**
Swine Influenza (H1N1) Virus**	Virucidal Efficacy	5 min.	Complete inactivation
Respiratory Syncytial virus, ATCC VR-26**	Virucidal Efficacy	5 min.	Complete inactivation
Influenza B Virus (Strain B/Taiwan/2/62), ATCC VR-1735**	Virucidal Efficacy	5 min.	Complete inactivation
Hepatitis A Virus ATCC VR-1541**	Virucidal Efficacy	5 min.	Complete inactivation
Hepatitis B Virus Duck Hepatitis**	Virucidal Efficacy	5 min.	Complete inactivation
Hepatitis C Virus Bovine Viral Diarrhea Virus**	Virucidal Efficacy	5 min.	Complete inactivation
Human Immunodeficiency Virus (HIV Type 1) Strain HTLV-IIIb**	Virucidal Efficacy	5 min.	Complete inactivation
Hantavirus (Prospect Hill Virus) University of Ontario**	Virucidal Efficacy	5 min.	Complete inactivation
Canine Distemper Virus, Strain Snyder Hill, ATCC VR**	Virucidal Efficacy	5 min.	Complete inactivation
Severe Acute Respiratory Syndrome-Related Coronavirus 2 (SARS-CoV-2) (COVID-19 Virus)	Virucidal Efficacy	5 min.	Complete inactivation
Feline Herpsvirus 1 Strain C-27, ATCC VR-636**	Virucidal Efficacy	10 min.	Complete inactivation
Canine coronavirus, Strain 1-71, ATCC VR-809**	Virucidal Efficacy	10 min.	Complete inactivation

***No precleaning required for the contact time listed.*

Canine Influenza (H3N8) virus, Strain A/Ca/NY/105913/08, Cornell University**	Virucidal Efficacy	10 min.	Complete inactivation
Feline coronavirus, Strain WSU 79-1683, ATCC VR 989**	Virucidal Efficacy	10 min.	Complete inactivation
Feline Infectious Peritonitis Virus, Strain: WSU 79 1146, ATCC# VR-990**	Virucidal Efficacy	10 min.	Complete inactivation
Rabies Virus, Strain: Flury (HEP), ATCC VR-139**	Virucidal Efficacy	10 min.	Complete inactivation
Herpes Simplex Virus 1 (Human), Strain HF, ATCC VR-260**	Virucidal Efficacy	10 min.	Complete inactivation
Avian Influenza (H5N1) Virus (VNH5N1-PR8/CDC-RG), CDC #2006719965, Charles River Laboratories	Virucidal Efficacy	10 min.	Complete inactivation
Porcine Reproductive and Respiratory Syndrome type 2 Virus, Strain NVSL (North America), NVSL 130 PDV	Virucidal Efficacy	10 min.	Complete inactivation
Porcine Epidemic Diarrhea Virus, Strain CO 2013, USDA APHIS 025-PDV001	Virucidal Efficacy	10 min.	Complete inactivation
Non-Envelope Viruses			
Rotavirus, Strain WA **	Virucidal Efficacy	5 min.	Complete inactivation
Norovirus Feline Calicivirus**	Virucidal Efficacy	5 min.	Complete inactivation
Murine Norovirus (MNV-1)**	Virucidal Efficacy	5 min.	Complete inactivation
Adenovirus 1, Strain Adenoid 71, ATCC VR-1**	Virucidal Efficacy	10 min.	Complete inactivation
Canine adenovirus 1, Strain Utrecht, ATCC VR-293**	Virucidal Efficacy	10 min.	Complete inactivation

***No precleaning required for the contact time listed.*

Canine Parvovirus, Strain Cornell-780916, ATCC VR-2016**	Virucidal Efficacy	10 min.	Complete inactivation
Feline panleukopenia virus, Strain Philips-Roxane, ATCC VR-648**	Virucidal Efficacy	10 min.	Complete inactivation
Food Contact Sanitizer Dilution Rate: 9:1	**Use Method**	**Contact Time**	**Study Conclusion**
Escherichia c oli ATCC 11229	AOAC Food Contact Sanitization	60 sec.	99.999 Kill (no rinse required)
Staphylococcus aureus ATCC 33592	AOAC Food Contact Sanitization	60 sec.	99.999 Kill (no rinse required)

***No precleaning required for the contact time listed.*

Carpet SanitizerDilution Rate: 5:1	**Use Method**	**Contact Time**	**Study Conclusion**
Staphylococcus aureus ATCC 6538	DIS/TSS-8 Carpet Sanitizer	60 min.	99.9 Carpet Sanitizer
Enterbacter aerogenes ATCC 13048	DIS/TSS-8 Carpet Sanitizer	60 min.	99.9 Carpet Sanitizer
Soft Surface Sanitizer	**Use Method**	**Contact Time**	**Study Conclusion**
Staphylococcus aureus ATCC 6538	Soft Surface Sanitization	5 min.	Sanitization
Enterbacter aerogenes ATCC 13048	Soft Surface Sanitization	5 min.	Sanitization
Fungi on Surface	**Use Method**	**Contact Time**	**Study Conclusion**
Aspergillus n iger ATCC 6275	Mildewstat	10 min.	> 4 weeks protection
Trichophyton rubrum ATCC MYA	Fungicide	10 min.	No germination of spores
Trichophyton mentagrophytes ATCC 9S33	Fungicide	10 min.	No germination of spores

Not EPA approved organisms	Use Method	Contact Time	Study Conclusion
Stachybotrus Chartarum	Sporicidal Viability	10 min.	No germination of spores
Aspergillus Fumigatus	Sporicidal Viability	10 min.	No germination of spores
Alternaria Alternata	Sporicidal Viability	10 min.	No germination of spores
Penicillum sp	Sporicidal Viability	10 min.	No germination of spores

CONTRACT COVER SHEET

Description of Contract (Type of contract, what is covered?):

Purchase of two Puritan Bennet 980 Ventilators

Rationale for Contract (Why needed? Financial, Quality, etc.):

The two Puritan Bennet 840 Ventilators in inventory have reached end of life and are no longer supported by the manufacturer. Replacement ventilators come with 3-year service contract and includes installation and staff training.

Parties:

Covidien Sales, LLC (Medtronic)

Term (in months):

$0 pay in full at time of purchase

Termination Clause (with or without cause? 90 days? Etc.):

without

Total Dollar Value of Contract:

$68, 773.00

How Paid (Monthly, annually, buy-out, amounts?):

$0 pay in full at time of purchase

QUOTATION

April 28, 2021

Toni Davis
Director of Respiratory Therapy
Sierra Vista Hospital
800 E 9th Ave
Truth Or Consequences, NM 87901-1961

Quote Number: 1620998
Customer Reporting Number: 0001386294
GPO Affiliation: HEALTHTRUST PURCHASING GROUP
Net Payment Terms: Net 30
Freight: FOB Origin Prepay and Add
Quote Expires: 7/27/2021

All Purchase Orders must be made out to:
COVIDIEN SALES LLC
15 Hampshire St.
Mansfield, MA 02048

Remit to address:
COVIDIEN SALES LLC
4642 Collection Center Dr
Chicago, IL 60693-0046

Customer Contact email/phone: toni.davis@svhnm.org / 505-205-5135
Medtronic Contact: Tim Fry, Account Executive
Phone: (720) 409-9507

Quote Products and Pricing

Line	QTY	UOM	Catalog #	Product Description	Quote Price	Extended Price
1	2	Each	980S1ENDIUUS	PB980 Ped to Adult - standard base ships with 1 Ped/Adult exhalation Filter, 1 EVQ, 1 EVQ seals kit, flex arm, gold standard circuit, Op Man on CD, power cord and software options PAV+, Leak Sync, BiLevel 2.0 (plus standard software features including VV+, Respiratory Mechanics, Trending, Tube Compensation) and 3 year all inclusive service coverage. Note that 1 Li-ion battery, p/n 10086042 has been added at no additional charge with promo code QS980BAT1.	$33,800.00	$67,600.00
2	2	Each	10086042	PROMO QS980BAT1 - ZMPC - Rechargeable Li-Ion Battery - Each ventilator requires at least one battery in order to operate. List price is $800.	$0.00	$0.00
3	2	Each	10086049	980 HUMIDIFIER BRACKET X1	$150.00	$300.00
4	2	Each	10086050	980 CYLINDER MOUNT X1	$436.50	$873.00

Quote Summary

Net Amount	**$68,773.00**
Quote Notes	**Please Send Purchase Order to: timothy.m.fry@medtronic.com** **Customer has been provided the option to purchase the above products under either (1) its standard contract pricing or (2) Medtronic's emergency response pricing as set forth in the attached letter. If customer does not select Medtronic's emergency response pricing, customer acknowledges that it has been offered emergency response pricing and customer has instead chosen to purchase the above products at its standard contract pricing.** Notwithstanding anything to the contrary in customer's PO or applicable purchase terms: (i) Due to COVID-19 and the increased number of ventilator orders Medtronic is receiving in support of customers' COVID-19 preparedness, all such orders may be subject to initial partial and rolling shipments. Medtronic will provide customer an estimated shipment schedule as soon as reasonably practicable after receipt of customer's PO (which shipping schedule is subject to modification by Medtronic upon notice to customer). Orders may be modified or canceled by customer at any time

	prior to 8 weeks of the specified shipment date. Cancelation within 8 weeks of the specified shipment date is subject to Medtronic's standard Return Goods Policy for Refused Shipment (not Medtronic error) including a 20% Restock Fee. Medtronic may require customer signature on this quote acknowledging potential delay in shipment and associated shipping terms. (ii) Freight for shipment of the ventilators will be prepaid by Medtronic and added to customer's invoice at Medtronic's then-current rate. Additional fees may be incurred for expedited freight.

Promotions

The following promotions are included on this Quote:

Promo Code	Promo Description
QS980BAT1	Purchase a 980 ventilator (any configuration) and receive one Rechargeable Li-Ion Battery at no additional charge (List Price: $800). Only one no-additional-charge battery included with each vent; additional batteries may be purchased at their standard price. (List Price: 980N1ENDIUUS $78,750; 980U1ENDIUUS, $78,750; 980S1ENDIUUS, $72,000)

The discounts provided by Medtronic under this Quote may constitute a "discount or other reduction in price" of the products under Section 1128B(b)(3)(A) of the Social Security Act, 42 U.S.C. §1320a-7b(b)(3)(A). Customer is responsible for reporting and/or providing information on all such discounts to reimbursing agencies (including Medicare and Medicaid) and other entities in accordance with all applicable laws and regulations.

Quote Terms and Conditions

If applicable, purchases resulting from this Quote will be subject to the applicable contract between Medtronic and customer's Group Purchasing Organization (GPO) identified above. Such contract terms override any conflicting terms stated below. If purchases are not being made under a GPO contract, then Medtronic's Respiratory and Monitoring Solutions Standard Terms and Conditions of Sale will apply. Additional terms and conditions, if any, are attached to this Quote. No other terms and conditions apply unless expressly agreed to in writing between Medtronic and customer.

Quoted prices do not include freight/shipping costs, which will be prepaid and added to the invoice.

Quoted prices do not include applicable sales or use taxes. Such taxes will be added to the invoice unless customer is exempt from such taxes.

Quoted prices are based on the use of equipment within the 50 United States. Equipment that is shipped outside of the 50 United States needs to be shipped back to a designated Medtronic Service Center within the 50 United States, at customer's sole expense, for warranty service.

Payment terms are subject to Medtronic's standard terms at time of shipment.

The pricing and other terms and conditions contained in this Quote are confidential and intended solely for the identified customer's consideration. This information may not be disclosed to any other person or entity or used for any purpose other than the proposed transaction.

By issuing a purchase order against this Quote, customer agrees that the terms and conditions referenced and contained in this Quote will govern the purchase of products hereunder and the preprinted terms and conditions of any standard purchase order, invoice, or related forms that customer or Medtronic may use for orders will have no force or effect.

NOTICE: THE TERMS AND CONDITIONS OF THIS QUOTE ARE SUBJECT TO MEDTRONIC'S LEGAL OBLIGATIONS UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED (50 U.S.C. 4501 ET SEQ.) TO ACCEPT AND GIVE PRIORITY TO RATED ORDERS FROM THE FEDERAL GOVERNMENT. IF YOUR ORDER IS DELAYED, MEDTRONIC WILL WORK WITH YOU AND YOUR TEAMS TO ACCOMMODATE A NEW DELIVERY SCHEDULE.

NOTICE: THE NOVEL CORONAVIRUS DISEASE (COVID-19) PANDEMIC HAS CREATED A CRITICAL NEED FOR CERTAIN MEDICAL DEVICES AND PRODUCTS, INCLUDING MECHANICAL VENTILATORS AND ACCESSORIES. A DECLARATION OF NATIONAL EMERGENCY CONCERNING THE COVID-19 OUTBREAK WAS ISSUED ON MARCH 13, 2020. IN ACCORDANCE WITH THE PUBLIC HEALTH AND MEDICAL RESPONSE DIRECTIVES ISSUED BY THE WORLD HEALTH ORGANIZATION, THE FEDERAL GOVERNMENT, STATE AND LOCAL GOVERNMENTS, AND THE U.S. FOOD & DRUG ADMINISTRATION, MEDTRONIC INTENDS MECHANICAL VENTILATORS, OTHER RESPIRATORY PRODUCTS AND ACCESSORIES SOLD DURING THE TIME OF THIS STATE OF EMERGENCY TO PRIMARILY BE DIRECTED TO THE CARE AND TREATMENT OF PATIENTS EXPOSED TO, OR INFECTED WITH, COVID-19.

ACCEPTED BY: Sierra Vista Hospital

Customer Signature: _____

Print Name: _____

Title: _____

Date: _____

Medtronic

WE'RE HERE FOR YOU

Dear Sierra Vista Hospital:

The courage of healthcare professionals in the face of this global pandemic is heroic. As you and your organization navigate this dynamic situation, Medtronic is here for you. We face this evolving challenge together, and it requires an unprecedented response from us all.

Medtronic has mobilized in many ways to help ensure our acute care and portable mechanical ventilators are available to healthcare professionals treating COVID-19 patients. To facilitate more supply, we have increased our production and enabled ventilator production by making design and specification information on a key platform available on our website. To further help ensure availability, we will continue our commitment to allocate fairly and to areas with the highest need, as data and models would project. Now, to better ensure equal access in this time of emergency response, we've extended fixed pricing for the Puritan Bennett™ 980 ventilator series and the Newport™ HT70 plus ventilator.

This pricing is below prevailing average selling price (ASP) and is equally available to all customers:

Item Code	Product Configuration	Price
980S1ENDIUUS	Puritan Bennett™ 980 Series Ventilator Kit. Ped/Adult Config., Standard	$30,000
980U1ENDIUUS	Puritan Bennett™ 980 Series Ventilator Kit. Universal Config., Standard	$32,000
980S3ENDIUUS	Puritan Bennett™ 980 Series Ped/Adult Ventilator with Compressor	$33,000
980U3ENDIUUS	Puritan Bennett™ 980 Series Universal Ventilator with Compressor	$35,000
HT70PM-WW-NA	Newport™ HT70 Plus Ventilator (Full Features)	$6,500

This pricing is valid for purchase orders submitted between March 9, 2020 and April 30, 2021 where the units are shipped by April 30, 2021. All new quotes will be created with this pricing, and existing and open purchase orders will be credited. No promotions, incentives, or trades can be used in conjunction with this pricing. Please contact your sales representative directly to determine eligibility for adjustments on open orders and for more details.

You may also need immediate access to support, product information, and training. You can find that at the Medtronic Customer Resource Center here:
https://hcpresources.medtronic.com/customer-resources.

Thank you for what you are doing to save lives. As always, I am here for you to answer any questions and provide support.

Sincerely,

Tim Fry
Account Executive
timothy.m.fry@medtronic.com

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CONTRACT COVER SHEET

Description of Contract (Type of contract, what is covered?):

Purchase of 5 V60 Plus Noninvasive Venitlators (Bipap/Cpap/Avaps/High Flow)

Rationale for Contract (Why needed? Financial, Quality, etc.):

Replacement of current inventory of Respironics Vision Bipap machines which have reached end of life and are no longer supported by the manufacturer. The V60 has the ability to deliver Bipap/Cpap noninvasive ventilation, invasive ventilation via Avaps and high flow nasal cannula for quick transition between high flow cannula and Bipap for weaning or escalation purposes. It will support high flow nasal cannula support up to 80 lpm.

Parties:

Phillips

Term (in months):

0 pay in full at time of purchase

Termination Clause (with or without cause? 90 days? Etc.):

without

Total Dollar Value of Contract:

$71,764.05

How Paid (Monthly, annually, buy-out, amounts?):

$0 pay in full at time of purchase

PHILIPS

Formal Quotation

Document number: 2301171415
Date of issue: 04/28/2021

Sold to (94068646):
Sierra Vista Hospital
800 E 9th Ave
TRUTH OR CONSEQUENCES NEW MEXICO
UNITED STATES 87901-1961

Last updated: 04/28/2021 21:04:51
Expiration date: 06/30/2021

Our federal tax ID #: 133429115

Our contact details
Account Manager: Lorenzo Pavlica
Telephone: 702-338-8025

Incoterms: FOB DESTINATION
Payment terms: Within 30 Days Due Net

Item	Product and Description	Quantity UoM	Price/Unit	Amount Currency: USD

Philips Order Booking Policy Requires the following information to be on all Purchase Orders, omission of any information will result in processing delays:

-Ship-to address clearly marked
-Bill-to address clearly marked
-Reference to Formal Quote (not expired) and/or Contract #
-Net Payment terms to match Formal Quote and/or Contract (N30 is standard)
-Requested Delivery Date for orders with installation
-Serial Numbers for orders with Upgrades
-Orders should be emailed to Healthcare.Orders@philips.com; copy sales rep

10	989805664511 V60 Plus US Trspt Cfg,CktArm O2Man Assm **UPC code:** 884838102897 **Old material number:** 1147221 **Agreement number:** GPO00001A0 **Commodity code (HS/HTS):** 9019200000	5 PCE	Net price Net amount Group Buy Discount included in net - 34.000 %	14,326.46/1 PCE 14,326.46/1 PCE	71,632.30 71,632.30
20	989805627181 Assy, Idle Mask Storage Bracket **UPC code:** 884838020504 **Old material number:** 1076430 **Agreement number:** GPO00001A0	5 PCE	Net price Net amount Agreement Discount included in net - 15.000 %	26.35/1 PCE 26.35/1 PCE	131.75 131.75

Via ACH/EFT:
Payee: Philips Healthcare
Bank: Bank of America
Account#: 3750202223
ABA#: 1110-0001-2

Via Check:
Philips Healthcare
P.O. Box 100355
Atlanta, GA 30384-0355

PHILIPS

Formal Quotation

Document number: 2301171415
Date of issue: 04/28/2021

Item	Product and Description	Quantity UoM	Price/Unit	Amount Currency: USD
	Commodity code (HS/HTS): 9019200000			
		Total net amount		71,764.05

Philips Healthcare is pleased to inform you that financing of itsproducts and services is available to qualified applicants. To ob tain more information contact Philips Medical Capital @ 866-513-4PMC.

Contract information for:Vizient Supply Llc

Prices quoted are subject to and reflect applicable discounts per the terms and conditions of the following contract:
Contract # GPO00001A0 Expiration:Sep. 30, 2021

The discount quoted here-in is a special Vizient group
buy discount. Limited time offer: ends on 06/30/2021
All Purchase Orders must be received by the deadline in order to receive the program discount. See flyer for additional Group Buy details.

MD Buyline – Please be aware that MD Buyline utilizes Philips current list prices as the basis of calculation for discount comparisons. If you are a customer utilizing a GPO contract with fixed pricing, it is likely that the list price on this quotation is based on an older published price list, and may be considerably less than the current listpricing that MD Buyline uses in its analysis. As such, the MD Buyline discount recommendation may be higher than the Philips offering for yourparticular purchase. If you have a question, please ask your Sales Representative for clarification. Should you have concerns or want additional information relative to how discount comparisons are calculated at MD Buyline, please call your analyst at MD Buyline.

All work is scheduled within normal working hours; Monday through Friday, 8 a.m. to 5 p.m. excluding Philips holidays. All pricing is based on travel zones 1-3. For travel zones beyond 1-3, consult your Philips sales rep for alternate pricing. It is the customers responsibility to provide Philips with the access necessary to complete the quoted work in a continuous start to finish manner. Excessive delaysand multiple visits will result in additional charges. All prices are based upon 'adequate access' to work areas that are free from obstruction. If it is determined, during the implementation that asbestos removal is required; Philips will suspend performance until theCustomer remediates the asbestos. Philips will work with the customers staff to reduce the downtime during the system transition.

Products are for USA end-use only. Taxes, if applicable, are not included unless noted but will be added to the invoice. The Purchase Order must reference the Quote Number and your Purchase Agreement. Please indicate your requested delivery date and your preference, if any, to accept and pay for partial shipments. If this quote includes Value-Added Services, they may be invoiced separately. Additional sold training must be completed within twelve months of delivery/installation. System cabling, if included, is specified at thestandard grade unless noted otherwise.

Via ACH/EFT:
Payee: Philips Healthcare
Bank: Bank of America
Account#: 3750202223
ABA#: 1110-0001-2

Via Check:
Philips Healthcare
P.O. Box 100355
Atlanta, GA 30384-0355

PHILIPS

Formal Quotation

Document number: 2301171415
Date of Issue: 04/28/2021

This quote specifically excludes Licensing & Permit Fees, Prevailing Wage Compensation and Union Labor.

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or a discount (including arebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as maybe required by state or federal law, including but not limited to 42 CFR1001.952(h).Vizient Supply Llc

This quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Terms of any current Contract with the customer. If there is no contract in place, this quotation is issued pursuant to, and any PO for the items herein will be accepted subjected to Philips Terms and Conditions of sale posted at http://www.usa.philips.com/healthcare/about/terms-conditions and the terms herein.

This quotation contains confidential and proprietary information of Philips Healthcare and is intended for use only by the customer whose name appears on this quotation.It may not be disclosed to third parties without prior written consent of Philips Healthcare.

Save time and effort on your next order.
Try online ordering!
The Philips Healthcare Store has many of the consumables and supplies you order as a healthcare professional. Check out the store today; it's easy to register!
http://www.patientcare.shop.philips.com/

Please send purchase orders via email, fax or mail to:
Email: Healthcare.Orders@philips.com
Fax: 1-800-947-3299

Philips Healthcare
A division of Philips North America LLC
414 Union St, 2nd Floor
Nashville, TN 37219

Via ACH/EFT:
Payee: Philips Healthcare
Bank: Bank of America
Account#: 3750202223
ABA#: 1110-0001-2

Via Check:
Philips Healthcare
P.O. Box 100355
Atlanta, GA 30384-0355

CONSOLIDATED
BUILDERS

Project: Sierra Vista Hospital MRI pad and Tunnel Remediation

Dear Sirs/Madams:

The total cost for the **MRI pad is $131,230.00**, includes NMGRT and bond
The total cost for the **Tunnel Remediation is $958,485.00,** includes NMGRT and bond
The total cost for **both projects is $1,089,715.00**
If both projects are accepted a **1% discount** will be applied in the amount of **$10,897.15**

Please note that there is a potential for price to increase due to fluctuations of material and metal pricing. These prices have consistently increased weekly over the past several months and we are unable to receive pricing that is valid for more than seven days.

Thank you for the opportunity and consideration of our proposal.

Sincerely,

Samia Apodaca

Samia Apodaca
President
Consolidated Builders of NM

PO Box 26785
ALBUQUERQUE, NM 87125
OFFICE: 505.873.6139
CONSOLIDATEDBUILDERS@COMCAST.NET

CONSOLIDATED
BUILDERS
PO BOX 26785
ALBUQUERQUE,NM
87125

505.873.6139

CONSOLIDATEDBUILDERS@COMCAST.NET

Estimate

Date	Estimate #
3/30/2021	1762

Name / Address
Sierra Vista Hospital Tunnel Remediation

Project

Description	Qty	Rate	Total
Provide all labor and materials per plans dated December 2020 - Demo existing sidewalk to expose tunnel - Backfill tunnel with flowable fill - Place and finish new concrete sidewalk - Install new plumbing and mechanical per drawings - Install new conduit paths and conductors, tie into new conductors and special systems per drawings, lock out tag out procedures - Provide and install new steel structure for new plumbing, mechanical and electrical pathways. EXCLUSIONS: ABATEMENT, INTERIOR WORK, PANEL UPGRADES, SHUTDOWN/START UP OF EQUIPMENT, UNFORESEEN CONDITIONS, ROCK OR TUNNEL COLLAPSE, AFTER HOURS/WEEKENDS/HOLIDAYS, EXCAVATION.	1	863,500.00	863,500.00
Bond	0	21,587.50	0.00
NMGRT 8.5%	1	73,397.50	73,397.50
Thank you for the opportunity to serve you. We look forward to working with you!			

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written oreders, and will become an extra charge overe and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control including acts of God. Owner to carry fire, tornado, and other necessary insurance. Any and all fees, including attorney's, incurred while collecting debt will be the responsibility of owner.

Subtotal	$936,897.50
Sales Tax (7.875%)	$0.00
Total	$936,897.50

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted and authorize work to be completed as specified.

ESTIMATE VALID FOR 30 DAYS

Signature_____

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

Project: Sierra Vista Hospital: Tunnel Remediation Project

Application#

Period Thru:

Date of Application:

A	B	C	D	E	F	G		H
#	WORK DESCRIPTION	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	PERCENT COMPLETE (G / C)	BALANCE TO COMPLETION (C - G)
1	Est 1762 as follows:	$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
2	General Conditions: Temp fencing, Port-o-let, admin	$ 15,000.00	$ -	$ -	$ -	$ -	0.00%	$ 15,000.00
3	Superintendent	$ 28,000.00	$ -	$ -	$ -	$ -	0.00%	$ 28,000.00
4	Framing	$ 47,674.21	$ -	$ -	$ -	$ -	0.00%	$ 47,674.21
5	Plumber (Donner)	$ 341,900.00	$ -	$ -	$ -	$ -	0.00%	$ 341,900.00
6	Electrician (B&D)	$ 293,425.79	$ -	$ -	$ -	$ -	0.00%	$ 293,425.79
7	Concrete: Flowable fill with pump	$ 43,000.00	$ -	$ -	$ -	$ -	0.00%	$ 43,000.00
8	Per Diem	$ 16,000.00	$ -	$ -	$ -	$ -	0.00%	$ 16,000.00
9	O/P	$ 78,500.00	$ -	$ -	$ -	$ -	0.00%	$ 78,500.00
10	Bond	$ 21,587.50	$ -	$ -	$ -	$ -	0.00%	$ 21,587.50
11	NM GRT	$ 73,397.50	$ -	$ -	$ -	$ -	0.00%	$ 73,397.50
12		$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
13		$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
14		$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
15		$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
16		$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
	TOTALS	$ 958,485.00	$ -	$ -	$ -	$ -	0.00%	$ 958,485.00

Donner Plumbing & Heating Inc.

107 Candelaria NW, Albuquerque NM, 87107 – P/ 505-884-1017 - F/ 505-884-1165

NM MM-98 # 10017 **Texas – RMP#42138**
NM DOL # 0001920060701

BID PROPOSAL

Date: 3/12/2021

Project: Sierra Vista Replacement Hospital Tunnel Remediation

We are pleased to provide the following bid for the above named project:

Our bid is for the performance of work and furnishing the necessary materials for the mechanical installation as covered by the applicable plans and specifications as follows:

A. Crafts included:
   1. Plumbing
   2. Mechanical Insulation

If Bond is required please add ***1.2%*** to our bid.

The following addenda are acknowledged. _NONE

–

We offer the following prices (excluding New Mexico gross receipts tax) firm for 60 days from bid date.
2.5% fee will be charged for credit card payments of $2,500.00 and up - Payment Terms Net 30

Base Bid ---------- $ 341,900.00
(Donner Plumbing may perform the base bid without utilities upon request but not vice versa)

Donner Plumbing & Heating Inc.

107 Candelaria NW, Albuquerque NM, 87107 – P/ 505-884-1017 - F/ 505-884-1165

NM MM-98 # 10017 **Texas – RMP#42138**
NM DOL # 0001920060701

Not included in our bid

1) BIM
2) Holidays, weekends or non-standard hours
3) Duct cleaning
4) No provision has been included in our excavation for any rock or unforeseen underground obstacles or hazardous conditions. Should such obstacles or conditions be encountered, a separate evaluation of alternatives and costs will be required.
5) Dewatering
6) Requirements for additional insured or waver of subrogation
7) Temporary sewer, toilet facilities, heat, or water
8) Electrical wiring, starters & disconnects
9) Pro-rata utility costs, restoration fees, utility expansion charges, and standby charges
10) Meter cost and fees
11) Supplying or dumping job dumpsters
12) Fire Dampers (if location and type are not shown on Mechanical Drawings)
13) Burglar Bars
14) Asbestos or Hazardous materials abatement
15) Wood Supports for HVAC
16) Architectural Louvers
17) Carpentry, painting, formed concrete or rebar (except as noted in this form)
18) Cutting, coring or patching of architectural surfaces including pipe or duct penetrations
19) Installation or finishes of architectural access doors
20) Cutting, removal, or replacement of concrete or asphalt
21) Concrete Encasement of underground duct
22) Fire rated enclosures at diffusers and grease exhaust ducts
23) Fire stopping of penetrations through fire rated construction
24) Wall or roof openings, structural roof curbs, or associated frames
25) All fire protection systems and references to division 21 specifications in its entirety including but not limited to fire risers, below / above grade piping, demolition, backflow preventers, hot boxes & nitrogen systems unless specifically included above
26) Furnishing, installation, or fabrication of the structural "T" Supports for the piping
27) Furnishing or installation of heat trace for piping

Name of Bonding Company: United Fire & Casualty.
Name of Local Agent: Burke Insurance Phone: 505-575-2222

Please do not hesitate to call me at 505-884-1017 if you have any questions.

Jason Garner
Donner Plumbing and Heating Inc.
PM/Estimator

B&D Industries, Inc.
Whatever it takes.

PRICE PROPOSAL

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO
101 DP Rd
Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

5920 N. Lovington Hwy,
Hobbs, NM 88240
Phone: (505) 780-0410

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 559-2585
Fax: (505) 559-2589

ARIZONA
3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK
65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

March 25, 2021 Proposal 21-061

Attn: Samia Apodaca
Consolidated Builders

Re: SVH Tunnel Remediation

Thank you for the opportunity to provide an electrical price for this project. This pricing is based on plans provided; project number 4300, dated July 2020 (sheets CG001, C101, S-001, S-101, M-101, E-001, E-101)

Rough Material Breakout (Dollar Amounts Rounded for Clarity)

Cable Tray:	$ 95,000.00
IMC:	$ 35,000.00
Wire:	$ 43,000.00
Misc. Material:	$ 42,000.00

Actual Proposal Price

Material:	**$214,188.75**
Labor:	**$ 62,373.04**
Travel/Per Diem:	**$ 16,864.00**
Total:	**$293,425.79 (plus applicable NMGRT)**

Inclusions:

1. One (1) year warranty
2. Provide material and labor to install new conduit paths and conductors to circumvent collapsing utility tunnel
3. Provide material and labor to demo old circuits and tie-in to new conductor runs
4. Provide material and labor to install new special systems conduit runs and conductors
5. Provide material and labor to demo old special systems circuits and tie-in to new runs
6. Coordinate cut-over with customer
7. Travel and per diem expenses
8. Labor for Lock-out Tag-out procedures
9. Work schedule to be 4-10 hour days, M-Th
10. Standard business hours outside of cutover
11. Weekend hours for cutover

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

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101 DP Rd
Los Alamos, NM 87544
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5920 N. Lovington Hwy,
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ARIZONA
3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK
65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

Exclusions:

1. Shutdown/startup of any equipment
2. Payment & performance bond
3. General site conditions
4. Seismic bracing
5. BIM, CAD, or 3D modeling
6. Rental of temp. generator
7. Removal of spoils from site due to excavation
8. Saw cutting, coring, and patching of concrete, asphalt, etc.
9. Any X-ray or scanning required for layout of core drilling or saw cutting
10. Painting of any conduit, raceway, or equipment
11. Painting and patching of any walls, ceiling, sheetrock, and/or any other surface
12. Patching of any block, concrete, or asphalt
13. Architect design and engineering services
14. Asbestos and lead paint removal
15. HVAC Controls and EMS electrical installation
16. Spare material, lamps, and fuses
17. Temporary power
18. Unforeseen site conditions that are irregular or unusual circumstances and may incur additional cost such as harder than usual digging conditions, hidden items, etc.
19. Repair of existing code violations, or upgrades other than those mentioned here-in
20. Any electrical not specifically addressed in this narrative or not shown on the bid documents

If you have any questions or concerns, please feel free to email or call.

Best Regards,

Steven Callarman
Project Manager
scallarman@banddindustries.com
(505)288-5773

This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.

NOTICE: *THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, B&D Industries, Inc. will use its best efforts to staff and supply this project to meet the scheduled completion date. However, B&D Industries, Inc. reserves its right to seek an excusable extension of time if B&D Industries, Inc. or its subcontractors and*

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
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Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK
65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Subcontract, we intend to seek additional costs associated with the suspension.

CONSOLIDATED
BUILDERS
PO BOX 26785
ALBUQUERQUE,NM
87125

505.873.6139

CONSOLIDATEDBUILDERS@COMCAST.NET

Estimate

Date	Estimate #
3/26/2021	1760

Name / Address
Sierra Vista Hospital Mobile MRI Trailer Pad

Project

Description	Qty	Rate	Total
Provide labor and material for Mobile MRI Trailer Pad: Exterior work as follows: - Remove and dispose of gravel mulch and landscaping fabric - Remove and dispose of existing sidewalk - Remove and dispose of existing curb and gutter - Remove and dispose of existing screen wall and concrete footing - Remove and salvage light pole - Remove and dispose of concrete light pole base and foundation - Form and pour new concrete sidewalk, curb and depressed curb, heavy duty concrete pavement, sidewalk culvert - Install new 3" gravel mulch and landscaping fabric - Please not gravel may not match exactly due to rock color variations of new product and exposure of existing gravel. - Form and pour new concrete light pole base -Compaction and concrete slump testing as required EXCLUSIONS: WAGE RATES, AFTERHOURS/WEEKENDS, OVEREXCAVATION, IMPORTED SOILS Interior work as follows: - Set up hard walled containment as necessary including air scrubbers and sticky mats -Provide penetrations for electrical conduit passthrough including Hilti Fire caulking - Patch and paint as needed	1	118,000.00	118,000.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written oreders, and will become an extra charge overe and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control including acts of God. Owner to carry fire, tornado, and other necessary insurance. Any and all fees, including attorney's, incurred while collecting debt will be the responsibility of owner.

Subtotal	
Sales Tax (7.875%)	
Total	

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted and authorize work to be completed as specified.

ESTIMATE VALID FOR 30 DAYS

Signature_____

CONSOLIDATED
BUILDERS
PO BOX 26785
ALBUQUERQUE,NM
87125

505.873.6139

CONSOLIDATEDBUILDERS@COMCAST.NET

Estimate

Date	Estimate #
3/26/2021	1760

Name / Address
Sierra Vista Hospital Mobile MRI Trailer Pad

Project

Description	Qty	Rate	Total
Electrical as follows: Inclusions: 1. One (1) year warranty. 2. Provide material and labor to install new 150A circuit from panel MCB to new trailer location. 3. Provide material and labor to install new data run from IT room 1099 to new trailer location. 4. Disconnect previous MRI trailer circuit and make-safe, no demo. 5. All travel and per diem expenses. 6. Labor for Lock-out Tag-out procedures. EXCLUSIONS: WAGE RATES, AFTER HOURS/WEEKENDS, NEW WALLS, EXISTING CONDITIONS, COMMISSIONING/START UP OF NEW EQUIPMENT, DEMO OF ANY EXISTING ELECTRICAL, MAKE SAFE, SCANNING OR XRAY OF CONCRETE, PAINTING OF ANY CONDUIT, ASBESTOS/LEAD ABATEMENT, EXISTING CODE VIOLATIONS OR UPGRADES, ANY ELECTRICAL NOT SPECIFICALLY ADDRESSED IN NARRATIVE OR NOT SHOWN ON THE BID DOCUMENTS, FLOORING, STOREFRONT.			
SALES TAX 8.5%	1	10,030.00	10,030.00
Bond if needed	1	3,200.00	3,200.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written oreders, and will become an extra charge overe and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control including acts of God. Owner to carry fire, tornado, and other necessary insurance. Any and all fees, including attorney's, incurred while collecting debt will be the responsibility of owner.

Subtotal	
Sales Tax (7.875%)	
Total	

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted and authorize work to be completed as specified.

ESTIMATE VALID FOR 30 DAYS

Signature_____

CONSOLIDATED
BUILDERS
PO BOX 26785
ALBUQUERQUE,NM
87125

505.873.6139

CONSOLIDATEDBUILDERS@COMCAST.NET

Estimate

Date	Estimate #
3/26/2021	1760

Name / Address
Sierra Vista Hospital Mobile MRI Trailer Pad

Project

Description	Qty	Rate	Total
Thank you for the opportunity to serve you. We look forward to working with you!			

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written oreders, and will become an extra charge overe and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control including acts of God. Owner to carry fire, tornado, and other necessary insurance. Any and all fees, including attorney's, incurred while collecting debt will be the responsibility of owner.

Subtotal	$131,230.00
Sales Tax (7.875%)	$0.00
Total	$131,230.00

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted and authorize work to be completed as specified.

ESTIMATE VALID FOR 30 DAYS

Signature_____

CONTINUATION PAGE

Project: Sierra Vista Hospital: MRI Pad Project

Payment Application containing

Contractor's signature is

attached.

Application#

Period Thru:

Date of Application:

A	B	C	D	E	F	G		H
#	WORK DESCRIPTION	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	PERCENT COMPLETE (G / C)	BALANCE TO COMPLETION (C - G)
1	Est 1760 as follows:	$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
2	General Conditions: Temp fencing, Port-o-let, admin, containment	$ 10,000.00	$ -	$ -	$ -	$ -	0.00%	$ 10,000.00
3	Superintendent	$ 20,400.00	$ -	$ -	$ -	$ -	0.00%	$ 20,400.00
4	Demo	$ 3,500.00	$ -	$ -	$ -	$ -	0.00%	$ 3,500.00
5	Concrete	$ 28,495.00	$ -	$ -	$ -	$ -	0.00%	$ 28,495.00
6	Electrical (B&D)	$ 28,195.00	$ -	$ -	$ -	$ -	0.00%	$ 28,195.00
7	Gravel and fabric (landscaping)	$ 6,715.20	$ -	$ -	$ -	$ -	0.00%	$ 6,715.20
8	Interior work as needed incldluing fire caulking, patch and paint	$ 8,000.00	$ -	$ -	$ -	$ -	0.00%	$ 8,000.00
9	O/P	$ 12,694.80	$ -	$ -	$ -	$ -	0.00%	$ 12,694.80
10	Bond	$ 3,200.00	$ -	$ -	$ -	$ -	0.00%	$ 3,200.00
11	NM GRT	$ 10,030.00	$ -	$ -	$ -	$ -	0.00%	$ 10,030.00
12		$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
13		$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
14		$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
15		$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
16		$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
	TOTALS	$ 131,230.00	$ -	$ -	$ -	$ -	0.00%	$ 131,230.00

B&D Industries, Inc.
Whatever it takes.

PRICE PROPOSAL

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO
101 DP Rd
Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

5920 N. Lovington Hwy,
Hobbs, NM 88240
Phone: (505) 780-0410

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 559-2585
Fax: (505) 559-2589

ARIZONA
3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK
65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

March 24, 2021 Proposal 21-060

Attn: Samia Apodaca
Consolidated Builders

Re: SVH MRI Trailer

Thank you for the opportunity to provide an electrical price for this project.

Material	$13,553.36
Labor	$11,009.03
Travel Expenses/Per Diem	$ 3,632.40
Price:	**$28,194.79 plus applicable gross receipts tax**

Inclusions:

1. One (1) year warranty.
2. Provide material and labor to install new 150A circuit from panel MCB to new trailer location.
3. Provide material and labor to install new data run from IT room 1099 to new trailer location.
4. Disconnect previous MRI trailer circuit and make-safe, no demo.
5. All travel and per diem expenses.
6. Labor for Lock-out Tag-out procedures.

Exclusions:

1. Commissioning/startup of new equipment
2. Payment & performance bond
3. All permits, plan review, and utility fees
4. General site conditions
5. Shift work and overtime work
6. Demo of any existing electrical, make safe only
7. Removal of spoils from site due to excavation
8. Saw cutting, coring, and patching of concrete, asphalt, etc.
9. Any X-ray or scanning required for layout of core drilling or saw cutting
10. Painting of any conduit, raceway, or equipment
11. Painting and patching of any walls, ceiling, sheetrock, and/or any other surface
12. Patching of any block, concrete, or asphalt
13. Asbestos and lead paint removal
14. Spare material, lamps, and fuses
15. Fixture support wires
16. Temporary power

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

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ARIZONA
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Phone: (480) 632-4002

NEW YORK
65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

17. Unforeseen site conditions that are irregular or unusual circumstances and may incur additional cost such as harder than usual digging conditions, hidden items, etc.
18. Repair of existing code violations, or upgrades other than those mentioned here-in
19. Any electrical not specifically addressed in this narrative or not shown on the bid documents

If you have any questions or concerns, please feel free to email or call.

Best Regards,

Steven Callarman
Project Manager
scallarman@banddindustries.com
(505)288-5773

This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.

NOTICE: *THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, B&D Industries, Inc. will use its best efforts to staff and supply this project to meet the scheduled completion date. However, B&D Industries, Inc. reserves its right to seek an excusable extension of time if B&D Industries, Inc. or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Subcontract, we intend to seek additional costs associated with the suspension.*

SIERRA VISTA HOSPITAL
POLICIES AND PROCEDURES
DEPARTMENT POLICIES AND PROCEDURES

DEPARTMENT: Nursing

Original Policy Date: 1995

Review: **2021** AL **2022** __ **2023**

SUBJECT: Transfer, Inter-facility

Last Revised: 03/22/2021

APPROVED BY: Medical Staff

Manager: Autumn Long, BSN, RN

This policy reflects guidance under the Emergency Medical Treatment and Labor Act ("EMTALA") and associated State laws only. It does not reflect any requirements of The Joint Commission or other regulatory entities. Each facility should ensure it has policies and procedures to address such additional requirements. No facility may edit this policy in a manner that would remove existing language. Additions to this policy should be easily identifiable (e.g., in another color, different font, or italicized text).

PURPOSE:

-To establish guidelines for providing an appropriate transfer to another facility of an individual with an emergency medical condition ("EMC"), who requests or requires a transfer for further medical care and follow-up to a receiving facility as required by EMTALA, 42 U.S.C. § 1395dd, and all Federal regulations and interpretive guidelines promulgated thereunder.

POLICY:

-Any transfer of an individual with an EMC must be initiated either by a written request for transfer from the individual or the legally responsible person acting on the individual's behalf or by a physician order with the appropriate physician certification as required under EMTALA. EMTALA obligations regarding the appropriate transfer of an individual determined to have an EMC apply to any emergency department ("ED") or dedicated emergency department ("DED") of a hospital whether located on or off the hospital campus and all other departments of the hospital located on hospital property.

-The transfer of an individual shall not consider age, gender, disability, race, color, ancestry, citizenship, religion, pregnancy, sexual orientation, gender identity or expression, national origin, medical condition, marital status, veteran status, payment source or ability, or any other basis prohibited by federal, state, or local law, except to the extent that pre-existing medical condition or physical or mental handicap is significant to the provision of appropriate medical care to the individual.

Note: Movement of an individual to another part of the same hospital is not considered a transfer for EMTALA purposes.

1. Transfer of Individuals Who Have Not Been Stabilized

A. If an individual who has come to the emergency department has an EMC that has not been stabilized, the hospital may transfer the individual only if the transfer is an appropriate transfer and meets the following conditions:

I. The individual or a legally responsible person acting on the individual's behalf requests the transfer, after being informed of the hospital's obligations under EMTALA and of the risks and benefits of such transfer. The request must be in writing and indicate the reasons for the request as well as indicate that the individual is aware of the risks and benefits of transfer; or

II. A physician has signed a certification that, based upon the information available at the time of transfer, the medical benefits reasonably expected from the provision of appropriate medical treatment at another medical facility outweigh the increased risks to the individual or, in the case of the woman in labor, to the woman or the unborn child, from being transferred. The certificate must contain a written summary of the risks and benefits upon which it is based; or

III. If a physician is not physically present in the DED at the time the individual is transferred, a qualified medical person ("QMP") has signed a certification after a physician in consultation with the QMP, agrees with the certification and subsequently countersigns the certification. The certification must contain a written summary of the risks and benefits upon which it is based.

Note: The date and time of the physician or QMP certification should match the date and time of the transfer.

B. A transfer will be an appropriate transfer if:

I. The transferring hospital provides medical treatment within its capacity that minimizes the risks to the individual's health and, in the case of a woman in labor, the health of the unborn child.

II. The receiving facility has available space and qualified personnel for the treatment of the individual and has agreed to accept the transfer and to provide appropriate medical treatment.

III. The transferring hospital sends the receiving hospital copies of all medical records related to the EMC for which the individual presented that are available at the time of transfer.

IV. The transfer is affected through qualified personnel and transportation equipment as required including the use of necessary and medically appropriate life support measures during the transport.

Hospitals that request transfers must recognize that the appropriate transfer of individuals with unstabilized EMCs that require specialized services should not routinely be made over great distances, bypassing closer hospitals with the necessary capability and capacity to care for the unstabilized EMC.

C. **Higher Level of Care.** A higher level of care should be the more likely reason to transfer an individual with an EMC that has not been stabilized. The following are examples of a higher level of care:

I. A receiving hospital with specialized capabilities or facilities that are not available at the transferring hospital (including, but not limited to burn units, shock-trauma units, neonatal intensive care units, dedicated behavioral health units, or regional referral centers in rural areas) must accept an appropriate transfer of an individual with an EMC who requires specialized capabilities or facilities if the hospital has the capacity to treat the individual.

II. If there is a local, regional, or state plan for hospital care for designated populations such as individuals with psychiatric disorders or high-risk neonates, the transferring hospital must still provide an MSE and stabilizing treatment prior to transferring to the hospital so designated by the plan.

2. Additional Transfer-Related Situations

A. Diagnostic Facility. If an individual is moved to a diagnostic facility located at another hospital for diagnostic procedures not available at the transferring hospital and the hospitals arrange to return the individual to the transferring hospital, the transfer requirements must still be met by the sending hospital. The receiving hospital is not obligated to meet the EMTALA transfer requirements when implementing an appropriate transfer back to the transferring hospital. The recipient hospital will send or communicate the results of the tests performed to the transferring hospital.

B. Off-Campus hospital-based facilities to nonaffiliated hospital. A transfer from a hospital-based facility located off-campus to a nonaffiliated hospital must still comply with the requirements of an appropriate transfer as defined by EMTALA. A Memorandum of Transfer must be used in such situations.

C. Pre-Existing Transfer Agreements. Appropriate transfer agreements should be in place and in writing between the hospital, including any outpatient or other off-campus departments where care is provided and other hospitals in the area where the outpatient or off-campus departments are located. Even if there are pre-existing transfer agreements between transferring and receiving hospitals, a physician certification is required for any medically indicated transfer for an unstable individual. Transfer Agreements shall not include financial provisions for transfer but may include reciprocal provisions for transferring the individual back to the original transferring hospital when the higher level of care is no longer required.

D. Transfers for High-Risk Deliveries. A hospital that is not capable of handling the delivery of a high-risk woman in labor must still provide an MSE and any necessary stabilizing treatment as well as meet the requirements of an appropriate transfer even if a transfer agreement is in place. In addition, a physician certification that the benefits of transfer outweigh the risks of transfer is required for the transfer of the woman in labor.

E. Diversion/Exceeded Capacity. If the transferring hospital has the capability but lacks the capacity to treat the individual, then the individual would likely benefit from the transfer and it would be permissible if all other conditions of an appropriate transfer are met. In addition, the hospital may transfer an individual due to bed shortage or overcrowding, if it has exhausted

all its capabilities, even if the individual does not require any specialized capabilities of the receiving hospital. The receiving hospital must accept the transfer of the individual if it has the capacity and capability to do so. In communities with a community-wide emergency services system, the receiving hospital must accept the individual being transferred from a hospital on diversionary status if it has the capacity and capability. After acceptance, the receiving hospital may attempt to validate that the transferring hospital has, in fact, exhausted all its capabilities prior to transfer.

F. Lateral Transfers. Transfers between hospitals of comparable resources and capabilities are not permitted unless the receiving facility would offer enhanced care benefits to the patient that would outweigh the risks of the transfer. Examples of such situations include a mechanical failure of equipment or no ICU beds available.

G. Women in Labor. For a woman in labor, a transfer may be made only if the woman in labor or her representative requests the transfer, and if a physician signs a certification that the benefits reasonably expected from the provision of appropriate medical treatment at another facility outweigh the increased risks to the individual or the unborn child. A hospital cannot cite State law or practice as the basis for transfer. A woman in labor who requests transfer to another facility may not be discharged against medical advice to go to the other facility. The risks associated with such a disposition must be thoroughly explained to the patient and documented. If the patient still insists on leaving to go to another facility, the facility should take all reasonable steps to obtain the patient's request in writing and take all reasonable steps to have the patient transported using qualified personnel and transportation equipment. Transporting a woman in labor by privately owned vehicle is not an appropriate form of transportation.

H. Observation Status. An individual who has been placed in observation status is not an inpatient, even if the individual occupies a bed overnight. Therefore, an individual placed in an observation status who came to the hospital's DED for example, does not terminate the EMTALA obligations of that hospital or a recipient hospital toward an individual who remains in unstable condition at the time of transfer. The EMTALA obligation does not end until the patient has been stabilized, appropriately transferred, discharged, or admitted as an inpatient. Therefore, any transfer of a patient in observation status who initially presented to a DED must meet all the requirements of an EMTALA transfer.

3. Authority to Conduct a Transfer

The transferring physician is responsible for determining the appropriate mode of transportation, equipment and attendants for the transfer in such a manner as to be able to effectively manage any reasonably foreseeable complication of the individual's condition that could arise during the transfer. Only qualified personnel, transportation and equipment, including those life support measures that may be required during transfer shall be employed in the transfer of an individual with an unstabilized EMC. If the individual refuses the appropriate form of transportation determined by the transferring physician and decides to be transported by another method, the transferring physician is to document that the individual was informed of the risks associated with this type of transport and the individual should sign a form indicating the risks have been explained and the individual acknowledges and accepts the risks. All additional requirements of an appropriate transfer are to be followed by the transferring hospital.

5. Transfer Center Use

Hospitals may utilize a Transfer Center to facilitate the transfer of any individual from or to the Emergency Department of the transferring facility to the receiving facility. The transferring physician, after discussion with the individual patient or his or her legally authorized representative, determines the appropriate receiving facility for providing the care necessary to stabilize and treat the individual's emergent condition. The Transfer Center then facilitates the transfer from the transferring facility to the facility selected by the transferring physician and/or the patient.

Transfer Centers do not:

1) diagnose or determine treatment for medical conditions.
2) make independent decisions regarding the feasibility of transfer.
3) make independent decisions as to where the individual will be transferred.
4) determine how a transfer shall be affected.

-At the ED Physician's request, the Transfer Center must facilitate a discussion between the ED Physician and the on-call physician of the receiving facility. The on-call physician does not have the authority to refuse an appropriate transfer on behalf of the facility.
-The Transfer Center may, at the transferring ED Physician's request, provide a list of the receiving facilities with capability and capacity for accepting the individual in need of transfer. The list should include geographic distances and specific capabilities of the receiving facilities. The ED Physician and the individual to be transferred then make the decision on the receiving facility.
-The Transfer Center may, at the request of the transferring facility, provide information on the availability of EMS or transport options for transfer of an individual. However, the Transfer Center does NOT select the level of care provided by the transferring facility. The transfer acceptance cannot be predicated upon the transferring facility using a mode of transportation chosen by the receiving facility or a Transfer Center.

6. Bed Management/Transfer Center Facility

If the Transfer Center has real time access to necessary data elements documenting capability and capacity, the facility, the ED physician, and the Transfer Center representatives may develop criteria and algorithms for allowing the Transfer Center to accept a transfer request on behalf of the facility and the ED physician to expedite the transfer process. Such documents allowing a Transfer Center to accept a patient on behalf of a facility shall be in writing in the ED and on file in the Transfer Center. However, prior to completing the transfer process, the Transfer Center should validate the acceptance with the receiving ED and notify the facility of the transfer to ensure that the capability and capacity status has not changed and that the on-call physician is available when needed. A Transfer Center may not make any independent decisions to refuse a transfer request, except that a bed management Transfer Center may refuse a request with respect to capacity.

PROCEDURES:

1. Transfers of Individuals Who Are Not Medically Stable

Requirements Prior to Transfer. After the hospital has provided medical treatment within its capability to minimize the risks to the health of an individual with an EMC who is not medically stable, the hospital may arrange an appropriate transfer for the individual to another more appropriate or specialized facility. Evaluation and treatment shall be performed and transfer shall be carried out as quickly as possible for an individual with an EMC which has not been stabilized or when stabilization of the individual's vital signs is not possible because the hospital does not have the appropriate equipment or personnel to correct the underlying process. The following requirements must be met for any transfer of an individual with an EMC that has not been stabilized:

A. Minimize the Risk. Before any transfer may occur, the transferring hospital must first provide, within its capacity and capability, medical treatment to minimize the risks to the health of the individual or unborn child.

B. Individual's Request or Physician's Order. Any transfer to another medical facility of an individual with an EMC must be initiated either by a written request for transfer from the individual or the legally responsible person acting on the individual's behalf or by a physician order with the appropriate physician or QMP and Physician certification as required under EMTALA. Any written request for a transfer to another medical facility from an individual with an EMC or the legally responsible person acting on the individual's behalf shall indicate the reasons for the request and that he or she is aware of the risks and benefits of the transfer.

C. Request to Transfer Made to Receiving Facility. The transferring hospital must call the receiving hospital or the Transfer Center if the facility is part of a Transfer Center network to verify the receiving hospital has available space and qualified personnel for the treatment of the individual. The receiving hospital must agree to accept the transfer and provide appropriate treatment. The transferring hospital must obtain permission from the receiving hospital to transfer an individual. This may be facilitated by a Transfer Center. Such permission should be documented on the medical record by the transferring hospital, including the date and time of the request and the name and title of the person accepting transfer. The transferring physician shall ensure that a receiving hospital has appropriate services and has accepted responsibility for the individual being transferred. If utilizing the services of a Transfer Center, the Transfer Center may assist in determining whether the receiving hospital has the appropriate services.

D. Document the Request. The transferring hospital must document its communication with the receiving hospital, including the request date and time and the name of the person accepting the transfer.

E. Send Medical Records. The transferring hospital must send to the receiving hospital copies of all medical records available at the time of transfer related to the EMC and continuing care of the individual. The transferring hospital may provide the Face Sheet with the appropriate information to the Transfer Center to assist Transfer Center in facilitating the transfer. But the Transfer Center generally, may not provide any information to, or respond to questions from, to the receiving facility or physician at the receiving facility, from the Face Sheet regarding whether or not the patient has insurance, or the type of insurance, or other information regarding the patient's ability to pay for services

prior to acceptance of the patient except as required by a state or local plan for providing care to certain patient populations where insurance coverage is a determining factor in where the patient may receive care. Documentation sent to the receiving hospital must include:

- Copies of the available history, all records related to the individual's EMC, observations of signs or symptoms, patient's condition at the time of transfer, preliminary diagnosis, results of diagnostic studies or telephone reports of the studies, treatment provided, results of any tests, monitoring and assessment data, any other pertinent information, and the informed written consent for transfer of the individual or the certification of a physician or QMP.
- The name and address of any on-call practitioner who refused or failed to appear within a reasonable time to provide necessary stabilizing treatment; and
- The individual's vital signs which should be taken immediately prior to transfer and documented on the Memorandum of Transfer Form.
- Copies of available records must accompany the individual; and
- Copies of other records not available at the time of transfer must be sent to the receiving hospital as soon as practical after the transfer. Medical and other records related to individuals transferred to or from the hospital must be retained in their original or legally reproduced form in hard copy, microfilm, or electronic media for a period of five years from the date of transfer.

F. Physician Certification of Risks and Benefits. A physician must sign an express written certification that, based on the information available at the time of transfer, the medical benefits reasonably expected from the provision of appropriate medical treatment at another medical facility outweigh the increased risks to the individual or, in the case of a woman in labor, to the unborn child, from being transferred. **The certification should meet the following requirements**:

- The certification must state the reason for transfer. The narrative rationale need not be a lengthy discussion of the individual's medical condition as this can be found in the medical record but should be specific to the condition of the patient upon transfer.
- The certification must contain a complete picture of the benefits to be expected from appropriate care at the receiving facility and the risks associated with the transfer, including the time away from an acute care setting necessary to affect the transfer.
- The date and time of the physician certification should closely match the date and time of the transfer.
- Certifications may not be backdated.

G. QMP Certification. If a physician is not physically present at the time of the transfer, a QMP may sign the certification, after consultation with a physician, and transfer the individual if the medical benefits expected from transfer outweigh the risks. If a QMP signs the certification, a physician shall countersign it within 24 hours or a reasonable period specified by the hospital bylaws, rules or regulations.

H. Send Memorandum of Transfer. A Memorandum of Transfer must be completed for every patient who is transferred to another separately licensed hospital. The Memorandum of Transfer and the patient's medical record must be sent with the patient at the time of the transfer. Two copies of the Memorandum of Transfer shall be retained by the transferring hospital, one incorporated into the patient's medical record and the second for quality review.

2. Transfers that are requested by the individual but not medically indicated.

If a medically unstable individual, or the legally responsible person, requests a transfer to another hospital that is not medically indicated, the individual or the legally responsible person must first be fully informed of the risks of the transfer; the alternatives (if any) to the transfer; and the hospital's obligations to provide further examination and treatment sufficient to stabilize the individual's EMC.

Components of the Individual's Request for Transfer.
The transfer is appropriate only when the request meets all the following requirements:

- is in writing and indicates the reasons for the request.
- contains a statement of the hospital's obligations under EMTALA and the benefits and risks that were outlined to the person signing the request.
- indicates that the individual is aware of the risks and benefits of the transfer.
- is made part of the individual's medical record, and a copy of the request should be sent to the receiving facility when the individual is transferred; and
- is not made through coercion or by misrepresenting the hospital's obligations to provide an MSE and treatment for an EMC or labor.

Note: Once the transfer is accepted, the Memorandum of Transfer and the patient's medical record must be sent with the patient.

3. Refusal to Consent to Transfer

If an individual, or the legally responsible person acting on the individual's behalf, refuses to consent to the hospital's offer to transfer the individual to another facility for services the hospital does not provide and informs the individual, or the legally responsible person, of the risks and benefits to the individual of the transfer, all reasonable steps must be taken to secure a written refusal from the individual or the person acting on the individual's behalf. The individual's medical record must contain a description of the proposed transfer that was refused by the individual or the person acting on the patient's behalf, a statement that the individual was informed of the risks and benefits and the reason for the individual's refusal to consent to the transfer.

4. Transfer of Individuals Who Are Medically Stable

EMTALA does not apply to an individual who has been medically stabilized. The hospital has no further EMTALA obligation to an individual who has been determined not to have an EMC or whose EMC has been stabilized or who has been admitted as an inpatient.

A. Any individual who has been medically stabilized may be transferred upon request or pursuant to a physician's order via a pre-arranged transfer or treatment plan according to hospital policy.

B. Document Stable Condition. -The stability of the individual is determined by the ED physician or QMP in consultation with the physician. After it is determined that the individual is medically stable, the physician or QMP must accurately and thoroughly document the parameters of such stability.

5. Reporting Potential EMTALA Violations

Each Transfer Center employee working with the DED, medical staff member, house staff member, hospital employee, or contracted individual who works in the DED or other area where EMTALA requirements are applicable and who has reason to believe that a potential violation of the law has resulted in an inappropriate transfer to the hospital as a receiving hospital or from the hospital as a transferring hospital must report the incident to the CEO or CEO's designee such as the Risk Manager or the ECO immediately for investigation.

A. Receiving Hospitals. Receiving hospitals have a duty to report any inappropriate transfer received from a transferring institution. A hospital that suspects it may have received an improperly transferred individual (transfer of an unstable individual with an EMC who was not provided an appropriate transfer according to 42 C.F.R. § 489.24(e)(2)), is required to promptly report the incident to the Centers for Medicare & Medicaid Services ("CMS") or the state agency within 72 hours of the occurrence. Failure to report within 72 hours may result in an EMTALA violation by the receiving facility.

B. Transferring Hospitals. A participating hospital may not penalize or take adverse action against a physician or a QMP because the physician or QMP refuses to authorize the transfer of an individual with an EMC that has not been stabilized, or against any hospital employee because the employee reports a violation of a requirement of the EMTALA obligations.

6. Declared Emergencies.

Sanctions under EMTALA for an inappropriate transfer during a national emergency do not apply to a hospital with a DED located in an area that has been declared a national emergency area. Please review the requirements for transfers during a National Emergency contained in the EMTALA – Definitions and General Requirements Policy, LL.EM.001, and consult with the hospital's Disaster and Emergency Preparedness Plan as well as Operations Counsel for additional guidance.

A. Waiver of Sanctions. Sanctions under EMTALA for an inappropriate transfer or for directing or relocating an individual who comes to the DED to an alternative off-campus site for the MSE during a national emergency do not apply to a hospital with a DED located in an emergency area if the following conditions are met:

I: The transfer is necessitated by the circumstances of the declared emergency in the emergency area during the emergency period.

II: The direction or relocation of an individual to receive medical screening at an alternate location is pursuant to an appropriate State emergency preparedness plan or, in the case of a public health emergency ("PHE") that involves a pandemic infectious disease, pursuant to a State pandemic preparedness plan.

III: The hospital does not discriminate based on an individual's source of payment or ability to pay.

IV: The hospital is in an emergency area during an emergency period.

V: There has been a determination that a waiver of sanctions is necessary.

B. Waiver Limitations.

I: An EMTALA waiver can be issued for a hospital only if:
- The President has declared an emergency or disaster under the Stafford Act or the National Emergencies Act
- The Secretary of HHS has declared a PHE; and
- The Secretary of HHS invokes his or her waiver authority including notifying Congress at least 48 hours in advance.

II: In the absence of CMS notification of area-wide applications of the waiver, the hospital must contact CMS and request that the waiver provisions be applicable to the hospital.

III: In addition, for an EMTALA waiver to apply to the hospital and for sanctions not to apply:
- The hospital must activate its disaster protocol; and
- The State must have activated an emergency preparedness plan or pandemic preparedness plan in the emergency area, and any redirection of individuals for an MSE must be consistent with such plan.

IV: Even when a waiver is in effect, there is still the expectation that everyone who comes to the DED will receive an appropriate MSE, if not in the DED, then at the alternate care site to which they are redirected or relocated.

V: A waiver of these sanctions is limited to a 72-hour period beginning upon the implementation of a hospital disaster protocol, except that if a PHE involves a pandemic infectious disease, the waiver will continue in effect until the termination of the application decision of a PHE or a limitation by CMS. However, the waiver may be limited to a date prior to the termination of the PHE declaration, as determined by CMS. If a State emergency/pandemic preparedness plan is deactivated in the area where the hospital is located prior to the termination of the PHE, the hospital no longer meets the conditions for an EMTALA waiver, and the hospital waiver would cease to be in effect as of the deactivation date. Likewise, if the hospital deactivates its disaster protocol prior to the termination of the PHE, the hospital no longer meets the conditions for an EMTALA waiver and the hospital waiver would cease to be in effect as of the deactivation date.

VI: All other EMTALA-related requirements continue to apply, as do similar State law requirements, even when a hospital is operating under an EMTALA waiver. For example, a hospital's obligation to accept an appropriate transfer of an individual under EMTALA cannot be waived if the hospital has the capabilities and capacity to accept such transfer (as discussed in this Policy).

RESOURCE

Emergency medical Treatment & Labor act (EMTALA). (n.d.). Retrieved March 26, 2021, from https://www.cms.gov/Regulations-and-Guidance/Legislation/EMTALA.

Sierra Vista Hospital - Memoradum of Transfer

Patient Sticker Here

Date:_____

Time:_____

Pt Social Security #:_____

Medical Condition

1. Diagnosis_____

2. Vital Signs at Time of Transfer: Time _____:_____ am pm

Temp:____ HR:____ Resp:____ BP: ____/____ O2:____

Reason for Transfer

3. Patient Being Transferred for:

- ☐ Medical Necessity/Higher Level of Care
  - ☐ STABLE at Transfer
  - ☐ EMERGENCY Transfer
- ☐ Patient Request
- ☐ If Patient request, reason for request:_____

Physician Certification

4. Physician Certification:

I have explained the risks and benefits of transfer (or refusal of transfer) to the patient/legally responsible representative as follows:

Summary of benefits of transfer:

- ☐ Specialized treatment or care
- ☐ Improved possibility of retaining life or limb
- ☐ Continuity of care
- ☐ Further medical exam
- ☐ Imaging procedures not available here
- ☐ Invasive procedures/testing not available here
- ☐ Other:_____

Summary of risks of transfer:

- ☐ Death
- ☐ Pain
- ☐ Delivery in Route
- ☐ Worsening of condition
- ☐ Motor vehicle accident
- ☐ Loss of function of affected body part
- ☐ Other:_____

Based on the information available at the time of transfer, the medical benefits reasonabley expected from the provision of appropriate medical treatment at another medical facility outweigh the increased risks of transfer to the patient, and in the case of labor, to the unborn child.

Signature of Transferring Physician:_____

Date:____ /_____ /_____ Time: _____:_____ am pm

Patient Information

Sierra Vista Hospital - Memoradum of Transfer

5. Patient Information *(if known)* :

Address:_____

Phone number:_____ Age:_____

Race: ☐ Caucasion ☐ Black ☐ Hispanic ☐ Other

Religion:_____

Physical Handicap: ☐ No ☐ Yes:_____

6. Date of First Arrival at SVH: _____/_____/_____ Time: _____:_____ am pm

7. Next of Kin Information *(if known)* :

Full Name:_____

Phone number:_____

Notified: ☐ Yes ☐ No

First Contact with Accepting Facility

8.First Contact with Accepting Facility:

Date:_____/_____/_____ Time: _____:_____ am pm

Name of first Contact at Accepting Hospital: _____

Accepting Facility, Administrator and Physician

9. Transferring Hospital Administrator's signature and title who called Acepting Hospital:

Name:_____ Title:_____

10. Accepting Hospital's Name:_____

Address:_____

Phone number: (_____)_____-_____

11. Acceptance to Hospital *(Approval)* : Date:_____/_____/_____ Time:____:____

Name and Title of Accepting Administrator:_____

12. Accepting Physician at Receiving Hospital:

Name:_____ Phone:(_____) _____-_____

13. Transferring Physician:

Name:_____ Phone:(_____) _____-_____

Transfer Support

14. Type of transferring vehicle and company used:

Name of Company:_____

Method of Transfer: ☐ Ground Ambulance ☐ Air Ambulance ☐ Private Car

☐ Police/Sheriff ☐ BLS ☐ ALS ☐ MICU

Time Contacted: _____:_____ am pm ETA: _____ :_____ am pm

Support Treatment needed during transport:

☐ Cardiac Monitor ☐ IV Pump ☐ Oxygen (Liters_____) ☐ Pulse Oximeter

☐ IV Fluids (Rate:_____) ☐ Restraints ☐ None

☐ Other:_____

_____

_____

Patient Sticker Here

Sierra Vista Hospital - Memoradum of Transfer

Patient Consent

15. Patient Request or Consent for Transfer

The risks and benefits of transfer have been explained to me and I have been informed of Sierra Vista Hospital's obligations under EMTALA. I understand these risks and benefits; I have considered them and I consent to my transfer to another medical facility. With this knowledge and understanding,

- ☐ I agree and consent to transfer
- ☐ I refuse the transfer
- ☐ I request the transfer because_____

_____

_____

Signature of patient or legally responsible representative:

X_____

Relationship to patient:_____

Witness:_____

Date:_____/_____/_____ Time:_____:_____ am pm

16. Personal Belongings:

- ☐ Sent with Family
- ☐ Sent with Patient
- ☐ Given to:_____ Time:_____:_____

Patient Sticker Here

SIERRA VISTA HOSPITAL AND CLINICS
POLICIES AND PROCEDURES
DEPARTMENT POLICIES AND PROCEDURES

DEPARTMENT: Risk Management

Original Policy Date: 1996

Review: **2020** CJ **2021** SFA **2022** ____

SUBJECT: Confidential Report of Occurrence

Last Revised: April 2021

APPROVED BY:

Manager: Heather Johnson

PURPOSE:

The purpose is to define the mechanism for the reporting of patient and visitor occurrences.

POLICY:

It is the policy of Sierra Vista Hospital and Clinics that a Confidential Report of Occurrence be completed for all unusual events that may cause actual or potential harm or for any deviation from the usual standard of care, practice, or policy. This is inclusive of all patients and visitors, including the loss or damage of their valuables.

Example:

- A disturbance occurs that may or does disrupt Hospital functions or which may affect the standing of the Hospital in the community.
- An undesirable event occurs which is inconsistent with normal patient care.
- A significant violation of established policy and procedure occurs.
- An unusual event occurs which does or may result in personal injury.
- An event occurs which by standard Hospital procedure requires completion of a Confidential Report of Occurrence. F-852-03-004

Some occurrences require immediate notification to the Risk Manager and/or Administration.

Criteria for immediate notification:

- Any unexpected occurrence involving death, or serious physical or psychological injury, or risk thereof. (Sentinel Event P&P 852-03-019)
- Any event that meets the definition of an unanticipated outcome that may meet criteria for disclosure.
- Any equipment failure/malfunction resulting in actual or potential harm to patient or visitor.
- Any event involving voiced hostility against the hospital, clinics, and/or staff by a patient, family, or visitor.
- Any occurrence of abuse, neglect, or exploitation of a patient while under the care of a Sierra Vista Hospital employee.

RESPONSIBILITY:

All employees are responsible for completing the Confidential Report of Occurrence.

PROCEDURE:

1. In the event of an occurrence, the individual most closely associated with the occurrence or the person discovering the occurrence will complete a Confidential Report of Occurrence form.

2. Complete all appropriate areas of the form. The narrative of the report is to include only the facts and should not place blame, give opinions, or make conclusions. The reporting process is for analysis, trends, actions, improvement of performance/processes, and identification of risks. Do not document in the medical record that a Confidential Report of Occurrence was completed. All Confidential Reports of Occurrences are to be submitted to the Risk Manager same day but no less than 3 days of occurrence.

3. After the form is completed, it is forwarded to the Risk Manager for review, investigation, actions taken, and when appropriate analysis of the root cause. Investigations assigned to departments by the Risk Manager should be completed as soon as possible but no less than 7 days of receipt of request. In the event the incident meets criteria for immediate notification, contact the Risk Manager, Chief Executive Officer (CEO) or Administrator on Call.

   Findings and actions taken are documented under the Findings/Action section. Any root cause analysis is attached.

4. When appropriate, the Risk Manager will notify the CEO, Chief Nursing Officer (CNO), and/or Chief of Medical Staff. The Senior Leadership Team may convene if the event is sentinel.

5. All patient/visitor occurrence reports are forwarded to the Risk Manager as soon as possible, even if there is an ongoing investigation within the department.

6. The Risk Manager will, as appropriate:
   - review and log the occurrence report,
   - assign the report to the appropriate person if further investigation is needed,
   - discuss the case with the administrative team as necessary,
   - originate a patient/visitor file, and/or
   - inform the Hospital insurance carrier.

7. Occurrences are reported to the Risk Management Committee and trends to the Safety Committee. The report includes trending of the types of occurrences and the severity and risk of the occurrences.

   Severity:

   1. None – No harm or injury (near miss)

2. Minor – Minimal harm or injury, as skin tear or bruise or the risk thereof
3. Moderate – Harm or injury that requires medical intervention, increased length of stay, or the risk thereof.
4. Major – Harm or injury that meets the definition of sentinel.
5. Death Unexpected
6. Unable to Determine

Risk:

1. No Risk
2. Small Risk – Claim Unlikely
3. Some Risk – Claim Possible
4. Significant Risk – Claim Possible

8. The Safety Committee may make recommendations for improvement or take action to prevent reoccurrence that provides a safe environment for patients, visitors, and staff.

9. Occurrence data is reported to the Quality Committee, with further reporting following the Quality Committee Channels of Communication.

OUTPATIENT/CLINIC/VISITOR OCCURRENCE TREATMENT:
In the event an outpatient or visitor has an occurrence, the person is offered the service of the ER, at no charge, for evaluation and if needed treatment. The person has the right to refuse but is encouraged to be evaluated by the ER physician for injury. If the patient/visitor refuses to be evaluated or is referred to the ER for treatment, document this information on the occurrence report.

The ER staff will complete an ER record on the patient/visitor that includes evaluation, treatment, and disposition of the patient/visitor.

INPATIENT OCCURRENCE TREATMENT:
In the event an inpatient has an occurrence the patient is assisted and evaluated by the nursing staff, with the patient's provider notified of the occurrence. The provider will respond appropriately to evaluate and order treatment, as necessary. Physician notification is documented on the occurrence report. The events are documented in the patient's medical record, excluding notice of confidential report of occurrence completed.

CONFIDENTIALITY:
All Confidential Reports of Occurrence are considered confidential and used for internal purposes only and will not be released to the public. The reports will remain on file in the Risk Management Department for two (2) years.

SIERRA VISTA HOSPITAL AND CLINICS

CONFIDENTIAL REPORT OF OCCURRENCE

This is a hospital record and is to be filled out by hospital personnel. It is not part of the patient medical record.

Patient/Visitor Name: _____ Hospital #: _____ Age:_____ Sex: _____
Admission Date: _____/_____/_____ Occurrence Date: _____/_____/_____Time: _____
Department: _____ Location of Event: _____
Classification: ____ Emergency ____ Inpatient ____ Outpatient ____ Visitor ____ Clinic ____ Other _____

FALLS

Found on floor _____ **Rails**: UP X ____ **Environment** Wet/Slick ___
Fell/assisted to floor_____ DOWN X ____ Dry/Smooth ___
Activity Ordered_____ Relevant Medications_____ Uneven ___
Pain Y N Scrape Y N Other injury _____ Lights Y N
Fall Assessment completed Y N Fall Risk Identified Y N Fall Risk Precautions in place Y N NA
Provider Notified_____ Date: _____ Time___:___ Orders Y N
Family Notified_____ Date: _____ Time___:___

MEDICATIONS

Incorrect Medication_____ Incorrect Patient_____ Dose Omitted____ Incorrect Dosage_____
Incorrect Route_____ Incorrect Transcription_____ Other_____
Ordered Medication_____ Provider Notified _____Date: _____ Time___: ___

CONTROLLED SUBSTANCE

Discrepancy Y N Pharmacy Notified Y N Drug _____ Strength____ Amount _____
Actions taken_____

BLOOD

Incorrect Product _____ Incorrect Patient _____ Omitted_____ Wasted_____ Incorrect Transcription_____
Reaction _____ Reaction Form Completed Y N Unmatched Product Y N
Provider Notified _____Date: _____ Time___: ___

PVI

Infiltration Y N Site _____ Medication _____ Vesicant Y N
Treatment provided _____ Provider Notified _____ Date: _____ Time___: ___

PATIENT INCIDENT

Aspiration ❑ Incorrect Diet ❑ Exposure ❑ Patient Refusal ❑ Elopement ❑ AMA ❑ Mistreatment ❑ Burn ❑
Change of Condition❑ Missing Belongings ❑ Abuse/Neglect/Exploitation ❑ Injuries of Unknown Source ❑
Unresponsive ❑ Unanticipated Death ❑ Suicide ❑ Attempted Suicide ❑ Homicide ❑ Sexual Assault ❑
Return to the ED in 48 hours ❑ Readmission within 30 days❑ Patient Complaint ❑
Other _____

BEHAVIOR

Assaultive ____ Destructive_____ Self Inflicting_____

SIERRA VISTA HOSPITAL AND CLINICS

TREATMENT / PROCEDURE

Burn ❑ Fracture/Dislocation ❑ Sprain/Strain ❑ Tooth/Teeth Injury ❑ Abrasion/Bruise/Contusion ❑ HAI ❑

Neurological Impaired ❑ Circulatory Impairment ❑ Laceration/Perforation/Tear ❑ Foreign Object Retain ❑

Muscular/Vascular Impaired ❑ Aggravated Existing Condition ❑ Hemorrhage ❑ Wound disruption ❑

Damaged Tissue/Skin ❑

Other _____ Referred for Treatment Y N

Name of Examining Physician: _____ Time Notified: _____ Time Responded: _____

Name of Attending Physician: _____ Time Notified: _____ Time Responded: _____

If Visitor/Clinic patient, Referred to ER Y N Refused Treatment: Y N

EQUIPMENT

Malfunction Y N Removed from Service Y N Patient Injury Y N PMs Past Due Y N

Equipment Involved in Incident: Name/Type: _____ Manufacturer: _____

Hospital Inventory Number: _____ Model Number: _____ Serial Number: _____

Biomed/Maintenance Notified Y N

NARRATIVE

As appropriate, briefly relate what happened and how the involved person described the occurrence. State the facts. Do not give opinions or conclusions. Describe any actions if indicated. Sign name of person completing report or print anonymous. Write on back or add paper if additional space needed to complete the narrative. Include full name of any witnesses.

Printed Name _____ Signature _____ Anonymous ❑

INVESTIGATION

Assigned to: _____ Date: _____ Date Due _____

Enter appropriate information obtained in the investigation. No opinions or conclusions. Speak with all stake holders and witnesses listed in the report. Write on back or add paper if additional space needed to complete investigation report.

Printed Name_____Signature_____ Date Completed _____

SIERRA VISTA HOSPITAL AND CLINICS

RISK MANAGEMENT USE ONLY

Severity:

- ❑ None – No harm or injury (near miss)
- ❑ Minor – Minimal harm or injury, as skin tear or bruise or the risk thereof
- ❑ Moderate – Harm or injury that requires medical intervention, increased length of stay, or the risk thereof.
- ❑ Major – Harm or injury that meets the definition of sentinel.
- ❑ Death Unexpected
- ❑ Sentinel Event
- ❑ Unable to Determine

Risk:

- ❑ No Risk
- ❑ Small Risk – Claim Unlikely
- ❑ Some Risk – Claim Possible
- ❑ Significant Risk – Claim Possible

Further Actions:

- ❑ Process Improvement
- ❑ RCA
- ❑ Report to DOH
- ❑ Treat as Grievance
- ❑ Other _____

Check List

- ❑ Reviewed and logged report
- ❑ Assigned the report to the appropriate person if further investigation is needed
- ❑ Discussed with the administrative team as necessary
- ❑ Originate a patient/visitor file
- ❑ Place any billing on hold if necessary
- ❑ Informed the Hospital insurance carrier if necessary

Printed Name_____Signature_____

Date Finalized _____

SIERRA VISTA HOSPITAL AND CLINICS

CONFIDENTIAL REPORT OF OCCURRENCE

This is a hospital record and is to be filled out by hospital personnel. It is not part of the patient medical record.

Patient/Visitor Name: _____ Hospital #: _____ Age:_____ Sex: _____
Admission Date: ____/____/____ Occurrence Date: ____/____/____Time: _____
Department: _____ Location of Event: _____
Classification: ____ Emergency ____ Inpatient ____ Outpatient ____ Visitor ____ Clinic ____ Other _____

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Found on floor _____ **Rails**: UP X ____ **Environment** Wet/Slick ___
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Incorrect Route_____ Incorrect Transcription_____ Other_____
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Actions taken_____

BLOOD

Incorrect Product _____ Incorrect Patient _____ Omitted____ Wasted_____ Incorrect Transcription____
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Infiltration Y N Site _____ Medication _____ Vesicant Y N
Treatment provided _____ Provider Notified _____Date: _____ Time___: ___

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Change of Condition❑ Missing Belongings ❑ Abuse/Neglect/Exploitation ❑ Injuries of Unknown Source ❑
Unresponsive ❑ Unanticipated Death ❑ Suicide ❑ Attempted Suicide ❑ Homicide ❑ Sexual Assault ❑
Return to the ED in 48 hours ❑ Readmission within 30 days❑ Patient Complaint ❑
Other _____

BEHAVIOR

Assaultive ____ Destructive_____ Self Inflicting____

TREATMENT / PROCEDURE

Burn ❑ Fracture/Dislocation ❑ Sprain/Strain ❑ Tooth/Teeth Injury ❑ Abrasion/Bruise/Contusion ❑ HAI ❑
Neurological Impaired ❑ Circulatory Impairment ❑ Laceration/Perforation/Tear ❑ Foreign Object Retain ❑
Muscular/Vascular Impaired ❑ Aggravated Existing Condition ❑ Hemorrhage ❑ Wound disruption ❑
Damaged Tissue/Skin ❑
Other _____ Referred for Treatment Y N

Name of Examining Physician: _____ Time Notified: _____ Time Responded: _____

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If Visitor/Clinic patient, Referred to ER Y N Refused Treatment: Y N

EQUIPMENT

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INVESTIGATION

Assigned to: _____ Date: _____ Date Due _____

Enter appropriate information obtained in the investigation. No opinions or conclusions. Speak with all stake holders and witnesses listed in the report. Write on back or add paper if additional space needed to complete investigation report.

Printed Name_____ Signature_____ Date Completed _____

RISK MANAGEMENT USE ONLY

Severity:

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- ❑ Major – Harm or injury that meets the definition of sentinel.
- ❑ Death Unexpected
- ❑ Sentinel Event
- ❑ Unable to Determine

Risk:

- ❑ No Risk
- ❑ Small Risk – Claim Unlikely
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- ❑ Significant Risk – Claim Possible

Further Actions:

- ❑ Process Improvement
- ❑ RCA
- ❑ Report to DOH
- ❑ Treat as Grievance
- ❑ Other _____

Check List

- ❑ Reviewed and logged report
- ❑ Assigned the report to the appropriate person if further investigation is needed
- ❑ Discussed with the administrative team as necessary
- ❑ Originate a patient/visitor file
- ❑ Place any billing on hold if necessary
- ❑ Informed the Hospital insurance carrier if necessary

Printed Name _____ Signature _____ Date Finalized _____

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Department: Risk Management

Original Policy Date: 04/2021

Subject: Integrated Safety and Risk Management Plan

Last Reviewed: **2021** SFA **2022** ___ **2023**___

Last Revised:

Approved By:

Manager: Heather Johnson

SIERRA VISTA HOSPITAL AND CLINICS

INTEGRATED SAFETY

AND

RISK MANAGEMENT PLAN

ORIGINAL EDITION: 04/2021
REVIEWED: DATE
REVISED: DATE

1. PURPOSE

The Sierra Vista Hospital and Clinics Integrated Safety and Risk Management Plan and Program ("Plan and Program") is designed to support the mission and vision of Sierra Vista Hospital and its affiliate Clinics as it pertains to organization-wide risks, including resident safety; visitor, third-party, volunteer, and employee safety; and potential business, operational, and property risks.

2. GUIDING PRINCIPLES

The Plan and Program is an overarching, conceptual framework that guides the development of a program for organization-wide operational risk management including safety initiatives and activities. The Plan and Program is operationalized through a formal, written risk management and safety program.

The Plan and Program supports Sierra Vista Hospital and Clinics' philosophy that safety and risk management are the responsibility of all associates, providers, volunteers, vendors, and patients. Teamwork and participation among management, providers, associates, and volunteers are essential for an efficient and effective safety and risk management program. The Plan and Program is implemented through the coordination of multiple organizational functions and the activities of multiple departments.

Sierra Vista Hospital and Clinics (SVHC) supports a "just culture" that emphasizes

- Implementing evidence-based best practices
- Learning from error analysis
- Providing constructive feedback, rather than blame and punishment

In a just culture, unsafe conditions and hazards are readily and proactively identified, care errors are reported and analyzed, mistakes are openly discussed, and suggestions for systemic improvements are welcomed. Individuals are still held accountable for compliance with safety and risk management practices. As such, if an evaluation and investigation of an error or event reveal reckless behavior or willful violation of policies, disciplinary actions can be taken.

The Plan and Program stimulates the development, review, and revision of the organization's practices and protocols considering identified risks and chosen loss prevention and reduction strategies. Principles of the Plan and Program provide the foundation for developing key policies and procedures for day-to-day risk management activities, including the following:

- Claims management
- Complaint resolution
- Confidentiality and release of information
- Event investigation, root-cause analysis, and follow-up
- Failure mode and effects analysis
- Provider and staff education, competency validation, and credentialing requirements
- Reporting and management of adverse events and near misses
- Trend analysis of events, near misses, and claims

2.1 Board Leadership

The Board of Directors authorizes the formal program and adoption of this Plan and Program through annual resolution documented in board meeting minutes.

The Board of Directors is committed to promoting the safety of all associates, providers, volunteers, vendors, and patients as well as other individuals involved in organization operations. The organization-wide risk management program is designed to reduce system-related errors and potentially unsafe conditions by implementing strategies to support an organizational culture of safety. The Board of Directors empowers SVHC leadership and management teams with the responsibility for implementing performance improvement and risk management strategies.

3. DEFINITIONS

APPENDIX A
These definitions may be modified without need for Board of Director resolution. The effective date of such changes shall be memorialized in Appendix A.

4. PROGRAM GOALS AND OBJECTIVES

The Plan and Program goals and objectives are as follows:

- Early identification of and intervention in potential system breakdowns that may result in harm or loss.
- Continuously improve the culture of safety and minimize and/or prevent the occurrence of errors, events, and system breakdowns leading to harm to patients, associates, providers, volunteers, visitors, and others through proactive risk management and safety activities.
- Minimize adverse effects of errors, events, and system breakdowns when they do occur.
- Minimize losses to the organization overall by proactively identifying, analyzing, preventing, and controlling potential clinical, business, and operational risks.
- Facilitate compliance with regulatory, legal, and accrediting agency requirements.
- Protect human and intangible resources (e.g., reputation).

5. SCOPE AND FUNCTIONS OF THE PLAN AND PROGRAM AND PROGRM

The Plan and Program encompasses many operational departments and services throughout the organization.

5.1 Operational Departments and Functions

Departments and functions that comprise the Plan and Program include the following:

- Admissions
- Chaplaincy/spiritual life
- Claims management
- Construction
- Corporate/regulatory compliance
- Credentialing
- Development/Plan and Program giving
- Dining Services including Dietary and Nutrition
- Disaster preparation and management /Incident Command
- Education
- Employee health
- Environmental safety and security
- Event reporting and investigation
- Family education
- Finance/billing/coding
- Human resources
- Infection prevention
- Information technology
- Legal affairs and contracts
- Marketing/advertising/public relations
- MDS
- Medical records
- Nursing functions
- Outsourced or contracted services
- Plant safety, and security management
- Property management
- Purchasing
- Quality Assessment/Performance Improvement Committee
- Rehabilitative therapies
- Social services
- Transportation
- Utilization management

5.2 Risk Management Program Functions

Risk management functional responsibilities include the following:

A. Developing and maintaining systems for and supervision of the reporting of adverse events, near misses, and potentially unsafe conditions.
   - Reporting responsibilities include internal reporting as well as external reporting to regulatory, governmental, or voluntary agencies.
   - This includes the development and implementation of event-reporting policies and procedures.

B. Directing the collection and analysis of data to monitor the performance of processes that involve risk or that may result in serious adverse events (e.g., medication-use processes, restraint use, pressure ulcers).
   - Data analysis can include the use of proactive risk assessment (e.g., failure mode and effects analysis), root-cause analysis, systems safety analysis, and other tools.

C. Directing the organization's system for data collection and processing, information analysis, and generation of statistical trend reports for the identification and monitoring of adverse events, claims, finances, and effectiveness of the risk management program.
   This system may utilize and include, but is not limited to, the following:
   - Committee reports and minutes
   - Criteria-based outcome studies
   - Internal adverse event reports
   - Monitoring systems based on objective criteria
   - Results of failure mode and effects analysis of high-risk processes
   - Root-cause analyses of sentinel events

D. Managing the organization's internal adverse event reporting system
   - Analyzing data collected on adverse events, near misses, and potentially unsafe conditions (data sources include attorney requests for medical records; event, incident, and near-miss reports; notice letters and lawsuits; resident and family complaints; and resident record reviews)
   - Providing feedback to the organization
   - Using this data to facilitate systems improvements to reduce the probability of occurrence of future related events
   - Conducting root-cause analysis and systems safety analysis to be used to identify causes and contributing factors in the occurrence of such events

E. Ensuring compliance with data collection and reporting requirements of governmental, regulatory, and accrediting agencies.

F. Facilitating a culture of safety and implementing safety initiatives in the organization that embodies an atmosphere of mutual trust in which all providers and staff members can talk freely about safety problems and potential solutions without fear of retribution. This ordinarily involves performing safety culture surveys and assessments. Improvements may include medication safety systems, fall prevention programs, hazardous wandering and elopement prevention initiatives, and skin integrity/pressure ulcer prevention programs.

G. Facilitating and ensuring associate and provider participation in educational programs on safety and risk management.

H. Preventing and minimizing the risk of liability to the organization, and protecting the financial, human, and other tangible and intangible assets of the organization by proactively advising the organization on strategies to reduce unsafe situations and improve the overall environmental safety of patients, staff, visitors, and volunteers.

I. Decreasing the likelihood of lawsuits through effective claims management and investigating and assisting in claim resolution to minimize financial exposure in coordination with the liability insurer and its representatives.

J. Reporting claims and Potentially Compensable Events (PCEs) to medical malpractice insurance providers and other insurers in accordance with the requirements of the insurance policy/contract.

K. Implementing programs that fulfill regulatory, legal, and accreditation requirements.

L. Supporting an ongoing Risk Management committee composed of representatives from each of the organization's Officers, levels of care, and service lines.

M. Monitoring the effectiveness and performance of risk management and safety actions. Performance monitoring data may include the following:
- Claims and claim trends
- Culture of safety surveys
- Event trending data
- Ongoing risk assessment information
- Performance improvement data
- Research data

N. Completing insurance and deeming applications.

6. ADMINISTRATIVE AND COMMITTEE STRUCTURE AND MECHANISMS FOR COORDINATION

6.1 RISK MANAGEMENT AND COMPLIANCE

The Plan and Program is administered through the Risk Manager and Compliance Officer, who reports to the SVHC Chief Executive Officer (CEO). The Risk Manager and Compliance Officer, interfaces with the Board of Directors, administration, patients, associates, visitors, families, medical directors, and independent contractors and has the authority to cross organizational and operational lines to meet the goals of the program. Risk Management provides monthly reports to Executive Leadership regarding risk management activities (litigation updates, new claims, risk trends), insurance, Corporate Compliance. The Risk Manager and Compliance Officer interfaces with the Quality and Safety Committees to assure the committee and reporting structure are consistently designed and implemented.

APPENDIX B – Job Description for the Risk Manager and Compliance Officer

6.2 RISK MANAGEMENT COMMITTEE

The Risk Manager and Compliance Officer will chair the activities of the Risk Management Committee ("the Committee"). The Committee meets regularly. The members of the Risk Management Committee include, but is not limited to, Chief Executive Officer, Chief Financial Officer, Chief Nursing Officer, Director of Human Resources. Ad hoc participants are invited by the Committee Chair or CEO based on need.

7. MONITORING AND CONTINUOUS IMPROVEMENT

The Risk Management Committee reviews affiliate risk management activities regularly through the reports from incident reports. peer review as well as other sources such as Safety Committee.
The Risk and Compliance reports activities and outcomes (e.g., claims activity, risk and safety assessment results, event report summaries and trends) regularly to the Board of Directors. This report informs the Board of Directors of efforts made to identify and reduce risks and the success of these activities and communicates outstanding issues that need input and/or support for action or resolution. Data reporting may include event trends, claims analysis, frequency and severity data, credentialing activity, risk management/ safety activities, and results of proactive and reactive analyses.

8. CONFIDENTIALITY

All documents and records that are part of the safety and risk management process shall be privileged and confidential to the extent provided by state and federal law. Confidentiality protections may include attorney-client privilege, attorney work product, and peer-review protections.

The signatures below represent an acceptance of the Integrated Safety and Risk Management Plan and Program

Chief Executive Officer	Chair, Board of Directors
Date	Date

APPENDIX A
DEFINITIONS

- **Adverse event or incident:** An undesired outcome or occurrence, not expected within the normal course of care or treatment, disease process, condition of the resident, or delivery of services.
- **Claims management:** Activities undertaken by the Risk Manager and Compliance Officer to exert control over potential or filed claims against the organization and/or its providers. These activities include identifying potential claims early, notifying the organization's liability insurance carrier and/or defense counsel of potential claims and lawsuits, evaluating liability and associated costs, identifying and mitigating potential damages, assisting with the defense of claims by scheduling individuals for deposition, providing documents or answers to written interrogatories, implementing alternative dispute resolution tactics, and investigating adverse events or incidents.
- **Culture of safety:** The collective product of individual and group values and attitudes, competencies, and patterns of behavior in safety performance. It is an environment that regards safety as its primary goal through promotion of teamwork, effective communication, and the implementation of modern safety concepts. A culture of safety is concerned with preventing errors, accidents, and adverse events and does so in an environment that promotes open communication.
- **Failure Mode and Effects Analysis (FMEA) or proactive risk assessment:** Activities undertaken before an adverse event occurs in order to identify risks and hazardous conditions inherent in the organization or within targeted systems or processes.
- **Internal adverse event reporting:** A paper, electronic, or hybrid (i.e., combination of paper and electronic formats) system used for data collection and processing, information analysis, and generation of statistical trend reports for the identification and monitoring of near misses, events, and claims.
- **Loss control/loss reduction:** The minimization of the severity of losses through methods such as claims investigation and administration, early identification and management of events, and minimization of potential loss of reputation.
- **Loss prevention:** The minimization of the likelihood (probability) of a loss through proactive methods such as risk assessment and identification; staff and volunteer education, credentialing, and development; policy and procedure implementation, review, and revision; preventive maintenance; quality/performance improvement; root-cause analysis; and others.
- **Near miss or close call:** An event or situation that could have resulted in an accident, injury, or illness but did not, either by chance or through timely intervention (e.g., a procedure almost performed on the wrong resident due to a lapse in verifying the resident's identification but caught at the last minute by chance). Near misses are opportunities for learning and afford the chance to develop preventive strategies and actions. Near misses receive the same level of scrutiny as adverse events that result in actual injury.
- **Potentially Compensable Event (PCE):** An unusual occurrence or serious injury for which there is neither an active claim nor institution of formal legal action but that, in the organization's judgment, is reportable to the party (or parties) providing the medical malpractice insurance. Examples include a fall with injuries, delay or failure in diagnosing a resident's condition, an adverse reaction to treatment, significant complaints from a resident or family regarding care or treatment, and an attorney request for medical records.
- **Risk analysis:** Determination of the causes, potential probability, and potential harm of an identified risk and alternatives for dealing with the risk. Examples of risk analysis techniques include failure mode and effects analysis, systems safety analysis, root-cause analysis, and tracking and trending of adverse events and near misses, among others.

- **Risk assessment:** Activities undertaken in order to identify potential risks and unsafe conditions inherent in the organization or within targeted systems or processes.
- **Risk control:** Treatment of risk using methods aimed at eliminating or lowering the probability of an adverse event (i.e., loss prevention) and eliminating, reducing, or minimizing harm to individuals and the financial severity of losses when they occur (i.e., loss reduction).
- **Risk financing:** Analysis of the cost associated with quantifying risk and funding for it.
    - risk avoidance: Avoidance of engaging in practices or of hazards that expose the organization to liability.
    - risk retention: Internally driven financing mechanisms (e.g., self-insured retentions) intended to pay for accidental and uninsurable losses.
    - risk transfer: Techniques involving the process of shifting the financial burden of losses to an external party or parties (e.g., insurance, contracts).
- **Risk identification:** The process used to identify situations, policies, or practices that could result in the risk of resident harm and/or financial loss. Sources of information include proactive risk assessments, closed claims data, adverse event reports, past accreditation or licensing surveys, medical records, clinical and risk management research, walk-through inspections, safety and performance improvement committee reports, insurance company claim reports, risk analysis methods such as failure mode and effects analysis and systems safety analysis, and informal communication with healthcare providers.
- **Risk management:** Clinical and administrative activities undertaken to identify, evaluate, prevent, and control the risk of injury to patients, staff, visitors, volunteers, and others and to reduce the risk of loss to the organization itself. Activities include the process of making and carrying out decisions that will prevent or minimize clinical, business, and operational risks.
- **Root-cause analysis or reactive:** A process for identifying the basic or causal factor(s) that underlie(s) the occurrence or possible occurrence of an adverse event.
- **Sentinel event:** Defined by The Joint Commission as an unexpected occurrence involving death or serious physical or psychological injury, or the risk thereof. Serious injury specifically includes loss of limb or function. The phrase "or the risk thereof" includes any process variations for which a recurrence would carry a significant chance of a serious adverse event.
- **Systems safety analysis:** A process (predictive or proactive risk assessment) for identification of process flows and system failures before an error or adverse event or a process (reactive or root-cause analysis) for identifying the basic or causal factor(s) that underlie(s) the occurrence or possible occurrence of an adverse event.
- **Unsafe and/or hazardous condition:** Any set of circumstances (exclusive of a resident's own disease process or condition) that significantly increases the likelihood of a serious adverse outcome for a resident or of a loss due to an accident or injury to a visitor, employee, volunteer, or other individual.

APPENDIX B
JOB DESCRIPTION RISK MANAGER AND COMPLIANCE OFFICER

SIERRA VISTA HOSPITAL AND CLINICS

DEPARTMENT POLICIES AND PROCEDURES

Department: Risk Management

Original Policy Date: 05/20/2016

Reviewed: **2021** SFA **2022** ___ **2023**___

Subject: Patient Complaint / Grievance Procedure

Last Revised: April 2021

Approved By:

Manager: Heather Johnson

SCOPE:

This policy applies to Sierra Vista Hospital and its Clinics.

PURPOSE:

The Hospital places a high value on delivering excellent service that is responsive to individual needs. This policy provides a mechanism for initiation, review, and when possible, prompts resolution of patient complaints concerning the quality of care or service received.

DEFINITIONS:

A. **"Complaint"** means an oral or written expression of displeasure or dissatisfaction with service received that can be *immediately resolved by the staff present.*
B. **"Grievance"** means an oral or written Complaint that is *not immediately resolved* at the time of the Complaint by staff present. A Grievance may be made by the patient or the patient's representative regarding, but not limited to, the patient's care, abuse or neglect, whenever the patient or the patient's representative requests that the Complaint be handled as a formal Complaint or Grievance, or when the patient requests a response from the hospital, then the Complaint is a Grievance. A patient's attorney is considered a patient representative. Except for any Notice of Malpractice Suit, all communications from a patient's attorney that meet the definition of a Grievance must be treated as a Grievance under this policy.
C. **"Staff Present"** means any Hospital staff present at the time of a Complaint or who can quickly be at the patient's location (*i.e.,* nursing, administration, nursing supervisors, etc.) to resolve the patient's Complaint.
D. **"Grievance Committee"** means a group of persons delegated (in writing) by the Hospital Governing Board to review and resolve the Grievances the Hospital receives. Committee members will consist of the Risk Manager, Chief Nursing Officer and/or Quality Representative and the Chief Medical Officer or designee.
E. **Section 1557 of the Affordable Care Act,** *Nondiscrimination in Health Programs and Activities,* has been in effect since enactment of the ACA in 2010 and prohibits discrimination in, or denial of, health care based on an individual's sex or gender, pregnancy status, level of disability, level of limited English proficiency, race, religious conscience, color, national origin, or age.

POLICY:

The patient shall have the ability to file a Complaint or Grievance as part of the patient rights process. Patients registering Complaints and/or Grievances shall not be subjected to retaliation and/or barriers to service. The Hospital's process for managing Complaints and Grievances incorporates the following objectives:

A. Provide patients with a mechanism for filing Complaints and Grievances without fear of retaliation and/or barriers to service.

B. Provide patients with information about the mechanism and procedure to use to file a Complaint or Grievance with the Hospital, or any other agencies the hospital is accredited by.
C. Provide a planned, systematic mechanism for receiving and promptly acting upon issues expressed by patients and/or patient representatives.
D. Provide an on-going system for monitoring and trending patient Complaints and Grievances.
E. Clarify that billing issues are not considered a Grievance unless the Complaint also contains elements addressing patient service or care issues.

PROCEDURE:

A. Patient Notification

The Hospital will inform patients, in writing, of their right to make Complaints and Grievances and the process to do so during the registration/admitting process (Patient Bill of Rights and Responsibilities).

B. Patient Complaints

1. Staff shall encourage patients to express any Complaints or concerns to the individual involved. These may be resolved by the individual involved, by the Department Leader, or the House Supervisor. Complaints that are not immediately resolved will be directed by staff to the Risk Manager for investigation and resolution of the Grievance.

2. The Risk Manager shall incorporate patient Complaints into the Complaint/Grievance data set for aggregation, analysis, and reporting quarterly to the designated Grievance Committee, Quality Committee, the Medical Staff Committee, and the Governing Board Quality Committee.

C. Patient Grievance

1. Whether a patient/family Grievance is received by hospital staff in person, by telephone or in writing, a Confidential Report of Occurrence shall be originated by staff receiving the complaint/grievance. The staff shall forward the Confidential Report of Occurrence to the Risk Manager for investigation and resolution. Record of the investigation will be documented on the Investigation section of the Confidential Report of Occurrence.

2. If the Grievance is determined by the Risk Manager to be a patient rights violation, violation of Section 1557, or standard of care breach, a copy shall be forwarded to the Chief Executive Officer for further review/action. The Risk Manager shall complete the investigation and confer with the Grievance Committee concerning the results and the planned response.

3. A **letter of acknowledgement** shall be sent to the patients within 7 days of the initial grievance being filed. This acknowledgement letter shall contain:

   a. Date grievance was received
   b. A Date to which the patient can expect the investigation to be completed.
   c. Contact Information for the person to speak with if they have any questions after receiving the acknowledgement letter.

4. If the investigation is completed before the acknowledgement letter is to be sent out, a determination/final response letter may be sent in its place.

5. Investigations are to be completed within 25 (twenty-five) days of the receipt of the grievance. A determination letter/final response letter is to be sent by the 30th day to the patient. If for any reason the investigation cannot be complete within 25 days, the Risk Manager will send a response to the patient informing him/her that the Hospital is still working to resolve the Grievance and that the Hospital will follow-up with a written response within a stated number of days (a "Deferral Letter").

6. Each issue defined as a grievance will be followed up with a written notice of decision from the Chief Executive Officer. This is the Determination/Final response letter. The written response will contain the following elements:

    a. Date of receipt of Grievance
    b. Contact person for patient follow up if needed
    c. Steps taken to investigate, and dates completed
    d. Results of investigation and dates completed
    e. Completion date

7. A grievance is considered resolved when the patient is satisfied with the actions taken on his/her behalf. When there are situations where the Hospital has taken appropriate and responsible actions to resolve the Grievance and the patient remains unsatisfied, the Hospital considers the Grievance closed. All documentation of patient communication will be maintained by the Hospital Risk Manager.

8. If a Grievance is made by a patient's attorney, the Risk Manager must be informed and the hospital legal counsel must be consulted before any written response to the Grievance, including a Deferral Letter or Final Letter, is given. As stated above, a Notice of Malpractice Suit is not considered a Grievance.

9. The Hospital's Risk Manager will maintain a log that provides response to the patient. The Hospital's Risk Manager will incorporate Grievances into the Complaint/Grievance data set, which will be aggregated, analyzed and reported quarterly to the designated Grievance Committee, Hospital Quality Committee, the Medical Staff Committee, and the Governing Board Quality Committee.

D. Complaints/Grievances Post-Discharge

Patient Grievances may also include situations where a patient or patient representative call or writes to the Hospital expressing concerns related to care or services which were not resolved during the patient's stay or where the patient/representative did not wish to address the issue during the stay. In these instances, if the patient is competent, the patient shall be directed to speak with the Risk Manager.

E. Auditing and Monitoring

Risk Manager will audit compliance of this policy as part of the focused internal review audit process. Survey Readiness team will also audit compliance with this policy as part of the full scope audits.

F. Enforcement

1. Education on this policy will be provided to all hospital and clinic staff on an annual basis

2. All employees whose responsibilities are affected by this policy are expected to be familiar with the basic procedures and responsibilities created by this policy. Failure to comply with this policy will be subject to appropriate performance management pursuant to all applicable policies and procedures.
3. According to the Affordable Care Act, "the existing enforcement mechanisms under Title VI, Title IX, Section 504 and the Age Act apply for redress of violations of Section 1557. These mechanisms include requiring covered entities to keep records and submit compliance reports to OCR, conducting compliance reviews and complaint investigations, and providing technical assistance and guidance." For more information about Section 1557, visit http://www.hhs.gov/civil-rights/for-individuals/section-1557

REFERRENCE(S):
http://www.hhs.gov/civil-rights/for-individuals/section-1557

Form: F 852-03-004

Associated Policies:
Integrated Safety and Risk Management Plan #852-03-044
Confidential Report of Occurrences # 852-03-004
Patient Complaint # 852-03-045
Patient Bill of Rights and Responsibilities # 850-01-055

SIERRA VISTA HOSPITAL
POLICIES AND PROCEDURES
DEPARTMENT POLICIES AND PROCEDURES

DEPARTMENT: Nursing Administration

Original Policy Date: 1990

Review: **2020** BV **2021** SFA **2022** ___

SUBJECT: Provider Orders

Last Revised: 05/15/21

APPROVED BY: Medical Staff

Manager: Sheila F Adams, MSN, MHA

POLICY:

Sierra Vista Hospital has a uniform method for handling provider orders.

PROCEDURE:

1. Provider orders are entered into the electronic medical record (EMR). All orders for treatment and patient care must include the date (month, day and year) and the time in military time.

2. Verbal orders are acceptable but must be authenticated by the provider in the EMR.

3. Registered and licensed nurses are authorized to receive phone orders from providers. The orders must be countersigned by the provider in the EMR.

4. The nurse receiving verbal or phone orders will immediately enter the order into the EMR.

5. Registered dietitians, physical therapists and respiratory therapists may receive orders that pertain to their field of expertise. Orders are to be entered into the EMR.

6. The nurse is responsible for "verification" of provider orders. The UC/PCT, under the direction of the nurse, is authorized to "verify" provider orders in the EMR.

7. The nurse is responsible for checking each order "verified" by the UC/PCT.

8. Unclear and/or incorrect orders are clarified by the nurse with the provider entering the order. Unless the provider is unavailable the provider is to correct the order in the EMR.

9. If a medication ordered is of questionable dosage, the nurse is obligated to question the provider before administration of the medication

10. The nursing unit nurses are responsible for checking all charts to determine that all orders have been properly noted and enacted. This is to be done during the "12-hour chart check". The nurse will make the appropriate notation in the EMR that the 12-hr chart check has been completed.

11. Emergency department nurses are to validate that all orders for any test, procedures, medications have been entered into the patient's EMR.

12. Provider orders are carried out until canceled, with the exceptions being:
    a. When a patient goes to surgery, all preoperative orders are automatically canceled, unless reordered.
    b. Emergency department patients transferred to the nursing floor is to have admission orders.
    c. Nursing unit patients transferred into a skilled status are to have skilled admission orders.

13. Orders placed during down time are to follow the down-time policy and procedure.

SIERRA VISTA HOSPITAL
POLICIES AND PROCEDURES
DEPARTMENT POLICIES AND PROCEDURES

DEPARTMENT: Swing Bed

Original Policy Date: 2004

Review: **2019 RH 2020 CJ 2021 CJ**

SUBJECT: Notice of Rights and Services

Last Revised: 5/2021

APPROVED BY: *Med Staff*

Governing Board

Manager: Cindy Johnson, RN

POLICY:

Sierra Vista Hospital will inform the resident, sponsor, or surrogate, both orally and in writing prior to or at the time of admission in a language that the resident understands, his/her rights and all rules and regulations governing resident conduct and responsibilities during the stay at the facility.

PROCEDURE:

1. The resident or his/her legal representative has the right:

   a. Upon an oral or written request, to access all records pertaining to him/herself including clinical records immediately.

   b. After receipt of his/her records for inspection, to purchase at a cost not to exceed the community standard, photocopies of the records or any portions of them upon request and three (3) working days advance notice to the facility.

2. The resident has the right to be fully informed in a language that he/she can understand, of his/her total health status, including, but not limited to his /her medical condition. The resident has the right to participation in planning his/her medical treatment.

3. The resident has the right to be free of restraint, interference, coercion, discrimination, reprisal, and threat of reprisal from the facility in exercising his/her rights.

4. The facility must inform each resident of the name, specialty, and way of contacting the physician responsible for his/her care.

5. The resident has the right to refuse treatment, including medication; be informed of the medical consequences of such refusal; and have such data recorded in his/her medical record and be afforded confidentiality of treatment. The resident may participate or refuse to participate in experimental research, and there must be written acknowledgment of informed consent prior to participation in research activities. The resident has the right to formulate an advance directive as specified in paragraph 8 of this section.

6. The facility must:

   a. Inform each resident who is eligible for Medicaid, in writing, at the time of admission to the nursing facility or, when the resident becomes eligible for Medicaid of:

      i) The items and services that are included in the nursing facility services under the state plan and for which the resident may not be charged; and

      ii) Those items and services that the facility offers and for which the resident may be charged and the amount of charges for those services.

   b. Inform each resident when changes are made to the items and services specified in paragraphs i) and ii) above.

7. The resident has the right to refuse to talk with or see anyone not officially connected with the facility, including visitors and representatives of outside or community agencies.

8. The resident has the right to make and receive phone calls; or to request not to receive phone calls from individuals or outside agencies.

9. The facility must inform each resident before, or at the time of admission, and periodically during the resident's stay, of services available in the facility and of charges for those services, including any charges for services not covered under Medicare or by the facility's per diem rate. The residents have the right to be informed by the facility in writing at least thirty (30) days in advance of the effective date, of any changes in the rates or services that these rates cover.

10. The facility must provide a written description of legal rights which includes:

    a. A description of the manner of protecting personal funds.

    b. A description of the requirements and procedures for establishing eligibility for Medicaid, including the right to request an assessment which determines the extent of a couple's non-exempt resources at the time of institutionalization and attributes to the community spouse an equitable share of resources which cannot be considered available for payment toward the cost of the institutionalized spouse's medical care in his/her process of spending down to Medicaid eligibility levels;

    c. A posting of the names, addresses, and telephone numbers of all pertinent state client advocacy groups such as the state survey and certification agency, the state licensure office, the state ombudsman program, the protection and advocacy network, the Medicaid fraud control unit, and the area agency on aging; and

d. A statement that the resident may file a complaint with the state survey and certification agency concerning resident abuse, neglect, misappropriation of resident property in the facility.

11. The facility must comply with the requirements as specified in federal and state law relating to maintaining written policies and procedures regarding advance directives. These requirements include provisions to inform and provide written information to all adult residents concerning the right to accept or refuse medical or surgical treatment and, at the individual's option, formulate an advance directive. This includes a written description of the facility's policies to implement advance directives and any applicable state law.

12. The facility must prominently display in the facility written information and provide to residents and applicants for admission oral and written information how to apply for and use Medicare and Medicaid benefits and how to receive refunds for previous payments covered by such benefits.

13. Notification of changes:

a. A facility must immediately inform the resident; consult with the resident's physician; and if known, notify the resident's legal representative or an interested family member when there is:

i) An accident involving the resident which results in injury and has the potential for requiring physician intervention;

ii) A significant change in the resident's physical, mental, or psychosocial status (i.e. a deterioration in health, mental, or psychosocial status in either life-threatening conditions or clinical complications);

iii) A need to alter treatment significantly (i.e. a need to discontinue an existing form of treatment due to adverse consequences or to commence a new form of treatment); or

iv) A decision to transfer or discharge the resident from the facility.

b. The facility must also promptly notify the resident and, if known, the resident's legal representative or interested family member when there is

i) A change in room assignment; or

ii) A change in resident's rights under Federal or state law or regulations.

c. The facility must record and periodically update the address and phone number of the resident's legal representative or interested family member.

14. Facility Procedures

    a. The facility shall provide each resident and/or person acting on his/her behalf, a copy of the Resident's Rights and Responsibilities. The regulations shall be reviewed and explained to the resident (or person acting on his/her behalf), in a language the resident can understand, upon admission by the admitting staff member to ensure the resident's understanding of his/her rights and responsibilities while in the facility.

    b. Residents are informed of services not covered by Medicare or Medicaid and not covered in the basic rate. Residents are informed in writing of any rate changes and what services are covered in the daily rate. All residents have Medicare and Medicaid benefits explained to them upon admission. All procedures for filing for benefits under Medicare and Medicaid benefits are explained to all residents who are eligible or might be eligible for these benefits.

15. Receipt of any information, and any amendments to it, as specified above, is acknowledged in writing by the resident or his/her representative.

16. If the resident has been adjudged incompetent in accordance with law, is found by his/her physician to be medically incapable of understanding these rights, or exhibits a communication barrier, the resident's guardian or next of kin, or legally authorized responsible person is also permitted to exercise these rights on behalf of the resident.

17. It is a policy of this facility to abide by all regulations regarding notice of Rights and Services.

SIERRA VISTA HOSPITAL
POLICIES AND PROCEDURES
DEPARTMENT POLICIES AND PROCEDURES

DEPARTMENT: Swing Bed

Original Policy Date: January 2004

Review: **2019** _RH_ **2020**_CJ_ **2020** _CJ_

SUBJECT: Skilled Comprehensive Assessment

Last Revised: May, 2021

APPROVED BY: *Medical Staff / Governing Board*

Manager: Cindy Johnson, RN

POLICY:

Sierra Vista Hospital will provide an assessment of and describe the resident's capability to perform daily life functions and to assess and describe significant impairments in functional capacity. The results of the assessment are used to develop, review and revise the resident's comprehensive plan of care.

PROCEDURE:

A Comprehensive Assessment will be documented using the from the current EMR Shift Notes:

- SNF: Skilled Comprehensive Assessment

As determined appropriate, information from previous hospitalizations, previous lab results and social histories, may be used to complete the assessment flow chart. Completion of the SNF: Skilled Comprehensive Assessment will be no later than 24 hours after the date of admission.

The assessment process for each resident includes, but is not necessarily limited to the following:

1. Medically defined conditions and prior medical history
   - includes prior medical history, current diagnosis and applicable history of mental illness or mental retardation.
2. Initial Medical Assessment
   - General Appearance
   - Functional / Nutritional Assessment
   - Neuro
   - CVS
   - Respiratory
   - EENT
     - Dental
   - Abdomen / GU
   - Extremities
   - Skin Assessment

3. Activities of Daily Living
   - Bathing
   - Dressing
   - Toileting
   - Bowel and bladder function
   - Mobility
   - Eating

4. Therapy Services
   - Physical Therapy
   - Occupational Therapy
   - Speech / Swallow Therapy
   - Respiratory Therapy

5. Special treatment or procedures
   - Wound / Incision Care
   - Feeding Tube Care
   - Tube and Drain Connections
     - Foley
     - Nasogastric
     - Chest Tube

6. Discharge Potential
   - Ability to be able to be discharge within 3 months

7. Drug Therapy
   - Medication Review
     - All prescription and OTC medications taken including
     - Dose
     - Frequency
     - Route of administration
     - Recognition of side effects
   - Vaccines
   - Allergies
   - This information does not need to be directly in the assessment document, but must be in the resident's clinical record and on the care plan.

In the Event of a Power Failure:

Nursing staff are to use a printed copy of the electronic version to document their assessment and place them into the paper record. The form will later be scanned into the electronic record by Medical Records. It does not have to be reentered electronically.

SIERRA VISTA HOSPITAL
POLICIES AND PROCEDURES
DEPARTMENT POLICIES AND PROCEDURES

DEPARTMENT: Swing Bed

Original Policy Date: 2004

Review: **2019 RH 2020 CJ 2021 CJ**

SUBJECT: Social Services

Last Revised: 01/2012

APPROVED BY: *Medical Staff / Governing Board*

Manager: Cindy Johnson, RN

POLICY:

Sierra Vista Hospital Swing Bed Unit will provide medically related Social Services to the resident to attain or maintain the highest practicable physical, mental and psychosocial well-being of each resident. It is not required that a qualified social worker necessarily provide all of these services. Rather it is our responsibility to identify the medically related social service needs of the resident and ensure that the needs are met by the appropriate discipline.

PROCEDURE:

1. "Medically related social services" means services provided by the facility's staff to assist residents in maintaining or improving their ability to manage their everyday physical, mental, and psychosocial needs.

2. "Medically related services" include, but are not necessarily limited to:

    a. Making arrangements for obtaining needed adaptive equipment, clothing, and personal items.
    b. Maintaining contact with family (with resident's permission) to report on changes in health, current goals, and encouragement to participate in care planning.
    c. Making referrals and obtaining services from outside entities (e.g., audio books, absentee ballots, community wheelchair transportation).
    d. Assisting residents in obtaining financial and legal services (e.g., applying for pensions, referrals to lawyers, referrals to funeral homes for preplanning arrangements).
    e. Providing or arranging provisions of needed counseling services.
    f. Through the assessment and care planning process, identifying and seeking ways to support resident's individual needs and preferences, customary routines, concerns and choices.
    g. Building relationships between residents and staff and teaching staff how to understand resident's individual needs.
    h. Prompting actions by staff that maintain or enhance each resident's dignity in full recognition of each resident's individuality.

i. Assisting staff to inform residents and those they designate about the resident's health status and health care choices and their ramifications.
j. Finding options that most meet the physical and emotional needs of each resident.
k. Providing alternatives to drug therapy or restraints by understanding and communication to staff why residents act as they do, what they are attempting to communicate, and what needs the staff must meet.
l. Meeting the needs of residents who are grieving.
m. Finding options which most meet their physical and emotional needs.

3. The social services policies and procedures pertain to identification of residents, their families, and others as appropriate or necessary who require social services. Types of conditions to which the facility should respond with social services include:

a. Lack of an effective family/social support system.
b. Behavioral evidence of psychotic episodes.
c. Presence of a chronic disabling medical or psychological condition (e.g., multiple sclerosis, chronic obstructive pulmonary disease, Alzheimer's disease, schizophrenia).
d. Depression.
e. Chronic or acute pain.
f. Difficulty with personal interaction and socialization skills.
g. Presence of legal or financial problems.
h. Abuse of alcohol or other drugs.
i. Inability to cope with loss of function.
j. Need for emotional support.
k. Changes in family relationships, living arrangements and/or resident's condition or functional status.
l. A physical or chemical restraint.

4. In the event specific Social Services need is identified, a referral will be sent to the Rural Health Clinic's Behavioral Health Nurse.

SIERRA VISTA HOSPITAL
POLICIES AND PROCEDURES
DEPARTMENT POLICIES AND PROCEDURES

DEPARTMENT: Swing Bed

Original Policy Date: 2004

Review: **2018** RH **2019** CJ **2020** CJ

SUBJECT: Activity Program

Last Revised: 10/16/2012

APPROVED BY: *Medical Staff / Governing Board* Manager: Cindy Johnson, RN

POLICY:

Sierra Vista Hospital will provide activities to our Swing Bed residents according to the guidelines provided in the 7.9.2 NMAC.

PURPOSE:

An activity program has the following benefits:

1. Contributes to the resident's rehabilitation to prevent further deterioration.
2. Promotes the coordination of activities and nursing goals.
3. Provides a planned schedule of recreational, social, educational, and therapeutic activities.
4. Encourages motivation for activities of daily living and the resumption of as normal functioning as is reasonably possible.
5. Provides alternatives to compensate for loss of mental and physical capacities.
6. Gives psychological support and understanding in helping the resident accept his/her illness and/or limitations.
7. Creates in the resident the will to make his/her life more meaningful by using his/her physical and mental capacities to their fullest extent.
8. Maintains the resident's sense of usefulness, self-respect and self-satisfaction.

PROCEDURE:

1. The facility shall retain an activity coordinator who shall be responsible for the development, administration, implementation, and oversight of its activity program and an activities budget.

2. After appropriate training, the Activity Coordinator shall delegate the daily functions of the Activities Program to the Case Management team and provide supervision and oversight thru as needed consults and a monthly team meeting.

3. The activities program provides services that are suited to the resident's needs, abilities, and interests.

4. Activities are provided in individual and group settings for both ambulatory and non-ambulatory residents and include, but are not limited to, the following:

a. Exercise classes
b. Recreational and social activities
c. Literary and educational activities
d. Community Activities
e. Spiritual activities
f. Creative activities
g. Intellectually stimulating activities
h. Other activities that assist residents in maintaining their lifestyles.

5. Residents are encouraged but not obligated to participate in planned activities.

6. An activity schedule is posted and/or published and is available to all residents, staff, and visitors. Activities will be held daily, Monday through Friday, during normal working hours, (Occasional evening and/or weekend activities will be scheduled depending upon staffing.)

7. Time is allowed for independent activities.

8. The facility provides adequate and suitable areas for activities in accordance with applicable laws and regulations. Such areas shall be accessible to ambulatory and wheelchair residents, include sufficient spaces for storage of equipment and supplies, and include the proper furnishings for the activities for which the rooms are utilized.

9. A variety of supplies and equipment are available to satisfy resident's activity needs and interests. A budget shall be provided by the administrator to adequately cover the expenses of keeping and maintaining materials, equipment, and general supplies to carry out planned activities.

10. The supplies and equipment are maintained in safe and functional order and are easily accessible to residents when feasible.

11. The resident care policies and procedures serve as a guide to resident activities.

12. The Activity Coordinator, or their designee, shall interview the resident and develop an individual activity plan based on the resident's needs and interests. This initial assessment shall be the basis for the activity plan which is part of the resident care plan.

13. Community resources and volunteers shall be utilized in order to provide assistance for the activity staff; to make a more complete, efficient and broader program of activities available for the residents; and provide clothing, gifts and special parties.

14. Accommodations will be made for any resident who wishes to go shopping and participate in community, social, and recreational activities independently, as appropriate.

How this is accomplished:

1. Within 72 hours, or as soon after admission as possible, the Activity Coordinator, or an appropriately trained staff member, will complete an Activities Assessment to identify activities that are suited to the resident's needs, abilities, and interests.
2. The Care Plan will be initiated as soon as the Activities Assessment is completed. See policy 160-01-008-Activity Care Plan.
3. An Activities Calendar will be created and posted in the patient's chart.
4. After each activity, the patient's participation and progress during activity sessions is documented in the medical record. Documentation is to be done by whoever is leading the activity (Case Management, the Nurse, or the PCT Activities Assistant).

SIERRA VISTA HOSPITAL
POLICIES AND PROCEDURES

Department: Pharmacy

Subject: REGEN-COV (casitivimab and imdevimab) COVID-19 Treatment

Approved By: Pharmacy and Therapeutics
Medical Staff
Governing Board

Original Policy Date: May 2021

Review: 2021 MB **2022** MB **2023** ___

Last Revised: May 2021

Manager: Melissa Bierner, Pharm.D., RPh

Purpose:
To outline the requirement in accordance with the Food and Drug Administration (FDA) issued Emergency Use Authorization (EUA), to permit the emergency use of the unapproved product REGEN-COV (casitivimab and imdevimab) for the treatment of mild to moderate coronavirus disease 2019 (COVID-19) in adults and pediatric patients.

Procedure:

1. The prescribing physician will determine if the patient is eligible for REGEN-COV infusion, using the SVH REGEN-COV protocol form.
    a. Not authorized for use in patients:
        1. Who are hospitalized due to COVID-19, or
        2. Who require oxygen therapy due to COVID-19, or
        3. Who require an increase in baseline oxygen flow rate due to COVID-19 in those on chronic oxygen therapy due to underlying non-COVID-19 related comorbidity
    b. Patient must meet the following requirements:
        1. Positive result of direct SARS-CoV-2 viral test and within 10 days of symptom onset
        2. 12 years or older
        3. Weighing at least 40kg
        4. Who are at high risk for progressing to severe COVID-19 and/or hospitalization.
            a. High risk is defined as patients who meet one of the following criteria: Have a body mass index (BMI) ≥35, chronic kidney disease, diabetes, or immunosuppressive disease. Are currently receiving immunosuppressive treatments. Are 65 years of age and older. Are 55 years of age and older and have cardiovascular disease, or hypertension, or chronic obstructive pulmonary disease/other chronic respiratory disease. Are 12 – 17 years of age and have BMI ≥85th percentile for their age and gender based on CDC growth charts, or sickle cell disease, or congenital or acquired heart disease, or neurodevelopmental disorders, for example, cerebral palsy, or a medical-related technological dependence, for example, tracheostomy, gastrostomy, or positive pressure ventilation (not related to COVID-19), or asthma,

reactive airway or other chronic respiratory disease that requires daily medication for control

2. The prescribing physician must document in the patient's medical record that the patient/caregiver has been:
   - **a.** Given the "Fact Sheet for Patients, Parents, and Caregivers"
   - **b.** Informed of alternatives to receiving authorized REGEN-COV, and
   - **c.** Informed that REGEN-COV is an unapproved drug that is authorized for use under the Emergency Use Authorization
   - **d.** Given and signed SVH consent form prior to receiving REGEN-COV
   - **e.** The prescribing physician will enter a single order for IV infusion of 1,200 mg of casirivimab and 1,200 mg of imdevimab administered together over at least 60 minutes.
3. Administration
   - **a.** Remove the casirivimab and imdevimab vials (1 vial of 11.1ml or 4 vials of 2.5ml) from refrigerated storage and allow to equilibrate to room temperature for approximately 20 minutes before preparation. Do not expose to direct heat. Do not shake the vials.
   - **b.** Inspect casirivimab and imdevimab vials visually for particulate matter and discoloration prior to administration. Should either be observed, the solution must be discarded, and fresh solution prepared. The solution for each vial should be clear to slightly opalescent, colorless to pale yellow.
   - **c.** Obtain an IV infusion bag containing 250 mL of 0.9% Sodium Chloride Injection.
   - **d.** Withdraw 10 mL of casirivimab and 10 mL of imdevimab from each respective vial using two separate syringes and dilute together in the infusion bag containing 0.9% Sodium Chloride Injection.
   - **e.** Discard any product remaining in the vial.
   - **f.** Gently invert infusion bag by hand approximately 10 times. Do not shake. This product is preservative-free and therefore, the diluted infusion solution should be administered immediately.
   - **g.** Administer as an IV infusion via pump or gravity over at least 60 minutes through an intravenous line containing a sterile, in-line or add-on 0.2-micron polyethersulfone (PES) filter
4. The patient will be clinically monitored during infusion and observed for at least 1 hour after infusion is complete.
5. Mandatory reporting of all medication errors and the following selected serious adverse events that are considered related to bamlanivimab use; death, life-threatening adverse event, inpatient hospitalization or prolonged existing hospitalization, persistent or significant incapacity or substantial disruption of the ability to conduct normal life functions, congenital anomaly/birth defects, a medical or surgical intervention to prevent death, a life-threatening event, hospitalization, disability, or congenital anomaly. Serious adverse events must be reported to MedWatch
6. If an adverse event occurs it must be reported to SVH Pharmacy. Document as many details as possible.

References:

Regeneron Pharmaceuticals. (2021, March). Dosing and administration. https://www.regencov.com/hcp/dosing/dosing-administration?utm_source=google&utm_medium=ppc&utm_campaign=Regeneron&utm_content=Regeneron&utm_term=casirivimab&gclid=EAIaIQobChMIte7vx77Y8AIVcgnnCh3LMwuzEAAYASAAEgINBvD_BwE

Regeneron Pharmaceuticals. (2021, May). Fact Sheet for Health Care Providers. https://www.regeneron.com/downloads/treatment-covid19-eua-fact-sheet-for-hcp.pdf

Food and Drug Administration. (2020, November). Fact Sheet for Patients, Parents, and Caregivers. https://www.fda.gov/media/143893/download

Food and Drug Administration (2019, April 21). MedWatch. https://www.accessdata.fda.gov/scripts/medwatch/index.cfm?action=reporting.home

Forms:

F-513-13-XXX-01 Casitivimab and imdevimab Protocol
F-513-13-XXX-02 Casitivimab and imdevimab Consent Form
F-513-13-XXX-03 Casitivimab and imdevimab Fact Sheet for Patients, Parents, and Caregivers

Patient Label

Sierra Vista Hospital

REGEN-COV

(casirivimab and imdevimab)

Consent Form

A physician obtains the patient's consent to administer REGEN-COV (casitivimab and imdevimab). You are asked to consent to the treatment and confirm that the treatment has been explained to, that you understand what is to be done, why it is to be done, why it is necessary, and the risk that may be involved. If you have any doubts or unanswered questions, do not sign this consent. The Physician will be called.

The undersigned hereby requests and gives consent to _____ and assistants
(PHYSICIAN'S NAME)

of his choice to administer REGEN-COV (casitivimab and imdevimab) to _____
(PATIENT'S NAME)

with a diagnosis of Coronavirus Disease 2019 (COVID-19).

I acknowledge that the medication is being administered under the FDA Emergency Use Authorization (EUA), which permits the use of the unapproved product REGEN-COV (casitivimab and imdevimab) for the treatment of mild to moderate Coronavirus Disease 2019 in adults and pediatric patients with positive result of direct SARS-CoV-2 viral testing who are 12 years of age and older weighing at least 40kg, and who are at high risk for progressing to severe COVID-19.

I acknowledge the significant known and potential risks and benefits of REGEN-COV (casitivimab and imdevimab), and the extent to which such potential risks and benefits are unknown. I have been informed of alternatives to receiving REGEN-COV (casitivimab and imdevimab).

I certify that I have received a copy of the "Fact Sheet for Patients, Parents, and Caregivers." I have read it or have had it read to me and understand it contents.

I certify that this consent has been fully explained to me, that I have read it or have had it read to me, and that I understand its contents. I understand that I have the right to refuse to take this medication for any reason. If I choose not to take this medication, this decision will not otherwise affect my status as a patient. I have had the opportunity to ask questions which were answered to my satisfaction. I voluntarily consent to take REGEN-COV (casitivimab and imdevimab) as discussed with my physician and as described in this consent form.

Signature of Patient or
Patient's Representative: _____ / _____
(IF NOT PATIENT, PLEASE NOTE RELATIONSHIP) (PRINT NAME)

Witness: _____ / _____
(SIGNATURE) (PRINT NAME)

Date: _____ Time: _____ a.m./p.m.

If Patient unable to sign state reason: _____

Practitioner Signature: _____

Patient Label

Sierra Vista Hospital
REGEN-COV Protocol
RETURN COPY TO PHARMACY

The U.S. Food and Drug Administration (FDA) has issued an Emergency Use Authorization (EUA) to permit the emergency use of the unapproved products casirivimab and imdevimab to be administered together for the treatment of mild to moderate coronavirus disease 2019 (COVID-19) in adults and pediatric patients (12 years of age and older weighing at least 40 kg) with positive results of direct SARS-CoV-2 viral testing, and who are at high risk for progressing to severe COVID-19 and/or hospitalization.

Casirivimab and imdevimab are <u>not authorized</u> for use in patients:

- ☐ Who are hospitalized due to COVID-19, OR
- ☐ Who require oxygen therapy due to COVID-19, OR
- ☐ Who require an increase in baseline oxygen flow rate due to COVID-19 in those on chronic oxygen therapy due to underlying non-COVID-19 related comorbidity

Casirivimab and imdevimab for the treatment of mild to moderate coronavirus disease 2019 (COVID19) in adults and pediatric patients with <u>all the following:</u>

- ☐ Positive results of direct SARS-CoV-2 viral test and within 10 days of symptom onset
- ☐ 12 years of age and older
- ☐ Weighing at least 40 kg
- ☐ Who are at <u>high risk</u> for progressing to severe COVID-19 and/or hospitalization (see check list below)
    - **High risk is defined as patients who meet <u>at least one</u> of the following criteria:**
        - ☐ Have a body mass index (BMI) ≥35
        - ☐ Have chronic kidney disease
        - ☐ Have diabetes
        - ☐ Have immunosuppressive disease
        - ☐ Are currently receiving immunosuppressive treatment
        - ☐ Are ≥65 years of age
        - ☐ Are ≥55 years of age AND have
            - Cardiovascular disease, OR
            - Hypertension, OR
            - Chronic obstructive pulmonary disease/other chronic respiratory disease.
        - ☐ Are 12 – 17 years of age AND have
            - BMI ≥85th percentile for their age and gender based on CDC growth charts, https://www.cdc.gov/growthcharts/clinical_charts.htm, OR
            - Sickle cell disease, OR
            - Congenital or acquired heart disease, OR
            - Neurodevelopmental disorders, for example, cerebral palsy, OR
            - A medical-related technological dependence, for example, tracheostomy, gastrostomy, or positive pressure ventilation (not related to COVID-19), OR
            - Asthma, reactive airway, or other chronic respiratory disease that requires daily medication for control.

Healthcare providers must document in the patient's medical record that the patient/caregiver has been:

- ☐ Given the "Fact Sheet for Patients, Parents and Caregivers",
- ☐ Informed of alternatives to receiving authorized Casirivimab and imdevimab, and
- ☐ Informed that Casirivimab and imdevimab is an unapproved drug that is authorized for use under this Emergency Use Authorization.
- ☐ Given and signed SVH consent form for receiving Casirivimab and imdevimab

_____ _____

(Physicians Signature) (Date)

References: https://www.fda.gov/media/143892/download,

Patient Label

Sierra Vista Hospital
REGEN-COV Protocol
RETURN COPY TO PHARMACY

Dosage:

- ☐ A single IV infusion of 1,200 mg of casirivimab and 1,200 mg of imdevimab administered together over at least 60 minutes. Casirivimab and imdevimab should be given as soon as possible after positive results of direct SARS-CoV-2 viral testing and within 10 days of symptom onset
- ☐ Casirivimab and imdevimab is to be given in SVH emergency room under close surveillance

Administration:

- ☐ Remove the casirivimab and imdevimab vials (1 vial of 11.1ml or 4 vials of 2.5ml) from refrigerated storage and allow to equilibrate to room temperature for approximately 20 minutes before preparation. Do not expose to direct heat. Do not shake the vials.
- ☐ Inspect casirivimab and imdevimab vials visually for particulate matter and discoloration prior to administration. Should either be observed, the solution must be discarded, and fresh solution prepared. The solution for each vial should be clear to slightly opalescent, colorless to pale yellow.
- ☐ Obtain an IV infusion bag containing 250 mL of 0.9% Sodium Chloride Injection.
- ☐ Withdraw 10 mL of casirivimab and 10 mL of imdevimab from each respective vial using two separate syringes and dilute together in the infusion bag containing 0.9% Sodium Chloride Injection.
- ☐ Discard any product remaining in the vial.
- ☐ Gently invert infusion bag by hand approximately 10 times. Do not shake. This product is preservative-free and therefore, the diluted infusion solution should be administered immediately.
- ☐ Administer as an IV infusion via pump or gravity over at least 60 minutes through an intravenous line containing a sterile, in-line or add-on 0.2-micron polyethersulfone (PES) filter

Patient Monitoring:

- ☐ Clinically monitor patients during infusion and observe patients for at least 1 hour after infusion is complete

Adverse Reactions:

Mandatory reporting of all medication errors and the following selected serious adverse events occurring during casirivimab *and* imdevimab use and considered to be potentially related to casirivimab and imdevimab. These adverse events must be reported.

- ☐ Death
- ☐ Life-threatening adverse event
- ☐ Inpatient hospitalization or prolongation of existing hospitalization
- ☐ A persistent or significant incapacity or substantial disruption of the ability to conduct normal life functions
- ☐ A congenital anomaly/birth defect
- ☐ A medical or surgical intervention to prevent death, a life-threatening event, hospitalization, disability, or congenital anomaly.
- ☐ *If an adverse event occurs and appears to be associated with the use of casirivimab and imdevimab it must be reported to SVH Pharmacy. Please, document as many details as possible below.*

Adverse Reaction (include date and time): _____

_____

_____

(Return to Pharmacy)

_____ _____

(Nurses Signature) (Date)

References: https://www.fda.gov/media/143892/download,

FACT SHEET FOR PATIENTS, PARENTS AND CAREGIVERS
EMERGENCY USE AUTHORIZATION (EUA) OF CASIRIVIMAB AND IMDEVIMAB FOR CORONAVIRUS DISEASE 2019 (COVID-19)

You are being given a medicine called **casirivimab** and **imdevimab** for the treatment of coronavirus disease 2019 (COVID-19). This Fact Sheet contains information to help you understand the potential risks and potential benefits of taking casirivimab and imdevimab, which you may receive.

Receiving casirivimab and imdevimab may benefit certain people with COVID-19.

Read this Fact Sheet for information about casirivimab and imdevimab. Talk to your healthcare provider if you have questions. It is your choice to receive casirivimab and imdevimab or stop at any time.

WHAT IS COVID-19?

COVID-19 is caused by a virus called a coronavirus. People can get COVID-19 through contact with another person who has the virus.

COVID-19 illnesses have ranged from very mild (including some with no reported symptoms) to severe, including illness resulting in death. While information so far suggests that most COVID-19 illness is mild, serious illness can occur and may cause some of your other medical conditions to become worse. People of all ages with severe, long-lasting (chronic) medical conditions like heart disease, lung disease, and diabetes, for example, seem to be at higher risk of being hospitalized for COVID-19.

WHAT ARE THE SYMPTOMS OF COVID-19?

The symptoms of COVID-19 include fever, cough, and shortness of breath, which may appear 2 to 14 days after exposure. Serious illness including breathing problems can occur and may cause your other medical conditions to become worse.

WHAT IS CASIRIVIMAB AND IMDEVIMAB?

Casirivimab and imdevimab are investigational medicines used to treat mild to moderate symptoms of COVID-19 in non-hospitalized adults and adolescents (12 years of age and older who weigh at least 88 pounds (40 kg)), and who are at high risk for developing severe COVID-19 symptoms or the need for hospitalization. Casirivimab and imdevimab are investigational because they are still being studied. There is limited information known about the safety and effectiveness of using casirivimab and imdevimab to treat people with COVID-19.

The FDA has authorized the emergency use of casirivimab and imdevimab for the treatment of COVID-19 under an Emergency Use Authorization (EUA). For more information on EUA, see the **"What is an Emergency Use Authorization (EUA)?"** section at the end of this Fact Sheet.

WHAT SHOULD I TELL MY HEALTH CARE PROVIDER BEFORE I RECEIVE CASIRIVIMAB AND IMDEVIMAB?

Tell your healthcare provider about all of your medical conditions, including if you:

- Have any allergies

- Are pregnant or plan to become pregnant
- Are breastfeeding or plan to breastfeed
- Have any serious illnesses
- Are taking any medications (prescription, over-the-counter, vitamins, and herbal products)

HOW WILL I RECEIVE CASIRIVIMAB AND IMDEVIMAB?

- Casirivimab and imdevimab are two investigational medicines given together as a single intravenous infusion (through a vein) for at least 1 hour.
- You will receive one dose of casirivimab and imdevimab by intravenous infusion.

WHAT ARE THE IMPORTANT POSSIBLE SIDE EFFECTS OF CASIRIVIMAB AND IMDEVIMAB?

Possible side effects of casirivimab and imdevimab are:

- Allergic reactions. Allergic reactions can happen during and after infusion with casirivimab and imdevimab. Tell your healthcare provider or nurse, or get medical help right away if you get any of the following signs and symptoms of allergic reactions: fever, chills, low blood pressure, changes in your heartbeat, shortness of breath, wheezing, swelling of your lips, face, or throat, rash including hives, itching, headache, nausea, vomiting, sweating, muscle aches, dizziness and shivering.

The side effects of getting any medicine by vein may include brief pain, bleeding, bruising of the skin, soreness, swelling, and possible infection at the infusion site.

These are not all the possible side effects of casirivimab and imdevimab. Not a lot of people have been given casirivimab and imdevimab. Serious and unexpected side effects may happen. Casirivimab and imdevimab are still being studied so it is possible that all of the risks are not known at this time.

It is possible that casirivimab and imdevimab could interfere with your body's own ability to fight off a future infection of SARS-CoV-2. Similarly, casirivimab and imdevimab may reduce your body's immune response to a vaccine for SARS-CoV-2. Specific studies have not been conducted to address these possible risks. Talk to your healthcare provider if you have any questions.

WHAT OTHER TREATMENT CHOICES ARE THERE?

Like casirivimab and imdevimab, FDA may allow for the emergency use of other medicines to treat people with COVID-19. Go to https://www.covid19treatmentguidelines.nih.gov/ for information on other medicines used to treat people with COVID-19.

It is your choice to be treated or not to be treated with casirivimab and imdevimab. Should you decide not to receive casirivimab and imdevimab or stop it at any time, it will not change your standard medical care.

WHAT IF I AM PREGNANT OR BREASTFEEDING?

There is limited experience treating pregnant women or breastfeeding mothers with casirivimab and imdevimab. For a mother and unborn baby, the benefit of receiving casirivimab and imdevimab may be

greater than the risk from the treatment. If you are pregnant or breastfeeding, discuss your options and specific situation with your healthcare provider.

HOW DO I REPORT SIDE EFFECTS WITH CASIRIVIMAB AND IMDEVIMAB?

Tell your healthcare provider right away if you have any side effect that bothers you or does not go away.

Report side effects to **FDA MedWatch** at www.fda.gov/medwatch or call 1-800-FDA-1088 or call 1-844-734-6643.

HOW CAN I LEARN MORE?

- Ask your health care provider.
- Visit www.REGENCOV2.com
- Visit https://www.covid19treatmentguidelines.nih.gov/
- Contact your local or state public health department.

WHAT IS AN EMERGENCY USE AUTHORIZATION (EUA)?

The United States FDA has made casirivimab and imdevimab available under an emergency access mechanism called an EUA. The EUA is supported by a Secretary of Health and Human Service (HHS) declaration that circumstances exist to justify the emergency use of drugs and biological products during the COVID-19 pandemic.

Casirivimab and imdevimab have not undergone the same type of review as an FDA-approved or cleared product. The FDA may issue an EUA when certain criteria are met, which includes that there are no adequate, approved, available alternatives. In addition, the FDA decision is based on the totality of scientific evidence available showing that it is reasonable to believe that the product meets certain criteria for safety, performance, and labeling and may be effective in treatment of patients during the COVID-19 pandemic. All of these criteria must be met to allow for the product to be used in the treatment of patients during the COVID-19 pandemic.

The EUA for casirivimab and imdevimab is in effect for the duration of the COVID-19 declaration justifying emergency use of these products, unless terminated or revoked (after which the products may no longer be used).

REGENERON

Manufactured by:
Regeneron Pharmaceuticals, Inc.
777 Old Saw Mill River Road
Tarrytown, NY 10591-6707

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Authorized: 11/2020

F.1.2 It is understood that the physician rendering care to the Emergency Department patient is responsible for that care until the attending provider has taken charge of that patient. Where the Emergency Department physician and the attending provider have been in telephone communications, if there is a disagreement as to proper treatment, the judgment of the Emergency Department physician shall prevail until the attending provider arrives on the scene and takes actual charge of the patient.

F.1.2.1 When the surgeon is called in on consult or attends to a patient in the ED, he/she may, at any time, assume care of that ED patient, either in conjunction with the ED physician and/or hospitalist or independently.

F.1.3 The following rules shall govern the provision of medical care in the Emergency Department:

1. The Emergency Department physician has the primary responsibility for all patients in the Emergency Department, and will be the 1st physician called for all patients presenting to the Emergency Department. The Emergency Department physician/provider, on duty, is responsible to do the medical screening examination on all Sierra Vista Hospital patients seeking unscheduled care for a medical condition. The Emergency Department physician will notify the attending provider if the patient is to be admitted or transferred. The Emergency Department physician will refer all patients back to their attending provider for follow up after they leave the Emergency Department.

2. The attending provider may choose to be the first physician called for his/her patients. It is the responsibility of the attending provider to notify the emergency Department staff of any exceptions to the rules as stated in number one (1) above. In such circumstances the Emergency Department physician will initiate the medical screening examination and provision of care until relieved by the attending provider.
3. The attending provider may assume care for his/her patients at any time while they are in the Emergency Department. In such cases it is the responsibility of the attending provider to notify the Emergency Department physician.
4. An attending provider may refer his/her patients directly to the Emergency Department for the purpose of being evaluated by the Emergency Department physician. However an attending provider who is actively evaluating and treating a patient in the office or hospital may not transfer care of the patient to the Emergency Department physician without that physician's consent.
5. In the event a provider whether Attending or Emergency Department, evaluates the patient and the patient requires specialty care, it is the obligation

Revision Request:

- Medical Staff Rules & Regulations-requested change to Article F, section F.1.3. to allow Emergency Department physicians, APPs to admit patients. Remove current verbiage, " The Emergency Department physician will notify the attending provider if the patient is to be admitted or transferred." P. 16

Human Resources Board Report

April 2021

Quality:

New hire orientations – 100%

Annual training – 100%

Evaluations and competencies – 100%

Certifications - 100%

Licensures – 100%

Workers comp claims – We had one Workers Comp claim for the month of April.

- Employee tripped on lobby staircase. Minor injury. No days lost.

People:

Turnover rate – 1% for the month of April. The average turnover rate calculated on a monthly basis for OPI purposes for FY21 is 3%. Our Target for monthly turnover is <5%.

We had 185 employees on the first day of April and 187 employees on the last day of April.

- 158 Full-time employees
- 9 Part-time employees
- 17 PRN employees
- 3 Temporary employees

New Hires – 4 FY21 Total - 41

- FT- POCT Coordinator
- FT-Phlebotomist
- FT-Cardiopulmonary Services Coordinator
- PRN-Occupational Therapist

Terminations – 2	FY21 Total - 51
Involuntary – 1	FY21 Total - 20
• FT-PCT/Unit Clerk-MedSurg	No call/No show
Voluntary – 1	FY21 Total- 31
• FT-RN-ER	Resigned-Move to Las Cruces

Annual turnover Rate FY21 - 51 terminations/average of 191 staff = 27%

Contract Staff- 12
ED – 4
MedSurg – 6
Lab – 1
PT - 1

Service:
We have arranged with NM Workforce Solutions and the Trumont RN Apprenticeship Program to develop confident and competent new RN graduates into permanent staff for SVH. NM Workforce Solutions will pay the $4000.00 tuition for four RNs we are precepting through this program in the next year.

Finance: Traveler RN billing rate further reduced from $95.00/hour to $85.00/hour billing rate for new travelers. I will continue pushing billing rates down.

Current job opportunities at Sierra Vista Hospital are attached.

Respectfully Submitted,

Tim James
Human Resources Manager

SIERRA VISTA HOSPITAL

EMPLOYMENT OPPORTUNITIES

May 6, 2021

Internal and External posting of all positions are open to both qualified employees and outside applicants. If you would like additional information about any of the positions listed here, please contact Human Resources at ext. 230. Sierra Vista Hospital offers competitive wages, a generous Paid Time Off package and health benefits with the State of NM. E.O.E. M/F/D/V

18601 – EMT-Intermediate/Administrative Supervisor – 1 Full Time Position (open date 05/05/2021) Responsible for the assessment and management of medical, trauma and environmental emergencies under the supervision of on or off-line medical control. Transports sick/injured persons to medical facilities. Responsible for assisting the Manager of the department in day-to-day operations in the office and within the field.

80001 – Registration Clerk – 1 Full Time Position (open date 05/05/2021) Serves patients and community by completing patient registration by providing information regarding registration and eligibility process; receiving, verifying, and entering data. Serves visitors by greeting, welcoming, and directing them; notifying personnel of visitor's arrival or incoming phone call; maintains security and telecommunication system.

04001 – Radiologic Technologist – 1 PRN Position (open date 4/27/2021) Has knowledge and can perform a variety of imaging procedures and is responsible for patient safety protocols. Functions as the first line interface with customers in the successful accomplishment of their imaging needs. Participates in OPI activities.

95301 - Clinic RN Coordinator- 1 Full Time Position (open date 04/27/2021) Diabetic education, development of staff education and competencies, triage of patients. Oversight of clinical workflow, quality management (MIPS, QM Incentive Programs with payers), promoting alignment with SVH and CNO to ensure policies, protocols and procedures meet best practice and ensure patient safety.

65501 – Security Officer – 1 Full Time Position (open date 04/20/2021) Protects life and property of all persons on hospital premises and patrols hospital buildings and grounds to prevent fire, theft, and vandalism. Secures, unlocks, and protects hospital buildings. Responds to security needs of hospital personnel, patients, and visitors. Participates in performance improvement activities.

07002 – Coffee Shop Barista -1 Full Time Position (open date 03/30/2021) Under the direct supervision of the Dietary Manager, the Coffee Shop Barista makes sure that all supplies needed to make drinks are always on hand to meet the daily demands of their work environment. They maintain an inventory log and place orders with vendors as needed. They wipe down counters and clean and maintain equipment, keep preparation tools in order and sweep and mop behind the counter and in the serving area as needed. They also follow food safety and sanitation guidelines while preparing and serving drinks and food.

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Truth or Consequences, NM 87901

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07001 – Cook-Aide – (open date 03/30/2021) 1 Full Time Position - Under the supervision of the Nutritional Services Manager/Supervisor, the Cook-Aide performs a variety of food services, including serving food to employees and visitors. Also, is responsible for the clean-up and stocking of the cafeteria and food preparation areas.

03001 – Medical Technologist – (open date 11/16/2020) Full Time Position. Responsible for the processing of laboratory specimens and reporting of results in all areas of the clinical laboratory. Maintains laboratory records. Follows laboratory policies and procedures; maintains quality control practices in the Laboratory.

18510201*/* Registered Nurses (RN's) – Full time and PRN day and night positions **Med/Surg and ED**. Provides direct and indirect patient care in the ambulatory care setting. Provides care that reflects initiative, flexibility, and responsibility indicative of professional expectation with a minimum of supervision. Determines priorities of care based on physical and psychosocial needs, as well as factors influencing patient flow through the system. Communicates with physicians about changes in patient's status, symptomatology, and results of diagnostic studies. Can respond quickly and accurately to changes in condition or response to treatment.

CNO Report to the Governing Board

May 17, 2021 For GB May 25, 2021

People: Employee and Provider Engagement Surveys

- Excellent Hospital Week planed and presented by the Employee engagement team with the support of the administrative leaders
- Nurses recognized on Nurses' Day

Quality: OPI Target (QAPI for FY22)

- Completing FY21 with current OPI goals
- New Quality Plan presented for approval
- June to educate on Quality Plan and set PI goals

Service: HCAHPS and Internal Service Survey Results

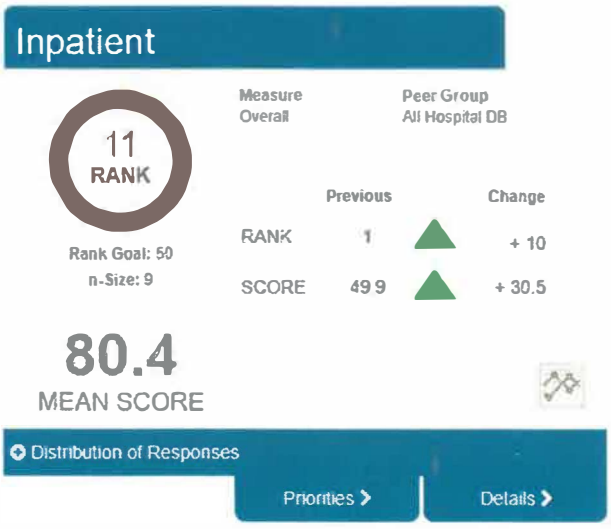
- Patient satisfaction
  - Inpatient 80.4%, Rank 11 in data base up from Rank 1
  - ED 89.3%, Rank 70 in data base, up from Rank 38

Finance: Budgeted EBITDA

- Newly hired contract staff and renewals decrease of more than $30 per hour

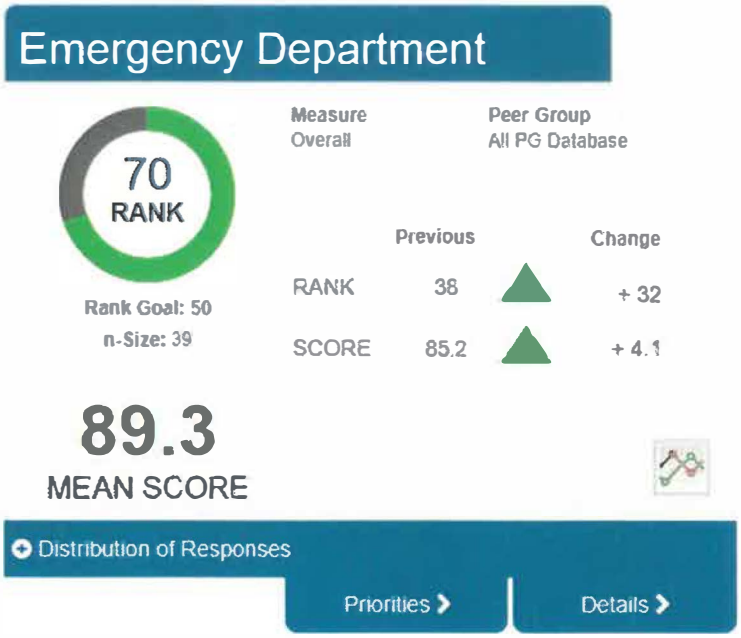
Community: Targeted # of Community Interactions

- Decrease in number of individuals coming for COVID-19 vaccinations, average of 40 a week
- Appealing to obtain Pfizer vaccination to vaccinate population 12 -18



CNO Report to the Governing Board

May 17, 2021 For GB May 25, 2021



Director of Physician Services Report to the Governing Board

May 25, 2021

People:

Staffing:

- 5 Providers
- 3 Medical Assistants
- 3 Schedulers
- 1 Scheduler/Assistant
- Clinic RN Coordinator Position was posted 4/27/21

Quality:

- May- American Stroke Awareness Month
  - Marketing Posters & Ads Posted
- Heart Health & Stroke Awareness Athena Call Campaign went out 5/4/21 to 1,874 patients.
- Updated SVH Call Attendant to be more "user friendly"

Service:

- Total amount of calls for the month of April-3919
- Average Queue Time: 00:01:12

Finance:

- April Visits
  - 1022

Community:

- Article written by Karen Fiato for the month of June sent to Leona on Alzheimer's Awareness

Sierra Vista Community Health Center
RHC Visits and Days in Clinic by Provider

FY21	07/31/20	08/31/20	09/30/20	10/31/20	11/30/20	12/31/20	01/31/21	2/29/2021	03/31/21	04/30/21	TOTALS	Avg Patients Per Month	
Days worked in RHC	23	20	18	20	16	20	19	19	21	20	**196**		Dr. William G Adkins
# Patients/Month	266	230	232	220	193	263	231	197	206	186	**2224**	**222**	Physician
Avg # Patients/Day	11.6	11.5	12.9	11.0	12.1	13.2	12.2	10.4	9.8	9.3	**11.3**		
Days worked in RHC	22	21	20	20	19	15	18	20	23	20	**198**		Estella Rubin
# Patients/Month	243	224	226	210	223	174	213	206	220	185	**2124**	**212**	Nurese Practicioner
Avg # Patients/Day	11.0	10.7	11.3	10.5	11.7	11.6	11.8	10.3	9.6	9.3	**10.7**		
Days worked in RHC	21	21	20	21	19	18	19	20	20	22	**201**		Karen Fiato
# Patients/Month	199	217	196	209	208	202	203	199	238	230	**2101**	**210**	CNP
Avg # Patients/Day	9.5	10.3	9.8	10.0	10.9	11.2	10.7	10.0	11.9	10.5	10.5		
Days worked in RHC	8	11	11	7	9	10	10	2			**68**		Teresa Casteel
# Patients/Month	38	41	49	33	32	22	28	5			**248**	**31**	CNP
Avg # Patients/Day	4.8	3.7	4.5	4.7	3.6	2.2	2.8	2.5	#DIV/0!	#DIV/0!	**3.6**		
Days worked in RHC	8	6	8	6	5	9	8	2			**52**		David Reitter
# Patients/Month	26	20	32	26	22	20	16	3			**165**	**21**	Surgeon
Avg # Patients/Day	3.3	3.3	4.0	4.3	4.4	2.2	2.0	1.5	#DIV/0!	#DIV/0!	**3.2**		
Days worked in RHC	22	21	20	21	19	17	20	19	22	20	**201**		Rhea Ann Hazen
# Patients/Month	191	193	184	188	207	178	203	198	218	200	**1960**	**196**	CNP
Avg # Patients/Day	8.7	9.2	9.2	9.0	10.9	10.5	10.2	10.4	9.9	10.0	**9.8**		
Days worked in RHC	21	20	18	22	14	18	20	14	23	20	**190**		Mary Pattridge
# Patients/Month	132	113	92	137	91	113	127	88	140	119	**1152**	**115**	LCSW
Avg # Patients/Day	6.3	5.7	5.1	6.2	6.5	6.3	6.4	6.3	6.1	6.0	**6.1**		

Provider	1095	1038	1011	1023	976	972	1021	896	1022	920	9974
Non Provider Visit	16	10	23	33	26	23	18	18	28	20	**215**
	1111	1048	1034	1056	1002	995	1039	914	1050	940	