MARIN HEALTHCARE DISTRICT

100-B Drake's Landing Road, Suite 250, Greenbrae, CA 94904 **Telephone: 415-464-2090** **Fax: 415-464-2094**
www.marinhealthcare.org info@marinhealthcare.org

TUESDAY, DECEMBER 8, 2020

5:30 PM: REGULAR OPEN MEETING

Board of Directors:
Chair: Larry Bedard, MD
Vice Chair: Ann Sparkman, JD
Secretary: Jennifer Rienks, PhD
Directors: Edward Alfrey, MD
Brian Su, MD

Staff:
David Klein, MD, CEO
Eric Brettner, CFO
Colin Coffey, District Counsel
Louis Weiner, Executive Assistant

Location:
Via Webex video conference:
https://marinhealth.webex.com
Meeting number: **146 407 7673**
Meeting password: **94930**
Or via Webex telephone conference:
1-408-418-9388

AGENDA

			Tab #
5:30 PM: REGULAR OPEN MEETING			
1.	Call to Order and Roll Call	Bedard	
2.	Oath of Office for Newly Elected and Re-Elected Board Members: Edward J. Alfrey, MD, and Ann Sparkman, JD, BSN, RN	Coffey	#1
3.	Disclosure of Action Taken in Closed Session	Bedard	
4.	General Public Comment *Any member of the audience may make statements regarding any items NOT on the agenda. Statements are limited to a maximum of three (3) minutes. Please state and spell your name if you wish it to be recorded in the minutes.*		
5.	Approval of Agenda (action)	Bedard	
6.	Approval of Minutes of Regular Meeting of November 10, 2020 (action)	Bedard	#2
7.	"PRIME 5-Year Overview & Recap" and "Age-Friendly Health Systems"	Murray	#3
8.	Review and Approve Outpatient Diagnostic Services Agreement Between MHD and MHMC, Under Arrangements (action)	Klein	#4
9.	Review and Approve Settlement Agreement with Plaintiff's Counsel Regarding California Voting Rights Act (action)	Bedard	
10.	COVID-19 Task Force Report	Su	

A copy of the agenda for the Regular Meeting will be posted and distributed at least 72 hours prior to the meeting.
In compliance with the Americans with Disabilities Act, if you require accommodations to participate in a District meeting please contact the District office at 415-464-2090 (voice) or 415-464-2094 (fax) at least 48 hours prior to the meeting.
Meetings open to the public are audio-recorded; the recordings are posted on the District web site and retained for 1 month.

MARIN HEALTHCARE DISTRICT

100-B Drake's Landing Road, Suite 250, Greenbrae, CA 94904 **Telephone: 415-464-2090** **Fax: 415-464-2094**
www.marinhealthcare.org info@marinhealthcare.org

TUESDAY, DECEMBER 8, 2020

5:30 PM: REGULAR OPEN MEETING

11. Planning for MHD Annual Retreat 2021	Klein	
12. Committee Meeting Reports		
A. Lease & Building Committee *(met Dec. 2)*	Rienks	
(i) Revitalization Plan		#5
(ii) Q2 2020 Performance Metrics and Core Services Report		#6
B. Finance & Audit Committee *(did not meet)*	Sparkman	
13. Reports		
A. District CEO's Report	Klein	
(i) Update: MHMC Bylaws Review		
(ii) Update: MHD Counsel		
B. Hospital CEO's Report	Klein	
C. Chair's Report	Bedard	
D. Board Members' Reports	All	
14. Agenda Items Suggested for Future Meetings	All	
15. Adjournment of Regular Meeting	Bedard	

Next Regular Meeting: Tuesday, January 12, 2021, 5:00 p.m.

A copy of the agenda for the Regular Meeting will be posted and distributed at least 72 hours prior to the meeting.
In compliance with the Americans with Disabilities Act, if you require accommodations to participate in a District meeting please contact the District office at 415-464-2090 (voice) or 415-464-2094 (fax) at least 48 hours prior to the meeting.
Meetings open to the public are audio-recorded; the recordings are posted on the District web site and retained for 1 month.

Tab 1

Certificate of Election and Oath of Office

STATE OF CALIFORNIA

County of Marin

I, Lynda Roberts, Registrar of Voters of the County of Marin, do hereby certify that at the ***Statewide General Election*** *held on the* ***3rd*** *day of* ***November 2020,***

EDWARD J. ALFREY

is elected as appears by the official record of the result of said election, to the office of ***Director, Marin Healthcare District,*** *a term ending* ***December, 2024.***

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this ***2nd*** *day of* ***December, 2020.***

s/ Lynda Roberts ***- Registrar of Voters***

. . . . . .

MARIN COUNTY CA
COUNTY OF MARIN
REGISTRAR OF VOTERS

STATE OF CALIFORNIA

County of Marin

OATH OF OFFICE

I, ***EDWARD J. ALFREY,*** *do solemnly swear or affirm that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution for the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

Director, Marin Healthcare District
NAME OF OFFICE

_____ _____
SIGNATURE OF PERSON ADMINISTERING OATH *SIGNATURE OF APPOINTEE AS REQUIRED BY E.C. SECTION 200*

_____ *_____ day of_____, 202__*
TITLE OF PERSON ADMINISTERING OATH

Before taking office, each member must take and subscribe to the Oath of Office before a governing board member, other school officer, state or county officer, judicial officer or notary public, to be filed with the County Clerk/Registrar of Voters. (Gov. Code 1360-1369)

Certificate of Election and Oath of Office

STATE OF CALIFORNIA

County of Marin

I, Lynda Roberts, Registrar of Voters of the County of Marin, do hereby certify that at the ***Statewide General Election*** *held on the* ***3rd*** *day of* ***November 2020,***

ANN SPARKMAN

is elected as appears by the official record of the result of said election, to the office of ***Director, Marin Healthcare District,*** *a term ending* ***December, 2024.***

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this ***2nd*** *day of* ***December, 2020.***

s/ Lynda Roberts ***- Registrar of Voters***

. . . . . .

MARIN COUNTY CA
COUNTY OF MARIN
REGISTRAR OF VOTERS

STATE OF CALIFORNIA

County of Marin

OATH OF OFFICE

I, ***ANN SPARKMAN,*** *do solemnly swear or affirm that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution for the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

Director, Marin Healthcare District
NAME OF OFFICE

_____
SIGNATURE OF PERSON ADMINISTERING OATH

_____
SIGNATURE OF APPOINTEE AS REQUIRED BY E.C. SECTION 200

_____
TITLE OF PERSON ADMINISTERING OATH

_____ day of _____, 202__

Before taking office, each member must take and subscribe to the Oath of Office before a governing board member, other school officer, state or county officer, judicial officer or notary public, to be filed with the County Clerk/Registrar of Voters. (Gov. Code 1360-1369)

Tab 2

MARIN HEALTHCARE DISTRICT
BOARD OF DIRECTORS

REGULAR MEETING

Tuesday, November 10, 2020 @ 5:00 pm
Via Webex

MINUTES

1. **Call to Order and Roll Call**
   Chair Bedard called the Regular Meeting to order at 5:00 pm. The meeting was held virtually via Webex.

   Board members present via Webex: Chair Larry Bedard, MD; Vice Chair Ann Sparkman; Secretary Jennifer Rienks; Director Harris Simmonds, MD (arrived at 5:10); Director Brian Su, MD (arrived at 5:05)
   Staff present: David Klein, MD, CEO; Eric Brettner, CFO; Louis Weiner, Executive Assistant
   Counsel present: Colin Coffey
   Guest present: Elizabeth Lowe, MD

2. **General Public Comment**
   There was no comment from the general public. Among public attendees were Edward Alfrey, MD, and Lee Domanico.

3. **Approval of Agenda**
   Ms. Rienks moved to approve the agenda as presented. Ms. Sparkman seconded. **Vote: ayes from Bedard, Sparkman, Rienks. Su and Simmonds absent.**

4. **Approval of Minutes of Regular Meeting of October 13, 2020**
   Dr. Su joined the meeting. Ms. Rienks moved to approve the minutes as presented. Ms. Sparkman seconded. **Vote: ayes from Bedard, Sparkman, Rienks, Su. Simmonds absent.**
   Dr. Simmonds joined the meeting during the next agenda item.

5. **COVID-19 Task Force Report**
   A. Report on Meeting of October 27, 2020
   Dr. Su reported on the meeting. The FEMA reimbursement application process is underway, consulting firm Guidehouse has been engaged and a temp has been hired to prepare paperwork to be submitted in November and December.

   The Task Force is coordinating with Marin HHS for tracking the triage kits.

Because there are now multiple local testing avenues including by the State, they discussed pivoting the mobile unit from testing activity to an aftercare program for COVID positive patients at SNFs and RCFE. The Task Force unanimously approved re-allocating $183,000 of funding already approved for the second mobile unit to this aftercare program.

B. Presentation: Mobile COVID Unit

Dr. Elizabeth Lowe presented (Tab #2), explaining the background, current situation, and proposal regarding the mobile unit. 81% of Marin COVID-related deaths have been in nursing homes. The Task Force's proposal, as Dr. Su previously noted, is to adjust the budget to allow for pivoting from doing mostly testing to providing mostly patient care and support within the nursing homes. This would require contracting with individual nursing homes that will allow providing direct standardized patient care without having first to obtain permission from a patient's PCP or the facility's Medical Director. With the current surge in cases, and in anticipation of worse, she stressed the urgency of this shift. She will begin assessing patients tomorrow, and has permission from Dr. Willis of Marin HHS to do so in the interest of public health amid the outbreak; however, she stressed the need to perform this work in a formal manner.

Dr. Klein and Mr. Brettner are now working on the necessary contracts between MarinHealth Medical Network, the SNFs, and the physicians. They should be completed this week.

Discussion ensued around medical direction within the nursing facilities. Rounding once per month by the Medical Director is all that is legally required. COVID patients are often sent directly to hospitals for treatment, and then sent back to the facilities. There was discussion about the adequacy of on-site medical direction in SNFs. Dr. Su, Dr. Lowe and the Task Force will communicate formally with facilities' Medical Directors on this.

Billing for these services within the care facilities was discussed. With medical necessity proven, CMS allows for daily assessment and billing.

6. <u>Review and Approve MarinHealth Medical Center Board Pending Action</u>

Dr. Klein presented the two resolutions that have been reviewed by the MHD Finance & Audit Committee on October 27, 2020, and approved by the MHMC Board on November 3, 2020.

A. MHMC Board Motion and Resolution to Approve the Defeasance of Payments on the Revenue Bonds and the Banc of America Equipment Lease

Dr. Klein presented the motion and resolution (Tab #3) that MHMC has sufficient cash on hand to prepay the 2021 payments on the Revenue Bonds, and to prepay the 2021 payments and all or part of the 2022 payments on the BofA Equipment Lease, which will allow MHMC to exclude the debts from its debt service coverage ratio and thus avoid

technical defaults. This was reviewed by the MHD Finance & Audit Committee, was approved by the MHMC Board, and approval by the MHD Board fulfills the agreement.

Dr. Simmonds moved to approve as presented. Ms. Sparkman seconded. There was no further discussion. **Vote by roll call: All ayes.**

B. MHMC Board Motion and Authorization to Obtain a Line of Credit from Union Bank
Dr. Klein presented the motion and resolution to obtain a $20,000,000 line of credit from Union Bank. This was reviewed by the MHD Finance & Audit Committee, was approved by the MHMC Board, and will be approved by the MarinHealth Medical Network (Prima) Board.

Dr. Simmonds moved to approve as presented. Ms. Sparkman seconded. There was no further discussion. **Vote by roll call: All ayes.**

7. <u>MHD Board Action in Honor of Lee Domanico</u>

Dr. Bedard opened the discussion continued from the previous meeting. Ms. Rienks moved to honor former CEO Lee Domanico with a plaque placed on the column outside of the new Oak Pavilion. Dr. Simmonds seconded. Dr. Bedard moved to amend Mr. Rienks' motion to make a donation of $50,000 to the MarinHealth Foundation, in accordance with the Foundation's gift-giving policy for placement of such a plaque, in honor of Lee Domanico. There was no second to Dr. Bedard's motion of amendment, and his motion failed.

Dr. Bedard asked for discussion on the monetary gift. Mr. Rienks stated that, in the face of the COVID crisis and the District's commitment to support Behavioral Health, a $50,000 gift is excessive at this time, and that a smaller amount might be affordable. She stated that the simple placement of a plaque would be an appropriate, prudent, and fitting gesture of recognition. Dr. Bedard reiterated that he felt that the District could indeed afford such a gift of gratitude for Mr. Domanico.

Dr. Bedard reopened the original motion: Ms. Rienks moved to honor former CEO Lee Domanico with a plaque placed on the column outside of the new Oak Pavilion, without a monetary donation. Dr. Simmonds seconded. **Vote by roll call: Bedard, abstain; Sparkman, aye; Rienks, aye; Simmonds, aye; Su, aye. The motion carried.**

Mr. Coffey confirmed that this gesture of installing the plaque is permitted under Section 5.9 of the MHD-MGH Lease Agreement. Dr. Klein added that the job would be union work done by the hospital's facilities team.

8. <u>MarinHealth Medical Center Bylaws Review Process</u>

Dr. Klein reported that he is in the process of engaging a governance consultant with Huron to review the bylaws of both Marin Healthcare District and MarinHealth Medical Center. They will interview members of both boards, will come back with recommendations and compare to leading practices. They will make recommendations for updating and

modernizing, and present to the Boards and legal review. It should be a 6-8 week process that will begin in the next week or two.

9. Update: Settlement Agreement with Plaintiff's Counsel regarding California Voting Rights Act

In its August 2020 regular meeting, the MHD Board approved Resolution MHD 2020-06 "Declaring its Intention to Transition from At-Large to District-Based Elections Pursuant to California Elections Code Section 10010(e)(3)(a)." This action was initiated by pending litigation. Mr. Coffey reported that his firm, BBK, has received the draft settlement agreement from plaintiff's counsel, and BBK is working on it for final approval by the MHD Board. Plaintiff's counsel, on behalf of a member of the Marin Latino community, is seeking settlement amount of $30,000 in attorney's fees, the maximum allowed by law. BBK has negotiated for $25,000, with MHD to spend the remaining $5,000 on outreach to the Marin Latino community specific to the COVID crisis. Dr. Bedard suggested considering a similar donation to the Black community. The final settlement agreement will be presented for approval to the MHD Board at the Board's December meeting.

10. Discussion: District Counsel Services

Dr. Klein reported that it would benefit MHD to have its own counsel separate from the hospital's. He will research attorneys to present for Board consideration, and asked for suggestions. Ms. Sparkman volunteered to assist in the process.

11. Committee Meeting Reports

A. Lease & Building Committee (met October 28)

Ms. Rienks reported on the meeting. They went over the Revitalization Plan with Dr. Klein and Mr. Brettner, and agreed to continue deeper discussion at the next meeting of the committee.

They agreed to plan for the next Community Health Seminar on the topic of teen mental health, especially now during the COVID crisis. Ms. Sparkman expressed strong support.

B. Finance & Audit Committee (met October 27)

Dr. Simmonds reported that the committee approved the resolutions presented earlier this meeting regarding the defeasance of bond payments and for the line of credit. As of September 30 cash holdings are $1.12M, investments are $3.95M, commitments of $327,000.

12. Reports

A. District CEO's Report

Dr. Klein reported. We're "growing into the new building." There are some IT glitches that are being fixed. Response from community, staff and physicians is very enthusiastic. OSHPD exceptions exist regarding outdoor spaces and other areas which should be cleared by December. We're currently looking at potential services that can be moved into the Cedar Pavilion. Seismic compliance in the old buildings must be completed by 2032, and a formal study of seismic requirements is being done and will be completed

within the next 2-3 months. Medical Office Building and another parking structure are also being considered, and various finance models are being evaluated.

The Board's Annual Retreat will be planned for January, with details forthcoming.

B. *Hospital CEO's Report*

Dr. Klein reported that COVID cases are increasing. Today there are 8 patients in the hospital with 2 in the ICU, neither on ventilator. There is adequate PPE. A triage tent remains on site next to the new ER. A new testing platform will be delivered this week, providing large capacity and quick turnaround. Hospital patient volume is up, including increase in flu patients.

October financials have not closed. September showed an operating loss and EBIDA loss, mainly due to low volume and expenses associated with moving into the new building. October volumes show increase. Payer mix is shifting away from commercial due to COVID-related unemployment and other factors.

The Strategic Planning Committee has chosen ECG Consulting to help create the new Strategic Plan beginning next week. It will be a 4-month process, and members of both Boards will be interviewed.

A "hybrid operating room" will be built out at the urging of vascular and cardiovascular surgeons and others, partially philanthropy-funded, and it should be a 2-year process. MHMC has just been awarded Healthgrades' "America's 100 Best Hospitals for Cardiac Care Award 2021."

The hospital's 2021 operating and capital budgets are now being finalized.

He and Ms. Rienks are both members of a new Social Determinants of Health Committee that just met for the first time. Ms. Rienks added that it was an excellent meeting, spearheaded by Dr. Susan Cumming and Ms. Tori Murray.

C. *Chair's Report*

Dr. Bedard offered congratulations to Ms. Ann Sparkman on her re-election to the MHD Board, and to Dr. Edward Alfrey on his new election to the MHD Board. Both will be officially sworn in at the next Board meeting on December 8, 2020.

Dr. Simmonds will be leaving the Board after 12 years of service. Dr. Bedard read aloud "Resolution MHD 2020-08, Honoring Dr. Harris 'Hank' Simmonds." Dr. Bedard moved to approve the Resolution as presented. Ms. Sparkman seconded. **Vote: all ayes (with Dr. Simmonds abstaining).**

Mr. Lee Domanico, speaking as a member of the public, offered a statement of thanks to Dr. Simmonds for the work he has done on behalf of the District, the hospital, and the community.

D. Board Members' Reports

Dr. Simmonds expressed that it has been an honor to serve these past 12 years.

Ms. Sparkman commented that Dr. Simmonds "has been a pillar of strength" and asked him for his continued input going forward.

Ms. Rienks thanked Dr. Simmonds, emphasizing his watching over the District's finances and his strong advocacy for the District's support for mental health services.

Dr. Su thanked Dr. Simmonds, who invited him to be a community member on the Lease & Building Committee and encouraged him to run for the MHD Board.

15. Agenda Items Suggested for Future Meetings

Ms. Sparkman suggested discussing the Blue Zone Project, in combination with social determinants of health.

Dr. Bedard suggested discussing medical cannabis educational programs for the community and for the medical staff.

16. Adjournment

Chair Bedard adjourned the meeting at 6:48 pm.

Tab 3

marinhealth℠

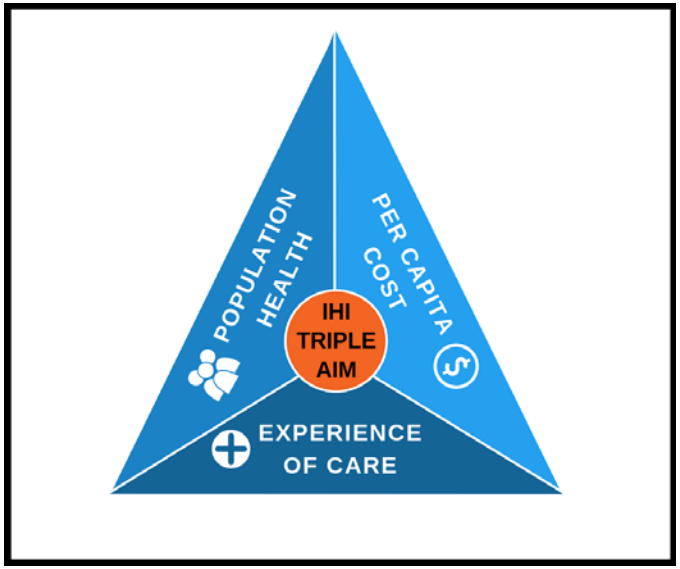
PRIME 5-year Overview & Recap

Tori Murray, RDN
Leigh Burns, RDN, CDCES
Susan Cumming, MD

December 8, 2020

PRIME Background

- **P**ublic Hospital **R**edesign and **I**ncentives for **Me**di-Cal for California Public & District Hospitals (“Safety-Net”)
- 5 year population health initiative, extended through 12/2020
- Purpose:
  - Listen to stakeholders
  - Develop infrastructure
  - Apply evidence-based practices
  - Provide data-driven care
  - Coordinate care across settings
  - Close healthcare system gaps
  - Focus on health equity
  - Strengthen ability to perform in value-based care



marinhealth

MarinHealth's PRIME Aims

1. **Improve care management** for patients with multiple chronic conditions

2. **Improve/maintain quality of life** for those with chronic, advanced, or terminal illness

3. **Ensure smooth care transitions**

4. **Enhance collaboration & communication** between community partners

5. **Eliminate barriers to care** by connecting patients to appropriate resources

marinhealth℠

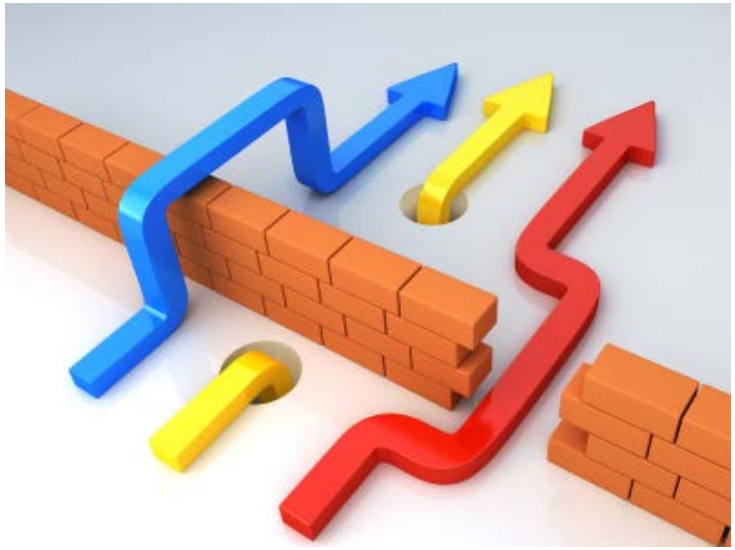
Supportive Care Center – Medical Network Clinic

- Complex Care
  - Access to care and resource connection for medically and/or socially complex individuals
  - Community partnerships
  - Culturally-appropriate interventions
- Palliative Care
  - New outpatient program
  - Individualized medical care for people with serious illness
  - UCSF Palliative Care Quality Network (PCQN)
  - Advance Care Planning
- Care Transitions and Perinatal Care projects added in 2019

marinhealth℠

Barriers & Hurdles

- Tight deadlines
- Variations in national, state, and local metric definitions
- Obtaining outside data
- Electronic Medical Record limitations
- Building/repairing relationships
- Labor-intensive manual audits
- Disparate data analytics platforms
- Competing MarinHealth priorities
- Leadership turn-over



marinhealth℠

Successes & Impact

- Clinic serving complex and vulnerable communities
- Culturally-appropriate, highly-trained staff
- Virtual capabilities
- Data informs continuous quality improvement
- Connections with managed care plans
- Health equity lens
- Nimble teams
- Strengthened connections

marinhealth℠

Response to COVID-19

- PRIME populations & those affected by COVID
  - Vulnerable or not engaged in primary care
  - High-risk: medically complex and/or social determinants of health

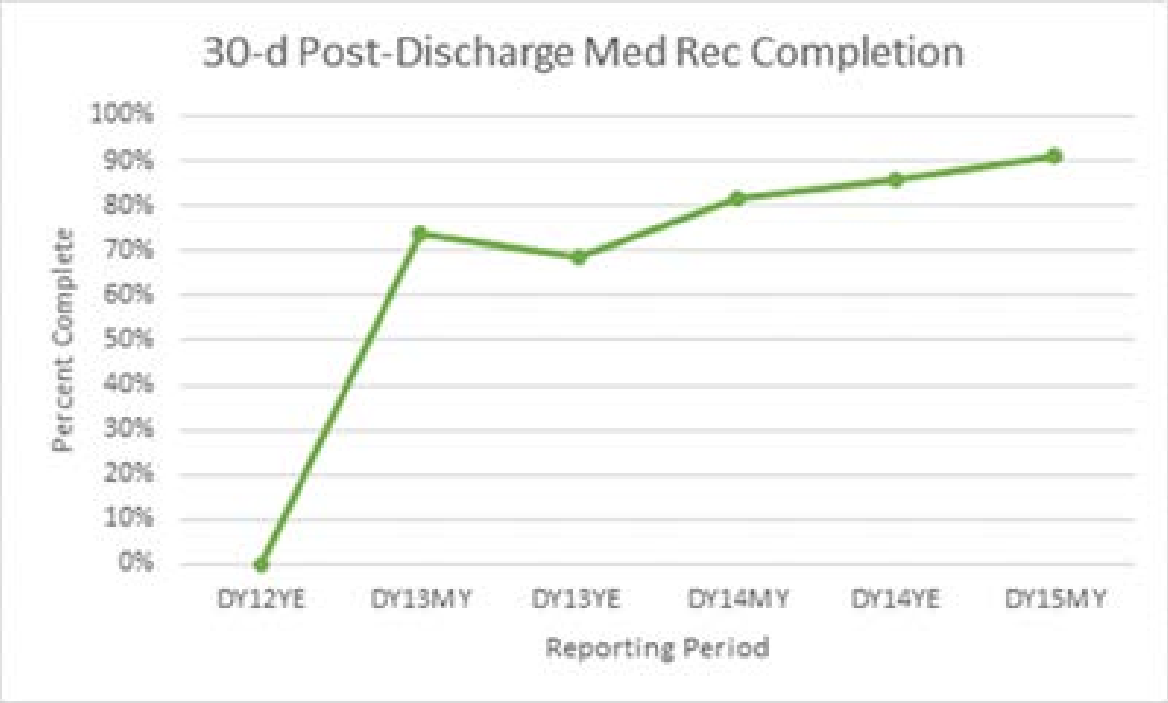
- Complex Care Response
  - Bilingual/bicultural case management & resource connection
  - Clinical follow-up after COVID+ test or acute hospital visit
  - Compassionate, culturally-competent approach to build trust

- Palliative Care Response
  - Mobile testing & outreach efforts
  - Advance Care Planning in residential care facilities

marinhealth℠

Metric Performance – Med Rec Post-Discharge

- Joint effort to improve transitional care for a shared population
- Shared data to Marin Community Clinics so they could use it for quality improvement initiatives
- Expanded our view of the patient through the continuum of care



marinhealth

Metric Performance – Palliative Care

- Inpatient & Outpatient Treatment Preferences
  - Clarify goals of care with all patients
  - Currently at 100% treatment preferences clarified (Medi-Cal)
- Consult volume is steadily growing
  - Inpatient consults increased by 26% from 2019 to 2020
  - Outpatient consults increased by 100% from 2019 to 2020
- Medi-Cal patients with an eligible condition offered palliative care
  - 34% offered a consult, increased from 24% in 2019
  - Our performance is >90th percentile among peers

marinhealth℠

Financial Impact

Time Period	Amount	Notes
Year 1	$1,220,000	Received 100% of funds allocated to MarinHealth
Year 2	$1,220,000	Received 100% of funds allocated to MarinHealth
Year 3	$1,220,000	Received 100% of funds allocated to MarinHealth
Year 4	$1,198,000	Received 100% of funds allocated to MarinHealth
Year 5	$2,666,571	Received 100% of funds allocated to MarinHealth (includes 2 additional projects)
Year 5.5	$1,333,286	Will receive 100% of funds allocated to MarinHealth (includes 2 additional projects)
Additional Unbudgeted	$763,812	Funds received based on over-performance & COVID-related payments
TOTAL	**$9,621,669**	

marinhealth℠

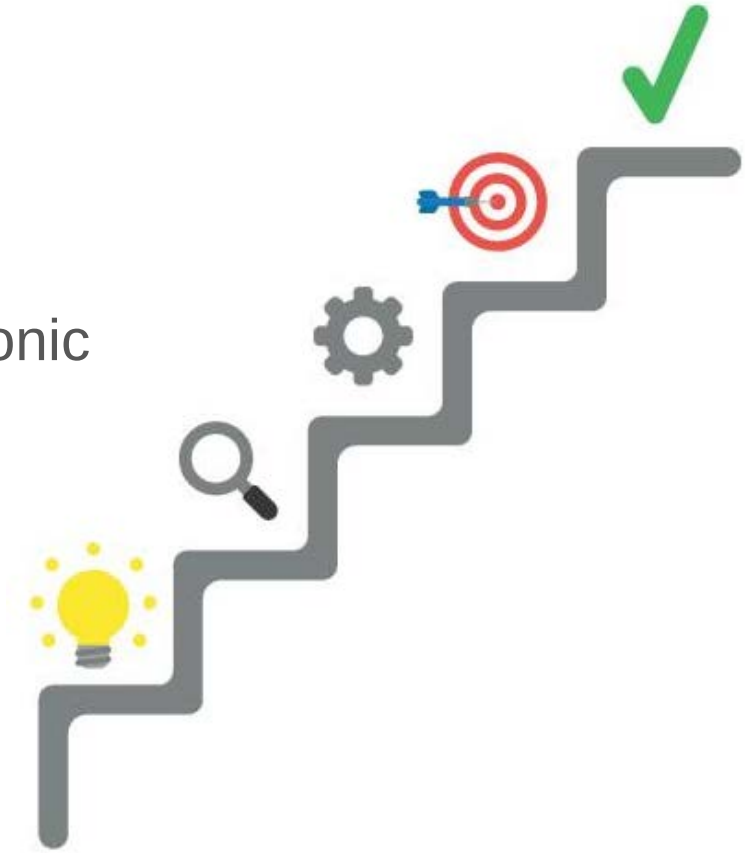
Pending Tasks…

- Outcomes analysis “deep dive” (delay due to COVID-19)
- Improve data dashboard and user interaction
- Move toward real-time data to better support continuous quality improvement activities
- Survey patients, providers and stakeholders

marinhealth℠

Continuation of the vision…

- Medi-Cal strategy for successor **QIP**
  - Medical Center & Medical Network opportunities
  - Utilize clinic space, virtual capabilities, skilled staff
- Expand value-based reimbursement opportunities
  - Financial sustainability
  - Data!
- What will MarinHealth's role be in chronic disease management?
  - Quantifying the value
  - Reducing avoidable utilization



marinhealth℠

Age-Friendly Health Systems

Tori Murray, RDN

December 8, 2020

Marin County

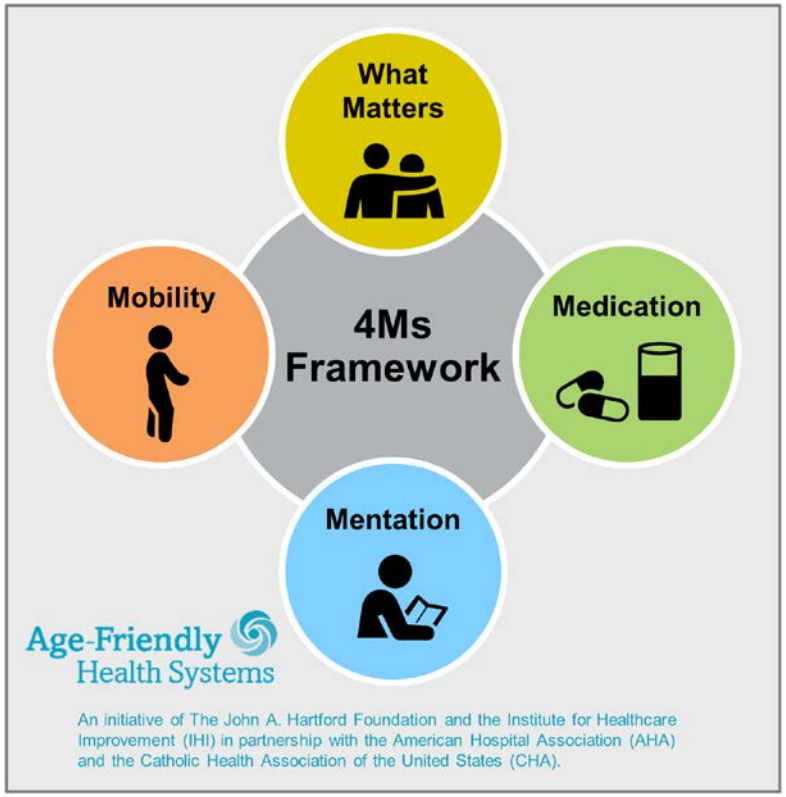
- Aging faster than California and the U.S.
  - Oldest county in CA
  - 33% will be 60+ by 2030
  - 85+ is fastest growing age group
  - 44% of older adults are living alone
  - 3 of 4 older adults have multiple chronic conditions
  - 80% of Medicare spending associated with beneficiaries living with 4+ chronic conditions

Source: Census.gov (2017)
Source: Anderson G. Chronic Care: Making the Case for Ongoing Care. Princeton, NJ: Robert Woods Johnson Foundation, 2010

marinhealth℠

Age-Friendly Health Systems – 4 M's

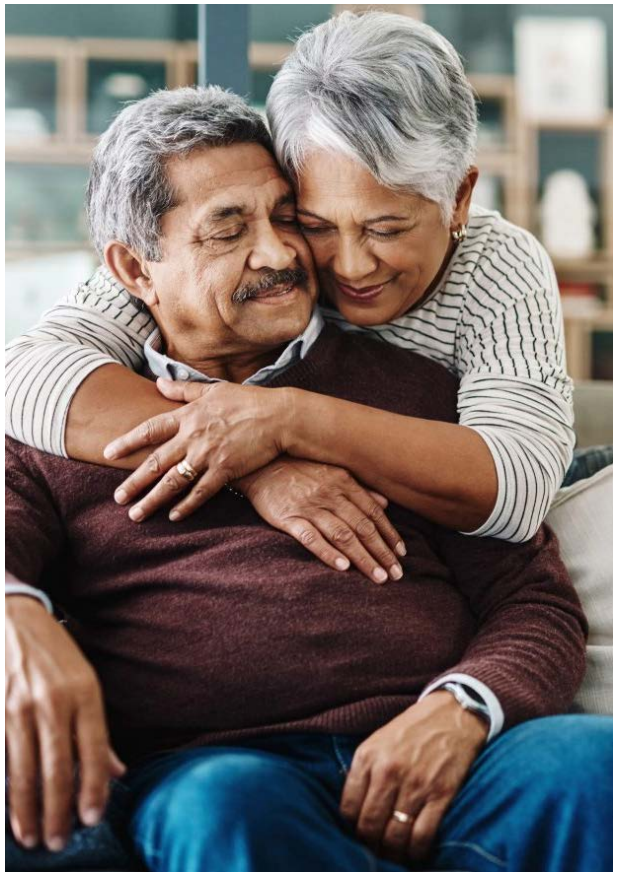
- Framework for implementation and measurement
- Addresses older adults' core health issues
- Opportunity to simplify and reduce burden on care team



marinhealth℠

1.) What Matters

- Align patient care preferences
- Results in:
  - Lower inpatient utilization
  - Improved patient satisfaction
  - Increased engagement in care
- Older adult voices are a vital component in planning age-friendly programs and services
- At MarinHealth we have inpatient and outpatient Palliative Care which includes meaningful advance care planning



marinhealth℠

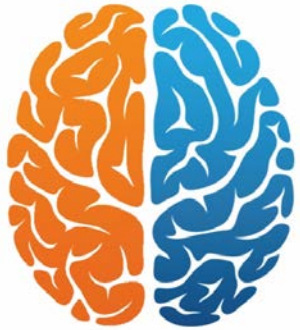
2.) Medications

- If medications are necessary, use those that do not interfere with the other “M’s”
  - Adverse drug reactions
  - Burden of taking multiple meds
- At MarinHealth, we have complex care nurse navigation & telephonic support through our discharge support nurses

marinhealth℠

3.) Mentation

- Dementia, depression, and delirium often goes unrecognized and untreated in the hospital → associated with increased health care costs, morbidity, and mortality
- Cases of dementia are expected to double in Marin over the next 25 years
- At MarinHealth, we are looking to launch a Cognitive Impairment pilot program that will include a consulting neurologist (delayed due to COVID)



marinhealth℠

4.) Mobility

- Moving safely every day, maintaining function, and doing activities that matter
- At MarinHealth, we utilize inpatient interventions for mobility and fall prevention, and sponsor a community fall prevention program called *A Matter of Balance*

Assessment

- We do not currently have standardized practices/protocols in place to accommodate the 4 M's framework
- No specific geriatrician or specialist in geriatric care within the Medical Network
- Our system integrates only some of the 4 M's into care, some of the time, with some patients

marinhealth℠

Ideas for the future…

- Enhanced physician support & education available to providers
- Educate & market existing resources in the areas of palliative care, advance care planning, neurology, and fall/injury prevention
- Geriatric Emergency Department Accreditation (GEDA) for the ED (currently on hold)
- Understand current state – medical center & ambulatory standpoints (e.g. which screenings and referrals are available)
- Review patient pathways – when/where do the 4 M's get addressed?
- Look for opportunities to combine, streamline, redesign to capture 4 M's

marinhealth℠

marinhealth℠

Tab 4

OUTPATIENT DIAGNOSTIC SERVICES AGREEMENT

This Outpatient Diagnostic Services Agreement ("**Agreement**") is entered into with an effective date of December 8, 2020 (the "**Effective Date**"), by and between Marin Healthcare District, a political subdivision of the State of California and a public district ("**MHD**"), and Marin General Hospital, dba MarinHealth Medical Center, a California nonprofit public benefit corporation ("**MarinHealth**"). MHD and MarinHealth are sometimes referred to in this Agreement as a "**Party**" or collectively, as the "**Parties**."

Recitals

A. MHD is a health care district organized pursuant to the California Local Health Care District Law, and owns and operates clinics providing primary and specialty care operated under California Health & Safety Code 1206b.

B. MarinHealth owns and operates a general acute care hospital located in Greenbrae, California (the "**Hospital**"), which includes without limitation, inpatient and outpatient services.

C. MarinHealth wishes to engage MHD to provide certain outpatient diagnostic testing services to patients of the Hospital under arrangements that satisfy the requirements specified in 42 C.F.R. § 410.28 and all other applicable laws and regulations so as to permit MarinHealth to bill and collect from patients, commercial payors and governmental payors, including without limitation the Medicare Program, on MarinHealth's own account the charges for such services.

D. Accordingly, the Parties hereby agree as follows.

Agreement

1. Definitions

(a) **"Addendum"** shall mean the Employee Leasing Addendum.

(b) **"Administrator"** shall mean an administrator to supervise and direct the operation of the Diagnostic Center.

(c) **"Agreement"** shall mean this Outpatient Diagnostic Services Agreement as referenced above.

(d) **"Claims"** shall mean all claims, actions, causes of action, controversies, charges, obligations, damages, demands, expenses, costs, fines, penalties, fees, and/or liabilities, including, without limitation, loss, damage, or injury to or death of persons or property in any manner.

(e) **"Diagnostic Center"** shall mean the premises operated by MHD in which Outpatient Diagnostic Services are provided and which is currently located at 4000 Civic Center

Drive, Suite 209, San Rafael, California and which is currently known as the "Marin Out-Patient Imaging North".

(f) **"Diagnostic Center Patients"** shall mean all individuals receiving Outpatient Diagnostic Services.

(g) **"Effective Date"** shall mean December 8, 2020.

(h) **"Hospital"** shall have the definition set forth in Recital B above.

(i) **"MarinHealth"** shall mean Marin General Hospital, a California nonprofit public benefit corporation.

(j) **"MHD"** shall mean the Marin Healthcare District, a political subdivision of the State of California and a public district.

(k) **"MHD Indemnified Person"** shall mean MHD, its directors, officers, employees, agents, counsel, and representatives.

(l) **"Outpatient Diagnostic Services"** shall mean X-rays. The parties may modify Outpatient Diagnostic Services from time to time as mutually agreed upon.

(m) **"Party" or "Parties"** shall refer to MHD and/or MarinHealth as defined above.

2. Outpatient Diagnostic Services. MHD shall provide Outpatient Diagnostic Services to patients of the Hospital at locations approved in advance by MarinHealth.

3. Compensation. As compensation for the performance of Outpatient Diagnostic Services hereunder, MarinHealth shall pay to MHD monthly compensation equal to all of MHD's actual expenses incurred in the performance of Outpatient Diagnostic Services; provided, however, such compensation shall be offset by any amounts owed by MHD to MarinHealth for the leasing of MarinHealth employees in accordance with the Employee Leasing Addendum attached hereto. Such compensation shall be payable one month in arrears (by no later than the end of the succeeding month), to be determined via a reconciliation of the expenses and employee leasing costs as set forth above. In consideration of such compensation from MarinHealth, MHD hereby assigns to MarinHealth any and all rights to bill, collect and receive compensation on account of the Outpatient Diagnostic Services and shall not bill or seek to collect any compensation from any party other than MarinHealth on account of the Outpatient Diagnostic Services. MHD shall remit to MarinHealth any sums received from parties other than MarinHealth on account of the Outpatient Diagnostic Services.

4. Operating Covenants. In the performance of the Outpatient Diagnostic Services, MarinHealth and MHD shall comply with all of the following:

(a) Operation of Diagnostic Center. MHD shall operate the Diagnostic Center and shall enter into such leases or other legal arrangements as are required to arrange for the occupancy and use of such premises by the Diagnostic Center. MHD shall provide or arrange for the availability and use of all equipment, furniture and supplies required for the performance

of the Outpatient Diagnostic Services. Except as may be otherwise agreed in writing by MHD and MarinHealth, MHD shall provide all staffing required for the operation of the Diagnostic Center, including without limitation the services of an Administrator. MHD may provide for staffing or other services through subcontractors of staff or services.

(b) Physician Supervision. All Outpatient Diagnostic Services shall be performed with the appropriate level of physician supervision required for payment for those services pursuant to the Medicare Program.

(c) Registration of Patients. All Diagnostic Center Patients shall be registered at the Diagnostic Center as patients of the Hospital prior to receiving such services.

(d) Notices and Forms. All Diagnostic Center Patients shall receive the same notices and sign the same forms as are used for other patients receiving outpatient services in the Hospital's outpatient departments.

(e) Ordering Physicians. MHD shall provide Outpatient Diagnostic Services only subject to and in accordance with orders given by a physician who is on the Medical Staff of the Hospital and that are within the scope of privileges of that ordering physician.

(f) Professional Responsibility. The Hospital shall have professional responsibility for all Outpatient Diagnostic Services performed at the Diagnostic Center, and shall subject all those services to monitoring under the programs by which the Hospital monitors the quality of care provided in the Hospital's outpatient departments.

(g) Periodic Visits. Appropriate Hospital personnel shall make periodic visits to the Diagnostic Services Center and review with the Administrator and other appropriate Diagnostic Center personnel the Diagnostic Center's compliance with the Hospital's quality standards.

(h) Medical Records. Medical records of Outpatient Diagnostic Services performed at the Diagnostic Center shall be created and maintained in a manner that is consistent with the Hospital's policies and procedures, as well as applicable standards of the Joint Commission, and copies of those medical records shall be transmitted to the Hospital within the same time frames that apply to the records of services provided in the Hospital's outpatient departments.

(i) Incident Reports. MHD shall provide to the Hospital incident reports in a timely manner in accordance with the Hospital's standards for incident reports applicable to the Hospital's inpatient departments.

(j) Utilization and Other Review. MHD shall perform utilization review and other relevant review of the Outpatient Diagnostic Services on the same terms that apply to services provided in the Hospital's outpatient departments.

(k) Advice by Clinical Leaders and Medical Staff. Hospital clinical leaders and officers of the Hospital's Medical Staff shall have the opportunity to provide advice to MHD regarding the performance of Outpatient Diagnostic Services.

(l) Monitoring of Performance. Appropriate officers of the Hospital designated by MarinHealth from time to time shall monitor the performance of Outpatient Diagnostic Services for compliance with the terms and conditions of this Agreement, and all other applicable standards and report to MHD.

(m) MHD's Approval. The Parties acknowledge and agree that any MHD approvals or direction for any matter hereunder or other MHD actions or approvals needed in the course of any services provided to MHD by MarinHealth hereunder, including, without limitation, pursuant to the Employee Leasing Addendum, must be obtained after review and approval by the following: (a) MHD's CFO (reviews for compliance and for recommendation to the CEO); (b) MHD's CEO (upon reviews and recommendations from the CFO); and (c) MHD's Board of Directors (where Board level approval is required, upon the recommendation of the CEO).

(n) Accreditation. MHD will pursue industry accreditations or other appropriate recognitions for the Outpatient Diagnostic Services, unless the parties determined that such should be sought on behalf of or by MarinHealth and report to MHD.

5. Term of Agreement/Effect of Termination. This Agreement shall be effective as of the Effective Date and shall remain in force and effect until terminated pursuant to this Section 5 (Term of Agreement/Effect of Termination). This Agreement shall terminate immediately upon the effectiveness of any order, law, rule or regulation that provides that, or has an effect such that, MHD may not lawfully provide the Outpatient Diagnostic Services or MarinHealth may not bill and collect for such services in accordance with 42 C.F.R. § 410.28 or any applicable successor law, rule or regulation. Notwithstanding any of the foregoing, either MHD or MarinHealth may terminate this Agreement immediately upon the other party's material breach of or default under this Agreement which is not cured within thirty (30) days following written notice of that breach or default (and termination of this Agreement shall be MarinHealth's sole remedy for any breach of this Agreement by MHD). Either party may terminate this Agreement without cause after 120 days written notice to the other. This Agreement shall terminate immediately upon the effectiveness of any written agreement of MarinHealth and MHD to effect such a termination.

6. Indemnification.

(a) Indemnification by MarinHealth. MarinHealth shall defend, indemnify and hold the MHD Indemnified Persons free and harmless from and against any and all Claims arising out of, related to, or in connection with this Agreement and/or the services provided hereunder, including, without limitation, any Claim or matter arising out of the Employee Leasing Addendum, regardless of the extent to which the negligent or intentional acts or omissions of MHD, or any of its directors, officers, employees, agents, counsel, and representatives, caused or contributed to the Claims. MarinHealth's indemnity obligations hereunder shall include, but not be limited to, attorney's fees and expert, consultant and court costs.

(b) Notwithstanding any of the foregoing, MarinHealth shall have no obligation hereunder to indemnify or defend MHD solely with respect to the proportion of any Claim that a court determines is directly attributable to specific direction from the MHD Board of Directors that unreasonably rejects the recommendations of MarinHealth staff providing management services to the MHD hereunder. The MHD Board of Directors shall be deemed to have

reasonably rejected the recommendations of MarinHealth staff providing management services to the MHD if the Board relied on the information, opinion, reports or statements of counsel, independent accountants or other persons as to matters which the Board believes to be within such person(s)' professional or expert competence. The absence of the Board's reliance on such persons shall not create any presumption that the Board unreasonably rejected a recommendation of MarinHealth staff. MarinHealth's indemnity obligations hereunder shall include but, not be limited to, attorney's fees and expert, consultant and court costs.

(c) Claims and Liabilities in Excess of Insurance. The terms and conditions of Section 6(a) (Indemnification by MarinHealth) shall apply only to claims and liabilities that are not covered by or that exceed the policy limits of applicable insurance coverage. This Section 6 (Indemnification) shall not apply if and to the extent that the effect of such provision would be to negate insurance coverage that would otherwise be available but for these contractual indemnity provisions. Nothing contained in this Section 6 (Indemnification) is intended or should be construed to: (i) create any liability to or right of recovery or subrogation on the part of any insurance carrier or any other third party against either of the parties; or (ii) affect the allocation of responsibilities among insurance carriers or other persons who may have responsibility for satisfaction of all or any part of any claim made against either party. Notwithstanding the foregoing, MarinHealth's indemnity obligations hereunder shall include the costs of any increases in the premiums, deductibles and/or self-insured retentions with respect to MHD's insurance that result from MHD's insurance covering Claims that would otherwise have fallen within MarinHealth's indemnity obligations hereunder.

(d) Defense. Except as otherwise required by the terms of an applicable insurance policy under which defense is provided, the selection of legal counsel to defend any claim or legal action against MHD or MarinHealth (or any person or party for whom either or both are required to provide a defense), shall be determined by written agreement of MHD and MarinHealth. If the parties are unable to reach timely agreement, then the responsible insurance carrier(s) shall be authorized to make such selection. If there is no insurer's duty to defend, and the parties are unable to reach agreement, then MHD's Board of Directors shall select such counsel.

(e) Settlement. Except as otherwise provided in the applicable insurance policy(ies), prejudgment settlement proposals involving both MarinHealth and MHD and relating to services under this Agreement shall require the written agreement of both MarinHealth and MHD. Notwithstanding the foregoing, either party may unilaterally accept that portion of the proposal which relates to its liability in circumstances where the refusal to accept such proposal presents, in such party's reasonable business judgment, a material risk that it will be exposed to liability in excess of applicable insurance coverage, and it has retained independent counsel to review the claim and settlement offer and advise it regarding the issues and risks relating thereto.

7. Miscellaneous.

(a) Notices. Any notices required or desired to be sent pursuant to this Agreement shall be made in writing and addressed to the party and address provided to the other party for purposes of notice.

(b) Applicable Law/Attorney's Fees. This Agreement is governed by California law. If any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to reasonable attorney's fees. Jurisdiction and venue in the event of any legal action shall be in Marin County, California.

(c) Entire Agreement. Except as expressly provided herein, this Agreement contains the entire agreement of the parties hereto with respect to the matters contained herein.

(d) Assignment. No Party to this Agreement may assign this Agreement or such Party's rights and obligations hereunder without the prior written consent of the other Parties, which consent the other Parties may withhold or condition in their sole discretion, and any assignment without such written consent shall be void and ineffective.

(e) Time of Essence. Time is of the essence for this Agreement.

(f) Recitals. All of the Recitals are incorporated into this Agreement and constitute a part hereof.

(g) Representation by Counsel. MarinHealth and MHD agree that, in connection with this Agreement and the matters contemplated hereby, each has either been represented by legal counsel of that party's own choice and/or has elected not to be represented by separate legal counsel in such matter.

(h) Counterparts. This Agreement may be executed in counterparts and by facsimile signatures, which will be effective as if original signatures. Each person signing this Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Agreement is binding on and enforceable against such Party.

[LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

MARIN HEALTHCARE DISTRICT	MARINHEALTH MEDICAL CENTER
By: _____	By: _____
Jennifer Rienks, PhD Secretary, Board of Directors	Joseph Euphrat Interim Secretary, Board of Directors

EMPLOYEE LEASING ADDENDUM

TO OUTPATIENT DIAGNOSTIC SERVICES AGREEMENT

This Addendum, when executed by the Parties, shall be incorporated into and become part of that certain Outpatient Diagnostic Services Agreement, effective as of December 8, 2020, by and between MHD and MarinHealth. Unless defined in this Addendum, all capitalized terms shall have the meaning set forth in the body of the Agreement.

1. Leasing of Employees. MarinHealth hereby agrees to provide to MHD all necessary personnel in order to fully staff the positions listed on the attached Exhibit A for the Diagnostic Center services. Such personnel shall perform on MHD's behalf all of the job requirements of such positions during the Diagnostic Center's operating hours. MHD shall outline the job requirements of the positions to be filled and to keep MarinHealth informed of subsequent personnel needs or changes.

2. Leasing Fee. As compensation for MarinHealth's providing of such personnel, MHD shall offset against the compensation owed by MarinHealth to MHD under Section 3 of this Agreement all of the following costs incurred by MarinHealth with respect to the personnel supplied to MHD hereunder: (a) wages and salary; (b) payroll taxes; (c) fringe benefits, including all reasonable fringe benefits which are or may become standard for MarinHealth personnel (such as health insurance, disability insurance, life insurance, retirement plans, seminar and related travel expenses and professional dues); (d) if applicable, all expenses associated with relocating personnel to the Marin County, California area (including, but not limited to, the cost of house hunting trips, transporting household belongings, transportation, and temporary lodging for the personnel and their families, and reimbursement related to the sale of a residence and the replacement thereof normally afforded MarinHealth personnel; and (e) all interim living expenses, including lodging, food, transportation and other out-of-pocket expenses for interim personnel.

3. Supervision of Personnel. MHD retains the right to exercise direction and control over all personnel in the performance of their services for MHD. Such control includes the right to reassign or request MarinHealth to terminate or provide additional personnel. MarinHealth and MHD shall agree on an established schedule for holidays, vacations and sick leave policies for the personnel. MHD shall be responsible for maintaining written records of hours worked by all salaried and hourly personnel, including regular and overtime hours.

4. Payroll Taxes. MarinHealth acknowledges that it is responsible for payment of all payroll taxes for its employees and agrees to furnish proof of such payments to MHD upon written request.

5. Employee Review. MarinHealth shall periodically, but not less than annually, review and evaluate the performance of all personnel leased to MHD. Moreover, MHD shall provide to MarinHealth its own review and evaluation of the performance of all personnel.

6. Conduct of MHD and MarinHealth. MHD and MarinHealth covenant and agree to obey all federal, state and local statutes regarding treatment of employees in a business situation.

While the parties hereto recognize and affirm that the employees leased to MHD are the employees of MarinHealth, each of MHD and MarinHealth covenants and agrees not to conduct itself in any manner such as to make either of them liable for, or subject to any racial or sexual discrimination charges, wage and hour violations or any such other offenses for which it may be liable for damages or fines, or subject to criminal prosecution, without such party's knowledge or consent.

IN WITNESS WHEREOF, the Parties have executed this Addendum effective as of the date first set forth above.

MARIN HEALTHCARE DISTRICT	MARINHEALTH MEDICAL CENTER
By: _____	By: _____
Jennifer Rienks, PhD	Joseph Euphrat
Secretary, Board of Directors	Interim Secretary, Board of Directors

EXHIBIT A TO EMPLOYEE LEASING ADDENDUM

Position
Radiologic Technologist
Radiology Associate (Clerical)

Tab 5

Revitalization Summary

MarinHealth

Revitalization Plan

	Projected 2020	2021 Potential Incremental	% Probability	2021 Weighted Impact	2022 Potential Incremental	% Probability	2022 Weighted Impact	Grand Total Potential	Grand Total Weighted Impact	Comment/Status
Growth/New Revenue										
New Growth Opportunities with Strategic Part	-	10,000,000	44%	4,403,350	17,000,000	37%	6,255,525	27,000,000	10,658,875	
Expand Physician Network	-	8,000,000	41%	3,250,000	5,000,000	21%	1,050,000	13,000,000	4,300,000	
Total Revenue Growth	-	18,000,000		7,653,350	22,000,000		7,305,525	40,000,000	14,958,875	
Revenue Rate Improvement										
Managed Care Rate	1,360,000	2,000,000	100%	2,000,000	1,640,000	50%	820,000	5,000,000	4,180,000	In process with support from Guidehouse. Completed negotiations with Aetna, Blue Shield and Californai Dept of Corrections
Revenue Cycle Improvements										
Hospital	7,000,000	2,000,000	100%	2,000,000	-	100%	-	9,000,000	9,000,000	Substantially complete. Huron estimate is between $9.3M - 13.2M.
Medical Network		4,000,000	75%	3,000,000	1,000,000	75%	750,000	5,000,000	3,750,000	Huron project started full swing in June of 2020 and is expected to last until November 2020. Huron estimate is between $4.3M - $6.2M
Clinical Documentation										
Hospital	2,100,000	900,000	90%	810,000	-			3,000,000	2,910,000	Completed work. Results lagging due to lower volumes associated with COVID. Still anticipate at least $3M post covid
Physician Net		500,000	0%	-	-			500,000	-	After review and education by Huron there are no net projected improvements.
Total Revenue Rate Improvement	10,460,000	9,400,000		7,810,000	2,640,000		1,570,000	22,500,000	19,840,000	
Cost Improvement										
Labor Improvements	2,804,000	9,900,000	56%	5,500,000	3,200,000	50%	1,600,000	14,500,000	9,904,000	
Supply/Purchased Serv Reductions	1,250,000	2,600,000	50%	1,300,000	1,150,000	75%	862,500	5,000,000	3,412,500	Huron project began in May 2020 and expected to continue through the end of December.
Reduce rent spend	-	1,000,000	50%	500,000	1,000,000	80%	800,000	2,000,000	1,300,000	We have located lower cost space to reduce cost. Additionally, we are assessing post COVID needs to reduce amount leased space.
Physician Network Loss Reduction	-	4,000,000	75%	3,000,000	500,000	50%	250,000	4,500,000	3,250,000	Huron project began on in July 2020 and expected to continue through December. Represents approximately a 4% cost reduction.
Other		1,000,000	75%	750,000	2,000,000	75%	1,500,000	3,000,000	2,250,000	
Total Cost Improvement	4,054,000	18,500,000		11,050,000	7,850,000		5,012,500	29,000,000	20,116,500	
Total Improvements	14,514,000	45,900,000		26,513,350	32,490,000		13,888,025	91,500,000	54,915,375	

marinhealth℠

Tab 6

MarinHealth Medical Center

Performance Metrics
and
Core Services Report

Q2 2020

December 1, 2020

250 Bon Air Road, Greenbrae, CA 94904 | O 1-415-925-7000

www.mymarinhealth.org

MarinHealth Medical Center (Marin General Hospital)

Performance Metrics and Core Services Report: **Q2 2020**

TIER 1 PERFORMANCE METRICS

In accordance with Tier 1 Performance Metrics requirements, the MGH Board is required to meet each of the following minimum level requirements:

		Frequency	Status	Notes
(A) Quality, Safety and Compliance	1. MGH Board must maintain MGH's Joint Commission accreditation, or if deficiencies are found, correct them within six months.	Quarterly	In Compliance	Joint Commission granted MGH an "Accredited" decision with an effective date of May 24, 2019 for a duration of 36 months.
	2. MGH Board must maintain MGH's Medicare certification for quality of care and reimbursement eligibility.	Quarterly	In Compliance	MGH maintains its Medicare Certification.
	3. MGH Board must maintain MGH's California Department of Public Health Acute Care License	Quarterly	In Compliance	MGH maintains its license with the State of California.
	4. MGH Board must maintain MGH's plan for compliance with SB 1953.	Quarterly	In Compliance	MGH remains in compliance with SB 1953 (California Hospital Seismic Retrofit Program).
	5. MGH Board must report on all Tier 2 Metrics at least annually.	Annually	In Compliance	4Q 2019 (Annual Report) was presented to MGH Board and to MHD Board in June 2020.
	6. MGH Board must implement a Biennial Quality Performance Improvement Plan for MGH.	Annually	In Compliance	MGH Performance Improvement Plan for 2020 was presented for approval to the MGH Board in April 2020.
	7. MGH Board must include quality improvement metrics as part of the CEO and Senior Executive Bonus Structure for MGH.	Annually	In Compliance	CEO and Senior Executive Bonus Structure includes quality improvement metrics.
(B) Patient Satisfaction and Services	MGH Board will report on MGH's HCAHPS Results Quarterly.	Quarterly	In Compliance	**Schedule 1**
(C) Community Commitment	1. In coordination with the General Member, the MGH Board must publish the results of its biennial community assessment to assess MGH's performance at meeting community health care needs.	Annually	In Compliance	Reported in Q4 2019
	2. MGH Board must provide community care benefits at a sufficient level to maintain MGH's non-profit tax exempt status.	Quarterly	In Compliance	MGH continues to provide community care and has maintained its tax exempt status.
(D) Physicians and Employees	MGH Board must report on all Tier 1 "Physician and Employee" Metrics at least annually.	Annually	In Compliance	Reported in Q4 2019
(E) Volumes and Service Array	1. MGH Board must maintain MGH's Scope of Acute Care Services as reported to OSHPD.	Quarterly	In Compliance	All services have been maintained.
	2. MGH Board must maintain MGH's services required by Exhibit G to the Loan Agreement between the General Member and Marin County, dated October 2008, as long as the Exhibit commitments are in effect.	Quarterly	In Compliance	All services have been maintained.
(F) Finances	1. MGH Board must maintain a positive operating cash-flow (operating EBITDA) for MGH after an initial phase in period of two fiscal years, and then effective as a performance metric after July 1, 2012, with performance during the phase in period monitored as if a Tier 2 metric.	Quarterly	At Risk	**Schedule 2**
	2. MGH Board must maintain revenue covenants related to any financing agreements or arrangements applicable to the financial operations of MGH.	Quarterly	Not In Compliance	**Schedule 2**

MarinHealth Medical Center (Marin General Hospital)

Performance Metrics and Core Services Report: **Q2 2020**

TIER 2 PERFORMANCE METRICS

In accordance with Tier 2 Performance Metrics requirements, the General Member shall monitor and the MGH Board shall provide necessary reports to the General Member on the following metrics:

		Frequency	Status	Notes
(A) Quality, Safety and Compliance	MGH Board will report on efforts to advance clinical quality efforts, including performance metrics in areas of primary organizational focus in MGH's Performance Improvement Plan (including Clinical Quality Reporting metrics and Service Line Quality Improvement Goals as developed, e.g., readmission rates, patient falls, "never events," process of care measures, adverse drug effects, CLABSI, preventive care programs).	Quarterly	In Compliance	**Schedule 3**
(B) Patient Satisfaction and Services	1. MGH Board will report on ten HCAHPS survey rating metrics to the General Member, including overall rating, recommendation willingness, nurse and physician communication, responsiveness of staff, pain management, medication explanations, cleanliness, room quietness, post-discharge instruction.	Quarterly	In Compliance	**Schedule 1**
	2. MGH Board will report external awards and recognition.	Annually	In Compliance	Reported in Q4 2019
(C) Community Commitment	1. MGH Board will report all of MGH's cash and in-kind contributions to other organizations.	Quarterly	In Compliance	**Schedule 4**
	2. MGH Board will report on MGH's Charity Care.	Quarterly	In Compliance	**Schedule 4**
	3. MGH Board will maintain a Community Health Improvement Activities Summary to provide the General Member, providing a summary of programs and participation in community health and education activities.	Annually	In Compliance	Reported in Q4 2019
	4. MGH Board will report the level of reinvestment in MGH, covering investment in excess operating margin at MGH in community services, and covering funding of facility upgrades and seismic compliance.	Annually	In Compliance	Reported in Q4 2019
	5. MGH Board will report on the facility's "green building" status based on generally accepted industry environmental impact factors.	Annually	In Compliance	Reported in Q4 2019
(D) Physicians and Employees	1. MGH Board will provide a report on new recruited physicians by specialty and active number of physicians on staff at MGH.	Annually	In Compliance	Reported in Q4 2019
	2. MGH Board will provide a summary of the results of the Annual Physician and Employee Survey at MGH.	Annually	In Compliance	Reported in Q4 2019
	3. MGH Board will analyze and provide information regarding nursing turnover rate, nursing vacancy rate, and net nursing staff change at MGH.	Quarterly	In Compliance	**Schedule 5**
(E) Volumes and Service Array	1. MGH Board will develop a strategic plan for MGH and review the plan and its performance with the General Member.	Annually	Not In Compliance	The updated MGH Strategic Plan was presented to the MGH Board on March 5, 2019 and will be updated in **Q2 2021**.
	2. MGH Board will report on the status of MGH's market share and Management responses.	Annually	In Compliance	MGH's market share and management responses report was presented to the MGH Board on March 3, 2020.
	3. MGH Board will report on key patient and service volume metrics, including admissions, patient days, inpatient and outpatient surgeries, emergency visits.	Quarterly	In Compliance	**Schedule 2**
	4. MGH Board will report on current Emergency services diversion statistics.	Quarterly	In Compliance	**Schedule 6**
(F) Finances	1. MGH Board will provide the audited financial statements.	Annually	In Compliance	The MGH 2019 Independent Audit was completed on April 24, 2020.
	2. MGH Board will report on its performance with regard to industry standard bond rating metrics, e.g., current ratio, leverage ratios, days cash on hand, reserve funding.	Quarterly	In Compliance	**Schedule 2**
	3. MGH Board will provide copies of MGH's annual tax return (Form 990) upon completion to General Member.	Annually	In Compliance	The MGH 2019 Form 990 was filed on November 13, 2020.

Schedule 1: HCAHPS

(Hospital Consumer Assessment of Healthcare Providers & Systems)

- **Tier 1, Patient Satisfaction and Services**
  The MGH Board will report on MGH's HCAHPS Results Quarterly.
- **Tier 2, Patient Satisfaction and Services**
  The MGH Board will report on ten HCAHPS survey rating metrics to the General Member, including overall rating, recommendation willingness, nurse and physician communication, responsiveness of staff, pain management, medication explanations, cleanliness, room quietness, post-discharge instruction.

Marin General Hospital
Overall Hospital HCAHPS
Trending by Quarter

Scores displayed here are based on interviews from CMS submitted data for the selected time periods.
Mode adjustments and ESTIMATED Patient Mix Adjustments have been applied to the dimension scores.
Scores for the individual questions do not have adjustments applied.

FFY 2021 VBP Thresholds				Q3 2019	Q4 2019	Q1 2020	Q2 2020
73.37	81.04	87.18	**Overall rating**	72.97	75.25	75.53	78.89
			Would Recommend	78.40	83.04	82.35	79.43
83.38	88.02	91.73	**Communication with Nurses**	78.12	77.56	78.76	81.80
			Nurse Respect		83.67	84.40	86.53
			Nurse Listen		75.25	79.15	80.87
			Nurse Explain		73.75	72.73	78.00
82.52	87.04	90.65	**Communication with Doctors**	81.04	83.60	81.23	80.26
			Doctor Respect	84.73	88.33	84.81	83.95
			Doctor Listen	78.61	81.00	80.99	80.81
			Doctor Explain	79.77	81.46	77.89	76.01
66.75	75.27	82.09	**Responsiveness of Staff**	71.91	68.20	67.19	71.05
			Call Button	67.85	66.30	68.53	71.06
			Bathroom Help	75.98	70.11	65.85	71.04
			Pain Communication	72.37	16.67		
			Talk How Much Pain	75.50	0.00		
			Talk Pain Treatment	69.23	33.33		
65.29	71.25	76.01	**Communication about Medications**	63.98	66.34	65.19	73.08
			Med Explanation	81.19	82.00	81.12	90.74
			Med Side Effects	46.77	50.68	49.26	55.41
71.16	78.91	85.11	**Hospital Environment**	61.27	59.67	59.47	67.18
			Cleanliness	65.98	64.31	61.35	68.81
			Quiet	56.56	55.03	57.60	65.54
88.82	91.50	93.65	**Discharge Information**	90.89	93.31	91.76	90.07
			Help After Discharge	88.00	90.88	89.55	88.24
			Symptoms to Monitor	93.79	95.74	93.96	91.91
52.29	58.63	63.71	**Care Transition**	53.67	54.72	52.61	50.74
			Care Preferences	41.74	47.00	43.96	43.12
			Responsibilities	56.40	55.10	54.29	51.21
			Medications	62.89	62.06	59.57	57.89
			Number of Surveys	349	302	288	301

Thresholds Color Key:
National 95th percentile
National 75th percentile
National average, 50th percentile

Scoring Color Key:
At or above 95th percentile
At or above 75th percentile
At or above 50th percentile
Below 50th percentile

Official VPB (Value-Based Purchasing) monthly trending HCAHPS results are distributed by MGH Quality Management on the 15th of each month.

Schedule 2: Finances

- **Tier 1, Finances**
  The MGH Board must maintain a positive operating cash-flow (operating EBIDA) for MGH after an initial phase in period of two fiscal years, and then effective as a performance metric after July 1, 2012, with performance during the phase in period monitored as if a Tier 2 metric. The MGH Board must maintain revenue covenants related to any financing agreements or arrangements applicable to the financial operations of MGH.
- **Tier 2, Volumes and Service Array**
  The MGH Board will report on key patient and service volume metrics, including admissions, patient days, inpatient and outpatient surgeries, emergency visits.

Financial Measure	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Total 2020
EBIDA $ (in thousands)	(5,163)	(10,182)			(10,182)
EBIDA %	-4.77%	-5.10%			-5.10%
Loan Ratios					
Annual Debt Service Coverage	0.18	(1.31)			(1.31)
Maximum Annual Debt Service Coverage	0.15	(1.08)			.08
Debt to Capitalization	51%	52.1%			52.1%
Key Service Volumes					
Acute discharges	1,930	1,671			3,601
Acute patient days	9,705	7,976			17,681
Average length of stay	5.03	4.72			4.91
Emergency Department visits	6,763	4,833			11,596
Inpatient surgeries	375	303			678
Outpatient surgeries	955	505			1,460
Newborns	263	285			548

Schedule 3: Clinical Quality Reporting Metrics

- **Tier 2, Quality, Safety and Compliance**
  The MGH Board will report on efforts to advance clinical quality efforts, including performance metrics in areas of primary organizational focus in MGH's Performance Improvement Plan (including Clinical Quality Reporting metrics and Service Line Quality Improvement Goals as developed, e.g., readmission rates, patient falls, "never events," process of care measures, adverse drug effects, CLABSI, preventive care programs).

CLINICAL QUALITY METRICS DASHBOARD

Metrics are publicly reported on

CalHospital Compare (www.calhospitalcompare.org)

and

Centers for Medicare & Medicaid Services (CMS)
Hospital Compare (www.hospitalcompare.hhs.gov/)

MarinHealth Medical Center
CLINICAL QUALITY METRICS DASHBOARD
Publicly Reported on CalHospital Compare (www.calhospitalcompare.org)
and Centers for Medicare & Medicaid Services (CMS) Hospital Compare (www.hospitalcompare.hhs.gov/)

Hospital Inpatient Quality Reporting Program Measures

	METRIC	CMS**	2019	Q1 -2020	Q2 -2020	Q3 -2020	Q4-2020	Q2-2020 Num/Den	Rolling 2020 YTD	2020 YTD Num/Den
	♦ Stroke Measures									
STK-4	Thrombolytic Therapy	100%	**94%**	100%	100%	N/A	N/A	4/4	100%	6/6
	♦ Sepsis Measure									
SEP-01	Severe Sepsis and Septic Shock: Management Bundle (Composite Measure)	81%	**55%**	**53%**	**58%**	N/A	N/A	54/93	**55%**	133/243
	♦ Perinatal Care Measure									
PC-01	Elective Delivery +	0%	**2%**	0%	0%	N/A	N/A	0/18	N/A	0/43
	♦ ED Inpatient Measures									
ED-2	Admit Decision Time to ED Departure Time for Admitted Patients +	99***	**122.00**	**129.00**	**112.00**	N/A	N/A	164--Cases	**121.00**	363--Cases
	♦ Psychiatric (HBIPS) Measures									
IPF-HBIPS-2	Hours of Physical Restraint Use +	0.38	0.15	0.11	0.12	N/A	N/A	N/A	0.11	N/A
IPF-HBIPS-3	Hours of Seclusion Use +	0.29	0.11	0.03	0.00	N/A	N/A	N/A	0.04	N/A
IPF-HBIPS-5	Patients Discharged on Multiple Antipsychotic Medications with Appropriate Justification	99%	**96%**	100%	**95%**	N/A	N/A	18/19	**97%**	31/32
	♦ Substance Use Measures									
SUB-2	2-Alcohol Use Brief Intervention Provided or offered	100%	100%	100%	100%	N/A	N/A	2/2	100%	4/4
SUB-2a	Alcohol Use Brief Intervention	100%	100%	100%	100%	N/A	N/A	2/2	100%	4/4
	♦ Tobacco Use Measures									
TOB-2	2-Tobacco Use Treatment Provided or Offered	100%	**92%**	100%	100%	N/A	N/A	8/8	100%	13/13
TOB-2a	2a-Tobacco Use Treatment	88%	**67%**	100%	100%	N/A	N/A	8/8	100%	13/13
TOB-3	3-Tobacco Use Treatment Provided or Offered at Discharge	99%	**69%**	100%	100%	N/A	N/A	8/8	100%	12/12
TOB-3a	3a-Tobacco Use Treatment at Discharge	71%	**23%**	**25%**	100%	N/A	N/A	8/8	75%	9/12
	METRIC	CMS**	2019	Q1 -2020	Q2 -2020	Q3 -2020	Q4-2020	Q2-2020 Num/Den	Rolling 2020 YTD	Rolling Num/Den
	♦ Transition Record Measures									
TRSE	Transition Record with Specified Elements Received by Discharged Patients	99%	**93%**	**95%**	**92%**	N/A	N/A	119/129	**93%**	240/257
TTTR	Timely Transmission of Transition Record	98%	**91%**	**91%**	**92%**	N/A	N/A	119/129	**92%**	236/257
	METRIC	CMS**	2017	2018	2019				2020	Rolling Num/Den
IPF-IMM-2	Influenza Immunization	100%	88%	**98%**	**90%**				**92%**	279/302

** CMS Top Decile Benchmark CMS Reduction Program (shaded in blue) + Lower Number is better

Page 1

MarinHealth Medical Center
CLINICAL QUALITY METRICS DASHBOARD
Publicly Reported on CalHospital Compare (www.calhospitalcompare.org)
and Centers for Medicare & Medicaid Services (CMS) Hospital Compare (www.hospitalcompare.hhs.gov/)

Hospital Outpatient Quality Reporting Program Measures

	METRIC	CMS**	2019	Q1 -2020	Q2 -2020	Q3 -2020	Q4-2020	Q2-2020 Num/Den	Rolling 2020 YTD	2020 YTD Num/Den
	♦ ED Outpatient Measures									
OP-18	Median Time from ED Arrival to ED Departure for Discharged Patients +	142***	**168.50**	**191**	**170**	N/A	N/A	94--Cases	**183**	185--Cases
	♦ Outpatient Stroke Measure									
OP-23	Head CT/MRI Results for STK Pts w/in 45 Min of Arrival	72%***	85%	86%	**50%**	N/A	N/A	1/2	78%	7/9
	♦ Endoscopy Measures									
OP-29	Endoscopy/Polyp Surveillance: Appropriate Follow-up Interval for Normal Colonoscopy in Average Risk Patients	100%	**94%**	**96%**				0/5	**96%**	22/23

***** National Average + Lower Number is better**

Page 2

MarinHealth Medical Center
CLINICAL QUALITY METRICS DASHBOARD
Publicly Reported on CalHospital Compare (www.calhospitalcompare.org)
and Centers for Medicare & Medicaid Services (CMS) Hospital Compare (www.hospitalcompare.hhs.gov/)

♦ Healthcare Personnel Influenza Vaccination

	METRIC	CMS National Average	Oct 2014 - Mar 2015	Oct 2016 - Mar 2017	Oct 2016 - Mar 2017	Oct 2017 - Mar 2018
IMM-3	Healthcare Personnel Influenza Vaccination	90%	**81%**	89%	89%	92%

♦ Surgical Site Infection +

	METRIC	National Standardized Infection Ratio (SIR)	Jan 2017 - Dec 2018	Apr 2018 - Mar 2019	July2018 - June 2019	Oc 2018 - Sep 2019
HAI-SSI-Colon	Surgical Site Infection - Colon Surgery	1	not published**	not published**	not published**	not published**
HAI-SSI-Hyst	Surgical Site Infection - Abdominal Hysterectomy +	1	not published**	not published**	not published**	not published**

♦ Healthcare Associated Device Related Infections

	METRIC	National Standardized Infection Ratio (SIR)	Jan 2017 - Dec 2018	Apr 2018 - Mar 2019	July2018 - June 2019	Oc 2018 - Sep 2019
HAI-CLABSI	Central Line Associated Blood Stream Infection (CLABSI)	1	**1.07**	0.54	0.57	0.71
HAI-CAUTI	Catheter Associated Urinary Tract Infection (CAUTI)	1	**1.17**	0.95	0.49	0.90

♦ Healthcare Associated Infections +

	METRIC	National Standardized Infection Ratio (SIR)	Jan 2017 - Dec 2018	Apr 2018 - Mar 2019	July2018 - June 2019	Oc 2018 - Sep 2019
HAI-C-Diff	Clostridium Difficile	1	0.72	0.99	**1.01**	**1.22**
HAI-MRSA	Methicillin Resistant Staph Aureus Bacteremia	1	0.53	0.00	0.00	0.00

♦ Agency for Healthcare Research and Quality Measures (AHRQ-Patient Safety Indicators) +

	METRIC	Centers for Medicare & Medicaid Services (CMS) National Average	July 2014 - Sept 2015	Nov 2015 - June 2017	July 2016 - June 2018	July 2017 - June 2019
PSI-90 (Composite)	Complication / Patient Safety Indicators PSI 90 (Composite)	0.9	No different than the National Rate	No different than the National Rate	No different than the National Rate	No different than the National Rate

***** National Average + Lower Number is better**

Page 3

MarinHealth Medical Center
CLINICAL QUALITY METRICS DASHBOARD
Publicly Reported on CalHospital Compare (www.calhospitalcompare.org)
and Centers for Medicare & Medicaid Services (CMS) Hospital Compare (www.hospitalcompare.hhs.gov/)

	METRIC	Centers for Medicare & Medicaid Services (CMS) National Average	July 2014 - Sept 2015	Nov 2015 - June 2017	July 2016 - June 2018	July 2017 - June 2019
PSI-4	Death Among Surgical Patients with Serious Complications +	136.48 per 1,000 patient discharges	No different then National Average	No different then National Average	No different then National Average	No different then National Average
	♦ Surgical Complications +					
		Centers for Medicare & Medicaid Services (CMS) National Average	July 2014 - March 2016	April 2014 - March 2017	April 2015 - March 2018	April 2016 - March 2019
Surgical Complication	Hip/Knee Complication: Hospital-level Risk- Standardized Complication Rate (RSCR) following Elective Primary Total Hip/Knee Arthroplasty +	2.4%	2.7%	2.5%	**2.7%**	**3.0%**
	♦ Acute Care Readmissions - 30 Day Risk Standardized +					
	METRIC	Centers for Medicare & Medicaid Services (CMS) National Average	July 2013- June 2016	July 2014- June 2017	July 2015 - June 2018	July 2016 - June 2019
READM-30-AMI	Acute Myocardial Infarction Readmission Rate	16.1%	15.20%	14.80%	14.09%	**16.30%**
READM-30-HF	Heart Failure Readmission Rate	21.9%	20.19%	19.80%	20.80%	21.60%
READM-30-PN	Pneumonia Readmission Rate	16.6%	16.80%	15.90%	15.10%	13.80%
READM-30-COPD	COPD Readmission Rate	19.60%	18.70%	**20.49%**	19.20%	19.60%
READM-30-THA/TKA	Total Hip Arthroplasty and Total Knee Arthroplasty Readmission Rate	4.00%	4.00%	4.10%	3.90%	**4.40%**
READM-30-CABG	Coronary Artery Bypass Graft Surgery (CABG)	12.70%	**14.30%**	**13.70%**	**13.80%**	11.70%
READM-30-STR	Stroke Readmission Rate		9.90%	10.40%	Not Published	Not Published
	METRIC	Centers for Medicare & Medicaid Services (CMS) National Average	July 2015 - June 2016	July 2016 - June 2017	July 2015 - June 2018	July 2018 - June 2019
HWR Readmission	Hospital-Wide All-Cause Unplanned Readmission (HWR) +	15.6%	15.00%	**15.40%**	14.7%	13.7%

***** National Average + Lower Number is better**

Page 4

MarinHealth Medical Center
CLINICAL QUALITY METRICS DASHBOARD
Publicly Reported on CalHospital Compare (www.calhospitalcompare.org)
and Centers for Medicare & Medicaid Services (CMS) Hospital Compare (www.hospitalcompare.hhs.gov/)

♦ Mortality Measures - 30 Day +

	METRIC	Centers for Medicare & Medicaid Services (CMS) National Average	July 2013- June 2016	July 2014- June 2017	July 2015 - June 2018	July 2016 - June 2019
MORT-30-AMI	Acute Myocardial Infarction Mortality Rate	12.7%	12.90%	12.80%	12.50%	10.90%
MORT-30-HF	Heart Failure Mortality Rate	11.3%	11.70%	10.30%	9.70%	8.00%
MORT-30-PN	Pneumonia Mortality Rate	15.4%	**15.90%**	**15.90%**	15.30%	14.20%
MORT-30-COPD	COPD Mortality Rate	8.40%	7.96%	**9.30%**	**8.80%**	**9.20%**
MORT-30-STK	Stroke Mortality Rate	13.80%	11.70%	12.70%	13.70%	13.60%
CABG MORT-30	CABG 30-day Mortality Rate	3.00%	**3.46%**	**3.60%**	**3.40%**	3.00%

♦ Cost Efficiency +

	METRIC	Centers for Medicare & Medicaid Services (CMS) National Average	Jan 2015 - Dec 2015	Jan 2016 - Dec 2016	Jan 2017 - Dec 2017	Jan 2018 - Dec 2018
MSPB-1	Medicare Spending Per Beneficiary (All)	0.99	**1.00**	**0.99**	0.98	0.97
			July 2013- June 2016	July 2014- June 2017	July 2015- June 2018	July 2016- June 2019
MSPB-AMI	Acute Myocardial Infarction (AMI) Payment Per Episode of Care	$25,526	$21,192	$21,274	$23,374	**$27,327**
MSPB-HF	Heart Failure (HF) Payment Per Episode of Care	$17,670	**$16,904**	**$16,632**	$16,981	$17,614
MSPB-PN	Pneumonia (PN) Payment Per Episode of Care	$18,322	**$17,429**	**$17,415**	$17,316	$17,717
	METRIC	Centers for Medicare & Medicaid Services (CMS) National Average		July 2013 - June 2016	April 2014 - March 2017	April 2015 - March 2018
MSPB-Knee	Hip and Knee Replacement	$20,959		$22,502	$21,953	$20,263

***** National Average + Lower Number is better**

Page 5

MarinHealth Medical Center
CLINICAL QUALITY METRICS DASHBOARD
Publicly Reported on CalHospital Compare (www.calhospitalcompare.org)
and Centers for Medicare & Medicaid Services (CMS) Hospital Compare (www.hospitalcompare.hhs.gov/)

♦ Outpatient Measures (Claims Data) +

	METRIC	Centers for Medicare & Medicaid Services (CMS) National Average	July 2015 - June 2016	July 2016 - June 2017	July 2017 - June 2018	July 2018 - June 2019
OP-8	Outpatient with Low Back Pain who had an MRI without trying Recommended Treatments First, such as Physical Therapy	38.20%	Not Available	Not Available	Not Available	Not Available
OP-9	Outpatient who had Follow-Up Mammogram, Ultrasound, or MRI of the Breast within 45 days following a Screening Mammogram	8.90%	6.80%	7.00%	6.80%	Not Published
OP-10	Outpatient CT Scans of the Abdomen that were "Combination" (Double) Scans	6.40%	5.60%	4.80%	4.50%	6.10%
OP-11	Outpatient CT Scans of the Chest that were "Combination" (Double) Scans	1.40%	0.10%	0.20%	0.20%	Not Published
OP-13	Outpatients who got Cardiac Imaging Stress Tests Before Low-Risk Outpatient Surgery	4.20%	3.30%	3.50%	3.20%	3.20%
OP-14	Outpatients with Brain CT Scans who got a Sinus CT Scan at the Same Time	1.20%	0.40%	0.40%	0.30%	Not Published

	METRIC	Centers for Medicare & Medicaid Services (CMS) National Average	Jan 2014 - Dec 2014	Jan 2015 - Dec 2015	Jan 2016 - Dec 2016	Jan 2018 Dec 2018
OP-22	Patient Left Emergency Department before Being Seen	2.00%	1.00%	1.00%	1.00%	2.00%

+ Lower Number is better

Page 6

Schedule 4: Community Benefit Summary

- **Tier 2, Community Commitment**
  The Board will report all of MGH's cash and in-kind contributions to other organizations.
  The Board will report on MGH's Charity Care.

Cash & In-Kind Donations (These figures are not final and are subject to change)					
	Q1 2020	**Q2 2020**	**Q3 2020**	**Q4 2020**	**Total 2020**
Buckelew	26,250	0			26,250
Community Action Marin	10,500	0			10,500
Community Development Corp of Marin	10,500	0			10,500
Community Institute for Psychotherapy	15,750	0			15,750
Homeward Bound	157,500	0			157,500
Huckleberry Youth Programs	10,500	0			10,500
Marin Center for Independent Living	26,250	0			26,250
Marin Community Clinics	105,000				105,000
MHD 1206B Clinics	6,524,273	8,692,426			15,216,699
North Marin Community Services	10,500	0			10,500
Operation Access	21,000	0			21,000
Ritter Center	26,250	0			26,250
RotaCare Free Clinic	15,750	0			15,750
San Geronimo Valley Community Center	5,250	0			5,250
Spahr Center	15,750	0			15,750
West Marin Senior Services	10,500	0			10,500
Whistlestop	15,750	0			15,750
Total Cash Donations	**7,007,273**	**8,692,426**			**15,699,699**
Meeting room use by community based organizations for community-health related purposes.	2,781	0			2,781
Food donations	987	987			1,974
Total In Kind Donations	**3,768**	**987**			**4,755**
Total Cash & In-Kind Donations	**7,011,041**	**8,693,413**			**15,704,454**

Schedule 4, continued

Community Benefit Summary

(These figures are not final and are subject to change)

	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Total 2020
Community Health Improvement Services	43,643	33,516			77,159
Health Professions Education	517,015	350,811			867,826
Cash and In-Kind Contributions	7,011,041	8,693,413			15,704,454
Community Benefit Operations	0	0			0
Community Building Activities	0	0			0
Traditional Charity Care *Operation Access total is included	470,995	289,175			760,170
Government Sponsored Health Care (includes Medi-Cal & Means-Tested Government Programs)	6,784,847	6,734,333			13,519,180
Community Benefit Subtotal (amount reported annually to State & IRS)	**14,827,541**	**16,101,248**			**30,928,789**
Unpaid Cost of Medicare	20,131,921	16,777,396			36,909,317
Bad Debt	550,915	428,464			979,379
Community Benefit, Community Building, Unpaid Cost of Medicare and Bad Debt Total	**35,510,377**	**33,307,108**			**68,817,485**

Operation Access

Though not a Community Benefit requirement, MGH has been participating with Operation Access since 2000. Operation Access brings together medical professionals and hospitals to provide donated outpatient surgical and specialty care for the uninsured and underserved.

	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Total 2020
*Operation Access charity care provided by MGH (waived hospital charges)	5,513	191,460			196,973
Costs included in Charity Care	966	33,567			34,533

Schedule 5: Nursing Turnover, Vacancies, Net Changes

- **Tier 2, Physicians and Employees**
  The MGH Board will analyze and provide information regarding nursing turnover rate, nursing vacancy rate, and net nursing staff change at MGH.

Turnover Rate				
Period	**Number of Clinical RNs**	**Separated**		**Rate**
		Voluntary	**Involuntary**	
Q3 2019	542	10	0	1.85%
Q4 2019	539	14	0	2.60%
Q1 2020	523	23	1	4.59%
Q2 2020	**531**	**11**	**1**	**2.26%**

Vacancy Rate							
Period	**Open Per Diem Positions**	**Open Benefitted Positions**	**Filled Positions**	**Total Positions**	**Total Vacancy Rate**	**Benefitted Vacancy Rate of Total Positions**	**Per Diem Vacancy Rate of Total Positions**
Q3 2019	40	64	542	646	16.10%	9.91%	6.19%
Q4 2019	38	68	539	646	16.56%	10.53%	5.88%
Q1 2020	20	67	523	610	14.26%	10.98%	3.28%
Q2 2020	**17**	**62**	**531**	**610**	**12.95%**	**10.16%**	**2.79%**

Hired, Termed, Net Change			
Period	**Hired**	**Termed**	**Net Change**
Q3 2019	11	10	1
Q4 2019	12	14	(2)
Q1 2020	8	24	(16)
Q2 2020	**21**	**12**	**9**

Schedule 6: Ambulance Diversion

- **Tier 2, Volumes and Service Array**
  The MGH Board will report on current Emergency services diversion statistics.

Quarter	Date	Time	Diversion Duration	Reason	Waiting Room Census	ED Admitted Patient Census
Q2 2020	April	NONE				
	May	NONE				
	June 5	20:10	2'01"	ED	5	3
	June 23	19:46	2'01"	ED	16	6
	June 26	21:41	1'38"	ED	7	6
	June 27	14:09	2'01"	ED	4	3
	June 28	13:03	2'01"	ED	1	4
	June 28	15:30	2'01"	ED	6	5
	June 28	17:35	1'28"	ED	0	3
	June 29	17:04	2'01"	ED	6	1
	June 29	19:31	1'30"	ED	0	3