



MISSION

It is our mission to deliver quality healthcare to the residents of and visitors to BigBearValley through the most effective use of available resources.

VISION

To be the premier provider of emergency medical and healthcare services in our BigBearValley.

BOARD OF DIRECTORS BUSINESS MEETING AGENDA

WEDNESDAY, JANUARY 13, 2021 @ 1:00 PM

CLOSED SESSION 1:00 PM

OPEN SESSION 2:00 PM

VIA CONFERENCE CALL

+1 951-346-2411,,931718477#

VIDEO/AUDIO LINK WILL BE AVAILABLE 30 MINUTES PRIOR TO MEETING

PLEASE EMAIL shelly.egerer@bvchd for TEAMS link

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file in the Chief Executive Officer's Office and are available for public inspection or purchase at 10 cents per page with advance written notice. In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in a District meeting or other services offered by the District, please contact Administration (909) 878-8214. Notification at least 48 hours prior to the meeting or time when services are needed will assist the District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service. **DOCUMENTS RELATED TO OPEN SESSION AGENDAS (SB 343)** -- Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the public counter located in the Administration Office, located at 41870 Garstin Drive, Big Bear Lake, CA 92315. For questions regarding any agenda item, contact Administration at (909) 878-8214.

OPEN SESSION

1. CALL TO ORDER

Peter Boss, President

2. PUBLIC FORUM FOR CLOSED SESSION

This is the opportunity for members of the public to address the Board on Closed Session items.

(Government Code Section 54954.3, there will be a three (3) minute limit per speaker. Any report or data required at this time must be requested in writing, signed and turned in to Administration. Please state your name and city of residence.)

3. ADJOURN TO CLOSED SESSION*

CLOSED SESSION

1. CHIEF OF STAFF REPORT/QUALITY IMPROVEMENT: *Pursuant to Health & Safety Code Section 32155

(1) Chief of Staff Report

2. HOSPITAL QUALITY/RISK/COMPLIANCE REPORTS: *Pursuant to Health & Safety Code Section 32155

(1) Risk / Compliance Management Report

(2) QI Management Report

3. TRADE SECRETS: Pursuant to Health and Safety Code Section 32106, and Civil Code Section 3426.1

(1) Jeffrey Orr, M.D. Hospitalist Program Director Service Agreement
(Anticipated Disclosure 01/13/21)

(2) Jeffrey Orr, M.D. Wound Care Program Director Service Agreement
(Anticipated Disclosure 01/13/21)

(3) Steven Knapik, D.O. Clinic Patient Service Agreement
(Anticipated Disclosure 01/13/21)

**4. REAL PROPERTY NEGOTIATIONS: *Government Code Section 54956.8/TRADE SECRETS:
*Pursuant to Health and Safety Code Section 32106 and Civil Code Section 34266.1**

(1) Property Acquisition/Lease/Tentative Improvement (Anticipated Disclosure 1/13/21)

OPEN SESSION

1. CALL TO ORDER

Peter Boss, President

2. ROLL CALL

Shelly Egerer, Executive Assistant

3. FLAG SALUTE

4. ADOPTION OF AGENDA*

5. RESULTS OF CLOSED SESSION

Peter Boss, President

6. PUBLIC FORUM FOR OPEN SESSION

This is the opportunity for persons to speak on items of interest to the public within subject matter jurisdiction of the District, but which are not on the agenda. Any person may, in addition to this public forum, address the Board regarding any item listed on the Board agenda at the time the item is being considered by the Board of Directors. (*Government Code Section 54954.3, there will be a three (3) minute limit per speaker. Any report or data required at this time must be requested in writing, signed and turned in to Administration. Please state your name and city of residence.*)

***PUBLIC RESPONSE IS ENCOURAGED AFTER MOTION, SECOND AND
PRIOR TO VOTE ON ANY ACTION ITEM***

7. DIRECTORS' COMMENTS

8. INFORMATION REPORTS

A. Foundation Report

Holly Elmer, Foundation President

B. Auxiliary Report

Gail Dick, Auxiliary President

9. CONSENT AGENDA*

Notice to the Public:

Background information has been provided to the Board on all matters listed under the Consent Agenda, and the items are considered to be routine by the Board. All items under the Consent Agenda are normally approved by one (1) motion. If discussion is requested by any Board Member on any item; that item will be removed from the Consent Agenda if separate action other than that as stated is required.

A. December 09, 2020 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant

B. December 2020 Human Resource Report: Erin Wilson, Human Resource Director

C. December 2020 Plant Maintenance Report: Michael Mursick, Plan Maintenance Manager

D. December 2020 Infection Prevention Report: Heather Loose, Infection Preventionist

E. Policies and Procedures: (Summary Attached)

(1) Risk Management

(2) Acute Nursing

(3) Emergency Preparedness

F. Committee Meeting Minutes:

(1) December 01, 2020 Finance Committee Meeting Minutes

10. OLD BUSINESS*

- None

11. NEW BUSINESS*

- A. Discussion and Potential Approval of the Following Service Agreements:
 - (1) Jeffrey Orr, M.D. Hospitalist Program Director Service Agreement
 - (2) Jeffrey Orr, M.D. Wound Care Program Director Service Agreement
 - (3) Steven Knapik, D.O. Clinic Patient Service Agreement

- B. Discussion and Potential Approval of Bear Valley Community Healthcare District Strategic Plan

- C. Discussion and Potential Approval of Bear Valley Community Healthcare District Election of Officers:
 - (1) President
 - (2) 1st Vice President
 - (3) 2nd Vice President
 - (4) Secretary
 - (5) Treasurer

- D. Discussion and Potential Approval of Bear Valley Community Healthcare District Committee Members:
 - (1) Planning & Facilities Committee Meeting
 - (2) Finance Committee Meeting (Treasurer and Committee Member)
 - (3) Human Resource Committee Meeting

12. ACTION ITEMS*

- A. **Acceptance of QHR Health Report**
Woody White, QHR Health
 - (1) January 2021 QHR Health Report

- B. **Acceptance of CNO Report**
Kerri Jex, Chief Nursing Officer
 - (1) December 2020 CNO Report

- C. **Acceptance of the CEO Report**
John Friel, Chief Executive Officer
 - (1) January 2021 CEO Report

- D. **Acceptance of the Finance Report & CFO Report**
Garth Hamblin, Chief Financial Officer
 - (1) November 2020
 - (2) CFO Report

13. ADJOURNMENT*

* Denotes Possible Action Items

2. ROLL CALL:

Peter Boss, Mark Kaliher, Perri Melnick, Gail McCarthy and Steven Baker were present. Also present was John Friel, CEO, Garth Hamblin, CFO and Shelly Egerer, Executive Assistant.

3. FLAG SALUTE:

Board Member Melnick led the flag salute and all present participated.

4. ADOPTION OF AGENDA:

President Boss called for a motion to adopt the December 09, 2020 agenda as presented. Motion by Board Member Baker to adopt the December 09, 2020 agenda as presented. Second by Board Member Melnick to adopt the December 09, 2020 agenda as presented. President Boss called for a vote. A vote in favor of the motion was 5/0.

- Board Member - yes
- Board Member Kaliher - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

5. RESULTS OF CLOSED SESSION:

President Boss reported that the following action was taken in Closed Session:

- Risk Report/Compliance Report

- QI Report

- CEO incentive compensation plan

President Boss called for a vote. A vote in favor of the motion was 5/0.

- Board Member Melnick - yes
- Board Member Kaliher - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

6. PUBLIC FORUM FOR OPEN SESSION:

President Boss opened the Hearing Section for Public Comment on Open Session items at 2:38 p.m. Hearing no request to make public comment. President Boss closed Public Forum for Closed Session at 2:38 p.m.

7. DIRECTORS COMMENTS

- None

8. INFORMATION REPORTS

A. Foundation Report

- Mr. Friel reported the following information:
 - To receive donation of \$50,000 to \$70,000

B. Auxiliary Report:

- Mr. Friel reported that the Auxiliary is still not on site
 - Received \$5,000 donation
 - Administration staff is selling See's candy for the Auxiliary

9. CONSENT AGENDA:

- A.** November 11, 2020 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
- B.** November 13, 2020 Special Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
- C.** November 2020 Human Resource Report: Erin Wilson; Human Resource Director
- D.** November 2020 Plant Maintenance Report: Michael Mursick, Plant Maintenance Manager
- E.** November 2020 Infection Prevention Report: Heather Loose; Infection Preventionist
- F.** Committee Meeting Minutes:
 - (1) November 03, 2020 Finance Committee Meeting Minutes
 - (2) December 04, 2019 Planning & Facilities Committee Meeting Minutes

President Boss called for a motion to approve the Consent Agenda as presented. Motion by Board Member Melnick to approve the Consent as presented. Second by Board Member McCarthy to approve the Consent Calendar as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

- Board Member Melnick - yes
- Board Member Kaliher - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

10. OLD BUSINESS:

- None

11. NEW BUSINESS*

- A. Discussion and Potential Approval of the Following Service Agreements:**
 - (1) **Quorum Health Service Agreement:**

President Boss called for a motion to approve the Quorum Health Statement of Work Hospital Administration Service Agreement as presented. Motion by Board Member Melnick to approve the Quorum Health Statement of Work Hospital Administration Service Agreement as presented. Second by Board Member Kaliher to approve the Quorum Health Statement of Work Hospital Administration service agreement as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

- Board Member Melnick - yes
- Board Member Kaliher - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

(2) **Quorum Medical Stabilization & Detox Service Agreement:**

President Boss called for a motion to approve the SOW [Behavioral Health Services] provided a new provision is added to the agreement which states [to the effect] that Client may terminate the SOW after the initial 12 months of the term if there is a force majeure or other similar event resulting in the closing or shut down of the program. Motion by Board Member Melnick to approve the SOW [Behavioral Health Services] provided a new provision is added to the agreement which states [to the effect] that Client may terminate the SOW after the initial 12 months of the term if there is a force majeure or other similar event resulting in the closing or shut down of the program. Second by Board Member Baker to approve the SOW [Behavioral Health Services] provided a new provision is added to the agreement which states [to the effect] that Client may terminate the SOW after the initial 12 months of the term if there is a force majeure or other similar event resulting in the closing or shut down of the program. President Boss called for the vote. A vote in favor of the motion was 5/0.

- Board Member Melnick - yes
- Board Member Kaliher - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

(3) **Tayani Lease Agreement:**

President Boss called for a motion to approve the Tayani Lease Agreement as presented. Motion by Board Member Baker to approve the Tayani Lease Agreement as presented. Second by Board Member Melnick approve the Tayani Lease Agreement as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

- Board Member Melnick - yes
- Board Member Kaliher - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker – yes

(4) **David Horner, MD Medical Stabilization & Detox Director Service Agreement:**

President Boss called for a motion to approve David Horner, MD Medical Stabilization & Detox Director Service Agreement as presented. Motion by Board Member Kaliher to approve David Horner, MD Medical Stabilization & Detox Director Service Agreement as presented. Second by Board Member Baker to approve David Horner, MD Medical Stabilization & Detox Director Service Agreement as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

- Board Member Melnick - yes
- Board Member Kaliher - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker – yes

B. Discussion and Potential Approval of the FY 2020 Cost Report:

- Mr. Hamblin reported the following:
 - WIPFLI creates and David Perry reviews
 - \$214,000 will be due to the district

President Boss called for a motion to approve the FY 2020 Cost Report as presented. Motion by Board Member Kaliher to approve the FY 2020 Cost Report as presented. Second by Board Member Baker to approve the FY 2020 Cost Report as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

- Board Member Melnick - yes
- Board Member Kaliher - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

C. Discussion and Potential Approval of the FY 2020 Audited Financial Statement:

- Mr. Tucker reported the following:
 - Received a clean audit
 - Late client entry
 - No difficulties with management or staff
 - Continue to participate in Hospital Fee Program \$632,000 net
 - PRIME Grant Program has also benefited the hospital
 - COVID-19 Funding received \$7.2 million; \$4.5 million in deferred revenue; we have received it but not spent at this time, should be added to income this year
 - Sandalwood purchase \$2.5 million
 - Volumes dropped due to COVID
 - Net income of \$6 to \$7 million
 - \$38 million cash reserve is fantastic
 - Patient AR is down continuing to management billing and collecting
 - 544 days cash on hand

President Boss called for a motion to approve the FY 2020 Financial Audited Statement as presented. Motion by Board Member Melnick motion to approve the FY 2020 Financial Audited Statement as presented. Second by Board Member Baker motion approve the FY 2020 Financial Audited Statement as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

- Board Member Melnick - yes
- Board Member Kaliher- yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

12. ACTION ITEMS*

A. QHR Health Report:

- (1) December 2020 QHR Health Report:
 - Mr. White had no report

B. CNO Report:

(1) October 2020 CNO Report:

- Ms. Jex reported the following information:
 - SNF has had 2 separate surveys
 - No deficiencies from either of the surveys
 - Revising COVID patient plan
 - BVCHD nursing staff is one of the finest in Southern California; handling the COVID extremely well
 - Retained 3 nurses from travelers
 - No qualified applicants
 - Continue to reach out to registry

President Boss called for a motion to approve the CNO Report as presented. Motion by Board Member McCarthy to approve the CNO Report as presented. Second by Board Member Melnick to approve the CNO Report as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

- Board Member Melnick - yes
- Board Member Kaliher - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

C. Acceptance of the CEO Report:

(1) November 2020 CEO Report:

- Mr. Friel reported the following information:
 - We continue to show staff how much we appreciate them
 - Annual gift of \$50.00 to all employees in lieu of Christmas party. Purchased “E” cards and will be directly spent within the community
 - We have catered lunch brought in twice per month and dietary department provides meals to staff.
 - Annual conference will not be conducted due to COVID

President Boss called for a motion to approve the CEO Report as presented. Motion by Board Member McCarthy to approve the CEO Report as presented. Second by Board Member Baker to approve the CEO Report as presented. President Boss called for the vote. A vote in favor was unanimously approved 5/0.

- Board Member Melnick - yes
- Board Member Kaliher - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

D. Acceptance of the Finance Report:

(1) October 2020 Financials:

- Mr. Hamblin reported the following information:
 - Volumes are rising
 - Days cash on hand decreased
 - Three payrolls for one month
 - IGT payments

- Net revenue was over budget
- Expenses over budget

President Boss called for a motion to approve the October 2020 Finance Report as presented. Motion by Board Member McCarthy to approve the October 2020 Finance Report as presented. Second by Board Member Baker to approve the October 2020 Finance Report as presented. President Boss called for the vote. A vote in favor was unanimously approved 5/0.

- Board Member Melnick - yes
- Board Member Kaliher - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

13. ADJOURNMENT:

President Boss called for a motion to adjourn the meeting at 3:35 p.m. Motion by Board Member Kaliher to adjourn the meeting. Second by Board Member Baker to adjourn the meeting. President Boss called for the vote. A vote in favor of the motion was unanimously approved 5/0.

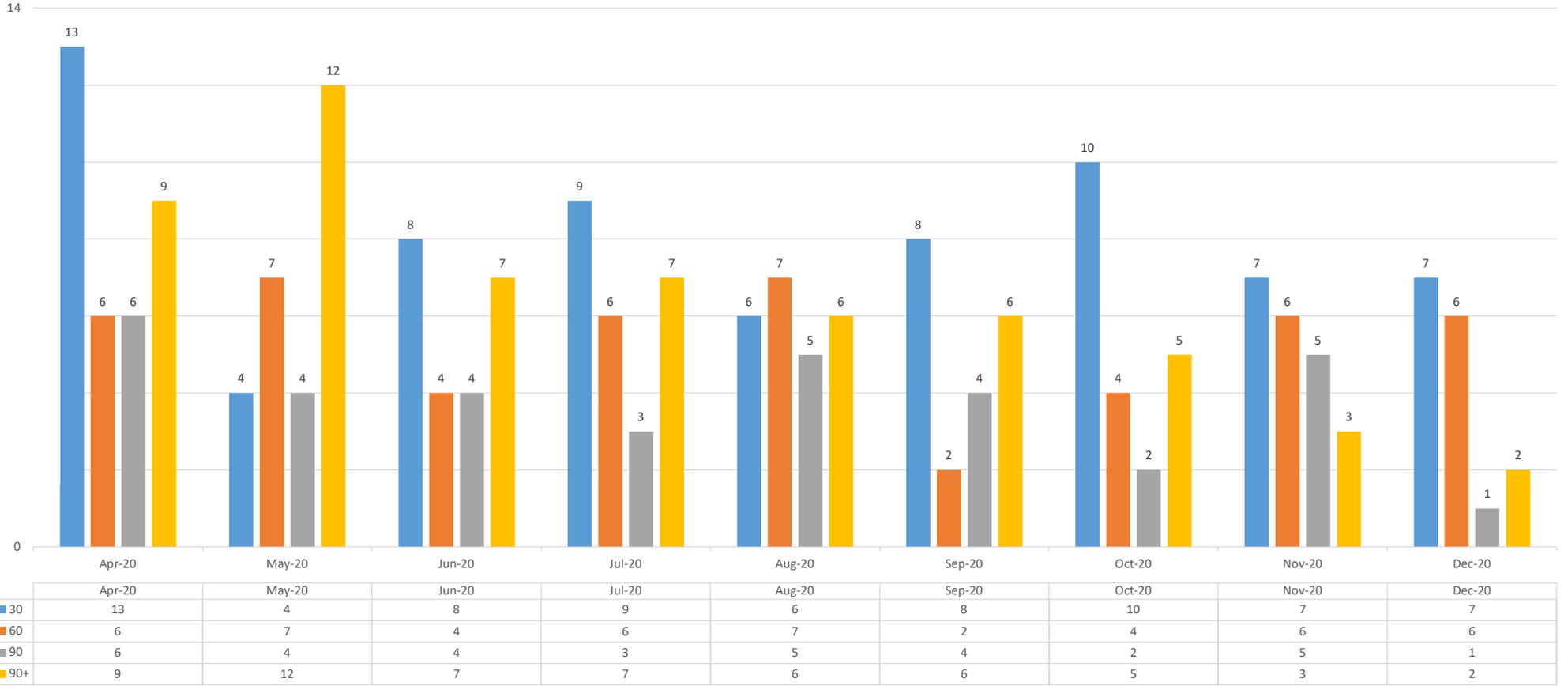
- Board Member Melnick- yes
- Board Member Kaliher - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes



Board Report
December 2020

Staffing	<p>Active: 220 – FT: 147 PT: 14 PD: 59 New Hires: 10 Terms: 0 (0 Voluntary 0 Involuntary) Open Positions: 20</p>
Employee Performance Evaluations	<p>DELINQUENT: See attachment 30 days: 7 60 days: 6 90 days: 1 90+ days: – 2 (SNF, OR) See Attachment</p>
Work Comp	<p>NEW CLAIMS: 3 OPEN: 9 Indemnity (Wage Replacement, attempts to make the employee financially whole) – 9 Future Medical Care – 0 Medical Only – 0</p>
Audit	<p>I9 FILE AUDIT: In process</p>
Employee Morale	<p>Ongoing Culture of Ownership Initiatives Birthday Celebration Free Meals</p>
Beta HEART	<p>Opted into the domain “Workplace Violence” and “Slip Trip and Fall”. When validated we are entitled to 2% work comp premium discount per domain up to 4% per year.</p>

Past Due Evaluations



	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
30	13	4	8	9	6	8	10	7	7
60	6	7	4	6	7	2	4	6	6
90	6	4	4	3	5	4	2	5	1
90+	9	12	7	7	6	6	5	3	2

■ 30 ■ 60 ■ 90 ■ 90+

Bear Valley Community Healthcare District Construction Projects 2020

Department / Project	Details	Vendor and all associated costs	Comments	Date Complete
Urgent Care	Working with design professionals to finalize drawings	Moon & Mayoras	Plans approved by the city	
Pyxis Replacement	Pyxis equipment is in place and seismic anchors will be installed soon.	Facilities	Nearly complete, waiting for Pyxis to send last mount that was not received during original delivery.	
X-Ray Cage Renovation	Remove excess shelves and materials to make space for RT.	Facilities	Completed.	
CT	CT Auto Opener disable device installation	Ludeke Electric	In Progress	
Vacuum Pump Replacement	Hospital vacuum pump failed	Facilities	In Progress	

Bear Valley Community Healthcare District Potential Equipment Requirements

Department / Project	Details	Vendor and all associated costs	Comments	Date Complete
Hospital/Vacuum Pump	Replace the old vacuum pump/temporary pump in place	FS Medical	In Progress	
Facilities- Pipe Threader	A new piece of equipment for making pipe for repairs	Northern Tool	New Budget item	

Bear Valley Community Healthcare District Repairs Maintenance

Department / Project	Details	Vendor and all associated costs	Comments	Date Completed
ER POD Expansion	Level area where POD will be placed, build ramps, and wire up power.	Facilities	Completed	
PT Negative Pressure Project	Install new ducting/vents and recirculation fan	Facilities/ACS	In Progress	
FHC Lighting	Located the power issues that have a section of lighting off.	Facilities/Centrica	In Progress	



Infection Prevention Monthly Report

December 2020

TOPIC	UPDATE	ACTION/FOLLOW UP
1. Regulatory	<ul style="list-style-type: none"> ▪ Continue to receive updates from APIC. No local chapter APIC meetings have been conducted since March. ▪ AFL (All Facility Letters) from CDPH have been reviewed. ▪ Continue NHSN surveillance reporting. <ul style="list-style-type: none"> • No Hospital Acquired Infections to report. • No surgical site infections. ▪ Completion of CMR reports to Public Health per Title 17 and CDPH regulations. <ul style="list-style-type: none"> • December – 186 positive COVID-19 cases, 1 Gonorrhea, 1 Salmonella • November – 61 Positive COVID-19 cases reported 	<ul style="list-style-type: none"> • Continue reporting as required.
2. Construction	<ul style="list-style-type: none"> ▪ Emergency Room – exhaust system installed in ceiling to provide outlet for hepa-filtered air and create negative pressure spaces for COVID patients. 	<ul style="list-style-type: none"> ▪ Work with Maintenance and contractors to ensure

	<ul style="list-style-type: none"> ▪ Physical Therapy – Installed exhaust system. 	compliance.
3. QI	<ul style="list-style-type: none"> ▪ Continue to work towards increased compliance with Hand Hygiene <ul style="list-style-type: none"> ▪ December 88% ▪ November 89% ▪ Surgical Instrument Tray Inventory Accuracy <ul style="list-style-type: none"> ▪ December - 4 trays checked, 100% accurate ▪ November – 3 trays checked, 100% accurate 	<ul style="list-style-type: none"> • Continue monitoring hand hygiene compliance.
4. Outbreaks/ Surveillance	<ul style="list-style-type: none"> ▪ December – No MRSA, No C-diff ▪ November – 2 C-diff on SNF 	<ul style="list-style-type: none"> ▪ Informational
5. Policy Updates	<ul style="list-style-type: none"> ▪ None 	<ul style="list-style-type: none"> ▪ Clinical Policy and Procedure Committee to review and update Infection Prevention policies.
6. Safety/Product	<ul style="list-style-type: none"> ▪ IP will be training EVS staff on proper cleaning of the OR. 	<ul style="list-style-type: none"> ▪ Continue to monitor compliance with infection control practices.
7. Antibiotic Stewardship	<ul style="list-style-type: none"> ▪ Pharmacist continues to monitor antibiotic usage. 	<ul style="list-style-type: none"> ▪ Informational.
8. Education	<ul style="list-style-type: none"> ▪ Infection Preventionist keeping up to date on latest 	<ul style="list-style-type: none"> ▪ ICP to share

	<p>COVID-19 information.</p> <ul style="list-style-type: none"> ▪ IP to do ongoing education at EVS staff meetings. 	<p>information at appropriate committees.</p>
<p>9. Informational</p>	<p>Immediate Use Steam Sterilization</p> <ul style="list-style-type: none"> ▪ December – 4 surgeries, 0 IUSS ▪ November – 5 surgeries, 1 IUSS <p>Covid -19 Vaccine</p> <ul style="list-style-type: none"> ▪ Vaccines have been received and offered to all staff at this point. <p>We've had a huge increase in the number of COVID-19 cases in the local community and county. Because hospitals in Southern California are all dealing with an excessive amount of patients, we are having difficulty transferring patients out. Because of this, we are admitting COVID patients and keeping them in the ER and Covid ward. This has created a need for additional staff</p> <p>We are still screening patients and visitors for symptoms of Covid-19.</p> <ul style="list-style-type: none"> ▪ The Emergency Room is now using EMTs as screeners for their lobby. ▪ We are expecting 2 kiosks that take temperatures and ask questions regarding COVID symptoms. One will be placed in the main lobby and one at the FHC. 	

Department	Title	Summary
Risk Management	Abuse - Mandatory Reporting Requirements	Annual review. No Changes.
Risk Management	Adverse Event Response and Investigation	Annual review. Assignments added to clarify role responsibilities in investigations.
Risk Management	Against Medical Advice	Annual review. No changes.
Risk Management	Communication After a Harm Event	Annual review. No changes.
Risk Management	Consents	Annual review. Updated Title 22 section 70707.
Risk Management	EMTALA Guidelines	Annual review. No changes.
Risk Management	Loitering	Annual review. No changes.
Risk Management	Medical Device-Related Incidents Reporting	Annual review. No Changes.
Risk Management	Patient Complaint and Grievance	Annual review. No Changes.
Risk Management	Photography, Videotaping and/or Audiotaping	Annual review. No changes.
Risk Management	Risk Management Plan	Annual review. No Changes.
Risk Management	Risk/Quality Committee	Annual review. No Changes.
Risk Management	Root Cause Analysis (RCA)	Annual review. Added SAC scoring to variances; score of 3 for trigger RCA.
Risk Management	Serious Reportable Adverse Events	Annual review. Added business days to clarify timeline.
Risk Management	Service Animals	Annual review. No changes.
Risk Management	Variance Report	Annual review. Added that Serious Adverse Event Investigations will be done by Risk Manager.

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BOARD OF DIRECTORS
FINANCE COMMITTEE MEETING MINUTES
41870 GARSTIN DR., BIG BEAR LAKE, CA92315
JANUARY 05, 2021**

MEMBERS Perri Melnick, Treasurer
PRESENT: Steven Baker, 2nd Vice President
John Friel, CEO

Garth Hamblin, CFO
Shelly Egerer, Exec. Asst.

STAFF: Kerri Jex Mary Norman

OTHER: Woody White, w/Quorum via phone

COMMUNITY

MEMBERS: None

ABSENT: None

OPEN SESSION

1. CALL TO ORDER:

Board Member Melnick called the meeting to order at 1:00 p.m.

2. ROLL CALL:

Perri Melnick and Steven Baker were present. Also present were John Friel, CEO, Garth Hamblin, CFO and Shelly Egerer, Executive Assistant.

3. ADOPTION OF AGENDA:

Board Member Melnick motioned to adopt the January 05, 2021 Finance Committee Meeting Agenda as presented. Second by Board Member Baker to adopt the January 05, 2021 Finance Committee Meeting Agenda as presented. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Melnick - yes
- Board Member Baker- yes

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION:

Board Member Melnick opened the Hearing Section for Public Comment on Closed Session items at 1:00 p.m. Hearing no request to address the Finance Committee, Board Member Melnick closed the Hearing Section at 1:00 p.m.

2. ADJOURN TO CLOSED SESSION:

Board Member Melnick motioned to adjourn to Closed Session at 1:00 p.m. Second by Board Member Baker to adjourn to Closed Session at 1:00 p.m. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Melnick - yes
- Board Member Baker- yes

OPEN SESSION

1. **CALL TO ORDER:**

Board Member Melnick called the meeting to order at 2:00 p.m.

2. **RESULTS OF CLOSED SESSION:**

Board Member Melnick stated there was no reportable action from Closed Session.

3. **PUBLIC FORUM FOR OPEN SESSION:**

Board Member Melnick opened the Hearing Section for Public Comment on Open Session items at 2:00 p.m. Hearing no request to address the Finance Committee, Board Member Melnick closed the Hearing Section at 2:00 p.m.

4. **DIRECTOR'S COMMENTS:**

- None

5. **APPROVAL OF MINUTES:**

A. December 01, 2020

Board Member Melnick motioned to approve November 03, 2020 minutes as presented. Second by Board Member Baker to approve the November 03, 2020 minutes as presented. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Melnick - yes
- Board Member Baker- yes

6. **OLD BUSINESS:**

- None

7. **NEW BUSINESS***

- None

8. **PRESENTATION AND REVIEW OF FINANCIAL STATEMENTS***

A. November 2020 Finances:

- Mr. Hamblin reported the following information:
 - Loss of \$168,386
 - Total patient revenue was 3.7% higher than budget for the month
 - Acute days under budget
 - SNF days are increasing
 - ER visit are over budget
 - Loss for the month
 - Monies in reserve
 - Expenses have increased due to COVID

B. CFO Report:

- Mr. Hamblin reported the following:
 - Wound Care:
 - Progressing on this
 - Agreement for physicians will be presented at the Board Meeting

- COVID 19 Activities to Include Expenses and Funding:
 - Expenses are increasing due to the surge
 - Working on the Paycheck Protection Plan
- Manifest MedEx HIE:
 - We are live and submitting data
 - We have submitted documentation for receipt of incentive money and reimbursement of expenses
 - Waived cost to begin
 - We have saved thousands of dollars on this program
- FY 2020 Cost Report:
 - File cost report and decrease in volumes in clinics applied for exception which was approved, granted an exception and means \$25,000 more for us

Board Member Baker motioned to approve the November 2020 Finance Report and CFO Report as presented. Second by Board Member Melnick to approve the November 2020 Finance Report and CFO Report as presented. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Melnick - yes
- Board Member Baker- yes

9. ADJOURNMENT*

Board Member Melnick motioned to adjourn the meeting at 2:08 p.m. Second by Board Member Baker to adjourn the meeting. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Melnick - yes
- Board Member Baker- yes



Contract Cover Sheet

Contract Name: Jeffrey Orr MD
 Purpose of Contract: Hospitalist Director
 Contract # / Effective Date / Term/ Cost: Jan 14 - Jan 13, 2023 \$2,500.00
 Originating Dept. Name / Number: _____

Department Manager Signature: _____ Date: _____

BAA: Yes No W-9: Yes No
Need updated BAA

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer (Software/EHR Related)</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA Privacy Officer (BAA applicable)</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: _____	Date: _____
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>1/6/21 FMV?</u>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>6 Jan 2021</u>
<u>Chief Executive Officer</u>	Signature: _____	Date: _____
<u>Board of Directors When Applicable</u>	Signature _____	Date: _____

- Final Signatures on Contract, BAA & W-9: Date: _____
- Copy of BAA forwarded to HIPAA Privacy Officer Date: _____
- Copy of Contract/BAA/W-9 forwarded to Department Manager: Date: _____
- Copy of Contract/BAA/W-9 forwarded to Contractor (if applicable): Date: _____
- Copy of Contract/BAA/W-9 scanned/emailed to Controller: Date: _____

Contract Cover Sheet
CONFIDENTIAL NOTICE:

Note: This document and attachments are covered by CA Evidence Code 1157 and CA Health and Safety Code 1370.
 NOTICE TO RECIPIENT: If you are not the intended recipient of this, you are prohibited from sharing, copying or otherwise using or disclosing its contents. If you have received this document in error, please notify the sender immediately by reply email and permanently delete this document and any attachments without reading, forwarding or saving them. Thank you
 Updated 07/2019

**HOSPITALIST PROGRAM AGREEMENT FOR MEDICAL DIRECTOR SERVICES
BETWEEN
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
AND
JEFFREY ORR, M.D.
dba
BEAR MOUNTAIN FAMILY**

THIS HOSPITALIST PROGRAM MEDICAL DIRECTOR AGREEMENT FOR MEDICAL DIRECTOR SERVICES ("Agreement") is made and entered into as of February 14, 2021 ("Effective Date"), by and between Bear Valley Community Healthcare District (a public entity) ("District") and Jeffrey Orr M.D. ("Physician").

RECITALS

WHEREAS, the District is the owner and operator of an acute care hospital, located in Big Bear Lake, California ("Hospital").

WHEREAS, the District desires Physician to provide medical director services in the Hospital's Hospitalist and Swing bed program.

WHEREAS, the Physician is willing to make medical director services available to the District and its patients.

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

A. Physician shall be and remain:

1. Duly licensed and qualified to practice medicine in the State of California;
2. A member in good standing on the Hospital's Medical Staff, with all privileges necessary to undertake the services contemplated by this agreement; and
3. Certified by

B. Physician shall be subject to the supervision of the District's Chief Executive Officer or designee and shall:

1. Be responsible for standards, coordination, surveillance and planning for improvement of medical care in the facility;
2. Act as a liaison between administration and attending physicians;
3. Be responsible for reviewing and evaluating administrative and patient care policies and procedures;
4. Act as a consultant to the director of nursing service in matters relating to patient care services;

5. Generally, monitor the quality of patient care and professional performance rendered by members with clinical privileges in the Hospitalist Program;
6. Conduct investigations and submit reports and recommendations to the appropriate committees regarding the clinical privileges to be exercised within the service by members or of applicants to the medical staff;
7. Be a member of the medical executive committee, and give guidance on the overall medical policies of the medical staff and make specific recommendations and suggestions regarding the service; and
8. Manage physician schedule for Hospitalist shifts in coordination with Medical Staff Coordinator
9. Perform such other duties commensurate with the office as may from time to time be reasonably requested by the chief of staff or the medical executive committee.

C. Physician shall also provide the administrative direction and supervision required for the proper operation of the department, including the services described below.

1. Clinical Direction. Physician shall provide clinical direction and guidelines for the clinical activities of physician, professional department personnel and non-physician personnel within the department, including, without limitation, those nurses and technicians that may serve in the department.

2. Equipment and Supplies. Physician shall advise the District as to the selection, replacement, condition, and repair of the supplies and medical equipment. Physician is not authorized to enter into any contract on behalf of the District for the purchase, rental, or other acquisition of equipment or supplies.

3. Nursing Policies

Physician, upon District's request, shall develop and/or review for the District's approval, the Department's professional policies, protocols, procedures, and standards.

4. Continuing Education. Physician shall participate in the educational programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory accreditation, with insurance requirements, and shall participate in such other educational programs within the District as the District may reasonably request.

5. Quality Improvement. Physician shall participate in the quality improvement programs conducted by the District and the Medical Staff necessary to ensure the Department's and the Hospital's/District's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other quality improvement programs within the District as the District may reasonably request.

6. Utilization Review. Physician shall participate in the utilization review programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other utilization review programs within the District as the District may reasonably

request.

7. Risk Management. Physician shall participate in the risk management programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other risk management programs within the District as the District may reasonably request.

8. Community Relations & Education. Physician shall actively participate in the marketing of the District's and the Department's services to the public and physician community.

9. Budget. Physician shall, upon the District's request, assist in the preparation of the annual and long-term operating and capital budgets for the Department.

10. Reporting and Liaison Duties. Physician shall, upon request by the District or the Medical Staff, report the status and functioning of the Department and report the nature of Physician's activities towards fulfilling his/her obligations under this Agreement and towards ensuring the competent and efficient provision of the Department's professional services to the various divisions and departments of the Hospital/District.

11. Orders. Physician shall establish the necessary guidelines for the timely implementation of orders for Department services through appropriate Medical Staff committees. Physician shall review and countersign an order of a nonmember of the Medical Staff prior to the implementation of that order in the Department.

12. Other Duties. Physician shall report on a quarterly basis to the medical executive committee overall status of department and perform such other administrative duties as the District/Hospital shall reasonably request. Physician shall attend a minimum of 75% of Medical Staff meetings (minimum of 4 per year).

D. Insurance

1. Hospital. District shall purchase insurance against liability arising from physician's administrative services undertaken within the course and scope of this Medical Director Agreement.

2. Professional Liability. Physician shall keep continuously in force during the entire term of this Agreement a claims made professional liability insurance policy with minimum limits of liability of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate covering Physician for the Professional Services provided under this Agreement. Physician will provide District advance written notice of any coverage changes or cancellation of the policy. Physician will provide District with evidence of coverage as stated above, showing professional liability coverage. All professional liability coverage must meet the requirements of the Medical Staff and Medical Staff Bylaws.

The obligations set forth in this Section shall survive the termination of this Agreement.

E. Access to Books and Records. Upon written request of the Secretary of Health and Human Services for the Comptroller General or any of their duly authorized representatives, the Physician shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the cost providing his services. If Physician carried out any of the duties of the

Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Physician agrees to include this requirement in any such subcontract. This section is included pursuant to and is covered by the requirements of Public Law 96-499, (S952)(v)(1) of the Social Security Act and regulations promulgated thereunder.

F. Reports and Records. Physician shall, in accordance with District and Medical Staff policies, cause to be promptly prepared and filed with appropriate physicians, and the Hospital's medical records department, reports of all examinations, procedures, and other professional services performed by physician and shall maintain an accurate and complete file within the Department, or other location approved by the District, of all such reports and supporting documents. The ownership and right of control of all reports, records, and supporting documents prepared in connection with the Department belong to the District; provided that Physician shall have access to such reports, records, and supporting documents as authorized by District policies and the law of the State of California.

G. Use of Premises. Physician shall neither use nor permit anyone employed, retained, or otherwise associated with Physician to use any part of the Department or Hospital for any purpose other than the performance of services under this Agreement.

SECTION II. RESPONSIBILITIES OF THE DISTRICT

A. Operational Requirements. The District shall provide the facilities, equipment, utilities, janitorial, laundry, and other support supplies and services that are reasonably necessary for Physician to serve under this Agreement.

B. Personnel. The District shall provide the nursing, technical, administrative, clerical and other support personnel that are reasonably necessary for Physician to serve under this Agreement.

C. Medical Records. Hospital shall obtain the patient's or patient's legal representative's signature on all appropriate forms required by the hospital and other informed consents, which shall be obtained by the responsible physician. Dictation of medical records according to medical staff bylaws is the responsibility of the physician.

SECTION III. COMPENSATION

Payment to Physician. At the end of each month physician shall submit to Administration a completed and signed Director Monthly Administrative Services Log (Exhibit A). Upon receipt of completed and signed log, District shall pay physician monthly the sum of \$2,500.00 (Two Thousand Five Hundred Dollars) for services under this Agreement. The District shall remit payments to physician at intervals of time as established by the District accounting department.

SECTION IV. INDEPENDENT CONTRACTOR

In performing the services herein specified, Physician is acting as an independent contractor, and shall not be considered an employee of the District. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Physician shall be liable for Physician's own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor, Physician is responsible for filing such tax returns and paying such self-employment taxes as may be required by law

or regulations.

SECTION V. COMPLIANCE

A. Bear Valley Community Healthcare District/Hospital is committed to compliance with all billing and claims submission, fraud and abuse laws and regulations. In contracting with Bear Valley Community Healthcare District/Hospital, agents agree to act in compliance with all laws and regulations. Bear Valley Community Healthcare District/Hospital has completed a Compliance Program to assure compliance with laws and regulations. All agents of Bear Valley Community Healthcare District/Hospital are therefore expected to comply with the policies of the Compliance Program.

At a minimum, all agents are expected to:

- Be aware of those procedures which affect the agent, and which are necessary to implement the Compliance Program, including the mandatory duty of all agents to report actual or possible violations of fraud and abuse laws and regulations; and
- Understand and adhere to standards, especially those which relate to the agent's functions for or on behalf of the Healthcare District/Hospital.

B. Failure to follow the standards of Bear Valley Community Healthcare District's/Hospital's Compliance Programs (including the duty to report misconduct) may be considered to be a violation of the agent's arrangement with the Healthcare District/Hospital and may be grounds for action by Bear Valley Community Healthcare District/Hospital, including termination of the relationship.

SECTION VI. TERM

This Agreement is effective for two years from the Effective Date unless District or Physician terminates this Agreement early pursuant to Section VII of this Agreement.

SECTION VII. EARLY TERMINATION

A. District may terminate this Agreement immediately upon written notice to Physician in the event that:

1. Physician's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
2. Physician's medical staff privileges at the Hospital are in any way suspended, revoked, or otherwise restricted;
3. Physician's failure to comply with the standards of the Bear Valley Community Healthcare District Compliance Program to the extent that such failure results in material fine and or sanction from Medicare or MediCal Program.

B. Either party may terminate this Agreement for material default, provided that the non-defaulting party shall give written notice of the claimed default, and the other party shall have thirty (30) days to correct such performance, failing which, this Agreement may thereafter be immediately terminated by the non-defaulting party.

C. Either party may terminate this Agreement, without cause, by providing the other party sixty (60) days prior written notice.

D. TERMINATION WITHIN FIRST TWELVE (12) MONTHS. If this Agreement is terminated, with or without cause, during the first twelve (12) months of the term, the parties shall not enter into any new agreement or arrangement during the remainder of such twelve (12) month period for similar services.

SECTION VIII. CONFIDENTIALITY

Physician shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the patient in writing, any patient or medical record information regarding Hospital and/or District patients, and Physician shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of Hospital and its Medical Staff, regarding the confidentiality of such information from Hospital and/or District patients receiving treatment of any kind, including treatment for alcohol and drug abuse. Physician is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records as codified at 42 C.F.R. Chapter 1, Part 2, enacted pursuant to 42 U.S.C. 290ee, and agrees to be separately bound by a Business Associate Agreement drafted pursuant to HIPAA as set forth in Public Law 104-191, as codified at 42 U.S.C. 1301 et seq.

SECTION IX. ASSIGNMENT

Physician shall not assign, sell, or otherwise transfer this Agreement or any interest in it without consent of District.

SECTION X. NOTICES

The notice required by this Agreement shall be effective on the day personally served, or two (2) business days after the notice is deposited with the United States Postal Service for collection, with postage thereon fully prepaid, and addressed as follows:

Hospital: John P. Friel, Chief Executive Officer
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
P. O. Box 1649
Big Bear Lake, CA 92315

Physician: Jeffrey Orr, M.D.
PO Box 207
Fawnskin, CA 92333

SECTION XI. PRE EXISTING AGREEMENT

This Contract replaces and supersedes any and all prior arrangements or understandings by and between Hospital and Physician with regard to the subject matter hereof.

SECTION XII. HOSPITAL NOT PRACTICING MEDICINE

This Agreement shall in no way be construed to mean or suggest that Hospital is engaged in the practice

of medicine.

SECTION XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement, both written and oral, between the parties, and all prior or contemporaneous agreements respecting the subject matter hereof, whether written or oral, express or implied, are suppressed. This Agreement may be modified only by written agreement signed by both of the parties.

SECTION XIV. SEVERABILITY

The non-enforceability, invalidity, or illegality of any provision to this Agreement shall not render the other provisions unenforceable, invalid or illegal.

SECTION XV. GOVERNING LAW

This Agreement shall be governed under the laws of the State of California. In the event of any dispute arising between the parties arising out of or related to this Agreement, the parties agree that such dispute shall be settled by binding arbitration, pursuant to the rules of the American Arbitration Association, San Bernardino County.

SECTION XVI. REFERRALS

The parties acknowledge that none of the benefits granted to Physician is conditioned on any requirement that Physician make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital. The parties further acknowledge that Physician is not restricted from establishing staff privileges at, referring any service to, or otherwise generating any business for any other facility of Physician's choosing.

SECTION XVII. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

The parties are prohibited from engaging in any discriminatory, harassing, or retaliatory conduct, and Physician agrees to fully comply with all applicable local, state and federal anti-discrimination and employment-related regulations and laws.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATE AND YEAR SET FORTH BELOW.

Dated: _____

By: _____

Peter Boss, Board President
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____

By: _____

Jeffrey Orr, M.D.
PO Box 207
Fawnskin, CA 92333

EXHIBIT A

PHYSICIAN DEPARTMENT DIRECTOR MONTHLY ADMINISTRATION SERVICES LOG

Medical Director of Hospitalist Program

Month of: _____, 20

Meeting Attendance:

- Medical Executive Committee Attendance _____ Present _____ Absent
- Quarterly Department Status Report to MED _____ Yes _____ No

Department Supervision/Administration:

	<u>Hours</u>	<u>Comments</u>
➤ Department Clinical Direction/Personnel Supervision	_____	
➤ Department Quality Improvement Activity	_____	
➤ Department Utilization Review	_____	
➤ Presentation/Participation Continuing Education Activity	_____	
➤ Other (Department policy/procedure development, equipment needs evaluation, risk management)	_____	

TOTAL Department

1) Supervision/Administration Hours _____

Physician Signature

Date

CEO Signature

Date



Contract Cover Sheet

Contract Name: Jeffrey ORR MD Wound Care Director

Purpose of Contract: Wound care program

Contract # / Effective Date / Term/ Cost: JAN. 14, 20 - JAN. 13, 2023 \$1,500.00

Originating Dept. Name / Number: _____

Department Manager Signature: _____ Date: _____

BAA Yes No

W-9 Yes No

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: _____	Date: _____
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>1/6/21 FMV?</u>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>6 JAN 2021</u>
<u>Chief Executive Officer</u>	Signature: _____	Date: _____
<u>Board of Directors</u> When Applicable	Signature _____	Date: _____

1. Final Signatures on Contract, BAA & W-9: Date: _____
2. Copy of BAA forwarded to HIPAA Privacy Officer Date: _____
3. Copy of Contract/BAA/W-9 forwarded to Department Manager: Date: _____
4. Copy of Contract/BAA/W-9 forwarded to Contractor (if applicable): Date: _____
5. Copy of Contract/BAA/W-9 scanned/mailed to Controller: Date: _____

Contract Cover Sheet

CONFIDENTIAL NOTICE:

Note: This document and attachments are covered by CA Evidence Code 1157 and CA Health and Safety Code 1370.

NOTICE TO RECIPIENT: If you are not the intended recipient of this, you are prohibited from sharing, copying or otherwise using or disclosing its contents. If you have received this document in error, please notify the sender immediately by reply email and permanently delete this document and any attachments without reading, forwarding or saving them. Thank you Updated 07/2019

**WOUND CARE PROGRAM AGREEMENT FOR MEDICAL DIRECTOR SERVICES
BETWEEN
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
AND
JEFFREY ORR, M.D.
Db
BEAR MOUNTAIN FAMILY**

THIS WOUND CARE PROGRAM MEDICAL DIRECTOR AGREEMENT FOR MEDICAL DIRECTOR SERVICES ("Agreement") is made and entered into as of February 14, 2021 ("Effective Date"), by and between Bear Valley Community Healthcare District (a public entity) ("District") and Jeffrey Orr M.D. ("Physician").

RECITALS

WHEREAS, the District is the owner and operator of an acute care hospital, located in Big Bear Lake, California ("Hospital").

WHEREAS, the District desires Physician to provide medical director services in the Hospital's Wound Care program and

WHEREAS, the Physician is willing to make medical director services available to the District and its patients.

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

A. Physician shall be and remain:

1. Duly licensed and qualified to practice medicine in the State of California;
2. A member in good standing on the Hospital's Medical Staff, with all privileges necessary to undertake the services contemplated by this agreement; and
3. Certified by

B. Physician shall be subject to the supervision of the District's Chief Executive Officer or designee and shall:

1. Be responsible for standards, coordination, surveillance and planning for improvement of medical care in the facility;
2. Act as a liaison between administration and attending physicians;
3. Be responsible for reviewing and evaluating administrative and patient care policies and procedures;
4. Act as a consultant to the director of nursing service in matters relating to patient care

services;

5. Generally monitor the quality of patient care and professional performance rendered by members with clinical privileges in the Wound Care Program;
6. Conduct investigations and submit reports and recommendations to the appropriate committees regarding the clinical privileges to be exercised within the service by members or of applicants to the medical staff;
7. Be a member of the medical executive committee, and give guidance on the overall medical policies of the medical staff and make specific recommendations and suggestions regarding the service; and
8. Perform such other duties commensurate with the office as may from time to time be reasonably requested by the chief of staff or the medical executive committee.

C. Physician shall also provide the administrative direction and supervision required for the proper operation of the department, including the services described below.

1. Clinical Direction. Physician shall provide clinical direction and guidelines for the clinical activities of physician, professional department personnel and non-physician personnel within the department, including, without limitation, those nurses and technicians that may serve in the department.

2. Equipment and Supplies. Physician shall advise the District as to the selection, replacement, condition, and repair of the supplies and medical equipment. Physician is not authorized to enter into any contract on behalf of the District for the purchase, rental, or other acquisition of equipment or supplies.

3. Nursing Policies

Physician, upon District's request, shall develop and/or review for the District's approval, the Department's professional policies, protocols, procedures, and standards.

4. Continuing Education. Physician shall participate in the educational programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory accreditation, with insurance requirements, and shall participate in such other educational programs within the District as the District may reasonably request.

5. Quality Improvement. Physician shall participate in the quality improvement programs conducted by the District and the Medical Staff necessary to ensure the Department's and the Hospital's/District's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other quality improvement programs within the District as the District may reasonably request.

6. Utilization Review. Physician shall participate in the utilization review programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other utilization review programs within the District as the District may reasonably request.

7. Risk Management. Physician shall participate in the risk management programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other risk management programs within the District as the District may reasonably request.

8. Community Relations & Education. Physician shall actively participate in the marketing of the District's and the Department's services to the public and physician community.

9. Budget. Physician shall, upon the District's request, assist in the preparation of the annual and long-term operating and capital budgets for the Department.

10. Reporting and Liaison Duties. Physician shall, upon request by the District or the Medical Staff, report the status and functioning of the Department and report the nature of Physician's activities towards fulfilling his/her obligations under this Agreement and towards ensuring the competent and efficient provision of the Department's professional services to the various divisions and departments of the Hospital/District.

11. Orders. Physician shall establish the necessary guidelines for the timely implementation of orders for Department services through appropriate Medical Staff committees. Physician shall review and countersign an order of a nonmember of the Medical Staff prior to the implementation of that order in the Department.

12. Other Duties. Physician shall report on a quarterly basis to the medical executive committee overall status of department and perform such other administrative duties as the District/Hospital shall reasonably request. Physician shall attend a minimum of 75% of Medical Staff meetings (minimum of 4 per year).

D. Insurance

1. Hospital. District shall purchase insurance against liability arising from physician's administrative services undertaken within the course and scope of this Medical Director Agreement.

2. Professional Liability. Physician shall keep continuously in force during the entire term of this Agreement a claims made professional liability insurance policy with minimum limits of liability of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate covering Physician for the Professional Services provided under this Agreement. Physician will provide District advance written notice of any coverage changes or cancellation of the policy. Physician will provide District with evidence of coverage as stated above, showing professional liability coverage. All professional liability coverage must meet the requirements of the Medical Staff and Medical Staff Bylaws.

The obligations set forth in this Section shall survive the termination of this Agreement.

E. Access to Books and Records. Upon written request of the Secretary of Health and Human Services for the Comptroller General or any of their duly authorized representatives, the Physician shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the cost providing his services. If Physician carried out any of the duties of the Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Physician agrees to include this requirement in any such subcontract.

This section is included pursuant to and is covered by the requirements of Public Law 96-499, (S952)(v)(1) of the Social Security Act and regulations promulgated thereunder.

F. Reports and Records. Physician shall, in accordance with District and Medical Staff policies, cause to be promptly prepared and filed with appropriate physicians, and the Hospital's medical records department, reports of all examinations, procedures, and other professional services performed by physician and shall maintain an accurate and complete file within the Department, or other location approved by the District, of all such reports and supporting documents. The ownership and right of control of all reports, records, and supporting documents prepared in connection with the Department belong to the District; provided that Physician shall have access to such reports, records, and supporting documents as authorized by District policies and the law of the State of California.

G. Use of Premises. Physician shall neither use nor permit anyone employed, retained, or otherwise associated with Physician to use any part of the Department or Hospital for any purpose other than the performance of services under this Agreement.

SECTION II. RESPONSIBILITIES OF THE DISTRICT

A. Operational Requirements. The District shall provide the facilities, equipment, utilities, janitorial, laundry, and other support supplies and services that are reasonably necessary for Physician to serve under this Agreement.

B. Personnel. The District shall provide the nursing, technical, administrative, clerical and other support personnel that are reasonably necessary for Physician to serve under this Agreement.

C. Medical Records. Hospital shall obtain the patient's or patient's legal representative's signature on all appropriate forms required by the hospital and other informed consents, which shall be obtained by the responsible physician. Dictation of medical records according to medical staff bylaws is the responsibility of the physician.

SECTION III. COMPENSATION

Payment to Physician. At the end of each month physician shall submit to Administration a completed and signed Director Monthly Administrative Services Log (Exhibit A). Upon receipt of completed and signed log, District shall pay physician monthly the sum of \$1,500.00 (One Thousand Five Hundred) for services under this Agreement. The District shall remit payments to physician at intervals of time as established by the District accounting department.

SECTION IV. INDEPENDENT CONTRACTOR

In performing the services herein specified, Physician is acting as an independent contractor, and shall not be considered an employee of the District. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Physician shall be liable for Physician's own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor, Physician is responsible for filing such tax returns and paying such self-employment taxes as may be required by law or regulations.

SECTION V. COMPLIANCE

A. Bear Valley Community Healthcare District/Hospital is committed to compliance with all billing and claims submission, fraud and abuse laws and regulations. In contracting with Bear Valley Community Healthcare District/Hospital, agents agree to act in compliance with all laws and regulations. Bear Valley Community Healthcare District/Hospital has completed a Compliance Program to assure compliance with laws and regulations. All agents of Bear Valley Community Healthcare District/Hospital are therefore expected to comply with the policies of the Compliance Program.

At a minimum, all agents are expected to:

- Be aware of those procedures which affect the agent and which are necessary to implement the Compliance Program, including the mandatory duty of all agents to report actual or possible violations of fraud and abuse laws and regulations; and
- Understand and adhere to standards, especially those which relate to the agent's functions for or on behalf of the Healthcare District/Hospital.

B. Failure to follow the standards of Bear Valley Community Healthcare District's/Hospital's Compliance Programs (including the duty to report misconduct) may be considered to be a violation of the agent's arrangement with the Healthcare District/Hospital and may be grounds for action by Bear Valley Community Healthcare District/Hospital, including termination of the relationship.

SECTION VI. TERM

This Agreement is effective for two years from the Effective Date unless District or Physician terminates this Agreement early pursuant to Section VII of this Agreement.

SECTION VII. EARLY TERMINATION

A. District may terminate this Agreement immediately upon written notice to Physician in the event that:

1. Physician's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
2. Physician's medical staff privileges at the Hospital are in any way suspended, revoked, or otherwise restricted;
3. Physician's failure to comply with the standards of the Bear Valley Community Healthcare District Compliance Program to the extent that such failure results in material fine and or sanction from Medicare or MediCal Program.

B. Either party may terminate this Agreement for material default, provided that the non-defaulting party shall give written notice of the claimed default, and the other party shall have thirty (30) days to correct such performance, failing which, this Agreement may thereafter be immediately terminated by the non-defaulting party.

C. Either party may terminate this Agreement, without cause, by providing the other party sixty (60) days prior written notice.

D. TERMINATION WITHIN FIRST TWELVE (12) MONTHS. If this Agreement is terminated, with or without cause, during the first twelve (12) months of the term, the parties shall not enter into any new agreement or arrangement during the remainder of such twelve (12) month period for similar services.

SECTION VIII. CONFIDENTIALITY

Physician shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the patient in writing, any patient or medical record information regarding Hospital and/or District patients, and Physician shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of Hospital and its Medical Staff, regarding the confidentiality of such information from Hospital and/or District patients receiving treatment of any kind, including treatment for alcohol and drug abuse. Physician is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records as codified at 42 C.F.R. Chapter 1, Part 2, enacted pursuant to 42 U.S.C. 290ee, and agrees to be separately bound by a Business Associate Agreement drafted pursuant to HIPAA as set forth in Public Law 104-191, as codified at 42 U.S.C. 1301 et seq.

SECTION IX. ASSIGNMENT

Physician shall not assign, sell, or otherwise transfer this Agreement or any interest in it without consent of District.

SECTION X. NOTICES

The notice required by this Agreement shall be effective on the day personally served, or two (2) business days after the notice is deposited with the United States Postal Service for collection, with postage thereon fully prepaid, and addressed as follows:

Hospital: John P. Friel, Chief Executive Officer
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
P. O. Box 1649
Big Bear Lake, CA 92315

Physician: Jeffrey Orr, M.D.
PO Box 207
Fawnskin, CA 92333

SECTION XI. PRE EXISTING AGREEMENT

This Contract replaces and supersedes any and all prior arrangements or understandings by and between Hospital and Physician with regard to the subject matter hereof.

SECTION XII. HOSPITAL NOT PRACTICING MEDICINE

This Agreement shall in no way be construed to mean or suggest that Hospital is engaged in the practice of medicine.

SECTION XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement, both written and oral, between the parties, and all prior or contemporaneous agreements respecting the subject matter hereof, whether written or oral, express or implied, are suppressed. This Agreement may be modified only by written agreement signed by both of the parties.

SECTION XIV. SEVERABILITY

The non-enforceability, invalidity, or illegality of any provision to this Agreement shall not render the other provisions unenforceable, invalid or illegal.

SECTION XV. GOVERNING LAW

This Agreement shall be governed under the laws of the State of California. In the event of any dispute arising between the parties arising out of or related to this Agreement, the parties agree that such dispute shall be settled by binding arbitration, pursuant to the rules of the American Arbitration Association, San Bernardino County.

SECTION XVI. REFERRALS

The parties acknowledge that none of the benefits granted to Physician is conditioned on any requirement that Physician make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital. The parties further acknowledge that Physician is not restricted from establishing staff privileges at, referring any service to, or otherwise generating any business for any other facility of Physician's choosing.

SECTION XVII. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

The parties are prohibited from engaging in any discriminatory, harassing, or retaliatory conduct, and Physician agrees to fully comply with all applicable local, state and federal anti-discrimination and employment-related regulations and laws.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATE AND YEAR SET FORTH BELOW.

Dated: _____

By: _____
Peter Boss, Board President
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____

By: _____
Jeffrey Orr, M.D.
PO Box 207
Fawnskin, CA 92333

EXHIBIT A

PHYSICIAN DEPARTMENT DIRECTOR MONTHLY ADMINISTRATION SERVICES LOG

Medical Director of the Wound Care Program

Month of: _____, 20

Meeting Attendance:

- Medical Executive Committee Attendance _____ Present _____ Absent
- Quarterly Department Status Report to MED _____ Yes _____ No

Department Supervision/Administration:

	<u>Hours</u>	<u>Comments</u>
➤ Department Clinical Direction/Personnel Supervision	_____	
➤ Department Quality Improvement Activity	_____	
➤ Department Utilization Review	_____	
➤ Presentation/Participation Continuing Education Activity	_____	
➤ Other (Department policy/procedure development, equipment needs evaluation, risk management)	_____	

TOTAL Department

1) Supervision/Administration Hours _____

Physician Signature

Date

CEO Signature

Date



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PHYSICIAN AGREEMENT FOR SERVICES AT THE RURAL HEALTH CLINICS
WITH
STEVEN M. KNAPIK, D.O.**

THIS PHYSICIAN AGREEMENT ("Agreement") is made and entered into as of the 1ST day of February 2021 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Steven M. Knapik, D.O. ("Physician").

RECITALS

WHEREAS, Hospital is the owner and operator of a general acute care hospital located in Big Bear Lake, California. Hospital has a federally approved hospital-based 95-210 Rural Health Clinic located at two sites known as the Family Health Center and the Rural Health Clinic ("the Clinics"), under which Hospital may contract with physicians and physician extenders to provide medical treatment to the Clinics' patients.

WHEREAS, Physician is licensed by the Osteopathic Medical Board of California to practice medicine and is qualified to perform medical services for the Hospital.

WHEREAS, Hospital desires to retain the services of Physician to provide professional medical services, and Physician desires to so contract with Hospital to furnish those services.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and promises contained herein, as well as other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

- A. SERVICES. During the term of this Agreement, Physician agrees to the following:
1. Physician shall provide part-time professional medical services at the Clinics, practicing a minimum of four (4) hours per week and/or as needed.
 2. Physician shall maintain medical records for all patients consistent with standard industry practices and shall provide such other record keeping and administrative services as may be reasonably requested by Hospital. All medical records remain the property of the Hospital.
 3. Physician shall cooperate with any quality management and utilization management programs instituted by Hospital.

B. ACCESS TO BOOKS AND RECORDS. If the value or cost of Services rendered to Hospital pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Physician agrees as follows:

1. Until the expiration of four (4) years after the furnishing of such Services, Physician shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Secretary's duly-authorized representative, the Comptroller General, or the Comptroller General's duly-authorized representative, such books, documents and records as may be necessary to certify the nature and extent of the cost of such Services; and
2. If any such Services are performed by way of subcontract with another organization and the value or cost of such subcontracted services is Ten Thousand Dollars (\$10,000.00) or more over a twelve-month (12) period, such subcontract shall contain, and Physician shall enforce, a clause to the same effect as subparagraph 1. immediately above.

The availability of Physician's books, documents, and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary by regulation. The provisions of subparagraphs 1. and 2. of Section I.B. shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

C. Physician will not carry out any of the duties of the Agreement through a subcontract.

D. ETHICS. In performing services under this Agreement, Physician shall use his best and most diligent efforts and professional skills; perform professional supervisory services; render care to patients in accordance with and in a manner consistent with the high standards of medicine; conduct himself in a manner consistent with the principles of medical ethics promulgated by the American Osteopathic Association; and comply with the Hospital's rules and regulations.

E. In respect to Physician's performance of Physician's professional duties, the Hospital shall neither have nor exercise control or direction over the specific methods by which Physician performs Physician's professional clinical duties. The Hospital's sole interest shall be to ensure that such duties are rendered in a competent, efficient and satisfactory manner.

F. Physician recognizes that the professional reputation of the Hospital is a unique and valuable asset. Physician shall not make any negative, disparaging or unfavorable comments regarding the Hospital or any of its owners, officers and/or employees to any person, either during the term of this Agreement or following termination of this Agreement.

G. NOTIFICATION OF CERTAIN EVENTS. Physician shall notify Hospital in writing within three (3) business days after the occurrence of any one or more of the following events:

1. Physician's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
2. Physician becomes the subject of any suit, action or other legal proceeding arising out of Physician's professional services;
3. Physician is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

4. Physician becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;
5. Physician becomes incapacitated or disabled from practicing medicine;
6. Any act of nature or any other event occurs which has a material adverse effect on Physician's ability to perform the Services under this Agreement;
7. Physician changes the location of his offices;
8. Physician is charged with or convicted of a criminal offense; or
9. Physician is debarred, suspended or otherwise excluded from any federal and/or state health care payment program by action of the Office of Inspector General of the Department of Health and Human Services or Medi-Cal Office, or by any equivalent or coordinating governmental agencies.

H. COORDINATION OF SERVICES. Physician shall cooperate with Hospital, through its Chief Executive Officer, in connection with providing the Services.

SECTION II. REPRESENTATIONS AND WARRANTIES

Physician represents and warrants to Hospital, upon execution and throughout the term of this Agreement as follows:

- A. Physician is not bound by any agreement or arrangement which would preclude Physician from entering into or from fully performing the services required under this Agreement;
- B. Physician's license to practice medicine in the State of California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action or made subject to terms of probation or any other restriction;
- C. Physician's medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action or restricted in any way;
- D. Physician shall perform the services required hereunder in accordance with: (1) all applicable federal, state and local laws, rules and regulations; (2) all applicable standards of care of relevant accrediting organizations; and (3) all applicable Bylaws, Rules and Regulations of Hospital and its Medical Staff;
- E. Physician has not in the past conducted, and is not presently conducting, Physician's medical practice in such a manner as to cause Physician to be suspended, excluded, barred or sanctioned under the Medicare or Medi-Cal Programs or any government licensing agency, and has never been convicted of an offense related to health care or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation;
- F. Physician has, and shall maintain throughout the term of this Agreement, an unrestricted license to practice medicine in the State of California and staff membership privileges at Hospital.
- G. Physician has disclosed, and will at all times during the term of this Agreement promptly disclose, to the Hospital: (1) the existence and basis of any legal, regulatory, professional or other proceeding against Physician instituted by any person, organization, governmental agency, health care facility, peer review organization, or professional society which involves any allegation of substandard care or professional misconduct raised against Physician; and (2) any allegation of substandard care or professional

misconduct raised against Physician by any person, organization governmental agency, health care facility, peer review organization or professional society;

- H. Physician agrees to promptly disclose any change to the status of his license to practice medicine or any changes the status of any privileges Physician may have at any other health care facility; and,
- I. Physician shall deliver to the Hospital promptly, upon request, copies of all certificates, registrations, certificates of insurance and other evidence of Physician's compliance with the foregoing, as reasonably requested by the Hospital.
- J. Physician shall participate in all government and third-party payment or managed care programs in which Hospital/Clinic participates, render services to patients covered by such programs, and accept the payment amounts provided for under these programs as payment in full for services of Physician to Hospital/Clinic's patients. If Hospital/Clinic deems it advisable for Physician to contract with a payer with which Hospital/Clinic has a contract, Physician agrees in good faith to negotiate a contractual agreement equal to the reasonable prevailing reimbursement rates for internists/hospitalists within the geographic area of Hospital/Clinic.

SECTION III. INDEMNIFICATION OF LIABILITY.

Physician agrees to indemnify, defend and hold harmless Hospital and its governing board, officers, employees and agents from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits and costs and expenses related thereto (including reasonable attorney's fees), which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), alleged to be caused by or arising from: (1) the negligent or intentional acts, errors, or omissions of Physician; (2) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of Physician; (3) the use of any copyrighted materials or patented inventions by Physician; or (4) Physician's breach of its warranties or obligations under this Agreement. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

SECTION IV. INDEPENDENT CONTRACTOR.

In performing the services herein specified, Physician is acting as an independent contractor and shall not be considered an employee of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Physician shall be liable for Physician's own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor, Physician is responsible for filing such tax returns and paying such self-employment taxes as may be required by law or regulations.

SECTION V. COMPENSATION.

At the end of each month, Physician shall submit to Hospital Administration a completed time sheet of time spent in the Family Health Clinic seeing patients. Upon receipt of completed and signed provider time sheet for services rendered under this Agreement, Hospital shall pay Physician, as for sole compensation hereunder, on a fee per visit basis at \$75.00 (Seventy-Five Dollars) per visit. A billable visit is a face to face encounter where services are rendered at a level that justifies a clinic charge of 99201 or higher for a new patient, or 99212 or higher for an

established patient, or 99381 or higher for a preventative medicine visit. "No charge/courtesy" visits are not eligible for provider payment. Hospital will provide Physician a list of patients seen per Hospital records that supports the payment made to Physician. All patient billings for Physician services remain the property of Hospital. Monthly payments to Physician shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.

SECTION VI. COMPLIANCE.

- A. Hospital is committed to compliance with all billing and claims submission, fraud and abuse laws and regulations. In contracting with Hospital, physician agrees to act in compliance with all laws and regulations. Hospital has completed a Compliance Program to assure compliance with laws and regulations. Physician is therefore expected to comply with the policies of the Hospital Compliance Program.

At a minimum, Physician is expected to:

1. Be aware of those procedures which affect the physician and which are necessary to implement the Compliance Program, including the mandatory duty of Physician to report actual or possible violations of fraud and abuse laws and regulations; and,
2. Understand and adhere to standards, especially those which relate to the Physician's functions for or on behalf of the District/Hospital.

- B. Failure to follow the standards of Hospital's Compliance Programs (including the duty to report misconduct) may be considered to be a violation of the Physician's arrangement with the Hospital and may be grounds for action by Hospital, including termination of the relationship.

SECTION VII. TERM.

This Agreement is effective from February 1, 2021 to January 31, 2023; however this Agreement is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

- A. Hospital may terminate this Agreement with or without cause or immediately in the event that:
1. Physician's license to practice medicine is suspended, revoked, terminated or otherwise restricted;
 2. Physician's medical staff privileges at the Hospital, or any other healthcare facility, are in any way suspended, revoked or otherwise restricted;
 3. Medicare and/or Medi-Cal significantly changes the RHC program;
 4. Hospital fails to maintain RHC status;
 5. Physician Services Agreement is terminated or expires;
 6. Physician's failure to comply with the standards of the Hospital's Compliance Program to the extent that such failure results in material fine and or sanction from Medicare or Medi-Cal Program;
 7. Physician breaches any material term of this Agreement;
 8. Physician fails to complete medical records in a timely fashion;
 9. Physician fails to maintain the minimum professional liability insurance coverage;
 10. Physician inefficiently manages patients and such inefficient management has not been cured after 30 days written notice from the Hospital;
 11. Physician's inability to work with and relate to others, including, but not limited to patients and ancillary staff, in a respectful, cooperative and professional manner and such inability has not been cured after 30 days written notice from the Hospital;

12. Physician is unable to provide medical services under the terms of this Agreement due to a physical or mental disability;
13. Physician becomes impaired by the use of alcohol or the abuse of drugs;
14. Physician is convicted of any criminal offense, regardless of whether such action arose out of Physician's provision of professional services;
15. Physician commits any act of fraud, as determined by reasonable discretion of the Board, whether related to the Physician's provision of professional services or otherwise; or
16. A mutual written agreement terminating this Agreement is entered into between the Hospital and Physician.

B. Either party may terminate this Agreement for material breach, provided that the non-defaulting party shall give written notice of the claimed default and the other party shall have 30 days to cure such performance, failing which, this Agreement may thereafter be immediately terminated by the non-defaulting party.

C. Either party may terminate this Agreement, without cause, by providing the other party sixty (60) days prior written notice.

D. **EFFECT OF TERMINATION.** In the event that this Agreement is terminated for any reason, Physician shall be entitled to receive only the amount of compensation earned prior to the date of termination.

E. **TERMINATION WITHIN FIRST TWELVE (12) MONTHS.** If this Agreement is terminated, with or without cause, during the first twelve (12) months of the term, the parties shall not enter any new agreement or arrangement during the remainder of such twelve (12) month period.

SECTION IX. CONFIDENTIALITY.

Physician shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the patient in writing, any patient or medical record information regarding Hospital patients (including Family Health Center patients) and Physician shall comply with all federal and state laws and regulations, and all rules, regulations and policies of Hospital and its Medical Staff regarding the confidentiality of such information from Hospital or Family Health Center patients receiving treatment of any kind, including treatment for alcohol and drug abuse. Physician is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records as codified at 42 C.F.R. Chapter 1, Part 2, enacted pursuant to 42 U.S.C. 290ee, and agrees to be separately bound by a Business Associate Agreement drafted pursuant to HIPAA, as set forth in Public Law 104-191, as codified at 42 U.S.C. 1301 et. seq.

SECTION X. INSURANCE.

Physician shall keep continuously in force during the entire term of this agreement a claims made professional liability insurance policy with minimum limits of liability of \$1,000,000 per occurrence and 3,000,000 in the aggregate covering physician for the professional services provided under this agreement. Physician will provide District with evidence of coverage as stated above, showing professional liability coverage. Physician will provide District with no less than 30 days advance written notice of any coverage changes or cancellation of the policy. All professional liability coverage must meet the requirements of the medical staff and medical staff bylaws. The coverage required by this section shall be either on an occurrence basis or on a claims made basis. If the coverage is on a claims made basis, not less than 30 days prior to the termination of Physician's claims made coverage, Physician shall be obligated to provide

evidence to District of continued coverage for claims which arise from Physician's services either by (i) evidence of continued effect of a claims made policy which provides coverage for all claims arising out of incidents occurring prior to termination of such coverage, or(ii) evidence of an extended reporting period endorsement or "tail insurance" for all claims arising out of incidents occurring prior to termination of such coverage, and shall provide the District with a certificate evidencing such tail or retroactive coverage.

SECTION XI. ASSIGNMENT.

Physician shall not assign, sell, or otherwise transfer his/her Agreement or any interest in it without written consent of Hospital.

SECTION XII. NOTICES.

The notice required by this Agreement shall be effective if mailed, one (1) business day after the day on which the notice was sent via overnight mail, addressed as follows:

Hospital: John Friel, Chief Executive Officer
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Physician: Steven M. Knapik, D.O.
P.O. Box 7007
Big Bear Lake, CA 92315

SECTION XIII. PRE EXISTING AGREEMENT.

With an exception for Physician's Hospitalist, Chief of Staff, and Director of Clinic Agreement (s), this Agreement replaces and supersedes any and all prior arrangements or understandings by and between Hospital and Physician with regard to the subject matter hereof.

SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.

This Agreement shall in no way be construed to mean or suggest that Hospital is engaged in the practice of medicine.

SECTION XV. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement, both written and oral, between the parties, and all prior or contemporaneous agreements respecting the subject matter hereof, whether written or oral, express or implied, are suppressed. This Agreement may be modified only by written agreement signed by both of the parties.

SECTION XVI. SEVERABILITY.

The non-enforceability, invalidity or illegality of any provision to this Agreement shall not render the other provisions unenforceable, invalid or illegal.

SECTION XVII. GOVERNING LAW.

This Agreement shall be governed under the laws of the State of California. In the event of any dispute arising between the parties arising out of or related to this Agreement, the parties agree that such dispute shall be settled by binding arbitration, pursuant to the rules of the American Arbitration Association, San Bernardino County.

SECTION XVIII. REFERRALS.

The parties acknowledge that none of the benefits granted Physician is conditioned on any requirement that Physician make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital. The parties further acknowledge that Physician is not restricted from establishing staff privileges at, referring any service to, or otherwise generating any business for any other facility of Physician's choosing.

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

The parties are prohibited from engaging in any discriminatory, harassing, or retaliatory conduct, and Physician agrees to fully comply with all applicable local, state and federal anti-discrimination and employment-related regulations and laws.

SECTION XXI. HIPAA BUSINESS ASSOCIATE AGREEMENT.

The parties have concurrently with the execution of this Agreement, executed Exhibit A entitled HIPAA Business Associates Agreement, which Exhibit is attached hereto and incorporated herein by reference.

In Witness Whereof, the parties have executed this Agreement as of the first date written above.

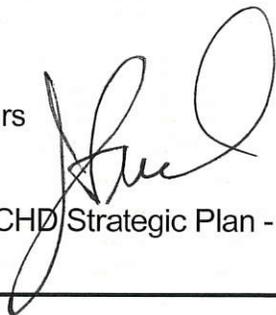
Dated: _____ **By:** _____
Peter Boss, MD, Board President
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____ **By:** _____
Steven M. Knapik, D.O.
P.O. Box 7007
Big Bear Lake, CA 92315



Recommendation for Action

Date: January 7, 2021
To: Board of Directors
From: John Friel, CEO
Re: 2021 – 2023 BVCHD Strategic Plan - Final



After many months in development the 2021-2023 Strategic Plan is ready for your approval.

We have achieved the 3 page placemat model which is attached for your review; the additional 72 page document of back up material will always be available in the Administration Office and can be sent via electronic copy or a hard copy can be made available for you at your request.

Thank you for your support and time in developing this important document. We plan to review it quarterly at Board Meetings using the "Placemat Document" and of course as necessary at the Planning & Facilities Committee Meeting.

2021 – 2023 STRATEGIC PLAN



Vision	<i>It is our vision to be the premier provider of emergency medical and healthcare services in our Big Bear Valley.</i>
Mission	<i>It is our mission to deliver the highest quality of healthcare to the residents of and visitors to Big Bear Valley through the most effective use of available resources.</i>
Values	•Integrity •Compassion •Accountability •Respect •Excellence

Strategic Priorities and Objectives

1. Culture Advancement	2. Community Engagement	3. Medical Staff Development	4. Payer Relationships	5. Programs & Services Growth
<p><i>Align internal staff around organizational focus</i></p> <ul style="list-style-type: none"> ▶ 1.1 MVV Validation ▶ 1.2 Advance clinical quality ▶ 1.3 Workforce development ▶ 1.4 Leadership development and accountability ▶ 1.5 Inter-departmental relationships 	<p><i>Engage local population in managing health and wellness</i></p> <ul style="list-style-type: none"> ▶ 2.1 Educate community on value of BVCHD ▶ 2.2 Public relations and business development ▶ 2.3 Targeted community outreach ▶ 2.4 Prevention and wellness 	<p><i>Grow local access to specialties through provider relationships</i></p> <ul style="list-style-type: none"> ▶ 3.1 Develop recruitment plans ▶ 3.2 Determine desired provider alignment ▶ 3.3 Growth of medical residency/future healthcare worker 	<p><i>Align payer contracts to be inclusive of broader community</i></p> <ul style="list-style-type: none"> ▶ 4.1 Develop managed care plan participation ▶ 4.2 Expand local access ▶ 4.3 Evaluate local business alignment opportunities 	<p><i>Develop targeted services to keep care local</i></p> <ul style="list-style-type: none"> ▶ 5.1 Surgical services model ▶ 5.2 Urgent Care services ▶ 5.3 ED standard of care ▶ 5.4 Behavioral health programming ▶ 5.5 Specialty care development ▶ 5.6 Virtual Health platform

Facility Seismic Update

Additional Tactical Detail on Reverse

2021 – 2023 STRATEGIC PLAN



Facility Seismic Update
– Current Progress:



No.	Objectives	Tactics	Metric	Year		
				2021	2022	2023
Culture Advancement						
1.1	Mission, Vision, Values validation	•Evaluate MVV to reflect current organizational priorities, capabilities and focus	•MVV decision/changes			
1.2	Advance clinical quality	•Promote quality and patient safety through achieving validation of BETA and ED quest programs that promote focus on culture of safety	•Quality performance			
1.3	Workforce development	•Position BVCHD as “best place to work” through culture of recognition, growth and development opportunities, and educational offerings	•Employee retention			
1.4	Leadership development and accountability	•Initiate leadership succession planning for key organizational leaders to ensure continued high performance •Implement leadership development and training for mid-level managers to grow talent from within	•Succession plan •Employee retention			
1.5	Interdepartmental relationships	•Promote cross-departmental problem-solving and communication to breakdown siloes and reduce workarounds from inefficient processes	•Employee engagement			
Community Engagement						
2.1	Educate community on value of BVCHD	•Drive awareness of BVCHD services and expertise through targeted marketing built around access and recognized high-quality healthcare •Engage patient-family advisory committee brand ambassadors to highlight benefits of healthcare services available at BVCHD	•New patient capture •New patient capture			
2.2	Public relations and business development	•Establish role to build relationships with providers, payers, other facilities, and the broader community, including marketing services to promote referrals and opening doors for additional payer contracting	•Role creation			
2.3	Targeted community outreach	•Develop outreach and education for the community, including presence at seasonal events and organizations that represent in-roads into the local community (e.g., Rotary, Soroptimist, School District) •Deploy occupational health offering to employers throughout the hospital district	•# of outreach programs •Creation of program			
2.4	Prevention and wellness	•Provide screenings and disease management for diabetes, obesity, cardiovascular diseases, communicable diseases, and other health needs	•# of screenings/participants			
Medical Staff Development						
3.1	Develop recruitment plans	•Create medical staff development plan to guide provider recruitment	•Med staff plan			
3.2	Determine desired provider alignment	•Determine desired independent provider alignment across the region to drive referral growth and local offerings (IPAs, Riverside)	•Specialties offered			
3.3	Growth of medical residency/future healthcare worker	•Grow healthcare workforce through programs with local schools for training, volunteering, and medical residency opportunities	•# of programs			
Payer Relationships						
4.1	Develop managed care plan participation	•Foster relationships with key payer networks, including Kaiser plans, Heritage, and IEHP •Include plans covered by employee health	•# of relationships •# of relationships			
4.2	Expand local access	•Define local access strategy (ED, UCC, clinics) and services required to support across the care continuum (outpatient settings and inpatient care) with available health plans and customer expectations	•Access points			
4.3	Evaluate local business alignment	•Partner with local employers to identify needs and support growth of occupational health	•# of partnerships			
Programs & Services Growth						
5.1	Surgical services model	•Stabilize and grow surgical services model	•OP surgery volumes			
5.2	Urgent care services	•Develop complement of services for UCC that support greater in-roads into commercially insured population and visiting tourists	•Urgent care volumes			
5.3	ED standard of care	•Continue to improve ED throughput, continuity of care, and referral management	•ED quality and volumes			
5.4	Behavioral health programming	•Address area needs through IP detox unit development and continued substance abuse navigation, opioid stewardship, and MAT programs	•Business plan			
5.5	Specialty care development	•Invest in diagnostic/therapeutic services to support specialists, including testing, imaging, therapy for Cardiology, Orthopedics, wound care, and substance abuse •Explore development of infusion service to meet community need	•Service line volumes •Business plan			
5.6	Virtual health platform	•Develop virtual platform to align with consumer preferences to self-direct care and allow for growth in telemedicine capabilities	•Virtual platform			

2021 – 2023 STRATEGIC PLAN



Facility Seismic Update –
Current Progress:



No.	Objectives	Tactics	Metric	Year			Status
				2021	2022	2023	
Culture Advancement							
1.1	Mission, Vision, Values validation	•Evaluate MVV to reflect current organizational priorities, capabilities and focus	•MVV decision/changes				●
1.2	Advance clinical quality	•Promote quality and patient safety through achieving validation of BETA and ED quest programs that promote focus on culture of safety	•Quality performance				●
1.3	Workforce development	•Position BVCHD as “best place to work” through culture of recognition, growth and development opportunities, and educational offerings	•Employee retention				●
1.4	Leadership development and accountability	•Initiate leadership succession planning for key organizational leaders to ensure continued high performance •Implement leadership development and training for mid-level managers to grow talent from within	•Succession plan •Employee retention				●
1.5	Interdepartmental relationships	•Promote cross-departmental problem-solving and communication to breakdown siloes and reduce workarounds from inefficient processes	•Employee engagement				●
Community Engagement							
2.1	Educate community on value of BVCHD	•Drive awareness of BVCHD services and expertise through targeted marketing built around access and recognized high-quality healthcare •Engage patient-family advisory committee brand ambassadors to highlight benefits of local care	•New patient capture •New patient capture				●
2.2	Public relations and business development	•Establish role to build relationships with providers, payers, other facilities, and the broader community, including marketing services to promote referrals and opening doors for additional payer contracting	•Role creation				●
2.3	Targeted community outreach	•Develop outreach and education for the community, including presence at seasonal events and organizations that represent in-roads into the local community (e.g., Rotary, Soroptimist, School District) •Deploy occupational health offering to employers throughout the hospital district	•# of outreach programs •Creation of program				●
2.4	Prevention and wellness	•Provide screenings and disease management for diabetes, obesity, cardiovascular diseases, communicable diseases, and other health needs	•# of screenings/participants				●
Medical Staff Development							
3.1	Develop recruitment plans	•Create medical staff development plan to guide provider recruitment	•Med staff plan				●
3.2	Determine desired provider alignment	•Determine desired independent provider alignment across the region to drive referral growth and local offerings (IPAs, Riverside)	•Specialties offered				●
3.3	Growth of medical residency/future healthcare worker	•Grow healthcare workforce through programs with local schools for training, volunteering, and medical residency opportunities	•# of programs				●
Payer Relationships							
4.1	Develop managed care plan participation	•Foster relationships with key payer networks, including Kaiser plans, Heritage, and IEHP •Include plans covered by employee health	•# of relationships •# of relationships				●
4.2	Expand local access	•Define local access strategy (ED, UCC, clinics) and services required to support across the care continuum (outpatient settings and inpatient care) with available health plans and customer expectations	•Access points				●
4.3	Evaluate local business alignment	•Partner with local employers to identify needs and support growth of occupational health	•# of partnerships				●
Programs & Services Growth							
5.1	Surgical services model	•Stabilize and grow surgical services model	•OP surgery volumes				●
5.2	Urgent care services	•Develop complement of services for UCC that support greater in-roads into commercially insured population and visiting tourists	•Urgent care volumes				●
5.3	ED standard of care	•Continue to improve ED throughput, continuity of care, and referral management	•ED quality and volumes				●
5.4	Behavioral health programming	•Address area needs through IP detox unit development and continued substance abuse navigation, opioid stewardship, and MAT programs	•Business plan				●
5.5	Specialty care development	•Invest in diagnostic/therapeutic services to support specialists, including testing, imaging, therapy for Cardiology, Orthopedics, wound care, and substance abuse •Explore development of infusion service to meet community need	•Service line volumes •Business plan				●
5.6	Virtual health platform	•Develop virtual platform to align with consumer preferences to self-direct care and allow for growth in telemedicine capabilities	•Virtual platform				●

● Not Started ● In Progress ● Complete

UPDATED 1-5-21



CNO Monthly Report

TOPIC	UPDATE
1. Regulatory	<ul style="list-style-type: none"> ▪ CMS gave notice that there will be penalties for non-compliance with COVID-19 daily reporting. Infection Preventionist to ensure all data fields are complete by 12:00pm each day. ▪ CDPH 5000a Emergency Program Flex submitted and approved for expanded nurse staffing ratios. ▪ CDPH 5000a Emergency Program Flex submitted and approved for space utilization ▪ CDPH 5000a Emergency Program Flex submitted for nursing documentation-charting by exception only. Waiting on approval.
2. Budget/Staffing	<ul style="list-style-type: none"> ▪ One current RN has been put into a COVID unit manager position. ▪ Hiring RNs and LVNs and recruiting travel nurses to staff up to 10-14 COVID unit beds ▪ Increased call in bonus and offering COVID differentials to encourage staff to pick up shifts ▪ Submitted request to ICEMA and CDPH for RN/ LVN Nurse Corps ▪ Staffing is the one of the top concerns right now.
3. Departmental Reports	
<ul style="list-style-type: none"> ▪ Emergency Department 	<ul style="list-style-type: none"> ▪ All of the licensed beds in the Emergency Department have been converted to COVID beds. ▪ One hallway of rooms on the SNF unit has been converted to COVID beds. ▪ The hallways and main conference room are being utilized to treat low-moderate acuity ED patients that are non-COVID. The recovery room is being utilized to treat critical care non-COVID patients.
<ul style="list-style-type: none"> ▪ Acute 	<ul style="list-style-type: none"> ▪ In process of hiring 1 FT RN ▪ Received program manual from QHR regarding Detox program. The physician is reviewing protocols and revising them based on his practice. ▪ Working closely with Restorix to implement wound care program.
<ul style="list-style-type: none"> ▪ Skilled Nursing 	<ul style="list-style-type: none"> ▪ Successful onsite Infection Control survey completed.

	<ul style="list-style-type: none"> ▪ Many webinars/ phone calls regarding SNF COVID planning. ▪ More CDPH surveys are expected ▪ COVID testing for SNF staff is now mandated twice weekly for all staff that enter the SNF unit as of 11/25/2020. This is a major consumption of time and resources. This will stay in place until SB County is below 10% positivity rate. We will monitor this closely. ▪ Staffing ratios adjusted per productivity recommendations ▪ Dr. Norman has started his role as Medical Director ▪ SNF residents have condensed into 1 ½ hallways to make room for COVID patients. ▪ Actively participating in project Echo grant program.
<ul style="list-style-type: none"> ▪ Surgical Services 	<ul style="list-style-type: none"> ▪ Elective surgical cases have been cancelled due to COVID surge.
<ul style="list-style-type: none"> ▪ Case Management 	<ul style="list-style-type: none"> ▪ Taking on additional duties to support the acute unit, SNF RN coverage and Infection Control monitoring. ▪ Working with COVID unit manager to create processes for inpatient level of care in the ED and discharge planning for COVID patients.
<ul style="list-style-type: none"> ▪ Respiratory Therapy 	<ul style="list-style-type: none"> ▪ Alternative measures being implemented including disposable vents, and COVID compatible CPAP. ▪ RT has moved back into their original location, EKGs are still being done in the gift shop area. ▪ 2 additional vents were delivered from ICEMA ▪ Echocardiograms every Wednesday- numbers are increasing ▪ Working to acquire on site O2 tanks and concentrators to facilitate early discharge to free up beds for COVID patients
<ul style="list-style-type: none"> ▪ Physical Therapy 	<ul style="list-style-type: none"> ▪ Volumes near normal for this time of year. ▪ 1 PTA out for 2 months ▪ 1 PT out on FMLA ▪ 1 registry PTA hired to fill staffing needs ▪ 1 PT offered permanent position ▪ HEPA filter project to begin early Jan
<ul style="list-style-type: none"> ▪ Food and Nutritional Services 	<ul style="list-style-type: none"> ▪ Working with Culture of Ownership committee to host employee BBQ(s)/ Holiday events ▪ Self report to CDPH regarding kitchen food handling- variation from policy. Staff in servicing and POC in place. ▪ Working on purchase of food vending machine for afterhours/ night staff.

	<ul style="list-style-type: none"> ▪ Hosted Thanksgiving Potluck, chili cook off ▪ “anything crockpot” cook off to be held in Jan
4. Infection Prevention	<ul style="list-style-type: none"> ▪ Planning, research and education regarding COVID-19 ▪ Educating staff on PPE standards and guidelines for re-use ▪ Reporting COVID cases to Public Health and CDPH L&C ▪ Screeners are in place in front lobby, ED entrance and FHC lobby. ▪ Working with Purchasing Manager to implement Scope cleaning and maintenance program.
5. Quality Improvement	<ul style="list-style-type: none"> ▪ 2 BHPP Grant Substance Use/ Behavioral Health Navigators hired for the Emergency Department. This program has already benefited several patients and has been successful. ▪ SCORE Survey to be held in February ▪ PFAC meeting scheduled for December was postponed due to COVID surge.
6. Policy Updates	<ul style="list-style-type: none"> ▪ Nursing Admin Policies in review process.
7. Safety & Products	<ul style="list-style-type: none"> ▪ Working closely with Purchasing regarding supply & PPE shortage and alternatives.
8. Education	<ul style="list-style-type: none"> ▪ Participating in AHA remote learning BLS, PALS & ACLS program- free due to COVID- completed orientation call with AHA
9. Information Items/Concerns	<ul style="list-style-type: none"> ▪ Attending many calls related to COVID with BBFD, HASC, CHA, CDPH. ▪ Closely monitoring COVID trends/ hospital & ventilator utilization throughout the state. ▪ COVID Vaccines are being offered to staff members, staff spouses, Big Bear Fire Department, and local medical providers and their staff members. ▪ Next tier of vaccines will be given to essential workers. ▪ Working with the county regarding vaccine distribution and allocation. There is a lot of uncertainty at this point regarding the number of vaccines that we will get and when. The county has not provided community distribution guidelines yet.
<p>Respectfully Submitted by: <i>Kerri Jex, CNO</i></p> <p style="text-align: right;"><i>Date: December 31st, 2020</i></p>	

2020 Surgery Report

Dec-20		
Physician	# of Cases	Procedures
Chin - MD	1	Inguinal hernia
Busch - Podiatrist	1	Gastrocnemius recession
Busch - Podiatrist	1	Osteotomy, weil procedure, arthroplasty foot
Pautz - DO	1	Knee arthroscopy
Critel - CRNA	4	LESI
Critel - CRNA	1	B/L Hip injections
Tayani	0	Cataracts
Total	9	

Annual Total

111



CHIEF EXECUTIVE OFFICER REPORT

CEO Information:

The District Bylaws state that the Board of Directors are to complete a self-assessment and review the completed assessment at the January Board Meeting. The self-assessment is being carried out through an internet survey, provided as a member benefit by the Association of California Hospital Districts (ACHD). Please be advised that the survey should take approximately 30 minutes and needs to be completed in a timely manner. The link to the survey was emailed to all Board Members.

Due to the increase of COVID cases nationally, regionally & locally, here in the District we are strictly adhering to guidelines within our facilities, i.e. meetings, gatherings, cleaning routines etc. We are experiencing an increase in positive cases within our employee ranks and more patients are being identified as COVID positives in our ER population and our COVID wing.

We are working with San Bernardino County Health Department officials in preparing for the distribution of the COVID vaccination to hospital staff, Board members, essential workers, fire department, Auxiliary Members, and Foundation Members including spouses. At this time, we have not received a start date or additional information as to when the community can receive the vaccination.

Our Supply Chain for PPE & testing are adequate but we are concerned for future months if this surge worsens as predicted.

BVCHD was informed that we were not selected for the 2020 Rural Hospital Leadership Team Award; this year there was a lot of interest in the award. The Administration Team looks forward to submitting our application in 2021. (attachment)

I will be giving the BBL City Council an update on BCVHD COVID-19 activity at their Jan 11th meeting via ZOOM.

Our newly elected State Senator Thurston Smith has accepted our invitation to visit (virtually) BVCHD in the next few months. If you're interested in participating, please let Shelly know.



155 N. Wacker Dr.
Chicago, IL 60606
(312) 422-3000 Phone
www.aha.org

December 7, 2020

John Friel
CEO
Bear Valley Community Healthcare District
PO Box 1649
41870 Garstin Drive
Big Bear Lake, CA92315

Dear John,

Thank you for your interest in the 2020 Rural Hospital Leadership Team Award sponsored by the American Hospital Association's (AHA) Rural Health Services. This award honors the leadership team who have guided their hospital and community through transformational change on the road to health care innovation. The team will have displayed outstanding leadership and responsiveness to the community's health needs and demonstrated a collaborative community process that has led to measureable outcomes.

This year there was terrific interest in the award as evident by the number of applications we received. All applications received multiple reviews by a panel of your rural hospital colleagues. And while your application was well received, I regret to inform you that you were not selected.

Your enduring commitment to rural health care innovation and transformation is laudable and your efforts at improving quality, patient safety and access for your community is inspirational. Please accept my best wishes for your continued success and please keep me informed of the progress on your efforts.

Best regards,

A handwritten signature in black ink that reads "John T. Supplitt".

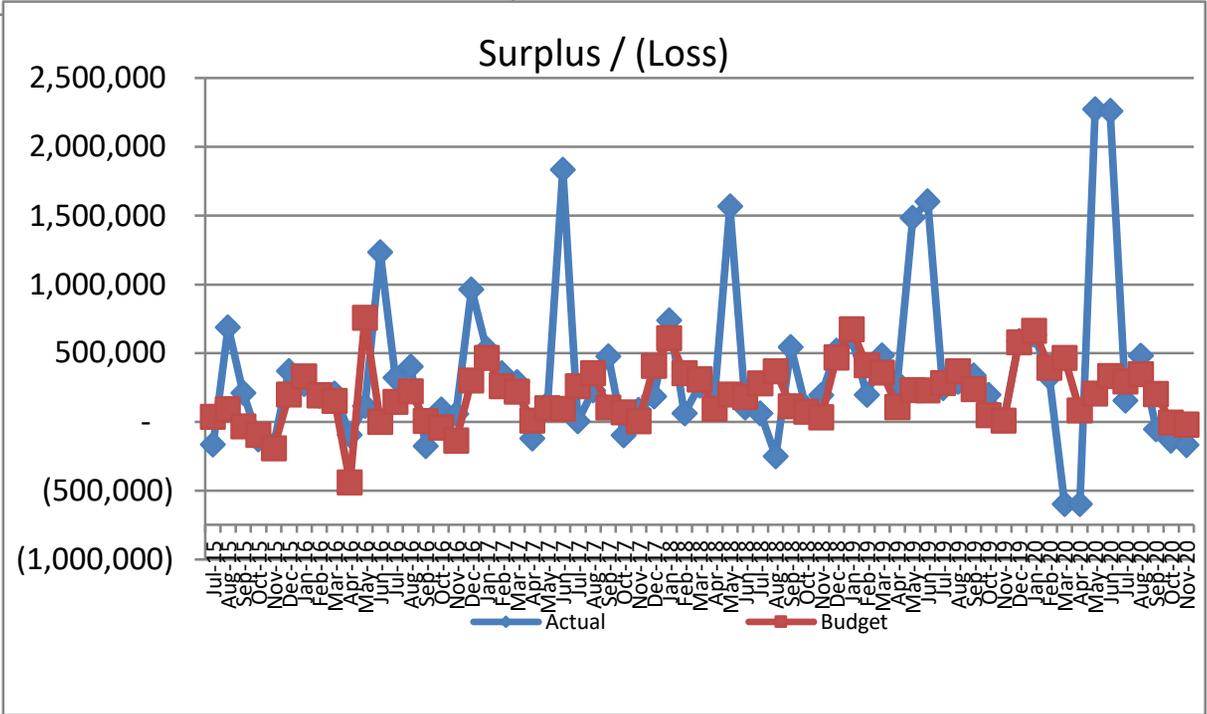
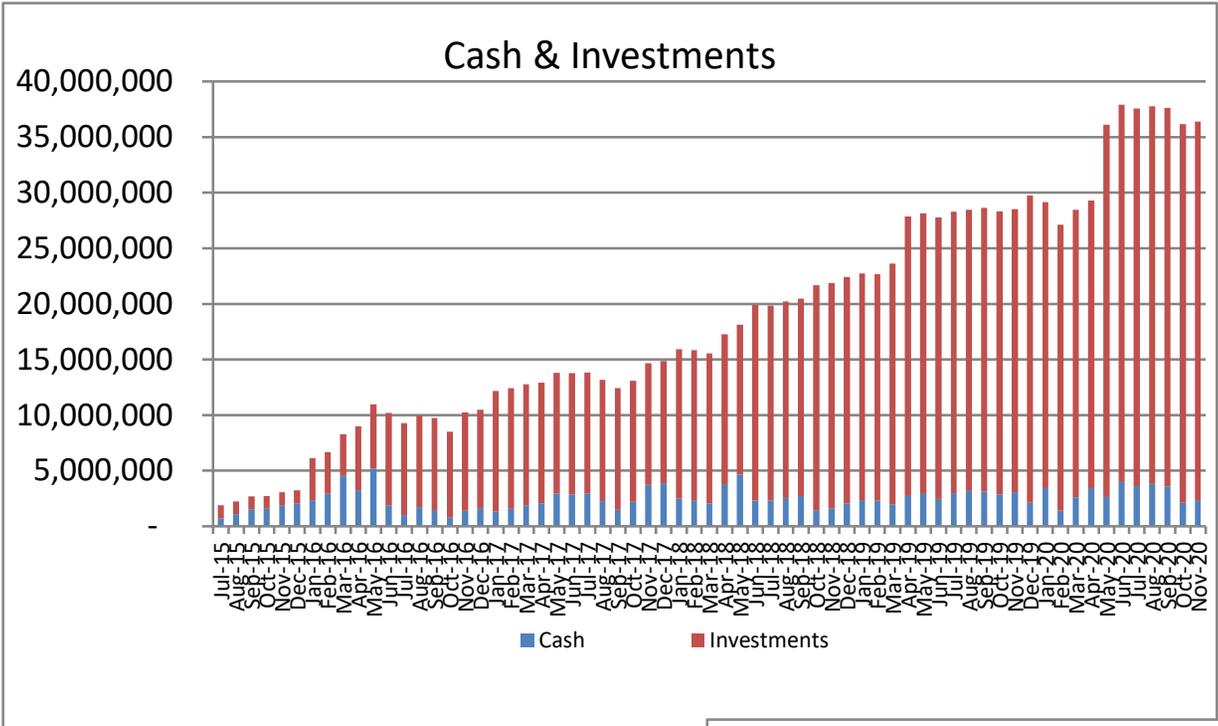
John T. Supplitt
Senior Director
AHA Section for Small or Rural Hospitals



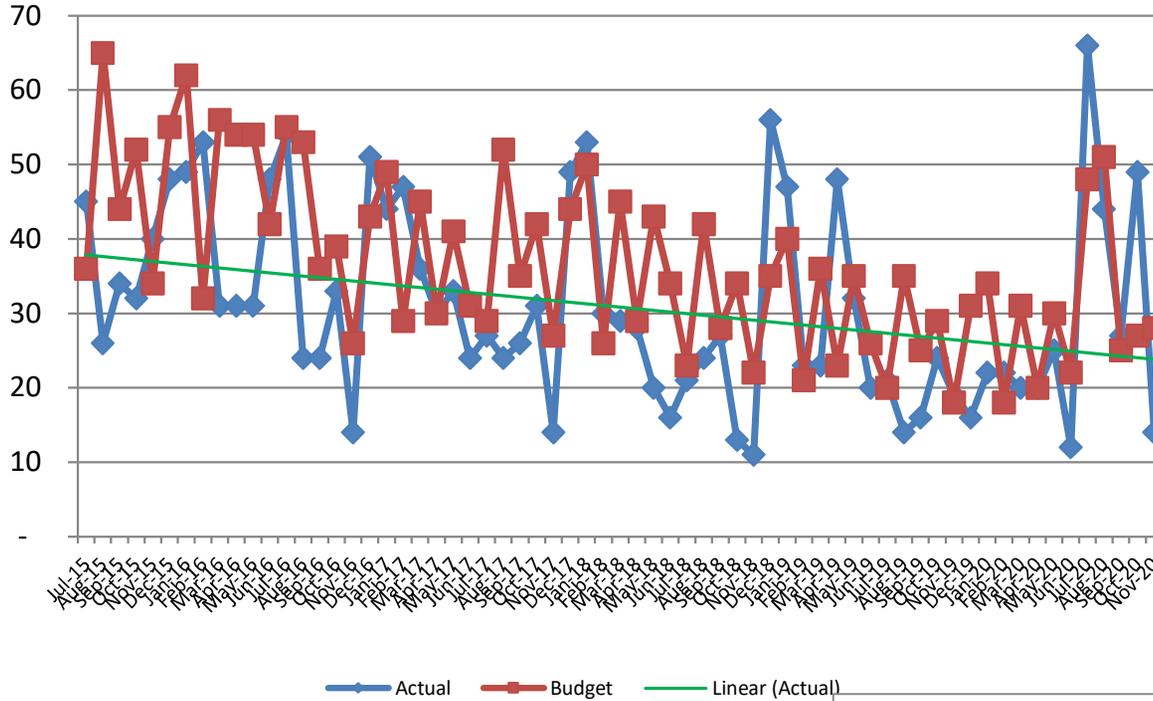
Finance Report
November 2020 Results

Summary for November 2020

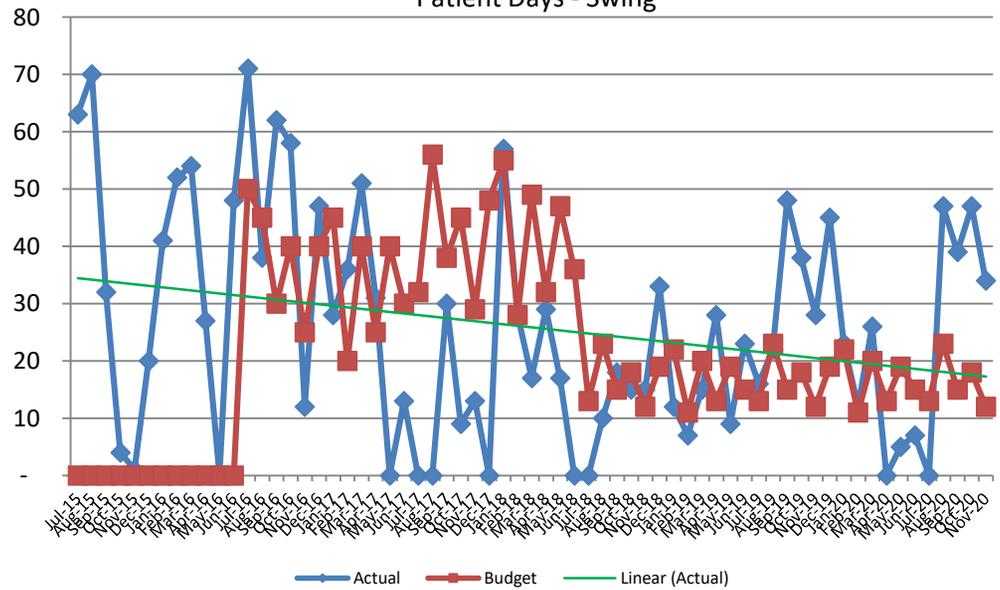
- Cash on hand \$ 2,351,238
- Investments \$34,014,745
- Days Cash on hand, including investments with LAIF – 515
- Loss of \$168,386 was \$147,152 lower than budget
- Total Patient Revenue was 3.7% higher than Budget for the month
- Net Patient Revenue was 7.2% lower than budget
- Total Expenses were 0.7% lower than budget

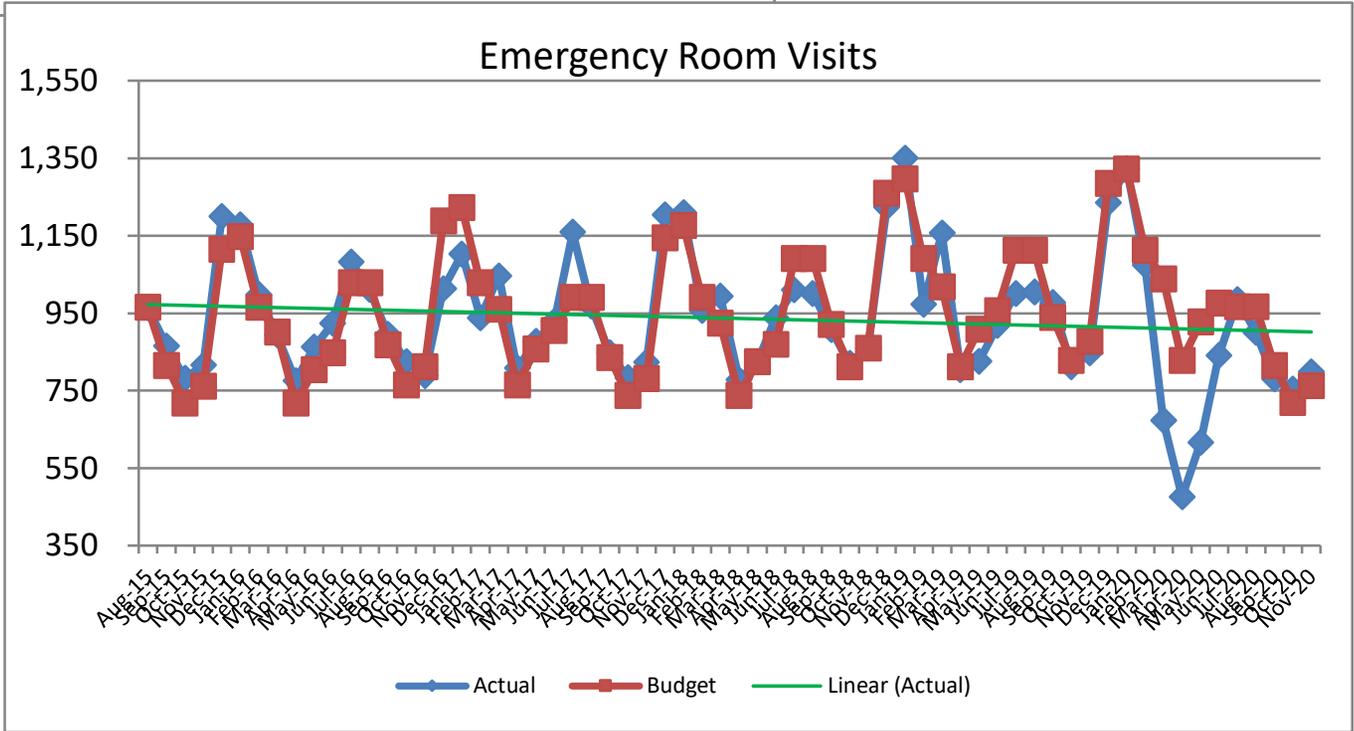
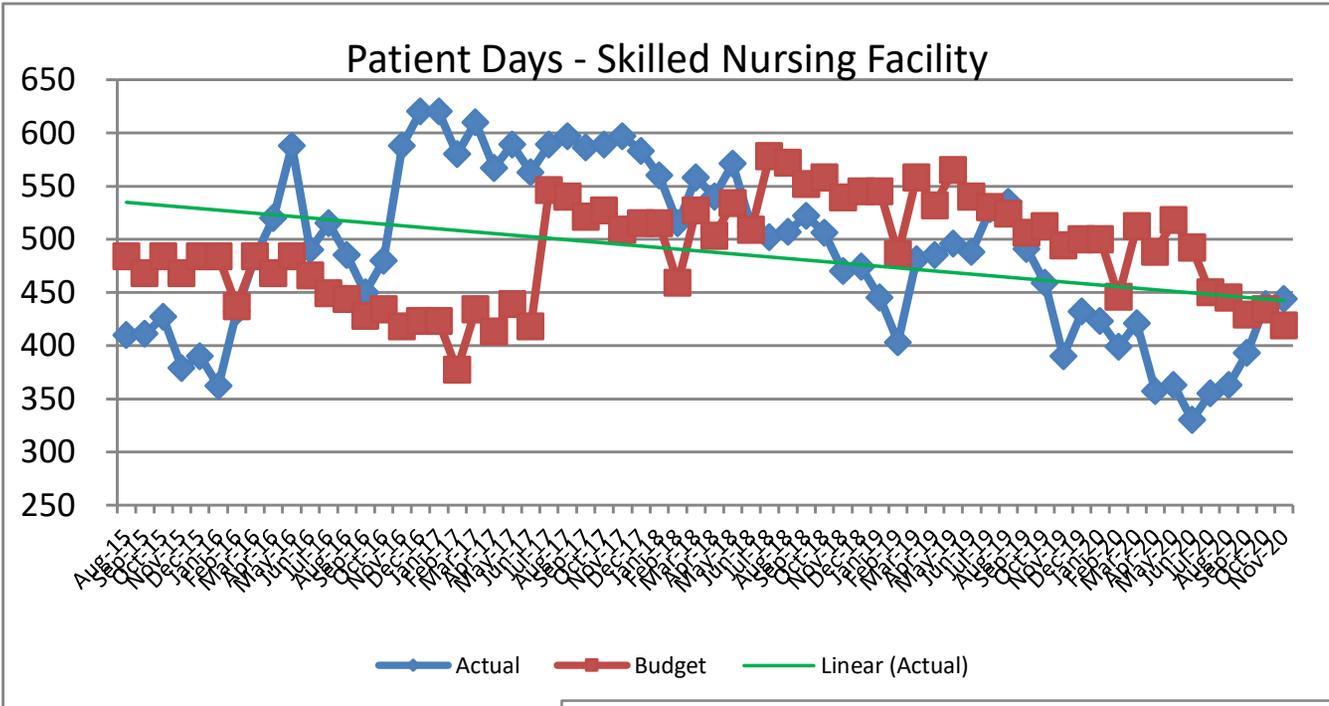


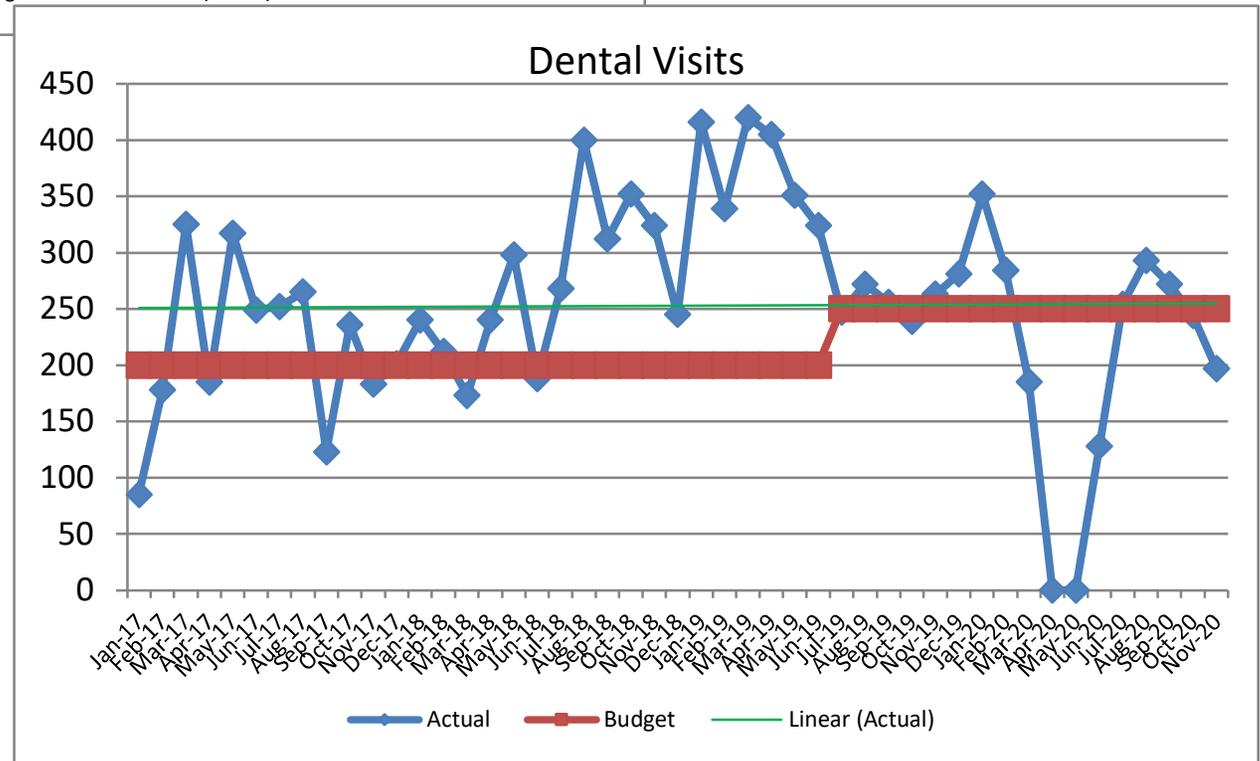
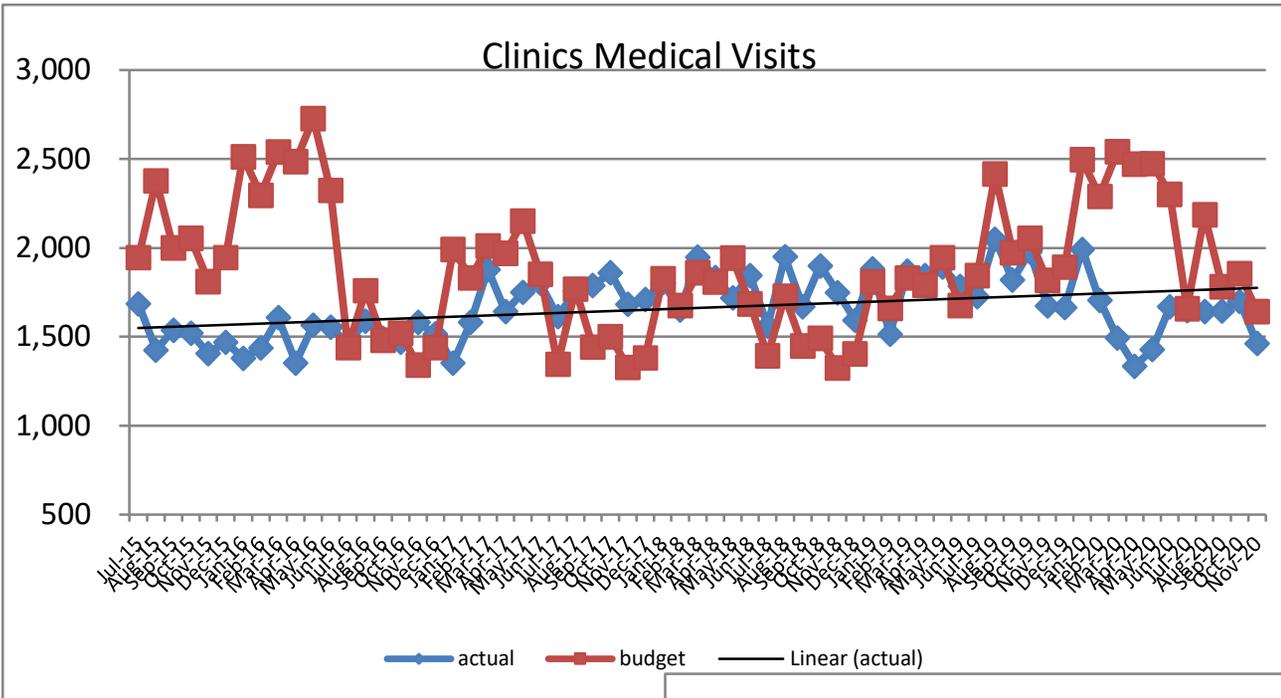
Patient Days - Acute

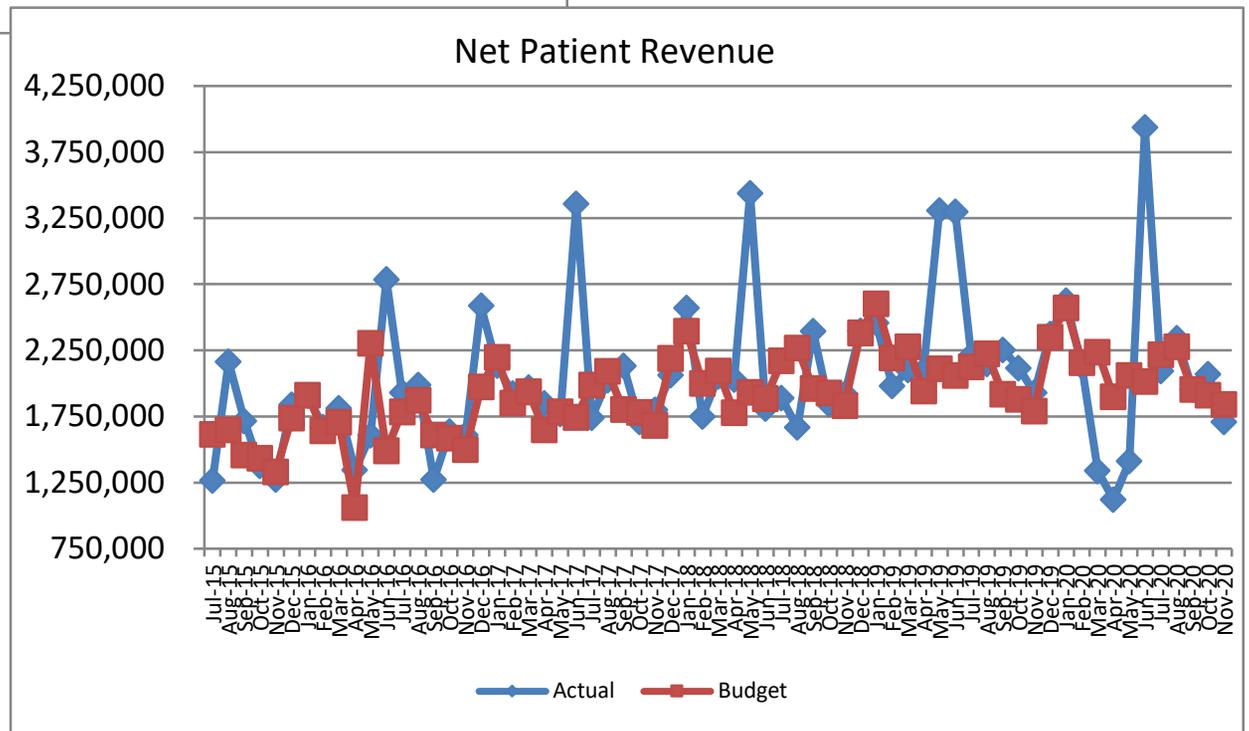
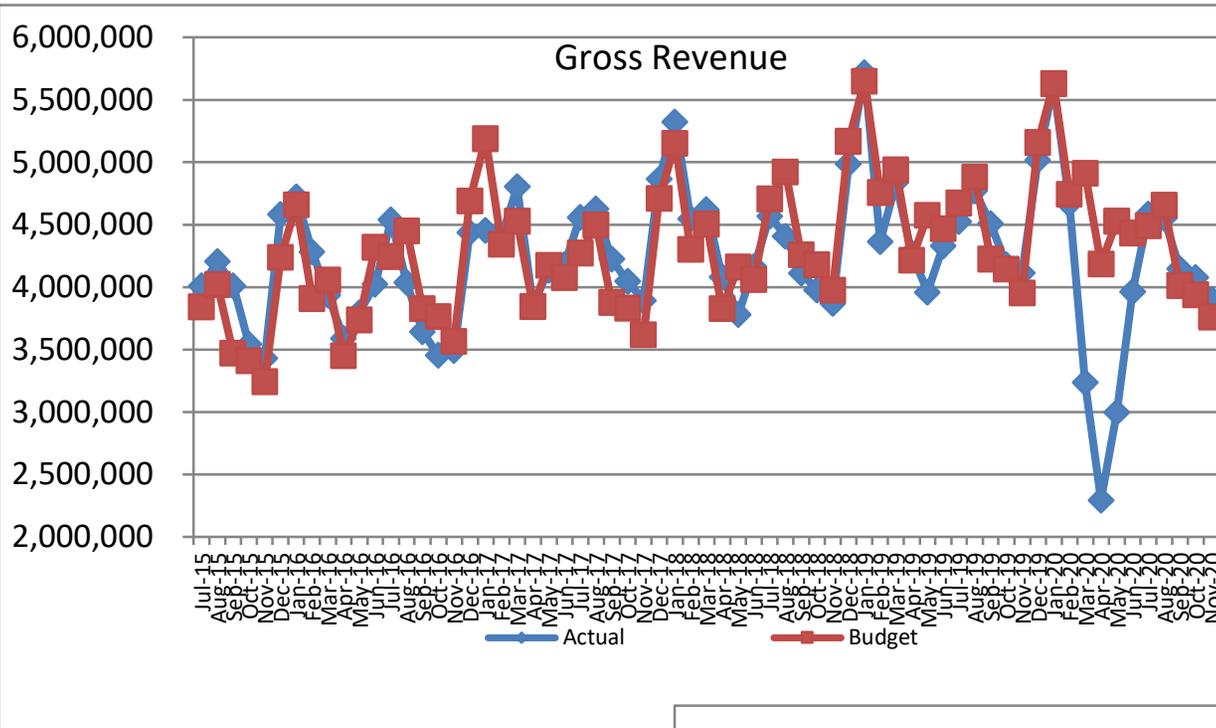


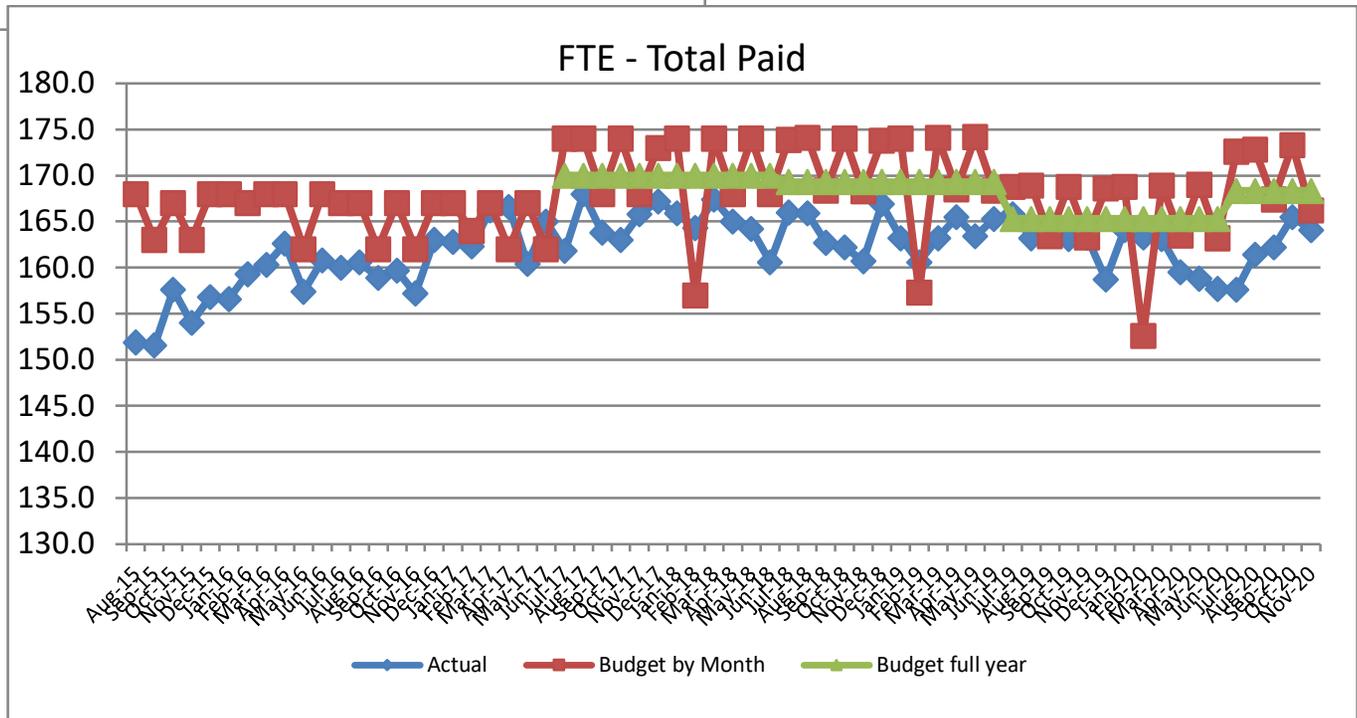
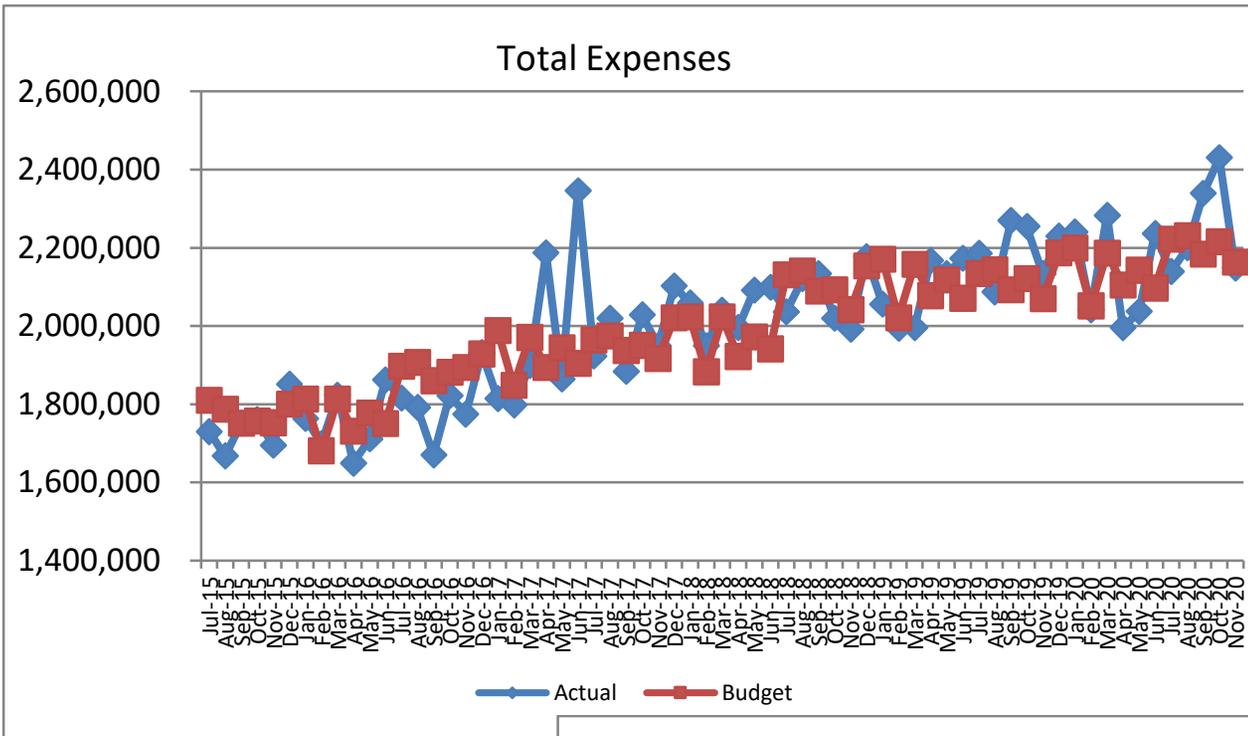
Patient Days - Swing



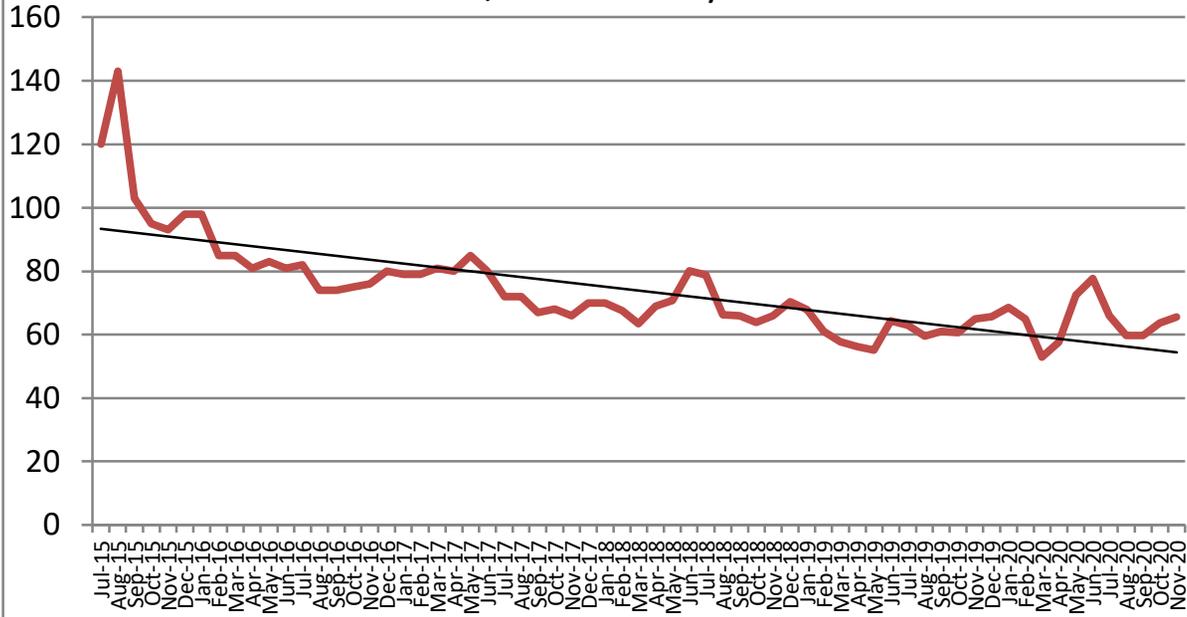




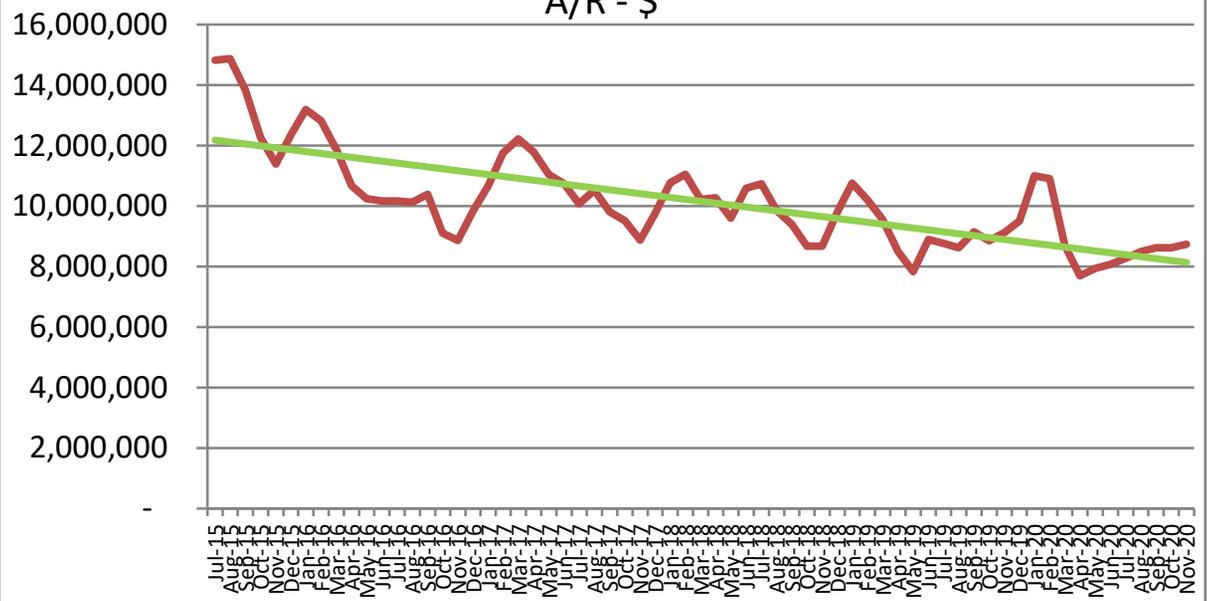




A/R - Gross Days



A/R - \$





November 2020 Financial Results

For the month . . .

Total Patient Revenue for November 2020 was \$3,902,835 - this was 3.7% or \$139,648 more than budget. Inpatient revenue was very close to budget this month. ER revenue was 11.2% over budget. SNF Revenue was 6.5% over budget. Outpatient and Clinic revenue were under budget.

Total Revenue deductions of \$2,195,625 were 14.2% higher than budget.

Total Operating Revenue was \$1,781,900 – 8.1% under our budgeted amount.

Total Expenses of \$2,147,984 were 0.7% lower than budget. Salaries and Benefits continue to be higher than budget.

Our Operating Cash and Investments total \$36,1365,983 as of the end of month. Total days cash on hand as of the end of November 2020 were 515.

Key Statistics

Acute patient days of 14 were only half our budgeted number. Swing days of 34 for the month were more than two times the budgeted number. Skilled Nursing Facility days of 444 were 6% more than budget – our Average Daily Census was 14.8. ER Visits of 798 were 4.7% more than budget. Clinics Medical visits continue under budget.

FTE (Full Time Equivalents) continue to run under budget.

Year-to-Date (through 4 months of our Fiscal year)

Total patient revenue is 1.9% higher than budget

Total Operating Revenue is 2.2% lower than budget

Total Expenses are 2.2% more than budget

Our Surplus of \$278,662 is \$538,804 lower than budget

Bear Valley Community Healthcare District
Financial Statements November 30, 2020

Financial Highlights—Hospital
STATEMENT OF OPERATIONS

	Current Month					Year-to-Date				
	FY 19/20	FY 20/21		VARIANCE		FY 19/20	FY 20/21		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
1 Total patient revenue	4,116,401	3,902,835	3,763,187	139,648	3.7%	22,104,784	21,267,047	20,864,463	402,584	1.9%
2 Total revenue deductions	2,187,561	2,195,625	1,923,311	272,314	14.2%	11,451,045	11,103,681	10,670,634	433,047	4.1%
3 % Deductions	53%	56%	51%			52%	52%	51%		
4 Net Patient Revenue	1,928,841	1,707,209	1,839,876	(132,667)	-7.2%	10,653,739	10,163,366	10,193,829	(30,463)	-0.3%
5 % Net to Gross	47%	44%	49%			48%	48%	49%		
6 Other Revenue	3,687	74,691	98,934	(24,243)	-24.5%	180,076	289,714	495,417	(205,703)	-41.5%
7 Total Operating Revenue	1,932,528	1,781,900	1,938,810	(156,910)	-8.1%	10,833,815	10,453,080	10,689,246	(236,166)	-2.2%
8 Total Expenses	2,133,199	2,147,984	2,162,582	(14,598)	-0.7%	10,882,268	11,255,620	11,014,470	241,150	2.2%
9 % Expenses	52%	55%	57%			49%	53%	53%		
10 Surplus (Loss) from Operations	(200,671)	(366,084)	(223,772)	(142,312)	-63.6%	(48,453)	(802,541)	(325,224)	(477,317)	-146.8%
11 % Operating margin	-5%	-9%	-6%			0%	-4%	-2%		
12 Total Non-operating	218,196	197,698	202,538	(4,840)	-2.4%	1,186,528	1,081,203	1,142,690	(61,487)	-5.4%
13 Surplus/(Loss)	17,526	(168,386)	(21,234)	(147,152)	-693.0%	1,138,075	278,662	817,466	(538,804)	65.9%
14 % Total margin	0%	-4%	-1%			5%	1%	4%		

BALANCE SHEET

	November	November	October	VARIANCE	
	FY 19/20	FY 20/21	FY 20/21	Amount	%
15 Gross Accounts Receivables	9,129,843	8,738,738	8,835,235	(96,497)	-1.1%
16 Net Accounts Receivables	2,852,276	2,770,426	2,823,564	(53,138)	-1.9%
17 % Net AR to Gross AR	31%	32%	32%		
18 Days Gross AR	64.9	65.6	63.6	2.0	3.1%
19 Cash Collections	1,500,891	1,580,054	1,719,813	(139,759)	-8.1%
20 Settlements/IGT Transactions	57,346	719,332	81,836	637,496	779.0%
Stimulus Receipts	-	6,527	-	6,527	#DIV/0!
21 Investments	25,454,833	34,014,745	34,014,745	-	0.0%
22 Cash on hand	3,058,371	2,351,238	2,121,426	229,812	10.8%
23 Total Cash & Invest	28,513,204	36,365,983	36,136,171	229,812	0.6%
24 Days Cash & Invest	417	515	508	7	1.3%
Total Cash and Investments	28,513,204	36,365,983			
Increase Current Year vs. Prior Year		7,852,779			

Bear Valley Community Healthcare District
Financial Statements November 30, 2020

Statement of Operations

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 19/20	FY 20/21		VARIANCE		FY 19/20	FY 20/21		VARIANCE	
Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%	
Gross Patient Revenue										
1 Inpatient	113,846	102,379	95,820	6,559	6.8%	608,855	976,416	594,712	381,704	64.2%
2 Outpatient	788,445	624,126	748,068	(123,942)	-16.6%	4,318,730	3,688,436	4,064,301	(375,865)	-9.2%
3 Clinic Revenue	339,831	289,299	314,659	(25,360)	-8.1%	1,908,641	1,616,222	1,718,640	(102,418)	-6.0%
4 Emergency Room	2,687,022	2,688,725	2,418,501	270,224	11.2%	14,178,221	14,097,580	13,537,503	560,077	4.1%
5 Skilled Nursing Facility	187,257	198,304	186,139	12,165	6.5%	1,090,336	888,394	949,307	(60,913)	-6.4%
6 Total patient revenue	4,116,401	3,902,835	3,763,187	139,648	3.7%	22,104,784	21,267,047	20,864,463	402,584	1.9%
Revenue Deductions										
7 Contractual Allow	2,300,777	1,796,607	1,699,464	97,143	5.7%	10,987,817	10,297,389	9,426,698	870,691	9.2%
8 Contractual Allow PY	(299,061)	(150,000)	-	(150,000)	#DIV/0!	(849,101)	(1,033,402)	-	(1,033,402)	#DIV/0!
9 Charity Care	17,447	12,356	11,787	569	4.8%	57,234	105,680	65,502	40,178	61.3%
10 Administrative	5,190	1,439	5,515	(4,076)	-73.9%	22,997	13,796	30,647	(16,851)	-55.0%
11 Policy Discount	13,132	11,637	13,748	(2,111)	-15.4%	70,893	68,548	76,396	(7,848)	-10.3%
12 Employee Discount	2,302	8,195	3,810	4,385	115.1%	22,556	35,415	21,171	14,244	67.3%
13 Bad Debts	64,994	389,713	188,987	200,726	106.2%	790,547	1,197,761	1,050,220	147,541	14.0%
14 Denials	58,918	125,677	-	125,677	#DIV/0!	348,102	418,494	-	418,494	#DIV/0!
15 Total revenue deductions	2,187,561	2,195,625	1,923,311	272,314	14.2%	11,451,045	11,103,681	10,670,634	433,047	4.1%
16 Net Patient Revenue	1,928,841	1,707,209	1,839,876	(132,667)	-7.2%	10,653,739	10,163,366	10,193,829	(30,463)	-0.3%
gross revenue including Prior Year Contractual Allowances as a percent to gross revenue WO PY and Other CA	40.2%	40.2%		40.2%		40.2%	447.4%	447.4%	0.0%	
	39.2%	39.2%		39.2%		39.2%	437.2%	437.2%	0.0%	
17 Other Revenue	3,687	74,691	98,934	(24,243)	-24.5%	180,076	289,714	495,417	(205,703)	-41.5%
18 Total Operating Revenue	1,932,528	1,781,900	1,938,810	(156,910)	-8.1%	10,833,815	10,453,080	10,689,246	(236,166)	-2.2%
Expenses										
19 Salaries	917,246	975,875	862,976	112,899	13.1%	4,556,367	4,882,739	4,427,442	455,297	10.3%
20 Employee Benefits	315,932	283,861	304,517	(20,656)	-6.8%	1,548,144	1,584,198	1,560,561	23,637	1.5%
21 Registry	720	5,425	-	5,425	#DIV/0!	5,100	99,177	-	99,177	#DIV/0!
22 Salaries and Benefits	1,233,898	1,265,160	1,167,493	97,667	8.4%	6,109,611	6,566,114	5,988,003	578,111	9.7%
23 Professional fees	166,751	157,606	178,637	(21,032)	-11.8%	881,324	809,820	903,559	(93,739)	-10.4%
24 Supplies	172,298	128,781	142,643	(13,862)	-9.7%	809,316	738,654	788,291	(49,637)	-6.3%
25 Utilities	40,122	32,071	47,091	(15,020)	-31.9%	220,825	168,711	234,030	(65,319)	-27.9%
26 Repairs and Maintenance	33,995	44,387	49,954	(5,567)	-11.1%	267,994	259,218	250,757	8,461	3.4%
27 Purchased Services	283,943	310,335	364,960	(54,625)	-15.0%	1,594,146	1,707,650	1,776,614	(68,964)	-3.9%
28 Insurance	31,515	37,712	37,371	341	0.9%	157,988	185,220	186,855	(1,635)	-0.9%
29 Depreciation	83,739	91,295	80,156	11,139	13.9%	415,427	456,475	400,780	55,695	13.9%
30 Rental and Leases	10,466	16,455	26,203	(9,748)	-37.2%	57,748	85,413	139,439	(54,026)	-38.7%
32 Dues and Subscriptions	6,116	3,874	6,318	(2,444)	-38.7%	29,776	31,683	31,590	93	0.3%
33 Other Expense	70,355	60,309	61,756	(1,447)	-2.3%	338,113	246,664	314,552	(67,888)	-21.6%
34 Total Expenses	2,133,199	2,147,984	2,162,582	(14,598)	-0.7%	10,882,268	11,255,620	11,014,470	241,150	2.2%
35 Surplus (Loss) from Operations	(200,671)	(366,084)	(223,772)	(142,312)	-63.6%	(48,453)	(802,541)	(325,224)	(477,317)	-146.8%
Non-Operating Income										
37 Tax Revenue	201,917	204,167	204,167	-	0.0%	1,009,585	1,020,835	1,020,835	-	0.0%
38 Other non-operating	23,603	20	5,750	(5,730)	-99.7%	57,703	20,732	28,750	(8,019)	-27.9%
Interest Income	190	1,156	100	1,056	1055.8%	157,135	76,600	130,500	(53,900)	-41.3%
Interest Expense	(7,513)	(7,645)	(7,479)	(166)	2.2%	(37,895)	(36,964)	(37,395)	431	-1.2%
IGT Expense	-	-	-	-	#DIV/0!	-	-	-	-	#DIV/0!
39 Total Non-operating	218,196	197,698	202,538	(4,840)	-2.4%	1,186,528	1,081,203	1,142,690	(61,487)	-5.4%
40 Surplus/(Loss)	17,526	(168,386)	(21,234)	(147,152)	-693.0%	1,138,062	951,837	943,622	(88,215)	-8.9%

**Bear Valley Community Healthcare District
Financial Statements**

Current Year Trending Statement of Operations

A Statement of Operations—CURRENT YEAR 2021

	1	2	3	4	5	6	7	8	9	10	11	12	
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD
Gross Patient Revenue													
1 Inpatient	215,249	249,801	164,188	244,798	102,379								976,416
2 Outpatient	759,975	752,158	750,715	801,463	624,126								3,688,436
3 Clinic	329,815	343,539	335,783	317,785	289,299								1,616,222
4 Emergency Room	3,121,968	3,044,910	2,722,837	2,519,139	2,688,725								14,097,580
5 Skilled Nursing Facility	158,091	161,978	175,237	194,783	198,304								888,394
6 Total patient revenue	4,585,098	4,552,387	4,148,760	4,077,968	3,902,835	-	-	-	-	-	-	-	21,267,047
Revenue Deductions	C/A 0.49	0.48	0.50	0.48	0.46	#DIV/0!	0.48						
7 Contractual Allow	2,260,273	2,201,802	2,080,903	1,957,804	1,796,607								10,297,389
8 Contractual Allow PY	(100,000)	(396,823)	(150,000)	(236,579)	(150,000)								(1,033,402)
9 Charity Care	25,028	30,141	26,357	11,798	12,356								105,680
10 Administrative	(3,946)	9,457	8,699	(1,853)	1,439								13,796
11 Policy Discount	17,491	11,862	11,554	16,004	11,637								68,548
12 Employee Discount	7,661	5,909	6,791	6,860	8,195								35,415
13 Bad Debts	256,673	240,011	132,574	178,790	389,713								1,197,761
14 Denials	29,487	109,385	76,018	77,928	125,677								418,494
Total revenue deductions	2,492,666	2,211,743	2,192,896	2,010,751	2,195,625	-	-	-	-	-	-	-	11,103,681
16 Net Patient Revenue	2,092,432	2,340,643	1,955,865	2,067,217	1,707,209	-	-	-	-	-	-	-	10,163,366
net / tot pat rev	45.6%	51.4%	47.1%	50.7%	43.7%	#DIV/0!	47.8%						
17 Other Revenue	5,722	137,886	44,163	27,253	74,691								289,714
18 Total Operating Revenue	2,098,154	2,478,529	2,000,027	2,094,469	1,781,900	-	-	-	-	-	-	-	10,453,080
Expenses													
19 Salaries	925,406	956,216	902,333	1,122,909	975,875								4,882,739
20 Employee Benefits	320,367	271,080	397,159	311,730	283,861								1,584,198
21 Registry	-	11,553	50,270	31,930	5,425								99,177
22 Salaries and Benefits	1,245,773	1,238,850	1,349,762	1,466,569	1,265,160	-	-	-	-	-	-	-	6,566,114
23 Professional fees	165,124	162,933	161,100	163,056	157,606								809,820
24 Supplies	108,268	154,942	169,080	177,583	128,781								738,654
25 Utilities	33,935	34,590	34,797	33,317	32,071								168,711
26 Repairs and Maintenance	57,780	48,999	46,434	61,619	44,387								259,218
27 Purchased Services	332,918	353,033	373,584	337,780	310,335								1,707,650
28 Insurance	60,863	11,090	37,712	37,843	37,712								185,220
29 Depreciation	91,295	91,295	91,295	91,295	91,295								456,475
30 Rental and Leases	19,149	16,590	16,141	17,078	16,455								85,413
32 Dues and Subscriptions	7,269	6,659	8,205	5,676	3,874								31,683
33 Other Expense	16,461	80,579	51,138	38,177	60,309								246,664
34 Total Expenses	2,138,836	2,199,560	2,339,247	2,429,993	2,147,984	-	-	-	-	-	-	-	11,255,620
35 Surplus (Loss) from Operations	(40,683)	278,969	(339,220)	(335,524)	(366,084)	-	-	-	-	-	-	-	(802,541)
36 Non-Operating Income													
37 Tax Revenue	204,167	204,167	204,167	204,167	204,167								1,020,835
38 Other non-operating	(1,680)	4,102	17,020	1,270	20								20,732
Interest Income	214	726	73,547	957	1,156								76,600
Interest Expense	(7,381)	(7,340)	(7,302)	(7,296)	(7,645)								(36,964)
IGT Expense	-	-	-	-	-								-
39 Total Non-operating	195,320	201,655	287,432	199,098	197,698	-	-	-	-	-	-	-	1,081,203
40 Surplus/(Loss)	154,638	480,624	(51,788)	(136,426)	(168,386)	-	-	-	-	-	-	-	278,662

2020-2021 Actual BS

BALANCE SHEET

PY Includes final AJES

	PY					
	July	Aug	Sept	Oct	Nov	June
ASSETS:						
Current Assets						
Cash and Cash Equivalents (Includes CD's)	3,615,780	3,808,255	3,576,588	1,705,263	2,351,238	3,981,146
Gross Patient Accounts Receivable	8,283,966	8,504,189	8,619,147	8,834,307	8,737,594	8,079,622
Less: Reserves for Allowances & Bad Debt	5,780,164	5,794,514	5,864,331	6,010,743	5,967,168	5,761,024
Net Patient Accounts Receivable	2,503,802	2,709,676	2,754,817	2,823,564	2,770,426	2,318,898
Tax Revenue Receivable	2,450,000	2,450,000	2,450,000	2,450,000	1,993,217	52,606
Other Receivables	-871,228	-858,343	-14,296	309,602	-316,447	87,734
Inventories	195,677	206,729	222,028	237,616	244,545	178,033
Prepaid Expenses	513,673	474,367	511,153	549,299	505,105	313,818
Due From Third Party Payers	0	0				
Due From Affiliates/Related Organizations	0	0				
Other Current Assets	0	0				
Total Current Assets	8,407,704	8,790,683	9,500,289	8,075,343	7,548,084	6,932,236
Assets Whose Use is Limited						
Investments	33,942,664	33,942,664	34,014,745	34,014,745	34,014,745	33,942,664
Other Limited Use Assets	144,375	144,375	144,375	144,375	144,375	144,375
Total Limited Use Assets	34,087,039	34,087,039	34,159,120	34,159,120	34,159,120	34,087,039
Property, Plant, and Equipment						
Land and Land Improvements	3,063,051	3,063,051	3,061,292	3,061,292	3,061,292	3,061,292
Building and Building Improvements	10,157,771	10,157,771	10,157,771	10,157,771	10,157,771	10,157,771
Equipment	13,039,965	13,118,413	13,390,453	13,624,695	13,659,968	12,998,413
Construction In Progress	299,400	350,846	378,326	418,059	418,059	216,365
Capitalized Interest						
Gross Property, Plant, and Equipment	26,560,187	26,690,082	26,987,842	27,261,817	27,297,090	26,433,841
Less: Accumulated Depreciation	15,717,377	15,808,672	15,899,967	15,991,262	16,082,557	15,626,082
Net Property, Plant, and Equipment	10,842,809	10,881,409	11,087,874	11,270,555	11,214,533	10,807,758
TOTAL UNRESTRICTED ASSETS	53,337,552	53,759,131	54,747,283	53,505,018	52,921,737	51,827,033
Restricted Assets	0	0	0	0	0	0
TOTAL ASSETS	53,337,552	53,759,131	54,747,283	53,505,018	52,921,737	51,827,033

2020-2021 Actual BS

BALANCE SHEET

PY Includes final AJES

LIABILITIES:

Current Liabilities

	July	Aug	Sept	Oct	Nov	PY June
Accounts Payable	996,145	982,173	1,175,157	961,118	814,623	1,099,470
Notes and Loans Payable						
Accrued Payroll	1,038,708	1,113,869	1,260,632	748,959	817,961	905,115
Patient Refunds Payable						
Due to Third Party Payers (Settlements)	7,832,693	7,909,286	7,963,471	7,780,215	7,639,334	7,917,421
Advances From Third Party Payers						
Current Portion of Def Rev - Txn,	2,245,833	2,041,666	1,837,499	1,633,332	1,429,165	0
Current Portion - LT Debt	40,000	40,000	40,000	40,000	40,000	40,000
Current Portion of AB915						
Other Current Liabilities (Accrued Interest & Accrued Other)	14,801	22,141	29,443	36,739	44,384	7,420
Total Current Liabilities	12,168,180	12,109,135	12,306,202	11,200,362	10,785,467	9,969,425

Long Term Debt

USDA Loan	2,815,000	2,815,000	2,815,000	2,815,000	2,815,000	2,815,000
Leases Payable	0	0	0	0	0	0
Less: Current Portion Of Long Term Debt	0	0	0	0	0	0
Total Long Term Debt (Net of Current)	2,815,000	2,815,000	2,815,000	2,815,000	2,815,000	2,815,000

Other Long Term Liabilities

Deferred Revenue	0	0	0	0	0	0
Other	0	0	0	0	0	0
Total Other Long Term Liabilities	0	0	0	0	0	0

TOTAL LIABILITIES 14,983,180 14,924,135 15,121,202 14,015,362 13,600,467 12,784,425

Fund Balance

Unrestricted Fund Balance	38,199,734	38,199,734	39,042,608	39,042,608	39,042,608	32,182,080
Temporarily Restricted Fund Balance	0	0				
Equity Transfer from FRHG	0	0				
Net Revenue/(Expenses)	154,638	635,262	583,474	447,048	278,662	6,860,528

TOTAL FUND BALANCE 38,354,372 38,834,996 39,626,081 39,489,656 39,321,270 39,042,608

TOTAL LIABILITIES & FUND BALANCE 53,337,552 53,759,131 54,747,283 53,505,018 52,921,737 51,827,033

Units of Service
For the period ending November 30, 2020

30							153						
Current Month						Bear Valley Community Hospital	Year-To-Date						
Nov-20	Nov-20	Nov-19	Actual -Budget	Actual -Budget	Act.-Act.		Nov-20	Nov-20	Nov-19	Actual -Budget	Actual -Budget	Act.-Act.	
Actual	Budget	Actual	Variance	Var %	Var %		Actual	Budget	Actual	Variance	Var %	Var %	
14	28	11	(14)	-50.0%	27.3%	Med Surg Patient Days	200	179	96	21	11.7%	108.3%	
34	12	15	22	183.3%	126.7%	Swing Patient Days	167	81	58	86	106.2%	187.9%	
444	419	470	25	6.0%	-5.5%	SNF Patient Days	1,994	2,177	2,507	(183)	-8.4%	-20.5%	
492	459	496	33	7.2%	-0.8%	Total Patient Days	2,361	2,437	2,661	(76)	-3.1%	-11.3%	
3	13	4	(10)	-76.9%	-25.0%	Acute Admissions	53	65	45	(12)	-18.5%	17.8%	
4	13	6	(9)	-69.2%	-33.3%	Acute Discharges	52	65	45	(13)	-20.0%	15.6%	
3.5	2.2	1.8	1.3	62.5%	90.9%	Acute Average Length of Stay	3.8	2.8	2.1	1.1	39.7%	80.3%	
0.5	0.9	0.4	(0.5)	-50.0%	27.3%	Acute Average Daily Census	1.3	1	0.6	0.1	11.7%	108.3%	
15.9	14.4	16.2	1.6	10.9%	-1.4%	SNF/Swing Avg Daily Census	14.1	15	16.8	(0.6)	-4.3%	-15.8%	
16.4	15.3	16.5	1.1	7.2%	-0.8%	Total Avg. Daily Census	15.4	16	17.4	(0.5)	-3.1%	-11.3%	
36%	34%	37%	2%	7.2%	-0.8%	% Occupancy	34%	35%	39%	-1%	-3.1%	-11.3%	
2	12	4	(10)	-83.3%	-50.0%	Emergency Room Admitted	26	60	38	(34)	-56.7%	-31.6%	
796	750	4,559	46	6.1%	-82.5%	Emergency Room Discharged	4,191	4,168	4,559	23	0.6%	-8.1%	
798	762	4,563	36	4.7%	-82.5%	Emergency Room Total	4,217	4,228	4,597	(11)	-0.3%	-8.3%	
27	25	152	1	4.7%	-82.5%	ER visits per calendar day	28	28	30	(0)	-0.3%	-8.3%	
67%	92%	100%	100%	108.3%	-33.3%	% Admits from ER	49%	92%	84%	35%	38.2%	-41.9%	
-	-	-	-	0.0%	#DIV/0!	Surgical Procedures I/P	1	-	-	1	0.0%	#DIV/0!	
5	7	11	(2)	-28.6%	-54.5%	Surgical Procedures O/P	30	44	65	(14)	-31.8%	-53.8%	
5	7	11	(2)	-28.6%	-54.5%	TOTAL Procedures	31	44	65	(13)	-29.5%	-52.3%	
557	749	366	(192)	-25.6%	52.2%	Surgical Minutes Total	2,427	3,820	3,267	(1,393)	-36.5%	-25.7%	

Units of Service
For the period ending November 30, 2020

Bear Valley Community Hospital												
Current Month						Year-To-Date						
Nov-20	Nov-19	Actual -Budget	Act.-Act.			Nov-20	Nov-19	Actual -Budget	Act.-Act.			
Actual	Budget	Variance	Var %	Var %		Actual	Budget	Variance	Var %	Var %		
5,616	5,507	5,752	109	2.0%	-2.4%	Lab Procedures	29,578	31,056	3,880	(1,478)	-4.8%	662.3%
652	753	736	(101)	-13.4%	-11.4%	X-Ray Procedures	3,457	3,971	3,239	(514)	-12.9%	6.7%
287	241	256	46	19.1%	12.1%	C.T. Scan Procedures	1,638	1,401	1,328	237	16.9%	23.3%
155	180	210	(25)	-13.9%	-26.2%	Ultrasound Procedures	970	977	1,126	(7)	-0.7%	-13.9%
57	54	59	3	5.6%	-3.4%	Mammography Procedures	221	270	292	(49)	-18.1%	-24.3%
254	263	217	(9)	-3.4%	17.1%	EKG Procedures	1,277	1,474	1,275	(197)	-13.4%	0.2%
79	80	76	(1)	-1.3%	3.9%	Respiratory Procedures	325	465	481	(140)	-30.1%	-32.4%
1,212	1,728	1,264	(516)	-29.9%	-4.1%	Physical Therapy Procedures	7,195	7,833	7,181	(638)	-8.1%	0.2%
1,463	1,643	1,748	(180)	-11.0%	-16.3%	Primary Care Clinic Visits	8,096	9,124	8,825	(1,028)	-11.3%	-8.3%
197	250	324	(53)	-21.2%	-39.2%	Specialty Clinic Visits	1,260	1,250	1,656	10	0.8%	-23.9%
1,660	1,893	2,072	(233)	-12.3%	-19.9%	Clinic	9,356	10,374	10,481	(1,018)	-9.8%	-10.7%
64	73	80	(9)	-12.3%	-19.9%	Clinic visits per work day	51	57	58	(6)	-9.8%	-10.7%
14.0%	19.00%	18.30%	-5.00%	-26.32%	-23.50%	% Medicare Revenue	16.28%	19.00%	19.90%	-2.72%	-14.32%	-18.19%
35.70%	37.00%	40.70%	-1.30%	-3.51%	-12.29%	% Medi-Cal Revenue	35.68%	37.00%	38.24%	-1.32%	-3.57%	-6.69%
42.30%	39.00%	35.80%	3.30%	8.46%	18.16%	% Insurance Revenue	42.22%	39.00%	36.96%	3.22%	8.26%	14.23%
8.00%	5.00%	5.20%	3.00%	60.00%	53.85%	% Self-Pay Revenue	5.82%	5.00%	4.90%	0.82%	16.40%	18.78%
148.3	150.6	140.3	(2.3)	-1.5%	5.7%	Productive FTE's	143.40	154.4	141.4	(11.0)	-7.1%	1.4%
164.1	166.2	163.5	(2.1)	-1.2%	0.4%	Total FTE's	162.16	170.5	163.5	(8.3)	-4.9%	-0.8%



CFO REPORT for

January 2021 Finance Committee and Board Meetings

Inpatient Detox / Wound Care

Work continues on development of a Wound Care service. Projected start date is February 2021.

We are also progressing with implementation of Inpatient Detoxification service. Looking for start in February 2021.

FY 2020 Cost Report

We submitted a revision to our FY 2020 Medicare Cost Report. This will result in an estimated additional \$25,000. This is a result of applying for consideration of an exception based on reduced visits in our Rural Health Clinics during FY 2020.

COVID-19 Expenses / Funding

We continue to see volume and expenditure increases as a result of the Pandemic. As we have discussed, we have some reserves to meet additional costs. We are working to understand requirements and restrictions for recognizing such funds in Financial Statements.

Manifest MedEx - Health Information Exchange

We are now live with submitting data to Manifest MedEx (Health Information Exchange). With going live, we have submitted documentation for receipt of incentive money and reimbursement of expenses in bringing the HIE live. We are now working on providing access to HIE for our practitioners.

I have included an article that gives more information on Manifest MedEx.



Manifest MedEx Network Now Sharing Health Records For More Than Half of Californians

Nonprofit network provides critical COVID-19 services including COVID-19+ alerts, tools to identify high-risk patients, and longitudinal care records

Emeryville, Calif. – October 19, 2020 — Nonprofit health data network Manifest MedEx (MX) is announcing today that it is now sharing health records for 23 million people, more than half (58%) the population of California, through its network of over 600 participating hospitals, health plans and provider organizations.

Significant recent milestones for MX include:

Connecting to Carequality via the eHealth Exchange Hub

- In line with its mission to help California’s health leaders improve healthcare, reduce costs and enhance health, MX records are now available to 1,826 health organizations in California participating in Carequality. Leading health systems in California are querying MX and receiving high volumes of data. In July the MX network was queried 400,000 times by Kaiser Northern California, 250,000 times by Sutter Health, and 200,000 times by the University of California San Francisco (UCSF).
- Paul Matthews, Chief Technology Officer and Chief Information Security Officer for OCHIN said: “OCHIN is pleased to be working with Manifest MedEx to exchange data through the eHealth Exchange National Network in order to understand care gaps. We believe standard connection to national frameworks for health information exchange reduces costs and improves efficiencies for the entire health system.”

- MX CEO Claudia Williams said: “Participating in Carequality is an easy and affordable way to expand the reach of our network and bring value to California’s health ecosystem. Carequality is a great complement to our robust suite of services including population health tools, event notifications, readmissions reports, claims data and COVID-19+ alerts available to our participants.”

Additional Milestones

- Use of MX services tripled since February, as hospitals and ambulatory providers strive to stay on top of patient care in the midst of the COVID-19 pandemic. MX introduced new COVID-19+ alerts to notify primary care teams when their patients test positive, and tools to rapidly identify patients at higher risk of COVID-19 complications.
- MX expanded its participant base, adding OCHIN and its broad network of safety net clinics. MX expanded its footprint in Los Angeles by welcoming seven hospitals from the Alta Hospital System. In addition, MX adds an average of 3 new ambulatory PCPs and specialists to its network every day, including Bay Area Community Health, which serves more than 100,000 patients.
- Through the state’s Cal-HOP program MX is delivering millions of dollars in connectivity incentives to providers and hospitals across California. By becoming an MX participant, California hospitals can receive up to \$65,000 each while also ensuring compliance with CMS’s new ADT event notification requirements which go into effect May 1, 2021.
- Especially valuable in light of both the COVID-19 pandemic and recent wildfires, MX delivers over 300,000 patient notifications each month alerting care teams when a patient is admitted to the hospital, discharged, transferred, or tested positive for COVID-19. These notifications reduce readmissions and improve care, ensuring patients receive needed support after hospitalization or when they are quarantining at home. Seamless care and follow up has never been more important.

About Manifest MedEx

As California’s largest nonprofit health data network, Manifest MedEx delivers real-time information to help healthcare providers care for millions of patients every day. Together, we are transforming the healthcare landscape across the state, supporting California as a leader in affordable, proactive, and compassionate medical care. For more information visit

<https://www.manifestmedex.org/> and follow us at <https://twitter.com/ManifestMedex>.