



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, NOVEMBER 11, 2020 @ 1:00 PM

CLOSED SESSION 1:00 PM

OPEN SESSION AT APPROXIMATELY 2:00 PM

41870 GARSTIN DRIVE

BIG BEAR LAKE, CA 92315

(Closed Session will be held upon adjournment of Open Session as noted below. Open Session will reconvene @ approximately 3:00 p.m.)

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) Quorum Health Agreement (Anticipated Disclosure 11/11/2020)

(2) Michael Norman, D.O., SNF Director Service Agreement (Anticipated Disclosure 11/11/2020)

(3) Matthew Pautz, D.O. Physician On Call Agreement (Anticipated Disclosure 11/11/2020)

4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION *Pursuant to Government Section Code: 54957

(1) Chief Executive Officer

**5. 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 11/11/2020)

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. October 14, 2020 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant

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

C. October 2020 Plant Maintenance Report: Michael Mursick, Plant Maintenance Manager

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

E. Policies & Procedures: (Summary Attached)

(1) Case Management

(2) Employee Health

(3) Laboratory

(4) Infection Control

(5) Pharmacy

F. Committee Meeting Minutes:

(1) October 06, 2020 Finance Committee Meeting Minutes

10. OLD BUSINESS*

- A. Discussion and Potential Approval of the Quorum Health Service Agreement

11. NEW BUSINESS*

- (1) Discussion and Potential Approval of the Following Service Agreements
1. Michael Norman, D.O. SNF Director Service Agreement
 2. Matthew Pautz, D.O. Physician On Call Agreement

12. ACTION ITEMS*

A. Acceptance of QHR Health Report

Woody White, QHR Health

- (1) November 2020 QHR Health Report

B. Acceptance of CNO Report

Kerri Jex, Chief Nursing Officer

- (1) October 2020 CNO Report

C. Acceptance of the CEO Report

John Friel, Chief Executive Officer

- (1) November 2020 CEO Report

D. Acceptance of the Finance Report & CFO Report

Garth Hamblin, Chief Financial Officer

- (1) September 2020
(2) CFO Report

13. ADJOURNMENT*

*** Denotes Possible Action Items**

2. ROLL CALL:

Peter Boss, Donna Nicely, Perri Melnick, Gail McCarthy and Steven Baker were present. Also present was John Friel, CEO 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 October 14, 2020 agenda as presented. Motion by Board Member Baker to adopt the October 14, 2020 agenda as presented. Second by Board Member Nicely to adopt the October 14, 2020 agenda as presented. President Boss called for a vote. A vote in favor of the motion was 5/0.

- Board Member Melnick – yes
- Board Member Nicely - 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:

The following reports were approved:

- Request for Initial Appointment
 - Dean Gardella, MD – Renaissance Radiology
 - Walter Luschsinger, MD – Tele Psychiatry
- Request for Re-appointment:
 - Wojciech Zolcik, MD- Tele-Psychiatry
 - Edward Perry, MD- Emergency Medicine
 - Gregory Lepkowski, MD- Emergency Medicine
 - Meghan Blake, MD- Renaissance Radiology
 - Audrey McCarron, MD- Renaissance Radiology
 - Martin Edwards, MD- Renaissance Radiology
 - Lori Menendyan, LCSW- Licensed Clinical Social Worker
- Addition of Privileges:
 - Jeremy Busch, DPM – Surgery Privileges
- Risk Report/Compliance Report
- QI Report
- Employee appreciation bonus as recommended by senior administration

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

- Board Member Melnick – yes
- Board Member Nicely - 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 2:30 p.m. Hearing no request to make public comment. President Boss closed Public Forum for Closed Session at 2:30 p.m.

7. DIRECTORS COMMENTS

- None

8. INFORMATION REPORTS

A. Foundation Report

- Mr. Friel reported the following information:
 - Foundation actively working Tree of Lights fundraiser
 - 2nd Saturday of November
 - Will be on site and virtual
 - Raised over \$50,000

B. Auxiliary Report:

- Mr. Friel reported that several members were on site to assemble gift bags and it was very nice to see them.

9. CONSENT AGENDA:

- A.** September 12, 2020 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
- B.** September 2020 Human Resource Report: Erin Wilson; Human Resource Director
- C.** September 2020 Infection Prevention Report: Heather Loose; Infection Preventionist
- D.** Committee Meeting Minutes:
 - (1) September 01, 2020 Finance Committee Meeting Minutes

President Boss called for a motion to approve the Consent Agenda as presented. Motion by Board Member Nicely 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 Nicely - 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) Aras Emdadi, D.O. Clinic Service Agreement
- (2) Quorum Health Service Agreement

President Boss called for a motion to approve Aras Emdadi, D.O. Clinic Service Agreement as presented and to table the Quorum Health Service Agreement. Motion by Board Member Nicely to approve Aras Emdadi, D.O. Clinic Service Agreement as presented and to table the Quorum Health Service Agreement. Second by Board Member Melnick to approve Aras Emdadi, D.O. Clinic Service Agreement as presented and to table the Quorum Health Service Agreement. President Boss called for the vote. A vote in favor of the motion was 5//0.

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

12. ACTION ITEMS*

A. QHR Health Report:

- (1) September 2020 QHR Health Report:
 - Mr. White reported as of September 30, Ron Vigus has retired
 - Brought in two new employees
 - Warehouse will be up for another year if PPE is needed please contact us
 - EVS Assessment completed and very complimentary on staff

President Boss called for a motion to approve the QHR Report as presented. Motion by Board Member Baker to approve the QHR Report as presented. Second by Board Member Nicely to approve the QHR 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 Nicely - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

B. CNO Report:

- (1) September 2020 CNO Report:
 - Ms. Jex reported the following information:
 - Scopes are here and staff is continuing training
 - Live with echo cardiogram services
 - Dr. Stewart has submitted his resignation as SNF Director
 - Navigator in the ER, extended two offers
 - Seeing 2-3 COVID patients per week with minimal symptoms

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

C. Acceptance of the CEO Report:

(1) October 2020 CEO Report:

- Mr. Friel reported the following information:
 - Abbott COVID 19 Testing
 - Received a lot of the supplies needed
 - Strategic Plan will be ready and would like to have a Board Retreat on November 13
 - We have ordered two kiosks for the District, COVID 19 related

President Boss called for a motion to approve the CEO Report as presented. Motion by Board Melnick to approve the CEO Report as presented. Second by Board Member Melnick 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 Nicely - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

D. Acceptance of the Finance Report:

(1) August 2020 Financials:

- Mr. Hamblin reported the following information:
 - Surplus of \$480,624 was higher than budget with lower revenue deductions
 - Volumes are increasing
 - Dental is above budget
 - Clinic below budget
 - AR net days are good

(2) CFO Report:

- Mr. Hamblin reported the following information:
 - OR Project:
 - In this year's budget we have included a total of \$23,200.00 for removal and replacement of LIM equipment
 - We also budgeted \$80,000 for new baseboards, flooring and wall repairs
 - Continue security on site due to COVID 19

- Vacuum system has failed and needs to be replaced
 - Equipment cost is \$29,378.00
 - Installation cost is estimated to be less than \$20,000

President Boss called for a motion to approve the August 2020 Finance Report and the CFO Report as presented. Motion by Board Member Melnick to approve the August 2020 Finance Report and the CFO Report as presented. Second by Board Member Nicely to approve the August 2020 Finance Report and the CFO Report as presented. President Boss called for the vote. A vote in favor was unanimously approved 5/0.

- Board Member Melnick – yes
- Board Member Nicely – 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 3:05 p.m. Motion by Board Member Baker to adjourn the meeting. Second by Board Member Melnick to adjourn the meeting. President Boss called for the vote. A vote in favor of the motion was unanimously approved 5/0.

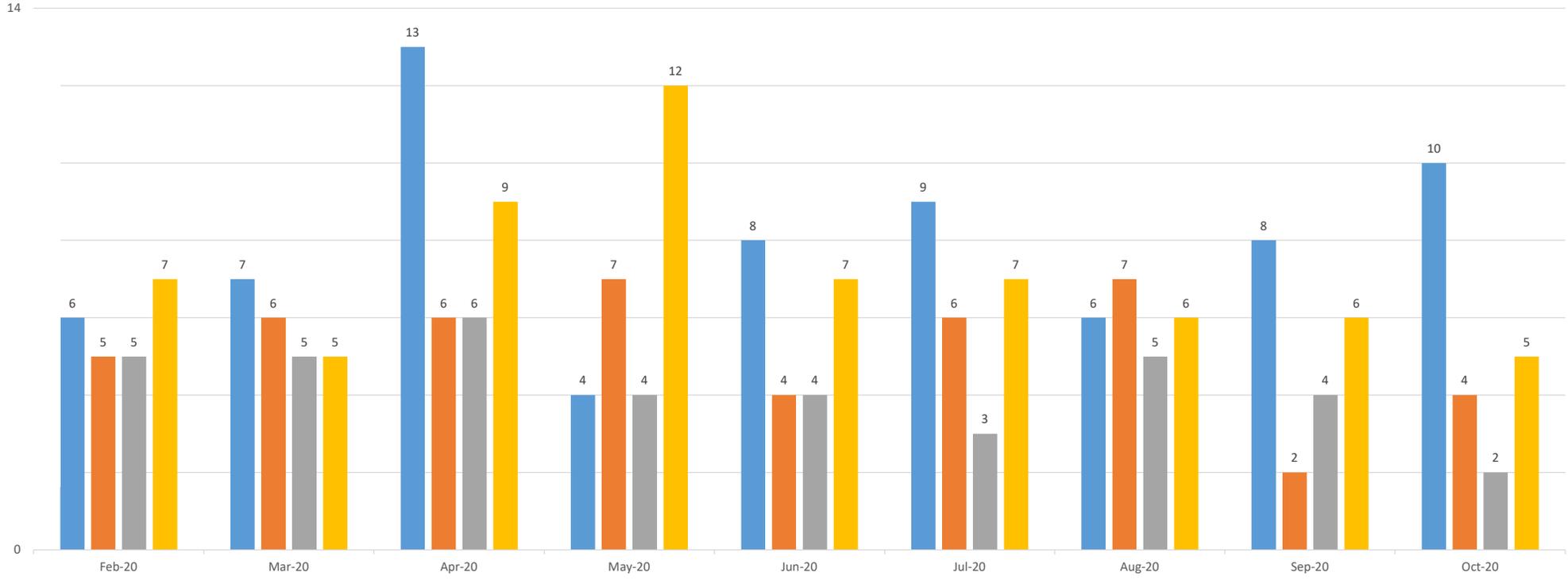
- Board Member Melnick- yes
- Board Member Nicely - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes



Board Report
October 2020

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|----------------------------------|---|
| Staffing | <p>Active: 210 – FT: 143 PT: 13 PD: 54 New Hires: 3 Terms: 3 (2 Voluntary 1 Involuntary) Open Positions: 11</p> |
| Employee Performance Evaluations | <p>DELINQUENT: See attachment 30 days: 10 60 days: 4 90 days: 2 90+ days: – 5 (ED, SNF, Mom and Dad Project, OR) See Attachment</p> |
| Work Comp | <p>NEW CLAIMS: 0 OPEN: 5 Indemnity (Wage Replacement, attempts to make the employee financially whole) – 5 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 Appreciation gifts Years of Service Luncheon</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> |
| UNAC Negotiations | <p>Completed bargaining with UNAC – Union has ratified</p> |

Past Due Evaluations



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

■ 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 | In Progress | |
| 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. | |
| Hospital | Tree of Lights | Facilities | Lights have arrived-In Progress | |
| 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 | |
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**Bear Valley Community Healthcare District
Potential Equipment Requirements**

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Bear Valley Community Healthcare District Repairs Maintenance

| Department / Project | Details | Vendor and all associated costs | Comments | Date Complete |
|----------------------------------|--|---------------------------------|-------------|------------------|
| SNF- Hot Water Issues | Found cold water crossing over the hot water, replace numerous valves. | Facilities | Completed | |
| Tree of Lights | Installing new lights | Facilities | In-Progress | |
| Annual Boiler Maintenance | Tore down and PM'd boilers | California Boiler/Facilities | Completed | |
| Time Clock Guard | Built and installed new time clock guard | Facilities | Completed | |
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Infection Prevention Monthly Report

October 2020

| TOPIC | UPDATE | ACTION/FOLLOW UP |
|-----------------------------|---|---|
| <p>1. Regulatory</p> | <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"> • October – 24 positive COVID-19 cases reported • September – 11 positive COVID-19 cases reported. <p style="text-align: right; margin-right: 50px;"> 1 positive Shiga Toxin reported 1 positive Syphilis reported </p> | <ul style="list-style-type: none"> • Continue reporting as required. • Patients now being asked new information when presenting for COVID |

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| | | tests. |
| 2. Construction | <ul style="list-style-type: none"> ▪ Boiler repair in process, no ICRA required. | <ul style="list-style-type: none"> ▪ Work with Maintenance and contractors to ensure compliance. |
| 3. QI | <ul style="list-style-type: none"> ▪ Continue to work towards increased compliance with Hand Hygiene <ul style="list-style-type: none"> • 72% for September | <ul style="list-style-type: none"> • Continue monitoring hand hygiene compliance. |
| 4. Outbreaks/ Surveillance | <ul style="list-style-type: none"> ▪ October – 3 MRSA 2 wound, 1 urine ▪ September – 1 C-diff on Acute- community acquired 2 MRSA wound infections, 1 in ED and 1 At the clinic | <ul style="list-style-type: none"> ▪ Informational |
| 5. Policy Updates | <ul style="list-style-type: none"> ▪ HCW Masking during Flu Season – annual update | <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"> ▪ Waxie 7-10 disinfectant no longer in production. We will be looking at other options with shorter dwell times for cleaning the operating room. | <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 COVID-19 information. ▪ IP to do ongoing education at EVS staff meetings. ▪ SNF IP to do ongoing education to the Dietary Department. | <ul style="list-style-type: none"> ▪ ICP to share information at appropriate committees. |

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| <p>9. Informational</p> | <p>Immediate Use Steam Sterilization</p> <ul style="list-style-type: none"> ▪ October – 11 surgeries, No IUSS ▪ September – 7 Surgeries, No IUSS utilized. <p>Culture Follow-Up</p> <ul style="list-style-type: none"> ▪ IP oversees culture follow-up process carried out by clinical managers. ▪ September – 10 patients needed follow up. 4 prescription changes were made. 2.4 days to resolution was the average. <p>We are still screening patients and visitors for symptoms of Covid-19.</p> <ul style="list-style-type: none"> ▪ We have a protocol for handling patients who come in for outpatient testing who do have symptoms that could be related to COVID-19. | |
| <p><i>Heather Loose, BSN, RN Infection Preventionist Date: November 3, 2020</i></p> | | |

| Department | Title | Summary |
|-------------------|---|---|
| Case Management | Admission Process - SNF Residents | Annual review. Formatted. Revised verbiage to reflect current process. |
| Case Management | Case Management Admission Policy | Annual review. Formatted. Revised verbiage to reflect current process. |
| Case Management | Case Management Scope of Service | Annual review. Formatted. Revised verbiage to reflect current process. |
| Case Management | Change in Patient Stay Type | Annual review. Formatted. Revised verbiage to reflect current process. |
| Case Management | Ministerial Plan | Annual review. Formatted. Revised verbiage to reflect current process. |
| Employee Health | Communicable Disease Exposure and Post-Exposure Prophylaxis | Annual review. Revised verbiage to reflect current process. |
| Employee Health | Employee Injury & Blood/ Body Fluid Exposure | Annual review. No changes. Updated 'Employee Health Needlestick-Exposure Standardized Procedure' form. |
| Employee Health | Employee Physical Recommendations | Annual review. Revised verbiage to reflect current process. Updated 'Employee Health New Employee Vaccination Titers and Drug Screening Standardized Procedure' form. |
| Employee Health | Fit for Duty Examination | Annual review. No changes. |
| Employee Health | Healthcare District Personnel Vaccine Recommendations | Annual review. No changes. Updated 'Employee Health New Employee Vaccination Titers and Drug Screening Standardized Procedure' form and 'Employee Health Seasonal Flu Vaccination Standardized Procedure' form. |
| Employee Health | Infectious Disease -Personnel | Annual review. No changes. |
| Employee Health | Injury and Illness Prevention Program (IIPP) | Annual review. No changes. |
| Employee Health | Physical Therapy Intervention- Work Injury | Annual review. No changes. |
| Employee Health | Safe Patient Handling Plan | Annual review. No changes. |
| Employee Health | Tuberculosis Screening Policy and Treatment Plan - Personnel Specific | Annual review. No changes. Updated 'Employee Health Tuberculin Skin Testing Orders' form. |
| Laboratory | Abbott ID Now | New policy. |
| Laboratory | BD Veritor SARS-CoV-2 Test | New policy. |
| Laboratory | Quidel QuickVue TLI Lactoferrin Test | New policy. |
| Infection Control | HWC Masking During Flu Season | Annual review. Revised verbiage to reflect current process. |
| Pharmacy | 340B Inventory Management | Annual review. No changes. |
| Pharmacy | 340B Non-Compliance Material Breach | Annual review. No changes. |
| Pharmacy | 340B Policy Statement | Annual review. No changes. |
| Pharmacy | 340B Program - Roles and Responsibilities | Annual review. No changes. |
| Pharmacy | Adult Intravenous Vancomycin Dosing and Monitoring Guidelines | Annual review. No changes. |
| Pharmacy | Adverse Drug Reaction Report | Annual review. No changes. |
| Pharmacy | After Hours Banana Bag Preparation | Annual review. No changes. |
| Pharmacy | After Hours Pharmacy Service | Annual review. No changes. |
| Pharmacy | Anesthetic Cart Medications | Annual review. No changes. |
| Pharmacy | Antimicrobial Stewardship | Annual review. No changes. |
| Pharmacy | Automated Dispensing Cabinets (Pyxis MedStation system) | Annual review. No changes. |
| Pharmacy | Bedside Medication- Patient Self- Administration | Annual review. No changes. |
| Pharmacy | Board of Pharmacy Notification Required | Annual review. No changes. |
| Pharmacy | Controlled Substances | Annual review. No changes. |

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| Pharmacy | Controlled Substance - Inventory Reconciliation Report | Annual review. No changes. |
| Pharmacy | Controlled Substance - Pharmacy Drug Storage | Annual review. No changes. |
| Pharmacy | Controlled Substance - Purchasing Procedure | Annual review. No changes. |
| Pharmacy | Controlled Substance - Theft or Loss | Annual review. No changes. |
| Pharmacy | Crushing of Solid Dose Medication | Annual review. No changes. |
| Pharmacy | CURES Policy | Annual review. No changes. |
| Pharmacy | Delivery and Check-In of Refilled Cycle Meds for the SNF | Annual review. No changes. |
| Pharmacy | Destruction of Medication | Annual review. No changes. |
| Pharmacy | Director of Pharmacy | Annual review. No changes. |
| Pharmacy | Distinct Part SNF Pharmacist Monthly Medication Review (MMR) | Annual review. No changes. |
| Pharmacy | Drug Recall and Withdrawal | Annual review. No changes. |
| Pharmacy | Drug Shortage | Annual review. No changes. |
| Pharmacy | Drug Storage Temperatures | Annual review. No changes. |
| Pharmacy | Drug Use Evaluation | Annual review. No changes. |
| Pharmacy | Emergency Dispensing of Medications (4 Packs), in the E.D., For Patients to | Annual review. No changes. |
| Pharmacy | Expiration Dates for Partially Used Multi Dose Vials (MDV) of Biologicals and | Annual review. No changes. |
| Pharmacy | Fentanyl Patch Safety | Annual review. No changes. |
| Pharmacy | First Dose Review | Annual review. No changes. |
| Pharmacy | Flushing Heparin Lock Ports in Anticoagulated Patients | Annual review. No changes. |
| Pharmacy | Generic Drug Dispensing | Annual review. No changes. |
| Pharmacy | Hyperalimination | Annual review. No changes. |
| Pharmacy | Impaired Pharmacy Personnel | Annual review. No changes. |
| Pharmacy | Infection Control in the Pharmacy | Annual review. No changes. |
| Pharmacy | Injectable Cancer Chemotherapy Agents | Annual review. No changes. |
| Pharmacy | Investigational Drug Use | Annual review. No changes. |
| Pharmacy | Medical Staff Formulary Policy and Procedure | Annual review. No changes. |
| Pharmacy | Medication Brought to the Facility by a Patient, Resident, or Family Member | Annual review. No changes. |
| Pharmacy | Medication Error Reduction Program (MERP) | Annual review. No changes. |
| Pharmacy | Medication Reconciliation | Annual review. No changes. |
| Pharmacy | Medication Stop Orders - Skilled Nursing Facility | Annual review. No changes. |
| Pharmacy | Medications, High Risk (High Alert) | Annual review. No changes. |
| Pharmacy | Ordering Privileges | Annual review. No changes. |
| Pharmacy | Pharmacy & Patient Care Area Medication Inspections | Annual review. No changes. |
| Pharmacy | Pharmacy and Therapeutic Function of the Medical Staff Executive | Annual review. No changes. |
| Pharmacy | Pharmacy Safety Manual | Annual review. No changes. |
| Pharmacy | Pharmacy Security | Annual review. No changes. |
| Pharmacy | PRN Medications | Annual review. No changes. |
| Pharmacy | Procurement of Pharmaceuticals | Annual review. No changes. |
| Pharmacy | Pyxis User Access | Annual review. No changes. |
| Pharmacy | Quality Assurance Program | Annual review. No changes. |
| Pharmacy | Recommended Procedures for Compounding Intravenous Admixtures by | Annual review. No changes. |
| Pharmacy | Reference Materials | Annual review. No changes. |
| Pharmacy | Repackaging of Pharmaceuticals | Annual review. No changes. |
| Pharmacy | SNF Orders Requiring Laboratory Tests at Specified Frequencies | Annual review. No changes. |
| Pharmacy | Retention of Pharmacy Records | Annual review. No changes. |
| Pharmacy | Safe Preparation of Compounded Sterile Products | Annual review. No changes. |

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| Pharmacy | Scope of Service-Pharmacy | Annual review. No changes. |
| Pharmacy | Sound Alike, Look Alike Medications | Annual review. No changes. |
| Pharmacy | Standard Schedule for Administration of Medications | Annual review. No changes. |
| Pharmacy | Medication Stop Orders - Skilled Nursing Facility | Annual review. No changes. |
| Pharmacy | Storage Requirements for Skilled Nursing Facility Meds | Annual review. No changes. |
| Pharmacy | Temperature Monitoring of Refrigerated Drugs and Pharmacy Work Space | Annual review. No changes. |
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**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BOARD OF DIRECTORS
FINANCE COMMITTEE MEETING MINUTES
41870 GARSTIN DR., BIG BEAR LAKE, CA92315
OCTOBER 06, 2020**

MEMBERS Perri Melnick, Treasurer Garth Hamblin, CFO
PRESENT: Steven Baker, 2nd Vice President Shelly Egerer, Exec. Asst.
John Friel, CEO

STAFF: Kerri Jex Erin Wilson

OTHER: None

**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 October 06, 2020 Finance Committee Meeting Agenda as presented. Second by Board Member Baker to adopt the October 06, 2020 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 1:51 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 1:51 p.m. Hearing no request to address the Finance Committee, Board Member Melnick closed the Hearing Section at 1:51 p.m.

4. **DIRECTOR'S COMMENTS:**

- None

5. **APPROVAL OF MINUTES:**

A. September 01, 2020

Board Member Melnick motioned to approve September 01, 2020 minutes as presented. Second by Board Member Baker to approve the September 01, 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. **August 2020 Finances:**

- Mr. Hamblin reported the following information:
 - 2 months into new fiscal year
 - Days cash on hand is 563
 - Surplus of \$480,000
 - Total patient revenue lower than budget
 - Total expenses lower than budget
 - Dental visits over budget
 - Operating revenue is lower than budget
 - Surplus of \$635,000

B. **CFO Report:**

- **Mr. Hamblin reported the following:**
 - **OR Project:**
 - \$23,200 for removal and replacement of LIM equipment
 - We have budgeted \$80,000 for new baseboards, flooring and wall repairs

- **Staffing / FTE update:**
 - FTE continue to run under budget
 - Screeners are still being utilized and continue to occur additional expenses
 - Laboratory Assistant Manager is assisting
 - BHPP will require 2 full time employees
 - Support staff for surgery

- **Vacuum Plant Replacement Project:**
 - Replace suction equipment
 - Cost is under \$30,000

Board Member Baker motioned to approve the July 2020 Finance Report and CFO Report as presented. Second by Board Member Melnick to approve July 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 2:06 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

Memo

To: Bear Valley Medical Center Board of Trustees
From: Woody White, VP Finance
CC: John Friel, CEO
Date: October 9, 2020
Re: Renewal of QHR Contract

Thank you very much for the opportunity to present the Board of Trustees at Bear Valley Medical Center (the Board) with an early renewal of the QHR contract. We believe that the early renewal will be beneficial to the Board, Bear Valley Medical Center (BVMC), and QHR for the next several years. The changes suggested in our renewal proposal are outlined below:

1. Contract term extended to six years with a four-year window to opt out, change, or renegotiate.
2. Effective date November 1, 2020. End date October 31, 2026. (Current end date is June 25, 2021).
3. New annual fee effective November 1st would be \$320,488. The applicable fee for 2019. (Current fee is \$337,375).
4. Fee would stay level for 18 months until May 1, 2022.
5. Annual inflation factor would be the lesser of 3% or medical CPI. The inflation factor would begin May 1, 2022. (Currently not capped at 3%).
6. We would give a 10% discount on new shared service products you decided to utilize, i.e. Behavioral Health, effective until January 1, 2022.
7. Comparing projected fees with the current contract date of June 25th, BVMC would realize savings of \$150,904 over the six-year term if we assume a 3% inflation factor.

Other terms of the current contract including the two amendments would not change. You will still receive all the benefits you currently receive including, but not limited to:

1. Annual cost report review
2. Mid-year contractual analysis
3. Access to education seminars
4. Access to HPG contracts
5. Compliance assessment
6. AHA dues discount

We appreciate our six-year management affiliation. BVMC has come a long way since we started, and there are many more great things to come. We hope that you have seen and realized the strides that have been made.

I look forward to discussing the renewal proposal at the Board meeting. If you have any questions, please do not hesitate to ask. If the renewal proposal is accepted, we will have a formal amendment prepared for Dr. Boss to execute.

Thank you again for your confidence, trust, and loyalty with and to QHR.



Contract Cover Sheet

Contract Name: Michael Norman, D.O.

Purpose of Contract: SNF Director Service Agreement

Contract # / Effective Date / Term/ Cost: 18-1-2020 - 11-30-2022

Originating Dept. Name / Number: _____

Department Manager Signature: _____ Date: _____

make sure it is updated BAA

BAA: Yes No
on file

W-9: Yes No
on file

| | | |
|---|--------------------------------------|----------------------------|
| <u>Administrative Officer</u> | Signature: <u><i>[Signature]</i></u> | Date: _____ |
| <u>HIPAA/Security Officer</u> (Software/EHR Related) | Signature: _____ | Date: _____ |
| <u>HIPAA Privacy Officer</u> (BAA applicable) | Signature: <u><i>[Signature]</i></u> | Date: <u>10-27-2020</u> |
| <u>Legal Counsel</u> | Signature: _____ | Date: _____ |
| <u>Compliance Officer</u> | Signature: <u><i>Mary Norman</i></u> | Date: <u>10/27/20 FMV?</u> |
| <u>Chief Financial Officer</u> | Signature: <u><i>[Signature]</i></u> | Date: <u>2 Nov 2020</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/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

**SKILLED NURSING FACILITY AGREEMENT FOR MEDICAL DIRECTOR SERVICES
BETWEEN
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
AND
MICHAEL NORMAN, D.O.**

THIS SKILLED NURSING FACILITY AGREEMENT FOR MEDICAL DIRECTOR SERVICES ("Agreement") is made and entered into as of December 01, 2020 ("Effective Date"), by and between Bear Valley Community Healthcare District (a public entity) ("District") and Michael Norman, D.O. ("Physician").

RECITALS

WHEREAS, the District is the owner and operator of an acute care hospital with a distinct part skilled nursing facility, located in Big Bear Lake, California ("Hospital").

WHEREAS, the District desires Physician to provide medical director services in the Hospital's Skilled Nursing Facility ("department" or "Skilled Nursing Facility"); 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 the American Osteopathic Board or Internal Medicine.

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. Be responsible for reviewing employees' preemployment and annual health examination reports;
6. Generally monitor the quality of patient care and professional performance rendered by members with clinical privileges in the distinct part skilled nursing facility;
7. 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;
8. 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
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 in the Distinct Part Skilled Nursing Facility. 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. Skilled Nursing Facility Policies.** Physician 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 insure 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. Marketing. 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: Michael Norman, D.O.
16049 Tuscola Road, Suite CB
Apple Valley, CA. 92307

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: _____

Michael Norman, D.O.
16049 Tuscola Road, Suite CB
Apple Valley, CA. 92307

EXHIBIT A

PHYSICIAN DEPARTMENT DIRECTOR MONTHLY ADMINISTRATION SERVICES LOG

Medical Director of Skilled Nursing Facility

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 ON-CALL AGREEMENT
WITH
MATTHEW J. PAUTZ, D.O.**

THIS PHYSICIAN ON-CALL AGREEMENT (“Agreement”) is made and entered into as of the 12TH day of November 2020 by and between Bear Valley Community Healthcare District (a public entity), (“District”) and Matthew J. Pautz, D.O. (“Physician”).

RECITALS

WHEREAS the District (hereafter “Hospital” or “District”), is the owner and operator of a general acute care hospital located in Big Bear Lake, California.

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

WHEREAS, the District desires Physician to provide on-call general orthopedic and orthopedic surgery services; and Physician is willing and so desires to contract with the District to furnish said services to the District and its patients.

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. **PHYSICIAN QUALIFICATIONS.** Physician shall be duly licensed and qualified to practice medicine in California and shall be approved for membership and/or clinical privileges by Board of Directors in accordance with the medical staff Bylaws, Rules and Regulations. Physician shall maintain current certifications relevant to general orthopedic care and orthopedic surgery.

B. **STANDARDS.** The professional services rendered by Physician shall be provided in compliance with the standards of the Department of Health and Human Services, all applicable Federal, State, local or private accrediting organizations, the policies and procedures of the District and its Medical Staff, and prevailing standards of practice for doctors of medicine who practice in the field of orthopedic medicine.

C. **DUTIES AND OBLIGATIONS.**

1. Physician shall provide on call services for orthopedic physician coverage during weekends and holidays as defined below. On call services, for the purposes of this contract, are to be from 10 am to 10 pm on designated on call days. Physician shall provide orthopedic medical care to patients at the Hospital consistent with Federal and State regulations. Care and treatment rendered by Physician must be compliant with the prevailing standard of care for orthopedic

surgeons in California. This Agreement is subject to and conditional upon Physician obtaining medical staff privileges for the practice of orthopedic medicine at the Hospital.

2. Schedule. Physician agrees to provide Orthopedic On-Call Emergency Room coverage for the 2020/2021 ski season according to a mutually agreed upon scheduled published monthly throughout the ski season.

The district is under no obligation to provide Physician with a certain number or minimum of on call days during the term of the contract. Physician shall be available from 10 am to 10 pm while on-call and capable of responding by telephone within fifteen (15) minutes and, when necessary, in person within thirty (30) minutes or within a time agreed upon by the physician requesting services and the physician on-call.

3. Quality Improvement. Physician shall participate in Quality Improvement programs conducted by the District/Hospital to ensure orthopedic services and the Hospital are compliant with regulatory, accreditation, insurance requirements and shall participate in such other Quality Improvement programs with the District/Hospital as reasonably requested.

4. Utilization Review/Discharge Planning. Physician shall participate in the utilization review and discharge-planning programs conducted by the District/Hospital necessary to ensure that Orthopedic Services and the District/Hospital are compliant with regulatory, accreditation, and insurance requirements and shall participate in such other utilization review programs within the Hospital as the Hospital may reasonably request.

5. Risk Management. Contractor shall participate in risk management programs conducted by the Hospital and the medical staff necessary to ensure the District/Hospital is compliant with regulatory, accreditation, and insurance requirements and shall participate in such risk management programs within the District/Hospital as the District/Hospital may reasonably request.

6. Ethics. In performing services under this Agreement, Physician shall use his best and most diligent efforts and professional skills; 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.

7. 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 that meets the applicable standards of care.

8. 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, employees to any person, either during the term of this Agreement or following termination of this Agreement.

9. 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:

- a. Physician's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
- b. Physician becomes the subject of any suit, action or other legal proceeding arising out of Physician's professional services;

- c. Physician is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
- d. 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;
- e. Physician becomes incapacitated or disabled from practicing medicine;
- f. 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;
- g. Physician changes the location of his offices;
- h. Physician is charged with or convicted of a criminal offense; or
- i. 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.

10. Physician shall participate in all government and third-party payment or managed care programs in which Hospital 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's patients. If Hospital deems it advisable for Physician to contract with a payer with which Hospital has a contract, Physician agrees in good faith to negotiate a contractual agreement equal to the reasonable prevailing reimbursement rates for orthopedic surgeons within the geographic area of Hospital.

D. 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 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 D. shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

E. REPORTS AND RECORDS. Physician shall, in accordance with Hospital 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 Hospital, 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 Hospital; provided that Physician shall have access to such reports, records, and supporting documents as authorized by Hospital policies and the law of the State of California.

F. 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. 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 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;
- C. 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;
- D. 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;
- E. 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;
- F. 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,
- G. 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.

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.

A. Physician will receive from the District a \$1,100.00 fee for each on-call shift (10:00 am -10:00 pm). Said fee will be paid on the 10th day of each month for services rendered the previous month.

B. The District will be responsible for Physician's lodging while on-call during the term of the agreement and the published-On Call Schedule. The District will pay a lodging stipend of \$150.00 per day beginning November 14, 2019 while physician is on call.

C. Physician will perform all of his own physician billing and collection services for any and all medical services rendered to District patients. The District will not issue bills or invoices, or collect and retain fees, for professional services rendered by the Physician at the District.

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 November 12, 2020 through November 11, 2021. This Agreement may be extended only by a mutual written Agreement and is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

- A. Hospital may terminate this Agreement immediately upon written notice to Physician based on the occurrence of any of the following events:
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 health care 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 fails to complete medical records in a timely fashion;
 8. Physician fails to maintain the minimum professional liability insurance coverage;
 9. Physician inefficiently manages patients and such inefficient management has not been cured after 10 days written notice from the Hospital;
 10. 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 10 days written notice from the Hospital;
 11. Physician is unable to provide medical services under the terms of this Agreement due to a physical or mental disability;
 12. Physician becomes impaired by the use of alcohol or drugs;
 13. Physician is convicted of any criminal offense, regardless of whether such action arose out of Physician's provision of professional services;
 14. 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
 15. 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 10 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 thirty (30) 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 into 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 maintain at Physician's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Physician as the named insured, and such policy shall cover any acts of Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000.00) per claim/Three Million Dollars (\$3,000,000.00) annual aggregate for "claims made" insurance coverage. Physician further shall maintain "continuous coverage," as defined by this Section for the entire relevant term. The relevant term shall commence with the date of this Agreement and shall continue through the term of this Agreement, as well as any extensions or renewals thereof, and for a period thereafter of no less than three (3) years. In order to maintain continuous coverage for the entire relevant term Physician shall, if it changes insurers for any reason, take the necessary actions required in order to provide continuous coverage by either obtaining "tail" insurance from the preceding carriers, or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this Section, the "tail" insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the last contract between the parties for a period of three (3) years. In order to satisfy the requirements of this Section for "nose" insurance, the retroactive effective date for such insurance must be at least the first date of the relevant term noted above. Physician shall provide proof of current insurance and, in the event of modification, termination, expiration, non-renewal or cancellation of any of the aforesaid policies of insurance, Physician shall give Hospital written notice thereof within thirty (30) business days of Physician's receipt of such notification from any of its insurers. In the event Physician fails to procure, maintain or pay for said insurance as required herein, Hospital shall have the right, but not the obligation to obtain such insurance. In that event, Physician shall reimburse Hospital for the cost thereof, and failure to repay the same upon demand by Hospital shall constitute a material breach hereunder.

SECTION XI. ASSIGNMENT.

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

SECTION XII. 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 Friel, Chief Executive Officer
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Physician: Matthew J. Pautz, D.O.
18031 US Hwy 18, Suite A
Apple Valley, CA 92307
Phone: (760) 245 2663
Fax: (760) 245 2668

SECTION XIII. PRE EXISTING AGREEMENT.

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. NON-EXCLUSIVITY.

Physician shall be completely free to work in any other facility, in any capacity, and this Agreement shall not be deemed an exclusive contract for his services.

SECTION XVI. 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 XVII. SEVERABILITY.

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

SECTION XVIII. 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 XIX. 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 XX. 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, M.D., Board President
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____ **By:** _____
Matthew J. Pautz, D.O.
18031 US Hwy 18, Suite A
Apple Valley, CA 92307



CNO Monthly Report

| TOPIC | UPDATE |
|--|---|
| 1. Regulatory | <ul style="list-style-type: none"> ▪ CDPH conducted Infection Control Survey on the SNF 10/14/2020 ▪ 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. |
| 2. Budget/Staffing | <ul style="list-style-type: none"> ▪ Monitoring expenses. Flexing staff as census permits. |
| 3. Departmental Reports | |
| <ul style="list-style-type: none"> ▪ Emergency Department | <ul style="list-style-type: none"> ▪ CPR Auto Pulse has arrived- training to be scheduled. ▪ In process of hiring seasonal winter staff ▪ Participated in BETA Sepsis Collaborative workshop |
| <ul style="list-style-type: none"> ▪ Acute | <ul style="list-style-type: none"> ▪ In process of hiring 1 FT RN ▪ Reviewing proposals from 2 companies for Detox program. ▪ Orientation webinar with Restorix wound care to be held 11/6 |
| <ul style="list-style-type: none"> ▪ Skilled Nursing | <ul style="list-style-type: none"> ▪ Successful onsite Infection Control survey completed. ▪ Many webinars/ phone calls regarding SNF COVID planning. ▪ More CDPH surveys are expected ▪ COVID testing for SNF staff is mandated weekly for all staff that enter the SNF unit ▪ Staffing ratios adjusted per productivity recommendations ▪ Dr. Stewart submitted resignation. Recruiting for SNF Medical Director. ▪ Activities room renovation in progress- awaiting new furniture |
| <ul style="list-style-type: none"> ▪ Surgical Services | <ul style="list-style-type: none"> ▪ Elective surgical cases have resumed. ▪ Olympus scopes have arrived- training scheduled ▪ Dr. Chin scheduled to start surgery ▪ Dr. Kondal to resume surgery in December ▪ Dr. Busch scheduled to start surgery |

| | |
|---|--|
| <ul style="list-style-type: none"> ▪ Case Management | <ul style="list-style-type: none"> ▪ 1 Swing patient to transfer to SNF ▪ Taking on additional duties to support the acute unit, SNF RN coverage and Infection Control monitoring. |
| <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. ▪ Echocardiograms every Wednesday- numbers are increasing ▪ RT held lunch & learn for physicians and visited physician offices to discuss Echocardiogram services. |
| <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 PD Patient Access Representative hired |
| <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 ▪ RD working with FHC to provide consults for FHC and CPSP patients. ▪ Working with SNF to resume candlelight dinners (no family or visitors yet). ▪ Working on purchase of food vending machine for afterhours/ night staff. |
| <p>4. Infection Prevention</p> | <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 and FHC lobby. ▪ Working with Purchasing Manager to implement Scope cleaning and maintenance program. |
| <p>5. Quality Improvement</p> | <ul style="list-style-type: none"> ▪ 2 BHPP Grant Substance Use/ Behavioral Health Navigators hired for the Emergency Department. Grant reporting to start in November ▪ Participated in BETA HEART workshop ▪ SCORE Survey to be held in February ▪ PFAC meeting scheduled for December |
| <p>6. Policy Updates</p> | <ul style="list-style-type: none"> ▪ Nursing Admin Policies in review process. |
| <p>7. Safety & Products</p> | <ul style="list-style-type: none"> ▪ Working closely with Purchasing regarding supply & PPE shortage and alternatives. |

| | |
|---|--|
| | <ul style="list-style-type: none"> ▪ Disaster committee meeting held |
| 8. Education | <ul style="list-style-type: none"> ▪ BLS Classes scheduled monthly, ACLS & PALS classes were held in August. ▪ Clinical Skills Day was held in October ▪ Next Clinical Skills Day scheduled for November ▪ COVID training on Relias for all staff ▪ 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. ▪ |
| <p>Respectfully Submitted by: <i>Kerri Jex, CNO</i></p> <p style="text-align: right;"><i>Date: November 2nd, 2020</i></p> | |

2020 Surgery Report

| Sep-20 | | |
|---------------|------------|--|
| Physician | # of Cases | Procedures |
| Pautz - DO | 1 | Shoulder Arthroscopy |
| Pautz - DO | 1 | Shoulder Arthroscopy with Subacromial Decompression and Open Tenodesis with Rotator Cuff Debridement |
| Pautz - DO | 1 | Removal Hardware Leg |
| Pautz - DO | 1 | Removal Hardware Forearm |
| Pautz - DO | 1 | Arthroscopy Knee |
| Pautz - DO | 1 | Repair Malunion Scaphoid |
| Pautz - DO | 1 | Steroid Injection B/L Hips Under Fluoroscopy |
| Critel - CRNA | 2 | LESI |
| Kondal - MD | 0 | |
| Tayani | 0 | Cataracts |
| Total | 9 | |

| Oct-20 | | |
|---------------|------------|------------------------------------|
| Physician | # of Cases | Procedures |
| Pautz - DO | 1 | Arthroscopy Knee |
| Pautz - DO | 1 | Arthroscopy Shoulder |
| Pautz - DO | 1 | Repair Malunion Scaphoid |
| Pautz - DO | 1 | Removal of Hardware Forearm |
| Pautz - DO | 1 | Steroid Injection Hip Under Fluoro |
| Kondal - MD | 0 | |
| Critel - CRNA | 5 | LESI |
| Critel - CRNA | 1 | Hip Injection |
| Critel - CRNA | 1 | SI Joint Injection |
| Tayani | 6 | Cataracts |
| Total | 18 | |

| Nov-20 | | |
|---------------|------------|------------|
| Physician | # of Cases | Procedures |
| Pautz - DO | | |
| Critel - CRNA | | |
| Kondal - MD | | |
| Kondal - MD | | |
| Joson | | |
| Total | 0 | |

| Dec-20 | | |
|------------|------------|------------|
| Physician | # of Cases | Procedures |
| Pautz - DO | | |



CHIEF EXECUTIVE OFFICER REPORT

November 2020

CEO Information:

I would like to congratulate Perri Melnick, Steve Baker and Mark Kaliher for their election of a four year term to BVCHD Board of Directors.

The final step in the Strategic Plan process is completed. A date for the Board Planning Retreat is scheduled for November 13, 2020 with a continental breakfast served at 8:30 a.m. in the hospital's main conference. You will receive the retreat material on Monday November 09th.

The Mom & Dad Project was awarded on HHS grant for Earned Income Tax Credit (ETIC) for \$25,000 for the next four years and they also received another grant from the In-n-Out Foundation for \$11,000 for our Nurturing Parenting Program.

The UCC plans are being reviewed by the City of BBL and we have received comments from them which were minor. A response was provided, and we expect approval of the TI plans soon.

A successful annual employee service award luncheon was held on November 04, outside venue at Wyatt's. Thirty employees were recognized representing 50 years of employment. Employees with five, ten, fifteen and twenty years of service were recognized.

The Foundation's Tree of Lights ceremony will be conducted on November 14 at 5:00 pm. The ceremony will be conducted in the district parking lot, via radio and Facebook.

Thank you
Wendy Zimmerman

Thank you
Matthew Rathbun

For all you do!

Thank you

Thank you!
Mark Versaggi

Thank you so much!
- Victoria S.

Thanks!!
Dialoz

Thank you!!
Cin

Your support means
the world to us!
Thank you! Kara Eddings

Thank You!
Jannie
Reardon

Thank you for everything!
- Heather Fox

Thank you for
everything
Jenny

ADMINISTRATION TEAM

THANK YOU FOR THE MANY CATERED
LUNCHEONS, THE GIFT BAGS AND SMETS
FROM COA. WE SO APPRECIATE YOUR
EFFORTS AND SUPPORT.

THANK YOU SO MUCH
Cammie Strong

Thank you,
April Early

THANK YOU!
Dulley Egberts

THANKS
Marlon

Thank you!
Nicole Wheeler

Thank you so much
Zoe

Thank you!
Rayla Phillips

October 26, 2020

John Friel, CEO, BHCHD, Board of Directors

On behalf of the Emergency Room Department staff, we would like to personally thank the Bear Valley Community Healthcare District, Board of Directors, as well as Mr. John Friel, CEO for the appreciation award. During these very challenging times, it is very gratifying to see our work being specially noted, it inspires all of us to continue to give the highest level of care to our community members and visitors alike.

Sincerely,

Emergency Room Staff
Bear Valley Community Hospital

[Signature]
Shannon Bummer

Jami Smith

[Signature]
Michelle A Jones RN

Mr. Kalikher

[Signature]
Hawson

Thank you Jami Penn
deigh Overton

Aaron Taylor

Bryce B...

Spil Early
Aisha Taylor
Michelle Valenzuela

D Callahan

Mary Stepha

[Signature]
John
John

Dee Ward
STEPH EARLY

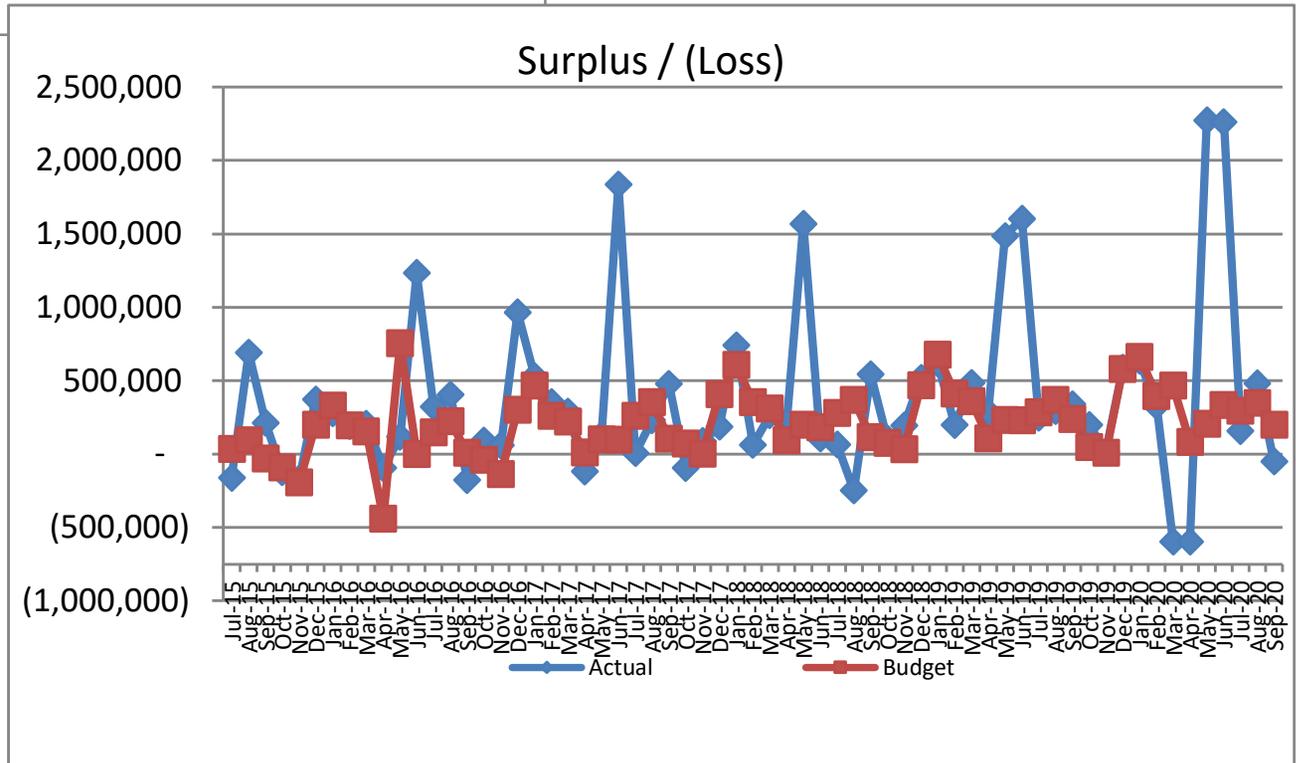
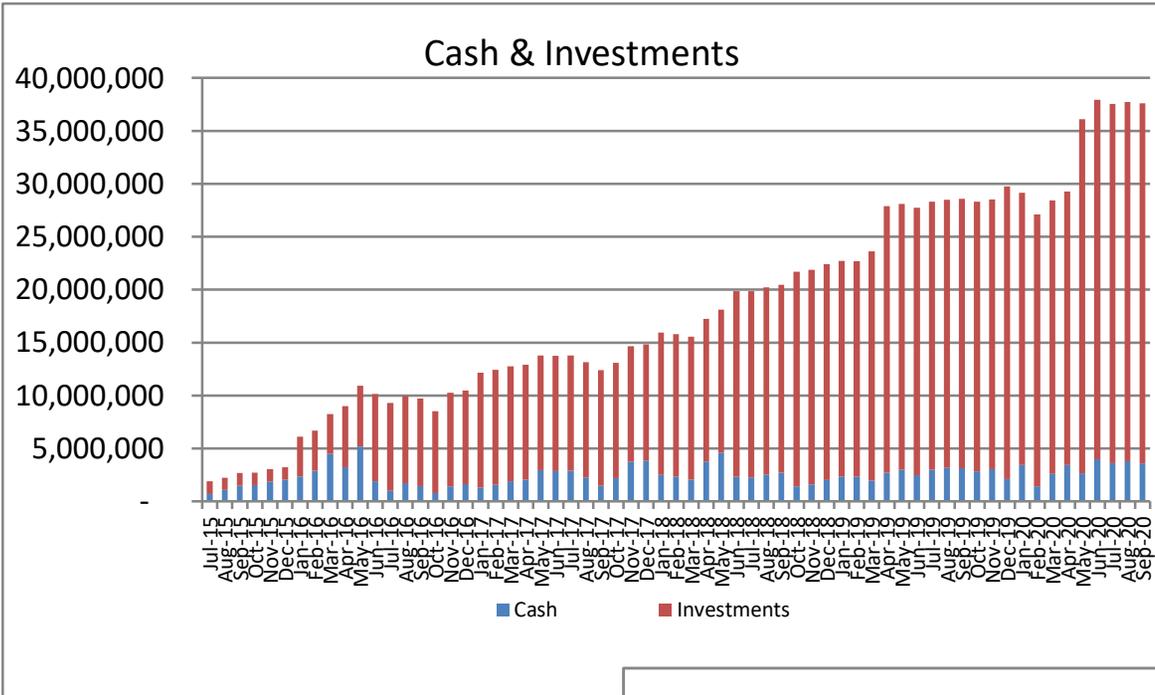
W. Clark
Sara Cloutier

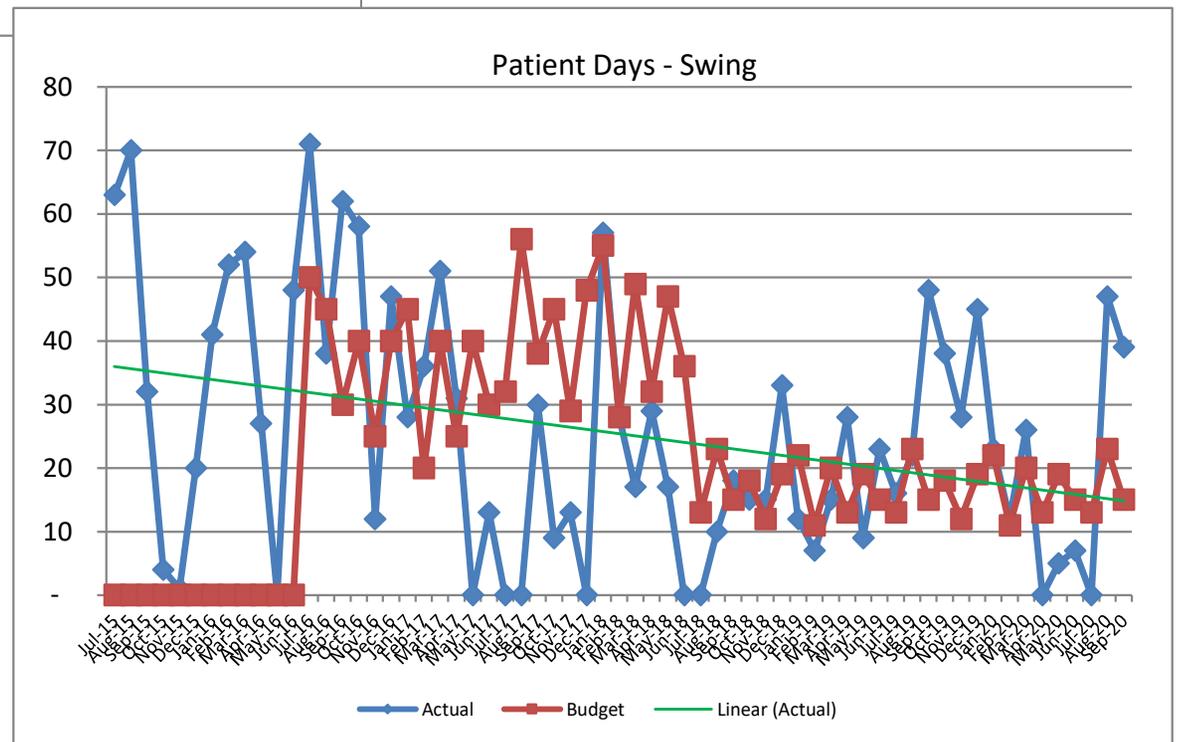
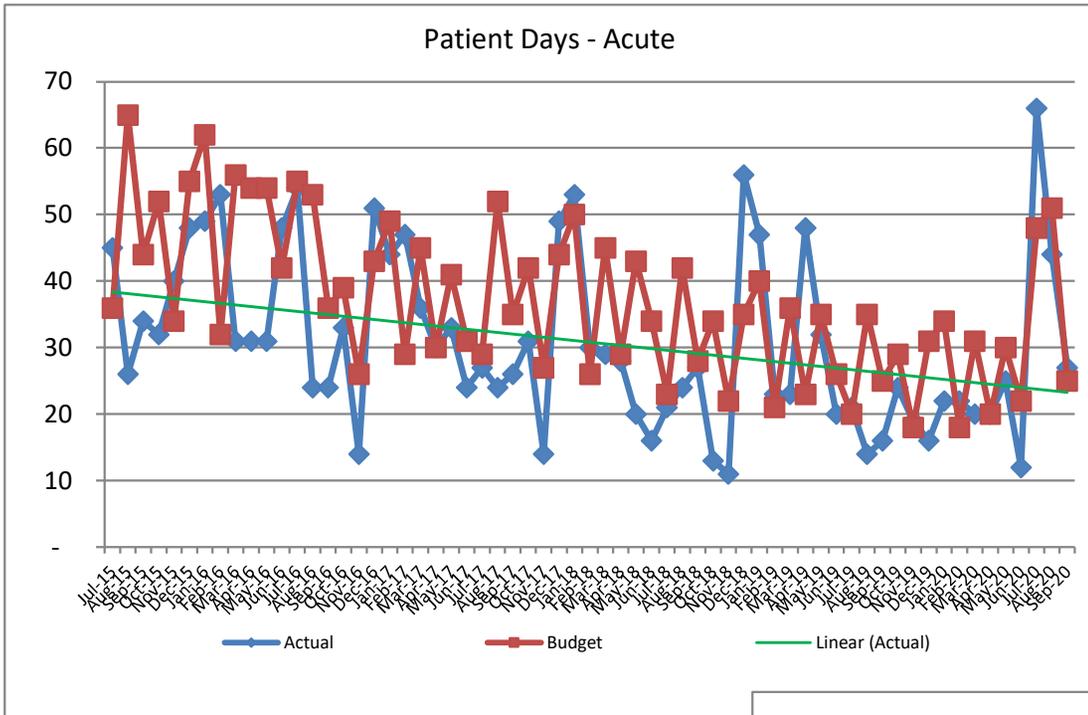


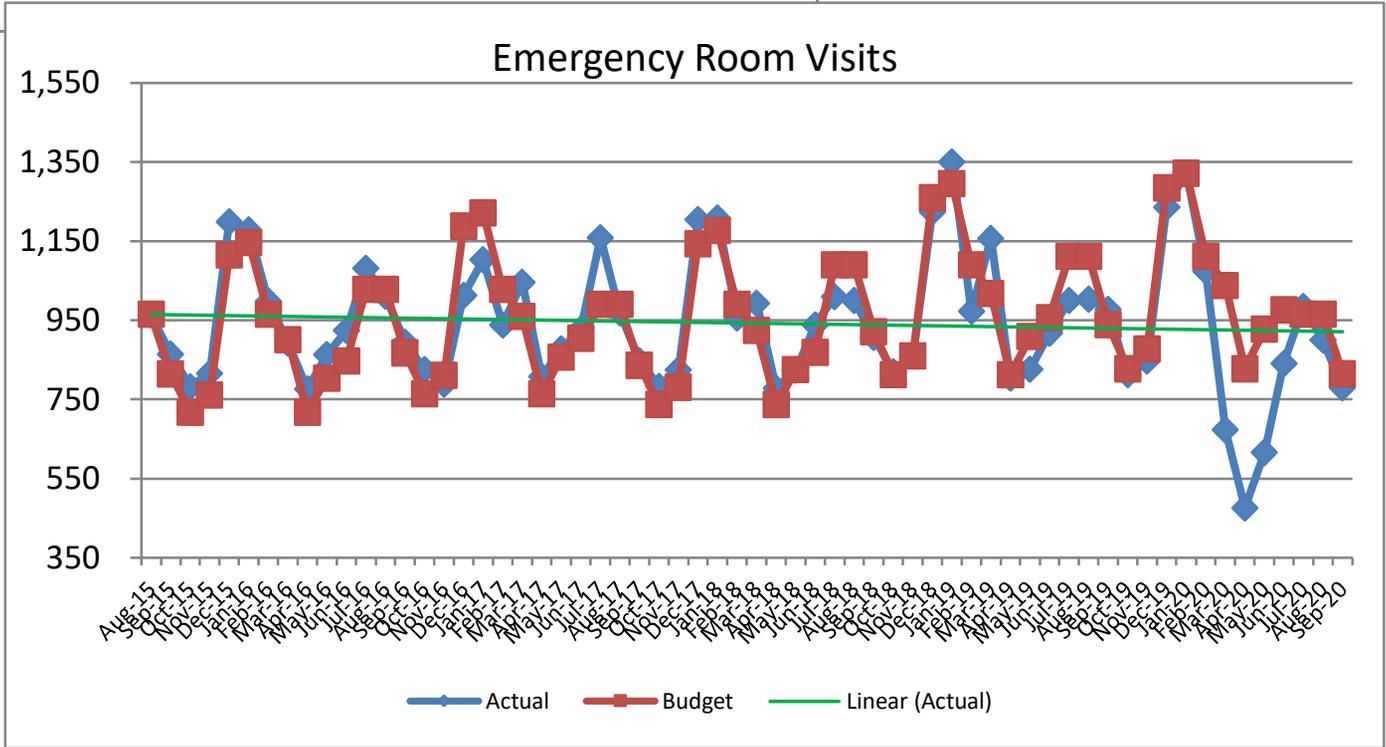
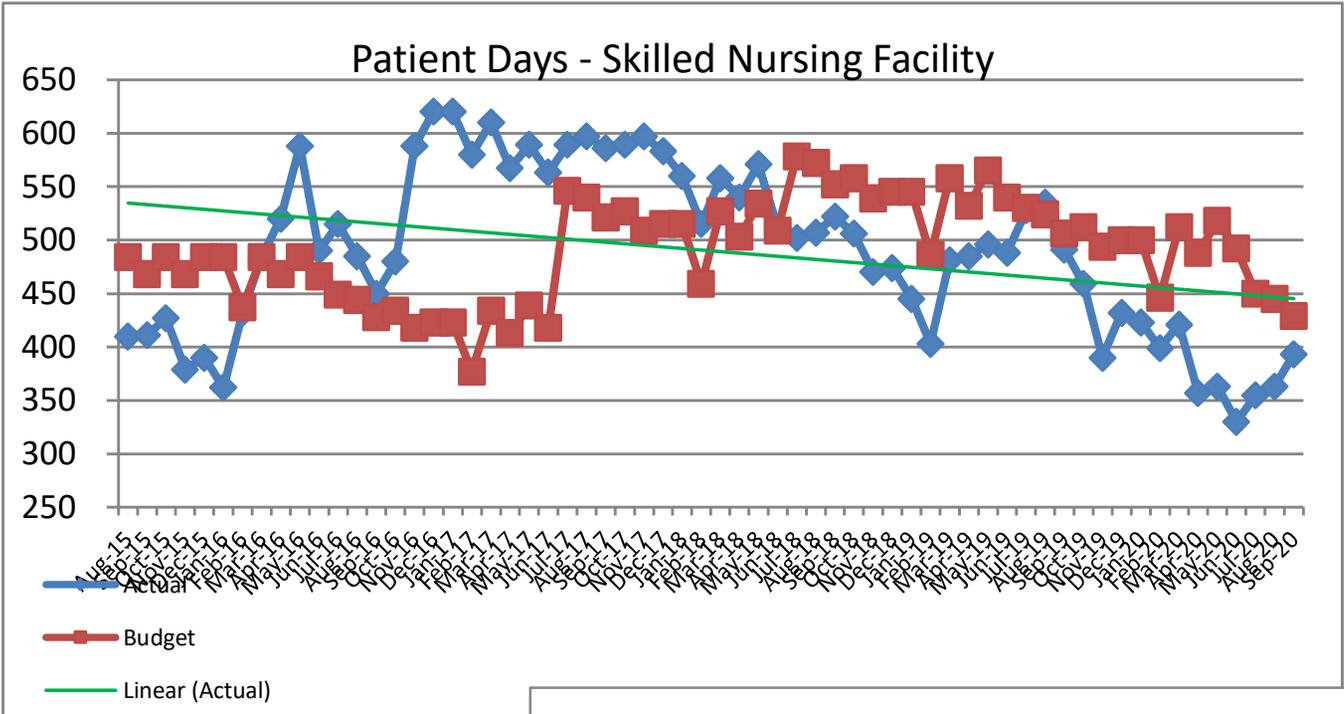
Finance Report
September 2020 Results

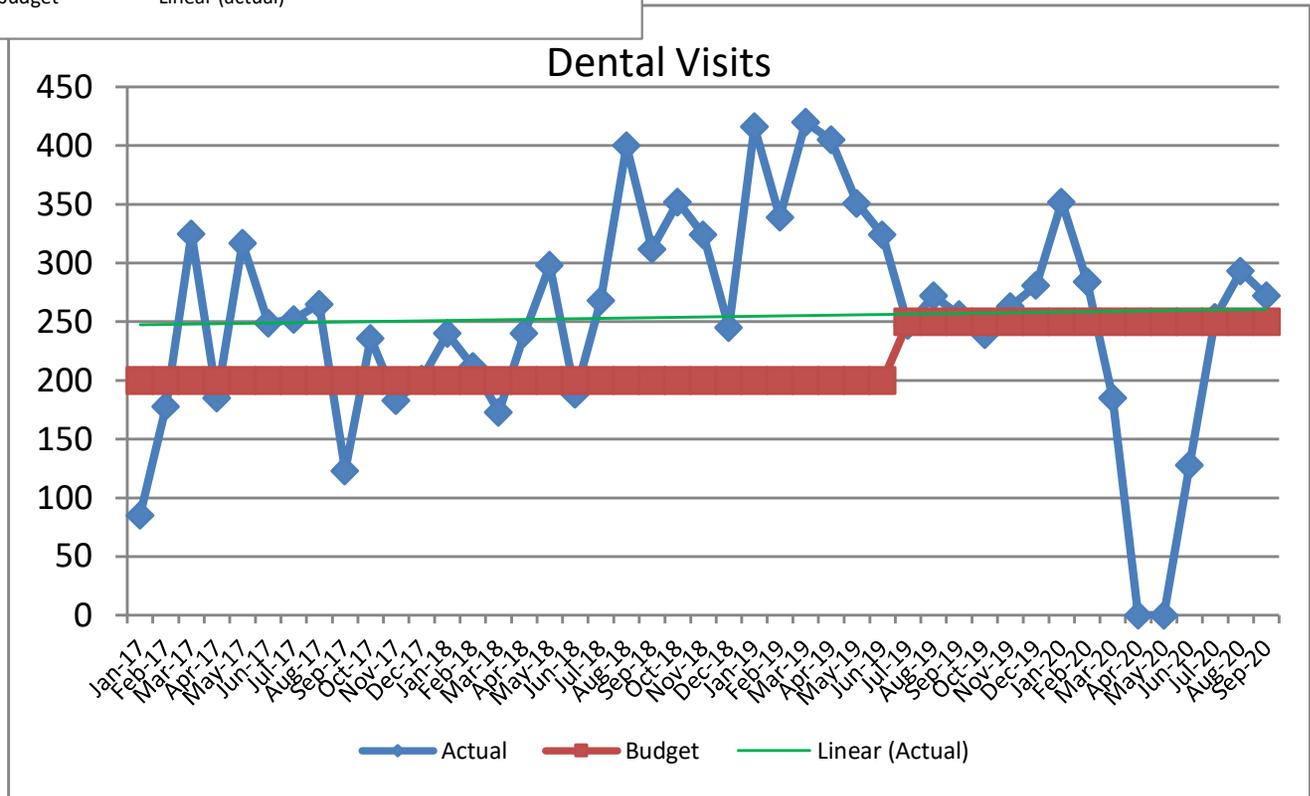
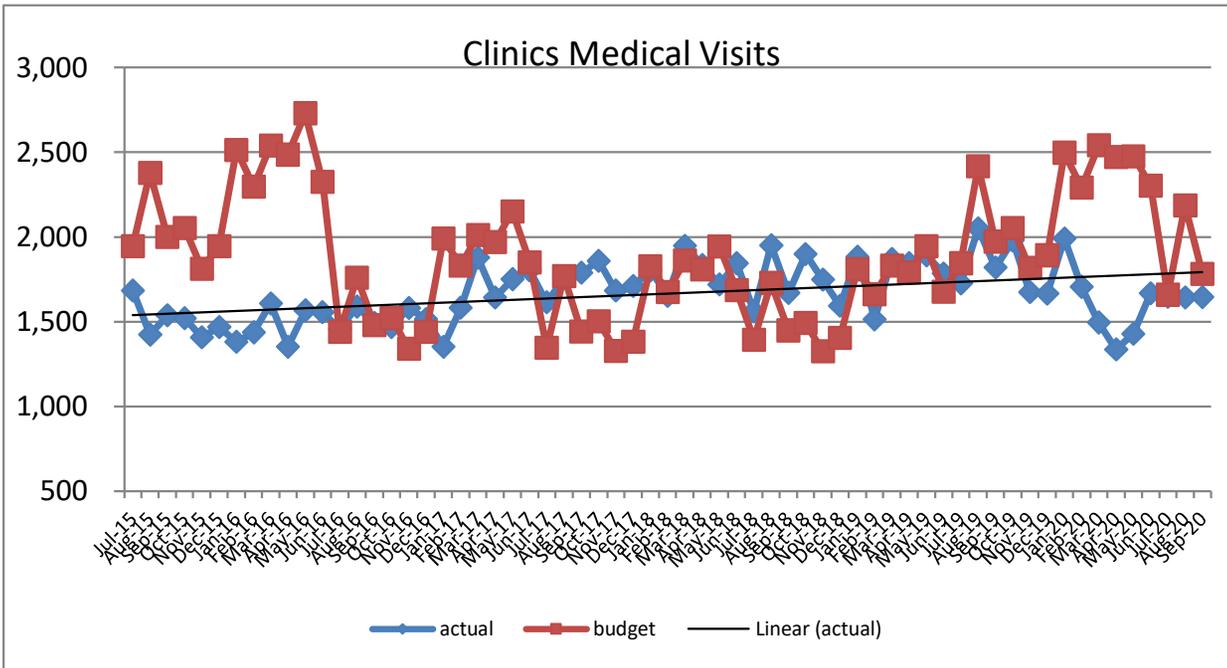
Summary for September 2020

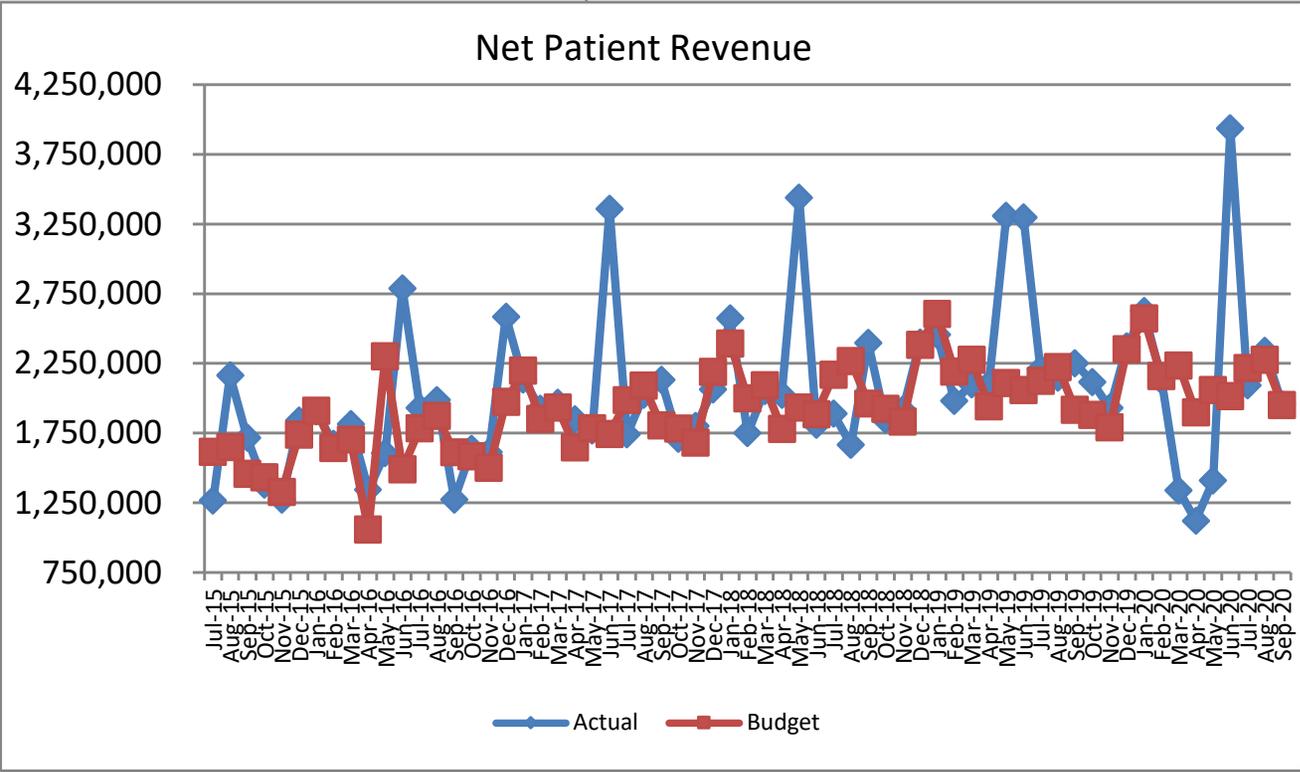
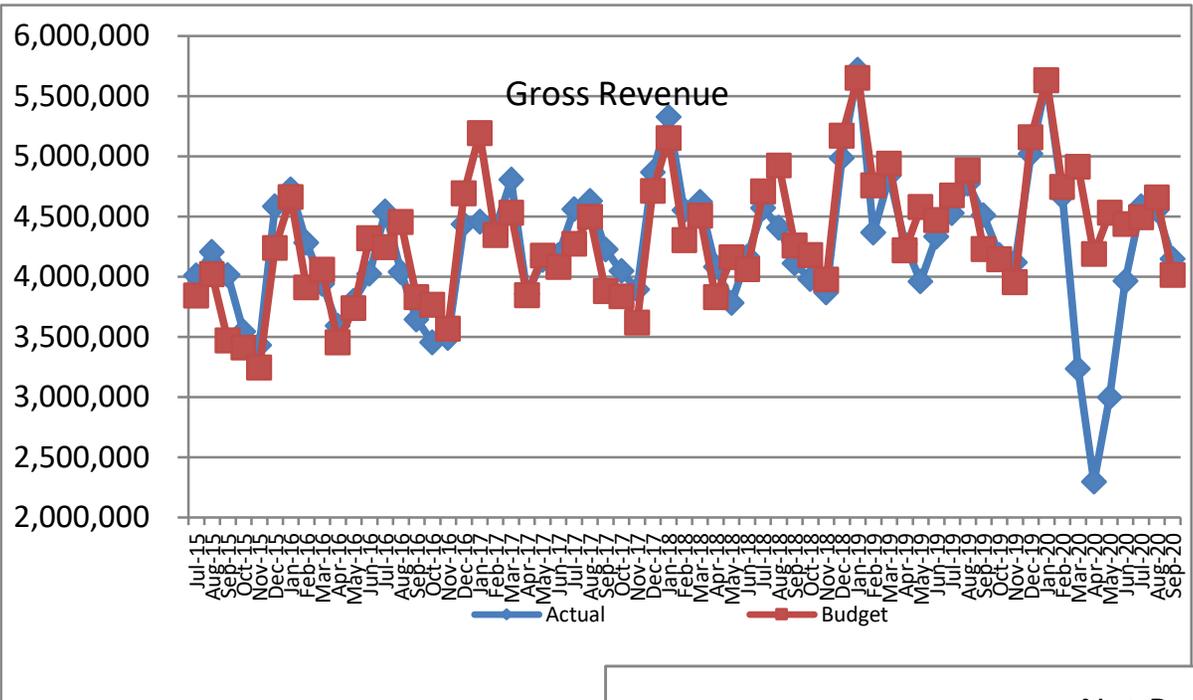
- Cash on hand \$ 3,576,588
- Investments \$34,014,745
- Days Cash on hand, including investments with LAIF – 540
- Loss of \$51,788 was \$252,623 lower than budget
- Total Patient Revenue was 3.4% higher than Budget for the month
- Net Patient Revenue was 0.1% more than budget
- Total Expenses were 7.1% more than budget

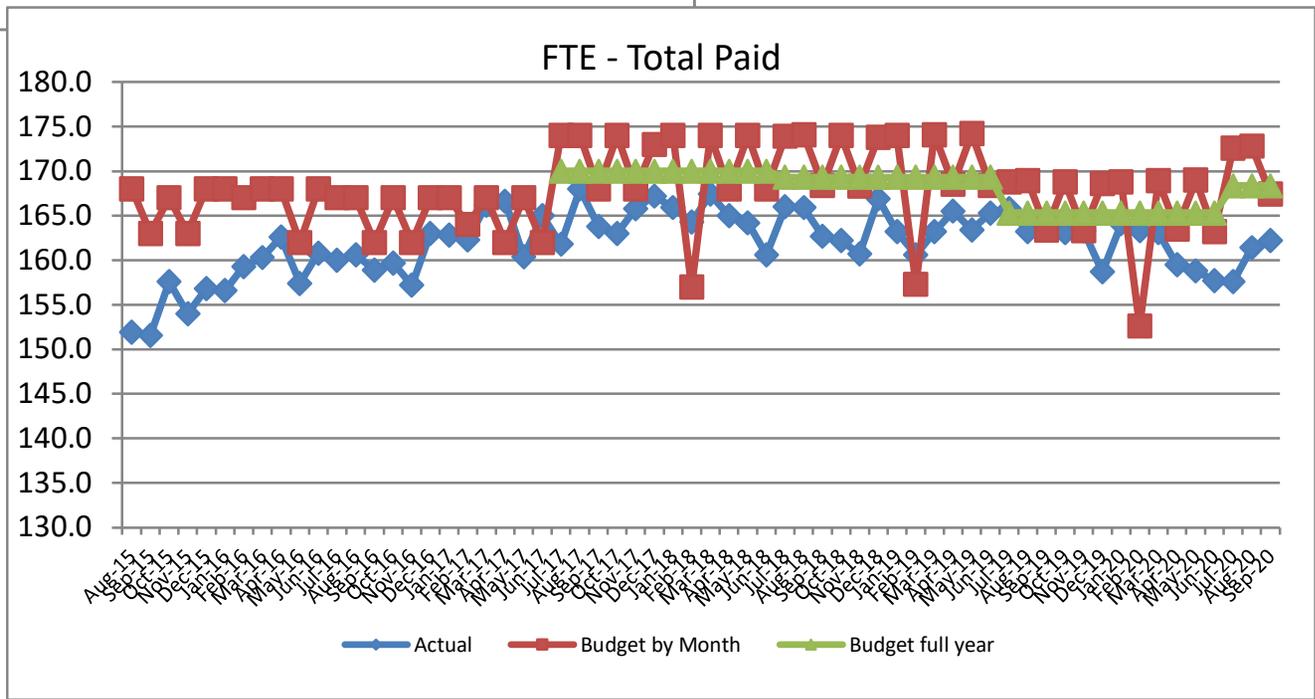
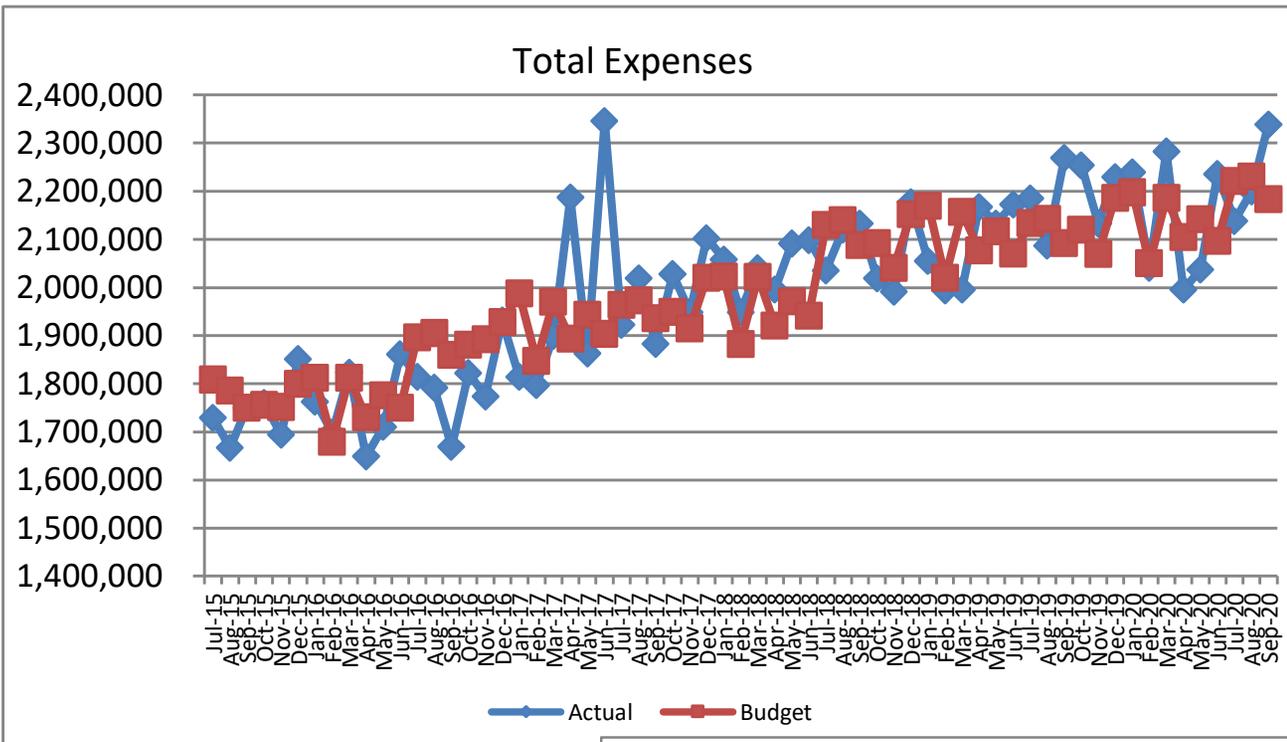




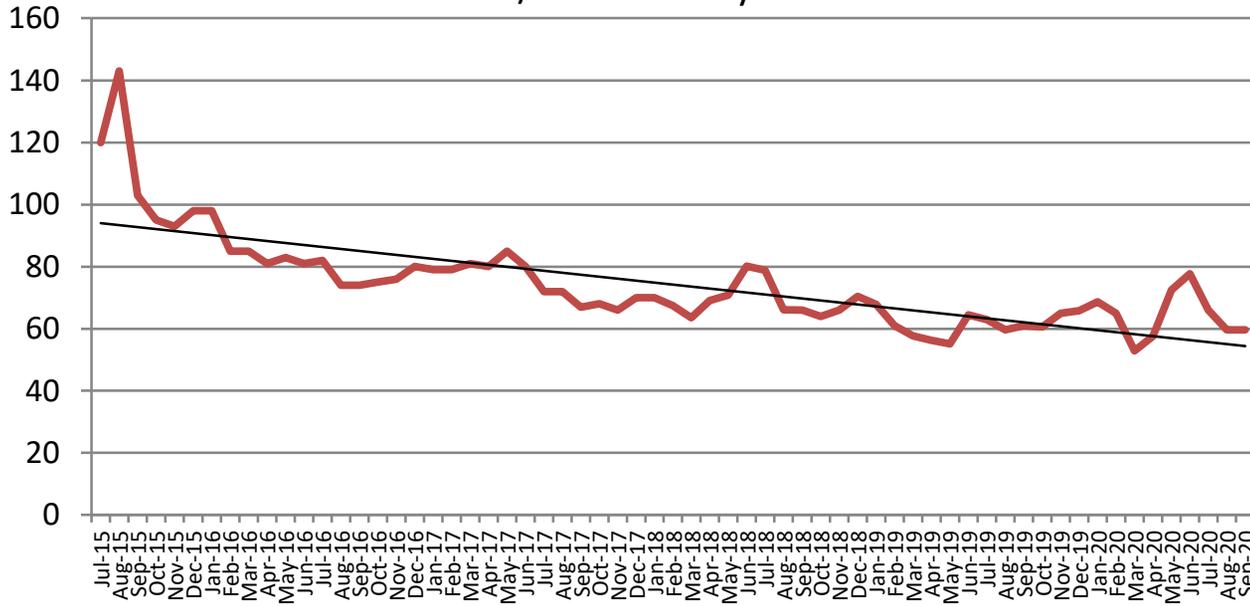




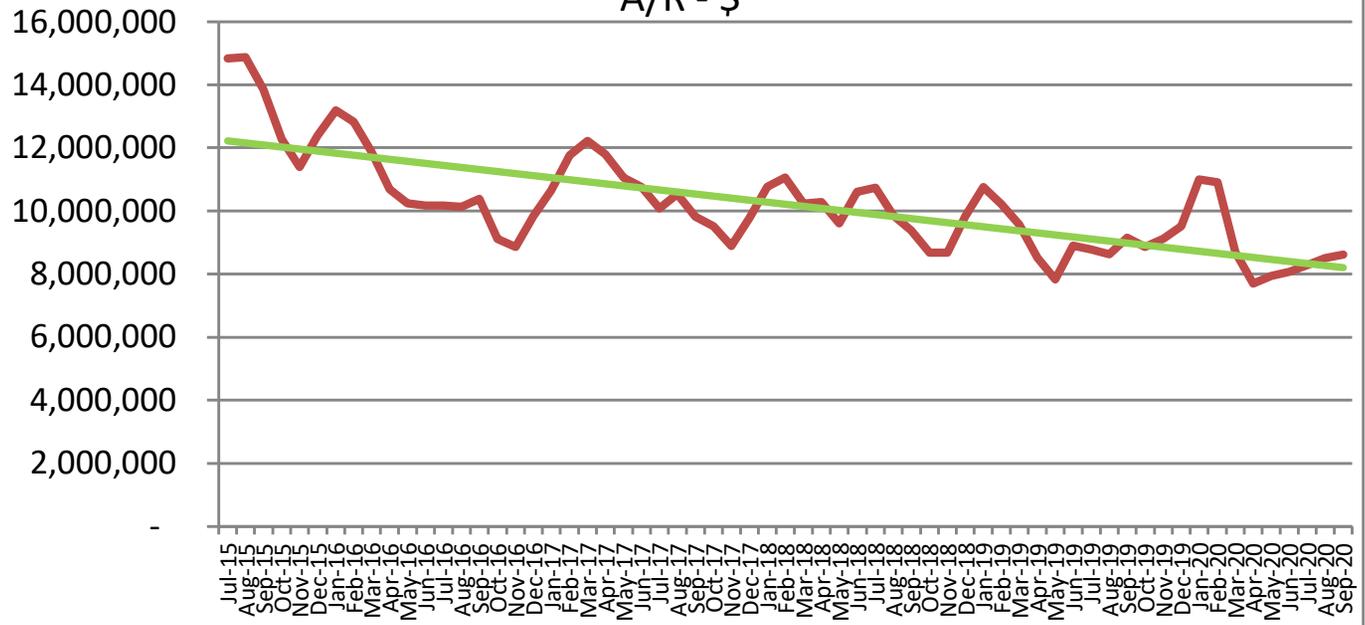




A/R - Gross Days



A/R - \$





September 2020 Financial Results

For the month . . .

Total Patient Revenue for September 2020 was \$4,148,760 - this was 3.4% or \$134,825 more than budget. Inpatient revenue was over budget again this month. ER revenue was 4.7% over budget. Outpatient, Clinic, and SNF revenue were under budget.

Total Revenue deductions of \$2,192,896 were 6.4% over budget.

Total Operating Revenue was \$2,000,027 – 2.5% under our budgeted amount.

Total Expenses of \$2,339,247 were 7.1% higher than budget. We have added some contract / registry staff in ER. Supplies are over budget in Pharmacy and Lab (reflecting increased cost related to pandemic preparations). Purchased Services expenses are higher in our Disaster cost center with continued Contract Security service.

Our Operating Cash and Investments total \$37,591,333 as of the end of month. Total days cash on hand as of the end of September 2020 were 540.

Key Statistics

Acute patient days of 27 were 8% more than the budgeted number. Swing days of 39 for the month were more than two times the budgeted number. Skilled Nursing Facility days of 393 were 8% lower than budget – our Average Daily Census was 13.4. ER Visits of 780 were 4.3% lower than budget. Clinics Medical visits continue under budget. We had 272 Dental visits for August.

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

Year-to-Date (through 3 months of our Fiscal year)

Total patient revenue is 0.9% higher than budget

Total Operating Revenue is 2.4% lower than budget

Total Expenses are 0.6% more than budget

Our Surplus of \$583,474 is \$259,377 lower than budget

Bear Valley Community Healthcare District
Financial Statements September 30, 2020

Financial Highlights—Hospital
STATEMENT OF OPERATIONS

| | Current Month | | | | | Year-to-Date | | | | |
|-----------------------------------|---------------|-----------|-----------|-----------|---------|--------------|------------|------------|-----------|--------|
| | A | B | C | D | E | F | G | H | I | J |
| | 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 | 4,510,568 | 4,148,760 | 4,013,935 | 134,825 | 3.4% | 13,809,372 | 13,286,245 | 13,162,327 | 123,918 | 0.9% |
| 2 Total revenue deductions | 2,258,799 | 2,192,896 | 2,060,883 | 132,013 | 6.4% | 7,200,344 | 6,897,305 | 6,717,950 | 179,355 | 2.7% |
| 3 % Deductions | 50% | 53% | 51% | | | 52% | 52% | 51% | | |
| 4 Net Patient Revenue | 2,251,769 | 1,955,865 | 1,953,052 | 2,813 | 0.1% | 6,609,028 | 6,388,940 | 6,444,377 | (55,437) | -0.9% |
| 5 % Net to Gross | 50% | 47% | 49% | | | 48% | 48% | 49% | | |
| 6 Other Revenue | 4,820 | 44,163 | 98,934 | (54,771) | -55.4% | 35,608 | 187,770 | 297,300 | (109,530) | -36.8% |
| 7 Total Operating Revenue | 2,256,589 | 2,000,027 | 2,051,986 | (51,959) | -2.5% | 6,644,636 | 6,576,710 | 6,741,677 | (164,967) | -2.4% |
| 8 Total Expenses | 2,222,256 | 2,339,247 | 2,183,689 | 155,558 | 7.1% | 6,494,940 | 6,677,643 | 6,636,440 | 41,203 | 0.6% |
| 9 % Expenses | 49% | 56% | 54% | | | 47% | 50% | 50% | | |
| 10 Surplus (Loss) from Operations | 34,333 | (339,220) | (131,703) | (207,517) | -157.6% | 149,696 | (100,933) | 105,237 | (206,170) | 195.9% |
| 11 % Operating margin | 1% | -8% | -3% | | | 1% | -1% | 1% | | |
| 12 Total Non-operating | 350,544 | 287,432 | 332,538 | (45,106) | -13.6% | 773,702 | 684,407 | 737,614 | (53,207) | -7.2% |
| 13 Surplus/(Loss) | 384,877 | (51,788) | 200,835 | (252,623) | 125.8% | 923,398 | 583,474 | 842,851 | (259,377) | 30.8% |
| 14 % Total margin | 9% | -1% | 5% | | | 7% | 4% | 6% | | |

BALANCE SHEET

| | A | B | C | D | E |
|--------------------------------------|------------|------------|------------|-----------|---------|
| | September | September | August | VARIANCE | |
| | FY 19/20 | FY 20/21 | FY 20/21 | Amount | % |
| 15 Gross Accounts Receivables | 9,150,644 | 8,620,075 | 8,505,117 | 114,958 | 1.4% |
| 16 Net Accounts Receivables | 2,852,579 | 2,754,817 | 2,709,676 | 45,141 | 1.7% |
| 17 % Net AR to Gross AR | 31% | 32% | 32% | | |
| 18 Days Gross AR | 61.0 | 59.7 | 59.7 | - | 0.0% |
| 19 Cash Collections | 1,916,174 | 1,688,738 | 2,093,482 | (404,744) | -19.3% |
| 20 Settlements/IGT Transactions | 21,168 | 232,643 | 35,700 | 196,943 | 551.7% |
| Stimulus Receipts | - | - | 40,450 | (40,450) | -100.0% |
| 21 Investments | 25,454,833 | 34,014,745 | 33,942,664 | 72,081 | 0.2% |
| 22 Cash on hand | 3,141,519 | 3,576,588 | 3,808,255 | (231,667) | -6.1% |
| 23 Total Cash & Invest | 28,596,352 | 37,591,333 | 37,750,919 | (159,586) | -0.4% |
| 24 Days Cash & Invest | 418 | 540 | 563 | (23) | -4.1% |
| Total Cash and Investments | 28,596,352 | 37,591,333 | | | |
| Increase Current Year vs. Prior Year | | 8,994,981 | | | |

Bear Valley Community Healthcare District
Financial Statements September 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 | 117,618 | 164,188 | 99,003 | 65,185 | 65.8% | 359,678 | 629,238 | 387,087 | 242,151 | 62.6% |
| 2 Outpatient | 883,248 | 750,715 | 790,629 | (39,914) | -5.0% | 2,629,711 | 2,262,847 | 2,494,810 | (231,963) | -9.3% |
| 3 Clinic Revenue | 386,658 | 335,783 | 337,241 | (1,458) | -0.4% | 1,170,049 | 1,009,137 | 1,057,004 | (47,867) | -4.5% |
| 4 Emergency Room | 2,904,860 | 2,722,837 | 2,600,923 | 121,914 | 4.7% | 8,959,337 | 8,889,716 | 8,652,601 | 237,115 | 2.7% |
| 5 Skilled Nursing Facility | 218,184 | 175,237 | 186,139 | (10,902) | -5.9% | 690,599 | 495,306 | 570,825 | (75,519) | -13.2% |
| 6 Total patient revenue | 4,510,568 | 4,148,760 | 4,013,935 | 134,825 | 3.4% | 13,809,372 | 13,286,245 | 13,162,327 | 123,918 | 0.9% |
| Revenue Deductions | | | | | | | | | | |
| 7 Contractual Allow | 2,128,363 | 2,080,903 | 1,820,761 | 260,142 | 14.3% | 6,700,576 | 6,542,978 | 5,934,255 | 608,723 | 10.3% |
| 8 Contractual Allow PY | (150,000) | (150,000) | - | (150,000) | #DIV/0! | (400,040) | (646,823) | - | (646,823) | #DIV/0! |
| 9 Charity Care | 2,177 | 26,357 | 12,644 | 13,713 | 108.5% | 33,984 | 81,526 | 41,267 | 40,259 | 97.6% |
| 10 Administrative | 5,344 | 8,699 | 5,916 | 2,783 | 47.0% | 14,121 | 14,210 | 19,308 | (5,098) | -26.4% |
| 11 Policy Discount | 14,783 | 11,554 | 14,747 | (3,193) | -21.6% | 42,507 | 40,907 | 48,130 | (7,223) | -15.0% |
| 12 Employee Discount | 1,620 | 6,791 | 4,087 | 2,704 | 66.2% | 13,340 | 20,361 | 13,338 | 7,023 | 52.7% |
| 13 Bad Debts | 203,254 | 132,574 | 202,728 | (70,154) | -34.6% | 626,883 | 629,257 | 661,652 | (32,395) | -4.9% |
| 14 Denials | 58,918 | 76,018 | - | 76,018 | #DIV/0! | 168,973 | 214,889 | - | 214,889 | #DIV/0! |
| 15 Total revenue deductions | 2,258,799 | 2,192,896 | 2,060,883 | 132,013 | 6.4% | 7,200,344 | 6,897,305 | 6,717,950 | 179,355 | 2.7% |
| 16 Net Patient Revenue | 2,251,769 | 1,955,865 | 1,953,052 | 2,813 | 0.1% | 6,609,028 | 6,388,940 | 6,444,377 | (55,437) | -0.9% |
| 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 | 4,820 | 44,163 | 98,934 | (54,771) | -55.4% | 35,608 | 187,770 | 297,300 | (109,530) | -36.8% |
| 18 Total Operating Revenue | 2,256,589 | 2,000,027 | 2,051,986 | (51,959) | -2.5% | 6,644,636 | 6,576,710 | 6,741,677 | (164,967) | -2.4% |
| Expenses | | | | | | | | | | |
| 19 Salaries | 905,534 | 902,333 | 869,867 | 32,466 | 3.7% | 2,736,214 | 2,783,956 | 2,664,039 | 119,917 | 4.5% |
| 20 Employee Benefits | 374,193 | 397,159 | 315,361 | 81,798 | 25.9% | 974,281 | 988,607 | 942,823 | 45,784 | 4.9% |
| 21 Registry | - | 50,270 | - | 50,270 | #DIV/0! | - | 61,823 | - | 61,823 | #DIV/0! |
| 22 Salaries and Benefits | 1,279,728 | 1,349,762 | 1,185,228 | 164,534 | 13.9% | 3,710,495 | 3,834,385 | 3,606,862 | 227,523 | 6.3% |
| 23 Professional fees | 176,263 | 161,100 | 178,637 | (17,537) | -9.8% | 537,677 | 489,158 | 542,827 | (53,669) | -9.9% |
| 24 Supplies | 158,949 | 169,080 | 156,572 | 12,508 | 8.0% | 462,706 | 432,290 | 489,049 | (56,759) | -11.6% |
| 25 Utilities | 46,842 | 34,797 | 46,890 | (12,093) | -25.8% | 139,817 | 103,323 | 141,313 | (37,990) | -26.9% |
| 26 Repairs and Maintenance | 29,812 | 46,434 | 49,954 | (3,520) | -7.0% | 98,030 | 153,212 | 150,520 | 2,692 | 1.8% |
| 27 Purchased Services | 323,112 | 373,584 | 351,283 | 22,301 | 6.3% | 945,127 | 1,059,534 | 1,061,158 | (1,624) | -0.2% |
| 28 Insurance | 31,548 | 37,712 | 37,371 | 341 | 0.9% | 94,958 | 109,664 | 112,113 | (2,449) | -2.2% |
| 29 Depreciation | 83,739 | 91,295 | 80,156 | 11,139 | 13.9% | 247,949 | 273,885 | 240,468 | 33,417 | 13.9% |
| 30 Rental and Leases | 12,918 | 16,141 | 28,255 | (12,114) | -42.9% | 36,819 | 51,880 | 84,117 | (32,237) | -38.3% |
| 32 Dues and Subscriptions | 5,785 | 8,205 | 6,318 | 1,887 | 29.9% | 18,361 | 22,133 | 18,954 | 3,179 | 16.8% |
| 33 Other Expense | 73,560 | 51,138 | 63,025 | (11,887) | -18.9% | 203,001 | 148,178 | 189,059 | (40,881) | -21.6% |
| 34 Total Expenses | 2,222,256 | 2,339,247 | 2,183,689 | 155,558 | 7.1% | 6,494,940 | 6,677,643 | 6,636,440 | 41,203 | 0.6% |
| 35 Surplus (Loss) from Operations | 34,333 | (339,220) | (131,703) | (207,517) | -157.6% | 149,696 | (100,933) | 105,237 | (206,170) | 195.9% |
| Non-Operating Income | | | | | | | | | | |
| 37 Tax Revenue | 201,917 | 204,167 | 204,167 | - | 0.0% | 605,751 | 612,501 | 612,501 | - | 0.0% |
| 38 Other non-operating | 20 | 17,020 | 5,750 | 11,270 | 196.0% | 34,060 | 19,442 | 17,250 | 2,192 | 12.7% |
| Interest Income | 156,148 | 73,547 | 130,100 | (56,553) | -43.5% | 156,734 | 74,487 | 130,300 | (55,813) | -42.8% |
| Interest Expense | (7,541) | (7,302) | (7,479) | 177 | -2.4% | (22,842) | (22,023) | (22,437) | 414 | -1.8% |
| IGT Expense | - | - | - | - | #DIV/0! | - | - | - | - | #DIV/0! |
| 39 Total Non-operating | 350,544 | 287,432 | 332,538 | (45,106) | -13.6% | 773,702 | 684,407 | 737,614 | (53,207) | -7.2% |
| 40 Surplus/(Loss) | 384,877 | (51,788) | 200,835 | (252,623) | 125.8% | 923,498 | 583,474 | 842,891 | (259,377) | 30.8% |

**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 | | | | | | | | | | 629,238 |
| 2 Outpatient | 759,975 | 752,158 | 750,715 | | | | | | | | | | 2,262,847 |
| 3 Clinic | 329,815 | 343,539 | 335,783 | | | | | | | | | | 1,009,137 |
| 4 Emergency Room | 3,121,968 | 3,044,910 | 2,722,837 | | | | | | | | | | 8,889,716 |
| 5 Skilled Nursing Facility | 158,091 | 161,978 | 175,237 | | | | | | | | | | 495,306 |
| 6 Total patient revenue | 4,585,098 | 4,552,387 | 4,148,760 | - | - | - | - | - | - | - | - | - | 13,286,245 |
| Revenue Deductions | C/A 0.49 | 0.48 | 0.50 | #DIV/0! | 0.49 |
| 7 Contractual Allow | 2,260,273 | 2,201,802 | 2,080,903 | | | | | | | | | | 6,542,978 |
| 8 Contractual Allow PY | (100,000) | (396,823) | (150,000) | | | | | | | | | | (646,823) |
| 9 Charity Care | 25,028 | 30,141 | 26,357 | | | | | | | | | | 81,526 |
| 10 Administrative | (3,946) | 9,457 | 8,699 | | | | | | | | | | 14,210 |
| 11 Policy Discount | 17,491 | 11,862 | 11,554 | | | | | | | | | | 40,907 |
| 12 Employee Discount | 7,661 | 5,909 | 6,791 | | | | | | | | | | 20,361 |
| 13 Bad Debts | 256,673 | 240,011 | 132,574 | | | | | | | | | | 629,257 |
| 14 Denials | 29,487 | 109,385 | 76,018 | | | | | | | | | | 214,889 |
| 15 Total revenue deductions | 2,492,666 | 2,211,743 | 2,192,896 | - | - | - | - | - | - | - | - | - | 6,897,305 |
| 16 Net Patient Revenue | 2,092,432 | 2,340,643 | 1,955,865 | - | - | - | - | - | - | - | - | - | 6,388,940 |
| net / tot pat rev | 45.6% | 51.4% | 47.1% | #DIV/0! | 48.1% |
| 17 Other Revenue | 5,722 | 137,886 | 44,163 | | | | | | | | | | 187,770 |
| 18 Total Operating Revenue | 2,098,154 | 2,478,529 | 2,000,027 | - | - | - | - | - | - | - | - | - | 6,576,710 |
| Expenses | | | | | | | | | | | | | |
| 19 Salaries | 925,406 | 956,216 | 902,333 | | | | | | | | | | 2,783,956 |
| 20 Employee Benefits | 320,367 | 271,080 | 397,159 | | | | | | | | | | 988,607 |
| 21 Registry | - | 11,553 | 50,270 | | | | | | | | | | 61,823 |
| 22 Salaries and Benefits | 1,245,773 | 1,238,850 | 1,349,762 | - | - | - | - | - | - | - | - | - | 3,834,385 |
| 23 Professional fees | 165,124 | 162,933 | 161,100 | | | | | | | | | | 489,158 |
| 24 Supplies | 108,268 | 154,942 | 169,080 | | | | | | | | | | 432,290 |
| 25 Utilities | 33,935 | 34,590 | 34,797 | | | | | | | | | | 103,323 |
| 26 Repairs and Maintenance | 57,780 | 48,999 | 46,434 | | | | | | | | | | 153,212 |
| 27 Purchased Services | 332,918 | 353,033 | 373,584 | | | | | | | | | | 1,059,534 |
| 28 Insurance | 60,863 | 11,090 | 37,712 | | | | | | | | | | 109,664 |
| 29 Depreciation | 91,295 | 91,295 | 91,295 | | | | | | | | | | 273,885 |
| 30 Rental and Leases | 19,149 | 16,590 | 16,141 | | | | | | | | | | 51,880 |
| 32 Dues and Subscriptions | 7,269 | 6,659 | 8,205 | | | | | | | | | | 22,133 |
| 33 Other Expense | 16,461 | 80,579 | 51,138 | | | | | | | | | | 148,178 |
| 34 Total Expenses | 2,138,836 | 2,199,560 | 2,339,247 | - | - | - | - | - | - | - | - | - | 6,677,643 |
| 35 Surplus (Loss) from Operations | (40,683) | 278,969 | (339,220) | - | - | - | - | - | - | - | - | - | (100,933) |
| 36 Non-Operating Income | | | | | | | | | | | | | |
| 37 Tax Revenue | 204,167 | 204,167 | 204,167 | | | | | | | | | | 612,501 |
| 38 Other non-operating | (1,680) | 4,102 | 17,020 | | | | | | | | | | 19,442 |
| Interest Income | 214 | 726 | 73,547 | | | | | | | | | | 74,487 |
| Interest Expense | (7,381) | (7,340) | (7,302) | | | | | | | | | | (22,023) |
| IGT Expense | - | - | - | | | | | | | | | | - |
| 39 Total Non-operating | 195,320 | 201,655 | 287,432 | - | - | - | - | - | - | - | - | - | 684,407 |
| 40 Surplus/(Loss) | 154,638 | 480,624 | (51,788) | - | - | - | - | - | - | - | - | - | 583,474 |

2020-2021 Actual BS

BALANCE SHEET

PY includes AJE's

| | PY | | | |
|---|------------|------------|------------|------------|
| | July | Aug | Sept | June |
| ASSETS: | | | | |
| Current Assets | | | | |
| Cash and Cash Equivalents (Includes CD's) | 3,615,780 | 3,808,255 | 3,576,588 | 3,981,146 |
| Gross Patient Accounts Receivable | 8,283,966 | 8,504,189 | 8,619,147 | 8,079,622 |
| Less: Reserves for Allowances & Bad Debt | 5,780,164 | 5,794,514 | 5,864,331 | 5,761,024 |
| Net Patient Accounts Receivable | 2,503,802 | 2,709,676 | 2,754,817 | 2,318,898 |
| Tax Revenue Receivable | 2,450,000 | 2,450,000 | 2,450,000 | 52,606 |
| Other Receivables | -871,228 | -858,343 | -14,296 | 19,988 |
| Inventories | 195,677 | 206,729 | 222,028 | 178,033 |
| Prepaid Expenses | 513,673 | 474,367 | 511,153 | 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 | 6,864,489 |
| Assets Whose Use is Limited | | | | |
| Investments | 33,942,664 | 33,942,664 | 34,014,745 | 33,942,664 |
| Other Limited Use Assets | 144,375 | 144,375 | 144,375 | 144,375 |
| Total Limited Use Assets | 34,087,039 | 34,087,039 | 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 |
| Building and Building Improvements | 10,157,771 | 10,157,771 | 10,157,771 | 10,157,771 |
| Equipment | 13,039,965 | 13,118,413 | 13,390,453 | 12,998,413 |
| Construction In Progress | 299,400 | 350,846 | 378,326 | 216,365 |
| Capitalized Interest | | | | |
| Gross Property, Plant, and Equipment | 26,560,187 | 26,690,082 | 26,987,842 | 26,433,841 |
| Less: Accumulated Depreciation | 15,717,377 | 15,808,672 | 15,899,967 | 15,626,082 |
| Net Property, Plant, and Equipment | 10,842,809 | 10,881,409 | 11,087,874 | 10,807,758 |
| TOTAL UNRESTRICTED ASSETS | 53,337,552 | 53,759,131 | 54,747,283 | 51,759,287 |
| Restricted Assets | 0 | 0 | 0 | 0 |
| TOTAL ASSETS | 53,337,552 | 53,759,131 | 54,747,283 | 51,759,287 |

2020-2021 Actual BS

BALANCE SHEET

PY includes AJE's

LIABILITIES:

Current Liabilities

| | July | Aug | Sept | PY June |
|--|-------------------|-------------------|-------------------|------------------|
| Accounts Payable | 996,145 | 982,173 | 1,175,157 | 1,099,470 |
| Notes and Loans Payable | | | | |
| Accrued Payroll | 1,038,708 | 1,113,869 | 1,260,632 | 837,369 |
| Patient Refunds Payable | | | | |
| Due to Third Party Payers (Settlements) | 7,832,693 | 7,909,286 | 7,963,471 | 7,917,421 |
| Advances From Third Party Payers | | | | |
| Current Portion of Def Rev - Txn, | 2,245,833 | 2,041,666 | 1,837,499 | 0 |
| Current Portion - LT Debt | 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 | 7,420 |
| Total Current Liabilities | 12,168,180 | 12,109,135 | 12,306,202 | 9,901,679 |

Long Term Debt

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

Other Long Term Liabilities

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

TOTAL LIABILITIES 14,983,180 14,924,135 15,121,202 12,716,679

Fund Balance

| | | | | |
|-------------------------------------|------------|------------|------------|------------|
| Unrestricted Fund Balance | 38,199,734 | 38,199,734 | 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 | 6,860,528 |

TOTAL FUND BALANCE 38,354,372 38,834,996 39,626,081 39,042,608

TOTAL LIABILITIES & FUND BALANCE 53,337,552 53,759,131 54,747,283 51,759,287

Units of Service
For the period ending September 30, 2020

| 30 | | Bear Valley Community Hospital | | | | | | 92 | | Year-To-Date | | | |
|---------------|-------------|--------------------------------|----------------|---------------|---------------|-----------------------------------|--------------|---------------|--------------|----------------|---------------|---------------|-------|
| Current Month | | Current Month | | | | Act.-Act. | | Current Month | | Year-To-Date | | | |
| Sep-20 | Budget | Sep-19 | Actual -Budget | Var % | Act.-Act. | Var % | Sep-20 | Budget | Sep-19 | Actual -Budget | Var % | Act.-Act. | Var % |
| Actual | | Actual | Variance | | Var % | | Actual | | Actual | Variance | | Var % | |
| 27 | 25 | 27 | 2 | 8.0% | 0.0% | Med Surg Patient Days | 137 | 124 | 72 | 13 | 10.5% | 90.3% | |
| 39 | 15 | 18 | 24 | 160.0% | 116.7% | Swing Patient Days | 86 | 51 | 28 | 35 | 68.6% | 207.1% | |
| 393 | 429 | 522 | (36) | -8.4% | -24.7% | SNF Patient Days | 1,111 | 1,324 | 1,531 | (213) | -16.1% | -27.4% | |
| 459 | 469 | 567 | (10) | -2.1% | -19.0% | Total Patient Days | 1,334 | 1,499 | 1,631 | (165) | -11.0% | -18.2% | |
| 10 | 13 | 16 | (3) | -23.1% | -37.5% | Acute Admissions | 35 | 39 | 35 | (4) | -10.3% | 0.0% | |
| 12 | 13 | 14 | (1) | -7.7% | -14.3% | Acute Discharges | 34 | 39 | 32 | (5) | -12.8% | 6.3% | |
| 2.3 | 1.9 | 1.9 | 0.3 | 17.0% | 16.7% | Acute Average Length of Stay | 4.0 | 3.2 | 2.3 | 0.8 | 26.7% | 79.1% | |
| 0.9 | 0.8 | 0.9 | 0.1 | 8.0% | 0.0% | Acute Average Daily Census | 1.5 | 1 | 0.8 | 0.1 | 10.5% | 90.3% | |
| 14.4 | 14.8 | 18.0 | (0.4) | -2.7% | -20.0% | SNF/Swing Avg Daily Census | 13.0 | 15 | 16.9 | (1.9) | -12.9% | -23.2% | |
| 15.3 | 15.6 | 18.9 | (0.3) | -2.1% | -19.0% | Total Avg. Daily Census | 14.5 | 16 | 17.7 | (1.8) | -11.0% | -18.2% | |
| 34% | 35% | 42% | -1% | -2.1% | -19.0% | % Occupancy | 32% | 36% | 39% | -4% | -11.0% | -18.2% | |
| 5 | 12 | 7 | (7) | -58.3% | -28.6% | Emergency Room Admitted | 17 | 36 | 29 | (19) | -52.8% | -41.4% | |
| 775 | 803 | 2,888 | (28) | -3.5% | -73.2% | Emergency Room Discharged | 2,648 | 2,711 | 2,888 | (63) | -2.3% | -8.3% | |
| 780 | 815 | 2,895 | (35) | -4.3% | -73.1% | Emergency Room Total | 2,665 | 2,747 | 2,917 | (82) | -3.0% | -8.6% | |
| 26 | 27 | 97 | (1) | -4.3% | -73.1% | ER visits per calendar day | 29 | 30 | 32 | (1) | -3.0% | -8.6% | |
| 50% | 92% | 44% | 43% | 46.4% | 14.3% | % Admits from ER | 49% | 92% | 83% | 21% | 22.8% | -41.4% | |
| - | - | - | - | 0.0% | #DIV/0! | Surgical Procedures I/P | 1 | - | - | 1 | 0.0% | #DIV/0! | |
| 2 | 9 | 21 | (7) | -77.8% | -90.5% | Surgical Procedures O/P | 14 | 27 | 37 | (13) | -48.1% | -62.2% | |
| 2 | 9 | 21 | (7) | -77.8% | -90.5% | TOTAL Procedures | 15 | 27 | 37 | (12) | -44.4% | -59.5% | |
| 296 | 749 | 615 | (453) | -60.5% | -51.9% | Surgical Minutes Total | 1,309 | 2,297 | 2,067 | (988) | -43.0% | -36.7% | |

Units of Service
For the period ending September 30, 2020

| Bear Valley Community Hospital | | | | | | | | | | | | |
|--------------------------------|--------------|--------------|----------------|--------------|--------------|-----------------------------------|--------------|--------------|--------------|----------------|--------------|--------------|
| Current Month | | | | | | Year-To-Date | | | | | | |
| Sep-20 | | Sep-19 | Actual -Budget | | Act.-Act. | | Sep-20 | | Sep-19 | Actual -Budget | | Act.-Act. |
| Actual | Budget | Actual | Variance | Var % | Var % | | Actual | Budget | Actual | Variance | Var % | Var % |
| 5,779 | 6,120 | 6,141 | (341) | -5.6% | -5.9% | Lab Procedures | 18,055 | 19,353 | 2,431 | (1,298) | -6.7% | 642.7% |
| 663 | 765 | 774 | (102) | -13.3% | -14.3% | X-Ray Procedures | 2,185 | 2,499 | 1,794 | (314) | -12.6% | 21.8% |
| 313 | 263 | 228 | 50 | 19.0% | 37.3% | C.T. Scan Procedures | 1,074 | 882 | 824 | 192 | 21.8% | 30.3% |
| 187 | 192 | 220 | (5) | -2.6% | -15.0% | Ultrasound Procedures | 610 | 600 | 693 | 10 | 1.7% | -12.0% |
| 35 | 54 | 68 | (19) | -35.2% | -48.5% | Mammography Procedures | 119 | 162 | 166 | (43) | -26.5% | -28.3% |
| 242 | 266 | 276 | (24) | -9.0% | -12.3% | EKG Procedures | 767 | 908 | 847 | (141) | -15.5% | -9.4% |
| 56 | 101 | 139 | (45) | -44.6% | -59.7% | Respiratory Procedures | 175 | 292 | 323 | (117) | -40.1% | -45.8% |
| 1,600 | 1,453 | 1,315 | 147 | 10.1% | 21.7% | Physical Therapy Procedures | 4,442 | 4,303 | 4,576 | 139 | 3.2% | -2.9% |
| 1,645 | 1,781 | 1,669 | (136) | -7.6% | -1.4% | Primary Care Clinic Visits | 4,935 | 5,625 | 5,178 | (690) | -12.3% | -4.7% |
| 272 | 250 | 312 | 22 | 8.8% | -12.8% | Specialty Clinic Visits | 819 | 750 | 980 | 69 | 9.2% | -16.4% |
| 1,917 | 2,031 | 1,981 | (114) | -5.6% | -3.2% | Clinic | 5,754 | 6,375 | 6,158 | (621) | -9.7% | -6.6% |
| 74 | 78 | 76 | (4) | -5.6% | -3.2% | Clinic visits per work day | 32 | 35 | 34 | (3) | -9.7% | -6.6% |
| 17.0% | 19.00% | 19.60% | -2.00% | -10.53% | -13.27% | % Medicare Revenue | 16.70% | 19.00% | 20.47% | -2.30% | -12.11% | -18.40% |
| 35.80% | 37.00% | 37.90% | -1.20% | -3.24% | -5.54% | % Medi-Cal Revenue | 34.93% | 37.00% | 36.70% | -2.07% | -5.59% | -4.81% |
| 40.20% | 39.00% | 38.50% | 1.20% | 3.08% | 4.42% | % Insurance Revenue | 42.87% | 39.00% | 38.00% | 3.87% | 9.91% | 12.81% |
| 7.00% | 5.00% | 4.00% | 2.00% | 40.00% | 75.00% | % Self-Pay Revenue | 5.50% | 5.00% | 4.83% | 0.50% | 10.00% | 13.79% |
| 142.6 | 151.7 | 140.4 | (9.1) | -6.0% | 1.6% | Productive FTE's | 141.93 | 154.8 | 141.4 | (12.9) | -8.3% | 0.4% |
| 162.2 | 167.4 | 164.9 | (5.2) | -3.1% | -1.6% | Total FTE's | 160.39 | 170.9 | 164.9 | (10.5) | -6.2% | -2.7% |



CFO REPORT for

November 2020 Finance Committee and Board Meetings

Inpatient Detox

We continue to work on development of Inpatient Detoxification program. We have a proposal / contract with Special Care / New Vision under review. We are also in contact with QHR Health about options.

Manifest MedEx - Health Information Exchange

We continue to make progress on HIE project. Interfaces are being finalized and data is being transferred.

FY 2020 Cost Report

Medicare Cost Report is progressing toward filing at the end of November.