



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, AUGUST 12, 2020 @ 1:00 P.M

CLOSED SESSION 1:00 PM

OPEN SESSION AT APPROXIMATELY 2:30 PM

VIA CONFERENCE CALL

CONFERENCE CALL # (877) 857-3696

CONFERENCE CODE # 3392500169

(Closed Session will be held upon adjournment of Open Session as noted below. Open Session will reconvene @ approximately 2:30 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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION *Pursuant to Government Section Code: 54957

- (1) Chief Executive Officer

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

- (1) Clean Harbors Service Agreement (Anticipated Disclosure 08/12/2020)
- (2) Cardiology Specialists Medical Group Service Agreement (Anticipated Disclosure 08/12/2020)
- (3) Cardiology Specialists Medical Group Clinic Service Agreement

(Anticipated Disclosure 08/12/2020)

**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 08/12/2020)

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. July 08, 2020 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant

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

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

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

E. Policies & Procedures: Summary Attached

(1) Compliance

(2) Information Technology

F. Committee Meeting Minutes:

(1) June 30, 2020 Special Finance Committee Meeting Minutes

10. OLD BUSINESS*

- None

11. NEW BUSINESS*

- A.** Discussion and Potential Approval of the Following Service Agreements:
 - (1) Clean Harbors Service Agreement
 - (2) Cardiology Specialists Medical Group Service Agreement
 - (3) Cardiology Specialists Medical Group Clinic Service Agreement
- B.** Discussion and Potential Approval for the Purchase of Olympus Scopes (Capital Expenditure-Scopes for Surgery Department)
- C.** Discussion and Potential Approval of QHR Travel Expenses to Conduct an EVS Assessment: Travel Expenses Not to Exceed \$2,500.00

12. ACTION ITEMS*

- A. Acceptance of QHR Health Report**
Ron Vigus, QHR Health
 - (1) August 2020 QHR Report
- B. Acceptance of CNO Report**
Kerri Jex, Chief Nursing Officer
 - (1) July 2020 CNO Report
- C. Acceptance of the CEO Report**
John Friel, Chief Executive Officer
 - (1) August 2020 CEO Report
- D. Acceptance of the Finance Report & CFO Report**
Garth Hamblin, Chief Financial Officer
 - (1) June 2020
 - (2) CFO Report

13. ADJOURNMENT*

*** Denotes Possible Action Items**

2. ROLL CALL:

Peter Boss, Perri Melnick, Gail McCarthy and Steven Baker were present. Also present was John Friel, CEO and Shelly Egerer, Executive Assistant. Absent was Donna Nicely.

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 July 08, 2020 agenda as presented.

Motion by Board Member Baker to adopt the July 08, 2020 agenda as presented.

Second by Board Member Melnick to adopt the July 08, 2020 agenda as presented.

President Boss called for a vote. A vote in favor of the motion was 4/0.

- Board Member Melnick- 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:

- Risk Report/Compliance Report
- QI Report

President Boss called for a vote. A vote in favor of the motion was 4/0.

- Board Member Melnick- 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

- President Boss thanked staff for their dedication and hard work with COVID and all the other obstacles we are facing. We have a fantastic team.

8. INFORMATION REPORTS

A. Foundation Report

- Mr. Friel reported the following information:
 - Working on Tree of Lights fundraiser for RT equipment

B. Auxiliary Report:

- Mr. Friel reported the following information:
 - Waiting to be brought back to begin volunteer services.

9. CONSENT AGENDA:

- A.** June 10, 2020 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
- B.** June 2020 Human Resource Report: Erin Wilson; Human Resource Director
- C.** June 2020 Infection Prevention Report: Heather Loose; Infection Preventionist
- D.** Policies & Procedures:
 - (1) Human Resource
- E.** Committee Meeting Minutes:
 - (1) May 29, 2020 Special Finance Committee Meeting Minutes
 - (2) June 02, 2020 Finance Committee Meeting Minutes

President Boss called for a motion to approve the Consent Agenda as presented. Motion by Board Member McCarthy to approve the Consent Agenda as presented. Second by Board Member Baker to approve the Consent Agenda as presented. President Boss called for the vote. A vote in favor of the motion was 4/0.

- Board Member Melnick- 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) Premier Emergency Physicians of California: First Amendment to Emergency Department Services Agreement

President Boss called for a motion to approve Premier Emergency Physicians of California: First Amendment to Emergency Department Services Agreement. Motion by Board Member Melnick to approve Premier Emergency Physicians of California: First Amendment to Emergency Department Services Agreement. Second by Board Member Baker to approve Premier Emergency Physicians of California: First Amendment to Emergency Department Services Agreement. President Boss called for the vote. A vote in favor of the motion was 4/0.

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

12. ACTION ITEMS*

A. QHR Report:

- (1) July 2020 QHR Health Report:
 - Mr. Vigus reported the following information:
 - Reorganization has been completed
 - Stronger finances

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 Melnick to approve the QHR Report as presented. President Boss called for the vote. A vote in favor of the motion was 4/0.

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

B. CNO Report:

(1) May 2020 CNO Report:

- Ms. Jex reported the following information:
 - Seeing increase in COVID 19 there is a lot of positive cases
 - Staffing concerns if we do have to admit COVID patients and will require travel nurse- this is a lengthy process and costly. Locums will be brought in if we need to keep patients here.
 - Per diems are being used
 - ICEMA has instructed district to implement surge plan
 - PPE supplies are good at this time
 - Required 14-day supply for SNF
- The Board of Directors agreed with Administrations recommendation to bring in additional staff as needed to meet the anticipated surge resulting from the COVID 19.

President Boss called for a motion to approve the CNO Report as presented. Motion by Board Member Baker 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 4/0.

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

C. Acceptance of the CEO Report:

(1) July 2020 CEO Report:

- Mr. Friel reported the following information:
 - August birthday celebration is scheduled
 - We continue to conduct the Pickle Pledge
 - Staff is doing well under the circumstances.

President Boss called for a motion to approve the CEO Report as presented. Motion by Board Member Baker 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 4/0.

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

D. Acceptance of the Finance Report:

(1) May 2020 Financials:

- Mr. Hamblin reported the following information:
 - Revenue is 30% below budget
 - Days cash on hand increased 494
 - Cash remains strong
 - COVID related funds are recorded
 - Working with Gary Hicks to apply for the USDA loan
 - Continue to use security

(2) CFO Report:

- Mr. Hamblin reported the following:
 - We are continuing to monitor COVID expenses

President Boss called for a motion to approve the May 2020 Finance Report and the CFO Report as presented. Motion by Board Member Melnick to approve May 2020 Finance Report and the CFO Report as presented. Second by Board Member McCarthy to approve the May 2020 Finance Report and the CFO Report as presented. President Boss called for the vote. A vote in favor was unanimously approved 4/0.

- Board Member Melnick - 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 2:24 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 4/0.

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

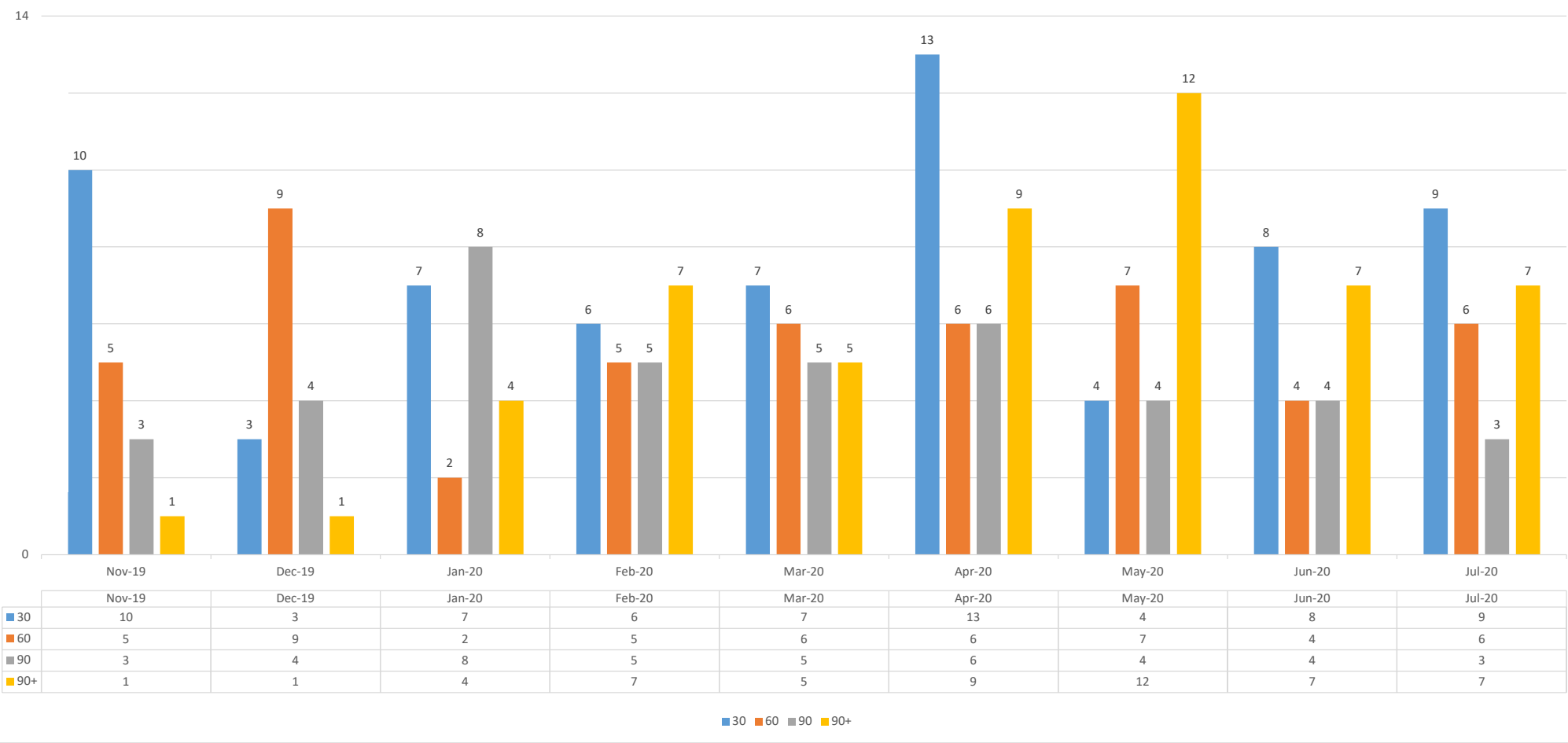


Board Report

July 2020

Staffing	Active: 211 – FT: 137 PT: 15 PD: 59 New Hires: 3 Terms: 6 (6 Voluntary 0 Involuntary) Open Positions: 12
Employee Performance Evaluations	DELINQUENT: See attachment 30 days: 9 60 days: 6 90 days: 3 90+ days: – 7 ED, RT, Administration, SNF See Attachment
Work Comp	NEW CLAIMS: 0 OPEN: 5 Indemnity (Wage Replacement, attempts to make the employee financially whole) - 5 Future Medical Care – 0 Medical Only – 0
Audit	I9 FILE AUDIT: In process
Employee Morale	Ongoing Culture of Ownership Initiatives Birthday Celebration BBQ and catering events

Past Due Evaluations



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 recieved during	
Hospital	Tree of Lights	Facilities	In Progress	
OR- Remodel & Electrical Repairs	Replace flooring, repair walls & replace LIM's	N/A	Working on biddung process	
CT	CT Auto Opener disable device installation	Ludeke Electric	In Progress	
Urgent Care	Water leak in the main line	Bob's Plumbing	Completed	
Urgent Care	Hazardous Tree Removal	Nativescapes	Completed	
Front Lobby Remodel	Painting/Flooring	Facilities/Egerer Drywall	Completed	
RHC	Tree Removal/Parking Lot Paving	Big Bear Tree Removal/Gordon Equipment	Completed	

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	FS Medical	On Hold	
Facilities- Pipe Threader	A new piece of equipment for making pipe for repairs	Northern Tool	New Budget item	

Bear Valley Community Healthcare District Repairs Maintenance

Department / Project	Details	Vendor and all associated costs	Comments	Date <i>Completed</i>
Hospital	Annual Medical Gas Inspection	Facilities/FS Medical	Completed	
FHC	Leak in wall around hopper	Engineering	Completed	
Hospital	Hot water heater issues	Facilities/California Boiler	In progress	



Infection Prevention Monthly Report

July 2020

TOPIC	UPDATE	ACTION/FOLLOW UP
1. Regulatory	<ul style="list-style-type: none"> ▪ Continue to receive updates from APIC. No local chapter APIC meetings have been conducted since March. ▪ AFL (All Facility Letters) from CDPH have been reviewed. <ul style="list-style-type: none"> • 20-53 – updated guidelines for return to work after COVID-19. They're no longer recommending needing a negative test before returning, but rather 10 days after positive test or 10 days plus 24 hours fever free without use of fever reducers. Some people will continue to show a positive test even though they are no longer contagious. • 20-62 Changes made to the daily facility reporting requirements. ▪ Continue NHSN surveillance reporting. <ul style="list-style-type: none"> • No Hospital Acquired Infections to report. • SNF continues to report to NHSN regarding bed availability, number of COVID-19 positive patients in the unit and supply of PPE on hand has been started. • CDPH now reports to HHS for us from the daily survey. ▪ Completion of CMR reports to Public Health per Title 17 and CDPH regulations. 	<ul style="list-style-type: none"> ▪ Review ICP regulations. ▪ AFL to be reviewed at Infection Control Committee and Regulatory committee. ▪ Continue Monthly Reporting Plan submissions.

	<ul style="list-style-type: none"> July – 42 positive COVID-19 cases reported June – 5 positive COVID-19 cases reported 	
2. Construction	<ul style="list-style-type: none"> none 	<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"> 78% for June 	<ul style="list-style-type: none"> Continue monitoring hand hygiene compliance.
4. Outbreaks/ Surveillance	<ul style="list-style-type: none"> June – 2 MRSAs , no C-diff July – no c-diff 	<ul style="list-style-type: none"> Informational
5. Policy Updates	<ul style="list-style-type: none"> SNF mitigation plan submitted to CDPH and approved. 	<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"> Continue working with EVS to educate and improve compliance with hospital-wide cleaning . The dining room is being terminally cleaned after each meal served to SNF residents. EVS has ramped up cleaning of high touch surfaces around the hospital to help combat COVID-19. 	<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. Education to staff about COVID-19 and proper PPE Usage has been ongoing and will continue throughout the 	<ul style="list-style-type: none"> ICP to share information at appropriate committees.

	pandemic.	
9. Informational	<p>Statistics on Immediate Use Steam Sterilization will now be included with the monthly surgery stats and reported to P&T Committee monthly.</p> <ul style="list-style-type: none"> ▪ July – no surgeries ▪ June – 10 cataract cases, no other surgeries <p>Culture Follow-Up</p> <ul style="list-style-type: none"> ▪ IP oversees culture follow-up process carried out by clinical managers. ▪ Average time for June was 0.33 days to resolution from time of culture result. This number is up due to shortage of clinical managers. ▪ IP will follow more closely to make sure follow up being done in a timely manner. <p>County masking mandate back in effect for the general public when leaving their homes.</p> <p>Screening staff at the clinic and hospital have now been assigned to the IP. 4 new positions were created, 2 full time and 2 per diem. 3 positions have been filled. One per diem still needed.</p> <ul style="list-style-type: none"> • We are still screening patients and visitors for symptoms of Covid-19. • We have a protocol for handling patients who come in for outpatient testing who do have symptoms that could be related to COVID-19. <ul style="list-style-type: none"> ▪ continued restriction of visitors ▪ continued restriction of communal activities ▪ SNF residents have returned to our campus. ▪ Diana Acosta and Nicole Ward have joined the infection prevention team for the SNF. They will be helping with the SNF infection prevention program. Their time in IP 	

	<p>will bring us to the equivalent of 1 full time position in infection prevention for the SNF.</p> <p>Surgical Services</p> <ul style="list-style-type: none"> ▪ A revised protocol for reopening to elective surgeries has been submitted by Dr. Kondal. ▪ All surgeries are set to resume in early August. 	
<i>Heather Loose, BSN, RN</i>	<i>Infection Preventionist</i>	<i>Date: August 3, 2020</i>

Department	Title	Summary
Compliance	Anti-Kickback Statute	Annual review. No changes.
Compliance	Code of Conduct	Annual review. No changes.
Compliance	Compliance Program	Annual review. Formatted.
Compliance	False Claims Act	Annual review. No changes.
Compliance	HIPAA Compliance Program	Annual review. No changes.
Compliance	Patient Discrimination Complaint Grievance Procedure	Annual review. No changes.
Compliance	Report of Suspected or Known Compliance Issues	Annual review. No changes.
Laboratory	ImmunoCard STAT! CAMPY	New policy.
Laboratory	ImmunoCard STAT Cryptosporidium Giardia Method	New policy.
Laboratory	PathoDx Strep Typing	New policy.
Information Technology	Auditing and Logging Policy	New policy.
Information Technology	Authentication Password Management	New policy.
Information Technology	Encryption Policy	New policy.

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BOARD OF DIRECTORS
FINANCE COMMITTEE MEETING MINUTES
41870 GARSTIN DR., BIG BEAR LAKE, CA92315
JUNE 30, 2020**

MEMBERS Perri Melnick, Treasurer

Garth Hamblin, CFO

PRESENT: Steven Baker, 2nd Vice President
John Friel, CEO

Shelly Egerer, Exec. Asst.

STAFF: Kerri Jex

Mary Norman

OTHER: Woody White w/QHR Health via phone conference

COMMUNITY

MEMBERS: None

ABSENT: None

OPEN SESSION

1. CALL TO ORDER:

Board Member Melnick called the meeting to order at 9:00 a.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 June 30, 2020 Finance Committee Meeting Agenda as presented. Second by Board Member Baker to adopt the June 30, 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 9:00 a.m. Hearing no request to address the Finance Committee, Board Member Melnick closed the Hearing Section at 9:00 a.m.

2. ADJOURN TO CLOSED SESSION:

Board Member Melnick motioned to adjourn to Closed Session at 9:00 a.m. Second by Board Member Baker to adjourn to Closed Session at 9:00 a.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 9:45 a.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 9:45 a.m. Hearing no request to address the Finance Committee, Board Member Melnick closed the Hearing Section at 9:45 a.m.

4. DIRECTOR'S COMMENTS:

- None

5. APPROVAL OF MINUTES:

- A. May 29, 2020
- B. June 02, 2020

Board Member Melnick motioned to approve May 29, 2020 and June 02, 2020 minutes as presented. Second by Board Member Baker to approve the May 29, 2020 and June 02, 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. May 2020 Finances:

- Mr. Hamblin reported the following information:
 - Cash on hand is \$2,635,978
 - Surplus of \$2,271,691
 - Continue to see decrease in volume for the month of May
 - Stimulus funds will make the finances strong
 - Patient revenue was 33.8% under budget for the month
 - Net patient revenue was 31.5% under budget
 - Expenses were 4.9% lower than budget
 - ER visits are beginning to increase
 - SNF remains low
 - PPP was received at \$2.1 million
 - Guidelines are changing every day
 - Being very cautious

B. CFO Report:

- Mr. Hamblin reported the following information:
 - COVID-19 Update:
 - Continue with security
 - Meet regularly to review expenses
 - Recovered $\frac{3}{4}$ of the \$2.7 million
 - We continue to test patients
 - Project financing:
 - We will begin to work on the preliminary USDA application as we move forward with plans for hospital seismic project
 - We plan to submit the application in September
 - 2 ½ % interest rates

Board Member Baker motioned to approve the May 2020 Finance Report and CFO Report as presented. Second by Board Member Melnick to approve the May 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 10:03 a.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



Recommendation for Action

Date: August 06, 2020

To: Board of Directors

From: John Friel, CEO

Re: Clean Harbor Service Agreement

Cardiology Specialists Medical Group Service Agreement

Cardiology Specialists Medical Group Clinic Service Agreement

Recommendation: Administration request the Board of Directors approve the service agreements as presented.

Discussion:

- Clean Harbor Service Agreement is to provide Medical Waste Services/Management. We have switched vendors due to pharmaceutical containers and proper disposal.
- Cardiology Specialists Medical Group Remote Reading Echocardiogram Service Agreement. The agreement is to provide echocardiogram remote reading.
- Cardiology Specialists Medical Group Clinic Service Agreement to provide out-patient services at the FHC.

All agreements have completed the contract approval process and have been approved by legal counsel.



Contract Cover Sheet

Contract Name: Clean Harbors

Purpose of Contract: Medical Waste Management

Contract # / Effective Date / Term/ Cost: BY agreement \$1,500.00 per month

Originating Dept. Name / Number: EVS

Department Manager Signature: [Signature] Date: 7-7-20

BAA: ☐ Yes ☒ No W-9: ☐ Yes ☐ No

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: _____	Date: _____
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>Eva Rein</u>	Date: <u>7-30-2020</u>
<u>Legal Counsel</u>	Signature: <u>VIA email</u>	Date: <u>7-13-2020</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>7/7/20</u>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>13 July 2020</u>
<u>Chief Executive Officer</u>	Signature: <u>[Signature]</u>	Date: <u>7-22-20</u>
<u>Board of Directors</u> When Applicable	Signature _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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

Updated 07/2019



HEALTHCARE WASTE TRANSPORTATION & DISPOSAL AGREEMENT

Customer Name: Bear Valley Community Healthcare District

Customer Address: PO Box 1649, Big Bear Lake, CA 92315

This Agreement is between the Customer identified below ("Customer"), and Clean Harbors Environmental Services, Inc. ("Clean Harbors"). In consideration of the mutual covenants contained herein, the parties agree as follows:

Article 1. Term

This Agreement shall have an initial term of three (3) years from the date hereof and shall automatically renew for successive terms unless either party has given written notice of its intent to terminate at least sixty (60) days prior to the renewal date.

Article 2. Services

This Agreement shall govern labpack, transportation, and disposal services of all waste materials generated by Customer ("Services"). During the term of this Agreement, the Customer agrees not to employ, retain, or arrange to have any other third party employ or retain, any other party to perform services of a like or similar nature as those services provided by Clean Harbors without its prior written consent.

Article 3. Waste Materials

Waste materials, including but not limited to Regulated Medical Waste, to be handled pursuant to this Agreement shall be agreed upon in advance in writing by Clean Harbors and Customer. At the time Customer requests the Services of Clean Harbors, Customer shall provide a Waste Profile Sheet or similar document ("Waste Profile") to Clean Harbors completely and accurately describing the waste materials to include identification of any unique characteristics of the waste. Clean Harbors shall have the right, but not the obligation, to inspect, sample, analyze or test tendered waste before accepting such waste, and Clean Harbors' exercise of, or failure to exercise, said right to inspect and sample shall not operate to relieve Customer of its responsibility to provide Clean Harbors a true, accurate and complete chemical and physical description of the waste tendered or to relieve Customer of its liability under this Agreement.

Article 4. Transfer of Waste and Title

Title, risk of loss and all other incidents of ownership and liability thereof for non-conforming wastes shall remain at all times with Customer. Waste materials shall be considered non-conforming if the waste materials are not properly packaged or labeled; if the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile; or if the waste materials do not conform to Clean Harbors' Waste Acceptance Policy. Waste materials which are discovered to be non-conforming may be rejected by Clean Harbors.

Article 5. Payment Terms

Payment terms shall be net fifteen (15) days from the date of invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, on all amounts outstanding more than fifteen (15) days. Customer shall be responsible for all costs incurred by Clean Harbors to collect any payments due under this Agreement, including reasonable attorneys' fees. The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so.

Article 6. Customer Warranties

Customer warrants that it has legal title or authority to the waste materials; that the description of the waste materials on the Waste Profile is accurate and complete; that waste materials will conform to such description and Clean Harbors' Waste Acceptance Policy; that containers of waste materials will be marked, labeled and otherwise conform with all applicable law; and that it has communicated to Clean Harbors those hazards known by the Customer to be associated with the handling, transportation, treatment, storage, and disposal of the waste materials.

Article 7. Indemnification

Each Party ("Indemnifying Party") agrees to indemnify, save harmless and defend the other Party ("Indemnified Party") from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which the Indemnified Party may hereafter incur, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) the Indemnifying Party's breach of any term of this Agreement, or (2) the negligence or willful misconduct of the Indemnifying Party, its employees, or agents. Clean Harbors shall not be liable to Customer for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

Article 8. Insurance

Clean Harbors shall maintain at its own expense during the term of this Agreement the following insurance coverages:

COVERAGE	LIMITS
a. Worker's Compensation	Statutory
b. Employer's Liability	\$2,000,000
c. General Commercial Liability	\$2 million per occurrence \$4 million aggregate
d. Automobile	\$5 million combined single limit
e. Contractors Pollution Liability	\$10 million each Claim \$10 million all Claims

Article 9. Additional Provisions

- This Agreement represents the entire understanding and agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted document issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. Any modifications to this Agreement shall be in writing and shall be signed by Customer and Clean Harbors.
- The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.
- **Early Termination:** (1) Except as provided in Article 1, in the event Customer terminates this Agreement without cause, or (2) except as provided in Article 2, utilizes another waste services provider, Customer shall pay Clean Harbors an early termination fee in an amount determined by multiplying the number of months remaining in the Agreement by sixty percent (60%) of the average monthly billing under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**CUSTOMER: BEAR VALLEY
COMMUNITY HEALTHCARE
DISTRICT**

**CLEAN HARBORS
ENVIRONMENTAL
SERVICES, INC.**

Signature

Signature

Print Name

Print Name

Title:

Title:

Date:

Date:

**HEALTHCARE WASTE TRANSPORTATION & DISPOSAL AGREEMENT**

Customer Name: Bear Valley Community Healthcare District

Customer Address: PO Box 1649, Big Bear Lake, CA 92315

**ADDENDUM 001 TO CLEAN HARBORS HEALTHCARE WASTE
TRANSPORTATION AND DISPOSAL AGREEMENT****BIOHAZARD WASTE AND REUSABLE COMINGLED SHARPS/NON-HAZARDOUS
PHARMACEUTICAL PROGRAM PRICING**

Flat Monthly Service Rate: \$2,850.00

Pricing Includes:

- Comingled sharps/non-hazardous pharmaceutical reusable container program
 - Consists of 2-gallon, 3-gallon and 17-gallon blue waste containers
- Reusable 43-gallon RMW containers for biohazard waste
- One time per week truck service frequency

Flat monthly service rate is subject to the below parameters table based on waste volumes and disposable container purchase history provided by the Customer.

ADDITIONAL FEES AND CHARGES

Installation Fee	Waived
Stop Fee	Waived
Recovery Fee*	1.5% of Flat Monthly Service Rate
CA RRAA Fee**	2% of Flat Monthly Service Rate

*A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 9.5%, will be applied to the total invoice. HealthTrust GPO members receive the standard rate less 8%.

**The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CA RRAA) of 2017 has increased the cost of providing waste management services in the State of California. To off-set this extra cost, Clean Harbors is implementing a 2% CA RRAA Fee on every invoice for a California waste generator.

CUSTOMER INITIAL: _____

INITIAL DATE: _____

CLEAN HARBORS INITIAL: _____

INITIAL DATE: _____

**HEALTHCARE WASTE TRANSPORTATION & DISPOSAL AGREEMENT**Customer Name: Bear Valley Community Healthcare DistrictCustomer Address: PO Box 1649, Big Bear Lake, CA 92315**SCHEDULE "A"****PARAMETERS TABLE**

	Estimated Installed Locations	Estimated Containers Pick Up Per Month	Allowable Containers Picked Up Under Monthly Flat Rate. Up To:	Additional Cost Per Single Container in Excess of Allowable
Reusable Comingled				
2-gallon Blue	42	63	85	\$11.00
3-gallon Blue	23	35	50	\$13.00
17-gallon Blue	6	7	10	\$20.00
RMW Biohazard				
43-gallon Bio	6	24	25	\$25.00

SERVICE LOCATION

Bear Valley Community Hospital – 41870 Garstin Dr., Big Bear Lake, CA 92315

Flat rate pricing does not include service at offsite locations. Pricing assumes Customer will exercise the "Materials of Trade Exemption" as outlined in Section 117976 of the California Medical Waste Management Act.

CUSTOMER INITIAL: _____

CLEAN HARBORS INITIAL: _____

INITIAL DATE: _____

INITIAL DATE: _____



Contract Cover Sheet

Contract Name: Cardiology Specialists Medical Group
Purpose of Contract: Remote Reading Echocardiogram
Contract # / Effective Date / Term/ Cost: 8-13-2020 auto 2 year renewal - one year
Originating Dept. Name / Number: _____

Department Manager Signature: _____ Date: _____

BAA: ☒ Yes ☐ No

W-9: ☒ Yes ☐ No

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>Eva Rein</u>	Date: <u>8-5-2020</u>
<u>Legal Counsel</u>	Signature: <u>via email</u>	Date: <u>7-15-20</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norrigan</u>	Date: <u>7/20/2020</u> <i>on-call schedule!</i>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>17 July 2020</u>
<u>Chief Executive Officer</u>	Signature: <u>[Signature]</u>	Date: <u>7-22-2020</u>
<u>Board of Directors</u> When Applicable	Signature: _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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

Updated 07/2019

CARDIOLOGY SERVICES AGREEMENT

This Cardiology Services Agreement (the "Agreement"), is made and entered into as of August 13, 2020 by and between Bear Valley Community Healthcare District (hereinafter "Hospital", and Cardiology Specialists Medical Group, Inc (hereinafter "Provider").

RECITALS:

A. WHEREAS, Hospital, is the owner and operator of a general acute care hospital located in Big Bear Lake, California. Hospital has a federally approved hospital-based 95-210 Rural Health Clinic located at two sites known;

B. WHEREAS, Hospital at times, requires the services of a qualified physician to read and interpret Echocardiogram studies performed on its patients in order to assist the patient's treating physician in directing the care of the patient;

C. WHEREAS Provider is a medical group of qualified cardiology specialists that will facilitate a program of remote reading of Echocardiograms by board certified cardiologists and provide a tracking system of each physician's readings that can be confirmed by both parties;

D. WHEREAS Hospital wishes to contract with Provider to read and interpret echocardiogram studies on an as needed basis and Provider seeks to contract with Hospital to read and interpret echocardiogram studies on an as needed basis.

NOW, THEREFORE, for and in consideration of the recitals and the covenants contained herein, the parties agree as follows:

AGREEMENT:

1. Provider's Obligations

(a) During the term of this Agreement, Provider's qualified Physicians shall read and interpret echocardiogram studies performed at Hospital on patients pursuant to a schedule determined by both parties. Provider's Physicians shall provide a written report regarding such readings and interpretations to Hospital, as well as make the readings available through a tracking system (the "Services"). Provider agrees that results of the echocardiograms interpreted by their physicians will be provided to Hospital within 24 hours of receipt of the test study from Hospital.

2. Professional Qualifications. Provider shall at all times provide duly licensed and board certified cardiologists to provide the Services of reading, reviewing and interpreting the echocardiograms requested by Hospital.

3. Hospital's Obligations.

(a) During the term of this Agreement, Hospital shall make echocardiogram studies for which a reading is requested available to Provider along with any other information or data that is necessary for Provider to perform the Services.

(b) During the term of this Agreement, Hospital shall provide Provider with a schedule as to when Provider's Physicians should be scheduled or are needed to read and interpret echocardiogram studies.

4. Compensation. Provider's Physicians entire compensation for performing the Services shall be those amounts set forth in **Exhibit A**. Provider shall assign Provider's right, if any, to bill for the Services to Hospital and Hospital shall have the right to bill and collect for the Services. Provider and their Physicians shall have no right to bill for the Services. Services will be compensated as identified in **Exhibit A**.

5. Term. The initial term of this Agreement ("Initial Term") shall be for a period of two (2) years, commencing August 13, 2020. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, the term of this Agreement shall be automatically extended for an additional period of one year (each such extension, a "Renewal Term"), unless terminated pursuant to Section 6.

6. Termination.

(a) Termination for Breach. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, *provided that*, to effect such termination, the non-breaching party must give the breaching party at least 15 days' prior written notice of the termination (a "Breach Notice of Termination") and describe in such notice the breach claimed by the terminating party.

(b) Immediate Termination by Hospital. Hospital may terminate this Agreement immediately by written notice to Provider (an "Immediate Notice of Termination") upon the occurrence of any of the following events:

(1) Provider and/or their Physicians are sanctioned by, excluded or otherwise declared ineligible to participate in, or barred or suspended from, Medicare, Medicaid or any other federal health care program, or is convicted of an offense related to health care;

(2) Provider and/or their Physicians engage in conduct that, in the sole discretion of Hospital, could affect the quality of professional care provided to Hospital patients or the performance of duties required hereunder or be prejudicial or adverse to the best interest and welfare of Hospital, or its patients;

(3) Provider and/or their Physicians breach the confidentiality provisions of this Agreement; or

(4) Hospital closes or ceases patient care operations or sells all or substantially all of its assets.

(c) Termination Without Cause. Either party may terminate this Agreement without cause of penalty by providing the other party with thirty (30) days written notice of termination.

8. Insurance; Indemnification.

(a) Provider and their Physicians shall procure and maintain, at Provider's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Provider and all Provider Physicians participating in this contract, and such policy shall cover any acts of Provider or Provider's Physicians 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) per claim/ Three Million Dollars (\$3,000,000) annual aggregate for "claims made" insurance coverage. Provider and Provider's physicians 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 the Agreement, as well as any extensions or renewals hereof, and for a period thereafter of no less than three (3) years. In order to maintain continuous coverage for the entire relevant term Provider and Provider's Physicians 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. Provider 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, Provider shall give Hospital written notice thereof within thirty (30) business days of Provider's receipt of such notification from any of its insurers. In the event Provider fails to procure, maintain or pay for said insurance as required in this Section, Hospital shall have the right, but not the obligation, to obtain such insurance. In that event, Provider shall reimburse Hospital for the cost thereof, and failure to repay the same upon demand by Hospital shall constitute a material breach hereunder.

(b) Provider and its Physicians shall fully, completely and unconditionally indemnify, defend and hold harmless Hospital, its governing board, directors, officers, employees, agents and affiliates, from and against any and all claims, actions, liabilities, costs and expenses (including without limitation judgment and settlement costs, court costs and attorneys' fees) arising out of or relating to, or alleged to arise out of or relate to, negligent or intentional acts or omissions of the indemnifying party or any failure by the indemnifying party to perform any obligation or covenant of the indemnifying party in the Agreement.

9. Access To Books And Records.

(a) If the value or cost of Services rendered pursuant to this Agreement is \$10,000 or more over a 12-month period then, until the expiration of four years after the furnishing of Services hereunder, such party 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. If any such Services are performed by way of subcontract with another organization and the value or cost of such subcontracted Services is \$10,000 or more over a 12-month period, such subcontract shall contain, and the contracting party shall enforce a clause to the same effect as immediately above.

(b) The availability of either party'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 this Section shall survive expiration or termination of this Agreement, regardless of the cause of such termination.

10. Confidentiality.

(a) Hospital Information. Provider recognizes and acknowledges that, by virtue of entering into this Agreement and providing Services to Hospital hereunder, Provider and its Physicians may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. Except pursuant to Provider's duties hereunder, Provider shall not, at any time, either during or after the term of this Agreement, disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, any confidential or proprietary information of Hospital, including without limitation information that concerns Hospital's patients, costs, or treatment methods developed by Hospital and information that is not otherwise available to the public.

(b) Terms of this Agreement. Except for disclosure to Provider's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), Provider and its Physicians shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement entitling Hospital to immediately terminate this Agreement pursuant to Section 7(b).

(c) Patient Information. Provider and its Physicians shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any patient or medical record information regarding Hospital patients, and Provider shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital, and its Medical Staff, regarding the confidentiality of such information. Provider acknowledges that, in receiving or otherwise dealing with any records or information from Hospital about patients receiving treatment for alcohol or drug abuse, Provider is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

(d) HIPAA Compliance. Provider and its Physicians agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 including as amended by the HITECH ACT ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "HIPPA Regulations"). Provider shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. Provider will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. Provider will promptly report to Hospital any use or disclosures, of which Provider becomes aware, of Protected Health Information in violation of HIPAA or the HIPPA Regulations. In the event that Provider contracts with any agents to whom Provider provides Protected Health Information, Provider shall include provisions in such agreements pursuant to which Provider and such agents agree to the same restrictions and conditions that apply to Provider with respect to Protected Health Information. Provider will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining compliance with HIPAA and the HIPPA Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by Provider, Hospital by virtue of this Subsection.

(e) Survival. The provisions of this Section shall survive expiration or termination of this Agreement, regardless of the cause of such termination.

11. Provider's Status. Provider and its Physicians shall act at all times under this Agreement as independent contractors. Hospital shall not have and shall not exercise any control or direction over the manner or method by which Provider and its Physicians provide the Services. However, Provider and its Physicians shall perform at all times in accordance with currently approved methods and standards of practice for the Services in the medical community. The provisions of this Section shall survive expiration or termination of this Agreement, regardless of the cause of such termination.

12. Arbitration. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in San Bernardino in accordance with the rules of the American Arbitration Association and applying the laws of the State of California. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions of this Section shall survive expiration or termination of this Agreement regardless of the cause of such termination.

13. Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such

subject matter. This Agreement may not be amended or modified except by mutual written agreement. Any reference to this Agreement shall include each and every exhibit, each of which is fully incorporated into this Agreement where referenced.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the State of West Virginia. The provisions of this Section shall survive expiration or termination of this Agreement regardless of the cause of such termination.

15. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

16. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery, (ii) on the date received by facsimile or other electronic means, (iii) on the date tendered for delivery by nationally recognized overnight courier, or (iv) on the date tendered for delivery by United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in any event addressed as follows:

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

If to Provider: Cardiology Specialist Medical Group, Inc.
3770 Elizabeth St.
Riverside, Ca 92506

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

18. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

19. Assignment; Binding Effect. Provider shall not assign or transfer this Agreement in whole or in part, or assign or delegate any of Provider's rights, duties or obligations under this Agreement, in each case without the prior written consent of Hospital, and any assignment, transfer or delegation by Provider without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement is assignable by Hospital without consent.

20. Referrals. The parties acknowledge than none of the benefits granted Provider hereunder are conditioned on any requirement that Provider make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital. The parties further

acknowledge that Provider is not restricted from establishing staff privileges at, referring any patient to, or otherwise generating any business for, any other facility of its choosing.

21. Financial Obligation. Provider shall not incur any financial obligation on behalf of Hospital.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

HOSPITAL: Bear Valley Community Healthcare District By: _____ Name: _____ Title: _____	PROVIDER: Cardiology Specialists Medical Group, Inc By: _____
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Exhibit A Compensation

During the term of this Agreement, Hospital shall pay Provider the following compensation:

- (1) \$84.50 for each echocardiogram study read and interpreted by Provider for which Provider is entitled to payment under the terms of this Agreement.
- (2) \$100.00 weekly on call stipend
- (3) Provider shall submit a monthly invoice to Hospital no later than the 5th day of each month which identifies the echocardiogram studies read and interpreted by Provider during the prior month for which Provider seeks payment.
- (4) Payment shall be made by Hospital to Provider for each reading identified on the invoice, for which both parties agree was conducted, within 30 days of receipt of said invoice
- (5) Hospital and Provider acknowledge and agree that the compensation amount payable by Hospital to Provider is no more than the fair market value for the Services to be provided by Provider under the terms of the Agreement.



Contract Cover Sheet

Contract Name: Cardiology Specialist Medical Group - Clinic

Purpose of Contract: Clinic Services

Contract # / Effective Date / Term/ Cost: 8-13-20 - 8-12-22

Originating Dept. Name / Number: _____

Department Manager

Signature:

Smuradio

Date:

8/5/20

BAA: ☒ Yes ☐ No

W-9: ☐ Yes ☐ No

Administrative Officer

Signature:

NA

Date:

NA

HIPAA/Security Officer
(Software/EHR Related)

Signature:

NA

Date:

NA

HIPAA Privacy Officer
(BAA applicable)

Signature:

Eva R...

Date:

8-5-2022

Legal Counsel

Signature:

Via email

Date:

Compliance Officer

Signature:

Mary Norman

Date:

8/5/2020 FMV?

Chief Financial Officer

Signature:

Date:

Chief Executive Officer

Signature:

Date:

Board of Directors
When Applicable

Signature

Date:

1. Final Signatures on Contract, BAA & W-9:

Date: _____

2. Copy of BAA forwarded to HIPAA Privacy Officer

Date: _____

3. Copy of Contract/BAA/W-9 forwarded to Department Manager:

Date: _____

4. Copy of Contract/BAA/W-9 forwarded to Contractor (if applicable):

Date: _____

5. Copy of Contract/BAA/W-9 scanned/mailed to Controller:

Date: _____

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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

Updated 07/2019



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PHYSICIAN AGREEMENT FOR SERVICES AT THE RURAL HEALTH CLINICS
WITH
CARDIOLOGY SPECIALISTS MEDICAL GROUP**

THIS PHYSICIAN AGREEMENT ("Agreement") is made and entered into as of the August 13, 2020 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Cardiology Specialists Medical Group, Inc. ("Cardiology Group")

RECITALS

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

WHEREAS, Cardiology Group has board certified cardiologists licensed by the Medical Board of California to practice medicine and are qualified to perform cardiology services for the Clinic's patients.

WHEREAS, Hospital desires to retain the services of the physicians affiliated with Cardiology Group to provide professional medical services, and Cardiology Group desires to so contract with Hospital to furnish those services.

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF CARDIOLOGY GROUP

- A. **SERVICES.** During the term of this Agreement, Physician agrees to the following:
1. Physician shall provide professional physician services at the Clinic on an as needed basis as agreed upon by Hospital and Physician.
 2. Physician shall maintain medical records for all patients consistent with standard industry practices and shall provide such other record keeping and administrative services as may be reasonably requested by Hospital. All medical records remain the property of the Hospital.
 3. Physician shall cooperate with any quality management and utilization management programs instituted by Hospital.
- B. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of Services rendered to Hospital pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a twelve- month period, Physician agrees as follows:

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

- C. Physician will not carry out any of the duties of the Agreement through a subcontract.
- D. **ETHICS.** In performing services under this Agreement, Physician shall use his/her best and most diligent efforts and professional skills; perform professional supervisory services; render care to patients in accordance with and in a manner consistent with the high standards of medicine; conduct himself/herself in a manner consistent with the principles of medical ethics promulgated by the American Medical Association; and comply with the Hospital's rules and regulations.
- E. In respect to Physician's performance of Physician's professional duties, the Hospital shall neither have nor exercise control or direction over the specific methods by which Physician performs Physician's professional clinical duties. The Hospital's sole interest shall be to ensure that such duties are rendered in a competent, efficient and satisfactory manner.
- F. Physician recognizes that the professional reputation of the Hospital is a unique and valuable asset. Physician shall not make any negative, disparaging or unfavorable comments regarding the Hospital or any of its owners, officers and/or employees to any person, either during the term of this Agreement or following termination of this Agreement.
- G. **NOTIFICATION OF CERTAIN EVENTS.** Physician shall notify Hospital in writing within three (3) business days after the occurrence of any one or more of the following events:
1. Physician's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
 2. Physician becomes the subject of any suit, action or other legal proceeding arising out of Physician's professional services;
 3. Physician is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
 4. Physician becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;
 5. Physician becomes incapacitated or disabled from practicing medicine;

6. Any act of nature or any other event occurs which has a material adverse effect on Physician's ability to perform the Services under this Agreement;
 7. Physician changes the location of her offices;
 8. Physician is charged with or convicted of a criminal offense; or
 9. Physician is debarred, suspended, or otherwise excluded from any federal and/or state health care payment program by action of the Office of Inspector General of the Department of Health and Human Services or Medi-Cal Office, or by any equivalent or coordinating governmental agencies.
- H. **COORDINATION OF SERVICES.** Physician shall cooperate with Hospital, through its Chief Executive Officer, in connection with providing the Services.

SECTION II. REPRESENTATIONS AND WARRANTIES

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

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

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

SECTION III. INDEMNIFICATION OF LIABILITY.

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

SECTION IV. INDEPENDENT CONTRACTOR.

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

SECTION V. COMPENSATION.

At the end of each month, Physician shall submit to the administration a completed time sheet of time spent in the Family Health Clinic seeing patients. Upon receipt of completed and signed provider time sheet for services rendered under this Agreement, Hospital shall pay Physician, as for sole compensation hereunder, on a fee per visit basis at \$75.00 (Seventy-Five Dollars) per visit, including Telehealth visits. Hospital agrees to provide a minimum of \$1,350.00 in compensation for each day worked in the Clinic "No charge/courtesy" visits are not eligible for provider payment. Hospital will provide Physician a list of patients seen per Hospital records that supports the payment made to Physician. All patient billings for Physician services remain the

property of Hospital. Monthly payments to Physician shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.

SECTION VI. COMPLIANCE.

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

At a minimum, Physician is expected to:

1. Be aware of those procedures which affect the physician, and which are necessary to implement the Compliance Program, including the mandatory duty of Physician to report actual or possible violations of fraud and abuse laws and regulations; and
 2. Understand and adhere to standards, especially those which relate to the Physician's functions for or on behalf of the District/Hospital.
- B. Failure to follow the standards of Hospital's Compliance Programs (including the duty to report misconduct) may be considered to be a violation of the Physician's arrangement with the Hospital and may be grounds for action by Hospital, including termination of the relationship.

SECTION VII. TERM.

This Agreement is effective from August 13, 2020 to August 12, 2022 however, this Agreement 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 healthcare facility, are in any way suspended, revoked, or otherwise restricted;
 3. Medicare and/or Medi-Cal significantly changes the RHC program;
 4. Hospital fails to maintain RHC status;
 5. Physician Services Agreement is terminated or expires;
 6. Physician's failure to comply with the standards of the Hospital's Compliance Program, to the extent that such failure results in material fine and or sanction from Medicare or Medi-Cal Program;
 7. Physician 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 30 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 30 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 the abuse of 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 30 days to cure such performance, failing which, this Agreement may thereafter be immediately terminated by the non-defaulting party.

C. Either party may terminate this Agreement, without cause, by providing the other party ninety (90) days prior written notice.

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

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

SECTION IX. CONFIDENTIALITY.

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

SECTION X. INSURANCE.

PROFESSIONAL LIABILITY. Physician shall procure and maintain 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) per claim/Three Million Dollars (\$3,000,000) 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 hereof, 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 in this section, 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/her Agreement or any interest in it without written consent of Hospital.

SECTION XII. NOTICES.

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

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

Physician: Kaustubh Pantankar, MD
3770 Elizabeth St.
Riverside, CA 92506

SECTION XIII. 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 XIV. HOSPITAL NOT PRACTICING MEDICINE.

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

SECTION XV. ENTIRE AGREEMENT.

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

SECTION XVI. SEVERABILITY.

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

SECTION XVII. GOVERNING LAW.

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

SECTION XVIII. REFERRALS.

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

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XX. 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, President, BOD
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____ By: _____
Kaustubh Pantankar, MD
3770 Elizabeth St.
Riverside, CA 92506



Recommendation for Action

Date: 30 July 2020
To: Board of Directors
From: Garth M Hamblin, CFO
Re: Scopes for OR / Surgery - \$169,109.54

Recommended Action

Approve Capital Expenditure of \$169,109.54 for refurbished Olympus Scopes (quote attached)

Background

Budget includes \$60,000 for GI Scopes and processor, 2 colonoscopes and 2 EGD Scopes and processor. This was a quote for refurbished Pentax scopes. After extensive review of the scopes that are available at this time it has been recommended by Dr. Kondal and Heather Loose to request additional capital for the purchase of refurbished Olympus Scopes.

Both Dr. Kondal and Dr. Chin and his group have experience with the Olympus scopes as they are the dominant supplier in our area. Steve Long, our Purchasing Coordinator, also has extensive experience with the Olympus Scopes and would be able to help manage the cleaning program and education for staff. Scope cleaning and maintenance is heavily regulated, so his expertise would be highly valuable to us.



Olympus America Inc.
3500 Corporate Parkway
P.O. BOX 610
Center Valley, PA 18034-0610

TEL: (800) 848-9024
FAX: (800) 228-4963

devin.lanier@olympus.com
www.olympusamerica.com

Quote Number: Q-00933123

Please refer to this number on all correspondence

Effective Date: June 17, 2020

Expiration Date: September 15, 2020

Customer Information

Contact Name: Heather Loose

Contact Email: heather.loose@bvchd.com

Account Name: BEAR VALLEY MEDICAL CENTER

Olympus Information

Representative: Devin Lanier

Phone: (602) 799-1339

Email: devin.lanier@olympus.com

Cage code: 32212

DUNS#: 017018859

Tax ID: 11-2416961

Customer Address: 41870 GARSTIN ROAD
BIG BEAR LAKE, California
92315

Customer Number: 20003248
(Sold To)

Payment Terms: Net 30 subject to Olympus credit approval

F.O.B.: Shipping point, unless otherwise mutually
agreed upon in writing

Tax: Applicable taxes are not included in this quote
and are the responsibility of the customer

Comments

To ensure proper shipping, please provide the following information on your Purchase Order at the time of purchase:

- 1) Can your facility accommodate a 53 semi truck? _____
A. If not, what size can be accepted? _____
- 2) Does your facility have a loading dock? _____
A. If not, will a lift gate be needed? _____
- 3) Does your facility require inside delivery? _____
A. If yes, what is the floor number? _____
B. Does your facility have a freight elevator? _____
C. How many doors will the equipment need to go through? _____
- 4) Receiving/ Delivery dock Contact Name: _____
- 5) Receiving/ Delivery dock Contact Phone #: _____

Please be sure to inspect thoroughly before signing the delivery documents.



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#	Item Type	Model And Description	Kit Component(s)	Qty	Country of Origin	List Price	Contract Price	Unit Price	Total Price
1	New	K10021769 : K10021769 WM-NP2 GI CO2 STANDARD SET		1	GB	\$6,600.00	\$5,052.09	\$5,052.09	\$5,052.09
2	New	LMD-X310S : LMD- X310S 31 inch 4K Sony Monitor		1	JP	\$15,218.64	\$12,175.65	\$12,175.65	\$12,175.65
3	New	MAJ-2015 : MAJ-2015 MAJ-2015 3G-SI CABLE 3.0M		1	JP	\$135.00	\$88.00	\$88.00	\$88.00
4	New	CV-190 : CV-190 EVIS EXERA III VIDEO PROCESSOR		1	JP	\$30,900.00	\$21,580.00	\$21,580.00	\$21,580.00
5	New	CLV-190 : CLV-190 EVIS EXERA III LIGHT SOURCE		1	JP	\$17,900.00	\$12,450.00	\$12,450.00	\$12,450.00
6	New	OEP-5 : OEP-5 HD OLYMPUS PRINTER		1	JP	\$10,605.00	\$7,600.00	\$7,600.00	\$7,600.00
7	New	MAJ-854 : MAJ-854 REMOTE CABLE CV- 160 FOR SVR PRIN		1	JP	\$207.50	\$120.83	\$120.83	\$120.83
8	New	OFF-2 : OFF-2 FLUSHING PUMP		1	GB	\$2,270.00	\$1,373.00	\$1,373.00	\$1,373.00
9	New	MAJ-855 : MAJ-855 AUXILIARY WATER TUBE		1	JP	\$86.50	\$48.97	\$48.97	\$48.97
10	New	UHI-4 : UHI-4 45L HIGHFLOW INSUFFLATION UNIT		1	JP	\$14,057.11	\$8,625.00	\$8,625.00	\$8,625.00
11	New	UCR : UCR ENDOSCOPIC CO2 REGULATION UNIT		1	JP	\$8,568.89	\$3,996.00	\$3,996.00	\$3,996.00
12	CPO	CF-HQ190L : CF- HQ190L EVIS EXERA III HD COLONOSCOPE		2	JP	\$54,800.00	\$25,000.00	\$25,000.00	\$50,000.00
13	CPO	GIF-HQ190 : GIF- HQ190 EVIS EXERA III HDTV DF NBI		2	JP	\$50,100.00	\$23,000.00	\$23,000.00	\$46,000.00

* DENOTES OPEN MARKET ITEM

Pricing may be based on a local agreement or the following contract(s):

HPG-2840

HPG-2644

HPG CPO

BEAR VALLEY MEDICAL CENTER

Total List Price: \$316,348.64
(Before Trade-Ins)

Signature: _____

Total Net Price: \$169,109.54
(Before Trade-Ins)

Name: _____

Total Trade-In Value: \$0.00



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Center Valley, PA 18034-0610

TEL: (800) 848-9024
FAX: (800) 228-4963

devin.lanier@olympus.com
www.olympusamerica.com

Quote Number: Q-00933123

Please refer to this number on all correspondence

Effective Date: June 17, 2020

Expiration Date: September 15, 2020

Title: _____
Effective Date: _____
Purchase Order #: _____

Sub Total: \$169,109.54

Freight: \$0.00

Grand Total: \$169,109.54

- I. Olympus Standard Terms and Conditions apply to this quote, unless otherwise mutually agreed upon in writing
- II. Errors & Omissions Excepted. Price quotes and the total package prices are for the quoted items only.
- III. Changes and additions to, or deletions from this quote may cause pricing adjustments.
- IV. Service manuals and additional operator manuals are not included and may be ordered by contacting the Customer Care Center at (800) 848 9024.
- V. If freight charge is included, the freight charge may not necessarily reflect the exact charge paid by Olympus to the carrier due to the volume incentive discount agreements entered into between Olympus and carrier, unless otherwise mutually agreed upon in writing.

Based on the products purchased, the following terms may apply:

ScopeLocker storage product: Please take note of the ScopeLocker's specifications and dimensions and carefully measured the space where the ScopeLocker will be installed to ensure a good and proper fit. By submitting payment and/or a purchase order for any ScopeLocker, customer acknowledges and agrees that Olympus' standard return goods policy does not apply. ScopeLockers may only be returned if they have been delivered to the customer damaged. Customer is responsible for noting and reporting any external shipping damage prior to signing the carrier's receipt form for the ScopeLocker. Once customer signs the carrier's receipt form for the ScopeLocker, it is understood that the customer has inspected the shipment and has found no evidence of external shipping damage. Customer has seven (7) days after customer's receipt of the ScopeLocker to notify Olympus of any internal shipping damage which was undetectable at time of product receipt. Only returns with a valid Return Merchandise Authorization ("RMA") number issued by Olympus will be accepted and eligible for return. All authorized returns must be sent prepaid to Olympus or its designee and the RMA number must be prominently displayed on the shipping carton and all paperwork. Merchandise returned with proper RMA identification, with all accompanying items and manuals (as shipped to customer), shall be credited at the original customer's purchase price. No returns will be accepted more than 14 days from date of invoice. Credits will be given against customer's account; no cash refunds will be issued.



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Quote Number: Q-00933123

Please refer to this number on all correspondence

Effective Date: June 17, 2020

Expiration Date: September 15, 2020



Recommendation for Action

Date: 4 August 2020
To: Board of Directors
From: Garth M Hamblin, CFO
Re: Travel Expenses for two consultants from QHR to
conduct EVS Assessment

Recommended Action

Approve up to \$2,500 for travel and related expenses for two consultants from QHR to conduct Assessment of EVS (Environmental Services) department

Background

A number factors (including increased SNF survey activity & frequency, COVID19 response, staff turnover, and the age of our facility) have brought us to recommend consultation / assessment of our EVS (Environmental Services) department. This would involve 2 from QHR Health coming to BVCHD for up to a day to meet with EVS leadership and staff, Clinical Department leaders, and others to discuss service, staffing, and training needs.

Cost for the consultants' time / salary is covered by QHR Health. Per our agreement the Board approves and reimburses for travel and related (hotel, rental car, meals, etc) expenses.

Board Report

August 2020

COVID-19

Our COVID Task Forces continue to communicate changes in regulations to our hospitals. We have released our Operations Recovery Playbook 2 which includes updates based on new regulations and recommendations and updated the calculators in it. We continue to supply PPE to hospitals and producing our weekly COVID-19 Q Sights newsletter. Our COVID website, www.qhrcovid19.com is refreshed with updated information regularly.

Compliance Risk Assessment

This assessment has been completed by Bear Valley's Compliance Officer working in conjunction with QHR Health's Director of Compliance. The assessment revealed no major issues.

Bad Debt and Contractual Accounts Analysis

This analysis has been completed. No negative issues were found.

Strategic Planning

QHR Health's strategic planning is on schedule for October completion.

CEO Evaluation

I will be reviewing the CEO evaluation with you at the meeting.

Upcoming Education Events – August

Webinars:

Board Leadership Webinar – Supply Chain Challenges During COVID-19	Tuesday, August 11, 2020	12:00 pm – 1:00 pm CST
Reimbursement & Regulatory Update: Final Inpatient PPS Annual Rule & Reimbursement Changes 2-Part Series	Tuesday – Thursday, August 11 – 13, 2020	2:00 pm – 3:00 pm CST
Compliance Officer Hot Topics: Contracting Process and Physician Arrangement	Tuesday, August 18, 2020	10:30 am – 11:30 am CST
Workforce Efficiency: Daily Productivity Monitoring (Productivity 101)	Thursday, August 20, 2020	10:30 a.m. – 11:30 am CST
Clinical Documentation Integrity in a Changing World	Thursday, August 27, 2020	10:30 am – 11:30 am CST

Link to Course Catalog:

<https://qhr.myabsorb.com/#/catalog>

Other

- Ron Vigus is planning on participating in the Board meeting.

Upcoming Projects

- Cost Report Review
- Strategic Planning

Completed Projects

- Community Health Needs Assessment
- Managed Care Contract Review
- Compliance Risk Assessment
- Contractual Accounts and Bad Debt Review



CNO Monthly Report

TOPIC	UPDATE
1. Regulatory	<ul style="list-style-type: none"> ▪ CDPH issued an extension of the temporary waiver of regulatory requirements due to the state of emergency related to the Coronavirus. ▪ CDPH will not be conducting on site visits for complaints less than the IJ level. ▪ Infection Control enforcement surveys will be conducted every 4-8 weeks.
2. Budget/Staffing	<ul style="list-style-type: none"> ▪ Monitoring expenses. Flexing staff as census permits. ▪ Overall volumes are beginning to return to budget. ▪ 3 travel RNs have been recruited. Working on recruitment of 1-2 more. These nurses will work in the ED and will support opening the Covid unit as the need arises.
3. Departmental Reports	
<ul style="list-style-type: none"> ▪ Emergency Department 	<ul style="list-style-type: none"> ▪ Surge plan has been developed ▪ COVID was downsized to make room for SNF admission/ quarantine of new residents. ▪ Volumes are increasing ▪ OB/ L&D workgroup has been formed to work on standardizing the process for emergency delivery in the ED. The group's goals include training staff and assembling standardized kits and checklists. ▪ Telepsych project- expected go live August 10th. ▪ Multiple RNs out on FMLA (non Covid related).
<ul style="list-style-type: none"> ▪ Acute 	<ul style="list-style-type: none"> ▪ Acute unit is taking care of non COVID patients ▪ Patient Experience workgroup implementing various measures to improve HCHAPS scores. ▪ Medication Reconciliation workgroup resumed meetings.
<ul style="list-style-type: none"> ▪ Skilled Nursing 	<ul style="list-style-type: none"> ▪ Residents have moved back into the hospital ▪ SNF COVID mitigation plan was approved ▪ New regs require FT Infection Preventionist dedicated to the SNF- being met with reorganization of current staff ▪ Training started for staff new to IP role

	<ul style="list-style-type: none"> ▪ Many webinars/ phone calls regarding SNF COVID planning. ▪ Received notification that CMS did not receive SNF reporting numbers for 1 week, DON submitted proof that reporting was completed. There appears to have been a computer and/ or system glitch. CMS accepted our evidence and the citation has been rescinded. ▪ Visitation guidelines have become more strict. ▪ CDPH has been onsite the following dates to conduct infection control surveys on the SNF unit: 6/10, 6/11, 7/20 & 7/29 ▪ More CDPH surveys are expected, additional surveys for mitigation plan review are expected.
<ul style="list-style-type: none"> ▪ Surgical Services 	<ul style="list-style-type: none"> ▪ Elective surgical cases will resume in August. ▪ Dr. Kondal and Heather working on new procedure for pre-op screening d/t COVID ▪ Working on GI scope purchase ▪ New sterilizer on order ▪ Dr. Chin interested in starting surgery in August or September.
<ul style="list-style-type: none"> ▪ Case Management 	<ul style="list-style-type: none"> ▪ Working with DON on 1-2 possible SNF admissions ▪ Attended HASC Re-admissions workgroup meeting ▪ 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"> ▪ 2 additional ventilators acquired to support critical care, delivered from ICEMA. ▪ 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.
<ul style="list-style-type: none"> ▪ Physical Therapy 	<ul style="list-style-type: none"> ▪ Volumes are stabilizing.
<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). ▪ POS system has been implemented. Credit and Debit cards are now accepted in the cafeteria. ▪ RD working with FHC to provide consults for FHC and CPSP patients. ▪ Working with SNF to resume candlelight dinners (no family or visitors yet).
4. Infection Prevention	<ul style="list-style-type: none"> ▪ Planning, research and education regarding coronavirus ▪ Educating staff on PPE standards and guidelines for re-use ▪ Reporting COVID cases to Public Health and CDPH L&C

	<ul style="list-style-type: none"> ▪ Managing changing CDC & Cal-OSHA requirements and mass amounts of information ▪ Working with SNF infection prevention plan to complete cyclical COVID testing and implement SNF COVID mitigation plan. ▪ Developed job description for greeter/ screener positions TBH, as required by CDPH/ CMS. ▪ Hired and supervising screeners for front lobby and FHC lobby.
5. Quality Improvement	<ul style="list-style-type: none"> ▪ Patient and Family Advisory Committee – planning for Zoom meeting in August ▪ Beta HEART – validation was held for Culture of Safety, Communication and Transparency & Rapid Event Investigation. Received validation in Culture of Safety and Communication and Transparency. ▪ BHPP grant- funding will be allocated to all applicants- waiting for further information.
6. Policy Updates	<ul style="list-style-type: none"> ▪ Interim policies for COVID being developed and implemented
7. Safety & Products	<ul style="list-style-type: none"> ▪ Working closely with Purchasing regarding supply & PPE shortage and alternatives.
8. Education	<ul style="list-style-type: none"> ▪ BLS Classes scheduled monthly, ACLS & PALS classes will be held in August. ▪ COVID training on Relias for all staff ▪ Specialized donning and doffing training on Relias for clinical staff.
9. Information Items/Concerns	<ul style="list-style-type: none"> ▪ Attending many calls related to COVID with BBFD, HASC, CHA, CDPH. ▪ Hospital Command Center currently on stand-by status ▪ Closely monitoring COVID trends/ hospital & ventilator utilization throughout the state.
Respectfully Submitted by: <i>Kerri Jex, CNO</i> <div style="text-align: right;"><i>Date: July 31st, 2020</i></div>	

2020 Surgery Report

May-20		
Physician	# of Cases	Procedures
Critel - CRNA	1	Hip Injection
Pautz - DO	0	
Kondal - MD	0	
Tayani	0	
Total	1	

Jun-20		
Physician	# of Cases	Procedures
Critel - CRNA	4	LESI
Critel - CRNA	2	Sacroiliac Injection
Pautz - DO	0	
Kondal - MD	0	
Tayani	10	Cataracts
Total	16	

Jul-20		
Physician	# of Cases	Procedures
Critel - CRNA	4	LESI
Critel - CRNA	2	HIP INJECTION
Pautz - DO	0	
Kondal - MD	0	
Tayani	0	
Total	6	

Aug-20		
Physician	# of Cases	Procedures
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Critel - CRNA		
Critel - CRNA		
Critel - CRNA		
Tayani		
Total	0	

Sep-20		
Physician	# of Cases	Procedures
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Critel - CRNA		



CHIEF EXECUTIVE OFFICER REPORT

August 2020

CEO Information:

COVID 19 Crisis: currently our Hospital Incident Command has downgraded to the Administration Team, we meet twice a week. We have begun providing COVID 19 testing to our community three days per week.

We have been marketing COVID testing; testing will take place Monday, Wednesday and Friday from 1:00 pm to 4:00 pm, patient volumes fluctuate. We began the “Don’t Fear Campaign” which focuses on out-patient services Physical Therapy, ER and well child visits. We have begun three new support groups, Relationships, Substance Abuse and Teen Group. The Mom & Dad Project classes have begun, classes are conducted virtually or in groups of ten or less.

Equipment and design recommendations regarding the Urgent Care Center on Sandalwood and Big Bear Blvd are with the architect for final and permit request.

Annual hospital birthday celebration is cancelled due to COVID 19. We continue to build on employee morale. We have scheduled several BBQ’s or catered lunches to show continued appreciation and support to all our staff. We continue to celebrate staff birthdays once a month.

Strategic Planning with QHR guidance has begun completion for Board consideration and approved planned for October 2020.

We have entered a Wound Care Agreement with Restorix Health Inc. to provide specialized management and treatment of difficult wounds on an out-patient basis.

Plans and design are being finalized for the UCC at the corner of Sandalwood and Big Bear Boulevard.

Five travel RN’s have been offered contracts and scheduled to begin duties in August, more details will be provided at the August 12 Board Meeting.

Mom & Dad Project learned on August 5 that they have been awarded a \$10,000 grant from Arrowhead United Way for basic needs for families effected by the COVID 19 pandemic such as internet connections food insecurities for school etc. This is the first time in two years that the Mom & Dad Project has received financial support from Arrowhead United Way.



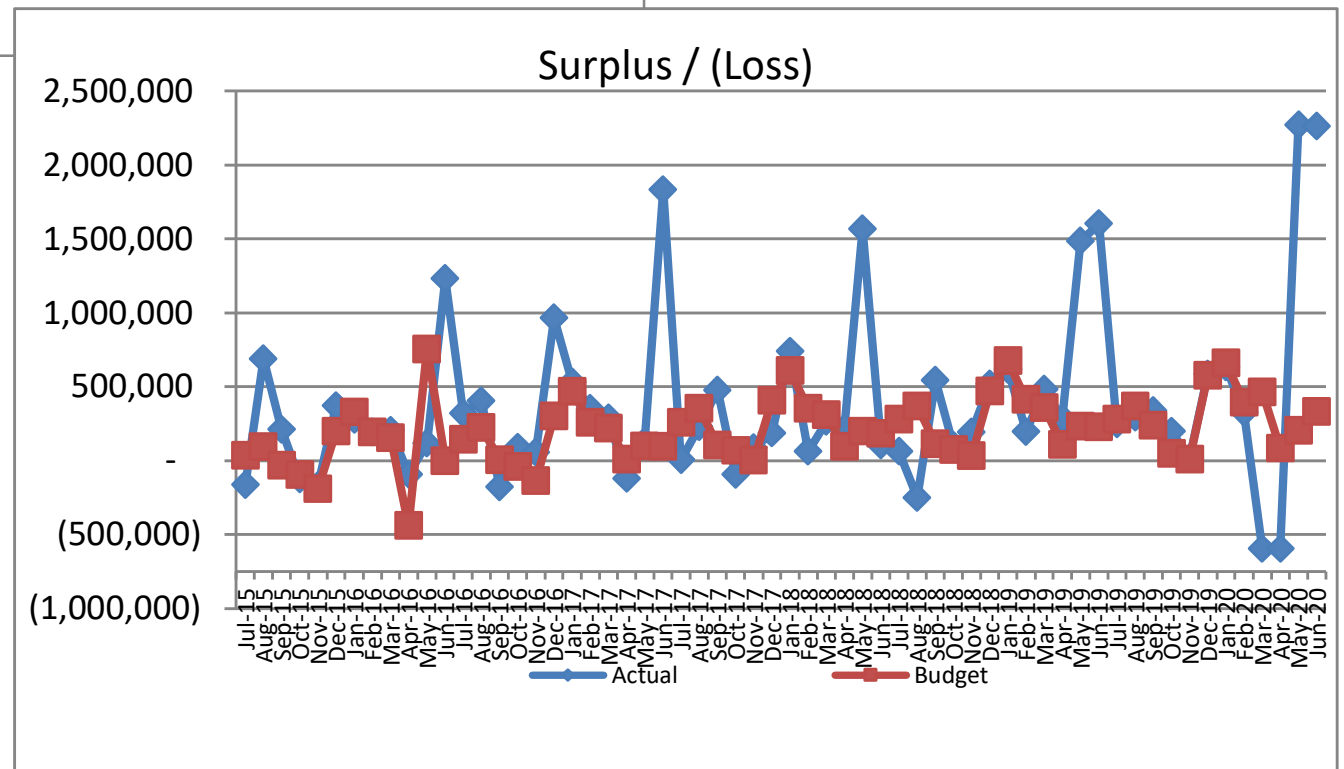
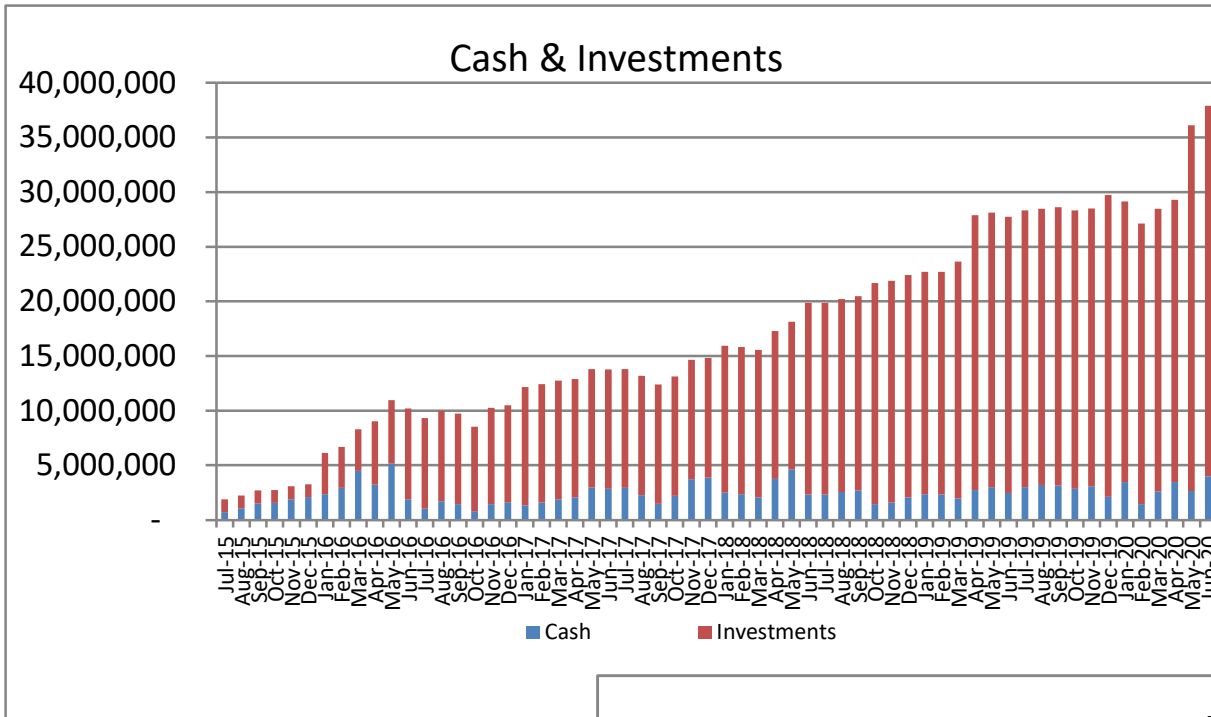
Finance Report
June 2020 Results
&
Fiscal Year Ended June 30, 2020, pre-audit, Results

Summary for June 2020

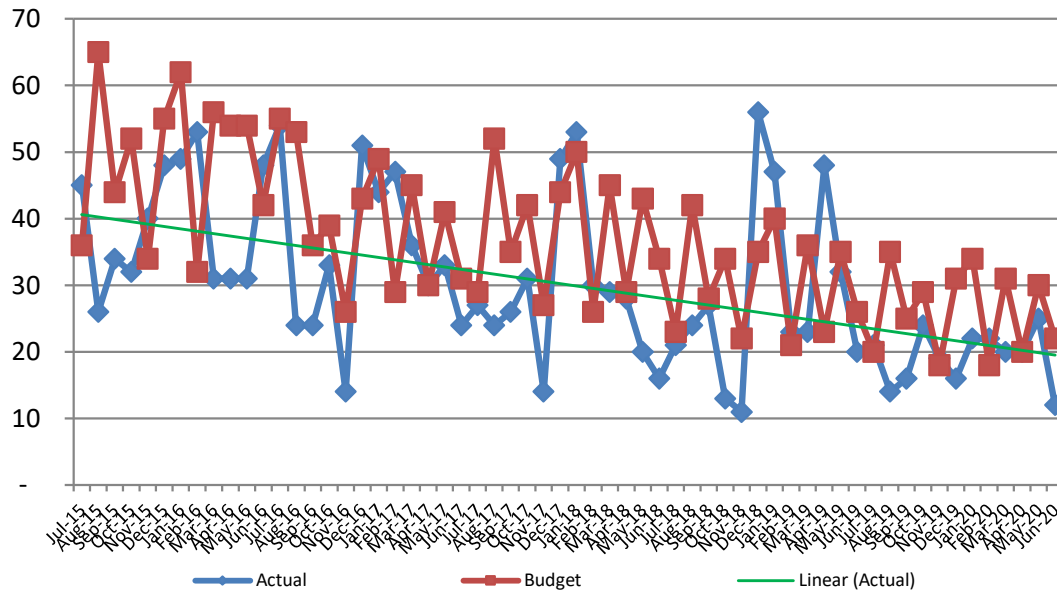
- Cash on hand \$ 3,981,146
Investments \$33,934,537
- Days Cash on hand, including investments with LAIF – 557
- Surplus of \$2,261,395 was significantly more than budget with reduction in Revenue Deductions by recording close outs / adjustments to Medicare & Medi-Cal reserves with year-end
- Total Patient Revenue was 10.7% under Budget for the month
- Net Patient Revenue was significantly over budget with year-end adjustments.
- Total Expenses were 6.6% higher than budget

Summary for Fiscal Year Ending June 30, 2020, pre Audit

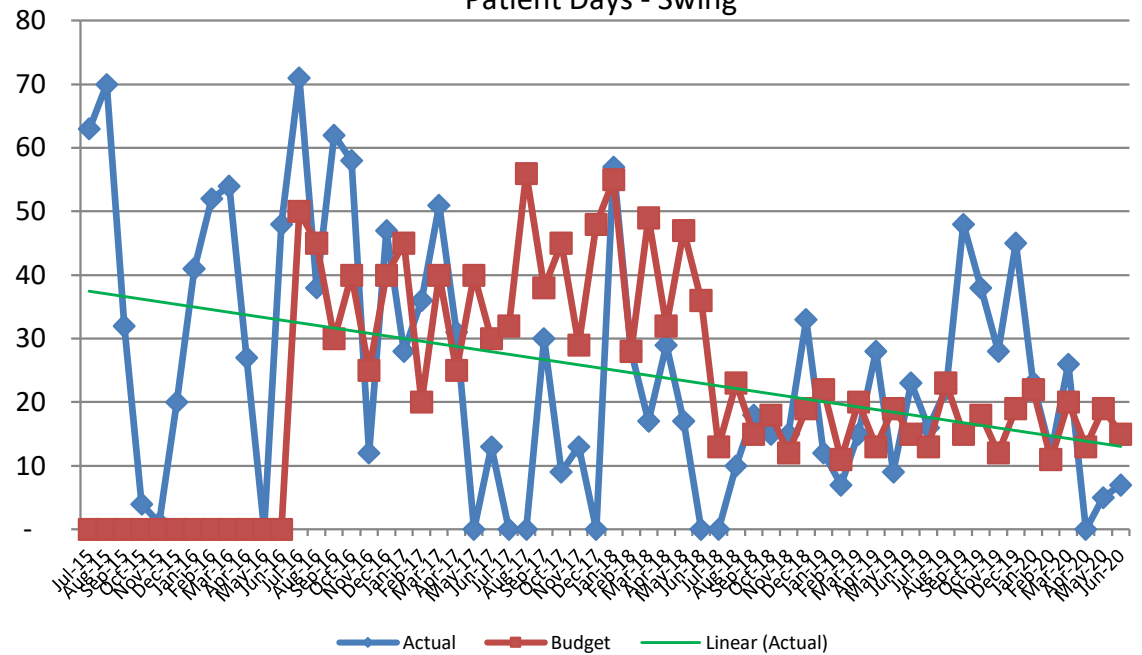
- Surplus of \$6,022,682 compared very favorably to budgeted Surplus of \$3,661,659 (FY 2019 Surplus was \$7,310,119)
- Total Patient Revenue was \$49,904,776 was 10.0 % lower than budget
- Net Patient Revenue \$25,581,193 was significantly lower than budget for the year
- Total Expenses of \$25,944,958 were 1.6% higher than budget

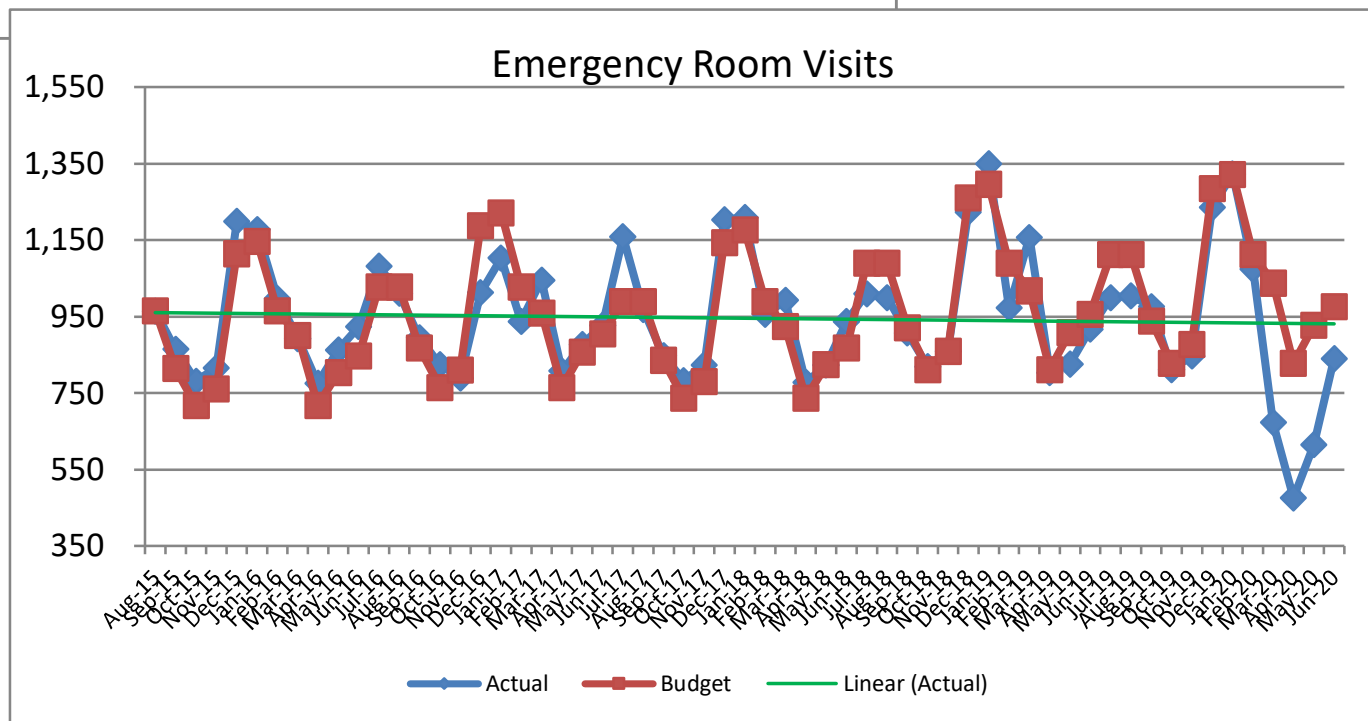
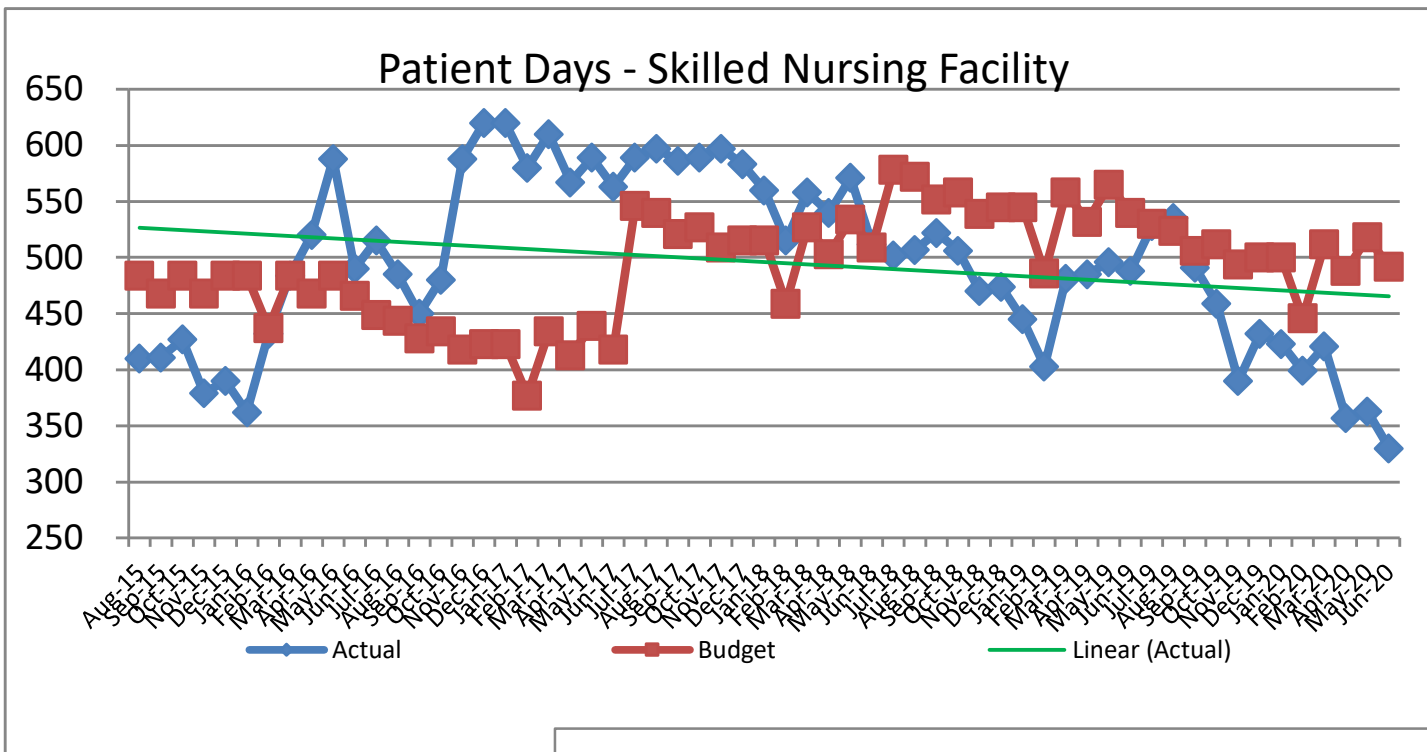


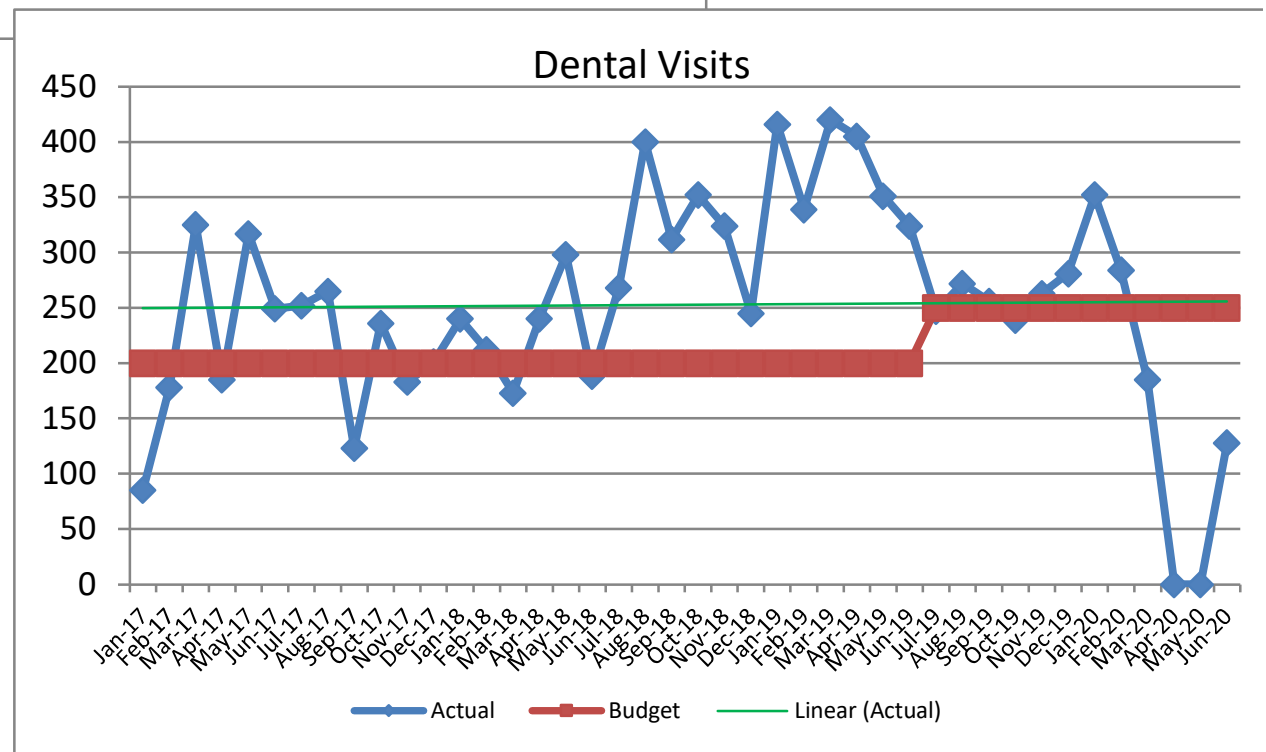
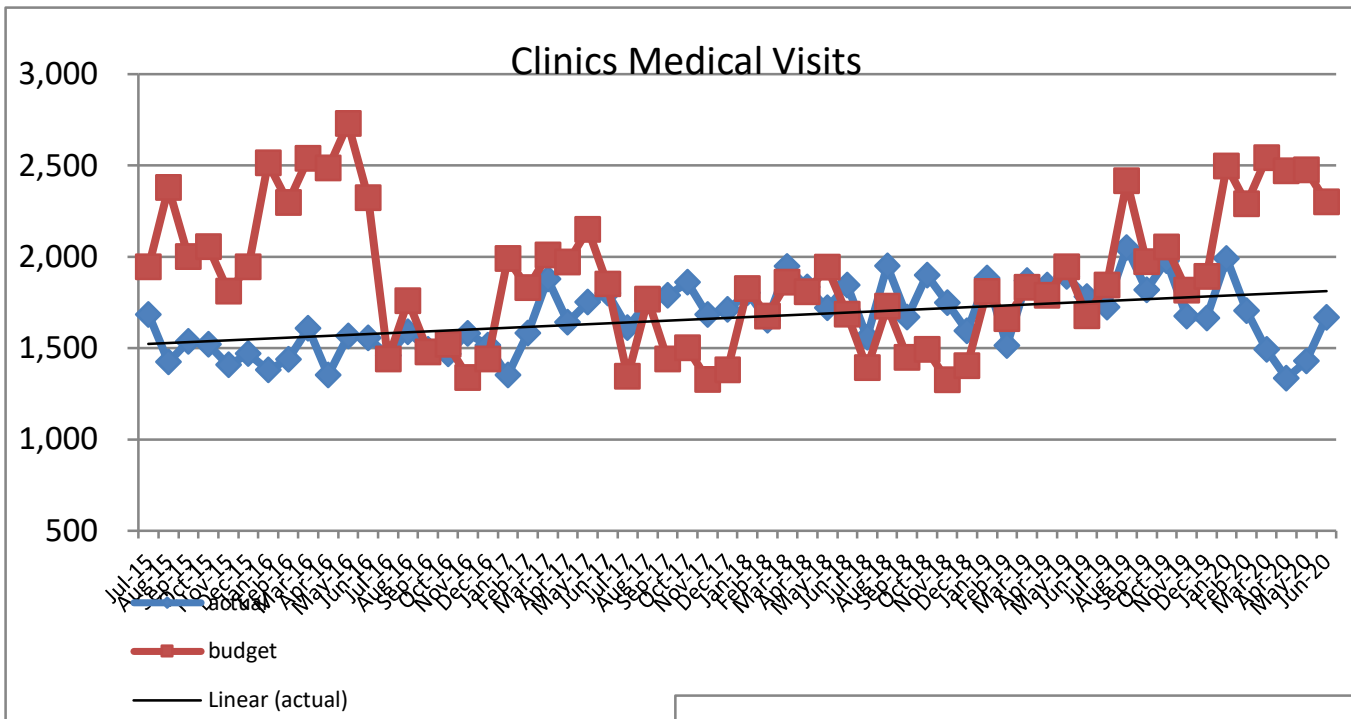
Patient Days - Acute

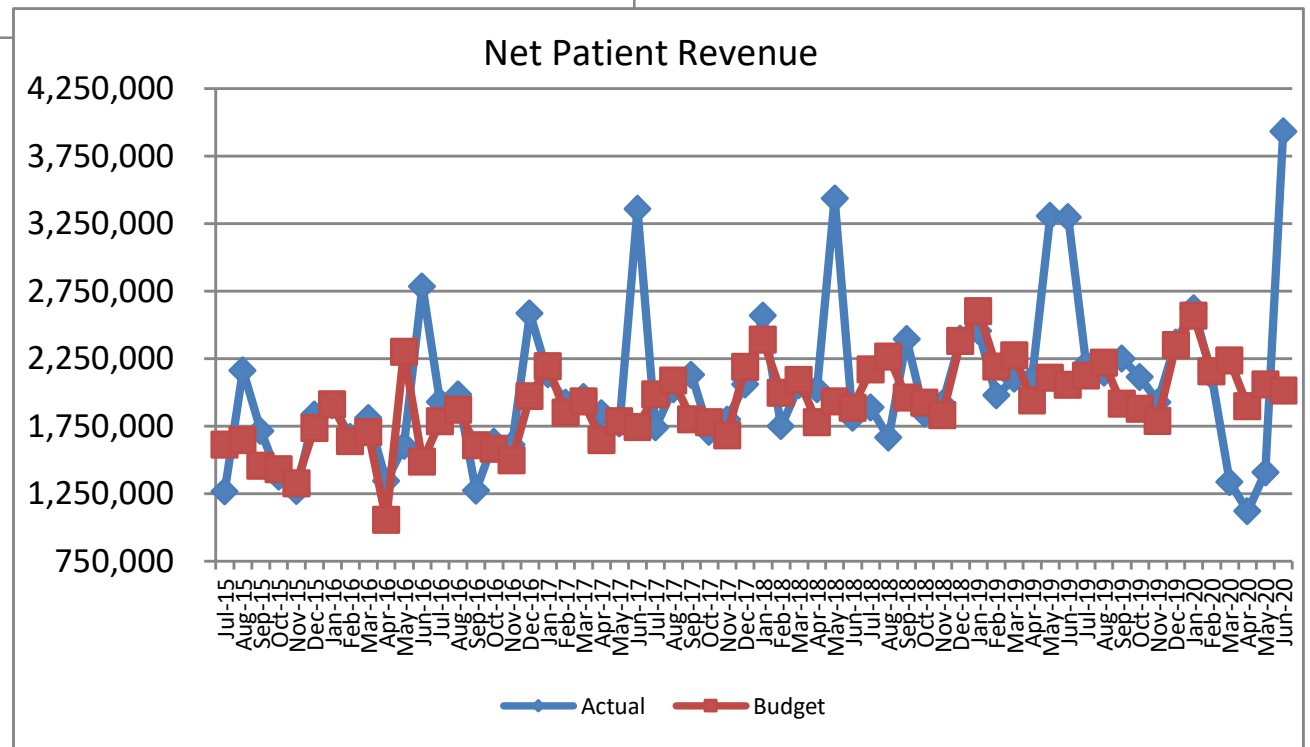
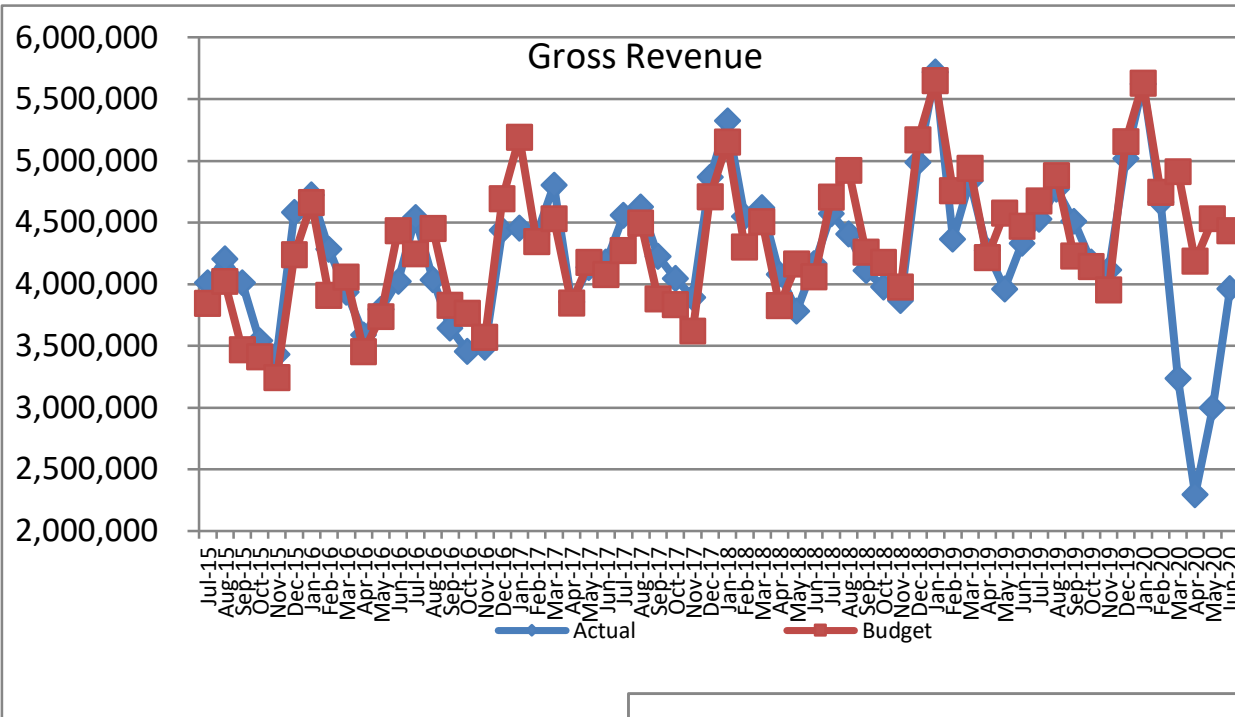


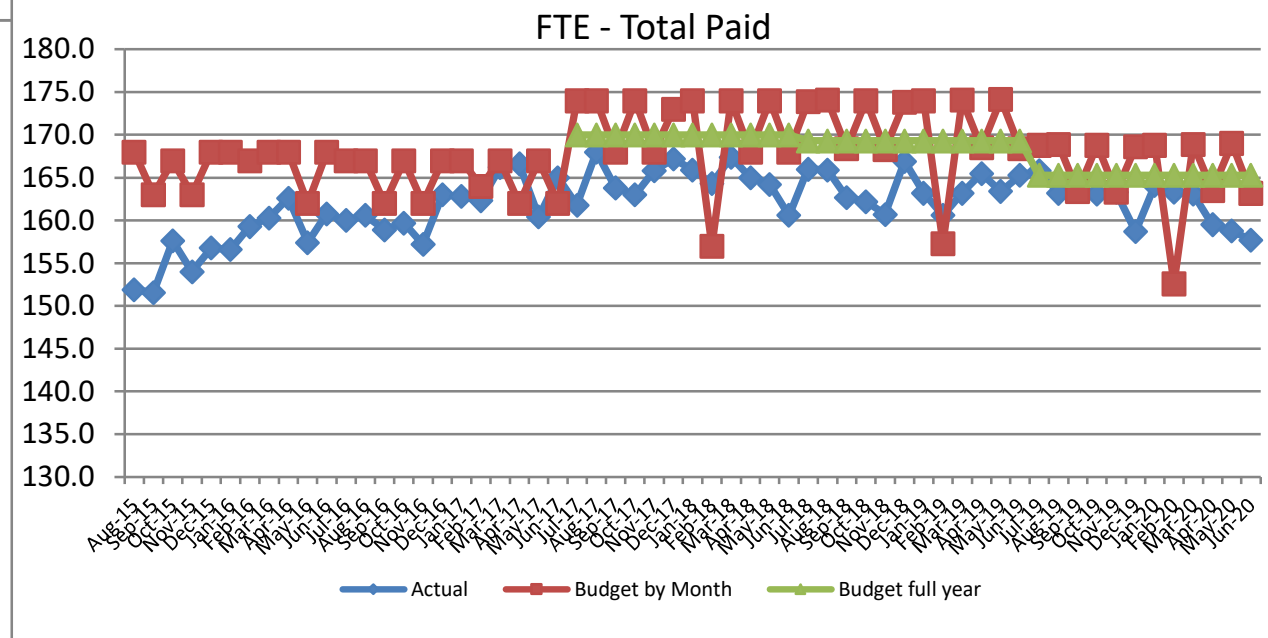
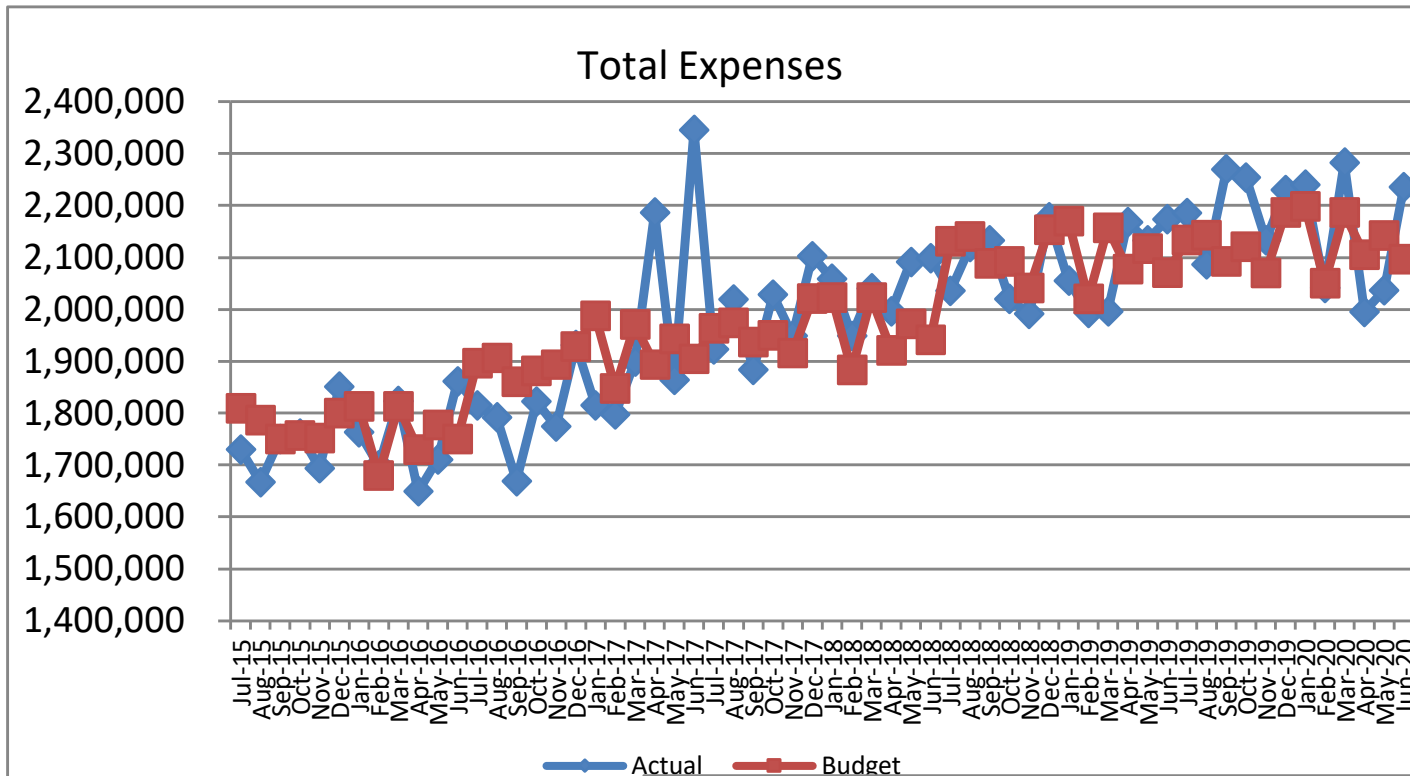
Patient Days - Swing



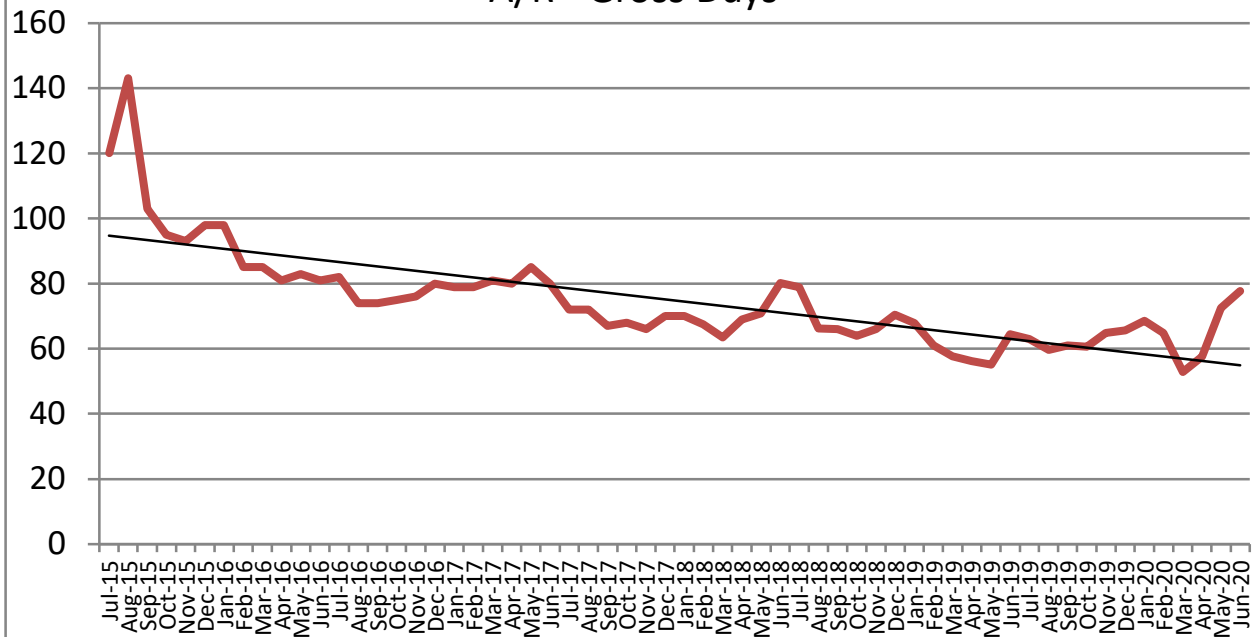




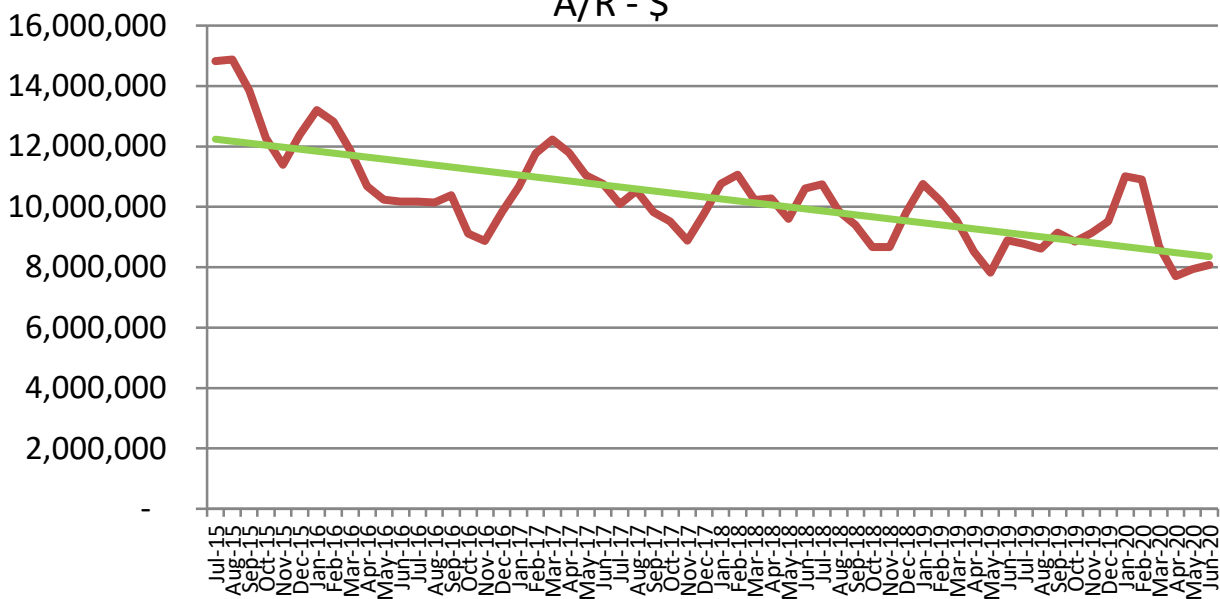




A/R - Gross Days



A/R - \$





June 2020 Financial Results

For the month . . .

Total Patient Revenue for June 2020 was \$3,962,501- this was 10.7% or \$472,400 lower than budget. All categories of revenue were again lower than budget. Emergency Room revenue was only 2.8% under budget. Outpatient was 12.2% under budget. Clinic revenue was 32.3% under budget.

Revenue deductions were only \$27,321 after the year-end entry to adjust Medicare and Medi-Cal reserves.

Total Operating Revenue was \$4,169,505 – significantly over our budgeted amount.

Total Expenses of \$2,235,946 were 6.6% higher than budget. Salaries, Wages, Benefits; Supplies; Purchased Services; Depreciation; and Rental and Leases were all over budget.

Our Operating Cash and Investments total \$37,915,683 of the end of month. Total days cash on hand as of the end of June 2020 are 557.

Key Statistics

Acute patient days of 12 were just over half of the budgeted number. We had 7 Swing days for the month. Skilled Nursing Facility days of 330 were 33% lower than budget – our Average Daily Census was 11.0. ER Visits of 841 were 13.8% lower than budget. Clinics Medical visits were under budget by 27.5%. We had 128 Dental visits for June.

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

With the end of our Fiscal Year

Total Patient Revenue was 10% under the budgeted amount

Total Operating Revenue is 0.4% lower than budget

Total Operating Expenses are 1.6% more than budget

Our Surplus of \$6,022,682 is significantly more than our budgeted amount pf \$3,661,659.

Bear Valley Community Healthcare District
Financial Statements June 30, 2020

Financial Highlights—Hospital
STATEMENT OF OPERATIONS

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 18/19	FY 19/20		VARIANCE		FY 18/19	FY 19/20		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
1 Total patient revenue	4,332,180	3,962,501	4,434,901	(472,400)	-10.7%	53,411,269	49,904,776	55,480,473	(5,575,697)	-10.0%
2 Total revenue deductions	(432,667)	27,321	2,420,595	(2,393,274)	-98.9%	24,591,206	24,323,583	30,257,054	(5,933,472)	-19.6%
3 % Deductions	-10%	1%	55%			46%	49%	55%		
4 Net Patient Revenue	4,764,847	3,935,180	2,014,306	1,920,874	95.4%	28,820,062	25,581,193	25,223,419	357,774	1.4%
5 % Net to Gross	110%	99%	45%			54%	51%	45%		
6 Other Revenue	1,662,529	234,324	88,441	145,883	164.9%	2,113,456	610,818	1,062,658	(451,840)	-42.5%
7 Total Operating Revenue	6,427,376	4,169,505	2,102,747	2,066,758	98.3%	30,933,518	26,192,012	26,286,077	(94,065)	-0.4%
8 Total Expenses	2,300,017	2,235,946	2,096,907	139,039	6.6%	25,123,685	25,944,958	25,526,772	418,185	1.6%
9 % Expenses	53%	56%	47%			47%	52%	46%		
10 Surplus (Loss) from Operations	4,127,359	1,933,558	5,840	1,927,718	-33008.9%	5,809,833	247,054	759,304	(512,251)	67.5%
11 % Operating margin	95%	49%	0%			11%	0%	1%		
12 Total Non-operating	(1,050,105)	327,836	325,188	2,648	0.8%	1,500,285	5,775,629	2,902,355	2,873,274	99.0%
13 Surplus/(Loss)	3,077,254	2,261,395	331,028	1,930,367	-583.1%	7,310,119	6,022,682	3,661,659	2,361,023	-64.5%
14 % Total margin	71%	57%	7%			14%	12%	7%		

BALANCE SHEET

	A	B	C	D	E
	June	June	May		
	FY 18/19	FY 19/20	FY 19/20	VARIANCE	
				Amount	%
15 Gross Accounts Receivables	8,898,909	8,080,416	7,938,183	142,233	1.8%
16 Net Accounts Receivables	2,991,266	2,318,598	2,003,416	315,182	15.7%
17 % Net AR to Gross AR	34%	29%	25%		
18 Days Gross AR	64.4	77.7	72.5	5.2	7.2%
19 Cash Collections	1,253,853	1,223,670	1,422,347	(198,677)	-14.0%
20 Settlements/IGT Transactions	421,208	1,587,832	1,339,451	248,381	18.5%
21 Stimulus Receipts	-	2,565,197	3,811,778	(1,246,581)	-32.7%
22 Investments	25,298,992	33,934,537	30,834,716	3,099,821	10.1%
23 Cash on hand	2,406,940	3,981,146	2,635,978	1,345,168	51.0%
24 Total Cash & Invest	27,705,932	37,915,683	33,470,694	4,444,989	13.3%
Days Cash & Invest	419	557	494	64	12.9%
Total Cash and Investments	27,705,932	37,915,683			
Increase Current Year vs. Prior Year		10,209,751			

Bear Valley Community Healthcare District
Financial Statements June 30, 2020

Statement of Operations

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 18/19	FY 19/20		VARIANCE		FY 18/19	FY 19/20		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
Gross Patient Revenue										
1 Inpatient	133,467	45,502	113,610	(68,108)	-59.9%	1,818,131	1,325,504	1,527,929	(202,424)	-13.2%
2 Outpatient	860,509	773,024	880,836	(107,812)	-12.2%	10,923,329	9,121,762	10,947,742	(1,825,980)	-16.7%
3 Clinic Revenue	397,268	310,329	458,406	(148,077)	-32.3%	4,659,855	4,080,957	5,403,285	(1,322,328)	-24.5%
4 Emergency Room	2,724,344	2,685,855	2,762,349	(76,494)	-2.8%	33,428,246	33,097,355	34,928,493	(1,831,137)	-5.2%
5 Skilled Nursing Facility	216,593	147,791	219,700	(71,909)	-32.7%	2,581,707	2,279,197	2,673,025	(393,828)	-14.7%
6 Total patient revenue	4,332,180	3,962,501	4,434,901	(472,400)	-10.7%	53,411,269	49,904,776	55,480,473	(5,575,697)	-10.0%
Revenue Deductions										
7 Contractual Allow	600,912	1,809,607	2,154,022	(344,415)	-16.0%	24,355,338	24,275,757	26,922,243	(2,646,486)	-9.8%
8 Contractual Allow PY	(1,342,954)	(2,324,285)	-	(2,324,285)	#DIV/0!	(4,982,891)	(4,048,387)	-	(4,048,387)	#DIV/0!
9 Charity Care	4,290	37,528	11,914	25,614	215.0%	179,223	190,034	149,041	40,993	27.5%
10 Administrative	8,632	52,912	14,517	38,395	264.5%	188,157	127,530	181,613	(54,083)	-29.8%
11 Policy Discount	11,294	15,457	12,972	2,485	19.2%	154,752	183,000	162,281	20,719	12.8%
12 Employee Discount	4,816	7,861	5,424	2,437	44.9%	69,438	55,643	67,852	(12,209)	-18.0%
13 Bad Debts	184,208	(464,034)	221,746	(685,780)	-309.3%	3,247,996	1,719,494	2,774,024	(1,054,530)	-38.0%
14 Denials	177,395	892,275	-	892,275	#DIV/0!	1,379,194	1,820,510	-	1,820,510	#DIV/0!
15 Total revenue deductions	(432,667)	27,321	2,420,595	(2,393,274)	-98.9%	24,591,206	24,323,583	30,257,054	(5,933,472)	-19.6%
16 Net Patient Revenue	4,764,847	3,935,180	2,014,306	1,920,874	95.4%	28,820,062	25,581,193	25,223,419	357,774	1.4%
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	1,662,529	234,324	88,441	145,883	164.9%	2,113,456	610,818	1,062,658	(451,840)	-42.5%
18 Total Operating Revenue	6,427,376	4,169,505	2,102,747	2,066,758	98.3%	30,933,518	26,192,012	26,286,077	(94,065)	-0.4%
Expenses										
19 Salaries	885,089	910,724	859,307	51,417	6.0%	10,501,241	10,867,245	10,456,878	410,367	3.9%
20 Employee Benefits	382,277	334,786	331,458	3,328	1.0%	3,518,511	3,702,830	3,899,064	(196,234)	-5.0%
21 Registry	-	-	-	-	#DIV/0!	136,350	8,250	-	8,250	#DIV/0!
22 Salaries and Benefits	1,267,367	1,245,510	1,190,765	54,745	4.6%	14,156,102	14,578,325	14,355,942	222,383	1.5%
23 Professional fees	198,631	166,135	189,089	(22,954)	-12.1%	2,090,419	2,049,493	2,349,560	(300,068)	-12.8%
24 Supplies	98,823	159,672	138,710	20,962	15.1%	1,591,264	1,789,402	1,727,738	61,664	3.6%
25 Utilities	44,036	33,452	38,466	(5,014)	-13.0%	526,387	476,148	529,018	(52,870)	-10.0%
26 Repairs and Maintenance	39,920	57,443	47,436	10,007	21.1%	354,161	715,971	570,959	145,012	25.4%
27 Purchased Services	274,964	343,823	309,799	34,024	11.0%	4,090,866	3,850,426	3,800,314	50,112	1.3%
28 Insurance	28,559	12,678	30,913	(18,235)	-59.0%	341,365	381,178	371,000	10,178	2.7%
29 Depreciation	93,077	119,934	78,719	41,215	52.4%	966,722	1,050,652	944,694	105,958	11.2%
30 Rental and Leases	12,482	27,292	12,385	14,907	120.4%	136,381	195,712	148,455	47,257	31.8%
32 Dues and Subscriptions	6,335	6,664	6,477	187	2.9%	75,374	71,526	77,845	(6,319)	-8.1%
33 Other Expense	235,824	63,343	54,148	9,195	17.0%	794,642	786,126	651,247	134,879	20.7%
34 Total Expenses	2,300,017	2,235,946	2,096,907	139,039	6.6%	25,123,685	25,944,958	25,526,772	418,185	1.6%
35 Surplus (Loss) from Operations	4,127,359	1,933,558	5,840	1,927,718	-33008.9%	5,809,833	247,054	759,304	(512,251)	67.5%
Non-Operating Income										
37 Tax Revenue	276,422	230,549	201,913	28,636	14.2%	2,459,050	2,451,636	2,423,000	28,636	1.2%
38 Other non-operating	12,316	4,747	5,750	(1,003)	-17.4%	90,104	2,872,570	69,000	2,803,570	4063.1%
Interest Income	154,750	100,072	125,100	(25,028)	-20.0%	528,346	541,436	501,200	40,236	8.0%
Interest Expense	(7,608)	(7,532)	(7,575)	43	-0.6%	(91,231)	(90,014)	(90,845)	831	-0.9%
IGT Expense	(1,485,984)	-	-	-	#DIV/0!	(1,485,984)	-	-	-	#DIV/0!
39 Total Non-operating	(1,050,105)	327,836	325,188	2,648	0.8%	1,500,285	5,775,629	2,902,355	2,873,274	99.0%
40 Surplus/(Loss)	3,077,254	2,261,395	331,028	1,930,367	-583.1%	7,310,118	6,022,582	3,681,659	2,336,023	-64.5%

**Bear Valley Community Healthcare District
Financial Statements**

Current Year Trending Statement of Operations

A Statement of Operations—CURRENT YEAR 2020

	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	132,376	109,683	117,618	135,332	113,846	160,880	120,961	96,742	106,445	81,398	104,722	45,502	1,325,504
2	Outpatient	852,704	893,759	883,248	900,575	788,445	714,674	962,354	852,861	610,643	337,744	551,733	773,024	9,121,762
3	Clinic	369,855	413,535	386,658	398,761	339,831	338,589	406,820	346,918	296,057	229,803	243,802	310,329	4,080,957
4	Emergency Room	2,937,844	3,116,633	2,904,860	2,531,862	2,687,022	3,636,063	3,945,671	3,192,182	2,035,703	1,487,044	1,936,617	2,685,855	33,097,355
5	Skilled Nursing Facility	234,536	237,879	218,184	212,481	187,257	168,287	188,116	177,630	187,035	158,427	161,575	147,791	2,279,197
6	Total patient revenue	4,527,315	4,771,490	4,510,568	4,179,010	4,116,401	5,018,492	5,623,921	4,666,332	3,235,882	2,294,415	2,998,449	3,962,501	49,904,776
Revenue Deductions														
C/A	0.45	0.53	0.47	0.48	0.56	0.48	0.51	0.47	0.49	0.45	0.45	0.46	0.49	
7	Contractual Allow	2,048,634	2,523,579	2,128,363	1,986,465	2,300,777	2,425,259	2,874,983	2,201,880	1,599,050	1,026,743	1,350,419	1,809,607	24,275,757
8	Contractual Allow PY	(100,000)	(150,040)	(150,000)	(150,000)	(299,061)	(175,000)	(175,000)	(175,000)	(175,000)	(175,000)	-	(2,324,285)	(4,048,387)
9	Charity Care	21,771	10,036	2,177	5,803	17,447	38,889	1,264	19,132	10,245	15,559	10,183	37,528	190,034
10	Administrative	9,113	(337)	5,344	3,687	5,190	68	6,845	17,788	11,612	1,839	13,469	52,912	127,530
11	Policy Discount	11,209	16,516	14,783	15,253	13,132	16,444	20,282	15,711	24,520	10,022	9,672	15,457	183,000
12	Employee Discount	7,850	3,870	1,620	6,914	2,302	2,568	2,443	8,421	4,981	3,638	3,175	7,861	55,643
13	Bad Debts	262,975	160,654	203,254	98,670	64,994	253,297	178,933	358,676	326,834	160,364	114,878	(464,034)	1,719,494
14	Denials	56,797	58,918	53,258	96,348	82,780	85,583	89,322	92,334	95,737	130,085	87,073	892,275	1,820,510
	Total revenue deductions	2,318,349	2,623,196	2,258,799	2,063,140	2,187,561	2,647,107	2,999,071	2,538,941	1,897,980	1,173,250	1,588,868	27,321	24,323,583
		0.51	0.55	0.50	0.49	0.53	0.53	0.53	0.54	0.59	0.51	0.53	0.01	
16	Net Patient Revenue	2,208,966	2,148,293	2,251,769	2,115,870	1,928,841	2,371,385	2,624,850	2,127,391	1,337,902	1,121,165	1,409,581	3,935,180	25,581,193
	net / tot pat rev	48.8%	45.0%	49.9%	50.6%	46.9%	47.3%	46.7%	45.6%	41.3%	48.9%	47.0%	99.3%	51.3%
Other Revenue														
17		4,070	26,718	4,820	140,781	3,687	25,372	39,621	24,432	22,026	81,185	3,783	234,324	610,818
18	Total Operating Revenue	2,213,036	2,175,012	2,256,589	2,256,651	1,932,528	2,396,757	2,664,471	2,151,823	1,359,928	1,202,350	1,413,363	4,169,505	26,192,012
Expenses														
19	Salaries	909,799	920,881	905,534	902,906	917,246	914,346	988,418	876,787	920,558	852,964	847,082	910,724	10,867,245
20	Employee Benefits	314,164	285,924	374,193	257,931	315,932	305,507	323,736	289,735	296,956	301,532	302,434	334,786	3,702,830
21	Registry	-	-	-	4,380	720	-	-	-	3,150	-	-	-	8,250
22	Salaries and Benefits	1,223,962	1,206,805	1,279,728	1,165,217	1,233,898	1,219,853	1,312,154	1,166,522	1,220,664	1,154,496	1,149,516	1,245,510	14,578,325
23	Professional fees	227,413	134,001	176,263	176,896	166,751	174,740	185,534	168,902	162,559	152,025	158,274	166,135	2,049,493
24	Supplies	157,037	146,720	158,949	174,312	172,298	177,659	135,836	104,454	162,518	90,336	149,611	159,672	1,789,402
25	Utilities	45,550	47,425	46,842	40,886	40,122	36,316	40,144	39,387	37,170	36,266	32,589	33,452	476,148
26	Repairs and Maintenance	38,865	29,353	29,812	135,968	33,995	77,722	68,000	43,670	109,393	53,447	38,303	57,443	715,971
27	Purchased Services	302,946	319,068	323,112	365,076	283,943	342,734	308,153	312,651	361,842	275,536	311,541	343,823	3,850,426
28	Insurance	32,000	31,410	31,548	31,515	31,515	31,653	31,515	31,990	31,990	51,373	31,990	12,678	381,178
29	Depreciation	82,105	82,105	83,739	83,739	83,739	83,739	83,739	83,739	88,025	88,025	88,025	119,934	1,050,652
30	Rental and Leases	12,010	11,891	12,918	10,463	10,466	15,541	12,201	10,270	20,871	24,132	27,656	27,292	195,712
32	Dues and Subscriptions	7,130	5,446	5,785	5,299	6,116	6,272	5,113	6,743	6,111	5,499	5,348	6,664	71,526
33	Other Expense	56,525	72,916	73,560	64,758	70,355	63,462	57,496	73,071	81,907	64,505	44,229	63,343	786,126
34	Total Expenses	2,185,543	2,087,141	2,222,256	2,254,129	2,133,199	2,229,691	2,239,883	2,041,399	2,283,048	1,995,640	2,037,082	2,235,946	25,944,958
Surplus (Loss) from Operations														
35		27,492	87,870	34,333	2,522	(200,671)	167,066	424,588	110,423	(923,120)	(793,289)	(623,718)	1,933,558	247,054
Non-Operating Income														
37	Tax Revenue	201,917	201,917	201,917	201,917	201,917	201,917	201,917	201,917	201,917	201,917	201,917	230,549	2,451,636
38	Other non-operating	25,040	9,000	20	40	23,603	75,040	15,000	20,040	-	20	2,700,020	4,747	2,872,570
	Interest Income	300	286	156,148	212	190	149,497	432	272	132,070	1,190	768	100,072	541,436
	Interest Expense	(7,711)	(7,590)	(7,541)	(7,540)	(7,513)	(7,438)	(7,532)	(7,500)	(7,415)	(7,408)	(7,295)	(7,532)	(90,014)
	IGT Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
39	Total Non-operating	219,546	203,612	350,544	194,629	218,196	419,017	209,817	214,729	326,573	195,719	2,895,410	327,836	5,775,629
Surplus/(Loss)														
40		247,038	291,483	384,877	197,151	17,526	586,082	634,405	325,152	(596,547)	(597,570)	2,271,691	2,261,395	6,022,682

2019-20 Actual BS

BALANCE SHEET

Includes Final Entries 6-30-19

	PY											
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
ASSETS:												
Current Assets												
Cash and Cash Equivalents (Includes CD's)	2,992,558	3,178,108	3,141,519	2,853,286	3,058,371	2,131,639	3,446,639	1,427,451	2,617,450	3,448,025	2,635,733	3,981,146
Gross Patient Accounts Receivable	8,667,951	8,621,871	9,149,724	8,858,810	9,128,887	9,511,803	10,998,377	10,911,416	8,692,329	7,696,450	7,938,672	8,079,622
Less: Reserves for Allowances & Bad Debt	5,919,643	5,911,721	6,297,145	6,112,108	6,276,611	6,497,627	7,305,203	7,377,561	6,152,741	5,674,406	5,934,624	5,761,024
Net Patient Accounts Receivable	2,748,308	2,710,149	2,852,579	2,746,702	2,852,276	3,014,176	3,693,174	3,533,855	2,539,588	2,022,044	2,004,048	2,318,598
Tax Revenue Receivable	2,423,000	2,423,000	2,423,000	2,423,000	2,040,789	1,100,642	1,027,663	970,557	946,177	129,491	25,357	52,606
Other Receivables	90,680	126,745	113,997	605,220	-118,588	-87,096	176,241	210,699	222,282	464,872	-736,056	-652,311
Inventories	130,378	130,687	123,077	117,611	124,523	132,932	157,906	173,101	178,961	186,231	191,058	178,033
Prepaid Expenses	420,319	422,235	425,830	473,165	415,216	397,410	378,019	375,187	357,288	350,324	267,554	313,856
Due From Third Party Payers	0	0										
Due From Affiliates/Related Organizations	0	0										
Other Current Assets	0	0										
Total Current Assets	8,805,242	8,990,924	9,080,003	9,218,984	8,372,587	6,689,703	8,879,641	6,690,850	6,861,746	6,600,986	4,387,694	6,191,928
Assets Whose Use is Limited												
Investments	25,298,992	25,298,992	25,454,833	25,454,833	25,454,833	27,602,939	25,702,939	25,702,939	25,834,716	25,834,716	30,834,716	33,934,537
Other Limited Use Assets	144,375	144,375	144,375	144,375	144,375	144,375	144,375	144,375	144,375	144,375	144,375	144,375
Total Limited Use Assets	25,443,367	25,443,367	25,599,208	25,599,208	25,599,208	27,747,314	25,847,314	25,847,314	25,979,091	25,979,091	30,979,091	34,078,912
Property, Plant, and Equipment												
Land and Land Improvements	570,615	570,615	570,615	570,615	570,615	570,615	570,615	3,022,374	3,022,374	3,028,241	3,028,941	3,063,051
Building and Building Improvements	10,063,006	10,087,902	10,105,802	10,110,802	10,110,802	10,110,802	10,110,802	10,110,802	10,114,662	10,126,462	10,163,148	10,157,771
Equipment	12,367,216	12,390,920	12,483,917	12,555,150	12,624,831	12,677,717	12,684,250	12,795,641	12,920,659	12,945,653	12,993,228	12,998,413
Construction In Progress	220,454	221,354	221,354	221,886	221,886	233,163	305,459	251,806	156,640	162,090	164,090	216,365
Capitalized Interest												
Gross Property, Plant, and Equipment	23,221,290	23,270,791	23,381,687	23,458,453	23,528,134	23,592,297	23,671,126	26,180,623	26,214,335	26,262,446	26,349,407	26,435,600
Less: Accumulated Depreciation	14,657,536	14,739,641	14,823,380	14,907,119	14,990,857	15,074,596	15,158,335	15,242,074	15,330,099	15,418,123	15,506,148	15,626,082
Net Property, Plant, and Equipment	8,563,754	8,531,150	8,558,308	8,551,334	8,537,277	8,517,700	8,512,790	10,938,548	10,884,236	10,844,322	10,843,259	10,809,518
TOTAL UNRESTRICTED ASSETS	42,812,363	42,965,441	43,237,518	43,369,526	42,509,072	42,954,717	43,239,745	43,476,712	43,725,073	43,424,399	46,210,044	51,080,357
Restricted Assets	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL ASSETS	42,812,363	42,965,441	43,237,518	43,369,526	42,509,072	42,954,717	43,239,745	43,476,712	43,725,073	43,424,399	46,210,044	51,080,357

2019-20 Actual BS

BALANCE SHEET

Includes Final Entries 6-30-19

LIABILITIES:

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	PY June
Current Liabilities													
Accounts Payable	1,109,879	948,094	1,080,601	1,024,845	1,022,614	968,794	922,502	1,102,485	1,105,357	801,740	747,321	1,072,734	922,125
Notes and Loans Payable													
Accrued Payroll	814,113	894,578	1,021,042	1,105,147	666,489	886,860	889,329	944,292	1,041,307	1,103,245	706,444	837,016	733,342
Patient Refunds Payable													
Due to Third Party Payers (Settlements)	3,279,267	3,416,509	3,287,677	3,388,603	3,145,949	3,118,768	3,007,599	2,878,886	3,818,455	4,551,617	5,711,389	8,103,425	3,311,092
Advances From Third Party Payers													
Current Portion of Def Rev - Txs,	2,256,083	2,054,166	1,852,249	1,655,332	1,453,415	1,251,498	1,049,581	847,664	645,747	443,830	241,913	40,000	35,000
Current Portion - LT Debt	35,000	35,000	35,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	35,000
Current Portion of AB915													
Other Current Liabilities (Accrued Interest & Accrued Other)	15,339	22,930	30,471	37,971	45,451	7,560	15,092	22,592	29,960	37,291	44,609	7,420	7,689
Total Current Liabilities	7,509,682	7,371,277	7,307,040	7,251,897	6,373,917	6,273,481	5,924,104	5,835,918	6,680,826	6,977,723	7,491,676	10,100,595	5,044,247
Long Term Debt													
USDA Loan	2,860,000	2,860,000	2,860,000	2,855,000	2,855,000	2,815,000	2,815,000	2,815,000	2,815,000	2,815,000	2,815,000	2,815,000	2,860,000
Leases Payable	0	0	0	0	0	0	0	0	0	0	0	0	0
Less: Current Portion Of Long Term Debt	35,000	35,000	35,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	35,000
Total Long Term Debt (Net of Current)	2,825,000	2,825,000	2,825,000	2,815,000	2,815,000	2,775,000	2,775,000	2,775,000	2,775,000	2,775,000	2,775,000	2,775,000	2,825,000
Other Long Term Liabilities													
Deferred Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Other Long Term Liabilities	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL LIABILITIES	10,334,682	10,196,277	10,132,040	10,066,897	9,188,917	9,048,481	8,699,104	8,610,918	9,455,826	9,752,723	10,266,676	12,875,595	7,869,248
Fund Balance													
Unrestricted Fund Balance	32,230,643	32,230,643	32,182,080	32,182,080	32,182,080	32,182,080	32,182,080	32,182,080	32,182,080	32,182,080	32,182,080	32,182,080	24,871,960
Temporarily Restricted Fund Balance	0	0				0							
Equity Transfer from FRHG	0	0				0							
Net Revenue/(Expenses)	247,038	538,521	923,398	1,120,549	1,138,075	1,724,157	2,358,562	2,683,714	2,087,167	1,489,597	3,761,288	6,022,682	7,310,120
TOTAL FUND BALANCE	32,477,681	32,769,164	33,105,478	33,302,629	33,320,154	33,906,237	34,540,642	34,865,794	34,269,246	33,671,676	35,943,367	38,204,762	32,182,080
TOTAL LIABILITIES & FUND BALANCE	42,812,363	42,965,441	43,237,518	43,369,526	42,509,072	42,954,717	43,239,745	43,476,712	43,725,073	43,424,399	46,210,044	51,080,357	40,051,328

Units of Service												
For the period ending June 30, 2020												
30						366						
Current Month						Bear Valley Community Hospital		Year-To-Date				
Jun-20		Jun-19 Actual	Actual -Budget		Act.-Act. Var %		Jun-20		Jun-19 Actual	Actual -Budget		Act.-Act. Var %
Actual	Budget		Variance	Var %			Actual	Budget		Variance	Var %	
12	22	20	(10)	-45.5%	-40.0%	Med Surg Patient Days	270	313	345	(43)	-13.7%	-21.7%
7	15	23	(8)	-53.3%	-69.6%	Swing Patient Days	231	200	185	31	15.5%	24.9%
330	492	488	(162)	-32.9%	-32.4%	SNF Patient Days	5,128	6,022	5,779	(894)	-14.8%	-11.3%
349	529	531	(180)	-34.0%	-34.3%	Total Patient Days	5,629	6,535	6,309	(906)	-13.9%	-10.8%
5	14	11	(9)	-64.3%	-54.5%	Acute Admissions	96	168	138	(72)	-42.9%	-30.4%
6	14	11	(8)	-57.1%	-45.5%	Acute Discharges	97	168	138	(71)	-42.3%	-29.7%
2.0	1.6	1.8	0.4	27.3%	10.0%	Acute Average Length of Stay	2.8	1.9	2.5	0.9	49.4%	11.3%
0.4	0.7	0.7	(0.3)	-45.5%	-40.0%	Acute Average Daily Census	0.7	1	0.9	(0.1)	-13.7%	-21.7%
11.2	16.9	17.0	(5.7)	-33.5%	-34.1%	SNF/Swing Avg Daily Census	14.6	17	16.3	(2.4)	-13.9%	-10.1%
11.6	17.6	17.7	(6.0)	-34.0%	-34.3%	Total Avg. Daily Census	15.4	18	17.2	(2.5)	-13.9%	-10.8%
26%	39%	39%	-13%	-34.0%	-34.3%	% Occupancy	34%	40%	38%	-6%	-13.9%	-10.8%
3	13	11	(10)	-76.9%	-72.7%	Emergency Room Admitted	70	156	120	(86)	-55.1%	-41.7%
838	963	11,729	(125)	-13.0%	-92.9%	Emergency Room Discharged	10,809	12,200	11,729	(1,391)	-11.4%	-7.8%
841	976	11,740	(135)	-13.8%	-92.8%	Emergency Room Total	10,879	12,356	11,849	(1,477)	-12.0%	-8.2%
28	33	391	(5)	-13.8%	-92.8%	ER visits per calendar day	30	34	32	(4)	-12.0%	-8.2%
60%	93%	100%	90%	96.9%	-40.0%	% Admits from ER	73%	93%	87%	84%	90.2%	-16.1%
-	-	-	-	0.0%	#DIV/0!	Surgical Procedures I/P	1	-	-	1	0.0%	#DIV/0!
10	11	18	(1)	-9.1%	-44.4%	Surgical Procedures O/P	86	146	145	(60)	-41.1%	-40.7%
10	11	18	(1)	-9.1%	-44.4%	TOTAL Procedures	87	146	145	(59)	-40.4%	-40.0%
220	1,009	1,178	(789)	-78.2%	-81.3%	Surgical Minutes Total	7,147	12,322	10,216	(5,175)	-42.0%	-30.0%

Units of Service
For the period ending June 30, 2020

Current Month						Bear Valley Community Hospital		Year-To-Date				
Jun-20		Jun-19	Actual -Budget		Act.-Act.		Jun-20		Jun-19	Actual -Budget		Act.-Act.
Actual	Budget	Actual	Variance	Var %	Var %		Actual	Budget	Actual	Variance	Var %	Var %
5,609	6,430	6,209	(821)	-12.8%	-9.7%	Lab Procedures	67,787	76,555	10,678	(8,768)	-11.5%	534.8%
764	809	837	(45)	-5.6%	-8.7%	X-Ray Procedures	9,534	10,888	9,641	(1,354)	-12.4%	-1.1%
300	261	284	39	14.9%	5.6%	C.T. Scan Procedures	3,559	3,400	3,360	159	4.7%	5.9%
209	209	198	-	0.0%	5.6%	Ultrasound Procedures	2,167	2,600	2,611	(433)	-16.7%	-17.0%
44	62	44	(18)	-29.0%	0.0%	Mammography Procedures	493	744	586	(251)	-33.7%	-15.9%
271	304	289	(33)	-10.9%	-6.2%	EKG Procedures	3,278	3,389	3,429	(111)	-3.3%	-4.4%
50	89	98	(39)	-43.8%	-49.0%	Respiratory Procedures	1,178	1,316	1,383	(138)	-10.5%	-14.8%
1,359	1,562	2,258	(203)	-13.0%	-39.8%	Physical Therapy Procedures	17,288	17,381	18,969	(93)	-0.5%	-8.9%
1,668	2,301	1,783	(633)	-27.5%	-6.4%	Primary Care Clinic Visits	20,532	26,750	21,204	(6,218)	-23.2%	-3.2%
128	250	324	(122)	-48.8%	-60.5%	Specialty Clinic Visits	2,507	3,000	4,156	(493)	-16.4%	-39.7%
1,796	2,551	2,107	(755)	-29.6%	-14.8%	Clinic	23,039	29,750	25,360	(6,711)	-22.6%	-9.2%
69	98	81	(29)	-29.6%	-14.8%	Clinic visits per work day	127	163	139	(37)	-22.6%	-9.2%
17.1%	20.00%	18.30%	-2.90%	-14.50%	-6.56%	% Medicare Revenue	17.53%	20.00%	18.63%	-2.48%	-12.38%	-5.95%
36.40%	39.00%	39.50%	-2.60%	-6.67%	-7.85%	% Medi-Cal Revenue	37.20%	39.00%	37.64%	-1.80%	-4.62%	-1.17%
42.90%	36.00%	38.80%	6.90%	19.17%	10.57%	% Insurance Revenue	40.21%	36.00%	39.05%	4.21%	11.69%	2.97%
3.60%	5.00%	3.40%	-1.40%	-28.00%	5.88%	% Self-Pay Revenue	5.07%	5.00%	4.68%	0.07%	1.33%	8.38%
137.1	147.1	145.3	(10.1)	-6.8%	-5.7%	Productive FTE's	142.22	149.2	143.3	(7.0)	-4.7%	-0.8%
157.7	163.2	163.8	(5.5)	-3.4%	-3.7%	Total FTE's	162.02	165.6	163.8	(3.6)	-2.2%	-1.1%



CFO REPORT for

August 2020 Finance Committee and Board Meetings

FYE June 30, 2020, Audit

With the end of our fiscal year, we now move forward with external audit. We have begun the preparation of schedules and workpapers. Our audit firm, JWT & Associates, will work remotely this year rather than come on site.

FYE June 30, 2020, Cost Report and Related Reporting

Concurrent with work on our year end audit, we are preparing to file our Medicare Cost report and associated reports for Medicare, Medi-Cal, and State agencies. WIPFLi has prepared these reports for several years and we planning to work with them again. Before we file our Cost Report, due the end of November, David Perry of QHR reviews and discusses any issues with WIPFLi and us.

Centrica (was Smartwatt)

In December 2019 the Board authorized moving forward with work associated with a budget neutral energy savings project under California State Government Code 4217.10 et seq ("4217 Code"). Centrica, formerly Smartwatt, has completed, at no cost to us, an Investment Grade Audit to determine the expected savings and costs for improvements at Bear Valley Community Healthcare District facilities. Next steps are to review findings and agreements and make recommendations to the Board Planning and Finance Committees for consideration / approval of the full Board.

COVID19 Financial Updates

We have been awarded a Coronavirus Small Rural Hospital Improvement Program (COVID SHIP) grant. COVID SHIP is a federal grant to prevent, prepare for, and respond to the Coronavirus Public Health Emergency (COVID-19). This includes responding to the increased need for testing, clinical services, and equipment to meet the needs of the hospital's community as well as address financial and workforce challenges related to the impact of COVID-19 in their rural and remote area. The amount of the grant is \$84,317.