



MISSION

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

VISION

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

BOARD OF DIRECTORS BUSINESS MEETING AGENDA

WEDNESDAY, DECEMBER 08, 2021 @ 1:00 PM

CLOSED SESSION 1:00 PM HOSPITAL CONFERENCE ROOM

OPEN SESSION @ APPROXIMATELY 2:30 PM HOSPITAL CONFERENCE ROOM

41870 GARSTIN DRIVE, BIG BEAR LAKE, CA 92315

(Closed Session will be held upon adjournment of Open Session as noted below. Open Session will reconvene @ approximately 2:30 p.m. –Hospital Conference Room 41870 Garstin Drive, Big Bear Lake, CA 92315)

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. 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 12/08/21)

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

- (1) Pacific Service Agreement (Anticipated Disclosure 12/08/21)
- (2) Steven Groke, MD BBUCI Service Agreement (Anticipated Disclosure 12/08/21)
- (3) Jeffrey Orr, MD Chief of Staff Service Agreement (Anticipated Disclosure 12/08/21)

OPEN SESSION

1. CALL TO ORDER

Peter Boss, President

2. ROLL CALL

Shelly Egerer, Executive Assistant

3. FLAG SALUTE

4. ADOPTION OF AGENDA*

5. RESULTS OF CLOSED SESSION

Peter Boss, President

6. PUBLIC FORUM FOR OPEN SESSION

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

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

7. DIRECTORS' COMMENTS

8. INFORMATION REPORTS

A. Foundation Report

Marsha Oskey, 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. November 10, 2021 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant

B. November 2021 Human Resource Report: Erin Wilson, Human Resource Director

C. November 2021 Plant and Maintenance Report: Michael Mursick, Plant & Maint. Manager

D. November 2021 Infection Control Report: Heather Loose, Infection Preventionist

E. Polices & Procedures (Summary Attached)

(1) Food & Nutrition Services

(2) Employee Health

(3) Laboratory

(4) Compliance

(5) HIM

(6) Materials Management

(7) Patient Access

(8) Mandatory Vaccines for Employees Addendum: COVID Vaccination Policy

F. Committee Meeting Minutes:

(1) November 02, 2021 Finance Committee Meeting Minutes

(2) June 02, 2021 Planning & Facilities Committee Meeting Minutes

10. OLD BUSINESS*

- None

11. NEW BUSINESS*

- A. Discussion and Potential Approval of the Following Service Agreements:
 - (1) Pacific Service Agreement
 - (2) Steven Groke, MD, BBUCI Service Agreement
 - (3) Jeffrey Orr, MD, Chief of Staff Service Agreement
- B. Discussion and Potential Approval of Evan Rayner, CEO being the Check Signer for the Big Bear Urgent Care Inc.
- C. Discussion and Potential Approval of Resolution No. 21-466 Nondesignated Public Hospital Bridge Loan Program
- D. Discussion and Potential Approval of the 2021 Medicare Cost Report
- E. Discussion and Potential Approval of Bear Valley Community Healthcare District Election of Officers:
 - (1) President
 - (2) 1st Vice President
 - (3) 2nd Vice President
 - (4) Secretary
 - (5) Treasurer
- F. Discussion and Potential Approval of Bear Valley Community Healthcare District Committee Members:
 - (1) Planning & Facilities Committee Meeting
 - (2) Finance Committee Meeting (Treasurer and Committee Member)
 - (3) Human Resource Committee Meeting

12. ACTION ITEMS*

- A. **Acceptance of QHR Health Report**
Woody White, QHR Health
 - (1) November 2021 QHR Health Report
- B. **Acceptance of CNO Report**
Kerri Jex, Chief Nursing Officer
 - (1) November 2021 CNO Report
- C. **Acceptance of the CEO Report**
Evan Rayner, Chief Executive Officer
 - (1) November 2021 CEO Report
- D. **Acceptance of the Finance Report & CFO Report**
Garth Hamblin, Chief Financial Officer
 - (1) October 2021
 - (2) CFO Report

13. ADJOURNMENT*

* Denotes Possible Action Items

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BUSINESS BOARD MEETING MINUTES
41870 GARSTIN DRIVE, BIG BEAR LAKE, CA 92315
NOVEMBER 10, 2021**

PRESENT: Peter Boss, MD, President Steven Baker, Treasurer
 Ellen Clarke, 1st Vice President Garth Hamblin, Interim CEO
 Jack Briner, 2nd Vice President Shelly Egerer, Exec. Assistant
 Mark Kaliher, RN, Secretary

ABSENT: Gail Dick, Auxiliary

STAFF: Kerri Jex Mary Norman Sheri Mursick Erin Wilson

OTHER: Woody White w/ QHR via phone Marsha Oskey w/Foundation

COMMUNITY

MEMBERS: Evan Rayner

OPEN SESSION

1. CALL TO ORDER:

President Boss called the meeting to order at 1:00 p.m.

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION:

President Boss opened the Hearing Section for Public Comment on Closed Session items at 1:00 p.m. Hearing no request to make public comment. President Boss closed Public Forum for Closed Session at 1:00 p.m.

2. ADJOURNED TO CLOSED SESSION:

President Boss called for a motion to adjourn to Closed Session at 1:01 p.m. Motion by Board Member Clarke to adjourn to Closed Session. Second by Board Member Kaliher to adjourn to Closed Session. President Boss called for a vote. A vote in favor of the motion was 3/0.

- Board Member Kaliher – yes
- Board Member Clarke - yes
- President Boss - yes

RECONVENE TO OPEN SESSION

1. CALL TO ORDER:

President Boss called the meeting to Open Session at 2:30 p.m.

2. ROLL CALL:

Peter Boss, Mark Kaliher, and Ellen Clarke were present. Also present was Garth Hamblin, Interim CEO/CFO, and Shelly Egerer, Executive Assistant. Absent was Steven Baker and Jack Briner.

3. FLAG SALUTE:

Board Member Clarke led flag salute and all present participated.

4. ADOPTION OF AGENDA:

President Boss called for a motion to adopt the November 10, 2021 agenda as presented. Motion by Board Member Kaliher to adopt the November 10, 2021 agenda as presented. Second by Board Member Clarke to adopt the November 10, 2021 agenda as presented. President Boss called for a vote. A vote in favor of the motion was 3/0.

- Board Member Kaliher – yes
- Board Member Clarke - yes
- President Boss - yes

5. RESULTS OF CLOSED SESSION:

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

- Chief of Staff Report:
 - Initial Appointment
 - Mahmood Hossain, DO- ED Tele-Psychiatry
 - Re-Appointment
 - Ramin Tayani, MD- Ophthalmology
 - Hyojoon Hahn, MD- Renaissance Radiology
 - Michael Pakdaman, MD- Renaissance Radiology
 - Darcy Trenkle, MD- ED Tele-Psychiatry
- Risk Report/Compliance Report
- QI Report
- Discontinue discretionary COVID pay and bonus structure.
 - Increase rate of pay by \$2.00/ hour for all employees across the board
 - Supplement health insurance benefits by paying 50% of the employees cost of the base HMO rate for the family portion, or plus 1 portion of the cost of medical insurance.

President Boss called for a vote. A vote in favor of the motion was 3/0.

- Board Member Kaliher – yes
- Board Member Clarke - yes
- President Boss - 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.

- Babett Jergens introduced herself as a new community member in Big Bear and also is a midwife. Babett wanted to come by introduce herself.

President Boss closed Public Forum for Closed Session at 2:32 p.m.

7. DIRECTORS COMMENTS

- President Boss thanked all staff for the hard work at the Friel's retirement party.

8. INFORMATION REPORTS

A. Foundation Report:

- Ms. Oskey reported the following information:
 - Tree of lights event this weekend
 - \$67,000 in donations as of today

B. Auxiliary Report:

- Ms. Dick was not present to provide a report.

9. CONSENT AGENDA:

- A.** October 13, 2021 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
- B.** October 2021 Human Resource Report: Erin Wilson; Human Resource Director
- C.** October 2021 Plant and Maintenance Report: Michael Mursick, Plant & Maint. Manager
- D.** October 2021 Infection Control Report: Heather Loose, Infection Preventionist Policies & Procedures:
 - (1) Information Technology
 - (2) Family Health Center/RHC
 - (3) Diagnostic Imaging

President Boss called for a motion to approve the Consent Agenda as presented. Motion by Board Member Clarke to approve the Consent Agenda as presented. Second by Board Member Kaliher to approve the Consent Agenda as presented. President Boss called for the vote. A vote in favor of the motion was 3/0.

- Board Member Kaliher – yes
- Board Member Clarke – yes
- President Boss - yes

10. OLD BUSINESS*

- None

11. NEW BUSINESS*

- A.** Discussion and Potential Approval of the Following Service Agreements:
 - (1) allMedical Personnel Service Agreement
 - (2) Amy Jones, DO OB-GYN Physician Service Agreement
 - (3) Michael Chin, MD Medical Director of Surgery & Anesthesia

President Boss called for a motion to approve the agreements one through three as presented. Motion by Board Member Kaliher to approve the agreements one through three as presented. Second by Board Member Clarke to approve the agreements one through three as presented. President Boss called for the vote. A vote in favor of the motion was 3/0.

- Board Member Kaliher – yes
- Board Member Clarke – yes
- President Boss - yes

B. Discussion and Potential Approval of Following Organizational Charts:

- (1) Bear Valley Community Healthcare District Organizational Chart
- (2) Big Bear Urgent Care Organizational Chart

President Boss called for a motion to approve the BVCHD and Big Bear Urgent Care organizational charts as presented. Motion by Board Member Clarke to approve the BVCHD, and Big Bear Urgent Care organizational charts as presented. Second by Board Member Kaliher approve the BVCHD, and Big Bear Urgent Care organizational charts as presented. President Boss called for the vote. A vote in favor of the motion was 3/0.

- Board Member Kaliher – yes
- Board Member Clarke – yes
- President Boss - yes

12. ACTION ITEMS*

A. QHR Health Report:

- (1) October 2021 QHR Health Report:
 - Mr. White reported the following:
 - Working on the Medical Stabilization Detox Program
 - Enjoyed the retirement party
 - CMS mandate activity is continuing
 - Urgent Care is moving forward
 - Evan Rayner begins November 15.

President Boss motioned to approve the QHR Report as presented. Motion by Board Member Kaliher to approve the QHR Report as Presented. Second by Board Member Clarke to approve the QHR Report as presented. President Boss called for the vote. A vote in favor of the motion was 3/0.

- Board Member Kaliher – yes
- Board Member Clarke - yes
- President Boss - yes

B. Acceptance of CNO Report

- Ms. Jex reported the following information:
 - We have been surveyed on the vaccination mandate:
 - We received no deficiencies
 - Experiencing difficulties in recruiting staff
 - New Director of Nursing (DON) and Assistant Director of Nursing
 - Tanya Stramel, DON and Kaitlyn Lamson, Assistant DON
 - Dietary department did all the cooking for the retirement party and did an amazing job
 - Scott Surico, RN the new Nurse Educator is completing the annual skills training and presenting himself in the community and departments
 - Annual report for HRSA grant completed; we continue to offer free vaccinations including the booster
 - California Bridge Grant, we are the top performer of ED encounters for referrals; we are doing excellent work and renewing our funding.

President Boss motioned to approve the CNO Report as presented. Motion by Board Member Clarke to approve the CNO Report as Presented. Second by Board Member

Kaliher to approve the CNO Report as presented. President Boss called for the vote. A vote in favor of the motion was 3/0.

- Board Member Kaliher – yes
- Board Member Clarke - yes
- President Boss - yes

C. Acceptance of the CFO Report:

(1) September 2021:

- Mr. Hamblin reported the following:
 - August & September we saw an increase in patients
 - Expenses are more than budget
 - Revenue lower than budget
 - Acute census increased
 - ER visits decreased
 - Clinic visits have increased
 - Beginning discussion on the dental van
 - Continue to meet once a week regarding AR days

President Boss called for a motion to approve the CEO Report as presented. Motion by Board Member Kaliher to approve the CEO Report as presented. Second by Board Member Clarke to approve the CEO Report as presented. President Boss called for the vote. A vote in favor was unanimously approved 3/0.

- Board Member Kaliher – yes
- Board Member Clarke - yes
- President Boss - yes

(1) **CFO Report:**

- Mr. Hamblin provided the following:
 - CARES Act Funding:
 - Working on reporting
 - Potential that it will be forgiven
 - Fawnskin property may qualify as part of the funding due to the housing issues
 - PPP Loan Forgiveness:
 - There is potential that we will have to pay some back
 - Urgent Care:
 - Logo has been provided
 - Close at the end of this week for one week.
 - Fully executed lease agreement
 - Iron Mountain service agreement was executed due to the need for storage for medical records. This was an agreement that was over \$25,000
 - QHR group purchasing agreement was executed also – receives favorable prices for the Urgent care
 - Urgent care employee's agreement is being worked on
 - Quick books being used for expense at this time

- FY 2021 Cost Report
- Continue to provide items to complete the audit.

President Boss called for a motion to approve the September 2021 Finance Report and CFO Report as presented. Motion by Board Member Clarke to approve the September 2021 Finance Report and CFO Report as presented. Second by Board Member Kaliher to approve the September 2021 Finance Report as presented. President Boss called for the vote. A vote in favor was unanimously approved 3/0.

- Board Member Kaliher – yes
- Board Member Clarke - yes
- President Boss - yes

13. ADJOURNMENT:

President Boss called for a motion to adjourn the meeting at 2:54 p.m. Motion by Board Member Kaliher to adjourn the meeting. Second by Board Member Clarke to adjourn the meeting. President Boss called for the vote. A vote in favor of the motion was unanimously approved 3/0.

- Board Member Kaliher – yes
- Board Member Clarke - yes



Board Report
November 2021

Staffing	Active: 235 – FT: 162 PT: 11 PD: 62 New Hires: 5 Terms: 4 (3 Voluntary 1 Involuntary) Open Positions: 22
Employee Performance Evaluations	DELINQUENT: 30 days: 12 60 days: 9 90 days: 17 90+ days: 18 – (RT, ER, Dietary, Accounting, Admitting)
Work Comp	NEW CLAIMS: 0 OPEN: 9 Indemnity (Wage Replacement, attempts to make the employee financially whole) – 9 Future Medical Care – 0 Medical Only – 0
Employee Morale	Culture of Ownership team is working on updating BVCHD values Birthday Celebration December 7 th December festivities – Holiday Party December 10 th
Beta HEART	Care for the Caregiver up and Running CPI (Workplace Violence) classes have resumed
Teamsters Negotiations	BVCHD began negotiations for Radiology Technicians, Respiratory Therapists, Phlebotomists/Lab Assistants, ER Technicians, and Nursing Staffing Coordinator/Surgical Techs

**Bear Valley Community Healthcare District
Construction Projects 2021**

Department / Project	Details	Vendor and all associated costs	Comments	Date Complete
Urgent Care- Patient Records	Planning the removal of excessive patient record boxes from the facility	Facilities	In Progress	

Bear Valley Community Healthcare District Potential Equipment Requirements

Department / Project	Details	Vendor and all associated costs	Comments	Date Complete
Facilities- New Toolbox & Tool Set	Replace the old broken toolbox and replace the old handtool set	Northern Tools	On Backorder	
Hospital- Water treatment equipment	Our water treatment system is having issues that need to be addressed and replaced	Facilities/C.C.I	In Progress	

Bear Valley Community Healthcare District Repairs Maintenance

Department / Project	Details	Vendor and all associated costs	Comments	Date
RHC- Broken Light	Replaced the exterior loght over back door	Facilities	Completed	
Hospital- SNF Fire Panel	Fire panel at the nurses station is failing and needs to be replaced	JCI	In Progress	
Nurse Educator Office- Build new cabinet	Built a new storage cabinet	Facilities	Completed	
Urgent Care- Signange	Planning new signage for the entire facility	Facilities/Graphics Inc.	Completed	



Infection Prevention Monthly Report

November 2021

TOPIC	UPDATE	ACTION/FOLLOW UP
1. Regulatory	<ul style="list-style-type: none"> ▪ Continue to receive updates from APIC. Meetings are being conducted through Zoom. ▪ AFL (All Facility Letters) from CDPH have been reviewed. <ul style="list-style-type: none"> ○ 21-42 Coronavirus Disease Vaccination and Booster Dose Guidance ○ 21-44 Recommendations on the Prevention and Control of Influenza in California Skilled Nursing Facilities for the 2021-2022 Season During the COVID Pandemic ○ 21-08 Guidance on Quarantine for HCP Exposed to SARS CoV-2 ○ 21-34 COVID 19 Vaccine Requirement for Healthcare Personnel ○ 20-31.4 Mandatory Daily Reporting on Influenza Data to CDPH <ul style="list-style-type: none"> 1. Influenza data now mandatory during daily COVID-19 reporting to CDPH ▪ NHSN <ul style="list-style-type: none"> ○ Continue NHSN surveillance reporting. <ul style="list-style-type: none"> ▪ No Hospital Acquired Infections to report. ▪ No surgical site infections. 	<ul style="list-style-type: none"> • AFLs reviewed and necessary actions initiated • Continue reporting as required.

	<ul style="list-style-type: none"> ○ NHSN Data Validation Survey completed and submitted to CDPH. ▪ Completion of CMR reports to Public Health per Title 17 and CDPH regulations <ul style="list-style-type: none"> ○ November - 61 positive COVID-19 reported ○ October – 43 positive COVID-19 	
2. Construction	<ul style="list-style-type: none"> ▪ ICRAs issued: <ul style="list-style-type: none"> ▪ New flooring at Urgent Care ▪ Painting at Urgent Care 	<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"> ▪ November 72% ▪ October 78% 	<ul style="list-style-type: none"> • Continue monitoring hand hygiene compliance.
4. Outbreaks/ Surveillance	<ul style="list-style-type: none"> ▪ November: 2-MRSA, 0-C-diff ▪ October: 1-MRSA, 0 C-diff 	<ul style="list-style-type: none"> ▪ Informational

5. Policy Updates	<ul style="list-style-type: none"> ▪ No infection control policies this month. 	<ul style="list-style-type: none"> ▪ Clinical Policy and Procedure Committee to review and update Infection Prevention policies.
6. Safety/Product	<ul style="list-style-type: none"> ▪ IP will be continuing to monitor environmental cleaning practices. 	<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"> ○ Culture Follow-up <ul style="list-style-type: none"> ○ November: 11 patients, 6 changed or new Rx, less than 1 day to resolution ○ October: 10 patients, 6 new or changed Rx, less than 1 day to resolution 	<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 and other infectious disease information. ▪ IP and EVS Supervisor to plan yearly competency and training for EVS staff. 	<ul style="list-style-type: none"> ▪ ICP to share information at appropriate committees.

9. Informational	<ul style="list-style-type: none"> ▪ Immediate Use Steam Sterilization <ul style="list-style-type: none"> ▪ October – 5 surgeries, 0 IUSS ▪ November – 0 surgeries, 0 IUSS ○ Covid -19 Vaccine <ul style="list-style-type: none"> ▪ Clinics ongoing ▪ Booster shots for Pfizer and Moderna available ○ Infection Prevention Annual Risk Assessment and Program Summary 2020 Infection Prevention\Annual Summary Risk Assessment\Annual Infection Prevention Summary Board Report 2020.docx 	
<i>Heather Loose, BSN, RN</i>	<i>Infection Preventionist</i>	<i>Date: November 30, 2021</i>

Policies for Approval by BOD

Department	Title	Summary
Food and Nutrition Services	Cash Handling	New policy. Replacing Nutrition and Dietary Service Department Cash Drawer and Cash Handling Procedure Policy.
Employee Health	Mandatory Vaccines for Employees	Annual review. Formatted. Changed title from HCW Masking During Flu Season. Revised to reflect current process. Added Covid to policy. Changed from Infection Control Department.
Laboratory - Blood Bank	Antibody Screening/Indirect Antiglobulin Test	Annual review. Formatted. Revised to reflect current process.
Laboratory - Blood Bank	Autologous/Directed Donor Blood Transfusion	Annual review. Formatted. Revised policy statement.
Laboratory - Blood Bank	Blood Components and Use	Annual review. Formatted. Revised to reflect current process.
Laboratory - Blood Bank	Compatibility Testing	Annual review. Formatted. Revised to reflect current process.
Laboratory - Blood Bank	Direct Antiglobulin Test	Annual review. Formatted. Revised section 2 to reflect current process.
Laboratory - Blood Bank	Emergency Blood Release Protocol	Annual review. Formatted. Revised to reflect current process.
Laboratory - Coag	D-Dimer Backup Triage Test	Annual review. Formatted. Moved to new Coag from Hema Sub-dept. Changed title from D-Dimer Test. Revised to reflect current process.
Laboratory - Coag	Prothrombin Time/INR CA 600	Annual review. Formatted. Moved to new Coag Subfolder. Changed model in title to 600. Revised to reflect current process.
Laboratory - Hematology	Body Fluid Cell Counts	Annual review. Formatted. Title changed from "Cell Counts, CSF and Other Body Fluids". Changed to reflect process at BVCHD.
Laboratory - Hematology	Complete Blood Count	Annual review. Formatted. Revised to reflect current process.
Laboratory - Hematology	Cytospin	Annual review. Formatted. Revised policy statement.
Laboratory - Hematology	Gastrocult Blood	Annual review. Formatted. Took out limitations and subjective comments. Revised to reflect current process.
Laboratory - Hematology	Modified Westergen ESR	Annual review. Formatted. Revised verbiage about inversion. Took out redundant verbiage about why the test is used and waived status.
Laboratory - Hematology	Saline Replacement for Lipemia	Annual review. Formatted. Revised Statement.
Laboratory - Hematology	Staining Differentials	Annual review. Formatted. This procedure is under CBC but we do use the stain for other samples so revised to reflect current process.
Laboratory - Microbiology	Abbott ID Now	Annual review. Formatted. Revised to reflect current process.
Laboratory - Microbiology	Alere Accuava® Mono Test	Annual review. Formatted. Revised Statement.
Laboratory - Microbiology	BD GasPak Pouch System	Annual review. Formatted. Revised to reflect current process.
Laboratory - Microbiology	Blood Cultures	Annual review. Formatted. Revised to reflect current process.
Laboratory - Microbiology	Body Fluid Cultures	Annual review. Formatted. Revised to reflect current process.
Laboratory - Microbiology	Catalase Test	Annual review. Formatted. Revised to reflect current process.
Laboratory - Microbiology	Genital Cultures	Annual review. Formatted. Rewrote policy. We do basic Microbiology at BVCHD and would rarely if ever encounter the specimens that were in this policy. Took from 10pgs. to 2pgs. Nancy will write a new policy for miscellaneous cultures so that we include all specimens.
Laboratory - Microbiology	Gram Stain	Annual review. Formatted. Changed title from Gram Staining. Revised to reflect current process.
Laboratory - Microbiology	Indole Spot Test	Annual review. Formatted. Revised to reflect current process.
Laboratory - Microbiology	Oxacillin Disk Testing	Annual review. Formatted. Changed title from Disk (A, P, Oxacillin)Testing. Rewrote the policy to reflect only Oxacillin testing process.
Laboratory - Phlebotomy	Chain of Custody Drug Testing	Annual review. Formatted. Revised to reflect current process.
Laboratory - Phlebotomy	Collection and Submission of Lab Specimens	Annual review. Formatted.
Laboratory - Phlebotomy	Employee Health Patients	Annual review. Formatted. Revised policy statement, 1.3 & 2.3.2. Added 2.5.
Laboratory - Phlebotomy	Glucose Tolerance Test	Annual review. Formatted. Added "Test" to title. Revised to reflect current process.
Laboratory - Phlebotomy	Lab Assistant Daily Duties	Annual Review. Formatted. Combined Daily Duties Policy into this one. Changed Title from Lab Assistant Policy. Revised to reflect current process.
Laboratory - Phlebotomy	Outpatient Processing	Annual review. Formatted.
Laboratory - Phlebotomy	Reference Laboratory Specimens Report Management	Annual review. Formatted. Revised to reflect current process.
Compliance	HIPAA Compliance Program	Formatted. Updated new Compliance Hotline number and URL. Added reference to 42 CFR Part 2 (Substance Abuse Disorder Records). Added BAA Log.
HIM	De-Identification of PHI	Annual review. Formatted.
Materials Management	Back Open Orders	Annual review. Formatted.
Materials Management	Department Purchases	Annual review. Formatted. Revised to reflect current process.
Materials Management	Department Security	Annual review. Formatted. Revised to reflect current process.
Materials Management	Product Information Requests	Annual review. Formatted.

Materials Management	Stock Rotation	Annual review. Formatted. Revised policy statement and 2.
Patient Access	Advanced Directives	Annual review. Formatted. Added 42 CFR, 2.1.7 & 2.5. Combined 9 into 3.1.5.
Patient Access	Clerk Notes	Annual review. Formatted. Added 1.6.
Patient Access	Important Message from Medicare	Annual review. Formatted. Added 3 & 3.2.
Patient Access	Patient Registration	Annual review. Formatted. Revised to reflect current process.
Patient Access	Patient Rights and Responsibilities	Annual review. Formatted.
Patient Access	Patient Transfer	Annual review. Formatted. Added 1.2. Combined Sect. 8 & 9 into 8.
Patient Access	Petty Cash Request for Transportation	Annual review. Formatted. Revised statement. Added 1.1.4., 2., 2.2.
Patient Access	Visitors	Annual review. Formatted. Added 3. Removed 1.



DEPARTMENT: Employee Health	CATEGORY: Policies, Procedures
SUBJECT: Mandatory Vaccines for Employees Addendum: COVID Vaccination Plan	

POLICY:

Bear Valley Community Healthcare District (BVCHD) complies with all federal and state laws and regulations including any Medicare Conditions of Participation set forth in any final and interim rules issued by the Centers for Medicare and Medicaid Services (CMS). On November 5, 2021, CMS issued an Interim Final Rule which amends 42 CFR §482.42 to add an additional Medicare Condition of Participation that requires Medicare participating hospitals like Bear Valley Community Hospital to develop and implement policies and procedures to ensure that all staff are fully vaccinated for COVID-19 and to develop and implement policies and procedures include a process by which staff may request an exemption from the staff COVID-19 vaccination requirements based on medical exemptions and religious exemptions. The purpose of this policy is to set forth the procedures by which BVCHD will comply with the Interim Final Rule and by which staff may request medical or religious exemptions and how BVCHD will process and evaluate such requests.

DEFINITIONS:

For the purposes of this policy, the following definitions shall apply:

(a) The term “staff” shall apply to hospital employees, licensed practitioners, students, trainees, volunteers and any individuals who provide care, treatment, or other services for the hospital and/or its patients under contract or under arrangement. Physicians admitting and/or treating patients in-person at the hospital are considered staff who are subject to the requirements of the Interim Final Rule. The term “staff” does not include staff (i) who exclusively provide telehealth or telemedicine services outside of the hospital setting and who do not have any direct contact with patients or staff covered by vaccination requirement or (ii) staff who provide support services for the hospital that are performed exclusively outside of the hospital and who do not have any direct contact with patients or staff covered by vaccination requirement.

(b) A staff member is considered “fully vaccinated” if it has been 2 weeks or more since they have completed the administration of a single-dose vaccine or the administration of all required doses of a multi-dose vaccine.

PROCEDURE:

Bear Valley Community Healthcare District (BVCHD) complies with all federal and state laws and regulations including any Medicare Conditions of Participation set forth in any final and interim rules issued by the Centers for Medicare and Medicaid Services (CMS). On November 5, 2021, CMS issued an Interim Final Rule which amends 42 CFR §482.42 to add an additional Medicare Condition of Participation that requires Medicare participating hospitals like Bear Valley Community Hospital to develop and implement policies and procedures to ensure that all staff are fully vaccinated for COVID-19 and to develop and implement policies and procedures include a process by which staff may request an exemption from the staff COVID-19 vaccination requirements based on medical exemptions and religious exemptions. The purpose of this policy is to set forth the procedures by which BVCHD will comply with the Interim Final Rule and by which staff may request medical or religious exemptions and how BVCHD will process and evaluate such requests.



DEPARTMENT: Employee Health	CATEGORY: Policies, Procedures
SUBJECT: Mandatory Vaccines for Employees Addendum: COVID Vaccination Plan	

DEFINITIONS:

For the purposes of this policy, the following definitions shall apply:

(c) The term “staff” shall apply to hospital employees, licensed practitioners, students, trainees, volunteers and any individuals who provide care, treatment, or other services for the hospital and/or its patients under contract or under arrangement. Physicians admitting and/or treating patients in-person at the hospital are considered staff who are subject to the requirements of the Interim Final Rule. The term “staff” does not include staff (i) who exclusively provide telehealth or telemedicine services outside of the hospital setting and who do not have any direct contact with patients or staff covered by vaccination requirement or (ii) staff who provide support services for the hospital that are performed exclusively outside of the hospital and who do not have any direct contact with patients or staff covered by vaccination requirement.

(d) A staff member is considered “fully vaccinated” if it has been 2 weeks or more since they have completed the administration of a single-dose vaccine or the administration of all required doses of a multi-dose vaccine.

PROCEDURE:

1. Tracking and Documenting Vaccination Status of Staff

1.1 The Employee Health Department will track and securely document the COVID-19 vaccination status of all staff. BVCHD will rely on vaccination records provided by staff to determine whether a staff member is fully vaccinated and will securely maintain a roster of all staff which indicates the vaccination status of each staff member and identifies the records on which the status was confirmed. The Employee Health Department will maintain copies of the vaccination records in a secure manner. The vaccination status of staff will not be generally disseminated and will only be provided to those individuals who require such information to perform their job duties or ensure compliance with the Interim Final Rule.

1.2 For staff members who are fully vaccinated, the Employee Health Department will inquire as to whether the staff member has obtained any booster doses recommended by the CDC. If a staff member has obtained any booster doses recommended by the CDC, the Employee Health Department will note the booster dose in its records, obtain copies of such records confirming the booster does from the staff member and maintain such records in a secure manner.

1.3 BVCHD will maintain a roster of all staff members who are not fully vaccinated which indicates whether the staff members are the subject of an approved medical exemption or an approved religious exemption.

2. Requests for Medical Exemptions

2.1 For those staff who are not fully vaccinated but have previously received approval for a medical exemption, the HR Department will notify the staff of CMS’ vaccine requirement, provide the staff member with the COVID-19 Vaccine Medical Exemption Request Form, and require the staff member to return a completed



DEPARTMENT: Employee Health	CATEGORY: Policies, Procedures
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and signed COVID-19 Vaccine Medical Exemption Request Form to the HR Department no later than December 3rd, 2021.

2.2 For those staff who are not fully vaccinated and who have not previously received approval for a medical exemption, the HR Department or designee will notify the staff of CMS' vaccine requirement, the availability of medical exemptions for eligible staff, and the availability of the COVID-19 Vaccine Medical Exemption Request Form. In the event managers or supervisors receive inquiries about seeking a medical exemption to the vaccine requirement, they will direct the staff member to the HR Department.

2.3 In the event a staff member asks about approval for a medical exemption to the vaccine requirement, the staff member will be provided with the COVID-19 Vaccine Medical Exemption Request Form and directed to return the completed and signed COVID-19 Vaccine Medical Exemption Request Form to the HR Department no later than 12/3/2021.

2.4 Upon the HR Department's receipt of a completed COVID-19 Vaccine Medical Exemption Request Form, the HR Director will meet with the Employee Health Nurse to review the completed form and make a determination as to eligibility for a medical exemption. Any clinical questions about the medical exemption request shall be directed to the Chief Nursing Officer for review and the Chief Nursing Officer may consult with the Physician Chair of the Pharmacy and Therapeutics Committee.

2.4.1 If additional information is required to evaluate the request for a medical exemption, the HR Director will communicate with the staff member to secure the additional information requested.

2.5 If the request for a medical exemption is approved, the HR Department will notify the staff member of the approval and the requirement that the staff member must be tested twice weekly for COVID-19 and must follow all masking and other infection control procedures. The approved COVID-19 Vaccine Medical Exemption Request Form will be securely maintained by the Human Resources Department.

2.6 If the request for a medical exemption is denied, the HR Director and the Employee Health Nurse will meet with the affected staff member and engage in an interactive process to determine whether reasonable accommodations can be undertaken which would allow the staff member to meet the COVID-19 vaccine requirement.

2.7 The Human Resources Department shall maintain records related to all requests for medical exemptions, the processing and evaluation of such requests, and all decisions regarding such requests.

3. Requests for Religious Exemptions

3.1 For those staff who are not fully vaccinated but have previously requested a religious exemption which was approved by BVCHD, the HR Director, or designee, will notify the staff member of CMS' vaccine requirement, provide the staff with the COVID-19 Vaccine Religious Exemption Request Form, and direct the staff to complete and return the completed and signed form no later than December 3rd, 2021.



DEPARTMENT: Employee Health	CATEGORY: Policies, Procedures
SUBJECT: Mandatory Vaccines for Employees Addendum: COVID Vaccination Plan	

3.2 For those staff who are not fully vaccinated and have not previously requested a religious exemption, BVCHD's HR Director, or designee, will notify the staff of the availability of religious exemptions for eligible staff, and the availability of the COVID-19 Vaccine Religious Exemption Request Form. In the event managers or supervisors receive inquiries about seeking a religious exemption to the vaccine requirement, they will direct the staff member to BVCHD's HR Director.

3.3 In the event a staff member asks about approval for a religious exemption to the vaccine requirement, the staff member will be provided with the COVID-19 Vaccine Religious Exemption Request Form and directed to return the completed and signed COVID-19 Vaccine Religious Exemption Request Form to the HR Department no later than 12/3/2021.

3.4 Upon the HR Department's receipt of a completed COVID-19 Vaccine Religious Exemption Request Form, the HR Director will meet with the Risk and Compliance officer to review and evaluate the requests for a religious exemption. When reviewing requests for religious exemptions, the HR Director and the Risk and Compliance Officer will consider the following guidance from the Equal Employment Opportunity Commission:

3.4.1 The definition of "religion" under Title VII protects nontraditional religious beliefs that may be unfamiliar to employers. A request is not invalid simply because it is based on unfamiliar religious beliefs.

3.4.2 Title VII does not protect social, political, or economic views or personal preferences.

3.4.3 The request for a religious accommodation must be based on a sincerely held belief. Employers should ordinarily assume that a request for a religious accommodation is based on sincerely held religious beliefs, practice, or observance. The sincerity of a person's stated religious beliefs is not usually in dispute.

3.4.4 If an employer has an objective basis for questioning either the religious nature or sincerity of a particular belief, the employer would be justified in making a limited factual inquiry and seeking additional supporting information. Employers may follow-up and ask questions about inconsistency, factually false premises, suspect timing, whether a benefit is being sought for non-religious reasons, or any other reason an employer may have for suspecting that the accommodation is not being sought for religious reasons. All such questions should be with the staff member in a one-on-one basis.

3.5 If the request for a religious exemption is approved, the HR Department will notify the staff member of the approval and the requirement that the staff member must be tested twice weekly for COVID-19 and must follow all masking and other infection control procedures. The approved COVID-19 Vaccine Religious Exemption Request Form will be signed by the HR Director and maintained by BVCHD's Human Resources Department in a confidential manner.



DEPARTMENT: Employee Health	CATEGORY: Policies, Procedures
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3.6 If the request for a religious exemption is denied, the HR Director will meet with the affected staff member and engage in an interactive process to determine whether reasonable accommodations can be undertaken which would allow the staff member to meet the COVID-19 vaccine requirement.

4. Record Keeping


4.1 The Human Resources Department shall maintain records related to all requests for medical and religious exemptions, the processing and evaluation of such requests, and all decisions regarding such requests.



Recommendation for Action

Date: December 01, 2021

To: Board of Directors

From: Evan Rayner, CEO 

Re: Steven Groke, MD Big Bear Urgent Care Inc. Service Agreement
Jeffrey Orr, MD Chief of Staff Service Agreement
Pacific Companies Locum Tenens Service Agreement

Background:

The two of the contracts included are primarily for temporary urgent care staffing:

(Pacific Companies is a locum tenens contract and the other an (Emergency room provider) for temporary staffing until more permanent mid-level staffing can be arranged. Both contracts are expected to be short term and to be used in concert with our internal staffing from rural health clinics and other local providers.

The Chief of Staff contract is the standard stipend paid at fair market value for chief of staff services provided to the BVCHD in that leadership role.

Discussion:

Steven Groke, MD Service Agreement; Dr. Groke is a local ED physician and agreed to assist BVCHD in the urgent care staffing with temporary physician services at the Urgent Care as needed. This is a two-year agreement at \$220.00 per hour and malpractice coverage. Termination -45 days w/o cause.

Jeffrey Orr, MD Service Agreement; Dr. Orr was nominated by the Medical Staff to be the Chief of Staff (COS) for BVCHD Medical Staff. The COS is to serve a three-year term beginning January 01, 2022 this agreement is in accordance with the Medical Staff Bylaws. The COS receives a \$1,000.00 monthly stipend. Termination – immediate with cause; 30 days with material default, 90 days with out cause.

Pacific Companies Locum Tenens Service Agreement is providing temporary physician services to the Urgent Care in the range of \$180.00 - \$190.00. BVCHD will also be covering malpractice on their shifts under BVCHD's coverage (Beta Healthcare) for the providers as it is more economical. Termination – 30 days w/o cause

Recommendation:

To approve Steven Groke, MD, Jeffrey Orr, MD and Pacific Companies Locum Tenens Service Agreements as presented.



Contract Cover Sheet

Contract Name: Steven Groke, MD

Purpose of Contract: Urgent Care Svices

Contract # _____ Effective Date: 11/24/2021 Term: 2 years Cost: \$220/hr

Originating Department Name: Urgent Care Department Number: _____

Department Manager Signature: _____ Date: _____

BAA: ☒ Yes ☐ No

W-9: ☒ Yes ☐ No

<u>Administrative Officer</u>	Signature: _____	Date: _____
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: _____	Date: _____
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: _____	Date: _____
<u>Legal Counsel</u>	Signature: <u>email rec'd 11/24/2021</u>	Date: <u>11/24/21</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>12/1/21</u>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>02/02/2022</u>
<u>Chief Executive Officer</u>	Signature: _____	Date: _____
<u>Board of Directors</u> When Applicable	Signature: _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

**URGENT CARE PHYSICIAN AGREEMENT
BETWEEN
BIG BEAR URGENT CARE, INC AND
STEVEN GROKE, M.D.**

THIS PHYSICIAN AGREEMENT ("Agreement") is made and entered into as of the 24th day of November 2021 by and between Big Bear Urgent Care, Inc. ("BBUC"), a California corporation and Steven Groke, M.D. ("Physician").

RECITALS

WHEREAS, BBUC owns and operates an urgent care clinic located at 41949 Big Bear Blvd, Big Bear Lake, California, 92315 and commonly known as "Big bear Urgent Care" (the "Urgent Care Clinic") and may contract with physicians and physician extenders to provide healthcare services to the Urgent Care Clinic's patients.

WHEREAS, Physician is licensed by the Medical Board of California to practice medicine, is board certified by the American Board of Emergency Medicine and is qualified to perform physician services for the the Urgent Care Clinic.

WHEREAS, BBUC desires to retain the services of Physician to provide professional medical services at the Urgent Care Clinic, and Physician desires to so contract with BBUC to furnish those services.

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

- A. SERVICES. During the term of this Agreement, Physician agrees to the following:
1. Physician shall provide Physician Services at the Urgent Care Clinic on an as needed basis as agreed upon by Urgent Care and Physician.
 2. Physician shall maintain 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 Urgent Care Clinic. All medical records remain the property of the Urgent Care Clinic.
 5. Physician shall cooperate with any quality management and utilization management programs instituted by Urgent Care Clinic.
- B. ACCESS TO BOOKS AND RECORDS. If the value or cost of Services rendered to Urgent Care 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 in a manner consistent with the principles of medical ethics promulgated by the American Board of Emergency Medicine and comply with the Urgent Care's rules and regulations.
- E. **Qualifications.** Physician shall be duly licensed and qualified to practice medicine in the State of California.
- F. In respect to Physician's performance of Physician's professional duties, the Urgent Care Clinic shall neither have nor exercise control or direction over the specific methods by which Physician performs Physician's professional Urgent Care Clinic duties. The Urgent Care Clinic's sole interest shall be to ensure that such duties are rendered in a competent, efficient and satisfactory manner.
- G. Physician recognizes that the professional reputation of the Urgent Care Clinic is a unique and valuable asset. Physician shall not make any negative, disparaging or unfavorable comments regarding the Urgent Care Clinic 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.
- H. **Notification of Certain Events.** Physician shall notify BBUCin 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 health care facility are denied, suspended, restricted, revoked or voluntarily relinquished;
 2. Physician becomes the subject of any suit, action or other legal proceeding arising out of Physician's professional services;
 3. Physician is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
 4. Physician becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;
 5. Physician becomes incapacitated or disabled from practicing medicine;
 6. Any act of nature or any other event occurs which has a material adverse effect on Physician's ability to perform the Services under this Agreement;
 7. Physician changes the location of his/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.

SECTION II. REPRESENTATIONS AND WARRANTIES

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

- A. Physician is not bound by any agreement or arrangement which would preclude Physician from entering into, or from fully performing the services required under this Agreement;
- B. Physician's license to practice medicine in the State of California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;
- C. Physician's 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 the Department of Public Health, the Department of Health Care Services, or other relevant accrediting organizations; (3) participate in continuing education as necessary to maintain licensure, maintain board certification, maintain professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession; and 4) all applicable Bylaws, Rules and Regulations of the Urgent Care Clinic.
- E. Physician has not in the past conducted and is not presently conducting Physician's 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 the Urgent Care Clinic;
- G. Physician has disclosed and will at all times during the term of this Agreement promptly disclose to the Urgent Care : (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/her license or any changes to the status of any privileges Physician may have at any other health care facility;

- I. Physician shall deliver to the Urgent Care 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 Urgent Care Clinic; and
- J. Physician shall participate in all government and third-party payment or managed care programs in which the Urgent Care Clinic participates, and render services to patients covered by such programs

SECTION III. INDEMNIFICATION OF LIABILITY.

Physician agrees to indemnify, defend and hold harmless Urgent Care 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) any acts or omissions of Physician; (2) any violations of federal, state, or local statutes or regulations arising out of or resulting from any 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 Urgent Care. 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 BBUC a completed time sheet of time spent in the Urgent Care seeing patients. Upon receipt of completed and signed provider time sheet for services rendered under this Agreement, Urgent Care Clinic shall pay Physician, as for sole compensation hereunder, on an hourly basis at \$220.00 (Two-Hundred Twenty Dollars) per hour. A billable visit is a face to face encounter where services are rendered at a level that justifies an Urgent Care charge of 99201 or higher for a new patient, or 99212 or higher for an established patient, or 99381 or higher for a preventative medicine visit. "No charge/courtesy" visits are not eligible for provider payment. Urgent Care will provide Physician a list of patients seen per Urgent Care records that supports the payment made to Physician. All patient billings for Physician services remain the property of Urgent Care. 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. BBUC is committed to compliance with all billing and claims submission, fraud and abuse laws and regulations. In contracting with BBUC, Physician agrees to act in compliance with all laws and regulations. BBUC has completed a Compliance

Program to assure compliance with laws and regulations. Physician is therefore expected to comply with the policies of BBUC's 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 BBUC.
- B. Failure to follow the standards of BBUC's Compliance Programs (including the duty to report misconduct) may be considered to be a violation of the Physician's arrangement with the BBUC and may be grounds for action by the BBUC, including termination of the relationship.

SECTION VII. TERM.

This Agreement is effective from November 24, 2021 to November 23, 2023; however, this Agreement is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

- A. BBUC 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 privileges at the Urgent Care, 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. The Urgent Care fails to maintain RHC status or the Urgent Care Clinic suspends operations;
 5. Physician Services Agreement is terminated or expires;
 6. Physician's failure to comply with the standards of the Urgent Care'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 patient 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 Urgent Care Clinic;
 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 Urgent Care ;
 11. Physician is unable to provide 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 services or not; or
 15. A mutual written agreement terminating this Agreement is entered into between the Urgent Care 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 forty-five (45) 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 BBUC 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 Urgent Care and its Medical Staff, regarding the confidentiality of such information from Urgent Care 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 maintain, at BBUC's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Physician as the named insured, and such policy shall cover any acts of Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000.00) per claim/Three Million Dollars (\$3,000,000.00) annual aggregate for "claims made" insurance coverage. Physician will provide District with no less than 30 days advance written notice of any coverage changes or cancellation of the policy. The coverage required by this section shall be either on an occurrence basis or on a claims made basis. If the coverage is on a claims made basis, not less than 30 days prior to the termination of Physician's claims made coverage, Physician shall be obligated to provide evidence to District of continued coverage for claims which arise from Physician's services either by (1) evidence of continued effect of a claims made policy which provides coverage for all claims arising out of incidents occurring prior to the termination of such coverage, or (2) evidence of an extended reporting period endorsement or "tail insurance" for all claims arising out of incidents occurring prior to termination of such coverage, and shall provide District with a certificate evidencing such tail or retroactive coverage.

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

SECTION XI. ASSIGNMENT.

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

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:

Urgent Care: Evan Rayner, Chief Executive Officer
Big Bear Urgent Care
P. O. Box 1829
Big Bear Lake, CA 92315

Physician: Steven Groke, MD
6057 Paseo Carreta
Carlsbad, CA 92009

SECTION XIII. PRE EXISTING AGREEMENT.

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

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 Urgent Care. The parties further acknowledge that Physician is not restricted from establishing staff privileges at, referring any service to, or otherwise generating any business for any other facility of Physician's choosing.

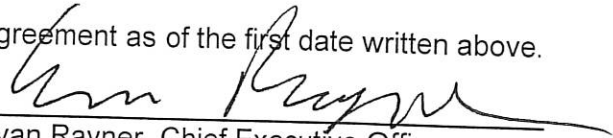
SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

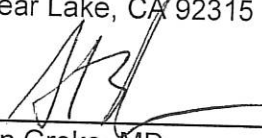
SECTION XXI. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

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

Dated: 11/24/21 By: 
Evan Rayner, Chief Executive Officer
Big Bear Urgent Care
P. O. Box 1829
Big Bear Lake, CA 92315

Dated: _____ By: _____
Peter Boss, President, BOD
Big Bear Urgent Care
P. O. Box 1829
Big Bear Lake, CA 92315

Dated: 11/26/21 By: 
Steven Groke, MD
6057 Paseo Carreta
Carlsbad, CA 92009

**CHIEF OF STAFF AGREEMENT
BETWEEN
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
AND
JEFFREY ORR, M.D.
DBA BIG BEAR FAMILY MEDICINE**

THIS AGREEMENT for CHIEF OF STAFF SERVICES ("Agreement") is made and entered into as of the 1st day of January 2022 by and between Bear Valley Community Healthcare District (a public entity), ("District") and Jeffrey Orr, M.D. ("Physician").

RECITALS

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

WHEREAS, Physician is licensed by the Medical Board of California to practice medicine and is a Member in good standing on the Hospital's Active Medical Staff.

WHEREAS, pursuant to Physician's election by Hospital's Medical Staff to the position of Chief of Staff, the District wishes to enter into an agreement with Physician to detail Physician's duties and responsibilities as Hospital's Chief of Staff and Physician desires to so enter into this agreement.

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

A. Physician shall be and remain: (note: Medical Staff Bylaws Section 8.3)

1. Duly licensed and qualified to practice medicine in the State of California, County of San Bernardino;
2. A member in good standing on the Hospital's Active Medical Staff, with all privileges necessary to undertake the services contemplated by this agreement;
3. Shall serve a three (3) year term or until a successor is chosen, unless the Chief of Staff shall sooner resign or be removed from office or lose medical staff membership or clinical privileges.

The parties acknowledge that Physician may be absent from time to time for good reason, such as attendance at medical practice continuing education. During these periods of absence, the Vice Chief of Staff shall assume all duties and authority of the Chief of Staff in the absence of Physician.

B. The Chief of Staff shall serve as the Chief Officer of the Medical Staff. The duties of the Chief of Staff include, but are not limited to: **(note: Medical Staff Bylaws Section 8.2-1)**

1. Enforcing the Medical Staff Bylaws and Rules and Regulations, implementing sanctions where indicated, and promoting compliance with procedural safeguards where corrective action has been requested or initiated;

2. Calling, presiding at, and being responsible for the agenda of all meetings of the Medical Staff;
3. Serving as Chair of the Medical Executive Committee and calling, presiding at, and being responsible for the agenda of all meetings thereof;
4. Serving as ex-officio member of all other staff committees without vote, unless Chief of Staff membership on a particular committee is required by the Medical Staff Bylaws;
5. Interacting with the Chief Executive Officer and Board of Directors in all matters of mutual concern within the hospital;
6. Appointing, in consultation with the Medical Executive Committee, committee members for all Standing Committees other than the Medical Executive Committee and all special medical staff, liaison, or multi-disciplinary committees, except where otherwise provided by the Medical Staff Bylaws and, except where otherwise indicated, designating the chair of these committees;
7. Representing the views and policies of the Medical Staff to the Board of Directors and to the Chief Executive Officer;
8. Being a spokesperson for the Medical Staff to the Board of Directors;
9. Performing such other functions as may be assigned to the Chief of Staff by the Medical Staff Bylaws, or by the Medical Executive Committee; and
10. Serving on liaison committees with the Board of Directors and Administration, as well as outside licensing or accreditation agencies.

C. The Chief of Staff shall have the authority: (note: Medical Staff Bylaws, Section 8.2-1-A)

1. To summarily suspend medical staff members, pursuant to Medical Staff Bylaws section 6.7;
2. To initiate appropriate corrective disciplinary action;
3. To require consultations whenever, in his discretion, he deems it necessary;
4. To contact hospital or medical staff legal counsel, through district/hospital administration, for assistance or guidance; and
5. To take whatever action is reasonably necessary to the effective performance of his duties.

D. The Chief of Staff shall attend a minimum of 75% of Medical Staff meetings per year. The Chief of Staff shall also be entitled to attend and participate in discussion at board meetings, subject to the requirements of the Government Code and other applicable law concerning closed session meetings **(note: BVCHD Bylaws Article IV, Section 8)**. Board meeting attendance will be required at 75%.

E. Insurance.

1. **Hospital.** District shall purchase insurance against liability arising from Physician's performance of Director services within the course and scope of the directorship duties as stated in this Agreement.
2. **Professional Liability.** PROFESSIONAL LIABILITY. Physician shall maintain, at Physician's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Physician as the named insured, and

such policy shall cover any acts of Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000.00) per claim/Three Million Dollars (\$3,000,000.00) annual aggregate for "claims made" insurance coverage. Physician will provide District with no less than 30 days advance written notice of any coverage changes or cancellation of the policy. The coverage required by this section shall be either on an occurrence basis or on a claims made basis. If the coverage is on a claims made basis, not less than 30 days prior to the termination of Physician's claims made coverage, Physician shall be obligated to provide evidence to District of continued coverage for claims which arise from Physician's services either by (1) evidence of continued effect of a claims made policy which provides coverage for all claims arising out of incidents occurring prior to the termination of such coverage, or (2) evidence of an extended reporting period endorsement or "tail insurance" for all claims arising out of incidents occurring prior to termination of such coverage, and shall provide District with a certificate evidencing such tail or retroactive coverage.

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

F. Access to Books and Records. Upon written request of the Secretary of Health and Human Services for the Comptroller General or any of their duly authorized representatives, the Contractor shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the cost providing his services. If Contractor carried out any of the duties of the Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is covered by the requirements of Public Law 96-499, (S 952)(v)(1) of the Social Security Act and regulations promulgated thereunder.

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

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

SECTION II. RESPONSIBILITIES OF THE DISTRICT

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

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

SECTION III. REPRESENTATIONS AND WARRANTIES

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

- A. Physician is not bound by any agreement or arrangement which would preclude Physician from entering into, or from fully performing the services required under this Agreement;
- B. Physician's license to practice medicine in the State of California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;
- C. Physician's medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- D. Physician shall perform the services required hereunder in accordance with: (1) all applicable federal, state, and local laws, rules and regulations; (2) all applicable standards of care of the Joint Commission on Accreditation of Healthcare Organizations, California State Title 22, the Department of Health and Human Services or other 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 MediCal 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; and
- 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.

SECTION IV. COMPENSATION.

- A. **Amount of Fees.** Physician fees shall be compatible to and shall be in accordance with reasonable and customary fees for similar services.
- B. **Payment to Physician.** At the end of each month physician shall submit to the District a completed and signed Director Monthly Administrative Services Log (Exhibit A). Upon receipt of completed and signed log, District shall pay Physician monthly the sum of \$1,000.00 (one thousand hundred dollars) for services under this agreement. The District

shall remit payments to Physician at intervals of time as established by the District accounting department.

SECTION V. COMPLIANCE.

- A. Hospital is committed to compliance with all billing and claims submission, fraud and abuse and regulations. Chief of Staff will comply with hospital's Compliance Plan and all laws and regulations.

SECTION VI. INDEPENDENT CONTRACTOR.

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

SECTION VII. TERM.

- A. **This Agreement is effective for three (3) years**, from January 1, 2022 through December 31, 2024, unless either party chooses to terminate the Agreement early. Either party MAY choose to terminate this Agreement, at any time during the term, WITHOUT cause, provided that ninety (90) days written notice is given to the other party.

This Agreement is also subject to early termination for additional reasons, as provided in Section VIII below.

SECTION VIII. EARLY TERMINATION.

- A. **District may terminate** this Agreement immediately upon written notice to Physician in the event that:
1. Physician's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
 2. Physician's medical staff privileges at the Hospital are in any way suspended, revoked, or otherwise restricted;
 3. Physician's failure to comply with the standards of the Bear Valley Community Healthcare District Compliance Program;
 4. Physician is removed from office by the Medical Staff per the Medical Staff Bylaws **(note: Medical Staff Bylaws, Section 8.1-6)**;
 5. Physician is unable to provide services under the terms of this Agreement due to a physical or mental disability, including substance abuse;
 6. Physician is convicted of any criminal offense, regardless of whether such action arose out of Physician's provision of professional services;

7. 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.
- B. Either party** may terminate this Agreement for material default provided that the non-defaulting party shall give written notice of the claimed default, and the other party shall have thirty (30) days to correct such performance, failing which, this Agreement may thereafter be immediately terminated by the non-defaulting party.
- C. 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.
- D. Termination Within First Twelve (12) Months.** If this Agreement is terminated, with or without cause, during the first twelve (12) months of the term, the parties shall not enter 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 full bound by the provisions of the federal regulations governing Confidentiality of Alcohol and drug Abuse Patient Records as codified at 42 C.F.R. Chapter1, 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. ASSIGNMENT.

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

SECTION XI. NOTICES.

The notice required by this Agreement shall be effective if mailed, postage prepaid, as follows:

Hospital: Evan Rayner, CEO
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Physician: Jeffrey Orr, MD DBA Big Bear Family Medicine
P.O. Box 2291

SECTION XII. 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 XIII. 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 XIV. 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 XV. SEVERABILITY.

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

SECTION XVI. 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 XVII. 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 XVIII. 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 XIX. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

In Witness Whereof, the parties have executed this Agreement, if in multiple counterparts each shall be deemed an original, effective on the date first date written above.

Dated: _____ **By:** _____
Evan Rayner, C.E.O.
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

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

Dated: _____ **By:** _____
Jeffrey Orr, M.D. DBA Big Bear Family Medicine
P.O. Box 2291
Big Bear City, CA 92314

EXHIBIT A
PHYSICIAN DEPARTMENT DIRECTOR MONTHLY ADMINISTRATION SERVICES LOG
CHIEF OF MEDICAL STAFF

Month of: _____, 22__

Meeting Attendance:

- | | | | | |
|--|----------|-------|-------|-------|
| ➤ Medical Executive Committee Attendance | _____ | Yes | _____ | No |
| ➤ Board Meetings Attendance: | Business | _____ | Yes | _____ |
| | Finance | _____ | Yes | _____ |
| | Planning | _____ | Yes | _____ |

Department Supervision/Administration:

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

**TOTAL Department
Supervision/Administration Hours**

Signature

Date

CEO

Date



Contract Cover Sheet

Contract Name: _____ Pacific Companies

Purpose of Contract: _____ Locum Tenens Service Agreement - Big Bear Urgent Care Inc.

Contract # _____ Effective Date: _____ Term: 24 months Cost: _____

Originating Department Name: _____ Department Number: _____

Department Manager Signature: _____ Date: _____

BAA: ☒ Yes ☐ No

W-9: ☒ Yes ☐ No

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>via email</u>	Date: <u>12-3-21</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>12/2/21</u>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>2/10/2021</u>
<u>Chief Executive Officer</u>	Signature: <u>[Signature]</u>	Date: <u>12/2/21</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

Locum Tenens Service Agreement

1. This Locum Tenens Service Agreement (Agreement) is between BIG BEAR URGENT CARE INC. (Client) and Pacific Companies, Inc. (PCI) (Firm). The term of this Agreement is one year from the effective date of 11/12/2021 and will automatically renew on the one-year anniversary of the effective date unless otherwise terminated. This Agreement may be modified upon mutual consent or terminated by either party with thirty (30) days written notice. The terms of this Agreement for contractor assignments accepted during the effective dates of this Agreement shall survive the termination of this Agreement for the duration of the assignments.

2. Firm Agrees to:

a. Refer qualified contractors to Client for temporary (locum tenens) assignments as available, based on Client's requests and practice descriptions. PCI does internal verifications of each contractor prior to submission to Client. However, it is the Client's responsibility to complete primary source verifications in accordance to the by-laws of Client Facility to ensure that contractor is compliant with Client's qualifications and standards. PCI does not guarantee the ability to fill assignments requested. Assignments are not binding until accepted by contractor and Client. In the event a contractor cancels a binding assignment, PCI shall exercise its best efforts to present a replacement contractor but shall have no other liability resulting from the cancellation. PCI will arrange claims made medical malpractice liability insurance for contractors during each locum tenens assignment organized by PCI. The insurance is arranged under PCI's group policy and the limits will be one million (\$1,000,000) three million (\$3,000,000). PCI does not employ any contractor and contractors shall provide healthcare services to Client as independent contractors. PCI does not provide Worker's Compensation or any healthcare benefits to contractors.

b. Allow Client to suspend contractor's services due to demonstrated professional incompetence, provided that Client immediately notifies PCI in writing of the reason for the suspension request and provides PCI with the opportunity to assess and verify the reason for the request. If Client is dissatisfied with the professional performance of a contractor, or should a contractor breach the terms of assignment during a locum tenens assignment coordinated by PCI, PCI reserves the right to first counsel the contractor and provide contractor with an opportunity to correct any deficiencies prior to termination if, in Client's discretion, there is no risk of patient endangerment. PCI will make its best effort to remedy the problem, or to replace the contractor. If PCI does not provide a resolution, Client has the right to terminate the assignment as specified in the Confirmation Letter ("CL"). Termination of an assignment does not represent termination of this Agreement and Client is still responsible to PCI for payment of services rendered by contractor and associated expenses.

c. Set the rates based on the assignment parameters as specified by Client as well as the contractor's experience and skill set. These rates will be specified upon presentation of PCI contractor to Client and further identified in the CL upon confirming a PCI contractor. Client shall be entitled to all fees generated as a result of contractor's services, and PCI shall remit payment for the locum tenens services in full directly to contractor. PCI's rates shall reflect a placement fee separate and in addition to the fees generated as a result of contractor's service. The CL is a separate document that specifies the parameters of the assignment and is binding in conjunction with the Agreement.

3. Client agrees to:

a. Provide PCI with a practice description ("Practice Description") which identifies the contractor specialty, work description, work site, work schedule and any special requirements for a desired assignment. The Practice Description shall be provided to PCI in conjunction with Client's request for contractor referrals. Client agrees it will not request contractor to perform work which materially deviates from the Practice Description. Client shall assist contractor and PCI with completion of contractor's work records as may be required. Client shall not change the location of the worksite during any assignment without PCI's permission. If PCI approves of the change in location, Client shall provide fair compensation if the location change results in contractor having to commute more than thirty (30) minutes or thirty (30) miles from contractor's housing accommodations. Alternatively, Client may be required to pay moving expenses and housing accommodations closer to the new worksite.

b. Notify PCI within forty-eight (48) hours if Client has foreknowledge of contractor due to another party presenting said contractor prior to PCI submission. If said notice is not given, and Client or its subsidiaries,

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affiliates, partners, or subcontractors employs, contracts, or associates with the contractor, then Client grants exclusive rights to PCI regarding contractor and all associated permanent placement and locum tenens staffing fees from presentation through two (2) years from the termination of this Agreement. Client shall defend, indemnify and hold harmless PCI from any claims by another party that it is entitled to fees for placement of a contractor. PCI's exclusive rights regarding contractor staffing fees and Client's indemnification obligation shall survive any termination of this Agreement.

- c. Consider the contractors and terms proposed by PCI in the CL. Should Client wish to accept the contractor on the terms provided, Client shall acknowledge its acceptance by timely returning the signed CL to PCI. Client understands that time is of the essence and PCI may offer contractor to another client prior to receipt of acceptance by Client. If Client accepts a contractor assignment, Client will pay hourly/daily rate, applicable call rates (weeknights, weekend, and service on call), holiday, premium rates (after guaranteed hours), and any and all credentialing fees that may occur in accordance with the CL. Client is responsible for providing, and/or reimbursing PCI for all approved travel expenses outlined in the CL, including, but not limited to, per diem stipend, travel, rental car, and lodging expenses for contractor's locum tenens assignments. Fractional hours will be pro-rated and will be rounded up to each fifteen-minutes/quarter hour. Client will designate an authorized agent to sign Work Logs verifying contractor's hours worked and expenses (if applicable). Client will be invoiced weekly. If Client accepts and then cancels the assignment within thirty (30) days prior to assignment start date, Client is responsible to pay as liquidated damages all fees due for the period covered by the assignment up to a maximum of thirty (30) calendar days. This includes amounts that would have been payable for guaranteed hours and rates, plus any contractor travel expenses accrued by PCI on behalf of Client or incurred by contractor directly and any additional costs caused by the cancellation. If Client terminates the assignment without cause after the assignment start date, Client must provide PCI with thirty (30) days' notice of termination and pay all amounts that would have been payable for guaranteed hours and rates through the termination date, plus any contractor travel expenses accrued by PCI on behalf of Client or incurred by contractor directly.
- d. Retain all rights to billing for healthcare services rendered by the contractor while on assignment. Client determines the type of services performed, performance standards, hours and location of service rendered, but has no control of contractor's diagnoses, clinical judgment, or procedure methodology, which will be based on the contractor's professional medical training.
- e. Client will treat all contractors as independent contractors and not as employees of Client or of PCI. Client will indemnify and hold PCI harmless should a contractor be determined to be an employee of Client or PCI. To the extent permitted by law, Client will defend, indemnify, and hold PCI, its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) resulting from a determination that a contractor is an employee and/or PCI is found to be a joint employer or is jointly responsible. Client will inform PCI within 5 business days after it receives notice of any claim, loss, liability, or demand for which it receives in relation to a contractor's placement with Client. Specifically, pursuant to Labor Code 2810.3, Client will indemnify and hold harmless PCI for any claims for unpaid wages, other wage claims, and workers' compensation claims to the extent allowed by law.
- f. Maintain the responsibility of workplace safety and will indemnify and defend contractor and PCI from all claims and costs that arise from unsafe workplace conditions, occupational safety or health law violations, or acts or omissions of Client's personnel.
- g. Pay PCI a permanent placement fee of (\$18,000) for Nurse Practitioner and Physician Assistants, (\$25,000) for CRNAs and primary care specialties (including Family Practice, Internal Medicine, Pediatrics, Psychiatry, Hospitalist, and Occupational Medicine) and (\$40,000) for all other specialties, upon a contractor presented by PCI, signing an agreement with Client as a permanent placement healthcare provider from presentation date through two (2) years. This provision shall survive termination of this Agreement. This fee must be paid in full prior to the first day the contractor performs services in the permanent position. This fee applies for any contractor presented by PCI, regardless of whether that contractor was accepted by Client for a locum tenens assignment. If the contractor has been on assignment, the locum tenens fees shall be assessed up to the

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STAFFING INDUSTRY ANALYSTS
**2017
BEST
Staffing Firms
to Work For**

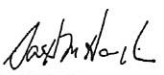
date the permanent placement fee is paid. Once the permanent placement fee is paid, PCI shall not assess further fees for that contractor except for any outstanding travel and housing costs, if any. PCI shall have no liability for Client's hiring decision.

- h. During the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, client will not, in any manner, directly or indirectly, negotiate with or entice any contractor introduced, by CV or otherwise, by PCI to directly practice in the community or affiliate with the Client, except for recruitment purposes as noted above. Client understands that any negotiations or agreements, whether written or verbal, having the effect of causing a contractor to directly or indirectly engage in the practice of medicine for any clinic, group, or organization referenced above shall be prohibited, unless the above permanent placement is paid to PCI. This prohibition includes acting as an owner, partner, agent, or employee of any person, firm, or corporation engaged in such business, or being interested directly or indirectly in any such business conducted by any person, firm, or corporation.
4. General Provisions:
- a. All payments are due upon receipt of Invoice. Client will reimburse PCI for any charges PCI incurs due to insufficient funds of a returned check from Client. Client shall pay a late fee equivalent to 1.5% of the amount due for payments that are not received within fourteen (14) days after the payment due date. Client further agrees to reimburse PCI for reasonable attorney's fees and collections costs in the event they become necessary to collect fees owed to PCI. PCI reserves the right to require pre-payment from Client if, in its sole discretion, Client's credit and payment history warrant doing so. PCI will bill actual charges and credit those charges against any pre-payments made. Should a credit balance result after reconciliation, PCI will, at its discretion, refund the difference or apply the credit toward future fees or costs related to ongoing assignments.
- b. This Agreement is governed by and interpreted in accordance with the laws of the state of California. This Agreement is executed in Orange County, California and the parties consent to the jurisdiction of the court in Orange County, California, for any action that may arise in connection with this Agreement.

NALTO

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PLACES
TO WORK™**



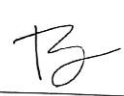


Signature
Garth Hamblin

Printed Name
CFO

Title
11 / 12 / 2021

Date



Patrick M. Deeny
Executive Vice President
11 / 12 / 2021

Date

TITLE	PCI-BBUC Locum Tenens Service Agreement
FILE NAME	PCI-BBUC Locum Te...ice Agreement.pdf
DOCUMENT ID	2a9b1960a066e0c140efb18c3b0f8600f7baa1fc
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Completed

Document History



11 / 12 / 2021
11:58:01 UTC-8

Sent for signature to Garth Hamblin
(garth.hamblin@bvchd.com) and Patrick Deeny
(pdeeny@pacificcompanies.com) from
pdeeny@pacificcompanies.com
IP: 72.194.126.4



11 / 12 / 2021
12:19:06 UTC-8

Viewed by Garth Hamblin (garth.hamblin@bvchd.com)
IP: 166.205.107.101



11 / 12 / 2021
12:21:29 UTC-8

Signed by Garth Hamblin (garth.hamblin@bvchd.com)
IP: 166.205.107.101



11 / 12 / 2021
12:59:21 UTC-8

Viewed by Patrick Deeny (pdeeny@pacificcompanies.com)
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11 / 12 / 2021
12:59:34 UTC-8

Signed by Patrick Deeny (pdeeny@pacificcompanies.com)
IP: 104.28.85.103



COMPLETED
12:59:34 UTC-8

The document has been completed.



PRIMARY CARE RATE SHEET

7.2021

2021 Locum Tenens Rate Guide

(c) 2021 Pacific Companies, Inc.

Primary Care Specialty	Hourly Rate		Premium Rate Per Hour		Holiday Rate Per Hour		Weeknight Call Rate Per Night (Patient Contact Not Included)		Weekday & Weekend Call Rate Per 24 Hours (Includes 2 Hrs of Patient Contact)		Additional Hourly Rate After 2 Hrs	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Family Practice	166.00	195.00	249.00	292.50	249.00	292.50	332.00	390.00	1328.00	1560.00	249.00	292.50
Internal Medicine	166.00	195.00	249.00	292.50	249.00	292.50	332.00	390.00	1328.00	1560.00	249.00	292.50
Occupational Medicine	181.00	209.00	271.50	313.50	271.50	313.50	362.00	418.00	1448.00	1672.00	271.50	313.50
Pediatrics	152.00	180.00	228.00	270.00	228.00	270.00	304.00	360.00	1216.00	1440.00	228.00	270.00
Urgent Care	180.00	202.00	270.00	303.00	270.00	303.00	360.00	404.00	1440.00	1616.00	270.00	303.00



Recommendation for Action

Date: December 01, 2021

To: Board of Directors

From: Evan Rayner, CEO and Garth Hamblin, CFO

Re: Big Bear Urgent Care Inc. Check Signing

Handwritten signatures of Evan Rayner and Garth Hamblin in black ink.

Recommendation:

To approve Evan Rayner, CEO as an authorized official signer of the Big Bear Urgent Care Inc. checking account.

Discussion:

First Foundation Bank has asked that the Board of Directors approve Mr. Rayner as the authorized official to sign all checks related to Big Bear Urgent Care Inc.



Recommendation for Action

Date: 01 December 2021
To: Board of Directors
From: Garth M Hamblin, CFO
Re: \$83,852.00 Nondesignated Public Hospital Bridge Loan Program

Recommended Action

Approve attached resolution regrading \$83,852.00 Nondesignated Public Hospital Bridge Loan Program.

Background

As the State of California transitions from PRIME (a program we have been part of for several years) to QIP (a similar but revised program) there will be a delay in payments. To assist with Cash Flow issues, the State approved the opportunity for a loan to bridge some of the timing gap.

RESOLUTION NO. 21-466

RESOLUTION OF BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
AUTHORIZING EXECUTION AND DELIVERY OF A LOAN AND SECURITY
AGREEMENT, PROMISSORY NOTE, AND CERTAIN ACTIONS IN CONNECTION
THEREWITH FOR THE CALIFORNIA HEALTH FACILITIES FINANCING
AUTHORITY
NONDESIGNATED PUBLIC HOSPITAL BRIDGE LOAN PROGRAM

Nondesignated Public Hospital Bridge Loan Program

WHEREAS, Bear Valley Community Healthcare District (the “Borrower”) is a nondesignated public hospital as defined in Welfare and Institutions Code Section 14165.55, subdivision (l), excluding those affiliated with county health systems pursuant to Chapter 240, Statutes of 2021 (SB 170), Section 25; and

WHEREAS, Borrower has determined that it is in its best interest to borrow an aggregate amount not to exceed **\$83,852.00** from the California Health Facilities Financing Authority (the “Lender”), such loan to be funded with the proceeds of the Lender's Nondesignated Public Hospital Bridge Loan Program; and

WHEREAS, the Borrower intends to use the funds solely to fund its working capital needs to support its operations;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Borrower as follows:

Section 1. The Board of Directors of Borrower hereby ratifies the submission of the application for a loan from the Nondesignated Public Hospital Bridge Loan Program.

Section 2. **Evan J Reyner, CEO; or Garth M Hamblin, CFO** an “Authorized Officer”) is hereby authorized and directed, for and on behalf of the Borrower, to do any and all things and to execute and deliver any and all documents that the Authorized Officer(s) deem(s) necessary or advisable in order to consummate the borrowing of moneys from the Lender and otherwise to effectuate the purposes of this Resolution and the transactions contemplated hereby.

Section 3. The proposed form of Loan and Security Agreement (the “Agreement”), which contains the terms of the loan is hereby approved. The loan shall be in a principal amount not to exceed **\$83,852.00**, shall not bear interest, and shall mature 2 years after execution of the loan (the “Maturity Date”). The Authorized Officer(s) are hereby authorized and directed, for and on behalf of the Borrower, to execute the Agreement in substantially said form that includes the redirection of up to 20% of Medi-Cal reimbursements (checkwrite payments) to Lender in the event of default, with such changes therein as the Authorized

Officer(s) may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The proposed form of Promissory Note (the "Note") as evidence of the Borrower's obligation to repay the loan is hereby approved. The Authorized Officer(s) is (are) hereby authorized and directed, for and on behalf of the Borrower, to execute the Note in substantially said form, with such changes therein as the Authorized Officer(s) may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Date of Adoption: _____

SECRETARY'S CERTIFICATE

I, _____, Secretary of {**BORROWER NAME**}, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Directors of {**BORROWER NAME**} duly and regularly held at the regular meeting place thereof on the ____ day of _____, 20____, of which meeting all of the members of said Board of Directors had due notice and at which the required quorum was present and voting and the required majority approved said resolution by the following vote at said meeting:

Ayes:

Noes:

Absent:

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and is now in full force and effect.

Secretary

Date: _____



Recommendation for Action

Date: 30 November 2021
To: Board of Directors
From: Garth M Hamblin, CFO
Re: Medicare Cost Report - FY 2021 (July 1, 2020 through June 30, 2021)

Recommended Action

Accept / Approve submittal of Medicare Cost Report for the Fiscal Year ended June 30, 2021, signed by Evan J Rayner, CEO.

Background

The Cost Report for our Fiscal Year ended June 30, 2021, (signature / summary page attached) shows an amount due to BVCHD of \$242,337.

Wipfli, LLP, prepared the Cost Report and David Perry of QHR Hreviewed the Cost Report.

This report is required by law (42 USC 1395g; 42 CFR 413.20(b)). Failure to report can result in all interim FORM APPROVED payments made since the beginning of the cost reporting period being deemed overpayments (42 USC 1395g).

OMB NO. 0938-0050
EXPIRES 03-31-2022

HOSPITAL AND HOSPITAL HEALTH CARE COMPLEX COST REPORT CERTIFICATION AND SETTLEMENT SUMMARY	Provider CCN: 05-1335	Period: From 07/01/2020 To 06/30/2021	Worksheet S Parts I-III Date/Time Prepared: 11/30/2021 12:11 pm
--	-----------------------	---	--

PART I - COST REPORT STATUS

Provider use only	1. <input checked="" type="checkbox"/> Electronically prepared cost report	Date: 11/30/2021	Time: 12:11 pm
	2. <input type="checkbox"/> Manually prepared cost report		
	3. <input type="checkbox"/> If this is an amended report enter the number of times the provider resubmitted this cost report		
	4. <input type="checkbox"/> Medicare Utilization. Enter "F" for full or "L" for low.		
Contractor use only	5. <input type="checkbox"/> Cost Report Status (1) As Submitted (2) Settled without Audit (3) Settled with Audit (4) Reopened (5) Amended	6. Date Received: 7. Contractor No. 8. <input type="checkbox"/> Initial Report for this Provider CCN 9. <input type="checkbox"/> Final Report for this Provider CCN	10. NPR Date: 11. Contractor's Vendor Code: 4 12. <input type="checkbox"/> If line 5, column 1 is 4: Enter number of times reopened = 0-9.

PART II - CERTIFICATION

MISREPRESENTATION OR FALSIFICATION OF ANY INFORMATION CONTAINED IN THIS COST REPORT MAY BE PUNISHABLE BY CRIMINAL, CIVIL AND ADMINISTRATIVE ACTION, FINE AND/OR IMPRISONMENT UNDER FEDERAL LAW. FURTHERMORE, IF SERVICES IDENTIFIED IN THIS REPORT WERE PROVIDED OR PROCURED THROUGH THE PAYMENT DIRECTLY OR INDIRECTLY OF A KICKBACK OR WERE OTHERWISE ILLEGAL, CRIMINAL, CIVIL AND ADMINISTRATIVE ACTION, FINES AND/OR IMPRISONMENT MAY RESULT.

CERTIFICATION BY CHIEF FINANCIAL OFFICER OR ADMINISTRATOR OF PROVIDER(S)

I HEREBY CERTIFY that I have read the above certification statement and that I have examined the accompanying electronically filed or manually submitted cost report and the Balance Sheet and Statement of Revenue and Expenses prepared by BEAR VALLEY COMMUNITY HOSPITAL (05-1335) for the cost reporting period beginning 07/01/2020 and ending 06/30/2021 and to the best of my knowledge and belief, this report and statement are true, correct, complete and prepared from the books and records of the provider in accordance with applicable instructions, except as noted. I further certify that I am familiar with the laws and regulations regarding the provision of health care services, and that the services identified in this cost report were provided in compliance with such laws and regulations.

☐ I have read and agree with the above certification statement. I certify that I intend my electronic signature on this certification statement to be the legally binding equivalent of my original signature.

Encryption Information

ECR: Date: 11/30/2021 Time: 12:11 pm
EYtoF8s8J6LrE29YkWD2CHUL4KS0
EZsiz0RgFun4610I17:h:LHydJX27
mh6F0XLD1T0ws61k

PI: Date: 11/30/2021 Time: 12:11 pm
iVbv2DvbI5TDe1Ewa0LQaAV1lvRCR0
NX9e70af0HAOH1b18u706h8SG2kqBT
x1FZ0ijQ470uvkyb

(Signed)

Officer or Administrator of Provider(s)_____
Title_____
Date

	Title V	Title XVIII		HIT	Title XIX	
		Part A	Part B			
	1.00	2.00	3.00	4.00	5.00	
PART III - SETTLEMENT SUMMARY						
1.00 Hospital	0	38,971	399,491	0	0	1.00
2.00 Subprovider - IPF	0	0	0		0	2.00
3.00 Subprovider - IRF	0	0	0		0	3.00
5.00 Swing Bed - SNF	0	63,199	0		0	5.00
6.00 Swing Bed - NF	0				0	6.00
7.00 SKILLED NURSING FACILITY	0	0	0		0	7.00
10.00 RURAL HEALTH CLINIC I	0		-270,365		0	10.00
10.01 RURAL HEALTH CLINIC II	0		11,041		0	10.01
200.00 Total	0	102,170	140,167	0	0	200.00

The above amounts represent "due to" or "due from" the applicable program for the element of the above complex indicated.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0050. The time required to complete and review the information collection is estimated 673 hours per response, including the time to review instructions, search existing resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving the form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Report Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850. Please do not send applications, claims, payments, medical records or any documents containing sensitive information to the PRA Reports Clearance Office. Please note that any correspondence not pertaining to the information collection burden approved under the associated OMB control number listed on this form will not be reviewed, forwarded, or retained. If you have questions or concerns regarding where to submit your documents, please contact 1-800-MEDICARE.

Thank you Bear Valley Family for our Partnership					
	QHR Solution	Leader	Coverage	2021	Comments
Key	Focus Items This Month	Focus Items This Year	Completed This Year	Updated This Month	
Coverage	WIC - Within Contract				
Strategy & Positioning	Ongoing Strategy Advisement	Ryan Nestruck	WIC	Ongoing support for the Strategic Plan. Quarterly check-ups with the Board/Hospital.	Business Plan and Strategy review presented to Board in September.
	Recruitment for new CEO	Region VP	WIC	Begin search for new CEO. John leaving at end of October 2021.	New CEO hired-Evan Rayner. Start date Nov 15th.
	Strategic Plan	Ryan Nestruck	WIC	Process started in May 2020. Covid caused delays in finalization.	Plan completed, Board retreat in November 2020, adopted by Board in January 2021.
Clinical & Compliance	Urgent Care Transisiton/Start-up	Region Team	WIC	Transition begun Oct 1, 2021.	UCC transaction has been completed. Renovations underway. Provider staffing being addressed. Weekly calls being held to finalize operational start-ups.
	Urgent Care Analysis/Proforma	Region Team	WIC	Project begun August 2019.	Analysis completed. Contracts reviewed. Purchase completed October 1, 2021.
	Medical Stabilization Program	Keith Jackson	Add-on	Contract approved Dec 2020. Unit opened Feb 2021.	Physician coverage being finalized. Operational issues being addressed by QHR with Administration.
	Environmental Services Assessment	Terry Norris	WIC	Project approved	Project completed October 2020.

	QHR Solution	Leader	Coverage	2021	Comments
Financial & Operations	Monthly Operations Review	Region Team	WIC	Held Monthly on 2nd Monday	Calls with BVCHD admin, QHR Region Team, Support Team
	Comparative Data Analysis	Leslie Roney	WIC	Perfomed Monthly	Results are reported in rankings report distributed to hospital monthly. See graphs below.
	Managed Care Contract Review	Wanda Wright	WIC	Project started March 2021	Negotiations with Heritage ongoing. Call held to coordinate efforts with CA representative. At the point of giving notice to State Insurance Commission.
	QPA/GPO Review	PLUS Team	WIC	Project performed on an annual basis.	Annual report to be completed and sent to Hospital Q1 2022.
	COVID-19 Supply Focus	PLUS Team	WIC	QHR PLUS Warehouse Operating	Three orders requested/completed FY to date.
	Financial Ops Review (FOR)	Region Team	WIC	Information received in April	Information reviewed, letter sent to CFO. No findings noted.
	Price Transparency	CPSI	WIC	Project started October 2020	Finalized and implemented in January 2021.
	Contractual Accounting Review	David Perry	WIC	Review started January 2021	Report completed. No findings noted.
	Cost Report Review	David Perry	WIC	Review to begin when cost report completed by accounting firm.	Review completed with no changes. Report submitted.

	QHR Solution	Leader	Coverage	2021	Comments
Trustee Education	Governance Webinars	QLI	WIC	Second Tuesday each month	See monthly listing below.
	National Trustee Conference with Trustee Essentials	QLI	WIC	Q1 2022-Wigwam Resort Phoenix, AZ	
	Board Self-Assessment	Region Team	WIC	Schedule Q1 2022	
	Regional Conferences	QLI	WIC	Three regional conferences being developed	John and Connie attended the Boston conference.
Leadership Education & Development	QLI Webinars and Leadership Development	QLI	WIC	Various Throughout The Year	
	HFR Regulatory Updates	HFR	WIC	Updates sent daily/monthly as dictates.	
	Director Leadership Series	QLI	Add-on	Board approved QHR onsite program in Feb 2021.	"Leading From the Middle" completed August 2021
	CEO Evaluation	Region VP	WIC	Annual evaluation to begin August 2021	Evaluation completed. Presented at Oct Board meeting.
	CFO Evaluation	Region VP	WIC	Annual evaluation to begin August 2021	Evaluation completed. Presented at Oct Board meeting.

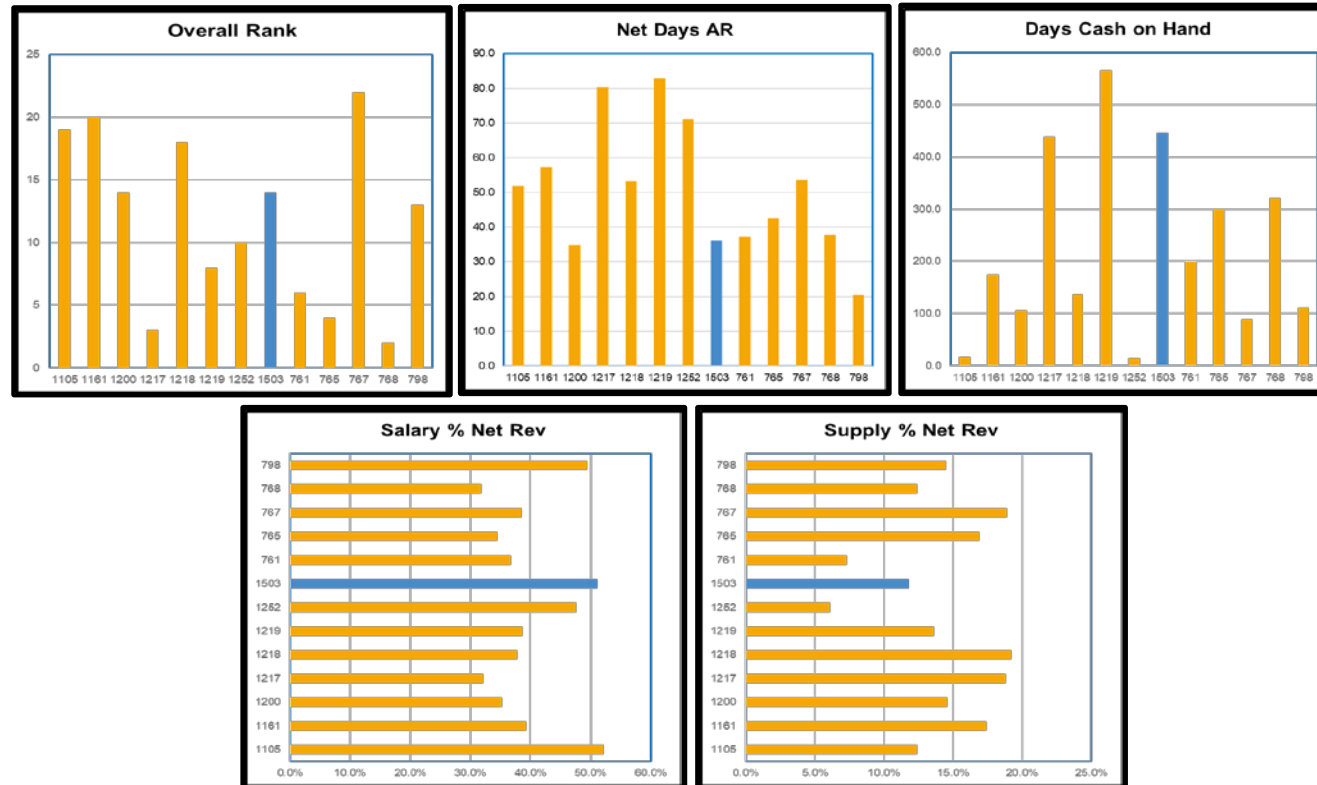
QHR Region Team and Internal Consulting Hours		
	2020	2021 YTD
Region Team	340	405
Internal Consultants	286	254
Total:	626	659

Key Contract Items
Hospital Annual Professional Fee = \$320,488 Current Contract November 1, 2020 - October 31, 2026 Mutual 90-day window to terminate October 31, 2024 Original Contract Date: June 25, 2015
Medical Stabilization Unit Annual Professional Fee = \$183,600 Current Contract January 1, 2021 - December 31, 2025 Mutual 90-day window to terminate December 31, 2023 Original Contract Date: January 1, 2021

Estimated Annual Benefits & Savings 12 Month Totals		
QHR Business Partnership Benefits		
	2020	2021 YTD
HPG Discounts	\$ 218,188	\$ 225,951
HPS Rebates	\$ 10,917	\$ 9,211
GPO Group Savings	\$ 6,922	\$ 7,018
Strategic Service Partner	\$ 61,245	\$ 67,452
Total:	\$ 297,272	\$ 309,632
Other QHR Business Partnership Benefits		
MD Buyline	\$ 10,000	\$ 10,000
AHA Dues Discounts	\$ 8,597	\$ 3,931
J & J QPA Rebate	-	\$ 47
Consulting (Region Team)	\$ 68,000	\$ 81,000
Consulting Engagements	\$ 57,200	\$ 50,800
Total:	\$ 143,797	\$ 145,778
Partnership Education Benefit		
Direct Employee Education	Trustee Quick Reference Guide	
QLI Monthly Education Offerings	Board Esessential Workshop	
Regional Education Conferences	Monthly Trustee Education Webinars	
Board Specific Education Action Plan	Monthly/Daily Regulatory Updates	
National QHR Trustee Conference	HealthTrust University	
Other Benefits		
New Compliance Director Support	Cost Report Review and Analysis	
Urgent Care Assessment, Structure, Planning	QHR Best Practices	
Managed Care Payor Yield Assessment	Accounts Receivable Review and Analysis	
Contractual Allowance & Bad Debt Analysis	Strategic Plan and Quarterly Updates	
Community Health Needs Assessment	CEO Recruitment	

Bear Valley QHR QPA/Plus Summary									
Desc	Spend			Savings \$\$s			QHR AF		
	2019	2020	Variance	2019	2020	Variance	2019	2020	Variance
SSP	\$2,440,068.00	\$2,694,883.21	\$254,815.21	\$54,447.00	\$61,244.91	\$6,797.91	\$8,976.00	\$36,602.13	\$27,626.13
HPG	\$1,533,998.00	\$2,280,772.29	\$746,774.29	\$136,988.00	\$297,918.57	\$160,930.57	\$22,438.00	\$10,291.70	-\$12,146.30
Total:	\$3,974,066	\$4,975,656	\$1,001,590	\$191,435	\$359,163	\$167,728	\$31,414	\$46,894	\$15,480
Notes: SSP - Strategic Service Partners									
HPG - Healthcare Purchasing Group - HPG savings do not include savings from capital equipment & services purchases. These saving are not included due to the complex & custom nature of those contracts.									
QPA Administrative Fees - A formal disclosure letter is sent out annually to the Board Chair and CEO (these AF are industry standard paid by Vendors to QHR QPA/PLUS).									

Critical Access Hospitals: Comparison Ranking Charts - October 2021 Data



QHR Learning Institute (QLI) Education Information Section		
2021 Trustee Webinars - 2nd Tuesday @ 12 PM CST		BVCHD Participants
Jan 12	COVID-19 Vaccine Update	1
Feb 9	ASC Ownership Benefits	
Mar 9	Case Management	1
Apr 13	Behavioral Health	
May 11	Supply Chain	
June 8	Intro to Medicare Reimbursements & Hot Topics	1
Jul 13	Compliance Update	
Aug 10	315	
Sept 14	Technology Services	
Oct 12	Aligning Marketing Strategies with Hospital Business Objectives	
Nov 9	Revenue Cycle	
Check out all Webinars through the link below Be sure to add these dates to you calendar! Visit https://qhr.com/learning-institute/ to register		



QHR Health COVID-19 ASSISTANCE

- Developed a **COVID-19 Task Force** with Resources Website
[QHR Health COVID-19 Online Resource Center.](#)
Or <https://qhrcovid19.com/>
 - Taskforce providing support & guidance on:
 - Finance & Reimbursement
 - FEMA Assistance
 - Supply Chain & Pharmacy
 - Clinical Care & Survey Readiness
 - Includes Podcasts on key areas of focus
- Set up **PPE Warehouse & Distribution Program**
 - For QHR Health Hospital Families *only*
 - Actively working with Supply Chain Leaders at all Facilities
 - Assisting an average of 38 Hospital Families a week
 - Up and running since April 1, 2020
 - **BVCHD received support 3 times (N95 Masks, Isolation Gowns, Nitrile Gloves)**
- Published **QHR Health Post-COVID Operational Playbook Vols. 1 & 2**
 - Covers US Government's guidelines for reopening our Country's healthcare system complemented with QHR suggested best practices focused on:
 - Restart Readiness
 - Capacity & Utilization
 - Service Changes
 - Revenue Integrity & Reimbursement Due Diligence
 - Regulatory & Compliance
 - Communications & Strategy
- **Financial, Funding & Reimbursement Options Federal & State**
 - Monitoring, developing & recommending plans for all three phases of Government response for financial support (i.e.: Accelerated Payments, Grants, Loans, Future Cost Reporting)
- Established **Shared Service Centers**
 - COVID-19 Patient Triage
 - CARES Act / Federal & State Funding Options - Identification, Application & Tracking

QHR Regional Team		
Team Member & Position	Phone	Email
Regional Team		
Woody White, CPA - Vice President	561.644.5391	wwhite@qhr.com
Leslie Roney - Regional Financial Analyst	615.400.7220	lroney@qhr.com
Support Team		
David Perry - VP Healthcare Finance & Reimbursement	615.371.4703	dperry@qhr.com
John Waltko - VP Regulatory & Financial Reporting	615.371.4678	jwaltko@qhr.com
Wanda Wright - AVP Managed Care	704.999.8890	wwright@qhr.com
Lisa Boston - AVP Compliance Consulting	225.337.3155	lboston@qhr.com
Jo Piland - Manager QHR Health Learning Institute	615.371.4842	jpiland@qhr.com
Sue Dorsey - Director SSP, QHR PLUS Services	615.427.3631	sdorsey@myplusnow.com
Peter Miessner - VP ResolutionRCM	281.415.8388	pmiessner@qhr.com
Ryan Nestrick - Senior Director Strategy	847.533.0759	rnestrick@qhr.com
Jonathan Boatwright - Manager SSP, QHR PLUS Services	615.371.4932	jboatwright@myplusnow.com
Scott Nation - VP ASC Services	423.653.6620	snation@qhr.com
Erika Sundrud - VP Care Transformation	617.838.2496	esundrud@qhr.com



CNO Monthly Report

TOPIC	UPDATE
1. Regulatory	<ul style="list-style-type: none"> ▪ Preparing Program Flexibilities for annual submission ▪ Working on CMS/ CDPH Vaccine Mandates for Healthcare workers ▪ CDPH issued two health orders that affect the district: <ul style="list-style-type: none"> ○ All visitors within the hospital must be vaccinated or test negative within the prior 72 hours ○ All staff must be vaccinated. Those that have religious or medical exemptions are required to test twice/ week.
2. Budget/Staffing	<ul style="list-style-type: none"> ▪ We are experiencing difficulties in recruiting Registered Nurses. ▪ 5,000.00 referral bonus in place ▪ 10,000.00 signing bonus in place
3. Departmental Reports	
<ul style="list-style-type: none"> ▪ Emergency Department 	<ul style="list-style-type: none"> ▪ Staffing is a concern as RN positions have not been filled. ▪ Nursing Peer Review program implemented.
<ul style="list-style-type: none"> ▪ Acute 	<ul style="list-style-type: none"> ▪ Medical stabilization program has been on hold due to change in Medical Director. Tentative start date first week of December ▪ QHR on site for MS program review. ▪ Continuing weekly calls with QHR staff for MS implementation plan.
<ul style="list-style-type: none"> ▪ Skilled Nursing 	<ul style="list-style-type: none"> ▪ New DON and ADON have assumed their new positions. ▪ SNF residents continue to be closely monitored for COVID. ▪ Currently no positive residents. ▪ Several vacant positions CNA/ LVN ▪ Several new processes being implemented with initiation of new leadership ▪ 1 self-report made to CDPH for Resident with injury
<ul style="list-style-type: none"> ▪ Surgical Services 	<ul style="list-style-type: none"> ▪ Cataract and Pain management cases are currently being performed. ▪ Working with Dr. Chin to resume general surgery.

▪ Case Management	▪ Case Manager out on FMLA, RN being trained in Case Management
▪ Respiratory Therapy	<ul style="list-style-type: none"> ▪ Ventilators are updated for COVID capability. ▪ Updating RT policies. ▪ PFT services on hold. ▪ Returning RT department to pre-COVID level staffing.
▪ Physical Therapy	<ul style="list-style-type: none"> ▪ Volumes exceeding normal, one traveler position in place. ▪ FTEs may exceed budgeted amounts relative to increase in volume.
▪ Food and Nutritional Services	<ul style="list-style-type: none"> ▪ Working with Culture of Ownership committee to host employee appreciation Holiday events ▪ Hosted crockpot competition ▪ Food vending machine for afterhours/ night staff has been delivered. Working with IT to get the machine ready for credit card processing. ▪ Catered John Friel's retirement party. ▪ Volumes of sales continue to increase each month. ▪ Planning chili cook off.
4. Infection Prevention	<ul style="list-style-type: none"> ▪ Hosted activities for Infection Prevention week: Training, Variance Villa, handwashing pledge, fashion show. ▪ Planning, research and education regarding COVID-19 planning ▪ Reporting COVID cases to Public Health and CDPH L&C ▪ Completing mandatory reporting for COVID-19 for SNF and the District
5. Quality Improvement	<ul style="list-style-type: none"> ▪ SCORE Survey department action plans have implemented and reviewed at the QI meeting. ▪ Care for the Caregiver program continues to be a BETA HEART focus.
6. Policy Updates	<ul style="list-style-type: none"> ▪ Cal OSHA COVID prevention plan in place ▪ New Policy developed for mandatory vaccine plan
7. Safety & Products	<ul style="list-style-type: none"> ▪ Workplace Violence committee continues to make progress on BETA ESWI projects.
8. Education	<ul style="list-style-type: none"> ▪ Education program being established, multiple trainings have already taken place. ▪ Educator completed DSD training to fill in during maternity leave. ▪ Several trainings being developed for staff education. ▪ Working with UCC staff for EHR training and implementation

9. Information Items/Concerns	<ul style="list-style-type: none"> ▪ Received \$100,000 HRSA grant for vaccine confidence. First Federal Financial Report completed Oct. 29th. ▪ Attending many calls related to COVID with HASC, CHA, CDPH. ▪ Closely monitoring COVID trends/ hospital bed utilization throughout the state. ▪ Concerns from ICEMA reported regarding potential winter influenza surge and pediatric surge. ▪ Continuing to provide public vaccination clinics for initial and booster vaccines. ▪ Meeting with UNAC 11/30 to discuss wage increase for RNs that are represented.
<div> <div>Respectfully Submitted by:</div> <div><i>Kerri Jex, CNO</i></div> </div> <div> <div>Date: November 24th, 2021</div> </div>	

2021 Surgery Report

Nov-21		
Physician	# of Cases	Procedures
Chin - MD	0	
Busch - Podiatrist	0	
Critel - CRNA	2	LESI
Critel - CRNA	1	Hip Injection
Tayani	0	Cataracts
Total	3	
Dec-21		
Physician	# of Cases	Procedures
Chin - MD		
Busch - Podiatrist		
Critel - CRNA		
Tayani		
Total	0	

Annual Total

56



CHIEF EXECUTIVE OFFICER REPORT

CEO Information:

A handwritten signature in dark ink, appearing to be "ER", is written over the "CEO Information:" heading.

Covid 19 Vaccine Mandates:

On November 30th a Federal District Court in Louisiana issued a preliminary injunction placing a temporary hold on the enforcement of Centers for Medicare and Medicaid Services vaccine mandate for health care facilities in all states. The federal government is expected to quickly appeal the district court's order to the US Court of Appeals for the 5th circuit and asked the appeals court to stay the District Court preliminary injunction pending appeal. BVCHD will continue its interactions with its employees and completing documentation for religious or medical exemptions, while continuing adherence to state mandate and COVID vaccine until further developments from CMS are revealed. The CMS mandate of having religious or medical exemptions completed or first vaccine by December 6th and the 2nd vaccine by January 04th, 2022; would be a condition of participation to participate in the Medicare program, failure to adhere to this mandate would have jeopardized Medicare funding.

BVCHD continues its pre-COVID 19 activities and patient services while continuing to provide the COVID 19 vaccination clinics to now include booster vaccinations.

Big Bear Urgent Care Inc.:

Big Bear Urgent Care opened on November 22nd, 2021. Facilities teams, IT, and Pharmacy worked diligently on reopening the facility successfully on that date. Providers specifically in the mid-level are a challenge to recruit in which BVCHD is aggressively pursuing permanent candidates. However, in the interim, temporary staffing is being accommodated through our existing providers Dr. Knapik and other rural health providers while also being supplemented by temporary locum's agencies to assist in maintaining the continuity of staying open. BVCHD intends to minimize the use of locums over the course of time and replace it with more permanent mid-levels as our recruitment process continues. Currently the Urgent Care is averaging between 15 and 30 patients a day and is expected to grow as the winter season gains momentum. The facility needs further upgrading including cabinets, IT upgrades and some medication management formalities. Marketing and a Chamber Mixer is being scheduled in the next 30 days.

Planning and Facilities Committee:

Planning and Facilities committee met on December 01, 2021 and reviewed a variety of topics including the Urgent Care update, various real estate strategies, solar panel configuration, a refresh on seismic compliance and master/campus planning and seismic deadlines in 2030. The committee agreed to start meeting more regularly, to review master planning, real estate and strategies and options to meet the 2030 deadline.

Fawnskin Property:

The Fawnskin property Located at 39544 North Shore Drive, Fawnskin closed on November 17th, 2021. This property houses approximately 11 people of which several of the units are double occupancy bedrooms. Administration is reviewing the management, scheduling and prioritization of the available units which could go into use the week of December 5th, 2021. Administration is also reviewing any compliance issues associated with housing for physicians, and prioritization regarding employees, traveler's, provider recruitment and any potential needs for leases or payments by the residents.

Critical Clinical Staff recruitment:

Administration and certain department directors are exploring international critical clinical recruitment. The Laboratory department led by Nancy Seidel; Director of Laboratory services has enabled BVCHD to participate in an International Clinical Laboratory Scientist Sponsorship; sponsoring Clinical Laboratory Scientist from the Philippines for positions at BVCHD. These California Licensed Clinical Laboratory Scientists would be employed through an agency at a much less costly rate than a healthcare registry. The sponsorship would be for three years for an H1B sponsorship for permanent work at BVCHD in which after three years they would become BVCHD employees. These strategies are not unheard of at California hospitals and throughout the US and is a more economical way to fill critical clinical positions on a long-term basis. This important strategy is also a potential for exploring RN's and other critical clinical positions. Administration is currently reviewing a contract from Comtrix Inc. who currently has two CLS available. Estimated saving for reduced CLS registry use is \$300,000 annually.

Rate increase:

The \$2.00 across the Board rate increase approved by the Board of Directors on November 10th was temporarily put on hold till further discussions with UNAC were held and any ramifications of COVID Pay with newly organized Teamsters at BVCHD was reviewed. These discussions have now been held and the rate increase will go into effect in the December 05, 2021 pay period. The COVID discretion pay will be discontinued on December 04, 2021. (Memo attached)

Holiday Christmas party:

BVCHD annual Christmas party is scheduled for December 10th at Wyatt's; doors open at 6:00 pm; Event hours 6:00 pm-10:00 pm.

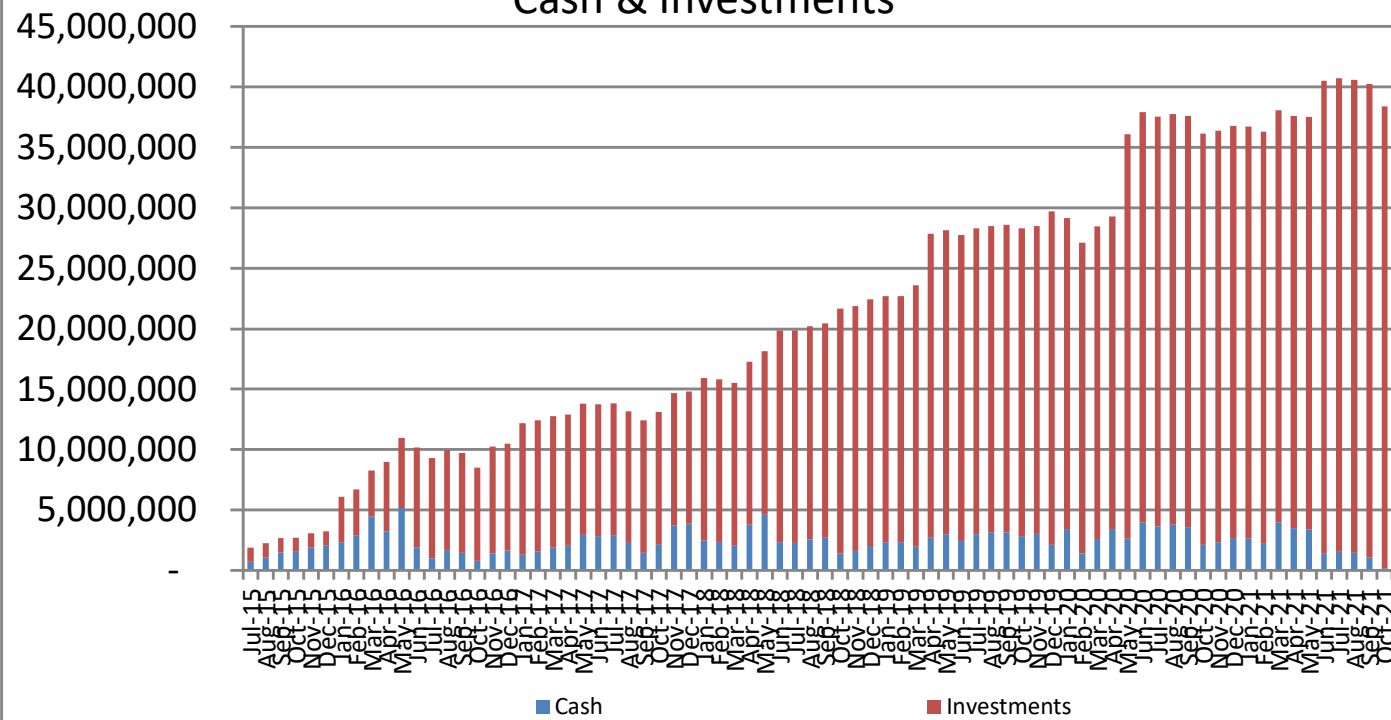


Finance Report
October 2021 Results

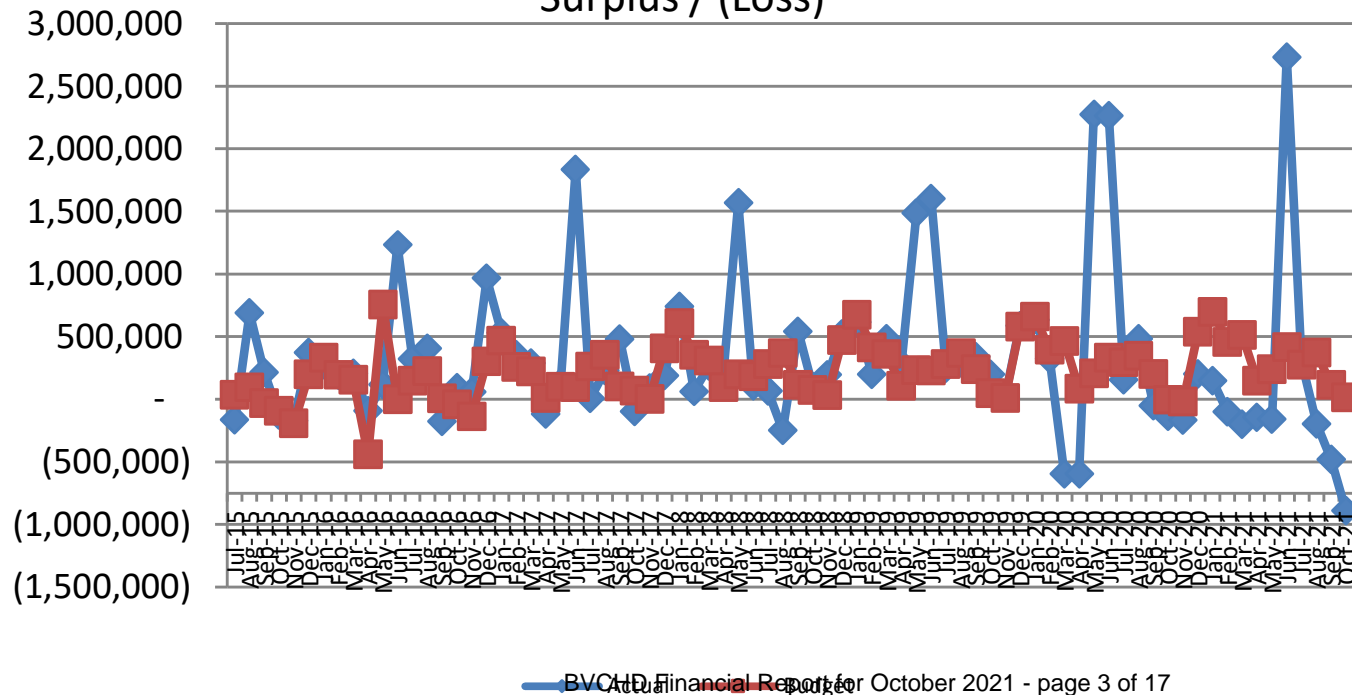
Summary for October 2021

- Cash on hand \$ 218,655
Investments \$38,378,188
- Days Cash on hand, including investments with LAIF – 465
- Loss of \$892,8717 was lower than budgeted surplus
- Total Patient Revenue was 6.5% lower than Budget for the month
- Net Patient Revenue was 15.7% lower than budget
- Total Expenses were 22.1% more than budget

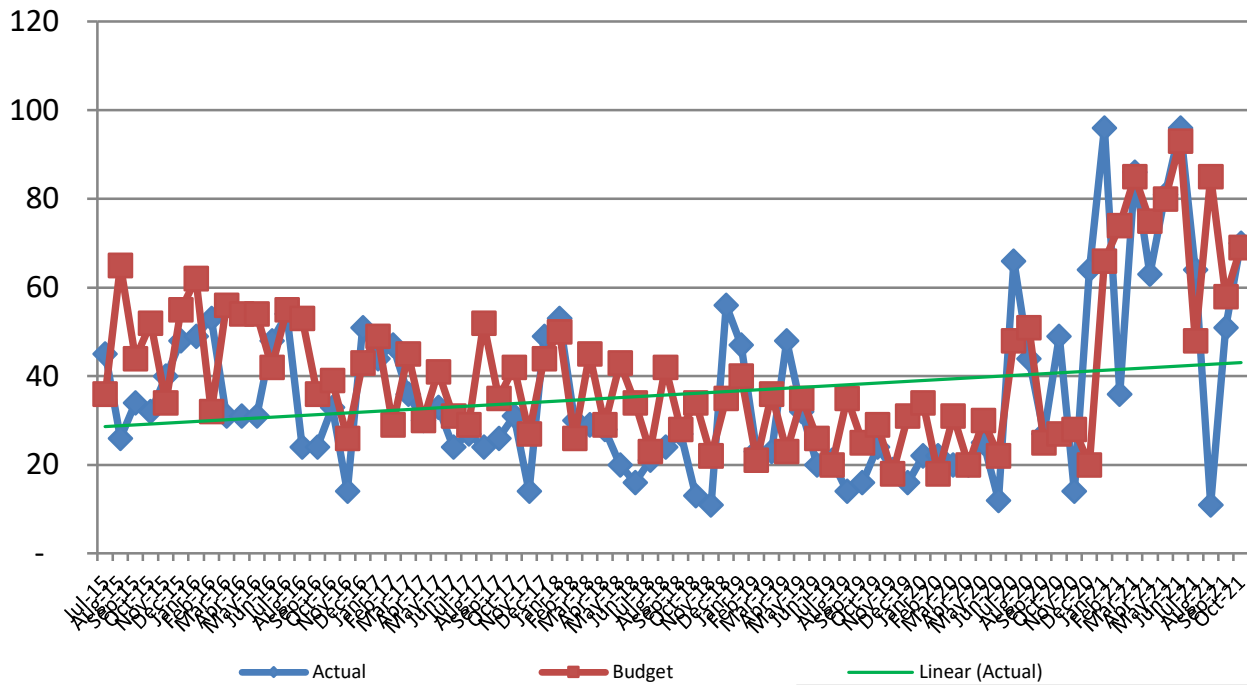
Cash & Investments



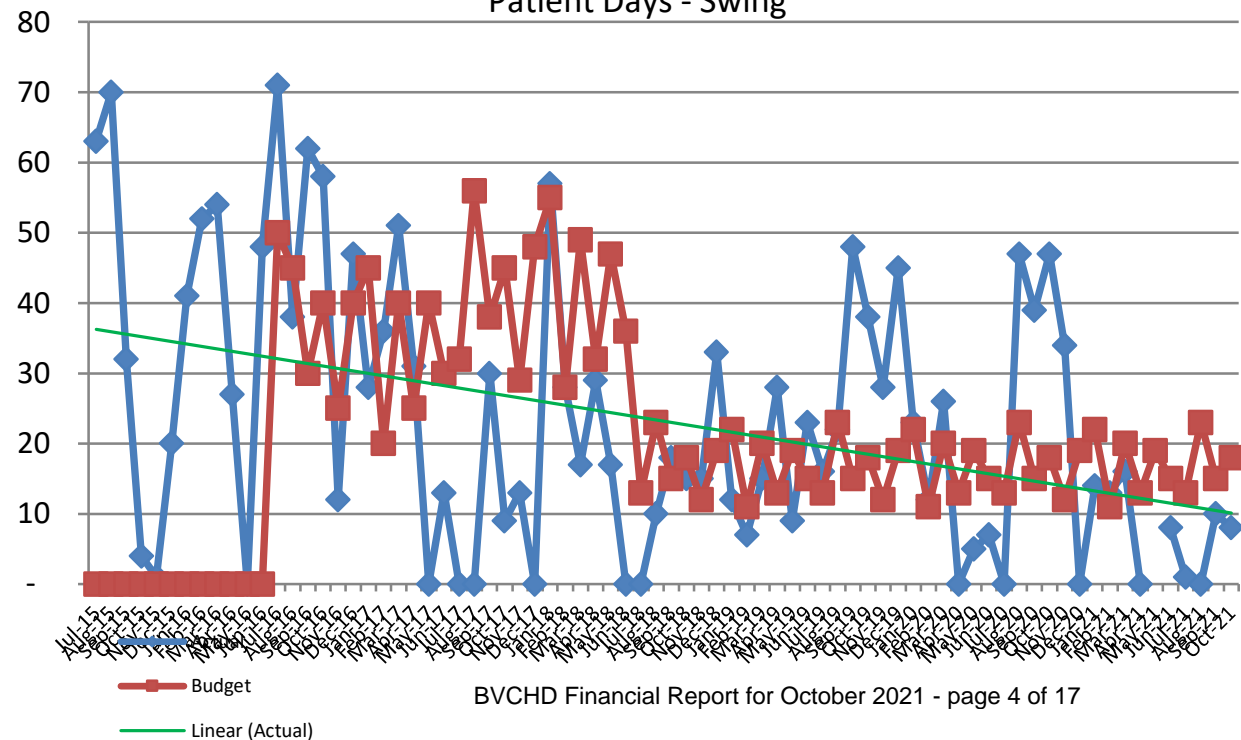
Surplus / (Loss)



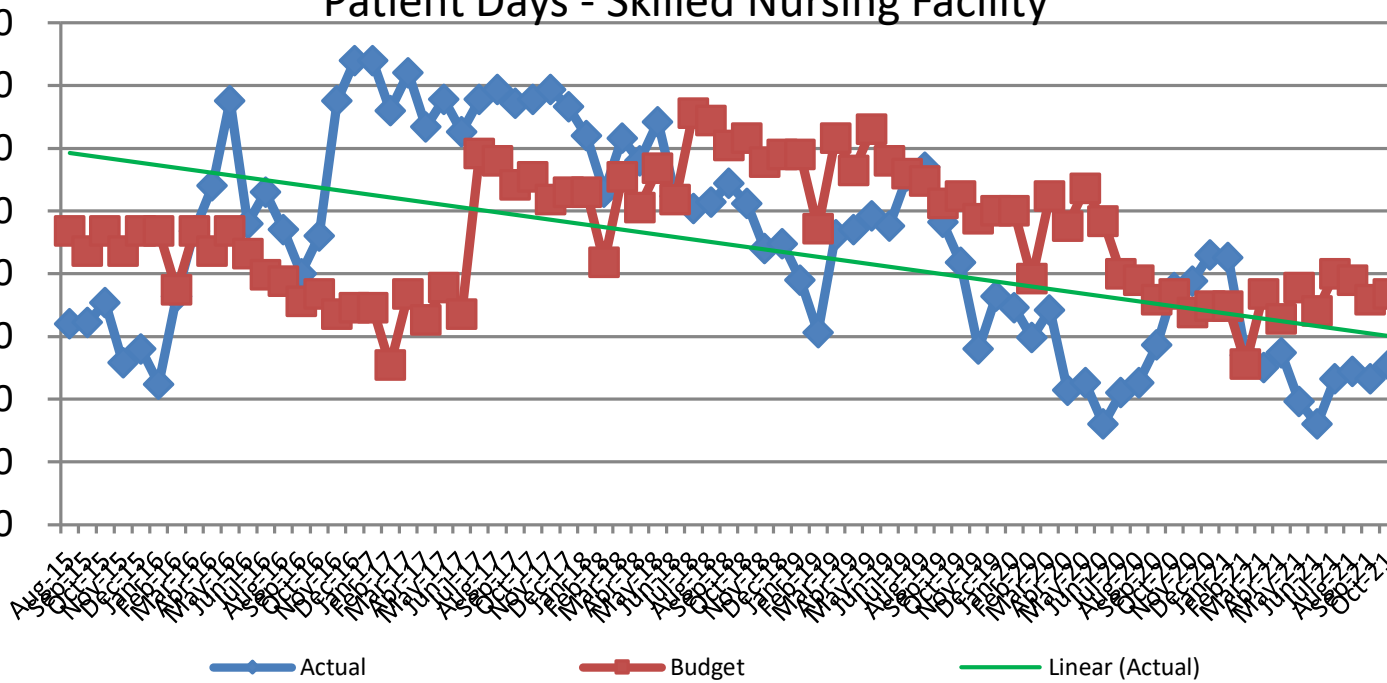
Patient Days - Acute



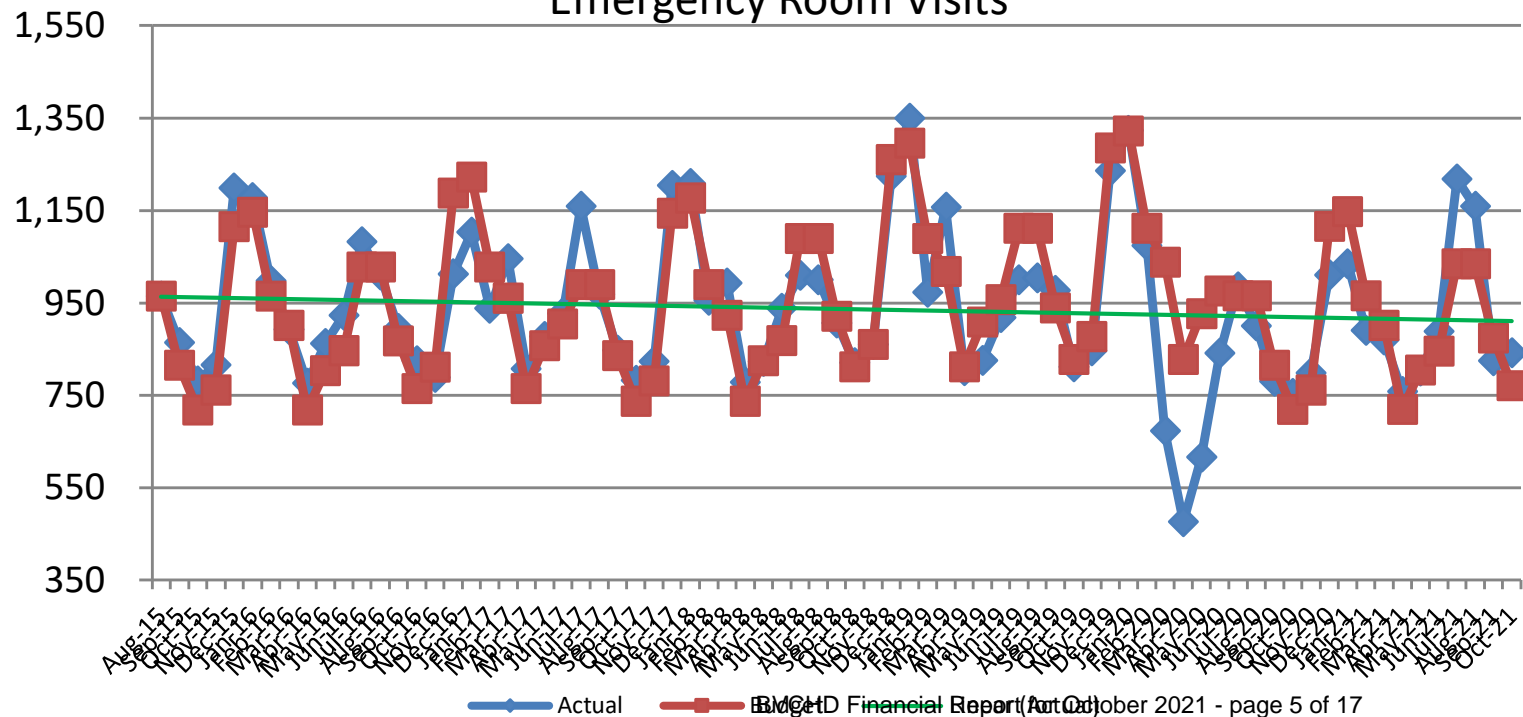
Patient Days - Swing



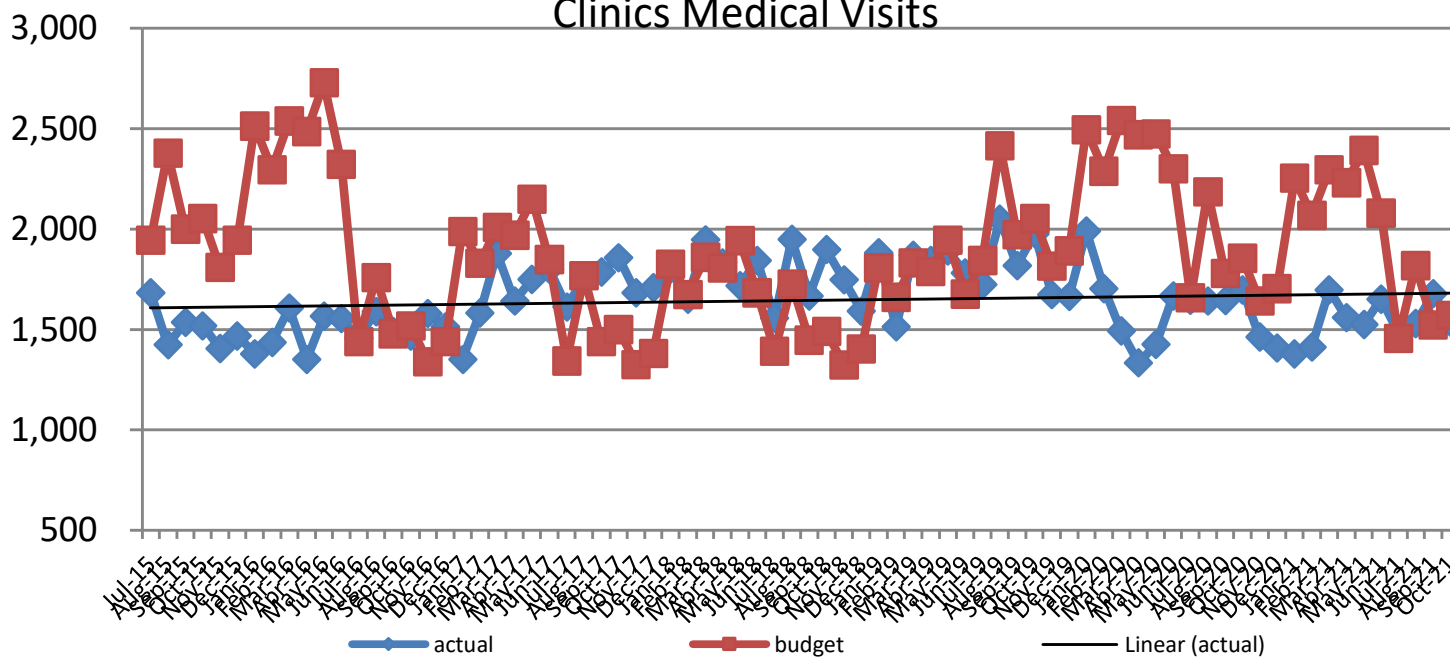
Patient Days - Skilled Nursing Facility



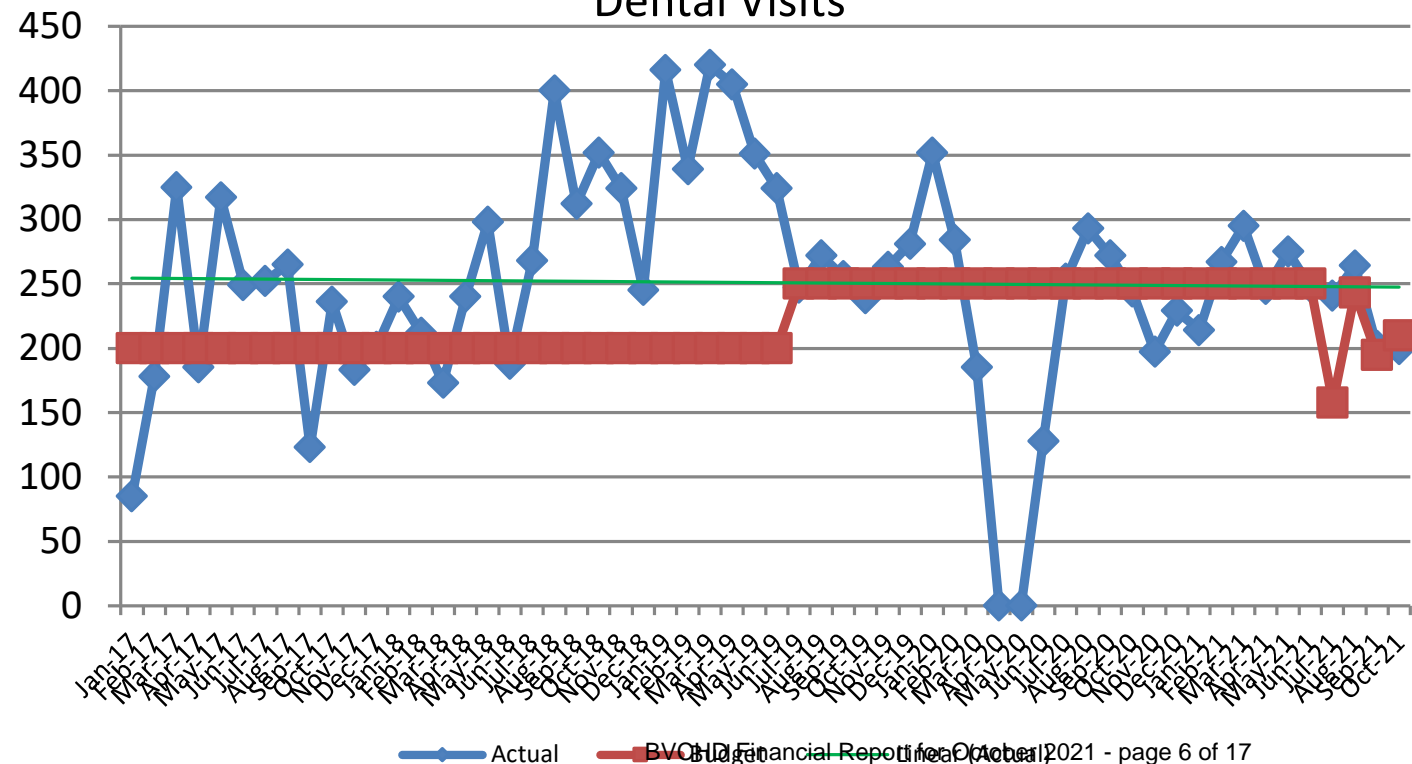
Emergency Room Visits



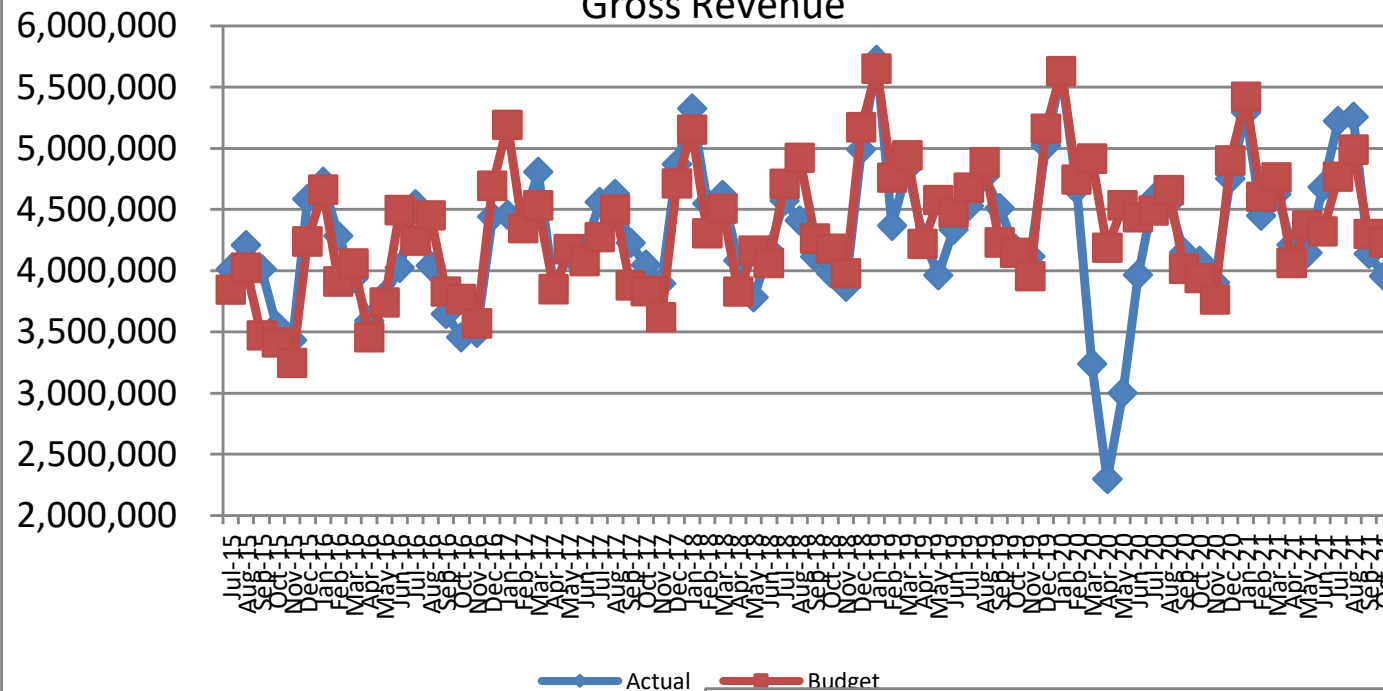
Clinics Medical Visits



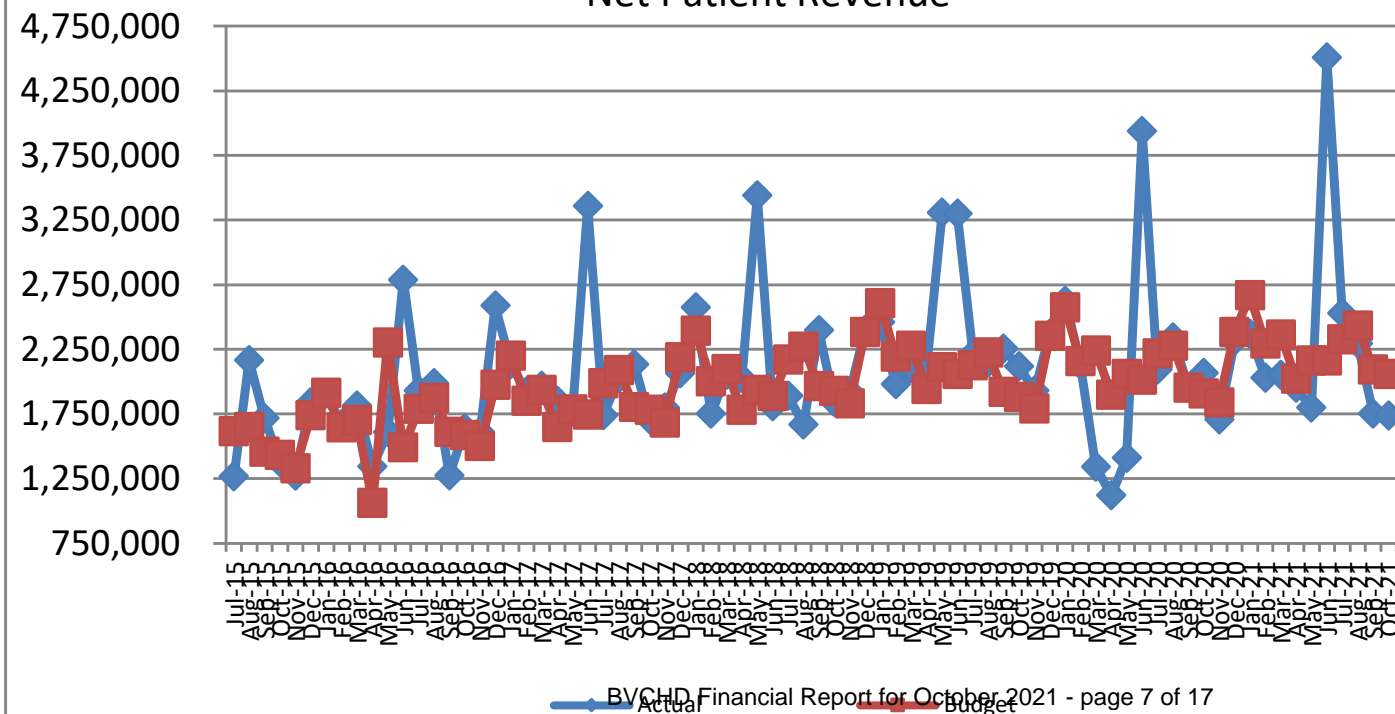
Dental Visits



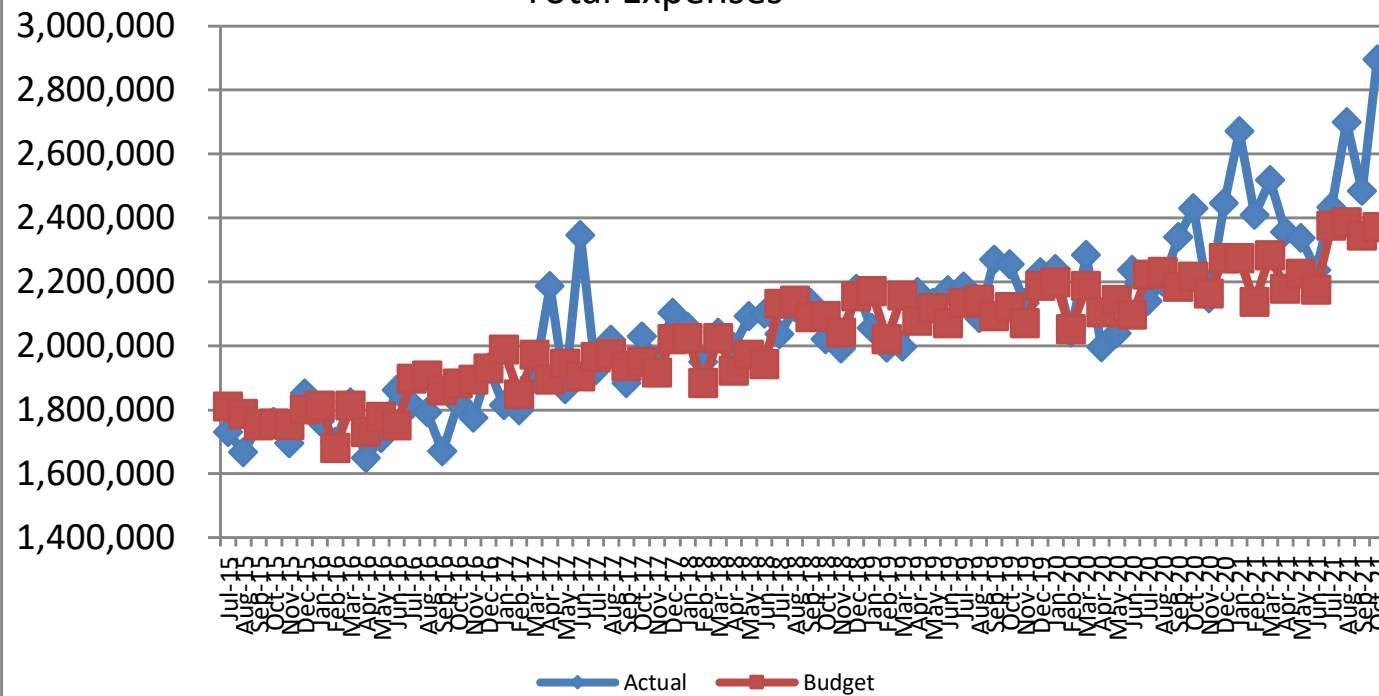
Gross Revenue



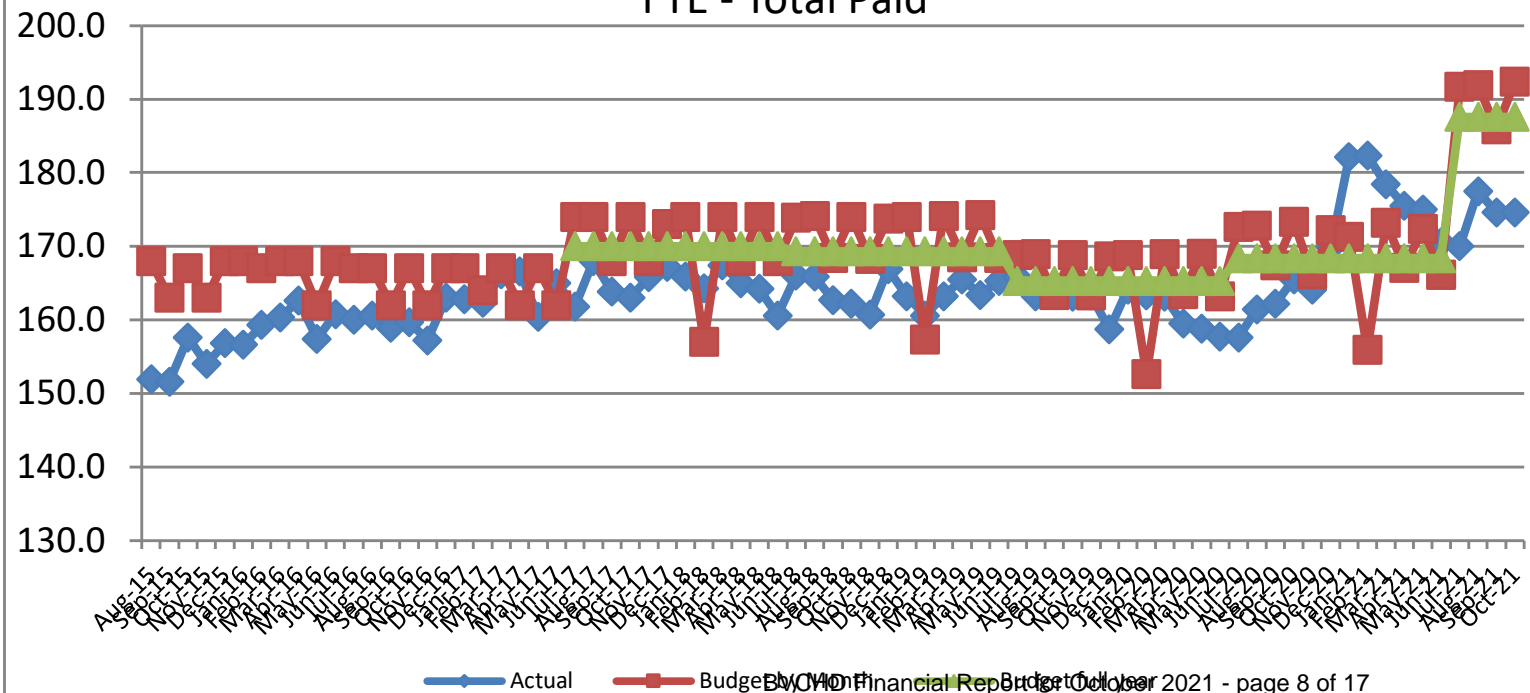
Net Patient Revenue



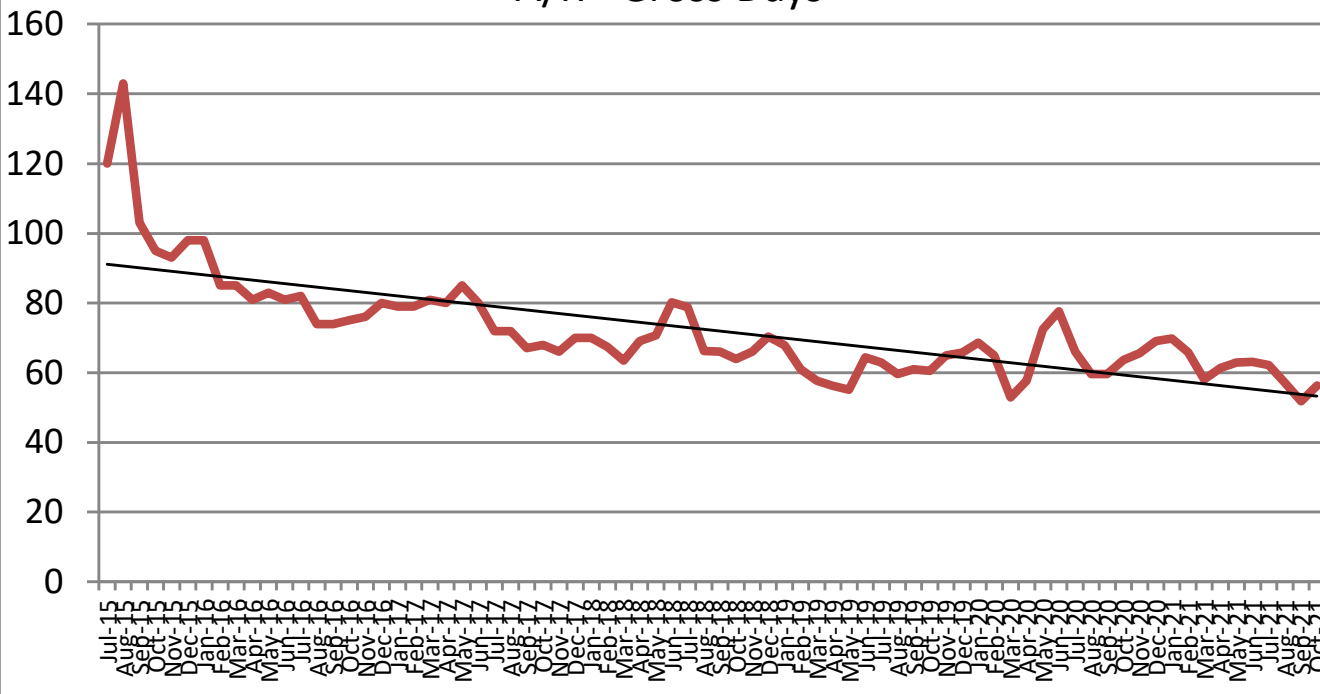
Total Expenses



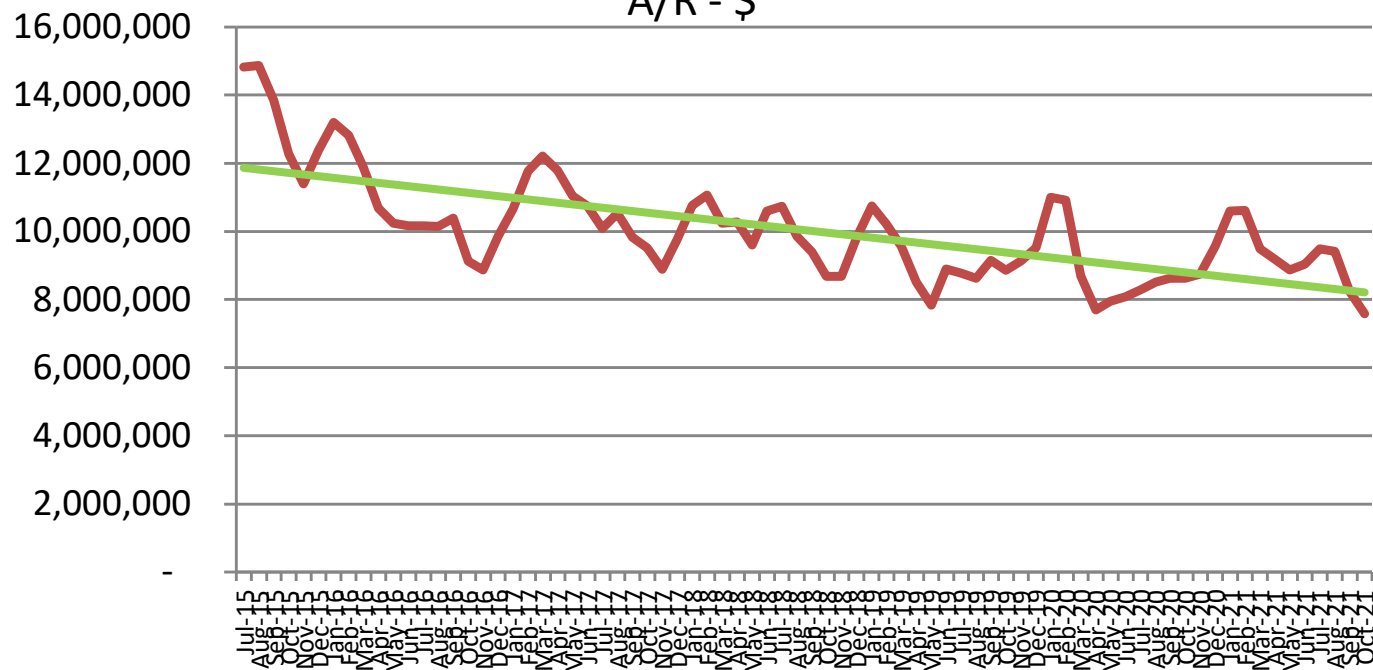
FTE - Total Paid



A/R - Gross Days



A/R - \$





October 2021 Financial Results

For the month . . .

Total Patient Revenue for October 2021 was \$3,954,468. This was 6.5% or \$275,354 lower than budget. Inpatient revenue was 32.2% less than budget for the month. Outpatient revenue was 14.5% lower than budget. Clinic revenue was 3.2% lower than budget. ER revenue was 3.7% lower than budget. Skilled Nursing Facility revenue was 9.9% more than budget.

Total Revenue deductions of \$2,218,491 were more than budget by 2.2% for the month.

Total Operating Revenue was 16.9% lower than our budgeted amount for the month.

Total Expenses of \$2,895,219 were 22.1% more than budget. We recorded \$426,685 for Registry / Travelers in ER and Med / Surg. This was recording expenses since the start of the fiscal year for which we finally received invoices. Supplies expenses continue over budget. Purchased Services were more than budget with contract staffing for SNF, Lab, Radiology, PT, and Security. Insurance expense continues over budget in Property and D & O insurance.

Our Operating Cash and Investments total \$38,378,188 as of the end of month. Total days cash on hand as of the end of October 2021 were 465. The decrease in Cash / Days Cash on Hand are a result of purchase of the Urgent Care Center. Cash collections - \$1,780,002- were down from previous months.

Key Statistics

Acute patient days were 70 for the month, 1% over budget. We had 8 Swing Patient days for the month. Skilled Nursing Facility days of 377 were 13% under budget – our Average Daily Census was 12.16. ER Visits of 842 were 9.2% higher than budget. Clinics Medical visits were 2.2% fewer than budget. Dental visits were 199 for month.

FTE (Full Time Equivalents) for the month were 174.6. We did utilize Registry / Traveler / Contract staff which are not in FTE count.

Year-to-Date (through our first 3 months)

Total Patient Revenue – 1.6% more than budget

Total Revenue Deductions – 9.4% more than budget

Total Operating Revenue – 10.2% under budget

Total Expenses – 10.9% more than budget

Bear Valley Community Healthcare District
Financial Statements October 31, 2021

Financial Highlights—Hospital
STATEMENT OF OPERATIONS

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 20/21	FY 21/22		VARIANCE		FY 20/21	FY 21/22		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
1 Total patient revenue	4,077,968	3,954,468	4,229,822	(275,354)	-6.5%	17,364,213	18,566,885	18,282,731	284,154	1.6%
2 Total revenue deductions	2,010,751	2,218,491	2,171,470	47,021	2.2%	8,908,056	10,258,317	9,374,194	884,123	9.4%
3 % Deductions	49%	56%	51%			51%	55%	51%		
4 Net Patient Revenue	2,067,217	1,735,978	2,058,352	(322,374)	-15.7%	8,456,157	8,308,568	8,908,537	(599,969)	-6.7%
5 % Net to Gross	51%	44%	49%			49%	45%	49%		
6 Other Revenue	27,253	69,102	114,878	(45,776)	-39.8%	215,023	101,608	459,207	(357,599)	-77.9%
7 Total Operating Revenue	2,094,469	1,805,080	2,173,230	(368,150)	-16.9%	8,671,180	8,410,176	9,367,744	(957,568)	-10.2%
8 Total Expenses	2,429,993	2,895,219	2,370,825	524,394	22.1%	9,107,637	10,510,245	9,474,476	1,035,769	10.9%
9 % Expenses	60%	73%	56%			52%	57%	52%		
10 Surplus (Loss) from Operations	(335,524)	(1,090,139)	(197,595)	(892,544)	-451.7%	(436,457)	(2,100,070)	(106,732)	(1,993,338)	-1867.6%
11 % Operating margin	-8%	-28%	-5%			-3%	-11%	-1%		
12 Total Non-operating	199,098	197,269	210,254	(12,985)	-6.2%	883,505	830,160	879,016	(48,856)	-5.6%
13 Surplus/(Loss)	(136,426)	(892,871)	12,659	(905,530)	7153.2%	447,048	(1,269,910)	772,284	(2,042,194)	264.4%
14 % Total margin	-3%	-23%	0%			3%	-7%	4%		

BALANCE SHEET

	A	B	C	D	E
	October	October	September		
	FY 20/21	FY 21/22	FY 21/22	VARIANCE	
				Amount	%
15 Gross Accounts Receivables	8,835,235	8,161,306	8,233,025	(71,719)	-0.9%
16 Net Accounts Receivables	2,823,564	2,266,353	2,473,531	(207,178)	-8.4%
17 % Net AR to Gross AR	32%	28%	30%		
18 Days Gross AR	63.6	56.3	51.8	4.5	8.7%
19 Cash Collections	1,719,813	1,780,002	2,154,677	(374,675)	-17.4%
20 Settlements/IGT Transactions	81,836	67,315	190,267	(122,952)	-64.6%
Stimulus Receipts	-	-	-	-	#DIV/0!
21 Investments	34,014,745	38,159,533	39,159,533	(1,000,000)	-2.6%
22 Cash on hand	2,121,426	218,655	1,085,094	(866,439)	-79.8%
23 Total Cash & Invest	36,136,171	38,378,188	40,244,627	(1,866,439)	-4.6%
24 Days Cash & Invest	508	465	504	(39)	-7.7%
Total Cash and Investments	36,136,171	38,378,188			
Increase Current Year vs. Prior Year		2,242,017			

Bear Valley Community Healthcare District
Financial Statements October 31, 2021

Statement of Operations

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 20/21	FY 21/22		VARIANCE		FY 20/21	FY 21/22		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
Gross Patient Revenue										
1 Inpatient	244,798	137,136	202,189	(65,053)	-32.2%	874,037	569,417	768,070	(198,653)	-25.9%
2 Outpatient	801,463	714,979	836,213	(121,234)	-14.5%	3,064,310	3,281,902	3,357,868	(75,966)	-2.3%
3 Clinic Revenue	317,785	307,913	318,173	(10,260)	-3.2%	1,326,922	1,231,592	1,286,540	(54,948)	-4.3%
4 Emergency Room	2,519,139	2,582,787	2,680,682	(97,895)	-3.7%	11,408,854	12,695,395	12,106,204	589,191	4.9%
5 Skilled Nursing Facility	194,783	211,653	192,565	19,088	9.9%	690,089	788,578	764,049	24,529	3.2%
6 Total patient revenue	4,077,968	3,954,468	4,229,822	(275,354)	-6.5%	17,364,213	18,566,885	18,282,731	284,154	1.6%
Revenue Deductions										
7 Contractual Allow	1,963,358	2,161,012	1,912,927	248,085	13.0%	8,506,337	9,558,990	8,256,683	1,302,307	15.8%
8 Contractual Allow PY	(236,579)	(161,900)	-	(161,900)	#DIV/0!	(883,402)	(478,314)	-	(478,314)	#DIV/0!
9 Charity Care	11,798	3,011	18,160	(15,150)	-83.4%	93,324	56,840	78,494	(21,654)	-27.6%
10 Administrative	(1,853)	470	4,739	(4,269)	-90.1%	12,357	80,929	20,482	60,447	295.1%
11 Policy Discount	16,004	21,686	14,585	7,101	48.7%	56,911	81,845	63,040	18,805	29.8%
12 Employee Discount	1,305	14,258	8,807	5,451	61.9%	21,666	48,109	38,068	10,041	26.4%
13 Bad Debts	178,790	94,463	212,252	(117,789)	-55.5%	808,048	574,613	917,427	(342,814)	-37.4%
14 Denials	109,385	85,491	-	85,491	#DIV/0!	292,817	335,305	-	335,305	#DIV/0!
15 Total revenue deductions	2,010,751	2,218,491	2,171,470	47,021	2.2%	8,908,056	10,258,317	9,374,194	884,123	9.4%
16 Net Patient Revenue	2,067,217	1,735,978	2,058,352	(322,374)	-15.7%	8,456,157	8,308,568	8,908,537	(599,969)	-6.7%
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	27,253	69,102	114,878	(45,776)	-39.8%	215,023	101,608	459,207	(357,599)	-77.9%
18 Total Operating Revenue	2,094,469	1,805,080	2,173,230	(368,150)	-16.9%	8,671,180	8,410,176	9,367,744	(957,568)	-10.2%
Expenses										
19 Salaries	1,122,909	1,030,308	1,028,615	1,693	0.2%	3,906,864	4,376,598	4,073,473	303,125	7.4%
20 Employee Benefits	311,730	341,164	384,587	(43,423)	-11.3%	1,300,337	1,319,029	1,546,450	(227,421)	-14.7%
21 Registry	31,930	426,685	-	426,685	#DIV/0!	93,753	485,065	-	485,065	#DIV/0!
22 Salaries and Benefits	1,466,569	1,798,157	1,413,202	384,955	27.2%	5,300,954	6,180,692	5,619,923	560,769	10.0%
23 Professional fees	163,056	159,587	166,830	(7,243)	-4.3%	652,214	637,092	664,569	(27,477)	-4.1%
24 Supplies	177,583	187,956	143,229	44,727	31.2%	609,873	764,794	593,857	170,937	28.8%
25 Utilities	33,317	40,081	35,615	4,466	12.5%	136,640	164,705	145,484	19,221	13.2%
26 Repairs and Maintenance	61,619	56,470	53,430	3,040	5.7%	214,831	178,999	213,426	(34,427)	-16.1%
27 Purchased Services	337,780	405,689	305,618	100,071	32.7%	1,397,315	1,546,009	1,230,974	315,035	25.6%
28 Insurance	37,843	71,409	43,704	27,705	63.4%	147,508	333,066	174,148	158,918	91.3%
29 Depreciation	91,295	91,901	98,292	(6,391)	-6.5%	365,180	367,603	391,313	(23,710)	-6.1%
30 Rental and Leases	17,078	21,417	27,103	(5,686)	-21.0%	68,959	92,741	108,412	(15,671)	-14.5%
32 Dues and Subscriptions	5,676	6,592	6,599	(7)	-0.1%	27,809	27,157	26,396	761	2.9%
33 Other Expense	38,177	55,961	77,203	(21,242)	-27.5%	186,355	217,388	305,974	(88,586)	-29.0%
34 Total Expenses	2,429,993	2,895,219	2,370,825	524,394	22.1%	9,107,637	10,510,245	9,474,476	1,035,769	10.9%
35 Surplus (Loss) from Operations	(335,524)	(1,090,139)	(197,595)	(892,544)	-451.7%	(436,457)	(2,100,070)	(106,732)	(1,993,338)	-1867.6%
Non-Operating Income										
36 Tax Revenue	204,167	204,163	204,167	(4)	0.0%	816,668	816,660	816,668	(8)	0.0%
38 Other non-operating	1,270	120	13,320	(13,200)	-99.1%	20,712	17,979	53,280	(35,301)	-66.3%
Interest Income	957	163	100	63	63.0%	75,444	25,303	38,400	(13,097)	-34.1%
Interest Expense	(7,296)	(7,177)	(7,333)	156	-2.1%	(29,319)	(29,782)	(29,332)	(450)	1.5%
IGT Expense	-	-	-	-	#DIV/0!	-	-	-	-	#DIV/0!
39 Total Non-operating	199,098	197,269	210,254	(12,985)	-6.2%	883,505	830,160	879,016	(48,856)	-5.6%
40 Surplus/(Loss)	(136,426)	(892,871)	12,659	(905,530)	7153.2%	447,048	(1,269,910)	772,284	(2,042,154)	284.1%

**Bear Valley Community Healthcare District
Financial Statements**

Current Year Trending Statement of Operations

A Statement of Operations—CURRENT YEAR 2022

		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	205,183	68,218	158,880	137,136									569,417
2	Outpatient	711,151	1,107,243	748,528	714,979									3,281,902
3	Clinic	286,746	319,875	317,058	307,913									1,231,592
4	Emergency Room	3,855,619	3,551,235	2,705,755	2,582,787									12,695,395
5	Skilled Nursing Facility	162,677	208,828	205,420	211,653									788,578
6	Total patient revenue	5,221,376	5,255,400	4,135,641	3,954,468	-	-	-	-	-	-	-	-	18,566,885
Revenue Deductions		C/A	0.50	0.50	0.51	0.55	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.51
7	Contractual Allow	2,633,241	2,641,433	2,123,304	2,161,012									9,558,990
8	Contractual Allow PY	-	(166,414)	(150,000)	(161,900)									(478,314)
9	Charity Care	13,835	10,821	29,173	3,011									56,840
10	Administrative	13,068	65,243	2,149	470									80,929
11	Policy Discount	11,886	25,978	22,294	21,686									81,845
12	Employee Discount	3,477	8,688	21,685	14,258									48,109
13	Bad Debts	(20,228)	286,419	213,959	94,463									574,613
14	Denials	36,893	90,512	122,409	85,491									335,305
15	Total revenue deductions	2,692,172	2,962,680	2,384,974	2,218,491	-	-	-	-	-	-	-	-	10,258,317
16	Net Patient Revenue	2,529,203	2,292,719	1,750,667	1,735,978	-	-	-	-	-	-	-	-	8,308,568
	net / tot pat rev	48.4%	43.6%	42.3%	43.9%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	44.7%
17	Other Revenue	7,903	12,423	12,179	69,102									101,608
18	Total Operating Revenue	2,537,106	2,305,142	1,762,847	1,805,080	-	-	-	-	-	-	-	-	8,410,176
Expenses														
19	Salaries	1,031,745	1,186,235	1,128,310	1,030,308									4,376,598
20	Employee Benefits	328,024	322,710	327,131	341,164									1,319,029
21	Registry	18,220	19,970	20,190	426,685									485,065
22	Salaries and Benefits	1,377,989	1,528,915	1,475,631	1,798,157	-	-	-	-	-	-	-	-	6,180,692
23	Professional fees	158,025	158,753	160,727	159,587									637,092
24	Supplies	161,829	250,136	164,872	187,956									764,794
25	Utilities	41,897	42,700	40,028	40,081									164,705
26	Repairs and Maintenance	45,118	36,613	40,799	56,470									178,999
27	Purchased Services	390,217	395,513	354,590	405,689									1,546,009
28	Insurance	94,188	90,303	77,166	71,409									333,066
29	Depreciation	91,901	91,901	91,901	91,901									367,603
30	Rental and Leases	17,852	32,492	20,979	21,417									92,741
32	Dues and Subscriptions	8,330	6,022	6,214	6,592									27,157
33	Other Expense.	45,482	64,915	51,030	55,961									217,388
34	Total Expenses	2,432,828	2,698,263	2,483,936	2,895,219	-	-	-	-	-	-	-	-	10,510,245
35	Surplus (Loss) from Operations	104,279	(393,120)	(721,089)	(1,090,139)	-	-	-	-	-	-	-	-	(2,100,070)
36	Non-Operating Income													
37	Tax Revenue	204,167	204,167	204,163	204,163									816,660
38	Other non-operating	20	120	17,719	120									17,979
	Interest Income	623	403	24,114	163									25,303
	Interest Expense	(7,507)	(7,594)	(7,504)	(7,177)									(29,782)
	IGT Expense													-
39	Total Non-operating	197,304	197,095	238,492	197,269	-	-	-	-	-	-	-	-	830,160
40	Surplus/(Loss)	301,582	(196,025)	(482,597)	(892,871)	-	-	-	-	-	-	-	-	(1,269,910)

2021-2022 Actual BS

BALANCE SHEET

	PY				
	July	Aug	Sept	Oct	June
ASSETS:					
Current Assets					
Cash and Cash Equivalents (Includes CD's)	1,511,284	1,403,907	1,085,094	218,655	1,376,886
Gross Patient Accounts Receivable	9,485,223	9,407,701	8,231,530	7,586,726	9,034,356
Less: Reserves for Allowances & Bad Debt	6,448,695	6,374,389	5,757,999	5,320,373	6,223,775
Net Patient Accounts Receivable	3,036,527	3,033,312	2,473,531	2,266,353	2,810,581
Tax Revenue Receivable	2,450,000	2,450,000	2,450,000	2,450,000	32,320
Other Receivables	-3,899	4,389	-33,265	295,202	-1,475,460
Inventories	278,346	277,571	273,934	274,099	277,827
Prepaid Expenses	780,163	813,857	766,194	727,526	582,099
Due From Third Party Payers	0	0			
Due From Affiliates/Related Organizations	0	0			
Other Current Assets	0	0			
Total Current Assets	8,052,421	7,983,036	7,015,487	6,231,835	3,604,253
Assets Whose Use is Limited					
Investments	39,135,702	39,135,702	39,159,533	38,159,533	39,135,702
Other Limited Use Assets	144,375	144,375	144,375	144,375	144,375
Total Limited Use Assets	39,280,077	39,280,077	39,303,908	38,303,908	39,280,077
Property, Plant, and Equipment					
Land and Land Improvements	3,061,292	3,061,292	3,061,292	3,061,292	3,061,292
Building and Building Improvements	10,194,722	10,194,722	10,194,722	10,194,722	10,194,722
Equipment	13,874,411	14,013,046	14,058,598	14,100,865	13,850,497
Construction In Progress	376,228	627,178	627,878	1,191,715	374,181
Capitalized Interest					
Gross Property, Plant, and Equipment	27,506,653	27,896,238	27,942,490	28,548,594	27,480,692
Less: Accumulated Depreciation	16,894,511	16,986,412	17,078,313	17,170,213	16,802,765
Net Property, Plant, and Equipment	10,612,142	10,909,826	10,864,178	11,378,381	10,677,927
TOTAL UNRESTRICTED ASSETS	57,944,639	58,172,939	57,183,572	55,914,124	53,562,257
Restricted Assets	0	0	0	0	0
TOTAL ASSETS	57,944,639	58,172,939	57,183,572	55,914,124	53,562,257

2021-2022 Actual BS

BALANCE SHEET

	PY				
	July	Aug	Sept	Oct	June
LIABILITIES:					
Current Liabilities					
Accounts Payable	984,394	1,139,575	716,325	1,180,820	1,062,491
Notes and Loans Payable					
Accrued Payroll	968,095	1,101,911	1,218,912	669,378	834,286
Patient Refunds Payable					
Due to Third Party Payers (Settlements)	7,071,004	7,403,095	7,443,361	7,348,776	7,007,330
Advances From Third Party Payers					
Current Portion of Def Rev - Tx,	2,245,833	2,041,666	1,837,503	1,633,340	0
Current Portion - LT Debt	40,000	40,000	40,000	40,000	40,000
Current Portion of AB915					
Other Current Liabilities (Accrued Interest & Accrued Other)	58,993	66,396	29,772	36,983	51,495
Total Current Liabilities	11,368,319	11,792,644	11,285,874	10,909,296	8,995,602
Long Term Debt					
USDA Loan	2,775,000	2,775,000	2,775,000	2,775,000	2,775,000
Leases Payable	0	0	0	0	0
Less: Current Portion Of Long Term Debt	0	0	0	0	0
Total Long Term Debt (Net of Current)	2,775,000	2,775,000	2,775,000	2,775,000	2,775,000
Other Long Term Liabilities					
Deferred Revenue	0	0	0	0	0
Other	0	0	0	0	0
Total Other Long Term Liabilities	0	0	0	0	0
TOTAL LIABILITIES	14,143,319	14,567,644	14,060,874	13,684,296	11,770,602
Fund Balance					
Unrestricted Fund Balance	43,499,738	43,499,738	43,499,738	43,499,738	39,042,608
Temporarily Restricted Fund Balance	0	0			
Equity Transfer from FRHG	0	0			
Net Revenue/(Expenses)	301,582	105,557	-377,040	-1,269,910	2,749,048
TOTAL FUND BALANCE	43,801,320	43,605,295	43,122,699	42,229,828	41,791,655
TOTAL LIABILITIES & FUND BALANCE	57,944,640	58,172,939	57,183,572	55,914,124	53,562,257

Units of Service													
For the period ending October 31, 2021													
31						123							
Current Month						Bear Valley Community Hospital			Year-To-Date				
Oct-21		Oct-20		Actual -Budget		Act.-Act. Var %	Oct-21		Oct-20		Actual -Budget		Act.-Act. Var %
Actual	Budget	Actual	Variance	Var %	Actual		Budget	Actual	Variance	Var %			
70	69	49	1	1.4%	42.9%	Med Surg Patient Days	196	260	186	(64)	-24.6%	5.4%	
8	18	47	(10)	-55.6%	-83.0%	Swing Patient Days	19	69	133	(50)	-72.5%	-85.7%	
377	434	439	(57)	-13.1%	-14.1%	SNF Patient Days	1,481	1,758	1,550	(277)	-15.8%	-4.5%	
455	521	535	(66)	-12.7%	-15.0%	Total Patient Days	1,696	2,087	1,869	(391)	-18.7%	-9.3%	
10	13	15	(3)	-23.1%	-33.3%	Acute Admissions	42	52	50	(10)	-19.2%	-16.0%	
10	13	14	(3)	-23.1%	-28.6%	Acute Discharges	46	52	48	(6)	-11.5%	-4.2%	
7.0	5.3	3.5	(0.3)	-6.3%	100.0%	Acute Average Length of Stay	4.3	5.0	3.9	10.7	213.3%	10.0%	
2.3	2.2	1.58	0.03	1.4%	42.9%	Acute Average Daily Census	1.6	2	1.5	(0.5)	-24.6%	5.4%	
12.4	14.6	15.7	(2.2)	-14.8%	-20.8%	SNF/Swing Avg Daily Census	12.2	15	13.7	(2.7)	-17.9%	-10.9%	
14.7	16.8	17.3	(2.1)	-12.7%	-15.0%	Total Avg. Daily Census	13.8	17	15.2	(3.2)	-18.7%	-9.3%	
33%	37%	38%	-5%	-12.7%	-15.0%	% Occupancy	31%	38%	34%	-7%	-18.7%	-9.3%	
3	10	7	(7)	-70.0%	-57.1%	Emergency Room Admitted	15	40	24	(25)	-62.5%	-37.5%	
839	762	3,395	77	10.1%	-75.3%	Emergency Room Discharged	4,029	3,675	3,395	354	9.6%	18.7%	
842	771	3,402	71	9.2%	-75.2%	Emergency Room Total	4,044	3,715	3,419	329	8.9%	18.3%	
27	25	110	2	9.2%	-75.2%	ER visits per calendar day	33	30	28	3	8.9%	18.3%	
30%	77%	47%	43%	55.7%	-35.7%	% Admits from ER	36%	77%	48%	40%	52.0%	-25.6%	
-	-	-	-	0.0%	#DIV/0!	Surgical Procedures I/P	-	-	1	-	#DIV/0!	-100.0%	
5	20	11	(15)	-75.0%	-54.5%	Surgical Procedures O/P	5	75	25	(70)	-93.3%	-80.0%	
5	20	11	(15)	-75.0%	-54.5%	TOTAL Procedures	5	75	26	(70)	-93.3%	-80.8%	
561	849	834	(288)	-33.9%	-32.7%	Surgical Minutes Total	1,870	3,369	2,901	(1,499)	-44.5%	-35.5%	

Units of Service
For the period ending October 31, 2021

Current Month						Bear Valley Community Hospital						Year-To-Date		
Oct-21 Actual	Budget	Oct-20 Actual	Actual -Budget Variance	Var %	Act.-Act. Var %		Oct-21 Actual	Budget	Oct-20 Actual	Actual -Budget Variance	Var %	Act.-Act. Var %		
5,916	6,075	5,907	(159)	-2.6%	0.2%	Lab Procedures	25,817	25,050	23,962	767	3.1%	7.7%		
597	646	620	(49)	-7.6%	-3.7%	X-Ray Procedures	2,829	2,869	2,805	(40)	-1.4%	0.9%		
281	308	277	(27)	-8.8%	1.4%	C.T. Scan Procedures	1,433	1,283	1,351	150	11.7%	6.1%		
144	185	205	(41)	-22.2%	-29.8%	Ultrasound Procedures	713	750	815	(37)	-4.9%	-12.5%		
61	37	45	24	64.9%	35.6%	Mammography Procedures	189	166	164	23	13.9%	15.2%		
249	287	256	(38)	-13.2%	-2.7%	EKG Procedures	1,203	1,150	1,023	53	4.6%	17.6%		
101	82	71	19	23.2%	42.3%	Respiratory Procedures	487	338	246	149	44.1%	98.0%		
1,824	1,666	1,541	158	9.5%	18.4%	Physical Therapy Procedures	8,393	5,644	5,983	2,749	48.7%	40.3%		
1,538	1,572	1,698	(34)	-2.2%	-9.4%	Primary Care Clinic Visits	6,232	6,371	6,633	(139)	-2.2%	-6.0%		
199	210	244	(11)	-5.2%	-18.4%	Specialty Clinic Visits	906	806	1,063	100	12.4%	-14.8%		
1,737	1,782	1,942	(45)	-2.5%	-10.6%	Clinic	7,138	7,177	7,696	(39)	-0.5%	-7.3%		
67	69	75	(2)	-2.5%	-10.6%	Clinic visits per work day	39	39	42	(0)	-0.5%	-7.3%		
15.8%	19.00%	17.30%	-3.20%	-16.84%	-8.67%	% Medicare Revenue	15.03%	19.00%	16.85%	-3.98%	-20.92%	-10.83%		
36.50%	37.00%	37.90%	-0.50%	-1.35%	-3.69%	% Medi-Cal Revenue	36.33%	37.00%	35.68%	-0.67%	-1.82%	1.82%		
41.90%	39.00%	40.20%	2.90%	7.44%	4.23%	% Insurance Revenue	43.60%	39.00%	42.20%	4.60%	11.79%	3.32%		
5.80%	5.00%	4.60%	0.80%	16.00%	26.09%	% Self-Pay Revenue	5.05%	5.00%	5.28%	0.05%	1.00%	-4.27%		
153.0	172.9	142.9	(19.9)	-11.5%	7.1%	Productive FTE's	153.99	171.2	142.2	(17.2)	-10.0%	8.3%		
174.6	192.4	165.5	(17.8)	-9.3%	5.5%	Total FTE's	185.24	190.5	161.7	(5.2)	-2.7%	14.6%		



CFO REPORT for

December 2021 Finance Committee and Board

CARES Act funding

We have reported to the Provider Relief Portal through June 2021. The information we reported on was lost revenue by quarter, additional payroll expenses, and other expenses. It appears that we qualify for forgiveness (no return of funds). We have already received funds (reserved on Balance Sheet).

Having filed this report by the end of November, we now can see what funding might come to us with Phase 4.

American Rescue Plan (ARP) Rural Payments

We received \$524,615.94 American Rescue Plan (ARP) Rural Payment

In November 2021, HRSA began releasing ARP Rural payments to providers and suppliers who have served rural Medicaid, Children's Health Insurance Program (CHIP), and Medicare beneficiaries from January 1, 2019 through September 30, 2020. Every eligible provider that served at least one rural Medicare, Medicaid, or CHIP beneficiary will receive funding. The average payment announced in November

2021 was approximately \$170,700, with payments ranging from \$500 to approximately \$43 million. Providers in all 50 states, Washington, DC, and six territories will receive ARP Rural payments.

PPP Loan Forgiveness Status

We have news of forgiveness of \$2,534,485 of our Payroll Protection Loan.

FY 2021 Audited Financial Statements

With the filing of our FY 2021 Medicare Cost Report we will now finalize Audited Financial Statements. There are some issues that now need to be incorporated into Audited Financial Statements including late invoices from FY 2021 for Travelers and recording Cares Act Funding on Profit and Loss Statement.



Much has been accomplished. The following is a list of expenditures and needed items –

Big Bear Urgent Care, Inc

Security Cameras	8,812.93	
Cabling	4,950.00	
computers and server and wap and scanner	8,000.00	est
firewall	900.00	approx
voip phones		we own
paintng	11,000.00	
flooring	20,000.00	
cabinets	34,000.00	prioritize needed - lab, ee sink, lab bathroom
signage	4,000.00	
furniture	13,000.00	
all protection alarm		
	<hr/>	
	104,662.93	

records storage

iron mountain