

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 13, 2017@ 1:00 p.m. – 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 3:00 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

Donna Nicely, 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. CONFERENCE WITH LABOR NEGOTIATORS: *Government Section Code: 54957.6: Negotiator(s): Mike Sarrao, Esq.
 - (1) Continuing Union Negotiations with: UNAC & OPEIU
- 3. HOSPITAL QUALITY/RISK/COMPLIANCE REPORTS: *Pursuant to Health & Safety Code Section 32155
 - (1) Risk / Compliance Management Report
 - (2) QI Management Report
- 4. TRADE SECRETS: Pursuant to Health and Safety Code Section 32106, and Civil Code Section 3426.1
 - (1) Center For Oral Health: Skilled Nursing Facility Dental Services (Anticipated Disclosure 12/13/17)
 - (2) Michael Norman, DO: Respiratory Therapy Director Service Agreement (Anticipated Disclosure 12/13/17)
- 5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION *Pursuant to Government Section Code: 54957
 - (1) Chief Financial Officer

OPEN SESSION

1. CALL TO ORDER Donna Nicely, President

2. ROLL CALL Shelly Egerer, Executive Assistant

3. FLAG SALUTE

4. ADOPTION OF AGENDA*

5. RESULTS OF CLOSED SESSION

Donna Nicely, President

6. PUBLIC FORUM FOR OPEN SESSION

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

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

7. DIRECTORS' COMMENTS

8. INFORMATION REPORTS

A. Foundation Report

Holly Elmer, Foundation President

B. Auxiliary Report

Gail Dick, Auxiliary President

9. CONSENT AGENDA*

Notice to the Public:

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

- A. November 08, 2017 Board of Directors Meeting Minutes: Shelly Egerer, Executive Assistant
- **B.** November 2017 Planning & Facilities Report: Michael Mursick, Plant Director
- C. Quarter 3, Fire Life/Safety Report: Michael Mursick Plant Director
- D. November 2017 Human Resource Report: Erin Wilson, Human Resource Director
- E. November 2017 Infection Control Report: Heather Loose, Infection Preventionist
- F. Policies and Procedures: Summary Attached
 - (1) SNF
 - (2) Acute
 - (3) Laboratory
- **G.** Board of Directors; Committee Meeting Minutes:
 - (1) October 26, 2017 Planning & Facilities Committee Meeting Minutes
 - (2) November 06, 2017 Finance Committee Meeting Minutes

10. OLD BUSINESS*

A. Discussion and Potential Approval of Health Benefits for the Board of Director's

11. NEW BUSINESS*

- **A.** Discussion and Potential Approval of the Following Contracts:
 - (1) Center For Oral Health: Skilled Nursing Facility Dental Services
 - (2) Michael Norman, DO: Respiratory Therapy Director Service Agreement
- **B.** Discussion and Potential Recommendation to the Board of Directors the 2017 Cost Report
- **C.** Discussion and Potential Recommendation to the Board of Directors QHR IT Assessment: Travel Expenses Not to Exceed \$2,000.00
- **D**. 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
- **E**. 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 Report

Ron Vigus, Regional VP OHR

(1) December 2017 QHR Report

B. Acceptance of CNO Report

Kerri Jex, Chief Nursing Officer

(1) November 2017 CNO Report

C. Acceptance of the CEO Report

John Friel, Chief Executive Officer

- (1) November 2017 CEO Report
- (2) Strategic Plan Update

D. Acceptance of the Finance Report & CFO Report

Garth Hamblin, Chief Financial Officer

- (1) October 2017 Financials
- (2) November 2017 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 08, 2017

PRESENT: Rob Robbins, 1st Vice President

pins, 1st Vice President Barbara Willey, Treasurer

Jack Roberts, 2nd Vice President

Shelly Egerer, Ex. Assist.

John Friel, CEO

Gail McCarthy, Secretary

Donna Nicely, President

STAFF: Garth Hamblin

Garth Hamblin Mary Norman Kerri Jex

Sheri Mursick Steven Knapik, DO

OTHER: Holly Elmer, Foundation

ly Elmer, Foundation Ron Vigus, VP

Gail Dick, Auxiliary

COMMUNITY

ABSENT:

MEMBERS: None

OPEN SESSION

1. CALL TO ORDER:

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

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION:

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

2. ADJOURNED TO CLOSED SESSION:

Board Member Robbins called for a motion to adjourn to Closed Session at 1:00 p.m. Motion by Board Member Willey to adjourn to Closed Session at 1:00 p.m. Second by Board Member Roberts to adjourn to Closed Session. Board Member Robbins called for a vote. A vote in favor of the motion was 4/0.

- Board Member Robbins yes
- · Board Member Willey yes
- Board Member McCarthy yes
- Board Member Roberts yes

RECONVENE TO OPEN SESSION

1. CALL TO ORDER:

Board Member Robbins called the meeting to Open Session at 3:00 p.m.

2. ROLL CALL:

Rob Robbins, Jack Roberts, Barbara Willey and Gail McCarthy were present. Also present were John Friel, CEO and Shelly Egerer, Executive Assistant. Absent was Donna Nicely.

3. FLAG SALUTE:

Board Member Roberts led the flag salute all present participated.

4. ADOPTION OF AGENDA:

Board member Robbins called for a motion to adopt the agenda as presented. Motion by Board Member Willey to adopt the agenda as presented. Second by Board Member Roberts to adopt the agenda as presented. Board Member Robbins called for the vote. A vote in favor of the motion was 4/0.

- Board Member Robbins yes
- Board Member Willey yes
- Board Member McCarthy yes
- · Board Member Roberts yes

5. RESULTS OF CLOSED SESSION:

Board Member Robbins reported that the following action was taken in Closed Session:

- Chief of Staff Report
 - Request for Initial Appointment:
 - o Eric Cordes, MD Renaissance Radiology
 - o Robert Redlich, MD Renaissance Radiology
 - o Craig Inouye, MD Renaissance Radiology
 - o Edward Cooper, MD Emergency Department
 - Request for Reappointment:
 - o Ramin Tayani, MD Ophthalmology
 - o Isaias Paja, MD Family/Internal Medicine
 - Voluntary Resignation:
 - o Abigal Weissman, PsyD Tele Psychology
 - o Thomas Hartley, MD Orthopedic Surgery
 - o John Kuri, MD Orthopedic Surgery
 - Risk Report
 - QI Report

Board Member Robbins called for the vote. A vote in favor of the motion was 4/0.

- Board Member Robbins yes
- · Board Member Willey yes
- Board Member McCarthy-yes
- Board Member Roberts

 yes

6. PUBLIC FORUM FOR OPEN SESSION:

Board Member Robbins opened the Hearing Section for Public Comment on Open Session items at 3:01 p.m. Hearing no request to make Public Comment. Board Member Robbins closed Public Forum for Open Session at 3:01 p.m.

7. DIRECTORS COMMENTS

 Board Member Willey attended the Employee Recognition for years served; a tea with finger foods and desserts were served to the employees. Board Member Robbins thanked staff, Auxiliary and the Foundation for their participation in the Halloween Booth and acknowledged Megan Meadors for being the recipient of the Distinguished Women Award.

8. INFORMATION REPORTS:

- A. Foundation Report:
 - Ms. Elmer reported the following:
 - o Enjoyed participating in the Halloween Booth.
 - o Thursday working meeting at Alpen Horn.
 - o Thanked Shelly Egerer for reviewing the bylaws and checking any typos.
 - Connie Friel and I have been heading a year-end appeal letter. We will be stuffing envelopes to send these letters out.
 - o Raising funds for pillow speakers.

B. Auxiliary Report:

- Ms. Dick was reported the following:
 - o Mall in the Hall November 27 thru Dec, 2017

9. CONSENT AGENDA:

- A. October 11, 2017 Board of Directors Meeting Minutes: Shelly Egerer, Executive Assistant
- B. October 2017 Planning & Facilities Report: Michael Mursick, Plant Manager
- C. October 2017 Human Resource Report: Erin Wilson, Human Resource Director
- D. October 2017 Infection Control Report: Heather Loose, Infection Preventionist
- E. Policies and Procedures:
 - (1) Tuberculosis Screening Policy and Treatment Plan Personnel Specific
 - (2) Physical Therapy Intervention Work Injury
 - (3) Infectious Disease Personnel
 - (4) Identification Blood Recipient
 - (5) Laboratory Scope of Service
 - (6) Communicable Disease Exposure and Post-Exposure Prophylaxis
 - (7) Safe Patient Handling Plan
 - (8) Performance Evaluations
 - (9) Use of Social Networks
 - (10) Medical Staff Code of Conduct
 - (11) Back Up Services
 - (12) Chemical Hygiene Plan
 - (13) Cell Counts
 - (14) Glucose Tolerance
 - (15) Patient Identification
 - (16) Antibody Screen Presence of Rouleaux
 - (17) ABO/Rh Typing of Red Cells and Serum
 - (18) Emergency Blood Release Protocol
 - (19) Daily Duties
 - (20) Acetest
- F. Board of Directors; Committee Meeting Minutes:
 - (1) August 24, 2017 Planning & Facilities Committee Meeting Minutes
 - (2) August 28, 2017 Human Resource Committee Meeting Minutes
 - (3) October 02, 2017 Finance Committee Meeting Minutes

Board Member Robbins stated that the employee evaluations are confusing; the QI
Dashboards do not match what the Human Resource Report has listed. Board Member
Robbins asked for a follow up from Mr. Friel.

Board Member Robbins called for a motion to approve the Consent Calendar as presented. Motion by Board Member Willey to approve the Consent Calendar presented. Second by Board Member McCarthy to approve the Consent Calendar as presented. Board Member Robbins called for the vote. A vote in favor of the motion was 4/0.

- Board Member Robbins yes
- Board Member Willey- yes
- Board Member McCarthy yes
- Board Member Roberts yes

10. OLD BUSINESS:

None

11. NEW BUSINESS*

- A. Discussion and Potential Approval of the Following Contracts:
 - (1) Center for Oral Health: Clinic Dental Agreement
 - (2) Matthew Pautz, DO: Clinic Physician Agreement
 - (3) Matthew Pautz, DO: On Call Physician Agreement
 - (4) McCall & Lee: Laboratory Director Position
 - Board Member Robbins reported these items were discussed in Closed Session.

Board Member Robbins motioned to approve contract (1) Center for Oral Health and (4) McCall & Lee as presented. Second by Board Member Roberts to approve contract (1) Center for Oral Health and (4) McCall & Lee as presented. Board Member Robbins called for the vote. A vote in favor of the motion was 4/0.

- Board Member Robbins yes
- Board Member Willey- yes
- Board Member McCarthy yes
- Board Member Roberts yes

Board Member Robbins motioned to have Matthew Patuz, DO, Clinic Physician agreement and Matthew Pautz, DO, On Call Physician agreement to have legal counsel have a secondary review of the harassment and indemnification section of these contracts and to see if additional information needs to be added. The CEO will have authority to enter into the contracts after legal counsel has confirmed the contracts are reviewed. Second by Board Member Roberts to have Mathew Patuz, DO, Clinic Physician agreement and Matthew Pautz, DO, On Call Physician agreement to have legal counsel have a secondary review of the harassment and indemnification section of these contracts and to see if additional information needs to be added. The CEO will have authority to enter into the contracts after legal counsel has confirmed the contracts are reviewed. Board Member Robbins called for the vote. A vote in favor of the motion was 4/0.

- Board Member Robbins yes
- Board Member Willey- yes
- Board Member McCarthy yes
- Board Member Roberts yes

B. Discussion and Potential Approval of Travel Expenses for Board Attendance at the Annual Rural Health Care Conference; Not to Exceed \$2,000.00 and the \$100.00 Stipend for Attendance:

- Mr. Friel reported that one Board Member is attending the conference and requests approval for travel expense and the \$100.00 education stipend.
- Board Member Roberts feels that paying a Board Member a stipend to attend conferences is a Brown Act Violation and would like legal counsel to follow up on this item.

Board Member Roberts motioned to approve the travel expenses not to exceed \$2,000.00 and the \$100.00 stipend with clarification legal counsel ensures that the stipend can be paid. Second by Board Member Willey to approve the travel expenses not to exceed \$2,000.00 and the \$100.00 stipend with clarification legal counsel ensures that the stipend can be paid. Board Member Robbins called for the vote. A vote in favor of the motion was 4/0.

- Board Member Robbins yes
- Board Member Willey- yes
- Board Member McCarthy yes
- Board Member Roberts yes

C. Discussion and Potential Approval of the Additional Unbudgeted Expense for the Purchase of a Golf Cart:

- Board Member McCarthy stated she had concerns about the use of the cart for money we are spending and what staff will use the cart for.
- Mr. Friel stated that this would be used nine months out of the year; if the cart goes
 to the PT department or Butcher Block the unit needs to be street legal and the
 Planning Committee asked that Administration ensure the cart is licensed.
- Further discussion took place about the use of the cart, the cost and training of staff that will be using the unit, and requested that policy will be in place for the unit.

Board Member Roberts motioned to approve the Additional Unbudgeted Expense for the Purchase of a Golf Cart not to exceed \$7,000.00 to include shipping and tax. Second by Board Member Robbins to approve the Additional Unbudgeted Expense for the Purchase of a Golf Cart not to exceed \$7,000.00 to include shipping and tax. Board Member Robbins called for the vote. A vote in favor of the motion was 4/0.

- Board Member Robbins yes
- Board Member Willey- yes
- · Board Member McCarthy yes
- Board Member Roberts yes

D. Discussion and Potential Approval of Health Benefits for the Board of Director's:

Board Member Robbins stated that he requested that this item be on the agenda;
 there are several special district that offer health benefits. This is a trend and feels
 this is the right thing to do for the Hospital Board Members.

- Board Member Willey stated that the document provided by legal counsel has an opinion from 1983, also states \$100 per Brown Act Meeting (s) not to exceed \$400.00 per month. Board Member Willey is not sure if this is an accurate document or in-line with the Health and Safety Code. Board Member Willey stated that the BVCHD Board is the lowest paid in the BB Valley.
- Board Member Robbins stated additional information is good and providing health insurance to Board Members could also be an incentive to have more public members run for the Hospital Board.
- Board Member McCarthy stated that she would like public to run for the better of the community, and should question the priorities of why we run for special districts to be elected to a board.
- Further discussion took place on the District offering health insurance benefits to
 the current Board of Directors and potential new Board Members. The Board of
 Directors asked that the executive staff come back to the Board with additional
 information regarding this item. The Board would also like to know the cost to
 provide health benefits to Board Members.

Board Member Robbins motioned to table this item until the December Board Meeting. Second by Board Member Roberts to table this item until the December Board Meeting. Board Member Robbins called for the vote. A vote in favor of the motion was 4/0.

- Board Member Robbins yes
- Board Member Willey- yes
- Board Member McCarthy yes
- Board Member Roberts yes

12. ACTION ITEMS*

A. Quorum Health Resource Report:

- (1) November 2017QHR Report:
 - Mr. Vigus
 - o An IT Assessment is within the contract, would like to provide the assessment; this can be provided by QHR consultants.
 - o Tomi Hagen has been working with Mary Norman on Compliance.
- (2) Purchase Advantage Point:
 - Mr. Hamblin reported the following:
 - Administrative fees that QHR receives were provided at last month's meeting.
 - O We do not pay EmCare unless there is a large increase in the ER or if we use their physicians for Hospitalist. If volumes were to increase then we would pay them at a discount amount through QHR.

Board Member Robbins called for a motion to approve the QHR Report and the Quorum Purchasing Report as presented. Motion by Board Member Willey to approve the QHR Report and the Quorum Purchasing Report. Second by Board Member McCarthy to approve the QHR Report and the Quorum Purchasing Report as presented. Board member Robbins called for the vote. A vote in favor of the motion was 4/0.

- Board Member Robbins yes
- Board Member Willey- yes
- Board Member McCarthy yes
- Board Member Roberts yes

B. CNO Report:

- (1) October 2017 CNO Report:
 - Ms. Jex provided the following information:
 - Completed Just Culture Training; nine employees were trained so that in the future they can provide training to new employees. This is a four-hour training.
 - o BETA Heart program is offered in February.
 - o November 16 we are conducting the State Disaster Drill.
 - The orientation process needs to be adjusted due to the changes such as Just Culture.

Board Member Roberts motioned to approve the CNO Report as presented. Second by Board Member Robbins to approve the CNO Report as presented. Board Member Robbins called for the vote. A vote in favor of the motion was 4/0.

- Board Member Robbins yes
- Board Member Willey yes
- Board Member McCarthy yes
- Board Member Roberts yes

C. Acceptance of the CEO Report:

- (1) October 2017 CEO Report:
 - Mr. Friel reported the following information:
 - Received seven responses for the Master Planning RFP's. The Planning & Facilities Committee will be reviewing the documents.
 - A Special Board Meeting is scheduled for December 6 for the Board of Directors to review the received RFP's.
 - o There is a nice article in the paper regarding the CT Scanner.
 - The BBL Fire Department and Mercy Air are working toward Mercy being exclusive to the valley. A helicopter will be at the local airport, staffed with Mercy's employees. This will be beneficial to the District.
 - Board Member Roberts stated he is continuing to wait on information for employee's insurance to be accepted at the clinic, this has nothing to do with negotiations and would like the information brought to the Board of Directors.

(2) Surgery Performa:

Mr. Friel stated that the Executive Team is studying the Surgery Department and would like to recommend that we go through this winter in order to have a better understanding of what revenue is brought in by having the surgery department available to patients. The District needs to ensure that we can provide surgery with our local community and be in the "insurance network".

Board Member Roberts motioned to approve the CEO Report and the Surgery Performa update as presented. Second by Board Member Willey to approve the CEO Report and the Surgery Performa update as presented. Board Member Robbins called for the vote. A vote in favor was unanimously approved 4/0.

- Board Member Robbins yes
- Board Member Willey- yes
- Board Member McCarthy yes
- Board Member Roberts- yes

D. Acceptance of the Finance Report:

- (1) September 2017 Financials:
 - Mr. Hamblin reported the following information:
 - o Cash on hand over \$13 million.
 - o Surplus of \$477,000.
 - o Revenue continues to be over budget.
 - o September had swing patients.
 - o Days cash on hand 201.
 - o Dental clinic under budget due to dentist being on vacation.

(2) CFO Report:

- Mr. Hamblin reported the following information:
 - o Healthcare Reform is still unknown.
 - O Accounts Receivable/TruBridge weekly reports shows AR days at 65.9. Continue to monitor TruBridge and have conference calls. The contract continues until April next year. There are some minor mistakes but this is also discussed during the conference calls.

(3) Quorum Consultant Year To Date Expenses:

- Mr. Hamblin reported the following information:
 - We do pay travel expenses for QHR consultants but we do not pay consultant fees, this is part of the QHR Contract
 - A list of consultants and the cost of the consultants are provided in the CFO Report.
- The Board felt that the consultants that have been on site and provided services has been money well spent.

Board Member Robbins called for a motion to approve the September 2017 Finance Report, the CFO Report and the Quorum Consultant Year to Date Expense Report as presented. Motion by Board Member Willey to approve the September 2017 Finance Report, the CFO Report and the Quorum Consultant Year to Date Expense Report as presented. Second by Board Member McCarthy to approve the September 2017 Finance Report, the CFO Report and the Quorum Consultant Year to Date Expense Report as presented. Board Member Robbins called for the vote. A vote in favor was unanimously approved 4/0.

- Board Member Robbins yes
- Board Member Willey- yes
- Board Member McCarthy-yes
- Board Member Roberts- yes

13. ADJOURNMENT:

Board Member Robbins motioned to adjourn the meeting at 4:50 p.m. Second by Board Member Willey to adjourn. Board Member Robbins called for the vote. A vote in favor of the motion was unanimously approved 4/0.

- Board Member Robbins yes
- · Board Member Willey- yes
- Board Member McCarthy yes
- Board Member Roberts- yes

Bear Valley Community Healthcare District Construction Projects 2017

Department / Project	Details	Vendor and all associated costs	Comments	Comple
CT Scanner Project	CT received Certificate of Occupancy from OSHPD.	E.H. Butland	Completed! Bathrooms are open.	
Install Fire Riser & Nitrogen Compressor	Planning install with vendor	Simplex Grinnell	Scheduled for December 2nd	
Room 30 Renovations	Planning workload	Mike's Flooring, Warren Construction	Cabinets are completed, bathroom tile completed & Vinyl flooring is ordered.	
Medical Gas Repairs	Replace MedGas panel in ER	FS Medical	In Progress	

Bear Valley Community Healthcare District Potential Equipment Requirements

Department / Project	Details	Vendor and all associated costs	Comments	Date
Facilities- Mezzanine Control air compressor	Compressor needs replaced.	Ingersoll Rand- Approximately \$6500	In Progress	
Facilities- Elecric Cart	Cart for guys performing small jobs.	Caddy Shack Carts- \$10,486.25 for a street legal cart	Waiting for board approval	
Facilities-Medical Air Compressor	Compressor is failing and doesn't meet requirements	Certified Medical/FS Medical	Has been approved in this years capital, planning with vendors.	

Bear Valley Community Healthcare District Repairs Maintenance

Department / Project	Details	Vendor and all associated costs	Comments	Camela
Portable CT Machine Removal	Removed protable CT trailer	Medical Marketplace & Facilities	Completed	
Medical Gas Inspection Repairs	Fixed minor issues that came from annual report	Facilities	In Progress	
Fire Door Inspection Completed	Ordering parts for repairs	Facilities	In Progress	
Eye Stations	Installed new eyewash stations and proper signage in PT	Facilities	Completed	
PT Skylight	Replaced the broken skylight over PT that was leaking.	Sturdy Roofing	In progress, found the otherside was broken so we have parts on order.	
Employee Entrance Door	Replace the door and it's components.	Lyman Doors	Door has been ordered	
Signage	Replacing old signage and adding signage that was suggested from committee	Facilities	In Progress	

Fire Life Safety Report

DATE OF REPORT: 11/8/2017 for Q3 2017

Prepared by: Michael Mursick

MONITORED PROCESSES:

• Insure monthly maintenance log sheets are completed

- Insure fire drills are carried out once per quarter per shift as per NFPA 101, and District policy.
- Insure quarterly fire alarm system inspection was performed. (Simplex Grinnell)

SUMMARY OF FINDINGS:

- Above listed logs and drills (monthly & annual) were completed and carried out at required intervals.
- November 6th & 7th Simplex Grinnell completed the Quarterly Fire Sprinkler inspection and fire alarm testing for the Hospital and FHC. During this inspection, facilities replaced the expired gauges on both systems.
- During the month of October, the fire suppression system in Dietary had its annual inspection performed.
- During our recent quarterly inspection Simplex Grinnell noted on our inspection report
 the deficiencies that have been occurring with our fire riser system. I have suggested to
 the finance department that capital monies be allocated to replace our old fire riser system
 with a modern fire riser system. The system has been scheduled for replacement
 December 2 2017.



HR Monthly Report November 2017

STAFFING	Active: 213
	New Hires: 5
	Terms: 10
	Open Positions: 22
EMPLOYEE	DELINQUENT:
PERFORMANCE	30 days: 8
EVALUATIONS	60 days: 3
	90 days: 2 (RT and Dietary)
	90+ days: 0
	MOVING FORWARD: Enforce Delinquent Evaluation Policy and continue monitoring ongoing annual evaluations.
WORK COMP	NEW CLAIMS: 2
	OPEN: 13
	Indemnity (Wage Replacement, attempts to make the employee financially whole) - 4 Future Medical Care – 6
	Medical Only - 3
	MOVING FORWARD: Quarterly claims update.
FILE AUDIT/	FIVE FILE AUDIT:
LICENSING	One missing FEMA Certificate
	All items returned from previous month
	One furnishing license pending fingerprint results (NP license current and active)
	MOVING FORWARD: Obtain required items, continue file audit.



Infection Prevention Monthly Report

November 2017

TOPIC	UPDATE	ACTION/FOLLOW UP
1. Regulatory	 Continue to receive updates from APIC. 	 Review ICP regulations.
	 Continue NHSN surveillance reporting. No Hospital acquired infections this month. 	 Continue Monthly Reporting Plan submissions.
	 Completion of CMR reports to Public Health per Title 17 and CDPH regulations. 2 possible cases of mumps reported but turned out to be negative. 	
2. Construction	ICRA issued for construction in Room 30.	 Work with Maintenance and contractors to ensure compliance.
3. QI	 Continue to work towards increased compliance with Hand Hygiene. Compliance at 75% for October though response levels remain low 	 Continue monitoring hand hygiene compliance.
4. Outbreaks/ Surveillance	 Community Health Report 0 cases of MRSA in October. No C-difficile infections for September. The 	 Informational

-	report is provided in the middle of the next month so reporting will be a month behind.	
	 Public Health Report Influenza – 1 death in patient under 65 reported in Yolo County. Patient had co-morbidities. Hepatitis A – AFL with recommendations regarding Hepatitis A vaccine in healthcare workers. 	
5. Policy Updates	No new infection control policies	 Proposed changes to be presented at next P&T committee meeting.
6. Safety/Product	■ None	 Continue to monitor compliance with approved cleaning procedures.
7. Antibiotic Stewardship	 Continue to monitor antibiotic usage hospital-wide. 	Informational.
8. Education	ICP continues to attend the APIC meetings in Ontario.	 ICP to share information at appropriate committees.
9. Informational	■ None	 Informational
Heather Loose, BSI	N, RN Infection Preventionist Date: De	ecember 4, 2017

Department	Title (Version)	Versi	Date Last Submitted	Summary
			09/22/2017	
SNF	Dental Care Services (v.4)	4		Annual review. Formatted. Revised to reflect update SNF regulations. Added reference. Renamed policy from 'Dental Exams'.
SNF	Baseline Care Plan (v.1)	7	09/22/2017	New policy per updated SNF regulations. Attached BaselineCare Plan.
SNF	Nursing Care Plan-SNF (v.5)	5	09/22/2017	Annual review, Revised to reflect current process. Formatted. Added reference.
Acute	Acute Care Inpatient/Observation Admission Criteria (v.1)	1	09/22/2017	New policy. Attached CIWA-A-Ar Withdrawl Scale.
Laboratory	Urine Cultures (v.1)	1	09/22/2017	Annual review. Formatted. Changed verbiage.
Laboratory	STAT Testing at BVCHD (v.1)	1	09/08/2017	Annual review. Formatted.
Laboratory	Culture Urine Reflex Orders (v.4)	4	09/08/2017	Annual review. Formatted.
			08/25/2017	
Laboratory	Competency Assessment (v.1)	1	00/25/2017	Annual review. Formatted and revised to reflect current process.
Laboratory	Compatibility Testing (v.3)	3	08/25/2017	Annual review. Formatted.
Laboratory	HIV - Testing & Reporting (v.4)	4	10/20/2017	Annual review. Revised verbiage and formatted.
Laboratory	Venipuncture - Specimen Collection (v.3)	3	10/23/2017	Annual review. Revised verbiage and formatted.
Laboratory	Down Time - Lab Requisition Forms (v.3)	3	10/23/2017	Annual review. Changed policy name from 'Lab Requisition Forms - Down Time Condition'. Changed department from 'Phlebotomy' to Lab Administration'. Attached Downtime Forms. Formatted.
aboratory	Saline Replacement for Lipemia (v.1)	1	10/20/2017	New policy
_aboratory	Cytospin (v.1)	1	10/23/2017	Annual review. Formatted.
₋aboratory	Beta Lactamase Testing (Cefinase Disk) (v.1)	1	10/20/2017	Annual review. Formatted.
_aboratory	Body Fluid Cultures (v.1)	1	10/20/2017	Annual review. Formatted.
_aboratory	Disk (A, P, Oxacillin) Testing (v.1)	1		Annual review. Formatted.
aboratory	Direct Antiglobulin Test (v.3)	3	11/10/2017	Annual review. Formatted. Revised to reflect current process.
aboratory	Fresh Frozen Plasma - Set Up & Issuance (v.3)	3		Annual review. Formatted.
aboratory	Grading & Recording Red Blood Cells (v.3)	3		Annual review. Formatted.
aboratory	Lookback Program - Blood Bank (v.4)	4		Annual review. Formatted.
aboratory	Maintenance - Blood Bank (v.4)	4	11/10/2017	Annual review. Formatted.
aboratory	Plateletes - Set Up & Issuance (v.4)	4		Annual review. Formatted.
aboratory	Reissuing Blood Products (v.4)	4	11/10/2017	Annual review. Formatted.

Laboratory	Reticulocyte Count (v.4)	4	11/10/2017	Annual review. Formatted.
Laboratory	Rh Testing (v.4)	4		Annual review, Formatted,
Laboratory	Temperature Monitoring (v.3)	3		Annual review.
Laboratory	Mono Test - Sure-Vue (v.4)	4		Annual review. Revised to reflect current process Formatted.
Laboratory	Reference Laboratory Specimens Report Management (v.3)	3	11/10/2017	Annual review. Formatted.
Laboratory	Waived Testing - Clinic (v.4)	4	11/10/2017	Annual review. Formatted. Changed ownership o policy to FHC and added Lab as a reviewer.

BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT PLANNING & FACILITIES COMMITTEE MEETING MINUTES OCTOBER 26, 2017

MEMBERS

Donna Nicely, President

Shelly Egerer, Admin. Assistant

PRESENT:

Jack Roberts, 2nd Vice President

Michael Mursick, Plant Director

John Friel, CEO

STAFF:

Mary Norman

ABSENT:

None

COMMUNITY

MEMBERS:

None

OPEN SESSION

1. CALL TO ORDER

President Nicely called the meeting to order at 12:00 p.m.

2. ROLL CALL

Donna Nicely and Jack Roberts were present. Also present were John Friel, CEO, Mike Mursick, Plant Director and Shelly Egerer, Executive Assistant.

3. ADOPTION OF AGENDA*

President Nicely motioned to adopt the October 26, 2017 agenda as presented. Second by Board Member Roberts to adopt the October 26, 2017 agenda as presented. President Nicely called for the vote. A vote in favor of the motion was unanimously approved.

- President Nicely yes
- Board Member Roberts yes

4. PUBLIC FORUM FOR OPEN SESSION:

President Nicely opened the Hearing Section for Public Comment on Open Session items at 12:00 p.m. Hearing no request to address the Planning & Facilities Committee, President Nicely closed the Hearing Section at 12:01 p.m.

5. DIRECTOR'S COMMENTS:

None

6. APPROVAL OF MINUTES:

A. August 24, 2017

President Nicely motioned to approve the August 24, 2017 minutes as presented. Second by Board Member Roberts to approve the August 24, 2017 minutes as presented. President Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- President Nicely yes
- Board Member Roberts yes

7. OLD BUSINESS*

None

8. NEW BUSINESS*

- A. Discussion and Potential Approval to Reschedule the November 2017 Planning & Facilities Committee Meeting due to the Thanksgiving Holiday:
 - Mr. Friel stated that a memo was provided in the packet
 - President Nicely suggested November 16 at 12:00 pm.

President Nicely motioned to approve the November Planning & Facilities Committee Meeting to be rescheduled to November 16, 2017 at 12:00 pm. Second by Board Member Roberts to approve the November Planning & Facilities Committee Meeting to be rescheduled to November 16, 2017 at 12:00 pm. President Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- President Nicely yes
- Board Member Roberts yes

B. Discussion and Potential Recommendation to the Board of Directors the Additional Unbudgeted Expense of the Purchase of the Golf Cart:

- Mr. Mursick stated original budget was \$4,000.00, and to make the cart street legal and purchase a quality cart there is an additional cost of approximately \$6486.00. Mr. Mursick provided the following information in regards to the cart:
 - o Heavy-duty cart, more voltage.
 - o Completed research on the cart.
 - o Battery operated.
 - o Will install a sturdy tire on the cart.

President Nicely motioned to recommend to the Board of Directors the additional cost of \$6,486.00 to purchase the golf cart. Second by Board Member Roberts to recommend to the Board of Directors the additional cost of \$6,486.00 to purchase the golf cart. President Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- President Nicely yes
- Board Member Roberts yes
- C. Discussion and Update on the Master Plan Request for Proposal (RFP) Returned to the District (Interested Architects/Organizations):

- Mr. Friel reported the following update on the receipt of RFP's:
 - o 21 RFP's were sent to recipients; one came back returned undeliverable.
 - o Program planning is the first priority.
 - o Spent time on phone with several vendors.
 - o Two were received today and expect two to three more today.
 - o Encouraged to have at least four to five completed RFPs.
 - o Two vendors responded that they are not interested.
 - o Two proposals in hand.
- The Planning Committee suggested that staff visit some of the sites that have been completed by the work organizations that submitted RFP's to our district, suggested that a Special Board Meeting be scheduled, and have the vendors attend the meeting. The Committee asked that the November Board Meeting Agenda have potential approval of a Special Board Meeting December 6.

President Nicely reported no action required

9. PLANNING & FACILITIES*

• Mr. Mursick reported the following:

A. Construction Project:

- o Ducts were smashed and required replacement.
- o Fire Riser & Nitrogen Compressor
 - o Working on completion of the project.
- o Room 30 Renovations
 - Cabinets are completed, moving forward replacing flooring and project should be completed in approximately 30 days.
- o Medical Gas Repair has minor repairs.
- One compressor has a motor down and will replace the motor.

B. Potential Equipment Requirements:

o Golf cart was discussed under new business.

C. Repairs Maintenance (FHC, RHC, PT, Hospital):

- Mr. Mursick reported the following:
 - Working on preparing several, issues since the CT Scanner & Mammo project are complete.
 - o Medical Gas Inspection Repairs.
 - o OR Shower Repair.
 - o Eye Stations.
 - PT Skylight's were broken. Replaced one and will be working on replacing the second skylight.
 - o ER Repairs will begin in spring.
 - o Fire door inspection is completed.
- Board Member Roberts asked that Mr. Mursick & Mr. Friel look into grants to assist in repairs. There is access to grants that we should be researching.

President Nicely motioned to approve the Planning & Facilities Report as presented. Second by Board Member Roberts to approve the Planning & Facilities Report as presented. President Nicely called for the vote. A vote in favor of the motion was unanimously approved.

- President Nicely yes
- Board Member Roberts yes

10. ADJOURNMENT*

President Nicely motioned to adjourn the meeting at 12:45 p.m. Second by Board Member Roberts to adjourn the meeting. President Nicely adjourned the meeting.

- President Nicely yes
- Board Member Roberts yes

BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT **BOARD OF DIRECTORS**

FINANCE COMMITTEE MEETING MINUTES

41870 Garstin Drive, Big Bear Lake, Ca. 92315

November 06, 2017

MEMBERS Barbara Willey, Treasurer

Garth Hamblin, CFO

PRESENT:

Rob Robbins, 1st Vice President

Shelly Egerer, Exec. Asst.

John Friel, CEO

STAFF:

Erin Wilson, HR Diretor

OTHER:

Mike Sarrao, Legal Counsel

COMMUNITY

MEMBERS: None

ABSENT:

None

OPEN SESSION

1. CALL TO ORDER:

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

2. ROLL CALL:

Barbara Willey and Rob Robbins were present. Also present were John Friel, CEO, Garth Hamblin, CFO and Shelly Egerer, Executive Assistant.

3. ADOPTION OF AGENDA:

Board Member Robbins motioned to adopt the November 06, 2017 agenda as presented. Second by Board Member Willey to adopt the November 06, 2017 agenda as presented. Board Member Willey called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Willey- yes
- Board Member Robbins- yes

CLOSED SESSION

4. PUBLIC FORM FOR CLOSED SESSION:

Board Member Willey opened the Hearing Section for Public Comment on Closed Session items at 1:01 p.m. Hearing no request to address the Finance Committee, Board Member Willey closed the Hearing Section at 1:01 p.m.

5. ADJOURN TO CLOSED SESSION:

Board Member Robbins motioned to adjourn to Closed Session. Second by Board Member Willey to adjourn to Closed Session. Board Member Willey called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Willey- yes
- Board Member Robbins- yes

OPEN SESSION

1. CALL TO ORDER:

Board Member Willey called the meeting to order at 1:30 p.m.

2. RESULTS OF CLOSED SESSION:

Board Member Willey reported no action was taken in closed session.

3. PUBLIC FORUM FOR OPEN SESSION

Board Member Willey opened the Hearing Section for Public Comment on Open Session items at 1:30 p.m. Hearing no request to address the Finance Committee, Board Member Willey closed the Hearing Section at 1:30 p.m.

4. DIRECTORS COMMENTS:

 Board Member Willey attended the Employee Recognition, High Tea; stated the tea sandwiches, tea and deserts were served. This was very well attended and a great event.

5. APPROVAL OF MINUTES:

- A. October 02, 2017
- Board Member Willey advised the committee that there is a typo on the Finance Committee Agenda. The minutes should state October 02, 2017.

Board Member Robbins motioned to approve the October 02, 2017 minutes as presented. Second by Board Member Willey to approve the October 02, 2017 minutes as presented. Board Member Willey called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Willey- yes
- Board Member Robbins- yes

6. OLD BUSINESS:

None

7. NEW BUSINESS*

A. Discussion and Potential Recommendation to the Board the Additional Unbudgeted Expense for the Purchase of a Golf Cart:

- Mr. Hamblin reported that during the budget process the Maintenance Department requested to purchase a golf cart in lieu of using the district vehicle; this would be more cost efficient than using the district vehicle. The Planning Committee has discussed this item at length and requested that the golf cart be street legal. The maintenance staff will be using the golf cart to transport materials and tools.
- The committee further discussed the necessity of the golf cart and the cost increase and why an increase of approximately \$7,000.00. Mr. Friel reported that the cart would be used to transport materials and supplies. This is a cost effective way to utilize the employees time and the cart will be stored in the maintenance shed. The committee requested that a policy is implemented on who is using it, training for staff that will be using the cart and to ensure the golf cart is covered with the property insurance.

• Mr. Friel stated there is a warranty on the golf cart, we will have a policy put in place, and training for staff will be conducted.

Board Member Robbins approved a positive recommendation to the Board of Directors the purchase of the golf not to exceed \$9,000.00, and shipping and handling to be paid, a policy to be written, training for staff and the unit is insured. Second by Board Member Willey to approve a positive recommendation to the Board of Directors the purchase of the golf not to exceed \$9,000.00, and shipping and handling to be paid, a policy to be written, training for staff and the unit is insured. Board Member Willey called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Willey- yes
- Board Member Robbins- yes

8. Presentation and Review of Financial Statements:

- A. September 2017 Finances:
 - Mr. Hamblin reported the following:
 - o Days cash on hand 201.
 - o Surplus of \$477,000 which is over budget.
 - o Net revenue is 16%.
 - o Expenses under budget.
 - o We had swing days for September.
 - o SNF over budget.
 - o ER over budget.
 - o Dental visits were down this was due to dentist on vacation.
 - o Strong finances for the month.
 - Outpatient services are over budget.
 - Board Member Robbins asked how the AR is; there is some discussion with the Board about bringing billing "in house". Board Member Robbins stated that he is not in support of the change of TruBridge; does feel that we need professionals that are current on laws and experience. Also very concerned that AR days will increase and the issues this could cause with AR if we made a department change.
 - Mr. Hamblin stated TruBridge contract expires in April 2018; continues to evaluate the work and continuing to review past accounts.
 - Further discussion took place on the issues that could arise by switching services or brining billing "in house. The committee feels there is great improvement with TruBridge, AR and finances as a whole.

B. CFO Report:

- Mr. Hamblin reported the following information:
 - Healthcare Reform unknown, repeal and replace is not moving, debate to move to Senate. CHIP program is successful in many states.
 - o Provided the consultation cost on the staff that is coming on site; there are services from QHR that are outside of the contract.
 - O The committee expressed their satisfaction with having QHR as the management company. The average for having consultants on site has worked out to an average is \$1,000.00. The Board, Senior Management and employees are working together and has been a favorable platform.

Board Member Robbins motioned to approve the September 2017 Finance Report and the CFO Report as presented. Second by Board Member Willey to approve the September 2017 Finance Report and the CFO Report as presented. Board Member Willey called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Willey- yes
- Board Member Robbins- yes

9. ADJOURNMENT*

Board Member Robbins motioned to adjourn the meeting at 2:16 p.m. Second by Board Member Willey to adjourn the meeting. Board Member Willey adjourned the meeting.

- Board Member Willey- yes
- Board Member Robbins- yes



MEMO

Date:

30 November 2017

To:

BVCHD Finance Committee and Board

From:

Garth M Hamblin, CFO

Re:

FY 2017 (July 1, 2016 through June 30, 2017) Medicare Cost

Report

Recommended Action

Accept / Approve and authorize CEO, John Friel, to sign and submit Medicare Cost Report for the Fiscal Year ended June 30, 2017.

Background

The Cost Report for our Fiscal Year ended June 30, 2017, (pages attached) shows an amount due to BVCHD of \$211,821.

Wipfli, LLP, prepared the Cost Report and their draft report has been sent for review by David Perry of QHR.

Bear Valley Community Hospital

Form CMS-2552-10, Hospital and Hospital Health Care Complex Cost Report (With Accountant's Compilation Report) For the Year Ended June 30, 2017



Accountant's Compilation Report

Board of Directors Bear Valley Community Hospital Big Bear Lake, CA

Management is responsible for the accompanying Medicare Cost Report of Bear Valley Community Hospital, included in the accompanying prescribed form as of and for the year ended June 30, 2017. We have performed a compilation engagement in accordance with *Statements on Standards for Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the Medicare Cost Report included in the accompanying prescribed form nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on this Medicare Cost Report.

Other Matter

The Medicare Cost Report included in the accompanying prescribed form is intended to comply with the requirements of the Centers for Medicare and Medicaid Services and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States.

Restriction on Use

Our report and the prescribed form are intended solely for the information and use of management and the Centers for Medicare and Medicaid Services and are not intended to be, and should not be, used by anyone other than those specified parties.

Wipfli LLP

November 30, 2017 Spokane, Washington

Wippei LLP

payme	report is required by law (42 usc 1395g; nts made since the beginning of the cost	42 CFR 413.20(b)). Fa reporting period bein	ilure to repor g deemed overp	t can result ayments (42	In Lie in all interim usc 1395g).	FORM APPROVE OMB NO. 0938 EXPIRES 05-3	-0050
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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.



MEMO

Date:

December 06, 2017

To:

Board of Directors

From:

John Friel, CEO

Re:

Center for Oral Health Skilled Nursing Facility (SNF) Dental Agreement

Michael Norman, DO, Respiratory Therapy Director Agreement

Recommendation:

The Board of Directors approve Center for Oral Health Skilled Nursing Facility Dental Agreement and Michael Norman, DO, Respiratory Therapy Director Agreement as presented.

Background:

Center for Oral Health SNF Dental Agreement is a renewal with a two-year term.

Michael Norman, DO, Respiratory Therapy Director Agreement is a renewal with a two-year term agreement

Legal counsel has reviewed the agreements and approved as presented.



Contract Cover Sheet

Contract Name:	HER for	ORAL HEALT	
Purpose of Contract:	SMF DO	nhal	
Contract # / Effective Date	/ Term	3-1-18	- Z-28-202D
Originating Dept. Name / N	lumber:		
Department Manager	Signature:	Elevatta D	ate: 11/29/47
	BAA:	Yes No W-9:	Yes _No
		CITALE	184 16
Administrative Officer	Signature:	NA	Date:
HIPAA/Privacy Officer (as appropriate)	Signature	<u>4</u> 1/	Date: NA
Legal Counsel	Signature:	ULA EMAIL	Date: 11 29 17
Compliance Officer	Signature:	Mary Norman	Date: 11/29/17
Chief Financial Officer	Signature:	Nath MAN	Date: 30 NOV 2017
Chief Executive Officer	Signature:	John the	Date: 125-17
Board of Directors When Applicable	Signature		Date:
1. Final Signatures or	Contract, BAA 8	₹ W-9:	Date:
2. Copy of Contract/B	AA/W-9 forwarde	d to Department Manager:	Date:
3. Copy of Contract/B	AA/W-9 forwarde	d to Contractor (if applicable):	Date:
4. Copy of Contract/E (if applicable)	BAA/W-9 scanned	/emailed to Controller and Legal:	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 5/2017



DENTAL SERVICES CONTRACT BETWEEN BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT AND CENTER FOR ORAL HEALTH

THIS DENTAL CONTRACTOR AGREEMENT ("Agreement") is made and entered into as of the 1st of March, 2018 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital" and/or "District") and Center for Oral Health ("Contractor" and/or "Dentist").

RECITALS

WHEREAS, Hospital operates a Skilled Nursing Facility and Hospital may contract with dentists and dentist extenders to provide routine dental care to the Skilled Nursing Facility residents.

WHEREAS, Contractor employs Dentists who are licensed by the Dental Board of California to practice dentistry and are qualified to perform the services requested to Hospital's Skilled Nursing Facility residents.

WHEREAS, Hospital desires to retain the services of Contractor to provide routine dental care to the Skilled Nursing Facility residents and Contractor desires to contract with Hospital.

AGREEMENTS

SECTION I. RESPONSIBILITIES OF CONTRACTOR.

A. SERVICES. During the term of this Agreement, Contractor shall serve as the Dentist to the Skilled Nursing Facility residents and shall perform the duties and obligations set forth below.

B. SKILLED NURSING FACILITY SERVICES.

- 1. Routine Dental Services. Contractor agrees to provide routine dental services to meet the needs of each resident of the Skilled Nursing Facility. "Routine dental services" means an annual inspection of the oral cavity for signs of disease, diagnosis of dental disease. If the resident requires dental radiographs dental cleaning, fillings (new and repairs), minor dental plate adjustments, smoothing of broken teeth and limited prosthodontic procedures arrangements will be made with the resident choice of dentist.
- Arrangements shall be made with the Director of Staff Development (DSD) to participate at least annually in the staff development program for all patient care personnel and to approve oral hygiene policies and practices.
- Dentist shall provide assistance and guidance to the staff of the Skilled Nursing Facility regarding the clinical issues as needed.

- Documentation: Oral and dental care services shall be documented in the 4. resident's clinical record.
- ACCESS TO BOOKS AND RECORDS. C. If the value or cost of Services rendered to Hospital pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a twelve- month period, Dentist agrees as follows:
 - Until the expiration of four (4) years after the furnishing of such Services, Dentist 1. 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 dulyauthorized representative, such books, documents and records as may be necessary to certify the nature and extent of the cost of such Services; and
 - If any such Services are performed by way of subcontract with another 2. organization and the value or cost of such subcontracted services is Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, such subcontract shall contain, and Dentist shall enforce, a clause to the same effect as subparagraph 1. Immediately above.

The availability of Dentist'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.C. shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

- Dentist will not carry out any of the duties of the Agreement through a subcontract. D.
- E. REPORTS AND RECORDS. Contractor 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 Contractor shall have access to such reports, records, and supporting documents as authorized by District policies and the law of the State of California.
- NOTIFICATION OF CERTAIN EVENTS. Contractor shall notify Hospital in writing within three (3) business days after the occurrence of any one or more of the following events: 1.

Contractor's staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;

Contractor becomes the subject of any suit, action or other legal proceeding arising 2. out of Contractor's professional services; 3.

Contractor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

Contractor becomes the subject of any disciplinary proceeding or action before 4. any state's dental board or similar agency responsible for professional standards or behavior:

Contractor becomes incapacitated or disabled from practicing dentistry; 5.

Any act of nature or any other event occurs which has a material adverse effect on 6. Contractor's ability to perform the Contractor Services under this Agreement; 7.

Contractor changes the location of his offices;

Contractor is charged with or convicted of a criminal offense; or

9. Contractor 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

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

- Contractor is not bound by any agreement or arrangement which would preclude Contractor from entering into, or from fully performing the services required under this Agreement;
- B. Contractor's license to practice dentistry 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. Contractor's dental 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. Contractor 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 Health Services or other relevant accrediting organizations; and (3) all applicable Bylaws, Rules and Regulations of Hospital and it's Dental Staff;
- E. Contractor has not in the past conducted, and is not presently conducting, Contractor's dental practice in such a manner as to cause Contractor to be suspended, excluded, barred or sanctioned under the Medi-Cal Dental 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. Contractor has, and shall maintain throughout the term of this Agreement, an unrestricted license to practice dentistry in the State of California and staff membership privileges at Hospital.

SECTION III. INDEPENDENT CONTRACTOR.

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

SECTION IV. INDEMNIFICATION OF LIABILITY.

Contractor agrees to indemnify, defend and hold harmless BVCHD 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, alleged to be caused by or arising from: (1) the negligent or intentional acts, errors, or omissions of Contractor, Contractor's Dental Providers or Contractor's agents or employees; (2) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of Contractor, Dentists or its agents or employees; (3) the use of any copyrighted materials or patented inventions by Contractor, Contractor's Dentists or Contractor's agents or employees; or (4) Contractor'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 V. COMPENSATION.

For services rendered under this Agreement, Hospital shall pay Contractor compensation of \$1,200.00 annually.

SECTION VI. COMPLIANCE.

District is committed to compliance with all billing and claims submission, fraud and abuse laws and regulations. In contracting with District, Contractor agrees to act in compliance with all laws and regulations. District has completed a Compliance Program to assure compliance with laws and regulations. Contractor is thereby expected to comply with the policies of the District's Compliance Program.

At a minimum, Contractor is expected to:

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

Failure to follow the standards of the District's Compliance Program (including the duty to report misconduct) may be considered to be a violation of the Contractor's arrangement with the District and may be grounds for action by the District, including termination of the relationship.

SECTION VII. TERM.

This Agreement is effective from, March 1, 2018 until February 28, 2020, unless this Agreement is terminated early pursuant to Section VII below.

SECTION VIII. EARLY TERMINATION.

- A. Hospital may terminate this Agreement immediately upon written notice to Contractor based on the occurrence of any of the following events:
 - Contractor's license to practice dentistry is suspended, revoked, terminated, or otherwise restricted;
 - 2. Contractor's staff privileges at the Hospital are in any way suspended,

revoked, or otherwise restricted:

3. Medi-Cal Dental significantly changes the RHC program;

4. Hospital fails to maintain RHC status;

- Contractor's Professional Services Agreement is terminated or expires; 5.
- Contractor's failure to comply with the standards of the Bear Valley Community 6. Healthcare District Compliance Program to the extent that such failure results in material fine and or sanction from Medi-Cal or Dental Program;

Neglect of professional duty by Contractor in a manner that poses an imminent 7. danger to the health or safety of any individual, or violates Hospital's or the Medical Staff's policies, rules and regulations;

The failure of Contractor to make a timely disclosure required pursuant to Section 8. I, subdivision F:

Breach by Contractor of any of the confidentiality provisions under this Agreement; 9.

The conviction of Contractor of a criminal offense related to health care, or the 10. listing of Physician by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation; or

Contractor is removed from office by the Medical Executive Committee according 11. to the applicable Medical Staff Bylaws.

- Either party may terminate this Agreement for material breach; provided that the non-B. 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.
- Either party may terminate this Agreement, without cause, by providing the other party C. sixty (60) days prior written notice.
- EFFECT OF TERMINATION. D. In the event that this Agreement is terminated for any reason, Dentist shall be entitled to receive only the amount of compensation earned prior to the date of termination.
- 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.

Contractor 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 dental/Medi-Cal record information regarding Hospital patients (Including Family Health Center patients) and Contractor shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of Hospital and it's Medi-Cal 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. Contractor 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, 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.

Contractor shall maintain at Contractor's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for

Contractor as the named insured, and such policy shall cover any acts of Contractor'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. Contractor further shall maintain "continuous coverage," as defined by this Section for the entire relevant term. The relevant term shall commence with the date of this Agreement and shall continue through the term of this Agreement, as well as any extensions or renewals thereof, and for a period thereafter of no less than three (3) years. In order to maintain continuous coverage for the entire relevant term Contractor shall, if it changes insurers for any reason, take the necessary actions required in order to provide continuous coverage by either obtaining "tail" insurance from the preceding carriers, or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this Section, the "tail" insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the last contract between the parties for a period of three (3) years. In order to satisfy the requirements of this Section for "nose" insurance, the retroactive effective date for such insurance must be at least the first date of the relevant term noted above. Contractor shall provide proof of current insurance and, in the event of modification, termination, expiration, non-renewal or cancellation of any of the aforesaid policies of insurance, Contractor shall give Hospital written notice thereof within thirty (30) business days of Contractor's receipt of such notification from any of its insurers. In the event Physician fails to procure, maintain or pay for said insurance as required herein, District shall have the right, but not the obligation to obtain such insurance. In that event, Contractor shall reimburse District for the cost thereof, and failure to repay the same upon demand by Hospital shall constitute a material breach hereunder.

SECTION XI. ASSIGNMENT.

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

SECTION XII. NOTICES.

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

District:

John Friel, Chief Executive Officer

Bear Valley Community Healthcare District

P. O. Box 1649

Big Bear Lake, California 92315

Contractor:

Center for Oral Health 309 E. 2nd Street

Pomona, CA 91766

SECTION XIII. PRE EXISTING AGREEMENT.

With an exception for Contractor's Agreement for Dentistry Services at the Rural Health Clinics, this Agreement replaces and supersedes any and all prior arrangements or understandings by and between District and Contractor with regard to the subject matter hereof.

SECTION XIV.

DISTRICT NOT PRACTICING DENTISTRY.

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

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 Contractor is conditioned on any requirement that Contractor make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital. The parties further acknowledge that Contractor is not restricted from establishing staff privileges at, referring any service to, or otherwise generating any business for any other facility of Contractor's choosing.

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XX. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

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

Dated:	By:
	Donna Nicely, Board President
	Bear Valley Community Healthcare District
	P. O. Box 1649
	Big Bear Lake, CA 92315

Bv:	
Center for Oral Health	
	Center for Oral Health 309 E. 2nd Street Pomona, CA 91766

Shelly Egerer

From: Sent:

Christina Meissner < CMeissner @MTBAttorneys.com>

Saturday, November 25, 2017 11:18 AM

To: Cc:

Shelly Egerer Deborah Tropp

Subject:

RE: Dental Agreement for SNF- 3-18-2-2020

Attachments:

Dental Agreement for SNF- 3-18-2-2020-MTB REVISED.docx

Hi Shelly,

There was no physician contact attached. The only thing attached was the COH SNF Agreement for Dental services. The edited version is attached.

Let us know if you have any questions.

Thanks, Christina

From: Shelly Egerer [mailto:Shelly.Egerer@bvchd.com]

Sent: Thursday, November 16, 2017 9:46 AM

To: Deborah Tropp < DTropp@MTBAttorneys.com>; Christina Meissner < CMeissner@MTBAttorneys.com>

Subject: Dental Agreement for SNF- 3-18-2-2020

Hello ladies,

Attached is another physician contract that requires you to review.

Best Wishes.

Shelly Egerer **Executive Assistant** Bear Valley Community Healthcare District (909) 878-8214 Phone (909) 878-8282 Fax

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

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Contract Cover Sheet

Contract Name:	MICH	nati Norman	90
Purpose of Contract:	RI	Director	
Contract # / Effective Date	/ Term	, 21-18 to	1 31-20
Originating Dept. Name / N	Number:		
Department Manager	Signature:	Act refor	Date: _11/30/17
			_Xes _No
		C. THIE	NHIE
Administrative Officer	Signature:	fly	Date: 11/7/17
HIPAA/Privacy Officer (as appropriate)	Signature	411	Date:
<u>_egal Counsel</u>	Signature:	ma email	Date: 12-3-17
Compliance Officer	Signature:	Mary Norman	Date: 12-4-17
Chief Financial Officer	Signature:	Nant and	Date: 30NOU 26
Chief Executive Officer	Signature:	Amtul	Date: 12-5-17
Board of Directors When Applicable	Signature	0	Date:
1. Final Signatures or	Contract, BAA	& W-9:	Date:
2. Copy of Contract/B	AA/W-9 forwarde	ed to Department Manager:	Date:
3. Copy of Contract/B	AA/W-9 forwarde	ed to Contractor (if applicable):	Date:
4. Copy of Contract/E	BAA/W-9 scanne	d/emailed to Controller and Legal:	Date:

Contract Cover Sheet CONFIDENTIAL NOTICE:

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BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT MEDICAL DIRECTOR AGREEMENT (RESPIRATORY/EKG DEPARTMENT) WITH MICHAEL NORMAN, D.O.

THIS MEDICAL DIRECTOR AGREEMENT ("Agreement") is made and entered into as of the 1ST day of February, 2018 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Michael Norman, D.O. ("Physician").

RECITALS

WHEREAS Hospital is the owner and operator of a general acute care hospital located in Big Bear Lake, California.

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

WHEREAS, the District desires Physician to provide medical director services in the Hospital's Respiratory/EKG Department ("Department"); and Physician is willing and so desires to contract with Hospital to furnish said medical director services to the District and its patients.

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

- A. PHYSICIAN QUALIFICATIONS. Physician shall be duly licensed and qualified to practice medicine in California (and San Bernardino County), and shall be approved for membership and/or clinical privileges on Hospital's medical staff in accordance with the medical staff Bylaws, Rules and Regulations. Physician shall have overall responsibility for the Respiratory/EKG services. Physician shall satisfy such other requirements set forth in Section 8.3 of the medical staff Bylaws.
- B. DUTIES AND OBLIGATIONS. During the term of this Agreement, Physician shall serve as Medical Director of the Respiratory/EKG Department and Physician shall be responsible for the medical direction of the Department and the performance of the other medical administrative services, including all of the duties customarily associated therewith, to the reasonable satisfaction of Hospital. Physician shall devote as much time to the discharge of the medical administrative responsibilities under this Agreement as is necessary to provide for the proper and adequate medical administrative management of the Department. Without limiting the foregoing, Physician's duties as Medical Director shall include, without limitation, the following:

- 1. Physician shall generally monitor the quality of patient care and professional performance rendered by members with clinical privileges in internal medicine;
- 2. Physician shall conduct investigations and submit reports and recommendations to the appropriate committees regarding the clinical privileges to be exercised within service by members or of applicants to the medical staff;
- 3. Physician shall be a member of the Medical Executive Committee, and give guidance on the overall medical policies of the medical staff and make specific recommendations, and suggestions regarding the service;
- 4. Physician shall perform such other duties commensurate with the office as may from time to time be reasonably requested by the chief of staff or the medical executive committee;
- 5. Physician shall provide clinical direction and guidelines for the clinical activities of physician, professional department personnel and non-physician personnel within the department, including, without limitation, those nurses and technicians that may serve in the Department;
- 6. Physician shall advise the Hospital as to the selection, replacement, condition, and repair of the supplies and medical equipment in the Department. Physician is not authorized to enter into any contract on behalf of the Hospital for the purchase, rental, or other acquisition of equipment or supplies;
- 7. Physician shall develop and/or review for the Hospital's approval, at least annually, the Department's professional policies, protocols, procedures, and standards;
- 8. Physician shall participate in the educational programs conducted by the Hospital and the medical staff necessary to insure the Department's and the Hospital's compliance with regulatory accreditation, with insurance requirements, and shall participate in such other educational programs within the Hospital as the Hospital may reasonably request;
- 9. Physician shall participate in the quality improvement programs conducted by the Hospital and the medical staff necessary to insure the Department's and the Hospital's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other quality improvement programs within the Hospital as the Hospital may reasonably request;
- 10. Physician shall participate in the utilization review programs conducted by the Hospital and the medical staff necessary to insure the Department's and the Hospital's compliance with regulatory, accreditation and insurance requirements and shall participate in such other utilization review programs within the Hospital as the Hospital may reasonably request;
- 11. Physician shall participate in the risk management programs conducted by the Hospital and the medical staff necessary to insure the Department's and the Hospital's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other risk management programs within the Hospital as the Hospital may reasonably request;
- 12. Physician shall actively participate in the marketing of the Hospital's and the Department's services to the public and physician community;

- 13. Physician shall, upon the Hospital's request, assist in the preparation of the annual and long-term operating and capital budgets for the Department;
- 14. Physician shall, upon request by the Hospital or the medical staff, report the status and functioning of the Department and report the nature of Physician's activities towards fulfilling its obligations under this Agreement and towards ensuring the competent and efficient provision of the Department's professional services to the various divisions and departments of the Hospital;
- 15. Physician shall establish the necessary guidelines for the timely implementation of orders for Department services through appropriate medical staff committees. Physician shall review and countersign an order of a nonmember of the medical staff prior to the implementation of that order in the Department; and,
- 16. Physician shall report on a quarterly basis to the Medical Executive Committee the overall status of the Department, and perform such other administrative duties as the Hospital shall reasonably request. Physician shall attend a minimum of 75% of the medical staff meetings.
- 17. ETHICS. In performing services under this Agreement, Physician shall use his best and most diligent efforts and professional skills; perform professional supervisory services; render care to patients in accordance with and in a manner consistent with the high standards of medicine; conduct himself in a manner consistent with the principles of medical ethics promulgated by the American Osteopathic Association; and comply with the Hospital's rules and regulations.
- 18. In respect to Physician's performance of Physician's professional duties, the Hospital shall neither have nor exercise control or direction over the specific methods by which Physician performs Physician's professional clinical duties. The Hospital's sole interest shall be to ensure that such duties are rendered in a competent, efficient and satisfactory manner.
- 19. Physician recognizes that the professional reputation of the Hospital is a unique and valuable asset. Physician shall not make any negative, disparaging, or unfavorable comments regarding the Hospital or any of its owners, officers, employees to any person, either during the term of this Agreement or following termination of this Agreement.
- 20. NOTIFICATION OF CERTAIN EVENTS. Physician shall notify Hospital in writing within three (3) business days after the occurrence of any one or more of the following events:
 - a. Physician's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
 - b. Physician becomes the subject of any suit, action or other legal proceeding arising out of Physician's professional services;
 - c. Physician is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
 - d. Physician becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;
 - e. Physician becomes incapacitated or disabled from practicing medicine;
 - f. Any act of nature or any other event occurs which has a material adverse effect on Physician's ability to perform the Services under this Agreement;
 - g. Physician changes the location of his offices;
 - h. Physician is charged with or convicted of a criminal offense; or

- 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.
- C. COORDINATION OF SERVICES. The parties further acknowledge and agree that in addition to the duties and obligations set forth above, Physician shall have the following obligations as medical director:
 - 1. Physician shall have overall responsibility for the Department's services. The parties acknowledge that Physician may be absent or not available from time to time for good reason (but subject to the prior written approval of Hospital), such as attendance at medical practice continuing education. During these periods of absence, Physician shall provide a substitute physician so long as (a) said physician satisfies the same requirements and qualifications applicable to Physician under this Agreement, and (b) said Physician assumes all of Physician's contractual, malpractice, and other liabilities related to the provision of services in the Department.
 - 2. Physician shall be available in person or by electronic communication at all times.
 - Physician shall over-read electrocardiograms within seven (7) business days of obtaining the electrocardiogram.
 - Physician shall review and sign off on the arterial blood gas log daily.
 - Physician shall review and sign off on the arterial blood gas proficiency testing quarterly.
 - Physician shall review and sign off on the respiratory care practitioners arterial blood gas competencies annually.
 - 7. Physician shall review and sign off on the pulmonary function testing within forty-eight (48) hours of spirmetry testing.
 - 8. Physician shall provide administrative direction and supervision to the Department manager.
 - Physician shall participate in quality improvement by reviewing electrocardiograms interpreted by emergency room physicians on a quarterly basis.
 - 10. Physician shall provide on-site services in compliance with all applicable Medicare/Medi-Cal rules and regulations pertaining the Clinics to assure certification.
- D. ACCESS TO BOOKS AND RECORDS. If the value or cost of Services rendered to Hospital pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a twelvementh period, Physician agrees as follows:
 - Until the expiration of four (4) years after the furnishing of such Services, Physician shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary'), the Secretary's duly-authorized representative, the Comptroller General, or the Comptroller General's duly-authorized representative, such books, documents and records as may be necessary to certify the nature and extent of the cost of such Services; and

2. If any such Services are performed by way of subcontract with another organization and the value or cost of such subcontracted services is Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, such subcontract shall contain, and Physician shall enforce, a clause to the same effect as subparagraph 1. immediately above.

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

- E. REPORTS AND RECORDS. Physician shall, in accordance with Hospital and medical staff policies, cause to be promptly prepared and filed with appropriate physicians, and the Hospital's medical records department, reports of all examinations, procedures, and other professional services performed by Physician and shall maintain an accurate and complete file within the Department, or other location approved by the Hospital, of all such reports and supporting documents. The ownership and right of control of all reports, records, and supporting documents prepared in connection with the Department belong to the Hospital; provided that Physician shall have access to such reports, records, and supporting documents as authorized by Hospital policies and the law of the State of California.
- F. USE OF PREMISES. Physician shall neither use nor permit anyone employed, retained, or otherwise associated with Physician to use any part of the Department or Hospital for any purpose other than the performance of services under this Agreement.

SECTION II. REPRESENTATIONS AND WARRANTIES

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

- A. Physician is not bound by any agreement or arrangement which would preclude Physician from entering into, or from fully performing the services required under this Agreement;
- B. Physician's license to practice medicine in the State of California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;
- C. Physician's medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- D. Physician shall perform the services required hereunder in accordance with: (1) all applicable federal, state, and local laws, rules and regulations; (2) all applicable standards of care of relevant accrediting organizations; and (3) all applicable Bylaws, Rules and Regulations of Hospital and it's 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;
- Physician has, and shall maintain throughout the term of this Agreement, an unrestricted license to practice medicine in the State of California and staff membership privileges at Hospital;
- G. Physician has disclosed, and will at all times during the term of this Agreement promptly disclose, to the Hospital: (1) the existence and basis of any legal, regulatory, professional or other proceeding against Physician instituted by any person, organization, governmental agency, health care facility, peer review organization, or professional society which involves any allegation of substandard care or professional misconduct raised against Physician; and (2) any allegation of substandard care or professional misconduct raised against Physician by any person, organization, governmental agency, health care facility, peer review organization or professional society;
- H. Physician agrees to promptly disclose any change to the status of his license to practice medicine or any changes the status of any privileges Physician may have at any other health care facility;
- Physician shall deliver to the Hospital promptly upon request copies of all certificates, registrations, certificates of insurance and other evidence of Physician's compliance with the foregoing as reasonably requested by the Hospital; and,
- J. Physician shall participate in all government and third-party payment or managed care programs in which Hospital/Clinic participates, render services to patients covered by such programs, and accept the payment amounts provided for under these programs as payment in full for services of Physician to Hospital/Clinic's patients. If Hospital/Clinic deems it advisable for Physician to contract with a payer with which Hospital/Clinic has a contract, Physician agrees in good faith to negotiate a contractual agreement equal to the reasonable prevailing reimbursement rates for internists/hospitalists within the geographic area of Hospital/Clinic.

SECTION III. INDEMNIFICATION OF LIABILITY.

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

SECTION IV. INDEPENDENT CONTRACTOR.

In performing the services herein specified, Physician is acting as an independent contractor, and shall not be considered an employee of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto,

and nothing herein contained shall be construed to authorize either party to act as agent for the other. Physician shall be liable for Physician's own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor, Physician is responsible for filing such tax returns and paying such selfemployment taxes as may be required by law or regulations.

SECTION V. COMPENSATION.

At the end of each month, Physician shall submit to the Hospital administration a completed and signed Director Monthly Administrative Services Log in the form set forth in Exhibit "A" attached hereto and incorporated herein by reference. Upon receipt of a completed and signed log, Hospital shall pay Physician a monthly sum in the amount of \$1,500.00 (One Thousand Five Dollars and No Cents) for services under this Agreement. Monthly payments to Physician shall be made on or before the 10th (tenth) day of the month, following the month in which services are

SECTION VI. COMPLIANCE.

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

At a minimum, Physician is expected to:

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

SECTION VII. TERM.

This Agreement is effective from February 1, 2018 to January 31, 2020, however this Agreement is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

Hospital may terminate this Agreement immediately upon written notice to Physician A. based on the occurrence of any of the following events:

1. Physician's license to practice medicine is suspended, revoked, terminated, or otherwise restricted:

- 2. Physician's medical staff privileges at the Hospital, or any other health care facility, are in any way suspended, revoked, or otherwise restricted;
- 3. Medicare and/or MediCal significantly changes the RHC program;

4. Hospital fails to maintain RHC status;

5. Physician Services Agreement is terminated or expires;

- Physician's failure to comply with the standards of the Hospital's Compliance Program to the extent that such failure results in material fine and or sanction from Medicare or Medi-Cal Program;
- 7. Physician breaches any material term of this Agreement;
- 8. Physician fails to complete medical records in a timely fashion;
- 9. Physician fails to maintain the minimum professional liability insurance coverage;
- Physician inefficiently manages patients and such inefficient management has not been cured after 30 days written notice from the Hospital;
- 11. Physician's inability to work with and relate to others, including, but not limited to patients and ancillary staff, in a respectful, cooperative and professional manner and such inability has not been cured after 30 days written notice from the Hospital;
- Physician is unable to provide medical services under the terms of this Agreement due to a physical or mental disability;
- 13. Physician becomes impaired by the use of alcohol or the abuse of drugs;
- 14. Physician is convicted of any criminal offense, regardless of whether such action arose out of Physician's provision of professional services:
- 15. Physician commits any act of fraud as determined by reasonable discretion of the Board whether related to the Physician's provision of professional services or otherwise; or
- 16. A mutual written agreement terminating this Agreement is entered into between the Hospital and Physician.
- B. Either party may terminate this Agreement for material breach; provided that the non-defaulting party shall give written notice of the claimed default, and the other party shall have 30 days to cure such performance, failing which, this Agreement may thereafter be immediately terminated by the non-defaulting party.
- C. Either party may terminate this Agreement, without cause, by providing the other party sixty (60) days prior written notice.
- D. EFFECT OF TERMINATION. In the event that this Agreement is terminated for any reason, Physician shall be entitled to receive only the amount of compensation earned prior to the date of termination.
- E. TERMINATION WITHIN FIRST TWELVE (12) MONTHS. If this Agreement is terminated, with or without cause, during the first twelve (12) months of the term, the parties shall not enter any new agreement or arrangement during the remainder of such twelve (12) month period.

SECTION IX. CONFIDENTIALITY.

Physician shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the patient in writing, any patient or medical record information regarding Hospital patients (including Family Health Center patients), and Physician shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of Hospital and its Medical Staff, regarding the confidentiality of such information from Hospital or Family Health Center patients receiving treatment of any kind, including treatment for alcohol and drug abuse. Physician is fully bound by the provisions of the federal regulations governing Confidentially 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.

- 1. Hospital. District represents that Physician shall be covered under Hospital's Directors and Officers Liability Insurance against liability arising from Physician's performance of Director services within the course and scope of the directorship duties stated in this Agreement.
- 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 further shall maintain "continuous coverage," as defined by this Section for the entire relevant term. The relevant term shall commence with the date of this Agreement and shall continue through the term of this Agreement, as well as any extensions or renewals thereof, and for a period thereafter of no less than three (3) years. In order to maintain continuous coverage for the entire relevant term Physician shall, if it changes insurers for any reason, take the necessary actions required in order to provide continuous coverage by either obtaining "tail" insurance from the preceding carriers, or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this Section, the "tail" insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the last contract between the parties for a period of three (3) years. In order to satisfy the requirements of this Section for "nose" insurance, the retroactive effective date for such insurance must be at least the first date of the relevant term noted above. Physician shall provide proof of current insurance and, in the event of modification, termination, expiration, non-renewal or cancellation of any of the aforesaid policies of insurance, Physician shall give Hospital written notice thereof within thirty (30) business days of Physician's receipt of such notification from any of its insurers. In the event Physician fails to procure, maintain or pay for said insurance as required herein, Hospital shall have the right, but not the obligation to obtain such insurance. In that event, Physician shall reimburse Hospital for the cost thereof, and failure to repay the same upon demand by Hospital shall constitute a material breach hereunder.

SECTION XI. ASSIGNMENT.

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

SECTION XII. NOTICES.

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

Hospital:

John P. Friel Chief Executive Officer

Bear Valley Community Healthcare District

P. O. Box 1649

Big Bear Lake, CA 92315

Physician:

Michael Norman, D.O.

P.O. Box 2915

Big Bear Lake, CA 92315

SECTION XIII. PRE EXISTING AGREEMENT.

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

SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.

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

SECTION XV. ENTIRE AGREEMENT.

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

SECTION XVI. SEVERABILITY.

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

SECTION XVII. GOVERNING LAW.

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

SECTION XVIII. REFERRALS.

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

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XX. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

Dated:	By:
	Donna Nicely, Board President Bear Valley Community Healthcare District P. O. Box 1649 Big Bear Lake, CA 92315
Dated:	By:
	Michael Norman, D.O. P.O. Box 2915 Big Bear Lake, CA 92315

EXHIBIT A

PHYSICIAN DEPARTMENT DIRECTOR MONTHLY ADMINISTRATION SERVICES LOG

Respiratory Therapy & EKG Medical Director

N	lonth of:		
M	leeting Attendance:		
A	Medical Executive Committee Attendance Quarterly Department Status Report to MED	_ Present _ Yes	Absent No
E	(G Interpretation of Month:	_	
D	epartment Supervision/Administration:		
		<u>Hours</u>	Comments
A	Department Clinical Direction/Personnel Supervision	-	
A	Department Quality Improvement Activity		
~	Department Utilization Review	_	
A	Presentation/Participation Continuing Education Activity		
A	Other (Department policy/procedure development, equipment needs evaluation, risk management)		
	TOTAL Department Supervision/Administration Hours		
	Signature	-	Date
	CEO	-	Date

Shelly Egerer

From:

Christina Meissner < CMeissner @ MTBAttorneys.com >

Sent: To:

Sunday, December 03, 2017 2:56 PM

Subject:

Shelly Egerer; Deborah Tropp

Attachments:

RE: Michael Norman's Medical Director-Respiratory EKG Dept 2018-2020

Michael Norman's Medical Director-Respiratory EKG Dept 2018-2020-MTB REVISED.docx

HI Shelly,

The revised agreement is attached. The subsection J in Section II is new and section XIX is new. Please let us know if there are any questions.

Thanks, Christina

From: Shelly Egerer [mailto:Shelly.Egerer@bvchd.com]

Sent: Wednesday, November 29, 2017 4:02 PM

To: Deborah Tropp < DTropp@MTBAttorneys.com>; Christina Meissner < CMeissner@MTBAttorneys.com>

Subject: Michael Norman's Medical Director-Respiratory EKG Dept 2018-2020

Good afternoon ladies,

Attached is a contract that requires your review, please.

Thank you.

Best Wishes,

Shelly Egerer **Executive Assistant** Bear Valley Community Healthcare District (909) 878-8214 Phone (909) 878-8282 Fax

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MEMO

Date: 30 November 2017

To: BVCHD Finance Committee and Board

From: Garth M Hamblin, CFO

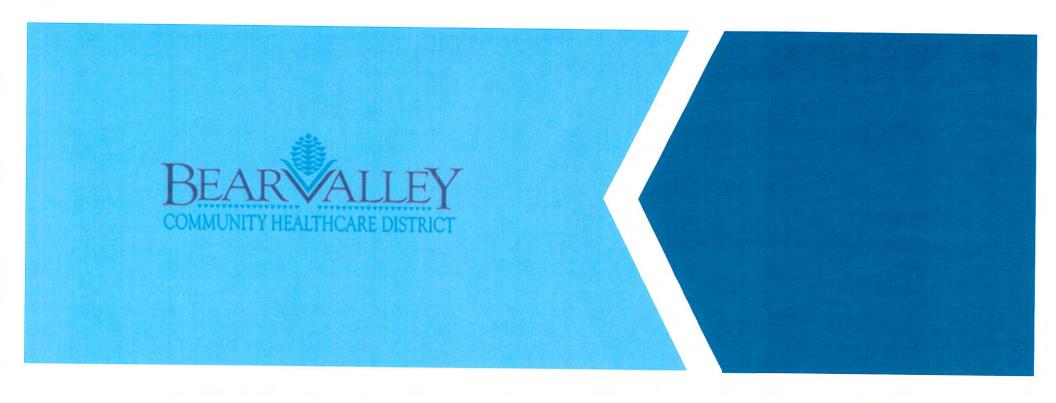
Re: Travel Expenses for QHR IT Assessment

Recommended Action

Approval of an amount not to exceed \$2,000 for travel and related expense for QHR consultant to conduct IT assessment.

Background

Attached is an overview of the approach and deliverables for QHR to conduct an IT assessment. At last month's meeting Ron Vigus of QHR offered that this assessment could be done as part of the consulting services under the QHR agreement. Our only expense would be the above referenced travel and out-of-pocket expenses.



Proposal for: Abbreviated IT Assessment

November 22, 2017



Creating a Sustainable Future for Healthcare Organizations

Our Understanding of Your Needs





- Bear Valley Community Healthcare District is in need of a 3rd party to help perform an abbreviated IT Assessment.
- The project will entail a review of:
 - the technical environment at Bear Valley;
 - the current application needs and application mix;
 - current governance processes;
 - application usage by key staff;
 - user satisfaction with current systems;
 - high-level HIPAA policies and compliance with HIPAA Security;
 - high-level IT staffing review.
- Deliverables will include a management action plan that can be followed by local staff to improve:
 - user satisfaction;
 - staff's use of the systems;
 - the application portfolio at Bear Valley;
 - IT staff performance and compliance with policies.

Objectives and Methodology

Objectives



Review the current setup, support, governance and usage existing software



Understand how well the hospital is meeting HIPAA security compliance

Formulate an in-depth analysis of current issues and the best alternative to resolve problems long-term

Methodology & Deliverables



Interview key staff and stakeholders



Review the current application mix, interface capabilities and future plans



Develop an action plan and review with Bear Valley



Work with Bear Valley to develop the best long-term plan

Improving IT Satisfaction and Usage

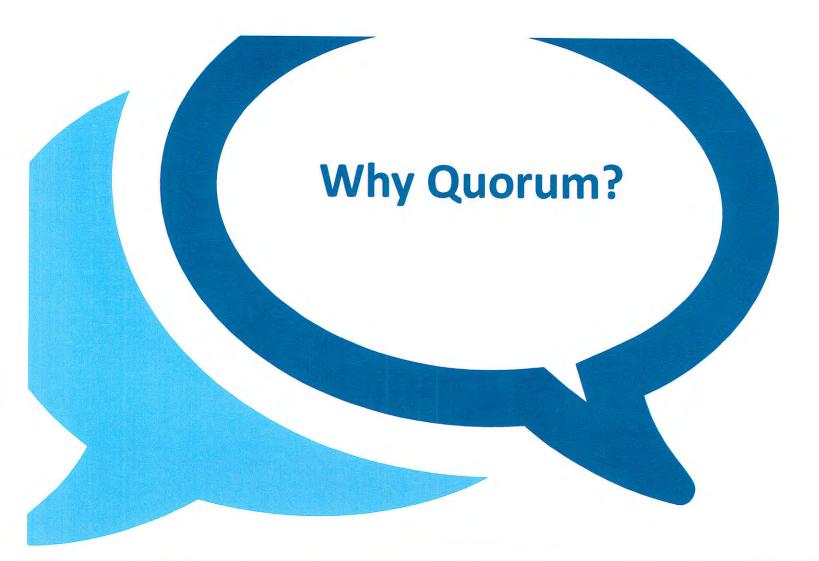
Steps to Completion

- Data request and review
- On-site interviews
- Immediate feedback on critical items found
- 2 weeks for development of the Management Action Plan
- Management Action Plan identifying next steps for process improvements, or possible changes to the application or interface mix

Contact Us



- Shannon Williams, MBA, PMP, CPHIMS Vice President, Project Management Office
- 479.879.7003
- swilliams@qhr.com



We Are Healthcare Executives Just Like You

ADVISORY SERVICES

- Clinical Operations

- · Revenue Cycle
- · Workforce Efficiency
- · Supply Chain
- Physician Services

project-based

RISK ASSESSMENT

- Operational improvement opportunity
- Financial impact analysis
- Compliance risk analysis
- · Capital needs assessment
- Regulatory impact analysis

Fee structure can be time and material project or fee-based

BUSINESS PLANNING

- · Strategic plan development
- · Service line planning
- · Pro forma development
- · Governance structure creation
- · Bylaw & compliance program development
- · Medical staff planning

Fee structure can be time and material project or fee-based

Quorum's consulting and operations consultants provide a spectrum of services, from a long-term management advisory relationship to a short-term turnaround engagement to a customized consulting/operations solution, that meet the needs of healthcare organizations. Our experience extends to all types of health care facilities - large urban hospitals/systems, community hospitals, university medical centers, rural providers, insurance firms and physician practices.

Quorum has more than 150 operations and consulting clients across 34 states.



HOSPITAL AFFILIATION

Proprietary & Confidential

Over Two Decades of Experience

800 Consulting engagements completed

126 Current multi-year hospital clients

Years of hospital operations experience among Quorum Leadership Team

(#11

Modern Healthcare: Top healthcare consulting firm

Overview of IT Consulting Services

The Quorum Advantage: Our Approach & Methodology

We focus your attention on **Strategic Direction**, **Economic Incentives**, **IT Adoption**, and **Market Forces** when developing initiatives with enterprise-wide impact. By leveraging your unique mix of people, process, and technologies, our resulting recommendations improve the bottom line and quality of patient care.



IT Assessment and Strategy

Quorum advises on how to define, implement, and manage a sustainable IT plan with governance structure that will enable and drive your organization's strategic mission, financial performance, and market competitiveness.

Search, Selection, Contract Negotiations

Before selecting a new information system or technology, an organization must determine its operational requirements. By focusing on the people, process, and technologies during the selection phase, this methodology provides a foundation for successful implementation. Also, building on familiarity with industry standards and best practices, our consultants will help develop a negotiation strategy that will yield an advantageous contract.

System Implementation, and Optimization

IT that is implemented without considerations of the operations will likely not achieve the desired outcomes. We have assisted a very diverse portfolio of acute and ambulatory organizations in the implementation, upgrades, and optimization of their vendor solutions.

Healthcare Industry Affiliations

On a daily basis, we work with clients running the following vendor systems:

- CPSI (Evident)
- McKesson
- Epic
- HMS
- Cerner
- Athena Health
- MEDITECH
- Allscripts





Board Report

December, 2017

Revenue Cycle Implementation

Garth and consultants are planning on this beginning in first quarter of 2018.

Compliance Implementation

Tomi Hagen, QHR Compliance Consultant, has completed a compliance risk assessment and developed the compliance monitoring and auditing plan for 2018 which completes this consulting engagement.

I will continue to provide phone and email support and we are planning for a compliance program assessment/effectiveness evaluation in late 2018.

Mary Norman attended our QHR Compliance Conference in November.

Upcoming Education Events – In December

12/06/17 - 12/08/17 Reimbursement & Regulatory Update: Final Outpatient Physician Fee Schedule Rules Series

Three-part webinar series presented December 6, 7, 8, 2017

2/13/17 Compliance Officer Hot Topics Q4

December 13, 2017 10:30 - 11:30 am CST

Other

Ron Vigus is planning to attend the December Board meeting.

Completed Projects

- Contractual Accounts and Bad Debt Analysis
- Financial Operations Review
- RHC Coding & Compliance Review
- Community Health Needs Assessment
- Chargemaster Review
- Compliance Assessment
- Compliance Implementation



CNO Monthly Report

TOPIC	UPDATE	ACTION/FOLLOW UP	
1. Regulatory Updates	 Expecting SNF annual survey QHR will be onsite in March to complete a mock CAH survey CDPH on site for 2 complaint issues. 1 visit resulted in "no deficiency" No result for 2nd visit 	• Informational	
2. Budget/Staffing	 Overtime and call-offs are assessed by department managers and house supervisors each shift. Hours running high d/t training of seasonal employees and lack of anticipated ED volume (lifts are not open yet) 2 FT RN positions vacant on the acute unit 1 FT RN resignation (acute) 1 FT RN retirement (acute) 	 Continue to monitor Work with HR on recruitment of RNs 	
3. Departmental Reports			
■ Emergency Department	 ED Manager is working with Plant Maintenance on project scheduled for spring 2018. New "hush curtains" have been ordered. 	 Informational 	
Acute	 Swing bed current census=0 (recent discharge) 1 Travel RN is being utilized to fill shifts d/t 2 unexpected vacancies 	 Continue to monitor 	
 Skilled Nursing 	 SNF remains at 5-star rating. Census is currently at 19 residents. SNF DON and DSD are working on survey preparation. SNF policies are currently being revised & new policies developed to ensure compliance with updated regulations. 	Continue to monitorInformational	

	 New pharmacist (Naveh) is working with DON to ensure resident medications and MARs are reviewed. Candlelight Thanksgiving dinner was held, many residents and families attended. Residents attended Octoberfest Residents will attend Senior luncheon at Pine Summit Christian camp Santa plans to visit the SNF on December 7th Halloween trick or treating in the SNF was held. Money was donated for the replacement of the SNF bathtub. 	
■ Surgical Services	 Surgical stats are attached. Orthopedic procedures are being done by Dr. Pautz one day per week. Dr. Pautz and surgery staff will be on call weekends through the winter season for emergency orthopedic cases. 	 Continue to monitor Monitor surgical services costs and FTEs
 Case Management 	 Working closely with DON and Eligibility Worker re new SNF residents and SWING patients. Case Management is making contact with hospitals in surrounding communities to promote swing beds. 	 Continue to monitor
 Respiratory Therapy 	 Working with Department Lead to revise job description. 	 Continue to monitor
 Physical Therapy 	 Researching options for purchasing a new recumbent bike for patient use. 	 Continue to monitor
 Food and Nutritional Services 	 Met with Dietary manager, staff and HR to improve employee morale and teamwork within the department. Dietary provided Holiday meal for employees working on Thanksgiving. Dietary hosted candlelight dinner for SNF residents and families. 	■ Informational
. Infection Prevention	 Hand Hygiene monitoring continues. SNF Antibiotic Stewardship program is being implemented in anticipation of stronger regulations. Infection preventionist is working with plant maintenance program regarding new regulations for 	Informational

	the hospital wate. system and risk of legionella contamination. Infection Preventionist attended APIC Conference	
5. QAPI	 Train the Trainer Just Culture training was held onsite for BVCHD staff and management 11/7 & 11/8. (Free training provided by Beta) Just Culture training will be rolled out for all staff and management. BVCHD has officially enrolled in the Beta HEART program. 	 Informational Continue process for Just Culture/ BETA Heart implementation
6. Policy Updates	 SNF, Lab and Emergency Preparedness policies are being reviewed. 	Reviewed through P&P Committee
7. Safety/Product	 Workplace Violence training is being provided to all BVCHD staff. Workplace Violence Committee met and committee will be incorporated into the Safety committee going forward. Security assessments were reviewed to evaluate progress. BVCHD participated in the Great Shakeout (earthquake drill) October 19th, BVCHD participated in the Statewide Disaster Drill 	 Continue to monitor new regulation and compliance dates
8. Education	 BLS Classes scheduled monthly Foley Catheter in-service completed in the SNF Smoking Cessation classes being held weekly. 	Continue to monitor
9. Information Items/Concerns	 Attended: San Bernardino Hospital Collaborative Working with San Bernardino County DBH to participate in the Innovations Grant for telepsychiatry services in the ED. Hospital Quality Institute Annual Conference (scholarship to attend) UNAC negotiations 	 Informational
Respectfully Submitted By: Kerri Jex, CNO	Date: November 27th, 2017	

2017 Surgery Report

		Nov-17
Physician	# of Cases	Procedures
Pautz - DO	2	ORIF Forearm
Pautz - DO	3	Repair Malunion/ORIF Finger
Pautz - DO		Excision of Ganglion Cyst
Pautz - DO		ORIF Wrist
Pautz - DO	1	AC Reconstruction
Pautz - DO	1	Acromioplasty, Rotator Cuff Repair
Critel - CRNA		Hip Injections
Critel - CRNA	1	Shoulder Injection
Critel - CRNA	1	Elbow Injection
Critel - CRNA	1	Thumb Injection
Critel - CRNA	2	Trigger Points
Critel - CRNA	4	LESI
Tayani	7	Catatacts
Total	28	
		Dec-17
Physician	# of Cases	Procedures
Critel - CRNA		
Pautz - DO		
Tayani		Cataracts
Total		

Annual Total

219



CHIEF EXECUTIVE OFFICER REPORT NOVEMBER 2017

CEO Information:

On December 04, 2017, the California Department of Public Health began the Annual SNF Survey. The state was on site all week. Staff did a great job preparing for the survey and we expect minimal if any deficiencies.

Health Information Manager Position is continuing to be advertised. We have received two on-line applications.

At the November Board Meeting there was discussion regarding Health Benefits being offered to the Board of Directors and the \$100.00 stipend per Brown Act Meeting. We reached out to ACHD to confirm that it is the Board of Directors decision to offer health benefits to the full Board and the stipend of \$100.00 per Brown Act Meeting will remain, as that is the law.

Pamela Hargrove-Thomas has accepted the Laboratory Manager position. Pamela will begin December 18, 2017. Gerald Curry, Interim Laboratory Manager will transition with Pamela for a week.

We have reached out to ACHD to begin the process for the Annual Board Evaluation. You will be contacted via email by the Administration Office once we have completed the registration process. The Bylaws state that the Board Evaluation should be completed no later than February of each year.

We received a Flex Grant of \$10,000.00 for the Smoking Cessation Program; we are able to use \$5,000.00 for the cost of materials.

The Foundation is continuing to review the Foundation Bylaws and are striving to present them to the Board of Directors at the January 2018 Board Meeting.

The Auxiliary donated \$20,000.00 for the purchase of a "modern bathing unit". This is a very generous donation and we are excited to upgrade the SNF bathroom. (Attachment)

At the request of the Board of Directors, we have registered for a year subscription to the "Trustee Magazine". The magazine is delivered to the district and each Board Member will be notified as to when it has been delivered and can be picked up at your earliest convenience.

I spoke at the Big Bear Lake Rotary Club on November 16th highlight BVCHD accomplishments during 2017 and challenges for 2018.

Marketing:

The district will be hosting a blood drive with Livestream December 5th in the parking. Please share this information with your friends and family.

Employee Activities:

We had our Annual Employee Christmas Party at Bear Mountain. The employees, Foundation Members, Auxiliary Members enjoyed the event.

Attachments:
QHR Board Minutes

Bear Valley Community Hospital Auxiliary

Noted +
Reid // 19:17

Post Office Box 887 • Big Bear Lake, CA 92315

November 10, 2017

John,

On behalf of the Bear Valley Community Hospital Auxiliary,

I would like to present a check in the amount of \$20,000. for the

purchase of a "modern bathing unit" for our SNF patients.

The Bear Valley Community Hospital Auxiliary will continue to raise funds for the purchase of equipment needed by the hospital and patients.

Again, thank you for your request and we are pleased to be able to assist with the purchase of the bathing tub.

Sincerely,

Gail Dick

President

Bear Valley Community Hospital Auxiliary

16-49/1220
BEAR VALLEY COMM HOSPITAL AUX P.O. BOX 887
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Quorum Board Minutes

Addressing Changes in the Healthcare Landscape



It Goes Hand in Hand: Physician Engagement and Patient Engagement

November 2017



Today's health systems are being challenged to focus on improving the patient experience. Patient engagement describes how a patient takes on aspects of the management of their own health under the care of their physician. Many in the industry are advocating for increased physician engagement to achieve this goal.

However, physician engagement can be a challenging order to fill. According to a recent study, 51 percent of physicians are burned out, with emergency department physicians and OB/gynecologists at the top of the list. "When physicians burn out and become less engaged, their patients become increasingly disengaged and less committed to their care and treatment plan and that exacerbates the physician frustration

and burnout. It's two sides of the same coin," explained Jeff Morris, MD, MBA, FACS, Studer Group physician coach and national speaker.

One strategy that has proven successful at Brigham and Women's Physicians Organization is gathering innovative ideas from physicians. This approach helps address burnout by giving physicians a sense of professional fulfillment, which comes from leadership.

Dr. Tadarro (TJ) Richardson, SFHM, vice president of Medical Affairs at Quorum Health Resources explains, "Flexibility in a physician's work schedule is one of the key factors in preventing burnout."

Here are some additional strategies to promote physician engagement¹:

- Encourage peer support
- Encourage work-life balance
- Offer the right incentives
- Identify physician leaders
- Give doctors resources for self-care

(Continued)



Mayo Clinic Proceedings, Executive Leadership and Physician Well-being

Linking physician engagement to patient engagement can ultimately lead to improved care and reduced costs. David Cordani, president and chief executive officer of Cigna says "Doctor and patient engagement in disease prevention and maintenance, [as well as in] better coordination can reduce healthcare costs."

Please speak with your CEO and your QHR Regional VP if you have questions about how patient-physician engagement can be enhanced in your hospital.

Heard in the News

Read more about this topic here:

Fierce Healthcare: Brigham and Women's 3-pronged approach to physician engagement

Modern Medicine: The role of patient engagement in value-based reimbursement

Houston Chronicle: Cigna CEO advocates doctor, patient engagement to reduce costs



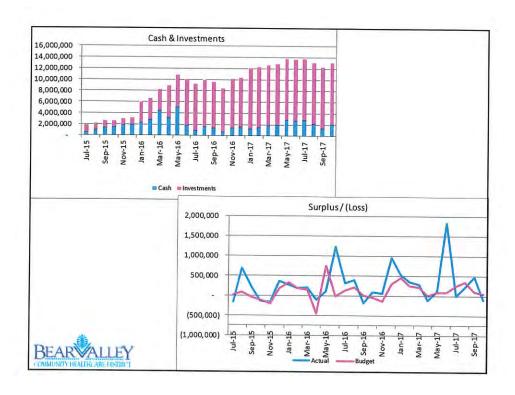


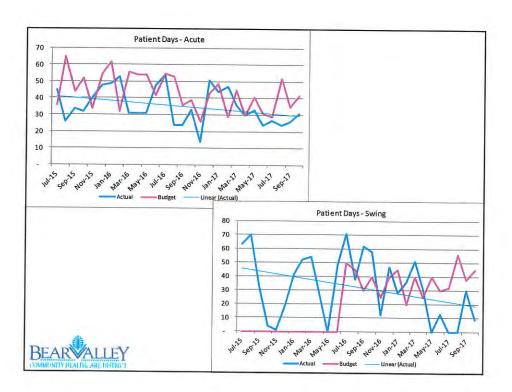
Finance Report October 2017 Results

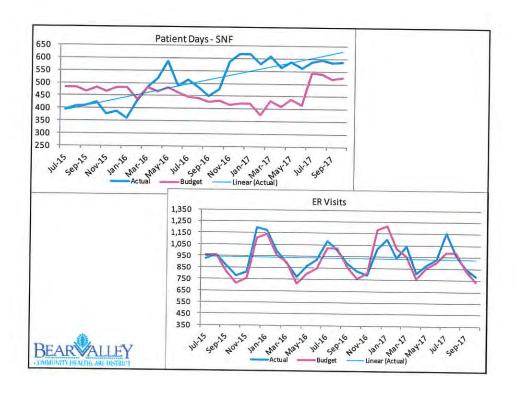
Summary for October 2017

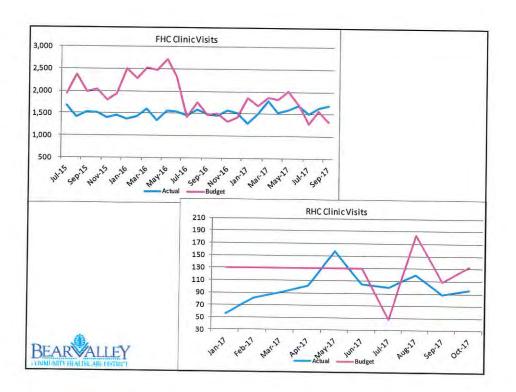
- Cash on Hand \$2,187,881
 Investments \$10,921,640
- Days Cash on hand, including investments with LAIF – 211
- Loss of \$95,854 for the month compared to budgeted surplus of \$69,031.
- Total Patient Revenue over Budget by 5.6% for the month
- Net Revenue was 4.1% lower than budget.
- Total Expenses 4.0% higher than budget

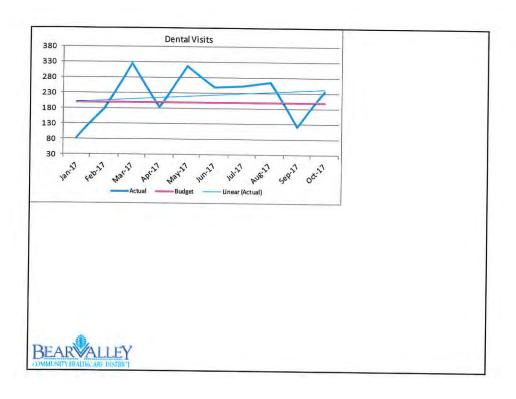


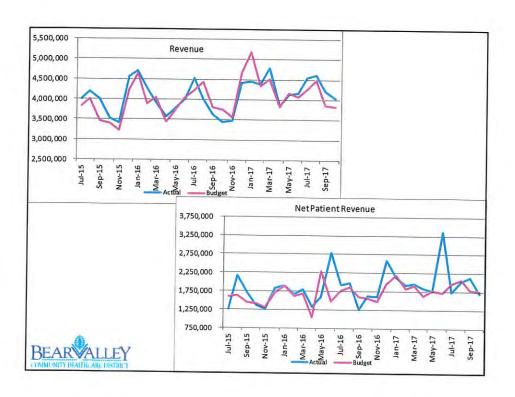


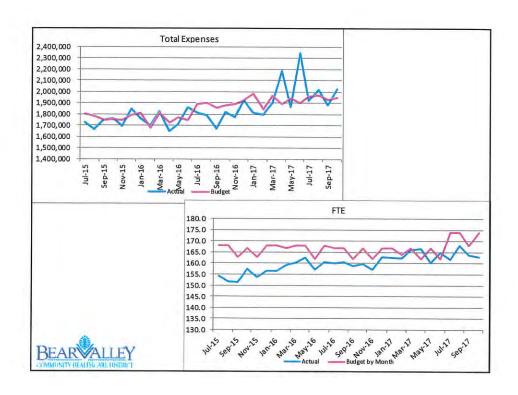


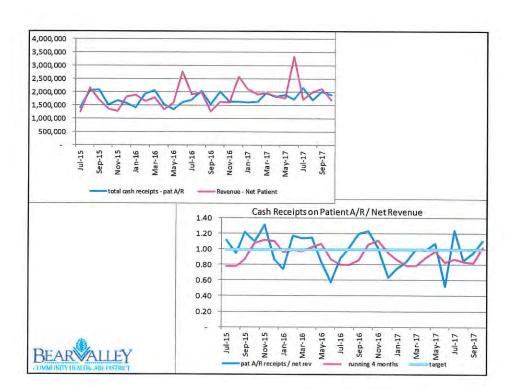
















October 2017 Financial Results

For the month . . .

Total Patient Revenue of \$4,046,739 was over budget by 5.6%. Inpatient revenue was again under budget. Outpatient revenue was 18.5% over budget. Clinic revenue was 79.3% over budget. Emergency Room revenue was 1.1% more than budget with visits over budget. Skilled nursing Census continues to run ahead of budget. Skilled nursing revenue was 4.8% over budget for the month.

Deductions from Revenue of \$2,338,683 were 13.9% higher than budget.

Total operating Revenue of \$1,708,056 was 4.1% lower than budget. October is one of the months when we anticipate and experience decreased revenue.

Total Operating Expenses of \$2,028,341 were higher than budget by 4.0%.

Our Loss for the month of October 2017 was \$95,854. This compares unfavorably to our budgeted surplus of \$69,031 for the month.

Our Operating Cash and Investments total \$13,109,521. Total Days Cash on hand are 211.

Key Statistics

Both Inpatient and Swing Patient days were under budget for the month. Our Swing days were only 9. SNF days totaled 589, an Average Daily Census of 19.0. Budget for the month was an ADC of 17.0 Emergency Room visits totaled 783 for the month -6.2% higher than budget.

Through the first four months of our Fiscal Year . . .

Patient revenue is 5.9% ahead of budget, total revenue deductions are 11.6% more than budget, total expenses are 0.4% lower than budget, and our surplus of \$614,668 is \$170,649 lower than budget.

Acute and Swing patient days are less than half the number budgeted. SNF days are 10% over budget. ER Visits are 5.8% over budget. FTE continue to be under budget.

Bear Valley Community Healthcare District

Financial Statements October 31, 2017

Financial Highlights—Hospital STATEMENT OF OPERATIONS

				STATEMENT	OI OI LIVA	iolio								
		A	В	С	D	E	F	G	н	1	J			
			Current Month					Year-to-Date						
		FY 16/17	FY 17	/18	VARIA	NCE	FY 16/17	FY 17/1	8	VARIANCE				
		Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%			
1	Total patient revenue	3,453,970	4,046,739	3,833,816	212,923	5.6%	15,676,727	17,457,147	16,484,210	972,937	5.9%			
2	Total revenue deductions % Deductions	1,817,832	2,338,683	2,052,498	286,185	13.9%	8,850,981	9,852,859	8,825,101	1,027,758	11.6%			
4	Net Patient Revenue	53%	58%	54%			56%	56%	54%					
5	% Net to Gross	1,636,138	1,708,056	1,781,318	(73,262)	-4.1%	6,825,746	7,604,289	7,659,109	(54,820)	-0.7%			
6	Other Revenue	47%	42%	46%			44%	44%	46%					
	outer revenue	25,453	45,312	51,981	(6,669)	-12.8%	63,824	107,762	207,527	(99,765)	-48.1%			
7	Total Operating Revenue	1,661,591	1,753,369	1,833,299	(79,930)	-4.4%	6,889,570	7,712,050	7,866,636	(154,586)	-2.0%			
8	Total Expenses	1,814,376	2,028,341	1,950,015	78,326	4.0%	7,000,745							
9	% Expenses	53%	50%	51%	10,326	4.0%	7,066,745	7,854,045	7,824,307	29,738	0.4%			
10	Surplus (Loss) from Operations	(152,785)	(274,973)	(116,716)	(158,257)	-135.6%	45% (177,175)	45%	47%	F 100 100 110				
11	% Operating margin	-4%	-7%	-3%	(130,237)	-135.0%	-1%	(141,995)	42,329	(184,324)	435.5%			
12	Total Non-operating	242,089	179,118	185,747	(6,629)	-3.6%	810,996	756,662	0% 742,988	13,674	1.8%			
13	Surplus/(Loss)	89,304	(95,854)	69,031	(164,885)	238.9%	633,821	644.660	705.047					
14	% Total margin	3%	-2%	2%	(104,000)	230.376	4%	614,668 4%	785,317 5%	(170,649)	21.7%			
				BALANG	CE SHEET									
		Α	В	С	D	E								
		October	October	September										
		FY 16/17	FY 17/18	FY 17/18	VARIA									
					Amount	%								

		A	В	С	D	E
		October	October	September		
		FY 16/17	FY 17/18	FY 17/18	VARIA	NCE
					Amount	%
15	Gross Accounts Receivables	9,123,638	9,514,168	9,817,444	(303,276)	-3.1%
16	Net Accounts Receivables	3,302,734	3,562,374	4,001,787	(439,413)	-11.0%
17	% Net AR to Gross AR	36%	37%	41%	(400,410)	11.070
18	Days Gross AR	75	68	67	1	0.7%
19	Cash Collections	2,022,783	1,897,526	2,025,147	(127,621)	-6.3%
21	Investments	7,739,399	10,921,640	10,921,640	-	0.0%
22	Cash on hand	924,758	2,187,881	1,483,027	704,854	47.5%
23	Total Cash & Invest	8,664,157	13,109,521	12,404,667	704,854	5.7%
24	Days Cash & Invest	154	211	201	10	5.1%
	Total Cash and Investments	8,664,157	13,109,521			-1.1.10
	Increase Current Year vs. Prior Year		4,445,364			

Statement of Operations

			Curre	C ent Month	D	E	F	G Ye	H ar-to-Date		
		FY 15/16	FY 16/		VARIA	NCE	FY 15/16	FY 16/		VARI	
		Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	
	Gross Patient Revenue							7101000	Dudget	Amount	•
1	Inpatient	000.045	110710								
2	Outpatient	260,815	142,719	253,111	(110,392)	-43.6%	975,028	487,863	983,092	(495,229	
3	Clinic Revenue	872,592 177,791	1,047,978	884,330	163,648	18.5%	3,570,057	4,186,834	3,577,482	609,352	
4	Emergency Room		391,164	218,189	172,975	79.3%	741,044	1,448,529	884,312	564,217	
5	Skilled Nursing Facility	1,928,965	2,203,306	2,228,568	(25,262)	-1.1%	9,531,167	10,282,416	10,047,444	234,972	
6	Total patient revenue	213,807 3,453,970	261,572 4,046,739	249,618 3,833,816	11,954 212,923	4.8% 5.6%	859,431 15,676,727	1,051,505 17,457,147	991,880 16,484,210	59,625 972,937	
	D			-,,-		0.070	10,010,121	11,401,141	10,404,210	312,331	
7	Revenue Deductions Contractual Allow	1,377,697	4 000 450	4 070 040	00.007						
	72 AT 10 10 10 10 10 10 10 10 10 10 10 10 10		1,909,156	1,878,819	30,337	1.6%	7,249,094	8,644,809	8,078,330	566,479	j
8	Contractual Allow PY	(10)	(1,739)	-	(1,739)	#DIV/0!	(13,046)	(27)		(27	1
9	Charity Care	(*0.1	-	8,210	(8,210)	-100.0%	46,025	20,517	35,302	(14,785	j
10	Administrative	4,728	10,431	7,194	3,237	45.0%	14,583	293,795	30,933	262,862	
11	Policy Discount	4,689	10,680	5,860	4,820	82.2%	23,065	41,354	25,197	16,157	
13	Employee Discount	2,519	4,084	3,188	896	28.1%	10,647	21,832	13,708	8,124	
14	Bad Debts Denials	105,056	236,304	149,227	87,077	58.4%	657,289	291,679	641,631	(349,952	
15	Total revenue deductions	266,959 1,817,832	169,768 2,338,683	2,052,498	169,768 286,185	#DIV/0! 13.9%	863,324 8,850,981	538,901 9,852,859	8,825,101	538,901 1,027,758	
								9,032,039	8,825,101	1,027,750	-
16	Net Patient Revenue	1,636,138	1,708,056	1,781,318	(73,262)	-4.1%	6,825,746	7,604,289	7,659,109	(54,820	į
	gross revenue including Prior Year	40.2%	40.2%		40.2%		40.2%	447.4%	447.4%	0.0%	Ņ
	Contractual Allowances as a percent to gross revenue WO PY and Other CA	39.2%	39.2%		39.2%		39.2%	437.2%	437.2%	0.0%	×
17	Other Revenue	25,453	45,312	51,981	(6,669)	-12.8%	63,824	107,762	207,527	(99,765)	5
18	Total Operating Revenue	1,661,591	1,753,369	1,833,299	(79,930)	-4.4%	6,889,570	7,712,050	7,866,636	(154,586)	Ī
E	Expenses										٠
19	Salaries	777,379	798,066	825,452	(27,386)	-3.3%	3,022,634	3,242,463	3,275,797	(33,334	í
20	Employee Benefits	318,340	292,526	317,548	(25,022)	-7.9%	1,144,711	1,198,669	1,286,419	(87,750	
21	Registry	Y Y	1000			#DIV/0!	33,285	12,718		12,718	
	Salaries and Benefits	1,095,719	1,090,592	1,143,000	(52,408)	-4.6%	4,200,630	4,453,851	4,562,216	(108,365	
	Professional fees	139,059	191,107	156,392	34,715	22.2%	524,351	664,055	623,183	40,872	į
	Supplies	113,256	139,091	119,159	19,932	16.7%	498,449	507,202	496,255	10,947	1
	Utilities	42,392	40,689	44,083	(3,394)	-7.7%	175,743	168,248	181,965	(13,717)	1
	Repairs and Maintenance	20,178	30,007	22,668	7,339	32.4%	80,614	107,533	90,569	16,964	
	Purchased Services	267,028	373,876	289,875	84,001	29.0%	1,046,322	1,303,051	1,170,568	132,483	
	Insurance Depreciation	25,014	25,835	25,917	(82)	-0.3%	100,056	103,121	103,668	(547)	
	Depreciation Rental and Leases	44,325 18,022	61,486	75,000	(13,514)	-18.0%	177,300	218,031	300,000	(81,969)	i
070	Dues and Subscriptions	4,711	23,454 5,181	16,297	7,157	43.9%	72,495	145,238	65,188	80,050	
	Other Expense.	44,672	47.022	5,046	135	2.7%	17,616	21,851	20,182	1,669	-
34	Total Expenses	1,814,376	2,028,341	52,578 1,950,015	(5,556) 78,326	-10.6% 4.0%	7,066,745	161,865 7,854,045	210,513 7,824,307	(48,648)	
										29,730	
35	Surplus (Loss) from Operations	(152,785)	(274,973)	(116,716)	(158,257)	-135.6%	(177,175)	(141,995)	42,329	(184,324))
	Non-Operating Income	462.21									
37	Tax Revenue	189,917	186,047	186,047		0.0%	759,668	744,188	744,188	-	
38	Other non-operating	43,673	130	3,283	(3,153)	-96.0%	56,450	10,247	13,132	(2,885)	
	Interest Income	16,428	693	4,167	(3,474)	-83.4%	26,177	33,600	16,668	16,932	
	Interest Expense	(7,929)	(7,752)	(7,750)	(2)	0.0%	(31,299)	(31,373)	(31,000)	(373)	į
39	Total Non-operating	242,089	179,118	185,747	(6,629)	-3.6%	810,996	756,662	742,988	13,674	
	Amorial/8-@stober 2017 - page 9 of										

2017-18 Actual BS

BALANCE SHEET					PY BS
(Reflects 6/30/17 Y/E audit adjustments)	July	Aug	Sept	Oct	June
ASSETS:					
Current Assets					
Cash and Cash Equivalents (Includes CD's)	2,926,360	2,290,992	1,483,027	2,187,881	2,858,405
Gross Patient Accounts Receivable	10,084,033	10,529,969	9,819,853	9,516,577	10,749,524
Less: Reserves for Allowances & Bad Debt	6,481,129	6,632,089	5,818,066	5,954,203	6,824,943
Net Patient Accounts Receivable	3,602,904	3,897,880	4,001,787	3,562,374	3,924,581
Tax Revenue Receivable	2,232,569	2,232,569	2,232,569	2,232,569	56.787
Other Receivables	88,537	55,474	750.144	324,224	107,830
Inventories	217,948	220,580	221,025	226,011	212,805
Prepaid Expenses	330,877	339,259	336,340	352,943	192,216
Due From Third Party Payers	0	333,238	330,340	332,943	192,210
Due From Affiliates/Related Organizations	0				
Other Current Assets	0				
Total Current Assets	9,399,195	9,036,754	9,024,893	8,886,002	7,352,624
Assets Whose Use is Limited					
Investments	10,894,184	10,894,184	10,921,640	10,921,640	10,894,184
Other Limited Use Assets	144,375	144,375	144,375	144,375	144,375
Total Limited Use Assets	11,038,559	11,038,559	11,066,015	11,066,015	11,038,559
Property, Plant, and Equipment					
Land and Land Improvements	547,472	570.615	570.615	570,615	547,472
Building and Building Improvements	9,657,088	9,659,388	9,686,383	9,696,603	9,657,088
Equipment	9,625,066	9,694,652	10,189,492	10,232,207	9,614,476
Construction In Progress	1,058,659	1,101,848	753,103	1,356,225	532,158
Capitalized Interest	0		1221722	1,000,000	
Gross Property, Plant, and Equipment	20,888,285	21,026,502	21,199,592	21,855,650	20,351,194
Less: Accumulated Depreciation	12,764,979	12,814,141	12,872,956	12,934,442	12,716,411
Net Property, Plant, and Equipment	8,123,306	8,212,362	8,326,636	8,921,208	7,634,783
TOTAL UNRESTRICTED ASSETS	28,561,060	28,287,674	28,417,544	28,873,224	26,025,966
Restricted Assets	0	0	0	0	0
TOTAL ASSETS	28,561,060	28,287,674	28,417,544	28.873.224	26.025,966

2017-18 Actual BS

BALANCE SHEET					PY BS
(Reflects 6/30/17 Y/E audit adjustments)	July	Aug	Sept	Oct	June
LIABILITIES:					ounc
Current Liabilities					
Accounts Payable	1,382,046	985,885	792,559	1,431,694	1,055,031
Notes and Loans Payable	1,002,010	000,000	102,000	1,451,084	1,055,051
Accrued Payroll	775,117	846,351	884,291	975,116	684,799
Patient Refunds Payable		0.10,001	001,201	070,110	004,733
Due to Third Party Payers (Settlements)	709,007	709,470	695,980	695,980	649,537
Advances From Third Party Payers	1 = 1 = 2	144,114	000,000	000,000	040,007
Current Portion of Def Rev - Txs,	2,046,518	1,860,471	1,674,424	1,488,377	-4
Current Portion - LT Debt	35,000	35,000	35,000	35,000	35,000
Current Portion of AB915	400000	10000	00,000	00,000	00,000
Other Current Liabilities (Accrued Interest & Accrued Other)	15,243	23,005	30,785	38,407	7,621
Total Current Liabilities	4,962,931	4,460,183	4,113,039	4,664,574	2,431,984
Long Term Debt					
USDA Loan	2,930,000	2,930,000	2,930,000	2,930,000	2,965,000
Leases Payable	0	0	0	2,330,000	2,905,000
Less: Current Portion Of Long Term Debt	35,000	35,000	35,000	35,000	35,000
Total Long Term Debt (Net of Current)	2,930,000	2,930,000	2,930,000	2,930,000	2,930,000
Other Long Term Liabilities					
Deferred Revenue	0	0	0	0	0
Other	0	0	0	0	U
Total Other Long Term Liabilities	0	0	0	0	0
TOTAL LIABILITIES	7,892,931	7,390,183	7,043,039	7,594,574	5,361,984
Fund Balance					
Unrestricted Fund Balance	20,663,982	20,663,983	20,663,982	20,663,982	16,251,126
Temporarily Restricted Fund Balance	0	0	20,000,302	20,000,902	10,231,120
Equity Transfer from FRHG	0	0			
Net Revenue/(Expenses)	4,147	233,510	710,523	614,668	4,412,856
TOTAL FUND BALANCE	20,668,129	20,897,491	21,374,505	21,278,650	20,663,982
TOTAL LIABILITIES & FUND BALANCE	28,561,060	28,287,674	28,417,544	28,873,224	26,025,966

Units of Service

For the period ending: October 31, 2017

Current Month						Bear Valley Community Hospital						
Oct		Oct-16	Actual -		ActAct.			t-17	Oct-16	Actual -E		ActAct.
ctual	Budget	Actual	Variance	Var %	Var %		Actual	Budget	Actual	Variance	Var %	Var %
31	42	33	(11)	-25.7%	-6.1%	Med Surg Patient Days	108	158	135	(50)	-31.5%	-20.09
9	45	58	(36)	-80.1%	-84.5%	Swing Patient Days	39	171	229	(132)	-77.2%	-83.0
589	527	480	62	11.8%	22.7%	SNF Patient Days	2,361	2,134	1,930	227	10.6%	22.39
629	614	571	15	2.4%	10.2%	Total Patient Days	2,508	2,463	2,294	45	1.8%	9.3
14	15	14	(1)	-6.7%	0.0%	Acute Admissions	51	60	56	(9)	-15.0%	-8.99
11	15	15	(4)	-26.7%	-26.7%	Acute Discharges	50	60	60	(10)	-16.7%	-16.79
2.8	-	2.2	2.8	#DIV/0!	28.1%	Acute Average Length of Stay	2.2	4	2.3	2.2	#DIV/0!	-4.09
1.0	1.3	1.1	(0.3)	-25.7%	-6.1%	Acute Average Daily Census	0.9	1	1.1	(0.4)	-31.5%	-20.09
19.3	18.5	17.4	8.0	4.5%	11.2%	SNF/Swing Avg Daily Census	19.5	19	17.6	8.0	4.1%	11.29
20.3	19.8	18.4	0.5	2.4%	10.2%	Total Avg. Daily Census	20.4	20	18.7	0.4	1.8%	9.39
45%	44%	41%	1%	2.4%	10.2%	% Occupancy	45%	44%	41%	1%	1.8%	9.39
9	15	9	(6)	-40.0%	0.0%	Emergency Room Admitted	42	60	47	(18)	-30.0%	-10.69
774	1,000	816	(226)	-22.6%	-5.1%	Emergency Room Discharged	3,717	4,000	3,766	(283)	-7.1%	-1.39
783	737	825	46	6.2%	-5.1%	Emergency Room Total	3,759	3,553	3,813	206	5.8%	-1.49
25	24	27	1	6.2%	-5.1%	ER visits per calendar day	31	29	31	2	5.8%	-1.49
64%	100%	64%	17%	16.7%	0.0%	% Admits from ER	82%	100%	84%	50%	50.0%	-1.99
4	4		+	0.0%	#DIV/0!	Surgical Procedures I/P	1.2	4		-	0.0%	#DIV/0!
8	24	6	(16)	-66.7%	33.3%	Surgical Procedures O/P	53	88	19	(35)	-39.8%	178.99
8	24	6	(16)	-66.7%	33.3%	TOTAL Procedures	53	88	19	(35)	-39.8%	178.99
709	295	162	414	140.3%	337.7%	Surgical Minutes Total	3,672	1,171	412	2,501	213.6%	791.39

Units of Service For the period ending: October 31, 2017

Current Month						Bear Valley Community Hospital	Year-To-Date						
Oct		Oct-16	Actual -		ActAct.		Oct	-17	Oct-16	Actual -E	Budget	ActAct.	
Actual	Budget	Actual	Variance	Var %	Var %		Actual	Budget	Actual	Variance	Var %	Var %	
6,172	5,673	5,471	499	8.8%	12.8%	Lab Procedures	25,884	23,393	24,917	2,491	10.6%	3.9	
768	603	628	165	27.4%	22.3%	X-Ray Procedures	2,560	2,699	2,942	(139)	-5.2%	-13.0	
256	231	199	25	10.8%	28.6%	C.T. Scan Procedures	1,044	964	998	80	8.3%	4.6	
213	200	192	13	6.5%	10.9%	Ultrasound Procedures	933	809	897	124	15.3%	4.0	
79	50	58	29	58.0%	36.2%	Mammography Procedures	308	200	231	108	54.0%	33.39	
274	257	223	17	6.6%	22.9%	EKG Procedures	1,220	1,027	1,007	193	18.8%	21.29	
121	85	85	36	42.4%	42.4%	Respiratory Procedures	414	351	379	63	17.9%	9.29	
1,616	1,882	2,095	(266)	-14.1%	-22.9%	Physical Therapy Procedures	5,556	6,375	6,780	(819)	-12.8%	-18.19	
1,859	1,501	1,468	358	23.9%	26.6%	Primary Care Clinic Visits	7,016	6,055	6,008	961	15.9%	16.89	
236	200	-	36	0.0%	#DIV/0!	Specialty Clinic Visits	876	800		76	0.0%	#DIV/0!	
2,095	1,701	1,468	394	23.2%	42.7%	Clinic	7,892	6,855	6,008	1,037	15.1%	31.4	
81	65	56	15	23.2%	42.7%	Clinic visits per work day	61	53	46	8	15.1%	31.4	
22.2%	20.00%	25.70%	2.20%	11.00%	-13.62%	% Medicare Revenue	20.28%	20.00%	22.38%	0.27%	1.37%	-9.39	
42.30%	37.00%	39.60%	5.30%	14.32%	6.82%	% Medi-Cal Revenue	40.55%	37.00%	38.78%	3.55%	9.59%	4.589	
31.60%	38.00%	31.60%	-6.40%	-16.84%	0.00%	% Insurance Revenue	35.03%	38.00%	35.40%	-2.98%	-7.83%	-1.06	
3.90%	5.00%	3.10%	-1.10%	-22.00%	25.81%	% Self-Pay Revenue	4.15%	5.00%	3.45%	-0.85%	-17.00%	20.29	
142.8	155.00	141.5	(12.2)	-7.9%	0.9%	Productive FTE's	144.63	153.75	141.3	(9.1)	-5.9%	2.4	
163.0	174.00	159.7	(11.0)	-6.3%	2.1%	Total FTE's	164.13	172.50	159.8	(8.4)	-4.8%	2.7	



CFO REPORT for

December 4, 2017, Finance Committee and December 13, 2017, Board meetings

Healthcare Reform

The focus on Tax Reform and other year end issues in Congress seems to have diverted attention away from issues related to healthcare reform. Healthcare reform continues to be a stated priority of the majority party and recent proposals would have had a significant adverse impact on California, we will continue to monitor closely.

Saline Solution Shortage

We are being impacted by the shortage of IV Solutions. This is a recent update

"The California Hospital Association (CHA) and the American Hospital Association (AHA) are actively working to address a growing intravenous (IV) fluid mini-bag shortage resulting from Hurricane Maria in Puerto Rico. CHA has contacted the California Board of Pharmacy and surveyed the CHA Medication Safety Committee for information on specific shortages and the strategies hospitals are pursuing. AHA has communicated to Food and Drug Administration staff the seriousness of the situation and requested that the agency take all steps possible to expedite its resolution. AHA continues to track the Food and Drug Administration's progress in responding to the shortage.

AHA is also communicating with U.S. Department of Health and Human Services staff working on Puerto Rico recovery efforts, as Baxter — a leading medical supply company — has several plants in Puerto Rico that are currently unable to manufacture small-volume parenteral IV solutions. In addition, AHA has released a Quality Advisory Alert outlining strategies for conservation during the shortage.

Accounts Receivable / TruBridge

The most recent weekly report shows AR days at 67.1. Other key indicators are as follows

Uncoded days 0.3, target 3

Unchecked days 2.1, target 3.

Average charge close day lag 3, target 3.