

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, February 13, 2019 @ 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

Peter Boss, President

2. PUBLIC FORUM FOR CLOSED SESSION

This is the opportunity for members of the public to address the Board on Closed Session items. (Government Code Section 54954.3, there will be a three (3) minute limit per speaker. Any report or data required at this time must be requested in writing, signed and turned in to Administration. Please state your name and city of residence.)

3. ADJOURN TO CLOSED SESSION\*

#### **CLOSED SESSION**

- 1. CHIEF OF STAFF REPORT/QUALITY IMPROVEMENT: \*Pursuant to Health & Safety Code Section 32155
  - (1) Chief of Staff Report
- 2. HOSPITAL QUALITY/RISK/COMPLIANCE REPORTS: \*Pursuant to Health & Safety Code Section 32155
  - (1) Risk / Compliance Management Report
  - (2) QI Management Report
  - (3) QI Improvement Plan and Program Summary 2018
- 3. REAL PROPERTY NEGOTIATIONS:\*Government Code Section 54956.8 / TRADE SECRETS: Pursuant to Health and Safety Code Section 32106, and Civil Code Section 3426.1
  - (1) Potential Property Acquisition

(To Be Determined)

- 4. TRADE SECRETS: Pursuant to Health and Safety Code Section 32106, and Civil Code Section 3426.1
  - (1) High Desert Pathology Medical Group (Disclosure 02/13/19)
  - (2) Willdan Financial Service Agreement (Disclosure 02/13/19)
  - (3) Matthew Pautz, D.O. Physician On Call Service Agreement (Disclosure 02/13/19)
  - (4) Discussion and Review of the Current QHR Management Agreement Terms for Potential Revisions/Renewal (Disclosure 02/13/19)

### 5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION\*Pursuant to Government Section Code: 54957

- (1) Chief Financial Officer
- (2) Chief Executive Officer (Mid-Year Review)

#### **OPEN SESSION**

Peter Boss, President

1. CALL TO ORDER

2. ROLL CALL Shelly Egerer, Executive Assistant

3. FLAG SALUTE

4. ADOPTION OF AGENDA\*

5. RESULTS OF CLOSED SESSION Peter Boss, President

#### 6. PUBLIC FORUM FOR OPEN SESSION

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

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

#### 7. DIRECTORS' COMMENTS

#### 8. INFORMATION REPORTS

**A.** Foundation Report

**Holly Elmer, Foundation President** 

**B.** Auxiliary Report

Gail Dick, Auxiliary President

#### 9. CONSENT AGENDA\*

#### **Notice to the Public:**

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

- A. January 09, 2019 Board of Directors Meeting Minutes: Shelly Egerer, Executive Assistant
- **B.** January 2019 Planning & Facilities Report: Michael Mursick, Plant Director
- C. January 2019 Human Resource Report: Erin Wilson, Human Resource Director
- **D.** January 2019 Infection Prevention Report: Heather Loose, Infection Preventionist
- E. Policies and Procedures: Summary Attached
  - (1) Emergency Department
  - (2) Environmental Services
  - (3) FHC & RHC
  - (4) Infection Control
  - (5) Nursing Administration
  - (6) Pharmacy
  - (7) Plant Maintenance

- F. Board of Directors; Committee Meeting Minutes:
  - (1) September 24, 2018 Human Resource Committee Meeting Minutes
  - (2) September 27, 2018 Planning & Facilities Committee Meeting Minutes
  - (3) January 03, 2019 Finance Committee Meeting Minutes

#### 10. OLD BUSINESS\*

None

#### 11. NEW BUSINESS\*

- **A.** Discussion and Potential Approval of the Following Agreements/Contracts:
  - (1) High Desert Pathology Medical Group
  - (2) Willdan Financial Service Agreement
  - (3) Matthew Pautz, D.O. Physician On Call Service Agreement
- **B**. Discussion and Review of the Bear Valley Community Healthcare District Board of Directors Self Evaluation Report

#### 12. ACTION ITEMS\*

#### A. Acceptance of QHR Report

Ron Vigus, QHR

(1) February 2019 QHR Report

#### B. Acceptance of CNO Report

Kerri Jex, Chief Nursing Officer

(1) January 2019 CNO Report

#### C. Acceptance of the CEO Report

John Friel, Chief Executive Officer

(1) January 2019 CEO Report

#### D. Acceptance of the Finance Report & CFO Report

Garth Hamblin, Chief Financial Officer

- (1) December 2018 Financials
- (2) February 2019 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 January 09, 2019

**PRESENT:** Peter Boss, MD, President Rob Robbins, Secretary

Gail McCarthy 1<sup>st</sup> Vice President John Friel, CEO

Donna Nicely, Treasurer Shelly Egerer, Exe. Assistant

**ABSENT:** None

**STAFF:** Garth Hamblin Steven Knapik, DO Mary Norman

Kerri Jex

**OTHER:** Ron Vigus, QHR Gail Dick, Auxiliary

COMMUNITY MEMBERS: None

\_\_\_\_\_

#### **OPEN SESSION**

#### 1. CALL TO ORDER:

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

#### **CLOSED SESSION**

#### 1. PUBLIC FORUM FOR CLOSED SESSION:

President Boss opened the Hearing Section for Public Comment on Closed Session items at 1:00 p.m. Hearing no request to make public comment. President Boss closed Public Forum for Closed Session at 1:01 p.m.

#### 2. ADJOURNED TO CLOSED SESSION:

President Boss called for a motion to adjourn to Closed Session at 1:01 p.m. Board Member McCarthy motioned to adjourn to Closed Session. Second by Board Member Nicely to adjourn to Closed Session. President Boss called for a vote. A vote in favor of the motion was 4/0.

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

#### **RECONVENE TO OPEN SESSION**

#### 1. CALL TO ORDER:

President Boss called the meeting to Open Session at 2:05 p.m.

#### 2. ROLL CALL:

Rob Robbins, Gail McCarthy, Donna Nicely, and Peter Boss, MD were present. Also, present was John Friel, CEO and Shelly Egerer, Executive Assistant.

#### 3. FLAG SALUTE:

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

#### 4. ADOPTION OF AGENDA:

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

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

#### 5. RESULTS OF CLOSED SESSION:

President Boss reported that the following action was taken in Closed Session: The following reports were approved.

- Chief of Staff Report
- Risk Report
- QI Report

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

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

#### 6. PUBLIC FORUM FOR OPEN SESSION:

President Boss opened the Hearing Section for Public Comment on Open Session items at 2:02 p.m. Hearing no request to make public comment. President Boss closed Public Forum for Open Session at 2:02 p.m.

#### 7. DIRECTORS COMMENTS

• President Boss stated the Christmas Party was great and wanted to thank the staff that organized and planned the Christmas Party.

#### 8. INFORMATION REPORTS:

- **A.** Foundation Report:
  - Mr. Friel reported that the Foundation had nothing to report at this time.

#### **B.** Auxiliary Report:

- Ms. Dick reported the following:
  - o Conducted five fund raisers for 2018 and hopeful to add two more for 2019.
  - o Five new members joined the Auxiliary in 2018 and one new member for 2019.

o The Auxiliary total volunteer hours are over 11,000 for 2018.

#### 9. CONSENT AGENDA:

- **A.** December 12, 2018 Board of Directors Meeting Minutes: Shelly Egerer, Executive Assistant
- B. December 2018 Planning & Facilities Report: Michael Mursick, Plant Director
- C. December 2018 Human Resource Report: Erin Wilson, Human Resource Director
- D. December 2018 Infection Prevention Report: Heather Loose, Infection Preventionist
- **E.** Policies and Procedures:
  - (1) Quality Improvement Plan Facility Wide
  - (2) Quality Improvement Plan for the Environment of Care
  - (3) Plant and Maintenance Department
- **F.** Board of Directors; Committee Meeting Minutes:
  - (1) November 07, 2018 Special Finance Committee Meeting Minutes
  - (2) December 04, 2018 Finance Committee Meeting Minutes

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

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

#### 10. OLD BUSINESS:

• None

#### 11. NEW BUSINESS\*

• None

#### 12. ACTION ITEMS\*

#### A. OHR Report:

- (1) January 2019 QHR Report:
  - Mr. Vigus reported that the QHR Learning Institute schedule is provided in the packet and on January 15 Mr. Friel and Board Member Robbins will be providing a presentation via webinar.

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

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

#### **B.** CNO Report:

- (1) December 2018 CNO Report:
  - Ms. Jex reported the following:
    - o Patient census has increased for the month of December in the ER and Acute.
    - o Recruiting for two RN positions.
    - o ED Director resigned late last week and will be advertising for this position.
    - o The annual SNF POC was missing a tag and we received an additional CMS 2567 to address the deficiency.
    - o We have met the Homeless Bill practice and there is potential to have minimal cost associated with the new bill passed. Doves provides vouchers for clothes to patients under this criteria.
    - o RT has two full time employees, one part time and one per diem.

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

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

#### C. Acceptance of the CEO Report:

- (1) December 2018 CEO Report:
  - Mr. Friel reported the following information:
    - Leadership meeting w/Riverside Community Hospital is scheduled for January 21.
    - o Received thank you notes from patient and number of employees for the employee benefit ground/air transportation.

President Boss called for a motion to approve the CEO Report as presented. Board Member Nicely motioned to approve the CEO Report as presented. Second by Board Member Robbins to approve the CEO Report as presented. President Boss called for the vote. A vote in favor was unanimously approved 4/0.

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

#### **D.**Acceptance of the Finance Report:

- (1) November 2018 Financials:
  - Mr. Hamblin reported the following information:
    - o Days cash on hand 339.
    - o Surplus \$193,000.
    - o Graphs include data through November.
    - o Expenses are trending up first five months were 1.8% below budget.

- o Adjustment on salary and wage drove expenses up.
- o Physician and providers are paid per visit at the clinics which increases the expense budget also. Will add trend line to this item.
- Board Member Nicely would like to have what departments are increasing in expenses addressed at the February Finance Committee.

#### (2) CFO Report:

- Mr. Hamblin reported the following information:
  - o Continue to monitor accounts receivable.
    - o Added training and reports; we are still looking at front end process.
  - o Productivity Benchmark Assessment:
    - o Incorporate in department for the next budget planning
  - o Debt Capacity Analysis:
    - o Final numbers will be provided to Gary Hicks for the financial assessment.
    - Mr. Hicks has been provided the Fiscal Year 2018 Audited Financial Report.
    - o This will also be reviewed with the Finance Committee.

President Boss called for a motion to approve the November 2018 Finance Report and the CFO Report as presented. Board Member Nicely motioned to approve the November 2018 Finance Report and the CFO Report as presented. Second by Board Member Robbins to approve the November 2018 Finance Report and the CFO Report as presented. President Boss called for the vote. A vote in favor was unanimously approved 4/0.

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

#### **13. ADJOURNMENT:**

Board Member Nicely motioned to adjourn the meeting at 2:31 p.m. Second by Board Member Robbins to adjourn. President Boss called for the vote. A vote in favor of the motion was unanimously approved 4/0.

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

## **Bear Valley Community Healthcare District Construction Projects 2019**

Department / Project	Details	Vendor and all associated costs	Comments	Complex
Public Restroom/Acute Kitchen Plumbing Repair	Remove the concrete in areas to access damaged plumbing.	Pride Plumbing/Facilities	Public Restrooms Complete, Acute Kitchen in Progress met with Vendor on 12/18/2018	
Pyxis Replacement	Pyxis equipment is in place and seismic anchors will be installed soon.	Facilities	Nearly complete, waiting for Pyxis to send last mount that was not recivied during original delivery.	
ASHRE 188 Risk Management Plan for Legionellosis	New Mandate for Hospitals	Forensic Analytical Consulting Services Inc.	In Progress, working with Infection Control	
Hospital- Medical Air Compressor	Compressors is failing and no longer meets code requirments	FS Medical	Equipment is on site, waiting on the design professionals and OSHPD	
Hospital Water Drainage	Need to build a water classifier at the end of our parking lot to trap silt from stroms	Bear Valley Paving/Facilities	In Progress, working with city	

Updated 2/5/2019 Page 1

# **Bear Valley Community Healthcare District Potential Equipment Requirements**

Department / Project	Details	Vendor and all associated costs	Comments	Committee
Facilities- New SnowPlow for Skid Steer	Facilities would like to purchase a plow for the skid steer it only has a bucket.	Volvo	Arrived	
Camera for Plumbing	Purchase Camera to assist	Amazon	Will Purchase soon	
Inspections	Facilities repair plumbing.			

Updated 2/5/2019

### Bear Valley Community Healthcare District Repairs Maintenance

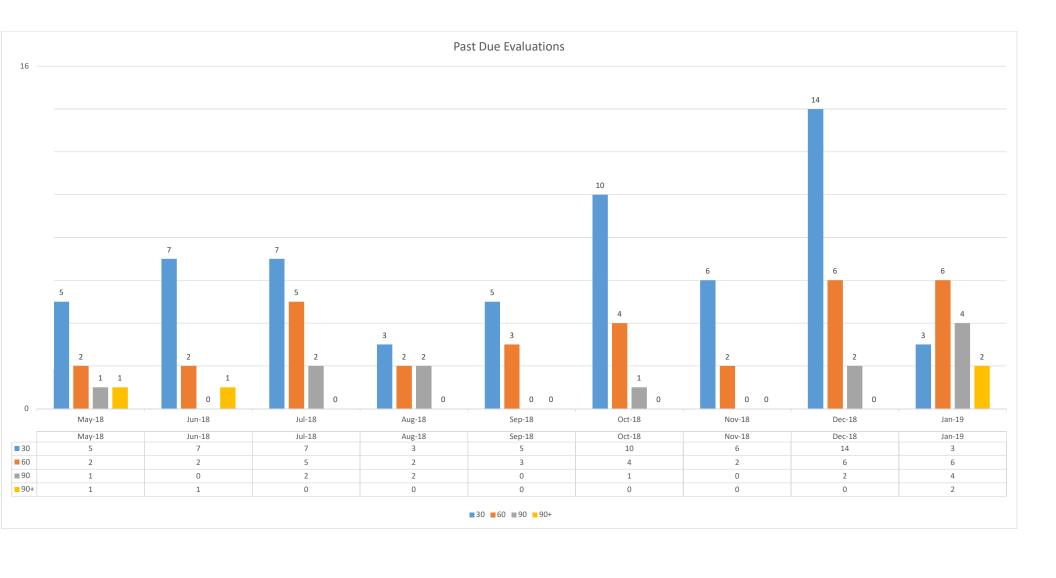
Department / Project	Details	Vendor and all associated costs	Comments	Comple
Lab- Water leak	Water leak above the ceiling	Facilities	Complete	
Dietary- Multiple issues	Repaired plumbing, replaced all the lights, fixed tile	Facilities	Completed	
Hospital- Hot water issues in OR	Struggling to get hot water in Decon. Room	Facilities	Complete	
FHC- Boiler service	Performed Boiler service & HVAC annual tune-ups	Facilities/Emcor	Complete	
RHC- Lighiting issues	Replaced lights	Facilities	Complete	
ER Lobby- Employee Pictures	ER lobby pictures hung	Facilities	In Progress	



# HR Committee/Board Report January 2019

Staffing	<b>Active:</b> 21 – FT: 140 PT: 13 PD: 64
	New Hires: 7
	Terms: 5 (3 Voluntary 2 Involuntary)
	Open Positions: 18
	ER Director position update
Employee	DELINQUENT: See attachment
Performance	30 days: 3
Evaluations	60 days: 6
	90 days: 4
	90+ days: 4 (Lab, Admin)
	See Attachment
	occ Attachment
Work Comp	NEW CLAIMS as of December Board Report: 2
monk comp	OPEN: 10
	Indemnity (Wage Replacement, attempts to make the employee financially whole) - 5
	Future Medical Care – 2
	Medical Only – 3
Employee File	FILE AUDIT:
Audit	Three missing
	All licenses are up to date
Job	Job Descriptions: In process – extended due to complexity of project
Descriptions/	Evaluations: In process – April target date
Evaluation	The same of the sa
Policies for	All HR policies are in review and targeting to bring to board by March
Review	The first possible and in review and tangeting to braing to bear a by march
2019 Benefit	Mercy Air Membership update: 131 employees have signed up for membership
Review	Great feedback
11071017	Great reedback
	1

Employee	•	By Department		
Turnover 2018		Department	Turnover%	
		ED	40%	
		SNF	33%	
		FHC	11%	
		Dietary	63%	
		Maintenance	29%	
		Lab	43%	
		EVS	26%	
		PT	29%	
		Pharmacy	44%	
		Radiology	11%	
		RT	18%	
		Moms	15%	



Department	Title (Version)	Summary	
Emergency Department	Code Heart (v.1)	New policy.	
Environmental Services	Daily Patient Room Cleaning (v.3)	Annual review. Formatted.	
FHC & RHC	Releasing Orders for Specimens Collected at the	Annual review.	
	Clinic (v.3)		
FHC & RHC	Refrigerator/Freezer Temperature Monitoring-Clinics	Annual review. Changed policy name from 'Refrigerator	
FHC & RHC	Admitting Patient to the Clinic (Check-in) (v.2)	Annual review. Revised verbiage.	
Infection Control	Bloodborne Pathogen Exposure Control Program	Annual review. Formatted.	
Infection Control	Communicable Disease Reportable Conditions (v.4)	Annual review. Formatted.	
Infection Control	Airborne Infectious Isolation Room (AIIR)/Negative	Annual review. Formatted.	
	Pressure Room (v.4)	Appual review Formetted	
Infection Control	Personal Protective Equipment (PPE) (v.5) Disposal of Items Contaminated with Blood and Body	Annual review. Formatted.	
Infection Control	Fluids (v.4)	Annual review. Formatted.	
Infection Control	Hand Hygiene (v.4)	Annual review. Formatted.	
Infection Control	Transmission-Based Precautions (v.4)	Annual review, Formatted.	
Infection Control	Infection Prevention Program (v.5)	Annual review. Formatted.	
Infection Control	Safe Injection Practices (v.3)	Annual review. Formatted.	
Infection Control	Infection Control Authority Statement (v.5)	Annual review. Formatted.	
Infection Control	Sharps Safety (v.4)	Annual review. Fornatted.	
Infection Control	Respiratory Etiquette (v.3)	Annual review. Formatted.	
Infection Control	Construction and Renovation Infection Control Risk	Annual review. Formatted.	
Nursing Administration	Supply Management - Clinical Areas (v.1)	New policy.	
Pharmacy	First Dose Review (v.5)	Annual review. Revised verbiage to reflect current process	
Pharmacy	Hyperalimination (v.5)	Annual review. Revised verbiage to reflect current process	
Plant Maintenance	Failure of Nitrous Oxide System (v.2)	Annual review. Formatted.	
Plant Maintenance	Backflow Preventers (v.2)	Annual review. Formatted.	
Risk Management	Communication After a Harm Event (v.1)	New policy.	

### BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT HUMAN RESOURCES MEETING MINUTES

41870 Garstin Road Big Bear Lake, Ca. 92315 September 24, 2018

**MEMBERS PRESENT:** Gail McCarthy, 1<sup>st</sup> Vice President Erin Wilson, HR Director

Rob Robbins, President

Shelly Egerer, Executive. Asst.

John Friel, CEO

**MEMBERS ABSENT:** None

**STAFF:** Mary Norman Garth Hamblin Kerri Jex

**COMMUNITY:** None

#### **OPEN SESSION**

#### 1. CALL TO ORDER:

Board Member McCarthy called the meeting to order at 12:00 p.m.

#### 2. ROLL CALL:

Gail McCarthy and Rob Robbins were present. Also, present were John Friel, CEO, Erin Wilson, Human Resource Director, and Shelly Egerer, Executive Asst.

#### 3. ADOPTION OF AGENDA:

President Robbins motioned to adopt the September 24, 2018 Human Resource Committee Meeting Agenda as presented. Second by Board Member McCarthy to adopt the September 24, 2018 Human Resource Committee Meeting Agenda as presented. Board Member McCarthy called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member McCarthy- yes
- President Robbins- yes

#### 4. PUBLIC FORUM FOR OPEN SESSION:

Board Member McCarthy opened the Hearing Section for Public Comment at 12:00 p.m. Hearing no request to address the Committee, Board Member McCarthy closed the Hearing Section at 12:01 p.m.

#### 5. DIRECTORS COMMENTS:

None

#### 6. APPROVAL OF MINUTES:

#### A. August 14, 2018

• President Robbins reported that there was a typo on page five that needed corrected; transposed words.

President Robbins motioned to approve the August 14, 2018 Human Resource Committee Meeting Minutes as presented with the typo on page #5 to be corrected. Second by Board Member McCarthy to approve the August 14, 2018 Human Resource Committee Meeting Minutes as presented with the typo on page #5 to be corrected. Board Member McCarthy called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member McCarthy- yes
- President Robbins- yes

#### 7. OLD BUSINESS:

• None

#### 8. NEW BUSINESS\*

### A. Discussion and Potential Recommendation to the Board of Directors: FUNDamental Concept Agreement (Grant Writer):

- Mr. Friel reported that the Board approved the position of a Grant Writer; Michelle French, thirty hours per month; approximately \$40,000 per year. Has experience in grant writing.
- President Robbins stated that he wanted to ensure that the Hospital gets the full money from any grants received/approved and that the grant writer does not receive a % of that money.
- Mr. Friel assured the committee that this was not a problem and that all funds go directly to the District.

President Robbins motioned to recommend to the Finance Committee and the Board of Directors to approve the Fundamental Concept agreement. Second by Board Member McCarthy to recommend to the Finance Committee and the Board of Directors to approve the Fundamental Concept agreement. Board Member McCarthy called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member McCarthy- yes
- President Robbins- yes

### **B.** Discussion and Potential Recommendation to the Board of Directors Providing Air Transport Insurance for Employees Through AirMethods

• Ms. Wilson reported that benefit eligible employees would receive this membership. This item will also be presented to the Finance Committee.

President Robbins motioned to recommend to the Finance Committee and the Board of Directors the AirMethod Membership for benefit eligible employees. Second by Board Member McCarthy to recommend to the Finance Committee and the Board of Directors the AirMethod Membership for benefit eligible employees. Board Member McCarthy called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member McCarthy- yes
- President Robbins- yes

### C. Discussion and Potential Recommendation to the Board of Directors the Following Policies & Procedures:

- (1) Meal and Rest Periods
- (2) Extended Sick Leave
- (3) FMLA/CFRA Leave of Absence
- (4) Corrective Action and Discipline
- Ms. Wilson informed the committee members that legal counsel has reviewed the
  policies, minor changes have been made and would like the committee to make a
  recommendation to the Board of Directors to approve the policies & procedures. Ms.
  Wilson also reported that the Corrective action and Discipline Policy is a new policy.

President Robbins motioned to recommend approval to the Board of Directors the Policies & Procedures one through four as presented. Second by Board Member McCarthy to recommend approval to the Board of Directors the Policies & Procedures one through four as presented. Board Member McCarthy called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member McCarthy- yes
- President Robbins- yes

#### 9. HUMAN RESOURCE REPORT\*:

#### A. Human Resource Assessment:

- Staffing:
  - Ms. Wilson reported the following information:
    - o DON is in the hiring process. To begin in the middle of October
    - o 16 open positions at this time

#### • Employee Performance Evaluations:

• Ms. Wilson reported the evaluations continue to fluctuate but are being monitored

#### Workers Comp Claims:

- Ms. Wilson reported that
  - o Nine claims at this time
    - o BETA works closely with HR to close the cases as quickly as possible

#### • File Audits:

• Ms. Wilson reported that all licenses are current

#### • Employee Job Description & Employee Evaluation Revisions (Update):

- Ms. Wilson reported the following information:
  - o On target for the job descriptions completion date for January
  - o Managers will receive email communication when the process begins
  - o The job descriptions will be in an electronic format with ADP

#### • Policies for Review

This item has been discussed under New Business

#### • Employee Events

- Ms. Wilson reported the following information:
  - o End of Summer BBQ was conducted and well attended
  - o Upcoming holidays will have events planned
  - o Open enrollment benefit has been completed

President Robbins motioned to approve the HR Report as presented. Second by Board Member McCarthy to approve the HR Report as presented. Board Member McCarthy called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member McCarthy yes
- President Robbins- yes

#### **10. ADJOURNMENT:**

President Robbins motioned to adjourn the meeting at 12:36 p.m. Second by Board Member McCarthy to adjourn the meeting. Board Member McCarthy called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member McCarthy- yes
- President Robbins- yes

#### BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT PLANNING & FACILITIES COMMITTEE MEETING MINUTES SEPTEMBER 27, 2018

**MEMBERS** Jack Roberts, 2<sup>nd</sup> Vice President Shelly Egerer, Exec. Assistant

**PRESENT:** Rob Robbins, President Michael Mursick, Plant Manager

John Friel, CEO

**STAFF:** Garth Hamblin Kerri Jex

**ABSENT:** None

**COMMUNITY** 

**MEMBERS:** David Moon w/Moon & Mayoras (via phone conference)

#### **OPEN SESSION**

#### 1. CALL TO ORDER

Board Member Roberts called the meeting to order at 5:00 p.m.

#### 2. ROLL CALL

Jack Roberts and Rob Robbins were present. Also present were John Friel, CEO, Michael Mursick, Plant Manager and Shelly Egerer, Executive Assistant.

#### 3. ADOPTION OF AGENDA\*

Board Member Roberts motioned to adopt the September 27, 2018 Planning & Facilities Committee Meeting Agenda as presented. Second by President Robbins to adopt the September 27, 2018 Planning & Facilities Committee Meeting Agenda as presented. Board Member Roberts called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member Roberts- yes
- President Robbins yes

#### **CLOSED SESSION**

#### 1. PUBLIC FORUM FOR CLOSED SESSION

Board Member Roberts opened the Hearing Section for Public Comment on Closed Session items at 5:00 p.m. Hearing no request to address the Planning & Facilities Committee, Board Member Roberts closed the Hearing Section at 5:00 p.m.

#### 2. ADJOURN TO CLOSED SESSION\*

Board Member Roberts motioned to adjourn to Closed Session at 5:01 p.m. Second by President Robbins to adjourn to Closed Session. Board Member Roberts called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member Roberts yes
- President Robbins yes

#### **OPEN SESSION**

#### 1. CALL TO ORDER:

Board Member Roberts called the meeting to order at 5:30 p.m.

#### 2. RESULTS OF CLOSED SESSION:

Board Member Roberts stated there was no reportable action taken in Closed Session.

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

Board Member Roberts opened the Hearing Section for Public Comment on Open Session items at 5:30 p.m. Hearing no request to address the Planning & Facilities Committee, Board Member Roberts closed the Hearing Section at 5:31 p.m.

#### 4. DIRECTOR'S COMMENTS:

None

#### 5. APPROVAL OF MINUTES:

A. August 16, 2018

Board Member Roberts motioned to approve the August 16, 2018 Planning & Facilities Committee Meeting Minutes as presented. Second by President Robbins to approve the August 16, 2018 Planning & Facilities Committee Meeting Minutes as presented. Board Member Roberts called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Roberts- yes
- President Robbins yes

#### 6. OLD BUSINESS\*

None

#### 7. NEW BUSINESS\*

### A. Discussion and Update on of the Moon & Mayoras Architect Retrofit of Hospital:

- Mr. Moon provided an update to the committee regarding questions that had been asked from the September 22, 2018 Board Retreat.
  - o Cost differential on option 2 & 3 square foot cost: building cost approximately \$250 square foot
  - New building cost was \$450 square foot, which is only construction; does not include soft cost.
- Mr. Friel reported that Administration would be working with Mr. Hamblin and QHR to determine an analysis on the finance portion for options the District.

#### B. Discussion and Review of the Helicopter/EMS Landing Site:

 Mr. Friel reported that there was some safety concerns from the pilot with AirMethods. Mr. Friel has spoken with Robert Frick, Business Development to review the current issues regarding the EMS landing site. Any safety concerns or advice on modifying the EMS landing site will be provided to the committee once the information is received.

#### Board member Roberts reported no action required

#### 8. PLANNING & FACILITIES\*

**A.** Construction Project (s)

Including: (FHC, RHC, PT, Hospital, Maintenance)

- o Public Restroom/Acute Kitchen Plumbing Repair
- o Pyxis Replacement
- o ASHRE 188 Risk Management Plan for Legionellosis
- o Hospital Medical Air Compressor
- o ER Renovations
  - o Cabinets to be installed by the end of the week then flooring and painting will be scheduled. Completion target date is by Thanksgiving.

#### **B.** Repairs/Maintenance:

Including: (FHC, RHC, PT, Hospital, Maintenance)

- o FHC Fire Riser
- o Business Office Re-Painting
- o Hospital Re-Paint Window Frames
- o Hospital Water Leak
  - o Boiler room has a soft water tank; fitting broke and caused a water leak.
  - o Maintenance staff repaired the fitting.
- o Fire Extinguisher
- o ER- Physician Dictation Area
- o Hospital, FHC & PT Trimmed Trees

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

- Board Member Roberts- yes
- President Robbins yes

#### 9. ADJOURNMENT\*

President Robbins motioned to adjourn the meeting at 5:59 p.m. Second by Board Member Roberts to adjourn the meeting. Board Member Roberts called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Roberts- yes
- President Robbins yes

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

#### FINANCE COMMITTEE MEETING MINUTES 41870 Garstin Drive, Big Bear Lake, Ca. 92315 January 03, 2019

**MEMBERS** Donna Nicely, Treasurer **PRESENT:** Peter Boss, MD, President

Garth Hamblin, CFO Shelly Egerer, Exec. Asst.

John Friel, CEO

**STAFF:** Kerri Jex Mary Norman

COMMUNITY MEMBERS: None

**ABSENT:** None

#### **OPEN SESSION**

#### 1. CALL TO ORDER:

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

#### 2. ROLL CALL:

Donna Nicely and Peter Boss, M.D. were present. Also present were John Friel, CEO, Garth Hamblin, CFO and Shelly Egerer, Executive Assistant.

#### 3. ADOPTION OF AGENDA:

Board Member Nicely motioned to adopt the January 03, 2019 Finance Committee Meeting Agenda as presented. Second by President Boss to adopt the January 03, 2019 Finance Committee Meeting Agenda as presented. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes

#### **CLOSED SESSION**

#### 1. PUBLIC FORUM FOR CLOSED SESSION:

Board Member Nicely opened the Hearing Section for Public Comment on Closed Session items at 12:01 p.m. Hearing no request to address the Finance Committee, Board Member Nicely closed the Hearing Section at 12:01 p.m.

#### 2. ADJOURN TO CLOSED SESSION:

Board Member Nicely motioned to adjourn to Closed Session at 12:01 p.m. Second by President Boss to adjourn to Closed Session at 12:01 p.m. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes

#### **OPEN SESSION**

#### 1. CALL TO ORDER:

Board Member Nicely called the meeting to order at 12:30 p.m.

#### 2. RESULTS OF CLOSED SESSION:

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

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

Board Member Nicely opened the Hearing Section for Public Comment on Open Session items at 12:30 p.m. Hearing no request to address the Finance Committee, Board Member Nicely closed the Hearing Section at 12:30 p.m.

#### 4. DIRECTOR'S COMMENTS:

None

#### 5. APPROVAL OF MINUTES:

- A. November 07, 2018
- B. December 04, 2018

President Boss motioned to approve the November 07 and December 04, 2018 Finance Committee Meeting Minutes as presented. Second by Board Member Nicely to approve the November 07 and December 04, 2018 Finance Committee Meeting Minutes as presented. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes

#### 6. OLD BUSINESS:

None

#### 7. NEW BUSINESS\*

None

#### 8. Presentation and Review of Financial Statements:

- A. November 2018 Finances:
  - Mr. Hamblin reported the following:
    - o Cash continues to be strong.
    - o 339 days cash on hand.
    - o \$193,000 surplus.
    - o Net revenue is over budget.
    - o Expenses continue to run under budget.
    - o Acute days 50% under budget.
    - o SNF days 13% lower than budget.
    - o ER visits are at budget.
    - o All clinic visit categories are above budget.
  - Board Member Nicely asked for clarification on the graphs in the Finance Report; the date shows October but the Finance Report is for November also on page 5 the expense trend shows that it is increasing and would like to know what departments are increasing and asked that this information be provided to the full Board.

• The Finance Committee also requested that the policies & procedures under the CFO authority remain a standing agenda item until advised otherwise.

#### **B.** CFO Report:

- Mr. Hamblin reported the following information:
  - o Admitting Policies & Procedures:
    - o Department policies were approved at the October Board Meeting.

#### o TruBridge:

- o The new TruBridge Director has been working with Patient Access staff on edits and denials to improve front-end process.
- o Productivity Benchmarking Assessment:
  - o Admin Team has spent lengthy discussion on the assessment.
  - o Meet with manager and incorporate some of the recommendations.
  - o Report to be provided to full Board at the February meeting.

Financial Advisory Services and Debt Capacity Assessment:

- o Began working with QHR to obtain information and passing on the information to Gary Hicks for the debt capacity assessment.
- o Information will be provided to the Finance Committee and Board of Directors at the February meeting.

Board Member Nicely motioned to approve the December 2018 Finances and the CFO Report as presented. Second by President Boss to approve December 2018 Finances and the CFO Report as presented. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- Board Member Boss- yes

#### 9. ADJOURNMENT\*

Board Member Nicely motioned to adjourn the meeting at 12:45 p.m. Second by President Boss to adjourn. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes



#### **Contract Cover Sheet**

Contract Name:	High DR	SERT Pathology M	ED GROUD
Purpose of Contract:	LAB N	red Sirector	
Contract # / Effective Date	e / Term	1 4-8-19 -	4-7-2021
Originating Dept. Name /	Number:	LaB Medical	Director
Department Manager	Signature:	Hazer Mur D	ate: <u>/////</u>
	BAA:	YesNo	Yes _No
Administrative Officer	Signature:	ND	Date: <u>N</u> A
HIPAA/Privacy Officer (as appropriate)	Signature	<u>NA</u>	Date: NA
<u>Legal Counsel</u>	Signature:	via email	Date: 1/18/19
Compliance Officer	Signature:	Mary Norman	Date: 1/8/19 FMV
Chief Financial Officer	Signature:	South myal	Date: 9 Jan 2019
Chief Executive Officer	Signature:	In ful	Date: 1-9-19
Board of Directors When Applicable	Signature		Date:
1. Final Signatures of	n Contract, BAA	& W-9:	Date:
2. Copy of Contract/BAA/W-9 forwarded to Department Manager:			Date:
3. Copy of Contract/	BAA/W-9 forward	led to Contractor (if applicable):	Date:
4. Copy of Contract/ (if applicable)	BAA/W-9 scanne	d/emailed to Controller and Legal:	Date:

#### **Contract Cover Sheet**

#### **CONFIDENTIAL NOTICE:**

# LABORATORY AGREEMENT FOR DIRECTOR SERVICES BETWEEN BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT AND HIGH DESERT PATHOLOGY MEDICAL GROUP

THIS LABORATORY AGREEMENT FOR MEDICAL DIRECTOR SERVICES ("Agreement") is made and entered into as of the 8<sup>th</sup> day of April, 2019 by and between Bear Valley Community Healthcare District (a public entity), ("District") and High Desert Pathology Medical Group ("Group") whose President is Reda Tadros, M.D.

#### RECITALS

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

WHEREAS, Group employs and/or associates with physicians licensed by the Medical Board of California to practice medicine in the State of California.

WHEREAS, the District desires Group, through its Associated Physicians ("Associated Physicians"), to provide medical director services in the Hospital's Clinical Laboratory; and the Group, by and through its Associated Physicians, is willing to provide laboratory medical director services to the District and its patients.

#### **AGREEMENTS**

#### SECTION I. RESPONSIBILITIES OF GROUP AND ASSOCIATED PHYSICIANS.

### A. Group shall ensure that all of the Associated Physicians are and remain: (note: Medical Staff Bylaws Section 8.3 and Title 22, Ch. 3, Art. 3, Sec. 70245 reference)

- Duly licensed and qualified to practice medicine in the State of California, County of San Bernardino;
- 2. members in good standing on the Hospital's Active Medical Staff, or in the process of being credentialed for Active membership, with all privileges necessary to undertake the services contemplated by this agreement;
- 3. Certified or eligible for certification in clinical pathology and/or pathologic anatomy by the American Board of Pathology.

The parties acknowledge that Group's Associated Physicians may be absent from time to time for good reason, such as attendance at medical practice continuing education. During these periods of absence, Group's Associated Physicians shall substitute a physician so long as (1) physician meets the same requirements applicable to Associated Physicians, and (2) physician assumes all contractual, malpractice compensation, and other liabilities regarding the substitute's service in the department.

#### B. Group, through its Associated Physicians, shall:

- 1. Generally monitor the quality of patient care and professional performance rendered by members with clinical privileges in laboratory.
- 2. 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. Be a member of the medical executive committee, and give guidance on the overall medical policies of the medical staff and make specific recommendations and suggestions regarding the service, and

- 4. Perform such other duties commensurate with the office as may from time to time be reasonably requested by the chief of staff or the medical executive committee.
- **C. Group, through its Associated Physicians, shall** also provide the administrative direction and supervision required for the proper operation of the department, including the services described below.
- **1. Clinical Direction.** Group, through its Associated Physicians, shall provide clinical direction and guidelines for the clinical activities of physician, professional department personnel and non-physician personnel within the department, including, without limitation, those nurses and technicians that may serve in the department.
- **2. Equipment and Supplies.** Group, through its Associated Physicians, shall advise the District as to the selection, replacement, condition, and repair of the supplies and medical equipment in the Laboratory. Group and its Associated Physicians are not authorized to enter into any contract on behalf of the District for the purchase, rental, or other acquisition of equipment or supplies.
- **3.** Clinical Laboratory Department Policies. Group, through its Associated Physicians, shall develop and/or review, for the District's approval, the Department's professional policies, protocols, procedures, and standards.
- **4. Continuing Education.** Group's Associated Physicians shall participate in the educational programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory accreditation, with insurance requirements, and shall participate in such other educational programs within the District as the District may reasonably request.
- **5. Quality Improvement.** Group's Associated Physicians shall participate in the quality improvement programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other quality improvement programs within the District as the District may reasonably request.
- **6. Utilization Review.** Group's Associated Physicians shall participate in the utilization review programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other utilization review programs within the District as the District may reasonably request.
- **7. Risk Management.** Group's Associated Physicians shall participate in the risk management programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other risk management programs within the District as the District may reasonably request.
- **8. Marketing.** Group's Associated Physicians shall actively participate in the marketing of the District's and the Department's services to the public and physician community.
- **9. Budget.** Group, through its Associated Physicians shall, upon the District's request, assist in the preparation of the annual and long term operating and capital budgets for the Department.
- **10. Reporting and Liaison Duties.** Group, through its Associated Physicians, shall, upon request by the District or the Medical Staff, report the status and functioning of the Department and report the nature of Physician's activities towards fulfilling 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/District.

- **11. Orders.** Group, through its Associated Physicians, shall establish the necessary guidelines for the timely implementation of orders for Department services through appropriate Medical Staff committees. Group's Associated Physicians shall review and countersign an order of a nonmember of the Medical Staff prior to the implementation of that order in the Department.
- **12. Other Duties.** Group, through its Associated Physicians, will report on quarterly basis to the medical executive committee overall status of department, and perform such other administrative duties as the District/Hospital shall reasonably request. Group, through its Associated Physicians, shall attend a minimum of 50% of Medical Staff meetings.

#### D. Clinical Laboratory Service Staff. (note: Title 22, Ch. 3, Art. 3, Sec. 70245 reference)

- **1.** Group, through its Associated Physicians, shall have overall responsibility for the clinical laboratory service. Group's Associated Physicians shall be licensed in the State of California and shall be certified or eligible for certification in clinical pathology and/or pathologic anatomy by the American Board of Pathology.
- **2.** Group shall ensure that one of its Associated Physicians, a clinical laboratory bioanalyst or a clinical laboratory technologist is on duty or on call at all times to assure the availability of emergency laboratory services.
- **3.** There shall be sufficient staff with adequate training and experience to meet the needs of the service being offered.
- **4.** Group shall follow and ensure compliance with all other applicable regulatory and legal guidelines.

#### E. Insurance.

- **1. Hospital.** District represents that Group, and its Associated Physicians, shall be covered under Hospital's Directors and Officers Liability Insurance against liability arising from Associated Physician's performance of Laboratory Medical Director services within the course and scope of Group's, and its Associated Physicians, directorship duties stated in this Agreement.
- Professional Liability. Group and its Associated Physicians shall maintain, at their sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Group and Associated Physicians as the named insured, and such policy shall cover any acts of Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000) per claim/Three Million Dollars (\$3,000,000) annual aggregate for "claims made" insurance coverage. Group and its Associated Physicians further shall maintain "continuous coverage," as defined by this Section for the entire relevant term. The relevant term shall commence with the date of this Agreement and shall continue through the term of this Agreement, as well as any extensions or renewals hereof, and for a period thereafter of no less than three (3) years. In order to maintain continuous coverage for the entire relevant term Group and its Associated Physicians shall, if it changes insurers for any reason, take the necessary actions required in order to provide continuous coverage by either obtaining "tail" insurance from the preceding carriers, or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this Section, the "tail" insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the last contract between the parties for a period of three (3) years. In order to satisfy the requirements of this Section for "nose" insurance, the retroactive effective date for such insurance must be at least the first date of the relevant term noted above. Group and its Associated Physicians 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, Group and Associated Physicians shall *give* Hospital written notice thereof within

thirty (30) business days of Groups or Associated Physicians' receipt of such notification from any of its insurers. In the event Group or its Associated Physicians fail 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, Group and its Associated Physicians shall reimburse Hospital for the cost thereof, and failure to repay the same upon demand by Hospital shall constitute a material breach hereunder.

- **G.** Access to Books and Records. Upon written request of the Secretary of Health and Human Services for the Comptroller General or any of their duly authorized representatives, the Contractor shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the cost providing his services. If Contractor carried out any of the duties of the Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is covered by the requirements of Public Law 96-499, (S 952)(v)(1) of the Social Security Act and regulations promulgated thereunder.
- **H. Reports and Records.** Group, through its Associated Physicians, 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 Group, through its Associated Physicians shall have access to such reports, records, and supporting documents as authorized by District policies and the law of the State of California.
- **I. Use of Premises.** Group, through its Associated Physicians, 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.
- **J. Notification of Certain Events.** Group, through its Associated Physicians, shall notify Hospital in writing within three (3) business days after the occurrence of any one or more of the following events:
  - 1. Any of Group's Associated Physicians' medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
  - 2. Any of Group's Associated Physicians become the subject of any suit, action or other legal proceeding arising out of Physician's professional services;
  - 3. Any of Group's Associated Physicians are required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
  - 4. Any of Group's Associated Physicians become the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;
  - 5. Any of Group's Associated Physicians become incapacitated or disabled from practicing medicine;
  - 6. Any act of nature or any other event occurs which has a material adverse effect on Any of Group's Associated Physicians' ability to perform the Services;
  - 7. Any of Group's Associated Physicians change the location of offices;
  - 8. Any of Group's Associated Physicians are charged with or convicted of a criminal offense; and
  - 9. Any of Group's Associated Physicians are 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. RESPONSIBILITIES OF THE DISTRICT

- **A. Operational Requirements.** The District shall provide the facilities, equipment, utilities, janitorial, laundry, and other support supplies and services that are reasonably necessary for Group's Associated Physicians to serve under this Agreement.
- **B.** Personnel. The District shall provide the nursing, technical, administrative, clerical and other support personnel that are reasonably necessary for Group's Associated Physicians to serve under this Agreement.

#### SECTION III. REPRESENTATIONS AND WARRANTIES

Group, and its Associated Physicians, represent and warrant to District, upon execution and throughout the term of this Agreement as follows:

- **A.** Group, and its Associated Physicians, are not bound by any agreement or arrangement which would preclude Group, or its Associated Physicians, from entering into, or from fully performing the services required under this Agreement;
- **B.** All of Group's Associated Physicians' licenses to practice medicine in the State of California or in any other jurisdiction have 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.** All of Group's Associated Physicians' 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.** Group, and its Associated Physicians, 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 the Center for Medicare and Medicaid Services, California State Title 22, the Department of Health and Human Services or other relevant accrediting organizations; (3) participate in continuing education as necessary to maintain licensure, maintain certification by the American Board of Pathology, maintain professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession; and (4) all applicable Bylaws, Rules and Regulations of Hospital and its Medical Staff;
- **E.** Group, and its Associated Physicians, have not in the past conducted and are not presently conducting, their medical practice in such a manner as to cause Group and/or its Associated Physicians to be suspended, excluded, barred or sanctioned under the Medicare or MediCal Programs or any government licensing agency, and has never been convicted of an offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation; and
- **F.** Group's Associated Physicians have, and shall maintain throughout the term of this Agreement, an unrestricted license to practice medicine in the State of California and staff membership privileges at Hospital.

#### SECTION IV. COMPENSATION.

- **A. Amount of Fees:** Physician fees shall be compatible to, and shall be in accordance with reasonable and customary fees for similar services.
- **B. Payment.** At the end of each month Group's Associated Physicians shall submit to the District a completed and signed Director Monthly Administrative Services Log (attached hereto as Exhibit A). Upon receipt of completed and signed log, District shall pay Group the monthly the sum of \$2,000.00 (two

thousand dollars) for Group's Associated Physicians' services under this Agreement. The District shall remit payments to Group at intervals of time as established by the District accounting department.

- **C. When an autopsy** is judged necessary by the attending physician and the coroner has refused the case, permission will be obtained from the family. A pathologist (with the attending physician) shall perform the autopsy at Big Bear Mortuary. If the family is unable to pay for the autopsy due to financial constraints, the hospital will pay a maximum fee of \$1,000.00 for a limited or complete autopsy (not to include toxicology testing). The patient's family will not be charged for this service.
  - **1. When an autopsy** is to be performed, the pathologist (physician) will notify the attending physician of the date and time of the autopsy; and
  - **The results** of the autopsy will be forwarded to the attending physician and to the hospital in the time allowed by regulations.

#### SECTION V. INDEPENDENT CONTRACTOR.

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

#### SECTION VI. COMPLIANCE.

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

At a minimum, all agents are expected to:

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

#### **SECTION VII. TERM.**

Unless terminated early in accordance with Section VIII below, this Agreement shall be effective for two years, starting April 08, 2019 to April 07, 2021.

#### SECTION VIII. EARLY TERMINATION.

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

- 1. Any of Group's Associated Physicians' licenses to practice medicine are suspended, revoked, terminated, or otherwise restricted;
- 2. Any of Group's Associated Physicians' medical staff privileges at the Hospital are in any way suspended, revoked, or otherwise restricted;
- 3. Any of Group's Associated Physician's failure to comply with the standards of the Bear Valley Community Healthcare District Compliance Program to the extent that such failure results in material fine and or sanction from Medicare or Medical Program;
- 4. Neglect of professional duty by Group's Associated Physician(s) in a manner that poses an imminent danger to the health or safety of any individual, or violates Hospital's or the Medical Staff's policies, rules and regulations;
- 5. The failure of Group's Associated Physicians to make a timely disclosure required pursuant to Section I, subdivision J;
- 6. Breach by Group or its Associated Physician(s) of any of the confidentiality provisions under this Agreement;
- 7. Failure by Group and its Associated Physicians to maintain the insurance required under this Agreement;
- 8. The conviction of any of Group's Associated Physician's of a criminal offense related to health care, or the listing of Associated Physician by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation;
- 9. Breach of this Agreement by Group or its Associated Physician(s) where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Group or its Associated Physician(s); or
- 10. Group, or its Associated Physicians, are removed from office by the Medical Executive Committee according to the applicable Medical Staff Bylaws.
- **B.** Any party to this Agreement may terminate this Agreement for material default; provided that the non-defaulting party shall give written notice of the claimed default, and the other party shall have thirty (30) days to cure such performance, failing which, this Agreement may thereafter be immediately terminated by the non-defaulting party.
- **C. Termination without cause.** Either party may terminate this Agreement, without cause, upon ninety (90) days prior written notice to the other party.
- **D. Effect of Termination**. In the event that this Agreement is terminated for any reason, Group shall be entitled to receive only the amount of compensation earned prior to the date of termination.
- **E.** Termination within the first (12) months. If this Agreement is terminated, with or without cause, during the first twelve (12) months of the term, the parties shall not enter into any new agreement or arrangement during the remainder of such twelve (12) month period.

#### SECTION IX. CONFIDENTIALITY.

Neither Group nor its Physicians shall 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 Group and Physician's 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. ASSIGNMENT.

Group, or its Associated Physicians, shall not assign, sell, or otherwise transfer this Agreement or any interest in it without consent of District.

#### SECTION XI. NOTICES.

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

Hospital: John P. Friel, Chief Executive Officer

BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT

P. O. Box 1649

Big Bear Lake, CA 92315

Group/Associated physicians: High Desert Pathology Medical Group

Reda Tadros, M.D., President-

5675 Skyline Circle La Verne, CA 91750

#### SECTION XII. PRE EXISTING AGREEMENT.

This Contract replaces and supersedes any and all prior arrangements or understandings by and between Hospital and Group, and its Associated Physicians, with regard to the subject matter hereof.

#### SECTION XIII. HOSPITAL NOT PRACTICING MEDICINE.

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

#### SECTION XIV. ENTIRE AGREEMENT.

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

#### SECTION XV. SEVERABILITY.

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

#### SECTION XVI. GOVERNING LAW.

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

#### SECTION XVII. REFERRALS.

The parties acknowledge that none of the benefits granted to Group or its Associated Physicians are conditioned on any requirement that Group or its Associated Physicians make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital. The parties further acknowledge that Group, and its Associated Physicians, are not restricted from establishing staff privileges

at, referring any service to, or otherwise generating any business for any other facility of Physician's choosing.

#### SECTION XVIII. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Group, through its President, represents and warrants that he has the right, power, legal capacity and authority to enter into and perform the obligations under this Agreement on his own behalf and on behalf of Associated Physicians and that no further approval or consent of any person or entity is necessary for them to enter into and perform such obligations.

#### 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.

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

Dated:	Ву:
	Peter Boss, President
	Bear Valley Community Healthcare District
	P. O. Box 1649
	Big Bear Lake, CA 92315
Dated:	By:
,	High Desert Pathology Medical Group
	Reda Tadros, M.D., President
	5675 Skyline Circle
	La Verne, CA 91750

#### **EXHIBIT A**

#### PHYSICIAN DEPARTMENT DIRECTOR MONTHLY ADMINISTRATION SERVICES LOG

#### **Medical Director of Laboratory**

M	onth of:		
<u>M</u>	eeting Attendance:		
	Medical Executive Committee Attendance Quarterly Department Status Report to MED	Present Yes	_ Absent _ No
De	epartment Supervision/Administration:		
		<u>Hours</u> <u>Comments</u>	
>	Department Clinical Direction/Personnel Supervision		
A	Department Quality Improvement Activity		
<b>A</b>	Department Utilization Review		
>	Presentation/Participation Continuing Education Activity		
>	Other (Department policy/procedure development, equipment needs evaluation, risk management)		
	TOTAL Department Supervision/Administration Hours		
	Cienahuus		
	Signature	,	Date
	CEO Signature	_	Date



### **Contract Cover Sheet**

Contract Name:	Willace	en tinancial.	DERVICES			
Purpose of Contract: TAX ROLFULING SERVICES						
Contract # / Effective Date / Term						
Originating Dept. Name / Number: LCONTHING RenewAL						
Department Manager	Signature:	D	Pate:			
BAA: _Yes _No W-9:_Yes _No						
Administrative Officer	Signature:	AG	Date: NA			
HIPAA/Privacy Officer (as appropriate)	Signature	NA	Date: NA			
Legal Counsel	Signature:	via email	Date: 1-16-19			
Compliance Officer	Signature:		Date:			
Chief Financial Officer	Signature:	satzlak	Date: 15500 209			
Chief Executive Officer	Signature:	Aux	Date: 1-16-19			
Board of Directors When Applicable	Signature	1 -	Date:			

Final Signatures on Contract, BAA & W-9:
 Date: /-//o /9

 Copy of Contract/BAA/W-9 forwarded to Department Manager:
 Copy of Contract/BAA/W-9 forwarded to Contractor (if applicable):
 Copy of Contract/BAA/W-9 scanned/emailed to Controller and Legal:

Date: /-//o /9
Date: /-//o /9

(if applicable)

#### **Contract Cover Sheet**

#### **CONFIDENTIAL NOTICE:**

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

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January 14, 2019

Garth Hamblin

BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PO Box 1649

Big Bear Lake, California 92315

Re: Letter Agreement to Provide Annual Tax Roll Billing Services for Measure F

Dear Mr. Hamblin,

The following is a proposed scope of services to provide tax roll billing services for Bear Valley Community Healthcare District's (BVCHD) Measure F. Project Manager Tony Thrasher and Principal Consultant Roxanne "Rox" E. Shepherd of Willdan Financial Services ("Willdan") are prepared to offer you the same personalized attention and these services, at the same fee as in prior years.

It is noted that this is the fifth of ten tax roll years under Measure F. For your convenience, this proposal offers a single or three-year option. Please indicate your preference in the box provided below. The following exhibits are made a part of this document:

- Exhibit A Annual Scope of Services and Proposed Schedule
- Exhibit B Fee and Payment Provisions

1 year, (FY 2019/2020)

Also attached is our standard Attachment to Letter Agreements. Upon authorization, as provided below, this letter will become the Agreement between BVCHD and Willdan for the services described herein. Please scan and email a signed copy of this letter to Rox as our authorization to proceed.

If you have any questions, please contact Rox at (760) 639-0124 (direct), or at rshepherd@willdan.com. We appreciate the opportunity to provide these services.

Sincerely,

WILLDAN FINANCIAL SERVICES

Adapt Loc

Gladys Medina
Vice President, Group Manager

Shelly Egerer, BVCHD

Signature

Date

Print Name

Bear Valley Community Healthcare District desires to contract for specified services for (please check appropriate box):

3 years, (FY 2019/2020, 2020/2021 and 2021/2022)

## Exhibit A

## **Annual Scope of Services and Proposed Schedule**

Bear Valley Community Healthcare District Measure F Special Tax				
Date	Action			
Upon Authorization	Teams obtains current County of San Bernardino Assessor's information and updates database in conformance with the special tax formula.			
May Board of Director's Meeting	Board of Directors adopts resolution determining, certifying, and directing the special tax levies within BVCHD.  BVCHD to provide original executed (not scanned) copy of resolution to Willdan.			
May/June	Team transmits to BVCHD a listing of all parcels, along with the corresponding land use and proposed tax.			
Within the deadlines set by the Auditor- Controller (typically 7/5 to 8/10)	Team transmits resolution and taxes to the County of San Bernardino Auditor-Controller in the required format for collection on the tax roll.			
Subsequent to the above	Team supplies the Auditor-Controller with additional information concerning rejected parcels that may have been assigned new assessor parcel numbers.			
On-going	Team supports BVCHD with property owner, County of San Bernardino, and other inquiries concerning the current tax year. As required by the County of San Bernardino's Auditor/Controller, a property contact number is to be provided. Willdan's toll-free number will be provided to appear on the tax bill.			



#### **Exhibit B**

## Fee and Payment Provisions for Annual Tax Roll Activities Measure F Special Tax

Bear Valley Community Healthcare District shall pay to Willdan, for the performance of services rendered pursuant to Exhibit A, on a "lump sum" basis, not to exceed \$8,400.00. This amount includes staff time, computer, materials and County of San Bernardino expenses, and is based on the following Schedule of Billing Rates:

Position	Hourly Rate
Group Manager	\$ 210
Principal Consultant	200
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Analyst Assistant	75
Support Staff	50



#### **ATTACHMENT 1 TO LETTER AGREEMENT**

#### **TERMS AND CONDITIONS**

The Letter Agreement between the Bear Valley Community Healthcare District ("Client") and Willdan Financial Services ("WFS") is subject to these Terms and Conditions (collectively, this "Agreement").

- 1. <u>Additional Services</u>. Additional services shall be performed by WFS only upon Client's request evidenced by a written addendum executed by both parties.
- 2. <u>Compensation</u>. WFS shall submit monthly statements for services. Payments shall be due and payable within 30 days of invoice and if not timely paid shall bear interest at the rate of 1.5% per month.
- 3. <u>Termination</u>. Either party may terminate this Agreement at any time upon 30 days' written notice. In the event of early termination, WFS shall be paid for services performed prior to the effective date of termination.
- 4. <u>Data Provided by Client</u>. WFS shall rely upon data provided by Client without independent verification of accuracy. WFS shall not be responsible for any errors resulting from its use of inaccurate data provided by Client.
- 5. <u>Indemnification</u>. Each Party shall hold harmless, defend and indemnify the other from any and all claims or damages, unless the claims or damages are the result of the Party's negligence or other wrongful misconduct or the negligence or other wrongful misconduct of the Party's respective officers, agents or employees.
- 6. <u>Insurance</u>. WFS shall maintain the following insurance:
  - a. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.
- b. Commercial General Liability Insurance, with limits not be less than \$1,000,000 per occurrence and general aggregate.
  - c. Commercial Automobile Liability with limits not less than \$1,000,000 per occurrence.
  - d. Professional Liability with limits not be less than \$1,000,000 per claim and annual aggregate.
- e. All policies except Professional Liability and Workers Compensation shall include Client as an additional insured and be primary with respect to any insurance carried by WFS. All policies shall include a waiver of subrogation in favor of Client.
- f. WFS shall provide Client with certificates of insurance evidencing compliance with the above insurance requirements prior to commencing it services.

#### Miscellaneous.

- a. Titles used in this Agreement are for general reference and are not a part of the Agreement.
- b. This Agreement shall be interpreted as though prepared by both parties.
- c. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.
  - d. This Agreement shall be interpreted under the laws of the State of California.
- e. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.
- f. Any notices given pursuant to this agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.
- g. WFS shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing or environmental impact reports.
- h. WFS's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.
  - i. WFS shall not responsible for the performance of services by third parties not retained by WFS.



### **Contract Cover Sheet**

Contract Name:	lather	0 Teutz Do					
Purpose of Contract:	TRY510	IAN ON COU	Somement				
Contract # / Effective Date / Term/							
Originating Dept. Name / Number:							
Department Manager	Signature:		Date:				
	BAA: <		:_Yes_No				
Administrative Officer	Signature:	ALA	Date: NA	-			
HIPAA/Privacy Officer (as appropriate)	Signature	HA	Date: MA	-			
Legal Counsel	Signature:	Na email	Date: 2-4-19	7			
Compliance Officer	Signature:	Mary Norman	Date: 1-28-19	documentation			
Chief Financial Officer	Signature:	Not 21-1	Date: 🤏 🏬	2018			
Chief Executive Officer	Signature:	the	Date: 1-22-1	9			
Board of Directors When Applicable	Signature	1	Date:	_			
\$							
1. Final Signatures on	Contract, BAA &	k W-9:	Date:	_			
2. Copy of Contract/BAA/W-9 forwarded to Department Manager:		Date:	_				
3. Copy of Contract/BAA/W-9 forwarded to Contractor (if applicable):		Date:	<u>.</u>				
4. Copy of Contract/B	4. Copy of Contract/BAA/W-9 scanned/emailed to Controller and Legal:		: Date:				

#### **Contract Cover Sheet**

(if applicable)

#### **CONFIDENTIAL NOTICE:**

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# BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT PHYSICIAN ON-CALL AGREEMENT WITH MATTHEW J. PAUTZ, D.O.

THIS PHYSICIAN ON-CALL AGREEMENT ("Agreement") is made and entered into as of the 13<sup>TH</sup> day of February, 2019 by and between Bear Valley Community Healthcare District (a public entity), ("District") and Matthew J. Pautz, D.O. ("Physician").

#### RECITALS

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

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

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

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

#### **AGREEMENTS**

#### SECTION I. RESPONSIBILITIES OF PHYSICIAN.

- A. PHYSICIAN QUALIFICATIONS. Physician shall be duly licensed and qualified to practice medicine in California and shall be approved for membership and/or clinical privileges by Board of Directors in accordance with the medical staff Bylaws, Rules and Regulations. Physician shall maintain current certifications relevant to general orthopedic care and orthopedic surgery.
- B. STANDARDS. The professional services rendered by Physician shall be provided in compliance with the standards of the Department of Health and Human Services, all applicable Federal, State, local or private accrediting organizations, the policies and procedures of the District and its Medical Staff, and prevailing standards of practice for doctors of medicine who practice in the field of orthopedic medicine.

#### C. DUTIES AND OBLIGATIONS.

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

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

2. <u>Schedule</u>. Physician agrees to provide Orthopedic On-Call Emergency Room coverage for the 2019/2020 ski season according to a mutually agreed upon scheduled published monthly throughout the ski season.

The district is under no obligation to provide Physician with a certain number or minimum of on call days during the term of the contract. Physician shall be available from 7 am to 7 pm while on-call and capable of responding by telephone within fifteen (15) minutes and, when necessary, in person within thirty (30) minutes or within a time agreed upon by the physician requesting services and the physician on-call.

- 3. <u>Quality Improvement</u>. Physician shall participate in Quality Improvement programs conducted by the District/Hospital to ensure orthopedic services and the Hospital are compliant with regulatory, accreditation, insurance requirements and shall participate in such other Quality Improvement programs with the District/Hospital as reasonably requested.
- 4. <u>Utilization Review/Discharge Planning</u>. Physician shall participate in the utilization review and discharge-planning programs conducted by the District/Hospital necessary to ensure that Orthopedic Services and the District/Hospital are compliant with regulatory, accreditation, and insurance requirements and shall participate in such other utilization review programs within the Hospital as the Hospital may reasonably request.
- 5. <u>Risk Management</u>. Contractor shall participate in risk management programs conducted by the Hospital and the medical staff necessary to ensure the District/Hospital is compliant with regulatory, accreditation, and insurance requirements and shall participate in such risk management programs within the District/Hospital as the District/Hospital may reasonably request.
- 6. <u>Ethics</u>. In performing services under this Agreement, Physician shall use his best and most diligent efforts and professional skills; render care to patients in accordance with and in a manner consistent with the high standards of medicine; conduct himself in a manner consistent with the principles of medical ethics promulgated by the American Osteopathic Association; and comply with the Hospital's rules and regulations.
- 7. In respect to Physician's performance of Physician's professional duties, the Hospital shall neither have, nor exercise control or direction over, the specific methods by which Physician performs Physician's professional clinical duties. The Hospital's sole interest shall be to ensure that such duties are rendered in a competent, efficient and satisfactory manner that meets the applicable standards of care.
- 8. Physician recognizes that the professional reputation of the Hospital is a unique and valuable asset. Physician shall not make any negative, disparaging, or unfavorable comments regarding the Hospital or any of its owners, officers, employees to any person, either during the term of this Agreement or following termination of this Agreement.
- 9. <u>Notification of Certain Events</u>. 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.
- 10. Physician shall participate in all government and third-party payment or managed care programs in which Hospital participates, render services to patients covered by such programs, and accept the payment amounts provided for under these programs as payment in full for services of Physician to Hospital's patients. If Hospital deems it advisable for Physician to contract with a payer with which Hospital has a contract, Physician agrees in good faith to negotiate a contractual agreement equal to the reasonable prevailing reimbursement rates for orthopedic surgeons within the geographic area of Hospital.
- D. ACCESS TO BOOKS AND RECORDS. If the value or cost of Services rendered to Hospital pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a twelvementh period, Physician agrees as follows:
  - 1. Until the expiration of four (4) years after the furnishing of such Services, Physician shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary'), the Secretary's duly-authorized representative, the Comptroller General, or the Comptroller General's duly-authorized representative, such books, documents and records as may be necessary to certify the nature and extent of the cost of such Services; and
  - 2. If any such Services are performed by way of subcontract with another organization and the value or cost of such subcontracted services is Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, such subcontract shall contain, and Physician shall enforce, a clause to the same effect as subparagraph 1. Immediately above.

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

E. REPORTS AND RECORDS. Physician shall, in accordance with Hospital and medical staff policies, cause to be promptly prepared and filed with appropriate physicians, and the Hospital's medical records department, reports of all examinations, procedures, and other professional services performed by Physician and shall maintain an accurate and complete file within the Department, or other location approved by the Hospital, of all such reports and supporting documents. The ownership and right of control of all reports, records, and supporting

documents prepared in connection with the Department belong to the Hospital; provided that Physician shall have access to such reports, records, and supporting documents as authorized by Hospital policies and the law of the State of California.

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

#### SECTION II. REPRESENTATIONS AND WARRANTIES

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

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

#### SECTION III. INDEMNIFICATION OF LIABILITY.

Physician agrees to indemnify, defend and hold harmless Hospital and its governing board, officers, employees and agents from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto

(including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), alleged to be caused by or arising from: (1) the negligent or intentional acts, errors, or omissions of Physician; (2) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of Physician; (3) the use of any copyrighted materials or patented inventions by Physician; or (4) Physician's breach of its warranties or obligations under this Agreement. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

#### SECTION IV. INDEPENDENT CONTRACTOR.

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

#### SECTION V. COMPENSATION.

- A. Physician will receive from the District a \$1,100.00 fee for each on-call shift (7:00 am -7:00 pm). Said fee will be paid on the 10th day of each month for services rendered the previous month.
- B. The District will be responsible for Physician's lodging while on-call during the term of the agreement and the published On Call Schedule. The District will pay a lodging stipend of \$150.00 per day beginning February 13, 2019 while physician is on call.
- C. Physician will perform all of his own physician billing and collection services for any and all medical services rendered to District patients. The District will not issue bills or invoices, or collect and retain fees, for professional services rendered by the Physician at the District.

#### SECTION VI. COMPLIANCE.

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

At a minimum, Physician is expected to:

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

with the Hospital and may be grounds for action by Hospital, including termination of the relationship.

#### SECTION VII. TERM.

This Agreement is effective from February 13, 2019 through April 15, 2020. This Agreement may be extended only by a mutual written Agreement and is subject to early termination as provided in Section. VIII. below.

#### SECTION VIII. EARLY TERMINATION.

- A. Hospital may terminate this Agreement immediately upon written notice to Physician based on the occurrence of any of the following events:
  - Physician's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
  - 2. Physician's medical staff privileges at the Hospital, or any other health care facility, are in any way suspended, revoked, or otherwise restricted;
  - 3. Medicare and/or Medi-Cal significantly changes the RHC program;
  - 4. Hospital fails to maintain RHC status;
  - 5. Physician Services Agreement is terminated or expires;
  - Physician's failure to comply with the standards of the Hospital's Compliance Program to the extent that such failure results in material fine and or sanction from Medicare or Medi-Cal Program;
  - 7. Physician fails to complete medical records in a timely fashion;
  - 8. Physician fails to maintain the minimum professional liability insurance coverage;
  - 9. Physician inefficiently manages patients and such inefficient management has not been cured after 10 days written notice from the Hospital;
  - 10. Physician's inability to work with and relate to others, including, but not limited to patients and ancillary staff, in a respectful, cooperative and professional manner and such inability has not been cured after 10 days written notice from the Hospital:
  - 11. Physician is unable to provide medical services under the terms of this Agreement due to a physical or mental disability;
  - 12. Physician becomes impaired by the use of alcohol or drugs;
  - 13. Physician is convicted of any criminal offense, regardless of whether such action arose out of Physician's provision of professional services;
  - 14. Physician commits any act of fraud as determined by reasonable discretion of the Board whether related to the Physician's provision of professional services or otherwise; or
  - 15. A mutual written agreement terminating this Agreement is entered into between the Hospital and Physician.
- B. Either party may terminate this Agreement for material breach; provided that the non-defaulting party shall give written notice of the claimed default, and the other party shall have 10 days to cure such performance, failing which, this Agreement may thereafter be immediately terminated by the non-defaulting party.
- C. Either party may terminate this Agreement, without cause, by providing the other party thirty (30) days prior written notice.
- D. EFFECT OF TERMINATION. In the event that this Agreement is terminated for any reason, Physician shall be entitled to receive only the amount of compensation earned prior to the date of termination.

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

#### SECTION IX. CONFIDENTIALITY.

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

Physician shall maintain at Physician's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Physician as the named insured, and such policy shall cover any acts of Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000.00) per claim/Three Million Dollars (\$3,000,000.00) annual aggregate for "claims made" insurance coverage. Physician further shall maintain "continuous coverage." as defined by this Section for the entire relevant term. The relevant term shall commence with the date of this Agreement and shall continue through the term of this Agreement, as well as any extensions or renewals thereof, and for a period thereafter of no less than three (3) years. In order to maintain continuous coverage for the entire relevant term Physician shall, if it changes insurers for any reason, take the necessary actions required in order to provide continuous coverage by either obtaining "tail" insurance from the preceding carriers, or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this Section, the "tail" insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the last contract between the parties for a period of three (3) years. In order to satisfy the requirements of this Section for "nose" insurance, the retroactive effective date for such insurance must be at least the first date of the relevant term noted above. Physician shall provide proof of current insurance and, in the event of modification, termination, expiration, non-renewal or cancellation of any of the aforesaid policies of insurance, Physician shall give Hospital written notice thereof within thirty (30) business days of Physician's receipt of such notification from any of its insurers. In the event Physician fails to procure, maintain or pay for said insurance as required herein, Hospital shall have the right, but not the obligation to obtain such insurance. In that event, Physician shall reimburse Hospital for the cost thereof, and failure to repay the same upon demand by Hospital shall constitute a material breach hereunder.

#### SECTION XI. ASSIGNMENT.

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

#### SECTION XII. NOTICES.

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

Hospital: John Friel, Chief Executive Officer

Bear Valley Community Healthcare District

P. O. Box 1649

Big Bear Lake, CA 92315

Physician: Matthew J. Pautz, D.O.

Orthopedic Institute of California 18031 US Hwy 18, Suite A Apple Valley, CA 92307 Phone: (760) 245 2663 Fax: (760) 245 2668

#### SECTION XIII. PRE EXISTING AGREEMENT.

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

#### SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.

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

#### SECTION XV. NON-EXCLUSIVITY.

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

#### SECTION XVI. ENTIRE AGREEMENT.

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

#### SECTION XVII. SEVERABILITY.

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

#### SECTION XVIII. GOVERNING LAW.

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

#### SECTION XIX. REFERRALS.

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

#### SECTION XX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

#### SECTION XXI. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

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

Dated:	By:	
	Peter Boss, M.D., Board President Bear Valley Community Healthcare District P. O. Box 1649 Big Bear Lake, CA 92315	ct
Dated:	Matthew J. Pautz, D.O. Orthopedic Institute of California 18031 US Hwy 18, Suite A	
	Apple Valley, CA 92307	



Bear Valley Community Healthcare District 2019 Governance Self-Assessment

Provided as a Member Service By



## **Self-Assessment Overview**

n December 2018 - January 2019 the Bear Valley Community Healthcare District Board of Directors assessed the board's overall leadership performance. The board also identified issues and priorities for the future.

Board members assessed the board's overall performance in ten leadership areas, including:

- Mission, values and vision;
- Strategic direction;
- Leadership structure and processes;
- Quality and patient safety;
- Community relationships;
- Relationship with the CEO;
- Relationships with the medical staff;
- Financial leadership;
- Community health; and
- Organizational ethics.

Board members rated 167 total criteria in these ten areas.

#### How the Self-Assessment Was Conducted

The governance self-assessment was conducted using an online survey. All four Bear Valley Community Healthcare District board members completed the self-assessment.

Respondents rated a variety of statements in the ten areas above, using a scale ranging from "Level 5 (Strongly Agree)" to "Level 1 (Completely Disagree)." "Not Sure" and "Not Applicable" choices were also available for each statement.

Mean scores for each statement were calculated using a five point scale (Level 5 - Level 1). No points were assigned to "Not Sure" and "Not Applicable" ratings.

Finally, board members provided insights about their priorities for the board in the next year; defined the board's strengths and weaknesses; identified key issues that should occupy the board's time and attention in the next year; provided insights about the most significant trends the board must be able to understand and deal with in the next year; and identified critical factors that must be addressed for the organization to successfully achieve its goals.

#### **Rating Methodology**

The following rating scale was used to evaluate overall board performance:

- <u>Level 5</u>: I *strongly agree* with this statement. We always practice this as a part of our governance. Our performance in this area is *outstanding*.
- <u>Level 4</u>: I *generally agree* with this statement. We usually practice this as a part of our governance, but not always. We perform *well* in this area.
- <u>Level 3</u>: I somewhat agree with this statement. We often practice this in our governance, but we are not consistent. We perform fairly well in this area.
- <u>Level 2</u>: I somewhat disagree with this statement. We inconsistently practice this as a part of our governance. We do not perform well in this area.
- <u>Level 1</u>: I disagree with this statement. We never practice this as a part of our governance. We perform *very poorly* in this area.
- <u>N/S</u>: Not sure. I do not have enough information to make a determination about our performance in this area.
- N/A: Not applicable.

#### **Reviewing This Report**

Board member ratings of board self-assessment criteria are depicted throughout this report in graphs.

The criteria in each graph are displayed in order from <u>highest to lowest mean score</u>. The mean score for each individual rating criterion appears to the right of the graph.

To facilitate the identification of areas that may require governance and/or management attention, each graph includes the number of Level 5 - Level 1 responses to each statement in the color-coded bars. Responses are grouped and color coded, with "Level 5" appearing in dark green, "Level 4" in light green, "Level 3" in yellow, "Level 2" in orange, and "Level 1" in red. "Not Sure" responses appear in gray, and "Not Applicable" responses appear in white.

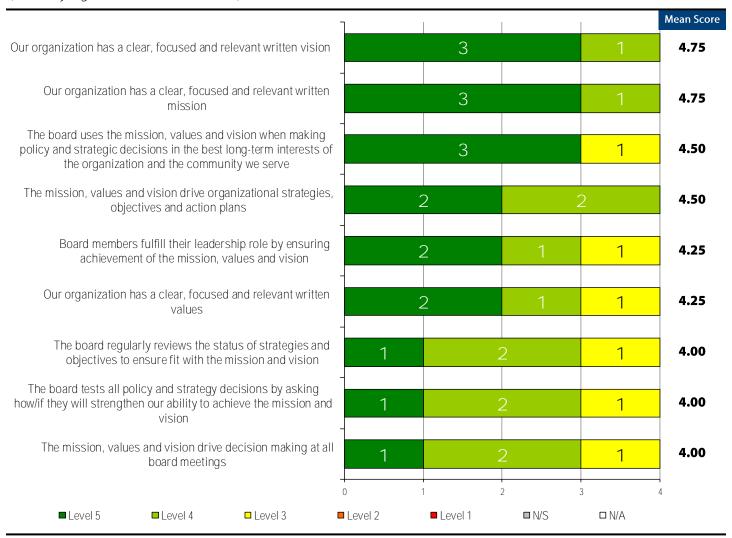
Longer lists of criteria have been separated into higher and lower rated sections for ease of display and analysis.

Board member responses to all open-ended questions appear throughout the report, where applicable, and on pages 28-29.

## Mission, Values and Vision

#### Mission, Values and Vision

(sorted by highest to lowest mean score)



#### **Suggestions for Governance Improvement**

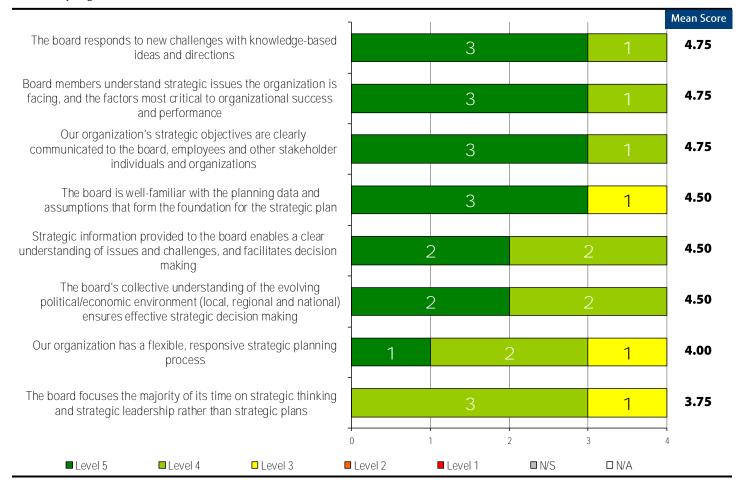
Board members provided the following suggestions for governance improvement in this section:

• I personally consider that our mission, values and objectives are sometimes not taken into account, yet know that they should be of prime importance and discussed more frequently.

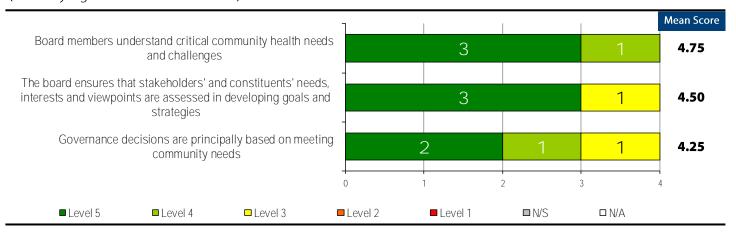
## Strategic Direction

#### The Strategic Planning Process

(sorted by highest to lowest mean score)



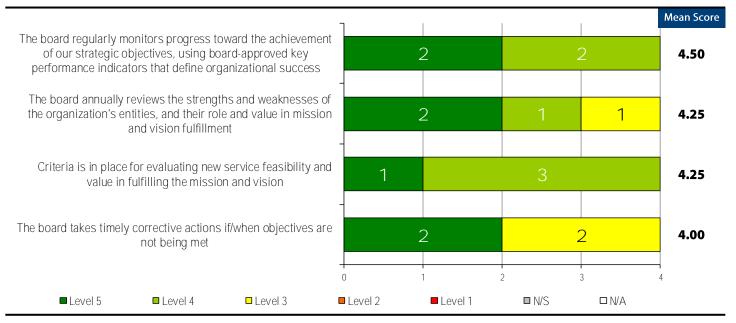
#### **Community and Stakeholder Perspectives**



#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment

#### **Monitoring Progress**

(sorted by highest to lowest mean score)



#### **Suggestions for Governance Improvement**

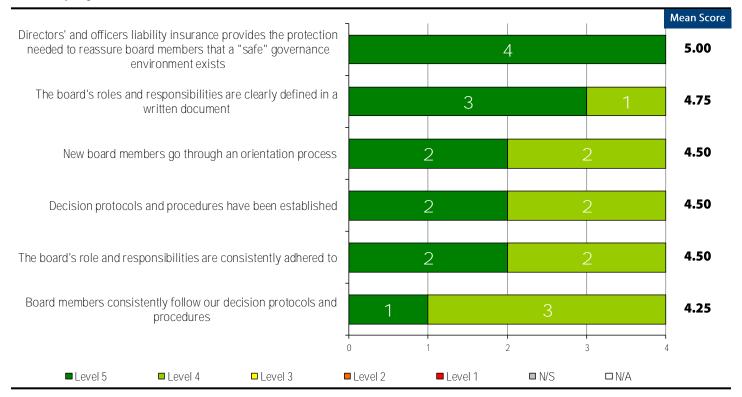
Board members provided the following suggestions for governance improvement in this section:

• Board members seem divided on certain aspects of strategic planning, but our input from QHR is timely and well developed. However, there are times when that specific report becomes a vehicle for criticism or comments that imply not enough is being done to completion. I personally find the strategic planning to be a tool that is under-used and should be given much more credence as it directly relates to the thought given to improving the hospital on the whole. I believe we could do better to work WITH QHR regarding strategic planning, take time to hear more about suggested changes/improvements, and take a more active part in establishing guidelines to completion.

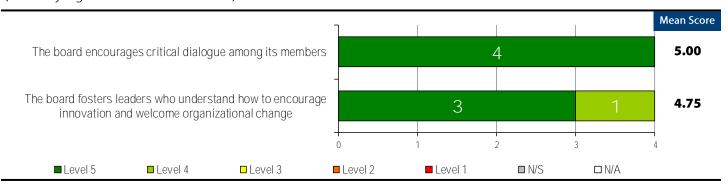
## **Leadership Structure and Processes**

#### **Board Roles and Responsibilities**

(sorted by highest to lowest mean score)



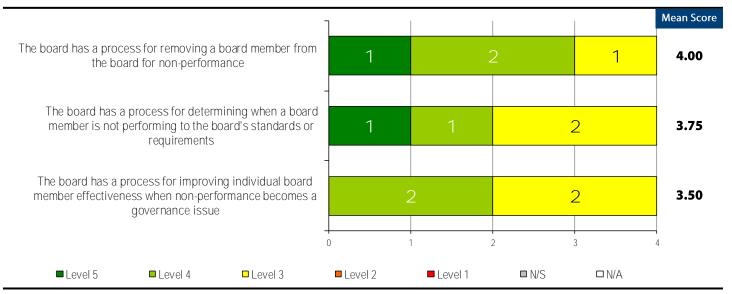
#### **Board Structure and Composition**



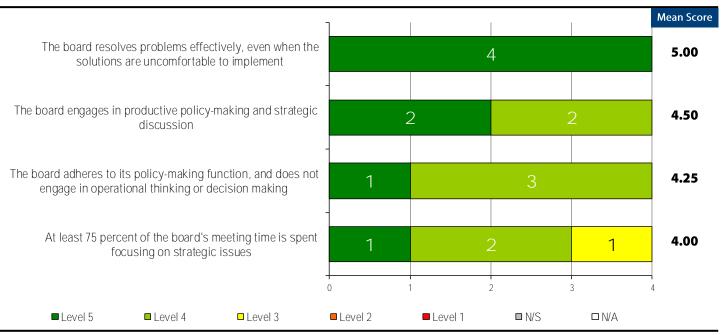
#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment

#### **Board Member Performance**

(sorted by highest to lowest mean score)

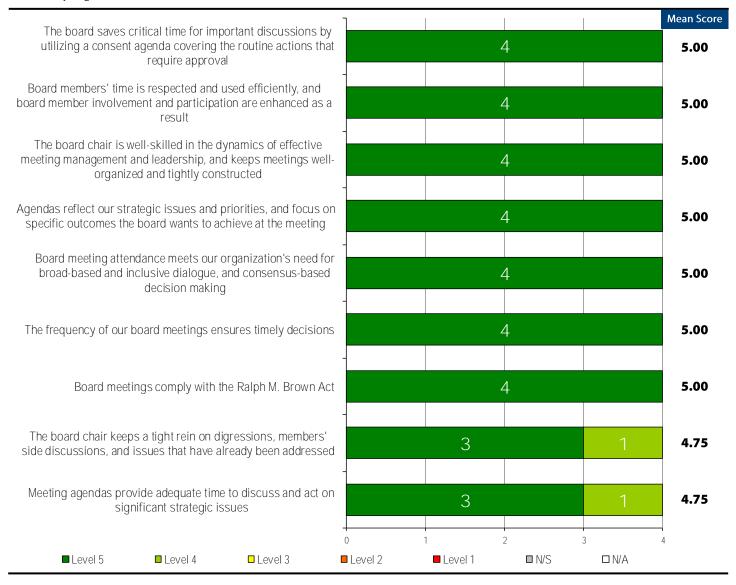


#### **Strategic Focus**



#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment

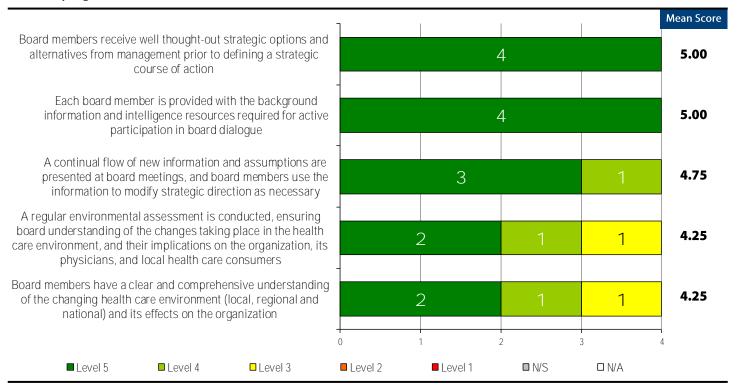
#### **Board Meetings**



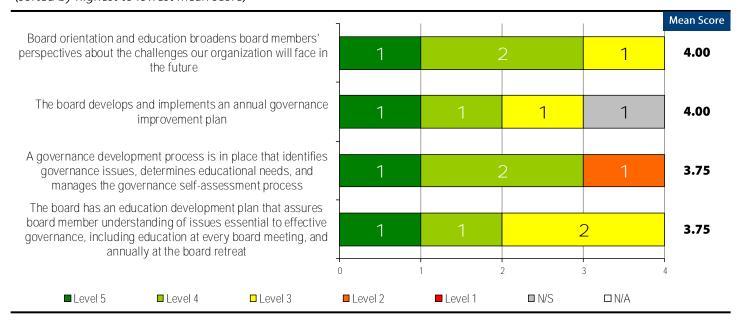
#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment

#### **Board Member Knowledge**

(sorted by highest to lowest mean score)



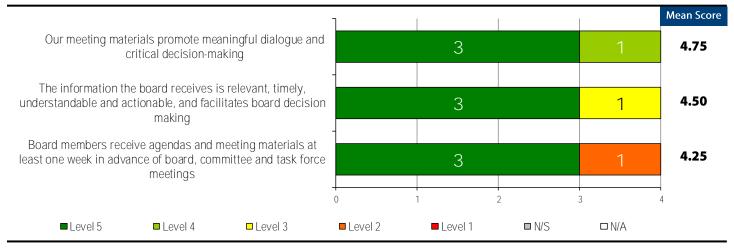
#### **Governance Development**



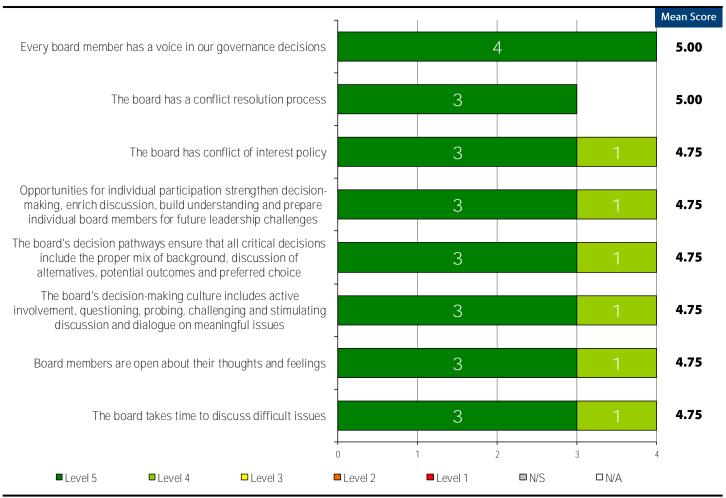
#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment

#### **Meeting Materials**

(sorted by highest to lowest mean score)

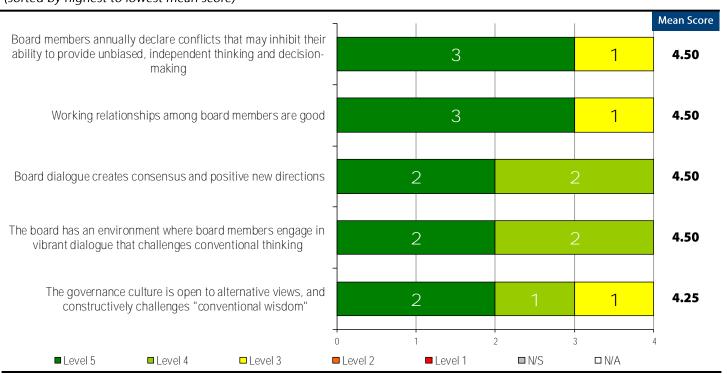


#### Board Relationships and Communication: Higher-Rated



#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment





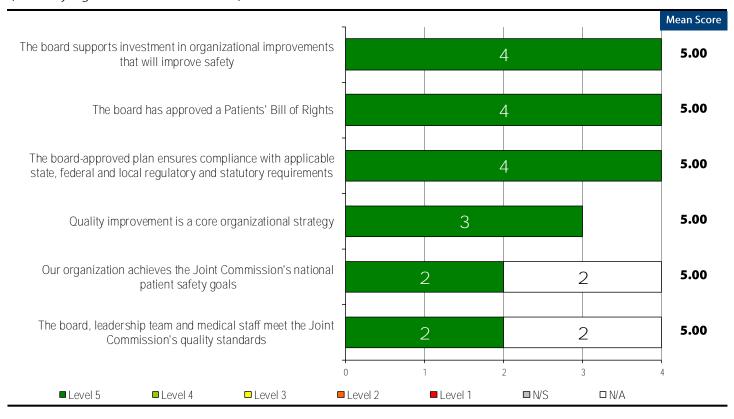
#### Suggestions for Governance Improvement

Board members provided the following suggestions for governance improvement in this section:

• In many ways noted, our board is a cohesive group and many of the positive qualities noted are to our credit. However, it is well understood that a negative influence of one board member has, in the past, been a destructive influence that manifested itself with ill-will between board members. Many of my answers admittedly were influenced by a former board member's conduct and another's inability to find common ground and be less antagonistic. This situation has righted itself by a resignation from the board. As for our meetings, they are well defined, well prepared and for the most part, we accomplish a lot during a several hour meeting. I would only like to see a bit more background on the Risk Compliance Report; however, information is provided adequately when questions are asked. I also believe we are given ample educational opportunities by QHR with Conferences and Webinars. It is good to note that in addition to making the hospital stronger, more meaningful to the community and the best available health care, the focus is also on the board's continued improvement as a governing body.

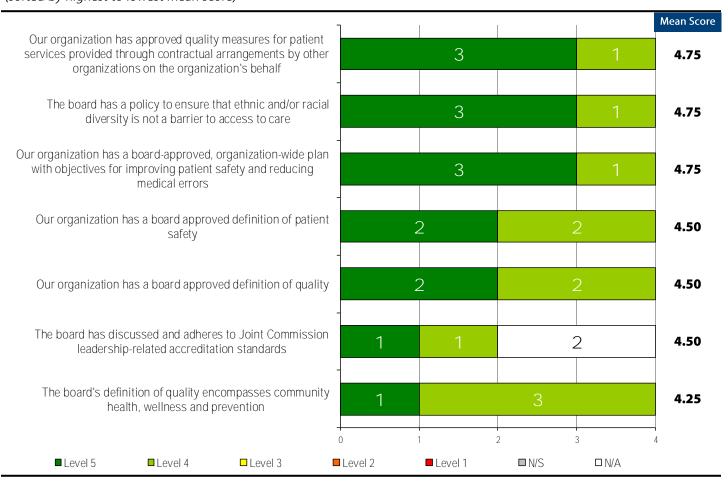
## **Quality and Patient Safety**

Defining and Understanding Quality and Patient Safety Issues: Higher-Rated (sorted by highest to lowest mean score)



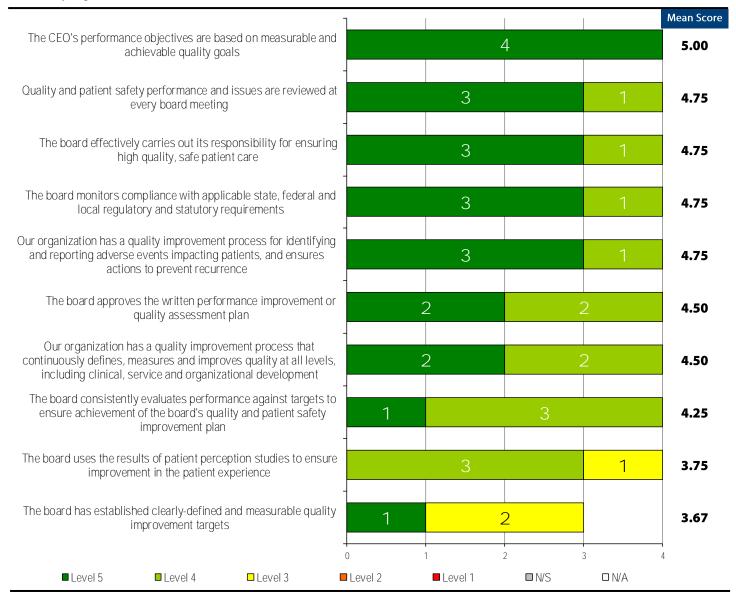
#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment

## Defining and Understanding Quality and Patient Safety Issues: Lower-Rated (sorted by highest to lowest mean score)



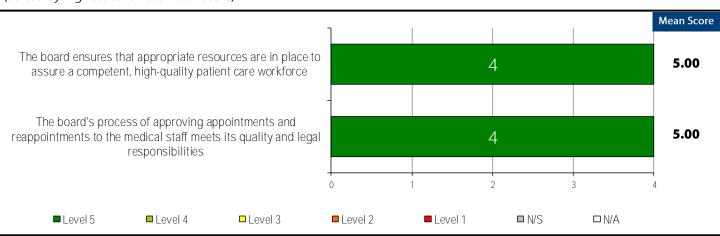
#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment

#### **Monitoring Quality and Patient Safety**



#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment





#### **Suggestions for Governance Improvement**

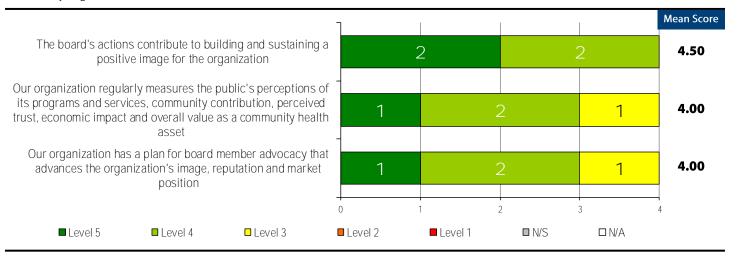
Board members provided the following suggestions for governance improvement in this section:

• Our hospital can take pride in the many surveys, inspections and visits by governing bodies that have exceeded our expectations, which speaks volumes on the attention given to patient care, safety, quality of staff, etc. I believe the Board, as a whole, respects the quality of management placed in areas that deal directly with these issues.

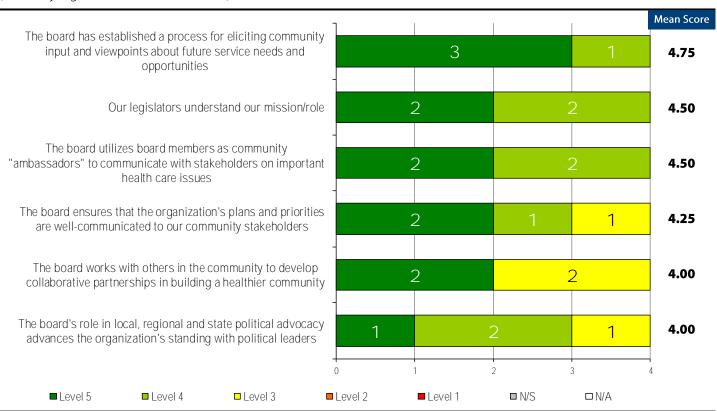
## **Community Relationships**

#### **Ensuring Public Trust and Confidence**

(sorted by highest to lowest mean score)



#### **Ensuring Community Communication and Feedback**



#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment

#### **Suggestions for Governance Improvement**

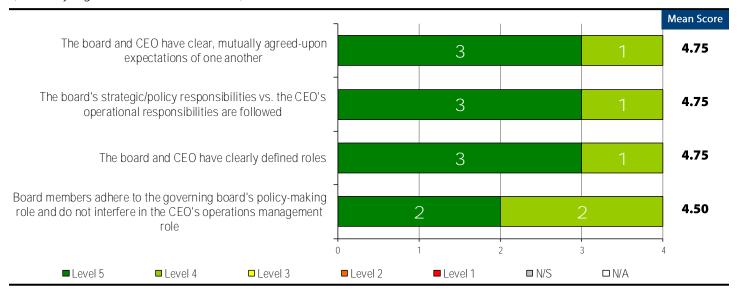
Board members provided the following suggestions for governance improvement in this section:

- An advocate for public awareness of the many benefits of our hospital, I continue to believe that we could have a much better presence in the community. Mr. Friel's Town Hall-type gatherings during the past year were a great start. We do not hear much about the issues reported on the "Hot Line" and assume they are largely complaints on various topics. I personally would like to have a more open relationship with the community (i.e., establish a "Speakers' Bureau" of sorts to visit other meetings with news and general discussion about the hospital's offerings for public health education, which I believe could be improved). The Mom & Dad project is much more generational and very important to a certain age group, but my background includes much more overall community outreach programing and dissemination of personal advocacy of one's health. I regularly remind myself that this is more attainable in a larger hospital, but still feel more could be done to acquaint the public about what we do have.
- The Board would like to see hospital staff develop and perform more community programs to educate on community needs.

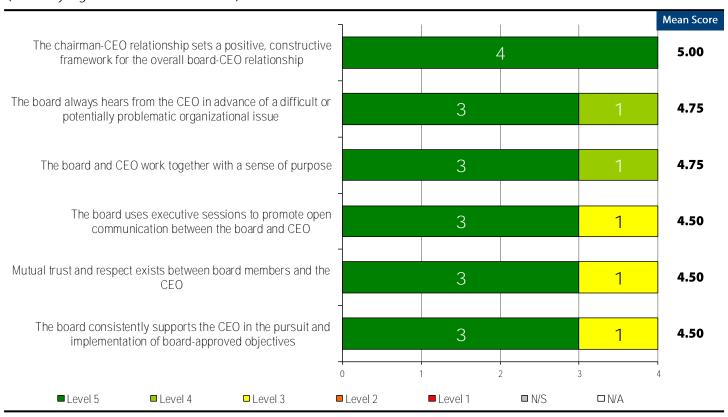
## Relationship with the CEO

#### **Board and CEO Roles**

(sorted by highest to lowest mean score)



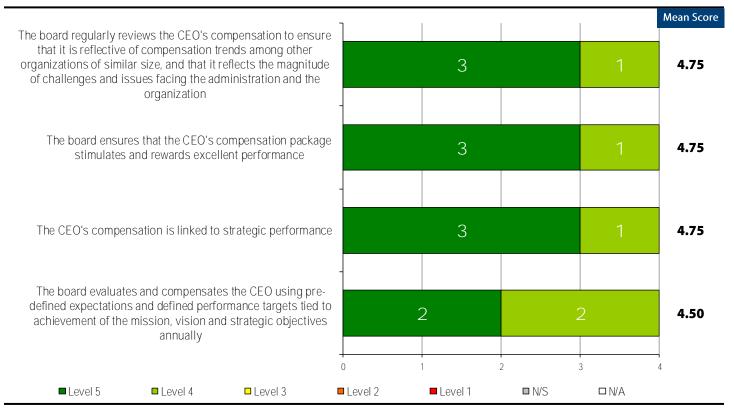
#### **Communication, Support and Shared Goals**



#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment

#### **CEO Evaluation**

(sorted by highest to lowest mean score)



#### Suggestions for Governance Improvement

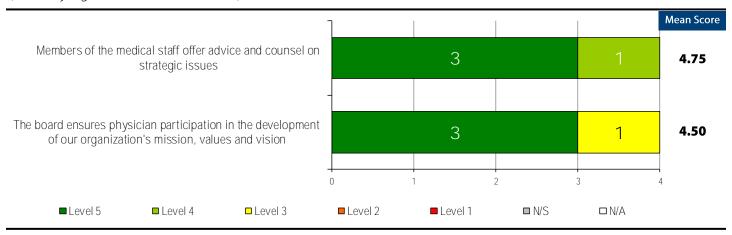
Board members provided the following suggestions for governance improvement in this section:

• As previously mentioned, one board member's negative attitude toward management was not a good influence and has been rectified by a resignation. I feel our CEO does not receive as much support as he is entitled to, and often is the target of a member's uncomplimentary comments. My position remains one of support. Considering that for all the lackluster CEOs we have endured in the past that became a common joke in the community, a much more positive line of support should be given to our current CEO, and the dedication shown to help bring BVCHD's reputation into the best positive standing in the community.

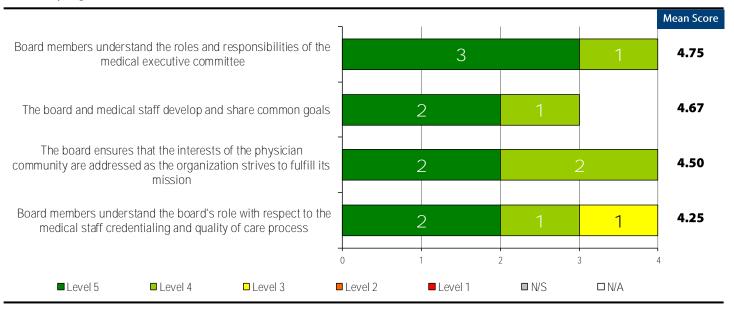
## Relationships with the Medical Staff

#### Physician Involvement in Decision Making

(sorted by highest to lowest mean score)



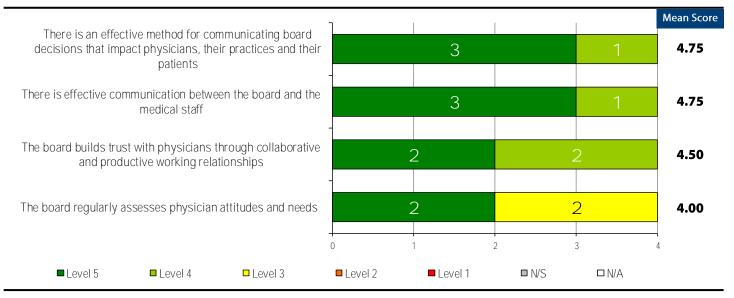
#### **Shared Understanding**



#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment

#### **Communication and Interaction**

(sorted by highest to lowest mean score)



#### **Suggestions for Governance Improvement**

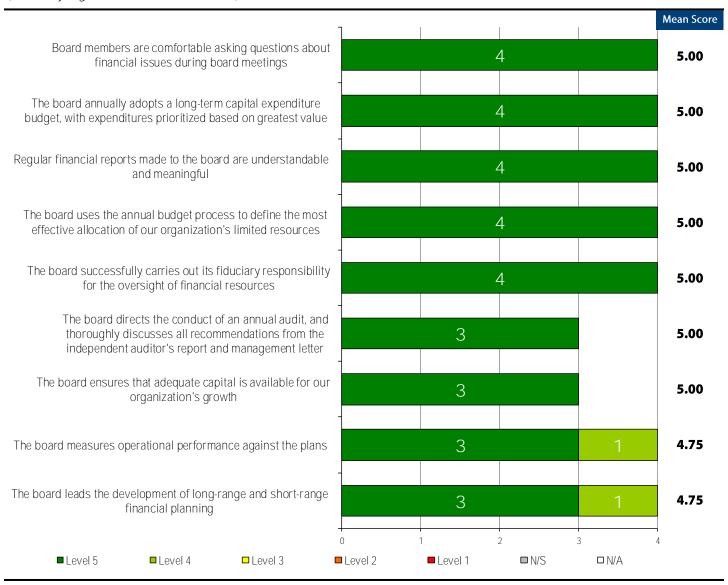
Board members provided the following suggestions for governance improvement in this section:

• For the most part, our physicians are investigated well and properly. I have no knowledge of any type of assessment done, except perhaps by the MEC. If done, would be a good idea to report findings to the board. We, of course, learn about inconsistencies in quality of care as we should, but would also welcome reporting of accomplishments, achievements, etc.

# Financial Leadership

#### The Fiduciary Responsibility

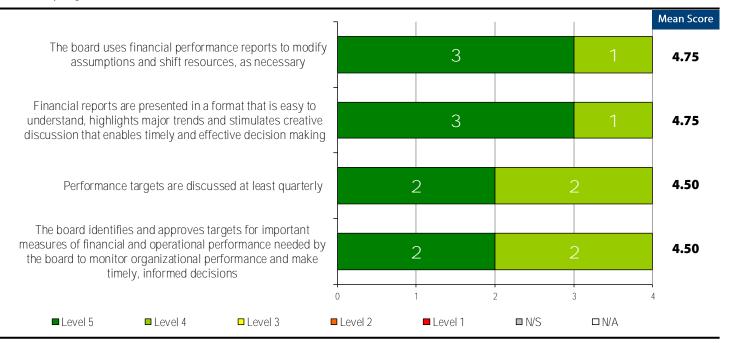
(sorted by highest to lowest mean score)



#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment

#### **Monitoring Progress**

(sorted by highest to lowest mean score)



#### Suggestions for Governance Improvement

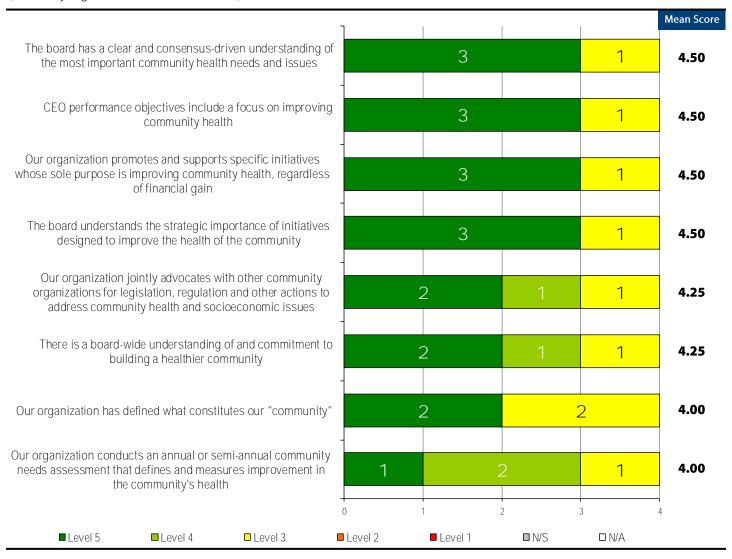
Board members provided the following suggestions for governance improvement in this section:

• With the aid of quality reporting and open discussions, as well as a good Financial Committee, the financial position of the hospital continues to improve, and we thrive on good financial standing, not achieved casually. I am sure the majority of board members will report satisfaction with our financial well-being.

# **Community Health**

#### **Development and Support of Community Health Initiatives**

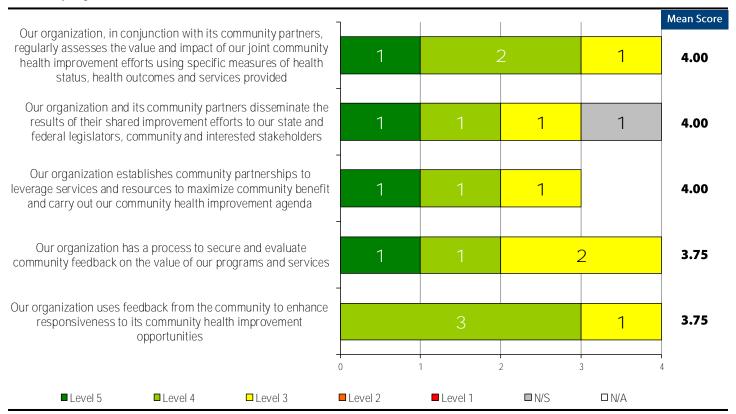
(sorted by highest to lowest mean score)



#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment



(sorted by highest to lowest mean score)



#### **Suggestions for Governance Improvement**

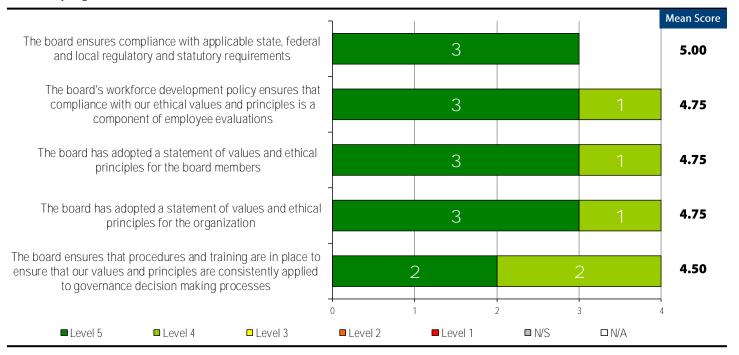
Board members provided the following suggestions for governance improvement in this section:

• I consistently feel that we could do better. We are all privy to feedback (usually uncomplimentary) once identified as a board member. The most recent that caused me to wince was, "Well, it's an ok place to be transferred from down the hill." I believe this is the area where we could make some significant improvements. As an example, October was Breast Cancer Awareness Month. The very nice promo booklet was presented at the October meeting, but I could not help thinking that this would have been a great opportunity to have some specific breast cancer educational material (even a speaker at the hospital?); i.e., breast self-exam information, etc. I believe we need to seek out the opportunities to become more involved with the community.

# **Organizational Ethics**

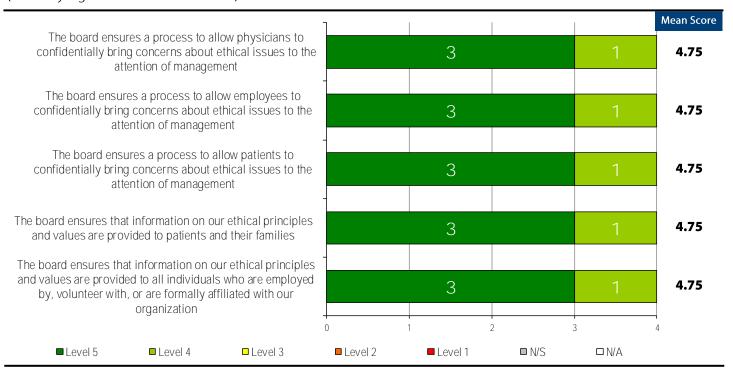
#### **Ensuring Development and Implementation of Organizational Ethics**

(sorted by highest to lowest mean score)



#### **Awareness of Ethical Issues**

(sorted by highest to lowest mean score)



### 2019 Bear Valley Community Healthcare District Governance Self-Assessment

#### **Suggestions for Governance Improvement**

Board members provided the following suggestions for governance improvement in this section:

• To my knowledge, all the above requirements are on place. If patients are given printed material on admission, or in the ER, it would be a nice thing to provide copies of to the board.

#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment

## **Issues and Priorities**

#### Highest Priority for the Board in the Next Year

Question: What is your single highest priority for the board in the next year?

- Hospital affiliation.
- Continued focus on affiliation with Redlands Community.
- Continued efforts for proposed expansion/new construction of the hospital.
- Expansion. Making good decisions for hospital retro fitting or building new facility for future community needs.
- Continued financial stability.
- Specific plan for recruitment of p/t specialty physicians (a committee formed for that purpose?).
- Seek an appropriate candidate for board membership.

#### **Most Significant Strengths**

#### Question: What are the board's most significant strengths?

- The board cooperation is excellent, and we are able to make decisions in a timely fashion.
- Ability to work together making important decisions.
- A desire to be a group with like minds and purpose and not an "I/me attitude."
- A real dedication to making BVCHD the best it can be.
- A board with well-rounded business, as well as medical backgrounds.
- The addition of Dr. Boss to the Board.

#### **Most Significant Weaknesses**

#### Question: What are the board's most significant weaknesses?

- We continually have board members resigning.
- As noted previously, we spent a good amount of time recently defending positions against criticism that should not have taken place in the setting of a board with a specific purpose and goals. At times, I think some personal affiliations might not be in the best interest of things, but continue to believe that common sense and a sense of purpose wins out.

#### Key Issues for Board Focus in the Next Year

#### Question: What key issues should occupy the board's time and attention in the next year?

- Maintaining the goals and values of the hospital's specific mission and obligation to the community.
- A focus on recruitment and new programs for community involvement.
- Community needs.

#### 2019 Bear Valley Community Healthcare District Governance Self-Assessment

- Developing relationship/affiliation with Riverside Community Hospital.
- Hospital affiliation .
- Acquiring property for our future needs.
- Future expansion of facility retrofitting or building new.
- Seismic requirements.
- Working diligently to also maintain financial success and stability.
- Resolving physician-related issues.

#### Significant Trends the Board Must Understand and Deal with in the Next Year

Question: What do you see as the most significant trends that the board must be able to understand and deal with in the next year?

- Changing environment in health care coverage.
- Insurance plans.
- Becoming aware of changes in health care so that we can make the most informed decisions.
- To be a cohesive group is to be a successful group. Each board member is one-fifth of the whole.
- Acknowledge that a significant duty is to be a helpmate to upper management and avoid the appearance of a stumbling block.
- Innovation.
- Outpatient expansion.

#### Critical Factors to Address to Successfully Achieve Goals

Question: What factors are most critical to be addressed if the hospital is to successfully achieve its goals?

- Without question, continued financial stability.
- Maintaining the thrust for improved diagnostic and treatment equipment that would enable people to remain here instead of the flow of patients that must be transferred.
- Continued attempts to fulfill the need for specialty physicians for the community.
- Complying with the seismic requirements and how we will finance it.



## **Board Report**

February 2019

#### **Thanks**

Thanks to Rob Robbins and John Friel for presenting our January Board Education Webinar. Their presentation was *Leading for Results and Sustainability*.

#### **Debt Capacity Analysis**

This analysis is complete. Our consultant has reviewed with Finance Committee.

#### **Productivity Assessment**

The consultants have competed this report and provided to management.

#### **Upcoming Education Events – February**

#### **Root Cause Analysis and Mistake Proofing**

Fri. Feb. 8, 2019 - 10:30 a.m. - 11:30 a.m. CST

#### **Board Leadership Series - February Webinar**

Tue. Feb. 12, 2019

Topic: Cyber Security – Lessons Learned/12 Noon – 1 p.m. CST

# Reimbursement & Regulatory Update – Health Care Reform: Post ACA Developments Including Trump Administration Actions

Thu. Feb. 21, 2019 - 2 p.m. - 3 p.m. CST

# **Compliance Officer Hot Topics: Opioid Prescribing Practices – Compliance and Quality Update**

Fri. Feb. 22, 2019 - 10:30 a.m. -11:30 a.m. CST

#### Regulatory Update: CMS Regulations and The Joint Commission Requirements for Violent Self-Destructive and Non-Violent Self-Destructive Restraints

Thu. Feb. 28k 2019 - 10:30 a.m. -11:30 a.m. CST

#### Classroom

Mar 26 - 29 2019

Reimbursement Boot Camp – Critical Access Hospitals

#### Other

Ron Vigus is planning to attend the Board meeting.



#### **Upcoming Projects**

- Contractual and Bad Debt Analysis
- Community Health Needs Analysis

#### **Completed Projects**

- Productivity Benchmarking Assessment
- Debt Financing Capability Analysis
- Mock Survey Quality and Life Safety
- Compliance Assessment
- Cost Report Review



## **CNO Monthly Report**

TOPIC	UPDATE
1. Regulatory Updates	•
2. Budget/Staffing	<ul> <li>Overtime and call offs are assessed each shift.</li> <li>Flexing of staff is done daily as warranted by census.</li> </ul>
3. Departmental Reports	
■ Emergency Department	<ul> <li>2 new ED hires- FT RNs</li> <li>ED Volumes high due to winter season</li> <li>Currently reviewing applicants for ED Director position</li> </ul>
■ Acute	<ul> <li>Patient volume increasing</li> <li>Current census – 2 acute, 1 swing</li> </ul>
■ Skilled Nursing	<ul> <li>Case Manager is faxing bed availability for SNF and Swing on a weekly basis to surrounding facilities.</li> <li>CDPH and CMS on site for annual SNF survey 11/26-11/28/2018. Plan of Correction was accepted.</li> <li>SNF QAPI committee is currently working on the following:         <ul> <li>Care Plan- multidisciplinary process</li> <li>Dietary-SNF snack delivery process/ resident preferences</li> <li>Pain assessments</li> </ul> </li> </ul>
<ul> <li>Surgical Services</li> </ul>	<ul> <li>Orthopedic procedures are being done weekly.</li> <li>Ophthalmic procedures are being done monthly.</li> <li>OR manager is reviewing possible equipment purchase to prepare for general surgeon/ expanded ortho services. (budgeted purchase)</li> <li>OR Manager is working on OR supply inventory and ordering in anticipation of a general surgeon.</li> </ul>
Case Management	<ul> <li>DON and Eligibility Worker are working on referrals for SNF residents and Swing patients.</li> <li>Case Management continues to attend re-admissions collaborative.</li> <li>Case Management participated in HASC Behavioral Health Committee</li> </ul>

<ul> <li>Respiratory Therapy</li> </ul>	<ul><li>1 FT RT hired</li><li>1PD position open</li></ul>
<ul><li>Physical Therapy</li></ul>	PT is running volumes at budget
■ Food and Nutritional Services	<ul> <li>FT cook has been hired.</li> <li>FNS department hosted a candlelight dinner for SNF residents.</li> <li>A Quality Improvement project has been initiated using California Association of Healthcare Facilities Guidelines:         <ul> <li>Proper labeling, storage and rotation of food</li> <li>Safe food storage</li> <li>Hand Hygiene monitoring</li> <li>Administrative Rounding</li> <li>Staff Competencies</li> <li>New forms/ tracking tools implemented for multiple areas in the kitchen</li> </ul> </li> </ul>
4. Infection Prevention	<ul> <li>Hand Hygiene monitoring continues.</li> <li>Infection Preventionist is rounding weekly to educate staff on hand hygiene and infection issues.</li> <li>Infection Preventionist is conducting monthly rounds to monitor POC compliance and is reporting findings through Infection Control Committee</li> <li>Flu shots have been administered to staff. Employees who declined the flu shot will be required to wear a mask through the flu season-per SB County guidelines.</li> </ul>
5. Quality Improvement	<ul> <li>SCORE action plan was presented at Department Staff meetings.</li> <li>A Culture of Safety Newsletter has been developed- anticipated to be printed and delivered to staff this month.</li> <li>PFAC project for ED lobby and ED art work is in process. Photographs have arrived, waiting room photos have been hung, more photos will be hung as ED census allows maintenance space to work.</li> <li>PFAC committee met to discuss recruitment for next cohort of advisors.</li> <li>BVCHD was chosen to present on "best practices" regarding SCORE survey administration at the upcoming BETA symposium.</li> </ul>
6. Policy Updates	Policies reviewed weekly by Policy and Procedure committee.
7. Safety & Products	<ul> <li>Workplace Violence training is being provided to all BVCHD staff.</li> </ul>

	<ul> <li>Workplace Violence reports are submitted to CalOSHA on an ongoing basis.</li> <li>Annual Security assessment is being reviewed and updated by departments.</li> <li>Facility walkthroughs for the Security Assessment are being completed this month.</li> <li>Disaster drill is scheduled for March- tabletop earthquake scenario.</li> </ul>
8. Education	<ul> <li>BLS Classes scheduled monthly, ACLS &amp; PALS scheduled quarterly</li> <li>Smoking Cessation classes being held as scheduled.</li> <li>Attended CAH Flex Program-Patient Experience Seminar</li> </ul>
9. Information Items/Concerns	Education grant application was approved, BVCHD will be given \$1500.00 to attend the Western Flex Conference.
Respectfully Submitted by: Kerri Jex, CNO	Date: January 31, 2019

# 2019 Surgery Report

		Jan-19		
Physician	# of Cases	Procedures		
Critel - CRNA		Shoulder injection		
Critel - CRNA		LESI		
Pautz - DO		Acromioplasty, mumford resection of clavicle		
Pautz - DO		Repair triangular fibrocartilage complex wrist		
Pautz - DO		Repair non-union lateral condylar fracture elbow		
Pautz - DO		Excision neuroma of anke		
Pautz - DO		ORIF Patella		
Pautz - DO		Mumford resection with reconstruction of AC Joint shoulder		
Pautz - DO		Repair quadriceps tendon knee		
Pautz - DO		Reconstruction of Medial patellofemoral ligament knee		
Pautz - DO		Excision of ganglion cyst wrist		
Tayani		Cataracts		
Total	14			
		Feb-19		
Physician	# of Cases	Procedures		
Critel - CRNA		r		
Critel - CRNA				
Pautz - DO				
Pautz - DO				
	-			
Pautz - DO				
Tayani	127			
Total	0			
		Mar-19		
Physician	# of Cases	Procedures		
Critel - CRNA				
Critel - CRNA				
Critel - CRNA				
Pautz - DO				
Pautz - DO				
Pautz - DO				
Pautz - DO				
Pautz - DO				
Tayani				
Total	0			
		Apr-19		
Physician	# of Cases	Procedures		
Critel - CRNA				
Critel - CRNA				
Critel - CRNA				
Critel - CRNA				
Pautz - DO				
Pautz - DO				



# CHIEF EXECUTIVE OFFICER REPORT January 2019

#### **CEO Information:**

CDPH sent the District an additional CMS 2567 for the recent annual SNF Survey. The attached Plan of Corrections is attached.

Riverside Community Hospital Senior Leadership Team will be onsite March 04 at 9:00 am. The meeting was rescheduled due to scheduling issues.

The Board of Directors are required to complete AB1234 Ethics Training on a biannual basis. A link has been emailed to the full Board. Please complete the training and provide Administration a copy of the completion course certificate. If you need any assistance please feel free to contact Administrion.

The District has purchased a table for the Chamber of Commerce "A Red Carpet Soiree" February 23 beginning at 5:00 pm at the Convention Center. Several Board Members will be attending the event.

Coffee with the CEO has been scheduled for February 20, 2019 at 7:30 am and 2:30 pm in the Main Conference Room.

The Mom & Dad Project in conjunction with other organizations will be hosting "Internet Predators-Are Innocent Behaviors Putting Your Child At Risk" February 28 at 6:30 pm at the Big Bear Lake Performing Arts Center. (Attachment).

Several Board Members, John Friel, Garth Hamlin will be attending the AHA Annual Leadership Conference for the Rural Hospitals in Scottsdale Arizona on February 03 through February 06.

The district is in receipt of the multi passenger handicapped equipped van through the efforts of our Foundation and an anonymous donor. Policies and procedures and driving qualifications are being developed prior to using the vehicle. We are grateful and appreciative for our BVCHD Foundation.

#### Marketing:

Currently we are advertising the Smoking Cessation Class, working with KBHR on new radio ads for the SNF, Chronic Pain Team (PRIME) is being advertised working with Auxiliary for their Membership Drive, and began a work group around "Frequently Asked Questions regarding insurance & services provided with the District.

Attachments:

QHR Board Minutes

Patient thank you letter

PRINTED: 01/09/2019 FORM APPROVED

STATEMENT OF DEFICIENCIES	(X1) PROVIDER/SUPPLIER/CLIA	1		OMB N	IO. 0938-03
AND PLAN OF CORRECTION	IDENTIFICATION NUMBER:		MULTIPLE CONSTRUCTION ILDING	(X3) DATE SU COMPLE	RVEY
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F000 INITIAL CO	DMMENTS	F000			
California I Recertifica 26, 2018 th	ng reflects the findings of the Department of Public Health during tion Survey conducted on November prough November 28, 2018.	a er			
Public Hea					
39723 - He	alth Facilities Evaluator Nurse alth Facilities Evaluator Nurse				200 - 17 - 120 - 120 - 120 - 120
	esident size: 8				
GS=D   Care Plan T CFR(s): 483	iming and Revision 3.21(b)(2)(i)-(iii)	F657	Corrective Action for Identifie		1/7/19 12
483.21(b)(2) be-	omprehensive Care Plans A comprehensive care plan must d within 7 days after completion of		Care Plan was updated for re 11/28/18 to reflect Pepcid me GERD. Protonix was disconti care plan.	dication for	
the compreh (ii) Prepared includes but (A) The atter	ensive assessment. by an interdisciplinary team, that is not limited to nding physician.		Identifying other residents wit potential to be affected and craction.	h the orrective	
(B) A registe resident. (C) A nurse a resident.	red nurse with responsibility for the aide with responsibility for the		Audit was done on 11/28/18 fresidents with care plans for updates were needed for 7 ideresidents.	BERD No	
staff. (E) To the ex	er of food and nutrition services tent practicable, the participation of and the resident's representative(s)	e ====	System/Measures to Prevent occurrence	Re-	
An explanation medical record and their resident	on must be included in a resident's rd if the participation of the resident dent representative is determined		Licensed staff was in-serviced updating care plans and week from 11/28/18-12/14/18.	on policy for y summaries	

Any Deficiency statement ending with an asterisk (\*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 90 days following the date of the survey whether or not a large stated and approved plan of correction is requisite to continued program participation.

This form is a printed electronic version of the CMS 2567L. It contains all the information found on the standard document in much the same form. This electronic form once printed and signed by the facility administrator and appropriately posted will satisfy the CMS requirement to post survey information found on the CMS 2567L. FORM CMS-2567(02-99) Previous Versions Obsolete

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STATEMENT OF DEFICIENCIES OMB NO. 0938-0391 (X1) PROVIDER/SUPPLIER/CLIA AND PLAN OF CORRECTION (X2) MULTIPLE CONSTRUCTION IDENTIFICATION NUMBER: (X3) DATE SURVEY A. BUILDING COMPLETED B. WING 555468 11/28/2018 NAME OF PROVIDER OR SUPPLIER STREET ADDRESS, CITY, STATE, ZIP CODE BEAR VALLEY COMMUNITY HOSPITAL 41870 GARSTIN RD BIG BEAR LAKE, CA 92315 (X4) ID SUMMARY STATEMENT OF DEFICIENCIES PRÉFIX (EACH DEFICIENCY MUST BE PRECEDED BY FULL ID PROVIDER'S PLAN OF CORRECTION TAG REGULATORY OR LSC IDENTIFYING INFORMATION) **PREFIX** (EACH CORRECTIVE ACTION SHOULD BE (X5)TAG CROSS-REFERENCED TO THE APPROPRIATE COMPLETE F657 DATE Continued From page 2 DEFICIENCY) F657 po (by mouth) q (every) HS (hours of sleep) DX (diagnosis) GERD when available." A review of the clinical record for Resident 4, the "Care Plan" dated August 21, 2018, indicated: Resident is on Protonix for GERD. Monitor usage .... Administer Pantoprazole for GERD ..." During an interview with the Director of Nursing (DON), on November 28, 2018, at 10:20 AM, she reviewed the clinical record for Resident 4 and was unable to find a revised care plan for the current treatment for GERD. She stated the medication administration record indicated Pepcid was available for use on November 14, 2018. The DON stated the care plan should have been revised and indicated the current treatment plan and care needs for Resident 4. The facility policy and procedure titled "Nursing Care Plan-SNF (Skilled Nursing Facility)" dated December 14, 2017, indicated: " ...6. The Care Plan is updated with any change to the resident's care needs ..." Respiratory/Tracheostomy Care and Suctioning F695 Corrective Action for Identified Residents F695 SS=D CFR(s): 483.25(i) 1/7/19 12: 483.25(i) Respiratory care, including Resident # 9 oxygen was placed at 2L on 11/28/18. SPO2 of 98% was verified at 2L tracheostomy care and tracheal suctioning. The facility must ensure that a resident who at 1000 on 11/28/18. needs respiratory care, including tracheostomy Identifying other residents with the care and tracheal suctioning, is provided such potential to be affected and corrective care, consistent with professional standards of practice, the comprehensive person-centered action. care plan, the residents' goals and preferences, Oxygen verification was done for all and 483.65 of this subpart. residents with orders for oxygen. All other residents were confirmed to be at the This REQUIREMENT is not met as evidenced proper liters. by: System/Measures to Prevent Re-LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

STATEMENT	OF DEFICIENCIES	(X1) PROVIDER/SUPPLIER/CLIA	(1) (2)		OMB N	O. 0938-0
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F695	review, the facility procedure for one (Resident 9), whe was not carried o physician. This fairritation to the air.  A review of the cli "Record of Admis information)" indiction March 9, 2017 hemiplegia (right spain, hypoxia (bodoxygen supply), and abnormal brain accentations and be During an observation at 5:30 AM, in Resident observed in bed with at delivers oxygen flowmeter (device).	ation, interview, and record y failed to follow their policy and e (1) of 8 sampled residents on the oxygen therapy order ut as prescribed by her ilure had the potential result in way including lung damage.  nical record for Resident 9, the sion (demographic cated Resident 9 was admitted with diagnoses that included side body weakness), chronic dy is deprived of adequate and seizure disorder (an tivity that causes unusual	F695	occurrence  All staff was in-serviced from 1 12/14/18 regarding "Physician opolicy and 24 hour chart checks verifications audits are done dashift LVN and turned into the Direview. Any discrepancies will be against the physician orders an immediately. Oxygen saturation checked for any residents found discrepancy.  Monitoring  DON will monitor audits and dat reported to the QI Committee, Scommittee and up through the Gody for six months at which timindicator will be evaluated for comodification or deletion.  Person Responsible: Director of	Orders"  S. Oxygen ily by night ON for De verified d corrected S will be I with a  a will be NF QAPI Coverning the the Intinuation,	
	"Physician Order" of 1:30 PM, indicated (oxygen) via (through (liters a minute). 2. PRN (as needed) to oxygen level) above During an interview Nurse (LVN 1), on NAM, she viewed the Resident 9's oxygen reviewed the clinical "Physician Orders" of 1:30 PM, which is the control of the control o	ical record for Resident 9, the dated October 10, 2018, at 11. D/C (discontinue) O2 gh) nasal cannula 3 LPM O2 via nasal cannula 2 LPM or maintain SPO2 (blood e 90% (percent)."  with the Licensed Vocational November 28, 2018, at 5:45 flowmeter rate and stated or rate was set at 3 liters. She I record for Resident 9, the dated October 10, 2018, at I the oxygen rate should				

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F695	Continued From	page 4	F695	DEFICIENCY)		15-385,10-3
	have been set at not know how lon liters of oxygen.	2 liters. LVN 1 stated she did g Resident 9 had received 3				
	at 5:49 AM, in Re observed decreas LVN 1 did not rea	ation on November 28, 2018, sident 9's room, LVN 1 was sing the oxygen rate to 2 liters. ssess Resident 9's respiratory creasing her oxygen rate.				
	(DON), on Novem stated Resident 9' pattern should have decreasing the oxy the physician's ord During a review of Resident 9, the "C 2018, indicated: "C needed per MD (a	w with the Director of Nursing ber 28, 2018, at 9:45 AM, she s oxygen level and breathing been assessed after yeen rate. She further stated der should have been followed.  The clinical record for are Plan" dated October 10, 22 2L/NC (nasal cannula) as medical doctor) order to greater than) 90 %."				1. The
	Interdisciplinary" da indicated: "3.2.1; reassessed: 3.2.1. medication, treatme4.1.4. the patient'	ility's policy and procedure t/Reassessment of Patients- ated August 16, 2018, The patient shall be The patient shall be Interventions of the patient of the patient shall be The patient shall be The patient shall be the patient of				
1	titled, "Oxygen Use Facility)" undated, in All residents receiving have an order from (liters a minute-amonasal cannula or ma	lity's policy and procedure in the SNF (Skilled Nursing Indicated: " Procedure: 1. Ing oxygen in the SNF will a physician noting the L/M bunt) and designated as ask (type) as well as N (as needed)5. Oxygen				
	A review of the facil titled, "Oxygen Use Facility)" undated, in All residents receiving have an order from (liters a minute-amonasal cannula or macontinuous and PRI	in the SNF (Skilled Nursing Indicated: " Procedure: 1. Ing oxygen in the SNF will a physician noting the L/M punt) and designated as ask (type) as well as				

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OMB NO. 0938-0391 STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA AND PLAN OF CORRECTION (X2) MULTIPLE CONSTRUCTION (X3) DATE SURVEY IDENTIFICATION NUMBER: A. BUILDING COMPLETED B. WING 555468 11/28/2018 NAME OF PROVIDER OR SUPPLIER STREET ADDRESS, CITY, STATE, ZIP CODE 41870 GARSTIN RD BEAR VALLEY COMMUNITY HOSPITAL BIG BEAR LAKE, CA 92315 (X4) ID SUMMARY STATEMENT OF DEFICIENCIES ID PREFIX PROVIDER'S PLAN OF CORRECTION (EACH DEFICIENCY MUST BE PRECEDED BY FULL (X5) COMPLETE **PREFIX** REGULATORY OR LSC IDENTIFYING INFORMATION) (EACH CORRECTIVE ACTION SHOULD BE TAG TAG CROSS-REFERENCED TO THE APPROPRIATE DATE DEFICIENCY) F695 Continued From page 5 F695 flow rate ...will be validated during licensed staff walking rounds between shifts." F697 Pain Management F697 Corrective Action for Identified Residents SS=D CFR(s): 483.25(k) 1/7/19 12. Pain assessment was done with Resident 483.25(k) Pain Management. #9 on 11/28/18. The facility must ensure that pain management is provided to residents who require such Identifying other residents with the services, consistent with professional standards potential to be affected and corrective of practice, the comprehensive person-centered action. care plan, and the residents' goals and 100 1 T preferences. Initial audit was completed on 11/28/18. All of the residents were identified to not This REQUIREMENT is not met as evidenced having documented every shift pain by: monitoring. Based on observation, interview, and record System/Measures to Prevent Rereview, the facility failed to follow their policy and occurrence procedure on pain management for one (1) of 8 sampled residents (Resident 9), when pain In-services with all licensed staff was assessments were not documented in Resident conducted between 11/28/18-12/14/18 9's clinical record. regarding facility policy for pain assessments to be completed every shift A review of the clinical record for Resident 9, the and documented in the nurses notes. "Record of Admission (demographic information)" indicated Resident 9 was admitted Flow chart pain assessment audits to be on March 9, 2017 with diagnoses that included conducted weekly to ensure compliance. hemiplegia (right side body weakness), chronic pain, hypoxia (body is deprived of adequate Monitoring oxygen supply), and seizure disorder (an abnormal brain disorder that causes unusual DON will monitor audits and data will be sensations and behaviors). reported to the QI Committee, SNF QAPI committee and up through the Governing During an observation on November 28, 2018, Body for six months at which time the at 5:30 AM, the Licensed Vocational Nurse (LVN indicator will be evaluated for continuation, 1) was observed examining Resident 9's back. modification or deletion. She stated "Fentanyl patch (continuous pain reliever) attached." LVN 1 further administered a Person Responsible: Director of Nursing scheduled medication tablet and one-half cup of water to Resident 9. LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

STATEMENT OF DEFICIENCIES		(X1) PROVIDER/SUPPLIER/CLIA (X2) M		NO. 0938-039		
AND PLAN OF	CORRECTION	IDENTIFICATION NUMBER:	A. BU	(X2) MULTIPLE CONSTRUCTION A. BUILDING		IRVEY TED
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F697	28, 2018, at 5:40 assessed once o LVN 1 stated she pain because she Resident 9 take n LVN 1 stated, "Of her about pain."  During a review o Resident 9, the "O November 12, 20 every shift using I scale to recognize (continuous pain rordered by Medica (adverse reaction) reliever) per MD od 4 doses in 24 hou.  During an interview November 28, 201 observed in bed w stated the nurse rates and the service of the s	page 6  ew with LVN 1, on November AM, she stated pain is n each shift and as needed. did not address Resident 9's ewas asleep. When asked did nedicine by mouth with water? In I guess, I could have asked of the clinical record for Care Plan" updated on 18, indicated "Monitor Pain Dementia scale (observation epain)apply Fentanyl patch reliever) per MD order (as al Doctor) and monitor for ADR administer Norco (pain reders as needed not to exceed rs. Monitor for ADR.  W with Resident 9, on 8, at 6:05 AM, she was ratching television. Resident 9 arely ask if she had pain. She etimes she hurts for a while				
	28, 2018, at 9:40 A pain should have be A review of the poliment of the person-centered caresident's goals, chemical of the person-centered caresident's goals, chemical of the person-centered of the poliment of	with LVN 2, on November M, she stated Resident 9's peen assessed on every shift. It was a seen as a see				

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OMB NO. 0938-0391 STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA (X2) MULTIPLE CONSTRUCTION AND PLAN OF CORRECTION (X3) DATE SURVEY IDENTIFICATION NUMBER: COMPLETED A. BUILDING B. WING 555468 11/28/2018 NAME OF PROVIDER OR SUPPLIER STREET ADDRESS, CITY, STATE, ZIP CODE BEAR VALLEY COMMUNITY HOSPITAL 41870 GARSTIN RD BIG BEAR LAKE, CA 92315 (X4) ID SUMMARY STATEMENT OF DEFICIENCIES ID PREFIX PROVIDER'S PLAN OF CORRECTION (EACH DEFICIENCY MUST BE PRECEDED BY FULL (X5) COMPLETE PREFIX (EACH CORRECTIVE ACTION SHOULD BE TAG REGULATORY OR LSC IDENTIFYING INFORMATION) TAG CROSS-REFERENCED TO THE APPROPRIATE DATE DEFICIENCY) F697 Continued From page 7 F697 related to their pain management ... Procedure: 3. Pain recognition is ongoing. 3.1. Daily, the resident shall be evaluated for pain using the applicable pain scale. 3.1.1. Pain scale assessment shall be done on both day and evening shift ... 9. Pain management programs shall have ongoing monitoring reassessment and care plan revision to minimize the potential for adverse effects and to validate the effectiveness of the current pain management regime." F812 Food Procurement, Store/Prepare/Serve-F812 Dietary Services will store, prepare and SS=E Sanitary 1/7/19 12. distribute food in accordance with CFR(s): 483.60(i)(1)(2) professional standards for food safety. 483.60(i) Food safety requirements. Food items will be properly stored and The facility must dated in accordance with BVCHD policy Nutrition and Dietary Services Storage and 483.60(i)(1) - Procure food from sources Labeling Policy as follows: approved or considered satisfactory by federal, state or local authorities. All food items in the refrigerator will be (i) This may include food items obtained directly properly marked with an opened date and from local producers, subject to applicable State an expiration date. and local laws or regulations. (ii) This provision does not prohibit or prevent Opened frozen food shall be labeled, dated facilities from using produce grown in facility and stored in moisture proof tight fitting gardens, subject to compliance with applicable packages to prevent freezer burn. safe growing and food-handling practices. (iii) This provision does not preclude residents Unopened food items will be labeled with a from consuming foods not procured by the received on date and best used by date/ facility. expiration date per manufacturer quidelines. Canned and dry foods that do 483.60(i)(2) - Store, prepare, distribute and not have a used by date or expiration date serve food in accordance with professional on the can or box are to be used within 6 standards for food service safety. months of the received by date and labeled accordingly. Food shall be stocked using This REQUIREMENT is not met as evidenced the first-in, first out rule. Items already on the shelf shall be brought to the front of the shelf and newer items shall be stored Based on observation, interview, and record behind LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

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	Continued From review, the facility procedure when 1. Horse radish wo pened date and This failure had the illness including presidents.  2. Facility had free the freezer and and date on August 15 potential for a decidence rendering 3. Food items were products. This faill in a serious foodb 4. Facility had besitems available for potential for a decitems and further of physical harm to the same failure had the potential for a decident hands with a returned to the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential for a decident of the same failure had the potential failure had the potenti	page 8 y failed to follow their policy and the:  //as opened and did not have an use-by-date placed on the jar. he potential for a foodborne obysical harm to the facility's  ezer burn feta cheese stored in vailable for use with an opened of jacologo and the store in quality and taste of the it to be uneatible for eating.  The stored with chemical ure had the potential to result forme illness including death.  It-used-by date/expired food use. This failure had the line in quality and taste of food cause weight loss including the facility's residents.  Into perform hand hygiene soap and water) before she adwich preparation area. This ential to result in cross transfer germs to the facility's  Into perform to the facility's  Into the walk-in refrigerator of Dietary Services Director of Jier of horse radish was	F812	All food items shall be used be manufacturers expiration date. food times shall be removed frostorage areas and discarded.  Food items will be properly and stored in accordance with BVC Food Safety and Sanitation. Peand toxic materials including clagents should be stored outside storage area.  Staff will utilize proper hand hygaccordance with BVCHD policy Contact with Food and use of Folioves. Single use gloves shall when handling food directly with Gloves shall be used for a single discarded when damaged or so when interruptions occur in the Any time a contaminated surfact touched, the gloves must be challed the potential to be adversely affected dietary services, therefore a multidisciplinary Performance In Program will be implemented an incorporated into the SNF QAPI and presented to the hospital QI utilizing dashboards and documerounding checklists.	fore the Expired om food  I safely HD policy bisonous eaning e the food  giene in Bare Hand lastic be worn hands. e task and iled or operation. e is anged. oving  the d by  provement d program committee entation of		
20	observed and unlated in the contract of the co	peled. The horse radish did		All expired food items were immediscarded. A daily check of the rhas been initiated to assure all for received are properly stored and The Registered Dietician will con	refrigerator ood items		

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 555468	A. BUIL B. WIN		(X3) DATE SUR COMPLETE	ED
NAME OF PROVID		4		STREET ADDRESS, CITY, STATE, ZIP CO		2016
BEAR VALLE	Y COMMUNITY I	HOSPITAL	8.5 8.5	41870 GARSTIN RD BIG BEAR LAKE, CA 92315		
(X4) ID PREFIX TAG	(EACH DEFICIEN	TATEMENT OF DEFICIENCIES CY MUST BE PRECEDED BY FULL LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRE (EACH CORRECTIVE ACTION SH CROSS-REFERENCED TO THE API DEFICIENCY)	IOULD BE	(X5) COMPLE DATE
DN distribution of the control of th	ovember 26, 20 d not know how een opened. The dish should have at and an expirate on opened. She dish should not frigerator without operation date.  The facility's policity of the facility's policity of the facility's policity of the facility's policity. The facility of the facility policy of the facility o	wwith the NDSD on 18 at 10:53 AM, she stated she 10 long the horse radish had e NDSD stated the horse 10 long the horse radish had e NDSD stated the horse 12 long the horse we been labeled with an opened ration date after the item had e further stated the horse have been stored in the later an opened date and 10 long the later and 11 long the later and 12 long the later and 13 long the later and 14 long the later and 15 long the later and 16 long the later and 16 long the later and 17 long the later and 18 long the later a	F812	weekly audits beginning 1/1/2 minimum of six months of the refrigerator to validate that all are properly stored and labele. The Registered Dietician conc service for Dietary staff memb November 29, 2018. The inserviewed the following topics a associated policies: Labeling a policy & procedures including dates, storage of food and che rotation of stock, proper hand use of gloves. Ongoing education of stock, proper hand use of gloves. Ongoing education of stock, proper hand use of gloves. Ongoing education of stock, proper hand use of gloves. Ongoing education of stock, proper hand use of gloves. Ongoing education of stock, proper hand use of gloves. Ongoing education of stock, proper hand use of gloves. Ongoing education will be documented to the glove of the lateral will be documented to the dietary staff perform hand was procedures. A hand hygiene of for dietary staff will be documented to the QI Committed CAPI committee and up throug Governing Body for six months time the indicator will be evaluated to the indicator will be evaluated to education in proper lateral food, rotation of food stock, saffood and chemicals, and hand The Registered Dietician will recomplete competency checklists included to education of food stock, saffood and chemicals, and hand The Registered Dietician will recomplete competency checklists	walk in food items d.  Jucted an iners on ervice and Storage expiration emicals, and hygiene, and ation for regularly at morning ed through heets.  Conduct observe hing competency inted. The let monthly monthly monthly more rate will ee, SNF in the let at which ated for eletion.  Cook and lemented. but are not abeling of e storage of hygiene. view and	

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STATEMENT OF C	DEFICIENCIES CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MU	ULTIPLE CONSTRUCTION DING	(X3) DATE SURV	
		555468	B. WING	G	11/28/	2018
NAME OF PRO	OVIDER OR SUPPLIER			STREET ADDRESS, CITY, STATE, ZIP COD 41870 GARSTIN RD	É	
BEAR VAL	LEY COMMUNITY I	HOSPITAL		BIG BEAR LAKE, CA 92315		
(X4) ID PREFIX TAG	(EACH DEFICIEN REGULATORY OF	TATEMENT OF DEFICIENCIES CY MUST BE PRECEDED BY FULL R LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORREC (EACH CORRECTIVE ACTION SHO CROSS-REFERENCED TO THE APPI DEFICIENCY)	OULD BE	(X5) COMPLETE DATE
F812	2018, at 11:15 Al kitchen with the N Director (NDSD), cleaner and three ball 2000 chemic on the lower shel container labeled plastic container food item contain "sugar."  During an intervie November 26, 20 food items and chave been stored she did not know stored with the forchemical product designated area I During an intervie November 26, 20 food items and chave been stored A review of the fatitled, "Food Safe indicated: "Prochandled to prever and toxic material should be stored storage area."  4. During an obse 2018, at 12:00 PN supply storage are Dietary Services I	ervation on November 26, M, in the storage area of the Nutrition and Dietary Services one opened can of oven e opened containers of speed al cleaner was observed stored f with a food item in a plastic l'pancake mix", a food item in a labeled "all purpose flour" and a ed in a brown bag labeled  ew with the NDSD, on 18, at 11:18 AM, she stated hemical products should not logether. She further stated why chemical products were od items. The NDSD stated s should have been stored in a ocated near the dishwasher.  ew with the Cook (Cook 1), on 18, at 11:30 AM, he stated eaning products should not together.  cility's policy and procedure ty and Sanitation" dated 2017, cedure: 4. a. Stored food is at contaminationPoisonous is including cleaning agents (and secured) outside the food  ervation on November 27, M, in the facility's back up ea with the Nutrition and Director (NDSD), there were	F812	current dietary staff members. hires will complete the compete checklist within 90 days of hire.  Weekly administrative rounds the dietary department will be concominimum of 6 months. A round checklist will be utilized to mondepartments compliance with sproper food handling, labeling, and storage. The rounding checkled will be reported to the QLO SNF QAPI committee and up the Governing Body for six months time the indicator will be evaluated continuation, modification or despense of the property of the pr	chrough the ducted for a ding itor the safe and preparation ecklists and Committee, hrough the at which ated for eletion.	
LABORATORY		d with an expired "best-used- ER/SUPPLIER REPRESENTATIVE'S SIGNAT	TIRE			

				OMB NO. 0938-039
STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) M	ULTIPLE CONSTRUCTION	(X3) DATE SURVEY
A. BU		DING	COMPLETED	
	555468	B. WIN	G	44/00/0040
	(17), 1906 (250)-1999 (			11/28/2018
NAME OF PROVIDER OR SUP			STREET ADDRESS, CITY, STATE, Z 41870 GARSTIN RD BIG BEAR LAKE, CA 92315	
(X4) ID SUM	MMARY STATEMENT OF DEFICIENCIES	ID	PROVIDER'S DI ANI OF O	PORRECTION
PREFIX (EACH I TAG REGULA	DEFICIENCY MUST BE PRECEDED BY FULL TORY OR LSC IDENTIFYING INFORMATION)	PREFIX TAG	PROVIDER'S PLAN OF C (EACH CORRECTIVE ACTION CROSS-REFERENCED TO THE DEFICIENCY	ON SHOULD BE COMPLETE DATE
	d From page 11	F812		
by" date o manufactu	or was labeled with an expired urer's date. Food items are as follow	/s:		¥1
- N: (O				
a. Nine (9	) cans of cream of mushroom soup nufacturer's expiration date on			
	r 21, 2018.			
b. Five (5)	unopened cans of corn did not have	a		
manufactu	rer's best used by date/expiration da	ate		
on the car	ns and were labeled with the facility's	3		1
	late on November 24, 2017 and besi	t-	4	
used-by da	ate on November 24, 2018.			
c One (1)	unopened can of green beans did n	ot		
	inufacturer's best used by			
	ation date on the can and was labele	ed l	11	
	cility's received date on November 2		- 1	
2017 and I	best-used-by date on November 24,	护		
2018.				
d. Five (5)	unopened cans of chunk pineapple			
	ve a manufacturer's best used by ation date on the cans and were			
	th the facility's received date on			
	24, 2017 and best-used-by date on			
November	24, 2018.			
e. One (1)	bag of dried milk had a			
	rer's expiration date on September			
18, 2018.				
			4	2, . 1, . 2, .
During an i	nterview with the NDSD, on			
November	27, 2018, at 12:20 PM, she stated the	ne	#E. 7	
	d have been rotated using the first-ir e (all items already on the shelf are	η,		
	the front of the shelf and new items			
are stored	behind, which ensures that the older			
	rst used). She further stated the	7 4		
expired foo	d items should have been removed			
from the sto	orage shelf.			
LABORATORY DIRECTOR'S OR	PROVIDER/SUPPLIER REPRESENTATIVE'S SIG	NATURE		

STATEMENT OF DEFICIENCIES		(X1) PROVIDER/SUPPLIER/CLIA	(X2) M	(X2) MULTIPLE CONSTRUCTION		OMB NO. 0938-039 (X3) DATE SURVEY	
AND PLAN OF	CORRECTION	IDENTIFICATION NUMBER:	A. BUI	LDING	COMPLETE		
		555468	B. WIN	IG	11/28/	2018	
	OVIDER OR SUPPLIER	HOSPITAL		STREET ADDRESS, CITY, STATE, ZIP CO 41870 GARSTIN RD BIG BEAR LAKE, CA 92315	DE		
(X4) ID PREFIX TAG	(EACH DEFICIEN	STATEMENT OF DEFICIENCIES ICY MUST BE PRECEDED BY FULL R LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRE (EACH CORRECTIVE ACTION SH CROSS-REFERENCED TO THE API DEFICIENCY)	OULD BE	(X5) COMPLETE DATE	
F812	and Performance improving the question and services del (QM), on Novem stated the processincluded a rotation rule. She further	ew with the Quality Assurance el Improvement (a program for ality of life, and quality of care ivered to residents) Manager ber 28, 2018, at 4:30 PM, she as for food items should have on using the first-in, first-out stated the process had failed.	F812	DEFICIENCY)	Ŷ.		
	indicated "Policy labeled with a red by date/expiration or per guidelines Procedure: 2. Stostock using first-icanned and dry fused by date/expare to be used with a red by date/expare to be used wi	ices" dated October 15, 2018,unopened food items will be beived on date and best used in date per (each) manufacture listed in this policy brage Practices 2.1. food is in, first-out rule 2.2 Unopened bood without manufacturer's best iration date on the can or box thin 6 months of the received and labeled accordingly."					
	2018, at 12:30 PM Dietary Staff (DS turkey sandwiche area. She left the and was observed was stored near treturned to the saplaced four individe the tray. DS 1 left and was observed walk-in refrigerator. She placed the train refrigerator. DS preparation table in half and place the did not perform half	ervation on November 27, M, in the facility's kitchen, the 1) was observed preparing s in the sandwich preparation area d taking a tray from a shelf that he dishwashing area. She ndwich preparation area and dual brown sandwich bags onto the sandwich preparation area d touching the handle of the or with her right gloved hand. By of sandwiches into the walk-1 returned to the sandwich and started to cut sandwiches hem on a cutting board. DS 1 and hygiene before she had wich preparation process.					
ARODATORY	DIRECTORIS OF PROCESS	ER/SUPPLIER REPRESENTATIVE'S SIGNAT					

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STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	A. BUIL	(X2) MULTIPLE CONSTRUCTION A. BUILDING B. WING		(X3) DATE SURVEY COMPLETED	
		555468	B. WIIV	G	11/28/	2018	
	OVIDER OR SUPPLIER	HOSPITAL		STREET ADDRESS, CITY, STATE, ZIP CO 41870 GARSTIN RD BIG BEAR LAKE, CA 92315	DDE		
(X4) ID PREFIX TAG	(EACH DEFICIEN	TATEMENT OF DEFICIENCIES CY MUST BE PRECEDED BY FULL R LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORR (EACH CORRECTIVE ACTION SI CROSS-REFERENCED TO THE AP DEFICIENCY)	HOULD BE	(X5) COMPLETE DATE	
F812	2018, at 12:50 P performed hand I in refrigerator do sandwiches in ha	ew with DS 1, on November 27, M, she stated she had not hygiene after touching the walk-or and before cutting the alf and placing them on the e stated she should have	F812				
	Dietary Services 27, 2018, at 12:5 gloves should be removed when the She further stated the sandwich prewere completed, hand hygiene.	ew with the Nutrition and Director (NDSD), on November 5 PM, she stated single-use used for a single task and ey are soiled or contaminated. d if there was an interruption in paration process and other task DS 1 should have performed					
F Seed	Hand Contact wit Gloves" dated 20 use gloves will be directly with hand not transferred fro the food product to Staff will use good techniques with a facilities3. Glov	and procedure titled "Bare h Food and Use of Plastic 17, indicated "Policy: Singleworn when handling food is to assure that bacteria are on the food handler's hands to being served Procedure: 1. If the hygienic practices and compared to the hands are considered a like that can get contaminated					
	or soiled single only one taskus discarded when d interruptions occu are just like hands contaminated surf	-use gloves shall be used for sed for no other purpose and amaged or soiled or when r in the operation6. Gloves 5. They get soiled. Anytime a face is touched, the gloves7. Wash hands after				- West	
F908 SS=D	CFR(s): 483.90(d)	ent, Safe Operating Condition (2)	F908	The broken pipe was immedia on November 27, 2018. The I Dietician conducted an in-serv	Registered	1/8/19 12:	

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STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MU A. BUIL	JLTIPLE CONSTRUCTION DING	(X3) DATE SURVEY COMPLETED	
		555468	B. WING	G	11/28/2018	
NAME OF PRO	OVIDER OR SUPPLIER	Į.		STREET ADDRESS, CITY, STATE, ZIP COD	E	
BEAR VAL	LEY COMMUNITY I	HOSPITAL		41870 GARSTIN RD BIG BEAR LAKE, CA 92315		
(X4) ID PREFIX TAG	(EACH DEFICIEN	TATEMENT OF DEFICIENCIES CY MUST BE PRECEDED BY FULL LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORREC (EACH CORRECTIVE ACTION SHO CROSS-REFERENCED TO THE APP DEFICIENCY)	OULD BE COMPLETE	
F908	Continued From 483.90(d)(2) Main and patient care condition.  This REQUIREM by:  During an observ at 10:55 AM, in the Dietary Services of water was observed dishwashing areas connected to the reconnected the best to stop the leakage.  During an intervice 26, 2018, at 11:08 large puddle of war pipe connected to not know it was best best at the broken and I will repartment to fix it department to fix it is busted he has not kitchen to fix the best atted the broken be glued with a spefficiently. He furt should have been discovered the pip broken.  A review of the fact titled, "Food Safety and patients and patients are conditioned by the food safety best at the broken.	page 14 Intain all mechanical, electrical, equipment in safe operating  ENT is not met as evidenced  ation on November 26, 2018, he kitchen with the Nutrition and Director (NDSD) a large puddle erved underneath the coming from a broken pipe ice machine. NDSD broken pipe to the ice machine decrease with NDSD on November 5 AM, NDSD confirmed the later coming from the broken of the ice machine stating, "I did roken, but It's fixed."  We with NDSD on November of AM, NDSD stated the pipe is equest maintenance it.  We with NDSD on November of AM, NDSD stated the pipe is equest maintenance supervisor for 27, 2018, at 5 PM, MS 1 received a work order from the broken pipe. MS 1 further pipe requires repair and must recial type of glue to operate her stated the work order put in the moment it was the from the ice machine was sility's policy and procedure by-Director of Food and	F908		meeting and logs. nance work blicy Eood utrition e Registered and reviewed issue which epartment enance ast System	
		Responsibility," undated,				

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STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 555468		IULTIPLE CONSTRUCTION LDING IG	OMB NO. 0938-039 (X3) DATE SURVEY COMPLETED  11/28/2018	
	OVIDER OR SUPPLIER	HOSPITAL		STREET ADDRESS, CITY, STATE, ZIP C 41870 GARSTIN RD BIG BEAR LAKE, CA 92315	ODE	
(X4) ID PREFIX TAG	(EACH DEFICIEN REGULATORY OF	TATEMENT OF DEFICIENCIES ICY MUST BE PRECEDED BY FULL R LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORF (EACH CORRECTIVE ACTION S CROSS-REFERENCED TO THE A DEFICIENCY)	SHOULD BE	(X5) COMPLETE DATE
F908	maintained in the serving areas. 2 techniques will be carried out in conhealth codes. 6. posted and follow proper cleaning a kitchen equipmer nutrition services	page 15 Initary conditions will be estorage, preparation and and and be understood by staff and impliance with the state and local Cleaning schedules will be wed. 7. Employee will follow and sanitizing instructions for all int. 9. The director of food and or designee will conduct inside to assure proper food				
		R/SUPPLIER PEPRESENTATIVE'S SIGNA				

FORM CMS-2567(02-99) Previous Versions Obsolete

Event ID: 2UF411

Facility ID: CA240000979

If continuation sheet Page 16 of 16

**Opal Singleton Presents:** 

# INTERNET PREDATORS-ARE INNOCENT BEHAVIORS PUTTING YOUR CHILD AT RISK?

Sponsored by: Common Ground | Community Church Big Bear | DOVES of Big Bear Valley, Inc. | Mike Wochner Group | Mom & Dad Project | PTL Plus

Free! Registration required at: http://predatorprevention.eventbrite.com

Take an honest look at how technology can groom and seduce unsuspecting young people, even while the parent is watching.

Opal Singleton, Human Trafficking and Child Pornography expert, has educated tens of thousands of first responders, government agencies, civic leaders, school administrators, medical personnel, and faith-based organizations. Her expertise will benefit all community members about how predators operate and how to prevent young people from becoming victims of exploitation.

## FEBRUARY 28TH | 6:30 - 8:00PM BIG BEAR LAKE PERFORMING ARTS CENTER

Contact Bobbi Martinez for more information: 909-366-0531; bobbiptl@yahoo.com

Community Supporters: Big Bear Chamber of Commerce | Breakthrough Task Force Coalition | The Lighthouse Project, Inc. |
Lutheran Social Services | Warren Family | Soroptimist of Big Bear Valley, Inc.

# **Quorum Board Minutes**

Addressing Changes in the Healthcare Landscape



# **Emphasizing Care Coordination Can Make All the Difference for SNFs**

January 2019

In an environment where post-acute coordination is critical to improving the wellness of a community—providers and skilled nursing facilities (SNFs) often work together to give patients the appropriate level of care, decrease costs, and reduce readmissions.

But the incentive for SNFs to partner with providers recently increased as readmissions penalties intensified. According to the CMS, nearly 11,000 SNFs in the United States will see their Medicare payments decrease in fiscal year 2019 as a result of poor performance under CMS' new Skilled Nursing Facility Value-based Purchasing Program.

#### **According to Kaiser Health News:**

The new Medicare program is altering a *year's* worth of payments to 14,959 SNFs based on how often their residents ended up back in hospitals within 30 days of leaving. Hospitalizations of nursing home residents, while decreasing in recent years, remain a problem, with nearly 11 percent of patients in 2016 being sent to hospitals for conditions that might have been averted with better medical oversight.

Nursing home-based SNFs are Medicare's single biggest expense for post-acute care. The CMS spent \$28 billion on skilled-nursing care in 2013, up from \$13.6 million in **2001**. According to the <u>CMS data</u>, 73 percent of SNFs will have their Medicare payments reduced for fiscal 2019 for poor 30-day readmission rates back to hospitals.

The penalties, which went into effect for the first time on Oct. 1, 2018, were mandated by the Protecting Access to Medicare Act of 2014 to help shift SNFs to value-based payment. Under the program, SNFs may see up to a 1.6 percent bonus in their Medicare Part A payments or up to a 2 percent cut.



(Continued)

To calculate the payment or penalty SNFs receive, the CMS compared their readmission rates in calendar year 2017 to calendar year 2015. The 30-day readmission rate for SNFs is the 30-day window after a patient is discharged from a hospital and admitted to a SNF. The SNF is still on the hook for a readmission penalty even if the patient is discharged before the 30 days are over.

One of QHR's Strategic Service Partners (SSPs), helps hospitals with post-acute care needs. MileStone Healthcare currently works with three QHR client hospitals improve programs in your continuum of care. Talk to your regional vice president to strategize the right way to ensure you don't miss any reimbursement.



### Read more on this topic:

- https://khn.org/news/medicare-cuts-payments-to-nursing-homes-whose-patients-keep-ending-up-in-hospital/
- https://www.npr.org/sections/health-shots/2018/06/13/619259541/medicare-takes-aim-at-boomerang-hospitalizations-of-nursing-home-patients
- https://data.medicare.gov/Nursing-Home-Compare/SNF-VBP-Facility-Level-Dataset/284v-j9fz

Questions/Comments/My Hospital Story

Falory if falory arrived 7. of an E.R. for B.P. elevation. All

Physician's were kind and efficient. Dr. Beard visited me just

prior to his shift ending. Dr. Todd Sallenback is spectacular and kind.

The hurse lee "there were several Morre also kind, reassuring and

Simply wenderful. Radiology of Tech, Ekt. Blood work were

also great. "Everyone" in the E.R. worked together as a team.

It was amazing to watch the teamwork. I felt confident to

would receive the best of Care: And I did. Dr. Knapik came

In and came to me to ch. He is my primary Physician & Stated. "Came see me

Name: Patricia A. Russ Email:

Mailing Address: P.O. Box 134219 B.B. I CA

Phone: 909-866-3596

Please return this form to the comment card boxes located in
the hospital front lobby or the Family Health Center front
lobby. At Bear Valley Community Hospital, we are interested
in your questions, comments and personal stories.

Please leave us your thoughts.

Note: All information provided will be shared with the BVCHD Risk Committee for purposes of employee recognition and to improve quality of care.

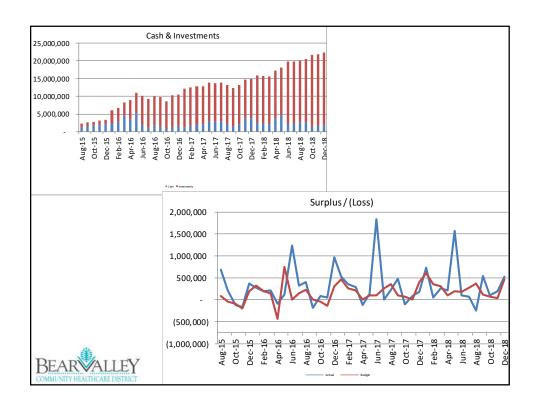


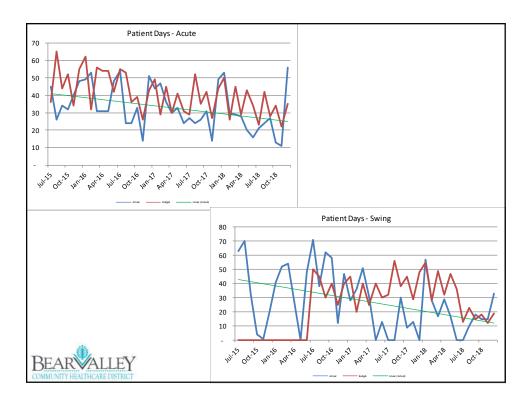
# Finance Report December 2018 Results

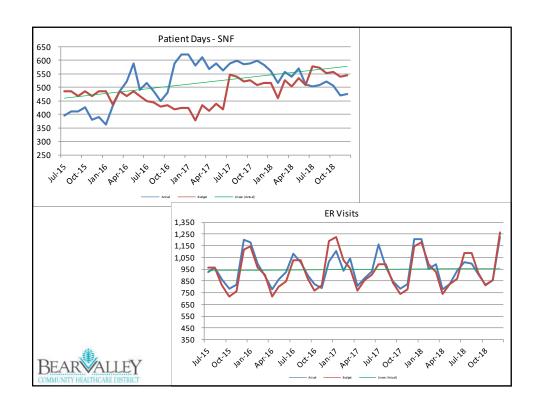
## Summary for December 2018

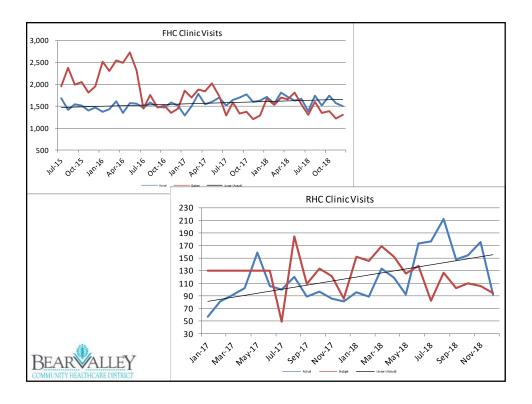
- Cash on Hand \$2,033,649
   Investments \$20,377,496
- Days Cash on hand, including investments with LAIF – 343
- Surplus of \$519,805 for the month is \$50,114 higher than our budgeted Surplus
- Total Patient Revenue was under Budget by 3.5% for the month
- Net Patient Revenue was 0.7% over budget.
- Total Expenses were 1.1% higher than budget

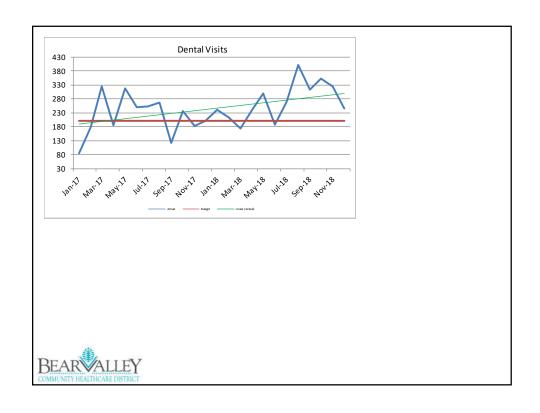


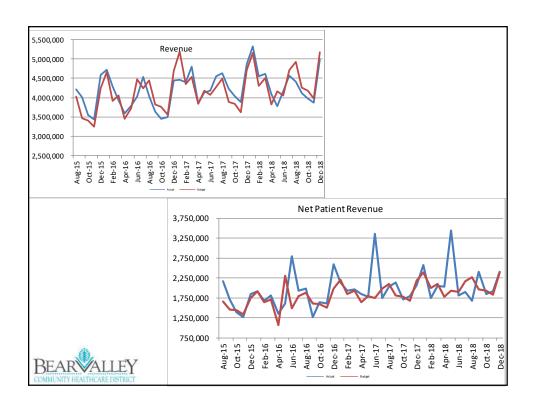


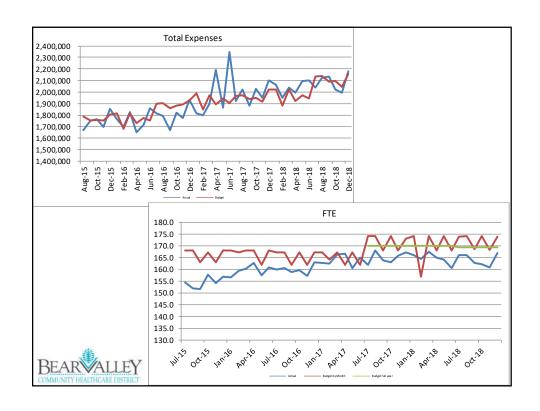


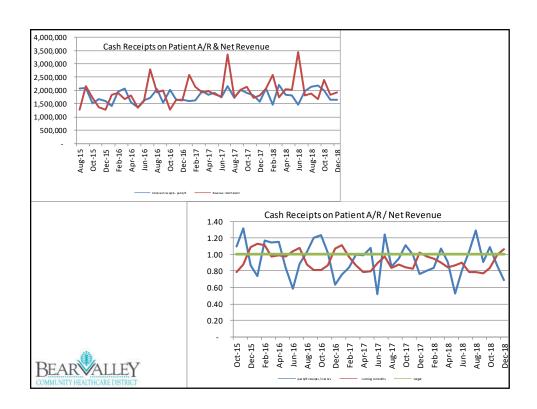
















#### **December 2018 Financial Results**

#### For the month . . .

Total Patient Revenue of \$4,986,477 December was \$1,118,040 higher than our Revenue for November 2018 (a 28.9% increase). Total revenue for December 2018 was 3.5% lower than budget. Outpatient revenue and SNF revenue were both under the budgeted amount. Inpatient revenue was significantly over budget with much higher patient days than in previous months.

Revenue deductions of \$2,588,523 were 7.2% lower than budget.

Total Expenses of \$2,176,983 were over budget by 1.1%. Much of this expense variance is due to the increased volumes we saw in patient service areas. FTE continue to run under budget, but were higher than in previous months due to the increase in Acute and Swing Patient days and other higher volumes.

Our surplus for the month of December 2018 was \$519, 805 - \$50,114 more than budgeted.

Our Operating Cash and Investments total \$22,411,145 as of the end of month. Total days cash on hand as of the end of December 2018 are 343.

#### **Key Statistics**

Acute patient days of 56 were 60% over budget, Swing days of 33 were 74% higher than budget. SNF days of 474 were 13% lower than budget. ER Visits of 1,224 were 2.9% lower than the budgeted number.

FTE continue to be under budget.

#### Year-to-Date

Total Patient Revenue of \$25,923,624 is 4.7% below budget. Net patient revenue of \$12,109,847 is 3.4% below budget. Total expenses of \$12,477,620 is 1.3% below budget. Our surplus for the first six months of our fiscal year is \$1,170,000. This is \$167,988 below our budget. Our current surplus is \$284,106 ahead of where we were at this point last fiscal year.

Acute days are 17% below budget. Swing days are 9% below budget. SNF days are 11% below budget. ER visits are 3.5% below budget. All clinic visit categories are above budget

# Bear Valley Community Healthcare District Financial Statements December 31, 2018

#### Financial Highlights—Hospital STATEMENT OF OPERATIONS

		Α	В	С	D	E	F	G	н	1	J		
			Curr	ent Month			Year-to-Date						
		FY 17/18	FY 18	/19	VARIA	NCE	FY 17/18	FY 18	/19	VARIANCE			
		Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%		
1	Total patient revenue	4,866,130	4,986,477	5,169,726	(183,249)	-3.5%	26,215,812	25,923,624	27,212,647	(1,289,023)	-4.7%		
2	Total revenue deductions	2,805,209	2,588,523	2,787,914	(199,391)	-7.2%	14,750,692	13,813,777	14,675,154	(861,378)	-5.9%		
3	% Deductions	58%	52%	54%			56%	53%	54%				
4	Net Patient Revenue	2,060,921	2,397,954	2,381,812	16,143	0.7%	11,465,120	12,109,847	12,537,493	(427,646)	-3.4%		
5	% Net to Gross	42%	48%	46%			44%	47%	46%				
6	Other Revenue	16,992	4,359	46,585	(42,226)	-90.6%	160,650	215,530	278,889	(63,359)	-22.7%		
7	Total Operating Revenue	2,077,912	2,402,313	2,428,397	(26,083)	-1.1%	11,625,770	12,325,377	12,816,381	(491,004)	-3.8%		
8	Total Expenses	2,102,562	2,176,983	2,153,426	23,558	1.1%	11,905,627	12,477,620	12,646,709	(169,089)	-1.3%		
9	% Expenses	43%	44%	42%			45%	48%	46%				
10	Surplus (Loss) from Operations	(24,650)	225,330	274,971	(49,641)	18.1%	(279,858)	(152,243)	169,673	(321,916)	189.7%		
11	% Operating margin	-1%	5%	5%			-1%	-1%	1%				
12	Total Non-operating	209,840	294,474	194,719	99,755	51.2%	1,165,752	1,322,243	1,168,316	153,928	13.2%		
	· -								·				
13	Surplus/(Loss)	185,190	519,805	469,691	50,114	-10.7%	885,894	1,170,000	1,337,988	(167,988)	12.6%		
14	% Total margin	4%	10%	9%			3%	5%	5%				

#### **BALANCE SHEET**

		A	В	С	D	E
		December	December	November		
		FY 17/18	FY 18/19	FY 18/19	VARIA	NCE
					Amount	%
			•			
15	Gross Accounts Receivables	9,769,429	9,822,780	8,675,554	1,147,226	13.2%
16	Net Accounts Receivables	3,660,830	3,548,531	2,990,625	557,906	18.7%
17	% Net AR to Gross AR	37%	36%	34%		
18	Days Gross AR	70.2	70.4	66.0	4.4	6.7%
19	Cash Collections	1,567,959	1,647,945	1,642,959	4,986	0.3%
21	Investments	10,952,520	20,377,496	20,260,225	117,271	0.6%
22	Cash on hand	3,884,817	2,033,649	1,688,071	345,578	20.5%
23	Total Cash & Invest	14,837,337	22,411,145	21,948,296	462,849	2.1%
24	Days Cash & Invest	237	343	339	5	1.4%
	Total Cash and Investments	14,837,337	22,411,145			
	Increase Current Year vs. Prior Year		7,573,808			

#### Statement of Operations

		A	В	С	D	E	F	G	н	1	J
				ent Month					ear-to-Date		
		FY 17/18	FY 18/	19	VARIA	NCE	FY 17/18	FY 18	/19	VARIAN	ICE
		Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
	Gross Patient Revenue						·				
1	Inpatient	202,529	284,233	198,574	85,659	43.1%	768,094	799,893	1,039,638	(239,745)	-23.1%
2	Outpatient	857,747	765,170	1,009,443	(244,273)	-24.2%	6,041,940	5,256,697	5,929,867	(673,170)	-11.4%
3	Clinic Revenue	339,330	339,847	321,810	18,037	5.6%	2,117,435	2,239,262	1,986,099	253,163	12.7%
4	Emergency Room	3,207,446	3,383,606	3,378,763	4,842	0.1%	15,711,838	16,289,624	16,708,357	(418,732)	-2.5%
5	Skilled Nursing Facility	259,078	213,621	261,136	(47,515)	-18.2%	1,576,504	1,338,147	1,548,686	(210,539)	-13.6%
6	Total patient revenue	4,866,130	4,986,477	5,169,726	(183,249)	-3.5%	26,215,812	25,923,624	27,212,647	(1,289,023)	-4.7%
	Revenue Deductions										
7	Contractual Allow	2,569,127	2,406,874	2,604,389	(197,515)	-7.6%	12,910,349	12,880,266	13,709,105	(828,840)	-6.0%
8	Contractual Allow PY	-	(150,000)	_	(150,000)	#DIV/0!	(27)	(1,243,374)	-	(1,243,374)	#DIV/0!
9	Charity Care	1,812	4,625	10,856	(6,231)	-57.4%	32,328	80,630	57,146	23,484	41.1%
10	Administrative	989	26,102	9,822	16,280	165.7%	297,644	44,449	51,704	(7,255)	-14.0%
11	Policy Discount	9,781	9,975	7,755	2,220	28.6%	62,049	78,951	40,819	38,132	93.4%
12	Employee Discount	4,202	5,688	4,136	1,552	37.5%	30,165	36,321	21,771	14,550	66.8%
13	Bad Debts	130,228	198,143	150,956	47,187	31.3% #DIV/0!	627,339	1,211,634	794,609	417,025	52.5% #DIV/0!
14 15	Denials Total revenue deductions	190,797 <b>2,805,209</b>	87,116 <b>2,588,523</b>	2,787,914	87,116 (199,391)	#DIV/0!	790,844 <b>14,750,692</b>	724,901 <b>13,813,777</b>	14,675,154	724,901 ( <b>861,378</b> )	#DIV/0! -5.9%
13	Total Tevenue deductions	2,003,203	2,300,323	2,707,314	(133,331)	-7.2/0	14,730,092	13,013,777	14,073,134	(001,370)	-3.576
16	Net Patient Revenue	2,060,921	2,397,954	2,381,812	16,143	0.7%	11,465,120	12,109,847	12,537,493	(427,646)	-3.4%
	gross revenue including Prior Year Contractual Allowances as a percent to	40.2%	40.2%		40.2%		40.2%	447.4%	447.4%	0.0%	
	gross revenue WO PY and Other CA	39.2%	39.2%		39.2%		39.2%	437.2%	437.2%	0.0%	
17	Other Revenue	16,992	4,359	46,585	(42,226)	-90.6%	160,650	215,530	278,889	(63,359)	-22.7%
18	Total Operating Revenue	2,077,912	2,402,313	2,428,397	(26,083)	-1.1%	11,625,770	12,325,377	12,816,381	(491,004)	-3.8%
	Expenses										
19	Salaries	884,119	945,048	874,120	70,928	8.1%	4,848,118	5,269,800	5,193,330	76,470	1.5%
20	Employee Benefits	316,321	295,949	359,988	(64,039)	-17.8%	1,811,299	1,642,013	2,109,956	(467,943)	-22.2%
21	Registry	3,310	29,974	-	29,974	#DIV/0!	16,028	29,974	-	29,974	#DIV/0!
	Salaries and Benefits	1,203,749	1,270,971	1,234,108	36,863	3.0%	6,675,444	6,941,787	7,303,286	(361,499)	-4.9%
	Professional fees Supplies	157,808 107,112	169,550 136,723	185,233 137,996	(15,683) (1,273)	-8.5% -0.9%	990,182 749,253	1,047,087 797,752	986,366 785,074	60,721 12,678	6.2% 1.6%
	Utilities	39,869	42.170	43.463	(1,293)	-3.0%	249.107	256.370	259.394	(3,024)	-1.2%
	Repairs and Maintenance	28,409	42,197	28,074	14,123	50.3%	174,157	182,400	168,216	14,184	8.4%
	Purchased Services	395,485	320,095	334,416	(14,321)	-4.3%	2,079,697	2,217,686	2,004,176	213,511	10.7%
	Insurance	27,345	28,560	26,975	1,585	5.9%	156,228	170,008	161,850	8,158	5.0%
	Depreciation	82,710	81,905	81,667	238	0.3%	383,197	464,348	490,002	(25,654)	-5.2%
	Rental and Leases	16,214	11,158 10.898	21,112	(9,954)	-47.1% 84.4%	176,769	67,624	126,672	(59,048)	-46.6% 7.4%
	Dues and Subscriptions Other Expense.	5,207 38,655	62,756	5,910 54,472	4,988 8,284	15.2%	31,581 240,011	38,090 294,467	35,460 326,213	2,630 (31,746)	-9.7%
34	Total Expenses	2,102,562	2,176,983	2,153,426	23,558	1.1%	11,905,627	12,477,620	12,646,709	(169,089)	-1.3%
								•			
35	Surplus (Loss) from Operations	(24,650)	225,330	274,971	(49,641)	18.1%	(279,858)	(152,243)	169,673	(321,916)	189.7%
	Non-Operating Income										
37	Tax Revenue	186,047	184,244	184,244	(0)	0.0%	1,116,282	1,105,464	1,105,466	(2)	0.0%
38	Other non-operating	-	-	3,133	(3,133)	-100.0%	30,247	44,095	18,798	25,297	134.6%
	Interest Income	31,840 (8,047)	117,923 (7,693)	15,125	102,798	679.7% -1.2%	66,405	218,540	90,750	127,790	140.8% -1.8%
	Interest Expense IGT Expense	(8,047)	(7,693)	(7,783)	90	-1.2% #DIV/0!	(47,183)	(45,856)	(46,698)	842	-1.8% #DIV/0!
39	Total Non-operating	209,840	294,474	194,719	99,755	51.2%	1,165,752	1,322,243	1,168,316	153,928	13.2%
40	Surplus/(Loss)	185,190	519,805	469,691	50,114	-10.7%	BVGHD4	ancial Reposit	- Decessibes 2	2018 <sub>(1873</sub> 98)	9 q <u>£.8<del>4</del></u>
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# Bear Valley Community Healthcare District Financial Statements

#### **Current Year Trending Statement of Operations**

	A Statement of Operation	ons	-CURRENT Y	EAR 2019											
	•		1	2	3	4	5	6	7	8	9	10	11	12	
			July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD
	Gross Patient Revenue	_		100.000	100 100 1					1		T		1	
1	Inpatient	L	74,791	120,993	132,469	89,286	98,121	284,233							799,893
2 3	Outpatient Clinic	H	972,222 342.650	931,894 422,712	846,425 359,375	957,181 399,238	783,804 375,441	765,170 339,847							5,256,697 2,239,262
4	Emergency Room	H	2,957,516	2,703,194	2,533,903	2,309,030	2,402,375	3,383,606							16,289,624
5	Skilled Nursing Facility	H	223,604	228,589	239,665	223,973	208,696	213,621							1,338,147
6	Total patient revenue	F	4,570,784	4,407,382	4,111,836	3,978,707	3,868,437	4,986,477		-		-	-	-	25,923,624
		_				, ,				l l		I.			
	Revenue Deductions	C/A	0.51	0.53	0.50	0.49	0.47	0.48	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.50
7	Contractual Allow		2,320,958	2,352,744	2,039,158	1,950,874	1,809,657	2,406,874							12,880,266
8	Contractual Allow PY		62	-	(700,000)	(193,436)	(200,000)	(150,000)							(1,243,374)
9	Charity Care	L	15,343	-	28,015	15,115	17,531	4,625							80,630
10	Administrative	L	806	2,818	6,849	2,378	5,496	26,102							44,449
11 12	Policy Discount	H	13,989 12,793	15,616 5,188	12,381 6,356	14,966 3,317	12,024 2,979	9,975 5,688							78,951 36,321
13	Employee Discount Bad Debts	H	215,076	186,926	169,560	231,008	210,921	198,143							1,211,634
14	Denials	H	103,506	177,395	154,441	110,936	91,507	87,116							724,901
• • •	Total revenue	F	100,000	111,000	101,111	. 10,000	0 1,001	51,110							121,001
15	deductions		2,682,534	2,740,687	1,716,760	2,135,158	1,950,115	2,588,523	-	-	-	-	-	-	13,813,777
		_	0.59	0.62	0.42	0.54	0.50	0.52	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
16	Net Patient Revenue		1,888,250	1,666,694	2,395,076	1,843,550	1,918,322	2,397,954		-	-	-	-	-	12,109,847
	net / tot pat rev	_	41.3%	37.8%	58.2%	46.3%	49.6%	48.1%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	46.7%
	011 - 12	_	10.444	10.504	44.470	00.700	70 477 [	4.050				ī		1	045 500
17	Other Revenue	F	19,441	19,594	11,170	90,789	70,177	4,359							215,530
18	Total Operating Revenue		1.907.691	1.686.288	2.406.246	1,934,339	1,988,499	2,402,313							12,325,377
10	Revenue	L	1,907,091	1,000,200	2,400,240	1,934,339	1,900,499	2,402,313		-		-	-	-	12,323,377
	Expenses														
19	Salaries		885,068	891,463	831,600	891,749	824,872	945,048							5,269,800
20	Employee Benefits		303,328	293,241	289,066	185,368	275,061	295,949							1,642,013
21	Registry		-	-	-	-	-	29,974							29,974
	Salaries and Benefits	L	1,188,396	1,184,704	1,120,666	1,077,117	1,099,933	1,270,971	-	-	-	-	-	-	6,941,787
	Professional fees	F	173,695	181,120	174,907	179,265	168,548	169,550							1,047,087
	Supplies Utilities	H	121,217 46,712	135,487 43,958	136,991 42,464	135,960 40,116	131,374 40,950	136,723 42,170							797,752 256,370
	Repairs and Maintenance	H	17,407	23,079	32,405	41,525	25,786	42,170							182,400
	Purchased Services	<b>H</b>	325,455	373,332	457,562	381,061	360,181	320,095							2,217,686
	Insurance	F	28,258	28,258	28,258	28,460	28,216	28,560							170,008
29	Depreciation		76,489	76,489	76,489	76,489	76,489	81,905							464,348
	Rental and Leases		11,421	11,509	11,219	11,158	11,158	11,158							67,624
	Dues and Subscriptions	L	6,882	7,101	5,879	5,746	1,585	10,898							38,090
33	Other Expense.	L	40,078	55,169	46,430	42,884	47,150	62,756							294,467
34	Total Expenses		2,036,009	2,120,207	2,133,270	2,019,782	1,991,370	2,176,983	-	-	-	-	-	-	12,477,620
		_			1										
	Surplus (Loss) from		(400.040)	(400.040)		(05.440)	(0.074)								(450.040)
35	Operations	L	(128,318)	(433,918)	272,977	(85,443)	(2,871)	225,330	-	-	-	-	-	-	(152,243)
36	Non-Operating Income														
37	Tax Revenue		184,244	184,244	184,244	184,244	184,244	184,244							1,105,464
38	Other non-operating	Ţ	15,020	245	35	9,020	19,775	-							44,095
	Interest Income		543	6,457	92,115	1,124	377	117,923	-		-		_		218,540
	Interest Expense		(7,638)	(7,621)	(7,626)	(7,561)	(7,717)	(7,693)							(45,856)
	IGT Expense	L	-	-	-	-									-
39	Total Non-operating		192,169	183,325	268,768	186,827	196,680	294,474	-	-	-	-	-	-	1,322,243
		г	ı	Т	Т	1	1	1				I		1	1
40	Surplus/(Loss)	L	63,851	(250,594)	541,745	101,384	193,809	519,805	-	-	-	-	-	-	1,170,000

2018-19 Actual BS

BALANCE SHEET							PY
Includes Final Entries 6-30-18	July	Aug	Sept	Oct	Nov	Dec	June
ASSETS:							
Current Assets							
Cash and Cash Equivalents (Includes CD's)	2,296,309	2,551,340	2,710,313	1,422,386	1,607,290	2,033,649	2,253,824
Gross Patient Accounts Receivable	10,740,258	9,856,844	9,392,893	8.676.040	8.677.891	9,825,389	10,597,934
Less: Reserves for Allowances & Bad Debt	6.470.520	6,125,057	6,146,633	5,761,444	5.687.266	6,276,859	6,413,352
Net Patient Accounts Receivable	4,269,738	3,731,787	3,246,260	2,914,596	2,990,625	3,548,531	4,184,582
Tax Revenue Receivable	2,210,931	2,210,931	2,210,931	2,210,931	1,815,477	996,688	52,044
Other Receivables	50,484	78,234	93,056	651,781	-247,452	-107,704	96,628
Inventories	130,292	134,606	136,936	139,583	133,916	136,954	129,318
Prepaid Expenses	299,848	293,739	345,377	346,209	338,892	317,061	199,838
Due From Third Party Payers	0	0					
Due From Affiliates/Related Organizations	0	0					
Other Current Assets	0	0					
Total Current Assets	9,257,602	9,000,637	8,742,873	7,685,486	6,638,748	6,925,179	6,916,233
Assets Whose Use is Limited							
Investments	17,668,421	17,668,421	17,760,225	20,260,225	20,260,225	20.377.496	17,668,421
Other Limited Use Assets	144.375	144.375	144,375	144,375	144,375	144,375	144,375
Other Limited Ose Assets	144,575	144,070	144,070	144,070	144,070	144,070	144,070
Total Limited Use Assets	17,812,796	17,812,796	17,904,600	20,404,600	20,404,600	20,521,871	17,812,796
	,,	,,	,,				,,
Property, Plant, and Equipment							
Land and Land Improvements	570,615	570,615	570,615	570,615	570,615	570,615	570,615
Building and Building Improvements	9,758,672	9,772,522	9,772,522	9,772,522	9,772,522	9,885,152	9,758,672
Equipment	11,779,820	11,844,577	11,912,516	12,010,795	12,020,625	12,315,178	11,761,910
Construction In Progress	48,953	101,798	127,293	166,571	438,198	48,990	32,516
Capitalized Interest							
Gross Property, Plant, and Equipment	22,158,060	22,289,512	22,382,945	22,520,503	22,801,960	22,819,935	22,123,712
Less: Accumulated Depreciation	13,685,197	13,761,686	13,838,174	13,914,663	13,991,151	14,073,056	13,608,708
Net Property, Plant, and Equipment	t 8,472,863	8,527,826	8,544,771	8,605,840	8,810,808	8,746,879	8,515,004
TOTAL LINDECTRICTED ACCETO	05.540.604	05 044 000	05 400 044	00 005 000	05.054.450	00 400 000	00 044 664
TOTAL UNRESTRICTED ASSETS	35,543,261	35,341,260	35,192,244	36,695,926	35,854,156	36,193,928	33,244,034
Destricted Assets	0	0	•	0	0	0	0
Restricted Assets	0	0	0	0	0	0	0
TOTAL ASSETS	35,543,261	35,341,260	35,192,244	36,695,926	35,854,156	36,193,928	31,316,969
TOTAL ASSETS	33,343,201	33,341,200	55, 152,244	50,055,520	55,054,150	30, 133,320	51,510,909

2018-19 Actual BS

BALANCE SHEET								PY
Includes Final Entries 6-30-18		July	Aug	Sept	Oct	Nov	Dec	June
LIABILITIES:	_							
Current Liabilities								
Accounts Payable		954,160	880,513	1,028,412	1,133,880	788,405	904,672	906,103
Notes and Loans Payable								
Accrued Payroll		705,323	806,989	844,952	990,998	553,778	691,915	758,370
Patient Refunds Payable		0.000.054	4 470 005	0.470.005	4 000 000	4 004 000	4.547.000	0.700.000
Due to Third Party Payers (Settlement Advances From Third Party Payers	is)	3,983,651	4,173,225	3,473,225	4,800,692	4,804,969	4,547,362	3,769,980
Current Portion of Def Rev - Txs.		2.061.687	1,877,443	1,693,199	1.508.955	1.324.711	1.140.467	35.000
Current Portion - LT Debt		35,000	35,000	35,000	35,000	35,000	35,000	35,000
Current Portion of AB915		33,000	33,000	33,000	33,000	33,000	33,000	33,000
Other Current Liabilities (Accrued Inter	rest & Accrued Other)	7,630	22,873	30,494	38,055	136	7,552	7,621
Total Current Liabilities		7,747,451	7,796,043	7,105,281	8,507,580	7,507,000	7,326,968	5,512,074
Long Term Debt								
USDA Loan		2.895.000	2.895.000	2,895,000	2,895,000	2,860,000	2,860,000	2,895,000
Leases Payable		0	0	0	0	0	0	0
Less: Current Portion Of Long Term	Debt	35,000	35,000	35,000	35,000	35,000	35,000	35,000
Tota	al Long Term Debt (Net of Current)	2,860,000	2,860,000	2,860,000	2,860,000	2,825,000	2,825,000	2,860,000
Other Long Term Liabilities								
Deferred Revenue		0	0	0	0	0	0	0
Other		0	0	0	0	0		
	Total Other Leve Tawa Linkilities	0	0	0	0	0	0	0
	Total Other Long Term Liabilities	U	0	0	0	0	0	U
	TOTAL LIABILITIES	10,607,451	10,656,043	9,965,281	11,367,580	10,332,000	10,151,968	8,372,074
Fund Balance		04.074.000	04.074.000	04.074.000	04.074.000	04.074.000	04.074.000	20.663.982
Unrestricted Fund Balance Temporarily Restricted Fund Balance		24,871,960	24,871,960	24,871,960	24,871,960	24,871,960	24,871,960	20,003,982
Equity Transfer from FRHG		0	0				0	
Net Revenue/(Expenses)		63.851	-186,743	355,003	456,387	650,196	1,170,001	4,207,978
		30,001	.30,110	230,000	.50,001	230,100	., 0,001	.,237,070
	TOTAL FUND BALANCE	24,935,811	24,685,217	25,226,963	25,328,347	25,522,156	26,041,960	24,871,960
TOTAL LIABILITIES & FUND BALANCE		35,543,261	35,341,260	35,192,244	36,695,926	35,854,156	36,193,928	33,244,034
1017 E EIRDIETTIEO & 1 OND DALANOL		55,545,201	55,571,200	55, 152,244	55,055,520	55,004,100	55, 155,526	50,277,004

#### **Units of Service**

For the period ending: December 31, 2018

Current Month						Bear Valley Community Hospital				To-Date		
Dec- Actual	-18 Budget	Dec-17 Actual	Actual -E Variance	Budget Var %	ActAct. Var %		Dec Actual	-18 Budget	Dec-17 Actual	Actual -E Variance	Budget Var %	ActAct. Var %
7101001	Luugut		Turiumo	70	741 /0		7101001	Zuugut	7101001		70.	70. 70
56	35	49	21	60.0%	14.3%	Med Surg Patient Days	152	184	171	(32)	-17.4%	-11.1%
33	19	33	14	73.7%	0.0%	Swing Patient Days	91	100	91	(9)	-9.0%	0.0%
474	545	583	(71)	-13.0%	-18.7%	SNF Patient Days	2,981	3,344	3,541	(363)	-10.9%	-15.8%
563	599	665	(36)	-6.0%	-15.3%	Total Patient Days	3,224	3,628	3,803	(404)	-11.1%	-15.2%
21	14	18	7	50.0%	16.7%	Acute Admissions	66	84	75	(18)	-21.4%	-12.0%
20	14	16	6	42.9%	25.0%	Acute Discharges	65	84	75	(19)	-22.6%	-13.3%
2.8	2.5	3.1	0.3	12.0%	-8.6%	Acute Average Length of Stay	2.3	2.2	2.3	0.1	6.8%	2.6%
1.8	1.1	1.6	0.7	60.0%	14.3%	Acute Average Daily Census	0.8	1	0.9	(0.2)	-17.4%	-11.1%
16.4	18.2	19.9	(1.8)	-10.1%	-17.7%	SNF/Swing Avg Daily Census	16.7	19	19.7	(2.0)	-10.8%	-15.4%
18.2	19.3	21.5	(1.2)	-6.0%	-15.3%	Total Avg. Daily Census	17.5	20	20.7	(2.2)	-11.1%	-15.2%
40%	43%	48%	-3%	-6.0%	-15.3%	% Occupancy	39%	44%	46%	-5%	-11.1%	-15.2%
13	13	18	-	0.0%	-27.8%	Emergency Room Admitted	51	78	66	(27)	-34.6%	-22.7%
1,211	1,247	1,186	(36)	-2.9%	2.1%	Emergency Room Discharged	5,770	5,955	5,721	(185)	-3.1%	0.9%
1,224	1,260	1,204	(36)	-2.9%	1.7%	Emergency Room Total	5,821	6,033	5,787	(212)	-3.5%	0.6%
39	41	39	(1)	-2.9%	1.7%	ER visits per calendar day	32	33	31	(1)	-3.5%	0.6%
62%	93%	100%	#DIV/0!	#DIV/0!	-38.1%	% Admits from ER	77%	93%	88%	67%	71.8%	-12.2%
-	-	2	-	#DIV/0!	-100.0%	Surgical Procedures I/P	-	-	2	-	#DIV/0!	-100.0%
12	9	13	3	33.3%	-7.7%	Surgical Procedures O/P	77	55	82	22	40.0%	-6.1%
12	9	15	3	33.3%	-20.0%	TOTAL Procedures	77	55	84	22	40.0%	-8.3%
1,602	1,047	821	555	53.0%	95.1%	Surgical Minutes Total	6,271	6,214	1,405	57	0.9%	346.3%

#### **Units of Service**

For the period ending: December 31, 2018

	Current Month					Bear Valley Community Hospital						
Dec		Dec-17	Actual -E	•	ActAct.		Dec		Dec-17	Actual -B		ActAct.
Actual	Budget	Actual	Variance	Var %	Var %		Actual	Budget	Actual	Variance	Var %	Var %
5,742	5,567	5,874	175	3.1%	-2.2%	Lab Procedures	38,014	35,703	37,117	2,311	6.5%	2.4%
1,039	924	929	115	12.4%	11.8%	X-Ray Procedures	4,919	4,485	4,178	434	9.7%	17.7%
336	324	292	12	3.7%	15.1%	C.T. Scan Procedures	1,664	1,512	1,554	152	10.1%	7.1%
163	188	179	(25)	-13.3%	-8.9%	Ultrasound Procedures	1,289	1,311	1,345	(22)	-1.7%	-4.2%
36	62	23	(26)	-41.9%	56.5%	Mammography Procedures	328	372	402	(44)	-11.8%	-18.4%
262	317	271	(55)	-17.4%	-3.3%	EKG Procedures	1,537	1,819	1,720	(282)	-15.5%	-10.6%
107	158	172	(51)	-32.3%	-37.8%	Respiratory Procedures	588	686	697	(98)	-14.3%	-15.6%
1,176	1,017	1,354	159	15.6%	-13.1%	Physical Therapy Procedures	8,357	8,004	8,214	353	4.4%	1.7%
1,593	1,404	1,710	189	13.5%	-6.8%	Primary Care Clinic Visits	10,418	8,789	10,409	1,630	18.5%	0.1%
245	200	201	45	22.5%	21.9%	Specialty Clinic Visits	1,901	1,200	1,260	701	58.4%	50.9%
1,838	1,604	1,911	234	14.6%	-3.8%	Clinic	12,319	9,989	11,669	2,331	23.3%	5.6%
71	62	74	9	14.6%	-3.8%	Clinic visits per work day	68	55	64	13	23.3%	5.6%
16.7%	20.00%	18.10%	-3.30%	-16.50%	-7.73%	% Medicare Revenue	19.37%	20.00%	19.72%	-0.63%	-3.17%	-1.78%
34.20%	39.00%	38.60%	-4.80%	-12.31%	-11.40%	% Medi-Cal Revenue	37.57%	39.00%	40.20%	-1.43%	-3.68%	-6.55%
42.90%	36.00%	37.30%	6.90%	19.17%	15.01%	% Insurance Revenue	37.95%	36.00%	35.58%	1.95%	5.42%	6.65%
6.20%	5.00%	6.00%	1.20%	24.00%	3.33%	% Self-Pay Revenue	5.12%	5.00%	4.50%	0.12%	2.33%	13.70%
150.6	156.88	148.9	(6.3)	-4.0%	1.1%	Productive FTE's	142.94	155.19	144.4	(12.3)	-7.9%	-1.0%
166.9	173.75	167.2	(6.8)	-3.9%	-0.1%	Total FTE's	164.08	172.07	164.9	(8.0)	-4.6%	-0.5%



#### **CFO REPORT for**

### January 2019 Finance Committee and February 2019 Board meetings

## FY 2020 (July 1, 2019, through June 30, 2020) Budget Preparation Schedule

Attached is a FY 2020 budget preparation schedule.

The schedule calls for beginning review of Capital Budget at the April 2019 regular Finance Committee meeting. The Finance Committee work on the budget could occur at a special meeting near the end of April 2019 (if desired). We can consider budget work at regular committee meetings in May 2019 and June 2019 with special meetings during the month of May as needed / desired.

## **TruBridge – Accounts Receivable Management**

Accounts Receivable days were 70 at the end of December 2018. December revenue was \$1,118,040 higher than our Revenue for November 2018 (a 28.9% increase). Over 55% of December revenue occurred in the final 15 days of December. Patient Accounts Receivable increased by \$1,147,499 by the end of the month.



# FY 2020 (July 1, 2019 through June 30, 2020) BUDGET PREPARATION CALENDAR

Feb 20, 2019	Capital Budget Requests due to Accounting
Mar 01, 2019	Budget Packets / Details to Managers
Mar 20, 2019	Managers - budgets due to Accounting
Mar 29, 2019	Accounting – complete input & review of budgets
Apr 01 through	10, 2019 meetings with Managers
Apr 02, 2019	regular Finance Committee
	- begin review of Capital Budget requests
April 11 through	n 24, 2019 – Budget Review by Admin Team
May 07, 2019	regular Finance Committee
	- Include budget work
May 2019	additional review by Finance Committee as needed for final review, recommendation
June 04, 2019	Regular Finance Committee including review of Budget for Submission to full Board of Directors for approval
June 12, 2018	Regular Board of Directors meeting including approval of FY 2020 Budget including 3 year Capital Budget Plan