



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, July 10, 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) Report on Staffing Ratios
- (3) QI Management Report

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

- (1) David Horner, M.D. Clinic Service Agreement (Disclosure July 10, 2019)
- (2) Steven Knapik, D.O. Clinic Medical Director Service Agreement (Disclosure July 10, 2019)
- (3) James Skoien, LAc Clinic Service Agreement (Disclosure July 10, 2019)
- (4) Jeffery Orr, M.D. Hospitalist Service Agreement (Disclosure July 10, 2019)

OPEN SESSION

1. CALL TO ORDER

Peter Boss, President

2. ROLL CALL

Shelly Egerer, Executive Assistant

3. FLAG SALUTE

4. ADOPTION OF AGENDA*

5. RESULTS OF CLOSED SESSION

Peter Boss, President

6. PUBLIC FORUM FOR OPEN SESSION

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

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

7. DIRECTORS' COMMENTS

8. INFORMATION REPORTS

A. Foundation Report

Holly Elmer, Foundation President

B. Auxiliary Report

Gail Dick, Auxiliary President

9. CONSENT AGENDA*

Notice to the Public:

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

A. June 12, 2019 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant

B. June 2019 Planning & Facilities Report: Michael Mursick, Plant Director

C. June 2019 Human Resource Report: Erin Wilson, Human Resource Director

D. June 2019 Infection Prevention Report: Heather Loose, Infection Preventionist

E. Policies and Procedures: Summary Attached

(1) Human Resource Department

(2) EVS Department

(3) Acute Care In Patient / Observation Admission, Discharge & Transfer Criteria

(4) Reimbursement for Travel and Training

F. Board of Directors; Committee Meeting Minutes:

(1) June 04, 2019 Finance Committee Meeting

10. OLD BUSINESS*

- None

11. NEW BUSINESS*

A. Discussion and Potential Approval of the Following Agreements:

(1) David Horner, M.D. Clinic Service Agreement

(2) Steven Knapik, D.O. Clinic Medical Director Service Agreement

(3) James Skoien, LAc; Clinic Service Agreement

(4) Jeffery Orr, M.D.; Hospitalist Service Agreement

- B. Discussion and Potential Approval of the Amendment to the Medical Staff Bylaws Section 5.4 and the Medical Staff Rules & Regulations Section A Subsection 3

12. ACTION ITEMS*

A. Acceptance of QHR Report

Ron Vigus, QHR

- (1) July 2019 QHR Report

B. Acceptance of CNO Report

Kerri Jex, Chief Nursing Officer

- (1) June 2019 CNO Report

C. Acceptance of the CEO Report

John Friel, Chief Executive Officer

- (1) June 2019 CEO Report

D. Acceptance of the Finance Report & CFO Report

Garth Hamblin, Chief Financial Officer

- (1) May 2019 Financials
- (2) July 2019 CFO Report

13. ADJOURNMENT*

* Denotes Possible Action Items

3. FLAG SALUTE:

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

4. ADOPTION OF AGENDA:

President Boss called for a motion to adopt the June 12, 2019 agenda as presented.

Motion by Board Member Robbins to adopt the June 12, 2019 agenda as presented.

Second by Board Member Baker to adopt the June 12, 2019 agenda as presented.

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

- Board Member Robbins - yes
- President Boss - yes
- Board Member Baker - yes

5. RESULTS OF CLOSED SESSION:

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

The following reports were approved:

- Chief of Staff Report:
 - Request for Initial Appointment
 - Joshua Marshall, LCSW- FHC
 - David Horner, MD- Family Medicine
 - Fan Yang, MD- Renaissance Radiology
 - Armando Saltiel, MD- Renaissance Radiology
 - Nathanael Sabbah, MD- Renaissance Radiology
 - Request for Reappointment:
 - Rana Fattahi, MD- Renaissance Radiology
 - Ryan Franke, MD- Renaissance Radiology
 - Varand Ghazikhanian, MD- Renaissance Radiology
 - Alma Loya, MD- Renaissance Radiology
 - Alison Perez, MD- Center for Oral Health
 - Brian Biscotti, DC- Chiropractic
 - Richard Leach, MD- Emergency Medicine
 - James Skoien, LAc- Acupuncturist
 - Voluntary Resignation
 - Rosemary Klecker, MD- Renaissance Radiology
 - Ryan Cramer, MD- Renaissance Radiology
 - Expired Privileges
 - Adam Kawalek, MD- Internal/ Emergency Medicine
- Risk Report
- QI Report

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

- Board Member Robbins - yes
- President Boss - yes
- Board Member Baker - yes

6. PUBLIC FORUM FOR OPEN SESSION:

President Boss opened the Hearing Section for Public Comment on Open Session items at 3:02 p.m.

Diana Havey, Big Bear resident stated that on May 10, home health is available in Big Bear; Ms. Havey also stated she still feels the Hospital also needs to provide home health services to our community.

President Boss closed the Hearing Section for Public Comment at 3:05 p.m.

7. DIRECTORS COMMENTS

- Board Member Robbins stated that every eight to ten years he likes to take on new challenges and will be resigning from the Board of Directors effective August 15. Board Member Robbins thanked past and present Board Members, thanked Admin Office staff, QHR, Hospital Auxiliary and Foundation. Board Member Robbins also stated he is very thankful for Senior Admin Team support, Mr. Friel and Mr. Hamblin for their outstanding leadership and has truly enjoyed working with all Hospital staff.

8. INFORMATION REPORTS:

A. Foundation Report:

- Ms. Elmer reported the following information:
 - Photo Op completed with Mark Driskell, with Mercy Air and received \$5,000 for Tree of Lights.
 - Grant with City of Big Bear Lake award \$5,000 for Pasquale Esposito event.
 - Worked Grill & Chill and the Wine Walk.
 - The Foundation will have a booth at the July 6 Air Fair.
 - Meeting with Mountains Community Foundation took place; this was a meet and greet.
 - SNF Van unveiling is scheduled for June 14 at 3:00 pm in the Library parking lot.
 - 3rd Annual Humanitarian Award Event is scheduled for August 11 beginning at 3:00 pm.

B. Auxiliary Report:

- Ms. Dick reported the following:
 - 3 new members and 3 members pending.
 - August 23 is the Annual Golf Tournament and tickets will be \$85.00 per person.

9. CONSENT AGENDA:

- A.** May 15, 2019 Special Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
- B.** May 2019 Planning & Facilities Report: Michael Mursick, Plant Director
- C.** May 2019 Human Resource Report: Erin Wilson, Human Resource Director
- D.** May 2019 Infection Preventions Report: Heather Loose, Infection Preventionist
- E.** Policies and Procedures:

- (1) Risk Management
 - (2) FHC/RHC
 - (3) SNF
- I. Board of Directors; Committee Meeting Minutes:**
- (1) April 03, 2019 Finance Committee Meeting Minutes
 - (2) April 26, 2019 Special Finance Committee Meeting Minutes
 - (3) May 24, 2019 Special Finance Committee Meeting Minutes

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

- Board Member Robbins - yes
- President Boss - yes
- Board Member Baker - yes

10. OLD BUSINESS:

- None

11. NEW BUSINESS*

A. Discussion and Potential Approval of the Following Service Agreements:

- (1) Aligned Telehealth Service Agreement
- (2) Agiliti Service Agreement
- (3) JWT & Associates Service Agreement
- (4) David Horner, MD Hospitalist Agreement

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

- Board Member Robbins - yes
- President Boss - yes
- Board Member Baker - yes

B. Discussion and Approval of the Fiscal Year 2019/2020 Operating and Capital Budget:

- Mr. Hamblin reported the Finance Committee made a positive recommendation to the Board of Directors to approve the Fiscal Year 2019/2020 Operating and Capital Budget.

President Boss called for a motion to approve the Fiscal Year 2019/2020 Operating and Capital Budget as presented. Motion by Board Member Robbins to approve the Fiscal Year 2019/2020 Operating and Capital Budget as presented. Second by Board Member Baker to approve the Fiscal Year 2019/2020 Operating and Capital Budget as presented. President Boss called for the vote. A vote in favor of the motion was 3/0.

- Board Member Robbins - yes
- President Boss - yes
- Board Member Baker - yes

C. Discussion and Potential Approval of Resolution No. 19-457: Determining, Certifying and Directing Special Tax Levies Within the District:

- Mr. Friel reported that this is an annual formality and we are required to have the resolution approved in order to obtain the Measure F Funds.

President Boss called for a motion to approve Resolution No. 19-457 as presented. Motion by Board Member Robbins to approve Resolution No. 19-457 as presented. Second by Board Member Baker to approve Resolution No. 19-457 as presented. President Boss called for the vote. A vote in favor of the motion was 3/0.

- Board Member Robbins - yes
- President Boss - yes
- Board Member Baker - yes

D. Discussion and Potential Approval of the Following Reports:

(1) Fiscal Year 2018 Critical Access Hospital Impact Report:

- Mr. Hamblin reported after filing the Cost Report we review the financial impact if we were **not** a Critical Access Hospital (CAH); we are better as a CAH with \$1.1 million more from the Federal Government.
- Board Member Robbins stated this is another example of the work the District is doing, and how being designated as a CAH has been fantastic for the District.

President Boss called for a motion to approve Fiscal Year 2018 Critical Access Hospital Impact Report as presented. Motion by Board Member Robbins to approve Fiscal Year 2018 Critical Access Hospital Impact Report as presented. Second by Board Member Baker to approve Fiscal Year 2018 Critical Access Hospital Impact Report as presented. President Boss called for the vote. A vote in favor of the motion was 3/0.

- Board Member Robbins - yes
- President Boss - yes
- Board Member Baker - yes

(2) QHR Review of Allowances for Unpaid Accounts and Bad Debt Allowance Analysis:

- Mr. Hamblin reported the Annual Analyst is completed by Mr. David Perry with QHR. Mr. Perry was on site to complete the review. Thanked staff for assisting in the process and we will begin working on the action plan.

President Boss called for a motion to approve the Unpaid Accounts and Bad Debt Allowance Analysis Report as presented. Motion by Board Member Robbins to approve Unpaid Accounts and Bad Debt Allowance Analysis Report. Second by Board Member Baker to approve Unpaid Accounts and Bad Debt Allowance Analysis Report as presented. President Boss called for the vote. A vote in favor of the motion was 3/0.

- Board Member Robbins - yes
- President Boss - yes
- Board Member Baker - yes

12. ACTION ITEMS*

A. QHR Report:

(1) May 2019 QHR Report:

- Mr. Vigus reported the following information:
 - Working with staff for Consulting Plan for the year.
 - CEO Evaluation needs to be completed in August.
 - Trustee Conference 2020 will be conducted in Phoenix, AZ.

President Boss called for a motion to approve the QHR Report as presented. Motion by Board Member Robbins to approve the QHR Report as presented. Second by Board Member Baker to approve the QHR Report as presented. President Boss called for the vote. A vote in favor of the motion was 3/0.

- Board Member Robbins - yes
- President Boss - yes
- Board Member Baker - yes

B. CNO Report:

(1) April 2019 CNO Report:

- Ms. Jex reported the following:
 - Dr. Weismann is retiring and we are having a party at Old Country Inn at 6:00 pm, June 19.
 - One new SNF resident and three more have received approval.
 - Dr. Kondal is completing her first round of surgery.

President Boss called for a motion to approve the CNO Report as presented. Motion by Board Member Robbins to approve the CNO Report as presented. Second by Board Member Baker to approve the CNO Report as presented. President Boss called for the vote. A vote in favor of the motion was 3/0.

- Board Member Robbins - yes
- President Boss - yes
- Board Member Baker - yes

C. Acceptance of the CEO Report:

(1) May 2019 CEO Report:

- Mr. Friel reported the following information:
 - Legal counsel reported the Bear City property documents are complete and hopeful to close escrow next week.
 - Friday was National Donut Day, Kerri Jex and myself handed out 10 dozen donuts and was well received by all staff.
 - We are continuing to work with Heritage and Dr. Horner on an agreement.

(2) Pending Grant Applications Under Review:

- Mr. Friel reported that we are approved for a \$50,000 grant for Medication Assistance Program and at this time we are reviewing grants to assist with capital purchases.

(3) Organizational Chart:

- Mr. Friel reported that April Early, MSN RN has been added to the Organizational Chart as the ER Manager.

President Boss called for a motion to approve the CEO Report, Grant Report and Organizational Chart as presented. Motion by Board Member Robbins to approve the CEO Report, Grant Report and Organizational Chart as presented. Second by Board Member Baker to approve the CEO Report, Grant Report and Organizational Chart as presented. President Boss called for the vote. A vote in favor was unanimously approved 3/0.

- Board Member Robbins - yes
- President Boss - yes
- Board Member Baker - yes

D. Acceptance of the Finance Report:

(1) April 2019 Financials:

- Mr. Hamblin reported the following information:
 - April day's cash on hand increased 426 days.
 - Surplus for the month \$170,000 over budget.
 - Received IGT monies.

(2) CFO Report:

- Mr. Hamblin reported the following information:
 - AR is continuing to do well.
 - Purchased a retractor for the Surgery Department and cost was approximately \$8,000.

President Boss called for a motion to approve the April 2019 Finance Report and the CFO Report as presented. Motion by Board Member Baker to approve the April 2019 Finance Report and the CFO Report as presented. Second by Board Member Robbins to approve the April 2019 Finance Report and the CFO Report as presented. President Boss called for the vote. A vote in favor was unanimously approved 3/0.

- Board Member Robbins - yes
- President Boss - yes
- Board Member Baker - yes

13. ADJOURNMENT:

President Boss called for a motion to adjourn at 3:36 p.m. Motion by Board Member Robbins to adjourn the meeting. Second by Board Member Baker to adjourn the meeting. President Boss called for the vote. A vote in favor of the motion was unanimously approved 3/0.

- Board Member Robbins - yes
- President Boss - yes
- Board Member Baker - yes

Bear Valley Community Healthcare District Construction Projects 2019

Department / Project	Details	Vendor and all associated costs	Comments	Date Complete
Public Restroom/Acute Kitchen Plumbing Repair	Remove the concrete in areas to access damaged plumbing.	Pride Plumbing/Facilities	Plumbing is not repairable.	
Pyxis Replacement	Pyxis equipment is in place and seismic anchors will be installed soon.	Facilities	Nearly complete, waiting for Pyxis to send last mount that was not received during original delivery.	
SNF TV Project	Facilities is installing the necessary cabling	Facilities	In Progress	
Hospital- Medical Air Compressor	Compressors is failing and no longer meets code requirements	FS Medical	Compressor is being dismantled for installation.	
OR- Remodel & Electrical Repairs	Replace flooring, repair walls & replace LIM's	N/A	In Progress	
SNF Shower Tile Replacement	Replace the old shower tile	N/A	In Progress Tub ordered	

Bear Valley Community Healthcare District Potential Equipment Requirements

Department / Project	Details	Vendor and all associated costs	Comments	Date Complete
Facilities- New Work Truck	Purchase a new truck for the department. Our current truck has numerous issues and it is time for a replacement	Victorville Motors, Mark Christopher Chevrolet, Redlands Ford	This will be included in our capital budget	
Facilities- New utility trailer	Order new trailer that was budgeted for.	Big Tex	Received	

Bear Valley Community Healthcare District Repairs Maintenance

Department / Project	Details	Vendor and all associated costs	Comments	Date Completed
Dietary Plumbing	Drain line under hospital completely plugged in all directions, Facilities and PP repaired some of the broken lines.	Facilities & Pride Plumbing	Completed	
Heli-Pad Lighting	Lights tripped breaker and wires were damaged outside.	Facilities	Completed	

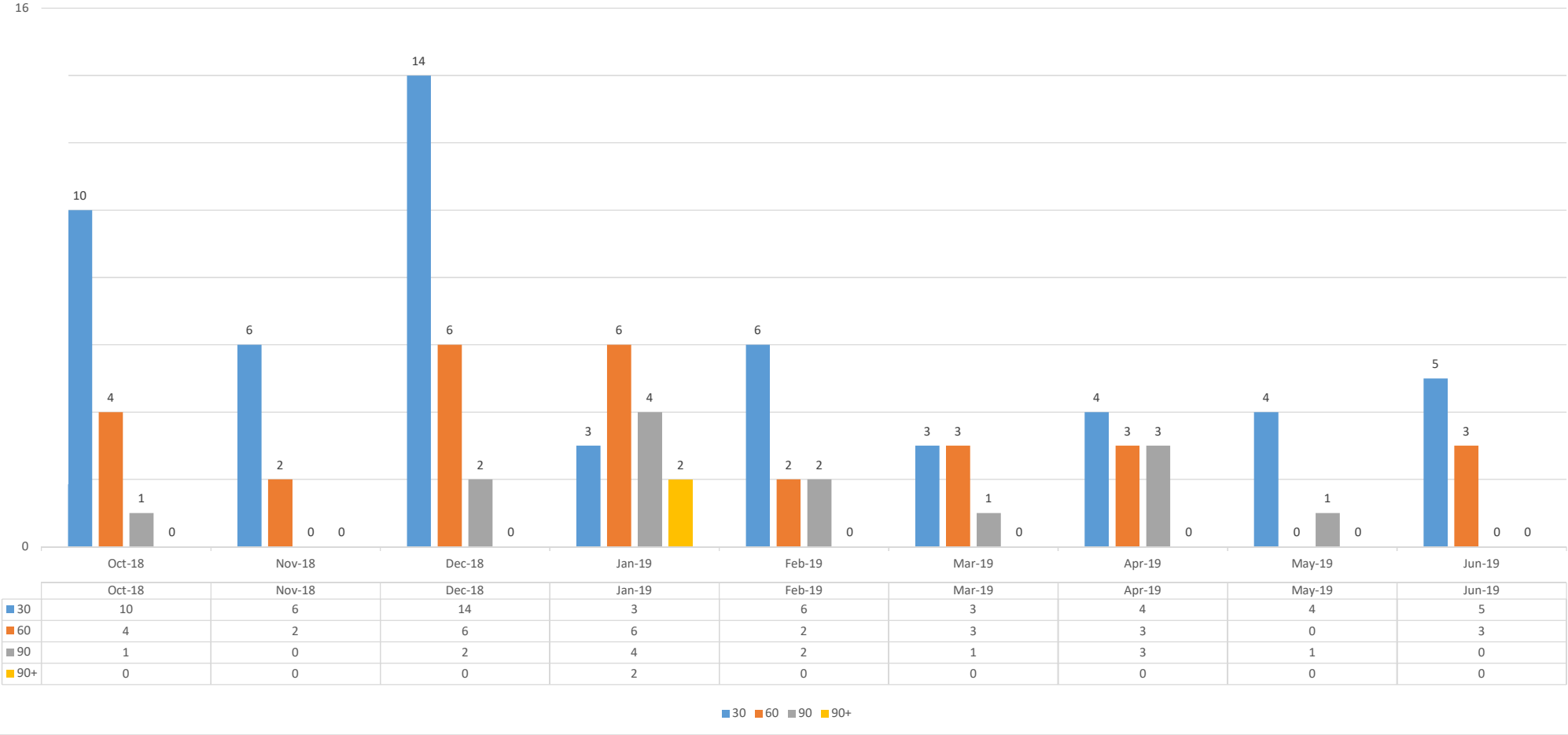


HR Committee/Board Report

June 2019

Staffing	Active: 213 – FT: 143 PT: 13 PD: 57 New Hires: 3 Terms: 2 (1 Voluntary 1 Involuntary) Open Positions: 9																																								
Employee Performance Evaluations	DELINQUENT: See attachment 30 days: 5 60 days: 3 90 days: 0 90+ days: 0 See Attachment																																								
Work Comp	NEW CLAIMS: 1 OPEN: 7 Indemnity (Wage Replacement, attempts to make the employee financially whole) - 6 Future Medical Care – 1 Medical Only – 0 Mod Rate has decreased by 1.50%																																								
Employee File Audit	FILE AUDIT: All up to date All licenses are up to date																																								
Job Descriptions/ Evaluation	Job Descriptions: In process Evaluations: In process																																								
Policies for Review	HR policies are updated awaiting approval from legal																																								
Employee Handbook	Updated – awaiting approval																																								
2020 Benefit Review	CalPers just released rates Benefit brokers are working on quotes for 2020 benefit year																																								
Employee Turnover 2019	Hospital Wide to Date First six months 2018 Total = 14%				By Department <table><tr><th>Department</th><th>Turnover%</th><th>Department</th><th>Turnover%</th></tr><tr><td>ED</td><td>14%</td><td>EVS</td><td>0%</td></tr><tr><td>SNF</td><td>21%</td><td>PT</td><td>0%</td></tr><tr><td>FHC</td><td>3%</td><td>Pharmacy</td><td>20%</td></tr><tr><td>Dietary</td><td>63%</td><td>Radiology</td><td>11%</td></tr><tr><td>Maintenance</td><td>0%</td><td>RT</td><td>55%</td></tr><tr><td>Lab</td><td>14%</td><td>HIM</td><td>67%</td></tr><tr><td></td><td></td><td>Acute</td><td>10%</td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	Department	Turnover%	Department	Turnover%	ED	14%	EVS	0%	SNF	21%	PT	0%	FHC	3%	Pharmacy	20%	Dietary	63%	Radiology	11%	Maintenance	0%	RT	55%	Lab	14%	HIM	67%			Acute	10%				
Department	Turnover%	Department	Turnover%																																						
ED	14%	EVS	0%																																						
SNF	21%	PT	0%																																						
FHC	3%	Pharmacy	20%																																						
Dietary	63%	Radiology	11%																																						
Maintenance	0%	RT	55%																																						
Lab	14%	HIM	67%																																						
		Acute	10%																																						

Past Due Evaluations





Infection Prevention Monthly Report

June 2019

TOPIC	UPDATE	ACTION/FOLLOW UP
1. Regulatory	<ul style="list-style-type: none"> • Continue to receive updates from APIC. • AFL (All Facility Letters) from CDPH have been reviewed. <ul style="list-style-type: none"> ▪ AFL 19-22 was received regarding Enhanced Standard Precautions in long term care facilities. ▪ This is still being interpreted, but may mean increased usage of gowns in SNF but reduced number of residents in contact isolation. Our facility has no incidences of multi-drug resistant organisms among our SNF residents, nor do we have any residents in contact isolation. • Continue NHSN surveillance reporting. • Completion of CMR reports to Public Health per Title 17 and CDPH regulations. <ul style="list-style-type: none"> ▪ 1 CMR submitted for Syphilis in May. ▪ 1 CMR submitted for Lyme disease in June. 	<ul style="list-style-type: none"> • Review ICP regulations. • AFL to be reviewed at Infection Control Committee and Regulatory committee. • Continue Monthly Reporting Plan submissions.
2. Construction	<ul style="list-style-type: none"> ▪ Two ICRA Permits were issued in May. One for installing/ changing out security cameras and one for plumbing repair in the Acute Care kitchen. ▪ None issued in June. 	<ul style="list-style-type: none"> • Work with Maintenance and contractors to ensure compliance.

3. QI	<ul style="list-style-type: none"> Continue to work towards increased compliance with Hand Hygiene <ul style="list-style-type: none"> 93% for May IP has sent hand hygiene monitoring sheets to all the department managers asking them to each complete at least 10 observations per month. Still getting low response rate from department managers on Hand Hygiene monitoring. 	<ul style="list-style-type: none"> Continue monitoring hand hygiene compliance.
4. Outbreaks/ Surveillance	<p>Public Health Report</p> <ul style="list-style-type: none"> There have been several reported cases of Mumps and an increase in chickenpox among ICE detainees in San Bernardino County. If any suspected cases of Measles, Mumps, or any questionable disease, the county must be called for guidance. The IP must also be notified. Still in effect. Community Health Report <ul style="list-style-type: none"> 1 case of MRSA in May 0 MRSA cases in June. 1 case of c-diff in an ED patient in May. 0 cases of c-diff in June. 	<ul style="list-style-type: none"> Informational
5. Policy Updates	<ul style="list-style-type: none"> None this month. 	<ul style="list-style-type: none"> Clinical Policy and Procedure Committee to review and update Infection Prevention policies.
6. Safety/Product	<p>Isolation Cart</p> <ul style="list-style-type: none"> A new isolation cart was made for the Emergency Department. It has been utilized several times already. 	<ul style="list-style-type: none"> Continue to monitor compliance with infection control practices.

7. Antibiotic Stewardship	<ul style="list-style-type: none"> ▪ Pharmacist continues to monitor antibiotic usage. 	<ul style="list-style-type: none"> ▪ Informational.
8. Education	<ul style="list-style-type: none"> ▪ ICP continues to attend the APIC meetings in Ontario when possible. 	<ul style="list-style-type: none"> ▪ ICP to share information at appropriate committees.
9. Informational	<p>Statistics on Immediate Use Steam Sterilization will now be included with the monthly surgery stats and reported to P&T Committee monthly.</p> <ul style="list-style-type: none"> • Number of times IUSS utilized in May = 0 out of 3 surgical cases. • Number of times IUSS utilized in June = 0 out of 18 surgical cases. <p>Culture Follow-Up</p> <ul style="list-style-type: none"> ▪ IP oversees culture follow-up process carried out by clinical managers. ▪ Statistics are presented at P&T monthly. ▪ For May, the average was 0.6 days to resolution with 5 patients needing follow up. 	<ul style="list-style-type: none"> ▪ Informational
<i>Heather Loose, BSN, RN Infection Preventionist Date: July 2, 2019</i>		

Human Resources	Date Reviewed	Action
Absence/Excessive Absenteeism	5/24/2019	Annual review. Revised verbiage to reflect current process and formatted.
Advertising/External Recruitment	5/24/2019	Annual review. Revised verbiage to reflect current process and formatted.
Americans with Disabilities Act	4/12/2019	Annual review. Formatted.
Anniversary Date (Seniority)	5/24/2019	Annual review. Revised verbiage to reflect current process and formatted.
Applications and Resumes	5/24/2019	Annual review. Revised verbiage to reflect current process and formatted.
Bereavement Leave	4/19/2019	Annual review. Revised verbiage to reflect current process and formatted.
Call In/Standby	4/19/2019	Annual review. Revised verbiage to reflect current process and formatted.
Classification of Employees	4/19/2019	Annual review. Changed policy name from "Employment Status". Revised verbiage to reflect current process and formatted.
Compensation for Exempt Employees	4/19/2019	Annual review. Revised verbiage to reflect current process and formatted.
Confidential Information	4/19/2019	Annual review. Revised verbiage to reflect current process and formatted.
Conflict of Interest/Outside Employment	4/19/2019	Annual review. Formatted.
Corrective Action and Discipline	4/19/2019	Annual review. No changes.
Departure Gift Policy	4/19/2019	Annual review. Formatted.
Dress Code	4/12/2019	Annual review. No changes.
Drug and Alcohol Free Workplace	4/19/2019	Annual review. Changed policy name from "Drug and Alcohol Policy". Revised verbiage to reflect current process and formatted.
Education Assistance	4/19/2019	Annual review. No changes.
Employee Assistance Program (EAP)	4/19/2019	Annual review. Formatted.
Employee Handbook	4/19/2019	Annual review. Revised verbiage to reflect current process and formatted.
Employee Recruitment & Selection	4/19/2019	Annual review. Revised verbiage to reflect current process and formatted.
Employment of a Minor	4/19/2019	Annual review. Revised verbiage to reflect current process and formatted.
Employment of a Relative	4/19/2019	Annual review. Formatted.
Employment Reference Checks	4/19/2019	Annual review. Revised verbiage to reflect current process and formatted.
Equal Employment Opportunity	4/19/2019	Annual review. No changes.
Extended Sick Leave	4/19/2019	Annual review. No changes.
FMLA/CFRA Leave of Absence	4/19/2019	Annual review. No changes.
Garnishment of Wages		Recommended to change departments to General Accounting.
Gratuities	4/19/2019	Annual review. Formatted.
Holidays	4/19/2019	Annual review. Formatted.
Hours of Work, Scheduling	4/19/2019	Annual review. Revised verbiage to reflect current process and formatted.
Incentive Pay	4/26/2019	Annual review. Revised verbiage to reflect current process and formatted.
Job Descriptions	4/26/2019	Annual review. Revised verbiage to reflect current process and formatted.
Job Posting/Internal Recruitment	4/26/2019	Annual review. Revised verbiage to reflect current process and formatted.
Jury Duty	4/26/2019	Annual review. Revised verbiage to reflect current process and formatted.
Just Culture	4/12/2019	Annual review. No changes.
Keys		Recommended to change departments to Plant Maintenance.
Lactation Accomodation	4/12/2019	New policy.
Legal Matters Concerning Employees	4/26/2019	Annual review. Formatted.

License, Certification and Mandatory Training Requirements	4/26/2019	Annual review. Formatted.
Mandatory Employment Requirements	4/26/2019	Annual review. Formatted.
Meal and Rest Breaks	4/26/2019	Annual review. Formatted.
Non-Smoking Campus	4/26/2019	Annual review. Revised verbiage to reflect current process and formatted.
Orientation	4/26/2019	Annual review. Revised verbiage to reflect current process and formatted.
Paid Sick Leave	4/19/2019	Annual review. Revised verbiage to reflect current process and formatted.
Paid Time Off	4/19/2019	Annual review. Revised verbiage to reflect current process and formatted.
Payment of Benefits While On An Unpaid Leave	5/24/2019	Annual review. Changed policy name from "Benefits While In Non-Pay Status". Revised verbiage to reflect current process and formatted.
Performance Evaluations	4/26/2019	Annual review. Formatted.
Personal Telephone Calls	4/26/2019	Annual review. Revised verbiage to reflect current process and formatted.
Personnel Records	5/24/2019	Annual review. Revised verbiage to reflect current process and formatted.
Post Job-Offer Physical Assessment	5/24/2019	Annual review. Revised verbiage to reflect current process and formatted.
Pre-Employment Inquiry	5/24/2019	Annual review. Revised verbiage to reflect current process and formatted.
Probationary Period	4/12/2019	Annual review. Revised verbiage to reflect current process and formatted.
Reimbursement for Cell Phone Usage	5/24/2019	Annual review. Revised verbiage to reflect current process and formatted.
Standards of Conduct	5/24/2019	Annual review. Revised verbiage to reflect current process and formatted.
Transfers	5/24/2019	Annual review. Revised verbiage to reflect current process and formatted.
Union Relations	5/24/2019	Annual review. Formatted.
Unlawful Harassment, Discrimination and Retaliation Prevention and Complaint Policy	5/24/2019	Annual review. No changes.
Use of Personal Electronic Devices	5/24/2019	Annual review. Revised verbiage to reflect current process and formatted.
Use of Social Networks	4/12/2019	Annual review. Formatted.
Verification of Licensure/Registration/Certification	5/24/2019	Annual review. Formatted.
Verification Procedures for Immigration Reform ACT 1986	4/12/2019	Annual review. Formatted.

EVS	Date Reviewed	Action Taken
Bedside Commode Cleaning	6/14/2019	Annual review. Revised to reflect current process. Formatted.
Carpet Care	6/14/2019	Annual review. Formatted.
Carpet Extraction	6/14/2019	Annual review. Formatted.
Ceiling Cleaning	6/14/2019	Annual review. Formatted.
Daily Soiled Linen Removal	6/14/2019	Annual review. Formatted.
Damp Mopping Hard Surface Floors	6/14/2019	Annual review. Formatted.
Drinking Fountains	6/14/2019	Annual review. Formatted.
Floor Burnishing	6/14/2019	Annual review. Formatted.
General Cleaning-Non Patient Area	6/14/2019	Annual review. Formatted.
Laboratory Cleaning	6/14/2019	Annual review. Revised to reflect current process. Formatted.
Lobbies	6/14/2019	Annual review. Formatted.
Lost and Found	6/14/2019	Annual review. Formatted.
Medical Waste Storage	6/14/2019	Annual review. Formatted.
Outside Storage Cleaning	6/14/2019	Annual review. Formatted.
Pharmacy Cleaning	6/14/2019	Annual review. Revised to reflect current process. Formatted.
Physical Therapy Cleaning	6/14/2019	Annual review. Revised to reflect current process. Formatted.
Radiology Cleaning	6/14/2019	Annual review. Revised to reflect current process. Formatted.
Resident Personal Laundry	6/14/2019	Annual review. Formatted.
Restroom Cleaning	6/14/2019	Annual review. Formatted.
Shampooing Upholstered Furniture	6/14/2019	Annual review. Formatted.
Wall Washing	6/14/2019	Annual review. Formatted.
Wheelchair Cleaning	6/14/2019	Annual review. Formatted.
Window Cleaning Interior	6/14/2019	Annual review. Formatted.

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BOARD OF DIRECTORS
FINANCE COMMITTEE MEETING MINUTES
41870 Garstin Drive, Big Bear Lake, CA 92315
June 04, 2019**

MEMBERS Donna Nicely, Treasurer
PRESENT: Peter Boss, M.D., President
John Friel, CEO

Garth Hamblin, CFO
Shelly Egerer, Exec. Asst.

STAFF: Kathy Breuer Kerri Jex Mary Norman

**COMMUNITY
MEMBERS:** None

ABSENT: None

OPEN SESSION

1. CALL TO ORDER:

Board Member Nicely called the meeting to order at 1:00 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 June 04, 2019 Finance Committee Meeting Agenda as presented. Second by President Boss to adopt the June 04, 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

4. PUBLIC FORUM FOR OPEN SESSION:

Board Member Nicely opened the Hearing Section for Public Comment on Open Session items at 1:00 p.m. Hearing no request to address the Finance Committee, Board Member Nicely closed the Hearing Section at 1:00 p.m.

5. DIRECTOR'S COMMENTS:

- None

6. APPROVAL OF MINUTES:

- A. April 26, 2019
- B. May 24, 2019

Board Member Nicely motioned to approve the April 26 and May 24, 2019 minutes as presented. Second by President Boss to approve the April 26 and May 24, 2019 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

7. OLD BUSINESS:

A. Discussion and Potential Recommendation to the Board of Directors the Fiscal Year 2019/2020 Operating Budget:

- Mr. Hamblin provided additional information as requested;
 - 61 per diem employees total hours 27,976.81.
 - ER is staffed with per diem's on a seasonal basis.
 - Any vacancy is considered and discussed and the Benchmark Assessment Report is reviewed prior to filling any vacant positions. At this time there is 165.3 FTE's .
 - Capital budget has been updated.
 - Administration is researching the MADDY Fund as requested.
- Board Member Nicely reported the Benchmark Assessment is based on total hours paid with FTE's, per diem is included in the total employee budget, recommendation from the Benchmark Assessment is that the district is 14.4 FTE's over staffed. Board Member Nicely would like the Benchmark Assessment Report to be provided to the full Board of Directors.

Board Member Nicely motioned to have the FY 2019/2020 Operating Budget presented to the Board of Directors. Second by President Boss to have the FY 2019/2020 Operating Budget presented to the Board of Directors. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes

8. NEW BUSINESS*

A. Discussion and Potential Recommendation to the Board of Directors the JWT & Associates, LLP Service Agreement:

- Mr. Hamblin reported we continue to use JWT & Associates. The agreement is a two year agreement at \$25,000, travel expenses are paid by the District.
- The Finance Committee asked if Mr. Tucker could complete the audit presentation via webex, this would allow savings on the travel expense.
- Mr. Hamblin will follow up with Mr. Tucker about the webex.

Board Member Nicely motioned for a positive recommendation to the Board of Directors on the JWT & Associates agreement. Second by Board Member Boss to recommend a positive recommendation to the Board of Directors on the JWT & Associates agreement. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes

B. Discussion and Potential Recommendation to the Board of Directors of the Following Reports:

(1) Fiscal Year 2018 Critical Access Impact Report:

- Mr. Hamblin reported the following information:
 - David Perry completes the report annually.

- For 2018 \$1,094,283 total Medicare impact.

(2) **Allowance for Unpaid Accounts and Bad Debt Allowance Analysis Report, by David Perry w/QHR:**

- Mr. Hamblin reported the following information:
 - David Perry was on site, completing review of unpaid allowance and bad debt.
 - Analysis of special care model update on contractual adjustments.
 - Detox program would be profitable for the District.
 - Management Action Plan:
 - Review historical information and accurately reflect working on ways to implement.
 - Summary bad debt needs to be reviewed.
 - District has reserved funds in case we need to make adjustments
 - Reviews experience to see if we will owe money or will we be owed money.
 - Based on fiscal year, review at least quarterly.
 - At the July meeting 4.0 section will be provided to the Board of Directors.

Board Member Nicely motioned to approve the Bad Debt Allowance Analysis Report and is to be provided to the Board of Directors. Second by President Boss to approve the Bad Debt Allowance Analysis Report and is to be provided to the Board of Directors. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes

9. PRESENTATION AND REVIEW OF FINANCIAL STATEMENTS*

A. April 2019 Finances:

- Mr. Hamblin reported the following:
 - Day's cash on hand has increased 426.
 - \$27.9 million total cash.
 - Surplus of \$283,431 for the month.
 - Patient revenue was over budget by 1.3%.
 - Significant volume in Acute and Swing Days.
 - SNF continues to be under budget.
 - 16 patients.
 - 4 potential patients.
 - ER visits are below budget.
 - Clinic visits are over budget.
 - Net patient revenue is a favorable trend.
 - Total expenses have increased due to dental clinic visits.
 - Salary & wages 2.3% over budget.
 - Purchased services over budget due to Center for Oral Health.
 - Salary and benefits increased.
 - AR days 56.6.
 - Outpatient services under budget.
 - TruBridge employee will begin and will be remote to complete work.
 - District repairs increased 65% due to CT and Digital Mamo; line item required to be updated.

B. CFO Report:

- Mr. Hamblin reported the following:
 - AR 56.2
 - Approved \$8,040 for the purchase of a skin retractor for use by our new surgeon.
 - General surgeon is beginning to see patients

Board Member Nicely motioned to approve the April 2019 Finance Report and CFO Report as presented. Second by Board Member Boss approve the April 2019 Finance Report and 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
- President Boss- yes

10. ADJOURNMENT*

Board Member Nicely motioned to adjourn the meeting at 1:46 p.m. Second by President Boss to adjourn the meeting. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes



MEMO

Date: July 03, 2019
To: Board of Directors
From: John Friel, CEO
Re: David Horner, MD, Physician Clinic Service Agreement
Steven Knapik, DO Clinic Medical Director Service Agreement
James Skoien, LAc Clinic Service Agreement
Jeffery Orr, MD Hospitalist Service Agreement

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

Discussion:

- David Horner, MD Physician Clinic Service Agreement. This is a new agreement in order for Dr. Horner to provide services at the clinic.
- Steven Knapik, DO Clinic Medical Director: this agreement is a renewal. This is a two year agreement.
- James Skoien, LAc Clinic Service Agreement: this agreement is a renewal. This is a two year agreement.
- Jeffery Orr, MD Hospitalist Service Agreement: this agreement is a renewal. This is a two year agreement.

** Legal counsel has reviewed all agreements*

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") is effective on August 1, 2019

BETWEEN

Bear Valley Community Hospital District
41870 Garstin Drive
Big Bear Lake, CA 92315,
(the "Customer")

OF THE FIRST PART

-AND-

David Horner, M.D.
dba David Horner, PC
32652 Safflower Street
Winchester, CA 92596,
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

- A. The Customer operates a Hospital and Rural Health Clinic located at 41870 Garstin Drive, Big Bear Lake, CA (the "Clinic") and wishes to contract with Service Provider for the Service Provider's performance of the Clinic Duties listed and identified in Exhibit C, attached hereto and fully incorporated herein by this reference.
- B. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide the Clinical Services to the Customer.
- C. The Service Provider is agreeable to providing such Clinical Services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Section I. Term of Agreement

1. The term of this Agreement will begin on August 1, 2019 and will remain in full force and effect for three (3) years, expiring on July 31, 2022, subject to early termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

This Agreement is contingent upon Service Provider applying for membership to Bear Valley Community Hospital's Medical Staff, successfully completing the credentialing process, and being granted Medical Staff privileges.

Section II. Termination

2. **Immediate Termination.** Customer may terminate this Agreement immediately upon written notice to Service Provider based on the occurrence of any of the following events:

- a. Service Provider's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
- b. Service Provider's medical staff privileges at the Hospital, or any other healthcare facility, are in any way suspended, revoked, or otherwise restricted;
- c. Medicare and/or Medi-Cal significantly changes the RHC program;
- d. Hospital fails to maintain RHC status;
- e. Service Provider fails to maintain the minimum professional liability insurance coverage;
- f. Service Provider is unable to provide medical services under the terms of this Agreement due to a physical or mental disability, including addiction to alcohol and/or drugs;
- g. Service Provider is convicted of any criminal offense, regardless of whether such action arose out of Service Provider's provision of professional services;
- h. Service Provider commits any act of fraud as determined by reasonable discretion of the Board, whether related to the Service Provider's provision of professional services or otherwise; or
- i. A mutual written agreement terminating this Agreement is entered into between the Customer and Service Provider.

If Service Provider is terminated pursuant to Subsection 2., termination will constitute termination "for cause" unless termination occurs pursuant to Subsections 2.c., 2.d. or 2.i.

3. **Termination for Cause.** Either party may terminate this Agreement for material breach of any term of this Agreement; provided that the non-defaulting party shall give written notice of the claimed default, and the other party shall have 30 days to cure such performance, failing which, this Agreement may thereafter be immediately terminated by the non-defaulting party.

Customer may terminate this agreement if, after 30 days' written notice to Service Provider, Service Provider fails to cure the following violations:

- a. Failure to comply with the standards of the Hospital's Compliance Program, to the extent that such failure results in a material fine and/or sanction from the Medicare or Medi-Cal Program;
- b. Service Provider fails to complete medical records in a timely fashion; or
- c. Service Provider's inability to work with others, including but not limited to patients and staff, in a professional manner.

4. **Termination without Cause.** Either party may terminate this Agreement, without cause, by providing the other party one-hundred twenty (120) days prior written notice.

5. In the event that this Agreement is terminated for any reason, Service Provider shall be entitled to receive only the amount of compensation earned prior to the date of termination, unless provided otherwise in this Agreement.

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

7. Except as otherwise provided in this Agreement, the obligations of the Service Provider will terminate upon Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider, whichever is earlier.

Section III. Service Provider's Clinical Duties; Performance; Insurance

8. During the term of this Agreement Service Provider shall perform the Clinical Duties identified and more fully described in Exhibit C, attached hereto and fully incorporated herein by reference. Customer may modify Service Provider's Clinical Duties from time to time by giving Service Provider fifteen (15) day's prior written notice of same. Unless authorized by Customer in writing, Service Provider's Clinical Duties shall not be deemed to include any work or time spent at Customer's Emergency Room. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

At all times throughout the term of this Agreement, Service Provider shall secure "claims made" professional liability insurance with coverage limits of amounts no less than \$1,000,000 per occurrence and \$3,000,000 in aggregate per year. Invoices for insurance premiums are to be sent directly to Customer for payment of up to 50% or \$5,000.00 in premiums per annual policy term, whichever is less. Following the termination of this Agreement for any reason, Service Provider shall, at Service Provider's sole cost and expense, secure and maintain "tail" insurance with such coverage limits adequate to protect Service Provider and Customer for claims made at least two (2) years following the termination of this Agreement. All insurance policies required of Service Provider hereunder shall name Customer as an additional insured. Service Provider shall provide Customer copies of certificates evidencing said policies upon request.

9. Access to Books and Records. If the value or cost of Services rendered to Customer pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Service Provider agrees as follows:

a. Until the expiration of four (4) years after the furnishing of such Services, Service Provider 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

b. If any such Services are performed by way of subcontract with another organization and the value or cost of such subcontracted services is Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain, and Service Provider shall enforce, a clause to the same effect as subparagraph a. immediately above.

The availability of Service Provider'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 a. and b. of Section 9. shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

Section IV. Compensation

10. For the services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation referenced in Exhibit A. This compensation will be payable on a monthly basis while this Agreement is in force. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law. Service Provider will receive, as extra compensation, items specified in Exhibit B.

Section V. Productivity Incentives

11. Service Provider will be **eligible** to earn additional compensation through productivity incentives, which will be calculated and considered for payment on an annual basis. The basic productivity incentive compensation structure is attached hereto as Exhibit D. There will be an annual reconciliation calculated at the end of each year term. Service Provider's eligibility to receive an annual productivity incentive is contingent upon Service Provider meeting all clinical duties, providing care within the standard of care¹ to all patients served and working at least six (6) months out of the term year.

Section VI. Confidentiality

12. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

Section VII. Non-Solicitation

13. Any attempt on the part of the Service Provider to induce to leave the Customer's employ, or any effort by the Service Provider to interfere with the Customer's relationship with its employees, vendors or other service providers would be harmful and damaging to the Customer.

14. The Service Provider agrees that during the term of this Agreement, and for a period of one (1) year after the termination of the Agreement, the Service Provider will not in any way directly or indirectly:

- a. Induce or attempt to induce any employee, vendor or other service provider of the Customer to quit employment or retainer with the Customer;
- b. Otherwise interfere with or disrupt the Customer's relationship with its employees, vendors or other service providers;
- c. Discuss employment opportunities or provide information about competitive employment to any of the Customer's employees, vendors or other service providers; or
- d. Solicit, entice, or hire away any employee, vendor or other service provider of the Customer.

15. If this Agreement is terminated by Service Provider prior to the expiration of the term stated in Section I., or if Service Provider is terminated for cause, Service Provider hereby agrees that he/she will not, directly or indirectly, induce or attempt to induce Customer's patients to seek medical treatment outside of Customer's facilities. Furthermore, Service Provider is prohibited from using Customer's confidential information to communicate with Customer's patients, vendors or other

¹ Care within the standard of care means that Service Provider uses the level of skill, knowledge, and care in diagnosis and treatment that other reasonably careful family practitioners would use in similar circumstances. (See California Civil Jury Instructions, 502.)

service providers. Should Service Provider terminate the contract prior to the expiration of the term stated in Section I., or if Service Provider is terminated for cause, Service Provider agrees that he/she will not contact patients directly or indirectly. Service Provider agrees that Customer will be responsible for notifying patients and any referring providers of Service Provider's close of practice and departure.

Section VIII. Ownership of Materials; Return of Property

16. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.

17. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

18. Upon the expiration or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Section IX. Assignment

19. The Service Provider shall not assign or otherwise transfer his/her obligations under this Agreement without the prior written consent of the Customer.

Section X. Capacity/Independent Contractor

20. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the services under this Agreement. As an independent contractor, Service Provider will be solely responsible for all applicable State/Federal tax withholdings, and any Workers' Compensation or disability insurance policies. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Service Provider agrees to not bill any third-party for any services rendered under this Agreement and authorizes Customer to bill for any and all services rendered by Service Provider and collect any and all reimbursement received. Service Provider agrees to execute any necessary assignment documents to facilitate Customer's ability to bill, collect and retain any remuneration provided for Service Provider's services. Service Provider acknowledges that he/she may not unilaterally decide to withdraw from any third-party payor plan without prior approval from Customer.

Section XI. Modification of Agreement

21. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Section XII. Notice

22 Any notice required by this Agreement or desired to be given by one party to the other shall be effective when personally delivered (personal service), or two (2) businesses day after the day on which any such notice is sent by overnight mail, addressed as follows:

- a. Bear Valley Community Hospital
Attn: Chief Executive Officer
P.O. BOX 1649,
Big Bear Lake, CA 92315
Fax Number: 909-878-8296

- b. David Horner, M.D.
32652 Safflower Street
Winchester, CA 92596

Section XIII. Costs and Legal Expenses

23. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Section XIV. Time of the Essence

24. Time is of the essence in this Agreement. No extension or variation of this Agreement will as a waiver of this provision.

Section XV. Effect of Agreement; Entire Agreement; Release

25. This Agreement, together with the identified attachments, entirely replaces and supersedes all prior understandings, agreements, and previous contracts between Service Provider and Customer, whether made verbally or in writing.

Section XVI. Limitation of Liability

26. Except as otherwise provided herein, in the event a dispute arises between the parties hereto, the amount of such dispute shall be limited to the maximum amount of compensation to be paid by Customer and received by Service Provider hereunder.

Section XVII. Inurement

27. This Agreement will inure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Section XVIII. Currency

28. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States Dollars.

Section XIX. Titles/Headings

29. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Section XX. Gender

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Section XXI. Governing Law

31. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California.

Section XXII. Dispute Resolution

32. In the event a dispute arises out of or in connection with the terms of this Agreement the parties will attempt to resolve the dispute through meaningful communications and negotiations.

33. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration, pursuant to the rules of the American Arbitration Association, and venue to be had in the County of San Bernardino. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

Section XXIII. Severability

34. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Section XXIV. Waiver

35. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Section XXV. HIPAA Business Associate Agreement

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

Section XXVI. Anti-Harassment/Discrimination/Retaliation

37. 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.

IN WITNESS WHEREOF, Customer and Service Provider have executed this Agreement, if in multiple counterparts each shall be deemed an original, effective the day and year first above written.

Date: _____ By: _____
Peter Boss, M.D. President, Board of Directors
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Date: _____ By: _____
David Horner, M.D.
32652 Safflower Street
Winchester, CA 92596

EXHIBIT A

COMPENSATION

- UNLESS OTHERWISE MUTUALLY AGREED, THE WORK SCHEDULE WILL BE TWO (2) DAYS PER WORK WEEK, TWENTY (20) HOURS PER WEEK, IN THE HOSPITAL AND CLINIC, LOCATED AT 41870 GARSTIN LANE, BIG BEAR LAKE, CA. SERVICE PROVIDER WILL BE AVAILABLE TO PATIENTS AT THE CLINIC A MINIMUM OF TEN (10) HOURS PER SCHEDULED WORK DAY, TWENTY (20) PATIENT HOURS PER WEEK.
- SERVICE PROVIDER WILL WORK FORTY-SEVEN (47) WEEKS PER CONTRACT YEAR.
- FOR THE COVERAGE STATED ABOVE, COMPENSATION WILL BE ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) PER CONTRACT YEAR. COMPENSATION WILL BE PAID MONTHLY (ONE [1] PAYMENT PER MONTH) OVER THE CONTRACT YEAR.

EXHIBIT B

EXTRA COMPENSATION

- CONTINUING MEDICAL EDUCATION COSTS TO BE REIMBURSED PER RECEIPTS RECEIVED UP TO TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) PER CONTRACT YEAR.
- COSTS OF ALL REQUIRED PROFESSIONAL FEES AND LICENSES TO BE REIMBURSED PER RECEIPTS RECEIVED UP TO ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) PER CONTRACT YEAR.
- HEALTH/MEDICAL & DENTAL INSURANCE STIPEND OF FIVE THOUSAND \$5,000.00 TOTAL PER CONTRACT YEAR, PAID MONTHLY OVER THE CONTRACT YEAR.
- RELOCATION AND HOUSING ASSISTANCE LOAN IN THE TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00). A SEPARATE AGREEMENT TITLED "RELOCATION AND HOUSING ASSISTANCE LOAN SERVICE AGREEMENT" HAS BEEN EXECUTED BY SERVICE PROVIDER AND CUSTOMER AND IS HEREBY FULLY INCORPORATED IN BY THIS REFERENCE. THE RELOCATION AND HOUSING ASSISTANCE LOAN AGREEMENT SHALL BE APPENDED TO THIS SERVICE AGREEMENT.

EXHIBIT C

CLINICAL DUTIES

- Providing medical services in Hospital and Clinic, typically required by a Primary Treating Physician. Available medical services shall be established by Hospital and Clinic.
- When medical services are not available at the Hospital or Clinic and in his/her medical judgment it is medically necessary and appropriate, Physician shall seek consultations and refer patients to specialists for additional medical care.
- Rendering professional medical services in a manner that meets or exceeds the standard of care, in accordance with Hospital and Clinic standards of quality and efficiency and in accordance with all applicable rules, regulations and policies and procedures of the Hospital and Clinic.
- Completing patient medical records and reports in timeframes required by Hospital and Clinic or other required entities.
- Cooperating with Hospital and Clinic in the preparation of claim forms for reimbursement and any other reports that may be required to ensure prompt payment for services.
- Supervising Hospital and Clinic's personnel rendering clinical services.
- Prompt notification if any equipment in the Hospital or Clinic is observed to be defective, inoperative, or in disrepair, or if any employee of the Hospital or Clinic is, in the Physician's best judgment, incompetent, inadequately trained, or absent without proper cause.
- Promoting patient and client satisfaction with medical services by responding timely to patient and/or client concerns and/or complaints. Conduct patient and client satisfaction surveys on at least an annual basis to assess Clinic performance and identify areas for improvement.
- Participating in the Hospital's marketing and advertising of the Hospital and Clinic when needed.

EXHIBIT D

ANNUAL PRODUCTIVITY INCENTIVE COMPENSATION STRUCTURE

Level	Total Visits	Per Visit Bonus	Maximum Potential Incentive Per Level
A	3197-3995	\$8.75	\$7,000.00
B	3996-4794	\$9.75	\$7,800.00
C	4795-5593	\$10.75	\$8,600.00
D	5594-6392	\$11.50	\$9,200.00
Total Potential Annual Incentive			\$32,600.00

An annual reconciliation will be calculated following completion of each year of the Agreement term. Customer has thirty (30) days from the end of each year of the Agreement term to pay the annual productivity incentive bonus to Service Provider. If Service Provider's Agreement is terminated by either party, with or without cause, before completion of any annual term, Service Provider is eligible to receive the incentive compensation for that current year only if Service Provider has worked for at least six (6) months of the current Agreement term year. Should Service Provider become indebted to Customer pursuant to the terms of the Relocation and Housing Assistance Loan Service Agreement, which is incorporated to this Agreement by reference, Customer has the right to withhold payment of any annual productivity incentive bonus due to Service Provider to satisfy (partially or in full) any amount owed to Customer by Service Provider.

EXHIBIT E

HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement, effective as of August 1, 2019, is made by and between Bear Valley Community Healthcare District (BVCHD) and David Horner, M.D. for the purpose of compliance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and regulations issued pursuant thereto ("**HIPAA**"). This Agreement amends and is incorporated into any underlying agreement between BVCHD and David Horner, M.D. In consideration of the foregoing and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

SECTION I. DEFINITIONS.

Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean David Horner, M.D.
- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean BVCHD.
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

SECTION II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Within three (3) business days, report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any

security incident of which it becomes aware;

- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (f) Make any amendments to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligations; and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

SECTION III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the BVCHD Agreement for Services dated August 1, 2019.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.
- (e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the

information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

SECTION IV. TERM AND TERMINATION.

- (a) Term. The Term of this Agreement shall be effective upon signing and shall terminate on July 31, 2022 or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, or terminates as authorized in Section II in the Agreement for Service, whichever is sooner.
- (b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.
- (c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
 - 1. Retain only that protected health information which is necessary for business associate to continue his/her proper management and administration or to carry out his/her legal responsibilities;
 - 2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
 - 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
 - 4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section III Permitted Uses and Disclosures By Business Associate related to paragraphs (e) and (f) above which applied prior to termination; and
 - 5. Return to covered entity the protected health information retained by business associate when it is no longer needed by business associate for his/her proper management and administration or to carry out his/her legal responsibilities.
- (d) Survival. The obligations of business associate under this Section shall survive the

termination of this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of each of BVCHD and Business Associate have executed this Agreement as of the Effective Date.

BVCHD:

Business Associate:

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

RELOCATION AND HOUSING ASSISTANCE LOAN SERVICE AGREEMENT

In consideration of the physician relocation and housing assistance loan, David Horner, M.D. ("Service Provider") agrees to the following terms and conditions:

I. ELIGIBILITY

Service Provider warrants as follows:

- A. Service Provider is licensed to practice medicine in California.
- B. Service Provider is a resident of California.

II. LOAN TERMS

- A. This Relocation and Housing Loan Service Agreement is effective for the three (3) year term stated in Service Provider's Agreement for Service, beginning August 1, 2019 and expiring on July 31, 2022.
- B. A \$25,000.00 loan will be paid to Service Provider as follows upon the start of the Agreement term (August 1, 2019).
- C. Following the first completed year of the Agreement term, this loan will be forgiven in the amount of \$8,333.33. Thereafter, the loan will be forgiven in the amount of \$694.44 per month, up to \$8,333.33 per year, for the remainder of the Agreement term.
- D. In the event that Service Provider voluntarily separates from Bear Valley Community Healthcare District ("BVCHD") during the Agreement term or is terminated by BVCHD for cause before completing the agreed upon period of service, the benefits under this agreement terminate immediately. Additionally, Service Provider acknowledges that he/she will be indebted to BVCHD and BVCHD may seek reimbursement of all unforgiven loan benefits, plus interest at the legal rate, paid under this Agreement. Should Service Provider become indebted to BVCHD, and BVCHD exercise its right to repayment under this paragraph, BVCHD will provide written notice to Service Provider, which will include the amount of reimbursement sought by BVHCD and owed by Service Provider. Service Provider shall have 90 (ninety) days after receipt of written notice to reimburse BVCHD the full amount due. BVCHD retains the right to withhold any payment then due and owing to Service Provider to satisfy (partially or in full) the amount Service Provider owes under this paragraph.
- E. Should Service Provider fail to reimburse BVCHD within the ninety (90) day time period, or should any other dispute arise concerning BVCHD's right to reimbursement, the matter shall be submitted to binding arbitration, which may be commenced by either party upon giving written notice to the other party.

- F. The parties agree that any arbitration commenced pursuant to Section II. E. shall be conducted in accordance with the rules of the American Arbitration Association and venue for the proceeding will be held in San Bernardino County. There shall be one impartial third-party arbitrator. The prevailing party in any such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.
- G. Service Provider is responsible for any tax consequences or other obligations which may result from either the loan payments made hereunder and/or termination of such payments and/or the collection of any indebtedness.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SERVICE PROVIDER

DATE

BVCHD

DATE

PHYSICIAN COMPENSATION SURVEY

Key:

AMGA

Cejka Search

Compdata Surveys
& Consulting

ECG Management Consultants¹

Jackson Physician Search

The Medicus Firm¹

Merritt Hawkins²

Medical Group
Management Association

Pacific Companies¹

Pinnacle Health Group¹

Sullivan, Cotter & Associates
medical groups (M)

Sullivan, Cotter & Associates¹
physicians (P)

ANESTHESIOLOGY

	Compensation range:	% change
	\$447,796 to \$354,357	2015-16
MGMA	\$447,796	(1.95%)
Sullivan-M	\$428,888	(0.10%)
AMGA	\$415,685	(0.21%)
ECG	\$408,444	9.10%
Pacific	\$406,000	(1.22%)
Sullivan-P	\$403,549	0.58%
Jackson	\$402,000	NA
Medicus	\$401,000	3.08%
Merritt	\$376,000	(5.29%)
Compdata	\$368,700	3.05%
Pinnacle	\$354,357	1.70%
Cejka	NA	NA

CARDIOLOGY (INVASIVE)

	Compensation range:	% change
	\$673,900 to \$431,804	2015-16
Compdata	\$673,900	12.62%
Sullivan-M	\$614,714	2.85%
Sullivan-P	\$605,844	2.85%
AMGA	\$598,675	2.49%
MGMA	\$588,638	3.88%
Merritt	\$563,000	3.30%
Pacific	\$554,000	2.40%
ECG	\$541,072	8.80%
Medicus	\$454,000	(4.62%)
Pinnacle	\$431,804	(14.28%)
Cejka	NA	NA
Jackson	NA	NA

CARDIOLOGY (NON-INVASIVE)

	Compensation range:	% change
	\$489,459 to \$391,624	2015-16
Sullivan-M	\$489,459	5.78%
AMGA	\$485,945	0.47%
MGMA	\$470,610	3.99%
Sullivan-P	\$462,550	4.64%
Pacific	\$461,000	4.30%
ECG	\$449,607	9.30%
Jackson	\$436,000	NA
Merritt	\$428,000	(13.18%)
Compdata	\$424,000	(12.32%)
Pinnacle	\$391,624	(6.28%)
Cejka	NA	NA
Medicus	NA	NA

GENERAL SURGERY

	Compensation range:	% change
	\$441,262 to \$312,889	2015-16
Sullivan-M	\$441,262	4.01%
Sullivan-P	\$414,609	3.21%
AMGA	\$413,047	(0.19%)
Merritt	\$411,000	8.73%
MGMA	\$407,519	(0.52%)
ECG	\$404,081	6.37%
Pacific	\$398,000	3.11%
Medicus	\$379,000	2.16%
Compdata	\$375,400	3.50%
Jackson	\$367,000	NA
Cejka	\$350,455	6.47%
Pinnacle	\$312,889	(3.70%)

HOSPITALIST

	Compensation range:	% change
	\$292,687 to \$238,000	2015-16
Sullivan-M	\$292,687	5.57%
MGMA	\$285,102	2.28%
Sullivan-P	\$284,495	7.62%
AMGA	\$281,500	2.23%
Pacific	\$272,000	1.12%
ECG	\$269,472	5.07%
Medicus	\$266,000	2.31%
Merritt	\$264,000	6.02%
Cejka	\$258,429	24.02%
Pinnacle	\$257,348	3.74%
Compdata	\$244,200	9.21%
Jackson	\$238,000	NA

INTENSIVIST

	Compensation range:	% change
	\$400,232 to \$273,400	2015-16
Sullivan-M	\$400,232	2.17%
AMGA	\$400,000	0.08%
ECG	\$399,791	8.40%
Pacific	\$391,000	6.54%
Sullivan-P	\$386,420	3.05%
MGMA	\$381,000	(4.31%)
Merritt	\$380,000	8.57%
Pinnacle	\$303,771	(4.82%)
Compdata	\$273,400	1.79%
Cejka	NA	NA
Jackson	NA	NA
Medicus	NA	NA

INTERNAL MEDICINE

	Compensation range:	% change
	\$275,752 to \$211,364	2015-16
Sullivan-M	\$275,752	4.15%
Sullivan-P	\$262,640	3.29%
AMGA	\$259,765	4.08%
Merritt	\$257,000	8.44%
Medicus	\$255,000	(1.16%)
ECG	\$252,750	5.15%
Compdata	\$251,000	1.13%
MGMA	\$247,954	0.26%
Pacific	\$246,000	1.65%
Jackson	\$237,000	NA
Pinnacle	\$233,034	3.35%
Cejka	\$211,364	(6.93%)

ORTHOPEDIC SURGERY

	Compensation range:	% change
	\$621,113 to \$465,556	2015-16
Sullivan-M	\$621,113	5.92%
MGMA	\$592,019	2.66%
Sullivan-P	\$591,322	5.45%
AMGA	\$581,092	(0.17%)
Medicus	\$581,000	4.68%
Merritt	\$579,000	11.13%
Pacific	\$579,000	2.84%
ECG	\$574,910	5.63%
Compdata	\$534,700	4.70%
Jackson	\$526,000	NA
Pinnacle	\$468,772	7.76%
Cejka	\$465,556	5.41%

PATHOLOGY

	Compensation range:	% change
	\$375,473 to \$253,100	2015-16
Sullivan-M	\$375,473	5.60%
AMGA	\$373,794	2.79%
ECG	\$363,003	7.70%
MGMA	\$354,814	3.58%
Sullivan-P	\$343,048	6.54%
Pinnacle	\$326,301	54.65%
Merritt	\$290,000	6.62%
Compdata	\$253,100	(8.06%)
Cejka	NA	NA
Jackson	NA	NA
Medicus	NA	NA
Pacific	NA	NA

PEDIATRICS

	Compensation range:	% change
	\$259,862 to \$183,600	2015-16
Sullivan-M	\$259,862	0.67%
Sullivan-P	\$244,178	0.00%
ECG	\$242,084	9.90%
AMGA	\$241,116	2.49%
Merritt	\$240,000	7.14%
Medicus	\$229,000	2.69%
MGMA	\$228,068	(1.49%)
Pacific	\$227,000	1.34%
Compdata	\$215,000	(2.80%)
Jackson	\$207,670	NA
Cejka	\$202,500	(2.41%)
Pinnacle	\$183,600	(13.7%)

PLASTIC SURGERY

	Compensation range:	% change
	\$550,840 to \$335,117	2015-16
Sullivan-M	\$550,840	3.10%
AMGA	\$528,283	3.58%
Sullivan-P	\$510,909	0.51%
MGMA	\$509,561	2.68%
ECG	\$493,445	7.80%
Pacific	\$398,000	(1.00%)
Compdata	\$380,900	14.49%
Merritt	\$350,000	2.34%
Pinnacle	\$335,117	0.03%
Cejka	NA	NA
Jackson	NA	NA
Medicus	NA	NA

Note: Figures represent average total annual cash compensation, which includes salary and bonuses. Percentages rounded.

¹Company provided preliminary data. ²Company data tracks average starting salaries for physicians, rather than average incomes.



Contract Cover Sheet

Contract Name: Steven Knapik, D.O.

Purpose of Contract: Rural Health Clinic (s) Medical Director Service Agreement

Contract # / Effective Date / Term 10/01/19 through 09/30/2021

Originating Dept. Name / Number: _____

Department Manager

Signature:

[Signature]

Date:

6.26.19

BAA: ☒ Yes ☐ No

W-9: ☒ Yes ☐ No

<u>Administrative Officer</u>	Signature:	<u>NA</u>	Date:	<u>NA</u>
<u>HIPAA/Privacy Officer</u> (as appropriate)	Signature	<u>NA</u>	Date:	<u>NA</u>
<u>Legal Counsel</u>	Signature:	<u>via email</u>	Date:	<u>6/27/19</u>
<u>Compliance Officer</u>	Signature:	<u>Mary Norman</u>	Date:	<u>6/25/19 FMV?</u>
<u>Chief Financial Officer</u>	Signature:	<u>[Signature]</u>	Date:	<u>1 July 2019</u>
<u>Chief Executive Officer</u>	Signature:	<u>[Signature]</u>	Date:	<u>7-1-19</u>
<u>Board of Directors</u> When Applicable	Signature	<u>[Signature]</u>	Date:	_____

1. Final Signatures on Contract, BAA & 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: _____
4. Copy of Contract/BAA/W-9 scanned/mailed to Controller and Legal:
(if applicable) Date: _____

Contract Cover Sheet

CONFIDENTIAL NOTICE:

Note: This document and attachments are covered by CA Evidence Code 1157 and CA Health and Safety Code 1370.
NOTICE TO RECIPIENT: If you are not the intended recipient of this, you are prohibited from sharing, copying or otherwise using or disclosing its contents. If you have received this document in error, please notify the sender immediately by reply email and permanently delete this document and any attachments without reading, forwarding or saving them. Thank you
Updated 5/2017

**RURAL HEALTH CLINIC MEDICAL DIRECTOR AGREEMENT
BETWEEN
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
AND
STEVEN KNAPIK, D.O.**

THIS MEDICAL DIRECTOR AGREEMENT ("Agreement") is made and entered into as of the 1st of October 2019 by and between Bear Valley Community Healthcare District ("Hospital"), a public entity, and Steven Knapik, D.O. ("Director").

RECITALS

WHEREAS, Hospital, a licensed California hospital, has been certified Federally/state to operate a hospital-based 95-210 Rural Health Clinic ("RHC"), under which Hospital may contract with and physicians and physician extenders to provide medical treatment to RHC patients. The RHC will be referred to as the Clinic herein.

WHEREAS, Director is licensed by the Osteopathic Medical Board of California to practice medicine, is board certified by the American Board of Internal Medicine and is qualified to perform the services of Director of Hospital's Clinic.

WHEREAS, Hospital desires to retain the services of Director to serve in capacity as Interim Medical Director of Bear Valley's Rural Health Clinic and Director desires to so contract with Hospital.

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF DIRECTOR.

A. SERVICES. During the term of this Agreement, Director shall serve as the Interim Medical Director of the Clinic and shall perform the duties and obligations set forth below.

B. COORDINATION OF SERVICES.

1. Shall be available in person or by electronic communication at all times when staff providing services in the clinic are caring for patients.
2. Shall countersign and date medical records, as required by law, written by non-physician members of the clinic within seven (7) working days of the care that was given.
3. Provide assistance and guidance to the non-physician members of the clinic regarding the clinical issues as needed.
4. Assists Hospital in the selection and evaluation of clinic mid-level practitioners.
5. Maintains status as a Medi-Cal and Medicare provider.
6. Maintains active medical staff privileges at Hospital.
7. Be a liaison to appropriate medical staff committees relevant to the clinic.
8. At least annually, reviews and takes recommendations as necessary to revise clinic policies and procedures.
9. Reviews records and reports of patient service in the clinic to promote quality of patient care.

10. Maintains adequate activity records (logs) including time sheet, of Director's duties performed. Time sheet will be submitted to administration no later than the 10th date of the following month. (Exhibit A)
11. Provides on-site services in compliance with all applicable Medicare/Medicaid rules and regulations pertaining to the clinic in order to assure certification.
12. Assists in providing and coordinating educational opportunities for the mid-level practitioners within the clinic.
13. Annually performs direct observation/supervision with mid-level practitioners during patient clinic visit.
14. Acts as clinical consultant to the staff and all other professional disciplines.
15. Keeps appropriate individuals aware of issues, changes and/or pertinent problems in the department and within the scope of responsibility. Advises appropriate personnel of situations requiring follow up attention.
16. Supports BVCHD's value of continuous improvement in the quality of service by suggesting practical solutions to respond to changing regulations and customer needs.
17. Participates in the identification, accomplishment and evaluation of BVCHD goals.

C. **ACCESS TO BOOKS AND RECORDS.** Upon request of the Secretary of Health and Human Services for the Comptroller General or any of their duly authorized representatives, the Director 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 Director 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, Director 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.

D. If Director is permitted to and carries 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 any other individual or organization, Director agrees to specify that all terms of this Agreement shall be explicitly made applicable to any subcontractor and that a copy of this Agreement shall be attached to any subcontract for services and explicitly incorporated by reference into said subcontract.

E. **Qualifications.** Director shall be a member in good standing in the "active staff" category of Hospital's Medical Staff. Director shall be duly licensed and qualified to practice medicine in the State of California.

F. **Notification of Certain Events.** Director shall notify Hospital in writing within three (3) business days after the occurrence of any one or more of the following events:

1. Director's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
2. Director becomes the subject of any suit, action or other legal proceeding arising out of Director's professional services;
3. Director is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
4. Director becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;
5. Director becomes incapacitated or disabled from practicing medicine;
6. Any act of nature or any other event occurs which has a material adverse effect on Director's ability to perform the Services;
7. Director changes the location of the Services;

8. Director is charged with or convicted of a criminal offense; or
9. Director is debarred, suspended, or otherwise excluded from any federal and/or state health care payment program by action of the Office of Inspector General of the Department of Health and Human Services or Medi-Cal Office, or by any equivalent or coordinating governmental agencies.

SECTION II. REPRESENTATIONS AND WARRANTIES

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

- A. Director is not bound by any agreement or arrangement which would preclude Director from entering into, or from fully performing the services required under this Agreement;
- B. Director's license to practice medicine in the State of California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;
- C. Director's medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- D. Director shall perform the services required hereunder in accordance with: (1) all applicable federal, state, and local laws, rules and regulations; (2) all applicable standards of care of the Department of Health Services or other relevant accrediting organizations; (3) participate in continuing education as necessary to maintain licensure, maintain board certification, maintain professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession; and (4) all applicable Bylaws, Rules and Regulations of Hospital and its Medical Staff;
- E. Director has not in the past conducted and is not presently conducting, Director's medical practice in such a manner as to cause Director 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; and
- F. Director has, and shall maintain throughout the term of this Agreement, an unrestricted license to practice medicine in the State of California and staff membership privileges at Hospital.

SECTION III. INDEPENDENT CONTRACTOR.

In performing the services herein specified, Director 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. Director shall be liable for Director's own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor, Director is responsible for filing such tax returns and paying such self-employment taxes as may be required by law or regulations.

SECTION IV. COMPENSATION.

At the end of each month Director shall submit to the District a completed and signed Director Monthly Administrative Services Log (Exhibit A). Upon receipt of completed and signed log, and for services rendered under this Agreement, Hospital shall pay Director, compensation of \$1,500.00 (one thousand five hundred dollars) per month.

SECTION V. COMPLIANCE.

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

At a minimum, Director is expected to:

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

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

SECTION VI. TERM.

Unless terminated early in accordance with Section VII below, this Agreement is effective from, October 1, 2019 until September 30, 2021.

SECTION VII. EARLY TERMINATION.

A. Hospital may terminate this Agreement immediately upon written notice to Director in the event that:

1. Director's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
2. Director's medical staff privileges at the Hospital are in any way suspended, revoked, or otherwise restricted;
3. Medicare and/or MediCal significantly changes the RHC program;
4. Hospital fails to maintain RHC status;
5. Director's Professional Services Agreement is terminated or expires;
6. Director'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;
7. Neglect of professional duty by Director 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;
8. The failure of Director to make a timely disclosure required pursuant to Section I, subdivision F;
9. Breach by Director of any of the confidentiality provisions under this Agreement;
10. Failure by Director to maintain the insurance required under this Agreement;

11. The conviction of Director of a criminal offense related to health care, or the listing of Director by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation; or
12. Director is removed from office by the Medical Executive Committee according to any applicable Medical Staff Bylaws.

B. Either party may terminate this Agreement for material default, provided that the non-defaulting party shall give written notice of the claimed default, and the other party shall have 30 days to cure such performance, failing which, this Agreement may thereafter be immediately terminated by the non-defaulting party.

C. Either party may terminate this agreement, without cause, upon ninety (90) days prior written notice to the other party unless mutually agreed upon.

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

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

SECTION VIII. CONFIDENTIALITY.

Director 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 Director 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. Director is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and drug Abuse Patient Records as codified at 42 C.F.R. Chapter 1, Part, enacted pursuant to 42 U.S.C. 290ee, and agrees to be separately bound by a Business Associate Agreement drafted pursuant to HIPAA as set forth in Public Law 104-191, as codified at 42 U.S.C. 1301 et seq.

SECTION IX. INSURANCE.

A. **Director Duties.** District shall purchase insurance against liability arising from Director's administrative services undertaken within the course and scope of this Interim Medical Director Agreement.

B. **Professional Liability.** Director shall keep continuously in force during the entire term of this Agreement a claims made professional liability insurance policy with minimum limits of liability of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate covering Director for Professional Medical Services provided under this Agreement. Director will provide District advance written notice of any coverage changes or cancellation of the policy. Director will provide District with evidence of coverage as stated above, showing professional liability coverage. All professional liability coverage must meet the requirements of the Medical Staff and Medical Staff Bylaws.

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

SECTION X. ASSIGNMENT.

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

SECTION XI. NOTICES.

The notice required by this Agreement shall be effective 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

Director: Steven Knapik, DO
42002 Fox Farm Rd.
Big Bear Lake, CA 92315

SECTION XII. PRE EXISTING AGREEMENT.

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

SECTION XIII. DISTRICT NOT PRACTICING MEDICINE.

This Agreement shall in no way be construed to mean or suggest that District 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 Director is conditioned on any requirement that Director make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital. The parties further acknowledge that Director is not

restricted from establishing staff privileges at, referring any service to, or otherwise generating any business for any other facility of Director's choosing.

SECTION XVIII. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XIX. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

EXECUTED IN DUPLICATE ORIGINALS ON THE DATE AND YEAR SET FORTH BELOW.

Dated: _____ **By:** _____
Director Peter Boss, M.D. President, Board of
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____ **By:** _____
Steven Knapik, D.O.
P.O. Box 7007
Big Bear Lake, CA 92315



Contract Cover Sheet

Contract Name: James Skoien, L.A.c, dba Healthy Practices

Purpose of Contract: Acupuncturist Service Agreement

Contract # / Effective Date / Term: August 01, 2019 through July 31, 2021

Originating Dept. Name / Number:

Department Manager

Signature:

Smurwick

Date:

6-26-19

BAA: ☐ Yes ☐ No

W-9: ☐ Yes ☐ No

<u>Administrative Officer</u>	Signature:	<u>NA</u>	Date:	<u>NA</u>
<u>HIPAA/Privacy Officer</u> (as appropriate)	Signature	<u>NA</u>	Date:	<u>NA</u>
<u>Legal Counsel</u>	Signature:	<u>na email</u>	Date:	<u>7/2/19</u>
<u>Compliance Officer</u>	Signature:	<u>Mary Norp...</u>	Date:	<u>6/25/19 FMV?</u>
<u>Chief Financial Officer</u>	Signature:	<u>[Signature]</u>	Date:	<u>1 July 2019</u>
<u>Chief Executive Officer</u>	Signature:	<u>[Signature]</u>	Date:	<u>7-1-19</u>
<u>Board of Directors</u> When Applicable	Signature	<u>[Signature]</u>	Date:	<u> </u>

1. Final Signatures on Contract, BAA & 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:
4. Copy of Contract/BAA/W-9 scanned/mailed to Controller and Legal: (if applicable) Date:

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

NOTICE TO RECIPIENT: If you are not the intended recipient of this, you are prohibited from sharing, copying or otherwise using or disclosing its contents. If you have received this do (3 8) error, please notify the sender immediately by reply email and permanently delete this document and any attachments without reading, forwarding or saving them. Thank you

Updated 5/2017



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
ACUPUNCTURIST AGREEMENT FOR SERVICES AT THE RURAL HEALTH CLINICS
WITH
JAMES SKOEN, L.Ac. DBA HEALTHY PRACTICES**

THIS ACUPUNCTURIST AGREEMENT ("Agreement") is made and entered into as of the 14th day of September 2019 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and James Skoen, L.Ac, dba Healthy Practices ("Acupuncturist").

RECITALS

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

WHEREAS, Acupuncturist is licensed by the California Department of Consumer Affairs – Acupuncture Board to practice acupuncture, and is qualified to perform the services for the Family Health Clinic patients.

WHEREAS, Hospital desires to retain the services of Acupuncturist to provide professional services, and Acupuncturist desires to so contract with Hospital to furnish those services.

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF ACUPUNCTURIST.

- A. SERVICES. During the term of this Agreement, Acupuncturist agrees to the following:
1. Acupuncturist shall provide acupuncture services at the Clinic on an as needed basis as agreed upon by Hospital and Acupuncturist.
 2. Acupuncturist will supply all instruments or other items needed to carry out the acupuncture services. Acupuncturist agrees to only use instruments and supplies that comply with industry standards, any and all applicable regulations including, but not limited to, California Code of Regulations, Title 16, Section 1399.454, and to purchase such instruments and supplies from reputable sources.
 3. Acupuncturist shall be responsible for disposing of any supplies or instruments used as required by any and all applicable rules and regulations governing the practice of acupuncture.
 4. Acupuncturist shall maintain records for all patients consistent with standard industry practices and shall provide such other record keeping and administrative

services as may be reasonably requested by Hospital. All medical records remain the property of the Hospital.

5. Acupuncturist shall cooperate with any quality management and utilization management programs instituted by Hospital.

B. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of Services rendered to Hospital pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a twelve- month period, Acupuncturist agrees as follows:

1. Until the expiration of four (4) years after the furnishing of such Services, Acupuncturist shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Secretary's duly-authorized representative, the Comptroller General, or the Comptroller General's duly-authorized representative, such books, documents and records as may be necessary to certify the nature and extent of the cost of such Services; and
2. If any such Services are performed by way of subcontract with another organization and the value or cost of such subcontracted services is Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain, and Acupuncturist shall enforce, a clause to the same effect as subparagraph 1. immediately above.

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

C. Acupuncturist will not carry out any of the duties of the Agreement through a subcontract.

D. **ETHICS.** In performing services under this Agreement, Acupuncturist shall use his/her best and most diligent efforts and professional skills; perform professional supervisory services; render care to patients in accordance with and in a manner consistent with the high standards of medicine; and comply with the Hospital's rules and regulations.

E. In respect to Acupuncturist's performance of Acupuncturist's professional duties, the Hospital shall neither have nor exercise control or direction over the specific methods by which Acupuncturist performs Acupuncturist's professional clinical duties. The Hospital's sole interest shall be to ensure that such duties are rendered in a competent, efficient and satisfactory manner.

F. Acupuncturist recognizes that the professional reputation of the Hospital is a unique and valuable asset. Acupuncturist shall not make any negative, disparaging or unfavorable comments regarding the Hospital or any of its owners, officers and/or employees to any person, either during the term of this Agreement or following termination of this Agreement.

G. **NOTIFICATION OF CERTAIN EVENTS.** Acupuncturist shall notify Hospital in writing within three (3) business days after the occurrence of any one or more of the following events:

1. Acupuncturist's clinical privileges at any facility are denied, suspended, restricted, revoked or voluntarily relinquished;
2. Acupuncturist becomes the subject of any suit, action or other legal proceeding arising out of Acupuncturist's professional services;

3. Acupuncturist is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
4. Acupuncturist becomes the subject of any disciplinary proceeding or action before any state's acupuncture board or similar agency responsible for professional standards or behavior;
5. Acupuncturist becomes incapacitated or disabled from practicing medicine;
6. Any act of nature or any other event occurs which has a material adverse effect on Acupuncturist's ability to perform the Services under this Agreement;
7. Acupuncturist changes the location of his/her offices;
8. Acupuncturist is charged with or convicted of a criminal offense; or
9. Acupuncturist is debarred, suspended, or otherwise excluded from any federal and/or state health care payment program by action of the Office of Inspector General of the Department of Health and Human Services or Medi-Cal Office, or by any equivalent or coordinating governmental agencies.

H. **COORDINATION OF SERVICES.** Acupuncturist shall cooperate with Hospital, through its Chief Executive Officer, in connection with providing the Services.

SECTION II. REPRESENTATIONS AND WARRANTIES

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

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

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

SECTION III. INDEMNIFICATION OF LIABILITY.

Acupuncturist 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) any acts or omissions of Acupuncturist; (2) any violations of federal, state, or local statutes or regulations arising out of or resulting from any act, error or omission of Acupuncturist; (3) the use of any copyrighted materials or patented inventions by Acupuncturist; or (4) Acupuncturist'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, Acupuncturist 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. Acupuncturist shall be liable for Acupuncturist's own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor, Acupuncturist is responsible for filing such tax returns and paying such self-employment taxes as may be required by law or regulations.

SECTION V. COMPENSATION.

At the end of each month, Acupuncturist shall submit to the administration a completed time sheet of time spent in the Family Health Clinic seeing patients. Upon receipt of completed and signed

provider time sheet for services rendered under this Agreement, Hospital shall pay Acupuncturist, as for sole compensation hereunder, on a fee per visit basis at \$65.00 (Sixty-Five Dollars) per visit. A billable visit is a face to face encounter where services are rendered at a level that justifies a clinic charge of 99201 or higher for a new patient, or 99212 or higher for an established patient, or 99381 or higher for a preventative medicine visit. "No charge/courtesy" visits are not eligible for provider payment. Hospital will provide Acupuncturist a list of patients seen per Hospital records that supports the payment made to Acupuncturist. All patient billings for Acupuncturist services remain the property of Hospital. Monthly payments to Acupuncturist shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.

SECTION VI. COMPLIANCE.

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

At a minimum, Acupuncturist is expected to:

1. Be aware of those procedures which affect the Acupuncturist and which are necessary to implement the Compliance Program, including the mandatory duty of Acupuncturist 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 Acupuncturist'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 Acupuncturist'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 September 14, 2019 to September 13, 2021; however this Agreement is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

- A. Hospital may terminate this Agreement immediately upon written notice to Acupuncturist based on the occurrence of any of the following events:
1. Acupuncturist's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
 2. Acupuncturist's privileges at the Hospital, or any other healthcare facility, are in any way suspended, revoked, or otherwise restricted;
 3. Medicare and/or Medi-Cal significantly changes the RHC program;
 4. Hospital fails to maintain RHC status;
 5. Acupuncturist Services Agreement is terminated or expires;
 6. Acupuncturist'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. Acupuncturist fails to complete patient records in a timely fashion;
 8. Acupuncturist fails to maintain the minimum professional liability insurance coverage;

9. Acupuncturist inefficiently manages patients and such inefficient management has not been cured after 30 days written notice from the Hospital;
10. Acupuncturist's inability to work with and relate to others, including, but not limited to patients and ancillary staff, in a respectful, cooperative and professional manner and such inability has not been cured after 30 days written notice from the Hospital;
11. Acupuncturist is unable to provide services under the terms of this Agreement due to a physical or mental disability;
12. Acupuncturist becomes impaired by the use of alcohol or the abuse of drugs;
13. Acupuncturist is convicted of any criminal offense, regardless of whether such action arose out of Acupuncturist's provision of professional services;
14. Acupuncturist commits any act of fraud as determined by reasonable discretion of the Board whether related to the Acupuncturist's provision of services or not; or
15. A mutual written agreement terminating this Agreement is entered into between the Hospital and Acupuncturist.

B. Either party may terminate this Agreement for material breach; provided that the non-defaulting party shall give written notice of the claimed default, and the other party shall have 30 days to cure such performance, failing which, this Agreement may thereafter be immediately terminated by the non-defaulting party.

C. Either party may terminate this Agreement, without cause, by providing the other party forty-five (45) days prior written notice.

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

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

SECTION IX. CONFIDENTIALITY.

Acupuncturist 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 Acupuncturist 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. Acupuncturist is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records as codified at 42 C.F.R. Chapter 1, Part 2, enacted pursuant to 42 U.S.C. 290ee, and agrees to be separately bound by a Business Associate Agreement drafted pursuant to HIPAA as set forth in Public Law 104-191, as codified at 42 U.S.C. 1301 et. seq.

SECTION X. INSURANCE.

PROFESSIONAL LIABILITY. Acupuncturist shall procure and maintain a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Acupuncturist as the named insured, and such policy shall cover any acts of Acupuncturist'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. Acupuncturist 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 Acupuncturist 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. Acupuncturist 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, Acupuncturist shall give Hospital written notice thereof within thirty (30) business days of Acupuncturist's receipt of such notification from any of its insurers. In the event Acupuncturist fails to procure, maintain or pay for said insurance as required in this section, Hospital shall have the right, but not the obligation to obtain such insurance. In that event, Acupuncturist 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.

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

SECTION XII. NOTICES.

Any notice required by this Agreement or desired to be given by one party to the other shall be effective when personally delivered (personal service), or two (2) businesses day after the day on which any such notice is sent by overnight mail, addressed as follows:

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

Acupuncturist: James Skoien, L.Ac.
PO Box 3705
Big Bear Lake, CA 92315

SECTION XIII. PRE EXISTING AGREEMENT.

This Contract replaces and supersedes any and all prior arrangements or understandings by and between Hospital and Acupuncturist 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 acupuncture and/or medicine.

SECTION XV. ENTIRE AGREEMENT.

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

SECTION XVI. SEVERABILITY.

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

SECTION XVII. GOVERNING LAW.

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

SECTION XVIII. REFERRALS.

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

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

The parties are prohibited from engaging in any discriminatory, harassing, or retaliatory conduct, and Acupuncturist 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. President, BOD
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____ By: _____
James Skoien, Lac
PO Box 3705
Big Bear Lake, CA 92315



Contract Cover Sheet

Contract Name: Jeffery Orr, M.D.

Purpose of Contract: Hospitalist Service Agreement

Contract # / Effective Date / Term: August 01, 2019 through July 31, 2021

Originating Dept. Name / Number: _____

Department Manager

Signature:

Smersick

Date: _____

BAA: ☒ Yes ☐ No

W-9: ☒ Yes ☐ No

<u>Administrative Officer</u>	Signature:	<u>NA</u>	Date:	<u>NA</u>
<u>HIPAA/Privacy Officer</u> (as appropriate)	Signature	<u>NA</u>	Date:	<u>NA</u>
<u>Legal Counsel</u>	Signature:	<u>via email</u>	Date:	<u>7/2/19</u>
<u>Compliance Officer</u>	Signature:	<u>Mary Norman</u>	Date:	<u>6/25/19 FMV?</u>
<u>Chief Financial Officer</u>	Signature:	<u>[Signature]</u>	Date:	<u>1 July 2019</u>
<u>Chief Executive Officer</u>	Signature:	<u>[Signature]</u>	Date:	<u>7/1/19</u>
<u>Board of Directors</u> When Applicable	Signature	_____	Date:	_____

1. Final Signatures on Contract, BAA & 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: _____
4. Copy of Contract/BAA/W-9 scanned/mailed to Controller and Legal:
(if applicable) Date: _____

Contract Cover Sheet

CONFIDENTIAL NOTICE:

Note: This document and attachments are covered by CA Evidence Code 1157 and CA Health and Safety Code 1370.
NOTICE TO RECIPIENT: If you are not the intended recipient of this, you are prohibited from sharing, copying or otherwise using or disclosing its contents. If you have received this document in error, please notify the sender immediately by reply email and permanently delete this document and any attachments without reading, forwarding or saving them. Thank you
Updated 5/2017



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PHYSICIAN AGREEMENT FOR HOSPITALIST SERVICES
WITH
JEFFERY ORR, M.D.**

THIS PHYSICIAN AGREEMENT FOR HOSPITALIST SERVICES ("Agreement") is made and entered into as of the 1st day of August, 2019 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Jeffery Orr, M.D., ("Physician").

RECITALS

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

WHEREAS, Physician is licensed by the Medical Board of California to practice medicine, board certified in family medicine and is qualified to perform physician services for the hospital's Clinic patients.

WHEREAS, Hospital and Physician desire to enter into this Agreement pursuant to which Physician shall provide Hospitalist Services, and Physician desires to so contract with Hospital to furnish those services.

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

A. SERVICES. During the term of this Agreement, Physician agrees to the following:

1. Physician shall render such Hospitalist Services as may be required for the care and treatment of Hospital's inpatients requiring said services in accordance with the prevailing standard of care in the community, including 24 hour on-call coverage as scheduled by mutual agreement between Hospital Administration and Physician.
2. Physician shall complete and maintain adequate and proper medical records with respect to all patients examined and treated in accordance with standard industry practices and shall provide such other record keeping and administrative services as may be reasonably requested by Hospital. All medical records remain the property of the Hospital.
3. Physician shall cooperate with any quality management and utilization management programs instituted by Hospital.

B. ACCESS TO BOOKS AND RECORDS. If the value or cost of Services rendered to Hospital pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a twelve- month period, Physician agrees (49) follows:

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

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

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

6. Any act of nature or any other event occurs which has a material adverse effect on Physician's ability to perform the Services under this Agreement;
7. Physician changes the location of his offices;
8. Physician is charged with or convicted of a criminal offense; or
9. Physician is debarred, suspended, or otherwise excluded from any federal and/or state health care payment program by action of the Office of Inspector General of the Department of Health and Human Services or Medi-Cal Office, or by any equivalent or coordinating governmental agencies.

H. **COORDINATION OF SERVICES.** Physician shall cooperate with Hospital, through its Chief Executive Officer, in connection with providing the Services.

SECTION II. REPRESENTATIONS AND WARRANTIES

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

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

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

SECTION III. INDEMNIFICATION OF LIABILITY.

Physician agrees to indemnify, defend and hold harmless Hospital and its governing board, officers, employees and agents from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), alleged to be caused by or arising from: (1) the negligent or intentional acts, errors, or omissions of Physician; (2) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent or intentional acts, errors or omissions of Physician, including those relating to Physician's billing practices; (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 AND BILLING FOR PHYSICIAN SERVICES.

- A. On a monthly basis, Hospital shall pay Physician, as sole compensation hereunder, a fee of \$1,400 per 24 hour shift. Monthly payments to Physician shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.
- B. Physician shall be solely responsible for billing and submitting claims to third party payors, including all government sponsored programs, for Professional Services rendered pursuant to this Agreement. Physician shall also be solely responsible for collecting payment from any such third party payors. Physician agrees to follow all applicable rules, regulations, laws and policies pertaining to billing practices.

SECTION VI. COMPLIANCE.

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

At a minimum, Physician is expected to:

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

SECTION VII. TERM.

This Agreement is effective from August 01, 2019 to July 31, 2021; however this Agreement is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

- A. Hospital may terminate this Agreement immediately upon written notice to Physician based on the occurrence of any of the following events:
1. Physician's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
 2. Physician's medical staff privileges at the Hospital, or any other healthcare facility, are in any way suspended, revoked, or otherwise restricted;
 3. Medicare and/or Medi-Cal significantly changes the RHC program;
 4. Hospital fails to maintain RHC status;
 5. Physician Services Agreement is terminated or expires;
 6. Physician's failure to comply with the standards of the Hospital's Compliance Program, to the extent that such failure results in material fine and or sanction from Medicare or Medi-Cal Program;
 7. Physician fails to complete medical records in a timely fashion;
 8. Physician fails to maintain the minimum professional liability insurance coverage;
 9. Physician inefficiently manages patients and such inefficient management has not been cured after 30 days written notice from the Hospital;
 10. Physician's inability to work with and relate to others, including, but not limited to patients and ancillary staff, in a respectful, cooperative and professional manner and such inability has not been cured after 30 days written notice from the Hospital;
 11. Physician is unable to provide medical services under the terms of this Agreement due to a physical or mental disability;
 12. Physician becomes impaired by the use of alcohol or the abuse of drugs;
 13. Physician is convicted of any criminal offense, regardless of whether such action arose out of Physician's provision of professional services;

14. Physician commits any act of fraud as determined by reasonable discretion of the Board whether related to the Physician's provision of professional services or otherwise; or
15. A mutual written agreement terminating this Agreement is entered into between the Hospital and Physician.

B. Either party may terminate this Agreement for material breach provided that the non-defaulting party shall give written notice of the claimed default, and the other party shall have 30 days to cure such performance, failing which, this Agreement may thereafter be immediately terminated by the non-defaulting party.

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

D. This Agreement may be terminated automatically upon mutual written agreement terminating This Agreement entered into by Hospital and Physician.

E. **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.

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

SECTION IX. CONFIDENTIALITY.

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

SECTION X. INSURANCE.

PROFESSIONAL LIABILITY. Physician shall 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 his/her insurers.

SECTION XI. ASSIGNMENT.

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

SECTION XII. NOTICES.

Any notice required by this Agreement or desired to be given by one party to the other shall be effective when personally delivered (personal service), or two (2) businesses day after the day on which any such notice is sent by overnight mail, addressed as follows:

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

Physician: Jeffrey Orr, M.D.
PO Box 207
Fawnskin, CA 92386

SECTION XIII. PRE EXISTING AGREEMENT.

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

SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.

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

SECTION XV. ENTIRE AGREEMENT.

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

SECTION XVI. SEVERABILITY.

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

SECTION XVII. GOVERNING LAW.

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

SECTION XVIII. REFERRALS.

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

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XX. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

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

Dated: _____ By: _____
Peter Boss, MD President, Board of Directors
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____ By: _____
Jeffery Orr, M.D.
PO Box 207
Fawnskin, CA 92386



MEMO

Date: 7/2/2019

To: The Board of Directors

From: The Medical Executive Committee

Re: Medical Staff Bylaws, Rules and Regulations

Recommendation: We ask the Board of Directors to approve the Medical Staff Bylaws amendment as presented.

Background:

An addition to the Medical Staff Bylaws and Rules and Regulations of Bridge Orders has been completed by Legal Counsel along with the Medical Staff. Bridge Orders will replace "admission orders" as "holding orders" due to the Emergency Department Physicians not all holding admitting privileges. Revisions have been made in the following areas and are attached here to.

- Medical Staff Bylaws: page 39-40, addition of section 5.4.
- Rules & Regs: Section A, subsection 3.

5.4 HOLDING/BRIDGE ADMISSION ORDERS

If admission from the Emergency Department to the Acute Unit is medically necessary and admitting orders cannot be obtained from the patient's admitting physician, then the Emergency Department physician is authorized to write holding or "bridge" in-patient admission orders to cover the time period until the admitting physician comes to the hospital. At no time shall holding/bridge orders for inpatient admission have a duration of more than 8 hours. On the admitting physician's first visit with the patient, the admitting physician shall discontinue all prior holding/bridge orders and enter in his/her own orders for the admission.

Holding/bridge orders from an ED physician are meant to include essential treatment and assessment parameters upon the patient's initial admission to an inpatient bed only. They are meant to serve as the bridge before complete admission orders are provided by the admitting physician (or designee). Notwithstanding this, it shall remain the admitting physician's responsibility to timely visit the patient and for providing inpatient care. The ED physician in no way assumes this responsibility by writing holding/bridge orders.

MEDICAL STAFF/RULES & REGULATIONS

A. ADMISSION AND DISCHARGE OF PATIENTS

1. The Hospital shall accept patients for care and treatment without discrimination on the basis of race, color, sex, age, marital status, religion, ancestry or national origin, subject to the limitations of the Hospital's facilities, personnel and the medical services it provides.
2. Patients shall be admitted subject to the Hospital's medical scope of service and capacity to treat the patient. Patients who do not fall under the scope of service will be transferred in accordance with applicable law to an appropriate facility unless (in the opinion of the attending physician documented in the clinical record) transfer would be medically detrimental to the patient's life and health. Transfers will be effected as soon as possible. Until such transfer is made, appropriate precautions shall be taken to protect the health and safety of the patient and of other patients, and Hospital employees and staff. No patients shall be transferred to another facility until arrangements have been made for admittance to such facility. Every attempt will be made to notify their family (or other responsible party) for such a transfer.
3. A patient may be admitted to the Hospital only by a member of the Medical Staff with admitting privileges or, in limited circumstances, an Emergency Department physician only if authorized by the Hospital to issue holding or "bridge" inpatient admission orders. All holding/bridge orders shall have a set duration of 8 hours only and, on the first patient visit by the admitting staff member, the holding/bridge orders shall discontinue and the admitting staff member shall enter in their own orders for the admission. All staff members shall be governed by the official admitting policy of the Hospital.
4. A member of the Medical staff with appropriate clinical privileges shall be responsible for the complete and continuous medical care and treatment of each patient in the Hospital, for the prompt completion and accuracy for the medical record, for necessary special instructions, and for transmitting reports of the condition of the patient to the referring physician and to the patient's family and others involved in the patient's care, subject to legal and privacy limitations. Whenever these responsibilities are transferred to another staff member, a note covering the transfer of responsibilities shall be entered on the order sheet of the medical record and an off-service note written by the responsible physician on the Progress Notes.
5. In an emergency case in which it appears the patient will have to be admitted to the Hospital, the staff member shall, when possible, first contact the admitting department to ascertain whether there is an available bed. Physicians admitting emergency cases shall be prepared to justify that the admission was a bonafide emergency. The history and physical examination must clearly justify the patient being admitted on an emergency basis, and these findings must be recorded on the patient's chart as soon as possible after admission.

EMERGENCY BRIDGE ORDERS

Admitting Physician: _____

Admitting Diagnosis: _____

Date	Time	Physician's Orders and Signatures
		I certify that inpatient hospital services are necessary.
		Place in observation.

The patient care/case has been discussed with Dr. _____ who agrees to assume the care of the patient. Call Admitting physician immediately for further orders, clarification of orders or change in patient's condition. If patient has not been evaluated by Admitting Physician, review these orders with the Admitting Physician within 8 hours of admission.

Code Status: <input type="checkbox"/> Full Code <input type="checkbox"/> DNR <input type="checkbox"/> See POLST	<input type="checkbox"/> Telemetry
Diet: <input type="checkbox"/> Regular <input type="checkbox"/> Clear Liquid <input type="checkbox"/> Cardiac <input type="checkbox"/> NPO <input type="checkbox"/> Diabetic (____cal) <input type="checkbox"/> NPO after MN <input type="checkbox"/> Renal	Vital Signs: <input type="checkbox"/> Q4° or _____
02: NC @____L/min	Activity: <input type="checkbox"/> As Tolerated <input type="checkbox"/> Bedrest
IV Access: <input type="checkbox"/> IV Lock <input type="checkbox"/> IV Fluids _____ @ _____ ML/HR	Foley Cath to gravity: <input type="checkbox"/> I & O <input type="checkbox"/> Daily Weights <input type="checkbox"/>

Authorization is hereby given to dispense the generic chemical equivalent unless otherwise indicated by the physician.

Medications:

1. _____
2. _____
3. _____
4. _____

Additional Orders:

These orders expire in 8 hours or once the admitting physician is contacted.

Physician Signature: _____

Place Patient Sticker Here

- Ensure ED Medication Administration Record accompanies these orders Prior to patient transfer.



Board Report

July 2019

CEO Evaluation

We will be discussing the annual CEO evaluation at the August Board meeting.

Associate Vice President – Finance

Ken Ward who has served as our Region's AVP has accepted CFO position at hospital in Tennessee so he can have more time at home. We are currently recruiting a replacement.

New Board Member Education

Board Basics is QHR's education and orientation program for new Trustees. It will be held on August 2 in Nashville.

Trustee Conference

Our next Trustee Conference will be the week of March 2, 2020 in Phoenix. More details to come.

Community Health Needs Assessment

This engagement has been initiated and is scheduled for the third quarter.

Consulting for FY20

FY19 is almost complete. I will be working with John and Garth to identify consulting needs for next year. If Board Members have requests for consulting engagements, please let one of us know.

Upcoming Education Events – July

Webinars (all times Central):

Board Leadership Series - Community Health Needs Assessments

Tuesday, July 9, 2019 | 12:00 pm - 1:00 pm CST

Clinical Documentation Integrity: Facing the Challenges

Tuesday, July 16, 2019 | 10:30 am - 11:30 am CST

Critical Access Hospitals Reimbursement 101

Tuesday, July 16, 2019 | 2:00 pm - 3:00 pm CST

Managing Claim Production and Interpreting Insurance Remittance Payments, Contractuals & Denials

Thursday, July 18, 2019 | 10:30 am - 11:30 am CST



Classroom:

Case Management Boot Camp

July 10-12, Brentwood, TN

Patient Financial Services (PFS) Managers Boot Camp

July 23-25, 2019

Other

- Ron Vigus is planning to attend the Board meeting.

Upcoming Projects

- Community Health Needs Analysis – scheduled for 3rd Quarter

Completed Projects

- Contractual Accounts and Bad Debt Analysis
- 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	<ul style="list-style-type: none"> CDPH was onsite for one SNF self-report.
2. Budget/Staffing	<ul style="list-style-type: none"> Overtime and call offs are assessed each shift. Flexing of staff is done daily as warranted by census. Department Managers have received approved budgets for upcoming fiscal year.
3. Departmental Reports	
<ul style="list-style-type: none"> Emergency Department 	<ul style="list-style-type: none"> ED volumes remain at budget MERCY was onsite to do "water emergencies" training with staff. MERCY provided additional helicopter safety training with ED staff. Bedside report is being implemented. ED team working on sepsis policy and procedures. Working with pharmacy and informatics to update and standardize medication information in pyxis, IV pump, EHR and reference materials. Envision is preparing for announcement of new ED Medical Director- anticipated start will be 8/1.
<ul style="list-style-type: none"> Acute 	<ul style="list-style-type: none"> Swing Census currently at 1
<ul style="list-style-type: none"> Skilled Nursing 	<ul style="list-style-type: none"> Grand Opening of the Van was held. Outings to the park, bowling and bingo have taken place. Bathtub and tile replacement to be started soon. Quarterly QAPI meeting will be held 7/2. SNF Medical Director will be providing an in-service for all SNF staff 7/2.
<ul style="list-style-type: none"> Surgical Services 	<ul style="list-style-type: none"> Orthopedic procedures are being done weekly. Ophthalmic procedures are being done monthly. First cases with Dr. Kondal, General Surgery, were completed. OR staff is working on central sterile certifications. Staff will be getting training on new scope equipment.

<ul style="list-style-type: none"> ▪ Case Management 	<ul style="list-style-type: none"> ▪ DON and Eligibility Worker are working on referrals for SNF residents and Swing patients. ▪ Case Management will be attending “QHR Case Management Boot Camp”.
<ul style="list-style-type: none"> ▪ Respiratory Therapy 	<ul style="list-style-type: none"> ▪ RT is conducting fit testing for all employees. ▪ RT is preparing for capital purchases: PAPRs & baby warmer. ▪ 1 PD RT position is open.
<ul style="list-style-type: none"> ▪ Physical Therapy 	<ul style="list-style-type: none"> ▪ PT Director will be out on FMLA for 6-8 weeks, one of the Physical Therapists will serve as a “lead” during this time.
<ul style="list-style-type: none"> ▪ Food and Nutritional Services 	<ul style="list-style-type: none"> ▪ FNS department will be starting “Taste of the World” recipes from various countries will be selected for demo in the cafeteria. ▪ A Father’s Day BBQ was held for SNF residents. ▪ A Quality Improvement project is ongoing, utilizing the California Association of Healthcare Facilities Guidelines for: <ul style="list-style-type: none"> ○ Proper labeling, storage and rotation of food ○ Safe food storage ○ Hand Hygiene monitoring ○ Administrative Rounding ○ Staff Competencies ○ Forms/ tracking tools implemented for multiple areas in the kitchen
4. Infection Prevention	<ul style="list-style-type: none"> ▪ Hand Hygiene monitoring continues. ▪ Infection Preventionist is rounding weekly to educate staff on hand hygiene and infection issues. ▪ Working closely with clinical departments for infectious disease planning.
5. Quality Improvement	<ul style="list-style-type: none"> ▪ Interview with BETA and photo of BVCHD was submitted to BETA for the GEM award BVCHD will be receiving at the next symposium. ▪ Next Patient and Family Advisory Council meeting will be held in August. ▪ Re-admissions workgroup has been initiated. ▪ SCORE survey department debriefs are almost complete. Managers will be presented with results from debriefs/ action items in July.
6. Policy Updates	<ul style="list-style-type: none"> ▪ Policies reviewed weekly by Policy and Procedure committee.
7. Safety & Products	<ul style="list-style-type: none"> ▪ Workplace Violence training is being provided to all BVCHD staff. ▪ Workplace Violence reports are submitted to CalOSHA on an ongoing basis. ▪ Disaster coordinators attended ICEMA surge drill debrief and HPP meeting.

8. Education	<ul style="list-style-type: none"> ▪ BLS Classes scheduled monthly, ACLS & PALS scheduled quarterly ▪ Quarterly clinical skills day scheduled for August 17th. ▪ Attended Western Region Flex conference- tuition and travel expenses provided by Flex grant program. ▪ Attended HASC CNO quarterly meeting- Riverside. ▪ BVCHD will be partnering with MCH to provide a Certified Emergency Nurse review course for RNs.
9. Information Items/Concerns	<ul style="list-style-type: none"> ▪ BVCHD will be partnering with the DAISY foundation to recognize outstanding nurses, one nurse per year will be honored with an official award.
Respectfully Submitted by: <i>Kerri Jex, CNO</i> <i>Date: June 27th, 2019</i>	

2019 Surgery Report

Apr-19

Physician	# of Cases	Procedures
Critel - CRNA	1	LESI
Pautz - DO	2	ORIF Finger
Pautz - DO	2	ORIF Hand
Pautz - DO	1	ORIF Wrist
Pautz - DO	1	Reconstruct ulnar collateral ligament of thumb
Pautz - DO	1	Acromioplasty, rotator cuff repair, biceps tenodesis shoulder
Tayani	6	Cataracts
Total	14	

May-19

Physician	# of Cases	Procedures
Critel - CRNA	4	LESI
Critel - CRNA	2	Knee injections
Critel - CRNA	1	Hip Injections
Critel - CRNA	1	Thumb Injection
Pautz - DO	1	ORIF ankle
Pautz - DO	1	Repair non-union clavicle
Pautz - DO	1	Excision of mass on leg
Tayani	0	Cataracts
Total	11	

Jun-19

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

Jul-19

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



CHIEF EXECUTIVE OFFICER REPORT

June 2019

CEO Information:

BVCHD Foundation conducted the SNF Van reveal event on June 14, 2019. The event was well attended.

BVCHD 45th Birthday Celebration is scheduled for August 17 at Erwin Lake Ranch Park. (Attachment)

BVCHD Annual Health Fair is scheduled for September 21, 2019. We look forward to another successful event.

The clinic received a \$50,000 grant; Medication Assisted Treatment (MAT). This funding will ensure that the delivery of MAT facilitates positive treatment outcomes, safe management of care transitions and long term recovery for patients with opioid and other substance use disorders.

Attachments:

QHR Board Minutes

Quorum Board Minutes

Addressing Changes in the Healthcare Landscape



Vantage Suite, Part 1 | Vantage Workforce Productivity uses Data to Drive Innovation, Care Quality, and Costs Savings

June 2019

What is the Vantage App Suite?

Vantage provides intuitive solutions that allow facilities to manage more effectively and efficiently, ultimately leading to increased facility sustainability and improved patient care. There are six applications within the Vantage App Suite with plans to expand the suite functionality by implementing our product roadmap. Vantage Apps currently available include:

- Workforce Productivity
- Supply AdVantage
- CAH Reimbursement Modeler
- Contract Master
- Benchmarking
- MyQuorum

We will go over each one in detail and how they relate to cost savings for your hospital in upcoming Board Minutes. This month we will focus on Vantage Workforce Productivity and the new Daily features.

Vantage Workforce Productivity App

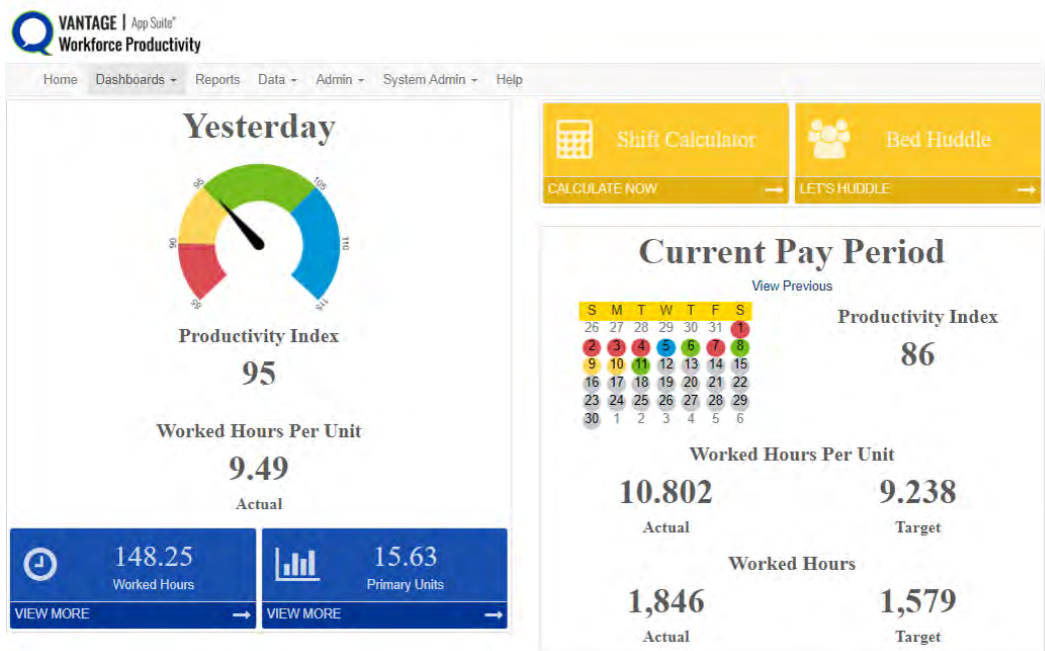
The Vantage Workforce Productivity App has effective dashboards with useful metrics that allow users to view their hospital's productivity performance and identify opportunities to improve outcomes. These dashboards ensure you are set up for sustainability. If the ratio within the dashboard consistently shows that you are spending more than what's required in revenue and resources, the cost to keep your hospital running could be exponential.

You cannot simply "cut" your way to sustainability though. You must build a strategy by continuously measuring and monitoring the Productivity Index, which is a predictive shift calculator based on 85-115 worked hours per unit.

Dashboards are available at the hospital, rollout and department level and they provide metrics beyond just your productivity score. They include detailed information about your Overtime, Labor Expense Per Unit of Service, Variance to Target and more. They also include drill down capabilities to view the underlying drivers impacting the facility's productivity performance, enabling them to identify and drive improvement opportunities.

QHR created these effective dashboards

because we believe to be successful in the evolving landscape of value-based healthcare, hospitals and health systems must focus on what we've identified as the seven touchstones to sustainability: consumer, market, medical resources, innovation, leadership, finance and quality. The Workforce Productivity App combines **innovation, finance and quality**. This ensures complete control on labor cost strategy at sustainable levels within the Productivity Index instead of the misleading thought of "cutting to prosperity."



The Vantage Workforce Productivity App is more than a software solution. It provides the information and tools needed to implement flexible staffing standards and monitor performance. With this tool, leaders can make better hiring decisions, quickly adjust staffing levels and more easily manage overtime and agency usage.

This tool ensures the ability to optimize staffing levels based on the following:

- Set custom targets that meet or exceed national benchmarks and reflect their unique operating environment.
- Improve cost center efficiency with targets and reports specific to each department.
- Have greater flexibility around optimizing staffing volumes in order to continuously adjust as patient volumes fluctuate.
- Detect trends and get insights into how metrics like productivity, overtime usage, and skill mix change over time and how those changes impact financial goals.

“Productivity in your organization is important to manage because it is the largest line item on labor and work force; we must pay attention to it.”

–Michele Mayes, SVP, Provider Solutions

Key Takeaways

- **Short-term Cost-Cutting Tactics Provide Only Temporary Relief.**
 - ♦ Current average annual costs growth rates are at 4.5% for short-term cost-cutting tactics. This guarantees organizations will continue to face upward cost pressures.
- **Wholesale Labor Cuts Cause Irreparable Harm to both Workforce Stability and Care Quality.**
 - ♦ A Healthcare Financial Management study found that hospitals and health systems engaging in across-the-board cuts were **twice as likely to experience statistically significant increase in patient mortality.**
 - ♦ If there is a **culture of productivity-mindfulness**, it can optimize staffing to improve quality care for patients.
- **Updates to the App Make it Easier for the User.**
 - ♦ Our new hospital level dashboard identifies your **highest and lowest performing areas** without the need to search for them among the department detail reports. **View sortable listings of all departments and their key metrics, allowing you to compare all departments from one location.**
 - ♦ Advanced Data Integration Capabilities
 - Allows integration between the facility’s back end systems with Vantage to provide near real time data.
 - Allows you to **systematically schedule integrated data feeds**, increasing data integrity while reducing manual effort.
 - Allows administrators to **drill down into hours and dollars by pay type, job position and employee so that managers can better manage their labor expenses.** Revenue and usage reports can also be set up to pull departmental statistics such as patient days, procedures, visits and more.
- **Daily Productivity vs. Biweekly/Monthly Productivity.**
 - ♦ There used to be two distinct and separate Productivity tools – these have been merged into a single tool that supports Workforce Productivity monitoring options based on the clients’ needs including per payroll as well as the new Daily offering. This is now all offered in a single App. The new Daily features, which are supported by the data integration capabilities, eliminate the need for facility users to automatically perform data loads. **Timely data allows for timely action.**

With the Vantage App Suite, hospitals and health systems can now leverage data to drive efficiencies as well as care in hospitals, ultimately saving costs for the organization. Vantage Workforce Productivity helps hospitals (1) measure, monitor, and manage staffing effectiveness, (2) control department specific targets to achieve optimum productivity and (3) control labor costs by simply viewing aggregate and daily performance information.

Resources:

For more information about Vantage Workforce Productivity please check out these links or contact:

Valerie Landkammer, AVP of Product Development, vlandkammer@qhr.com or

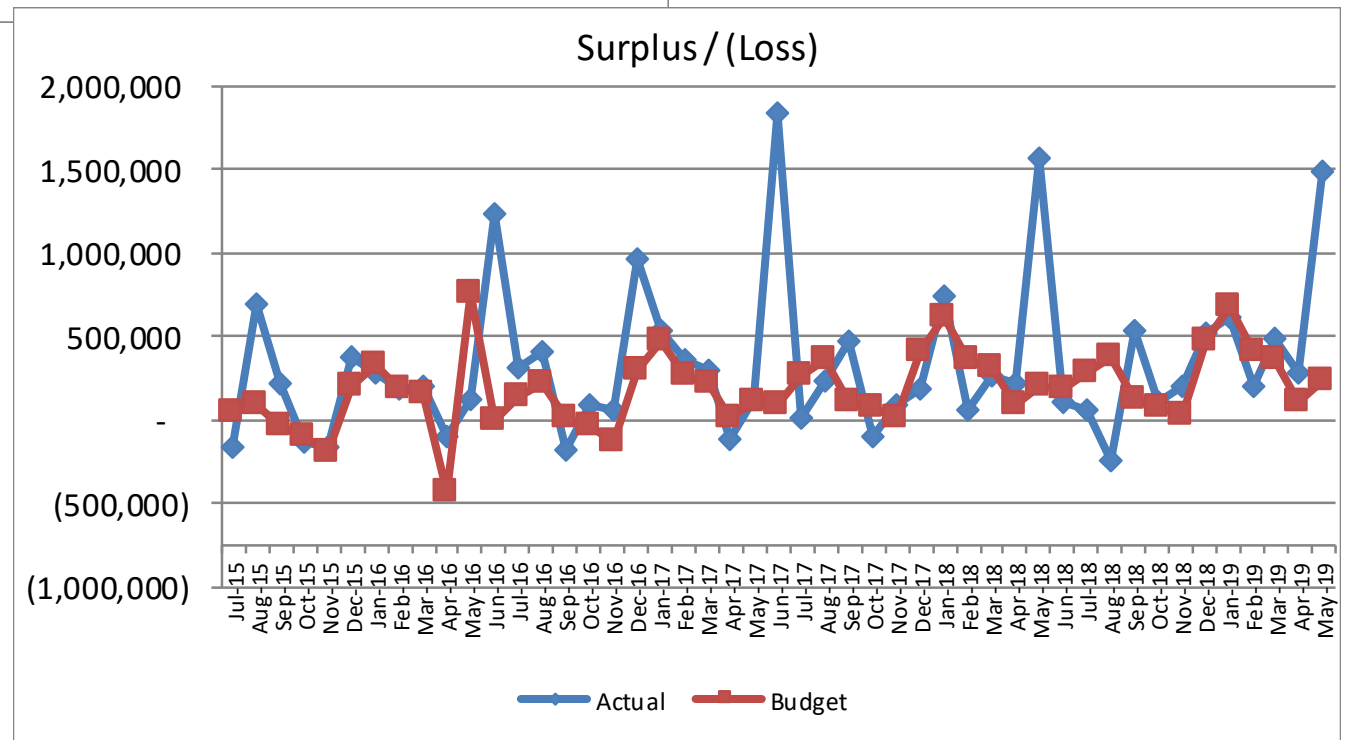
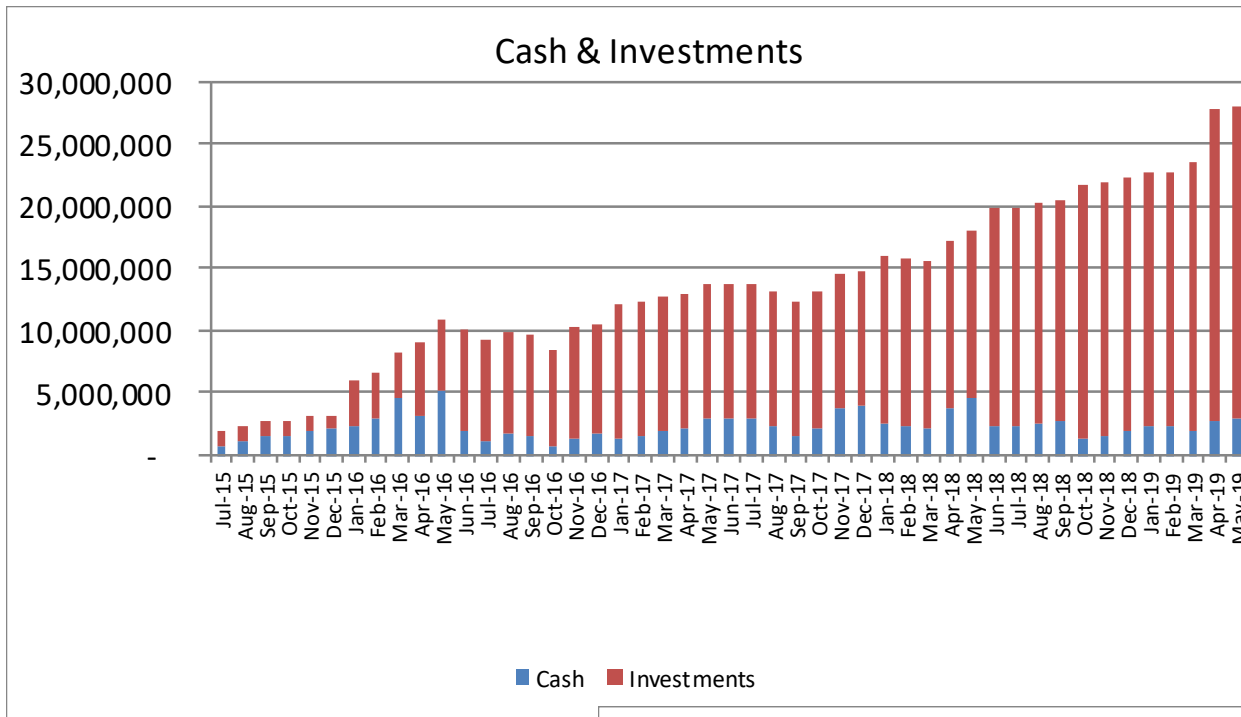
Michele Mayes, SVP, Provider Solutions, mmayes@qhr.com



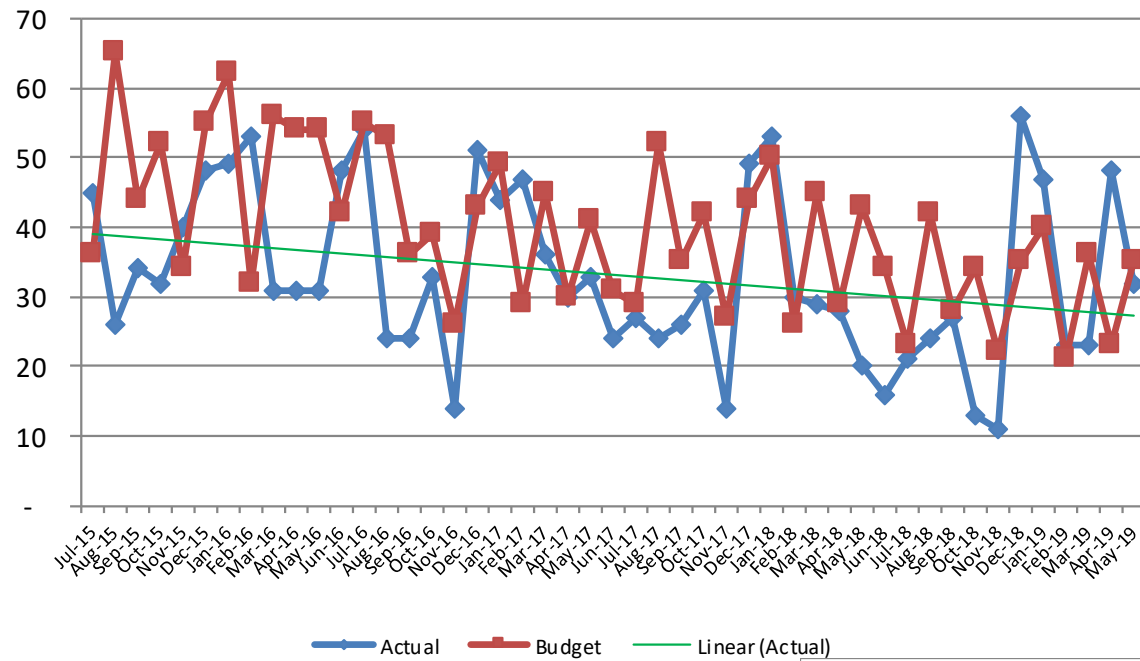
Finance Report
May 2019 Results

Summary for May 2019

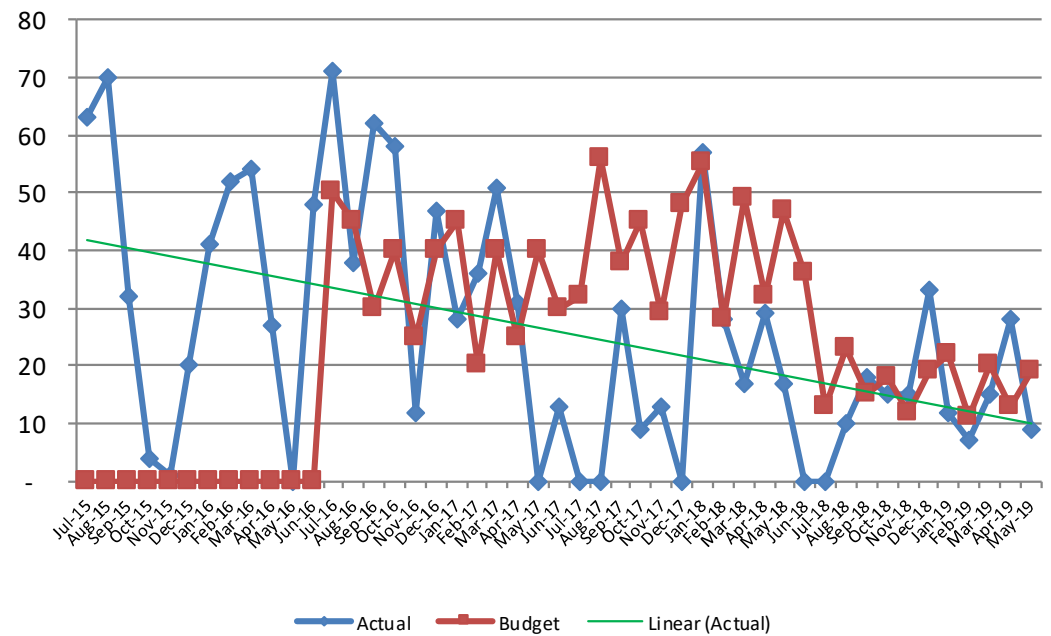
- Cash on Hand - \$ 2,986,459
Investments - \$25,145,412
- Days Cash on hand, including investments with LAIF – 429
- Surplus of \$1,485,136 for the month was significantly over budget with the recording reserves for prior year Medi-Cal settlements as a reduction in Revenue Deductions
- Total Patient Revenue was under Budget by 13.4% for the month
- Net Patient Revenue was 56.9% over budget.
- Total Expenses were 0.8% more than budget

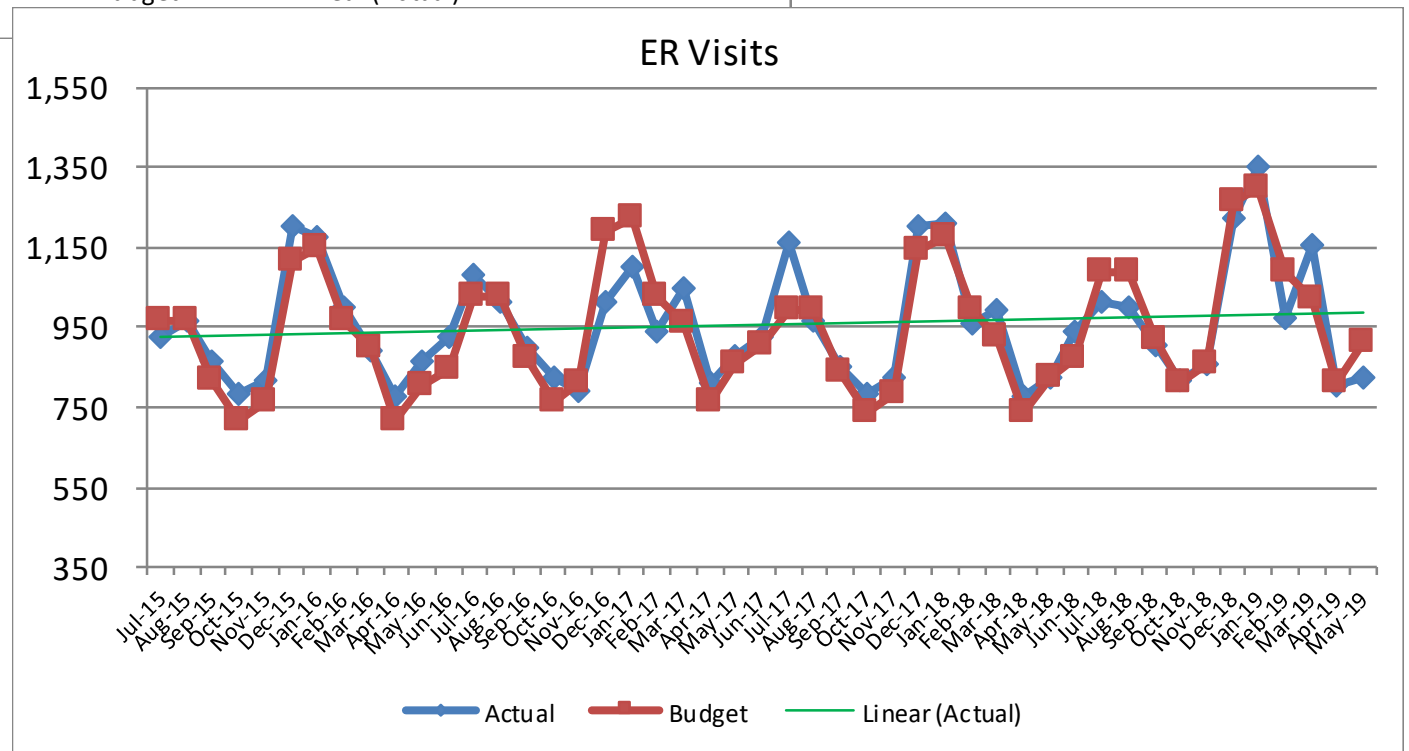
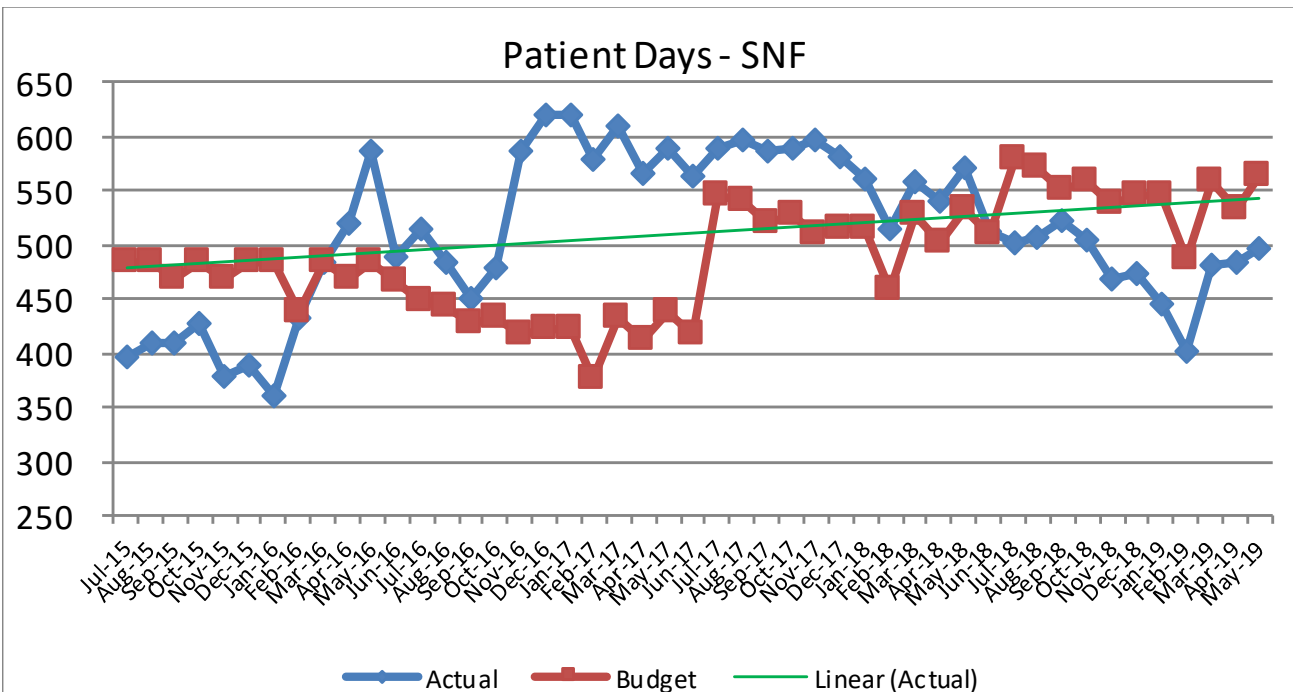


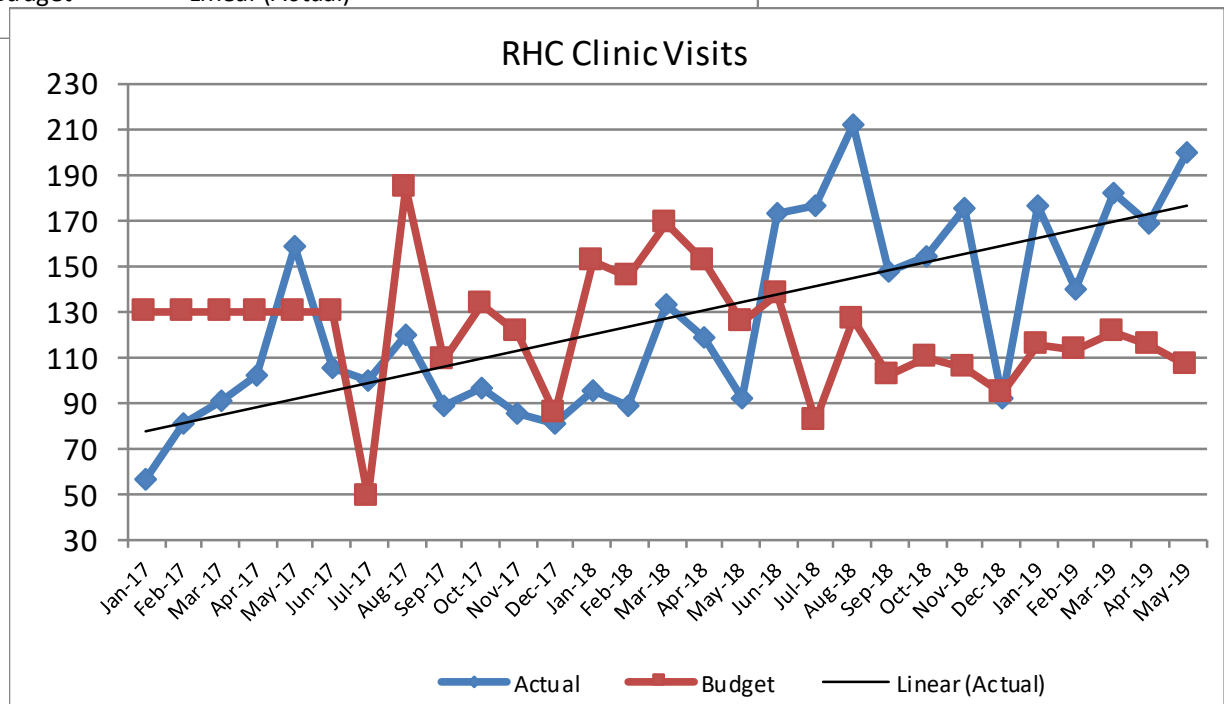
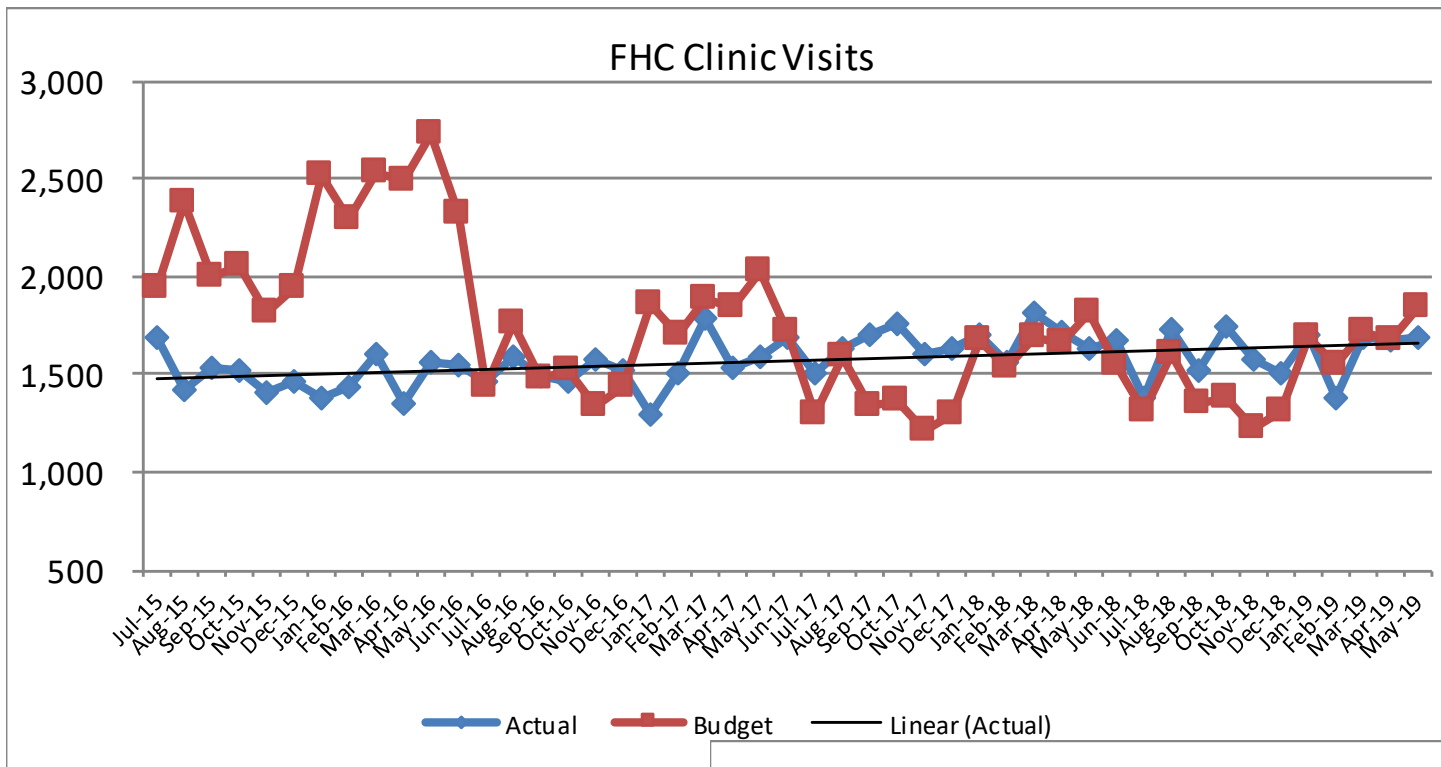
Patient Days - Acute

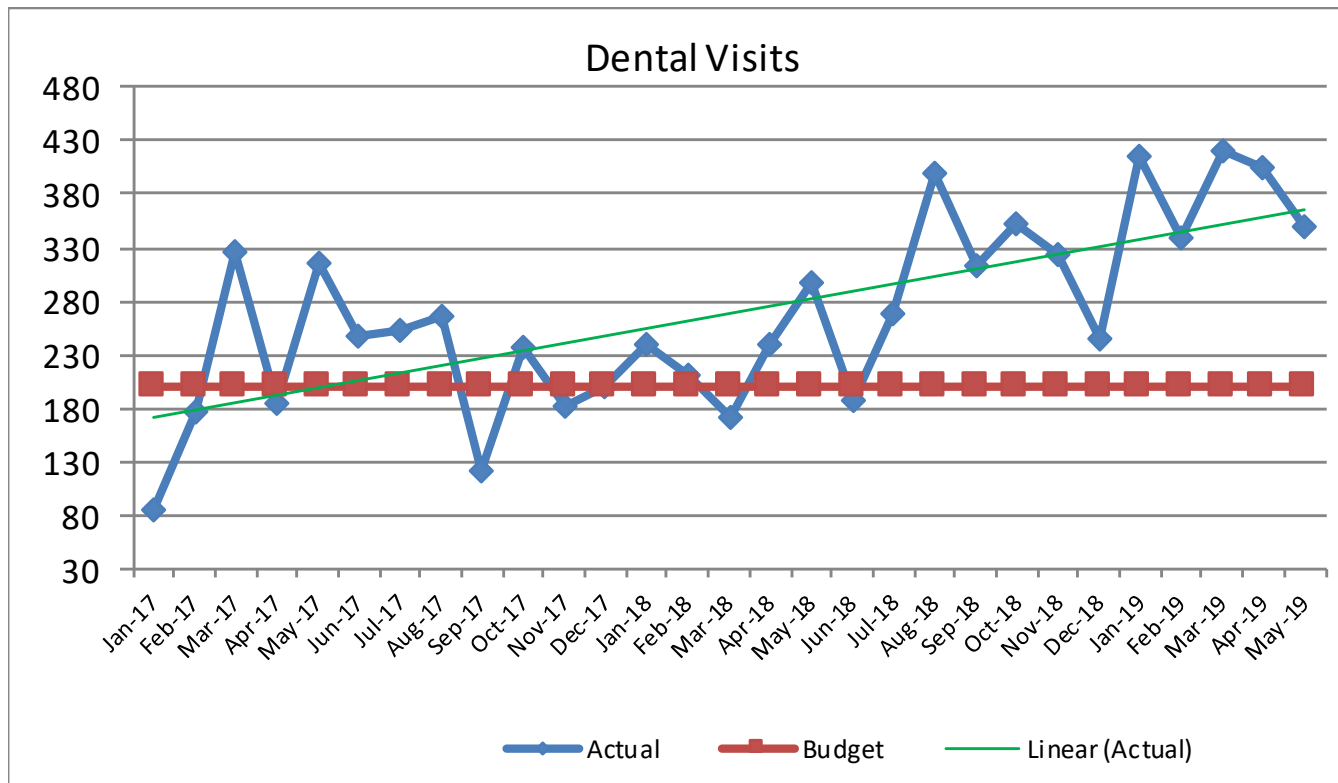


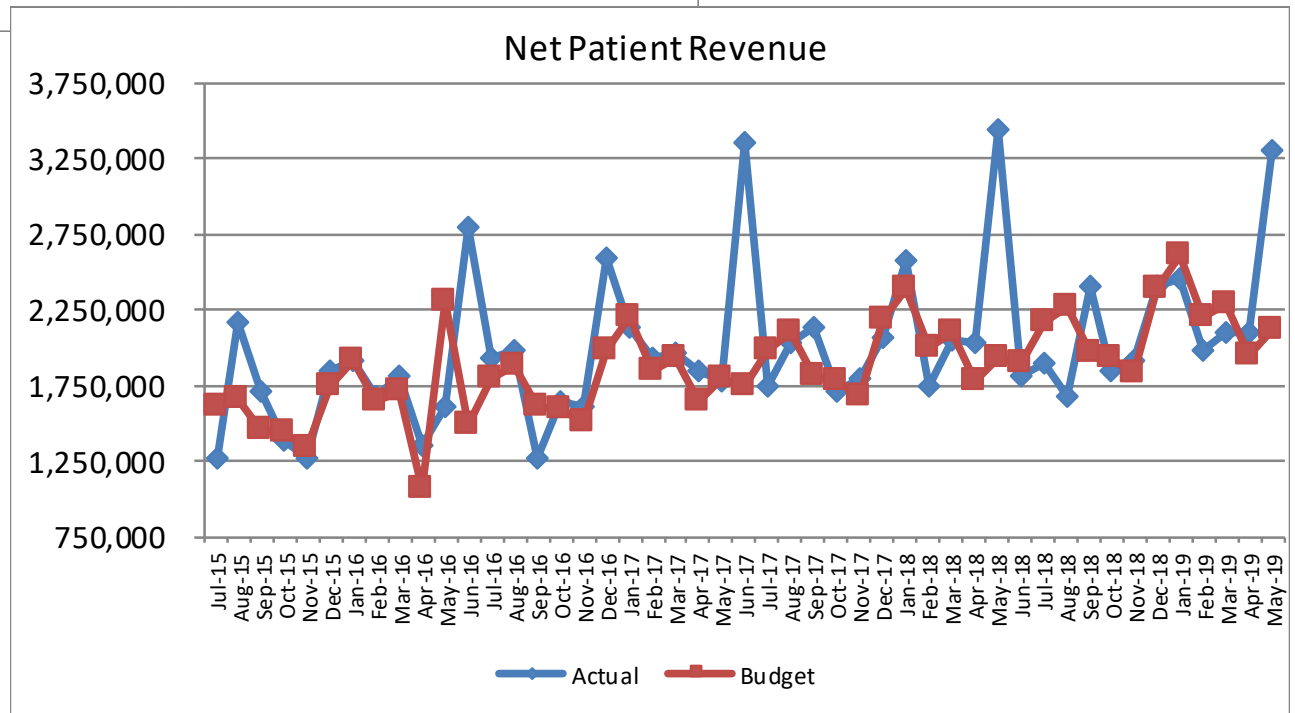
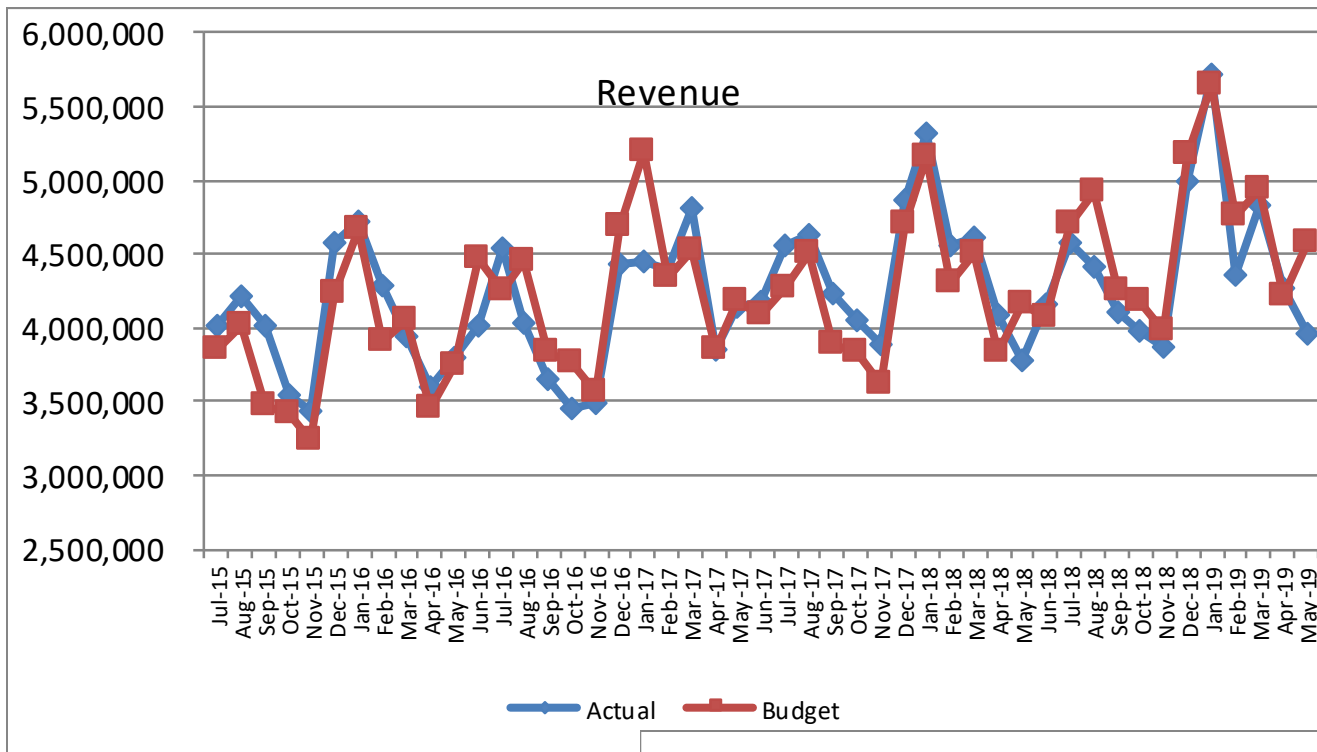
Patient Days - Swing

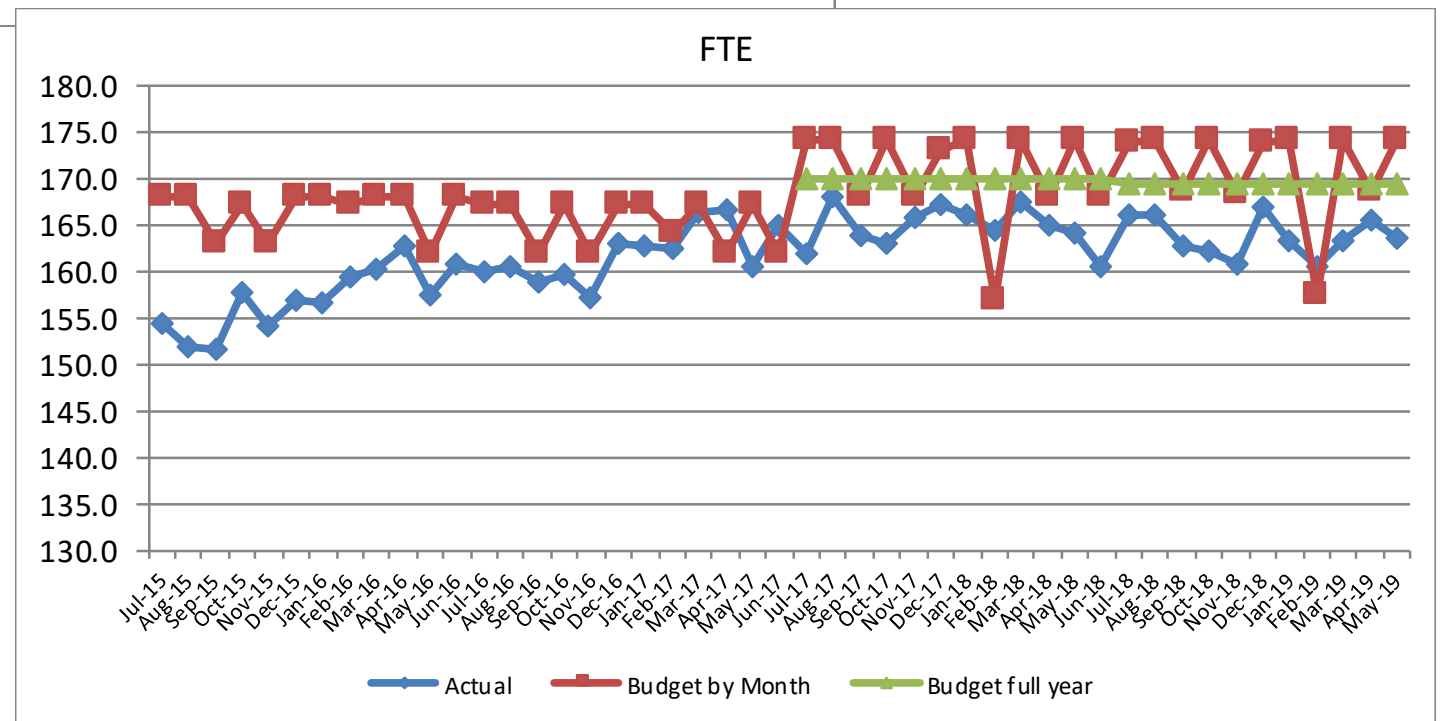
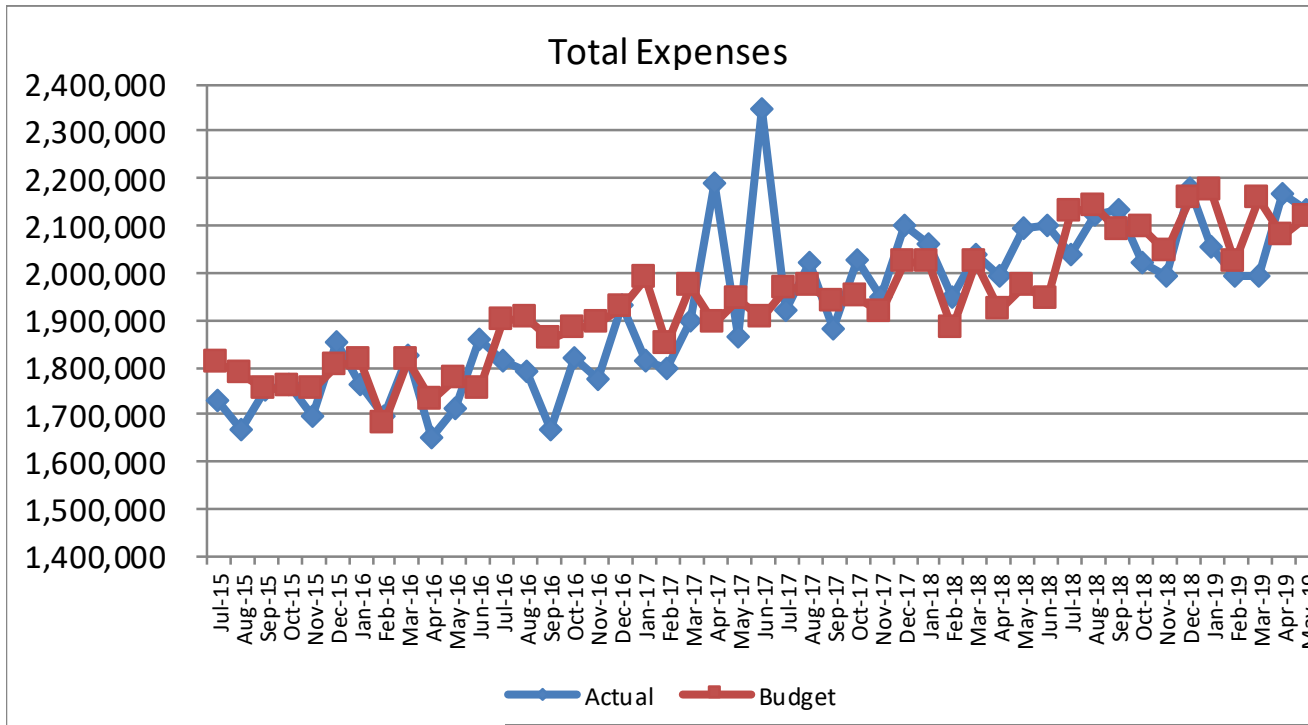




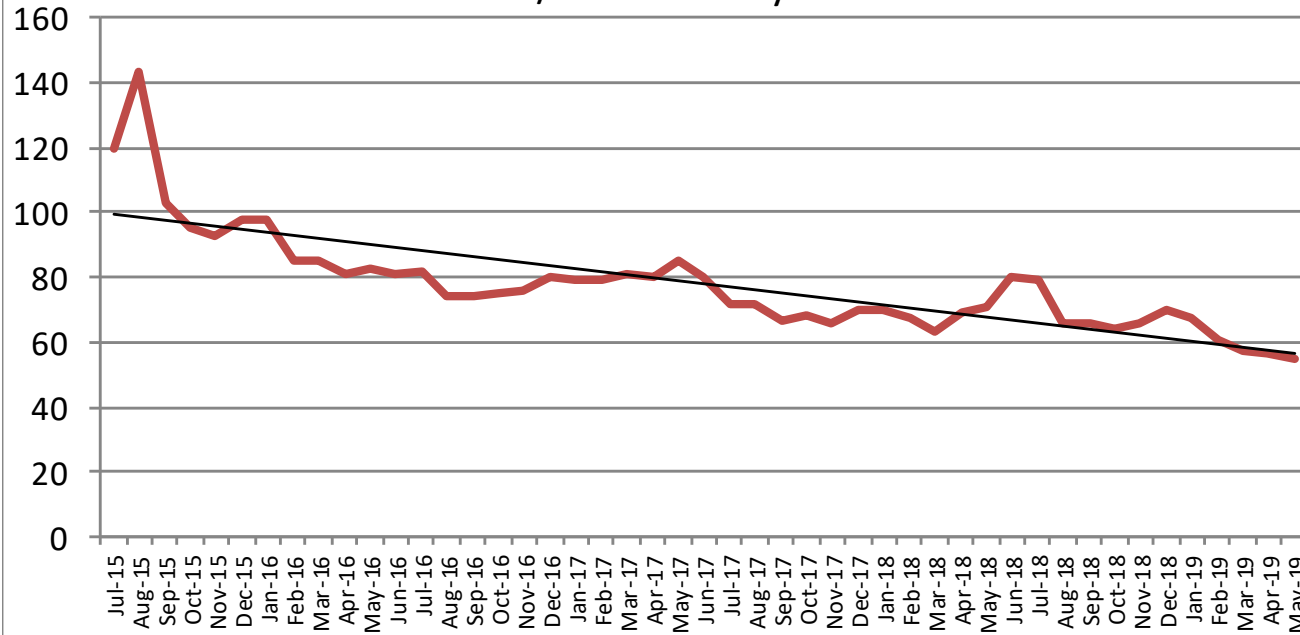




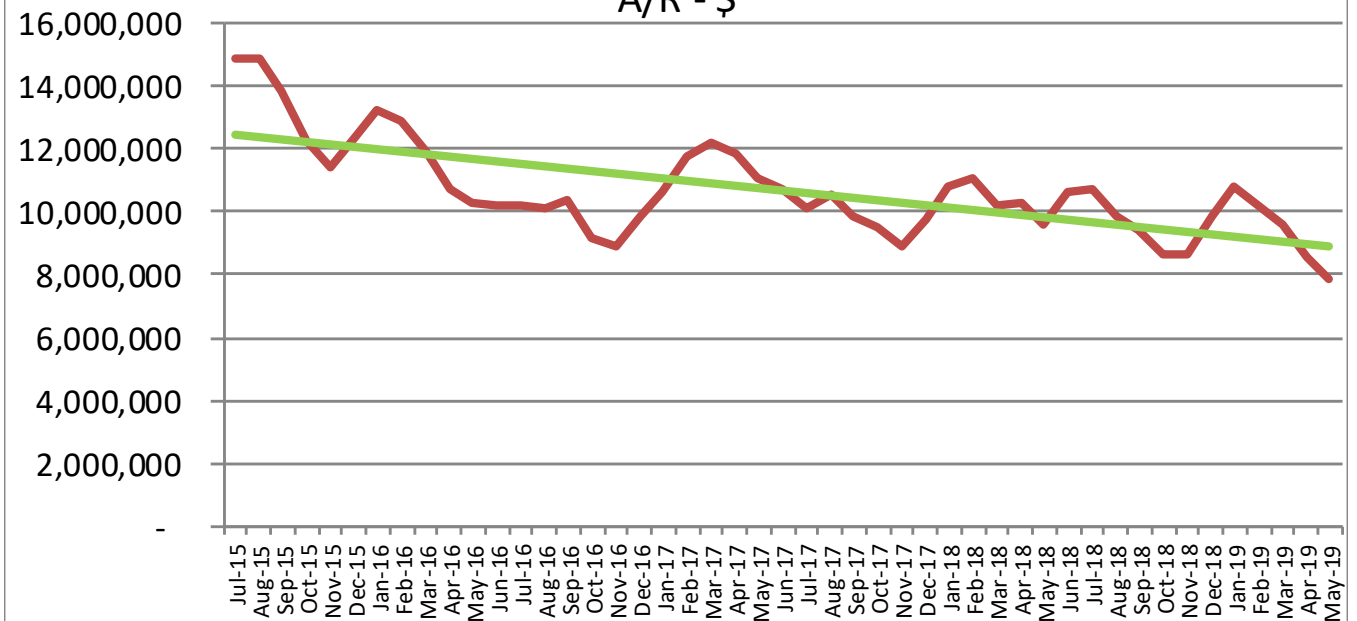




A/R - Gross Days



A/R - \$





May 2019 Financial Results

For the month . . .

Total Patient Revenue for May 2019 was \$3,960,859 - this was \$615,453 or 13.4% less than budget. All major categories of revenue were lower than budget. Inpatient revenue was below budget as both inpatient acute and swing patient days were under. Outpatient revenue was under budget. Clinic revenue was 3.0% under budget. Emergency Revenue was 13.3% below budget. SNF revenue was 15.6% budget.

Revenue deductions of \$653,439 were significantly under budget. During the month we recorded Medi-Cal payments for settlements of prior years for the FHC and Hospital (AB 915).

Total Expenses of \$2,133,209 were just .8% over budget.

Our surplus for the month of May 2019 was \$1,485,136. This was significantly over the budgeted amount.

Our Operating Cash and Investments total \$28,131,871 as of the end of month. Total days cash on hand as of the end of May 2019 are 429.

Key Statistics

Acute patient days of 35 were 9% under budget. Swing days of 9 were 53% under budget. SNF days of 496 were 12% lower than budget – our Average Daily Census was 16.0. ER Visits of 826 were 9.1% under budget. FHC Clinic visits were lower than budget. RHC Clinic visits were significantly higher than budget. Dental visits were also significantly higher than the budgeted level.

FTE continue to be under budget.

Year-to-Date

Total Patient Revenue of \$49,079,088 is 4.4% below budget. Net patient revenue of \$24,055,215 is 1.7% above budget. Total expenses of \$22,823,668 on 1.6% below budget. Our surplus through the first 11 months of our fiscal year is \$4,232,865. This is \$1,109,358 over budget.

Acute days are 4% below budget. Swing days are 12% below budget. SNF days are 12% below budget. ER visits are 2.0% below budget. All clinic visit categories are above budget

Bear Valley Community Healthcare District
Financial Statements May 31, 2019

Financial Highlights—Hospital
STATEMENT OF OPERATIONS

	Current Month					Year-to-Date				
	A	B	C	D	E	F	G	H	I	J
	FY 17/18	FY 18/19		VARIANCE		FY 17/18	FY 18/19		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
1 Total patient revenue	3,782,142	3,960,859	4,576,312	(615,453)	-13.4%	48,572,586	49,079,088	51,353,899	(2,274,811)	-4.4%
2 Total revenue deductions	344,925	653,439	2,467,899	(1,814,460)	-73.5%	25,271,184	25,023,873	27,693,977	(2,670,104)	-9.6%
3 % Deductions	9%	16%	54%			52%	51%	54%		
4 Net Patient Revenue	3,437,217	3,307,420	2,108,412	1,199,007	56.9%	23,301,402	24,055,215	23,659,922	395,293	1.7%
5 % Net to Gross	91%	84%	46%			48%	49%	46%		
6 Other Revenue	35,409	26,514	46,585	(20,071)	-43.1%	338,293	450,927	510,570	(59,643)	-11.7%
7 Total Operating Revenue	3,472,626	3,333,933	2,154,998	1,178,936	54.7%	23,639,694	24,506,142	24,170,492	335,650	1.4%
8 Total Expenses	2,091,802	2,133,209	2,116,929	16,280	0.8%	22,041,209	22,823,668	23,188,897	(365,230)	-1.6%
9 % Expenses	55%	54%	46%			45%	47%	45%		
10 Surplus (Loss) from Operations	1,380,824	1,200,725	38,069	1,162,656	-3054.1%	1,598,485	1,682,475	981,595	700,880	-71.4%
11 % Operating margin	37%	30%	1%			3%	3%	2%		
12 Total Non-operating	186,780	284,411	194,719	89,692	46.1%	2,137,400	2,550,390	2,141,912	408,479	19.1%
13 Surplus/(Loss)	1,567,604	1,485,136	232,788	1,252,348	-538.0%	3,735,885	4,232,865	3,123,507	1,109,358	-35.5%
14 % Total margin	41%	37%	5%			8%	9%	6%		

BALANCE SHEET

	A	B	C	D	E
	May	May	April		
	FY 17/18	FY 18/19	FY 18/19	VARIANCE	
				Amount	%
15 Gross Accounts Receivables	9,608,828	7,825,513	8,514,083	(688,570)	-8.1%
16 Net Accounts Receivables	3,641,472	2,447,596	2,699,554	(251,958)	-9.3%
17 % Net AR to Gross AR	38%	31%	32%		
18 Days Gross AR	70.8	55.1	56.2	(1.1)	-2.0%
19 Cash Collections	1,818,469	1,836,617	2,285,411	(448,794)	-19.6%
20 Settlements/IGT Transactions	1,254,360	769,981	3,359,107	(2,589,126)	-77.1%
21 Investments	13,497,614	25,145,412	25,145,412	-	0.0%
22 Cash on hand	4,630,363	2,986,459	2,733,643	252,816	9.2%
23 Total Cash & Invest	18,127,977	28,131,871	27,879,055	252,816	0.9%
24 Days Cash & Invest	286	429	426	3	0.8%
Total Cash and Investments	18,127,977	28,131,871			
Increase Current Year vs. Prior Year		10,003,894			

Bear Valley Community Healthcare District
Financial Statements May 31, 2019

Statement of Operations

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 17/18	FY 18/19		VARIANCE		FY 17/18	FY 18/19		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
Gross Patient Revenue										
1 Inpatient	147,294	155,315	190,861	(35,547)	-18.6%	1,794,263	1,684,664	1,933,748	(249,083)	-12.9%
2 Outpatient	856,463	886,169	1,062,414	(176,245)	-16.6%	10,876,078	10,062,821	11,272,468	(1,209,648)	-10.7%
3 Clinic Revenue	379,607	410,818	423,637	(12,819)	-3.0%	3,968,512	4,262,587	3,954,931	307,656	7.8%
4 Emergency Room	2,142,156	2,288,381	2,638,575	(350,194)	-13.3%	29,132,065	30,703,902	31,372,980	(669,078)	-2.1%
5 Skilled Nursing Facility	256,622	220,176	260,824	(40,648)	-15.6%	2,801,668	2,365,114	2,819,772	(454,658)	-16.1%
6 Total patient revenue	3,782,142	3,960,859	4,576,312	(615,453)	-13.4%	48,572,586	49,079,088	51,353,899	(2,274,811)	-4.4%
Revenue Deductions										
7 Contractual Allow	1,715,880	1,946,509	2,305,441	(358,932)	-15.6%	23,605,048	23,754,426	25,870,912	(2,116,486)	-8.2%
8 Contractual Allow PY	(1,789,912)	(1,646,563)	-	(1,646,563)	#DIV/0!	(2,042,119)	(3,639,937)	-	(3,639,937)	#DIV/0!
9 Charity Care	7,748	34,283	9,610	24,673	256.7%	84,761	174,933	107,843	67,090	62.2%
10 Administrative	-	28,321	8,695	19,626	225.7%	322,573	179,525	97,572	81,953	84.0%
11 Policy Discount	9,186	13,316	6,864	6,452	94.0%	122,119	143,458	77,031	66,427	86.2%
12 Employee Discount	3,358	11,099	3,661	7,438	203.2%	66,388	64,622	41,085	23,537	57.3%
13 Bad Debts	299,027	197,880	133,628	64,252	48.1%	1,761,065	3,063,788	1,499,534	1,564,254	104.3%
14 Denials	190,797	68,593	-	68,593	#DIV/0!	1,351,350	1,283,059	-	1,283,059	#DIV/0!
15 Total revenue deductions	344,925	653,439	2,467,899	(1,814,460)	-73.5%	25,271,184	25,023,873	27,693,977	(2,670,104)	-9.6%
16 Net Patient Revenue	3,437,217	3,307,420	2,108,412	1,199,007	56.9%	23,301,402	24,055,215	23,659,922	395,293	1.7%
gross revenue including Prior Year Contractual Allowances as a percent to gross revenue WO PY and Other CA	40.2%	40.2%		40.2%		40.2%	447.4%	447.4%	0.0%	
	39.2%	39.2%		39.2%		39.2%	437.2%	437.2%	0.0%	
17 Other Revenue	35,409	26,514	46,585	(20,071)	-43.1%	338,293	450,927	510,570	(59,643)	-11.7%
18 Total Operating Revenue	3,472,626	3,333,933	2,154,998	1,178,936	54.7%	23,639,694	24,506,142	24,170,492	335,650	1.4%
Expenses										
19 Salaries	846,844	903,588	876,142	27,446	3.1%	8,964,454	9,616,152	9,458,324	157,828	1.7%
20 Employee Benefits	295,338	316,576	363,489	(46,913)	-12.9%	3,323,913	3,136,233	3,905,537	(769,304)	-19.7%
21 Registry	-	2,700	-	2,700	#DIV/0!	16,028	136,350	-	136,350	#DIV/0!
22 Salaries and Benefits	1,142,182	1,222,864	1,239,631	(16,767)	-1.4%	12,304,395	12,888,735	13,363,861	(475,126)	-3.6%
23 Professional fees	168,382	166,043	161,233	4,810	3.0%	1,850,447	1,891,788	1,817,316	74,472	4.1%
24 Supplies	137,008	137,910	136,638	1,272	0.9%	1,427,896	1,492,441	1,467,046	25,395	1.7%
25 Utilities	41,922	41,779	36,755	5,024	13.7%	455,233	482,351	463,785	18,566	4.0%
26 Repairs and Maintenance	24,764	26,925	28,074	(1,149)	-4.1%	305,366	314,241	308,130	6,111	2.0%
27 Purchased Services	386,930	345,850	324,524	21,326	6.6%	3,853,751	3,815,902	3,678,361	137,541	3.7%
28 Insurance	25,912	28,560	26,975	1,585	5.9%	285,790	312,806	296,725	16,081	5.4%
29 Depreciation	82,710	81,848	81,667	181	0.2%	796,745	873,646	898,337	(24,691)	-2.7%
30 Rental and Leases	15,621	8,962	21,112	(12,150)	-57.5%	247,994	123,900	232,232	(108,332)	-46.6%
32 Dues and Subscriptions	5,999	5,347	5,910	(563)	-9.5%	62,200	69,039	65,010	4,029	6.2%
33 Other Expense	60,371	67,121	54,410	12,711	23.4%	451,391	558,818	598,094	(39,276)	-6.6%
34 Total Expenses	2,091,802	2,133,209	2,116,929	16,280	0.8%	22,041,209	22,823,668	23,188,897	(365,230)	-1.6%
35 Surplus (Loss) from Operations	1,380,824	1,200,725	38,069	1,162,656	-3054.1%	1,598,485	1,682,475	981,595	700,880	-71.4%
Non-Operating Income										
36 Tax Revenue	186,047	282,659	184,244	98,415	53.4%	2,046,517	2,182,629	2,026,687	155,942	7.7%
38 Other non-operating	7,753	8,899	3,133	5,766	184.1%	60,334	77,789	34,463	43,326	125.7%
Interest Income	516	333	15,125	(14,792)	-97.8%	116,174	373,596	166,375	207,221	124.6%
Interest Expense	(7,536)	(7,480)	(7,783)	303	-3.9%	(85,624)	(83,623)	(85,613)	1,990	-2.3%
IGT Expense	-	-	-	-	#DIV/0!	-	-	-	-	#DIV/0!
39 Total Non-operating	186,780	284,411	194,719	89,692	46.1%	2,137,400	2,550,390	2,141,912	408,479	19.1%
40 Surplus/(Loss)	1,567,604	1,485,136	232,788	1,252,348	-538.0%	3,735,885	4,232,865	3,123,507	1,109,358	-35.5%

**Bear Valley Community Healthcare District
Financial Statements**

Current Year Trending Statement of Operations

A Statement of Operations—CURRENT YEAR 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														
1	Inpatient	74,791	120,993	132,469	89,286	98,121	284,233	240,009	91,583	126,688	271,176	155,315		1,684,664
2	Outpatient	972,222	931,894	846,425	957,181	783,804	765,170	956,387	937,118	1,038,683	987,767	886,169		10,062,821
3	Clinic	342,650	422,712	359,375	399,238	375,441	339,847	423,555	339,004	404,519	445,429	410,818		4,262,587
4	Emergency Room	2,957,516	2,703,194	2,533,903	2,309,030	2,402,375	3,383,606	3,900,570	2,818,505	3,053,985	2,352,835	2,288,381		30,703,902
5	Skilled Nursing Facility	223,604	228,589	239,665	223,973	208,696	213,621	198,345	178,974	214,212	215,260	220,176		2,365,114
6	Total patient revenue	4,570,784	4,407,382	4,111,836	3,978,707	3,868,437	4,986,477	5,718,867	4,365,184	4,838,087	4,272,467	3,960,859	-	49,079,088
Revenue Deductions														
C/A	0.51	0.53	0.50	0.49	0.47	0.48	0.54	0.53	0.40	0.37	0.49	#DIV/0!	0.48	
7	Contractual Allow	2,320,958	2,352,744	2,039,158	1,950,874	1,809,657	2,406,874	3,071,420	2,318,188	1,941,559	1,596,483	1,946,509		23,754,426
8	Contractual Allow PY	62	-	(700,000)	(193,436)	(200,000)	(150,000)	(200,000)	(250,000)	-	(300,000)	(1,646,563)		(3,639,937)
9	Charity Care	15,343	-	28,015	15,115	17,531	4,625	8,429	-	20,667	30,923	34,283		174,933
10	Administrative	806	2,818	6,849	2,378	5,496	26,102	34,502	15,817	38,939	17,496	28,321		179,525
11	Policy Discount	13,989	15,616	12,381	14,966	12,024	9,975	14,346	13,140	13,037	10,668	13,316		143,458
12	Employee Discount	12,793	5,188	6,356	3,317	2,979	5,688	4,480	5,090	4,062	3,569	11,099		64,622
13	Bad Debts	215,076	186,926	169,560	231,008	210,921	198,143	199,876	150,488	630,115	673,795	197,880		3,063,788
14	Denials	103,506	177,395	154,441	110,936	91,507	87,116	129,183	133,021	88,373	138,990	68,593		1,283,059
	Total revenue deductions	2,682,534	2,740,687	1,716,760	2,135,158	1,950,115	2,588,523	3,262,236	2,385,744	2,736,753	2,171,925	653,439	-	25,023,873
		0.59	0.62	0.42	0.54	0.50	0.52	0.57	0.55	0.57	0.51	0.16	#DIV/0!	
16	Net Patient Revenue	1,888,250	1,666,694	2,395,076	1,843,550	1,918,322	2,397,954	2,456,631	1,979,440	2,101,334	2,100,543	3,307,420	-	24,055,215
	net / tot pat rev	41.3%	37.8%	58.2%	46.3%	49.6%	48.1%	43.0%	45.3%	43.4%	49.2%	83.5%	#DIV/0!	49.0%
17	Other Revenue	19,441	19,594	11,170	90,789	70,177	4,359	22,846	32,921	38,351	114,765	26,514		450,927
18	Total Operating Revenue	1,907,691	1,686,288	2,406,246	1,934,339	1,988,499	2,402,313	2,479,478	2,012,361	2,139,686	2,215,308	3,333,933	-	24,506,142
Expenses														
19	Salaries	885,068	891,463	831,600	891,749	824,872	945,048	840,561	808,233	888,895	905,075	903,588		9,616,152
20	Employee Benefits	303,328	293,241	289,066	185,368	275,061	295,949	302,442	268,996	297,532	308,674	316,576		3,136,233
21	Registry	-	-	-	-	-	29,974	40,416	27,582	19,544	16,134	2,700		136,350
22	Salaries and Benefits	1,188,396	1,184,704	1,120,666	1,077,117	1,099,933	1,270,971	1,183,419	1,104,811	1,205,971	1,229,884	1,222,864	-	12,888,735
23	Professional fees	173,695	181,120	174,907	179,265	168,548	169,550	161,432	170,192	176,526	170,509	166,043		1,891,788
24	Supplies	121,217	135,487	136,991	135,960	131,374	136,723	140,504	146,456	141,372	128,447	137,910		1,492,441
25	Utilities	46,712	43,958	42,464	40,116	40,950	42,170	48,318	47,027	44,086	44,772	41,779		482,351
26	Repairs and Maintenance	17,407	23,079	32,405	41,525	25,786	42,197	24,908	34,028	18,319	27,661	26,925		314,241
27	Purchased Services	325,455	373,332	457,562	381,061	360,181	320,095	306,457	305,953	267,102	372,855	345,850		3,815,902
28	Insurance	28,258	28,258	28,258	28,460	28,216	28,560	28,560	47,942	9,177	28,560	28,560		312,806
29	Depreciation	76,489	76,489	76,489	76,489	76,489	81,905	81,905	81,848	81,848	81,848	81,848		873,646
30	Rental and Leases	11,421	11,509	11,219	11,158	11,158	11,158	11,158	12,596	11,877	11,682	8,962		123,900
32	Dues and Subscriptions	6,882	7,101	5,879	5,746	1,585	10,898	5,856	6,657	6,353	6,735	5,347		69,039
33	Other Expense	40,078	55,169	46,430	42,884	47,150	62,756	62,705	36,290	33,388	64,848	67,121		558,818
34	Total Expenses	2,036,009	2,120,207	2,133,270	2,019,782	1,991,370	2,176,983	2,055,222	1,993,799	1,996,019	2,167,800	2,133,209	-	22,823,668
Surplus (Loss) from Operations														
35		(128,318)	(433,918)	272,977	(85,443)	(2,871)	225,330	424,256	18,562	143,667	47,508	1,200,725	-	1,682,475
Non-Operating Income														
37	Tax Revenue	184,244	184,244	184,244	184,244	184,244	184,244	184,244	184,244	241,773	282,659			2,182,629
38	Other non-operating	15,020	245	35	9,020	19,775	-	15,000	-	9,794	-	8,899		77,789
	Interest Income	543	6,457	92,115	1,124	377	117,923	85	985	152,003	1,650	333		373,596
	Interest Expense	(7,638)	(7,621)	(7,626)	(7,561)	(7,717)	(7,693)	(7,655)	(7,590)	(7,541)	(7,500)	(7,480)		(83,623)
	IGT Expense	-	-	-	-	-	-	-	-	-	-	-		-
39	Total Non-operating	192,169	183,325	268,768	186,827	196,680	294,474	191,673	177,639	338,501	235,923	284,411	-	2,550,390
40	Surplus/(Loss)	63,851	(250,594)	541,745	101,384	193,809	519,805	615,929	196,201	482,168	283,431	1,485,136	-	4,232,865

2018-19 Actual BS

BALANCE SHEET

Includes Final Entries 6-30-18

BALANCE SHEET												PY
Includes Final Entries 6-30-18												
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	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	2,337,966	2,318,185	1,969,738	2,733,643	2,986,459	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	10,753,281	10,218,849	9,562,352	8,515,442	7,826,408	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	7,050,939	6,673,679	6,396,455	5,815,888	5,378,812	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	3,702,342	3,545,170	3,165,897	2,699,554	2,447,596	4,184,582
Tax Revenue Receivable	2,210,931	2,210,931	2,210,931	2,210,931	1,815,477	996,688	845,477	805,495	765,368	0	0	52,044
Other Receivables	50,484	78,234	93,056	651,781	-247,452	-107,704	-61,991	383,540	711,523	-736,148	-1,429,172	96,628
Inventories	130,292	134,606	136,936	139,583	133,916	136,954	128,410	123,737	121,634	125,625	116,146	129,318
Prepaid Expenses	299,848	293,739	345,377	346,209	338,892	317,061	304,269	278,151	250,536	273,227	235,557	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	7,256,472	7,454,279	6,984,695	5,095,901	4,356,586	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	20,377,496	20,377,496	21,645,412	25,145,412	25,145,412	17,668,421
Other Limited Use Assets	144,375	144,375	144,375	144,375	144,375	144,375	144,375	144,375	144,375	144,375	144,375	144,375
Total Limited Use Assets	17,812,796	17,812,796	17,904,600	20,404,600	20,404,600	20,521,871	20,521,871	20,521,871	21,789,787	25,289,787	25,289,787	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	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	9,885,152	9,885,152	9,885,152	9,885,152	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	12,329,873	12,332,572	12,461,698	12,464,469	12,500,218	11,761,910
Construction In Progress	48,953	101,798	127,293	166,571	438,198	48,990	48,990	42,732	51,038	59,888	64,266	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	22,834,630	22,831,071	22,968,503	22,980,124	23,020,251	22,123,712
Less: Accumulated Depreciation	13,685,197	13,761,686	13,838,174	13,914,663	13,991,151	14,073,056	14,154,961	14,236,810	14,318,658	14,400,506	14,482,354	13,608,708
Net Property, Plant, and Equipment	8,472,863	8,527,826	8,544,771	8,605,840	8,810,808	8,746,879	8,679,668	8,594,262	8,649,845	8,579,618	8,537,897	8,515,004
TOTAL UNRESTRICTED ASSETS	35,543,261	35,341,260	35,192,244	36,695,926	35,854,156	36,193,928	36,458,011	36,570,412	37,424,328	38,965,306	38,184,270	33,244,034
Restricted Assets	0	0	0	0	0	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	36,458,011	36,570,412	37,424,328	38,965,306	38,184,270	31,316,969

2018-19 Actual BS

BALANCE SHEET

Includes Final Entries 6-30-18

LIABILITIES:

Current Liabilities												
Accounts Payable	954,160	880,513	1,028,412	1,133,880	788,405	904,672	719,832	773,963	791,926	908,841	787,712	906,103
Notes and Loans Payable												
Accrued Payroll	705,323	806,989	844,952	990,998	553,778	691,915	751,801	777,091	887,167	984,624	631,156	758,370
Patient Refunds Payable												
Due to Third Party Payers (Settlements)	3,983,651	4,173,225	3,473,225	4,800,692	4,804,969	4,547,362	4,497,062	4,510,494	4,930,907	6,150,826	4,536,015	3,769,980
Advances From Third Party Payers												
Current Portion of Def Rev - Txs,	2,061,687	1,877,443	1,693,199	1,508,955	1,324,711	1,140,467	956,223	771,979	587,735	403,491	219,247	35,000
Current Portion - LT Debt	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
Current Portion of AB915												
Other Current Liabilities (Accrued Interest & Accrued Other)	7,630	22,873	30,494	38,055	136	7,552	15,203	22,794	30,334	37,835	45,315	7,621
Total Current Liabilities	7,747,451	7,796,043	7,105,281	8,507,580	7,507,000	7,326,968	6,975,121	6,891,322	7,263,070	8,520,616	6,254,445	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	2,860,000	2,860,000	2,860,000	2,860,000	2,860,000	2,895,000
Leases Payable	0	0	0	0	0	0	0	0	0	0	0	0
Less: Current Portion Of Long Term Debt	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
Total Long Term Debt (Net of Current)	2,860,000	2,860,000	2,860,000	2,860,000	2,825,000	2,825,000	2,825,000	2,825,000	2,825,000	2,825,000	2,825,000	2,860,000
Other Long Term Liabilities												
Deferred Revenue	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0
Total Other Long Term Liabilities	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL LIABILITIES	10,607,451	10,656,043	9,965,281	11,367,580	10,332,000	10,151,968	9,800,121	9,716,322	10,088,070	11,345,616	9,079,445	8,372,074
Fund Balance												
Unrestricted Fund Balance	24,871,960	24,871,960	24,871,960	24,871,960	24,871,960	24,871,960	24,871,960	24,871,960	24,871,960	24,871,960	24,871,960	20,663,982
Temporarily Restricted Fund Balance	0	0				0						
Equity Transfer from FRHG	0	0				0						
Net Revenue/(Expenses)	63,851	-186,743	355,003	456,387	650,196	1,170,001	1,785,930	1,982,131	2,464,298	2,747,730	4,232,865	4,207,978
TOTAL FUND BALANCE	24,935,811	24,685,217	25,226,963	25,328,347	25,522,156	26,041,960	26,657,890	26,854,091	27,336,258	27,619,690	29,104,825	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	36,458,011	36,570,412	37,424,328	38,965,306	38,184,270	33,244,034

Units of Service															
For the period ending: April 30, 2019															
31						335									
Current Month						Bear Valley Community Hospital							Year-To-Date		
May-19		May-18	Actual -Budget		Act.-Act.		May-19		May-18	Actual -Budget		Act.-Act.			
Actual	Budget	Actual	Variance	Var %	Var %		Actual	Budget	Actual	Variance	Var %	Var %			
32	35	20	(3)	-8.6%	60.0%	Med Surg Patient Days	325	339	331	(14)	-4.1%	-1.8%			
9	19	9	(10)	-52.6%	0.0%	Swing Patient Days	162	185	162	(23)	-12.4%	0.0%			
496	565	571	(69)	-12.2%	-13.1%	SNF Patient Days	5,291	6,030	6,285	(739)	-12.3%	-15.8%			
537	619	600	(82)	-13.2%	-10.5%	Total Patient Days	5,778	6,554	6,778	(776)	-11.8%	-14.8%			
12	14	6	(2)	-14.3%	100.0%	Acute Admissions	127	154	136	(27)	-17.5%	-6.6%			
13	14	7	(1)	-7.1%	85.7%	Acute Discharges	127	154	139	(27)	-17.5%	-8.6%			
2.5	2.5	2.9	(0.0)	-1.5%	-13.8%	Acute Average Length of Stay	2.6	2.2	2.4	0.4	16.3%	7.5%			
1.0	1.1	0.6	(0.1)	-8.6%	60.0%	Acute Average Daily Census	1.0	1	1.0	(0.0)	-4.1%	-1.8%			
16.3	18.8	18.7	(2.5)	-13.5%	-12.9%	SNF/Swing Avg Daily Census	16.3	19	19.2	(2.3)	-12.3%	-15.4%			
17.3	20.0	19.4	(2.6)	-13.2%	-10.5%	Total Avg. Daily Census	17.2	20	20.2	(2.3)	-11.8%	-14.8%			
38%	44%	43%	-6%	-13.2%	-10.5%	% Occupancy	38%	43%	45%	-5%	-11.8%	-14.8%			
10	13	6	(3)	-23.1%	66.7%	Emergency Room Admitted	109	143	123	(34)	-23.8%	-11.4%			
816	896	818	(80)	-8.9%	-0.2%	Emergency Room Discharged	10,822	11,015	10,424	(193)	-1.8%	3.8%			
826	909	824	(83)	-9.1%	0.2%	Emergency Room Total	10,931	11,158	10,547	(227)	-2.0%	3.6%			
27	29	27	(3)	-9.1%	0.2%	ER visits per calendar day	33	33	31	(1)	-2.0%	3.6%			
83%	93%	100%	67%	71.8%	-16.7%	% Admits from ER	86%	93%	90%	79%	85.5%	-5.1%			
-	-	-	-	0.0%	#DIV/0!	Surgical Procedures I/P	-	-	2	-	#DIV/0!	-100.0%			
3	8	-	(5)	0.0%	#DIV/0!	Surgical Procedures O/P	127	97	123	30	30.9%	3.3%			
3	8	-	(5)	0.0%	#DIV/0!	TOTAL Procedures	127	97	125	30	30.9%	1.6%			
-	1,047	1,114	(1,047)	-100.0%	-100.0%	Surgical Minutes Total	8,713	11,313	5,554	(2,600)	-23.0%	56.9%			

Units of Service
For the period ending: April 30, 2019

Bear Valley Community Hospital												
Current Month						Year-To-Date						
May-19 Actual	Budget	May-18 Actual	Actual -Budget Variance	Var %	Act.-Act. Var %		May-19 Actual	Budget	May-18 Actual	Actual -Budget Variance	Var %	Act.-Act. Var %
6,524	6,903	6,078	(379)	-5.5%	7.3%	Lab Procedures	70,223	67,992	67,932	2,231	3.3%	3.4%
780	768	795	12	1.6%	-1.9%	X-Ray Procedures	9,841	8,916	8,825	925	10.4%	11.5%
199	226	205	(27)	-11.9%	-2.9%	C.T. Scan Procedures	3,076	2,901	2,908	175	6.0%	5.8%
214	267	218	(53)	-19.9%	-1.8%	Ultrasound Procedures	2,413	2,506	2,592	(93)	-3.7%	-6.9%
45	62	52	(17)	-27.4%	-13.5%	Mammography Procedures	542	682	697	(140)	-20.5%	-22.2%
263	343	250	(80)	-23.3%	5.2%	EKG Procedures	3,140	3,386	3,390	(246)	-7.3%	-7.4%
169	132	106	37	28.0%	59.4%	Respiratory Procedures	1,285	1,444	1,548	(159)	-11.0%	-17.0%
1,736	1,443	1,351	293	20.3%	28.5%	Physical Therapy Procedures	16,711	14,924	15,220	1,787	12.0%	9.8%
1,892	1,945	1,719	(53)	-2.7%	10.1%	Primary Care Clinic Visits	19,421	17,824	19,364	1,598	9.0%	0.3%
351	200	298	151	75.5%	17.8%	Specialty Clinic Visits	3,832	2,200	2,423	1,632	74.2%	58.2%
2,243	2,145	2,017	98	4.6%	11.2%	Clinic	23,253	20,024	21,787	3,230	16.1%	6.7%
86	82	78	4	4.6%	11.2%	Clinic visits per work day	128	110	120	18	16.1%	6.7%
21.7%	20.00%	22.50%	1.70%	8.50%	-3.56%	% Medicare Revenue	18.66%	20.00%	19.32%	-1.34%	-6.68%	-3.39%
42.00%	39.00%	41.10%	3.00%	7.69%	2.19%	% Medi-Cal Revenue	37.47%	39.00%	39.51%	-1.53%	-3.92%	-5.15%
33.90%	36.00%	32.00%	-2.10%	-5.83%	5.94%	% Insurance Revenue	39.07%	36.00%	36.39%	3.07%	8.54%	7.37%
2.40%	5.00%	4.40%	-2.60%	-52.00%	-45.45%	% Self-Pay Revenue	4.79%	5.00%	4.78%	-0.21%	-4.18%	0.19%
143.8	156.88	142.8	(13.1)	-8.4%	0.6%	Productive FTE's	143.13	154.12	145.0	(11.0)	-7.1%	-1.3%
163.4	174.20	164.2	(10.8)	-6.2%	-0.5%	Total FTE's	163.67	170.94	165.1	(7.3)	-4.3%	-0.9%



CFO REPORT for

July 2019 Finance Committee and Board Meetings

FY 2019 Medicare Cost Report and Medi-Cal Reporting - WIPFLi

WIPFLi has prepared our annual Medicare Cost Report and attending Medi-Cal reports for the last several years. We have asked them for a proposed Engagement Letter for consideration of having them do such work for us again for FY 2019.

TruBridge – Accounts Receivable Management

Accounts Receivable days (Gross) of 55.1 at the end of May 2019 continue our progress in reducing Days and keeping Days below 65.

Capital Expenditure Update

Attached is an updated Capital Expenditure summary. The update shows Total Paid. Expenditures of \$38,156.27 have been made since the FY 2020 budget presentation.

Bear Valley Community Hospital

Capital Budget / Capital Plan FY 2018, 2019 & 2020

FINAL

Dept No.	Department	CER	Request Description	FY 2018	FY 2019	FY 2020	Total Budget	Donations	Total Paid Prior	Total Paid FY 2020	Budget Remaining
001	Med-Surg		Medication Scanning System	10,200.00			10,200.00				10,200.00
			Total Med-Surg	10,200.00	-	-	10,200.00	-	-	-	10,200.00
001/005	Med-Surg/SNF		4 WOW x3-4 Computers			6,400.00	6,400.00				6,400.00
			Total Med-Surg/SNF	-	-	6,400.00	6,400.00		-	-	6,400.00
005	SNF	1922	TV for each Resident 19 @1600 plus install incl Pillow Speakers		35,000.00		35,000.00	15,000.00	3,114.62		16,885.38
005	SNF	1923	Patio Furniture and outdoor equipment		10,000.00		10,000.00		5,183.44		4,816.56
005	SNF		Paint, flooring, furniture, décor-activity room		20,000.00		20,000.00				20,000.00
			Total SNF	-	65,000.00	-	65,000.00	15,000.00	8,298.06	-	41,701.94
010	Emergency Room		Heat curtain for waiting room	10,000.00			10,000.00				10,000.00
			Total Emergency Room	10,000.00	-	-	10,000.00	-	-	-	10,000.00
015	FHC		Chiropratic Bed		7,000.00	9,000.00	16,000.00				16,000.00
			Total FHC	-	7,000.00	9,000.00	16,000.00	-	-	-	16,000.00
025	Surgery		Upgrade equipment	40,000.00		9,000.00	49,000.00				49,000.00
025	Surgery		Knee Scope (Arthrex)	15,000.00			15,000.00				15,000.00
025	Surgery		Pneumatic Tourniquet		11,500.00	3,500.00	15,000.00				15,000.00
025	Surgery		OR LIM Removal		5,200.00		5,200.00				5,200.00
025	Surgery		OR Lim Replacement		18,000.00		18,000.00				18,000.00
025	Surgery		New baseboards, flooring, wall repairs		50,000.00	30,000.00	80,000.00				80,000.00
025	Surgery		2 Gurneys			30,000.00	30,000.00				30,000.00
025	Surgery		Steam Sterilizers - Autoclaves			90,000.00	90,000.00				90,000.00
025	Surgery		GI Scopes and processor, 2 colonoscopes and 2 EGD Scopes and procesor			60,000.00	60,000.00				60,000.00
			Total Surgery	55,000.00	84,700.00	222,500.00	362,200.00	-	-	-	362,200.00
040	Laboratory		Plasma Thawing Bath			5,570.50	5,570.50				5,570.50
040	Laboratory		Point-of-Care Testing hand held i-STAT meters for T-System			17,073.50	17,073.50				17,073.50
040	Laboratory		Point-of-Care Testing hand held i-STAT interface for T-System			15,000.00	15,000.00				15,000.00
			Total Laboratory	-	-	37,644.00	37,644.00	-	-	-	37,644.00
070	Respiratory Therapy		Replace Cabinets	6,000.00			6,000.00				6,000.00
070	Respiratory Therapy		Transport Ventilator replacement			18,044.14	18,044.14				18,044.14
070	Respiratory Therapy		Infant Warmer			22,738.84	22,738.84				22,738.84
070	Respiratory Therapy		PAPRs program - Replaces fit testing and N95 masks for general use			28,867.92	28,867.92				28,867.92
			Total Respiratory Therapy	6,000.00	-	69,650.90	75,650.90	-	-	-	75,650.90
075	Physical Therapy		Leander Variable Height Flexion/Distratration Table			5,731.60	5,731.60				5,731.60
			Total Physical Therapy	-	-	5,731.60	5,731.60		-	-	5,731.60
080	Dietary		POS System (basic system only)		10,000.00		10,000.00				10,000.00
080	Dietary		Renovation of Dining Room for Residents			17,000.00	17,000.00				17,000.00
			Total Dietary	-	10,000.00	17,000.00	27,000.00	-	-	-	27,000.00
115	Plant Maint.	1820	replace medical air compressor	38,000.00	17,000.00		55,000.00		43,303.36		11,696.64
115	Plant Maint.		to allow us to run boilers for hot water & air	11,220.00			11,220.00				11,220.00
115	Plant Maint.		Badge Readers		11,000.00		11,000.00				11,000.00
115	Plant Maint.		PT Flooring		12,500.00		12,500.00				12,500.00
115	Plant Maint.		Lobby Flooring		7,200.00		7,200.00				7,200.00
115	Plant Maint.		Fire Door Repairs		20,000.00		20,000.00				20,000.00
115	Plant Maint.		Re Skin SNF Cabinets		22,000.00		22,000.00				22,000.00
115	Plant Maint.		Equipment Trailer for Plant Maintenance		7,000.00		7,000.00		7,000.00		-
115	Plant Maint.		SNF Tub Replacement		14,000.00		14,000.00	14,000.00			-
115	Plant Maint.		A/C 1 Steam Coil		8,000.00		8,000.00				8,000.00

Dept No.	Department	CER	Request Description	FY 2018	FY 2019	FY 2020	Total Budget	Donations	Total Paid Prior	Total Paid FY 2020	Budget Remaining
115	Plant Maint.		A/C 2 Steam Coil		10,000.00		10,000.00				10,000.00
115	Plant Maint.		SNF Exit Doors		25,000.00		25,000.00				25,000.00
115	Plant Maint.		Sprinkler Head Replacement		10,000.00		10,000.00				10,000.00
115	Plant Maint.		SNF Shower Tile		25,000.00		25,000.00	6,000.00			19,000.00
115	Plant Maint.		Disassembly, rebuild, anchor Med AirCompress		16,600.00		16,600.00				16,600.00
115	Plant Maint.		Plant Plumbing Repairs		16,000.00		16,000.00				16,000.00
115	Plant Maint.		New Snow Plow Blade for Existing Truck		7,000.00		7,000.00				7,000.00
115	Plant Maint.		Acute/SNF Ice Machine		7,000.00		7,000.00		7,000.00		-
115	Plant Maint.	1902	Parking Lot Repairs		24,000.00		24,000.00				24,000.00
115	Plant Maint.		Landscaping		24,800.00		24,800.00				24,800.00
115	Plant Maint.		New Service to Current Camera System		13,000.00		13,000.00				13,000.00
115	Plant Maint.		Update Badge Rendering Software		13,000.00		13,000.00				13,000.00
115	Plant Maint.		Add more cameras		9,800.00		9,800.00				9,800.00
115	Plant Maint.		Renovate Front Lobby		15,000.00		15,000.00				15,000.00
115	Plant Maint.		new Dodge Truck			55,000.00	55,000.00				55,000.00
115	Plant Maint.		Asphalt adjacent to RHC for parking			28,000.00	28,000.00				28,000.00
Total Plant Maintenance				49,220.00	334,900.00	83,000.00	467,120.00	20,000.00	57,303.36	-	389,816.64
125	Info Technology	1801	Forty Lenovo M700 Micro computers	32,928.40			32,928.40		27,128.28		5,800.12
125	Info Technology		Software Upgrade 2010 Veritas Backup Exec		6,908.68		6,908.68				6,908.68
125	Info Technology		Service Addition to Nutanix farm		20,313.86		20,313.86				20,313.86
125	Info Technology	1903	Proactive Server and Storage Upgrade-Cloud T-System		12,500.00		12,500.00				12,500.00
125	Info Technology	1915	Server/Storage Refresh for CPSI		98,234.00		98,234.00		93,469.89		4,764.11
125	Info Technology	1911	Upgrade Licenses - Microsoft Windows		17,000.00		17,000.00		6,670.00		10,330.00
125	Info Technology	1916	30 Lenovo ThinkCentre M710q computers		28,000.00		28,000.00		22,199.50		5,800.50
125	Info Technology	1918	HIPAA Risk Assessment Penitration Testing by Dell		30,400.00		30,400.00		30,400.00		-
125	Info Technology		20 Lenovo Tiny in One Computers			20,148.93	20,148.93				20,148.93
125	Info Technology		Overhead Paging System			10,000.00	10,000.00				10,000.00
125	Info Technology		Upgrade licenses-Microsoft			50,976.42	50,976.42				50,976.42
125	Info Technology		Server refresh to the Nutanix farm			17,250.00	17,250.00				17,250.00
125	Info Technology		Environ monitoring and alerting system servers and network storage closets			9,000.00	9,000.00				9,000.00
Total Info Technology				32,928.40	213,356.54	107,375.35	353,660.29	-	179,867.67	-	173,792.62
130	Disaster		Replace expired hazmat equipment	33,500.00			33,500.00				33,500.00
130	Disaster	1926	2 backup disaster vents for nursing use		7,500.00		7,500.00		7,500.00		-
Total Disaster				41,000.00	-	-	41,000.00	-	7,500.00	-	33,500.00
Total for Hospital:				204,348.40	714,956.54	558,301.85	1,477,606.79	35,000.00	252,969.09	-	1,189,637.70
<u>Other Possible Capital Purchases</u>											
				-	-		-	-	-	-	-
<u>Emergency Additions to Budget:</u>											
				-	-		-	-	-	-	-
				204,348.40	714,956.54	558,301.85	1,477,606.79	35,000.00	252,969.09	-	1,189,637.70