



**BOARD OF DIRECTORS
FINANCE COMMITTEE MEETING AGENDA
TUESDAY, MARCH 01, 2022**

1:00 PM – CLOSED SESSION - MAIN CONFERENCE ROOM

1:30 PM – OPEN SESSION- MAIN 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** **Steve Baker, Treasurer**
2. **ROLL CALL** **Shelly Egerer, Executive Assistant**
3. **ADOPTION OF AGENDA***
4. **PUBLIC FORUM FOR CLOSED SESSION**
Opportunity for members of the public to address the Committee 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.)
5. **ADJOURN TO CLOSED SESSION***

CLOSED SESSION

1. **TRADE SECRETS: *Pursuant to Health and Safety Code Section 32106, and Civil Code Section 3426.1**
 - (1) ABS Staffing Solutions (Anticipated Disclosure 03/01/22)
 - (2) Radius Staffing Agreement (Anticipated Disclosure 03/01/22)
 - (3) MedPro Staffing Agreement (Anticipated Disclosure 03/01/22)
 - (4) Brent Beaird, MD SNF Medical Director Service Agreement (Anticipated Disclosure 03/01/22)
2. **REAL PROPERTY NEGOTIATIONS: *Government Code Section 54956.8/TRADE SECRETS: *Pursuant to Health and Safety Code Section 32106 and Civil Code Section 34266.1**
 - (1) Property Acquisition/Lease/Tentative Improvement (Anticipated Disclosure 03/01/22)

OPEN SESSION

1. **CALL TO ORDER** **Steve Baker, Treasurer**
2. **RESULTS OF CLOSED SESSION*** **Steve Baker, Treasurer**

3. PUBLIC FORUM FOR OPEN SESSION

Opportunity for members of the public to address the Committee on Open 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.)

4. DIRECTORS COMMENTS

5. APPROVAL OF MINUTES*

A. February 01, 2022

6. OLD BUSINESS*

- None

7. NEW BUSINESS*

Evan Rayner, CEO

A. Discussion and Potential Recommendation to the Board of Directors the Following Service Agreements:

- (1) ABS Staffing Solutions Agreement
- (2) Radius Staffing Agreement
- (3) MedPro Staffing Agreement
- (4) Brent Beaird, MD SNF Medical Director Service Agreement

8. PRESENTATION AND REVIEW OF FINANCIAL STATEMENTS*

A. January 2022

B. CFO Report

9. ADJOURNMENT*

*** Denotes Actions Items**

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BOARD OF DIRECTORS
FINANCE COMMITTEE MEETING MINUTES
41870 GARSTIN DR., BIG BEAR LAKE, CA 92315
FEBRUARY 01, 2022**

MEMBERS Steven Baker, Treasurer Evan Rayner, CFO
PRESENT: Jack Briner, 2nd Vice President Shelly Egerer, Executive Assistant
Garth Hamblin, CFO

STAFF: Kerri Jex Mary Norman

OTHER: Woody White w/QHR Jerrell Tucker w/JWT & Associates, LLP

COMMUNITY

MEMBERS: None

ABSENT: None

OPEN SESSION

1. CALL TO ORDER:

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

2. ROLL CALL:

Steven Baker and Jack Briner were present. Also present were Evan Rayner, CEO, Garth Hamblin, CFO and Shelly Egerer, Executive Assistant.

3. ADOPTION OF AGENDA:

Board Member Briner motioned to adopt the February 01, 2022 Finance Committee Meeting Agenda as presented. Second by Board Member Baker to adopt the February 01, 2022 Finance Committee Meeting Agenda as presented. Board Member Baker called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Baker - yes
- Board Member Briner- yes

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION:

Board Member Baker opened the Hearing Section for Public Comment on Closed Session items at 1:02 p.m. Hearing no request to address the Finance Committee, Board Member Baker closed the Hearing Section at 1:02 p.m.

2. ADJOURN TO CLOSED SESSION:

Board Member Baker motioned to adjourn to Closed Session at 1:02 p.m. Second by Board Member Briner to adjourn to Closed Session at 1:02 p.m. Board Member Baker called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Baker - yes
- Board Member Briner- yes

OPEN SESSION

1. CALL TO ORDER:

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

2. RESULTS OF CLOSED SESSION:

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

3. PUBLIC FORUM FOR OPEN SESSION:

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

4. DIRECTOR'S COMMENTS:

- None

5. APPROVAL OF MINUTES:

A. January 04, 2022

Board Member Briner motioned to approve the January 04, 2022 minutes as presented. Second by Board Member Baker to approve the January 04, 2022 minutes as presented. Board Member Baker called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Baker - yes
- Board Member Briner- yes

6. OLD BUSINESS:

- None

7. NEW BUSINESS*

A. Discussion and Potential Recommendation to the Board of Directors the Following Service Agreements:

- (1) Comtrix Healthcare Staffing Agreement
 - Mr. Rayner reported this is a clinical laboratory scientist agreement, CLS out of the Philippines, \$50 per hour and 3-year agreement, would end up being district employees at the term of the agreement.
- (2) Michael Chin, MD; DbA: Mission Surgical Clinic Service Agreement
 - Mr. Rayner reported that Dr. Chin agreement is renewal began seeing patients at clinic and surgical cases to begin in the next few months
- (3) Michael Norman, DO, Medical Director Respiratory/EKG Department Service Agreement
 - Mr. Rayner reported this is a renewal agreement for Dr. Norman to provide RT Director Services.

Board Member Briner motioned to provide a positive recommendation to the Board of Directors of agreements one through three as presented. Second by Board Member Baker to provide a positive recommendation to the Board of Directors of agreements one through three as presented. Board Member Baker called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Baker - yes
- Board Member Briner- yes

B. Discussion and Potential Recommendation to the Board of Directors the 2021 Fiscal Year Audited Financial Report:

- Mr. Tucker reported the following information:
 - Received clean report
 - No significant reportable findings
 - IGT payments were accrued \$1.7 million net
 - \$7.6 million received from COVID
 - Workers comp audit adjustment
 - No difficulties with management
 - Audit went very well
 - Bottom line of \$4.7 million
 - District is doing very well and the district is well positioned
 - Continue to add to cash and investments
 - Patient AR has increased
 - Net income margin is doing well

Board Member Briner motioned to provide a positive recommendation to the Board of Directors of 2021 Fiscal Year Audited Financial Statement. Second by Board Member Baker to provide a positive recommendation to the Board of Directors of 2021 Fiscal Year Audited Financial Statement. Board Member Baker called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Baker - yes
- Board Member Briner- yes

8. PRESENTATION AND REVIEW OF FINANCIAL STATEMENTS*

A. December 2021 Finances:

- Mr. Hamblin reported the following information:
 - Loss for the month of December
 - Seeing significant for increase in cost for supplies, COVID pay, staffing for key departments
 - Days cash on hand 438
 - Net patient revenue was 13.4% lower than budget
 - CARES Act Loan will be forgiven

B. CFO Report:

- Mr. Hamblin reported the following:
 - **Vaccine Confidence HRSA Grant:**
 - Received a HRSA grant of \$100,000
 - Purchased vehicle to conduct home visits
 - IT equipment for vaccination clinics
 - Employee Health Nurse wage and benefits
 - Marketing for vaccines
 - Indirect cost

- **American Rescue Plan (ARP) SHIP:**
 - Qualify for additional \$250,000
- **Big Bear Urgent Care Inc.:**
 - Provided a graph by month on patients seen
 - Continue to track visits
 - Staff is learning how to use EHR
 - Will periodically report on expenses

Board Member Briner motioned to approve the December 2021 Finance Report and CFO Report as presented. Second by Board Member Baker to approve the December 2021 Finance Report and CFO Report as presented. Board Member Baker called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Baker - yes
- Board Member Briner- yes

9. ADJOURNMENT*

Board Member Baker motioned to adjourn the meeting at 2:24 p.m. Second by Board Member Briner to adjourn the meeting. Board Member Baker called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Baker - yes
- Board Member Briner- yes



Recommendation for Action

Date: February 25, 2022

To: Finance Committee & Board of Directors

From: Evan Rayner, CEO

Re: AB Staffing Solutions Agreement
Radius Staffing Solutions
MedPro International Healthcare Staffing Agreement
Brent Beaird, MD, SNF Medical Director Service Agreement

Recommendation:

To approve AB Staffing Solutions, Radius Staffing Solutions, MedPro, and Brent Beaird, MD SNF Director Service Agreements as presented.

Discussion:

AB Staffing Solutions previously signed December 2020, this is a national staffing agreement for recruitment of RN's, Rad Tech and Respiratory Therapist ranging \$150.00 to \$190.00 per hour. This is an ongoing agreement with a 30-day termination notice without cause.

Radius Staffing Solutions previously signed May 2021, this is a national staffing agreement for recruitment and permanent placement for laboratory staffing. Fee is 25% for 1st years' salary. This is an ongoing agreement with a 14-day termination notice without cause. (CLS hired February 2022)

MedPro International Healthcare Staffing Agreement is to provide long-term permanent/interim healthcare professionals to meet the district's needs in critical clinical positions. This is an ongoing agreement with a 120 termination without cause cancellation notice.

- RN rates \$80.00 to \$95.00 depending on specialty
- CLS rates \$75.00 to \$85.00

Brent Beaird, MD (Medical Doctor) is an agreement for SNF Director services, replacing Dr. Norman, effective April 1, 2022. This is a two-year term, \$2,500.00 monthly stipend and a 60-day termination notice without cause.

SUPPLEMENTAL STAFFING AGREEMENT

THIS SUPPLEMENTAL STAFFING AGREEMENT (the "Agreement") is entered into this 7th day of December 2020, between Bear Valley Community Healthcare District, with its physical location at 41870 Garstin Dr. Big Bear Lake, CA ("Client") and AB Staffing Solutions, LLC an Arizona limited liability company, with its principal office located at 3451 S. Mercy Road, Suite 102, Gilbert, Arizona 85297 ("ABSS") (each a "Party" and collectively the "Parties").

RECITALS

- A. Client operates an acute care hospital, nursing home, clinic and/or other patient care facility(ies).
- B. ABSS is a temporary staffing company in the business of recruiting qualified personnel and providing supplemental clinical and non-clinical healthcare staffing services to commercial and governmental healthcare clients.
- C. Client desires ABSS to provide, when requested and on a non-exclusive basis, competent and qualified supplemental staffing.

THEREFORE, the Parties agree as follows:

AGREEMENT

1 Requests for Staff; Qualifications. Upon request by Client, ABSS will use its best efforts to recruit, interview, screen and assign competent and qualified temporary supplemental personnel, whether employees or independent contractors of ABSS (individually and collectively "Staff") to Client to meet Client's supplemental staffing needs. All Staff supplied by ABSS shall be appropriately screened by ABSS in accordance with policies and procedures consistent with the then current published standards of The Joint Commission. Such screening will include, without limitation, obtaining pertinent information concerning the past employment, licensure, certification, education and professional skills of Staff. ABSS shall make available all screening information of Staff to Client upon request. Each Staff is subject to approval by Client. The average time required for Staff to report to a facility is 7 days from hire and completion of the appropriate background and credentialing activities.

2 Training; Policies and Procedures; Discipline of Staff.

2.1 At the outset of any assignment, Client shall orient each Staff to its facility and rules and regulations, and shall provide Staff with information about the facility's policies and procedures, including dress code, physical layout, emergency procedures and equipment. Client shall also confirm Staff's competency and ability in the proper use of any equipment to be used by such Staff in connection with the assignment.

2.2 Staff shall perform the Services described herein for the benefit of the Client and under the direction of a Client Clinical Manager or other written designee. Staff initially requested for a particular area may be reassigned to other areas by Client after arriving at Client's facility or at any time while working for Client, subject to Staff's demonstrated competency, appropriate certifications, credentials and professional qualifications. Staff should be reassigned only to areas of comparable clinical diagnoses and acuities.

2.3 Client agrees to notify ABSS in writing within 24 hours of any event, competency issue, unexpected incident, including errors, unanticipated deaths and other events related to the care and services provided by any Staff. Client agrees to notify ABSS in writing whenever an incident/injury report related to Staff is completed. ABSS will document and track all incidents, injuries and unexpected events. Staff assigned by ABSS to Client under this Agreement are employees of ABSS or, in some cases, independent contractors, and are not employees, contractors or agents of Client.

2.4 If Client concludes that any Staff assigned to Client by ABSS is not performing such Staff's duties in a satisfactory manner or that such Staff is otherwise failing to satisfy the criteria for qualified Staff, such Staff shall not be permitted to continue working for Client. Under such circumstances, Client may immediately terminate Staff's assignment and ask such Staff to immediately leave Client's property. Client shall immediately inform ABSS in

writing of any such action. ABSS will be paid for the actual hours worked by such Staff prior to dismissal. Client shall cooperate in an evaluation of Staff relative to such Staff's ability to perform specific job functions and responsibilities upon completion of any assignment.

3 Fees; Invoicing; Payment Terms.

3.1 All-inclusive hourly rates, representing the entire rate to be charged to Client for Staff provided by ABSS, are set forth on the attached Schedule A – Rate Schedule. Notwithstanding the foregoing, any sales tax, gross receipt tax, business and organization tax, excise tax, or other similar tax imposed by any governmental jurisdiction will be charged to the Client in addition to the hourly rate set forth on Schedule A. The Rate Schedule is not subject to adjustment unless agreed upon by both Parties in writing. Pricing is subject to renegotiation when either Party initiates negotiations; however, during such negotiations, the most recent Rate Schedule shall remain in effect until a new structure is agreed upon in writing.

3.2 ABSS will invoice Client on a weekly basis for the Services provided under this Agreement. Invoices shall be remitted to Client by email to Jacob.phillips@bvhcd.com which mode of transmission and/or address may be changed by Client upon written notice pursuant to Section 9.

3.3 Invoices will be supported by the pertinent time sheets documenting time worked by the assigned Staff. Client's signature or other agreed method of approval of the time sheets submitted for assigned Staff certifies that the documented hours are correct and authorizes ABSS to bill Client for those hours.

3.4 All invoices shall be serially numbered and shall contain the following information: (i) Staff's name, (ii) Date worked, (iii) Total hours worked, (iv) Hourly rate, (v) Total charge, (vi) Overtime identified, (vii) Additional charges identified, and (viii) any applicable sales tax, gross receipt tax, business and organization tax, excise tax, or other similar tax imposed by any governmental jurisdiction on the services provided under this Agreement.

3.5 Payment is due upon receipt of the invoice. All payments shall be in U.S. Dollars. Invoices that are not paid within thirty (30) days of the date of such invoice will be considered Past Due and will be subject to interest from the date of such invoice at a rate equal to the lesser of 10% per annum or the maximum amount allowed by law. Client agrees that it is responsible to ABSS for all costs of collection, including, but not limited to, attorney's fees and taxable and non-taxable costs and expenses. Client also agrees that ABSS may discontinue an assignment at any time, in its sole discretion, should Client not timely remit payment based on the terms of payment set forth in this Agreement.

3.6 Client agrees that in the event any Staff assigned by ABSS to Client becomes employed, in the broadest sense, directly or indirectly, by Client or any affiliate or related party of Client, or provides services of any kind through any third party at the facility such Staff was assigned to by ABSS, other than pursuant to the terms of this Agreement, (collectively "**Direct Client Employment**"), within the first 6 months from the date the assignment began, Client shall pay to ABSS a conversion fee equal to (a) 15% of the first year's salary for each such Staff providing services as a nurse (other than an advanced practice nurse) and/or in any other allied health position, and (b) 20% of the first year's salary for each such Staff providing services as a physician or advanced practice nurse. In the event any form of Direct Client Employment of Staff occurs more than 6 months after the date the ABSS assignment began, Client shall pay to ABSS a conversion fee equal to (a) 10% of the first year's salary for each such Staff providing services as a nurse (other than an advanced practice nurse) and/or in any other allied health position, and (b) 15% of the first year's salary for each such Staff providing services as a physician or advanced practice nurse. Should such Staff leave voluntarily or be terminated for just cause within the first 90 days of Direct Client Employment, the conversion fee(s) shall be refunded on a pro-rata basis. Otherwise, there will be no adjustment in any conversion fee.

4 ABSS Insurance. ABSS shall purchase and maintain during the duration of this Agreement the following insurance coverages:

4.1 Workers' compensation and employer's liability insurance covering ABSS's legal and statutory obligations for damages due to bodily injury either by accident or disease, occurring to any ABSS employee in connection with their employment.

4.2 Unemployment insurance as required by law for all employees.

4.3 General liability insurance covering ABSS Staff, employees, contractors and agents for bodily injury, personal injury or property damage claims arising out of or relating to the activities of ABSS. Minimum limits of liability for the above coverage shall be \$1,000,000 per occurrence and \$3,000,000 annual aggregate for bodily injury and property damage.

4.4 Professional liability insurance covering ABSS Staff, employees, contractors and agents. Minimum limits of liability shall be \$1,000,000 per incident and \$3,000,000 annual aggregate.

4.5 Upon Client's request, ABSS will provide Client with certificates of insurance as evidence that all coverage required under this Agreement have been obtained and are in full force and effect.

5 Cooperation. The Parties agree to cooperate fully and to provide assistance to the other Party in the investigation and resolution of any complaints, claims, actions or proceedings that may be brought by or that may involve any ABSS Staff.

6 Representations.

6.1 ABSS represent that it does not unlawfully discriminate against its Staff, employees, contractors, or agents and that it fully complies with all applicable local, state and federal anti-discrimination and employment related regulations and laws.

6.2 ABSS represents and warrants that ABSS has not been excluded from any Federal healthcare program. ABSS verifies that it has not been nor is it presently excluded or subject to sanctions by any regulatory or governmental agencies. ABSS also represents and warrants that all Staff (a) are not Excluded Individuals or Entities, and (b) have been screened for exclusion status under the OIG List and the GSA List.

7 Termination. This Agreement may be terminated by either Party, for any reason, upon providing written notice to the other Party as set forth in Section 9, with such termination to be deemed effective the earlier of (a) thirty (30) days following such written notice or (b) the end of the last assignment of Staff placed with Client by ABSS. In the event Client terminates this Agreement upon less than thirty (30) days prior written notice to ABSS, Client shall pay to ABSS, as agreed upon liquidated damages, an amount equal to \$20/hour for nursing and allied health positions, and \$40/hour for physician positions, for each hour that such Staff would have otherwise worked under the assignment with Client through the thirty (30) day required notice period, together with any out of pocket expenses incurred, but not yet recovered, by ABSS in the placement of such Staff with Client.

8 Survival of Certain Obligations. Termination of this Agreement shall not affect any obligation of either Party which has occurred prior to such termination. Provisions of this Agreement, which by their terms extend beyond the termination or non-renewal of this Agreement will remain effective after termination or non-renewal of this Agreement.

9 Notices. All notices required or permitted to be given under this Agreement must be (a) in writing and (b) sent to the Parties at their addresses set forth below, and will be effective (i) on delivery, if delivered personally (including by messenger, telephone facsimile or overnight courier), or (ii) three (3) calendar days after mailing, by registered or certified mail, return receipt requested, postage prepaid, if given by mail:

If to ABSS: AB Staffing Solutions, LLC
Attn: Evan Burks, President
3451 S. Mercy Rd, Suite 102
Gilbert, AZ 85297

With copies to: Adam Boxberger
aboxberger@abstaffing.com
(480) 626-0832

If to Client: Bear Valley Community Healthcare District
Attn: Erin Wilson, Human Resources Director
41870 Garstin Dr.
Big Bear Lake, CA 92315
kdlncooper@gmail.com
909-878-8220

Any Party may change its address by notice given under this Section 9.

10 Indemnification. It is understood and agreed that ABSS shall not become a Business Associate of Client for purposes of HIPAA compliance in recognition of the fact that ABSS has no control over or direct access to any Protected Health Information. ABSS is performing the Services hereunder per the terms of this Agreement and is not a partner or joint venturer of the Client. Nothing contained in this Agreement is intended, nor shall it be construed, to create any responsibility on the part of ABSS for any liability, including, but not limited to claims for damages, losses, costs, expenses or damages arising from or relating to: (a) any negligent or intentional acts or omissions of Client, its employees, contractors or agents, or (b) any negligent or intentional acts or omissions of Staff, employees, contractors or agents of ABSS in circumstances where the act or omission giving rise to a potential claim occurred at the explicit or implicit direction of Client or its employees, contractors, or agents. Client agrees to indemnify, defend and hold ABSS and its Staff, employees, contractors, agents and/or other representatives harmless for, from and against any and all claims, demands, causes of action, losses, damages, costs, and expenses, including reasonable attorney's fees, arising from or relating in any manner, directly or indirectly, to any of the foregoing circumstances.

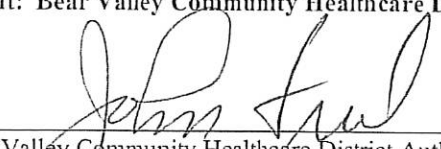
11 Miscellaneous.

- 11.1 Binding Effect.** Except as otherwise agreed, this Agreement is personal to the Parties. No Party will have the right or power to assign any of its rights or obligations, and any attempted assignment, at the option of the non-assigning Party, will be void. Subject to the foregoing, this Agreement and all of its terms will be binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors and assigns.
- 11.2 Entire Agreement.** This Agreement sets forth the entire agreement between the Parties as to its subject matter, and is subject to no promise, warranty or representation not expressly set forth.
- 11.3 No Third-Party Beneficiaries.** Except as specifically set forth in this Agreement, no person or entity other than the Parties is an intended beneficiary of this Agreement.
- 11.4 No Oral Modifications.** This Agreement may not be modified except by a writing signed by both Parties.
- 11.5 Governing Law; Venue; Waiver of Jury.** This Agreement shall be construed, interpreted, governed and enforced in accordance with the laws of the State of Arizona. Any suit to enforce this Agreement or to assert any right or remedy under this Agreement shall be brought only in the Superior Court of the State of Arizona, for Maricopa County, which shall be the exclusive venue for, and which Courts shall have exclusive jurisdiction with respect to, any such suit. The Parties hereto intentionally and knowingly waive their right to have any dispute or cause of action arising from or in any manner relating to this Agreement tried before a jury.
- 11.6 Attorneys' Fees.** If any Party commences an action or other proceeding against the other Party arising out of or in any manner relating to this Agreement, the substantially prevailing Party shall be entitled to recover from the non-substantially prevailing Party all of its reasonable attorneys' fees and taxable and non-taxable costs and expenses incurred with respect to such action or proceeding, including, without limitation, any such fees and costs incurred on appeal. In the event a judgment is entered in such action or proceeding, the judgment creditor shall be entitled to recover from the judgment debtor all of its reasonable attorneys' fees and taxable and non-taxable costs and expenses incurred in the enforcement and/or collection of the judgment upon application to the Court, which Court shall expressly reserve jurisdiction in the judgment to award such fees, costs and expenses and amend, modify and supplement the judgment accordingly.

11.7 **Captions.** Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, and do not limit or alter any of its provisions.

11.8 **Execution; Counterparts.** This Agreement will not be binding on any Party until it is executed by all Parties. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and any Party may execute this Agreement by signing any such counterpart. The signature of a Party on a faxed or electronically transmitted document shall be considered, for all purposes, an original signature.

Client: Bear Valley Community Healthcare District

By: 
Bear Valley Community Healthcare District Authorized Representative

Date: 12-11-20

AB Staffing Solutions, LLC, an Arizona limited liability company

By: _____
Evan Burks, President

Date: _____

Schedule A – Rate Schedule

COVID Rates:

Specialty	hourly
RN - ER	\$150.00

Overtime is equal to time-and-a-half of rate for applicable shift (based on a 40-hour week worked at Client facility). Overtime must be approved by the Director.

Holidays: Work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day will be invoiced at a premium Holiday rate of one and one-half (1.5) times the regular rate. Holidays begin 7:00 PM the night before the holiday, and end at 7:00 AM the day after the holiday.



Contract Cover Sheet

Contract Name: Radius Staffing Solutions
Purpose of Contract: staffing- Laboratory
Contract # / Effective Date / Term/ Cost: 4/22/21
Originating Dept. Name / Number: HR / Laboratory
Department Manager Signature: E. Wilson Date: 4/23/21
BAA: ☐ Yes ☐ No W-9: ☒ Yes ☐ No

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>via email</u>	Date: <u>5-9-21</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>4/29/21</u> ^{2590 or \$25K}
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>05 MAY 2021</u>
<u>Chief Executive Officer</u>	Signature: <u>[Signature]</u>	Date: <u>5/12/21</u>
<u>Board of Directors</u> When Applicable	Signature: <u>NA</u>	Date: <u>NA</u>

- | | |
|--|----------------------|
| 1. Final Signatures on Contract, BAA & W-9: | Date: <u>5-12-21</u> |
| 2. Copy of BAA forwarded to HIPAA Privacy Officer | Date: <u>1/28/22</u> |
| 3. Copy of Contract/BAA/W-9 forwarded to Department Manager: | Date: <u>1/28/22</u> |
| 4. Copy of Contract/BAA/W-9 forwarded to Contractor (if applicable): | Date: <u>1/28/22</u> |
| 5. Copy of Contract/BAA/W-9 scanned/emailed to Controller: | Date: <u>1/28/22</u> |

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

Contingency Search Agreement

This Contingency Search Agreement ("Agreement") by and between Bear Valley Community Hospital ("Client"), with its principal place of business located at PO BOX 1649, 41870 Garstin Road, Big Bear Lake, California 92315 and Radius Staffing Solutions, LLC ("Radius"), a Florida company with its principal place of business located at 5600 Davie Road, Davie, FL 33314 (collectively the "Parties" and each individually a "Party") is hereby made and entered into as of May 11, 2021 ("Effective Date").

Radius is a healthcare recruitment and placement company. Client would like to engage Radius to recruit healthcare professionals ("Candidates") to fill positions ("Position(s)") on a Contingency fee basis. This Agreement describes the relationship between the Parties with respect to Candidate permanent placement recruitment services on a Contingency fee basis ("Services").

1.0 Commitment

- 1.1 As requested by Client, Radius shall search for and recruit Candidates (each, a "Search"). An unlimited number of Searches may be performed under this Agreement. Radius reserves the right to refuse to perform any Search requested hereunder.
- 1.2 Radius will confirm each Search request in writing (the "Acceptance"). Each Acceptance shall include the following information: a) the Position practice area (i.e. pharmacist, nurse, physician specialty, etc.); b) the Fees for the Search and related payment terms; c) specific Search criteria required by Client, if any; and d) deviations to this Agreement, if any. Absent written objection from Client within the time period for objection specified on the Acceptance, Acceptances shall be deemed to be an accurate representation of the Parties' agreement for each Search and are hereby incorporated by reference into this Agreement. In the event Client objects to any Acceptance, Radius shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Acceptance shall be issued once the Parties reach agreement. Acceptances shall be binding on the Parties. Should any changes to a Search be agreed upon by the Parties once a Search has been initiated and a Acceptance sent, Radius shall issue a subsequent Acceptance reflecting the agreed upon changes with respect to the Search. Acceptances last in time shall be binding.
- 1.3 For each Search, Radius will identify, contact and present Candidates to Client for consideration. Client shall determine which Candidates it wishes to interview. Upon request, Radius will conduct reference checks. Reference checks are made solely to assist Client in making a preliminary determination about the suitability of a Candidate. Client acknowledges and agrees that it is solely responsible for the hiring decision and Client shall verify licensure and credential Candidates, if applicable. Subject to Section 3.0, Radius shall have no liability for any work performed by any Candidate hired by Client. Radius makes no warranty regarding any Candidate hired by Client hereunder.
- 1.4 Candidates presented by Radius shall be conclusively presumed to have been introduced to Client by Radius unless Client notifies Radius in writing within two business days of initial presentation that a Candidate is already known to Client. For purposes of this Agreement, "already known" shall be limited to circumstances where a Candidate, in the two (2) months preceding Radius's presentation, has either been presented to Client by another staffing or recruitment company or has made independent application to work for Client.
- 1.5 For each Position offer made and accepted (each, a "Placement"), Client shall promptly inform Radius and notify Radius of Candidate's start date.

- 2.0 Fees and Expenses**
- 2.1 For each Placement, Client agrees to pay the Fees as set forth in the Acceptance. Client shall be liable for payment of a Fee for any Placement made within two (2) year of Radius's initial presentation of a Candidate to Client ("Presentation Period").
- 2.2 In the event any Candidate presented by Radius to Client accepts Work (as defined below) with any third party introduced to Candidate by Client, when the introduction has been made for the purpose of enabling the third party to recruit Candidate or third party is an entity of which Client is a department, division, subsidiary or affiliate, then payment of a fee shall be owed to Radius by Client for the referral as set forth in section 2.3. The Referral Fee is intended to compensate Radius for its Services in cases where a Fee for the hired Candidate has not otherwise been paid. As used herein, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, as an employee or independent contractor.
- 2.3 Per section 2.2, in the event a Referral Fee shall be due, the Client will be invoiced a flat fee of twenty-five thousand dollars. Radius will invoice Client for the Referral Fee due upon start date. Payment is due within ten (10) days of invoice date.
- 2.4 In addition to the Placement Fees Client will also be responsible for the reimbursement if there are actual expenses incurred by Radius during the Candidate/Provider interview process. All Radius expenses in regards to Candidate/Provider travel and/or lodging will be preapproved by both Client and Radius (i.e. airfare, lodging, mileage, etc.) and will be reimbursed within 10 days after the invoice is submitted.
- 2.5 The Placement Fee as set forth in the Acceptance shall be due and payable within ten (10) days after Candidate's start date with Client.
- 2.6 Any Fees past due, including without limitation any Referral Fees shall be subject to an interest charge of 2% per month. Should it become necessary to collect monies due under this Agreement, Client agrees to pay all costs of collection, including reasonable attorney's fees and costs.
- 3.0 Courtesy Replacement Period**
- 3.1 If a Candidate hired by Client fails to continue to work for Client for thirty (30) calendar days after start of work with Client, Radius will, upon notification in writing from Client, exercise best efforts to recruit a replacement Candidate for Client for no additional Fee. However, Client will be responsible for all expenses associated with recruitment of the replacement Candidate. This replacement attempt shall not apply if Client is in breach with respect to any obligation under this Agreement or if the Candidate's failure to continue to work for Client is due to the elimination of the Position, insufficient work for the Candidate, or a change in business conditions outside the Candidate's control. Additionally, the Referral Fee for any such Candidate hired shall continue to belong to Radius regardless of the reasons for Candidate failing to continue work and the outcome of the efforts to find a replacement Candidate.
- 4.0 Term, Termination and Survivability**
- 4.1 This Agreement shall begin on the Effective Date and continue thereafter for a period of one (1) year ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew thereafter for additional one (1) year periods (each a "Term") until such time as it is terminated consistent with this Section 4.0. As used in this Agreement, "Term" may refer to either the Initial Term or any Term.
- 4.2 Either Party may terminate this Agreement with fourteen (14) days prior written notice. As an alternative to cancellation of this Agreement and in order to preserve Client's ability to request Searches, subject to Section 2.0 either Party may cancel any individual Search or Acceptance hereunder with fourteen (14) days prior written notice to the other Party. Should Radius terminate this Agreement, it shall, for each Search in process at the time of termination and in its sole discretion, elect to either: a) complete the Search; or b) discontinue the Search. Radius shall provide written notice of its election hereunder with respect to each

Search in process within five (5) business days of notice of termination. The obligations under Sections 1.3, 1.4, 2.0, 3.0, 4.2 and 5.0 of this Agreement and any Acceptance shall survive any termination or cancellation.

5.0 Miscellaneous


5.1 For all notices required hereunder, including Acceptances, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery via a reputable carrier. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices hereunder communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder. An executed facsimile of this Agreement shall have the same effect as an original.

5.2 This Agreement shall be governed by the laws of the State of Florida, with venue for any action based upon this Agreement lying in Broward County, Florida. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any Candidate on the basis of race, age, gender or gender identity, disability, religion, national origin, veteran/military status, pregnancy status, or sexual orientation.

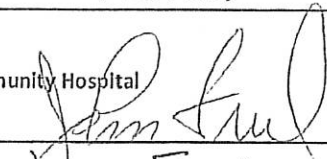
5.3 This Agreement, together with each Acceptance issued hereunder, constitutes the entire agreement between the Parties with respect to the provision of Services. Except for Acceptances as described in this Agreement which shall be in writing but shall not require a signature, any changes to this Agreement must be made in writing, signed by both Parties. In the event of a conflict between this Agreement and any Acceptance, the Acceptance shall apply with respect to the Search which is the subject of the Acceptance. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, all other provisions will remain in effect.

By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing Contingency Search Agreement.

Radius Staffing Solutions, LLC

Signature: 
Printed Name: Anthony Romano
Title: Dir. of Recruitment
Date: 5/12/2021

Bear Valley Community Hospital

Signature: 
Printed Name: John Friel
Title: CEO
Date: May 11, 2021



Contingency Search Agreement Acceptance

This Acceptance ("Acceptance") by and between Bear Valley Community Hospital ("Client") and Radius Staffing Solutions, LLC. ("Radius") is hereby issued pursuant to the Contingency Search Agreement ("Agreement") effective May 11, 2021 and confirms the request by Client to initiate a Search for a Laboratory Science professional ("Search") that is eligible to work in the state of California.

This Acceptance is dated May 11, 2021 ("Effective Date"). This Acceptance shall have a term of one (1) year from the Effective Date. The Agreement, and any terms and conditions defined thereunder, is hereby incorporated by reference.

The Fee for the Placement shall be 25 % of the candidate's first year's gross compensation

This Acceptance shall be binding unless written objection is received by Radius with Forty-eight (48) hours of receipt of Acceptance by Client. In the event an objection is received, a corrected Acceptance shall be communicated.

Foreign-Trained Healthcare Professionals Long-Term Staffing Agreement

This Foreign-Trained Healthcare Professionals Long-Term Staffing Agreement ("Agreement") is entered into on _____ by and between **Management Health Systems, LLC d/b/a MedPro International** located at 1580 Sawgrass Corporate Parkway Suite 200, Sunrise, Florida 33323 ("MedPro" or "Agency"), and **Bear Valley Community Healthcare District** located at 41870 Garstin Dr., Big Bear Lake, CA 92315 ("Client"). MedPro and Client may each be referred to herein as a "Party" and collectively as the "Parties".

Recitals:

WHEREAS, MedPro is in the business of identifying, training, and employing foreign-trained healthcare professionals (each a "Long-Term Healthcare Professional") and placing them on a supplemental basis at third-party healthcare facilities; and

WHEREAS, Client is a healthcare facility and wishes to engage MedPro to provide Long-Term Healthcare Professionals to its facility(ies) under specific work assignments ("Assignment").

NOW THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Description of Services

- A. Client designates MedPro as a non-exclusive provider of Long-Term Healthcare Professionals to meet its staffing needs. MedPro will supply Long-Term Healthcare Professionals to perform services for Client (the "Services") under Assignment. MedPro may provide the same or similar Services to other health care facilities not owned or affiliated with Client.
- B. As part of the Services, MedPro shall present to Client Long-Term Healthcare Professionals in various disciplines, to fill Client's needs. Prior to presentation, MedPro shall carefully screen each Long-Term Healthcare Professional to determine their competence.
- C. Client shall review the profiles of Long-Term Healthcare Professionals presented by MedPro and identify those Long-Term Healthcare Professionals it wishes to interview. MedPro will schedule the Long-Term Healthcare Professional for interview by the Client via phone or Skype. In-person interviews may also be utilized when practical to do so. Client may waive the right to identify or interview the Long-Term Healthcare Professionals.
- D. Once a Long-Term Healthcare Professional is selected for an Assignment, MedPro shall perform all actions reasonably required and use its best efforts to cause the Long-Term Healthcare Professional to timely commence and successfully undertake the Assignment.
- E. The quality of the healthcare provided to Client's patients is of primary concern to both Parties and each Party agrees to regularly communicate with the other Party regarding the quality and competency of the Long-Term Healthcare Professionals on an Assignment.
- F. Client and MedPro shall each assign one employee, and an alternate, to be the respective Party's primary point of contact.
- G. Services will be performed according to Joint Commission standards. MedPro shall provide Client with proof of compliance with Joint Commission standards upon request.

2. MedPro Employment Obligations

- A. The Parties acknowledge and agree that MedPro, rather than Client, is the employer of any Long-Term Healthcare Professionals on an Assignment to Client.
- B. MedPro shall comply with all federal laws, regulations and procedures regarding the employment of Long-Term Healthcare Professionals including, but not limited to, ensuring that each is duly authorized to work in the United States.
- C. MedPro shall:
 - a. Timely pay all wages due its Long-Term Healthcare Professionals on Assignments; and
 - b. Provide each Long-Term Healthcare Professional with statutory benefits (including workers' compensation and unemployment insurance benefits) and supplemental health insurance and other optional benefits; and
 - c. Withhold, pay, and timely transmit payroll taxes for each Long-Term Healthcare Professional; and
 - d. Provide and pay for each Long-Term Healthcare Professional's professional-liability insurance.
- D. MedPro warrants that it will require each Long-Term Healthcare Professional placed on an Assignment to comply with all state and federal laws, rules, and regulations related to; CDC, OSHA, Universal Precautions, TB, Infectious Waste, Joint Commission Standards, and CMS.
- E. MedPro is a drug-free work environment and will screen each Long-Term Healthcare Professional to ensure they have the appropriate State license, immunizations, background checks, and clearance necessary to work as a Healthcare Professional in the State where the Client's facility is located.
- F. Each Long-Term Healthcare Professional shall be advised that they are not an employee of the Client and shall look solely to MedPro as his/her employer and for the benefits that (s)he is entitled to receive and for any employment-related issues.

3. Orientation and Management of Long-Term Healthcare Professionals

- A. MedPro will provide each Long-Term Healthcare Professional with orientation regarding MedPro's internal policies and practices.
- B. Client shall be responsible for providing Client-specific orientation to Long-Term Healthcare Professionals upon commencement of the Assignment and providing each Long-Term Healthcare Professional with orientation to the unit to which (s)he will be assigned. Such orientation and training shall include instructions regarding patient confidentiality. Long-Term Healthcare Professionals shall be provided a minimum of two weeks of Client-specific orientation, which may be extended for up to an additional two weeks on a case-by-case basis. During the period of orientation, Client shall pay MedPro the orientation bill rate specified in Appendix A.
- C. Client may request that MedPro allow Long-Term Healthcare Professionals to float to other units in its facilities if the Long-Term Healthcare Professional has the competencies required to perform the duties assigned. In such cases, immediately upon transfer, Client shall provide Long-Term Healthcare Professional with an orientation to the unit.
- D. MedPro and Client shall include Long-Term Healthcare Professionals in programs and trainings designed to meet the National Patient Safety Goals and the Performance Improvement Measures of CDC, OSHA, CMS, OIG, The Joint Commission, and other governmental agencies. Client shall

maintain a record of the training and provide MedPro with written documentation of the training received by each Long-Term Healthcare Professional on Assignment.

- E. Client certifies that an exposure control program including a blood-borne pathogens policy and procedure (according to OSHA CFR 1910.1030), is in effect at the facilities where the Long-Term Healthcare Professionals are on Assignment and will be shared with Long-Term Healthcare Professionals as required by statute. Copies of this policy and procedure shall be available to MedPro upon request. In addition, Client shall provide appropriate personal protective equipment for each Long-Term Healthcare Professional assigned to the Client's facilities.
- F. At all times, Long-Term Healthcare Professionals, when on Assignment at the Client, shall retain the full authority and responsibility for patient care and professional medical management of its clients. Client shall monitor Long-Term Healthcare Professional to ensure that the patient care is provided in a safe and effective manner and in accordance with community standards.
- G. Client shall not require Long-Term Healthcare Professionals to work any off-the-clock time.
- H. Client shall provide a minimum schedule to each Long-Term Healthcare Professional on Assignment ("Guaranteed Hours") of thirty-six (36) hours per week. Non-worked hours resulting from the absence of the Long-Term Healthcare Professional due to illness or personal reasons, or closure of the Facility for a Holiday will reduce the Guaranteed Hours. Client is permitted to float or reassign Long-Term Healthcare Professionals within the facility to other areas of practice within their clinical competence to fulfill the Guaranteed Hours. The decision by the Client to float a Long-Term Healthcare Professional to an Assignment that has a lower bill rate shall not entitle the Client to apply a lower bill rate. Client shall continue to pay the higher bill rate.
- I. Client shall not approve time off for any Long-Term Healthcare Professional without prior consent from MedPro. Client agrees to provide each Long-Term Healthcare Professionals with all meal periods and rest breaks as required by law.
- J. In the event Client seeks to cancel a confirmed Assignment prior to its start, Client shall provide a minimum of fourteen (14) days' notice prior to the scheduled start date. If Client cancels a confirmed Assignment upon less than fourteen (14) days' notice, Client shall pay one (1) week of the hourly contracted billable base rate for that employee, based upon a 36-hour work week, as liquidated damages.
- K. Nurses assigned to work in California will not accept a patient assignment above the nurse patient ratio adopted by the California Office of Administrative Law (OAL), AB 394, of September 2003.
- L. Upon MedPro's request, Client shall provide MedPro feedback in the form of a written evaluation of the performance and competencies of Long-Term Healthcare Professionals placed on Assignment at Client's facilities. Feedback is encouraged and allows MedPro to continuously assess the Long-Term Healthcare Professionals clinical competencies for each evaluation period helping to improve patient care and safe practices. Clinical evaluations are completed in compliance with Joint Commission standards for MedPro (Joint Commission Health Care Staffing Certification).
- M. MedPro, as the employer of the Long-Term Healthcare Professionals, is solely responsible for any disciplinary actions regarding performance of the Long-Term Healthcare Professionals.

4. Incidents and Reporting

- A. Client shall notify MedPro immediately of any Incidents, errors, sentinel events, injuries, unanticipated deaths or safety hazards, ethical issues/concerns, cultural issues/concerns, complaints, grievances, absenteeism, tardiness, failure to perform duties at expected levels, any violation of local, state, and federal laws, property damage, negative pattern or trend, or any other adverse event involving the

Long-Term Healthcare Professional. Each of the above may initially be reported by telephone but must immediately thereafter be followed up by the Client either by email or letter to MedPro that contains such sufficient detailed information to allow MedPro to timely work with Long-Term Healthcare Professional and Client to clarify, arbitrate, resolve, or implement disciplinary actions, or take whatever actions MedPro deems appropriate. Client shall to the extent required by applicable law report any Incidents to the designated reporting body. "Incidents" are defined as situations that have or could result in legal action, workers' compensation injury or illnesses, or infractions of the Client's policies and procedures.

- B. Within forty-eight (48) hours of the occurrence of any Incident involving a Long-Term Healthcare Professional, Client shall obtain from the Long-Term Healthcare Professional all necessary forms or documentation. MedPro authorizes reimbursement to Client for post exposure medical evaluation and first aid. MedPro will maintain all responsibility for post-exposure follow-up care.
- C. MedPro, at all times, retains sole responsibility for disciplinary actions regarding, and termination of, its Long-Term Healthcare Professionals. But MedPro authorizes Client to, at any time, require a Long-Term Healthcare Professional to leave its facility if it believes that he/she has engaged in misconduct or negligence. Upon such removal, Client will immediately notify MedPro in writing either by email or letter and provide sufficient detailed information regarding the reason for the removal. Removal of a Long-Term Healthcare Professional by Client will not terminate the employer-employee relationship between MedPro and Long-Term Healthcare Professional, as only MedPro can terminate its employees. Client shall be liable to pay MedPro for all hours worked by the Long-Term Healthcare Professional prior to removal.
- D. Long-Term Healthcare Professionals may report issues at a Client facility or MedPro directly to The Joint Commission without fear of retaliation from the Client or MedPro.

5. Damages for Breach of Non-Solicitation.

Client acknowledges that MedPro employs each Long-Term Healthcare Professional under a long-term employment agreement; that MedPro makes a sizable investment in the recruitment, training and deployment of such Long-Term Healthcare Professionals; and that MedPro has additional work assignments available for each of them. Client acknowledges that Client's breach of this non-solicitation provision would cause significant financial harm to MedPro. As such, the Parties agree as follows:

- a. Long-Term Healthcare Professionals who are introduced¹ to Client or its affiliated facilities:
Client and its affiliated facilities shall not knowingly, for any reason, contact or solicit, directly or indirectly, any Long-Term Healthcare Professional to become employed or engaged directly or indirectly by Client or its affiliated facilities during (i) the Long-Term Healthcare Professional's Commitment Term with MedPro and (ii) the Non-Compete Period. The Non-Compete Period is defined as two (2) years after the expiration and/or termination of the Long-Term Healthcare Professional's employment with MedPro.
- b. Long-Term Healthcare Professionals who work on Assignment for Client or its affiliated facilities:
Client and its affiliated facilities shall not, for any reason, contact or solicit, directly or indirectly, any Long-Term Healthcare Professionals to become employed or engaged directly or indirectly by Client or its affiliated facilities unless Long-Term Healthcare Professional has (i) completed their Assignment with Client or its affiliated facilities; and (ii) completed their Commitment Term with MedPro, as defined in their Employment Agreement.

¹ But did not work on Assignment for Client or its affiliated facilities.

6. **Equal Employment Opportunity and Nondiscrimination.**

The Parties will comply with all applicable federal, state and local employment laws, rules and regulations. Neither Party will discriminate or illegally harass any applicant, candidate, or Long-Term Healthcare Professional on the basis of sex, race, creed, color, religion, age, disability, national origin, genetic information, citizenship, veteran status, or on any other classification protected under applicable law. This duty of nondiscrimination extends to all employment decisions including, but not limited to, recruitment, selection, hiring, transfers, assignments, classifications, termination, discipline, compensation and benefits. The Parties will comply with all laws that govern the rights of those with disabilities such as the Americans With Disabilities Act. The Parties will make every effort to ensure that neither discriminates against employees and applicants with disabilities who are qualified for Assignments; and will cooperate as required by law to provide reasonable accommodations when requested by a qualified disabled individual. Additionally, Parties will accommodate as appropriate, and to the extent required by applicable law, those Long-Term Healthcare Professionals who request an accommodation due to their sincerely held religious beliefs.

7. **Time Records, Invoicing and Payment**

- A. MedPro shall invoice Client on a weekly basis for all Services provided as evidenced by authorized time records.
- B. MedPro shall be entitled to invoice Client based on the authorized time records and bill rates set forth in **Appendix A**. In addition to the rates listed on **Appendix A**, until such time as the Parties may renegotiate rates, MedPro will bill and the Client will pay any new or increased FICA, FUTA, SUTA and other applicable statutory taxes if MedPro receives an increase from the applicable administering body. Any such increase will be billed as a direct pass through to the Client without markup or additional profit to MedPro. Failure by MedPro to exercise such rate increase upon receipt by MedPro shall not preclude MedPro from implementing such a rate increase at a later time. Otherwise, except for the cost-of-living increases provided in **Appendix A** the bill rates shall not change during the Term of this Agreement unless by written mutual consent of the Parties.
- C. Client shall issue payment to MedPro via check or electronic funds transfer within fifteen (15) days from date of invoice ("Payment Terms"). Late charges may be added for invoices that remain unpaid beyond the Payment Terms at the rate of 1.5% per month (18% per annum) or the highest rate permitted by applicable law. In the event that invoices remain unpaid beyond the Payment Terms, MedPro has the right to cancel or suspend performance under this Agreement and remove Long-Term Healthcare Professionals from Client's facility. If Client disputes any invoice it must give notice within ten (10) days of the date of invoice and pay MedPro the undisputed portion. Failure to give timely notice shall constitute a waiver of the right to contest the invoice.
- D. **Sales, Gross Receipts and Other Applicable Taxes.** Rates listed in this Agreement and/or specified in documents related to this Agreement do not include state or local sales tax, gross receipts tax or other applicable taxes. Unless Client is exempt from such taxes and provides the required documentation to substantiate, MedPro shall add to all invoices all applicable taxes and Client shall pay MedPro those taxes. If Client liability for taxes arises as a result of (a) a determination that the Client was not exempt or (b) a determination such services should have been taxable and for which no taxes were charged, MedPro shall invoice Client for the applicable taxes and Client shall immediately pay any such amounts as per the Payment Terms.

8. **Insurance**

- A. MedPro shall maintain insurance coverage for Long-Term Healthcare Professionals as follows:
 - a. Commercial general liability insurance in an amount of \$1,000,000 per occurrence and \$3,000,000 aggregate; and

- b. Professional liability insurance in an amount of \$1,000,000 per occurrence and \$3,000,000 aggregate; and
 - c. Worker's Compensation coverage in those amounts required under state law.
- B. All coverage required under this Agreement must be provided by commercial insurers that have a minimum current A.M. Best rating of A- or better.
- C. MedPro shall provide Client with certificates of insurance evidencing coverage.

9. **Indemnification**

- A. MedPro agrees to indemnify Client for claims and liabilities (including reasonable and documented attorney's fees and expenses incurred in the defense thereof at all trial levels) of bodily injuries or death caused directly by the negligent acts or omissions of MedPro or its employees unless acting under the direction of Client, its employees, agents or representatives (including Client's healthcare providers) or agents. MedPro's indemnification obligation herein does not extend to any acts or omissions of Client or their employees or agents.
- B. Client agrees to indemnify MedPro for claims and liabilities (including reasonable and documented attorney's fees and expenses incurred in the defense thereof at all trial levels) of bodily injuries or death caused directly by the negligent acts or omissions of Client or Client employees, representative or agents. Client shall indemnify, defend and hold harmless MedPro for any claims, fines, and liabilities by federal or state OSHA or similar agencies for failure to meet any legal obligations to provide Long-Term Healthcare Professionals with training, personal protective equipment, proper record keeping and in maintaining a safe worksite regardless of who is cited for such violations. Except as provided herein, Client's indemnification obligation herein does not extend to any acts or omissions of MedPro or their employees or agents.
- C. MedPro's duty to supply Long-Term Healthcare Professionals at the Client's request is subject to the availability of qualified Long-Term Healthcare Professionals that satisfy the Client's needs. The failure of MedPro to provide Long-Term Healthcare Professionals in response to a requested Assignment shall not constitute a breach of this Agreement.
- D. **CONSEQUENTIAL; SPECIAL DAMAGES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). NOTWITHSTANDING THE FOREGOING THE LIMITATION SHALL NOT APPLY TO ANY DAMAGES ARISING OUT OF CLIENTS TORTIOUS OR OTHER INTERFERENCE WITH ANY LONG-TERM HEALTHCARE PROFESSIONAL'S EMPLOYMENT AGREEMENT WITH MEDPRO.

10. **Conflict of Interest.**

It is the intent of MedPro to conduct staffing services in a fair, honest and ethical manner, and to manage and resolve real or perceived conflicts of interest in a fair manner with the goal of preserving a professional, mutually beneficial business relationship with our clients. In each of the following areas, MedPro and Client agree to the following guidelines:

- a. Neither MedPro nor Client will knowingly or actively recruit the current, active employees of the other. If an employee of MedPro or Client actively seeks a position with the other, then MedPro/Client agree to initially refrain from taking any action on this expressed interest and will advise the applicant employee to discuss this interest with their current employer first.

- b. Neither MedPro nor Client will establish a relationship that interferes with fair competition or is a conflict of interest with respect to an existing contractual relationship.
- c. MedPro and Client agree to disclose any circumstance that may constitute a conflict of interest, and to work together to manage the issue through progressive levels of supervisory and management staff as may become necessary for resolution.
- d. MedPro represents that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner or degree with Client or with the performance of the Services under this Agreement. MedPro further represents that it shall not engage any person having such conflict of interest to perform services.

11. Proprietary Information.

Client recognizes that all material provided to it by MedPro, including employee and candidate lists and this Agreement, is the property of MedPro. Client shall not use such information for any purpose other than to accomplish the purposes of this Agreement. Client shall not disclose or release such material to any third-party without the prior written consent of MedPro. This provision shall survive the termination or expiration of all terms and provisions of this Agreement. For purposes of this Section, information shall not be considered proprietary if such information is required to be disclosed pursuant to law, provided however, that MedPro is provided reasonable advance notice of such disclosure, or such information is generally available to the public other than through a violation of this Section by Client.

12. Term and Termination.

- A. This Agreement shall be in effect from the date of its execution and continue for a term of three (3) years (the "Initial Term"). This Agreement shall be automatically extended for additional one-year periods upon expiration of the Initial Term or any extension period (each a "Renewal Term"). The Initial Term and Renewal Term(s) are collectively the "Term". Either party may terminate this Agreement at any time without cause upon one-hundred twenty (120) days prior written notice or automatically upon the bankruptcy or insolvency of either Party; or a Party's cessation of business. Either Party may terminate this Agreement for cause upon the breach of the other Party that is not cured within thirty days after receiving written notice specifying the breach and the required cure. Notwithstanding the foregoing, MedPro may terminate this Agreement upon five (5) days' notice if the termination is due to non-payment of invoices that have remained unpaid beyond the Payment Terms. Regardless of the reason for termination, the Client shall pay MedPro for all Services rendered and other fees incurred up to and until the effective date of termination. This obligation shall survive the termination or suspension of this Agreement for any reason. Client may request MedPro to remove a Long-Term Healthcare Professional from the Assignment at any time for any legal reason; and MedPro may remove a Long-Term Healthcare Professional for any reason. Client shall pay MedPro for the services rendered by such Long-Term Healthcare Professional through the date of his/her removal from the Assignment.
- B. In the event (i) Medicaid, Medicare, any third-party or any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change in the method or any amount of reimbursement or payment for services under this Agreement, or (ii) any or all of such payers/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party materially affected by any such change in circumstances, the Parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

13. **Miscellaneous.**

- A. **Independent Contractor Relationship.** MedPro is rendering the Services contemplated under this Agreement to Client as independent contractors and not as employees, agents, partners of, or joint ventures with Client or each other. Long-Term Healthcare Professionals performing services under this Agreement shall not have any authority to bind MedPro, Client, or to modify this Agreement. The Parties agree that except as the "special" employer for Workers' Compensation purposes (if available) in no event will any Long-Term Healthcare Professional be deemed an employee of Client for any reason.
- B. **Notices.** Any notice provided pursuant to this Agreement shall be in writing (including email) and shall be deemed given: (a) upon receipt if delivered by hand; (b) the next business day after sent by recognized overnight express delivery service; (c) at the time of confirmation of transmission if sent electronically provided that such notice is confirmed by one of the preceding methods. All notices shall be addressed or set by facsimile or email as follows:

If to Client:

If to MedPro:

MedPro International
1580 Sawgrass Corporate Parkway, Suite 200
Sunrise, Florida 33323
Attn: Cory Prevatt, Contracts Administrator

Either Party may change its address for notification purposes at any time by giving the other Party written notice delivered as set forth herein.

- C. **Survival.** The termination or expiration of this Agreement shall not affect a termination of the provisions of this Agreement, which by their nature are intended to survive including, without limitation, Sections 5, 7, 9, 11, 12 and 13.
- D. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or an entity that acquires all or substantially all of the assets of the assignor. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.
- E. **Choice of Law and Jurisdiction.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Florida for all purposes, including as to meaning, enforcement, and performance as such laws are applied to agreements entered into and to be performed entirely within the state. Any proceeding arising between the Parties pertaining to this Agreement shall, to the extent permitted by law, be held in the state courts located in Broward County, Florida or the United States Federal Court for the Southern District of Florida. The Parties each waive any defense of no convenient forum to the maintenance of any action or proceeding so brought.
- F. **Enforcement Costs.** In the event of any collection proceedings or litigation arising under or relating to the enforcement of this Agreement or any breach thereof, the prevailing party shall be entitled to recover all court costs, expenses (even if not taxable as court costs), collection fees and costs

(whether or not litigation is commenced), and reasonable attorneys' fees (including, without limitation, all pre-suit, pre-trial, trial and appellate proceedings), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

- G. **Open Records Requirements.** In the event compensation payable hereunder shall exceed Ten Thousand (\$10,000) per annum, MedPro agrees to make available to the Secretary of Health and Human Services ("HHS"), the Comptroller General of the Government Accounting Office ("GAO"), Client and their authorized representatives, all contracts, book, documents and records that are necessary to certify to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder or six [6] years if the services are of the type reimbursable under Medicare+Choice or any other government healthcare program. Client may conduct an audit to ensure compliance with these requirements upon twenty-four (24) hours' notice. However, the Client reserves the right to conduct unannounced audits at any time.
- H. **No Debarment.** MedPro represents and warrants to Client that MedPro and its directors, officers, and employees, if any, (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal healthcare programs"); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal healthcare programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in MedPro being excluded from participation in the Federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and MedPro shall immediately notify Client of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Client the right to terminate this Agreement immediately for cause.
- I. **No Inducement.** No cash, merchandise, equipment or other items of intrinsic value shall be offered by or on behalf of MedPro to facilities and/or their employees, officers, or directors as an inducement to purchase from MedPro.
- J. **Regulatory Requirements.** The Parties expressly agree that nothing contained in this Agreement shall require MedPro or MedPro's representatives to refer or admit any patients to or order any goods or services from Client. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC Section 1320a-7b). The terms of this agreement incorporate by reference the contract clauses contained in 41 CFR Section 60-1.4 (Executive Order 11246), 41 CFR Section 60-250-.4 (Vietnam Era Veterans Readjustment Assistance Act), and 41 Section 60-741.5 (Rehabilitation Act). MedPro agrees to comply at all times with the regulations issued by the Department of Health and Human Services published at 42 CFR 1001, and which relate to MedPro's obligation to report and disclose discounts, rebates and other price reductions to Company for services obtained under this Agreement. Where a discount or other reduction in price is applicable, the parties also intend to comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h).
- K. **HIPAA Requirements.** MedPro agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated there under including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". MedPro agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. MedPro will make its internal practices, books, and

records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. To the extent necessary, MedPro agrees to sign a Business Associate Agreement with the Client.

- L. **Immigration and Labor Notices.** Client agrees that, upon request by MedPro, Client will post any required immigration notices (including but not limited to Notice Postings of Application for Permanent Employment Certification) at its facility or facilities in accordance with 20 C.F.R. § 656(d). MedPro authorizes Client's employees to sign such notices on MedPro's behalf.
- M. **Entire Agreement, Modifications, Severability and Waivers.** Each **Appendix** to this Agreement is hereby incorporated in and by this reference made a part of this Agreement as if such **Appendix** was set out in full in the text of this Agreement. This Agreement, including all Appendices, constitutes the entire agreement between the Parties with respect to the matters herein and supersedes all prior agreements, arrangements and understandings (whether oral or written) between the Parties. This Agreement shall not be modified, except in writing signed by both Parties expressly stating that it constitutes a modification of this Agreement. Failure of any Party to insist upon strict compliance with any of the terms of this Agreement in one or more instances shall not be deemed a waiver of its rights to require such compliance in the future. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, that provision shall be deemed amended to achieve as nearly possible the same economic effect as the original provision, and the liability, validation and answerability of the remaining provisions shall not be affected or impaired thereby.
- N. **Headings and Captions.** The headings or captions of the Sections of this Agreement are for reference only, do not define or limit the provision of such Sections and shall not affect the interpretations of such provisions.
- O. **Construction.** The Parties acknowledge that this Agreement is the result of continual and ongoing negotiation between the Parties of equal bargaining power and any ambiguities herein should not be construed against either Party but should be given fair and reasonable interpretation.
- P. **Excusable Clause.** MedPro shall not be responsible for delays beyond its control.
- Q. **Counterparts.** This Agreement: may be executed by the Parties in multiple counterparts, which when taken together constitute one binding agreement. The Parties may utilize different methods including hard and soft copies, facsimiles, and other electronic means such as electronic signature, which shall constitute a legal and valid signature for purposes hereof.
- R. **No Transfer.** Client shall not transfer Long-Term Healthcare Professionals to other vendors in the event MedPro is no longer an authorized vendor of the Client. Client shall have the option to liquidate the Long-Term Healthcare Professional's remaining Assignment at a sum equal to the hourly fee times the remaining number of hours.

Signature Page to Follow

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties intending to be legally bound and have executed this Agreement as of the date set forth beneath their respective signatures below.

Bear Valley Community Healthcare District
("Client")

Management Health Systems, LLC
d/b/a MedPro International
("MedPro")

By:
Title:
Date:

By: Elizabeth Tonkin
Title: President & CEO
Date:

Appendix A Rate Schedule and Provisions

The following bill rates ("Rate Schedule") shall apply to the Services:

Hourly Rate Schedule – California

Class	Base Rate	Orientation Rate	Overtime Holiday Call Back	Double Time	On-Call	Charge/Preceptor Diff	Evening Diff	Night Diff	Weekend Diff
NURSING									
RN: Non-Specialty <i>(Med/Surg; Psych; Mother/Baby)</i>	\$90.00	\$80.00	x 1.5	x 1.8	\$8.00	\$3.00	\$2.00	\$3.00	\$2.00
RN: Specialty	\$95.00	\$85.00	x 1.5	x 1.8	\$8.00	\$3.00	\$2.00	\$3.00	\$2.00
LABORATORY									
Medical Technologist	\$85.00	\$75.00	x 1.5	x 1.8	\$8.00	\$3.00	\$2.00	\$3.00	\$2.00

- All-Inclusive Rates.** Rates are inclusive of salary, benefits, housing, per diems and travel.
- Sales, Gross Receipts, and Other Taxes.** Any applicable sales taxes, including gross receipts tax, are not included in the above rates and will be itemized on the invoice and payable by Client when services provided by MedPro are subject to tax.
- Overtime and Double-time Rates.** Overtime and double-time rates will be billed when MedPro pays overtime and Double-time to Long-Term Healthcare Professional based on applicable federal or state law. Overtime and Double-time rates shall be charged as per the Rate Schedule.
- Holidays.** Holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and any other Client-designated holidays ("Holiday" or "Holidays"). Work hours on any Holiday will be billed as per the Rate Schedule (the "Holiday Rate"). The Holiday Rate is in effect for all 8, 10 and 12-hour shifts from 7:00 p.m. on the eve of the Holiday to 7:00 p.m. on the night of the Holiday. The Holiday Rate is in effect for all 8-hour shifts from 11:00 p.m. on the eve of the Holiday to 11:00 p.m. on the night of the Holiday.
- Differentials.** An hourly differential will be billed for all evening, night, weekend, on-call and charge work hours, as per the Rate Schedule. The Client will determine shift designation at the time the Assignment is confirmed. The standard times for applying differentials are as follows: Evening: 3PM – 11PM, Night: 11PM – 7AM, Weekend: Fri 12AM – Sunday 12AM.
- Cost of Living Adjustment.** The rates in the Rate Schedule shall be adjusted on an annual basis on the anniversary date of the Agreement to accommodate increases in the cost of living. Rates for new and existing assignments will be updated to reflect the cost-of-living adjustment as of the effective date of the rate adjustment. Rates will be adjusted by no more than 4% in any one year. Any increase of more than 4% shall require the written consent of both Parties. This shall be in addition to the pass through of applicable costs as set forth in Paragraph 7 B. of the Agreement.
- Mileage.** Client will reimburse MedPro for all local mileage in accordance with IRS Standards for Long-Term Healthcare Professionals traveling between Client's facilities and/or traveling to visit home health patients.

Agreed:

Bear Valley Community Healthcare District
("Client")

Management Health Systems, LLC
d/b/a MedPro International
("MedPro")

By:
Title:
Date:

By: Elizabeth Tonkin
Title: President & CEO
Date:

**SKILLED NURSING FACILITY AGREEMENT FOR MEDICAL DIRECTOR SERVICES
BETWEEN
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
AND
BRENT BEAIRD, M.D.
DBA:
THE DOCTOR'S HOUSE INC.**

THIS SKILLED NURSING FACILITY AGREEMENT FOR MEDICAL DIRECTOR SERVICES ("Agreement") is made and entered into as of April 01, 2022 ("Effective Date"), by and between Bear Valley Community Healthcare District (a public entity) ("District") and Brent Beaird M.D. ("Physician").

RECITALS

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

WHEREAS, the District desires Physician to provide medical director services in the Hospital's Skilled Nursing Facility ("department" or "Skilled Nursing Facility"); and

WHEREAS, the Physician is willing to make medical director services available to the District and its patients.

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

A. Physician shall be and remain:

1. Duly licensed and qualified to practice medicine in the State of California;
2. A member in good standing on the Hospital's Medical Staff, with all privileges necessary to undertake the services contemplated by this agreement; and
3. Certified by the American Board of Family Practice.

B. Physician shall be subject to the supervision of the District's Chief Executive Officer or designee and shall:

1. Be responsible for standards, coordination, surveillance and planning for improvement of medical care in the facility;
2. Act as a liaison between administration and attending physicians;
3. Be responsible for reviewing and evaluating administrative and patient care policies and procedures;
4. Act as a consultant to the director of nursing service in matters relating to patient care services;

5. Be responsible for reviewing employees' preemployment and annual health examination reports;
6. Generally monitor the quality of patient care and professional performance rendered by members with clinical privileges in the distinct part skilled nursing facility;
7. Conduct investigations and submit reports and recommendations to the appropriate committees regarding the clinical privileges to be exercised within the service by members or of applicants to the medical staff;
8. Be a member of the medical executive committee, and give guidance on the overall medical policies of the medical staff and make specific recommendations and suggestions regarding the service; and
9. Perform such other duties commensurate with the office as may from time to time be reasonably requested by the chief of staff or the medical executive committee.

C. Physician shall also provide the administrative direction and supervision required for the proper operation of the department, including the services described below.

1. Clinical Direction. Physician shall provide clinical direction and guidelines for the clinical activities of physician, professional department personnel and non-physician personnel within the department, including, without limitation, those nurses and technicians that may serve in the department. Physician shall participate in Interdisciplinary Care Planning Meetings.

2. Equipment and Supplies. Physician shall advise the District as to the selection, replacement, condition, and repair of the supplies and medical equipment in the Distinct Part Skilled Nursing Facility. Physician is not authorized to enter into any contract on behalf of the District for the purchase, rental, or other acquisition of equipment or supplies.

3. Skilled Nursing Facility Policies. Physician shall develop and/or review for the District's approval, the Department's professional policies, protocols, procedures, and standards.

4. Continuing Education. Physician shall participate in the educational programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory accreditation, with insurance requirements, and shall participate in such other educational programs within the District as the District may reasonably request.

5. Quality Improvement. Physician shall participate in the quality improvement programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other quality improvement programs within the District as the District may reasonably request.

6. Utilization Review. Physician shall participate in the utilization review programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other utilization review programs within the District as the District may reasonably request.

7. Risk Management. Physician shall participate in the risk management programs conducted by the District and the Medical Staff necessary to insure the Department's and the Hospital's/District's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other risk management programs within the District as the District may reasonably request.

8. Community Relations & Education. Physician shall actively participate in the marketing of the District's and the Department's services to the public and physician community.

9. Budget. Physician shall, upon the District's request, assist in the preparation of the annual and long-term operating and capital budgets for the Department.

10. Reporting and Liaison Duties. Physician shall, upon request by the District or the Medical Staff, report the status and functioning of the Department and report the nature of Physician's activities towards fulfilling his/her obligations under this Agreement and towards ensuring the competent and efficient provision of the Department's professional services to the various divisions and departments of the Hospital/District.

11. Orders. Physician shall establish the necessary guidelines for the timely implementation of orders for Department services through appropriate Medical Staff committees. Physician shall review and countersign an order of a nonmember of the Medical Staff prior to the implementation of that order in the Department.

12. Other Duties. Physician shall report on a quarterly basis to the medical executive committee overall status of department, and perform such other administrative duties as the District/Hospital shall reasonably request. Physician shall attend a minimum of 75% of Medical Staff meetings (minimum of 4 per year).

D. Insurance

1. Hospital. District shall purchase insurance against liability arising from physician's administrative services undertaken within the course and scope of this Medical Director Agreement.

2. Professional Liability. Physician 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 Physician for the Professional Services provided under this Agreement. Physician will provide District advance written notice of any coverage changes or cancellation of the policy. Physician 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.

E. Access to Books and Records. Upon written request of the Secretary of Health and Human Services for the Comptroller General or any of their duly authorized representatives, the Physician 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 Physician 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, Physician 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, (S952)(v)(1) of the Social Security Act and regulations promulgated thereunder.

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

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

SECTION II. RESPONSIBILITIES OF THE DISTRICT

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

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

C. Medical Records. Hospital shall obtain the patient's or patient's legal representative's signature on all appropriate forms required by the hospital and other informed consents, which shall be obtained by the responsible physician. Dictation of medical records according to medical staff bylaws is the responsibility of the physician.

SECTION III. COMPENSATION

Payment to Physician. At the end of each month physician shall submit to Administration a completed and signed Director Monthly Administrative Services Log (Exhibit A). Upon receipt of completed and signed log, District shall pay physician monthly the sum of \$2,500.00 (Two Thousand Five Hundred Dollars) for services under this Agreement. The District shall remit payments to physician at intervals of time as established by the District accounting department.

SECTION IV. INDEPENDENT CONTRACTOR

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

SECTION V. COMPLIANCE

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

At a minimum, all agents are expected to:

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

B. Failure to follow the standards of Bear Valley Community Healthcare District's/Hospital's Compliance Programs (including the duty to report misconduct) may be considered to be a violation of the agent's arrangement with the Healthcare District/Hospital and may be grounds for action by Bear Valley Community Healthcare District/Hospital, including termination of the relationship.

SECTION VI. TERM

This Agreement is effective from April 01, 2022 to March 31, 2024; however, this Agreement is subject to early termination as provided in Section. VIII. below.

SECTION VII. EARLY TERMINATION

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

1. Physician's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
2. Physician's medical staff privileges at the Hospital are in any way suspended, revoked, or otherwise restricted;
3. Physician's failure to comply with the standards of the Bear Valley Community Healthcare District Compliance Program to the extent that such failure results in material fine and or sanction from Medicare or MediCal Program.

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

C. Either party may terminate this Agreement, without cause, by providing the other party sixty (60) days prior written notice.

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

SECTION VIII. 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 and/or District 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 and/or District 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 IX. ASSIGNMENT

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

SECTION X. 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: Evan Rayner, Chief Executive Officer
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Physician: Brent Beaird, MD
PO Box 6691
Big Bear Lake, CA 92315

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 XI. 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 XII. 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 XIII. SEVERABILITY

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

SECTION XIV. 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 XV. REFERRALS

The parties acknowledge that none of the benefits granted to 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 XVI. 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.

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

Dated: _____

By: _____

Evan Rayner, CEO
PO Box 1649
Big Bear Lake, CA 92315

Dated: _____

By: _____

Peter Boss, Board President
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____

By: _____

Brent Beaird, MD
PO Box 6691
Big Bear Lake, CA 92315

EXHIBIT A

PHYSICIAN DEPARTMENT DIRECTOR MONTHLY ADMINISTRATION SERVICES LOG

**Medical Director of Skilled Nursing Facility
BRENT BEAIRD, MD**

Month of: _____, 20

Meeting Attendance:

- | | | |
|---|---------------|--------------|
| ➤ Medical Executive Committee Attendance | _____ Present | _____ Absent |
| ➤ Quarterly Department Status Report to MED | _____ Yes | _____ No |

Department Supervision / Administration:

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

TOTAL Department

1) Supervision/Administration Hours _____

Physician Signature

Date

CEO Signature

Date

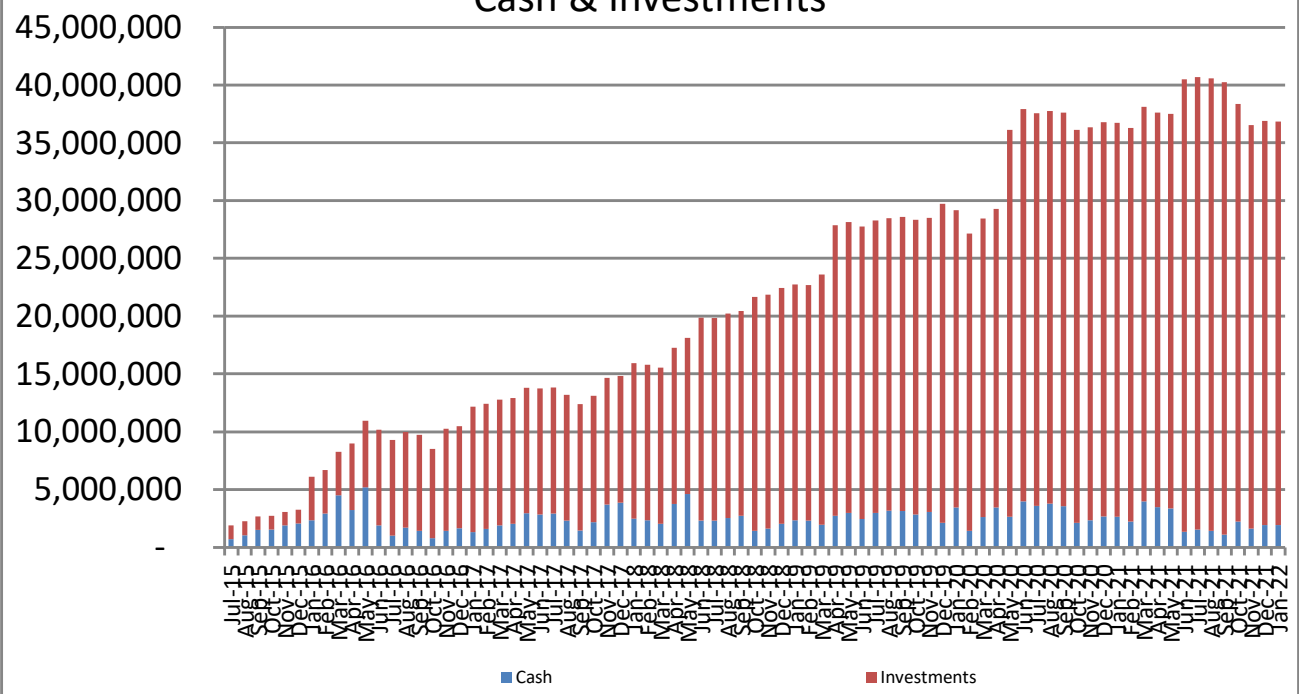


Finance Report
January 2022 2021 Results

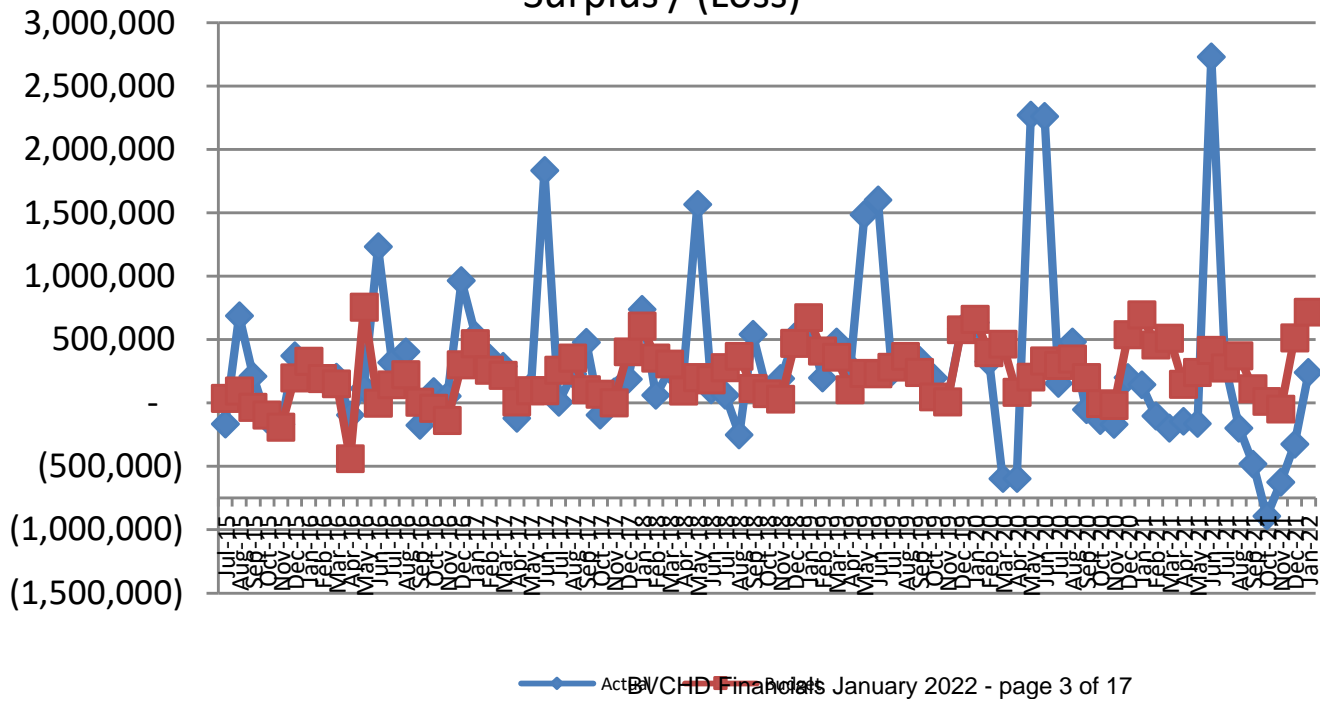
Summary for December 2021

- Cash on hand \$ 1,925,620
Investments \$ 34,930,232
- Days Cash on hand, including investments with LAIF – 440
- Surplus of \$239,526 was lower than budgeted surplus BUT was a Surplus
- Total Patient Revenue was 6.7% lower than Budget for the month
- Net Patient Revenue was 12.5% lower than budget
- Total Expenses were 7.1% more than budget

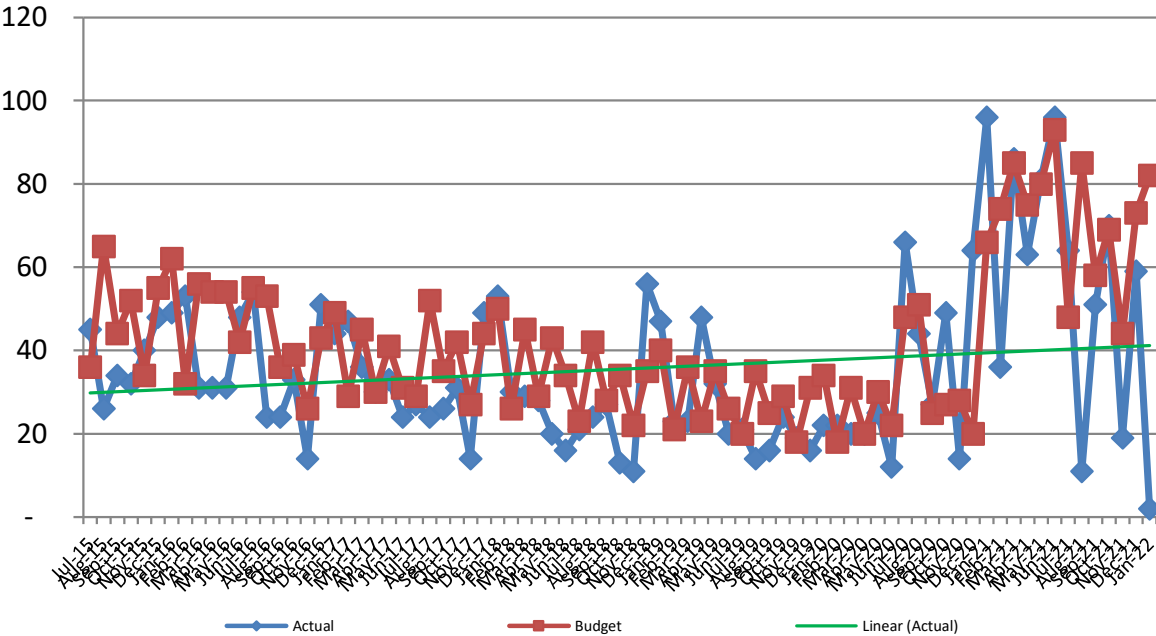
Cash & Investments



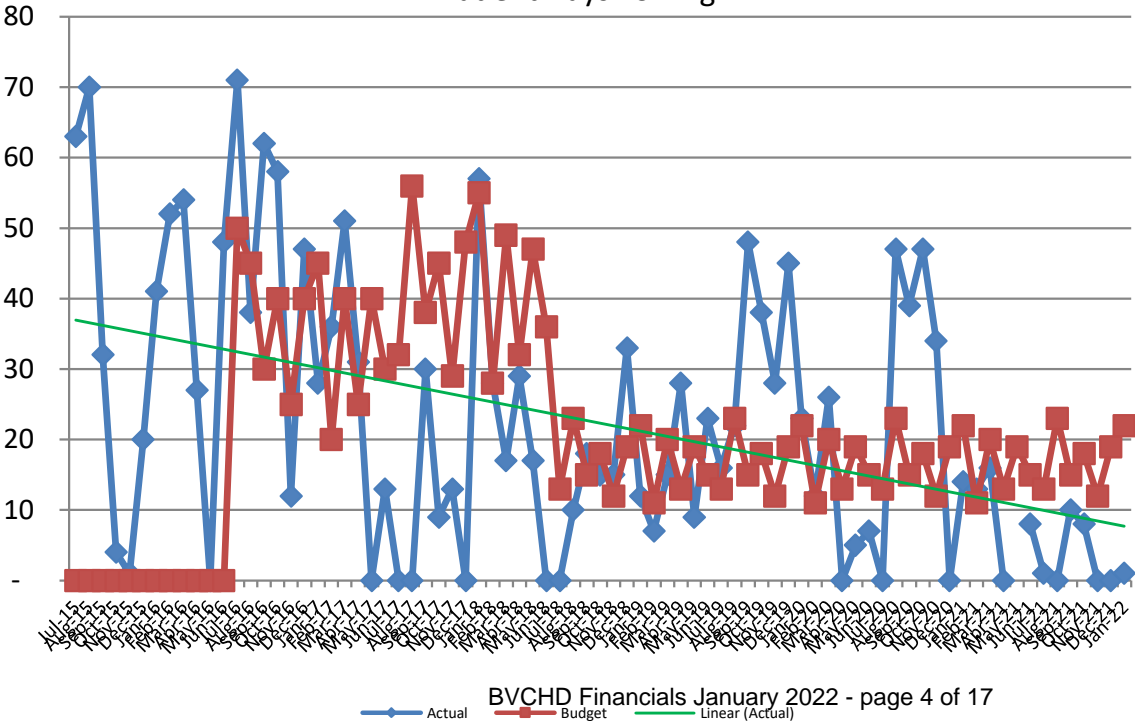
Surplus / (Loss)



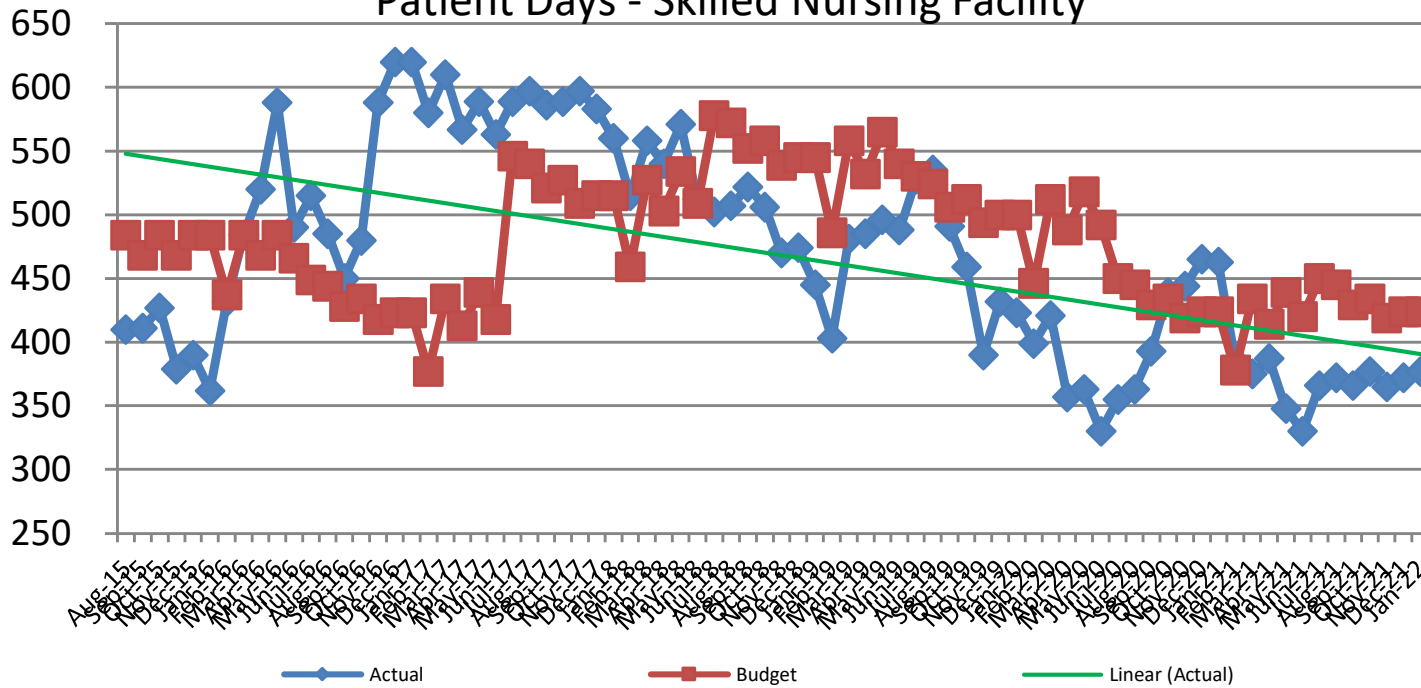
Patient Days - Acute



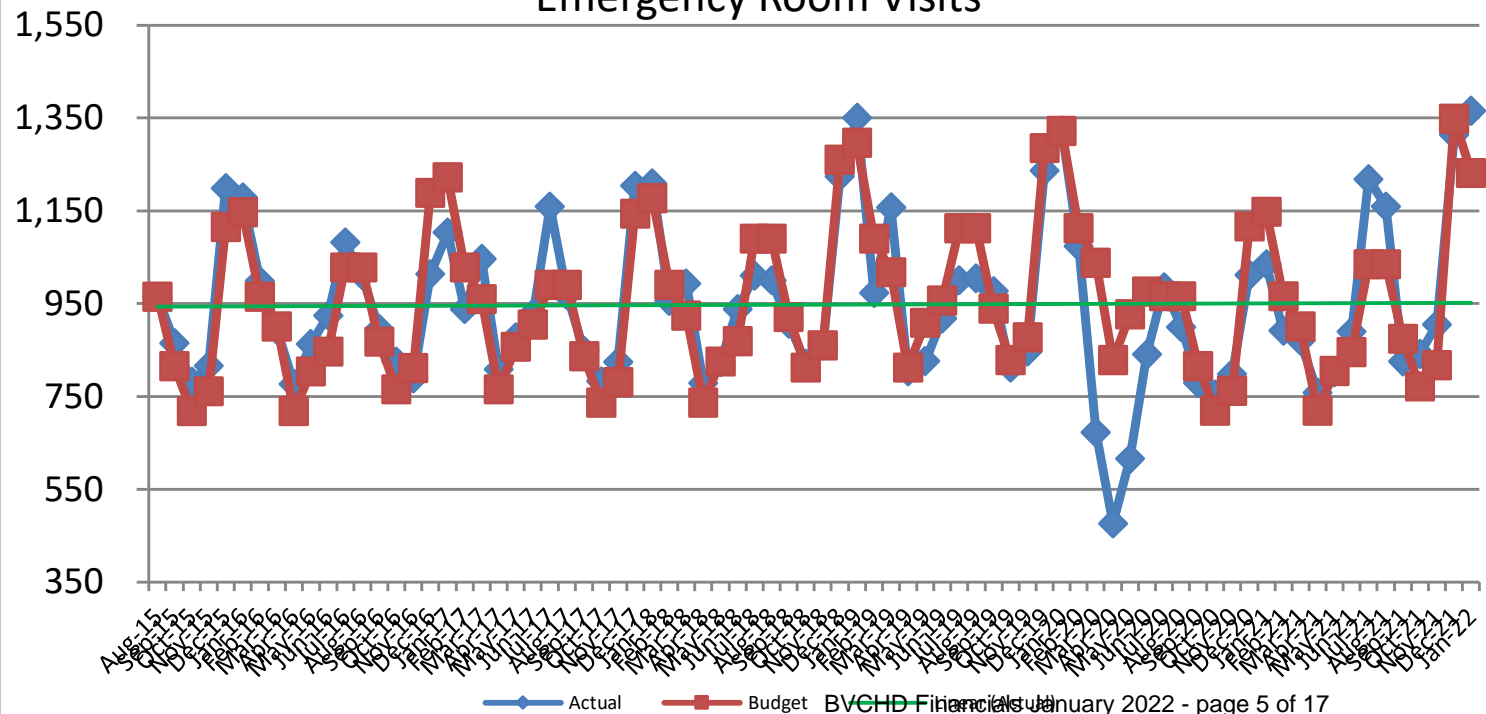
Patient Days - Swing



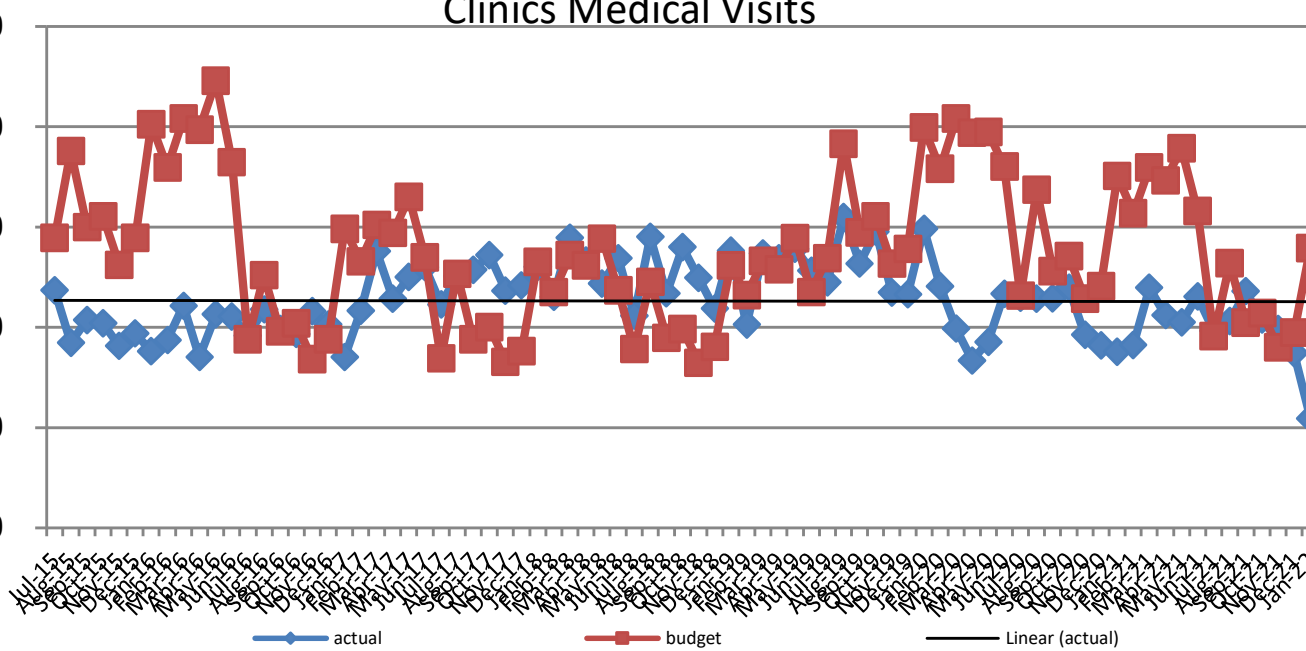
Patient Days - Skilled Nursing Facility



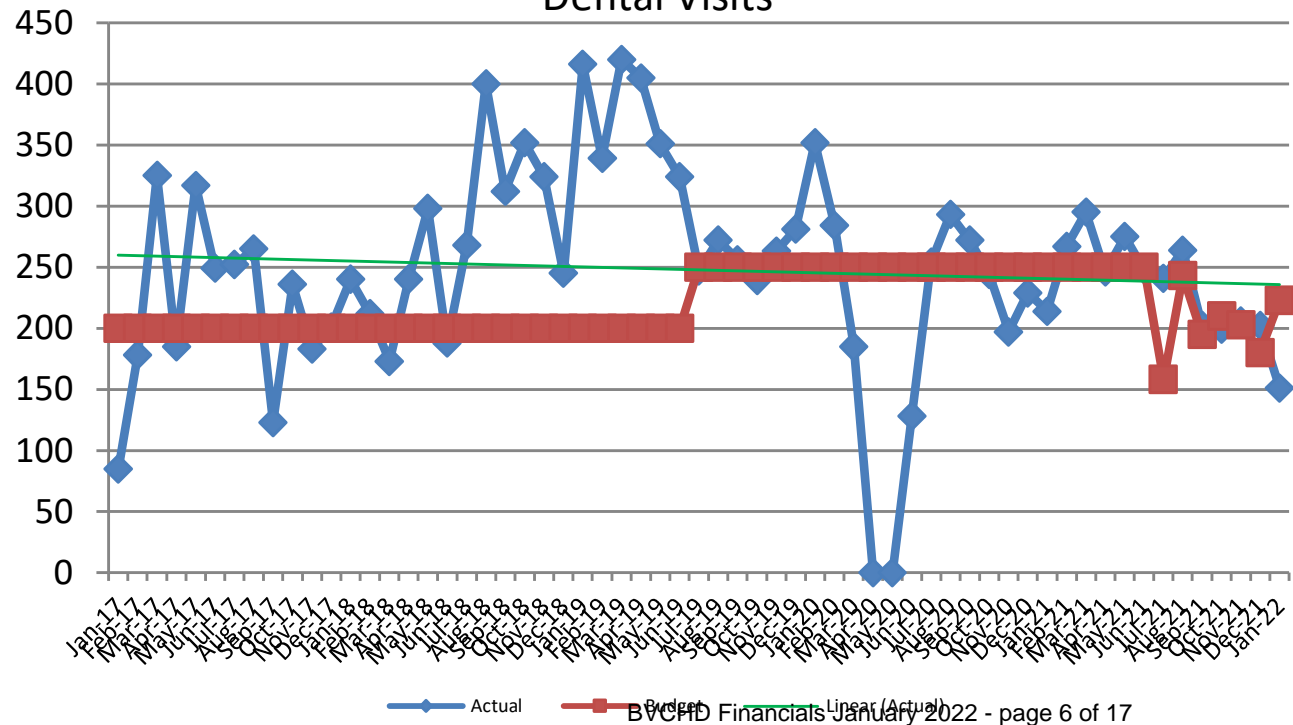
Emergency Room Visits



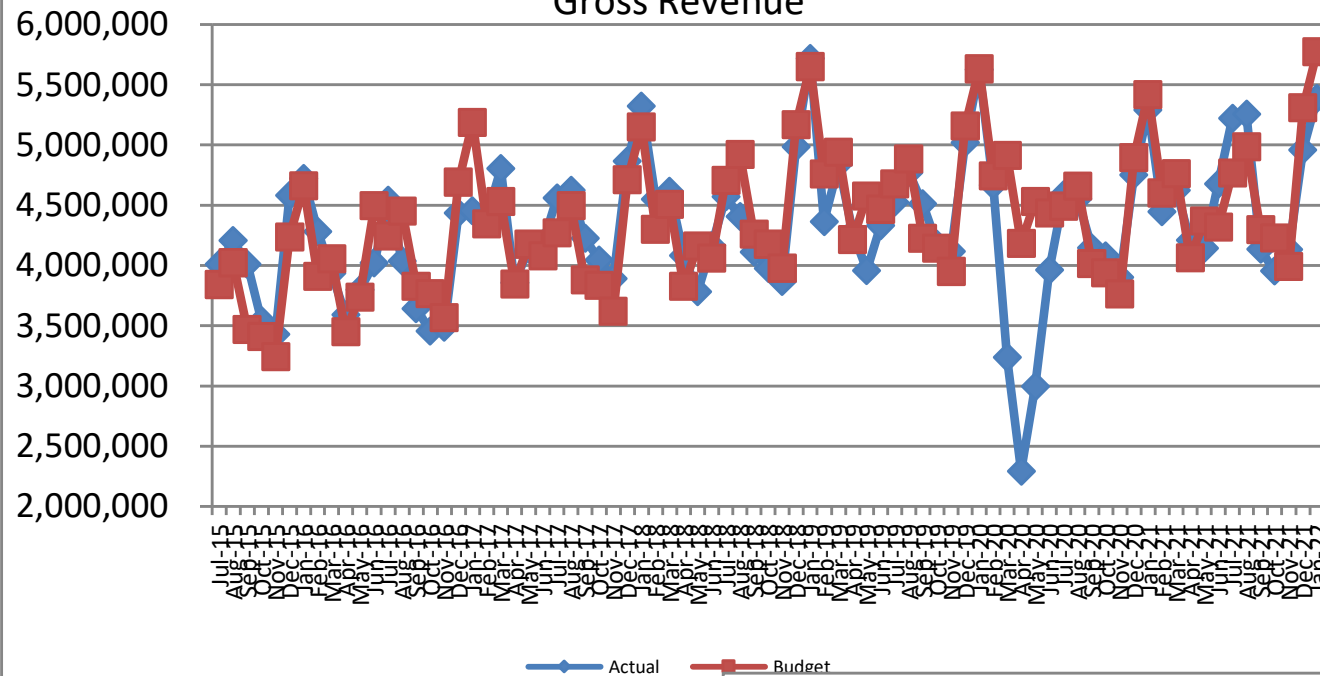
Clinics Medical Visits



Dental Visits

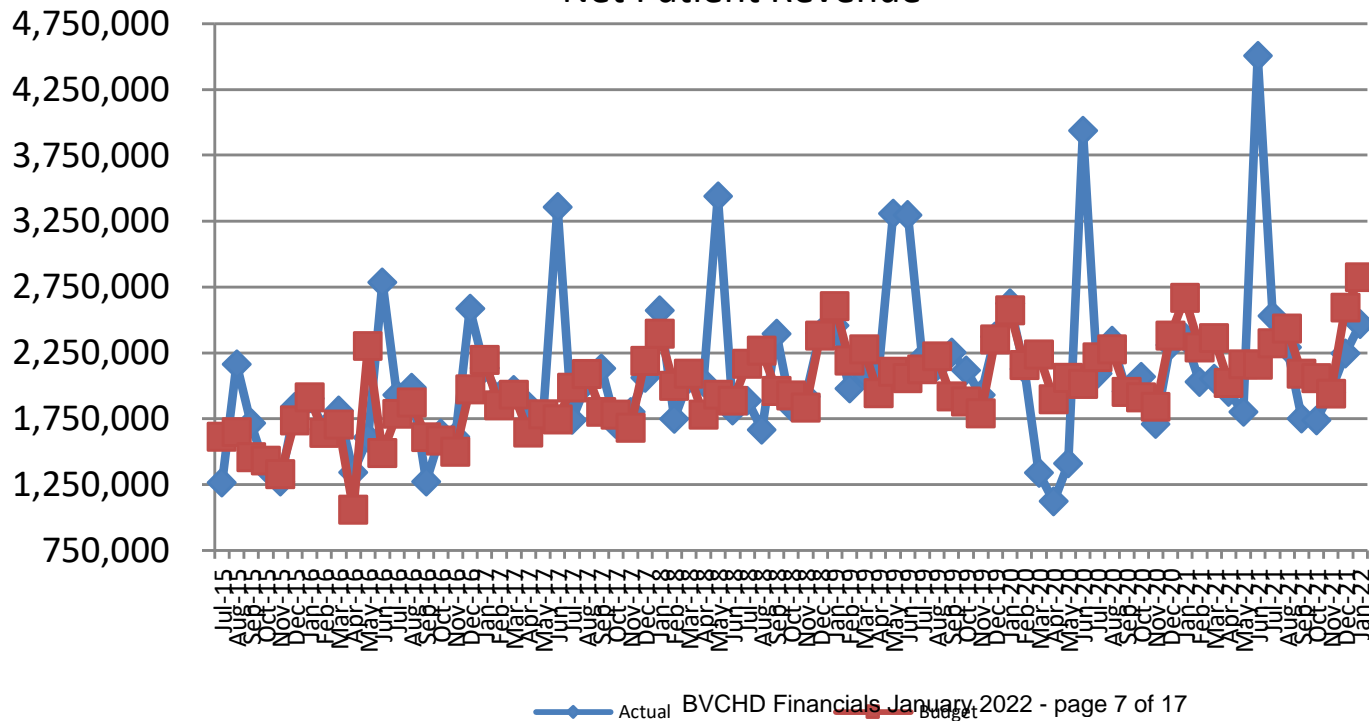


Gross Revenue



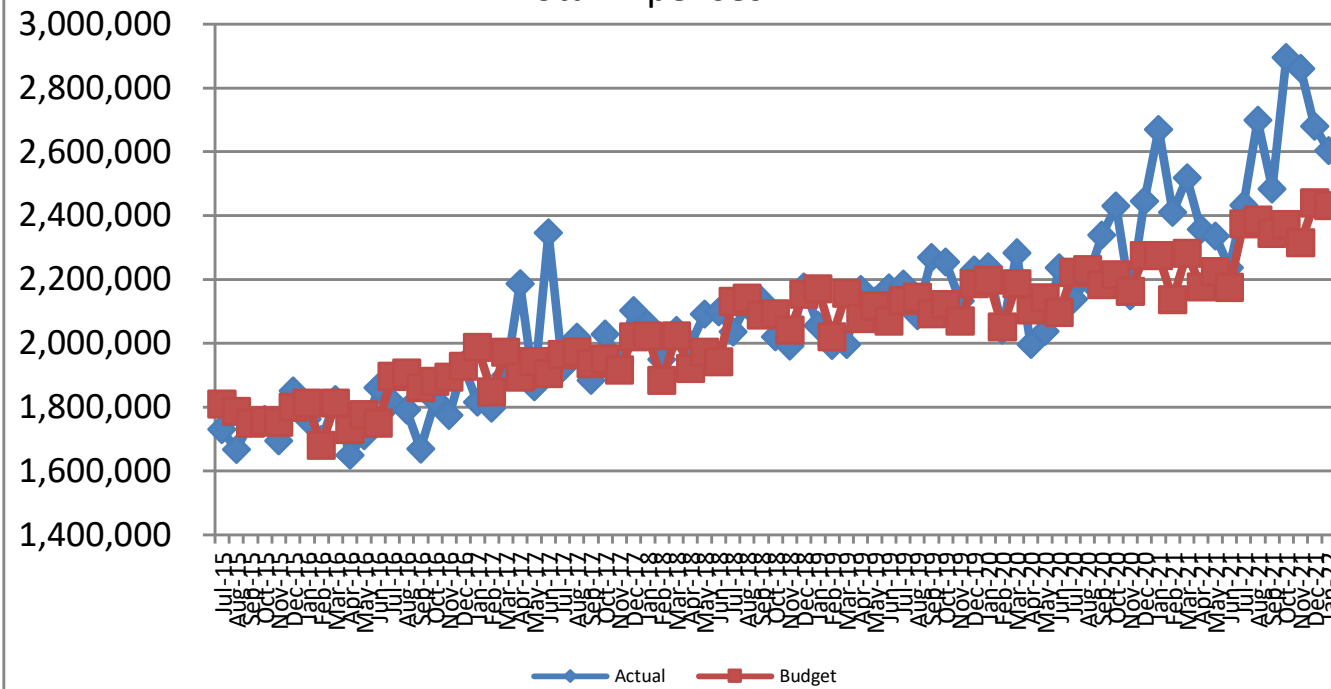
Actual Budget

Net Patient Revenue

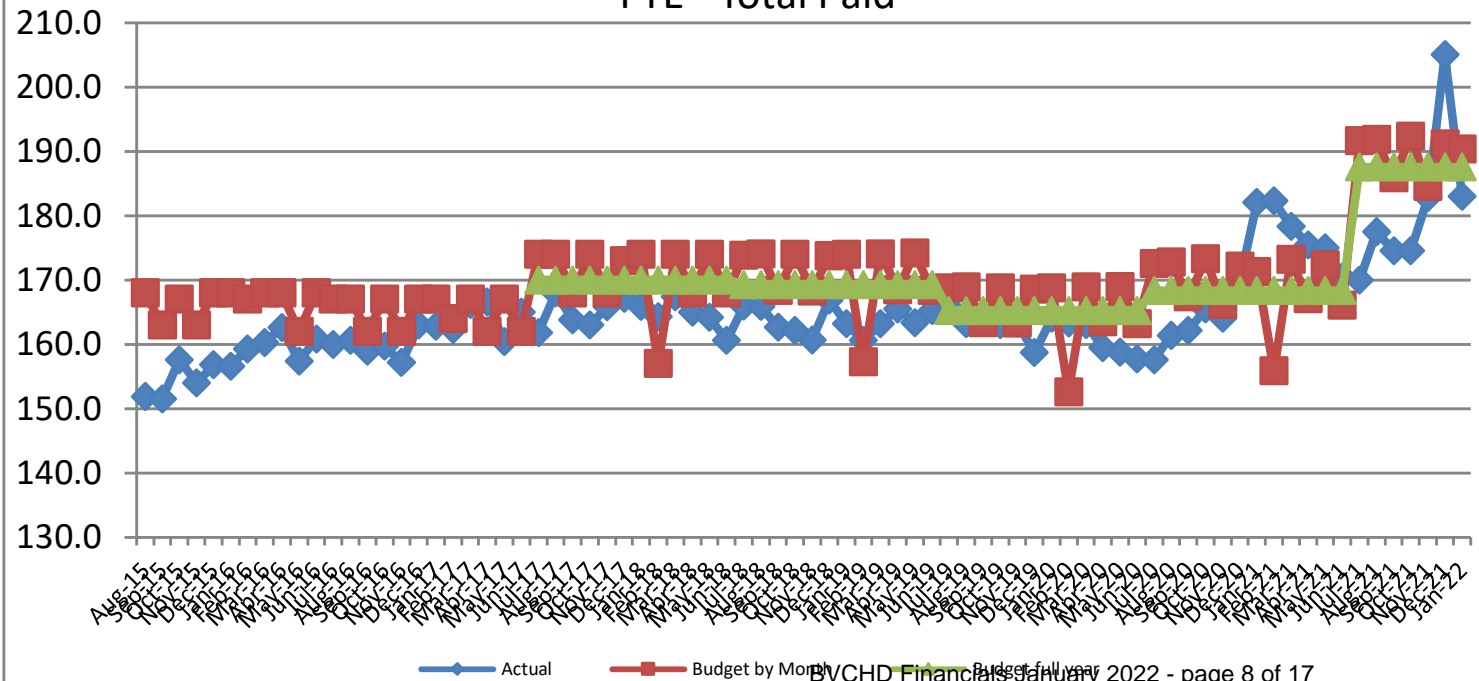


Actual Budget

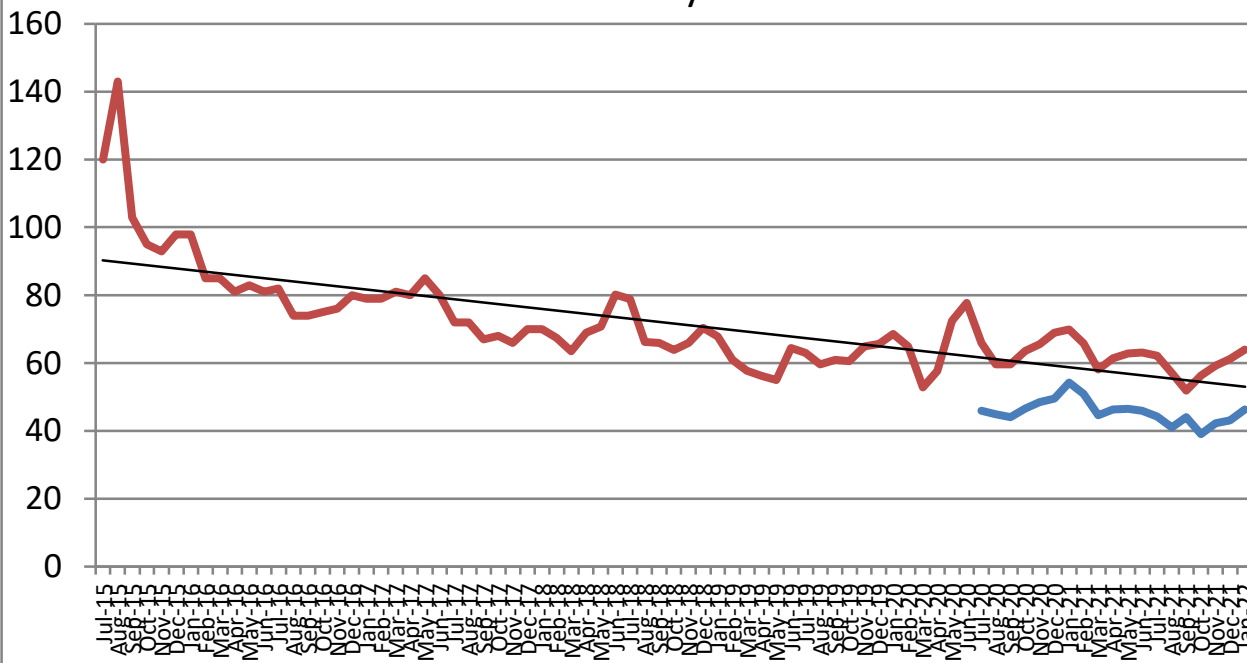
Total Expenses



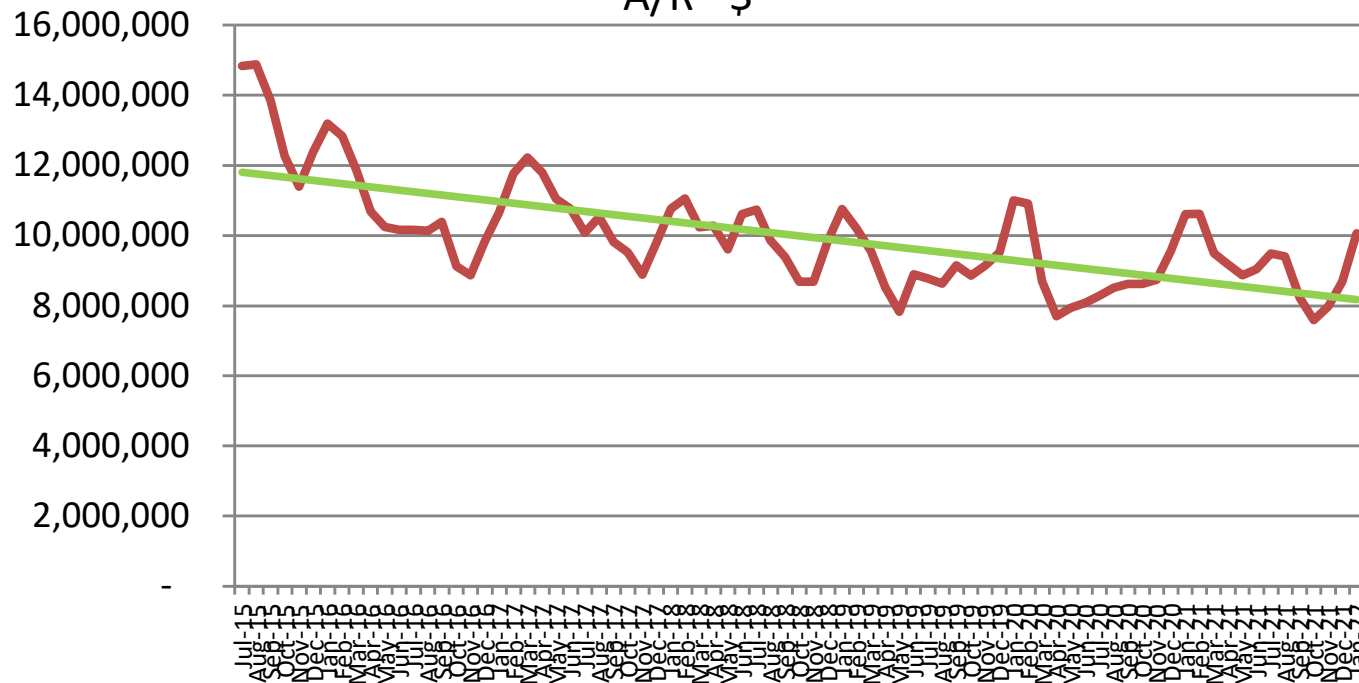
FTE - Total Paid



Accounts Receivable Days - Gross and Net



A/R - \$





January 2022 Financial Results

For the month . . .

Total Patient Revenue for January 2022 was \$5,388,589 (\$427,875 more than December 2021). This was 6.7% or \$387,689 less than budget. Inpatient revenue was 91.5% less than budget for the month. Outpatient revenue was 46.7% lower than budget. Clinic revenue was 43.1% less than budget. ER revenue was 9.0% more than budget. Skilled Nursing Facility revenue was 32.4% more than budget.

Total Revenue deductions of \$2,918,860 were 1.1% lower than budget for the month.

Total Operating Revenue was 11.7% lower than our budgeted amount for the month.

Total Expenses of \$2,603,849 were 7.1% more than budget (but \$76,132 lower than last month). We continue to see Salaries and Benefits over budget. Supplies expenses continue over budget – 23.8% for the month. Purchased Services were 33.4% more than budget. Insurance expense continues over budget in Property and D & O insurance.

Our Operating Cash and Investments total \$36,855,852 as of the end of month. Total days cash on hand as of the end of January 2022 were 440.

Key Statistics

Acute patient days were 2 for the month, 98% under budget. We had 1 Swing Patient day for the month. Skilled Nursing Facility days of 377 were 11% under budget – our Average Daily Census was 12.2. ER Visits of 1,365 were 10.9% higher than budget. Clinics Medical visits were 44.8% less than budget. Dental visits were 183 for month.

FTE (Full Time Equivalent) for the month were 183.

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

Total Patient Revenue – 0.9% less than budget

Total Revenue Deductions – 5.7% more than budget

Total Operating Revenue – 10.5% under budget

Total Expenses – 12.0% more than budget

Bear Valley Community Healthcare District
Financial Statements January 31, 2022

Financial Highlights—Hospital
STATEMENT OF OPERATIONS

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 20/21	FY 21/22		VARIANCE		FY 20/21	FY 21/22		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
1 Total patient revenue	5,290,947	5,388,589	5,776,278	(387,689)	-6.7%	31,310,395	33,047,837	33,359,560	(311,723)	-0.9%
2 Total revenue deductions	2,923,753	2,918,860	2,952,175	(33,315)	-1.1%	16,469,072	18,073,630	17,093,829	979,801	5.7%
3 % Deductions	55%	54%	51%			53%	55%	51%		
4 Net Patient Revenue	2,367,194	2,469,729	2,824,103	(354,374)	-12.5%	14,841,323	14,974,206	16,265,731	(1,291,525)	-7.9%
5 % Net to Gross	45%	46%	49%			47%	45%	49%		
6 Other Revenue	26,941	125,803	114,878	10,925	9.5%	384,018	300,488	803,536	(503,048)	-62.6%
7 Total Operating Revenue	2,394,135	2,595,532	2,938,981	(343,449)	-11.7%	15,225,341	15,274,694	17,069,267	(1,794,573)	-10.5%
8 Total Expenses	2,670,828	2,603,849	2,431,304	172,545	7.1%	16,371,712	18,655,262	16,660,030	1,995,232	12.0%
9 % Expenses	50%	48%	42%			52%	56%	50%		
10 Surplus (Loss) from Operations	(276,693)	(8,318)	507,677	(515,995)	101.6%	(1,146,371)	(3,380,568)	409,237	(3,789,805)	926.1%
11 % Operating margin	-5%	0%	9%			-4%	-10%	1%		
12 Total Non-operating	421,386	247,844	210,254	37,590	17.9%	1,771,941	1,398,550	1,547,778	(149,228)	-9.6%
13 Surplus/(Loss)	144,693	239,526	717,931	(478,405)	66.6%	625,570	(1,982,018)	1,957,015	(3,939,033)	201.3%
14 % Total margin	3%	4%	12%			2%	-6%	6%		

BALANCE SHEET

	A	B	C	D	E
	January	January	December		
	FY 20/21	FY 21/22	FY 21/22	VARIANCE	
				Amount	%
15 Gross Accounts Receivables	10,601,168	10,067,816	8,680,600	1,387,216	16.0%
16 Net Accounts Receivables	3,593,708	3,128,616	2,576,732	551,884	21.4%
17 % Net AR to Gross AR	34%	31%	30%		
18 Days Gross AR	69.9	64.0	61.2	2.8	4.6%
19 Cash Collections	1,722,359	1,798,958	1,883,013	(84,055)	-4.5%
20 Settlements/IGT Transactions	221,376	733,096	181,052	552,044	304.9%
Stimulus Receipts	106,272	53,287	641,505	(588,218)	-91.7%
21 Investments	34,068,527	34,930,232	34,930,232	-	0.0%
22 Cash on hand	2,658,467	1,925,620	1,947,742	(22,122)	-1.1%
23 Total Cash & Invest	36,726,993	36,855,852	36,877,974	(22,122)	-0.1%
24 Days Cash & Invest	502	440	438	2	0.5%
Total Cash and Investments	36,726,993	36,855,852			
Increase Current Year vs. Prior Year		128,858			

Bear Valley Community Healthcare District
Financial Statements January 31, 2022

Statement of Operations

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 20/21	FY 21/22		VARIANCE		FY 20/21	FY 21/22		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
Gross Patient Revenue										
1 Inpatient	343,818	20,420	240,172	(219,752)	-91.5%	1,507,205	821,108	1,357,099	(535,991)	-39.5%
2 Outpatient	1,087,803	498,516	934,584	(436,068)	-46.7%	5,748,249	4,989,118	5,883,376	(894,258)	-15.2%
3 Clinic Revenue	267,256	208,525	366,671	(158,146)	-43.1%	2,167,779	2,016,899	2,249,201	(232,302)	-10.3%
4 Emergency Room	3,386,219	4,406,156	4,042,286	363,870	9.0%	20,586,340	23,765,157	22,534,351	1,230,806	5.5%
5 Skilled Nursing Facility	205,851	254,972	192,565	62,407	32.4%	1,300,823	1,455,555	1,335,533	120,022	9.0%
6 Total patient revenue	5,290,947	5,388,589	5,776,278	(387,689)	-6.7%	31,310,395	33,047,837	33,359,560	(311,723)	-0.9%
Revenue Deductions										
7 Contractual Allow	2,716,791	2,651,496	2,599,106	52,390	2.0%	15,171,609	16,896,352	15,054,762	1,841,590	12.2%
8 Contractual Allow PY	-	(146,456)	-	(146,456)	#DIV/0!	(1,183,402)	(1,014,750)	-	(1,014,750)	#DIV/0!
9 Charity Care	15,701	26,918	24,800	2,118	8.5%	123,129	109,662	143,225	(33,563)	-23.4%
10 Administrative	3,610	7,909	6,471	1,438	22.2%	22,937	113,963	37,372	76,591	204.9%
11 Policy Discount	20,719	45,819	19,917	25,902	130.1%	104,603	163,992	115,026	48,966	42.6%
12 Employee Discount	15,294	13,541	12,027	1,514	12.6%	51,072	107,487	69,461	38,026	54.7%
13 Bad Debts	63,899	251,389	289,854	(38,465)	-13.3%	1,596,137	1,148,339	1,673,983	(525,644)	-31.4%
14 Denials	109,385	68,244	-	68,244	#DIV/0!	582,987	548,585	-	548,585	#DIV/0!
15 Total revenue deductions	2,923,753	2,918,860	2,952,175	(33,315)	-1.1%	16,469,072	18,073,630	17,093,829	979,801	5.7%
16 Net Patient Revenue	2,367,194	2,469,729	2,824,103	(354,374)	-12.5%	14,841,323	14,974,206	16,265,731	(1,291,525)	-7.9%
Total Revenue Deductions as a percent to 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	26,941	125,803	114,878	10,925	9.5%	384,018	300,488	803,536	(503,048)	-62.6%
18 Total Operating Revenue	2,394,135	2,595,532	2,938,981	(343,449)	-11.7%	15,225,341	15,274,694	17,069,267	(1,794,573)	-10.5%
Expenses										
19 Salaries	1,184,708	1,128,376	1,017,761	110,615	10.9%	7,088,411	7,834,742	7,099,456	735,286	10.4%
20 Employee Benefits	308,840	346,228	397,121	(50,893)	-12.8%	2,243,907	2,305,572	2,719,150	(413,578)	-15.2%
21 Registry	40,390	49,589	-	49,589	#DIV/0!	146,263	871,152	-	871,152	#DIV/0!
22 Salaries and Benefits	1,533,939	1,524,193	1,414,882	109,311	7.7%	9,478,581	11,011,467	9,818,606	1,192,861	12.1%
23 Professional fees	175,476	155,356	181,830	(26,474)	-14.6%	1,163,964	1,117,349	1,201,308	(83,959)	-7.0%
24 Supplies	340,533	171,478	165,940	5,538	3.3%	1,316,870	1,392,254	1,049,848	342,406	32.6%
25 Utilities	39,020	47,677	38,520	9,157	23.8%	242,725	297,606	257,694	39,912	15.5%
26 Repairs and Maintenance	35,404	40,464	53,430	(12,966)	-24.3%	345,518	301,127	373,422	(72,295)	-19.4%
27 Purchased Services	348,295	439,501	329,364	110,137	33.4%	2,405,317	2,782,598	2,207,059	575,539	26.1%
28 Insurance	37,712	64,529	42,992	21,537	50.1%	260,644	537,813	303,636	234,177	77.1%
29 Depreciation	91,295	96,309	96,312	(3)	0.0%	639,065	647,713	681,673	(33,960)	-5.0%
30 Rental and Leases	24,236	20,337	27,103	(6,766)	-25.0%	126,303	139,412	189,721	(50,309)	-26.5%
32 Dues and Subscriptions	8,805	6,206	6,599	(393)	-6.0%	45,719	49,951	46,193	3,758	8.1%
33 Other Expense	36,115	37,800	74,332	(36,532)	-49.1%	347,007	377,971	530,870	(152,899)	-28.8%
34 Total Expenses	2,670,828	2,603,849	2,431,304	172,545	7.1%	16,371,712	18,655,262	16,660,030	1,995,232	12.0%
35 Surplus (Loss) from Operations	(276,693)	(8,318)	507,677	(515,995)	101.6%	(1,146,371)	(3,380,568)	409,237	(3,789,805)	926.1%
Non-Operating Income										
37 Tax Revenue	204,167	204,163	204,167	(4)	0.0%	1,429,169	1,429,161	1,429,169	(8)	0.0%
38 Other non-operating	231,420	53,607	13,320	40,287	302.5%	262,172	(23,689)	93,240	(116,929)	-125.4%
Interest Income	918	385	100	285	284.6%	132,909	47,433	76,700	(29,267)	-38.2%
Interest Expense	(15,119)	(10,310)	(7,333)	(2,977)	40.6%	(52,309)	(54,355)	(51,331)	(3,024)	5.9%
IGT Expense	-	-	-	-	#DIV/0!	-	-	-	-	#DIV/0!
39 Total Non-operating	421,386	247,844	210,254	37,590	17.9%	1,771,941	1,398,550	1,547,778	(149,228)	-9.6%
40 Surplus/(Loss)	144,693	239,526	717,931	(478,405)	66.6%	625,570	(1,982,018)	1,957,015	(3,939,033)	201.3%

**Bear Valley Community Healthcare District
Financial Statements**

Current Year Trending Statement of Operations

A Statement of Operations—CURRENT YEAR 2022

	1	2	3	4	5	6	7	8	9	10	11	12	
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD
Gross Patient Revenue													
1 Inpatient	205,183	68,218	158,880	137,136	60,476	170,795	20,420						821,108
2 Outpatient	711,151	1,107,243	748,528	714,979	646,865	561,835	498,516						4,989,118
3 Clinic	286,746	319,875	317,058	307,913	295,014	281,768	208,525						2,016,899
4 Emergency Room	3,855,619	3,551,235	2,705,755	2,582,787	2,926,079	3,737,527	4,406,156						23,765,157
5 Skilled Nursing Facility	162,677	208,828	205,420	211,653	203,217	208,788	254,972						1,455,555
6 Total patient revenue	5,221,376	5,255,400	4,135,641	3,954,468	4,131,650	4,960,713	5,388,589	-	-	-	-	-	33,047,837
Revenue Deductions	C/A 0.50	0.50	0.51	0.55	0.50	0.53	0.49	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.51
7 Contractual Allow	2,633,241	2,641,433	2,123,304	2,161,012	2,068,222	2,617,644	2,651,496						16,896,352
8 Contractual Allow PY	-	(166,414)	(150,000)	(161,900)	(239,980)	(150,000)	(146,456)						(1,014,750)
9 Charity Care	13,835	10,821	29,173	3,011	26,998	(1,094)	26,918						109,662
10 Administrative	13,068	65,243	2,149	470	22,039	3,086	7,909						113,963
11 Policy Discount	11,886	25,978	22,294	21,686	14,924	21,404	45,819						163,992
12 Employee Discount	3,477	8,688	21,685	14,258	27,122	18,715	13,541						107,487
13 Bad Debts	(20,228)	286,419	213,959	94,463	178,698	143,638	251,389						1,148,339
14 Denials	36,893	90,512	122,409	85,491	82,900	62,136	68,244						548,585
Total revenue deductions	2,692,172	2,962,680	2,384,974	2,218,491	2,180,924	2,715,529	2,918,860	-	-	-	-	-	18,073,630
16 Net Patient Revenue	2,529,203	2,292,719	1,750,667	1,735,978	1,950,726	2,245,184	2,469,729	-	-	-	-	-	14,974,206
net / tot pat rev	48.4%	43.6%	42.3%	43.9%	47.2%	45.3%	45.8%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	45.3%
17 Other Revenue	7,903	12,423	12,179	69,102	87,920	(14,843)	125,803						300,488
Total Operating Revenue	2,537,106	2,305,142	1,762,847	1,805,080	2,038,646	2,230,342	2,595,532	-	-	-	-	-	15,274,694
Expenses													
19 Salaries	1,031,745	1,186,235	1,128,310	1,030,308	1,180,530	1,149,239	1,128,376						7,834,742
20 Employee Benefits	328,024	322,710	327,131	341,164	324,130	316,185	346,228						2,305,572
21 Registry	18,220	19,970	20,190	426,685	274,156	62,342	49,589						871,152
22 Salaries and Benefits	1,377,989	1,528,915	1,475,631	1,798,157	1,778,816	1,527,766	1,524,193	-	-	-	-	-	11,011,467
23 Professional fees	158,025	158,753	160,727	159,587	165,629	159,273	155,356						1,117,349
24 Supplies	161,829	250,136	164,872	187,956	206,287	249,695	171,478						1,392,254
25 Utilities	41,897	42,700	40,028	40,081	44,915	40,309	47,677						297,606
26 Repairs and Maintenance	45,118	36,613	40,799	56,470	40,075	41,589	40,464						301,127
27 Purchased Services	390,217	395,513	354,590	405,689	361,055	436,034	439,501						2,782,598
28 Insurance	94,188	90,303	77,166	71,409	71,283	68,935	64,529						537,813
29 Depreciation	91,901	91,901	91,901	91,901	91,901	91,901	96,309						647,713
30 Rental and Leases	17,852	32,492	20,979	21,417	25,116	1,219	20,337						139,412
32 Dues and Subscriptions	8,330	6,022	6,214	6,592	7,840	8,748	6,206						49,951
33 Other Expense.	45,482	64,915	51,030	55,961	68,269	54,513	37,800						377,971
34 Total Expenses	2,432,828	2,698,263	2,483,936	2,895,219	2,861,186	2,679,982	2,603,849	-	-	-	-	-	18,655,262
Surplus (Loss) from Operations	104,279	(393,120)	(721,089)	(1,090,139)	(822,540)	(449,640)	(8,318)	-	-	-	-	-	(3,380,568)
Non-Operating Income													
37 Tax Revenue	204,167	204,167	204,163	204,163	204,163	204,175	204,163						1,429,161
38 Other non-operating	20	120	17,719	120	220	(95,495)	53,607						(23,689)
Interest Income	623	403	24,114	163	320	21,426	385						47,433
Interest Expense	(7,507)	(7,594)	(7,504)	(7,177)	(7,002)	(7,261)	(10,310)						(54,355)
IGT Expense													-
39 Total Non-operating	197,304	197,095	238,492	197,269	197,701	122,844	247,844	-	-	-	-	-	1,398,550
40 Surplus/(Loss)	301,582	(196,025)	(482,597)	(892,871)	(624,839)	(326,796)	239,526	-	-	-	-	-	(1,982,018)

BALANCE SHEET

BALANCE SHEET								PY
	July	Aug	Sept	Oct	Nov	Dec	Jan	June
ASSETS:								
Current Assets								
Cash and Cash Equivalents (Includes CD's)	1,511,284	1,403,907	1,085,094	2,218,655	1,616,814	1,947,742	1,925,620	1,344,262
Gross Patient Accounts Receivable	9,485,223	9,407,701	8,231,530	7,586,726	7,968,263	8,676,578	10,059,363	9,034,356
Less: Reserves for Allowances & Bad Debt	6,448,695	6,374,389	5,757,999	5,320,373	5,655,397	6,099,846	6,930,747	5,860,965
Net Patient Accounts Receivable	3,036,527	3,033,312	2,473,531	2,266,353	2,312,866	2,576,732	3,128,616	3,173,391
Tax Revenue Receivable	2,450,000	2,450,000	2,450,000	2,450,000	1,948,524	977,044	924,764	55,519
Other Receivables	-3,899	4,389	-33,265	295,202	481,488	634,389	245,901	164,283
Inventories	278,346	277,571	273,934	274,099	282,701	269,874	285,427	279,460
Prepaid Expenses	780,163	813,857	766,194	727,526	665,682	660,627	577,596	552,322
Due From Third Party Payers	0	0						
Due From Affiliates/Related Organizations	0	0						
Other Current Assets	0	0						
Total Current Assets	8,052,421	7,983,036	7,015,487	8,231,835	7,308,075	7,066,408	7,087,925	5,569,237
Assets Whose Use is Limited								
Investments	39,135,702	39,135,702	39,159,533	36,159,533	34,909,533	34,930,232	34,930,232	39,135,702
Other Limited Use Assets	144,375	144,375	144,375	144,375	144,375	144,375	144,375	144,375
Total Limited Use Assets	39,280,077	39,280,077	39,303,908	36,303,908	35,053,908	35,074,607	35,074,607	39,280,077
Property, Plant, and Equipment								
Land and Land Improvements	3,061,292	3,061,292	3,061,292	3,061,292	3,071,192	3,071,192	3,071,192	3,061,292
Building and Building Improvements	10,194,722	10,194,722	10,194,722	10,194,722	10,533,054	10,533,054	10,533,054	10,194,722
Equipment	13,874,411	14,013,046	14,058,598	14,100,865	14,100,865	14,136,426	14,162,283	13,850,497
Construction In Progress	376,228	627,178	627,878	1,191,715	2,798,223	2,824,104	2,924,104	374,181
Capitalized Interest								
Gross Property, Plant, and Equipment	27,506,653	27,896,238	27,942,490	28,548,594	30,503,334	30,564,776	30,690,633	27,480,692
Less: Accumulated Depreciation	16,894,511	16,986,412	17,078,313	17,170,213	17,262,114	17,354,014	17,450,323	16,802,611
Net Property, Plant, and Equipment	10,612,142	10,909,826	10,864,178	11,378,381	13,241,220	13,210,762	13,240,310	10,678,081
TOTAL UNRESTRICTED ASSETS	57,944,639	58,172,939	57,183,572	55,914,124	55,603,204	55,351,777	55,402,841	55,527,395
Restricted Assets	0	0	0	0	0	0	0	0
TOTAL ASSETS	57,944,639	58,172,939	57,183,572	55,914,124	55,603,204	55,351,777	55,402,841	55,527,395

BALANCE SHEET

	PY						
	July	Aug	Sept	Oct	Nov	Dec	Jan
	June						
LIABILITIES:							
Current Liabilities							
Accounts Payable	1,142,730	1,297,913	830,678	1,295,173	1,276,619	843,265	828,659
Notes and Loans Payable							
Accrued Payroll	968,095	1,101,911	1,218,912	669,378	803,595	947,059	1,056,467
Patient Refunds Payable							
Due to Third Party Payers (Settlements)	6,734,792	7,066,883	7,107,149	7,012,564	7,407,980	8,054,137	7,967,811
Advances From Third Party Payers							
Current Portion of Def Rev - Txs,	2,245,833	2,041,666	1,837,503	1,633,340	1,429,177	1,225,002	1,020,839
Current Portion - LT Debt	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Current Portion of AB915							
Other Current Liabilities (Accrued Interest & Accrued Other)	15,009	22,412	29,772	36,983	43,984	7,261	14,487
Total Current Liabilities	11,146,459	11,570,784	11,064,015	10,687,437	11,001,356	11,116,724	10,928,263
Long Term Debt							
USDA Loan	2,775,000	2,775,000	2,775,000	2,775,000	2,775,000	2,775,000	2,735,000
Leases Payable	0	0	0	0	0	0	0
Less: Current Portion Of Long Term Debt	0	0	0	0	0	0	0
Total Long Term Debt (Net of Current)	2,775,000	2,775,000	2,775,000	2,775,000	2,775,000	2,775,000	2,735,000
Other Long Term Liabilities							
Deferred Revenue	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total Other Long Term Liabilities	0	0	0	0	0	0	0
TOTAL LIABILITIES	13,921,459	14,345,784	13,839,015	13,462,437	13,776,356	13,891,724	13,663,263
Fund Balance							
Unrestricted Fund Balance	43,721,597	43,721,597	43,721,597	43,721,597	43,721,597	43,721,597	39,042,608
Temporarily Restricted Fund Balance	0	0				0	
Equity Transfer from FRHG	0	0				0	
Net Revenue/(Expenses)	301,582	105,557	-377,040	-1,269,910	-1,894,749	-2,221,545	-1,982,018
TOTAL FUND BALANCE	44,023,180	43,827,155	43,344,558	42,451,687	41,826,848	41,500,052	41,739,579
TOTAL LIABILITIES & FUND BALANCE	57,944,639	58,172,939	57,183,572	55,914,124	55,603,204	55,391,777	55,527,395

Units of Service												
For the period ending January 31, 2022												
31						215						
Current Month						Bear Valley Community Hospital						
Jan-22		Jan-21	Actual -Budget		Act.-Act.	Jan-22		Jan-21	Actual -Budget		Act.-Act.	
Actual	Budget	Actual	Variance	Var %	Var %	Actual	Budget	Actual	Variance	Var %	Var %	
2	82	96	(80)	-97.6%	-97.9%	Med Surg Patient Days	276	459	360	(183)	-39.9%	-23.3%
1	22	14	(21)	-95.5%	-92.9%	Swing Patient Days	20	122	181	(102)	-83.6%	-89.0%
377	424	463	(47)	-11.1%	-18.6%	SNF Patient Days	2,595	3,025	2,922	(430)	-14.2%	-11.2%
380	528	573	(148)	-28.0%	-33.7%	Total Patient Days	2,891	3,606	3,463	(715)	-19.8%	-16.5%
2	17	17	(15)	-88.2%	-88.2%	Acute Admissions	62	95	81	(33)	-34.7%	-23.5%
2	17	17	(15)	-88.2%	-88.2%	Acute Discharges	67	95	78	(28)	-29.5%	-14.1%
1.0	4.8	5.6	5.3	110.6%	-82.3%	Acute Average Length of Stay	4.1	4.8	4.6	6.5	135.3%	-10.7%
0.1	2.6	3.10	(2.58)	-97.6%	-97.9%	Acute Average Daily Census	1.3	2	1.7	(0.9)	-39.9%	-23.3%
12.2	14.4	15.4	(2.2)	-15.2%	-20.8%	SNF/Swing Avg Daily Census	12.2	15	14.4	(2.5)	-16.9%	-15.7%
12.3	17.0	18.5	(4.8)	-28.0%	-33.7%	Total Avg. Daily Census	13.4	17	16.1	(3.3)	-19.8%	-16.5%
27%	38%	41%	-11%	-28.0%	-33.7%	% Occupancy	30%	37%	36%	-7%	-19.8%	-16.5%
1	10	7	(9)	-90.0%	-85.7%	Emergency Room Admitted	30	70	40	(40)	-57.1%	-25.0%
1,364	1,218	6,223	146	12.0%	-78.1%	Emergency Room Discharged	7,598	6,885	6,223	713	10.4%	22.1%
1,365	1,231	6,230	134	10.9%	-78.1%	Emergency Room Total	7,628	6,959	6,263	669	9.6%	21.8%
44	40	201	4	10.9%	-78.1%	ER visits per calendar day	35	32	29	3	9.6%	21.8%
50%	59%	41%	167%	283.3%	21.4%	% Admits from ER	48%	74%	49%	83%	112.0%	-2.0%
-	-	-	-	0.0%	#DIV/0!	Surgical Procedures I/P	-	-	1	-	#DIV/0!	-100.0%
-	14	-	(14)	0.0%	#DIV/0!	Surgical Procedures O/P	9	121	34	(112)	-92.6%	-73.5%
-	14	-	(14)	0.0%	#DIV/0!	TOTAL Procedures	9	121	35	(112)	-92.6%	-74.3%
-	849	1,117	(849)	-100.0%	-100.0%	Surgical Minutes Total	2,842	5,889	5,135	(3,047)	-51.7%	-44.7%

Units of Service
For the period ending January 31, 2022

Bear Valley Community Hospital												
Current Month						Year-To-Date						
Jan-22 Actual	Budget	Jan-21 Actual	Actual -Budget Variance	Var %	Act.-Act. Var %		Jan-22 Actual	Budget	Jan-21 Actual	Actual -Budget Variance	Var %	Act.-Act. Var %
6,032	6,675	6,949	(643)	-9.6%	-13.2%	Lab Procedures	43,815	42,750	42,859	1,065	2.5%	2.2%
1,160	1,045	900	115	11.0%	28.9%	X-Ray Procedures	5,585	5,492	5,158	93	1.7%	8.3%
465	480	393	(15)	-3.1%	18.3%	C.T. Scan Procedures	2,625	2,452	2,370	173	7.1%	10.8%
88	183	127	(95)	-51.9%	-30.7%	Ultrasound Procedures	1,089	1,256	1,270	(167)	-13.3%	-14.3%
26	61	8	(35)	-57.4%	225.0%	Mammography Procedures	306	318	282	(12)	-3.8%	8.5%
281	302	263	(21)	-7.0%	6.8%	EKG Procedures	2,073	1,996	1,755	77	3.9%	18.1%
142	147	179	(5)	-3.4%	-20.7%	Respiratory Procedures	848	678	624	170	25.1%	35.9%
1,313	1,360	1,217	(47)	-3.5%	7.9%	Physical Therapy Procedures	12,687	9,656	9,753	3,031	31.4%	30.1%
1,047	1,896	1,378	(849)	-44.8%	-24.0%	Primary Care Clinic Visits	10,143	11,141	10,883	(998)	-9.0%	-6.8%
151	223	214	(72)	-32.3%	-29.4%	Specialty Clinic Visits	1,465	1,412	1,703	53	3.8%	-14.0%
1,198	2,119	1,592	(921)	-43.5%	-24.7%	Clinic	11,608	12,553	12,586	(945)	-7.5%	-7.8%
46	82	61	(35)	-43.5%	-24.7%	Clinic visits per work day	64	69	69	(5)	-7.5%	-7.8%
16.0%	19.00%	14.70%	-3.00%	-15.79%	8.84%	% Medicare Revenue	14.73%	19.00%	15.80%	-4.27%	-22.48%	-6.78%
27.80%	37.00%	33.20%	-9.20%	-24.86%	-16.27%	% Medi-Cal Revenue	34.93%	37.00%	35.09%	-2.07%	-5.60%	-0.45%
48.80%	39.00%	46.80%	9.80%	25.13%	4.27%	% Insurance Revenue	45.24%	39.00%	43.27%	6.24%	16.01%	4.56%
7.40%	5.00%	5.30%	2.40%	48.00%	39.62%	% Self-Pay Revenue	5.10%	5.00%	5.84%	0.10%	2.00%	-12.71%
156.0	171.1	156.9	(15.1)	-8.8%	-0.6%	Productive FTE's	155.67	170.5	146.0	(14.9)	-8.7%	6.6%
253.4	190.4	182.1	63.0	33.1%	39.2%	Total FTE's	197.46	189.7	166.1	7.7	4.1%	18.9%



CFO REPORT for

March 2022 Finance Committee and Board

American Rescue Plan (ARP) SHIP

We have applied for a grant of \$258,376.

Planned expenditures are as follows –

- Install temporary barriers in the Emergency Department to create isolation rooms for the treatment of COVID patients. The barriers will allow the ED to transform 4 patient beds into negative pressure isolation rooms without expanding the footprint of the ED. Estimate \$54,500.
- Coverage of Wage and Benefit expense of screeners at the main entrance of the hospital and the outpatient clinic to provide temperature screening of all employees and visitors to the hospital. Estimate \$143,876.
- Purchase of a portable x-ray unit to limit patient movement throughout the facility. Estimate \$60,000.

FY 2023 Budget Preparation Schedule

Attached is our FY 2023 (July 1, 2022 through June 30, 2023) Budget preparation schedule.

January 2022 check register

Attached is our January 2022 check register for the review of the committee.



The graph below shows urgent care visits by month.



Attached is a Profit and Loss Statement. It shows Net Revenue and Direct Expenses (no allocation for administrative expenses or management fee from BVCHD).



FY 2023 (July 1, 2022 through June 30, 2023)
BUDGET PREPARATION SCHEDULE

- March 07, 2022 Managers - Capital Budget Requests due to Accounting
- March 10, 2022 Accounting - Budget Packets / Details to Managers
- April 04, 2022 Managers - Departmental budgets due to Accounting
- April 05, 2022 regular Finance Committee
- begin review of Capital Budget requests & historical statistics
- April 15, 2022 Accounting – complete input & review of budgets
- April 18 through 27, 2022 meetings with Managers &
Budget Review by Admin Team
- May 03, 2022 regular Finance Committee
- Including budget work
- May 2022 potential additional review by Finance Committee as needed for final review, recommendation
- June 07, 2022 Regular Finance Committee including review of Budget for Submission to full Board of Directors for approval
- June 15, 2022 Regular Board of Directors meeting including approval of FY 2022 Budget including 3 year Capital Budget Plan

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CODE	NUMBER	DATE	AMOUNT	PAYEE
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ACH	012070	01/03/22	562.87	CARDINAL HEALTH
ACH	012071	01/04/22	818.10	CARDINAL HEALTH
ACH	012072	01/05/22	240.75	CARDINAL HEALTH
ACH	012073	01/06/22	3,013.67	CARDINAL HEALTH
ACH	012074	01/10/22	9,099.00	CARDINAL HEALTH
ACH	012075	01/11/22	6,424.43	CARDINAL HEALTH
ACH	012076	01/12/22	382.67	CARDINAL HEALTH
ACH	012077	01/13/22	1,001.30	CARDINAL HEALTH
ACH	012078	01/14/22	231.05	CARDINAL HEALTH
ACH	012079	01/18/22	1,878.30	CARDINAL HEALTH
ACH	012080	01/19/22	6,364.11	CARDINAL HEALTH
ACH	012081	01/20/22	88.83	CARDINAL HEALTH
ACH	012082	01/21/22	83.79	CARDINAL HEALTH
ACH	012083	01/24/22	824.28	CARDINAL HEALTH
ACH	012084	01/25/22	539.63	CARDINAL HEALTH
ACH	012085	01/26/22	420.28	CARDINAL HEALTH
ACH	012086	01/27/22	1,322.71	CARDINAL HEALTH
ACH	012087	01/28/22	10,765.36	CARDINAL HEALTH
ACH	012088	01/31/22	307.05	CARDINAL HEALTH
TOTALS:			44,368.18	

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CODE	NUMBER	DATE	AMOUNT	PAYEE
FMB *	103711	01/04/22	1,450.00	CR JAMES REYES
FMB	104217	01/06/22	411.71	BARNETTOH JESSICA
FMB	104218	01/06/22	293.43	LEE MARTIN
FMB	104219	01/06/22	4,752.00	ACS FACTORS
FMB	104220	01/06/22	2,095.08	ALCON VISION, LLC
FMB	104221	01/06/22	313.44	AMAZON CAPITAL SERVICES, INC
FMB	104222	01/06/22	250.00	AMERICAN EAGLE JANITORIAL
FMB	104223	01/06/22	3,200.00	AMN HEALTHCARE ALLIED, INC.
FMB	104224	01/06/22	1,250.00	ANDY WERKING
FMB	104225	01/06/22	133.77	ANGELA RODRIGUEZ
FMB	104226	01/06/22	104.66	ARMSTRONG MEDICAL INDUSTRIES
FMB	104227	01/06/22	3,684.26	B E.SMITH INTERIM SERVICE, INC
FMB	104228	01/06/22	431.00	BAD BEAR SPORTS WEAR
FMB	104229	01/06/22	171.41	BECKMAN COULTER INC
FMB	104230	01/06/22	186.09	BIG BEAR CITY CSD
FMB	104231	01/06/22	23,695.00	BIG BEAR FAMILY MEDICINE, INC
FMB	104232	01/06/22	656.77	BIG BEAR PAINT CENTER INC
FMB	104233	01/06/22	314.32	BIO RAD LABORATORIES, INC.
FMB	104234	01/06/22	6,699.72	BUTCHERS BLOCK
FMB	104235	01/06/22	1,125.00	CAW DBA VTECH
FMB	104236	01/06/22	289.99	CIMRO
FMB	104237	01/06/22	39.20	COLIN CAMPBELL
FMB	104238	01/06/22	731.00	COUNTY OF SAN BERNARDINO
FMB	104239	01/06/22	49,899.40	CPSI/EVIDENT
FMB	104240	01/06/22	600.00	CRESTLINE FISRT BAPTIST
FMB	104241	01/06/22	22,033.34	DAVID HORNER PC
FMB	104242	01/06/22	1,979.06	DIY HOME CENTER
FMB	104243	01/06/22	827.65	DWP CITY OF BIG BEAR LAKE
FMB	104244	01/06/22	2,429.01	EMERALD TEXTILES
FMB	104245	01/06/22	339.63	ENV SERVICES, INC
FMB	104246	01/06/22	13,392.90	FISHER HEALTHCARE
FMB	104247	01/06/22	418.93	FRESENIUS KABI LLC
FMB	104248	01/06/22	1,990.59	FRONTIER COMMUNICATIONS
FMB	104249	01/06/22	175.98	GRAINGER PARTS
FMB	104250	01/06/22	14,820.00	HABEN PROF. CHIROPRACTIC CORP.
FMB	104251	01/06/22	188.13	HAPPY CHEF
FMB	104252	01/06/22	2,000.00	HIGH DESERT PATHOLOGY MDCL GRP
FMB	104253	01/06/22	350.00	IBM
FMB	104254	01/06/22	3,483.98	INSTRUMENTATION LABORATORY
FMB	104255	01/06/22	617.49	J AND J PRODUCE CO
FMB	104256	01/06/22	1,450.00	JAMES REYES
FMB	104257	01/06/22	1,235.00	JAMES SKOEN
FMB	104258	01/06/22	1,560.00	KBHR FM
FMB	104259	01/06/22	49,064.89	LAKEBEAR PARTNERS, LP
FMB	104260	01/06/22	595.50	LIFESTREAM
FMB	104261	01/06/22	5,134.50	MARSH & MCLENNAN AGENCY LLC
FMB	104262	01/06/22	622.28	MCKESSON MEDICAL SURGICAL
FMB	104263	01/06/22	1,500.00	MEDICAL DISPATCH
FMB	104264	01/06/22	891.29	MEDISTAR HEALTHCARE CONN. CORP
FMB	104265	01/06/22	153.06	MEDLINE INDUSTRIES INC

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CODE	NUMBER	DATE	AMOUNT	PAYEE
FMB	104266	01/06/22	326.82	MEGAN MEADORS
FMB	104267	01/06/22	4,000.00	MICHAEL NORMAN DO
FMB	104268	01/06/22	1,500.00	MISSION SURGICAL CLINIC
FMB	104269	01/06/22	12.50	O.J'S DONUT HOUSE
FMB	104270	01/06/22	12,066.53	ORTHO-CLINICAL DIAGNOSTICS INC
FMB	104271	01/06/22	460.26	PARACLETE FIRE & SAFETY, INC
FMB	104272	01/06/22	4,425.00	PAULA NORNES-LEBBY, MD
FMB	104273	01/06/22	2,340.00	PRAMANN CHIROPRACTIC INC.
FMB	104274	01/06/22	1,400.00	QUADIENT FINANCE USA, INC
FMB	104275	01/06/22	72.58	SANDY FLORES RODRIGUEZ
FMB	104276	01/06/22	907.35	STAPLES ADVANTAGE
FMB	104277	01/06/22	3,520.00	STEVEN GROKE
FMB	104278	01/06/22	19,375.00	STEVEN MICHAEL KNAPIK
FMB	104279	01/06/22	3,000.00	STEWART CA HOLDINGS I, LLC
FMB	104280	01/06/22	4,485.05	SYSCO RIVERSIDE INC
FMB	104281	01/06/22	5,488.42	T-SYSTEM, INC
FMB	104282	01/06/22	790.00	TASTY PRODUCTS, INC
FMB	104283	01/06/22	58.99	TRACIE CALLAHAN
FMB	104284	01/06/22	27,926.53	TRI RAD INC
FMB	104285	01/06/22	33.00	UNITED PARCEL SERVICE
FMB	104286	01/06/22	1,069.09	US FOOD SERVICE INC
FMB	104287	01/06/22	12,800.00	V. MADHU ANVEKAR MD, INC.
FMB	104288	01/06/22	33.51	VISA
FMB	104289	01/06/22	1,483.72	WAXIE SANITARY SUPPLY
FMB	104290	01/06/22	585.29	Z & Z MEDICAL, INC.
FMB *	104291	01/07/22	25,835.44	D CRITEL NURSING ANESTH INC
FMB	104296	01/13/22	5,461.58	AFLAC
FMB	104297	01/13/22	150.00	AMERICAN EAGLE JANITORIAL
FMB	104298	01/13/22	3,200.00	AMN HEALTHCARE ALLIED, INC.
FMB	104299	01/13/22	1,130.59	BDM BEN-GAL LTD
FMB	104300	01/13/22	618.85	BECKMAN COULTER INC
FMB	104301	01/13/22	31,144.00	BETA HEALTHCARE GROUP
FMB	104302	01/13/22	21,694.29	BETA HEALTHCARE GROUP
FMB	104303	01/13/22	173.58	BIG BEAR CITY CSD
FMB	104304	01/13/22	3,759.74	BIG BEAR DISPOSAL
FMB	104305	01/13/22	400.00	BIG BEAR OUTDOOR ADVERTISING
FMB	104306	01/13/22	151.46	BIO RAD LABORATORIES, INC.
FMB	104307	01/13/22	113.00	CALIF DEPT OF PUBLIC HEALTH
FMB	104308	01/13/22	1,532.00	CARDIOLOGY SPECIALISTS MED GRP
FMB	104309	01/13/22	33,734.00	CENTER FOR ORAL HEALTH
FMB	104310	01/13/22	1,995.00	CITRIX SYSTEMS, INC.
FMB	104311	01/13/22	707.92	CPSI/EVIDENT
FMB	104312	01/13/22	33,491.22	DCH SUBARU OF RIVERSIDE
FMB	104313	01/13/22	2,504.40	EMERALD TEXTILES
FMB	104314	01/13/22	45.00	EVAN RAYNER
FMB	104315	01/13/22	610.89	FISHER HEALTHCARE
FMB	104316	01/13/22	45.00	GARTH HAMBLIN
FMB	104317	01/13/22	1,084.50	GORDON EQUIPMENT SERVICES
FMB	104318	01/13/22	866.82	GRAINGER PARTS
FMB	104319	01/13/22	3,893.11	GRAPHICS DESIGNED INK INC.
FMB	104320	01/13/22	123.82	INJOY HEALTH EDUCATION

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FMB	104321	01/13/22	20.00	INNOVATIVE CREDIT SOLUTIONS
FMB	104322	01/13/22	30.32	INSTRUMENTATION LABORATORY
FMB	104323	01/13/22	18,308.00	IRIS TELEHEALTH MEDICAL GROUP
FMB	104324	01/13/22	996.88	J AND J PRODUCE CO
FMB	104325	01/13/22	630.75	LA SIERRA FIRE EQUIPMENT, INC
FMB	104326	01/13/22	3,774.37	LEASING ASSOC. BARRINGTON, INC
FMB	104327	01/13/22	396.53	LITTLE GREEN HOUSE FLORIST
FMB	104328	01/13/22	1,944.20	MARSH & MCLENNAN AGENCY LLC
FMB	104329	01/13/22	40.00	MARTA KAREN ZAVAS
FMB	104330	01/13/22	4,889.46	MATHESON TRI GAS INC.
FMB	104331	01/13/22	105.79	MCKESSON MEDICAL SURGICAL
FMB	104332	01/13/22	600.00	MEDICOM TECHNOLOGIES INC
FMB	104333	01/13/22	.00	VOIDED
FMB	104334	01/13/22	13,767.02	MEDLINE INDUSTRIES INC
FMB	104335	01/13/22	907.47	MOONRIDGE FUEL
FMB	104336	01/13/22	12.50	O.J'S DONUT HOUSE
FMB	104337	01/13/22	2,547.19	ORTHO-CLINICAL DIAGNOSTICS INC
FMB	104338	01/13/22	4,918.83	PACIFIC COMPANIES, INC.
FMB	104339	01/13/22	49.86	PERFORMANCE HEALTH SUPPLY INC.
FMB	104340	01/13/22	701.05	READY REFRESH BY NESTLE
FMB	104341	01/13/22	1,000.00	RENAISSANCE IMAGING MEDICAL AS
FMB	104342	01/13/22	418.08	SMILEMAKERS
FMB	104343	01/13/22	566.27	STAPLES ADVANTAGE
FMB	104344	01/13/22	3,790.79	SYSCO RIVERSIDE INC
FMB	104345	01/13/22	386.86	TRI ANIM HEALTH SERVICES INC
FMB	104346	01/13/22	1,600.00	TRI RAD INC
FMB	104347	01/13/22	527.18	UNITED NURSES ASSOCIATION
FMB	104348	01/13/22	36.00	UNITED PARCEL SERVICE
FMB	104349	01/13/22	173.00	US FOOD SERVICE INC
FMB	104350	01/13/22	3,226.10	VISA
FMB	104351	01/13/22	795.17	WAXIE SANITARY SUPPLY
FMB	104352	01/13/22	970.50	ZONES INC
FMB *	104353	01/13/22	3,861.11	THE RAWLINGS COMPANY
FMB	104355	01/20/22	10.52	BOZARTH KELLY
FMB	104356	01/20/22	34.55	HAZELTON RAYMOND
FMB	104357	01/20/22	20.00	MULVIHILL CAROL
FMB	104358	01/20/22	53.76	OVERPAYMENT RECOVERY
FMB	104359	01/20/22	1,781.90	POTTER TRACI D
FMB	104360	01/20/22	2,325.00	REGAL MEDICAL GROUP
FMB	104361	01/20/22	119.65	TRUDIE C HAVEN
FMB	104362	01/20/22	6.00	UNITED HEALTHCARE
FMB	104363	01/20/22	2,240.79	ADP INC
FMB	104364	01/20/22	13,728.74	AGILITI HEALTH, INC.
FMB	104365	01/20/22	89.46	AIRGAS USA,LLC
FMB	104366	01/20/22	926.56	ALBERTSONS SAFEWAY
FMB	104367	01/20/22	1,057.16	AMAZON CAPITAL SERVICES, INC
FMB	104368	01/20/22	3,200.00	AMN HEALTHCARE ALLIED, INC.
FMB	104369	01/20/22	326.60	AT&T MOBILITY LLC
FMB	104370	01/20/22	15.53	B E.SMITH INTERIM SERVICE, INC
FMB	104371	01/20/22	5,185.99	BEAR VALLEY ELECTRIC
FMB	104372	01/20/22	667.82	BECKMAN COULTER INC

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CODE	NUMBER	DATE	AMOUNT	PAYEE
FMB	104373	01/20/22	1,913.08	BIO RAD LABORATORIES, INC.
FMB	104374	01/20/22	1,634.50	CAHF
FMB	104375	01/20/22	638.00	CALIF DEPT OF PUBLIC HEALTH
FMB	104376	01/20/22	180.00	CALIF TELEHEALTH NETWORK
FMB	104377	01/20/22	731.73	CALIF TOOL & WELDING SUPPLY
FMB	104378	01/20/22	7,982.09	CAREFUSION SOLUTIONS LLC
FMB	104379	01/20/22	2,231.88	CHARTER COMMUNICATIONS HOLDING
FMB	104380	01/20/22	106.67	CPSI/EVIDENT
FMB	104381	01/20/22	2,497.98	DE LAGE LANDEN
FMB	104382	01/20/22	96.00	DEPT OF JUSTICE
FMB	104383	01/20/22	519.00	DEPT OF MOTOR VEHICLES
FMB	104384	01/20/22	525.00	DOOLEY COMPANY
FMB	104385	01/20/22	2,579.22	EMERALD TEXTILES
FMB	104386	01/20/22	817.82	EXPERIAN HEALTH, INC
FMB	104387	01/20/22	3,084.92	FIRST FOUNDATION BANK
FMB	104388	01/20/22	3,218.63	FISHER HEALTHCARE
FMB	104389	01/20/22	100.00	GLOBO LANGUAGE SOLUTIONS LLC
FMB	104390	01/20/22	8,014.50	HOSPITAL ASSOC OF SO CALIF
FMB	104391	01/20/22	150.00	IAHSS
FMB	104392	01/20/22	127.80	INTRADO ENTERPRISE COLLAB INC
FMB	104393	01/20/22	977.06	IRON MOUNTAIN INC
FMB	104394	01/20/22	1,050.00	ITXTEND LLC
FMB	104395	01/20/22	323.16	J AND J PRODUCE CO
FMB	104396	01/20/22	4,726.87	LABORATORY CORP OF AMERICA
FMB	104397	01/20/22	2,379.25	LIFESTREAM
FMB	104398	01/20/22	2,500.00	MANIFEST MEDEX
FMB	104399	01/20/22	888.98	MARSH & MCLENNAN AGENCY LLC
FMB	104400	01/20/22	692.47	MCKESSON MEDICAL SURGICAL
FMB	104401	01/20/22	15,637.50	MCNEIL, TROPP & BRAUN, LLP
FMB	104402	01/20/22	2,232.00	MEDICAL LABORATORY CONNECTIONS
FMB	104403	01/20/22	842.01	MEDISTAR HEALTHCARE CONN. CORP
FMB	104404	01/20/22	.00	VOIDED
FMB	104405	01/20/22	.00	VOIDED
FMB	104406	01/20/22	.00	VOIDED
FMB	104407	01/20/22	.00	VOIDED
FMB	104408	01/20/22	21,515.95	MEDLINE INDUSTRIES INC
FMB	104409	01/20/22	145.25	MOUNTAIN WATER CO
FMB	104410	01/20/22	473.33	NATL BUSINESS FURNITURE LLC
FMB	104411	01/20/22	2,896.66	ORTHO-CLINICAL DIAGNOSTICS INC
FMB	104412	01/20/22	70.95	PAUL FRANK
FMB	104413	01/20/22	125.00	PIHRA
FMB	104414	01/20/22	131,500.95	QUORUM HEALTH RESOURCES LLC
FMB	104415	01/20/22	146.25	RAM HEALTHCARE CONSULTING GROU
FMB	104416	01/20/22	781.64	RELIAS LLC
FMB	104417	01/20/22	3,649.38	SOFTSCRIPT INC
FMB	104418	01/20/22	2,003.47	STAPLES ADVANTAGE
FMB	104419	01/20/22	3,462.26	STERICYCLE INC
FMB	104420	01/20/22	6,470.86	STERIS CORPORATION
FMB	104421	01/20/22	106.40	STEVE LONG
FMB	104422	01/20/22	110.00	STEVEN GROKE
FMB	104423	01/20/22	3,306.81	SYSCO RIVERSIDE INC

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FMB	104424	01/20/22	147.13	TAVOCA INC
FMB	104425	01/20/22	9,616.00	TELE CONNECT THERAPIES
FMB	104426	01/20/22	265.88	TRI ANIM HEALTH SERVICES INC
FMB	104427	01/20/22	214.92	ULINE
FMB	104428	01/20/22	36.00	UNITED PARCEL SERVICE
FMB	104429	01/20/22	1,658.10	WAXIE SANITARY SUPPLY
FMB	104430	01/20/22	5,000.00	WIPPLI CPA & CONSULTANTS
FMB	104431	01/20/22	373.00	XEROX CORP
FMB	104432	01/20/22	529.48	ZOLL MEDICAL CORP.
FMB	104433	01/20/22	94.10	ZONES INC
FMB *	104434	01/20/22	129.30	MEDLINE INDUSTRIES INC
FMB	104439	01/27/22	49.98	ABUNDO JESSICA
FMB	104440	01/27/22	219.76	ANTHEM BC LIFE
FMB	104441	01/27/22	8.71	BRISSEY BENJAMIN N
FMB	104442	01/27/22	10.00	CHERNYK DIANNE F
FMB	104443	01/27/22	78.75	CHU YUNGCHEN
FMB	104444	01/27/22	294.10	DECASTRO CARMEN
FMB	104445	01/27/22	.00	DOYLE EVELYN
FMB	104446	01/27/22	277.86	GARFIELD ALIED PHYSICIA
FMB	104447	01/27/22	60.00	HEARN CHRISTOPHER
FMB	104448	01/27/22	10.15	JOHNSON HOLLY
FMB	104449	01/27/22	540.82	LAWRENCE DAVID
FMB	104450	01/27/22	50.00	MCNEILWIGGINS ROSALIND
FMB	104451	01/27/22	115.52	OVERPAYMENT RECOVERY
FMB	104452	01/27/22	167.81	PITTMAN JOHN
FMB	104453	01/27/22	15.77	REHFUSS ROBERT G
FMB	104454	01/27/22	181.00	ZHU LICHAO
FMB	104455	01/27/22	573.99	ABBOTT LABORATORIES
FMB	104456	01/27/22	135.00	AGILITI HEALTH, INC.
FMB	104457	01/27/22	723.59	ALCON VISION, LLC
FMB	104458	01/27/22	1,025.78	AMAZON CAPITAL SERVICES, INC
FMB	104459	01/27/22	50.00	ANNALIE G GALAMGAM
FMB	104460	01/27/22	54.00	ARROWHEAD UNITED WAY
FMB	104461	01/27/22	16,815.00	AVREO INC
FMB	104462	01/27/22	706.71	BETA HEALTHCARE GROUP
FMB	104463	01/27/22	1,908.00	BOARD OF EQUALIZATION
FMB	104464	01/27/22	139,993.23	CALPERS1486578418
FMB	104465	01/27/22	7,100.00	CANON MEDICAL SYSTEMS USA, INC
FMB	104466	01/27/22	329.93	CHARTER COMMUNICATIONS HOLDING
FMB	104467	01/27/22	1,995.00	CITRIX SYSTEMS, INC.
FMB	104468	01/27/22	17,530.00	CPSI/EVIDENT
FMB	104469	01/27/22	2,563.49	DATEX OHMEDA INC
FMB	104470	01/27/22	481.64	DULUTH HOLDING, INC.
FMB	104471	01/27/22	270.00	E AND W THEATRES INC
FMB	104472	01/27/22	2,728.83	EMERALD TEXTILES
FMB	104473	01/27/22	108.83	FASTENAL CO
FMB	104474	01/27/22	1,867.01	FIDELITY SECURITY LIFE INS CO
FMB	104475	01/27/22	.00	FISHER HEALTHCARE
FMB	104476	01/27/22	716.00	FOX FARM STORAGE
FMB	104477	01/27/22	131.24	FRESENIUS KABI LLC
FMB	104478	01/27/22	5,595.80	FUSION MEDICAL STAFFING, LLC

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FMB	104479	01/27/22	2,503.03	GRAPHICS DESIGNED INK INC.
FMB	104480	01/27/22	680.16	J AND J PRODUCE CO
FMB	104481	01/27/22	147.74	KLH MARKETING, INC.
FMB	104482	01/27/22	51.14	LAKESHORE LEARNING MATERIALS
FMB	104483	01/27/22	390.06	LEASING ASSOC. BARRINGTON, INC
FMB	104484	01/27/22	79.70	LEGALSHIELD
FMB	104485	01/27/22	187.08	MARLON DELAS ALAS
FMB	104486	01/27/22	536.08	MCKESSON MEDICAL SURGICAL
FMB	104487	01/27/22	600.00	MEDICOM TECHNOLOGIES INC
FMB	104488	01/27/22	.00	VOIDED
FMB	104489	01/27/22	12,199.69	MEDLINE INDUSTRIES INC
FMB	104490	01/27/22	844.79	MEGAN MEADORS
FMB	104491	01/27/22	6,133.63	MUTUAL OF OMAHA
FMB	104492	01/27/22	.00	VOIDED
FMB	104493	01/27/22	55,016.57	NUWEST GROUP HOLDINGS, LLC
FMB	104494	01/27/22	1,471.87	ORTHO-CLINICAL DIAGNOSTICS INC
FMB	104495	01/27/22	9,553.45	PACIFIC COMPANIES, INC.
FMB	104496	01/27/22	255.68	PETTY CASH - DESTINY CRAIG
FMB	104497	01/27/22	12,208.27	PRINCIPAL LIFE INS COMPANY
FMB	104498	01/27/22	123.00	PTS COMMUNICATIONS
FMB	104499	01/27/22	504.69	SIEMENS HEALTHCARE DIAGNOSTICS
FMB	104500	01/27/22	243.99	SPRINT
FMB	104501	01/27/22	2,423.13	STAPLES ADVANTAGE
FMB	104502	01/27/22	4,200.00	SUMMIT PLAZA
FMB	104503	01/27/22	532.16	SYNCH/AMAZON
FMB	104504	01/27/22	.00	VOIDED
FMB	104505	01/27/22	5,182.21	SYSCO RIVERSIDE INC
FMB	104506	01/27/22	1,126.00	TASTY PRODUCTS, INC
FMB	104507	01/27/22	504.80	TRI ANIM HEALTH SERVICES INC
FMB	104508	01/27/22	538.00	UNITED NURSES ASSOCIATION
FMB	104509	01/27/22	36.00	UNITED PARCEL SERVICE
FMB	104510	01/27/22	2,703.03	WAXIE SANITARY SUPPLY
FMB	104511	01/27/22	3,591.36	WESTERN HEALTHCARE ALLIANCE
FMB	104512	01/27/22	567.56	Z & Z MEDICAL, INC.
FMB	104513	01/27/22	1,943.69	FISHER HEALTHCARE
FMB *	104514	01/27/22	833.13	TRUMED FINANCIAL SERVICES - LB
FMB	104516	01/31/22	80.00	DOYLE THOMAS
FMB	104517	01/31/22	130.00	CALIF STATE BOARD OF PHARMACY
TOTALS:			1,211,369.80	

Profit and Loss Statement Urgent Care FY22

	Oct 2021	Nov 2021	Dec 2021	Jan 2022	YTD
Revenue			70,141.48	117,560.24	187,701.72
Deductions			106.98	3,111.26	3,218.24
Net Revenue	-	-	70,034.50	114,448.98	184,483.48
Wages	18,909.63	35,436.22	44,122.76	46,254.19	144,722.80
Benefits	4,142.01	6,183.68	8,679.82	9,053.75	28,059.26
Physician Fees	-	3,000.00	17,587.51	21,521.42	42,108.93
Medical Supplies	4,172.77	1,168.41	4,391.22	4,809.49	14,541.89
Office Supplies	1,105.23	1,063.94	930.78	768.39	3,868.34
Non Med Supplies	-	4,107.36	4,744.77	2,983.20	11,835.33
Minor Equipment	5,036.42	35,868.16	5,801.39	3,514.06	50,220.03
Contracted Services	24,600.00	5,095.00			29,695.00
Purchase Services	-	8,172.86	4,129.59	910.25	13,212.70
Rent Expense	3,411.00	8,400.00	54,162.00	13,227.00	79,200.00
Tax and Licenses	524.00	-	4,661.99	94.10	5,280.09
Postage	544.36				544.36
Dues/Subs	-	1,313.57			1,313.57
Utilities	208.51	1,209.57	1,325.18	1,094.92	3,838.18
Misc Exp	-	4,546.90	45.00	510.00	5,101.90
Total Expenses	62,653.93	115,565.67	150,582.01	104,740.77	433,542.38
Net Income	(62,653.93)	(115,565.67)	(80,547.51)	9,708.21	(249,058.90)