



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

VISION

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

BOARD OF DIRECTORS BUSINESS MEETING AGENDA
Wednesday, March 11, 2020 @ 1:00 p.m. – Hospital Conference Room
41870 Garstin Drive, Big Bear Lake, CA 92315

(Closed Session will be held upon adjournment of Open Session as noted below. Open Session will reconvene @ approximately 3:00 p.m. –Hospital Conference Room 41870 Garstin Drive, Big Bear Lake, CA 92315)

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file in the Chief Executive Officer's Office and are available for public inspection or purchase at 10 cents per page with advance written notice. In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in a District meeting or other services offered by the District, please contact Administration (909) 878-8214. Notification at least 48 hours prior to the meeting or time when services are needed will assist the District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service. **DOCUMENTS RELATED TO OPEN SESSION AGENDAS (SB 343)** -- Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the public counter located in the Administration Office, located at 41870 Garstin Drive, Big Bear Lake, CA 92315. For questions regarding any agenda item, contact Administration at (909) 878-8214.

OPEN SESSION

1. CALL TO ORDER

Peter Boss, President

2. PUBLIC FORUM FOR CLOSED SESSION

This is the opportunity for members of the public to address the Board on Closed Session items.

(Government Code Section 54954.3, there will be a three (3) minute limit per speaker. Any report or data required at this time must be requested in writing, signed and turned in to Administration. Please state your name and city of residence.)

3. ADJOURN TO CLOSED SESSION*

CLOSED SESSION

1. CHIEF OF STAFF REPORT/QUALITY IMPROVEMENT: *Pursuant to Health & Safety Code Section 32155

- (1) Chief of Staff Report

2. HOSPITAL QUALITY/RISK/COMPLIANCE REPORTS: *Pursuant to Health & Safety Code Section 32155

- (1) Risk / Compliance Management Report
- (2) QI Management Report
- (3) QI Plan and Program Summary 2019

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: *Pursuant to Government Code Section 54956.9

- (1) One Potential Case

4. 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 03/11/2020)

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

- (1) Bhani Chawla-Kondal, M.D. Clinic Service Agreement (Anticipated Disclosure 03/11/2020)
- (2) Bhani Chawla-Kondal, M.D. Surgical Service Agreement (Anticipated Disclosure 03/11/2020)
- (3) Michael Chin, M.D. Clinic Service Agreement (Anticipated Disclosure 03/11/2020)
- (4) Paula Lebby, MD, OB/Gyn Extension to Clinic Service Agreement (Anticipated Disclosure 03/11/2020)

OPEN SESSION

1. CALL TO ORDER

Peter Boss, President

2. ROLL CALL

Shelly Egerer, Executive Assistant

3. FLAG SALUTE

4. ADOPTION OF AGENDA*

5. RESULTS OF CLOSED SESSION

Peter Boss, President

6. PUBLIC FORUM FOR OPEN SESSION

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

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

7. DIRECTORS' COMMENTS

8. INFORMATION REPORTS

A. Foundation Report

Holly Elmer, Foundation President

B. Auxiliary Report

Gail Dick, Auxiliary President

9. CONSENT AGENDA*

Notice to the Public:

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

A. February 12, 2020 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant

B. February 2020 Planning & Facilities Report: Michael Mursick, Plant Director

C. February 2020 Human Resource Report: Erin Wilson, Human Resource Director

D. February 2020 Infection Prevention Report: Heather Loose, Infection Preventionist

E. Family Health Center/Rural Health Clinic Annual Evaluation for 2019

F. Policies & Procedures (Summary Attached)

(1) Case Management

(2) Emergency Department

(3) FHC/RHC

- (4) Laboratory
- (5) Medical Staff
- (6) Pharmacy
- (7) Quality Improvement
- (8) Respiratory Therapy
- (9) Surgery
- G. Committee Meeting Minutes**
 - (1) February 11, 2020 Finance Committee Meeting Minutes

10. OLD BUSINESS*

- None

11. NEW BUSINESS*

- A. Discussion and Potential Approval of the Following Agreement:**
 - (1) Bhani Chawla-Kondal, M.D. Clinic Service Agreement
 - (2) Bhani Chawla-Kondal, M.D. Surgical Service Agreement
 - (3) Michael Chin, M.D. Clinic Service Agreement
 - (4) Paula Lebby, MD, OB/Gyn Extension to Clinic Service Agreement
- B. Discussion and Potential Approval of Resolution No. 20-460: Increasing Credit Card Limit \$15,000**
- C. Discussion and Potential Approval of BVCHD Board of Directors Annual Self-Assessment**

12. ACTION ITEMS*

- A. Acceptance of QHR Report**
Ron Vigus, QHR
 - (1) March 2020 QHR Report
- B. Acceptance of CNO Report**
Kerri Jex, Chief Nursing Officer
 - (1) February 2020 CNO Report
- C. Acceptance of the CEO Report**
John Friel, Chief Executive Officer
 - (1) February 2020 CEO Report
- D. Acceptance of the Finance Report & CFO Report**
Garth Hamblin, Chief Financial Officer
 - (1) January 2020
 - (2) March CFO Report

13. ADJOURNMENT*

*** Denotes Possible Action Items**

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BUSINESS BOARD MEETING MINUTES
41870 Garstin Drive, Big Bear Lake, CA 92315
February 12, 2020**

PRESENT: Peter Boss, MD, President Donna Nicely, Secretary
Gail McCarthy, 1st Vice President John Friel, CEO
Steven Baker, 2nd Vice President Shelly Egerer, Exec. Administration
Perri Melnick, Treasurer

ABSENT: Mary Norman Sheri Mursick Kerri Jex

STAFF: Garth Hamblin Steven Knapik, DO Erin Wilson

OTHER: Gail Dick, Auxiliary

COMMUNITY

MEMBERS: Bynette Mote, Planning Commissioner City of Big Bear Lake

OPEN SESSION

1. CALL TO ORDER:

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

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION:

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

2. ADJOURNED TO CLOSED SESSION:

President Boss called for a motion to adjourn to Closed Session at 1:01 p.m. Motion by Board Member Nicely to adjourn to Closed Session. Second by Board Member McCarthy to adjourn to Closed Session. President Boss called for a vote. A vote in favor of the motion was 5/0.

- Board Member Melnick- yes
- Board Member Nicely- yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

RECONVENE TO OPEN SESSION

1. CALL TO ORDER:

President Boss called the meeting to Open Session at 3:00 p.m.

2. ROLL CALL:

Peter Boss, Perri Melnick, Donna Nicely, Gail McCarthy and Steven Baker were present. Also, present was John Friel, CEO and Shelly Egerer, Executive Assistant.

3. FLAG SALUTE:

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

4. ADOPTION OF AGENDA:

President Boss called for a motion to adopt the February 12, 2020 agenda as presented. Motion by Board Member Nicely to adopt the February 12, 2020 agenda as presented. Second by Board Member McCarthy to adopt the February 12, 2020 agenda as presented. President Boss called for a vote. A vote in favor of the motion was 5/0.

- Board Member Melnick- yes
- Board Member Nicely- yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker – yes

5. RESULTS OF CLOSED SESSION:

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

The following reports were approved:

- Chief of Staff Report;
- Request for Initial Appointment
 - Victoria Nguyen, MD- Renaissance Radiology
- Request for Reappointment-
 - Steven Groke, MD- Emergency Medicine
 - Bohdan Olesnick, MD- Emergency/Internal Medicine
 - Nhan Tran, MD- Renaissance Radiology
 - Edward Oh, MD- Renaissance Radiology
 - Phillip Tirman, MD- Renaissance Radiology
 - Jennifer Hill, MD- Renaissance Radiology
 - Michael Klein, MD- Renaissance Radiology
 - Lucas Payor, MD- Renaissance Radiology
 - Harun Ozer, MD- Renaissance Radiology
 - Tomer Roth, MD- Renaissance Radiology
 - Douglas Rusnack, MD- Renaissance Radiology
 - Olga Lyass, MD- Renaissance Radiology
 - Tanya Tivorsak, MD- Renaissance Radiology
 - John Swift, MD- Renaissance Radiology
 - Brian Tzung, MD- Renaissance Radiology

- Richard Yoo, MD- Renaissance Radiology
 - Kevin Rice, MD- Renaissance Radiology
 - Mauricio De La Lama, MD- Renaissance Radiology
 - Dianna Chooljian, MD- Renaissance Radiology
 - Mark Beller, MD- Renaissance Radiology
 - Farbod Nasser, MD- Renaissance Radiology
 - Vito Fodera, MD- Renaissance Radiology
 - Karin Fu, MD- Renaissance Radiology
 - Robert Stecher, MD- Renaissance Radiology
 - Steven Kussman, MD- Renaissance Radiology
 - Gilbert Melin, MD- Renaissance Radiology
 - Eric Wallace, MD- Renaissance Radiology
 - Bruce Matthews, MD- Renaissance Radiology
 - Lara Eisenberg, MD- Renaissance Radiology
 - Steven Cohen, MD- Renaissance Radiology
 - Matthew Carr, MD- Renaissance Radiology
 - Michael Lalezarian, MD- Renaissance Radiology
 - Waad Hanna, MD- Renaissance Radiology
 - Kellie Greenblatt, MD- Renaissance Radiology
 - Gregory Eckel, MD- Renaissance Radiology
 - Joseph Roco, DO- Renaissance Radiology
 - Reda Tadros, MD- Pathology
 - Richard Baumgartner, MD- Family Medicine
- Voluntary Resignation
 - Geoffrey Sigmund, MD – Renaissance Radiology
 - John Kuri II, MD Orthopedic Surgeon
 - Risk Report/Compliance Report
 - QI Report
 - The Board of Directors unanimously approved the purchase of thirteen acres of land on Sandalwood Road at \$2.45 million dollars and any additional closing costs/escrow cost.

President Boss called for a vote. A vote in favor of the motion was 5/0.

- Board Member Melnick- yes
- Board Member Nicely- yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

6. PUBLIC FORUM FOR OPEN SESSION:

President Boss opened the Hearing Section for Public Comment on Open Session items at 3:00 p.m. Hearing no request to make public comment. President Boss closed Public Forum for Closed Session at 3:00 p.m.

7. DIRECTORS COMMENTS

- Board Member Nicely reported she and other Board Members attended AHA Conference in Phoenix and very good information and items were discussed.
- President Boss wished Happy New Year to all, thanked the Foundation for the donation check of \$75,000 and thanked staff for the Christmas party.

8. INFORMATION REPORTS:

A. Foundation Report:

- Ms. Elmer was not present.

B. Auxiliary Report:

- Ms. Dick reported the following:
 - First fundraiser for 2020 is Scrub Wear sale March 03, from 9 a.m. to 5 p.m.
 - Two boxes of See's candy left if anyone would like to purchase them

9. CONSENT AGENDA:

- A.** December 11, 2019 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
- B.** January 21, 2020 Special Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
- C.** January 2020 Planning & Facilities Report: Michael Mursick, Plant Director
- D.** Q4 2019 Fire Life Safety Report: Michael Mursick, Plant Director
- E.** January 2020 Human Resource Report: Erin Wilson, Human Resource Director
- F.** January 2020 Infection Prevention Report: Heather Loose, Infection Preventionist
- G.** Policies & Procedures (Summary Attached)
 - (1) Pharmacy Department
 - (2) Emergency Preparedness
 - (3) Plant Maintenance Department
 - (4) Health Information Management
- H.** Committee Meeting Minutes
 - (1) December 09, 2019 Finance Committee Meeting Minutes

President Boss called for a motion to approve the Consent Agenda as presented. Motion by Board Member Baker to approve the Consent Agenda as presented. Second by Board Member McCarthy to approve the Consent Agenda as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

- Board Member Melnick- yes
- Board Member Nicely- yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

10. OLD BUSINESS:

- None

11. NEW BUSINESS*

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

- (1) Michael Norman, D.O. Respiratory Therapy Director Service Agreement

President Boss called for a motion to approve Michael Norman, DO Respiratory Therapy Director Service Agreement as presented. Motion by Board Member Nicely to approve Michael Norman, DO Respiratory Therapy Director Service Agreement as presented. Second by Board Member Melnick to approve Michael Norman, DO Respiratory Therapy Director Service Agreement as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

- Board Member Melnick- yes
- Board Member Nicely- yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker – yes

12. ACTION ITEMS*

A. QHR Report:

- (1) February 2020 QHR Report:

- Mr. Vigus reported the following information:
 - March 3-5 QHR Trustee Conference
 - Mr. Friel is on a panel and will be sharing information on the great work completed at BVCHD.
 - Federal government is on price transparency, new regulations have been approved, this is a very large project that will need to be implemented to accommodate the task. Medicare is dictating the formatting also.

President Boss called for a motion to approve the QHR Report as presented. Motion by Board Member Baker to approve the QHR Report as presented. Second by Board Member Melnick to approve the QHR Report as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

- Board Member Melnick- yes
- Board Member Nicely - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

B. CNO Report:

- (1) January 2020 CNO Report:

- Ms. Jex was not in attendance
 - Board Member Nicely mentioned that Telehealth Services are becoming very popular and the district needs to increase the services we provide.

President Boss called for a motion to approve the CNO Report as presented. Motion by Board Member Nicely to approve the CNO Report as presented. Second by Board Member McCarthy to approve the CNO Report as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

- Board Member Melnick- yes
- Board Member Nicely - yes

- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

C. Acceptance of the CEO Report:

(1) January 2020 CEO Report:

- Mr. Friel reported the following information:
 - Introduced Annette, Planning Commissioner
 - Riverside Community Hospital will be on site March 13
 - CDPH completed annual survey for licensing and the fire safety survey
 - Mom & Dad Project received grant from First 5 to provide mobile dental services, we have received a grant of \$100,00, reimbursable rates, van has been owned by a dentist and has current state of the art equipment, cost of the van is \$60,000
 - QHR President will be on site Feb. 20, dinner scheduled if Board Members would like to attend please contact Administration
 - Culture of Ownership, Joe Tye will be on site February 24th through 26th.

(2) BVCHD Organizational Chart:

- Mr. Friel reported that the organizational chart is updated with new directors/managers and requires Board approval.

(3) 2020 Board & Committee Meeting Calendar:

- The Board Meeting & Committee Meeting Calendar has been provided and requires Board approval.

President Boss called for a motion to approve the CEO Report, BVCHD Organizational Chart and the 2020 Board & Committee Meeting Calendar as presented. Motion by Board Member Baker to approve the CEO Report, BVCHD Organizational Chart and the 2020 Board & Committee Meeting Calendar as presented. Second by Board Member McCarthy to approve the CEO Report, BVCHD Organizational Chart and the 2020 Board & Committee Meeting Calendar as presented. President Boss called for the vote. A vote in favor was unanimously approved 5/0.

- Board Member Melnick- yes
- Board Member Nicely - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

D. Acceptance of the Finance Report:

(1) December 2019 Financials:

- Mr. Hamblin reported the following information:
 - 434 days cash on hand
 - Revenue for December was an increase of 25%

(2) CFO Report:

- Mr. Hamblin reported the following:
 - Credit card limit will be bringing a resolution to increase the credit card limit. At this time the limit is \$5,000 and with the transactions we are doing we would like to increase the amount on the credit card
 - Finance Committee recommends \$15,000
 - QHR & the new Purchasing Manager conducted training
 - Medicaid Fiscal Accountability Regulation proposal would impact virtually every state. Concerns are that the proposed changes would have a devastating effect on the health care safety net in California and on the lives of many patients
 - We are beginning to prepare for the budget and schedule meetings with managers.

President Boss called for a motion to approve the December 2019 Finance Report and the CFO Report as presented. Motion by Board Member McCarthy to approve the December 2019 Finance Report and the CFO Report as presented. Second by Board Member Melnick to approve the December 2019 Finance Report and the CFO Report as presented. President Boss called for the vote. A vote in favor was unanimously approved 5/0.

- Board Member Melnick- yes
- Board Member Nicely - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

13. ADJOURNMENT:

President Boss called for a motion to adjourn the meeting at 3:25 p.m. Motion by Board Member Nicely to adjourn the meeting. Second by Board Member Nicely to adjourn the meeting. President Boss called for the vote. A vote in favor of the motion was unanimously approved 5/0.

- Board Member Melnick- yes
- Board Member Nicely - yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

Bear Valley Community Healthcare District Construction Projects 2020

Department / Project	Details	Vendor and all associated costs	Comments	Date Complete
Urgent Care	Working with design professionals to finalize drawings	Moon & Mayoras	In Progress	
Pyxis Replacement	Pyxis equipment is in place and seismic anchors will be installed soon.	Facilities	Nearly complete, waiting for Pyxis to send last mount that was not recieved during original delivery.	
Respritory Therapy	Flooring and cabinets	Facilities/Warren Const.	In Progress	
OR- Remodel & Electrical Repairs	Replace flooring, repair walls & replace LIM's	N/A	In Progress, prepared paperwork with legal and waiting for a response	
CT	CT Auto Opener disable device installation	Ludeke Electric	In Progress	

Bear Valley Community Healthcare District Potential Equipment Requirements

Department / Project	Details	Vendor and all associated costs	Comments	Date Complete
Hospital/Vacuum Pump	Replace the old vacuum pump	FS Medical	New Budget item	
Facilities- Pipe Threader	A new piece of equipment for making pipe for repairs	Northern Tool	New Budget item	
Facilities- Articulating Lift	A new piece of equipment for reaching unsafe places to do repairs	US Rentals	New Capital Budget item	

Bear Valley Community Healthcare District Repairs Maintenance

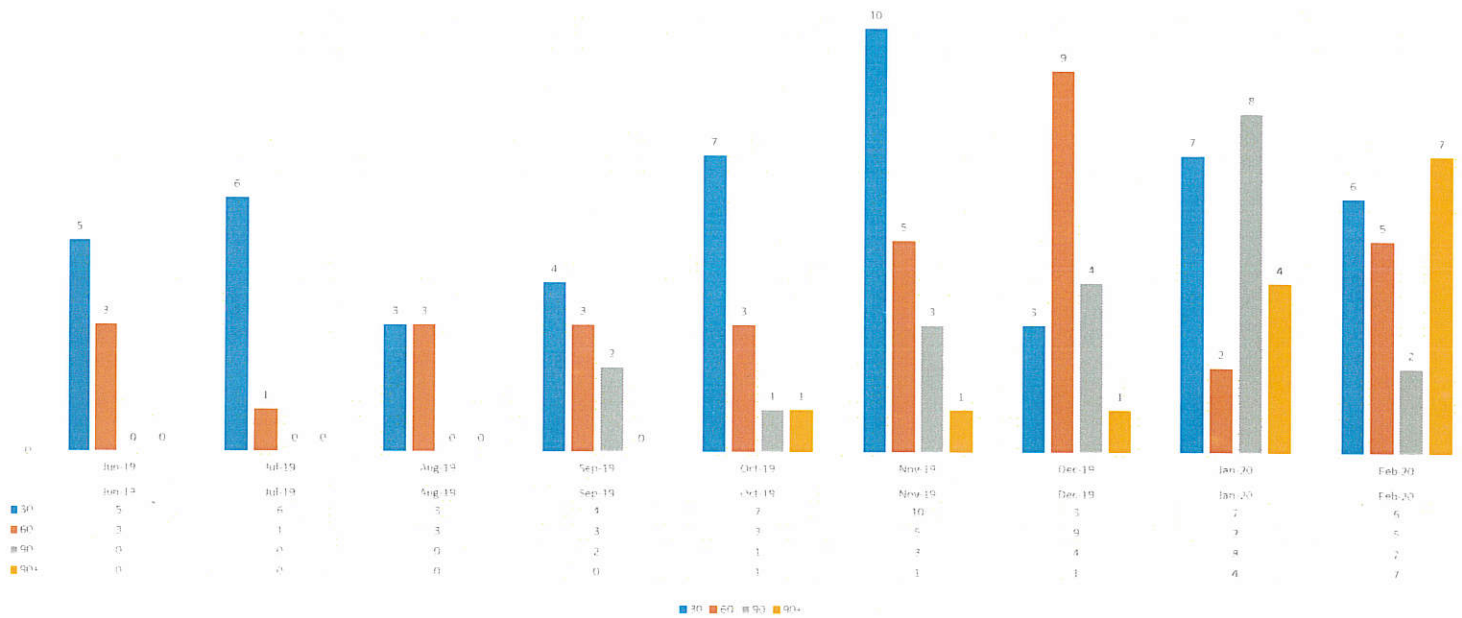
Department / Project	Details	Vendor and all associated costs	Comments	Date Completed
Dietary	Replace Drains under floor	Engineering/Pride Plumbing	In Progress	
ER/MPR	Installed TV and new dividers	Engineering	Completed	
Plant	Bioler contol valve is failing	California Boiler	In Progress	
FHC	Leak in wall around hopper	Engineering	In progress	
RHC	Repaired the hot water leak	Engineering	Completed	
RHC	Installed security lights outside	Engineering	Completed	
Hosptial	Installed all the new access points for IT	Engineering	Completed	



Board Report
February 2020

Staffing	Active: 209 – FT: 139 PT: 11 PD: 59 New Hires: 3 Terms: 4 (3 Voluntary 1 Involuntary) Open Positions: 10
Employee Performance Evaluations	DELINQUENT: See attachment 30 days: 6 60 days: 5 90 days: 2 90+ days: 7 – ED, RT, Administration See Attachment
Work Comp	NEW CLAIMS: 0 OPEN: 6 Indemnity (Wage Replacement, attempts to make the employee financially whole) - 4 Future Medical Care – 1 Medical Only – 1 Experience Modification Factor has decreased from 118% to 72% Anything under 100% will receive a credit which will be reflected in the premium for July insurance renewal. See attachment for explanation of Ex Mod Factor
Employee File Audit	FILE AUDIT: Complete HR will begin to audit employee I9's
Employee Events	Anything Chocolate Culture of Ownership Presentations

Past Due Evaluations





February 14, 2020

Dear Member,

BETA Risk Management Authority (BETARMA) has calculated your organization's Experience Modification Factor "Ex-Mod" for the upcoming July 1, 2020-2021 workers' compensation coverage contract year.

In general, the Ex-Mod is a ratio derived by dividing your organization's Total Adjusted Losses by the Total Expected Losses within a three-year period and is based upon the current Ex-Mod calculation methodology of the Workers' Compensation Insurance Rating Bureau (WCIRB). For example, \$80,000 (Total Adjusted Losses) / \$100,000 (Total Expected Losses) = 80% Ex-Mod factor

BETARMA calculates Ex-Mods for all members and adopts the most current formula implemented by the WCIRB.

Total Adjusted Losses:

Adjusted Losses are calculated by adding the Actual Losses and the Expected Excess Losses together. Actual Losses are derived by taking your organization's claims within a valid year and limiting the loss value by the Primary Threshold. The Primary Threshold is a value that is established by the WCIRB and is determined by your organization's Total Expected Losses. For example, an organization with a Primary Threshold of \$10,000 has a loss that falls within the Ex-Mod calculation and is valued at \$50,000, only \$10,000 of this loss will be counted towards the final Ex-Mod.

The Expected Excess Losses are calculated within the rating formula and are set by the WCIRB.

Total Expected Losses:

To calculate your Expected Losses, we rely on data provided each year from the WCIRB. The WCIRB provides the Expected Loss Rate which represents the expected losses that may occur per \$100 of payroll for each job classification. The Expected Losses are calculated by multiplying the Expected Loss Rate per \$100 of payroll for each job classification.

Your organization's July 1, 2020-2021 Ex-Mod is one of many factors that go into the computation of your final contribution. Any fluctuation of your Ex-Mod factor does not necessarily correlate to an overall decrease or increase in your final contribution.

Within the Ex-Mod packet, which has been sent to you electronically in a PDF format, you will find the following:

- **Mod Snapshot:** This report provides a quick reference for your organization's key numbers, the impact that individual losses have on your Ex-Mod, your minimum Ex-Mod (Ex-Mod with zero losses), and controllable Ex-Mod (difference between your current and minimum Ex-Mod, widely considered the opportunity your organization has for improving the Ex-Mod).

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1443 Danville Boulevard
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925-838-6070 MAIN
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Glendale Office
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- Aggregate Loss Sensitivity: This report projects the overall impact that your organization's total primary losses can have on your published Ex-Mod.

- Worker's Compensation Experience Rating Form: This is the formal calculation report of your organization's Ex-Mod.

Please take some time to look over the attached Ex-Mod packet. If you would like to discuss your Ex-Mod calculation or have any questions, please do not hesitate to reach out to us directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Michele D. Reager". The signature is fluid and cursive, with the first name "Michele" and last name "Reager" being clearly distinguishable.

Michele D. Reager, CPCU
Director of Underwriting
Workers' Compensation



Infection Prevention Monthly Report

February 2020

TOPIC	UPDATE	ACTION/FOLLOW UP
1. Regulatory	<ul style="list-style-type: none"> ▪ Continue to receive updates from APIC. ▪ AFL (All Facility Letters) from CDPH have been reviewed. <ul style="list-style-type: none"> • Multiple AFLs have come in regarding Covid-19, as the situation is evolving daily. • Our hospital is prepared in the event we receive a patient suspected of having the novel corona virus. We have isolation procedures in order, signage, and are screening all patients for recent travel or contact with those who have been diagnosed with the coronavirus. ▪ Continue NHSN surveillance reporting. <ul style="list-style-type: none"> • No Hospital Acquired Infections to report. ▪ Completion of CMR reports to Public Health per Title 17 and CDPH regulations. <ul style="list-style-type: none"> • January – No reportable illnesses • February – No reportable illnesses 	<ul style="list-style-type: none"> ▪ Review ICP regulations. ▪ AFL to be reviewed at Infection Control Committee and Regulatory committee. ▪ Continue Monthly Reporting Plan submissions.
2. Construction	<ul style="list-style-type: none"> ▪ One outstanding ICRA Permit for installing new mounts and TVs in the SNF. ▪ Awaiting the start of the kitchen re-piping project. Everything is in place but we are waiting for county approval on a repair that was needed in the temporary 	<ul style="list-style-type: none"> ▪ Work with Maintenance and contractors to ensure compliance.

	kitchen trailer.	
3. QI	<ul style="list-style-type: none"> ▪ Continue to work towards increased compliance with Hand Hygiene <ul style="list-style-type: none"> • 80% for January 	<ul style="list-style-type: none"> • Continue monitoring hand hygiene compliance.
4. Outbreaks/ Surveillance	<ul style="list-style-type: none"> ▪ January - 1 MRSA (B-Lactamase) in ER patient, no C-diff ▪ February – 2 MRSA in ED patients, no C-diff 	<ul style="list-style-type: none"> ▪ Informational
5. Policy Updates	<ul style="list-style-type: none"> • None this past month 	<ul style="list-style-type: none"> ▪ Clinical Policy and Procedure Committee to review and update Infection Prevention policies.
6. Safety/Product	<ul style="list-style-type: none"> • Continue working with EVS to obtain competencies and improve compliance with OR Cleaning through checklists and surveillance. 	<ul style="list-style-type: none"> ▪ Continue to monitor compliance with infection control practices.
7. Antibiotic Stewardship	<ul style="list-style-type: none"> ▪ Pharmacist continues to monitor antibiotic usage. 	<ul style="list-style-type: none"> ▪ Informational.
8. Education	<ul style="list-style-type: none"> ▪ ICP continues to attend the APIC meetings in Ontario when possible. 	<ul style="list-style-type: none"> ▪ ICP to share information at appropriate committees.

<p>9. Informational</p>	<p>Statistics on Immediate Use Steam Sterilization will now be included with the monthly surgery stats and reported to P&T Committee monthly.</p> <ul style="list-style-type: none"> ▪ January – 0 IUSS/4 cases ▪ February 1 IUSS/ 9 cases <p>Culture Follow-Up</p> <ul style="list-style-type: none"> ▪ IP oversees culture follow-up process carried out by clinical managers. ▪ Average time for February was 2.5 days to resolution from time of culture result. <p>Official Flu Season</p> <ul style="list-style-type: none"> • Influenza A is now starting to peak around the country, which may lead to an extended flu season this year. <p>High Consequence Infectious Disease</p> <ul style="list-style-type: none"> • Infection Preventionist and ED Director attended a seminar about high consequence infectious disease preparedness for frontline hospitals, including the novel coronavirus, Covid-19. • We have taken steps to prepare for the current threat, which is Covid-19. We are screening patients at all entrances for respiratory symptoms, fever, rash and history of travel or exposure to any person diagnosed with Covid-19. • The goal is to rapidly identify possible cases, isolate possible cases, and inform those who need to know, including staff, IP, administration and San Bernardino Dept of Public Health. 	<ul style="list-style-type: none"> ▪ Informational
<p><i>Heather Loose, BSN, RN</i></p>	<p><i>Infection Preventionist</i></p>	<p><i>Date: March 4, 2020</i></p>



Family Health Center/ Rural Health Clinic Annual Evaluation for 2019

A review of Bear Valley Community Family Health Center (FHC) and Rural Health Clinic (RHC) was conducted for the calendar year 2019 as required by the Center for Medicare and Medicaid Services (CMS) Conditions of Participation for Rural Health Centers. This annual report is submitted to you for review and acceptance.

The information for the review was completed by an interdisciplinary team whose members consist of Sheri Mursick, Director of Outpatient Services/QI Manager; Joanne Merrill, Programs Coordinator; Caitlin McLaughlin, Clerical Assistant II; Dr. Knapik, Medical Director; Mary Norman Compliance/Risk Manager; Nicole Wheeler, Medical Staff Coordinator and Michael Mursick, Director of Facilities. The report was reviewed by the Provider staff, Administrative Team, Medical Staff Executive Committee up through the Governing Board.

CLINIC OVERVIEW

Services, Providers and Volume

Services provided include Primary Care, Medication Assisted Treatment, Chronic Pain Management, Mental Health, Chiropractic, Acupuncture, Podiatry, OB/GYN, Orthopedics and Dental services. There has been an effort to improve patient satisfaction and continuity of care by evaluating additional service lines and programs to benefit the community. The clinic added the following providers in 2019: Dr. Jeremy Busch, Podiatrist; Dr. Michelle Saidel, Psychiatrist; Dr. D'Auria, DDS; Marisa Wayt, PA; Dr. David Horner; and Josh Marshall, LCSW. The clinic collaborates with the Mom and Dad's Project to provide Comprehensive Perinatal Services Program (CPSP) and Virtual Dental Home (VDH) services.

In 2019 the clinic continued to focus on stabilizing existing service lines and improving access to care by placing an emphasis on walk-in and same day appointments. The outpatient service volume showed an overall increase of 5% in 2019. An automated telephone appointment reminder system is used in efforts to decrease no show visits. The no show rate in 2019 was 18% which was slightly higher than 2018. The same day appointment rate held steady at 11% which is comparable to 2018.

Quality and Process Improvement

As the FHC and RHC are departments of the Healthcare District, they take an active role in the

District-wide QI Program. Clinic staff were members of the Medication Error Reduction Program (MERP), Emergency Preparedness Committee, Culture of Ownership, BETA workgroups, Regulatory QI subcommittee and Risk/QI subcommittee. Quality goals supported overall the organizational wide improvement program; additionally, the clinic worked on department specific goals. The following was the department QI focus for 2019:

GOALS	ACCOMPLISHMENTS
Improve compliance with FHC/RHC State and Federal regulations.	<p>Specific accomplishments included:</p> <ul style="list-style-type: none"> • Successful CDPH FHC Recertification Survey • Director attended QHR Leading from the Middle workshop • Participation in QHR Outpatient Clinical Documentation Integrity webinar • Active participation in District-wide Chart Review Committee • Maintained structured provider chart review to include feedback and education mechanisms • Maintained nursing chart review • Emphasized importance of care coordination between primary and specialty care providers • Continued annual patient medical history questionnaire • Attendance at CDPH conference New Direction for Center for Health Care Quality • Successful VFC Program compliance audit • Improved front office workflow through clarification of duties and assignment rotation: <ul style="list-style-type: none"> ○ MSP Process ○ Registration edits ○ Collection of PPO co-pays ○ Private Pay price list ○ Notice to patients-TAR process ○ Cash drawer/deposits process • Implemented VFC vaccine coverage monitoring • Implemented POC testing order sheet • Translated Private Pay obligation into Spanish
Improve patient safety.	<p>Improvements include:</p> <ul style="list-style-type: none"> • Maintained use of Just Culture, incorporate lessons learned in staff meetings

	<ul style="list-style-type: none"> • Continue daily huddles • Stoplight board • CPI training • Improved ordering and storage of supplies improve compliance with stock rotation and monitoring for outdates • Developed Clinic QI focus groups • Implemented POC order sheet • Continued “end of day” process and check off sheet • Improved specimen labeling and collection process • Managed future orders report • Participated on the Readmissions QI group • Monitored Clinic- ED transfers • Implemented VIS/Patient education holder in hallway for easy access • Install punch locks at RHC • Implement walking rounds to ensure room readiness • Flag pain management charts if medications are managed by psychiatrist
Improve customer satisfaction	<ul style="list-style-type: none"> • Work with frontline staff to improve patient appointment scheduling and check-in process • Qualitick customer satisfaction survey, feedback given to staff • Patient/Care Navigator • Implemented schedule “block” checklist • Trauma informed care training/ACES • Enhance/expand support groups • Implemented patient follow up calls • Blocking schedules at time of provider request to improve scheduling • Added text option to Tavoca (automated appointment reminder service)
Staff engagement	<ul style="list-style-type: none"> • Culture of Ownership • Added “good things” to daily huddles • Positive attitude lanyards • Implemented Focus of the Month • Safe table discussions • Culture of Safety action plan • Scheduled Real Colors class • Thankful Tree project • Food donations

	<ul style="list-style-type: none"> • Thank you cards • Thoughtful cards-care for the caregiver
Increase access to care/Increase community outreach/Increase service volumes.	<ul style="list-style-type: none"> • Recruited additional providers to clinic • Provided monthly same day appointment and no-show statistics to providers. • Ensured consistency with Tavoca (automated appointment reminder system). • Partnered with The Center for Oral Health/Mom and Dad's Project to expand dental services at the Family Health Center. • Expanded mental health services. • Participated in District sponsored Health Fair. • Conducted school-age vaccine clinics • Conducted flu shot clinics • CARE grant-Diabetes Education • Smoking cessation classes • MAT Grant program • Health Fair participation

Policies and Procedures Summary

Clinic policies are reviewed by key clinic staff and providers. Policies are then submitted for review by the Clinical Policy and Procedures committee and Medical Executive Committee (MEC). Policies are then submitted to the governing board for final approval.

Policies are available to all staff members electronically on the intranet as well as printed in a binder which is kept in the Director of Outpatient Service's office.

Standardized procedures are utilized to guide the mid-level providers. The standardized procedures were reviewed and signed by the clinic provider staff. In addition to the standardized procedures, provider staff have access to the Nurse Practitioner Acute Care Protocols for Emergency Departments, Urgent Care Centers and Family Practices manual.

Credentialing and Peer Review

Clinic providers are credentialed through Medical Staff. BVCHD has an ongoing Peer Review process which is reported/discussed at the Medical Executive Committee (MEC) meeting. The Chief of Staff keeps the board informed of any issue pertaining to Peer Review.

Medical Record Review

Chart audits are conducted on an on-going basis to ensure continuity of care, evidence of best practice and adherence to policies and procedures. Chart reviews are performed using an interdisciplinary approach and reviewed by the Clinic Medical Director. Feedback is given to the providers regarding chart review results. Education is provided at the monthly Provider Staff meeting.

The clinical record review includes but is not limited to the following components:

- Presence of demographic data
- Problem list is complete
- Allergies are documented
- Complete Past Medical History and Social History are documented
- History of Present Illness (HPI) is documented
- Pertinent Review of Systems (ROS) and Physical Exam (PE) are documented
- Ancillary tests ordered are appropriate
- Prescriptions are appropriate
- Treatment plan is appropriate
- Evidence of appropriate consults
- Continuity of care is evident between providers
- Documentation of patient education
- Recommendation for follow up is appropriate
- Warm hand off (transfer patients)

Review of Services

The Family Health Center is comprised of a total of fifteen (15) treatment rooms. The rooms are equipped with equipment and supplies necessary to perform patient exams. Designated rooms at the clinic are suited for pediatric visits, chiropractic visits, telemedicine and OB visits.

The Rural Health Clinic is comprised of a total of two (2) exam rooms and a dental suite with three (3) dental chairs. The rooms are equipped with equipment and supplies necessary to perform patient exams. Designated areas are assigned for dental exams and procedures.

It is the responsibility of the providers to determine if the patient is appropriate for treatment at the clinic or requires referral for higher level of care. The Family Health Center provides care to pediatric, adolescent, adult and geriatric patients. The Rural Health Clinic provides care to adult and geriatric patients. Children not needing immunizations may be seen at the RHC.

Primary care services are provided at the Clinics. Conditions managed include but are not limited to:

- Routine medical exams/well adult exams
- Routine pediatric exams/well child exams-FHC only
- Pulmonary disorders-not requiring tertiary care
- Cardiac disorders-not requiring tertiary care

- Neurological Disorders-not requiring tertiary care
- Renal disorders-not requiring tertiary care
- Infectious processes-not requiring tertiary care
- Endocrine and Metabolic disorders-not requiring tertiary care
- Oncological conditions-not requiring tertiary care
- Disorders of pediatric patients not requiring tertiary care
- Gynecological Disorders-not requiring tertiary care
- Low-risk obstetrics/prenatal monitoring
- Mental Health- not requiring tertiary care-FHC only
- Dental exams

Specialty services offered at the clinic:

- Tele-Behavioral Health
- Orthopedics
- Podiatry
- Chiropractic Care
- Acupuncture
- OB/GYN
- Chronic Pain Management
- Dental services

By routinely reviewing the most common diagnoses and referrals to specialty care, determination can be made regarding addition or expansion of services. The following are the most common diagnoses as determined by ICD-10 coding from patient charts. Reference Evident/CPSI Top 10 ICD-10 Diagnosis report.

THE TOP 10 DIAGNOSES SEEN AT THE CLINIC IN 2019:

- Back Pain
- Hypertension
- Well child exam
- Chronic pain syndrome
- Encounter for dental exam
- Major depression
- Upper respiratory infection
- Diabetes Mellitus
- Anxiety
- Bipolar disorder

Due to the challenges patients have with access to care and transportation, efforts are made to maintain services at the clinic for higher level of care/specialty care whenever possible. The referral process can often be lengthy depending on the requested specialty, patient insurance and patient transportation limitations. The following list demonstrates the most frequent referrals to specialty care outside the clinic.

THE MOST FREQUENT REFERRALS TO SPECIALTY CARE:

- Cardiology
- Gastrointestinal
- Dermatology
- Neurology
- ENT
- Ophthalmology
- Orthopedics-higher level
- Urology
- OB/Gynecology-higher level
- General Surgery

THE MOST FREQUENT REFERRALS FOR DIAGNOSTIC TESTING:

- MRI
- Sleep study
- Colonoscopy
- EMG
- Dexa Scan

MAIN REPORT

Financial

Payer Mix	Current year	Prior year
Medicare	14%	14%
Medi-Cal	76%	77%
Blue Cross	4%	4%
Commercial	2%	1%
Other – Private Pay	4%	4%

*Data Source: Evident Census Days Stay Report

Volume and Utilization of Services

1. Volume

Utilization of services was reviewed as outlined in the table below.

Volume	Total Visits	% of Total
Behavioral Health	2670	10%
New Pt 99202	299	1%
New Pt 99203	256	1%

New Pt 99204	44	<1%
New Pt 99205	1	<1%
Established Pt 99212	3471	14%
Established Pt 99213	7794	30%
Established Pt 99214	880	3%
Established Pt 99215	9	<1%
CPSP	392	2%
Dental	3876	15%
Well child	1072	4%
Adult well exam	108	<1%
Chiropractic	4079	16%
Acupuncture	332	1%
Nurse visit/Post-op/IZ only (no charge)	330	1%
Total patients seen:	25,613	100%

*Data Source: Evident Revenue by Charge Code by Issuing Dept. Report

Review of Services

Each service line/program affecting patient health and safety, including contract services, were evaluated based on activity, patient/client satisfaction if available and clinical outcomes.

1. Primary Care Services

The Rural Health Clinic (RHC) program is intended to increase access to primary care services for Medicaid and Medicare patients in rural communities. An RHC is required to use a team approach of physicians working with mid-level providers to provide services. A nurse practitioner, a physician assistant, or certified nurse-midwife must be available to furnish patient care services at least 50 percent of the time the clinic operates. RHCs are required to provide outpatient primary care services and basic laboratory services.

To be in compliance with the above federal guidelines, the Family Health Center ensures a mid-level provider is scheduled during operating hours Monday-Saturday. The Rural Health Clinic has a primary care mid-level provider available 30-40 hours/week. Currently, there are two full-time and seven part-time primary care providers to cover both clinics. The providers see patients of all ages and conditions. When indicated, patients who require higher level of care are referred to a physician or specialist at the clinic. If the service is not available or exceeds the capability of the clinic, patients are referred to specialists “off” the mountain. Referrals are tracked to ensure follow-up and continuity of care. Efforts have been made to recruit in the areas of high referral rates.

Access to care is an important aspect of the clinic. Appointments are made based on patient’s reason for visit and the estimated time needed to provide quality care to the patient. New patient appointments and procedures are typically given 40 minute appointments. Established patient appointments are generally 20 minutes. Productivity is monitored on a monthly basis

and feedback is provided to both provider and nursing staff.

Dr. Knapik is the Medical Director for both clinics. He meets regularly with clinic providers, nursing and front office staff to provide guidance and feedback. He is present two half days/week at the clinic to provide patient care and is available to staff when needed to assist with concerns/issues. He conducts on-going chart and peer review for clinic providers.

Provider recruitment is an on-going process. Recruitment is a combined effort of using local resources, recruiting agencies and advertisement.

2. Pediatrics

The clinic is a primary source of healthcare to children in the Big Bear Valley. Routine well child exam was one of the top reasons for visit in 2019. The well child exam evaluates the child's behavioral and physical development, assesses immunization status, and provides an opportunity to educate regarding health and community resources. The clinic staff collaborate with care navigator and Mom and Dad's project staff to perform autism screening, referrals to various parental and developmental programs and dental home screening/navigation. The Vaccines for Children is a crucial aspect of the pediatric program. On-going efforts were made in 2019, for all providers to assess and encourage immunizations at all pediatric visits.

3. OB/GYN

The clinic has two part-time providers who are dedicated to women's health. Routine/low risk OB patients are seen at the clinic through their pregnancy. The nursing staff assists patients with planning their delivery at a hospital of their choice. The OB/GYN staff work in collaboration with the Mom and Dad's Project on the Comprehensive Perinatal Services Program (CPSP). The CPSP program allows for eligible patients to receive, in addition to routine obstetric care, orientation, initial and follow-up assessments, individualized care plan development, case coordination as well as comprehensive nutrition, health education and psychosocial interventions and referrals from a multidisciplinary team.

4. Telehealth/Behavioral Health

Telehealth continues to be a successful program at the clinic. Behavioral health services are available 5 days per week. A Care Navigator (Social Worker) is available, on site, Mon-Fri to initiate mental health screens, follow up on positive PHQ9 and SBIRT screenings, help with Pain Management and MAT intakes as well as serve as an additional resource for patients. An onsite LCSW is also available for individual therapy. The clinic has expanded support groups to include Resilience, Grief, Depression and SMART Recovery.

5. Chiropractic/Acupuncture (Alternative Therapies)

Chiropractic and acupuncture services have been a helpful adjunctive therapy to patients in the Chronic Pain Program.

Review of Programs

6. PRIME Non-Malignant Chronic Pain Management:

The program consists of a multidisciplinary team that provides care management and coordination using evidence based guidelines for prescribing to meet the needs of the chronic pain population in our district. Dr. Knapik is an essential part of the program and serves as the physician champion. Patients are assisted through transition and adjust to treatment plans. The Care Navigator provides support and referrals to community resources when needed. Community partners and internal resources meet on a regular basis to discuss treatment guidelines, program successes and opportunities for improvement. This project has been a catalyst in creating continuity of care between providers, staff and patients. The FHC has implemented a monthly interdisciplinary care plan meeting to develop and discuss comprehensive treatment plans for non-malignant chronic pain management patients. This program has afforded the Family Health Center the opportunity to expand services to increase access to multi-modal alternative therapies such as chiropractic services, mental health services, acupuncture, support groups, laser therapy and orthopedics. This in turn has resulted in increased patient volumes.

Program status and benchmark reporting are discussed at clinic staff meetings and QI Committee. Mandatory reporting to DHCS is done at set intervals (mid-year and year end reporting). Successful submission and funding received for Demonstration Year (DY) 14 mid-year and year end reports.

7. Vaccines for Children (VFC):

The Vaccines for Children (VFC) program is a federally funded program that provides vaccines at no cost to children who might not otherwise be vaccinated because of inability to pay. CDC buys vaccines at a discount and distributes them to state health departments which in turn distribute them at no charge to those clinics registered as VFC providers. This program has been instrumental in the success of the pediatric program at the clinic. The clinic is considered a high-volume vaccine clinic, giving a total of 2,310 vaccines in 2019. The clinics participation in this program has yielded a cost savings of \$154,290 which otherwise would have been spent purchasing vaccines. The clinic has a successful VFC Compliance audit in June 2019.

8. Medication Assisted Treatment (MAT Grant) Program:

The Family Health Center received a \$50,000 grant to develop and implement a Medication Assisted Treatment program. A Medicated-Assisted Treatment (MAT) is the use of FDA-approved medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of substance use disorders. Dr. Horner has experience with addiction medicine and is the program champion. Key staff attended the California Society of Addiction Medicine (CSAM) conference in 2019. The goal is to develop a sustainable MAT program based on evidenced based practice that targets a whole-person care model with focus on improving quality of life. Serving as an access point for the community at large. Foster relationships inside and outside the Bear Valley Community to develop a network of resources to better serve the patients dealing with OUD/SUD. Retain patients previously dismissed from the practice and referred out of the area.

9. Comprehensive Perinatal Services Program (CPSP):

The FHC is working in collaboration with the Mom and Dad's Program on the CPSP Program to offer evaluations and education weekly. The Comprehensive Perinatal Services Program provides a wide range of culturally competent services to Medi-Cal pregnant women, from conception through 60 days postpartum. In addition to standard obstetric services, women receive enhanced services in the areas of nutrition, psychosocial and health education.

The San Bernardino County of Public Health Family Services section performed a Quality Assurance visit in 2019. The review allowed for a customized counseling and provided the opportunity to identify factors that may improve the delivery of CPSP services. Only minor recommendations were made at the time of the review and all of the recommendations have been addressed.

The Annual Evaluation is used to review the clinical services and programs offered at the Family Health Center and Rural Health Clinic. From this evaluation, opportunities may be identified to further improve the care and services the FHC/RHC provides to the community.

Goals for 2020 include but are not limited to:

- Increase access to care by recruiting/retaining primary care providers.
- Work with Riverside University Health System to prepare for Residents in 2020.
- Maintain clinic compliance with Rural Health Center regulations and coding/billing practices.
- Focus on customer service/patient satisfaction.
- Increase volumes in all service lines through the Strategic Marketing Plan.
- Promote patient safety
- Staff engagement
- Increase community outreach through education programs, participation in health fair and community events.

In summary, clinic leadership, core staff and the administrative team have worked to address key elements of the Community Needs Assessment which highlighted the need for improved access to healthcare, enhanced mental health and substance abuse services. In this effort, the Family Health Center and Rural Health Clinic have made progress in provider recruitment and retention which has not only improved access but added much needed specialty services to our patients.

In consideration of the Strategic Plan, Community Needs Assessment, Strategic Marketing Plan and cumulative patient feedback, the clinic will continue to grow to meet the needs of the community and strive to meet the goals set forth for 2020.

	Title	Summary
Case Management	Discharge of Homeless Patient	Annual review. Formatted.
Emergency Department	Code Sepsis	New policy.
FHC/RHC	Abnormal Test-Follow Up	Annual review. No changes.
FHC/RHC	Allergy Injections	Annual review. Revised to reflect current practice.
FHC/RHC	Anaphylactic Shock	Annual review. Minor changes to reflect current practice.
FHC/RHC	Annual Clinic Evaluation	Annual review. Revised to reflect updated CMS Final Rule regulations.
FHC/RHC	Arm Sling - Application of	Annual review. Minor change (added BVCHD to policy statement).
FHC/RHC	Cast Removal	Annual review. Minor changes. Added BVCHD to policy statement.
FHC/RHC	Cervical Collar - Application of	Annual review. Minor changes to reflect current practice.
FHC/RHC	Chronic Pain Management	Annual Review. Minor revisions to reflect current practice.
FHC/RHC	Clinic Infection Control	Annual review. Updated formatting. Revised to reflect current practice and CDC guidelines. Removed duplication of verbiage. Reviewed changes with Infection Preventionist.
FHC/RHC	Clinic Intake	Annual review. Expanded allergy documentation section to include
Laboratory	Cell Counts	Annual review. Revisions include formatting, calculations, QC, tolerance limits for duplicate counts, and clarification of Cytospin differentials.
Laboratory	Emergency Blood Release Protocol	Annual review. Revised verbiage to reflect current process. Formatted.
Laboratory	hCG Qualitative Cardinal Rapid Test	New policy.
Laboratory	i-STAT Testing	New policy.
Laboratory	Individual Quality Control Plan (IQCP) for i-STAT	New policy.
Medical Staff	Use of Scribes	Annual review. Formatted. Revised verbiage to reflect current process.
Pharmacy	Medication Stop Order	Annual review. Formatted. Revised to reflect 2019 SNF Survey
Pharmacy	SNF Orders Requiring Laboratory Tests at Specified Frequencies	Annual review. Formatted. Revised to reflect current process.
Quality Improvement	Quality Improvement Plan-Facility Wide	Annual review. No changes.
Respiratory Therapy	Continuous Mechanical Ventilation Hamilton C1 and Flight 60 Vent	Annual review. Formatted. Changed policy name from
Respiratory Therapy	Intubation, Assisting With (Adults)	New policy.
Surgery	Immediate Use Steam Sterilization (IUSS)	Annual review. Formatted.

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BOARD OF DIRECTORS
SPECIAL FINANCE COMMITTEE MEETING MINUTES
41870 Garstin Drive, Big Bear Lake, CA 92315
February 11, 2020**

MEMBERS Perri Melnick, Treasurer

Garth Hamblin, CFO

PRESENT: Steven Baker, 2nd Vice President
John Friel, CEO

Shelly Egerer, Exec. Asst.

STAFF: Mike Mursick

COMMUNITY

MEMBERS: None

ABSENT: None

OPEN SESSION

1. CALL TO ORDER:

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

2. ROLL CALL:

Perri Melnick and Steven Baker were present. Also present were John Friel, CEO, Garth Hamblin, CFO and Shelly Egerer, Executive Assistant.

3. ADOPTION OF AGENDA:

Board Member Melnick motioned to adopt the February 11, 2020 Finance Committee Meeting Agenda as presented. Second by Board Member Baker to adopt the February 11, 2020 Finance Committee Finance Committee Meeting Agenda as presented. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Melnick - yes
- Board Member Baker- yes

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION:

Board Member Melnick opened the Hearing Section for Public Comment on Closed Session items at 12:00 p.m. Hearing no request to address the Finance Committee, Board Member Melnick closed the Hearing Section at 12:00 p.m.

2. ADJOURN TO CLOSED SESSION:

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

- Board Member Melnick - yes
- Board Member Baker- yes

OPEN SESSION

1. CALL TO ORDER:

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

2. RESULTS OF CLOSED SESSION:

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

3. PUBLIC FORUM FOR OPEN SESSION:

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

4. DIRECTOR'S COMMENTS:

- None

5. APPROVAL OF MINUTES:

A. December 09, 2019

Board Member Melnick motioned to approve December 09, 2019 minutes as presented. Second by Board Member Baker to approve the December 09, 2019 minutes as presented. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Melnick - yes
- Board Member Baker- yes

6. OLD BUSINESS:

- None

7. NEW BUSINESS*

- None

8. PRESENTATION AND REVIEW OF FINACIAL STATEMENTS*

A. December 2019 Finances:

- Mr. Hamblin reported the following information:
 - Days cash on hand continue strong
 - 434 days cash on hand
 - Surplus of \$586,000
 - Dental visits increased in monthly budget
 - Continue weekly meetings with TruBridge

B. CFO Report:

- Mr. Hamblin reported the following information:
 - Budget Preparation Plan:
 - Budget calendar has been provided to the committee
 - Seven months of data is used to build the budget per department
 - Meetings are scheduled with managers
 - April we begin to look at capital expenditures
 - Draft budget will be brought to Finance Committee in May

- District Credit Card Limit:
 - 1999 board established \$5,000 credit limit, with current expenses we are considering to raise limit to \$10,000.
 - District only has one credit card and is in Administration
- The Finance Committee further discussed the credit card limit and feels that a \$15,000 credit limit is more appropriate by Resolution to the full Board of Directors.
 - Purchasing Coordinator & QHR completed training and will continue to make improvements in the department
 - CMS Proposed Rule
 - Medicaid fiscal accountability regulation
- Board Member Melnick would like the CMS citation emailed to her, please.
 - Pricing Transparency Issue - Update:
 - Publish prices on Jan. 2020 moved to Jan. 2021
 - Payers are reasonable to post what we pay them
 - Publish 300 shoppable services
- Mr. Friel informed the committee that the Mom & Dad Project received a grant to expand dental services through a dental van and provide exam at schools. First 5 contacted us and granted \$110,000 to purchase a van and implement services. The district purchased the van for \$60,000; the van was previously owned by a dentist which has state of the art equipment, low miles, and 37 feet. The van will be utilized to see our local students at the school sites, and this is a reimbursable service. Funds will go through the Foundation due to 501C3.

Board Member Baker motioned to approve the December 2019 Finance Report and CFO Report as presented. Second by Board Member Melnick to approve the December 2019 Finance Report and CFO Report as presented. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Melnick - yes
- Board Member Baker- yes

9. ADJOURNMENT*

Board Member Melnick motioned to adjourn the meeting at 1:00 p.m. Second by Board Member Baker to adjourn the meeting. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Melnick - yes
- Board Member Baker- yes



Contract Cover Sheet

Contract Name: Bhanti Chawla Konob, MD
Purpose of Contract: Clinic service agreement
Contract # / Effective Date / Term/ Cost: 3/12/20 - 12/31/21
Originating Dept. Name / Number: _____

Department Manager Signature: _____ Date: _____

BAA: ☒ Yes ☐ No

W-9: ☒ Yes ☐ No

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>via email</u>	Date: <u>11/26/19 - 12-11-19</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norrey</u>	Date: <u>10/23/2019 FMV?</u>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>26 Feb 2020</u>
<u>Chief Executive Officer</u>	Signature: <u>[Signature]</u>	Date: <u>2-20-20</u>
<u>Board of Directors</u> When Applicable	Signature: _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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Updated 07/2019



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PHYSICIAN AGREEMENT FOR SERVICES AT THE RURAL HEALTH CLINICS
WITH
BHANI KAUR CHAWLA-KONDAL, M.D.
dba
BK SURGICAL**

THIS PHYSICIAN AGREEMENT ("Agreement") is made and entered into as of the 1ST day of January 2020 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Bhani Kaur Chawla-Kondal M.D. dba BK Surgical ("Physician").

RECITALS

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

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

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

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

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

1. Physician shall provide professional medical services at the Clinics, practicing a minimum of four (4) hours per assigned shift as determined by the Hospital and Physician and/or as needed.
2. Physician shall maintain medical records for all patients consistent with standard industry practices and shall provide such other record keeping and administrative services as may be reasonably requested by Hospital. All medical records remain the property of the Hospital.
3. Physician shall cooperate with any quality management and utilization management programs instituted by Hospital.

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

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

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

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

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

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

SECTION II. REPRESENTATIONS AND WARRANTIES

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

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

society which involves any allegation of substandard care or professional misconduct raised against Physician; and (2) any allegation of substandard care or professional misconduct raised against Physician by any person, organization governmental agency, health care facility, peer review organization or professional society;

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

SECTION III. INDEMNIFICATION OF LIABILITY.

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

SECTION IV. INDEPENDENT CONTRACTOR.

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

SECTION V. COMPENSATION AND TRAVEL REIMBURSEMENT.

At the end of each month, Physician shall submit to Hospital Administration a completed time sheet of time spent in the Clinic seeing patients. Upon receipt of the completed and signed provider time sheet for services rendered under this Agreement, Hospital shall pay Physician, as sole compensation hereunder, as follows:

- Half day rate: when Physician spends no less than 3 hours and up to 6 hours seeing patients in clinic, Physician will be paid a half day rate of \$600.00;
- Full day rate: when physician spends over 6 hours seeing patients in clinic, Physician will receive \$1,200.00 for services rendered.

All patient billings for Physician services remain the property of Hospital. Physician shall not bill for any services separately. Monthly payments to Physician shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.

Physician shall also be reimbursed for round trip mileage at the standard mileage rate set by the IRS for Physician's travel to/from the Clinic and from/to Physician's address noted below in Section VII. On a monthly basis, Physician shall submit documentation establishing each date of travel and the number of miles travelled that date as a condition to receiving reimbursement under this section. Physician will not be reimbursed for mileage under this section unless Physician incurred the mileage to carry out the performance of Physician's obligations under this Agreement.

Physician shall also be entitled to reimbursement for lodging if needed in inclement weather to carry out the performance of Physician's obligations under this Agreement. Reimbursement for lodging shall not exceed \$150.00 per night and shall not exceed \$300.00 per month. On a monthly basis, Physician shall submit documentation establishing any lodging costs incurred, including but not limited to receipts as a condition to receiving reimbursement under this section.

SECTION VI. COMPLIANCE.

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

At a minimum, Physician is expected to:

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

- B. Failure to follow the standards of Hospital's Compliance Programs (including the duty to report misconduct) may be considered to be a violation of the Physician's arrangement with the Hospital and may be grounds for action by Hospital, including termination of the relationship.

SECTION VII. TERM.

This Agreement is effective from March 12, 2020 to December 31, 2021; however, this Agreement is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

- A. Hospital may terminate this Agreement with or without cause or immediately 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, or any other healthcare facility, are in any way suspended, revoked or otherwise restricted;
3. Medicare and/or Medi-Cal significantly changes the RHC program;
4. Hospital fails to maintain RHC status;
5. Physician Services Agreement is terminated or expires;
6. Physician's failure to comply with the standards of the Hospital's Compliance Program to the extent that such failure results in material fine and or sanction from Medicare or Medi-Cal Program;
7. Physician breaches any material term of this Agreement;
8. Physician fails to complete medical records in a timely fashion;
9. Physician fails to maintain the minimum professional liability insurance coverage;
10. Physician inefficiently manages patients and such inefficient management has not been cured after 10 days' written notice from the Hospital;
11. Physician's inability to work with and relate to others, including, but not limited to patients and ancillary staff, in a respectful, cooperative and professional manner and such inability has not been cured after 10 days' written notice from the Hospital;
12. Physician is unable to provide medical services under the terms of this Agreement due to a physical or mental disability;
13. Physician becomes impaired by the use of alcohol or the abuse of drugs;
14. Physician is convicted of any criminal offense, regardless of whether such action arose out of Physician's provision of professional services;
15. Physician commits any act of fraud, as determined by reasonable discretion of the Board, whether related to the Physician's provision of professional services or otherwise; or
16. A mutual written agreement terminating this Agreement is entered into between the Hospital and Physician.

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

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

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

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

SECTION IX. CONFIDENTIALITY.

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

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

SECTION X. INSURANCE.

PROFESSIONAL LIABILITY. Hospital shall maintain at Hospital's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Physician as the named insured, and such policy shall cover any acts of Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000.00) per claim/Three Million Dollars (\$3,000,000.00) annual aggregate for "claims made" insurance coverage. Hospital further shall maintain "continuous coverage," as defined by this Section for the entire relevant term. The relevant term shall commence with the date of this Agreement and shall continue through the term of this Agreement, as well as any extensions or renewals thereof, and for a period thereafter of no less than three (3) years. In order to maintain continuous coverage for the entire relevant term Hospital shall, if it changes insurers for any reason, take the necessary actions required in order to provide continuous coverage by either obtaining "tail" insurance from the preceding carriers, or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this Section, the "tail" insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the last contract between the parties for a period of three (3) years. In order to satisfy the requirements of this Section for "nose" insurance, the retroactive effective date for such insurance must be at least the first date of the relevant term noted above. Hospital shall provide proof of current insurance and, in the event of modification, termination, expiration, non-renewal or cancellation of any of the aforesaid policies of insurance, Hospital shall give Physician written notice thereof within thirty (30) business days of Hospital's receipt of such notification from any of its insurers. Hospital estimates that the insurance that will be procured hereunder will be approximately \$5,000.00 per policy period.

SECTION XI. ASSIGNMENT.

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

SECTION XII. NOTICES.

The notice required by this Agreement shall be effective if mailed, one (1) business day after the day on which the notice was sent via overnight mail, addressed as follows:

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

Physician: Bhani Chawla-Kondal M.D. dba BK Surgical
5400 Kodiak Mountain Dr.
Yorba Linda, CA 92887

SECTION XIII. PRE EXISTING AGREEMENT.

With an exception for Physician's Hospital Agreement, this Agreement replaces and supersedes any and all prior arrangements or understandings by and between Hospital and Physician with regard to the subject matter hereof.

SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.

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

SECTION XV. ENTIRE AGREEMENT.

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

SECTION XVI. SEVERABILITY.

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

SECTION XVII. GOVERNING LAW.

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

SECTION XVIII. REFERRALS.

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

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XX. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

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

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

Dated: _____ **By:** _____
Bhani Chawla-Kondal M.D.
5400 Kodiak Mountain Dr.
Yorba Linda, CA 92887



Contract Cover Sheet

Contract Name: Bhoni Chawla Kundra

Purpose of Contract: Surgical Services

Contract # / Effective Date / Term/ Cost: 3/12/2020 - 12/31/21

Originating Dept. Name / Number: _____

Department Manager Signature: _____ Date: _____

BAA: ☒ Yes ☐ No

W-9: ☒ Yes ☐ No

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>via email</u>	Date: <u>11/26/19-12-11-19</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>10/22/2019 Malprac Ins.</u>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>26 Feb 2020</u>
<u>Chief Executive Officer</u>	Signature: <u>[Signature]</u>	Date: <u>2-20-20</u>
<u>Board of Directors</u> When Applicable	Signature: _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PHYSICIAN AGREEMENT FOR SERVICES AT BEAR VALLEY COMMUNITY HOSPITAL
WITH
BHANI KAUR CHAWLA-KONDAL, M.D.
dba
BK Surgical**

THIS PHYSICIAN AGREEMENT ("Agreement") is made and entered into as of the 1st day of January, 2020 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Bhani Kaur Chawla-Kondal M.D., dba BK Surgical ("Physician").

RECITALS

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

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

WHEREAS, the District desires Physician to provide surgical services; and Physician is willing and so desires to contract with the District to furnish said services to the District and its patients.

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

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

1. Physician shall provide surgical services at the Hospital to patients pursuant to and in accordance with the medical staff privileges granted to Physician. Physician shall provide medical care to patients at the Hospital consistent with Federal and State regulations. Care and treatment rendered by Physician must be compliant with the prevailing standard of care for surgeons in California. This Agreement is subject to and conditional upon Physician obtaining medical staff surgical privileges at the Hospital.
2. Physician shall maintain medical records for all patients consistent with standard industry practices and shall provide such other record keeping and administrative services as may be reasonably requested by Hospital. All medical records remain the property of the Hospital.
3. Physician shall cooperate with any quality management and utilization management programs instituted by Hospital.

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

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

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

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

D. ETHICS. In performing services under this Agreement, Physician shall use his/her best and most diligent efforts and professional skills; perform professional supervisory services; render care to patients in accordance with and in a manner consistent with the high standards of medicine; conduct himself/herself in a manner consistent with the principles of medical ethics promulgated by the American Medical Association; and comply with the Hospital's rules and regulations.

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

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

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

1. Physician's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
2. Physician becomes the subject of any suit, action or other legal proceeding arising out of Physician's professional services;
3. Physician is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

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

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

SECTION II. REPRESENTATIONS AND WARRANTIES

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

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

misconduct raised against Physician by any person, organization, governmental agency, health care facility, peer review organization or professional society.

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

SECTION III. INDEMNIFICATION OF LIABILITY.

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

SECTION IV. INDEPENDENT CONTRACTOR.

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

SECTION V. BILLING AND COLLECTION.

Hospital shall have the authority to determine the charges to be established for Services rendered by Physician. It is agreed that the Hospital or an agent on behalf of Hospital, solely, shall bill patients and/or third-party payors and receive any fees or charges for the Services of Physician(s) furnished to patients at the Hospital's facilities. Hospital shall be responsible for the accuracy of all bills submitted. Hospital shall also be responsible for completing and filing all forms necessary to facilitate such collections from Medicare, Medicaid, and other third-party payors. Physician shall

not bill or seek payment from any patient or third-party payor for any Services rendered by any Physician under this Agreement.

Physician hereby assigns and grants to Hospital and Hospital's agents, as necessary, the right to bill and collect for all Services rendered by the Physician pursuant to this Agreement, and all accounts receivable and the proceeds thereof arising out of such Services.

Physician agrees to cooperate in all matters necessary to obtain timely payment, including but not limited to timely completion of all medical records. Physician shall provide Hospital personnel with adequate information in a timely manner to allow the Hospital to bill for all services provided by Physician. Physician shall sign all forms and substantiation required for submission of bills to third party payors.

SECTION VI. COMPENSATION

Physician agrees to accept, as payment in full for all services rendered hereunder, the fees for the Physician's professional services collected by Hospital on Physician's behalf pursuant to Section V. Monthly payments to Physician shall be made on or before the 10th (tenth) day of the month, following the month in which payment for the services was received by the Hospital.

SECTION VII. COMPLIANCE.

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

At a minimum, Physician is expected to:

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

- B. Failure to follow the standards of Hospital's Compliance Programs (including the duty to report misconduct) may be considered to be a violation of the Physician's arrangement with the Hospital and may be grounds for action by Hospital, including termination of the relationship.

SECTION VIII. TERM.

This Agreement is effective from March 12, 2020 to December 31, 2021; however this Agreement is subject to early termination as provided in Section. VIII. below

SECTION IX. EARLY TERMINATION.

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

3. Medicare and/or Medi-Cal significantly changes the RHC program;
4. Hospital fails to maintain RHC status;
5. Physician Services Agreement is terminated or expires;
6. Physician's failure to comply with the standards of the Hospital's Compliance Program, to the extent that such failure results in material fine and or sanction from Medicare or Medi-Cal Program;
7. Physician fails to complete medical records in a timely fashion;
8. Physician fails to maintain the minimum professional liability insurance coverage;
9. Physician inefficiently manages patients and such inefficient management has not been cured after 10 days' written notice from the Hospital;
10. Physician's inability to work with and relate to others, including, but not limited to patients and ancillary staff, in a respectful, cooperative and professional manner and such inability has not been cured after 10 days' written notice from the Hospital;
11. Physician is unable to provide medical services under the terms of this Agreement due to a physical or mental disability;
12. Physician becomes impaired by the use of alcohol or the abuse of drugs;
13. Physician is convicted of any criminal offense, regardless of whether such action arose out of Physician's provision of professional services;
14. Physician commits any act of fraud as determined by reasonable discretion of the Board whether related to the Physician's provision of professional services or otherwise; or
15. A mutual written agreement terminating this Agreement is entered into between the Hospital and Physician.

B. Either party may terminate this Agreement for material breach; provided that the non-defaulting party shall give written notice of the claimed default, and the other party shall have 10 days to cure such performance, failing which, this Agreement may thereafter be immediately terminated by the non-defaulting party.

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

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

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

SECTION X. CONFIDENTIALITY.

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

Associate Agreement drafted pursuant to HIPAA as set forth in Public Law 104-191, as codified at 42 U.S.C. 1301 et. seq.

SECTION XI. INSURANCE.

PROFESSIONAL LIABILITY. Hospital shall maintain at Hospital's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Physician as the named insured, and such policy shall cover any acts of Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000.00) per claim/Three Million Dollars (\$3,000,000.00) annual aggregate for "claims made" insurance coverage. Hospital further shall maintain "continuous coverage," as defined by this Section for the entire relevant term. The relevant term shall commence with the date of this Agreement and shall continue through the term of this Agreement, as well as any extensions or renewals thereof, and for a period thereafter of no less than three (3) years. In order to maintain continuous coverage for the entire relevant term Hospital shall, if it changes insurers for any reason, take the necessary actions required in order to provide continuous coverage by either obtaining "tail" insurance from the preceding carriers, or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this Section, the "tail" insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the last contract between the parties for a period of three (3) years. In order to satisfy the requirements of this Section for "nose" insurance, the retroactive effective date for such insurance must be at least the first date of the relevant term noted above. Hospital shall provide proof of current insurance and, in the event of modification, termination, expiration, non-renewal or cancellation of any of the aforesaid policies of insurance, Hospital shall give Physician written notice thereof within thirty (30) business days of Hospital's receipt of such notification from any of its insurers. Hospital estimates that the insurance that will be procured hereunder will be approximately \$5,000.00 per policy period.

SECTION XII. ASSIGNMENT.

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

SECTION XIII. NOTICES.

The notice required by this Agreement shall be effective if mailed, one (1) business day after the day on which the notice was sent via overnight mail, addressed as follows:

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

Physician: Bhani Chawla-Kondal M.D.
5400 Kodiak Mountain Dr.
Yorba Linda, CA 92887

SECTION XIV. PRE EXISTING AGREEMENT.

With an exception for Physician's Clinic 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 XV. 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 XVI. ENTIRE AGREEMENT.

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

SECTION XVII. SEVERABILITY.

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

SECTION XVIII. GOVERNING LAW.

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

SECTION XIX. REFERRALS.

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

SECTION XX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XXI. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

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

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

Dated: _____ **By:** _____
Bhani Kaur Chawla-Kondal M.D.
5400 Kodiak Mountain Dr.
Yorba Linda, CA 92887



Contract Cover Sheet

Contract Name: Michael Chun, MD
Purpose of Contract: CLINIC SERVICE agreement
Contract # / Effective Date / Term/ Cost: 3.13.20 to 3/12/2020
Originating Dept. Name / Number: _____

Department Manager Signature: _____ Date: _____
BAA: ☒ Yes ☐ No W-9: ☒ Yes ☐ No

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>na email</u>	Date: <u>2/28/20</u> FMV?
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>2/28/20</u>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>28 FEB 2020</u>
<u>Chief Executive Officer</u>	Signature: _____	Date: _____
<u>Board of Directors</u> When Applicable	Signature _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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

Updated 07/2019



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PHYSICIAN AGREEMENT FOR SERVICES AT THE RURAL HEALTH CLINICS
WITH**

THIS PHYSICIAN AGREEMENT ("Agreement") is made and entered into as of the 13th day of March 2020 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Michael Chin, M.D. ("Physician").

RECITALS

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

WHEREAS, Physician is licensed by the Medical Board of California to practice medicine, is certified by the American Board of Surgery and is qualified to perform physician services for the Hospital's Clinic patients.

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

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

- A. SERVICES. During the term of this Agreement, Physician agrees to the following:
1. Physician shall provide professional physician services at the Clinic on an as needed basis as agreed upon by Hospital and Physician.
 2. Physician shall maintain medical records for all patients consistent with standard industry practices and shall provide such other record keeping and administrative services as may be reasonably requested by Hospital. All medical records remain the property of the Hospital.
 3. Physician shall cooperate with any quality management and utilization management programs instituted by Hospital.
- B. ACCESS TO BOOKS AND RECORDS. If the value or cost of Services rendered to Hospital pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a twelve- month period, Physician agrees as follows:

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

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

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

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

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

SECTION II. REPRESENTATIONS AND WARRANTIES

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

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

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

SECTION III. INDEMNIFICATION OF LIABILITY.

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

SECTION IV. INDEPENDENT CONTRACTOR.

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

SECTION V. COMPENSATION.

At the end of each month, Physician shall submit to the administration a completed time sheet of time spent in the Family Health Clinic seeing patients. Upon receipt of completed and signed provider time sheet for services rendered under this Agreement, Hospital shall pay Physician, as for sole compensation hereunder, on a fee per visit basis at \$65.00 (Sixty-Five Dollars) per visit. A billable visit is a face to face encounter where services are rendered at a level that justifies a clinic charge of 99201 or higher for a new patient, or 99212 or higher for an established patient, or 99381 or higher for a preventative medicine visit. "No charge/courtesy" visits are not eligible for provider payment. Hospital will provide Physician a list of patients seen per Hospital records that supports the payment made to Physician. All patient billings for Physician services remain

the property of Hospital. Monthly payments to Physician shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.

SECTION VI. COMPLIANCE.

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

At a minimum, Physician is expected to:

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

- B. Failure to follow the standards of Hospital's Compliance Programs (including the duty to report misconduct) may be considered to be a violation of the Physician's arrangement with the Hospital and may be grounds for action by Hospital, including termination of the relationship.

SECTION VII. TERM.

This Agreement is effective from March 13, 2020 to March 12, 2022; however, this Agreement is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

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

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

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

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

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

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

SECTION IX. CONFIDENTIALITY.

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

SECTION X. INSURANCE.

PROFESSIONAL LIABILITY. Physician shall procure and maintain a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Physician as the named insured, and such policy shall cover any acts of Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000) per claim/Three Million Dollars (\$3,000,000) annual aggregate for "claims made" insurance coverage. Physician further shall maintain "continuous coverage," as defined by this Section for the entire relevant term. The relevant term shall commence with the date of this Agreement and shall continue through the term of this Agreement, as well as any extensions or renewals hereof, and for a period thereafter of no less than three (3) years. In order to maintain continuous coverage for the entire relevant term Physician shall, if it changes insurers for any reason, take the necessary actions required in order to

provide continuous coverage by either obtaining "tail" insurance from the preceding carriers, or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this Section, the "tail" insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the last contract between the parties for a period of three (3) years. In order to satisfy the requirements of this Section for "nose" insurance, the retroactive effective date for such insurance must be at least the first date of the relevant term noted above. Physician shall provide proof of current insurance and, in the event of modification, termination, expiration, non-renewal or cancellation of any of the aforesaid policies of insurance, Physician shall give Hospital written notice thereof within thirty (30) business days of Physician's receipt of such notification from any of its insurers. In the event Physician fails to procure, maintain or pay for said insurance as required in this section, Hospital shall have the right, but not the obligation to obtain such insurance. In that event, Physician shall reimburse Hospital for the cost thereof, and failure to repay the same upon demand by Hospital shall constitute a material breach hereunder.

SECTION XI. ASSIGNMENT.

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

SECTION XII. NOTICES.

The notice required by this Agreement shall be effective if mailed, one (1) business day after the day on which the notice was sent via overnight mail, addressed as follows:

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

Physician: Michael S. Chin, MD
2575 Stewart St.
Riverside, CA 92503

SECTION XIII. PRE EXISTING AGREEMENT.

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

SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.

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

SECTION XV. ENTIRE AGREEMENT.

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

SECTION XVI. SEVERABILITY.

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

SECTION XVII. GOVERNING LAW.

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

SECTION XVIII. REFERRALS.

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

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XX. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

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

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

Dated: _____ By: _____
Michael Chin, MD
2575 Stewart St.
Riverside, CA 92503



**FIRST EXTENSION RE:
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PHYSICIAN AGREEMENT FOR OB-GYN SERVICES AT THE RURAL HEALTH CLINICS
WITH
PAULA NORNES-LEBBY, M.D.**

THIS FIRST EXTENSION RE: PHYSICIAN AGREEMENT FOR OB-GYN SERVICES AT THE RURAL HEALTH CLINICS ("First Extension" hereafter) is made and entered into as of the 1st day of April, 2020 by and between Bear Valley Community Healthcare District (a public entity), ("District" hereafter) and Paula Nornes-Lebby, M.D. ("Physician").

Whereas the PHYSICIAN AGREEMENT FOR OB-GYN SERVICES AT THE RURAL HEALTH CLINICS ("Original Agreement" hereafter), was entered into by the District and Physician and effective on April 1, 2018, and expires by its terms on March 31, 2020;

Whereas, the parties wish to continue to operate under the Original Agreement after its current expiration of March 31, 2020;

Wherefore, the parties hereby enter into this First Extension to memorialize that the Original Agreement will be held over/extended up to six months (up to September 30, 2020), unless a new agreement is entered into before that time or the Original Agreement is terminated per Section IX. Additionally, this First Extension can be terminated upon thirty (30) days advance written notice by either party, thereby also terminating the Original Agreement; and

Wherefore, the parties understand and acknowledge that all terms stated in the Original Agreement continue to remain in full force and effect. If there is a conflict between any provision in the Original Agreement and this First Extension, the terms of this First Extension shall prevail. A copy of the Original Agreement is attached hereto as Exhibit A.

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

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

Dated: _____ **By:** _____
Paula Nornes-Lebby, M.D.
PO Box 6926
Big Bear Lake, CA. 92315



Recommendation for Action

Date: 28 February 2020
To: Board of Directors
From: Garth M Hamblin, CFO
Re: Resolution regarding credit card limit

Recommended Action

Approve Board resolution increasing the limit on the BVCHD credit card.

Background

In 1999 the BVCHD Board of Directors passed a resolution authorizing a "company" credit card. The limit set at that time was \$5,000. There are times when we need to make payments or purchases of large amounts or when a number of purchases combine to come near the current limit. On such occasions purchases need to be delayed until payment on the card is made. We find a need to raise the limit.

RESOLUTION NO. 20-460

**RESOLUTION OF BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BOARD OF DIRECTORS
RELATING TO "COMPANY" CREDIT CARD**

WHERE AS , in 1999 the Board of Directors of Bear Valley community Healthcare District authorized obtaining a "Company" credit card through First Mountain Bank, and that this "Company" credit card was in the name of Bear Valley Community Healthcare District, authorization in the names of Chief Executive Officer, Executive Assistant, and Board Recording Secretary, and that the credit limit was maximum of \$5,000.

BE IT RESOLVED, that the credit limit will be increased to a maximum of \$15,000.

Peter Boss, President
BVCHD Board of Directors

Date

Donna Nicely, Secretary
BVCHD Board of Directors

Date

VOTE:

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____



SUMMARY RESULTS

Bear Valley Community Healthcare District 2020 Governance Self-Assessment

Provided as a Member Service By



ACHD
ASSOCIATION OF CALIFORNIA
HEALTHCARE DISTRICTS

SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Self-Assessment Overview

In December 2019 - February 2020 the Bear Valley Community Healthcare District Board of Directors assessed the board's overall leadership performance. The board also identified issues and priorities for the future.

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

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

Board members rated 167 total criteria in these ten areas.

How the Self-Assessment Was Conducted

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

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

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

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

Rating Methodology

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

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

Reviewing This Report

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

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

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

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

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

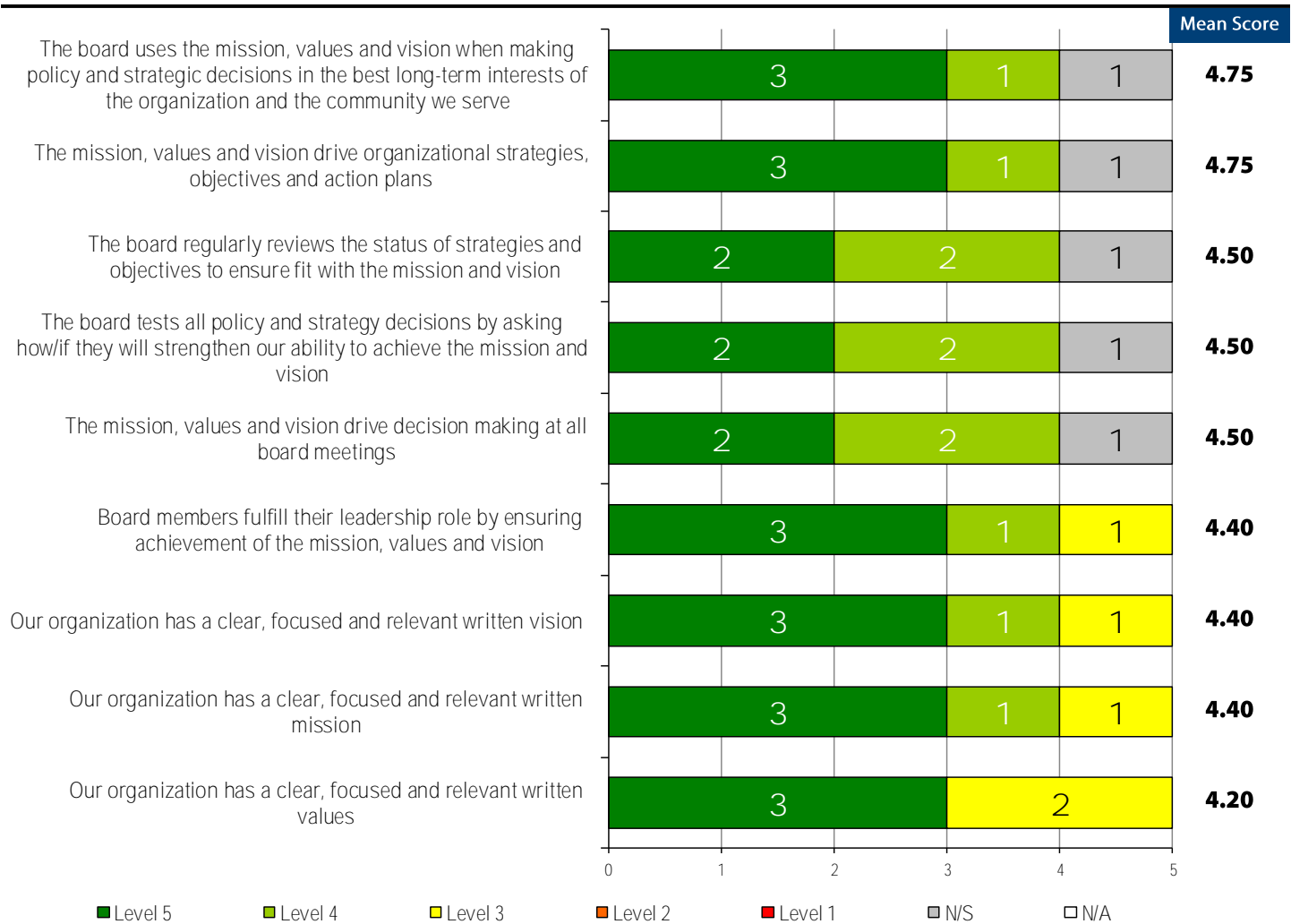
SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Mission, Values and Vision

Mission, Values and Vision

(sorted by highest to lowest mean score)



Suggestions for Governance Improvement

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

- Listening to and understanding the medical needs of the community. Providing excellent medical care in the community and surrounding areas. Educating the public in personal needs and family support.
- While I scored strong agreement with all of these issues, I often wonder how often the objectives come to mind. Perhaps we might try having the mission, vision and values read aloud at the beginning of our meetings to refresh our memories and keep them in sight during deliberations.

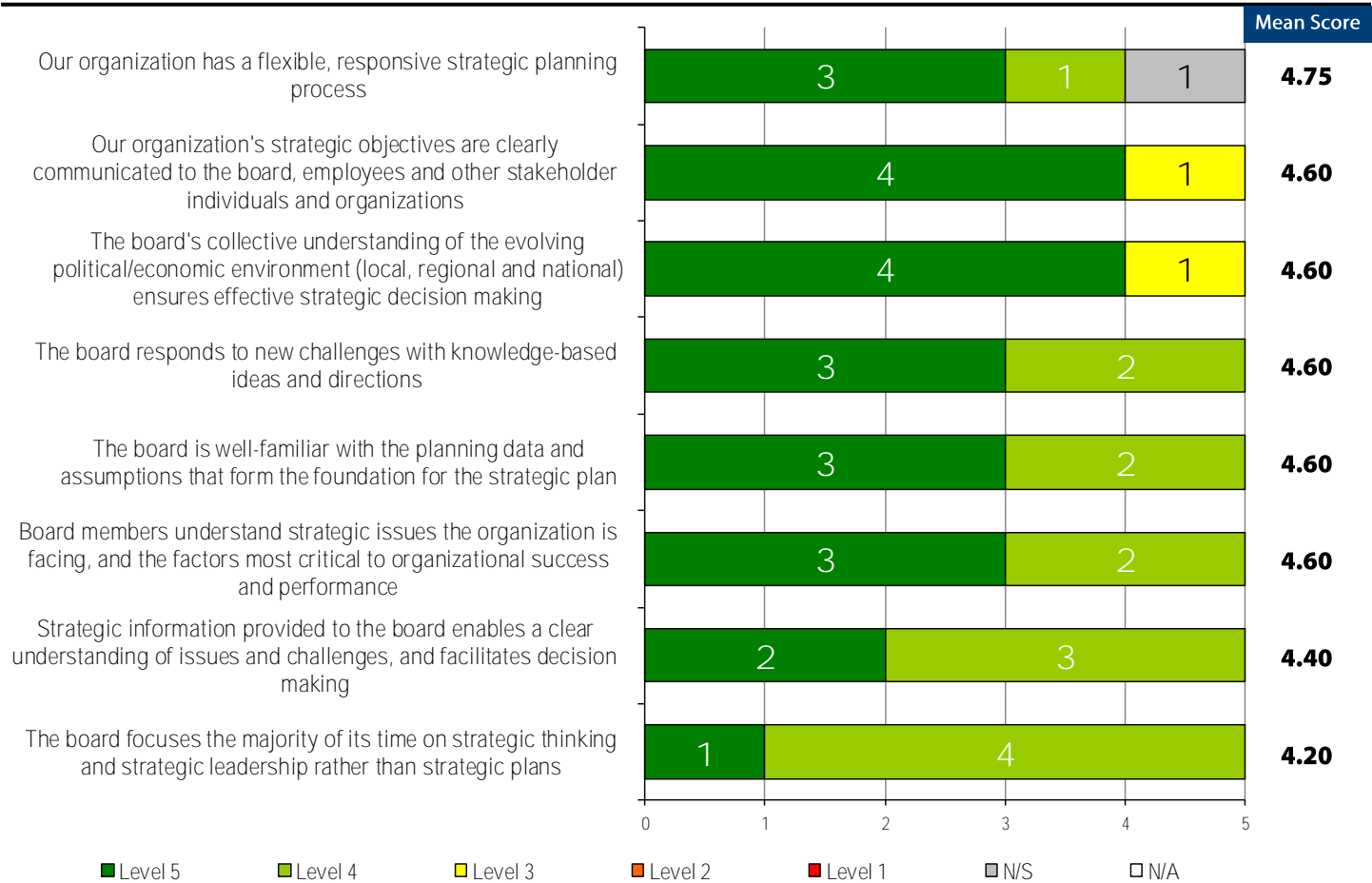
SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Strategic Direction

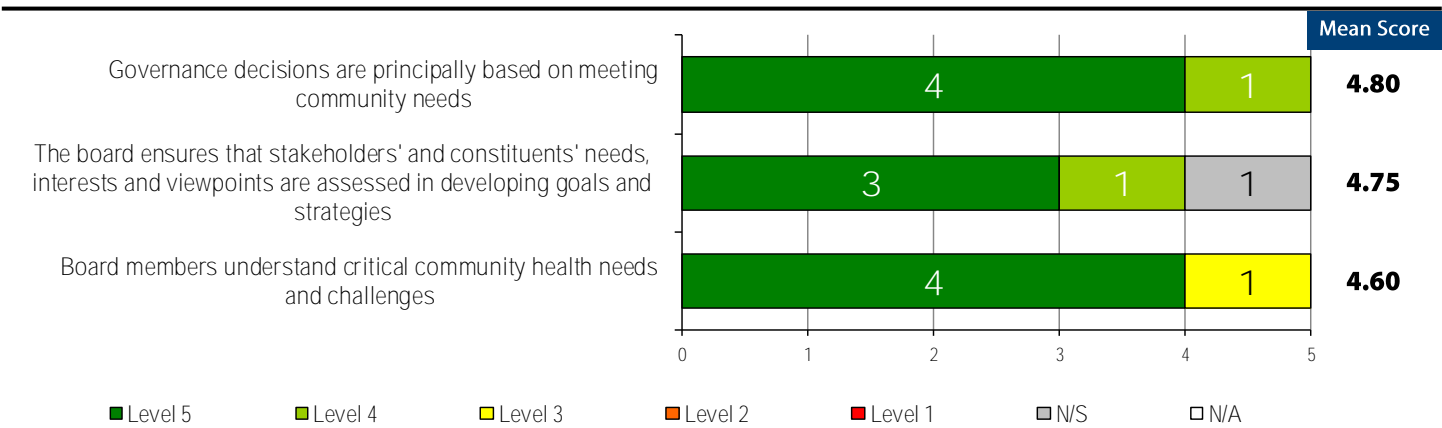
The Strategic Planning Process

(sorted by highest to lowest mean score)



Community and Stakeholder Perspectives

(sorted by highest to lowest mean score)

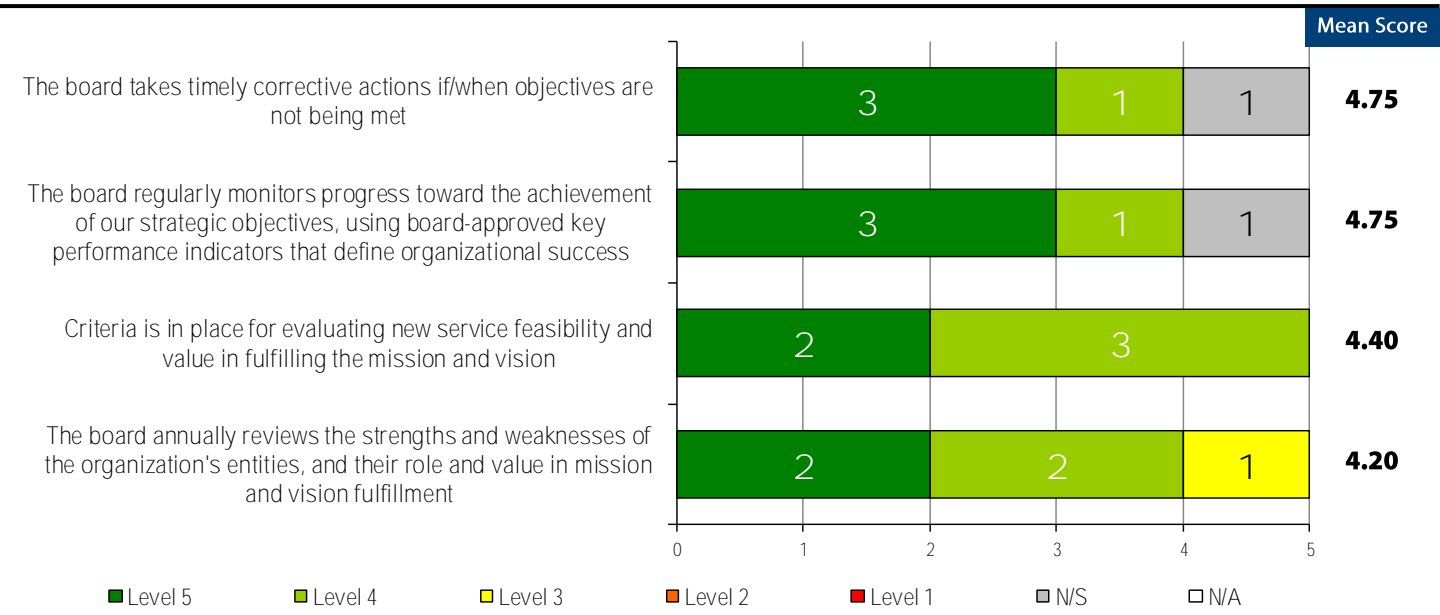


SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Monitoring Progress

(sorted by highest to lowest mean score)



Suggestions for Governance Improvement

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

- Again, my selections mostly indicate my agreement with the statement. I would add that in all cases, the more information we have, the more comfortable we can be with decisions. This might be a personal thought for me alone as I have not been appointed to attend committee meetings that have the potential to share information for certain decision making. I then defer to additional information presented by other board members who have additional information. I am always impressed and pleased with the thought that is evident in the Strategic Plan presented by QHR. As for our participation with strategic thinking, I believe that the cohesive board that we now have does in fact perform strategic thinking that leads to strategic plans. Because my hospital experience included public education and screening events, I continue to express a desire to consider a trial of a public education event that would go beyond our participation in a Health Fair, which is important, but not the concentrated effort to educate (i.e., breast self-exam classes and education on colorectal cancer with distribution of Hemoccult test packets). (Some physicians distribute these nowadays from their offices). I believe our smoking cessation program was successful, and I believe other programs could be as well.
- More community outreach.

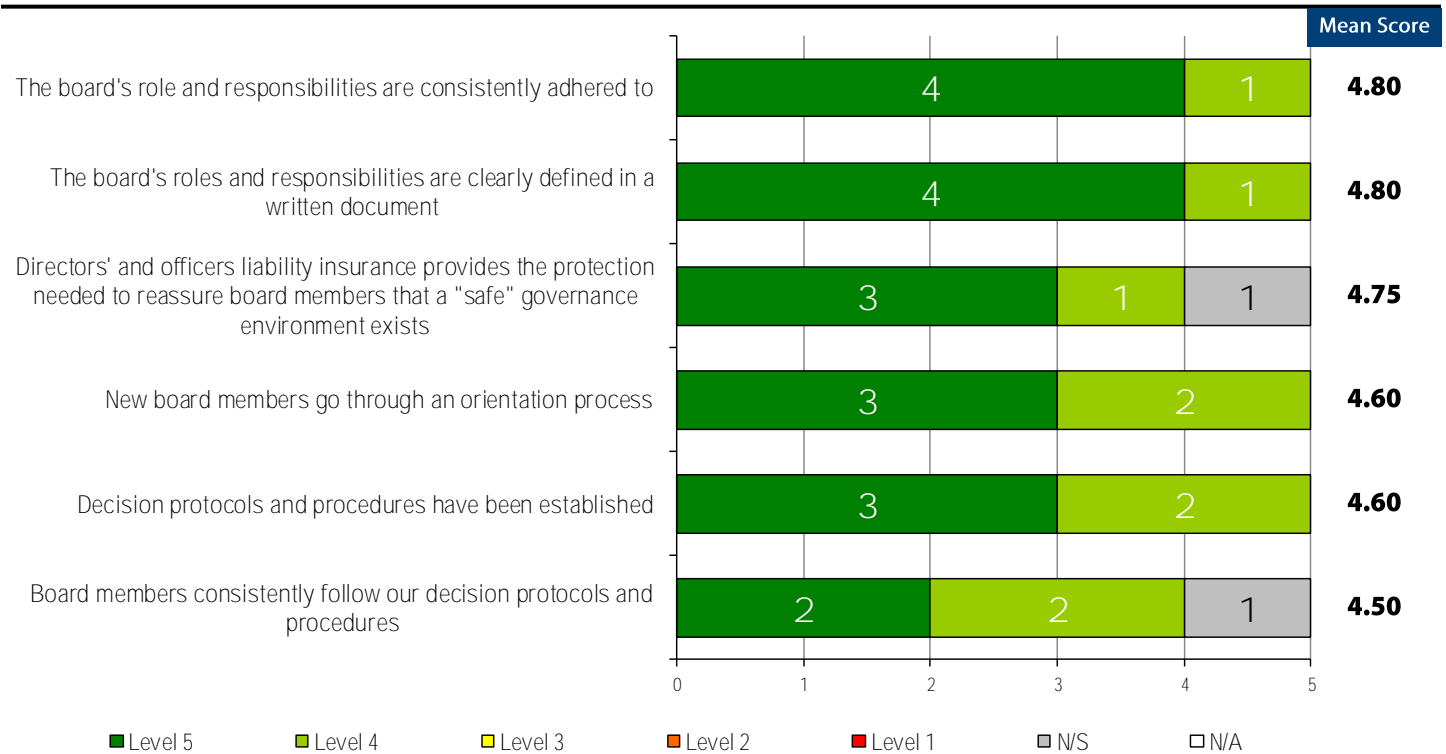
SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Leadership Structure and Processes

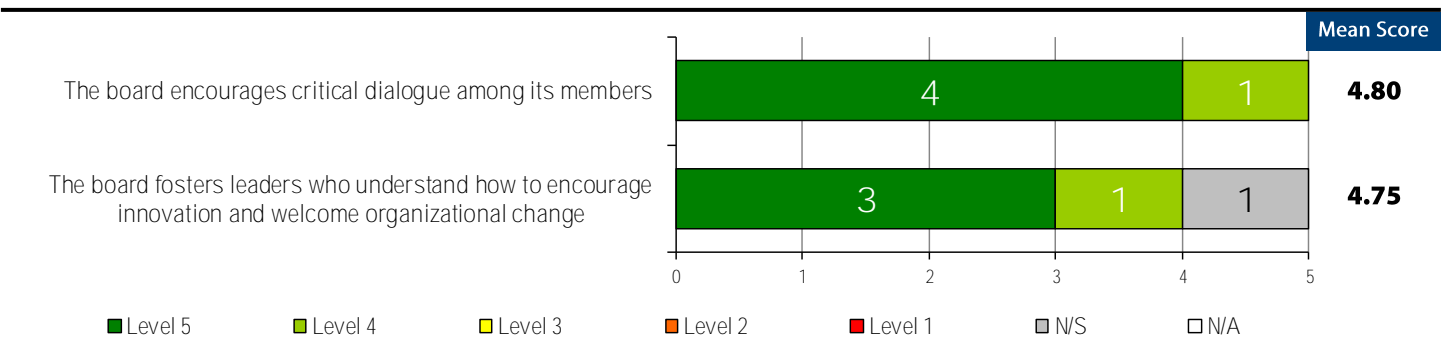
Board Roles and Responsibilities

(sorted by highest to lowest mean score)



Board Structure and Composition

(sorted by highest to lowest mean score)

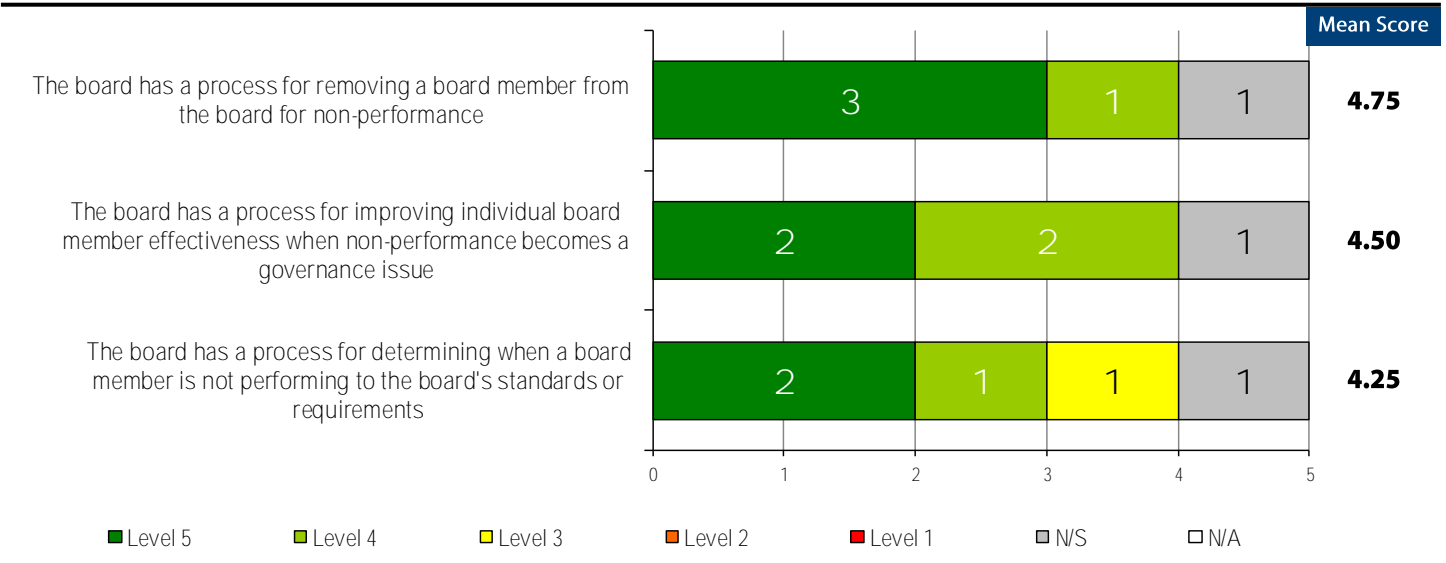


SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

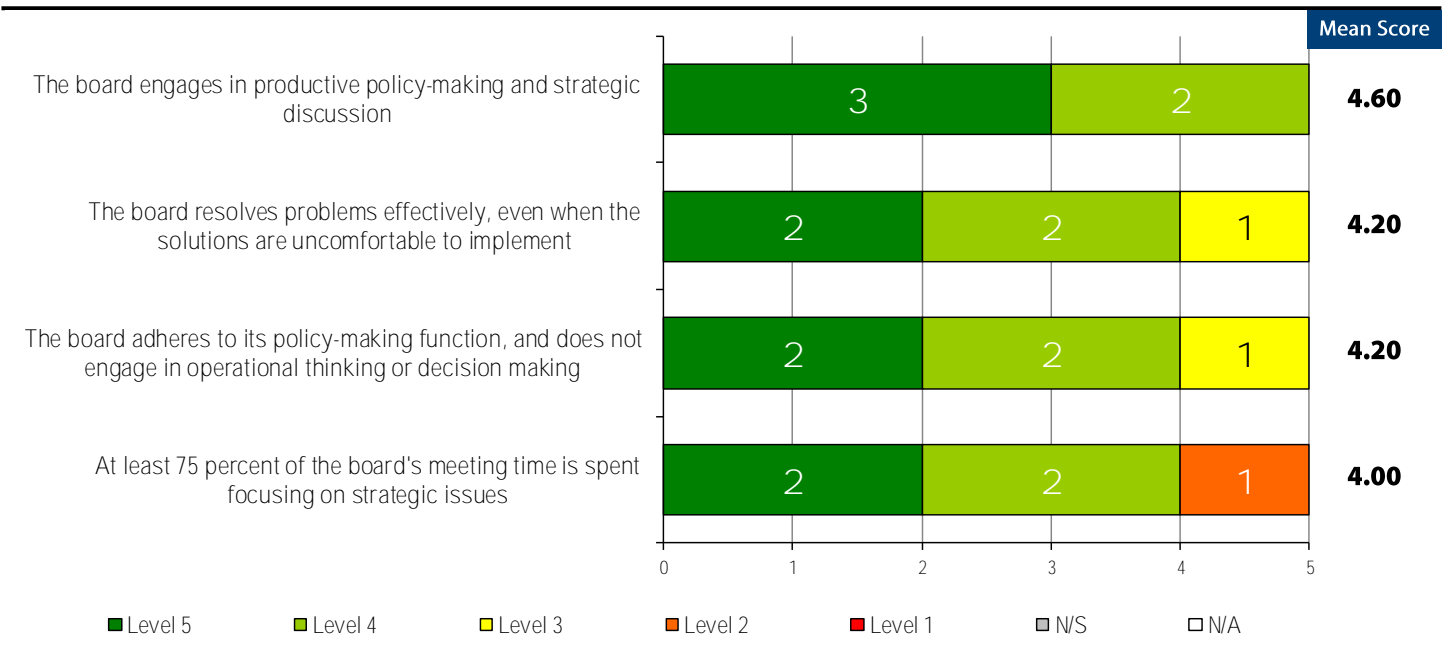
Board Member Performance

(sorted by highest to lowest mean score)



Strategic Focus

(sorted by highest to lowest mean score)

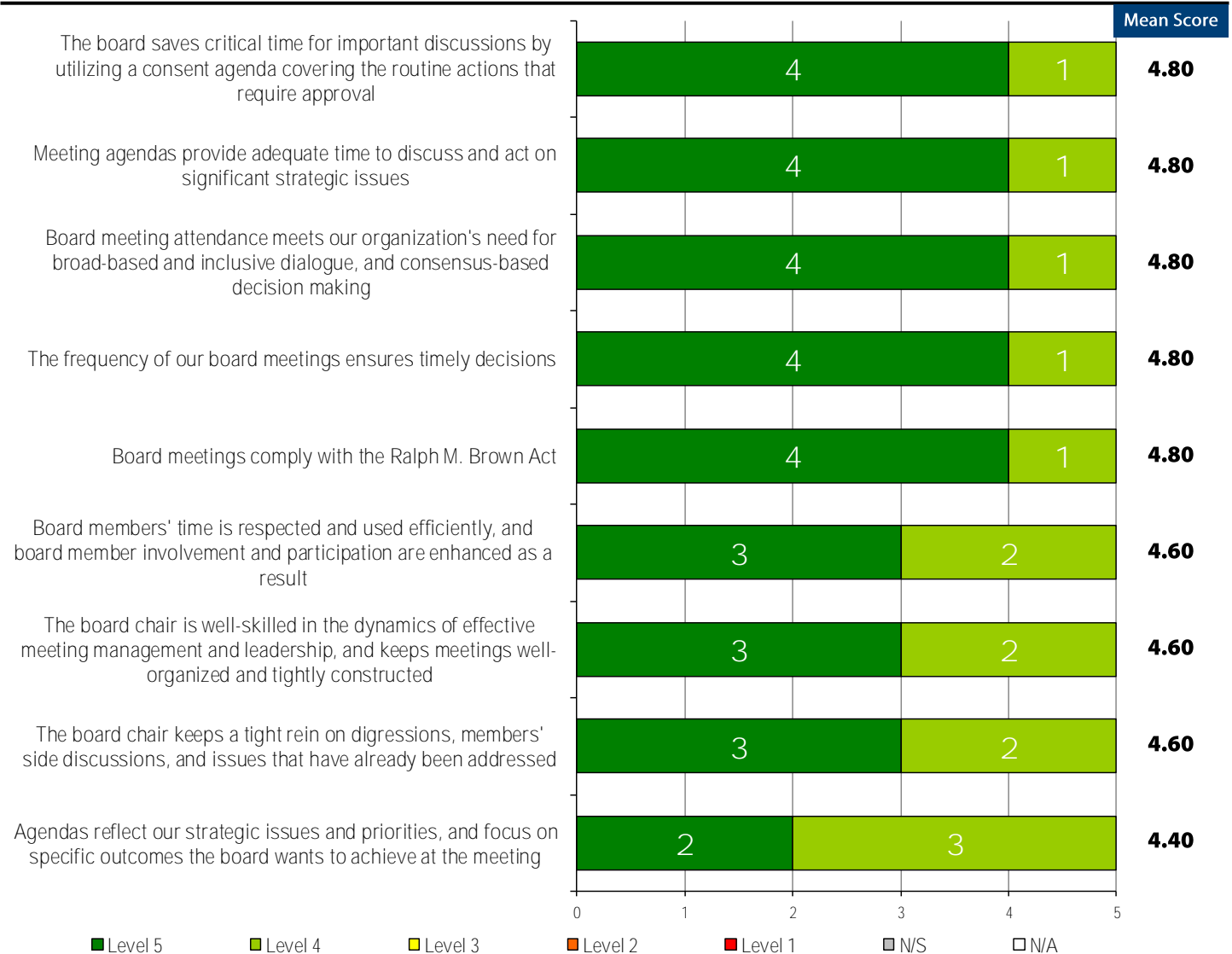


SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Board Meetings

(sorted by highest to lowest mean score)

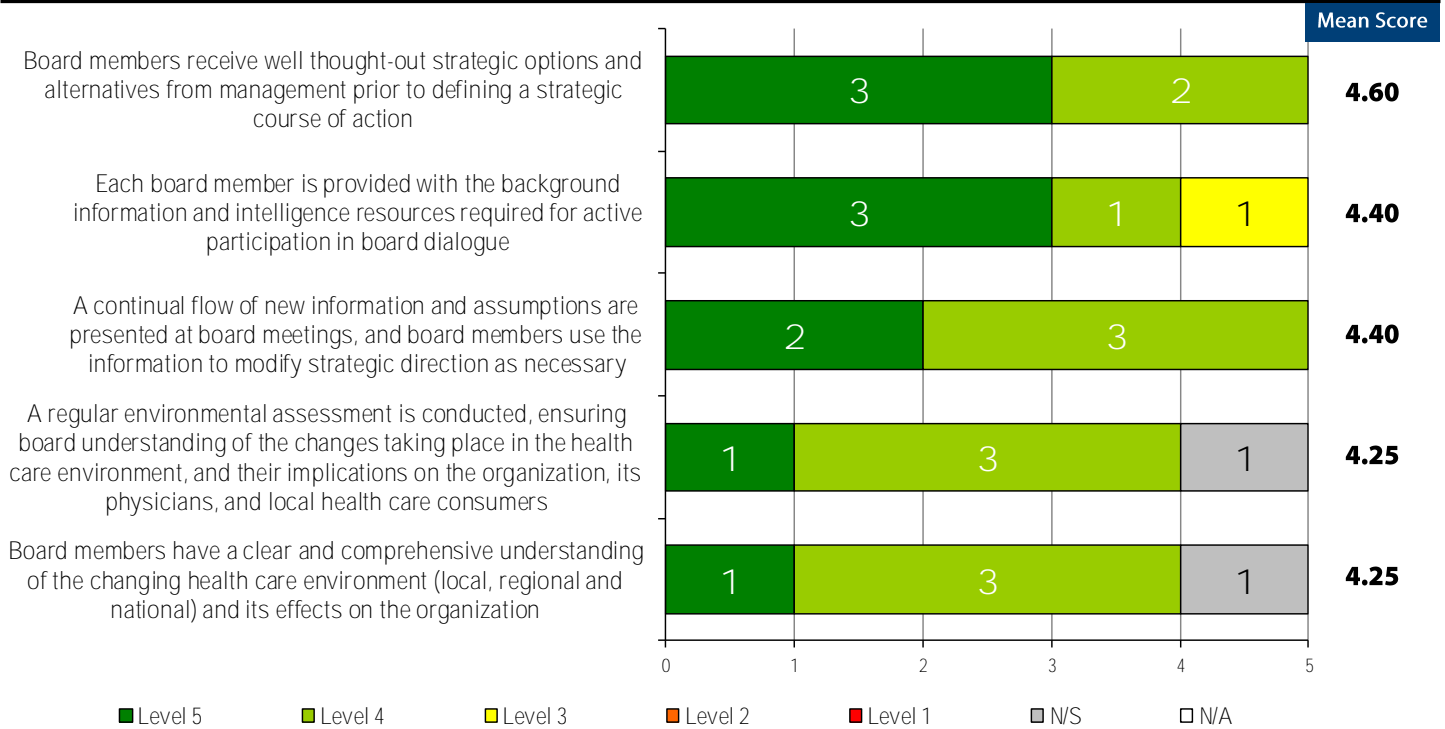


SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

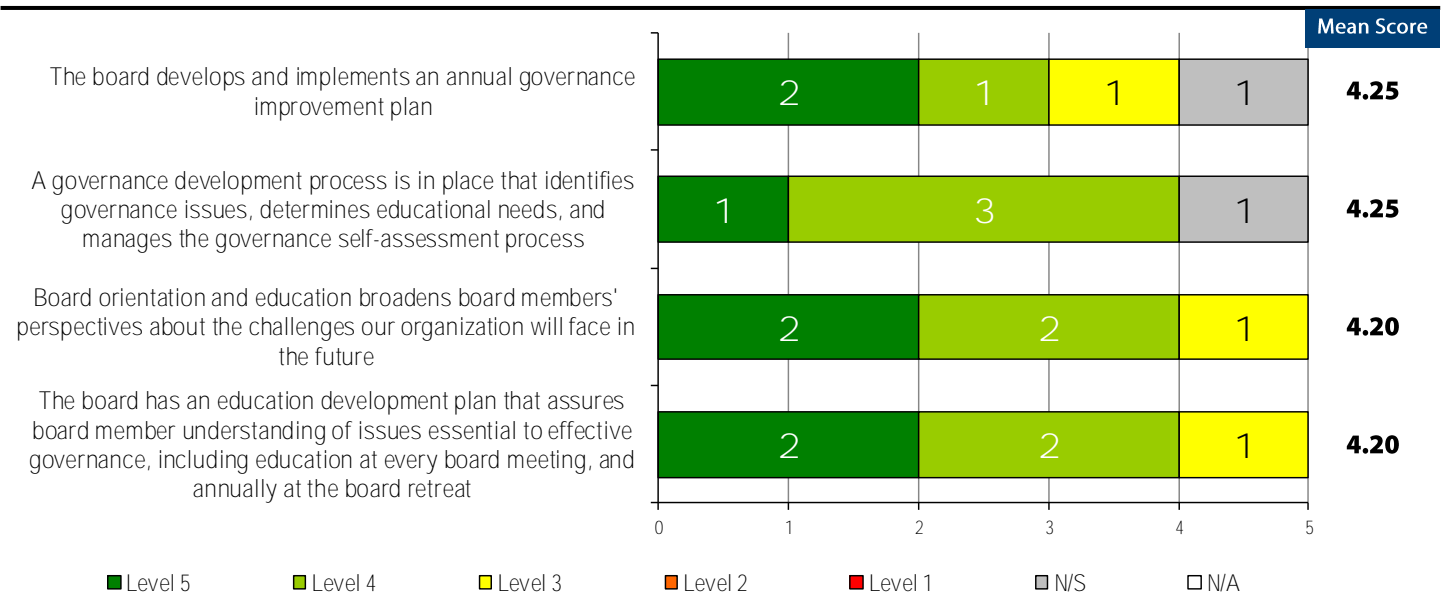
Board Member Knowledge

(sorted by highest to lowest mean score)



Governance Development

(sorted by highest to lowest mean score)

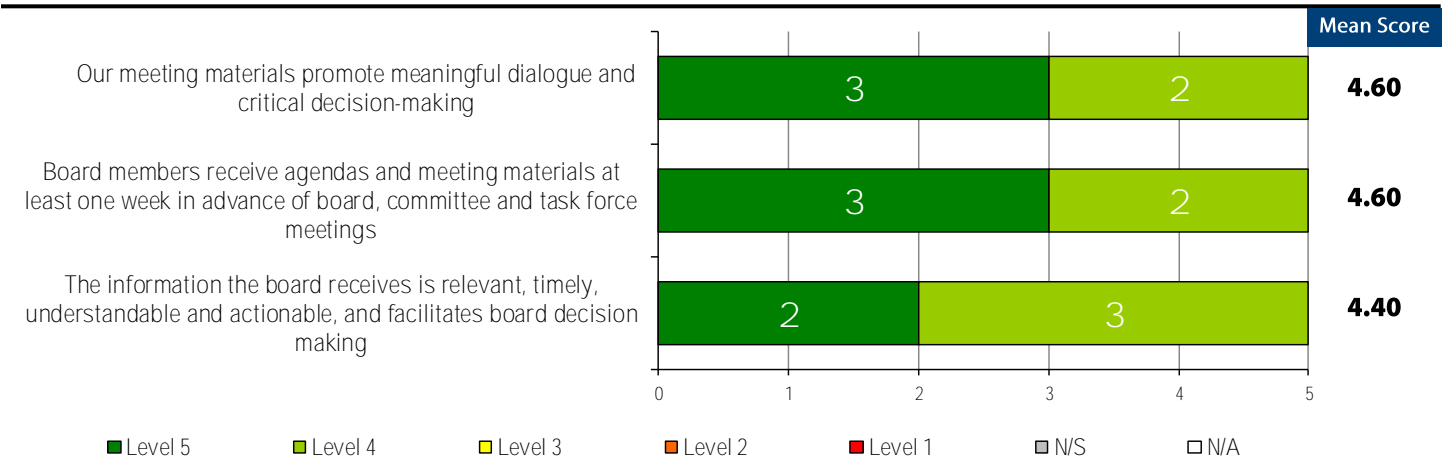


SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

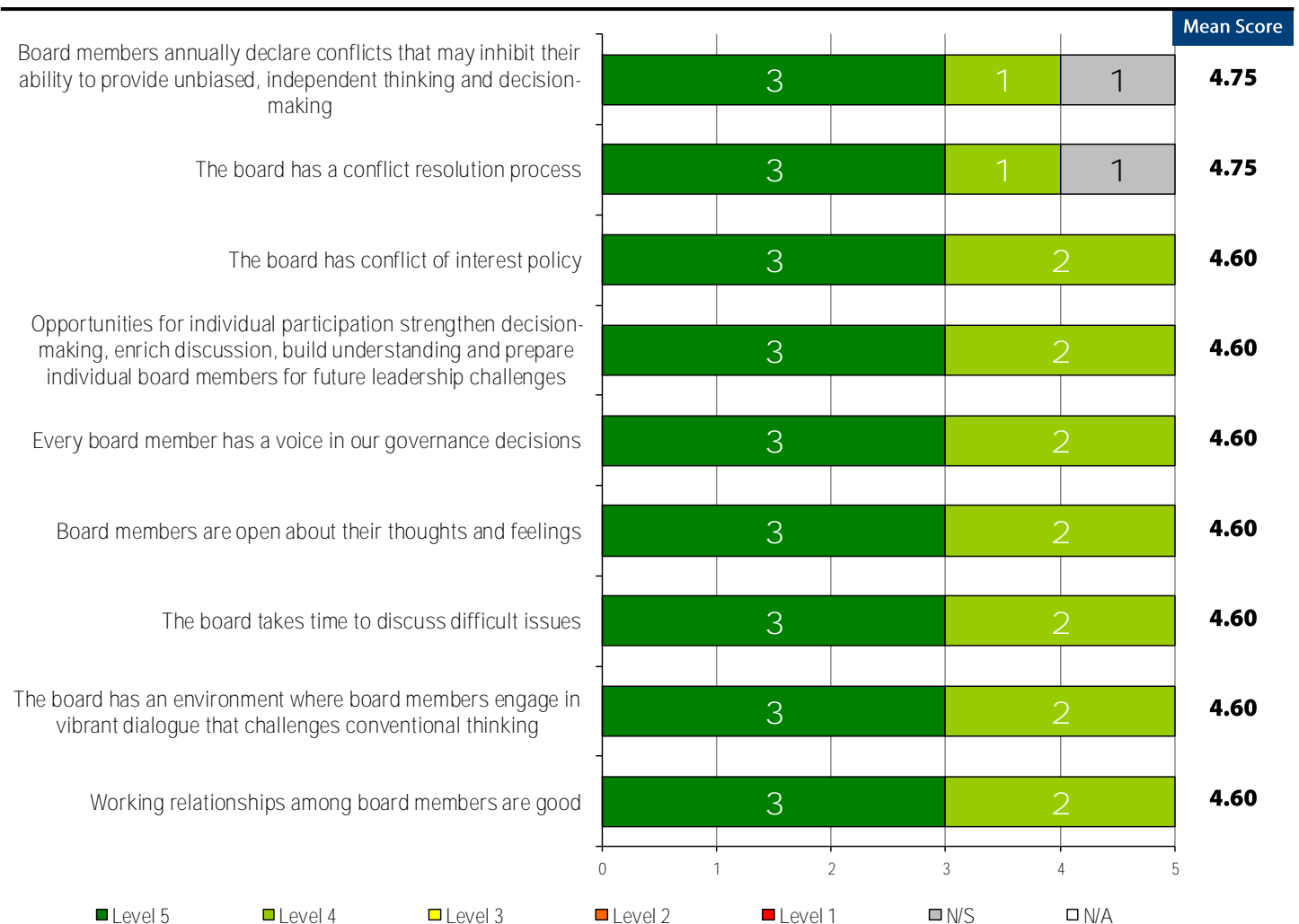
Meeting Materials

(sorted by highest to lowest mean score)



Board Relationships and Communication: Higher-Rated

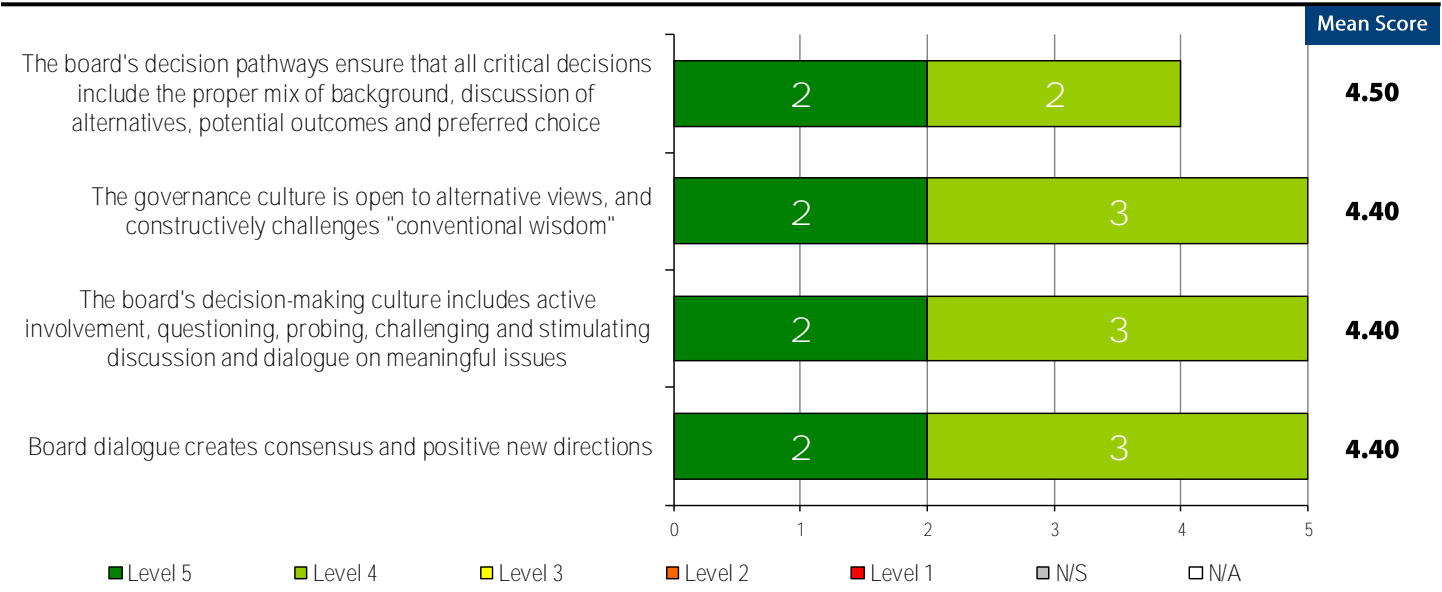
(sorted by highest to lowest mean score)



SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Board Relationships and Communication: Lower Rated (sorted by highest to lowest mean score)



Suggestions for Governance Improvement

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

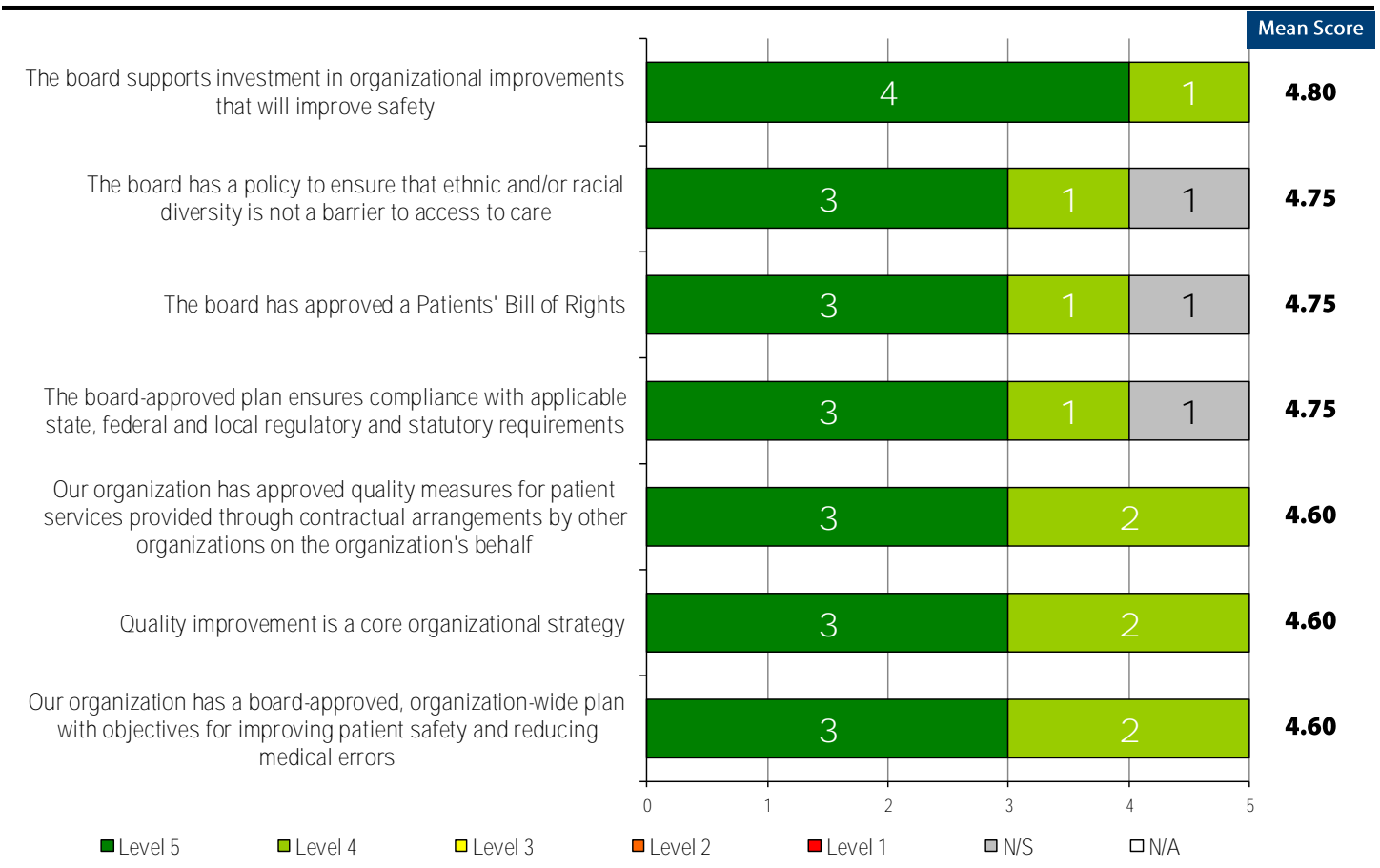
- In my opinion, we now have a very cohesive board that can do some very good work and bring forth some innovative ideas and resources for our community. I consider a great benefit to the existing board is the fact that members are established residents of the Big Bear Valley and engaged in other service organizations and community projects. Strong or isolated opinions on topics will inevitably arise, but I believe the other members offering different thoughts or solutions can temper the situation to a more manageable discussion and/or solution. I genuinely look forward to the upcoming board year and the continued success of our hospital - not only financially, which is extraordinary and indicative of strong leadership and a board dedicated to innovative thinking and constant dedication to improving the community we serve.

SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Quality and Patient Safety

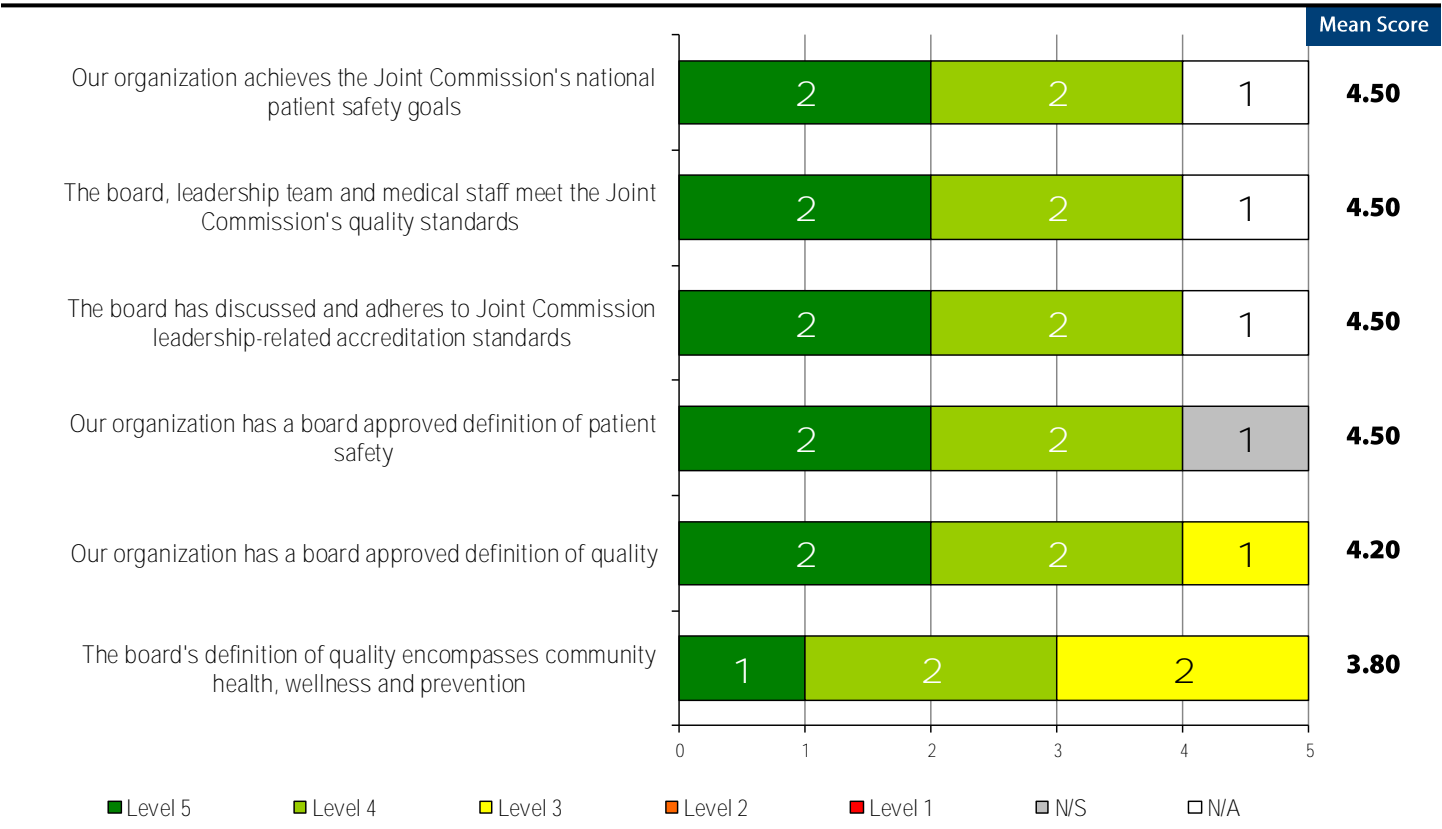
Defining and Understanding Quality and Patient Safety Issues: Higher-Rated (sorted by highest to lowest mean score)



SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

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

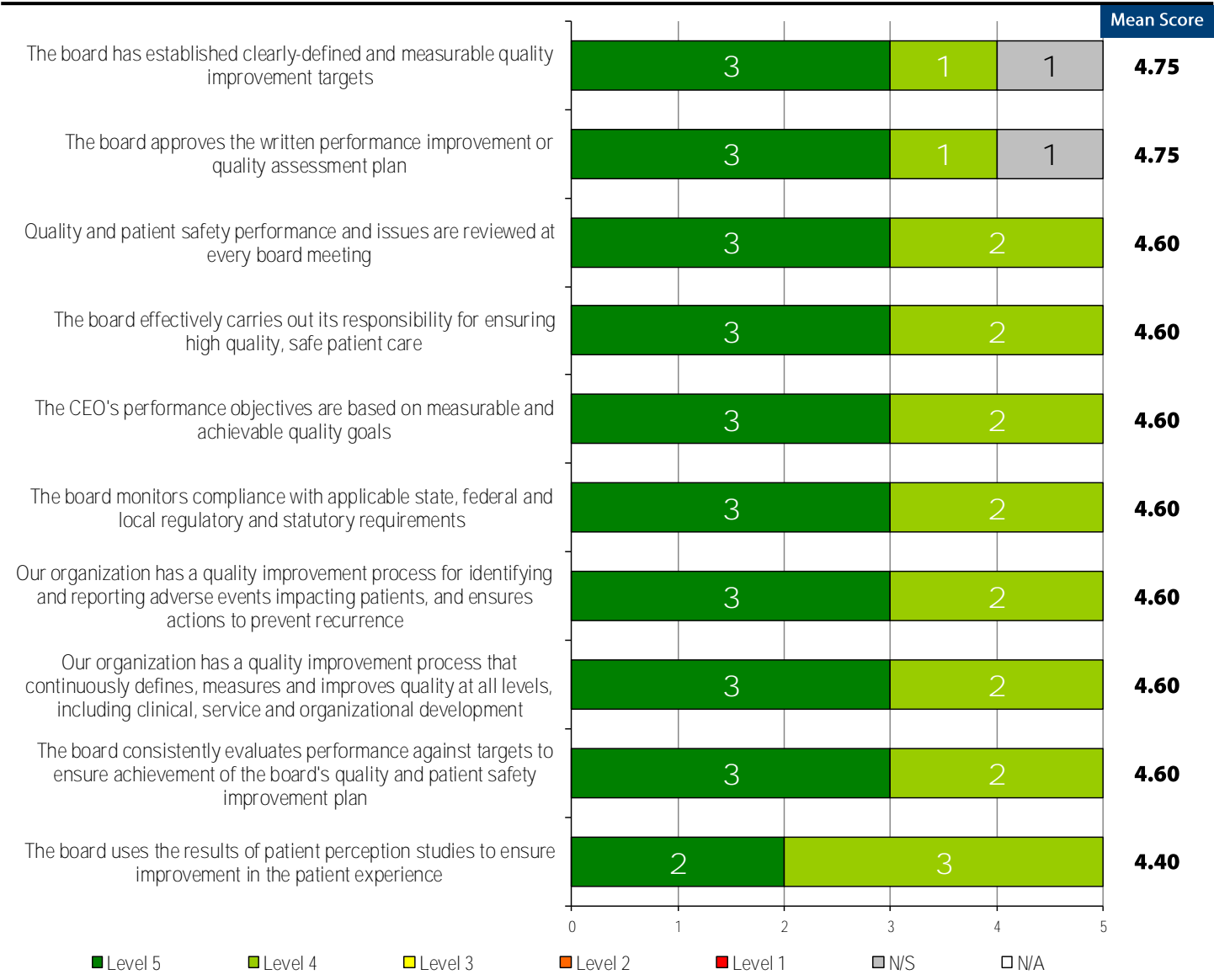


SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Monitoring Quality and Patient Safety

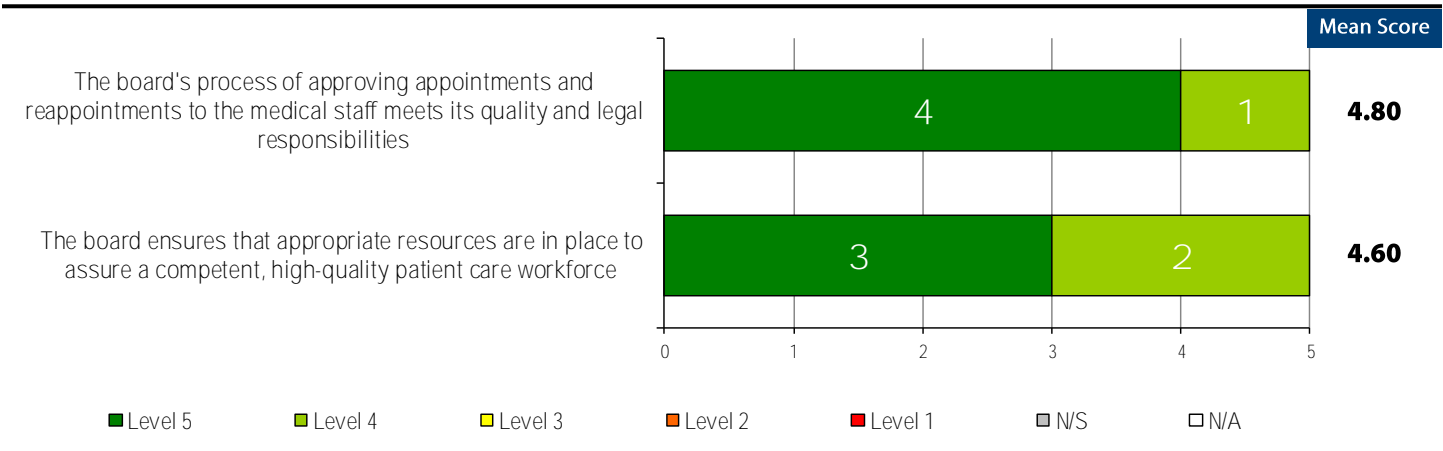
(sorted by highest to lowest mean score)



SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Ensuring a Workforce that Provides High Quality and Safe Care (sorted by highest to lowest mean score)



Suggestions for Governance Improvement

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

- I remain critical of non-Board Certification of physicians continues, as well as the relaxed effort to maintain sufficient annual evaluations of employees, as well as medical staff. In our undeniable "sue-happy" environment, this infraction, which is understandably not earth-shaking, and potentially open the door to an accusation of unqualified caregivers. It may not be thought essential in these times for physicians to remain board-certified, but interestingly, all those in patient-seeking activities (i.e., internet and promotional material) continue to advertise the fact that they are "Board-Certified." I believe this still remains the benchmark to look for in the minds of a large portion of the public.

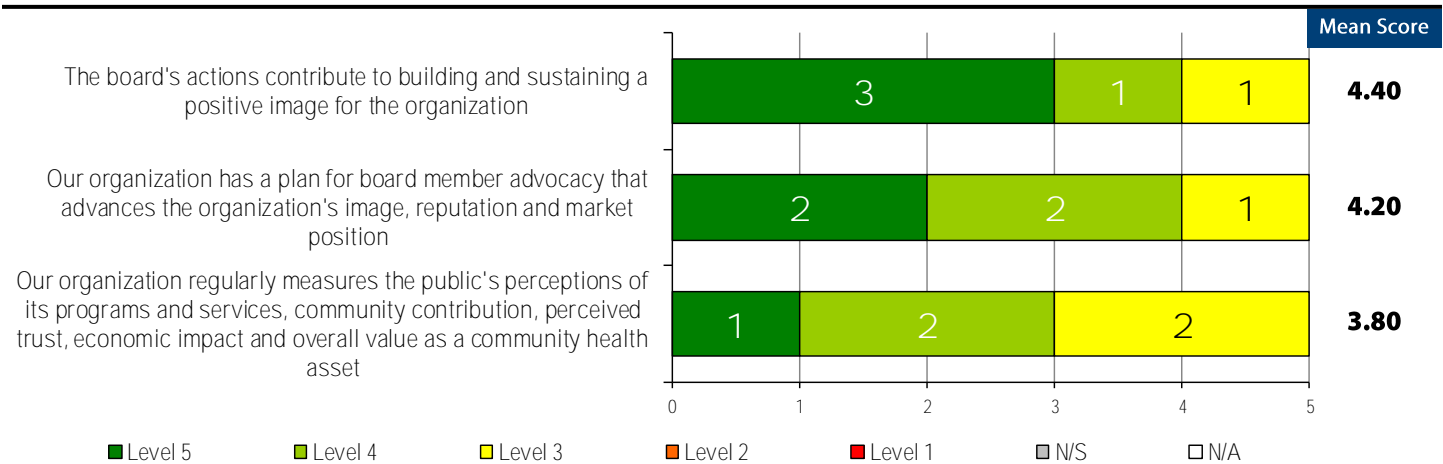
SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Community Relationships

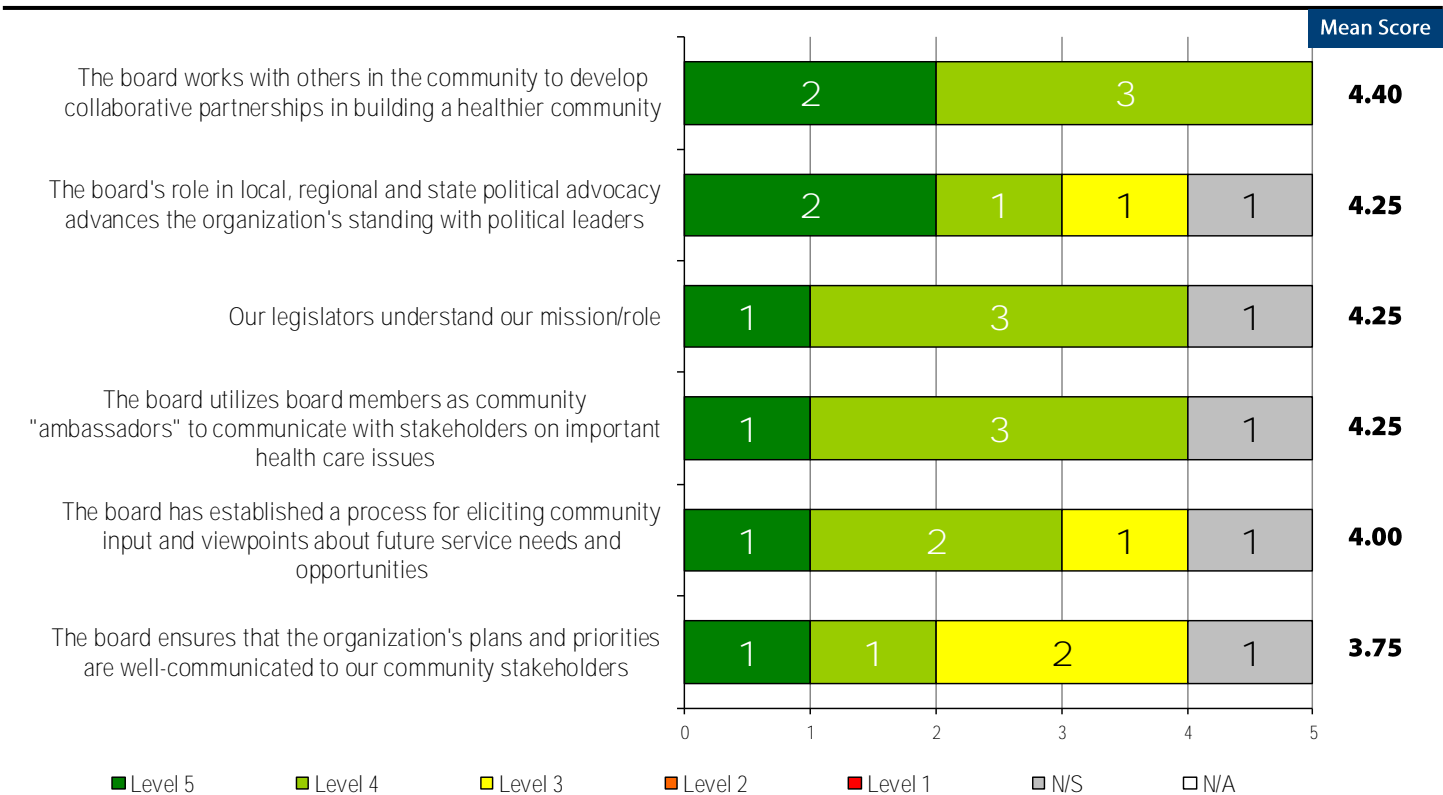
Ensuring Public Trust and Confidence

(sorted by highest to lowest mean score)



Ensuring Community Communication and Feedback

(sorted by highest to lowest mean score)



SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Suggestions for Governance Improvement

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

- Many of my comments during this survey overlap topic to topic, so my thoughts in this section are again of outreach to the community that seems given low priority when strategically planning. It is greatly to our benefit that the Foundation is active and planning events, not only to raise funds, but to promote Bear Valley Community Health Care District and our hospital. I believe we should foster an association with our local newspaper to attend meetings when possible, or as an alternative, an informational article be presented each month for publication about current plans, upcoming events and/or a request for community input.
- Provide more information to the community in regards to our activities and the services that we provide.
- Keep up the good work.

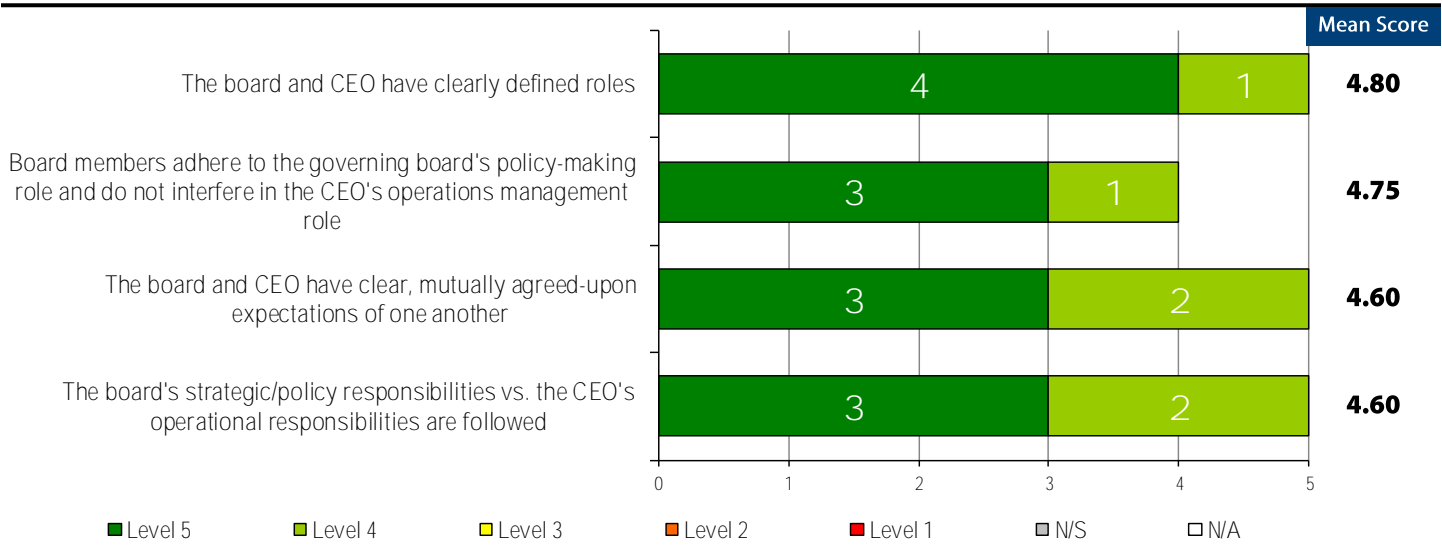
SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Relationship with the CEO

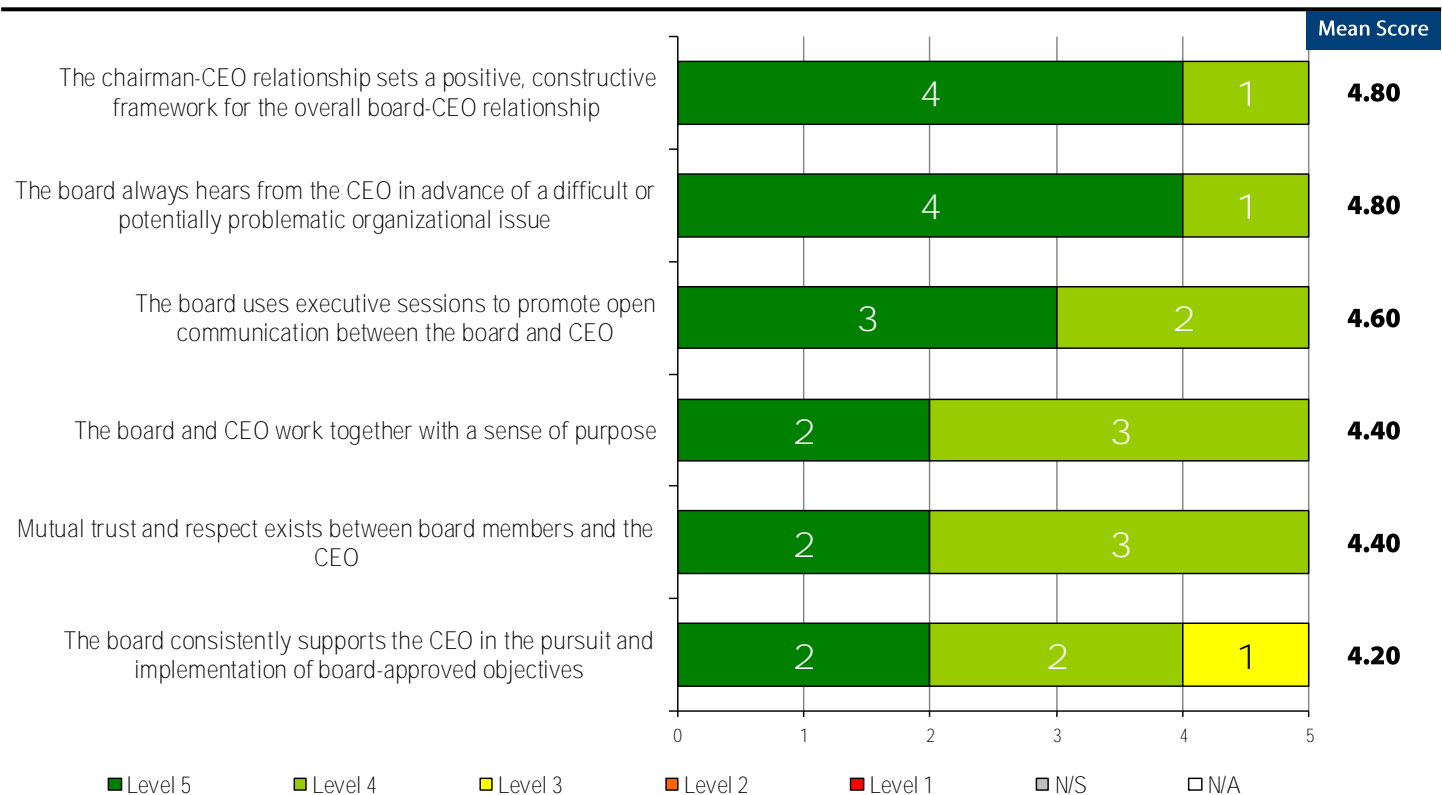
Board and CEO Roles

(sorted by highest to lowest mean score)



Communication, Support and Shared Goals

(sorted by highest to lowest mean score)

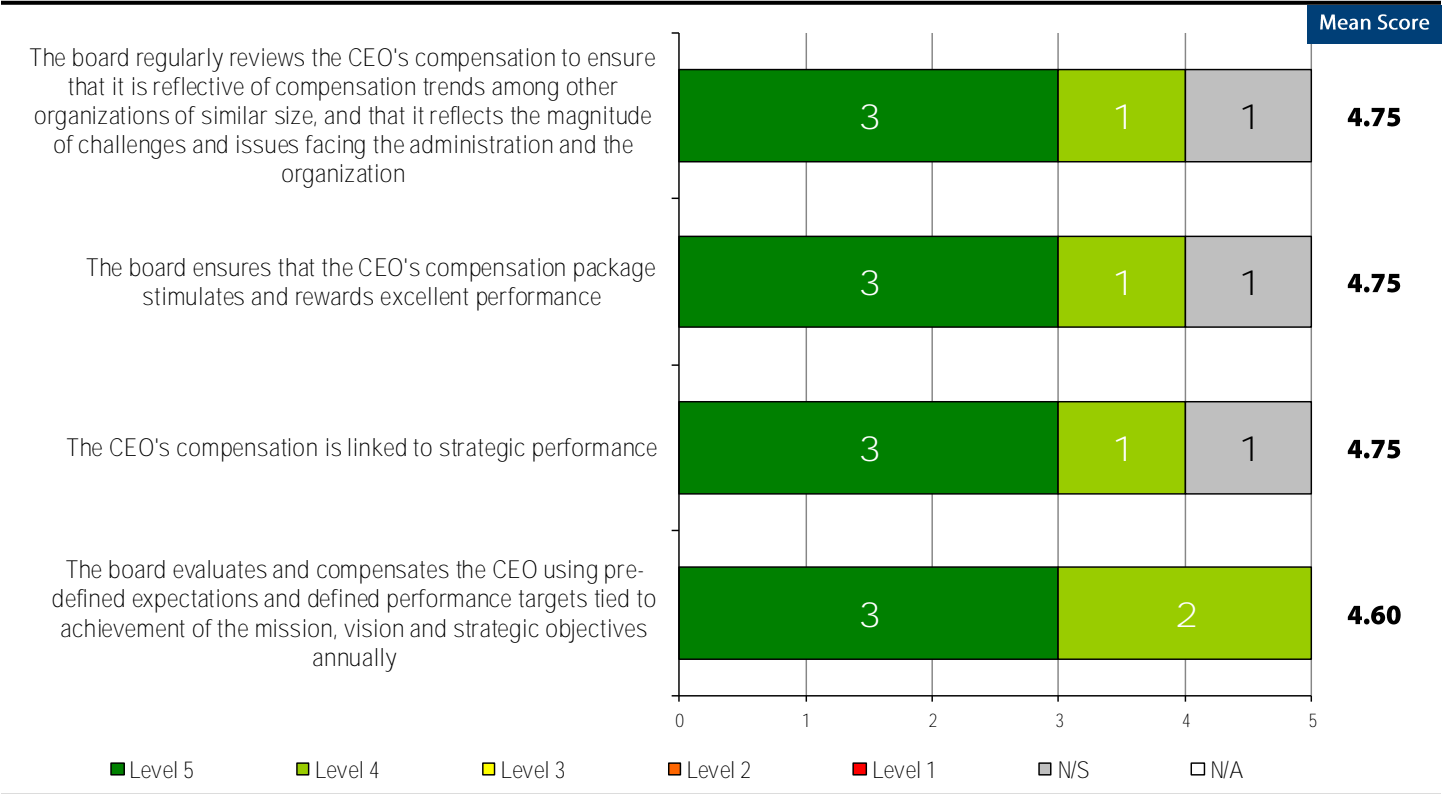


SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

CEO Evaluation

(sorted by highest to lowest mean score)



Suggestions for Governance Improvement

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

- As with any organization, "consistently" is not always the most descriptive word when defining interaction. On the whole, I believe the majority of the board members are consistent in their desire to do the best job; however, once in a while, personal objectives and suppositions can be difficult and present challenges. In my opinion, our CEO deals with these isolated incidents with respect and temperance, resulting in a resolution or at least an explanation to settle the difference of opinion.
- Stay focused to these goals.

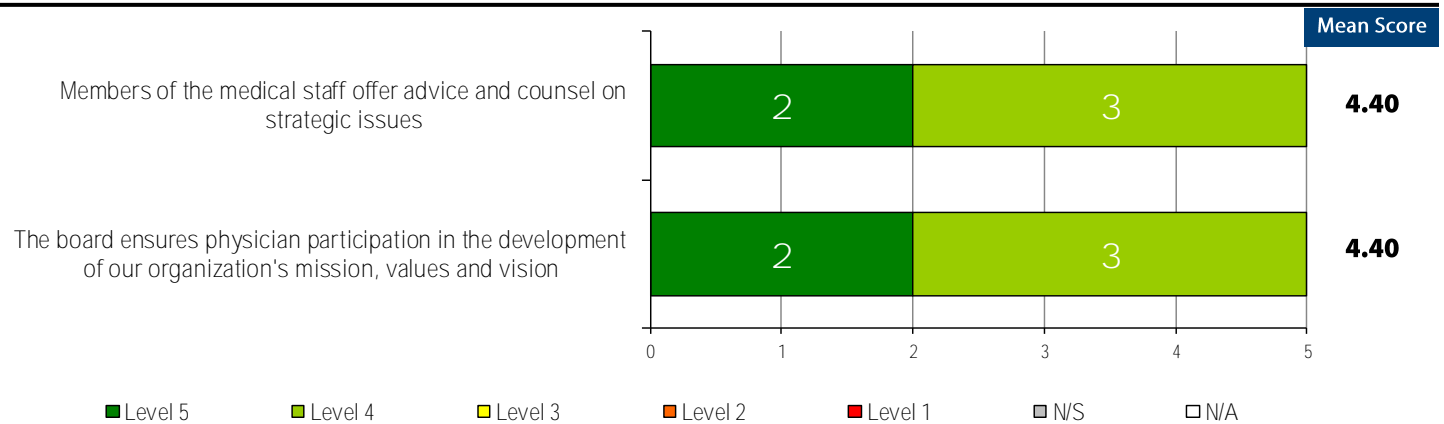
SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Relationships with the Medical Staff

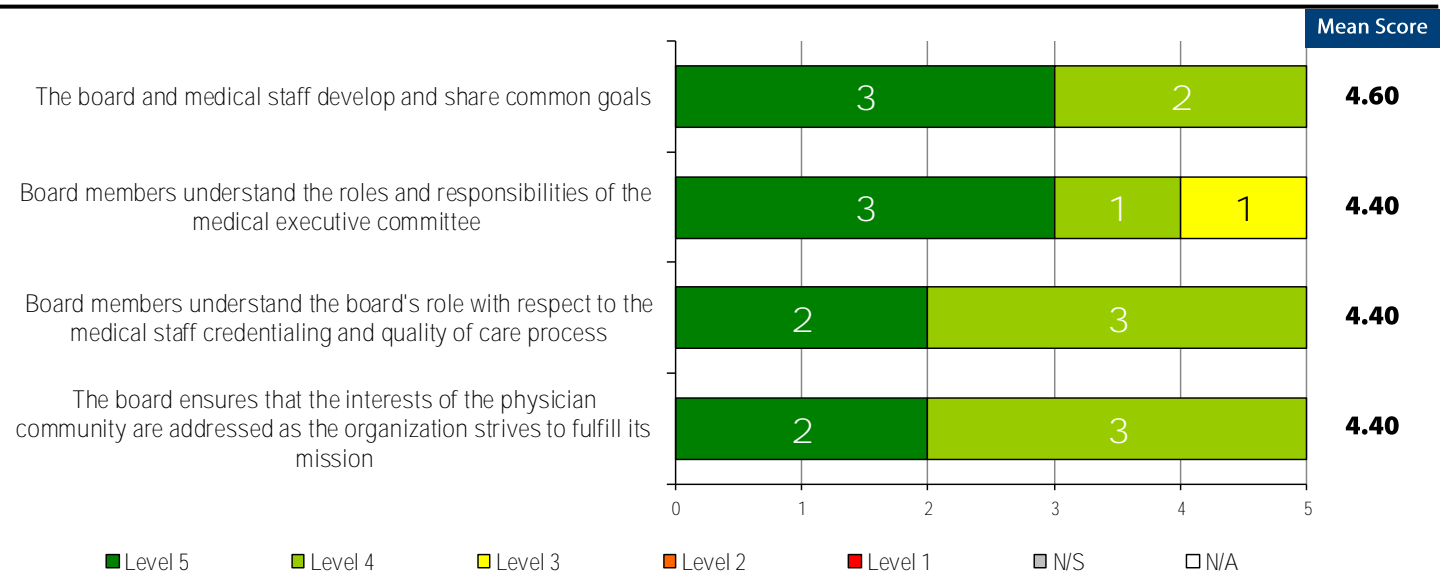
Physician Involvement in Decision Making

(sorted by highest to lowest mean score)



Shared Understanding

(sorted by highest to lowest mean score)

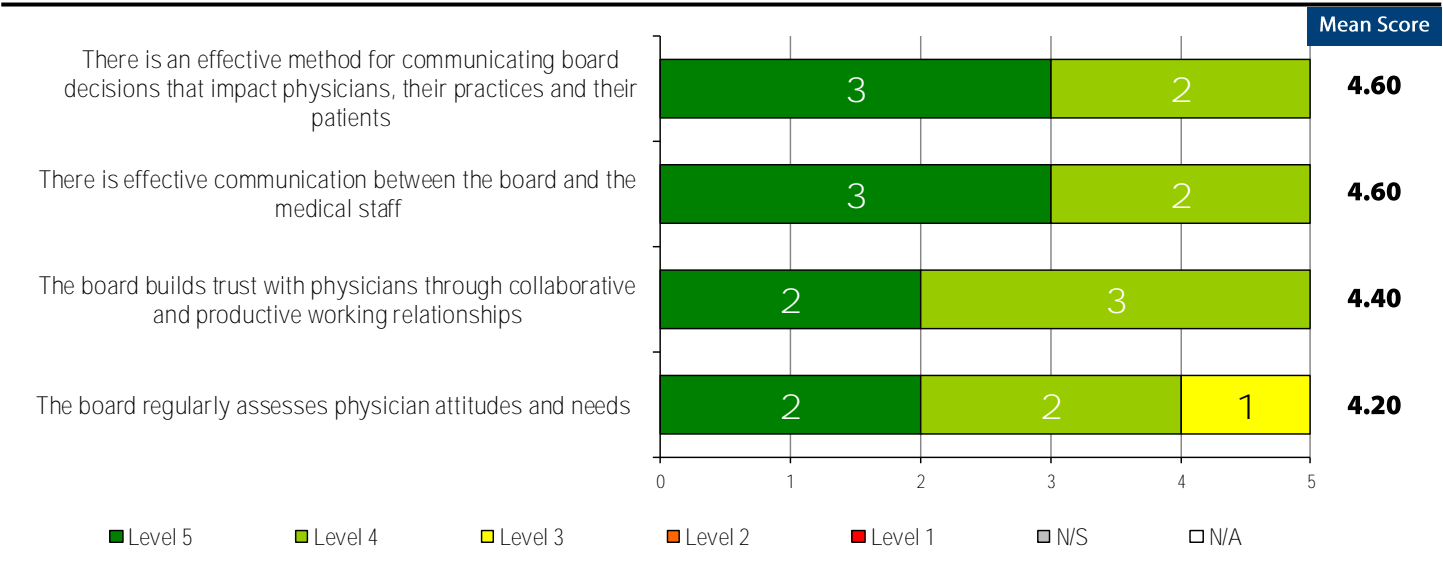


SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Communication and Interaction

(sorted by highest to lowest mean score)



Suggestions for Governance Improvement

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

- To my knowledge, the board's interaction with physician staff is by means of the Chief of Staff monthly report. An ongoing issue with a certain physician is usually reported to the board to keep us informed on the challenging situation. I am personally not aware of any further interaction between board members and physician staff, assuming that whatever issues arise are handled by the Chief of Staff and CEO.

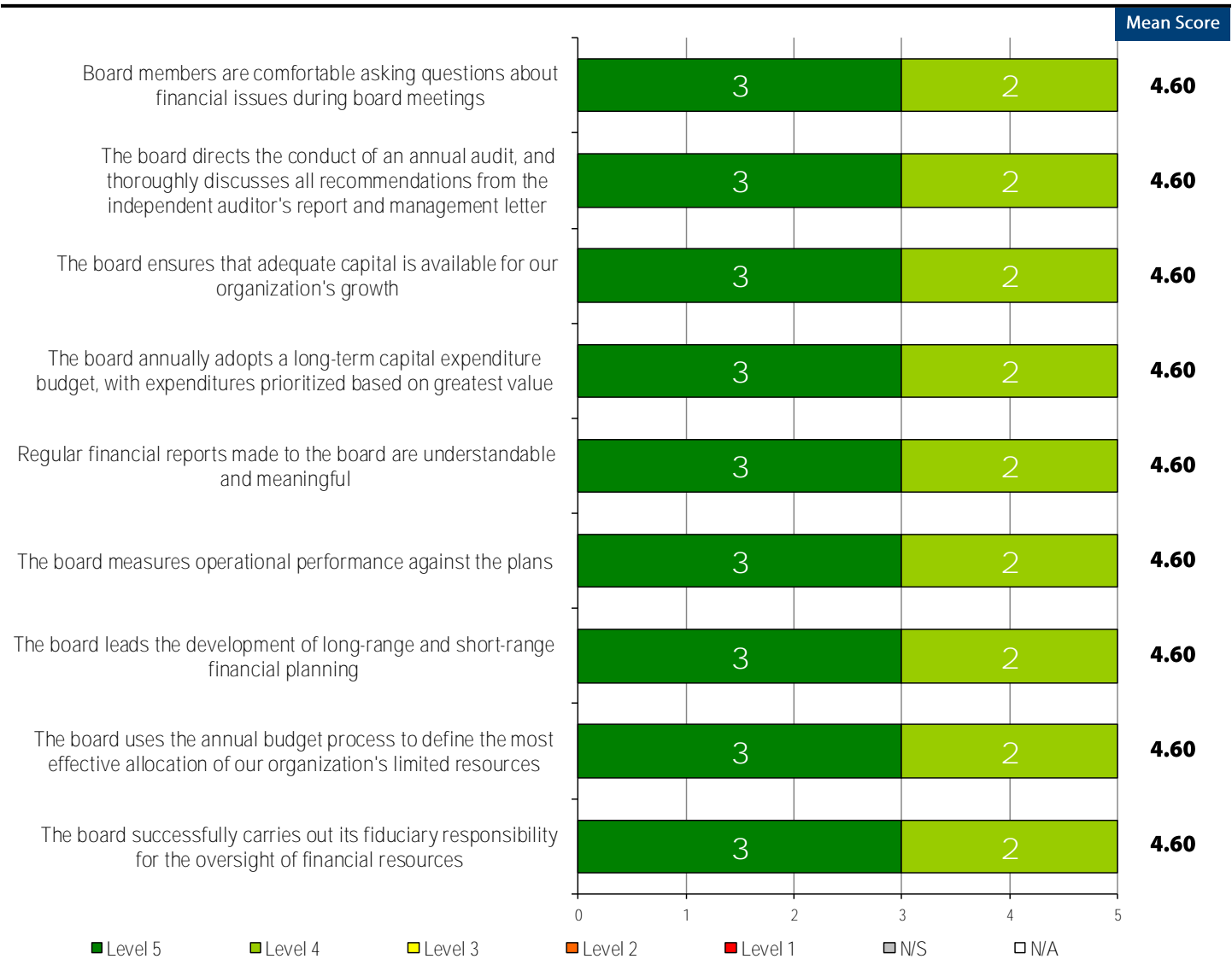
SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Financial Leadership

The Fiduciary Responsibility

(sorted by highest to lowest mean score)

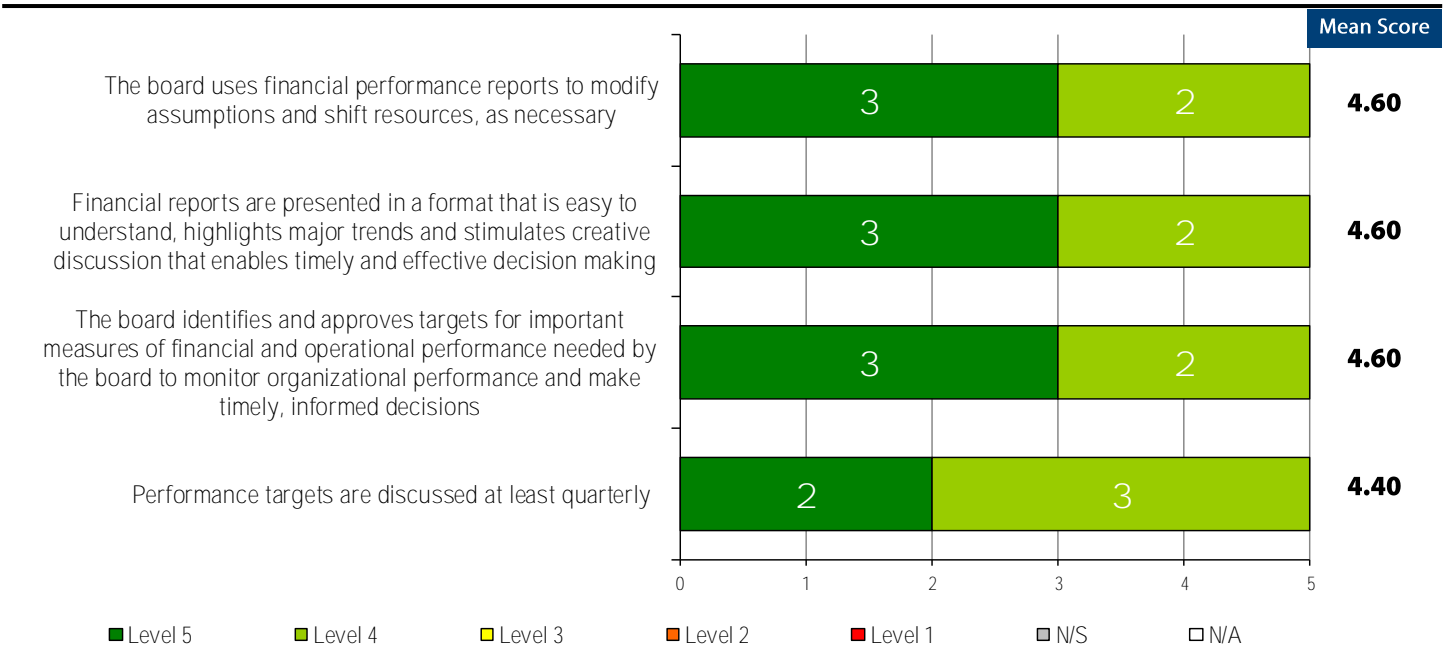


SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Monitoring Progress

(sorted by highest to lowest mean score)



Suggestions for Governance Improvement

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

- Mr. Hamblin and the Finance Committee do an outstanding job.

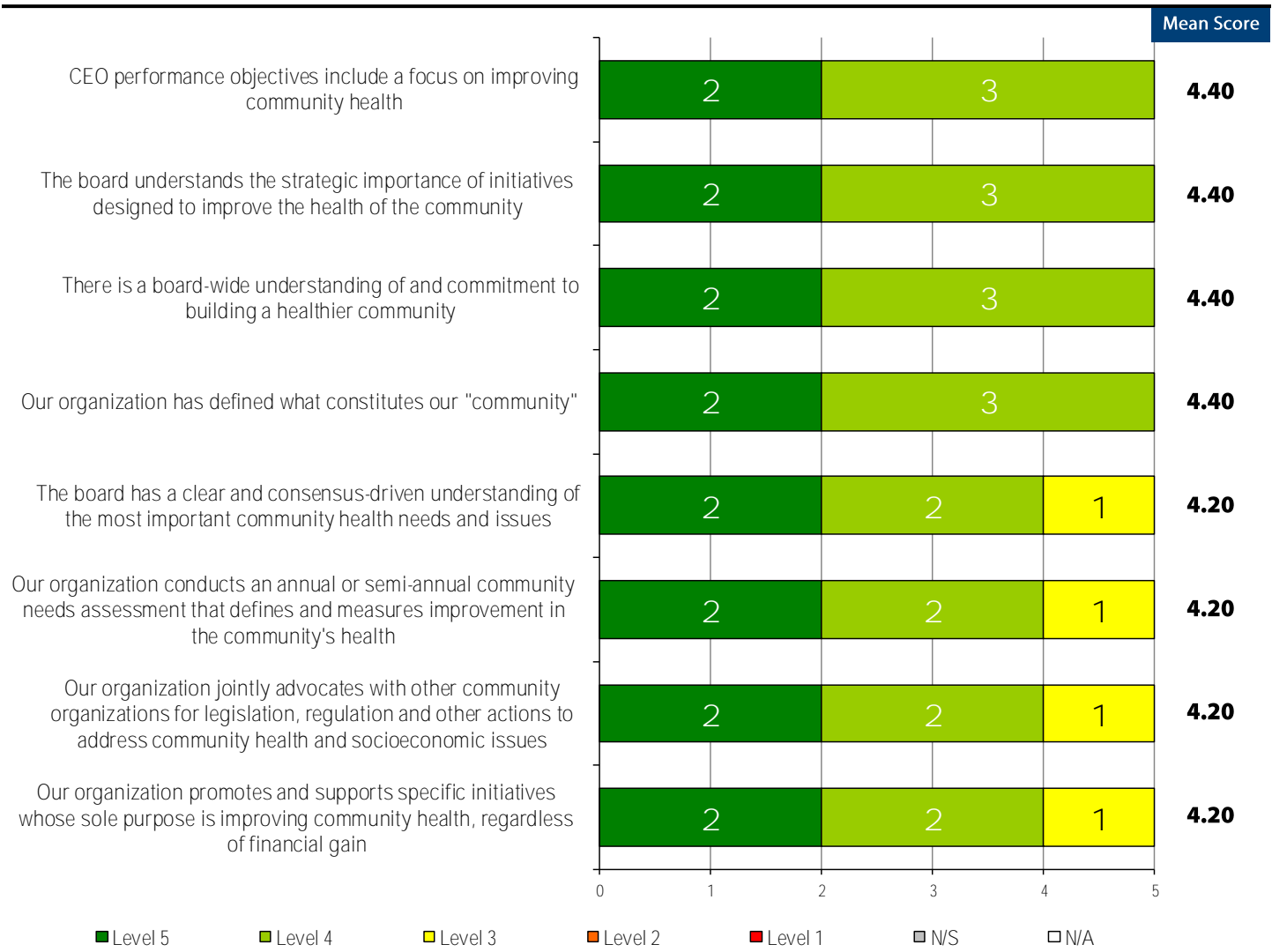
SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Community Health

Development and Support of Community Health Initiatives

(sorted by highest to lowest mean score)

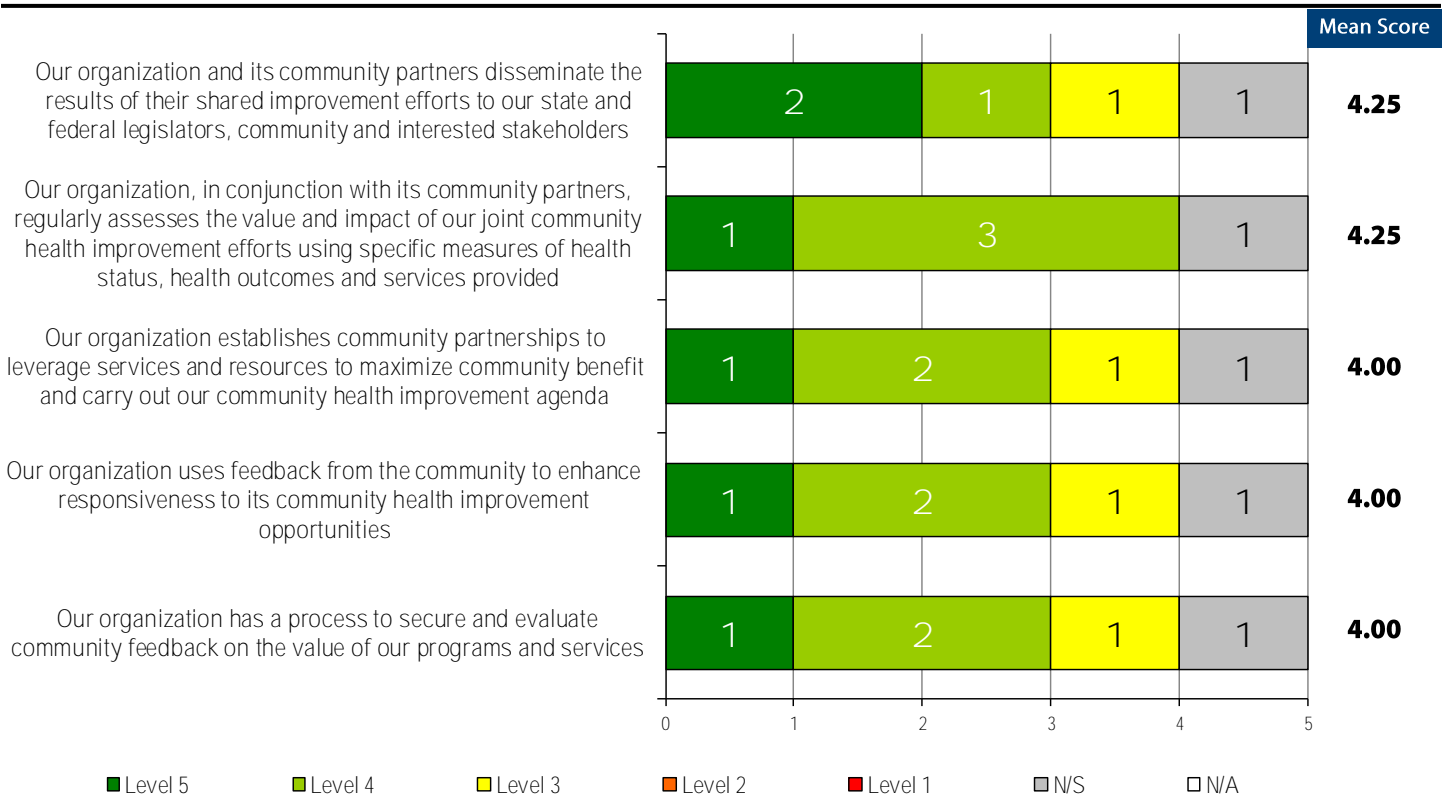


SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Community Involvement and Communication

(sorted by highest to lowest mean score)



Suggestions for Governance Improvement

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

- I hope that I am just uninformed and not knowledgeable about many partnerships, advocates, programs, etc. that might exist and would love to have a discussion at a board meeting about exactly what does exist for us with regard to community needs and our involvement. My comments earlier about outreach programs is noted. This section is a vital tool that we do not take advantage of - assuming I am not just uninformed about what services are in place. The Mom & Dad Project is successful and appears to receive adequate attention, programming, funding and awards. It serves a very important segment of our community and deserves all the credit it receives. It is my opinion that the rest of the community should be given the same dedication to their needs.

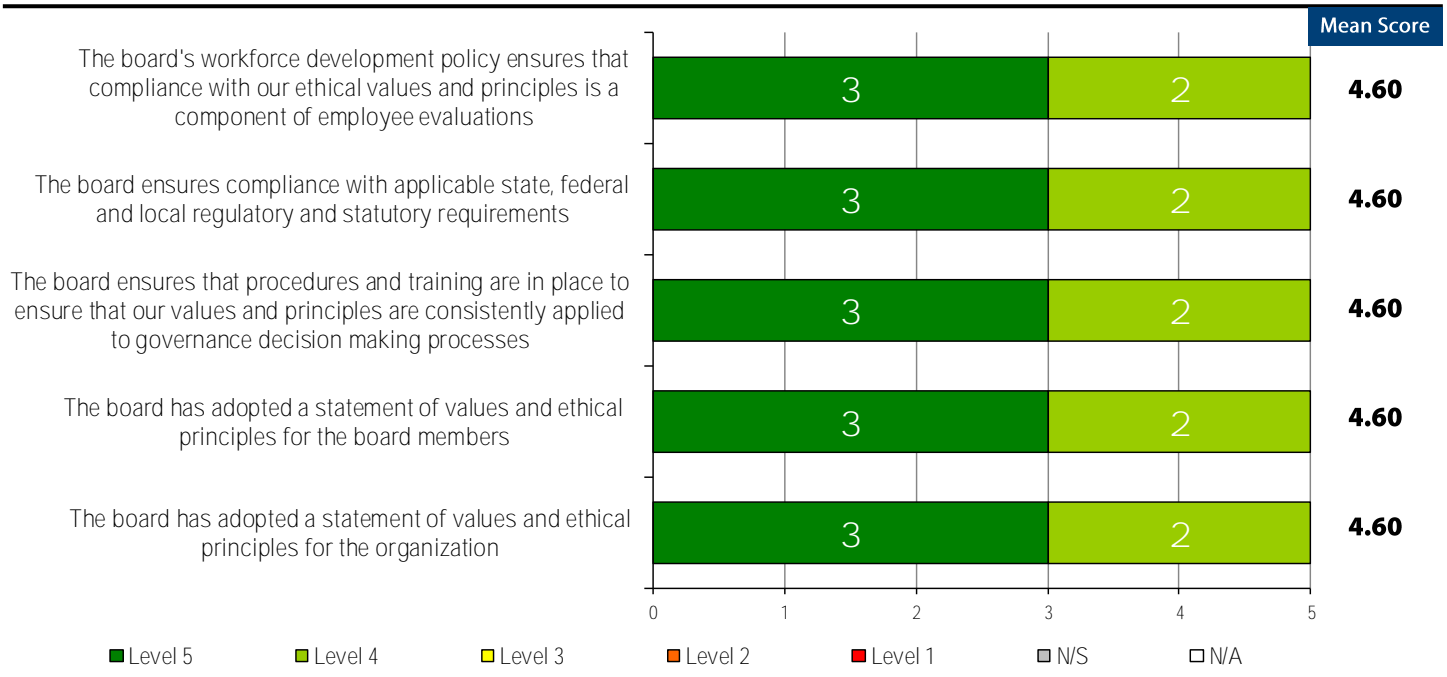
SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Organizational Ethics

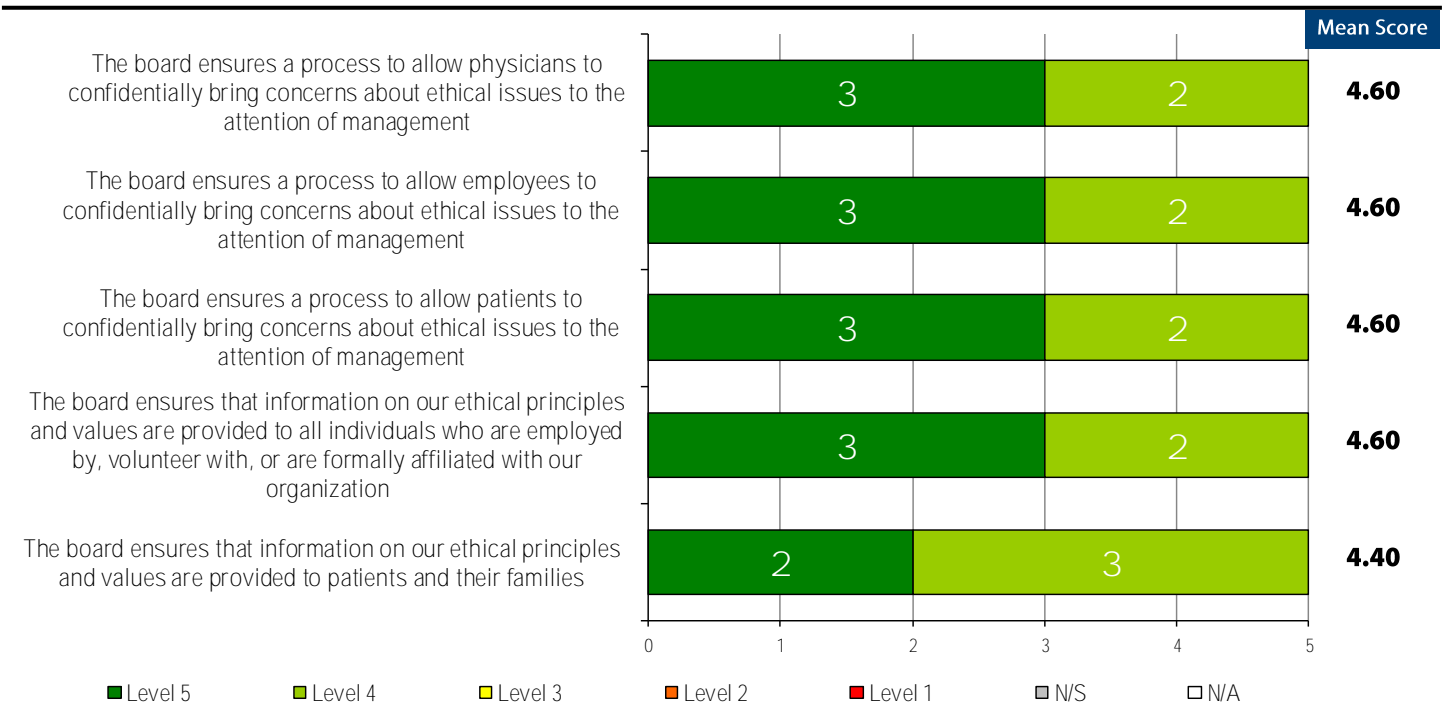
Ensuring Development and Implementation of Organizational Ethics

(sorted by highest to lowest mean score)



Awareness of Ethical Issues

(sorted by highest to lowest mean score)



SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Suggestions for Governance Improvement

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

- We are doing pretty good.

SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

Issues and Priorities

Highest Priority for the Board in the Next Year

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

- I believe we should continue on the path of establishing an independent Urgent Care facility, and it appears to be a main focus at this time for us all. The exposure into the community with a high-quality, well-staffed facility is undeniably a driving force. Overlapping this newer project is the decision regarding retro-fitting vs. building.
- Completing plans for new facility and opening Urgent Care Center.
- Opening an urgent care facility.

Most Significant Strengths

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

- The current roster of board members is comprised of a group of people who are already vested in the community, which in my opinion, is a major reason we will be a successful board. We are all involved with other groups, programs and community. Interaction with other civic leaders, previous experience in managing various programs and events, often helps "fill in the blanks" of a proposed project or situation for the hospital to deliberate. Each of us has experience in various types of businesses, and the fact that our Chairman is a physician serves us very well, which might not always be the case, but for us it is a great addition to our board.
- Care and commitment to the community and the people it serves.
- Work well together.

Most Significant Weaknesses

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

- It would be difficult for me personally to describe a "weakness" with this particular board, but a minor issue that exists is of our CEO and/or CFO often being challenged with direct questions that resemble a "power-grab" that is unbecoming to a board member, and certainly rude to the person being challenged.
- People with the appropriate expertise.
- Frequency of board resignations.

Key Issues for Board Focus in the Next Year

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

- Establishment of a free-standing Urgent Care under the umbrella of the Health Care District will take center stage for a time, until it is established.
- Planning to meet the seismic requirements and opening an urgent care.
- Urgent Care and Strategic Plan.

SUMMARY RESULTS

2020 Bear Valley Community Healthcare District Governance Self-Assessment

- We have retro-fitting vs. building to spend a significant amount of time to debate and gather the professional opinions we need to make the proper decision.
- Working at supporting our CEO and QHR consultants made available to us should also be of prime importance, as they help ensure our continued success.
- Looking at new and innovative ways to enhance the services that are provided.

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

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

- The ever changing health care industry presents challenges to keep up with new laws and policies and all those challenges have yet to be seen.
- We need to be watchful and ready to address whatever new issues and trends might become prevalent and impact service to the community.
- Potential changes in reimbursement and demographics of our community.
- Changes and innovation in how services are provided.
- Certainly keeping close watch on improving relationships between staff and management.
- Of significant importance was last year's shared financial success. There is no doubt that this action will help solidity retention of quality health care workers.
- Because the opioid problem is nowhere near resolved, we must remain diligent and in my own opinion, discover if our own staff of physicians could be instrumental in carefully monitoring their own prescribing practices.

Critical Factors to Address to Successfully Achieve Goals

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

- Obtaining the land we need. Deciding whether to remodel our build a new hospital. Determine the cost and where we will obtain the funds necessary.
- In my opinion, flexibility of the board is very important. Specifically, due to the current changing health care industry, we need to be at the ready to adapt, change, implement or eliminate current practices. As well, we need to continue to be receptive to what advice QHR consultants provide to us, as they are no doubt privy to new trends at an early date.

Board Report

March 2020

Managed Care Contract Implementation

Our Managed Care Consultants will be working with Garth to assess reasons for issues found in assessment and develop plan to improve processes and reimbursement.

Strategic Planning

We are planning on beginning work with the Board and management on the Strategic Plan in second quarter.

Cost Report

Following completion of the Cost Report our Reimbursement team will review it to ensure that BVCHD receives all reimbursement due from Medicare.

Trustee Conference

Thanks to all who attended our Conference and especially to John Friel who participated in one of our panels.

Upcoming Education Events – March

Webinars:

Lean Principles Webinar – 03/13/2020

10:30 a.m. – 11:30 a.m. CST

IRS Billing and Collections – 03/17-19/2020

Course Bundle 3 Days – 2:00 p.m. – 3:00 p.m. CST

Workforce Efficiency Webinar – 03/19/2020

10:30 a.m. – 11:30 a.m. CST

Classroom:

CAH Reimbursement & Medicare Cost Reporting Boot Camp

03/24-27, 2020 – Brentwood Corporate Office

Link to Course Catalog:

<https://qhr.myabsorb.com/#/catalog>

Upcoming Projects

- Cost Report Review
- Contractual Accounts and Bad Debt Review
- Compliance Risk Assessment
- Strategic Planning

Completed Projects

- Community Health Needs Assessment
- Managed Care Contract Review



CNO Monthly Report

TOPIC	UPDATE
1. Regulatory	<ul style="list-style-type: none"> Multiple AFLs regarding Coronavirus Clinical Informatics working on PI submission.
2. Budget/Staffing	<ul style="list-style-type: none"> Overtime and call offs are assessed each shift. Flexing of staff is done daily as warranted by census. Capital requests for FY21 have been submitted, department managers are working on operating budgets.
3. Departmental Reports	
<ul style="list-style-type: none"> Emergency Department 	<ul style="list-style-type: none"> Telepsych implementation in process. BETA Quest for Zero sepsis project started.
<ul style="list-style-type: none"> Acute 	<ul style="list-style-type: none"> Medication reconciliation workgroup meeting regularly to revise med reconciliation process. Working with Clinical Informatics to ensure CPOE compliance. Patient Experience workgroup started.
<ul style="list-style-type: none"> Skilled Nursing 	<ul style="list-style-type: none"> Candlelight dinner was held for residents and families. Multiple inquiries and tours resulting from marketing plan. Working with clinical informatics to implement CPOE.
<ul style="list-style-type: none"> Surgical Services 	<ul style="list-style-type: none"> Orthopedic procedures are being done weekly. Ophthalmic procedures are being done monthly. General surgery procedures will resume in March. OR staff is working on central sterile certifications. Working with Plant Maintenance on renovation planning. Working on purchase of GI scopes. General surgeon in process of training for TIF procedure.
<ul style="list-style-type: none"> Case Management 	<ul style="list-style-type: none"> DON and Eligibility Worker are working on referrals for SNF residents and Swing patients. Attended HSAG readmissions workgroup.

<ul style="list-style-type: none"> ▪ Respiratory Therapy 	<ul style="list-style-type: none"> ▪ Department being prepared for echocardiogram machine to be placed. ▪ Working on purchase of replacement Glidescope.
<ul style="list-style-type: none"> ▪ Physical Therapy 	<ul style="list-style-type: none"> ▪ PT staffing according to volume changes. ▪ Working on purchase of new equipment for pelvic floor exam and therapy.
<ul style="list-style-type: none"> ▪ Food and Nutritional Services 	<ul style="list-style-type: none"> ▪ Kitchen received “A” rating from the county. ▪ Working with plant maintenance to coordinate plumbing repairs. ▪ Mobile kitchen on the property- county inspection scheduled for March 10th. ▪ Working on implementing new QI measures. ▪ 2 PD positions in the hiring process.
4. Infection Prevention	<ul style="list-style-type: none"> ▪ Official flu shot season started 11/1/19. Employees were given flu shots, those that declined will be masking until at least 4/1/19. ▪ Conducting planning and education regarding Coronavirus.
5. Quality Improvement	<ul style="list-style-type: none"> ▪ Patient and Family Advisory Committee met 12/9/19. ▪ HEART guide team met to review quarterly progress. Care for the Caregiver and Rapid Event Investigation will be the focus for this policy year. ▪ Submitted mapping for SCORE survey administration. Survey will open March 16th. ▪ Opioid Stewardship – workgroup in place to work on ED Bridge program, and Inland Empire Safe Opioid Prescribing ED guidelines.
6. Policy Updates	<ul style="list-style-type: none"> ▪ Policies reviewed weekly by Policy and Procedure committee.
7. Safety & Products	<ul style="list-style-type: none"> ▪ Workplace Violence training is being provided to all BVCHD staff. ▪ Emergency Preparedness committee working with infection prevention regarding infectious disease planning.
8. Education	<ul style="list-style-type: none"> ▪ BLS Classes scheduled monthly, ACLS & PALS scheduled quarterly ▪ 1st Quarter Clinical Skills Day was held.
9. Information Items/Concerns	<ul style="list-style-type: none"> ▪ Working on CAH 2020 annual report. ▪ Annual Culture of Safety Newsletter being printed. ▪ Preparing for annual SCORE survey administration. ▪ Attended Beta HEART workshop. ▪ Attended HASC CNO quarterly meeting.

Respectfully Submitted by: <i>Kerri Jex, CNO</i>	<i>Date: February 29th, 2020</i>

2020 Surgery Report

Jan-20		
Physician	# of Cases	Procedures
Critel - CRNA	1	LESI
Critel - CRNA	1	Femoral Nerve Block
Pautz - DO	2	ORIF Wrist
Pautz - DO	1	Arthroscopy
Pautz - DO	1	Correction Malunion Wrist
Kondal - MD	0	
Joson	0	
Tayani	0	Cataracts
Total	6	
Feb-20		
Physician	# of Cases	Procedures
Critel - CRNA	4	LESI
Critel - CRNA	1	Hip Injection
Critel - CRNA	1	Trigger Points Back/Neck
Pautz - DO	1	Arthroscopic ACL Reconstruction
Pautz - DO	1	Arthroscopic Bankart Repair of Shoulder
Pautz - DO	1	Repair Non-Union Radius
Kondal - MD	0	
Joson	0	
Tayani	6	Cataracts
Total	15	
Mar-20		
Physician	# of Cases	Procedures
Critel - CRNA		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Tayani		
Total	0	

Apr-20		
Physician	# of Cases	Procedures
Critel - CRNA		
Pautz - DO		
Pautz - DO		



CHIEF EXECUTIVE OFFICER REPORT

February 2020

CEO Information:

We are continuing to work out the final contract details for the echocardiogram services. We anticipate taking the agreement to the April Board Meeting.

Staff and Moon & Mayoras met to review the plans for the UCC which is due to open in late Spring. The owner is currently working on installing the new roof & HVAC system.

During a recent health inspection, we were informed that the dietary department had a backflow problem which needs to be fixed immediately. We have obtained a mobile kitchen to feed residents, patients and physicians only. However when the health department came to certify the mobile kitchen it failed inspection and are due to be on site March 11 to re-inspect. We anticipate approximately four to five days to complete repairs.

Joe Tye was on site February 24 through February 26. Mr. Tye provided all day training to managers and there were scheduled session for all employees. We have begun implementing The Pickle Pledge and Self-Empowerment Pledge with staff every morning. The Culture of Ownership Committee is continuing to meet and find new ways to roll out and implement the program.

Riverside Community Hospital will be on site March 13 at 8:30 am with their senior staff. We anticipate a two-hour meeting to include a tour of the district.

BVCHD Auxiliary is conducting a No-Show Gala for a fundraiser. Flyer is attached for further details.

Attachment:

QHR Board Essentials

QHR Board Essentials

Addressing Changes in the Healthcare Landscape



Surprise Medical Billing: Another 2020 National Focus for Healthcare

February 2020

What is Surprise Medical Billing

The term “Surprise Medical Billing” represents patient charges arising when an insured person **inadvertently** receives care from an out of network provider. Surprise bills can arise in an emergency when the patient has no ability to select emergency room, treating physicians, or ambulance providers. Surprise Bills can also arise when a patient receives planned care at an in-network facility, but later finds out that provider(s) treating (i.e. anesthesiologists or radiologists) are not in-network providers. In either case, **the patient is not in a position to choose...** The financial impact, currently for the patient, of these “Surprises” may include a higher co-pay % for the out of network charges, and/or the “balance” between the out of network provider’s full charge and the in network allowed charge (i.e. Balance Billing).

Is Surprise Medical Billing a Major Concern

An estimated

18%

of Emergency room visits in 2017 by people with large employer coverage received at least one out of network charge associated with the visit.

Source: KFF analysis of IBM MarketScan 2017 data

Unexpected Medical Bills, including “Surprise Medical Bills,” lead the list of expenses most Americans worry they would not be able to afford.

Two-thirds of Americans

say they are either “Very Worried” (38%) or “Somewhat Worried” (29%) about being able to afford their own or a family member’s unexpected medical bills.

Source: KFF Health Tracking Poll (conducted August 23-28, 2018)

Nearly 8 in 10 Americans

support legislation to protect people (the patient) from “Surprise Medical Bills.” That support persists no matter what political party. In a recent Kaiser Family Foundation poll, 84% of Democrats, 78% of Independents and 71% of Republicans said they support surprise billing legislation.

Source: KFF Health Tracking Poll (conducted The September 3-8, 2019)



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(Continued)

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Current Regulatory Activity

Three Drafts of Federal Legislation to prevent surprise medical bills are moving through Congress with bipartisan support. There is **complete agreement** on the following key objective:

The Patient is held harmless...the Insurance Plan must cover out of network Provider services as though it were in-network, and Providers may not charge the patient more than the in-network cost sharing amount.

The key element that is **highly contentious** in the three current proposed bills is the following issue:

How much will the Insurance Plan pay the out of network Provider?

Option 1: The Insurance Plan pays the Provider the Median in-network payment rate. This is the option favored by the Insurance Industry.

Option 2: An “Independent Dispute Resolution” (IDR) process arbitrates the payment rate. This is the option favored by Providers.

The Insurance Industry is warning the public and politicians, that if their costs of coverage for out of network providers increase substantially, then these costs must be passed on to covered lives via future higher premiums and larger cost sharing requirements. In Rural America, this could force some Insurance Plans out of the market due to financially prohibitive patient costs.

The Provider Community is warning the public and politicians, that if their reimbursement for services as out of network providers decreases substantially, then the lost income must be passed on to the Hospitals through increased subsidies. In Rural America, this will add a greater financial burden to an already fragile hospital, and it could impact the scope of services provided.

Advice for the Hospital

Determine the current “Health Insurance Plan in-network/out of network status” for each of the following Providers that support your hospital...to measure “Surprise Billing” potential for patients in the Primary and Secondary Service Area, and to quantify current subsidy arrangements:

- i. Emergency Room Physicians
- ii. Hospitalists
- iii. Radiologists
- iv. Pathologists
- v. Anesthesiologists
- vi. Any other “hospital based” specialty providers

Determine the degree to which the health insurance coverage options for your employees are susceptible to “Surprise Billing” events and the estimated cost of current “Surprise Billing” issues to both the employees and to the hospital health insurance benefit costs.

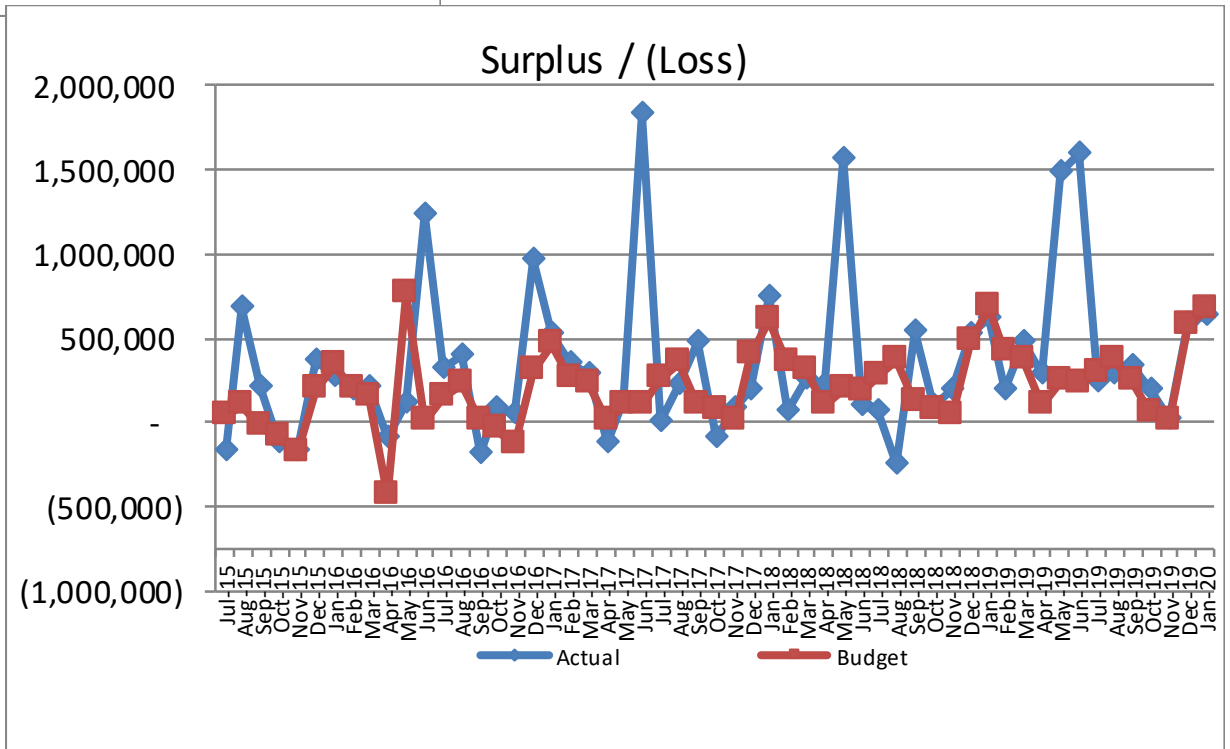
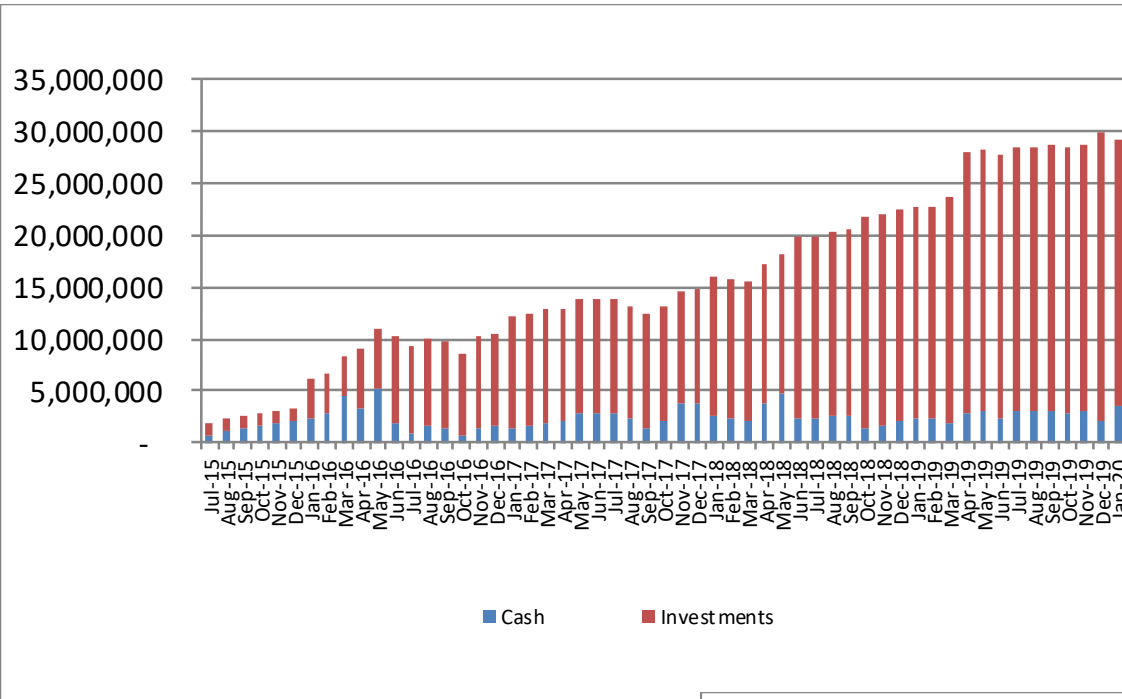
As always, your QHR representatives stand ready to assist as needed.



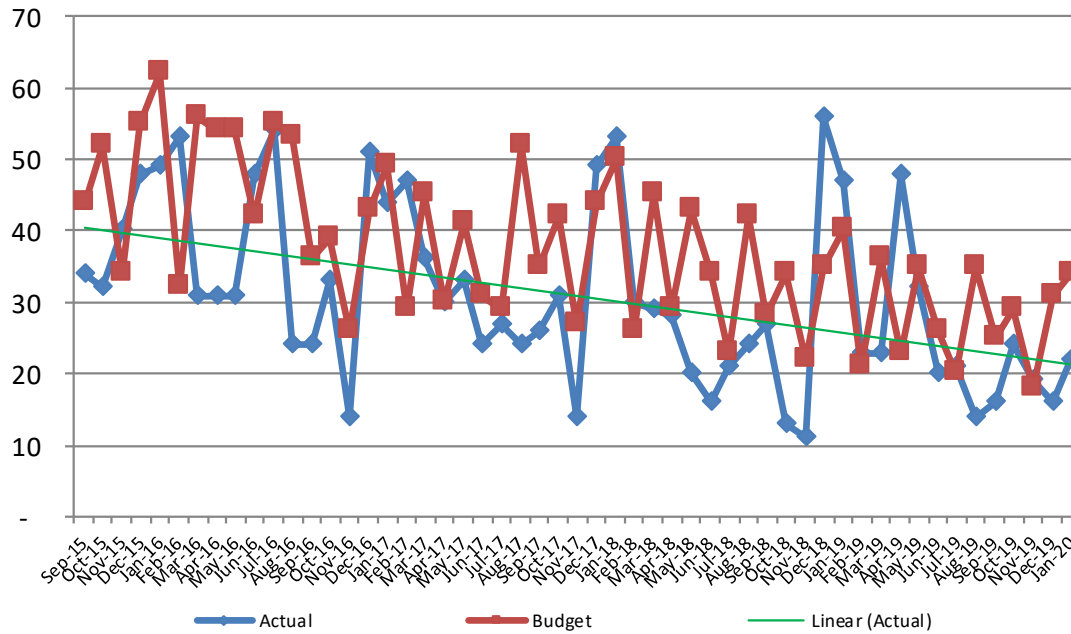
Finance Report
January 2020 Results

Summary for January 2020

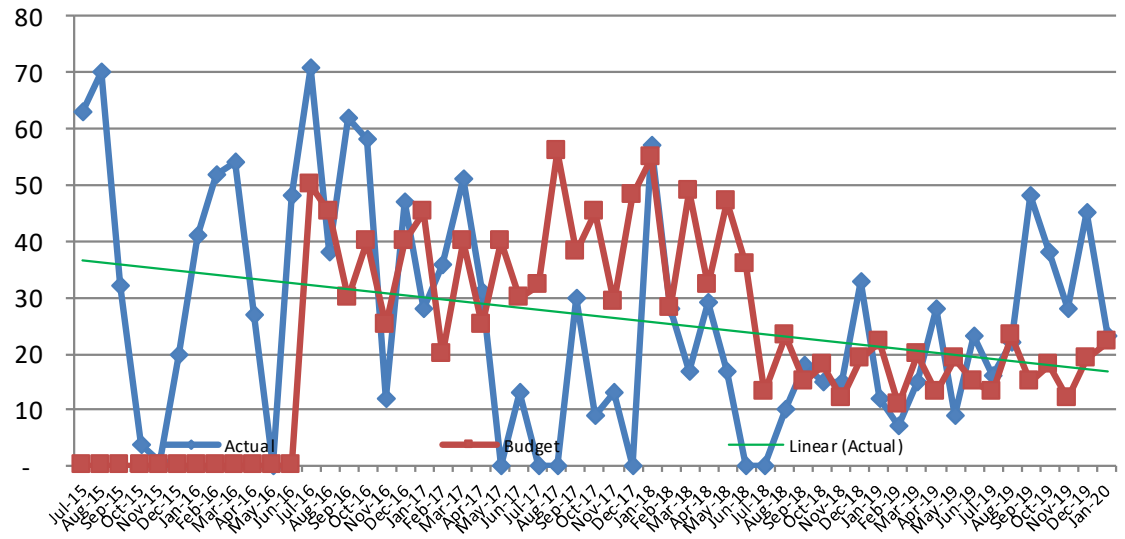
- Cash on hand \$ 3,446,639
Investments \$25,702,939
- Days Cash on hand, including investments with LAIF – 424
- Surplus of \$634,405 for the month was under budget by \$26,837
- Total Patient Revenue was under Budget by 0.1% for the month
- Net Patient Revenue was 2.1% over budget.
- Total Expenses were 1.9% higher than budget

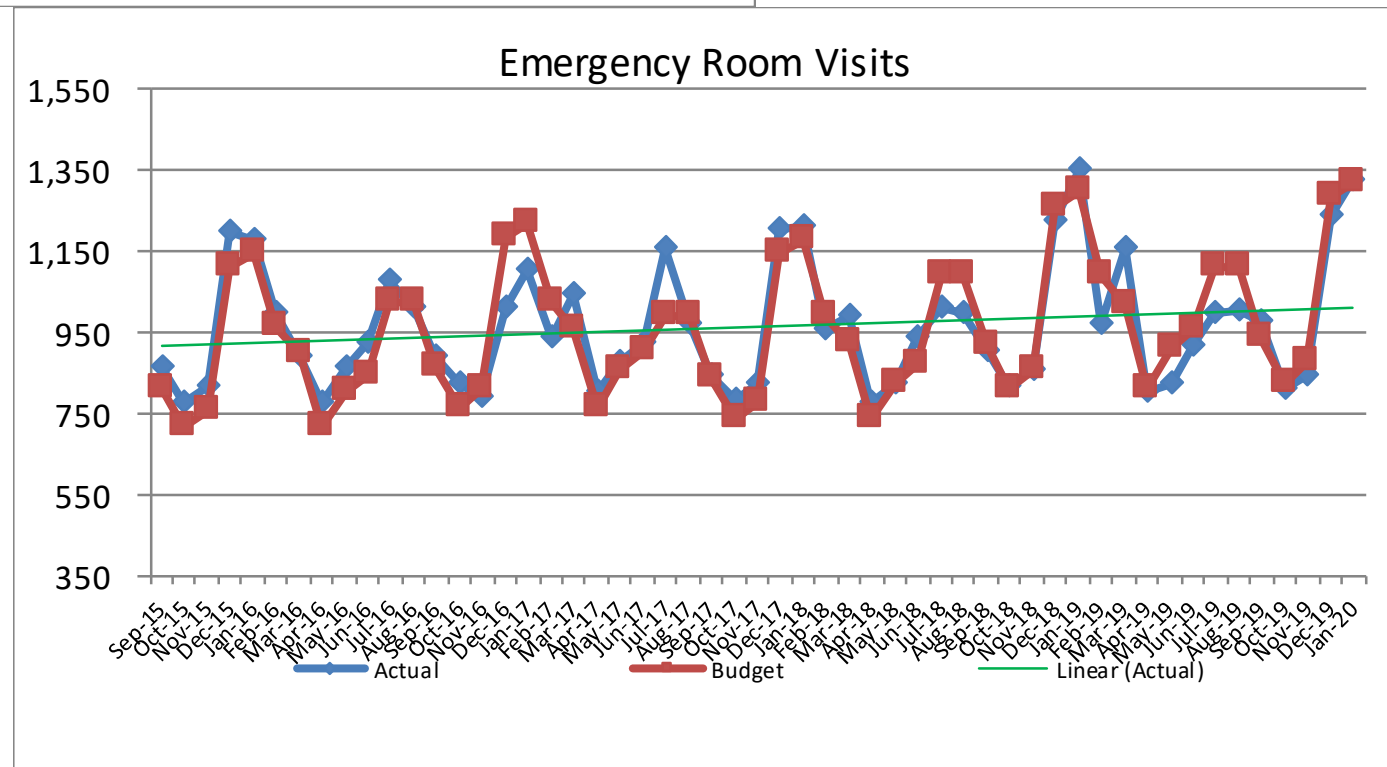
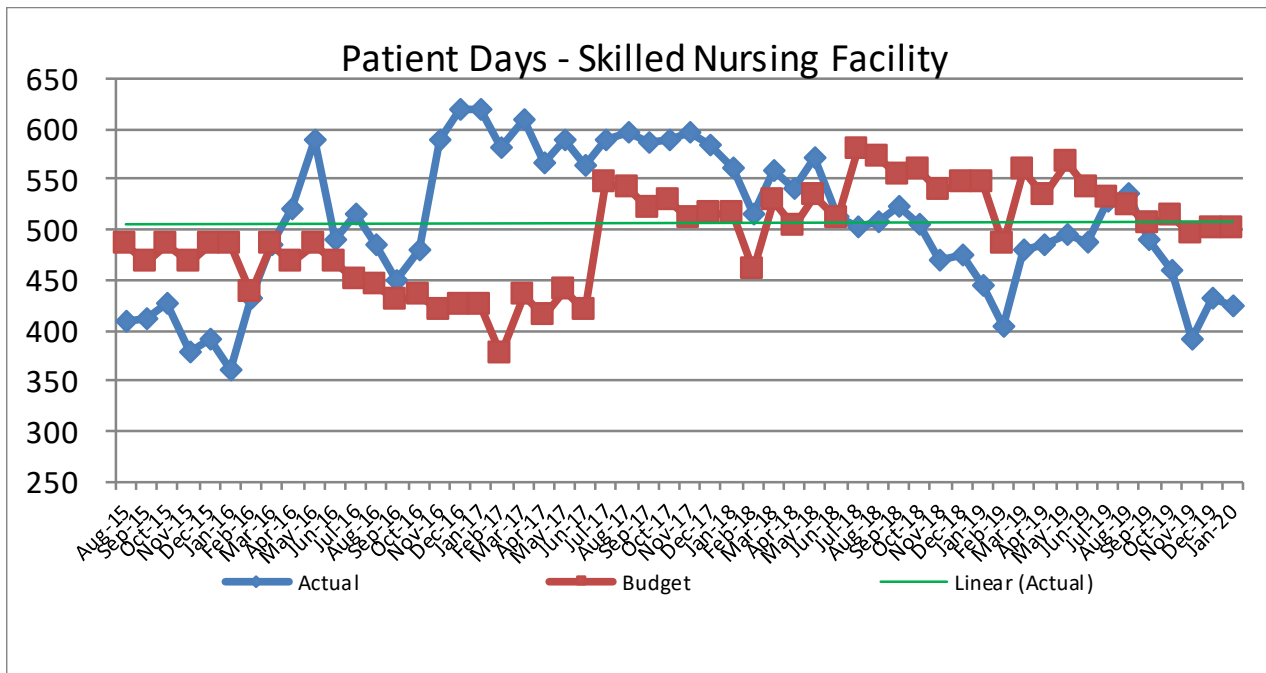


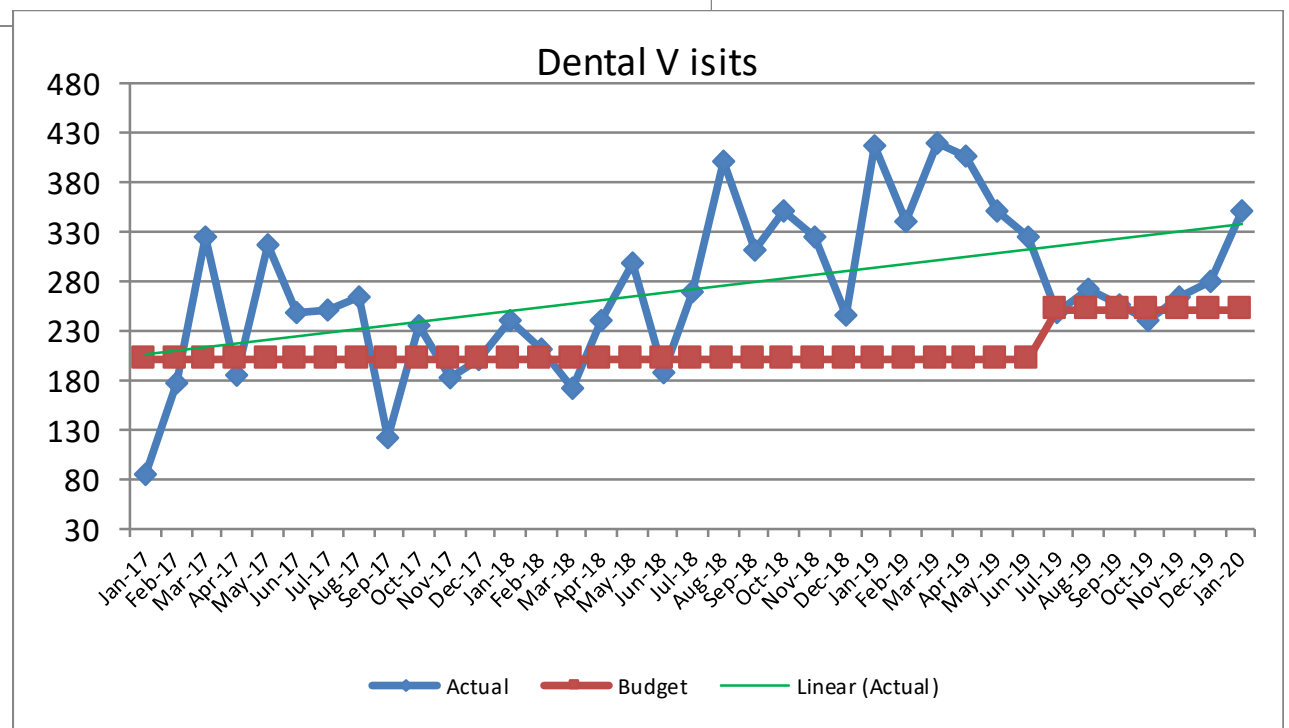
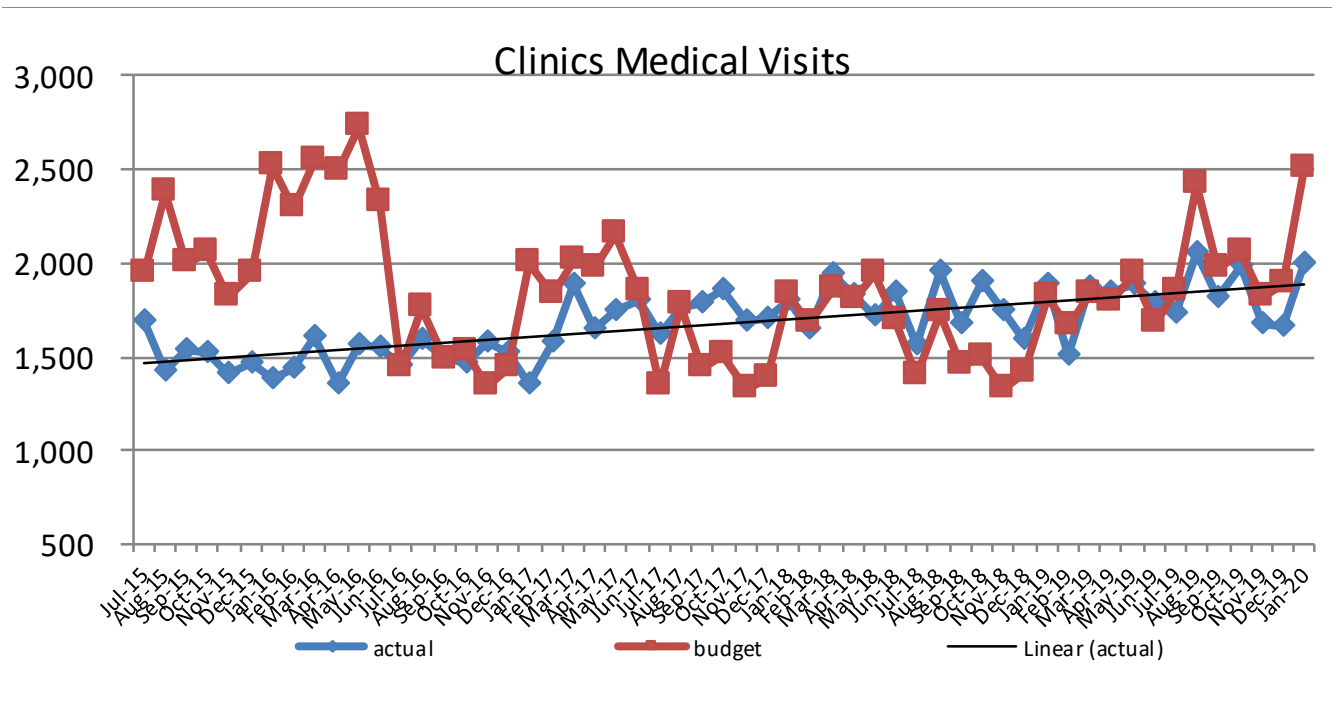
Patient Days - Acute

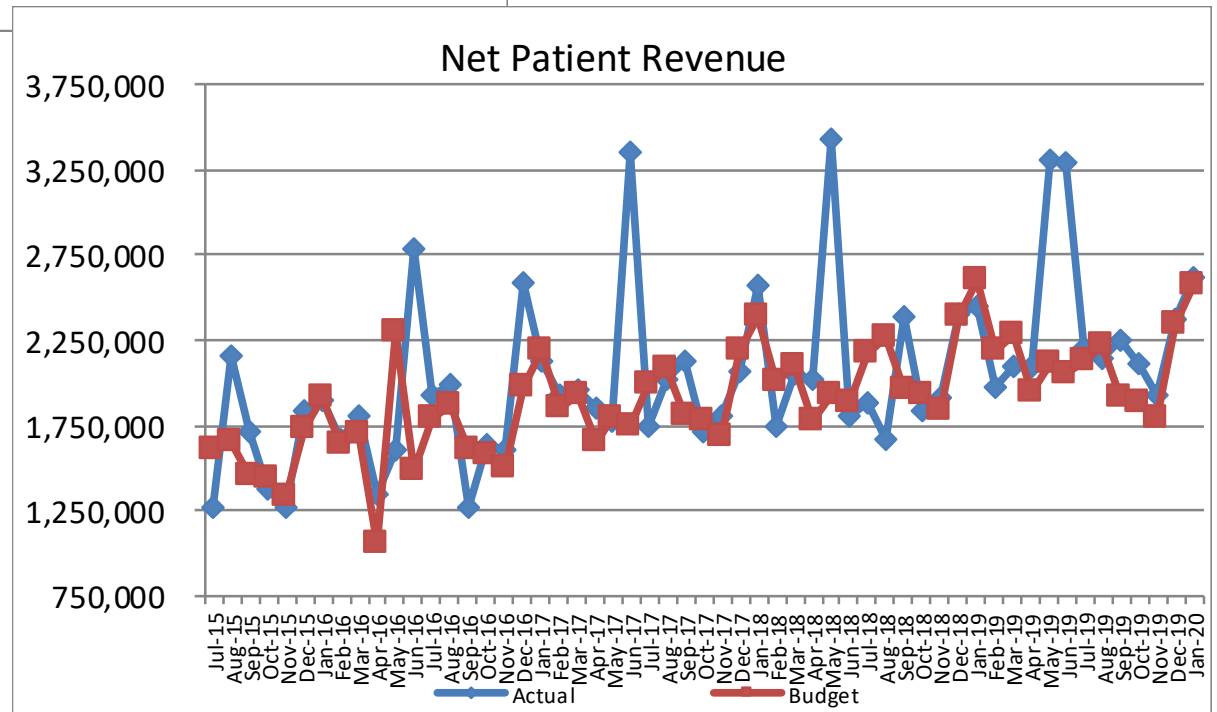
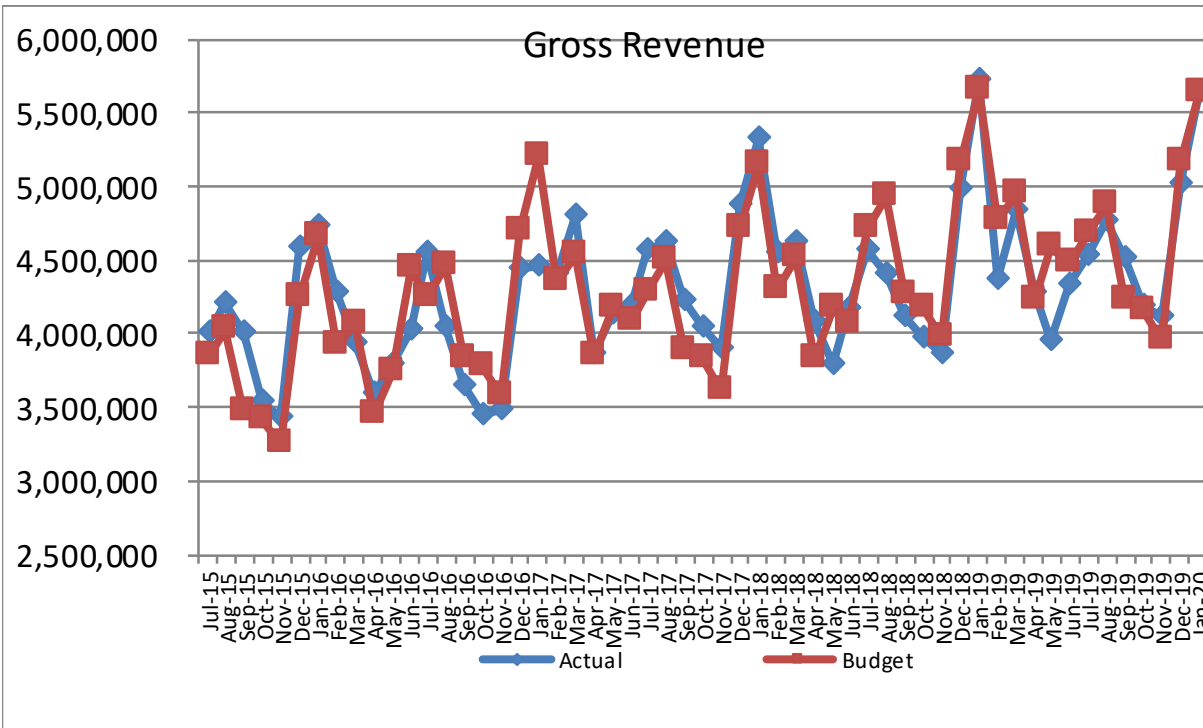


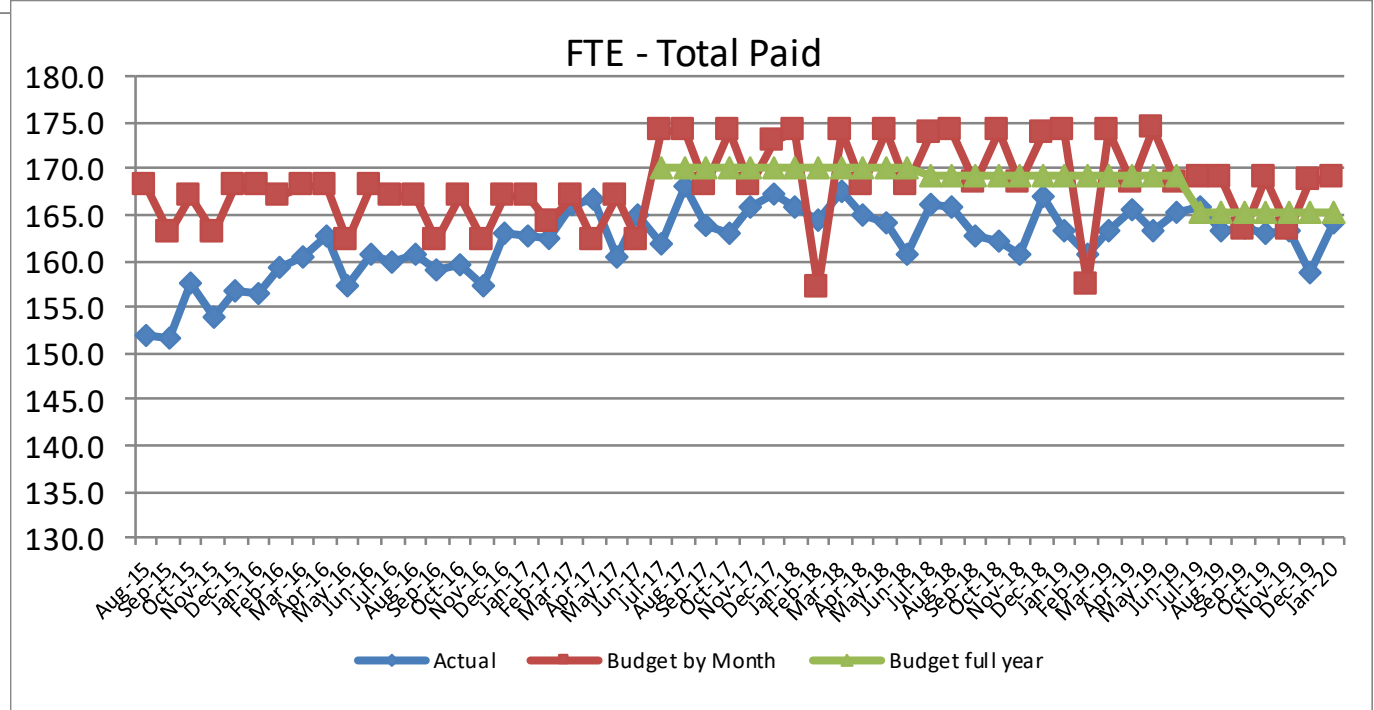
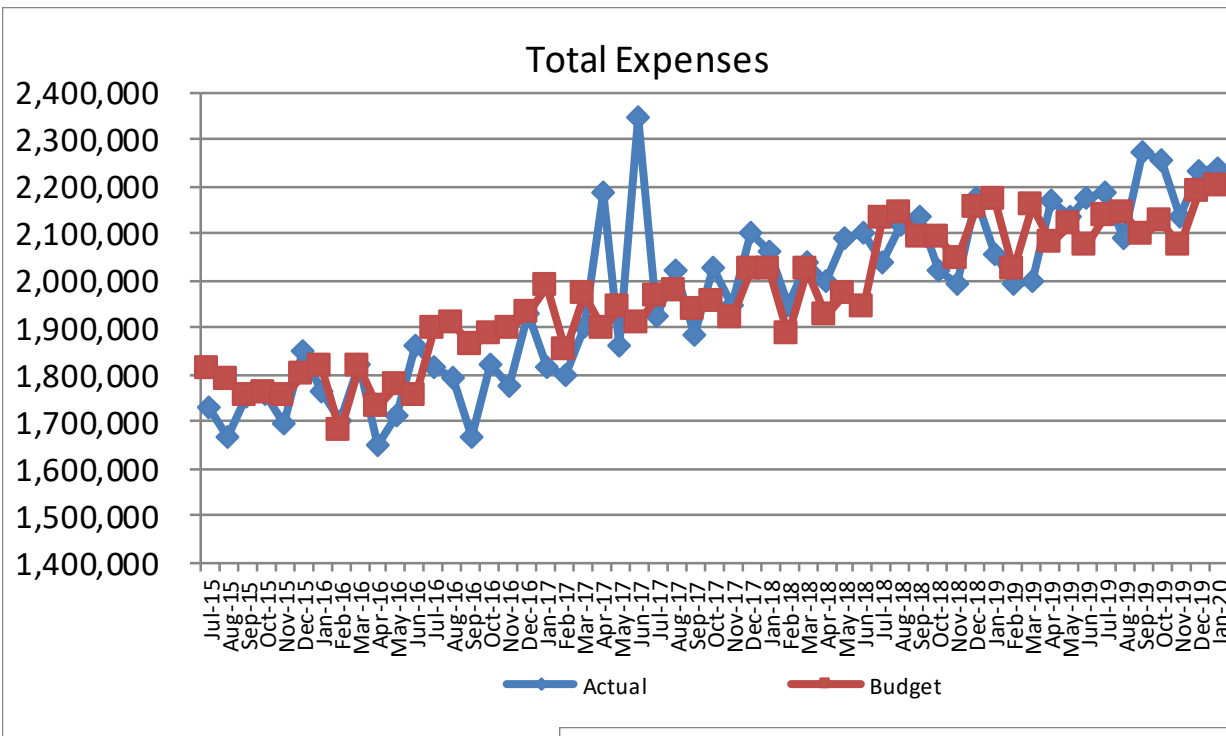
Patient Days - Swing



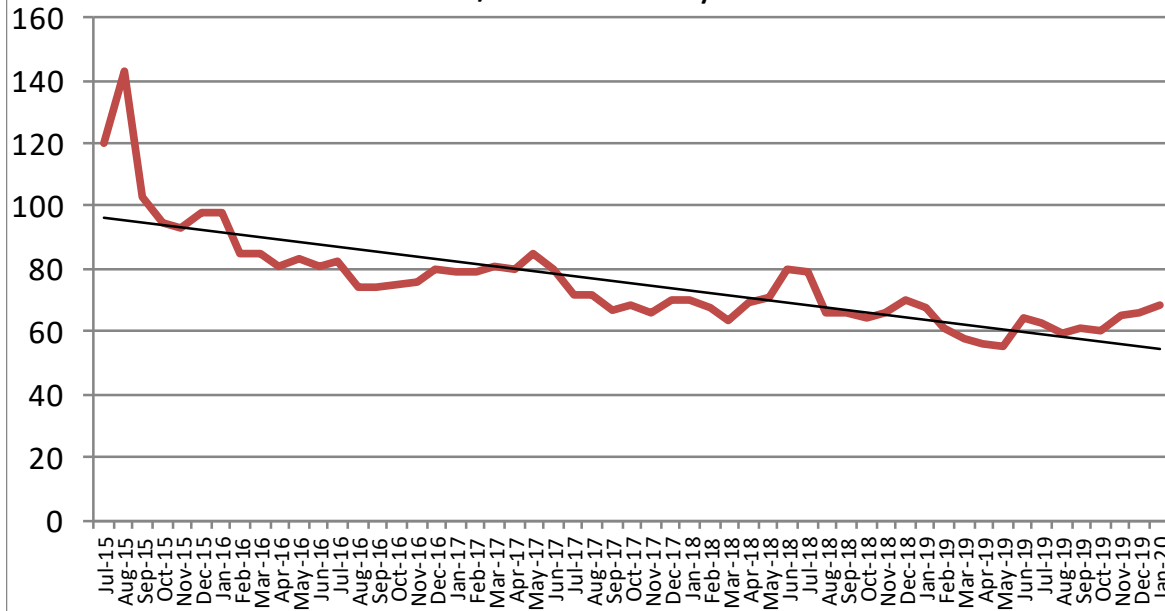




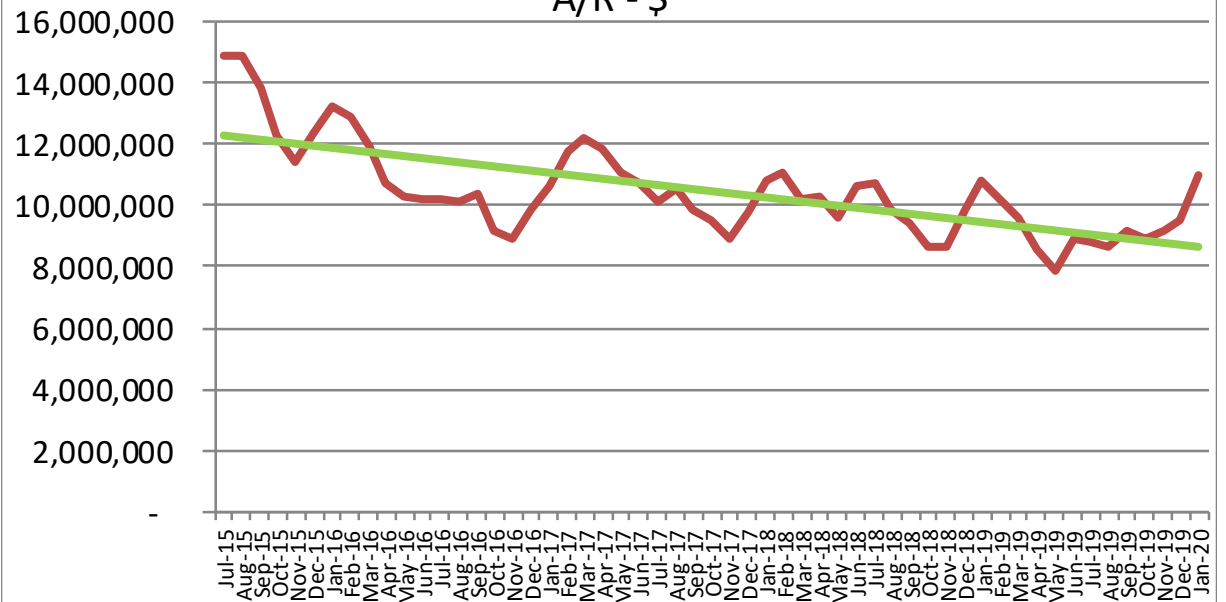




A/R - Gross Days



A/R - \$





January 2020 Financial Results

For the month . . .

Total Patient Revenue for January 2020 was \$5,623,921 - this was \$7,526 or 0.1% lower than budget. Emergency Room revenue was 5.9% over budget. Other categories of patient revenue were under budget for the month.

Revenue deductions of \$2,999,071 were lower than budget by 2.0%.

Total Operating Revenue of \$2,664,471 was \$5,038 or 0.2% more than budget.

Total Expenses of \$2,239,883 were 1.9% higher than budget.

Our surplus for the month of January 2020 was \$634,405. This was \$26,837 lower than the budgeted amount for the month.

Our Operating Cash and Investments total \$29,149,578 as of the end of month. Total days cash on hand as of the end of January 2020 are 424.

Key Statistics

Acute patient days of 22 were 65% of the budgeted number of 34. Swing days of 23 were 5% more than the budgeted number. Skilled Nursing Facility days of 423 were 15% lower than budget – our Average Daily Census was 13.7. ER Visits of 1,323 were 0.1% higher than budget. Clinics Medical visits were under budget while Dental visits were over budget.

FTE (Full Time Equivalents) continue to run under budget.

Year To Date - Through the first 7 months of our Fiscal Year

Total Patient Revenue is 0.2% higher than budget

Total Operating Revenue is 2.7% higher than budget

Total Operating Expenses are 2.7% more than budget

Our Surplus of \$2,358,562 is \$175,863 more than budget, and \$572,632 more than the first 6 months of last year

Bear Valley Community Healthcare District
Financial Statements January 31, 2020

Financial Highlights—Hospital
STATEMENT OF OPERATIONS

	Current Month					Year-to-Date				
	A	B	C	D	E	F	G	H	I	J
	FY 18/19	FY 19/20		VARIANCE		FY 18/19	FY 19/20		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
1 Total patient revenue	5,718,867	5,623,921	5,631,447	(7,526)	-0.1%	31,642,491	32,747,197	32,671,015	76,182	0.2%
2 Total revenue deductions	3,262,236	2,999,071	3,060,740	(61,669)	-2.0%	17,076,012	17,097,223	17,814,405	(717,181)	-4.0%
3 % Deductions	57%	53%	54%			54%	52%	55%		
4 Net Patient Revenue	2,456,631	2,624,850	2,570,707	54,143	2.1%	14,566,478	15,649,974	14,856,610	793,363	5.3%
5 % Net to Gross	43%	47%	46%			46%	48%	45%		
6 Other Revenue	22,846	39,621	88,726	(49,105)	-55.3%	238,376	245,069	620,492	(375,423)	-60.5%
7 Total Operating Revenue	2,479,478	2,664,471	2,659,433	5,038	0.2%	14,804,854	15,895,043	15,477,102	417,940	2.7%
8 Total Expenses	2,055,222	2,239,883	2,198,388	41,495	1.9%	14,532,841	15,351,842	14,945,782	406,060	2.7%
9 % Expenses	36%	40%	39%			46%	47%	46%		
10 Surplus (Loss) from Operations	424,256	424,588	461,045	(36,457)	7.9%	272,013	543,200	531,320	11,880	-2.2%
11 % Operating margin	7%	8%	8%			1%	2%	2%		
12 Total Non-operating	191,673	209,817	200,197	9,620	4.8%	1,513,917	1,815,362	1,651,379	163,983	9.9%
13 Surplus/(Loss)	615,929	634,405	661,242	(26,837)	4.1%	1,785,929	2,358,562	2,182,699	175,863	-8.1%
14 % Total margin	11%	11%	12%			6%	7%	7%		

BALANCE SHEET

	A	B	C	D	E
	January	January	December		
	FY 18/19	FY 19/20	FY 19/20	VARIANCE	
				Amount	%
15 Gross Accounts Receivables	9,822,780	10,999,333	9,512,758	1,486,575	15.6%
16 Net Accounts Receivables	3,702,342	3,693,174	3,014,176	678,998	22.5%
17 % Net AR to Gross AR	38%	34%	32%		
18 Days Gross AR	67.9	68.6	65.7	2.9	4.4%
19 Cash Collections	1,928,722	1,770,743	1,981,049	(210,306)	-10.6%
20 Settlements/IGT Transactions	46,276	68,094	159,520	(91,427)	-57.3%
21 Investments	20,377,496	25,702,939	27,602,939	(1,900,000)	-6.9%
22 Cash on hand	2,337,966	3,446,639	2,131,639	1,315,000	61.7%
23 Total Cash & Invest	22,715,462	29,149,578	29,734,578	(585,000)	-2.0%
24 Days Cash & Invest	349	424	434	(9)	-2.2%
Total Cash and Investments	22,715,462	29,149,578			
Increase Current Year vs. Prior Year		6,434,116			

Bear Valley Community Healthcare District
Financial Statements January 31, 2020

Statement of Operations

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 18/19	FY 19/20		VARIANCE		FY 18/19	FY 19/20		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
Gross Patient Revenue										
1 Inpatient	240,009	120,961	162,393	(41,432)	-25.5%	1,039,903	890,696	922,797	(32,101)	-3.5%
2 Outpatient	956,387	962,354	1,028,696	(66,342)	-6.4%	6,213,084	5,995,758	6,327,200	(331,442)	-5.2%
3 Clinic Revenue	423,555	406,820	489,217	(82,397)	-16.8%	2,662,817	2,654,049	3,006,063	(352,014)	-11.7%
4 Emergency Room	3,900,570	3,945,671	3,724,117	221,554	5.9%	20,190,195	21,759,955	20,840,434	919,521	4.4%
5 Skilled Nursing Facility	198,345	188,116	227,024	(38,908)	-17.1%	1,536,493	1,446,739	1,574,522	(127,783)	-8.1%
6 Total patient revenue	5,718,867	5,623,921	5,631,447	(7,526)	-0.1%	31,642,491	32,747,197	32,671,015	76,182	0.2%
Revenue Deductions										
7 Contractual Allow	3,071,420	2,874,983	2,722,247	152,736	5.6%	15,951,686	16,288,059	15,850,622	437,437	2.8%
8 Contractual Allow PY	(200,000)	(175,000)	-	(175,000)	#DIV/0!	(1,443,374)	(1,199,101)	-	(1,199,101)	#DIV/0!
9 Charity Care	8,429	1,264	15,128	(13,864)	-91.6%	89,059	97,387	87,766	9,621	11.0%
10 Administrative	34,502	6,845	18,434	(11,589)	-62.9%	78,951	29,910	106,947	(77,037)	-72.0%
11 Policy Discount	14,346	20,282	16,472	3,810	23.1%	93,296	107,618	95,563	12,055	12.6%
12 Employee Discount	4,480	2,443	6,887	(4,444)	-64.5%	40,801	27,567	39,956	(12,389)	-31.0%
13 Bad Debts	199,876	178,933	281,572	(102,640)	-36.5%	1,411,510	1,222,777	1,633,551	(410,774)	-25.1%
14 Denials	177,395	89,322	-	89,322	#DIV/0!	854,083	523,007	-	523,007	#DIV/0!
15 Total revenue deductions	3,262,236	2,999,071	3,060,740	(61,669)	-2.0%	17,076,012	17,097,223	17,814,405	(717,181)	-4.0%
16 Net Patient Revenue	2,456,631	2,624,850	2,570,707	54,143	2.1%	14,566,478	15,649,974	14,856,610	793,363	5.3%
gross revenue including Prior Year Contractual Allowances as a percent to gross revenue WO PY and Other CA	40.2%	40.2%		40.2%		40.2%	447.4%	447.4%	0.0%	
	39.2%	39.2%		39.2%		39.2%	437.2%	437.2%	0.0%	
17 Other Revenue	22,846	39,621	88,726	(49,105)	-55.3%	238,376	245,069	620,492	(375,423)	-60.5%
18 Total Operating Revenue	2,479,478	2,664,471	2,659,433	5,038	0.2%	14,804,854	15,895,043	15,477,102	417,940	2.7%
Expenses										
19 Salaries	840,561	988,418	887,847	100,571	11.3%	6,110,361	6,459,130	6,157,163	301,967	4.9%
20 Employee Benefits	302,442	323,736	333,556	(9,820)	-2.9%	1,944,455	2,177,387	2,259,850	(82,463)	-3.6%
21 Registry	40,416	-	-	-	#DIV/0!	70,390	5,100	-	5,100	#DIV/0!
22 Salaries and Benefits	1,183,419	1,312,154	1,221,403	90,751	7.4%	8,125,206	8,641,617	8,417,013	224,604	2.7%
23 Professional fees	161,432	185,534	207,812	(22,278)	-10.7%	1,208,518	1,241,598	1,381,454	(139,857)	-10.1%
24 Supplies	140,504	135,836	160,029	(24,193)	-15.1%	938,256	1,122,812	1,009,828	112,984	11.2%
25 Utilities	48,318	40,144	48,259	(8,115)	-16.8%	304,688	297,285	321,481	(24,196)	-7.5%
26 Repairs and Maintenance	24,908	68,000	47,756	20,244	42.4%	207,308	413,715	333,694	80,021	24.0%
27 Purchased Services	306,457	308,153	330,142	(21,989)	-6.7%	2,524,143	2,245,034	2,202,656	42,378	1.9%
28 Insurance	28,560	31,515	30,917	598	1.9%	198,568	221,156	216,419	4,737	2.2%
29 Depreciation	81,905	83,739	78,725	5,014	6.4%	546,253	582,905	551,075	31,830	5.8%
30 Rental and Leases	11,158	12,201	12,370	(169)	-1.4%	78,782	85,490	86,590	(1,100)	-1.3%
32 Dues and Subscriptions	5,866	5,113	6,488	(1,375)	-21.2%	43,947	41,161	45,416	(4,255)	-9.4%
33 Other Expense	62,705	57,496	54,487	3,009	5.5%	357,172	459,070	380,156	78,914	20.8%
34 Total Expenses	2,055,222	2,239,883	2,198,388	41,495	1.9%	14,532,841	15,351,842	14,945,782	406,060	2.7%
35 Surplus (Loss) from Operations	424,256	424,588	461,045	(36,457)	7.9%	272,013	543,200	531,320	11,880	-2.2%
Non-Operating Income										
37 Tax Revenue	184,244	201,917	201,917	-	0.0%	1,289,708	1,413,419	1,413,419	-	0.0%
38 Other non-operating	15,000	15,000	5,750	9,250	160.9%	59,095	147,743	40,250	107,493	267.1%
Interest Income	85	432	100	332	331.9%	218,625	307,065	250,700	56,365	22.5%
Interest Expense	(7,655)	(7,532)	(7,570)	38	-0.5%	(53,511)	(52,865)	(52,990)	125	-0.2%
IGT Expense	-	-	-	-	#DIV/0!	-	-	-	-	#DIV/0!
39 Total Non-operating	191,673	209,817	200,197	9,620	4.8%	1,513,917	1,815,362	1,651,379	163,983	9.9%
40 Surplus/(Loss)	615,929	634,405	661,242	(26,837)	4.1%	1,785,929	2,358,562	2,182,699	175,863	-8.1%

**Bear Valley Community Healthcare District
Financial Statements**

Current Year Trending Statement of Operations

A Statement of Operations—CURRENT YEAR 2020

	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	132,376	109,683	117,618	135,332	113,846	160,880	120,961						890,696
2 Outpatient	852,704	893,759	883,248	900,575	788,445	714,674	962,354						5,995,758
3 Clinic	369,855	413,535	386,658	398,761	339,831	338,589	406,820						2,654,049
4 Emergency Room	2,937,844	3,116,633	2,904,860	2,531,862	2,687,022	3,636,063	3,945,671						21,759,955
5 Skilled Nursing Facility	234,536	237,879	218,184	212,481	187,257	168,287	188,116						1,446,739
6 Total patient revenue	4,527,315	4,771,490	4,510,568	4,179,010	4,116,401	5,018,492	5,623,921	-	-	-	-	-	32,747,197
Revenue Deductions	C/A	0.45	0.53	0.47	0.48	0.56	0.48	0.51	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.50
7 Contractual Allow	2,048,634	2,523,579	2,128,363	1,986,465	2,300,777	2,425,259	2,874,983						16,288,059
8 Contractual Allow PY	(100,000)	(150,040)	(150,000)	(150,000)	(299,061)	(175,000)	(175,000)						(1,199,101)
9 Charity Care	21,771	10,036	2,177	5,803	17,447	38,889	1,264						97,387
10 Administrative	9,113	(337)	5,344	3,687	5,190	68	6,845						29,910
11 Policy Discount	11,209	16,516	14,783	15,253	13,132	16,444	20,282						107,618
12 Employee Discount	7,850	3,870	1,620	6,914	2,302	2,568	2,443						27,567
13 Bad Debts	262,975	160,654	203,254	98,670	64,994	253,297	178,933						1,222,777
14 Denials	56,797	58,918	53,258	96,348	82,780	85,583	89,322						523,007
15 Total revenue deductions	2,318,349	2,623,196	2,258,799	2,063,140	2,187,561	2,647,107	2,999,071	-	-	-	-	-	17,097,223
16 Net Patient Revenue	2,208,966	2,148,293	2,251,769	2,115,870	1,928,841	2,371,385	2,624,850	-	-	-	-	-	15,649,974
net / tot pat rev	48.8%	45.0%	49.9%	50.6%	46.9%	47.3%	46.7%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	47.8%
17 Other Revenue	4,070	26,718	4,820	140,781	3,687	25,372	39,621						245,069
18 Total Operating Revenue	2,213,036	2,175,012	2,256,589	2,256,651	1,932,528	2,396,757	2,664,471	-	-	-	-	-	15,895,043
Expenses													
19 Salaries	909,799	920,881	905,534	902,906	917,246	914,346	988,418						6,459,130
20 Employee Benefits	314,164	285,924	374,193	257,931	315,932	305,507	323,736						2,177,387
21 Registry	-	-	-	4,380	720	-	-						5,100
22 Salaries and Benefits	1,223,962	1,206,805	1,279,728	1,165,217	1,233,898	1,219,853	1,312,154	-	-	-	-	-	8,641,617
23 Professional fees	227,413	134,001	176,263	176,896	166,751	174,740	185,534						1,241,598
24 Supplies	157,037	146,720	158,949	174,312	172,298	177,659	135,836						1,122,812
25 Utilities	45,550	47,425	46,842	40,886	40,122	36,316	40,144						297,285
26 Repairs and Maintenance	38,865	29,353	29,812	135,968	33,995	77,722	68,000						413,715
27 Purchased Services	302,946	319,068	323,112	365,076	283,943	342,734	308,153						2,245,034
28 Insurance	32,000	31,410	31,548	31,515	31,515	31,653	31,515						221,156
29 Depreciation	82,105	82,105	83,739	83,739	83,739	83,739	83,739						582,905
30 Rental and Leases	12,010	11,891	12,918	10,463	10,466	15,541	12,201						85,490
32 Dues and Subscriptions	7,130	5,446	5,785	5,299	6,116	6,272	5,113						41,161
33 Other Expense	56,525	72,916	73,560	64,758	70,355	63,462	57,496						459,070
34 Total Expenses	2,185,543	2,087,141	2,222,256	2,254,129	2,133,199	2,229,691	2,239,883	-	-	-	-	-	15,351,842
Surplus (Loss) from Operations	27,492	87,870	34,333	2,522	(200,671)	167,066	424,588	-	-	-	-	-	543,200
Non-Operating Income													
37 Tax Revenue	201,917	201,917	201,917	201,917	201,917	201,917	201,917						1,413,419
38 Other non-operating	25,040	9,000	20	40	23,603	75,040	15,000						147,743
Interest Income	300	286	156,148	212	190	149,497	432						307,065
Interest Expense	(7,711)	(7,590)	(7,541)	(7,540)	(7,513)	(7,438)	(7,532)						(52,865)
IGT Expense	-	-	-	-	-	-	-						-
39 Total Non-operating	219,546	203,612	350,544	194,629	218,196	419,017	209,817	-	-	-	-	-	1,815,362
40 Surplus/(Loss)	247,038	291,483	384,877	197,151	17,526	586,082	634,405	-	-	-	-	-	2,358,562

2019-20 Actual BS

BALANCE SHEET

Includes Final Entries 6-30-19

	PY						
	July	Aug	Sept	Oct	Nov	Dec	Jan June
ASSETS:							
Current Assets							
Cash and Cash Equivalents (Includes CD's)	2,992,558	3,178,108	3,141,519	2,853,286	3,058,371	2,131,639	2,406,940
Gross Patient Accounts Receivable	8,667,951	8,621,871	9,149,724	8,858,810	9,128,887	9,511,803	8,792,362
Less: Reserves for Allowances & Bad Debt	5,919,643	5,911,721	6,297,145	6,112,108	6,276,611	6,497,627	5,906,428
Net Patient Accounts Receivable	2,748,308	2,710,149	2,852,579	2,746,702	2,852,276	3,014,176	2,885,934
Tax Revenue Receivable	2,423,000	2,423,000	2,423,000	2,423,000	2,040,789	1,100,642	46,556
Other Receivables	90,680	126,745	113,997	605,220	-118,588	-87,096	80,710
Inventories	130,378	130,687	123,077	117,611	124,523	132,932	136,982
Prepaid Expenses	420,319	422,235	425,830	473,165	415,216	397,410	406,467
Due From Third Party Payers	0	0					
Due From Affiliates/Related Organizations	0	0					
Other Current Assets	0	0					
Total Current Assets	8,805,242	8,990,924	9,080,003	9,218,984	8,372,587	6,689,703	5,963,589
Assets Whose Use is Limited							
Investments	25,298,992	25,298,992	25,454,833	25,454,833	25,454,833	27,602,939	25,298,992
Other Limited Use Assets	144,375	144,375	144,375	144,375	144,375	144,375	144,375
Total Limited Use Assets	25,443,367	25,443,367	25,599,208	25,599,208	25,599,208	27,747,314	25,443,367
Property, Plant, and Equipment							
Land and Land Improvements	570,615	570,615	570,615	570,615	570,615	570,615	570,615
Building and Building Improvements	10,063,006	10,087,902	10,105,802	10,110,802	10,110,802	10,110,802	10,063,006
Equipment	12,367,216	12,390,920	12,483,917	12,555,150	12,624,831	12,677,717	12,365,728
Construction In Progress	220,454	221,354	221,354	221,886	221,886	233,163	220,454
Capitalized Interest							
Gross Property, Plant, and Equipment	23,221,290	23,270,791	23,381,687	23,458,453	23,528,134	23,592,297	23,219,802
Less: Accumulated Depreciation	14,657,536	14,739,641	14,823,380	14,907,119	14,990,857	15,074,596	14,575,430
Net Property, Plant, and Equipment	8,563,754	8,531,150	8,558,308	8,551,334	8,537,277	8,517,700	8,644,372
TOTAL UNRESTRICTED ASSETS	42,812,363	42,965,441	43,237,518	43,369,526	42,509,072	42,954,717	40,051,328
Restricted Assets	0	0	0	0	0	0	0
TOTAL ASSETS	42,812,363	42,965,441	43,237,518	43,369,526	42,509,072	42,954,717	40,051,328

2019-20 Actual BS

BALANCE SHEET

Includes Final Entries 6-30-19

LIABILITIES:

BALANCE SHEET								PY
Includes Final Entries 6-30-19								
	July	Aug	Sept	Oct	Nov	Dec	Jan	June
LIABILITIES:								
Current Liabilities								
Accounts Payable	1,109,879	948,094	1,080,601	1,024,845	1,022,614	968,794	922,502	922,125
Notes and Loans Payable								
Accrued Payroll	814,113	894,578	1,021,042	1,105,147	666,489	886,860	889,329	733,342
Patient Refunds Payable								
Due to Third Party Payers (Settlements)	3,279,267	3,416,509	3,287,677	3,388,603	3,145,949	3,118,768	3,007,599	3,311,092
Advances From Third Party Payers								
Current Portion of Def Rev - Txs,	2,256,083	2,054,166	1,852,249	1,655,332	1,453,415	1,251,498	1,049,581	35,000
Current Portion - LT Debt	35,000	35,000	35,000	40,000	40,000	40,000	40,000	35,000
Current Portion of AB915								
Other Current Liabilities (Accrued Interest & Accrued Other)	15,339	22,930	30,471	37,971	45,451	7,560	15,092	7,689
Total Current Liabilities	7,509,682	7,371,277	7,307,040	7,251,897	6,373,917	6,273,481	5,924,104	5,044,247
Long Term Debt								
USDA Loan	2,860,000	2,860,000	2,860,000	2,855,000	2,855,000	2,815,000	2,815,000	2,860,000
Leases Payable	0	0	0	0	0	0	0	0
Less: Current Portion Of Long Term Debt	35,000	35,000	35,000	40,000	40,000	40,000	40,000	35,000
Total Long Term Debt (Net of Current)	2,825,000	2,825,000	2,825,000	2,815,000	2,815,000	2,775,000	2,775,000	2,825,000
Other Long Term Liabilities								
Deferred Revenue	0	0	0	0	0	0	0	0
Other	0	0	0	0	0			
Total Other Long Term Liabilities	0	0	0	0	0	0	0	0
TOTAL LIABILITIES	10,334,682	10,196,277	10,132,040	10,066,897	9,188,917	9,048,481	8,699,104	7,869,248
Fund Balance								
Unrestricted Fund Balance	32,230,643	32,230,643	32,182,080	32,182,080	32,182,080	32,182,080	32,182,080	24,871,960
Temporarily Restricted Fund Balance	0	0				0		
Equity Transfer from FRHG	0	0				0		
Net Revenue/(Expenses)	247,038	538,521	923,398	1,120,549	1,138,075	1,724,157	2,358,562	7,310,120
TOTAL FUND BALANCE	32,477,681	32,769,164	33,105,478	33,302,629	33,320,154	33,906,237	34,540,642	32,182,080
TOTAL LIABILITIES & FUND BALANCE	42,812,363	42,965,441	43,237,518	43,369,526	42,509,072	42,954,717	43,239,745	40,051,328

Units of Service												
For the period ending: January 31, 2020												
31							215					
Current Month							Bear Valley Community Hospital					
							Year-To-Date					
Jan-20	Jan-19	Actual	-Budget	Act.-Act.				Jan-20	Jan-19	Actual	-Budget	Act.-Act.
Actual	Budget	Actual	Variance	Var %	Var %				Actual	Budget	Variance	Var %
22	34	47	(12)	-35.3%	-53.2%	Med Surg Patient Days	220	192	199	28	14.6%	10.6%
23	22	12	1	4.5%	91.7%	Swing Patient Days	132	122	103	10	8.2%	28.2%
423	500	445	(77)	-15.4%	-4.9%	SNF Patient Days	3,258	3,566	3,426	(308)	-8.6%	-4.9%
468	556	504	(88)	-15.8%	-7.1%	Total Patient Days	3,610	3,880	3,728	(270)	-7.0%	-3.2%
10	14	17	(4)	-28.6%	-41.2%	Acute Admissions	58	98	83	(40)	-40.8%	-30.1%
13	14	16	(1)	-7.1%	-18.8%	Acute Discharges	58	98	81	(40)	-40.8%	-28.4%
1.7	2.4	2.9	(0.7)	-30.3%	-42.4%	Acute Average Length of Stay	3.8	2.0	2.5	1.8	93.6%	54.4%
0.7	1.1	1.5	(0.4)	-35.3%	-53.2%	Acute Average Daily Census	1.0	1	0.9	0.1	14.6%	10.6%
14.4	16.8	14.7	(2.5)	-14.6%	-2.4%	SNF/Swing Avg Daily Census	15.8	17	16.4	(1.4)	-8.1%	-3.9%
15.1	17.9	16.3	(2.8)	-15.8%	-7.1%	Total Avg. Daily Census	16.8	18	17.3	(1.3)	-7.0%	-3.2%
34%	40%	36%	-6%	-15.8%	-7.1%	% Occupancy	37%	40%	39%	-3%	-7.0%	-3.2%
7	13	19	(6)	-46.2%	-63.2%	Emergency Room Admitted	39	91	70	(52)	-57.1%	-44.3%
1,316	1,309	7,101	7	0.5%	-81.5%	Emergency Room Discharged	7,160	7,384	7,101	(224)	-3.0%	0.8%
1,323	1,322	7,120	1	0.1%	-81.4%	Emergency Room Total	7,199	7,475	7,171	(276)	-3.7%	0.4%
43	43	230	0	0.1%	-81.4%	ER visits per calendar day	33	35	33	(1)	-3.7%	0.4%
70%	93%	112%	67%	71.8%	-37.4%	% Admits from ER	67%	93%	84%	77%	82.8%	-20.3%
-	-	-	-	0.0%	#DIV/0!	Surgical Procedures I/P	1	-	-	1	0.0%	#DIV/0!
4	10	9	(6)	-60.0%	-55.6%	Surgical Procedures O/P	60	86	86	(26)	-30.2%	-30.2%
4	10	9	(6)	-60.0%	-55.6%	TOTAL Procedures	61	86	86	(25)	-29.1%	-29.1%
531	1,047	1,117	(516)	-49.3%	-52.5%	Surgical Minutes Total	5,369	7,261	5,135	(1,892)	-26.1%	4.6%

Units of Service
For the period ending: January 31, 2020

Bear Valley Community Hospital												
Current Month						Year-To-Date						
Jan-20 Actual	Budget	Jan-19 Actual	Actual -Budget Variance	Var %	Act.-Act. Var %		Jan-20 Actual	Budget	Jan-19 Actual	Actual -Budget Variance	Var %	Act.-Act. Var %
6,650	6,813	7,080	(163)	-2.4%	-6.1%	Lab Procedures	45,057	43,636	6,309	1,421	3.3%	614.2%
1,421	1,218	1,390	203	16.7%	2.2%	X-Ray Procedures	6,330	6,290	5,385	40	0.6%	17.6%
395	398	379	(3)	-0.8%	4.2%	C.T. Scan Procedures	2,302	2,033	2,043	269	13.2%	12.7%
197	213	223	(16)	-7.5%	-11.7%	Ultrasound Procedures	1,399	1,465	1,512	(66)	-4.5%	-7.5%
44	62	38	(18)	-29.0%	15.8%	Mammography Procedures	367	434	366	(67)	-15.4%	0.3%
389	295	420	94	31.9%	-7.4%	EKG Procedures	2,149	1,953	1,957	196	10.0%	9.8%
158	162	128	(4)	-2.5%	23.4%	Respiratory Procedures	801	746	716	55	7.4%	11.9%
1,722	1,390	1,554	332	23.9%	10.8%	Physical Therapy Procedures	10,833	9,874	9,911	959	9.7%	9.3%
1,991	2,496	1,883	(505)	-20.2%	5.7%	Primary Care Clinic Visits	12,902	14,491	12,301	(1,589)	-11.0%	4.9%
352	250	416	102	40.8%	-15.4%	Specialty Clinic Visits	1,910	1,750	2,317	160	9.1%	-17.6%
2,343	2,746	2,299	(403)	-14.7%	1.9%	Clinic	14,812	16,241	14,618	(1,429)	-8.8%	1.3%
90	106	88	(16)	-14.7%	1.9%	Clinic visits per work day	81	89	80	(8)	-8.8%	1.3%
15.4%	20.00%	14.60%	-4.60%	-23.00%	5.48%	% Medicare Revenue	18.04%	20.00%	18.69%	-1.96%	-9.79%	-3.44%
31.40%	39.00%	33.60%	-7.60%	-19.49%	-6.55%	% Medi-Cal Revenue	37.47%	39.00%	37.00%	-1.53%	-3.92%	1.27%
46.70%	36.00%	45.70%	10.70%	29.72%	2.19%	% Insurance Revenue	39.64%	36.00%	39.06%	3.64%	10.12%	1.50%
6.50%	5.00%	6.10%	1.50%	30.00%	6.56%	% Self-Pay Revenue	4.84%	5.00%	5.26%	-0.16%	-3.14%	-7.88%
137.4	152.0	138.4	(14.6)	-9.6%	-0.7%	Productive FTE's	143.17	150.6	142.3	(7.5)	-5.0%	0.6%
164.1	168.8	163.9	(4.7)	-2.8%	0.1%	Total FTE's	163.12	167.2	163.9	(4.1)	-2.5%	-0.5%



CFO REPORT for

March 2020 Finance Committee and Board Meetings

Voluntary Self-Referral Disclosure to CMS – Physician Payment Issue

This issue has been settled with a payment to be made of \$33.00

On June 26, 2014, BVCHD submitted to CMS (Centers for Medicare & Medicaid Services) a Voluntary Self-Referral Disclosure. The submission reported that BVCHD had been overpaid by Medicare for designated health services provided to patients referred to the District by physicians with whom the District had a financial relationship that failed to satisfy all of the requirements of an applicable exception. The overpayment was reported as \$231,831.36 (an amount we established a reserve for). In November 2017, as a result of a review of a change in the regulations, the VSRD was revised to \$2,518.94.

CMS informed us on February 20, 2020 that - “Based on District's certified submission, we have concluded that District did not comply with Section 1877 of the Social Security Act (the physician self-referral law) for the period of noncompliance” and that “Pursuant to the authority granted to the Secretary under Section 6409 of the Affordable Care Act (ACA), CMS has determined the settlement amount for the disclosed noncompliance to be \$33.00. The settlement amount is based on our assessment of the nature and extent of the noncompliance, the timeliness of the disclosure, and District's cooperation in the disclosure process. The settlement amount is not negotiable.”

We have signed the settlement agreement and will issue a check for \$33.00.