



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

VISION

To be the premier provider of emergency medical and healthcare services in our Big Bear Valley.

BOARD OF DIRECTORS BUSINESS MEETING AGENDA

Wednesday, November 08, 2017 @ 1:00 p.m. – Hospital Conference Room

41870 Garstin Drive, Big Bear Lake, CA 92315

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

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

OPEN SESSION

1. CALL TO ORDER

Donna Nicely, President

2. PUBLIC FORUM FOR CLOSED SESSION

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

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

3. ADJOURN TO CLOSED SESSION*

CLOSED SESSION

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

- (1) Chief of Staff Report

2. CONFERENCE WITH LABOR NEGOTIATORS: *Government Section Code: 54957.6: Negotiator(s): Mike Sarrao, Esq.

- (1) Continuing Union Negotiations with: UNAC & OPEIU

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

- (1) Risk / Compliance Management Report
- (2) QI Management Report

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

- | | |
|---|-----------------------|
| (1) Center for Oral Health: Clinic Dental Agreement | (Disclosure 11/08/17) |
| (2) Mathew Pautz, MD: Clinic Physician Agreement | (Disclosure 11/08/17) |
| (3) Mathew Pautz, MD: On Call Physician Agreement | (Disclosure 11/08/17) |
| (4) McCall & Lee: Laboratory Director Position | (Disclosure 11/08/17) |

OPEN SESSION

1. CALL TO ORDER

Donna Nicely, President

2. ROLL CALL

Shelly Egerer, Executive Assistant

3. FLAG SALUTE

4. ADOPTION OF AGENDA*

5. RESULTS OF CLOSED SESSION

Donna Nicely, President

6. PUBLIC FORUM FOR OPEN SESSION

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

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

7. DIRECTORS' COMMENTS

8. INFORMATION REPORTS

A. Foundation Report

Holly Elmer, Foundation President

B. Auxiliary Report

Gail Dick, Auxiliary President

9. CONSENT AGENDA*

Notice to the Public:

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

A. October 11, 2017 Board of Directors Meeting Minutes: Shelly Egerer, Executive Assistant

B. October 2017 Planning & Facilities Report: Michael Mursick, Plant Director

C. October 2017 Human Resource Report: Erin Wilson, Human Resource Director

D. October 2017 Infection Control Report: Heather Loose, Infection Preventionist

E. Policies and Procedures:

- (1) Tuberculosis Screening Policy and Treatment Plan – Personnel Specific
- (2) Physical Therapy Intervention – Work Injury
- (3) Infectious Disease - Personnel
- (4) Identification – Blood Recipient
- (5) Laboratory Scope of Service
- (6) Communicable Disease Exposure and Post-Exposure Prophylaxis
- (7) Safe Patient Handling Plan
- (8) Performance Evaluations
- (9) Use of Social Networks
- (10) Medical Staff Code of Conduct
- (11) Back Up Services
- (12) Chemical Hygiene Plan
- (13) Cell Counts
- (14) Glucose Tolerance
- (15) Patient Identification

- (16) Antibody Screen – Presence of Rouleaux
- (17) ABO/Rh Typing of Red Cells and Serum
- (18) Emergency Blood Release Protocol
- (19) Daily Duties
- (20) Acetest

F. Board of Directors; Committee Meeting Minutes:

- (1) August 24, 2017 Planning & Facilities Committee Meeting Minutes
- (2) August 28, 2017 Human Resource Committee Meeting Minutes
- (3) October 02, 2017 Finance Committee Meeting Minutes

10. OLD BUSINESS*

- None

11. NEW BUSINESS*

A. Discussion and Potential Approval of the Following Contracts:

- (1) Center for Oral Health: Clinic Dental Agreement
- (2) Mathew Pautz, MD: Clinic Physician Agreement
- (3) Mathew Pautz, MD: On Call Physician Agreement
- (4) McCall & Lee: Laboratory Director Position

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

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

12. ACTION ITEMS*

A. Acceptance of QHR Report

Ron Vigus, Regional VP QHR

- (1) November 2017 QHR Report
- (2) EmCare/Quorum (Purchasing Advantage Report)

B. Acceptance of CNO Report

Kerri Jex, Chief Nursing Officer

- (1) October 2017 CNO Report

C. Acceptance of the CEO Report

John Friel, Chief Executive Officer

- (1) October 2017 CEO Report
- (2) Surgery Performa

D. Acceptance of the Finance Report & CFO Report

Garth Hamblin, Chief Financial Officer

- (1) September 2017 Financials
- (2) October 2017 CFO Report
- (3) Quorum Consultant Year To Date Travel Expenses

13. ADJOURNMENT*

*** Denotes Possible Action Items**

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BUSINESS BOARD MEETING MINUTES
41870 Garstin Drive, Big Bear Lake, Ca. 92315
October 11, 2017**

PRESENT: Donna Nicely, President
Rob Robbins, 1st Vice President
Jack Roberts, 2nd Vice President
Gail McCarthy, Secretary
Barbara Willey, Treasurer
John Friel, CEO, via phone
Shelly Egerer, Exec. Assistant

ABSENT: Gail Dick w/Auxiliary

STAFF: Garth Hamblin Mary Norman Kerri Jex
Sheri Mursick Steven Knapik, DO

OTHER: Holly Elmer, Foundation Ken Ward, AVP w/Quorum

COMMUNITY

MEMBERS: ET Russell w/bigbearlake.net

OPEN SESSION

1. CALL TO ORDER:

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

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION:

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

2. ADJOURNED TO CLOSED SESSION:

President Nicely called for a motion to adjourn to Closed Session at 1:00 p.m. Motion by Board Member Willey to adjourn to Closed Session at 1:00 p.m. Second by Board Member Robbins to adjourn to Closed Session. President Nicely called for a vote. A vote in favor of the motion was 5/0.

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

RECONVENE TO OPEN SESSION

1. CALL TO ORDER:

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

2. ROLL CALL:

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

3. FLAG SALUTE:

President Nicely led the flag salute all present participated.

4. ADOPTION OF AGENDA:

President Nicely motioned to adopt the agenda as presented. Second by Board Member Willey to adopt the agenda as presented. President Nicely called for the vote. A vote in favor of the motion was 5/0.

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

5. RESULTS OF CLOSED SESSION:

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

- Chief of Staff Report
- Request for Initial Appointment:
 - Gregory Lepkowski, MD- Emergency Medicine
 - Zima Pakzad, MD- Internal Medicine/ Emergency Medicine
 - Hatel Patel, MD- Emergency Medicine
 - Quan La, MD- Renaissance Radiology
 - Larry Givens, MD- Renaissance Radiology
 - Gary Wade, MD- Renaissance Radiology
 - Marcelo Spector, MD- Renaissance Radiology
 - Rajiv Pai, MD- Renaissance Radiology
 - Ryan Cramer, MD- Renaissance Radiology
 - Philip Ho, MD- Renaissance Radiology
 - Lori Servatka, MD- Renaissance Radiology
 - Eugene Choi, MD- Renaissance Radiology
 - Martin Edwards, MD- Renaissance Radiology
 - Thong Nguyen, MD- Renaissance Radiology
 - John Holden, MD- Renaissance Radiology
- Request for Reappointment-
 - Carly Bronson, NP- Primary Care
 - Daniel Davis, MD- Emergency Medicine
- Risk Report
- QI Report

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

- Board Member Robbins - yes
- Board Member Willey - yes
- President Nicely – yes
- Board Member McCarthy-yes
- Board Member Roberts– yes

6. PUBLIC FORUM FOR OPEN SESSION:

President Nicely opened the Hearing Section for Public Comment on Open Session items at 3:12 p.m. Hearing no request to make Public Comment. President Nicely closed Public Forum for Open Session at 3:12 p.m.

7. DIRECTORS COMMENTS

- The Board thanked Administration Staff for the binders and how organized they were.

8. INFORMATION REPORTS:

A. Foundation Report:

- Ms. Elmer reported the following:
 - Still working on bylaws; made corrections and would like to bring them to the December Board Meeting if they are completed.
 - The Humanitarian Event made approximately \$3,400.

B. Auxiliary Report:

- Ms. Dick was not available.

9. CONSENT AGENDA:

A. September 12, 2017 Board of Directors Meeting Minutes: Shelly Egerer, Admin. Assistant

B. August/September 2017 Planning& Facilities Report: Michael Mursick, Plant Manager

C. September 2017 Human Resource Report: Erin Wilson, Human Resource Director

D. September 2017 Infection Control Report: Heather Loose, Infection Preventionist

E. Policies and Procedures: (Summary Attached)

- (1) Laboratory
- (2) Employee Health
- (3) Pharmacy
- (4) Family Health Center
- (5) Radiology
- (6) Skilled Nursing Facility
- (7) Nursing Administration

F. Board of Directors; Committee Meeting Minutes:

- (1) September 05, 2017 Finance Committee Meeting Minutes

President Nicely called for a motion to approve the Consent Calendar as presented.

Motion by Board Member Roberts to approve the Consent Calendar as presented with the exception of Item C. August Human Resource Report and Item E. Policies and Procedures one through nine to be pulled and added to New Business. Second by Board Member Robbins to approve the Consent Calendar as presented with the exception of Item C. August Human Resource Report and Item E. Policies and Procedures one through nine to be pulled and added to New Business.

President Nicely stated that the these items will be removed from the Consent Agenda and added to New Business. President Nicely called for the vote. A vote in favor of the motion was 5/0.

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

10. OLD BUSINESS:

A. Discussion and Potential Approval of the Following Bylaws:

- (1) Bear Valley Community Healthcare District Foundation Bylaws

President Nicely motioned to remove the BVCHD Foundation Bylaws until the December Board Meeting. Second by Board Member Roberts to remove the BVCHD Foundation Bylaws until the December Board Meeting. President Nicely called for the vote. A vote in favor of the motion was 5/0.

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

11. NEW BUSINESS*

A. Discussion and Potential Approval of Michael Ritchey w/QHR for Revenue Cycle Assistance: Travel Expenses:

- Mr. Hamblin stated that Mr. Ritchey will be on site to assist and review the Revenue Cycle, travel expenses not to exceed \$2,000.
- Board Member Roberts is aware that we pay for specific engagement and travel expenses and would like to have a total dollar amount of how much the District has paid to have QHR consultants on site. This item needs to be brought to the November Board Meeting.

President Nicely motioned to approve Michael Ritchey w/QHR travel expenses not to exceed \$2,000. Second by Board Member Willey to approve Michael Ritchey w/QHR travel expenses not to exceed \$2,000. President Nicely called for the vote. A vote in favor of the motion was 5/0.

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

B. Discussion and Potential Approval of Medical Staff Bylaw: Allied Health Professional Rules & Regulations Amendment to Physician Assistant Supervisor:

- Mr. Hamblin reported that this was revised from oversight, was written as two and is legally is four.

President Nicely motioned to approve the Medical Staff Bylaw: Allied Health Professional Rules & Regulations Amendment to Physician Assistant Supervisor. Second by Board Member McCarthy to approve the Medical Staff Bylaw: Allied Health Professional Rules & Regulations Amendment to Physician Assistant Supervisor. President Nicely called for the vote. A vote in favor of the motion was 5/0.

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

C. Discussion and Potential Approval of Radiology Clinical Delineation of Privileges:

- Mr. Hamblin reported that the DOP did not have telemedicine included in the verbiage and it was an addition to the DOP's.

President Nicely motioned to approve the Radiology Clinical Delineation of Privileges. Second by Board Member Willey to approve the Radiology Clinical Delineation of Privileges. President Nicely called for the vote. A vote in favor of the motion was 5/0.

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

D. Consent Agenda:

(1) September Human Resource Report:

- Board Member Roberts, evaluations have 30 day, 3- 90 day past due evaluations and does not understand why the managers cannot complete the employee evaluations on time; it is not fair to the employee.
- Ms. Wilson informed the Board that the evaluations are current except for one that has been misplaced but will be reconciled with the manager. The managers are provided a list of evaluations due every month The HR Department would like to improve the current system.
- The Board requested that the HR Report needs to have the manager & department listed next to the past due evaluations.

(2) Policies & Procedures:

- Board Member Roberts requested that the Employee Health Policies & Procedures are reviewed by appropriate staff and the Risk/Compliance Manager.
- Ms. Jex informed the Board that the policies go to the appropriate staff, committees and Senior Administration reviews the policies.

Board Member Roberts motioned to approve the September HR Report and Policies and Procedures as presented. Second by Board Member Nicely to approve the September HR Report and Policies and Procedures as presented. President Nicely called for the vote. A vote in favor of the motion was 5/0.

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

12. ACTION ITEMS*

A. Quorum Health Resource Report:

(1) October 2017 QHR Report:

- Mr. Ward provided the following information:
 - Revenue Cycle Consultant will be pushed to November.
 - Ms. Hagan is on site; Mary is working on the compliance map and doing a great job. A Compliance Plan will be created for next year. Looking at Risk in departments and auditing those departments.
 - Mr. Vigus will be here next month.
- Board Member Roberts would like to know if Mr. Ritchey can review and look into bringing in billing “in house”. Would like to request this information to be provided at the November Board Meeting. Billing is outsourced and is worse than what it has been since it has been outsourced; money needs to stay in the community.

(2) Purchase Advantage Point:

- Mr. Ward reported the following:
 - Annual Disclosure is a Federal requirement.
 - Attachment B is group purchasing vendors and savings.
- The Board would like information as to why QHR is receiving monies from the Emcare Agreement; EmCare contract was prior to QHR.
- Mr. Ward is to follow up on EmCare/QHR Purchasing Advantage.

President Nicely motioned to approve the QHR Report and the Quorum Purchasing Report as presented with the EmCare/QHR Report being brought back to the November Board Meeting. Second by Board Member Roberts to approve the QHR Report and the Quorum Purchasing Report as presented with the EmCare/QHR Report being brought back to the November Board Meeting.. President Nicely called for the vote. A vote in favor of the motion was 5/0.

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

B. CNO Report:

(1) October 2017 CNO Report:

- Ms. Jex provided the following information:
 - 2 Disaster Drills coming up.
 - Began Workplace Violence Training.

- Patient Family Advisory Council met last week; the committee members appreciated the committee and being asked to be part of the committee.
- Just Culture Training is scheduled in November.
- Staff is receiving 5150 training.
- Smoking Cessation Class began and will be discussing additional classes; due to increase in cost if more classes scheduled.

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

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

C. Acceptance of the CEO Report:

(1) September 2017 CEO Report:

- Mr. Hamblin provided a briefing on the CEO Report.
- The Board wanted to congratulate the Interim Lab Manager on making adjustment in services and bringing up revenue for the District.
 - Interim Director of Pharmacy has expressed interest in per diem position.
 - Next week interviewing a candidate for the Lab Director position.

President Nicely motioned to approve the CEO Report as presented. Second by Board Member Willey to approve the CEO Report as presented. President Nicely called for the vote. A vote in favor was unanimously approved 5/0.

- Board Member Robbins - yes
- Board Member Willey- yes
- President Nicely – yes
- Board Member McCarthy - yes
- Board Member Roberts- yes

D. Acceptance of the Finance Report:

(1) August 2017 Financials:

- Mr. Hamblin reported the following information:
 - Cash on hand over \$13 million.
 - Days cash on hand decreased due to CT Scanner & Mammo Project.
 - Surplus under budget.
 - Negative contractual adjustment.
 - Total expenses over budget; CT unit and Interim Lab Manager cost.
 - FTE under budget.
 - AR has declined, - days 66 – making good progress but still making some rooky mistakes, contract with Trubride expires in April and will be evaluated at the beginning of the year.
 - Evaluation to bring patient financial services “in house” is being discussed.

(2) CFO Report:

- Mr. Hamblin reported the following information:
 - Expenses on Mammo Project are under budget.

- CT Scanner encountered some unknown issues that required to be fixed; project is \$76,000 over budget. An evaluation will be completed on change orders.
- Dental clinic is looking good; visits have increased which means expenses increase.
- RHC is under budget.
- Prime Project revenue is under budget, IGT money requires to be paid then we will be reimbursed.
- Gerald Tucker completed the Financial Audit and he will begin to prepare Cost Report.
- Physician payment reconciliation completed, Dr. Orr is paid for expenses other physicians are on a per patient payment contract.

(3) IT Assessment Update:

- Mr. Hamblin reported that he will obtain three bids from vendors to come in and complete an assessment of our IT Department. We did bring in assistance to help in some other projects.
- Discussion took place that the current IT System needs to be reviewed and the Board discussed the necessity of an assessment of current system and assessing the IT Staff. The phone system was handled appropriately and email system was handled poorly and took months to get the District email back up. The District needs a good IT Department and IT system.

President Nicely motioned to approve the August 2017 Finance Report, the CFO Report and the IT Assessment Update as presented. Second by Board Member Roberts to approve the August 2017 Finance Report, CFO Report and the IT Assessment as presented. President Nicely called for the vote. A vote in favor was unanimously approved 5/0.

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

13. ADJOURNMENT:

President Nicely motioned to adjourn the meeting at 3:50 p.m. Second by Board Member Willey to adjourn. President Nicely called for the vote. A vote in favor of the motion was unanimously approved 4/0.

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

**Bear Valley Community Healthcare District
Construction Projects 2017**

Department / Project	Details	Vendor and all associated costs	Comments	Date Complete
CT Scanner Project	CT received Certificate of Occupancy from OSHPD.	E.H. Butland	Facilities made some improvements and sent the readings to the air balance vendor for approval. If the report is approved the bathrooms will be open right away.	
Install Fire Riser & Nitrogen Compressor	Planning install with vendor	Simplex Grinnell	Parts are in transit	
Room 30 Renovations	Planning workload	Mike's Flooring, Warren Construction	In Progress	
Medical Gas Repairs	Replace MedGas panel in ER	FS Medical	In Progress	

Bear Valley Community Healthcare District Potential Equipment Requirements

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

Bear Valley Community Healthcare District Repairs Maintenance

Department / Project	Details	Vendor and all associated costs	Comments	Date Completed
Portable CT Machine Removal	Removed portable CT trailer	Medical Marketplace & Facilities	Completed	
Medical Gas Inspection Repairs	Fixed minor issues that came from annual report	Facilities	Completed	
OR Shower Repair	Rebuilt the hardware in the Mens shower that was leaking	Facilities	Completed	
Eye Stations	Installed new eyewash stations and proper signage	Facilities	Completed	
PT Skylight	Replaced the broken skylight over PT that was leaking.	Sturdy Roofing	In progress, found the otherside was broken so we have parts on order.	
Oxygen Storage	Repaired broken door and added door stop	Facilities	Completed.	
Crash Carts	Built all the new crash carts and put them in service.	Facilities	Completed	



HR Monthly Report

October 2017

STAFFING	Active: 217 New Hires: 10 Terms: 7 Open Positions: 18
EMPLOYEE PERFORMANCE EVALUATIONS	DELINQUENT: 30 days: 4 60 days: 2 90 days: 0 90+ days: 0 MOVING FORWARD: Enforce Delinquent Evaluation Policy and continue monitoring ongoing annual evaluations.
WORK COMP	NEW CLAIMS: 0 OPEN: 13 Indemnity (Wage Replacement, attempts to make the employee financially whole) - 7 Future Medical Care – 5 Medical Only - 1 MOVING FORWARD: Quarterly claims update.
FILE AUDIT/ LICENSING	FIVE FILE AUDIT: Two missing FEMA Certificates All items returned from previous month All Licenses are up to date MOVING FORWARD: Obtain required items, continue file audit.



Infection Prevention Monthly Report

October 2017

TOPIC	UPDATE	ACTION/FOLLOW UP
1. Regulatory	<ul style="list-style-type: none"> ▪ Continue to receive updates from APIC. ▪ Continue NHSN surveillance reporting. <ul style="list-style-type: none"> • No Hospital acquired infections this month. ▪ Completion of CMR reports to Public Health per Title 17 and CDPH regulations. <ul style="list-style-type: none"> ▪ 2 possible cases of mumps reported, working with SB County Dept. of Public Health 	<ul style="list-style-type: none"> ▪ Review ICP regulations. ▪ Continue Monthly Reporting Plan submissions.
2. Construction	<ul style="list-style-type: none"> ▪ CT project complete, except bathrooms, which require adjustment to the air handling system. <ul style="list-style-type: none"> • CT scanner to be available October 10th 	<ul style="list-style-type: none"> ▪ Work with Maintenance and contractors to ensure compliance.
3. QI	<ul style="list-style-type: none"> ▪ Continue to work towards increased compliance with Hand Hygiene. <ul style="list-style-type: none"> ○ Compliance at 85% for September though response levels remain low 	<ul style="list-style-type: none"> ▪ Continue monitoring hand hygiene compliance.
4. Outbreaks/	<ul style="list-style-type: none"> ▪ Community Health Report 	

Surveillance	<ul style="list-style-type: none"> ○ 2 cases of MRSA in September, both wound infections ○ No C-difficile infections for August. The report is provided in the middle of the next month so reporting will be a month behind. <ul style="list-style-type: none"> ▪ Public Health Report <ul style="list-style-type: none"> ○ Candida Auris – 1 case has been reported in the state of California. ○ Hepatitis A – Ongoing outbreak in San Diego County and now in Los Angeles County. 	<ul style="list-style-type: none"> ▪ Informational
5. Policy Updates	<ul style="list-style-type: none"> ▪ No new infection control policies 	<ul style="list-style-type: none"> ▪ Proposed changes to be presented at next P&T committee meeting.
6. Safety/Product	<ul style="list-style-type: none"> ▪ None 	<ul style="list-style-type: none"> ▪ Continue to monitor compliance with approved cleaning procedures.
7. Antibiotic Stewardship	<ul style="list-style-type: none"> ▪ Nothing new 	<ul style="list-style-type: none"> ▪ Informational.
8. Education	<ul style="list-style-type: none"> ▪ ICP continues to attend the APIC meetings in Ontario. 	<ul style="list-style-type: none"> ▪ ICP to share information at appropriate committees.
9. Informational	<ul style="list-style-type: none"> ▪ None 	<ul style="list-style-type: none"> ▪ Informational
Heather Loose, BSN, RN Infection Preventionist Date: October 31, 2017		



MEMO

Date: October 30, 2017
To: Board of Directors
From: John Friel, CEO
Re: Policies & Procedures

A handwritten signature in black ink, appearing to read "John Friel", is written over the "From" and "Re" lines of the memo header.

Recommendation:

The Board of Directors approve the Policies & Procedures.

Background:

All patient related and non-clinical policies and procedures have gone through the appropriate committees.

Human Resource Committee approved the two HR policies and procedures, Performance and Use of Social Network at the October 30 meeting.

If you would like to review the policies and procedures prior to the Board Meeting a hard copy is available in Administration.

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PLANNING & FACILITIES COMMITTEE
MEETING MINUTES
AUGUST 24, 2017**

MEMBERS	Donna Nicely, President	Shelly Egerer, Admin. Assistant
PRESENT:	Jack Roberts, 2 nd Vice President	Michael Mursick, Plant Manager
	John Friel, CEO	

STAFF:	Kerri Jex	Pamela Lambert	Garth Hamblin
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ABSENT: None

**COMMUNITY
MEMBERS:** None

OPEN SESSION

1. CALL TO ORDER

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

2. ROLL CALL

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

3. ADOPTION OF AGENDA*

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

- President Nicely - yes
- Board Member Roberts- yes

4. PUBLIC FORUM FOR OPEN SESSION:

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

5. DIRECTOR'S COMMENTS:

- Board Member Roberts stated that the staff is doing a great job on the CT Scanner Project

6. APPROVAL OF MINUTES:

A. July 27, 2017

President Nicely motioned to approve the July 27, 2017 minutes as presented. Second by Board Member Roberts to approve the July 27, 2017 minutes as presented. President Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- President Nicely - yes
- Board Member Roberts- yes

6. OLD BUSINESS*

A. Discussion and Update on Request For Proposal (RFP) for District Master Plan Project (New Construction / Remodel Upgrade of BVCHD Hospital):

- Mr. Friel reported that the RFP and a list of potential recipients are in the packet; the recipient list is focused on vendors in California.
 - Legal counsel has reviewed the RFP document.
 - When the RFP has been returned and completed from the recipients, they will be presented to the full Board.
- Board Member Roberts stated that there are new laws in regards to architects and contractors and will provide the information to Administration. There is a potential that the RFP will require to be revised due to the new law.

President Nicely reported that no action is required.

7. NEW BUSINESS*

A. Discussion and Update on Smoking Cessation Classes For BVCHD Employees and Community Members

- Mr. Friel stated that the employees have access to the EAP program and will assist staff in quitting smoking. Mark Kaliher, RN will begin a Smoking Cessation class that will be offered to staff and the community. We are hopeful that advertising will begin in September and classes will begin in October. This class will be free to the community and a schedule is yet to be determined.

President Nicely reported there is no action required.

8. PLANNING & FACILITIES*

A. Construction Project:

- Mr. Mursick reported the following:
 - CT Scanner is continuing to be installed. The goal for completion was for August 14; there is a delay due to OSHPD requirements. There were some minor deficiency's that also were noted which are being corrected. The duct is requiring some additional straps and support.
 - Unit is being calibrated, Physicist is on site, approximately Sept. 14 the project needs to be complete by that time. Certificate of occupancy is obtained and then staff can begin training.
 - New bathrooms are "all gender bathrooms" additional bathroom for CT patients is required. Information is being provided to local groups such as, Soroptomist, AAUW & Auxiliary. The Chamber Mixer is scheduled for September 26 and we will be showcasing the Mammography and CT Scanner.
 - Painting exterior and repairing stucco at the Hospital
 - Begins August 30 & 31, will begin on the employee patio side
 - Installation of keypad at ER EMS Entrance is completed.
 - Lighting under eaves are installed.

B. Potential Equipment Requirements:

- Mr. Mursick reported the following:
 - Mezzanine control air compressor will be looked at after some bigger projects are completed, can get the equipment quickly
- Dry valve on sprinkler system; Simplex has been notified and is to be completed before winter.
- Electric cart will need to be a new unit in order for it to be street legal. Vendor will sell a new unit for \$9,000.00 and registration cost is approximately \$300.00.
- The committee asked staff to move forward with the purchase. Mr. Hamblin informed the committee that this item would need to be Board approved since there is a change in cost and what was reported / approved on the Capital Budget.

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

- Mr. Mursick reported the following:
 - Replacing plastic water lines above CT.
 - Exhaust ducts in public bathrooms, new bathrooms are completed.
 - FHC Boiler project is completed.
 - Read Room conversion in Radiology is completed.
 - Installed panic alarms at FHC and RHC for security purposes to employees.
 - Modified countertops in the Laboratory Department.
 - Phone system update; 80% of the phone lines are back up.
 - A consultant was brought in to assist IT Department.
 - The vendor is going to move up the installation of the new phones, meet this afternoon and will cancel the HICS, faxes are working, and new phone system will be a 2-day installation.
 - Purchased 18 cloud-based phones; they will become part of the emergency backup for the District if phone system goes down. Employees do not want to use their personal cell phones; new protocol will be put in place.
 - No patient safety issues, SNF resident's family members were notified, ER had access to phone line and fax, State surveyor was on site and was happy with the system the District had in place.
 - HICS was implemented, met twice a day and will cancel HICS this afternoon.

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

- President Nicely - yes
- Board Member Roberts- yes

9. ADJOURNMENT*

President Nicely motioned to adjourn the meeting at 12:40 p.m. Second by Board Member Roberts to adjourn the meeting. President Nicely adjourned the meeting.

- President Nicely - yes
- Board Member Roberts- yes

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
HUMAN RESOURCES MEETING MINUTES
41870 Garstin Road Big Bear Lake, Ca. 92315
AUGUST 28, 2017**

MEMBERS PRESENT: Jack Roberts, 2nd Vice President Erin Wilson, HR Director
Gail McCarthy, Secretary Shelly Egerer, Admin. Asst.
John Friel, CEO

MEMBERS ABSENT: None

STAFF: Kerri Jex

OTHER: Mike Sarrao, Legal Counsel

OPEN SESSION

1. CALL TO ORDER:

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

CLOSED SESSION

2. PUBLIC FORUM FOR CLOSED SESSION:

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

3. ADJOURN TO CLOSED SESSION:

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

- Board Member Roberts - yes
- Board Member McCarthy - yes

OPEN SESSION

1. CALL TO ORDER:

Board Member Roberts called the meeting order at 12:43 p.m.

2. ROLL CALL:

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

3. ADOPTION OF AGENDA:

Board Member Roberts motioned to adopt the August 28, 2017 Agenda as presented. Second by Board Member McCarthy to adopt the August 28, 2017 Agenda as presented. Board Member Roberts called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member Roberts - yes
- Board Member McCarthy - yes

4. RESULTS OF CLOSED SESSION:

- Board Member Roberts stated there was no reportable action to report.

5. PUBLIC FORUM FOR OPEN SESSION:

Board Member Roberts opened the Hearing Section for Public Comment at 12:45 p.m. Hearing no request to address the Committee, Board Member Roberts closed the Hearing Section at 12:45 p.m.

6. DIRECTORS COMMENTS:

- None

7. APPROVAL OF MINUTES:

A. June 26, 2017

Board Member Roberts motioned to approve the June 26, 2017 Human Resource Committee Meeting Minutes as presented. Second by Board Member McCarthy to approve the June 26, 2017 Human Resource Committee Meeting Minutes as presented. Board Member Roberts called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member Roberts - yes
- Board Member McCarthy - yes

8. OLD BUSINESS:

- None

9. NEW BUSINESS*

A. Discussion and Potential Recommendation to the Board of Directors the Human Resource Analyst Job Description

- Ms. Wilson stated that the job description is for the new FTE Position; this job description is similar to the HR Assistant position.
- Mr. Friel stated this was not going to the Board of Directors; the Board did not require to approve the job description.

Board Member Roberts motioned to approve the Human Resource Analyst Job Description. Second by Board Member McCarthy to approve the Human Resource Analyst Job Description. Board Member Roberts called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member Roberts - yes
- Board Member McCarthy - yes

B. Discussion and Potential Approval of the Human Resource Committee Meeting Calendar (Potential Change to Quarterly Meetings):

- Board Member Roberts asked if the HR Policies and Procedures are being reviewed and revised that this could be a determination on changing the HR Committee Meeting.
- The HR Committee had further discussion on the potential change of the HR Committee Meeting calendar and determined that it was best to keep the meetings every other month and the time will remain as is.

Board Member Roberts motioned to approve to continue to conduct the HR Committee every other month. Second by Board Member McCarthy to approve to continue to conduct the HR Committee every other month. Board Member Roberts called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member Roberts - yes
- Board Member McCarthy- yes

C. Discussion of Human Resource Implications of the Compliance Hotline (Human Resource Issues Required to be Directed to the Human Resource Department Only)

- Board Member Roberts stated that he would like to discuss the Compliance Hotline and how it is being used for Human Resource issues. Any HR issues are to be directed to the HR Department and not the Risk/Compliance Manager. Board Member Roberts wanted to confirm with Mr. Friel that HR employee issues are not being discussed at the Compliance Meeting nor should the Risk/Compliance Officer of the Compliance Committee be privy to any HR employee issues.
- Mr. Friel informed the HR Committee that he has spoken with Tomi Hagan w/QHR and had several questions regarding the Compliance Hotline; this item is being discussed with Senior Admin. Mr. Friel will speak with Ms. Norman to review the items that are being reported in the Compliance Report and what is presented to the Board of Directors.

Board Member Roberts reported no action required

9. HUMAN RESOURCE REPORT*:

A. Human Resource Assessment:

- **Employee Performance Evaluation Update:**
 - Ms. Wilson reported that the employee evaluations increased during the last few weeks but reviewed the evaluation list and only one evaluation has not been turned in.
- **Human Resource Policies & Procedures:**
 - Ms. Wilson reported that during Just Culture Meetings the team has been combining and reviewing policies. Approximately 57 policies are being updated or reviewed.
 - The HR Committee asked that all HR Policies and Procedures that are being revised to please bring them to the committee prior to the Board of Directors.
- **Employee Recognition Implementation:**

- Ms. Wilson reported that a “Year of Recognition” pins, high tea and a party on the patio will be scheduled and is also looking at Bear Mountain for the Christmas Party.
- **Smoking Cessation Class:**
 - Mr. Friel reported that the District was working towards a Smoking Cessation Class for the employees and the community. The District does have the EAP that also provides assistance in staff learning how to quit smoking.

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

- Board Member Roberts - yes
- Board Member Robbins - yes

10. ADJOURNMENT:

Board Member Robbins motioned to adjourn the meeting at 12:53 p.m. Second by Board Member McCarthy to adjourn the meeting. Board Member Roberts called for the vote. A vote in favor of the motion was unanimously approved.

- Board Member Roberts - yes
- Board Member Robbins - yes

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BOARD OF DIRECTORS
FINANCE COMMITTEE MEETING MINUTES
41870 Garstin Drive, Big Bear Lake, Ca. 92315
October 02, 2017**

MEMBERS Barbara Willey, Treasurer

Garth Hamblin, CFO

PRESENT: Rob Robbins, 1st Vice President

Shelly Egerer, Exec.Asst.

STAFF: Kerri Jex

Ann Beilby

Erin Wilson

David Anocibar

Heather Loose

Pamela Arouchian

Evelyn Livingston

Kaitlyn Lamson

Michelle Valenzuela

Lora Townsend

Diane Callahan

Alexandra Mejia

Cammie Strong

Jon Booth

COMMUNITY

MEMBERS: None

ABSENT: John Friel, CEO

OPEN SESSION

1. CALL TO ORDER:

Board Member Willey called the meeting to order at 2:00 p.m.

2. ROLL CALL:

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

3. ADOPTION OF AGENDA:

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

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

CLOSED SESSION

4. PUBLIC FORM FOR CLOSED SESSION:

Board Member Willey opened the Hearing Section for Public Comment on Closed Session items at 2:00 p.m.

- Ann Beilby, stated she was present to speak to the Finance Committee for the staff with regards to wages and compensation. The 3% negotiated raises have been barely comparable to the cost of living and the continual increase in the hospitals health insurance. The hospital is gaining financial stability and the value of employees is not being recognized; letters, barbecues and ice cream socials are nice but they do not pay the bills.

We appreciate the \$550.00 contributed towards the health care cost but ask the committee to increase the annual cost of living raise and to continue to contribute to the health insurance.

- Gabriel Molero stated he supports the Union on the issues at hand and would like the Board to support the staff.
- David Anocibar stated that is supportive of what Ms. Beilby has stated to the committee and that cost of insurance continue to go up and staff cannot afford the increasing cost.

Board Member Willey closed the Hearing Section at 3:05 p.m.

5. ADJOURN TO CLOSED SESSION:

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

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

OPEN SESSION

1. CALL TO ORDER:

Board Member Willey called the meeting to order at 2:45 p.m.

2. RESULTS OF CLOSED SESSION:

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

3. PUBLIC FORUM FOR OPEN SESSION

Board Member Willey opened the Hearing Section for Public Comment on Open Session items at 2:45 p.m.

- Ann Beilby, stated that pay is higher at St. Mary than our facility and that there is a very large difference in pay scale. The hospital is doing well because of the employees and the Board needs to take care of employees.
- Pam Arouchian stated that the district is doing much better financially and that the cost of living continues to go up, insurance continues to increase every year but the employee wages are not increasing. The staff works hard and the Board should support the staff.
- Kaitlyn Lamson stated that healthcare continues to increase; at this time, I have a newborn son and I cannot afford to add my child to the insurance. There is a substantial increase of wages for other hospitals that are comparable to our district and the staff is paid a lot less than other hospitals in our area.
- Evelyn Livingston stated that she has worked for the district for over 10 years and is still at the low pay wage scale and insurance continues to increase; Evelyn stated that staff works hard for the district and would like to be at mid pay level; staff should be paid appropriately.

- Heather Loose stated she cannot afford to have her daughter on her insurance and continues to see increases in the health insurance yearly.
- Alexandra Mejia stated that she is a single mother and that the cost of health insurance and the cost of living continues to increase but staff wages are not increasing. There are facilities that are comparable with our district and the pay is at a higher level; we should be in line with the other facilities.
- Fran Montoya stated that there are faces behind the numbers that you are crunching; reward your staff that do a good job, respect needs to be shown to them for their/our hard work.
- Laura Townsend has worked for the district for several years, great community and great place to live; at this time, I cannot afford to have spouse on the same plan health plan due to the annual increases on the insurance; I have to work another job to be able to support my family. Staff's pay is too low in our district.
- Michelle Valenzuela is very concerned about healthcare, spouse is on insurance and cost is continuing to increase yearly. I have been employed here for years and the pay scale is on the low side. This is a great hospital and we work as a team.
- Ann Beilby reminded the committee that the employees are taxpayers; we help support the district financially.

Board Member Willey closed the Hearing Section at 3:05 p.m.

4. DIRECTORS COMMENTS:

- None

5. APPROVAL OF MINUTES:

A. September 05, 2017

Board Member Robbins motioned to approve the September 05, 2017 minutes as presented. Second by Board Member Willey to approve the September 05, 2017 minutes as presented. Board Member Willey called for a vote. A vote in favor of the motion was unanimously approved.

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

6. OLD BUSINESS:

- None

7. NEW BUSINESS*

A. Discussion and Presentation of Network Security and IT Assessment:

- Mr. Both provided the following information:
 - Sophos presentation:
 - Where we have been, where we are and where we are headed.
 - Virus and worms are outdated.

- Anti-exploit vulnerable of opening in a system.
- A vulnerability is a weakness in an application.
- The Apple Macros is the most vulnerable device.
- There is a process on intercepting ransom ware.
- Sophos has the most complete arsenal and can complete a Root Cause Analysis.
- Synchronized encryption will be completed in the spring 2018.
- IT Support:
 - District support structure: Three levels, self-contained team.
 - Well versed with what is on site.
 - Augment team is when you can bring in level three issues, email & phone system. Augmentation must be brought up to speed; this is expensive.
- HIPPA Security Risk Assessment:
 - District has a plan in place
- Mr. Hamblin stated that we need to pick a firm that can assist the district when level three issues arise; is hopeful to have a vendor at the November Finance Committee meeting.

Board Member Willey reported no action required.

B. Discussion and Potential Recommendation to the Board of Directors Travel Expenses for Michael Ritchey w/QHR for Revenue Cycle Assistance:

- Mr. Hamblin reported as part of the annual Quorum Plan a follow up on the Revenue Cycle would be beneficial for the district. The expenses for Mr. Ritchey would not exceed \$2,000.00; Mr. Ritchey should be on site by the end of November.

Board Member Robbins approved a positive recommendation to the Board of Directors the travel expense for Michael Ritchey w/QHR not to exceed \$2,000.00. Second by Board Member Willey approved a positive recommendation to the Board of Directors the travel expense for Michael Ritchey w/QHR not to exceed \$2,000.00. Board Member Willey called for a vote. A vote in favor of the motion was unanimously approved.

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

8. Presentation and Review of Financial Statements:

A. August 2017 Finances:

- Mr. Hamblin reported the following:
 - Over \$13 million in the bank.
 - Cash on hand 212 days.
 - Surplus for the month.
 - Net revenue under budget.
 - Expense more than budget, Interim Lab Manager
 - Patient days under budget.
 - SNF patient days continue to run over budget.
 - ER visits over budget.
 - Clinic visits close to budget.
 - Dental visits are strong.
 - AR days are decreasing.

- Favorable adjustments in contractual's.
- Board Member Robbins stated that he has concerns about the finances, April and October are bad months and at this time we are under budget on the revenue.
- Discussion took place on ER patients being admitted to the Acute in lieu of being transferred out. Ms. Jex stated that there are several issues that cause the district to transferring patients; higher level of care, potential diagnosis. Mr. Hamblin stated that Senior Administration is continuing to review the Surgery Department and how to make it a profitable department with a general surgeon.

B. CFO Report:

- Mr. Hamblin reported the following information:
 - Healthcare Reform unknown.
 - AR days continue to decrease: at 66
 - PRIME Project: will receive appropriate funds.
 - CT project is a little over budget.
 - Mammo is under budget.
 - Gerald Tucker is on site to complete the audit; will provide the Cost Report to the Board once it is complete.

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

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

9. ADJOURNMENT*

Board Member Robbins motioned to adjourn the meeting at 4:06 p.m. Second by Board Member Willey to adjourn the meeting. Board Member Willey adjourned the meeting.

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



MEMO

Date: October 30, 2017
To: Board of Directors
From: John Friel, CEO
Re: Physician Contract's – Renewal

- Matthew Pautz, MD - On Call Agreement
- Matthew Pautz, MD - Clinic Physician Agreement
- Center for Oral Health (COH) Dental Service Agreement

Recommendation:

The Board of Directors approve the following contracts/service agreements:

- Matthew Pautz, MD - On Call Agreement
- Matthew Pautz, MD - Clinic Physician Agreement
- Center for Oral Health (COH) Dental Service Agreement

Background:

- Matthew Pautz, MD; On Call Agreement is a one-year term; on call hours are 10:00 am – 10:00 pm and will provide services during the winter season 2017-2018.
- Matthew Pautz, MD; Clinic Physician Agreement is a two-year term. There are no changes to this agreement except for the term of the agreement.
- Center for Oral Health Dental Agreement is a two-year term. There are no changes to this agreement except for the term of the agreement.

Legal counsel has approved the three agreements.



Contract Cover Sheet

Contract Name: Center for Oral Health
Purpose of Contract: Dental Services
Contract # / Effective Date / Term: 1-11-18 - 1-10-2020
Originating Dept. Name / Number: RHC / Admin
Department Manager Signature: Smurgesch Date: 10-23-17

BAA: ☒ Yes ☐ No
on file

W-9: ☒ Yes ☐ No
on file

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u> </u>
<u>HIPAA/Privacy Officer</u> (as appropriate)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>Via email</u> <u>Fair Market Value?</u>	Date: <u>10-19-17</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>10-31-17</u>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>19 Oct 2017</u>
<u>Chief Executive Officer</u>	Signature: <u>[Signature]</u>	Date: <u>10-23-17</u>
<u>Board of Directors</u> When Applicable	Signature: <u> </u>	Date: <u> </u>

1. Final Signatures on Contract, BAA & W-9: Date:
2. Copy of Contract/BAA/W-9 forwarded to Department Manager: Date:
3. Copy of Contract/BAA/W-9 forwarded to Contractor (if applicable): Date:
4. Copy of Contract/BAA/W-9 scanned/emailed to Controller and Legal: (if applicable) Date:

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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



**DENTAL AGREEMENT FOR DENTISTRY SERVICES AT THE RURAL HEALTH CLINIC
BETWEEN
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
AND
CENTER FOR ORAL HEALTH**

THIS AGREEMENT FOR DENTISTRY SERVICES ("Agreement") is made and entered into as of the 11th day of January, 2017, by and between Bear Valley Community Healthcare District ("BVCHD"), a public entity, and Center for Oral Health ("COH"), a California nonprofit corporation.

RECITALS

WHEREAS, BVCHD is the owner and operator of a general Acute Care Hospital located in Big Bear Lake, California. BVCHD 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, under which BVCHD may employ or contract with Dentists and Dentist extenders to provide dental services to the BVCHD's patients;

WHEREAS, COH is a nonprofit organization licensed to provide dentistry services by and through its staff, including Dentists, Dental Hygienists and Dental Assistants, who are licensed by and/or registered through the Dental Board of California to provide dental services within the scope of their practice and are qualified to perform dental services for the BVCHD; and

WHEREAS, BVCHD desires to retain the services of COH to provide professional dental services at the Rural Health Clinic, located at 1028 Big Bear Blvd. Big Bear City, CA 92314, and COH desires to so contract with BVCHD 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 COH.

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

1. COH will provide, at a minimum, a team comprised of a licensed Dentist ("Dental Director"), registered Dental Hygienist, registered Dental Assistant, and receptionist ("COH Team" collectively) at the Rural Health Clinic on a part-time basis, four (4) days per week, eight (8) hours per day during the Agreement term.
2. COH Dental Director shall apply for, obtain and maintain medical staff membership/privileges at Bear Valley Community Hospital throughout the agreement term.
3. COH shall be responsible for credentialing and privileging each Dental Hygienist and Dental Assistant providing services hereunder and will provide BVCHD documentation establishing each Dental Hygienist and Dental Assistant has appropriate credentials and privileges to perform services for which privileges are granted.
4. The supervising Dental Director shall be responsible for continually assessing the competency of Dental Hygienists/Dental Assistants to perform dental procedures, as authorized by California Business and Professions Code.

5. COH shall be responsible for all costs of dental practice management software, dental supplies and/or dental equipment to provide the highest quality of dental care.
 6. COH Team shall establish and maintain dental 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 BVCHD. All dental records remain the property of the BVCHD.
 7. COH Team shall cooperate with any quality management and utilization management programs in place or instituted by BVCHD.
- B. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of Services rendered to BVCHD pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a twelve month period, COH agrees as follows:
1. Until the expiration of four (4) years after the furnishing of such Services, COH 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, Provider shall make available to the Secretary those contracts, books, documents and records as may be necessary to certify the nature and extent of the cost of such Services; and
 2. If COH is permitted to and carries out any of the services 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 Provider agrees to specify that all terms of this Agreement shall be explicitly made applicable to any subcontractor and that a copy of this Agreement shall be attached to any subcontract for services and explicitly incorporated by reference into said subcontract.
- The availability of COH'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 this section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.
- C. COH agrees it will not carry out any of the duties of the Agreement through a subcontract without the written consent of BVCHD.
- D. **AGREEMENT NOT TO CHARGE PATIENTS.** The parties agree that all patients receiving services from COH Team pursuant to this Agreement shall be considered patients of BVCHD. Accordingly, BVCHD shall be responsible for the billing of such patients, as applicable, as well as the billing of Federal, State and private payors, and the collection and retention of any and all payments. COH agrees not to bill, charge or collect from patients or payors any amount for any dental services provided under this Agreement. If COH should receive any payment from patients or payors for services provided hereunder, COH agrees to remit such payment to BVCHD within ten (10) days of receipt.
- E. **NOTIFICATION OF CERTAIN EVENTS.** COH shall notify BVCHD in writing within three (3) business days after the occurrence of any one or more of the following events occur:
1. Any COH Team member providing services under this Agreement have their membership or clinical privileges at any BVCHD denied, suspended, restricted, revoked or voluntarily relinquished;
 2. Any COH Team member providing services under this Agreement becomes the subject of any suit, action or other legal proceeding arising out of COH Team members professional services;

3. Any COH Team member providing services under this Agreement becomes the subject of any disciplinary proceeding or action before any state's dental board or similar agency responsible for professional standards or behavior;
 4. Any COH Team member providing services under this Agreement becomes incapacitated or disabled from practicing dentistry;
 5. Any act or any other event occurs which has a material adverse affect on COH Team members ability to perform the Services under this Agreement;
 6. Any COH Team member providing services under this Agreement is charged with or convicted of a criminal offense; or
 7. Any COH Team member providing services under this Agreement 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.
- F. **COORDINATION OF SERVICES.** COH and COH Team shall cooperate with BVCHD, through its Chief Executive Officer and other designated staff, in connection with providing the Services under this agreement.
- G. **ETHICS.** In performing services under this Agreement, COH and COH Team shall use their 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 dentistry; conduct themselves in a manner consistent with the principles of medical ethics promulgated by the American Dental Association; and comply with the BVCHD's Medical Staff Bylaws and Rules and Regulations.
- H. COH agrees that during the term of this Agreement, it shall not, directly or indirectly, solicit or attempt to solicit or treat, for its own account or for the account of any other person or entity, any patient of BVCHD. COH further agrees that for a period of two (2) years following termination of this Agreement (however such termination is effected) COH shall not, and shall not cause, any entity or individual employed by or with whom it is professionally associated to, directly or indirectly, solicit or attempt to solicit for its own account or for the account of any other person or entity, any patient of BVCHD for whom Provider provided care during the term of the Agreement. For purposes of this paragraph, a "patient of BVCHD" shall mean any patient seen or treated by BVCHD (whether by its employees or independent contractors) during the one (1) year period immediately preceding the termination or expiration of this Agreement, including, but not limited to, those patients treated by COH hereunder.
- I. COH shall participate in all government and third-party payment or managed care programs in which Hospital participates, render services to patients covered by such programs, and accept the payment amounts provided for under these programs as payment in full for services of COH to Hospital's patients. If Hospital deems it advisable for COH to contract with a payer with which Hospital has a contract, COH agrees in good faith to negotiate a contractual agreement equal to the reasonable prevailing reimbursement rates for dental providers within the geographic area of Hospital.

SECTION II. BVCHD RESPONSIBILITIES

- A. BVCHD agrees to provide utilities and other facility maintenance services inherit the proper functioning of the dental clinic throughout the term of this Agreement.
- B. BVCHD agrees to insure the property/building with a policy or policies sufficient to cover claims pertaining to commercial general liability.
- C. BVCHD shall be responsible for billing services rendered to patients under this agreement, including the billing of Federal, State and private payors, and the collection and retention of any and all payments.

SECTION III. REPRESENTATIONS AND WARRANTIES

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

- A. COH and COH providers are not bound by any agreement or arrangement which would preclude it or any Dentist from entering into or from fully performing the services required under this Agreement;
- B. All COH Team members providing dental services hereunder have licenses to practice dentistry within their scope of practice in the State of California or in any other jurisdiction which have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action or made subject to terms of probation or any other restriction;
- C. COH represents and warrants that any Dental Hygienist and Dental Assistant providing services under this Agreement are appropriately credentialed. COH further assures that it has verified the credentials of each Dental Hygienist and Dental Assistant, including, but not limited to the following:
 - 1. Current state license, certification, or registration;
 - 2. Relevant education, training, or experience;
 - 3. Current competence;
 - 4. Health fitness, including immunization and PPD status;
 - 5. Government-issued picture identification;
 - 6. Life support training (as applicable); and
 - 7. Query of the National Practitioner Data Bank-Drug Enforcement Administration registration (as applicable).

COH agrees to provide documentation establishing each Dental Hygienists and Dental Assistants credentials to BVCHD before providing services under this Agreement.

- D. COH Team members providing dental services hereunder have never had their privileges at any health care facility denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action or restricted in any way;
- E. COH Team members providing services hereunder 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; (3) participate in continuing education as necessary to maintain licensure, certification, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the dental profession; and (4) all applicable Bylaws, Rules and Regulations of BVCHD and it's Medical Staff;
- F. COH has not in the past conducted and is not presently conducting its dental practice in such a manner as to cause COH or COH Team members 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;
- G. COH has disclosed, and will at all times during the term of this Agreement promptly disclose, to the BVCHD: (1) the existence and basis of any legal, regulatory, professional or other proceeding against COH Team members 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 its Dentists; and (2) any allegation of substandard care or professional misconduct raised against its Dentists by any person, organization governmental agency, health care facility, peer review organization or professional society;

- H. COH agrees to promptly disclose any change to the status of its practicing COH Team members license to practice dentistry or any changes in status of any privileges at any other health care facility; and,
- I. COH shall deliver to the BVCHD promptly, upon request, copies of all certificates, registrations, certificates of insurance and other evidence demonstrating practicing COH Team members qualifications as reasonably requested by the BVCHD.

SECTION IV. INDEMNIFICATION OF LIABILITY.

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

SECTION V. INDEPENDENT CONTRACTOR.

In performing the services herein specified, COH and COH Team members are acting as an independent contractors, and shall not be considered employees or agents of BVCHD. 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. COH shall be liable for its own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and all benefits for its employees. As an independent contractor, COH shall maintain Workers Compensation coverage for all COH Team members providing services under this agreement.

SECTION VI. COMPENSATION.

At the end of each month, COH shall submit to the administration a completed time sheet of time its Dentists spent at the Rural Health Clinic providing dental services. Upon receipt of completed and signed time sheet for services rendered under this Agreement, BVCHD shall pay COH, as sole compensation hereunder, on a fee per encounter basis of \$159.00 (One hundred Fifty Nine Dollars and No Cents) per visit. "No charge/courtesy" encounters are not eligible for payment. All patient billings for dental services remain the property of BVCHD. Monthly payments to COH shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.

SECTION VII. COMPLIANCE.

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

At a minimum, COH and COH Team are expected to:

- 1. Be aware of those procedures which affect them and which are necessary to implement the Compliance Program, including the mandatory duty of COH Team 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 COH and COH Team functions for or on behalf of the BVCHD.

- B. Failure to follow the standards of BVCHD's Compliance Programs (including the duty to report misconduct) may be considered to be a breach of this Agreement and may be grounds for action by BVCHD, including termination of the relationship.

SECTION VIII. TERM.

This Agreement is effective from January 11, 2018 to January 10, 2020; however this Agreement is subject to early termination as provided in Section. IX. below.

SECTION IX. EARLY TERMINATION.

- A. BVCHD may terminate this Agreement immediately upon written notice to COH in the event that:

1. Any COH Team member's dental license/registration is suspended, revoked, terminated, or otherwise restricted;
2. Medicare and/or Medi-Cal significantly changes the RHC program;
3. BVCHD fails to maintain RHC status;
4. This Agreement is terminated or expires;
5. COH or COH Team fails to comply with the standards of the BVCHD's Compliance Program to the extent that such failure results in material fine and or sanction from Medicare or Medi-Cal Program;
6. Neglect of professional duty by COH Team in a manner that poses an imminent danger to the health or safety of any individual, or violates BVCHD's or the Medical Staff's policies, rules and regulations;
7. The failure of COH to make a timely disclosure required pursuant to Section I, subdivision E;
8. Breach of any of the confidentiality provisions under this Agreement;
9. Any COH Team members conviction of a criminal offense related to health care, or the listing of Dentist by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation; or
10. Dentists removal from office by the Medical Executive Committee according to the applicable Medical Staff Bylaws, as applicable.

- 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 no less than sixty (60) days prior written notice.

- D. **EFFECT OF TERMINATION/SURVIVAL.** In the event that this Agreement is terminated for any reason, the rights and obligations of COH and BVCHD under this Agreement will terminate, except as otherwise noted in this Agreement. COH shall be entitled to receive only the amount of compensation earned prior to the date of termination. Termination will not release COH Team from their obligations to complete any multi-step dental treatment, which began prior to the effective date of the termination, provided that such termination did not result from a determination by BVCHD that the health, welfare, and/or safety of its patients would be jeopardized by continuing this Agreement. COH is not obligated to provide any other services after agreement is terminated.

- 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.

COH and COH Team 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 BVCHD patients (including Rural Health Clinic patients), and COH and COH Team shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of BVCHD and its Medical Staff, regarding the confidentiality of such information from BVCHD or Rural Health Clinic patients receiving treatment of any kind, including treatment for alcohol and drug abuse. COH 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 agree 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. PROFESSIONAL LIABILITY INSURANCE.

COH shall maintain, at COH's sole expense, a policy or policies of professional liability insurance as required by this Section for each of its Dentists/Dental Hygienists/Dental Assistants providing services under this Agreement. Such insurance shall provide coverage for each dental provider as the named insured, and such policy shall cover any acts of professional negligence, which may have occurred during the relevant term, and said policies of insurance shall supply liability coverage of no less than One Million Dollars (\$1,000,000.00) per claim/Three Million Dollars (\$3,000,000.00) aggregate for "claims made" insurance coverage. COH further shall maintain "continuous coverage," as defined by this Section for the entire relevant term for each of its dental providers providing services under this Agreement. 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 COH 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. COH 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, Provider shall give BVCHD written notice thereof within thirty (30) business days of Provider's receipt of such notification from any of its insurers. In the event COH fails to procure, maintain or pay for said insurance as required herein, BVCHD shall have the right, but not the obligation to obtain such insurance. In that event, COH shall reimburse BVCHD for the cost thereof, and failure to repay the same upon demand by BVCHD shall constitute a material breach hereunder.

SECTION XII. ASSIGNMENT.

COH shall not assign, sell, or otherwise transfer his Agreement or any interest in it without the written consent of BVCHD.

SECTION XIII. NOTICES.

The notice required by this Agreement shall be effective on the date of personal service or, if mailed, two (2) business days after the day the notice was sent via overnight mail, addressed as follows:

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

COH: Conrado E. Barzaga, MD, Executive Director
 Center for Oral Health
 309 East 2nd Street
 Pomona, CA 91766

SECTION XIV. PRE EXISTING AGREEMENT.

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

SECTION XV. BVCHD NOT PRACTICING DENTISTRY.

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

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. LEGISLATIVE/REGULATORY MODIFICATION.

If any law, regulation or standard is enacted, promulgated, or modified in a manner that, in the opinion of a party's legal counsel (i) prohibits, restricts or in any way materially affects this Agreement; (ii) subjects either BVCHD or COH to a fine or penalty in connection with its representations or responsibilities hereunder, or (iii) subjects either party to a loss of Medicare or Medicaid certification or other accreditation bodies because of the existence of this Agreement or the applicable party's representations or performance of obligations hereunder, then within 30 days following notice from one party to the other, the parties shall complete the good faith negotiation of an amendment to this Agreement or a substitute agreement that will carry out the original intention of the parties to the extent possible in light of such law, regulation or standard, and each party shall execute such amendment or new agreement. If the parties cannot reach agreement on new terms within 60 days following the notice provided hereunder or such earlier date as necessary to avoid substantial penalties or fines, then this Agreement shall immediately terminate, following written notice of termination from either party.

SECTION XIX. 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 XX. REFERRALS.

The parties acknowledge that none of the benefits granted to COH are conditioned on any requirement that COH make referrals to, be in a position to make or influence referrals to, or otherwise generate business for BVCHD. The parties further acknowledge that COH/COH Team are not restricted from

establishing privileges at, referring any service to, or otherwise generating any business for any other facility of their choosing.

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.

SECTION XXII. 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.

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

Dated: _____

By: _____

Donna Nicely, President, Board of Director
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____

By: _____

Conrado E. Barzaga, MD, Executive Director
Center for Oral Health
309 East 2nd Street
Pomona, CA 91766

Shelly Egerer

From: Christina Meissner <CMeissner@MTBAttorneys.com>
Sent: Thursday, October 19, 2017 1:32 PM
To: Shelly Egerer; Deborah Tropp
Subject: RE: Dental Clinic Agreement-updated 1-11-18
Attachments: Dental Clinic Agreement-updated 1-11-18-revised.docx

Hi Shelly,

There was actually one edit needed: I added subsection I to Section 1 on insurance to the attached agreement. Please use the attached version.

Thanks,
Christina

From: Christina Meissner
Sent: Tuesday, October 17, 2017 6:08 PM
To: 'Shelly Egerer' <Shelly.Egerer@bvchd.com>; Deborah Tropp <DTropp@MTBAttorneys.com>
Subject: RE: Dental Clinic Agreement-updated 1-11-18

This looks fine to us. Thank you.

Christina N. Meissner, Esq.
McNEIL TROPP & BRAUN LLP
Attorneys at Law
2 Park Plaza, Suite 620
Irvine, California 92614
T: (949) 259-2890
F: (949) 259-2891
E: cmeissner@mtbattorneys.com

M | T | B

NOTICE: This email and any attachment to this email message contains confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, convert to hard copy, copy, use or disseminate this email or any attachments to it.

From: Shelly Egerer [<mailto:Shelly.Egerer@bvchd.com>]
Sent: Tuesday, October 17, 2017 2:46 PM
To: Deborah Tropp <DTropp@MTBAttorneys.com>; Christina Meissner <CMeissner@MTBAttorneys.com>
Subject: Dental Clinic Agreement-updated 1-11-18

Good afternoon ladies,

Please see the attached agreement that requires your review.

Nothing has changed except for the dates; I have a 2 year agreement.



Contract Cover Sheet

Contract Name: Dr Matthew Rautz
Purpose of Contract: Clinic Physician agreement
Contract # / Effective Date / Term: 11-10-17 - 11-9-19
Originating Dept. Name / Number: Administration
Department Manager Signature: Smurbeck Date: 10-23-17
BAA: ☒ Yes ☐ No W-9: ☒ Yes ☐ No
on file on file

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Privacy Officer</u> (as appropriate)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>VIA email</u>	Date: <u>9/25/17</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u> Fair Market Value?	Date: <u>10/19/17</u>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>1904 2017</u>
<u>Chief Executive Officer</u>	Signature: <u>[Signature]</u>	Date: <u>10-23-17</u>
<u>Board of Directors</u> When Applicable	Signature: _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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

Updated 5/2017



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PHYSICIAN AGREEMENT FOR PHYSICIAN SERVICES AT THE RURAL HEALTH CLINICS
WITH
MATTHEW J. PAUTZ, D.O.**

THIS PHYSICIAN AGREEMENT ("Agreement") is made and entered into as of the 10th day of November 2017 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Matthew J. Pautz, D.O., ("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 employ or contract with physicians and physician extenders to provide medical treatment to the Clinics' patients.

WHEREAS, Physician is licensed by the Osteopathic Medical Board of California to practice medicine and is qualified to perform orthopedic 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 part-time professional physician services at the Clinics on an as needed basis.
 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 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.
- J. Physician shall participate in all government and third-party payment or managed care programs in which 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 Clinic's patients. If Clinic deems it advisable for Physician to contract with a payer with which Clinic has a contract, Physician agrees in good faith to negotiate a contractual agreement equal to the reasonable prevailing reimbursement rates for internists/hospitalists within the geographic area of Clinic.

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.

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 November 10th 2017 to November 09th 2019 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 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 30 days written notice from the Hospital;
 11. Physician's inability to work with and relate to others, including, but not limited to patients and ancillary staff, in a respectful, cooperative and professional manner and such inability has not been cured after 30 days written notice from the Hospital;
 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.

SECTION XI. ASSIGNMENT.

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

SECTION XII. NOTICES.

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

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

Physician: Matthew J. Pautz, D.O.
Orthopaedic Institute of California
15201 11th St
Victorville, CA 92395
Phone: (760) 245 2663
Fax: (760) 245 2668

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.

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

Dated: 10/21/17 By: _____
Matthew J. Pauz, D.O.
Orthopaedic Institute of California
15201 11th St
Victorville, CA 92395

Shelly Egerer

From: Christina Meissner <CMeissner@MTBAttorneys.com>
Sent: Monday, September 25, 2017 6:06 PM
To: Shelly Egerer; Deborah Tropp
Subject: RE: Pautz DO Clinic Service Agreement
Attachments: Pautz DO Clinic Service Agreement-11.2017 to 11.2019_revised.docx

Hi Shelly,

Dr. Pautz' revised clinic agreement is attached. Subsection J was added to section 1. That was the only change made.

Thanks,
Christina

From: Shelly Egerer [mailto:Shelly.Egerer@bvchd.com]
Sent: Monday, September 25, 2017 4:32 PM
To: Deborah Tropp <DTropp@MTBAttorneys.com>; Christina Meissner <CMeissner@MTBAttorneys.com>
Subject: Pautz DO Clinic Service Agreement

Last contract that requires your review & approval.

Thank you ladies!

Best Wishes,

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

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

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



Contract Cover Sheet

Contract Name: DR. MATTHEW BOUTZ
Purpose of Contract: On Call Agreement
Contract # / Effective Date / Term: 11-10-17 - 11-9-18
Originating Dept. Name / Number: ADMIN / OR
Department Manager Signature: [Signature] Date: 10/24/17
BAA: ☒ Yes ☐ No W-9: ☒ Yes ☐ No
on file on file

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Privacy Officer</u> (as appropriate)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>via email</u> <u>attach Fair Market Value amount</u>	Date: <u>9/17/17</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>10/19/17</u>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>17 Oct 2017</u>
<u>Chief Executive Officer</u>	Signature: <u>[Signature]</u>	Date: <u>10-23-17</u>
<u>Board of Directors</u> When Applicable	Signature: _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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



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

THIS PHYSICIAN ON-CALL AGREEMENT ("Agreement") is made and entered into as of the 10TH day of November, 2017 by and between Bear Valley Community Healthcare District (a public entity), ("District") and Matthew J. Pautz, D.O. ("Physician").

RECITALS

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

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

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

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

A. **PHYSICIAN QUALIFICATIONS.** Physician shall be duly licensed and qualified to practice medicine in California and shall be approved for membership and/or clinical privileges by Board of Directors in accordance with the medical staff Bylaws, Rules and Regulations. Physician shall maintain current certifications relevant to general orthopedic care and orthopedic surgery. .

B. **STANDARDS.** The professional services rendered by Physician shall be provided in compliance with the standards of the Department of Health and Human Services, all applicable Federal, State, local or private accrediting organizations, the policies and procedures of the District and its Medical Staff, and prevailing standards of practice for doctors of medicine who practice in the field of orthopedic medicine.

C. **DUTIES AND OBLIGATIONS.**

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

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

2. Schedule. Physician agrees to provide Orthopedic On-Call Emergency Room coverage for the 2017/2018 ski season. Determined to be around Thanksgiving through March 01, as may be further determined by the district: Specifically the following dates:

- November 23 through November 26, 2017
- December 16 through January 02, 2018
- January 06, through January 07, 2018
- January 13 through January 14, 2018
- January 20 through January 21, 2018
- January 27 through January 28, 2018

The remaining season is to be determined at a later date. District is under no obligation to provide Physician with a certain number or minimum of on call days during the term of the contract. Physician shall be available from 10 am to 10 pm while on-call and capable of responding by telephone within fifteen (15) minutes and, when necessary, in person within thirty (30) minutes or within a time agreed upon by the physician requesting services and the physician on-call.

3. Quality Improvement. Physician shall participate in Quality Improvement programs conducted by the District/Hospital to ensure orthopedic services and the Hospital are compliant with regulatory, accreditation, insurance requirements and shall participate in such other Quality Improvement programs with the District/Hospital as reasonably requested.

4. Utilization Review/Discharge Planning. Physician shall participate in the utilization review and discharge-planning programs conducted by the District/Hospital necessary to ensure that Orthopedic Services and the District/Hospital are compliant with regulatory, accreditation, and insurance requirements and shall participate in such other utilization review programs within the Hospital as the Hospital may reasonably request.

5. Risk Management. Contractor shall participate in risk management programs conducted by the Hospital and the medical staff necessary to ensure the District/Hospital is compliant with regulatory, accreditation, and insurance requirements and shall participate in such risk management programs within the District/Hospital as the District/Hospital may reasonably request.

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

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

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

9. 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:

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

10. Physician shall participate in all government and third-party payment or managed care programs in which Hospital participates, render services to patients covered by such programs, and accept the payment amounts provided for under these programs as payment in full for services of Physician to Hospital's patients. If Hospital deems it advisable for Physician to contract with a payer with which Hospital has a contract, Physician agrees in good faith to negotiate a contractual agreement equal to the reasonable prevailing reimbursement rates for orthopedic surgeons within the geographic area of Hospital.

D. ACCESS TO BOOKS AND RECORDS. If the value or cost of Services rendered to Hospital pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a 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 period, such subcontract shall contain, and Physician shall enforce, a clause to the same effect as subparagraph 1. immediately above.

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

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

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

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

SECTION II. REPRESENTATIONS AND WARRANTIES

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

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

SECTION III. INDEMNIFICATION OF LIABILITY.

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

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

SECTION IV. INDEPENDENT CONTRACTOR.

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

SECTION V. COMPENSATION.

A. Physician will receive from the District a \$1,100.00 fee for each on-call shift (10:00 am -10:00 pm). Said fee will be paid on the 10th day of each month for services rendered the previous month.

B. The District will be responsible for Physician's lodging while on-call from November 25 through November 27 and December 17, 2017 through January 2, 2018. The hospital will pay a lodging stipend of \$150.00 per day beginning January 3, 2018 while physician is on call.

C. Physician will perform all of his own physician billing and collection services for any and all medical services rendered to District patients. The District will not issue bills or invoices, or collect and retain fees, for professional services rendered by the Physician at the District.

SECTION VI. COMPLIANCE.

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

At a minimum, Physician is expected to:

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 November 10, 2017 through November 9, 2018. This Agreement may be extended only by a mutual written Agreement and is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

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

1. Physician's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
2. Physician's medical staff privileges at the Hospital, or any other health care facility, are in any way suspended, revoked, or otherwise restricted;
3. Medicare and/or 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 drugs;
13. Physician is convicted of any criminal offense, regardless of whether such action arose out of Physician's provision of professional services;
14. Physician commits any act of fraud as determined by reasonable discretion of the Board whether related to the Physician's provision of professional services or otherwise; or
15. A mutual written agreement terminating this Agreement is entered into between the Hospital and Physician.

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

C. Either party may terminate this Agreement, without cause, by providing the other party thirty (30) days prior written notice.

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

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

SECTION IX. CONFIDENTIALITY.

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

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

SECTION XI. ASSIGNMENT.

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

SECTION XII. NOTICES.

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

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

Physician: Matthew J. Pautz, D.O.
Orthopaedic Institute of California
15201 11th St
Victorville, CA 92395
Phone: (760) 245 2663
Fax: (760) 245 2668

SECTION XIII. PRE EXISTING AGREEMENT.

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

SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.

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

SECTION XV. NON-EXCLUSIVITY.

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

SECTION XVI. ENTIRE AGREEMENT.

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

SECTION XVII. SEVERABILITY.

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

SECTION XVIII. GOVERNING LAW.

This Agreement shall be governed under the laws of the State of California. In the event of any dispute arising between the parties arising out of or related to this Agreement, the parties agree

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

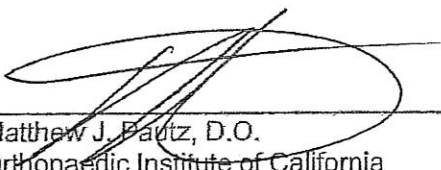
The parties are prohibited from engaging in any discriminatory, harassing, or retaliatory conduct, and Physician agrees to fully comply with all applicable local, state and federal anti-discrimination and employment-related regulations and laws.

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

Dated: 10/20/17 By: _____

Matthew J. Pautz, D.O.
Orthopaedic Institute of California
15201 11th St
Victorville, CA 92395

Shelly Egerer

From: Christina Meissner <CMeissner@MTBAttorneys.com>
Sent: Wednesday, September 27, 2017 2:53 PM
To: Shelly Egerer
Subject: RE: Dr Pautz agreement (on-call surgeon)_2017-2018

Good to go.

From: Shelly Egerer [mailto:Shelly.Egerer@bvchd.com]
Sent: Tuesday, September 26, 2017 10:54 AM
To: Christina Meissner <CMeissner@MTBAttorneys.com>
Subject: Dr Pautz agreement (on-call surgeon)_2017-2018

Good morning Christina,

I made the changes on the dates.

I believe it is good to go?

I am going to confirm with John and we should be good to go.

Best Wishes,

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

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

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



MEMO

Date: October 30, 2017
To: Board of Directors
From: John Friel, CEO
Re: McCall & Lee Agreement



Recommendation:

The Board of Directors approve the McCall and Lee Agreement as presented.

Background:

Administration, Human Resource and Laboratory Director have interviewed candidates for the Laboratory Director position without a candidate being called back for a second interview.

McCall & Lee have two candidates that we would like to interview and attempt to offer the full time position if one of the candidates would be a good fit for the department. The 20% fee is lower than other agencies we have currently used.

Legal counsel has reviewed the agreement and approved as presented.



Contract Cover Sheet

Contract Name: McCall + Lee

Purpose of Contract: LAB Director

Contract # / Effective Date / Term _____ / _____

Originating Dept. Name / Number: Laboratory Department

Department Manager Signature: _____ Date: _____

BAA: ☐ Yes ☐ No

W-9: ☒ Yes ☐ No

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: _____
<u>HIPAA/Privacy Officer</u> (as appropriate)	Signature: <u>SA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>VIA Email</u>	Date: <u>10-27-17</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>10-23-17</u>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>19 Oct 2017</u>
<u>Chief Executive Officer</u>	Signature: <u>[Signature]</u>	Date: <u>10-19-17</u>
<u>Board of Directors</u> When Applicable	Signature: _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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

Updated 5/2017

MCCALL & LEE

Contingency Fee Agreement

The fee for our services is earned if the Employer, or any of its affiliates, hires a Candidate, directly or indirectly, within one (1) year of our referral. The fee is also earned in the event the Employer refers or identifies the Candidate to another Employer who hires the Candidate. This fee is based upon twenty percent (20%) of the employees first year estimated gross earnings. Gross earnings shall include base salary and reasonable bonuses and/or incentives. For candidates hired into full time positions, the base salary will be calculated off of a 2080 hours calendar year. For candidates hired into part time positions, the base salary will be calculated off of the maximum anticipated hours worked. The calculation of base salary for part time or per diem employees shall never be based on less than a 520 hours calendar year.

Terms: Fee is earned upon accepted of position. Half (1/2) of fee is due upon start date of candidate. The other half of net is due 30 days after start date. A late charge will be assessed at the rate of 2% per 30 days (24% per year) on all unpaid balances still unpaid by 30th day after starting date of employee. The guarantee of replacement is valid only if we receive payment of our service fees, in full, within 30 days after the candidate's start date.

Guarantee: If a candidate leaves the position without cause or is discharged by the Client for cause within one full year (365) days after the candidate's start date, M&L will assist Client in seeking a replacement candidate for the same specific position, or another position within the hospital on a pro-rated schedule as follows: Client will receive a replacement credit equal to 1/365th based on initial fee for each day of the guarantee period remaining in the guarantee period. Client must provide M&L with written notice of the termination and reasons within five (5) business days after the termination and have paid all previous invoices. This guarantee is not applicable if the service relationship terminates because the position is eliminated, or because Client has insufficient work for the candidate.

The above-mentioned arrangement is on a contingency basis, in that there is **no charge** for our services unless you hire the Candidate we referred to you. Your acceptance of referrals from our company constitutes your agreement with this fee agreement and shall be conclusive evidence of your acceptance of our schedule of charges, terms and conditions, unless we have signed a written modification. A candidate shall be deemed a referral of M&L unless Client submits documentation to M&L within 5 business days that Client has (1) interviewed Candidate for a position in the past six months or (2) would owe another agency the fee based on the agency's referral guidelines. If collection activities are necessary, you agree to pay all expenses thereof, including reasonable attorney's fees. We both agree that the laws and the courts of the state of California shall govern our relationship. All positions secured through our company are on an employer paid basis only.

The following definitions are applicable to this Agreement: "Candidate" means a person referred to you by us, directly or indirectly. "Refer" means the disclosure by us of the identity of the candidate by any means, orally, electronically or in writing. "Service relationship" means your engagement of the services of the candidate in any capacity, including as an employee, independent contractor, consultant, or other representative.

We do not discriminate in the acceptance or referral of candidates on the basis of race, religion, color, national origin, sex, age, marital status, physical handicap, or other protected characteristic. This arrangement may only be altered if in writing, and by an authorized officer of McCall and Lee, LLC. It is our pleasure to provide you with our recruiting service.

Bear Valley Community Hospital
41870 Garstin Dr.
Big Bear Lake, CA 92315

McCall and Lee, LLC (M&L)
9433 Bee Caves Rd, Building 3
Austin, TX 78733

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Shelly Egerer

From: Christina Meissner <CMeissner@MTBAttorneys.com>
Sent: Friday, October 27, 2017 6:51 PM
To: Shelly Egerer
Cc: Deborah Tropp
Subject: Re: Contingent agreement Bear Valley Community Hospital - McCall and Lee

Approved, thank you!

Christina N. Meissner, Esq.

Sent from my iPhone

On Oct 27, 2017, at 1:30 PM, Shelly Egerer <Shelly.Egerer@bvchd.com> wrote:

Please take a moment to review and let me know if the agreement is corrected and potential approval from you.

From: Hoss Melton [<mailto:hmelton@mlee.com>]
Sent: Thursday, October 26, 2017 1:50 PM
To: Shelly Egerer <Shelly.Egerer@bvchd.com>; Gerald Curry <Gerald.Curry@bvchd.com>
Subject: RE: Contingent agreement Bear Valley Community Hospital - McCall and Lee

Changes made.

Hoss Melton

Recruiter / Healthcare Specialty Practice

McCall & Lee, LLC

Tel 512-444-6400 x80 | Direct Line 323-515-8299

Mobile 805-205-4699

HMelton@MLee.com | www.MLee.com

From: Shelly Egerer [<mailto:Shelly.Egerer@bvchd.com>]
Sent: Thursday, October 26, 2017 11:09 AM
To: Gerald Curry <Gerald.Curry@bvchd.com>; Hoss Melton <hmelton@mlee.com>
Subject: FW: Contingent agreement Bear Valley Community Hospital - McCall and Lee

Please see the request from our legal counsel below.

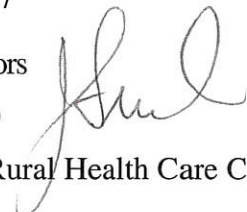
From: Christina Meissner [<mailto:CMeissner@MTBAttorneys.com>]
Sent: Thursday, October 26, 2017 9:57 AM
To: Shelly Egerer <Shelly.Egerer@bvchd.com>
Cc: Deborah Tropp <DTropp@MTBAttorneys.com>
Subject: RE: Contingent agreement Bear Valley Community Hospital - McCall and Lee

Thanks Shelly. Since they are willing to transfer the replacement credit to any position the hospital may need, I would request they change the agreement to reflect that. Right now, the agreement states the replacement credit will only be applied to the "same specific position . . ." Please see if they will revise this language accordingly per their email below and then re-send a revised agreement for our final review.



MEMO

Date: October 30, 2017
To: Board of Directors
From: John Friel, CEO
Re: 2018 Annual Rural Health Care Conference



Recommendation:

The Board of Directors approve travel expenses not to exceed \$2,000.00 and the Board stipend of \$100.00 for President Nicely to attend the conference.

Background:

The 2018 Annual Rural Health Care Conference is being conducted in Arizona February 04 through February 07, 2018. Travel expenses will be for air fare, lodging and meals.



MEMO

Date: October 18, 2017
To: Planning & Facilities Committee, Finance Committee & Board of Directors
From: Michael Mursick, Director of Facilities
Re: Electric Cart Purchase

Recommendation:

Currently the Maintenance Department has a budget of \$4,000 to purchase an electric cart. We would like the Planning & Facilities Committee to approve / recommend to the Board of Directors additional monies of approximately \$6,486.25 not exceeding \$7,000.00

Background:

I initially budgeted \$4,000.00 to purchase an electric cart for facilities so that we did not have to drive the full size truck around the sites for small jobs and so facilities had another means of transportation when the truck was being used offsite. When I brought this to the Planning and Facilities meeting, we concluded that it would be in the best interest of the organization to spend the extra money and purchase a street legal electric cart for liability reasons.

When I started my research for a cart, I found out that the cart must meet certain requirements so that it could be street legal. These type of carts are much more expensive than I initially asked for in my budget. I did find a cart in the Palm Desert area that we could purchase for \$9,000.00 less taxes & shipping. This cart regularly retails from \$14,000.00 to \$16,000.00 but the manufacturer has some large incentives at this time.



Board Report

November, 2017

Revenue Cycle Implementation

QHR consultants continue to work with Garth to gather data so that their upcoming visit value can be maximized.

Compliance Implementation

Tomi Hagen, QHR Compliance Consultant, was on-site Oct. 10 – 12 to work with Mary Norman and complete a Compliance Risk Assessment to identify areas of potential risk and prioritize them. Mary will review with Board at its meeting. Mary will also be presenting a Compliance Monitoring and Auditing Plan.

Upcoming Education Events – In November

Quorum Annual Compliance Conference Nov. 14 & 15

Trustee Webinars

11/14/17 Trustee Update #9: How the Board Should Prepare for Disasters: A Quick Guide for Hospitals 12:00 - 1:00 pm CST

11/15/17 Finding Your Brand: A Case Study 12:00 - 1:00 pm CST

Other

- Ron Vigus is planning to attend the November Board meeting.

Completed Projects

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

Attachment B

2016 QPA Strategic Service Partner Summary



Bear Valley Community Hospital

Entity ID: 20739

Vendor Name	Vendor Category	Net Purchases	Discount Description	Estimated Savings	Administrative Fees
CompHealth Associates, Inc	Staffing	\$2,500	11% - 16% Off Allied Recruiting Market Rate	\$309	\$125
EmCare, Inc.	Department Management	\$2,163,057	2% - Emcare Billing	\$44,144	\$10,457
Experian Health	Patient Financial and Business Services	\$13,231	28% - eCare Fees	\$5,145	\$496
Experian Health	Patient Financial and Business Services	\$1,533	23% - Average Discount	\$467	\$223
Sammons Preston	Supplies	\$5,300	33% Blended Item Average Discount	\$2,610	\$159
Veridikal Healthcare Solutions, LLC	Pharmacy Management Services	\$3,328	13% Average Discount	\$497	\$166
Facility Totals		\$2,188,949	Combined Discount: 2.37% *	\$53,173	\$11,627

Discount based on vendor-provided savings versus current market rates

**Total discount is a weighted average of individual vendor discounts applied to individual vendor purchases*





Chief Nursing Officer Report

October 2017

TOPIC	UPDATE	ACTION/FOLLOW UP
1. Regulatory	<ul style="list-style-type: none"> Mock CAH survey scheduled for the week of March 12. QHR will send 2 mock surveyors to BVCH to help prepare for the next CAH survey, anticipated at the end of 2018. 	<ul style="list-style-type: none"> Informational
2. Emergency Department	<ul style="list-style-type: none"> Seasonal hiring taking place. Several seasonal employees have returned for this season. New sound dampening curtains have been ordered. Select staff and physicians participated in the county 5150 training. 	<ul style="list-style-type: none"> Informational
3. SNF	<ul style="list-style-type: none"> SNF is preparing for anticipated survey the end of this year. Policies are being reviewed and revised to reflect new regulations. QAPI program is being integrated with IDCP. Census at 19 residents. Waiting list being reviewed for appropriate admissions. 	<ul style="list-style-type: none"> Informational Continue survey preparation and staff training
4. Acute/ Case Management	<ul style="list-style-type: none"> Staff education and competencies being revised due to update to Admission policy. 	<ul style="list-style-type: none"> Informational
5. Respiratory	<ul style="list-style-type: none"> One new Per Diem Respiratory Therapist hired. 	<ul style="list-style-type: none"> Informational
6. Physical Therapy	<ul style="list-style-type: none"> Assisting with Restorative Program and training on SNF. Monitoring volumes and staffing. 	<ul style="list-style-type: none"> Continue to monitor

7. Dietary	<ul style="list-style-type: none"> • Hosted employee appreciation tea. • New employees being oriented to the department. • Working with nursing to determine effective PAR levels. • Preparing for anticipated SNF survey. 	<ul style="list-style-type: none"> • Informational.
8. Education	<ul style="list-style-type: none"> • ED Director attended Emergency Preparedness training in Alabama, this is a free training offered to hospitals throughout the US. • 5150 training for Select ED staff. • Beta on-site November 7-8 for Just Culture training. • QHI conference November 1-3; this conference was paid for by a scholarship. 	<ul style="list-style-type: none"> • Informational
9. Informational	<ul style="list-style-type: none"> • PFAC committee accepting new applications. Last meeting a discussion was held on accomplishments, signage, Auxiliary in waiting rooms dress code. Future topics to include rounding, patient centered communication and special projects. • Beta HEART application for participation submitted. • Workplace Violence committee met, training in place for staff, security assessment completed, reporting in place. This committee will be combined with Safety going forward. • Applied for CARE grant to develop smoking cessation program for staff and community. • Smoking cessation classes being held weekly. 	<ul style="list-style-type: none"> • Informational
Kerri Jex MSN, RN CNO Date: October 31, 2017		

2017 Surgery Report

Aug-17		
Physician	# of Cases	Procedures
Pautz - DO	1	Repair Non Union Ulna
Pautz - DO	1	Transposition Ulnar Nerve
Pautz - DO	1	Carpal Tunnel Release
Pautz - DO	3	ORIF Hand
Pautz - DO	2	Acromioplasty, Rotator Cuff Repair
Critel - CRNA	2	LESI
Critel - CRNA	1	B/L Foot Injection
Critel - CRNA	1	B/L Shoulder Injection
Critel - CRNA	1	Occipital Nerve Block
Critel - CRNA	1	Left Thumb Injection
Tayani	7	Cataracts
Total	21	
Sep-17		
Physician	# of Cases	Procedures
Pautz - DO	1	A-1 Pulley Release
Pautz - DO	2	Acromioplasty, Rotator Cuff Repair
Pautz - DO	1	Removal of Hardware
Pautz - DO	2	Repair Malunion Finger
Pautz - DO	1	ORIF Finger
Pautz - DO	1	ORIF Hand
Pautz - DO	1	ORIF Wrist
Critel - CRNA	6	LESI
Critel - CRNA	2	B/L Knee Injections
Critel - CRNA	1	B/L Thumb Injections
Critel - CRNA	3	Trigger Points
Tayani	9	Cataracts
Total	30	
Oct-17		
Physician	# of Cases	Procedures
Pautz - DO	1	ORIF Ankle
Pautz - DO	1	ORIF Forearm
Pautz - DO	1	ORIF Elbow
Pautz - DO	1	Closed Reduction Percutaneous Pinning Wrist
Pautz - DO	1	I&D Elbow
Pautz - DO	1	Acromioplasty, Rotator Cuff Repair Shoulder
Pautz - DO	1	Carpal Tunnel Release
Pautz - DO	1	A-1 Pulley Release Thumb
Pautz - DO	1	Repair Achilles Tendon
Critel - CRNA	6	LESI
Critel - CRNA	1	Intercostal Nerve Block
Critel - CRNA	1	Thumb Injection
Critel - CRNA	1	Hip Injection
Critel - CRNA	1	Knee Injection
Tayani	0	Cataracts
Total	19	



CHIEF EXECUTIVE OFFICER REPORT OCTOBER 2017

CEO Information:

Request for Proposal for Master Plan has been sent to 21 architectural/design/ firms within the California and Western United States. As of Oct. 31 we have received seven firms that have responded to the RFP.

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

Laboratory Manager Position is continuing to be advertised and interviews are scheduled.

I have met with Dr. Wickwire, Dermatologist, Dr. Orr and Steve Combs at Summit Urgent Care. Additional meetings with local physicians are continuing to be scheduled.

The Foundation is continuing to review the Foundation Bylaws and are striving to present them to the Board of Directors at the December 2017 or January 2018 Board Meeting.

The CT Scanner, Mammography Room and the three new bathrooms are complete and patients are being seen.

Mom & Dad Project:

Senator Mike Morrell conducted the 13th Annual Women of Distinction Awards, November 3rd. Megan Meadors was one of the women being honored. Megan has been recognized and honored due to her volunteerism and other efforts that set an example for future generations to emulate. The women recognized are regarded highly by family, friends and colleagues. These women represent all that makes the 23rd Senate District as well as the Inland Empire such a great place to live. Please take a moment to congratulate Megan for her achievements.

Marketing:

Livestream contacted us and asked if we could host an additional blood drive, they are in desperate need of blood. The district will be hosting the blood drive December 5th in the parking lot.

Employee Activities:

We had our first "High Tea" Employee Recognition on October 20. Several employees were recognized; 5 years to 25 years. The employees were served a variety of tea's, finger sandwiches, deserts provided by our Dietary Department.

We had an employee/department pumpkin-carving contest that was very successful. Several departments submitted pumpkins.

- FHC 1st place
- Radiology 2nd Place
- HIM 3rd Place

The district passed out 5,000 granola bars for Halloween in the village. There were several volunteers from the hospital and the Foundation that participated in handing out the treats.

The district has scheduled a Celebration of Life for Bonnie Moore, November 17 at 12:00 pm in the Hospital Conference Room. We will be having a potluck lunch and staff will spend some time-sharing memories of Bonnie.

We have been collaborating with the BBL Fire Department and Air Methods (Mercy Air) to form a "Preferred Provider" Agreement where by Mercy will permanently station a staffed medical helicopter at BBC airport 24/7. This will improve air transportation to Big Bear residents and reduce wait time for equipment to arrive on site. Other than the pilot, the medical team will be employees of BBL Fire Department. Service is to begin Feb. 2018.

Information:

Quorum Board Minutes attached.

Quorum Board Minutes

Addressing Changes in the Healthcare Landscape



Secure Savings for Your Hospital and Improve Physician Satisfaction

October 2017



What are physician preference items?

Physician preference items are medical products clinically preferred and used by a physician to achieve desired patient outcomes.

Managing physician preference items is an essential component of optimizing hospital operations.

To secure savings for your hospital and improve satisfaction with physicians, it is important to focus on the patient, the data and the clinical outcomes. Have material managers spend a day in scrubs and get to know the surgeons.

Consider the following focus areas when discussing physician preference items with physicians:

1. Focus on the patient:

- a. Listen to the physician to learn what product features are important:
 - i. What is in best interest of patient?
 - ii. Does the product reinforce positive outcomes for the patient?

2. Focus on data:

- a. Provide clinical, data-driven information:
 - i. Where is the proof that this product positively impacts outcomes?
 - ii. Show how this enhances workflow and efficiency.

3. Focus on clinical outcomes and process:

- a. Show the results to understand “why”:
 - i. What’s in it for me as a physician?
 - ii. Will it increase my surgery time?
 - iii. Why should I look at this option?

When given proper information and incentives, surgeons can in fact reduce supply costs over time. According to a recent study in JAMA Surgery, surgeons were given a financial incentive to reduce costs by five percent. One group was provided with scorecards detailing monthly costs, high-price items used, and rankings of other surgeons’ costs for the same procedure, while the other received no extra information. Over a one-year period, median supply costs for the scorecard group fell 6.5 percent, while the median expenses for the control group rose by nearly 7.5 percent. Researchers identified two factors responsible for the positive results: better awareness of supply costs, and a willingness to emulate high-performing surgeon peers. While surgeons in

the study agreed that it was their responsibility to help reduce costs, those who used the scorecard system understood how their preference items and supply requests affected overall spending. As a result, it was easier to adjust supply choices and choose more cost-efficient items and devices.

Once your physicians see the data and get to know you, they become empowered to select the right solution. The Supply AdVantage application is a great tool to optimize hospital supply chain spend. For more information you can contact Tony Bramer, VP at Quorum Purchasing Advantage at TBramer@QHR.com.

Heard in the News

Read more about this topic here:

Healthcare Finance News: Data is King for Hospitals to Save Money in the Supply Chain

H&HN: Tackling Physician Preference Items

FierceHealthcare: 4 Healthcare Executives Weigh in on a Supply Chain Conundrum

Resources:

Definitive Healthcare: Reining in Hospital Supply Costs and Physician Preference Item Spending



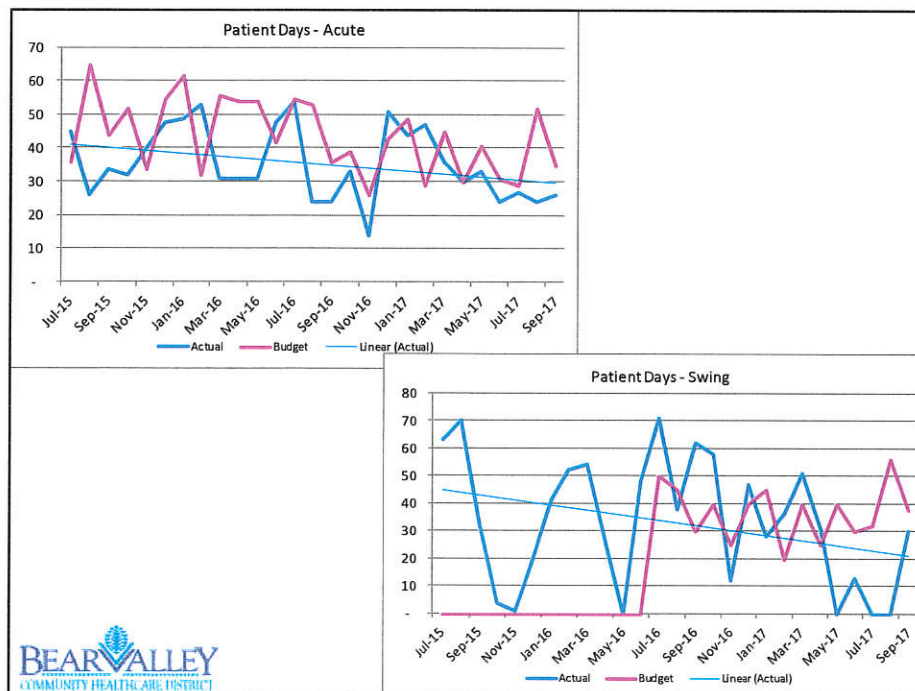
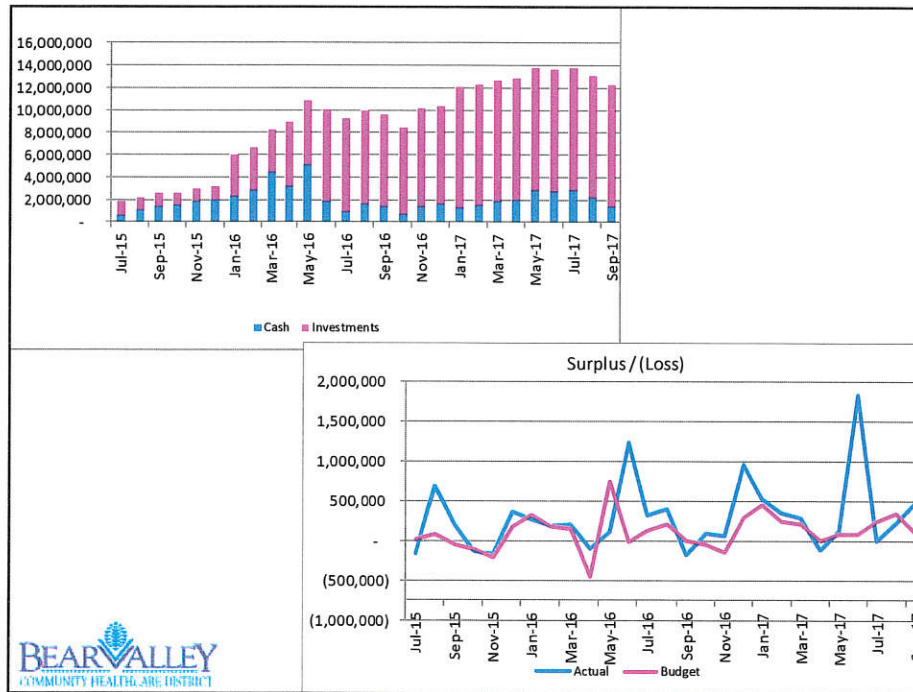


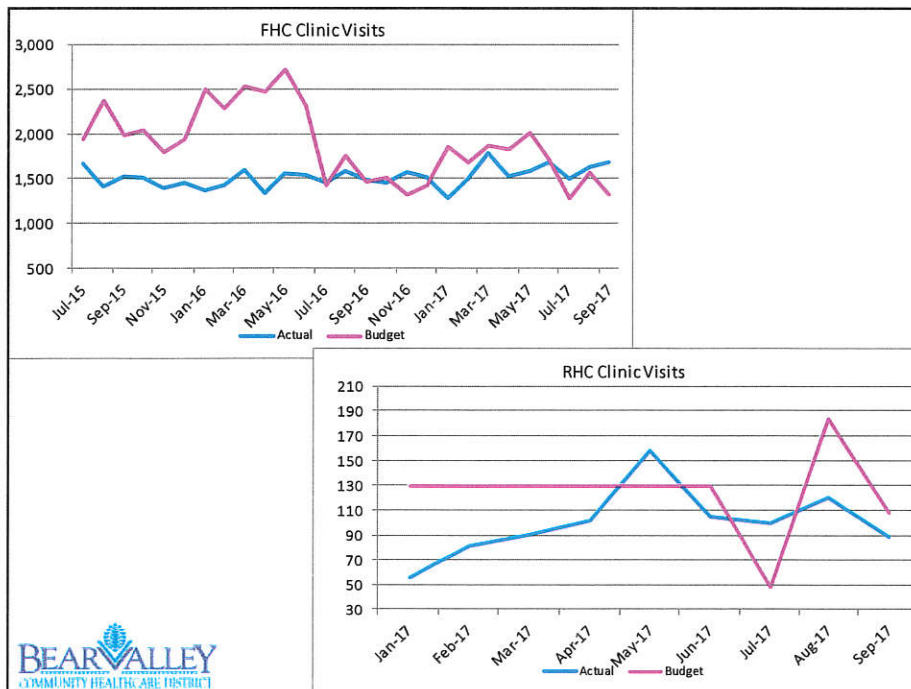
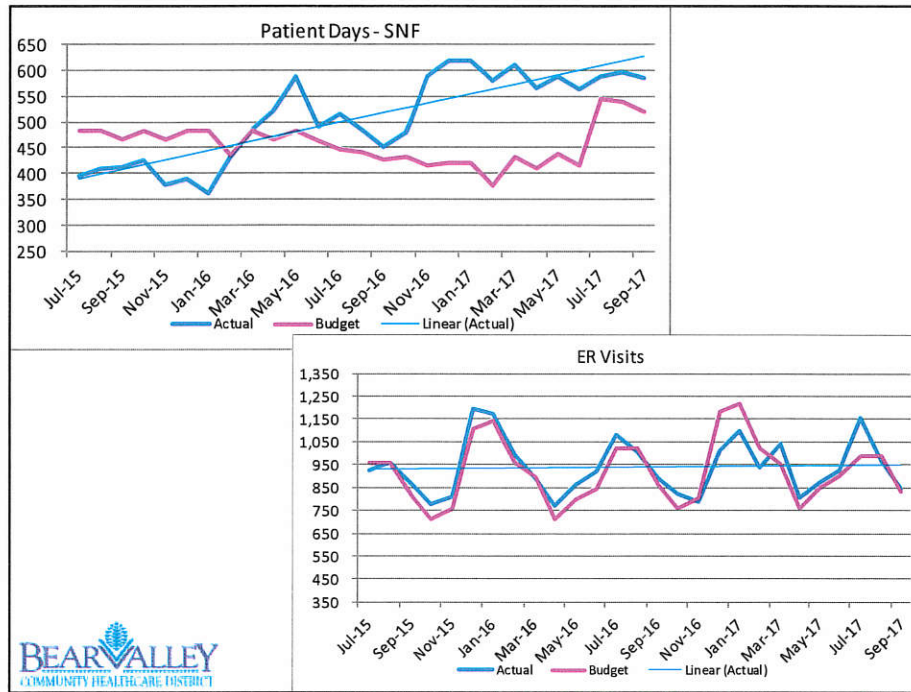
Finance Report
September 2017 Results

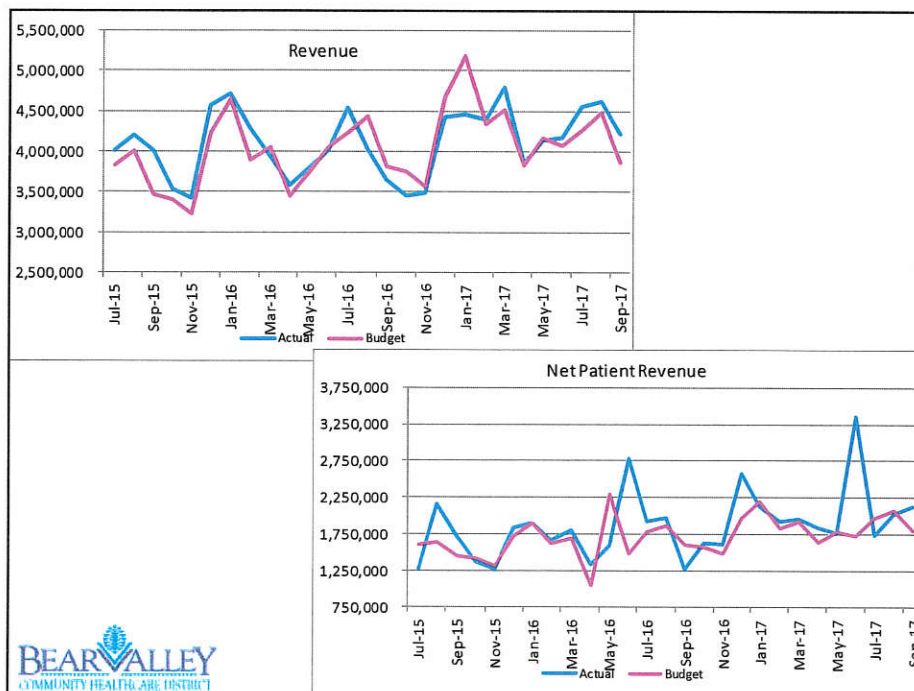
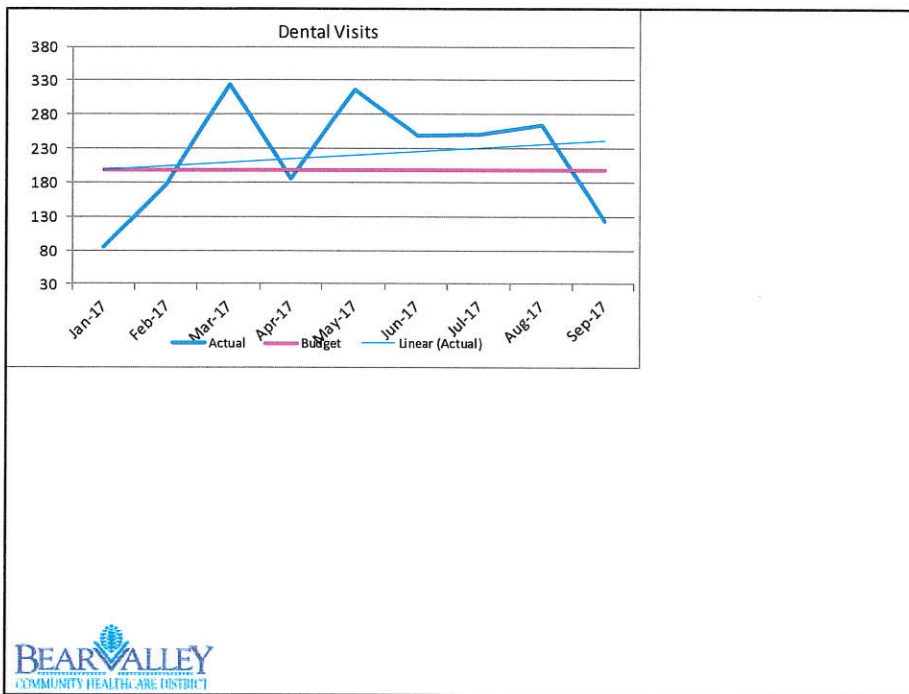
Summary for September 2017

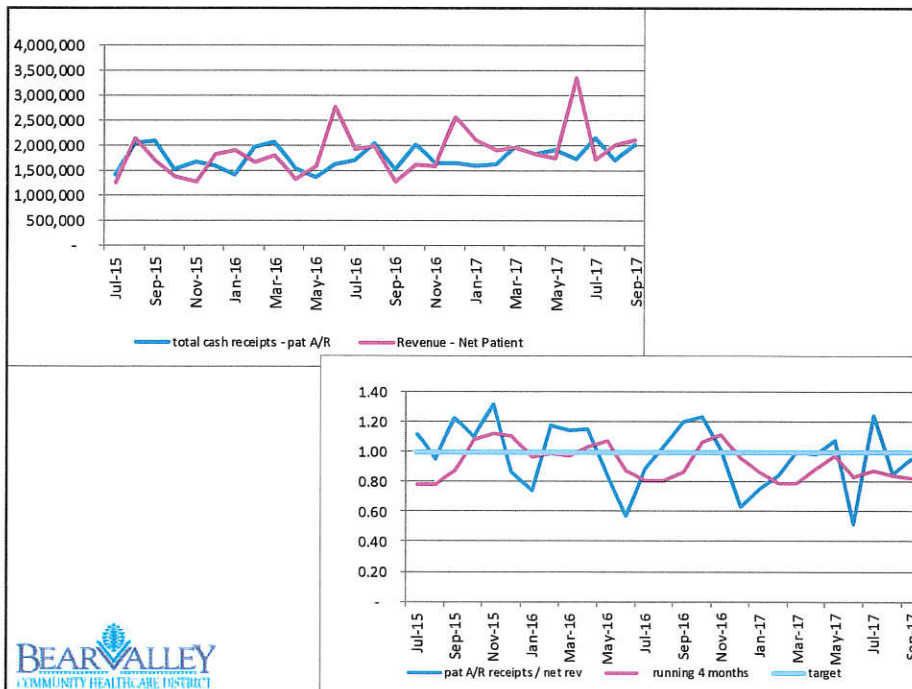
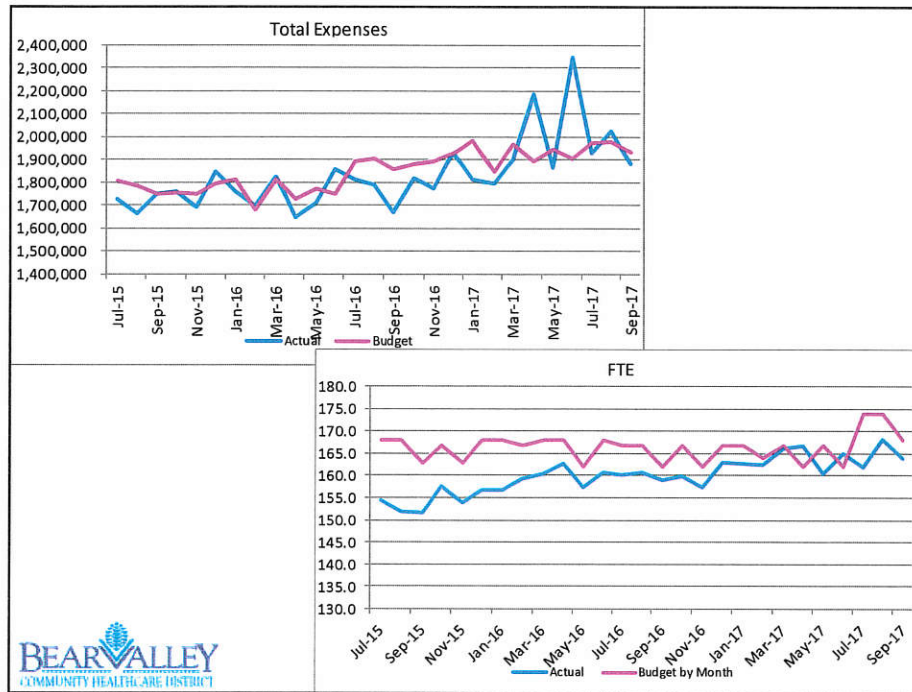
- Cash on Hand - \$1,483,027
- Investments - \$10,921,640
- Days Cash on hand, including investments with LAIF – 201
- Surplus of \$477,013 for the month compared to budgeted surplus of \$103,584.
- Total Patient Revenue over Budget by 8.9% for the month
- Net Revenue was 16.1% more than budget.
- Total Expenses 2.7% lower than budget

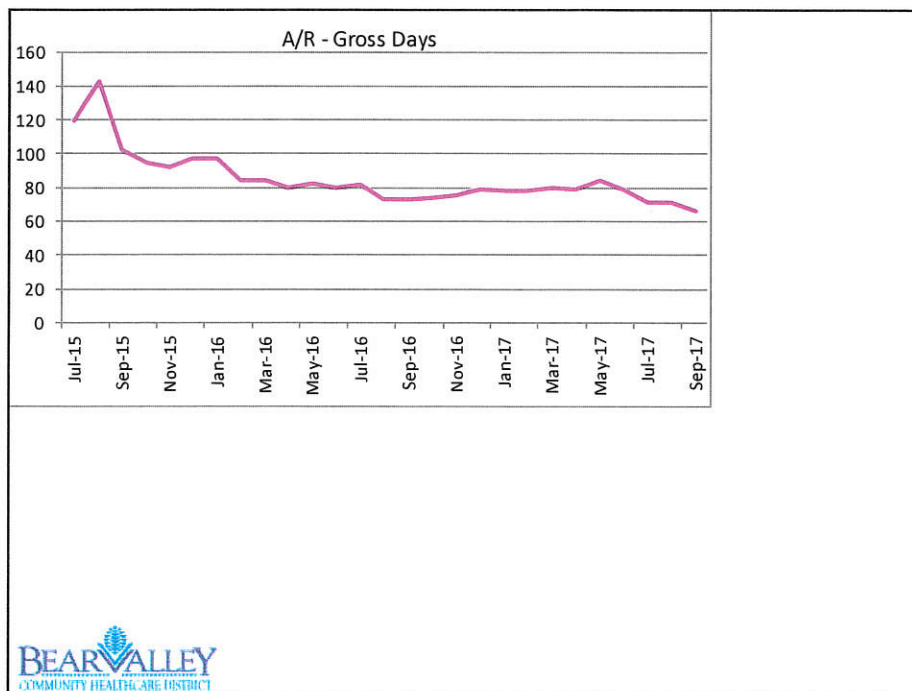














September 2017 Financial Results

For the month . . .

Total Patient Revenue of \$4,224,893 was over budget by 8.9%. Inpatient revenue was again under budget, but we did have 30 Swing patient days where we have had none the past 2 months. Outpatient revenue was 24.9% over budget. Statistics in Laboratory, X-Ray, Mammography CT, and Ultrasound were all over budget for the month. Clinic revenue was 60.2% over budget. Emergency Room revenue was 2.4% more than budget with visits 1.4% over budget. Skilled nursing Census continues to run ahead of budget. Skilled nursing revenue was 8.6% over budget for the month.

Deductions from Revenue of \$2,092,654 were 0.7% higher than budget.

Total operating Revenue of \$2,152,282 was 16.1% more budget.

Total Operating Expenses of \$1,883,559 were lower than budget by 2.7%.

Our surplus for the month of September 2017 was \$477,013. This is significantly more than our budgeted Surplus of \$103,584 for the month.

Our Operating Cash and Investments total \$12,404,667. Total Days Cash on hand are 201. We have paid out funds toward IGT (Inter-Government Transfers) which will come back to us and have continued to make payment for Capital Projects.

Key Statistics

Both Inpatient and Swing Patient days were under budget for the month. We did have Swing patient days in September.

SNF days totaled 586, an Average Daily Census of 19.5. Budget for the month was an ADC of 17.4

Emergency Room visits totaled 848 for the month – 1.4% higher than budget.

Through the 1st three months of our Fiscal Year . . .

Patient revenue is 6.0% ahead of budget, total revenue deductions are 10.9% more than budget, total expenses are 0.8% lower than budget, and our surplus of \$710,522 is 0.8% lower than budget.

Acute and Swing patient days are less than half the number budgeted. SNF days are 10% over budget. ER Visits are 5.7% over budget. FTE are running 5.5 lower than budget.

Bear Valley Community Healthcare District
Financial Statements September 31, 2017

Financial Highlights—Hospital
STATEMENT OF OPERATIONS

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 16/17	FY 17/18		VARIANCE		FY 16/17	FY 17/18		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
1 Total patient revenue	3,645,268	4,224,893	3,880,131	344,762	8.9%	12,222,757	13,410,408	12,650,394	760,014	6.0%
2 Total revenue deductions	2,372,205	2,092,654	2,077,294	15,360	0.7%	7,033,149	7,514,176	6,772,603	741,573	10.9%
3 % Deductions	65%	50%	54%			58%	56%	54%		
4 Net Patient Revenue	1,273,063	2,132,239	1,802,837	329,402	18.3%	5,189,608	5,896,232	5,877,791	18,441	0.3%
5 % Net to Gross	35%	50%	46%			42%	44%	46%		
6 Other Revenue	23,084	20,043	51,584	(31,541)	-61.1%	38,371	62,450	155,546	(93,096)	-59.9%
7 Total Operating Revenue	1,296,147	2,152,282	1,854,421	297,861	16.1%	5,227,979	5,958,682	6,033,337	(74,655)	-1.2%
8 Total Expenses	1,661,593	1,883,559	1,936,584	(53,025)	-2.7%	5,252,369	5,825,704	5,874,292	(48,588)	-0.8%
9 % Expenses	46%	45%	50%			43%	43%	46%		
10 Surplus (Loss) from Operations	(365,446)	268,723	(82,163)	350,886	427.1%	(24,390)	132,978	159,045	(26,067)	16.4%
11 % Operating margin	-10%	6%	-2%			0%	1%	1%		
12 Total Non-operating	187,526	208,290	185,747	22,543	12.1%	568,907	577,544	557,241	20,303	3.6%
13 Surplus/(Loss)	(177,920)	477,013	103,584	373,429	-360.5%	544,517	710,522	716,286	(5,764)	0.8%
14 % Total margin	-5%	11%	3%			4%	5%	6%		

BALANCE SHEET

	A	B	C	D	E
	September	September	August		
	FY 16/17	FY 17/18	FY 17/18	VARIANCE	
				Amount	%
15 Gross Accounts Receivables	10,392,592	9,817,444	10,527,560	(710,116)	-6.7%
16 Net Accounts Receivables	3,474,189	4,001,787	4,151,968	(150,181)	-3.6%
17 % Net AR to Gross AR	33%	41%	39%		
18 Days Gross AR	74	67	73	(5)	-7.0%
19 Cash Collections	1,532,443	2,025,147	1,716,383	308,764	18.0%
20 Investments	8,277,960	10,921,640	10,894,184	27,456	0.3%
21 Cash on hand	1,595,276	1,483,027	2,292,426	(809,399)	-35.3%
22 Total Cash & Invest	9,873,236	12,404,667	13,186,610	(781,943)	-5.9%
23 Days Cash & Invest	177	201	212	(11)	-5.0%
24 Total Cash and Investments	9,873,236	12,404,667			
Increase Current Year vs. Prior Year		2,531,431			

Bear Valley Community Healthcare District
Financial Statements September 31, 2017

Statement of Operations

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 15/16	FY 16/17		VARIANCE		FY 15/16	FY 16/17		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
Gross Patient Revenue										
1 Inpatient	218,383	150,843	221,871	(71,028)	-32.0%	714,213	345,144	729,981	(384,837)	-52.7%
2 Outpatient	841,584	1,063,953	852,152	211,801	24.9%	2,697,465	3,138,856	2,693,152	445,704	16.5%
3 Clinic Revenue	182,215	339,870	212,145	127,725	60.2%	563,253	1,057,365	666,123	391,242	58.7%
4 Emergency Room	2,203,280	2,407,574	2,352,114	55,460	2.4%	7,602,202	8,079,110	7,818,876	260,234	3.3%
5 Skilled Nursing Facility	199,806	262,653	241,849	20,804	8.6%	645,624	789,933	742,262	47,671	6.4%
6 Total patient revenue	3,645,268	4,224,893	3,880,131	344,762	8.9%	12,222,757	13,410,408	12,650,394	760,014	6.0%
Revenue Deductions										
7 Contractual Allow	2,088,693	1,994,911	1,901,515	93,396	4.9%	5,871,397	6,735,653	6,199,511	536,142	8.6%
8 Contractual Allow PY	12	1,249	-	1,249	#DIV/0!	(13,036)	1,712	-	1,712	#DIV/0!
9 Charity Care	12,765	-	8,310	(8,310)	-100.0%	46,025	20,517	27,092	(6,575)	-24.3%
10 Administrative	610	169,442	7,281	162,161	2227.2%	9,855	283,364	23,739	259,625	1093.7%
11 Policy Discount	4,191	7,202	5,931	1,271	21.4%	18,376	30,674	19,337	11,337	58.6%
12 Employee Discount	1,123	3,938	3,227	711	22.0%	8,128	17,748	10,520	7,228	68.7%
13 Bad Debts	158,501	45,428	151,030	(105,602)	-69.9%	552,233	55,375	492,404	(437,029)	-88.8%
14 Denials	266,959	(129,516)	-	(129,516)	#DIV/0!	540,171	369,133	-	369,133	#DIV/0!
15 Total revenue deductions	2,372,205	2,092,654	2,077,294	15,360	0.7%	7,033,149	7,514,176	6,772,603	741,573	10.9%
16 Net Patient Revenue	1,273,063	2,132,239	1,802,837	329,402	18.3%	5,189,608	5,896,232	5,877,791	18,441	0.3%
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	23,084	20,043	51,584	(31,541)	-61.1%	38,371	62,450	155,546	(93,096)	-59.9%
18 Total Operating Revenue	1,296,147	2,152,282	1,854,421	297,861	16.1%	5,227,979	5,958,682	6,033,337	(74,655)	-1.2%
Expenses										
19 Salaries	698,588	802,366	798,899	3,467	0.4%	2,245,255	2,444,397	2,450,345	(5,948)	-0.2%
20 Employee Benefits	250,886	300,954	330,502	(29,548)	-8.9%	826,371	906,144	968,871	(62,727)	-6.5%
21 Registry	11,565	-	-	-	#DIV/0!	33,285	12,718	-	12,718	#DIV/0!
22 Salaries and Benefits	961,039	1,103,320	1,129,401	(26,081)	-2.3%	3,104,911	3,363,259	3,419,216	(55,957)	-1.6%
23 Professional fees	124,232	149,941	154,007	(4,066)	-2.6%	385,292	472,948	466,791	6,157	1.3%
24 Supplies	119,626	101,350	119,647	(18,297)	-15.3%	385,193	368,111	377,096	(8,985)	-2.4%
25 Utilities	43,908	43,009	45,753	(2,744)	-6.0%	133,351	127,560	137,882	(10,322)	-7.5%
26 Repairs and Maintenance	27,369	35,825	22,565	13,260	58.8%	60,436	77,525	67,901	9,624	14.2%
27 Purchased Services	250,474	281,012	290,479	(9,467)	-3.3%	779,294	929,175	880,693	48,482	5.5%
28 Insurance	25,014	25,762	25,917	(155)	-0.6%	75,042	77,286	77,751	(465)	-0.6%
29 Depreciation	44,325	58,815	75,000	(16,185)	-21.6%	132,975	156,545	225,000	(68,455)	-30.4%
30 Rental and Leases	18,079	35,360	16,297	19,063	117.0%	54,473	121,784	48,891	72,893	149.1%
32 Dues and Subscriptions	4,410	5,725	5,046	679	13.4%	12,905	16,670	15,136	1,534	10.1%
33 Other Expense	43,117	43,441	52,472	(9,031)	-17.2%	128,497	114,843	157,935	(43,092)	-27.3%
34 Total Expenses	1,661,593	1,883,559	1,936,584	(53,025)	-2.7%	5,252,369	5,825,704	5,874,292	(48,588)	-0.8%
35 Surplus (Loss) from Operations	(365,446)	268,723	(82,163)	350,886	427.1%	(24,390)	132,978	159,045	(26,067)	16.4%
Non-Operating Income										
36 Tax Revenue	189,917	186,047	186,047	-	0.0%	569,751	558,141	558,141	-	0.0%
38 Other non-operating Interest Income	4,401	(130)	3,283	(3,413)	-104.0%	12,777	10,117	9,849	268	2.7%
Interest Expense	790	30,375	4,167	26,208	628.9%	9,749	32,907	12,501	20,406	163.2%
Interest Expense	(7,582)	(8,002)	(7,750)	(252)	3.3%	(23,370)	(23,621)	(23,250)	(371)	1.6%
39 Total Non-operating	187,526	208,290	185,747	22,543	12.1%	568,907	577,544	557,241	20,303	3.6%
BVCHD September 30, 2017 Financial Report 9 of 14	(177,920)	477,013	103,584	373,429	-360.5%	544,517	710,522	716,286	(5,764)	0.8%

2017-18 Actual BS

BALANCE SHEET

(Reflects 6/30/17 Y/E audit adjustments)

	PY BS			
	July	Aug	Sept	June
ASSETS:				
Current Assets				
Cash and Cash Equivalents (Includes CD's)	2,926,360	2,290,992	1,483,027	2,858,405
Gross Patient Accounts Receivable	10,084,033	10,529,969	9,819,853	10,749,524
Less: Reserves for Allowances & Bad Debt	6,481,129	6,632,089	5,818,066	6,824,943
Net Patient Accounts Receivable	3,602,904	3,897,880	4,001,787	3,924,581
Tax Revenue Receivable	2,232,569	2,232,569	2,232,569	56,787
Other Receivables	88,537	55,474	750,144	107,830
Inventories	217,948	220,580	221,025	212,805
Prepaid Expenses	330,877	339,259	336,340	192,216
Due From Third Party Payers	0			
Due From Affiliates/Related Organizations	0			
Other Current Assets	0			
Total Current Assets	9,399,195	9,036,754	9,024,893	7,352,624
Assets Whose Use is Limited				
Investments	10,894,184	10,894,184	10,921,640	10,894,184
Other Limited Use Assets	144,375	144,375	144,375	144,375
Total Limited Use Assets	11,038,559	11,038,559	11,066,015	11,038,559
Property, Plant, and Equipment				
Land and Land Improvements	547,472	570,615	570,615	547,472
Building and Building Improvements	9,657,088	9,659,388	9,686,383	9,657,088
Equipment	9,625,066	9,694,652	10,189,492	9,614,476
Construction In Progress	1,058,659	1,101,848	753,103	532,158
Capitalized Interest	0			
Gross Property, Plant, and Equipment	20,888,285	21,026,502	21,199,592	20,351,194
Less: Accumulated Depreciation	12,764,979	12,814,141	12,872,956	12,716,411
Net Property, Plant, and Equipment	8,123,306	8,212,362	8,326,636	7,634,783
TOTAL UNRESTRICTED ASSETS	28,561,060	28,287,674	28,417,544	26,025,966
Restricted Assets	0	0	0	0
TOTAL ASSETS	28,561,060	28,287,674	28,417,544	26,025,966

2017-18 Actual BS

BALANCE SHEET

(Reflects 6/30/17 Y/E audit adjustments)

LIABILITIES:

	PY BS			
	July	Aug	Sept	June
Current Liabilities				
Accounts Payable	1,382,046	985,885	792,559	1,055,031
Notes and Loans Payable				
Accrued Payroll	775,117	846,351	884,291	684,799
Patient Refunds Payable				
Due to Third Party Payers (Settlements)	709,007	709,470	695,980	649,537
Advances From Third Party Payers				
Current Portion of Def Rev - Txs,	2,046,518	1,860,471	1,674,424	-4
Current Portion - LT Debt	35,000	35,000	35,000	35,000
Current Portion of AB915				
Other Current Liabilities (Accrued Interest & Accrued Other)	15,243	23,005	30,785	7,621
Total Current Liabilities	4,962,931	4,460,183	4,113,039	2,431,984
Long Term Debt				
USDA Loan	2,930,000	2,930,000	2,930,000	2,965,000
Leases Payable	0	0	0	0
Less: Current Portion Of Long Term Debt	35,000	35,000	35,000	35,000
Total Long Term Debt (Net of Current)	2,930,000	2,930,000	2,930,000	2,930,000
Other Long Term Liabilities				
Deferred Revenue	0	0	0	0
Other	0	0	0	0
Total Other Long Term Liabilities	0	0	0	0
TOTAL LIABILITIES	7,892,931	7,390,183	7,043,039	5,361,984
Fund Balance				
Unrestricted Fund Balance	20,663,982	20,663,983	20,663,982	16,251,126
Temporarily Restricted Fund Balance	0	0		
Equity Transfer from FRHG	0	0		
Net Revenue/(Expenses)	4,147	233,510	710,523	4,412,856
TOTAL FUND BALANCE	20,668,129	20,897,491	21,374,505	20,663,982
TOTAL LIABILITIES & FUND BALANCE	28,561,060	28,287,674	28,417,544	26,025,966

**Bear Valley Community Healthcare District
Financial Statements**

Current Year Trending Statement of Operations

A Statement of Operations—CURRENT YEAR 2018

	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	95,787	98,514	150,843										345,144
2 Outpatient	868,939	1,205,964	1,063,953										3,138,856
3 Clinic	347,893	369,602	339,870										1,057,365
4 Emergency Room	2,985,253	2,686,283	2,407,574										8,079,110
5 Skilled Nursing Facility	261,793	265,487	262,653										789,933
6 Total patient revenue	4,559,665	4,625,850	4,224,893	-	-	-	-	-	-	-	-	-	13,410,408
Revenue Deductions	C/A 0.56	0.47	0.47	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.50
7 Contractual Allow	2,548,409	2,192,333	1,994,911										6,735,653
8 Contractual Allow PY	-	463	1,249										1,712
9 Charity Care	7,675	12,842	-										20,517
10 Administrative	(746)	114,668	169,442										283,364
11 Policy Discount	11,532	11,940	7,202										30,674
12 Employee Discount	4,711	9,099	3,938										17,748
13 Bad Debts	(59,348)	69,295	45,428										55,375
14 Denials	307,852	190,797	(129,516)										369,133
15 Total revenue deductions	2,820,085	2,601,437	2,092,654	-	-	-	-	-	-	-	-	-	7,514,176
	0.62	0.56	0.50	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
16 Net Patient Revenue	1,739,580	2,024,413	2,132,239	-	-	-	-	-	-	-	-	-	5,896,232
	38.2%	43.8%	50.5%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	44.0%
17 Other Revenue	7,162	35,245	20,043										62,450
18 Total Operating Revenue	1,746,742	2,059,658	2,152,282	-	-	-	-	-	-	-	-	-	5,958,682
Expenses													
19 Salaries	800,028	842,003	802,366										2,444,397
20 Employee Benefits	286,721	318,469	300,954										906,144
21 Registry	12,718	-	-										12,718
22 Salaries and Benefits	1,099,467	1,160,472	1,103,320	-	-	-	-	-	-	-	-	-	3,363,259
23 Professional fees	163,392	159,614	149,941										472,948
24 Supplies	130,715	136,046	101,350										368,111
25 Utilities	42,342	42,209	43,009										127,560
26 Repairs and Maintenance	22,461	19,239	35,825										77,525
27 Purchased Services	302,014	346,148	281,012										929,175
28 Insurance	25,762	25,762	25,762										77,286
29 Depreciation	48,568	49,162	58,815										156,545
30 Rental and Leases	46,445	39,979	35,360										121,784
32 Dues and Subscriptions	5,518	5,427	5,725										16,670
33 Other Expense	36,147	35,255	43,441										114,843
34 Total Expenses	1,922,831	2,019,314	1,883,559	-	-	-	-	-	-	-	-	-	5,825,704
Surplus (Loss) from Operations	(176,089)	40,344	268,723	-	-	-	-	-	-	-	-	-	132,978
Non-Operating Income													
37 Tax Revenue	186,047	186,047	186,047										558,141
38 Other non-operating		10,247	(130)										10,117
Interest Income	1,906	626	30,375										32,907
Interest Expense	(7,717)	(7,902)	(8,002)										(23,621)
39 Total Non-operating	180,236	189,018	208,290	-	-	-	-	-	-	-	-	-	577,544
40 Surplus/(Loss)	4,147	229,362	477,013	-	-	-	-	-	-	-	-	-	710,522

Units of Service
For the period ending: September 30, 2017

30		92											
Current Month						Bear Valley Community Hospital		Year-To-Date					
Sep-17		Sep-16	Actual	-Budget	Act.-Act.		Sep-17	Sep-16	Actual	-Budget	Act.-Act.		
Actual	Budget	Actual	Variance	Var %	Var %		Actual	Budget	Actual	Variance	Var %	Var %	
26	35	24	(9)	-25.7%	8.3%	Med Surg Patient Days	77	116	102	(39)	-33.6%	-24.5%	
30	38	62	(8)	-21.0%	-51.6%	Swing Patient Days	30	126	171	(96)	-76.2%	-82.5%	
586	521	450	65	12.5%	30.2%	SNF Patient Days	1,772	1,607	1,450	165	10.3%	22.2%	
642	594	536	48	8.1%	19.8%	Total Patient Days	1,879	1,849	1,723	30	1.6%	9.1%	
13	15	9	(2)	-13.3%	44.4%	Acute Admissions	37	45	42	(8)	-17.8%	-11.9%	
12	15	8	(3)	-20.0%	50.0%	Acute Discharges	39	45	45	(6)	-13.3%	-13.3%	
2.2	-	3.0	2.2	#DIV/0!	-27.8%	Acute Average Length of Stay	2.0	-	2.3	2.0	#DIV/0!	-12.9%	
0.9	1.2	0.8	(0.3)	-25.7%	8.3%	Acute Average Daily Census	0.8	1	1.1	(0.4)	-33.6%	-24.5%	
20.5	18.6	17.1	1.9	10.2%	20.3%	SNF/Swing Avg Daily Census	19.6	19	17.6	0.8	4.0%	11.2%	
21.4	19.8	17.9	1.6	8.1%	19.8%	Total Avg. Daily Census	20.4	20	18.7	0.3	1.6%	9.1%	
48%	44%	40%	4%	8.1%	19.8%	% Occupancy	45%	45%	42%	1%	1.6%	9.1%	
11	15	7	(4)	-26.7%	57.1%	Emergency Room Admitted	33	45	38	(12)	-26.7%	-13.2%	
837	1,000	888	(163)	-16.3%	-5.7%	Emergency Room Discharged	2,943	3,000	2,950	(57)	-1.9%	-0.2%	
848	836	895	12	1.4%	-5.3%	Emergency Room Total	2,976	2,816	2,988	160	5.7%	-0.4%	
28	28	30	0	1.4%	-5.3%	ER visits per calendar day	32	31	32	2	5.7%	-0.4%	
85%	100%	78%	50%	50.0%	8.8%	% Admits from ER	89%	100%	90%	67%	66.7%	-1.4%	
-	-	-	-	0.0%	#DIV/0!	Surgical Procedures I/P	-	-	-	-	0.0%	#DIV/0!	
18	22	-	(4)	0.0%	#DIV/0!	Surgical Procedures O/P	45	64	13	(19)	-29.7%	246.2%	
18	22	-	(4)	0.0%	#DIV/0!	TOTAL Procedures	45	64	13	(19)	-29.7%	246.2%	
1,060	286	-	774	0.0%	#DIV/0!	Surgical Minutes Total	2,963	876	250	2,087	238.2%	1085.2%	

Units of Service
For the period ending: September 30, 2017

Current Month						Bear Valley Community Hospital						Year-To-Date			
Sep-17		Sep-16		Actual - Budget		Act.-Act.		Sep-17		Sep-16		Actual - Budget		Act.-Act.	
Actual	Budget	Actual	Variance	Var %	Var %			Actual	Budget	Actual	Variance	Var %	Var %		
6,003	5,603	6,149	400	7.1%	-2.4%	Lab Procedures		19,712	17,720	19,446	1,992	11.2%	1.4%		
778	641	680	137	21.4%	14.4%	X-Ray Procedures		1,794	2,096	2,314	(302)	-14.4%	-22.5%		
270	219	210	51	23.3%	28.6%	C.T. Scan Procedures		788	733	799	55	7.5%	-1.4%		
241	195	217	46	23.6%	11.1%	Ultrasound Procedures		720	609	705	111	18.2%	2.1%		
79	50	56	29	58.0%	41.1%	Mammography Procedures		229	150	173	79	52.7%	32.4%		
285	226	232	59	26.1%	22.8%	EKG Procedures		946	770	784	176	22.9%	20.7%		
79	92	103	(13)	-14.1%	-23.3%	Respiratory Procedures		293	266	294	27	10.2%	-0.3%		
1,332	1,517	1,553	(185)	-12.2%	-14.2%	Physical Therapy Procedures		3,940	4,493	4,685	(553)	-12.3%	-15.9%		
1,788	1,441	1,492	347	24.1%	19.8%	Primary Care Clinic Visits		5,157	4,554	4,540	603	13.2%	13.6%		
123	200	-	(77)	0.0%	#DIV/0!	Specialty Clinic Visits		640	600	-	40	0.0%	#DIV/0!		
1,911	1,641	1,492	270	16.5%	28.1%	Clinic		5,797	5,154	4,540	643	12.5%	27.7%		
74	63	57	10	16.5%	28.1%	Clinic visits per work day		45	40	35	5	12.5%	27.7%		
20.1%	20.00%	22.40%	0.10%	0.50%	-10.27%	% Medicare Revenue		19.63%	20.00%	21.27%	-0.37%	-1.83%	-7.68%		
42.50%	37.00%	38.10%	5.50%	14.86%	11.55%	% Medi-Cal Revenue		39.97%	37.00%	38.50%	2.97%	8.02%	3.81%		
33.30%	38.00%	35.70%	-4.70%	-12.37%	-6.72%	% Insurance Revenue		36.17%	38.00%	36.67%	-1.83%	-4.82%	-1.36%		
4.10%	5.00%	3.80%	-0.90%	-18.00%	7.89%	% Self-Pay Revenue		4.23%	5.00%	3.57%	-0.77%	-15.33%	18.69%		
144.7	150.00	137.6	(5.3)	-3.6%	5.1%	Productive FTE's		145.24	153.33	141.2	(8.1)	-5.3%	2.9%		
163.8	168.00	158.9	(4.2)	-2.5%	3.1%	Total FTE's		164.52	172.00	159.8	(7.5)	-4.3%	3.0%		



CFO REPORT for

November 6, 2017, Finance Committee and November 8, 2017, Board meetings

Healthcare Reform – Covered California and The Better Care Reconciliation Act of 2017, American Health Care Act, and the Affordable Care Act

There is not much action on the healthcare reform front. There have been some attempts at reform to the Affordable Care Act to address issues impacting the insurance markets. The focus of the Congress seems to be efforts to expanding CHIP for five years (CHIP currently covers 1.4 million children in California) and to delay scheduled reduction of DSH payments. Healthcare reform continues to be a stated priority of the majority party and recent proposals would have had a significant adverse impact on California, we will continue to monitor closely.

Accounts Receivable / TruBridge

The most recent weekly report shows AR days at 65.9. Other key indicators are as follows

Uncoded days 0.2.

Unchecked days 1.28.

Average charge close day lag 3.6.

Amounts paid by BVCHD for QHR consultants travel and other expenses

At last month's meeting the board asked for amounts we have paid for travel and other expenses for consultants to work with us. I have summarized below.

QHR - amounts paid for travel and other expenses for consultants to work with BVCHD

consultation provided	name	amount
Nov-17 Revenue Cycle		Board approved up to \$2,000
Oct-17 Compliance Consulting	Tomi Hagan	not invoiced yet
Apr-17 Compliance Implementation	Tomi Hagan	1,112.01
Dec-16 RHC Compliance & Coding Review	Amanda Kirkland	1,936.87
Dec-16 RHC Compliance & Coding Review	Tiffany Fromby	1,821.81
Dec-16 RHC Compliance & Coding Review	Tomi Hagan	1,112.06
Nov-16 Charge Desc Master Review	Scott Anderson	762.54
Aug-16 Community Needs Assesment	Ike Huestis	631.42
Aug-16 Community Needs Assesment	Tara Bryant	1,027.80