BEAR VALLEY
COMMUNITY HEALTHCARE DISTRICT

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

VISION

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

BOARD OF DIRECTORS BUSINESS MEETING AGENDA

Wednesday, November 13, 2019 @ 1:00 p.m. – Hospital Conference Room
41870 Garstin Drive, Big Bear Lake, CA 92315

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

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

OPEN SESSION

1. **CALL TO ORDER** — **Peter Boss, President**

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

3. **ADJOURN TO CLOSED SESSION***

CLOSED SESSION

1. **CHIEF OF STAFF REPORT/QUALITY IMPROVEMENT: *Pursuant to Health & Safety Code Section 32155**
   (1) Chief of Staff Report

2. **HOSPITAL QUALITY/RISK/COMPLIANCE REPORTS: *Pursuant to Health & Safety Code Section 32155**
   (1) Risk / Compliance Management Report
   (2) QI Management Report

3. **REAL PROPERTY NEGOTIATIONS: *Government Code Section 54956.8/TRADE SECRETS: *Pursuant to Health and Safety Code Section 32106 and Civil Code Section 34266.1**
   (1) Property Acquisition/Lease/Tentative Improvement (Disclosure 11/13/19)

4. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION *Pursuant to Government Section Code: 54957**
   (1) Chief Financial Officer

5. **TRADE SECRETS: Pursuant to Health and Safety Code Section 32106, and Civil Code Section 3426.1**
   (1) Employee Benefit Program (Disclosure 11/13/19)
   (2) Fundamental Concept Grant Writer Agreement (Disclosure 11/13/19)
   (3) Matthew Pautz, D.O. Clinic Service Agreement (Disclosure 11/13/19)
   (4) Matthew Patuz, D. O. On Call Service Agreement (Disclosure 11/13/19)

(5) Bhani Chawla-Kondal, MD, Surgery Director Service Agreement (Disclosure 11/13/19)

OPEN SESSION

1. CALL TO ORDER **Peter Boss, President**

2. ROLL CALL **Shelly Egerer, Executive Assistant**

3. FLAG SALUTE

4. ADOPTION OF AGENDA*

5. RESULTS OF CLOSED SESSION **Peter Boss, President**

6. PUBLIC FORUM FOR OPEN SESSION

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

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

7. DIRECTORS' COMMENTS

8. INFORMATION REPORTS

A. Foundation Report **Holly Elmer, Foundation President**

B. Auxiliary Report **Gail Dick, Auxiliary President**

9. CONSENT AGENDA*

Notice to the Public:

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

A. October 09, 2019 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
B. October 2019 Planning & Facilities Report: Michael Mursick, Plant Director
C. October 2019 Human Resource Report: Erin Wilson, Human Resource Director
D. October 2019 Infection Prevention Report: Heather Loose, Infection Preventionist

10. OLD BUSINESS*

- None

11. NEW BUSINESS*

A. Discussion and Potential Approval of the Following Agreements:
(1) Fundamental Concept Grant Writer Agreement
(2) Matthew Pautz, D.O. Clinic Service Agreement
(3) Matthew Patuz, D. O. On Call Service Agreement
(4) Bhani Chawla-Kondal, MD, Surgery Director Service Agreement

B. Discussion and Presentation of BVCHD Financial Report/Planning for Potential Seismic Upgrades: Presented by Gary Hicks

C. Discussion and Potential Approval of the BVCHD Community Health Needs Assessment

D. Discussion and Potential Approval of Travel Expense Reimbursement for the Board of Directors to Attend the Annual AHA Rural Health Care Leadership Conference: Expenses Not to Exceed $1,500.00

E. Discussion and Potential Approval of Travel Expense Reimbursement for QHR Representative for Training Not to Exceed $2,000

12. ACTION ITEMS*

A. **Acceptance of QHR Report**
Ron Vigus, QHR
(1) November 2019 QHR Report

B. **Acceptance of CNO Report**
Kerri Jex, Chief Nursing Officer
(1) October 2019 CNO Report

C. **Acceptance of the CEO Report**
John Friel, Chief Executive Officer
(1) October 2019 CEO Report

D. **Acceptance of the Finance Report & CFO Report**
Garth Hamblin, Chief Financial Officer
(1) September 2019 Financials
(2) November 2019 CFO Report

13. ADJOURNMENT* *** Denotes Possible Action Items**

BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BUSINESS BOARD MEETING MINUTES
41870 Garstin Drive, Big Bear Lake, CA 92315
October 09, 2019

PRESENT:	Peter Boss, MD, President		John Friel, CEO
	Steven Baker, 2nd Vice President		Shelly Egerer, Executive Assistant
	Donna Nicely, Treasurer		
ABSENT:	Sheri Mursick	Kerri Jex	Erin Wilson
	Perri Melnick	Gail McCarthy	Mary Norman
STAFF:	Garth Hamblin	Jacob Phillips	Steven Knapik, DO
OTHER:	Ron Vigus, QHR	Gail Dick, Auxiliary	Woody White, QHR
	Holly Elmer, Foundation		
COMMUNITY MEMBERS:	Chief Willis, BL Fire Authority		Brian Parham, BL Fire Authority

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OPEN SESSION

1. **CALL TO ORDER:**
   President Boss called the meeting to order at 1:00 p.m.

CLOSED SESSION

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

2. **ADJOURNED TO CLOSED SESSION:**
   President Boss called for a motion to adjourn to Closed Session at 1:01 p.m. Motion by Board Member Baker to adjourn to Closed Session. Second by Board Member Nicely to adjourn to Closed Session. President Boss called for a vote. A vote in favor of the motion was 3/0.
   - Board Member Nicely- yes
   - President Boss - yes
   - Board Member Baker - yes

RECONVENE TO OPEN SESSION

1. **CALL TO ORDER:**
   President Boss called the meeting to Open Session at 3:00 p.m.

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

3. **FLAG SALUTE:**
   Board Member Nicely led the flag salute and all present participated.

4. **ADOPTION OF AGENDA:**
   President Boss called for a motion to adopt the October 09, 2019 agenda as presented. Motion by Board Member Nicely to adopt the October 09, 2019 agenda as presented. Second by Board Member Baker to adopt the October 09, 2019 agenda as presented. President Boss called for a vote. A vote in favor of the motion was 3/0.
   - Board Member Nicely- yes
   - President Boss - yes
   - Board Member Baker - yes

5. **RESULTS OF CLOSED SESSION:**
   President Boss reported that the following action was taken in Closed Session:

   The following reports were approved:
   - Chief of Staff Report:

   - Request for Initial Appointment:
     - Craig Robinson, MD
     - Wojciech Zolcick, MD
     - Eric Bossi, MD
     - Pei-Huey Nie, MD

   - Request for Reappointment:
     - Calvin Pramann, DC

   - Voluntary Resignation
     - Hetal Patel, MD

   - Risk Report

   - QI Report

President Boss called for a vote. A vote in favor of the motion was 3/0.
- Board Member Nicely- yes
- President Boss - yes
- Board Member Baker - yes

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

7. **DIRECTORS COMMENTS**
   - None

8. **INFORMATION REPORTS:**
   A. Foundation Report:
   - Ms. Elmer reported the following information:
     - Pasquale Esposito Concert is Oct. 19 at the PAC
     - Chamber Mixer was a great event
     - Board of Realtors Luncheon was also a great success
     - Tree of Lights is scheduled for November 8

   B. Auxiliary Report:
   - Ms. Dick reported the following:
     - Mall in the Hall will begin Dec. 2nd

9. **CONSENT AGENDA:**
   A. September 11, 2019 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
   B. September 2019 Planning & Facilities Report: Michael Mursick, Plant Director
   C. September 2019 Human Resource Report: Erin Wilson, Human Resource Director
   D. September 2019 Infection Prevention Report: Heather Loose, Infection Preventionist
   E. Policies and Procedures:
   (1) Swing Beds
   (2) Skilled Nursing Facility
   (3) Compliance
   (4) Laboratory
   (5) Physical Therapy
   (6) Employee Health
   (7) Diagnostic Imaging
   (8) Nursing Administration
   (9) Administration
   (10) Health Information Management
   (11) Dietary
   F. Board of Directors; Committee Meeting Minutes:
   (1) September 04, 2019 Finance Committee Meeting Minutes

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

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

10. OLD BUSINESS:

- None

11. NEW BUSINESS*

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

(1) Jeffrey Orr, M.D. Clinic Service Agreement

(2) Reliable Nursing Solution Inc. Staffing Agreement

Board Member Baker motioned to approve Dr. Orr and Reliable Nursing Solution Service Agreements as presented. Second by Board Member Nicely to approve Dr. Orr and Reliable Nursing Solution Service Agreements as presented as presented. President Boss called for the vote. A vote in favor of the motion was 3/0.

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

B. Discussion and Presentation of the Big Bear Fire Authority Community Facilities District:

- Chief Willis provided the following information:
  - Dramatic increase in call volume
  - 15 years without increasing staff
  - Average 9 minutes response time
  - Firefighters are paid below median
  - Pension alignment

  - Measure failure
  - Close Sugarloaf station
  - Decrease to 11 firefighters
  - Delayed response time

  - San Bernardino County Fire annexation
  - $157.00 tax without an affirmative vote
  - Cal Fire Contact

President Boss thanked Chief Willis for the presentation.

12. ACTION ITEMS*

A. QHR Report:

(1) October 2019 QHR Report:

- Mr. Vigus reported the following information:
  - Woody White was introduced and is working with Mr. Hamblin to improve finances.
  - Medicare requirement to post pricing on websites is still being reviewed and trying to identify resources.

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

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

B. CNO Report:

(1) September 2019 CNO Report:

- Ms. Jex reported the Following
  - BETA Conference, the District received three awards:
    - BETA Gem
    - Beta Heart Domain I and Domain II
    - Quest for Zero
  - Arrowhead Outreach Coordinator is on site monthly to discuss the transfer process. This is a good relationship to continue to build.

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

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

C. Acceptance of the CEO Report:

(1) September 2019 CFO Report:

- Mr. Friel reported the following information:
  - Hosted the Chamber Mixer and was well attended
  - Board of Realtors Luncheon was a great success
  - Public announcement on KBHR radio is completed

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

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

D. Acceptance of the Finance Report:

(1) August 2019 Financials:

- Mr. Hamblin reported the following information:
  - Days cash on hand 430
  - Surplus is a little behind budget

(2) CFO Report:

- Mr. Hamblin reported the following:
  - AR is under 60

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

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

13. ADJOURNMENT:

President Boss called for a motion to adjourn the meeting at 3:40 p.m. Motion by Board Member Nicely to adjourn the meeting. Second by Board Member Baker to adjourn the meeting. President Boss called for the vote. A vote in favor of the motion was unanimously approved 3/0.

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

Bear Valley Community Healthcare District
Construction Projects 2019

Department / Project	Details	Vendor and all associated costs	Comments	Date Complete
Hospital	Case Management Offive Renovations	Facilities	Completed	
Pyxis Replacement	Pyxis equipment is in place and seismic anchors will be installed soon.	Facilities	Nearly complete, waiting for Pyxis to send last mount that was not recivied during original delivery.	
SNF TV Project	Facilities is installing the necessary cabiling	Facilities	In Progress, TV's are on backorder from LG	
Hospital- Medical Air Compressor	Compressors is failing and no longer meets code requirments	FS Medical	Will be completed 116/19	
OR- Remodel & Electrical Repairs	Replace flooring, repair walls & replace LIM's	N/A	In Progress, prepared paperwork with legal and waiting for a response	
CT	CT Auto Opener disable device installation	Ludeke Electric	In Progress	

Bear Valley Community Healthcare District
Potential Equipment Requirements

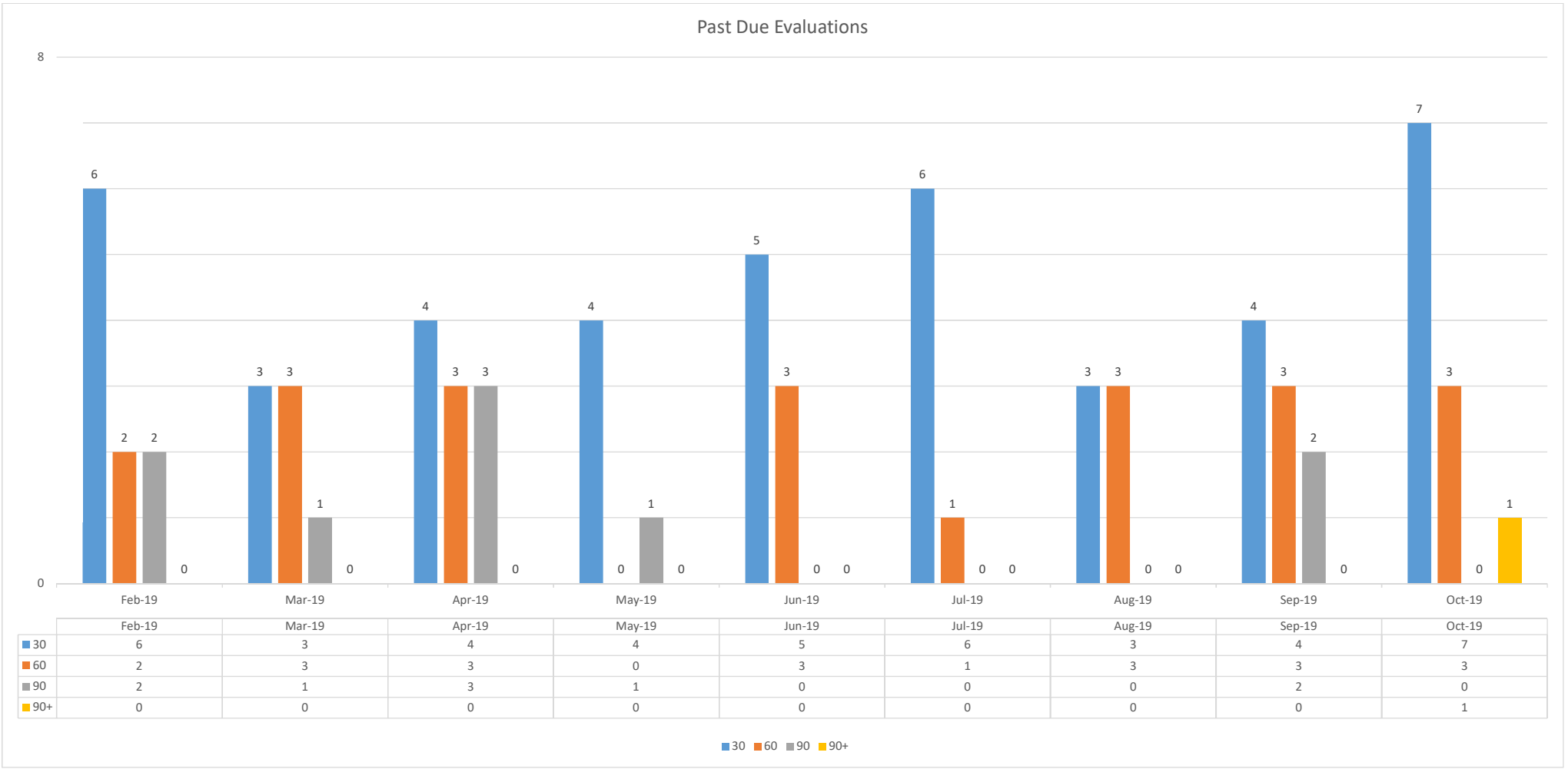
Department / Project	Details	Vendor and all associated costs	Comments	Date Complete
Facilities- New Work Truck	Purchase a new truck for the department. Our current truck has numerous issues and it is time for a replacement	Victorville Motors, Mark Christopher Chevrolet, Redlands Ford	New truck & plow purchased, plow being installed	

Bear Valley Community Healthcare District
Repairs Maintenance

Department / Project	Details	Vendor and all associated costs	Comments	Date Complete
Hospital- Annual Fire Door Inspection	Fire Door Repairs	Lyman Doors/Facilities	Completed	
Hosptial- Gas Main Repair	Southwest Gas found leak	Bear Valley Paving/BVCHD Facilities	Completed	
Hospital- Tree of Lights	Add more lights & repair existing lights	Facilities	In Progress	
Hospital- MPR	Improve area & add lockers for RX	Facilities	Completed	

HR Committee/Board Report
October 2019

Staffing	**Active:** 213 – FT: 143 PT: 12 PD: 58 **New Hires:** 5 **Terms:** 2 (1 Voluntary 1 Involuntary) **Open Positions:** 13 **Recruiting for:** Materials Management Coordinator Dietician
Employee Performance Evaluations	**DELINQUENT: See attachment** 30 days: 7 60 days: 3 90 days: 0 90+ days: 1 – Mom and Dad Project **See Attachment**
Work Comp	**NEW CLAIMS: 0** **OPEN:** 6 Indemnity (Wage Replacement, attempts to make the employee financially whole) - 4 Future Medical Care – 1 Medical Only – 1
Employee File Audit	**FILE AUDIT:** All files are complete All licenses are up to date
2020 Benefit Review	Complete Review ambulance coverage
Employee Events	Fall Potluck – November 18th Christmas party – December 14th



	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19
30	6	3	4	4	5	6	3	4	7
60	2	3	3	0	3	1	3	3	3
90	2	1	3	1	0	0	0	2	0
90+	0	0	0	0	0	0	0	0	1

Infection Prevention Monthly Report

October 2019

TOPIC	UPDATE	ACTION/FOLLOW UP
1. Regulatory	▪ Continue to receive updates from APIC. ▪ AFL (All Facility Letters) from CDPH have been reviewed. ▪ Continue NHSN surveillance reporting. • No HAIs to report. ▪ Completion of CMR reports to Public Health per Title 17 and CDPH regulations. • For September: Chlamydia x 2 Gonorrhea x 1 • October – No reportable illnesses	▪ Review ICP regulations. ▪ AFL to be reviewed at Infection Control Committee and Regulatory committee. ▪ Continue Monthly Reporting Plan submissions.
2. Construction	▪ ICRA for paint, flooring in ED breakroom and storage area. ▪ One outstanding ICRA Permit for installing new mounts and TVs in the SNF.	▪ Work with Maintenance and contractors to ensure compliance.
3. QI	▪ Continue to work towards increased compliance with Hand Hygiene o 72% for September	• Continue monitoring hand hygiene compliance.
4. Outbreaks/ Surveillance	▪ 2 MRSA cases for October, both were ED patients ▪ No C-diff in October	▪ Informational
5. Policy Updates	• Several Surgery policies for annual review/formatting	▪ Clinical Policy and

	• Infection control policies for annual review/formatting • Anesthesia policies for annual review/ formatting	Procedure Committee to review and update Infection Prevention policies.
6. Safety/Product	• Continue working with EVS to obtain competencies and improve compliance with OR Cleaning through checklists and surveillance.	▪ Continue to monitor compliance with infection control practices.
7. Antibiotic Stewardship	▪ Pharmacist continues to monitor antibiotic usage.	▪ Informational.
8. Education	▪ ICP continues to attend the APIC meetings in Ontario when possible.	▪ ICP to share information at appropriate committees.
9. Informational	Statistics on Immediate Use Steam Sterilization will now be included with the monthly surgery stats and reported to P&T Committee monthly. ▪ September = 0 out of 7 cases. ▪ October = 0 IUSS used out of 10 cases Culture Follow-Up ▪ IP oversees culture follow-up process carried out by clinical managers. ▪ Statistics are presented at P&T monthly. ▪ For September, the average was 1.35 days to resolution with 14 patients needing follow up, and 4 patients needing a change in their prescription. Official Flu Season • November 1st is start of official flu season. Those who have not received a flu vaccine must wear a disposable mask, at all times, in areas where patients may be present, except while eating.	▪ Informational

Heather Loose, BSN, RN	*Infection Preventionist*	*Date: November 4, 2019*

BEAR VALLEY
COMMUNITY HEALTHCARE DISTRICT

Recommendation for Action

Date: November 07, 2019

To: Board of Directors

From: John Friel, CEO

Re: Fundamental Concept (Grant Writer) Service Agreement
Matthew Pautz, DO, Clinic Service Agreement
Matthew Pautz, DO, On Call Service Agreement
Bhani Chawla-Kondal, MD Surgery Director Service Agreement

Recommendation: Administration would like the Board of Directors to approve the service agreements as presented.

Discussion:

- Fundamental Concept Agreement is a one-year renewal agreement for the district grant writer.
- Matthew Pautz DO, Clinic Service Agreement is a renewal for providing services at the Family Health Center. This is a two-year agreement.
- Matthew Pautz, DO, On Call Agreement is a one-year agreement for the physician to provide ortho on call coverage for the ER during the winter peak season.
- Bhani Chawla-Kondal, MD, Surgery Director Service Agreement is a two-year agreement and the physician will have directorship responsibilities over the Surgery Department.

BEAR VALLEY
COMMUNITY HEALTHCARE DISTRICT

Contract Cover Sheet

Contract Name: Fundamental Concepts

Purpose of Contract: GRANT WRITER.

Contract # / Effective Date / Term/ Cost: NOV 1, 19 - Oct 31, 20 #3375. per Month

Originating Dept. Name / Number: _____

Department Manager **Signature:** _____ **Date:** _____

BAA: X Yes __ No **W-9:** X Yes __ No on file

Administrative Officer	**Signature:**	NA	**Date:** NA
HIPAA/Security Officer (Software/EHR Related)	**Signature:**	NA - on file	**Date:** NA
HIPAA Privacy Officer (BAA applicable)	**Signature:**	NA	**Date:** NA
Legal Counsel	**Signature:**	via email	**Date:** 10/22/19
Compliance Officer	**Signature:**	Mary Norman	**Date:** 10/22/2019
Chief Financial Officer	**Signature:**	[signature]	**Date:** 28 Oct 2019
Chief Executive Officer	**Signature:**	[signature]	**Date:** 10-22-19
Board of Directors When Applicable	**Signature**		**Date:** _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

This agreement is made between **Bear Valley Community Healthcare District,** hereinafter called "agency", and **FUNDamental Concepts**, hereinafter called "contractor". Whereas, the agency desires **grant research, grant writing and grant submission services**, and the contractor (and other consultants retained by the contractor) are willing to provide such services for the agency, and in consideration of the mutual covenants and promises of the parties hereto, the agency and contractor agree as follows:

1) The contractor agrees always to faithfully, industriously, and to the best of her/his ability, experience and talent, perform all the duties that may be required of and from her/him pursuant to the express and explicit terms hereof to the reasonable satisfaction of the agency.
2) It is mutually understood and agreed that the contractor and employees of the contractor are acting as independent agents and expressly agrees that all work shall be performed in strict accordance with currently approved professional methods and practices, including confidentiality of information.
3) The contractor agrees to maintain in good standing, all necessary and appropriate business license(s). Contractor shall also comply with all local, state and federal laws, regulations and ordinances governing such services, and shall provide copies of all materials submitted on the agency's behalf.
4) It is expressly agreed by the parties hereto that no work performed by the contractor, or the contractors' consultants, pursuant to the terms of this agreement, shall be construed to render the contractor or consultant's employees of the agency. The contractor shall not charge to the credit of the agency or incur any obligation or enter a contract or agreement on behalf of the agency. Further, the contractor directs their work and time spent on behalf of the agency.
5) The contractor agrees to the following Scope of Work:

- Update boilerplate information and develop new boilerplates on various programs and initiatives in need of funding, as determined by agency priorities.
- Ongoing research of government, private and corporate funding sources to match with agency programs and initiatives. Develop a preliminary submission schedule and update regularly
- Preparation and submission of an average of approximately 4-5 proposals and letters of intent each month once the boilerplate and research is conducted, depending on the size of each proposal.
- Administrative services to include invoicing, monthly reports, proposal submission reports, ongoing research, office supplies, shipping, emails and phone/conference calls (under 15 minutes) calculated @ 15% of monthly hours (4.5 hours for this contract).
- Hourly fees are inclusive of all services including meetings, travel time, emails, research, proposal development, submission of proposals (including any overnight mail service fees). No additional charges will be made without the express agreement of the client and consultant (i.e. long-distance travel for bid conferences, accommodations, meals, etc.).

6) Contractor agrees to perform **an average of 30 hours per month during Nov 1, 2019, to October 31, 2020 for a total of 360 hours during the contract period.** Compensation at a rate of **$3,375 per month (@ $112.50 hourly rate) for a total of $40,500 during the contract period.**
7) Terms of the contract are: By monthly invoice, payments of $3,375 each month, beginning on November 1, 2019, due on the 1st of each month. The Contractor has the right to cancel the agreement for non-payment (10 working days past due, unless prior arrangements have been made.) A $15 late fee will be assessed if payment is not made by the fifth working day

of the due date. Contractor reserves the right to make special payment terms if both parties are agreeable.

8) The agency agrees to provide timely information and documentation to consultant, including all items requested at contract start date, review, edits and approvals of proposals, including required attachments that are specific to each proposal:

TIMELINES FOR RECEIPT OF INFORMATION FROM CLIENT/CONSULTANT (CAN BE WAIVED BY MUTAL AGREEMENT):

- **Private Foundations (including online applications):** Five (5) business days prior to DUE DATE (consultant will provide final draft seven (7) business days prior to due date)
- **Local Government (including online applications):** Seven (7) business days prior to DUE DATE (consultant will provide final draft 10 business days prior to due date)
- **State and Federal Government (including online applications):** Eight (8) business days prior to DUE DATE (consultant will provide final draft 11 business days prior to due date)
- **UNDER NO CIRCUMSTANCES WILL INFORMATION BE ACCEPTED LESS THAN 24 HOURS PRIOR TO THE DUE DATE**

ADDITIONAL FEES WHEN TIMELINES FOR RECEIPT OF INFORMATION ARE NOT MET:

FUNDamental Concepts will provide agency with an outline and timeline of information, or written notice for when **ALL** information must be received. If information is not received by that date, **additional "RUSH" fees will be incurred to your account as follows:**
$500 PER DAY (Including any holidays, weekends or scheduled vacation time) when information is not received by the original due date according to the timeline schedule above, up to and including the date of submission/delivery.

This fee is in **ADDITION** to the hourly fee that will be charged for any hours performed. (NOTE: THESE FEES COVER ADDITIONAL CONSULTANT WORK TO MEET DEADLINES (i.e. overtime, weekends, holidays, etc.), INCLUDING ADDITIONAL STAFFING AND RESOURCES WHEN NECESSARY TO MEET A DEADLINE).

FUNDamental Concepts will notify the agency via e-mail when additional fees are about to be incurred. The agency will have the option at the time of notification, to submit the proposal independently of FUNDamental Concepts. In this case, the agency must notify the consultant immediately in writing (email) that they will be responsible for the submission of the proposal, and the consultant will not be asked to perform any additional work. Consultant will turn over to agency all work on the proposal electronically.

Terms of Additional Fees: Due upon invoice upon submission of proposal, with documentation of additional days fees were incurred

9) Contractor acknowledges that the above described payments are the sole compensation for her/his services, and that the agency will not withhold from said compensation, federal, state or local income taxes, state disability insurance, social security taxes, or other withholdings.

AGREEMENT, Page 3

10) Contractor acknowledges that the agency is purchasing her/his expertise for the agency funding source /contract/community clients and activities, and that clients, served by the contractor, are the agency's clients.

11) This agreement shall remain in full force and effect for a period commencing on **the 1st day of November, 2019, and ending on the 31st day of October, 2020.**

12) This agreement may be terminated without cause by either party upon thirty (30) days written notice by certified/registered mail to the party set forth herein:

Agency:	Bear Valley Community Healthcare District
Address:	PO Box 1649
City/Zipcode:	Big Bear Lake, CA 92315
Contractor:	FUNDamental Concepts
Address:	P.O. Box 3559
City/Zipcode:	Running Springs, CA 92382-3559

13) This written agreement contains the sole and entire agreement and shall supersede all other agreements between the parties hereto. Each of the parties acknowledge that he/she reached on her/his own judgment in entering this agreement.

IN WITNESS, WHEREOF, the parties have entered this agreement as of the day and year first herein written above.

Bear Valley Community Healthcare District:

DATED: _____

TYPED NAME/TITLE: _____

BY: _____
Signature

FUNDAMENTAL CONCEPTS:

DATED: 10/10/2019

TYPED NAME/TITLE: Michelle French, Owner/Consultant

BY: _____
Signature

Shelly Egerer

From: Christina Meissner <CMeissner@MTBAttorneys.com>
Sent: Tuesday, October 22, 2019 10:55 AM
To: Shelly Egerer; Deborah Tropp
Subject: RE: [External] FW: Board Meeting Outcome

Hi Shelly,

This agreement is fine as is.

Thanks,
Christina

From: Shelly Egerer [mailto:Shelly.Egerer@bvchd.com]
Sent: Friday, October 11, 2019 2:31 PM
To: Deborah Tropp <DTropp@MTBAttorneys.com>; Christina Meissner <CMeissner@MTBAttorneys.com>
Subject: [External] FW: Board Meeting Outcome

Good afternoon,

Can you please review the attached agreement?

I attached last year's for your convenience.

Thank you!

Shelly

From: John Friel <John.Friel@bvchd.com>
Sent: Friday, October 11, 2019 12:02 PM
To: Shelly Egerer <Shelly.Egerer@bvchd.com>
Subject: FW: Board Meeting Outcome

Here's the proposed contract with Michelle French for the next year.
Please send it along to he team for review and approval
John

From: Michelle French <mfrench625@gmail.com>
Sent: Thursday, October 10, 2019 5:15 PM
To: John Friel <John.Friel@bvchd.com>
Cc: Shelly Egerer <Shelly.Egerer@bvchd.com>
Subject: Re: Board Meeting Outcome

Joh, of course I am delighted to hear the news, and yes, I am prepared to roll up my sleeves and work on a significant amount of proposals in the coming year.

I have the contract template all set up and am attaching it here for your review and approval. If you prefer to use another document, that's fine, just trying to simply things for you.

BEAR VALLEY
COMMUNITY HEALTHCARE DISTRICT

Contract Cover Sheet

Contract Name: Matthew Pautz

Purpose of Contract: Clinic Service Agreement

Contract # / Effective Date / Term/ Cost: 11/10/19 to 11/09/2021 Per patient $65.00

Originating Dept. Name / Number: Administration

Department Manager **Signature:** Smurscia **Date:** 10/25/19

BAA: ✓ Yes __ No **W-9:** ✓ Yes __ No

Administrative Officer	**Signature:**	NA	**Date:** NA
HIPAA/Security Officer (Software/EHR Related)	**Signature:**	NA	**Date:** NA
HIPAA Privacy Officer (BAA applicable)	**Signature:**	NA	**Date:** NA
Legal Counsel	**Signature:**	VIA email	**Date:** 10/29/19
Compliance Officer	**Signature:**	Mary Norman	**Date:** 10/30/2019 FMV?
Chief Financial Officer	**Signature:**	[signature]	**Date:** 6 NOV 2019
Chief Executive Officer	**Signature:**		**Date:**
Board of Directors When Applicable	**Signature**		**Date:**

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

BEAR VALLEY
COMMUNITY HEALTHCARE DISTRICT

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 2019 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 it's 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 2019 to November 09th 2021 however this Agreement is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

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

1. Physician's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
2. Physician's medical staff privileges at the Hospital, or any other healthcare facility, are in any way suspended, revoked, or otherwise restricted;
3. Medicare and/or Medi-Cal significantly changes the RHC program;
4. Hospital fails to maintain RHC status;
5. Physician Services Agreement is terminated or expires;
6. Physician's failure to comply with the standards of the Hospital's Compliance Program, to the extent that such failure results in material fine and or sanction from Medicare or Medi-Cal Program;
7. Physician 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 Confidentially of Alcohol and Drug Abuse Patient Records as codified at 42 C.F.R. Chapter 1, Part 2, enacted pursuant to 42 U.S.C. 290ee, and agrees to be separately bound by a Business Associate Agreement drafted pursuant to HIPAA as set forth in Public Law 104-191, as codified at 42 U.S.C. 1301 et. seq.

SECTION X. INSURANCE.

Physician shall maintain at Physician's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Physician as the named insured, and such policy shall cover any acts of Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars ($1,000,000.00) per claim/Three Million Dollars ($3,000,000.00) annual aggregate for "claims made" insurance coverage. Physician further shall maintain "continuous coverage," as defined by this Section for the entire relevant term. The relevant term shall commence with the date of this Agreement and shall continue through the term of this Agreement, as well as any extensions or renewals thereof, and for a period thereafter of no less than three (3) years. In order to maintain continuous coverage for the entire relevant term Physician shall, if it changes insurers for any reason, take the necessary actions required in order to provide continuous coverage by either obtaining "tail" insurance from the preceding carriers, or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this

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

SECTION XI. ASSIGNMENT.

Physician shall not assign, sell, or otherwise transfer 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.
Orthopedic Institute of California
18031 US Highway 18, Suite A
Apple Valley, CA 92307

SECTION XIII. PRE EXISTING AGREEMENT.

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

SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.

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

SECTION XV. ENTIRE AGREEMENT.

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

SECTION XVI. SEVERABILITY.

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

SECTION XVII. GOVERNING LAW.

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

SECTION XVIII. REFERRALS.

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

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XXI. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

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

Dated: _____ **By:** _____

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

Dated: _____ **By:** _____

Matthew J. Pautz, D.O.
18031 US Highway 18, Suite A
Apple Valley, CA 92307

Shelly Egerer

From: Christina Meissner <CMeissner@MTBAttorneys.com>
Sent: Tuesday, October 29, 2019 6:15 PM
To: Shelly Egerer; Deborah Tropp
Subject: RE: [External] Dr Pautz agreement (on-call surgeon) 1-2019.docx
Attachments: Pautz DO Clinic Service Agreement-11.2019 to 11.2021 revised.docx; Dr Pautz agreement (on-call surgeon) 2019-2020.docx-revised.docx

HI Shelly,

The revised Clinic and On-Call Agreements are attached.

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

From: Shelly Egerer [mailto:Shelly.Egerer@bvchd.com]
Sent: Friday, October 25, 2019 3:02 PM
To: Deborah Tropp <DTropp@MTBAttorneys.com>; Christina Meissner <CMeissner@MTBAttorneys.com>
Subject: [External] Dr Pautz agreement (on-call surgeon) 1-2019.docx

Me again,

Here is the 2nd agreement for Dr. Pautz that will be taken to the Board.

Thank you!

Best Wishes,

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

BEAR VALLEY
COMMUNITY HEALTHCARE DISTRICT

Contract Cover Sheet

Contract Name: Matthew Pautz

Purpose of Contract: On Call Service Agreement

Contract # / Effective Date / Term/ Cost: 11/14/19 to 04/15/2020 Per shift $1,100.00 plus $150.00 lodging

Originating Dept. Name / Number: Administration

Department Manager **Signature:** _____ **Date:** _____

BAA: __Yes __No **W-9:** __Yes __No

Administrative Officer	**Signature:**	Terri Fox	**Date:** 11/6/19
HIPAA/Security Officer (Software/EHR Related)	**Signature:**		**Date:**
HIPAA Privacy Officer (BAA applicable)	**Signature:**		**Date:**
Legal Counsel	**Signature:**	via email	**Date:** 10/30/19 Call Mrs?
Compliance Officer	**Signature:**	Mary Norman	**Date:** 10/30/2019 FMV?
Chief Financial Officer	**Signature:**		**Date:** 6 NOV 2019
Chief Executive Officer	**Signature:**		**Date:**
Board of Directors When Applicable	**Signature**		**Date:**

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

BEAR VALLEY
COMMUNITY HEALTHCARE DISTRICT

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 14TH day of November 2019 by and between Bear Valley Community Healthcare District (a public entity), ("District") and Matthew J. Pautz, D.O. ("Physician").

RECITALS

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

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

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

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

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

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

C. DUTIES AND OBLIGATIONS.

1. Physician shall provide on call services for orthopedic physician coverage during weekends and holidays as defined below. On call services, for the purposes of this contract, are to be from 7am to 7 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 2019/2020 ski season according to a mutually agreed upon scheduled published monthly throughout the ski season.

The district is under no obligation to provide Physician with a certain number or minimum of on call days during the term of the contract. Physician shall be available from 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:

a. Physician's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;

b. Physician becomes the subject of any suit, action or other legal proceeding arising out of Physician's professional services;

c. Physician is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
d. Physician becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;
e. Physician becomes incapacitated or disabled from practicing medicine;
f. Any act of nature or any other event occurs which has a material adverse effect on Physician's ability to perform the Services under this Agreement;
g. Physician changes the location of his offices;
h. Physician is charged with or convicted of a criminal offense; or
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 it's Medical Staff;

C. Physician has not in the past conducted and is not presently conducting Physician's medical practice in such a manner as to cause Physician to be suspended, excluded, barred or sanctioned under the Medicare or Medi-Cal Programs or any government licensing agency, and has never been convicted of an offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation;

D. Physician has, and shall maintain throughout the term of this Agreement, an unrestricted license to practice medicine in the State of California and staff membership privileges at Hospital;

E. Physician has disclosed, and will at all times during the term of this Agreement promptly disclose, to the Hospital: (1) the existence and basis of any legal, regulatory, professional or other proceeding against Physician instituted by any person, organization, governmental agency, health care facility, peer review organization, or professional society which involves any allegation of substandard care or professional misconduct raised against Physician; and (2) any allegation of substandard care or professional misconduct raised against Physician by any person, organization, governmental agency, health care facility, peer review organization or professional society;

F. Physician agrees to promptly disclose any change to the status of his license to practice medicine or any changes the status of any privileges Physician may have at any other health care facility; and,

G. Physician shall deliver to the Hospital promptly upon request copies of all certificates, registrations, certificates of insurance and other evidence of Physician's compliance with the foregoing as reasonably requested by the Hospital.

SECTION III. INDEMNIFICATION OF LIABILITY.

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

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

SECTION IV. INDEPENDENT CONTRACTOR.

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

SECTION V. COMPENSATION.

A. Physician will receive from the District a $1,100.00 fee for each on-call shift (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 during the term of the agreement and the published-On Call Schedule. The District will pay a lodging stipend of $150.00 per day beginning November 14, 2019 while physician is on call.

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

SECTION VI. COMPLIANCE.

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

At a minimum, Physician is expected to:

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 14, 2019 through April 15, 2020. This Agreement may be extended only by a mutual written Agreement and is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

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

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

SECTION X. INSURANCE.

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

SECTION XI. ASSIGNMENT.

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

SECTION XII. NOTICES.

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

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

Physician: Matthew J. Pautz, D.O.
18031 US Hwy 18, Suite A
Apple Valley, CA 92307
Phone: (760) 245 2663
Fax: (760) 245 2668

SECTION XIII. PRE EXISTING AGREEMENT.

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

SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.

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

SECTION XV. NON-EXCLUSIVITY.

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

SECTION XVI. ENTIRE AGREEMENT.

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

SECTION XVII. SEVERABILITY.

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

SECTION XVIII. GOVERNING LAW.

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

SECTION XIX. REFERRALS.

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

SECTION XX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XXI. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

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

Dated: _____ **By:** _____

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

Dated: _____ **By:** _____

Matthew J. Pautz, D.O.
18031 US Hwy 18, Suite A
Apple Valley, CA 92307

Shelly Egerer

From: Christina Meissner <CMeissner@MTBAttorneys.com>
Sent: Tuesday, October 29, 2019 6:15 PM
To: Shelly Egerer; Deborah Tropp
Subject: RE: [External] Dr Pautz agreement (on-call surgeon) 1-2019.docx
Attachments: Pautz DO Clinic Service Agreement-11.2019 to 11.2021 revised.docx; Dr Pautz agreement (on-call surgeon) 2019-2020.docx-revised.docx

HI Shelly,

The revised Clinic and On-Call Agreements are attached.

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

From: Shelly Egerer [mailto:Shelly.Egerer@bvchd.com]
Sent: Friday, October 25, 2019 3:02 PM
To: Deborah Tropp <DTropp@MTBAttorneys.com>; Christina Meissner <CMeissner@MTBAttorneys.com>
Subject: [External] Dr Pautz agreement (on-call surgeon) 1-2019.docx

Me again,

Here is the 2nd agreement for Dr. Pautz that will be taken to the Board.

Thank you!

Best Wishes,

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

BEAR VALLEY
COMMUNITY HEALTHCARE DISTRICT

Contract Cover Sheet

Contract Name: Bhani Chawla-Kondal dba BK Surgical

Purpose of Contract: Surgery Director Agreement

Contract # / Effective Date / Term/ Cost: 11/14/2019 to 11/13/2021 $1,00.00 per month

Originating Dept. Name / Number: Administration/Surgery Department

Department Manager **Signature:** Heather Jose **Date:** 11-6-19

BAA: __Yes __No **W-9:** __Yes __No

Administrative Officer	**Signature:**	Kerri Fox	**Date:** 11/6/19
HIPAA/Security Officer (Software/EHR Related)	**Signature:**		**Date:**
HIPAA Privacy Officer (BAA applicable)	**Signature:**		**Date:**
Legal Counsel	**Signature:**	via email	**Date:** 11-5-19
Compliance Officer	**Signature:**	Mary Norman	**Date:** 11-6-2019
Chief Financial Officer	**Signature:**		**Date:** 6 NOV 2019
Chief Executive Officer	**Signature:**		**Date:**
Board of Directors When Applicable	**Signature**		**Date:**

FMV Mtg attendance

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

MEDICAL DIRECTOR AGREEMENT FOR
DEPARTMENT OF SURGERY AND ANESTHESIA
BETWEEN
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
AND
BHANI CHAWLA-KONDAL, M. D.- dba BK Surgical

THIS MEDICAL DIRECTOR AGREEMENT FOR THE DEPARTMENT OF SURGERY AND ANESTHESIA ("Agreement") is made and entered into as of the 14th day of November 2019, by and between Bear Valley Community Healthcare District (a public entity), ("District") and Bhani Chawla-Kondal, MD – dba BK Surgical ("Physician" and/or "Contractor").

RECITALS

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

WHEREAS, Physician is licensed by the Medical Board of California to practice medicine in the specialty of General Surgery.

WHEREAS, the District desires Physician to provide medical director services in the Hospital's Department of Surgery and Anesthesia; and, the Physician is willing to provide medical director services to the District and its patients.

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

A. Physician shall be and remain **(note: Medical Staff Bylaws Section 8.3)**

1. Duly licensed and qualified to practice medicine in the State of California, County of San Bernardino;
2. A member in good standing on the Hospital's Active Medical Staff, or in the process of being credential for Active membership, with all privileges necessary to undertake the services contemplated by this agreement; and
3. Certified or eligible for certification in surgery by the American Board of Surgery.

B. Physician shall:

1. Generally monitor the quality of patient care and professional performance rendered by members with clinical privileges in surgery.
2. Conduct investigations and submit reports and recommendations to the appropriate committees regarding the clinical privileges to be exercised within service by members or of applicants to the medical staff.
3. Give guidance on the overall medical policies of the medical staff and make specific recommendations and suggestions regarding the service, and
4. Perform such other duties commensurate with the office as may from time to time be reasonably requested by the chief of staff or the medical executive committee.

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

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

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

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

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

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

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

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

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

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

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

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

12. Other Duties. Physician shall attend Pharmacy and Therapeutics/Infection Control meeting at least annually. Physician shall report on a bimonthly basis to the Medical Executive Committee overall status of department and perform such other administrative duties as the District/Hospital shall reasonably request. Physician shall attend a minimum of 50% of Medical Staff meetings (minimum of 3 per year).

D. Surgical Service Staff. (note: Title 22, Chp. 3, Art. 3, Sec. 70225 referenced)

1. Physician shall have overall responsibility for the surgical service. This physician shall be certified or eligible for certification in surgery by the American Board of Surgery.

E. Insurance.

1. Hospital. District represents that Physician shall be covered under Hospital's Directors and Officers Liability Insurance against liability arising from Physician's performance of Director Services within the course and scope of the directorship duties stated in this Agreement and/or the applicable Medical Staff bylaws.

2. Professional Liability. Physician shall, at her expense, obtain Professional Liability Insurance covering all professional services rendered in Hospital by Physician. The minimum liability protection shall be one million dollars ($1,000,000) per individual claim and three million dollars ($3,000,000) in aggregate claims and shall provide the same amount of tail insurance coverage upon termination of this Agreement. The Physician shall notify District, in writing, of any change of coverage at least thirty (30) days prior to the occurrence of any policy changes. Physician will provide District with evidence of coverage as stated above, showing professional liability coverage. All professional liability coverage must meet the requirements of the Medical Staff and Medical Staff Bylaws.

F. Access to Books and Records. Upon written request of the Secretary of Health and Human Services for the Comptroller General or any of their duly authorized representatives, the Contractor shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the cost providing her services. If Contractor carried out any of the duties of the Agreement through a subcontract with a value of $10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is covered by the requirements of Public Law 96-499, (S

952)(v)(1) of the Social Security Act and regulations promulgated thereunder.

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

H. 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.

I. Notification of Certain Events. Physician shall notify Hospital in writing within twenty-four (24) hours 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;
7. Physician changes the location of her offices;
8. Physician is charged with or convicted of a criminal offense; and
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.

SECTION II. RESPONSIBILITIES OF THE DISTRICT

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

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

SECTION III. REPRESENTATIONS AND WARRANTIES

Physician represents and warrants to District, 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 the Joint Commission on Accreditation of Healthcare Organizations, California State Title 22, the Department of Health and Human Services or other relevant accrediting organizations; (3) participate in continuing education as necessary to maintain licensure, certification by the American Board of Surgery, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession; and (4) all applicable Bylaws, Rules and Regulations of Hospital and it's 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; and

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 or in the process of being credential for Active membership and privileges.

SECTION IV. COMPENSATION.

Payment to Physician. At the end of each month, physician shall submit to the District Administration a completed and signed Director Monthly Administrative Services Log (Exhibit A). Upon receipt of completed and signed log, District shall pay physician monthly the sum of $1,000.00 (one thousand dollars) for services under this Agreement. The District shall remit payments to physician at intervals of time as established by the District accounting department.

SECTION V. INDEPENDENT CONTRACTOR.

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

SECTION VI. COMPLIANCE.

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

At a minimum, all agents are expected to:

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

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

SECTION VII. TERM.

This Agreement shall be in effect for two years from November 14, 2019 through November 13, 2021, unless District or Physician terminates this Agreement early pursuant to Section VIII below.

SECTION VIII. EARLY TERMINATION.

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

1. Physician's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
2. Physician's medical staff privileges at the Hospital are in any way suspended, revoked, or otherwise restricted;

3. Physician's failure to comply with the standards of the Bear Valley Community Healthcare District Compliance Program to the extent that such failure results in material fine and or sanction from Medicare or Medi-Cal Program.
4. Neglect of professional duty by Physician in a manner that poses an imminent danger to the health or safety of any individual, or violates Hospital's or the Medical Staff's policies, rules and regulations;
5. The failure of Physician to make a timely disclosure required pursuant to Section I, subdivision I;
6. Breach by Physician of any of the confidentiality provisions under this Agreement;
7. Failure by Physician to maintain the insurance required under this Agreement;
8. The conviction of Physician of a criminal offense related to health care, or the listing of Physician by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation;
9. Physician is removed from office by the Medical Executive Committee according to the applicable Medical Staff Bylaws; or
10. Physician's failure to perform any of the responsibilities outlined in this Agreement, including but not limited to the failure of Physician to meet minimum attendance requirements for meetings of the Medical Staff, shall constitute grounds for termination for cause.

B. Either party may terminate this Agreement for material default; provided that the non-defaulting party shall give written notice of the claimed default, and the other party shall have thirty (30) days to 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 on a pro-rated basis.

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 another agreement for the same or similar services for 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 District patients (including clinic patients) and Physician shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of District, Hospital and it's Medical Staff, regarding the confidentiality of such information from Hospital or Clinic 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 1, Part 2, enacted pursuant to 42 U.S.C. 290ee and agrees to be separately bound by a Business Associate Agreement drafted pursuant to HIPAA as set forth in Public Law 104-191, as codified at 42 U.S.C. 1301 et seq.

SECTION X. ASSIGNMENT.

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

SECTION XI. NOTICES.

The notice required by this Agreement shall be effective if mailed, postage prepaid, as follows:

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

Physician: Bhani Chawla-Kondal, MD
5400 Kodiak Mountain Drive
Yorba Linda, CA 92887

SECTION XII. 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 XIII. HOSPITAL NOT PRACTICING MEDICINE.

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

SECTION XIV. ENTIRE AGREEMENT.

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

SECTION XV. SEVERABILITY.

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

SECTION XVI. GOVERNING LAW.

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

agree that such dispute shall be settled by binding arbitration, pursuant to the rules of the American Arbitration Association, San Bernardino County.

SECTION XVII. REFERRALS.

The parties acknowledge that none of the benefits granted 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 XVIII. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION.

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

SECTION XIX. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

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

Dated:_____ **By:** _____

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

Dated:_____ **By:** _____

Bhani Chawla-Kondal, MD
5400 Kodiak Mountain Drive
Yorba Linda, CA 92887

Exhibit A

Bear Valley Community Healthcare District

DEPARTMENT MEDICAL DIRECTOR MONTHLY ADMINISTRATION SERVICES LOG

Medical Director of Surgery/Anesthesia

Month of: _____

Meeting Attendance:

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

Department Supervision/Administration:

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

_____ _____

Signature Date

BEAR VALLEY
COMMUNITY HEALTHCARE DISTRICT

Recommendation for Action

Date: November 7, 2019

To: Board of Directors

From: John Friel, CEO

Re: BVCHD Community Health Needs Assessment Report

Recommendation:

Administration ask the Board to approve the BVCHD Community Health Needs Assessment Report as presented.

Discussion:

BVCHD is required to complete a Community Health Needs Assessment Report every three years. With the assistance of QHR the district completed the assessment with the input of multiple well-respected sources to build a current assessment.

This work will set a basis for BVCHD to begin the strategic planning process through 2023.

Bear Valley Community Healthcare District

Big Bear Lake, CA

Community Health Needs Assessment
and Implementation Strategy

Adopted by Board Resolution **DATE, 2019**

BEAR VALLEY
COMMUNITY HEALTHCARE DISTRICT

BEAR VALLEY
COMMUNITY HEALTHCARE DISTRICT

Dear Community Member:

At Bear Valley Community Healthcare District (BVCHD), we have spent more than 40 years providing high-quality compassionate healthcare to the greater Big Bear Lake community. The "2019 Community Health Needs Assessment" identifies local health and medical needs and provides a plan of how BVCHD will respond to such needs. This document illustrates one way we are meeting our obligations to efficiently deliver medical services.

BVCHD will conduct this effort at least once every three years. The report produced three years ago is also available for your review and comment. As you review this plan, please see if, in your opinion, we have identified the primary needs of the community and if you think our intended response will lead to needed improvements.

We do not have adequate resources to solve all the problems identified. Some issues are beyond the mission of the hospital and action is best suited for a response by others. Some improvements will require personal actions by individuals rather than the response of an organization. We view this as a plan for how we, along with other area organizations and agencies, can collaborate to bring the best each has to offer to support change and to address the most pressing identified needs.

I invite your response to this report. As you read, please think about how to help us improve health and medical services in our area. We all live in, work in, and enjoy this wonderful community, and together, we can make our community healthier for every one of us.

Thank You,

John Friel
Chief Executive Officer
Bear Valley Community Healthcare District

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EXECUTIVE SUMMARY

Executive Summary

Bear Valley Community Healthcare District ("BVCHD" or the "Hospital") has performed a Community Health Needs Assessment to determine the health needs of the local community.

Data was gathered from multiple well-respected secondary sources to build an accurate picture of the current community and its health needs. A survey of a select group of Local Experts was performed to review the prior CHNA and provide feedback, and to ascertain whether the previously identified needs are still a priority. Additionally, the group reviewed the data gathered from the secondary sources and determined the Significant Health Needs for the community.

The 2019 Significant Health Needs identified for San Bernardino County are:

1. Affordability
2. Accessibility – 2016 Significant Need
3. Mental Health – 2016 Significant Need
4. Education/Prevention
5. Substance Abuse – 2016 Significant Need
6. Obesity/Overweight

The Hospital developed implementation strategies for these six needs including activities to continue/pursue, community partners to work alongside, and measures to track progress.

APPROACH

APPROACH

A Community Health Needs Assessment (CHNA) is part of the required hospital documentation of "Community Benefit" under the Affordable Care Act (ACA), required of all not-for-profit hospitals as a condition of retaining tax-exempt status. ***While Bear Valley Community Healthcare District is <u>not</u> a not-for-profit hospital, this study is designed to comply with the same standards required of a not-for-profit hospital, and will help ensure the hospital is meeting the health needs of community residents.***

Further explanation and specific regulations are available from Health and Human Services (HHS), the Internal Revenue Service (IRS), and the U.S. Department of the Treasury.

Project Objectives

BVCHD partnered with Quorum Health Resources (Quorum) to:

- Complete a CHNA report, compliant with IRS Guidelines
- Produce the information necessary for the Hospital to issue an assessment of community health needs and document its intended response

Community Health Needs Assessment Subsequent to Initial Assessment

Quorum and CMC followed an established process for the completion of the CHNA and implementation strategy. The goal of the CHNA process it to help the hospital determine the priority health needs of and area and develop and implementation strategy for addressing those needs. The CMC CHNA report consists of the following information:

> *(1) At least one state, local, tribal, or regional governmental public health department (or equivalent department or agency) with knowledge, information, or expertise relevant to the health needs of the community;*
>
> *(2) members of medically underserved, low-income, and minority populations in the community, or individuals or organizations serving or representing the interests of such populations; and*
>
> *(3) written comments received on the hospital facility's most recently conducted CHNA and most recently adopted implementation strategy.*

To complete a CHNA:

> *"... the final regulations provide that a hospital facility must document its CHNA in a CHNA report that is adopted by an authorized body of the hospital facility and includes:*
>
> *(1) A definition of the community served by the hospital facility and a description of how the community was determined;*
>
> *(2) a description of the process and methods used to conduct the CHNA;*
>
> *(3) a description of how the hospital facility solicited and took into account input received from persons who represent the broad interests of the community it serves;*

(4) a prioritized description of the significant health needs of the community identified through the CHNA, along with a description of the process and criteria used in identifying certain health needs as significant and prioritizing those significant health needs; and

(5) a description of resources potentially available to address the significant health needs identified through the CHNA.

Additionally, all CHNAs developed after the very first CHNA received written commentary on the prior Assessment and Implementation Strategy efforts. The Hospital followed the Federal requirements in the solicitation of written comments by securing characteristics of individuals providing written comment but did not maintain identification data.

The methodology takes a comprehensive approach to the solicitation of written comments. Input was obtained from the required three minimum sources and expanded input to include other representative groups. The Hospital asked all participating in the written comment solicitation process to self-identify themselves into any of the following representative classifications, which is detailed in an Appendix to this report. Written comment participants self-identified into the following classifications:

(1) Public Health – Persons with special knowledge of or expertise in public health

(2) Departments and Agencies – Federal, tribal, regional, State, or local health or other departments or agencies, with current data or other information relevant to the health needs of the community served by the hospital facility

(3) Priority Populations – Leaders, representatives, or members of medically underserved, low income, and minority populations, and populations with chronic disease needs in the community served by the hospital facility. Also, in other federal regulations the term Priority Populations, which include rural residents and LGBT interests, is employed and for consistency is included in this definition

(4) Chronic Disease Groups – Representative of or member of Chronic Disease Group or Organization, including mental and oral health

(5) Broad Interest of the Community – Individuals, volunteers, civic leaders, medical personnel, and others to fulfill the spirit of broad input required by the federal regulations

Other (please specify)

The methodology also takes a comprehensive approach to assess community health needs. Perform several independent data analyses based on secondary source data, augment this with Local Expert Advisor opinions, and resolve any data inconsistency or discrepancies by reviewing the combined opinions formed from local experts. The Hospital relies on secondary source data, and most secondary sources use the county as the smallest unit of analysis. Local expert area residents were asked to note if they perceived the problems or needs identified by secondary sources existed in their portion of the county.

Most data used in the analysis is available from public Internet sources and proprietary data. Any critical data needed to address specific regulations or developed by the Local Expert Advisor individuals cooperating in this study are displayed in the CHNA report appendix.

Data sources include:

Website or Data Source	Data Element	Date Accessed	Data Date
www.countyhealthrankings.org	Assessment of health needs of San Bernardino County compared to all California counties	April 1, 2019	2012-2014
IBM Watson Health (formerly known as Truven Health Analytics)	Assess characteristics of the hospital's primary service area, at a zip code level, based on classifying the population into various socio-economic groups, determining the health and medical tendencies of each group and creating an aggregate composition of the service area according to the proportion of each group in the entire area; and, to access population size, trends and socio-economic characteristics	April 1, 2019	2019
http://svi.cdc.gov	To identify the Social Vulnerability Index value	April 2, 2019	2012-2016
http://www.healthdata.org/us-county-profiles	To look at trends of key health metrics over time	April 2, 2019	2014
www.worldlifeexpectancy.com/usa-health-rankings	To determine relative importance among 15 top causes of death	April 2, 2019	2016

A standard process of gathering community input was developed. In addition to gathering data from the above sources:

- A CHNA survey was deployed to the Hospital's Local Expert Advisors to gain input on local health needs and the needs of priority populations. Local Expert Advisors were local individuals selected according to criteria required by the Federal guidelines and regulations and the Hospital's desire to represent the region's geographically and ethnically diverse population. Community input from 15 Local Expert Advisors was received. Survey responses started May 14, 2019 and ended on May 30, 2019.
- Information analysis augmented by local opinions showed how BVCHD's Service Area and San Bernardino County as a whole relates to its peers in terms of primary and chronic needs and other issues of uninsured persons, low-income persons, and minority groups. Respondents commented on whether they believe certain population groups ("Priority Populations") need help to improve their condition, and if so, who needs to do what to improve the conditions of these groups.
- Local opinions of the needs of Priority Populations, while presented in its entirety in the Appendix, was abstracted in the following "take-away" bulleted comments

- The top three priority populations in the area are low-income groups, residents of rural areas, and older adults
- There should be a focus on accessibility to healthcare and specialty care

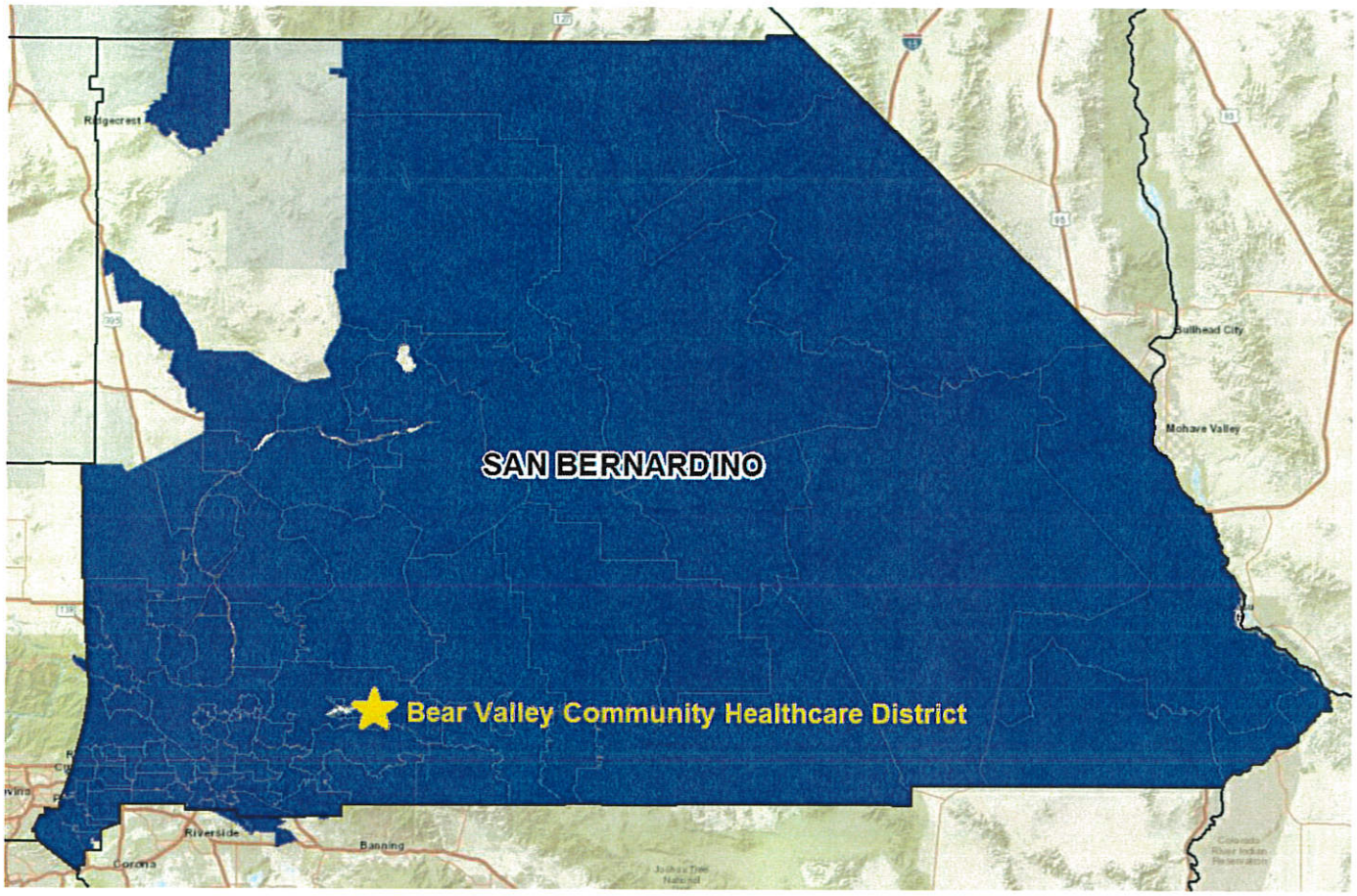
Having taken steps to identify potential community needs, the Local Experts then participated in a structured communication technique called a "Wisdom of Crowds" method. The premise of this approach relies on a panel of experts with the assumption that the collective wisdom of participants is superior to the opinion of any one individual, regardless of their professional credentials.

In the BVCHD process, each Local Expert had the opportunity to introduce needs previously unidentified and to challenge conclusions developed from the data analysis. While there were a few opinions of the data conclusions not being completely accurate, most of the comments agreed with the findings. A list of all needs identified by any of the analyzed data was developed. The Local Experts then allocated 100 points among the list of health needs, including the opportunity to list additional needs that were not identified from the data.

The ranked needs were divided into two groups: "Significant" and "Other Identified Needs." The Significant Needs were prioritized based on total points cast by the Local Experts in descending order, further ranked by the number of local experts casting any points for the need. By definition, a Significant Need had to include all rank ordered needs until at least fifty percent (60%) of all points were included and to the extent possible, represented points allocated by a majority of voting local experts. The determination of the break point — "Significant" as opposed to "Other" — was a qualitative interpretation where a reasonable break point in rank order occurred.

COMMUNITY CHARACTERISTICS

Definition of Area Served by the Hospital



For the purposes of this study, Bear Valley Community Healthcare District defines its service area as San Bernardino County in California, which includes the following ZIP codes:[2]

91701 – Rancho Cucamonga	91708 – Chino	91709 – Chino Hills	91710 – Chino
91730 – Rancho Cucamonga	91737 – Rancho Cucamonga	91739 – Rancho Cucamonga	91759 – Mt Baldy
91761 – Ontario	91762 – Ontario	91763 – Montclair	91764 – Ontario
91784 – Upland	91786 – Upland	92242 – Earp	92252 – Joshua Tree
92256 – Morongo Valley	92267 – Parker Dam	92277 – Twentynine Palms	
92278 – Twentynine Palms	92280 – Vidal	92284 – Yucca Valley	92285 – Landers
92301 – Adelanto	92304 – Amboy	92305 – Angelus Oaks	92307 – Apple Valley

[2] The map above amalgamates zip code areas and does not necessarily display all county zip codes represented below

92308 – Apple Valley	92309 – Baker	92310 – Fort Irwin	92311 – Barstow
92313 – Grand Terrace	**92314 – Big Bear City**	**92315 – Big Bear Lake**	92316 – Bloomington
92317 – Blue Jay	92318 – Bryn Mawr	92321 – Cedar Glen	92322 – Cedarpines
Park 92324 – Colton	92325 – Crestline	92327 – Daggett	92332 – Essex
92333 – Fawnskin	92335 – Fontana	92336 – Fontana	92337 – Fontana
92338 – Ludlow	92339 – Forest Falls	92341 – Green Valley Lake	92342 – Helendale
92344 – Hesperia	92345 – Hesperia	92346 – Highland	92347 – Hinkley
92350 – Loma Linda	92352 – Lake Arrowhead	92354 – Loma Linda	92356 – Lucerne Valley
92358 – Lytle Creek	92359 – Mentone	92363 – Needles	92364 – Nipton
92365 – Newberry Springs	92368 – Oro Grande	92371 – Phelan	92372 – Pinon Hills
92373 – Redlands	92374 – Redlands	92376 – Rialto	92377 – Rialto
92378 – Rimforest	92382 – Running Springs	92385 – Skyforest	**92386 – Sugarloaf**
92391 – Twin Peaks	92392 – Victorville	92394 – Victorville	92395 – Victorville
92397 – Wrightwood	92399 – Yucaipa	92401 – San Bernardino	92404 – San Bernardino
92405 – San Bernardino	92407 – San Bernardino	92408 – San Bernardino	92410 – San Bernardino
92411 – San Bernardino	93562 – Trona		

In 2017, the Hospital received 85.3% of its patients from San Bernardino County.[3] BVCH receives 78.2% of its patients from zip codes 92315 (Big Bear Lake), 92314 (Big Bear City) and 92386 (Sugarloaf).

NOTE:

The community of Big Bear Lake finds itself a part of the largest county in California, San Bernardino County. Because healthcare and other statistical data is primarily collected at the county level, much of the information in this report focuses on the county as a whole. Where possible, zip code-level data has been included to better focus on the Hospital's primary service area.

Furthermore, Local Experts were specifically selected to represent Big Bear Lake and were asked to review the provided

[3] Truven MEDPAR patient origin data for the hospital

data to determine if it is an accurate reflection of the community. While the data proposes all potential health needs, the Local Experts are ultimately responsible for ranking and prioritizing the significant health needs of the area.

Demographics of the Community [4]

Variable	BVCHD Service Area* 2019	BVCHD Service Area* 2024	BVCHD Service Area* %Change	San Bernardino County 2019	San Bernardino County 2024	San Bernardino County %Change	California 2019	California 2024	California %Change	United States 2019	United States 2024	United States %Change
DEMOGRAPHIC CHARACTERISTICS												
Total Population	18,777	19,306	2.8%	2,181,658	2,268,348	4.0%	39,964,848	41,541,094	3.9%	329,236,175	340,950,067	3.6%
Total Male Population	9,480	9,710	2.4%	1,083,714	1,126,203	3.9%	19,835,923	20,612,014	3.9%	162,097,263	167,921,866	3.6%
Total Female Population	9,297	9,596	3.2%	1,097,944	1,142,145	4.0%	20,128,925	20,929,080	4.0%	167,138,912	173,028,201	3.5%
Females, Child Bearing Age (15-44)	2,887	3,051	5.7%	458,667	469,589	2.4%	8,111,234	8,215,163	1.3%	64,251,309	65,231,610	1.5%
Average Household Income	$77,512			$82,500			$109,975			$89,646		
POPULATION DISTRIBUTION												
Age Distribution												
0-14	3,123	3,177	1.7%	473,827	474,464	0.1%	7,589,418	7,671,053	1.1%	61,258,096	61,645,382	0.6%
15-17	658	704	7.0%	99,560	100,964	1.4%	1,578,610	1,632,021	3.4%	12,813,020	13,319,388	4.0%
18-24	1,503	1,494	-0.6%	229,989	230,504	0.2%	3,796,047	3,813,130	0.5%	31,474,821	32,296,411	2.6%
25-34	2,182	2,347	7.6%	325,210	328,929	1.1%	5,887,935	5,707,583	-3.1%	44,370,805	43,645,423	-1.6%
35-54	4,097	3,929	-4.1%	544,800	564,437	3.6%	10,468,868	10,854,032	3.7%	83,304,733	84,255,193	1.1%
55-64	3,064	2,834	-7.5%	246,402	253,985	3.1%	4,852,799	5,070,344	4.5%	42,525,512	43,333,585	1.9%
65+	4,150	4,821	16.2%	261,870	315,065	20.3%	5,791,171	6,792,931	17.3%	53,489,188	62,454,685	16.8%
HOUSEHOLD INCOME DISTRIBUTION												
Total Households	7,771	7,965	2.5%	647,027	670,247	3.6%	13,477,892	14,007,864	3.9%	125,018,838	129,683,911	3.7%
2019 Household Income												
<$15K	843			64,193			1,180,894			13,139,420		
$15-25K	930			61,201			1,059,597			11,333,086		
$25-50K	1,911			141,823			2,480,075			26,888,001		
$50-75K	1,364			112,023			2,050,850			21,157,116		
$75-100K	832			84,616			1,614,990			15,409,735		
Over $100K	1,891			183,171			5,091,486			37,091,480		
EDUCATION LEVEL												
Pop Age 25+	13,493			1,378,282			27,000,773			223,690,238		
2019 Adult Education Level Distribution												
Less than High School	437			131,178			2,642,776			12,173,720		
Some High School	1,006			160,864			2,124,116			16,245,471		
High School Degree	4,001			364,646			5,566,091			61,068,735		
Some College/Assoc. Degree	5,517			449,362			7,861,277			64,945,355		
Bachelor's Degree or Greater	2,532			272,232			8,806,513			69,256,957		
RACE/ETHNICITY												
2018 Race/Ethnicity Distribution												
White Non-Hispanic	13,172			602,757			14,560,566			197,594,684		
Black Non-Hispanic	102			175,414			2,200,140			40,877,627		
Hispanic	4,537			1,181,204			15,802,979			60,675,779		
Asian & Pacific Is. Non-Hispanic	257			159,479			5,961,131			19,327,168		
All Others	709			62,804			1,440,032			10,760,917		

*BVCHD Service Area Includes Big Bear City, Big Bear Lake, Fawnskin and Sugarloaf

[4] Claritas (accessed through IBM Watson Health)

Consumer Health Service Behavior[5]

Key health services topics for the service area population are presented in the table below. In the second column of the chart, the national average is 100%, so the 'Demand as % of National' shows a community's likelihood of exhibiting a certain health behavior more or less than the national average. The next column shows the percentage of the population that is likely to exhibit those behaviors.

Where BVCHD's Service Area (also included San Bernardino County as a whole) varies more than 5% above or below the national average (that is, less than 95% or greater than 105%), it is considered noteworthy. Items in the table with **red text** are viewed as **adverse** findings. Items with **blue text** are viewed as **beneficial** findings. Items with black text are neither a favorable nor unfavorable finding.

BVCHD's Service Area:

Health Service Topic	Demand as % of National	% of Population Affected
Weight / Lifestyle		
BMI: Morbid/Obese	107.4%	32.8%
Vigorous Exercise	96.4%	55.0%
Chronic Diabetes	103.3%	16.2%
Healthy Eating Habits	95.7%	22.3%
Ate Breakfast Yesterday	95.8%	75.8%
Slept Less Than 6 Hours	96.9%	13.2%
Consumed Alcohol in the Past 30 Days	85.6%	46.0%
Consumed 3+ Drinks Per Session	98.4%	27.7%
Behavior		
Search for Pricing Info	91.3%	24.6%
I am Responsible for My Health	99.6%	90.1%
I Follow Treatment Recommendations	103.8%	80.1%
Pulmonary		
Chronic COPD	143.8%	7.8%
Chronic Asthma	95.8%	11.3%
Heart		
Chronic High Cholesterol	106.5%	26.0%
Routine Cholesterol Screening	95.9%	42.5%
Chronic Heart Failure	130.5%	5.3%

Health Service Topic	Demand as % of National	% of Population Affected
Cancer		
Cancer Screen: Skin 2 yr	74.7%	8.0%
Cancer Screen: Colorectal 2 yr	93.6%	19.2%
Cancer Screen: Pap/Cerv Test 2 yr	83.4%	40.2%
Routine Screen: Prostate 2 yr	96.1%	27.3%
Orthopedic		
Chronic Lower Back Pain	115.6%	35.7%
Chronic Osteoporosis	125.6%	12.7%
Routine Services		
FP/GP: 1+ Visit	104.3%	84.9%
NP/PA Last 6 Months	101.0%	41.9%
OB/Gyn 1+ Visit	89.9%	34.4%
Medication: Received Prescription	104.8%	63.5%
Internet Usage		
Use Internet to Look for Provider Info	86.3%	34.5%
Facebook Opinions	78.4%	7.9%
Looked for Provider Rating	89.2%	21.0%
Emergency Services		
Emergency Room Use	105.3%	38.0%
Urgent Care Use	91.7%	30.2%

Conclusions from Demographic Analysis Compared to National Averages

The following areas were identified from a comparison of BVCHD's Service Area to national averages. Adverse metrics impacting more than 30% of the population and statistically significantly different from the national average include:

- 7.4% more likely to have a **BMI of Morbid/Obese**, affecting 32.8%

[5] Claritas (accessed through IBM Watson Health)

- 16.6% less likely to receive **Cervical Cancer Screenings Every 2 Years**, affecting 40.2%
- 15.6% more likely have **Chronic Lower Back Pain**, affecting 35.7%
- 10.1% less likely to receive **Routine OB/Gyn Visit**, affecting 34.4%
- 5.3% more likely to **Visit the Emergency Room (for non-emergent issues)**, affecting 38.0%

Beneficial metrics impacting more than 30% of the population and statistically significantly different from the national average include:

- 14.4% less likely to **Consume Alcohol in the Past 30 Days**, affecting 46.0%

San Bernardino County:

Health Service Topic	Demand as % of National	% of Population Affected
Weight / Lifestyle		
BMI: Morbid/Obese	105.8%	32.3%
Vigorous Exercise	101.8%	58.1%
Chronic Diabetes	129.8%	20.3%
Healthy Eating Habits	90.3%	21.1%
Ate Breakfast Yesterday	99.1%	78.4%
Slept Less Than 6 Hours	109.5%	14.9%
Consumed Alcohol in the Past 30 Days	102.4%	55.0%
Consumed 3+ Drinks Per Session	125.0%	35.2%
Behavior		
Search for Pricing Info	110.9%	29.9%
I am Responsible for My Health	99.9%	90.5%
I Follow Treatment Recommendations	100.7%	77.5%
Pulmonary		
Chronic COPD	86.8%	4.7%
Chronic Asthma	108.2%	12.8%
Heart		
Chronic High Cholesterol	105.4%	25.8%
Routine Cholesterol Screening	105.4%	46.8%
Chronic Heart Failure	95.3%	3.9%

Health Service Topic	Demand as % of National	% of Population Affected
Cancer		
Cancer Screen: Skin 2 yr	103.1%	11.1%
Cancer Screen: Colorectal 2 yr	113.6%	23.4%
Cancer Screen: Pap/Cerv Test 2 yr	96.8%	46.7%
Routine Screen: Prostate 2 yr	115.2%	32.8%
Orthopedic		
Chronic Lower Back Pain	117.6%	36.3%
Chronic Osteoporosis	73.5%	7.5%
Routine Services		
FP/GP: 1+ Visit	101.9%	82.9%
NP/PA Last 6 Months	84.4%	35.0%
OB/Gyn 1+ Visit	90.7%	34.8%
Medication: Received Prescription	91.9%	55.7%
Internet Usage		
Use Internet to Look for Provider Info	84.7%	33.7%
Facebook Opinions	105.3%	10.6%
Looked for Provider Rating	89.1%	20.9%
Emergency Services		
Emergency Room Use	105.3%	39.5%
Urgent Care Use	111.7%	36.8%

The following areas were identified from a comparison of San Bernardino County to national averages. Adverse metrics impacting more than 30% of the population and statistically significantly different from the national average include:

- 5.8% more likely to have a **BMI of Morbid/Obese**, affecting 32.3%
- 25.0% more likely to **Consume 3+ Drinks per Session**, affecting 35.2%

- 17.6% more likely have **Chronic Lower Back Pain**, affecting 36.3%
- 15.6% less likely to receive **Routine 6 Month NP/PA Visit**, affecting 35.0%
- 9.3% less likely to receive **Routine OB/Gyn Visit**, affecting 34.8%
- 5.3% more likely to **Visit the Emergency Room (for non-emergent issues)**, affecting 39.5%

Beneficial metrics impacting more than 30% of the population and statistically significantly different from the national average include:

- 5.4% more likely to receive **Routine Cholesterol Screenings**, affecting 46.8%
- 15.2% more likely to receive **Routine Prostate Screening**, affecting 32.8%

Leading Causes of Death[6]

The Leading Causes of Death are determined by official Centers for Disease Control and Prevention (CDC) final death total. California's Top 15 Leading Causes of Death are listed in the table below in San Bernardino's rank order. San Bernardino County was compared to all other California counties, California state average and whether the death rate was higher, lower or as expected compared to the U.S. average.

Cause of Death			Rank among all counties in CA (#1 rank = worst in state)	Rate of Death per 100,000 age adjusted		Observation (San Bernardino County Compared to U.S.)
CA Rank	San Bernardino Rank	Condition		CA	San Bernardino	
1	1	Heart Disease	4 of 58	142.8	229.8	Higher than Expected
2	2	Cancer	17 of 58	136.7	174.1	Higher than Expected
5	3	Lung Disease	9 of 58	32.1	58.9	Higher than Expected
3	4	Stroke	21 of 58	37.6	48.0	Higher than Expected
7	5	Diabetes	4 of 58	22.0	32.5	Higher than Expected
4	6	Alzheimer's	14 of 58	37.0	30.6	As Expected
6	7	Accidents	51 of 58	33.1	29.1	Less than Expected
8	8	Flu - Pneumonia	27 of 58	14.5	18.3	As Expected
10	9	Liver Disease	24 of 58	12.1	14.0	As Expected
9	10	Hypertension	8 of 58	12.7	12.6	As Expected
12	11	Kidney	9 of 58	8.9	11.2	As Expected
11	12	Suicide	38 of 58	10.4	10.6	As Expected
14	13	Homicide	16 of 58	5.1	7.2	As Expected
13	14	Parkinson's	33 of 58	8.0	5.9	As Expected
15	15	Blood Poisoning	40 of 58	3.5	4.1	Less than Expected

[6] www.worldlifeexpectancy.com/usa-health-rankings

Priority Populations

Earlier in the document, a description was provided for Priority Populations, which is one of the groups whose needs are to be considered during the CHNA process. It can be difficult to obtain information about Priority Populations in a hospital's community. The objective is to understand the general trends of issues impacting Priority Populations and to interact with the Local Experts to discern if local conditions exhibit any similar or contrary trends. The following discussion examines findings about Priority Populations from a national perspective.

Begin by analyzing the National Healthcare Quality and Disparities Reports (QDR), which are annual reports to Congress mandated in the Healthcare Research and Quality Act of 1999 (P.L. 106-129). These reports provide a comprehensive overview of the quality of healthcare received by the general U.S. population and disparities in care experienced by different racial, ethnic, and socioeconomic groups. The purpose of the reports is to assess the performance of the Hospital's health system and to identify areas of strengths and weaknesses in the healthcare system along three main axes: **Access to healthcare**, **quality of healthcare**, and **priorities of the National Quality Strategy (NQS)**. The complete report is provided in Appendix C.

A specific question was asked to the Hospital's Local Expert Advisors about unique needs of Priority Populations, and their responses were reviewed to identify if there were any report trends in the service area. Accordingly, the Hospital places a great reliance on the commentary received from the Hospital's Local Expert Advisors to identify unique population needs to which the Hospital should respond. Specific opinions from the Local Expert Advisors are summarized below:[7]

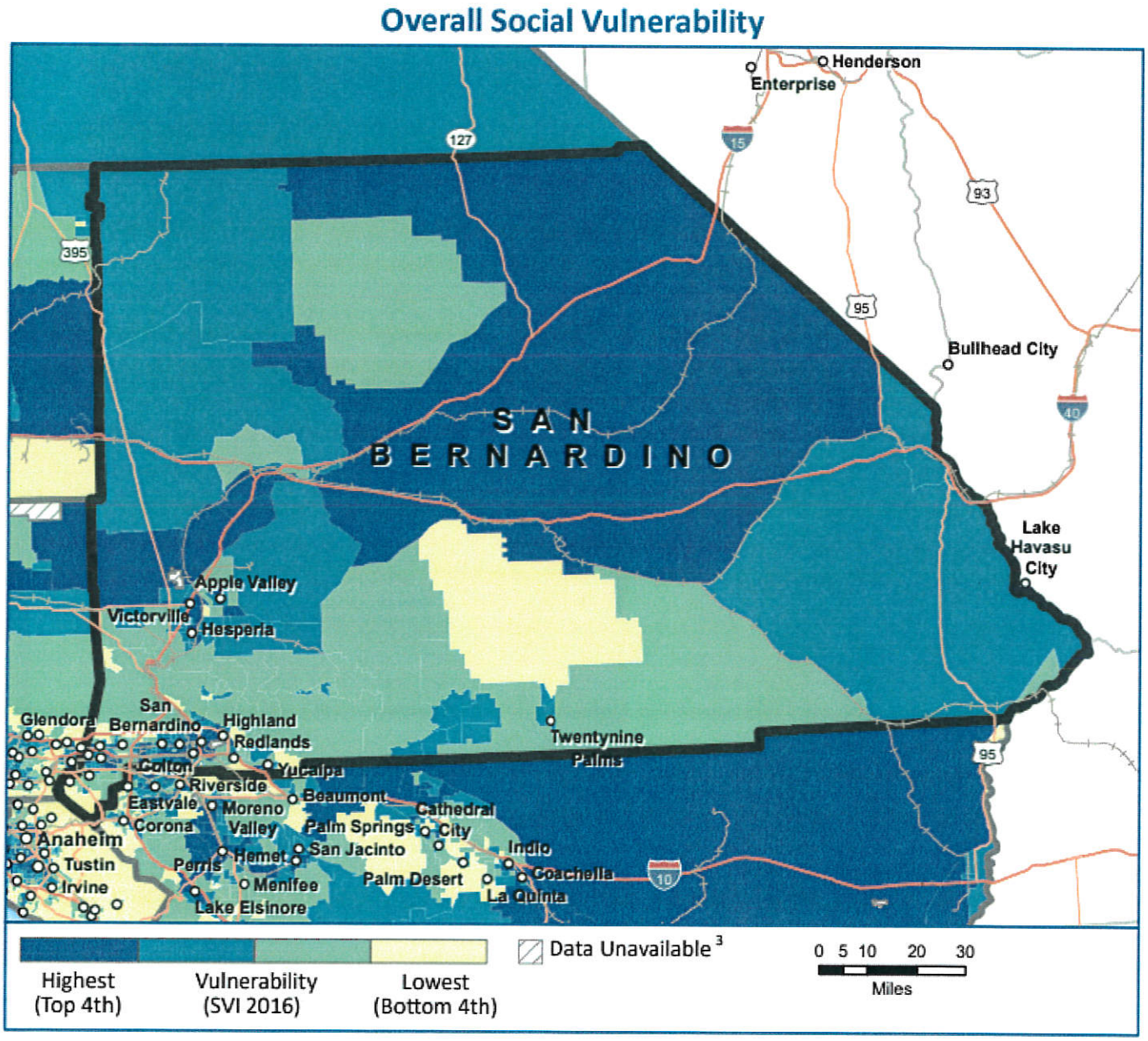
- The top three priority populations in the area are low-income groups, residents of rural areas, and older adults
- There should be a focus on accessibility to healthcare and specialty care

[7] All comments and the analytical framework behind developing this summary appear in Appendix A

Social Vulnerability[8]

Social vulnerability refers to the resilience of communities when confronted by external stresses on human health, such as natural or human-caused disasters, or disease outbreaks.

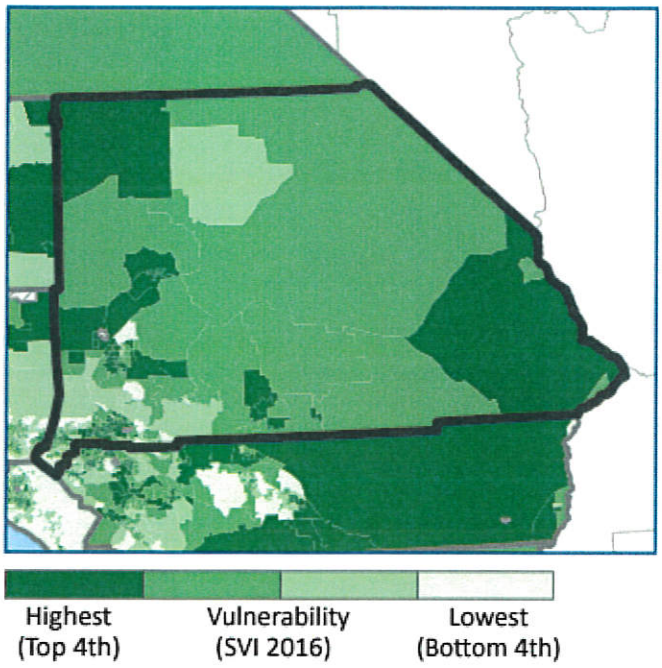
San Bernardino County falls into all four quartiles of social vulnerability. However, the northeast region of the county is in the highest quartile of social vulnerability. The Big Bear Lake region falls into the second lowest quartile:



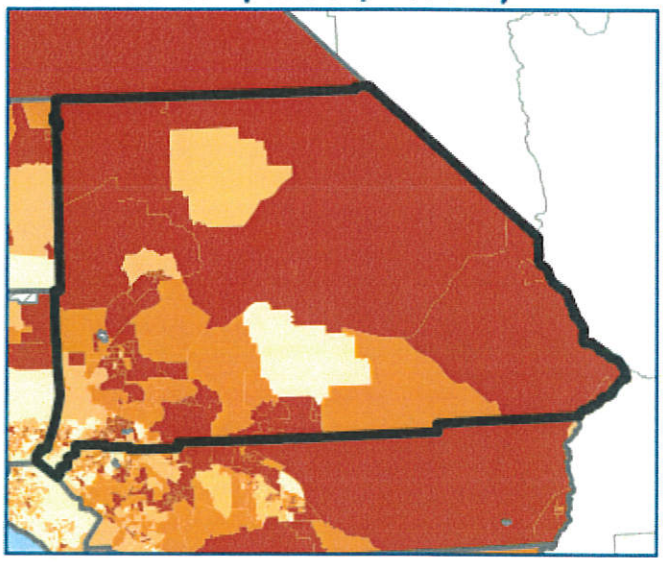
[8] http://svi.cdc.gov

SVI Themes

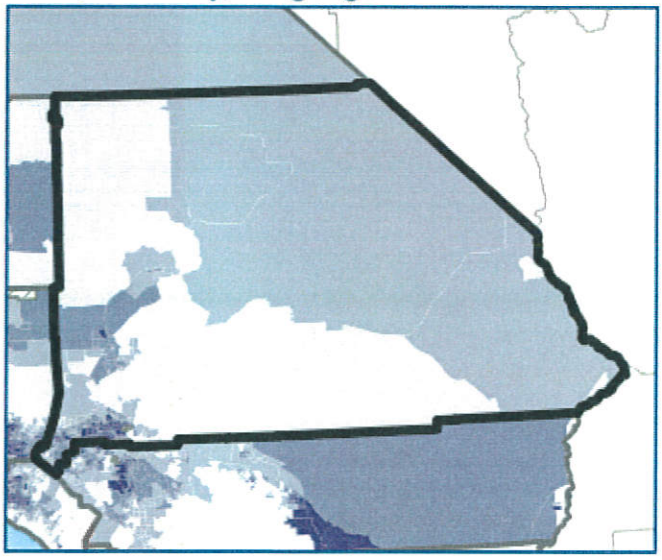
Socioeconomic Status



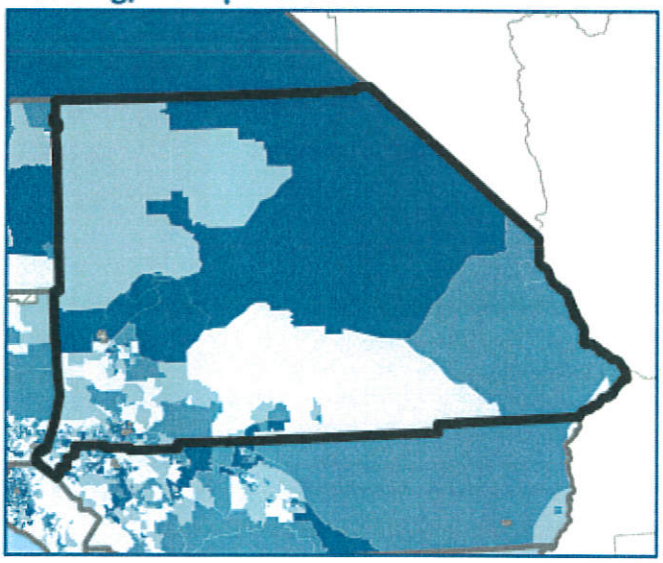
Household Composition/Disability



Race/Ethnicity/Language



Housing/Transportation



Comparison to Other State Counties[9]

To better understand the community, San Bernardino County has been compared to all 58 counties in the state of California across six areas: Length of Life, Quality of Life, Health Behaviors, Clinical Care, Social & Economic Factors, and Physical Environment.

In the chart below, the county's rank compared to all counties is listed along with measures in each area compared to the state average and U.S. Median.

	San Bernardino	California	U.S. Median
Length of Life			
Overall Rank *(best being #1)*	33/58		
- Premature Death*	6,700	5,300	8,100
Quality of Life			
Overall Rank *(best being #1)*	51/58		
- Poor or Fair Health	20%	18%	17%
- Poor Mental Health Days	4.1	3.5	3.9
Health Behaviors			
Overall Rank *(best being #1)*	35/58		
- Adult Smoking	13%	11%	17%
- Adult Obesity	26%	23%	32%
- Physical Inactivity	21%	17%	26%
- Excessive Drinking	18%	18%	17%
- Alcohol-Impaired Driving Deaths	30%	30%	28%
Clinical Care			
Overall Rank *(best being #1)*	56/58		
- Uninsured	9%	8%	10%
- Population to Primary Care Provider Ratio	1,750:1	1,270:1	2,050:1
- Population to Dentist Ratio	1,440:1	1,200:1	2,450:1
- Population to Mental Health Provider Ratio	480:1	310:1	970:1
- Preventable Hospital Stays	4,519	3,507	4,648
- Mammography Screening	30%	36%	40%
- Flu vaccinations	30%	40%	42%
Social & Economic Factors			
Overall Rank *(best being #1)*	32/58		
- Unemployment	4.9%	4.8%	4.4%
- Children in Poverty	23%	18%	21%
- Children in Single-Parent Households	36%	31%	32%
- Violent Crime*	442	421	205
- Injury Deaths*	45	49	82
Physical Environment			
Overall Rank *(best being #1)*	55/58		
- Air Pollution - Particulate Matter	14.9 µg/m³	9.5 µg/m³	9.2 µg/m³
- Severe Housing Problems	27%	27%	14%

Per 100,000 Population

[9] www.countyhealthrankings.org

Conclusions from Other Statistical Data[10]

The Institute for Health Metrics and Evaluation at the University of Washington analyzed all 3,143 U.S. counties or equivalents applying small area estimation techniques to the most recent county information. The below chart compares San Bernardino County statistics to the U.S. average, as well as the trend in each measure over a 34-year span.

San Bernardino County	Current Statistic (2014)	Percent Change (1980-2014)
UNFAVORABLE San Bernardino County measures that are **WORSE** than the U.S. average and had an **UNFAVORABLE**		
- Female Diabetes, Urogenital, Blood, and Endocrine Disease Deaths*	60.1	75.7%
- Male Diabetes, Urogenital, Blood, and Endocrine Disease Deaths*	77.1	76.7%
- Male Mental and Substance Use Related Deaths*	19.5	131.5%
UNFAVORABLE San Bernardino County measures that are **WORSE** than the U.S. average and had a **FAVORABLE** change		
- Female Life Expectancy	80.9	4.9%
- Female Heart Disease*	135.7	-50.1%
- Male Heart Disease*	195.2	-59.9%
- Female Stroke*	49.8	-54.7%
- Female Breast Cancer*	28.6	-14.1%
- Male Transport Injuries Related Deaths*	21.6	-62.4%
- Female Liver Disease Related Deaths*	15.0	-8.8%
- Male Liver Disease Related Deaths*	30.3	-20.0%
DESIRABLE San Bernardino County measures that are **BETTER** than the US average and had an **UNFAVORABLE** change		
- Female Mental and Substance Use Related Deaths*	7.3	75.9%
DESIRABLE San Bernardino County measures that are **BETTER** than the US average and had a **FAVORABLE** change		
- Female Trachel, Bronchus, and Lung Cancer*	36.6	-14.1%
- Male Tracheal, Bronchus, and Lung Cancer*	52.9	-53.9%
- Female Self-Harm and Interpersonal Violence Related Deaths*	6.8	-49.3%
- Male Self-Harm and Interpersonal Violence Related Deaths*	28.9	-38.1%
AVERAGE San Bernardino County measures that are **EQUAL** to the US average and had a **FAVORABLE** change		
- Male Life Expectancy	76.3	9.5%
- Male Stroke*	48.5	-54.7%
- Male Breast Cancer*	0.3	-26.2%
- Female Skin Cancer*	2.0	-17.6%
- Male Skin Cancer*	4.3	-6.4%
- Female Transport Injuries Related Deaths*	8.9	-48.5%

*rate per 100,000 population, age-standardized

[10] http://www.healthdata.org/us-county-profiles

Community Benefit

Community benefit activities or programs seek to achieve a community benefit objective, including improving access to health services, enhancing public health, advancing increased general knowledge, and relief of a government burden to improve health. This includes activities or programs that do the following:

- Are available broadly to the public and serve low-income consumers.
- Reduce geographic, financial, or cultural barriers to accessing health services, and if they ceased would result in access problems (for example, longer wait times or increased travel distances).
- Address federal, state, or local public health priorities such as eliminating disparities in access to healthcare services or disparities in health status among different populations.
- Leverage or enhance public health department activities such as childhood immunization efforts.
- Otherwise would become the responsibility of government or another tax-exempt organization.
- Advance increased general knowledge through education or research that benefits the public.

Activities reported by the Hospital in its implementation efforts and/or its prior year tax reporting (FY2018) included:

- Community Health Fair
- Vaccines for Children Program
- Mom and Dad's Project
- County supplied flu vaccines-Flu shot clinic

IMPLEMENTATION STRATEGY

Significant Health Needs

BVCHD used the priority ranking of area health needs by Local Expert Advisors to organize the search for locally available resources as well as the response to the needs by BVCHD. The Implementation Strategy includes the following:

- Identifies the rank order of each identified Significant Need
- Presents the factors considered in developing the ranking
- Establishes a Problem Statement to specify the problem indicated by use of the Significant Need term
- Identifies BVCHD current efforts responding to the need including any written comments received regarding prior BVCHD implementation actions
- Establishes the Implementation Strategy programs and resources BVCHD will devote to attempt to achieve improvements
- Documents the Leading Indicators BVCHD will use to measure progress
- Presents the Lagging Indicators BVCHD believes the Leading Indicators will influence in a positive fashion, and
- Presents the locally available resources noted during the development of this report as believed to be currently available to respond to this need.

In general, BVCHD is the major hospital in the service area. BVCHD is a 9-bed, acute care medical facility located in Big Bear Lake, CA. The next closest facilities are outside the service area and include:

- Mountains Community Hospital in Lake Arrowhead, CA, 28 miles (54 minutes)
- Desert Valley in Apple Valley/Victorville, CA, 38 miles (52 minutes)
- St. Bernardine's Medical Center in San Bernardino, CA, 39 miles (63 minutes)
- Community Hospital of San Bernardino in San Bernardino, CA, 43 miles (66 minutes)
- Redlands Community Hospital in Redlands, CA, 42 miles (68 minutes)
- Loma Linda University Medical Center in Loma Linda, CA, 42 miles (69 minutes)

All statistics analyzed to determine significant needs are "Lagging Indicators," measures presenting results after a period of time, characterizing historical performance. Lagging Indicators tell you nothing about how the outcomes were achieved. In contrast, the BVCHD Implementation Strategy uses "Leading Indicators." Leading Indicators anticipate change in the Lagging Indicator. Leading Indicators focus on short-term performance, and if accurately selected, anticipate the broader achievement of desired change in the Lagging Indicator. In the QHR application, Leading Indicators also must be within the ability of the hospital to influence and measure.

1. **AFFORDABILITY – Local expert concern; San Bernardino County's uninsured rate is worse than the state average; San Bernardino County's unemployment rate is worse than the state and national averages**

Public comments received on previously adopted implementation strategy:

This was not a significant health need in 2016, so no comments were solicited.

BVCHD services, programs, and resources available to respond to this need include:

- Charity care program available
- Free flu immunizations offered at clinic
- Health Fair provided at the hospital campus offering free glasses, immunizations, chip identification, scoliosis screenings, glucose and cholesterol screenings, and dental exams
- Offering discounted price on mammography screenings through partnership with Soroptomist of Big Bear Valley
- Offer free chronic pain support group
- Offer free smoking cessation classes
- Offer free diabetic education classes
- Dental clinic
- Vaccines for Children Program
- Rural Health Clinic
- Review Private Pay policies for clinic, as well as Financial Assistance Policy
- Offer Reiki, a form of alternative therapy commonly referred to as energy healing
- Free community outreach and education is available including childbirth education, mommy and me classes and parenting classes
- Full time eligibility specialist available
- Prompt discount available for patients that pay on the day of service

Additionally, BVCHD plans to take the following steps to address this need:

- Explore offering inpatient medication detox services through bridge program
- Research funding offerings for community education
- Look into offering training program for certified nursing assistance through grant funding
- Explore partnership with IEHP health networks – to ensure service can be provided to patients with IEHP insurance
- Care collaboration with Riverside Community Hospital to bring in more specialists, patient will receive specialty services local

Anticipated results from BVCHD Implementation Strategy

Community Benefit Attribute Element	Yes, Implementation Strategy Addresses	Implementation Strategy Does Not Address
1. Available to public and serves low income consumers	X	
2. Reduces barriers to access services (or, if ceased, would result in access problems)	X	
3. Addresses disparities in health status among different populations	X	
4. Enhances public health activities	X	
5. Improves ability to withstand public health emergency		X
6. Otherwise would become responsibility of government or another tax-exempt organization	X	
7. Increases knowledge; then benefits the public	X	

The strategy to evaluate BVCHD intended actions is to monitor change in the following Leading Indicator:

- Number of mammograms provided
- Number of the blood screenings provided at health fair
- Charity contributions in 2018

The change in the Leading Indicator anticipates appropriate change in the following Lagging Indicator:

- Medicaid population in the service area county

BVCHD anticipates collaborating with the following other facilities and organizations to address this Significant Need:

Organization	Contact Name	Contact Information
Lions Club of Big Bear	Paul Geiger	
IEHP Health Networks	Samantha Huang, Manager of Provider Contracts	909-386-6440 Huang_s@iehp.org

Organization	Contact Name	Contact Information
Riverside Community Hospital	Brad Smithson, Outreach Coordinator	951-206-6839 Brad.smithson@hcshealthcare.com

Other local resources identified during the CHNA process that are believed available to respond to this need:

Organization	Contact Name	Contact Information
Sorpotomist of Big Bear Valley		

2. **ACCESSIBILITY – 2016 Significant Health Need; San Bernardino County's Population to Primary Care Provider and Mental Health Provider Ratio is worse than the state average**

Public comments received on previously adopted implementation strategy:

- *See Appendix A for a full list of comments*

BVCHD services, programs, and resources available to respond to this need include:

- Recruited Primary Care provider for clinic; recruiting additional primary care/family practice providers
- Expanded tele-psychology and tele-psychiatry services
- Vaccines for Children program – provides free/low-cost vaccines to children
- Participate in annual health fair to provide screenings and education
- FastTrack program within ED to pair lower acuity cases with midlevel providers
- Provide materials in Spanish and provide Spanish interpretation services
- Active participant in Hospital Association of Southern California (HASC) to help meet local healthcare needs and address issues
- Continue developing Care collaboration agreement with Riverside to expand specialty services and provide cross-training for providers
- Explore opportunity to become provider for IEHP
- Explore avenues to expand insurance contracts and keep services local

Additionally, BVCHD plans to take the following steps to address this need:

- Bring additional providers through – University of California Medical School at Riverside
    - In July 2020, scheduled to have relationship where they will rotate residents into the rural environment – 4 residents in the clinic with 3-month rotations
- Implementing telecommunication that includes visual tele interpreter services
- Individual Health Plan (IHP) exploration from affordability
- Seeking additional specialty services through Riverside partnership
- Implementing Medication Assisted Treatment (MAT) Program
- Explore grant options to help increase access

BVCHD evaluation of impact of actions taken since the immediately preceding CHNA:

- Added a second chiropractor including acupuncture and podiatry services
- Expanded mental health providers
- Upgraded equipment and EHR system in ED to streamline patient flow

- Implemented digital mammography
- Installed new CT scanner
- Added specialties including general surgery and orthopedics
- Reintroduced dental program through Rural Health Clinic

Anticipated results from BVCHD Implementation Strategy

Community Benefit Attribute Element	Yes, Implementation Strategy Addresses	Implementation Strategy Does Not Address
1. Available to public and serves low income consumers	X	
2. Reduces barriers to access services (or, if ceased, would result in access problems)	X	
3. Addresses disparities in health status among different populations	X	
4. Enhances public health activities	X	
5. Improves ability to withstand public health emergency		X
6. Otherwise would become responsibility of government or another tax-exempt organization	X	
7. Increases knowledge; then benefits the public	X	

The strategy to evaluate BVCHD intended actions is to monitor change in the following Leading Indicator:

- Number of patients seen in ED
- Increase in number of patients seen at clinic

The change in the Leading Indicator anticipates appropriate change in the following Lagging Indicator:

- Population-based Net Physician Need

BVCHD anticipates collaborating with the following other facilities and organizations to address this Significant Need:

Organization	Contact Name	Contact Information
Riverside Community Hospital	Brad Smithson, Outreach Coordinator (951) 206-6839	(951) 788-3000 4445 Magnolia Ave, Riverside, CA 92501 www.riversidecommunityhospital.com
Local service organizations (Lion's Club, Rotary, BVCH Auxiliary, BVCHD Foundation, SIBBV)		
Hospital Association of Southern California (HASC)	Kevin Porter	(213) 347-2002 Manu Life Plaza, 515 S Figueroa St, Los Angeles, CA 90071 www.hasc.org
REACH and Mercy Air (helicopter transport)	Mercy Air: Rock Allen (909) 273-9376 Reach Air: James Cisneros (909) 329-9607	

Other local resources identified during the CHNA process that are believed available to respond to this need:

Organization	Contact Name	Contact Information
Mountain Area Regional Transit Authority (MARTA)		(909) 878-5200 41939 Fox Farm Rd, Big Bear Lake, CA 92315 mountaintransit.org/big-bear-routes-and-schedules
Other local physicians		

3. **MENTAL HEALTH – 2016 Significant Need; San Bernardino County's Poor Mental Health Days is worse than the state and national averages; Suicide is the #12 Leading Cause of Death in San Bernardino County; San Bernardino County's Male Mental and Substance Use Related Deaths Rate is worse than the national averages**

Public comments received on previously adopted implementation strategy:

- *See Appendix A for a full list of comments*

BVCHD services, programs, and resources available to respond to this need include:

- Active participant in Bear Valley Mental Health Alliance to bring together multiple local agencies to address mental health in the community
- Implemented Care Navigator to help connect patients to community resources
- Tele-psychology and tele-psychiatry services provided for adults
- Providing Mental Health Alliance booklets on local resources for mental health and substance abuse
- PHQ-9– depression screening
    - Providing resources to patients that test positive – self-care or referring to physicians
- Participating with Mountain Homeless Coalition
- Provide culture of poverty training, efforts to teach empathy and understanding to patients

Additionally, BVCHD plans to take the following steps to address this need:

- Explore adding tele psych services in the emergency department
- Explore adding more support groups for community members that have experienced symptoms of a mental health condition
- Research opportunities for creating a patient advocacy program
- Look into implementing a chaplaincy program
- Explore partnership with behavioral health and other community resources

BVCHD evaluation of impact of actions taken since the immediately preceding CHNA:

- Staff and providers trained in 51-50 (ED physicians and nursing staff trained in Suicide risk assessment)
- Increased tele psych services through adding an LCSW onsite
- Added a third telehealth unit at the clinic and can provide service to pediatric patients
- Participated in de-escalating training through the department of public health
- Increased communication and collaboration with all Alliance members
- Provided Mental Health First Aid Classes to staff through PRIME Project

Anticipated results from BVCHD Implementation Strategy

Community Benefit Attribute Element	Yes, Implementation Strategy Addresses	Implementation Strategy Does Not Address
1. Available to public and serves low income consumers	X	
2. Reduces barriers to access services (or, if ceased, would result in access problems)	X	
3. Addresses disparities in health status among different populations		X
4. Enhances public health activities		X
5. Improves ability to withstand public health emergency		X
6. Otherwise would become responsibility of government or another tax-exempt organization	X	
7. Increases knowledge; then benefits the public		X

The strategy to evaluate BVCHD intended actions is to monitor change in the following Leading Indicator:

- Number of mental health visits
- Number of ed tele psych consults

The change in the Leading Indicator anticipates appropriate change in the following Lagging Indicator:

- Number of mental health ED visits

BVCHD anticipates collaborating with the following other facilities and organizations to address this Significant Need:

Organization	Contact Name	Contact Information
Hospital Association of Southern California (HASC)	Kevin Porter	Manu Life Plaza, 515 S Figueroa St, Los Angeles, CA 90071 www.hasc.org

Organization	Contact Name	Contact Information
Big Bear Mental Health Alliance (LSS, DOVES, Bear Valley Unified School District, Sheriff's Department, Desert Mountain's Children's Collaborative (DMCC), Department of Behavioral Health (DBH))	Eileen Hofer (909) 866-5070	http://bigbearmentalhealthalliance.org/
San Bernardino Sheriff's Department Big Bear Station		(909) 866-0100 477 Summit Blvd., Big Bear Lake
Department of Health Care Services (CA) (PRIME Project)	Citra Downey, DHCS Directors Office	(916) 701-8164 Citra.downey@dhcs.ca.gov
DOVES	Quinton Page Program Manager – DOVES of Big Bear Valley	qpage@doves4help.org 909.866.1546

Other local resources identified during the CHNA process that are believed available to respond to this need:

Organization	Contact Name	Contact Information
Other local physicians		

4. **EDUCATION/PREVENTION – Local expert concern**

Public comments received on previously adopted implementation strategy:

This was not a significant health need in 2016, so no comments were solicited.

BVCHD services, programs, and resources available to respond to this need include:

- Community Doc Talk put on by BVCHD doctors focusing on health and wellness education
- Mom and Dads project, a parenting education and resource center that offers a variety of classes for parents and caregivers raising children from birth to 18 years of age including:
    - Childbirth classes, parenting style classes, CPR & first aid classes, comprehensive perinatal services program, and more
    - Visit MomAndDadProject.com for full list
- Smoking cessation classes
- CPSP program through the clinic – California Perinatal Services Program – allows pregnant moms to receive additional visits
- Sent nurses out to do education in school systems – substance abuse, smoking cessation, shaking babies, diabetes education, dental navigator
- Drug take back program that allows community members drop off expired, unused or unwanted medications for safe disposal
- Education on alternative therapy for pain management
- Partnership with California Highway Patrol to provide education on drinking and driving
- Teach back and show me method used to improve patient understanding and adherence to patient education
- Implemented Patient Family Advisory Council
- Working with HSAG to provide education and diagnosis education to reduce readmissions
- Participate with readmissions collaborative group

Additionally, BVCHD plans to take the following steps to address this need:

- Diabetic education
- Explore opportunities for grant funding
- Provide additional education on vaping

Anticipated results from BVCHD Implementation Strategy

Community Benefit Attribute Element	Yes, Implementation Strategy Addresses	Implementation Strategy Does Not Address
1. Available to public and serves low income consumers	X	
2. Reduces barriers to access services (or, if ceased, would result in access problems)	X	
3. Addresses disparities in health status among different populations	X	
4. Enhances public health activities	X	
5. Improves ability to withstand public health emergency		X
6. Otherwise would become responsibility of government or another tax-exempt organization	X	
7. Increases knowledge; then benefits the public	X	

The strategy to evaluate BVCHD intended actions is to monitor change in the following Leading Indicator:

- Number of health-related screenings/fairs offered
- Number of participates in Mom and Dad projects
- Smoking Cessations
- Child birth classes provided

The change in the Leading Indicator anticipates appropriate change in the following Lagging Indicator:

- Track health related rates (including obesity, rate of physical activity, etc.)
- Number of child births in the ED vs in regular care

BVCHD anticipates collaborating with the following other facilities and organizations to address this Significant Need:

Organization	Contact Name	Contact Information
California Highway Patrol		
HSAG	Michelle Pastrano, MSG	(818) 265-4648 mpastrano@hsag.com

Organization	Contact Name	Contact Information
HIIN-Hospital Innovation Improvement Network	Natasha Hanasab, PharmD, MS, Quality Advisor	(818) 265-4689 nhanasab@hsag.com

5. **SUBSTANCE ABUSE – 2016 Significant Need; San Bernardino County's Male Mental and Substance Use Related Deaths Rate is worse than the national averages**

Public comments received on previously adopted implementation strategy:

- *See Appendix A for a full list of comments*

BVCHD services, programs, and resources available to respond to this need include:

- Offer chiropractic and acupuncture services in clinic as alternative treatment option for chronic pain
- Collaborate with schools and California Highway Patrol to put on "Every 15 Minutes" to show effects of impaired driving
- Providers have access to CURES program to monitor opioid prescriptions
- Provide Mental Health Alliance booklets on local resources for mental health and substance abuse
- Hired a licensed clinical social worker (LCSW)
- Hired a Care navigator to provide patients with personal guidance throughout their course of treatment
- Offer support groups for patients experiencing chronic pain management
- Nurse provides education to parents of local school on substance abuse
- Provides annual open house surrounding alternative therapy options and provide community education as well
- Drug take back program that allows community members drop off expired, unused or unwanted medications for safe disposal
- Tele psych have a DEA X waiver which allows them to prescribe medication assistance treatment for substance abuse and opioid use disorder

Additionally, BVCHD plans to take the following steps to address this need:

- Explore expanding medication assistance program to outpatient setting
- Explore expanding detox program to inpatient setting
- Look into hiring a board-certified addiction specialist

BVCHD evaluation of impact of actions taken since the immediately preceding CHNA:

- Offering Narcan prescription for anyone who is prescribed long term opioids
- Implemented Hospital Association of Southern California's Safe Opioid Prescribing Practices to help manage and control access to narcotics
- Implemented Management of non-malignant Chronic Pain Program (PRIME Project) to encourage use of alternative medicines/modalities to relieve chronic pain
- Expanded chiropractic services in clinic with new provider

Anticipated results from BVCHD Implementation Strategy

Community Benefit Attribute Element	Yes, Implementation Strategy Addresses	Implementation Strategy Does Not Address
1. Available to public and serves low income consumers	X	
2. Reduces barriers to access services (or, if ceased, would result in access problems)	X	
3. Addresses disparities in health status among different populations		X
4. Enhances public health activities	X	
5. Improves ability to withstand public health emergency		X
6. Otherwise would become responsibility of government or another tax-exempt organization	X	
7. Increases knowledge; then benefits the public	X	

The strategy to evaluate BVCHD intended actions is to monitor change in the following Leading Indicator:

- Number of patients participating in PRIME project

The change in the Leading Indicator anticipates appropriate change in the following Lagging Indicator:

- Age-adjusted ER Rate due to overdose

BVCHD anticipates collaborating with the following other facilities and organizations to address this Significant Need:

Organization	Contact Name	Contact Information
Local Schools		
California Highway Patrol		
Sierra Trust Foundation	Nora Dunlap, Program Officer	916-922-4755 x3213 ndunlap@sierrahealth.org www.sierrahealth.org

6. **OBESITY/OVERWEIGHT – Local Expert Concern; San Bernardino County's Adult Obesity rate is worse than the state average; San Bernardino County's Physical Inactivity rate is worse than the state average; Diabetes is the #5 Leading Cause of Death in San Bernardino County**

Public comments received on previously adopted implementation strategy:

This was not a significant health need in 2016, so no comments were solicited.

BVCHD services, programs, and resources available to respond to this need include:

- Offer diabetic education program
- BVCHD staff trained to be a diabetic peer educator
- Through Meal On Wheels program, BVCHD provides in-home nourishment to the ill, disabled and elderly home bound residents throughout the Big Bear Valley.

Additionally, BVCHD plans to take the following steps to address this need:

- Explore grant options to provide BMI testing and tracking
- BVCHD to explore more options
- Healthy food options in cafeteria
- Explore funding opportunities for employee wellness program
- Explore funding opportunities for weight management program
- Explore opportunities for outpatient nutrition consults

Anticipated results from BVCHD Implementation Strategy

Community Benefit Attribute Element	Yes, Implementation Strategy Addresses	Implementation Strategy Does Not Address
1. Available to public and serves low income consumers		
2. Reduces barriers to access services (or, if ceased, would result in access problems)		
3. Addresses disparities in health status among different populations	X	
4. Enhances public health activities		
5. Improves ability to withstand public health emergency		

Community Benefit Attribute Element	Yes, Implementation Strategy Addresses	Implementation Strategy Does Not Address
6. Otherwise would become responsibility of government or another tax-exempt organization		
7. Increases knowledge; then benefits the public	X	

The strategy to evaluate BVCHD intended actions is to monitor change in the following Leading Indicator:

- Percent of patients receiving BMI screening in primary care offices

The change in the Leading Indicator anticipates appropriate change in the following Lagging Indicator:

- Ratio of patients with elevated BMI compared to normal BMI
- Adults obesity rate in the county

Other Needs Identified During CHNA Process

7. **Women's Health**
8. **Cancer**
9. **Heart Disease**
10. **Accidents**
11. **Alcohol Use**
12. **Stroke**
13. **Chronic Pain Management**
14. **Hypertension**
15. **Dental**
16. **Diabetes**
17. **Alzheimer's**
18. **Liver Disease**
19. **Assistance to caregivers providing care for chronically ill family members**
20. **Smoking/Tobacco Use**

Overall Community Need Statement and Priority Ranking Score

Significant needs where hospital has implementation responsibility

1. Affordability
2. Accessibility – 2016 Significant Need
3. Mental Health – 2016 Significant Need
4. Education/Prevention
5. Substance Abuse – 2016 Significant Need
6. Obesity/Overweight

Significant needs where hospital did not develop implementation strategy

1. N/A

Other needs where hospital developed implementation strategy

1. N/A

Other needs where hospital did not develop implementation strategy

1. N/A

APPENDIX

Appendix A – Written Commentary on Prior CHNA (Local Expert Survey)

Hospital solicited written comments about its 2016 CHNA. 15 individuals responded to the request for comments. The following presents the information received in response to the solicitation efforts by the hospital. No unsolicited comments have been received.

1. **Please indicate which (if any) of the following characteristics apply to you. If none of the following choices apply to you, please give a description of your role in the community.**

	Yes (Applies to Me)	No (Does Not Apply to Me)	Response Count
1) **Public Health Expertise**	6	6	12
2) **Departments and Agencies** with relevant data/information regarding health needs of the community served by the hospital	7	5	12
3) **Priority Populations**	2	9	11
4) Representative/Member of **Chronic Disease Group** or Organization	2	9	11
5) Represents the **Broad Interest of the Community**	13	0	13
Other			2
Answered Question			15
Skipped Question			0

Congress defines "Priority Populations" to include:

- Racial and ethnic minority groups
- Low-income groups
- Women
- Children
- Older Adults
- Residents of rural areas
- Individuals with special needs including those with disabilities, in need of chronic care, or in need of end-of-life care
- Lesbian Gay Bisexual Transsexual (LGBT)
- People with major comorbidity and complications

2. **Do any of these populations exist in your community, and if so, do they have any unique needs that should be addressed?**

- *Inadequate accessibility of medical and mental health care for all categories esp. for the "working poor" especially specialist medical service needs. Lack of understanding and acceptance of LGBT community members*
- *Our community is somewhat isolated and very "resource poor" so specialty care is a huge struggle for patients due to travel....especially with mental health. Most of our patients don't use mental health services that are not offered here.*
- *Access to health care in our isolated community*

In the 2016 CHNA, there were three health needs identified as "significant" or most important:

1. **Accessibility**
2. **Mental Health**
3. **Substance Abuse**

3. **Should the hospital continue to consider and allocate resources to help improve the needs identified in the 2016 CHNA?**

	Yes	No	Response Count
Accessibility	15	0	15
Mental Health	15	0	15
Substance Abuse	15	0	15

Comments:

- *N/A*

6. **Please share comments or observations about the actions BVCHD has taken to address <u>ACCESSIBILTY</u>.**

- *The dental clinic has improved access to oral health care to our underserved, uninsured, and vulnerable populations. The partnership with BVCH and the Soroptimist Club of Big Bear Valley has also been vital in promoting women's health by providing low cost or free mammograms. The offering of digital mammography at our hospital has been instrumental in earlier detection.*
- *All of these action steps make good sense. Part of the problem is letting people know what services are available for them.*
- *Some progress has been made however more is needed*
- *I feel that the fact that their financial situation had stabilized has made the whole situation much better*
- *Yes, this should remain a priority. I was not aware of many of these actions.*
- *LLUMC was not helpful in the least so I am happy to hear about the new Care Collaboration with Riverside Community Hospital. They have always been a pleasure to work with and seem to go out of their way to help wherever we need it. They are always interested in giving back which is also a welcome change. I believe that the ED successfully implemented T-System after 2016. I believe also that RAD upgraded mammography equipment and recently completed a CT upgrade as well. I have heard great things about services after the upgrades. Doctor (surgery) has just begun and is beginning to ramp up for surgeries next month perhaps. We have Doctor and Doctor for Ortho as well. Doctor also sees patients at the clinic which keeps our patients from having to travel off the mountain and keeps the revenue here, so this is a great benefit for those cases he can do locally. The dental program has been wildly successful at the RHC and COH is currently working on expanding services into the FHC. I personally, would like to see the clinics explore managed care options as it is my understanding that Medi-Cal wants to have all patients in some sort of managed care (mostly we hear of patients being switched to IEHP and Molina). This would increase the population that we could see but would also sustain patient volumes for the future if Medi-Cal continues to move away from "straight" Medi-Cal.*
- *Increased access to better technology is a plus*

- *Loma Linda has not demonstrated a commitment to work with us and no further efforts should be spent in trying to affiliate with them*
- *The plan to develop an agreement with Loma Linda has been a complete failure, mostly because Loma Linda doctors did not want to do it. I hope that the hospital will try to develop an association with another hospital to provide these services. I understand Riverside Community Hospital is interested and this would be of great benefit to the community because services could be provided in town without having to go off the hill*

7. **Please share comments or observations about the actions BVCHD has taken to address <u>MENTAL HEALTH.</u>**
   - *Do not know enough to comment*
   - *Sensible steps for addressing mental health needs.*
   - *some progress has been made however more is needed*
   - *Yes, this should remain a priority.*
   - *I think that BVCHD has a much bigger presence and awareness with the local collaboratives for mental health services. Of course, there is always room for improvement, but it is already vastly better than a few years ago. Once again, LLUMC was not a useful resource at all, but I know that the clinic has successfully added two tele psychiatrists and the ED is exploring on-demand tele psych consults which I believe will be hugely helpful to the community and staff alike. Transportation continues to be a struggle for many in the community but efforts have been made to provide buss vouchers to assist patients to get to and from the facility and in some cases, even to get to a shelter or other resources off the mountain.*
   - *Mental health needs seem to be greater in a rural remote location with winter and resort visitor pressures.*
   - *Doing a great job with 4 current providers at the FHC with another coming on shortly.*
   - *I am unaware of the actions the hospital has taken with regard to Mental Health*

8. **Please share comments or observations about the actions BVCHD has taken to address <u>SUBSTANCE ABUSE</u>.**
   - *Do not know enough to comment*
   - *Encouraging the use of alternative medicines and chiropractic services is a smart, progressive step.*
   - *Unaware of any changes*
   - *Continue*
   - *This continues to be a concern for all ages - Also being a resort town invites more drug involvement*
   - *Yes, this should remain a priority. I've noticed growth in this area.*

     I know the HASC prescribing practices were implemented, but I'm not sure how helpful they were for the ED physicians as I do not work with them directly. However, it seems that I do see shorter durations of opioid prescriptions from patients who have been seen in the ED. The PRIME Project for Chronic Pain Management has been very successful at the clinic. It has allowed us to bring on Acupuncture, an additional Chiro provider, Reiki

once a month, etc. The annual Provider Open House has been a wonderful event and a place for alternative care providers in the community to not only highlight what they do, but also to find out more about what we do and find ways we can work together to better our community.

- *Mental health and substance abuse go hand in hand and can be exasperated with the pressures mentioned above*
- *Pain management program*
- *I am unaware of actions the hospital has taken with regard to Substance Abuse*

Appendix B – Identification & Prioritization of Community Needs (Local Expert Survey Results)

Need Topic	Total Votes	Number of Local Experts Voting for Needs	Percent of Votes	Cumulative Votes	Need Determination
Affordability	138	8	13.8%	13.8%	Significant Needs
Accessibility*	133	7	13.3%	27.1%	
Mental Health*	122	9	12.2%	39.3%	
Education/Prevention	90	7	9.0%	48.3%	
Substance Abuse*	69	7	6.9%	55.2%	
Obesity/Overweight	60	6	6.0%	61.2%	
Women's Health	50	5	5.0%	66.2%	Other Identified Needs
Cancer	45	4	4.5%	70.7%	
Heart Disease	45	5	4.5%	75.2%	
Accidents	40	4	4.0%	79.2%	
Alcohol Use	35	4	3.5%	82.7%	
Stroke	33	4	3.3%	86.0%	
Chronic Pain Management	25	3	2.5%	88.5%	
Hypertension	25	3	2.5%	91.0%	
Dental	20	1	2.0%	93.0%	
Diabetes	20	3	2.0%	95.0%	
Alzheimer's	15	2	1.5%	96.5%	
Liver Disease	10	1	1.0%	97.5%	
Points reserved for NEW health needs listed in Question 14 below	10	1	1.0%	98.5%	
Assistance to caregivers providing care for chronically ill family members	10	1	1.0%	99.5%	
Smoking/Tobacco Use	5	1	0.5%	100.0%	
Flu/Pneumonia	0	0	0.0%	100.0%	
Kidney Disease	0	0	0.0%	100.0%	
Lung Disease	0	0	0.0%	100.0%	
Physical Inactivity	0	0	0.0%	100.0%	
Respiratory Infections	0	0	0.0%	100.0%	
Suicide	0	0	0.0%	100.0%	
Total	1000		100.00%		

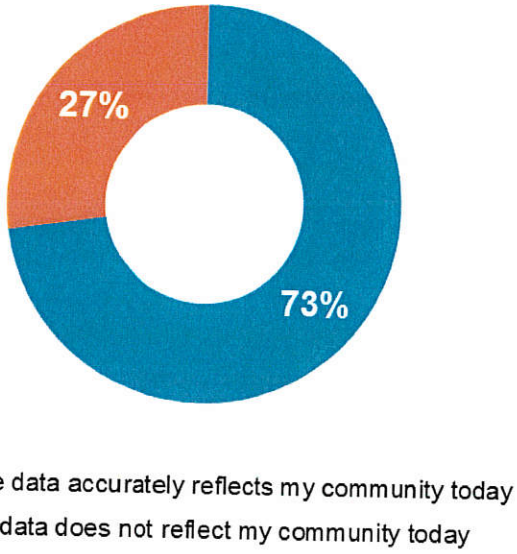
=2016 Significant Needs

Individuals Participating as Local Expert Advisors

	Yes (Applies to Me)	No (Does Not Apply to Me)	Response Count
1) **Public Health Expertise**	6	6	12
2) **Departments and Agencies** with relevant data/information regarding health needs of the community served by the hospital	7	5	12
3) **Priority Populations**	2	9	11
4) Representative/Member of **Chronic Disease Group** or Organization	2	9	11
5) Represents the **Broad Interest of the Community**	13	0	13
Other			2
Answered Question			15
Skipped Question			0

Advice Received from Local Expert Advisors

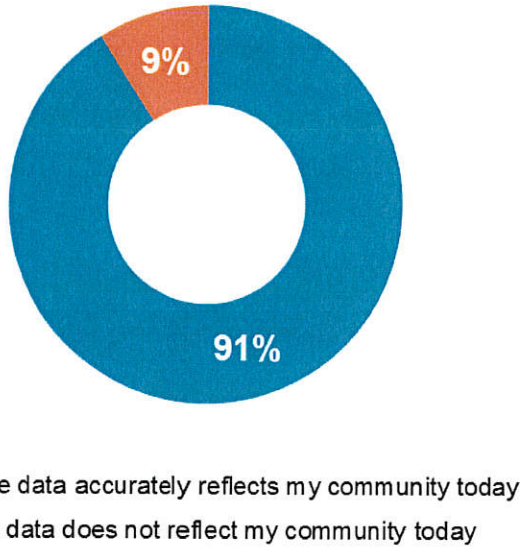
Question: Do you agree with the comparison of San Bernardino County to all other California counties?



Comments:

- *Violent crime and air pollution are incorrect statistics for our population, but I believe that a majority of the statistics are relevant to Big Bear Valley.*
- *Severe housing problems include lack of workforce housing and of full-time rentals. 27% seems very low.*
- *Children in poverty is much higher...70%+ of our kids are on free and reduced school lunch program. Mental Health provider to patient ratio is low. (There are more clients than providers)*
- *Our community is not typical of San Bernardino County so I am not sure how this data sheds light on big bear.*
- *I think that adult smoking, obesity, drinking - all seem higher than the percentages shown above. I also think that the ratio for population: PCP ratio is not that drastic. Also, the ratio for population: Mental Health Provider seems not high enough. There are far less mental health providers in our community than PCPs....these two don't seem right to me.*
- *Our mountain community is not reflective of all of these characteristics. The physical environment and quality of life in the Big Bear Valley are very different and better than other parts of San Bernardino County. With respect to other issues, we have many of the same problems and issues, especially with respect to access to health care, poverty, single parent households, etc.*

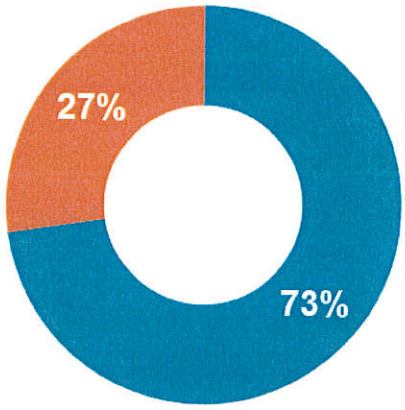
Question: Do you agree with the demographics and common health behaviors of BVCHD Service Area and San Bernardino County?



Comments:

- *OB/GYN services are definitely a need in our community*
- *I can't be certain, but it seems to be what I would expect.*
- *I am not sure the percentage of white to Hispanic population is correct. I would suspect the Hispanic population is actually larger than 23.5%. As to the other statistics they look about right.*

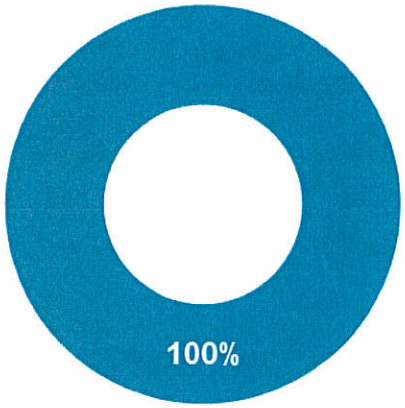
Question: Do you agree with the overall social vulnerability index for San Bernardino County?



Comments:

- *The rural nature of the valley makes up far more vulnerable than this reflects*
- *I can't properly decipher the maps*
- *I don't believe the statistics accurately reflect our community's vulnerability, especially as it relates to our ability to deal with disasters such as wildfires, earthquakes, floods, etc. The community is very isolated and only has 3 ways in and out. All 3 ways are sometimes compromised, and we are at least 45 minutes from any outside help. I don't think second to the lowest adequately accounts for our level of isolation and the threats that the community faces*

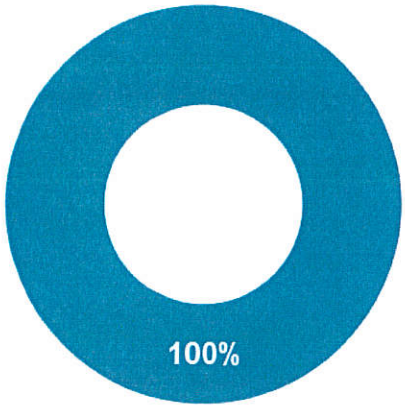
Question: Do you agree with the national rankings and leading causes of death?



Comments:

- *From my observation this looks to be fairly accurate*

Question: Do you agree with the health trends in San Bernardino County?



Comments:

- *N/A*

Appendix C – National Healthcare Quality and Disparities Report

The National Healthcare Quality and Disparities Reports (QDR; annual reports to Congress mandated in the Healthcare Research and Quality Act of 1999 (P.L. 106-129)) are based on more than 300 healthcare process, outcome, and access measures, covering a wide variety of conditions and settings. Data years vary across measures; most trend analyses include data points from 2000-2002 to 2012-2015. An exception is rates of uninsured, which we are able to track through 2017. The reports are produced with the support of an HHS Interagency Work Group (IWG) and guided by input from AHRQ's National Advisory Council and the Institute of Medicine (IOM), now known as the Health and Medicine Division of the National Academies of Sciences, Medicine, and Engineering.

For the 15th year in a row, the Agency for Healthcare Research and Quality (AHRQ) has reported on progress and opportunities for improving healthcare quality and reducing healthcare disparities. As mandated by the U.S. Congress, the report focuses on "national trends in the quality of health care provided to the American people" (42 U.S.C. 299b-2(b)(2)) and "prevailing disparities in health care delivery as it relates to racial factors and socioeconomic factors in priority populations" (42 U.S.C. 299a-1(a)(6)).

The 2017 report and chartbooks are organized around the concepts of access to care, quality of care, disparities in care, and six priority areas—including patient safety, person-centered care, care coordination, effective treatment, healthy living, and care affordability. Summaries of the status of access, quality, and disparities can be found in the report.

The report presents information on trends, disparities, and changes in disparities over time, as well as federal initiatives to improve quality and reduce disparities. It includes the following:

- **Overview of Quality and Access in the U.S. Healthcare System** that describes the healthcare systems, encounters, and workers; disease burden; and healthcare costs.
- **Variation in Health Care Quality and Disparities** that presents state differences in quality and disparities.
- **Access and Disparities in Access to Healthcare** that tracks progress on making healthcare available to all Americans.
- **Trends in Quality of Healthcare** that tracks progress on ensuring that all Americans receive appropriate services.
- **Trends in Disparities** that tracks progress in closing the gap between minority racial and ethnic groups and Whites, as well as income and geographic location gaps (e.g., rural/suburban disparities).
- **Looking Forward** that summarizes future directions for healthcare quality initiatives.

Key Findings

Access: An estimated 43% of access measures showed improvement (2000-2016), 43% did not show improvement, and 14% showed worsening. For example, from 2000 to 2017, there were significant gains in the percentage of people who reported having health insurance.

Quality: Quality of healthcare improved overall from 2000 through 2014-2015, but the pace of improvement varied by priority area:

- Person-Centered Care: Almost 70% of person-centered care measures were improving overall.
- Patient Safety: More than two-thirds of patient safety measures were improving overall.
- Healthy Living: More than half of healthy living measures were improving overall.
- Effective Treatment: More than half of effective treatment measures were improving overall.
- Care Coordination: Half of care coordination measures were improving overall.
- Care Affordability: Eighty percent of care affordability measures *did not* change overall.

Disparities: Overall, some disparities were getting smaller from 2000 through 2014-2015; but disparities persist, especially for poor and uninsured populations in all priority areas.

Trends

- Trends show that about 55% percent of quality measures are improving overall for Blacks.[11] However, most recent data in 2014-2015 show that about 40% of quality measures were worse for Blacks compared with Whites.
- Trends show that about 60% of quality measures are improving overall for Asians. However, most recent data in 2014-2015 show that 20% of quality measures were worse for Asians compared with Whites.
- Trends show that almost 35% of quality measures are improving overall for American Indians/Alaska Natives (AI/ANs). However, most recent data in 2014-2015 show that about 30% of quality measures were worse for AI/ANs compared with Whites.
- Trends show that approximately 25% of quality measures are improving overall for Native Hawaiians/Pacific Islanders (NHPIs). However, most recent data in 2014-2015 show that nearly 33% of quality measures were worse for NHPIs compared with Whites.
- Trends show that about 60% of quality measures are improving overall for Hispanics, but in 2014-2015, nearly 33% of quality measures were worse for Hispanics compared with non-Hispanic Whites.
- Variation in care persisted across the urban-rural continuum in 2014-2016, especially in access to care and care coordination.

Looking Forward

The National Healthcare Quality and Disparities Report (QDR) continues to track the nation's performance on healthcare access, quality, and disparities. The QDR data demonstrate significant progress in some areas and identify other areas that merit more attention where wide variations persist. The number of measures in each priority area varies, and some measures carry more significance than others as they affect more people or have more significant consequences. The summary charts are a way to quantify and illustrate progress toward achieving accessible, high-quality, and affordable care at the national level using available nationally representative data. The summary charts are accessible via the link below.

[11] Throughout this report and its appendixes, "Blacks" refers to Blacks or African Americans, and "Hispanics" refers to Hispanics or Latinos. More information is available in the Reporting Conventions section of the Introduction and Methods.

This report shows that while performance for most access measures did not change significantly over time (2000-2014), insurance coverage rates did improve (2000-2016). Quality of healthcare improved in most areas but some disparities persist, especially for poor and low-income households and those without health insurance.

U.S. Department of Health and Human Services (HHS) agencies are working on research and conducting programs in many of the priority areas—most notably opioid misuse, patient safety, effective treatment, and health disparities.

Link to the full report:

https://www.ahrq.gov/sites/default/files/wysiwyg/research/findings/nhqrdr/2017qdr.pdf

Recommendation for Action

Date: November 7, 2019

To: Board of Directors

From: John Friel, CEO

Re: Travel Reimbursement for Board of Directors to Attend AHA Rural Healthcare Leadership Conference

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Recommendation:

Administration is asking the Board of Directors to approve the Reimbursement of travel expenses not to exceed $1,500.00 for all Board Members attending the AHA Rural Healthcare Leadership Conference

Discussion:

BVCHD District Bylaws require the full Board of Directors approve travel expense reimbursement for any Board Member (s) attending a conference.

Recommendation for Action

Date: 04 November 2019

To: BVCHD Board

From: Garth M Hamblin, CFO

Subject: QHR Purchasing Review – Travel related expenses

Recommended Action

Approve up to $2,000 for travel of two from QHR to travel to BVCHD for Purchasing Department Review

Background

As we transition to a new Purchasing Coordinator, QHR can assist with training, understanding of Group Purchasing Organization, and conduct a Purchasing Department Review.

Board Report

November 2019

Managed Care Contract Review

The consultant is working with Garth to obtain data from the hospital and will be reviewing contracts to determine compliance with payment terms by the insurance companies.

Community Health Needs Assessment

The report has been sent to management.

Upcoming Education Events – November

Webinars (all times Central):

Regulatory Update: Survey of the Physical Environment
Friday, November 1, 2019 | 10:30 am - 11:30 am CST

Physician Practice: Strategies for Value-Based Reimbursement
Wednesday, November 6, 2019 | 10:30 am - 11:30 am CST

Board Leadership Series - November Webinar
Tuesday, November 12, 2019 | 12:00 pm - 1:00 pm CST

Workforce Efficiency - Team Approach to Labor Management
Friday, November 15, 2019 | 10:30 am - 11:30 am CST

Quality Update: Emergency Department Throughput: Striving for Successful Outcomes
Tuesday, November 19, 2019 | 10:30 am - 11:30 am CST

Classroom:

Physician Practice Management Boot Camp
November 12-13, 2019
Albuquerque, NM

Healthcare Compliance Professionals Conference
November 13-14, 2019
Brentwood, TN

Other

- Woody White is planning to attend the Board meeting.

Upcoming Projects

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

Completed Projects

BEAR VALLEY
COMMUNITY HEALTHCARE DISTRICT

CNO Monthly Report

TOPIC	UPDATE
1. Regulatory	▪ In contact with CDPH regarding Program Flex Requests. ▪ Continual Survey Readiness packet is available on the intranet and was distributed to staff.
2. Budget/Staffing	▪ Overtime and call offs are assessed each shift. ▪ Flexing of staff is done daily as warranted by census.
3. Departmental Reports	
▪ Emergency Department	▪ Telepsych implementation in process. Equipment has been set up, test call has been conducted. ▪ MERCY Air was on site to discuss educational opportunities for staff. ▪ ED Communication workgroup met to discuss beside shift report and post discharge follow up phone calls.
▪ Acute	▪ Swing Census currently at 1. ▪ Education provided at staff meeting regarding readmission tools and teach-back education methods. ▪ Swing rack card being developed in coordination with marketing.
▪ Skilled Nursing	▪ Candlelight dinner was held for residents and families. ▪ IDCP meeting discussion was held regarding marketing plan and opportunities for SNF unit.
▪ Surgical Services	▪ Orthopedic procedures are being done weekly. ▪ Ophthalmic procedures are being done monthly. ▪ General surgery procedures are being done monthly. ▪ OR staff is working on central sterile certifications. ▪ Working with Plant Maintenance on renovation planning. ▪ Staff attended training at Arthrex mobile training site for new scopes.
▪ Case Management	▪ DON and Eligibility Worker are working on referrals for SNF residents and Swing patients.

	▪ Case Management working on readmission tools, education packets and checklists. ▪ Attended HSAG readmissions workgroup.
▪ Respiratory Therapy	▪ RT is preparing for capital purchases: ventilator, & baby warmer. ▪ New PD RT has started. ▪ Department being prepared for echocardiogram machine to be placed. ▪ Working on contract revision for Echocardiogram reads.
▪ Physical Therapy	▪ PT volumes at budget ▪ Open house was held for local providers and physician office staff to see PT and learn about services offered.
▪ Food and Nutritional Services	▪ Interim manager and Registered Dietician have been working on regulatory compliance, revision of processes, and staff morale. ▪ Objectives and priorities for interim assignment were reviewed and assessed with Certified Dietary Manager. ▪ Interim manager working with staff during huddles to review all changes and the stoplight report she is utilizing to track staff feedback and projects that are in process. ▪ Second round of interviews for permanent Registered Dietician are in process.
4. Infection Prevention	▪ Hand Hygiene monitoring continues, workgroup met to discuss strategies for encouraging hand hygiene. ▪ Infection Preventionist is rounding weekly to educate staff on hand hygiene and infection issues. ▪ "Variance Villa" was put together- staff able to visit the recovery room and discover "infection control nightmares." ▪ Infection Preventionist developed newsletter for staff to be educated on cleaning and infection control essentials for survey readiness. ▪ Official flu shot season starts 11/1/19. Employees were given flu shots, those that declined will be masking until at least 4/1/19.
5. Quality Improvement	▪ Patient and Family Advisory Committee was held- introductory meeting for second cohort. ▪ Re-admissions workgroup implementing plans to prevent 7 day readmissions for patients admitted for sepsis, CHF, COPD, and Pneumonia. ▪ SCORE survey department debriefs are complete. Managers are working on the action plans that were developed based on staff feedback during the debriefs. Action plans were reviewed at the October QI meeting.
6. Policy Updates	▪ Policies reviewed weekly by Policy and Procedure committee.

7. Safety & Products	▪ Workplace Violence training is being provided to all BVCHD staff. ▪ Workplace Violence reports are submitted to CalOSHA on an ongoing basis. ▪ Disaster coordinator attended CHA Disaster Conference. ▪ 2 HICS Manager Training sessions were held. ▪ BVCHD participated in the Great ShakeOut Earthquake Drill. ▪ Emergency Preparedness committee is planning for the Statewide Medical and Health Exercise.
8. Education	▪ BLS Classes scheduled monthly, ACLS & PALS scheduled quarterly ▪ Quarterly clinical skills day was held 10/16/19.
9. Information Items/Concerns	▪ Language interpretation (telephone and video) has been implemented. ▪ Attended HASC CNO meeting. ▪ Participated in HASC Workplace Violence Taskforce meeting.
Respectfully Submitted by: *Kerri Jex, CNO*	*Date: October 31st, 2019*

2019 Surgery Report

Oct-19		
Physician	**# of Cases**	**Procedures**
Pautz - DO	1	Repair Non-Union Clavicle
Pautz - DO	1	Excision Olecranon Bursa Right Elbow
Pautz - DO	1	Interpositional Arthroplasty Thumb
Kondal - MD	1	Excision Lipoma
Kondal - MD	1	Excision Ganglion Cyst
Tayani	4	Cataracts
Joson	1	Cataracts
Total	10	
Nov-19		
Physician	**# of Cases**	**Procedures**
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Critel - CRNA		
Critel - CRNA		
Critel - CRNA		
Critel - CRNA		
Critel - CRNA		
Critel - CRNA		
Tayani		
Total	0	
Dec-19		
Physician	**# of Cases**	**Procedures**
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Critel - CRNA		
Critel - CRNA		
Critel - CRNA		
Critel - CRNA		
Tayani		
Total	0	

Annual Total 140

BEAR VALLEY
COMMUNITY HEALTHCARE DISTRICT

CHIEF EXECUTIVE OFFICER REPORT

October 2019

CEO Information:

33rd AHA Rural Health Care Leadership Conference is scheduled for February 2 through February 5 in Phoenix, Arizona. If you would like to attend, please contact Administration.

Kerri Jex, Sherri Mursick and I attended a meeting with University California of Riverside Medical Center to discuss a potential business relationship offering Ob/GYN services at our Family Health Center. An additional meeting has been scheduled for an onsite visit at our facility in mid-December.

Assembly Bill 5 will be put into effect January 01, 2020; this bill is a new labor code that changes independent contractor to employee classification. Senior Administration is gathering additional information on the new bill and will keep the Board of Directors appraised.

Jackie VanBlaricum is the new CEO for Riverside Community Hospital. An introduction conference call took place with Jackie and me. A public relation event will take place in the early part of January 2020.

BVCHD had a booth in the Village for Halloween and handed out granola bars. We handed out over 1,100 granola bars. Staff participation was great.

The Foundation "Tree of Lights" is scheduled for Saturday, November 9th at 5:00 pm at the hospital front entrance.

A gas leak was detected off the main line next to the facilities building feeding the hospital boilers and kitchen on Monday, October 21. Gas was shut off to the hospital for approximately six hours while a resolution was chosen. A second gas source was identified and put into service providing gas to the boilers and kitchen. Hospital services were not impacted and there was no impact or interruption to patient care. The actual source of the leak was not identified until Tuesday, October 22. The decision was made to abandon the 45-year-old gas line affected and replace with new pipes. The project was monitored by South West Gas, City of Big Bear Lake, and CDPH was kept appraised of the incident and repairs. The cost of the repairs will be available at the Board Meeting.

Upcoming Events:

We will be celebrating Thanksgiving and November Birthdays on November 18 with a potluck. If you would like to bring a dish and join the festivities the attached flyer has the details. (Attachment)

BVCHD annual Christmas Party is scheduled for December 14, 2019 at the Convention Center. Additional information will be provided at a later date.

American Hospital Association™

(https://www.aha.org)

33RD ANNUAL AHA RURAL HEALTH CARE | LEADERSHIP CONFERENCE

(/)

Search...

Search this site Search all of AHA

Schedule

Sunday | Monday | Tuesday | Wednesday

Sunday, February 2, 2020

12:00 - 5:00 pm

Registration

2:00 - 3:30 pm

Workshops (/program/pre-conference-workshops)

Monday, February 3, 2020

7:00 - 8:00 am

Registration & Continental Breakfast

8:00 - 8:45 am

Conference Welcome & Presentation of the 2019 AHA Rural Hospital Leadership Award

Melinda Estes, MD, President and CEO, Saint Luke's Health System and Chair-Elect of the AHA Board of Trustees

8:45 - 9:45 am

Keynote (/program/keynote-sessions)

10:00 - 11:00 am

Affordability & Value Slam (/program/keynote-sessions)

11:15 am - 12:30 pm

Strategy Sessions (/program/strategy-sessions)

Governance Track (/program/governance-programming)

12:30 - 2:00 pm

Lunch with Roundtable Discussions (/program/special-events#hot)

2:00 - 3:15 pm

Keynote (/program/keynote-sessions)

3:30 - 4:45 pm

Strategy Sessions (/program/strategy-sessions)

Governance Track (/program/governance-programming)

5:30 - 7:00 pm

Networking Reception

Tuesday, February 4, 2020

7:00 - 7:50 am

Registration & Continental Breakfast

7:00 - 7:50 am

Sunrise Sessions (/program/sunrise-sessions)

8:00 - 9:30 am

Keynote (/program/keynote-sessions)

9:45 - 11:00 am

Strategy Sessions (/program/strategy-sessions#tuesday)

Governance Track (/program/governance-programming)

11:15 am - 12:30 pm

Strategy Sessions (/program/strategy-sessions#tuesday)

Governance Track (/program/governance-programming)

12:30 - 1:30 pm

Lunch with Topical Networking Tables

1:30 - 2:45 pm

Keynote (/program/keynote-sessions)

3:00 - 4:00 pm

Business Briefing (/program/special-events#usda)

3:30 - 7:00 pm

Optional Recreational Activities: Desert Hike or Shopping (/program/special-events#shop)

Wednesday, February 5, 2020

7:00 - 8:45 am

Continental Breakfast

7:30 - 8:45 am

Strategy Sessions (/program/strategy-sessions#wednesday)

Governance Track (/program/governance-programming)

9:00 - 10:15 am

Strategy Sessions (/program/strategy-sessions#wednesday)

Governance Track (/program/governance-programming)

10:30 - 11:30 am

Closing Keynote (/program/keynote-sessions)

(/)

Thanksgiving
Potluck

Come
Join Us
For Fun
Celebrations
&
Wonderful Treats!

If anyone would like to bring food
For our Potluck please share
Your wonderful yummy recipes
For everyone to enjoy!

November 18, 2019

Potluck

Drop off
Main Conference Room
10:00 am - 12:00 pm

Feast and
Birthday Celebration
12:00 pm - 2:00 pm

Sign-up Sheet
In
Human Resources

November
Birthday
Celebration!

Happy
Birthday!

Sheila Thomas	11/1
Ediberto Guzman	11/3
Lass Nielsen	11/5
Hugh Anderson	11/7
Saurav Atthi	11/8
Carlos Diaz-Lopez	11/9
Nancy Faraci	11/10
Shirley Minjarez	11/11
Michelle Valenzuela	11/12
Victoria Shively	11/15
Jacob Phillips	11/15
Shelly Egerer	11/19
Garth Hamblin	11/19
Heidi Nielsen	11/20
Olivia Rodriguez	11/21
Sara Cloutier	11/22
Kylie Buchheit	11/24
Diana Lopez-Acosta	11/28
Josef Zerr	11/30

November 18, 2019

1:00 pm

Main Conference Room

Quorum Board Minutes

Addressing Changes in the Healthcare Landscape

Aging Rural America

October 2019

Rural hospitals have long been working to improve access to high-quality care for these vulnerable areas with a higher prevalence of chronic illnesses and behavioral health issues, including depression and suicide. According to recent data from the CDC, Americans living in rural areas are more likely to die from five leading causes (heart disease, cancer, unintentional injuries, chronic lower respiratory disease, and stroke) than those living in urban regions.

Not only do those living in rural areas tend to be sicker, but they are also older, have higher rates of smoking, and are more likely to be covered under Medicare and Medicaid instead of commercial health insurance plans.

This month's issue of Board Minutes looks at the latest studies on aging in rural America, as well as innovative collaborations designed to close gaps in care and improve the quality of life for the older neighbors, family, and friends in your area.

Aging Populations

Longer life spans and aging baby boomers have doubled the U.S. population and nearly one in four Americans in rural areas are age 65 years or older. By 2030, older adults will account for roughly 20% of the U.S. population, according to the Centers for Disease Control and Prevention (CDC).

Before the President's announcement, the Centers for Medicare and Medicaid (CMS) had also implemented provisions of the SUPPORT Act of 2018 (also known as substance-abuse disorder prevention). The provisions of this federal law have resulted in new covered and payable benefits for patients with OUDs. We anticipate other payors, including state Medicaid programs, to follow and expand coverage and payment for the Opioid Use Disorders.

Associated Behavioral Health Challenges

As we look to provide wellness resources to the communities we serve, recent studies show that behavioral health risk factors increase as people age; particularly for those living in rural areas. Among the risk factors is suicidal behavior, from becoming a widow/widower, having other mental disorders, physical illness, or bereavement. Researcher Mark Sinyor identified three clusters among patients aged 80 and older who died by suicide: the first cluster included married or widowed patients, the second was composed of individuals who were living alone or socially isolated, and the third one included people suffering from dementia or depression.

Innovative Approaches

Recognizing these challenges brings us one step closer to providing the solutions older Americans need. Through innovative partnerships, and thoughtful strategy, here are a couple of examples of how hospitals like yours are addressing the isolation and health risks associated with an aging population.

Collaborations

You may have heard how Uber and Lyft have stepped into the health care world by offering non-emergency medical transportation. In 2016, CareMore Health launched a pilot program with Lyft to get the Medicare population to necessary appointments and more. As a result of this effort, early data suggests better outcomes at lower costs: patients experienced 42% fewer hospital admissions than the national average, an amputation rate among diabetic patients that is 60% lower than the national average, and a 4% pressure ulcer rate in institutionalized patients compared with a 13% rate for the entire state of California.

Wellness-Focused

Modern Healthcare covered a story about Cheyenne Regional Medical Center in Wyoming, which received a three-year $14.2 million grant from CMS Innovation to develop a statewide population health management model. The hospital expanded its telehealth offerings, and as part of its community outreach efforts, it created the Transitions Across Community Teams (TACT); which represent nurses coordinating care for high-risk patients age 55 and older to help them better manage their chronic conditions. Nurses on TACT follow up with patients after they have been discharged from the hospital or after an outpatient visit by providing up to two home visits, followed by 90 days of regular wellness checks.

The hospital's holistic approach to providing care helped patients get to their medical appointments and, with the help of the county food bank, ensure they had enough food at home.

Taking Action

As you focus on helping your neighbors live their healthiest lives, talk to your CEO and leadership team about innovative ways you can partner with others in the community to reach this vulnerable population.

Read More on this Topic :

https://www.modernhealthcare.com/indepth/rural-providers-struggle-population-health-management/

https://www.cdc.gov/media/releases/2017/p0112-rural-death-risk.html

https://www.ohsu.edu/sites/default/files/2019-05/2019%20Forum%20Depression%20Suicide%20Aging%20in%20Rural%20Communities%20ARBORE.pdf

http://www.tivityhealth.com/connectivity-summit/2019/wp-content/uploads/2019/08/TH9390BOOKLET0819_12ONLINE.pdf

https://onlinelibrary.wiley.com/doi/abs/10.1002/gps.4286

BEAR VALLEY
COMMUNITY HEALTHCARE DISTRICT

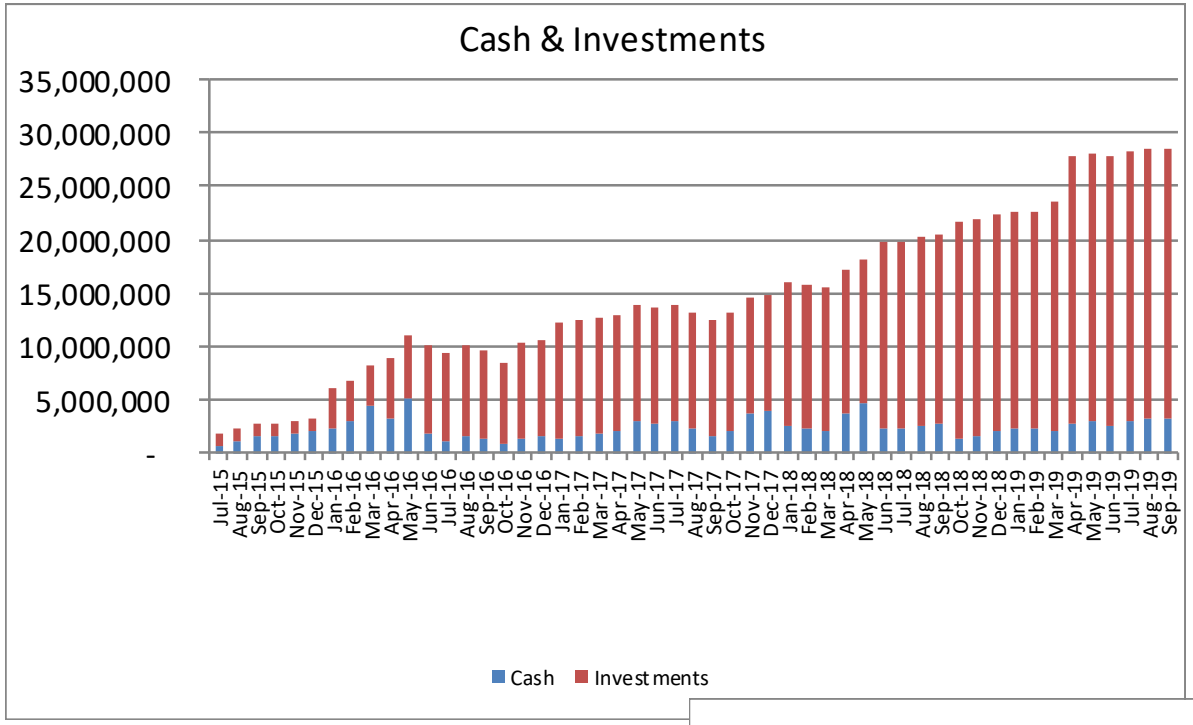
Finance Report

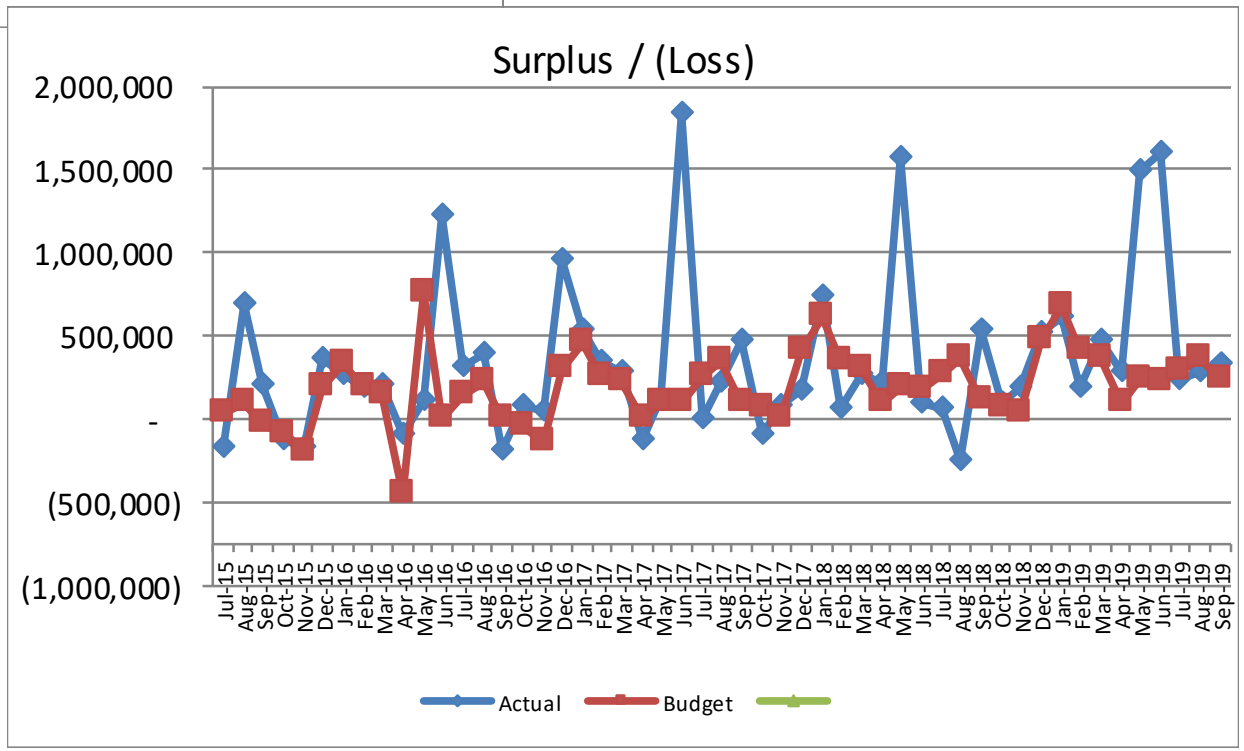
September 2019 Results

Summary for September 2019

- Cash on hand $ 3,141,519
  Investments $25,454,833
- Days Cash on hand, including investments with LAIF – 418
- Surplus of $337,660 for the month was over budget by $98,788
- Total Patient Revenue was over Budget by 6.7% for the month
- Net Patient Revenue was 17.4% over budget.
- Total Expenses were 8.5% higher than budget

BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT





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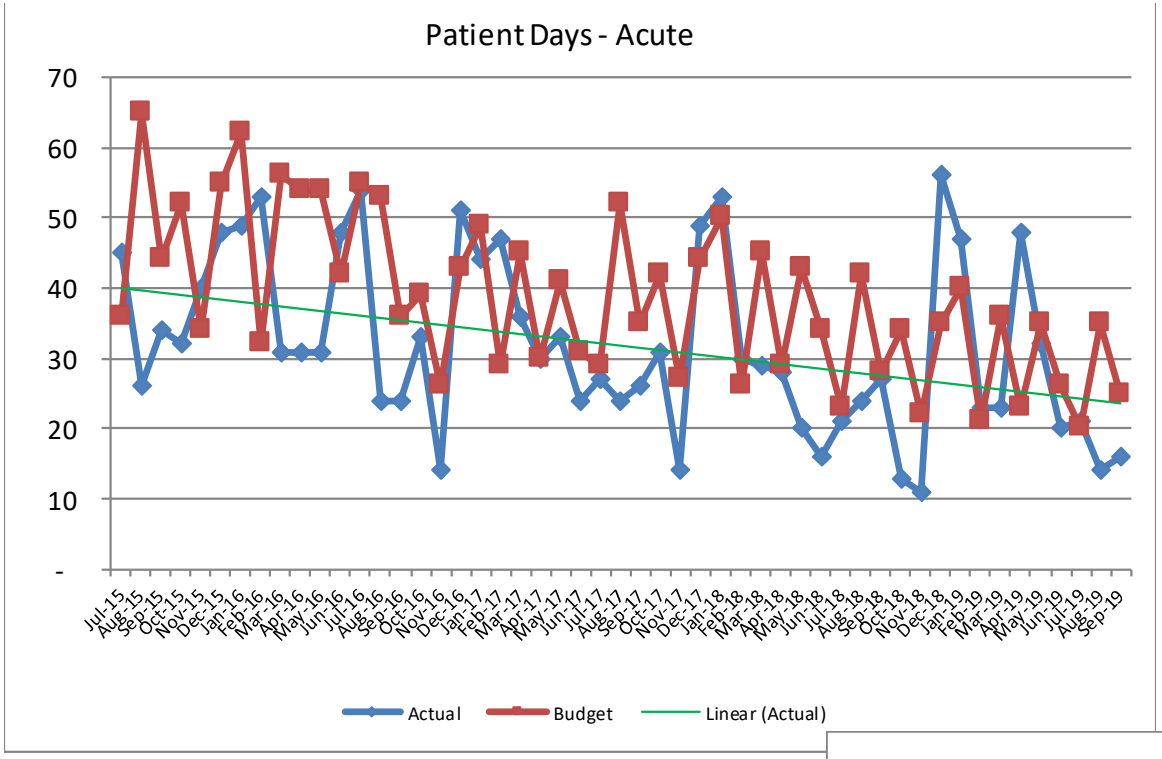
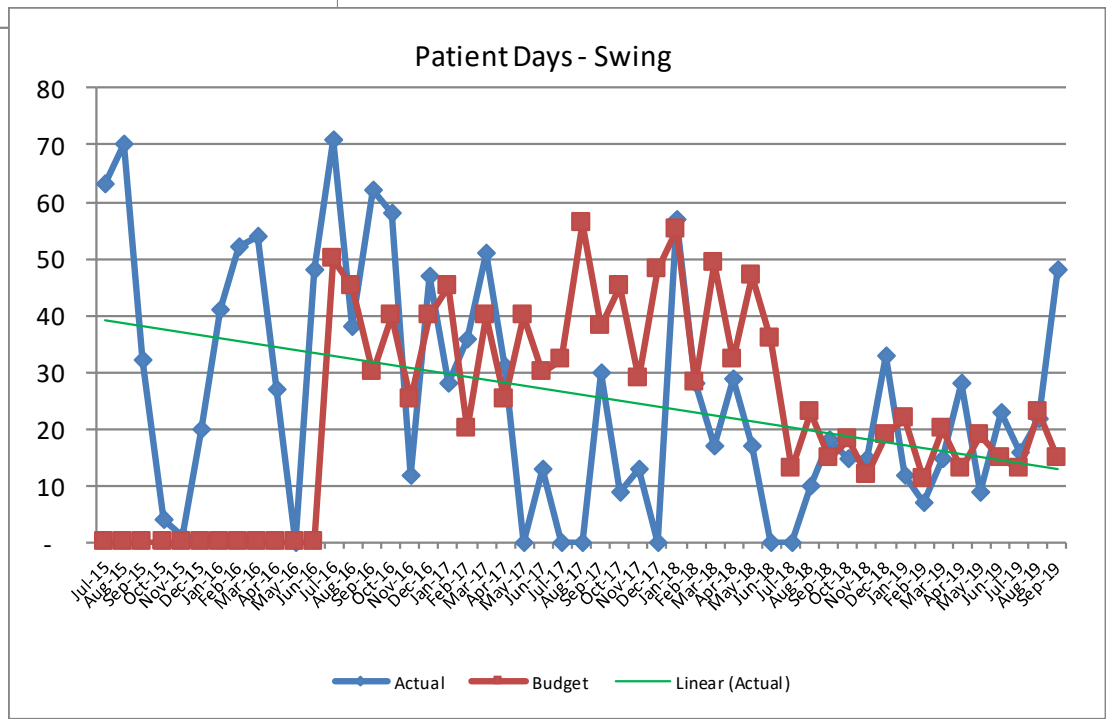
COMMUNITY HEALTHCARE DISTRICT





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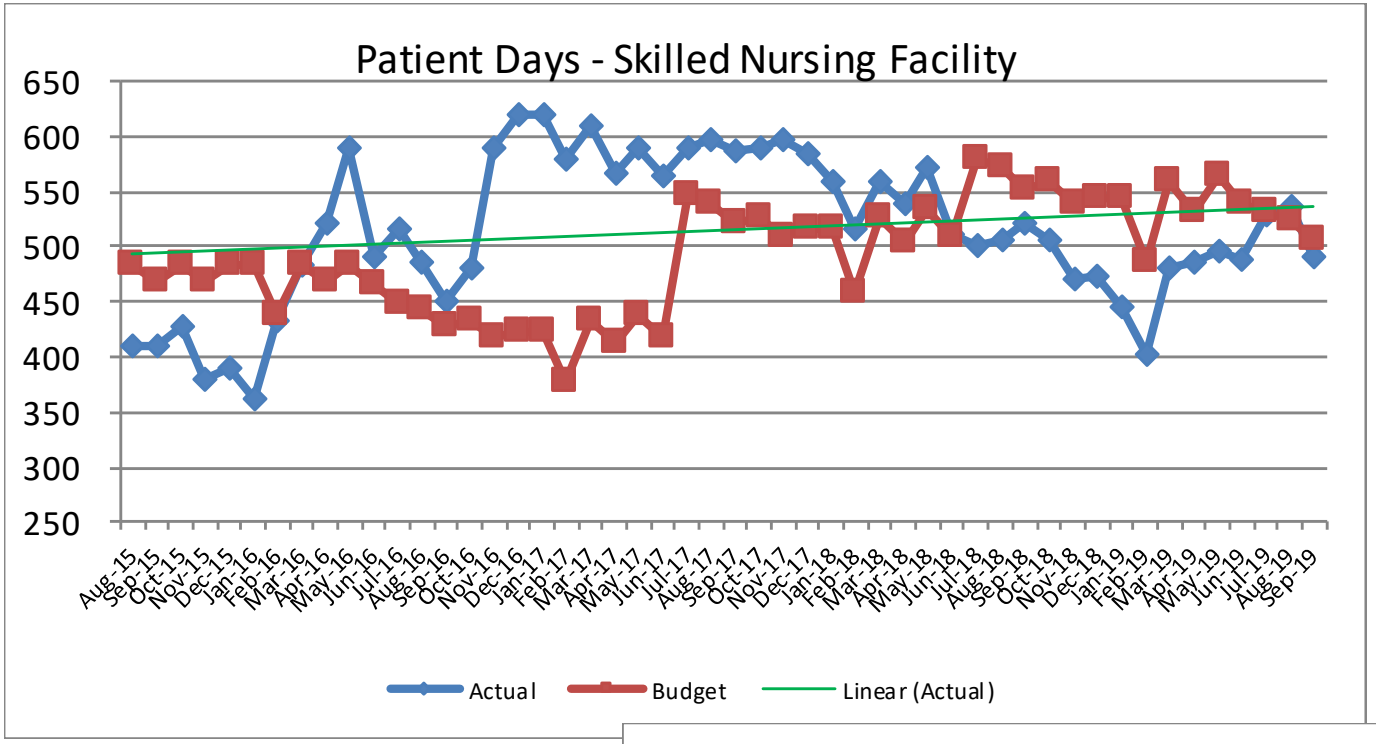

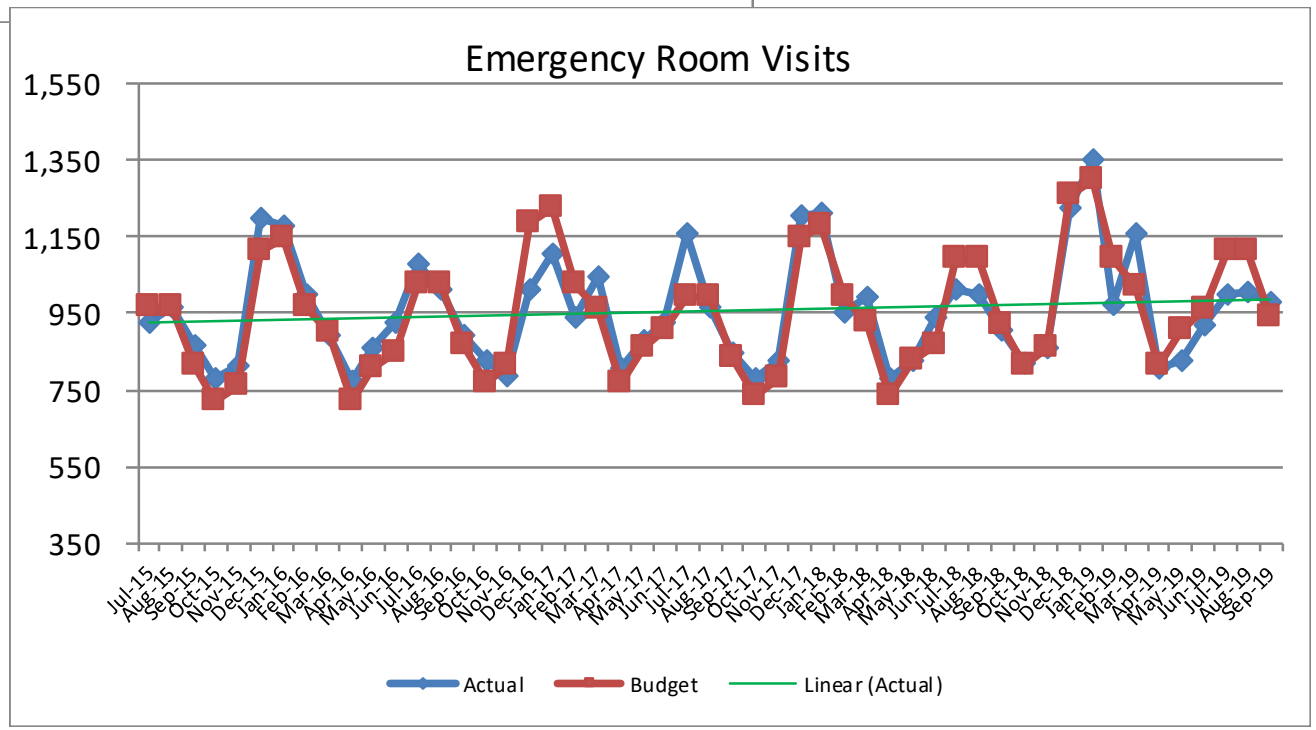

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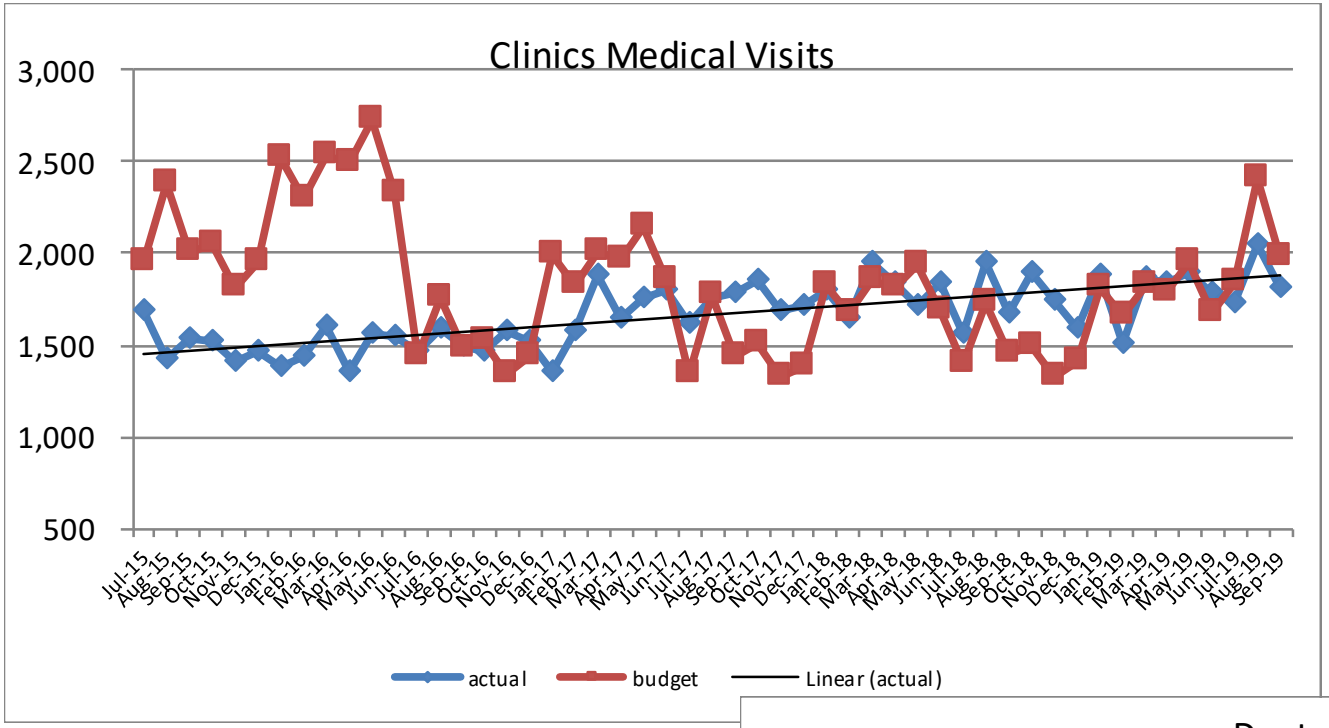

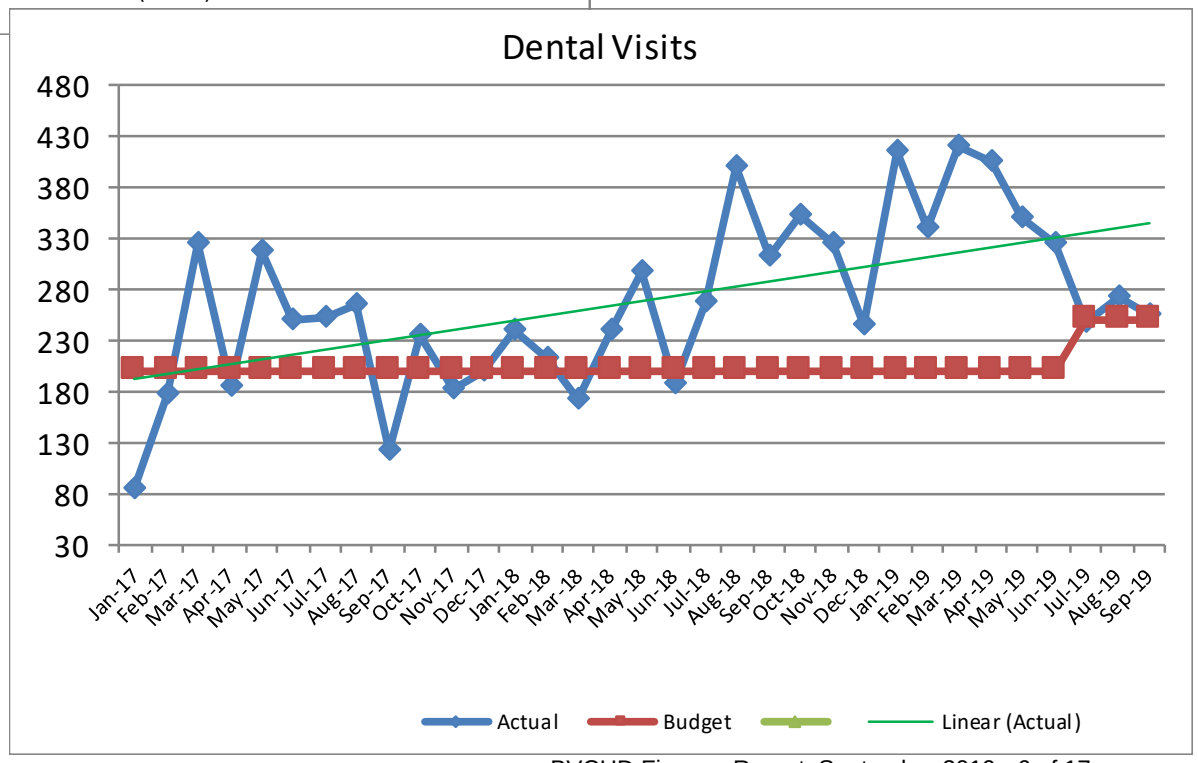

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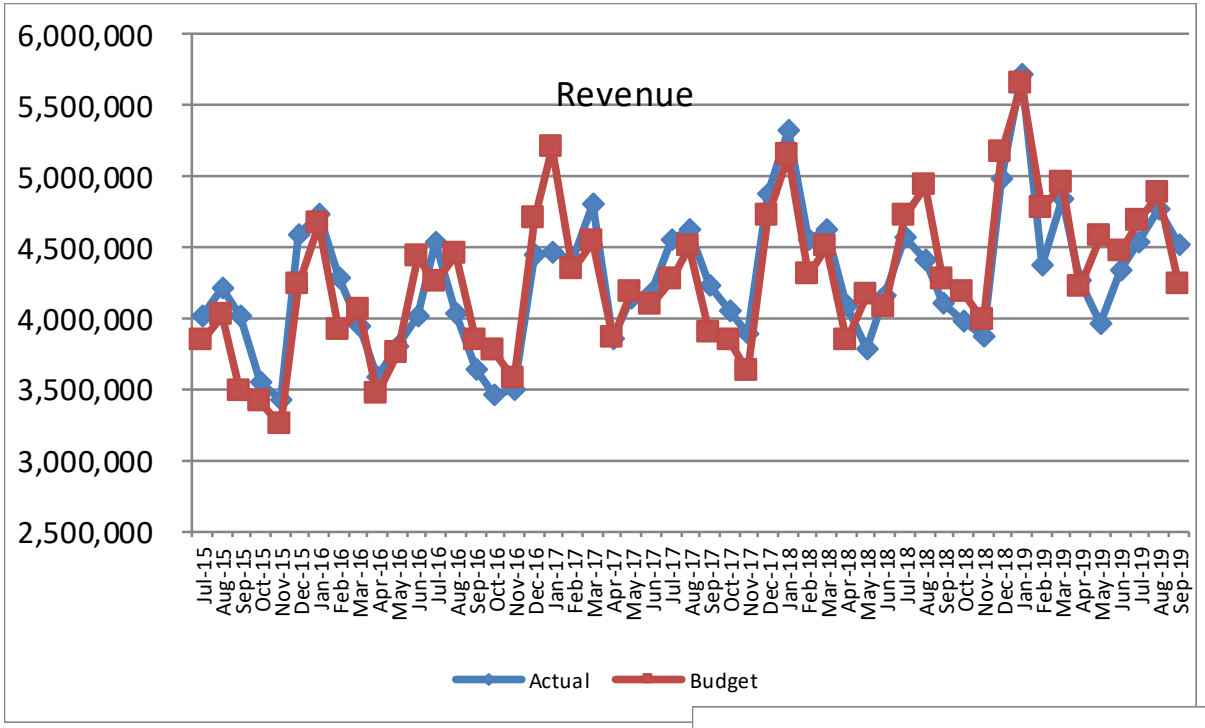

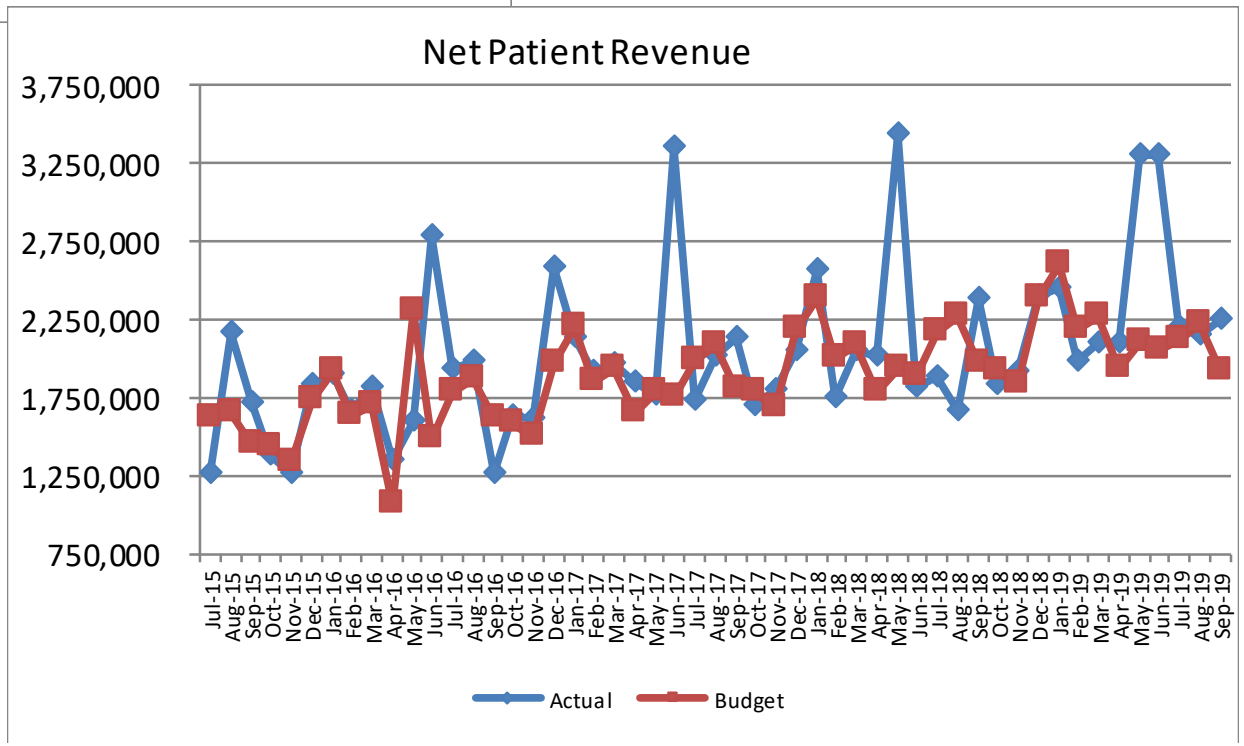

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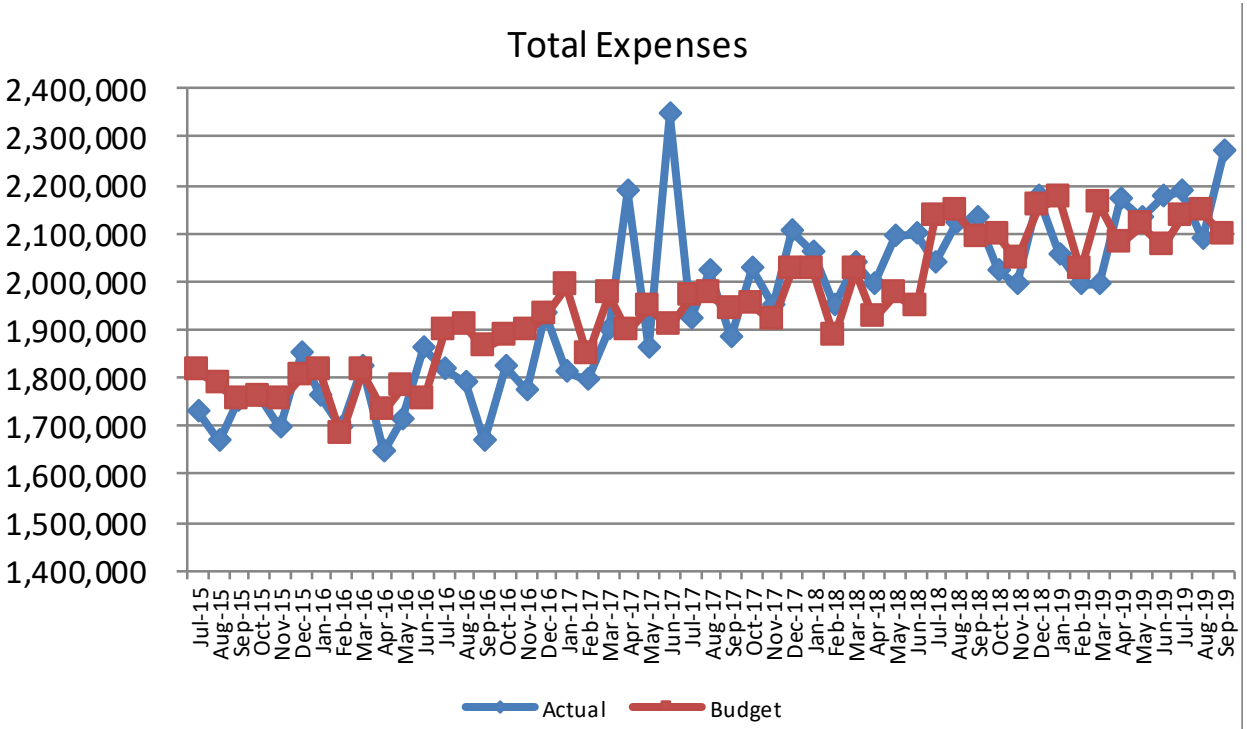

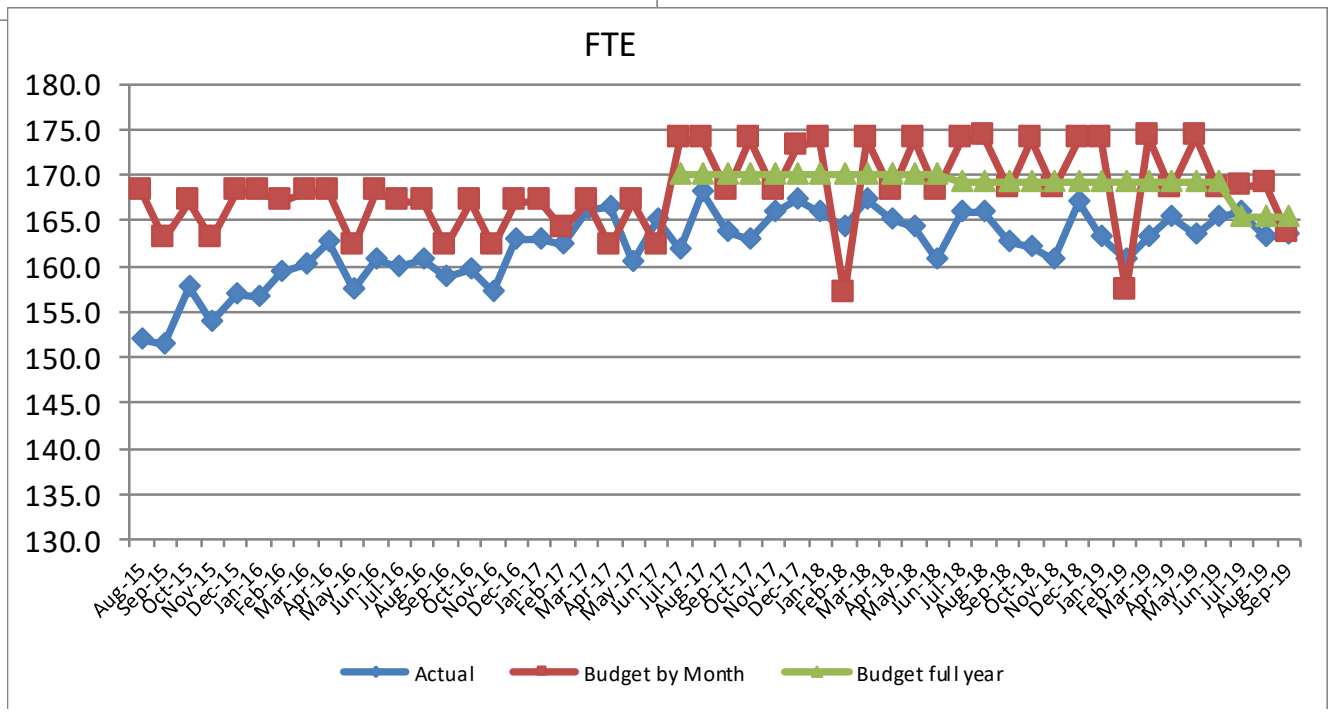

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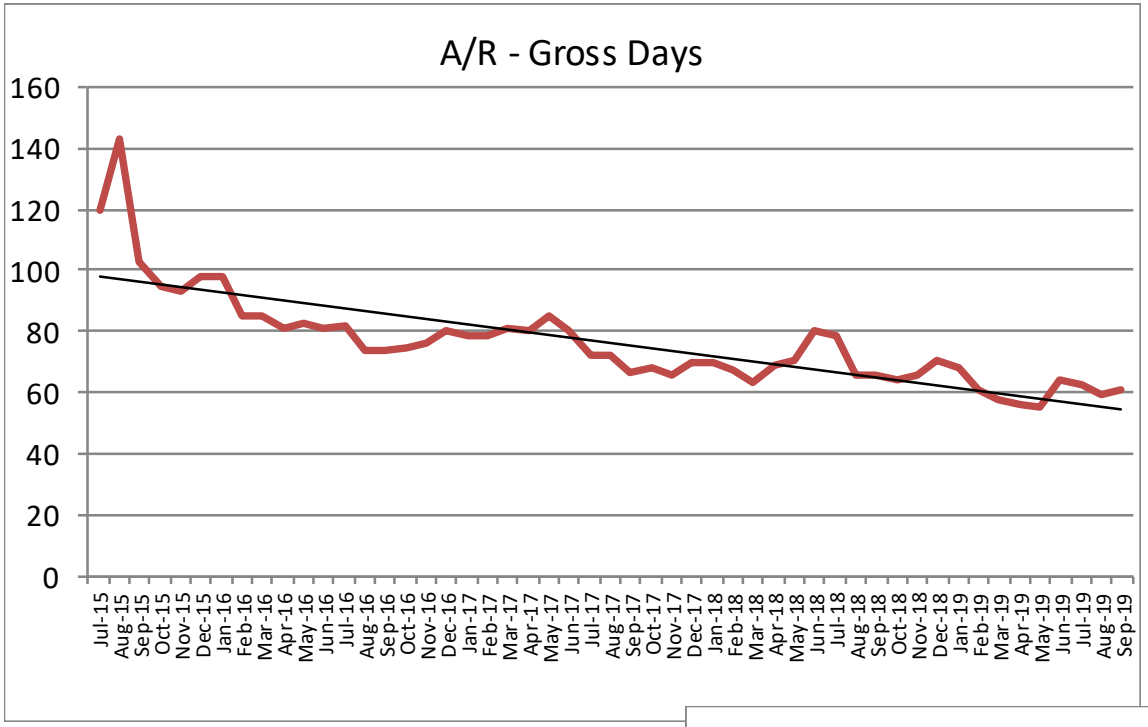
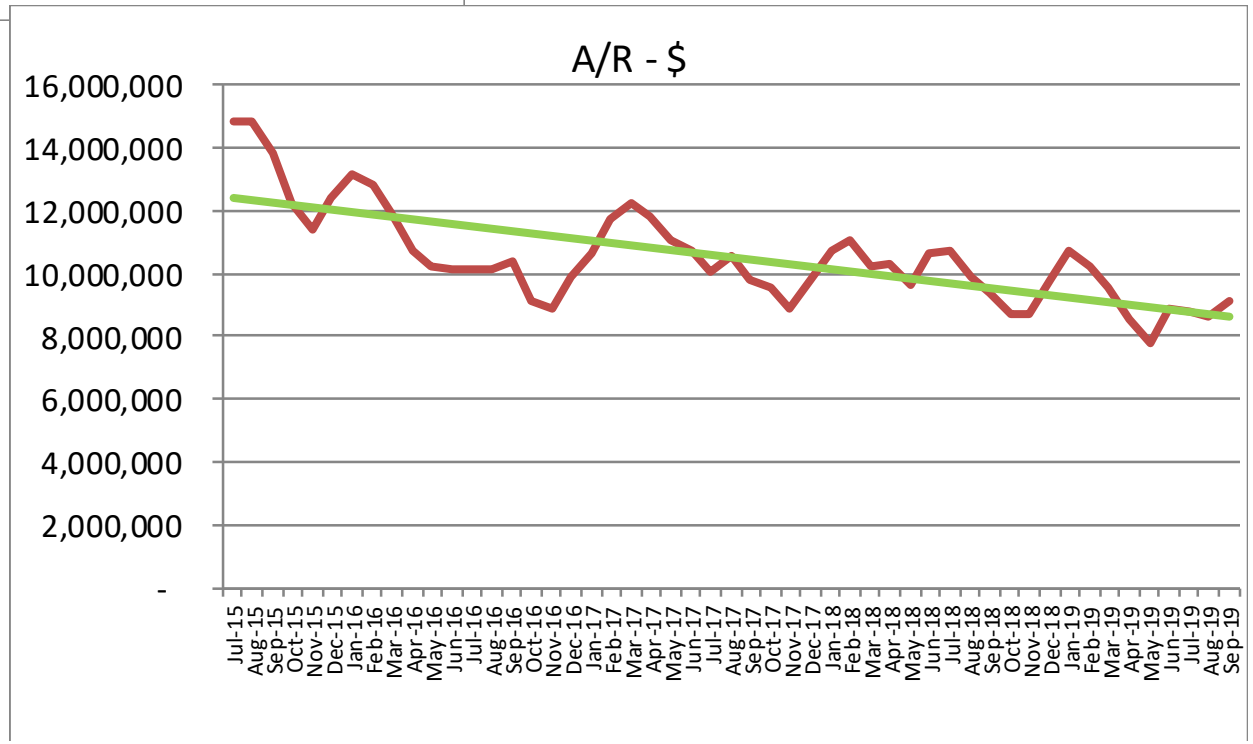




BEAR VALLEY
COMMUNITY HEALTHCARE DISTRICT

September 2019 Financial Results

For the month . . .

Total Patient Revenue for September 2019 was $4,510,568 - this was $283,160 or 6.7% more than budget. Emergency Room revenue was 10.7% more than budget. Outpatient revenue was 3.7% more than budget. Other categories of revenue (Inpatient, Clinic, and Skilled Nursing Facility) were lower than budget.

Revenue deductions of $2,258,799 were lower than budget by 2.2%.

Total Operating Revenue of $2,251,769 was $250,329 or 12.5% more than budget.

Total Expenses of $2,269,473 were 8.5% higher than budget.

Our surplus for the month of September 2019 was $337,660. This was $98,788 higher than the budgeted amount for the month.

Our Operating Cash and Investments total $28,596,352 as of the end of month. Total days cash on hand as of the end of September 2019 are 418.

Key Statistics

Acute patient days of 16 were less than the budgeted number of 25. Swing days of 48 were more than 3 times the budgeted number. Skilled Nursing Facility days of 491 were 3% lower than budget – our Average Daily Census was 16.4. ER Visits of 977 were 4.0% more than budget. Clinics Medical visits were under budget. Dental visits were 2.4% more than budget.

FTE were under budget for the month.

Year To Date - Through the first 3 months of our Fiscal Year

Total Patient Revenue is 0.2% higher than budget
Total Operating Revenue is 1.7% higher than budget
Total Operating Expenses are 2.7% more than budget
Our Surplus of $876,181 is $11,836 under budget, but $521,179 more than the first 3 months of last year

Bear Valley Community Healthcare District
Financial Statements September, 2019

Financial Highlights—Hospital

STATEMENT OF OPERATIONS

		A	B	C	D	E	F	G	H	I	J
		Current Month					Year-to-Date				
		FY 17/18	FY 18/19		VARIANCE		FY 17/18	FY 18/19		VARIANCE	
		Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
1	Total patient revenue	4,111,836	4,510,568	4,227,408	283,160	6.7%	13,090,002	13,809,372	13,785,184	24,188	0.2%
2	Total revenue deductions	1,716,760	2,258,799	2,309,579	(50,780)	-2.2%	7,139,981	7,200,344	7,518,821	(318,477)	-4.2%
3	% Deductions	42%	50%	55%			55%	52%	55%		
4	Net Patient Revenue	2,395,076	2,251,769	1,917,829	333,940	17.4%	5,950,020	6,609,028	6,266,363	342,665	5.5%
5	% Net to Gross	58%	50%	45%			45%	48%	45%		
6	Other Revenue	11,170	4,820	88,431	(83,611)	-94.5%	50,205	35,608	265,883	(230,275)	-86.6%
7	Total Operating Revenue	2,406,246	2,256,589	2,006,260	250,329	12.5%	6,000,226	6,644,636	6,532,246	112,390	1.7%
8	Total Expenses	2,133,270	2,269,473	2,092,585	176,888	8.5%	6,289,485	6,542,157	6,369,820	172,337	2.7%
9	% Expenses	52%	50%	50%			48%	47%	46%		
10	Surplus (Loss) from Operations	272,977	(12,884)	(86,325)	73,441	85.1%	(289,260)	102,479	162,426	(59,947)	36.9%
11	% Operating margin	7%	0%	-2%			-2%	1%	1%		
12	Total Non-operating	268,768	350,544	325,197	25,347	7.8%	644,262	773,702	725,591	48,111	6.6%
13	Surplus/(Loss)	541,745	337,660	238,872	98,788	-41.4%	355,002	876,181	888,017	(11,836)	1.3%
14	% Total margin	13%	7%	6%			3%	6%	6%		

BALANCE SHEET

		A	B	C	D	E
		September	September	August		
		FY 17/18	FY 18/19	FY 18/19	VARIANCE	
					Amount	%
15	Gross Accounts Receivables	9,393,508	9,150,644	8,622,831	527,814	6.1%
16	Net Accounts Receivables	3,246,260	2,852,579	2,710,149	142,430	5.3%
17	% Net AR to Gross AR	35%	31%	31%		
18	Days Gross AR	66.0	61.0	59.6	1.4	2.3%
19	Cash Collections	2,183,830	1,916,174	1,996,983	(80,809)	-4.0%
20	Settlements/IGT Transactions	-	21,168	21,168	-	0.0%
21	Investments	17,760,225	25,454,833	25,298,992	155,841	0.6%
22	Cash on hand	2,710,313	3,141,519	3,178,068	(36,549)	-1.2%
23	Total Cash & Invest	20,470,538	28,596,352	28,477,060	119,292	0.4%
24	Days Cash & Invest	311	418	430	(12)	-2.7%
	Total Cash and Investments	20,470,538	28,596,352			
	Increase Current Year vs. Prior Year		8,125,814			

Bear Valley Community Healthcare District

Financial Statements September, 2019

Statement of Operations

		A	B	C	D	E	F	G	H	I	J
		Current Month					Year-to-Date				
		FY 17/18	FY 18/19		VARIANCE		FY 17/18	FY 18/19		VARIANCE	
		Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
	Gross Patient Revenue										
1	Inpatient	132,469	117,618	118,616	(997)	-0.8%	328,253	359,678	385,223	(25,545)	-6.6%
2	Outpatient	846,425	883,248	851,857	31,391	3.7%	2,750,541	2,629,711	2,697,548	(67,837)	-2.5%
3	Clinic Revenue	359,375	386,658	413,335	(26,677)	-6.5%	1,124,736	1,170,049	1,294,107	(124,059)	-9.6%
4	Emergency Room	2,533,903	2,904,860	2,623,900	280,961	10.7%	8,194,614	8,959,337	8,734,558	224,779	2.6%
5	Skilled Nursing Facility	239,665	218,184	219,701	(1,517)	-0.7%	691,857	690,599	673,749	16,850	2.5%
6	**Total patient revenue**	**4,111,836**	**4,510,568**	**4,227,408**	**283,160**	**6.7%**	**13,090,002**	**13,809,372**	**13,785,184**	**24,188**	**0.2%**
	Revenue Deductions										
7	Contractual Allow	2,039,158	2,128,363	2,055,480	72,883	3.5%	6,712,861	6,700,576	6,690,224	10,352	0.2%
8	Contractual Allow PY	(700,000)	(150,000)	-	(150,000)	#DIV/0!	(699,938)	(400,040)	-	(400,040)	#DIV/0!
9	Charity Care	28,015	2,177	11,356	(9,179)	-80.8%	43,358	33,984	37,032	(3,048)	-8.2%
10	Administrative	6,849	5,344	13,838	(8,494)	-61.4%	10,473	14,121	45,125	(31,004)	-68.7%
11	Policy Discount	12,381	14,783	12,365	2,418	19.6%	41,986	42,507	40,322	2,185	5.4%
12	Employee Discount	6,356	1,620	5,170	(3,550)	-68.7%	24,338	13,340	16,859	(3,519)	-20.9%
13	Bad Debts	169,560	203,254	211,370	(8,116)	-3.8%	571,562	626,883	689,259	(62,376)	-9.0%
14	Denials	177,395	53,258	-	53,258	#DIV/0!	435,342	168,973	-	168,973	#DIV/0!
15	**Total revenue deductions**	**1,716,760**	**2,258,799**	**2,309,579**	**(50,780)**	**-2.2%**	**7,139,981**	**7,200,344**	**7,518,821**	**(318,477)**	**-4.2%**
16	**Net Patient Revenue**	**2,395,076**	**2,251,769**	**1,917,829**	**333,940**	**17.4%**	**5,950,020**	**6,609,028**	**6,266,363**	**342,665**	**5.5%**
	gross revenue including Prior Year	40.2%	40.2%		40.2%		40.2%	447.4%	447.4%	0.0%	
	Contractual Allowances as a percent to gross revenue WO PY and Other CA	39.2%	39.2%		39.2%		39.2%	437.2%	437.2%	0.0%	
17	**Other Revenue**	11,170	4,820	88,431	(83,611)	-94.5%	50,205	35,608	265,883	(230,275)	-86.6%
18	**Total Operating Revenue**	**2,406,246**	**2,256,589**	**2,006,260**	**250,329**	**12.5%**	**6,000,226**	**6,644,636**	**6,532,246**	**112,390**	**1.7%**
	Expenses										
19	Salaries	831,600	905,534	859,371	46,163	5.4%	2,608,131	2,736,214	2,635,787	100,427	3.8%
20	Employee Benefits	289,066	374,193	321,359	52,834	16.4%	885,635	974,281	964,378	9,903	1.0%
21	Registry	-	-	-	-	#DIV/0!	-	-	-	-	#DIV/0!
22	Salaries and Benefits	**1,120,666**	**1,279,728**	**1,180,730**	**98,998**	8.4%	**3,493,766**	**3,710,495**	**3,600,165**	**110,330**	**3.1%**
23	Professional fees	174,907	176,263	189,197	(12,934)	-6.8%	529,723	537,677	574,821	(37,145)	-6.5%
24	Supplies	136,991	158,949	138,459	20,490	14.8%	393,695	462,706	434,311	28,395	6.5%
25	Utilities	42,464	46,842	45,521	1,321	2.9%	133,135	139,817	137,245	2,572	1.9%
26	Repairs and Maintenance	32,405	29,812	47,457	(17,645)	-37.2%	72,891	98,030	142,969	(44,939)	-31.4%
27	Purchased Services	457,562	370,330	308,561	61,769	20.0%	1,156,350	992,345	931,974	60,371	6.5%
28	Insurance	28,258	31,548	30,917	631	2.0%	84,773	94,958	92,751	2,207	2.4%
29	Depreciation	76,489	83,739	78,725	5,014	6.4%	229,466	247,949	236,175	11,774	5.0%
30	Rental and Leases	11,219	12,918	12,370	548	4.4%	34,149	36,819	37,110	(291)	-0.8%
32	Dues and Subscriptions	5,879	5,785	6,488	(703)	-10.8%	19,862	18,361	19,464	(1,103)	-5.7%
33	Other Expense.	46,430	73,560	54,160	19,400	35.8%	141,677	203,001	162,835	40,166	24.7%
34	**Total Expenses**	**2,133,270**	**2,269,473**	**2,092,585**	**176,888**	**8.5%**	**6,289,485**	**6,542,157**	**6,369,820**	**172,337**	**2.7%**
35	**Surplus (Loss) from Operations**	**272,977**	**(12,884)**	**(86,325)**	**73,441**	**85.1%**	**(289,260)**	**102,479**	**162,426**	**(59,947)**	**36.9%**
36	**Non-Operating Income**										
37	Tax Revenue	184,244	201,917	201,917	-	0.0%	552,732	605,751	605,751	-	0.0%
38	Other non-operating	35	20	5,750	(5,730)	-99.7%	15,300	34,060	17,250	16,810	97.4%
	Interest Income	92,115	156,148	125,100	31,048	24.8%	99,116	156,734	125,300	31,434	25.1%
	Interest Expense	(7,626)	(7,541)	(7,570)	29	-0.4%	(22,886)	(22,842)	(22,710)	(132)	0.6%
	IGT Expense	-	-	-	-	#DIV/0!	-	-	-	-	#DIV/0!
39	**Total Non-operating**	**268,768**	**350,544**	**325,197**	**25,347**	**7.8%**	**644,262**	**773,702**	**725,591**	**48,111**	**6.6%**
40	**Surplus/(Loss)**	**541,745**	**337,660**	**238,872**	**98,788**	**-41.4%**	**355,002**	**876,181**	**888,017**	**(11,836)**	**1.3%**

Bear Valley Community Healthcare District
Financial Statements

Current Year Trending Statement of Operations

A Statement of Operations—CURRENT YEAR 2020

		1	2	3	4	5	6	7	8	9	10	11	12	
		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD
	Gross Patient Revenue													
1	Inpatient	132,376	109,683	117,618										359,678
2	Outpatient	852,704	893,759	883,248										2,629,711
3	Clinic	369,855	413,535	386,658										1,170,049
4	Emergency Room	2,937,844	3,116,633	2,904,860										8,959,337
5	Skilled Nursing Facility	234,536	237,879	218,184										690,599
6	**Total patient revenue**	**4,527,315**	**4,771,490**	**4,510,568**	-	-	-	-	-	-	-	-	-	**13,809,372**
	Revenue Deductions C/A	0.45	0.53	0.47	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.49
7	Contractual Allow	2,048,634	2,523,579	2,128,363										6,700,576
8	Contractual Allow PY	(100,000)	(150,040)	(150,000)										(400,040)
9	Charity Care	21,771	10,036	2,177										33,984
10	Administrative	9,113	(337)	5,344										14,121
11	Policy Discount	11,209	16,516	14,783										42,507
12	Employee Discount	7,850	3,870	1,620										13,340
13	Bad Debts	262,975	160,654	203,254										626,883
14	Denials	56,797	58,918	53,258										168,973
15	**Total revenue deductions**	**2,318,349**	**2,623,196**	**2,258,799**	-	-	-	-	-	-	-	-	-	**7,200,344**
		0.51	0.55	0.50	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
16	**Net Patient Revenue**	**2,208,966**	**2,148,293**	**2,251,769**	-	-	-	-	-	-	-	-	-	**6,609,028**
	net / tot pat rev	48.8%	45.0%	49.9%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	47.9%
17	**Other Revenue**	4,070	26,718	4,820										35,608
18	**Total Operating Revenue**	**2,213,036**	**2,175,012**	**2,256,589**	-	-	-	-	-	-	-	-	-	**6,644,636**
	Expenses													
19	Salaries	909,799	920,881	905,534										2,736,214
20	Employee Benefits	314,164	285,924	374,193										974,281
21	Registry	-	-	-										-
22	Salaries and Benefits	**1,223,962**	**1,206,805**	**1,279,728**	-	-	-	-	-	-	-	-	-	**3,710,495**
23	Professional fees	227,413	134,001	176,263										537,677
24	Supplies	157,037	146,720	158,949										462,706
25	Utilities	45,550	47,425	46,842										139,817
26	Repairs and Maintenance	38,865	29,353	29,812										98,030
27	Purchased Services	302,946	319,068	370,330										992,345
28	Insurance	32,000	31,410	31,548										94,958
29	Depreciation	82,105	82,105	83,739										247,949
30	Rental and Leases	12,010	11,891	12,918										36,819
32	Dues and Subscriptions	7,130	5,446	5,785										18,361
33	Other Expense.	56,525	72,916	73,560										203,001
34	**Total Expenses**	**2,185,543**	**2,087,141**	**2,269,473**	-	-	-	-	-	-	-	-	-	**6,542,157**
35	**Surplus (Loss) from Operations**	**27,492**	**87,870**	**(12,884)**	-	-	-	-	-	-	-	-	-	**102,479**
36	**Non-Operating Income**													
37	Tax Revenue	201,917	201,917	201,917										605,751
38	Other non-operating	25,040	9,000	20										34,060
	Interest Income	300	286	156,148										156,734
	Interest Expense	(7,711)	(7,590)	(7,541)										(22,842)
	IGT Expense	-	-	-	-									-
39	**Total Non-operating**	**219,546**	**203,612**	**350,544**	-	-	-	-	-	-	-	-	-	**773,702**
40	**Surplus/(Loss)**	**247,038**	**291,483**	**337,660**	-	-	-	-	-	-	-	-	-	**876,181**

2019-20 Actual BS

BALANCE SHEET Includes Final Entries 6-30-19	**July**	**Aug**	**Sept**	**PY June**
ASSETS:				
Current Assets				
Cash and Cash Equivalents (Includes CD's)	2,992,558	3,178,108	3,141,519	2,406,940
Gross Patient Accounts Receivable	8,667,951	8,621,871	9,149,724	8,792,362
Less: Reserves for Allowances & Bad Debt	5,919,643	5,911,721	6,297,145	5,906,428
Net Patient Accounts Receivable	2,748,308	2,710,149	2,852,579	2,885,934
Tax Revenue Receivable	2,423,000	2,423,000	2,423,000	46,556
Other Receivables	90,680	126,745	113,997	80,710
Inventories	130,378	130,687	123,077	136,982
Prepaid Expenses	420,319	422,235	425,830	406,467
Due From Third Party Payers	0	0		
Due From Affiliates/Related Organizations	0	0		
Other Current Assets	0	0		
Total Current Assets	8,805,242	8,990,924	9,080,003	5,963,589
Assets Whose Use is Limited				
Investments	25,298,992	25,298,992	25,454,833	25,298,992
Other Limited Use Assets	144,375	144,375	144,375	144,375
Total Limited Use Assets	25,443,367	25,443,367	25,599,208	25,443,367
Property, Plant, and Equipment				
Land and Land Improvements	570,615	570,615	570,615	570,615
Building and Building Improvements	10,063,006	10,087,902	10,105,802	10,063,006
Equipment	12,367,216	12,390,920	12,483,917	12,365,728
Construction In Progress	220,454	221,354	221,354	220,454
Capitalized Interest				
Gross Property, Plant, and Equipment	23,221,290	23,270,791	23,381,687	23,219,802
Less: Accumulated Depreciation	14,657,536	14,739,641	14,823,380	14,575,430
Net Property, Plant, and Equipment	8,563,754	8,531,150	8,558,308	8,644,372
TOTAL UNRESTRICTED ASSETS	42,812,363	42,965,441	43,237,518	40,051,328
Restricted Assets	0	0	0	0
TOTAL ASSETS	42,812,363	42,965,441	43,237,518	40,051,328

2019-20 Actual BS

BALANCE SHEET Includes Final Entries 6-30-19	July	Aug	Sept	PY June
LIABILITIES:				
Current Liabilities				
Accounts Payable	1,109,879	948,094	1,127,818	922,125
Notes and Loans Payable				
Accrued Payroll	814,113	894,578	1,021,042	733,342
Patient Refunds Payable				
Due to Third Party Payers (Settlements)	3,279,267	3,416,509	3,287,677	3,311,092
Advances From Third Party Payers				
Current Portion of Def Rev - Txs,	2,256,083	2,054,166	1,852,249	35,000
Current Portion - LT Debt	35,000	35,000	35,000	35,000
Current Portion of AB915				
Other Current Liabilities (Accrued Interest & Accrued Other)	15,339	22,930	30,471	7,689
Total Current Liabilities	7,509,682	7,371,277	7,354,257	5,044,247
Long Term Debt				
USDA Loan	2,860,000	2,860,000	2,860,000	2,860,000
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)	2,825,000	2,825,000	2,825,000	2,825,000
Other Long Term Liabilities				
Deferred Revenue	0	0	0	0
Other	0	0	0	
Total Other Long Term Liabilities	0	0	0	0
TOTAL LIABILITIES	10,334,682	10,196,277	10,179,257	7,869,248
Fund Balance				
Unrestricted Fund Balance	32,230,643	32,230,643	42,361,337	24,871,960
Temporarily Restricted Fund Balance	0	0		
Equity Transfer from FRHG	0	0		
Net Revenue/(Expenses)	247,038	538,521	876,181	7,310,120
TOTAL FUND BALANCE	32,477,681	32,769,164	43,237,518	32,182,080
TOTAL LIABILITIES & FUND BALANCE	42,812,363	42,965,441	53,416,776	40,051,328

Units of Service

For the period ending: September 30, 2019

30 92

Current Month						Bear Valley Community Hospital	Year-To-Date					
Sep-19		Sep-18	Actual -Budget		Act.-Act.		Sep-19		Sep-18	Actual -Budget		Act.-Act.
Actual	Budget	Actual	Variance	Var %	Var %		Actual	Budget	Actual	Variance	Var %	Var %
16	25	27	(9)	-36.0%	-40.7%	Med Surg Patient Days	86	80	72	6	7.5%	19.4%
48	15	18	33	220.0%	166.7%	Swing Patient Days	51	51	28	-	0.0%	82.1%
491	506	522	(15)	-3.0%	-5.9%	SNF Patient Days	1,554	1,560	1,531	(6)	-0.4%	1.5%
555	**546**	**567**	**9**	**1.6%**	**-2.1%**	**Total Patient Days**	**1,691**	**1,691**	**1,631**	**-**	**0.0%**	**3.7%**
7	14	16	(7)	-50.0%	-56.3%	Acute Admissions	21	42	35	(21)	-50.0%	-40.0%
6	14	14	(8)	-57.1%	-57.1%	Acute Discharges	20	42	32	(22)	-52.4%	-37.5%
2.7	1.8	1.9	0.9	49.3%	38.3%	Acute Average Length of Stay	4.3	1.9	2.3	2.4	125.8%	91.1%
0.5	0.8	0.9	(0.3)	-36.0%	-40.7%	Acute Average Daily Census	0.9	1	0.8	0.1	7.5%	19.4%
18.0	17.4	18.0	0.6	3.5%	-0.2%	SNF/Swing Avg Daily Census	17.4	18	16.9	(0.1)	-0.4%	3.0%
18.5	**18.2**	**18.9**	**0.3**	**1.6%**	**-2.1%**	**Total Avg. Daily Census**	**18.4**	**18**	**17.7**	**-**	**0.0%**	**3.7%**
41%	**40%**	**42%**	**1%**	**1.6%**	**-2.1%**	**% Occupancy**	**41%**	**41%**	**39%**	0%	**0.0%**	**3.7%**
3	13	7	(10)	-76.9%	-57.1%	Emergency Room Admitted	11	39	29	(28)	-71.8%	-62.1%
974	926	2,888	48	5.2%	-66.3%	Emergency Room Discharged	2,970	3,124	2,888	(154)	-4.9%	2.8%
977	**939**	**2,895**	**38**	**4.0%**	**-66.3%**	**Emergency Room Total**	**2,981**	**3,163**	**2,917**	**(182)**	**-5.8%**	**2.2%**
33	**31**	**97**	**1**	**4.0%**	**-66.3%**	**ER visits per calendar day**	**32**	**34**	**32**	**(2)**	**-5.8%**	**2.2%**
43%	**93%**	**44%**	**70%**	**75.4%**	**-2.0%**	**% Admits from ER**	**52%**	**93%**	**83%**	**75%**	**80.8%**	**-36.8%**
-	-	-	-	0.0%	#DIV/0!	Surgical Procedures I/P	-	-	-	-	0.0%	#DIV/0!
8	13	21	(5)	-38.5%	-61.9%	Surgical Procedures O/P	21	39	37	(18)	-46.2%	-43.2%
8	**13**	**21**	**(5)**	**-38.5%**	**-61.9%**	**TOTAL Procedures**	**21**	**39**	**37**	**(18)**	**-46.2%**	**-43.2%**
883	**1,013**	**615**	**(130)**	**-12.8%**	**43.6%**	**Surgical Minutes Total**	**2,276**	**3,107**	**2,067**	**(831)**	**-26.7%**	**10.1%**

Units of Service

For the period ending: September 30, 2019

Bear Valley Community Hospital

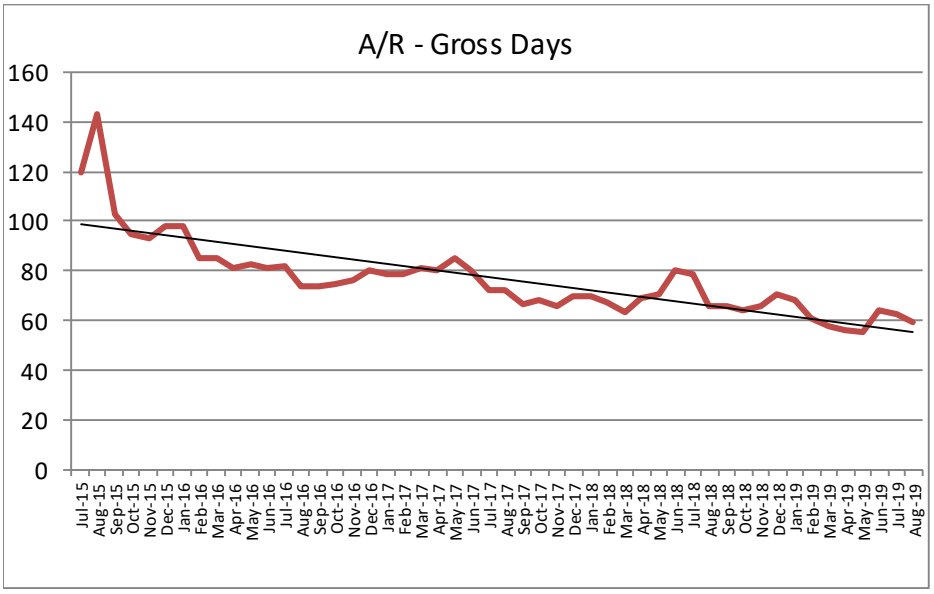
Current Month							Year-To-Date					
Sep-19		Sep-18	Actual -Budget		Act.-Act.		Sep-19		Sep-18	Actual -Budget		Act.-Act.
Actual	Budget	Actual	Variance	Var %	Var %		Actual	Budget	Actual	Variance	Var %	Var %
6,414	6,124	6,141	290	4.7%	4.4%	Lab Procedures	19,865	19,368	2,431	497	2.6%	717.2%
795	776	774	19	2.4%	2.7%	X-Ray Procedures	2,482	2,536	1,794	(54)	-2.1%	38.4%
283	242	228	41	16.9%	24.1%	C.T. Scan Procedures	949	809	824	140	17.3%	15.2%
231	211	220	20	9.5%	5.0%	Ultrasound Procedures	647	658	693	(11)	-1.7%	-6.6%
58	62	68	(4)	-6.5%	-14.7%	Mammography Procedures	153	186	166	(33)	-17.7%	-7.8%
264	248	276	16	6.5%	-4.3%	EKG Procedures	861	844	847	17	2.0%	1.7%
101	97	139	4	4.1%	-27.3%	Respiratory Procedures	256	282	323	(26)	-9.2%	-20.7%
1,801	1,374	1,315	427	31.1%	37.0%	Physical Therapy Procedures	4,840	4,069	4,576	771	18.9%	5.8%
1,819	1,973	1,669	(154)	-7.8%	9.0%	Primary Care Clinic Visits	5,594	6,233	5,178	(639)	-10.3%	8.0%
256	250	312	6	2.4%	-17.9%	Specialty Clinic Visits	775	750	980	25	3.3%	-20.9%
2,075	**2,223**	**1,981**	**(148)**	**-6.7%**	**4.7%**	**Clinic**	**6,369**	**6,983**	**6,158**	**(614)**	**-8.8%**	**3.4%**
80	**86**	**76**	**(6)**	**-6.7%**	**4.7%**	**Clinic visits per work day**	**35**	**38**	**34**	**(3)**	**-8.8%**	**3.4%**
19.2%	20.00%	19.60%	-0.80%	-4.00%	-2.04%	% Medicare Revenue	18.17%	20.00%	20.47%	-1.83%	-9.17%	-11.24%
42.50%	39.00%	37.90%	3.50%	8.97%	12.14%	% Medi-Cal Revenue	40.13%	39.00%	36.70%	1.13%	2.91%	9.36%
35.30%	36.00%	38.50%	-0.70%	-1.94%	-8.31%	% Insurance Revenue	37.67%	36.00%	38.00%	1.67%	4.63%	-0.88%
3.00%	5.00%	4.00%	-2.00%	-40.00%	-25.00%	% Self-Pay Revenue	4.03%	5.00%	4.83%	-0.97%	-19.33%	-16.55%
146.8	147.1	140.4	(0.3)	-0.2%	4.6%	Productive FTE's	145.27	150.4	141.4	(5.1)	-3.4%	2.7%
163.6	163.4	164.9	0.2	0.1%	-0.8%	Total FTE's	164.19	167.0	164.9	(2.8)	-1.7%	-0.4%

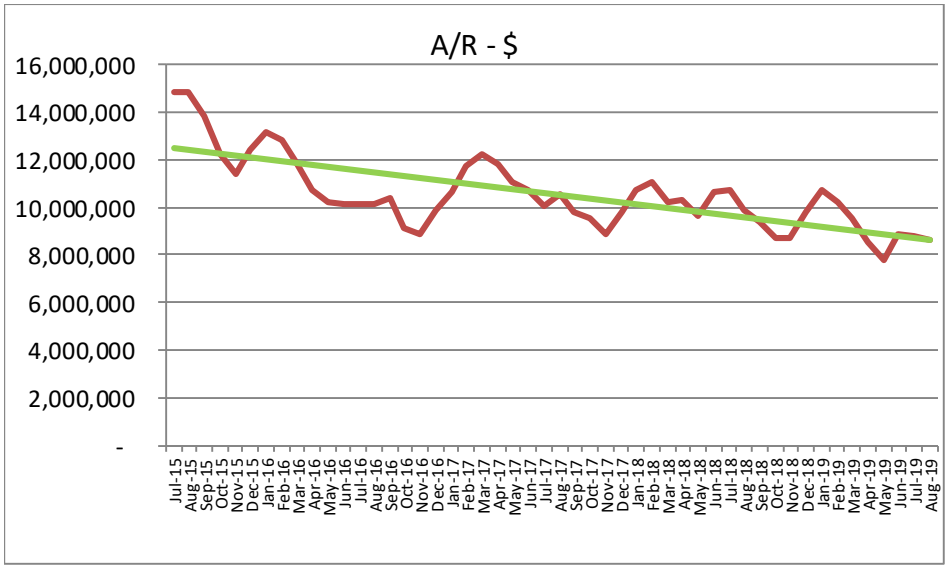
CFO REPORT for

November 2019 Board Meeting

TruBridge – Accounts Receivable Management & A/R Benchmarks

Accounts Receivable days (Gross) were 61.0 as of the end of September 2019. Graphs of trends in Accounts Receivable Days and Dollars are below.





Purchasing Coordinator

Our Purchasing Coordinator, Cameron Egerer, has announced his resignation from BVCHD.

We have received a number of applications for his position – some from existing BVCHD employees.

We have reached out to QHR for information on assisting in training a new Purchasing Coordinator and even doing a review of the Department.