



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, October 09, 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 (Disclosure 10/09/19)

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

- (1) Jeffrey Orr, M.D. Clinic Service Agreement (Disclosure 10/09/19)
(2) Fundamental Concept Grant Writer Agreement (Disclosure 11/13/19)
(3) Reliable Nursing Solution Inc. Staffing Agreement (Disclosure 10/09/19)

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. 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: Summary Attached

(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

10. OLD BUSINESS*

- None

11. NEW BUSINESS*

- A. Discussion and Potential Approval of the Following Agreements:
- (1) Jeffrey Orr, M.D. Clinic Service Agreement
 - (2) Reliable Nursing Solution Inc. Staffing Agreement
- B. Discussion and Presentation of the Big Bear Fire Authority Community Facilities District:
Presented by Chief Jeff Willis

12. ACTION ITEMS*

- A. **Acceptance of QHR Report**
Ron Vigus, QHR
(1) October 2019 QHR Report
- B. **Acceptance of CNO Report**
Kerri Jex, Chief Nursing Officer
(1) September 2019 CNO Report
- C. **Acceptance of the CEO Report**
John Friel, Chief Executive Officer
(1) September 2019 CEO Report
- D. **Acceptance of the Finance Report & CFO Report**
Garth Hamblin, Chief Financial Officer
(1) August 2019 Financials
(2) September 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
September 11, 2019**

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

ABSENT: Sheri Mursick Kerri Jex Erin Wilson

STAFF: Garth Hamblin Steven Knapik, DO
Erin Wilson Mary Norman

OTHER: Ron Vigus, QHR Gail Dick, Auxiliary Holly Elmer, Foundation

**COMMUNITY
MEMBERS:** None

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 McCarthy to adjourn to Closed Session. President Boss called for a vote. A vote in favor of the motion was 5/0.

- Board Member Nicely- yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes
- Board Member Melnick - 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, Gail McCarthy, Steven Baker, Perri Melnick and Donna Nicely were present. Also, present was John Friel, CEO and Shelly Egerer, Executive Assistant.

3. FLAG SALUTE:

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

4. ADOPTION OF AGENDA:

President Boss called for a motion to adopt the September 11, 2019 agenda as presented. Motion by Board Member Nicely to adopt the September 11, 2019 agenda as presented. Second by Board Member McCarthy to adopt the September 11, 2019 agenda as presented. President Boss called for a vote. A vote in favor of the motion was 5/0.

- Board Member Nicely- yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes
- Board Member Melnick - 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
 - Vanessa Montano, RDH
 - Christopher Sagdahl, MD
 - David Sheski, MD
 - Vasileios Panagopoulos, MD
 - Cecile Matip, MD
 - Jeremy Busch, DPM
 - Sandeep Sagodkar, DO
 - Jeremy Cox, DO
 - Peter Joson, MD
 - Pegah Entezari, MD
- Request for Reappointment:
 - Adam Weisman, MD
 - Bhani Chawla – Kondal, MD
- Risk Report
- Compliance Report
- QI Report

- CEO evaluation was completed with a 3% increase to compensation.
- CEO has authority to continue with property negotiations.

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

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

6. PUBLIC FORUM FOR OPEN SESSION:

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

7. DIRECTORS COMMENTS

- Board Member Nicely welcomed new Board Member Melnick. Also to remember this is 9/11 and to honor those who were lost.
- The Board of Directors welcomed Board Member Melnick.

8. INFORMATION REPORTS:

A. Foundation Report:

- Ms. Elmer reported the following information:
 - Humanitarian was a lovely event, net income \$5,000
 - Pasquale Event is \$100.00 per ticket
 - KBHR interview regarding Foundation was completed
 - Board of Realtors “Lunch & Learn”
 - Chamber mixer will be presenting to the chamber
 - Tree of lights November 9th

B. Auxiliary Report:

- Ms. Dick reported the following:
 - Thanked staff who participated in the golf tournament and the hospital departments that donated baskets. Also Ms. Dick thanked QHR for their generous donation.

9. CONSENT AGENDA:

- A.** August 10, 2019 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
- B.** August 2019 Planning & Facilities Report: Michael Mursick, Plant Director
- C.** August 2019 Human Resource Report: Erin Wilson, Human Resource Director
- D.** August 2019 Infection Prevention Report: Heather Loose, Infection Preventionist
- E.** Policies and Procedures:
 - (1) Risk Management
 - (2) Plant Maintenance
 - (3) Compliance
- F.** Board of Directors; Committee Meeting Minutes:
 - (1) August 06, 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 Melnick to approve the Consent Agenda as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

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

10. OLD BUSINESS:

- None

11. NEW BUSINESS*

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

- (1) Medical Dispatch Service Agreement
 - Board Member Melnick requested changes be made to Section 5 E: remove hire and 2nd section 7 B: notice from 30-day notice to 60-day notice

Board Member Melnick motioned to approve the Medical Dispatch Service Agreement with the recommended changes to Section 5: E and Section 7: B. Second by Board member McCarthy to approve the Medical Dispatch Service Agreement to approve the Medical Dispatch Service Agreement with the recommended changes to Section 5: E and Section 7: B. President Boss called for the vote. A vote in favor of the motion was 5/0.

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

- (2) Jeremy Busch, DPM, SNF Service Agreement
- (3) Jeremy Busch, DPM, Clinic Service Agreement

President Boss called for a motion to approve Jeremy Busch, DPM, SNF and Clinic Service Agreements as presented. Motion by Board Member Baker to approve Jeremy Busch, DPM SNF and Clinic Service Agreements as presented. Second by Board Member McCarthy to approve Jeremy Busch, DPM SNF and Clinic Service Agreements as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

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

B. Discussion and Potential Approval of Resolution No. 19-458 Proclamation for Liz Harris as 2019 Humanitarian of the Year:

President Boss called for a motion to approve Resolution No. 19-458 Proclamation for Liz Harris as 2019 Humanitarian of the Year. Motion by Board Member Nicely to approve Resolution No. 19-458 Proclamation for Liz Harris as 2019 Humanitarian of the Year. Second by Board Member McCarthy to approve Resolution No. 19-458 Proclamation for Liz Harris as 2019 Humanitarian of the Year. President Boss called for the vote. A vote in favor of the motion was 5/0.

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

12. ACTION ITEMS*

A. QHR Report:

- (1) September 2019 QHR Report:
 - Mr. Vigus reported the following information:
 - Consulting plan for 2019/20 is completed
 - Urgent Care Proforma is being drafted
 - Cost Report Review
 - Contracts for managed care
 - Compliance / risk assessment
 - Woody White, AVP will be at the next two Board Meetings

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

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

B. CNO Report:

- (1) July 2019 CNO Report:
 - Mr. Friel reported that Ms. Jex was at a conference and if there were any questions regarding the CNO report he would be more than happy to answer them.

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 5/0.

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

C. Acceptance of the CEO Report:

(1) July 2019 CEO Report:

- Mr. Friel reported the following information:
 - BETA Heart Achievement Certification was presented
 - 5 modules and we have completed 2 successfully
 - Annual Health Fair September 21. Expect a great turn out
 - End of Summer BBQ is scheduled for September 20
 - Will be serving on the Chamber of Commerce Board

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 5/0.

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

D. Acceptance of the Finance Report:

(1) July 2019 Financials:

- Mr. Hamblin reported the following information:
 - Days cash on hand 417
 - Money is invested in LAIF
 - July surplus \$247,000
 - Net revenue over budget
 - Expenses over budget

(2) CFO Report:

- Mr. Hamblin reported the following:
 - Employee benefit renewal is being reviewed
 - CalPERS is the best place for us currently
 - Dental plan under current vendor is increasing we are looking at other organizations with a better price
 - Capital expenditures are continuing to be discussed at the Finance Meeting

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

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

13. ADJOURNMENT:

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

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

Bear Valley Community Healthcare District Construction Projects 2019

Department / Project	Details	Vendor and all associated costs	Comments	Date Complete
Hospital	Case Management Office Renovations	Facilities	In Progress	
Pyxis Replacement	Pyxis equipment is in place and seismic anchors will be installed soon.	Facilities	Nearly complete, waiting for Pyxis to send last mount that was not received during original delivery.	
SNF TV Project	Facilities is installing the necessary cabling	Facilities	In Progress, TV's are on backorder from LG	
Hospital- Medical Air Compressor	Compressors is failing and no longer meets code requirements	FS Medical	Compressor is being dismantled for installation.	
OR- Remodel & Electrical Repairs	Replace flooring, repair walls & replace LIM's	N/A	In Progress, 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 Repairs Maintenance

Department / Project	Details	Vendor and all associated costs	Comments	Date Completed
Hospital	Fire Door Repairs	Lyman Doors/Facilities	In progress	
Hospital	Annual Backflow Inspections	Martin Fire & Backflow	Completed	
Hospital	Annual Fire Door Inspection	Strike Pro	Completed	
Hospital	Annual MedGas Inspection	FS Medical	Completed	

Bear Valley Community Healthcare District Potential Equipment Requirements

Department / Project	Details	Vendor and all associated costs	Comments	Date Completed
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	

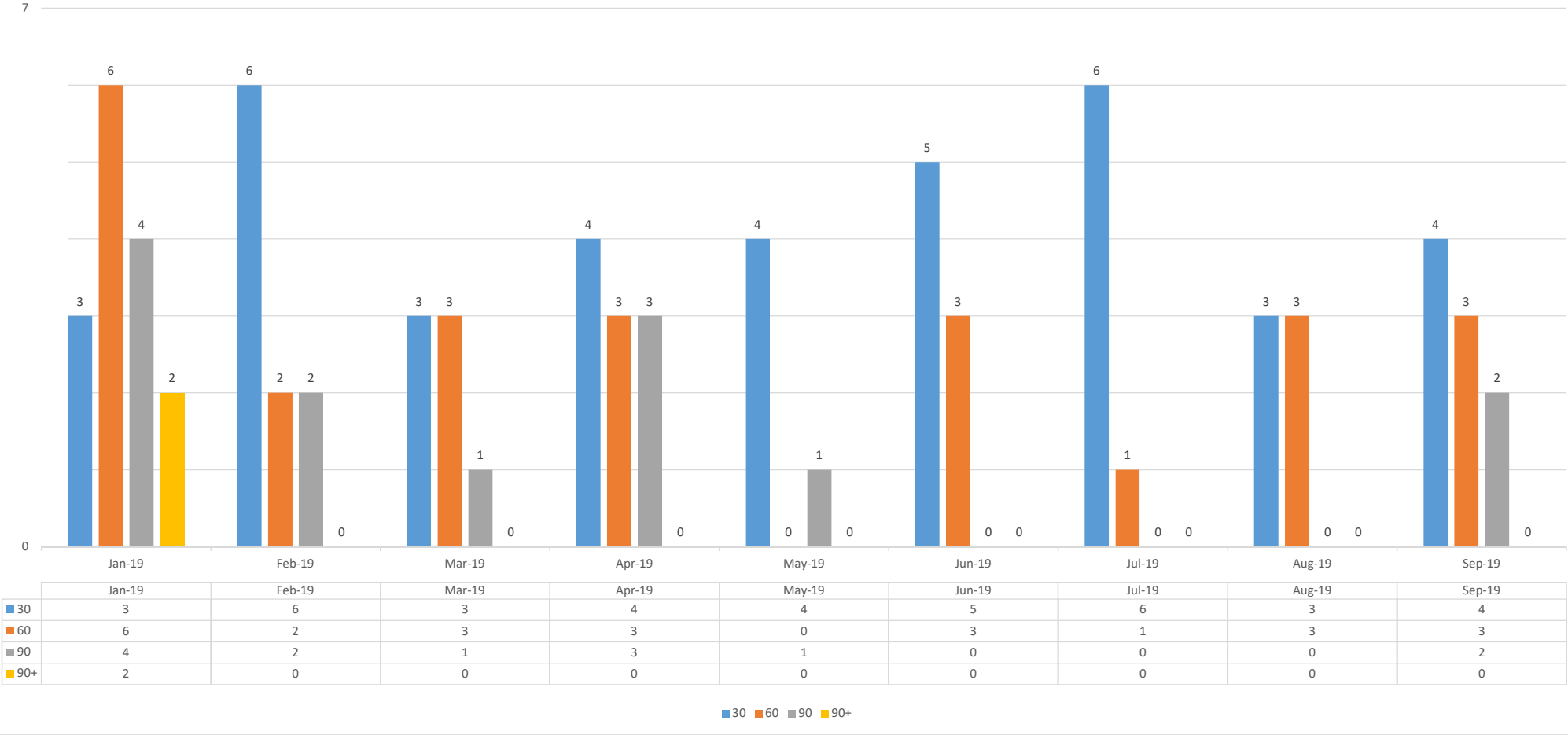


HR Committee/Board Report

September 2019

Staffing	Active: 210 – FT: 141 PT: 12 PD: 57 New Hires: 4 Terms: 3 (3 Voluntary 0 Involuntary) Open Positions: 15
Employee Performance Evaluations	DELINQUENT: See attachment 30 days: 4 60 days: 3 90 days: 2 90+ days: 0 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: One file missing Compliance and False Claims All licenses are up to date
Job Descriptions/ Evaluation	Job Descriptions: In process Evaluations: In process
2020 Benefit Review	Open enrollment closes October 2
Employee Events	Pumpkin Decorating Contest - 10/31/19 Fall Potluck - November Christmas party - TBD

Past Due Evaluations





Infection Prevention Monthly Report

September 2019

TOPIC	UPDATE	ACTION/FOLLOW UP
1. Regulatory	<ul style="list-style-type: none"> ▪ Continue to receive updates from APIC. ▪ AFL (All Facility Letters) from CDPH have been reviewed. CAHAN alert issued from CDC asking physicians to report to the local health department: <ol style="list-style-type: none"> 1. any severe pulmonary disease of unclear etiology and history of e-cigarette use. 2. Patients who use e-cigarettes and have had Signs and symptoms of pulmonary problems with the last 90 days. 3. If e-cigarette use is suspected as a possible etiology in severe pulmonary disease. ▪ Continue NHSN surveillance reporting. <ul style="list-style-type: none"> • No HAs to report. ▪ Completion of CMR reports to Public Health per Title 17 and CDPH regulations. <ul style="list-style-type: none"> • CMR reports submitted for August: Chlamydia x 1 Gonorrhea x 1 Syphilis x 1 	<ul style="list-style-type: none"> ▪ Review ICP regulations. ▪ AFL to be reviewed at Infection Control Committee and Regulatory committee. ▪ Continue Monthly Reporting Plan submissions.

	<ul style="list-style-type: none"> For September: Chlamydia x 2 Gonorrhea x 1 	
2. Construction	<ul style="list-style-type: none"> One ICRA for SNF bathroom. New tub installed. One outstanding ICRA Permit for installing new mounts and TVs in the SNF. 	<ul style="list-style-type: none"> Work with Maintenance and contractors to ensure compliance.
3. QI	<ul style="list-style-type: none"> Continue to work towards increased compliance with Hand Hygiene <ul style="list-style-type: none"> 72% for August Greater response received from managers this month. IP has created a calendar invite and reminder to managers to conduct hand hygiene observations. 	<ul style="list-style-type: none"> Continue monitoring hand hygiene compliance.
4. Outbreaks/ Surveillance	<ul style="list-style-type: none"> None No C-diff in September No MRSA in September 	<ul style="list-style-type: none"> Informational
5. Policy Updates	<ul style="list-style-type: none"> None this month. 	<ul style="list-style-type: none"> Clinical Policy and Procedure Committee to review and update Infection Prevention policies.
6. Safety/Product	<ul style="list-style-type: none"> Continue working with EVS to obtain competencies and improve compliance with OR Cleaning through checklists and surveillance. 	<ul style="list-style-type: none"> Continue to monitor compliance with infection control practices.
7. Antibiotic Stewardship	<ul style="list-style-type: none"> Pharmacist continues to monitor antibiotic usage. 	<ul style="list-style-type: none"> Informational.
8. Education	<ul style="list-style-type: none"> ICP continues to attend the APIC meetings in Ontario when possible. 	<ul style="list-style-type: none"> ICP to share information at appropriate committees.

9. Informational	<p>Statistics on Immediate Use Steam Sterilization will now be included with the monthly surgery stats and reported to P&T Committee monthly.</p> <ul style="list-style-type: none"> • Number of times IUSS utilized in August = 0 out of 6 surgical cases. ▪ September = 0 out of 7 cases. <p>Culture Follow-Up</p> <ul style="list-style-type: none"> ▪ IP oversees culture follow-up process carried out by clinical managers. ▪ Statistics are presented at P&T monthly. ▪ For August, the average was 2.2 days to resolution with 9 patients needing follow up, and 2 patients needing a change in their prescription. 	<ul style="list-style-type: none"> ▪ Informational
<i>Heather Loose, BSN, RN Infection Preventionist Date: September 30, 2019</i>		

Department	Title	Summary
Swing Beds	Activities	Annual review. Changed policy name from "Activities Scope of Service - Swing". Revised to reflect current process. Combined all “Activities” policies into this policy. Formatted.
Swing Beds	Nursing Care Plan-Swing	Annual review. Formatted.
Swing Beds	Scope of Services - Swing-Bed Program	Annual review. Revised to reflect current process. Formatted.
Skilled Nursing Facility	Dental Care Services	Annual review. Revised to reflect current process. Formatted.
Compliance	Patient Discrimination Complaint Grievance Procedure	Annual review. No changes.
Laboratory	Absolute Eosinophil Count	Annual review. Revised verbiage to reflect current process. Formatted.
Laboratory	Activated Partial Thrombolastin Time (APTT)	Annual review. Revised verbiage: added specimen collection/handling details, added use of discard tube with butterfly collections, added details when analyzer result is "no clot detected". Formatted.
Laboratory	Alere Aceava® Mono Test	Annual review. Changed policy name from "Mono Test - Sure-Vue". Revised verbiage to reflect current process. Formatted.
Laboratory	Blood Cultures	Annual review. Revised to reflect current process. Formatted.
Laboratory	Cell Counts	Annual review. Revised to reflect current process. Formatted.
Laboratory	Chain of Custody Drug Testing	Annual review. Revised verbiage to reflect current process. Formatted.
Laboratory	Collection & Submission of Lab Specimen	Annual review. Revised verbiage to reflect current process. Formatted.
Laboratory	CSF Cultures	Annual review. Revised verbiage to reflect current process. Formatted.
Laboratory	Cytospin	Annual review. Revised verbiage to reflect current process. Formatted.
Laboratory	Daily Duties	Annual review. Revised verbiage to reflect current process. Formatted.
Laboratory	Employee Health Patients	Annual review. Revised verbiage to reflect current process. Formatted.
Laboratory	Gram Staining	Annual review. Revised to reflect current process. Formatted.
Laboratory	HIV - Testing & Reporting	Annual review. Revised verbiage to reflect current process. Formatted.
Laboratory	Isolation Room Specimen Collection	Annual review. Revised verbiage to reflect current process. Formatted.
Laboratory	Lab Assistant Daily Duties	Annual review. Revised verbiage to reflect current process. Formatted.
Laboratory	Maintenance – Blood Bank	Annual review. Added PLASMA THAWER. Changed frequency of Cell Washer calibration to at least every 6 months. Changed frequency of Refrigerator and freezer alarm checks to quarterly. Specified that recording charts are changed each week on Wednesdays. Updated references. Formatted.
Laboratory	Outpatient Processing	Annual review. Revised verbiage to reflect current process. Formatted.
Laboratory	Proficiency Testing	Annual review. Revised to meet regulatory requirements. Formatted.
Laboratory	Prothrombin Time/INR CA 620	Annual review. Revised to reflect current process. Formatted.
Physical Therapy	Physical Therapy Assessment Patient Care Evaluations and Treatment Guidelines	Annual review. No changes.
Physical Therapy	Physical Therapy Assessment Policy for In-patients & Swing Patients	Annual review. No changes.
Physical Therapy	Physical Therapy Assessment Policy for Outpatient & Skilled Nursing Facility Patients	Annual review. No changes.
Physical Therapy	Physical Therapy Charges and Billing for Services Rendered	Annual review. No changes.
Physical Therapy	Physical Therapy Charting Forms	Annual review. No changes.
Physical Therapy	Physical Therapy Definition of Assistance Levels	Annual review. No changes.
Physical Therapy	Physical Therapy Department Equipment & Patient Safety	Annual review. No changes.
Physical Therapy	Physical Therapy Department Security	Annual review. No changes.
Physical Therapy	Physical Therapy Family Education & Teaching	Annual review. No changes.
Physical Therapy	Physical Therapy Fire at 370 Summit Blvd	Annual review. No changes.
Physical Therapy	Physical Therapy Functional Criteria For Referral	Annual review. No changes.
Physical Therapy	Physical Therapy Impaired Patient Policy	Annual review. No changes.
Physical Therapy	Physical Therapy Infection Control Policy	Annual review. No changes.
Physical Therapy	Physical Therapy Medi-Cal E-TAR Instructions-Approval of Requested Treatments for Medi-Cal Patients	Annual review. No changes.
Physical Therapy	Physical Therapy Medical Emergencies	Annual review. No changes.
Physical Therapy	Physical Therapy Mission Statement & Scope of Practice	Annual review. No changes.
Physical Therapy	Physical Therapy Patient Scheduling	Annual review. No changes.
Physical Therapy	Physical Therapy Topical Medication Use, Storage, and Disposal	Annual review. No changes.

Physical Therapy	Physical Therapy Training and Re-education in Activities of Daily Living (ADL)	Annual review. No changes.
Employee Health	Communicable Disease Exposure and Post-Exposure Prophylaxis	Annual review. Formatted.
Employee Health	Employee Injury & Blood/ Body Fluid Exposure	Annual review. Formatted. Updated 'Employee Health Needlestick-Exposure Standardized Procedure' form.
Employee Health	Employee Physical Recommendations	Annual review. Formatted. Updated 'Employee Health New Employee Vaccination Titers and Drug Screening Standardized Procedure' form.
Employee Health	Fit for Duty Examination	Annual review. No changes.
Employee Health	Healthcare District Personnel Vaccine Recommendations	Annual review. Formatted. Updated 'Employee Health New Employee Vaccination Titers and Drug Screening Standardized Procedure' form and 'Employee Health Seasonal Flu Vaccination Standardized Procedure' form.
Employee Health	Infectious Disease -Personnel	Annual review. Formatted.
Employee Health	Injury and Illness Prevention Program (IIPP)	Annual review. Formatted.
Employee Health	Physical Therapy Intervention- Work Injury	Annual review. Formatted.
Employee Health	Safe Patient Handling Plan	Annual review. Formatted.
Employee Health	Tuberculosis Screening Policy and Treatment Plan - Personnel Specific	Annual review. Verbiage updated to reflect the CDC's new guidelines for TB screening of U.S. health care personnel. Formatted. Updated 'Employee Health Tuberculin Skin Testing Orders' form.
Diagnostic Imaging	Diagnostic Contrast Agents Used and Storage Policy	Annual review. Formatted.
Diagnostic Imaging	Diagnostic Imaging Scope of Care	Annual review. No changes.
Diagnostic Imaging	Emergency Department Patient Procedure and Preparation for Imaging	Annual review. Formatted.
Diagnostic Imaging	Emergency Drug Boxes	Annual review. No changes.
Diagnostic Imaging	Fluoroscopy Procedures	Annual review. Revised to reflect current process. Formatted.
Diagnostic Imaging	Fluoroscopy Weekly Check Procedure	Annual review. No changes.
Diagnostic Imaging	Gonadal Shielding	Annual review. No changes.
Diagnostic Imaging	Imaging Department Infection Control	Annual review. Formatted.
Diagnostic Imaging	CT Abdomen With and or Without Contrast	Annual review. Formatted.
Diagnostic Imaging	CT Chest for Pulmonary Embolism	Annual review. Formatted.
Diagnostic Imaging	CT Contrast Injector Use	Annual review. Formatted.
Diagnostic Imaging	CT Scanning of the Head and Brain	Annual review. Formatted.
Diagnostic Imaging	CT Scanning of the Lumbar Spine	Annual review. Formatted.
Diagnostic Imaging	Intravenous Contrast Injection	Annual review. Formatted.
Diagnostic Imaging	Advisory for Women with Implants –PF-MAM-1	Annual review. Revised to reflect current process. Formatted.
Diagnostic Imaging	Anatomy of the Breast – PF-MAM-8	Annual review. Revised to reflect current process. Formatted.
Diagnostic Imaging	Basic Responsibility for Overall Quality of Screening Mammography – PI-MAM-1	Annual review. Formatted.
Diagnostic Imaging	Consumer Complaints – PI-MAM-6	Annual review. Formatted.
Diagnostic Imaging	Continuing Education Requirements for Mammographers – PF-MAM-9	Annual review. Formatted.
Diagnostic Imaging	Criteria for Screening Mammography – PE-MAM-1	Annual review. Formatted.
Diagnostic Imaging	Electrical Safety – EC-MAM-1	Annual review. Formatted.
Diagnostic Imaging	Enhancing Quality Using the Inspection Program (EQUIP) Initiative	Annual review. Formatted.
Diagnostic Imaging	Federal, State and Local Licensure Registration Requirements - HR-MAM-1	Annual review. No changes.
Diagnostic Imaging	Imaging the Dense Breast –TX-MAM-4	Annual review. Formatted.
Diagnostic Imaging	Implant Mammography –TX-MAM-3	Annual review. Formatted.
Diagnostic Imaging	Mammographers Equipment Quality Assurance Program - PI-MAM-4	Annual review. Formatted.
Diagnostic Imaging	Mammographic Views – TX-MAM-8	Annual review. Formatted.
Diagnostic Imaging	Mammography Operator Requirements – HR-MAM-2	Annual review. Formatted.
Diagnostic Imaging	Mammography Patient Education – PF-MAM-4	Annual review. Formatted.
Diagnostic Imaging	MAS & KVP Techniques – TX-MAM-1	Annual review. Formatted.
Diagnostic Imaging	Orientation Program for Mammographers – PF-MAM-2	Annual review. Formatted.
Diagnostic Imaging	Patient Education for the Technologist – PF-MAM-6	Annual review. Formatted.
Diagnostic Imaging	Procedure for Diagnostic Mammography Exam – TX-MAM-2	Annual review. Formatted.
Diagnostic Imaging	Requirements For Interpreting Physician – MS-MAM-1	Annual review. Formatted.
Diagnostic Imaging	Responsibility for Monitoring & Review – PI-MAM-5	Annual review. Formatted.
Diagnostic Imaging	Retention of Films & Reports – IM-MAM-2	Annual review. Formatted.
Diagnostic Imaging	State of California Technologist Restrictions – HR-MAM-3	Annual review. Formatted.

Diagnostic Imaging	Technical Problem & Solutions – TX-MAM-6	Annual review. Formatted.
Diagnostic Imaging	When to Repeat a Mammography View –TX-MAM-5	Annual review. Formatted.
Diagnostic Imaging	Written Reports of Interpretation – IM-MAM-1	Annual review. Formatted.
Diagnostic Imaging	Critical and Unexpected Findings	Annual review. Revised to reflect current process. Formatted.
Diagnostic Imaging	Diagnostic Imaging Patient Preparation	Annual review. Formatted.
Diagnostic Imaging	Male Bladder Ultrasound Procedure	Annual review. Formatted.
Diagnostic Imaging	Pelvic Ultrasound (Female)	Annual review. Formatted.
Diagnostic Imaging	Renal and Bladder Ultrasound Procedure	Annual review. Formatted.
Diagnostic Imaging	Scrotum Ultrasound Procedure	Annual review. Formatted.
Diagnostic Imaging	Ultrasound Probes - Cleaning	Annual review. Formatted.
Diagnostic Imaging	Ultrasound Procedure Patient Preparation	Annual review. Formatted.
Nursing Administration	Accessing Implanted Ports - Outpatient	Annual review. Formatted.
Nursing Administration	Administration of Medication	Annual review. Formatted.
Nursing Administration	Assessment/Reassessment of Patients - Interdisciplinary	Annual review. Formatted.
Nursing Administration	Blood/Blood Product Transfusion	Annual review. Formatted.
Nursing Administration	BRN Continuing Education Units by BVCHD	Annual review. Formatted.
Nursing Administration	Chain of Command-Patient Care Related	Annual review. Formatted.
Nursing Administration	Chaperone Use By Providers	Annual review. Formatted.
Nursing Administration	Crash Cart	Annual review. Formatted.
Nursing Administration	Death, Notification to Coroner/One Legacy	Annual review. Formatted.
Nursing Administration	Diagnostic Variance Follow-Up	Annual review. Formatted.
Nursing Administration	Do Not Resuscitate (DNR)	Annual review. Formatted.
Nursing Administration	End of Life Care	Annual review. Formatted.
Nursing Administration	Hand Off Communication	Annual review. Formatted.
Nursing Administration	Hoyer-Ultralift Policy	Annual review. Formatted.
Nursing Administration	Identifying Patients	Annual review. Formatted.
Nursing Administration	Lippincott Procedure Manual	Annual review. Formatted.
Nursing Administration	Medication Administration Reference	Annual review. Formatted.
Nursing Administration	Nursing Cell Phone	Annual review. Formatted.
Nursing Administration	Nursing Scope of Service	Annual review. Formatted.
Nursing Administration	Pain Management	Annual review. Formatted.
Nursing Administration	Patient Safety Attendant/Sitter	Annual review. Formatted.
Nursing Administration	Patient Valuables	Annual review. Formatted.
Nursing Administration	Poison Control	Annual review. Formatted.
Nursing Administration	Postmortem Care - Removal of Remains	Annual review. Formatted.
Nursing Administration	Procedure for Accessing Implanted Port	Annual review. Formatted.
Nursing Administration	Rapid Response Protocol	Annual review. Formatted.
Nursing Administration	Reporting of Critical Test Results	Annual review. Formatted.
Nursing Administration	Restraints - Chemical and Physical	Annual review. Formatted.
Nursing Administration	Staffing Plan	Annual review. Formatted.
Nursing Administration	Staffing Registry Nursing Personnel	Annual review. Formatted.
Nursing Administration	Suicide Precautions	Annual review. Formatted.
Nursing Administration	Supply Management - Clinical Areas	Annual review. Formatted.
Nursing Administration	Telephone and Verbal Orders	Annual review. Formatted.
Nursing Administration	Telephone Triage	Annual review. Formatted.
Nursing Administration	Temporary Absence Release	Annual review. Formatted.
Nursing Administration	Time Out	Annual review. Formatted.
Nursing Administration	Transfers – Bed to Stretcher, Bed to Wheelchair, Using a Hydraulic lift, Using a Slider Board	Annual review. Formatted.
Nursing Administration	Ultrasound-Guided PIV Insertions and Blood Draws	Annual review. Formatted.
Nursing Administration	Venous Access Guide	Annual review. Formatted.
Nursing Administration	Withholding and Withdrawing Life-Sustaining Treatment	Annual review. Formatted.
Administration	Administrative Memorandums	Annual review. Formatted.
Administration	Administrator On Call	Annual review. Formatted.

Administration	Basic Life Support (BLS)	Annual review. Formatted.
Administration	Biennial Notice for Conflict of Interest Code	Annual review. Formatted.
Administration	Board Members Code of Conduct	Annual review. Formatted.
Administration	Board Policy on Receipt of Correspondence Regarding Personnel Matters	Annual review. Formatted.
Administration	Board/CEO Operating Governance Protocols	Annual review. Formatted.
Administration	Charge Nurse Authority Statement	Annual review. Formatted.
Administration	Conflict of Interest Code	Annual review. Formatted.
Administration	Contracts and Agreements	Annual review. Formatted.
Administration	Contracts and Agreements with Physicians and Other Referral Sources Policy	Annual review. Formatted.
Administration	Critical Access Agreements	Annual review. Formatted.
Administration	Critical Access Compliance with Federal, State, and Local Laws and Regulations	Annual review. Formatted.
Administration	Critical Access Emergency Services	Annual review. Formatted.
Administration	Critical Access Number of Beds and Length of Stay	Annual review. Formatted.
Administration	Critical Access Organizational Structure	Annual review. Formatted.
Administration	Critical Access Periodic Evaluation and Quality Assurance Review	Annual review. Formatted.
Administration	Critical Access Periodic Evaluation	Annual review. Formatted.
Administration	Critical Access Staff and Staffing Responsibility	Annual review. Formatted.
Administration	Critical Access Status and Location	Annual review. Formatted.
Administration	Critical Access, Physical Plant and Environment	Annual review. Formatted.
Administration	Gifts to Hospital and Staff	Annual review. Formatted.
Administration	Guidelines to Planning New Programs or Services	Annual review. Formatted.
Administration	Hospital Plan for Provision of Patient Care Services	Annual review. Formatted.
Administration	Interpreter - Use Of	Annual review. Formatted.
Administration	Notary Public Services	Annual review. Formatted.
Administration	Physician on Call Coverage	Annual review. Formatted.
Administration	Policy Review and Approval Process	Annual review. Formatted.
Administration	Public Participation at Board of Directors Meetings	Annual review. Formatted.
Administration	Subpoenas	Annual review. Formatted.
Health Information Management	Record Retention & Destruction	Annual review. Formatted. Policy department changed from Administration to HIM. October 2018 Retention Guide uploaded to forms.
Dietary	US Foods Dietary Manual 2019	Annual Review

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

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

Garth Hamblin, CFO
Shelly Egerer, Exec. Asst.

STAFF: Kerri Jex

**COMMUNITY
MEMBERS:**

ABSENT: None

OPEN SESSION

1. CALL TO ORDER:

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

2. ROLL CALL:

Donna Nicely and Peter Boss, M.D. were present. Also present were John Friel, CEO, Garth Hamblin, CFO and Shelly Egerer, Executive Assistant.

3. ADOPTION OF AGENDA:

Board Member Nicely motioned to adopt the September 04, 2019 Special Finance Committee Meeting Agenda as presented. Second by President Boss to adopt the September 04, 2019 Special Finance Committee Meeting Agenda as presented. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION:

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

2. ADJOURN TO CLOSED SESSION:

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

- Board Member Nicely- yes
- President Boss- yes

OPEN SESSION

1. CALL TO ORDER:

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

2. RESULTS OF CLOSED SESSION:

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

3. PUBLIC FORUM FOR OPEN SESSION:

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

4. DIRECTOR'S COMMENTS:

- None

5. APPROVAL OF MINUTES:

A. August 06, 2019

Board Member Nicely motioned to approve August 06, 2019 minutes as presented. Second by President Boss to approve the August 06, 2019 minutes as presented. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes

6. OLD BUSINESS:

- None

7. NEW BUSINESS*

- None

8. PRESENTATION AND REVIEW OF FINACIAL STATEMENTS*

A. July 2019 Finances:

- Mr. Hamblin reported the following information:
 - Cash is remaining strong at \$28 million
 - Days cash on hand is 417
 - Surplus \$247,0000
 - Over in expenses due to Dental, Lab, and Pharmacy
 - Physician fee and supply expense
 - ER visits under budget
 - SNF patients are close to budget
 - Swing over budget
 - COH is going through staff changes and a hygienist has been out
 - Dr. Barzarga is no longer with the COH
 - AR days 63
 - Average daily revenue is building back up

B. CFO Report:

- Mr. Hamblin reported the following information:
 - 2020 Employee Benefit Summary:
 - Beginning the renewal process of benefits
 - CalPERS is still a good place to be
 - BVCHD pays 100% of the employee premium
 - We have tried to obtain quotes from other organizations and will not provide benefits because we are with CalPERS
 - Continue to look at private companies
 - Anthem rates up 53%, increase in premium
 - Plan design for going self-insured would cost more than CalPERS
 - Dental plan is going to increase, and we are looking at other options
 - Ameritas increasing 19%, we are looking into principal for dental
 - Vision locked into for the year, no changes for the upcoming year
 - Culture of Ownership:
 - Developed task force on how to build ownership in our facility that goes with the BETA Heart program
 - Team of 8-10 attending a value training
- Board Member Nicely stated that she feels front line staff should be included in training, not just managers.
 - Capital Expenditures (Major Items):
 - Microsoft 365 has begun installation of current versions of software
 - Cyber insurance is being investigated
 - IT is tracking use of unknown emails and attachments that are being opened
 - District vehicle is under Capital Budget and has been purchased.
 - SNF tub replacement is installed, tile work is completed. Auxiliary donated \$20,000 for the tub and was under total budget.
 - AR Days:
 - The committee would like to get comparative data on what other hospitals are trending in AR days.

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

- Board Member Nicely- yes
- President Boss- yes

9. ADJOURNMENT*

Board Member Nicely motioned to adjourn the meeting at 12:59 p.m. Second by President Boss to adjourn the meeting. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes



Contract Cover Sheet

Contract Name: Jeffrey Orr, MD

Purpose of Contract: Clinic Service Agreement

Contract # / Effective Date / Term/ Cost: Two-year agreement expires 10/1/19 to 9/30/21 - \$65.00 per patient

Originating Dept. Name / Number: Administration

Department Manager

Signature: _____

Date: _____

BAA: ☒ Yes ☐ No

W-9: ☒ Yes ☐ No

Administrative Officer

Signature: _____

Date: _____

HIPAA/Security Officer
(Software/EHR Related)

Signature: NA

Date: NA

HIPAA Privacy Officer
(BAA applicable)

Signature: NA

Date: NA

Legal Counsel

Signature: NA email

Date: 10-1-19

Compliance Officer

Signature: Mary Norman

Date: 10-1-19 FMV?

Chief Financial Officer

Signature: [Signature]

Date: 02 Oct 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:

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

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

Updated 07/2019



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PHYSICIAN AGREEMENT FOR PHYSICIAN SERVICES AT THE RURAL HEALTH CLINICS
WITH
JEFFREY ORR, M.D.
Dba
BIG BEAR FAMILY MEDICINE**

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

RECITALS

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

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

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

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

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

1. Physician shall provide part-time professional physician services at the Clinic 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 affect on Physician's ability to perform the Services under this Agreement;
7. Physician changes the location of his offices;
8. Physician is charged with or convicted of a criminal offense; or
9. Physician is debarred, suspended, or otherwise excluded from any federal and/or state health care payment program by action of the Office of Inspector General of the Department of Health and Human Services or Medi-Cal Office, or by any equivalent or coordinating governmental agencies.

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

SECTION II. REPRESENTATIONS AND WARRANTIES

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

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

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

SECTION III. INDEMNIFICATION OF LIABILITY.

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

SECTION IV. INDEPENDENT CONTRACTOR.

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

SECTION V. COMPENSATION.

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

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

SECTION VI. COMPLIANCE.

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

At a minimum, Physician is expected to:

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

SECTION VII. TERM.

This Agreement is effective from October 1, 2019 to September 30, 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 Confidentiality of Alcohol and Drug Abuse Patient Records as codified at 42 C.F.R. Chapter 1, Part 2, enacted pursuant to 42 U.S.C. 290ee, and agrees to be separately bound by a Business Associate Agreement drafted pursuant to HIPAA as set forth in Public Law 104-191, as codified at 42 U.S.C. 1301 et. seq.

SECTION X. INSURANCE.

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

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

SECTION XI. ASSIGNMENT.

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

SECTION XII. NOTICES.

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

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

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

SECTION XIII. PRE EXISTING AGREEMENT.

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

SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.

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

SECTION XV. ENTIRE AGREEMENT.

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

SECTION XVI. SEVERABILITY.

The non-enforceability, invalidity, or illegality of any provision to this Agreement shall not render the other provisions unenforceable, invalid 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, MD, Board President
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

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



Contract Cover Sheet

Contract Name: Reliable Nursing Solutions

Purpose of Contract: Staffing Agreement

Contract # / Effective Date / Term/ Cost: One-year agreement expires 10/1/19 to 9/30/20 - \$70.00 per hour

Originating Dept. Name / Number: Human Resource

Department Manager

Signature:

April Early

Date:

10/2/19

BAA: ☐ Yes ☐ No

W-9: ☐ Yes ☐ No

Administrative Officer

Signature:

[Signature]

Date:

10/2/19

HIPAA/Security Officer
(Software/EHR Related)

Signature:

NA

Date:

HIPAA Director
(BAA app...)

Signature:

[Signature]

Date:

10/2/19

Legal Counsel

Signature:

NA email

Date:

10/3/19

Compliance Officer

Signature:

Mary Norrman

Date:

10/2/2019

Chief Financial Officer

Signature:

[Signature]

Date:

02 Oct 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/mailed to Controller:

Date: _____

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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

Updated 07/2019

16057 Kamana Road #B
Apple Valley, CA 92307
Phone (760) 946-9191
Fax (760)-946-9175

Reliable Nursing Solutions, Inc.
When Caring Counts!

AGREEMENT FOR SUPPLEMENTAL STAFFING SERVICES

This agreement is entered into this first day of October 1, 2019 by and between, Bear Valley Community Hospital District (hereinafter called Facility) and **Reliable Nursing Solutions, Inc.** (hereinafter “Agency”)

RECITALS

WHEREAS, Facility operates an acute care and/or other patient care facility; and

WHEREAS, Agency is a licensed temporary staffing agency in the business of providing supplemental staffing to medical care providers such as Facility; and

WHEREAS, Facility desires Agency to provide, when requested and on a **nonexclusive** basis, the highest quality, skill tested, supplemental staffing available;

NOW, THEREFORE, Facility and Agency hereby agree as follows:

ARTICLE 1.

SERVICES

1. Upon request by Facility, Agency shall use its best efforts to assign temporary, supplemental personnel (hereinafter “Staff”) to Facility in full compliance with all the provisions of this Agreement. Agency shall carefully screen Staff to determine their qualifications and competence prior to referring Staff to Facility. This screening by Agency shall include, but not be limited to, drug test, criminal background check, obtaining all pertinent information (hereinafter “pre-assignment Screening Information”) concerning the past employment, licensure, certifications, education and professional skills of Staff. All Pre-assignment Screening Information shall be made immediately available to Facility by Agency upon request. These records will be kept current at all times.
2. This Agreement does not constitute an exclusive engagement of Agency’s service by Facility, or a promise by Facility to meet all of its supplemental staffing needs through Agency. Agency is not prohibited from assigning Staff to other entities, and Facility is not obligated to use Agency exclusively or at all. To the contrary, Facility is free to use or not to use Agency as it deems fit in its sole discretion.

3. Agency agrees to provide Facility competent personnel (hereinafter “Qualified Staff”) as requested by Facility to meet Facility’s supplemental staffing needs. Qualified Staff shall have at least (6) months of full-time prior work experience in a United States Facility in the specialty area to which they would be assigned at Facility.

Qualified Staff shall also possess a valid, original license, to practice their profession in the state of California, as well as any other professional certifications required by the Facility for the practice of their specialty. Reliable Nursing Solutions Inc. will abide by and adhere to **JACHO** standards. The existence of the required work experience, licensure and/or professional certification shall be confirmed by Agency when it acquires the Pre-assigned Screening Information from Staff. Facility shall have the right to demand proof from Agency that any individual assigned to Facility by Agency satisfied the criteria for “Qualified Staff,” and Facility shall also have the right, in its sole discretion, to reject the assignment of any individual who it deems fails to satisfy the criteria for Qualified Staff.

ARTICLE 2.

REQUESTS FOR STAFF AND SCHEDULING

1. Qualified Staff must be on site within one hour, or less, of notification.
2. Prior to two (2) hours before the scheduled shift, Facility may change or cancel a request for Staff without incurring any liability for Agency. It shall be Facility’s responsibility to contact Agency whenever Facility changes or cancels any request for Staff.
3. If Staff is no longer needed by Facility after reporting for work and beginning their assignment, Staff may be called off by Facility. If Staff is called off by Facility, Agency shall be paid for the actual numbers of hours worked by Staff or four (4) hours, whichever is greater, per the rate structure for that Staff in effect at the time of the call-off. Agency shall be solely responsible for satisfying any reporting time pay obligation due to Staff under state or federal wage and hour laws.
4. If staff does not report for work to Facility as scheduled, or reports to work and does not satisfy the criteria for Qualified Staff, or is physically or emotionally incapable of performing his/her duties, or refuses an appropriate assignment, or has previously been placed on a “Do Not Send” list, or fails to display a photo identification badge provided by Agency, or fails to produce evidence of an original license or other appropriate credentials, Agency shall pay to Facility a “no show” fee of one (1) hour per the rate structure for that Staff in effect at the time. The determination that Staff does not satisfy the criteria for Qualified Staff or is otherwise incapable of performing assigned work

shall be made in good faith by and in the sole discretion of Facility. Facility shall immediately inform Agency once such a determination is made but Facility shall incur no debt or liability to Agency as a result of the determination.

5. Only Facility's designated employees or Director's are authorized to make requests for assignment of Staff from Agency. Any requests for Staff by anyone other than the above designee received by Agency shall not be honored and Facility will not be liable for payment for any Staff so requested. Agency shall report such requests to the above designee within one (1) hours.

6. The schedule of rates appended to this Agreement as Attachment A shall be the only schedule of rates charged to Facility by Agency and Agency shall not increase charges to Facility for Staff to offset overtime, employee benefits or other premiums paid to Staff by Agency.

7. All Staff assigned to Facility by Agency shall be employees of Agency and Agency shall be solely responsible for satisfying all state and/or federal wage and hour requirements applicable to said Staff. Overtime, premium pay and all employee benefits are the sole responsibility of Agency as the employer of Staff. In the event that any court, enforcement agency, government entity, arbitrator or other adjudicator determines that Facility is a joint employer of Staff for purposes of state and/or federal wage and hour laws. Agency agrees to fully defend and indemnify Facility for any liabilities that may be imposed on Facility as a result and defend such claims.

ARTICLE 3.

ASSIGNMENTS, TRAINING AND POLICIES AND PROCEDURES

1. Facility has and retains the sole discretion to assign duties, shifts, units, assignments, etc., to Staff during hours worked at Facility.

2. If Facility concludes, in its sole discretion, that Staff assigned to Facility by Agency are not performing their duties in a satisfactory manner or that Staff otherwise fail to satisfy the criteria for Qualified Staff, said Staff shall not be permitted to continue working at Facility and Facility shall be under no obligation for fees or costs to Agency for such Staff. Under such circumstances, Facility may immediately terminate Staff's assignment and ask Staff to leave Facility property. Facility shall immediately inform Agency of any such action, but Facility shall have no obligation to pay Agency for Staff so released and Facility shall have no further financial obligation to Agency with respect to such Staff.

3. While working at Facility Staff must comply with all applicable state and federal laws and regulations and with all Facility policies and procedures.

4. Facility shall provide written information to Agency for the purposes of orienting Staff prior to their first assignment at Facility. This information shall be provided to Staff

by Agency and shall address relevant Facility policies and methods of delivering nursing care. When Staff first commences work at Facility, Facility shall provide Staff with information about the locations of emergency exits, how to call an emergency, the location of the emergency charts and other information which Facility requires Staff to know.

5. Agency will submit to Facility an invoice for services on a weekly basis. Facility agrees to satisfy invoice adhering to agreed upon payment terms.

ARTICLE 4.

EMPLOYMENT STATUS

1. Staff assigned by Agency to Facility under this Agreement are employees of Agency and are not employees or agents of Facility.

2. Agency has, retains and will continue to bear sole, exclusive and total legal responsibility as the employer of Staff. This responsibility shall include, but not be limited to, the obligation to ensure full compliance with and satisfaction of:

All state and federal wage and hour requirements.

All Worker's Compensation insurance requirements; and

All other applicable state and federal employment law requirements arising from Agency's employment of Staff, the assignment of Staff to Facility and/or the actual work of Staff at Facility.

3. Agency agrees to hold Facility harmless, and defend and indemnify Facility of/from any legal action or claim imposed against Facility or Facility's employees, that are predicated in any matter on a finding by any court, enforcement agency, government entity, arbitrator or adjudicator that Staff are joint employees of Agency and Facility.

4. The Facility and its affiliates acknowledge that Agency has expended and will continue to expend substantial time, effort and money in training its employees in the operation of each program. ~~The Facility therefore agrees that neither it nor its affiliates will hire an employee or former employee of Agency who has worked at Facility during the preceding twelve (3) months so long as this Agreement shall remain in effect.~~

ARTICLE 5.

QUALIFICATIONS, AGENCY HIRING AND DISCIPLINE OF STAFF

1. Facility may, in its sole discretion, require Staff to take Facility's medication and clinical skills test. All Staff are subject to approval by Facility prior to placement. Staff will professionally, ethically and diligently carry out their responsibilities hereunder in order to serve the best interest of Facility's patients and Facility.

2. All Staff supplied by Agency shall be appropriately screened by Agency in accordance with the terms of the Agreement and policies and procedures consistent with the then-current standards of the Joint Commission of Accreditation of Healthcare Organizations.

3. Agency shall not unlawfully discriminate against its employees, contractors, and staff of agents and will fully comply with any state and federal anti-discrimination and employment related regulations, statutes and judicial decisions. In the event that any court, enforcement agency, government entity, arbitrator or other adjudicator find for purposes of employment discrimination liability that Staff are joint employees of Agency and Facility, Agency shall fully defend and indemnify Facility against any and all legal claims asserted against Facility or Facility's employee, that are predicated in any manner on such a finding of joint employment per the terms of all the indemnification provisions of this Agreement.

4. The following documentation must be available to Facility by Agency, or Agency must cause Staff to provide, for all Staff:

- A) Proof of current original licensure and appropriate certification in the State of California.
- B) Proof of minimum of one (1) year's full time experience (including registry) in an acute care setting within three (3) years of assignment to Facility, or Facility's determination of appropriate length of experience.
- C) Competency for area of work.
- D) Evidence of Infectious Control, Safety and Body Mechanic training.
- E) Proof of current/valid BLS, ACLS, NALS and other pertinent certifications as appropriate for areas assigned to.
- F) Proof of compliance with applicable immigration laws and maintenance of current I-9 documentation.
- G) Current physical, within past twelve months; MMR; current PPD or Chest X-Ray; Hep B or waiver.
- H) Staff must be able to speak, write and read the English language sufficiently to communicate with patients and staff and to complete required documentation.
- I) Each Staff member shall present, upon arrival at Facility, and wear a photograph identification supplied by Agency or such Staff shall be deemed as "not qualified" under the terms of this Agreement.

5. Facility shall communicate its dress code and requirements to Agency. Staff assigned to Facility must comply with these requirements, or they shall be considered as failing to satisfy the criteria for "Qualified Staff" under the terms of this Agreement.

6. Agency shall immediately investigate any complaint against Staff received by Agency or Facility or made by Facility. A written report, stating the investigative findings and Agency's action, shall be filed with Facility within ten (10) working days of the complaint. Facility shall have no obligation to pay Agency for time worked by Staff in such time involving misconduct by Staff. For offenses resulting in a state licensing

board of investigation, hearing or other proceeding, all investigative and hearing expenses will be borne by Agency. Such investigations shall not involve Facility staff, employees, medical staff, volunteers, agents, etc., or records. No permission is hereby granted to Agency for access to Facility records.

7. Agency shall treat all Staff assigned to Facility as employees for federal, state and local tax withholding purposes and not as independent contractors.

ARTICLE 6.

FEES AND INVOICING

1. Hourly rates charged Facility for employee are listed in Attachment A. These rates shall be effective the date of this Agreement. These rates represent the entire rate to be charged to Facility for Staff and are not subject to adjustment for any reason, including but not limited to, overtime, premium pay, differentials, etc.

2. Agency will invoice Facility weekly for services provided hereunder, and such invoices shall be subject to the credit terms set forth in this contract. All invoices shall be serially numbered and shall contain the following information by specific Facility unit:

- a. Staff's name
- b. Staff's license number (if applicable)
- c. Date worked
- d. Shift worked
- e. Total hours worked
- f. Hourly rate
- g. Total charge
- h. Additional charges identified

Credit terms are net 30 from invoice date. In the event Facility fails to pay in 30 days, a late charge may be assessed.

Holiday rates will be billed at time and one half the normal bill rates.

Recognized legal holidays are:

New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Christmas Day. Holiday hours will be billed the eve of and the day of the holiday: All shifts starting after 6pm on the eve of the holiday until 6pm the day of the holiday.

Facility reserves the right to correct errors on invoices or bills and pay to Agency only corrected amounts and Facility shall not be charged any penalties, interest, late fees, etc., on amounts deducted in good faith from any invoice.

Any assignees, successors or holders of Agency interest under this Agreement shall be bound by the terms of the Agreement in full, including 6.4 above.

ARTICLE 7.

INSURANCE

Agency shall purchase and maintain during the duration of this Agreement and after the expiration of this Agreement as provided below, the following insurance coverage:

- a. Worker's Compensation and employer's liability coverage for Agency's legal and statutory obligations for damages due to bodily injuries either by accident or disease, occurring to Agency's employees, agents or servants as a result of employment.
 - b. General Liability covering Agency, its agents, employees and servants for bodily injury, personal injury or property damage claims arising out of premises, products or activities of Agency. Minimum limits of liability for the above coverage shall be \$1 million per occurrence and \$3 million aggregate for bodily injury and property damage.
 - a. Professional Liability covering Agency, its agents, employees and servants for bodily injury and personal injury claims of patients arising out of the rendering or failure to render care by Staff, Agency or its agents, employees and servants. Minimum limits of liability shall be \$1 million per incident and \$3 million annual aggregate. In the event such coverage is through a "claims made" policy and is either canceled, replaced or non-renewed, Agency shall obtain and maintain extended coverage ("tail") insurance covering occurrences during the effective period of this Agreement.
 - b. Unemployment insurance as required by law for all employees.
1. The policies required hereunder shall provide for written notice to Facility at least thirty (30) days prior to the cancellation or modification of any above-mentioned insurance.
 2. Agency shall provide Facility with certificates of insurance as evidence that all coverage required under this Agreement have been obtained and are in full force and effect. Facility shall be named on all policies required under this Agreement as an additional insured per the requirements of this Agreement. Certificates of insurance will be supplied within five (5) days of effective date of this Agreement or the effective date of any renewal period of this Agreement. Such policies and the insurers there under shall be subject to reasonable and good faith approval by Facility.

ARTICLE 8.

TERMS

1.1 This contract will remain in effect for a term of one (1) year from date of contract, to be reviewed annually. Upon agreement by both parties and approval of bill rates this contract may extend utilizing an extension agreement.

ARTICLE 9.

SURVIVAL OF CERTAIN OBLIGATIONS

This Agreement may be terminated by either party, in writing, with thirty (30) day's advance notice, with or without cause. Termination of this Agreement shall not affect any obligation of either party which has not accrued prior to such termination.

ARTICLE 10.

ACCESS TO BOOKS AND RECORDS

1. At any time during or after the term of this Agreement, all books, documents and records of Agency relating to Agency's performance under this Agreement, including without limitation all federal, state and local tax withholding and other filings and records related to Worker's Compensation, shall be available for reasonable inspection at any time during Agency's normal business hours.

2. During the term of this Agreement, Facility shall have the right to audit Agency hiring, personnel or employment records, including employee personnel files (subject to state laws governing employee personnel files) at any time during Agency's normal business hours.

ARTICLE 11.

INTEGRATION

1. This document contains the entire Agreement between the parties hereto and supersedes any and all prior negotiations, commitments, agreements and understandings between the parties. No representations or warranties, whether express or implied, have been made by any party except as expressly stated herein.

2. No supplement, amendment or modification to this Agreement shall be of any force or effect unless in writing and signed by both parties.

ARTICLE 12.

ARBITRATION

All disputes arising under, in connection with, or concerning the interpretation, enforcement or breach of this Agreement shall be arbitrated at any time by the San Bernardino office of the American Arbitration Association in accordance with its applicable commercial rules. The losing party shall pay the reasonable attorney's fees and costs of the prevailing party in the arbitration, as well as with respect to any procedure or litigation, including any appeal, related to any arbitration award or judgment and/or the enforcing and/or collection of any such judgment or award. The parties intend that the Arbitrator shall have the broadest power possible to conclusively resolve all such disputes, and that no judicial review shall be made of the Arbitrator's decision on any grounds, including public policy, except for fraud or corruption in or by the Arbitrator or lack of due process in the Arbitration hearing.

ARTICLE 13.

NOTICES

Any notice to be made in connection with this Agreement shall be in writing and shall be deemed effectively given when delivered in person or sent by registered or certified mail, telegram or telex by one party to the other party as follows:

Facility: Bear Valley Community Hospital District
 Attn: Erin Wilson, H/R Director
 PO Box 1649
 Big Bear Lake, CA 92315

Agency: Reliable Nursing Solutions, Inc.
 Carol Grigsby
 16057 Kamana Road #B
 Apple Valley, CA 92307

Or such other address as any party may specify by written notice to the other.

ARTICLE 14.

INDEMNIFICATION

Agency shall save and hold Harmless from and against and shall defend and indemnify Facility for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to any property by reason of any act, neglect, default or omission of Agency or any of its agents, staff, subcontractors, employees or other representatives. If Facility is sued in any court of law or a claim for damages by reason of any of the acts of Agency, its agents, subcontractors, employee or other representatives referred to in this section is made, Agency shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge, judgment or settlement that may be rendered in any such action or claim. If Agency fails or neglects to so defend said action or claim, Facility may defend the same and any expenses, including reasonable attorney's fees, which Facility may pay or incur in defending said action or claim and the amount of any judgment or claim which Facility may be required to pay shall be promptly reimbursed by Agency upon demand.

ARTICLE 15.

ASSIGNMENT

Neither party may assign any rights nor delegate any duties hereunder without the express prior written consent of other. However, Facility, in its sole discretion, may assign any rights and delegate any of its duties under this Agreement to its parent organization, or to any of its subsidiaries or affiliated organizations.

ARTICLE 16.

SEVERABILITY

If any part of this Agreement is held by a court of competent jurisdiction of California or federal law to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

ARTICLE 17.

HEADINGS

The subjects of headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of the Agreement.

ARTICLE 18.

RELATIONSHIPS OF THE PARTIES

Agency is performing the services and duties hereunder as an independent contractor and not as an employee, agent, partner of or joint venture with Facility.

ARTICLE 19.

Facility retains professional and administrative responsibility for services rendered. (Title XXII Section 70713.)

ARTICLE 20.

PERFORMANCE IMPROVEMENT

Agency shall participate in Facility's Performance Improvement program, and shall submit to Facility's Performance Improvement Director, no less than annually, a report of the services monitored.

ARTICLE 21.

COMPLIANCE

Agency acknowledges that the Facility's Corporate Compliance Program applies to services and obligations described herein. The Compliance Program is intended to prevent fraud and abuse, false claims, anti-trust and anti-kickback violations, and conflicts of interest. The Compliance Program requires and it is hereby agreed that any regulatory compliance concerns shall be promptly reported to the Facility's Compliance Officer.

Agency represents that neither it nor its employees: (a) have ever been convicted of, or indicted for, a crime related to health care, or listed by a Federal Agency as debarred, excluded or otherwise ineligible for participation in a federally-funded health care program (or notified of such action); or (b) have otherwise engaged in conduct for which a person can be so convicted, indicted listed. Agency agrees not to employ any person in connection with any of the work to be performed under this Agreement who has been so convicted, indicted, listed or notified. Agency further agrees to notify Bear Valley Community Hospital District in the event of any such conviction, indictment, listing or notification pertaining to it or an of its employees arising during the term of this Agreement of the three (3) year period following termination or expiration of this Agreement. Upon receipt of such notice by Bear Valley Community Hospital District, or if Bear Valley Community Hospital District becomes aware of such information, Bear Valley Community Hospital District shall have the right to terminate this Contract

immediately, if such Agreement is still in effect. Agency agrees to defend, indemnify and hold harmless Bear Valley Community Hospital District from any and all loss or liability, including civil money penalties, arising from Agency's misrepresentation of the foregoing information or failure to provide notification required under this section. This section shall survive termination of this Agreement.

ARTICLE 22.

CONFIDENTIALITY

Agency understands that patient records are the property of Facility and are not to be removed from the premises under any circumstances.

Agency agrees to abide by the all current and future **HIPAA regulations**.

Failure to abide by the terms of the Agreement shall be cause for immediate termination of the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

By: *Bear Valley Community Hospital District*

By: *Reliable Nursing Solutions, Inc.*

Carol Grigsby, President

Date: _____

Date: _____

***Attachment A attached
October 1, 2019***

**Attachment “A”
Per-diem Bill Rates
Effective: October 1, 2019**

<u>License:</u>	<u>Rate per Hour</u>
Registered Nurse	\$ 60.00
LVN	\$ 38.00
C NA	\$ 28.00
ER TECH	\$ 28.00
RCP	\$ 65.00

All rates are billed double-time after the first 12 hours of each shift.

A (4) hour minimum will apply for all shifts.

All invoices are submitted with signed and approved sign-in sheets.

The following Holidays are billed at time and one half for the entire shift:

New Years Day, Christmas Day, 4th of July, Thanksgiving, Memorial Day, Labor Day. All shifts starting after 6pm on the eve of the holiday until 6pm the day of Holiday are considered Holiday pay

Approved: _____

Date: _____

**Attachment “B”
Contract Bill Rates
Effective: October 1, 2019**

<u>License:</u>	<u>Rate per Hour</u>
------------------------	-----------------------------

Registered Nurse	\$ 70.00
-------------------------	-----------------

All rates are billed double-time after the first 12 hours of each shift.

A (4) hour minimum will apply for all shifts.

All invoices are submitted with signed and approved sign-in sheets.

The following Holidays are billed at time and one half for the entire shift:

New Years Day, Christmas Day, 4th of July, Thanksgiving, Memorial Day, Labor Day. All shifts starting after 6pm on the eve of the holiday until 6pm the day of Holiday are considered Holiday pay

Approved: _____

Date: _____



Big Bear Fire Authority

for Bear Valley Healthcare District
October 9, 2019

Current Response Performance



- 4,060 responses in 2018
- 112 level zeros in 2018; 50% more than previous year
- Average Response Time 9:20
- Staffing has not increased in 15 Years

What We Have Done to Reduce Expenses

- Based on 5-Year Historical Cost Projections
 - \$1,020,271 annual savings due to merger
- Firefighters earn 50% or less of the median for comparable agencies
- Post Retirement healthcare terminated
- Pension Rate Change
 - \$1,186,325 annual saving due to consolidation

Tax Measure Failure: Options

- **Daily Staffing Reduction from 13 to 11 Firefighters**

- Closure of Sugarloaf Station
- Reduces emergency medical services, prevention of life or property loss and increases response times.
- Residents will experience fire department emergency response failures.

- **Try Again**

- **Alternate Service Delivery Provider**

Loss of Big Bear Fire means loss of local control and local knowledge

- **San Bernardino County Fire Annexation**
 - \$157 tax without a vote
- **California Department of Forestry and Fire Protection Contract (CAL FIRE)**



WHAT WILL IT COST?

VISITORS AND COMMERCIAL

Ski Resorts

\$750,000

Transient Occupancy Tax (TOT)

1%

Hotels/Motels/Timeshares

\$78 Per Unit

Private Home Rentals

\$78 Per Bedroom

Commercial Properties

\$0.06 Per Square Foot

Commercial Vacant

\$35 Per Parcel

RESIDENTIAL PROPERTY OWNERS

Residential Properties

\$0.06 Per Square Foot

Vacant

\$35 Per Parcel



HOW MUCH REVENUE IS GENERATED?

<u>REVENUE SOURCE</u>	<u>ADDITIONAL REVENUE</u>	<u>% OF TOTAL</u>
<u>VISITORS AND COMMERCIAL</u>		
Includes ski resorts, commercial properties, hotels, motels, time shares and private home rentals.	\$2,171,240	53%
<u>RESIDENTIAL PROPERTY OWNERS</u>		
Parcel tax of 6 cents per square foot of living space and \$35 per vacant lot.	\$1,961,150	47%
GRAND TOTAL	\$4,132,390	100%



HOW WILL IT BE SPENT?

Fund Current Operating Deficit and Ongoing Operational Costs	1,780,764
Hire 3 Firefighter/Paramedics for the Big Bear City Station	537,906
Hire 3 Firefighter/Paramedics for the Sugarloaf Station	537,906
Hire 6 Firefighter/Paramedics to Staff an Additional Ambulance	1,325,814
TOTAL	4,182,390

QUESTIONS





Board Report

October 2019

Consulting Plan FY20

The following engagements are currently planned:

- Urgent Care Pro Forma
- Cost Report Review
- Contractual Accounts and Bad Debt Review
- Managed Care Contract Review
- Compliance Risk Assessment

Managed Care Contract Review

John Friel, Garth Hamblin and Ron Vigus determined scope of engagement with QHR Managed Care consultant. The consultant has requested data from the hospital and will be reviewing contracts to determine compliance with payment terms by the insurance companies.

Community Health Needs Assessment

The draft report has been sent to management for review.

Upcoming Education Events – October Webinars (all times Central):

Quality Update: Population Health

Tuesday, October 1, 2019 | 10:30 am - 11:30 am CST

Board Leadership Webinar - October

"Quality as Your Competitive Advantage"

Tuesday, October 8, 2019 | 12:00 pm - 1:00 pm CST

Compliance Officer Hot Topics: HIPAA Privacy & Security Touch Base

Tuesday, October 15, 2019 | 10:30 am - 11:30 am CST

Clinical Documentation Webinar

Tuesday, October 22, 2019 | 10:30 am - 11:30 am CST

Supply Chain: Care Variation

Thursday, October 24, 2019 | 10:30 am - 11:30 am CST

Topic: Supply Chain: Care Variation - Reducing Supply Utilization

Classroom:



QHR Lean Healthcare Green Belt Certification Course

October 7-10, 2019

CAH Reimbursement & Medicare Cost – Reporting Boot Camp

October 15-18, 2019

Other

- Ron Vigus is planning to attend the Board meeting.

Upcoming Projects

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

Completed Projects



CNO Monthly Report

TOPIC	UPDATE
1. Regulatory	<ul style="list-style-type: none"> Survey Readiness training was held for Department Managers. Continual Survey Readiness packet will be available on the intranet and distributed to staff.
2. Budget/Staffing	<ul style="list-style-type: none"> Overtime and call offs are assessed each shift. Flexing of staff is done daily as warranted by census.
3. Departmental Reports	
<ul style="list-style-type: none"> Emergency Department 	<ul style="list-style-type: none"> ED team is working on sepsis policy implementation. Telepsych implementation in process. Arrowhead Regional Medical Center was on site to discuss recent implementation of their transfer center and opportunities for further collaboration. ED Communication workgroup met to discuss beside shift report and post discharge follow up phone calls.
<ul style="list-style-type: none"> Acute 	<ul style="list-style-type: none"> Swing Census currently at 1. Education provided at staff meeting regarding readmission tools and teach-back education methods.
<ul style="list-style-type: none"> Skilled Nursing 	<ul style="list-style-type: none"> SNF census at 16 residents Implementing action plan from SCORE survey feedback. Taco party was held for August candlelight.
<ul style="list-style-type: none"> Surgical Services 	<ul style="list-style-type: none"> Orthopedic procedures are being done weekly. Ophthalmic procedures are being done monthly. General surgery procedures are being done monthly. OR staff is working on central sterile certifications. Working with Plant Maintenance on renovation planning.
<ul style="list-style-type: none"> Case Management 	<ul style="list-style-type: none"> DON and Eligibility Worker are working on referrals for SNF residents and Swing patients.

	<ul style="list-style-type: none"> ▪ Case Management working on readmission tools, education packets and checklists. ▪ Attended HSAG readmissions workgroup.
<ul style="list-style-type: none"> ▪ Respiratory Therapy 	<ul style="list-style-type: none"> ▪ RT is preparing for capital purchases: ventilator, & baby warmer. ▪ New PD RT has started.
<ul style="list-style-type: none"> ▪ Physical Therapy 	<ul style="list-style-type: none"> ▪ PT volumes at budget ▪ Inservice for staff was held for “cupping” procedures. ▪ PT staff participated in the BVCHD health fair. ▪ New procedure table in use.
<ul style="list-style-type: none"> ▪ Food and Nutritional Services 	<ul style="list-style-type: none"> ▪ 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. ▪ First round of interviews for permanent Registered Dietician are in being held.
4. Infection Prevention	<ul style="list-style-type: none"> ▪ 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.
5. Quality Improvement	<ul style="list-style-type: none"> ▪ 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 are due at the October QI meeting.
6. Policy Updates	<ul style="list-style-type: none"> ▪ Policies reviewed weekly by Policy and Procedure committee.
7. Safety & Products	<ul style="list-style-type: none"> ▪ Workplace Violence training is being provided to all BVCHD staff. ▪ Workplace Violence reports are submitted to CalOSHA on an ongoing basis. ▪ Disaster coordinator attended CHA Disaster Conference. ▪ HICS Manager Training was held.

	<ul style="list-style-type: none"> ▪ Emergency Preparedness committee is planning for the Great ShakeOut Drill and the Statewide Medical and Health Exercise.
8. Education	<ul style="list-style-type: none"> ▪ BLS Classes scheduled monthly, ACLS & PALS scheduled quarterly ▪ Quarterly clinical skills day will be held 10/16/19.
9. Information Items/Concerns	<ul style="list-style-type: none"> ▪ Language interpretation (telephone and video) has been implemented. ▪ Attended Cardiology group open house.
Respectfully Submitted by: <i>Kerri Jex, CNO</i> <i>Date: September 30th, 2019</i>	

2019 Surgery Report

Jul-19		
Physician	# of Cases	Procedures
Critel - CRNA	3	LESIs
Critel - CRNA	1	SI Joint Injection
Critel - CRNA	1	Hip Injection
Pautz - DO	1	ORIF Metacarpal
Pautz - DO	1	ORIF Tibial Tubercle
Pautz - DO	1	ORIF Distal Radius
Pautz - DO	1	Hip Steroid Injection Under Fluoroscopic Guidance
Kondal - MD	1	Femoral Hernia Repair
Kondal - MD	1	Excision Lipoma Shoulder
Kondal - MD	1	Excision Cysts on Back
Tayani	0	Cataracts
Total	12	
Aug-19		
Physician	# of Cases	Procedures
Pautz - DO	1	Repair Malunion Radial Head
Pautz - DO	1	ORIF Radial Head
Pautz - DO	1	ORIF 5th Metacarpal
Pautz - DO	1	Arthrodesis DIP Joint Finger
Pautz - DO	1	Knee Arthroscopy
Pautz - DO	1	Knee Arthroscopy with Open Reconstruction MPFL
Critel - CRNA	1	Knee Injection
Critel - CRNA	1	Elbow Injection
Critel - CRNA	1	LESI
Tayani	0	Cataracts
Total	9	
Sep-19		
Physician	# of Cases	Procedures
Pautz - DO	1	Removal Hardware/4-Corner Fusion Wrist
Pautz - DO	1	Repair Non-Union Hand
Pautz - DO	1	Arthroscopy with ACL Reconstruction
Pautz - DO	1	ORIF Elbow
Pautz - DO	2	Arthroscopy Knee
Pautz - DO	1	Steroid Injeciton b/l Hips Under Fluoro
Critel - CRNA	2	Hip Injection
Critel - CRNA	3	Elbow Injection
Critel - CRNA	2	SI Joint Injection
Critel - CRNA	1	Knee Injection
Critel - CRNA	2	LESI
Critel - CRNA	1	Trigger Points
Critel - CRNA	1	Hand Injection
Kondal - MD	0	
Joson	1	Cataracts
Tayani	0	Cataracts
Total	20	



CHIEF EXECUTIVE OFFICER REPORT

September 2019

CEO Information:

BVCHD Foundation has scheduled the Pasquale Esposito Concert at the PAC on October 19. Tickets are available to purchase on the Performing Arts Center website.

BVCHD Annual Health Fair was conducted September 21, 2019. We had approximately 20 vendors and was another successful event.

BVCHD hosted the Chamber Mixer on September 24 featuring the Foundation and their upcoming fundraisers.

BVCHD hosted a "Lunch & Learn" to the Board of Realtors Members on September 16 and 19th. We provided information on services offered and showcasing the Foundation and their upcoming fundraisers.

We are on track of providing Echocardiogram services with a potential start date in late October.

The District received a notice from OSHPD advising us that Assembly Bill 2190 requires an attestation letter be submitted of our awareness of the January 1, 2030 seismic safety regulations or standards. A letter was submitted on behalf of the District. (Attachment)

John Friel taped an interview with KBHR regarding BVCHD services to be aired through October.

BVCHD Administration and quality staff attended the BETA Heart Membership Symposium and received the following recognitions. An announcement in the Grizzly with a picture is being developed.

- BETA Gem (Guiding Excellence through Member Sharing) Submitted Culture of Safety Newsletter
- Excellence in ED such as Implementing Best Practices in Education, focus this year is communication
- 2019 Domain I and Domain III for implementing transparent care through quality improvement measures



August 21, 2019

Office of Statewide Health Planning and Development
Facilities Development Division
2020 West El Camino Avenue, Suite 800
Sacramento, CA 95833

To whom it may concern,

I hereby attest that Bear Valley Community Healthcare District and the Board of Directors is aware as of January 01, 2030 we are to meet seismic safety regulations or standards.

We are submitting an attestation letter as required by Assembly Bill 2190.

I declare that the above statement is true and accurate to the best of my knowledge.

Sincerely,

A handwritten signature in black ink, appearing to read "John Friel", is written over the word "Sincerely,".

John Friel
CEO

Quorum Board Minutes

Addressing Changes in the Healthcare Landscape



Government Expansion of Population Health Management and Opioid Treatment Programs

September 2019

Several regulatory updates should be on your radar as you work with your hospital leadership team to ensure you provide the right services to your community. This issue of Board Minutes provides a summary of opioid treatment programs and reimbursement for OUD in the practice setting as well as population health management and payable services including telemedicine initiatives. We encourage you make this subject a focal point of your next Community Health Needs Assessment (CHNA). For more information on this topic, listen to the recent **Webinar by John Waltko**, which goes into detail about these changes.

Overview

If your hospital or physician clinics utilize telehealth in substance abuse treatment, you may be eligible for more reimbursement through Medicare. The Centers for Medicare & Medicaid Services recently recommended creating new bundled episodes of care for the treatment of opioid use disorders (OUDs).

Opioid deaths in the U.S. have reached epidemic levels over the last few years. According to federal data, overdose deaths from opioids, including prescription opioids, heroin, and synthetic opioids (like fentanyl) have increased almost six times since 1999. Overdoses involving opioids killed more than 47,000 people in 2017, and 36 percent of those deaths involved prescription opioids.

And as this trend of Opioid Use Disorders (OUDs) continues, the government has taken significant steps forward to increase access to care for the millions of people battling addiction throughout the country. Earlier this month, the president announced nearly \$2 billion in state and local funding to expand opioid treatments and gather case data across the country. According to the Department of Health and Human Services, "The funding will support 'expanding the use of medication-assisted treatment in criminal justice settings or in rural areas via telemedicine to youth-focused, community-based prevention efforts, recovery supports like employment coaching, and support for the distribution of naloxone,' as well as tracking opioid overdoses.

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.

Some of the new provisions include:

- Effective January 1, 2020, CMS has proposed for patients to be able to receive substance abuse or co-occurring mental health disorder treatments from home via telehealth.
 - ♦ These services would be payable under the Medicare program.
 - ♦ CMS has proposed new codes to describe a bundled episode of care for treatment of opioid use disorders covered by Medicare, including the overall management, care coordination, individual and group psychotherapy, and substance use counseling.

Providers must meet specific requirements to participate in the OUD treatment program as well as how hospitals can bill for services. Participating facilities must:

- Enroll in the program to undergo a CMS survey and receive a new provider number for the Opioid Treatment Programs.
- Receive SAMHSA certification and accreditation.
- Meet CMS Requirements for billing of services, which includes period surveys.

Discuss

Talk with your leadership team and QHR RVP about the benefits of establishing an opioid treatment program in conjunction with existing medical staff or other physicians and counselors within the community.

Read More on this Topic :

CMS Fact Sheet: Proposed Policy, Payment, and Quality Provisions Changes to the Medicare Physician Fee Schedule for Calendar Year 2020
CNBC: Trump Speaks on Opioid Epidemic, Announces Nearly \$2 Billion in Local and State Grants to Tackle Crisis

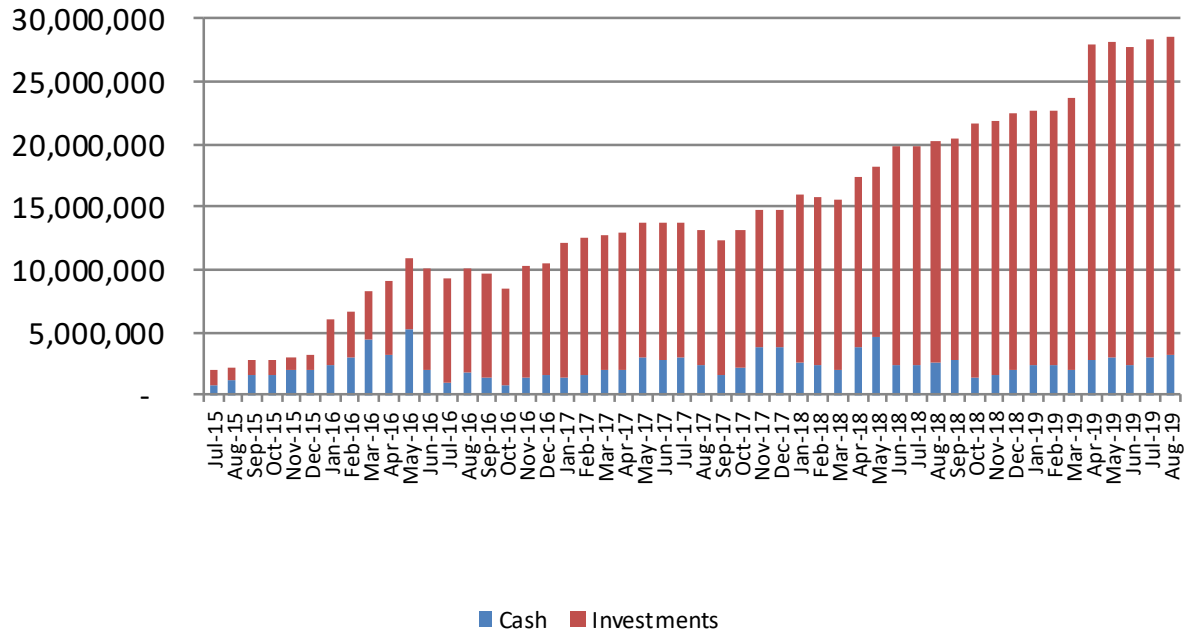


Finance Report
August 2019 Results

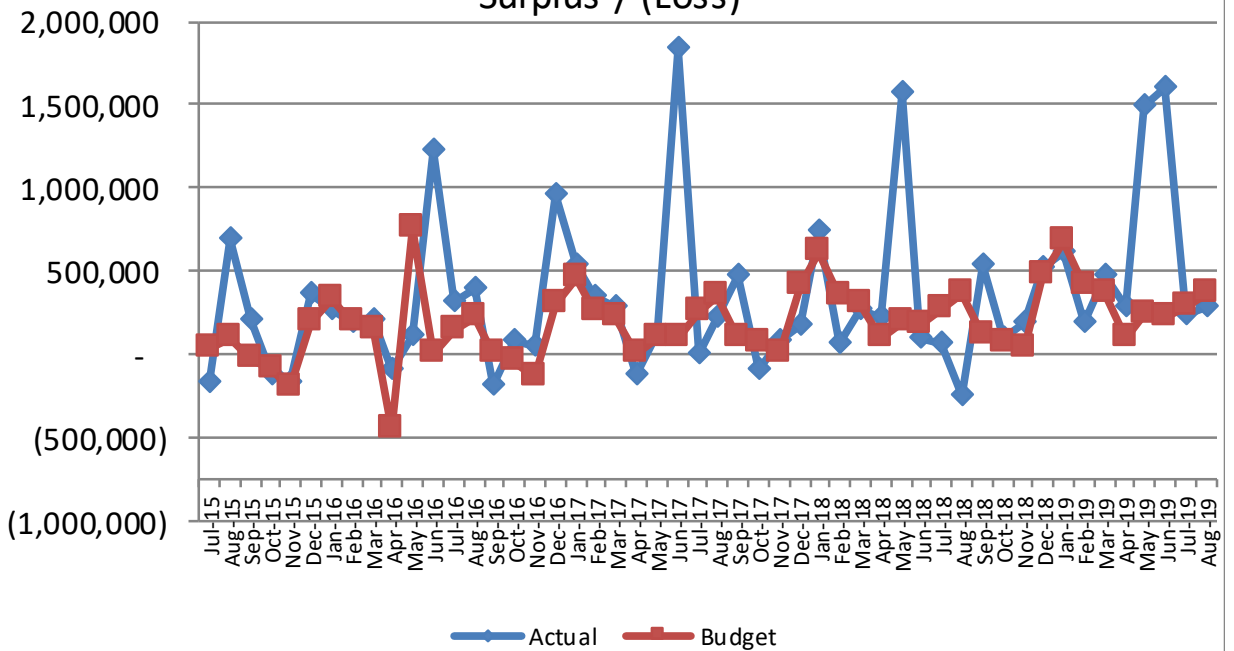
Summary for August 2019

- Cash on hand \$ 3,178,068
Investments \$25,298,992
- Days Cash on hand, including investments with LAIF – 430
- Surplus of \$291,483 for the month was under our budget of \$368,085
- Total Patient Revenue was under Budget by 2.3% for the month
- Net Patient Revenue was 3.3% under budget.
- Total Expenses were 2.6% lower than budget

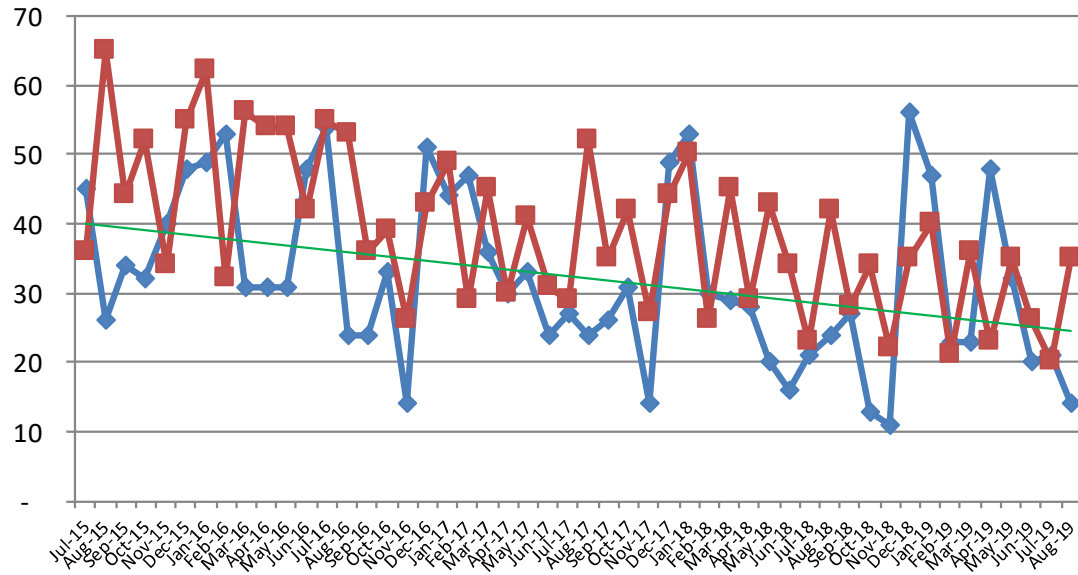
Cash & Investments



Surplus / (Loss)

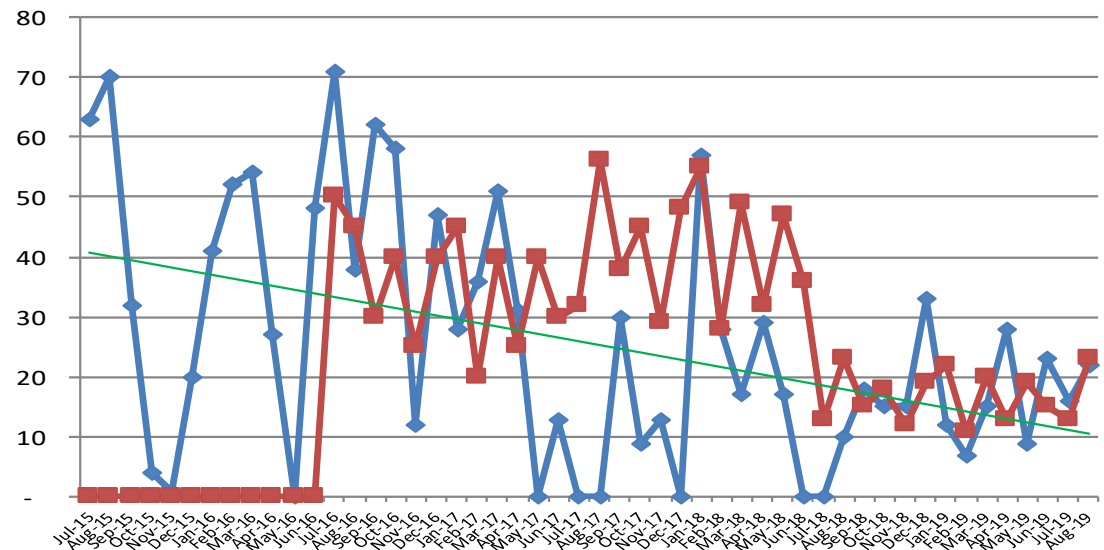


Patient Days - Acute



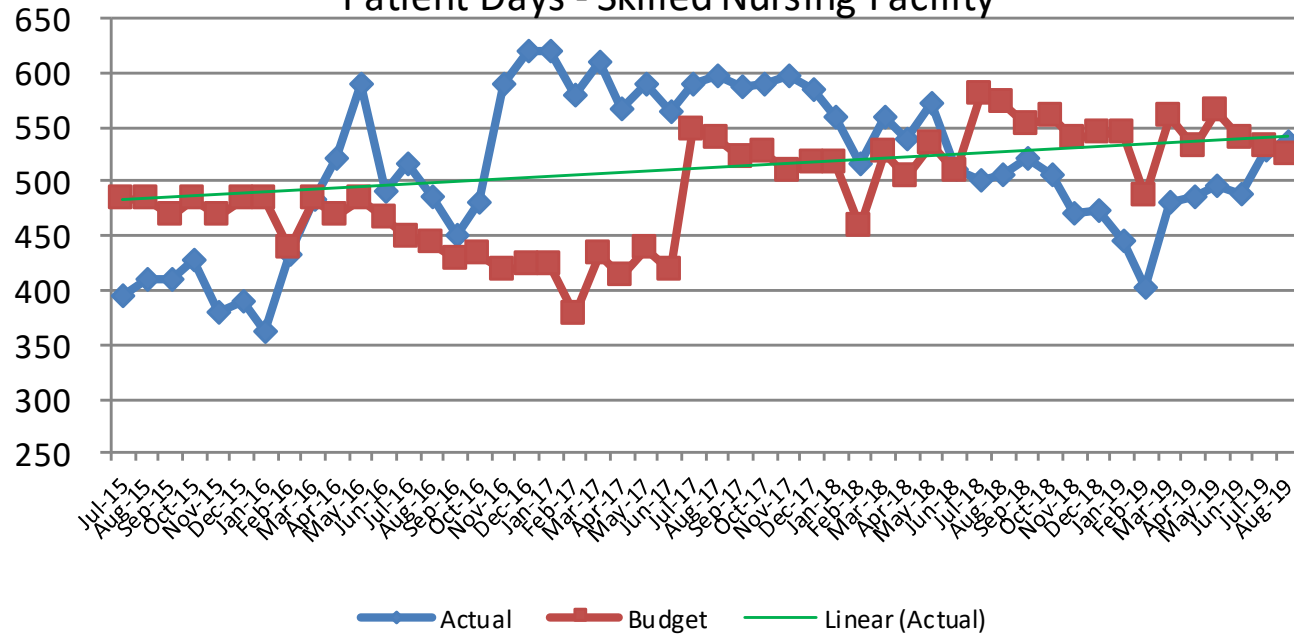
Actual Budget Linear (A

Patient Days - Swing

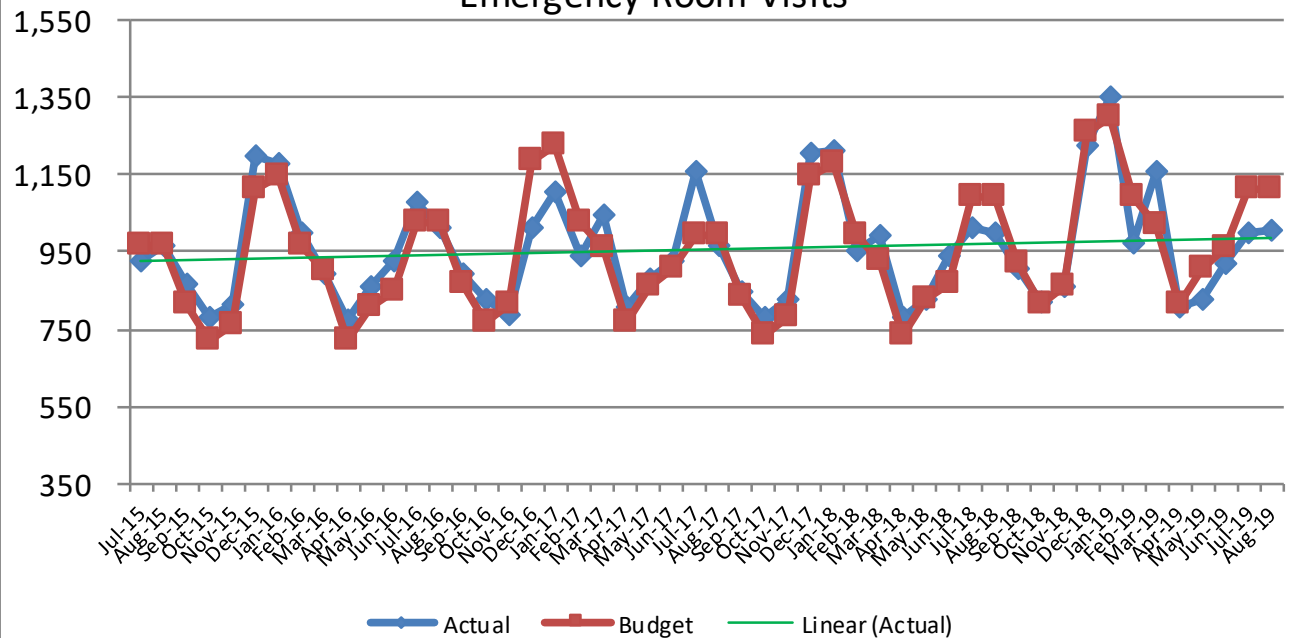


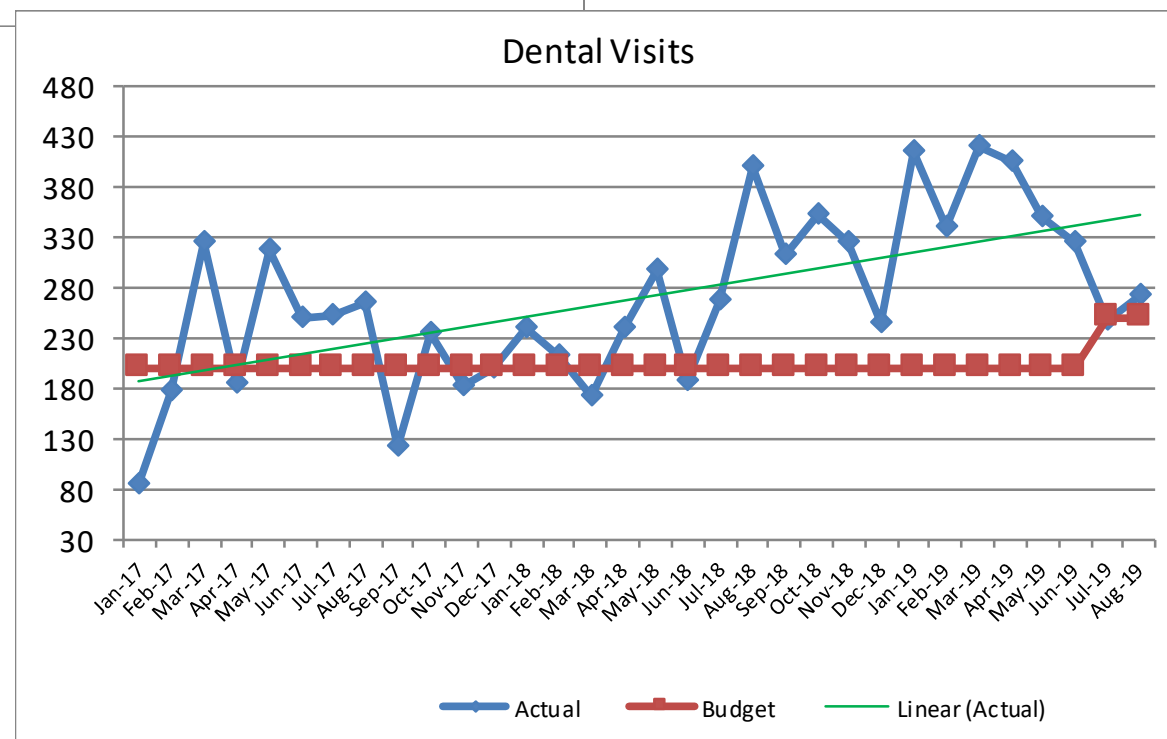
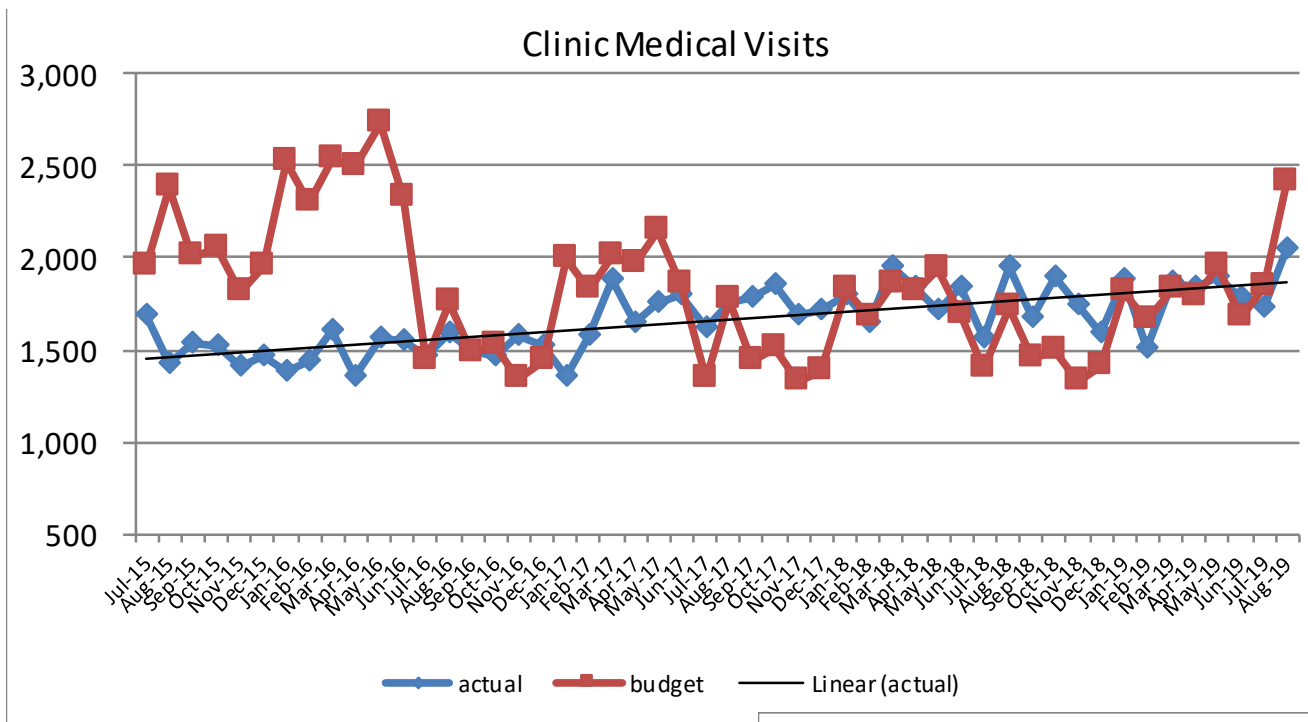
Actual Budget Linear (Actual)

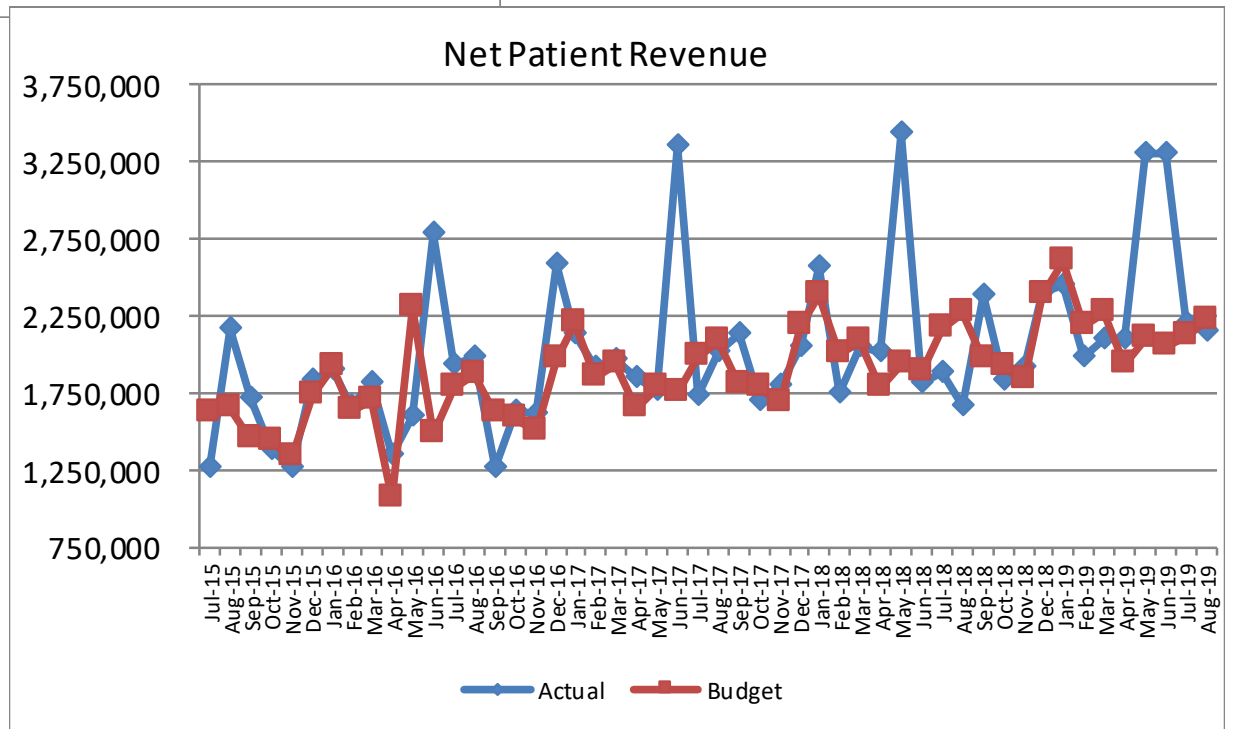
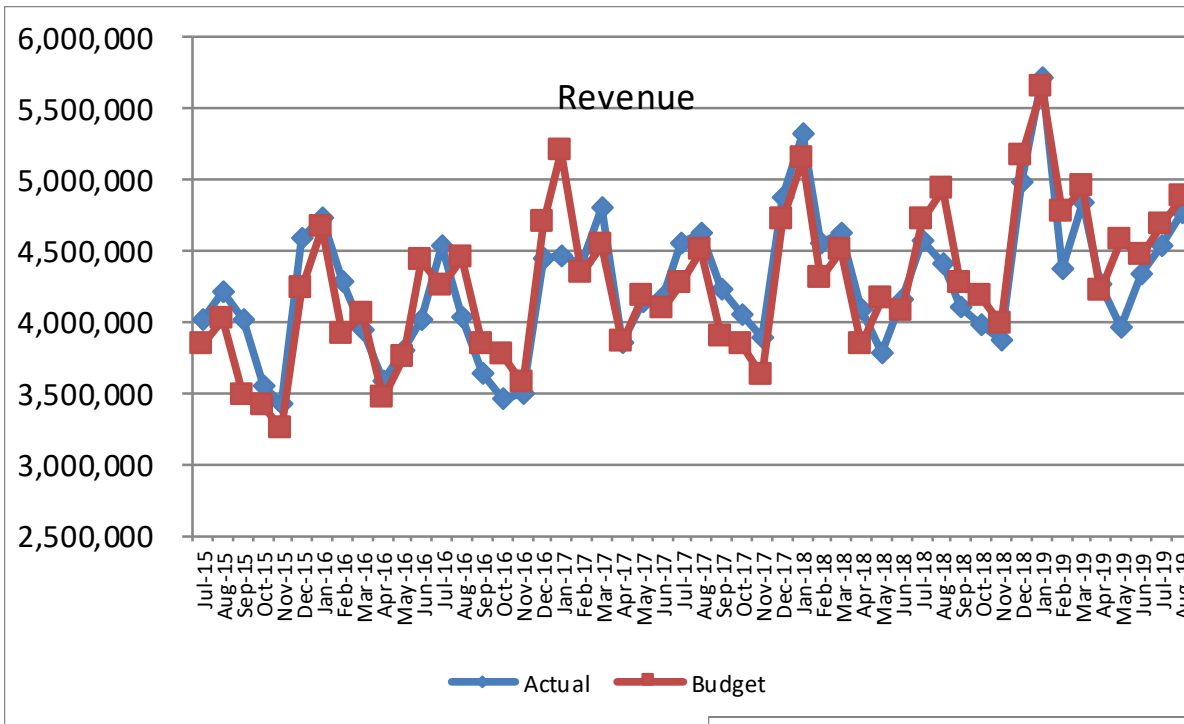
Patient Days - Skilled Nursing Facility



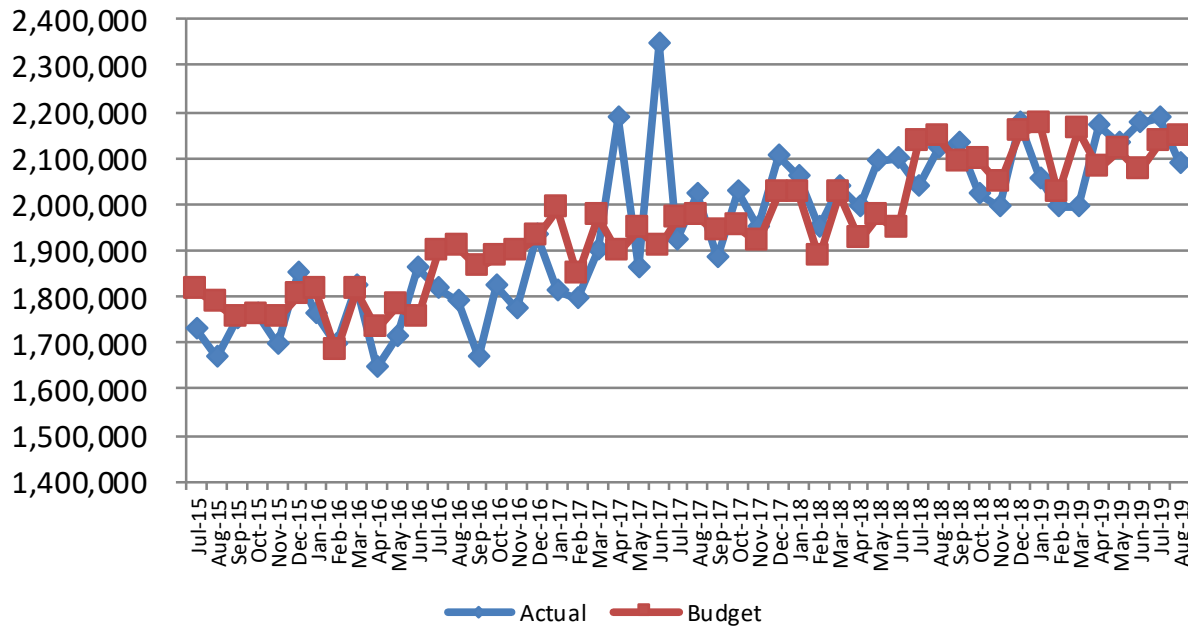
Emergency Room Visits



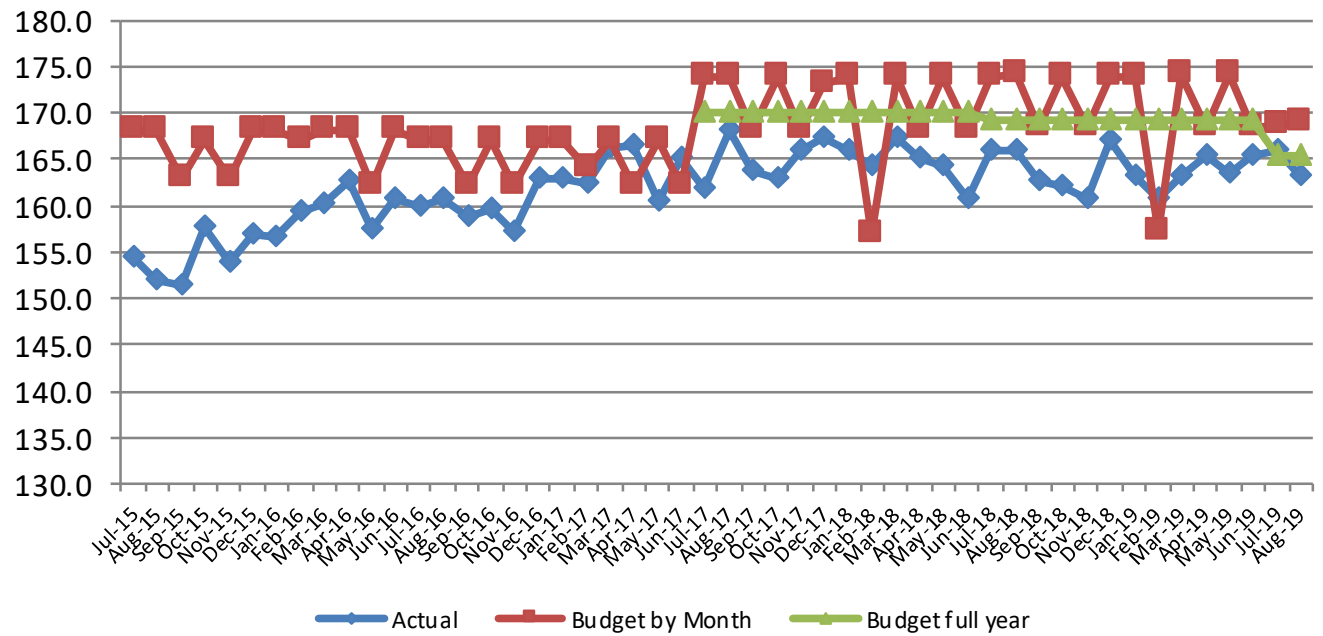




Total Expenses



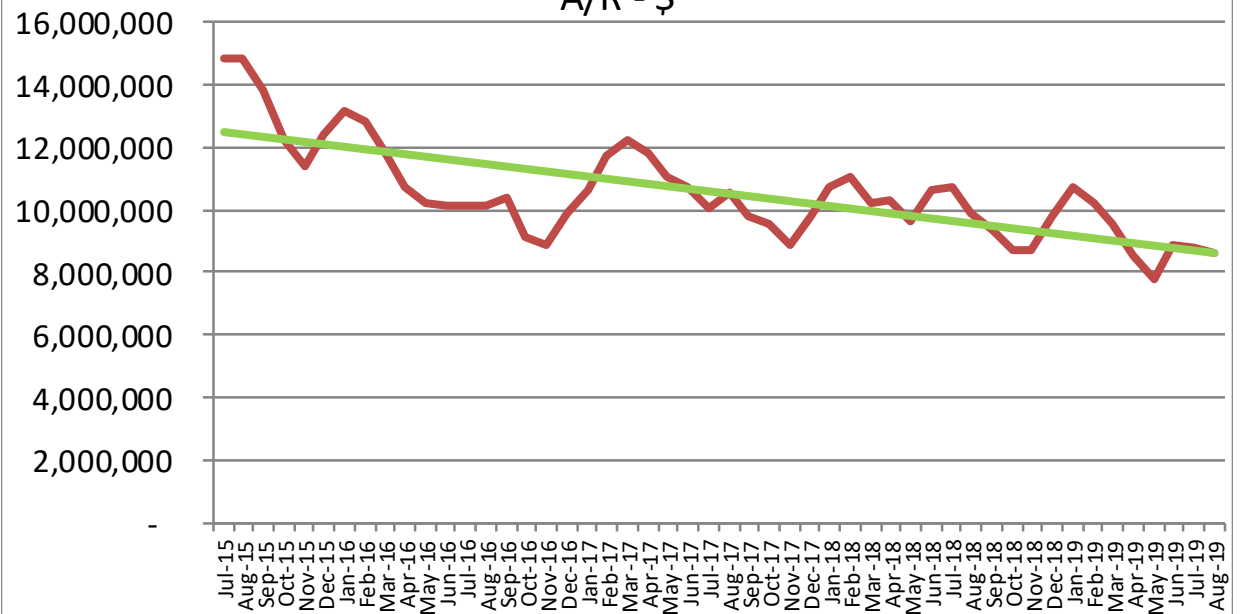
FTE



A/R - Gross Days



A/R - \$





August 2019 Financial Results

For the month . . .

Total Patient Revenue for August 2019 was \$4,771,490 - this was \$110,865 or 2.3% less than budget. Emergency Room and Skilled Nursing Facility both had Revenue over budget. Inpatient, Outpatient and Clinic Revenue were under budget.

Revenue deductions of \$2,623,196 were less than budget by 1.4%.

Total Expenses of \$2,087,141 were 2.6% lower than budget.

Our surplus for the month of August 2019 was \$291,483. This was \$34,021 lower than the budgeted amount for the month.

Our Operating Cash and Investments total \$28,477,060 as of the end of month. Total days cash on hand as of the end of August 2019 are 430.

Key Statistics

Acute patient days of 14 less than half of the budgeted number. Swing days of 22 just one fewer than the budgeted number. Skilled Nursing Facility days of 535 were 2% more than budget – our Average Daily Census was 16.9. ER Visits of 1,004 were 9.7% under budget. Clinics Medical visits were under budget. Dental visits were 8.8% more than budget. The budget for the new Fiscal Year is higher based on the higher number of visits we have been seeing.

FTE were under budget for the month.

Year To Date - Through the first 2 months of our Fiscal Year

Total Patient Revenue is 2.7% lower than budget

Total Operating Revenue is 3.0% lower than budget

Total Operating Expenses are 0.1% lower than budget

Our Surplus of \$538,521 is \$110,624 under budget, but \$725,264 more than the first 2 months of last year

Bear Valley Community Healthcare District
Financial Statements August 31, 2019

Financial Highlights—Hospital
STATEMENT OF OPERATIONS

	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	4,407,382	4,771,490	4,882,355	(110,865)	-2.3%	8,978,166	9,298,804	9,557,776	(258,972)	-2.7%
2 Total revenue deductions	2,740,687	2,623,196	2,659,976	(36,780)	-1.4%	5,423,221	4,941,545	5,209,242	(267,697)	-5.1%
3 % Deductions	62%	55%	54%			60%	53%	55%		
4 Net Patient Revenue	1,666,694	2,148,293	2,222,379	(74,086)	-3.3%	3,554,944	4,357,259	4,348,534	8,725	0.2%
5 % Net to Gross	38%	45%	46%			40%	47%	45%		
6 Other Revenue	19,594	26,718	88,726	(62,008)	-69.9%	39,035	30,788	177,452	(146,664)	-82.6%
7 Total Operating Revenue	1,686,288	2,175,012	2,311,105	(136,094)	-5.9%	3,593,979	4,388,047	4,525,986	(137,939)	-3.0%
8 Total Expenses	2,120,207	2,087,141	2,143,217	(56,076)	-2.6%	4,156,216	4,272,684	4,277,235	(4,551)	-0.1%
9 % Expenses	48%	44%	44%			46%	46%	45%		
10 Surplus (Loss) from Operations	(433,918)	87,870	167,888	(80,018)	47.7%	(562,237)	115,363	248,751	(133,388)	53.6%
11 % Operating margin	-10%	2%	3%			-6%	1%	3%		
12 Total Non-operating	183,325	203,612	200,197	3,415	1.7%	375,494	423,158	400,394	22,764	5.7%
13 Surplus/(Loss)	(250,594)	291,483	368,085	(76,602)	20.8%	(186,743)	538,521	649,145	(110,624)	17.0%
14 % Total margin	-6%	6%	8%			-2%	6%	7%		

BALANCE SHEET

	August	August	July	VARIANCE	
	FY 17/18	FY 18/19	FY 18/19	Amount	%
15 Gross Accounts Receivables	9,857,546	8,622,831	8,671,655	(48,824)	-0.6%
16 Net Accounts Receivables	3,731,787	2,710,149	2,748,308	(38,159)	-1.4%
17 % Net AR to Gross AR	38%	31%	33%		
18 Days Gross AR	66.2	59.6	62.2	(2.6)	-4.2%
19 Cash Collections	2,143,485	1,996,983	2,217,136	(220,153)	-9.9%
20 Settlements/IGT Transactions	-	21,168	57,571	(36,403)	-63.2%
21 Investments	17,562,903	25,298,992	25,298,992	-	0.0%
22 Cash on hand	2,551,340	3,178,068	2,992,558	185,510	6.2%
23 Total Cash & Invest	20,114,243	28,477,060	28,291,550	185,510	0.7%
24 Days Cash & Invest	312	430	417	13	3.1%
Total Cash and Investments	20,114,243	28,477,060			
Increase Current Year vs. Prior Year		8,362,817			

Bear Valley Community Healthcare District
Financial Statements August 31, 2019

Statement of Operations

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 17/18	FY 18/19		VARIANCE		FY 17/18	FY 18/19		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
Gross Patient Revenue										
1 Inpatient	120,993	109,683	164,084	(54,401)	-33.2%	195,784	242,059	266,607	(24,548)	-9.2%
2 Outpatient	931,894	893,759	949,266	(55,507)	-5.8%	1,904,117	1,746,463	1,845,691	(99,228)	-5.4%
3 Clinic Revenue	422,712	413,535	470,436	(56,901)	-12.1%	765,362	783,391	880,772	(97,381)	-11.1%
4 Emergency Room	2,703,194	3,116,633	3,071,545	45,088	1.5%	5,660,711	6,054,477	6,110,658	(56,181)	-0.9%
5 Skilled Nursing Facility	228,589	237,879	227,024	10,855	4.8%	452,193	472,415	454,048	18,367	4.0%
6 Total patient revenue	4,407,382	4,771,490	4,882,355	(110,865)	-2.3%	8,978,166	9,298,804	9,557,776	(258,972)	-2.7%
Revenue Deductions										
7 Contractual Allow	2,352,744	2,523,579	2,366,508	157,071	6.6%	4,673,703	4,572,213	4,634,744	(62,531)	-1.3%
8 Contractual Allow PY	-	(150,040)	-	(150,040)	#DIV/0!	62	(250,040)	-	(250,040)	#DIV/0!
9 Charity Care	-	10,036	13,116	(3,080)	-23.5%	15,343	31,807	25,676	6,131	23.9%
10 Administrative	2,818	(337)	15,982	(16,319)	-102.1%	3,624	8,776	31,287	(22,511)	-71.9%
11 Policy Discount	15,616	16,516	14,281	2,235	15.7%	29,605	27,725	27,957	(232)	-0.8%
12 Employee Discount	5,188	3,870	5,971	(2,101)	-35.2%	17,981	11,720	11,689	31	0.3%
13 Bad Debts	186,926	160,654	244,118	(83,464)	-34.2%	402,002	423,629	477,889	(54,260)	-11.4%
14 Denials	177,395	58,918	-	58,918	#DIV/0!	280,901	115,715	-	115,715	#DIV/0!
15 Total revenue deductions	2,740,687	2,623,196	2,659,976	(36,780)	-1.4%	5,423,221	4,941,545	5,209,242	(267,697)	-5.1%
16 Net Patient Revenue	1,666,694	2,148,293	2,222,379	(74,086)	-3.3%	3,554,944	4,357,259	4,348,534	8,725	0.2%
gross revenue including Prior Year Contractual Allowances as a percent to gross revenue WO PY and Other CA	40.2%	40.2%		40.2%		40.2%	447.4%	447.4%	0.0%	
	39.2%	39.2%		39.2%		39.2%	437.2%	437.2%	0.0%	
17 Other Revenue	19,594	26,718	88,726	(62,008)	-69.9%	39,035	30,788	177,452	(146,664)	-82.6%
18 Total Operating Revenue	1,686,288	2,175,012	2,311,105	(136,094)	-5.9%	3,593,979	4,388,047	4,525,986	(137,939)	-3.0%
Expenses										
19 Salaries	891,463	920,881	888,659	32,222	3.6%	1,776,531	1,830,680	1,776,416	54,264	3.1%
20 Employee Benefits	293,241	285,924	321,644	(35,720)	-11.1%	596,569	600,088	643,019	(42,931)	-6.7%
21 Registry	-	-	-	-	#DIV/0!	-	-	-	-	#DIV/0!
22 Salaries and Benefits	1,184,704	1,206,805	1,210,303	(3,498)	-0.3%	2,373,100	2,430,768	2,419,435	11,333	0.5%
23 Professional fees	181,120	134,001	192,812	(58,811)	-30.5%	354,816	361,413	385,624	(24,211)	-6.3%
24 Supplies	135,487	146,720	150,723	(4,003)	-2.7%	256,704	303,757	295,852	7,905	2.7%
25 Utilities	43,958	47,425	46,860	565	1.2%	90,671	92,974	91,724	1,250	1.4%
26 Repairs and Maintenance	23,079	29,353	47,756	(18,403)	-38.5%	40,486	68,218	95,512	(27,294)	-28.6%
27 Purchased Services	373,332	319,068	311,910	7,158	2.3%	698,788	622,015	623,413	(1,398)	-0.2%
28 Insurance	28,258	31,410	30,917	493	1.6%	56,515	63,410	61,834	1,576	2.5%
29 Depreciation	76,489	82,105	78,725	3,380	4.3%	152,977	164,210	157,450	6,760	4.3%
30 Rental and Leases	11,509	11,891	12,370	(479)	-3.9%	22,930	23,901	24,740	(839)	-3.4%
32 Dues and Subscriptions	7,101	5,446	6,488	(1,042)	-16.1%	13,982	12,576	12,976	(400)	-3.1%
33 Other Expense.	55,169	72,916	54,353	18,563	34.2%	95,247	129,441	108,675	20,766	19.1%
34 Total Expenses	2,120,207	2,087,141	2,143,217	(56,076)	-2.6%	4,156,216	4,272,684	4,277,235	(4,551)	-0.1%
35 Surplus (Loss) from Operations	(433,918)	87,870	167,888	(80,018)	47.7%	(562,237)	115,363	248,751	(133,388)	53.6%
Non-Operating Income										
37 Tax Revenue	184,244	201,917	201,917	-	0.0%	368,488	403,834	403,834	-	0.0%
38 Other non-operating	245	9,000	5,750	3,250	56.5%	15,265	34,040	11,500	22,540	196.0%
Interest Income	6,457	286	100	186	185.8%	7,000	586	200	386	193.0%
Interest Expense	(7,621)	(7,590)	(7,570)	(20)	0.3%	(15,260)	(15,302)	(15,140)	(162)	1.1%
IGT Expense	-	-	-	-	#DIV/0!	-	-	-	-	#DIV/0!
39 Total Non-operating	183,325	203,612	200,197	3,415	1.7%	375,494	423,158	400,394	22,764	5.7%
40 Surplus/(Loss)	(250,594)	291,483	368,085	(76,602)	20.8%	(186,743)	538,521	649,145	(110,624)	17.0%

**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											242,059
2	Outpatient	852,704	893,759											1,746,463
3	Clinic	369,855	413,535											783,391
4	Emergency Room	2,937,844	3,116,633											6,054,477
5	Skilled Nursing Facility	234,536	237,879											472,415
6	Total patient revenue	4,527,315	4,771,490	-	-	-	-	-	-	-	-	-	-	9,298,804
Revenue Deductions		C/A	0.45	0.53	#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											4,572,213
8	Contractual Allow PY	(100,000)	(150,040)											(250,040)
9	Charity Care	21,771	10,036											31,807
10	Administrative	9,113	(337)											8,776
11	Policy Discount	11,209	16,516											27,725
12	Employee Discount	7,850	3,870											11,720
13	Bad Debts	262,975	160,654											423,629
14	Denials	56,797	58,918											115,715
15	Total revenue deductions	2,318,349	2,623,196	-	-	-	-	-	-	-	-	-	-	4,941,545
16	Net Patient Revenue	2,208,966	2,148,293	-	-	-	-	-	-	-	-	-	-	4,357,259
	net / tot pat rev	48.8%	45.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	46.9%
17	Other Revenue	4,070	26,718											30,788
18	Total Operating Revenue	2,213,036	2,175,012	-	-	-	-	-	-	-	-	-	-	4,388,047
Expenses														
19	Salaries	909,799	920,881											1,830,680
20	Employee Benefits	314,164	285,924											600,088
21	Registry	-	-											-
22	Salaries and Benefits	1,223,962	1,206,805	-	-	-	-	-	-	-	-	-	-	2,430,768
23	Professional fees	227,413	134,001											361,413
24	Supplies	157,037	146,720											303,757
25	Utilities	45,550	47,425											92,974
26	Repairs and Maintenance	38,865	29,353											68,218
27	Purchased Services	302,946	319,068											622,015
28	Insurance	32,000	31,410											63,410
29	Depreciation	82,105	82,105											164,210
30	Rental and Leases	12,010	11,891											23,901
32	Dues and Subscriptions	7,130	5,446											12,576
33	Other Expense.	56,525	72,916											129,441
34	Total Expenses	2,185,543	2,087,141	-	-	-	-	-	-	-	-	-	-	4,272,684
35	Surplus (Loss) from Operations	27,492	87,870	-	-	-	-	-	-	-	-	-	-	115,363
36	Non-Operating Income													
37	Tax Revenue	201,917	201,917											403,834
38	Other non-operating	25,040	9,000											34,040
	Interest Income	300	286											586
	Interest Expense	(7,711)	(7,590)											(15,302)
	IGT Expense	-	-	-	-									-
39	Total Non-operating	219,546	203,612	-	-	-	-	-	-	-	-	-	-	423,158
40	Surplus/(Loss)	247,038	291,483	-	-	-	-	-	-	-	-	-	-	538,521

2019-20 Actual BS

BALANCE SHEET

Includes Final Entries 6-30-19

		PY		
		July	Aug	June
ASSETS:				
Current Assets				
Cash and Cash Equivalents (Includes CD's)	2,992,558	3,178,108	2,406,940	
Gross Patient Accounts Receivable	8,667,951	8,621,871	8,792,362	
Less: Reserves for Allowances & Bad Debt	5,919,643	5,911,721	5,906,428	
Net Patient Accounts Receivable	2,748,308	2,710,149	2,885,934	
Tax Revenue Receivable	2,423,000	2,423,000	46,556	
Other Receivables	90,680	126,745	129,273	
Inventories	130,378	130,687	136,982	
Prepaid Expenses	420,319	422,235	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	6,012,152	
Assets Whose Use is Limited				
Investments	25,298,992	25,298,992	25,298,992	
Other Limited Use Assets	144,375	144,375	144,375	
Total Limited Use Assets	25,443,367	25,443,367	25,443,367	
Property, Plant, and Equipment				
Land and Land Improvements	570,615	570,615	570,615	
Building and Building Improvements	10,063,006	10,087,902	10,063,006	
Equipment	12,367,216	12,390,920	12,365,728	
Construction In Progress	220,454	221,354	220,454	
Capitalized Interest				
Gross Property, Plant, and Equipment	23,221,290	23,270,791	23,219,802	
Less: Accumulated Depreciation	14,657,536	14,739,641	14,575,430	
Net Property, Plant, and Equipment	8,563,754	8,531,150	8,644,372	
TOTAL UNRESTRICTED ASSETS	42,812,363	42,965,441	40,099,891	
Restricted Assets	0	0	0	
TOTAL ASSETS	42,812,363	42,965,441	40,099,891	

2019-20 Actual BS

BALANCE SHEET

Includes Final Entries 6-30-19

LIABILITIES:

	PY		
	July	Aug	June
Current Liabilities			
Accounts Payable	1,109,879	948,094	922,125
Notes and Loans Payable			
Accrued Payroll	814,113	894,578	733,342
Patient Refunds Payable			
Due to Third Party Payers (Settlements)	3,279,267	3,416,509	3,311,092
Advances From Third Party Payers			
Current Portion of Def Rev - Txs,	2,256,083	2,054,166	35,000
Current Portion - LT Debt	35,000	35,000	35,000
Current Portion of AB915			
Other Current Liabilities (Accrued Interest & Accrued Other)	15,339	22,930	7,689
Total Current Liabilities	7,509,682	7,371,277	5,044,247
Long Term Debt			
USDA Loan	2,860,000	2,860,000	2,860,000
Leases Payable	0	0	0
Less: Current Portion Of Long Term Debt	35,000	35,000	35,000
Total Long Term Debt (Net of Current)	2,825,000	2,825,000	2,825,000
Other Long Term Liabilities			
Deferred Revenue	0	0	0
Other	0	0	
Total Other Long Term Liabilities	0	0	0
TOTAL LIABILITIES	10,334,682	10,196,277	7,869,248
Fund Balance			
Unrestricted Fund Balance	32,230,643	32,230,643	24,871,960
Temporarily Restricted Fund Balance	0	0	
Equity Transfer from FRHG	0	0	
Net Revenue/(Expenses)	247,038	538,521	7,358,683
TOTAL FUND BALANCE	32,477,681	32,769,164	32,230,643
TOTAL LIABILITIES & FUND BALANCE	42,812,363	42,965,441	40,099,891

Units of Service
For the period ending: August 31, 2019

31		Bear Valley Community Hospital						62		Year-To-Date							
Current Month		Aug-19		Aug-18		Actual -Budget		Act.-Act.		Aug-19		Aug-18		Actual -Budget		Act.-Act.	
Actual	Budget	Actual	Variance	Var %	Var %	Actual	Budget	Actual	Variance	Var %	Var %	Actual	Budget	Actual	Variance	Var %	Var %
14	35	24	(21)	-60.0%	-41.7%	Med Surg Patient Days	38	55	45	(17)	-30.9%	-15.6%					
22	23	10	(1)	-4.3%	120.0%	Swing Patient Days	35	36	10	(1)	-2.8%	250.0%					
535	524	507	11	2.1%	5.5%	SNF Patient Days	1,063	1,054	1,009	9	0.9%	5.4%					
571	582	541	(11)	-1.9%	5.5%	Total Patient Days	1,136	1,145	1,064	(9)	-0.8%	6.8%					
5	14	12	(9)	-64.3%	-58.3%	Acute Admissions	14	28	19	(14)	-50.0%	-26.3%					
6	14	11	(8)	-57.1%	-45.5%	Acute Discharges	14	28	18	(14)	-50.0%	-22.2%					
2.3	2.5	2.2	(0.2)	-6.7%	6.9%	Acute Average Length of Stay	2.7	2.0	2.5	0.8	38.2%	8.6%					
0.5	1.1	0.8	(0.7)	-60.0%	-41.7%	Acute Average Daily Census	0.6	1	0.7	(0.3)	-30.9%	-15.6%					
18.0	17.6	16.7	0.3	1.8%	7.7%	SNF/Swing Avg Daily Census	17.7	18	16.4	0.1	0.7%	7.8%					
18.4	18.8	17.5	(0.4)	-1.9%	5.5%	Total Avg. Daily Census	18.3	18	17.2	(0.1)	-0.8%	6.8%					
41%	42%	39%	-1%	-1.9%	5.5%	% Occupancy	41%	41%	38%	0%	-0.8%	6.8%					
1	13	10	(12)	-92.3%	-90.0%	Emergency Room Admitted	8	26	22	(18)	-69.2%	-63.6%					
1,003	1,099	1,988	(96)	-8.7%	-49.5%	Emergency Room Discharged	1,996	2,198	1,988	(202)	-9.2%	0.4%					
1,004	1,112	1,998	(108)	-9.7%	-49.7%	Emergency Room Total	2,004	2,224	2,010	(220)	-9.9%	-0.3%					
32	36	64	(3)	-9.7%	-49.7%	ER visits per calendar day	32	36	32	(4)	-9.9%	-0.3%					
20%	93%	83%	75%	80.8%	-76.0%	% Admits from ER	57%	93%	116%	78%	83.8%	-50.6%					
-	-	-	-	0.0%	#DIV/0!	Surgical Procedures I/P	-	-	-	-	0.0%	#DIV/0!					
6	13	8	(7)	-53.8%	-25.0%	Surgical Procedures O/P	13	26	16	(13)	-50.0%	-18.8%					
6	13	8	(7)	-53.8%	-25.0%	TOTAL Procedures	13	26	16	(13)	-50.0%	-18.8%					
722	1,047	468	(325)	-31.0%	54.3%	Surgical Minutes Total	1,393	2,094	1,452	(701)	-33.5%	-4.1%					

Units of Service
For the period ending: August 31, 2019

Bear Valley Community Hospital												
Current Month						Year-To-Date						
Aug-19 Actual	Budget	Aug-18 Actual	Actual -Budget Variance	Var %	Act.-Act. Var %		Aug-19 Actual	Budget	Aug-18 Actual	Actual -Budget Variance	Var %	Act.-Act. Var %
6,668	6,660	6,900	8	0.1%	-3.4%	Lab Procedures	13,451	13,244	1,657	207	1.6%	711.8%
871	915	812	(44)	-4.8%	7.3%	X-Ray Procedures	1,687	1,760	1,020	(73)	-4.1%	65.4%
370	285	273	85	29.8%	35.5%	C.T. Scan Procedures	666	567	596	99	17.5%	11.7%
208	236	229	(28)	-11.9%	-9.2%	Ultrasound Procedures	416	447	473	(31)	-6.9%	-12.1%
43	62	67	(19)	-30.6%	-35.8%	Mammography Procedures	95	124	98	(29)	-23.4%	-3.1%
298	298	271	-	0.0%	10.0%	EKG Procedures	597	596	571	1	0.2%	4.6%
62	104	119	(42)	-40.4%	-47.9%	Respiratory Procedures	155	185	184	(30)	-16.2%	-15.8%
1,618	1,513	1,806	105	6.9%	-10.4%	Physical Therapy Procedures	3,039	2,695	3,261	344	12.8%	-6.8%
2,050	2,415	1,950	(365)	-15.1%	5.1%	Primary Care Clinic Visits	3,775	4,260	3,509	(485)	-11.4%	7.6%
272	250	400	22	8.8%	-32.0%	Specialty Clinic Visits	519	500	668	19	3.8%	-22.3%
2,322	2,665	2,350	(343)	-12.9%	-1.2%	Clinic	4,294	4,760	4,177	(466)	-9.8%	2.8%
89	103	90	(13)	-12.9%	-1.2%	Clinic visits per work day	24	26	23	(3)	-9.8%	2.8%
16.7%	20.00%	22.20%	-3.30%	-16.50%	-24.77%	% Medicare Revenue	17.65%	20.00%	20.90%	-2.35%	-11.75%	-15.55%
40.70%	39.00%	38.20%	1.70%	4.36%	6.54%	% Medi-Cal Revenue	38.95%	39.00%	36.10%	-0.05%	-0.13%	7.89%
38.10%	36.00%	34.80%	2.10%	5.83%	9.48%	% Insurance Revenue	38.85%	36.00%	37.75%	2.85%	7.92%	2.91%
4.50%	5.00%	4.80%	-0.50%	-10.00%	-6.25%	% Self-Pay Revenue	4.55%	5.00%	5.25%	-0.45%	-9.00%	-13.33%
145.6	152.0	142.8	(6.4)	-4.2%	2.0%	Productive FTE's	144.48	152.0	141.9	(7.6)	-5.0%	1.8%
163.2	168.9	165.9	(5.7)	-3.4%	-1.7%	Total FTE's	164.50	168.8	165.9	(4.3)	-2.6%	-0.9%



CFO REPORT for

October 2019 Finance Committee and Board Meetings

Capital Expenditure update

Attached is an update on Capital Expenditures through August 2019

Grant Writer Status Report

Attached are several sheets with update on Grant activities

Employees with plans that the allow visits to our Clinics

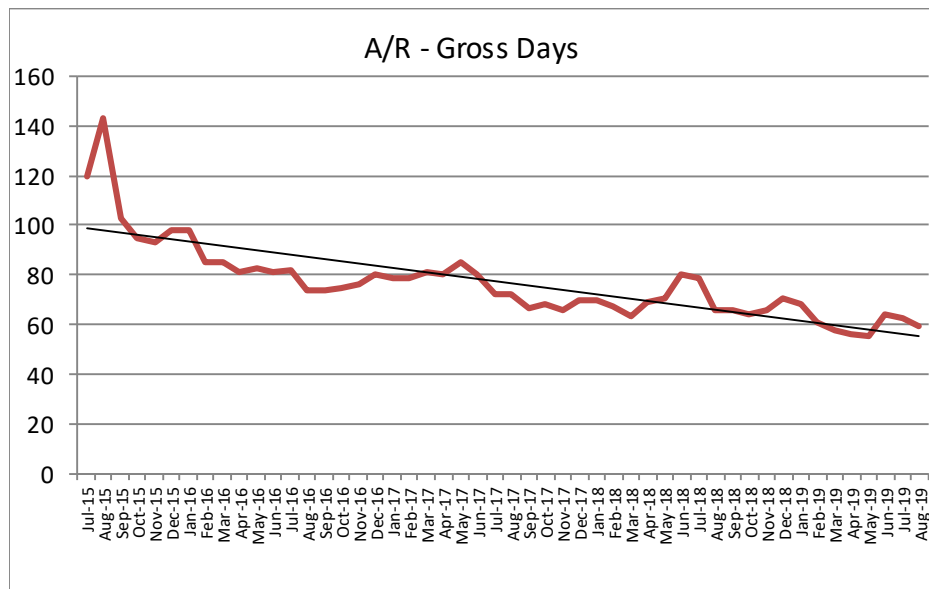
HR reports that 31 out of 133 covered employee – 23% - have selected PPO coverage for health insurance.

Managed Care Review

We have begun work with consultants from QHR on a Managed Care Review. This will begin with a review of charges and payments by payer. We will then work with Andy Werking, our contracts consultant, on discussing existing contracts and opportunities for improvement.

TruBridge – Accounts Receivable Management & A/R Benchmarks

Accounts Receivable days (Gross) decreased to 59.6 as of the end of August 2019. Net Days have averaged 43.1 over the last 3 months. Last year our auditor, Jerrell Tucker, reported a peer average of 54 and benchmark of 45. Dan Hobbs of QHR reminded us that it is payer mix that really drives the target for a hospital. QHR data from comparable facilities showed a range of 138.4 to 38.2 Gross A/R days and 123.4 to 23.7 Net A/R days.



Dept No.	Department	CER	Request Description	FY 2018	FY 2019	FY 2020	2020 (under)over	Total Budget	Donations	Total Paid Prior	Total Paid FY 2020	Budget Remaining
001	Med-Surg		Medication Scanning System	10,200.00				10,200.00				10,200.00
			Total Med-Surg	10,200.00	-	-	-	10,200.00	-	-	-	10,200.00
001/005	Med-Surg/SNF		4 WOW x3-4 Computers			6,400.00		6,400.00				6,400.00
			Total Med-Surg/SNF	-	-	6,400.00	-	6,400.00	-	-	-	6,400.00
005	SNF	1922	TV for each Resident 19 @1600 plus install incl Pillow Speakers		35,000.00			35,000.00	15,000.00	4,112.55		30,887.45
005	SNF	1923	Patio Furniture and outdoor equipment		10,000.00			10,000.00		5,183.44		4,816.56
005	SNF		Paint, flooring, fumiture, décor-activity room		20,000.00			20,000.00				20,000.00
			Total SNF	-	65,000.00	-	-	65,000.00	15,000.00	9,295.99	-	55,704.01
010	Emergency Room		Heat curtain for waiting room	10,000.00				10,000.00				10,000.00
			Total Emergency Room	10,000.00	-	-	-	10,000.00	-	-	-	10,000.00
015	FHC		Chiropratic Bed		7,000.00	9,000.00		16,000.00				16,000.00
			Total FHC	-	7,000.00	9,000.00	-	16,000.00	-	-	-	16,000.00
025	Surgery		Upgrade equipment	40,000.00		9,000.00		49,000.00				49,000.00
025	Surgery		Knee Scope (Arthrex)	15,000.00				15,000.00				15,000.00
025	Surgery		Pneumatic Tourniquet		11,500.00	3,500.00		15,000.00				15,000.00
025	Surgery		OR LIM Removal		5,200.00			5,200.00				5,200.00
025	Surgery		OR Lim Replacement		18,000.00			18,000.00				18,000.00
025	Surgery		New baseboards, flooring, wall repairs		50,000.00	30,000.00		80,000.00				80,000.00
025	Surgery		2 Gurneys			30,000.00		30,000.00				30,000.00
025	Surgery		Steam Sterilizers - Autoclaves			90,000.00		90,000.00				90,000.00
025	Surgery	2001	GI Scopes and processor, 2 colonoscopes and 2 EGD Scopes and procesor			60,000.00		60,000.00				60,000.00
			Total Surgery	55,000.00	84,700.00	222,500.00	-	362,200.00	-	-	-	362,200.00
040	Laboratory	2004	Plasma Thawing Bath			5,570.50	689.88	6,260.38			6,260.38	-
040	Laboratory	2012	Point-of-Care Testing hand held i-STAT meters for T-System			17,073.50		17,073.50				17,073.50
040	Laboratory	2005	Point-of-Care Testing hand held i-STAT interface for T-System			15,000.00		15,000.00			900.00	14,100.00
			Total Laboratory	-	-	37,644.00	689.88	38,333.88	-	-	7,160.38	31,173.50
070	Respiratory Therapy		Replace Cabinets	6,000.00				6,000.00				6,000.00
070	Respiratory Therapy	2007	Transport Ventilator replacement			18,044.14		18,044.14				18,044.14
070	Respiratory Therapy	2008	Infant Warmer			22,738.84		22,738.84				22,738.84
070	Respiratory Therapy		PAPRs program - Replaces fit testing and N95 masks for general use			28,867.92		28,867.92				28,867.92
			Total Respiratory Therapy	6,000.00	-	69,650.90	-	75,650.90	-	-	-	75,650.90
075	Physical Therapy		Leander Variable Height Flexion/Distrction Table			5,731.60		5,731.60				5,731.60
			Total Physical Therapy	-	-	5,731.60	-	5,731.60	-	-	-	5,731.60
080	Dietary		POS System (basic system only)		10,000.00			10,000.00				10,000.00
080	Dietary		Renovation of Dining Room for Residents			17,000.00		17,000.00				17,000.00
			Total Dietary	-	10,000.00	17,000.00	-	27,000.00	-	-	-	27,000.00
115	Plant Maint.	1820	replace medical air compressor	38,000.00	17,000.00			55,000.00		43,303.36		11,696.64
115	Plant Maint.		to allow us to run boilers for hot water & air	11,220.00				11,220.00				11,220.00
115	Plant Maint.		Badge Readers		11,000.00			11,000.00				11,000.00
115	Plant Maint.	1927	PT Flooring		12,500.00			12,500.00				12,500.00
115	Plant Maint.		Lobby Flooring		7,200.00			7,200.00				7,200.00
115	Plant Maint.		Fire Door Repairs		20,000.00			20,000.00				20,000.00
115	Plant Maint.		Re Skin SNF Cabinets		22,000.00			22,000.00				22,000.00
115	Plant Maint.	2003	SNF Tub Replacement		14,000.00		(67.90)	13,932.10	14,000.00		13,932.10	-
115	Plant Maint.	2006	SNF Shower Tile		25,000.00		(104.00)	24,896.00	6,000.00		24,896.00	-
115	Plant Maint.	NA	Equipment Trailer for Plant Maintenance		7,000.00			7,000.00		7,000.00		-
115	Plant Maint.		A/C 1 Steam Coil		8,000.00			8,000.00				8,000.00
115	Plant Maint.		A/C 2 Steam Coil		10,000.00			10,000.00				10,000.00
115	Plant Maint.		SNF Exit Doors		25,000.00			25,000.00				25,000.00
115	Plant Maint.		Sprinkler Head Replacement		10,000.00			10,000.00				10,000.00
115	Plant Maint.		Disassembly, rebuild, anchor Med AirCompress		16,600.00			16,600.00				16,600.00
115	Plant Maint.		Plant Plumbing Repairs		16,000.00			16,000.00				16,000.00
115	Plant Maint.	2010	New Snow Plow Blade for Existing Truck		7,000.00			7,000.00				7,000.00
115	Plant Maint.	NA	Acute/SNF Ice Machine		7,000.00			7,000.00		7,000.00		-
115	Plant Maint.	1902	Parking Lot Repairs		24,000.00			24,000.00				24,000.00
115	Plant Maint.		Landscaping		24,800.00			24,800.00				24,800.00
115	Plant Maint.		New Service to Current Camera System		13,000.00			13,000.00				13,000.00
115	Plant Maint.		Update Badge Rendering Software		13,000.00			13,000.00				13,000.00
115	Plant Maint.		Add more cameras		9,800.00			9,800.00				9,800.00

Complete

Complete
Complete
moved to minor equipment

moved to minor equipment

115	Plant Maint.	Renovate Front Lobby		15,000.00		15,000.00				15,000.00	
115	Plant Maint.	2009 new Dodge Truck			55,000.00	55,000.00				55,000.00	
115	Plant Maint.	Asphalt adjacent to RHC for parking			28,000.00	28,000.00				28,000.00	
Total Plant Maintenance			49,220.00	334,900.00	83,000.00	(171.90)	466,948.10	20,000.00	57,303.36	38,828.10	370,816.64
125	Info Technology	1801 Forty Lenovo M700 Micro computers	32,928.40				32,928.40		32,928.40		-
125	Info Technology	Software Upgrade 2010 Veritas Backup Exec		6,908.68			6,908.68				6,908.68
125	Info Technology	Service Addition to Nutanix farm		20,313.86			20,313.86				20,313.86
125	Info Technology	1903 Proactive Server and Storage Upgrade-Cloud T-System		12,500.00			12,500.00				12,500.00
125	Info Technology	1915 Server/Storage Refresh for CPSI		98,234.00			98,234.00		93,469.89		4,764.11
125	Info Technology	1911 Upgrade Licenses - Microsoft Windows		17,000.00			17,000.00		15,402.28		1,597.72
125	Info Technology	1916 30 Lenovo ThinkCentre M710q computers		28,000.00			28,000.00		26,364.67		1,635.33
125	Info Technology	1918 HIPAA Risk Assessment Penetration Testing by Dell		30,400.00			30,400.00		30,400.00		-
125	Info Technology	20 Lenovo Tiny in One Computers			20,148.93		20,148.93				20,148.93
125	Info Technology	2002 Overhead Paging System			10,000.00		10,000.00		5,000.00		5,000.00
125	Info Technology	Upgrade licenses-Microsoft			50,976.42		50,976.42				50,976.42
125	Info Technology	Server refresh to the Nutanix farm			17,250.00		17,250.00				17,250.00
125	Info Technology	Environ monitoring and alerting system servers and network storage closets			9,000.00		9,000.00				9,000.00
Total Info Technology			32,928.40	213,356.54	107,375.35	-	353,660.29	-	198,565.24	5,000.00	150,095.05
130	Disaster	2011 Replace expired hazmat equipment	33,500.00				33,500.00				33,500.00
130	Disaster	1926 2 backup disaster vents for nursing use	7,500.00				7,500.00		7,500.00		-
Total Disaster			41,000.00	-	-	-	41,000.00	-	7,500.00	-	33,500.00
Total for Hospital:			204,348.40	714,956.54	558,301.85	517.98	1,478,124.77	35,000.00	272,664.59	50,988.48	1,154,471.70
Other Possible Capital Purchases											
Emergency Additions to Budget:											

Bear Valley Community Healthcare District/Foundation			\$ Request	\$ Pending	\$ Denied	\$ Funded	Program	Notes
2018/2019								
11/30/2018	BVCHD	HRSA Rural Health Network Development Planning Grant	\$ 94,408		\$ 94,408		Planning Grant for Food Insecurity	
3/27/2019	BVCHD	MAT Access Points	\$ 50,000			\$ 50,000	Start-Up MAT	
5/6/2019	BVCHD	Henry L. Guenther Foundation	\$ 100,000					Letter of Inquiry - No response received
8/22/2019	BVCHD	Foundation for Opioid Response Efforts LOI	\$ 600,000	\$ 600,000			MAT Navigator	Letter of Intent - decisions by end of Sept for full applications
8/30/2019	BVCHDF	Henry L. Guenther Foundation	\$ 100,000	\$ 100,000			Hospital Equipment	Letter of Inquiry
Total 2018/2019			\$ 944,408	\$ 700,000	\$ 94,408	\$ 50,000		

Big Bear Healthcare District Pending Applications (Under Review)

<u>Date</u>	<u>Type of Grant</u>	<u>Agency</u>	<u>Due Date</u>	<u>Grant Title</u>	<u>Funding Amt.</u>	<u>Funding Opp.#</u>	<u>CFDA #</u>	<u>Decision By:</u>	<u>Staff</u>	<u>Notes:</u>
4/3/2019	Federal	USDA, Rural Development, Rural Utilities Service	5/15/2019	Distance Learning and Telemedicine Grants		RUS-19-02-DLT	10.855	4/8/2019	Kerri Jex	Due to budget need not complying with criteria, not applying
4/10/2019	Federal	HRSA	TBD	Rural Communities Opioid Response Program (RCORP) initiative called RCORP- Medication Assisted Treatment Expansion		HRSA-19-02		4/24/2019	Sheri Mursick	Per Sheri, not applying
4/10/2019	Federal	ACF	6/11/2019	Community Collaborations to Strengthen and Preserve Families		HHS-2019-ACF- ACYF-CA-1559	93.670	4/24/2019	Megan Meadors	Only 8 awards nationwide. Megan feels scope of project is too large
5/6/2019	Private	AmerisourceBergen Foundation Opioid Use	LOI 7/15- 8/15/19	Opioid Resource Grant Program			—	6/15/2019	Sheri Mursick	
5/26/2019	Private	Antehm Foundation	8/9/2019	healthy hearts, with a focus on preventive programs that minimize controllable cardiovascular diseases and strokes, including smoking, obesity, hypertension, and sedentary and stressful lifestyles; cancer prevention, including early detection programs, smoking cessation, nutrition, and fitness; healthy maternal practices, with a focus on first- trimester prenatal care; healthy diabetes prevention and management; and; healthy active lifestyles, including programs that raise awareness for, educate on, and encourage new behaviors, resulting in healthy, active lifestyles that offer long-term benefits.				6/15/2019	TBD	Decision not to apply by Sheri and Kerri

7/1/2019	Federal	HRSA Rural Health Network Planning Grant	11/30/2019	Planning grant to develop integrated health network (3 separately owned health care providers) to achieve efficiencies, expand access to, coordinate and improve quality of essential healthcare and strengthen rural health care systems as a whole.	Up to \$100,000 for one year of planning	HRSA 19-025	93.912	7/25/2019	We applied last year for a Food Security program. Not selected for funding by scored fairly high.
7/31/2019	Private	CA Wellness Foundation	Rolling	MAT Navigator	TBD				Need to meet with Foundation to obtain background info
8/6/2019	Private	Foundation for Opioid Response Efforts	LOI Due 8/25/19	MAT Navigator	Up to \$300,000 per year for two years			8/9/2019	Submitted LOI - decisions end of Sept
8/28/2019	Private	CA Dental Association (CDA) Foundation	1/1-3/31/20	Materials and Supply Grant Program 0 In-Kind goods					Emailed Grant Station webpage to Sheri and Megan
8/30/2019	Private	Henry L. Guenther Foundation (inquiry)	10/31/19 full application	Hospital Equipment Grant	\$100,000				Sent draft of ltr. To Keri for input 8/30/19
2/28/2020	State	Investment in Mental Health and Wellness for Children and Youth	2/28/2020	Mobile Crisis, Support Teams - Capital and Personnel	TBD	Crisis Residential; Crisis Stability; Mobile Crisis Teams; Family Respite Care			Due last year 2/28/19 - estimated due date for 2020
9/16/2019	State	The California State Office of Rural Health / HRSA	TBD	CAH Flex Grant	TBD	technical assistance, quality assurance studies, network development, and statewide emergency network support systems.		10/11/2019	Meeting/Webinar scheduled 10/4/19

9/16/2019 Federal	HRSA	TBD	Rural Health Care Services Outreach Grant Program	TBD	community-based grant program aimed towards promoting rural health care services by enhancing health care delivery in rural communities. Outreach projects focus on the improvement of access to services, strategies for adapting to changes in the health care environment, and overall enrichment of the respective community's health.
9/16/2019 HRSA	Rural Communities Opioid Response	4/6/2020		Up to \$1 million over three year grant period	