



*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.*

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**BOARD OF DIRECTORS BUSINESS MEETING AGENDA**

**WEDNESDAY, OCTOBER 14, 2020 @ 1:00 PM**

**CLOSED SESSION 1:00 PM**

**OPEN SESSION AT APPROXIMATELY 2:00 PM**

**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.)

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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.

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**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. CONFERENCE WITH LABOR NEGOTIATORS: \*Government Section Code: 54957.6: Negotiator: Mike Sarrao, Esq. John Friel, CEO, Erin Wilson, HR Director**

(1) Union Negotiations with: UNAC & 2021 Benefit Package

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

(1) Aras Emdadi, D.O. Clinic Service Agreement (Anticipated Disclosure 10/14/2020)

(2) Discussion of Employee Healthcare Benefit Program (Anticipated Disclosure 10/14/2020)

(3) Discussion and Review of the Quorum Health Agreement (Anticipated Disclosure 10/14/2020)

- 5. REAL PROPERTY NEGOTIATIONS: \*Government Code Section 54956.8/TRADE SECRETS:  
\*Pursuant to Health and Safety Code Section 32106 and Civil Code Section 34266.1**  
(1) Property Acquisition/Lease/Tentative Improvement (Anticipated Disclosure 10/14/2020)

**OPEN SESSION**

- 1. CALL TO ORDER** **Peter Boss, President**
- 2. ROLL CALL** **Shelly Egerer, Executive Assistant**
- 3. FLAG SALUTE**
- 4. ADOPTION OF AGENDA\***

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

**6. PUBLIC FORUM FOR OPEN SESSION**

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

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

**7. DIRECTORS' COMMENTS**

**8. INFORMATION REPORTS**

- A. Foundation Report** **Holly Elmer, Foundation President**
- B. Auxiliary Report** **Gail Dick, Auxiliary President**

**9. CONSENT AGENDA\***

**Notice to the Public:**

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

- A. September 09, 2020 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant**  
**B. September 2020 Human Resource Report: Erin Wilson, Human Resource Director**  
**C. September 2020 Infection Prevention Report: Heather Loose, Infection Preventionist**  
**D. Committee Meeting Minutes:**  
(1) September 01, 2020 Finance Committee Meeting Minutes

**10. OLD BUSINESS\***

- None

**11. NEW BUSINESS\***

- A. Discussion and Potential Approval of the Following Service Agreements:**  
(1) Aras Emdadi, D.O. Clinic Service Agreement

## **12. ACTION ITEMS\***

### **A. Acceptance of QHR Health Report**

Woody White, QHR Health

- (1) October 2020 QHR Health Report

### **B. Acceptance of CNO Report**

Kerri Jex, Chief Nursing Officer

- (1) September 2020 CNO Report

### **C. Acceptance of the CEO Report**

John Friel, Chief Executive Officer

- (1) October 2020 CEO Report

### **D. Acceptance of the Finance Report & CFO Report**

Garth Hamblin, Chief Financial Officer

- (1) August 2020
- (2) CFO Report

## **13. ADJOURNMENT\***

**\* Denotes Possible Action Items**



**2. ROLL CALL:**

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

**3. FLAG SALUTE:**

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

**4. ADOPTION OF AGENDA:**

**President Boss called for a motion to adopt the September 09, 2020 agenda as presented. Motion by Board Member Baker to adopt the September 09, 2020 agenda as presented. Second by Board Member McCarthy to adopt the September 09, 2020 agenda as presented. President Boss called for a vote. A vote in favor of the motion was 4/0.**

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

**5. RESULTS OF CLOSED SESSION:**

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

The following reports were approved:

- Request for Initial Appointment
  - Naomi Saenz, MD- Renaissance Radiology
  - Sean London, MD- Renaissance Radiology
  - Susan Campeas, MD- Renaissance Radiology
  - Gagandeep Mangat, MD- Renaissance Radiology
  - Nisha Warikoo, MD- ED Tele-Psychiatry
  - Dennis Carden, DO- OB/Gyn
- Request for Reappointment:
  - Gary Wade, MD- Renaissance Radiology
  - John Lin, MD- Renaissance Radiology
  - Pegah Entezari, MD- Renaissance Radiology
  - Philip Ho, MD- Renaissance Radiology
  - Marcelo Spector, MD- Renaissance Radiology
  - Eugene Choi, MD- Renaissance Radiology
  - Lori Serwatka, MD- Renaissance Radiology
  - John Holden, MD- Renaissance Radiology
  - Rajiv Pai, MD- Renaissance Radiology
  - Stephanie Harris, CRNA- Nurse Anesthetist
  - Craig Robinson, MD- Emergency Medicine
  - Jeremy Cox, DO- Cardiology
  - Sandeep Sangodkar, DO- Cardiology
  - Vasileios Panagopoulos, MD- ED Tele-Psychiatry
  - Christopher Sangdahl, MD- ED Tele-Psychiatry
  - Cecile Matip, MD- ED Tele-Psychiatry
  - Eric Bossi, MD- ED Tele-Psychiatry

- Voluntary Resignation
  - Rebecca A. Tokuhara, CRNA- Nurse Anesthetist
- Risk Report/Compliance Report
- QI Report
- The Board of Directors gave Mr. Friel approval to move forward with the Centrica Agreement
- CEO evaluation was completed, and a 6% merit increase was unanimously approved

**President Boss called for a vote. A vote in favor of the motion was 4/0.**

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

#### **6. PUBLIC FORUM FOR OPEN SESSION:**

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

#### **7. DIRECTORS COMMENTS**

- None

#### **8. INFORMATION REPORTS**

##### **A. Foundation Report**

- Mr. Friel reported the following information:
  - Foundation continues to work on the Tree of Lights, this is the only fundraiser of the year and intend to have the event on location with social distancing and also virtual
  - Holly Elmer presented a \$17,000 check to the Board of Director's to purchase two Airvo devices for the RT Department.

##### **B. Auxiliary Report:**

- Mrs. Dick was not present
- Mr. Friel reported that he had a meeting with Gail Dick and discussed the return of the Auxiliary with a TBD date, I expressed our appreciation to all the volunteers, and we will continue to look at ways the Auxiliary might be able to assist the District until the virus restrictions are dissolved.

#### **9. CONSENT AGENDA:**

- A.** August 12, 2020 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
- B.** August 2020 Human Resource Report: Erin Wilson; Human Resource Director
- C.** August 2020 Plant Maintenance Report: Michael Mursick, Plant/Maint. Director
- D.** August 2020 Infection Prevention Report: Heather Loose; Infection Preventionist
- E.** Policies & Procedures:

- (1) Emergency Preparedness
- F. Committee Meeting Minutes:
  - (1) August 04, 2020 Finance Committee Meeting Minutes

**President Boss called for a motion to approve the Consent Agenda as presented. Motion by Board Member Baker to approve the Consent Calendar with the correction of the August 12 Board Minutes; Board Member Melnick's name was in the roll call but not present at the August meeting. Second by Board Member Melnick to approve the Consent Calendar with the correction of the August 12 Board Minutes; Board Member Melnick's name was in the roll call but not present at the August meeting. President Boss called for the vote. A vote in favor of the motion was 4/0.**

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

**10. OLD BUSINESS:**

- None

**11. NEW BUSINESS\***

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

- (1) Centrica Business Solutions
- (2) Cary Stewart, MD, SNF Director Service Agreement
- (3) Dennis Carden, D.O. OB/Gyn Clinic Service Agreement
- (4) Adam Weissman, M.D. Interim Director of Urgent Care Center

**Board Member Melnick motioned to approve the CEO to move forward with the Centrica Business Solutions, Dr. Stewart and Dr. Weissman agreements are approved as presented and Dr. Carden revisions need to be made as discussed; Dr. Carden agreement on page 4, Section 5 regarding billing codes, needs to be removed. Second by Board Member McCarthy to approve the CEO to move forward with the Centrica Business Solutions, Dr. Stewart and Dr. Weissman agreements are approved as presented and Dr. Carden revisions need to be made as discussed; Dr. Carden agreement on page 4, Section 5 regarding billing codes, needs to be removed. President Boss called for the vote. A vote in favor of the motion was 4/0.**

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

**B. Discussion and Potential Approval of Resolution # 20/463 Adopting Required Findings and Authority Healthcare District to Execute an Energy Services Contract:**

- Mr. Friel reported that this is a required resolution for Centrica and needs to be approved in order to move forward with the next phase. The Board asked that one sentence be added to the resolution "if the Board of Directors determines it is in the best interest of the Healthcare District to do so defined by the energy savings contract".

**President Boss motioned to approve Resolution # 20/463 Adopting Required Findings and Authority Healthcare District to Execute an Energy Services Contract with the additional sentence added as discussed. Second by Board Member McCarthy to approve Resolution # 20/463 Adopting Required Findings and Authority Healthcare District to Execute an Energy Services Contract with the additional sentence added as discussed. President Boss called for the vote. A vote in favor of the motion was 4/0.**

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

**C. Discussion and Potential Approval of the Critical Access Hospital (CAH) Impact FY 2019 Report:**

- Mr. Hamblin reported since we are paid as a Critical Access Hospital in Fiscal Year 2019, the report analyzes the financial impact if we were to have been paid under the PPS methodology. We would have been paid \$996,840 less as a PPS hospital than we were paid as a CAH.

**President Boss called for a motion to approve the CAH Impact FY 2019 Report as presented. Motion by Board Member McCarthy to approve the CAH Impact FY 2019 Report as presented. Second by Board Member Baker to approve the CAH Impact FY 2019 Report as presented. President Boss called for the vote. A vote in favor of the motion was 4/0.**

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

**D. Discussion and Potential Approval of QHR Travel Expense for Strategic Plan Process/Interview:**

- Mr. Hamblin reported QHR staff will be on site to complete interviews with the Administration Team and Board of Directors. Up to \$5,000 in order to continue work on the Strategic Plan.

**President Boss called for a motion to approve the QHR travel expenses not to exceed \$5,000. Board Member Baker motioned to approve the QHR travel expenses not to exceed \$5,000. Second by Board Member McCarthy to approve the QHR travel expenses not to exceed \$5,000. President Boss called for the vote. A vote in favor of the motion was 4/0.**

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

**12. ACTION ITEMS\***

**A. QHR Health Report:**

(1) September 2020 QHR Health Report:

- Mr. Vigus reported he will be retiring, and Woody White will be stepping in his place.



(2) Consulting Plan:

- Mr. Vigus reported that the Consulting Plan was included on the agenda today and can be changed if revisions are necessary.

**President Boss called for a motion to approve the QHR Report and Consulting Plan as presented. Motion by Board Member Baker to approve the QHR Report and Consulting Plan as presented. Second by Board Member McCarthy to approve the QHR Report and Consulting Plan as presented. President Boss called for the vote. A vote in favor of the motion was 4/0.**

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

**B. CNO Report:**

(1) August 2020 CNO Report:

- Ms. Jex reported the following information:
  - State was on site for COVID 19
    - No deficiencies
    - Infection control survey is being completed
  - CMS reported that we are going to move to weekly testing for staff on the SNF
  - Emergency Department received Client Excellent Award
    - Implementation on T-System
    - Compliance core measures
  - BHPP grant \$100,000 to place behavioral health and navigator in the ER

**President Boss called for a motion to approve the CNO Report as presented. Motion by Board Member McCarthy to approve the CNO Report as presented. Second by Board Member Melnick to approve the CNO Report as presented. President Boss called for the vote. A vote in favor of the motion was 4/0.**

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

**C. Acceptance of the CEO Report:**

(1) September 2020 CEO Report:

- Mr. Friel reported the following information:
  - Delighted to reach tentative agreement with UNAC
  - Applied for consideration to AHA rural hospital leadership team award
  - Lost vacuum compressor and is a potential \$60,000 expense
    - Brought in portable unit until we get the system replaced

**President Boss called for a motion to approve the CEO Report as presented. Motion by Board Member Melnick to approve the CEO Report as presented. Second by Board Member McCarthy to approve the CEO Report as presented. President Boss called for the vote. A vote in favor was unanimously approved 4/0.**

- Board Member Melnick – yes

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

**D. Acceptance of the Finance Report:**

(1) May 2020 Financials:

- Mr. Hamblin reported the following information:
  - Days cash on hand over 500 days
  - Net revenue under budget
  - Expenses under budget
  - Volumes are increasing
  - AR days are doing well

**President Boss called for a motion to approve the July 2020 Finance Report as presented. Motion by Board Member Melnick to approve July 2020 Finance Report as presented. Second by Board Member McCarthy to approve the July 2020 Finance Report as presented. President Boss called for the vote. A vote in favor was unanimously approved 4/0.**

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

**13. ADJOURNMENT:**

**President Boss called for a motion to adjourn the meeting at 3:42 p.m. Motion by Board Member Baker to adjourn the meeting. Second by Board Member Melnick to adjourn the meeting. President Boss called for the vote. A vote in favor of the motion was unanimously approved 4/0.**

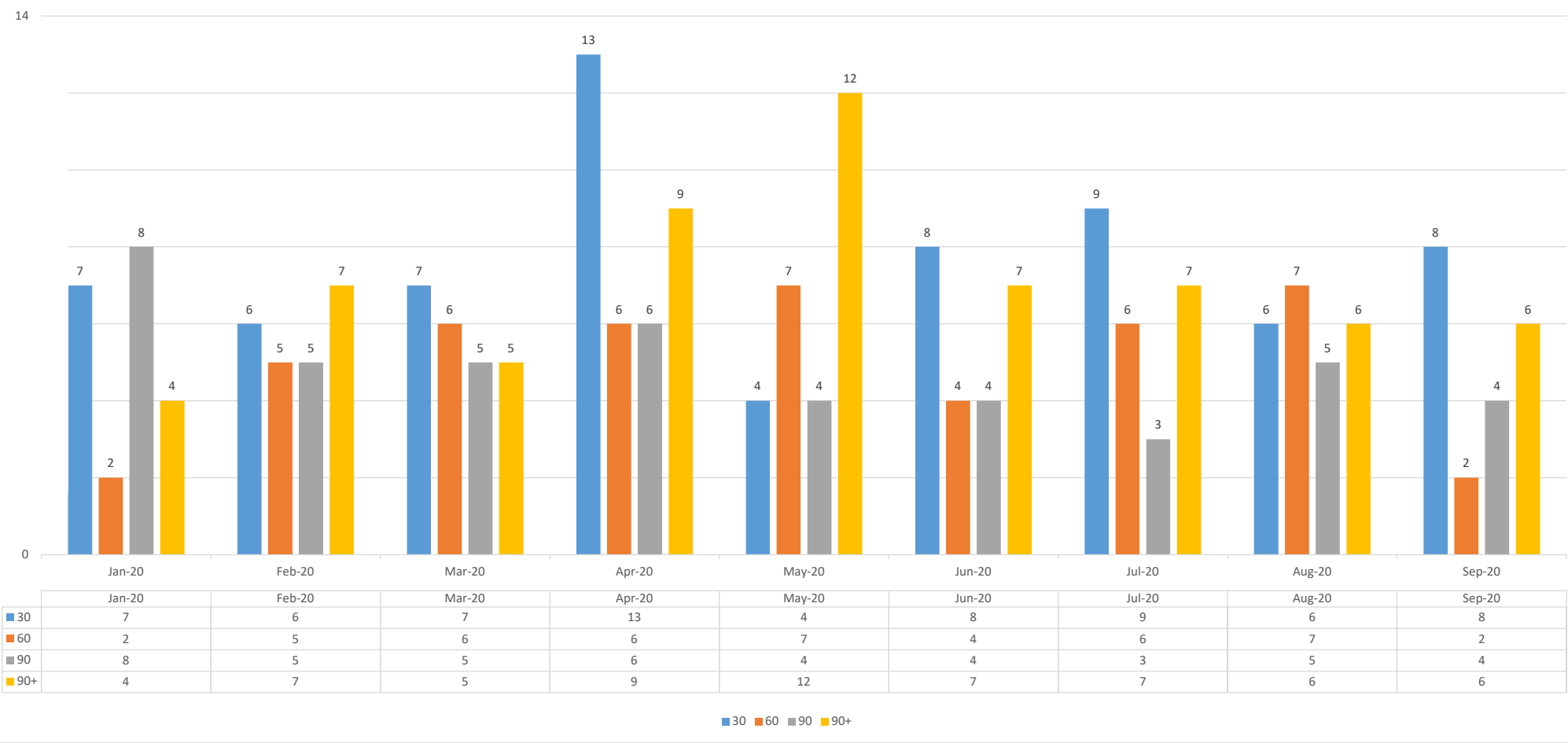
- Board Member Melnick- yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes



Board Report  
September 2020

Staffing	<b>Active:</b> 214 – FT: 141 PT: 15 PD: 58 <b>New Hires:</b> 15 <b>Terms:</b> 8 (6 Voluntary 2 Involuntary) <b>Open Positions:</b> 12
Employee Performance Evaluations	<b>DELINQUENT: See attachment</b> 30 days: 8 60 days: 2 90 days: 4 90+ days: – 6 (ED, Administration, SNF, Mom and Dad Project, OR) <b>See Attachment</b>
Work Comp	<b>NEW CLAIMS: 0</b> <b>OPEN: 5</b> Indemnity (Wage Replacement, attempts to make the employee financially whole) – 5 Future Medical Care – 0 Medical Only – 0
Audit	<b>I9 FILE AUDIT:</b> In process
Employee Morale	Ongoing Culture of Ownership Initiatives Birthday Celebration BBQ and catering events Appreciation gifts
Beta HEART	Opted into the domain “Workplace Violence” and “Slip Trip and Fall”. When validated we are entitled to 2% work comp premium discount per domain up to 4% per year.
UNAC Negotiations	Completed bargaining with UNAC – waiting for union ratification
Benefits	Cal Pers had a total increase of 3.8% Currently enrollment is open until October 9 <sup>th</sup>

Past Due Evaluations





## Infection Prevention Monthly Report

August 2020

TOPIC	UPDATE	ACTION/FOLLOW UP
1. Regulatory	<ul style="list-style-type: none"> <li>▪ Continue to receive updates from APIC. No local chapter APIC meetings have been conducted since March.</li> <li>▪ AFL (All Facility Letters) from CDPH have been reviewed.</li> <li>▪ Continue NHSN surveillance reporting.               <ul style="list-style-type: none"> <li>• No Hospital Acquired Infections to report.</li> <li>• One positive C-Diff on Acute, but it was community-acquired</li> <li>• SNF continues to report to NHSN regarding bed availability, number of COVID-19 positive patients in the unit and supply of PPE on hand has been started.</li> <li>• CDPH now reports to HHS for us from the daily survey.</li> </ul> </li> <li>▪ Completion of CMR reports to Public Health per Title 17 and CDPH regulations.               <ul style="list-style-type: none"> <li>• September – 11 positive COVID-19 cases reported.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Continue reporting as required.</li> <li>• Patients now being asked new information when presenting for COVID</li> </ul>

	<p>1 positive Shiga Toxin reported 1 positive Syphilis reported</p> <ul style="list-style-type: none"> <li>• August – 9 positive COVID-19 cases reported 1 positive Salmonella 1 Gonorrhea</li> <li>• New Requirement from CDPH- all CMRs submitted must include additional information from patient, including: sex assigned at birth, sex currently identified with, sexual orientation, race, ethnicity</li> </ul>	tests.
<b>2. Construction</b>	<ul style="list-style-type: none"> <li>▪ New Sterilizers installed in OR</li> </ul>	<ul style="list-style-type: none"> <li>▪ Work with Maintenance and contractors to ensure compliance.</li> </ul>
<b>3. QI</b>	<ul style="list-style-type: none"> <li>▪ Continue to work towards increased compliance with Hand Hygiene <ul style="list-style-type: none"> <li>• 71% for August</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Continue monitoring hand hygiene compliance.</li> </ul>
<b>4. Outbreaks/ Surveillance</b>	<ul style="list-style-type: none"> <li>▪ September – 1 C-diff on Acute 2 MRSA wound infections, 1 in ED and 1 At the clinic</li> <li>▪ August – 2 C-diff cases, 2 MRSA wound infections in ER</li> </ul>	<ul style="list-style-type: none"> <li>▪ Informational</li> </ul>
<b>5. Policy Updates</b>	<ul style="list-style-type: none"> <li>• SNF mitigation plan submitted to CDPH and approved.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Clinical Policy and Procedure Committee to review and update Infection Prevention</li> </ul>

		policies.
<b>6. Safety/Product</b>	<ul style="list-style-type: none"> <li>Waxie 7-10 disinfectant no longer in production. We will be looking at other options with shorter dwell times for cleaning the operating room.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to monitor compliance with infection control practices.</li> </ul>
<b>7. Antibiotic Stewardship</b>	<ul style="list-style-type: none"> <li>Pharmacist continues to monitor antibiotic usage.</li> </ul>	<ul style="list-style-type: none"> <li>Informational.</li> </ul>
<b>8. Education</b>	<ul style="list-style-type: none"> <li>Infection Preventionist keeping up to date on latest COVID-19 information.</li> <li>Education to staff about COVID-19 and proper PPE Usage has been ongoing and will continue throughout the pandemic.</li> </ul>	<ul style="list-style-type: none"> <li>ICP to share information at appropriate committees.</li> </ul>
<b>9. Informational</b>	<p>Immediate Use Steam Sterilization</p> <ul style="list-style-type: none"> <li>September – 7 Surgeries, No IUSS utilized.</li> <li>August –13 surgeries, No IUSS utilized.</li> </ul> <p>Culture Follow-Up</p> <ul style="list-style-type: none"> <li>IP oversees culture follow-up process carried out by clinical managers.</li> <li>September – 10 patients needed follow up. 4 prescription changes were made. 2.4 days to resolution was the average.</li> <li>August – only 1 patient needed follow up. Follow up occurred same day results came in.</li> <li>IP will continue to monitor.</li> </ul> <p>Screening staff at the clinic and hospital have now been assigned to the IP. 4 new positions were created, 2 full time and 2 per diem. 4 positions have been filled.</p> <p>We are still screening patients and visitors for symptoms of Covid-19.</p> <ul style="list-style-type: none"> <li>We have a protocol for handling patients who come in for outpatient testing who do have symptoms that</li> </ul>	

	<p>could be related to COVID-19.</p> <ul style="list-style-type: none"> <li>▪ continued restriction of visitors</li> <li>▪ continued restriction of communal activities</li> <li>▪ SNF residents have returned to our campus.</li> <li>▪ Diana Acosta and Nicole Ward have joined the infection prevention team for the SNF. They will be helping with the SNF infection prevention program. Their time in IP will bring us to the equivalent of 1 full time position in infection prevention for the SNF.</li> </ul>	
<i>Heather Loose, BSN, RN</i>	<i>Infection Preventionist</i>	<i>Date: October 5, 2020</i>



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT  
BOARD OF DIRECTORS  
FINANCE COMMITTEE MEETING MINUTES  
41870 GARSTIN DR., BIG BEAR LAKE, CA92315  
SEPTEMBER 01, 2020**

**MEMBERS** Perri Melnick, Treasurer

Garth Hamblin, CFO

**PRESENT:** Steven Baker, 2<sup>nd</sup> Vice President  
John Friel, CEO

Shelly Egerer, Exec. Asst.

**STAFF:** Kerri Jex

Erin Wilson

**OTHER:** None

**COMMUNITY**

**MEMBERS:** None

**ABSENT:** None

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**OPEN SESSION**

**1. CALL TO ORDER:**

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

**2. ROLL CALL:**

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

**3. ADOPTION OF AGENDA:**

Board Member Melnick motioned to adopt the September 01, 2020 Finance Committee Meeting Agenda as presented. Second by Board Member Baker to adopt the September 01, 2020 Finance Committee Meeting Agenda as presented. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.

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

**CLOSED SESSION**

**1. PUBLIC FORUM FOR CLOSED SESSION:**

Board Member Melnick opened the Hearing Section for Public Comment on Closed Session items at 1:00 p.m. Hearing no request to address the Finance Committee, Board Member Melnick closed the Hearing Section at 1:00 p.m.

**2. ADJOURN TO CLOSED SESSION:**

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

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

## **OPEN SESSION**

**1. CALL TO ORDER:**

Board Member Melnick called the meeting to order at 2:15 p.m.

**2. RESULTS OF CLOSED SESSION:**

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

**3. PUBLIC FORUM FOR OPEN SESSION:**

Board Member Melnick opened the Hearing Section for Public Comment on Open Session items at 2:25 p.m. Hearing no request to address the Finance Committee, Board Member Melnick closed the Hearing Section at 2:25 p.m.

**4. DIRECTOR'S COMMENTS:**

- None

**5. APPROVAL OF MINUTES:**

A. August 04, 2020

**Board Member Melnick motioned to approve August 04, 2020 minutes as presented. Second by Board Member Baker to approve the August 04, 2020 minutes as presented. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.**

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

**6. OLD BUSINESS:**

- None

**7. NEW BUSINESS\***

**A. Discussion and Potential Positive Recommendation to the Board of Directors Centrica Business Solutions Agreement:**

- Mr. Hamblin reported there are two items if the committee is ready to move forward with a recommendation and the resolution for Centrica

**B. Discussion and Potential Positive Recommendation to the Board of Directors Resolution # 20/463 Adopting Required Findings and Authority Healthcare District to Execute an Energy Services Contract:**

**Board Member Melnick motioned to ask the Board of Directors to schedule a Special Board Meeting/ or at the regular scheduled Board Meeting and have Centrica provide a presentation, the agreement and the resolution discussed at today's Finance Committee Meeting. Second by Board Member Baker to ask the Board of Directors to schedule a Special Board Meeting/ or at the regular scheduled Board Meeting and have Centrica provide a presentation, the agreement and the resolution discussed at today's Finance Committee Meeting. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.**

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

**C. Discussion and Potential Positive Recommendation to the Board of Directors Critical Access Hospital (CAH) Impact FY 2019 Report:**

- Mr. Hamblin reported since we were paid as a Critical Access Hospital in Fiscal Year 2019, the report analyzes the financial impact if we were to have been paid under the PPS methodology. We would have been paid \$996,840 less as a PPS hospital than we were paid as a CAH.

**Board Member Melnick motioned to recommend the Critical Access Hospital (CAH) Impact FY 2019 Report as presented to the Board of Directors. Second by Board Member Baker to recommend the Critical Access Hospital (CAH) Impact FY 2019 Report as presented to the Board of Directors. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.**

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

**D. Discussion and Potential Positive Recommendation to the Board of Directors QHR Travel Expense for Strategic Plan Process/Interview (s):**

- Mr. Hamblin reported we recommend approving up to \$5,000 to conduct key stake holder interviews. This is part of the Strategic Plan process.

**Board member Melnick motioned to recommend to the Board of Directors to approve QHR travel expense to complete the Strategic Plan process. Second by Board Member Baker to recommend to the Board of Directors to approve QHR travel expense to complete the Strategic Plan process. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.**

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

**8. PRESENTATION AND REVIEW OF FINANCIAL STATEMENTS\***

**A. July 2020 Finances:**

- Mr. Hamblin reported the following information:
  - Cash remains strong
  - 569 days cash on hand
  - Total patient revenue was 2% over budget
  - Outpatient volumes are increasing
  - Expenses are under budget
  - SNF census is 13
  - ER visits increased
  - AR days are good and closer to 60 days
  - Cyber insurance is being requested by First 5, policies being reviewed are not favorable. We will be going out for bid on the insurance

**Board Member Baker motioned to approve the July 2020 Finance Report as presented. Second by Board Member Melnick to approve July 2020 Finance Report as presented. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.**

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

**9. ADJOURNMENT\***

**Board Member Melnick motioned to adjourn the meeting at 2:37 p.m. Second by Board Member Baker to adjourn the meeting. Board Member Melnick called for a vote. A vote in favor of the motion was unanimously approved.**

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



## Contract Cover Sheet

Contract Name: Atras Emdadi, DO

Purpose of Contract: Clinic / Physicians Services

Contract # / Effective Date / Term/ Cost: October 15, 2020 - October 15, 2022 \$65 per pt

Originating Dept. Name / Number: Administration

Department Manager Signature: [Signature] Date: 9.28.20

BAA: ☒ Yes ☐ No W-9: ☒ Yes ☐ No

<u>Administrative Officer</u>	Signature: <u>N/A</u>	Date: <u>N/A</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: <u>N/A</u>	Date: <u>N/A</u>
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>[Signature]</u>	Date: <u>9-23-2020</u>
<u>Legal Counsel</u>	Signature: <u>Via email</u>	Date: <u>9-23-2020</u>
<u>Compliance Officer</u>	Signature: <u>Via email</u>	Date: <u>9-8-2020</u>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>10 SEP 2020</u>
<u>Chief Executive Officer</u>	Signature: <u>[Signature]</u>	Date: <u>9.16.20</u>
<u>Board of Directors</u> When Applicable	Signature: _____	Date: _____

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

## Contract Cover Sheet

### CONFIDENTIAL NOTICE:

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

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

Updated 07/2019



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

THIS PHYSICIAN AGREEMENT ("Agreement") is made and entered into as of the 15<sup>th</sup> day of October 2020 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Aras Emdadi, D.O. ("Physician").

**RECITALS**

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

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

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

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

**AGREEMENTS**

**SECTION I. RESPONSIBILITIES OF PHYSICIAN.**

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



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

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

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

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

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

## **SECTION II. REPRESENTATIONS AND WARRANTIES**

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

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



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

### **SECTION III. INDEMNIFICATION OF LIABILITY.**

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

### **SECTION IV. INDEPENDENT CONTRACTOR.**

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

### **SECTION V. COMPENSATION.**

At the end of each month, Physician shall submit to the administration a completed time sheet of time spent in the Family Health Clinic seeing patients. Upon receipt of completed and signed provider time sheet for services rendered under this Agreement, Hospital shall pay Physician, as for sole compensation hereunder, on a fee per visit basis at \$65.00 (Sixty-Five Dollars) per visit. "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 10<sup>th</sup> (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 15, 2020 to October 15, 2022; however, this Agreement is subject to early termination as provided in Section. VIII. below.

## **SECTION VIII. EARLY TERMINATION.**

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

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

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

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

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

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

## **SECTION IX. CONFIDENTIALITY.**

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

## **SECTION X. INSURANCE.**

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

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

#### **SECTION XI. ASSIGNMENT.**

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

#### **SECTION XII. NOTICES.**

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

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

Physician: Aras Emdadi, D.O.  
6024 Limonium Ln.  
Eastvale, CA 92880

#### **SECTION XIII. PRE EXISTING AGREEMENT.**

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

#### **SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.**

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

#### **SECTION XV. ENTIRE AGREEMENT.**

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

#### **SECTION XVI. SEVERABILITY.**

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

**SECTION XVII. GOVERNING LAW.**

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

**SECTION XVIII. REFERRALS.**

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

**SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION**

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

**SECTION XX. HIPAA BUSINESS ASSOCIATE AGREEMENT.**

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

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

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

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Aras Emdadi, D.O.  
6024 Limonium Ln.  
Eastvale, CA 92880





## CNO Monthly Report

TOPIC	UPDATE
<b>1. Regulatory</b>	<ul style="list-style-type: none"> <li>▪ Successful CDPH Mitigation Plan Review on site survey completed.</li> </ul>
<b>2. Budget/Staffing</b>	<ul style="list-style-type: none"> <li>▪ Monitoring expenses. Flexing staff as census permits.</li> <li>▪ Overall volumes are returning to budget.</li> </ul>
<b>3. Departmental Reports</b>	
<ul style="list-style-type: none"> <li>▪ Emergency Department</li> </ul>	<ul style="list-style-type: none"> <li>▪ Volumes have returned to normal for this time of year.</li> <li>▪ Telepsych has been implemented</li> <li>▪ Multiple RNs out on FMLA (non COVID related).</li> <li>▪ 1 FT RN hired</li> <li>▪ 1 FT RN termination</li> </ul>
<ul style="list-style-type: none"> <li>▪ Acute</li> </ul>	<ul style="list-style-type: none"> <li>▪ 1 FT RN position open</li> <li>▪ 1 PT RN resignation</li> <li>▪ Legal reviewing New Vision (inpatient detox) contract</li> </ul>
<ul style="list-style-type: none"> <li>▪ Skilled Nursing</li> </ul>	<ul style="list-style-type: none"> <li>▪ SNF COVID mitigation plan was approved- successful onsite survey completed.</li> <li>▪ Many webinars/ phone calls regarding SNF COVID planning.</li> <li>▪ DPH has been onsite the following dates to conduct infection control surveys on the SNF unit: 6/10, 6/11, 7/20 &amp; 7/29</li> <li>▪ More CDPH surveys are expected</li> <li>▪ COVID testing for SNF staff is mandated weekly for all staff that enter the SNF unit</li> <li>▪ Staffing ratios adjusted per productivity recommendations</li> <li>▪ Dr. Stewart submitted resignation. Recruiting for SNF Medical Director.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Surgical Services</li> </ul>	<ul style="list-style-type: none"> <li>▪ Elective surgical cases have resumed.</li> <li>▪ Olympus scopes have arrived- training being scheduled</li> <li>▪ New sterilizer has been installed</li> <li>▪ Dr. Chin scheduled to start surgery in October</li> <li>▪ Dr. Kondal taking personal leave.</li> </ul>

	<ul style="list-style-type: none"> <li>1 PT RN transferred from acute to OR due to additional surgeons obtaining privileges at BVCHD.</li> </ul>
<ul style="list-style-type: none"> <li>Case Management</li> </ul>	<ul style="list-style-type: none"> <li>1 Swing patient to transfer to SNF</li> <li>Taking on additional duties to support the acute unit, SNF RN coverage and Infection Control monitoring.</li> </ul>
<ul style="list-style-type: none"> <li>Respiratory Therapy</li> </ul>	<ul style="list-style-type: none"> <li>Alternative measures being implemented including disposable vents, and COVID compatible CPAP.</li> <li>RT has moved back into their original location, EKGs are still being done in the gift shop area.</li> <li>Echocardiograms scheduled to go-live 10/7/2020.</li> </ul>
<ul style="list-style-type: none"> <li>Physical Therapy</li> </ul>	<ul style="list-style-type: none"> <li>Volumes are stabilizing.</li> <li>Working on purchase of new arm bike.</li> </ul>
<ul style="list-style-type: none"> <li>Food and Nutritional Services</li> </ul>	<ul style="list-style-type: none"> <li>Working with Culture of Ownership committee to host employee BBQ(s).</li> <li>RD working with FHC to provide consults for FHC and CPSP patients.</li> <li>Working with SNF to resume candlelight dinners (no family or visitors yet).</li> <li>Working on purchase of food vending machine for afterhours/ night staff.</li> </ul>
<b>4. Infection Prevention</b>	<ul style="list-style-type: none"> <li>Planning, research and education regarding COVID-19</li> <li>Educating staff on PPE standards and guidelines for re-use</li> <li>Reporting COVID cases to Public Health and CDPH L&amp;C</li> <li>Screeners are in place in front lobby and FHC lobby.</li> <li>Working with Purchasing Manager to implement Scope cleaning and maintenance program.</li> </ul>
<b>5. Quality Improvement</b>	<ul style="list-style-type: none"> <li>First call with BHPP grant administration held. Kerri, April and Dr. Beaird participated.</li> <li>Positions ready to be posted for the Substance Use/ Behavioral Health Navigator positions (1 year grant funded positions).</li> </ul>
<b>6. Policy Updates</b>	<ul style="list-style-type: none"> <li>Nursing Admin Policies in review process.</li> </ul>
<b>7. Safety &amp; Products</b>	<ul style="list-style-type: none"> <li>Working closely with Purchasing regarding supply &amp; PPE shortage and alternatives.</li> </ul>
<b>8. Education</b>	<ul style="list-style-type: none"> <li>BLS Classes scheduled monthly, ACLS &amp; PALS classes were held in August.</li> <li>Clinical Skills Day was held in July.</li> </ul>

	<ul style="list-style-type: none"> <li>▪ COVID training on Relias for all staff</li> <li>▪ Participating in AHA remote learning BLS, PALS &amp; ACLS program- free due to COVID</li> </ul>
<b>9. Information Items/Concerns</b>	<ul style="list-style-type: none"> <li>▪ Attending many calls related to COVID with BBFD, HASC, CHA, CDPH.</li> <li>▪ Closely monitoring COVID trends/ hospital &amp; ventilator utilization throughout the state.</li> <li>▪ Attended BETA virtual conference- Communication &amp; Transparency, Care for the Caregiver</li> </ul>
Respectfully Submitted by: <i>Kerri Jex, CNO</i> <span style="float: right;"><i>Date: October 2<sup>nd</sup>, 2020</i></span>	





## **CHIEF EXECUTIVE OFFICER REPORT**

**October 2020**

### **CEO Information:**

We have submitted an application to AHA for the Rural Hospital Leadership Team Award. The Rural Hospital Leadership Service Award honors the leadership Team who have guided their hospital and community through transformation change on the road to health care reform. We are competing against approximately 500 other hospitals and hope to hear the results in November 2020.

The vacuum compressor that provides medical suction through out the facility failed on August 28. The 45-year-old unit will need to be replaced. In the meantime, we have deployed portable suction equipment. Cost is approximately \$20,000.

Design plans for the UCC were submitted to the City of BBL for approval and permit. We expect the process to take four weeks. Following permit, we will obtain estimated costs for tenant improvement (TI's) and proceed.

We have been asked to participate in a Harvard Medical School program with Katherine Blanc, a BVCHD Foundation member. Katherine is enrolled in a "Media & Medicine" post graduate Harvard University program and will be writing a 'story' of the success of BVHD over its history. The project focuses on rural hospitals and could result in national recognition.

We have received additional supplies for our "Abbott Rapid Results" COVID-19 testing. The ongoing uncertainty of supplies continues but for the foreseeable 30 days we are in good shape.

Our recently purchased Bio Fire testing unit has arrived and will be put into service the week of October 5<sup>th</sup>. This \$50,000 unit allows for immediate COVID-19 results in addition to dozens of other lab studies that were not available at BVCHD previously.

Echo cardiogram studies by appointment began on October 7<sup>th</sup> and an update will be provided at the October Board Meeting.

The final step in the Strategic Plan process will be completed the week of October 5<sup>th</sup>. A date for the plan and recommendation to be presented in a Board Planning Retreat is tentatively scheduled for November 13, 2020 for a full day retreat.

Several legislative decisions have been signed by Governor Newsome and a summary is attached for you to review.

A list of health-related propositions on the November 3<sup>rd</sup> ballot is also attached for your review.



HURST+BROOKS+ESPINOSA

## November 2020 Ballot Measures

Measure	Summary	Primary Policy Considerations
<b>Proposition 14</b> Authorizing bonds continuing stem cell research. Initiative statute.	Authorizes \$5.5 billion state bonds for: stem cell and other medical research, including training; research facility construction; administrative costs. Dedicates \$1.5 billion to brain-related diseases. Appropriates General Fund moneys for repayment. Expands related programs.  Fiscal Impact: Increased state costs to repay bonds estimated at about \$260 million per year over roughly the next 30 years.	<ul style="list-style-type: none"><li>Should the state sell \$5.5 billion in state bonds to continue funding stem cell and other medical research?</li></ul>
<b>Proposition 15</b> Increases funding sources for public schools, community colleges, and local government services by changing tax assessment of commercial and industrial property. Initiative constitutional amendment.	Taxes certain commercial and industrial properties based on current market value, instead of purchase price.  Fiscal Impact: Increased property taxes on commercial properties worth more than \$3 million providing \$6.5 billion to \$11.5 billion in new funding to local governments and schools.	<ul style="list-style-type: none"><li>Should the constitution be amended to require more frequent reassessment of commercial and industrial properties valued at more than \$3 million?</li></ul>
<b>Proposition 16</b> Allows diversity as a factor in public employment, education, and contracting decisions. Legislative constitutional amendment.	Permits government decision-making policies to consider race, sex, color, ethnicity, or national origin in order to address diversity by repealing constitutional provision prohibiting such policies.  Fiscal Impact: No direct fiscal effect on state and local entities. The effects of the measure depend on the future choices of state and local government entities and are highly uncertain.	<ul style="list-style-type: none"><li>Should Proposition 209 (1996) – which amended the state constitution to ban the ability of public entities to consider race, sex, or ethnicity in the areas of public employment, public education, and public contracting – be repealed?</li></ul>
<b>Proposition 17</b> Restores right to vote after completion of prison term. Legislative constitutional amendment.	Restores voting rights upon completion of prison term to persons who have been disqualified from voting while serving a prison term.  Fiscal Impact: Annual county costs, likely in the hundreds of thousands of dollars statewide, for voter registration and ballot materials. One-time state costs, likely in the hundreds of thousands of dollars, for voter registration cards and systems.	<ul style="list-style-type: none"><li>Should the state constitution be amended to restore voting rights to felons who remain on parole?</li></ul>

Measure	Summary	Primary Policy Considerations
<b>Proposition 18</b> Amends California constitution to permit 17-year-olds to vote in primary and special elections if they will turn 18 by the next general election and be otherwise eligible to vote. Legislative constitutional amendment.	Allows 17-year-olds to vote in a primary or special election if they will be 18 prior to the general election.  Fiscal Impact: Increased statewide county costs likely between several hundreds of thousands of dollars and \$1 million every two years. Increased one-time costs to the state of hundreds of thousands of dollars.	<ul style="list-style-type: none"> <li>Should the state constitution be amended to allow 17-year-olds who will be 18 by the general election to vote in a primary or special election?</li> </ul>
<b>Proposition 19</b> Changes certain property tax rules. Legislative constitutional amendment.	Allows homeowners who are over 55, disabled, or wildfire/disaster victims to transfer primary residence's tax base to replacement residence. Changes taxation of family-property transfers. Establishes fire protection services fund.  Fiscal Impact: Local governments could gain tens of millions of dollars of property tax revenue per year, probably growing over time to a few hundred million dollars per year. Schools could receive similar property tax gains.	<ul style="list-style-type: none"> <li>Should the state constitution be amended to allow homeowners who are over 55, disabled, or wildfire victims to transfer their (presumably lower) assessed valuation to a replacement residence anywhere in the state?</li> <li>Should the state constitution be amended to require children or grandchildren who inherit homes to use them as their primary residence in order to keep their (lower) assessed valuation?</li> <li>Should any fiscal benefit to the state that results from this measure be spent primarily on fire prevention and suppression?</li> </ul>
<b>Proposition 20</b> Restricts parole for certain offenses currently considered to be non-violent. Authorizes felony sentences for certain offenses currently treated as only misdemeanors. Initiative statute.	Limits access to parole program established for non-violent offenders who have completed the full term of their primary offense by eliminating eligibility for certain offenses.  Fiscal Impact: Increase in state and local correctional, court, and law enforcement costs likely in the tens of millions of dollars annually, depending on implementation.	<ul style="list-style-type: none"> <li>Should various provisions of previously enacted criminal justice reforms (AB 109 of 2011, Prop 47 of 2014, and Prop 57 of 2016) be revised?</li> <li>Should mandatory DNA collection be expanded to specified misdemeanors?</li> </ul>
<b>Proposition 21</b> Expands local governments' authority to enact rent control on residential property. Initiative statute.	Allows local governments to establish rent control on residential properties over 15 years old. Local limits on rate increases may differ from statewide limit.  Fiscal Impact: Overall, a potential reduction in state and local revenues in the high tens of millions of dollars per year over time. Depending on actions by local communities, revenue losses could be less or more.	<ul style="list-style-type: none"> <li>Should local governments have expanded authority to establish rent control on residential properties over 15 years old?</li> </ul>
<b>Proposition 22</b> Exempts app-based transportation and delivery companies from providing employee benefits to certain drivers. Initiative statute.	Classifies app-based drivers as "independent contractors," instead of "employees," and provides independent-contractor drivers other compensation, unless certain criteria are met.  Fiscal Impact: Minor increase in state income taxes paid by rideshare and delivery company drivers and investors.	<ul style="list-style-type: none"> <li>Should app-based companies operate in a manner that allows them to treat their employees as "independent contractors"?</li> <li>Should app-based companies be provided an exemption from a variety of California laws that would otherwise require them to provide employees with standard compensation and benefits?</li> </ul>

Measure	Summary	Primary Policy Considerations
<b>Proposition 23</b> Establishes state requirements for kidney dialysis clinics. Initiative statute.	Requires at least one licensed physician on site during treatment at outpatient kidney dialysis clinics. Authorizes the California Department of Public Health to exempt clinics from the physician requirement if there is a shortage of qualified licensed physicians and the clinic has at least one nurse practitioner or physician assistant on site during dialysis treatment. Prohibits clinics from reducing services without state approval. Prohibits clinics from refusing to treat patients based on payment source.  Fiscal Impact: Increased state and local government costs likely in the low tens of millions of dollars annually.	<ul style="list-style-type: none"> <li>Should kidney dialysis clinics require physician administrators on site at all times?</li> <li>Should the state have oversight to determine service level reductions at dialysis clinics?</li> </ul>
<b>Proposition 24</b> Amends consumer privacy laws. Initiative statute.	Permits consumers to: prevent businesses from sharing personal information, correct inaccurate personal information, and limit businesses' use of "sensitive personal information," including precise geolocation, race, ethnicity, and health information. Establishes California Privacy Protection Agency.  Fiscal Impact: Increased annual state costs of at least \$10 million, but unlikely exceeding low tens of millions of dollars, to enforce expanded consumer privacy laws. Some costs would be offset by penalties for violating these laws.	<ul style="list-style-type: none"> <li>Should consumers have the ability to prevent businesses from using or sharing specific sensitive, personal information?</li> <li>Should the state establish an agency to enforce consumers' privacy rights?</li> </ul>
<b>Proposition 25</b> Referendum on law that replaced money bail with system based on public safety and flight risk. Initiative statute.	A "Yes" vote approves, and a "No" vote rejects, law replacing money bail with system based on public safety and flight risk.  Fiscal Impact: Increased costs possibly in mid hundreds of millions of dollars annually for a new process for release from jail prior to trial. Decreased county jail costs, possibly in high tens of millions of dollars annually.	<ul style="list-style-type: none"> <li>Should SB 10, a bail reform measure passed by the Legislature in 2018, be implemented?</li> <li>Should pretrial release decisions be based on an assessment of a person's risk to appear in court and/or to reoffend <b>or</b> should the current cash bail system be retained?</li> </ul>

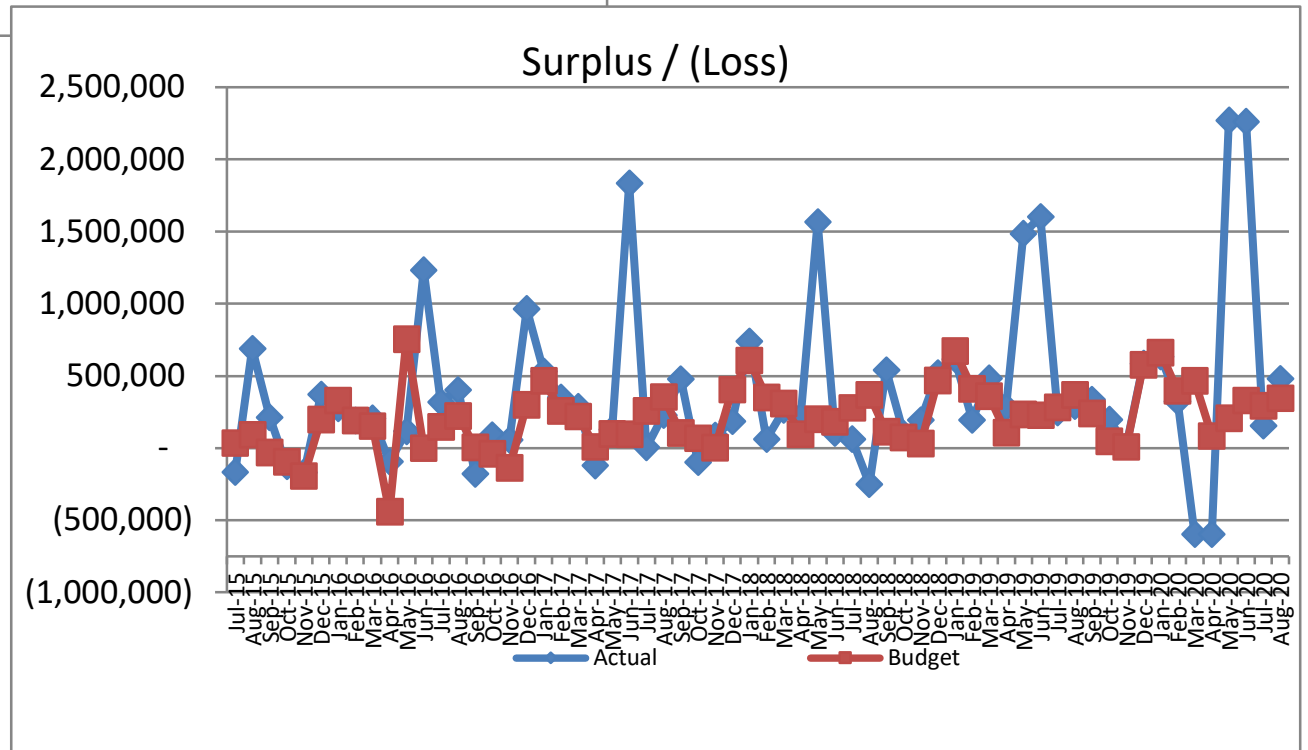
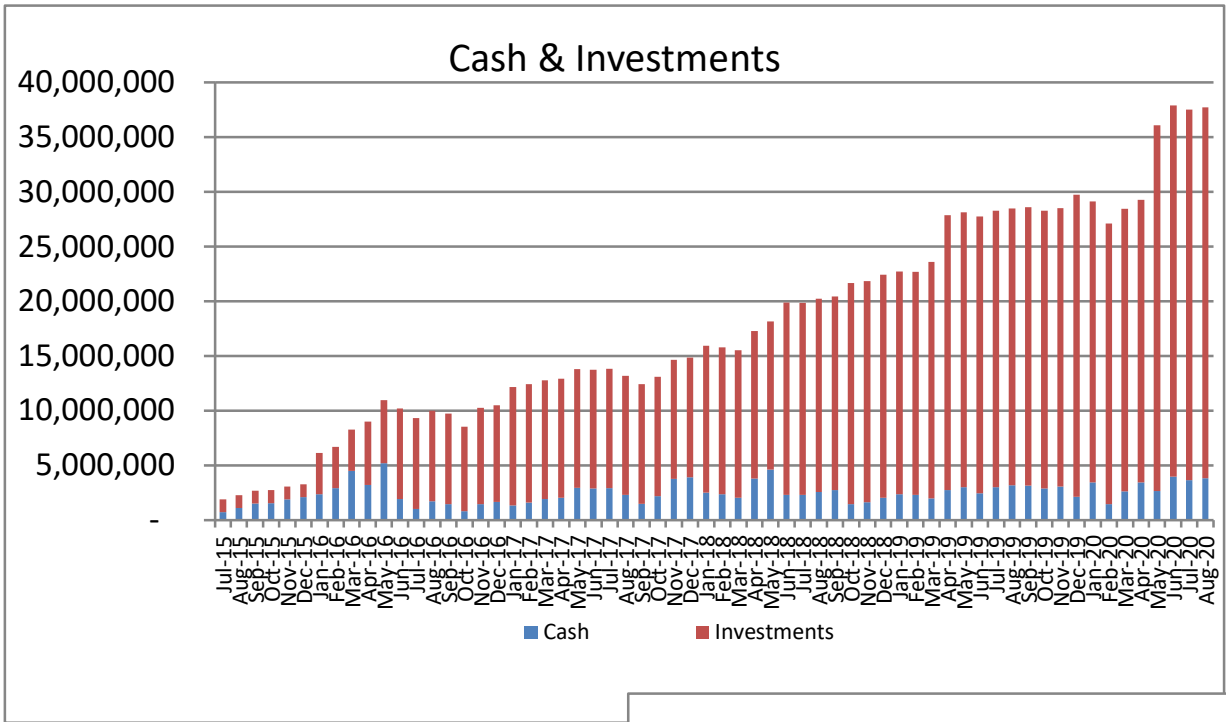


Finance Report  
August 2020 Results

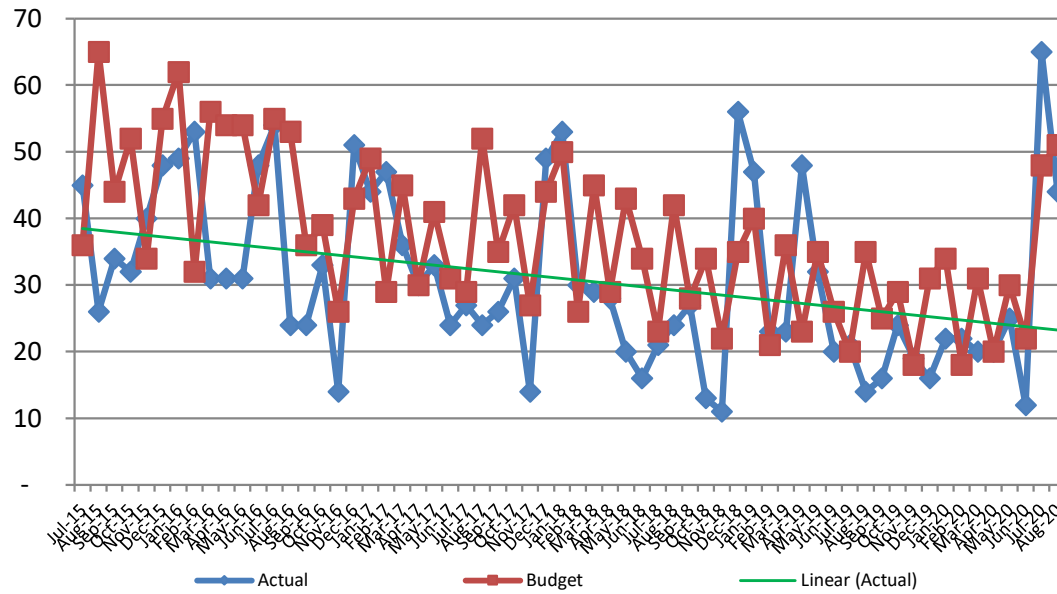


## Summary for August 2020

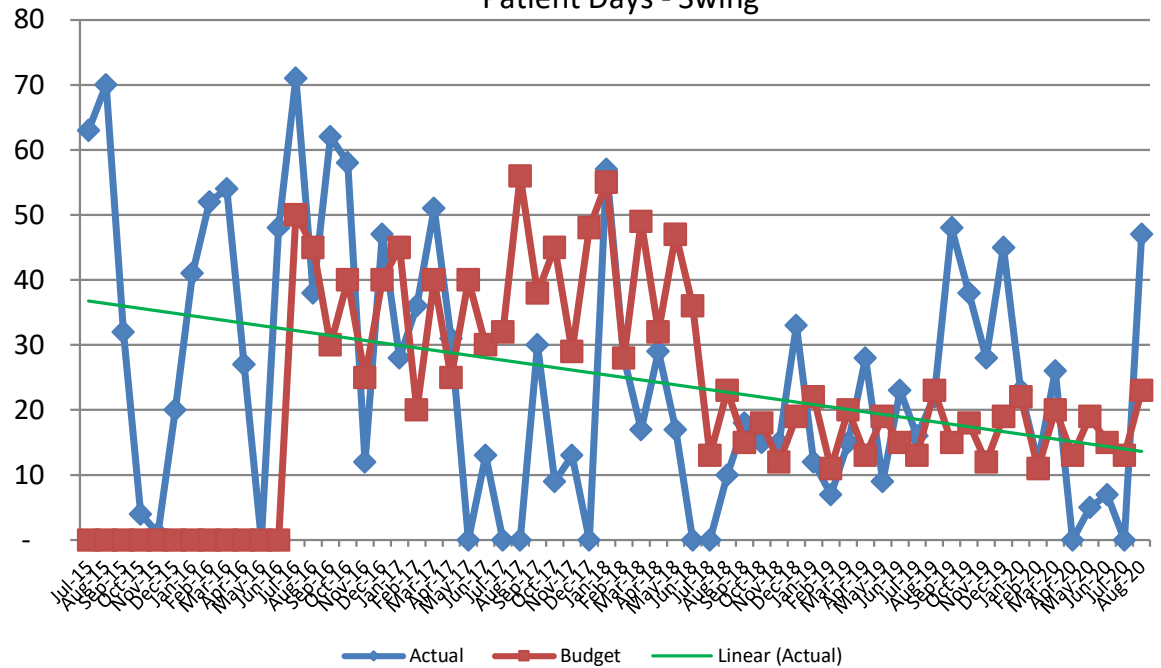
- Cash on hand \$ 3,808,255  
Investments \$33,942,664
- Days Cash on hand, including investments with LAIF – 563
- Surplus of \$480,624 was higher than budget with lower Revenue Deductions
- Total Patient Revenue was 2.2% lower than Budget for the month
- Net Patient Revenue was 2.9% more than budget
- Total Expenses were 1.4% under budget



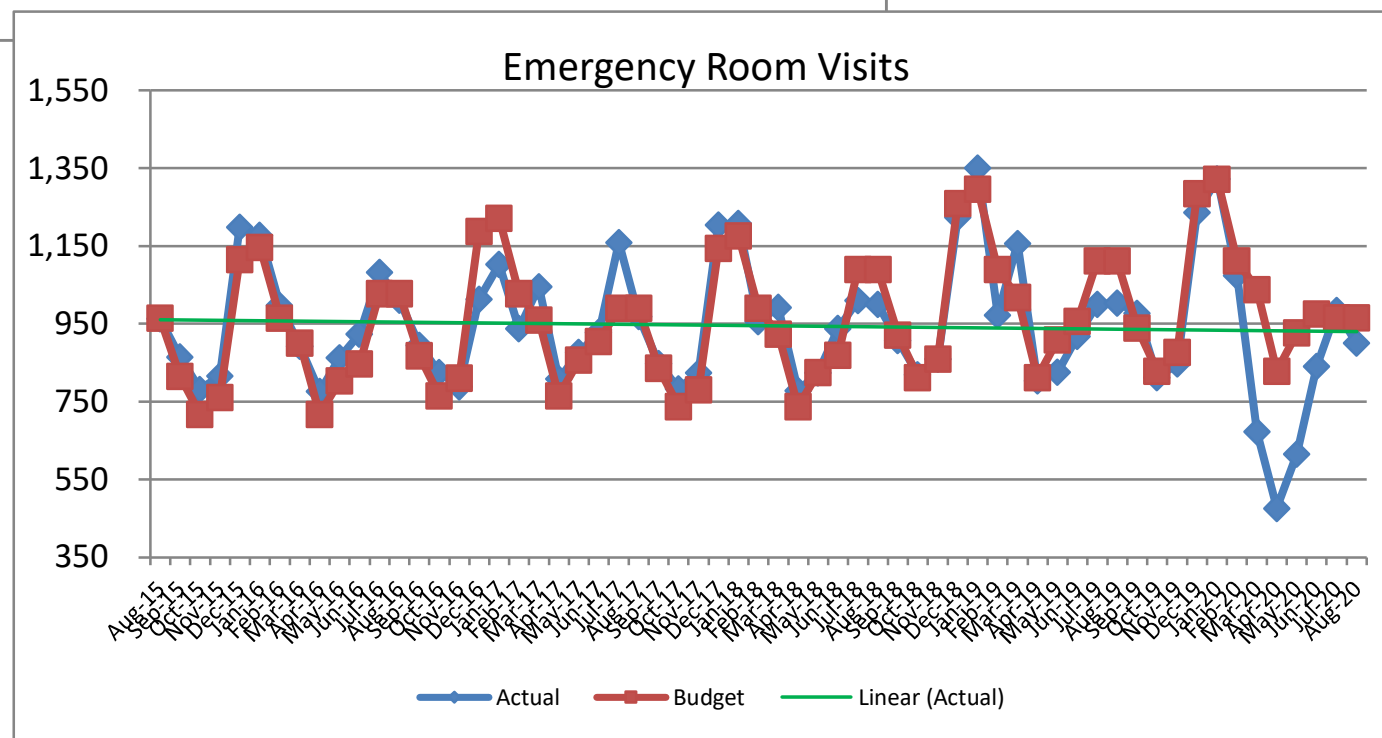
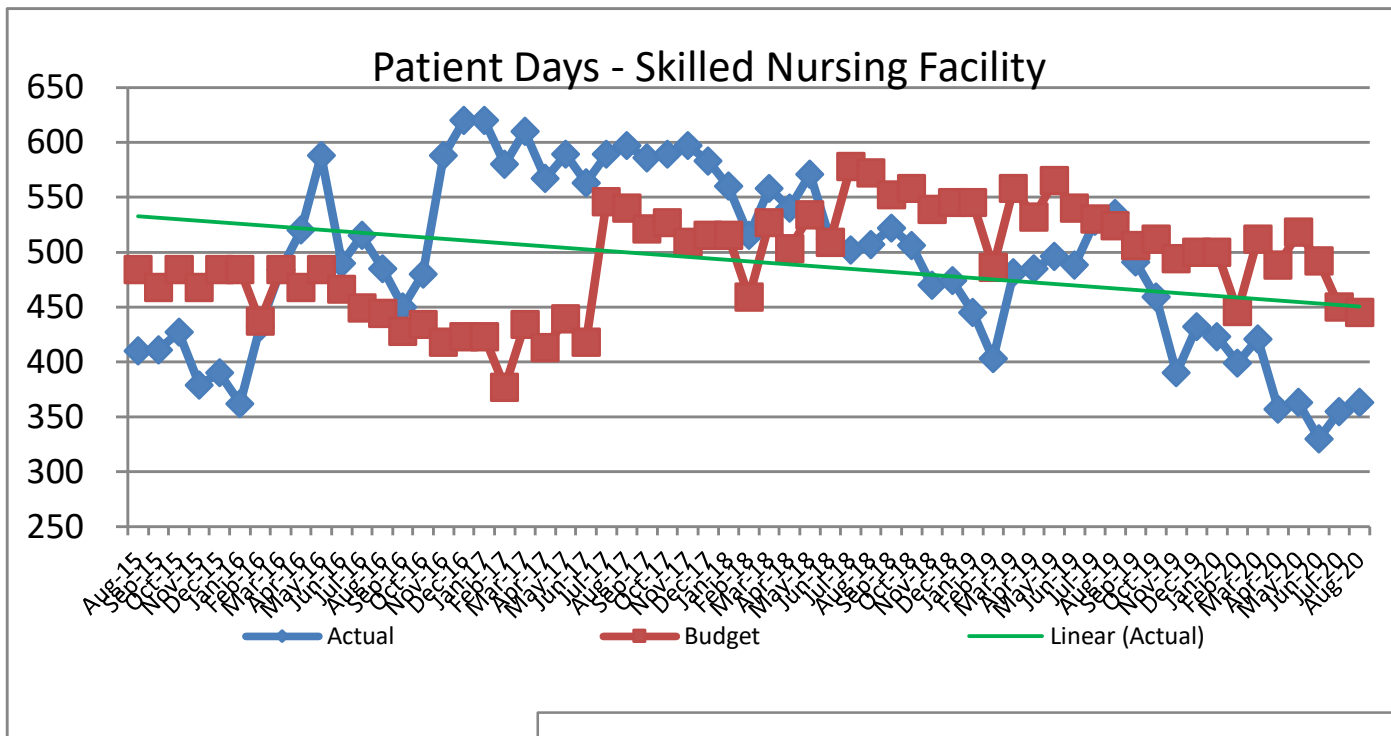
Patient Days - Acute

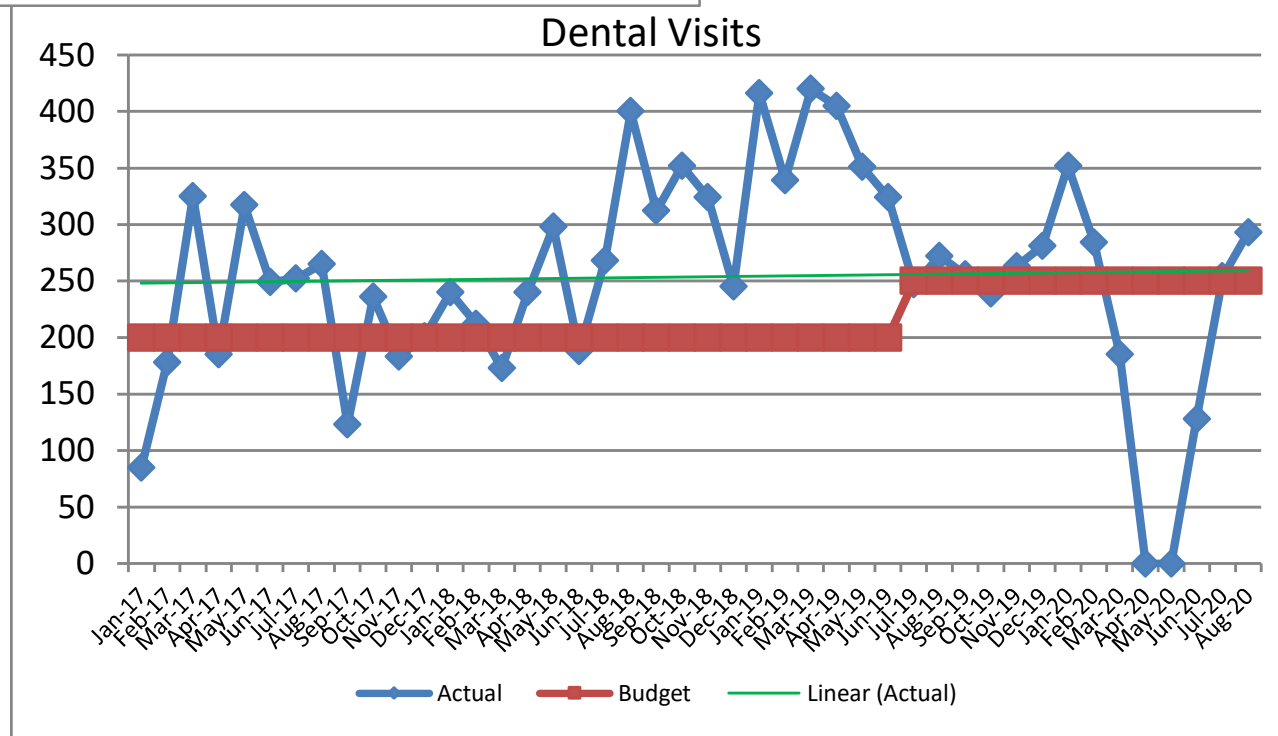
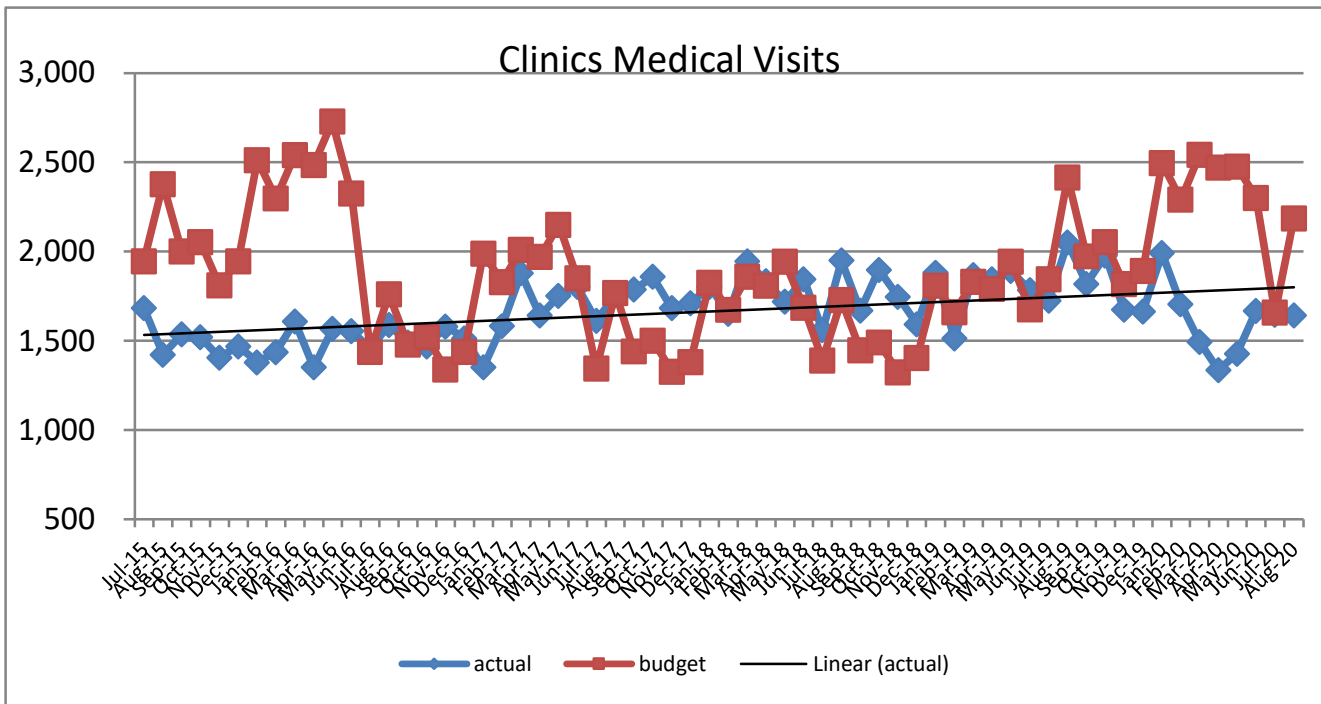


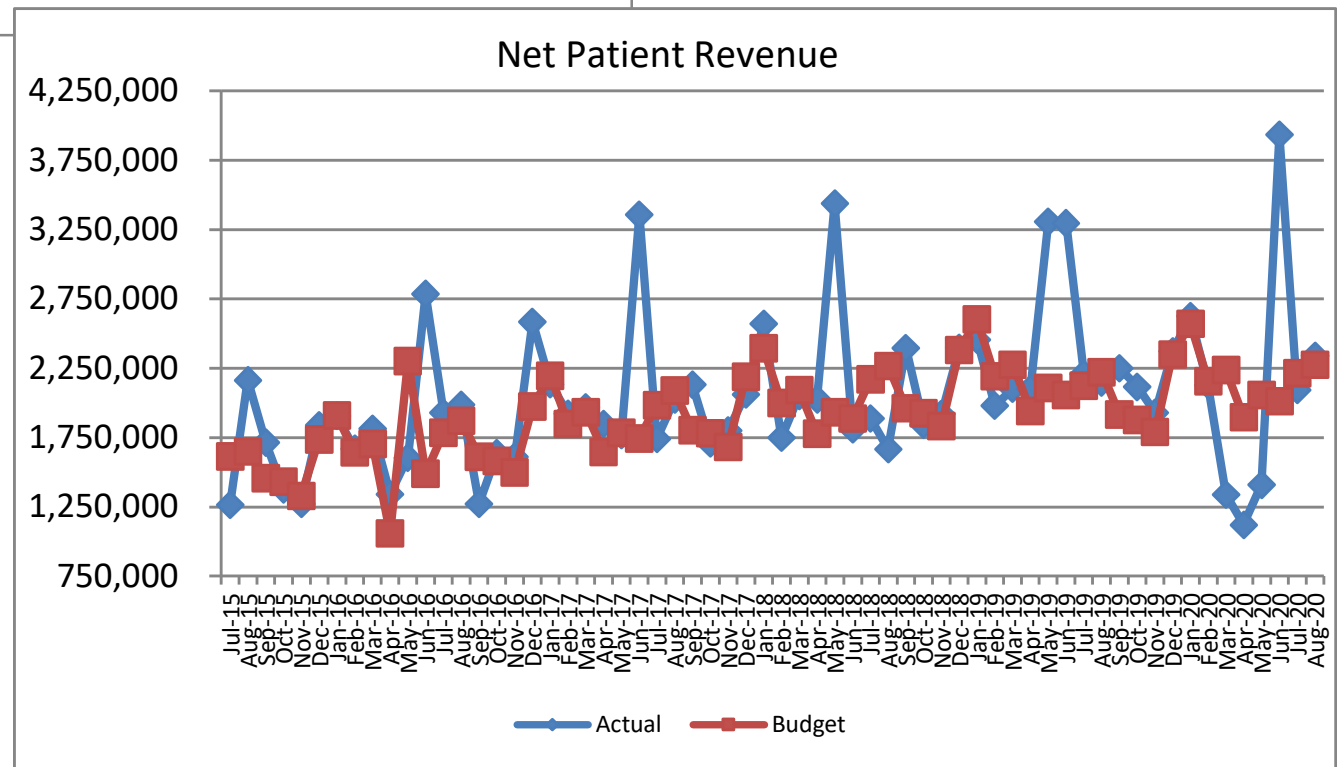
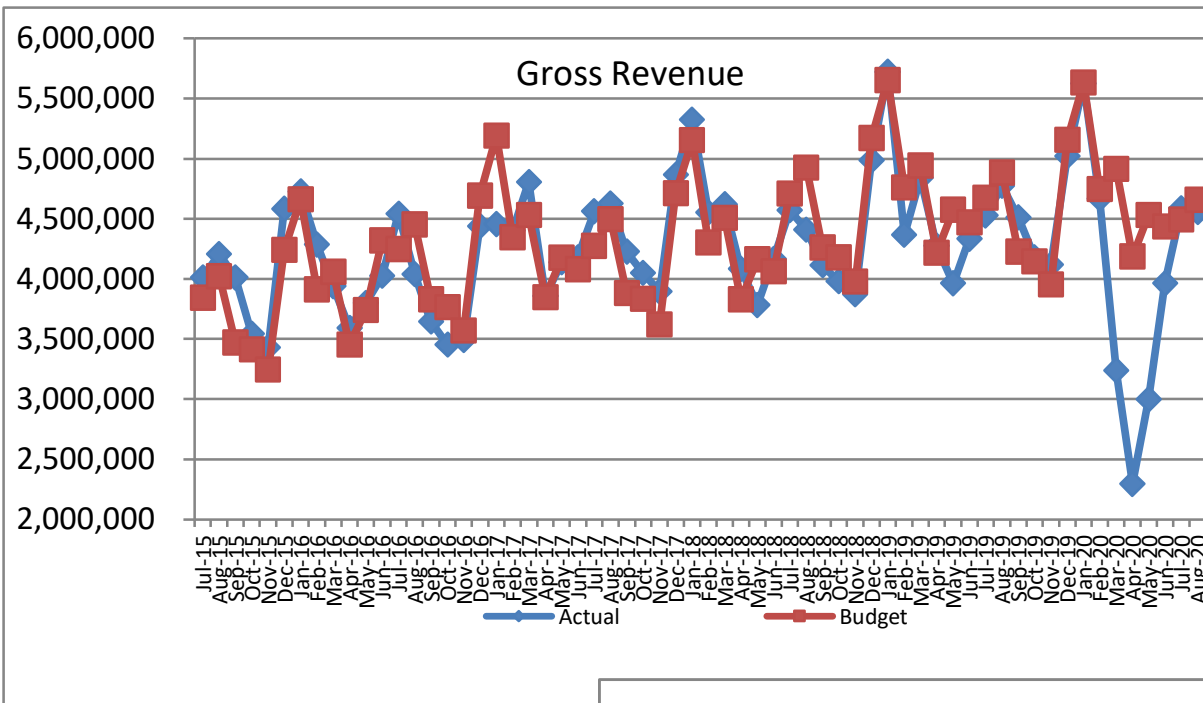
Patient Days - Swing

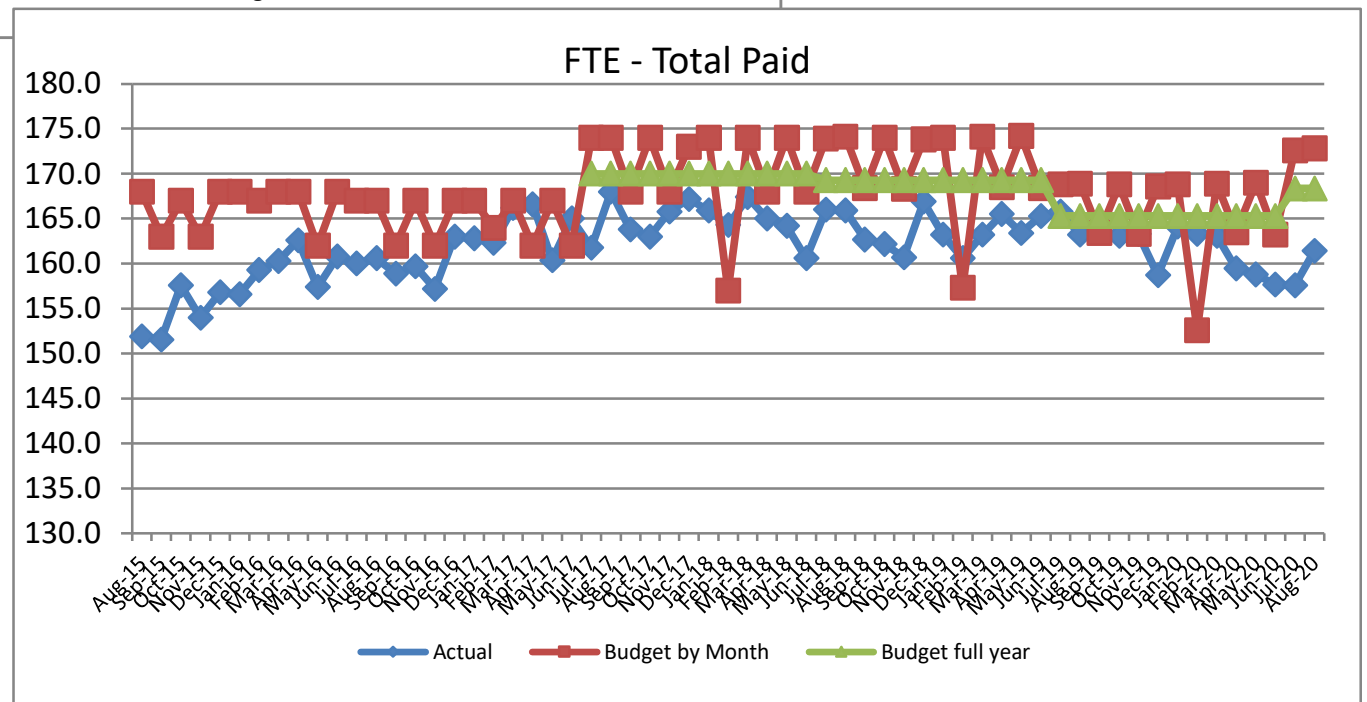
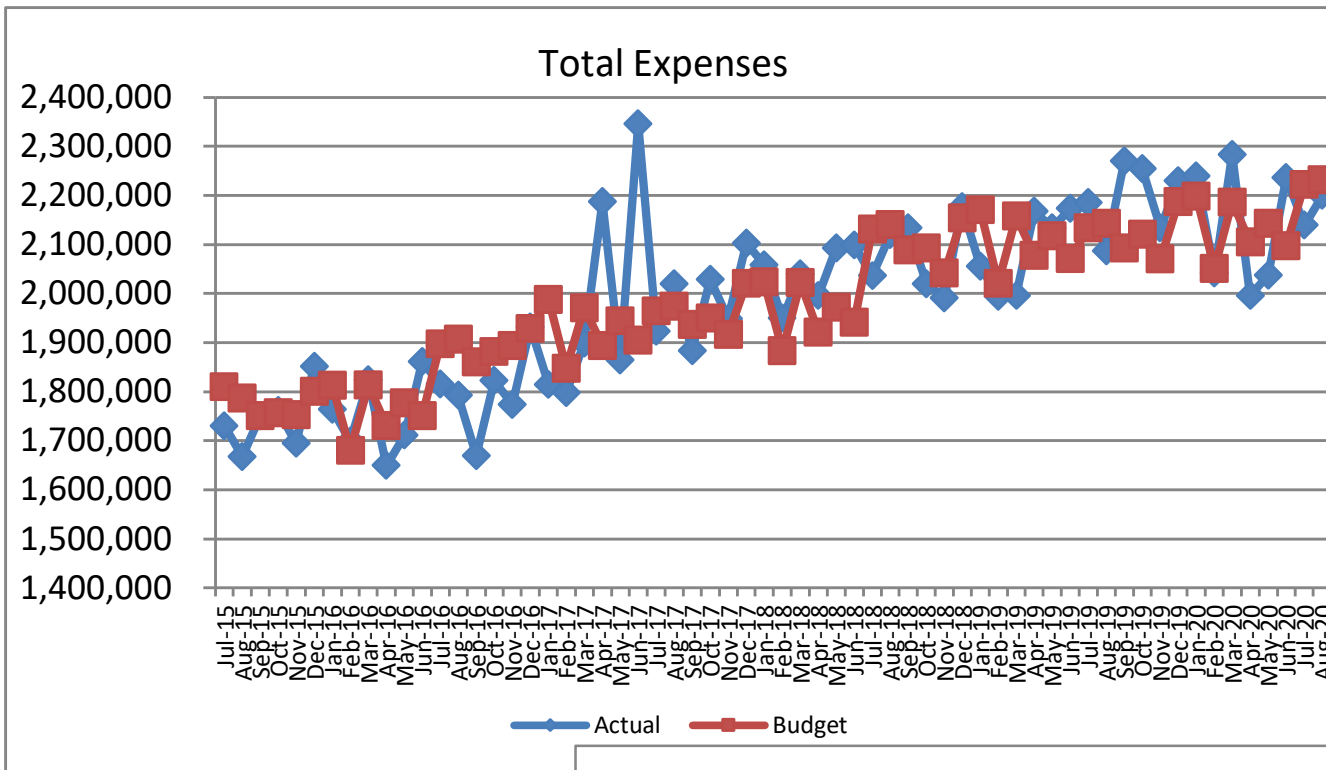


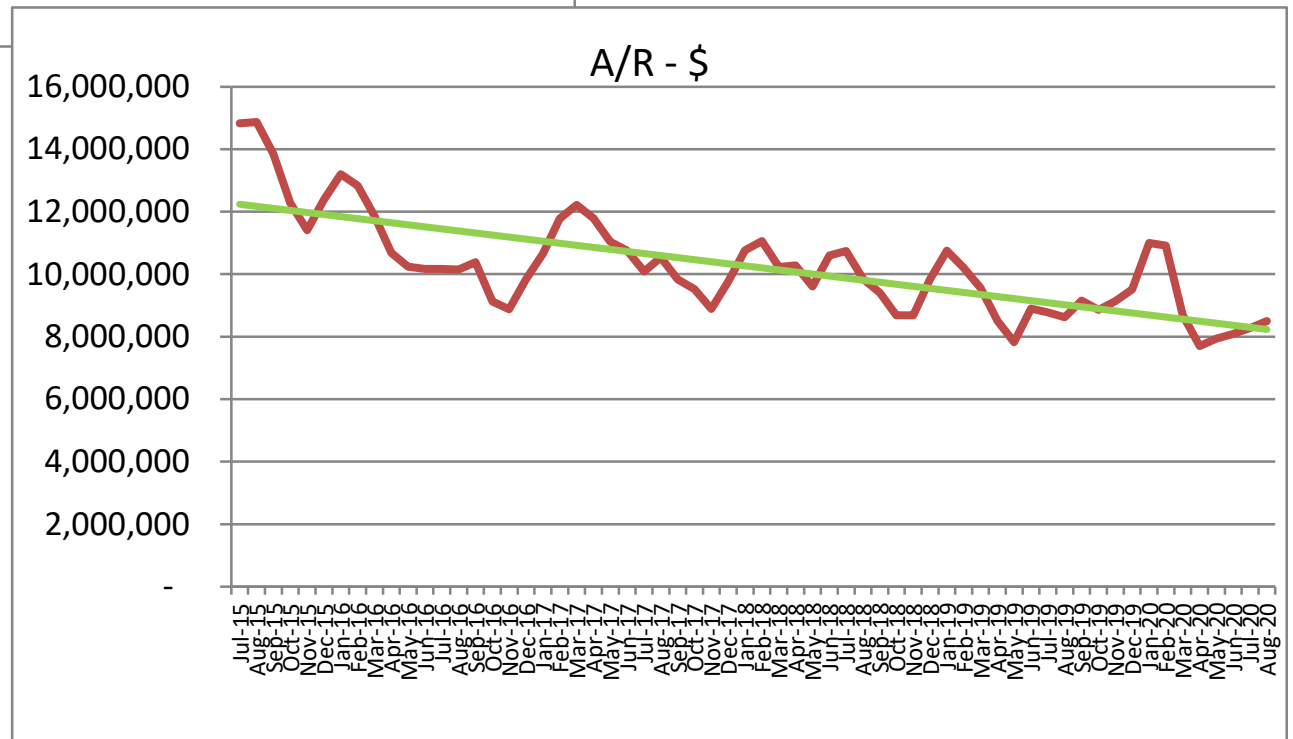
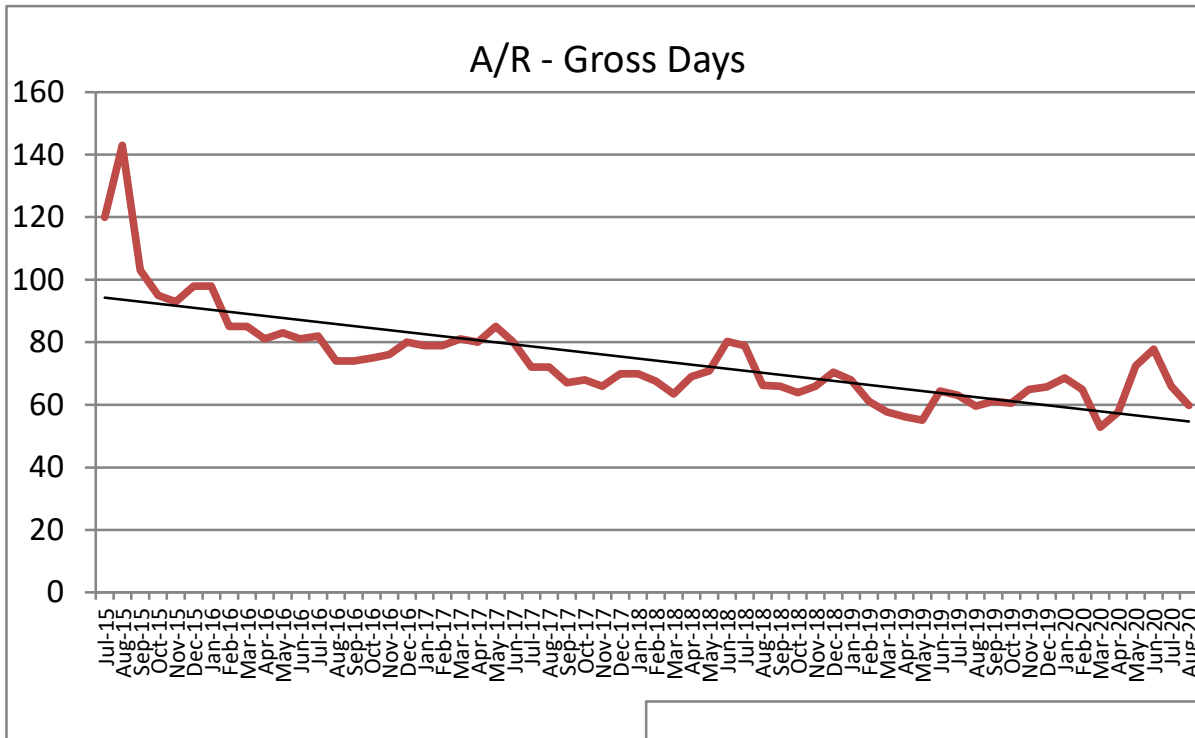














## **August 2020 Financial Results**

### **For the month . . .**

Total Patient Revenue for August 2020 was \$4,552,387 - this was 2.2% or \$104,684 less than budget. Inpatient revenue was again this month significantly over budget. ER revenue was right at (0.1% over) budget. Outpatient, Clinic, and SNF revenue were under budget.

Revenue deductions of \$2,211,743 were lower than budget by 7.1%.

Total Operating Revenue was \$2,478,529 – 4.4% higher than our budgeted amount.

Total Expenses of \$2,199,560 were 1.4% lower than budget.

Our Operating Cash and Investments total \$37,750,919 as of the end of month. Total days cash on hand as of the end of August 2020 were 563.

### **Key Statistics**

Acute patient days of 44 were 14% lower than the budgeted number. Swing days of 47 for the month were just over two times the budgeted number. Skilled Nursing Facility days of 3563 were 18% lower than budget – our Average Daily Census was 11.7. ER Visits of 900 were 6.8% lower than budget. Clinics Medical visits continue under budget. We had 293 Dental visits for August.

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

### **Year-to-Date (through 2 months of our Fiscal year)**

Total patient revenue is 0.1% lower than budget

Total Operating Revenue is 2.4% lower than budget

Total Expenses are 2.6% lower than budget

Our Surplus of \$635,262 is 1.1% lower than budget

**Bear Valley Community Healthcare District**  
**Financial Statements August 31, 2020**

**Financial Highlights—Hospital**  
**STATEMENT OF OPERATIONS**

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 19/20	FY 20/21		VARIANCE		FY 19/20	FY 20/21		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
1 Total patient revenue	4,771,490	4,552,387	4,657,071	(104,684)	-2.2%	9,298,804	9,137,484	9,148,392	(10,908)	-0.1%
2 Total revenue deductions	2,623,196	2,211,743	2,381,317	(169,574)	-7.1%	4,941,545	4,704,409	4,657,067	47,342	1.0%
3 % Deductions	55%	49%	51%			53%	51%	51%		
4 Net Patient Revenue	2,148,293	2,340,643	2,275,754	64,889	2.9%	4,357,259	4,433,076	4,491,325	(58,249)	-1.3%
5 % Net to Gross	45%	51%	49%			47%	49%	49%		
6 Other Revenue	26,718	137,886	99,183	38,703	39.0%	30,788	143,607	198,366	(54,759)	-27.6%
7 Total Operating Revenue	2,175,012	2,478,529	2,374,937	103,592	4.4%	4,388,047	4,576,683	4,689,691	(113,008)	-2.4%
8 Total Expenses	2,087,141	2,199,560	2,230,775	(31,215)	-1.4%	4,272,684	4,338,396	4,452,751	(114,355)	-2.6%
9 % Expenses	44%	48%	48%			46%	47%	49%		
10 Surplus (Loss) from Operations	87,870	278,969	144,162	134,807	-93.5%	115,363	238,287	236,940	1,347	-0.6%
11 % Operating margin	2%	6%	3%			1%	3%	3%		
12 Total Non-operating	203,612	201,655	202,538	(883)	-0.4%	423,158	396,975	405,076	(8,101)	-2.0%
13 Surplus/(Loss)	291,483	480,624	346,700	133,924	-38.6%	538,521	635,262	642,016	(6,754)	1.1%
14 % Total margin	6%	11%	7%			6%	7%	7%		

**BALANCE SHEET**

	A	B	C	D	E
	August	August	July		
	FY 19/20	FY 20/21	FY 20/21	VARIANCE	
				Amount	%
15 Gross Accounts Receivables	8,622,831	8,505,117	8,284,648	220,469	2.7%
16 Net Accounts Receivables	2,710,149	2,709,676	2,503,802	205,874	8.2%
17 % Net AR to Gross AR	31%	32%	30%		
18 Days Gross AR	69.6	59.7	66.0	(6.3)	-9.5%
19 Cash Collections	1,996,983	2,093,482	1,726,921	366,561	21.2%
20 Settlements/IGT Transactions	21,168	35,700	55,209	(19,509)	-35.3%
Stimulus Receipts	-	40,450	-	40,450	#DIV/0!
21 Investments	25,298,992	33,942,664	33,942,664	-	0.0%
22 Cash on hand	3,178,068	3,808,255	3,615,780	192,475	5.3%
23 Total Cash & Invest	28,477,060	37,750,919	37,558,444	192,475	0.5%
24 Days Cash & Invest	430	563	569	(5)	-1.0%
Total Cash and Investments	28,477,060	37,750,919			
Increase Current Year vs. Prior Year		9,273,859			

**Bear Valley Community Healthcare District**  
**Financial Statements August 31, 2020**

**Statement of Operations**

	A B C D E					F G H I J				
	Current Month					Year-to-Date				
	FY 19/20	FY 20/21		VARIANCE		FY 19/20	FY 20/21		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
<b>Gross Patient Revenue</b>										
1 Inpatient	109,683	249,801	160,089	89,712	56.0%	242,059	465,050	288,084	176,966	61.4%
2 Outpatient	893,759	752,158	875,904	(123,746)	-14.1%	1,746,463	1,512,133	1,704,181	(192,048)	-11.3%
3 Clinic Revenue	413,535	343,539	385,690	(42,151)	-10.9%	783,391	673,354	719,763	(46,409)	-6.4%
4 Emergency Room	3,116,633	3,044,910	3,043,045	1,865	0.1%	6,054,477	6,166,878	6,051,678	115,200	1.9%
5 Skilled Nursing Facility	237,879	161,978	192,343	(30,365)	-15.8%	472,415	320,070	384,686	(64,616)	-16.8%
6 <b>Total patient revenue</b>	<b>4,771,490</b>	<b>4,552,387</b>	<b>4,657,071</b>	<b>(104,684)</b>	<b>-2.2%</b>	<b>9,298,804</b>	<b>9,137,484</b>	<b>9,148,392</b>	<b>(10,908)</b>	<b>-0.1%</b>
<b>Revenue Deductions</b>										
7 Contractual Allow	2,523,579	2,218,801	2,103,286	115,515	5.5%	4,572,213	4,479,074	4,113,494	365,580	8.9%
8 Contractual Allow PY	(150,040)	(396,823)	-	(396,823)	#DIV/0!	(250,040)	(496,823)	-	(496,823)	#DIV/0!
9 Charity Care	10,036	13,142	14,640	(1,498)	-10.2%	31,807	38,170	28,623	9,547	33.4%
10 Administrative	(337)	9,457	6,850	2,607	38.1%	8,776	5,511	13,392	(7,881)	-58.8%
11 Policy Discount	16,516	11,862	17,075	(5,213)	-30.5%	27,725	29,352	33,383	(4,031)	-12.1%
12 Employee Discount	3,870	5,909	4,732	1,177	24.9%	11,720	13,570	9,251	4,319	46.7%
13 Bad Debts	160,654	240,011	234,734	5,277	2.2%	423,629	496,684	458,924	37,760	8.2%
14 Denials	58,918	109,385	-	109,385	#DIV/0!	115,715	138,871	-	138,871	#DIV/0!
15 <b>Total revenue deductions</b>	<b>2,623,196</b>	<b>2,211,743</b>	<b>2,381,317</b>	<b>(169,574)</b>	<b>-7.1%</b>	<b>4,941,545</b>	<b>4,704,409</b>	<b>4,657,067</b>	<b>47,342</b>	<b>1.0%</b>
16 <b>Net Patient Revenue</b>	<b>2,148,293</b>	<b>2,340,643</b>	<b>2,275,754</b>	<b>64,889</b>	<b>2.9%</b>	<b>4,357,259</b>	<b>4,433,076</b>	<b>4,491,325</b>	<b>(58,249)</b>	<b>-1.3%</b>
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 <b>Other Revenue</b>	26,718	137,886	99,183	38,703	39.0%	30,788	143,607	198,366	(54,759)	-27.6%
18 <b>Total Operating Revenue</b>	<b>2,175,012</b>	<b>2,478,529</b>	<b>2,374,937</b>	<b>103,592</b>	<b>4.4%</b>	<b>4,388,047</b>	<b>4,576,683</b>	<b>4,689,691</b>	<b>(113,008)</b>	<b>-2.4%</b>
<b>Expenses</b>										
19 Salaries	920,881	956,216	897,635	58,581	6.5%	1,830,680	1,881,622	1,794,172	87,450	4.9%
20 Employee Benefits	285,924	271,080	314,197	(43,117)	-13.7%	600,088	591,447	627,462	(36,015)	-5.7%
21 Registry	-	11,553	-	11,553	#DIV/0!	-	11,553	-	11,553	#DIV/0!
22 Salaries and Benefits	<b>1,206,805</b>	<b>1,238,850</b>	<b>1,211,832</b>	<b>27,018</b>	<b>2.2%</b>	<b>2,430,768</b>	<b>2,484,623</b>	<b>2,421,634</b>	<b>62,989</b>	<b>2.6%</b>
23 Professional fees	134,001	162,933	182,095	(19,162)	-10.5%	361,413	328,058	364,190	(36,132)	-9.9%
24 Supplies	146,720	154,942	168,953	(14,011)	-8.3%	303,757	263,210	332,477	(69,267)	-20.8%
25 Utilities	47,425	34,590	48,190	(13,600)	-28.2%	92,974	68,525	94,423	(25,898)	-27.4%
26 Repairs and Maintenance	29,353	48,999	50,283	(1,284)	-2.6%	68,218	106,779	100,566	6,213	6.2%
27 Purchased Services	319,068	353,033	354,626	(1,593)	-0.4%	622,015	685,951	709,875	(23,924)	-3.4%
28 Insurance	31,410	11,090	37,371	(26,281)	-70.3%	63,410	71,953	74,742	(2,789)	-3.7%
29 Depreciation	82,105	91,295	80,156	11,139	13.9%	164,210	182,590	160,312	22,278	13.9%
30 Rental and Leases	11,891	16,590	27,931	(11,341)	-40.6%	23,901	35,739	55,862	(20,123)	-36.0%
32 Dues and Subscriptions	5,446	6,659	6,318	341	5.4%	12,576	13,928	12,636	1,292	10.2%
33 Other Expense	72,916	80,579	63,020	17,559	27.9%	129,441	97,040	126,034	(28,994)	-23.0%
34 <b>Total Expenses</b>	<b>2,087,141</b>	<b>2,199,560</b>	<b>2,230,775</b>	<b>(31,215)</b>	<b>-1.4%</b>	<b>4,272,684</b>	<b>4,338,396</b>	<b>4,452,751</b>	<b>(114,355)</b>	<b>-2.6%</b>
35 <b>Surplus (Loss) from Operations</b>	<b>87,870</b>	<b>278,969</b>	<b>144,162</b>	<b>134,807</b>	<b>-93.5%</b>	<b>115,363</b>	<b>238,287</b>	<b>236,940</b>	<b>1,347</b>	<b>-0.6%</b>
<b>Non-Operating Income</b>										
37 Tax Revenue	201,917	204,167	204,167	-	0.0%	403,834	408,334	408,334	-	0.0%
38 Other non-operating	9,000	4,102	5,750	(1,649)	-28.7%	34,040	2,422	11,500	(9,079)	-78.9%
Interest Income	286	726	100	626	626.4%	586	940	200	740	370.2%
Interest Expense	(7,590)	(7,340)	(7,479)	139	-1.9%	(15,302)	(14,721)	(14,958)	237	-1.6%
IGT Expense	-	-	-	-	#DIV/0!	-	-	-	-	#DIV/0!
39 <b>Total Non-operating</b>	<b>203,612</b>	<b>201,655</b>	<b>202,538</b>	<b>(883)</b>	<b>-0.4%</b>	<b>423,158</b>	<b>396,975</b>	<b>405,076</b>	<b>(8,101)</b>	<b>-2.0%</b>
40 <b>Surplus/(Loss)</b>	<b>291,483</b>	<b>480,624</b>	<b>346,700</b>	<b>133,924</b>	<b>-38.6%</b>	<b>538,521</b>	<b>635,262</b>	<b>642,016</b>	<b>(6,754)</b>	<b>-1.1%</b>



**Bear Valley Community Healthcare District  
Financial Statements**

**Current Year Trending Statement of Operations**

**A Statement of Operations—CURRENT YEAR 2021**

	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
<b>Gross Patient Revenue</b>													
1 Inpatient	215,249	249,801											465,050
2 Outpatient	759,975	752,158											1,512,133
3 Clinic	329,815	343,539											673,354
4 Emergency Room	3,121,968	3,044,910											6,166,878
5 Skilled Nursing Facility	158,091	161,978											320,070
6 <b>Total patient revenue</b>	<b>4,585,098</b>	<b>4,552,387</b>	-	-	-	-	-	-	-	-	-	-	<b>9,137,484</b>
<b>Revenue Deductions</b>	C/A 0.49	0.49	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.49
7 Contractual Allow	2,260,273	2,218,801											4,479,074
8 Contractual Allow PY	(100,000)	(396,823)											(496,823)
9 Charity Care	25,028	13,142											38,170
10 Administrative	(3,946)	9,457											5,511
11 Policy Discount	17,491	11,862											29,352
12 Employee Discount	7,661	5,909											13,570
13 Bad Debts	256,673	240,011											496,684
14 Denials	29,487	109,385											138,871
<b>Total revenue deductions</b>	<b>2,492,666</b>	<b>2,211,743</b>	-	-	-	-	-	-	-	-	-	-	<b>4,704,409</b>
16 <b>Net Patient Revenue</b>	<b>2,092,432</b>	<b>2,340,643</b>	-	-	-	-	-	-	-	-	-	-	<b>4,433,076</b>
net / tot pat rev	45.6%	51.4%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	48.5%
17 <b>Other Revenue</b>	<b>5,722</b>	<b>137,886</b>											<b>143,607</b>
18 <b>Total Operating Revenue</b>	<b>2,098,154</b>	<b>2,478,529</b>	-	-	-	-	-	-	-	-	-	-	<b>4,576,683</b>
<b>Expenses</b>													
19 Salaries	925,406	956,216											1,881,622
20 Employee Benefits	320,367	271,080											591,447
21 Registry	-	11,553											11,553
22 Salaries and Benefits	1,245,773	1,238,850	-	-	-	-	-	-	-	-	-	-	2,484,623
23 Professional fees	165,124	162,933											328,058
24 Supplies	108,268	154,942											263,210
25 Utilities	33,935	34,590											68,525
26 Repairs and Maintenance	57,780	48,999											106,779
27 Purchased Services	332,918	353,033											685,951
28 Insurance	60,863	11,090											71,953
29 Depreciation	91,295	91,295											182,590
30 Rental and Leases	19,149	16,590											35,739
32 Dues and Subscriptions	7,269	6,659											13,928
33 Other Expense.	16,461	80,579											97,040
34 <b>Total Expenses</b>	<b>2,138,836</b>	<b>2,199,560</b>	-	-	-	-	-	-	-	-	-	-	<b>4,338,396</b>
<b>Surplus (Loss) from Operations</b>	<b>(40,683)</b>	<b>278,969</b>	-	-	-	-	-	-	-	-	-	-	<b>238,287</b>
<b>Non-Operating Income</b>													
37 Tax Revenue	204,167	204,167											408,334
38 Other non-operating	(1,680)	4,102											2,422
Interest Income	214	726											940
Interest Expense	(7,381)	(7,340)											(14,721)
IGT Expense	-	-											-
39 <b>Total Non-operating</b>	<b>195,320</b>	<b>201,655</b>	-	-	-	-	-	-	-	-	-	-	<b>396,975</b>
<b>40 Surplus/(Loss)</b>	<b>154,638</b>	<b>480,624</b>	-	-	-	-	-	-	-	-	-	-	<b>635,262</b>

2020-2021 Actual BS

BALANCE SHEET

	PY		
	July	Aug	June
ASSETS:			
Current Assets			
Cash and Cash Equivalents (Includes CD's)	3,615,780	3,808,255	3,981,146
Gross Patient Accounts Receivable	8,283,966	8,504,189	8,079,622
Less: Reserves for Allowances & Bad Debt	5,780,164	5,794,514	5,761,024
Net Patient Accounts Receivable	2,503,802	2,709,676	2,318,898
Tax Revenue Receivable	2,450,000	2,450,000	52,606
Other Receivables	-871,228	-858,343	-831,807
Inventories	195,677	206,729	178,033
Prepaid Expenses	513,673	474,367	313,818
Due From Third Party Payers	0	0	
Due From Affiliates/Related Organizations	0	0	
Other Current Assets	0	0	
Total Current Assets	8,407,704	8,790,683	6,012,695
Assets Whose Use is Limited			
Investments	33,942,664	33,942,664	33,942,664
Other Limited Use Assets	144,375	144,375	144,375
Total Limited Use Assets	34,087,039	34,087,039	34,087,039
Property, Plant, and Equipment			
Land and Land Improvements	3,063,051	3,063,051	3,063,051
Building and Building Improvements	10,157,771	10,157,771	10,157,771
Equipment	13,039,965	13,118,413	12,998,413
Construction In Progress	299,400	350,846	216,365
Capitalized Interest			
Gross Property, Plant, and Equipment	26,560,187	26,690,082	26,435,600
Less: Accumulated Depreciation	15,717,377	15,808,672	15,626,082
Net Property, Plant, and Equipment	10,842,809	10,881,409	10,809,518
TOTAL UNRESTRICTED ASSETS	53,337,552	53,759,131	50,909,251
Restricted Assets	0	0	0
TOTAL ASSETS	53,337,552	53,759,131	50,909,251

2020-2021 Actual BS

BALANCE SHEET

	PY		
	July	Aug	June
LIABILITIES:			
Current Liabilities			
Accounts Payable	996,145	982,173	1,092,307
Notes and Loans Payable			
Accrued Payroll	1,038,708	1,113,869	837,369
Patient Refunds Payable			
Due to Third Party Payers (Settlements)	7,832,693	7,909,286	7,917,421
Advances From Third Party Payers			
Current Portion of Def Rev - Txs,	2,245,833	2,081,666	0
Current Portion - LT Debt	40,000	40,000	40,000
Current Portion of AB915			
Other Current Liabilities (Accrued Interest & Accrued Other)	14,801	22,141	7,420
Total Current Liabilities	12,168,180	12,149,135	9,894,516
Long Term Debt			
USDA Loan	2,815,000	2,815,000	2,815,000
Leases Payable	0	0	0
Less: Current Portion Of Long Term Debt	0	0	0
Total Long Term Debt (Net of Current)	2,815,000	2,815,000	2,815,000
Other Long Term Liabilities			
Deferred Revenue	0	0	0
Other	0	0	
Total Other Long Term Liabilities	0	0	0
TOTAL LIABILITIES	14,983,180	14,964,135	12,709,517
Fund Balance			
Unrestricted Fund Balance	38,199,734	38,199,734	32,182,080
Temporarily Restricted Fund Balance	0	0	
Equity Transfer from FRHG	0	0	
Net Revenue/(Expenses)	154,638	635,262	6,017,654
TOTAL FUND BALANCE	38,354,372	38,834,996	38,199,734
TOTAL LIABILITIES & FUND BALANCE	53,337,552	53,799,131	50,909,251

Units of Service												
For the period ending August 31, 2020												
31						62						
Current Month						Bear Valley Community Hospital						
						Year-To-Date						
Aug-20	Aug-19	Actual -Budget		Act.-Act.		Aug-20	Aug-19	Actual -Budget		Act.-Act.		
Actual	Budget	Actual	Variance	Var %	Var %	Actual	Budget	Actual	Variance	Var %	Var %	
44	51	24	(7)	-13.7%	83.3%	Med Surg Patient Days	109	99	45	10	10.1%	142.2%
47	23	10	24	104.3%	370.0%	Swing Patient Days	47	36	10	11	30.6%	370.0%
363	445	507	(82)	-18.4%	-28.4%	SNF Patient Days	718	895	1,009	(177)	-19.8%	-28.8%
<b>454</b>	<b>519</b>	<b>541</b>	<b>(65)</b>	<b>-12.5%</b>	<b>-16.1%</b>	<b>Total Patient Days</b>	<b>874</b>	<b>1,030</b>	<b>1,064</b>	<b>(156)</b>	<b>-15.1%</b>	<b>-17.9%</b>
9	13	12	(4)	-30.8%	-25.0%	Acute Admissions	25	26	19	(1)	-3.8%	31.6%
10	13	11	(3)	-23.1%	-9.1%	Acute Discharges	22	26	18	(4)	-15.4%	22.2%
4.4	3.9	2.2	0.5	12.2%	101.7%	Acute Average Length of Stay	5.0	3.8	2.5	1.1	30.1%	98.2%
1.4	1.6	0.8	(0.2)	-13.7%	83.3%	Acute Average Daily Census	1.8	2	0.7	0.2	10.1%	142.2%
13.2	15.1	16.7	(1.9)	-12.4%	-20.7%	SNF/Swing Avg Daily Census	12.3	15	16.4	(2.7)	-17.8%	-24.9%
<b>14.6</b>	<b>16.7</b>	<b>17.5</b>	<b>(2.1)</b>	<b>-12.5%</b>	<b>-16.1%</b>	<b>Total Avg. Daily Census</b>	<b>14.1</b>	<b>17</b>	<b>17.2</b>	<b>(2.5)</b>	<b>-15.1%</b>	<b>-17.9%</b>
<b>33%</b>	<b>37%</b>	<b>39%</b>	<b>-5%</b>	<b>-12.5%</b>	<b>-16.1%</b>	<b>% Occupancy</b>	<b>31%</b>	<b>37%</b>	<b>38%</b>	<b>-6%</b>	<b>-15.1%</b>	<b>-17.9%</b>
3	12	10	(9)	-75.0%	-70.0%	Emergency Room Admitted	12	24	22	(12)	-50.0%	-45.5%
897	954	1,988	(57)	-6.0%	-54.9%	Emergency Room Discharged	1,873	1,908	1,988	(35)	-1.8%	-5.8%
<b>900</b>	<b>966</b>	<b>1,998</b>	<b>(66)</b>	<b>-6.8%</b>	<b>-55.0%</b>	<b>Emergency Room Total</b>	<b>1,885</b>	<b>1,932</b>	<b>2,010</b>	<b>(47)</b>	<b>-2.4%</b>	<b>-6.2%</b>
<b>29</b>	<b>31</b>	<b>64</b>	<b>(2)</b>	<b>-6.8%</b>	<b>-55.0%</b>	<b>ER visits per calendar day</b>	<b>30</b>	<b>31</b>	<b>32</b>	<b>(1)</b>	<b>-2.4%</b>	<b>-6.2%</b>
<b>33%</b>	<b>92%</b>	<b>83%</b>	<b>44%</b>	<b>48.1%</b>	<b>-60.0%</b>	<b>% Admits from ER</b>	<b>48%</b>	<b>92%</b>	<b>116%</b>	<b>8%</b>	<b>9.0%</b>	<b>-58.5%</b>
1	-	-	1	0.0%	#DIV/0!	Surgical Procedures I/P	1	-	-	1	0.0%	#DIV/0!
12	9	8	3	33.3%	50.0%	Surgical Procedures O/P	12	18	16	(6)	-33.3%	-25.0%
<b>13</b>	<b>9</b>	<b>8</b>	<b>4</b>	<b>44.4%</b>	<b>62.5%</b>	<b>TOTAL Procedures</b>	<b>13</b>	<b>18</b>	<b>16</b>	<b>(5)</b>	<b>-27.8%</b>	<b>-18.8%</b>
<b>1,013</b>	<b>774</b>	<b>468</b>	<b>239</b>	<b>30.9%</b>	<b>116.5%</b>	<b>Surgical Minutes Total</b>	<b>1,013</b>	<b>1,548</b>	<b>1,452</b>	<b>(535)</b>	<b>-34.6%</b>	<b>-30.2%</b>

**Units of Service**  
For the period ending August 31, 2020

Current Month						Bear Valley Community Hospital						Year-To-Date		
Aug-20 Actual	Budget	Aug-19 Actual	Actual -Budget Variance	Var %	Act.-Act. Var %		Aug-20 Actual	Budget	Aug-19 Actual	Actual -Budget Variance	Var %	Act.-Act. Var %		
5,790	6,655	6,900	(865)	-13.0%	-16.1%	Lab Procedures	12,276	13,233	1,657	(957)	-7.2%	640.9%		
720	901	812	(181)	-20.1%	-11.3%	X-Ray Procedures	1,522	1,734	1,020	(212)	-12.2%	49.2%		
389	311	273	78	25.1%	42.5%	C.T. Scan Procedures	761	619	596	142	22.9%	27.7%		
214	216	229	(2)	-0.9%	-6.6%	Ultrasound Procedures	423	408	473	15	3.7%	-10.6%		
38	54	67	(16)	-29.6%	-43.3%	Mammography Procedures	84	108	98	(24)	-22.2%	-14.3%		
245	321	271	(76)	-23.7%	-9.6%	EKG Procedures	525	642	571	(117)	-18.2%	-8.1%		
39	108	119	(69)	-63.9%	-67.2%	Respiratory Procedures	119	191	184	(72)	-37.7%	-35.3%		
1,480	1,600	1,806	(120)	-7.5%	-18.1%	Physical Therapy Procedures	2,842	2,850	3,261	(8)	-0.3%	-12.8%		
1,643	2,186	1,950	(543)	-24.8%	-15.7%	Primary Care Clinic Visits	3,290	3,844	3,509	(554)	-14.4%	-6.2%		
293	250	400	43	17.2%	-26.8%	Specialty Clinic Visits	547	500	668	47	9.4%	-18.1%		
<b>1,936</b>	<b>2,436</b>	<b>2,350</b>	<b>(500)</b>	<b>-20.5%</b>	<b>-17.6%</b>	<b>Clinic</b>	<b>3,837</b>	<b>4,344</b>	<b>4,177</b>	<b>(507)</b>	<b>-11.7%</b>	<b>-8.1%</b>		
<b>74</b>	<b>94</b>	<b>90</b>	<b>(19)</b>	<b>-20.5%</b>	<b>-17.6%</b>	<b>Clinic visits per work day</b>	<b>21</b>	<b>24</b>	<b>23</b>	<b>(3)</b>	<b>-11.7%</b>	<b>-8.1%</b>		
17.7%	19.00%	22.20%	-1.30%	-6.84%	-20.27%	% Medicare Revenue	16.55%	19.00%	20.90%	-2.45%	-12.89%	-20.81%		
36.30%	37.00%	38.20%	-0.70%	-1.89%	-4.97%	% Medi-Cal Revenue	34.50%	37.00%	36.10%	-2.50%	-6.76%	-4.43%		
41.50%	39.00%	34.80%	2.50%	6.41%	19.25%	% Insurance Revenue	44.20%	39.00%	37.75%	5.20%	13.33%	17.09%		
4.50%	5.00%	4.80%	-0.50%	-10.00%	-6.25%	% Self-Pay Revenue	4.75%	5.00%	5.25%	-0.25%	-5.00%	-9.52%		
144.5	156.4	142.8	(11.9)	-7.6%	1.2%	Productive FTE's	141.57	156.4	141.9	(14.8)	-9.5%	-0.2%		
161.4	172.8	165.9	(11.4)	-6.6%	-2.8%	Total FTE's	159.49	172.7	165.9	(13.2)	-7.6%	-3.9%		



## **CFO REPORT for**

### **October 2020 Finance Committee and Board Meetings**

#### **OR Projects**

In this year's budget we have included a total of \$23,200.00 for removal and replacement of LIM (Line Isolation Module) equipment in the OR / Surgery area. We have also budgeted \$80,000.00 for new baseboards, flooring, and wall repairs.

We are currently reviewing requirements for finalizing moving forward with these needs.

#### **Staffing / FTE update**

FTE (Full Time Equivalents) are running under budget so far this fiscal year. We are using some additional staff for screening of patients during this pandemic. We have an Assistant Manager in Lab to assist with additional testing and new equipment. We are moving forward with Behavioral Health Pilot Project (BHPP) as grant has been awarded (this will add one to two FTE to assist behavioral health patients). As we continue to move forward with OR / Surgery we are looking to need to add some staff hours to support surgery cases.

## **Vacuum Plant Replacement Project**

Approximately two months ago original equipment (vacuum pump) failed. That system had a very old oil pump. We first had a motor fail, then when we went to replace the motor we noticed the external/mechanical parts to the pump were failing. We attempted to locate a replacement pump however they have been obsolete for many years. Shortly after, the pump actually self-destructed and we lost vacuum/suction for the entire facility. We were able to obtain rental pumps until we could get a temporary pump in place soon after the original pump failed. That was not easy considering the temporary pump weighs 450 lbs. Currently the facility is running on a rented pump sitting on the ground next to the original equipment.

We find that we need to replace this vacuum / suction equipment. Equipment cost is \$29,378.00. Installation cost is estimated to be less than \$20,000.00.

## **COVID19 Financial Updates**

We have been awarded a Coronavirus Small Rural Hospital Improvement Program (COVID SHIP) grant. COVID SHIP is a federal grant to prevent, prepare for, and respond to the Coronavirus Public Health Emergency (COVID-19). This includes responding to the increased need for testing, clinical services, and equipment to meet the needs of the hospital's community as well as address financial and workforce challenges related to the impact of COVID-19 in their rural and remote area. The amount of the grant is \$84,317.