



MISSION

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

VISION

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

BOARD OF DIRECTORS BUSINESS MEETING AGENDA

WEDNESDAY, SEPTEMBER 08, 2021 @ 1:00 PM

CLOSED SESSION 1:00 PM HOSPITAL ADMINISTRATION ROOM

OPEN SESSION @ APPROXIMATELY 2:30 PM HOSPITAL CAFETERIA

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 2:30 p.m. –Hospital Cafeteria 41870 Garstin Drive, Big Bear Lake, CA 92315)

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

OPEN SESSION

1. CALL TO ORDER

Peter Boss, President

2. PUBLIC FORUM FOR CLOSED SESSION

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

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

3. ADJOURN TO CLOSED SESSION*

CLOSED SESSION

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

- (1) Chief of Staff Report

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

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

3. REAL PROPERTY NEGOTIATIONS: *Government Code Section 54956.8/TRADE SECRETS: *Pursuant to Health and Safety Code Section 32106 and Civil Code Section 34266.1

- (1) Property Acquisition/Lease/Tentative Improvement (Anticipated Disclosure 9/08/21)

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

- (1) Jeffrey Orr, MD Physician Clinic Service Agreement (Anticipated Disclosure 9/08/21)
- (2) Jeffrey Orr, MD Hospitalist Service Agreement (Anticipated Disclosure 9/08/21)
- (3) Madhu Anvekar, MD Hospitalist Service Agreement (Anticipated Disclosure 9/08/21)
- (4) David Horner, MD Hospitalist Service Agreement (Anticipated Disclosure 9/08/21)
- (5) James Skoien, Lac, Acupuncturist Service Agreement (Anticipated Disclosure 9/08/21)

- (6) Steven Knapik, DO FHC Medical Director Service Agreement (Anticipated Disclosure 9/08/21)
- (7) Center for Oral Health SNF Dental Service (Anticipated Disclosure 9/08/21)
- (8) Pacific Pulmonary Medical Group Clinic Provider Service Agreement (Anticipated Disclosure 9/08/21)

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

Marsha Oskey, 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. August 11, 2021 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant

B. August 2021 Human Resource Report: Erin Wilson, Human Resource Director

C. August 2021 Plant and Maintenance Report: Michael Mursick, Plant & Maint. Manager

D. Policies & Procedures (Summary Attached)

(1) Incentive Pay

10. OLD BUSINESS*

- None

11. NEW BUSINESS*

- A.** Discussion and Potential Approval of the Following Service Agreements:
 - (1) Jeffrey Orr, MD Physician Clinic Service Agreement
 - (2) Jeffrey Orr, MD Hospitalist Service Agreement
 - (3) Madhu Anvekar, MD Hospitalist Service Agreement
 - (4) David Horner, MD Hospitalist Service Agreement
 - (5) James Skoien, Lac, Acupuncturist Service Agreement
 - (6) Steven Knapik, DO FHC Medical Director Service Agreement
 - (7) Center for Oral Health SNF Dental Service Agreement
 - (8) Pacific Pulmonary Medical Group Clinic Provider Service Agreement
- B.** Discussion, Interview, and Potential Approval of Bear Valley Community Healthcare District, Board of Director Candidate/Appointment
- C.** Discussion and Potential Approval of Resolution #21/465: Bear Valley Family Practice & Urgent Care Tax ID Number

12. ACTION ITEMS*

- A. Acceptance of QHR Health Report**
Woody White, QHR Health
 - (1) September 2021 QHR Health Report
- B. Acceptance of CNO Report**
Kerri Jex, Chief Nursing Officer
 - (1) August 2021 CNO Report
- C. Acceptance of the CEO Report**
John Friel, Chief Executive Officer
 - (1) September 2021 CEO Report
- D. Acceptance of the Finance Report & CFO Report**
Garth Hamblin, Chief Financial Officer
 - (1) July 2021
 - (2) CFO Report

13. ADJOURNMENT*

*** Denotes Possible Action Items**

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BUSINESS BOARD MEETING MINUTES
41870 GARSTIN DRIVE, BIG BEAR LAKE, CA 92315
AUGUST 11, 2021**

PRESENT: Peter Boss, MD, President Mark Kaliher, RN, Secretary
 Steven Baker, 1st Vice President John Friel, CEO
 Jack Briner, 2nd Vice President Shelly Egerer, Exec. Assistant

ABSENT: Gail Dick, Auxiliary

STAFF: Mary Norman Kerri Jex Erin Wilson

OTHER: Woody White w/ QHR via phone Marsha Oskey w/Foundation

**COMMUNITY
MEMBERS:** None

OPEN SESSION

1. CALL TO ORDER:

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

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION:

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

2. ADJOURNED TO CLOSED SESSION:

President Boss called for a motion to adjourn to Closed Session at 1:01 p.m. Motion by Board Member Briner to adjourn to Closed Session. Second by Board Member Baker to adjourn to Closed Session. President Boss called for a vote. A vote in favor of the motion was 4/0.

- Board Member Kaliher - yes
- President Boss - yes
- Board Member Baker - yes
- Board Member Briner - yes

RECONVENE TO OPEN SESSION

1. CALL TO ORDER:

President Boss called the meeting to Open Session at 2:30 p.m.

2. ROLL CALL:

Peter Boss, Mark Kaliher, Steven Baker and Jack Briner were present. Also present was John Friel, CEO, and Shelly Egerer, Executive Assistant.

3. FLAG SALUTE:

Board Member Briner led flag salute and all present participated.

4. ADOPTION OF AGENDA:

President Boss called for a motion to adopt the August 11, 2021 agenda as presented. Motion by Board Member Melnick to adopt the August 11, 2021 agenda as presented. Second by Board Member Baker to adopt the August 11, 2021 agenda as presented. President Boss called for a vote. A vote in favor of the motion was 5/0.

- Board Member Kaliher - yes
- President Boss - yes
- Board Member Baker - yes
- Board Member Briner - yes

5. RESULTS OF CLOSED SESSION:

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

- Chief of Staff Report:
 - Request for Change of Status
 - Keith Errecart, MD- Active
- Risk Report/Compliance Report
- QI Report

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

- Board Member Kaliher - yes
- President Boss - yes
- Board Member Baker - yes
- Board Member Briner - yes

6. PUBLIC FORUM FOR OPEN SESSION:

President Boss opened the Hearing Section for Public Comment on Open Session items at 2:30 p.m. Hearing no request to make public comment. President Boss closed Public Forum for Closed Session at 2:30 p.m.

7. DIRECTORS COMMENTS

- President Boss reported Perri Melnick resigned from the Board of Directors and the Board vacancy is posted.

8. INFORMATION REPORTS

A. Foundation Report:

- Ms. Oskey reported the following information:
 - Received a wish list from the hospital
 - Tree of Lights is the next fundraiser
 - Did you know RAC card has been completed and will be handed out to all patients
 - QR code also added to the document for donations

B. Auxiliary Report:

- Mr. Friel reported that due to the COVID variant increase in positive cases we have suspended the Auxiliary members again from being on site to ensure their safety and health.

9. CONSENT AGENDA:

- A.** July 19, 2021 Special Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
- B.** July 2021 Human Resource Report: Erin Wilson; Human Resource Director
- C.** July 2021 Plant and Maintenance Report: Michael Mursick, Plant & Maint. Manager
- D.** July 2021 Infection Control Report: Heather Loose, Infection Preventionist
- E.** Critical Access Hospital Annual Evaluation for 2020
- F.** Policies & Procedures:
 - (1) Antikickback Statue
 - (2) Code of Conduct
 - (3) Compliance Program
 - (4) False Claims Act
 - (5) HIPAA Compliance Program
 - (6) Patient Discrimination Complaint Grievance Procedure
 - (7) Report of Suspected or Known Compliance Issues
 - (8) Safe Surrender (Accepting Physical Custody of Abandoned Newborn)
 - (9) Suspected Coronavirus COVID-19 Procedure
 - (10) Medicare Bad Debt

President Boss called for a motion to approve the Consent Agenda as presented. Motion by Board Member Baker to approve the Consent Agenda as presented. Second by Board Member Kaliher to approve the Consent Agenda as presented. President Boss called for the vote. A vote in favor of the motion was 4/0.

- Board Member Kaliher - yes
- President Boss - yes
- Board Member Baker - yes
- Board Member Briner - yes

10. OLD BUSINESS*

- None

11. NEW BUSINESS*

- A.** Discussion and Potential Approval of the Following Service Agreements:
 - (1) Center for Oral Health
 - (2) WIPFLI LLP Cost Report Service Agreement

President Boss called for a motion to approve the Center for Oral Health and WIPFLI Cost Report service agreement as presented. Motion by Board Member Briner to approve the Center for Oral Health and WIPFLI Cost Report service agreement as presented. Second by Board Member Baker to approve the Center for Oral Health and WIPFLI Cost Report service agreement as presented. President Boss called for the vote. A vote in favor of the motion was 4/0.

- Board Member Kaliher - yes
- President Boss - yes
- Board Member Baker - yes
- Board Member Briner - yes

B. Discussion and Potential Approval of the Following:

(1) Board of Director Treasurer Seat

President Boss nominated Board Member Baker for the treasurer seat. Second by Board Member Briner to nominate Board Member Baker for the treasurer seat. President Boss called for the vote. A vote in favor of the motion was 4/0.

- Board Member Kaliher - yes
- President Boss - yes
- Board Member Baker - yes
- Board Member Briner - yes

(2) Finance Committee Meeting Vice Chair

President Boss nominated Board Member Briner for the Finance Committee Vice Chair. Second by Board Member Baker to nominate Board Member Briner for the Finance Committee Vice Chair. President Boss called for the vote. A vote in favor of the motion was 3/1 abstain.

- Board Member Kaliher - yes
- President Boss - yes
- Board Member Baker - abstained
- Board Member Briner - yes

12. ACTION ITEMS*

A. QHR Health Report:

(1) August 2021 QHR Health Report:

- Mr. White reported the following:
 - CEO resumes are being reviewed
 - Continue to work with the team on the Medical Stabilization Program

President Boss motioned to approve the QHR Report as presented. Motion by Board Member Kaliher to approve the QHR Report as Presented. Second by Board Member Briner to approve the QHR Report as presented. President Boss called for the vote. A vote in favor of the motion was 4/0.

- Board Member Kaliher - yes
- President Boss - yes
- Board Member Baker - yes
- Board Member Briner - yes

B. CNO Report:

(1) August 2021 CNO Report:

- Ms. Jex reported the following information
 - COVID is surging in the facility
 - Facing difficulties with transfers and staff
 - Five traveler needs are out at this time

- COVID ward itself takes a full team
- Vaccination for all Healthcare Workers is mandated but there are two exemptions
- Visitation AFL are to have a vaccine or negative test within 72 hours
- Medical Stabilization Program has stopped due to the need to use staff for COVID
- Surgeries are also cancelled for the month of August

President Boss called for a motion to approve the CNO Report as presented. Motion by Board Member Baker to approve the CNO Report as presented. Second by Board Member Briner 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 Kaliher - yes
- President Boss - yes
- Board Member Baker - yes
- Board Member Briner - yes

C. Acceptance of the CEO Report:

(1) August 2021 CEO Report:

- Mr. Friel reported the following information:
 - Salary adjustment for COVID was reinstated to staff
 - Senator Bogh was on site for a visit
 - Discussed seismic requirements

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

- Board Member Kaliher - yes
- President Boss - yes
- Board Member Baker - yes
- Board Member Briner - yes

D. Acceptance of the Finance Report:

(1) June 2021 Financials:

- Mr. Hamblin reported the following information:
 - Received \$1.6 million in IGT monies
 - Surplus pre-audit is \$2.7 million
 - 547 days cash on hand

(2) CFO Report:

- Mr. Hamblin provided the following:
 - Portal for reporting COVID expenses is open
 - Applied for PPL forgiveness is still in process

President Boss called for a motion to approve the June 2021 Finance Report and CFO Report as presented. Motion by Board Member Baker to approve the June 2021 Finance Report and CFO Report as presented. Second by Board Member Kaliher to approve the June 2021 Finance Report as presented. President Boss called for the vote. A vote in favor was unanimously approved 4/0.

- Board Member Kaliher - yes
- President Boss - yes
- Board Member Baker - yes
- Board Member Briner -yes

13. ADJOURNMENT:

President Boss called for a motion to adjourn the meeting at 3:00 p.m. Motion by Board Member Briner to adjourn the meeting. Second by Board Member Baker to adjourn the meeting. President Boss called for the vote. A vote in favor of the motion was unanimously approved 4/0.

- Board Member Kaliher - yes
- President Boss - yes
- Board Member Baker - yes
- Board Member Briner - yes



Board Report

August 2021

Staffing	Active: 226 – FT: 154 PT: 11 PD: 61 New Hires: 1 Terms: 3 (3 Voluntary 0 Involuntary) Open Positions: 15																																																																																																																						
Employee Performance Evaluations	DELINQUENT: See attachment 30 days: 4 60 days: 3 90 days: 8 90+ days: 9 – (RT, Acute, ER, Dietary, SNF, Admin) See Attachment																																																																																																																						
Work Comp	NEW CLAIMS: 0 OPEN: 9 Indemnity (Wage Replacement, attempts to make the employee financially whole) – 7 Future Medical Care – 0 Medical Only – 2																																																																																																																						
Employee Morale	Ongoing Culture of Ownership Initiatives Birthday Celebration Years of Service Awards 9/14/21																																																																																																																						
Beta HEART	Care for the Caregiver training.																																																																																																																						
2022 Healthcare Benefits	<table border="1"> <thead> <tr> <th></th><th># EES *</th><th>Current</th><th>Renewal</th></tr> </thead> <tbody> <tr> <td colspan="4">Medical – (CalPERS)</td></tr> <tr> <td>HMO 1 - Anthem HMO Select</td><td>42</td><td>\$372,723</td><td>\$394,523</td></tr> <tr> <td>HMO 2 - Anthem HMO Traditional</td><td>0</td><td>\$0</td><td>\$0</td></tr> <tr> <td>HMO 3 - Blue Shield Access+ HMO</td><td>1</td><td>\$10,019</td><td>\$9,358</td></tr> <tr> <td>HMO 4 - HealthNet SmartCare HMO</td><td>9</td><td>\$104,552</td><td>\$115,662</td></tr> <tr> <td>HMO 5 - Kaiser HMO</td><td>40</td><td>\$389,043</td><td>\$418,048</td></tr> <tr> <td>PPO 1 - PERS Select PPO</td><td>29</td><td>\$274,860</td><td>\$343,955</td></tr> <tr> <td>PPO 2 - PERS Choice PPO</td><td>12</td><td>\$133,368</td><td>\$151,262</td></tr> <tr> <td>PPO 3 - PERS Care PPO</td><td>1</td><td>\$32,325</td><td>\$26,937</td></tr> <tr> <td>Total Medical</td><td>134</td><td>\$1,316,889</td><td>\$1,459,746</td></tr> <tr> <td colspan="2"></td><td>\$ Change</td><td>\$142,857</td></tr> <tr> <td colspan="2"></td><td>% Change</td><td>10.8%</td></tr> <tr> <td colspan="4">Dental - Principal</td></tr> <tr> <td>POS</td><td>155</td><td>\$121,483</td><td>\$127,426</td></tr> <tr> <td>Total Dental</td><td>155</td><td>\$121,483</td><td>\$127,426</td></tr> <tr> <td colspan="2"></td><td>\$ Change</td><td>\$5,943</td></tr> <tr> <td colspan="2"></td><td>% Change</td><td>4.9%</td></tr> <tr> <td colspan="4">Vision - EyeMed</td></tr> <tr> <td>PPO</td><td>151</td><td>\$18,007</td><td>\$18,007</td></tr> <tr> <td>Total Vision</td><td>151</td><td>\$18,007</td><td>\$18,007</td></tr> <tr> <td colspan="2"></td><td>\$ Change</td><td>\$0</td></tr> <tr> <td colspan="2"></td><td>% Change</td><td>0.0%</td></tr> <tr> <td colspan="4">Basic Life - Mutual of Omaha</td></tr> <tr> <td>\$20,000</td><td>-</td><td>\$3,418</td><td>\$3,418</td></tr> <tr> <td>Total Life</td><td>-</td><td>\$3,418</td><td>\$3,418</td></tr> <tr> <td colspan="2"></td><td>Total Annual Premium</td><td>\$1,608,597</td></tr> <tr> <td colspan="2"></td><td>Annual \$ Difference from Current</td><td>\$148,800</td></tr> <tr> <td colspan="2"></td><td>Annual % Difference from Current</td><td>10.2%</td></tr> </tbody> </table>				# EES *	Current	Renewal	Medical – (CalPERS)				HMO 1 - Anthem HMO Select	42	\$372,723	\$394,523	HMO 2 - Anthem HMO Traditional	0	\$0	\$0	HMO 3 - Blue Shield Access+ HMO	1	\$10,019	\$9,358	HMO 4 - HealthNet SmartCare HMO	9	\$104,552	\$115,662	HMO 5 - Kaiser HMO	40	\$389,043	\$418,048	PPO 1 - PERS Select PPO	29	\$274,860	\$343,955	PPO 2 - PERS Choice PPO	12	\$133,368	\$151,262	PPO 3 - PERS Care PPO	1	\$32,325	\$26,937	Total Medical	134	\$1,316,889	\$1,459,746			\$ Change	\$142,857			% Change	10.8%	Dental - Principal				POS	155	\$121,483	\$127,426	Total Dental	155	\$121,483	\$127,426			\$ Change	\$5,943			% Change	4.9%	Vision - EyeMed				PPO	151	\$18,007	\$18,007	Total Vision	151	\$18,007	\$18,007			\$ Change	\$0			% Change	0.0%	Basic Life - Mutual of Omaha				\$20,000	-	\$3,418	\$3,418	Total Life	-	\$3,418	\$3,418			Total Annual Premium	\$1,608,597			Annual \$ Difference from Current	\$148,800			Annual % Difference from Current	10.2%
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Bear Valley Community Healthcare District Construction Projects 2021

Department / Project	Details	Vendor and all associated costs	Comments	Date
Urgent Care	Working with design professionals to finalize drawings	Moon & Mayoras	In Progress	
Pyxis Replacement	Pyxis equipment is in place and seismic anchors will be installed soon.	Facilities	Nearly complete, waiting for Pyxis to send last mount that was not received during original delivery.	

Bear Valley Community Healthcare District Potential Equipment Requirements

Department / Project	Details	Vendor and all associated costs	Comments	Date
Facilities- Forklift	Purchase forklift for to assist with numerous manual procedures performed	United Rentals	Delivered	
Facilities- New Toolbox & Tool Set	Replace the old broken toolbox and replace the old handtool set	Northern Tools	On Backorder	
Salt Spreader	Purchase a salt spreader for the work truck, to eliminate using a walk behind for the entire	Northern Tools	Arrived and is installed	

Bear Valley Community Healthcare District Repairs Maintenance

Department / Project	Details	Vendor and all associated costs	Comments	Date
Covid Partition Installation	Start to re-install plastic in the ER for Covid surge	Facilities	Completed	
Hospital/Tree trimming	Identified some trees that needed to be trimmed up.	Facilities	Completed	
Dietary/Fire Inspection	Bi -Annual inspection completed	Paraclete	Completed	

[illegible][illegible]



Contract Cover Sheet

Contract Name: Jeffrey ORR, MD dba By Bear Family Medicine

Purpose of Contract: Physician Clinic agreement

Contract # / Effective Date / Term/ Cost: 10/1/21 - 9/30/23

Originating Dept. Name / Number: _____

Department Manager Signature: Smurcia Date: 8/11/21

BAA: Yes No
on file

W-9: Yes No
on file

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>via email</u>	Date: <u>8/18/21</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>8/17/21</u>
<u>Chief Financial Officer</u>	Signature: <u>John Miller</u>	Date: <u>26 Aug 2021</u>
<u>Chief Executive Officer</u>	Signature: _____	Date: _____
<u>Board of Directors</u> When Applicable	Signature _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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

Updated 07/2019



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

THIS PHYSICIAN AGREEMENT ("Agreement") is made and entered into as of the 1st day of October 2021 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Jeffrey Orr, M.D. ("Physician").

RECITALS

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

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

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

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

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

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

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

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

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

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

SECTION II. REPRESENTATIONS AND WARRANTIES

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

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

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

SECTION III. INDEMNIFICATION OF LIABILITY.

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

SECTION IV. INDEPENDENT CONTRACTOR.

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

SECTION V. COMPENSATION.

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

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

SECTION VI. COMPLIANCE.

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

At a minimum, Physician is expected to:

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

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

SECTION VII. TERM.

This Agreement is effective from October 1, 2021 to September 30, 2023; however, this Agreement is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

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

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

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

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

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

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

SECTION IX. CONFIDENTIALITY.

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

SECTION X. INSURANCE.

PROFESSIONAL LIABILITY. Physician shall maintain, at Physician's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Physician as the named insured, and such policy shall cover any acts of Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000.00) per claim/Three Million Dollars (\$3,000,000.00) annual aggregate for "claims made" insurance coverage. Physician will provide District with no less than 30 days advance written notice of any coverage changes or cancellation of the policy. The coverage required by this section shall be either on an occurrence basis or on a claims made basis. If the coverage is on a claims made basis, not less than 30 days prior to the termination of Physician's claims made coverage, Physician shall be obligated to provide evidence to District of continued coverage for claims which arise from Physician's services either by (1) evidence of

continued effect of a claims made policy which provides coverage for all claims arising out of incidents occurring prior to the termination of such coverage, or (2) evidence of an extended reporting period endorsement or "tail insurance" for all claims arising out of incidents occurring prior to termination of such coverage, and shall provide District with a certificate evidencing such tail or retroactive coverage.

The obligations set forth in this Section shall survive the termination of this Agreement.

SECTION XI. ASSIGNMENT.

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

SECTION XII. NOTICES.

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

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

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

SECTION XIII. PRE EXISTING AGREEMENT.

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

SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.

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

SECTION XV. ENTIRE AGREEMENT.

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

SECTION XVI. SEVERABILITY.

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

SECTION XVII. GOVERNING LAW.

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

SECTION XVIII. REFERRALS.

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

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XXI. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

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

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

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



Contract Cover Sheet

Contract Name: Jeffrey ORR, MD dba Big Bear Family Medicine

Purpose of Contract: Physician Clinic agreement

Contract # / Effective Date / Term/ Cost: 10/1/21 - 9/30/23

Originating Dept. Name / Number: _____

Department Manager Signature: Smurcia Date: 8/11/21

BAA: Yes No

W-9: Yes No

on file

on file

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>via email</u>	Date: <u>8/18/21</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>8/17/21</u>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>26 Aug 2021</u>
<u>Chief Executive Officer</u>	Signature: _____	Date: _____
<u>Board of Directors</u> When Applicable	Signature _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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



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

THIS PHYSICIAN AGREEMENT ("Agreement") is made and entered into as of the 1st day of October 2021 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Jeffrey Orr, M.D. ("Physician").

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

At a minimum, Physician is expected to:

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

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

SECTION VII. TERM.

This Agreement is effective from October 1, 2021 to September 30, 2023; however, this Agreement is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

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

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

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

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

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

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

SECTION IX. CONFIDENTIALITY.

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

SECTION X. INSURANCE.

PROFESSIONAL LIABILITY. Physician shall maintain, at Physician's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Physician as the named insured, and such policy shall cover any acts of Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000.00) per claim/Three Million Dollars (\$3,000,000.00) annual aggregate for "claims made" insurance coverage. Physician will provide District with no less than 30 days advance written notice of any coverage changes or cancellation of the policy. The coverage required by this section shall be either on an occurrence basis or on a claims made basis. If the coverage is on a claims made basis, not less than 30 days prior to the termination of Physician's claims made coverage, Physician shall be obligated to provide evidence to District of continued coverage for claims which arise from Physician's services either by (1) evidence of

continued effect of a claims made policy which provides coverage for all claims arising out of incidents occurring prior to the termination of such coverage, or (2) evidence of an extended reporting period endorsement or "tail insurance" for all claims arising out of incidents occurring prior to termination of such coverage, and shall provide District with a certificate evidencing such tail or retroactive coverage.

The obligations set forth in this Section shall survive the termination of this Agreement.

SECTION XI. ASSIGNMENT.

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

SECTION XII. NOTICES.

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

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

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

SECTION XIII. PRE EXISTING AGREEMENT.

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

SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.

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

SECTION XV. ENTIRE AGREEMENT.

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

SECTION XVI. SEVERABILITY.

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

SECTION XVII. GOVERNING LAW.

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

SECTION XVIII. REFERRALS.

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

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XXI. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

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

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

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



Contract Cover Sheet

Contract Name: Jeffrey ORR, MD
Purpose of Contract: Hospitalist
Contract # / Effective Date / Term/ Cost: 11/01/21 - 10/31/2023
Originating Dept. Name / Number: Korn'fox
Department Manager Signature: _____ Date: _____

BAA: Yes No
on file

W-9: Yes No
on file

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>Via email</u>	Date: <u>8/18/21</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>8/17/21</u>
<u>Chief Financial Officer</u>	Signature: <u>John M. L.</u>	Date: <u>26 Aug 2021</u>
<u>Chief Executive Officer</u>	Signature: _____	Date: _____
<u>Board of Directors</u> When Applicable	Signature: _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PHYSICIAN AGREEMENT FOR HOSPITALIST SERVICES
WITH
JEFFREY ORR, M.D.
DBA
BIG BEAR FAMILY MEDICINE**

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

RECITALS

WHEREAS, Hospital, is the owner and operator of a general acute care hospital located in Big Bear Lake, California.

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

WHEREAS, Hospital and Physician desire to enter into this Agreement pursuant to which Physician shall provide Hospitalist 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 render such Hospitalist Services as may be required for the care and treatment of Hospital's inpatients, including but not limited to inpatients, observation services, medical stabilization, and swing bed patients requiring said services in accordance with the prevailing standard of care in the community, including 24 hour on-call coverage as scheduled by mutual agreement between Hospital Administration and Physician.
 2. Physician shall complete and maintain adequate and proper medical records with respect to all patients examined and treated in accordance with standard industry practices and shall provide such other record keeping and administrative services as may be reasonably requested by Hospital. All medical records remain the property of the Hospital.
 3. Physician shall cooperate with any quality management and utilization management programs instituted by Hospital.

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

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

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

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

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

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

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

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

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

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

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

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 internists/hospitalists 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 or intentional acts, errors or omissions of Physician, including those relating to Physician's billing practices; (3) the use of any copyrighted materials or patented inventions by Physician; or (4) Physician's breach of its warranties or obligations under this Agreement. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

SECTION IV. INDEPENDENT CONTRACTOR.

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

SECTION V. COMPENSATION AND BILLING FOR PHYSICIAN SERVICES.

- A. On a monthly basis, Hospital shall pay Physician, as sole compensation hereunder, a fee of \$1,400 per 24 hour shift. Monthly payments to Physician shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.
- B. Physician shall be solely responsible for billing and submitting claims to third party payors, including all government sponsored programs, for Professional Services rendered

pursuant to this Agreement. Physician shall also be solely responsible for collecting payment from any such third party payors. Physician agrees to follow all applicable rules, regulations, laws and policies pertaining to billing practices.

SECTION VI. COMPLIANCE.

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

At a minimum, Physician is expected to:

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

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

SECTION VII. TERM.

This Agreement is effective from November 1, 2021 to October 31, 2023; 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. This Agreement may be terminated automatically upon mutual written agreement terminating This Agreement entered into by Hospital and Physician.

E. **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.

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

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 maintain, at Physician's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Physician as the named insured, and such policy shall cover any acts of Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000.00) per claim/Three Million Dollars (\$3,000,000.00) annual aggregate for "claims made" insurance coverage. Physician will provide District with no less than 30 days advance written notice of any coverage changes or cancellation of the policy. The coverage required by this section shall be either on an occurrence basis or on a claims made

basis. If the coverage is on a claims made basis, not less than 30 days prior to the termination of Physician's claims made coverage, Physician shall be obligated to provide evidence to District of continued coverage for claims which arise from Physician's services either by (1) evidence of continued effect of a claims made policy which provides coverage for all claims arising out of incidents occurring prior to the termination of such coverage, or (2) evidence of an extended reporting period endorsement or "tail insurance" for all claims arising out of incidents occurring prior to termination of such coverage, and shall provide District with a certificate evidencing such tail or retroactive coverage.

The obligations set forth in this Section shall survive the termination of this Agreement.

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.

Any notice required by this Agreement or desired to be given by one party to the other shall be effective when personally delivered (personal service), or two (2) businesses day after the day on which any such notice is sent by overnight mail, addressed as follows:

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

Physician: Jeffrey Orr, M.D.
PO Box 207
Fawnskin, CA 92333

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

Dated: _____ **By:** _____
Jeffrey Orr, M.D.
PO Box 207
Fawnskin, CA 92333



Contract Cover Sheet

Contract Name: ✓ Mannu Anvekar, MD
 Purpose of Contract: Hospitalist Agreement
 Contract # / Effective Date / Term/ Cost: 9-9-21 - 9-10-23 \$1,400.00
 Originating Dept. Name / Number: Kornifex
 Department Manager Signature: _____ Date: _____

BAA: Yes No
on file

W-9: Yes No
on file

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>na email</u>	Date: <u>8-11-21</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>8-17-21</u>
<u>Chief Financial Officer</u>	Signature: <u>Scott K... L</u>	Date: <u>26 Nov 2021</u>
<u>Chief Executive Officer</u>	Signature: _____	Date: _____
<u>Board of Directors</u> When Applicable	Signature _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PHYSICIAN AGREEMENT FOR HOSPITALIST SERVICES
WITH
V. MADHU ANVEKAR, M.D. Inc.**

THIS PHYSICIAN AGREEMENT FOR HOSPITALIST SERVICES ("Agreement") is made and entered into as of the 09th day of September, 2021 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Madhu Anvekar, M.D., ("Physician").

RECITALS

WHEREAS, Hospital, is the owner and operator of a general acute care hospital located in Big Bear Lake, California.

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

WHEREAS, Hospital and Physician desire to enter into this Agreement pursuant to which Physician shall provide Hospitalist 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 render such Hospitalist Services as may be required for the care and treatment of Hospital's inpatients requiring said services in accordance with the prevailing standard of care in the community, including 24 hour on-call coverage as scheduled by mutual agreement between Hospital Administration and Physician.
 2. Physician shall complete and maintain adequate and proper medical records with respect to all patients examined and treated in accordance with standard industry practices and shall provide such other record keeping and administrative services as may be reasonably requested by Hospital. All medical records remain the property of the Hospital.
 3. Physician shall cooperate with any quality management and utilization management programs instituted by Hospital.
- B. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of Services rendered to Hospital pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00) or more over a twelve- month period, Physician agrees as follows:

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

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

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

6. Any act of nature or any other event occurs which has a material adverse effect on Physician's ability to perform the Services under this Agreement;
 7. Physician changes the location of his offices;
 8. Physician is charged with or convicted of a criminal offense; or
 9. Physician is debarred, suspended, or otherwise excluded from any federal and/or state health care payment program by action of the Office of Inspector General of the Department of Health and Human Services or Medi-Cal Office, or by any equivalent or coordinating governmental agencies.
- H. **COORDINATION OF SERVICES.** Physician shall cooperate with Hospital, through its Chief Executive Officer, in connection with providing the Services.

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 internists/hospitalists 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 or intentional acts, errors or omissions of Physician, including those relating to Physician's billing practices; (3) the use of any copyrighted materials or patented inventions by Physician; or (4) Physician's breach of its warranties or obligations under this Agreement. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

SECTION IV. INDEPENDENT CONTRACTOR.

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

SECTION V. COMPENSATION AND BILLING FOR PHYSICIAN SERVICES.

- A. On a monthly basis, Hospital shall pay Physician, as sole compensation hereunder, a fee of \$1,400.00 per each 24 hour shift. Monthly payments to Physician shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.
- B. Physician shall be solely responsible for billing and submitting claims to third party payors, including all government sponsored programs, for Professional Services rendered pursuant to this Agreement. Physician shall also be solely responsible for collecting

payment from any such third party payors. Physician agrees to follow all applicable rules, regulations, laws and policies pertaining to billing practices.

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 September 09, 2021 to September 10, 2023; 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. This Agreement may be terminated automatically upon mutual written agreement terminating This Agreement entered into by Hospital and Physician.

E. **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.

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

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 maintain, at Physician's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Physician as the named insured, and such policy shall cover any acts of Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000.00) per claim/Three Million Dollars (\$3,000,000.00) annual aggregate for "claims made" insurance coverage. Physician will provide District with no less than 30 days advance written notice of any coverage changes or cancellation of the policy. The coverage required by this section shall be either on an occurrence basis or on a claims made

basis. If the coverage is on a claims made basis, not less than 30 days prior to the termination of Physician's claims made coverage, Physician shall be obligated to provide evidence to District of continued coverage for claims which arise from Physician's services either by (1) evidence of continued effect of a claims made policy which provides coverage for all claims arising out of incidents occurring prior to the termination of such coverage, or (2) evidence of an extended reporting period endorsement or "tail insurance" for all claims arising out of incidents occurring prior to termination of such coverage, and shall provide District with a certificate evidencing such tail or retroactive coverage.

The obligations set forth in this Section shall survive the termination of this Agreement.

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.

Any notice required by this Agreement or desired to be given by one party to the other shall be effective when personally delivered (personal service), or two (2) businesses day after the day on which any such notice is sent by 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: Madhu Anvekar, M.D.
1820 Palmas Drive
San Marino, CA 91108

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, Board of Directors
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____ By: _____
Madhu Anvekar, M.D.
1820 Palmas Drive
San Marino, CA 91108



Contract Cover Sheet

Contract Name: David Horner, MD dds David Horner PC
Purpose of Contract: Hospitalist Service Agreement
Contract # / Effective Date / Term/ Cost: 9.9.21 - 9.8.23
Originating Dept. Name / Number: _____

Department Manager Signature: Kerifox Date: _____
BAA: Yes No W-9: Yes No
on file on file

Administrative Officer	Signature: <u>NA</u>	Date: <u>NA</u>
HIPAA/Security Officer (Software/EHR Related)	Signature: <u>NA</u>	Date: <u>NA</u>
HIPAA Privacy Officer (BAA applicable)	Signature: <u>NA</u>	Date: <u>NA</u>
Legal Counsel	Signature: <u>via email</u>	Date: <u>8/18/21</u>
Compliance Officer	Signature: <u>Mary Norman</u>	Date: <u>8/17/21</u>
Chief Financial Officer	Signature: <u>Asst. Mgr.</u>	Date: <u>26 Aug 2021</u>
Chief Executive Officer	Signature: _____	Date: _____
Board of Directors When Applicable	Signature: _____	Date: _____

Big Bear
address?

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: _____
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Updated 07/2019



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PHYSICIAN AGREEMENT FOR HOSPITALIST SERVICES
WITH
DAVID HORNER, M.D. dba DAVID HORNER, PC**

THIS PHYSICIAN AGREEMENT FOR HOSPITALIST SERVICES ("Agreement") is made and entered into as of the 09th day of September 2021 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and David Horner, M.D., ("Physician").

RECITALS

WHEREAS, Hospital, is the owner and operator of a general acute care hospital located in Big Bear Lake, California.

WHEREAS, Physician is licensed by the Medical Board of California to practice medicine, board certified in family medicine and is qualified to perform physician services for the hospital's patients.

WHEREAS, Hospital and Physician desire to enter into this Agreement pursuant to which Physician shall provide Hospitalist 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 render such Hospitalist Services as may be required for the care and treatment of Hospital's inpatients, including but not limited to inpatients, observation services, medical stabilization, and swing bed patients requiring said services in accordance with the prevailing standard of care in the community, including 24 hour on-call coverage as scheduled by mutual agreement between Hospital Administration and Physician.
2. Physician shall complete and maintain adequate and proper medical records with respect to all patients examined and treated in accordance 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.

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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:

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3. Physician is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

4. Physician becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;
5. Physician becomes incapacitated or disabled from practicing medicine;
6. Any act of nature or any other event occurs which has a material adverse effect on Physician's ability to perform the Services under this Agreement;
7. Physician changes the location of his offices;
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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.

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- 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;
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- 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;
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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 or intentional acts, errors or omissions of Physician, including those relating to Physician's billing practices; (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.

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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.

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- A. On a monthly basis, Hospital shall pay Physician, as sole compensation hereunder, a fee of \$1,400.00 per each 24 shift. Monthly payments to Physician shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.
- B. Physician shall be solely responsible for billing and submitting claims to third party payors, including all government sponsored programs, for Professional Services rendered

pursuant to this Agreement. Physician shall also be solely responsible for collecting payment from any such third party payors. Physician agrees to follow all applicable rules, regulations, laws and policies pertaining to billing practices.

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 September 09, 2021 to September 08, 2023; 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. This Agreement may be terminated automatically upon mutual written agreement terminating This Agreement entered into by Hospital and Physician.

E. **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.

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

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 maintain, at Physician's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Physician as the named insured, and such policy shall cover any acts of Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000.00) per claim/Three Million Dollars (\$3,000,000.00) annual aggregate for "claims made" insurance coverage. Physician will provide District with no less than 30 days advance written notice of any coverage changes or cancellation of the policy. The coverage required by this section shall be either on an occurrence basis or on a claims made

basis. If the coverage is on a claims made basis, not less than 30 days prior to the termination of Physician's claims made coverage, Physician shall be obligated to provide evidence to District of continued coverage for claims which arise from Physician's services either by (1) evidence of continued effect of a claims made policy which provides coverage for all claims arising out of incidents occurring prior to the termination of such coverage, or (2) evidence of an extended reporting period endorsement or "tail insurance" for all claims arising out of incidents occurring prior to termination of such coverage, and shall provide District with a certificate evidencing such tail or retroactive coverage.

The obligations set forth in this Section shall survive the termination of this Agreement.
any of his/her insurers.

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: David Horner, M.D.
PO Box 133021
Big Bear Lake, CA. 92315

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

Dated: _____ By: _____
David Horner, M.D.
PO Box 133021
Big Bear Lake, CA. 92315



Contract Cover Sheet

Contract Name: James Skoien LLC

Purpose of Contract: Acupuncturist

Contract # / Effective Date / Term/ Cost: 9/14/21 - 9/13/23 \$65.00

Originating Dept. Name / Number: _____

Department Manager Signature: _____ Date: _____

BAA: Yes No

W-9: Yes No

updated BAA needed

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>Mary Norman</u>	Date: <u>8/17/21</u>
<u>Compliance Officer</u>	Signature: <u>via email</u>	Date: <u>8/18/21</u>
<u>Chief Financial Officer</u>	Signature: <u>Santana</u>	Date: <u>31 Aug 2021</u>
<u>Chief Executive Officer</u>	Signature: _____	Date: _____
<u>Board of Directors</u> When Applicable	Signature _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
ACUPUNCTURIST AGREEMENT FOR SERVICES AT THE RURAL HEALTH CLINICS
WITH
JAMES SKOEN, L.Ac. DBA HEALTHY PRACTICES**

THIS ACUPUNCTURIST AGREEMENT ("Agreement") is made and entered into as of the 14th day of September 2021 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and James Skoen, L.Ac, dba Healthy Practices ("Acupuncturist").

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 Acupuncturists to provide treatment to the Clinic's patients.

WHEREAS, Acupuncturist is licensed by the California Department of Consumer Affairs – Acupuncture Board to practice acupuncture, and is qualified to perform the services for the Family Health Clinic patients.

WHEREAS, Hospital desires to retain the services of Acupuncturist to provide professional services, and Acupuncturist 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 ACUPUNCTURIST.

- A. SERVICES. During the term of this Agreement, Acupuncturist agrees to the following:
1. Acupuncturist shall provide acupuncture services at the Clinic on an as needed basis as agreed upon by Hospital and Acupuncturist.
 2. Acupuncturist will supply all instruments or other items needed to carry out the acupuncture services. Acupuncturist agrees to only use instruments and supplies that comply with industry standards, any and all applicable regulations including, but not limited to, California Code of Regulations, Title 16, Section 1399.454, and to purchase such instruments and supplies from reputable sources.
 3. Acupuncturist shall be responsible for disposing of any supplies or instruments used as required by any and all applicable rules and regulations governing the practice of acupuncture.
 4. Acupuncturist shall maintain 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.

5. Acupuncturist 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, Acupuncturist agrees as follows:

1. Until the expiration of four (4) years after the furnishing of such Services, Acupuncturist 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 Acupuncturist shall enforce, a clause to the same effect as subparagraph 1. immediately above.

The availability of Acupuncturist'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. Acupuncturist will not carry out any of the duties of the Agreement through a subcontract.
- D. **ETHICS.** In performing services under this Agreement, Acupuncturist 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; and comply with the Hospital's rules and regulations.
- E. In respect to Acupuncturist's performance of Acupuncturist's professional duties, the Hospital shall neither have nor exercise control or direction over the specific methods by which Acupuncturist performs Acupuncturist'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. Acupuncturist recognizes that the professional reputation of the Hospital is a unique and valuable asset. Acupuncturist 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.** Acupuncturist shall notify Hospital in writing within three (3) business days after the occurrence of any one or more of the following events:
 1. Acupuncturist's clinical privileges at any facility are denied, suspended, restricted, revoked or voluntarily relinquished;

2. Acupuncturist becomes the subject of any suit, action or other legal proceeding arising out of Acupuncturist's professional services;
3. Acupuncturist is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
4. Acupuncturist becomes the subject of any disciplinary proceeding or action before any state's acupuncture board or similar agency responsible for professional standards or behavior;
5. Acupuncturist becomes incapacitated or disabled from practicing medicine;
6. Any act of nature or any other event occurs which has a material adverse effect on Acupuncturist's ability to perform the Services under this Agreement;
7. Acupuncturist changes the location of his/her offices;
8. Acupuncturist is charged with or convicted of a criminal offense; or
9. Acupuncturist 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.** Acupuncturist shall cooperate with Hospital, through its Chief Executive Officer, in connection with providing the Services.

SECTION II. REPRESENTATIONS AND WARRANTIES

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

- A. Acupuncturist is not bound by any agreement or arrangement which would preclude Acupuncturist from entering into, or from fully performing the services required under this Agreement;
- B. Acupuncturist's license to practice acupuncture 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. Acupuncturist's 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. Acupuncturist 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. Acupuncturist has not in the past conducted and is not presently conducting Acupuncturist's practice in such a manner as to cause Acupuncturist 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. Acupuncturist 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. Acupuncturist 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 Acupuncturist 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 Acupuncturist; and (2) any allegation of substandard care or professional misconduct raised against Acupuncturist by any person, organization, governmental agency, health care facility, peer review organization or professional society.
- H. Acupuncturist agrees to promptly disclose any change to the status of his/her license or any changes the status of any privileges Acupuncturist may have at any other health care facility;
- I. Acupuncturist shall deliver to the Hospital promptly upon request copies of all certificates, registrations, certificates of insurance and other evidence of Acupuncturist's compliance with the foregoing as reasonably requested by the Hospital; and
- J. Acupuncturist 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 Acupuncturist to Hospital/Clinic's patients. If Hospital/Clinic deems it advisable for Acupuncturist to contract with a payer with which Hospital/Clinic has a contract, Acupuncturist agrees in good faith to negotiate a contractual agreement equal to the reasonable prevailing reimbursement rates for acupuncturists within the geographic area of Hospital/Clinic.

SECTION III. INDEMNIFICATION OF LIABILITY.

Acupuncturist 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) any acts or omissions of Acupuncturist; (2) any violations of federal, state, or local statutes or regulations arising out of or resulting from any act, error or omission of Acupuncturist; (3) the use of any copyrighted materials or patented inventions by Acupuncturist; or (4) Acupuncturist'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, Acupuncturist 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. Acupuncturist shall be liable for Acupuncturist's own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor, Acupuncturist 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, Acupuncturist 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 Acupuncturist, as for sole compensation hereunder, on a fee per visit basis at \$65.00 (Sixty-Five Dollars) per visit. A billable visit is a face to face encounter where services are rendered at a level that justifies a clinic charge of 99201 or higher for a new patient, or 99212 or higher for an established patient, or 99381 or higher for a preventative medicine visit. "No charge/courtesy" visits are not eligible for provider payment. Hospital will provide Acupuncturist a list of patients seen per Hospital records that supports the payment made to Acupuncturist. All patient billings for Acupuncturist services remain the property of Hospital. Monthly payments to Acupuncturist shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.

SECTION VI. COMPLIANCE.

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

At a minimum, Acupuncturist is expected to:

1. Be aware of those procedures which affect the Acupuncturist and which are necessary to implement the Compliance Program, including the mandatory duty of Acupuncturist 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 Acupuncturist'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 Acupuncturist'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 September 14, 2021 to September 14, 2023; 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 Acupuncturist based on the occurrence of any of the following events:
1. Acupuncturist's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
 2. Acupuncturist's 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. Acupuncturist Services Agreement is terminated or expires;
 6. Acupuncturist'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. Acupuncturist fails to complete patient records in a timely fashion;
8. Acupuncturist fails to maintain the minimum professional liability insurance coverage;
9. Acupuncturist inefficiently manages patients and such inefficient management has not been cured after 30 days written notice from the Hospital;
10. Acupuncturist'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. Acupuncturist is unable to provide services under the terms of this Agreement due to a physical or mental disability;
12. Acupuncturist becomes impaired by the use of alcohol or the abuse of drugs;
13. Acupuncturist is convicted of any criminal offense, regardless of whether such action arose out of Acupuncturist's provision of professional services;
14. Acupuncturist commits any act of fraud as determined by reasonable discretion of the Board whether related to the Acupuncturist's provision of services or not; or
15. A mutual written agreement terminating this Agreement is entered into between the Hospital and Acupuncturist.

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 forty-five (45) days prior written notice.

D. **EFFECT OF TERMINATION.** In the event that this Agreement is terminated for any reason, Acupuncturist 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.

Acupuncturist 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 Acupuncturist 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. Acupuncturist 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. Acupuncturist shall maintain, at Acupuncturist's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Acupuncturist as the named insured, and such policy shall cover any acts of Physician's professional negligence which may have occurred during the

relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000.00) per claim/Three Million Dollars (\$3,000,000.00) annual aggregate for "claims made" insurance coverage. Acupuncturist will provide District with no less than 30 days advance written notice of any coverage changes or cancellation of the policy. The coverage required by this section shall be either on an occurrence basis or on a claims made basis. If the coverage is on a claims made basis, not less than 30 days prior to the termination of Acupuncturist's claims made coverage, Acupuncturist shall be obligated to provide evidence to District of continued coverage for claims which arise from Acupuncturist's services either by (1) evidence of continued effect of a claims made policy which provides coverage for all claims arising out of incidents occurring prior to the termination of such coverage, or (2) evidence of an extended reporting period endorsement or "tail insurance" for all claims arising out of incidents occurring prior to termination of such coverage, and shall provide District with a certificate evidencing such tail or retroactive coverage.

The obligations set forth in this Section shall survive the termination of this Agreement.

SECTION XI. ASSIGNMENT.

Acupuncturist 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

Acupuncturist: James Skoien, L.Ac.
PO Box 3705
Big Bear Lake, CA 92315

SECTION XIII. PRE EXISTING AGREEMENT.

This Contract replaces and supersedes any and all prior arrangements or understandings by and between Hospital and Acupuncturist 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 acupuncture and/or 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 Acupuncturist is conditioned on any requirement that Acupuncturist make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital. The parties further acknowledge that Acupuncturist is not restricted from establishing staff privileges at, referring any service to, or otherwise generating any business for any other facility of Acupuncturist's choosing.

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XXI. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

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

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

Dated: _____ **By:** _____
James Skoien, LAc
PO Box 3705
Big Bear Lake, CA 92315



Contract Cover Sheet

Contract Name: Steven Knapiak, DO

Purpose of Contract: FHC Medical Director

Contract # / Effective Date / Term/ Cost: 10/1/21 - 9/30/23

Originating Dept. Name / Number: _____

Department Manager Signature: Smurstick Date: 8/24/21

BAA: ☐ Yes ☐ No

W-9: ☐ Yes ☐ No

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>via email</u>	Date: <u>8/24/21</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>8/24/21</u>
<u>Chief Financial Officer</u>	Signature: <u>Scott M. K.</u>	Date: <u>31 Aug 2021</u>
<u>Chief Executive Officer</u>	Signature: _____	Date: _____
<u>Board of Directors</u> When Applicable	Signature: _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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Updated 07/2019

**RURAL HEALTH CLINIC MEDICAL DIRECTOR AGREEMENT
BETWEEN
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
AND
STEVEN KNAPIK, D.O.**

THIS MEDICAL DIRECTOR AGREEMENT ("Agreement") is made and entered into as of the 1st of October 2021 by and between Bear Valley Community Healthcare District ("Hospital"), a public entity, and Steven Knapik, D.O. ("Director").

RECITALS

WHEREAS, Hospital, a licensed California hospital, has been certified Federally/state to operate a hospital-based 95-210 Rural Health Clinic ("RHC"), under which Hospital may contract with and physicians and physician extenders to provide medical treatment to RHC patients. The RHC will be referred to as the Clinic herein.

WHEREAS, Director is licensed by the Osteopathic Medical Board of California to practice medicine, is board certified by the American Board of Internal Medicine and is qualified to perform the services of Director of Hospital's Clinic.

WHEREAS, Hospital desires to retain the services of Director to serve in capacity as Interim Medical Director of Bear Valley's Rural Health Clinic and Director desires to so contract with Hospital.

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF DIRECTOR.

- A. SERVICES. During the term of this Agreement, Director shall serve as the Interim Medical Director of the Clinic and shall perform the duties and obligations set forth below.
- B. COORDINATION OF SERVICES.
1. Shall be available in person or by electronic communication at all times when staff providing services in the clinic are caring for patients.
 2. Provide assistance and guidance to the non-physician members of the clinic regarding the clinical issues as needed.
 3. Assists Hospital in the selection and evaluation of clinic mid-level practitioners.
 4. Maintains status as a Medi-Cal and Medicare provider.
 5. Maintains active medical staff privileges at Hospital.
 6. Be a liaison to appropriate medical staff committees relevant to the clinic.
 7. At least annually, reviews and takes recommendations as necessary to revise clinic policies and procedures.
 8. Reviews records and reports of patient service in the clinic to promote quality of patient care.
 9. Maintains adequate activity records (logs) including time sheet, of Director's duties performed. Time sheet will be submitted to administration no later than the 10th date of the following month. (Exhibit A)

10. Maintains adequate activity records (logs) including time sheet, of Director's duties performed. Time sheet will be submitted to administration no later than the 10th date of the following month. (Exhibit A)
11. Provides on-site services in compliance with all applicable Medicare/Medicaid rules and regulations pertaining to the clinic in order to assure certification.
12. Assists in providing and coordinating educational opportunities for the mid-level practitioners within the clinic.
13. Annually performs direct observation/supervision with mid-level practitioners during patient clinic visit.
14. Acts as clinical consultant to the staff and all other professional disciplines.
15. Keeps appropriate individuals aware of issues, changes and/or pertinent problems in the department and within the scope of responsibility. Advises appropriate personnel of situations requiring follow up attention.
16. Supports BVCHD's value of continuous improvement in the quality of service by suggesting practical solutions to respond to changing regulations and customer needs.
17. Participates in the identification, accomplishment and evaluation of BVCHD goals.

C. **ACCESS TO BOOKS AND RECORDS.** Upon request of the Secretary of Health and Human Services for the Comptroller General or any of their duly authorized representatives, the Director shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the cost providing his services. If Director carried out any of the duties of the Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Director agrees to include this requirement in any such subcontract. This section is included pursuant to and is covered by the requirements of Public Law 96-499, (S 952)(v)(1) of the Social Security Act and regulations promulgated thereunder.

D. If Director is permitted to and carries out any of the duties of the Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with any other individual or organization, Director agrees to specify that all terms of this Agreement shall be explicitly made applicable to any subcontractor and that a copy of this Agreement shall be attached to any subcontract for services and explicitly incorporated by reference into said subcontract.

E. **Qualifications.** Director shall be a member in good standing in the "active staff" category of Hospital's Medical Staff. Director shall be duly licensed and qualified to practice medicine in the State of California.

F. **Notification of Certain Events.** Director shall notify Hospital in writing within three (3) business days after the occurrence of any one or more of the following events:

1. Director's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
2. Director becomes the subject of any suit, action or other legal proceeding arising out of Director's professional services;
3. Director is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
4. Director 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. Director becomes incapacitated or disabled from practicing medicine;
6. Any act of nature or any other event occurs which has a material adverse effect on Director's ability to perform the Services;
7. Director changes the location of his offices;

8. Director is charged with or convicted of a criminal offense; or
9. Director is debarred, suspended, or otherwise excluded from any federal and/or state health care payment program by action of the Office of Inspector General of the Department of Health and Human Services or Medi-Cal Office, or by any equivalent or coordinating governmental agencies.

SECTION II. REPRESENTATIONS AND WARRANTIES

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

- A. Director is not bound by any agreement or arrangement which would preclude Director from entering into, or from fully performing the services required under this Agreement;
- B. Director'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. Director'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. Director shall perform the services required hereunder in accordance with: (1) all applicable federal, state, and local laws, rules and regulations; (2) all applicable standards of care of the Department of Health Services or other relevant accrediting organizations; (3) participate in continuing education as necessary to maintain licensure, maintain board certification, maintain professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession; and (4) all applicable Bylaws, Rules and Regulations of Hospital and its Medical Staff;
- E. Director has not in the past conducted and is not presently conducting, Director's medical practice in such a manner as to cause Director to be suspended, excluded, barred or sanctioned under the Medicare or Medi-Cal Programs or any government licensing agency, and has never been convicted of an offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation; and
- F. Director 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.

SECTION III. INDEPENDENT CONTRACTOR.

In performing the services herein specified, Director 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. Director shall be liable for Director's own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor, Director is responsible for filing such tax returns and paying such self-employment taxes as may be required by law or regulations.

SECTION IV. COMPENSATION.

At the end of each month Director shall submit to the District a completed and signed Director Monthly Administrative Services Log (Exhibit A). Upon receipt of completed and signed log, and for services rendered under this Agreement, Hospital shall pay Director, compensation of \$1,500.00 (one thousand five hundred dollars) per month.

SECTION V. COMPLIANCE.

District is committed to compliance with all billing and claims submission, fraud and abuse laws and regulations. In contracting with District, Director agrees to act in compliance with all laws and regulations. District has completed a Compliance Program to assure compliance with laws and regulations. Director is thereby expected to comply with the policies of the District's Compliance Program.

At a minimum, Director is expected to:

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

Failure to follow the standards of the District's Compliance Program (including the duty to report misconduct) may be considered to be a violation of the Director's arrangement with the District and may be grounds for action by the District, including termination of the relationship.

SECTION VI. TERM.

Unless terminated early in accordance with Section VII below, this Agreement is effective from, October 1, 2021 until September 30, 2023.

SECTION VII. EARLY TERMINATION.

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

1. Director's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
2. Director's medical staff privileges at the Hospital are in any way suspended, revoked, or otherwise restricted;
3. Medicare and/or MediCal significantly changes the RHC program;
4. Hospital fails to maintain RHC status;
5. Director's Professional Services Agreement is terminated or expires;
6. Director's failure to comply with the standards of the Bear Valley Community Healthcare District Compliance Program to the extent that such failure results in material fine and or sanction from Medicare or MediCal Program;
7. Neglect of professional duty by Director in a manner that poses an imminent danger to the health or safety of any individual, or violates Hospital's or the Medical Staff's policies, rules and regulations;
8. The failure of Director to make a timely disclosure required pursuant to Section I, subdivision F;
9. Breach by Director of any of the confidentiality provisions under this Agreement;
10. Failure by Director to maintain the insurance required under this Agreement;

11. The conviction of Director of a criminal offense related to health care, or the listing of Director by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation; or
12. Director is removed from office by the Medical Executive Committee according to any applicable Medical Staff Bylaws.

B. Either party may terminate this Agreement for material default, provided that the non-defaulting party shall give written notice of the claimed default, and the other party shall have 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, upon ninety (90) days prior written notice to the other party unless mutually agreed upon.

D. **EFFECT OF TERMINATION.** In the event that this Agreement is terminated for any reason, Director 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 VIII. CONFIDENTIALITY.

Director 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 Director 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. Director 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, 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 IX. INSURANCE.

A. **Director Duties.** District shall purchase insurance against liability arising from Director's administrative services undertaken within the course and scope of this Medical Director Agreement.

B. **PROFESSIONAL LIABILITY.** Physician shall maintain, at Physician's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Physician as the named insured, and such policy shall cover any acts of Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000.00) per claim/Three Million Dollars (\$3,000,000.00) annual aggregate for "claims made" insurance coverage. Physician will provide District with no less than 30 days advance written notice of any coverage changes or cancellation of the policy. The coverage required by this section shall be either on an occurrence basis or on a claims made basis. If the coverage is on a claims made basis, not less than 30 days prior to the termination of Physician's claims made coverage, Physician shall be obligated to provide evidence to District of continued coverage for claims which arise from Physician's services either by (1) evidence of

continued effect of a claims made policy which provides coverage for all claims arising out of incidents occurring prior to the termination of such coverage, or (2) evidence of an extended reporting period endorsement or "tail insurance" for all claims arising out of incidents occurring prior to termination of such coverage, and shall provide District with a certificate evidencing such tail or retroactive coverage.

The obligations set forth in this Section shall survive the termination of this Agreement.

SECTION XVIII. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XIX. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

EXECUTED IN DUPLICATE ORIGINALS ON THE DATE AND YEAR SET FORTH BELOW.

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

Dated: _____ By: _____
Steven Knapik, D.O.
P.O. Box 7007
Big Bear Lake, CA 92315

EXHIBIT A

PHYSICIAN DEPARTMENT DIRECTOR MONTHLY ADMINISTRATION SERVICES LOG

Medical Director of Rural Health Clinic

Month of: _____

Meeting Attendance:

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

Department Supervision/Administration:

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

TOTAL Department Supervision/Administration Hours _____

Signature

Date



Contract Cover Sheet

Contract Name: Center for Oral Health

Purpose of Contract: SNF Dental Services

Contract # / Effective Date / Term/ Cost: 9/15/21 - 9/14/23

Originating Dept. Name / Number: _____

Department Manager Signature: Kerri Fox Date: _____

BAA: ☐ Yes ☐ No

W-9: ☐ Yes ☐ No

<u>Administrative Officer</u>	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA/Security Officer</u> (Software/EHR Related)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>HIPAA Privacy Officer</u> (BAA applicable)	Signature: <u>NA</u>	Date: <u>NA</u>
<u>Legal Counsel</u>	Signature: <u>via email</u>	Date: <u>8/24/21</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>8/24/21</u>
<u>Chief Financial Officer</u>	Signature: <u>Scott N. Mc</u>	Date: <u>26 Aug 2021</u>
<u>Chief Executive Officer</u>	Signature: _____	Date: _____
<u>Board of Directors</u> When Applicable	Signature: _____	Date: _____

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

Contract Cover Sheet

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Updated 07/2019



**DENTAL SERVICES CONTRACT
BETWEEN
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
AND
CENTER FOR ORAL HEALTH**

THIS DENTAL CONTRACTOR AGREEMENT ("Agreement") is made and entered into as of the 15th of September, 2021 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital" and/or "District") and Center for Oral Health ("Contractor" and/or "Dentist").

RECITALS

WHEREAS, Hospital operates a Skilled Nursing Facility and Hospital may contract with dentists and dentist extenders to provide routine dental care to the Skilled Nursing Facility residents.

WHEREAS, Contractor employs Dentists who are licensed by the Dental Board of California to practice dentistry and are qualified to perform the services requested to Hospital's Skilled Nursing Facility residents.

WHEREAS, Hospital desires to retain the services of Contractor to provide routine dental care to the Skilled Nursing Facility residents and Contractor desires to contract with Hospital.

AGREEMENTS

SECTION I. RESPONSIBILITIES OF CONTRACTOR.

A. SERVICES. During the term of this Agreement, Contractor, by and through its Dentists, shall serve as the Dentist to the Skilled Nursing Facility residents and shall perform the duties and obligations set forth below.

B. SKILLED NURSING FACILITY SERVICES.

1. Routine Dental Services. Contractor, through its Dentists, agrees to provide routine dental services to meet the needs of each resident of the Skilled Nursing Facility. "Routine dental services" means an annual inspection of the oral cavity for signs of disease, diagnosis of dental disease. If the resident requires dental radiographs dental cleaning, fillings (new and repairs), minor dental plate adjustments, smoothing of broken teeth and limited prosthodontic procedures arrangements will be made with the resident choice of dentist.
2. Arrangements shall be made with the Director of Staff Development (DSD) to participate at least annually in the staff development program for all patient care personnel and to approve oral hygiene policies and practices.
3. Dentist shall provide assistance and guidance to the staff of the Skilled Nursing Facility regarding the clinical issues as needed.

4. Documentation: Oral and dental care services shall be documented in the resident's clinical record.

C. 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, Contractor agrees as follows:

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

The availability of Contractor 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.C. shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

D. Contractor will not carry out any of the duties of the Agreement through a subcontract.

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

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

1. Contractor or its Dentist(s)' staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
2. Contractor or its Dentist(s) becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;
3. Contractor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
4. Contractor or its Dentist(s) becomes the subject of any disciplinary proceeding or action before any state's dental board or similar agency responsible for professional standards or behavior;
5. Contractor or its Dentist(s) becomes incapacitated or disabled from practicing dentistry;

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

SECTION II. REPRESENTATIONS AND WARRANTIES

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

- A. Contractor is not bound by any agreement or arrangement which would preclude Contractor from entering into, or from fully performing the services required under this Agreement;
- B. Contractor's license to practice dentistry 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. Contractor's Dentists' dental 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. Contractor and its Dentists shall perform the services required hereunder in accordance with: (1) all applicable federal, state, and local laws, rules and regulations; (2) all applicable standards of care of the Department of Health Services or other relevant accrediting organizations; and (3) all applicable Bylaws, Rules and Regulations of Hospital and its Dental Staff;
- E. Contractor has not in the past conducted, and is not presently conducting, Contractor's dental practice in such a manner as to cause Contractor to be suspended, excluded, barred or sanctioned under the Medi-Cal Dental Programs or any government licensing agency, and has never been convicted of an offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation; and
- F. Contractor has, and shall maintain throughout the term of this Agreement, an unrestricted license to practice dentistry in the State of California and staff membership privileges at Hospital.

SECTION III. INDEPENDENT CONTRACTOR.

In performing the services herein specified, Contractor is acting as an independent contractor, and shall not be considered an employee of Hospital. Contractor's Dentists are employees or agents of Contractor only. 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. Contractor shall be liable for Contractor's own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor,

Contractor is responsible for filing such tax returns and paying such self-employment taxes as may be required by law or regulations.

SECTION IV. INDEMNIFICATION OF LIABILITY.

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

SECTION V. COMPENSATION.

For services rendered under this Agreement, Hospital shall pay Contractor compensation of \$1,200.00 annually.

SECTION VI. COMPLIANCE.

District is committed to compliance with all billing and claims submission, fraud and abuse laws and regulations. In contracting with District, Contractor agrees to act in compliance with all laws and regulations. District has completed a Compliance Program to assure compliance with laws and regulations. Contractor is thereby expected to comply with the policies of the District's Compliance Program.

At a minimum, Contractor is expected to:

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

Failure to follow the standards of the District's Compliance Program (including the duty to report misconduct) may be considered to be a violation of the Contractor's arrangement with the District and may be grounds for action by the District, including termination of the relationship.

SECTION VII. TERM.

This Agreement is effective from, September 15, 2021 until September 14, 2023, unless this Agreement is terminated early pursuant to Section VIII below.

SECTION VIII. EARLY TERMINATION.

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

1. Contractor or its Dentist's license to practice dentistry is suspended, revoked, terminated, or otherwise restricted;
2. Contractor or its Dentist's staff privileges at the Hospital are in any way suspended, revoked, or otherwise restricted;
3. Medi-Cal Dental significantly changes the RHC program;
4. Hospital fails to maintain RHC status;
5. Contractor's Professional Services Agreement is terminated or expires;
6. Contractor or its Dentist's failure to comply with the standards of the Bear Valley Community Healthcare District Compliance Program to the extent that such failure results in material fine and or sanction from Medi-Cal or Dental Program;
7. Neglect of professional duty by Contractor or its Dentists in a manner that poses an imminent danger to the health or safety of any individual, or violates Hospital's or the Medical Staff's policies, rules and regulations;
8. The failure of Contractor to make a timely disclosure required pursuant to Section I, subdivision F;
9. Breach by Contractor of any of the confidentiality provisions under this Agreement;
10. The conviction of Contractor of a criminal offense related to health care, or the listing of Physician by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation; or
11. Contractor is removed from office by the Medical Executive Committee according to the applicable Medical Staff Bylaws.

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

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

D. **EFFECT OF TERMINATION.** In the event that this Agreement is terminated for any reason, Dentist 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.

Contractor 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 dental/Medi-Cal record information regarding Hospital patients (Including Family Health Center patients) and Contractor shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of Hospital and it's Medi-Cal 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. Contractor 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, 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.

Contractor shall maintain at Contractor's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for Contractor and each Dentist providing services hereunder as the named insured, and such policy shall cover any acts of Contractor or its Dentists' professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by the Medical Staff bylaws, but in any event no less than One Million Dollars (\$1,000,000.00) per claim/Three Million Dollars (\$3,000,000.00) annual aggregate for "claims made" insurance coverage. Contractor further shall maintain "continuous coverage," as defined by this Section for the entire relevant term. The relevant term shall commence with the date of this Agreement and shall continue through the term of this Agreement, as well as any extensions or renewals thereof, and for a period thereafter of no less than three (3) years. In order to maintain continuous coverage for the entire relevant term Contractor 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. Contractor 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, Contractor shall give Hospital written notice thereof within thirty (30) business days of Contractor's receipt of such notification from any of its insurers. In the event Physician fails to procure, maintain or pay for said insurance as required herein, District shall have the right, but not the obligation to obtain such insurance. In that event, Contractor shall reimburse District for the cost thereof, and failure to repay the same upon demand by Hospital shall constitute a material breach hereunder.

SECTION XI. ASSIGNMENT.

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

SECTION XII. NOTICES.

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

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

Contractor: Center for Oral Health
309 E. 2nd Street
Pomona, CA 91766

SECTION XIII. PRE EXISTING AGREEMENT.

With an exception for Contractor's Agreement for Dentistry Services at the Rural Health Clinics, this Agreement replaces and supersedes any and all prior arrangements or understandings by and between District and Contractor with regard to the subject matter hereof.

SECTION XIV. DISTRICT NOT PRACTICING DENTISTRY.

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

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 Contractor is conditioned on any requirement that Contractor make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital. The parties further acknowledge that Contractor is not restricted from establishing staff privileges at, referring any service to, or otherwise generating any business for any other facility of Contractor'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, M.D., Board President
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____ **By:** _____
Center for Oral Health
309 E. 2nd Street
Pomona, CA 91766



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

THIS PACIFIC PULMONOLOGY GROUP AGREEMENT ("Agreement") is made and entered into as of the 8th day of September 2021 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Pacific Pulmonary Group. ("Provider").

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 a Medical Group who will assign physicians and physician extenders to provide medical treatment to the Clinic's patients.

WHEREAS, Provider is a medical group of qualified endocrinologists licensed by the Medical Board of California to practice medicine and is qualified to perform endocrinology services for the Clinic's patients.

WHEREAS, Hospital desires to retain the services of Provider to provide professional medical services, and Provider 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 PROVIDER.

A. SERVICES. During the term of this Agreement, Provider's qualified Physician's agrees to the following:

1. Provider's Physicians shall provide professional physician services at the Clinic on an as needed basis as agreed upon by Hospital and Provider.
2. Provider 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. Provider 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, Provider agrees as follows:

1. Until the expiration of four (4) years after the furnishing of such Services, Provider 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 Provider shall enforce, a clause to the same effect as subparagraph 1. immediately above.

The availability of Provider'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. Provider will not carry out any of the duties of the Agreement through a subcontract.
- D. **ETHICS.** In performing services under this Agreement, Provider 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 Provider's performance of Provider's professional duties, the Hospital shall neither have nor exercise control or direction over the specific methods by which Provider performs Provider'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. Provider recognizes that the professional reputation of the Hospital is a unique and valuable asset. Provider 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.** Provider shall notify Hospital in writing within three (3) business days after the occurrence of any one or more of the following events:
1. Provider's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
 2. Provider becomes the subject of any suit, action or other legal proceeding arising out of Provider's professional services;
 3. Provider is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
 4. Provider 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. Provider becomes incapacitated or disabled from practicing medicine;

6. Any act of nature or any other event occurs which has a material adverse effect on Provider's ability to perform the Services under this Agreement;
7. Provider changes the location of her offices;
8. Provider is charged with or convicted of a criminal offense; or
9. Provider 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.** Provider shall cooperate with Hospital, through its Chief Executive Officer, in connection with providing the Services.

SECTION II. REPRESENTATIONS AND WARRANTIES

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

- A. Provider is not bound by any agreement or arrangement which would preclude Provider from entering into, or from fully performing the services required under this Agreement;
- B. Provider's license to practice endocrinology/internal 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. Provider'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. Provider 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. Provider has not in the past conducted and is not presently conducting Provider's medical practice in such a manner as to cause Provider 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. Provider 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;
- H. Provider 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 Provider 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
- I. ...; 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. Provider agrees to promptly disclose any change to the status of his license to practice medicine or any changes to the status of any privileges Provider may have at any other health care facility;
- I. Provider shall deliver to the Hospital promptly upon request copies of all certificates, registrations, certificates of insurance and other evidence of Provider's compliance with the foregoing as reasonably requested by the Hospital; and
- J. Provider 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 Provider to Hospital/Clinic's patients. If Hospital/Clinic deems it advisable for Provider to contract with a payer with which Hospital/Clinic has a contract, Provider agrees in good faith to negotiate a contractual agreement equal to the reasonable prevailing reimbursement rates for Provider's specialty within the geographic area of Hospital/Clinic.

SECTION III. INDEMNIFICATION OF LIABILITY.

Provider 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 Provider; (2) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of Provider; (3) the use of any copyrighted materials or patented inventions by Provider; or (4) Provider'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, Provider 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. Provider shall be liable for Provider's own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor, Provider 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, Provider 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 Provider, as 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 Provider a list of patients seen per Hospital records that supports the payment made to Provider. All patient billings for Provider services remain the property of Hospital. Monthly payments to Provider shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.

SECTION VI. COMPLIANCE.

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

At a minimum, Provider is expected to:

1. Be aware of those procedures which affect the Provider, and which are necessary to implement the Compliance Program, including the mandatory duty of Provider 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 Provider'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 Provider'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 September 8, 2021 to September 8, 2023; 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 Provider based on the occurrence of any of the following events:
1. Provider's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
 2. Provider'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. Provider Services Agreement is terminated or expires;
 6. Provider'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. Provider fails to complete medical records in a timely fashion;
 8. Provider fails to maintain the minimum professional liability insurance coverage;
 9. Provider inefficiently manages patients and such inefficient management has not been cured after 30 days written notice from the Hospital;
 10. Provider'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. Provider is unable to provide medical services under the terms of this Agreement due to a physical or mental disability;
 12. Provider becomes impaired by the use of alcohol or the abuse of drugs;
 13. Provider is convicted of any criminal offense, regardless of whether such action arose out of Provider's provision of professional services;

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

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, Provider 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.

Provider 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 Provider 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. Provider 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. Provider shall keep continuously in force during the entire term of this Agreement a claims made professional liability insurance policy with minimum limits of liability of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate covering Provider for the Professional Services provided under this Agreement. Provider will provide District with no less than 30 days advance written notice of any coverage changes or cancellation of the policy. Provider will provide District with evidence of coverage as stated above, showing professional liability coverage. All professional liability coverage must meet the requirements of the Medical Staff and Medical Staff Bylaws. The coverage required by this section shall be either on an occurrence basis or on a claims made basis. If the coverage is on a claims made basis, not less than 30 days prior to the termination of Provider's claims made coverage, Provider shall be obligated to provide evidence to District of continued coverage for claims which arise from Provider's services either by (i) evidence of continued effect of a claims made policy which provides coverage for all claims arising out of incidents occurring prior to the termination of such coverage, or (ii) evidence of an extended reporting period endorsement or

"tail insurance" for all claims arising out of incidents occurring prior to termination of such coverage, and shall provide the District with a certificate evidencing such tail or retroactive coverage

SECTION XI. ASSIGNMENT.

Provider 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

Provider: Pacific Pulmonary Medical Group
4234 Riverwalk Pkwy, Suite 230
Riverside, CA 92505

SECTION XIII. PRE-EXISTING AGREEMENT.

This Contract replaces and supersedes any and all prior arrangements or understandings by and between Hospital and Provider 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 Provider is conditioned on any requirement that Provider make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital. The parties further acknowledge that Provider is not restricted from establishing staff privileges at, referring any service to, or otherwise generating any business for any other facility of Provider's choosing.

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

The parties are prohibited from engaging in any discriminatory, harassing, or retaliatory conduct, and Provider 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:** _____
Pacific Pulmonary Medical Group[
4234 Riverwalk Pkwy, Suite 230
Riverside, CA 92505

RECEIVED AUG 26 2021

js



QUESTIONNAIRE FOR APPOINTMENT TO BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT

**THIS QUESTIONNAIRE AND ALL INFORMATION SUBMITTED
IS A PUBLIC RECORD**

Instructions

If you are interested in serving on a Special District Board of Directors, please complete this application and return it to:

John Friel, CEO
PO Box 1649
Big Bear Lake, CA 92315

Date Due: No later than 5:00 PM on August 31, 2021

All candidates are requested to attend the Board of Directors Meeting to be held September 08, 2021 at 2:30 pm at 41870 Garstin Drive, Big Bear Lake, Hospital Conference Room. Thank you for your interest.

.....
ARE YOU A REGISTERED VOTER WITHIN THE DISTRICT? Yes ☒ No ☐

NAME: Ellen B. Clarke AGE (optional): 62

RESIDENCE ADDRESS: 301 Kern Avenue, Sugarloaf, CA 92386

BUSINESS OR MAILING ADDRESS: P.O. Box 907, Big Bear Lake, CA 92315

PHONE (DAY): 443-871-3056 PHONE (EVENING): 443-871-3056 WORK: 909-866-4607

E-MAIL (optional): eclarke456@gmail.com

EDUCATION			
Institution	Major	Degree	Year

Bridgewater College, Virginia	English	B.A.	1981
Virginia Commonwealth University	Graduate work in Journalism		1984

WORK / VOLUNTEER EXPERIENCE				
Organization	City	Position	From	To
Big Bear Chamber of Commerce	BB Lake	Ex. Director	2019	present
AAUW - Big Bear Branch	BB Lake	Current Member/ former Board member	2015	present

STATEMENT OF QUALIFICATIONS:

Please briefly describe your qualifications and why you are interested in serving on the Board of Directors.

- What skills, abilities, and experience would you bring to the Board to assist in carrying out its responsibilities?

First and foremost, I am a problem-solver, capable of making decisions in a fair and expedient manner. I bring a lifetime of community service with an eagerness to contribute to the success of an organization and mission projects. I am a consensus builder, excelling at diplomacy with the goal of finding win-win solutions. As a skilled listener, I am open-minded and willing to understand different viewpoints. People consider me a creative thinker with innovative ideas. I have a strong work ethic.
- My 35-year career in non-profit organization management is the result of my strong community-service upbringing. Additionally, supporting our healthcare district is directly tied to my professional focus, as it is critical for attracting new employers that help our local economy flourish. During my career, I have held titles as event planner, education manager, and legislative liaison, having written testimony and appeared before state legislative bodies. I have served as a communications, website and social media manager.
- List your involvement in activities that demonstrate your understanding and support for the health care industry, such as membership on committees/organizations, offices held, volunteer work, and community service.

I gained a unique perspective serving as executive director of the Oklahoma Nurses Association, learning the profession, its challenges, and trends. Additionally, I served as staff liaison to the county health officers affiliate of the Maryland Association of Counties for 16 years, where I developed knowledge about public health department operations.

My family includes a dedicated nurse practitioner and a now-deceased sister born with advanced cerebral palsy, leaving her mentally and physically disabled. Both relationships built my understanding and empathy for patients and the medical professionals who care for them.

3. Are there any conflicts of interest that would limit your ability to serve on the BVCHD Board.

I am aware of no conflict of interest.

CERTIFICATION:

I certify that the information contained in this application is true and correct. I authorize the verification of the information in this application.

Ellen Clarke
Signature

8/25/21
Date

received 8/3/21
AC



QUESTIONNAIRE FOR APPOINTMENT TO BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT

THIS QUESTIONNAIRE AND ALL INFORMATION SUBMITTED
IS A PUBLIC RECORD

Instructions

If you are interested in serving on a Special District Board of Directors, please complete this application and return it to:

John Friel, CEO
PO Box 1649
Big Bear Lake, CA 92315

Date Due: No later than 5:00 PM on August 31, 2021

All candidates are requested to attend the Board of Directors Meeting to be held September 08, 2021 at 2:30 pm at 41870 Garstin Drive, Big Bear Lake, Hospital Conference Room. Thank you for your interest.

ARE YOU A REGISTERED VOTER WITHIN THE DISTRICT? Yes X No _____

NAME: PAUL SOKOLOFF AGE (optional): _____

RESIDENCE ADDRESS: 738 GOLDEN WEST DRIVE, BBL, CA 92315

BUSINESS OR MAILING ADDRESS: PO BOX 265, BBL, CA 92315

PHONE (DAYTIME): 909-866-1803 PHONE (EVENING): _____

E-MAIL (optional): PAUL.SOKOLOFF@VERIZON-NOT

EDUCATION			
Institution	Major	Degree	Year

CSUSB, SAN BERNARDINO	Community Health	MSA	2016
CSUSB, SAN BERNARDINO	Finance	MBB	1993

WORK / VOLUNTEER EXPERIENCE				
Organization	City	Position	From	To
BIG BEAR LAKE TOGETHER	BIG BEAR LAKE	MEMBER	MAR 2021	Present

STATEMENT OF QUALIFICATIONS:

Please briefly describe your qualifications and why you are interested in serving on the Board of Directors.

1. What skills, abilities, and experience would you bring to the Board to assist in carrying out its responsibilities?

As an engaged leader knowledgeable in hospital delivery services, I can quickly assess environments that impact community health and provide key strategies for successful outcomes. I understand the regulatory and financial conditions imposed by external environments that affect hospital services. To that end, it is important to understand root causes of conditions to generate solutions that are effective and easily implemented.

A strategic approach utilizing data, is key to help drive forward thinking practices. I ask tough questions to ensure collective consideration of variables that affect desired outcomes. Understanding financial data, is an added asset to envelop board needs. Research is a critical skill allowing definitive decisions.

Collaborative support with our community partners (fire dept) is key needed for our hospital-based service. Further, a community needs assessment is slated in the upcoming year. Changing demographics more than anticipated may lead to a reset of priorities. Housing shortages may become critical in our continued healthcare strategies.

2. List your involvement in activities that demonstrate your understanding and support for the health care industry, such as membership on committees/organizations, offices held, volunteer work, and community service.

As a member of ACMA, (American Case Management Association) I am actively involved in a key community learning environment and can be considered an authority in many areas. My membership helps colleagues in understanding regulatory environments of hospital performance. I am a member of Big Bear Lake United to ensure a "community" voice that supports valley wide initiatives.

3. Are there any conflicts of interest that would limit your ability to serve on the BVCHD Board,

I do not have conflicts of interest in the ability to serve on the BVCHD Board.

CERTIFICATION:

I certify that the information contained in this application is true and correct. I authorize the verification of the information in this application.


Signature


Date

Thank you Bear Valley Family for our Partnership					
	QHR Solution	Leader	Coverage	2021	Comments
Key	Focus Items This Month	Focus Items This Year	Completed This Year	Updated This Month	
Coverage	WIC - Within Contract				
Strategy & Positioning	Ongoing Strategy Advisement	Ryan Nestrack	WIC	Ongoing support for the Strategic Plan. Quarterly check-ups with the Board/Hospital.	First quarterly "check-in" complete in April.
	Recruitment for new CEO	Region VP	WIC	Begin search for new CEO. John leaving at end of October 2021.	Interviewed three candidates with possibility of two more. Visits being scheduled for September.
	Strategic Plan	Ryan Nestrack	WIC	Process started in May 2020. Covid caused delays in finalization.	Plan completed, Board retreat in November 2020, adopted by Board in January 2021.
Clinical & Compliance	Urgent Care Analysis/Proforma	Region Team	WIC	Project begun August 2019.	LOI signed. Due diligence begun. Credentialing begun. Legal structure begun.
	Medical Stabilization Program	Keith Jackson	Add-on	Contract approved Dec 2020. Unit opened Feb 2021.	Discussions held on physician staffing and how to proceed. Additional physicians being sought.
	Environmental Services Assessment	Terry Norris	WIC	Project approved	Project completed October 2020.

	QHR Solution	Leader	Coverage	2021	Comments
Financial & Operations	COVID-19 Supply Focus	PLUS Team	WIC	QHR PLUS Warehouse Operating	Three orders requested/completed FY to date.
	Monthly Operations Review	Region Team	WIC	Held Monthly on 2nd Monday	Calls with BVCHD admin, QHR Region Team, Support Team
	Comparative Data Analysis	Leslie Roney	WIC	Perfomed Monthly	Results are reported in rankings report distributed to hospital monthly. See graphs below.
	Managed Care Contract Review	Wanda Wright	WIC	Project started March 2021	Extensive negotiations ongoing with Heritage. Reviewing contract with Kaiser.
	Financial Ops Review (FOR)	Region Team	WIC	Information received in April	Information reviewed, letter being sent to CFO. No findings noted.
	QPA/GPO Review	PLUS Team	WIC	Project performed on an annual basis.	Analysis and information gathered at June 30th. Letter being sent to Board Chair at completion.
	Price Transparency	CPSI	WIC	Project started October 2020	Finalized and implemented in January 2021.
	Contractual Accounting Review	David Perry	WIC	Review started January 2021	Report completed. No findings noted.
	Cost Report Review	David Perry	WIC	Review to begin when cost report completed by accounting firm.	

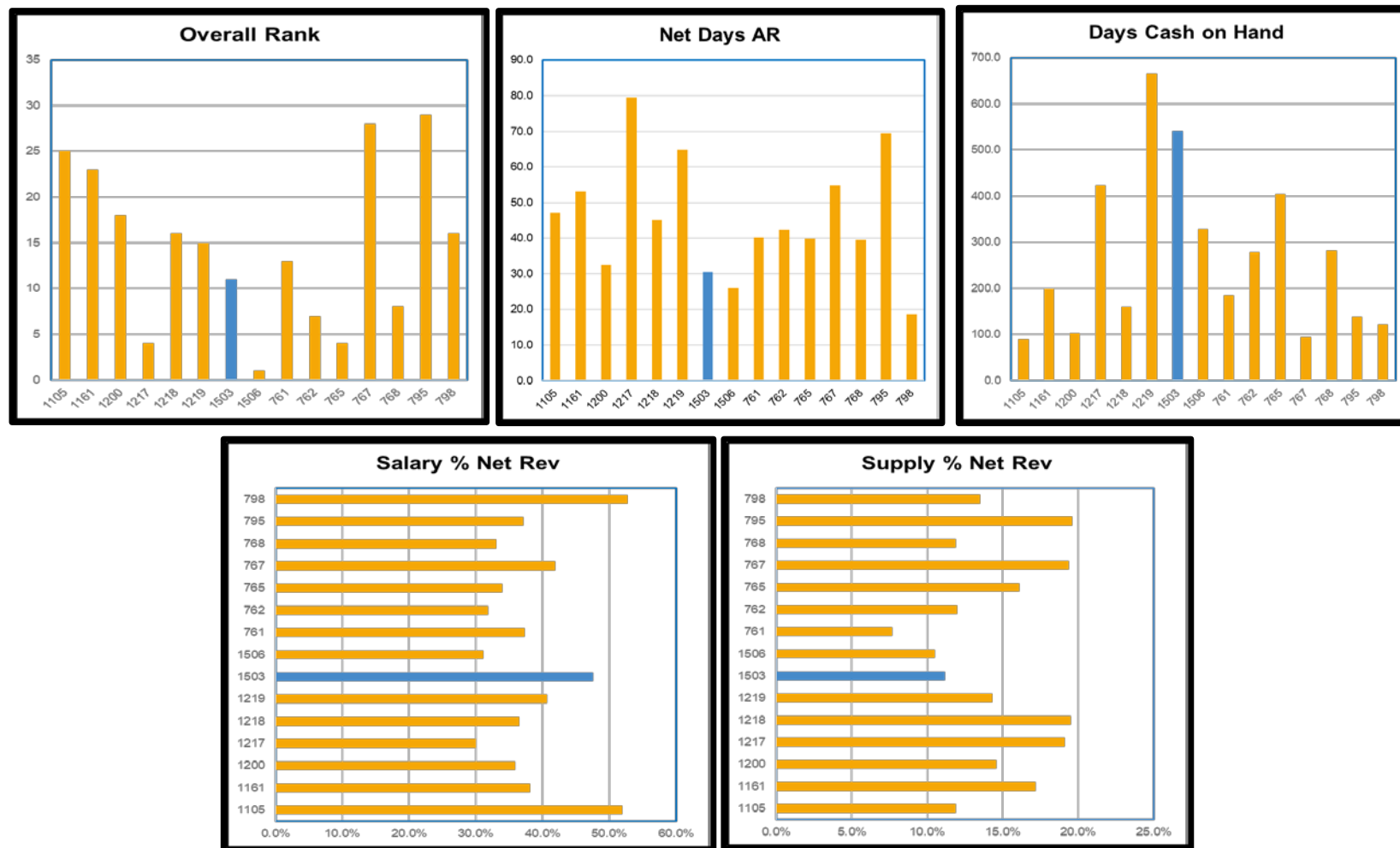
	QHR Solution	Leader	Coverage	2021	Comments
Trustee Education	Governance Webinars	QLI	WIC	Second Tuesday each month	See monthly listing below.
	National Trustee Conference with Trustee Essentials	QLI	WIC	Q1 2022-Wigwam Resort Phoenix, AZ	
	Board Self-Assessment	Region Team	WIC	Schedule Q4 2021	
	Regional Conferences	QLI	WIC	Three regional conferences being developed	John and Connie attended the Boston conference.
Leadership Education & Development	Director Leadership Series	QLI	Add-on	Board approved QHR onsite program in Feb 2021.	"Leading From the Middle" completed August 2021
	QLI Webinars and Leadership Development	QLI	WIC	Various Throughout The Year	
	HFR Regulatory Updates	HFR	WIC	Updates sent monthly	
	CEO Evaluation	Region VP	WIC	Annual evaluation to begin August 2021	
	CFO Evaluation	Region VP	WIC	Annual evaluation to begin August 2021	

QHR Region Team and Internal Consulting Hours		
	2020	2021 YTD
Region Team	340	219
Internal Consultants	286	185
Total:	626	404

Key Contract Items
<p>Hospital</p> <p>Annual Professional Fee = \$320,488 Current Contract November 1, 2020 - October 31, 2026 Mutual 90-day window to terminate October 31, 2024 Original Contract Date: June 25, 2015</p>
<p>Medical Stabilization Unit</p> <p>Annual Professional Fee = \$183,600 Current Contract January 1, 2021 - December 31, 2025 Mutual 90-day window to terminate December 31, 2023 Original Contract Date: January 1, 2021</p>

Estimated Annual Benefits & Savings 12 Month Totals		
QHR Business Partnership Benefits		
	2020	2021
HPG Discounts	\$ 218,188	\$ 225,951
HPS Rebates	\$ 10,917	\$ 9,211
GPO Group Savings	\$ 6,922	\$ 7,018
Strategic Service Partner	\$ 61,245	\$ 67,452
Total:	\$ 297,272	\$ 309,632
Other QHR Business Partnership Benefits		
MD Buyline	\$ 10,000	\$ 10,000
AHA Dues Discounts	\$ 8,597	\$ 3,931
J & J QPA Rebate	-	\$ 47
Consulting (Region Team)	\$ 68,000	\$ 43,800
Consulting Engagements	\$ 57,200	\$ 37,000
Total:	\$ 143,797	\$ 94,778
Partnership Education Benefit		
Direct Employee Education	Trustee Quick Reference Guide	
QLI Monthly Education Offerings	Board Esesntial Workshop	
Regional Education Conferences	Monthly Trustee Education Webinars	
Board Specific Education Action Plan	Monthly/Daily Regulatory Updates	
National QHR Trustee Conference	HealthTrust University	
Other Benefits		
New Compliance Director Support	Cost Report Review and Analysis	
Urgent Care Assessment, Structure, Planning	QHR Best Practices	
Managed Care Payor Yield Assessment	Accounts Receivable Review and Analysis	
Contractual Allowance & Bad Debt Analysis	Strategic Plan and Quarterly Updates	
Community Health Needs Assessment		

Critical Access Hospitals: Comparison Ranking Charts - June 2021 Data



QHR Learning Institute (QLI) Education Information Section		
2021 Trustee Webinars - 2nd Tuesday @ 12 PM CST		BVCHD Participants
Jan 12	COVID-19 Vaccine Update	1
Feb 9	ASC Ownership Benefits	
Mar 9	Case Management	1
Apr 13	Behavioral Health	
May 11	Supply Chain	
June 8	Intro to Medicare Reimbursements & Hot Topics	1
Jul 13	Compliance Update	
Aug 10	Quality Update - Care Transformation	
Sept 14	Technology Services	
Oct 12	Aligning Marketing Strategies with Hospital Business Objectives	
Nov 9	Revenue Cycle	
<p>Check out all Webinars through the link below Be sure to add these dates to you calendar! Visit https://qhr.com/learning-institute/ to register</p>		

QHR Health Vision and Share Services

QHR Health Continues its Committed Vision



14

Creating Economies of Scale through Leverage

Utilizing power plants (shared services) to maintain and strengthen independence



Pharmacy
Strategic Sourcing
Analytics
Purchased Services
Facility Management



FINANCE EXCELLERATOR
Cash Acceleration
Collections
Full Insource
Alternative Payment Models



New Build Hospitals
New Build ASCs
Outpatient Centers
Replacement Facilities



Primary Care Changes

SDOH



TECHNOLOGY / IT

Cybersecurity
Vantage / BI
Outreach
Referral Management
Virtual Leadership



16

QHR Health COVID-19 ASSISTANCE

- Developed a **COVID-19 Task Force** with Resources Website
[QHR Health COVID-19 Online Resource Center.](#)
Or <https://qhrcovid19.com/>
 - Taskforce providing support & guidance on:
 - Finance & Reimbursement
 - FEMA Assistance
 - Supply Chain & Pharmacy
 - Clinical Care & Survey Readiness
 - Includes Podcasts on key areas of focus
- Set up **PPE Warehouse & Distribution Program**
 - For QHR Health Hospital Families *only*
 - Actively working with Supply Chain Leaders at all Facilities
 - Assisting an average of 38 Hospital Families a week
 - Up and running since April 1, 2020
 - BVCHD received support 3 times (N95 Masks, Isolation Gowns, Nitrile Gloves)
- Published **QHR Health Post-COVID Operational Playbook Vols. 1 & 2**
 - Covers US Government's guidelines for reopening our Country's healthcare system complemented with QHR suggested best practices focused on:
 - Restart Readiness
 - Capacity & Utilization
 - Service Changes
 - Revenue Integrity & Reimbursement Due Diligence
 - Regulatory & Compliance
 - Communications & Strategy
- **Financial, Funding & Reimbursement Options Federal & State**
 - Monitoring, developing & recommending plans for all three phases of Government response for financial support (i.e.: Accelerated Payments, Grants, Loans, Future Cost Reporting)
- Established **Shared Service Centers**
 - COVID-19 Patient Triage
 - CARES Act / Federal & State Funding Options - Identification, Application & Tracking

QHR Regional Team		
Team Member & Position	Phone	Email
Regional Team		
Woody White, CPA - Vice President	561.644.5391	wwhite@qhr.com
Leslie Roney - Regional Financial Analyst	615.400.7220	lroney@qhr.com
Support Team		
David Perry - VP Healthcare Finance & Reimbursement	615.371.4703	dperry@qhr.com
John Waltko - VP Regulatory & Financial Reporting	615.371.4678	jwaltko@qhr.com
Wanda Wright - AVP Managed Care	704.999.8890	wwright@qhr.com
Lisa Boston - AVP Compliance Consulting	225.337.3155	lboston@qhr.com
Jo Piland - Manager QHR Health Learning Institute	615.371.4842	jpiland@qhr.com
Sue Dorsey - Director SSP, QHR PLUS Services	615.427.3631	sdorsey@myplusnow.com
Peter Miessner - VP ResolutionRCM	281.415.8388	pmiessner@qhr.com
Ryan Nestruck - Senior Director Strategy	847.533.0759	rnestruck@qhr.com
Jonathan Boatwright - Manager SSP, QHR PLUS Services	615.371.4932	jboatwright@myplusnow.com
Scott Nation - VP ASC Services	423.653.6620	snation@qhr.com
Erika Sundrud - VP Care Transformation	617.838.2496	esundrud@qhr.com



CNO Monthly Report

TOPIC	UPDATE
1. Regulatory	<ul style="list-style-type: none"> ▪ CDPH on site for 2 complaint visits- both closed with no deficiencies. ▪ CDPH issued two health orders that affect the district: <ul style="list-style-type: none"> ○ All visitors within the hospital must be vaccinated or test negative within the prior 72 hours ○ All staff must be vaccinated. Those that have religious or medical exemptions are required to test twice/ week.
2. Budget/Staffing	<ul style="list-style-type: none"> ▪ Several nursing positions are open on Acute, ED, and SNF, currently interviewing qualified candidates as we receive applications.
3. Departmental Reports	
<ul style="list-style-type: none"> ▪ Emergency Department 	<ul style="list-style-type: none"> ▪ COVID cases increasing, patients still being treated in the parking lot. ▪ Staffing is a concern as COVID increases and several RN positions have not been filled.
<ul style="list-style-type: none"> ▪ Acute 	<ul style="list-style-type: none"> ▪ Medical stabilization program has been on hold due to COVID. Currently there are 60 patients on the “waiting list”.
<ul style="list-style-type: none"> ▪ Skilled Nursing 	<ul style="list-style-type: none"> ▪ SNF residents continue to be closely monitored for COVID. ▪ Currently no positive residents. ▪ Interim DON is working on hiring, re-instituting restorative and activities programs.
<ul style="list-style-type: none"> ▪ Surgical Services 	<ul style="list-style-type: none"> ▪ Elective surgical cases are on hold per Dr. Kondal’s recommendation.
<ul style="list-style-type: none"> ▪ Case Management 	<ul style="list-style-type: none"> ▪ Attended QHR Case Management training.
<ul style="list-style-type: none"> ▪ Respiratory Therapy 	<ul style="list-style-type: none"> ▪ Ventilators are being updated/ purchased for COVID capabilities. ▪ Updating RT policies. ▪ PFT services on hold.

<ul style="list-style-type: none"> Physical Therapy 	<ul style="list-style-type: none"> Volumes exceeding normal, one traveler position in place. FTEs may exceed budgeted amounts relative to increase in volume.
<ul style="list-style-type: none"> Food and Nutritional Services 	<ul style="list-style-type: none"> Working with Culture of Ownership committee to host employee BBQ(s)/ Holiday events Working on purchase of food vending machine for afterhours/ night staff Hosted birthday celebration & staff luncheon. Dining room is open again for in person dining.
4. Infection Prevention	<ul style="list-style-type: none"> CDPH continues to add COVID reporting mandates. Planning, research and education regarding COVID-19 Educating staff on PPE standards and guidelines for re-use Reporting COVID cases to Public Health and CDPH L&C
5. Quality Improvement	<ul style="list-style-type: none"> SCORE Survey department debriefings will be completed within 2 weeks. Participated in BETA HEART virtual training sessions.
6. Policy Updates	<ul style="list-style-type: none"> Cal OSHA COVID prevention plan in place Policy committee meeting weekly
7. Safety & Products	<ul style="list-style-type: none"> Workplace Violence committee met to evaluate progress on BETA ESWI projects.
8. Education	<ul style="list-style-type: none"> Education position filled. 2021 Skills day for August was postponed due to COVID Successful passed AONL Certification Exam in Executive Nursing Practice (CENP).
9. Information Items/Concerns	<ul style="list-style-type: none"> Received \$100,000 HRSA grant for vaccine confidence. Working on understanding reporting requirements. Attending many calls related to COVID with BBFD, HASC, CHA, CDPH. Closely monitoring COVID trends/ hospital & ventilator utilization throughout the state.
Respectfully Submitted by: <i>Kerri Jex, CNO</i>	
<i>Date: August 27th, 2021</i>	

2021 Surgery Report

Jun-21		
Physician	# of Cases	Procedures
Chin - MD	1	Bilateral Inguinal Hernia Repair
Busch - Podiatrist	0	
Critel - CRNA	2	LESI
Critel - CRNA	3	Hip Injections
Tayani	8	Cataracts
Total	14	

Jul-21		
Physician	# of Cases	Procedures
Chin - MD	0	
Busch - Podiatrist	0	
Critel - CRNA	2	LESI
Critel - CRNA	1	Bilateral SI Joint Injection
Tayani	0	Cataracts
Total	3	

Aug-21		
Physician	# of Cases	Procedures
Chin - MD	0	
Busch - Podiatrist	0	
Critel - CRNA	4	LESI
Tayani	0	Cataracts
Total	4	

Sep-21		
Physician	# of Cases	Procedures
Chin - MD		
Busch - Podiatrist		
Critel - CRNA		
Tayani		
Total	0	

Oct-21		
Physician	# of Cases	Procedures
Chin - MD		
Busch - Podiatrist		
Critel - CRNA		
Tayani		
Total	0	

Nov-21		
Physician	# of Cases	Procedures
Chin - MD		
Busch - Podiatrist		
Critel - CRNA		
Tayani		



CHIEF EXECUTIVE OFFICER REPORT

CEO Information:

We continue back to our pre-COVID 19 activities and patient services and we are continuing to provide the COVID 19 vaccination clinics.

The district summer party went very well, great food, very relaxing and staff enjoyed themselves.

Staffing has improved with the arrival of several travel RN's.

We have started the transition of the Combs urgent care center and family practice and expect the definitive agreement to be signed on September 21, 2021.

I will be on vacation from September 02 through September 12 but participating in the Board meeting on September 08 via phone. I have designated Garth and Kerri as the Interim CEO during my absence.

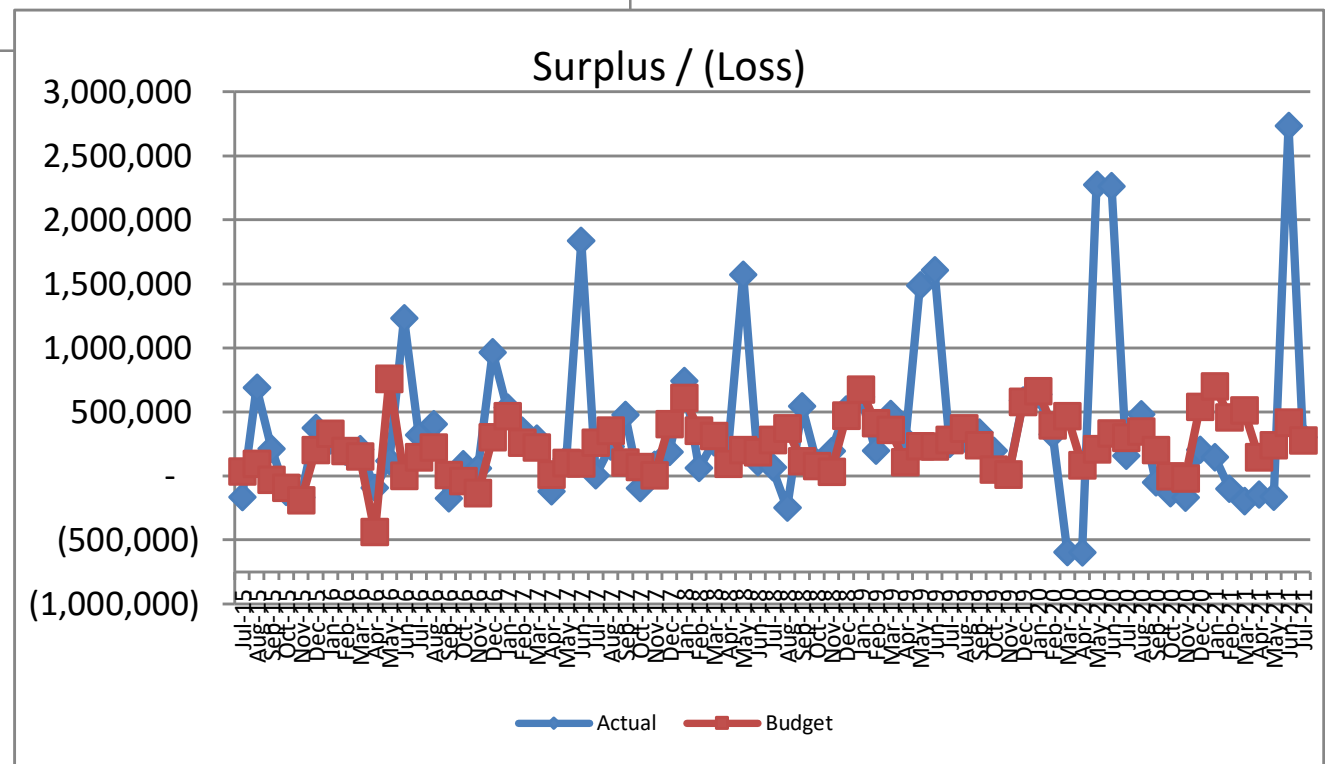
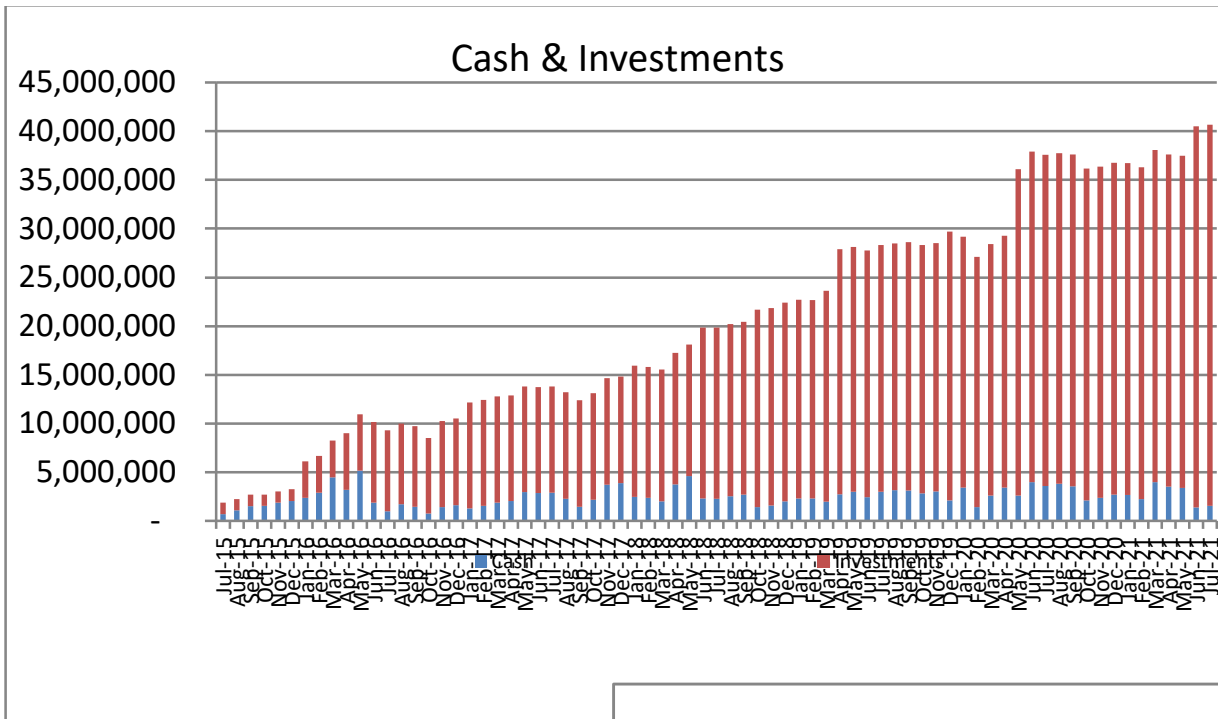
Several candidates for the CEO position have been identified and Woody is planning on the interview with the board of the week of September 21, 2021.



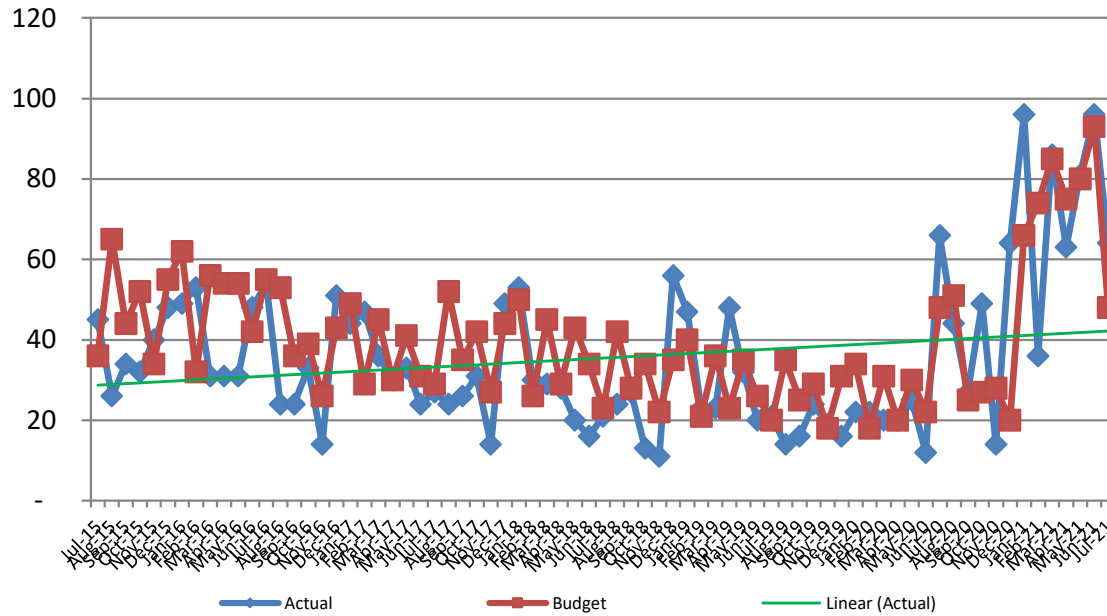
Finance Report
July 2021 Results

Summary for July 2021

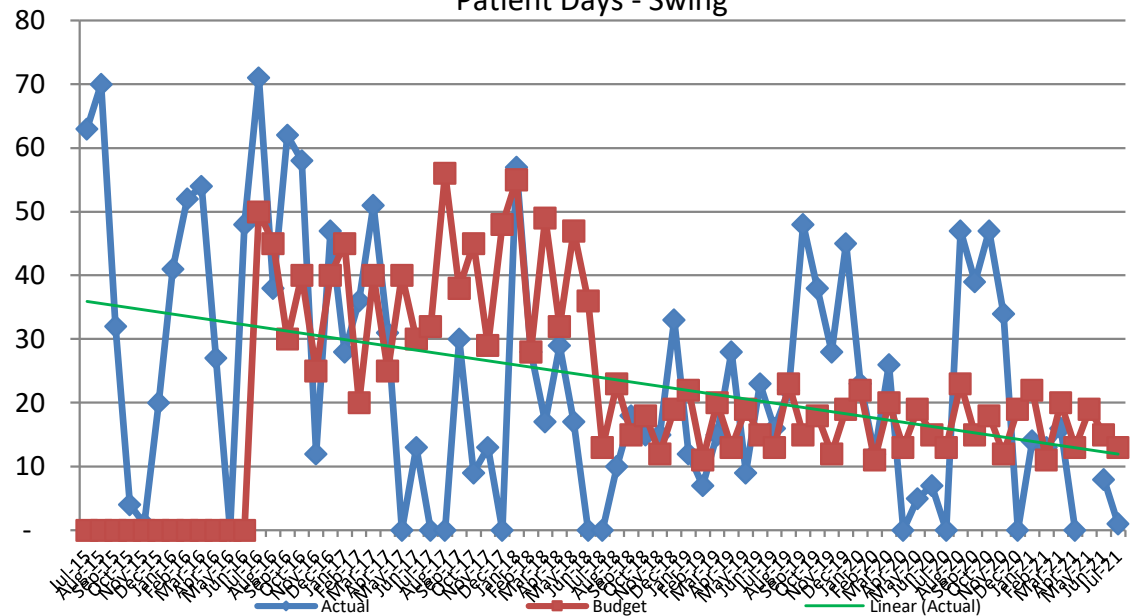
- Cash on hand \$ 1,555,268
Investments \$39,135,702
- Days Cash on hand, including investments with LAIF – 539
- Surplus of \$301,582 was more than budget of \$275,238 by 9.6%
- Total Patient Revenue was 9.5% more than Budget for the month
- Net Patient Revenue was 8.8% more than budget
- Total Expenses were 2.4% more than budget

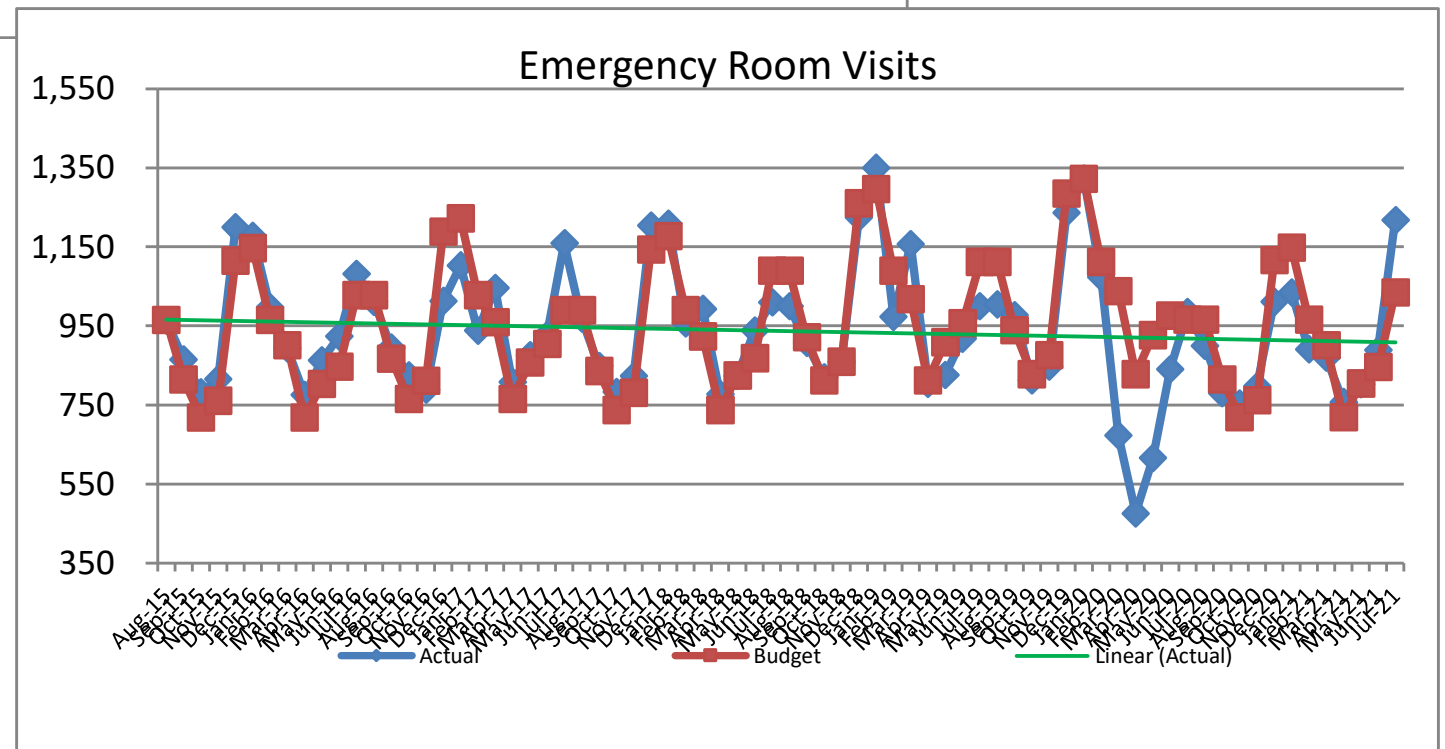
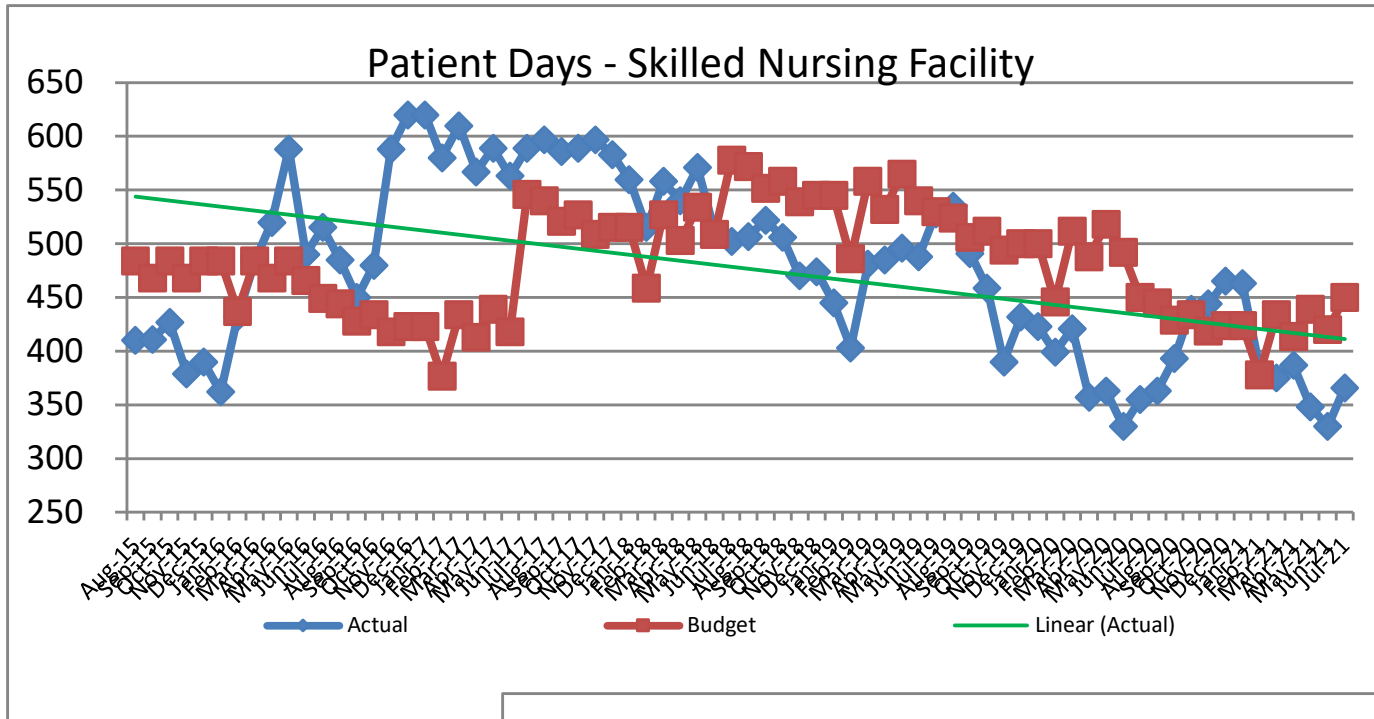


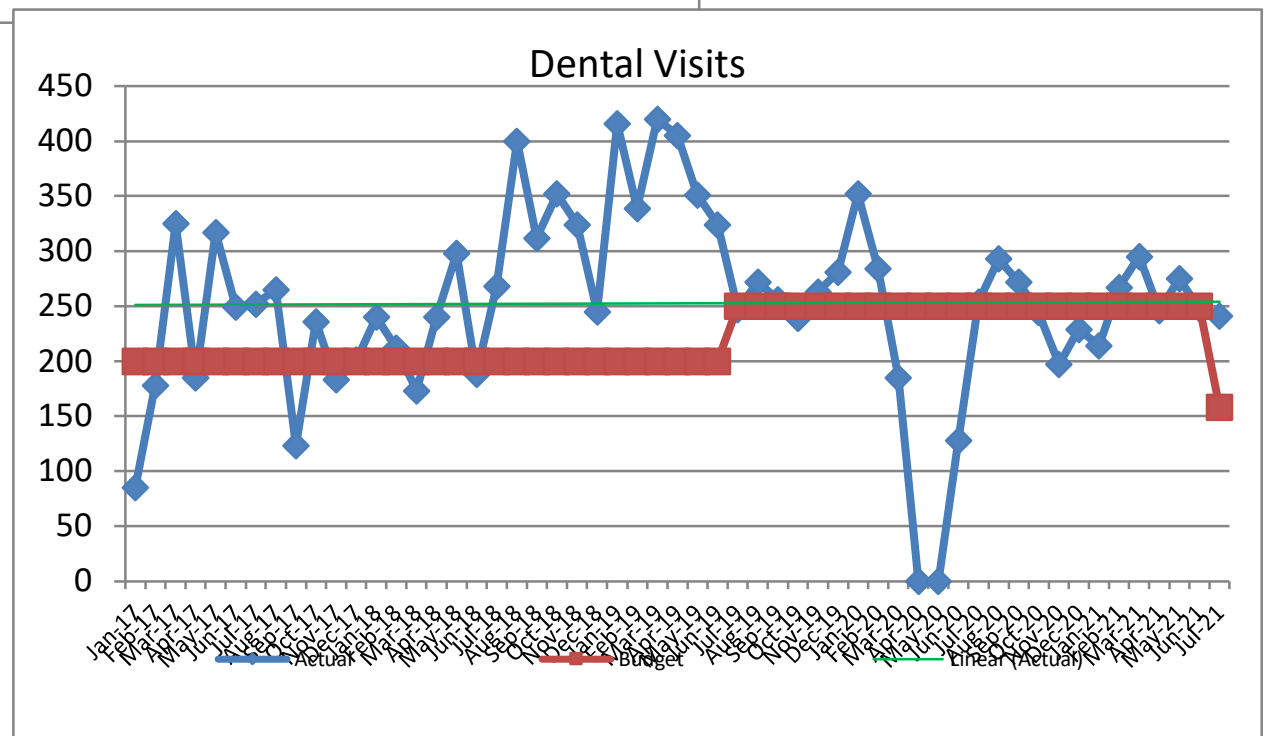
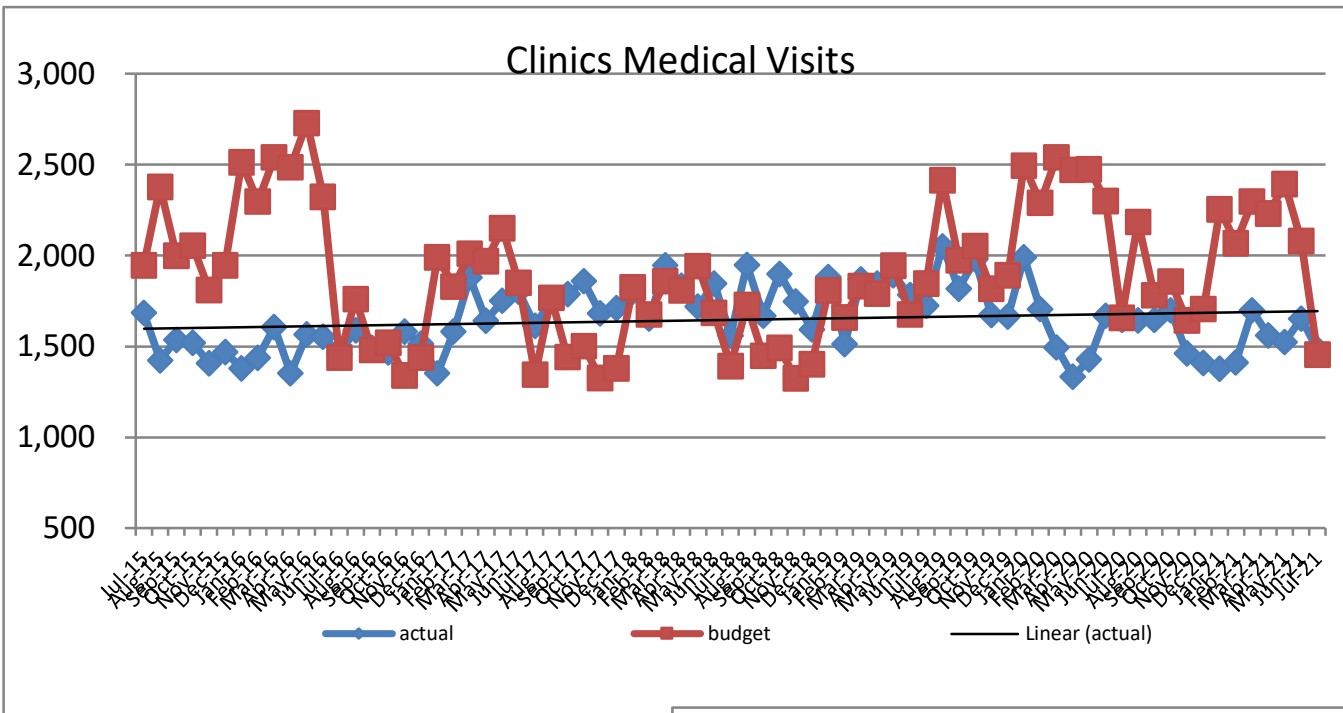
Patient Days - Acute

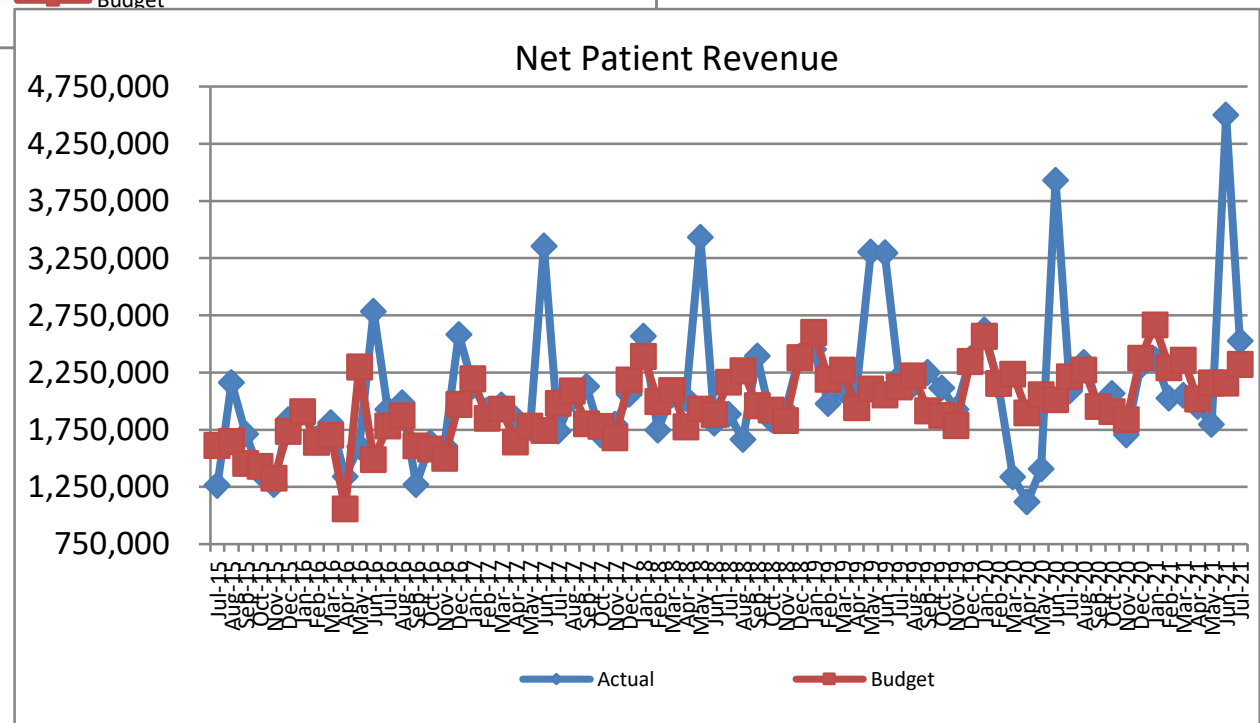
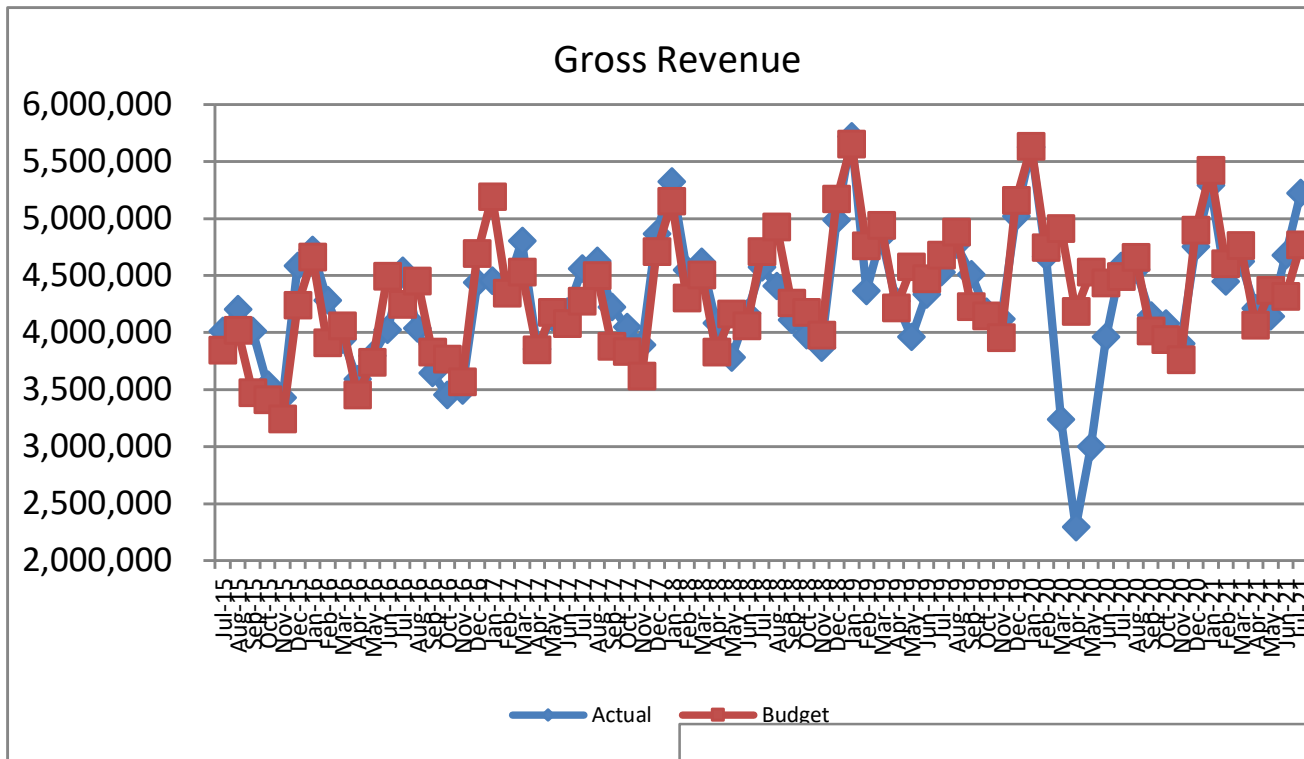


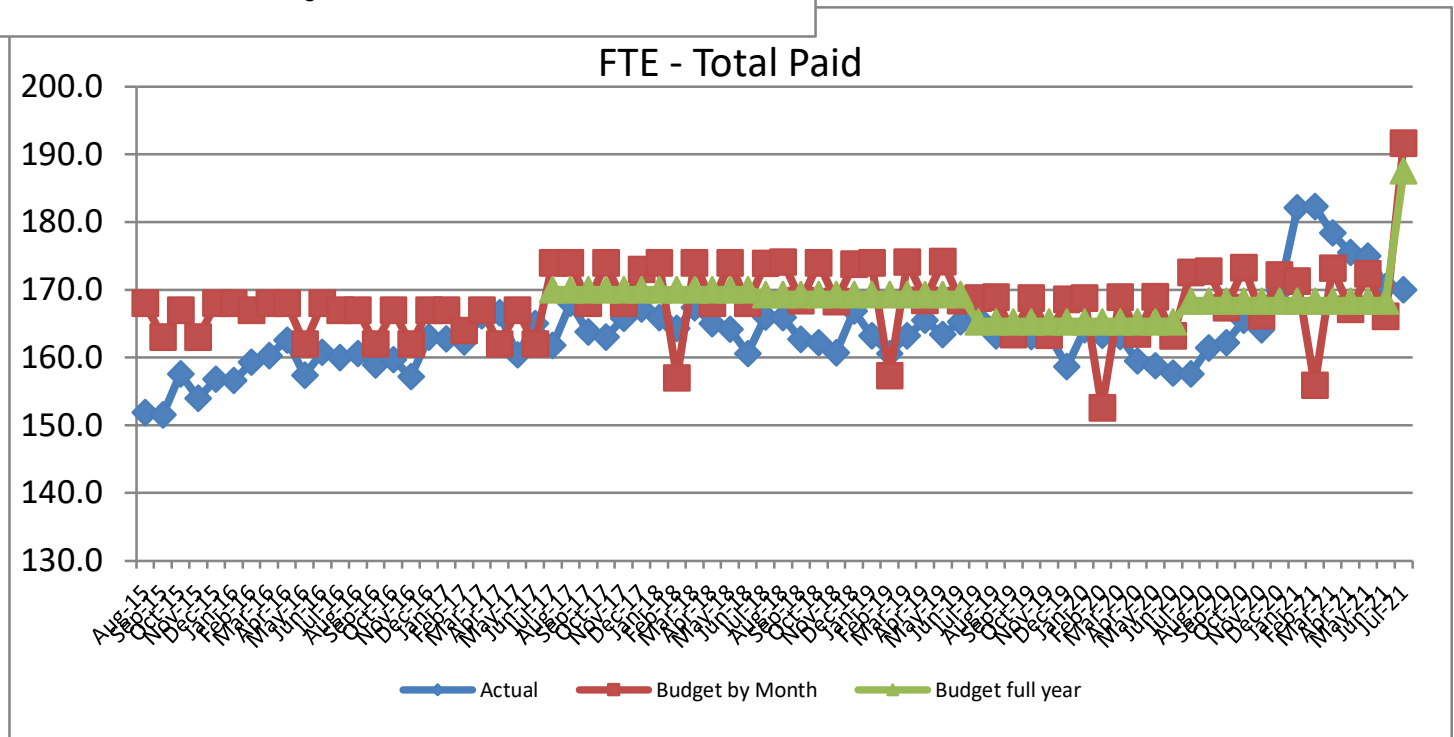
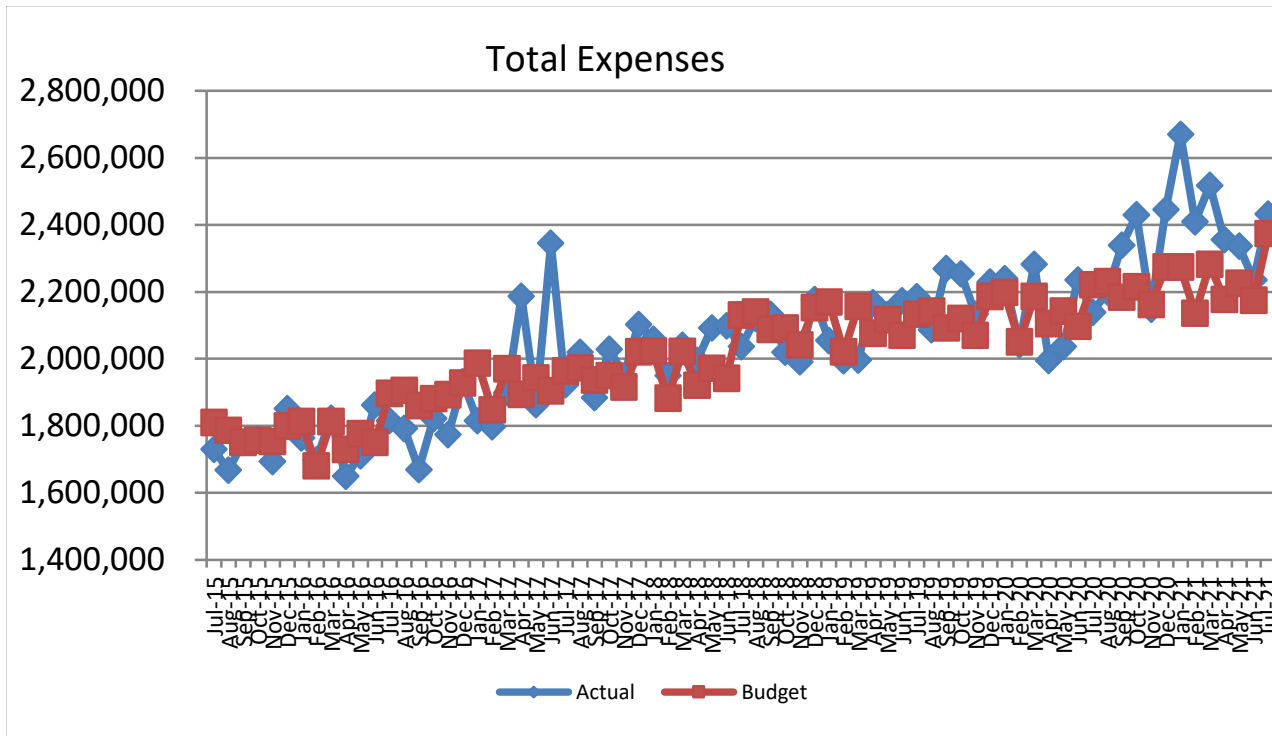
Patient Days - Swing



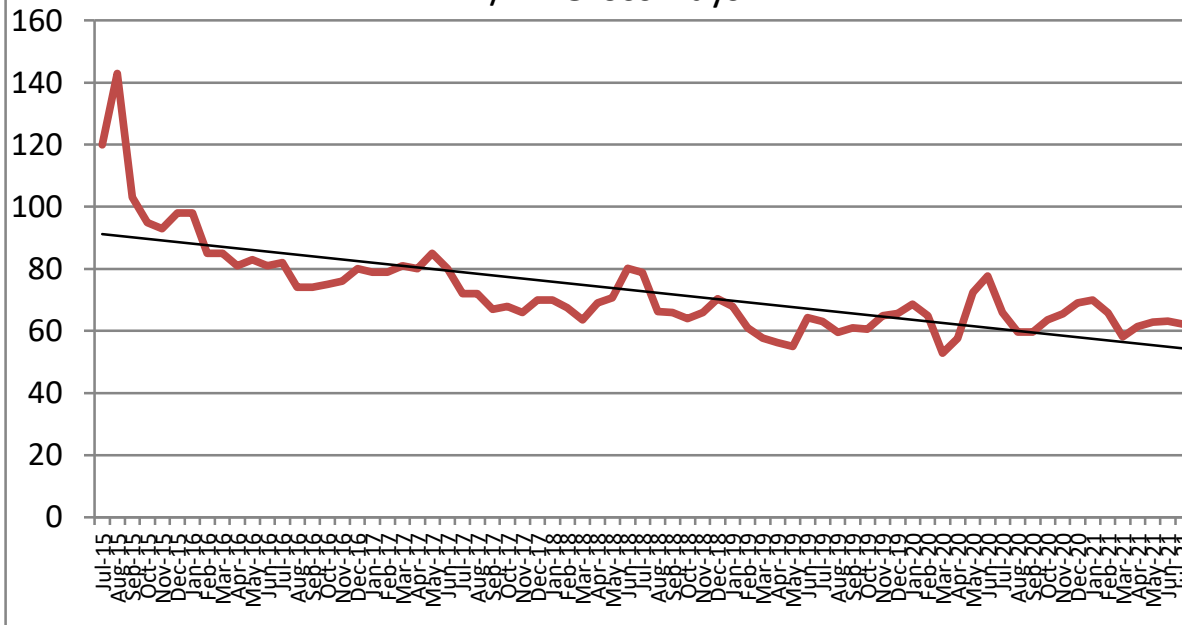




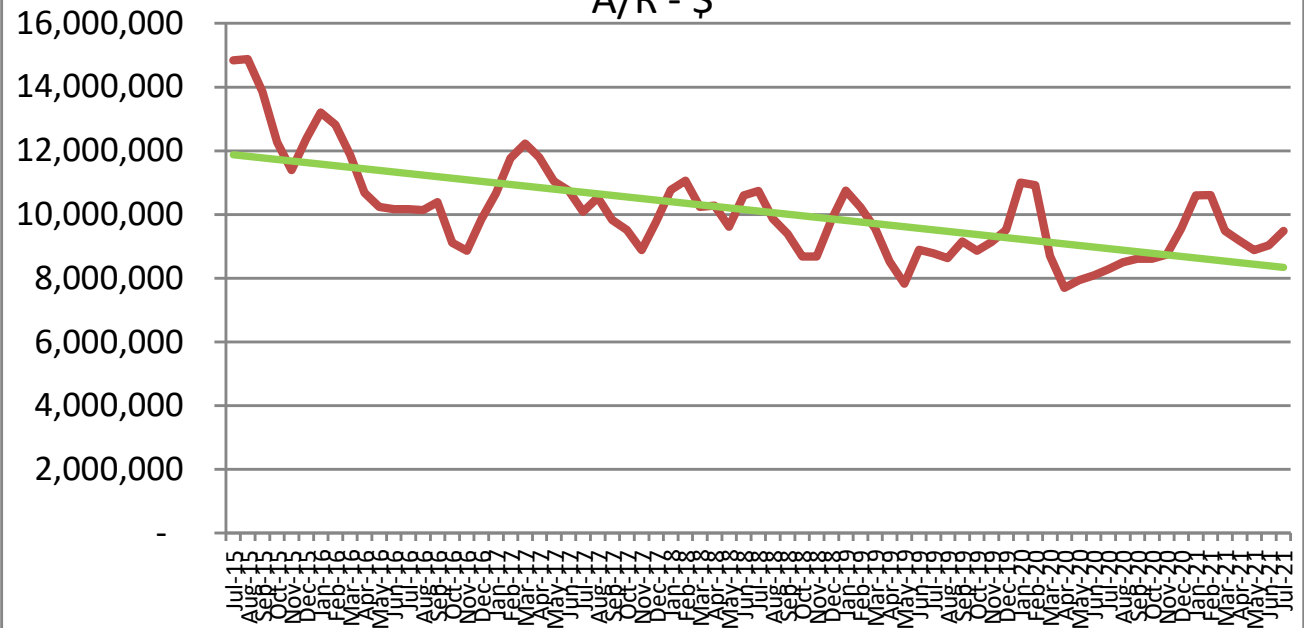




A/R - Gross Days



A/R - \$





July 2021 Financial Results

July 2021 marks the first month of our new fiscal year, For the month . . .

Total Patient Revenue for July 2021 was \$5,221,379. This was 9.5% or \$453,528 more than budget.

Inpatient revenue was 37.7% more than budget for the month. Outpatient revenue was 15.21% lower than budget. Clinic revenue was 6.5% under budget. ER revenue was 17.5% higher than budget. Skilled Nursing Facility revenue was 15.5% lower than budget.

Total Revenue deductions of \$2,692,172 were more than budget by 10.2% for the month.

Total Operating Revenue was 4.0% over our budgeted amount for the month.

Total Expenses of \$2,432,828 were 2.4% more than budget. Purchased Services were more than budget with contract staffing for Lab, Radiology, and Security. Insurance expense is over budget in Property and D & O insurance.

Our Operating Cash and Investments total \$40,690,970 as of the end of month. Total days cash on hand as of the end of July 2021 were 539. Cash collections - \$2,661,037- were strong with receipt of Medi-Cal funds hold placed on Medi-Cal payments in the second half of the month June.

Key Statistics

Acute patient days of 64 were 3% over our budgeted number. We had just 1 Swing Patient day for the month. Skilled Nursing Facility days of 366 were 19% under budget – our Average Daily Census was 11.8. ER Visits of 1,218 were 17.7% more than budget. Clinics Medical visits were 1.9% more than budget. Dental visits of 241 for month.

FTE (Full Time Equivalentents) for the month were 170.0.

Bear Valley Community Healthcare District
Financial Statements July 31, 2021

Financial Highlights—Hospital
STATEMENT OF OPERATIONS

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 20/21	FY 21/22		VARIANCE		FY 20/21	FY 21/22		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
1 Total patient revenue	4,585,098	5,221,376	4,767,848	453,528	9.5%	4,585,098	5,221,376	4,767,848	453,528	9.5%
2 Total revenue deductions	2,492,666	2,692,172	2,443,085	249,087	10.2%	2,492,666	2,692,172	2,443,085	249,087	10.2%
3 % Deductions	54%	52%	51%			54%	52%	51%		
4 Net Patient Revenue	2,092,432	2,529,203	2,324,763	204,440	8.8%	2,092,432	2,529,203	2,324,763	204,440	8.8%
5 % Net to Gross	46%	48%	49%			46%	48%	49%		
6 Other Revenue	5,722	7,903	114,878	(106,975)	-93.1%	5,722	7,903	114,878	(106,975)	-93.1%
7 Total Operating Revenue	2,098,154	2,537,106	2,439,641	97,465	4.0%	2,098,154	2,537,106	2,439,641	97,465	4.0%
8 Total Expenses	2,138,836	2,432,828	2,374,657	58,171	2.4%	2,138,836	2,432,828	2,374,657	58,171	2.4%
9 % Expenses	47%	47%	50%			47%	47%	50%		
10 Surplus (Loss) from Operations	(40,683)	104,279	64,984	39,295	-60.5%	(40,683)	104,279	64,984	39,295	-60.5%
11 % Operating margin	-1%	2%	1%			-1%	2%	1%		
12 Total Non-operating	195,320	197,304	210,254	(12,950)	-6.2%	195,320	197,304	210,254	(12,950)	-6.2%
13 Surplus/(Loss)	154,638	301,582	275,238	26,344	-9.6%	154,638	301,582	275,238	26,344	-9.6%
14 % Total margin	3%	6%	6%			3%	6%	6%		

BALANCE SHEET

	A	B	C	D	E
	July	July	June		
	FY 20/21	FY 21/22	FY 20/21	VARIANCE	
				Amount	%
15 Gross Accounts Receivables	8,284,648	9,486,646	9,035,844	450,802	5.0%
16 Net Accounts Receivables	2,503,802	3,036,527	2,810,581	225,946	8.0%
17 % Net AR to Gross AR	30%	32%	31%		
18 Days Gross AR	66.0	62.2	63.1	(0.9)	-1.4%
19 Cash Collections	1,723,921	2,661,037	1,687,088	973,949	57.7%
20 Settlements/IGT Transactions	55,209	63,674	3,213,308	(3,149,634)	-98.0%
Stimulus Receipts	-	-	200,000	(200,000)	-100.0%
21 Investments	33,942,664	39,135,702	39,135,702	0	0.0%
22 Cash on hand	3,615,780	1,555,268	1,376,886	178,382	13.0%
23 Total Cash & Invest	37,558,444	40,690,970	40,512,588	178,382	0.4%
24 Days Cash & Invest	569	539	547	(8)	-1.5%
Total Cash and Investments	37,558,444	40,690,970			
Increase Current Year vs. Prior Year		3,132,526			

Bear Valley Community Healthcare District
Financial Statements July 31, 2021

Statement of Operations

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 20/21	FY 21/22		VARIANCE		FY 20/21	FY 21/22		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
Gross Patient Revenue										
1 Inpatient	215,249	205,183	148,998	56,185	37.7%	215,249	205,183	148,998	56,185	37.7%
2 Outpatient	759,975	711,151	838,187	(127,036)	-15.2%	759,975	711,151	838,187	(127,036)	-15.2%
3 Clinic Revenue	329,815	286,746	306,762	(20,016)	-6.5%	329,815	286,746	306,762	(20,016)	-6.5%
4 Emergency Room	3,121,968	3,855,619	3,281,336	574,283	17.5%	3,121,968	3,855,619	3,281,336	574,283	17.5%
5 Skilled Nursing Facility	158,091	162,677	192,565	(29,888)	-15.5%	158,091	162,677	192,565	(29,888)	-15.5%
6 Total patient revenue	4,585,098	5,221,376	4,767,848	453,528	9.5%	4,585,098	5,221,376	4,767,848	453,528	9.5%
Revenue Deductions										
7 Contractual Allow	2,260,273	2,633,241	2,151,655	481,586	22.4%	2,260,273	2,633,241	2,151,655	481,586	22.4%
8 Contractual Allow PY	(100,000)	-	-	-	#DIV/0!	(100,000)	-	-	-	#DIV/0!
9 Charity Care	25,028	13,835	20,470	(6,635)	-32.4%	25,028	13,835	20,470	(6,635)	-32.4%
10 Administrative	(3,946)	13,068	5,341	7,727	144.7%	(3,946)	13,068	5,341	7,727	144.7%
11 Policy Discount	17,491	11,886	16,440	(4,554)	-27.7%	17,491	11,886	16,440	(4,554)	-27.7%
12 Employee Discount	7,661	3,477	9,928	(6,451)	-65.0%	7,661	3,477	9,928	(6,451)	-65.0%
13 Bad Debts	256,673	(20,228)	239,251	(259,479)	-108.5%	256,673	(20,228)	239,251	(259,479)	-108.5%
14 Denials	109,385	36,893	-	36,893	#DIV/0!	29,487	36,893	-	36,893	#DIV/0!
15 Total revenue deductions	2,492,666	2,692,172	2,443,085	249,087	10.2%	2,492,666	2,692,172	2,443,085	249,087	10.2%
16 Net Patient Revenue	2,092,432	2,529,203	2,324,763	204,440	8.8%	2,092,432	2,529,203	2,324,763	204,440	8.8%
gross revenue including Prior Year Contractual Allowances as a percent to gross revenue WO PY and Other CA	40.2%	40.2%		40.2%		40.2%	447.4%	447.4%	0.0%	
	39.2%	39.2%		39.2%		39.2%	437.2%	437.2%	0.0%	
17 Other Revenue	5,722	7,903	114,878	(106,975)	-93.1%	5,722	7,903	114,878	(106,975)	-93.1%
18 Total Operating Revenue	2,098,154	2,537,106	2,439,641	97,465	4.0%	2,098,154	2,537,106	2,439,641	97,465	4.0%
Expenses										
19 Salaries	925,406	1,031,745	1,024,596	7,149	0.7%	925,406	1,031,745	1,024,596	7,149	0.7%
20 Employee Benefits	320,367	328,024	382,910	(54,886)	-14.3%	320,367	328,024	382,910	(54,886)	-14.3%
21 Registry	-	18,220	-	18,220	#DIV/0!	-	18,220	-	18,220	#DIV/0!
22 Salaries and Benefits	1,245,773	1,377,989	1,407,506	(29,517)	-2.1%	1,245,773	1,377,989	1,407,506	(29,517)	-2.1%
23 Professional fees	165,124	158,025	166,830	(8,805)	-5.3%	165,124	158,025	166,830	(8,805)	-5.3%
24 Supplies	108,268	161,829	150,787	11,042	7.3%	108,268	161,829	150,787	11,042	7.3%
25 Utilities	33,935	41,897	36,017	5,880	16.3%	33,935	41,897	36,017	5,880	16.3%
26 Repairs and Maintenance	57,780	45,118	53,430	(8,312)	-15.6%	57,780	45,118	53,430	(8,312)	-15.6%
27 Purchased Services	332,918	390,217	309,106	81,111	26.2%	332,918	390,217	309,106	81,111	26.2%
28 Insurance	60,863	94,188	43,459	50,729	116.7%	60,863	94,188	43,459	50,729	116.7%
29 Depreciation	91,295	91,901	97,612	(5,711)	-5.9%	91,295	91,901	97,612	(5,711)	-5.9%
30 Rental and Leases	19,149	17,852	27,103	(9,251)	-34.1%	19,149	17,852	27,103	(9,251)	-34.1%
32 Dues and Subscriptions	7,269	8,330	6,599	1,731	26.2%	7,269	8,330	6,599	1,731	26.2%
33 Other Expense	16,461	45,482	76,208	(30,726)	-40.3%	16,461	45,482	76,208	(30,726)	-40.3%
34 Total Expenses	2,138,836	2,432,828	2,374,657	58,171	2.4%	2,138,836	2,432,828	2,374,657	58,171	2.4%
35 Surplus (Loss) from Operations	(40,683)	104,279	64,984	39,295	-60.5%	(40,683)	104,279	64,984	39,295	-60.5%
Non-Operating Income										
37 Tax Revenue	204,167	204,167	204,167	-	0.0%	204,167	204,167	204,167	-	0.0%
38 Other non-operating	(1,680)	20	13,320	(13,300)	-99.8%	(1,680)	20	13,320	(13,300)	-99.8%
Interest Income	214	623	100	523	523.4%	214	623	100	523	523.4%
Interest Expense	(7,381)	(7,507)	(7,333)	(174)	2.4%	(7,381)	(7,507)	(7,333)	(174)	2.4%
IGT Expense	-	-	-	-	#DIV/0!	-	-	-	-	#DIV/0!
39 Total Non-operating	195,320	197,304	210,254	(12,950)	-6.2%	195,320	197,304	210,254	(12,950)	-6.2%
40 Surplus/(Loss)	154,638	301,582	275,238	26,344	-9.6%	154,638	301,582	275,238	26,344	-9.6%

**Bear Valley Community Healthcare District
Financial Statements**

Current Year Trending Statement of Operations

A Statement of Operations—CURRENT YEAR 2022

	1	2	3	4	5	6	7	8	9	10	11	12	
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD
Gross Patient Revenue													
1 Inpatient	205,183												205,183
2 Outpatient	711,151												711,151
3 Clinic	286,746												286,746
4 Emergency Room	3,855,619												3,855,619
5 Skilled Nursing Facility	162,677												162,677
6 Total patient revenue	5,221,376	-	-	-	-	-	-	-	-	-	-	-	5,221,376
Revenue Deductions	C/A 0.50	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.50
7 Contractual Allow	2,633,241												2,633,241
8 Contractual Allow PY	-												-
9 Charity Care	13,835												13,835
10 Administrative	13,068												13,068
11 Policy Discount	11,886												11,886
12 Employee Discount	3,477												3,477
13 Bad Debts	(20,228)												(20,228)
14 Denials	36,893												36,893
15 Total revenue deductions	2,692,172	-	-	-	-	-	-	-	-	-	-	-	2,692,172
	0.52	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
16 Net Patient Revenue	2,529,203	-	-	-	-	-	-	-	-	-	-	-	2,529,203
net / tot pat rev	48.4%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	48.4%
17 Other Revenue	7,903												7,903
18 Total Operating Revenue	2,537,106	-	-	-	-	-	-	-	-	-	-	-	2,537,106
Expenses													
19 Salaries	1,031,745												1,031,745
20 Employee Benefits	328,024												328,024
21 Registry	18,220												18,220
22 Salaries and Benefits	1,377,989	-	-	-	-	-	-	-	-	-	-	-	1,377,989
23 Professional fees	158,025												158,025
24 Supplies	161,829												161,829
25 Utilities	41,897												41,897
26 Repairs and Maintenance	45,118												45,118
27 Purchased Services	390,217												390,217
28 Insurance	94,188												94,188
29 Depreciation	91,901												91,901
30 Rental and Leases	17,852												17,852
32 Dues and Subscriptions	8,330												8,330
33 Other Expense.	45,482												45,482
34 Total Expenses	2,432,828	-	-	-	-	-	-	-	-	-	-	-	2,432,828
Surplus (Loss) from Operations	104,279	-	-	-	-	-	-	-	-	-	-	-	104,279
35 Non-Operating Income													
37 Tax Revenue	204,167												204,167
38 Other non-operating	20												20
Interest Income	623												623
Interest Expense	(7,507)												(7,507)
IGT Expense	-												-
39 Total Non-operating	197,304	-	-	-	-	-	-	-	-	-	-	-	197,304
40 Surplus/(Loss)	301,582	-	-	-	-	-	-	-	-	-	-	-	301,582

2021-2022 Actual BS

BALANCE SHEET

	PY	
	July	June
ASSETS:		
Current Assets		
Cash and Cash Equivalents (Includes CD's)	1,555,268	1,376,886
Gross Patient Accounts Receivable	9,485,223	9,034,356
Less: Reserves for Allowances & Bad Debt	6,448,695	6,223,775
Net Patient Accounts Receivable	3,036,527	2,810,581
Tax Revenue Receivable	2,450,000	32,320
Other Receivables	-1,669,147	-1,475,460
Inventories	278,346	277,827
Prepaid Expenses	843,027	582,099
Due From Third Party Payers	0	
Due From Affiliates/Related Organizations	0	
Other Current Assets	0	
Total Current Assets	6,494,022	3,604,253
Assets Whose Use is Limited		
Investments	39,135,702	39,135,702
Other Limited Use Assets	144,375	144,375
Total Limited Use Assets	39,280,077	39,280,077
Property, Plant, and Equipment		
Land and Land Improvements	3,061,292	3,061,292
Building and Building Improvements	10,194,722	10,194,722
Equipment	13,874,411	13,850,497
Construction In Progress	376,228	374,181
Capitalized Interest		
Gross Property, Plant, and Equipment	27,506,653	27,480,692
Less: Accumulated Depreciation	16,894,511	16,802,765
Net Property, Plant, and Equipment	10,612,142	10,677,927
TOTAL UNRESTRICTED ASSETS	56,386,240	53,562,257
Restricted Assets	0	0
TOTAL ASSETS	56,386,240	53,562,257

2021-2022 Actual BS

BALANCE SHEET

	PY	
	July	June
LIABILITIES:		
Current Liabilities		
Accounts Payable	744,403	1,062,491
Notes and Loans Payable		
Accrued Payroll	968,095	834,286
Patient Refunds Payable		
Due to Third Party Payers (Settlements)	7,071,004	7,007,330
Advances From Third Party Payers		
Current Portion of Def Rev - Txs,	2,245,833	0
Current Portion - LT Debt	40,000	40,000
Current Portion of AB915		
Other Current Liabilities (Accrued Interest & Accrued Other)	58,993	51,495
Total Current Liabilities	11,128,328	8,995,602
Long Term Debt		
USDA Loan	2,775,000	2,775,000
Leases Payable	0	0
Less: Current Portion Of Long Term Debt	0	0
Total Long Term Debt (Net of Current)	2,775,000	2,775,000
Other Long Term Liabilities		
Deferred Revenue	0	0
Other	0	
Total Other Long Term Liabilities	0	0
TOTAL LIABILITIES	13,903,328	11,770,602
Fund Balance		
Unrestricted Fund Balance	42,181,329	39,042,608
Temporarily Restricted Fund Balance	0	
Equity Transfer from FRHG	0	
Net Revenue/(Expenses)	301,582	2,749,048
TOTAL FUND BALANCE	42,482,912	41,791,655
TOTAL LIABILITIES & FUND BALANCE	56,386,240	53,562,257

Units of Service For the period ending July 31, 2021												
Current Month						Year-To-Date						
Actual	Budget	Actual	Variance	Var %	Act.-Act. Var %	Actual	Budget	Actual	Variance	Var %	Act.-Act. Var %	
64	48	66	16	33.3%	-3.0%	Med Surg Patient Days	64	48	66	16	33.3%	-3.0%
1	13	-	(12)	-92.3%	#DIV/0!	Swing Patient Days	1	13	-	(12)	-92.3%	#DIV/0!
366	450	355	(84)	-18.7%	3.1%	SNF Patient Days	366	450	355	(84)	-18.7%	3.1%
431	511	421	(80)	-15.7%	2.4%	Total Patient Days	431	511	421	(80)	-15.7%	2.4%
15	13	16	2	15.4%	-6.3%	Acute Admissions	15	13	16	2	15.4%	-6.3%
17	13	12	4	30.8%	41.7%	Acute Discharges	17	13	12	4	30.8%	41.7%
3.8	3.7	5.5	4.0	108.3%	-31.6%	Acute Average Length of Stay	3.8	3.7	5.5	4.0	108.3%	-31.6%
2.1	1.5	2.13	0.52	33.3%	-3.0%	Acute Average Daily Census	2.1	2	2.1	0.5	33.3%	-3.0%
11.8	14.9	11.5	(3.1)	-20.7%	3.4%	SNF/Swing Avg Daily Census	11.8	15	11.5	(3.1)	-20.7%	3.4%
13.9	16.5	13.6	(2.6)	-15.7%	2.4%	Total Avg. Daily Census	13.9	16	13.6	(2.6)	-15.7%	2.4%
31%	37%	30%	-6%	-15.7%	2.4%	% Occupancy	31%	37%	30%	-6%	-15.7%	2.4%
5	10	9	(5)	-50.0%	-44.4%	Emergency Room Admitted	5	10	9	(5)	-50.0%	-44.4%
1,213	1,024	976	189	18.5%	24.3%	Emergency Room Discharged	1,213	1,024	976	189	18.5%	24.3%
1,218	1,035	985	183	17.7%	23.7%	Emergency Room Total	1,218	1,035	985	183	17.7%	23.7%
39	33	32	6	17.7%	23.7%	ER visits per calendar day	39	33	32	6	17.7%	23.7%
33%	77%	56%	-40%	-52.0%	-40.7%	% Admits from ER	33%	77%	56%	-40%	-52.0%	-40.7%
-	-	-	-	0.0%	#DIV/0!	Surgical Procedures I/P	-	-	-	-	0.0%	#DIV/0!
-	18	-	(18)	0.0%	#DIV/0!	Surgical Procedures O/P	-	18	-	(18)	0.0%	#DIV/0!
-	18	-	(18)	0.0%	#DIV/0!	TOTAL Procedures	-	18	-	(18)	0.0%	#DIV/0!
-	849	984	(849)	-100.0%	-100.0%	Surgical Minutes Total	-	849	984	(849)	-100.0%	-100.0%

Units of Service
For the period ending July 31, 2021

Current Month						Bear Valley Community Hospital						Year-To-Date					
Jul-21	Jul-21	Jul-20	Actual -Budget	Act.-Act.		Jul-21	Jul-21	Jul-20	Actual -Budget	Act.-Act.		Jul-21	Jul-21	Jul-20	Actual -Budget	Act.-Act.	
Actual	Budget	Actual	Variance	Var %	Var %	Actual	Budget	Actual	Variance	Var %	Var %	Actual	Budget	Actual	Variance	Var %	Var %
6,624	6,450	6,486	174	2.7%	2.1%	Lab Procedures	6,624	6,450	6,486	174	2.7%	2.1%					
811	741	802	70	9.4%	1.1%	X-Ray Procedures	811	741	802	70	9.4%	1.1%					
465	340	372	125	36.8%	25.0%	C.T. Scan Procedures	465	340	372	125	36.8%	25.0%					
201	181	209	20	11.0%	-3.8%	Ultrasound Procedures	201	181	209	20	11.0%	-3.8%					
46	43	46	3	7.0%	0.0%	Mammography Procedures	46	43	46	3	7.0%	0.0%					
311	305	280	6	2.0%	11.1%	EKG Procedures	311	305	280	6	2.0%	11.1%					
83	73	80	10	13.7%	3.8%	Respiratory Procedures	83	73	80	10	13.7%	3.8%					
1,946	1,156	1,362	790	68.3%	42.9%	Physical Therapy Procedures	1,946	1,156	1,362	790	68.3%	42.9%					
1,483	1,456	1,647	27	1.9%	-10.0%	Primary Care Clinic Visits	1,483	1,456	1,647	27	1.9%	-10.0%					
241	158	254	83	52.5%	-5.1%	Specialty Clinic Visits	241	158	254	83	52.5%	-5.1%					
1,724	1,614	1,901	110	6.8%	-9.3%	Clinic	1,724	1,614	1,901	110	6.8%	-9.3%					
66	62	73	4	6.8%	-9.3%	Clinic visits per work day	9	9	10	1	6.8%	-9.3%					
13.6%	19.00%	15.40%	-5.40%	-28.42%	-11.69%	% Medicare Revenue	13.60%	19.00%	15.40%	-5.40%	-28.42%	-11.69%					
35.30%	37.00%	32.70%	-1.70%	-4.59%	7.95%	% Medi-Cal Revenue	35.30%	37.00%	32.70%	-1.70%	-4.59%	7.95%					
44.70%	39.00%	46.90%	5.70%	14.62%	-4.69%	% Insurance Revenue	44.70%	39.00%	46.90%	5.70%	14.62%	-4.69%					
6.40%	5.00%	5.00%	1.40%	28.00%	28.00%	% Self-Pay Revenue	6.40%	5.00%	5.00%	1.40%	28.00%	28.00%					
148.9	172.3	138.6	(23.4)	-13.6%	7.4%	Productive FTE's	148.86	172.3	138.6	(23.4)	-13.6%	7.4%					
214.4	191.7	157.6	22.7	11.8%	36.0%	Total FTE's	214.38	191.7	157.6	22.7	11.8%	36.0%					



CFO REPORT for

September 2021

PPP Loan Forgiveness Status

No new news. Some facilities are reporting that they have recent notice of loan forgiveness

CARES Act funding

Reporting portal is now open. Expenses through June 2021 need to be reported by September 30, 2021. We are gathering information for submittal which includes - lost revenue by quarter, additional payroll expenses, other expenses. As this is an ongoing process, we do not know how much of the money we have received (reserved on Balance Sheet) we can keep and therefore record on our P & L statement.