



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 11, 2019 @ 1:00 p.m. – Hospital Conference Room

41870 Garstin Drive, Big Bear Lake, CA 92315

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

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

OPEN SESSION

1. CALL TO ORDER

Peter Boss, President

2. PUBLIC FORUM FOR CLOSED SESSION

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

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

3. ADJOURN TO CLOSED SESSION*

CLOSED SESSION

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

(1) Chief of Staff Report

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

(1) Risk / Compliance Management Report

(2) QI Management Report

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION *Pursuant to Government Section Code: 54957

(1) Chief Executive Officer

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

(1) Property Acquisition

(Disclosure 9/11/19)

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

(1) Medical Dispatch Service Agreement

(Disclosure 9/11/19)

(2) Jeremy Busch, DPM, SNF Service Agreement

(Disclosure 9/11/19)

(3) Jeremy Busch, DPM, Clinic Service Agreement

(Disclosure 9/11/19)

OPEN SESSION

1. CALL TO ORDER

Peter Boss, President

2. ROLL CALL

Shelly Egerer, Executive Assistant

3. FLAG SALUTE

4. ADOPTION OF AGENDA*

5. RESULTS OF CLOSED SESSION

Peter Boss, President

6. PUBLIC FORUM FOR OPEN SESSION

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

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

7. DIRECTORS' COMMENTS

8. INFORMATION REPORTS

A. Foundation Report

Holly Elmer, Foundation President

B. Auxiliary Report

Gail Dick, Auxiliary President

9. CONSENT AGENDA*

Notice to the Public:

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

A. August 14, 2019 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant

B. August 2019 Planning & Facilities Report: Michael Mursick, Plant Director

C. August 2019 Human Resource Report: Erin Wilson, Human Resource Director

D. August 2019 Infection Prevention Report: Heather Loose, Infection Preventionist

E. Policies and Procedures: Summary Attached

(1) Risk Management

(2) Plant Maintenance

(3) Compliance

F. Board of Directors; Committee Meeting Minutes:

(1) August 06, 2019 Finance Committee Meeting Minutes

10. OLD BUSINESS*

- None

11. NEW BUSINESS*

- A.** Discussion and Potential Approval of the Following Agreements:
 - (1) Medical Dispatch Service Agreement
 - (2) Jeremy Busch, DPM, SNF Service Agreement
 - (3) Jeremy Busch, DPM, Clinic Service Agreement
- B.** Discussion and Potential Approval of Resolution No. 19-458 Proclamation for Liz Harris as 2019 Humanitarian of the Year

12. ACTION ITEMS*

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

13. ADJOURNMENT*

*** Denotes Possible Action Items**

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BUSINESS BOARD MEETING MINUTES
41870 Garstin Drive, Big Bear Lake, CA 92315
August 14, 2019**

PRESENT: Peter Boss, MD, President Donna Nicely, Treasurer
Gail McCarthy, 1st Vice President John Friel, CEO
Steven Baker, 2nd Vice President

ABSENT: Shelly Egerer, Exec. Assistant Mary Norman
Kerri Jex

STAFF: Garth Hamblin Steven Knapik, DO
Erin Wilson

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

COMMUNITY MEMBERS: ET Russell Beverly Quaye

OPEN SESSION

1. CALL TO ORDER:

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

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION:

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

2. ADJOURNED TO CLOSED SESSION:

President Boss called for a motion to adjourn to Closed Session at 1:01 p.m. Motion by Board Member Nicely 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 Nicely- yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

RECONVENE TO OPEN SESSION

1. CALL TO ORDER:

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

2. ROLL CALL:

Peter Boss, Gail McCarthy, Steven Baker, and Donna Nicely were present. Also, present was John Friel, CEO and Nicole Wheeler, Medical Staff Coordinator. Absent was Shelly Egerer, Executive Assistant.

3. FLAG SALUTE:

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

4. ADOPTION OF AGENDA:

President Boss called for a motion to adopt the August 14, 2019 agenda as presented. Motion by Board Member Nicely to adopt the August 14, 2019 agenda as presented. Second by Board Member McCarthy to adopt the August 14, 2019 agenda as presented. President Boss called for a vote. A vote in favor of the motion was 4/0.

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

5. RESULTS OF CLOSED SESSION:

President Boss reported that the following action was taken in Closed Session:
The following reports were approved:

- Chief of Staff Report:
 - Request for Initial Appointment
 - Robert Olshaker, MD – Renaissance Radiology
 - Jason Van Rompaey, MD – Renaissance Radiology
 - Request for Reappointment:
 - Richard Alberts, MD – Renaissance Radiology
 - Larry Sadler, MD – Renaissance Radiology
 - Request for Change of Status:
 - Brent Beaird, MD - Active
 - Bhani Chawla-Kondal, MD - Active
 - Voluntary Resignation:
 - Cindy Sirois, MD – Renaissance Radiology
 - Christopher Bedford, MD – Renaissance Radiology
 - Sasmita Misra, MD – Renaissance Radiology
 - Amit Pal, MD – Renaissance Radiology
 - James Port, MD – Renaissance Radiology
 - Jeffrey Silverman, MD – Renaissance Radiology
- Risk Report
- Compliance Report
- QI Report

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

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

6. PUBLIC FORUM FOR OPEN SESSION:

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

7. DIRECTORS COMMENTS

- Board Member Nicely attended the employee appreciation it was well attended and a very nice luncheon.
- Dr. Boss has a letter from staff thanking the Board of Directors and Administration for the merit increase.

8. INFORMATION REPORTS:

A. Foundation Report:

- Ms. Elmer reported the following information:
 - Liz Harris, Humanitarian of the Year Ceremony went well; Ms. Harris was presented with an angel wing at the event.
 - Concert for Pasquale Esposito is scheduled for October 19 at the PAC.

B. Auxiliary Report:

- Ms. Dick reported the following:
 - Annual Golf tournament is scheduled for August 23rd, 69 golfers at this time and \$15.00 for lunch.
 - Health Fair September 21st, we will be serving snow cones and popcorn.

9. CONSENT AGENDA:

A. July 10, 2019 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant

B. July 2019 Planning & Facilities Report: Michael Mursick, Plant Director

C. July 2019 Human Resource Report: Erin Wilson, Human Resource Director

D. July 2019 Infection Prevention Report: Heather Loose, Infection Preventionist

E. Policies and Procedures:

- (1) Laboratory Department
- (2) Human Resource Department
- (3) FHC/FHC
- (4) Patient Access
- (5) Compliance
- (6) Environmental Services
- (7) General Accounting
- (8) Material Management
- (9) Employee Handbook

- I. Board of Directors; Committee Meeting Minutes:**
(1) July 02, 2019 Finance Committee Meeting Minutes

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

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

10. OLD BUSINESS:

- None

11. NEW BUSINESS*

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

- (1) V. Madhu Anvekar, MD Inc. Clinic Service Agreement
- (2) V. Madhu Anvekar, MD Inc. Hospitalist Service Agreement
- (3) B.E. Smith Service Agreement
- (4) WIPFLi LLP Service Agreement

President Boss called for a motion to approve the service agreements one through four as presented. Motion by Board Member Nicely to approve the service agreements one through four as presented. Second by Board Member Baker to approve the service agreements one through four as presented. President Boss called for the vote. A vote in favor of the motion was 4/0.

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

12. ACTION ITEMS*

A. QHR Report:

- (1) August 2019 QHR Report:
 - Mr. Vigus reported the following information:
 - QHR CNO Conference is scheduled, Kerri Jex is attending.
 - Cameron Egerer is attending the HPG conference.

President Boss called for a motion to approve the QHR Report as presented. Motion by Board Member Nicely to approve the QHR Report as presented. Second by Board Member McCarthy 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 Nicely- yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

B. CNO Report:

(1) July 2019 CNO Report:

- Mr. Friel reported the following information on behalf of Ms. Jex:
 - Bathtub to arrive this week for SNF bathroom installation.

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

C. Acceptance of the CEO Report:

(1) July 2019 CEO Report:

- Mr. Friel reported the following information:
 - Hosting lunch events in September for the Board of Realtors.

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

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

D. Acceptance of the Finance Report:

(1) June 2019 Financials:

- Mr. Hamblin reported the following information:
 - Completed fiscal year 2019 total cash and investments increased
 - Surplus \$5.8 million, \$2.5 over budget
 - Expenses under budget

(2) CFO Report:

- Mr. Hamblin reported the following:
 - Continue to monitor accounts receivable.
 - Medi-Cal did not pay in June, payment has been made as of now.

President Boss called for a motion to approve the June 2019 Finance Report and the CFO Report as presented. Motion by Board Member Nicely to approve the June 2019 Finance Report and the CFO Report as presented. Second by Board Member McCarthy to approve the June 2019 Finance Report and the CFO Report as presented. President Boss called for the vote. A vote in favor was unanimously approved 4/0.

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

13. ADJOURNMENT:

Motion by President Boss to adjourn the meeting at 3:14 p.m. 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 Nicely- yes
- President Boss - yes
- Board Member McCarthy - yes
- Board Member Baker - yes

Bear Valley Community Healthcare District Construction Projects 2019

Department / Project	Details	Vendor and all associated costs	Comments	Date Completed
Public Restroom/Acute Kitchen Plumbing Repair	Repair failed drain	Pride Plumbing/Facilities	Completed	
Pyxis Replacement	Pyxis equipment is in place and seismic anchors will be installed soon.	Facilities	Nearly complete, waiting for Pyxis to send last mount that was not recieved during original delivery.	
SNF TV Project	Facilities is installing the necessary cabiling	Facilities	In Progress	
Hospital- Medical Air Compressor	Compressors is failing and no longer meets code requirments	FS Medical	Compressor is being dismantled for installation.	
OR- Remodel & Electrical Repairs	Replace flooring, repair walls & replace LIM's	N/A	In Progress	
SNF Shower Tile Replacement	Replace the old shower tile	N/A	Completed	
PT Flooring	Replaced all the old vinyl	Mike's Custom Flooring	Completed	

Bear Valley Community Healthcare District Potential Equipment Requirements

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

Bear Valley Community Healthcare District Repairs Maintenance

Department / Project	Details	Vendor and all associated costs	Comments	Date Completed
FHC- Fire Valve Replacment	Old valve failed		Completed	
FHC- Boiler Pump	Hot water pump failed	Facilities	Completed	



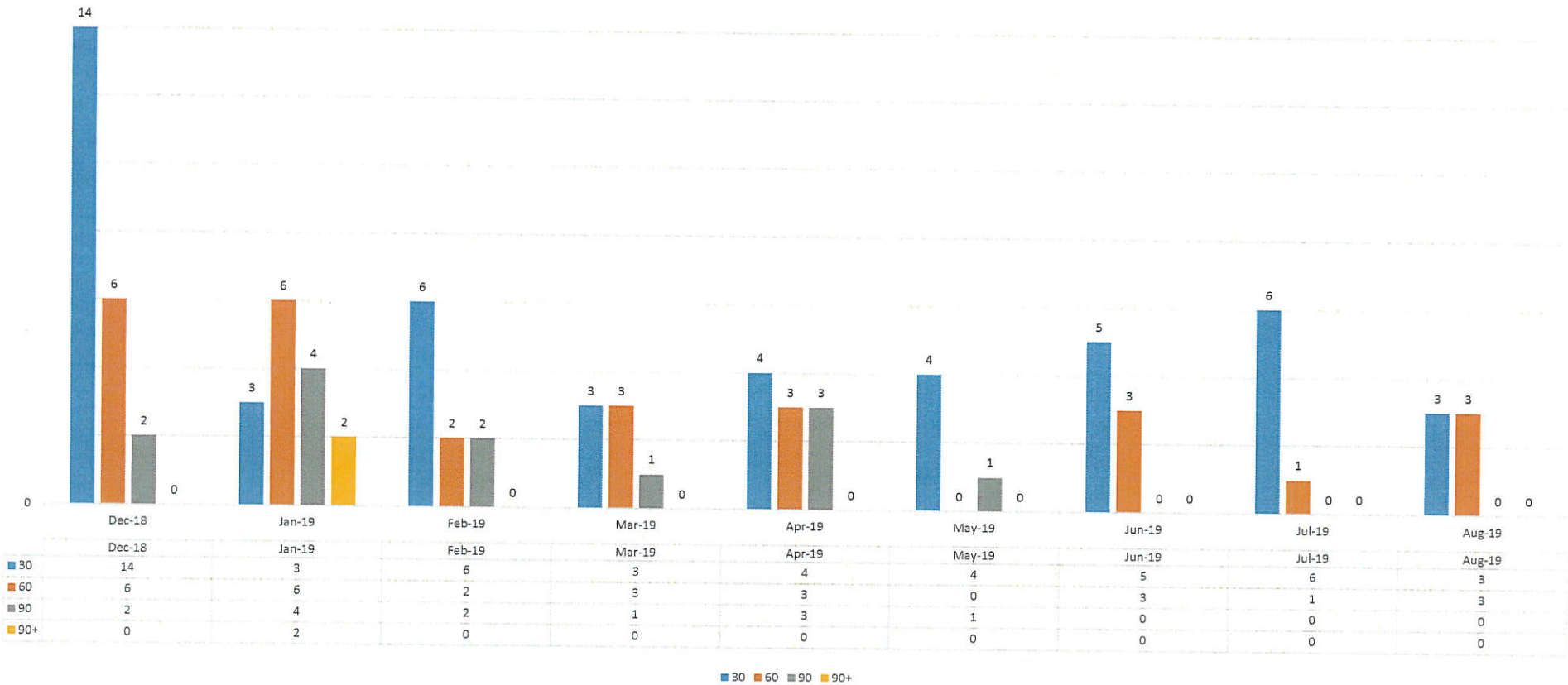
HR Committee/Board Report

August 2019

Staffing	Active: 208 – FT: 141 PT: 12 PD: 55 New Hires: 3 Terms: 5 (3 Voluntary 2 Involuntary) Open Positions: 7
Employee Performance Evaluations	DELINQUENT: See attachment 30 days: 3 60 days: 3 90 days: 0 90+ days: 0 See Attachment
Work Comp	NEW CLAIMS: 0 OPEN: 6 Indemnity (Wage Replacement, attempts to make the employee financially whole) - 4 Future Medical Care – 1 Medical Only – 1
Employee File Audit	FILE AUDIT: All up to date All licenses are up to date
Job Descriptions/ Evaluation	Job Descriptions: In process Evaluations: In process
Policies for Review	Complete
Employee Handbook	Updated
2020 Benefit Review	Open enrollment 9/18/19 CalPERS – others either declined to quote or were not competitive (+53%) Dental – Looking at a 19% increase with Ameritas. Principal offered 0.01% increase with same plan and additional covered providers.
Employee Events	End of Summer Cookout September 20 th 12pm

Past Due Evaluations

16





Infection Prevention Monthly Report

August 2019

TOPIC	UPDATE	ACTION/FOLLOW UP
1. Regulatory	<ul style="list-style-type: none"> ▪ Continue to receive updates from APIC. ▪ AFL (All Facility Letters) from CDPH have been reviewed. <ul style="list-style-type: none"> • CDC has changed its policy regarding annual Tuberculosis screening for healthcare employees. They no longer recommend annual retesting for Tuberculosis unless an exposure has occurred. • CDPH has changed its policy to accommodate the change, by submitting a program Flexibility Request, in order to maintain compliance with Title 22 requirements. • This coincides with a nationwide shortage of tuberculin skin testing antigen. ▪ Continue NHSN surveillance reporting. ▪ Completion of CMR reports to Public Health per Title 17 and CDPH regulations. <ul style="list-style-type: none"> ▪ CMRs submitted in July: <ul style="list-style-type: none"> 2 Chlamydia 1 Campylobacter ▪ For August: 	<ul style="list-style-type: none"> ▪ Review ICP regulations. ▪ AFL to be reviewed at Infection Control Committee and Regulatory committee. ▪ Continue Monthly Reporting Plan submissions.

	1 Chlamydia 1 Gonorrhea 1 Syphilis	
2. Construction	<ul style="list-style-type: none"> ▪ One ICRA for SNF bathroom. New tub installed. ▪ One outstanding ICRA Permit for installing new mounts and TVs in the SNF. 	<ul style="list-style-type: none"> ▪ Work with Maintenance and contractors to ensure compliance.
3. QI	<ul style="list-style-type: none"> ▪ Continue to work towards increased compliance with Hand Hygiene <ul style="list-style-type: none"> ○ 70% for July ○ Still getting low response rate from department managers on Hand Hygiene monitoring. ○ IP has created a calendar invite and reminder to managers to conduct hand hygiene observations. 	<ul style="list-style-type: none"> • Continue monitoring hand hygiene compliance.
4. Outbreaks/ Surveillance	Public Health Report <ul style="list-style-type: none"> ○ There has been an increase in Hepatitis A cases among mostly the homeless population in San Bernardino County. A CAHAN alert was issued recommending that the homeless are screened and vaccinated against Hep A when they present to the ED. 	<ul style="list-style-type: none"> ▪ Informational
5. Policy Updates	<ul style="list-style-type: none"> • None this month. 	<ul style="list-style-type: none"> ▪ Clinical Policy and Procedure Committee to review and update Infection Prevention policies.
6. Safety/Product	<ul style="list-style-type: none"> • Continue working with EVS to obtain competencies and improve compliance with OR Cleaning through checklists and surveillance. 	<ul style="list-style-type: none"> ▪ Continue to monitor compliance with infection control practices.
7. Antibiotic	<ul style="list-style-type: none"> ▪ Pharmacist continues to monitor antibiotic usage. 	<ul style="list-style-type: none"> ▪ Informational.

Stewardship		
8. Education	<ul style="list-style-type: none"> ▪ ICP continues to attend the APIC meetings in Ontario when possible. 	<ul style="list-style-type: none"> ▪ ICP to share information at appropriate committees.
9. Informational	<p>Statistics on Immediate Use Steam Sterilization will now be included with the monthly surgery stats and reported to P&T Committee monthly.</p> <ul style="list-style-type: none"> • Number of times IUSS utilized in July = 0 out of 18 surgical cases. ▪ August = 0 out of 6 cases. <p>Culture Follow-Up</p> <ul style="list-style-type: none"> ▪ IP oversees culture follow-up process carried out by clinical managers. ▪ Statistics are presented at P&T monthly. ▪ For July, the average was 1.2 days to resolution with 9 patients needing follow up, and 3 patients needing a change in their prescription. 	<ul style="list-style-type: none"> ▪ Informational
<i>Heather Loose, BSN, RN Infection Preventionist Date: September 4, 2019</i>		

[illegible]

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BOARD OF DIRECTORS
FINANCE COMMITTEE MEETING MINUTES
41870 Garstin Drive, Big Bear Lake, CA 92315
August 06, 2019**

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

Garth Hamblin, CFO
Shelly Egerer, Exec. Asst.

STAFF: Kerri Jex

**COMMUNITY
MEMBERS:** None

ABSENT: None

OPEN SESSION

1. CALL TO ORDER:

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

2. ROLL CALL:

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

3. ADOPTION OF AGENDA:

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

- Board Member Nicely- yes
- President Boss- yes

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION:

Board Member Nicely opened the Hearing Section for Public Comment on Closed Session items at 1:00 p.m. Hearing no request to address the Finance Committee, Board Member Nicely closed the Hearing Section at 1:01 p.m.

2. ADJOURN TO CLOSED SESSION:

Board Member Nicely motioned to adjourn to Closed Session at 1:01 p.m. Second by President Boss to adjourn to Closed Session at 1:01 p.m. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes

OPEN SESSION

1. CALL TO ORDER:

Board Member Nicely called the meeting to order at 1:30 p.m.

2. RESULTS OF CLOSED SESSION:

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

3. PUBLIC FORUM FOR OPEN SESSION:

Board Member Nicely opened the Hearing Section for Public Comment on Open Session items at 1:31 p.m. Hearing no request to address the Finance Committee, Board Member Nicely closed the Hearing Section at 1:31 p.m.

4. DIRECTOR'S COMMENTS:

- None

5. APPROVAL OF MINUTES:

A. July 02, 2019

Board Member Nicely motioned to approve July 02, 2019 minutes as presented. Second by President Boss to approve the July 02, 2019 minutes as presented. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes

6. OLD BUSINESS:

- None

7. NEW BUSINESS*

A. Discussion and Potential Recommendation to the Board of Directors the WIPFLi Service Agreement:

- Mr. Hamblin reported that WIPFLi prepares the Annual Cost Report and that this vendor has been providing services to the District for several years. The agreement will require Board approval and is being presented at the August Board Meeting. Mr. Hamblin is asking the Finance Committee for a positive recommendation to the Board of Directors.

Board Member Nicely motioned to recommend the WIPFLi Service Agreement to the Board of Directors. Second by President Boss to recommend the WIPFLi Service Agreement to the Board of Directors. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes

B. Discussion and Potential Recommendation to the Board of Directors the Following Policies & Procedures:

- (1) Company Credit Card
- (2) Material Manager
- (3) Patient Registration

- Mr. Hamblin informed the committee that the Credit Card Policy is new and does cover the District process.

Board Member Nicely motioned to recommend the Policies & Procedures to the Board of Directors. Second by President Boss to recommend the Policies & Procedures to the Board of Directors. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes

8. PRESENTATION AND REVIEW OF FINACIAL STATEMENTS*

A. June 2019 Finances:

- Mr. Hamblin reported the following information:
 - Complete with FY 2019
 - Total cash and investments increased by \$7,875,841 from the start of the Fiscal Year to the end of June 30, 2019
 - AR days 64.4
 - Pre-audit \$5.8 million which is \$2.4 million over budget
 - Budgets have been provided to managers
 - Continue to reduce staffing in departments; three reductions through attrition
 - Total expenses for the year were 1.0% lower than budget
 - Swing bed is up for the month
 - SNF census is at 16 residents
 - Dietary manager resigned and will bring in an interim until we can fill the position. BE Smith will be used to bring in the manager, consultation and any recommendations to improve the department will also be evaluated.

B. CFO Report:

- Mr. Hamblin reported the following information:
 - TruBridge AR days are 64.4 at the end of June.

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

- Board Member Nicely- yes
- President Boss- yes

9. ADJOURNMENT*

Board Member Nicely motioned to adjourn the meeting at 1:51 p.m. Second by President Boss to adjourn the meeting. Board Member Nicely called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Nicely- yes
- President Boss- yes



MEMO

Date: August 30, 2019
To: Board of Directors
From: John Friel, CEO
Re: Medical Dispatch Service Agreement



Recommendation: Administration recommends that the Board of Directors approve the Medical Dispatch Service Agreement.

Discussion:

We are beginning the process of providing Cardiology services and will need a Echocardiography Technologist to provide the services. Currently the district is projecting one day a week of having a tech on site.



Contract Cover Sheet

Contract Name: Medical Dispatch

Purpose of Contract: Tech for cardiac services

Contract # / Effective Date / Term: 1 ongoing - 30 day not

Originating Dept. Name / Number: _____

Department Manager

Signature:

[Signature]

Date:

7/9/19

BAA: ☒ Yes ☐ No

W-9: ☒ Yes ☐ No

Administrative Officer

Signature:

NA

Date:

NA

HIPAA/Privacy Officer
(as appropriate)

Signature

Date:

Legal Counsel

Signature:

via email

Date:

8/29/19

Compliance Officer

Signature:

Mary Norman

Date:

7/12/2019

Chief Financial Officer

Signature:

[Signature]

Date:

10 JULY 2019

Chief Executive Officer

Signature:

John F...

Date:

8.1.19

Board of Directors
When Applicable

Signature

Date:

1. Final Signatures on Contract, BAA & W-9:

Date: _____

2. Copy of Contract/BAA/W-9 forwarded to Department Manager:

Date: _____

3. Copy of Contract/BAA/W-9 forwarded to Contractor (if applicable):

Date: _____

4. Copy of Contract/BAA/W-9 scanned/emailed to Controller and Legal:
(if applicable)

Date: _____

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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

Updated 5/2017

SERVICE AGREEMENT
between Medical Dispatch, and Bear Valley Community Hospital

1. PARTIES:

This agreement is made on the 1st day of October of, 2019, by and between Medical Dispatch, (hereinafter MD) whose principle place of business is located at 11108 Violet Ct Riverside, CA 92503 and Bear Valley Community Hospital (hereinafter BVCH) whose principle place of business is located at 41870 Garstin Drive Big Bear Lake, CA 92315

MD and BVCH desire to provide a full statement of their active rights, obligations and duties in connection with the provision of services by MD and for BVCH.

2. SERVICES PROVIDED:

- A. MD shall provide BVCH with the following services "Contract services", subject to the remaining provisions of the contract:
 - (1.) MD shall provide BVCH with qualified Echocardiography Technologists that shall perform up to BVCH standards.
 - (2.) Other duties and functions as mutually agreed upon.
- B. Standard of services: MD shall ensure that, at all times, "contract" services provided pursuant to this agreement are performed in accordance with the highest technical, professional and ethical standards of practice, in the best interest of the patients, BVCH and BVCH employees/staff.
- C. MD will provide "contract" services for clients under this agreement regardless of race, color, age, creed, sex, religion, national origin or handicap.

3. SERVICE TO BE PERFORMED BY MD:

- A. MD agrees to accept referrals for the services from BVCH in accordance with the standards set forth by BVCH in compliance with (JACHO) Joint Accreditation Commission, as well as State and Federal Regulation. MD is to attend meetings regarding safety and satisfaction updates, which may be scheduled by BVCH.
- B. MD represents that MD has qualified competent staff, with the ability to perform the Services in a professional manner, without the advice, control, or supervision of BVCH. MD shall ensure that, at all times, services provided to BVCH pursuant to this contract are performed in accordance with the highest technical, professional and ethical standards of practice, in the best interest of BVCH. MD shall be responsible for the professional performance of the services rendered to BVCH. BVCH shall contact MD for on-call/as-needed services and to determine the times, methods or the means of providing services to BVCH's patrons, so long as the methods used by MD conform to the requirements of the State of California and JACHO guidelines.

4. FEES/COMPENSATIONS:

- A. BVCH agrees to pay MD the fees as follows:

\$500 per day for echo coverage for service rendered Monday through Friday 8:00 am to 4:30 pm. This fee does not include services performed holidays, weekends and studies performed after 4:30.

On-call coverage: Studies performed on holidays, weekends and after 4:30 on non-holiday weekdays will be reimbursed at \$250 per study. If on-call coverage and stand by is not prearranged, MD has no obligation to perform such services. Prearranged on-call stand by will be reimbursed at \$600 per calendar week. Each study performed on an on-call basis will be reimbursed at \$250 as stated above.

- B. MD shall invoice/bill BVCH for services owed and due. BVCH shall submit payment to MD on a net 15 days basis. BVCH shall pay MD late fees of 10% as indicated by MD plus the amount owed, after due date indicated on BVCH invoice/bill.

5. ADDITIONAL OBLIGATIONS OF BVCH AND MD:

- A. MD agrees to comply with an appropriate and professional dress code while performing services at BVCH's location.
- B. Each party shall defend, indemnify and hold the other party and its principle place of business, officers, directors and employees harmless against any and all liability imposed or claimed, including any attorneys' fees or other legal expenses arising directly from any act or failure to act of the indemnifying party its staff, officers, directors and/or employees, including all claims relating to injury or death of any person or damage to any property.
- C. Each party has no authority or power to assign any of the duties/services and obligations arising under this agreement to anyone without the written consent of the other party, such consent not unreasonably withheld.
- E. BVCH agrees not to hire or solicit any MD personnel without expressed written permission of MD management. Reimbursement for hiring MD personnel without expressed written permission will be \$35,000.00 per occurrence. MD personnel is defined by anyone who has been paid by MD for services rendered at BVCH for 2 years after the personnel's last assignment at BVCH.
- F. MD agrees not to directly make known to any third party (person, business or corporation) any names and addresses of any of BVCH's patients, patrons, or customers. MD shall not utilize or share information pertaining to the patients, with the intent to solicit to any of BVCH's patients. MD shall maintain confidentiality of BVCH's patrons, patients.
- G. HIPAA Compliance: MD and its staff shall at all times safeguard the integrity, security, and confidentiality of individually identifiable health information, as that term is defined in 42 U.S.C. Section 1320d(6) ("Health Information"), to which they has access by virtue of this Agreement. To accomplish this requirement, MD shall maintain reasonable and appropriate administrative, technical and physical safeguards as specified in 42 U.S.C. Section 1320d-2(d)(2).

MD shall familiarize its staff and representatives with the privacy and security policies of BVCH applicable to BVCH's Health Information. MD and BVCH shall promptly report to one another any unexpected incidents regarding any breach of integrity, security or confidentiality of BVCH's Health Information.

- B. This agreement may be terminated (1) by either party at any time, for any reason , giving not less than (30) days written notice in advance to the other, or (2) by either party, at any time, for breach of any provision of this contractual agreement.

8. MISCELLANEOUS:

- A. Unless otherwise stated herein, any notice by this agreement shall be in writing and shall be deemed given at the time it is deposited in the Unites States Mail. Such notice shall be addressed to the following addresses indicated above, unless otherwise changed by written notice from one party of contract to the other.
- B. This agreement and the rights and obligations of each party hereunder may not be transferred or assigned, voluntarily or involuntarily, without the prior written consent of the other party.
- C. In the event of any controversy or claim or dispute between the parties hereto arising out of or relating to the agreement or any services provided for herein, or the breach thereof, the prevailing party shall be entitled to recover, from the losing party, reasonable attorneys' fees, expenses and costs.
- D. This agreement shall be construed in accordance with the laws of the state of California. Each party consents and agrees that all legal proceedings relating to the subject matter of the agreement shall be maintained in courts sitting within the state of California , and each party consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts.
- E. This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to such subject matter in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party or any other party herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. This agreement may be changed or amended only by an amendment or addendum in writing signed by all the parties or their respective successors in interest.

In witness whereof, BVCH ad MD have duly executed this contract.

_____ On behalf of MD	_____ Title	_____ Date
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_____ Witness on behalf of MD	_____ Date
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_____ On behalf of BVCH	_____ Title	_____ Date
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_____	_____
-------	-------

Witness on behalf of BVCH

Date



Contract Cover Sheet

Contract Name: Jeremy Bush, DPM

Purpose of Contract: Podiatric Services SNF

Contract # / Effective Date / Term/ Cost: Two year agreement 9/12/2019 - 9/11/2021 \$65.00 per patient

Originating Dept. Name / Number: SNF/Administration

Department Manager Signature: _____ Date: _____

BAA: ☐ Yes ☐ No

W-9: ☐ Yes ☐ No

Administrative Officer	Signature: <u>N/A</u>	Date: <u>N/A</u>
HIPAA/Security Officer (Software/EHR Related)	Signature: <u>N/A</u>	Date: <u>N/A</u>
HIPAA Privacy Officer (BAA applicable)	Signature: <u>N/A</u>	Date: <u>N/A</u>
Legal Counsel	Signature: <u>via email</u>	Date: <u>8-23-19</u>
Compliance Officer	Signature: <u>Mary Norman</u>	Date: <u>8-27-19</u>
Chief Financial Officer	Signature: <u>[Signature]</u>	Date: <u>30 Aug 2019</u>
Chief Executive Officer	Signature: <u>[Signature]</u>	Date: <u>8-30-19</u>
Board of Directors When Applicable	Signature: _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
AGREEMENT FOR PODIATRIC SERVICES AT THE SNF
WITH
JEREMY BUSCH, DPM
dba
TOTAL FOOT & ANKLE CENTER RIVERSIDE**

THIS DOCTOR AGREEMENT ("Agreement") is made and entered into as of the 12th day of September 2019 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Jeremy Busch, DPM, ("Doctor").

RECITALS

WHEREAS, Hospital, is the owner and operator of a general acute care hospital located in Big Bear Lake, California, under which Hospital may contract with physicians and physician extenders to provide medical treatment to the Skilled Nursing Facility (SNF)'s patients.

WHEREAS, Doctor is licensed by the California Board of Podiatric Medicine and is qualified to perform podiatric services for the Skilled Nursing Facility's patients.

WHEREAS, Hospital desires to retain the services of Doctor to provide professional podiatric services, and Doctor 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 DOCTOR.

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

1. Doctor shall provide professional podiatric services at the Skilled Nursing Facility on an as needed basis as agreed upon by Hospital and Doctor.
2. Doctor 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. Doctor 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, Doctor agrees as follows:

1. Until the expiration of four (4) years after the furnishing of such Services, Doctor shall, upon written request, make available to the Secretary of the Department of

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

The availability of Doctor'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. Doctor will not carry out any of the duties of the Agreement through a subcontract.
- D. **ETHICS.** In performing services under this Agreement, Doctor 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 Podiatric Medical Association and comply with the Hospital's rules and regulations.
- E. In respect to Doctor's performance of Doctor's professional duties, the Hospital shall neither have nor exercise control or direction over the specific methods by which Doctor performs Doctor's professional duties. The Hospital's sole interest shall be to ensure that such duties are rendered in a competent, efficient and satisfactory manner.
- F. Doctor recognizes that the professional reputation of the Hospital is a unique and valuable asset. Doctor 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.** Doctor shall notify Hospital in writing within three (3) business days after the occurrence of any one or more of the following events:
 1. Doctor's medical staff membership or privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
 2. Doctor becomes the subject of any suit, action or other legal proceeding arising out of Doctor's professional services;
 3. Doctor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
 4. Doctor 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. Doctor becomes incapacitated or disabled from practicing medicine;
 6. Any act of nature or any other event occurs which has a material adverse effect on Doctor's ability to perform the Services under this Agreement;

7. Doctor changes the location of her offices;
 8. Doctor is charged with or convicted of a criminal offense; or
 9. Doctor 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.** Doctor shall cooperate with Hospital, through its Chief Executive Officer, in connection with providing the Services.

SECTION II. REPRESENTATIONS AND WARRANTIES

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

- A. Doctor is not bound by any agreement or arrangement which would preclude Doctor from entering into, or from fully performing the services required under this Agreement;
- B. Doctor's license to practice podiatric 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. Doctor'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. Doctor 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. Doctor has not in the past conducted and is not presently conducting Doctor's medical practice in such a manner as to cause Doctor 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. Doctor 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. Doctor 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 Doctor 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 Doctor; and (2) any allegation of substandard care or professional misconduct raised against Doctor by any person, organization, governmental agency, health care facility, peer review organization or professional society.

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

SECTION III. INDEMNIFICATION OF LIABILITY.

Doctor 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 Doctor; (2) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission of Doctor; (3) the use of any copyrighted materials or patented inventions by Doctor; or (4) Doctor'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, Doctor 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. Doctor shall be liable for Doctor's own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor, Doctor 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, Doctor shall submit to the administration a completed time sheet of time spent in the Skilled Nursing Facility seeing patients. Upon receipt of completed and signed provider time sheet for services rendered under this Agreement, Hospital shall pay Doctor, 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 Skilled Nursing Facility 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 Doctor a list of patients seen per Hospital records that supports the payment made to Doctor. All patient billings for Doctor services

remain the property of Hospital. Monthly payments to Doctor 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, Doctor agrees to act in compliance with all laws and regulations. Hospital has completed a Compliance Program to assure compliance with laws and regulations. Doctor is therefore expected to comply with the policies of the Hospital Compliance Program.

At a minimum, Doctor is expected to:

1. Be aware of those procedures which affect the Doctor and which are necessary to implement the Compliance Program, including the mandatory duty of Doctor 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 Doctor'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 Doctor'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 12, 2019 to September 11, 2021; however, this Agreement is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

- A. Hospital may terminate this Agreement immediately upon written notice to Doctor based on the occurrence of any of the following events:
1. Doctor's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
 2. Doctor'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. Doctor Services Agreement is terminated or expires;
 6. Doctor'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. Doctor fails to complete medical records in a timely fashion;
 8. Doctor fails to maintain the minimum professional liability insurance coverage;
 9. Doctor inefficiently manages patients and such inefficient management has not been cured after 30 days written notice from the Hospital;
 10. Doctor'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. Doctor is unable to provide medical services under the terms of this Agreement due to a physical or mental disability;
 12. Doctor becomes impaired by the use of alcohol or the abuse of drugs;

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

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, Doctor 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.

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

SECTION XI. ASSIGNMENT.

Doctor 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

Doctor: Jeremy Busch, DPM
3838 Sherman Dr. Suite #9
Riverside, CA 92503

SECTION XIII. PRE EXISTING AGREEMENT.

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

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

The parties are prohibited from engaging in any discriminatory, harassing, or retaliatory conduct, and Doctor 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:** _____
Jeremy Busch, DPM
3838 Sherman Dr. Suite #9
Riverside, CA 92503



Contract Cover Sheet

Contract Name: Jeremy Busch, DPM

Purpose of Contract: Podiatrist Services - Clinic

Contract # / Effective Date / Term/ Cost: Two-year agreement 9/12/19-9/11-2021 / \$65.00 per visit

Originating Dept. Name / Number: Family Health Center

Department Manager **Signature:** Smuraglia **Date:** 8.22.19

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>8/21/19</u>
<u>Compliance Officer</u>	Signature: <u>Mary Norman</u>	Date: <u>8/27/19</u>
<u>Chief Financial Officer</u>	Signature: <u>[Signature]</u>	Date: <u>30 Aug 2019</u>
<u>Chief Executive Officer</u>	Signature: <u>[Signature]</u>	Date: <u>8-30-19</u>
<u>Board of Directors</u> When Applicable	Signature _____	Date: _____

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

Contract Cover Sheet

CONFIDENTIAL NOTICE:

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

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

Updated 07/2019



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
AGREEMENT FOR PODIATRIC SERVICES AT THE RURAL HEALTH CLINICS
WITH
JEREMY BUSCH, DPM
dba
TOTAL FOOT & ANKLE CENTER RIVERSIDE**

THIS DOCTOR AGREEMENT ("Agreement") is made and entered into as of the 11th day of January 2018 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Jeremy Busch, DPM, ("Doctor").

RECITALS

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

WHEREAS, Doctor is licensed by the California Board of Podiatric Medicine and is qualified to perform podiatric services for the Clinic's patients.

WHEREAS, Hospital desires to retain the services of Doctor to provide professional podiatric services, and Doctor 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 DOCTOR.

- A. SERVICES. During the term of this Agreement, Doctor agrees to the following:
1. Doctor shall provide professional Doctor podiatric services at the Clinic on an as needed basis as agreed upon by Hospital and Doctor.
 2. Doctor 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. Doctor 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, Doctor agrees as follows:

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

The availability of Doctor'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. Doctor will not carry out any of the duties of the Agreement through a subcontract.
- D. **ETHICS.** In performing services under this Agreement, Doctor 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 Podiatric Medical Association and comply with the Hospital's rules and regulations.
- E. In respect to Doctor's performance of Doctor's professional duties, the Hospital shall neither have nor exercise control or direction over the specific methods by which Doctor performs Doctor'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. Doctor recognizes that the professional reputation of the Hospital is a unique and valuable asset. Doctor 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.** Doctor shall notify Hospital in writing within three (3) business days after the occurrence of any one or more of the following events:
 1. Doctor's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
 2. Doctor becomes the subject of any suit, action or other legal proceeding arising out of Doctor's professional services;
 3. Doctor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
 4. Doctor 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. Doctor becomes incapacitated or disabled from practicing medicine;
 6. Any act of nature or any other event occurs which has a material adverse effect on Doctor's ability to perform the Services under this Agreement;
 7. Doctor changes the location of her offices;

8. Doctor is charged with or convicted of a criminal offense; or
9. Doctor 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. Doctor shall cooperate with Hospital, through its Chief Executive Officer, in connection with providing the Services.

SECTION II. REPRESENTATIONS AND WARRANTIES

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

- A. Doctor is not bound by any agreement or arrangement which would preclude Doctor from entering into, or from fully performing the services required under this Agreement;
- B. Doctor's license to practice podiatric 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. Doctor'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. Doctor 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. Doctor has not in the past conducted and is not presently conducting Doctor's medical practice in such a manner as to cause Doctor 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. Doctor 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. Doctor 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 Doctor 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 Doctor; and (2) any allegation of substandard care or professional misconduct raised against Doctor by any person, organization, governmental agency, health care facility, peer review organization or professional society.
- H. Doctor agrees to promptly disclose any change to the status of his license to practice medicine or any changes the status of any privileges Doctor may have at any other health care facility;

- I. Doctor shall deliver to the Hospital promptly upon request copies of all certificates, registrations, certificates of insurance and other evidence of Doctor's compliance with the foregoing as reasonably requested by the Hospital; and
- J. Doctor 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 Doctor to Hospital/Clinic's patients. If Hospital/Clinic deems it advisable for Doctor to contract with a payer with which Hospital/Clinic has a contract, Doctor agrees in good faith to negotiate a contractual agreement equal to the reasonable prevailing reimbursement rates for podiatrists within the geographic area of Hospital/Clinic.

SECTION III. INDEMNIFICATION OF LIABILITY.

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

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

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, Doctor 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.

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

SECTION XI. ASSIGNMENT.

Doctor 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

Doctor: Jeremy Busch, DPM
11129 Spy Glass Hill Rd
Whittier, CA 90601

SECTION XIII. PRE EXISTING AGREEMENT.

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

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

The parties are prohibited from engaging in any discriminatory, harassing, or retaliatory conduct, and Doctor 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:** _____
Jeremy Busch, DPM
3838 Sherman Drive
Riverside, CA 92503



MEMO

Date: August 30, 2019
To: Board of Directors
From: John Friel, CEO
Re: Resolution # 19-458 Liz Harris Humanitarian of the Year

Recommendation: Administration recommends that the Board of Directors approve Resolution # 19-458 Liz Harris Humanitarian of the Year

Discussion:

The Foundation conducted the Annual Humanitarian of the Year Award with Liz Harris being the recipient of the award. The resolution did not make it on the August Agenda, and we wanted to present Ms. Harris with the Resolution honoring her service to the community.

I am asking the Board to retro approve Resolution # 19-458 Liz Harris Humanitarian of the Year.

RESOLUTION NO. 19-458

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
ADOPTING A PROCLAMATION FOR LIZ HARRIS AS
2019 HUMANITARIAN OF THE YEAR**

WHEREAS, the Bear Valley Community Healthcare District has enjoyed the support of the Bear Valley Community Healthcare District Foundation for decades and has collaboratively worked with the Foundation to add services, equipment and programs that benefit patients and the community at large.

WHEREAS, Liz Harris has supported Bear Valley Community Healthcare District Foundation Board as a donor and advocate.

WHEREAS, Bear Valley Community Healthcare District is greatly appreciative of Liz Harris's leadership as a volunteer and elected official and hereby passes this resolution in honor of Liz Harris being selected as Humanitarian of the year in 2019 by Bear Valley Community Healthcare District Foundation.

WHEREAS, Bear Valley Community Healthcare District holds Liz Harris in high esteem and desires to make this known for the record; the Bear Valley Community Healthcare District does proclaim its deep and sincere gratitude for, and appreciation of, the dedication, talent, and service of Liz Harris; and the Bear Valley Community Healthcare District does hereby commend Liz Harris for her many significant accomplishments on behalf of the Bear Valley Community Healthcare District and the community at large.

APPROVED AND ADOPTED this 14th, day of August 2019.

Peter Boss, President, Board of Directors



Board Report

September 2019

Cost Report Review

QHR reimbursements consultants will be reviewing the report prior to submission after receipt from cost report preparer.

Trustee Conference

Our next Trustee Conference will be the week of March 2, 2020 in Phoenix. More details to come.

Captive Employee Health Insurance Program

QHR is making an Employee Health Insurance Program. This has potential to reduce health care costs for the hospital as well as opportunity to offer a similar product to local business that would incentivize employees to use hospital.

Community Health Needs Assessment

This engagement has been initiated and is scheduled for the third quarter.

Upcoming Education Events – September - Webinars (all times Central):

The Gemba Walk and Process Observations

Friday, September 6, 2019 | 10:30 am - 11:30 am CST

Learn how the Gemba walk can improve productivity, morale and daily metrics.

Board Leadership Series - September Webinar

Tuesday, September 10, 2019 | 12:00 pm - 1:00 pm CST

Topic: Effective Meetings: Lessons from the Board Room

Reimbursement & Regulatory Update: Outpatient PPS & PFS Proposed Rules - 3-Part Series

September 10-12, 2019 | 2:00 pm - 3:00 pm CST

Learn about the Medicare Annual Outpatient Prospective Payment System and Physician Fee Schedule Rules and other reimbursement developments that will take effect on January 1, 2020.

Classroom:

Leading from the Middle: Core Skills for Success

September 11-12, 2019



Other

- Ron Vigus is planning to attend the Board meeting.

Upcoming Projects

- Community Health Needs Analysis – scheduled for 3rd Quarter

Completed Projects

- Contractual Accounts and Bad Debt Analysis
- Productivity Benchmarking Assessment
- Debt Financing Capability Analysis
- Mock Survey – Quality and Life Safety
- Compliance Assessment
- Cost Report Review



CNO Monthly Report

TOPIC	UPDATE
1. Regulatory	<ul style="list-style-type: none"> Sent "Program Flex" to CDPH in order to follow new CDC guidelines for employee TB screening.
2. Budget/Staffing	<ul style="list-style-type: none"> Overtime and call offs are assessed each shift. Flexing of staff is done daily as warranted by census.
3. Departmental Reports	
<ul style="list-style-type: none"> Emergency Department 	<ul style="list-style-type: none"> ED team is working on sepsis policy implementation. T system on site for EHR system review. Telepsych implementation in process. Met with Arrowhead Regional Medical Center regarding transfer center and opportunities for nursing education/ collaboration. ED Communication workgroup met to discuss beside shift report and post discharge follow up phone calls.
<ul style="list-style-type: none"> Acute 	<ul style="list-style-type: none"> Swing Census currently at 1. Education provided at staff meeting regarding readmission tools and teach-back education methods. New rolling computer workstation in place.
<ul style="list-style-type: none"> Skilled Nursing 	<ul style="list-style-type: none"> SNF census at 18 residents Bathtub and tile replacement completed, patient lift for the bathtub has been purchased. Developing action plan from SCORE survey feedback. Attended teleconference with ADNS "Sock Hop" was held for August candlelight. Residents went on an outing to make candles and out for a picnic lunch on the new bus.
<ul style="list-style-type: none"> Surgical Services 	<ul style="list-style-type: none"> Orthopedic procedures are being done weekly. Ophthalmic procedures are being done monthly. General surgery procedures are being done monthly. OR staff is working on central sterile certifications.

	<ul style="list-style-type: none"> Working with Plant Maintenance on renovation planning.
<ul style="list-style-type: none"> Case Management 	<ul style="list-style-type: none"> DON and Eligibility Worker are working on referrals for SNF residents and Swing patients. Case Management working on readmission tools, education packets and checklists. Attended HSAG readmissions workgroup.
<ul style="list-style-type: none"> Respiratory Therapy 	<ul style="list-style-type: none"> RT is preparing for capital purchases: PAPRs & baby warmer. PD RT position has been filled.
<ul style="list-style-type: none"> Physical Therapy 	<ul style="list-style-type: none"> PT Director is out on FMLA for 6-8 weeks, one of the Physical Therapists is currently serving as a “lead”.
<ul style="list-style-type: none"> Food and Nutritional Services 	<ul style="list-style-type: none"> Interim manager and Registered Dietician have been working on regulatory compliance, revision of processes, and staff morale. Objectives and priorities for interim assignment were reviewed with Certified Dietary Manager. Interim manager working with staff during huddles to review all changes and the stoplight report she is utilizing to track staff feedback and projects that are in process.
4. Infection Prevention	<ul style="list-style-type: none"> Hand Hygiene monitoring continues, workgroup met to discuss strategies for encouraging hand hygiene. Infection Preventionist is rounding weekly to educate staff on hand hygiene and infection issues.
5. Quality Improvement	<ul style="list-style-type: none"> Patient and Family Advisory Committee was held- introductory meeting for second cohort. Re-admissions workgroup developing plans to prevent 7 day readmissions for patients admitted for sepsis, CHF, COPD, and Pneumonia. SCORE survey department debriefs are complete. Managers are working on the action plans that were developed based on staff feedback during the debriefs.
6. Policy Updates	<ul style="list-style-type: none"> Policies reviewed weekly by Policy and Procedure committee.
7. Safety & Products	<ul style="list-style-type: none"> Workplace Violence training is being provided to all BVCHD staff. Workplace Violence reports are submitted to CalOSHA on an ongoing basis. Disaster coordinators attended ICEMA HPP meeting. Hospital Emergency Response training was held.

	<ul style="list-style-type: none"> ▪ Emergency Preparedness committee is planning for the Great ShakeOut Drill and the Statewide Medical and Health Exercise.
8. Education	<ul style="list-style-type: none"> ▪ BLS Classes scheduled monthly, ACLS & PALS scheduled quarterly ▪ Quarterly clinical skills day will be held 10/16/19. ▪ Certified Emergency Nurse review course was held in cooperation with Mountains Community Hospital. ▪ Attended QHR CNO Conference.
9. Information Items/Concerns	<ul style="list-style-type: none"> ▪ BVCHD will be partnering with the DAISY foundation to recognize outstanding nurses, one nurse per year will be honored with an official award. Call was held with DAISY foundation to formulate plan for “roll out”. ▪ Language interpretation service has been implemented.
Respectfully Submitted by: <i>Kerri Jex, CNO</i> <i>Date: August 30th, 2019</i>	

2019 Surgery Report

Jul-19		
Physician	# of Cases	Procedures
Critel - CRNA	3	LESIs
Critel - CRNA	1	SI Joint Injection
Critel - CRNA	1	Hip Injection
Pautz - DO	1	ORIF Metacarpal
Pautz - DO	1	ORIF Tibial Tubercle
Pautz - DO	1	ORIF Distal Radius
Pautz - DO	1	Hip Steroid Injection Under Fluoroscopic Guidance
Kondal - MD	1	Femoral Hernia Repair
Kondal - MD	1	Excision Lipoma Shoulder
Kondal - MD	1	Excision Cysts on Back
Tayani	0	Cataracts
Total	12	
Aug-19		
Physician	# of Cases	Procedures
Pautz - DO	1	Repair Malunion Radial Head
Pautz - DO	1	ORIF Radial Head
Pautz - DO	1	ORIF 5th Metacarpal
Pautz - DO	1	Arthrodesis DIP Joint Finger
Pautz - DO	1	Knee Arthroscopy
Pautz - DO	1	Knee Arthroscopy with Open Reconstruction MPFL
Critel - CRNA	1	Knee Injection
Critel - CRNA	1	Elbow Injection
Critel - CRNA	1	LESI
Tayani	0	Cataracts
Total	9	
Sep-19		
Physician	# of Cases	Procedures
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Pautz - DO		
Critel - CRNA		
Critel - CRNA		
Critel - CRNA		
Critel - CRNA		
Tayani		
Total	0	
Oct-19		
Physician	# of Cases	Procedures
Pautz - DO		
Pautz - DO		
Pautz - DO		



CHIEF EXECUTIVE OFFICER REPORT

August 2019

CEO Information:

The District had another successful year with BETA HEART Achievement. We have achieved the Culture of Safety AND Communication and Transparency domains of HEART.

BVCHD Foundation has scheduled the Pasquale Esposito Concert at the PAC on October 19.

BVCHD Annual Health Fair is scheduled for September 21, 2019. We look forward to another successful event.

BVCHD has scheduled our “End of Summer Cookout” for September 20 beginning at 12:00 pm.
(Attachment)

BVCHD is scheduled to host the Chamber Mixer on September 24. We will be featuring the Foundation.

BVCHD 45th Birthday Celebration was a great success. Staff enjoyed their time and we received positive feedback.

BVCHD will be hosting a “Lunch & Learn” to the Board of Realtors September 16 and 19th. We will be providing information on services offered and showcasing the Foundation.

Dr. Debra Streletz, Director of RCH UC met with Administration to discuss program implementation in July 2020.

I am scheduled to speak on September 5th to the Big Bear Rotary Club on the “state of BVCHD”.

I have agreed to serve on the Chamber of Commerce Board.

Attachments:

QHR Board Minutes



SO
LONG
SUMMER

*Come Join Us to Celebrate a new season with our annual
END OF SUMMER COOKOUT*



We want to celebrate another wonderful year

And

Get ready for another busy winter

MENU:

Chicken & Shrimp Kabobs

Mexican Corn

Harvest Couscous Salad

Cucumber Salad Featuring Avocado, Onions, & Tomatoes

Hawaiian Rolls

Assorted Ice Cream Bars

Strawberry Lemonade

September 20, 2019

12:00 PM - 2:00 PM

Employee Patio

Come Join US!



Quorum Board Minutes

Addressing Changes in the Healthcare Landscape



Vantage Suite, Part 3 | Know Your Savings with Supply AdVantage

August 2019

What is the Vantage App Suite?

Vantage provides intuitive solutions that allow facilities to manage more effectively and efficiently, ultimately leading to increased facility sustainability and improved patient care. There are six applications within the Vantage App Suite with plans to expand the suite functionality by implementing our product roadmap. Vantage Apps currently available include:

- Workforce Productivity
- Supply AdVantage
- Vantage CAH Reimbursement Modeler
- Vantage Contract Master
- Vantage Benchmarking
- MyQuorum

We will go over each one in detail and how they relate to cost savings for your hospital in upcoming Board Minutes. Last month we covered our Vantage Contract Master App. This month we will focus on Supply AdVantage.

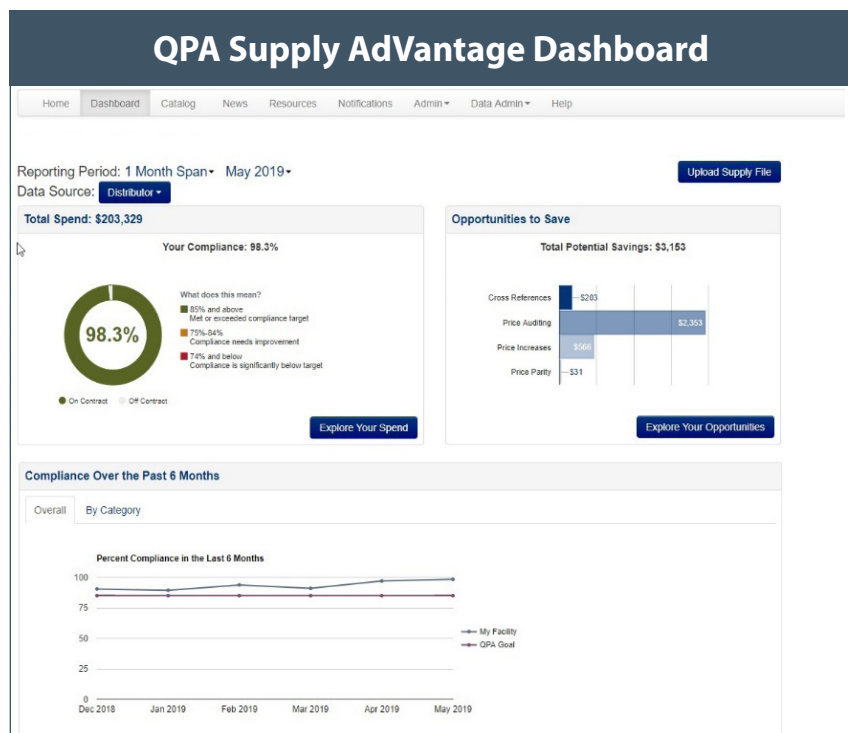
Supply AdVantage App

The Supply AdVantage App is a simple and easy-to-use decision-making tool designed to help healthcare organizations (1) explore their spend and opportunities to save, (2) track corporate compliance levels against all contracts with correct data and (3) discover what products and their pricing are included in their HealthTrust contract.

Key Takeaways

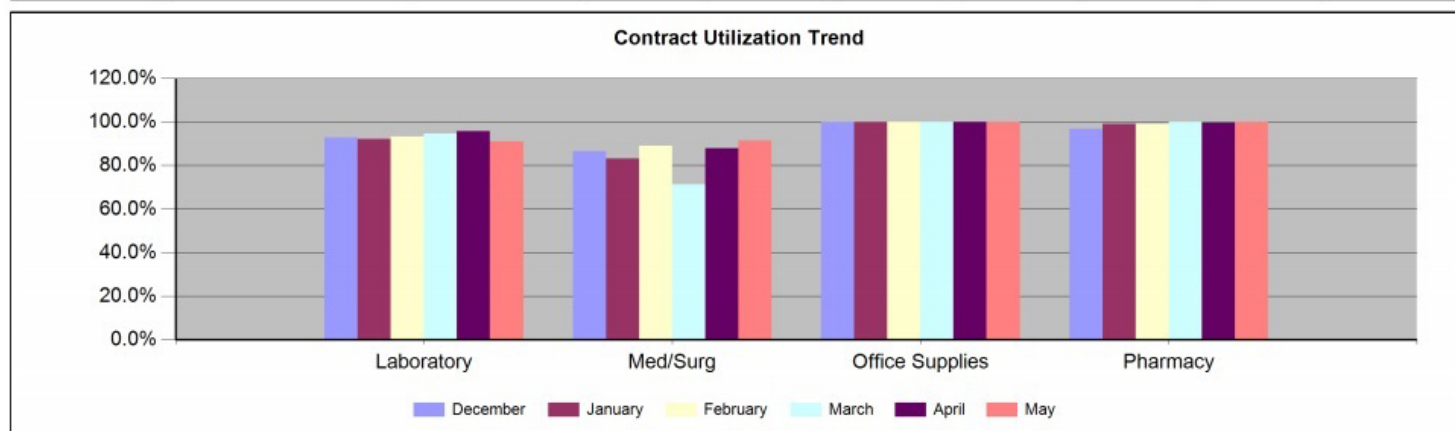
Over time, using the Supply AdVantage App can help healthcare organizations:

- Explore total spend to see if it's on-contract and discover opportunities to save with categories including cross references, price auditing, price increases and price parity on the Supply AdVantage Dashboard.
- Cross reference their contract to price variability by searching for the products included in their HealthTrust contract by using the Supply AdVantage Catalog.
- Improve operational efficiency by aligning organizational and operational data. Supply AdVantage puts everything in one place in an easy-to-find system.



Trended Scorecard Report – Based on Distributor Data – Period Ending: 5/31/2019

Vendor Category	Compliance Targets	QPA Corporate Average	December	January	February	March	April	May	6-Month Average
Laboratory	85.0%	83.5%	92.9%	92.2%	93.2%	94.7%	95.8%	91.0%	93.1%
Med/Surg	85.0%	81.9%	86.6%	83.2%	89.1%	71.4%	87.9%	91.5%	84.5%
Office Supplies	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Pharmacy	98.5%	99.2%	96.8%	99.0%	99.2%	99.9%	99.6%	99.9%	99.7%
Combined Averages		93.2%	90.4%	89.4%	93.7%	90.9%	97.0%	98.3%	94.2%



- Track against five corporate compliance levels for the most recent six months with the Trended Scorecard Report. The categories include Medical Search, Pharmacy Distributed Spend, Lab Production Distributed Spend, Food Distributed Spend and Office Product Distributed Spend.

With Supply AdVantage, hospitals and health systems can leverage data organization to track their compliance levels, discover conversion opportunities, and most importantly, make actionable progress in those areas to increase savings.

“Data is power, and with Supply AdVantage, healthcare organizations can easily find the data they need to know their savings. That way, they can make actionable progress in the areas that need it within this one tool.”

- Tony Bramer, VP, Quorum Purchasing Advantage

Resources:

For more information about Supply AdVantage please contact:

Tony Bramer, VP, Quorum Purchasing Advantage, tbramer@qhr.com

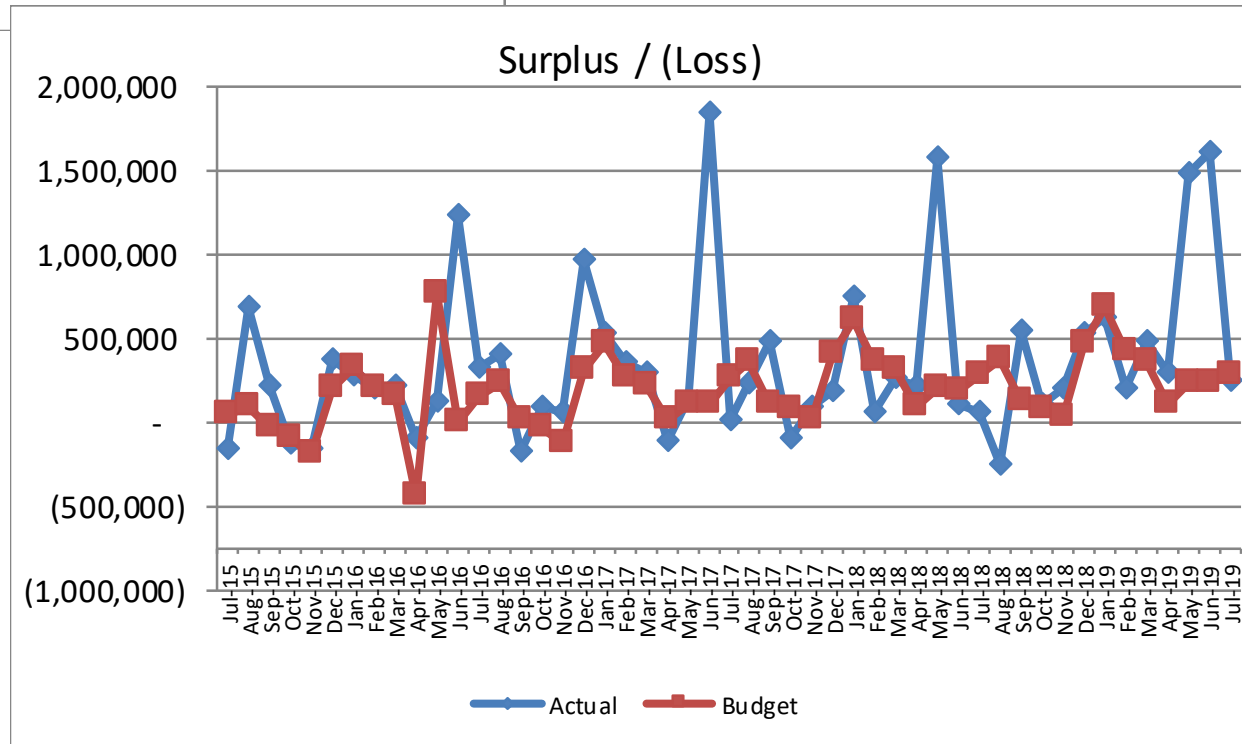
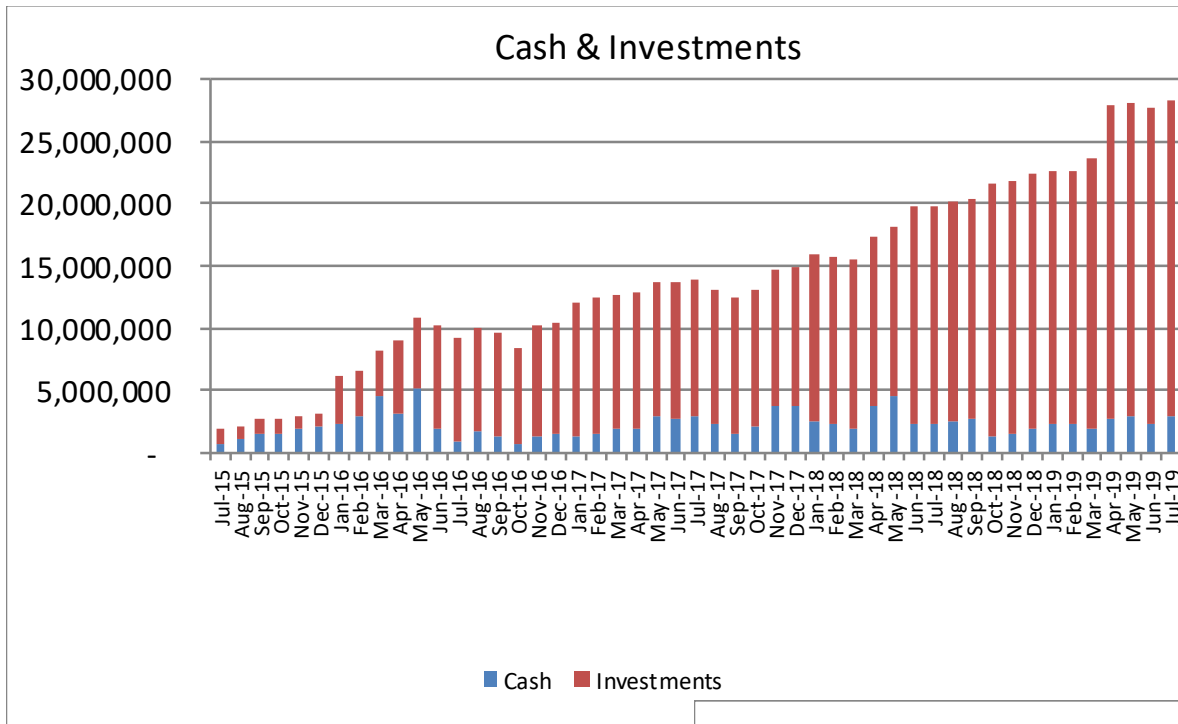
Agustin Figueroa, Supply Chain Financial Analyst, afigueroa@qhr.com



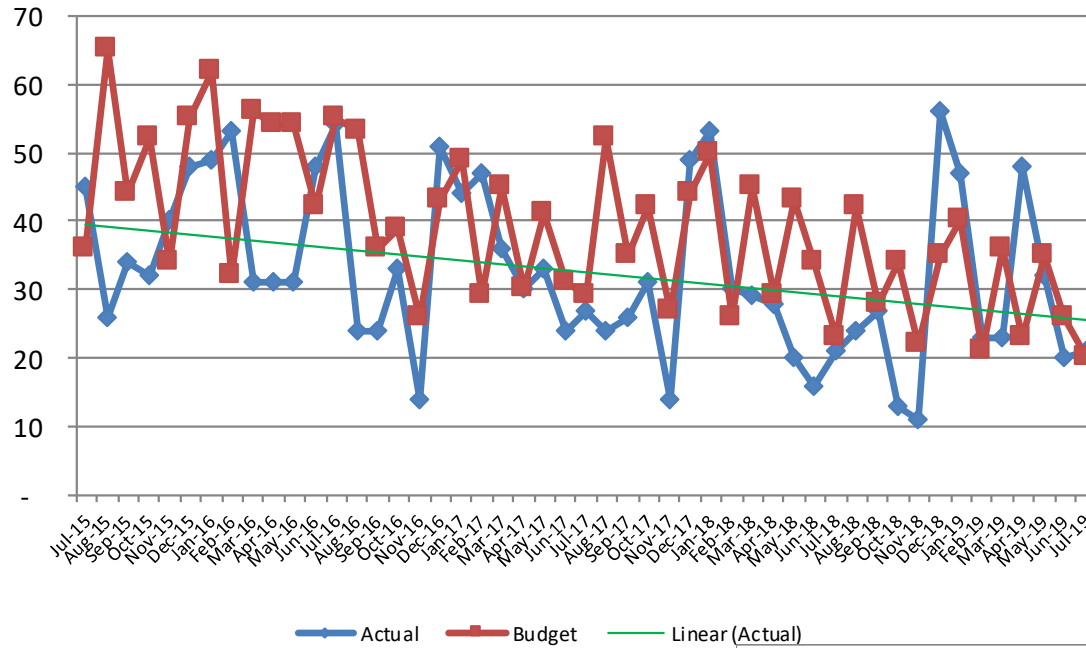
Finance Report
July 2019 Results

Summary for July 2019

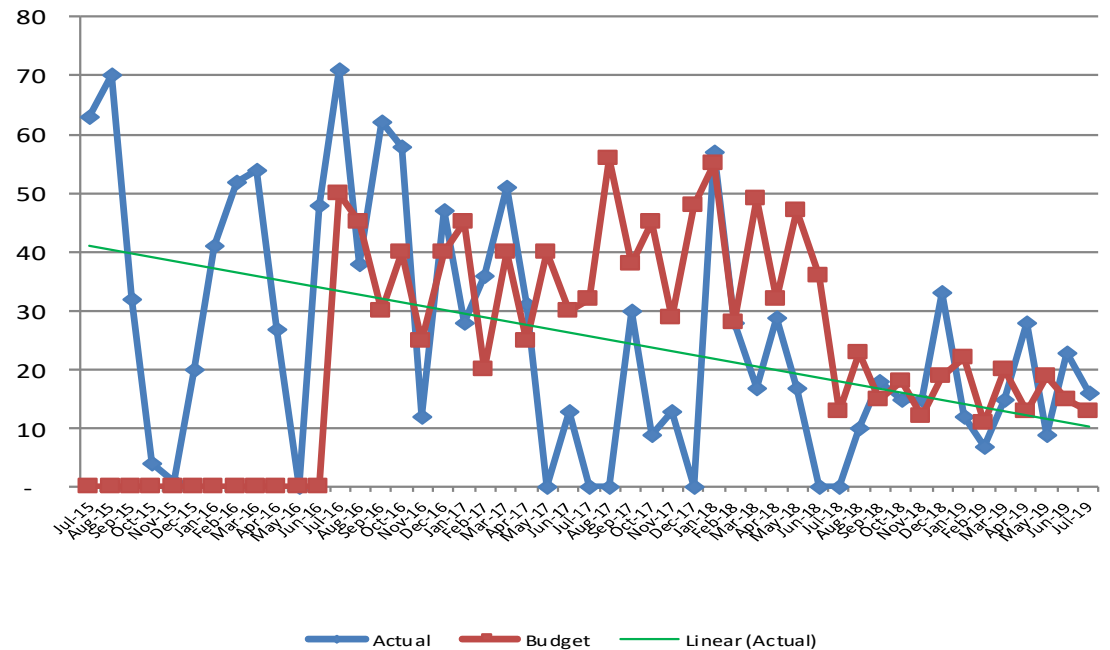
- Cash on hand \$ 2,992,558
Investments \$25,298,992
- Days Cash on hand, including investments with LAIF – 417
- Surplus of \$247,038 for the month was under our budget of \$281,060
- Total Patient Revenue was under Budget by 3.2% for the month
- Net Patient Revenue was 3.9% over budget.
- Total Expenses were 2.4% more than budget

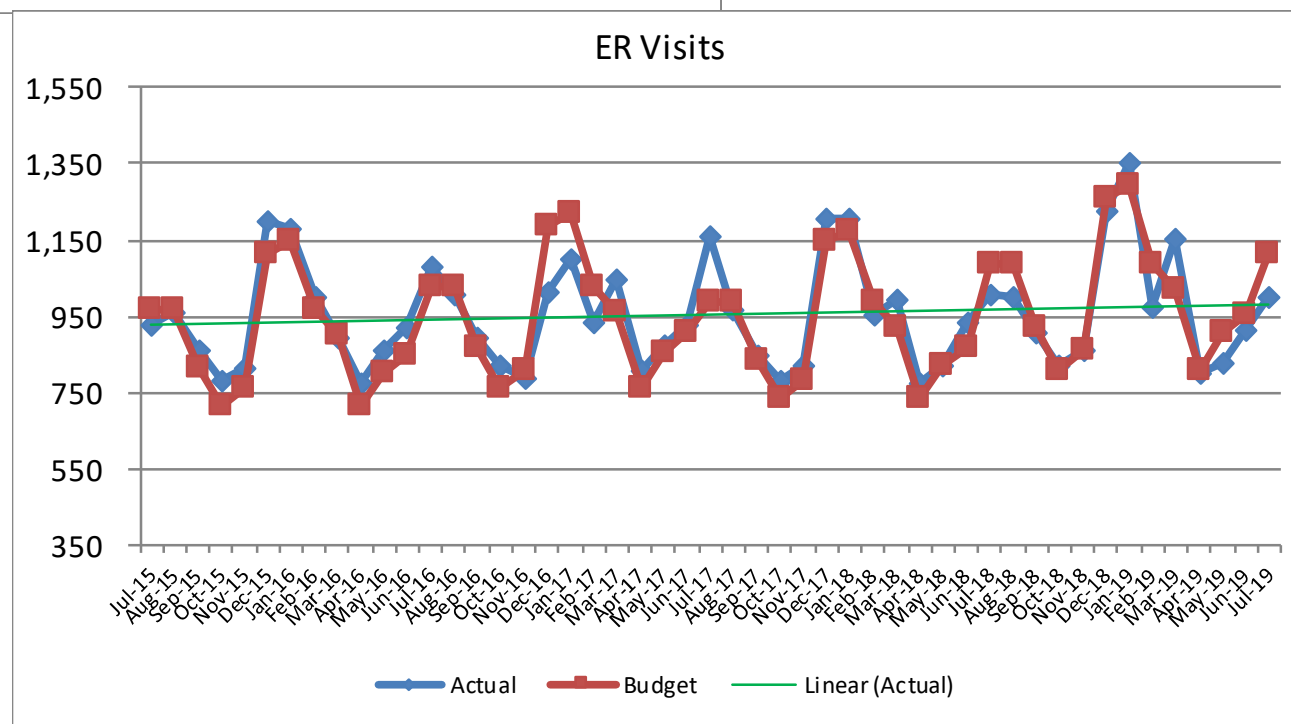
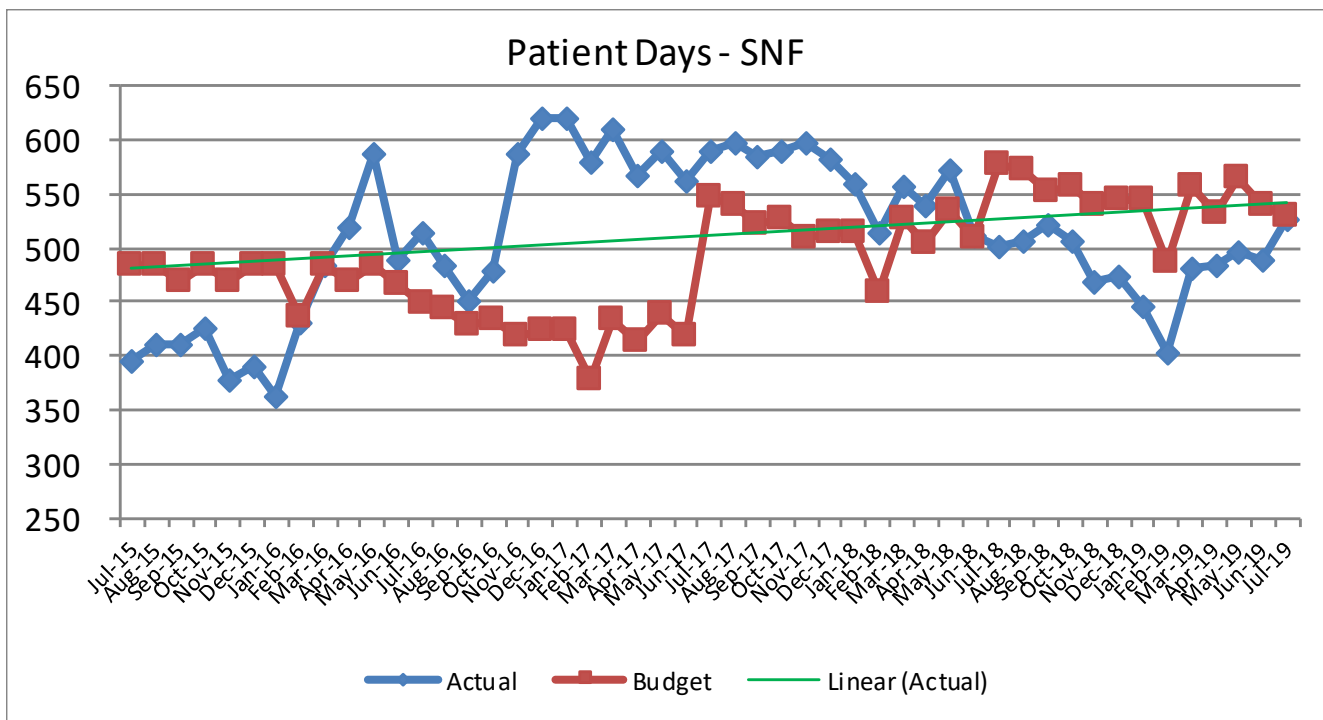


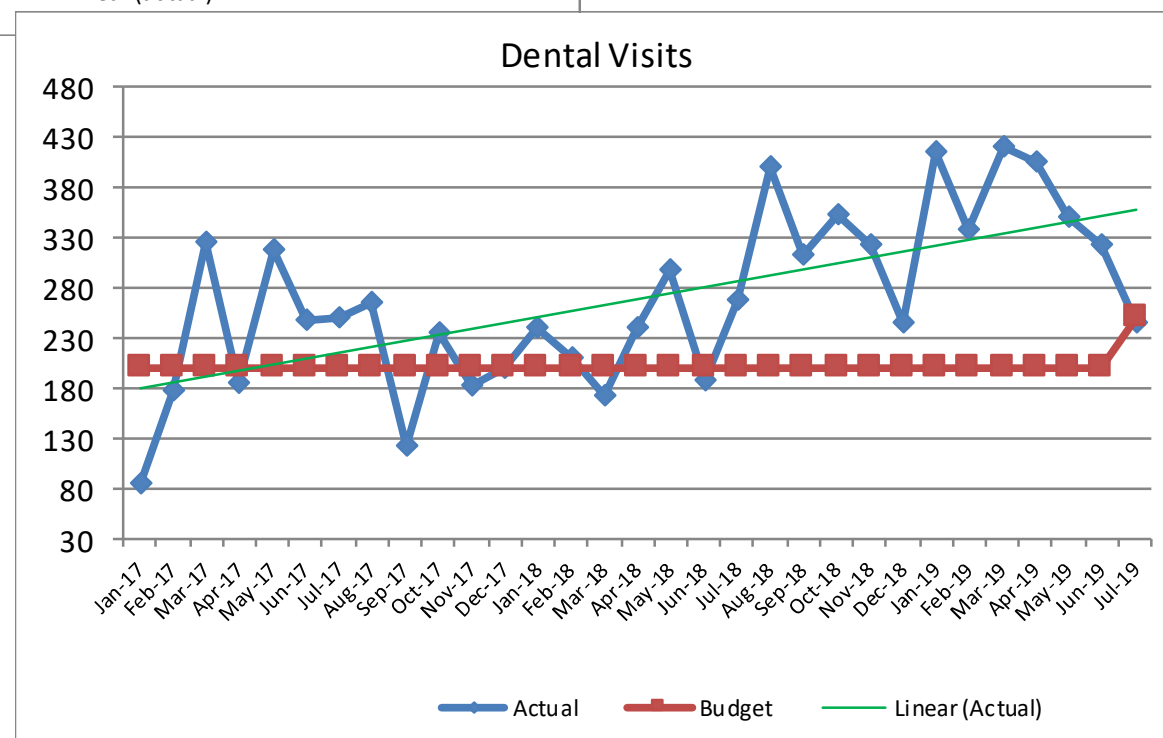
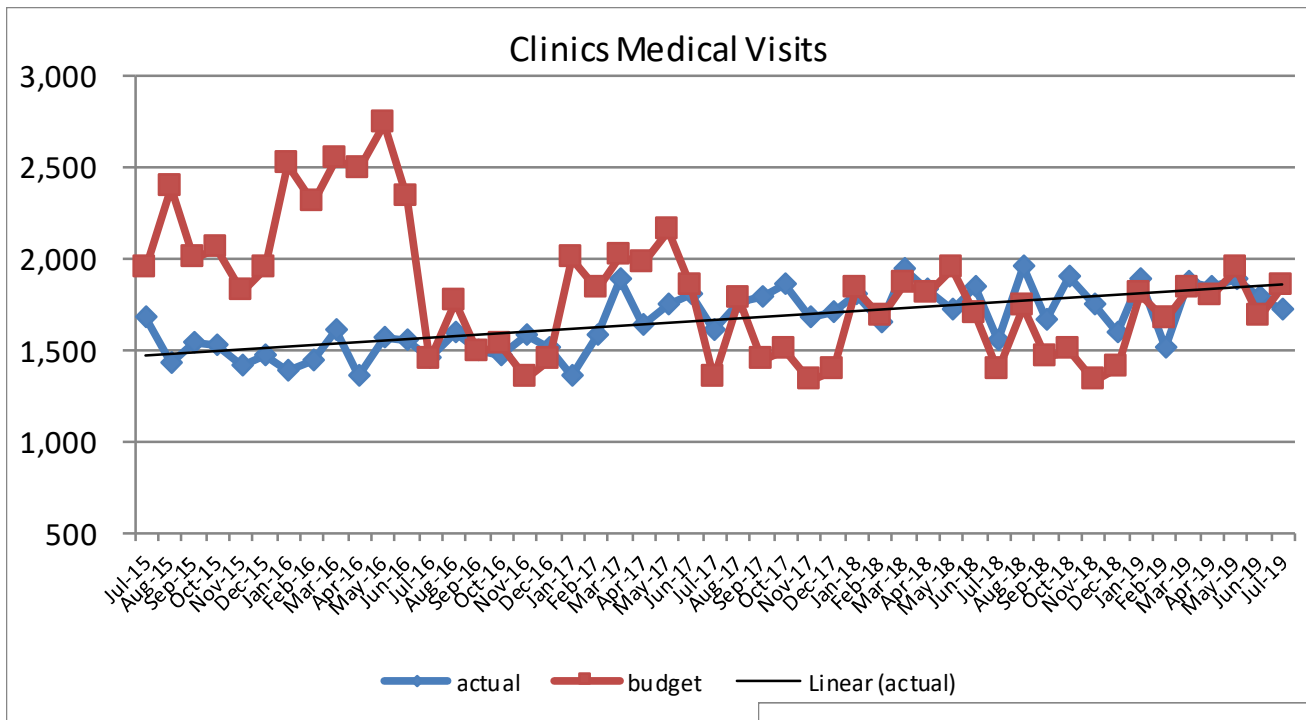
Patient Days - Acute

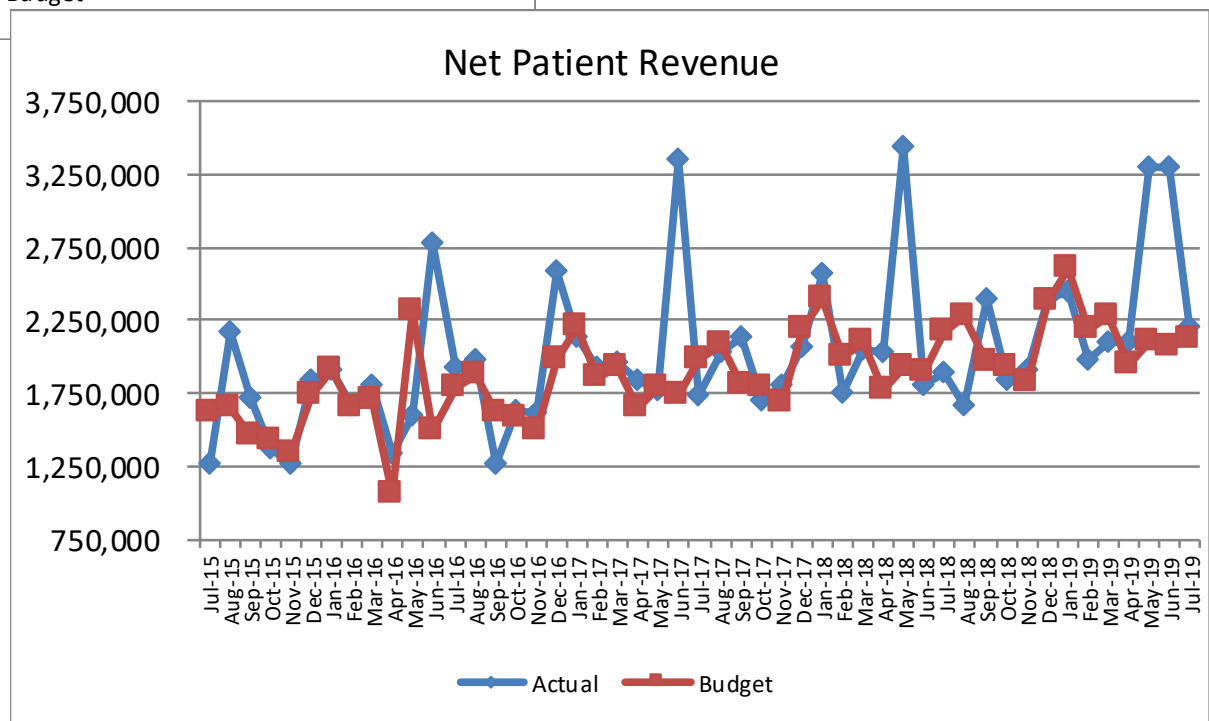
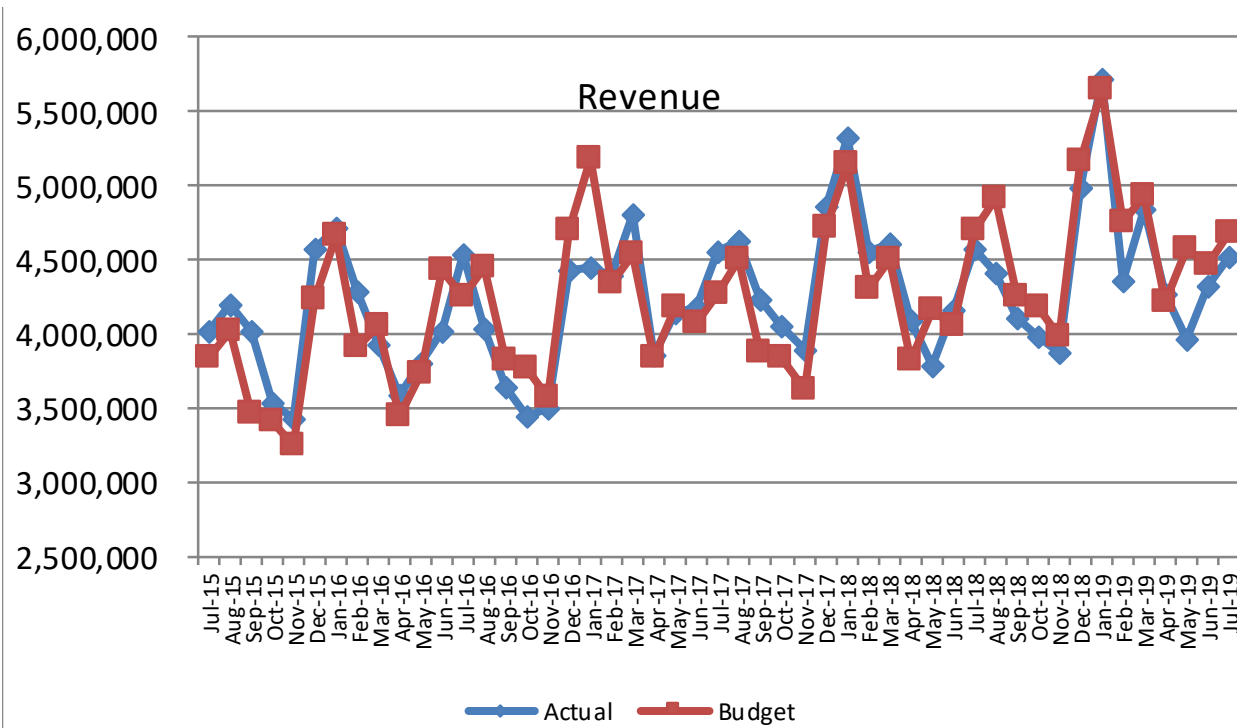


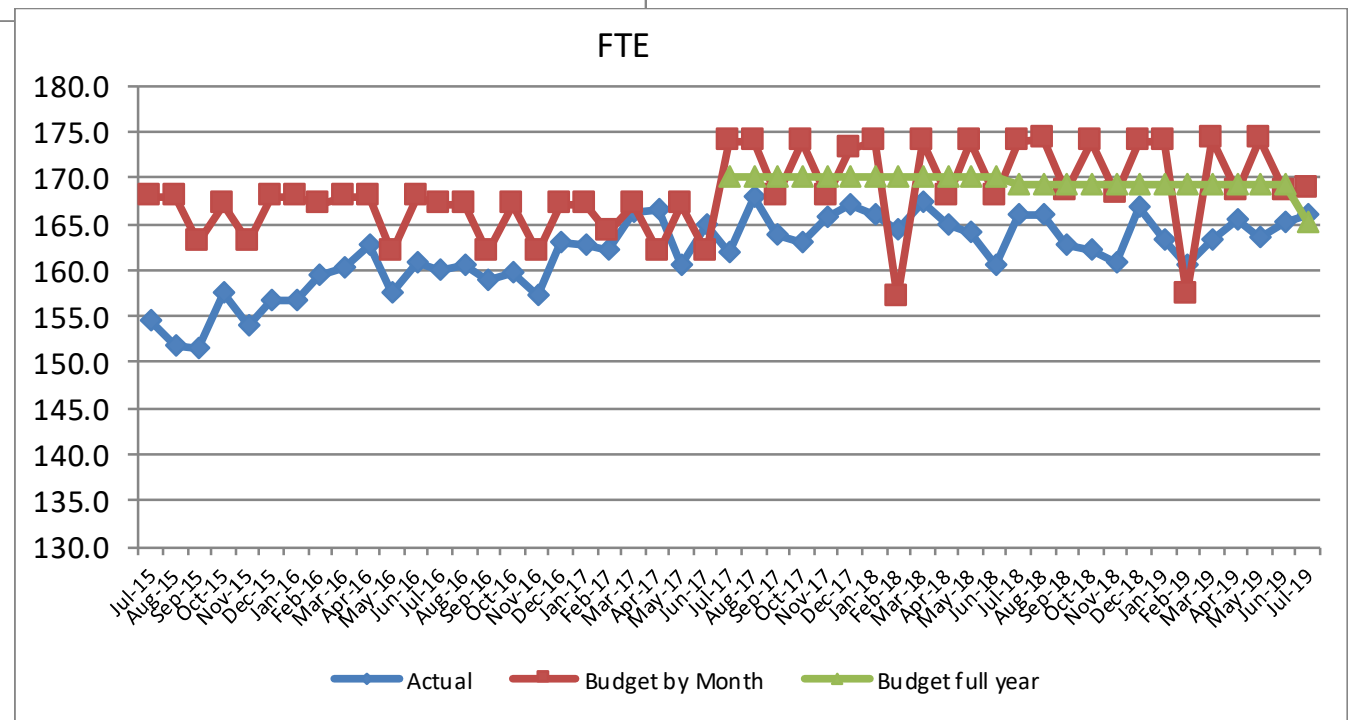
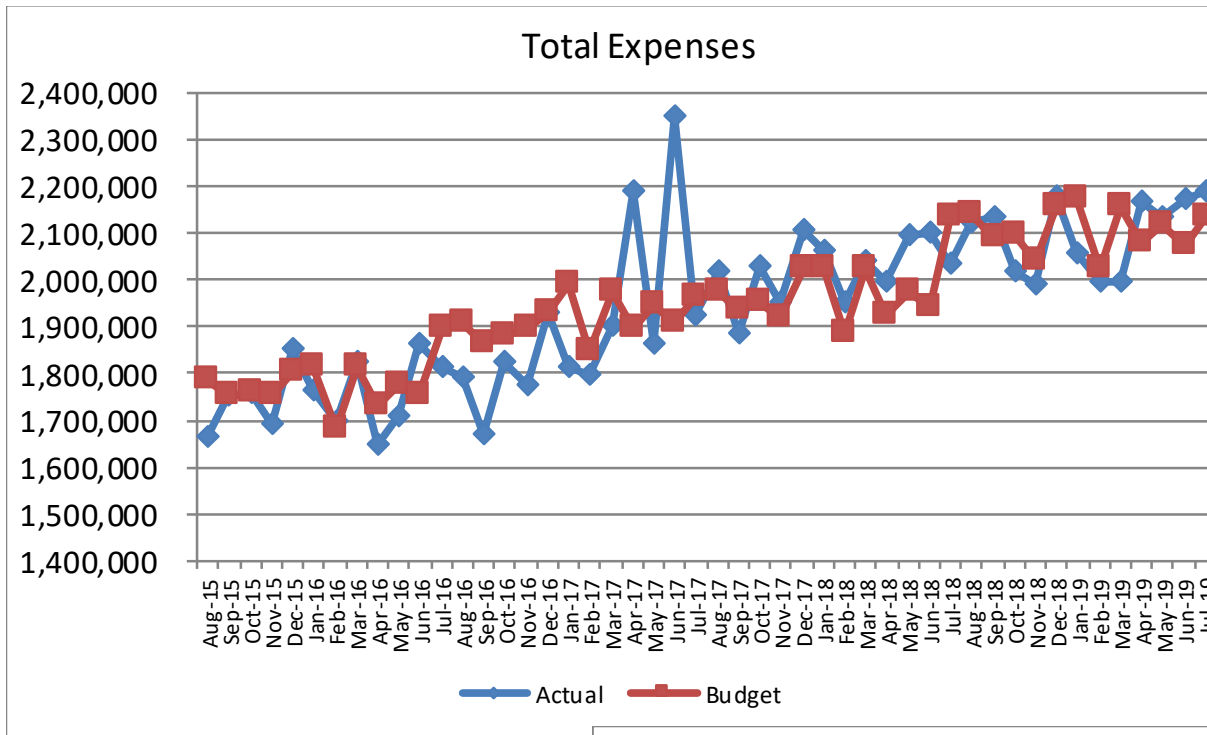
Patient Days - Swing

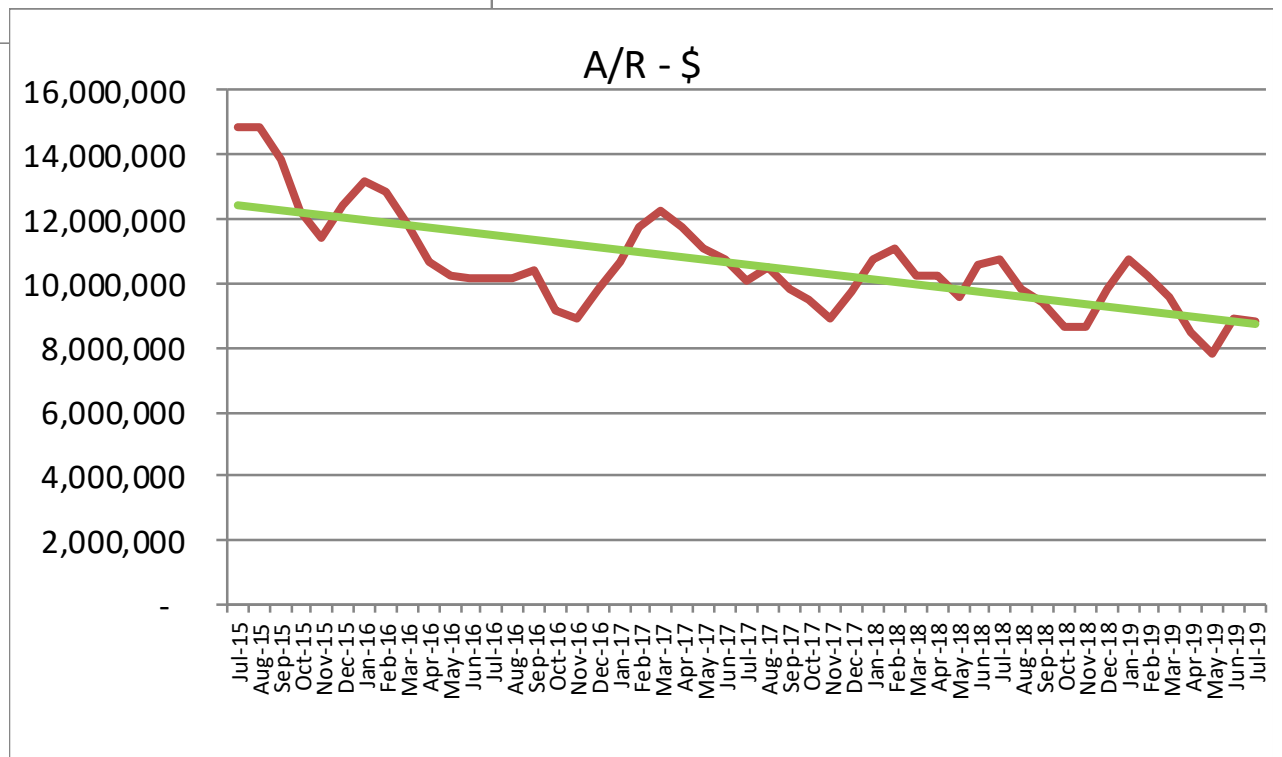
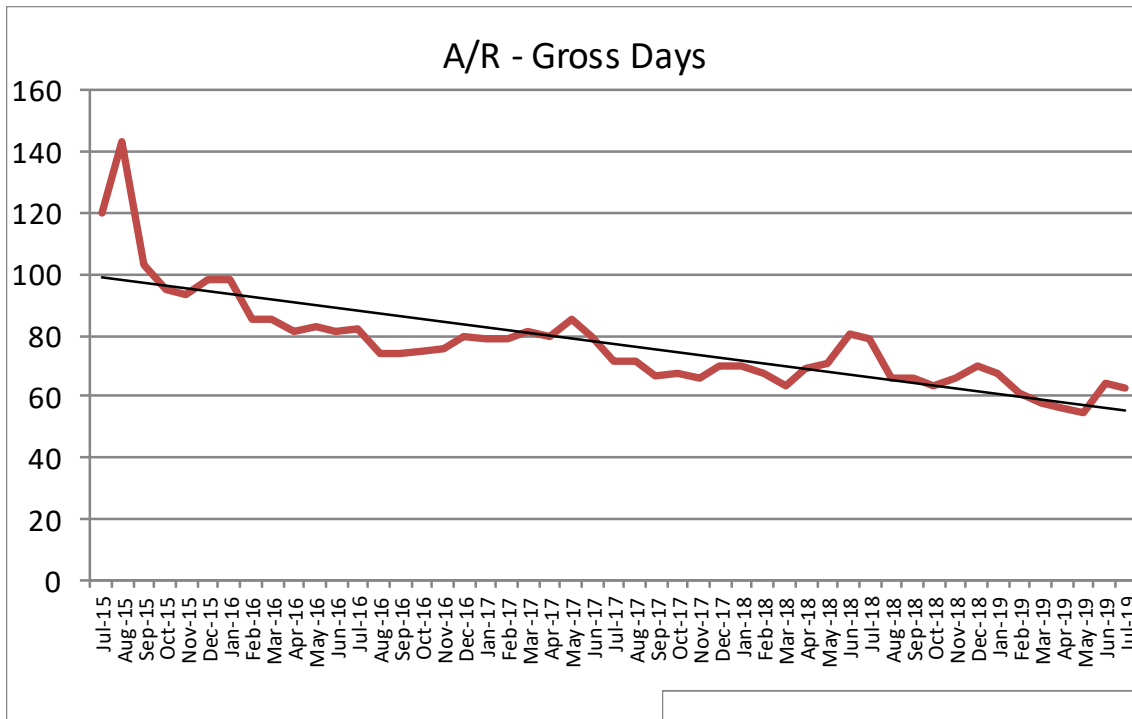














July 2019 Financial Results

For the month . . .

Total Patient Revenue for July 2019 was \$4,527,315 - this was \$148,106 or 3.0% less than budget. Inpatient and Skilled Nursing Facility both had Revenue over budget. Emergency Room, Outpatient and Clinic Revenue were under budget.

Revenue deductions of \$2,318,349 were less than budget by 9.1%.

Total Expenses of \$2,185,543 were 2.4% over budget.

Our surplus for the month of July 2019 was \$247,038. This was \$34,021 lower than over the budgeted amount for the month.

Our Operating Cash and Investments total \$28,291,550 as of the end of month. Total days cash on hand as of the end of July 2019 are 417.

Key Statistics

Acute patient days of 21 were 5% over budget. Swing days of 16 were 23% more than budget. SNF days of 528 were just 2 less than budget – our Average Daily Census was 17.03. ER Visits of 1,000 were 10.1% under budget. Clinics Medical were under budget. Dental visits were slightly under budget. The budget for the new Fiscal Year is higher based on the higher number of visits we have been seeing.

FTE were under budget for the month.

Bear Valley Community Healthcare District
Financial Statements July 31, 2019

Financial Highlights—Hospital
STATEMENT OF OPERATIONS

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 17/18	FY 18/19		VARIANCE		FY 17/18	FY 18/19		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
1 Total patient revenue	4,570,784	4,527,315	4,675,421	(148,106)	-3.2%	4,570,784	4,527,315	4,675,421	(148,106)	-3.2%
2 Total revenue deductions	2,682,534	2,318,349	2,549,266	(230,917)	-9.1%	2,682,534	2,318,349	2,549,266	(230,917)	-9.1%
3 % Deductions	59%	51%	55%			59%	51%	55%		
4 Net Patient Revenue	1,888,250	2,208,966	2,126,155	82,811	3.9%	1,888,250	2,208,966	2,126,155	82,811	3.9%
5 % Net to Gross	41%	49%	45%			41%	49%	45%		
6 Other Revenue	19,441	4,070	88,726	(84,656)	-95.4%	19,441	4,070	88,726	(84,656)	-95.4%
7 Total Operating Revenue	1,907,691	2,213,036	2,214,881	(1,846)	-0.1%	1,907,691	2,213,036	2,214,881	(1,846)	-0.1%
8 Total Expenses	2,036,009	2,185,543	2,134,018	51,525	2.4%	2,036,009	2,185,543	2,134,018	51,525	2.4%
9 % Expenses	45%	48%	46%			45%	48%	46%		
10 Surplus (Loss) from Operations	(128,318)	27,492	80,863	(53,370)	66.0%	(128,318)	27,492	80,863	(53,370)	66.0%
11 % Operating margin	-3%	1%	2%			-3%	1%	2%		
12 Total Non-operating	192,169	219,546	200,197	19,349	9.7%	192,169	219,546	200,197	19,349	9.7%
13 Surplus/(Loss)	63,851	247,038	281,060	(34,021)	12.1%	63,851	247,038	281,060	(34,021)	12.1%
14 % Total margin	1%	5%	6%			1%	5%	6%		

BALANCE SHEET

	A	B	C	D	E
	July	July	June		
	FY 17/18	FY 18/19	FY 18/19	VARIANCE	
				Amount	%
15 Gross Accounts Receivables	10,598,182	8,776,987	8,898,909	(121,922)	-1.4%
16 Net Accounts Receivables	4,184,582	2,853,641	2,991,106	(137,466)	-4.6%
17 % Net AR to Gross AR	39%	33%	34%		
18 Days Gross AR	80.2	63.0	64.4	(1.4)	-2.2%
19 Cash Collections	1,453,312	2,217,136	1,253,853	963,283	76.8%
20 Settlements/IGT Transactions	2,489,686	57,571	421,208	(363,637)	-86.3%
21 Investments	17,562,903	25,298,992	25,298,992	-	0.0%
22 Cash on hand	2,312,422	2,992,558	2,452,174	540,384	22.0%
23 Total Cash & Invest	19,875,325	28,291,550	27,751,166	540,384	1.9%
24 Days Cash & Invest	308	417	421	(4)	-1.0%
Total Cash and Investments	19,875,325	28,291,550			
Increase Current Year vs. Prior Year		8,416,225			

Bear Valley Community Healthcare District
Financial Statements July 31, 2019

Statement of Operations

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 17/18	FY 18/19		VARIANCE		FY 17/18	FY 18/19		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
Gross Patient Revenue										
1 Inpatient	74,791	132,376	102,523	29,853	29.1%	74,791	132,376	102,523	29,853	29.1%
2 Outpatient	972,222	852,704	896,425	(43,721)	-4.9%	972,222	852,704	896,425	(43,721)	-4.9%
3 Clinic Revenue	342,650	369,855	410,336	(40,481)	-9.9%	342,650	369,855	410,336	(40,481)	-9.9%
4 Emergency Room	2,957,516	2,937,844	3,039,113	(101,269)	-3.3%	2,957,516	2,937,844	3,039,113	(101,269)	-3.3%
5 Skilled Nursing Facility	223,604	234,536	227,024	7,512	3.3%	223,604	234,536	227,024	7,512	3.3%
6 Total patient revenue	4,570,784	4,527,315	4,675,421	(148,106)	-3.2%	4,570,784	4,527,315	4,675,421	(148,106)	-3.2%
Revenue Deductions										
7 Contractual Allow	2,320,958	2,048,634	2,268,236	(219,602)	-9.7%	2,320,958	2,048,634	2,268,236	(219,602)	-9.7%
8 Contractual Allow PY	62	(100,000)	-	(100,000)	#DIV/0!	62	(100,000)	-	(100,000)	#DIV/0!
9 Charity Care	15,343	21,771	12,560	9,211	73.3%	15,343	21,771	12,560	9,211	73.3%
10 Administrative	806	9,113	15,305	(6,192)	-40.5%	806	9,113	15,305	(6,192)	-40.5%
11 Policy Discount	13,989	11,209	13,676	(2,467)	-18.0%	13,989	11,209	13,676	(2,467)	-18.0%
12 Employee Discount	12,793	7,850	5,718	2,132	37.3%	12,793	7,850	5,718	2,132	37.3%
13 Bad Debts	215,076	262,975	233,771	29,204	12.5%	215,076	262,975	233,771	29,204	12.5%
14 Denials	177,395	56,797	-	56,797	#DIV/0!	103,506	56,797	-	56,797	#DIV/0!
15 Total revenue deductions	2,682,534	2,318,349	2,549,266	(230,917)	-9.1%	2,682,534	2,318,349	2,549,266	(230,917)	-9.1%
16 Net Patient Revenue	1,888,250	2,208,966	2,126,155	82,811	3.9%	1,888,250	2,208,966	2,126,155	82,811	3.9%
gross revenue including Prior Year Contractual Allowances as a percent to gross revenue WO PY and Other CA	40.2%	40.2%		40.2%		40.2%	447.4%	447.4%	0.0%	
	39.2%	39.2%		39.2%		39.2%	437.2%	437.2%	0.0%	
17 Other Revenue	19,441	4,070	88,726	(84,656)	-95.4%	19,441	4,070	88,726	(84,656)	-95.4%
18 Total Operating Revenue	1,907,691	2,213,036	2,214,881	(1,846)	-0.1%	1,907,691	2,213,036	2,214,881	(1,846)	-0.1%
Expenses										
19 Salaries	885,068	909,799	887,757	22,042	2.5%	885,068	909,799	887,757	22,042	2.5%
20 Employee Benefits	303,328	314,164	321,375	(7,211)	-2.2%	303,328	314,164	321,375	(7,211)	-2.2%
21 Registry	-	-	-	-	#DIV/0!	-	-	-	-	#DIV/0!
22 Salaries and Benefits	1,188,396	1,223,962	1,209,132	14,830	1.2%	1,188,396	1,223,962	1,209,132	14,830	1.2%
23 Professional fees	173,695	227,413	192,812	34,600	17.9%	173,695	227,413	192,812	34,600	17.9%
24 Supplies	121,217	157,037	145,129	11,908	8.2%	121,217	157,037	145,129	11,908	8.2%
25 Utilities	46,712	45,550	44,864	686	1.5%	46,712	45,550	44,864	686	1.5%
26 Repairs and Maintenance	17,407	38,865	47,756	(8,891)	-18.6%	17,407	38,865	47,756	(8,891)	-18.6%
27 Purchased Services	325,455	302,946	311,503	(8,557)	-2.7%	325,455	302,946	311,503	(8,557)	-2.7%
28 Insurance	28,258	32,000	30,917	1,083	3.5%	28,258	32,000	30,917	1,083	3.5%
29 Depreciation	76,489	82,105	78,725	3,380	4.3%	76,489	82,105	78,725	3,380	4.3%
30 Rental and Leases	11,421	12,010	12,370	(360)	-2.9%	11,421	12,010	12,370	(360)	-2.9%
32 Dues and Subscriptions	6,882	7,130	6,488	642	9.9%	6,882	7,130	6,488	642	9.9%
33 Other Expense.	40,078	56,525	54,322	2,203	4.1%	40,078	56,525	54,322	2,203	4.1%
34 Total Expenses	2,036,009	2,185,543	2,134,018	51,525	2.4%	2,036,009	2,185,543	2,134,018	51,525	2.4%
35 Surplus (Loss) from Operations	(128,318)	27,492	80,863	(53,370)	66.0%	(128,318)	27,492	80,863	(53,370)	66.0%
Non-Operating Income										
37 Tax Revenue	184,244	201,917	201,917	-	0.0%	184,244	201,917	201,917	-	0.0%
38 Other non-operating	15,020	25,040	5,750	19,290	335.5%	15,020	25,040	5,750	19,290	335.5%
Interest Income	543	300	100	200	200.2%	543	300	100	200	200.2%
Interest Expense	(7,638)	(7,711)	(7,570)	(141)	1.9%	(7,638)	(7,711)	(7,570)	(141)	1.9%
IGT Expense	-	-	-	-	#DIV/0!	-	-	-	-	#DIV/0!
39 Total Non-operating	192,169	219,546	200,197	19,349	9.7%	192,169	219,546	200,197	19,349	9.7%
40 Surplus/(Loss)	63,851	247,038	281,060	(34,021)	12.1%	63,851	247,038	281,060	(34,021)	12.1%

**Bear Valley Community Healthcare District
Financial Statements**

Current Year Trending Statement of Operations

A Statement of Operations—CURRENT YEAR 2020

	1	2	3	4	5	6	7	8	9	10	11	12	
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD
Gross Patient Revenue													
1 Inpatient	132,376												132,376
2 Outpatient	852,704												852,704
3 Clinic	369,855												369,855
4 Emergency Room	2,937,844												2,937,844
5 Skilled Nursing Facility	234,536												234,536
6 Total patient revenue	4,527,315	-	-	-	-	-	-	-	-	-	-	-	4,527,315
Revenue Deductions	C/A 0.45	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.45
7 Contractual Allow	2,048,634												2,048,634
8 Contractual Allow PY	(100,000)												(100,000)
9 Charity Care	21,771												21,771
10 Administrative	9,113												9,113
11 Policy Discount	11,209												11,209
12 Employee Discount	7,850												7,850
13 Bad Debts	262,975												262,975
14 Denials	56,797												56,797
15 Total revenue deductions	2,318,349	-	-	-	-	-	-	-	-	-	-	-	2,318,349
16 Net Patient Revenue	2,208,966	-	-	-	-	-	-	-	-	-	-	-	2,208,966
net / tot pat rev	48.8%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	48.8%
17 Other Revenue	4,070												4,070
18 Total Operating Revenue	2,213,036	-	-	-	-	-	-	-	-	-	-	-	2,213,036
Expenses													
19 Salaries	909,799												909,799
20 Employee Benefits	314,164												314,164
21 Registry	-												-
22 Salaries and Benefits	1,223,962	-	-	-	-	-	-	-	-	-	-	-	1,223,962
23 Professional fees	227,413												227,413
24 Supplies	157,037												157,037
25 Utilities	45,550												45,550
26 Repairs and Maintenance	38,865												38,865
27 Purchased Services	302,946												302,946
28 Insurance	32,000												32,000
29 Depreciation	82,105												82,105
30 Rental and Leases	12,010												12,010
32 Dues and Subscriptions	7,130												7,130
33 Other Expense	56,525												56,525
34 Total Expenses	2,185,543	-	-	-	-	-	-	-	-	-	-	-	2,185,543
35 Surplus (Loss) from Operations	27,492	-	-	-	-	-	-	-	-	-	-	-	27,492
36 Non-Operating Income													
37 Tax Revenue	201,917												201,917
38 Other non-operating	25,040												25,040
Interest Income	300												300
Interest Expense	(7,711)												(7,711)
IGT Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
39 Total Non-operating	219,546	-	-	-	-	-	-	-	-	-	-	-	219,546
40 Surplus/(Loss)	247,038	-	-	-	-	-	-	-	-	-	-	-	247,038

2019-20 Actual BS

BALANCE SHEET

Includes Final Entries 6-30-19

	PY	
	July	June
ASSETS:		
Current Assets		
Cash and Cash Equivalents (Includes CD's)	2,992,558	2,406,940
Gross Patient Accounts Receivable	8,773,284	8,897,694
Less: Reserves for Allowances & Bad Debt	5,919,643	5,906,428
Net Patient Accounts Receivable	2,853,641	2,991,266
Tax Revenue Receivable	2,423,000	0
Other Receivables	90,680	175,829
Inventories	130,378	136,982
Prepaid Expenses	421,708	407,856
Due From Third Party Payers	0	
Due From Affiliates/Related Organizations	0	
Other Current Assets	0	
Total Current Assets	8,911,963	6,118,874
Assets Whose Use is Limited		
Investments	25,298,992	25,298,992
Other Limited Use Assets	144,375	144,375
Total Limited Use Assets	25,443,367	25,443,367
Property, Plant, and Equipment		
Land and Land Improvements	570,615	570,615
Building and Building Improvements	10,063,006	10,063,006
Equipment	12,367,216	12,365,728
Construction In Progress	220,454	220,454
Capitalized Interest		
Gross Property, Plant, and Equipment	23,221,290	23,219,802
Less: Accumulated Depreciation	14,657,536	14,575,430
Net Property, Plant, and Equipment	8,563,754	8,644,372
TOTAL UNRESTRICTED ASSETS	42,919,085	40,206,612
Restricted Assets	0	0
TOTAL ASSETS	42,919,085	40,206,612

2019-20 Actual BS

BALANCE SHEET

Includes Final Entries 6-30-19

LIABILITIES:

	PY	
	July	June
Current Liabilities		
Accounts Payable	1,109,879	922,125
Notes and Loans Payable		
Accrued Payroll	814,113	733,342
Patient Refunds Payable		
Due to Third Party Payers (Settlements)	3,279,267	3,311,092
Advances From Third Party Payers		
Current Portion of Def Rev - Txs,	2,256,083	35,000
Current Portion - LT Debt	35,000	35,000
Current Portion of AB915		
Other Current Liabilities (Accrued Interest & Accrued Other)	15,339	7,689
Total Current Liabilities	7,509,682	5,044,247
Long Term Debt		
USDA Loan	2,860,000	2,860,000
Leases Payable	0	0
Less: Current Portion Of Long Term Debt	35,000	35,000
Total Long Term Debt (Net of Current)	2,825,000	2,825,000
Other Long Term Liabilities		
Deferred Revenue	0	0
Other	0	
Total Other Long Term Liabilities	0	0
TOTAL LIABILITIES	10,334,682	7,869,247
Fund Balance		
Unrestricted Fund Balance	32,337,364	24,871,960
Temporarily Restricted Fund Balance	0	
Equity Transfer from FRHG	0	
Net Revenue/(Expenses)	247,038	7,465,404
TOTAL FUND BALANCE	32,584,403	32,337,364
TOTAL LIABILITIES & FUND BALANCE	42,919,085	40,206,612

Units of Service												
For the period ending: July 31, 2019												
31						31						
Current Month						Bear Valley Community Hospital						
						Year-To-Date						
Jul-19	Jul-18	Actual	-Budget	Act.-Act.		Jul-19	Jul-18	Actual	-Budget	Act.-Act.		
Actual	Budget	Actual	Variance	Var %	Var %	Actual	Budget	Actual	Variance	Var %	Var %	
21	20	21	1	5.0%	0.0%	Med Surg Patient Days	16	20	21	(4)	-20.0%	-23.8%
16	13	-	3	23.1%	#DIV/0!	Swing Patient Days	21	13	-	8	61.5%	#DIV/0!
528	530	502	(2)	-0.4%	5.2%	SNF Patient Days	528	530	502	(2)	-0.4%	5.2%
565	563	523	2	0.4%	8.0%	Total Patient Days	565	563	523	2	0.4%	8.0%
9	14	7	(5)	-35.7%	28.6%	Acute Admissions	9	14	7	(5)	-35.7%	28.6%
8	14	7	(6)	-42.9%	14.3%	Acute Discharges	8	14	7	(6)	-42.9%	14.3%
2.6	1.4	3.0	1.2	83.8%	-12.5%	Acute Average Length of Stay	2.0	1.4	3.0	0.6	40.0%	-33.3%
0.7	0.6	0.7	0.0	5.0%	0.0%	Acute Average Daily Census	0.5	1	0.7	(0.1)	-20.0%	-23.8%
17.5	17.5	16.2	0.0	0.2%	8.4%	SNF/Swing Avg Daily Census	17.7	18	16.2	0.2	1.1%	9.4%
18.2	18.2	16.9	0.1	0.4%	8.0%	Total Avg. Daily Census	18.2	18	16.9	0.1	0.4%	8.0%
41%	40%	37%	0%	0.4%	8.0%	% Occupancy	41%	40%	37%	0%	0.4%	8.0%
7	13	12	(6)	-46.2%	-41.7%	Emergency Room Admitted	7	13	12	(6)	-46.2%	-41.7%
993	1,099	998	(106)	-9.6%	-0.5%	Emergency Room Discharged	993	1,099	998	(106)	-9.6%	-0.5%
1,000	1,112	1,010	(112)	-10.1%	-1.0%	Emergency Room Total	1,000	1,112	1,010	(112)	-10.1%	-1.0%
32	36	33	(4)	-10.1%	-1.0%	ER visits per calendar day	32	36	33	(4)	-10.1%	-1.0%
78%	93%	171%	83%	89.7%	-54.6%	% Admits from ER	78%	93%	171%	83%	89.7%	-54.6%
-	-	-	-	0.0%	#DIV/0!	Surgical Procedures I/P	-	-	-	-	0.0%	#DIV/0!
7	13	8	(6)	-46.2%	-12.5%	Surgical Procedures O/P	7	13	8	(6)	-46.2%	-12.5%
7	13	8	(6)	-46.2%	-12.5%	TOTAL Procedures	7	13	8	(6)	-46.2%	-12.5%
671	1,047	984	(376)	-35.9%	-31.8%	Surgical Minutes Total	671	1,047	984	(376)	-35.9%	-31.8%

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

Current Month						Bear Valley Community Hospital		Year-To-Date				
Jul-19		Jul-18	Actual -Budget		Act.-Act.		Jul-19		Jul-18	Actual -Budget		Act.-Act.
Actual	Budget	Actual	Variance	Var %	Var %		Actual	Budget	Actual	Variance	Var %	Var %
6,783	6,584	7,142	199	3.0%	-5.0%	Lab Procedures	6,783	6,584	845	199	3.0%	702.7%
816	845	845	(29)	-3.4%	-3.4%	X-Ray Procedures	816	845	142	(29)	-3.4%	474.3%
296	282	323	14	5.0%	-8.4%	C.T. Scan Procedures	296	282	323	14	5.0%	-8.4%
208	211	244	(3)	-1.4%	-14.8%	Ultrasound Procedures	208	211	244	(3)	-1.4%	-14.8%
52	62	31	(10)	-16.1%	67.7%	Mammography Procedures	52	62	31	(10)	-16.1%	67.7%
299	298	300	1	0.3%	-0.3%	EKG Procedures	299	298	300	1	0.3%	-0.3%
93	81	65	12	14.8%	43.1%	Respiratory Procedures	93	81	65	12	14.8%	43.1%
1,421	1,182	1,455	239	20.2%	-2.3%	Physical Therapy Procedures	1,421	1,182	1,455	239	20.2%	-2.3%
1,725	1,845	1,559	(120)	-6.5%	10.6%	Primary Care Clinic Visits	1,725	1,845	1,559	(120)	-6.5%	10.6%
247	250	268	(3)	-1.2%	-7.8%	Specialty Clinic Visits	247	250	268	(3)	-1.2%	-7.8%
1,972	2,095	1,827	(123)	-5.9%	7.9%	Clinic	1,972	2,095	1,827	(123)	-5.9%	7.9%
76	81	70	(5)	-5.9%	7.9%	Clinic visits per work day	11	12	10	(1)	-5.9%	7.9%
18.6%	20.00%	19.60%	-1.40%	-7.00%	-5.10%	% Medicare Revenue	18.60%	20.00%	19.60%	-1.40%	-7.00%	-5.10%
37.20%	39.00%	34.00%	-1.80%	-4.62%	9.41%	% Medi-Cal Revenue	37.20%	39.00%	34.00%	-1.80%	-4.62%	9.41%
39.60%	36.00%	40.70%	3.60%	10.00%	-2.70%	% Insurance Revenue	39.60%	36.00%	40.70%	3.60%	10.00%	-2.70%
4.60%	5.00%	5.70%	-0.40%	-8.00%	-19.30%	% Self-Pay Revenue	4.60%	5.00%	5.70%	-0.40%	-8.00%	-19.30%
143.3	152.0	141.0	(8.7)	-5.7%	1.6%	Productive FTE's	143.33	152.0	141.0	(8.7)	-5.7%	1.6%
165.8	168.8	166.0	(2.9)	-1.7%	-0.1%	Total FTE's	165.83	168.8	166.0	(2.9)	-1.7%	-0.1%



CFO REPORT for

September 2019 Finance Committee and Board Meetings

2020 Employee Benefit Summary

MEDICAL PLAN

- BVCHD pays 100% of the employee only premium for full time employees and 60% for part time employees on the Base HMO
- CalPERS base HMO – Anthem HMO is \$620 per month compared to 2019 Base HMO \$603
- BVCHD broker approached market to quote a stand-alone plan and all carriers declined to quote either because they need a CalPERS terminations letter or because their rates are not competitive. One carrier came back at +53%

DENTAL PLAN

- BVCHD pays 100% of the employee only premium for full and part time employees
- Current coverage with same carrier (Ameritas) renewal increase of +19%
- Principal quoted +.01% increase with better provider coverage same plan as 2019
- Employee only cost - \$44.59 compared to \$44.56 in 2019

VISION, BASIC LIFE/AD&D AND VOLUNTARY PLANS

- Rate guarantee with EyeMed and Mutual of Omaha until January 2021

Culture of Ownership

The Culture of Ownership Taskforce has continued to meet and consider how to build a Culture of Ownership at BVCHD. Two members are scheduled to attend a Values Training in September.

Capital Expenditures – Major items

Microsoft 365

Our FY 2020 Budget includes \$50,976 to upgrade Microsoft Licensing. IT is evaluating Microsoft 365 which is more of a “subscription based” model – paying each year rather than purchasing – which ensures software is the most current version.

Licensing would become an Operating Expense rather than a Capital Expense, but may be less expensive overall.

Truck

	<u>Budget</u>	<u>Actual</u>	<u>diff</u>
Truck	55,000.00	49,951.68	
Plow	7,000.00	10,227.30	
Truck Bed	4,000.00	4,500.00	
	66,000.00	64,678.98	1,321.02

Nutanix Servers

Fiscal Year	FY Capital Funding	Total Upgrade Cost	amount under budget
2019 Totals	\$ 20,313.86	\$ 19,982.14	\$ 331.72
2020 Totals	\$ 17,250.00	\$ 16,535.22	\$ 714.78
	\$ 37,563.86	\$ 36,517.36	\$ 1,046.50

SNF Tub replacement / installation

Installation of the new Tub on the XNF Unit is finished.

TruBridge – Accounts Receivable Management

Accounts Receivable days (Gross) decreased to 63 as of the end of July 2019.

