



MISSION

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

VISION

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

BOARD OF DIRECTORS BUSINESS MEETING AGENDA

WEDNESDAY, FEBRUARY 14, 2024 @ 1:00 PM

CLOSED SESSION 1:00 PM HOSPITAL CONFERENCE ROOM

OPEN SESSION @ APPROXIMATELY 2:15 PM 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 2:15 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

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

- (1) Discussion Will Concern: New Facility (Anticipated Disclosure 02/14/24)
- (2) Discussion Will Concern: Practice Acquisition (Anticipated Disclosure 02/14/25)

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

- (1) CEO Evaluation
- (2) CFO Evaluation

OPEN SESSION

1. CALL TO ORDER

Steven Baker, President

2. ROLL CALL

Shelly Egerer, Executive Assistant

3. FLAG SALUTE

4. ADOPTION OF AGENDA*

5. RESULTS OF CLOSED SESSION

Steven Baker, 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/RECOGNITIONS/ACKNOWLEDGEMENTS

8. INFORMATION REPORTS

A. Foundation Report

Holly Elmer, Foundation President

B. Auxiliary Report

Janet Stevens, 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. January 02, 2024 Special Business Board Meeting Minutes: Shelly Egerer, Executive Assistant

B. January 10, 2024 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant

C. January 2024 Human Resource Report: Erin Wilson, Human Resource Director

D. January 2024 Plant and Maintenance Report: Michael Mursick, Plant & Maint. Manager

E. Committee Meeting Minutes:

(1) November 02, 2023 Finance Committee Meeting Minutes

10. OLD BUSINESS*

A. Discussion and Review of the Reimbursement for Travel – Surgical Cases Policy & Procedure

11. NEW BUSINESS*

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

(1) Eric Saidi, OD Optometrist Clinic Service Agreement

(2) Prashanth Kumar, MD Nephrology Clinic Service Agreement (Renewal)

(3) Omeed Ahadiat, MD Dermatology Clinic Service Agreement

(4) Michael Chin, MD, General Surgery/Clinic Service Agreement (Renewal)

(5) Pacific Pulmonary Medical Group Clinic Service Agreement

- B. Discussion and Potential Approval of BVCHD Board of Directors Board Stipend Modification 5% Increase, Affective January 01, 2024 (BVCHD District Bylaws Article II Section 4 Paragraph 2)
- C. Discussion and Potential Approval of BVCHD Educational Seminars Compensation (BVCHD District Bylaws Article II Section 4 Paragraph 2)
- D. Discussion and Potential Approval of BVCHD District Bylaw Ad-Hoc Committee and Ad-Hoc Committee Members

12. ACTION ITEMS*

- A. **Acceptance of QHR Health Report**
Woody White, QHR Health
(1) Jan 2024 QHR Health Report
- B. **Acceptance of the CEO Report**
Evan Rayner, Chief Executive Officer
(1) January 2024 CEO Report
- C. **Acceptance of the Finance Report & CFO Report**
Garth Hamblin, Chief Financial Officer
(1) December 2024
(2) CFO Report
- D. **Acceptance of CNO Report**
Kerri Jex, Chief Nursing Officer
(1) January 2024 CNO Report

13. ADJOURNMENT*

*** Denotes Possible Action Items**

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
SPECIAL BUSINESS BOARD MEETING MINUTES
41870 GARSTIN DRIVE, BIG BEAR LAKE, CA 92315
JANUARY 02, 2024**

PRESENT: Peter Boss, President Steven Baker, Treasurer
 Jack Briner, 2nd Vice President Evan Rayner, CEO
 Mark Kaliher, RN, Secretary Shelly Egerer, Exec. Assistant

ABSENT: Ellen Clarke, 1st Vice President

STAFF: Garth Hamblin Kerri Jex

OTHER: Gary Hicks

COMMUNITY

MEMBERS: Joseph Kelly

OPEN SESSION

1. CALL TO ORDER:

President Boss called the meeting to order at 2:00 p.m.

2. ROLL CALL:

Peter Boss, Jack Briner, Mark Kaliher and Steven Baker were present. Also present was Evan Rayner, CEO, and Shelly Egerer, Executive Assistant. Absent was Ellen Clarke.

3. FLAG SALUTE:

Board Member Kaliher led the flag salute. All present participated.

4. ADOPTION OF AGENDA:

President Boss called for a motion to adopt the January 02, 2024 Special Board Meeting Agenda as presented. Motion by Board Member Briner to adopt the January 02, 2024 Special Board Meeting Agenda as presented. Second by Board Member Kaliher to adopt the January 02, 2024 Special Board Meeting Agenda as presented. President Boss called for a vote. A vote in favor of the motion was 4/0.

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

5. PUBLIC FORUM FOR OPEN SESSION:

President Boss opened the Hearing Section for Public Comment on Open Session items at 2:00 p.m. Hearing no request to make public comment. President Boss closed Public Forum for Closed Session at 2:00 p.m.

6. DIRECTORS COMMENTS

- None

7. OLD BUSINESS*

- None

8. NEW BUSINESS*

A. Discussion and Recommendation to the Board of Directors of the Feasibility Consultants:

- Mr. Rayner reported that the district is applying to USDA for direct loan financing to secure funding for the seismic upgrade. The purpose of the Financial Feasibility Study is to prepare an independent assessment of the district's ability to repay the proposed USDA Direct Loans, and any other debt required to fund the Project, based on the assumptions provided by the district as independently assessed and verified by the Financial Feasibility Consultant.
- Mr. Hamblin reported that Administration is recommending WIPFLI to complete the Feasibility Study. Documents need to be submitted by June 1, 2024. We will receive a commitment letter from WIPFLI. The district is required to conduct an open and competitive process to select the Financial Feasibility Consultant, which process has been documented and will be provided to USDA as part of our formal application to USDA.

President Boss called for a motion to have Administration negotiate a contract with WIPFLI to complete a Feasibility Study for the USDA Loan and bring back to the Board of Directors to review and potentially approve. Motion by Board Member Baker to have Administration negotiate a contract with WIPFLI to complete a Feasibility Study for the USDA Loan and bring back to the Board of Directors to review and potentially approve. Second by Board Member Briner to have Administration negotiate a contract with WIPFLI to complete a Feasibility Study for the USDA Loan and bring back to the Board of Directors to review and potentially approve. President Boss called for a vote. A vote in favor of the motion was 4/0.

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

B. Discussion and Recommendation to the Board of Directors of the Underwriting & Placement Services:

- Mr. Hamblin reported construction contracting, interim financing for project, received 3 bids. All three firms have the qualifications and experience needed to provide services required by the district. Mr. Hamblin reported that the district would like to enter into an agreement with DA Davidson
- Mr. Hicks reported that we recommend the district to secure interim construction financing, pursue competitive bids to banks, begin work on private placement, public offering or private placement and licensing is required.

President Boss called for a motion to have Administration negotiate a contract with DA Davidson for Underwriting Placement for the USDA Loan and bring the agreement back to the Board of Directors. Motion by Board Member Briner to have Administration negotiate a contract with DA Davidson for Underwriting Placement for the USDA Loan and bring the agreement back to the Board of Directors. Second by Board Member Baker to have Administration negotiate a contract with DA Davidson for Underwriting Placement for the

USDA Loan and bring the agreement back to the Board of Directors. President Boss called for the vote. A vote in favor of the motion was 4/0.

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

9. ADJOURNMENT:

President Boss called for a motion to adjourn the meeting at 2:31 p.m. Motion by Board Member Kaliher to adjourn. Second by Board Member Baker to adjourn. President Boss called for the vote. A vote in favor of the motion was unanimously approved 4/0.

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

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BUSINESS BOARD MEETING MINUTES
41870 GARSTIN DRIVE, BIG BEAR LAKE, CA 92315
JANUARY 10, 2024**

PRESENT: Peter Boss, MD, President Steven Baker, Treasurer
Ellen Clarke, 1st Vice President Evan Rayner, CEO
Jack Briner, 2nd Vice President Shelly Egerer, Exec. Assistant
Mark Kaliher, RN, Secretary

ABSENT: Janet Stevens w/Auxiliary Woody White w/Ovation
Holly Elmer w/Foundation Suzette Duhe w/Ovation

STAFF: Garth Hamblin Mary Norman Sheri Mursick Kerri Jex
Erin Wilson Ryan Orr Jeffrey Orr, MD

**OTHER:
COMMUNITY**

MEMBERS: Joseph Kelly

OPEN SESSION

1. CALL TO ORDER:

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

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION:

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

2. ADJOURNED TO CLOSED SESSION:

President Boss called for a motion to adjourn to Closed Session at 1:01 p.m. Motion by Board Member Baker to adjourn to Closed Session. Second by Board Member Clarke to adjourn to Closed Session. President Boss called for a vote. A vote in favor of the motion was 5/0.

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

RECONVENE TO OPEN SESSION

1. CALL TO ORDER:

President Boss called the meeting to Open Session at 1:45 p.m.

2. ROLL CALL:

Peter Boss, MD, Ellen Clarke, Jack Briner, Mark Kaliher and Steven Baker were present. Also present was Evan Rayner, CEO, and Shelly Egerer, Executive Assistant.

3. ADOPTION OF AGENDA:

President Boss called for a motion to adopt the January 10, 2024 Board Meeting Agenda as presented. Motion by Board Member Kaliher to adopt the January 10, 2024 Board Meeting Agenda as presented. Second by Board Member Clarke to adopt the January 10, 2024 Board Meeting Agenda as presented. President Boss called for a vote. A vote in favor of the motion was 5/0.

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

4. RESULTS OF CLOSED SESSION:

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

- Chief of Staff Report
 - Initial Appointment
 - John Dutton, MD
 - Mitchell McDowell, DO
 - Benjamin Thomson, PA
 - Safa Hammami, MD
 - Omeed Ahadiat, MD
 - Larry Givens, MD
 - David Krakowski, MD
 - Nasiem Niroumand, MD
 - Swaroopa Pulivarthi, MD
 - Re-Appointment
 - William Cannata, MD
 - Jason Tani, MD
 - David Surdyka, MD
 - Steven Groke, MD
 - Resignations
 - Michael Manzano, MD
- Risk Report/Compliance Report
- QI Report

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

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

5. PUBLIC FORUM FOR OPEN SESSION:

President Boss opened the Hearing Section for Public Comment on Open Session items at 1:45 p.m. Hearing no request to make public comment. President Boss closed Public Forum for Closed Session at 1:45 p.m.

6. DIRECTORS COMMENTS

- Dr. Boss thanked the Foundation for the large donation they gave to the District.

7. INFORMATION REPORTS

A. Foundation Report:

- Ms. Elmer was no present to provide a report

B. Auxiliary Report:

- Ms. Stevens was not present to provide a report

8. CONSENT AGENDA:

- A.** December 13, 2023 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
- B.** December 2023 Human Resource Report: Erin Wilson, Human Resource Director
- C.** December 2023 Plant and Maintenance Report: Michael Mursick, Plant & Maint. Manager
- D.** December 2023 Infection Control Report: Heather Loose, Infection Preventionist
- E.** Policies & Procedures (Summary Attached)
 - (1) Acute Nursing
 - (2) Employee Health
 - (3) Facilities
 - (4) Human Resource
 - (5) Laboratory – Hematology
 - (6) Laboratory – Microbiology
 - (7) Nursing Administration
 - (8) Pharmacy
 - (9) Physical Therapy

President Boss called for a motion to approve the Consent Agenda as presented. Motion by Board Member Briner to approve the Consent Agenda as presented. Second by Board Member Clarke to approve the Consent Agenda as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

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

9. OLD BUSINESS*

- None

10. NEW BUSINESS*

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

(1) Steve Clarke & Associates: Rate Range IGT Revenue Improvement Project:

- Mr. Hamblin reported the agreement is for supplemental funding; this agreement will assist the district in obtaining IGT monies
- 2nd engagement letter with Steve Clarke & Associates

President Boss called for a motion to approve Steve Clarke & Associates service agreement as presented. Motion by Board Member Clarke to approve Steve Clarke & Associates service agreement as presented. Second by Board Member Kaliher to approve Steve Clarke & Associates service agreement as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

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

(2) Orthopedic On Call Service Agreement:

- Mr. Rayner reported that this is a renewal contract for a two-year term and as of 2024 we have completed three cases
- Dr. Nayyar's Orthopedic group will be/ has been providing the services

President Boss called for a motion to approve the Orthopedic On Call Service Agreement as presented. Motion by Board Member Baker to approve the Orthopedic On Call Service Agreement as presented. Second by Board Member Kaliher to approve the Orthopedic On Call Service Agreement as presented. President Boss called for the vote. A vote in favor of the motion was 5/0.

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

(3) WIPFLi Letter of Engagement:

- Mr. Rayner asked that the Board of Directors table this item as the Letter of Engagement is still being worked on.

President Boss called for a motion to table the WIPFLi Letter of Engagement. Motion by Board Member Baker to table the WIPFLi Letter of Engagement. Second by Board Member Clarke to table the WIPFLi Letter of Engagement. President Boss called for the vote. A vote in favor of the motion was 5/0.

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

(4) DA Davidson Letter of Engagement:

- Mr. Rayner asked that the Board of Directors table this item as the Letter of Engagement is still being worked on.

President Boss called for a motion to table the DA Davidson Letter of Engagement. Motion by Board Member Baker to table the DA Davidson Letter of Engagement. Second by Board Member Clarke to table the DA Davidson Letter of Engagement. President Boss called for the vote. A vote in favor of the motion was 5/0.

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

B. Discussion and Review of the Reimbursement for Travel – Surgical Cases Policy & Procedure:

President Boss called for a motion to table the Reimbursement for Travel – Surgical Cases Policy & Procedure. Motion by Board Member Briner to table the Reimbursement for Travel – Surgical Cases Policy & Procedure. Second by Board Member Clarke to table the Reimbursement for Travel – Surgical Cases Policy & Procedure. President Boss called for the vote. A vote in favor of the motion was 5/0.

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

C. Discussion and Potential Approval of Bear Valley Community Healthcare District Election of Officers:

(1) President

Motion by President Boss to approve Board Member Baker as Board President. Second by Board Member Clarke to approve Board Member Baker as Board President. President Boss called for the vote. A vote in favor of the motion was 5/0.

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

(2) 1st Vice President

President Baker called for a motion for Board Member Kaliher to be 1st Vice President. Motion by Board Member Clarke for Board Member Kaliher to be 1st Vice President. Second by Board Member Boss for Board Member Kaliher to be 1st Vice President. President Baker called for the vote. A vote in favor of the motion was 5/0.

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

(3) 2nd Vice President

- Board Member Clarke nominated Board Member Boss as 2nd Vice President

President Baker called for a motion to approve Board Member Boss as 2nd Vice President. Motion by Board Member Clarke to approve Board Member Boss as 2nd Vice President. Second by Board Member Briner to approve Board Member Boss as 2nd Vice President. President Baker called for the vote. A vote in favor of the motion was 5/0.

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

(4) Secretary

- Board Member Boss nominated Board Member Clarke as the Board Secretary

President Baker called for a motion to approve Board Member Clarke as Secretary. Motion by Board Member Kaliher to approve Board Member Clarke as Secretary. Second by Board Member Boss to approve Board Member Clarke as Secretary. President Baker called for the vote. A vote in favor of the motion was 5/0.

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

(5) Treasurer

- Board Member Boss nominated Board Member Briner for the Treasurer position

President Baker called for a motion to approve Board Member Briner as Board Treasurer. Motion by Board Member Boss to approve Board Member Briner as Board Treasurer. Second by Board Member Clarke to approve Board Member Briner as Board Treasurer. President Baker called for the vote. A vote in favor of the motion was 5/0.

- Board Member Clarke - yes

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

D. Discussion and Potential Approval of Bear Valley Community Healthcare District Committee Members:

(1) Planning & Facilities Committee Meeting

- President Baker stated that he would like to have Board Member Boss & himself as the committee members for the Planning & Facilities Committee Meeting Members.

President Baker called for a motion to approve Board Member Boss and President Baker as the Planning & Facilities Committee Members. Motion by Board Member Kaliher to approve Board Member Boss and President Baker as the Planning & Facilities Committee Members. Second by Board Member Clarke to approve Board Member Boss and President Baker as the Planning & Facilities Committee Members. President Baker called for the vote. A vote in favor of the motion was 5/0.

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

(2) Finance Committee Meeting (Treasurer and Committee Member)

- President Baker stated that Board Member Briner is Treasurer and he would like to continue as a Finance Committee Member

President Baker called for a motion to approve Board Member Briner and Board Member Baker as the Finance Committee Members. Motion by Board Member Briner to approve Board Member Briner and Board Member Baker as the Finance Committee Members. Second by Board Member Boss to approve Board Member Briner and Board Member Baker as the Finance Committee Members. President Baker called for the vote. A vote in favor of the motion was 5/0.

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

(3) Human Resource Committee Meeting

- Board Member Boss recommended Board Member Clarke & Board Member Kaliher to remain on this committee.

President Baker called for a motion to approve Board Member Clarke & Board Member Kaliher for the Human Resource Committee Members. Motion by Board Member Boss to

approve Board Member Clarke & Board Member Kaliher for the Human Resource Committee Members. Second by Board Member Clarke to approve Board Member Clarke & Board Member Kaliher for the Human Resource Committee Members. President Baker called for the vote. A vote in favor of the motion was 5/0.

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

11. ACTION ITEMS*

A. Ovation Report:

- Mr. White was not present

President Baker called for a motion to approve the Ovation as presented. Motion by Board Member Kaliher to approve the Ovation Report as presented. Second by Board Member Clarke to approve the Ovation Report as presented. President Baker called for the vote. A vote in favor of the motion was 5/0.

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

B. Acceptance of CEO Report:

- Mr. Rayner reported the following information:
 - Nursing challenges continue
 - In house registry still utilized
 - Dr. Zamarra, Cardiologist began in November
 - Orthopedic call with Dr. Nayyar group began December
 - Additional discussion on MRI being brought in house continues
 - HCAI Project
 - Ophthalmologist equipment will need to be purchased with industry standards
 - Will be meeting with CDPH to discuss the 2 bed ICU

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

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

C. Acceptance of CFO Report

(1) November 2023 Finance Report:

- Mr. Hamblin reported the following information:
 - Days cash on hand remain strong
 - Total patient revenue was over budget
 - SNF census is strong
 - ER visits are down
 - Net revenue is lower than budget
 - Filed Medicare Cost Report
 - Settlements were paid out in November
 - YTD small loss
 - Registry is higher than normal

(2) CFO Report:

- Mr. Hamblin provided the following information:
 - UC volume is the highest we have seen in the last couple years

President Baker called for a motion to approve the November 2023 Finance Report and CFO Report as presented. Motion by Board Member Briner to approve the November 2023 Finance Report and CFO Report as presented. Second by Board Member Clarke to approve the November 2023 Finance Report and CFO Report as presented. President Boss called for the vote. A vote in favor was unanimously approved 5/0.

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

D. Acceptance of the CNO Report:

(1) CNO Report:

- Ms. Jex provided the following information:
 - CDPH meeting for ICU unit to be schedule mid to late February
 - Working hard to get registry staff out of the district
 - We do expect to see CDPH on site to complete survey
 - Staff and family would like to thank Dr. Stemmer for his care; he went above and beyond to assist a family getting medication
 - Cardiology services are being looked at for surgery services, we are requesting echo's if there is a patient with heart history. We are looking at long term services to offer
 - Grill and turbo chef is installed in the kitchen
 - Culture of News Safety Newsletter is being developed

President Baker called for a motion to approve the CNO Report as presented. Motion by Board Member Boss to approve the CNO Report as presented. Second by Board Member Clarke to approve the CNO Report as presented. President Baker called for the vote. A vote in favor was unanimously approved 5/0.

- Board Member Clarke - yes
- Board Member Briner - yes

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

12. ADJOURNED TO CLOSED SESSION:

President Baker called for a motion to adjourn to Closed Session at 2:48 p.m. Motion by Board Member Clarke to adjourn to Closed Session. Second by Board Member Briner to adjourn to Closed Session. President Baker called for a vote. A vote in favor was unanimously approved 5/0.

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



Board Report

January 2024

Staffing	Active: 275 – FT: 184 PT: 11 PD: 80 New Hires: 2 Terms: 0 (0 Voluntary 0 Involuntary) Open Positions: 24 Search for Director of Nursing
Work Comp	NEW CLAIMS: 0 OPEN: 9 Indemnity (Wage Replacement, attempts to make the employee financially whole) – 8 Future Medical Care – 1 Medical Only – 0
Employee Events	None for January, Valentines Day Treats
Beta HEART	Care for the Caregiver – validated - meets quarterly
Beta Employee Safety	Safe patient handling - working on validation Workplace violence - working on validation
Health Benefits	2024 plans began 1/1/24

**Bear Valley Community Healthcare District
Construction Projects 2023**

	Department / Project	Details	Vendor and all associated costs	Comments
High Priority **				
	Urgent Care	Most items are complete except cabinet replacement.	Several cabinet manufacturing vendors	Will complete in Spring
	Fawnskin Lodge	Install new safety handrails	Facilities	In Progress
	ICU project	Initial review conducted with Architect on Program Flex possibilities and locations	Evan/Facilities	In Progress
	Acute/SNF- Plumbing Repair	Pride Plumbing, GoLightly Plumbing, and Patriot Plumbing proposals received.	Facilities	In Progress
	Urgent Care Digital Signage	Design/build a digital sign next to the Hwy that can have information displayed.	Facilities/Graphics inc.	In Progress
	Dialysis	Implementing new program	Facilities/Quanta	In Progress

**Bear Valley Community Healthcare District
Potential Equipment Requirements**

Department / Project	Details	Vendor and all associated costs	Comments	
Hospital	New front end loader for all facilities	CAT	Our district has nearly double since 2014 and its time to purchase a larger loader to keep up with snow removal.	Not Needed this season
	New Skid Steer	CAT	Replace our Volvo skid steer	Requesting proposals
	Snow Blower	TBD	Replace our old wore out machine to a modern machine.	Repaired
	New Mobile Medical RV	Mobile Medical Clinic	Replace the old RV with a new one. The old RV is antiquated and dangerous.	In Progress 90% complete
	** Hospital/Modernization of Controls	Facilities	We are in need of some modernization of some controls for spaces we struggle with daily, must replace immediately.	In Progress
	New Work Truck	Facilities/Dodge	The 2004 Dodge work truck needs to be replaced this next budget year.	Will be added to this years budget

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BOARD OF DIRECTORS
FINANCE COMMITTEE MEETING MINUTES
41870 GARSTIN DR., BIG BEAR LAKE, CA 92315
NOVEMBER 02, 2023**

MEMBERS Steven Baker, Treasurer Evan Rayner, CEO
PRESENT: Jack Briner, 2nd Vice President Shelly Egerer, Executive Assistant
Garth Hamblin, CFO

STAFF: Kerri Jex

OTHER: Woody White w/Ovation

**COMMUNITY
MEMBERS:** None

ABSENT: Suzette w/ Ovation

OPEN SESSION

1. CALL TO ORDER:

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

2. ROLL CALL:

Steven Baker and Jack Briner were present. Also present were Evan Rayner, CEO, Garth Hamblin, CFO and Shelly Egerer, Executive Assistant.

3. ADOPTION OF AGENDA:

Board Member Briner motioned to adopt the November 02, 2023 Finance Committee Meeting Agenda as presented. Second by Board Member Baker to adopt the November 02, 2023 Finance Committee Meeting Agenda as presented. Board Member Baker called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Baker - yes
- Board Member Briner- yes

CLOSED SESSION

1. PUBLIC FORUM FOR CLOSED SESSION:

Board Member Baker 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 Baker closed the Hearing Section at 1:00 p.m.

2. ADJOURN TO CLOSED SESSION:

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

- Board Member Baker - yes
- Board Member Briner- yes

OPEN SESSION

1. CALL TO ORDER:

Board Member Baker called the meeting to order at 1:27 p.m.

2. RESULTS OF CLOSED SESSION:

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

3. PUBLIC FORUM FOR OPEN SESSION:

Board Member Baker opened the Hearing Section for Public Comment on Open Session items at 1:27 p.m. Hearing no request to address the Finance Committee, Board Member Baker closed the Hearing Section at 1:27 p.m.

4. DIRECTOR'S COMMENTS:

- None

5. APPROVAL OF MINUTES:

A. October 03, 2023

Board Member Briner motioned to approve the October 03, 2023 minutes as presented. Second Board Member Baker to approve the October 03, 2023 and minutes as presented. Board Member Baker called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Baker - yes
- Board Member Briner- yes

6. OLD BUSINESS:

- None

7. NEW BUSINESS*

A. Discussion and Potential Recommendation to the Board of Directors of the Following Service Agreements:

(1) Michael Chin, MD Surgery Director Service Agreement

Board Member Briner motioned to provide a positive recommendation to the Board of Directors Michael Chin, MD Surgery Director Service Agreement. Second by Board Member Baker to provide a positive recommendation to the Board of Directors Michael Chin, MD Surgery Director Service Agreement. Board Member Baker called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Baker - yes
- Board Member Briner- yes

8. PRESENTATION AND REVIEW OF FINANCIAL STATEMENTS*

A. **September 2023 Finances:**

- Mr. Hamblin reported the following information:
 - Days cash on hand is 462
 - Patient revenue lower than budget
 - Acute/swing lower than budget
 - Net revenue was lower than budget
 - Expenses over budget

- \$140,000 in registry expenses
- Operating revenue under budget
- We continue to recruit staff in order to reduce registry cost
- We advertise on Indeed, social media and word of mouth

B. CFO Report:

- Mr. Hamblin reported the following:
 - **2023 Check Register:**
 - Urgent Care
 - Stable providers
 - Continue to look for providers

Board Member Briner motioned to approve the September 2023 Finance Report and CFO Report as presented. Second by Board Member Baker to approve the September 2023 Finance Report and CFO Report as presented. Board Member Baker called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Baker - yes
- Board Member Briner- yes

9. ADJOURNMENT*

Board Member Baker motioned to adjourn the meeting at 1:39 p.m. Second by Board Member Briner to adjourn the meeting. Board Member Baker called for a vote. A vote in favor of the motion was unanimously approved.

- Board Member Baker - yes
- Board Member Briner- yes



DEPARTMENT: Administration	CATEGORY: Policies, Procedures
SUBJECT: Reimbursement for Travel-Surgical Cases	

POLICY:

Effective 1/1/24 -Bear Valley Community Healthcare District (BVCHD) may provide financial assistance for certain travel and lodging expenses for patients and families requiring surgical medical services at BVCHD.

PROCEDURE:

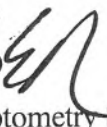
1. Eligible services for travel and lodging reimbursement under this program include but are not limited to:
 - 1.1. General acute surgery procedures requiring an inpatient stay or various medical admissions.
2. Requirements for reimbursement include but are not limited to:
 - 2.1. The surgical-procedure medical admissions (s) are approved/authorized by the patient's insurance company.
 - 2.2. The patient resides more than 75 miles from BVCHD.
 - 2.3. The expenses are submitted and approved through BVCHD Administration
 - 2.4. The expenses are accompanied by proper documentation.
 - 2.4.2.5. At the discretion of Administration
3. Eligible travel expenses may include but are not limited to:
 - 3.1. Transportation for patient and one companion to and from the facility, up to \$200 for the surgical procedure and post-operative visit.
 - 3.2. Mileage is calculated from the patient's home to BVCHD and shall be reimbursed at the current IRS mileage rate.
 - 3.2.1. A MapQuest or Google Map to/from destination along with documentation of trip shall be submitted with supporting documentation.
 - 3.3. One hotel room, not to exceed ~~\$300~~250 per day, including room rate and tax for surgical procedure medical admission. (1-4 days)?
 - 3.3.1. If required to be at the facility before 10:00 on the day of the procedure, the night before the procedure may also be eligible pending administrative approval.
 - 3.4. If community/BVCHD resources provide local lodging options rather than hotels, BVCHD reserves the right to arrange for patient/companion to stay at these options.
4. Authorization for travel reimbursement shall be obtained from Administration prior to the surgical procedure.
 - 4.1. A written request shall be submitted to the CEO or designee within ~~7~~14 days of the procedure.
 - 4.2. If authorized, the patient shall be notified and procedure for reimbursement shall be explained.
 - 4.3. If not authorized, the surgeon and patient shall be notified as soon as possible.
5. Exclusions to reimbursement include but are not limited to:
 - 5.1. Expenses for items or services not expressly specified above or that have not been pre-authorized or processed as described above.



DEPARTMENT: Administration	CATEGORY: Policies, Procedures
SUBJECT: Reimbursement for Travel-Surgical Cases	

- 5.2. Expenses resulting from the patient's or parent/guardian/companion's personal preference to extend his/her length of stay prior to or after the length of stay that is deemed to be medically necessary.
- 5.3. Additional expenses associated with changes in travel arrangements made by the patient or companion for personal convenience that are not medically related and/or not approved by Administration.
- 5.4. Transportation to or from outside California.
- 5.5. Expenses resulting from the patient's or parent/guardian/companion's personal preference to stay at a private residence.
- 5.6. Expenses for personal needs or daily living, such as meals, entertainment, or phone calls.
- 5.7. Daily travel to and from the lodging and the referral site.



Date: January 31, 2024
To: Board of Directors
From: Evan Rayner, CEO 
Re: Eric Saidi, OD, Optometry Service Agreement

Discussion:

BVCHD is proposing a contract with Eric Saidi, DO. Dr Saidi is a local Optometrist who is currently on the medical staff. Dr. Saidi will be providing Optometry services at our clinic, while also teaming up with our Ophthalmologist to re tool the region's eye service program and helping bring it to state of the art. Dr. Saidi will provide services on a mutually agreed schedule (as needed basis). BVCHD will probably need a new (lane) eye exam equipment and is currently review several options to purchase this equipment. Also as BVCHD looks to upgrade its Eye surgery program other equipment needs are being evaluated including and IOL Master (More accurate lens measurement for standard and advanced lens for cataracts) .This is a new agreement for Optometry Services and many of the services are covered by MediCal

Recommendation:

The Board to review and approve the Eric Saidi, OD service agreement as presented:

- Approval of the clinic service agreement
- Effective 04/01/24 Expires 3/30/26
- Termination 60 days without cause
- \$75.00 per patient visit
 - On site only
- MGMA Optometrist Compensation Survey



Contract Cover Sheet

Contract Name: _____ Eric Saidi, OD

Purpose of Contract: _____ Optometrist

Contract # _____ Effective Date: 4/1/24 Term: 2 year Cost: \$75.00 p/p

Originating Department Name: _____ Department Number: _____

Department Manager Signature: _____ Date: _____

BAA: ☐ Yes ☐ No

W-9: ☐ Yes ☐ No

Administrative Officer Signature: _____ Date: _____

HIPAA/Security Officer
(Software/EHR Related) Signature: _____ Date: _____

HIPAA Privacy Officer
(BAA applicable) Signature: _____ Date: _____

Legal Counsel Signature: see email Date: 1/31/24

Compliance Officer Signature: _____ Date: _____

Chief Financial Officer Signature: _____ Date: _____

Chief Executive Officer Signature: _____ Date: _____

Board of Directors
When Applicable Signature: _____ Date: _____

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

2. Copy of BAA forwarded to HIPAA Privacy Officer _____ Date: _____

3. Copy of Contract/BAA/W-9 forwarded to Department Manager: _____ Date: _____

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

5. Copy of Contract/BAA/W-9 scanned/mailed to Controller: _____ Date: _____

Contract Cover Sheet

CONFIDENTIAL NOTICE:

Note: This document and attachments are covered by CA Evidence Code 1157 and CA Health and Safety Code 1370.
NOTICE TO RECIPIENT: If you are not the intended recipient of this, you are prohibited from sharing, copying or otherwise using or disclosing its contents. If you have received this document in error, please notify the sender immediately by reply email and permanently delete this document and any attachments without reading, forwarding or saving them. Thank you.

**PROFESSIONAL SERVICES AGREEMENT
(RURAL HEALTH CLINICS)**

This Professional Services Agreement (“Agreement”) is made and entered into as of April 1st, 2024 (the “Execution Date”) by and between Bear Valley Community Healthcare District, a California local healthcare district (“Hospital”) and Eric Saidi, O.D., an individual (“Provider”). Hospital and Provider are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Hospital is a California local healthcare district which owns and operates Bear Valley Community Hospital, a general acute care hospital located in Big Bear Lake, California. Hospital operates 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”) and may contract with physicians and other healthcare providers to provide medical services to the Clinic’s patients.

B. Provider is a duly qualified optometrist, is licensed to practice as a optometrist in the State of California, and is qualified to provide optometry services (the “Specialty”) for the Clinic’s patients.

C. Hospital seeks to retain Provider to provide professional medical services to the Clinic’s patients and Provider seeks to be retained by Hospital to provide professional medical services to the Clinic’s patients.

D. Hospital and Provider seek to enter into this Agreement in order to set forth the terms and conditions under which Provider will provide professional services in the Specialty at the Clinic.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Hospital and Provider agree as follows:

1. PROVIDER’S OBLIGATIONS.

1.1 **PROVISION OF SERVICES.** During the Term of this Agreement, Provider shall provide professional services in the Specialty at the Clinic on an as needed basis as agreed upon by Hospital and Provider (the “Services”). In addition, Provider shall attend any and all meetings that Provider is asked to attend by the Hospital’s CEO, the Hospital’s Chief Nursing Officer, or their designee, who will represent Hospital in relation to this Agreement.

1.2 **PROVIDER QUALIFICATIONS.** Provider shall at all times (i) if applicable, be certified by the applicable Board of Certification in the Specialty; (ii) maintain an unrestricted license to practice as an optometrist in the State of California; (iii) be a participating provider in Medicare and in the State of California’s Medicaid program known as Medi-Cal; and (iv) maintain professional liability coverage, in such amounts and as otherwise required by this Agreement.

1.3 **RECORDS AND REPORTS.** Provider shall maintain medical records for all patients consistent with standard industry practices and shall provide such other record keeping and administrative services as may be reasonably requested by Hospital. Provider shall use the medical records and report forms provided by the Hospital. Provider agrees that all records and reports required by this Section 1.3 shall be the exclusive personal property of Hospital.

1.4 **USE OF PREMISES.** Except as set forth in this Agreement, Provider shall not use, or knowingly permit any other person who is under their direction to use, any part of Hospital's premises or the Clinic for any purpose other than the performance of the Services under this Agreement.

1.5 **REPRESENTATIONS AND WARRANTIES.** Provider represents and warrants to Hospital as follows:

(a) Provider is not bound by any agreement or arrangement which would preclude Provider from entering into, or from fully performing the Services required under this Agreement;

(b) Provider's license to practice as an optometrist in the State of California or in any other jurisdiction and, if applicable, Provider's Drug Enforcement Agency number have never been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way;

(c) Provider's medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction for reasons other than ministerial causes such as failure to maintain timely medical records;

(d) Provider has not in the past conducted, and is not presently conducting, Provider's medical practice in such a manner as to cause Provider to be suspended, excluded, debarred or sanctioned under the Medicare or Medicaid Programs, or any government licensing agency, nor has Provider ever been charged with or convicted of a criminal offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation;

(e) Provider shall perform the Services required hereunder in accordance with all applicable federal, state, and local laws, rules and regulations, all applicable standards of any relevant accrediting organizations, all applicable bylaws, rules, regulations, procedures and policies of Hospital and its medical staff, including without limitation, those relating to timely completion of medical records.

Each of the representations and warranties set forth herein shall be continuing and in the event any such representation or warranty fails to remain true and accurate during the Term, Provider shall immediately notify Hospital.

1.6 **REGULATORY SUPPORT.** Hospital will provide systems support, procedures and reporting, as appropriate, to ensure compliance with Centers for Medicare and Medicaid Services (CMS) Conditions of Participation, and State and local regulations. Provider

will maintain and provide Hospital with documentation requested and reporting compliance as requested by all healthcare accrediting organizations of Hospital. Provider and Hospital may jointly agree on a plan that is to be used by the Hospital in complying with regulatory and accreditation requirements.

1.7 **ELECTRONIC HEALTH RECORDS.** Provider shall (i) promote and fully participate in Hospital's electronic health record (EHR) initiatives; (ii) use electronic health records for all patients; and (iii) use computerized physician order entry (CPOE) to directly enter medication, laboratory, and radiology orders, record progress notes electronically in the patient's electronic health record, and record a patient's history and physical in the patient's electronic health record.

1.8 **PERFORMANCE IMPROVEMENT.** In order to ensure the quality of the Services to be provided by Provider, Provider shall work with Hospital to develop an annual performance improvement plan which calls for, among other things, the identification of performance improvement indicators, quality improvement audits being conducted on at least a quarterly basis, the development of action plans and goals, the delivery of data and results of the quarterly quality improvement audits to the Hospital's Performance Improvement Committee and HOSPITAL's Board of Directors, and the Hospital's performance improvement department to review performance improvement indicators.

1.9 **UTILIZATION MANAGEMENT.** Provider shall participate and cooperate with Hospital's utilization management program.

1.10 **PAYORS.** Provider shall participate in all government and third-party payment or managed care programs in which Hospital or the Clinic participate and render services to patients covered by such programs.

2. **HOSPITAL'S OBLIGATIONS.**

2.1 **SPACE.** Hospital shall furnish, for the use of Provider, space at the Clinic as is reasonably necessary for Provider to perform the Services. Except as otherwise set forth in this Agreement, Provider shall use and occupy the space in the Clinic on a non-exclusive basis, solely for the purpose of performing the Services required under this Agreement. Nothing contained in this Agreement shall be construed by the Parties hereto to constitute a lease of such premises to Provider, and no part of said space shall be used at any time by Provider for any purpose other than providing the Services under this Agreement.

2.2 **EQUIPMENT.** Hospital shall furnish, for the use of Provider, the equipment reasonably required for the proper operation and conduct of the Clinic. In addition, Hospital shall keep and maintain all equipment in good working order and repair, and shall replace any equipment or part thereof that becomes worn out or obsolete, subject to the availability of appropriate funds therefore and the applicable laws relating thereto.

2.3 **PERSONNEL.** Hospital shall supply such non-physician personnel as Hospital deems necessary for the proper performance of the Services. The Parties hereby agree that all such personnel shall be subject to the direction and control of Provider in the performance of professional services to patients.

2.4 **MEDICAL RECORDS.** Hospital shall own and maintain any and all patient charts and records and all other documents related to the Services provided by Provider and rendered to patients in the Clinic. Provider shall have reasonable access to all patient charts and records and documents relating to professional services performed by Provider during the Term of this Agreement. Provider shall prepare and maintain such patient charts and records accurately and completely in such form and manner as the Hospital's medical staff bylaws and rules and regulations and/or applicable law may require from time to time.

3. **COMPENSATION.**

3.1 **COMPENSATION.** In consideration for the Services to be performed by Provider under this Agreement, Hospital shall pay Provider, as sole compensation hereunder, on a fee per visit basis on site or telemedicine at a rate of Seventy-Five Dollars (\$75.00) per visit. "No charge/courtesy" visits are not eligible for payment to Provider. At the end of each month, Provider shall submit to the administration a completed time sheet of time spent in the Clinic seeing patients. Upon receipt of completed and signed provider time sheet for services rendered under this Agreement, Hospital will provide Provider a list of patients seen per Hospital records that supports the payment made to Provider. All patient billings for Provider's services under this Agreement remain the property of Hospital. Monthly payments to Provider shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.

3.2 **BILLING AND COLLECTION.** To the extent requested by Hospital, Provider agrees to accept assignment of benefits and respect the terms thereof for all professional services furnished to patients who are beneficiaries under the Medicare program, the Medi-Cal program, and any other third-party payor programs designated by Hospital. Provider hereby assigns to Hospital the exclusive right to bill and receive payment of all fees for professional services provided by Provider pursuant to this Agreement. Any fees or other compensation received by Provider for services performed pursuant to this Agreement shall, as a condition of this Agreement, be the property of Hospital and shall be paid to Hospital immediately. This assignment is intended to comply with the requirements of Medicare, as promulgated by CMS through rules, regulations, policies and procedures, as well as the technical requirements of all other relevant third-party payors.

4. **COMPLIANCE**

4.1 **COMPLIANCE PROGRAM.** Hospital is committed to compliance with all billing and claims submission, fraud and abuse laws and regulations. In contracting with Hospital, Provider agrees to act in compliance with all laws and regulations. Hospital has developed and maintains a Compliance Program to assure compliance with laws and regulations. Provider is expected to comply with the policies of the Compliance Program. At a minimum, Provider is expected to:

(a) Be aware of those procedures which affect Provider which are necessary to implement the Compliance Program, including the mandatory duty of Provider to report actual or possible violations of fraud and abuse laws and regulations; and

(b) Understand and adhere to standards, especially those which relate to the Provider's functions for or on behalf of Hospital.

4.2 **CONSEQUENCES OF FAILURE TO FOLLOW COMPLIANCE PROGRAM.** Failure to follow the standards of the Compliance Programs (including the duty to report misconduct) may be considered to be a violation of the Provider's arrangement with Hospital and may be grounds for action by Hospital, including termination of the relationship.

5. **TERM.** The initial term of this Agreement ("Initial Term") shall be two (2) years commencing on April 1, 2024 (the "Commencement Date") and terminating on March 31, 2026. At the end of the Initial Term and any Term Extension (as defined herein), the term of this Agreement may be extended (a "Term Extension"), but only upon mutual written agreement of the Parties. As used herein, "Term" shall mean the period of time beginning on the Commencement Date and ending on the last day of either the Initial Term or the last Term Extension, as applicable.

6. **TERMINATION.**

6.1 **TERMINATION WITH OR WITHOUT CAUSE.** Either party may terminate this Agreement with or without cause by giving the other party at least sixty (60) days' prior written notice of such termination ("Without Cause Notice of Termination").

6.2 **TERMINATION FOR BREACH.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, *provided* that, to effect such termination, the non-breaching party must give the breaching party at least thirty (30) days' prior written notice of the termination (a "Breach Notice of Termination") in the manner specified for notice herein and describe in such notice the breach claimed by the terminating party with reference to the section or section of this Agreement claimed to have been breached.

6.3 **IMMEDIATE TERMINATION BY HOSPITAL.** Hospital may terminate this Agreement immediately by written notice to Provider (an "Immediate Notice of Termination") upon occurrence of any of the following:

(a) conduct of Provider jeopardizing the health, safety or welfare of any person or the Hospital's or the Clinics' reputation;

(b) failure of Provider to maintain the insurances required by this Agreement or to provide evidence of the insurance;

(c) Conviction of Provider of any crime punishable as a felony;

(d) The attempt to assign this Agreement without Hospital's prior written consent;

(e) Provider's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;

(f) Provider's medical staff privileges at the Hospital, or any other healthcare facility, are in any way suspended, revoked, or otherwise restricted;

- (g) Medicare and/or Medi-Cal significantly changes the RHC program;
- (h) Hospital fails to maintain RHC status;
- (i) Provider's failure to comply with the standards of the Hospital's Compliance Program, to the extent that such failure results in material fine and or sanction from Medicare or Medi-Cal Program;
- (j) Provider fails to complete medical records in a timely fashion;
- (k) Provider inefficiently manages patients, and such inefficient management has not been cured after 30 days written notice from the Hospital;
- (l) Provider's inability to work with and relate to others, including, but not limited to patients and ancillary staff, in a respectful, cooperative and professional manner and such inability has not been cured after 30 days written notice from the Hospital;
- (m) Provider is unable to provide medical services under the terms of this Agreement due to a physical or mental disability;
- (n) Provider becomes impaired by the use of alcohol or the abuse of drugs; or
- (o) Provider commits any act of fraud as determined by reasonable discretion of Hospital whether related to any Provider's provision of professional services or otherwise.

6.4 EFFECTIVE DATE OF TERMINATION; OPPORTUNITY TO CURE. The effective date of termination of this Agreement shall be (i) in the case of a termination pursuant to Section 6.1, the date of termination specified in the Without Cause Notice of Termination, *provided* that the date specified in the notice shall not be less than sixty (60) days after the date such Without Cause Notice of Termination is given in the manner hereinafter specified for notices, (ii) in the case of a termination pursuant to Section 6.2, the date of termination specified in the Breach Notice of Termination, *provided* such date shall not be less than thirty (30) days after the date such Breach Notice of Termination is given in the manner hereinafter specified for notices, and (iii) in the case of a termination pursuant to Section 6.3, the date on which the Immediate Notice of Termination is given in the manner hereinafter specified for notices. If a party terminates this Agreement pursuant to either Section 6.1 or Section 6.3, the other party shall have no rights to cure or contest the termination of this Agreement. If a party terminates this Agreement pursuant to Section 6.2, the other party shall have the right to cure the breach described in the Breach Notice of Termination prior to the effective date of termination set forth in such notice, *provided* that, if the breach is not cured during such period, this Agreement shall automatically terminate on the date of termination set forth in the Breach Notice of Termination.

6.5 EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

6.6 MEDICAL STAFF PRIVILEGES; NO HEARING RIGHTS. Termination of this Agreement by Hospital for any reason shall not affect Provider's medical staff privileges, if any, and shall not provide Provider with the right to a fair hearing or any other rights more particularly set forth in the Hospital's Medical Staff Bylaws.

7. INDEPENDENT CONTRACTORS. In performing the services herein specified, Provider is acting as an independent contractor, and shall not be considered employees of Hospital or the Clinic. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Provider shall be liable for his own debts and obligations including the payment of all withholding, social security and other income taxes and benefits. As an independent contractor, Provider is responsible for filing such tax returns and paying such self-employment taxes as may be required by law or regulations. The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. INSURANCE AND INDEMNIFICATION.

8.1 PROFESSIONAL LIABILITY INSURANCE. Provider, at Provider's sole expense, shall keep continuously in force during the entire Term of this Agreement a professional liability insurance policy with minimum limits of liability of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate covering Provider for the Services provided under this Agreement. Provider will provide Hospital with no less than thirty (30) days' advance written notice of any coverage changes or cancellation of the policy. Provider will provide Hospital with evidence of coverage as stated above, showing professional liability coverage. All professional liability coverage must meet the requirements of the Medical Staff and Medical Staff Bylaws. The coverage required by this Section 8.1 shall be either on an occurrence basis or on a claims made basis. If the coverage is on a claims made basis, not less than 30 days prior to the termination of Provider's claims made coverage, Provider shall be obligated to provide evidence to Hospital of continued coverage for claims which arise from Provider's services either by (i) evidence of continued effect of a claims made policy which provides coverage for all claims arising out of incidents occurring prior to the termination of such coverage, or (ii) evidence of an extended reporting period endorsement or "tail insurance" for all claims arising out of incidents occurring prior to termination of such coverage, and shall provide the District with a certificate evidencing such tail or retroactive coverage.

8.2 INDEMNIFICATION. Provider shall fully, completely and unconditionally indemnify, defend and hold harmless Hospital, and Hospital's governing board, directors, officers, employees, agents and affiliates, (a) 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) arising out of or relating to, or alleged to arise out of or relate to, negligent acts or omissions of Provider; (b) 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) arising out of or relating to, or alleged to arise out of or relate to intentional acts or omissions of Provider including, without limitation, any acts or omissions found by a trier of fact to constitute unlawful or fraudulent acts or omissions; (c) 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) arising out of or relating to, or alleged to arise out of or relate to any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent or intentional act, error or omission of Provider; (d) 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) arising out of or relating to, or alleged to arise out of or relate to the use of any copyrighted materials or patented inventions by Provider; and/or (e) 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) arising out of or relating to, or alleged to arise out of or relate to Provider's breach of its warranties or obligations under this Agreement.

8.3 **SURVIVAL.** The provisions of this Section 8 shall survive expiration or termination of this Agreement, regardless of the cause of such termination.

9. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of Services rendered to Hospital pursuant to this Agreement is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Provider agrees that at least for four (4) years after the furnishing of such Services, Provider shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services. The provision of this Section 9 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

10. **CONFIDENTIALITY.**

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

10.2 Provider recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Hospital hereunder, Provider may have access to certain information of Hospital or the Clinic that is confidential and constitutes valuable, special and unique property of Hospital. Except pursuant to Provider's duties hereunder, Provider shall not, at any time, either during or after the term of this Agreement, disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, any confidential or proprietary information of Hospital or the Clinic, including without limitation information that concerns patients, costs, or treatment methods developed by Hospital and information that is not otherwise available to the public.

10.3 Except for disclosure to Provider's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), Provider shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement entitling Hospital to immediately terminate this Agreement.

10.4 The provisions of this Section 10 shall survive expiration or termination of this Agreement, regardless of the cause of such termination.

11. **REQUIRED DISCLOSURES.** Provider shall notify Hospital in writing as soon as possible (but in any event within three business days) after any of the following events occurs:

(a) Provider's license to practice as an optometrist in the State or any other jurisdiction lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction;

(b) Provider's medical staff privileges at any health care facility are denied, suspended, revoked, terminated, relinquished under threat of disciplinary action or made subject to terms of probation or other restriction;

(c) Provider's Drug Enforcement Agency number is revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way;

(d) Provider is sanctioned by, excluded or otherwise declared ineligible to participate in, or barred or suspended from, Medicare, Medicaid or any other federal health care program, or is convicted of an offense related to health care;

(e) Provider becomes the subject of a disciplinary or other proceeding or action before any governmental, professional, medical staff or peer review body; or

(f) An event occurs that substantially interrupts all or a portion of Provider's professional practice or that materially adversely affects Provider's ability to perform its obligations hereunder.

12. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the County of San Bernardino in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State of California. The Parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties.

13. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State of California and such governing law shall survive the expiration or other termination of this Agreement.

14. **NO DISCRIMINATION; HARASSMENT, OR RETALIATION.** Provider agrees to treat in a nondiscriminatory manner any and all patients receiving medical benefits or assistance under any federal health care program. The Parties are prohibited from engaging in any discriminatory, harassing, or retaliatory conduct, and Provider agrees to fully comply with all applicable local, state and federal anti-discrimination and employment-related regulations and laws.

15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The Parties hereby acknowledge and agree that electronic signatures that comply with the eSign Act (15 U.S.C. Ch. 96) (such as DocuSign signatures), or signatures transmitted by electronic mail in so-called "PDF" format or by fax shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered.

16. **NOTICES.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and be deemed effectively given if given in writing (i) on the date tendered by personal delivery or (ii) on the date tendered for delivery by nationally recognized overnight courier, in any event addressed as follows:

If to BVCHD: Bear Valley Community Healthcare District
 P.O. Box 1649
 41870 Garstin Drive
 Big Bear Lake, California 92315
 Attn: Chief Executive Officer

If to Provider: Eric Saidi, O.D.
 P.O. Box 2820
 Big Bear Lake, California 92315

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. **WAIVER.** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

18. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

19. **ASSIGNMENT; BINDING EFFECT.** Neither Party shall assign or transfer this Agreement in whole or in part, or assign or delegate any of its rights, duties or obligations under this Agreement without the prior written consent of both Parties. This Agreement shall inure to

the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

20. **FINANCIAL OBLIGATION.** Provider shall not incur any financial obligation on behalf of Hospital.

21. **REFERRALS.** The Parties acknowledge that none of the benefits granted Provider hereunder are conditioned on any requirement that Provider make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital. The parties further acknowledge that Provider is not restricted from establishing staff privileges at, referring any patient to, or otherwise generating any business for, any other facility of their choosing.

22. **NON-EXCLUSIVE.** Nothing herein shall be construed to impair the right of Provider to engage in the private practice of medicine or his or her specialty, subject to the bylaws, rules, regulations and policies of Hospital. Provider acknowledges that nothing in this Agreement prevents Hospital from contracting with other providers to provide professional services in the Specialty.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

HOSPITAL:	PROVIDER:
Bear Valley Community Healthcare District, a California local healthcare district	Eric Saidi, O.D., an individual
By: _____ Steven Baker President, Board of Directors	By: _____ Eric Saidi, O.D.
By: _____ Evan Rayner Chief Executive Officer	



Date: February 2, 2024
To: Board of Directors
From: Evan Rayner, CEO
Re: Prashanth Kumar, MD Nephrology Clinic Service Agreement
Michael Chin, MD/General Surgery Clinic Service Agreement

Discussion:

Prashanth Kumar, MD Nephrology Agreement is a **renewal** agreement to provide services at the FHC. Dr. Kumar has provided services with the district since February 2022. The agreement is a two-year agreement with a 90 day without cause term.

Michael Chin, MD Clinic Agreement is a **renewal** agreement to provide services at the FHC. Dr. Chin has provided services with the district since March 13, 2020. The agreement is a two-year agreement with a 90 day without cause term.

Recommendation:

To approve Prashanth Kumar, MD Nephrology Clinic Service Agreement with a \$75.00 per patient encounter and Michael Chin, MD Clinic Service Agreement with a \$75.00 per patient encounter as presented.

Contract Cover Sheet



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PHYSICIAN AGREEMENT FOR SERVICES AT THE RURAL HEALTH CLINICS
WITH
PRASHANTH KUMAR, MD
DBA
HIGH DESERT NEPHROLOGY MEDICAL ASSOCIATES INC.**

THIS PHYSICIAN AGREEMENT ("Agreement") is made and entered into as of the 10th day of February 2024 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Prashanth Kumar, M.D. ("Physician").

RECITALS

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

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

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

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

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

1. Physician shall provide professional physician services at the Clinic on an as needed basis as agreed upon by Hospital and Physician.
2. Physician shall maintain medical records for all patients consistent with standard industry practices and shall provide such other record keeping and administrative services as may be reasonably requested by Hospital. All medical records remain the property of the Hospital.
3. Physician shall cooperate with any quality management and utilization management programs instituted by Hospital.

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

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

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

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

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

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

SECTION II. REPRESENTATIONS AND WARRANTIES

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

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

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

SECTION III. INDEMNIFICATION OF LIABILITY.

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

SECTION IV. INDEPENDENT CONTRACTOR.

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

SECTION V. COMPENSATION.

At the end of each month, Physician shall submit to the administration a completed time sheet of time spent in the Family Health Clinic seeing patients. Upon receipt of completed and signed provider time sheet for services rendered under this Agreement, Hospital shall pay Physician, as for sole compensation hereunder, on a fee per visit basis at \$75.00 (Seventy-Five Dollars) per visit or telemedicine encounter "No charge/courtesy" visits are not eligible for provider payment. Hospital will provide Physician a list of patients seen per Hospital records that supports the payment made to Physician. All patient billings for Physician services remain the property of Hospital. Monthly payments to Physician shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.

SECTION VI. COMPLIANCE.

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

At a minimum, Physician is expected to:

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

SECTION VII. TERM.

This Agreement is effective from February 10, 2024 to February 09, 2026; however, this Agreement is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

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

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

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

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

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

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

SECTION IX. CONFIDENTIALITY.

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

SECTION X. INSURANCE.

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

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

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

SECTION XI. ASSIGNMENT.

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

SECTION XII. NOTICES.

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

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

Physician: Prashanth Kumar, MD
Dba: High Desert Nephrology Medical Associates Inc.
1183 Amethyst Road, Suite 100
Victorville, CA 92392

SECTION XIII. PRE EXISTING AGREEMENT.

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

SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.

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

SECTION XV. ENTIRE AGREEMENT.

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

SECTION XVI. SEVERABILITY.

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

SECTION XVII. GOVERNING LAW.

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

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

SECTION XVIII. REFERRALS.

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

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XX. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

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

Dated: _____ By: _____
Evan Rayner, CEO
Bear Valley Community Healthcare District
PO Box 1649
Big Bear Lake, CA 92315

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

Dated: _____ By: _____
Prashanth Kumar, MD
Dbas: High Desert Nephrology Medical
Associates Inc.
1183 Amethyst Road, Suite 100
Victorville, CA 92392



Date: February 2, 2024
To: Board of Directors
From: Evan Rayner, CEO
Re: Omeed Ahadiat, MD

Discussion:

BVCHD is proposing a contract with Omeed Ahadiat, MD. Dr. Ahadiat is a Dermatologist who is currently on medical staff. Dr. Ahadita will be providing Dermatology services at our clinic. Dr, Ahadita will provide services on a mutually agreed schedule (as needed basis).

This is a new agreement for Dermatology Services and many of the services are covered by Medical.

Recommendation:

The Board to review and approve Omeed Ahadiat, MD Dermatology Service Agreement as presented:

- Approval of the clinic agreement
- Effective 2/1/24 Expires 1/31/25
- Termination is 45 day without cause
- \$75.00 per patient encounter



Contract Cover Sheet

Contract Name: Omeed Ahadiat, MD

Purpose of Contract: Dermatology Services

Contract # _____ Effective Date: 2/1/24 Term: 1 year Cost: \$75.00 p/p

Originating Department Name: FHC/RHC Department Number: _____

Department Manager Signature: [Signature] Date: 12/14/23

BAA: ☒ Yes ☐ No

W-9: ☒ Yes ☐ No

Administrative Officer Signature: _____ Date: _____

HIPAA/Security Officer
(Software/EHR Related) Signature: _____ Date: _____

HIPAA Privacy Officer
(BAA applicable) Signature: _____ Date: _____

Legal Counsel Signature: via email Date: 12/19/23

Compliance Officer Signature: Mary Norman Date: 01/03/24

Chief Financial Officer Signature: _____ Date: _____

Chief Executive Officer Signature: [Signature] Date: 1/15/24

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



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
DERMATOLOGIST AGREEMENT FOR SERVICES AT THE RURAL HEALTH CLINICS
WITH
OMEED AHADIAT, MD**

This DERMATOLOGIST AGREEMENT ("Agreement") is made and entered into as of the 1st day of February 2024 by and between Bear Valley Community Healthcare District, a California local healthcare district, ("Hospital") and Omeed Ahadiat, MD ("Dermatologist").

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 other providers to provide treatment to the Clinic's patients.

WHEREAS, Dermatologist is duly licensed to practice medicine in the State of California by the Medical Board of California with a specialty in dermatology and is qualified to perform the services for the Clinic's patients.

WHEREAS, Hospital desires to retain the services of Dermatologist to provide professional services, and Dermatologist 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 DERMATOLOGIST.

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

1. Dermatologist shall provide dermatology services at the Clinic on an as needed basis as agreed upon by Hospital and Dermatologist with such services including both in person visits with patients at the Clinic and telemedicine visits with patients at the Clinic.
2. Dermatologist will supply all instruments or other items needed to carry out the dermatology services. Dermatologist agrees to only use instruments and supplies that comply with industry standards, any and all applicable regulations including, but not limited to, California Code of Regulations, Title 16, Section 1399.454, and to purchase such instruments and supplies from reputable sources.
3. Dermatologist shall be responsible for disposing of any supplies or instruments used as required by any and all applicable rules and regulations governing the practice of dermatology.

4. Dermatologist shall maintain records for all patients consistent with standard industry practices and shall provide such other record keeping and administrative services as may be reasonably requested by Hospital. All medical records remain the property of the Hospital.
 5. Dermatologist 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, Dermatologist agrees as follows:
1. Until the expiration of four (4) years after the furnishing of such Services, Dermatologist 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 Dermatologist shall enforce, a clause to the same effect as subparagraph 1. immediately above.
- The availability of Dermatologist'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. Dermatologist will not carry out any of the duties of the Agreement through a subcontract.
- D. **ETHICS.** In performing services under this Agreement, Dermatologist shall use his/her best and most diligent efforts and professional skills; perform professional supervisory services; render care to patients in accordance with and in a manner consistent with the high standards of medicine; and comply with the Hospital's rules and regulations.
- E. In respect to Dermatologist's performance of Dermatologist's professional duties, the Hospital shall neither have nor exercise control or direction over the specific methods by which Dermatologist performs Dermatologist'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. Dermatologists recognize that the professional reputation of the Hospital is a unique and valuable asset. Dermatologist 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.** Dermatologist shall notify Hospital in writing within three (3) business days after the occurrence of any one or more of the following events:

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

SECTION II. REPRESENTATIONS AND WARRANTIES

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

- A. Dermatologist is not bound by any agreement or arrangement which would preclude Dermatologist from entering into, or from fully performing the services required under this Agreement;
- B. Dermatologist's license to practice dermatologist 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. Dermatologist's privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- D. Dermatologist 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. Dermatologist has not in the past conducted and is not presently conducting Dermatologist's practice in such a manner as to cause Dermatologist 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. Dermatologist 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. Dermatologist 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 Dermatologist 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 Dermatologist; and (2) any allegation of substandard care or professional misconduct raised against Dermatologist by any person, organization, governmental agency, health care facility, peer review organization or professional society.
- H. Dermatologist agrees to promptly disclose any change to the status of his/her license or any changes the status of any privileges Dermatologist may have at any other health care facility;
- I. Dermatologist shall deliver to the Hospital promptly upon request copies of all certificates, registrations, certificates of insurance and other evidence of Dermatologist's compliance with the foregoing as reasonably requested by the Hospital; and
- J. Dermatologist 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 Dermatologist to Hospital/Clinic's patients. If Hospital/Clinic deems it advisable for Dermatologist to contract with a payer with which Hospital/Clinic has a contract, Dermatologist agrees in good faith to negotiate a contractual agreement equal to the reasonable prevailing reimbursement rates for Dermatologists within the geographic area of Hospital/Clinic.

SECTION III. INDEMNIFICATION.

Dermatologist agrees to indemnify, defend and hold harmless Hospital and its governing board, officers, employees and agents from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), alleged to be caused by or arising from: (1) any acts or omissions of Dermatologist; (2) any violations of federal, state, or local statutes or regulations arising out of or resulting from any act, error or omission of Dermatologist; (3) the use of any copyrighted materials or patented inventions by Dermatologist; or (4) Dermatologist'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, Dermatologist 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. Dermatologist shall be liable for Dermatologist's own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits.

As an independent contractor, Dermatologist 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, Dermatologist 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 Dermatologist, as for sole compensation hereunder, on a fee per visit basis at \$75.00 (Seventy-Five Dollars) per visit. A billable visit is a face to face encounter or a telemedicine visit 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 Dermatologist a list of patients seen per Hospital records that supports the payment made to Dermatologist. All patient billings for Dermatologist services remain the property of Hospital. Monthly payments to Dermatologist 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, Dermatologist agrees to act in compliance with all laws and regulations. Hospital has completed a Compliance Program to assure compliance with laws and regulations. Dermatologist is therefore expected to comply with the policies of the Hospital Compliance Program.

At a minimum, Dermatologist is expected to:

1. Be aware of those procedures which affect the Dermatologist and which are necessary to implement the Compliance Program, including the mandatory duty of Dermatologist 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 Dermatologist'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 Dermatologist'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 February 1, 2024 to January 31, 2025; 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 Dermatologist based on the occurrence of any of the following events:
1. Dermatologist's license to practice medicine is suspended, revoked, terminated, or otherwise restricted;
 2. Dermatologist's privileges at the Hospital, or any other healthcare facility, are in any way suspended, revoked, or otherwise restricted;

3. Medicare and/or Medi-Cal significantly changes the RHC program;
4. Hospital fails to maintain RHC status;
5. This Agreement is terminated or expires;
6. Dermatologist'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. Dermatologist fails to complete patient records in a timely fashion;
8. Dermatologist fails to maintain the minimum professional liability insurance coverage;
9. Dermatologist inefficiently manages patients and such inefficient management has not been cured after 30 days written notice from the Hospital;
10. Dermatologist'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. Dermatologist is unable to provide services under the terms of this Agreement due to a physical or mental disability;
12. Dermatologist becomes impaired by the use of alcohol or the abuse of drugs;
13. Dermatologist is convicted of any criminal offense, regardless of whether such action arose out of Dermatologist's provision of professional services;
14. Dermatologist commits any act of fraud as determined by reasonable discretion of the Board whether related to the Dermatologist's provision of services or not; or
15. A mutual written agreement terminating this Agreement is entered into between the Hospital and Dermatologist.

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

C. Either party may terminate this Agreement, without cause, by providing the other party forty-five (45) days prior written notice of termination.

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

A. Dermatologist 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 or Clinic patients, and Dermatologist 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 patients receiving treatment of any kind, including treatment for alcohol and drug abuse. Dermatologist 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.

B. Dermatologist recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Hospital hereunder, Dermatologist may have access to certain information of Hospital, or the Clinic that is confidential and constitutes valuable, special and unique property of Hospital. Except pursuant to Dermatologist's duties hereunder, Dermatologist shall not, at any time, either during or after the term of this Agreement, disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, any confidential or proprietary information of Hospital, or the Clinics, including without limitation information that concerns patients, costs, or treatment methods developed by Hospital and information that is not otherwise available to the public.

C. Except for disclosure to Dermatologist's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), Dermatologist shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement entitling Hospital to immediately terminate this Agreement.

D. The provisions of this Section IX shall survive expiration or termination of this Agreement, regardless of the cause of such termination.

SECTION X. INSURANCE.

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

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

SECTION XI. ASSIGNMENT.

Dermatologist 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: Evan Rayner, Chief Executive Officer
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dermatologist: Omeed Ahadiat, MD
20270 Kline Lane
Yorba Linda, CA 92887

SECTION XIII. PRE EXISTING AGREEMENT.

This Contract replaces and supersedes any and all prior arrangements or understandings by and between Hospital and Dermatologist 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 dermatology and/or medicine.

SECTION XV. ENTIRE AGREEMENT.

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

SECTION XVI. SEVERABILITY.

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

SECTION XVII. GOVERNING LAW.

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

SECTION XVIII. REFERRALS.

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

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

The parties are prohibited from engaging in any discriminatory, harassing, or retaliatory conduct, and Dermatologist 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: _____
Evan Rayner, CEO
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____ By: _____
Steven Baker, President, Board of Directors
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____ By: _____
Omeed Ahadiat, MD
20270 Kline Lane
Yorba Linda, CA 92887

Contract Cover Sheet



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
PHYSICIAN AGREEMENT FOR SERVICES AT THE RURAL HEALTH CLINICS
WITH
MICHAEL CHIN, MD
DBA
MISSION SURGICAL CLINIC**

THIS PHYSICIAN AGREEMENT ("Agreement") is made and entered into as of the 13th day of March 2024 by and between Bear Valley Community Healthcare District (a public entity), ("Hospital") and Michael Chin, M.D. ("Physician").

RECITALS

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

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

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

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PHYSICIAN.

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

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

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

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

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

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

SECTION II. REPRESENTATIONS AND WARRANTIES

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

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

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

SECTION III. INDEMNIFICATION OF LIABILITY.

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

SECTION IV. INDEPENDENT CONTRACTOR.

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

SECTION V. COMPENSATION.

At the end of each month, Physician shall submit to the administration a completed time sheet of time spent in the Family Health Clinic seeing patients. Upon receipt of completed and signed provider time sheet for services rendered under this Agreement, Hospital shall pay Physician, as for sole compensation hereunder, on a fee per visit basis at \$75.00 (Seventy-Five Dollars) per visit. "No charge/courtesy" visits are not eligible for provider payment. Hospital will provide Physician a list of patients seen per Hospital records that supports the payment made to Physician. All patient billings for Physician services remain the property of Hospital. Monthly payments to Physician shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.

SECTION VI. COMPLIANCE.

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

At a minimum, Physician is expected to:

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

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

SECTION VII. TERM.

This Agreement is effective from March 13, 2024 to March 12, 2026; however, this Agreement is subject to early termination as provided in Section. VIII. below.

SECTION VIII. EARLY TERMINATION.

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

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

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

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

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

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

SECTION IX. CONFIDENTIALITY.

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

SECTION X. INSURANCE.

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

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

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

SECTION XI. ASSIGNMENT.

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

SECTION XII. NOTICES.

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

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

Physician: Michael S. Chin, MD
Db: Mission Surgical Clinic
2575 Stewart St.
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 Physician with regard to the subject matter hereof.

SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.

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

SECTION XV. ENTIRE AGREEMENT.

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

SECTION XVI. SEVERABILITY.

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

SECTION XVII. GOVERNING LAW.

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

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

SECTION XVIII. REFERRALS.

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

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XX. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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


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

Dated: _____ By: _____
Evan Rayner, CEO
Bear Valley Community Healthcare District
PO Box 1649
Big Bear Lake, CA 92315

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

Dated: _____ By: _____
Michael Chin, MD
Dba: Mission Surgical Clinic
2575 Stewart St.
Riverside, CA 92503



Date: January 31, 2024
To: Board of Directors
From: Evan Rayner, CEO 
Re: Pacific Pulmonary Medical Group Service Agreement

Background:

Administration is proposing contracting with Pacific Pulmonary Medical Group (PPMG) who will be providing Pulmonary\Sleep Study services at BVCHD and its clinics. This is the beginning of several areas of relationships with Pacific pulmonary Group headed up by Ahmed El-Bershawi, MD. PPMG consists of twenty-eight providers including ;(Pulmonary \Critical Care \sleep, Neuro- critical care, Thoracic Surgery). PPMG will be bringing both clinic consultations and sleep disorders studies to BVCHD and the region.

Phase II with PPMG will include the support of intensivist critical care medicine and Tele ICU services upon further development with the ICU. However, at this time, BVCHD is only pursuing clinic services and sleep study services with PPMG. BVCHD clinics refer out approximately 80 sleep studies per year. Next stage will incorporate emergency room intensivist coverage. The physician group will provide services on a mutually agreed schedule (as needed basis) at our clinic in person and through telemedicine.

Pacific Pulmonary Medical Group are the contracted Intensivists at Riverside Community Hospital and Parkview Community Hospital and are also on staff at several other hospitals in Los Angeles and Orange County regions. PPMG are also Associate Clinical Professors of Pulmonary and Critical Care medicine at UCR School of Medicine

This agreement is to be activated upon completion of credentialing with the medical staff and BVCHD governance approval.

Recommendation:

To review and approve the Pacific Pulmonary service agreement as presented:

- Approval of the clinic service agreement
- Effective 04/01/24 Expires 3/30/26
- Termination 60 days without cause
- \$75.00 per patient visit-On site or telemedicine
- MGMA Compensation data(attachment)

Pulmonology / Critical Care Medicine

Specialty	All Practice Types				
	10th %tile	25th %tile	Median	75th %tile	90th %tile
Collections 0% TC	\$231,555	\$311,354	\$416,151	\$621,948	\$905,576
Collections to Total RVUs Ratio	\$12.38	\$20.73	\$30.04	\$37.83	\$71.94
Collections to Work RVUs Ratio	\$41.80	\$46.16	\$52.41	\$61.00	\$101.62
Compensation to Collections Ratio	0.737	0.969	1.231	1.503	2.078
Compensation to Gross Charges Ratio	0.279	0.339	0.434	0.539	0.858
Compensation to Total RVUs Ratio	\$19.01	\$30.79	\$43.49	\$53.40	\$62.71
Compensation to Work RVUs Ratio	\$51.05	\$59.01	\$71.40	\$92.02	\$114.94
Gross Charges 0% TC	\$577,050	\$849,650	\$1,209,894	\$1,741,608	\$2,598,637
Retirement Benefits	\$8,728	\$16,136	\$23,323	\$30,800	\$40,500
Total Compensation	\$318,178	\$401,198	\$482,216	\$582,118	\$753,715
Total Encounters	1,326	1,982	2,868	3,892	5,500
Total RVUs	7,274	9,441	11,798	16,592	28,254
Work RVUs	3,663	5,283	6,825	8,619	12,222
Work RVUs to Total Encounters Ratio	1.67	2.04	2.57	3.39	4.24



Contract Cover Sheet

Contract Name: Pacific Pulmonary

Purpose of Contract: Pulmonary Clinic Service Agreement

Contract # _____ Effective Date: 4/1/24 Term: 2 year Cost: 75.00 p/p

Originating Department Name: _____ Department Number: _____

Department Manager Signature: _____ Date: _____

BAA: ☒ Yes ☐ No

W-9: ☒ Yes ☐ No

Administrative Officer Signature: _____ Date: _____

HIPAA/Security Officer
(Software/EHR Related) Signature: _____ Date: _____

HIPAA Privacy Officer
(BAA applicable) Signature: _____ Date: _____

Legal Counsel Signature: Via email Date: 1/30/24

Compliance Officer Signature: Mary Norman Date: 1/31/24

Chief Financial Officer Signature: _____ Date: _____

Chief Executive Officer Signature: _____ Date: _____

Board of Directors
When Applicable Signature: _____ Date: _____

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

2. Copy of BAA forwarded to HIPAA Privacy Officer Date: _____

3. Copy of Contract/BAA/W-9 forwarded to Department Manager: Date: _____

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

5. Copy of Contract/BAA/W-9 scanned/mailed to Controller: Date: _____

Contract Cover Sheet

CONFIDENTIAL NOTICE:

Note: This document and attachments are covered by CA Evidence Code 1157 and CA Health and Safety Code 1370.
NOTICE TO RECIPIENT: If you are not the intended recipient of this, you are prohibited from sharing, copying or otherwise using or disclosing its contents. If you have received this document in error, please notify the sender immediately by reply email and permanently delete this document and any attachments without reading, forwarding or saving them. Thank you
Updated 07/2018



PROFESSIONAL SERVICES AGREEMENT - RURAL HEALTH CLINICS

This Professional Services Agreement – Rural Health Clinics ("Agreement") is made and entered into as of April 01, 2024 by and between Bear Valley Community Healthcare District, a California local healthcare district, ("Hospital") and Pacific Pulmonary Medical Group, a California professional corporation ("Provider"). BVCHD and Provider are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

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

WHEREAS, Provider is a medical group that employs or contracts with qualified pulmonologists licensed by the Medical Board of California to practice medicine and is qualified to perform pulmonology services for the Clinic's patients (each a "Physician" and collectively, the "Physicians").

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

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

AGREEMENTS

SECTION I. RESPONSIBILITIES OF PROVIDER.

- A. SERVICES. During the term of this Agreement, Provider agrees to the following:
1. Provider's Physicians shall provide professional physician services at the Clinic on an as needed basis as agreed upon by Hospital and Provider.
 2. Provider and the Physicians shall maintain medical records for all patients consistent with standard industry practices and shall provide such other record keeping and administrative services as may be reasonably requested by Hospital. All medical records remain the property of the Hospital.
 3. Provider and the Physicians shall cooperate with any quality management and utilization management programs instituted by Hospital.

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

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

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

- C. Provider will not carry out any of the duties of the Agreement through a subcontract.
- D. **ETHICS.** In performing services under this Agreement, Provider and Physicians shall use their 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 themselves in a manner consistent with the principles of medical ethics promulgated by the American Medical Association; and comply with the Hospital's rules and regulations.
- E. In respect to the performance of the Physicians' professional duties, the Hospital shall neither have nor exercise control or direction over the specific methods by which the Physicians perform their professional clinical duties. The Hospital's sole interest shall be to ensure that such duties are rendered in a competent, efficient and satisfactory manner.
- F. Provider recognizes that the professional reputation of the Hospital is a unique and valuable asset. Provider and Physicians shall not make any negative, disparaging or unfavorable comments regarding the Hospital or any of its owners, officers and/or employees to any person, either during the term of this Agreement or following termination of this Agreement.
- G. **NOTIFICATION OF CERTAIN EVENTS.** Provider shall notify Hospital in writing within three (3) business days after the occurrence of any one or more of the following events:
1. Any Physician's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
 2. Provider or any Physician becomes the subject of any suit, action or other legal proceeding arising out of Provider's or Physician's professional services;
 3. Provider is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

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

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

SECTION II. REPRESENTATIONS AND WARRANTIES

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

- A. Provider and Physicians are not bound by any agreement or arrangement which would preclude Provider from entering into, or from fully performing the services required under this Agreement;
- B. No Physician's license to practice medicine in the State of California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;
- C. No Physician's medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- D. Provider and the Physicians shall perform the services required hereunder in accordance with: (1) all applicable federal, state, and local laws, rules and regulations; (2) all applicable standards of care of relevant accrediting organizations; and (3) all applicable Bylaws, Rules and Regulations of Hospital and its Medical Staff;
- E. Provider and the Physicians have not in the past conducted and are not presently conducting Provider's medical practice in such a manner as to cause Provider or any Physician to be suspended, excluded, barred or sanctioned under the Medicare or Medi-Cal Programs or any government licensing agency, and has never been convicted of an offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation;
- F. Each Physician has, and shall maintain throughout the term of this Agreement, an unrestricted license to practice medicine in the State of California and staff membership privileges at Hospital;
- H. Provider has disclosed and will at all times during the term of this Agreement promptly disclose to the Hospital: (1) the existence and basis of any legal, regulatory, professional or other proceeding against Provider instituted by any person, organization, governmental agency, health care facility, peer review organization, or professional society which

involves any allegation of substandard care or professional misconduct raised against and (2) any allegation of substandard care or professional misconduct raised against Physician by any person, organization, governmental agency, health care facility, peer review organization or professional society.

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

SECTION III. INDEMNIFICATION OF LIABILITY.

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

SECTION IV. INDEPENDENT CONTRACTOR.

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

SECTION V. COMPENSATION.

At the end of each month, Provider shall submit to the administration a completed time sheet of time spent in the Family Health Clinic seeing patients. Upon receipt of completed and signed provider time sheet for services rendered under this Agreement, Hospital shall pay Provider, as sole compensation hereunder, on a fee per visit basis on site or telemedicine at \$75.00 (Seventy-Five Dollars) per visit. "No charge/courtesy" visits are not eligible for provider payment. Hospital will provide Provider a list of patients seen per Hospital records that supports the payment made to Provider. All patient billings for Provider and the Physician's services under this Agreement remain the property of Hospital and Provider shall execute such documents as may be necessary for Hospital to bill and collect for such services.. Monthly payments to Provider shall be made on or before the 10th (tenth) day of the month, following the month in which services are rendered.

SECTION VI. COMPLIANCE.

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

At a minimum, Provider and each Physician is expected to:

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

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

SECTION VII. TERM.

This Agreement is effective from April 01, 2024 to March 30, 2026 unless sooner terminated in accordance with the terms of this Agreement.

SECTION VIII. EARLY TERMINATION.

- A. Hospital may terminate this Agreement immediately upon written notice to Provider based on the occurrence of any of the following events:
1. Any Physician's license to practice medicine is suspended, revoked, terminated, or otherwise restricted provided however, that if such Physician is removed, such conduct of said Physician shall not give rise to the termination right herein;
 2. Any Physician's medical staff privileges at the Hospital, or any other healthcare facility, are in any way suspended, revoked, or otherwise restricted provided however, that if such Physician is removed, such conduct of said Physician shall not give rise to the termination right herein;
 3. Medicare and/or Medi-Cal significantly changes the RHC program;
 4. Hospital fails to maintain RHC status;

5. Provider's failure to comply with the standards of the Hospital's Compliance Program, to the extent that such failure results in material fine and or sanction from Medicare or Medi-Cal Program;
6. Any Physician fails to complete medical records in a timely fashion provided however, that if such Physician is removed, such conduct of said Physician shall not give rise to the termination right herein;
7. Provider fails to maintain the minimum professional liability insurance coverage;
8. Any Physician inefficiently manages patients and such inefficient management has not been cured after 30 days written notice from the Hospital provided however, that if such Physician is removed, such conduct of said Physician shall not give rise to the termination right herein;
9. Any Physician's inability to work with and relate to others, including, but not limited to patients and ancillary staff, in a respectful, cooperative and professional manner and such inability has not been cured after 30 days written notice from the Hospital provided however, that if such Physician is removed, such conduct of said Physician shall not give rise to the termination right herein;
10. Any Physician is unable to provide medical services under the terms of this Agreement due to a physical or mental disability provided however, that if such Physician is removed, such conduct of said Physician shall not give rise to the termination right herein;
11. Any Physician or Provider becomes impaired by the use of alcohol or the abuse of drugs provided however, that if such Physician is removed, such conduct of said Physician shall not give rise to the termination right herein;
12. Provider or any Physician is convicted of any criminal offense, regardless of whether such action arose out of Provider's provision of professional services provided however, that if such Physician is removed, such conduct of said Physician shall not give rise to the termination right herein;
13. Provider or any Physician commits any act of fraud as determined by reasonable discretion of the Board whether related to the Provider's provision of professional services or otherwise provided however, that if such Physician is removed, such conduct of said Physician shall not give rise to the termination right herein; or
14. A mutual written agreement terminating this Agreement is entered into between the Hospital and Provider.

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

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

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

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

SECTION IX. CONFIDENTIALITY.

A. Provider and Physicians 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 or Clinic patients, and Provider and Physicians 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 patients receiving treatment of any kind, including treatment for alcohol and drug abuse. Provider and Physicians are 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.

B. Provider recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Hospital hereunder, Provider and Physicians may have access to certain information of Hospital, or the Clinic that is confidential and constitutes valuable, special and unique property of Hospital. Except pursuant to their duties hereunder, Provider and Physicians shall not, at any time, either during or after the term of this Agreement, disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, any confidential or proprietary information of Hospital, or the Clinics, including without limitation information that concerns patients, costs, or treatment methods developed by Hospital and information that is not otherwise available to the public.

C. Except for disclosure to Provider's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), Provider shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement entitling Hospital to immediately terminate this Agreement.

D. The provisions of this Section IX shall survive expiration or termination of this Agreement, regardless of the cause of such termination.

SECTION X. INSURANCE.

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

SECTION XI. ASSIGNMENT.

Provider shall not assign or transfer this Agreement in whole or in part, or assign or delegate any of its rights, duties or obligations under this Agreement, in each case without the prior written consent of Hospital, and any assignment, transfer or delegation without the prior written consent of Hospital shall be null and void.

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: Evan Rayner, Chief Executive Officer
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

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

SECTION XIII. PRE-EXISTING AGREEMENT.

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

SECTION XIV. HOSPITAL NOT PRACTICING MEDICINE.

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

SECTION XV. ENTIRE AGREEMENT.

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

SECTION XVI. SEVERABILITY.

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

SECTION XVII. GOVERNING LAW.

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

SECTION XVIII. REFERRALS.

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

SECTION XIX. ANTI-HARASSMENT/DISCRIMINATION/RETALIATION

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

SECTION XX. HIPAA BUSINESS ASSOCIATE AGREEMENT.

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

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

Dated: _____ By: _____
Evan Rayner, CEO
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____ By: _____
Steven Baker, President, Board of Directors
Bear Valley Community Healthcare District
P. O. Box 1649
Big Bear Lake, CA 92315

Dated: _____ By: _____
Pacific Pulmonary Medical Group[
4234 Riverwalk Pkwy, Suite 230
Riverside, CA 92505

Thank you Bear Valley Family for our Partnership					
	Ovation Solution	Leader	Coverage	2022 - 2023	Comments
Key	Focus Items This Month	Focus Items This Year	Completed This Year	Updated This Month	
Coverage	WIC - Within Contract				
Return On Investment					
			2022	2023	
Direct Ovation Business Partner Benefits			\$ 338,820	\$ 310,072	
Indirect Ovation Business Partner Benefits			\$ 288,805	\$ 235,469	
			\$ 627,625	\$ 545,541	
Professional Fees			\$ 320,488	\$ 338,421	
Return On Investment-Dollars			\$ 307,137	\$ 207,120	
Return On Investment-Percentage			95.8%	61.2%	

	Ovation Solution	Leader	Coverage	2022-2023	Comments
Strategy & Positioning	CEO Advisement	GVP	WIC	Ongoing support with the CEO on operations.	Monthly calls with the CEO on various topics.
	CHA Discussion with MedPac	HFR Team	WIC	Assistance and support to CHA and BVCHD for reform on MC Advantage plans and improved reimbursement.	John Waltko and David Perry working with Evan.
	Reviewing Rural Residency program funding for GME	John Waltko	WIC	Assist Evan with exploration of funding a rural residency program.	Goal is to have a plan for 2024, start program in 2025.
	Ongoing Strategy Advisement	Strategy Team	WIC	Ongoing support for the Strategic and Business plans. Quarterly check-ups with the Board/Hospital.	Quarterly update given at December meeting.
	Strategic Planning	Strategy Team	WIC	Strategic Planning to begin Q1 2024	Initial planning call held Feb 13th. Meetings to be set after initial call.
	Physician Recruiting	GVP	WIC	Work with CEO on recruitment, planning for new Providers.	General Surgeon and Orthopedist recruited.
	Construction and Design Project	David Anton	WIC	Initial discussions/meetings for the construction of new Hospital to meet CA codes.	Phase 1 architect agreement approved by board. Planning meetings continue weekly.
	Construction and Design Project Financing	GVP	WIC	Financing of new construction	Feasibility study in process. USDA application due by end of June.
	Medical Staff Development Plan	Strategy Team	WIC	Review Medical Staff recruitment, retention, needs, by-laws	MSDP completed. Wrap up call and adjustments done July 28th.

	Ovation Solution	Leader	Coverage	2022-2023	Comments
Clinical & Compliance	Patient Experience assessment	Cadence	WIC	Assessment to improve the patient experience process.	Call being set up for initial planning.
	Case Management Assessment and Mentorship	Quality Team	WIC	Assessment of Case Management Program, Mentorship for New Director	Mayra onsite the week of Nov 13th. Project completed. Report presented with action plan and next steps.
	Surgical Review and Follow-up	Quality Team	WIC	Further assistance with Surgical area after Mock Survey	Buck Kaiser performed assessment week of Oct 2nd. Report presented to admin.
	Mock Survey	Survey Team	WIC	Assess preparedness of Hospital for upcoming survey.	Survey team onsite in May. Report presented, MAP formulated. Actions being followed up.
	Compliance/Risk Assessment	Compliance Team	WIC	Assessment of Hospital Compliance and Risk programs	MAP presented to Board in December. By-laws being reviewed to include formation of Compliance program.
	Community Health Needs Assessment	Strategy Team	WIC	Assessment of community needs and sentiment, hospital needs, provider needs.	CHNA work has been finished. Report prepared. Short discussion at June Board meeting. Incorporating into strategic planning.
	Physician Clinic Operations Review	Physician Clinic Team	WIC	Assessment of Clinics and Urgent Care	Final report issued. Implementation of suggestions/findings occurred. Improvements noted.
	Medical Stabilization Program	Shelley Riser	Add-on	Ongoing support for Medical Stabilization program	Early termination of the QHR contract approved. Ongoing support is available to BVCHD.

	Ovation Solution	Leader	Coverage	2022-2023	Comments
Financial & Operations	Monthly Operations Review	Region Team	WIC	Held Monthly on 2nd Monday	Monthly calls with BVCHD admin, QHR Region Team, Support Team
	Staffing Assessment	Thomas Florian	WIC	Assessment to determine staffing levels	
	Revenue Cycle Assessmet	Amplify	WIC	Assess the revenue cycle department and it's operations.	Scheduling onsite visit to perform assessment.
	Elevate Assessment	PLUS Team	WIC	Assess the purchasing department and it's operations.	Working with MM on contract compliance and improving dietary in particular.
	Comparative Data Analysis	Leslie Roney	WIC	Perfomed Monthly	Results are reported in rankings report distributed to hospital monthly. See graphs below.
	Managed Care Assessment and Contract Review	Wanda Wright	WIC	Project started March 2021	Heritage commercial rates/contract being reviewed and negotiated.
	Financial Ops Review (FOR)	Region Team	WIC	Information request sent in February. Information received.	Work completed. Good report with minimal findings.
	Contractual Accounting Review	David Perry	WIC	Information request sent in February.	Review completed. Follow-up conversation occured. Significant payable noted. Planning to avoid in future underway.
	Qrate Price Comparison	HFR Team	WIC	Project to compare BVCHD pricing to "like" Hospitals.	Reports generated. Pricing revisions and strategy implemented.
	Vantage Productivity Refresh/Modeling	Jennifer Stephens	WIC	Review/update staffing models, FTE's.	Revised reports generated. Explanation to Directors.

	Ovation Solution	Leader	Coverage	2022-2023	Comments
Trustee Education	Governance Webinars	QLI	WIC	Second Tuesday each month	No webinar in February due to Annual Conference.
	National Trustee Conference with Trustee Essentials	QLI	WIC	Leadership conference to be held in Austin, TX at Barton's Creek, Feb 20-24.	
	Board Self-Assessment	Region Team	WIC	Assessment of Board direction for upcoming year.	
	National Trustee Conference with Trustee Essentials	QLI	WIC	QHR Leadership 2023 Wigwam, Phoenix March 7-9, 2023	Thank you Dr. Boss and Ellen for your attendance.
Leadership Education & Development	CFO Evaluation	GVP	WIC	Evaluation process underway.	Evaluation to be presented at February meeting.
	CEO Evaluation	GVP	WIC	Evaluation process to begin November 2023.	Evaluation emailed to Board for completion. Plan is to present at February meeting.
	HFR Regulatory Updates	HFR	WIC	Updates Presented Daily/Monthly Based on Information Release	

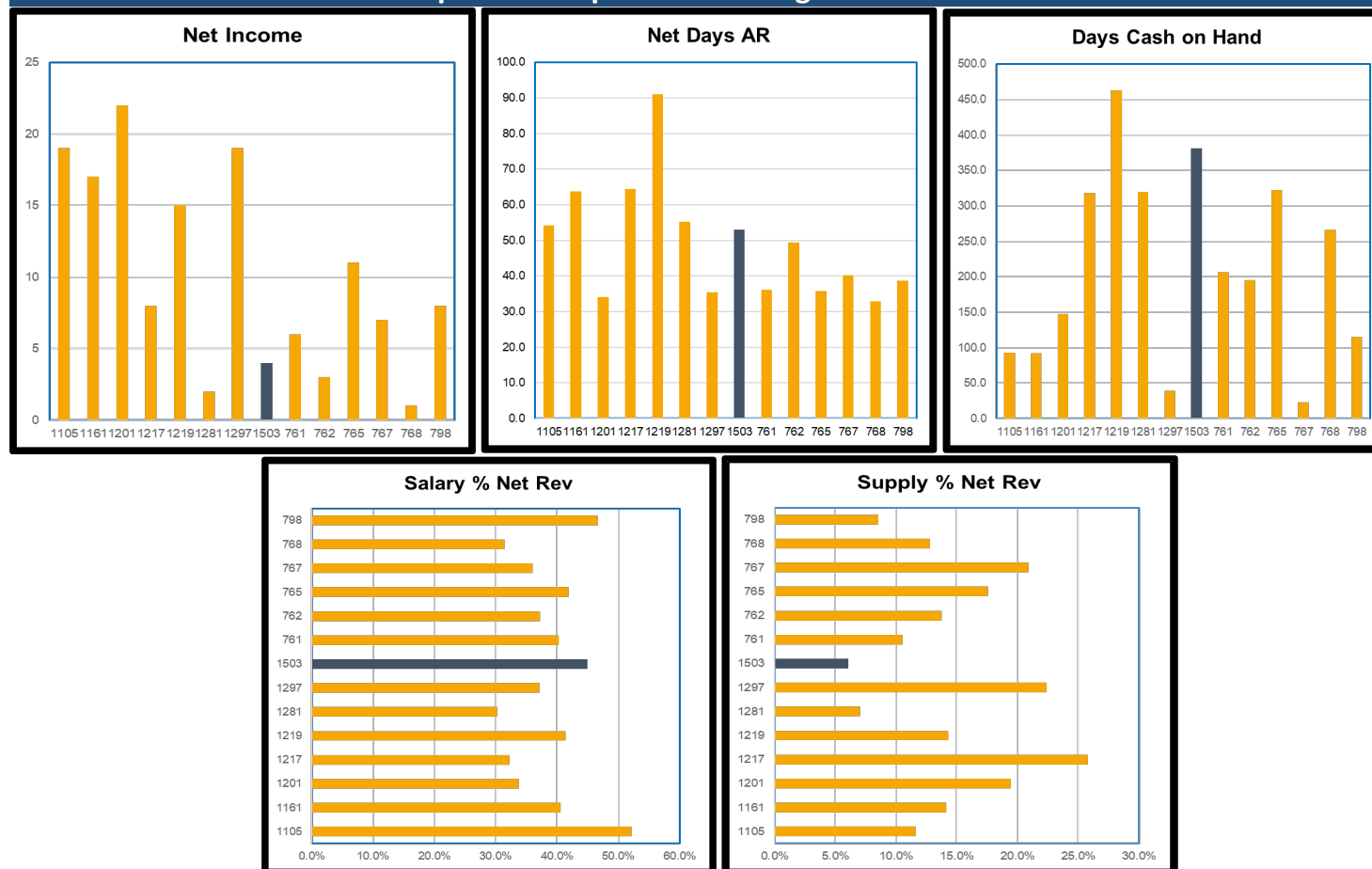
Ovation Region Team and Internal Consulting Hours			
	2022	2023	2024 YTD
Region Team	360	422	48
Internal Consultants	1,061	732	20
Total:	1,421	1,154	68

Key Contract Items
Hospital Annual Professional Fee = \$338,421 Current Contract November 1, 2020 - October 31, 2026 Mutual 90-day window to terminate October 31, 2024 Original Contract Date: June 25, 2015
Medical Stabilization Unit Termination window exercised effective December 28, 2022 Annual Professional Fee = \$183,600 Current Contract January 1, 2021 - December 31, 2025 Mutual 90-day window to terminate December 31, 2023 Original Contract Date: January 1, 2021

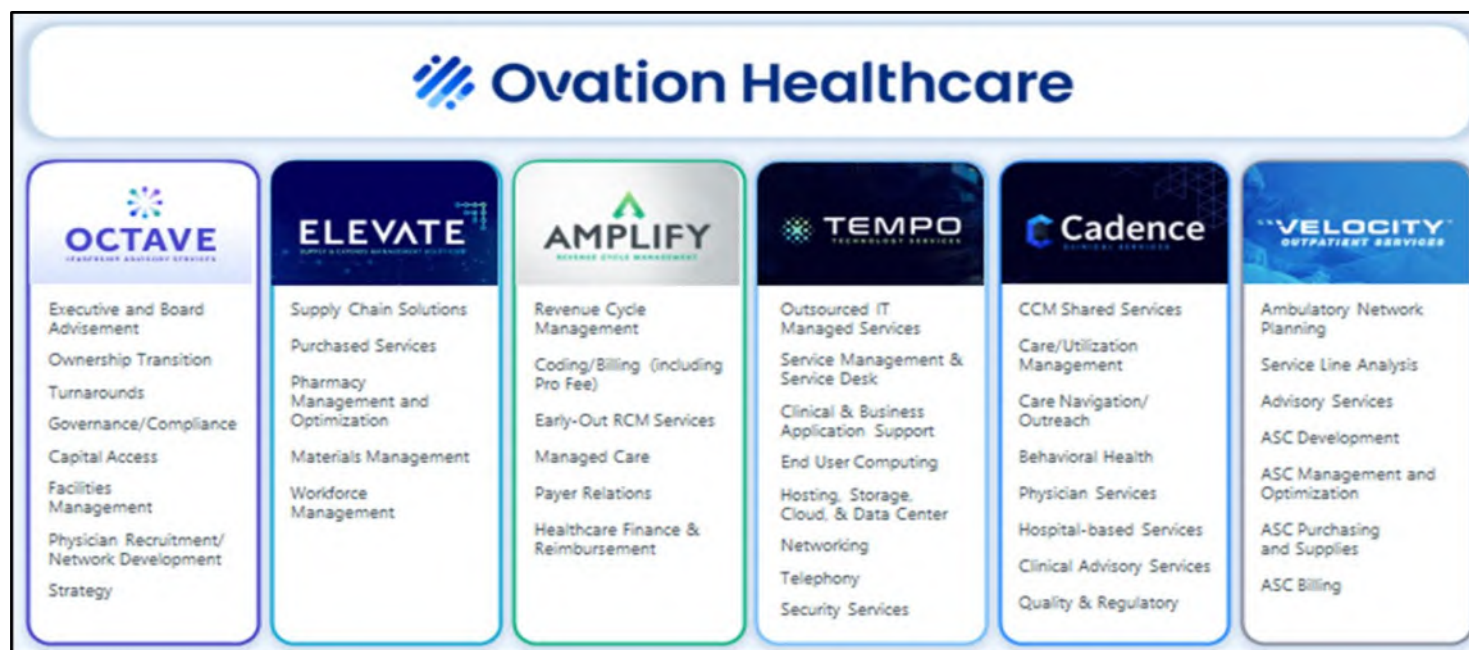
Estimated Annual Benefits & Savings Rolling 12 Month Totals		
Ovation Business Partnership Benefits		
	2022	2023 YTD
HPG Discounts	\$ 271,850	\$ 262,285
HPS Rebates	\$ 16,336	\$ 17,997
GPO Group Savings	\$ 3,381	\$ 3,243
MD Buyline	\$ 10,000	\$ 10,000
Strategic Service Partner	\$ 36,286	\$ 16,547
Valify	\$ 967	
Total:	\$ 338,820	\$ 310,072
Other Ovation Business Partnership Benefits		
AHA Dues Discounts	\$ 4,605	\$ 4,669
Consulting (Region Team)	\$ 72,000	\$ 84,400
Consulting Engagements	\$ 212,200	\$ 146,400
Total:	\$ 288,805	\$ 235,469
Partnership Education Benefit		
Direct Employee Education	Trustee Quick Reference Guide	
OLI Monthly Education Offerings	Board Esesntial Workshop	
Regional Education Conferences	Monthly Trustee Education Webinars	
Board Specific Education Action Plan	Monthly/Daily Regulatory Updates	
National Ovation Trustee Conference	HealthTrust University	
Other Benefits		
New Compliance Director Support	Cost Report Review and Analysis	
Urgent Care Assessment, Structure, Planning	Ovation Best Practices	
Managed Care Payor Yield Assessment	Accounts Receivable Review and Analysis	
Contractual Allowance & Bad Debt Analysis	Strategic Plan and Quarterly Updates	
Elevate Supply Chain Support	CEO Recruitment	
Community Health Needs Assessment		

Bear Valley Ovation/Elevate Summary									
Desc	Spend			Savings \$\$s			Ovation AF		
	2021	2022	Variance	2021	2022	Variance	2021	2022	Variance
SSP	\$3,929,264.94	\$1,257,712.07	-\$2,671,552.87	\$90,012.20	\$36,286.42	-\$53,725.78	\$11,934.18	\$8,354.32	-\$3,579.86
HPG	\$2,230,632.62	\$2,019,503.04	-\$211,129.58	\$188,587.26	\$271,850.01	\$83,262.75	\$34,269.99	\$29,195.81	-\$5,074.18
Total:	\$6,159,898	\$3,277,215	-\$2,882,682	\$278,599	\$308,136	\$29,537	\$46,204	\$37,550	-\$8,654
Notes:	SSP - Strategic Service Partners								
	HPG - Healthcare Purchasing Group								
QPA Administrative Fees - A formal disclosure letter is sent out annually to the Board Chair and CEO (these AF are industry standard paid by Vendors to Ovation/Elevate).									

Critical Access Hospitals: Comparison Ranking Charts - December 2023 Data



Ovation Learning Institute (OLI) Education Information Section		
2024 Trustee Webinars - 2nd Tuesday @ 12 PM CST		BVCHD Participants
Jan 9	Fiduciary Duties and the Functions of Governance	
Feb 13	No Webinar - Leadership Conference	
Mar 12	TBD	
Apr 9	TBD	
May 14	TBD	
Jun 11	TBD	
Jul 9	TBD	
Aug 13	TBD	
Sept 10	TBD	
Oct 8	TBD	
Nov 11	TBD	
Check out all Webinars through the link below Be sure to add these dates to you calendar! Visit https://ovationhc.com/education/ to register		



Ovation Regional Team		
Team Member & Position	Phone	Email
Region Team		
Woody White, CPA - Group Vice President	561.644.5391	wwhite@ovationhc.com
Suzette Duhe - VP of Finance	228.297.6342	sduhe@ovationhc.com
Leslie Roney - Financial Consultant	615.400.7220	lroney@ovationhc.com
Support Team		
David Perry - AVP Healthcare Finance & Reimbursement	615.371.4703	dperry@ovationhc.com
John Waltko - VP Financial Reporting	615.371.4678	jwaltko@ovationhc.com
Wanda Wright - AVP Managed Care	704.999.8890	wwright@ovationhc.com
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Scott Nation - President Velocity Surgical Management	423.653.6620	snation@ovationhc.com
Kristine Wolff - SVP Clinical Solutions	724.882.0630	kwolff@ovationhc.com

Upcoming Ovation Healthcare Education



WEBINAR

Exploring the 2023–2024 Influenza Season

📅 01/23/2024

🕒 10:30 am – 11:30 am

💻 Virtual

[Learn More >](#)



WEBINAR

Deeper Dive on Medicare Uncompensated Care Costs: Cost Report Worksheet S-10

📅 02/08/2024

🕒 2:00 pm – 3:00 pm

💻 Virtual

[Learn More >](#)



WEBINAR

ACIP Meeting Updates

📅 03/05/2024

🕒 10:30 am – 11:30 am

💻 Virtual

[Learn More >](#)



WEBINAR

ACIP Meeting Updates

📅 03/05/2024

🕒 10:30 am – 11:30 am

💻 Virtual

[Learn More >](#)



CLASSROOM

Critical Access Hospital Reimbursement & Medicare Cost Reporting Boot Camp for CAH and PPS Hospitals

📅 03/25/2024 – 03/28/2024

📍 Ovation Healthcare Conference Center, Brentwood, TN

[Learn More >](#)

Bear Valley Community Hospital - Ovation Workplan Timeline

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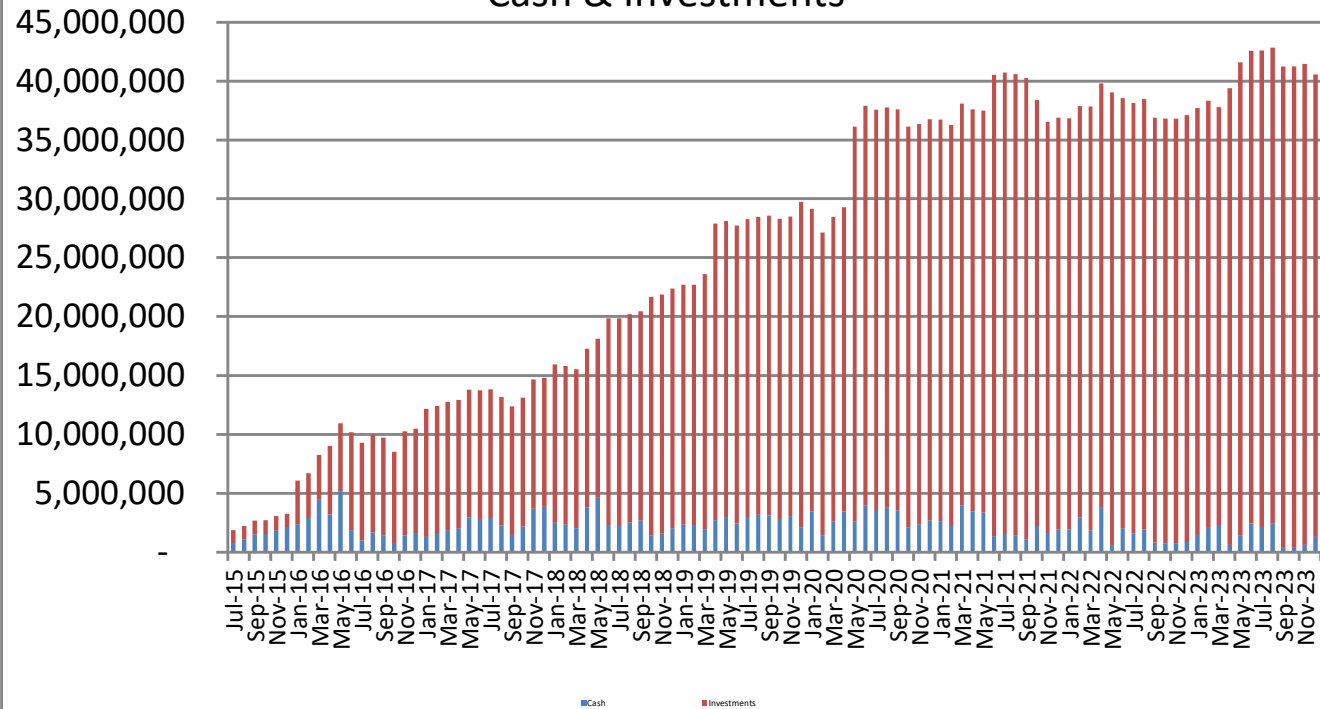


Finance Report
December 2023 Results

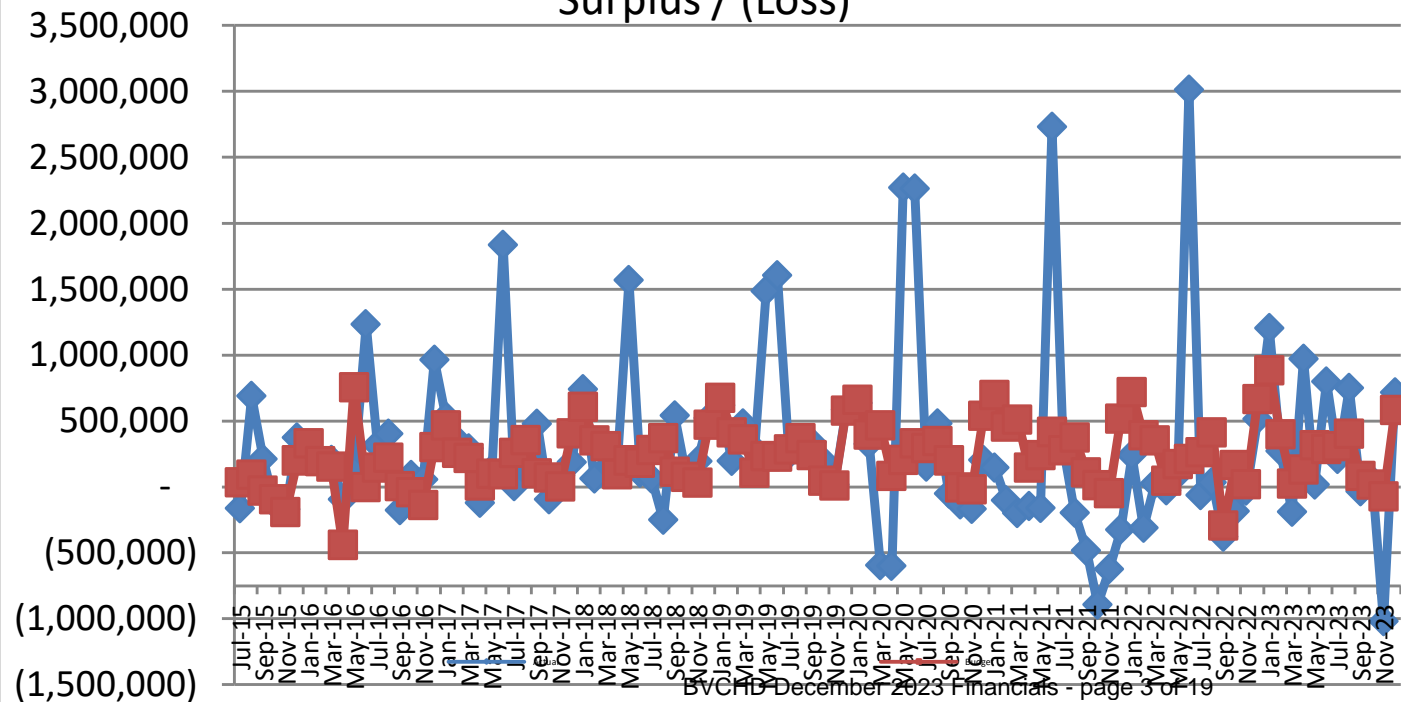
Summary for December 2023

- Cash on hand \$ 1,330,782
Investments \$ 39,208,154
- Days Cash on hand, including investments with LAIF – 397
- Surplus for the month was more than Budget
- Total Patient Revenue was 4.8% higher than Budget for the month
- Net Patient Revenue was 7.6% more than budget
- Total Expenses were 19.3% more than budget

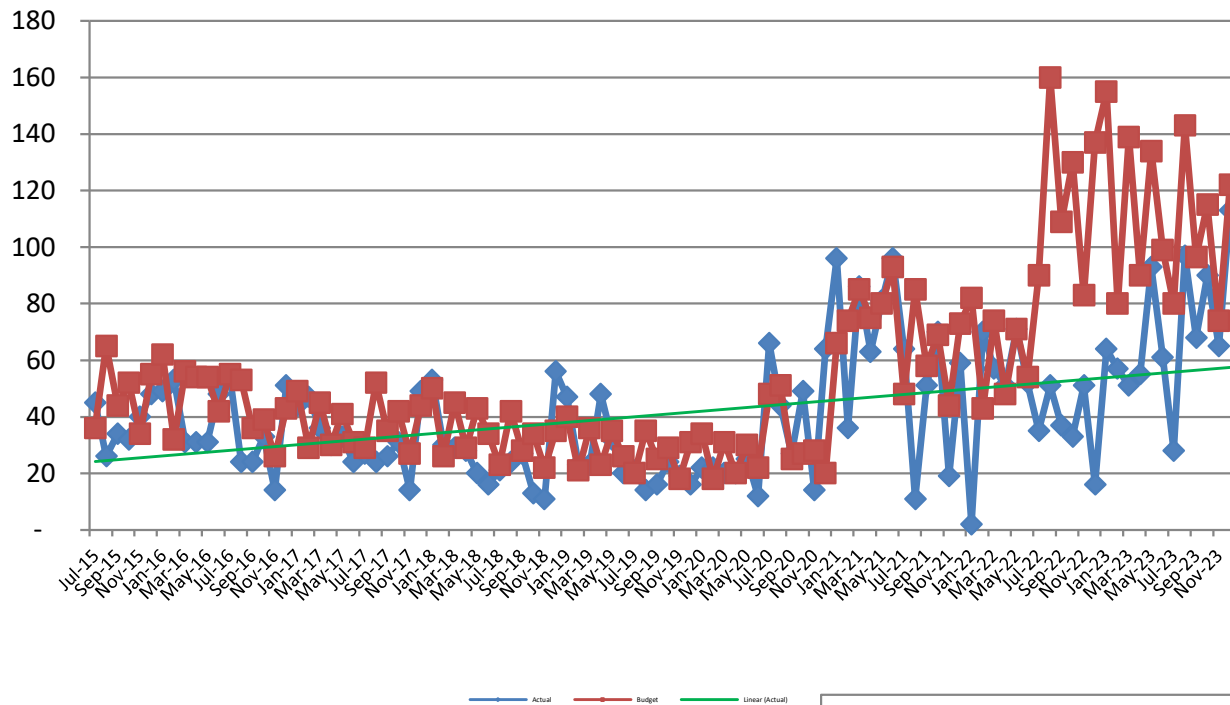
Cash & Investments



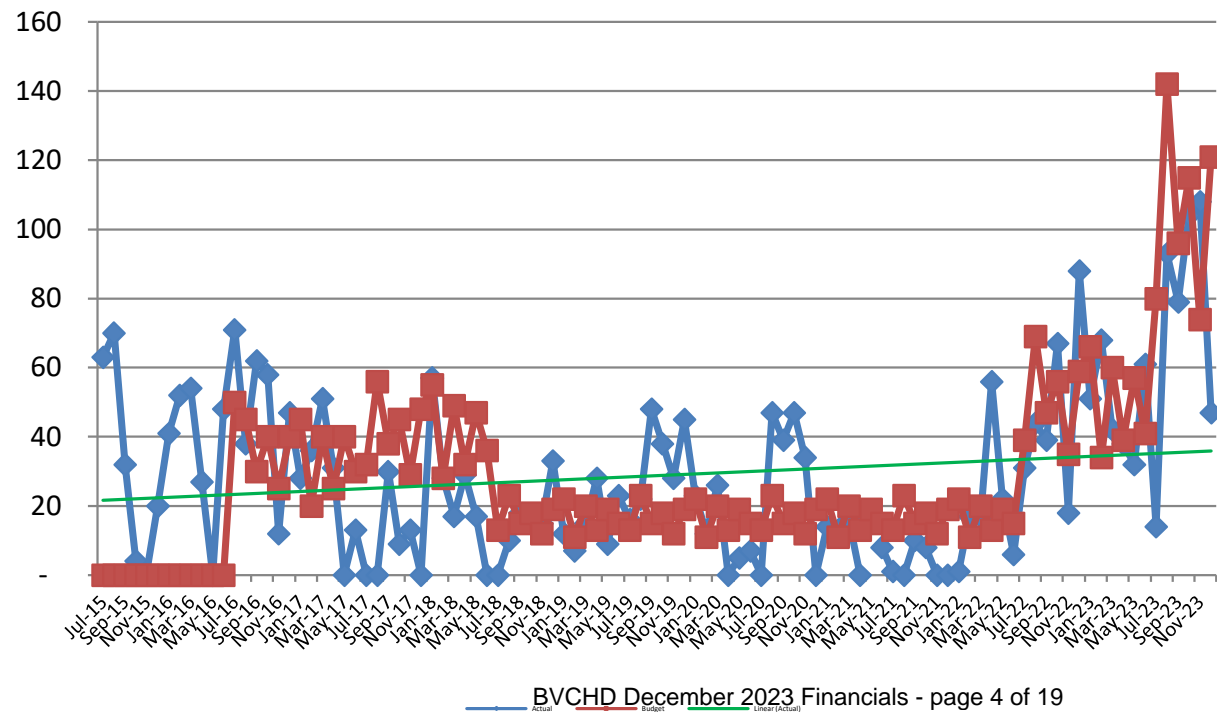
Surplus / (Loss)



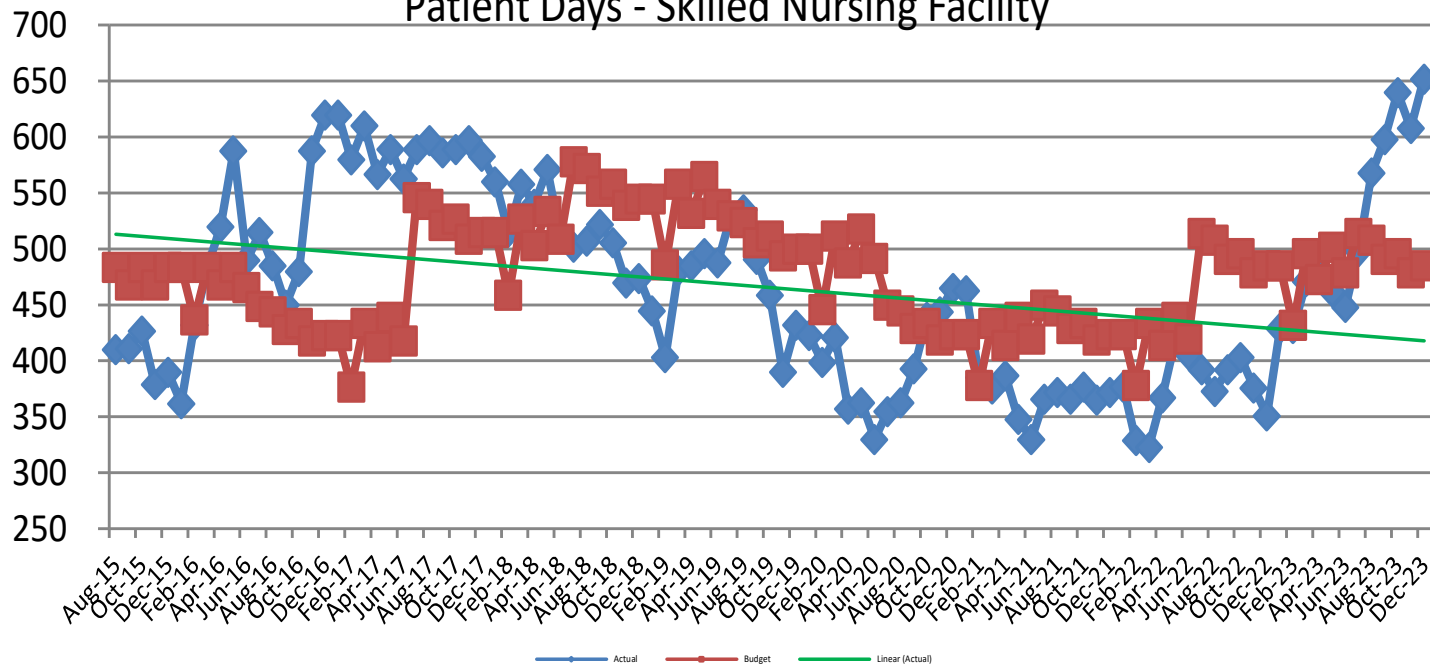
Patient Days - Acute



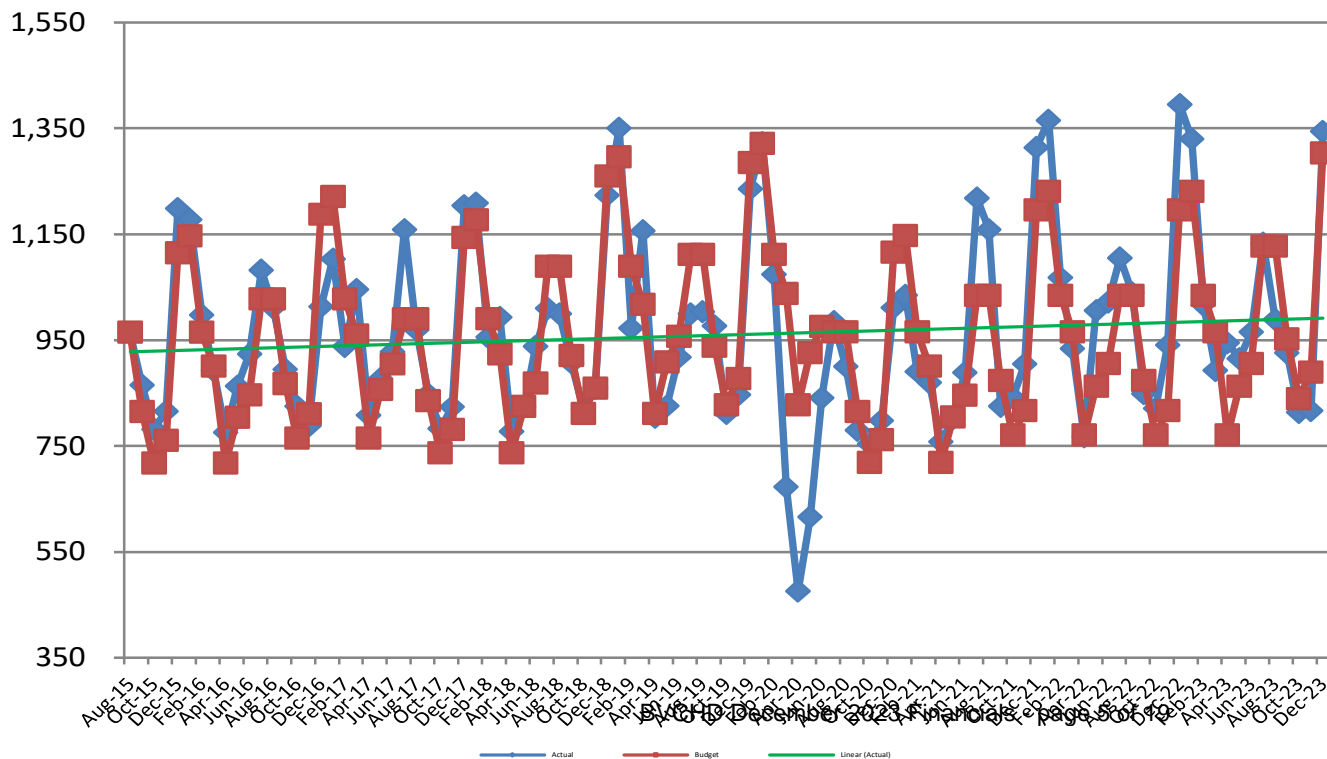
Patient Days - Swing



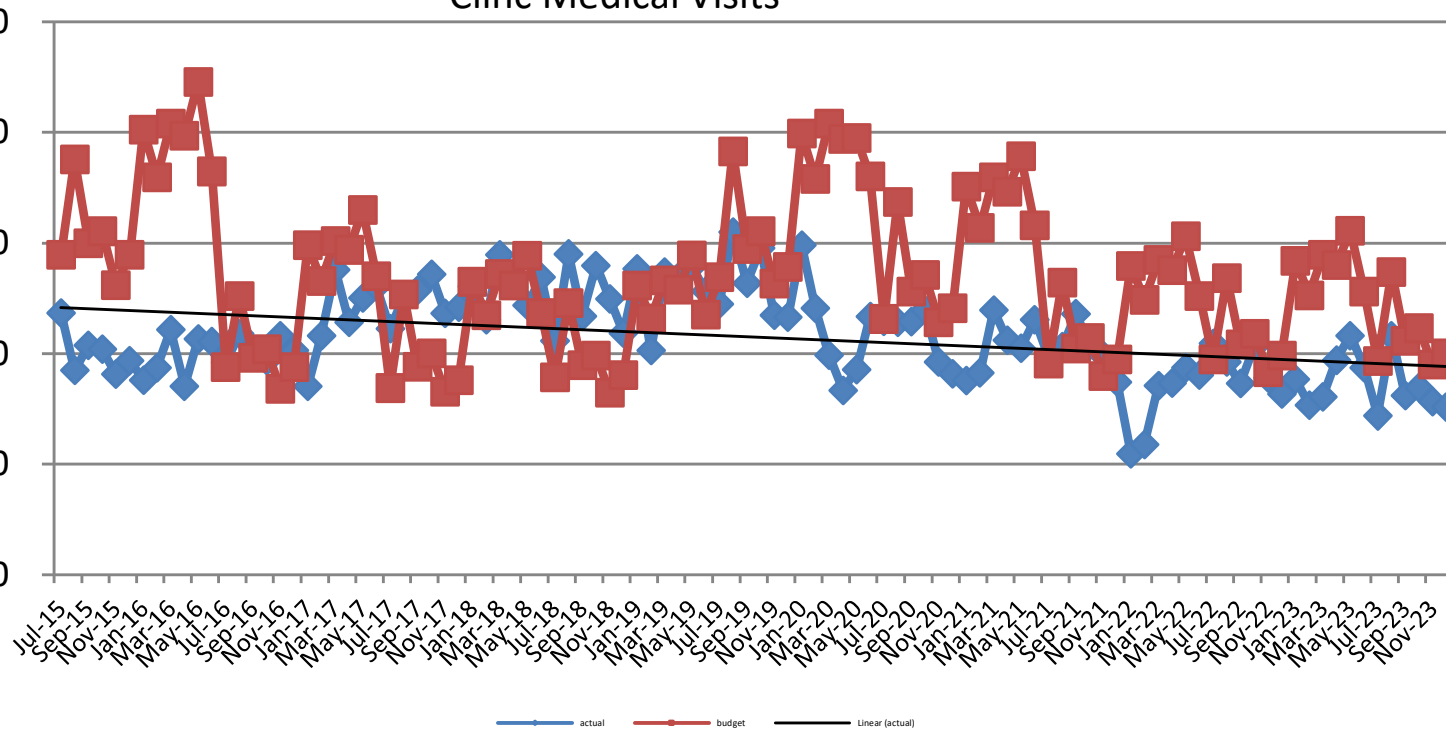
Patient Days - Skilled Nursing Facility



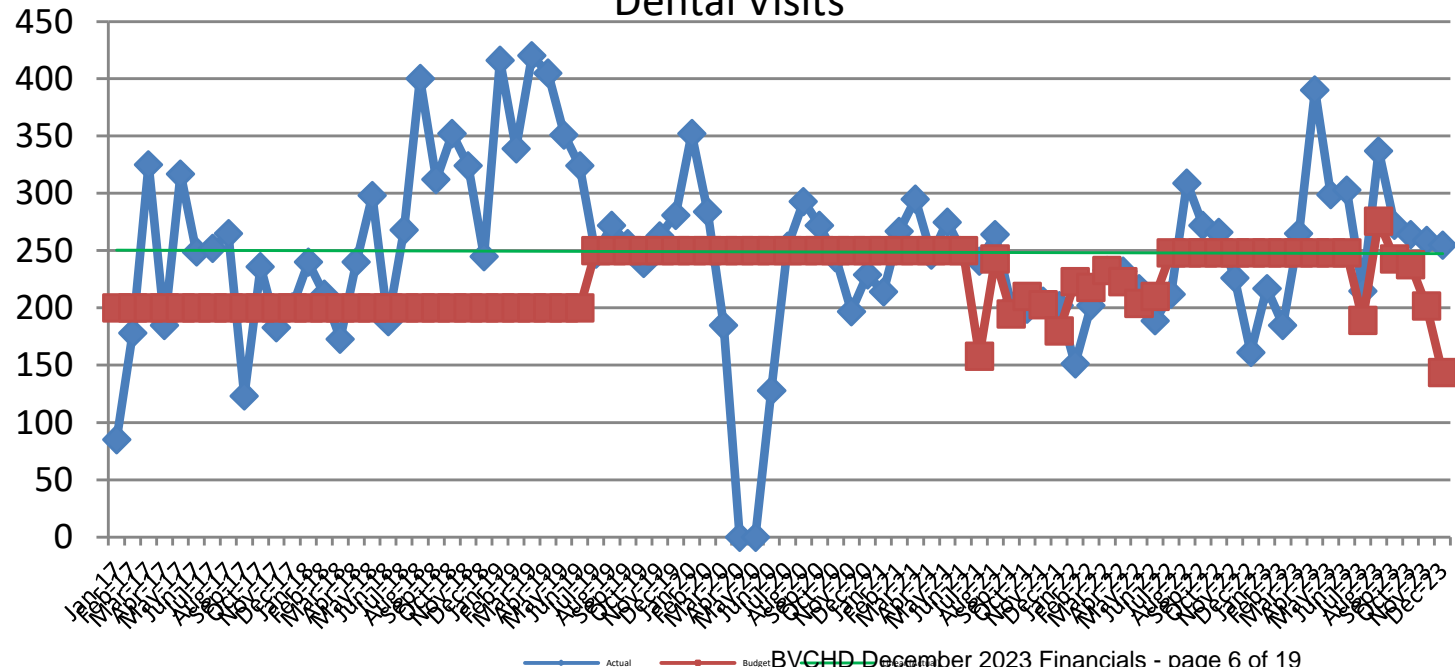
Emergency Room Visits



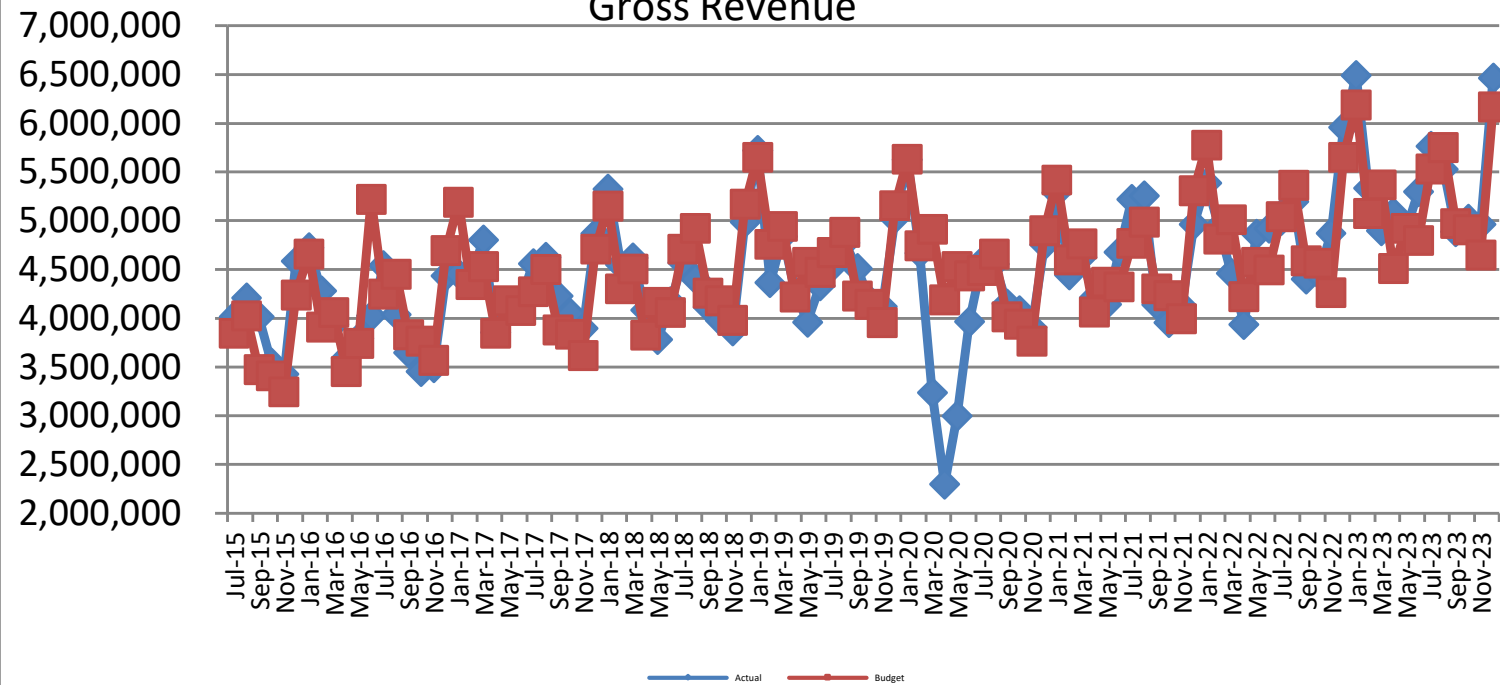
Clinic Medical Visits



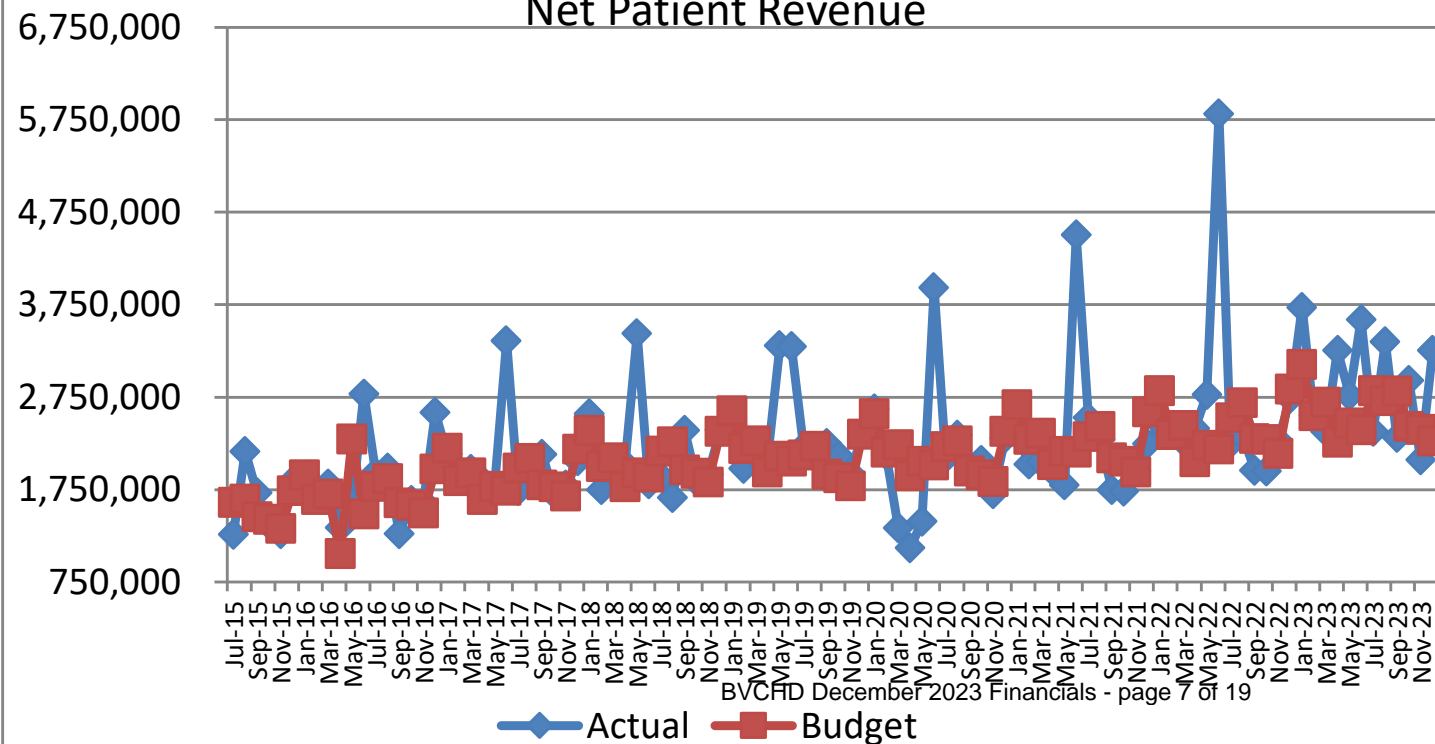
Dental Visits



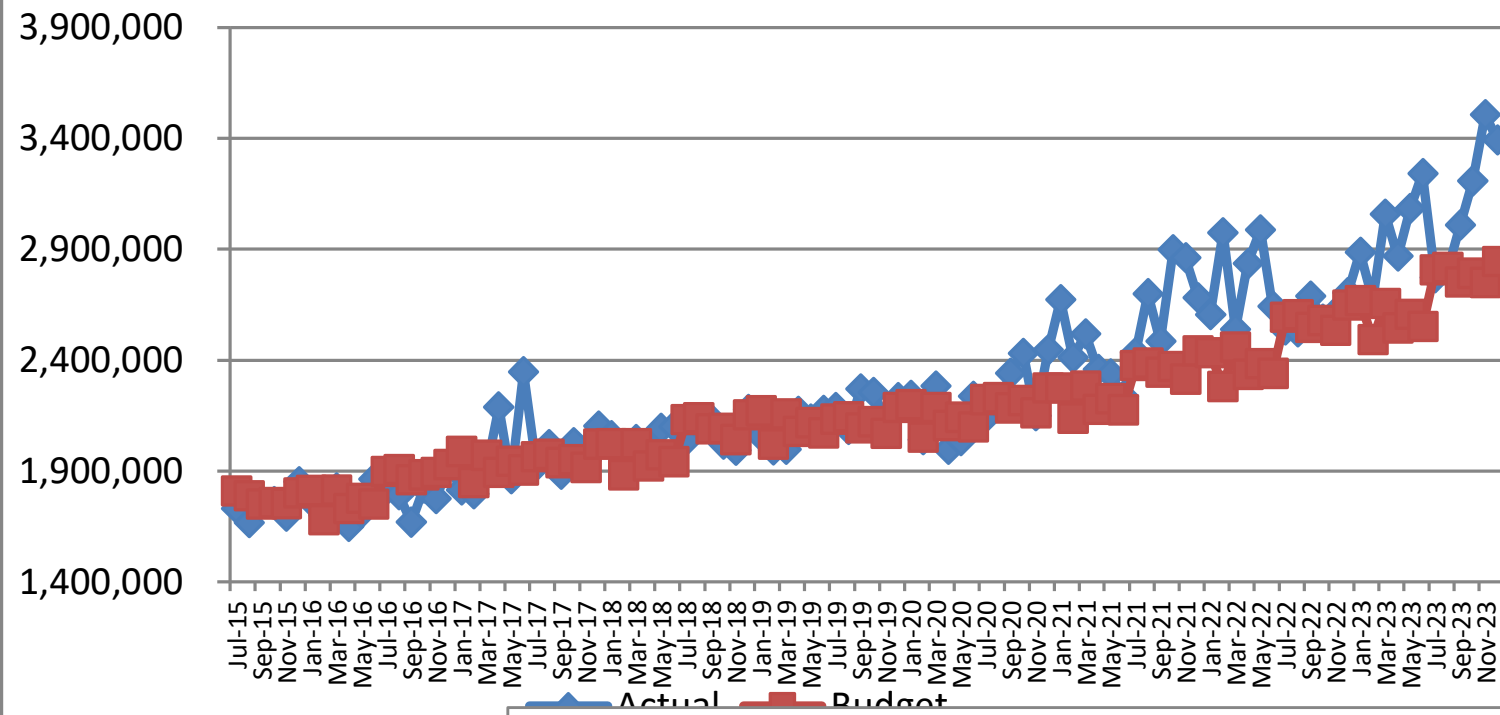
Gross Revenue



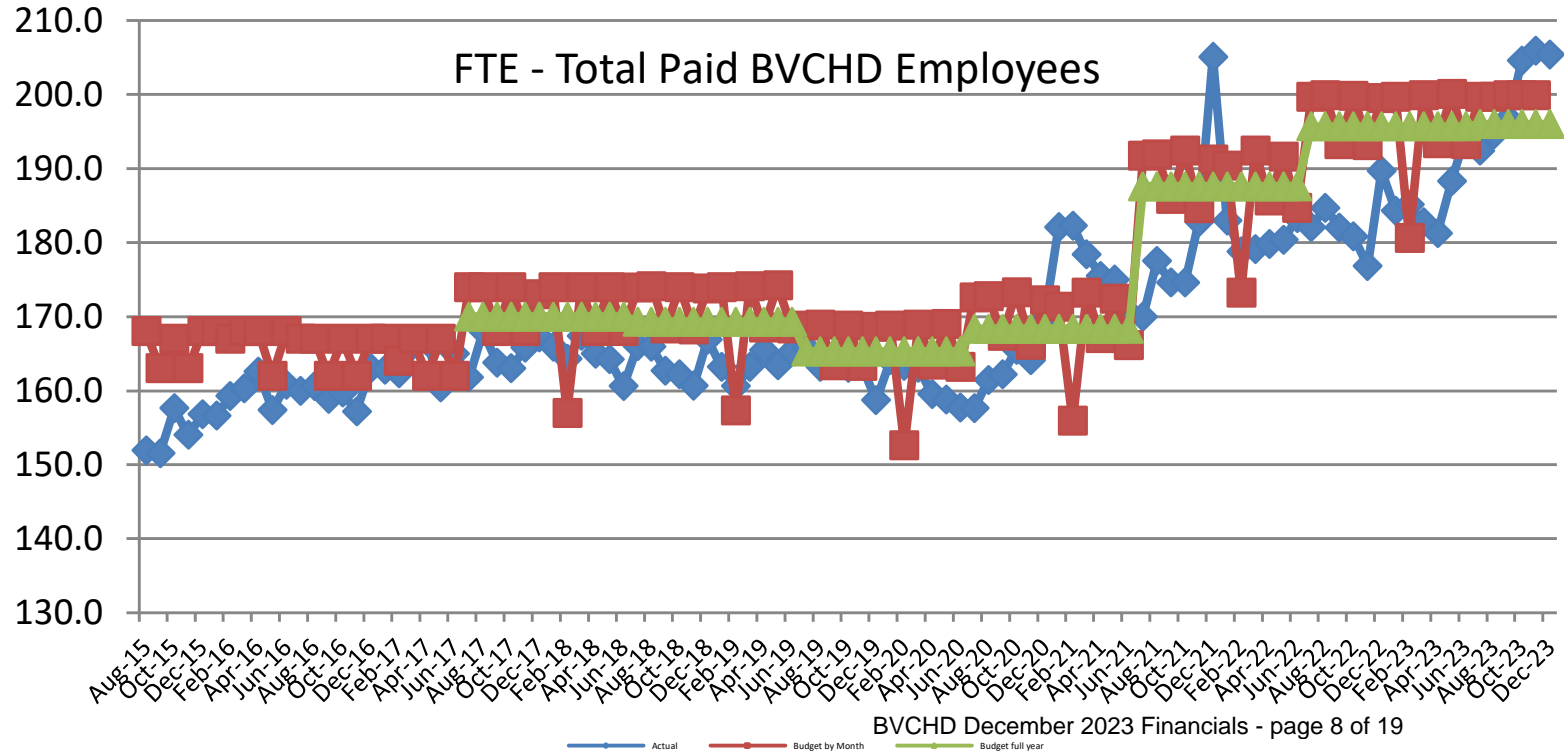
Net Patient Revenue



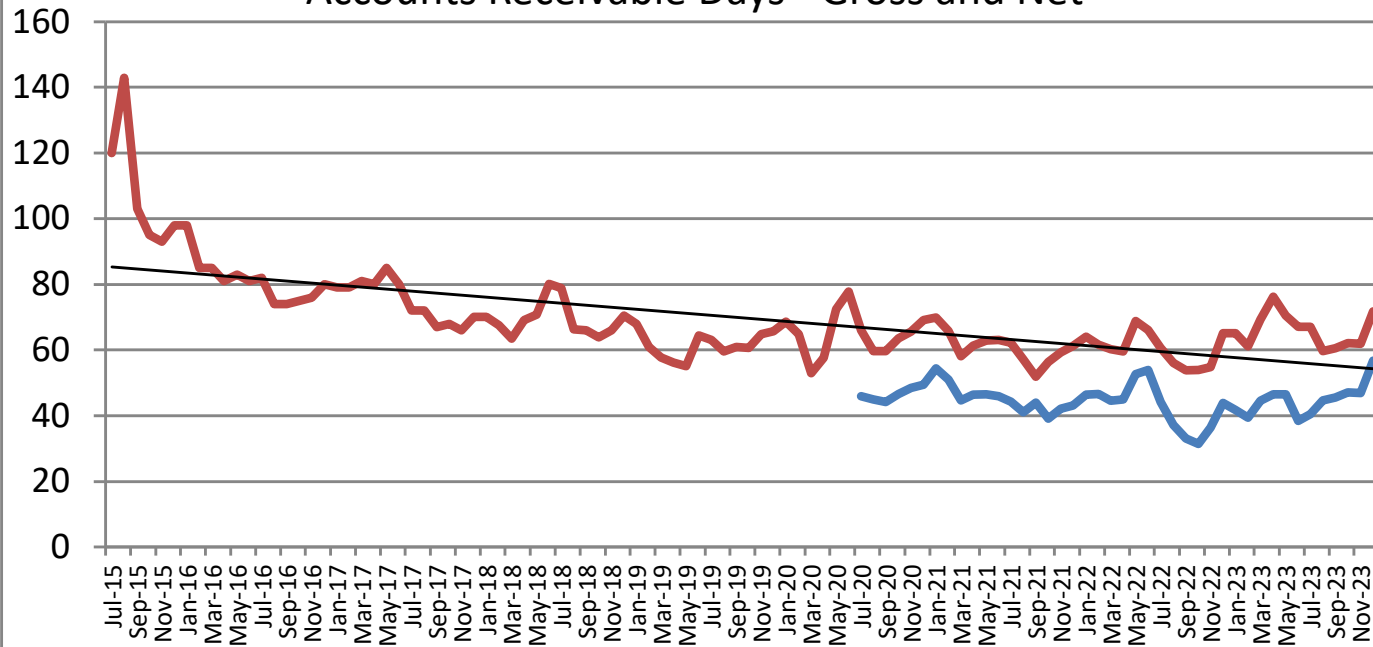
Total Expenses



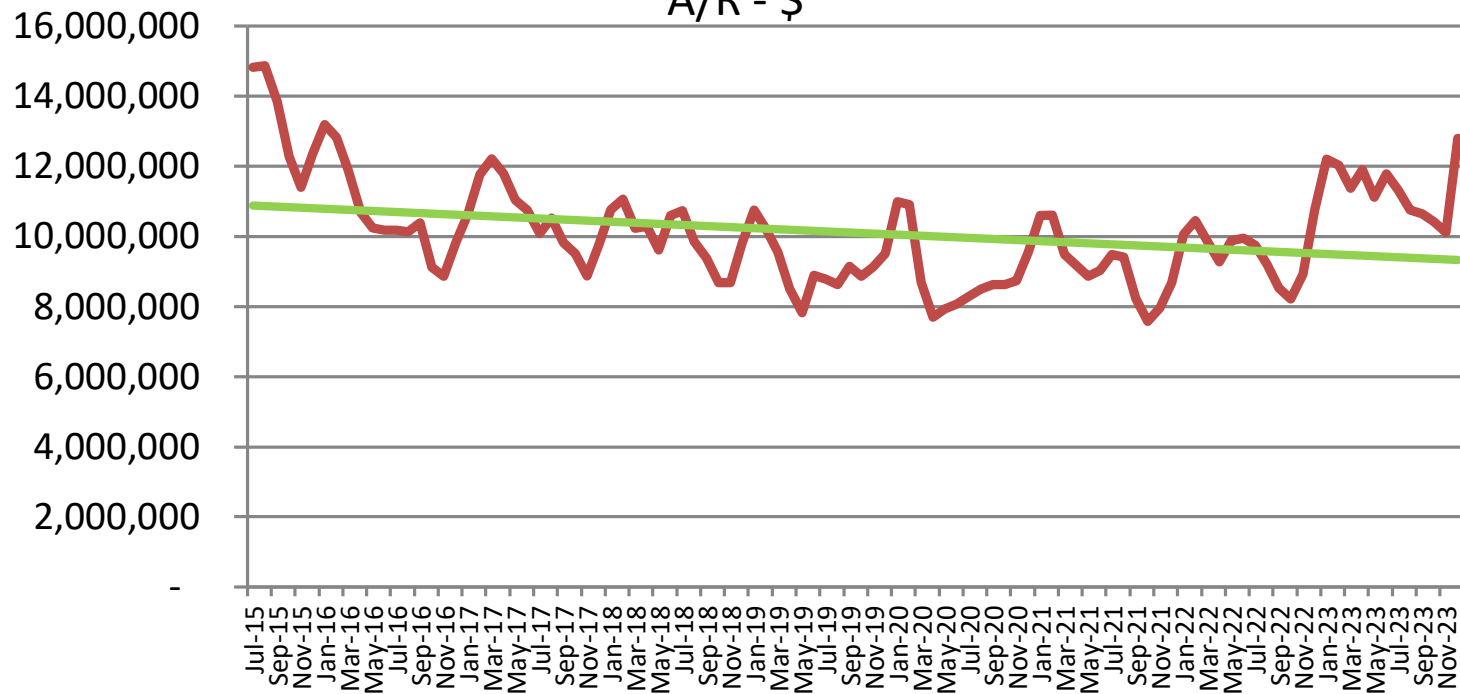
FTE - Total Paid BVCHD Employees



Accounts Receivable Days - Gross and Net



A/R - \$





December 2023 Financial Results

For the month . . .

Total Patient Revenue for November was \$6,466,575. This was 4.8% higher than budget. Revenue was \$1,506,102 more than the previous month, November 2023. Inpatient revenue was 32.9% more than budget. Outpatient revenue was 13.5% more than budget. Clinic revenue was 9.2% lower than budget. Emergency Room revenue was 0.9% lower than budget. Skilled Nursing Facility revenue was 33.1% higher than budget.

Total Revenue deductions were 2.2% lower than budget.

Total Operating Revenue of \$3,385,936 was 8.3% more than budget.

Total Expenses of \$3,391,395 were 19.3% more than budget. Salaries were more than budget. We continue to see expenses for registry staff. Professional fees are over budget with increased general surgeon and anesthesia coverage.

Our Operating Cash and Investments totaled \$40,538,935. Days Cash on hand as of the end of December 2023 were 397.

Key Statistics

Acute patient days were 113 for the month, 7% lower than budget. We had 47 Swing Patient days for the month, 61% lower than the budgeted number. Skilled Nursing Facility days of 652 were 34% higher than budget. ER Visits of 1,344 were 3.1% higher than budget. Clinics Medical visits were 16.1% lower than budget. Dental visits were 255 for month.

FTE (Full Time Equivalents, BVCHD employed) for the month were 205.4.

Year to date, the first six months of our fiscal year

Total Patient Revenue is 2.0.2% higher than budget

Total Operating Revenue is 3.2% more than budget

Total Expenses are 11.5% more than budget

Our loss surplus is lower than budget.



Bear Valley Community Healthcare District
Financial Statements December 2023

Financial Highlights—Hospital
STATEMENT OF OPERATIONS

		A	B		C	D	E	F	G	H	I	J	
		Current Month					Year-to-Date						
		FY 22/23	FY 23/24		VARIANCE		FY 22/23	FY 23/24		VARIANCE			
		Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%		
1	Total patient revenue	5,946,303	6,466,575	6,168,533	298,042	4.8%	29,839,131	32,625,862	31,980,102	645,759	2.0%		
2	Total revenue deductions	3,218,607	3,212,872	3,145,078	67,794	2.2%	16,361,060	16,320,661	16,307,896	12,766	0.1%		
3	% Deductions	54%	50%	51%			55%	50%	51%				
4	Net Patient Revenue	2,727,696	3,253,703	3,023,455	230,248	7.6%	13,478,071	16,305,200	15,672,206	632,994	4.0%		
5	% Net to Gross	46%	50%	49%			45%	50%	49%				
6	Other Revenue	20,675	132,233	103,708	28,525	27.5%	230,329	498,821	617,016	(118,195)	-19.2%		
7	Total Operating Revenue	2,748,371	3,385,936	3,127,163	258,772	8.3%	13,708,400	16,804,021	16,289,222	514,799	3.2%		
8	Total Expenses	2,702,677	3,391,395	2,843,864	547,531	19.3%	15,650,863	18,692,322	16,757,692	1,934,630	11.5%		
9	% Expenses	45%	52%	46%			52%	57%	52%				
10	Surplus (Loss) from Operations	45,694	(5,460)	283,299	(288,759)	101.9%	(1,942,463)	(1,888,301)	(468,470)	(1,419,832)	-303.1%		
11	% Operating margin	1%	0%	5%			-7%	-6%	-1%				
12	Total Non-operating	455,996	720,549	297,200	423,349	142.4%	1,795,780	2,561,409	1,783,200	778,209	43.6%		
13	Surplus/(Loss)	501,691	715,090	580,499	134,590	-23.2%	(146,683)	673,108	1,314,730	(641,623)	48.8%		
14	% Total margin	8%	11%	9%			0%	2%	4%				

BALANCE SHEET

	A	B C D E			
		December	November	VARIANCE	
		FY 22/23	FY 23/24	Amount	%
15	Gross Accounts Receivables	10,772,783	12,799,482	10,117,057	2,682,425 26.5%
16	Net Accounts Receivables	3,092,809	4,090,975	3,117,206	973,769 31.2%
17	% Net AR to Gross AR	29%	32%	31%	
18	Days Gross AR	1,774,088.6	71.7	61.9	9.7 15.7%
19	Cash Collections	1,820,815	2,341,164	2,341,164	- 0.0%
21	Investments	36,238,254	39,208,154	40,801,102	(1,592,948) -3.9%
22	Cash on hand	858,046	1,330,782	645,960	684,822 106.0%
23	Total Cash & Invest	37,096,299	40,538,935	41,447,062	(908,126) -2.2%
24	Days Cash & Invest	450	397	430	(33) -7.7%
	Total Cash and Investments	37,096,299	40,538,935	41,447,062	
	Increase Current Year vs. Prior Year		3,442,636		

Bear Valley Community Healthcare District
Financial Statements December 2023

Statement of Operations

	A	B	C	D	E	F	G	H	I	J
	Current Month					Year-to-Date				
	FY 22/23	FY 23/24		VARIANCE		FY 22/23	FY 23/24		VARIANCE	
	Actual	Actual	Budget	Amount	%	Actual	Actual	Budget	Amount	%
Gross Patient Revenue										
1 Inpatient	213,414	555,634	417,968	137,666	32.9%	1,366,581	2,595,097	2,277,123	317,973	14.0%
2 Outpatient	632,906	925,062	814,743	110,319	13.5%	4,251,487	5,493,759	4,837,430	656,329	13.6%
3 Clinic Revenue	277,682	255,716	281,716	(26,000)	-9.2%	1,760,702	1,666,242	1,725,891	(59,649)	-3.5%
4 Emergency Room	4,580,401	4,276,677	4,313,499	(36,822)	-0.9%	20,883,616	20,407,310	21,117,992	(710,682)	-3.4%
5 Skilled Nursing Facility	241,899	453,487	340,607	112,880	33.1%	1,576,746	2,463,455	2,021,666	441,789	21.9%
6 Total patient revenue	5,946,303	6,466,575	6,168,533	298,042	4.8%	29,839,131	32,625,862	31,980,102	645,759	2.0%
Revenue Deductions										
7 Contractual Allow	2,997,854	2,853,188	2,807,591	45,596	1.6%	15,268,158	14,814,482	14,555,653	258,829	1.8%
8 Contractual Allow PY	(150,000)	-	-	-	#DIV/0!	(896,549)	-	-	-	#DIV/0!
9 Charity Care	13,518	8,068	18,620	(10,552)	-56.7%	97,189	126,690	97,112	29,578	30.5%
10 Administrative	1,229	1,767	18,437	(16,670)	-90.4%	69,284	8,630	96,158	(87,528)	-91.0%
11 Policy Discount	21,494	16,420	27,405	(10,985)	-40.1%	117,795	67,867	142,927	(75,060)	-52.5%
12 Employee Discount	6,122	2,719	18,697	(15,978)	-85.5%	78,957	38,180	97,514	(59,334)	-60.8%
13 Bad Debts	273,581	259,611	254,327	5,284	2.1%	1,255,367	706,183	1,318,532	(612,349)	-46.4%
14 Denials	34,777	71,099	-	71,099	#DIV/0!	370,859	558,630	-	558,630	#DIV/0!
15 Total revenue deductions	3,218,607	3,212,872	3,145,078	67,794	2.2%	16,361,060	16,320,661	16,307,896	12,766	0.1%
16 Net Patient Revenue	2,727,696	3,253,703	3,023,455	230,248	7.6%	13,478,071	16,305,200	15,672,206	632,994	4.0%
gross revenue including Prior Year	54.1%	49.7%	51.0%	-1.3%		54.8%	50.0%	51.0%	-1.0%	
									0.0%	
17 Other Revenue	20,675	132,233	103,708	28,525	27.5%	230,329	498,821	617,016	(118,195)	-19.2%
18 Total Operating Revenue	2,748,371	3,385,936	3,127,163	258,772	8.3%	13,708,400	16,804,021	16,289,222	514,799	3.2%
Expenses										
19 Salaries	1,168,167	1,340,302	1,144,011	196,291	17.2%	6,657,665	7,166,535	6,798,303	368,232	5.4%
20 Employee Benefits	394,126	449,606	464,018	(14,412)	-3.1%	2,252,025	2,447,500	2,726,827	(279,327)	-10.2%
21 Registry	60,174	215,905	-	215,905	#DIV/0!	380,848	785,389	-	785,389	#DIV/0!
22 Salaries and Benefits	1,622,467	2,005,814	1,608,029	397,785	24.7%	9,290,538	10,399,423	9,525,130	874,293	9.2%
23 Professional fees	157,899	274,598	180,257	94,341	52.3%	928,942	1,309,150	1,077,328	231,822	21.5%
24 Supplies	247,635	195,668	205,395	(9,727)	-4.7%	1,052,422	1,184,629	1,159,903	24,726	2.1%
25 Utilities	37,863	53,493	44,392	9,101	20.5%	261,520	317,469	270,272	47,197	17.5%
26 Repairs and Maintenance	32,922	68,984	47,941	21,043	43.9%	276,177	383,162	287,244	95,918	33.4%
27 Purchased Services	340,419	477,706	464,269	13,437	2.9%	2,363,707	2,967,711	2,676,743	290,968	10.9%
28 Insurance	71,903	89,104	82,814	6,290	7.6%	428,292	599,082	496,884	102,198	20.6%
29 Depreciation	89,011	78,149	82,903	(4,754)	-5.7%	493,934	547,043	497,418	49,625	10.0%
30 Rental and Leases	33,592	18,544	32,847	(14,303)	-43.5%	181,667	119,048	197,082	(78,034)	-39.6%
32 Dues and Subscriptions	11,972	21,641	9,159	12,482	136.3%	49,095	100,246	54,954	45,292	82.4%
33 Other Expense.	56,995	107,695	85,858	21,837	25.4%	324,570	765,360	514,734	250,626	48.7%
34 Total Expenses	2,702,677	3,391,395	2,843,864	547,531	19.3%	15,650,863	18,692,322	16,757,692	1,934,630	11.5%
35 Surplus (Loss) from Operations	45,694	(5,460)	283,299	(288,759)	101.9%	(1,942,463)	(1,888,301)	(468,470)	(1,419,832)	-303.1%
Non-Operating Income										
37 Tax Revenue	215,833	215,833	213,742	2,091	1.0%	1,294,998	1,294,998	1,282,452	12,546	1.0%
38 Other non-operating	59,930	97,764	83,458	14,306	17.1%	232,650	219,654	500,748	(281,094)	-56.1%
Interest Income	187,648	407,200	-	407,200	#DIV/0!	312,682	1,083,028	-	1,083,028	#DIV/0!
Interest Expense	(7,415)	(248)	-	(248)	#DIV/0!	(44,550)	(36,272)	-	(36,272)	#DIV/0!
IGT Expense	-	-	-	-	#DIV/0!	-	-	-	-	#DIV/0!
39 Total Non-operating	455,996	720,549	297,200	423,349	142.4%	1,795,780	2,561,409	1,783,200	778,209	43.6%
40 Surplus/(Loss)	501,691	715,090	580,499	134,590	-23.2%	(146,683)	673,108	1,314,730	(641,623)	48.8%

**Bear Valley Community Healthcare District
Financial Statements**

Current Year Trending Statement of Operations

A Statement of Operations—CURRENT YEAR 2024

	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	340,168	462,604	350,063	457,697	428,931	555,634	-	-	-	-	-	-	2,595,097
2 Outpatient	902,263	1,030,938	819,702	948,398	867,397	925,062	-	-	-	-	-	-	5,493,759
3 Clinic	257,886	317,748	276,266	278,391	280,235	255,716	-	-	-	-	-	-	1,666,242
4 Emergency Room	3,920,840	3,322,631	3,026,657	2,886,971	2,973,534	4,276,677	-	-	-	-	-	-	20,407,310
5 Skilled Nursing Facility	345,594	395,272	415,260	443,466	410,377	453,487	-	-	-	-	-	-	2,463,455
6 Total patient revenue	5,766,751	5,529,193	4,887,947	5,014,923	4,960,473	6,466,575	-	-	-	-	-	-	32,625,862
Revenue Deductions	C/A 0.58	0.32	0.49	0.38	0.51	0.44	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.45
7 Contractual Allow	3,331,916	1,794,836	2,409,446	1,898,456	2,526,641	2,853,188	-	-	-	-	-	-	14,814,482
8 Contractual Allow PY	-	-	-	-	-	-	-	-	-	-	-	-	-
9 Charity Care	26,144	6,584	63,545	69	22,281	8,068	-	-	-	-	-	-	126,690
10 Administrative	1,247	1,779	3,502	(1,399)	1,734	1,767	-	-	-	-	-	-	8,630
11 Policy Discount	11,493	12,173	8,792	9,366	9,622	16,420	-	-	-	-	-	-	67,867
12 Employee Discount	8,349	5,839	7,292	4,737	9,243	2,719	-	-	-	-	-	-	38,180
13 Bad Debts	(71,983)	255,782	10,007	23,350	229,416	259,611	-	-	-	-	-	-	706,183
14 Denials	75,175	104,327	72,599	149,807	85,623	71,099	-	-	-	-	-	-	558,630
Total revenue deductions	3,382,341	2,181,320	2,575,182	2,084,385	2,884,561	3,212,872	-	-	-	-	-	-	16,320,661
16 Net Patient Revenue	2,384,410	3,347,872	2,312,766	2,930,538	2,075,911	3,253,703	-	-	-	-	-	-	16,305,200
net / tot pat rev	41.3%	60.5%	47.3%	58.4%	41.8%	50.3%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	50.0%
17 Other Revenue	26,463	-	64,589	89,878	185,659	132,233	-	-	-	-	-	-	498,821
18 Total Operating Revenue	2,410,873	3,347,872	2,377,355	3,020,416	2,261,570	3,385,936	-	-	-	-	-	-	16,804,021
Expenses													
19 Salaries	1,080,639	924,382	1,181,195	1,300,784	1,339,232	1,340,302	-	-	-	-	-	-	7,166,535
20 Employee Benefits	328,211	334,873	455,171	441,934	437,704	449,606	-	-	-	-	-	-	2,447,500
21 Registry	90,136	112,039	145,820	118,087	103,401	215,905	-	-	-	-	-	-	785,389
22 Salaries and Benefits	1,498,985	1,371,295	1,782,187	1,860,805	1,880,337	2,005,814	-	-	-	-	-	-	10,399,423
23 Professional fees	198,102	216,638	181,932	218,219	219,661	274,598	-	-	-	-	-	-	1,309,150
24 Supplies	173,543	248,762	187,897	178,874	199,885	195,668	-	-	-	-	-	-	1,184,629
25 Utilities	54,273	51,006	52,694	49,960	56,043	53,493	-	-	-	-	-	-	317,469
26 Repairs and Maintenance	78,742	57,208	54,101	52,562	71,565	68,984	-	-	-	-	-	-	383,162
27 Purchased Services	432,691	539,130	467,951	502,377	547,856	477,706	-	-	-	-	-	-	2,967,711
28 Insurance	150,353	89,104	90,619	90,001	89,901	89,104	-	-	-	-	-	-	599,082
29 Depreciation	92,066	142,381	78,149	78,149	78,149	78,149	-	-	-	-	-	-	547,043
30 Rental and Leases	23,379	16,691	21,786	20,430	18,220	18,544	-	-	-	-	-	-	119,048
32 Dues and Subscriptions	9,186	10,191	11,198	29,820	18,211	21,641	-	-	-	-	-	-	100,246
33 Other Expense	59,996	68,722	79,467	124,939	324,540	107,695	-	-	-	-	-	-	765,360
34 Total Expenses	2,771,317	2,811,128	3,007,981	3,206,134	3,504,367	3,391,395	-	-	-	-	-	-	18,692,322
Surplus (Loss) from Operations	(360,444)	536,744	(630,626)	(185,718)	(1,242,797)	(5,460)	-	-	-	-	-	-	(1,888,301)
Non-Operating Income													
37 Tax Revenue	215,833	215,833	215,833	215,833	215,833	215,833	-	-	-	-	-	-	1,294,998
38 Other non-operating	52,935	4,019	23,451	29,590	11,895	97,764	-	-	-	-	-	-	219,654
Interest Income	309,747	656	364,841	131	454	407,200	-	-	-	-	-	-	1,083,028
Interest Expense	(7,222)	(7,359)	(7,233)	(7,271)	(6,939)	(248)	-	-	-	-	-	-	(36,272)
IGT Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
39 Total Non-operating	571,292	213,149	596,892	238,284	221,243	720,549	-	-	-	-	-	-	2,561,409
40 Surplus/(Loss)	210,848	749,893	(33,734)	52,566	(1,021,554)	715,090	-	-	-	-	-	-	673,108

BALANCE SHEET

FINAL
PY

ASSETS:

Current Assets

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	June
Cash and Cash Equivalents (Includes CD's)	2,173,570	2,408,840	447,054	451,768	645,960	1,330,782	0	0	0	0	0	0	0
Gross Patient Accounts Receivable	11,324,271	10,749,794	10,635,625	10,414,199	10,117,057	12,799,482	0	0	0	0	0	0	0
Less: Reserves for Allowances & Bad Debt	7,340,161	7,379,295	7,332,965	7,108,093	6,999,851	8,708,507	0	0	0	0	0	0	0
Net Patient Accounts Receivable	3,984,110	3,370,499	3,302,660	3,306,106	3,117,206	4,090,975	0	0	0	0	0	0	0
Tax Revenue Receivable	690,185	690,185	690,185	690,185	495,675	-71,412	0	0	0	0	0	0	0
Other Receivables	187,337	131,122	176,306	319,255	-301,174	543,821	0	0	0	0	0	0	0
Inventories	237,085	243,173	252,907	255,345	262,824	278,473	0	0	0	0	0	0	0
Prepaid Expenses	1,116,627	1,049,919	1,058,717	994,775	919,223	823,604	0	0	0	0	0	0	0
Due From Third Party Payers	0	0											
Due From Affiliates/Related Organizations	0	0											
Other Current Assets	0	0											
Total Current Assets	8,388,913	7,893,738	5,927,828	6,017,434	5,139,714	6,996,243	0	0	0	0	0	0	0

Assets Whose Use is Limited

Investments	40,436,455	40,436,455	40,801,102	40,801,102	40,801,102	39,208,154	0	0	0	0	0	0	0
Other Limited Use Assets	144,375	144,375	144,375	144,375	144,375	133,608	0	0	0	0	0	0	0
Total Limited Use Assets	40,580,830	40,580,830	40,945,477	40,945,477	40,945,477	39,341,762	0	0	0	0	0	0	0

Property, Plant, and Equipment

Land and Land Improvements	4,216,685	4,216,685	4,216,685	4,261,115	4,216,685	4,216,685	0	0	0	0	0	0	0
Building and Building Improvements	9,618,188	9,618,188	9,618,188	9,618,188	9,618,188	9,618,188	0	0	0	0	0	0	0
Equipment	14,951,504	17,723,504	17,845,678	17,872,096	17,945,864	18,107,310	0	0	0	0	0	0	0
Construction In Progress	3,276,653	642,303	671,858	699,783	744,116	768,491	0	0	0	0	0	0	0
Capitalized Interest													
Gross Property, Plant, and Equipment	32,063,031	32,200,681	32,352,409	32,451,182	32,524,853	32,710,674	0	0	0	0	0	0	0
Less: Accumulated Depreciation	19,243,915	19,386,296	19,464,445	19,542,594	19,620,743	19,698,892	0	0	0	0	0	0	0

Net Property, Plant, and Equipment

12,819,116 12,814,385 12,887,964 12,908,588 12,904,110 13,011,781 0 0 0 0 0 0 0 0

TOTAL UNRESTRICTED ASSETS

61,788,859 61,288,952 59,761,269 59,871,499 58,989,301 59,349,785 0 0 0 0 0 0 0 0

Restricted Assets

0 0 0 0 0 0 0 0 0 0 0 0 0 0

TOTAL ASSETS

61,788,859 61,288,952 59,761,269 59,871,499 58,989,301 59,349,785 0 0 0 0 0 0 0 0

BALANCE SHEET

FINAL
PY

LIABILITIES:

Current Liabilities

Accounts Payable	618,768	749,259	645,650	775,670	788,492	1,216,870	0	0	0	0	0	0	0
Notes and Loans Payable													
Accrued Payroll	1,549,949	1,371,742	756,000	882,166	1,051,692	1,124,579	0	0	0	0	0	0	0
Patient Refunds Payable													
Due to Third Party Payers (Settlements)	7,202,749	7,151,041	7,160,841	7,214,869	7,218,470	4,216,846	0	0	0	0	0	0	0
Advances From Third Party Payers													
Current Portion of Def Rev - Txs,	755,385	499,552	283,719	67,886	0	112,194	0	0	0	0	0	0	0
Current Portion - LT Debt	0	40,000	40,000	40,000	45,000	45,000	0	0	0	0	0	0	0
Current Portion of AB915													
Other Current Liabilities (Accrued Interest & Accrued Other)	465,458	428,292	540,328	503,612	524,904	376,714	0	0	0	0	0	0	0

Total Current Liabilities

10,592,308 10,239,885 9,426,538 9,484,203 9,628,558 7,092,203 0 0 0 0 0 0 0 0

Long Term Debt

USDA Loan	2,690,000	2,690,000	2,690,000	2,690,000	2,685,000	2,640,000	0	0	0	0	0	0	0
Leases Payable	0	0	0	0	0	0	0	0	0	0	0	0	0
Less: Current Portion Of Long Term Debt	0	0	0	0	0	0	0	0	0	0	0	0	0

Total Long Term Debt (Net of Current)

2,690,000 2,690,000 2,690,000 2,690,000 2,685,000 2,640,000 0 0 0 0 0 0 0 0

Other Long Term Liabilities

Deferred Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0								

Total Other Long Term Liabilities

0 0 0 0 0 0 0 0 0 0 0 0 0 0

TOTAL LIABILITIES

13,282,308 12,929,885 12,116,538 12,174,203 12,313,558 9,732,203 0 0 0 0 0 0 0 0

Fund Balance

Unrestricted Fund Balance	48,506,550	48,359,067	47,644,731	47,697,297	46,675,743	49,617,583					0	0	0
Temporarily Restricted Fund Balance	0	0				0							
Equity Transfer from FRHG	0	0				0							
Net Revenue/(Expenses)	2,165,769	2,915,309	-33,734	52,566	0	0	0	0	0	0	0	0	0

TOTAL FUND BALANCE

50,672,319 51,274,376 47,610,997 47,749,863 46,675,743 49,617,583 0 0 0 0 0 0 0 0

TOTAL LIABILITIES & FUND BALANCE

63,954,627 64,204,261 59,727,535 59,924,065 58,989,301 59,349,786 0 0 0 0 0 0 0 0

Units of Service For the period ending December 2023													
30						123							
Current Month						Bear Valley Community Hospital							
Dec-23		Dec-22	Actual -Budget		Act.-Act.	Dec-23		Dec-22	Actual -Budget		Act.-Act.		
Actual	Budget	Actual	Variance	Var %	Var %	Actual	Budget	Actual	Variance	Var %	Var %		
113	122	16	(9)	-7.4%	606.3%	Med Surg Patient Days	461	631	223	(170)	-26.9%	106.7%	
47	121	88	(74)	-61.2%	-46.6%	Swing Patient Days	445	628	287	(183)	-29.1%	55.1%	
652	485	351	167	34.4%	85.8%	SNF Patient Days	3,564	2,973	2,287	591	19.9%	55.8%	
812	728	455	84	11.5%	78.5%	Total Patient Days	4,470	4,232	2,797	239	5.6%	59.8%	
35	20	8	15	75.0%	337.5%	Acute Admissions	145	120	82	25	20.8%	76.8%	
37	20	6	17	85.0%	516.7%	Acute Discharges	136	120	77	16	13.3%	76.6%	
3.1	6.1	2.7	(0.5)	-8.7%	14.5%	Acute Average Length of Stay	3.4	5.3	2.9	(10.6)	-201.6%	17.0%	
3.8	4.1	0.53	(0.30)	-7.4%	606.3%	Acute Average Daily Census	3.7	5	1.8	(1.4)	-26.9%	106.7%	
23.3	20.2	14.6	3.1	15.3%	59.2%	SNF/Swing Avg Daily Census	32.6	29	20.9	3.3	11.3%	55.7%	
27.1	24.3	15.2	2.8	11.5%	78.5%	Total Avg. Daily Census	36.3	34	22.7	1.9	5.6%	59.8%	
60%	54%	34%	6%	11.5%	78.5%	% Occupancy	81%	76%	51%	4%	5.6%	59.8%	
33	2	2	31	1550.0%	1550.0%	Emergency Room Admitted	128	52	48	76	146.2%	166.7%	
1,311	1,295	1,293	16	1.2%	1.4%	Emergency Room Discharged	5,895	6,156	6,003	(261)	-4.2%	-1.8%	
1,344	1,303	1,295	41	3.1%	3.8%	Emergency Room Total	6,023	6,240	6,051	(217)	-3.5%	-0.5%	
45	43	43	1	3.1%	3.8%	ER visits per calendar day	49	51	49	(2)	-3.5%	-0.5%	
94%	10%	25%	48%	483.9%	277.1%	% Admits from ER	88%	43%	59%	33%	75.9%	50.8%	
10	-	-	10	0.0%	#DIV/0!	Surgical Procedures I/P	13	-	-	13	0.0%	#DIV/0!	
11	20	6	(9)	-46.1%	83.3%	Surgical Procedures O/P	72	126	15	(54)	-42.6%	380.0%	
21	20	6	1	2.9%	250.0%	TOTAL Procedures	85	126	15	(41)	-32.3%	466.7%	
150	150	274	-	0.0%	-45.3%	Surgical Minutes Total	-	-	(150)	-	#DIV/0!	-100.0%	

Units of Service												
For the period ending December 2023												
Current Month						Bear Valley Community Hospital			Year-To-Date			
Dec-23		Dec-22	Actual	-Budget	Act.-Act.		Dec-23		Dec-22	Actual	-Budget	Act.-Act.
Actual	Budget	Actual	Variance	Var %	Var %		Actual	Budget	Actual	Variance	Var %	Var %
6,766	5,415	6,298	1,351	24.9%	7.4%	Lab Procedures	36,406	34,728	37,783	1,678	4.8%	-3.6%
1,062	931	1,096	131	14.1%	-3.1%	X-Ray Procedures	4,774	4,587	4,425	187	4.1%	7.9%
473	541	529	(68)	-12.6%	-10.6%	C.T. Scan Procedures	2,366	2,526	2,160	(160)	-6.3%	9.5%
153	122	143	31	25.4%	7.0%	Ultrasound Procedures	886	853	1,001	33	3.9%	-11.5%
26	81	36	(55)	-67.9%	-27.8%	Mammography Procedures	320	398	280	(78)	-19.6%	14.3%
298	294	286	4	1.4%	4.2%	EKG Procedures	362	300	281	62	20.7%	28.8%
171	132	148	39	29.5%	15.5%	Respiratory Procedures	127	160	142	(33)	-20.6%	-10.6%
2,266	1,403	1,837	863	61.5%	23.4%	Physical Therapy Procedures	11,408	11,049	11,374	359	3.2%	0.3%
1,259	1,420	1,478	(161)	-11.3%	-14.8%	Primary Care Clinic Visits	8,616	8,306	9,096	310	3.7%	-5.3%
255	144	161	111	77.4%	58.4%	Specialty Clinic Visits	1,446	1,291	1,314	155	12.0%	10.0%
1,514	1,563	1,639	(49)	-3.2%	-7.6%	Clinic	10,062	9,597	10,410	465	4.8%	-3.3%
58	60	63	(2)	-3.2%	-7.6%	Clinic visits per work day	55	53	57	3	4.8%	-3.3%
12.1%	15.00%	13.20%	-2.90%	-19.33%	-8.33%	% Medicare Revenue	15.93%	15.00%	14.52%	0.93%	6.22%	9.76%
36.90%	37.00%	27.70%	-0.10%	-0.27%	33.21%	% Medi-Cal Revenue	35.77%	37.00%	36.12%	-1.23%	-3.33%	-0.97%
45.30%	45.00%	51.80%	0.30%	0.67%	-12.55%	% Insurance Revenue	45.15%	45.00%	44.65%	0.15%	0.33%	1.12%
5.70%	3.00%	7.30%	2.70%	90.00%	-21.92%	% Self-Pay Revenue	3.15%	3.00%	4.72%	0.15%	5.00%	-33.22%
28,758.7	179.7	160.0	28,579.0	15900.0%	17874.2%	Productive FTE's	948.28	718.0	933.7	230.3	32.1%	1.6%
32,871.9	205.4	160.0	32,666.5	15900.0%	20444.9%	Total FTE's	1,148.68	799.4	1,128.8	349.3	43.7%	1.8%

**Bear Valley Community Healthcare District
Financial Statements**

Statement of Operations - 12 month trend

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	12 mo average
Gross Patient Revenue													
Inpatient	344,751	347,062	238,158	351,086	430,788	373,213	340,168	462,604	350,063	457,697	428,931	555,634	390,013
Outpatient	718,574	768,905	795,618	887,460	863,944	893,104	902,263	1,030,938	819,702	948,398	867,397	925,062	868,447
Clinic	273,212	249,139	267,268	302,925	331,631	300,448	257,886	317,748	276,266	278,391	280,235	255,716	282,572
Emergency Room	4,857,658	3,669,587	3,272,633	3,195,026	2,953,064	3,420,212	3,920,840	3,322,631	3,026,657	2,886,971	2,973,534	4,276,677	3,481,291
Skilled Nursing Facility	295,858	300,602	325,660	344,231	320,283	310,750	345,594	395,272	415,260	443,466	410,377	453,487	363,403
Total patient revenue	6,490,053	5,335,296	4,899,337	5,080,728	4,899,710	5,297,727	5,766,751	5,529,193	4,887,947	5,014,923	4,960,473	6,466,575	5,385,726
Revenue Deductions	C/A 0.38	0.49	0.49	0.41	0.51	0.33	0.58	0.32	0.49	0.38	0.51	0.44	0.44
Contractual Allow	2,475,565	2,609,719	2,392,514	2,078,806	2,519,551	1,758,114	3,331,916	1,794,836	2,409,446	1,898,456	2,526,641	2,853,188	2,387,396
Contractual Allow PY	(151,228)	(149,975)	(149,359)	(499,764)	(500,000)	(500,000)	-	-	-	-	-	-	(177,302)
Charity Care	12,599	27	39,498	7,411	22,704	15,544	26,144	6,584	63,545	69	22,281	8,068	18,706
Administrative	2,092	4,471	3,641	33,954	56,810	1,051	1,247	1,779	3,502	(1,399)	1,734	1,767	9,221
Policy Discount	13,970	15,803	15,481	16,979	(83,520)	111,833	11,493	12,173	8,792	9,366	9,622	16,420	13,201
Employee Discount	10,360	6,802	4,672	6,542	3,526	4,239	8,349	5,839	7,292	4,737	9,243	2,719	6,193
Bad Debts	335,460	231,253	80,815	80,710	37	232,829	(71,983)	255,782	10,007	23,350	229,416	259,611	138,940
Denials	68,403	66,275	130,328	98,149	109,101	85,009	75,175	104,327	72,599	149,807	85,623	71,099	92,991
Total revenue deductions	2,767,219	2,784,373	2,517,589	1,822,787	2,128,210	1,708,620	3,382,341	2,181,320	2,575,182	2,084,385	2,884,561	3,212,872	2,504,122
Net Patient Revenue	3,722,833	2,550,923	2,381,748	3,257,941	2,771,500	3,589,107	2,384,410	3,347,872	2,312,766	2,930,538	2,075,911	3,253,703	2,881,604
net / tot pat rev	57.4%	47.8%	48.6%	64.1%	56.6%	67.7%	41.3%	60.5%	47.3%	58.4%	41.8%	50.3%	53.5%
Other Revenue	113,357	174,410	27,355	326,904	108,322	304,878	26,463	-	64,589	89,878	185,659	132,233	129,504
Total Operating Revenue	3,836,190	2,725,333	2,409,103	3,584,845	2,879,822	3,893,985	2,410,873	3,347,872	2,377,355	3,020,416	2,261,570	3,385,936	3,011,108
Expenses													
Salaries	1,183,475	1,090,355	1,167,299	1,110,339	1,237,878	1,438,795	1,080,639	924,382	1,181,195	1,300,784	1,339,232	1,340,302	1,199,556
Employee Benefits	418,696	347,208	442,479	393,183	403,340	462,504	328,211	334,873	455,171	441,934	437,704	449,606	409,576
Registry	114,863	142,413	151,990	122,457	146,260	147,141	90,136	112,039	145,820	118,087	103,401	215,905	134,209
Salaries and Benefits	1,717,034	1,579,976	1,761,768	1,625,979	1,787,478	2,048,440	1,498,985	1,371,295	1,782,187	1,860,805	1,880,337	2,005,814	1,743,341
Professional fees	157,740	161,011	158,485	204,937	214,070	214,042	198,102	216,638	181,932	218,219	219,661	274,598	201,620
Supplies	209,857	187,676	162,957	146,766	226,852	159,823	173,543	248,762	187,897	178,874	199,885	195,668	189,880
Utilities	43,994	49,507	51,157	53,165	51,841	44,562	54,273	51,006	52,694	49,960	56,043	53,493	50,975
Repairs and Maintenance	47,141	37,504	49,876	65,965	49,460	70,800	78,742	57,208	54,101	52,562	71,565	68,984	58,659
Purchased Services	464,119	416,682	430,281	495,710	491,862	424,022	432,691	539,130	467,951	502,377	547,856	477,706	474,199
Insurance	71,183	71,183	71,183	72,192	71,284	71,285	150,353	89,104	90,619	90,001	89,104	85,616	85,616
Depreciation	92,066	92,066	92,066	92,066	92,066	92,066	92,066	142,381	78,149	78,149	78,149	78,149	91,620
Rental and Leases	31,740	28,028	203,170	26,357	20,115	20,509	23,379	16,691	21,786	20,430	18,220	18,544	37,414
Dues and Subscriptions	7,788	8,460	8,879	9,866	10,864	6,671	9,186	10,191	11,198	29,820	18,211	21,641	12,731
Other Expense.	42,758	38,940	67,464	73,841	66,702	87,756	59,996	68,722	79,467	124,939	324,540	107,695	95,235
Total Expenses	2,885,420	2,671,034	3,057,288	2,866,844	3,082,595	3,239,976	2,771,317	2,811,128	3,007,981	3,206,134	3,504,367	3,391,395	3,041,290
Surplus (Loss) from Operations	950,770	54,299	(648,185)	718,001	(202,773)	654,009	(360,444)	536,744	(630,626)	(185,718)	(1,242,797)	(5,460)	(30,182)
Non-Operating Income													
Tax Revenue	215,833	215,833	215,833	253,085	215,833	215,833	215,833	215,833	215,833	215,833	215,833	215,833	218,937
Other non-operating	43,620	9,220	9,287	9,191	9,340	(65,243)	52,935	4,019	23,451	29,590	11,895	97,764	19,589
Interest Income	971	379	239,901	(1,090)	1,931	229	309,747	656	364,841	131	454	407,200	110,446
Interest Expense	(7,046)	(7,193)	(7,100)	(7,175)	(7,243)	(7,245)	(7,222)	(7,359)	(7,233)	(7,271)	(6,939)	(248)	(6,606)
IGT Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Non-operating	253,379	218,238	457,921	254,011	219,861	143,574	571,292	213,149	596,892	238,284	221,243	720,549	342,366
Surplus/(Loss)	1,204,149	272,537	(190,264)	972,012	17,088	797,583	210,848	749,893	(33,734)	52,566	(1,021,554)	715,090	312,184

Statistics

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	12 mo average
Patient Days Acute	64	57	51	55	93	61	28	97	68	90	65	113	70
Patient Days Swing	51	68	42	38	32	61	14	93	79	104	108	47	61
Patient Days SNF	429	429	471	495	462	448	498	568	598	640	608	652	525
ER Visits	1,330	1,017	893	945	915	965	1,133	989	926	814	817	1,344	1,007
FHC Clinic Visits	1,314	1,165	1,214	1,375	1,454	1,342	1,156	1,473	1,227	1,237	1,190	1,208	1,280
RHC Clinic Visits	70	102	91	96	128	95	278	108	83	110	94	51	109
Dental Visits	217	185	265	390	299	303	215	337	272	264	259	255	272
Surgey - IP	2	4	2	1	-	-	-	-	-	-	3	10	2
Surgey - OP	-	4	4	2	2	11	8	12	6	13	22	11	8
Physical Therapy	1,929	1,741	1,827	2,839	2,068	2,565	2,318	3,018	2,225	2,463	2,532	2,266	2,316
Respiratory Therapy	127	97	106	97	112	117	97	96	69	100	138	171	111
Laboratory	6,125	4,936	4,883	5,970	6,069	5,853	6,634	6,527	5,853	5,969	5,614	6,766	5,933
Radiology - X-Ray	1,203	955	871	910	762	810	880	817	653	678	617	1,062	852
Mammography	44	55	38	47	75	32	19	98	52	94	42	26	52
CT	630	493	435	375	340	410	497	394	334	371	331	473	424
Ultrasound	158	114	138	186	189	181	129	216	146	191	158	153	163
Urgent Care	591	401	387	372	418	475	528	570	503	544	606	807	517



CFO REPORT for

February 2024 Finance Committee and Board

Financial Feasibility

We have begun work with WIPFLi on our Financial Feasibility project as required by USDA.

Underwriter – Seismic Project

We have engaged the company selected by the board for assisting with project financing.

December 2023 check register

Attached is our November 2023 check register for the information of the committee.



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CODE	NUMBER	DATE	AMOUNT	PAYEE
FMB	111585	12/07/23	1,170.00	427 ARCHITECTURE
FMB	111586	12/07/23	4,186.88	AFLAC
FMB	111587	12/07/23	767.30	AGILITI HEALTH, INC.
FMB	111588	12/07/23	1,219.58	AMAZON CAPITAL SERVICES, INC
FMB	111589	12/07/23	390.68	AMERISOURCEBERGEN
FMB	111590	12/07/23	1,250.00	ANDY WERKING
FMB	111591	12/07/23	343.85	BEAR VALLEY ELECTRIC
FMB	111592	12/07/23	861.42	BEST WESTERN PLUS BIG BEAR CHA
FMB	111593	12/07/23	16,715.00	BIG BEAR FAMILY MEDICINE, INC
FMB	111594	12/07/23	2,500.00	BRENT BEAIRD, MD
FMB	111595	12/07/23	160.00	BRYAN SHARP
FMB	111596	12/07/23	813.44	BUTCHERS BLOCK
FMB	111597	12/07/23	1,151.60	CALIF TOOL & WELDING SUPPLY
FMB	111598	12/07/23	2,665.00	CALVIN PRAMANN, DC
FMB	111599	12/07/23	.00	CARDINAL HEALTH
FMB	111600	12/07/23	1,125.00	CAW DBA VTECH
FMB	111601	12/07/23	53.58	COUNTY OF SAN BERNARDINO
FMB	111602	12/07/23	137,080.47	CPSI/EVIDENT
FMB	111603	12/07/23	40,300.00	D CRITEL NURSING ANESTH INC
FMB	111604	12/07/23	12,800.00	DAVID HORNER PC
FMB	111605	12/07/23	533.00	DEPT OF MOTOR VEHICLES
FMB	111606	12/07/23	687.50	DIY HOME CENTER
FMB	111607	12/07/23	900.00	ED DEE JAY ENTERTAINMENT INC
FMB	111608	12/07/23	19,497.91	ELITE FOODSERVICE DEVELOPMENT
FMB	111609	12/07/23	2,860.31	EMERALD TEXTILES
FMB	111610	12/07/23	108.08	ERIN WILSON
FMB	111611	12/07/23	8,897.27	FISHER HEALTHCARE
FMB	111612	12/07/23	19.27	GEIGER SUPPLY
FMB	111613	12/07/23	75.00	GNXCOR USA INC
FMB	111614	12/07/23	489.00	GOLDEN STATE STORAGE
FMB	111615	12/07/23	490.93	GRAINGER PARTS
FMB	111616	12/07/23	17,550.00	HABEN PROF. CHIROPRACTIC CORP.
FMB	111617	12/07/23	2,000.00	HIGH DESERT PATHOLOGY MDCL GRP
FMB	111618	12/07/23	20.00	INNOVATIVE CREDIT SOLUTIONS
FMB	111619	12/07/23	325.00	JAMES SKOEN
FMB	111620	12/07/23	1,890.47	MATHESON TRI GAS INC.
FMB	111621	12/07/23	2,400.00	MEDICAL DISPATCH
FMB	111622	12/07/23	.00	VOIDED
FMB	111623	12/07/23	4,903.49	MEDLINE INDUSTRIES INC
FMB	111624	12/07/23	1,500.00	MICHAEL NORMAN DO
FMB	111625	12/07/23	1,500.00	MISSION SURGICAL CLINIC
FMB	111626	12/07/23	3,605.00	NAVE LAW OFFICE, PC
FMB	111627	12/07/23	3,990.00	O'HAGAN MEYER LLC
FMB	111628	12/07/23	15,926.65	ORTHO-CLINICAL DIAGNOSTICS INC
FMB	111629	12/07/23	23,000.00	PAUL F STEMMER MD
FMB	111630	12/07/23	24.24	PERFORMANCE HEALTH SUPPLY INC.
FMB	111631	12/07/23	3,000.00	PETTY CASH - NICOLE WARD
FMB	111632	12/07/23	255.59	PETTY CASH - VICTORIA SHIVELY
FMB	111633	12/07/23	30.00	PL MEDICAL CO., LLC
FMB	111634	12/07/23	2,003.06	QUADIENT FINANCE USA, INC

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CODE	NUMBER	DATE	AMOUNT	PAYEE
FMB	111635	12/07/23	43.96	REGINA WHITE
FMB	111636	12/07/23	975.00	ROSHAN T MELVANI MD INC
FMB	111637	12/07/23	124.46	SIEMENS HEALTHCARE DIAGNOSTICS
FMB	111638	12/07/23	15,833.00	SOL RADIOLOGY INC
FMB	111639	12/07/23	1,820.00	STALCUP LANDSCAPE INNOVATIONS
FMB	111640	12/07/23	4,491.56	STAPLES ADVANTAGE
FMB	111641	12/07/23	21,525.00	STEVEN MICHAEL KNAPIK
FMB	111642	12/07/23	662.50	T-SYSTEM, INC
FMB	111643	12/07/23	621.81	THE CARPET BARN
FMB	111644	12/07/23	91.24	TRI ANIM HEALTH SERVICES INC
FMB	111645	12/07/23	101.99	UNITED PARCEL SERVICE
FMB	111646	12/07/23	1,304.34	URESIL, LLC
FMB	111647	12/07/23	12,100.00	V. MADHU ANVEKAR MD, INC.
FMB	111648	12/07/23	645.88	VISA
FMB	111649	12/07/23	1,800.00	WELLSKY CORP
FMB	111650	12/07/23	38,750.00	WILLIAM CANNATA, MD
FMB *	111651	12/07/23	529.48	ZOLL MEDICAL CORP.
FMB	111653	12/14/23	10,644.00	AB STAFFING SOLUTIONS LLC
FMB	111654	12/14/23	3,795.00	ACIST MEDICAL SYSTEMS, INC
FMB	111655	12/14/23	10,056.00	ALOIS, LLC
FMB	111656	12/14/23	1,230.01	AMERICAN HEART ASSOC. INC.
FMB	111657	12/14/23	4,277.50	BAI SECURITY INC
FMB	111658	12/14/23	24,195.20	BEAR VALLEY ELECTRIC
FMB	111659	12/14/23	7,052.26	BECKMAN COULTER INC
FMB	111660	12/14/23	600.00	BELLA NATALIE CERVATES
FMB	111661	12/14/23	1,267.08	BERNADETTE WOODS
FMB	111662	12/14/23	34,220.91	BETA HEALTHCARE GROUP
FMB	111663	12/14/23	35,852.75	BETA HEALTHCARE GROUP
FMB	111664	12/14/23	197.42	BIG BEAR CITY CSD
FMB	111665	12/14/23	11,809.75	CALIFORNIA BOILER INC
FMB	111666	12/14/23	.00	CARDINAL HEALTH
FMB	111667	12/14/23	1,220.80	CARDINAL HEALTH PHARMACY SERVI
FMB	111668	12/14/23	49,210.00	CENTER FOR ORAL HEALTH
FMB	111669	12/14/23	828.29	CHARTER COMMUNICATIONS HOLDING
FMB	111670	12/14/23	1,155.58	DWP CITY OF BIG BEAR LAKE
FMB	111671	12/14/23	2,461.65	EMERALD TEXTILES
FMB	111672	12/14/23	45.00	EVAN RAYNER
FMB	111673	12/14/23	390.12	EXPERIAN HEALTH, INC
FMB	111674	12/14/23	1,862.80	FIDELITY SECURITY LIFE INS CO
FMB	111675	12/14/23	1,988.50	FRESENIUS KABI LLC
FMB	111676	12/14/23	2,342.28	FRONTIER COMMUNICATIONS
FMB	111677	12/14/23	45.00	GARTH HAMBLIN
FMB	111678	12/14/23	21,913.68	GATEWAY ACCEPTANCE CO.
FMB	111679	12/14/23	133.37	GLOBALSTAR USA
FMB	111680	12/14/23	3,552.00	HOST HEALTHCARE INC.
FMB	111681	12/14/23	5,582.14	INDEED, INC.
FMB	111682	12/14/23	1,147.64	IPITOMY COMMUNICATIONS LLC
FMB	111683	12/14/23	1,455.76	J AND J PRODUCE CO
FMB	111684	12/14/23	300.00	JULIO LOPEZ
FMB	111685	12/14/23	5,953.50	MARSH & MCLENNAN AGENCY LLC
FMB	111686	12/14/23	43.92	MCKESSON MEDICAL SURGICAL

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CODE	NUMBER	DATE	AMOUNT PAYEE
FMB	111687	12/14/23	34,754.76 MEDELY, INC.
FMB	111688	12/14/23	10,995.82 MEDLINE INDUSTRIES INC
FMB	111689	12/14/23	16,417.16 MURRAYS SALOON AND EATERY
FMB	111690	12/14/23	174.85 PERFORMANCE HEALTH SUPPLY INC.
FMB	111691	12/14/23	1,388.47 RADWORKS LLC
FMB	111692	12/14/23	1,025.90 RELIAS LLC
FMB	111693	12/14/23	229.00 SISTER MY SISTER BAKE SHOP
FMB	111694	12/14/23	11,266.00 TELE CONNECT THERAPIES
FMB	111695	12/14/23	465.62 TRI ANIM HEALTH SERVICES INC
FMB	111696	12/14/23	6,343.15 TRI RAD INC
FMB	111697	12/14/23	642.20 UNITED NURSES ASSOCIATION
FMB	111698	12/14/23	1,775.57 WAXIE SANITARY SUPPLY
FMB	111699	12/14/23	116.90 BLUE CROSS OF CA
FMB	111700	12/14/23	193.50 HUMANA
FMB	111701	12/14/23	675.00 RITENOUR MARGARET A
FMB	111702	12/14/23	300.00 AUTUMN WASHBURN
FMB	111703	12/14/23	300.00 BRIANNA HAYES
FMB	111704	12/14/23	300.00 CARLA JOHNSTON
FMB	111705	12/14/23	300.00 DOUGLAS SCHULL
FMB	111706	12/14/23	300.00 GLORIA T. GUTIERREZ
FMB	111707	12/14/23	300.00 JAMES STEWART
FMB	111708	12/14/23	300.00 JANET COPLEY
FMB	111709	12/14/23	300.00 JANET MAXWELL
FMB	111710	12/14/23	300.00 JILAYNE LOSTRACCO
FMB	111711	12/14/23	300.00 MARICARMEN MILAN
FMB	111712	12/14/23	.00 MYRA SEBASTIAN
FMB	111713	12/14/23	300.00 NANCY YANKER
FMB	111714	12/14/23	300.00 NICOLE WHEELER
FMB *	111715	12/14/23	300.00 MAYRA SANTOS SEBASTIAN
FMB *	111718	12/18/23	472.00 CALIF DEPT OF PUBLIC HEALTH
FMB	111721	12/19/23	4,000.00 BRADLEY/GROMBACHER LLP
FMB *	111722	12/19/23	3,200.00 SHARICE JACKSON
FMB	111724	12/20/23	182.74 HEALTH NET OF CA
FMB	111725	12/20/23	294.74 KAISER PERMANENTE RECOV
FMB	111726	12/20/23	64.59 MOLINA HEALTHCARE OF CA
FMB	111727	12/20/23	3,541.05 OPTUM
FMB	111728	12/20/23	1,845,899.00 NORIDIAN HEALTHCARE SOLUTIONS
FMB	111729	12/20/23	7,671.81 AGILITI HEALTH, INC.
FMB	111730	12/20/23	268.69 AIRGAS USA,LLC
FMB	111731	12/20/23	94.32 ALAN DAVID POLITI
FMB	111732	12/20/23	1,115.86 AMAZON CAPITAL SERVICES, INC
FMB	111733	12/20/23	415.38 AT&T MOBILITY LLC
FMB	111734	12/20/23	236.33 AUTOZONE STORES, LLC
FMB	111735	12/20/23	1,140.46 BATTERY MART
FMB	111736	12/20/23	610.81 BAUSCH & LOMB AMERICAS INC.
FMB	111737	12/20/23	4,437.07 BEAR VALLEY ELECTRIC
FMB	111738	12/20/23	845.89 BECKMAN COULTER INC
FMB	111739	12/20/23	255.30 BEST WESTERN PLUS BIG BEAR CHA
FMB	111740	12/20/23	5,188.25 BIG BEAR DISPOSAL
FMB	111741	12/20/23	1,801.08 BRACCO DIAGNOSTICS INC
FMB	111742	12/20/23	656.00 BRENTWOOD COMMUNICATION

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CODE	NUMBER	DATE	AMOUNT	PAYEE
FMB	111743	12/20/23	279.42	BURLIDGE USA, INC.
FMB	111744	12/20/23	244.00	C&D TERMITE & PEST CONTROL
FMB	111745	12/20/23	7,391.50	CANON MEDICAL SYSTEMS USA, INC
FMB	111746	12/20/23	.00	CARDINAL HEALTH
FMB	111747	12/20/23	1,948.50	CARDIOLOGY SPECIALISTS MED GRP
FMB	111748	12/20/23	8,460.78	CAREFUSION SOLUTIONS LLC
FMB	111749	12/20/23	3,857.21	CLEAN HARBORS ENVRMTL SERV INC
FMB	111750	12/20/23	1,542.00	COLA INC
FMB	111751	12/20/23	943.00	COUNTY OF SAN BERNARDINO
FMB	111752	12/20/23	192.00	DEPT OF JUSTICE
FMB	111753	12/20/23	500.00	DIANE LOPEZ
FMB	111754	12/20/23	1,787.16	EMERALD TEXTILES
FMB	111755	12/20/23	996.00	EXTRA SPACE MANAGEMENT INC
FMB	111756	12/20/23	4,971.09	FISHER HEALTHCARE
FMB	111757	12/20/23	3,318.03	GATEWAY ACCEPTANCE CO.
FMB	111758	12/20/23	100.00	GLOBO LANGUAGE SOLUTIONS LLC
FMB	111759	12/20/23	468.72	GRAPHICS DESIGNED INK INC.
FMB	111760	12/20/23	301.93	HEALTH CARE LOGISTICS
FMB	111761	12/20/23	1,968.75	HEARTWORKS, INC
FMB	111762	12/20/23	250.00	HUMAN MEDICAL BILLING
FMB	111763	12/20/23	1,124.49	INSTRUMENTATION LABORATORY
FMB	111764	12/20/23	2,486.47	IRON MOUNTAIN INC
FMB	111765	12/20/23	86.19	JAMES MARLEY
FMB	111766	12/20/23	500.00	JAMIE DAVIDSON
FMB	111767	12/20/23	3,671.21	JOHNSON CNTRLS FIRE PROT. LP
FMB	111768	12/20/23	168.00	LABORATORY CORP OF AMERICA
FMB	111769	12/20/23	3,774.37	LEASING ASSOC. BARRINGTON, INC
FMB	111770	12/20/23	123.50	LIFESTREAM
FMB	111771	12/20/23	135.00	LISA SHARP
FMB	111772	12/20/23	187.44	LITTLE GREEN HOUSE FLORIST
FMB	111773	12/20/23	339.00	M AND M MECHANICAL INC
FMB	111774	12/20/23	22,026.77	MEDELY, INC.
FMB	111775	12/20/23	.00	VOIDED
FMB	111776	12/20/23	12,906.44	MEDLINE INDUSTRIES INC
FMB	111777	12/20/23	224.14	MICHAEL MURSICK
FMB	111778	12/20/23	425.00	NAMSS
FMB	111779	12/20/23	646.10	ORTHO-CLINICAL DIAGNOSTICS INC
FMB	111780	12/20/23	585.77	PARACLETE FIRE & SAFETY, INC
FMB	111781	12/20/23	946.45	QUADIENT LEASING USA INC
FMB	111782	12/20/23	3,933.00	RAM HEALTHCARE CONSULTING GROU
FMB	111783	12/20/23	3,222.40	READY REFRESH BY NESTLE
FMB	111784	12/20/23	980.00	RIVCOMM, INC.
FMB	111785	12/20/23	286.95	SMILEMAKERS
FMB	111786	12/20/23	2,898.13	SOFTSCRIPT INC
FMB	111787	12/20/23	21,833.00	SOL RADIOLOGY INC
FMB	111788	12/20/23	3,300.00	STANLEY K MATHIS, DPM, INC.
FMB	111789	12/20/23	495.76	STAPLES ADVANTAGE
FMB	111790	12/20/23	19,840.02	STRYKER SALES CORPORATION
FMB	111791	12/20/23	6,215.48	SYSCO RIVERSIDE INC
FMB	111792	12/20/23	55.80	SYMEX AMERICA, INC.
FMB	111793	12/20/23	164.06	TAVOCA INC

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CODE	NUMBER	DATE	AMOUNT	PAYEE
FMB	111794	12/20/23	593.28	THE GALLERY COLLECTION
FMB	111795	12/20/23	5,750.00	THE MAVEN PROJECT
FMB	111796	12/20/23	.00	TITANHQ
FMB	111797	12/20/23	808.13	TRUMED FINANCIAL SERVICES - LB
FMB	111798	12/20/23	32.61	UNITED PARCEL SERVICE
FMB	111799	12/20/23	6,802.74	US FOOD SERVICE INC
FMB *	111800	12/20/23	1,442.99	WAXIE SANITARY SUPPLY
FMB	111802	12/28/23	543.66	BLUE CROSS OF CA
FMB	111803	12/28/23	3,960.00	AB STAFFING SOLUTIONS LLC
FMB	111804	12/28/23	30.96	ABBOTT LABORATORIES
FMB	111805	12/28/23	3,329.21	ACUMED LLC
FMB	111806	12/28/23	255.70	AIRGAS USA,LLC
FMB	111807	12/28/23	458.68	ALBERTSONS SAFEWAY
FMB	111808	12/28/23	3,660.75	ALL PROTECTION ALARM
FMB	111809	12/28/23	5,334.00	ALOIS, LLC
FMB	111810	12/28/23	2,886.10	AMAZON CAPITAL SERVICES, INC
FMB	111811	12/28/23	2,475.00	AMERICAN AIR BALANCE CO., INC.
FMB	111812	12/28/23	210.93	AMERISOURCEBERGEN
FMB	111813	12/28/23	1,730.00	ANDY MEADORS BRANDING, INC
FMB	111814	12/28/23	879.24	APPLIED MEDICAL
FMB	111815	12/28/23	109.02	ARMSTRONG MEDICAL INDUSTRIES
FMB	111816	12/28/23	133.37	BECKMAN COULTER INC
FMB	111817	12/28/23	1,212.48	BECTON DICKINSON AND COMPANY
FMB	111818	12/28/23	2,053.60	BIG BEAR GRIZZLY
FMB	111819	12/28/23	700.00	BIG BEAR OUTDOOR ADVERTISING
FMB	111820	12/28/23	750.00	BRYAN EXHAUST SERVICE INC
FMB	111821	12/28/23	192.00	CALIF DEPT OF PUBLIC HEALTH
FMB	111822	12/28/23	180.03	CALIF TELEHEALTH NETWORK
FMB	111823	12/28/23	1,254.37	CALIF TOOL & WELDING SUPPLY
FMB	111824	12/28/23	.00	CARDINAL HEALTH
FMB	111825	12/28/23	211.16	CARSTENS
FMB	111826	12/28/23	1,750.00	CHEROKEE CHEMICAL CO., INC
FMB	111827	12/28/23	21,456.00	CPSI/EVIDENT
FMB	111828	12/28/23	4,674.32	EMERALD TEXTILES
FMB	111829	12/28/23	187.39	FASTENAL CO
FMB	111830	12/28/23	947.28	FISHER HEALTHCARE
FMB	111831	12/28/23	2,124.09	FRESENIUS KABI LLC
FMB	111832	12/28/23	6,636.06	GATEWAY ACCEPTANCE CO.
FMB	111833	12/28/23	171.57	GRAINGER PARTS
FMB	111834	12/28/23	75.00	HIGH DESERT NEPHROLOGY MEDICAL
FMB	111835	12/28/23	8,652.75	HOSP ASSOC OF SO CAL
FMB	111836	12/28/23	11,990.00	I2I POPULATION HEALTH
FMB	111837	12/28/23	886.78	INSTRUMENTATION LABORATORY
FMB	111838	12/28/23	94.54	JAMES STEWART
FMB	111839	12/28/23	1,474.00	KBHR FM
FMB	111840	12/28/23	1,053.02	KERRI JEX
FMB	111841	12/28/23	10,482.21	LABORATORY CORP OF AMERICA
FMB	111842	12/28/23	79.70	LEGALSHIELD
FMB	111843	12/28/23	1,756.50	LIFESTREAM
FMB	111844	12/28/23	280.38	MCKESSON MEDICAL SURGICAL
FMB	111845	12/28/23	2,835.00	MCNEIL, TROPP & BRAUN, LLP

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CODE	NUMBER	DATE	AMOUNT	PAYEE
FMB	111846	12/28/23	169.26	MED PASS INC
FMB	111847	12/28/23	16,901.34	MEDELY, INC.
FMB	111848	12/28/23	.00	VOIDED
FMB	111849	12/28/23	24,341.87	MEDLINE INDUSTRIES INC
FMB	111850	12/28/23	91.75	OJ'S DONUT HOUSE
FMB	111851	12/28/23	129.32	ORTHO-CLINICAL DIAGNOSTICS INC
FMB	111852	12/28/23	4,500.00	PHILIPS HEALTHCARE
FMB	111853	12/28/23	150.00	PIHRA
FMB	111854	12/28/23	101,837.73	QUORUM HEALTH RESOURCES LLC
FMB	111855	12/28/23	2,109.00	RAM HEALTHCARE CONSULTING GROU
FMB	111856	12/28/23	1,860.26	STAPLES ADVANTAGE
FMB	111857	12/28/23	1,461.31	STAPLES PROMOTIONAL PRODUCTS
FMB	111858	12/28/23	19,826.45	STERIS CORPORATION
FMB	111859	12/28/23	40.65	SYSCO RIVERSIDE INC
FMB	111860	12/28/23	23,173.85	T-SYSTEM, INC
FMB	111861	12/28/23	1,233.64	TEAMSTERS LOCAL 1932
FMB	111862	12/28/23	773.87	TRONEX INTERNATIONAL, INC
FMB	111863	12/28/23	633.30	UNITED NURSES ASSOCIATION
FMB	111864	12/28/23	35.55	UNITED PARCEL SERVICE
FMB	111865	12/28/23	3,271.29	US FOOD SERVICE INC
FMB	111866	12/28/23	151.02	WAXIE SANITARY SUPPLY
FMB	111867	12/28/23	1,058.97	ZOLL MEDICAL CORP.
FMB	111868	12/28/23	4,186.88	AFLAC
FMB	111869	12/28/23	195,144.48	CALPERS1486578418
FMB	111870	12/28/23	8,968.36	MUTUAL OF OMAHA
TOTALS:			3,355,778.75	



CNO Monthly Report

TOPIC	UPDATE
1. Regulatory	<ul style="list-style-type: none"> CDPH visit on site for 2 ED complaints – waiting for 2567 In SNF Survey window- expecting annual survey at any time
2. Budget/Staffing	<ul style="list-style-type: none"> Nurse vacancies in ED, SNF and Acute- working on new postcards for recruitment Interim DON in place for SNF & Acute
3. Departmental Reports	
<ul style="list-style-type: none"> Emergency Department 	<ul style="list-style-type: none"> Working on requirements for BETA Quest for Zero Tier I and II projects. Participating in BETA ED Collaborative- high risk missed diagnosis project in process. Implemented throughput action plan for winter volume increase. Submitted preliminary stroke receiving center application to ICEMA- waiting for ICEMA to review accreditation requirements with their medical director. Will be meeting with ICEMA by Teams next week to review the application. Presenting the application and potential waiver to ICEMA Stroke Committee on Feb 15. High risk call back program in place, working on improvements to the program. Monitoring call back program for potential reduction in 7 day return visits to the ED. Hoping to reduce avoidable ED returns through call backs. Working on EHR- cloud based upgrade and implementation of medication scanning program.
<ul style="list-style-type: none"> Acute 	<ul style="list-style-type: none"> Census at around 4 each day. There is a current decrease in Swing bed admissions- working on strategies for increasing Swing volume. Implementing real time post discharge survey program through NRC Working on filling vacant nursing positions
<ul style="list-style-type: none"> Skilled Nursing 	<ul style="list-style-type: none"> Interim DON in place Census is currently at 20. Has been 21 with one recent expiration. Working on filling vacant CNA and LVN positions

	<ul style="list-style-type: none"> ▪ Interim DON is working on getting care plans in order for survey and working with the EHR to improve documentation by LVN and CNA. ▪ Position open for permanent DON- no new viable applications.
<ul style="list-style-type: none"> ▪ Surgical Services 	<ul style="list-style-type: none"> ▪ Call schedule going well- several general surgeries and ortho surgeries have been completed. ▪ Ovation surgical services assessment- working on completing MAP. ▪ Preparing new equipment for cataract cases.
<ul style="list-style-type: none"> ▪ Care Coordination 	<ul style="list-style-type: none"> ▪ Working on building CM and UR programs ▪ Working on implementation of health equity program ▪ Implementing HSAG best practices for patient experience and readmissions ▪ Meeting with Case Management directors from other CAHs to compare processes and best practices ▪ Working on Insurance relationships and authorization process workflow
<ul style="list-style-type: none"> ▪ Respiratory Therapy 	<ul style="list-style-type: none"> ▪ Exploring sleep studies & EEG options ▪ Dept manager working on PFT certification ▪ Will work with lab to pursue alternative lab certification. ▪ Echo services transitioned under RT department. ▪ 1 FT RT out on FMLA
<ul style="list-style-type: none"> ▪ Physical Therapy 	<ul style="list-style-type: none"> ▪ Volumes exceeding capacity for staff availability and building space. ▪ New PTA started- to replace staff that resigned. ▪ Shockwave equipment has arrived and in use- in depth training was held.
<ul style="list-style-type: none"> ▪ Food and Nutritional Services 	<ul style="list-style-type: none"> ▪ New grill and turbo chef have been installed. ▪ Obtaining quotes for dining room paint and flooring project. ▪ Updated Diet orders to align with current recommendations and standards ▪ Working on quotes for induction plate warming system and steamer.
4. Infection Prevention	<ul style="list-style-type: none"> ▪ Working on ongoing staff education for PPE ▪ Reporting COVID cases to Public Health and CDPH L&C ▪ Completing mandatory reporting for COVID ▪ Working on QI education project ▪ Employee Health Nurse will be taking on SNF IP ▪ Employee Health work
5. Quality Improvement	<ul style="list-style-type: none"> ▪ Current projects- ▪ CT blunt head trauma in the ED

	<ul style="list-style-type: none"> ▪ Meds to Beds ▪ Behavioral Health Follow up ▪ HEART ▪ Quest for Zero- New triage project/ throughput ▪ Safe Patient Handling project ▪ Workplace Violence ▪ True Colors ▪ SNF QAPI Program revision ▪ Reviewing requirements for AHA Rural Get with the Guidelines for Heart Failure and Coronary Artery Disease ▪ AHA stroke Get with the Guidelines ▪ ICEMA Stroke Ready Application ▪ Patient Experience ▪ Readmissions ▪ Fall reduction
6. Policy Updates	<ul style="list-style-type: none"> ▪ Policy and Procedure committee continues to meet and review District policies. ▪ Nursing Admin policy review complete ▪ Working with Jamboor to review Dialysis P&P
7. Safety & Products	<ul style="list-style-type: none"> ▪ Safety committee working on workplace violence prevention & Safe Patient Handling project ▪ Working on violence prevention/ CPI has resumed ▪ Disaster plan being revised to match CAHF template- as per recommendations from MAP ▪ New OSHA 300 electronic reporting- Employee health is working on a new process ▪ Slip Trip and Fall Policy being revised per BETA recommendations.
8. Education	<ul style="list-style-type: none"> ▪ RQI program is ongoing ▪ Monitoring Tele-Stroke statistics ▪ CNA program- is ongoing ▪ Educating on wound care, tube feeding, & pre/ post-operative care ▪ New grad onboarding program will resume ▪ Community education completed- Narcan training
9. Information Items/Concerns	<ul style="list-style-type: none"> ▪ Presented at Rural QI workshop- CARE grant project ▪ Participated in CNO Roundtable ▪ Waiting for response on Elevate Youth Ca- Opioid Response grant ▪ Culture of Safety Newsletter has been printed and will be distributed to staff

	<ul style="list-style-type: none">▪ Attending BETA workshop▪ Worked with pharmacy to complete Opioid Honor Roll Application
Respectfully Submitted by: <i>Kerri Jex, CNO</i> <i>Date: February 7, 2024</i>	