



*MISSION*

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

*VISION*

*To be the premier provider of emergency medical and healthcare services in our Big Bear Valley.*

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**NOTICE AND CALL OF A  
SPECIAL MEETING OF THE  
BOARD OF DIRECTORS**

**Wednesday May 15, 2024 @ 1:00 p.m.**

**Closed Session @ 1:00 p.m. – Hospital Conference Room**

**Open Session @ approximately 2:15 p.m. – Hospital Conference Room  
41870 Garstin Drive, Big Bear Lake, CA. 92315**

NOTICE IS HEREBY GIVEN that a Special Meeting of the Board of Directors for the Bear Valley Community Healthcare District will be held on Wednesday, May 15, 2024 at 1:00 p.m. at the Bear Valley Community Healthcare District 41870 Garstin Drive, Big Bear Lake, CA. 92315. A copy of the agenda is attached hereto.

Dated: May 13, 2024

A handwritten signature in black ink, appearing to read "Evan Rayner", is written over a horizontal line.

Evan Rayner  
Chief Executive Officer



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**SPECIAL BOARD OF DIRECTORS BUSINESS MEETING AGENDA**

**WEDNESDAY, MAY 15, 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)

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

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**OPEN SESSION**

**1. CALL TO ORDER**

**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. POTENTIAL CASES: \*Pursuant to Health & Safety Code Section 54956.9**

(1) Two Cases

**4. TRADE SECRETS: \*Health and Safety Code Section: 32106 & Civil Code 3426.1 \*California Government Code 11126**

(1) Discussion Will Concern: Practice Acquisition

(Anticipated Disclosure 05/15/25)

**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. April 10, 2024 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant

B. April 2024 Human Resource Report: Erin Wilson, Human Resource Director

C. April 2024 Plant and Maintenance Report: Michael Mursick, Plant & Maint. Manager

D. April Infection Control Report: Heather Loose, Infection Preventionist

E. Policies & Procedures: Summary Attached

(1) Case Management

(2) Human Resources

(3) Nursing Administration

(4) Pharmacy

F. Committee Meeting Minutes:

(1) April 02, 2024 Finance Committee Meeting Minutes

10. **OLD BUSINESS\***

- None

11. **NEW BUSINESS\***

A. Discussion and Potential Approval of the Billable Hour Rate Increase for Legal Services; Deborah Tropp/ McNeil Tropp & Braun

- B. Discussion and Potential Approval of Resolution No. 24/475 Resolution of the Board of Directors of Bear Valley Community Healthcare District Determining, Certifying and Directing 2024-2025 Special Tax Levies Within the District
- C. Discussion and Potential Approval of Removing Garth Hamblin, CFO As Authorized Check Signer and Remove from Bank Account and Add Jim Schlenker, CFO As Authorized Check Signer and Add to Bank Account: (Main #001 037632: PR #105 3006270: Collective #1037627: LAIF #20-36-001: UC #105 300 7810)
- D. Discussion and Potential Recommendation to the Board of Directors of the Following Service Agreements:
  - (1) Brent Beard, MD Hospitalist Service Agreement
  - (2) Jeffrey Orr, MD Community Medical Director
  - (3) Paul Stemmer, MD General Surgery Contract Amendment
  - (4) Alcon Vision LLC Equipment Financing Service Agreement (Unbudgeted Capital Expense)

**12. ACTION ITEMS\***

**A. Acceptance of Ovation Report**

Woody White, Ovation

- (1) April 2024

**B. Acceptance of the CEO Report**

Evan Rayner, Chief Executive Officer

- (1) April 2024

**C. Acceptance of the Finance Report & CFO Report**

Garth Hamblin, Chief Financial Officer

- (1) March 2024
- (2) CFO Report

**D. Acceptance of CNO Report**

Kerri Jex, Chief Nursing Officer

- (1) April 2024

**13. ADJOURNMENT\***

**\* Denotes Possible Action Items**

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

**PRESENT:** Steven Baker, President                          Evan Rayner, CEO  
Mark Kaliher, RN, 1<sup>st</sup> Vice President      Shelly Egerer, Exec. Assistant  
Peter Boss, MD, 2<sup>nd</sup> Vice President  
Ellen Clarke, Secretary

**ABSENT:** Janet Stevens w/Auxiliary                          Suzette Duhe w/Ovation  
Holly Elmer w/Foundation                          Jack Briner, Treasurer

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

**OTHER:** Woody White w/Ovation

**COMMUNITY  
MEMBERS:** None

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**OPEN SESSION**

**1. CALL TO ORDER:**

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

**CLOSED SESSION**

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

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

**2. ADJOURNED TO CLOSED SESSION:**

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

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

**RECONVENE TO OPEN SESSION**

**1. CALL TO ORDER:**

President Baker called the meeting to Open Session at 2:15 p.m.

**2. ROLL CALL:**

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

**3. ADOPTION OF AGENDA:**

**President Baker called for a motion to adopt the April 10, 2024 Board Meeting Agenda as presented. Motion by Board Member Kaliher to adopt the April 10, 2024 Board Meeting Agenda as presented. Second by Board Member Clarke to adopt the April 10, 2024 Board Meeting Agenda as presented. President Baker called for a vote. A vote in favor of the motion was 4/0.**

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

**4. RESULTS OF CLOSED SESSION:**

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

- Chief of Staff Report
  - Initial Appointment:
    - William Jackson, MD
    - Khadija Irshad, MBBS
    - Michael Brand, MD
  - Re-Appointment:
    - Jeremy Heiner, CRNA
    - Erika Franco, NP
    - Jenai Castaneda, PA
  - Resignations:
    - Chrstine Charles, MD
    - Stefani Parrisbalogun, MD
    - Larry Givens, MD
- Risk Report/Compliance Report
- QI Report

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

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

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

President Baker opened the Hearing Section for Public Comment on Open Session items at 2:16 p.m. Hearing no request to make public comment. President Baker closed Public Forum for Closed Session at 2:16 p.m.

## 6. DIRECTORS COMMENTS

- Board Member Boss reported that John Friel passed away and that this is a sad loss to the community and the district.
- President Baker thanked Ryan Orr for his work and the advertisement on the radio, they are great.

## 7. INFORMATION REPORTS

### A. Foundation Report:

- Ms. Elmer was not present to provide a report

### B. Auxiliary Report:

- Ms. Stevens was not present to provide a report

## 8. CONSENT AGENDA:

- A. March 13, 2024 Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
- B. March 22, 2024 Special Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
- C. March 25, 2024 Special Business Board Meeting Minutes: Shelly Egerer, Executive Assistant
- D. March 2024 Human Resource Report: Erin Wilson, Human Resource Director
- E. March 2024 Plant and Maintenance Report: Michael Mursick, Plant & Maint. Manager
- F. Infection Control Report: Heather Loose, Infection Preventionist
- G. Family Health Center/Rural Health Clinic Annual Evaluation 2023: Sheri Mursick, Director of Outpatient Services
- H. Policies & Procedures: Summary Attached
  - (1) Accounting of Disclosures
  - (2) Record Retention, Retrieved & Destruction
  - (3) Security and Integrity of the Medical Records (PHI/ePHI)
  - (4) Americans with Disability Act (ADA)
  - (5) Hours of Work, Scheduling
  - (6) Reproductive Loss Leave
  - (7) Standards of Conduct
- I. Committee Meeting Minutes:
  - (1) March 05, 2024 Finance Committee Meeting Minutes

**President Baker called for a motion to approve the Consent Agenda with the March 25, 2024 Board meeting minutes to be corrected and accept as presented. Motion by Board Member Clarke to approve the Consent Agenda with the March 25, 2024 Board meeting minutes to be corrected and accept as presented. Second by Board Member Boss to approve the Consent Agenda with the March 25, 2024 Board meeting minutes to be corrected and accept as presented. President Baker called for the vote. A vote in favor of the motion was 4/0.**

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

## 9. OLD BUSINESS\*

- None

## 10. NEW BUSINESS\*

### A. Discussion and Potential Approval of David Horner, MD Medical Stabilization & Detox Director Service Agreement:

- Mr. Rayner reported this is a new agreement for Dr. Horner to be the Detox Medical Director, Dr. Horner will provide great services. This is 60 day without-cause and \$1,500 per month stipend as Director; fair market value has also been provided.

**President Baker called for a motion to approve David Horner, MD Medical Stabilization & Detox Director Service Agreement as presented. Motion by Board Member Boss to approve David Horner, MD Medical Stabilization & Detox Director Service Agreement as presented. Second by Board Member Clarke to approve David Horner, MD Medical Stabilization & Detox Director Service Agreement as presented. President Baker called for the vote. A vote in favor of the motion was 4/0.**

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

## 11. ACTION ITEMS\*

### A. Ovation Report:

- Mr. White reported the following:
  - May 1 & 2 on site for Strategic Plan for interviews
  - The Board will need to have a ½ day meeting to review the plan
  - Revenue Cycle Assessment is in progress
  - Productivity Assessment is in progress

**President Baker called for a motion to approve the Ovation Report as presented. Motion by Board Member Clarke to approve the Ovation Report as presented. Second by Board Member Kaliher to approve the Ovation Report as presented. President Baker called for the vote. A vote in favor of the motion was 4/0.**

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

### B. Acceptance of CEO Report:

- Mr. Rayner reported the following information:
  - Welcomed Jim Schlenker as the new CFO
  - Continue to be challenged with nurse staffing
    - We may need to adjust wages to obtain staff and be competitive
  - Core Bridge retirement plan could be changed
    - Change on better return for employees
  - Architects will be out the week of the April 21<sup>st</sup>
  - Dialysis is continuing; hopeful to go live in 4 weeks
  - Retail Pharmacy continuing to be discussed and begin this service



- Dr. Norman will be retiring and moving to Texas; we will ask Dr. El-Bershawi to be the RT Director
- Dr. Dharma will be on site for interview to provide women's health
- Sending Kerri Jex to Ovation Leadership Conference
- Pursuing Parcel Tax renewal, no increase and to maintain current rates

**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 Kaliher to approve the CEO Report as presented. President Baker called for the vote. A vote in favor of the motion was 4/0.**

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

### **C. Acceptance of CFO Report**

#### **(1) February 2024 Finance Report:**

- Mr. Hamblin reported the following information:
  - Good month
  - Revenue over budget
  - Clinic revenue under budget
  - Census continues over budget
  - Continue to see a lot in salary and benefits, looking at travelers
  - Generated a surplus for the month
  - Cash balance has decreased

#### **(2) CFO Report:**

- Mr. Hamblin provided the following information:
  - Gary Hicks providing services – has exceeded minimum hours and we are reporting to the board about these hours as it is mentioned in the agreement.

**President Baker called for a motion to approve the February 2024 Finance Report and CFO Report as presented. Motion by Board Member Boss to approve the February 2024 Finance Report and CFO Report as presented. Second by Board Member Kaliher to approve the February 2024 Finance Report and CFO Report as presented. President Baker called for the vote. A vote in favor was unanimously approved 4/0.**

- Board Member Clarke - 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 is on site for CMS recertification survey
    - Here until Friday and we still have a licensing survey
    - Life Safety next week
  - Exit on the 2 ED complaints; will receive deficiency on transfer
  - 2567 SNF Recertification Survey is being completed

- 2567 Life Safety was submitted to CDPH
- 2021 & 2022 complaints being looked at
- ICEMA Stroke Program is continuing
- Received a \$72,000 grant for OPIOID Navigation Program

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

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

## **12. ADJOURNMENT:**

**President Baker called for a motion to adjourn the meeting at 3:07 p.m. Motion by Board Member Kaliher to adjourn the meeting. Second by Board Member Boss to adjourn the meeting. President Baker called for the vote. A vote in favor of the motion was unanimously approved 4/0.**

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



## **Board Report**

### **April 2024**

<b>Staffing</b>	<p><b>Active:</b> 266 – FT: 187 PT: 9 PD: 70  <b>New Hires:</b> 4  <b>Terms:</b> 5 (3 Voluntary 2 Involuntary)  <b>Open Positions:</b> 17</p> <p><b>Search for Director of Nursing Continues</b></p>
<b>Work Comp</b>	<p><b>NEW CLAIMS:</b> 0  <b>OPEN:</b> 10          Indemnity (Wage Replacement, attempts to make the employee financially whole) – 9          Future Medical Care – 1          Medical Only – 0</p>
<b>Employee Events</b>	<p>Planning for 2024 Hospital Week May 13-17<sup>th</sup></p>
<b>Beta HEART</b>	<p>Care for the Caregiver – validated - meets quarterly</p>
<b>Beta Employee Safety</b>	<p>Safe patient handling - working on validation          Workplace violence - working on validation</p>
<b>Health Benefits</b>	<p>2024 plans began 1/1/24</p>

**Bear Valley Community Healthcare District  
Construction Projects 2024**

	Department / Project	Details	Vendor and all associated costs	Comments
<b>High Priority **</b>				
	<b>Urgent Care</b>	Most items are complete except cabinet replacement.	Several cabinet manufacturing vendors	Will complete in Spring
	<b>Fawnskin Lodge</b>	Install new safety handrails	Facilities	In Progress
	<b>ICU project</b>	Initial review conducted with Architect on Program Flex possibilities and locations	Evan/Facilities	In Progress
	<b>Acute/SNF- Plumbing Repair</b>	Requesting new Proposals	Facilities	In Progress
	<b>Urgent Care Digital Signage</b>	Design/build a digital sign next to the Hwy that can have information displayed.	Facilities/Graphics inc.	Added to 2025 Capital budget
	<b>Dialysis</b>	Implementing new program	Facilities/Quanta	Machines are validated, program still being developed

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

Department / Project	Details	Vendor and all associated costs	Comments	
<b>Hospital</b>	<b>New Gas Powered Golf Cart</b>	Yamaha, CAT	The Facilities staff would like a newer heavy duty golf cart that is enclosed and 4X4	Added to 2025 Capital budget
	<b>New Skid Steer</b>	CAT	Replace our Volvo skid steer	Requesting proposals
	<b>New Commercial Pipe Threader</b>	Rigid	Facilities is in need of a pipe threader for random projects	Added to 2025 Capital budget
	<b>New Mobile Medical RV</b>	Mobile Medical Clinic	Replace the old RV with a new one. The old RV is antiquated and dangerous.	Will be received 5/3/2024
	<b>** Hospital/Modernization of Controls</b>	Facilities	We are in need of some modernization of some controls for spaces we struggle with daily, must replace immediately.	In Progress, installation started
	<b>New Work Truck</b>	Facilities/Dodge	The 2004 Dodge work truck needs to be replaced this next budget year.	Decided to wait one more fiscal period



April 2024

TOPIC	UPDATE	ACTION/FOLLOW UP
<p><b>1. Regulatory</b></p>	<ul style="list-style-type: none"> <li>▪ Continue to receive updates from APIC.               <ul style="list-style-type: none"> <li>▪ No new updates</li> </ul> </li>   <li>▪ AFL (All Facility Letters) from CDPH have been reviewed.               <ul style="list-style-type: none"> <li>• No new AFLs pertaining to Infection Prevention</li> </ul> </li>   <li>▪ Completion of CMR reports to Public Health per Title 17 and CDPH regulations               <ul style="list-style-type: none"> <li>• April – no reports</li> <li>• March – no reports</li> </ul> </li>   <li>▪ NHSN               <ul style="list-style-type: none"> <li>○ Continue reporting COVID-19 information including daily number of ER visits and number of visits related to COVID-19. Daily data is now only required to be entered once a week through NHSN.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Attend monthly APIC chapter meetings in-person or online whenever possible</li>   <li>• AFLs reviewed and necessary actions initiated</li>   <li>• Continue reporting as required.</li>   <li>• Continue NHSN surveillance reporting for hospital.</li> </ul>
<p><b>2. Construction</b></p>	<ul style="list-style-type: none"> <li>• ICRA/Construction Permits issued:               <ul style="list-style-type: none"> <li>▪ No current projects</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Work with Maintenance and contractors to ensure</li> </ul>

		compliance.
<b>3. QI</b>	<ul style="list-style-type: none"> <li>• Hand hygiene compliance <ul style="list-style-type: none"> <li>○ April 70%</li> <li>○ March 73%</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Continue monitoring hand hygiene compliance.</li> </ul>
<b>4. Outbreaks/ Surveillance</b>	<ul style="list-style-type: none"> <li>• April: 1 MRSA, 0 C-diff</li> <li>• March: 0 MRSA, 0 C-diff</li> </ul>	<ul style="list-style-type: none"> <li>▪ Informational</li> </ul>
<b>5. Policy Updates</b>	<ul style="list-style-type: none"> <li>▪ No new IP policy updates</li> </ul>	<ul style="list-style-type: none"> <li>▪ Clinical Policy and Procedure Committee to review and update Infection Prevention policies.</li> </ul>
<b>6. Safety/Product</b>	<ul style="list-style-type: none"> <li>▪ Immediate Use Steam Sterilization <ul style="list-style-type: none"> <li>▪ April – 25 surgeries, 1 IUSS</li> <li>▪ March – 21 surgeries, 0 IUSS</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ Continue to monitor compliance with infection control practices.</li> </ul>
<b>7. Antibiotic Stewardship</b>	<ul style="list-style-type: none"> <li>▪ Pharmacist continues to monitor antibiotic usage.</li> <li>▪ Culture Follow-ups <ul style="list-style-type: none"> <li>▪ April – 8 needing follow up: 3 changed Rx, 5 faxed to other facilities</li> <li>▪ <u>March</u> – 8 needing follow up: 3 changed Rx, 5 faxed to other facilities</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ Informational.</li> </ul>

<b>8. Education</b>	<ul style="list-style-type: none"> <li>▪ None new</li> </ul>	<ul style="list-style-type: none"> <li>▪ ICP to share information at appropriate committees.</li> </ul>
<b>9. Informational</b>	<p>CAHAN Alerts</p> <p><b>April 23, 2024</b>  <b>Adverse Effects Linked to Counterfeit or Mishandled Botulinum Toxin Injections</b>  The Centers for Disease Control and Prevention (CDC) is issuing this Health Alert Network (HAN) Health Advisory to alert clinicians about risks of counterfeit or mishandled botulinum toxin injections. CDC, the U.S. Food and Drug Administration (FDA), and state and local partners are investigating clusters of 22 people in 11 U.S. states reporting adverse effects after receiving injections with counterfeit botulinum toxin or injections administered by unlicensed or untrained individuals or in non-healthcare settings, such as homes or spas. Eleven patients were hospitalized and none have died. The California Department of Public Health (CDPH) received reports of two California residents who are included in the investigation, one reported purchasing counterfeit "Botox" on the internet. Both patients received injections in non-health care settings.</p> <p><b>April 9, 2024</b>  <b>Fatality from Lead Poisoning Linked to Use of</b></p>	<ul style="list-style-type: none"> <li>▪ Informational</li> </ul>

**Hemorrhoid Ointment from Vietnam**

In March 2024, a woman in Sacramento developed severe lead poisoning and died after using a hemorrhoid ointment from Vietnam called, Cao Bôi Trĩ Cây Thầu Dầu (Castor Oil Hemorrhoid Extract). The woman purchased the product on Facebook and a relative in Vietnam shipped it to the U.S. Testing of the product found that it contained 4% lead (39,000 ppm), a highly dangerous amount of lead. Lead may be absorbed through the skin.

Lead poisoning symptoms can be non-specific but may include those below. While some individuals can be asymptomatic, others can experience symptoms.

- Mild symptoms: Fatigue, irritability or mood swings, difficulty concentrating, difficulty sleeping
- Moderate symptoms: Muscle and joint pain, nausea, decreased appetite, stomach cramps, constipation and diarrhea, feeling tired or sleepy, headache, tremor
- Severe symptoms: Severe stomach cramping, pins and needles sensation, tingling, burning or numbness in hands, seizures, coma, death

**April 5, 2024**

**Highly Pathogenic Avian Influenza A(H5N1) Virus: Identification of Human Infection and Recommendations for Investigations and Response**

The Centers for Disease Control and Prevention (CDC) is issuing this Health Alert Network (HAN) Health Advisory to inform clinicians, state health departments, and the public of a recently confirmed human infection with highly pathogenic avian influenza (HPAI) A(H5N1) virus in the United States following exposure to presumably infected dairy cattle. The U.S. Department of Agriculture (USDA) [recently reported detections of](#) highly pathogenic avian influenza A(H5N1) virus in U.S.



**March 28, 2024**  
**Increase in Invasive Serogroup Y Meningococcal Disease in the United States**

The Centers for Disease Control and Prevention (CDC) is issuing this Health Alert Network (HAN) Health Advisory to alert healthcare providers to an increase in invasive meningococcal disease, mainly attributable to *Neisseria meningitidis* serogroup Y. Healthcare providers should 1) have a heightened suspicion for meningococcal disease, particularly among populations disproportionately affected by the current increase, 2) be aware that patients may present without symptoms typical of meningitis, and 3) ensure that all people recommended for meningococcal vaccination, including people with HIV, are up to date for meningococcal vaccines.

**March 18, 2024**  
**Increase in Global and Domestic Measles Cases and Outbreaks: Ensure Children in the United States and Those Traveling Internationally 6 Months and Older are Current on MMR Vaccination**

The Centers for Disease Control and Prevention (CDC) is issuing this Health Alert Network (HAN) Health Advisory to inform clinicians and public health officials of an increase in global and U.S. measles cases and to provide guidance on measles prevention for all international travelers aged  $\geq 6$  months and all children aged  $\geq 12$  months who do not plan to travel internationally. Measles (rubeola) is highly contagious; one person infected with measles can infect 9 out of 10 unvaccinated individuals with whom they come in close contact. From January 1 to March 14, 2024, CDC has been notified of 58 confirmed U.S. [cases of measles](#) across 17 jurisdictions, including seven outbreaks in seven jurisdictions compared to 58 total cases and four outbreaks reported the entire year in 2023. Among the 58 cases reported in 2024, 54 (93%) were linked to international travel.





**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT  
BOARD OF DIRECTORS  
FINANCE COMMITTEE MEETING MINUTES  
41870 GARSTIN DR., BIG BEAR LAKE, CA 92315  
April 02, 2024**

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

**STAFF:**            Kerri Jex

**OTHER:**            Suzette Duhee w/ Ovation            Woody White w/Ovation

**COMMUNITY  
MEMBERS:** None

**ABSENT:**            None

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**OPEN SESSION**

**1. CALL TO ORDER:**

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

**2. ROLL CALL:**

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

**3. ADOPTION OF AGENDA:**

**President Baker motioned to adopt the April 02, 2024 Finance Committee Meeting Agenda as presented. Second by Board Member Briner to adopt the April 02, 2024 Finance Committee Meeting Agenda as presented. Board Member Briner called for a vote. A vote in favor of the motion was unanimously approved.**

- President Baker - yes
- Board Member Briner- yes

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

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

**5. DIRECTOR'S COMMENTS:**

- None

**6. APPROVAL OF MINUTES:**

A. March 05, 2024

**President Baker motioned to approve the April 02, 2024 minutes as presented. Second Board Member Briner to approve the April 02, 2024 and minutes as presented. Board Member Briner called for a vote. A vote in favor of the motion was unanimously approved.**

- President Baker - yes
- Board Member Briner- yes

**7. OLD BUSINESS:**

- None

**8. NEW BUSINESS\***

**A. Discussion and Potential Recommendation to the Board of Directors of David Horner, MD Medical Stabilization & Detox Director Service Agreement:**

- Mr. Rayner discussed Dr. David Horner as the Medical Director of the Medical Stabilization Program
  - The program is growing
  - Dr. Horner is Board Certified in Addiction Medicine
  - \$1,500 month/ \$18,000 annually
  - MGMA included
  - Effective date of 5/1/2024

**President Baker motioned to provide a positive recommendation to the Board of Directors of David Horner, MD Medical Detox Director Service Agreement as presented. Second by Board Member Briner motioned to provide a positive recommendation to the Board of Directors of David Horner, MD Medical Detox Director Service Agreement as presented. Board Member Briner called for a vote. A vote in favor of the motion was unanimously approved.**

- President Baker - yes
- Board Member Briner- yes

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

**A. February 2024 Finances:**

- Mr. Hamblin reported the following information:
  - Cash on hand 372, spending on travelers and surgery coverage and over budget FTE's
  - IGT coming in, that will increase cash balance
  - Surplus for the month
  - Net patient revenue
  - YTD surplus less than budget
  - SNF census over budget
  - Acute days are below budget
  - ER close to budget
  - Clinic below budget

**B. CFO Report:**

- Mr. Hamblin reported the following:
  - Financial Feasibility:
    - Garth reported that Gary Hicks agreement states 450 hours, 300 hours have been provided due to the USDA loan process, Mr. Hicks will continue services and the agreement will be updated if necessary.

- Check Register:
- Provided for review

**President Baker motioned to approve the February 2024 Finance Report and CFO Report as presented. Second by Board Member Briner to approve the February 2024 Finance Report and CFO Report as presented. Board Member Briner called for a vote. A vote in favor of the motion was unanimously approved.**

- President Baker - yes
- Board Member Briner- yes

#### **10. ADJOURNMENT\***

**Board Member Briner motioned to adjourn the meeting at 1:27 p.m. Second by President Baker to adjourn the meeting. Board Member Briner called for a vote. A vote in favor of the motion was unanimously approved.**

- President Baker - yes
- Board Member Briner- yes

# M | T | B

## McNEIL TROPP & BRAUN LLP ATTORNEYS AT LAW

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1930 – 2006

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April 23, 2024

### MEMORANDUM

TO: BVCHD BOARD OF DIRECTORS

FR: DEBORAH TROPP /McNEIL TROPP & BRAUN

RE: **BILLABLE HOUR RATE INCREASE FOR LEGAL SERVICES**

Dear Board of Directors:

Our firm has enjoyed a nearly 20 year relationship with the District. During those years the Board interviewed several firms, and each time the Board voted to continue to use McNeil Tropp & Braun as Legal Counsel. The last time our firm interviewed was when Ray Hino was CEO. At that time, Mr. Hino asked our office to lower our legal rates due to the financial condition of the District. Our rates have remained the same since that time.

We are now in a position where we must seek a rate increase from the District. Please know that I have researched General Counsel rates in the Hospital and Public Entity market, and I believe that the rates we are now seeking are still lower than average.

We are requesting that our rate be increased from \$225.00 an hour to \$300.00 an hour. In addition, should our presence be required in Big Bear, we agree to only charge travel time for one way rather than round trip.

Please let us know if you have any questions regarding the above.

Deborah S. Tropp




Eileen Bowen  
Progressive Insurance Company  
Re: Rodriguez v. Ramirez, et al.  
\*  
Page 2





## MEMO

Date: April 25, 2024  
To: Finance Committee & Board of Directors  
From: Evan Rayner, CEO   
Re: Resolution # 24- 475 Determining, Certifying and Directing Special Tax Levies Within the District (Measure F)

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### **Recommendation:**

Administration recommends that the Board of Directors approve Resolution # 24-475 Determining, Certifying and Directing Special Tax Levies Within the District as presented.

### **Discussion:**

On an annual basis, the Board of Directors is required to approve a Resolution for Determining, Certifying and Directing Special Tax Levies Within the District (Measure F). The resolution is required to be filed before the San Bernardino County Auditor will accept the taxes for collection on the tax roll.

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT  
41870 Garstin Drive, PO Box 1649  
Big Bear Lake, CA 92315**

**RESOLUTION NO. 24-475**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT  
DETERMINING, CERTIFYING, AND DIRECTING 2024-2025  
SPECIAL TAX LEVIES WITHIN THE DISTRICT**

WHEREAS, more than two-thirds (2/3) of the voters voting at an election within Bear Valley Healthcare District on June 03, 2014 approved a measure authorizing this Board of Directors to adopt a resolution levying a special tax upon all taxable parcels of real property within the District in the following amounts on an annual basis: (1) \$20 per unimproved parcel, and (2) \$45 per improved parcel; and

WHEREAS, this Board of Directors finds that it is in the best interest of the District to impose the special tax allowed by law for the fiscal year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Bear Valley Community Healthcare District as follows:

SECTION 1. The special tax for the fiscal year 2024-2025 shall be as follows:

Each unimproved parcel	\$20
Each improved parcel	\$45

SECTION 2. The records of the San Bernardino County Assessor as of January 1, 2024 shall determine for the purpose of the special tax whether or not any particular parcel of taxable real property is unimproved or improved. "Parcel of real property" as used in this Resolution shall mean any contiguous unit if improved or unimproved property held in separate ownership, including, but not limited to, any single family residence, and condominium unit, as defined in Civil Code Section 783, or any unit of real property subject to the California Subdivided Lands Act (Business and Professions Code Sections 11000 and following).

SECTION 3. The special tax shall be levied upon all unimproved and improved parcels of real property, except for parcels owned by any other local, federal, or state government agency, or any parcel of property that is exempt from the special tax pursuant to any provision of the state or federal constitutions or any paramount law.

SECTION 4. For purposes of this special tax, a minimum assessed improvement valuation of \$5,000 shall be utilized to classify parcels as improved or unimproved for determination of which tax rate to apply to the property. Any parcel with improvements valued at \$5,000 or less by the San Bernardino County Assessor as of January 1, 2024 shall be classified as an unimproved parcel and shall be taxed at the unimproved rate of \$20.00 per parcel.

SECTION 5. The special tax imposed shall be collected in the same manner, on the same dates, and subject to the same penalties and interest in accordance with established dates, as, or with, other charges and taxes fixed and collected by the County of San Bernardino on behalf of Bear Valley Community Healthcare District, and the county may deduct its reasonable costs incurred for such service before remittal of the balance to the District.

SECTION 6. The special tax, together with all penalties and interest thereon shall constitute a lien upon the parcels upon which it is levied until it has been paid, and the special tax, together with all penalties and interest thereon, shall until paid, constitute a personal obligation to the District by the persons who own the parcel on the date the tax is due.

SECTION 7. The Secretary of this Board of Directors shall certify to the adoption of this Resolution and transmit a certified copy thereof to the Clerk of the Board of Supervisors and to the County Auditor of San Bernardino County. The Secretary and the District's legal counsel are authorized and instructed to take such further action as may be necessary to carry out the purpose of this Resolution.

PASSED AND ADOPTED this 15<sup>th</sup> day of May, 2024, by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Steven H. Baker  
President, Board of Directors  
Bear Valley Community Healthcare District

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Ellen Clarke  
Secretary, Board of Directors  
Bear Valley Community Healthcare District

\_\_\_\_\_  
Date



## **Recommendation for Action**

Date: April 30, 2024  
To: Finance Committee & Board of Directors  
From: Evan Rayner, CEO  
Re: Brent Beard M.D. Hospitalist Service Agreement

---

### **Recommendation:**

To approve the renewal of Brent Beard, M.D., Hospitalist Service Agreement as presented.

### **Discussion:**

- Brent Beard M.D. Hospitalist Service Agreement is a renewal agreement with a two-year term and compensation of \$1,600.00 per 24-hour shift. The agreement has a 60-day termination notice without cause.



**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT  
PHYSICIAN AGREEMENT FOR HOSPITALIST SERVICES  
WITH  
BRENT BEAIRD, M.D.  
DBA  
THE DOCTORS HOUSE INC.**

THIS PHYSICIAN AGREEMENT FOR HOSPITALIST SERVICES (“Agreement”) is made and entered into as of the 15<sup>th</sup> day of May 2024 by and between Bear Valley Community Healthcare District, a California local healthcare district, (“Hospital”) and Brent Beard M.D., an individual doing business as The Doctors House Inc. (“Physician”).

**RECITALS**

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

WHEREAS, Physician is licensed to practice medicine in the State of California and is qualified to provide professional medical services for the Hospital’s patients.

WHEREAS, Hospital and Physician desire to enter into this Agreement pursuant to which Physician shall provide Hospitalist Services (as defined below), and Physician desires to so contract with Hospital to furnish the Hospitalist Services (as defined below).

WHEREAS, Hospital and Physician have previously entered into a Physician Agreement for Hospitalist Services and agreed to continue the term of such agreement for an additional two (2) years without interruption and seek to enter into this Agreement to document such agreement,

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

**AGREEMENTS**

**SECTION I. RESPONSIBILITIES OF PHYSICIAN.**

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

1. Physician shall render professional medical services as may be required for the care and treatment of all patients admitted to the Hospital and serve as the admitting and attending physician for such patients, regardless of unit or department in which they are being cared for, including but not limited to inpatients, observation services, medical stabilization, ICU, and swing bed patients requiring said services in accordance with the prevailing standard of care in the community, including 24 hour on-call coverage as scheduled by mutual agreement between Hospital and Physician (collectively, the “Hospitalist Services”).

2. Physician shall complete and maintain adequate and proper medical records with respect to all patients examined and treated in accordance with standard industry practices and shall provide such other record keeping and administrative services as may be reasonably requested by Hospital. All medical records remain the property of the Hospital.
3. Physician shall cooperate with any quality management and utilization management programs instituted by Hospital.

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

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

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

C. **NO SUBCONTRACTING.** 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. **NO INTERFERENCE WITH PRACTICE OF MEDICINE.** 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 which meets the applicable standard of care in the community.

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

- G. NOTIFICATION OF CERTAIN EVENTS. Physician shall notify Hospital in writing within three (3) business days after the occurrence of any one or more of the following events:
1. Physician's medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
  2. Physician becomes the subject of any suit, action or other legal proceeding arising out of Physician's professional services;
  3. Physician is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
  4. Physician becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;
  5. Physician becomes incapacitated or disabled from practicing medicine;
  6. Any act of nature or any other event occurs which has a material adverse effect on Physician's ability to perform the Services under this Agreement;
  7. Physician changes the location of his offices;
  8. Physician is charged with or convicted of a criminal offense; or
  9. Physician is debarred, suspended, or otherwise excluded from any federal and/or state health care payment program by action of the Office of Inspector General of the Department of Health and Human Services or Medi-Cal Office, or by any equivalent or coordinating governmental agencies.
- H. COORDINATION OF SERVICES. Physician shall cooperate with Hospital, through its Chief Executive Officer, in connection with providing the Services.
- I. GOVERNMENT PROGRAMS; PAYOR CONTRACTING. Physician shall participate in all government and third-party payment or managed care programs in which Hospital 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's patients. If Hospital deems it advisable for Physician to contract with a payer with which Hospital has a contract, Physician agrees in good faith to negotiate a contractual agreement equal to the reasonable prevailing reimbursement rates for internists/hospitalists within the geographic area of Hospital.
- J. ELECTRONIC MEDICAL RECORDS. Physician 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 his best efforts to 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.

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

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

- A. Physician is not bound by any agreement or arrangement which would preclude Physician from entering into, or from fully performing the services required under this Agreement;
- B. Physician's license to practice medicine in the State of California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;

- C. Physician's medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- D. Physician shall perform the services required hereunder in accordance with: (1) all applicable federal, state, and local laws, rules and regulations; (2) all applicable standards of care of relevant accrediting organizations; and (3) all applicable Bylaws, Rules and Regulations of Hospital and it's Medical Staff;
- E. Physician has not in the past conducted and is not presently conducting Physician's medical practice in such a manner as to cause Physician to be suspended, excluded, barred or sanctioned under the Medicare or Medi-Cal Programs or any government licensing agency, and has never been convicted of an offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation;
- F. Physician has, and shall maintain throughout the term of this Agreement, an unrestricted license to practice medicine in the State of California and staff membership privileges at Hospital;
- G. Physician has, and shall maintain throughout the term of this Agreement, medical staff privileges at Bear Valley Community Hospital which permit Physician to provide the Hospitalist Services;
- H. 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.
- I. 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;
- J. 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

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

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



warranties or obligations under this Agreement. The rights and obligations created by this Section III shall survive termination or expiration of this Agreement.

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

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

#### **SECTION V. COMPENSATION AND BILLING FOR PHYSICIAN SERVICES.**

- A. On a monthly basis, Hospital shall pay Physician, as sole compensation hereunder, a fee of \$1,600 per 24-hour shift. Monthly payments to Physician shall be made on or before the 10<sup>th</sup> (tenth) day of the month, following the month in which services are rendered.
- B. Physician shall be solely responsible for billing and submitting claims to third party payors, including all government sponsored programs, for Professional Services rendered pursuant to this Agreement. Physician shall also be solely responsible for collecting payment from any such third-party payors. Physician agrees to follow all applicable rules, regulations, laws and policies pertaining to billing practices.

#### **SECTION VI. COMPLIANCE.**

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

At a minimum, Physician is expected to:

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

#### **SECTION VII. TERM.**

The term of this Agreement shall be for a period of two (2) years commencing on May 15, 2024 and terminating on May 14, 2026 unless sooner terminated in accordance with the provisions of this Agreement.

## **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 for all services provided under this Agreement;
  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; or
  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.
- 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. This Agreement may be terminated automatically upon mutual written agreement terminating This Agreement entered into by Hospital and Physician.
- E. **EFFECT OF TERMINATION.** In the event that this Agreement is terminated for any reason, Physician shall be entitled to receive only the amount of compensation earned prior to the date of termination.
- F. **TERMINATION WITHIN FIRST TWELVE (12) MONTHS.** If this Agreement is terminated, with or without cause, during the first twelve (12) months of the term, the parties shall not enter into any new agreement or arrangement during the remainder of such twelve (12) month period for similar services.

## **SECTION IX. CONFIDENTIALITY.**

A. 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 SNF 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, SNF Patients, 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.

B. Physician recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Hospital hereunder, Physician may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. Except pursuant to Physician's duties hereunder, 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, including without limitation information that concerns Hospital's patients, costs, or treatment methods developed by Hospital and information that is not otherwise available to the public.

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

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

**SECTION XI. ASSIGNMENT.**

Physician shall not assign, sell, or otherwise transfer his rights, obligations, or interests under this Agreement to any person without written consent of Hospital.

**SECTION XII. NOTICES.**

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

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

Physician: Brent Beaird, M.D.  
Dbas: The Doctors House Inc..  
PO Box 6691  
Big Bear Lake, CA 92315

**SECTION XIII. PRE EXISTING AGREEMENT.**

This Agreement 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. ARBITRATION**

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by binding arbitration in San Bernardino County, California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law.

IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

This Section XVIII shall survive the termination of this Agreement.

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

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

**SECTION XXI. HIPAA BUSINESS ASSOCIATE AGREEMENT.**

The parties have concurrently with the execution of this Agreement, HIPAA Business Associates Agreement.

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

**HOSPITAL:**

Bear Valley Community Healthcare District

**Dated:** \_\_\_\_\_

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

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_

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

**PHYSICIAN:**

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_

Brent Beaird, M.D., an individual  
doing business as The Doctors House Inc.  
PO Box 6691  
Big Bear Lake, CA 92315

**EXHIBIT A**  
**HIPAA Business Associate Agreement**

This HIPAA Business Associate Agreement, effective as of April 13, 2024, is made by and between Bear Valley Community Healthcare District (“BVCHD” or “Covered Entity”) and Brent Beard, M.D. (“Business Associate”) for the purpose of compliance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and regulations issued pursuant thereto (“**HIPAA**”). This Agreement amends and is incorporated into any underlying agreement between BVCHD and Brent Beard, M.D. In consideration of the foregoing and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

**SECTION I. DEFINITIONS.**

Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Jeffrey Orr, M.D.
- (b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean BVCHD.
- (c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**SECTION II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Within three (3) business days, report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same

- restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the “covered entity” as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;
  - (f) Make any amendments to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity’s obligations under 45 CFR 164.526;
  - (g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity’s obligations under 45 CFR 164.528;
  - (h) To the extent the business associate is to carry out one or more of covered entity’s obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligations; and
  - (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

**SECTION III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the BVCHD Physician Agreement for Hospitalist Services dated August 1, 2019.
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity’s minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.
- (e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.



- (g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

**SECTION IV. TERM AND TERMINATION.**

- (a) Term. The Term of this Agreement shall be effective as of the term stated in the Agreement for Hospitalist Services and shall terminate on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, or on the date the Hospitalist Services Agreement is terminated, whichever is sooner.
- (b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.
- (c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
  - 1. Retain only that protected health information which is necessary for business associate to continue his/her proper management and administration or to carry out his/her legal responsibilities;
  - 2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
  - 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
  - 4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section III Permitted Uses and Disclosures By Business Associate related to paragraphs (e) and (f) above which applied prior to termination; and
  - 5. Return to covered entity the protected health information retained by business associate when it is no longer needed by business associate for his/her proper management and administration or to carry out his/her legal responsibilities.
- (d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

**IN WITNESS WHEREOF**, duly authorized representatives of each of BVCHD and Business Associate have executed this Agreement as of the Effective Date.

**BVCHD:**

**Business Associate:**

Date: \_\_\_\_\_

Date: \_\_\_\_\_


Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



Date: May 3, 2024  
To: Board of Directors   
From: Evan Rayner, CEO \ Sherri Mursick BSN, RN -VP \ Quality and Outpatient Services  
Re: Medical Director- Community Care\Outreach- Jeff Orr, MD

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**Discussion\Background:**

Bear Valley Community Healthcare District is recommending the development and implementation of a Community Care\Outreach medical director. Administration is choosing Jeff Orr MD as its community care\outreach medical director.

With the impending startup of the mobile rural health clinic and new initiatives placed upon BCHD by the managed care plans and medical managed care plans there's a need for intensified services not only in the community but also post discharge clinics and readmission reduction programs as part of quality measures and pay for performance measures.

The scope of this Medical Director includes:

- Responsibility for standards, coordination, surveillance and planning for improvement of medical care by the program
- Provide clinical oversight for the program's mobile medical unit and home visit program
- Provide clinical oversight of the programs discharge clinic and assistance in the readmission reduction program
- Assist as needed with patient interaction and management via in person or telemedicine services
- Assist and participate in various hospital committees as an active medical staff representative
- Advice and consult CEO and or designees and various program development and initiatives undertaken by BVCHD on an inpatient and outpatient setting
- Participate in community relations activities present, presentations and provide feedback guidance and assistance
- Assist growth and business development projects including private practice development, p recruitment, and other medical staff growth programs that increase access to the community and improve quality and best practices

Jeff Orr, MD has been with BVCHD for about 9 years and has been instrumental in BVCHD's growth and success. This two-year contract has a stipend for this role is \$2500/ month with associated time sheets for approximately 16 hours of time. Some of these fees are reimbursable through BVCHD's cost report. Termination is without cause at 60 days with an effective Date 5/1/24-4/30/26

**Recommendation-**

- To approve the Community Care\Outreach Medical Director contract of \$2500\month
- Activities would be covered under Officers and Directors ins.
- Termination is 60 days without cause
- MGMA Rate sheet

## MEDICAL DIRECTOR AGREEMENT

This Medical Director Agreement (“Agreement”) is made and entered into as of May 1, 2024, by and between Bear Valley Community Healthcare District, a California local healthcare district (“Hospital”) and Jeffrey Orr, MD, an individual doing business as Big Bear Family Medicine (“Physician”). Hospital and Physician are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS:

A. Hospital owns and operates an acute care hospital located in Big Bear Lake, California which is commonly known as Bear Valley Community Hospital and operates a federally approved hospital-based 95-2310 Rural Health Clinic commonly known as the Family Health Center.

B. The Family Health Center operates a Community Outreach Program (the “Program”) which includes a mobile medical unit, home visit program, community education, and a discharge clinic.

C. Hospital seeks to contract with a qualified physician to serve as the Medical Director for the Program.

D. Physician is duly licensed to practice medicine in the State of California (the “State”) and has the education, training, and experience necessary to serve as a Medical Director for the Program and to provide medical director services for the Program.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein set forth, the Parties agree as follows:

#### 1. MEDICAL DIRECTOR SERVICES.

a. **Services.** During the Term of this Agreement, Physician shall serve as the Medical Director for the Program and perform the duties and responsibilities set forth hereinafter and such additional duties and responsibilities as set forth in **Exhibit A** attached hereto and made a part hereof (collectively, the “Services”). Physician shall report to the Hospital’s Chief Executive Officer (“CEO”) or designee, who will represent Hospital in the administration of this Agreement.

b. **Coordination of Services.** CEO and Physician shall coordinate their activities in connection with the Services and this Agreement, and Physician shall inform the CEO of any extended periods (i.e., one week or more) during which Physician will be unavailable.

c. **Records and Reporting.** Physician shall submit a signed Medical Director Administrative Services Log in the form of **Exhibit B** (the “Administrative Services Log”) to Hospital on a monthly basis which describes the Services provided by Physician each month during the Term of this Agreement.

**2. REPRESENTATIONS & WARRANTIES AND ADDITIONAL COVENANTS**

a. **Representations and Warranties.** Physician represents and warrants to Hospital as follows:

(i) Physician has the education, training, and qualifications necessary to serve as a Medical Director of the Program;

(ii) 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;

(iii) Physician's license to practice medicine in the State or in any other jurisdiction has never been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way;

(iv) Physician's Drug Enforcement Agency number has never been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way;

(v) Physician'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;

(vi) 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 Medicare and the State's Medicaid Program and any relevant accrediting organizations; and (3) all applicable bylaws, rules, regulations, procedures, and policies of Hospital and its medical staff; such bylaws, rules, regulations, procedures, and policies shall include, without limitation, those relating to timely completion of medical records;

(vii) Physician is a participating physician in Medicare and State's Medicaid program;

(viii) 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, debarred or sanctioned under the Medicare or Medicaid Programs or by any government licensing agency, and has never been charged with or convicted of an offense related to health care, or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation.

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, Physician shall immediately notify Hospital.

b. **Regulatory Support.** Physician 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. Physician will maintain and provide Hospital with documentation and reporting compliance as requested by all

healthcare accrediting organizations of Hospital. Physician and Hospital may jointly agree on a plan that is to be used by the Hospital in complying with regulatory and accreditation requirements.

c. **Medical Records and Report.** Physician shall, in accordance with Hospital and Medical Staff policies, cause to be promptly prepared and filed with appropriate physicians, and the Hospital's medical records department, reports of all examinations, procedures, and other professional services performed by Physician and shall maintain an accurate and complete file at such locations approved by the Hospital, of all such reports and supporting documents. The ownership and right of control of all reports, records, and supporting documents prepared in connection with the Hospital belong to the Hospital; provided that Physician shall have access to such reports, records, and supporting documents as authorized by Hospital policies and the law of the State of California.

d. **Electronic Health Records.** Physician 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. Physician acknowledges and agrees that all such records shall be the personal property of hospital.

e. **Applicable Standards.** Physician agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting or advisory body having authority to set standards for health care facilities. Also, Physician shall perform all Services in accordance with all Hospital bylaws, rules, regulations, procedures, and policies and all Hospital medical staff bylaws, rules, regulations, procedures, and policies. Such bylaws, rules, regulations, procedures, and policies shall include, without limitation, those relating to timely completion of medical records.

f. **Physician Qualifications.** Physician shall at all times (i) maintain an unrestricted license to practice medicine in the State; (ii) maintain medical staff membership in good standing at the Hospital with all privileges necessary to perform the Services; and (iii) be a participating physician in Medicare and in the State's Medicaid program.

g. **Use of Premises.** Physician shall not use, or knowingly permit any other person who is under his/her direction to use, any part of Hospital's premises for any purpose other than the performance of Services for Hospital, its patients and their private physicians pursuant to this Agreement.

h. **Continuing Education.** Physician shall participate in the educational programs conducted by the Hospital and the Medical Staff necessary to ensure the Program's and the Hospital's compliance with regulatory, accreditation, and insurance requirements, and shall participate in such other educational programs within the Hospital as the Hospital may reasonably request.

i. **Quality Improvement.** Physician shall participate in the quality improvement programs conducted by the Hospital and the Medical Staff necessary to ensure the Program's and the Hospital's compliance with regulatory, accreditation, and insurance requirements, and shall participate in such other quality improvement programs within the Hospital as the Hospital may reasonably request.

j. **Utilization Review.** Physician shall participate in the utilization review programs conducted by the Hospital and the Medical Staff necessary to ensure the Program's and the Hospital's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other utilization review programs within the Hospital as the Hospital may reasonably request.

k. **Risk Management.** Physician shall participate in the risk management programs conducted by the Hospital and the Medical Staff necessary to ensure the Program's and the Hospital's compliance with regulatory, accreditation, and insurance requirements and shall participate in such other risk management programs within the Hospital as the Hospital may reasonably request.

l. **Community Relations & Education.** Physician shall actively participate in the marketing of the Hospital's and the Program's services to the public and physician community.

m. **Compliance.** 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 developed a Compliance Program to assure compliance with laws and regulations. Physician is therefore expected to comply with the policies of the Hospital's Compliance Program. At a minimum, Physician is expected to:

(i) Be aware of those procedures which affect 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

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

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

3. **INDEPENDENT CONTRACTOR.** Physician shall act at all times under this Agreement as an independent contractor. Hospital shall not have and shall not exercise any control or direction over the manner or method by which Physician provides the Services. However, Physician shall perform at all times in accordance with currently approved methods and standards for the Services in the medical community. The provisions of this Section 3 shall survive expiration or termination of this Agreement, regardless of the cause of such termination.

4. **TERM.** The initial term of this Agreement (“Term”) shall be for a period of two years commencing on May 1, 2024 (the “Commencement Date”) and terminating on April 30, 2026 unless sooner terminated in accordance with the provision of this Agreement.

5. **TERMINATION.**

a. **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”).

b. **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.

c. **Immediate Termination by Hospital.** Hospital may terminate this Agreement immediately by written notice to Physician (an “Immediate Notice of Termination”) upon the occurrence of any of the following events:

(i) Physician’s license to practice medicine 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;

(ii) Physician’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;

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

(iv) Physician 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;

(v) Physician engages in conduct that, in the sole discretion of Hospital, could affect the quality of professional care provided to Hospital patients or the performance of duties required hereunder or be prejudicial or adverse to the best interest and welfare of Hospital, or its patients;

(vi) Medicare and/or Medi-Cal significantly changes the RHC program;

(vii) Hospital fails to maintain RHC status;

(i) Physician fails to comply with the standards of the Bear Valley Community Healthcare District’s Compliance Program and such failure results in a material fine and/or sanction by Medicare or the State’s Medicaid Program against Hospital; or



(ii) Physician fails to make a timely disclosure pursuant to Section 10.

d. **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 5.a, the date of termination specified in the Without Cause Notice of Termination, *provided* that such date shall not be less than sixty (60) days after the date such Without Cause Notice of Termination is given, (ii) in the case of a termination pursuant to Section 5.b, 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, and (iii) in the case of a termination pursuant to Section 5.c, the date on which the Immediate Notice of Termination is given. If a party terminates this Agreement pursuant to either Section 5.a or Section 5.c, 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 5.b, 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.

e. **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.

f. **No Hearing Rights.** Termination of this Agreement by Hospital for any reason shall not provide Physician with the right to a fair hearing or any other rights more particularly set forth in the Hospital's Medical Staff Bylaws. However, subject to any disciplinary action that may then be pending or thereafter be taken by the Medical Staff under the Medical Staff Bylaws with respect to Physician, termination of this Agreement by Hospital shall not affect or limit any clinical privileges then held by Physician as a member of the Medical Staff.

g. **Termination Within First Twelve Months.** If this Agreement is terminated with or without cause during the first twelve (12) months of the Term, the Parties shall not enter into shall not enter into any type of agreement or arrangement with each other with respect to the goods and/or Services that are the subject of this Agreement during the remainder of such twelve (12) month period.

## 6. COMPENSATION.

a. For Services rendered under this Agreement, Physician shall be compensated in accordance with the terms set forth in Exhibit C attached hereto and incorporated herein by reference. Notwithstanding the foregoing, no compensation shall be payable to Physician for any services which Physician has not submitted documentation as reasonably required by Hospital, including, without limitation, the IRS Form W-9 "Request for Taxpayer Identification Number and Certification". Physician further expressly acknowledges and agrees that the time frame for payment of compensation shall be tolled during any period that Physician is suspended from the medical staff for delinquent medical records and shall resume when

Physician is no longer suspended for delinquent medical records.

b. Physician shall submit a signed Administrative Services Log to Hospital no later than the 15<sup>th</sup> day of each month for the Services provided during the prior month.

c. Physician shall not bill or assert any claim for payment against any patient for the Services performed by Physician under this Agreement.

7. **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, Physician agrees that for at least four (4) years following the furnishing of such services, Physician 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. This Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **CONFIDENTIALITY.**

a. Hospital Information. Physician recognizes and acknowledges that, by virtue of entering into this Agreement and providing Services to Hospital hereunder, Physician may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. Except pursuant to Physician's duties hereunder, Physician 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, including without limitation information that concerns Hospital's patients, costs, or treatment methods developed by Hospital and information that is not otherwise available to the public.

b. Terms of this Agreement. Except for disclosure to Physician'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), Physician 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.

c. Patient Information. Physician shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any patient or medical record information regarding Hospital patients, and Physician shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital, and its Medical Staff, regarding the confidentiality of such information. Physician acknowledges that, in receiving or otherwise dealing with any records or information from Hospital about patients receiving treatment for alcohol or drug abuse, Physician is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

d. HIPAA Compliance. Physician agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 including as amended by the HITECH ACT (“HIPAA”), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the “HIPPA Regulations”). Physician shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the “Protected Health Information”), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. Physician will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. Physician will promptly report to Hospital any use or disclosures, of which Physician becomes aware, of Protected Health Information in violation of HIPAA or the HIPPA Regulations. In the event that Physician contracts with any agents to whom Physician provides Protected Health Information, Physician shall include provisions in such agreements pursuant to which Physician and such agents agree to the same restrictions and conditions that apply to Physician with respect to Protected Health Information. Physician will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining compliance with HIPAA and the HIPPA Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by Physician or Hospital by virtue of this Subsection (d). The Parties have executed a HIPAA Business Associate Agreement, which is incorporated herein by reference.

e. Survival. The provisions of this Section 8 shall survive expiration or termination of this Agreement, regardless of the cause of such termination.

## 9. **INSURANCE & INDEMNIFICATION**

a. Physician shall be covered under Hospital’s Directors & Officers Liability insurance policies while Physician is performing the Services.

b. Physician shall maintain, at Physician’s sole expense, professional liability insurance which affords coverage to Physician with limits of liability of at least One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate. Physician shall obtain this insurance from a carrier and in a form satisfactory to Hospital. Physician shall provide Hospital with a certificate of such insurance coverage upon execution of this Agreement by Physician and thereafter during the term of this Agreement upon Hospital’s request. Further, Physician shall provide Hospital with a statement from the insurance carrier that Hospital shall be notified at least 30 days prior to any change to or cancellation of such insurance coverage.

c. The coverage required by this Section 9 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 Group’s claims-made coverage, Physician shall purchase tail or retroactive coverage in the amounts required for all claims arising out of incidents occurring prior to termination of such coverage, and shall provide Hospital with a certificate evidencing such tail

or retroactive coverage.

d. 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 Section 9.d shall survive termination or expiration of this Agreement.

10. **REQUIRED DISCLOSURES.** Physician 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) Physician's license to practice medicine 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) Physician'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) Physician's Drug Enforcement Agency number is revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way;

(d) Physician 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) Physician 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 Physician's professional practice or that materially adversely affects Physician's ability to perform its obligations hereunder.

11. **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, State of California in accordance with the commercial rules of the American Arbitration Association ("AAA") before one arbitrator applying the laws of the State. 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 AAA 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. This Section 11 shall

survive expiration or other termination of this Agreement, regardless of the cause of such termination.

IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

12. **ENTIRE AGREEMENT; MODIFICATION.** 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. Any reference to this Agreement shall include each and every exhibit, each of which is fully incorporated into this Agreement where referenced.

13. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of California. The provisions of this Section 13 shall survive expiration or termination of this Agreement regardless of the cause of such termination.

14. **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.

15. **NOTICES.** Any notice, demand or communication required, permitted or desired to be given hereunder shall 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 Hospital:	Bear Valley Community Healthcare District P.O. Box 1649 Big Bear Lake, California 92315 Attn: Chief Executive Officer
If to Physician:	Jeffrey Orr, MD PO Box 2291 Big Bear City, California 92314

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

16. **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.

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

18. **ASSIGNMENT; BINDING EFFECT.** Physician shall not assign or transfer this Agreement in whole or in part, or assign or delegate any of Physician's rights, duties or obligations under this Agreement, in each case without the prior written consent of Hospital, and any assignment, transfer or delegation by Physician without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

19. **REFERRALS.** The Parties acknowledge that none of the benefits granted Physician hereunder are 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 patient to, or otherwise generating any business for, any other facility of their choosing.

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

21. **NON-EXCLUSIVE.** Nothing herein shall be construed to impair the right of Physician to engage in the private practice of medicine or his or her specialty, subject to the bylaws, rules, regulations and policies of Hospital and Hospital's Medical Staff.

22. **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.

23. **NO HARASSMENT, DISCRIMINATION OR RETALIATION.** The Parties shall not engage 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.

[Signatures Appear on Next Page]

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

<p><b>HOSPITAL:</b></p> <p>Bear Valley Community Healthcare District, a California local healthcare district</p> <p>By: _____ Steven Baker President, Board of Directors</p> <p>By: _____ Evan Rayner Chief Executive Officer</p>	<p><b>PHYSICIAN:</b></p> <p>Jeffrey Orr, MD, an individual doing business as Big Bear Family Medicine</p> <p>By: _____ Jeffrey Orr, MD</p>
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**EXHIBIT A**  
**DUTIES AND RESPONSIBILITIES**

During the Term of this Agreement, Physician shall:

1. Be responsible for standards, coordination, surveillance and planning for improvement of medical care by the Program;
2. Provide clinical oversight for the Program's Mobile Medical Unit and home visit program;
3. Provide clinical oversight of the Program's discharge clinic;
4. Participate in the development and implementation of the Program's community education efforts;
5. Act as a consultant to the Hospital relating to patient care services provided by the Program;
6. Attend and participate in Hospital's committees as reasonably requested by Hospital's CEO including attending meetings of the Quality Improvement, Hospitalist, Medical Executive, P & T/Infection Control, Recruiting, and Multi-Disciplinary committees;
7. Attend and participate in outside collaboratives as reasonably requested by Hospital's CEO such as BETA HEART and IEHP Best Practice Collaborative
8. Develop and/or review for the Hospital's approval, the Program's professional policies, protocols, procedures, and standards; and
9. Perform such other administrative duties as the Hospital may reasonably request.



**EXHIBIT B  
PHYSICIAN DEPARTMENT DIRECTOR MONTHLY ADMINISTRATIVE SERVICES  
LOG**

**Medical Director of Community Outreach Program  
JEFFREY ORR, MD**

*Month of:* \_\_\_\_\_, 20

**Meeting Attendance:**

- Medical Executive Committee Attendance      \_\_\_\_\_ Present      \_\_\_\_\_ Absent
- Attend Committee Meetings                      \_\_\_\_\_ Yes                      \_\_\_\_\_ No

**Program Supervision/Administration:**

	<u>Hours</u>	<u>Comments</u>
➤ General Oversight of Program	_____	
➤ Oversight of Mobile Medical Unit	_____	
➤ Community Education	_____	
➤ Discharge Clinic	_____	
➤ Committee Attendance	_____	
➤ Other	_____	
<b>TOTAL Department Supervision/ Administration Hours</b>	_____	
<b>Total Amount Due</b>	\$ 2,500	

\_\_\_\_\_  
Physician Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CEO Signature

\_\_\_\_\_  
Date

**EXHIBIT C**  
**COMPENSATION**

(1) During the Term of this Agreement, Hospital shall pay Physician the sum of Two Thousand Five Hundred Dollars (\$2,500) per month, approximately 16 hours at \$160\Hr (the “Monthly Compensation”) in consideration for Physician providing the Services.

(2) Physician shall submit a monthly Administrative Services Log to Hospital no later than the 15<sup>th</sup> day of the month for the Services provided during the prior month.

(3) If Physician does not submit an invoice within sixty (60) days of the end of the month for which compensation is sought, Hospital shall have the right, absent a showing of good cause for the delay by Physician, to not pay the invoice.

(4) Payment shall be paid monthly within thirty (30) days of Hospital’s receipt of the Administrative Services Log.

(5) Hospital and Physician acknowledge and agree that the compensation amount payable by Hospital to Physician is no more than the fair market value for the Services to be provided by the Physician under the terms of the Agreement.

## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement (“First Amendment”) is made and entered into as of May 1, 2024 (the “First Amendment Effective Date”) by and between Bear Valley Community Healthcare District, a California local healthcare district (“BVCHD”) and Paul Stemmer, M.D., an individual (“Physician”). BVCHD and Physician are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

A. BVCHD and Physician are parties to that certain Professional Services Agreement dated November 1, 2023 (the “Agreement”) pursuant to which Physician provides certain professional medical services at an acute care hospital and clinics owned and operated by BVCHD in Big Bear Lake, California.

B. BVCHD and Physician have agreed to make certain changes to the Agreement to address certain unforeseen changes and seek to enter into this First Amendment to document such agreements.

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

1. **CAPITALIZED TERMS.** Capitalized terms used and not otherwise defined in this First Amendment shall have the meanings ascribed thereto in the Agreement.

2. **SECTION 1.1.** Effective as of the First Amendment Effective Date, Section 1.1 of the Agreement shall be deleted in its entirety and replaced with the following:

1.1 **PROVISION OF SERVICES.** During the Term of this Agreement, Physician shall (a) spend at least ten (15) days per month providing professional services in the Specialty at the Hospital, the Clinics, and at such other locations in community in accordance with a schedule mutually agreed upon by Physician and BVCHD’s Chief Executive Officer (the “CEO”), (b) provide on-call coverage in the Specialty during the ten (15) days per month that Physician is onsite to provide professional services in the Specialty at the Hospital and the Clinics, (c) attend any and all meetings within the Hospital that Physician is asked to attend by the CEO or the Hospital’s Chief Nursing Officer, who will represent BVCHD in relation to this Agreement; and (d) perform such other duties as may from time to time be requested by BVCHD, BVCHD’s Board of Directors, the Hospital’s Medical Staff, and/or the CEO (collectively, the “Services”). The Parties acknowledge and agree that Physician may not be available to provide the Services for up to three (3) weeks per year when Physician is on vacation, and one (1) week per year when Physician is attending or participating in Continuing Medical Education (“CME”) events. Physician shall notify CEO in advance of any periods of time when Physician will

be absent for vacation or CME and shall work with CEO to schedule such absences so as to minimize the interruption on the Hospital's and Clinics' operations.

3. **EXHIBIT A.** Effective as of the First Amendment Effective Date, Exhibit A shall be deleted in its entirety and replaced with Exhibit A attached hereto.

4. **NO OTHER CHANGES.** Except as otherwise set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. **COUNTERPARTS.** This First Amendment 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 First Amendment had been delivered.

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

<p><b>BVCHD:</b></p> <p>Bear Valley Community Healthcare District, a California local healthcare district</p> <p>By: _____ Steven Baker President, Board of Directors</p> <p>Bear Valley Community Healthcare District, a California local healthcare district</p> <p>By: _____ Evan Rayner Chief Executive Officer</p>	<p><b>PHYSICIAN:</b></p> <p>Paul Stemmer, M.D, an individual</p> <p>By: _____ Paul Stemmer, M.D.</p>
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**EXHIBIT A**  
**COMPENSATION**

In consideration for Physician performing the Services under the Agreement, BVCHD shall provide Physician with the following compensation and other consideration during the Term of the Agreement:

(1) **COMPENSATION.** BVCHD shall pay Physician an amount equal to Twenty Thousand Dollars (\$20,000) per month during the Term of the Agreement with any partial months being prorated. The monthly compensation payable to Physician includes compensation for Physician providing ten (10) days of on-call coverage per month.

(2) **CALL COVERAGE.** Physician shall prepare a call schedule each month in consultation with CEO and Physician shall be required to be on call a minimum of ten (10) days per month for no additional consideration. At Physician's discretion, Physician may provide additional call coverage beyond ten (10) days per month and shall be paid the sum of Five Hundred Dollars (\$500.00) for each 24-hour period beyond ten (10) days per month that Physician provides on-call coverage. In the event Physician is required to be physically present at Hospital on urgent or emergent basis (defined herein as being required to present within thirty (30) minutes) to see an inpatient or ER patient while he is scheduled to be on-call and Physician sees a patient or charts on a patient, BVCHD shall also pay Physician an activation fee equal to Two Hundred Fifty Dollars (\$250.00) provided that Physician shall only be entitled to one (1) activation fees per 24-hour period. Physician shall not be entitled to an activation fee if Physician has performed surgery on the patient during the same admission during which Physician is required to be physically present on an urgent or emergent basis to see the same patient. Physician shall submit a monthly invoice to BVCHD which sets forth the days each month that he provided call coverage and the days on which Physician is entitled to a payment of an activation fee or fees under subsection (2) or (3) of this Exhibit A.


(3) **NON-CALL ACTIVATION FEE.** In the event Hospital requests Physician to be physically present at Hospital to see an inpatient or ER patient when Physician is not scheduled to be on-call and Physician sees a patient or charts on a patient, BVCHD shall also pay Physician an activation fee equal to Two Hundred Fifty Dollars (\$250.00) provided that Physician shall only be entitled to one (1) activation fee per 24-hour period. The decision as to whether or not to see patients at Hospital while not on-call shall be within the discretion of Physician.

(4) **TEMPORARY HOUSING.** BVCHD shall provide Physician temporary housing at Fawnskin Lodge located at 39544 North Shore Drive, Fawnskin, California 92333 during ten (15) days per month Physician is scheduled to provide on-call coverage at no cost to Physician.

(5) **MALPRACTICE INSURANCE PREMIUMS.** BVCHD shall reimburse Physician for fifty percent (50%) of the premiums paid by Physician to maintain the professional liability/medical malpractice insurance required under Section 8.1 of the Agreement provided that the amount paid per year by BVCHD shall not exceed Thirty-Two Thousand Dollars (\$32,000) per year.

(6) **ALTERNATIVE ARRANGEMENTS.** In the event Physician will be on vacation, attending CME events, or otherwise not available, Physician shall notify the Hospitalists and ER Physicians of his unavailability and the need for the Hospitalists and ER Physicians to, if necessary, transfer patients requiring general surgical services to another facility.



Date: May 3, 2024  
To: Board of Directors  
From: Evan Rayner, CEO   
Re: Argos Optical Testing Equipment

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**Discussion\Background:**

BVCHD administration and surgery department is recommending the purchase of Alcon Argos Eye testing machine. The Argos eye testing machine is state-of-the-art in measuring astigmatism and appropriate lens measurements for cataract surgery. The Argos system (attachments), is essential and measuring and capturing the Biometric data of: : the corneal tower, anterior chamber depth, kerotometry, corneal diameter, central corneal thickness, axial length,, aqueous depth,, pupil size, lens thickness, white to white and length of the eye. This is essential for superior outcomes to identify where the new lens is going to sit, the strength of the lens and the size.. The Argos enables the surgeon and the patient higher choice and patient satisfaction and choosing higher end cataract lenses if the patient so chooses for an additional fee, compared to the Medicare approved lenses. Medicare lenses are limited in their ability and performance. New lenses higher end lenses include minimal hazing, bifocal capabilities, longer lifespan, and other patient satisfiers now that can come to the Big Bear valley.

David Yamtoob ,MD( Board Certified Ophthalmologist), and Eric Sadie(OD)-are the two providers that will be helping BVCHD enhance and escalate its services for eye treatment \cataract surgery \Glaucoma\Astigmatism program for the Bear Valley region.

Logistics for the placement of the Argos machine will most likely be housed in BVCHD however, after further investigation, the Argos eye testing system and codes are reimbursable under MediCal and may be located at Rural Health Center in coordination with the ophthalmology eye lane.

Purchase price for the Argos system retails at \$121,000 however through aggressive negotiation and Ovation pricing the Argos system is quoted at \$57,999 outright purchase- Lead time on this equipment is approximately 4 weeks and in between delivery,a test system will be delivered to continue the momentum of the eye program till the new equipment is delivered and in serviced

**Recommendation:**

Approve purchase of Argos System for \$57,995 plus shipping  
BVCHD Foundation is planning a Golf Tournament fundraiser to underwrite this equipment.

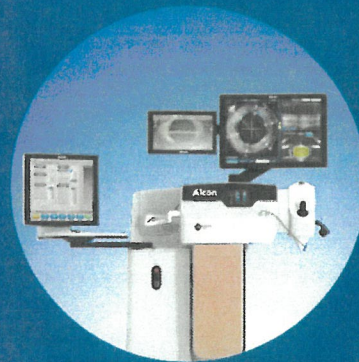
Faster.<sup>1-3</sup>  
Easier.<sup>1,4\*</sup>  
Better.<sup>5-7</sup>  
Connected.

The ARGOS<sup>®</sup> Biometer with  
Image Guidance by Alcon<sup>®</sup>  
is the smarter planning solution  
that connects your clinic to the OR.

ARGOS<sup>®</sup>

with Image Guidance by ALCON

*America's Fastest Growing Biometer<sup>8</sup>*



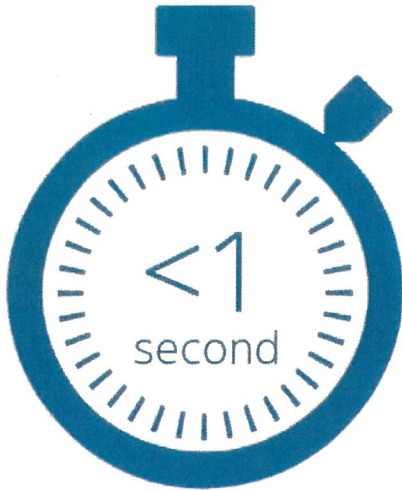
\* Compared to VERIONReference™ Unit



# Image-Guided Cataract Surgery

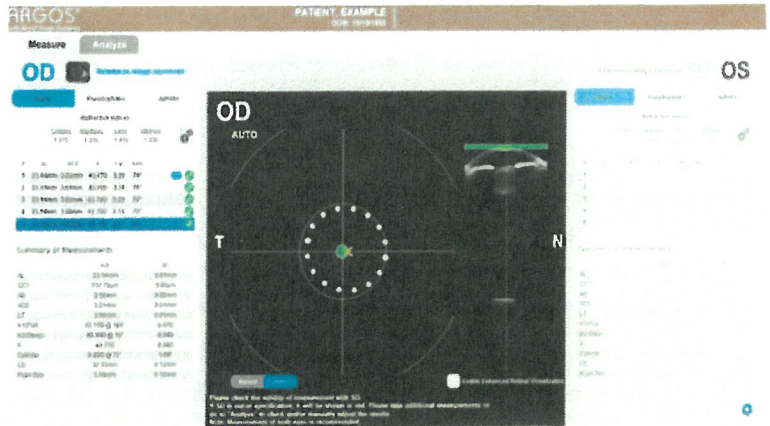
## The *faster* solution for smarter planning<sup>1-3,5,9</sup>

The ARGOS® Biometer faster measurement speed saves you time and helps reduce risk of measurement variability<sup>1,3,5\*</sup>



Biometry and keratometry capture time<sup>10\*</sup>

1.5x faster scanning speed than IOL Master 700<sup>†</sup>



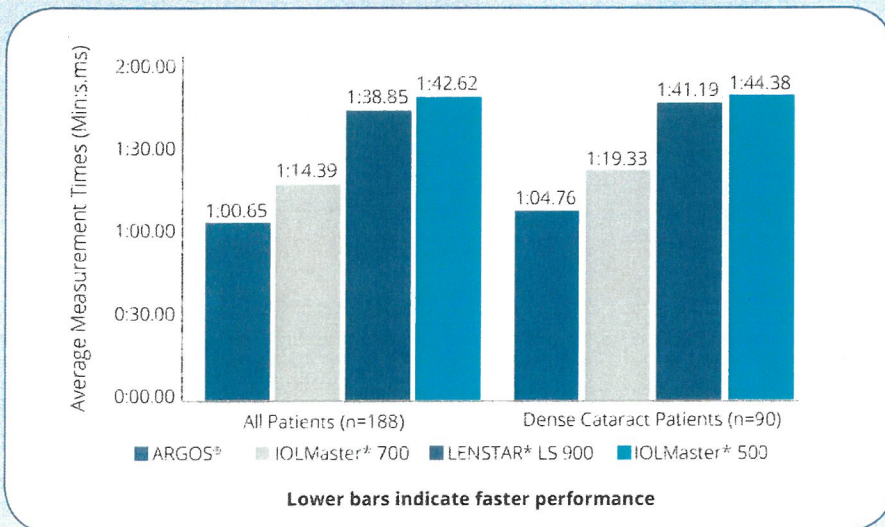
Captures biometric data of<sup>11</sup>:

- Anterior Chamber Depth (ACD)
- Keratometry (K)
- Corneal Diameter/WTW
- Central Corneal Thickness (CCT)
- Axial Length (AL)
- Aqueous Depth (AD)
- Pupil Size (PD)
- Lens Thickness (LT)

\* With capture times as low as 0.6 seconds.

† At 3000 A-Lines/sec as compared to 2000 A-lines/sec for IOLMaster\* 700.

Average measurement times for all patients and dense cataract patients across all biometers<sup>12†</sup>



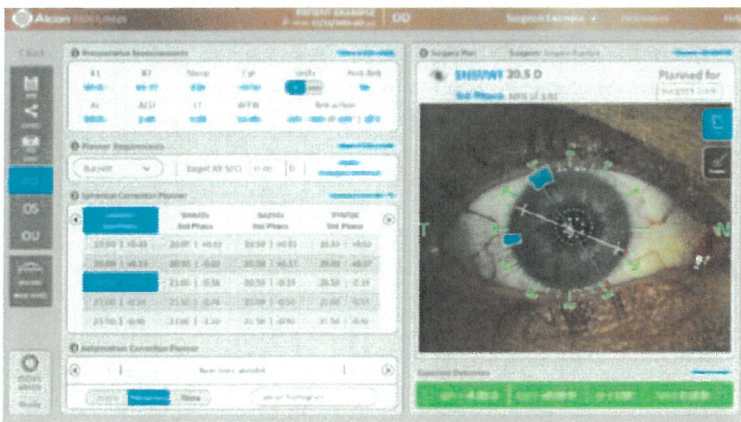
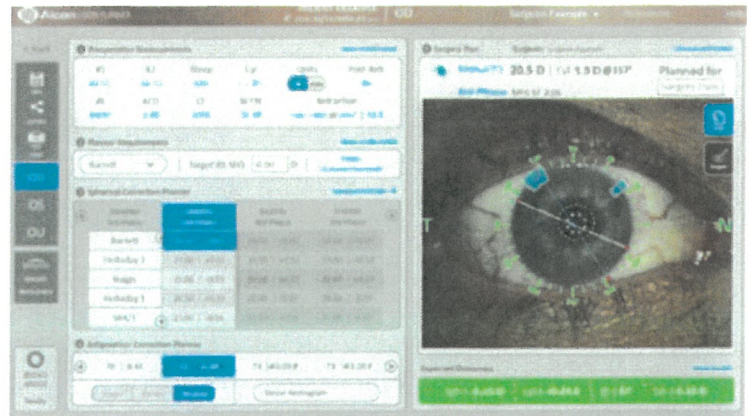
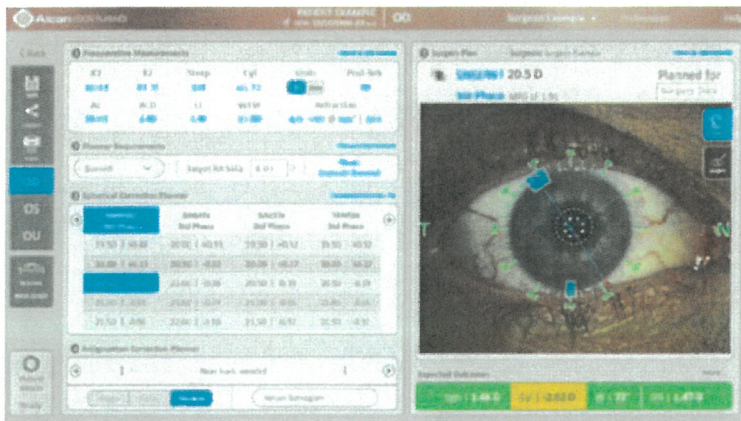
In a study, ARGOS® was found to have a **significantly faster biometry measurement time** compared to all other optical biometers for all patients ( $p < 0.05$ )<sup>12</sup>

\*Trademarks are the property of their respective owners. † ARGOS®, IOLMaster\* 700, LENSTAR\* LS 900, and IOLMaster\* 500 optical biometer measurements time is reported for 5 scans per eye; Manual A-scan time includes set-up, wait time and measurement time. This does not include referral time if Manual A-scan is not available in-house. When acquisition failed, the need for Manual A-scan resulted in additional time incurred to acquire the biometry measurements (2:32.26).

# The *easier* solution for smarter planning<sup>1-4\*</sup>

Streamline advanced IOL calculations with sophisticated astigmatic management tools<sup>1</sup>:

- Review multiple formulas, multiple IOL options, and astigmatic outcome predictions with just a few clicks
- Simplify accurate incision planning with built-in LRI nomogram
- Export wirelessly for image-guided cataract surgery
- Export wirelessly pre-op data into ORA

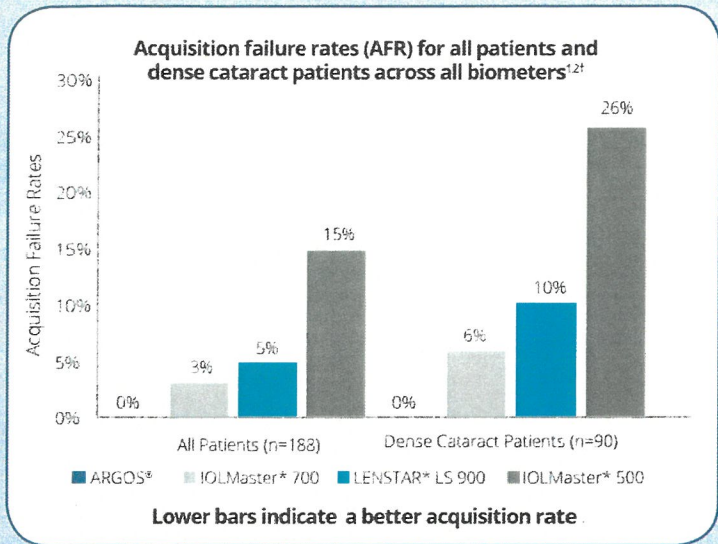


## The Alcon Vision Planner utilizes the following formulas:

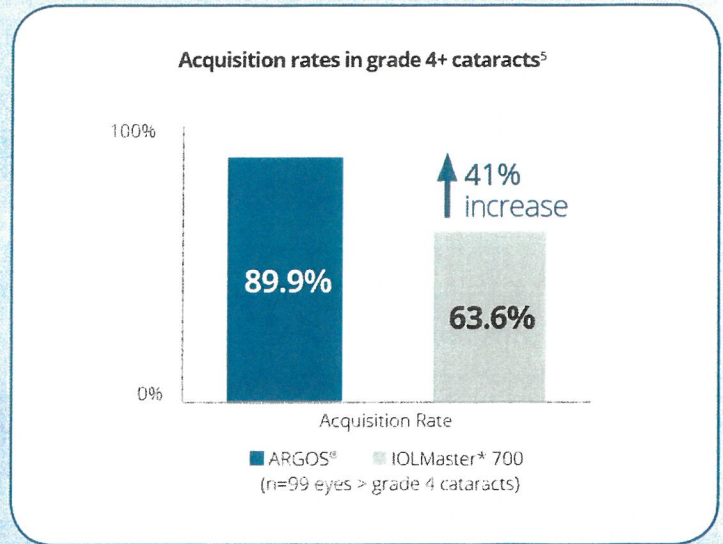
- Barrett Toric Calculator
- Barrett Universal II
- Barrett True K
- Barrett True K Toric
- SRK-T
- Holladay II
- Holladay I
- Holladay R
- Haigis
- Hoffer Q

\* Compared to VERION Reference Unit.

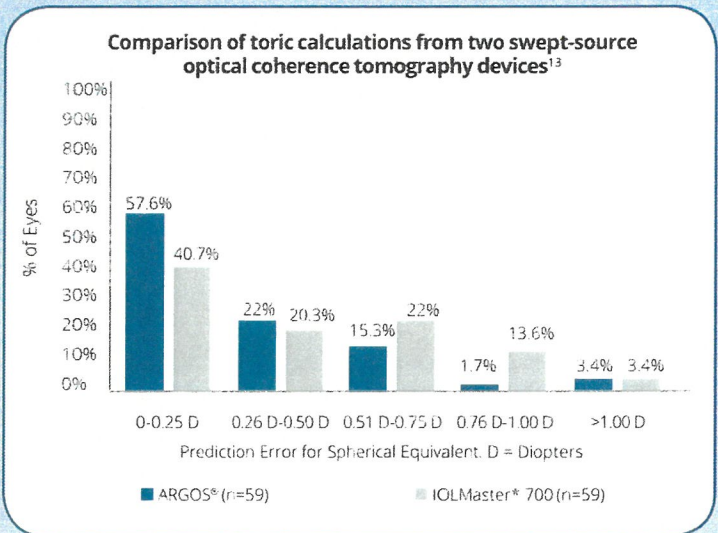
# The *better* solution for smarter planning<sup>5-7</sup>



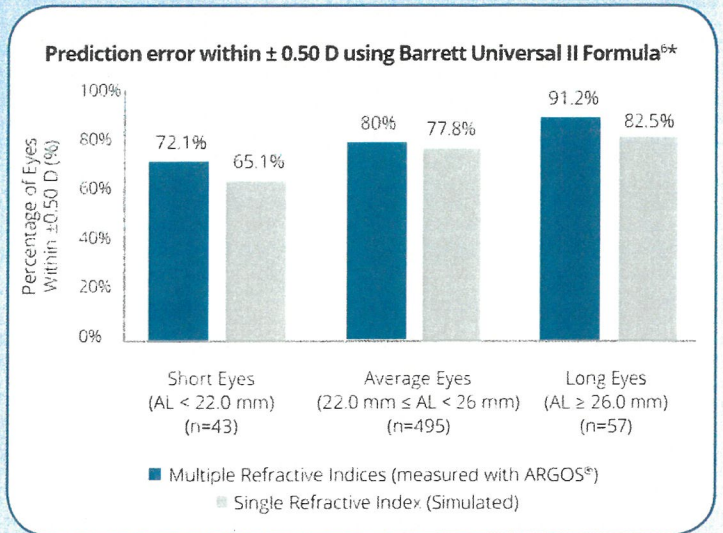
ARGOS® has a significantly better AFR compared to IOLMaster\* 700 (p=0.05), LENSTAR\* LS 900 (p=0.004), and IOLMaster\* 500 (p<0.0001)<sup>1,2</sup>



ARGOS® outperforms IOLMaster\* 700 in grade 4+ cataracts by up to 41%<sup>5</sup>



ARGOS® was found to be significantly better at achieving a spherical equivalent prediction error of 0.50 D or less of target compared to the IOLMaster\* 700 (p=0.016)<sup>1,3</sup>

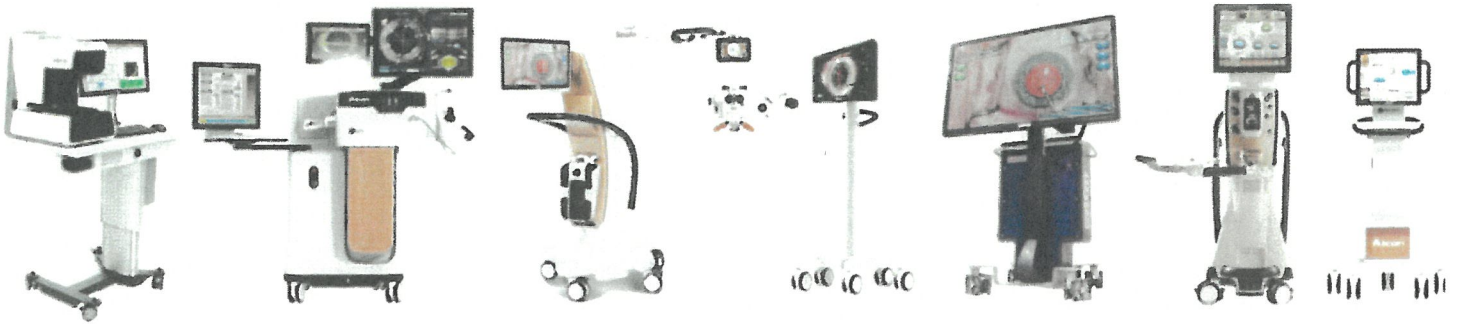


ARGOS® uses segmented axial length, which showed a higher percentage of eyes within ±0.50 D (D = Diopters) in short, average, and long eyes<sup>6</sup>

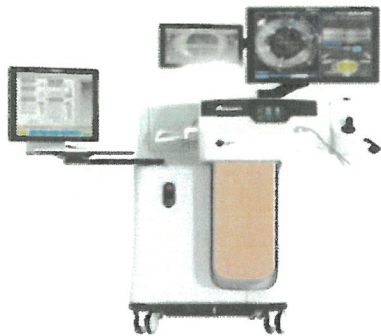
\* Trademarks are the property of their respective owners.  
† Lower percentages indicate better performance.

## The *connected* solution for smarter planning

### Clinic to OR Integration



**ARGOS®** measurements integrates with the **Digital Marker LenSx®, Digital Marker Microscope, NGENUITY® 1.5, CENTURION®** and **ORA SYSTEM.®**

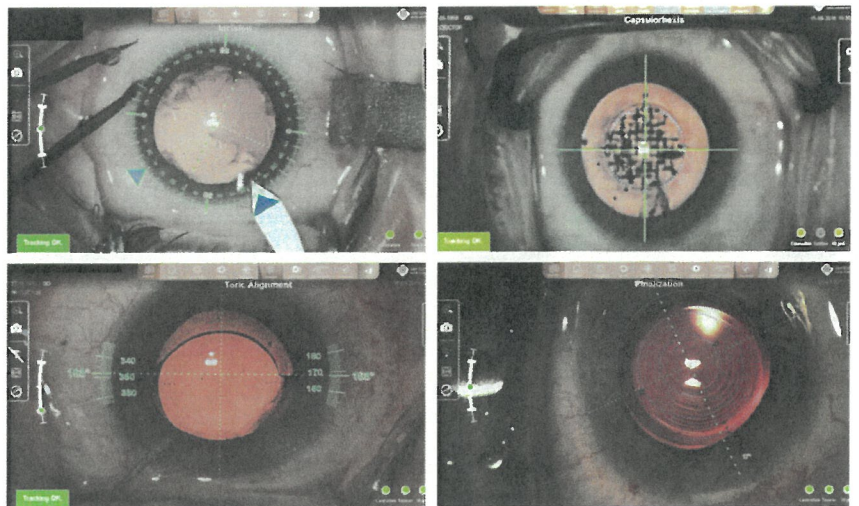


Enhances your **LenSx® Laser** experience<sup>14-19</sup>:

- Seamless image-guided arcuate incision planning and execution
- Image-guided capsulorhexis positioning
- Accurately account for cyclotorsion

### Digital Marker Microscope<sup>20</sup>

- Account for cyclotorsion by registering the patient's iris and limbal landmarks
- Real-time tracking of digital overlays to help ensure precise incision location, capsulorhexis size and final IOL centration and alignment
- Procedural integration with the CENTURION® Vision System
- Supports data integrity with bidirectional data transfer between the clinic and the OR



# New features

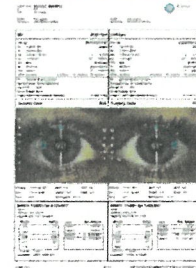
## Cloud Based Capabilities with SMARTCataract

- Connection of clinic to operating room via cloud with SMARTCataract to image-guided systems
- Cloud connectivity with SMARTCataract for remote planning<sup>21-26</sup>



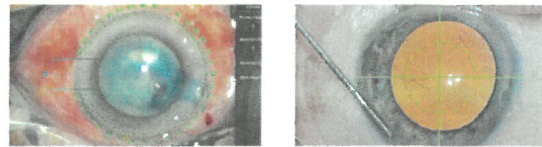
## Workflow Enhancements

- Revised printout design to show sphere, cylinder, and expected Rx for every IOL under a surgeon's profile
- Additional DICOM configurations available to connect ARGOS® to your peripheral systems



## Digital Image Guidance Capabilities with NGENUITY 1.5

- Connect ARGOS with NGENUITY 1.5 for the only fully digital image-guided cataract system on the market<sup>27,28</sup>



### IMPORTANT PRODUCT INFORMATION

#### The ARGOS® Biometer with Image Guidance by Alcon®

**CAUTION: FEDERAL LAW RESTRICTS THIS DEVICE TO SALE BY, OR ON THE ORDER OF, A PHYSICIAN OR PRACTITIONER. INTENDED USE:** ARGOS® is a non-invasive, non-contact biometer based on swept-source optical coherence tomography (SS-OCT). ARGOS® is intended to acquire ocular measurements and perform calculations to determine the appropriate intraocular lens (IOL) power and type for implantation during intraocular lens placement. ARGOS® measures the following 9 parameters: Axial Length, Corneal Thickness, Anterior Chamber Depth, Lens Thickness, K-values (Radii of flattest and steepest meridians), Astigmatism, White-to-White (corneal diameter) and Pupil Size. The Reference Image functionality is intended for use as a preoperative and postoperative image capture tool. **CONTRAINDICATIONS:** There are no known contraindications to the use of the ARGOS® Biometer when used as recommended. **WARNINGS AND PRECAUTIONS:** Intended users are ophthalmologists, physicians, and other eye-care professionals. The device may only be used under the supervision of a physician. Factors that may influence the plausibility of a measurement include: pseudophakic eye, wearing contact lenses, fixation problem, non-intact cornea, cornea opacity, refractive surgery, blood in vitreous humor, retinal detachment, keratoconus, asteroid hyalosis, deformation of corneal shape, ambient light in the room. Do not operate the device in a hazardous environment that has a risk of explosion or contains volatile solvents (alcohol, etc.) or flammable materials (anesthetics, etc.) in the vicinity of the device. **ATTENTION:** Refer to the ARGOS® Biometer User Manual for a complete description of proper use and maintenance of the ARGOS® Biometer, as well as a complete list of indications, warnings and precautions.

#### SMARTCataract

See the equipment product manuals for Important Product Information.

### IMPORTANT PRODUCT INFORMATION FOR NGENUITY® 3D VISUALIZATION SYSTEM FOR THE DIGITALLY ASSISTED SURGERY PLATFORM

**CAUTION:** Federal (USA) law restricts this device to sale by, or on the order of, a physician. **INDICATIONS:** The NGENUITY® 3D Visualization System consists of a 3D stereoscopic, high-definition digital video camera and workstation to provide magnified stereoscopic images of objects during micro-surgery. It acts as an adjunct to the surgical microscope during surgery displaying real-time images or images from recordings. **WARNINGS:** The system is not suitable for use in the presence of flammable anesthetics mixture with air or oxygen. There are no known contraindications for use of this device. **PRECAUTIONS:** Do not touch any system component and the patient at the same time during a procedure to prevent electric shock. When operating in 3D, to ensure optimal image quality, use only approved passive-polarized glasses. Use of polarized prescription glasses will cause the 3D effect to be distorted. In case of emergency, keep the microscope oculars and mounting accessories in the cart top drawer. If there are any concerns regarding the continued safe use of the NGENUITY® 3D Visualization System, consider returning to using the microscope oculars. **ATTENTION:** Refer to the User Manual for a complete list of appropriate uses, warnings and precautions.

**REFERENCES:** 1. ARGOS® Biometer User Manual. 2. Tamaoki A, Kojima T, Hasegawa A, et al. Clinical evaluation of a new swept-source optical coherence biometer that uses individual refractive indices to measure axial length in cataract patients. *Ophthalmic Res.* 2019;19:1-13.2. 3. Hussaindeen JR, Mariam EG, Arunachalam S, et al. Comparison of axial length using a new swept-source optical coherence tomography-based biometer. *PLoS ONE.* 2018;13(12):e0209356. 4. VERION® Reference Unit User Manual. 5. Shammas HJ, Ortiz S et al. Biometry measurements using a new large-coherence-length swept-source optical coherence tomographer. *J Cataract Refract Surg.* 2016;42:50-61. 6. Shammas HJ, Shammas MC, Jirajitt JRV, Cooke DL, Potvin R. Effects on IOL power calculation and expected clinical outcomes of axial length measurements based on multiple vs single refractive indices. *Clin Ophthalmol.* 2020;14:1511-1519. 7. Whang W, Yoo Y, Kang M, et al. Predictive accuracy of partial coherence interferometry and swept-source optical coherence tomography for intraocular lens power calculation. *Sci Rep.* 2018;8(1):13732. 8. Alcon Data on File, 2021. 9. ZEISS IOLMaster 700 510k Submission 2015. 10. Alcon Data on File, 2019. 11. Movi ARGOS® 510K Submission 2019. 12. Multack, S., Pan, L.C., Timmons, S., Datar, M., Hsiao, C.W., Babu, R. Time Efficiency Metrics of an Innovative Swept Source OCT Biometer (SS-OCT) for Cataract Evaluation: A Comparative Time-and-Motion Study. *American Society of Cataract and Refractive Surgery Congress (ASCRS) 2022*, Washington, US. 13. Melendez, RF, et al. Comparison of astigmatism prediction accuracy for toric lens implantation from two swept-source optical coherence tomography devices. *Clin Ophthalmol.* 2022;16:3795-3802. 14. Kohner, T, Mathys, I, Petermann K, et al. Update on the comparison of femtosecond laser-assisted lens surgery to conventional cataract surgery: a systematic review and meta-analysis. Paper presented at: ESORS; October 7-11, 2017; Lisbon, Portugal. 15. Roberts TV, et al. Update and clinical utility of the Lenix femtosecond laser in cataract surgery. *Clin Ophthalmol.* 2016;10: 2021-2029. 16. Ali-Mohitaseb, Z, et al. Comparison of corneal endothelial cell loss between two femtosecond laser platforms and standard phacoemulsification. *J Refract Surg.* 2017;33(10):708-712. 17. Mastropasqua, L, Toto I, Mastropasqua, A, et al. Femtosecond laser versus manual clear corneal incision in cataract surgery. *J Refract Surg.* 2014;30 (1):27-33. 18. Zhang X, et al. Performance of femtosecond laser-assisted cataract surgery in Chinese patients with cataract: a prospective, multicenter, registry study. *BMC Ophthalmol.* 2019; 19:77. 19. Toto I, Mastropasqua, R, Mattei PA, et al. Postoperative IOL axial movements and refractive changes after femtosecond laser-assisted cataract surgery versus conventional phacoemulsification. *J Refract Surg.* 2015;31(8):524-530. 20. LuxOR Revella™ (LX LED) Ophthalmic Microscope Operator's Manual. 21. Blaylock JF, Hall B. Astigmatic results of a diffractive trifocal toric IOL following intraoperative aberrometry guidance. *Clin Ophthalmol.* 2020;14: 4373-4378. 22. Gionni, RJ, Dianalanza, R, Green M, Hamilton C. A large retrospective database analysis comparing outcomes of intraoperative aberrometry with conventional preoperative planning. *J Cataract Refract Surg.* 2018;44 (10):1230-1235. 23. Vaa Vliet EJ, Bredenhoff, E, Semmeus, W, Kop LM, Sol JCA, Harten, WH. Exploring the relation between process design and efficiency in high-volume cataract pathways from a lean thinking perspective. *Int J Qual Health Care.* 2011;23(1):83-93. 24. Håkansson, I, Lundström M, Stenevi, U, Ehinger, B. Data reliability and structure in the Swedish National Cataract Register. *Acta Ophthalmol Scand.* 2001;79 (5):518-523. 25. Zavadni, Z, Pan I, Saylor M, Mok K, Cheng H. Enhancing clinic and operating room (OR) connectivity via a cloud-based application to improve practice efficiency for cataract surgery. Study summary presented at: ASCRS Annual Meeting; April 22, 2022; Washington, DC. 26. Alcon Data on File, 2020. 27. NGENUITY 3D Visualization System [operator's manual]. Rev D. Fort Worth, TX: Alcon Laboratories, Inc; 2017. 28. Ederdt, C, Paulo EB. Heads-up surgery for vitreoretinal procedures: an experimental and clinical study. *Retina.* 2016;36(1):137-147.



Quote #: PN-072010

Quote Date: 03/13/2024

Customer billing information:

**SOLD TO ACCOUNT# (Owner): 0100090047**  
**BEAR VALLEY COMM HOSP**  
**41870 GARSTIN DR**  
**BIG BEAR LAKE, CA 92315**

**EQUIPMENT BILL TO ACCOUNT #: 0100040525**  
**BEAR VALLEY COMM HOSP**  
**PO BOX 1649**  
**BIG BEAR LAKE, CA 92315-1649**

Customer Equipment Purchase Order Number/Information (optional): \_\_\_\_\_

**EQUIPMENT FINANCING AGREEMENT (WITH FIXED INSTALLMENTS)**

This Equipment Financing Agreement ("Agreement") is between Alcon Vision, LLC ("Alcon"), a limited liability company organized and existing under the laws of the State of Delaware, located at 6201 South Freeway, Fort Worth, Texas 76134-2099 and BEAR VALLEY COMM HOSP ("Customer"), a company incorporated and existing under the laws of CA, having its registered office at 41870 GARSTIN DR, BIG BEAR LAKE, CA 92315, with Alcon Account Number 0100090047. Alcon and Customer may individually be referred to as a "Party" and collectively as the "Parties." This Agreement will be effective upon full execution by authorized signatories of the Parties ("Effective Date"). Until fully executed by both Parties, this document does not constitute a binding offer or acceptance on behalf of either Party, and no obligation herein may be enforced in any manner whatsoever.

**AGREEMENT TERMS AND CONDITIONS**

1. **Program Summary.** Alcon shall sell to Customer, and Customer shall purchase from Alcon, the equipment listed and described below ("Equipment"), pursuant to the terms and conditions set forth in this Agreement. Customer agrees to pay for the Equipment, and any applicable System Service Fee(s), as hereinafter defined, in the amounts outlined in this Agreement.

1.1 **Equipment Table**

Qty	Description of Equipment/Service	Extended Amount
<b>Equipment</b>		
1	ARGOS BIOMETER (ZKIT)-(900242708)	\$87,000.00
1	Digital Marker Microscope Kit (DMM + Link + Stand) - (900263195)	\$34,000.00

1.2 **Purchase Summary**

<b>Purchase Total:</b>	<b>\$121,000.00</b>	<b>Financing Term (Months):</b>	<b>12</b>
Less Discounts (excluding trade-in):	\$63,005.00	Interest Rate of: (See terms & conditions)	0.00%
Less Trade-in Equipment Discount:	\$0.00	Estimated Total Interest Amt:	\$0.00
Less Down Payment:	\$0.00	<b>Estimated Total Obligation:</b>	<b>\$57,995.00</b>
<b>Financed Amount:</b>	<b>\$57,995.00</b>		

**1.3 Installation Site. (Equipment will be shipped to the following location)**

BEAR VALLEY COMM HOSP  
41870 GARSTIN DR  
BIG BEAR LAKE, CA 92315

**1.4. Special Financial Instructions.**

**1.5. Special Shipping Instructions. N/A**

**1.6. Customer Information for UCC Security Interest Filing Requirements**

Customer's Legal Name:  
State of Incorporation:  
Charter ID #:

*[Remainder of Page Intentionally Left Blank]*

**Amortization Schedule**

Financing Term: 12Mos.  
Interest Rate: 0.00%  
Monthly Installment: \$4,832.92  
Estimated Total Interest Amount: \$0.00  
Estimated Total Obligation: \$57,995.00

<b>Payment Number</b>	<b>Monthly Payment</b>	<b>Principal Amount</b>	<b>Interest Amount</b>	<b>Loan Balance</b>
1	\$4,832.92	\$4,832.92	\$0.00	\$53,162.08
2	\$4,832.92	\$4,832.92	\$0.00	\$48,329.16
3	\$4,832.92	\$4,832.92	\$0.00	\$43,496.24
4	\$4,832.92	\$4,832.92	\$0.00	\$38,663.32
5	\$4,832.92	\$4,832.92	\$0.00	\$33,830.40
6	\$4,832.92	\$4,832.92	\$0.00	\$28,997.48
7	\$4,832.92	\$4,832.92	\$0.00	\$24,164.56
8	\$4,832.92	\$4,832.92	\$0.00	\$19,331.64
9	\$4,832.92	\$4,832.92	\$0.00	\$14,498.72
10	\$4,832.92	\$4,832.92	\$0.00	\$9,665.80
11	\$4,832.92	\$4,832.92	\$0.00	\$4,832.88
12	\$4,832.92	\$4,832.88	\$0.04	\$0.00



## **2. Purchase Price and Payment.**

**2.1. Financed Amount.** The Financed Amount set forth in Purchase Summary represents the price for the products and services described in the Equipment Table, less any applicable discounts, down payment, and trade-in equipment discount, and may include existing amounts owed by Customer to Alcon. If multiple pieces of Equipment are purchased hereunder, Alcon reserves the right to reasonably determine, in its sole discretion, allocation of Customer payments received pursuant to its internal business practices.

**2.2. Financing Term.** The Financing Term set forth in Purchase Summary shall commence on the later of the: (i) first shipment date for the Equipment purchased hereunder; or (ii) completion date for the Minimum Training Requirement, if applicable for the Equipment. Interest shall begin to accrue on the unpaid balance upon commencement of the Financing Term.

**2.3. Payment of Financed Amount through Installment Payments.** Customer shall pay the Financed Amount as follows:

**2.3.1. Down Payment.** If a down payment is included in Purchase Summary, Alcon shall invoice Customer for such down payment on the later of completion of the Minimum Training Requirements or Installation. The down payment will apply to the original Purchase Total detailed in the Purchase Summary.

**2.3.2. Installment Payment.** Upon commencement of the Financing Term, Customer shall pay the balance of the Financed Amount, plus interest, as set forth in Purchase Summary, in equal monthly payments during the Financing Term as detailed in the Amortization Schedule.

**2.4. Payment Terms.** Payment for any invoices issued by Alcon pursuant to this Agreement will be due within 30 days of the applicable invoice date unless otherwise agreed to in writing by Alcon. Failure of Alcon to provide a timely invoice does not excuse Customer from payment. Interest shall continue to accrue on any unpaid balance of the Financed Amount, regardless of whether invoices are provided.

**2.5. Early Payments.** No prepayment amounts will be applied to the balance hereunder without Alcon's prior written approval. If Customer chooses to prepay the outstanding balance for any of the Equipment, Customer must contact Alcon for the payoff amount due, as reasonably determined by Alcon.

**2.6. Shipping.** The Financed Amount excludes all shipping and handling charges, which shall be invoiced to Customer separately.

**2.7. Taxes.** The Financed Amount excludes all federal, state, and local taxes, duties, sales taxes, value added taxes, assessments, and similar taxes and duties relating to the Equipment. Customer will be responsible for paying and filing all taxes and duties assessed upon the Equipment or its use or operations or on earnings arising therefrom.

**2.8. Service Charges for Late Payment.** If Alcon retains a collection agent or initiates any legal action to recover any amounts due hereunder, a service charge may be added to unpaid invoices from the date of such referral or initiation, at Alcon's option, at the rate of 1½% per month (18% per year) or the maximum legal rate, whichever is less.

## **3. Ownership and Proprietary Rights.**

**3.1. Ownership.** Title to the Equipment transfers to Customer upon Alcon's receipt of the all sums owed for the Equipment.

**3.2. License to Use Equipment.** The Equipment may be subject to one or more patents, copyrights, trademarks, trade secrets and/or other intellectual property rights for which a licensing, system, procedure, or usage fee ("System Service Fee") shall be required to enable enhanced features of the Equipment pursuant to the terms and conditions in the System Service Contract, attached hereto and incorporated herein as Exhibit A if specified in Special Financial Instructions above. Customer acknowledges and agrees that it has no right to use the Equipment unless and until any System Service Fee is paid in accordance with the System Service Contract.

**3.3. Security Interest and Agency.** Alcon reserves all rights under applicable laws to register a purchase money security interest or lien on the Equipment. The value of Alcon's security interest or lien equals the purchase price of the Equipment and will be satisfied upon payment in full. Customer represents and warrants that the location of Customer's primary place of business and Customer's legal name are as set forth in the Sold to Account information above. Customer hereby appoints Alcon or its agent as Customer's limited attorney-in-fact to execute and record all documents reasonably necessary to reflect Alcon's ownership interest hereunder. Until Customer's financial obligations hereunder have been paid in full, Customer shall: (i) preserve its corporate existence and not merge into or consolidate with any other entity (whether as one transaction or a series or related transactions) or sell all or substantially all of its assets without notifying Alcon of such event and entering into an appropriate amendment to this Agreement; (ii) not change the state of incorporation or its corporate name without providing Alcon at least 30 days' advance written notice; (iii) not move the Equipment from the Installation Site, as hereinafter defined, without prior written approval of Alcon; (iv) not remove, conceal, or deface any labels, plates, stenciling, or decals placed upon the Equipment to give notice of Alcon's interest in the Equipment; and (v) keep the Equipment free and clear of all liens, claims, and encumbrances in favor of another.

**3.4. Proprietary Rights.** Customer acknowledges and agrees that the name "Alcon," the name of the Equipment, and all associated logos, branding, and design elements (collectively, the "Marks") are the exclusive property of Alcon. Customer further acknowledges and agrees that the Marks are valuable assets of Alcon and that substantial recognition and goodwill are associated with the Marks. Customer shall not take any action inconsistent with Alcon's ownership of the Marks, and all uses by Customer of the Marks shall inure to the benefit of Alcon.

#### **4. Delivery of Equipment.**

4.1. **Risk of Loss; Insurance.** Equipment shipped by Alcon will be delivered to Customer F.O.B. Origin, with risk of loss passing to customer upon shipment Alcon shall obtain transit insurance coverage for the equipment at Customer's expense during shipment. Charges for such insurance coverage are included in the shipping and handling charges set forth on the invoice and shall be paid by Customer. Customer shall cooperate with the transit insurer in processing any damage or loss claim. Following Delivery of the Equipment to the Installation Site, Alcon shall have no further obligation to obtain insurance for Customer.

4.2. **Insurance following Delivery.** Customer shall provide and maintain, at its sole cost and expense, all risk property insurance on the Equipment for its full replacement value, and comprehensive public liability and property damage insurance on the Equipment to the extent and in the manner in which entities using equipment of a similar character and engaged in a business similar to that of Customer customarily insure with respect to similar equipment and comparable risks. Customer also shall obtain and maintain malpractice insurance of at least \$1 million/\$3 million for the Term of this Agreement. Customer shall provide to Alcon, or its assigns, certificates of insurance and a loss payable endorsement in favor of Alcon or its assignees as loss payee for property damage coverage and as additional insured for public liability coverage. All insurance shall be in a form, amount and with insurers satisfactory to Alcon and shall provide for at least 30 days' advance written notice of cancellation to Alcon and its assigns, and the coverage afforded to Alcon and its assigns, shall not be rescinded, impaired or invalidated by any act or omission of Customer. Alcon may apply proceeds of any such insurance to any of Customer's obligations hereunder, but shall pay excess proceeds, if any, to Customer upon Customer's full satisfaction of its obligations hereunder.

4.3. **Installation Site.** Customer shall be responsible for preparing, at its expense and prior to delivery of the Equipment, a site suitable for the installation and operation of the Equipment and in compliance with applicable laws and any specifications that Alcon may supply to Customer ("Installation Site"). Alcon will not be liable for, and Customer agrees to indemnify and hold Alcon harmless from any liability resulting from, non-standard methods of installation (or such other installation methods not made in accordance with product specifications), including, but not limited to, ceiling-mount installations. Delivery of the Equipment in undamaged condition to Customer's Installation Site shall constitute delivery to Customer ("Delivery"). The Equipment shall remain at the Installation Site. If Customer intends to move the Equipment to another location after Delivery of the Equipment, Customer shall provide Alcon written notice prior to such move and obtain Alcon's consent prior to moving the Equipment. If the Equipment is transferred in violation of this Agreement, all warranties shall be void, and Alcon shall be under no obligation to provide service or warranty coverage for such Equipment.

4.4. **Installation.** At an agreed-upon time following Delivery of the Equipment, Alcon personnel shall install the Equipment at the Installation Site and perform applicable tests to determine that the Equipment is operating in conformance with Alcon's product documentation for the Equipment ("Installation").

5. **Training.** Alcon may, as appropriate, provide Customer with training on, and support of, the Equipment. For certain products, Alcon has established minimum recommended training for the safe and effective use of the Equipment, which will be achieved once at least one qualified surgeon able to perform surgeries with the Equipment at Customer's facility has received the minimum recommended training ("Minimum Training Requirement"). Customer agrees not to make use of such Equipment except as required for the purpose of training toward the Minimum Training Requirement until the Minimum Training Requirement is met.

6. **Trade-in Equipment.** Trade-in equipment ("Trade-In Equipment"), if applicable and described in the Purchase Summary, must be returned within 90 days of Delivery, or Customer agrees to pay Alcon the trade-in value of the Equipment specified therein (plus applicable taxes) upon invoicing. Customer represents and warrants to Alcon that it has the legal right to transfer title to, and surrender possession of, such Trade-In Equipment to Alcon. Customer further represents and warrants to Alcon that Customer either: (a) owns all right, title and interest in such Trade-In Equipment free and clear of any third-party liens, security interests or other encumbrances of any kind (collectively, "Liens"); or (b) has provided Alcon with a complete written list of such Liens. Customer agrees to obtain, or facilitate Alcon in obtaining, full releases of any such Liens either prior to or promptly after surrendering possession of the Trade-In Equipment to Alcon. Customer agrees to indemnify Alcon from any claims resulting from a breach of any of the warranties in this section.

#### **7. Customer Representations.**

7.1. Customer acknowledges and agrees that it: (i) has selected the Equipment based on its professional judgment and expressly disclaims any reliance upon any statements made by Alcon or any agent of Alcon unless provided herein; (ii) is purchasing the Equipment for its own use and not for resale or distribution, and any violation of this acknowledgment shall be a material breach of this Agreement; and (iii) shall use the Equipment only in normal operations for the purposes for which it was designed and shall cause the Equipment to be operated only by competent and qualified personnel and in accordance with applicable manufacturer's instructions. Additionally, Customer acknowledges and agrees that the use of the Equipment other than in accordance with the published instructions or with any disposable or consumable products that are not sold, authorized, or validated by Alcon, is at Customer's sole risk, and Customer hereby releases Alcon (and Alcon hereby disclaims) from any liability for such use.

7.2. The Parties acknowledge that the foregoing restriction on resale or distribution shall not apply to those customers who are participating in the Small Business Administration's 8(a) Program or resale by a financing company in connection with the finance of the Equipment.

#### **8. Equipment Warranty and Maintenance.**

8.1. **Warranty.** From the date of first Installation, Alcon warrants that the Equipment is free from defects in materials and workmanship for a period of one (1) year for new ophthalmic surgical Equipment; and six (6) months for recertified (or refurbished, demo, or other similarly-described) ophthalmic surgical Equipment (the "Warranty"). Such Warranty is contingent on proper Equipment installation, maintenance, and operation in accordance with the published instructions. If the Equipment is subject to federal or state consumer warranty laws, Alcon's limited Warranty included with the Equipment applies in place of such warranties; provided, however, that if such warranties cannot be disclaimed, Alcon limits the duration and remedies of such warranties to the duration and remedies available hereunder. THE WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND MADE ONLY TO CUSTOMER. ALCON MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT OR ANY OTHER PRODUCTS, AND SPECIFICALLY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND ANY

REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. ALL WARRANTIES ARE IMMEDIATELY VOID IF THE EQUIPMENT IS SERVICED BY CUSTOMER OR A THIRD-PARTY, OR IF THE EQUIPMENT OR PRODUCTS ARE NOT USED IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS.

8.2. **Maintenance.** Customer shall be responsible for maintaining the Equipment according to Alcon's published instructions. Failure to maintain the Equipment shall be a material breach of this Agreement and may void applicable warranties, and Alcon shall bear no liability or responsibility for such Equipment failure, nor shall such failure excuse Customer from making payments under this Agreement

8.3. **Limitation of Liability.** For any Warranty claim hereunder, Alcon's sole and exclusive liability and Customer's sole and exclusive remedy shall be limited to either, at Alcon's sole option, the (a) repair or replacement of any goods which are the subject of any such breach, using new or recertified parts; or (b) refund of the price paid for such goods. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, INJURY TO GOODWILL, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES WILL ALCONS LIABILITY RELATING TO ITS SALE OF PRODUCTS TO CUSTOMER FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PARTICULAR PRODUCTS INVOLVED.

## 9. **Termination.**

9.1. **Term.** The term of this Agreement shall commence on the Effective Date and shall remain in force until the Purchase Price is fully paid, unless earlier terminated earlier in accordance with this Agreement or by written agreement of the Parties ("Term").

9.2. **Termination By Customer.** At any time after shipment of the Equipment, but prior to Delivery, Customer may terminate this Agreement without cause by providing written notice to Alcon. In such event, if Alcon determines in its sole discretion that it has been substantially harmed by such termination, Alcon may invoice Customer for liquidated damages, but not as a penalty, in an amount equal to 15% of the Purchase Price of the Equipment.

9.3. **Termination By Alcon.** Prior to full payment of the Purchase Price, Alcon may, in its sole discretion, terminate this Agreement at any time upon written notice if Customer breaches any material term of this Agreement and such material breach remains uncorrected for 15 calendar days. A material breach includes, but is not limited to, (i) Customer's failure to make any payment when due under this Agreement; (ii) Customer's failure to fulfill any term or provision of this Agreement; or (iii) Customer's bankruptcy, insolvency, business failure, or termination of existence.

9.4. **Rights upon Termination.** Termination of this Agreement shall not prejudice any of the Parties rights and obligations which have accrued prior to termination. If Alcon terminates this Agreement, Alcon may do any one or more of the following without the requirement of further notice (including notice of acceleration): (i) reduce any claim to judgment; (ii) foreclose all liens and security interests securing payment of the Equipment (iii) repossess the Equipment without a breach of the peace; (iv) require Customer to immediately return the Equipment to Alcon, at Customer's expense; and (v) exercise any other rights or remedies under this Agreement or applicable law, including, without limitation, the rights of a secured creditor under the Uniform Commercial Code. If Alcon engages an attorney to enforce any of its rights or remedies and/or collect any amounts due under this Agreement, Customer agrees to pay Alcon's enforcement and collection costs, including but not limited to, reasonable attorneys' fees and court costs.

10. **Compliance with Laws.** Customer and Alcon shall, in connection with this Agreement, comply with all applicable United States federal and state laws, regulations, and other authorities, including but not limited to the federal Anti-Kickback Statute (42 U.S.C. 1320a-7b) and comparable state laws. Customer shall comply with, and shall cause each Equipment user to comply with, all applicable laws affecting the Equipment, including, without limitation, the Federal Food, Drug, and Cosmetic Act as well as all applicable rules, regulations and any labeling promulgated thereunder. Customer shall not remove or tamper with any label affixed to the Equipment. Customer and the Equipment users shall use the Equipment in accordance with the Equipment user's manual as same may from time to time be amended.

11. **Adverse Event and Recall.** Any adverse event, malfunctions, or quality complaints related to the Equipment shall be handled by Customer and Alcon according to local legal requirements. If Alcon is required by law, regulation, direction, or any other reason to recall the Equipment, Customer shall fully cooperate with Alcon in such recall of the Equipment.

## 12. **Miscellaneous.**

12.1. **Confidentiality.** All pricing and terms are confidential and shall remain so for a period of three (3) years following expiration or termination of this Agreement. Customer shall not disclose the pricing and terms hereunder or use this Agreement as a basis for competitive solicitation. Notwithstanding the foregoing, either party may disclose such information to the extent required by law or pursuant to the order or request of a court, administrative agency, or other governmental body.

12.2. **No Supply Commitment.** Except as specifically provided in this Agreement, this Agreement is not a commitment to supply consumables for the Equipment at any fixed price. Alcon may, in its sole discretion, make adjustments to the price of consumables and decline to supply consumables for any lawful reason, including non-payment of obligations under this Agreement.

12.3. **Force Majeure.** Neither party shall be liable for any failure or delay in the performance or shipment of any order when such failure or delay is directly or indirectly caused by or in any manner arises or results from fire, flood, accident, riot, war, governmental interference, rationing, allocations or embargoes, strikes or shortages of labor, delay in delivery of material by suppliers, or other difficulties (whether or not similar in nature to any of the foregoing) beyond its control.

12.4. **Governing Law.** This Agreement is governed by and construed in accordance with the substantive and procedural laws of the State of Texas (without regard to conflict of law principles).

12.5. **Notices.** All notices required or permitted under the Agreement shall be sufficient if sent via U.S. mail or express courier delivery to a Party at its address as set forth in this Agreement, or at such other address as the Party may designate to the other in writing from time to time. Any such notice mailed via U.S. mail shall be effective three (3) days after it has been duly addressed and postmarked via the U.S. Postal Service. Notices may be delivered electronically only with written acknowledgment of receipt by the other Party, effective upon such acknowledgement of receipt.

12.6. **Entire Agreement.** This Agreement, including all of the Exhibits or attachments hereto, constitutes the final entire Agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any other agreements or proposals, whether oral or written, pertaining to the subject matter hereof, including, without limitation, any purchase order issued by Customer. Alcon objects to and shall not be bound by any terms and conditions contained in Customer's purchase order forms (regardless of when such purchase order is issued by Customer).

12.7. **Survival.** The rights and obligations of the Parties under the following sections survive expiration or termination of this Agreement: Confidentiality, Compliance with Laws, Adverse Event and Recall, and Governing Law.

12.8. **Waiver.** No claim or right arising out of any term or condition of this Agreement or out of any breach of this Agreement can be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing signed by the party granting such waiver. If any term or condition of this Agreement is held invalid, the remaining terms and conditions of this Agreement shall not be affected thereby.

12.9. **Assignment.** Alcon may assign or sub-contract its obligations and/or rights under this Agreement. Customer may not assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of Alcon. Any attempted assignment in violation of these restrictions shall be void. The provisions of this Agreement shall be binding upon and shall inure to the benefit of Customer and Alcon, their respective successors, and permitted assigns.

*Remainder of page intentionally left blank.*

In witness whereof, the Parties hereto have executed this Agreement as of the Effective Date noted above.

**BEAR VALLEY COMM HOSP**

**ALCON VISION, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ALCON BUSINESS ASSOCIATE ADDENDUM

### I. GENERAL PROVISIONS

**Section I.1. Status of Parties Under HIPAA.** This Business Associate Addendum (**BAA** or **Addendum**) is between Alcon (**Business Associate** or **Alcon**) and Customer (**Covered Entity**). For avoidance of doubt, Alcon means either Alcon Research, LLC or Alcon Vision, LLC. Alcon and Covered Entity have entered into certain Commercial Agreement(s) (**Agreement**) under which Alcon will provide certain services on behalf of Covered Entity that utilize Protected Health Information. This BAA is incorporated by reference into the Agreement.

**Section I.2. Effect.** To the extent that Alcon creates or receives Protected Health Information from or on behalf of Covered Entity (**PHI**) to perform Business Associate functions or activities, the terms and provisions of this Addendum shall apply and supersede any other conflicting or inconsistent terms and provisions in this Agreement to the extent of such conflict or inconsistency. This Addendum shall also govern and supersede any previous business associate agreements between the parties.

**Section I.3. Defined Terms.** Capitalized terms used in this Agreement (including this Addendum) without definition shall have the respective meanings assigned to such terms by the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and their implementing regulations as amended from time to time (collectively, **HIPAA**).

**Section I.4. No Third Party Beneficiaries.** The parties have not created and do not intend to create by this Agreement any third party rights, including, but not limited to, third party rights for Covered Entity patients.

**Section I.5. HIPAA Amendments.** The parties acknowledge and agree that the Health Information Technology for Economic and Clinical Health Act and its implementing regulations impose requirements with respect to privacy, security and breach notification applicable to Business Associates (collectively, the **HITECH BA Provisions**). The HITECH BA Provisions and any other future amendments to HIPAA affecting Business Associate agreements are hereby incorporated by reference into this Addendum as if set forth in this Addendum in their entirety, effective on the later of the effective date of this Addendum or such subsequent date as may be specified by HIPAA. The parties also acknowledge that the state and federal laws relating to Protected Health Information security and privacy are rapidly evolving and that amendment of this Addendum may be required to ensure compliance with such developments. In the event both parties determine in good faith that any such regulation or guidance adopted or amended after the execution of this Addendum is required by law to be implemented and made a part hereof, this Addendum shall be renegotiated in good faith so as to amend the applicable provision(s) in a manner that would eliminate any such substantial risk.

**Section I.6. Regulatory References.** A reference in this Addendum to a section in HIPAA means the section as it may be amended from time-to-time.

**Section I.7. Intent of the Parties.** Both parties intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable law.

**Section I.8. Independent Contractor Status.** The parties acknowledge and agree that Alcon is at all times acting as an independent contractor of Covered Entity and not as an agent or employee of Covered Entity under this Agreement.

### II. OBLIGATIONS OF ALCON

**Section II.1. Use and Disclosure of PHI.** Alcon may use and disclose PHI as permitted or required under this Agreement (including this Addendum) or as Required by Law, but shall not otherwise use or disclose any PHI. To the extent Alcon carries out any of Covered Entity obligations under the HIPAA privacy standards, Alcon shall comply with the requirements of the HIPAA privacy standards that apply to Covered Entity in the performance of such obligations. Alcon shall not use or disclose PHI received from Covered Entity in any manner that would constitute a violation of HIPAA if so used or disclosed by Covered Entity. Without limiting the generality of the foregoing, Alcon is permitted to use or disclose PHI as set forth below:

- (a) As necessary to perform the services of this Agreement, Alcon may use PHI internally for Alcons proper management and administration, or to carry out its legal responsibilities.
- b) Alcon may disclose PHI to a third party for Alcons proper management and administration, provided that the disclosure is Required by Law or Alcon obtains reasonable assurances from the third party to whom the PHI is to be disclosed that the third party will (1) protect the confidentiality of the PHI, (2) only use or further disclose the PHI as Required by Law or for the purpose for which the PHI was disclosed to the third party and (3) notify Covered Entity of any instances of which the third party is aware in which the confidentiality of the PHI has been breached.
- (c) Alcon may use PHI to provide Data Aggregation services relating to the Health Care Operations of Covered Entity if required or permitted under this Agreement.
- (d) Alcon may use PHI to create de-identified information in accordance with the HIPAA De-identification Standard. Alcon may use and disclose de-identified information for purposes including but not limited to development, research, and marketing, and Covered Entity grants a perpetual license to Alcon to use the de-identified information in accordance with this Agreement.

**Section II.2. Safeguards.** Alcon shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted or required by this Addendum. In addition, Alcon shall implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of PHI transmitted or maintained in Electronic Media (E PHI) that it creates, receives, maintains or transmits on behalf of Covered Entity. Alcon shall comply with the HIPAA Security Rule with respect to E PHI.

**Section II.3. Minimum Necessary Standard.** To the extent required by the minimum necessary requirements of HIPAA, Alcon shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

**Section II.4. Mitigation and Reporting.** Alcon shall take reasonable steps to mitigate, to the extent practicable, any harmful effect (that is known to Alcon) of a use or disclosure of PHI by Alcon in violation of this Addendum. In accordance with applicable law, Alcon will report to Covered Entity any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410. Notwithstanding the foregoing, Alcon need not further notify Covered Entity of attempted, unsuccessful Security Incidents, the parties acknowledging that Security Incidents that do not result in successful access to or a Use or Disclosure of PHI in violation of this Agreement (including this Addendum), this Section will be deemed as notice to Covered Entity that Alcon periodically receives unsuccessful attempts for unauthorized access, destruction, disclosure, modification, or use of information or interference with the general operation of Alcons information systems, servers, and the services, including pings and other broadcast attacks on Alcons firewall, port scans, unsuccessful log-on attempts, malware (such as a worm or a virus), and denial-of-service attacks, and, even if such events are defined as a Security Incident under HIPAA, Alcon will not provide any further notice regarding such unsuccessful attempts.

**Section II.5. Subcontractors.** Alcon shall enter into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) with each Subcontractor (including, without limitation, a Subcontractor that is an agent under applicable law) that creates, receives, maintains or transmits PHI on behalf of Alcon. Alcon shall ensure that the written agreement with each Subcontractor obligates the Subcontractor to comply with restrictions and conditions that are at least as restrictive as the restrictions and conditions that apply to Alcon under this Addendum.

**Section II.6. Access to PHI.** After a request by Covered Entity for access to PHI about an Individual contained in any Designated Record Set of Covered Entity maintained by Alcon, Alcon shall make available to Covered Entity such PHI for so long as Alcon maintains such information in the Designated Record Set. If Alcon receives a request for access to PHI directly from an Individual, Alcon shall forward such request to Covered Entity. Covered Entity shall have the sole responsibility to appropriately respond to such requests from Individuals and make decisions regarding whether to approve a request for access to PHI.

**Section II.7. Availability of PHI for Amendment.** After a request from Covered Entity for the amendment of an Individuals PHI contained in any Designated Record Set of Covered Entity maintained by Alcon, Alcon shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI (for so long as Alcon maintains such information in the Designated Record Set) as required by 45 C.F.R. § 164.526. If Alcon receives a request for amendment to PHI directly from an Individual, Alcon shall forward such request to Covered Entity. Covered Entity shall have the sole responsibility to appropriately respond to such requests from Individuals and make decisions regarding whether to approve a request for an amendment to PHI.

**Section II.8. Accounting of Disclosures.** After notice by Covered Entity to Alcon that it has received a request for an accounting of disclosures of PHI (other than disclosures to which an exception to the accounting requirement applies), Alcon shall make available to Covered Entity such information as is in Alcons possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. If Alcon receives a request for an accounting directly from an Individual, Alcon shall forward such request to Covered Entity. Covered Entity shall have the sole responsibility to provide an accounting of disclosures to the Individual.

**Section II.9. Availability of Books and Records.** Alcon shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Alcon on behalf of, Covered Entity available to the Secretary for purposes of determining Covered Entities and Alcons compliance with HIPAA.

### III. OBLIGATIONS OF THE COVERED ENTITY

**Section III.1. Permissible Requests.** Covered Entity shall not request Alcon to use or disclose PHI in any manner that would not be permissible under HIPAA if done directly by Covered Entity.

**Section III.2. Minimum Necessary PHI.** When Covered Entity discloses PHI to Alcon, Covered Entity shall provide the minimum amount of PHI necessary for the accomplishment of Alcons purpose.

**Section III.3. Permissions; Restrictions.** Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associates use or disclosure of PHI. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associates use or disclosure of PHI.

**Section III.4. Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associates use or disclosure of PHI.

### IV. TERMINATION OF THIS ADDENDUM

**Section IV.1. Termination for Cause.** Each party authorizes termination of this Addendum by the other party, if the terminating party determines the other party has violated a material term of this Addendum and the violating party has not cured the breach or ended the violation within 30 calendar days after receipt of written notice describing the material breach.

**Section IV.2. Term and Return or Destruction of PHI upon Termination.** The term of this BAA shall be effective upon first disclosure of PHI to Alcon by Covered Entity, and shall terminate when all of the PHI provided by Covered Entity to Alcon, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. Upon expiration or earlier termination of this Agreement, Alcon shall either return or destroy all PHI received from Covered Entity or created or received by Alcon on behalf of Covered Entity and which Alcon still maintains in any form. Notwithstanding the foregoing, to the extent that Alcon reasonably determines that it is not feasible to return or destroy such PHI, the terms and provisions of this Addendum shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI. For avoidance of doubt, PHI does not include de-identified information such as the data discussed in Section II.1(d) above.



Thank you Bear Valley Family for our Partnership					
	Ovation Solution	Leader	Coverage	2023 - 2024	Comments
<b>Key</b>	Focus Items This Month	Focus Items This Year	Completed This Year	Updated This Month	
<b>Coverage</b>	WIC - Within Contract				
Return On Investment					
				<b>2022</b>	<b>2023</b>
Direct Ovation Business Partner Benefits				\$ 338,820	\$ 362,595
Indirect Ovation Business Partner Benefits				\$ 288,805	\$ 235,469
				\$ 627,625	\$ 598,064
Professional Fees				\$ 320,488	\$ 338,421
<b>Return On Investment-Dollars</b>				<b>\$ 307,137</b>	<b>\$ 259,643</b>
<b>Return On Investment-Percentage</b>				<b>95.8%</b>	<b>76.7%</b>

	Ovation Solution	Leader	Coverage	2023-2024	Comments
<b>Strategic Planning &amp; Growth</b>	CEO Advisement	GVP	WIC	Ongoing support with the CEO on operations.	Monthly calls with the CEO on various topics.
	Physician Practice Review	Margaret Cook	WIC	Review of physician practice for purchase.	Kassouf team to have call with Admin team May 9 to discuss.
	Strategic Planning	Strategy Team	WIC	Formulation and assistance with new 3 year strategic plan.	Initial call held Feb 13th. Planning team onsite May 1-2 for interviews. Market assessment completed. Initial summary report discussed with Admin and Directors.
	Construction and Design Project	David Anton	WIC	Initial discussions/meetings for the construction of new Hospital to meet CA codes.	Phase 2 underway. Onsite visit held week of April 29th.
	Construction and Design Project Financing	GVP	WIC	Financing of new construction	Feasibility study put on hold due to delay in USDA filing. Discussion to explore other options underway.
	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.
	Physician Recruiting	GVP	WIC	Work with CEO on recruitment, planning for new Providers.	General Surgeon and Orthopedist recruited.
	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	2023-2024	Comments
<b>Clinical &amp; Compliance</b>	Patient Experience assessment	Cadence	WIC	Assessment to improve the patient experience process.	Scoping call held mid-April. Gina Lehman onsite May 1-2 during strategic planning. Report presented to Admin along with plan going forward.
	Case Management Assessment and Mentorship	Quality Team	Add-on	Phase 2 of Case Management project.	Mayra to continue once new CFO in place and protocol established with CNO.
	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	Physican Clinic Team	WIC	Assessment of Clinics and Urgent Care	Final report issued. Implementation of suggestions/findings occurred. Improvements noted.

	Ovation Solution	Leader	Coverage	2023-2024	Comments
<b>Financial &amp; Operations</b>	Monthly Operations Review	Region Team	WIC	Held Monthly on 2nd Monday	Monthly calls with BVCHD admin, QHR Region Team, Support Team
	Financial Ops Review (FOR)	Region Team	WIC	Information request sent in February.	Suzette to review information during her visit May7-9.
	Contractual Accounting Review	David Perry	WIC	Information request sent in February.	Information received and is in review.
	Budget review	Region Team	WIC	Review of 2024-25 budget prior to submission to Board.	Budget process has begun. Jim picking up the process.
	Qrate Price Comparison	HFR Team	WIC	Review of current pricing as compared to other local facilities.	Coordination of efforts underway.
	Staffing Assessment	Thomas Florian	WIC	Assessment to determine staffing levels	Will work with Jim once he starts to begin project. Preliminary information requested and being submitted.
	Revenue Cycle Assessmet	Amplify	WIC	Assess the revenue cycle department and it's operations.	Scheduling scoping call and visit when Jim starts as the new CFO.
	Elevate Assessment	PLUS Team	WIC	Assess the purchasing department and it's operations.	Working with MM on contract compliance and improving dietary in particular. Andrew Bargsten planning a trip in next 2 months.
	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	Monthly calls being held with BV/Mgd Care team. Several payor contracts being worked on currently.

	Ovation Solution	Leader	Coverage	2023-2024	Comments
<b>Trustee Education</b>	Governance Webinars	QLI	WIC	Second Tuesday each month	June 11: Caring and Community
	National Trustee Conference with Trustee Essentials	QLI	WIC	Leadership conference to be held in Austin, TX at Barton's Creek, Feb 20-24.	Thank you Evan for attending.
	Board Self-Assessment	Region Team	WIC	Assessment of Board direction for upcoming year.	
<b>Leadership Education &amp; Development</b>	CFO Recruitment	GVP	WIC	Assist with Recruitment of CFO	Jim Schlenker was hired and started May 1st.
	HFR Regulatory Updates	HFR	WIC	Updates Presented Daily/Monthly Based on Information Release	
	CFO Evaluation	GVP	WIC	Evaluation process completed December 2023.	Evaluation presented at February Board meeting.
	CEO Evaluation	GVP	WIC	Evaluation process completed December 2023.	Evaluation presented at February Board meeting.

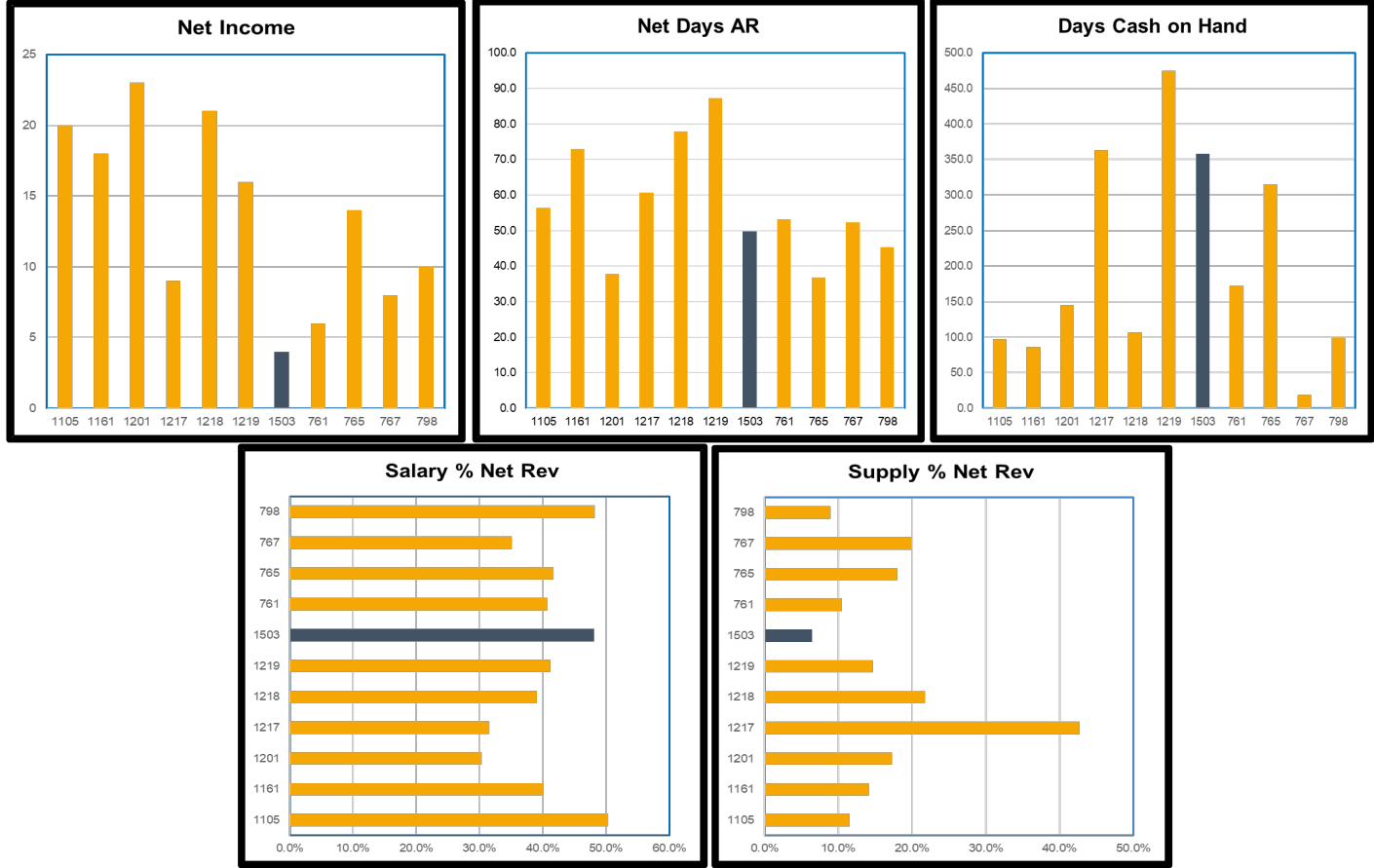
<b>Ovation Region Team and Internal Consulting Hours</b>			
	<b>2022</b>	<b>2023</b>	<b>2024 YTD</b>
Region Team	360	422	250
Internal Consultants	1,061	732	174
<b>Total:</b>	<b>1,421</b>	<b>1,154</b>	<b>424</b>

<b>Key Contract Items</b>
<b>Hospital</b>
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
<b>Medical Stabilization Unit</b>
<b>Termination window exercised effective December 28, 2022</b>
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
HPG Discounts	\$ 271,850	\$ 308,550
HPS Rebates	\$ 16,336	\$ 19,054
GPO Group Savings	\$ 3,381	\$ 3,176
MD Buyline	\$ 10,000	\$ 10,000
Strategic Service Partner	\$ 36,286	\$ 21,815
Valify	\$ 967	
<b>Total:</b>	<b>\$ 338,820</b>	<b>\$ 362,595</b>
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
<b>Total:</b>	<b>\$ 288,805</b>	<b>\$ 235,469</b>
Partnership Education Benefit		
Direct Employee Education	Trustee Quick Reference Guide	
OLI Monthly Education Offerings	Board Essential 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	Case Management Review and Mentoring	

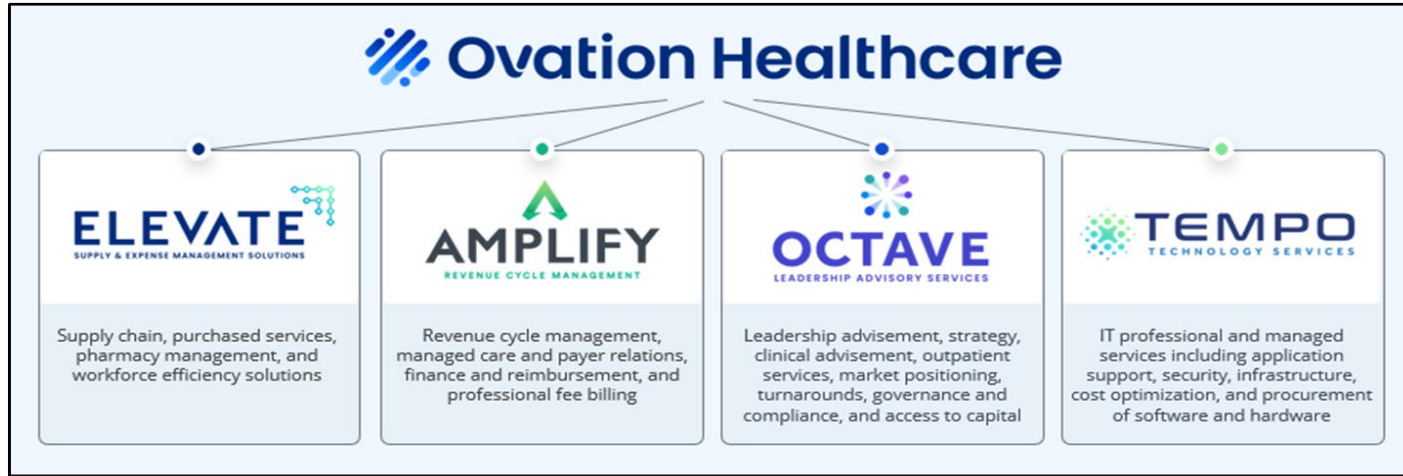
Bear Valley Ovation/Elevate Summary									
Desc	Spend			Savings \$\$s			Ovation AF		
	2022	2023	Variance	2022	2023	Variance	2022	2023	Variance
SSP	\$1,257,712.07	\$207,791.16	-\$1,049,920.91	\$36,286.42	\$18,516.19	-\$17,770.23	\$8,354.32	\$13,868.77	\$5,514.45
HPG	\$2,019,503.04	\$2,686,767.84	\$667,264.80	\$271,850.01	\$308,549.62	\$36,699.61	\$29,195.81	\$38,692.63	\$9,496.82
<b>Total:</b>	<b>\$3,277,215</b>	<b>\$2,894,559</b>	<b>-\$382,656</b>	<b>\$308,136</b>	<b>\$327,066</b>	<b>\$18,929</b>	<b>\$37,550</b>	<b>\$52,561</b>	<b>\$15,011</b>
<b>Notes:</b>	SSP - Strategic Service Partners								
	HPG - Healthcare Purchasing Group								
Elevate 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 - March 2024 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	Succession Planning	1
Apr 9	Courage & Compliance	1
May 14	Quality, Safety, and Care Experience	
Jun 11	Caring & Community	
Jul 9	Controlling the Controllables	
Aug 13	Medicare Advantage - Status & Strategies	
Sept 10	Reimbursement Realities 2024	
Oct 8	Culture of Compliance	
Nov 11	Strategic Planning Oversight	
<p>Check out all Webinars through the link below                      Be sure to add these dates to you calendar!                      Visit <a href="https://ovationhc.com/education/">https://ovationhc.com/education/</a> to register</p>		



Ovation Regional Team		
Team Member & Position	Phone	Email
<b>Region Team</b>		
Woody White, CPA - Group Vice President	561.644.5391	<a href="mailto:wwhite@ovationhc.com">wwhite@ovationhc.com</a>
Suzette Duhe - VP of Finance	228.297.6342	<a href="mailto:sduhe@ovationhc.com">sduhe@ovationhc.com</a>
Leslie Roney - Financial Consultant	615.400.7220	<a href="mailto:lroney@ovationhc.com">lroney@ovationhc.com</a>
<b>Support Team</b>		
David Perry - AVP Healthcare Finance & Reimbursement	615.371.4703	<a href="mailto:dperry@ovationhc.com">dperry@ovationhc.com</a>
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Andrew Bargsten - Senior Director Client Success	615.371.4789	<a href="mailto:abargsten@elevate-scs.com">abargsten@elevate-scs.com</a>
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Blake Seitz - VP Strategy	434.218.9885	<a href="mailto:bseitz@ovationhc.com">bseitz@ovationhc.com</a>
Scott Nation - President Velocity Surgical Management	423.653.6620	<a href="mailto:snation@ovationhc.com">snation@ovationhc.com</a>
Kristine Wolff - SVP Clinical Solutions	724.882.0630	<a href="mailto:kwolff@ovationhc.com">kwolff@ovationhc.com</a>

# Upcoming Ovation Healthcare Education



Workforce Efficiency

WEBINAR  
Effective Use of Labor  
Benchmarks to Achieve  
Workforce Target Goals

📅 05/07/2024  
🕒 10:30 am – 11:30 am  
💻 Virtual

[Learn More >](#)



Board Leadership

WEBINAR  
Board Leadership: Intersection of  
Patient Experience and Quality at  
the Board Level

📅 05/14/2024  
🕒 12:00 pm – 1:00 pm  
💻 Virtual

[Learn More >](#)



Supply Chain

WEBINAR  
Contracts 101: Key Points for  
Successful Contract Review and  
Management

📅 05/21/2024  
🕒 10:30 am – 11:30 am  
💻 Virtual

[Learn More >](#)



Reimbursement

WEBINAR  
Reimbursement & Regulatory  
Update: Medicare Inpatient  
Proposed Rules

📅 05/22/2024  
🕒 2:00 pm – 4:00 pm  
💻 Virtual

[Learn More >](#)



Clinical Solutions

WEBINAR  
Infection Prevention & Control  
Regulatory Readiness: Down &  
Dirty With Cleaning, Disinfection,  
and Sterilization

📅 05/23/2024  
🕒 1:00 pm – 2:00 pm  
💻 Virtual

[Learn More >](#)



Clinical Solutions

WEBINAR  
Operationalizing a Just Culture

📅 06/06/2024  
🕒 1:00 pm – 2:00 pm  
💻 Virtual

[Learn More >](#)



Board Leadership

WEBINAR  
June Board Leadership Webinar

📅 06/11/2024  
🕒 12:00 pm – 1:00 pm  
💻 Virtual

[Learn More >](#)



Revenue Cycle

WEBINAR  
Revenue Cycle Metrics that  
Matter for Leaders

📅 06/13/2024  
🕒 10:30 am – 11:30 am  
💻 Virtual

[Learn More >](#)



Physician Services

CLASSROOM  
Physicians Services Summer  
Symposium

📅 06/20/2024 – 06/21/2024  
📍 1573 Mallory Lane Suite 200,  
Brentwood, TN 37027

[Learn More >](#)



Technology

WEBINAR  
Cybersecurity Awareness 101 –  
Managing Risks to the  
Organization

📅 06/26/2024  
🕒 10:30 am – 11:30 am  
💻 Virtual

[Learn More >](#)

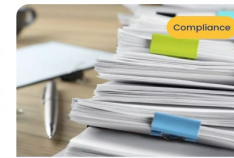


Board Leadership

WEBINAR  
July Board Leadership Webinar

📅 07/09/2024  
🕒 12:00 pm – 1:00 pm  
💻 Virtual

[Learn More >](#)



Compliance

WEBINAR  
Mid-Year Compliance Update

📅 07/11/2024 – 07/11/2024  
🕒 10:30 am – 11:30 am  
💻 Virtual

[Learn More >](#)





## The disruptors are getting disrupted — 5 takeaways

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If recent developments are any indication, it appears that primary care disruptors are being disrupted.

Regulatory complexities, reimbursement challenges, escalating operating costs, competition for physicians and other factors are taking the steam out of some of retail's largest companies that once were brimming with optimism.

Walmart's [announcement](#) last week that it will close its 51 health centers in five states and exit virtual care services stunned many observers. Only five years ago, the mega-retailer was touting its business model of bringing convenient access and low-cost primary care to millions of its customers. And just last year, it added 17 primary care centers in Florida.

Now Walmart says there is not a sustainable business model to continue.

### Facing health care's harsh economic realities

Walmart is hardly the only company waylaid by health care's economic and business challenges. Just days earlier, UnitedHealth Group's Optum subsidiary said it would shutter its virtual care business after a three-year run. Some analysts called the move predictable, attributing it to challenges brought on by market saturation and differentiation challenges. The company, however, still remains a force in the direct care marketplace, employing the most physicians in the field.

Meanwhile, Walgreens continues to reshape its health care strategy. The retailer, which owns a 63% stake in primary care provider VillageMD, is closing 160 of its health clinics and took a \$6 billion write-down last month in the value of its investment in the company. Contributing factors included slower than expected patient volume growth and changing Medicare reimbursement models.

And telehealth provider Teladoc, once the darling of Wall Street, has been battered financially as virtual care has become mainstream in a field flooded with competitors. Its stock, which peaked at \$294 a share in February 2021, was selling for under \$13 per share on May 1.

## 5 takeaways on the thinning herd of primary care disruptors

**1 | The need to disrupt primary care remains.** Whatever the shortcomings among the strategies of Walmart and others, they weren't wrong about the need to dramatically alter the primary care landscape.

The fact remains that nearly one-third of Americans — more than 100 million — lack access to primary care, notes a 2023 report from the National Association of Community Health Centers. Addressing the needs of these medically disenfranchised people can help hospitals and health systems prevent chronic illnesses and identify risk factors for serious conditions.

**2 | Primary care must be viewed as more than a profit center.** The truth is: Primary care is hard. The singular purpose of providing patients access to high-quality primary care leaves no room to squeeze profit out of a primary care practice. If the latter is your purpose, it will be difficult to sustain based on our current system, noted Andy Shin, senior vice president of strategy at Mass General Brigham, shortly after the Walmart news broke. Building a positive primary care relationship is key to higher-quality, personalized care; early identification of risk factors for disease; and coordination and continuity of care.

**3 | An opportunity exists for providers.** Walmart's exit from the market and other recent developments previously noted could create a temporary void that can be filled by providers who are community-focused and take innovative approaches to meet consumers' needs for quick turnaround, on-demand services that typically aren't supported by traditional primary care.

**4 | The law of the jungle still applies.** Retailers are learning painful lessons that traditional care providers have long known. Only the fittest and most committed to meeting patients' needs consistently excel in health care. Any emergency medicine physician in a hospital will tell you that health care is expensive and treating patients who haven't been seeing a doctor is not a simple transaction. In this regard, size may help but it can't guarantee success, as Walmart learned.

**5 | All eyes turn to Amazon and CVS Health.** Both companies continue to invest in their health care strategies and have cast a wider net than their peers in their health care aspirations that extends far beyond primary care. Amazon, for instance, has invested heavily in the health care supply chain, cloud services, pharmacy and artificial intelligence and will use its platform to connect consumers to other telehealth providers in the marketplace. CVS owns a major insurance plan in Aetna, has extensive health services, pharmacy and wellness divisions as well as other operations.

Yet, it remains to be seen how sustainable these companies' strategies will be as their earnings in health care fall under increased scrutiny from investors.



**CHIEF EXECUTIVE OFFICER REPORT**

**May -2024**

**Big Bear Urgent Care Inc.-**

Volumes at the UC totaled 600 in April compared to 629 in March. Previous year- April 2023-totaled 372. Expanded hours ended April 6<sup>th</sup>.

**RN and critical clinical staff shortage-**

BVCHD staffing and recruitment strategies have been slowly successful Nursing administration is reviewing establishing an “in -house registry” Shortages and reliance on contract labor and registries are minimizing. However a revised wage scale is being evaluated to reduce contract labor and increase organic hires ; The following is a summary of RN \LVN\CNA staffing updates:

**Emergency Department**

<b>RN Vacancies</b>	3 FT
<b>LVN Vacancies</b>	0 FT
<b>EMT Vacancies</b>	0
<b>Staff in hiring process</b>	1
<b>FMLA</b>	0
<b>Anticipated Resignations</b>	0 FT RN
<b>Travelers</b>	1 FT RN

**Acute Department**

<b>RN Vacancies</b>	3 FT
<b>LVN Vacancies</b>	2 FT
<b>Staff in hiring process</b>	2
<b>FMLA</b>	0
<b>Anticipated Resignations</b>	1 PD RN
<b>Travelers</b>	2 RN

**Skilled Nursing Facility**

<b>LVN Vacancies</b>	3 FT
<b>CNA Vacancies</b>	3 FT
<b>Staff in hiring process</b>	4
<b>FMLA</b>	0
<b>Anticipated Resignations</b>	0
<b>Travelers</b>	2 LVN 1 CNA

**Critical Clinical Staff Recruitment-**

To continue to eliminate\reduce contract\registry labor costs, various recruitment strategies through nursing\lab -leadership\human resources have had success. BVCHD will reengage regular advertising and direct mailers to RNs \LVN 4<sup>th</sup> Qtr -thus improving recruitment\staffing.

Registry increases in the next couple months will be seen due to a variety of reasons as follows-

- SNF\Acute\ED -Progress has been made in recruiting RNs to the Med Surg units LVN shortages are an issue and are being addressed. BVCHD nursing leadership is reviewing “In-house-registry\float pool” options. Registry usage will continue in the ED and acute unit, for LVNs and RNs. An RN direct mailer is being redeveloped for dispersion in the next 30 days BVCHD administration is reviewing wage strategies to minimize contract labor in critical clinical depts .
- A market adjustment in the Radiology Dept. which assisted in recruiting Ultrasound Techs, and Per-Diem coverage this will be used in new recruiting efforts in the multi -tiered recruiting approach is underway to minimize. Due to seasonal volumes contract labor is expected to reduce in Radiology.
- BVCHD’s benefits team is reviewing its Corbridge retirement program, including improving the investment portfolio , lowering fees, expanding eligibility.

**Facilities\Planning- Focus of the facilities and planning are (Handout):**

- Weekly Master Planning Mtgs-BVCHD, Ovation owners rep and Criteria Arch. continue--**Kick- off meetings occurred -Visioning\Programming\Site Planning\MEP( Mechanical-Electrical-Plumbing)were on site 4/22-4/24**

NEXT ON Site Mtgs with Lionakis scheduled for -5/21/24-5/23/24

- Lead DSA selected and negotiations continue – reviewing new proposal\scope for Pricing\costing of new facility.(programming light) Phase I and DSA for Lionakis approved by Board 2/6/24.
- City Planning -CEQA\NEPA -BVCHD will be lead agency vs City.
- RFP\RFQ for CEQA\NEPA consultant posted expected returns by 5/24/24
- Upcoming Meeting with City Regarding permitting, consultants, land use
- Discussions underway about prequalification criteria of General Contractors (Design assist)
- Discussions underway about Owners Representative expansion and Phase II
- USDA-Financing submittal on hold until CEQA\NEPA study is complete, this will be dependent on a preliminary architect’s report, expected Winter 2024 (with Mitigated Negative Declaration)
- Exploring FEMA funding-(BRICS- Building Resilient Infrastructure and Communities)
- Underwriters Services-executed -2/24
- Bond Council approval- pending

**New Services-**

The following is an update on services initiated, to be initiated or under investigation to be initiated:

- General Surgeon- William Cannata, MD and Paul Stemmer, MD began General Surgical call on 11/1/23.EGDs are planned to begin in 1<sup>st</sup> QTR 2024, A third on call surgeon is under review. New Wound Care program to go to 6/12/24 Board meeting
- Cardiology- In person cardiology began with John Zamarra, MD in Nov. (Development of noninvasive cardiac diagnostic program underway-Stress Echoes , etc)-BVCHD will be upgrading it Echo machine on a rental basis to accommodate the start up of stress treadmills.
- Radiology Group Sol Radiology Phase 2 planning includes -On site services (IR and women’s health) in spring
- Dialysis –Machines arrived in January- BVCHD teams are working with St. Mary’s Medical Center-Apple Valley re: clinical operations, nursing training, policies and procedures. Internal technical water testing is still pending 2 machines passing.
- Orthopedic on site and standby call will continue through March, surgery is reviewing the purchase of a fracture table (Hana) and additional power equipment.
- MRI services- BVCHD is in further review of power and data specifications are underway. Site specific has narrowed to two locations specifications are under review now that weather is cooperative.
- 340B-Continued review of monthly contract retail pharmacy programs,– BVCHD is moving forward



with the application for a retail pharmacy starting initially for SNF , revieing a new proposal from Cardinal

- Pulmonology and Rheumatology –Discussions with Pulmonology in the areas of; (Sleep studies, Pulmonary function testing-) BVCHD will be exploring a new Pulmonology Dir with Pacific Pulmonary Group in July 2024 due to current Director retiring in June 2024. Rheumatology(Tele Rheumatology) services are planned for 2024. Also under review are Tele Rheumatology and related infusion therapy referrals under the 340B umbrella.
- BVCHD Admin., Hospitalists and ED Dir. continue discussions with Pacific Pulmonology Medical Group re: Remote critical care and Tel- intensivist coverage- BVCHD has gotten the go ahead to utilize the RCH Teledoc remote presence robot for Tele intensivist coverage at a minimal price. Credentialling is underway.
- Optometry\Ophthalmology-BVCHD continues development with local Optometry\Ophthalmology services ( purchase of a replacement “Eye Lane” is under review), ARGOS machine planned for Board approval 5/15/24 . Surgical cases are pending.
- Podiatry- Podiatry – new contract with IEHP complete, cases pending-services saw 17 pts in April New IEHP\Heritage contract signed, and cases are pending.
- RPM (Remote Patient Monitoring-on hold.)
- 2 Bed ICU (light)- CDPH and BVCHD. Mtg held on 4/18/24 and presentation provided at CDPH District Office in San Bernardino. CDPH leadership shared more of a comfort level with the program and will escalate it to next level at CDPH. Follow up in 30 days
- Primary care -clinics – Reviewing Tele rheumatology -New UCSD IM graduate accepted BVCHD offer for .5 FTE ( Ariana Feuvrier, MD), expected start 11/24
- Mobile Rural Dental\Health Clinic – Expected delivery- late April
- OB \Gyn- new female candidate visited April 2024, credentialing underway , 2-3 days\month
- **Public Relations-(R.Orr)**
- Strategic Planning Meetings planned for 5/1/24-5/2/24
- Community Health Fair Meeting – 4/3/24
- Community Provider/Office manager meeting – 4/4/24
- Meeting with Helen Walsh – 4/5/24
- Big Bear Chamber Mixer – 4/9/24
- Chamber of Commerce RTAC meeting – 4/11/24
- Kala Dharma, MD, meet and greet – 4/11/24
- KVVB live radio interview (Evan) – 4/17/24
- BVES Earth Day Event – 4/26/24
- Beta Heart, communications and transparency symposium – 4/26 – 4/27/24
- Lucerne Valley Economic Development Agency – 4/29/24
- Big Bear Chamber Moonridge Coffee Mixer – 4/30/24
- Several community and leadership strategic plan meetings – 5/1/24
- Health Fair scheduled for 5/19/24- 38 participants

### **Affiliations\Partnership-**

BVCHD\RCH Rural Residency Track – (HOLD)

Developments continue with BVCHD ,UCR Medical School and St Bernadine’s . Mtgs held with UCR ,BVCHD, St.

Bernadine's Hospital leadership- Ken Ballou, MD has been appointed as the new programs director, and since the family medicine residents will be rotating at Bear Valley Hospital, a master affiliation agreement (MAA) and program letter of agreement (PLA) are being developed

Discussions with Riverside Community Hospital continue in strategic partnering, new area including; Teleintensivist coverage, Peer Review ( Stroke),General Surgeon coverage, ICU coverage, ED transfers, cardiology on-call coverage, trauma coverage, telemedicine, stroke center support, interventional neurosciences transfers, staff education (OR simulator lab)

LLUH-(Loma Linda University Health)Discussions around possible partnership in areas of but not limited to: Pediatrics, Women's Health Services, Telemedicine, Transfers and FP Residency-Follow up expected in May

Strategic Planning Sessions – BVCHD Leadership and Ovation meeting to occur 5/1/24-5/2/24, meeting also set with Board, Medical Staff, Sr. Management, Middle management, Foundation\Auxillary, Civic leaders\Legislators, General public

BVCHD leadership visited with a new medical group in March – Alliance Desert Physicians(Victorville, Ca), discussion included a local Primary , and cardiology presence with offerings of alternative MA and insurance plan.

BVCHD Admin. discussions continue with Mountains Community Hospital's CEO in re: Rate range and AB 1423 , Joint Philanthropy, CAH quality measures and P4P \$, MD recruitment, JPA (Joint Powers Authority) opportunities, Microbiology\CLS shared services.

Parcel Tax Renewal- BVCHD's is in planning with Clifford\Moss 5/1/24 sample polling results expected end of May..

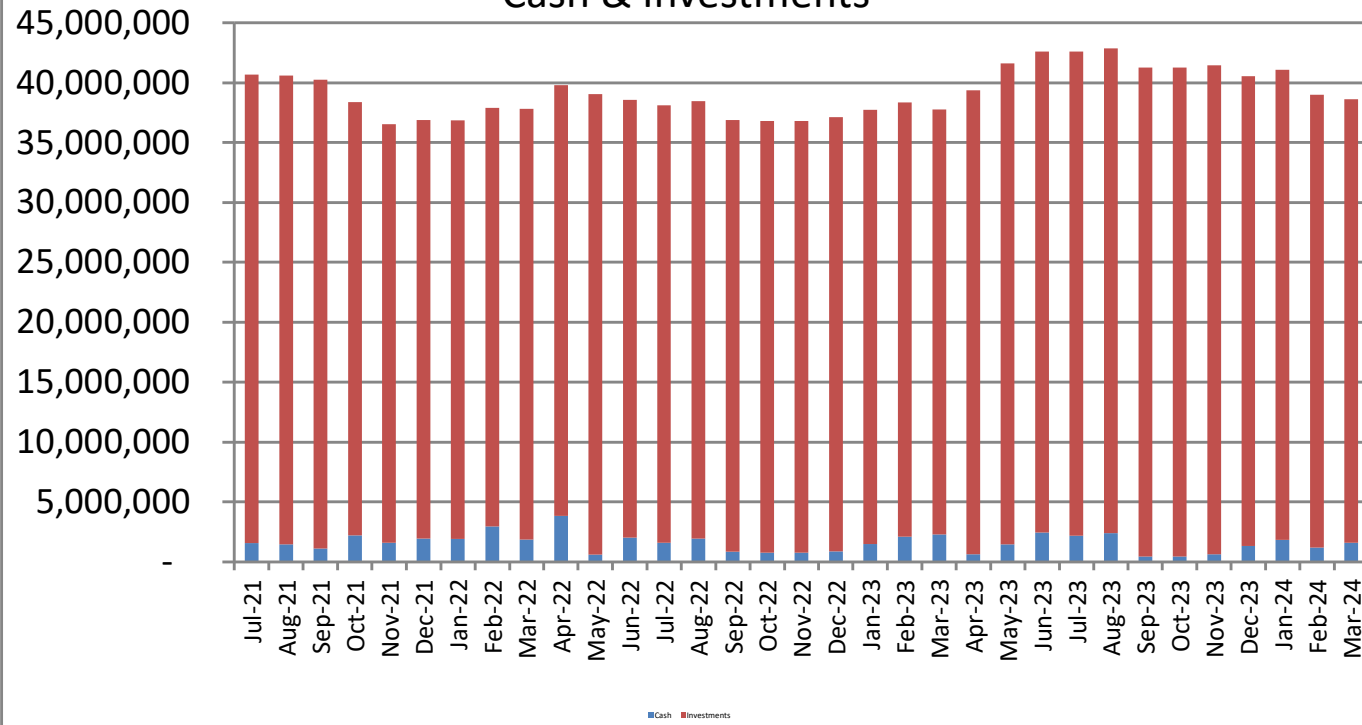


Finance Report  
March 2024 Results

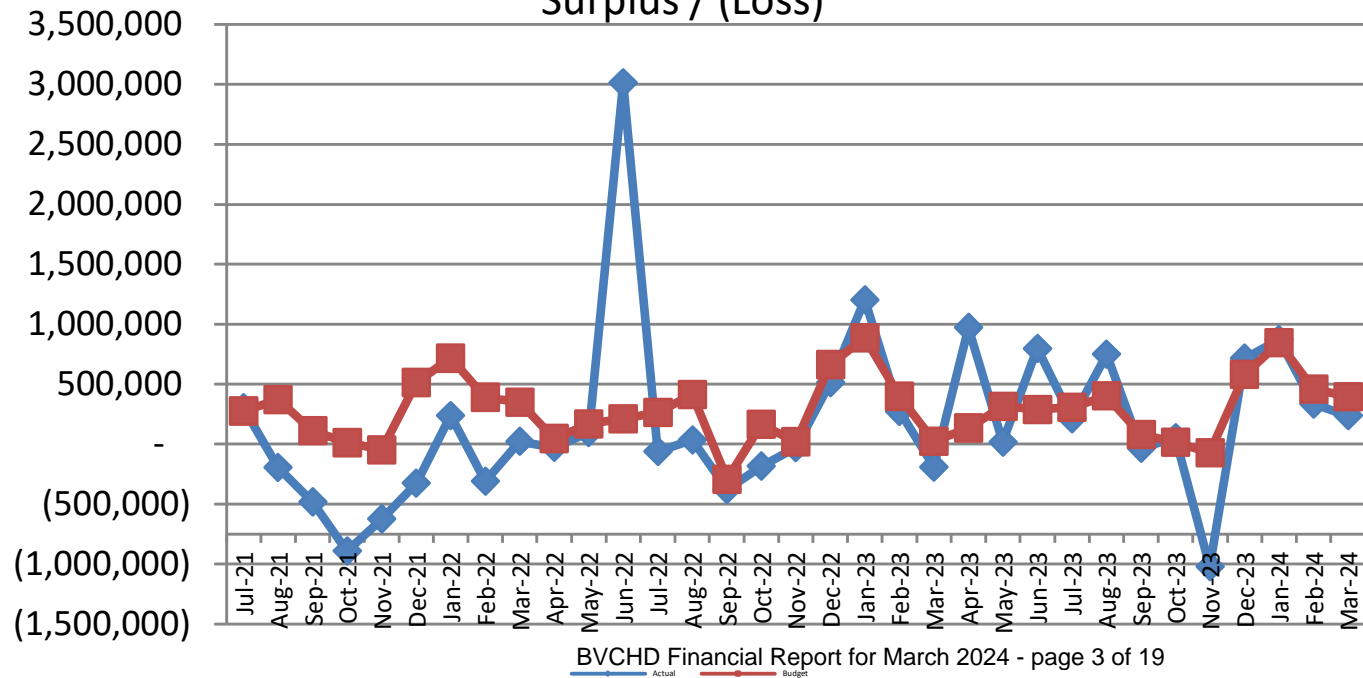
## Summary for March 2024

- Cash on hand \$ 1,618,162
- Investments \$ 37,008,154
- Days Cash on hand, including investments with LAIF – 358
- Surplus for the month was lower than Budget
- Total Patient Revenue was 15.1% higher than Budget for the month
- Net Patient Revenue was 31.9% more than budget
- Total Expenses were 37.3% more than budget

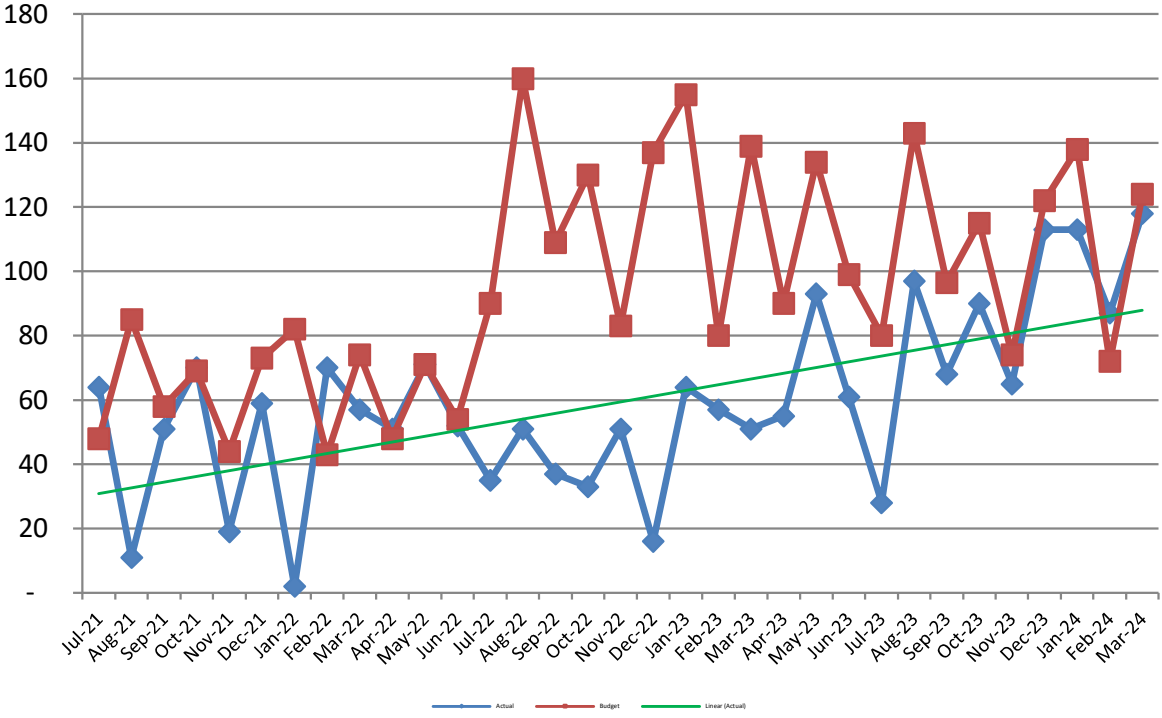
## Cash & Investments



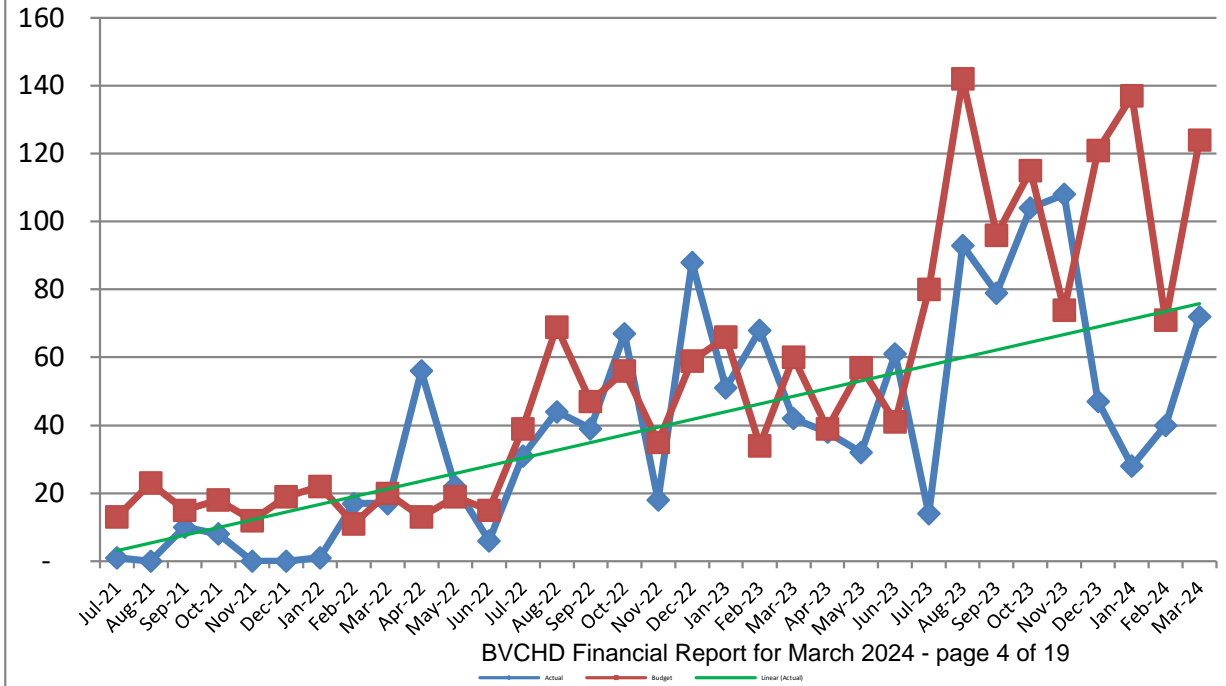
## Surplus / (Loss)



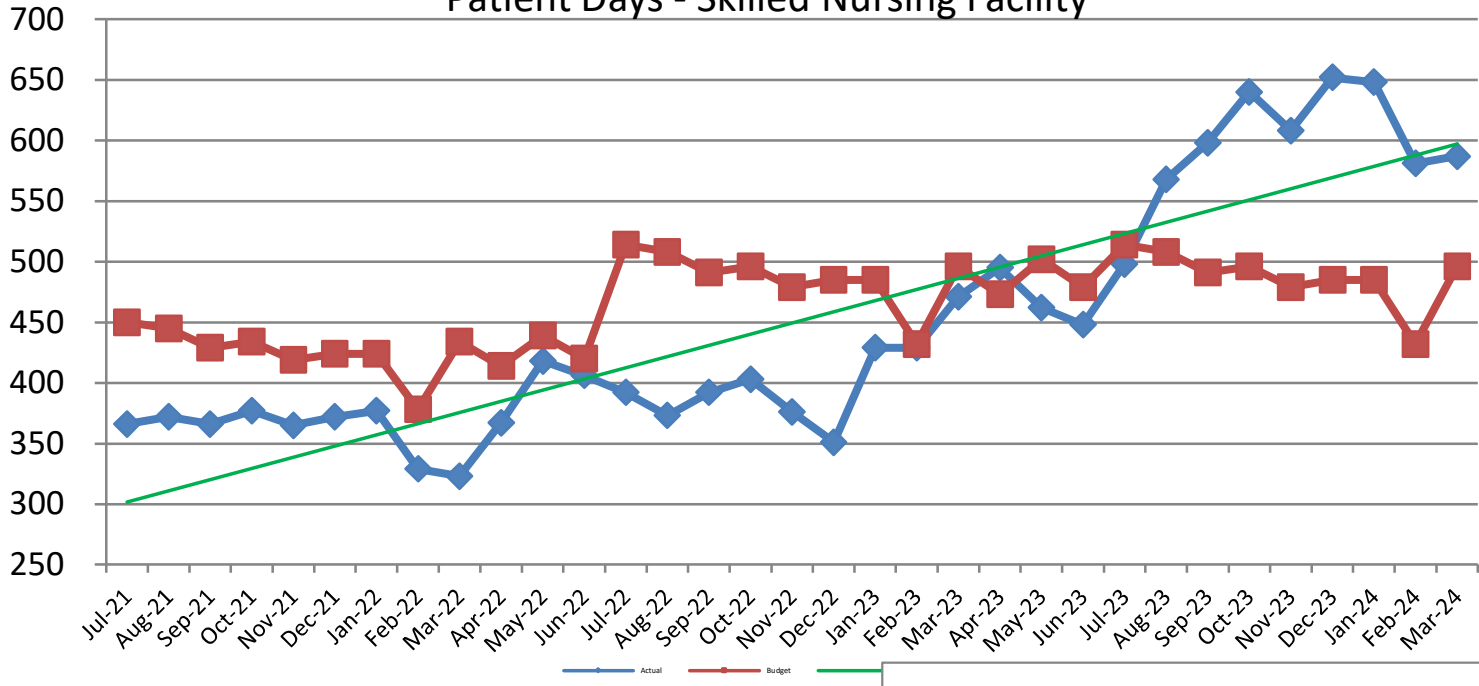
Patient Days - Acute



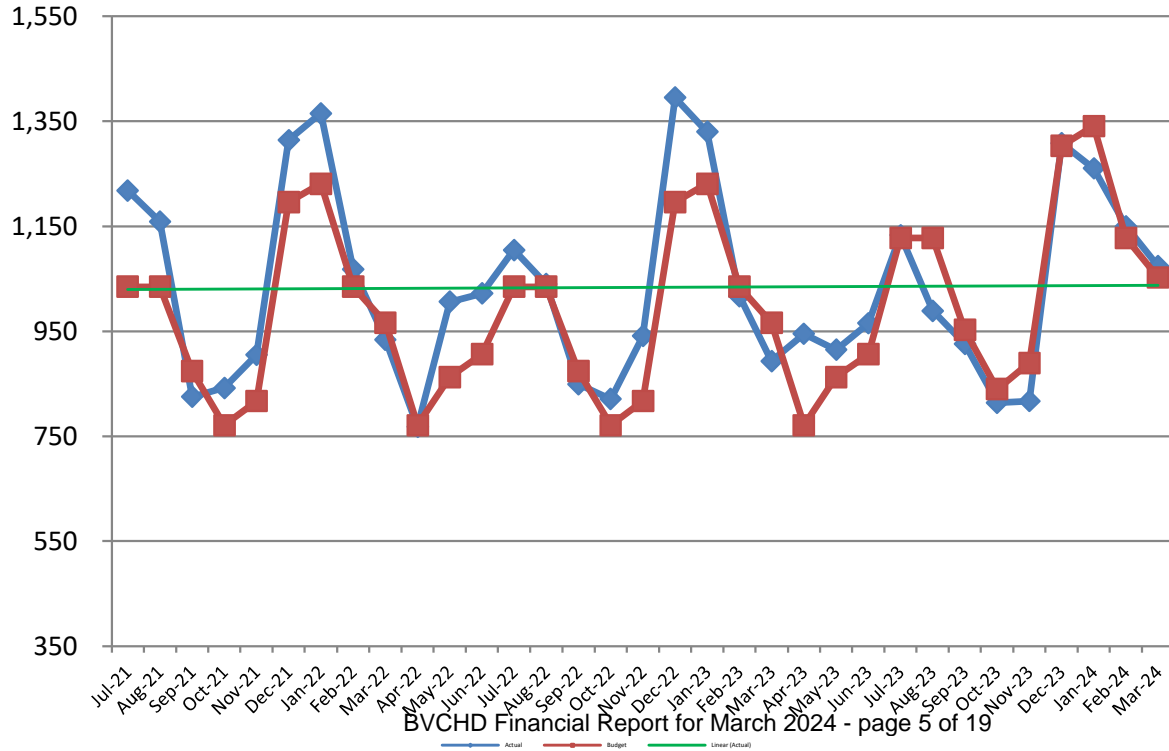
Patient Days - Swing



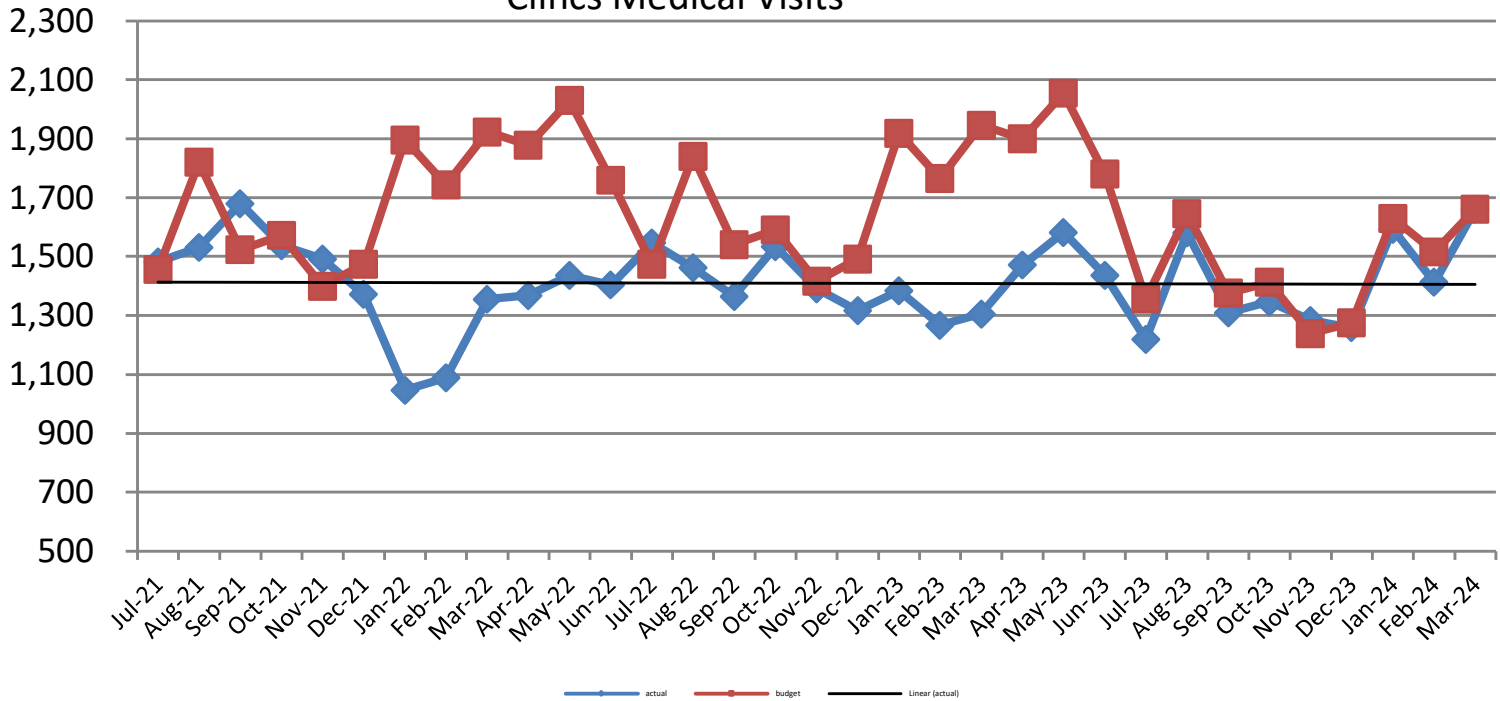
### Patient Days - Skilled Nursing Facility



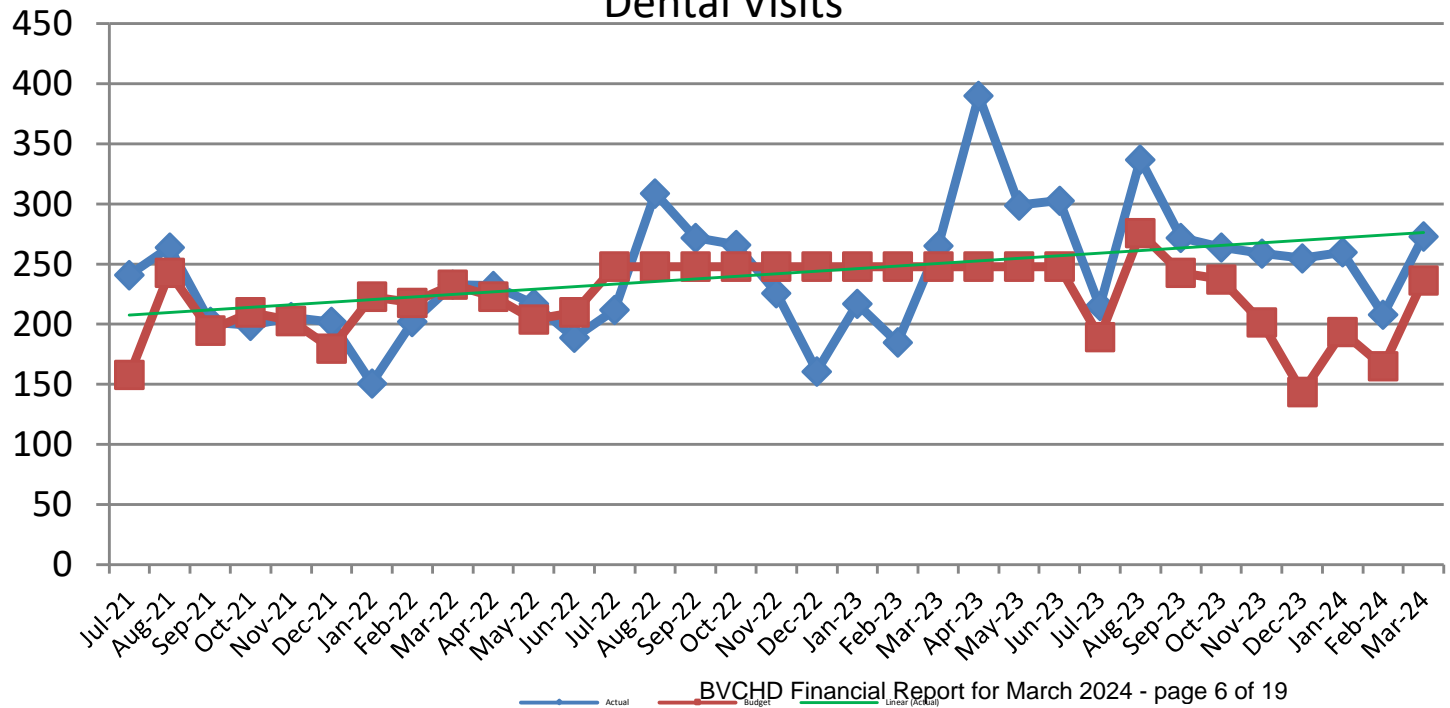
### Emergency Room Visits



### Clincs Medical Visits

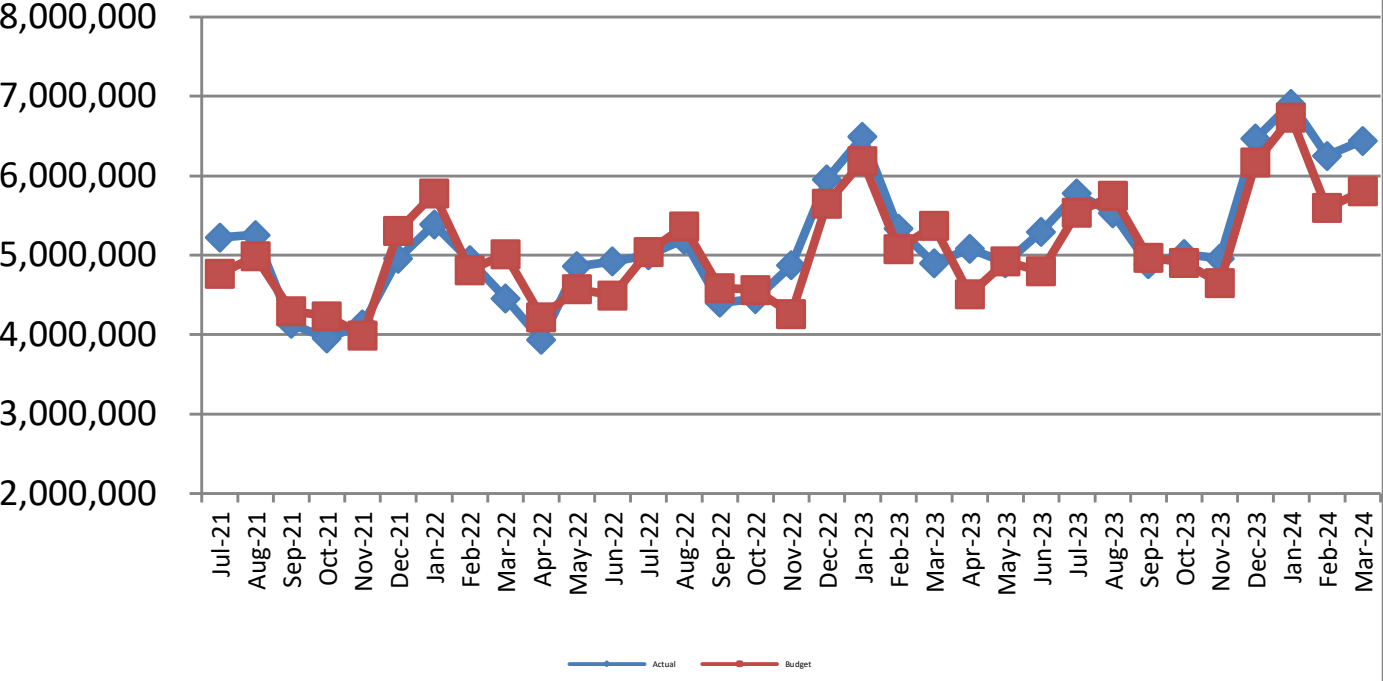


### Dental Visits

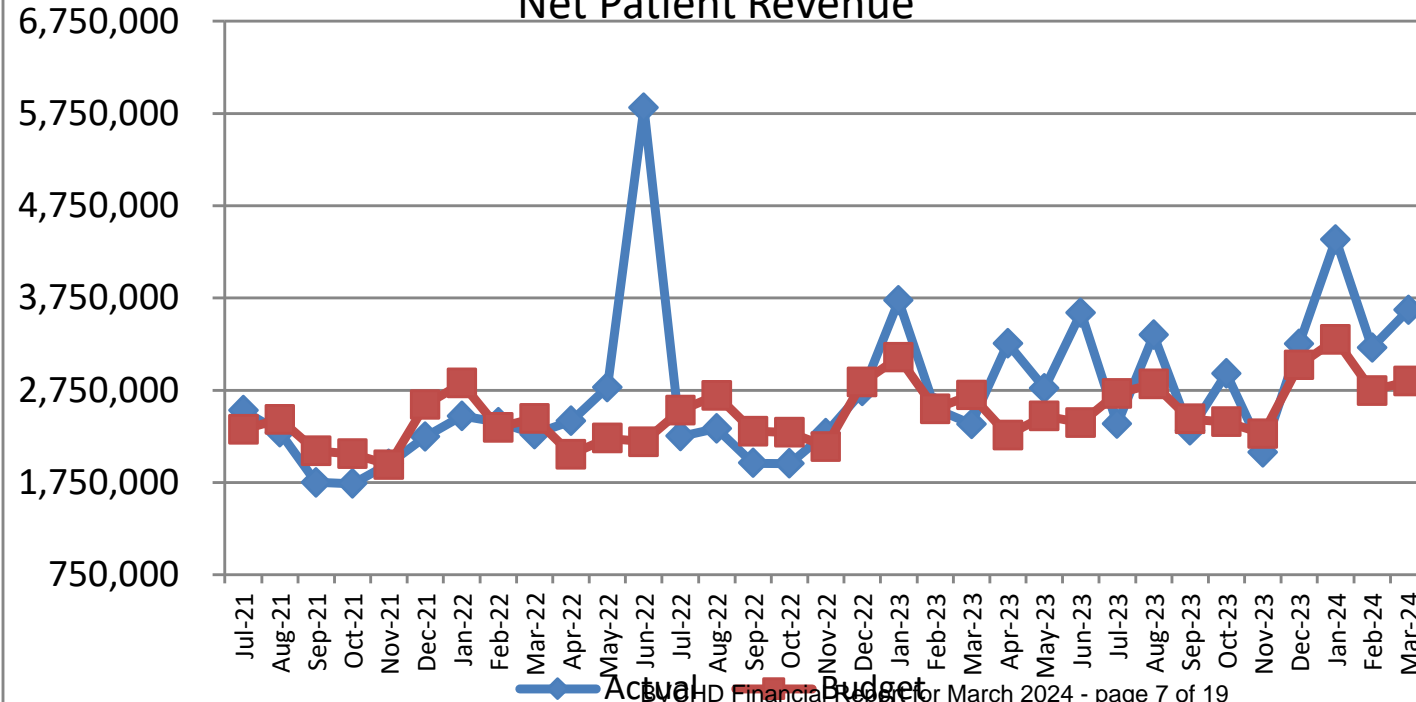




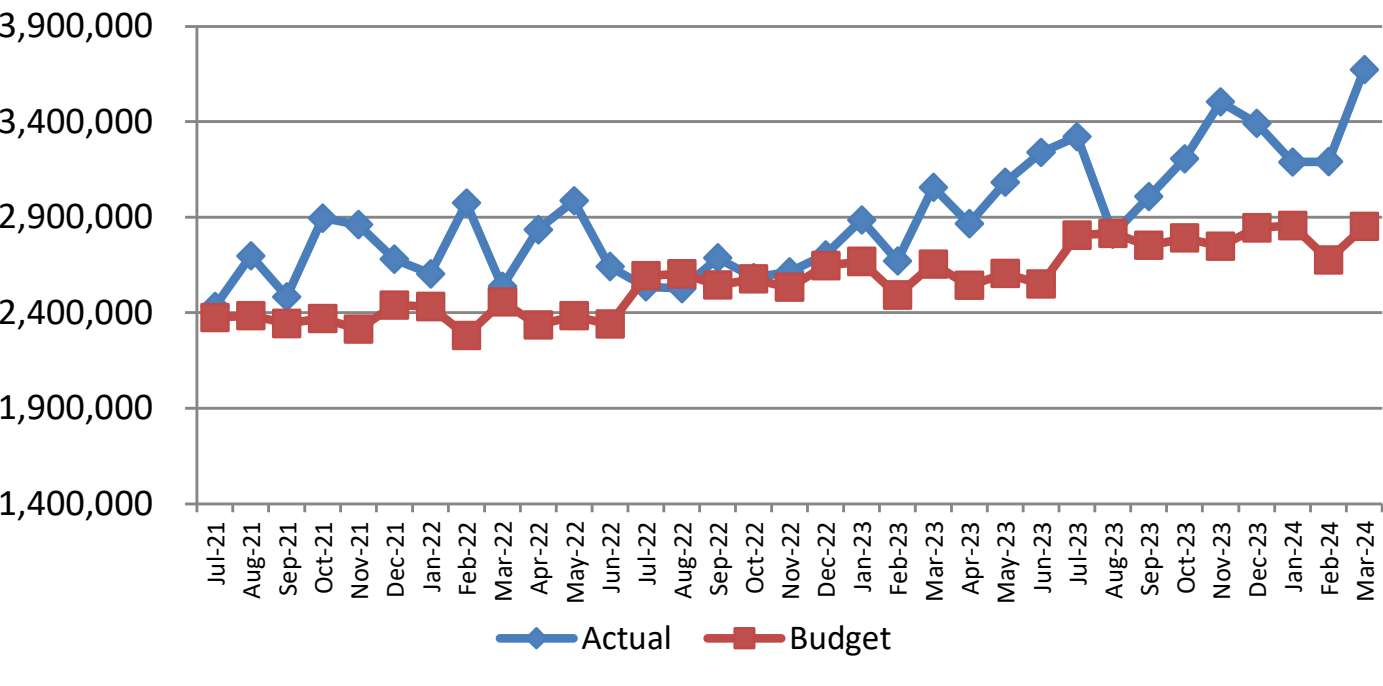
### Gross Patient Revenue



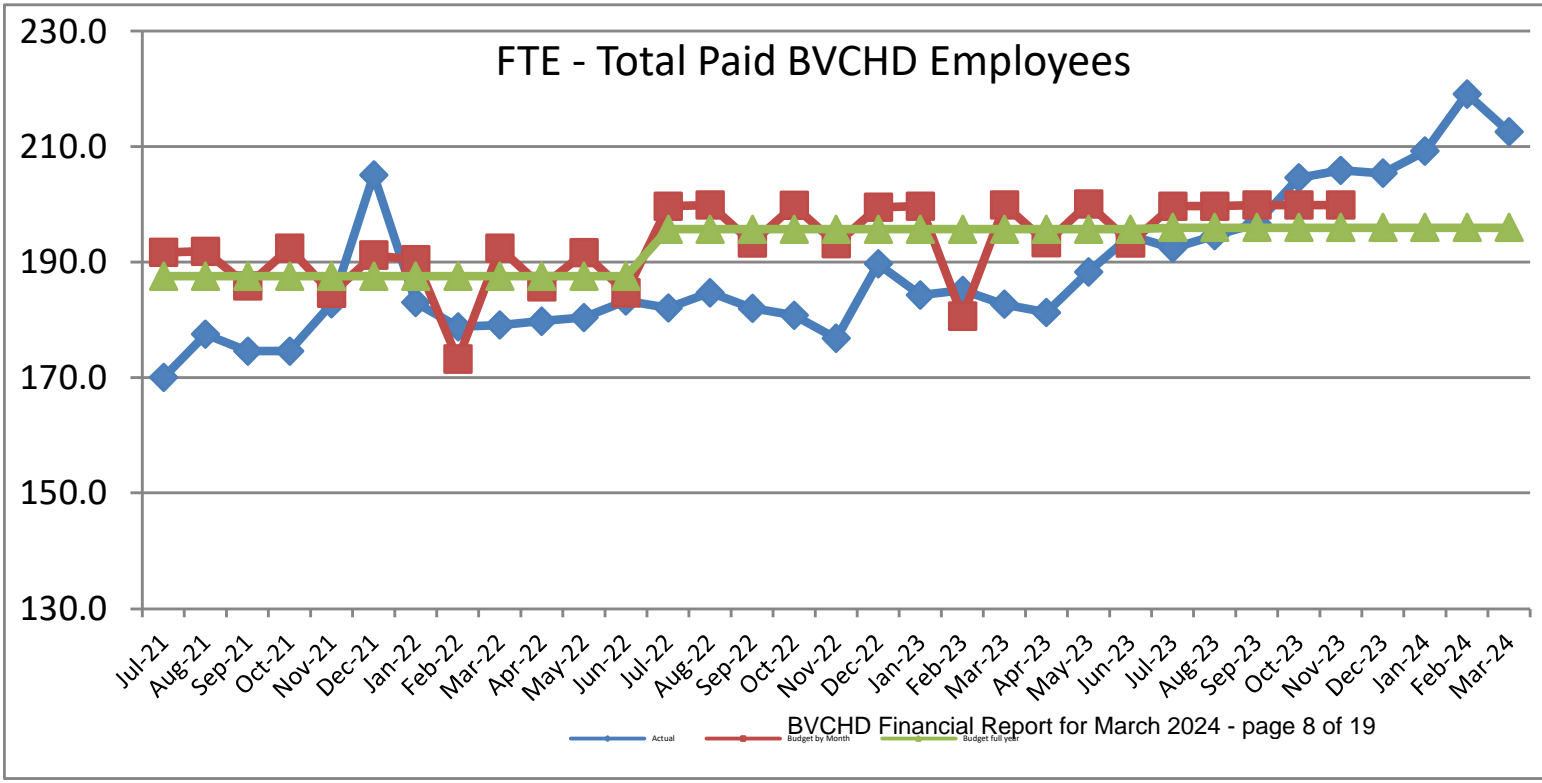
### Net Patient Revenue



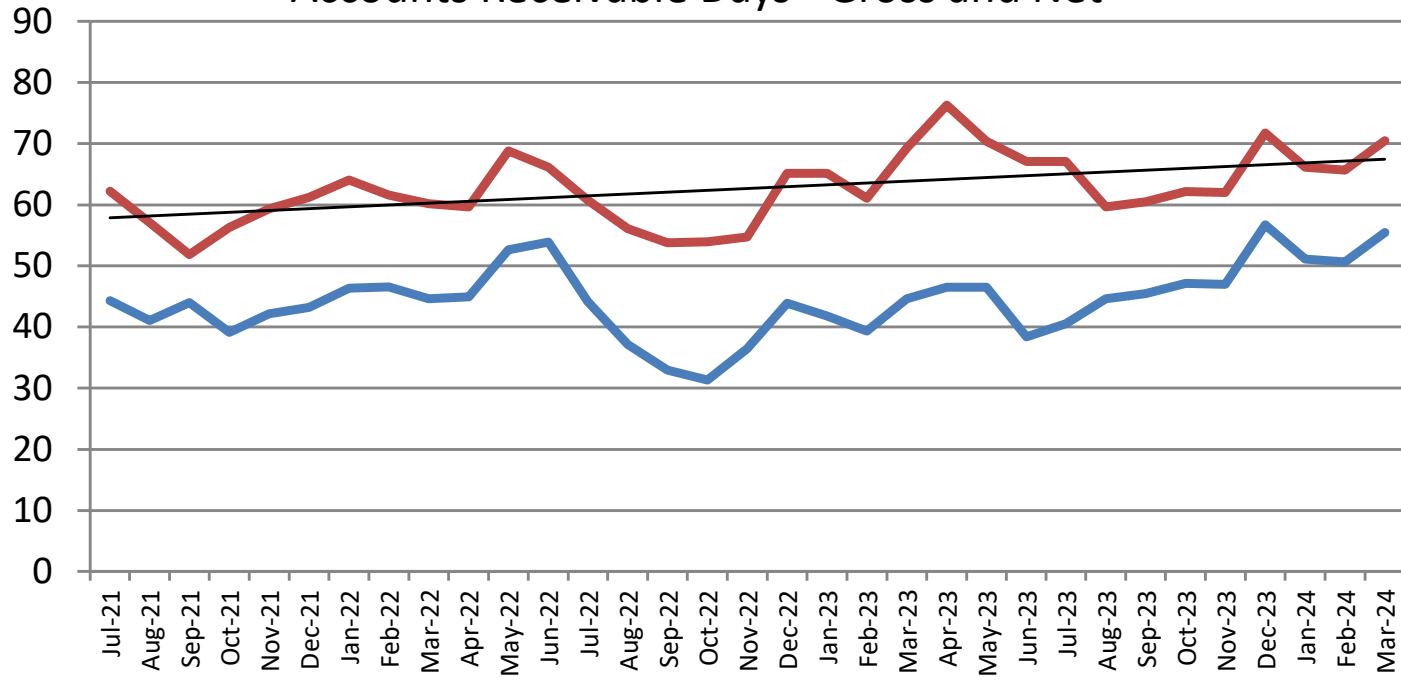
### Total Expenses



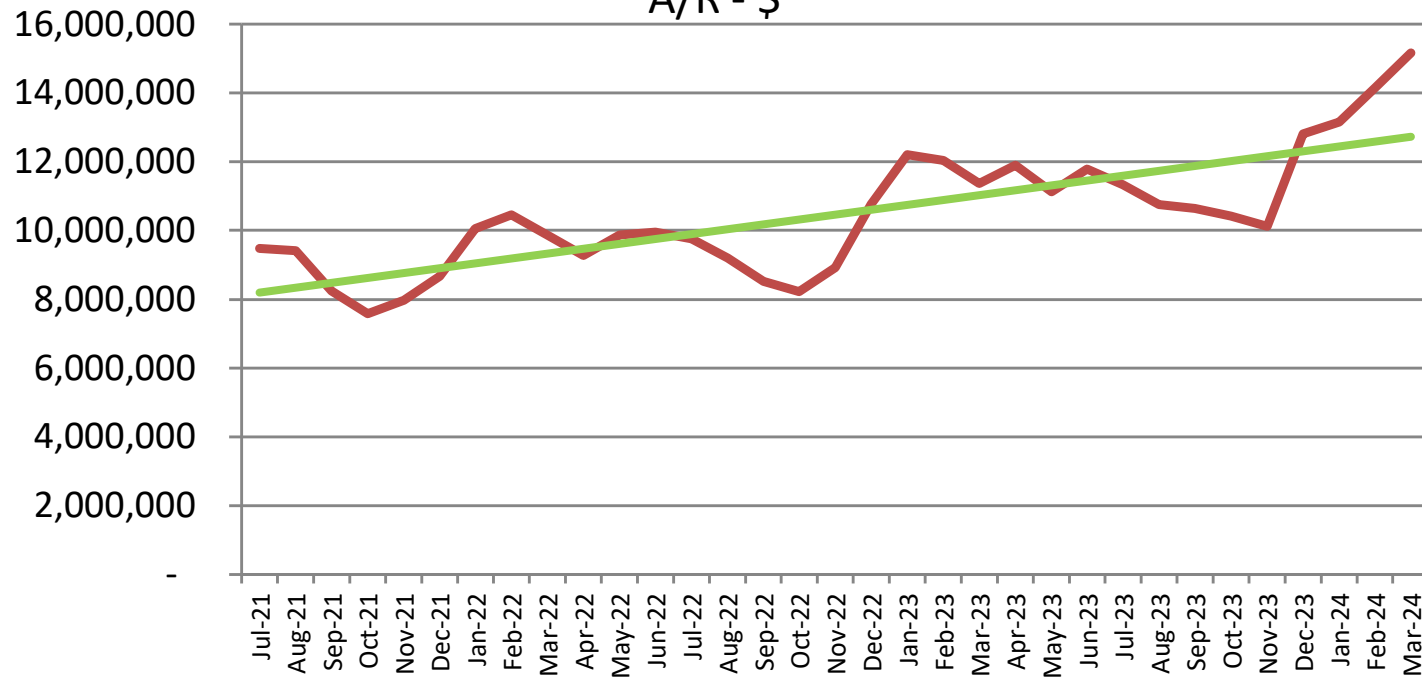
### FTE - Total Paid BVCHD Employees



### Accounts Receivable Days - Gross and Net



### A/R - \$





## March 2024 Financial Results

### For the month . . .

Total Patient Revenue for March 2024 was \$6,441,721. This was 15.1% higher than budget. Inpatient revenue was significantly more than budget. Outpatient revenue was 38.9% more than budget. Clinic revenue was 13.5% higher than budget. Emergency Room revenue was 2.9% higher than budget. Skilled Nursing Facility revenue was 33.6% higher than budget.

Total Revenue deductions were 1.0% lower than budget.

Total Operating Revenue of \$3,687,965 was 29.9% more than budget.

Total Expenses of \$3,674,016 were 37.3% more than budget. Salaries and Benefits continue to run higher than budget with higher FTE. Also, we paid 3 payrolls during the month. We continue to see expenses for registry and contract staff. Professional fees continue over budget with increased general surgeon and anesthesia coverage.

Our Operating Cash and Investments totaled \$38,626,316. Days Cash on hand as of the end of March 2024 were 358. As we do each year at this time and we have seen in April cash come in for Rate Range and are making IGT (Intergovernmental Transfers) which will net to additional cash.

### Key Statistics

Acute patient days were 118 for the month, 5% lower than budget. We had 72 Swing Patient days for the month, 42% lower than the budgeted number. Skilled Nursing Facility days of 587 were 18% higher than budget. ER Visits of 1,074 were 2.0% higher than budget. Clinics Medical visits were right at budget. Dental visits were 273 for month.

FTE (Full Time Equivalent, BVCHD employed) for the month were 212.6.

### Year to date, the first nine months of our fiscal year

Total Patient Revenue is 17.9% higher than budget

Total Operating Revenue is 11.9% more than budget

Total Expenses are 31.4% more than budget

Our surplus is lower than budget, higher than this time last year.



**Bear Valley Community Healthcare District**  
**Financial Statements March 2024**

**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	5,307,138	6,441,721	5,595,824	845,897	15.1%	36,310,598	52,239,992	44,310,125	7,929,867	17.9%
2 Total revenue deductions	2,784,373	2,823,207	2,852,339	(29,132)	-1.0%	19,128,280	25,288,133	22,593,943	2,694,190	11.9%
3 % Deductions	52%	44%	51%			53%	48%	51%		
4 Net Patient Revenue	2,522,765	3,618,514	2,743,485	875,029	31.9%	17,182,318	26,951,859	21,716,182	5,235,678	24.1%
5 % Net to Gross	48%	56%	49%			47%	52%	49%		
6 Other Revenue	174,410	69,451	95,859	(26,408)	-27.5%	343,686	598,841	816,583	(217,742)	-26.7%
<b>7 Total Operating Revenue</b>	<b>2,697,175</b>	<b>3,687,965</b>	<b>2,839,344</b>	<b>848,621</b>	<b>29.9%</b>	<b>17,526,005</b>	<b>27,550,700</b>	<b>22,532,765</b>	<b>5,017,935</b>	<b>22.3%</b>
8 Total Expenses	2,671,034	3,674,016	2,676,392	997,624	37.3%	18,536,284	29,298,004	22,291,032	7,006,972	31.4%
9 % Expenses	50%	57%	48%			51%	56%	50%		
<b>10 Surplus (Loss) from Operations</b>	<b>26,141</b>	<b>13,949</b>	<b>162,952</b>	<b>(149,003)</b>	<b>91.4%</b>	<b>(1,010,279)</b>	<b>(1,747,305)</b>	<b>241,733</b>	<b>(1,989,037)</b>	<b>822.8%</b>
11 % Operating margin	0%	0%	3%			-3%	-3%	1%		
12 Total Non-operating	218,238	222,536	297,200	(74,664)	-25.1%	2,049,158	3,195,939	2,377,600	818,339	34.4%
<b>13 Surplus/(Loss)</b>	<b>244,379</b>	<b>236,484</b>	<b>460,152</b>	<b>(223,668)</b>	<b>48.6%</b>	<b>1,038,880</b>	<b>1,448,634</b>	<b>2,619,333</b>	<b>(1,170,698)</b>	<b>44.7%</b>
14 % Total margin	5%	4%	8%			3%	3%	6%		

**BALANCE SHEET**

	A	B	C	D	E
	March	March	February	VARIANCE	
	FY 22/23	FY 23/24	FY 23/24	Amount	%
15 Gross Accounts Receivables	11,371,488	15,171,620	14,162,581	1,009,039	7.1%
16 Net Accounts Receivables	3,565,623	5,641,315	4,788,968	852,347	17.8%
17 % Net AR to Gross AR	31%	37%	34%		
18 Days Gross AR	92.1	70.4	65.7	4.7	7.2%
19 Cash Collections	3,297,721	2,912,123	2,833,454	78,669	2.8%
21 Investments	36,477,436	37,008,154	37,808,154	(800,000)	-2.1%
22 Cash on hand	2,294,868	1,618,162	1,187,783	430,379	36.2%
23 Total Cash & Invest	38,772,304	38,626,316	38,995,937	(369,621)	-0.9%
24 Days Cash & Invest	444	358	372	(14)	-3.8%
Total Cash and Investments	38,772,304	38,626,316	38,995,937		
Increase Current Year vs. Prior Year			(145,988)		

**Bear Valley Community Healthcare District**  
**Financial Statements March 2024**

**Statement of Operations**

	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	%
<b>Gross Patient Revenue</b>										
1 Inpatient	347,062	555,998	288,496	267,502	92.7%	2,058,394	4,083,025	3,045,263	1,037,762	34.1%
2 Outpatient	740,747	1,149,006	827,250	321,756	38.9%	4,951,475	8,612,245	6,588,270	2,023,974	30.7%
3 Clinic Revenue	249,139	345,054	304,059	40,995	13.5%	2,033,914	2,638,460	2,363,837	274,623	11.6%
4 Emergency Room	3,669,587	3,980,571	3,868,374	112,196	2.9%	25,741,274	33,167,640	29,642,837	3,524,803	11.9%
5 Skilled Nursing Facility	300,602	411,093	307,645	103,448	33.6%	1,872,604	3,738,622	2,669,918	1,068,704	40.0%
6 <b>Total patient revenue</b>	<b>5,307,138</b>	<b>6,441,721</b>	<b>5,595,824</b>	<b>845,897</b>	<b>15.1%</b>	<b>36,310,598</b>	<b>52,239,992</b>	<b>44,310,125</b>	<b>7,929,867</b>	<b>17.9%</b>
<b>Revenue Deductions</b>										
7 Contractual Allow	2,609,719	2,557,844	2,546,925	10,919	0.4%	17,743,723	22,509,160	20,167,628	2,341,532	11.6%
8 Contractual Allow PY	(149,975)	-	-	-	#DIV/0!	(1,047,777)	-	-	-	#DIV/0!
9 Charity Care	27	21,035	16,726	4,309	25.8%	109,788	181,735	134,216	47,519	35.4%
10 Administrative	4,471	24,168	16,562	7,606	45.9%	71,376	39,190	132,897	(93,707)	-70.5%
11 Policy Discount	15,803	11,827	24,617	(12,790)	-52.0%	131,766	117,783	197,535	(79,752)	-40.4%
12 Employee Discount	6,802	2,485	16,795	(14,310)	-85.2%	89,316	49,958	134,771	(84,813)	-62.9%
13 Bad Debts	231,253	152,738	230,714	(77,977)	-33.8%	1,590,826	1,629,734	1,826,896	(197,162)	-10.8%
14 Denials	34,777	53,112	-	53,112	#DIV/0!	439,262	760,573	-	760,573	#DIV/0!
15 <b>Total revenue deductions</b>	<b>2,784,373</b>	<b>2,823,207</b>	<b>2,852,339</b>	<b>(29,132)</b>	<b>-1.0%</b>	<b>19,128,280</b>	<b>25,288,133</b>	<b>22,593,943</b>	<b>2,694,190</b>	<b>11.9%</b>
16 <b>Net Patient Revenue</b>	<b>2,522,765</b>	<b>3,618,514</b>	<b>2,743,485</b>	<b>875,029</b>	<b>31.9%</b>	<b>17,182,318</b>	<b>26,951,859</b>	<b>21,716,182</b>	<b>5,235,678</b>	<b>24.1%</b>
revenue including Prior Year adjustment	52.5%	43.8%	51.0%	-7.1%		52.7%	48.4%	51.0%	-2.6%	
									0.0%	
17 <b>Other Revenue</b>	<b>174,410</b>	<b>69,451</b>	<b>95,859</b>	<b>(26,408)</b>	<b>-27.5%</b>	<b>343,686</b>	<b>598,841</b>	<b>816,583</b>	<b>(217,742)</b>	<b>-26.7%</b>
18 <b>Total Operating Revenue</b>	<b>2,697,175</b>	<b>3,687,965</b>	<b>2,839,344</b>	<b>848,621</b>	<b>29.9%</b>	<b>17,526,005</b>	<b>27,550,700</b>	<b>22,532,765</b>	<b>5,017,935</b>	<b>22.3%</b>
<b>Expenses</b>										
19 Salaries	1,090,355	1,622,665	1,035,748	586,917	56.7%	7,841,140	11,809,486	8,979,525	2,829,961	31.5%
20 Employee Benefits	347,208	406,250	428,734	(22,484)	-5.2%	2,670,721	3,987,050	3,616,740	370,310	10.2%
21 Registry	142,413	171,861	-	171,861	#DIV/0!	495,710	1,233,171	-	1,233,171	#DIV/0!
22 Salaries and Benefits	<b>1,579,976</b>	<b>2,200,776</b>	<b>1,464,482</b>	<b>736,294</b>	<b>50.3%</b>	<b>11,007,571</b>	<b>17,029,708</b>	<b>12,596,265</b>	<b>4,433,443</b>	<b>35.2%</b>
23 Professional fees	161,011	258,448	173,936	84,512	48.6%	1,086,682	2,075,032	1,431,521	643,511	45.0%
24 Supplies	187,676	197,454	189,937	7,517	4.0%	1,262,280	1,802,089	1,565,744	236,345	15.1%
25 Utilities	49,507	48,916	43,946	4,970	11.3%	305,514	481,843	359,993	121,850	33.8%
26 Repairs and Maintenance	37,504	78,192	47,337	30,855	65.2%	323,318	559,863	382,522	177,341	46.4%
27 Purchased Services	416,682	564,161	463,501	100,660	21.7%	2,827,826	4,354,712	3,607,054	747,658	20.7%
28 Insurance	71,183	89,104	82,814	6,290	7.6%	499,476	866,859	662,512	204,347	30.8%
29 Depreciation	92,066	78,149	82,903	(4,754)	-5.7%	586,000	769,694	663,224	106,470	16.1%
30 Rental and Leases	28,028	30,839	32,847	(2,008)	-6.1%	213,407	193,133	262,776	(69,643)	-26.5%
32 Dues and Subscriptions	8,460	25,579	9,159	16,420	179.3%	56,882	162,349	73,272	89,077	121.6%
33 Other Expense	38,940	102,397	85,530	16,867	19.7%	367,328	1,002,723	686,149	316,574	46.1%
34 <b>Total Expenses</b>	<b>2,671,034</b>	<b>3,674,016</b>	<b>2,676,392</b>	<b>997,624</b>	<b>37.3%</b>	<b>18,536,284</b>	<b>29,298,004</b>	<b>22,291,032</b>	<b>7,006,972</b>	<b>31.4%</b>
35 <b>Surplus (Loss) from Operations</b>	<b>26,141</b>	<b>13,949</b>	<b>162,952</b>	<b>(149,003)</b>	<b>91.4%</b>	<b>(1,010,279)</b>	<b>(1,747,305)</b>	<b>241,733</b>	<b>(1,989,037)</b>	<b>822.8%</b>
<b>Non-Operating Income</b>										
37 Tax Revenue	215,833	215,833	213,742	2,091	1.0%	1,510,831	1,942,497	1,709,936	232,561	13.6%
38 Other non-operating	9,220	13,800	83,458	(69,658)	-83.5%	276,270	226,939	667,664	(440,725)	-66.0%
Interest Income	379	213	-	213	#DIV/0!	313,653	1,084,316	-	1,084,316	#DIV/0!
Interest Expense	(7,193)	(7,310)	-	(7,310)	#DIV/0!	(51,596)	(57,813)	-	(57,813)	#DIV/0!
IGT Expense	-	-	-	-	#DIV/0!	-	-	-	-	#DIV/0!
39 <b>Total Non-operating</b>	<b>218,238</b>	<b>222,536</b>	<b>297,200</b>	<b>(74,664)</b>	<b>-25.1%</b>	<b>2,049,158</b>	<b>3,195,939</b>	<b>2,377,600</b>	<b>818,339</b>	<b>34.4%</b>
40 <b>Surplus/(Loss)</b>	<b>244,379</b>	<b>236,484</b>	<b>460,152</b>	<b>(223,668)</b>	<b>48.6%</b>	<b>1,038,880</b>	<b>1,448,634</b>	<b>2,619,333</b>	<b>(1,170,698)</b>	<b>44.7%</b>

**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
<b>Gross Patient Revenue</b>													
1 Inpatient	340,168	462,604	350,063	457,697	428,931	555,634	524,038	407,892	555,998	-	-	-	4,083,025
2 Outpatient	913,543	1,030,938	819,702	948,398	867,397	925,062	993,414	964,786	1,149,006	-	-	-	8,612,245
3 Clinic	257,886	317,748	276,266	278,391	280,235	255,716	326,606	300,559	345,054	-	-	-	2,638,460
4 Emergency Room	3,920,840	3,322,631	3,026,657	2,886,971	2,973,534	4,276,677	4,606,311	4,173,448	3,980,571	-	-	-	33,167,640
5 Skilled Nursing Facility	345,594	395,272	415,260	443,466	410,377	453,487	458,314	405,761	411,093	-	-	-	3,738,622
6 <b>Total patient revenue</b>	<b>5,778,031</b>	<b>5,529,193</b>	<b>4,887,947</b>	<b>5,014,923</b>	<b>4,960,473</b>	<b>6,466,575</b>	<b>6,908,682</b>	<b>6,252,447</b>	<b>6,441,721</b>	-	-	-	<b>52,239,992</b>
<b>Revenue Deductions</b>	C/A 0.58	0.32	0.49	0.38	0.51	0.44	0.36	0.43	0.40	#DIV/0!	#DIV/0!	#DIV/0!	0.43
7 Contractual Allow	3,331,916	1,794,836	2,409,446	1,898,456	2,526,641	2,853,188	2,472,129	2,664,706	2,557,844	-	-	-	22,509,160
8 Contractual Allow PY													
9 Charity Care	26,144	6,584	63,545	69	22,281	8,068	19,114	14,896	21,035	-	-	-	181,735
10 Administrative	1,247	1,779	3,502	(1,399)	1,734	1,767	3,612	2,780	24,168	-	-	-	39,190
11 Policy Discount	11,493	12,173	8,792	9,366	9,622	16,420	22,131	15,959	11,827	-	-	-	117,783
12 Employee Discount	8,349	5,839	7,292	4,737	9,243	2,719	5,543	3,752	2,485	-	-	-	49,958
13 Bad Debts	(71,983)	255,782	10,007	23,350	229,416	259,611	527,670	243,143	152,738	-	-	-	1,629,734
14 Denials	75,175	104,327	72,599	149,807	85,623	71,099	52,913	95,917	53,112	-	-	-	760,573
<b>Total revenue deductions</b>	<b>3,382,341</b>	<b>2,181,320</b>	<b>2,575,182</b>	<b>2,084,385</b>	<b>2,884,561</b>	<b>3,212,872</b>	<b>3,103,111</b>	<b>3,041,153</b>	<b>2,823,207</b>	-	-	-	<b>25,288,133</b>
16 <b>Net Patient Revenue</b>	<b>2,395,690</b>	<b>3,347,872</b>	<b>2,312,766</b>	<b>2,930,538</b>	<b>2,075,911</b>	<b>3,253,703</b>	<b>3,805,571</b>	<b>3,211,294</b>	<b>3,618,514</b>	-	-	-	<b>26,951,859</b>
net / tot pat rev	41.5%	60.5%	47.3%	58.4%	41.8%	50.3%	55.1%	51.4%	56.2%	#DIV/0!	#DIV/0!	#DIV/0!	51.6%
17 <b>Other Revenue</b>	<b>(66,571)</b>	<b>-</b>	<b>64,589</b>	<b>89,878</b>	<b>185,659</b>	<b>132,233</b>	<b>38,364</b>	<b>85,238</b>	<b>69,451</b>	-	-	-	<b>598,841</b>
18 <b>Total Operating Revenue</b>	<b>2,329,119</b>	<b>3,347,872</b>	<b>2,377,355</b>	<b>3,020,416</b>	<b>2,261,570</b>	<b>3,385,936</b>	<b>3,843,935</b>	<b>3,296,532</b>	<b>3,687,965</b>	-	-	-	<b>27,550,700</b>
<b>Expenses</b>													
19 Salaries	1,623,309	924,382	1,181,195	1,300,784	1,339,232	1,340,302	1,227,037	1,250,579	1,622,665	-	-	-	11,809,486
20 Employee Benefits	461,115	334,873	455,171	441,934	437,704	449,606	492,304	508,094	406,250	-	-	-	3,987,050
21 Registry	86,899	112,039	145,820	118,087	103,401	215,905	159,149	120,009	171,861	-	-	-	1,233,171
22 Salaries and Benefits	<b>2,171,323</b>	<b>1,371,295</b>	<b>1,782,187</b>	<b>1,860,805</b>	<b>1,880,337</b>	<b>2,005,814</b>	<b>1,878,490</b>	<b>1,878,682</b>	<b>2,200,776</b>	-	-	-	<b>17,029,708</b>
23 Professional fees	162,427	216,638	181,932	218,219	219,661	274,598	278,354	264,755	258,448	-	-	-	2,075,032
24 Supplies	169,665	248,762	187,897	178,874	199,885	195,668	198,928	224,956	197,454	-	-	-	1,802,089
25 Utilities	52,282	51,006	52,694	49,960	56,043	53,493	55,499	61,951	48,916	-	-	-	481,843
26 Repairs and Maintenance	78,742	57,208	54,101	52,562	71,565	68,984	48,665	49,844	78,192	-	-	-	559,863
27 Purchased Services	364,940	539,130	467,951	502,377	547,856	477,706	466,395	424,196	564,161	-	-	-	4,354,712
28 Insurance	150,353	89,104	90,619	90,001	89,901	89,104	89,104	89,568	89,104	-	-	-	866,859
29 Depreciation	80,269	142,381	78,149	78,149	78,149	78,149	78,149	78,149	78,149	-	-	-	769,694
30 Rental and Leases	23,379	16,691	21,786	20,430	18,220	18,544	24,330	18,916	30,839	-	-	-	193,133
32 Dues and Subscriptions	9,186	10,191	11,198	29,820	18,211	21,641	17,570	18,955	25,579	-	-	-	162,349
33 Other Expense	59,612	68,722	79,467	124,939	324,540	107,695	54,432	80,919	102,397	-	-	-	1,002,723
34 <b>Total Expenses</b>	<b>3,322,177</b>	<b>2,811,128</b>	<b>3,007,981</b>	<b>3,206,134</b>	<b>3,504,367</b>	<b>3,391,395</b>	<b>3,189,915</b>	<b>3,190,891</b>	<b>3,674,016</b>	-	-	-	<b>29,298,004</b>
<b>Surplus (Loss) from Operations</b>	<b>(993,057)</b>	<b>536,744</b>	<b>(630,626)</b>	<b>(185,718)</b>	<b>(1,242,797)</b>	<b>(5,460)</b>	<b>654,020</b>	<b>105,641</b>	<b>13,949</b>	-	-	-	<b>(1,747,305)</b>
<b>Non-Operating Income</b>													
37 Tax Revenue	215,833	215,833	215,833	215,833	215,833	215,833	215,833	215,833	215,833	-	-	-	1,942,497
38 Other non-operating	17,935	4,019	23,451	29,590	11,895	97,764	9,590	18,894	13,800	-	-	-	226,939
Interest Income	309,747	656	364,841	131	454	407,200	482	593	213	-	-	-	1,084,316
Interest Expense	(7,222)	(7,359)	(7,233)	(7,271)	(6,939)	(248)	(7,105)	(7,125)	(7,310)	-	-	-	(67,813)
IGT Expense													
39 <b>Total Non-operating</b>	<b>536,292</b>	<b>213,149</b>	<b>596,892</b>	<b>238,284</b>	<b>221,243</b>	<b>720,549</b>	<b>218,800</b>	<b>228,195</b>	<b>222,536</b>	-	-	-	<b>3,195,939</b>
40 <b>Surplus/(Loss)</b>	<b>(456,765)</b>	<b>749,893</b>	<b>(33,734)</b>	<b>52,566</b>	<b>(1,021,554)</b>	<b>715,090</b>	<b>872,820</b>	<b>333,836</b>	<b>236,484</b>	-	-	-	<b>1,448,634</b>

2023-2024 Actual BS

BALANCE SHEET

FINAL  
FY

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	June
ASSETS:													
Current Assets													
Cash and Cash Equivalents (Includes CD's)	2,173,570	2,408,840	447,054	451,768	645,960	1,330,782	1,847,051	1,187,783	1,628,929	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	13,159,897	14,162,581	15,171,620	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	8,776,663	9,373,613	9,530,305	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	4,383,234	4,788,968	5,641,315	0	0	0	0
Tax Revenue Receivable	690,185	690,185	690,185	690,185	495,675	-71,412	852,936	793,887	751,477	0	0	0	0
Other Receivables	187,337	131,122	176,306	319,255	-301,174	543,821	613,703	973,008	838,593	0	0	0	0
Inventories	237,085	243,173	252,907	255,345	262,824	278,473	284,600	296,112	294,041	0	0	0	0
Prepaid Expenses	1,116,627	1,049,919	1,058,717	994,775	919,223	823,604	736,901	661,212	607,773	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	8,718,425	8,700,970	9,762,128	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	39,208,154	37,808,154	37,008,154	0	0	0	0
Other Limited Use Assets	144,375	144,375	144,375	144,375	144,375	133,608	133,608	133,608	133,608	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	39,341,762	37,941,762	37,141,762	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	4,216,685	4,216,685	4,216,685	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	9,618,188	9,618,188	9,618,188	0	0	0	0
Equipment	14,951,504	17,723,504	17,845,678	17,872,096	17,945,864	18,107,310	18,140,173	18,283,390	18,293,117	0	0	0	0
Construction In Progress	3,276,653	642,303	671,858	699,783	744,116	768,491	808,034	841,666	891,065	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	32,783,080	32,959,929	33,019,055	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	19,777,041	19,855,190	19,933,340	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	13,006,038	13,104,738	13,085,716	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	61,066,225	59,747,470	59,989,605	0	0	0	0
Restricted Assets	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	61,066,225	59,747,470	59,989,605	0	0	0	0



BALANCE SHEET

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	June
LIABILITIES:													
Current Liabilities													
Accounts Payable	618,768	749,259	645,650	775,670	788,492	1,216,870	954,526	627,094	739,706	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	1,144,398	1,198,239	842,710	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	4,268,379	2,914,607	3,550,548	0	0	0	0
Advances From Third Party Payers													
Current Portion of Def Rev - Tx,	755,385	499,552	283,719	67,886	0	112,194	1,028,982	813,149	597,316	0	0	0	0
Current Portion - LT Debt	0	40,000	40,000	40,000	45,000	45,000	45,000	45,000	45,000	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	494,539	685,143	513,603	0	0	0	0
<b>Total Current Liabilities</b>	<b>10,592,308</b>	<b>10,239,885</b>	<b>9,426,538</b>	<b>9,484,203</b>	<b>9,628,558</b>	<b>7,092,203</b>	<b>7,935,823</b>	<b>6,283,231</b>	<b>6,288,883</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Long Term Debt													
USDA Loan	2,690,000	2,690,000	2,690,000	2,690,000	2,685,000	2,640,000	2,640,000	2,640,000	2,640,000	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
<b>Total Long Term Debt (Net of Current)</b>	<b>2,690,000</b>	<b>2,690,000</b>	<b>2,690,000</b>	<b>2,690,000</b>	<b>2,685,000</b>	<b>2,640,000</b>	<b>2,640,000</b>	<b>2,640,000</b>	<b>2,640,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
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	0	0	0	0	0	0	0	0
<b>Total Other Long Term Liabilities</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL LIABILITIES</b>	<b>13,282,308</b>	<b>12,929,885</b>	<b>12,116,538</b>	<b>12,174,203</b>	<b>12,313,558</b>	<b>9,732,203</b>	<b>10,575,823</b>	<b>8,923,231</b>	<b>8,928,883</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Fund Balance													
Unrestricted Fund Balance	48,506,550	48,359,067	47,644,731	47,697,297	46,675,743	49,617,583	50,490,402	50,824,238	51,060,723	0	0	0	0
Temporarily Restricted Fund Balance	0	0	0	0	0	0	0	0	0	0	0	0	0
Equity Transfer from FRHG	0	0	0	0	0	0	0	0	0	0	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
<b>TOTAL FUND BALANCE</b>	<b>50,672,319</b>	<b>51,274,376</b>	<b>47,610,997</b>	<b>47,749,863</b>	<b>46,675,743</b>	<b>49,617,583</b>	<b>50,490,402</b>	<b>50,824,238</b>	<b>51,060,723</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>63,954,627</b>	<b>64,204,261</b>	<b>59,727,535</b>	<b>59,924,065</b>	<b>58,989,301</b>	<b>59,349,786</b>	<b>61,066,225</b>	<b>59,747,469</b>	<b>59,989,606</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Units of Service**  
For the period ending March 2024

31		Bear Valley Community Hospital										275					
		Current Month					Year-To-Date										
Mar-24	Budget	Mar-23	Actual	-Budget	Act.-Act.	Mar-24	Budget	Mar-23	Actual	-Budget	Act.-Act.	Mar-24	Budget	Mar-23	Actual	-Budget	Act.-Act.
Actual		Actual	Variance	Var %	Var %	Actual		Actual	Variance	Var %	Var %	Actual		Actual	Variance	Var %	Var %
118	124	51	(6)	-4.8%	131.4%	Med Surg Patient Days	779	965	395	(186)	-19.2%	97.2%					
72	124	42	(52)	-41.9%	71.4%	Swing Patient Days	585	960	448	(375)	-39.1%	30.6%					
587	496	471	91	18.3%	24.6%	SNF Patient Days	5,380	4,386	3,616	994	22.7%	48.8%					
<b>777</b>	<b>744</b>	<b>564</b>	<b>33</b>	<b>4.4%</b>	<b>37.8%</b>	<b>Total Patient Days</b>	<b>6,744</b>	<b>6,311</b>	<b>4,459</b>	<b>434</b>	<b>6.9%</b>	<b>51.2%</b>					
33	20	14	13	65.0%	135.7%	Acute Admissions	235	180	127	55	30.6%	85.0%					
36	20	16	16	80.0%	125.0%	Acute Discharges	230	180	125	50	27.8%	84.0%					
3.3	6.2	3.2	(0.4)	-6.0%	2.8%	Acute Average Length of Stay	3.4	5.4	3.2	(3.7)	-69.2%	7.2%					
3.8	4.0	1.6	(0.19)	-4.8%	131.4%	Swing Average Daily Census	2.8	3.5	1.4	(0.7)	-19.2%	97.2%					
2.3	4.0	1.4	(1.68)	-41.9%	71.4%	Acute Average Daily Census	2.1	3.5	1.6	(1.4)	-39.1%	30.6%					
18.9	16.0	15.2	2.9	18.3%	24.6%	SNFAvg Daily Census	19.6	15.9	13.1	3.6	22.7%	48.8%					
<b>25.1</b>	<b>24.0</b>	<b>18.2</b>	<b>1.1</b>	<b>4.4%</b>	<b>37.8%</b>	<b>Total Avg. Daily Census</b>	<b>24.5</b>	<b>22.9</b>	<b>16.2</b>	<b>1.6</b>	<b>6.9%</b>	<b>51.2%</b>					
<b>56%</b>	<b>53%</b>	<b>40%</b>	<b>2%</b>	<b>4.4%</b>	<b>37.8%</b>	<b>% Occupancy</b>	<b>54%</b>	<b>51%</b>	<b>36%</b>	<b>4%</b>	<b>6.9%</b>	<b>51.2%</b>					
30	9	8	21	233.3%	275.0%	Emergency Room Admitted	207	86	80	121	140.7%	158.8%					
1,074	1,030	885	44	4.3%	21.4%	Emergency Room Discharged	9,379	9,618	9,211	(239)	-2.5%	1.8%					
<b>1,104</b>	<b>1,053</b>	<b>893</b>	<b>51</b>	<b>4.9%</b>	<b>23.6%</b>	<b>Emergency Room Total</b>	<b>9,586</b>	<b>9,762</b>	<b>9,291</b>	<b>(176)</b>	<b>-1.8%</b>	<b>3.2%</b>					
<b>36</b>	<b>34</b>	<b>29</b>	<b>2</b>	<b>4.9%</b>	<b>23.6%</b>	<b>ER visits per calendar day</b>	<b>35</b>	<b>35</b>	<b>34</b>	<b>(1)</b>	<b>-1.8%</b>	<b>3.2%</b>					
<b>91%</b>	<b>45%</b>	<b>57%</b>	<b>62%</b>	<b>137.6%</b>	<b>59.1%</b>	<b>% Admits from ER</b>	<b>88%</b>	<b>48%</b>	<b>63%</b>	<b>45%</b>	<b>95.1%</b>	<b>39.8%</b>					
7	-	2	7	#DIV/0!	250.0%	Surgical Procedures I/P	30	-	8	30	#DIV/0!	275.0%					
14	23	2	(9)	-39.2%	600.0%	Surgical Procedures O/P	103	183	21	(80)	-43.8%	390.5%					
<b>21</b>	<b>23</b>	<b>4</b>	<b>(2)</b>	<b>-8.9%</b>	<b>425.0%</b>	<b>TOTAL Procedures</b>	<b>133</b>	<b>183</b>	<b>29</b>	<b>(50)</b>	<b>-27.4%</b>	<b>358.6%</b>					
<b>150</b>	<b>150</b>	<b>593</b>	<b>-</b>	<b>0.0%</b>	<b>-74.7%</b>	<b>Surgical Minutes Total</b>	<b>8,786</b>	<b>326</b>	<b>7,458</b>	<b>8,460</b>	<b>2595.1%</b>	<b>17.8%</b>					

**Units of Service**  
For the period ending March 2024

Bear Valley Community Hospital												
Current Month						Year-To-Date						
Mar-24		Mar-23	Actual	-Budget	Act.-Act.	Mar-24		Mar-23	Actual	-Budget	Act.-Act.	
Actual	Budget	Actual	Variance	Var %	Var %	Actual	Budget	Actual	Variance	Var %	Var %	
7,300	6,354	1,092	946	14.9%	568.5%	Lab Procedures	9,113	53,212	54,584	(44,099)	-82.9%	-83.3%
1,060	789	871	271	34.3%	21.7%	X-Ray Procedures	7,803	7,394	7,511	409	5.5%	3.9%
518	489	435	29	5.9%	19.1%	C.T. Scan Procedures	3,924	4,091	3,465	(167)	-4.1%	13.2%
153	156	138	(3)	-1.9%	10.9%	Ultrasound Procedures	1,296	1,304	1,396	(8)	-0.6%	-7.2%
57	82	38	(25)	-30.5%	50.0%	Mammography Procedures	457	656	405	(199)	-30.3%	12.8%
310	304	261	6	2.0%	18.8%	EKG Procedures	2,618	2,542	2,758	76	3.0%	-5.1%
121	141	106	(20)	-14.2%	14.2%	Respiratory Procedures	966	981	1,007	(15)	-1.5%	-4.1%
2,327	1,992	1,827	335	16.8%	27.4%	Physical Therapy Procedures	16,905	16,572	16,089	333	2.0%	5.1%
1,661	1,898	1,570	(237)	-12.5%	5.8%	Primary Care Clinic Visits	12,572	13,114	12,588	(542)	-4.1%	-0.1%
273	237	265	36	15.4%	3.0%	Specialty Clinic Visits	2,113	1,886	1,900	227	12.0%	11.2%
<b>1,934</b>	<b>2,135</b>	<b>1,835</b>	<b>(201)</b>	<b>-9.4%</b>	<b>5.4%</b>	<b>Clinic</b>	<b>14,685</b>	<b>15,000</b>	<b>14,488</b>	<b>(315)</b>	<b>-2.1%</b>	<b>1.4%</b>
<b>64</b>	<b>71</b>	<b>61</b>	<b>(7)</b>	<b>-9.4%</b>	<b>5.4%</b>	<b>Clinic visits per work day</b>	<b>60</b>	<b>61</b>	<b>59</b>	<b>(1)</b>	<b>-2.1%</b>	<b>1.4%</b>
13.8%	15.00%	14.60%	-1.20%	-8.00%	-5.48%	% Medicare Revenue	15.02%	15.00%	14.10%	0.02%	0.15%	6.54%
39.60%	37.00%	38.30%	2.60%	7.03%	3.39%	% Medi-Cal Revenue	35.64%	37.00%	34.24%	-1.36%	-3.66%	4.09%
42.30%	45.00%	44.50%	-2.70%	-6.00%	-4.94%	% Insurance Revenue	45.86%	45.00%	46.74%	0.86%	1.90%	-1.90%
4.20%	3.00%	2.50%	1.20%	40.00%	68.00%	% Self-Pay Revenue	3.47%	3.00%	4.91%	0.47%	15.56%	-29.41%
44,942.3	280.9	160.0	44,661.4	15900.0%	27988.9%	Productive FTE's	1,513.37	718.0	1,356.1	795.4	110.8%	11.6%
49,786.2	311.2	160.0	49,475.1	15900.0%	31016.4%	Total FTE's	1,792.84	799.4	1,791.9	993.4	124.3%	0.1%

**Bear Valley Community Healthcare District  
Financial Statements**

**Statement of Operations - 12 month trend**

	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	12 mo average
<b>Gross Patient Revenue</b>													
Inpatient	351,086	430,788	373,213	340,168	462,604	350,063	457,697	428,931	555,634	524,038	407,892	555,998	436,509
Outpatient	887,460	863,944	893,104	902,263	1,030,938	819,702	948,398	867,397	925,062	993,414	964,786	1,149,006	917,861
Clinic	302,925	331,631	300,448	257,886	317,748	276,266	278,391	280,235	255,716	326,606	300,559	345,054	293,492
Emergency Room	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	4,606,311	4,173,448	3,980,571	3,523,216
Skilled Nursing Facility	344,231	320,283	310,750	345,594	395,272	415,260	443,466	410,377	453,487	458,314	405,761	411,093	391,163
<b>Total patient revenue</b>	<b>5,080,728</b>	<b>4,899,710</b>	<b>5,297,727</b>	<b>5,766,751</b>	<b>5,529,193</b>	<b>4,887,947</b>	<b>5,014,923</b>	<b>4,960,473</b>	<b>6,466,575</b>	<b>6,908,682</b>	<b>6,252,447</b>	<b>6,441,721</b>	<b>5,625,573</b>
<b>Revenue Deductions</b>	C/A 0.41	0.51	0.33	0.58	0.32	0.49	0.38	0.51	0.44	0.44	0.43	0.40	0.44
Contractual Allow	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	2,472,129	2,664,706	2,557,844	2,405,469
Contractual Allow PY	(499,764)	(500,000)	(500,000)	-	-	-	-	-	-	-	-	-	(55,320)
Charity Care	7,411	22,704	15,544	26,144	6,584	63,545	69	22,281	8,068	19,114	14,896	21,035	14,933
Administrative	33,954	56,810	1,051	1,247	1,779	3,502	(1,399)	1,734	1,767	3,612	2,780	24,168	12,253
Policy Discount	16,979	(83,520)	111,833	11,493	12,173	8,792	9,366	9,622	16,420	22,131	15,959	11,827	9,473
Employee Discount	6,542	3,526	4,239	8,349	5,839	7,292	4,737	9,243	2,719	5,543	3,752	2,485	83,649
Bad Debts	80,710	37	232,829	(71,983)	255,782	10,007	23,350	229,416	259,611	527,670	243,143	152,738	124,839
Denials	98,149	109,101	85,009	75,175	104,327	72,599	149,807	85,623	71,099	52,913	95,917	53,112	1,333,358
<b>Total revenue deductions</b>	<b>1,822,787</b>	<b>2,128,210</b>	<b>1,708,620</b>	<b>3,382,341</b>	<b>2,181,320</b>	<b>2,575,182</b>	<b>2,084,385</b>	<b>2,884,561</b>	<b>3,212,872</b>	<b>3,103,111</b>	<b>3,041,153</b>	<b>2,823,207</b>	<b>2,578,979</b>
	0.36	0.43	0.32	0.59	0.39	0.53	0.42	0.58	0.50	0.50	0.49	0.44	0.46
<b>Net Patient Revenue</b>	<b>3,257,941</b>	<b>2,771,500</b>	<b>3,589,107</b>	<b>2,384,410</b>	<b>3,347,872</b>	<b>2,312,766</b>	<b>2,930,538</b>	<b>2,075,911</b>	<b>3,253,703</b>	<b>3,805,571</b>	<b>3,211,294</b>	<b>3,618,514</b>	<b>1,015,532</b>
net / tot pat rev	64.1%	56.6%	67.7%	41.3%	60.5%	47.3%	58.4%	41.8%	50.3%	55.1%	51.4%	56.2%	54.2%
<b>Other Revenue</b>	<b>326,904</b>	<b>108,322</b>	<b>304,878</b>	<b>26,463</b>	<b>-</b>	<b>64,589</b>	<b>89,878</b>	<b>185,659</b>	<b>132,233</b>	<b>38,364</b>	<b>85,238</b>	<b>69,451</b>	<b>119,332</b>
<b>Total Operating Revenue</b>	<b>3,584,845</b>	<b>2,879,822</b>	<b>3,893,985</b>	<b>2,410,873</b>	<b>3,347,872</b>	<b>2,377,355</b>	<b>3,020,416</b>	<b>2,261,570</b>	<b>3,385,936</b>	<b>3,843,935</b>	<b>3,296,532</b>	<b>3,687,965</b>	<b>3,165,925</b>
<b>Expenses</b>													
Salaries	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	1,227,037	1,250,579	1,622,665	1,254,486
Employee Benefits	393,183	403,340	462,504	328,211	334,873	455,171	441,934	437,704	449,606	492,304	508,094	406,250	426,098
Registry	122,457	146,260	147,141	90,136	112,039	145,820	118,087	103,401	215,905	159,149	120,009	171,861	137,689
Salaries and Benefits	<b>1,625,979</b>	<b>1,787,478</b>	<b>2,048,440</b>	<b>1,498,985</b>	<b>1,371,295</b>	<b>1,782,187</b>	<b>1,860,805</b>	<b>1,880,337</b>	<b>2,005,814</b>	<b>1,878,490</b>	<b>1,878,682</b>	<b>2,200,776</b>	<b>1,818,272</b>
Professional fees	204,937	214,070	214,042	198,102	216,638	181,932	218,219	219,661	274,598	278,354	264,755	258,448	228,646
Supplies	146,766	226,852	159,823	173,543	248,762	187,897	178,874	199,885	195,668	198,928	224,956	197,454	194,951
Utilities	53,165	51,841	44,562	54,273	51,006	52,694	49,960	56,043	53,493	55,499	61,951	48,916	52,784
Repairs and Maintenance	65,965	49,460	70,800	78,742	57,208	54,101	52,562	71,565	68,984	48,665	49,844	78,192	62,174
Purchased Services	495,710	491,862	424,022	432,691	539,130	467,951	502,377	547,856	477,706	466,395	424,196	564,161	486,171
Insurance	72,192	71,284	71,285	150,353	89,104	90,001	89,901	89,901	89,104	89,104	89,568	89,104	90,135
Depreciation	92,066	92,066	92,066	92,066	142,381	78,149	78,149	78,149	78,149	78,149	78,149	78,149	88,141
Rental and Leases	26,357	20,115	20,509	23,379	16,691	21,786	20,430	18,220	18,544	24,330	18,916	30,839	21,676
Dues and Subscriptions	9,866	10,864	6,671	9,186	10,191	11,198	29,820	18,211	21,641	17,570	18,955	25,579	15,812
Other Expense.	73,841	66,702	87,756	59,996	68,722	79,467	124,939	324,540	107,695	54,432	80,919	102,397	102,617
<b>Total Expenses</b>	<b>2,866,844</b>	<b>3,082,595</b>	<b>3,239,976</b>	<b>2,771,317</b>	<b>2,811,128</b>	<b>3,007,981</b>	<b>3,206,134</b>	<b>3,504,367</b>	<b>3,391,395</b>	<b>3,189,915</b>	<b>3,190,891</b>	<b>3,674,016</b>	<b>3,161,380</b>
<b>Surplus (Loss) from Operations</b>	<b>718,001</b>	<b>(202,773)</b>	<b>654,009</b>	<b>(360,444)</b>	<b>536,744</b>	<b>(630,626)</b>	<b>(185,718)</b>	<b>(1,242,797)</b>	<b>(5,460)</b>	<b>654,020</b>	<b>105,641</b>	<b>13,949</b>	<b>4,545</b>
<b>Non-Operating Income</b>													
Tax Revenue	253,085	215,833	215,833	215,833	215,833	215,833	215,833	215,833	215,833	215,833	215,833	215,833	218,937
Other non-operating	9,191	9,340	(65,243)	52,935	4,019	23,451	29,590	11,895	97,764	9,590	18,894	13,800	17,936
Interest Income	(1,090)	1,931	229	309,747	656	364,841	131	454	407,200	482	593	213	90,449
Interest Expense	(7,175)	(7,243)	(7,245)	(7,222)	(7,359)	(7,233)	(7,271)	(6,939)	(248)	(7,105)	(7,125)	(7,310)	(6,623)
IGT Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Non-operating</b>	<b>254,011</b>	<b>219,861</b>	<b>143,574</b>	<b>571,292</b>	<b>213,149</b>	<b>596,892</b>	<b>238,284</b>	<b>221,243</b>	<b>720,549</b>	<b>218,800</b>	<b>228,195</b>	<b>222,536</b>	<b>320,699</b>
<b>Surplus/(Loss)</b>	<b>972,012</b>	<b>17,088</b>	<b>797,583</b>	<b>210,848</b>	<b>749,893</b>	<b>(33,734)</b>	<b>52,566</b>	<b>(1,021,554)</b>	<b>715,090</b>	<b>872,820</b>	<b>333,836</b>	<b>236,484</b>	<b>325,244</b>

**Statistics**

	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	12 mo average
Patient Days Acute	55	93	61	28	97	68	90	65	113	113	87	118	82
Patient Days Swing	38	32	61	14	93	79	104	108	47	28	40	72	60
Patient Days SNF	495	462	448	498	568	598	640	608	652	648	581	587	565
ER Visits	945	915	965	1,133	989	926	814	817	1,308	1,260	1,150	1,074	1,025
FHC Clinic Visits	1,375	1,454	1,342	1,156	1,473	1,227	1,237	1,190	1,208	1,431	1,307	1,524	1,327
RHC Clinic Visits	96	128	95	278	108	83	110	94	51	162	106	137	121
Dental Visits	390	299	303	215	337	272	264	259	255	260	208	273	278
Surgey - IP	1	-	-	-	-	-	-	3	10	6	4	7	3
Surgery - OP	2	2	11	8	12	6	13	22	11	8	9	14	10
Laboratory	5,970	6,069	5,853	6,634	6,527	5,853	5,969	5,614	6,766	6,791	6,490	7,300	6,320
Radiology - X-Ray	910	762	810	880	817	653	678	617	1,062	1,152	1,083	1,060	874
Mammography	47	75	32	19	98	52	94	42	26	29	53	57	52
CT	375	340	410	497	394	334	371	331	473	599	513	518	430
Ultrasound	186	189	181	129	216	146	191	158	153	143	168	153	168
Physical Therapy	2,839	2,068	2,565	2,318	3,018	2,225	2,463	2,532	2,266	2,608	2,240	2,327	2,456
Respiratory Therapy	97	112	117	97	96	69	100	138	171	136	129	121	115
Urgent Care	372	418	475	528	570	503	544	606	807	868	749	629	589



**CFO REPORT for**

**May 2024 Finance Committee and Board**

**Rate Range & IGT**

With the end of our fiscal year approaching we have begun to receive Rate Range payments from IEHP and Molina. Large amounts were received in the month of April and will be reflected financials.

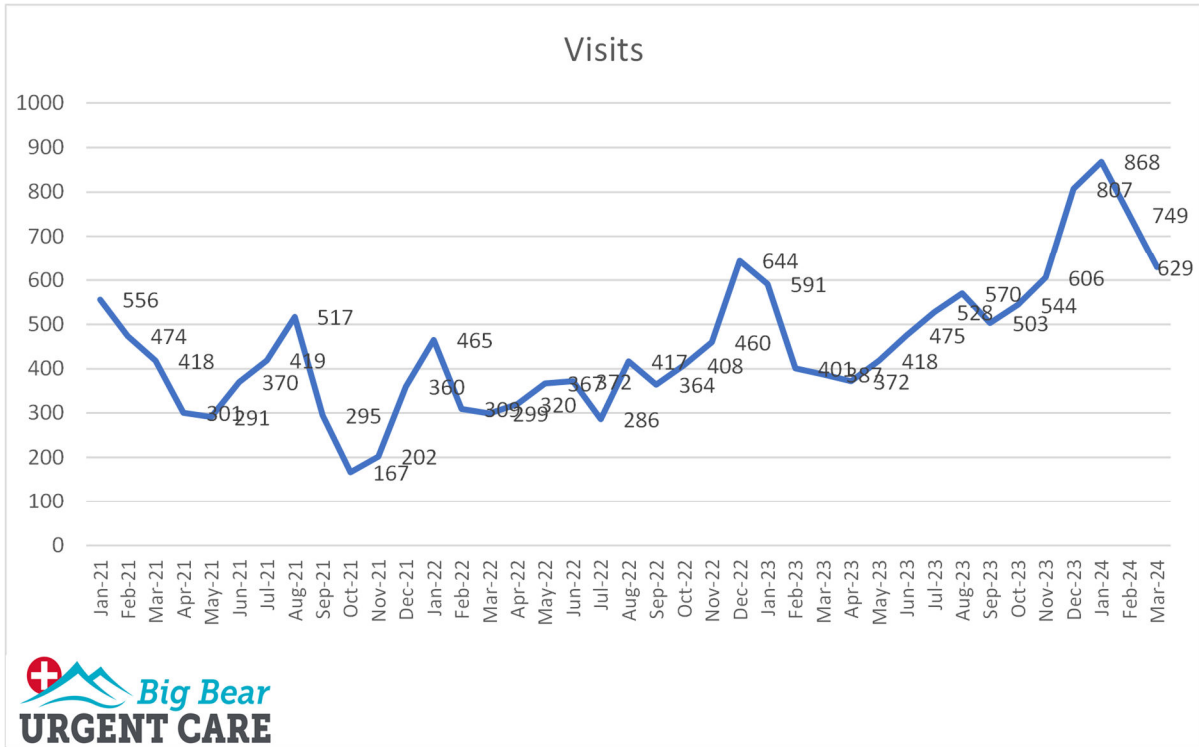
Several IGT (Intergovernmental Transfers) are underway over the next several months.

**March 2024 check register**

Attached is our March 2024 check register for the information of the committee.



**Big Bear**  
**URGENT CARE**



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CODE	NUMBER	DATE	AMOUNT	PAYEE
FMB	*	111705	03/21/24	300.00CR DOUGLAS SCHULL
FMB	*	111709	03/21/24	300.00CR JANET MAXWELL
FMB		112516	03/07/24	135.00 BABIN DENISE
FMB		112517	03/07/24	120.00 BABIN DENISE
FMB		112518	03/07/24	120.00 BENNET KENNETH J
FMB		112519	03/07/24	35.00 CARNOHAN KYLE
FMB		112520	03/07/24	125.00 COULTHARD JOHN C
FMB		112521	03/07/24	1,062.81 JOHNSON & ROUNDTREE PRE
FMB		112522	03/07/24	246.62 ADP SCREENING AND SELECTION SE
FMB		112523	03/07/24	452.23 ALBERTSONS SAFEWAY
FMB		112524	03/07/24	2,456.70 ALCON VISION, LLC
FMB		112525	03/07/24	4,329.00 ALOIS, LLC
FMB		112526	03/07/24	731.30 AMAZON CAPITAL SERVICES, INC
FMB		112527	03/07/24	227.41 AMERISOURCEBERGEN
FMB		112528	03/07/24	1,250.00 ANDY WERKING
FMB		112529	03/07/24	409.57 AT&T MOBILITY LLC
FMB		112530	03/07/24	13.19 AUTOZONE STORES, LLC
FMB		112531	03/07/24	20,000.00 AVREO INC
FMB		112532	03/07/24	449.58 BAUSCH & LOMB AMERICAS INC.
FMB		112533	03/07/24	274.23 BEAR VALLEY ELECTRIC
FMB		112534	03/07/24	650.00 BELLA NATALIE CERVATES
FMB		112535	03/07/24	3,231.50 BETA HEALTHCARE GROUP
FMB		112536	03/07/24	197.42 BIG BEAR CITY CSD
FMB		112537	03/07/24	16,780.00 BIG BEAR FAMILY MEDICINE, INC
FMB		112538	03/07/24	110.79 BIG BEAR PAINT CENTER INC
FMB		112539	03/07/24	1,029.86 BUTCHERS BLOCK
FMB		112540	03/07/24	3,541.04 CALIF TOOL & WELDING SUPPLY
FMB		112541	03/07/24	2,470.00 CALVIN PRAMANN, DC
FMB		112542	03/07/24	1,125.00 CAW DBA VTECH
FMB		112543	03/07/24	388.67 CHARTER COMMUNICATIONS HOLDING
FMB		112544	03/07/24	1,750.00 CHEROKEE CHEMICAL CO., INC
FMB		112545	03/07/24	.00 CITY OF BIG BEAR LAKE
FMB		112546	03/07/24	52.78 COUNTY OF SAN BERNARDINO
FMB		112547	03/07/24	3,902.56 CRISIS PREVENTION INSTITUTE
FMB		112548	03/07/24	41,850.00 D CRITEL NURSING ANESTH INC
FMB		112549	03/07/24	12,800.00 DAVID HORNER PC
FMB		112550	03/07/24	76.38 DENA HODGES
FMB		112551	03/07/24	221.18 DIY HOME CENTER
FMB		112552	03/07/24	7,158.52 EMERALD TEXTILES
FMB		112553	03/07/24	132.53 ERIN WILSON
FMB		112554	03/07/24	45.00 EVAN RAYNER
FMB		112555	03/07/24	1,905.61 FIDELITY SECURITY LIFE INS CO
FMB		112556	03/07/24	15,613.68 FISHER HEALTHCARE
FMB		112557	03/07/24	240.00 FRONTIER COMM
FMB		112558	03/07/24	2,406.48 FRONTIER COMMUNICATIONS
FMB		112559	03/07/24	45.00 GARTH HAMBLIN
FMB		112560	03/07/24	7,949.05 GATEWAY ACCEPTANCE CO.
FMB		112561	03/07/24	106.16 GEIGER SUPPLY
FMB		112562	03/07/24	133.41 GLOBALSTAR USA
FMB		112563	03/07/24	75.00 GNXCOR USA INC



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CODE	NUMBER	DATE	AMOUNT	PAYEE
FMB	112564	03/07/24	489.00	GOLDEN STATE STORAGE
FMB	112565	03/07/24	819.00	GOLIGHTLY PLUMBING INC.
FMB	112566	03/07/24	31.99	GRAINGER PARTS
FMB	112567	03/07/24	15,210.00	HABEN PROF. CHIROPRACTIC CORP.
FMB	112568	03/07/24	1,161.98	HAMILTON MEDICAL INC
FMB	112569	03/07/24	3,500.00	HEARTWORKS, INC
FMB	112570	03/07/24	2,000.00	HIGH DESERT PATHOLOGY MDCL GRP
FMB	112571	03/07/24	5,995.00	I2I POPULATION HEALTH
FMB	112572	03/07/24	20.00	INNOVATIVE CREDIT SOLUTIONS
FMB	112573	03/07/24	1,193.73	IPITOMY COMMUNICATIONS LLC
FMB	112574	03/07/24	1,235.16	J AND J PRODUCE CO
FMB	112575	03/07/24	650.00	JAMES SKOIEEN
FMB	112576	03/07/24	520.45	JENNIFER RICHARDS
FMB	112577	03/07/24	1,900.15	JIM L. SCHLENKER, MHA
FMB	112578	03/07/24	7,965.77	LIFESTREAM
FMB	112579	03/07/24	.00	LILIA ROSALES
FMB	112580	03/07/24	582.39	MARY NORMAN
FMB	112581	03/07/24	1,740.00	MASCARI DINH ARCHITECTS
FMB	112582	03/07/24	2,102.99	MATHESON TRI GAS INC.
FMB	112583	03/07/24	6,960.82	MEDLINE INDUSTRIES INC
FMB	112584	03/07/24	1,500.00	MICHAEL NORMAN DO
FMB	112585	03/07/24	1,500.00	MICHAEL S CHIN, MD, INC
FMB	112586	03/07/24	3,360.00	NAVE LAW OFFICE, PC
FMB	112587	03/07/24	172.95	NICOLE WARD
FMB	112588	03/07/24	1,321.19	NOVA BIOMEDICAL CORP
FMB	112589	03/07/24	290.99	ORTHO-CLINICAL DIAGNOSTICS INC
FMB	112590	03/07/24	22,750.00	PAUL F STEMMER MD
FMB	112591	03/07/24	151.00	PERFORMANCE HEALTH SUPPLY INC.
FMB	112592	03/07/24	108,600.00	QUANTA DIALYSIS TECHNOLOGIES
FMB	112593	03/07/24	3,990.00	RAM HEALTHCARE CONSULTING GROU
FMB	112594	03/07/24	97.49	REBEKAH BRENDEN
FMB	112595	03/07/24	225.00	ROSHAN T MELVANI MD INC
FMB	112596	03/07/24	285.00	RYAN ORR
FMB	112597	03/07/24	2,726.00	SOFTSCRIPT INC
FMB	112598	03/07/24	3,842.68	STAPLES ADVANTAGE
FMB	112599	03/07/24	454.31	STAPLES PROMOTIONAL PRODUCTS
FMB	112600	03/07/24	525.23	STERICYCLE INC
FMB	112601	03/07/24	16,750.00	STEVEN MICHAEL KNAPIK
FMB	112602	03/07/24	5,641.71	SYSMEX AMERICA, INC.
FMB	112603	03/07/24	6,132.93	T-SYSTEM, INC
FMB	112604	03/07/24	2,500.00	THE DOCTOR'S HOUSE, INC
FMB	112605	03/07/24	85.72	TRI ANIM HEALTH SERVICES INC
FMB	112606	03/07/24	1,760.00	TRYSPARROW.COM INC
FMB	112607	03/07/24	729.98	UNITED NURSES ASSOCIATION
FMB	112608	03/07/24	57.82	UNITED PARCEL SERVICE
FMB	112609	03/07/24	7,541.47	US FOOD SERVICE INC
FMB	112610	03/07/24	13,700.00	V. MADHU ANVEKAR MD, INC.
FMB	112611	03/07/24	635.43	VERATHON INC
FMB	112612	03/07/24	261.80	WAGWORKS, INC.
FMB	112613	03/07/24	1,874.55	WAXIE SANITARY SUPPLY
FMB	112614	03/07/24	1,800.10	Z & Z MEDICAL, INC.

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CODE	NUMBER	DATE	AMOUNT	PAYEE
FMB	112615	03/07/24	483.96	PETTY CASH - DIANE LOPEZ
FMB	112616	03/08/24	450.00	PHILLIP ESCALANTE
FMB *	112617	03/08/24	1,060.42	DWP CITY OF BIG BEAR LAKE
FMB	112619	03/14/24	2,305.53	PGBA LLS TRICARE REFUND
FMB	112620	03/14/24	24,500.00	ADAPTIVE GROWTH PARTNERS
FMB	112621	03/14/24	60.94	ALIMED INC
FMB	112622	03/14/24	956.24	AMAZON CAPITAL SERVICES, INC
FMB	112623	03/14/24	23,215.12	BEAR VALLEY ELECTRIC
FMB	112624	03/14/24	34,220.91	BETA HEALTHCARE GROUP
FMB	112625	03/14/24	24,587.87	BETA HEALTHCARE GROUP
FMB	112626	03/14/24	4,834.31	BIG BEAR DISPOSAL
FMB	112627	03/14/24	195.00	BIG BEAR FAMILY MEDICINE, INC
FMB	112628	03/14/24	2,218.00	BIG BEAR GRIZZLY
FMB	112629	03/14/24	195.00	BIG BEAR URGENT CARE INC.
FMB	112630	03/14/24	440.00	BVCHD FOUNDATION
FMB	112631	03/14/24	1,000.00	CALIF TELEHEALTH NETWORK
FMB	112632	03/14/24	64.66	CARDINAL HEALTH
FMB	112633	03/14/24	1,393.20	CARDINAL HEALTH PHARMACY SERVI
FMB	112634	03/14/24	39,520.00	CENTER FOR ORAL HEALTH
FMB	112635	03/14/24	2,711.08	CHARTER COMMUNICATIONS HOLDING
FMB	112636	03/14/24	6,535.41	CLEAN HARBORS ENVRMTL SERV INC
FMB	112637	03/14/24	500.00	CLINICIANS TELEMED MED GROUP
FMB	112638	03/14/24	15,940.00	CPSI/EVIDENT
FMB	112639	03/14/24	1,663.67	DATEX OHMEDA INC
FMB	112640	03/14/24	38.53	DENA HODGES
FMB	112641	03/14/24	96.00	DEPT OF JUSTICE
FMB	112642	03/14/24	3,115.24	EMERALD TEXTILES
FMB	112643	03/14/24	8,622.69	FISHER HEALTHCARE
FMB	112644	03/14/24	303.66	FRESENIUS KABI LLC
FMB	112645	03/14/24	18,631.95	G.L. HICKS FINANCIAL, LLC
FMB	112646	03/14/24	3,641.39	GATEWAY ACCEPTANCE CO.
FMB	112647	03/14/24	1,400.00	GORDON EQUIPMENT SERVICES
FMB	112648	03/14/24	88.45	GRAINGER PARTS
FMB	112649	03/14/24	504.00	HEXMODAL TECHNOLOGIES, LLC
FMB	112650	03/14/24	656.00	INFLUENCE MARKETING SERVICES
FMB	112651	03/14/24	32,640.00	IRIS TELEHEALTH MEDICAL GROUP
FMB	112652	03/14/24	2,431.65	IRON MOUNTAIN INC
FMB	112653	03/14/24	6,421.30	LABORATORY CORP OF AMERICA
FMB	112654	03/14/24	400.00	LEARN CPR 4 LIFE
FMB	112655	03/14/24	3,774.37	LEASING ASSOC. BARRINGTON, INC
FMB	112656	03/14/24	22.00	LUIS CAMEY
FMB	112657	03/14/24	44,458.58	MEDELY, INC.
FMB	112658	03/14/24	8,221.65	MEDLINE INDUSTRIES INC
FMB	112659	03/14/24	539.01	MOONRIDGE FUEL
FMB	112660	03/14/24	121.50	MOUNTAIN WATER CO
FMB	112661	03/14/24	283.10	OJ'S DONUT HOUSE
FMB	112662	03/14/24	372.04	ORTHO-CLINICAL DIAGNOSTICS INC
FMB	112663	03/14/24	1,100.00	PRECEPT ENVIRONMENTAL, INC
FMB	112664	03/14/24	1,995.00	RAM HEALTHCARE CONSULTING GROU
FMB	112665	03/14/24	345.16	READY REFRESH BY NESTLE
FMB	112666	03/14/24	8,808.13	SMITH & NEPHEW INC

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CODE	NUMBER	DATE	AMOUNT	PAYEE
FMB	112667	03/14/24	21,833.00	SOL RADIOLOGY INC
FMB	112668	03/14/24	30,000.00	SPORTS MED & ORTHOPAEDIC INST
FMB	112669	03/14/24	1,875.00	STANLEY K MATHIS, DPM, INC.
FMB	112670	03/14/24	122.77	STEVE EARLY
FMB	112671	03/14/24	9,378.02	SYSKO RIVERSIDE INC
FMB	112672	03/14/24	662.50	T-SYSTEM, INC
FMB	112673	03/14/24	1,321.00	TASTY PRODUCTS, INC
FMB	112674	03/14/24	69.60	TRACY LEWIS
FMB	112675	03/14/24	35.77	UNITED PARCEL SERVICE
FMB	112676	03/14/24	3,337.74	US FOOD SERVICE INC
FMB	112677	03/14/24	416.20	VISA
FMB	112678	03/14/24	635.55	WAXIE SANITARY SUPPLY
FMB	112679	03/14/24	222.67	WESTFAX, INC
FMB	112680	03/14/24	40,956.02	WILLIAM CANNATA, MD
FMB	112681	03/14/24	25,000.00	WIPFLI CPA & CONSULTANTS
FMB *	112682	03/14/24	582.08	ZOLL MEDICAL CORP.
FMB *	112685	03/14/24	3,103.11	ANDY MEADORS BRANDING, INC
FMB	112687	03/21/24	23,780.32	3M HEALTH INFORMATION SYSTEMS
FMB	112688	03/21/24	2,015.00	427 ARCHITECTURE
FMB	112689	03/21/24	11,210.98	AGILITI HEALTH, INC.
FMB	112690	03/21/24	259.93	AIRGAS USA,LLC
FMB	112691	03/21/24	251.94	ALBERTSONS SAFEWAY
FMB	112692	03/21/24	3,660.75	ALL PROTECTION ALARM
FMB	112693	03/21/24	44.78	AMERISOURCEBERGEN
FMB	112694	03/21/24	23,962.68	AMN LEADERSHIP SOLUTIONS INC
FMB	112695	03/21/24	11,710.89	ARTHREX, INC
FMB	112696	03/21/24	17,908.00	AVREO INC
FMB	112697	03/21/24	4,285.00	BEAR VALLEY ELECTRIC
FMB	112698	03/21/24	72.99	BECKMAN COULTER INC
FMB	112699	03/21/24	240.00	BELLA NATALIE CERVATES
FMB	112700	03/21/24	223.71	BIG BEAR CITY CSD
FMB	112701	03/21/24	1,801.08	BRACCO DIAGNOSTICS INC
FMB	112702	03/21/24	581.00	C&D TERMITE & PEST CONTROL
FMB	112703	03/21/24	360.00	CALIF TELEHEALTH NETWORK
FMB	112704	03/21/24	105.60	CALIF TOOL & WELDING SUPPLY
FMB	112705	03/21/24	7,391.50	CANON MEDICAL SYSTEMS USA, INC
FMB	112706	03/21/24	3,781.10	CARDINAL HEALTH
FMB	112707	03/21/24	1,687.92	CARSTENS
FMB	112708	03/21/24	176,986.46	CPSI/EVIDENT
FMB	112709	03/21/24	136.34	CRESTPOINT MANAGEMENT LTD
FMB	112710	03/21/24	62.02	DIRECT SUPPLY HEALTHCARE EQUIP
FMB	112711	03/21/24	150.00	DOOLEY COMPANY
FMB	112712	03/21/24	300.00	DOUGLAS SCHULL
FMB	112713	03/21/24	1,183.59	EMERALD TEXTILES
FMB	112714	03/21/24	694.83	EXPERIAN HEALTH, INC
FMB	112715	03/21/24	13,885.41	FISHER HEALTHCARE
FMB	112716	03/21/24	12,065.67	FLEXCARE, LLC
FMB	112717	03/21/24	16,426.28	GATEWAY ACCEPTANCE CO.
FMB	112718	03/21/24	7,465.25	GLAUKOS CORPORATION
FMB	112719	03/21/24	435.40	GLOBO LANGUAGE SOLUTIONS LLC
FMB	112720	03/21/24	151.93	GRAPHICS DESIGNED INK INC.

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CODE	NUMBER	DATE	AMOUNT	PAYEE
FMB	112721	03/21/24	626.25	HEARTWORKS, INC
FMB	112722	03/21/24	1,136.00	HHCRC
FMB	112723	03/21/24	1,298.27	J AND J PRODUCE CO
FMB	112724	03/21/24	300.00	JANET MAXWELL
FMB	112725	03/21/24	4,002.83	JOHNSON CNTRLS FIRE PROT. LP
FMB	112726	03/21/24	30,352.00	JWT & ASSOCIATES, LLP
FMB	112727	03/21/24	3,774.37	LEASING ASSOC. BARRINGTON, INC
FMB	112728	03/21/24	79.70	LEGALSHIELD
FMB	112729	03/21/24	59.24	LILIA ROSALES
FMB	112730	03/21/24	5,641.88	MATHESON TRI GAS INC.
FMB	112731	03/21/24	43.44	MCKESSON MEDICAL SURGICAL
FMB	112732	03/21/24	3,577.50	MCNEIL, TROPP & BRAUN, LLP
FMB	112733	03/21/24	22,780.41	MEDELY, INC.
FMB	112734	03/21/24	2,400.00	MEDICAL DISPATCH
FMB	112735	03/21/24	.00	VOIDED
FMB	112736	03/21/24	12,683.62	MEDLINE INDUSTRIES INC
FMB	112737	03/21/24	1,732.23	OLYMPUS AMERICA INC.
FMB	112738	03/21/24	14,355.01	ORTHO-CLINICAL DIAGNOSTICS INC
FMB	112739	03/21/24	459.74	PERFORMANCE HEALTH SUPPLY INC.
FMB	112740	03/21/24	2,100.00	QUADIENT FINANCE USA, INC
FMB	112741	03/21/24	946.45	QUADIENT LEASING USA INC
FMB	112742	03/21/24	126,340.98	QUORUM HEALTH RESOURCES LLC
FMB	112743	03/21/24	1,025.90	RELIAS LLC
FMB	112744	03/21/24	7,804.45	REUBEN OLVERA OLIVAS
FMB	112745	03/21/24	306.39	SIEMENS HEALTHCARE DIAGNOSTICS
FMB	112746	03/21/24	629.70	SMILEMAKERS
FMB	112747	03/21/24	2,589.63	SOFTSCRIPT INC
FMB	112748	03/21/24	7,024.40	STAPLES ADVANTAGE
FMB	112749	03/21/24	3,704.97	SYSKO RIVERSIDE INC
FMB	112750	03/21/24	160.97	TAVOCA INC
FMB	112751	03/21/24	12,376.00	TELE CONNECT THERAPIES
FMB	112752	03/21/24	230.16	TRI ANIM HEALTH SERVICES INC
FMB	112753	03/21/24	2,449.84	TRUMED FINANCIAL SERVICES - LB
FMB	112754	03/21/24	54.62	ULINE
FMB	112755	03/21/24	677.95	UNITED NURSES ASSOCIATION
FMB	112756	03/21/24	35.76	UNITED PARCEL SERVICE
FMB	112757	03/21/24	1,316.00	VORTEX INDUSTRIES INC
FMB	112758	03/21/24	269.35	WATER AND SANITATION DIVISION
FMB *	112759	03/21/24	1,263.12	WAXIE SANITARY SUPPLY
FMB	112763	03/28/24	5,587.05	AFLAC
FMB	112764	03/28/24	3,529.37	ALCON VISION, LLC
FMB	112765	03/28/24	5,334.00	ALOIS, LLC
FMB	112766	03/28/24	1,257.14	AMAZON CAPITAL SERVICES, INC
FMB	112767	03/28/24	2,806.37	BAUSCH & LOMB AMERICAS INC.
FMB	112768	03/28/24	745.60	BEAR VALLEY ELECTRIC
FMB	112769	03/28/24	793.08	BIO RAD LABORATORIES, INC.
FMB	112770	03/28/24	462.51	CALIF TOOL & WELDING SUPPLY
FMB	112771	03/28/24	198,176.12	CALPERS1486578418
FMB	112772	03/28/24	5,407.59	CARDINAL HEALTH
FMB	112773	03/28/24	688.39	CAREFUSION 2200, INC
FMB	112774	03/28/24	1,125.00	CAW DBA VTECH

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CODE	NUMBER	DATE	AMOUNT	PAYEE
FMB	112775	03/28/24	11,290.57	DELTA DENTAL OF CA
FMB	112776	03/28/24	1,782.00	DESTINATION BIG BEAR LLC
FMB	112777	03/28/24	4,229.25	EMERALD TEXTILES
FMB	112778	03/28/24	554.46	ENDURA STEEL, INC
FMB	112779	03/28/24	162.66	ERIN WILSON
FMB	112780	03/28/24	1,046.00	EXTRA SPACE MANAGEMENT INC
FMB	112781	03/28/24	736.32	FASTENAL CO
FMB	112782	03/28/24	2,630.93	PRESENIUS KABI LLC
FMB	112783	03/28/24	9,540.56	GATEWAY ACCEPTANCE CO.
FMB	112784	03/28/24	96.96	HR DIRECT/GNEIL
FMB	112785	03/28/24	540.00	JOHN MCKINNEY
FMB	112786	03/28/24	7,725.00	JWT & ASSOCIATES, LLP
FMB	112787	03/28/24	2,000.78	KERMA MEDICAL PRODUCTS INC.
FMB	112788	03/28/24	1,689.93	KONICA MINOLTA
FMB	112789	03/28/24	437.82	LITECURE, LLC
FMB	112790	03/28/24	31,249.38	MEDELY, INC.
FMB	112791	03/28/24	11,803.70	MEDLINE INDUSTRIES INC
FMB	112792	03/28/24	10,228.37	MUTUAL OF OMAHA
FMB	112793	03/28/24	166.79	NANCY SEIDEL
FMB	112794	03/28/24	2,959.07	NEPHROS INC
FMB	112795	03/28/24	824.34	ORTHO-CLINICAL DIAGNOSTICS INC
FMB	112796	03/28/24	206.77	PERFORMANCE HEALTH SUPPLY INC.
FMB	112797	03/28/24	257.03	PETTY CASH - VICTORIA SHIVELY
FMB	112798	03/28/24	2,625.00	PHILIPS HEALTHCARE
FMB	112799	03/28/24	42.50	PL MEDICAL CO., LLC
FMB	112800	03/28/24	193.00	PTS COMMUNICATIONS
FMB	112801	03/28/24	1,381.34	RADWORKS LLC
FMB	112802	03/28/24	3,961.50	RAM HEALTHCARE CONSULTING GROU
FMB	112803	03/28/24	114.03	SHANNON BARBOUR
FMB	112804	03/28/24	47.50	SIEMENS HEALTHCARE DIAGNOSTICS
FMB	112805	03/28/24	14,904.57	SOUTHWEST GAS CORPORATION
FMB	112806	03/28/24	1,884.13	STAPLES ADVANTAGE
FMB	112807	03/28/24	1,453.79	STAPLES PROMOTIONAL PRODUCTS
FMB	112808	03/28/24	6,088.38	STERIS CORPORATION
FMB	112809	03/28/24	5,629.62	SYSMEX AMERICA, INC.
FMB	112810	03/28/24	670.85	TRY TOUCH SERVICE, INC
FMB	112811	03/28/24	6,750.49	US FOOD SERVICE INC
TOTALS:			1,896,505.88	



## CNO Monthly Report

TOPIC	UPDATE
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<b>2. Budget/Staffing</b>	<ul style="list-style-type: none"> <li>▪ Nurse vacancies in ED, SNF and Acute- working with marketing and HR on several recruiting strategies.</li> </ul>
<b>3. Departmental Reports</b>	
<ul style="list-style-type: none"> <li>▪ Emergency Department</li> </ul>	<ul style="list-style-type: none"> <li>▪ Stroke Receiving Center application and payment has been submitted to ICEMA- waiting on dates for on site survey.</li> <li>▪ Working on EHR- cloud based upgrade and implementation of medication scanning program.</li> <li>▪ Working on completion of Beta Quest for Zero program requirements.               <ul style="list-style-type: none"> <li>○ Triage Project</li> <li>○ Sepsis Training</li> <li>○ ED collaborative</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>▪ Acute</li> </ul>	<ul style="list-style-type: none"> <li>▪ Implemented real time post discharge survey program through NRC</li> <li>▪ Working on filling vacant nursing positions</li> <li>▪ Maintaining increased census with medical stabilization program</li> </ul>
<ul style="list-style-type: none"> <li>▪ Skilled Nursing</li> </ul>	<ul style="list-style-type: none"> <li>▪ Interim DON in place</li> <li>▪ Census is currently at 19. 1 possible bed hold out of the facility right now.</li> <li>▪ Working on filling vacant CNA and LVN positions</li> <li>▪ Position open for permanent DON- working with several recruiters for sourcing applications. Interviews are being held.</li> </ul>

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<ul style="list-style-type: none"> <li>▪ Care Coordination</li> </ul>	<ul style="list-style-type: none"> <li>▪ Working on building CM and UR programs</li> <li>▪ Working on implementation of health equity program</li> <li>▪ Implementing HSAG best practices for patient experience and readmissions</li> <li>▪ Working on Insurance relationships and authorization process workflow</li> <li>▪ EDSP grant phase 1 deliverables have been submitted. Received first payment of \$187,000.</li> <li>▪ Sustainability grant phase 2 deliverables have been submitted- \$25,000.</li> <li>▪ SUN funding renewal was approved for \$72,000.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Respiratory Therapy</li> </ul>	<ul style="list-style-type: none"> <li>▪ Working on rental options for new Echo machine</li> <li>▪ Dept manager working on PFT certification</li> <li>▪ Will work with lab to pursue alternative lab certification</li> <li>▪ Echo services transitioned under RT department.</li> <li>▪ 1 FT RT out on FMLA</li> </ul>
<ul style="list-style-type: none"> <li>▪ Physical Therapy</li> </ul>	<ul style="list-style-type: none"> <li>▪ Volumes exceeding capacity for staff availability and building space.</li> <li>▪ PTA position has been filled- returning staff member will fill the position.</li> </ul>
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<b>5. Quality Improvement</b>	<ul style="list-style-type: none"> <li>▪ Current projects-</li> <li>▪ CT blunt head trauma in the ED</li> <li>▪ Meds to Beds</li> <li>▪ Behavioral Health Follow up</li> <li>▪ HEART</li> <li>▪ Quest for Zero- Triage project/ Emergency Medicine Collaborative</li> <li>▪ Return to Work ESWI</li> </ul>

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<b>10. POC Transfer Agreement Monitoring</b>	<ul style="list-style-type: none"> <li>▪ As part of the POC Transfer agreements will be monitored and reported for a period of 6 months.</li> <li>▪ BVCHD continues to have written transfer agreements in place</li> <li>▪ Transfer agreements are maintained in administration</li> <li>▪ Month 1 monitoring- BVCHD continues to have written transfer agreements in place with surrounding hospitals. A sample of hospitals and facilities are listed below: <ul style="list-style-type: none"> <li>▪ Bridge hospice</li> </ul> </li> </ul>



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| <p>Respectfully Submitted by:<br/><i>Kerri Jex, CNO</i></p> <p style="text-align: right;"><i>Date: April 26, 2024</i></p> |  |



## CNO Monthly Report

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