

Special Meeting of the Board of Directors

Dec 16, 2014 at 04:00 PM - 10:00 PM

Eskridge Conference Room

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Meeting Book - 2014 Dec 16 Special Meeting of the Board of Directors

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B. Incline Village Community Hospital Foundation Appointment of Board Members and Extension of Board Terms

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14. Presentations / Staff Reports

A. Contracts

a. New

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b. Amendment

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c. Medical Executive Committee (MEC)

The contract template for these positions are essentially the same. The physician name and MEC position will differ; and compensation for the Chief of Staff will be different than the others.

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2. Conyers – Vice Chief of Staff Page 185

3. Dodd – Chief of Staff Page 198

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5. Arth (Secretary-Treasurer) / Mozen (Member at Large) – MEC Officer Page 224

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- A. Presentation to Outgoing Chief of Staff
- B. 2015 Community Health Improvement Planning and Proces

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REGULAR MEETING OF THE BOARD OF DIRECTORS
OF TAHOE FOREST HOSPITAL DISTRICT

TO BE HELD ON

TUESDAY DECEMBER 16, 2014 AT 4:00 PM, IN THE ESKRIDGE CONFERENCE ROOM,

TAHOE FOREST HOSPITAL, 10121 PINE AVENUE, TRUCKEE, CA

OPEN SESSION WILL BEGIN AT 6:00 PM

OR SOON THEREAFTER, FOLLOWING CLOSED SESSION

AGENDA

1. Call to Order
2. Roll Call
3. Clear The Agenda/Items Not On The Posted Agenda
4. Input Audience: *This is an opportunity for members of the public to comment on any closed session item appearing before the Board on this agenda.*
5. Designate Medical Office Building Suite 360 Real Property Negotiator(s)
6. Closed Session:
 - A. Approval of closed session minutes of 11/18/14 and 11/25/14
 - B. Health & Safety Code Section 32155: Medical Staff Credentials
 - C. Government Code Section 54956.8: Conference with Real Property Negotiator(s), agency designated representatives: as designated by agenda item 5; negotiating party: Christopher Richards, M.D.
 - D. Health & Safety Code Section 32155: 2014 Q3 Service Excellence Report
 - E. Government Code Section 54956.9(d)(2): Exposure to Litigation (1 item)
 - F. Government Code Section 54957: Chief Executive Officer Performance Evaluation
7. Dinner Break

APPROXIMATELY 6:00 P.M.

8. Open Session – Call to Order
9. Clear The Agenda/Items Not On The Posted Agenda
10. Input – Audience: *This is an opportunity for members of the public to address the Board on items which are not on the agenda. Please state your name for the record. Comments are limited to three minutes. Written comments should be submitted to the Board Clerk 24 hours prior to the meeting to allow for distribution. Under Government Code Section 54954.2 – Brown Act, the Board cannot take action on any item not on the agenda. The Board may choose to acknowledge the comment or, where appropriate, briefly answer a question, refer the matter to staff, or set the item for discussion at a future meeting.*
11. Input From Employee Associations
12. Medical Staff Report and Approval of Consent Agenda..... Action Item ATTACHMENT
13. Consent Calendar:..... Action Item
These items are expected to be routine and non-controversial. They will be acted upon by the Board at one time without discussion. Any Board Member, staff member or interested party may request an item to be removed from the Consent Calendar for discussion prior to voting on the Consent Calendar.
 - A. Minutes of Meetings of: 11/18/14 and 11/25/14 ATTACHMENT
 - B. Incline Village Community Hospital Foundation Appointment of Board Members
and Extension of Board Terms ATTACHMENT
14. Presentations/Staff Reports
Information/Discussion/Potential Action Item
Members of the Management team will provide updates on their respective initiatives at the request of the Board or as identified as part of the Board's rolling agenda calendar.
 - A. Contracts
 - a. New
 1. Scholnick – EKG Services..... ATTACHMENT
 2. Barta – Medical Director Home Health ATTACHMENT
 3. Jensen – Rural PRIME Primary Care Community Project Site Director ATTACHMENT
 4. Tahoe Forest Women’s Center – Training and Education ATTACHMENT
 5. Cooper – MSC General Surgery ATTACHMENT

- 6. Conyers – MSC General Surgery ATTACHMENT
- b. Amendment
 - 1. Osgood – Orthopedics ED on Call ATTACHMENT
- c. Medical Executive Committee (MEC) Appointments
 - 1. Uglum (OB/Peds), Laine (Emergency Medicine), Specht,(Anesthesia), Mohr (Diagnostic Imaging) – Department Chair ATTACHMENT
 - 2. Conyers – Vice Chief of Staff..... ATTACHMENT
 - 3. Dodd – Chief of Staff..... ATTACHMENT
 - 4. Koch – Department Chair ATTACHMENT
 - 5. Arth (Secretary-Treasurer) / Mozen (Member at Large) – MEC Officer..... ATTACHMENT
 - 6. Osgood (Surgery)/Scholnick (Medicine) – Department Chair ATTACHMENT

15. Designate Labor Negotiator(s) for Potential Amendment, Extension or Renewal of CEO Employment Agreement

16. Items for Board Discussion And/Or Action

The following items are presented for Board discussion, feedback and possible action. Board approval and/or direction may be provided.

- A. Presentation to Outgoing Chief of Staff..... ATTACHMENT
- B. 2015 Community Health Improvement Planning and Process

17. Officer Reports

Information/Discussion/Potential Action Item

Each System Executive will provide a highlight summary for their respective areas of oversight.

- A. Chief Executive Officer’s Report
- B. Chief Nursing Officer’s Report ATTACHMENT
- C. Incline Village Community Hospital Administrator’s Report ATTACHMENT
- D. Chief Information Officer’s Report ATTACHMENT

18. Board Committee Reports/Recommendations

Information/Discussion/Potential Action Item

Each of the Board Committee Chairs will provide the board with a committee activity report and recommendations by their respective committees for board action.

- A. Governance Committee Meeting – 12/09/14 ATTACHMENT
 - a. Agenda and Minute Format Change ATTACHMENT
 - b. Televised Board Meetings ATTACHMENT
 - c. Board Effect Portal - iPad Option ATTACHMENT
 - d. Board Retreat

17. Agenda Input For Upcoming Committee Meetings

18. Items for Next Meeting *ATTACHMENT

19. Board Members’ Reports/Closing Remarks

20. Closed Session Continued, If Necessary

- A. Government Code Section 54957.6: Conference with Labor Negotiator(s), agency designated representatives: as designated by agenda item 14; unrepresented employee: CEO

21. Open Session

22. Report of Actions Taken in Closed Session

23. Next Meeting Date

24. Meeting Effectiveness Assessment

25. Adjourn

The next regularly scheduled meeting of the Board of Directors of Tahoe Forest Hospital District is January 27, 2015, 10121 Pine Avenue, Truckee, CA. A copy of the Board meeting agenda is posted on the District’s web site (www.tfhd.com) at least 72 hours prior to the meeting or 24 hours prior to a Special Board Meeting.

Robert A. Schapper, Chief Executive Officer

RAS:pab

*Denotes material (or a portion thereof) will be distributed at a later date

**The entire manual/document is available for review via the Chief Executive Officer’s Office.

Note: It is the policy of Tahoe Forest Hospital District to not discriminate in admissions, provisions of services, hiring, training and employment practices on the basis of color, national origin, sex, religion, age or disability including AIDS and related conditions. Tahoe Forest Hospital District is an Equal Opportunity Employer. The meeting location is accessible to people with disabilities. Every reasonable effort will be made to accommodate participation of the disabled in all of the District’s public meetings. If particular accommodations for the disabled are needed (i.e., disability-related aids or other services), please contact the Executive Assistant at 582-3481 at least 24 hours in advance of the meeting.

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DATE: 12/12/14

Consent Agenda

REFERRED BY:	AGENDA ITEMS:	RECOMMEND/ ACTION
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1. Department of OB/PEDS	The OB/PEDS department recommended approval of the following policy via email on 12/4/14: <ul style="list-style-type: none"> ➤ Postpartum- Care of the Mother During the Recovery Phase of Birth 	Approval
2. Pharmacy and Therapeutics	The P&T Committee recommended approval of the following physician orders via email on 12/9/14: <ul style="list-style-type: none"> ➤ Magnesium Sulfate for Pre-Eclampsia ➤ OB Triage ➤ OB Post-Partum ➤ Labor Orders ➤ Newborn Admissions 	Approval
3. Quality Committee	The QA Committee at its meeting on 12/11/14 reviewed and recommended approval of the Health System QA\PI Plan.	Approval
4. Medicine Department	The Medicine Department recommended approval of the following Diagnostic Imaging worksheet on 12/4/14: <ul style="list-style-type: none"> ➤ Lumbar Puncture Post Procedure Radiology Teaching Sheet 	Approval

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DATE: December 12, 2014

PAGE NO. 1

**MEDICAL EXECUTIVE COMMITTEE'S
RECOMMENDATIONS TO THE BOARD OF DIRECTORS - OPEN MEETING
DECEMBER 16, 2014**

CONSENT AGENDA ITEM	REFERRED BY:	RECOMMEND/ ACTION
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Consent Approval Items		
1. Department of OB/PEDS	The OB/PEDS department recommended approval of the following policy via email on 12/4/14: ➤ Postpartum- Care of the Mother During the Recovery Phase of Birth	Approval
2. Pharmacy and Therapeutics	The P&T Committee recommended approval of the following physician orders via email on 12/9/14: ➤ Magnesium Sulfate for Pre-Eclampsia ➤ OB Triage ➤ OB Post-Partum ➤ Labor Orders ➤ Newborn Admissions	Approval
3. Quality Committee	The Medical Staff Quality Committee recommended approval of the Health System QA/PI Plan at their meeting on 12/11/14.	Approval



SPECIAL MEETING OF THE BOARD OF DIRECTORS
BOARD MEETING MINUTES

AGENDA ITEM	DISCUSSIONS/CONCLUSIONS	ACTIONS/FOLLOW-UP/ RESPONSIBLE PARTY
PRESENT AT MEETING:	<p>Board Members: John Mohun, President; Larry Long, Vice President; Karen Sessler, M.D., Secretary; Dale Chamblin, Treasurer; Roger Kahn, Board Member</p> <p>Staff: Bob Schapper, CEO; Virginia Razo, COO; Crystal Betts, CFO; Judy Newland, Chief Nursing Officer; Gail Betz, Compliance Officer; Patricia Barrett, Executive Assistant/Clerk of the Board</p> <p>Others: Steve Gross, Legal Counsel</p>	
1. Call to Order	Director Mohun called the meeting to order at 4:02 p.m.	
2. Roll Call	The Roll Call reflected that all Board members were present.	
3. Clear the Agenda/Items Not On the Posted Agenda		
4. Input -- Audience Employee Associations	<p>Employee Association input was asked, but none was offered.</p> <p>Trinkie Watson shared notes and comments compiled by community members related to Closed session item C. Many expected the issue brought forth at the last meeting. Other CEOs of public offices are afforded immunity of legal representation by legal counsel. The Board's denial of the immunity is unethical. It is a moral obligation to reimburse the CEO for costs the Board caused him to incur. Not doing so will expose the Board to potential litigation. When a new CEO candidate is being recruited, he/she will examine the Board's action will be heavily weighted. Immunity should have been treated with respect and confidentiality.</p> <p>Russ Anderson requested clarification as to the identity of the last</p>	



SPECIAL MEETING OF THE BOARD OF DIRECTORS
BOARD MEETING MINUTES

AGENDA ITEM	DISCUSSIONS/CONCLUSIONS	ACTIONS/FOLLOW-UP/ RESPONSIBLE PARTY
	<p>speaker. Ms. Watson introduced herself.</p> <p>John Falk spoke to item C noting that it is a large chunk of money being requested for reimbursement. If the CEO is exonerated, it will give the public greater comfort. If the findings remain sealed the Board cannot in good faith direct money toward reimbursement</p> <p>Greg Jellinek stated that “insufficient evidence” by definition indicates there was some evidence.</p> <p>Mark Spohr stated his belief that there is an ongoing cover up of this issue. Until the report is cleared it is premature to reimburse any funds. After it has been cleared, it needs to be out in the open. Potential corruption needs to be out in the open.</p> <p>CEO, Bob Schapper, read a statement that was distributed to the Board and community for reference.</p> <p>Greg Jellinek was afforded the opportunity to address the Board a second time and read a section of the 1090 code related to financial interest by a governing body.</p> <p>John Falk was afforded the opportunity to address the Board a second time and shared that he had had personal conversations with the CEO. The CEO passionately believes the investigation has shown an absence of wrong doing. Unseal the investigation with the consent of the CEO as it is a personnel issue as well. Director Mohun requested clarification that the requested report was for the District’s</p>	



SPECIAL MEETING OF THE BOARD OF DIRECTORS
BOARD MEETING MINUTES

AGENDA ITEM	DISCUSSIONS/CONCLUSIONS	ACTIONS/FOLLOW-UP/ RESPONSIBLE PARTY
	independent investigator's report.	
5. Closed Session:	Closed session began at 4:27 p.m.	
A. Approval of closed session minutes of 7/11/14; 7/22/14; 8/12/14; 8/21/14; and 9/23/14	Draft minutes included in closed session agenda packet for review.	
B. Chief Executive Officer Performance Evaluation, Including Eligible Incentive Compensation	Discussion held on a privileged matter.	
C. Consideration of Claim (Potential Litigation) [1 claim]	Discussion held on a privileged matter.	
6. Open Session – Call to Order	Director Mohun called the open session to order at 7:05 p.m.	
7. Clear The Agenda/Items Not On The Posted Agenda	The agenda was cleared. Item B.i.1 Higgins contract removed from the agenda.	
8. Input – Audience:	Audience input was asked, but none was offered.	
9. Input From Employee Associations	Employee Associations input was asked, but none was offered.	
10. Number intentionally left blank		
11. Consent Calendar:		
A. Contracts Auto Renew: 1. Camp_ED On Call 2. Dodd & Foley_ED on Call	Background was provided related to the two auto renew contracts. Director Sessler recused herself from participating in the review	<u>Motion made by Director Kahn, seconded by Director Sessler, to approve Consent items A. Auto Renew contracts</u>



SPECIAL MEETING OF THE BOARD OF DIRECTORS
BOARD MEETING MINUTES

AGENDA ITEM	DISCUSSIONS/CONCLUSIONS	ACTIONS/FOLLOW-UP/ RESPONSIBLE PARTY
<p>Orthopedic Surgery Amended:</p> <ol style="list-style-type: none"> 1. Timothy Lombard, M.D., dba Sierra Multi-Specialty 2. Medical Group_Medical Director Cardiac Rehabilitation <p>New:</p> <ol style="list-style-type: none"> 1. Arth, Brown, Uglum, Vayner_ED on Call Pediatrics 2. Chase, Heneveld, Jensen, Specht_Physician Health and Advocacy Medical Advisor 3. Barta_Medical Director Home Health 4. Burkholder_EKG Services 5. Dodd_Medical Director Rehabilitation Services 6. Heifetz_Medical Director Oncology 7. Kitts_Rural PRIME Preceptor 8. Koch_Rural PRIME Preceptor 9. Standteiner_Medical Director Hospitalist Services 10. North Tahoe Anesthesia Group 	<p>of Dr. Barta's contract due to the potential of a perceived conflict.</p> <p><i>Dr. Sessler left the room at 7:12 p.m.</i> <i>Dr. Sessler rejoined the meeting at 7:14 p.m.</i></p>	<p><u>1-2; Amended contracts 1-2; New contracts 1-2, 4-10, contracts as presented. Passed unanimously.</u></p> <p><u>Motion made by Director Long, seconded by Director Kahn, to approve Consent items A. New contract 3 (Barta), as presented. Passed unanimously by those voting.</u></p>
<p>12. Items for Board Discussion and/or Action</p>		



SPECIAL MEETING OF THE BOARD OF DIRECTORS
BOARD MEETING MINUTES

AGENDA ITEM	DISCUSSIONS/CONCLUSIONS	ACTIONS/FOLLOW-UP/ RESPONSIBLE PARTY
<p>A. Consideration of the Chief Executive Officer’s Request for Indemnification and Reimbursement of Attorney Fees and Expenses</p>	<p>Director Mohun provided a summary of the topic discussed in detail during closed session and brought to open session for action.</p> <p>Director Chamblin shared the statement read by during Closed session related to his position on this issue. Several members of the board agreed this statement was a good representation of their standing on this matter as well and asked that it be shared in open session.</p> <p>Dr. Heifetz spoke in support of the board reimbursing the CEO attorney fees.</p> <p>David Bunker, inquired as to what the CEO’s legal fees charges noted as early as May 15th are related to; the Board has no further information and has raised questions on specific charges as well.</p> <p>Discussion took place related to the motion. Director Sessler provided a review of the concept of universalizing an ethical dilemma, providing background that the organization allows for representation for employees related to internal investigations and the CEO should be afforded that same benefit.</p> <p>Director Kahn responded to a question as to why only a portion of the fees were being reimbursed. The charges after the 21st</p>	<p><u>Motion made by Director Sessler, seconded by Director Chamblin, to authorize a settlement not to exceed \$57k for the reimbursement of attorney fees and expenses related to the 1090 investigation for services rendered up through and including August 21, 2014, subject to an agreement to reimburse the district in the event a determination of court action or consent decree of a 1090 violation. This motion is based upon the findings that this decision is in the best interests of the district, and the CEO’s action were within the scope of his employment and taken in good faith and without malice, and that General Counsel, in consultation with Hooper Lundy and Bookman, is authorized to enter into and execute a settlement</u></p>



SPECIAL MEETING OF THE BOARD OF DIRECTORS
BOARD MEETING MINUTES

AGENDA ITEM	DISCUSSIONS/CONCLUSIONS	ACTIONS/FOLLOW-UP/ RESPONSIBLE PARTY
	<p>of August were deemed not necessary with respect to the 1090 investigation. The District did not have their independent investigator or Hooper Lundy & Bookman conducting work during that time. General Counsel reported that he has spent some time related to how the topic would be agendized, and requesting documents related to the reimbursement after the August 21st date.</p> <p>A recommendation was made by Dr. Shawni Coll to reconsider reimbursing entire bill given that the CEO's attorney has had to respond the District's Counsel's requests after the 21st of August. Director Mohun responded that he is absolutely convinced the District has no legal obligation to pay these attorney fees.</p> <p>District Counsel clarified that the CEO had submitted his request for reimbursement and it had not been acted upon by the Board. The CEO did not intend to file a claim, but the District considered it a claim and no action had been taken.</p> <p>Director Long left the meeting at 7:33 p.m.</p> <p>Director Mohun indicated he disagrees with the motion and will not be voting in favor of reimbursement.</p> <p>Director Sessler moved for a 5 minute recess. Board Chair</p>	<p><u>agreement on behalf of the District on these terms.</u> <u>Motion passes 4 to 1. Mohun the dissenting vote.</u></p>



SPECIAL MEETING OF THE BOARD OF DIRECTORS
BOARD MEETING MINUTES

AGENDA ITEM	DISCUSSIONS/CONCLUSIONS	ACTIONS/FOLLOW-UP/ RESPONSIBLE PARTY
	<p><i>recessed the meeting at 7:34 p.m.</i> <i>Open session reconvened at 7:42 p.m.</i></p> <p>Director Mohun expressed concern that the CEO’s legal fees are very high and reminded the Board that it is the tax payer’s money being spent.</p> <p>Director Sessler shared that clarification will be made that the charges will be confirmed to be related to the 1090 investigation prior to reimbursement.</p>	
<p>B. Contracts: Auto Renew: 1. Higgins_IVCH ED On Call for Medicine 2. Joseph_Dental Coverage Agreement 3. Kitts_ED On Call for General Surgery 4. Lechner_ED On Call for Dental 5. Osgood_ED On Call for Orthopedics Amended: 1. Jensen_Chair Interdisciplinary Practice Committee 2. Koch_Medical Director Incline</p>	<p>Director Mohun provided background as to why contract are being reviewed by the full board without first being reviewed by Governance Committee.</p> <p>Auto Renew: 1. Higgins [contract removed from agenda]. 2. Joseph – CEO confirmed the contract is for both skilled nursing and the ED. 3. Osgood – Routing form mismarked as med directorship should be PSA.</p> <p>Amended: Compliance confirmed that the contracts are looked at individually and meet Fair Market Value and commercial reasonableness.</p>	<p><u>Motion made by Director Sessler, seconded by Director Long, to approve auto renew contracts as presented. Passed unanimously.</u></p> <p><u>Motion made by Director Kahn, seconded by Director Sessler, to approve amended contracts as presented. Passed unanimously.</u></p> <p><u>Motion made by Director Sessler, seconded by Director Long, to approve new</u></p>



SPECIAL MEETING OF THE BOARD OF DIRECTORS
BOARD MEETING MINUTES

AGENDA ITEM	DISCUSSIONS/CONCLUSIONS	ACTIONS/FOLLOW-UP/ RESPONSIBLE PARTY
Village Health Clinic 3. Tirdel_Medical Director Health Clinic New: 1. Kaime_Associate Medical Director of Oncology 2. Koch_Medical Director Hospice		<u>contracts as presented. Passed unanimously.</u>
12. Board Members Reports/Closing Remarks	Director Mohun thanked the public for engagement and taking the time to come to these meetings.	
13. Closed Session Continued, If Necessary	Open session recessed at 7:53 p.m.	
14. Open Session	Open session reconvened at 8:24 p.m.	
15. Report of Actions Taken in Closed Session	No reportable items.	
16. Adjourn	Meeting adjourned at 8:24 p.m.	

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SPECIAL MEETING OF THE BOARD OF DIRECTORS
BOARD MEETING MINUTES

AGENDA ITEM	DISCUSSIONS/CONCLUSIONS	ACTIONS/FOLLOW-UP/ RESPONSIBLE PARTY
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PRESENT AT MEETING:	<p>Board Members: John Mohun, President; Larry Long, Vice President; Karen Sessler, M.D., Secretary; Dale Chamblin, Treasurer; Roger Kahn, Board Member</p> <p>Staff: Bob Schapper, CEO; Virginia Razo, COO; Crystal Betts, CFO; Judy Newland, Chief Nursing Officer; Patricia Barrett, Executive Assistant/Clerk of the Board</p> <p>Others: Steve Gross, Legal Counsel</p>	
1. Call to Order	Director Mohun called the meeting to order at 4:02 p.m.	
2. Roll Call	The Roll Call reflected that all Board members were present.	
3. Clear the Agenda/Items Not On the Posted Agenda	Director Mohun cleared the agenda	
4. Input -- Audience Employee Associations	Audience input was asked, but none was offered.	
5. Closed Session:	Closed session began at 4:27 p.m.	
A. Approval of closed session minutes of 7/11/14; 7/22/14; 8/12/14; 8/21/14; and 9/23/14	Draft minutes included in closed session agenda packet for review.	
B. Chief Executive Officer Performance Evaluation, Including Eligible Incentive Compensation	Discussion held on a privileged matter.	
C. Consideration of Claim (Potential Litigation) [1 claim]	Discussion held on a privileged matter.	
D. Government Code Section 54957: Chief Executive Officer Performance Evaluation,	Discussion held on a privileged matter.	



SPECIAL MEETING OF THE BOARD OF DIRECTORS
BOARD MEETING MINUTES

AGENDA ITEM	DISCUSSIONS/CONCLUSIONS	ACTIONS/FOLLOW-UP/ RESPONSIBLE PARTY
Including Eligible Incentive Compensation		
6. Dinner Break	<i>5:37 p.m.</i>	
7. Open Session – Call to Order	<i>Director Mohun called the open session to order at 6:06 p.m.</i>	
8. Clear The Agenda/Items Not On The Posted Agenda	The agenda was cleared.	
9. Input – Audience:	Input was asked, none was offered.	
10. Input From Employee Associations	Employee Associations input was asked, none was offered.	
11. Medical Staff Report and Approval of Consent Agenda	Dr. Barta provided a review of the MEC report. It was noted that Dr. Paul Krause has been appointed to replace newly elected Board member, Dr. Charles Zipkin, on the Medical Education Committee. Dr.	<u>Motion made by Director Sessler, seconded by Director Long to approve items 1 – 4 of the MEC report. Passed unanimously.</u>
12. Consent Calendar: A. Minutes of Meetings of: 09/18/14 and 10/28/14 B. Financial Report	Draft minutes provided for review as part of the agenda packet. Director Mohun pulled the revenue and expenses document provided in the financial report for further discussion. Clarification was requested related to the operating expenses increasing so significantly. CFO referred the Board to the statement of expense which explains the variances referenced in the revenue and expense report. Specifically the expenses primarily related to Board directed projects. Discussion took place related to the legal fee processing and timeliness of payment for the Board directed projects, and the review and approval process. It was reported that the invoices go through compliance for review and approval and since none of the projects were budgeted there is no budget to confirm the invoices against.	<u>Motion made by Director Sessler, seconded by Director Kahn, to approve the minutes of 9/18/14 and 10/28/14. Passed unanimously.</u> <u>Motion made by Director Kahn, seconded by Long to approve the financial report as presented. Passed unanimously.</u>



SPECIAL MEETING OF THE BOARD OF DIRECTORS
BOARD MEETING MINUTES

AGENDA ITEM	DISCUSSIONS/CONCLUSIONS	ACTIONS/FOLLOW-UP/ RESPONSIBLE PARTY
	<p>Purchase services variance relates to a three year grant. The final invoices came in after the fiscal year resulting in a timing issue. The second issue related to a bad debt item handled via a collection agency. A negative variance is a positive thing for the District.</p>	
<p>13. Presentations/Staff Reports <i>Information/Discussion/Potential Action Item</i></p> <p>A. Contracts</p> <p>a. MSC Compensation Methodology Presentation (followed by approx. 15 contracts)</p> <p>b. MSC Contracts</p> <ol style="list-style-type: none"> 1. Bay Area Pediatric Pulmonary Medical Corporation 2. Robert Chase, M.D. 3. Stephen D. Forner, M.D. 4. Jerry Schaffer, M.D. 5. Sierra Nevada Nephrology 6. Silver State Hearing and Balance, Inc. 7. Nina Winans, M.D. <p>c. MSC/Hospitalists Contracts</p> <ol style="list-style-type: none"> 1. Lianne Burkholder, M.D. 2. North Lake Pediatrics Medical Group, Inc. 	<p>Due to the volume and timing, contracts are being presented directly to the Board this month.</p> <p>The COO shared that all MSC contracts have been reviewed by Hooper Lundy & Bookman and confirmed for FMV and commercial reasonableness. There will be a small budget variance of approximately \$225,000.</p> <p>Gayle McAmis provided background related to the purpose for physician contracts and industry trend toward physician/ hospital agreements. The various ways the District has benefited by contracting with physicians was provided.</p> <p>Overall goals of the compensation model were provided. Areas reviewed include:</p> <ul style="list-style-type: none"> • FMV • Align incentives with business models • Quality incentives • Internally equitable model <p>The full time physician model was reviewed. Explanation of the 15% differential applied to offset the cost of malpractice insurance was</p>	<p><u>Motion made by Director Sessler, seconded by Kahn to approve contracts as presented. Passed unanimously.</u></p>



SPECIAL MEETING OF THE BOARD OF DIRECTORS
BOARD MEETING MINUTES

AGENDA ITEM	DISCUSSIONS/CONCLUSIONS	ACTIONS/FOLLOW-UP/ RESPONSIBLE PARTY
<ul style="list-style-type: none"> 3. Joshua Scholnick, M.D. 4. J. Timothy Lombard, M.D. dba Sierra Multispecialty Medical Group, Inc. 5. Greg Tirdel, M.D. <p>d. Other Contracts</p> <ul style="list-style-type: none"> 1. Shawni Coll, D.O. 2. Jeffrey Dodd, M.D. 3. Reini Jensen, M.D. 	<p>reviewed. Discussion took place related to the rationale behind setting of the base and incentive bonus amounts.</p> <p>A PowerPoint presentation providing a physician contract summary was presented.</p> <p>The reference to bonusing is that physicians are being paid for the work they do and bonusing for work greater than the expected productivity.</p> <p>CEO provided background related to process for identifying services and physician recruitment based on the needs of the community.</p> <p>Explanation pertaining to the MSC contract related budget variance was provided. There was no increase for the physicians built into the budget. The net overage for the year will be 238K dollars. Two more physician contracts will be brought to the Board next month but are not anticipated to significantly impact these numbers. The percentage of total MSC compensation is small.</p> <p>Dr. Barta recognized Drs. Lombard and Tirdel for their support of her as a family practice physician. The COO publicly recognized Gayle McAmis and Tim Garcia-Jay for their work on the MSC contracts.</p>	
<p>14. Items for Board Discussion and /or Action <i>Information/Discussion/Potential Action Item</i></p>	<p>A. Biennial Bylaws Review</p> <p>Director Sessler provided background related to the updates to the Bylaws. Changes to the bylaws require two readings by the Board prior to approval. Substantive changes reflect that board meetings will take place the last Tuesday of the month rather</p>	<p><u>Motion made by Director Sessler, seconded by Director Long to approved the Bylaws as a revised. Passed unanimously</u></p>



SPECIAL MEETING OF THE BOARD OF DIRECTORS
BOARD MEETING MINUTES

AGENDA ITEM	DISCUSSIONS/CONCLUSIONS	ACTIONS/FOLLOW-UP/ RESPONSIBLE PARTY
<p>A. Biennial Bylaws Review</p> <p>B. Annual CEO Incentive Compensation Award</p>	<p>than the fourth; and clarifies that the Board meeting starts at 4PM.</p> <p>Additional changes include clean up of the antidiscrimination statement language and the establishment of a new Board "Community Benefit Committee".</p> <p>Director Chamblin inquired if any change to the bylaws would need to be made to address agendizing things going forward. Director Sessler confirmed that this will be handled via a board policy. The timing of the appointment of new board officers will be addressed in the bylaws in the future to allow the appointment of board officers following the seating of the new boards rather than after the first of the year.</p> <p>B. Annual CEO Incentive Compensation Award</p> <p>Director Mohun shared that this item is related to item 5D of Closed Session. Director Kahn provided background related to the CEO incentive compensation. The maximum incentive compensation available to the CEO is 15% of base pay. If the District meets its budget for the review year, he is entitled to 50% of his incentive compensation. If budget numbers are not met, the CEO is entitled to no incentive compensation. In addition, the CEO has a number of performance goals identified for the 2013/2014 fiscal year. It was reported that the CEO was quite successful but not fully successful on the performance goals, and the Board has determined that the CEO is eligible for 78.5% of his total incentive compensation. This equates to</p>	<p><u>Motion made by Director Kahn, seconded by Director Long to approve incentive comp for the CEO at 78.5% of the eligible 15% of base pay. Motion passed 4 – 1. Director Mohun the dissenting vote.</u></p>



SPECIAL MEETING OF THE BOARD OF DIRECTORS
BOARD MEETING MINUTES

AGENDA ITEM	DISCUSSIONS/CONCLUSIONS	ACTIONS/FOLLOW-UP/ RESPONSIBLE PARTY
	<p>approximately 12% of his pay (\$40-45k).</p> <p>Director Sessler provided background related to the inclusion of risk based compensation included in the CEO contract. This philosophy trickles to the entire leadership team of the district.</p> <p>Director Mohun shared that during his review of the contract he noted that it specifies that the CEO's compensation is tied only to financial performance. Historically this has not been the practice. District Counsel clarified that the both parties of the contract have interpreted and applied the contract to include the inclusion of both of these types of incentive compensation components (financial and performance). It has been mutually agreed upon by the Board and CEO to continue with splitting the eligible incentive compensation 50(finance)/50(performance), rather than 100% for financial performance.</p>	
<p>15. Officer Reports</p>	<p>A. Chief Executive Officer's Report</p> <p>Written report provided as part of the agenda packet. Director Sessler asked for clarification related to the special meeting for wellness survey feedback. The date of the special meeting is December 11, 2014 from 4 – 8 p.m. Dr. Coll indicated that she would have attended if it were not in conflict with the physician's holiday gathering. A targeted presentation at the medicine committee meeting will be considered. Caroline confirmed that the presentation will be targeted to the physicians. It was concluded that Board members will have a conflict with the holiday party as well. An early start time or</p>	



SPECIAL MEETING OF THE BOARD OF DIRECTORS
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AGENDA ITEM	DISCUSSIONS/CONCLUSIONS	ACTIONS/FOLLOW-UP/ RESPONSIBLE PARTY
	<p>change of date will be considered.</p> <p>B. Chief Operating Officer’s Report The COO provided an update related to the CPSI Care implementation. An update was provided related to the patient and family care models and related advisory counsel. The Quality Department was recognized for their work on this initiative. It was reported that there is an active recruitment for a Dietary Director; Margaret Holmes has indicated she will retire after 40 years in January. Just Culture training will take place January 20th and 21st. A speaker has been invited to share her story related to the loss of her child to help personalize the Just Culture process; this speaker will also present to the Board Quality Committee in January as well.</p> <p>Director Chamblin shared a summary of the work he and Director of Community Development are doing related to public comment and would want to tie this with the work being done for patient experience communication.</p> <p>C. Chief Nursing Officer’s Report Written report provided as part of the agenda packet. The Surgical Services Process Improvement Team, Dr. Shawni Coll, the surgeons, and their staff were all recognized for their work. Dr. Coll was specifically thanked for her leadership.</p> <p>D. Incline Village Community Hospital Administrator’s Report Written report provided as part of the agenda packet.</p>	



SPECIAL MEETING OF THE BOARD OF DIRECTORS
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	<p>E. Chief Information Officer's Report</p> <p>CIO shared work is being done to bring CPSI hosting back in-house. This change will save the District approximately \$40k a year. Staff is working to stabilize the environment by bringing new PCs into the units. TFH is trying to book Meaningful Use (MU) before the end of the fiscal year; needs to be completed 90 days prior to the time to start recording the data which – an April timeframe. A binder is being prepared with all of the elements in the event of a 3rd party audit. ICD10 and MU are separate and distinct with potential overlapping timelines. Moving forward with CPOE at the same time as these initiatives is a consideration.</p> <p>The MU2 roll back recently announced does not apply to TFHD.</p>	
<p>16. Board Committee Reports/Recommendations</p> <p>A. Governance Committee Meeting – 11/12/14</p> <p>B. Finance Committee Meeting – 11/24/14</p>	<p>A. Governance Committee Meeting – 11/12/14</p> <p>Director Sessler provided a summary of the topics discussed at the November 12, 2014 Governance Committee meeting. Board orientation, ACHD Board education January 22-23 in Sacramento will include required ethics training. Discussion taking place regarding a mid-February offsite full day retreat</p> <p>B. Finance Committee Meeting – 11/24/14</p> <p><i>a. 2015 Budget Variance</i></p> <p>Director Chamblin provided background related to the establishment of the budget and board directed projects not included in the budget. Following some research Director</p>	<p><u>Motion made by Director Kahn, seconded Director Long, to approve purchase of Dr. Richards' Unit #360 at the appraised value of \$540,000 and authorize staff to enter into a purchase agreement for unit #360 at the appraised value of \$540,000. Passes unanimously.</u></p> <p><u>Motion made by Director Chamblin, seconded by Director</u></p>



SPECIAL MEETING OF THE BOARD OF DIRECTORS
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	<p>Chamblin concluded it is not uncommon or inappropriate to request a budget adjustment.</p> <p>Director Sessler asked for clarification related to what is triggering the variance. The variance is under professional fees related to the 1090 investigation and the contract compliance audit.</p> <p>Director Mohun indicated he did not believe the expense was unforeseeable and does not believe the projects to be board directed. Director Mohun asked for clarification as to how much the consulting law firm will cost TFHD for this project as he feels the fees are outrageous. Director Mohun made reference to a Hooper Lundy invoice with a billable on 7/9/14 indicating a phone conversation with Mr. Mohun at an expense of \$29,000. Indicating that the invoice did not have an itemization of what the expenditures are for. The Compliance Officer indicated a concern that the Board's discussion was entering into attorney/client items or privileged material that should not be discussed in open session.</p> <p>The Compliance Officer provided background related to the selection of the consulting firm and expressed concern that the Board was perhaps not cognoscente of the complexity of the project at the time staff was directed to complete a full physician contract review. Director Kahn confirmed that the Board directed this compliance review and that the multi-layer review of the contracts was specifically directed by Director</p>	<p><u>Long to approve self reporting to the SEC and to approve the related best practices policy. Passed unanimously.</u></p> <p><u>Motion made by Director Chamblin, seconded by Director Sessler, to approve adoption of Resolution 2014-04, 2015 Bond Refunding for the District's 2006 Revenue Bonds and its 2008 General Obligation Bonds.</u></p> <p><u>Roll Call Vote:</u> <u>Kahn - aye</u> <u>Chamblin - aye</u> <u>Mohun - aye</u> <u>Long - aye</u> <u>Sessler - aye</u></p>



SPECIAL MEETING OF THE BOARD OF DIRECTORS
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	<p>Mohun.</p> <p>Director Mohun was reminded by General Counsel not to share closed session confidential information while in open session.</p> <p>The Compliance Officer recommends that for any future board directed projects have staff compile a project plan, with estimated budget prior to proceeding.</p> <p>Director Mohun stated that he recommended the Latham firm as they were unaffiliated with the hospital. Hooper Lundy & Bookman is working off of a 2011 engagement letter and was asked to present to the Board on an unrelated topic at the last board meeting. Director Kahn reminded the Board that Director Mohun was the one directing the complexity of the compliance review.</p> <p>It was noted that the compliance review project was not an entirely board directed process but was increased in scope by the Board Chair.</p> <p>Discussion took place regarding the implications of approving a budget variance and whether this has been done in the past.</p> <p>Director Mohun stated the district should be compliant, and that staff should have provided an update each month related to the cost of professional fees.</p>	



SPECIAL MEETING OF THE BOARD OF DIRECTORS
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	<p>Director Kahn reminded the Board that staff did not believe there was a compliance issue and it was the Board’s action to pursue the compliance audit. This was confirmed by Director Chamblin.</p> <p>The CEO reminded the Board that Management was excused from participating in the Board meeting during which this item was discussed. Management remained separate and CEO questions why the Board is directly addressing staff when they were directed to remain outside the audit process. The Board was reminded to utilize the Just Culture process to learn how to manage these types of projects if they arise in the future.</p> <p>Director Mohun disagreed that staff had to stay out of this issue, stating that managing the project is a core competency expected of management.</p> <p>Director Kahn shared that the CFO reported in finance committee the estimated cost at the September meeting. The CFO added that the estimated costs had been brought forward to Finance Committee 3 months in a row.</p> <p>It was noted that the Finance Committee needs to communicate more effectively with the Board.</p> <p>Discussion took place regarding the management’s separation of the compliance project.</p>	



SPECIAL MEETING OF THE BOARD OF DIRECTORS
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	<p>Director Mohun indicated his belief that the Board should have signed the contract. Director Sessler expressed concern that Director Mohun is protesting and revising history. It is disingenuous for the Board and its members to say this work needs to be done and then say “we don’t want to pay for it.”</p> <p>Director Chamblin reserves the right to revisit the topic.</p> <p>b. Purchase of Medical Office Building Suite 360 Rick McConn provided an overview of the Medical Office Building across the street from the hospital. The hospital has a right of first refusal on any available unit. Dr. Richards has indicated his intent to retire and interest in selling his office suite.</p> <p>Two appraisal reviews have been done on the unit and they agree on the identified value of the unit. The purchase of the unit would give the hospital ownership of the entire third floor and help facilitate some of the off campus moves associated with the facility master plan.</p> <p>This Issue was presented to, and is supported by, the finance committee. Cost of the unit would result in a loss of two days cash on hand. No identified downside to the purchase of the space. Unfinished space of approximately 500 sf not currently being used. This unused space is accessible only through Dr. Richards' space. The unit does not currently meet the OSPHD 3 requirements but is self sustaining in its current state.</p>	



SPECIAL MEETING OF THE BOARD OF DIRECTORS
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	<p>The Freeman White study underway as part of the facilities master plan will help determine the appropriate use for the entire third floor space.</p> <p>Discussion took place related to the appraisals and comparables to other units sold in the building. Discussion took place related to any potential impact on the sublet tenants.</p> <p>Director Mohun recommends this topic moved to Closed Session for a more robust discussion. Per general counsel, a negotiation can be identified and topic moved into closed session for further analysis.</p> <p>Discussion took place regarding the process related to the right of first refusal.</p> <p>c. Municipalities Continuing Disclosure Cooperation Initiative (MCDC) Questionnaire for Self-Reporting Entities Financial Advisory, Gary Hicks, was introduced. Mr. Hicks has been a financial advisor with TFHD for many years; primarily involved in bond issuance and adopting good/better/best for the organizations bond rating.</p> <p>Mr. Hicks provided background related to the SEC continued disclosure requirements.</p> <p>Two Municipalities Continuing Disclosure Cooperation Initiative</p>	



SPECIAL MEETING OF THE BOARD OF DIRECTORS
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	<p>(MCDC) Questionnaires for Self-Reporting Entities were reviewed with the Board. Issues of some quarterly and/or annual reporting for the District being late in 2010 and 2012.</p> <p>Of the two underwriters involved, it was determined that Citibank self reported and Wells Fargo did not. It became in the District's self interest to self report once one of the underwriters did so. There will be no material monetary impacts for the District to self report.</p> <p>District Counsel provided some addition background indicating that by self reporting the District is likely to have to enter into some form of settlement agreement with the SEC. May not be monetary but could include some other compliance agreement such as additional training.</p> <p>Discussion related to the potential impact of the information not being available to the secondary market.</p> <p>TFHD feels confident that all that could have been done to confirm compliance was done. The District can document that we have been within the 30 day required window to file (within a few days) in all cases, with the exception of the period during the system conversion; all reports have been filed those were simply late due to the data not being available. One additional situation resulted from information needed from the county not being available on a timely basis.</p>	



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	<p>The CFO and Director of Finance will put together a binder for the SEC should they ask for it. SEC will likely require that entities who self report agree to certain procedures to ensure compliance. A document entitled “Post-Issuance Compliance Procedures for Outstanding Tax-Exempt Bonds” was provided for review and discussion. Mr. Hicks walked through the various steps the District will take to address the post-issuance compliance.</p> <p>In the future the District will set in place policies and procedures that will identify best practice and responsible party. One step in the policy will require that the District looks on the EMMA site to ensure the information has been posted, otherwise the District will report directly to the SEC.</p> <p>Recommendation made for Board approval to self report and adoption of the Post-issuance compliance procedure for outstanding tax-exempt bonds policy.</p> <p>The TFHD self reporting deadline is December 1st.</p> <p>d. Refinancing of Bonds – 2006 Revenue Bond & 2008 GO Bond Series A Mr. Hicks provided a summary of the opportunity to refinance outstanding debt obligations. Refinancing will not extend the maturity date of either bond.</p> <p>Recommendation to adopt Resolution No. 2014-04 2015 Bond</p>	



SPECIAL MEETING OF THE BOARD OF DIRECTORS
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	<p>Refunding for the District's 2006 Revenue Bonds and Its 2008 General Obligation Bonds.</p> <p>Other TFHD bonds are within the no call provision period that does not allow the District to refinance.</p> <p><i>Open session recessed at 8:38 p.m.</i> <i>Opens session reconvened at 8:44 p.m.</i></p>	
<p>17. Agenda Input For Upcoming Committee Meetings</p>	<p>There will be no Finance meeting in December.</p> <p>There will be one Personnel Committee decisions needed in December.</p> <p>Quality Committee is scheduled on January 22nd</p>	
<p>18. Board Members Reports/Closing Remarks</p>	<p>None.</p>	
<p>19. Closed Session Continued, If Necessary</p>		
<p>20. Open Session</p>		
<p>21. Report of Actions Taken in Closed Session</p>	<p>None.</p>	
<p>22. Adjourn</p>	<p>Meeting adjourned at 10:25 p.m.</p>	

pab



DATE: October 31, 2014

TO: Tahoe Forest Hospital District Board of Directors

FROM: Incline Village Community Hospital Foundation Board of Directors

SUBJECT: Request for new Board Member Approval – **Robert Heynen, William Guerra, & Roger Kahn** – and Board Member Term Renewal Approval

Dear District Board Members,

During the October 13, 2014 meeting of the IVCH Foundation Board of Directors, the Nominating Committee brought forth Skip Heynen, Bill Guerra, and Roger Kahn's names as potential new Board members (bios below). The full Board then unanimously approved their nomination. These candidates will maintain the membership of the IVCHF Board at 21 voting members. We hope to allow Mr. Guerra, Mr. Heynen, and Mr. Kahn an official Board seat at the December IVCH Foundation Board meeting.

We are also requesting approval of IVCHF Board Member term renewals. The minutes from the October 13, 2014 IVCHF Board Meeting, reflect the following action:

Board Members whose term is expiring at the end of December 2014 but who have agreed to continue to serve another term include:

- *Warren Kocmond*
- *Gerry Eick*
- *Lynn Gillette*
- *Ralph Kuhn*
- *Margo Lalchandani*
- *Manny Sylvester*
- *Stuart Jed*
- *Bob Kennedy*

Respectfully submitted on behalf of the Nominating Committee (Dave Collins, Margo Lalchandani, Mary Ansari, Warren Kocmond, Shane Johnson, and Bob Kennedy),

Dave Collins
IVCHF Nominating/Governance Committee Chair

cc: Judy Newland, IVCH Administrator & Michelle Schmitter, Development Manager

Robert 'Skip' Heynen

Graduate of University of California, Berkeley, School of Environmental Design with a degree in architecture, 1972

1974-1976

Internship with Harrison & Abramowitz, architects, NY, New York

1977 – 1989

Partnership with Builders Design Consultants, architects, Beirut, Lebanon and consultant to BufaliniMarmi, Carrara Italy, Builders Resources International, NY, New York and Marble Technics, NY, New York. Design, architectural consulting, construction management and building material supply to projects in the Middle East.

1991 – Present

Partner in Sierra Resources International, commodities trading (nonferrous metals), real estate development, architectural design and consulting. Partner in Sierra Holdings, real estate development, Partner in Red Gate LLC, real estate development, partner in Crystal Bay Holdings, real estate development. Partner in Stillwater Design Inc., interior design, design consulting, retail home furnishings (ended 2013).

After living in Italy 12 years while working on projects in the Middle East, moved back to the US in 1989 and worked as a consultant until forming a partnership, Sierra Resources International (SRI) in 1991. Established residency in Crystal Bay, NV in 1989 and moved here permanently in 1991. Extensive travel for SRI included 5 years in Sydney, Australia with regular travel into Asia. Most recently doing design consulting for a few long standing clients in the US and Europe.

William R. Guerra
345 Country Club Drive
Incline Village, NV 89451

Profile of William R. Guerra

Education:

- B S degree in Finance and Economics, Southern Illinois University
- MBA degree (Magna Cum Laude) De Paul University
- Certified Public Accountant.
- Real Estate broker in state of California

Experience:

- Over 25 years of corporate experience with NYSE companies
- Initially started as an accountant, rising to CFO & then president of entertainment division
- Upon leaving the corporate world owned several businesses, including selling X Ray machines in Romania, Dating Service with two locations in the San Francisco Bay area
- Developed and built luxury subdivisions, town homes, single-family homes, and apartment buildings in San Francisco & San Diego areas...
- Taught accounting in evenings at local college in Chicago area
- Currently president and CEO of Nevada Barrington Corp. which owns and develops income properties

Non Profit Experience

- Member of Finance Committee of Fairbanks Ranch Homeowners Association. Association for 600 plus luxury homes, parks, lake and club house
- Member of Finance Committee of Fairbanks Ranch Country Club. The club has 27 holes of golf and 10 tennis courts with about 500 members

Hobbies

- Avid tennis player, both singles and doubles
- Golf
- Travel

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/> RENEWAL <input type="checkbox"/> EXTENSION <input type="checkbox"/> BAA <input type="checkbox"/>	
ORIGINATING DEPARTMENT: Administration	CONTACT PERSON: Virginia A. Razo, COO PHONE: 530-582-3433
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO <input type="checkbox"/> CFO <input type="checkbox"/> COO <input checked="" type="checkbox"/> CNO <input type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>	
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> MEETING DATE: Straight to Board	COMMITTEE RECOMMENDS:
TYPE OF CONTRACT:	
Physician Professional Service Agreement (P-PSA) <input checked="" type="checkbox"/>	Type: EKG Services
Physician Medical Director Agreement (MDA) <input type="checkbox"/>	Type: _____
Vendor Professional Service Agreement (V-PSA) <input type="checkbox"/>	Type: _____
Other _____ <input type="checkbox"/>	Type: _____
❖ Business Associated Agreement Required? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>	
LEGAL NAME OF CONTRACTOR/ VENDOR: Joshua Scholnick, MD	
Purpose of the Contract/Alternatives: Physician agrees to participate in a panel of physicians who provide the review and interpretation of electrocardiograms ("EKG Services") for the Hospital patients.	
Scope of the Contract: Per agreed upon shifts, and upon request for consultation by a referring physician, EKG interpretation will be provided under Agreement by Dr. Scholnick.	
Term of the contract is 3 years.	
DATES OF CONTRACT:	EFFECTIVE DATE: 12/17/14 END DATE: 12/16/17
Version History:	Original Effective date: Renewal Dates: Eligible to auto renew for one consecutive 3 year term Amendment Dates:
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR	
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> Forty (\$40.) dollars for each EKG interpretation.	
Contract Term: <i>(anything other than Net 30 requires AC approval)</i>	
Total Cost of Contract:	\$40 per EKG interpretation
Compensation Audit Process:	See Policies AGOV-10 and ABD-21
Is Cost of Contract Budgeted?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
If NOT budgeted or exceeds budgeted amount, identify the offset:	
TFHS Primary Responsible Party:	Virginia A. Razo, COO
TFHS Secondary Responsible Party:	Terri Schnieder, Director of Medical Staff Services

ORIGINATING DEPARTMENT: Administration	CONTACT PERSON: Virginia A. Razo, COO Phone: 530-582-3433
-------------------------------------------	--------------------------------------------------------------

LEGAL NAME OF CONTRACTOR/ VENDOR: Joshua Scholnick, MD

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: <i>[Signature]</i>
Fair Market Value Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	<i>[Signature]</i>

CONTRACTOR INFORMATION	
Contractor Representative Name:	Joshua Scholnick, M.D.
Mailing Address:	10307 Kimque Ct, Truckee, CA 96161
Telephone and Fax Number:	Phone: 530-563-8737 Fax: NA
Email Address of Contact:	jscholnick@tfhd.com
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION
W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION

Management requesting an approval for a 3 year contract.
 Letter of Agreement format used to be consistent with other existing EKG agreements

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:

W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.

Contracts Review: _____ Date Initials CFO Review: _____ Date Initials	BOARD ACTION: _____ Out for TFHD Signature: _____ Date: _____ Out for Vendor Signature: _____ Date: _____ Uploaded to Contracts System: _____ Date: _____	MEETING DATE: Receive Date: _____ Receive Date: _____ Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
	CONTRACT #: _____ (i.e. 10001)	Document Reference: _____ (i.e. #####.C)



P.O. Box 759 Truckee, CA 96160 (530) 587-6011
880 Alder Ave. Incline Village, NV 89451 (775) 8334100

November 25, 2014

Joshua Scholnick, M.D.
10978 Donner Pass Rd
Truckee, California 96161

Dear Dr. Scholnick:

This letter (“Letter Agreement”) between you and the Tahoe Forest Hospital District (the “Hospital”) sets forth the terms and conditions under which you agree to participate in a panel of physicians who provide the review and interpretation of electrocardiograms (“EKG Services”) for the Hospital patients. Your signature below will indicate your agreement to these terms:

1. This Letter Agreement is effective on DECEMBER 17, 2014, and will remain in effect for 3 years and then will automatically renew for not more than one (1) successive three-year period unless written notice of termination is given pursuant to the terms of this Letter Agreement. This Letter Agreement may be terminated by either party at any time, without cause and without cost or penalty, upon the provision of seven (7) days’ prior written notice to the other party. This Letter Agreement may also be terminated immediately by the Hospital upon your breach of any term set forth herein. Except as set forth below in this paragraph 1, the termination of this Letter Agreement will: (1) not affect your standing as a member of the Hospital’s Medical Staff, and (2) will not provide you with any right to a fair hearing or any other rights more particularly set forth in the Medical Staff Bylaws; provided, however, that in the event the termination of this Letter Agreement is due to a medical disciplinary cause or reason (as that term is defined in California Business & Professions Code Section 805), your standing as a member of the Medical Staff may be affected and you shall be entitled to the fair hearing rights set forth in the Medical Staff Bylaws.
2. You will personally perform EKG Services as requested by the Hospital. You will perform such EKG Services in accordance with an EKG panel schedule to be established by the Hospital and agreed upon by you (“Panel Schedule”). Absent the prior written approval of the Hospital, you will not subcontract or enter into any other arrangement with any other provider regarding the provision of EKG Services for Hospital patients. During the term of this Letter Agreement you will maintain the requisite training and experience to provide the EKG Services, consistent with generally accepted medical standards of practice in the communities served by the Hospital, and further shall maintain on an unrestricted

basis: (1) a valid and unrestricted California license to practice medicine; (2) valid and unrestricted federal DEA registration; (3) Medical Staff membership and appropriate clinical privileges at the Hospital; (4) certification or evidence of eligibility for certification by the American Board of Cardiology, and such other certification as may reasonably be required by the Hospital; (5) status as a participating provider in the Medicare and California Medi-Cal programs; and (6) professional liability insurance in such coverage amounts required under the Hospital's Medical Staff Bylaws, Rules and Regulations from time to time.

3. You represent and warrant that you have never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; you have never been excluded or suspended from participation in, or sanctioned by, any plan or program providing health care benefits, whether directly through insurance or otherwise, that is funded directly, in whole or part, by the United States Government (other than the Federal Employees Health Benefits Program), or any State health care program, including without limitation the Medicare or Medi-Cal programs; that you have never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; and that your medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason.
4. The EKG Services provided by you under this Letter Agreement will be provided in accordance with all applicable (1) laws, rules and regulations, (2) accreditation standards, (3) policies and procedures of the Hospital, and (4) standards set forth in the Hospital's Medical Staff Bylaws, Rules & Regulations.
5. The Hospital will pay you compensation for the EKG Services in the amount of forty (\$40.) dollars for each EKG interpretation performed by you. Such compensation shall be the sole and exclusive compensation for EKG Services provided by you under this Letter Agreement. You agree that you will not bill any patients or third-party payors for any of the EKG Services.
6. Your compensation will be computed on a monthly basis, and a check will be issued by the Hospital on or before the 10th day of the month following the month during which the EKG Services were provided by you. The Hospital's obligation to pay compensation in the amount and within the time period provided by the Letter Agreement shall be subject to (1) your preparation and maintenance of proper and accurate medical records, (2) your delivery to the Hospital of such other information reasonably required by the Hospital to document the EKG Services provided by you under this Letter Agreement, and (3) regulatory compliance with applicable laws and regulations.
7. You assign to the Hospital all rights to bill and collect all professional fees from your performance of EKG Services under the terms of this Letter Agreement. The Hospital or its agent shall bill and collect the charges for all EKG Services rendered by you. You agree that all charges and accounts receivable for such services you render pursuant to this Letter Agreement shall be the sole and

exclusive property of the Hospital. You shall cooperate with Hospital in promptly completing all records, reports and claim forms required to be completed in order for Hospital to bill and be reimbursed by patients and/or third party payors.

8. The EKG Services will be performed by you commencing at 9:00 AM on each day you are scheduled to provide EKG Services pursuant to the Panel Schedule; provided, however, that nothing contained herein shall be deemed to provide you with (1) exclusive or special rights regarding the provision of EKG Services for Hospital patients, or (2) a right to provide any, or any specified number of, EKG interpretations.
9. You will be compensated only for EKG Services requested by physicians who are on the Hospital Medical Staff and who are not on the current list of "EKG Test Privileges 2014" (see attached Exhibit A), as such list will be updated from time to time by the Hospital. In no event will you be reimbursed for interpreting EKGs that you have ordered.
10. This Letter Agreement is conditioned on your compliance with all applicable laws, rules and regulations, including, without limitation, those relating to medical records, patient confidentiality and privacy and participation in government health care programs, including the Medicare and California Medi-Cal programs.
11. You acknowledge and agree that you are a health care provider as defined under the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder ("HIPAA"). You will comply with Hospital's HIPAA-related policies, procedures and notice of privacy practices and, if requested by Hospital during the term of this Agreement, you will participate in an "Organized Health Care Arrangement," ("OHCA") as such term is defined under HIPAA.
12. Nothing in this Letter Agreement or in any other written or oral agreement between Hospital and you, nor any consideration offered or paid in connection with this Letter Agreement, contemplates or requires the admission or referral of any patients or business to the Hospital or any affiliate of the Hospital. This Letter Agreement is not intended to influence you in choosing the Hospital or other health care facility or provider deemed by you to be best qualified to deliver goods or services to any particular patient. Your rights under this Agreement shall not be dependent in any way on the referral of patients or business to the Hospital or any Hospital affiliate.
13. You will maintain complete and accurate books and records regarding all EKG Services provided by you under this Letter Agreement. You will retain such books and records for a period of six (6) years following the termination or expiration of this Agreement and any extension or renewal thereof. You will also make available such books and records to Hospital, the Secretary of the U.S.

Department of Health and Human Services, the Comptroller General, other appropriate regulatory agencies, or any of their duly authorized representatives.

14. In the performance of your work, duties and obligations under this Letter Agreement, it is mutually understood and agreed that you are at all times acting and performing as an independent contractor, and nothing in this Letter Agreement is intended nor shall be construed to create between you and the Hospital an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. The Hospital shall not exercise any control or direction over the methods by which you perform the services required hereunder or any professional services provided by you, whether provided at the Hospital or elsewhere. The sole interest and responsibility of the Hospital is to ensure that the operation of the service and care provided to patients will be performed and rendered in a competent, efficient, and satisfactory manner. Your standards of medical practice and professional duties shall be determined by the Hospital's Medical Staff.
15. The validity, interpretation, and performance of this Agreement will be governed by and construed in accordance with the laws of the State of California.

You acknowledge and agree that as a recipient of federal financial assistance, Hospital may not exclude/deny benefits to or otherwise discriminate against any person on the grounds of race, color, national origin, sex, sexual orientation or religion, or on the basis of disability or age in admission to, participation in or receipt of the services and benefits of any of its programs and activities or in the employment therein, whether carried out by Hospital directly or through a contractor or any other entity with whom the Hospital arranges to carry out its programs and activities. This statement is in accordance with the provision of the Title VI of the Civil Rights Act of 1965, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, American with Disabilities Act (ADA) of 1990, the regulations of the United States Department of Health and Human Services issued pursuant to the Acts, Title 45 Code Of Federal Regulation, Part 80, 84 and 91, and the California Fair Employment and Housing Act. Other federal and state laws and regulations provide similar protection against discrimination on grounds of sex and creed.

TAHOE FOREST HOSPITAL DISTRICT:

By: _____
Robert A. Schapper

Date: _____

AGREED:

By: _____
Joshua Scholnick, M.D.

Date: _____

EXHIBIT A to EKG Letter Agreement between TFHD & Dr. Scholnick

The following TFHD Medical Staff Members have been granted EKG Test Privileges as of September 2014 and thus can interpret the EKGs of their own patients.

Gina Barta, MD

Lisanne Burkholder, MD

Richard Ganong, MD

Reini Jensen, MD

Johanna Koch, MD (privileges at Incline Village Community Hospital)

Ahrin Koppel, MD

Paul Krause, MD

Tim Lombard, MD

Gregg Paul, MD

Daniel Peterson, MD (privileges at Incline Village Community Hospital)

Jeanne Plumb, MD

Scott Samelson, MD

Joshua Scholnick, MD

Heidi Standteiner, MD

Gregory Tirdel, MD

NOTE: All Emergency Medicine Physicians at Tahoe Forest Hospital & Incline Village Community Hospital have privileges to read resting EKGs of their own patients.

Surgery Department recommends that surgeons NOT read EKG's of their own patients.



CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/>		AMEND SCOPE <input type="checkbox"/>	AMEND TERM <input type="checkbox"/>	AUTO RENEW <input type="checkbox"/>	BAA <input type="checkbox"/>
ORIGINATING DEPARTMENT: Home Health Services		CONTACT PERSON: Karen Gancitano, Administrative Director PHONE: 530-582-6316			
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		CEO <input type="checkbox"/>	CFO <input type="checkbox"/>	COO <input type="checkbox"/>	CNO <input checked="" type="checkbox"/>
		CIO <input type="checkbox"/>	IVCH <input type="checkbox"/>	REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> MEETING DATE: Straight to Board COMMITTEE RECOMMENDS:	
TYPE OF CONTRACT:					
Physician Professional Service Agreement (P-PSA)		<input type="checkbox"/> Type: _____			
Physician Medical Director Agreement (MDA)		<input checked="" type="checkbox"/> Type: Tahoe Forest Home Health Medical Director Services			
Vendor Professional Service Agreement (V-PSA)		<input type="checkbox"/> Type: _____			
Other _____		<input type="checkbox"/> Type: _____			
❖ Business Associated Agreement Required?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>					
LEGAL NAME OF CONTRACTOR/ VENDOR: Gina Barta, M.D.					
Purpose of the Contract/Alternatives: This contract was approved by the Board on 11/18/14 with a rate of pay at \$100 per hour. Prior to execution, Dr. Barta requested to renegotiate the terms of compensation; the new terms are reflected herein.					
Scope of the Contract: Director will monitor the quality and appropriateness of care provided to patients per Exhibit A of this contract.					
DATES OF CONTRACT:		EFFECTIVE DATE: January 1, 2015		END DATE: December 31, 2017	
Version History:		Original Effective date: 1/1/2015 Renewal Dates: Amendment Dates:			
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR					
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> Compensation rate will increase from \$100/hour to \$129/hour with a maximum of 2 hours per month.					
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> Net 30					
Total Cost of Contract:		\$9,288 per three year term			
Compensation Audit Process:		See Policies AGOV-10 and ABD-21			
Is Cost of Contract Budgeted?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
If NOT budgeted or exceeds budgeted amount, identify the offset:					
TFHS Primary Responsible Party:		Karen Gancitano, Administrative Director of Post-Acute Services			
TFHS Secondary Responsible Party:		Judith Newland, Chief Nursing Officer			

ORIGINATING DEPARTMENT: Home Health Services	CONTACT PERSON: Karen Gancitano, Administrative Director Phone: 530-582-6316
-------------------------------------------------	---------------------------------------------------------------------------------

LEGAL NAME OF CONTRACTOR/ VENDOR: Gina Barta, M.D.

REQUIRED COMPLIANCE INFORMATION

Commercially Reasonable Verified	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: <i>AMH per e-mail from Gail Betz</i> <i>AMH per e-mail from Gail Betz</i>
Verified within Fair Market Value	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION

Contractor Representative Name:	Gina Barta, M.D.	
Mailing Address:	10649 Jeffrey Pine Rd. / Office 10115 West River Street, Truckee, CA 96161	
Telephone and Fax Number:	Phone: 530-583-5378	Fax: 530-583-1826
Email Address of Contact:	ginabarta@me.com	
Accounts Receivable Representative:		

REQUIRED FINANCIAL INFORMATION

W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION

Previous contract dated June 30, 2004 has been in hold-over to allow for review.

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:

W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.

Contracts Review: _____ Date Initials	BOARD ACTION: _____	MEETING DATE: _____
	Out for TFHD Signature: _____ Date: _____	Receive Date: _____
CFO Review: _____ Date Initials	Out for Vendor Signature: _____ Date: _____	Receive Date: _____
	Uploaded to Contracts System: _____ Date: _____	Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
	CONTRACT #: _____ (i.e. 10001)	Document Reference: _____ (i.e. #####.C)

Hoffman, Ashly

AHH 12/11/14

From: Betz, Gail
Sent: Thursday, December 11, 2014 11:45 AM
To: Hoffman, Ashly
Cc: Barrett, Patricia
Subject: Fwd: Barta. MDA and CRF
Attachments: image001.gif; BARTA_HomeHealthMedDir 2014.docx; BARTA-Gina_MD HH Dir_Contract Routing Form _2015-01-01.pdf

Approved for FMV and CR.

Gail

Sent via the Samsung GALAXY S®4, an AT&T 4G LTE smartphone

----- Original message -----

From: "Hoffman, Ashly" <AHoffman@TFHD.COM>
Date: 12/11/2014 10:29 AM (GMT-08:00)
To: "Betz, Gail" <gbetz@TFHD.COM>
Cc: "Barrett, Patricia" <pbarrett@TFHD.COM>
Subject:

Attached is the Barta MDA. You had previously signed off on this contract earlier this week. The contract has NOT changed, only the contract routing form has been updated.

Ashly M. Hoffman

Contracts Coordinator

ahoffman@tfhd.com



P.O. Box 759

Truckee, CA 96160

(530) 582-6384 tel.

(530) 582-3567 fax

TAHOE FOREST HOSPITAL DISTRICT
MEDICAL DIRECTOR AGREEMENT
HOME HEALTH SERVICES

This Agreement is effective on 1st day of January, 2015 by and between Gina Barta, MD (hereinafter referred to as "DIRECTOR") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates a state licensed Medicare certified home health agency called Tahoe Forest Home Health Services (hereinafter referred to as "AGENCY"). The DISTRICT desires to enter into an agreement with DIRECTOR to monitor the quality and appropriateness of care provided to patients of the AGENCY. The DIRECTOR is licensed to practice medicine in the State of California. The DISTRICT is desirous of engaging DIRECTOR to perform such directorship duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. Responsibilities: During the term of this Agreement, the DIRECTOR shall serve as the DIRECTOR of the AGENCY and shall perform the duties and obligations as are set forth in the Home Health Medical Director Job Description attached hereto as Exhibit A.
2. Compensation: DISTRICT shall pay DIRECTOR the sum of one hundred and twenty-nine dollars per hour (\$129.00), not to exceed two hundred and fifty-eight dollars per month (\$258.00), payable on the 15th day of the month immediately following the month during which Directorship services are rendered by DIRECTOR. DIRECTOR will submit monthly an invoice, attached as Exhibit B, detailing services rendered under this Agreement.
3. Term: Subject to earlier termination as provided hereafter, this agreement shall begin January 1, 2015 and continue for a period of three (3) years.
4. Termination: This Agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:

DISTRICT
Tahoe Forest Hospital District
P.O. Box 759
Truckee, California 96160

DIRECTOR
Gina Barta, MD
10649 Jeffrey Pine Road
Office 10115 West River Street
Truckee, CA 96161

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United State mail, postage prepaid.

5. Independent Contractor: DIRECTOR shall perform the services and duties required under this Agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with, DISTRICT.
6. DISTRICT's Obligations: DISTRICT shall provide services to patients according to the DISTRICT policies. DISTRICT retains all responsibility and authority for the patient/family admission process, assessment, ongoing assessment, development, review and revision of plan of care, interdisciplinary group conferences, coordination, supervision and evaluation of patient care, scheduling of visits or hours and discharge planning. DISTRICT retains professional and administrative responsibility for the services rendered.
 - A. Home Health Director will provide DIRECTOR with an in depth orientation to the Home Health Program. Additional materials will be provided, as needed, throughout the term of the agreement. The Home Health Director will be accessible to the DIRECTOR and will facilitate coordination and continuity of services to patients.
 - B. Tahoe Forest Home Health will ensure the quality and utilization of services in accordance with its quality management program.
 - C. Tahoe Forest Home Health will provide DIRECTOR with any changes to these rules, regulations and standards and allow the DIRECTOR at least thirty (30) days to meet these changes.
7. Compliance With Laws and Regulations: DIRECTOR at all times while performing hereunder shall be licensed to practice medicine in the State of California, and will maintain Active Staff privileges on the DISTRICT's Medical Staff to perform duties in the AGENCY. DIRECTOR shall perform duties in a timely manner and in accordance with DISTRICT policies and Medical Staff Bylaws, Rules and Regulations and Tahoe Forest Home Health policies. In addition, DIRECTOR shall comply with the laws of the State of California and the Ethics Of the American Medical Association. DIRECTOR will comply with educational requirements and adhere to personnel qualifications.
8. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that DIRECTOR shall

be covered under DISTRICT's comprehensive liability insurance while performing as DIRECTOR hereunder. DIRECTOR shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the state and approved by the DISTRICT with limits not less than \$1,000,000.

9. Access To Books and Records Of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the DIRECTOR will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is governed by the requirements of the Public Law 96-+99, Sec 952 (Sec. 1861 (v)(1) of the Social Security Act) and the regulation promulgated thereunder.
10. Entire Agreement: This Agreement contained the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first written above.

TAHOE FOREST HOSPITAL DISTRICT:

BY: _____
Robert A. Schapper, CEO

DATE: _____

HOME HEALTH SERVICES DIRECTOR:

BY: _____
Gina Barta, MD

DATE: _____



EXHIBIT A

MEDICAL DIRECTOR
Policy No:2003.1

TITLE: Medical Director
REPORTS TO: Director Home Health

QUALIFICATIONS

1. Holds current license to practice medicine in the State.
2. Has at least three years experience in the practice of medicine.
3. Is familiar with the philosophical and technical aspects of home health care.
4. Has ability to work as member of the home care team.
5. Has excellent communication skills.
6. Is familiar with principles of quality management and ethical issues in home health care.

RESPONSIBILITIES AND DUTIES

1. Provides medical consultation to all agency personnel and advises Agency on pertinent ethical and clinical issues.
2. Actively participates in patient care conferences as needed.
3. Provides consultation with patient's/client's attending physician and available for consultation as needed.
4. Actively participates in on Professional Advisory Committee.
5. Understands regulations and standards particular to licensing, certification, and accreditation by state, federal and other agencies.
6. Provides in-service to agency personnel.
7. Provides presentations at training orientation sessions, and community forums, as needed.
8. Accepts and performs other related duties and responsibilities as required.



TAHOE FOREST HEALTH SYSTEM
SERVICE TIME LOG - TAHOE FOREST HOSPITAL DISTRICT

EXHIBIT B

Name: _____, MD or DO

Contract Role: [e.g. Medical Director, etc.]: _____

Physician: Each month please complete & submit this log for services you rendered. Please add more pages to this log if needed to ensure all dates, times, services are listed. If you use a computer/phone application, please attach and sign this log to the documentation generated by the program. Thank you.

Date of Service	Description of Services as specified by the contract	Hours

Total time: _____ hours @ \$_____/hour = Total balance due \$_____

I hereby attest that I personally performed all of the services listed for the time periods indicated and that there has been no duplication of hours or services. I declare that the above statement is true and accurate to the best of my knowledge.

Physician's signature: _____ Date _____

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/>		AMENDMENT <input type="checkbox"/>	RENEWAL <input type="checkbox"/>	EXTENSION <input type="checkbox"/>	BAA <input type="checkbox"/>
ORIGINATING DEPARTMENT: Medical Staff Services		CONTACT PERSON: Terri Schnieder, Director PHONE: 582-6640			
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		CEO <input checked="" type="checkbox"/>	CFO <input type="checkbox"/>	COO <input type="checkbox"/>	CNO <input type="checkbox"/>
		CIO <input type="checkbox"/>	IVCH <input type="checkbox"/>		
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW?		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	MEETING DATE: Straight to Board	
				COMMITTEE RECOMMENDS: Pending	
TYPE OF CONTRACT:					
Physician Professional Service Agreement (P-PSA)	<input checked="" type="checkbox"/>	Type:	UC Davis Rural PRIME: Community Project Director		
Physician Medical Director Agreement (MDA)	<input type="checkbox"/>	Type:			
Vendor Professional Service Agreement (V-PSA)	<input type="checkbox"/>	Type:			
Other _____	<input type="checkbox"/>	Type:			
Business Associated Agreement Required?		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>		
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>					
LEGAL NAME OF CONTRACTOR/ VENDOR: Reini Jensen, M.D.					
Purpose of the Contract/Alternatives: Assist the UC Davis Rural PRIME Director to coordinate the individual student's Primary Care Community Project with the Clerkship Director and /or TFHD UC Davis Rural PRIME Coordinator.					
Scope of the Contract: Assist the UC Davis Rural PRIME medical student with their primary care community project development, time line, implementation and documentation based on the established needs of the community. Observe students as they interact with community members, direct student to appropriate resources for in depth learning and provide formative and summative feedback. This duty is in addition to the preceptor and clerkship director roles.					
DATES OF CONTRACT:		EFFECTIVE DATE: 1/1/15	END DATE: 12/31/17		
Version History:		Original Effective date: Renewal Dates: Amendment Dates:			
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR					
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> Physician shall be paid \$119.00 per hour for maximum of 4 hours per month.					
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> Net 30 days					
Total Cost of Contract:		Maximum of \$17,136 per three year term			
Compensation Audit Process:		See Policies AGOV-10 and ABD-21			
Is Cost of Contract Budgeted?		YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
If NOT budgeted or exceeds budgeted amount, identify the offset:					
TFHS Primary Responsible Party:		Robert Schapper, CEO			
TFHS Secondary Responsible Party:		Terri Schnieder, Director of Medical Staff Services			

ORIGINATING DEPARTMENT: Medical Staff Services	CONTACT PERSON: Terri Schnieder, Director Phone: 582-6640
----------------------------------------------------------	---------------------------------------------------------------------

LEGAL NAME OF CONTRACTOR/ VENDOR: Reini Jensen, M.D.

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input type="checkbox"/> No: <input type="checkbox"/> Fair Market Value Verified Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: 

CONTRACTOR INFORMATION	
Contractor Representative Name:	Reini Jensen, M.D.
Mailing Address:	10115 West River Street
Telephone and Fax Number:	Phone: 530-581-8864 Fax: 530-587-0974
Email Address of Contact:	rjensen@tfhd.com
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION
W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION
Exhibit B revised Time Log Annual cost of contract less than \$25,000 per year

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:	
W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	<i>Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.</i>

Contracts Review:	_____	_____
Date	Initials	
CFO Review:	_____	_____
Date	Initials	

BOARD ACTION:	MEETING DATE:
Out for TFHD Signature: _____ Date: _____	Receive Date: _____
Out for Vendor Signature: _____ Date: _____	Receive Date: _____
Uploaded to Contracts System: _____ Date: _____	Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
CONTRACT #: _____ (i.e. 10001)	Document Reference: _____ (i.e. #####.C)

TAHOE FOREST HOSPITAL DISTRICT
PROFESSIONAL SERVICES AGREEMENT
RURAL PRIME PRIMARY CARE COMMUNITY PROJECT SITE DIRECTOR

This Agreement for Rural PRIME Primary Care Community Project Site Director ("Agreement") is entered into effective the 1st day of January 1, 2015, between Tahoe Forest Hospital District, a California local health care district ("District") and Reini A. Jensen, M.D. ("Director") under the terms and conditions set forth below.

I. BACKGROUND

District has entered into that certain "Rural PRIME affiliation agreement" ("Affiliation Agreement") with the Regents of the University of California, Davis Medical Center and School of Medicine ("UCD") under which District's facilities shall operate as one of several sites for the training of medical students in a rural clerkship program ("Rural-PRIME Program"). The rural facilities at which the program is provided are each known as a "UC Davis PRIME Site" ("PRIME Site"), and the facilities of District are designated as a PRIME Site pursuant to the Affiliation Agreement. Among the requirements for designation as a PRIME Site, District is required to provide a Director to perform certain responsibilities in connection with its designation as a PRIME Site. In order to fulfill such requirements, Director and District hereby agree as follows:

II. AGREEMENT

A. Director Qualifications. Director shall be subject to the initial and ongoing approval of District, and shall have and maintain at all times during the term of this Agreement:

1. An unrestricted license to practice medicine in the State of California.
2. Unrestricted privileges as a member of the active medical staff of Tahoe Forest Hospital.
3. Certification, or eligibility for certification, by the American Board in Director's field of practice.
4. Status as a participating provider in or eligible to participate in, and not subject to any suspension or exclusion from, Medicare and Medi-Cal.
5. Status as a member of the adjunct volunteer clinical faculty of UCD, with currency in all applicable requirements, including, without limitation, the provision of not less than 50 hours of teaching per annum.
6. Demonstrated experience, training, and aptitude acceptable to District in the following areas:
 - a) Clinical and academic experience, along with skills, willingness and time, sufficient to ensure the effective implementation of the clerkship program requirements;
 - b) A commitment and dedication to the education of medical students who have an interest in becoming rural medical practitioners, with the ability to mentor young people and communicate effectively;
 - c) Prior experience in teaching undergraduate and/or graduate medical students or nurses;

- d) Personal professional practice as a clinician that reflects the broad scope of patients by age and disability common to rural medical practice;

B. Director Responsibilities. Director shall be responsible for all of the following at the District's PRIME Site:

1. Coordinate the individual student's Primary Care Community Project
2. Assist the student with Primary Care Community Project development, timeline for completion, implementation, and documentation
3. Willingness and ability to observe students as they interact with community members, direct students to appropriate resources for in-depth learning, and provide formative and summative feedback
4. Assist/encourage the student to note in the clerkship logbook their Primary Care Community Project progress
5. Complete forms with the provision of student feedback
6. Provide appropriate feedback to the medical student
7. Input student feedback into the E-value system as requested
8. Create and maintain a positive learning environment for students and staff
9. Use reasonable best efforts to participate in all of the following:
 - a) Telemedicine and simulation
 - b) Day-to-day student issues:
 - i. Student mistreatment policy
 - ii. LCME Competencies for the clerkships
 - iii. E-Value, the on-line student evaluation system
 - iv. How to be a good Director

III. COMPENSATION

For her services provided herein, Director shall be compensated at the rate of One Hundred and Nineteen Dollars (\$119.00) per hour for a maximum of four (4) hours per month. Director shall maintain accurate and complete time logs recording the number of hours spent on a daily basis in fulfilling her responsibilities under this Agreement. Payment to Director is specifically conditioned upon Director's completion and submission to District of such records. District will specify the form and reasonable timeline for submitting the required records. Payment will be denied if student feedback in the E-value system is not completed within 72 hours following each request as required above. Director shall permit District access to her time logs at any time during regular business hours of District for the purpose of auditing the maintenance and accuracy of such contemporaneous records. District shall remit payment due to Director within ten (10) working days of receiving monthly time logs. In the event of any dispute by District regarding the accuracy of any time recorded, District may withhold payment for any amounts in dispute. District shall notify Director as soon as possible, but not later than within ten (10) working days of receiving any time logs, of any dispute or question regarding the accuracy of any time submitted, and District and Clerkship shall meet and confer within ten (10) days thereafter to resolve any dispute or question in good faith.

IV. TERM AND TERMINATION

This Agreement shall be for a term of three (3) years, commencing January 1, 2015, and ending on December 31, 2017. This Agreement may be terminated at any time: (a) by either

party upon sixty (60) days prior written notice to the other party for any reason or no reason; or (b) by District, in the event Director fails to meet the requirements stated herein, or in any way jeopardizes the safety of patients. In the event this Agreement is terminated before the end of the initial year, the parties shall not enter into a similar agreement on different financial terms for a period of one year.

V. INSURANCE

Director shall, at her sole cost and expense, insure her activities in connection with this Agreement and shall obtain, keep in force and maintain professional liability insurance on a claims made or occurrence basis in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. In the event Director ceases to maintain continuous coverage through the lapse of a "claims made" policy in the above-Stated amounts covering the period of this Agreement, Director shall purchase appropriate extended reporting "tail" coverage for at least five (5) years following the termination or expiration of this Agreement to fulfill his/her/its insurance obligation hereunder. The requirements of this paragraph shall survive the termination or expiration of this Agreement.

VI. INDEPENDENT CONTRACTOR

Director is an independent contractor with respect to District. Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. District shall not withhold, nor be liable for amounts related to income tax, payroll tax or any other tax of any kind. It is understood that:

Director will not be treated as an employee of District or any of its affiliates for any purpose;

District will not withhold or pay on behalf of Director any sums for income tax, unemployment insurance, social security or any other withholdings pursuant to any law or requirement of any governmental body, and all such payments are solely the responsibility of Director;

In the event the Internal Revenue Service, State of California Franchise Tax board, or any other governmental agency should question or challenge Director's independent status, the parties hereto mutually agree that District shall have the right to participate in any discussion or negotiation occurring with such agencies, irrespective of whom or by whom such discussions or negotiations are initiated;

District and Director have the right to notify patients in any manner deemed appropriate of the Director's independent contractor status and to disclaim liability for Director's or District's negligent acts or omissions, to the extent any such are alleged or occur.

VII. MISCELLANEOUS

1. Assignment. Neither party shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

2. Notices. Any notice required or permitted under this Agreement shall be sufficient if in writing and personally delivered, sent by certified or registered mail, return receipt requested, postage prepaid and properly addressed at the respective addresses listed below, or electronically delivered to such other party or to such other place as may be designated in written notice by either party to the other from time to time. Notice given by mail shall be deemed delivered three business days after the date of deposit in the mail, or by electronically generated written verification of transmission evidencing the date and time of such delivery.

To Director: Reini A. Jensen, M.D.
10115 West River Street
Truckee, CA 96160
Facsimile No.: 530-583-1826

To District: Tahoe Forest Hospital District
P.O. Box 759
Truckee, California 96160
Attention: Robert Schapper, Chief Executive Officer
Facsimile No.: 530-587-2532

3. Recordkeeping. If and to the extent required by Section 1395x(v)(1)(l) of title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, each party shall make available, upon written request by the Secretary of the department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by such party under this Agreement. The parties further agree that in the event either party carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary of the United States Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

4. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose an operation of this Agreement.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. Should this Agreement be extended beyond its initial term, the parties will annually review this Agreement and make mutually agreeable revisions. Except as otherwise provided by this Agreement, no supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing

by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

6. Duplicate Originals. This Agreement may be executed in any number of counterpart copies, all of which shall constitute one and the same Agreement and each of which shall constitute an original, and shall become effective when each party, or its duly authorized representative, has signed at least two such counterparts and caused the counterpart so executed to be delivered to the other party.

7. Ambiguities. Ambiguities, if any, in this Agreement or ambiguities shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed, giving due deference, where appropriate, to a resolution which is consistent with the requirements of the TJC, LCME or other applicable accreditation agencies. Ambiguities, if any, shall not be construed against either party, irrespective of which party may be deemed to have authored this Agreement generally or the ambiguous provision specifically.

8. Governing Law. This Agreement shall be governed in all respects by the laws of the State of California (without regard to principles of conflicts of laws).

9. No Third-Party Beneficiaries. This Agreement is intended by the parties to benefit themselves only and is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

10. Survival Sections. Sections V (Insurance), VI (Independent Contractor), VII – 2 (Notices), VII - 3 (Recordkeeping), VII - 4 (Severability), VII - 7 (Ambiguities), VII - 8 (Governing Law) and VII - 9 (No Third Party Beneficiaries) shall survive the termination of this Agreement.

AGREED TO AND ACCEPTED:

TAHOE FOREST HOSPITAL DISTRICT

BY: _____
Robert Schapper, Chief Executive Officer

DATE: _____

RURAL PRIME PRIMARY CARE COMMUNITY PROJECT SITE DIRECTOR

BY: _____
Reini A. Jensen, M.D.

DATE: _____

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/>		AMEND SCOPE <input type="checkbox"/>	AMEND TERM <input type="checkbox"/>	AUTO RENEW <input type="checkbox"/>	BAA <input type="checkbox"/>
ORIGINATING DEPARTMENT: Medical Staff Services		CONTACT PERSON: Terri Schnieder PHONE: 582-6640			
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		CEO <input checked="" type="checkbox"/>	CFO <input type="checkbox"/>	COO <input type="checkbox"/>	CNO <input type="checkbox"/>
		CIO <input type="checkbox"/>	IVCH <input type="checkbox"/>	REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> MEETING DATE: Straight to Board COMMITTEE RECOMMENDS:	
TYPE OF CONTRACT:					
Physician Professional Service Agreement (P-PSA)		<input checked="" type="checkbox"/>	Type: Training and Education		
Physician Medical Director Agreement (MDA)		<input type="checkbox"/>	Type: _____		
Vendor Professional Service Agreement (V-PSA)		<input type="checkbox"/>	Type: _____		
Other _____		<input type="checkbox"/>	Type: _____		
❖ Business Associated Agreement Required?		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>		
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>					
LEGAL NAME OF CONTRACTOR/ VENDOR: Tahoe Forest Women's Center					
Purpose of the Contract/Alternatives: Attendance at training and education conferences is required in order to meet the criteria for the Quest for Zero discount on the TFHS Beta Medical Malpractice Insurance. In the past, physicians have paid their own travel and lodging expenses as well as missed time out of their clinic. Without the physicians participation in the education requirements, TFHS would not benefit for this discount.					
Scope of the Contract: Compensate TFWC for physician attendance at training and education events described in the contract.					
DATES OF CONTRACT:		EFFECTIVE DATE: 01-01-2015		END DATE: 12/31/2017	
Version History:		Original Effective date: Renewal Dates: Amendment Dates:			
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR					
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$100.00 per hour for maximum of 8 hours per day for the conference activities attended by each TFWC physician. Additionally, reimbursement for physician's reasonable out of pocket expenses incurred as a result of approved training and education.					
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> Net 30					
Total Cost of Contract:		Dependent on conferences required			
Compensation Audit Process:		<i>See Policies AGOV-10 and ABD-21</i>			
Is Cost of Contract Budgeted?		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
If NOT budgeted or exceeds budgeted amount, identify the offset:		Offset with funds from the educational budget of Medical Staff Services Department.			
TFHS Primary Responsible Party:		Terri Schnieder, CPMSM, Director of Medical Staff Services			
TFHS Secondary Responsible Party:		Robert Schapper, Chief Executive Officer			

ORIGINATING DEPARTMENT: Medical Staff Services		CONTACT PERSON: Terri Schnieder Phone: 582-6640	
LEGAL NAME OF CONTRACTOR/ VENDOR: Tahoe Forest Women's Center			
REQUIRED COMPLIANCE INFORMATION			
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>		Compliance Officer Signature: <i>AMH for Gail Betz per email attached</i>	
Verified within Fair Market Value Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>		AMH for Gail Betz per e-mail attached.	
CONTRACTOR INFORMATION			
Contractor Representative Name:		Tahoe Forest Women's Center	
Mailing Address:		10175 Levon Drive, Truckee, CA 96161	
Telephone and Fax Number:		Phone: 587-1041	Fax: 587-1444
Email Address of Contact:		See Additional Information Below	
Accounts Receivable Representative:			
REQUIRED FINANCIAL INFORMATION			
W-9 and Certificates of Insurance Must Be Submitted with any Contract			
ADDITIONAL INFORMATION			
<p>Email addresses of contacts at Tahoe Forest Women's Center:</p> <ul style="list-style-type: none"> - Shawni Coll, D.O. - scoll@tfhd.com - Steve Thompson, M.D. - sthompson@tfhd.com - Peter Taylor, M.D. - ptaylor@tfhd.com 			

Reference:

Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:			
W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.	

Contracts Review: _____ Date Initials	BOARD ACTION: _____ Out for TFHD Signature: Date: _____ Out for Vendor Signature: Date: _____ Uploaded to Contracts System: Date: _____	MEETING DATE: Receive Date: _____ Receive Date: _____ Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
	CFO Review: _____ Date Initials	CONTRACT #: _____ (i.e. 10001)

Hoffman, Ashly

12/11/14

From: Betz, Gail
Sent: Thursday, December 11, 2014 12:10 PM
To: Hoffman, Ashly
Cc: Barrett, Patricia
Subject: Fwd: TFWC PSA Education & Training
Attachments: image001.gif; Tahoe Forest Women's Center - PSA Education 2014.docx; TFWC Attachment A.pdf; + TFWC Education PSA_Contract Routing Form TFWC rev_2015-01-01.pdf - Adobe Reader.pdf

Attached is approved for FMV and commercial reasonableness.

FYI

All signatures should be on 1 page if possible - i suggest a page break so there is 1 signature page.

✓ Amtt

Gail

Sent via the Samsung GALAXY S®4, an AT&T 4G LTE smartphone

----- Original message -----

From: "Hoffman, Ashly" <AHoffman@TFHD.COM>
Date: 12/11/2014 11:14 AM (GMT-08:00)
To: "Betz, Gail" <gbetz@TFHD.COM>
Cc: "Barrett, Patricia" <pbarrett@TFHD.COM>
Subject: TFWC PSA Education & Training

Attached is the new TFWC PSA for Education and Training with contract routing forms and the attachment which will be inserted

Ashly M. Hoffman

Contracts Coordinator

ahoffman@tfhd.com



P.O. Box 759

Truckee, CA 96160

TAHOE FOREST HOSPITAL DISTRICT
PROFESSIONAL SERVICES AGREEMENT
TRAINING AND EDUCATION

This Agreement is made and entered into effective on January 1, 2015 by and between Tahoe Forest Women's Center (hereinafter referred to as "TFWC") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates two state licensed, Medicare certified, critical access hospitals, including its Medical Staff. DISTRICT desires to enter into an agreement with TFWC to enable DISTRICT to pay for training and education as approved by the Hospital's Chief Executive Officer or designee.

TERMS

The parties hereby agree as follows:

1. Compensation: DISTRICT shall compensate TFWC for physician attendance at training and education events resulting from their participation in the BETA Healthcare Group Quest for Zero: OB Risk Management Initiative, as described in EXHIBIT A. DISTRICT shall pay TFWC compensation for each physician who is in attendance at such events at a rate of \$100.00 per hour, for a maximum of 8 hours per day, so long as such expenses have been pre-approved by the Hospital's Chief Executive Officer or designee. Attendance at such events must be documented in the Training and Education Time Log attached hereto as EXHIBIT B, and must be submitted to DISTRICT within thirty (30) days of the date of the event(s) attended.

DISTRICT shall reimburse TFWC for physician's reasonable out-of-pocket expenses incurred as a result of their attendance at the events described herein, so long as such expenses comply with DISTRICT policies.

2. Term: Subject to earlier termination as provided hereafter, this Agreement shall continue for three (3) years, until December 31, 2017.
3. Termination: This Agreement may be terminated with or without cause by either party upon provision of ten (10) days written notice to the other party addressed to the other party as follows:

DISTRICT
Chief Executive Officer
Tahoe Forest Hospital District
P.O. Box 759
Truckee, California 96160

TFWC
10175 Levon Drive
P. O. Box 759
Truckee, CA 96161

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United States mail, postage prepaid.

4. Independent Contractor: TFWC is an independent contractor and not an employee, agent or partner of, or joint venture with DISTRICT.

5. Compliance with Laws and Regulations: TFWC is licensed to practice medicine in the State of California and will maintain Active Staff privileges on the DISTRICT's Medical Staff. TFWC shall comply with the laws of the State of California, the standards of the Healthcare Facilities Accreditation Program (HFAP), and the Ethics of the American Medical Association and the American Osteopathic Association.
6. Entire Agreement: This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the date first above written.

TAHOE FOREST HOSPITAL DISTRICT

BY: _____ DATE: _____
Robert A. Schapper,
Chief Executive Officer

TAHOE FOREST WOMEN'S CENTER

BY: _____ DATE: _____
Shawni Coll, D.O.

BY: _____ DATE: _____
Steve Thompson, M.D.

BY: _____ DATE: _____
Peter Taylor, M.D.



QUEST FOR ZERO: Excellence in OB

BETA Healthcare Group (BETA) is focused on improving reliability and reducing risk exposure in perinatal services. As your partner in patient safety, BETA provides its members and insureds the opportunity for significant reductions in premiums. The Quest for Zero: OB Safety Program offers a tiered approach to this award. BETA hospitals that provide perinatal services are eligible to participate on an annual basis in project work designed to enhance the quality of care in this high-risk clinical setting.

Menu Selection:

In an effort to remain up-to-date and relevant in a rapidly changing healthcare environment, BETA will continue to offer the platform under the Tier 1 strategy entitled GNOSIS, by Advanced Practice Strategies. Hospitals must meet 100% compliance in both foundational elements of Tier 1, standardized education and common language, in order to qualify for credits in Tier 2. Hospitals receive additional benefits for implementing optional Tier 2 strategies customized to meet the needs of the individual member's risk profile. Included in the updated scorecard are additional Tier 2 options applicable to the 2014 policy period (7/01/14-6/30/15). A description of each strategy and the associated metrics are contained within this Guideline.

Value of Participation:

Tier 1 is valued at 5% of your hospital premium, related to the first \$5 million in limits purchased. There is opportunity to gain additional credits by choosing up to two additional loss prevention options in Tier 2, each worth 2% if all criteria is met. This represents a potential annual contribution renewal credit of up to 9%.

Get Started:

Please review the Quest for Zero: OB Guideline carefully. Utilize the tools and resources contained in our *newly released* Perinatal Toolkit: 2014-2015, as the tools contained therein represent best practice models. Please note: The clock starts ticking at the beginning of your policy period and validation surveys must be completed 60 days prior to policy renewal.

We value our members and insureds and appreciate your continued interest in BETA's "Quest for Zero", as we strive to maintain excellence in perinatal services across the State of California. Please do not hesitate to reach out to BETA's risk management staff who will assist you in designing a plan for success.

EXHIBIT A

DEMOGRAPHIC

Date of Assessment: _____

Facility Name: _____

BETA Risk Director: _____

Facility Leadership

Chief Executive Officer: _____

Chief Financial Officer: _____

Chief Nursing Officer: _____

Chair of OB: _____

Nurse Director: _____

Clinical Nurse Specialist: _____

Broker: _____

Date Notified: _____

Licensed Beds

Labor & Delivery: _____

Antepartum: _____

Postpartum: _____

Newborn: _____

NICU: _____

OR Suite: _____

Level: I II III

PACU: _____

Collaborative Involvement

CHPSO: Y N

CMQCC:

• Preeclampsia Y N

• Maternal Data Center Y N

• Hemorrhage Y N

CPQCC: Y N

IHI: Y N

MOD: Y N

Regional Hospital Association: Y N

EXHIBIT A

TIER 1

Annual EFM Assessment

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
The APS GNOSIS Assessment is completed by all perinatologists, obstetricians, family practitioners, certified nurse midwives and residents with privileges to perform delivery within 3 months of credentialing. This includes all new employees of the medical staff and independent practitioners	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Medical staff roster is due to BETA on date of validation survey Produce APS report to demonstrate completion of assessment
All nursing staff, to include travelers and registry who deliver babies, must complete the APS GNOSIS assessment within 3 months of hire, or assignment and/or after July 1 and before April 30 of the policy year* *HealthPro insureds must meet the requirement within their annual policy period	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Nursing staff roster is due to BETA on date of validation survey Produce APS report to demonstrate completion of assessment
Based on GNOSIS Individual Learning Path, participant must complete all designated "Red & Yellow Zones" by April 30 of the policy year* *HealthPro insureds must meet the requirement within their annual policy period	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Evidence of Individual Learning Path and confirmation of completions
The requirement for annual assessment of EFM principles is contained in OB privilege form and/or adopted as a Rule and Regulation of the department	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Review OB privilege sheet and/or R&R of department for policy language stipulating this as a requirement for privileging
The requirement for annual assessment of EFM principles is contained in the L&D nurse job description	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Review job description and/or human resources policy which stipulates this requirement

EXHIBIT A

TIER 1

Standard Nomenclature

National Institute of Child Health and Human Development (NICHD)

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Findings	Validation
<p>Standard terminology in accordance with NICHD (2008) and endorsed by ACOG and AWHONN is reflected throughout documentation of clinical practice.</p> <ul style="list-style-type: none"> • Reassuring and non-reassuring is no longer utilized and, instead, replaced with Category descriptors • Hyperstimulation is replaced with the term tachysystole • Fetal distress and perinatal asphyxia are no longer utilized • Descriptors in accordance with NICHD are used when describing variability such as absent, minimal, moderate or marked <p>All narrative documentation by physician and nurses are compliant with the above terminology</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Provide medical records of the last 10 deliveries occurring at the facility</p>
<p>All electronic medical record documentation fields are compliant with the above terminology</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Access to, and review of, the electronic medical record documentation to include electronically stored fetal heart rate tracings</p>
<p>All paper documentation records are compliant with the above terminology to include all flow sheets and order sets</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Access to, and review of, all paper documentation, scanned or in print, that pertains to the delivery of the above population</p>
<p>All policy and procedures of the department reflect the above changes in terminology</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Review all policy and procedures applicable to the Labor and Delivery setting</p>

EXHIBIT A

TIER 2

Culture of Safety

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
<p>Unit specific information regarding staff perceptions of patient safety across perinatal services is gathered utilizing a psychometrically sound, scientifically valid survey instrument. A 60% response rate is required to ensure statistical significance. The following instruments meet this requirement:</p> <ul style="list-style-type: none"> • Pascal HealthBench SAQ • Agency for Healthcare Research & Quality (AHRQ) <p>To learn more access BETA's Perinatal Toolkit: 2014-2015</p> <p><i>RMRF's may be used to offset the cost of the survey</i></p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Culture survey results must be provided at time of validation
<p>A baseline survey must be administered by month six of the policy year. Goals for improvement are based on findings</p> <p>There is evidence that an annual survey will be conducted to measure performance</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	As above
<p>Evidence that the culture survey results were shared and discussed at medical staff committee and nursing staff meetings. Evidence of discussion is contained in meeting minutes</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	OB Committee meeting minutes Nursing staff meeting minutes
<p>The culture survey results have been debriefed with nursing and medical staff in an effort to understand common themes in response to the results</p> <p><i>See questions that shall be addressed during debrief contained in Toolkit</i></p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Evidence of participation by all staff reflected in dated sign-in sheets
<p>To raise staff awareness of safety concerns, at minimum, four case study presentations or M&M rounds are conducted to discuss error and/or near miss activity</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Evidence of participation by all staff reflected in dated sign-in sheets

EXHIBIT A

<p>Department specific event trends (incident reports/QRR's) are shared and discussed at minimum, quarterly, at medical staff committee and nursing staff meetings in an effort to identify trends develop potential solutions</p>	<p><input type="checkbox"/> Met <input type="checkbox"/> Not Met</p>	<p>Evidence of participation by all staff reflected in dated sign-in sheets.</p>
<p>Leadership WalkRounds are implemented by month six of the policy year and are conducted at least monthly. Specific information is obtained, recorded and there is a feedback mechanism in place to address the patient safety issues that providers and staff voice as a concern. These issues are tracked and trended through a point of resolution.</p> <p>For more information about Leadership WalkRounds access BETA's Perinatal Toolkit: 2014-2015</p>	<p><input type="checkbox"/> Met <input type="checkbox"/> Not Met</p>	<p>Activity sheets are collected and signed by the CEO, CNE or CMO; whomever is leading that particular WalkRound</p>

EXHIBIT A

TIER 2
Communication

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
<p>Utilizing BETA's certified trainer or an outside trainer from Vital Smarts, deliver Crucial Conversations training to all staff who practice in perinatal services and in an interdisciplinary setting.</p> <p>Baseline readiness assessment must be completed by all staff</p> <p>For more information about the content or to arrange training through BETA, please contact Lisa Gentile at lgentile@betahg.com</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Medical staff roster provided on day of validation</p> <p>Nursing staff roster provided on day of validation</p> <p>Evidence of completed baseline readiness assessments documented through record check-off</p> <p>Evidence of participation by all staff reflected in dated sign-in sheets</p>
<p>A unit-specific chain of command algorithm is laminated and posted in an area visible to all staff</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Observation</p>
<p>Implement SBAR-R handoff tool to ensure accurate and complete report</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Evidence through chart review or other record keeping if not contained in the chart</p>
<p>Track and monitor effectiveness of SBAR-R as a performance improvement measure on a monthly basis beginning no later than month six of the policy year</p> <p>This measure includes a requirement to observe use of SBAR for compliance</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Documentation of, at minimum, monthly observations in practice beginning no later than month six of the policy year</p>

EXHIBIT A

TIER 2
Team Training Techniques

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
<p>An unit based agreement to deploy TeamSTEPPS principles and a baseline readiness assessment is conducted and reviewed by senior leadership</p> <p>Senior leadership supports the pursuit of team training in the perinatal setting as evidenced by attestation of the baseline assessment</p> <p>The baseline assessment tool may be found in BETA's Perinatal Toolkit: 2014-2015</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Evidence of baseline readiness assessment findings and signed attestation of senior leaderships support of the principles</p>
<p>Develop in-house staff as certified trainers utilizing the train the trainer methodology to deploy TeamSTEPPS training or other CRM training techniques</p> <p>BETA has certified Master Trainers who are available to you free of charge.</p> <p>For more information about this training please contact Lisa Gentile at lgentile@betahg.com</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Evidence of certificates of completion of training of, at minimum, two master trainers</p>
<p>All staff that practice in the perinatal service area are trained in TeamSTEPPS principles utilizing an interdisciplinary model of training.</p> <p>This includes all medical and nursing staff to include anesthesia, obstetrics, neonatal services and/or those who respond to OB emergency</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Evidence of participation by all staff reflected in dated sign-in sheets</p>
<p>The CATS model of observation is deployed to measure performance and confirm adoption of CRM principles. Observations shall occur starting at completion of the training.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Evidence of documented observations and results shall be provided on day of validation</p>

EXHIBIT A

TIER 2

Simulation and Drills

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
Utilizing an interdisciplinary approach, implement simulation or drills on two low frequency, high-risk events, annually. High or low fidelity simulation may be used. Simulation is best conducted in-situ though a simulation center may be utilized.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
Team members who respond to the specified emergency will be identified, and shall be included in the simulation/drill exercise. This may include anesthesia, obstetrics, neonatal team members, lab or others	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Evidence of participation by all staff reflected in dated sign-in sheets
Selection shall be based on events where there is potential for incidence, but rarely encountered to breed familiarity with clinical management. This may include: <ul style="list-style-type: none"> • Uterine rupture • Prolapsed cord • OB hemorrhage • Uterine emergency such as abruption or uterine inversion • Maternal code • Neonatal mega code • Maternal seizure/stroke • Shoulder dystocia • Anesthesia emergency such as high-block or over sedation 	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Scenario utilized shall be produced on day of validation
A debrief process is in place and there is documented evidence of the debriefs, preferably written by staff, identifying individual learning	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Debrief summary shall be produced on day of validation
Documentation of one opportunity, the associated corrective action and measure of success shall be provided	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Documentation of corrective action and measure of success shall be produced on day of validation

EXHIBIT A

TIER 2

Interdisciplinary Fetal Strip Review

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
<p>Interdisciplinary fetal strip reviews are provided by the institution and attended by all care providers, at minimum, six times per year</p> <p>Various forms may be utilized to include:</p> <ul style="list-style-type: none"> • Morbidity & Mortality Rounds • Formal strip review via in-service • Immediate post-delivery debrief • Change of shift report • Interdisciplinary attended webinar activity 	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Medical staff roster provided on day of validation</p> <p>Nursing staff roster provided on day of validation</p>
<p>Fetal strip review activity must be interdisciplinary led by a physician and attended by, at minimum, one nurse. This may be documented by a sign-in process.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Evidence of participation by all staff reflected in dated sign-in sheets</p>
<p>Documentation of the fetal strip reviews include Category I, II or III fetal tracings, the MRN of the patient and the date that the strip review occurred. Individuals with their credentials who facilitate the reviews must be indicated on the form</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Evidence of documentation may be contained in dated sign-in sheets</p>

EXHIBIT A

TIER 2

NCC Certification (RNC) Credential

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
<p>All eligible staff* in the departments listed below will sit for the RNC exam by May 1 of policy year</p> <p>Four exams exist:</p> <ul style="list-style-type: none"> • Inpatient Obstetrical Nursing (L&D) • Maternal Newborn Nursing (Postpartum/Antepartum) • Neonatal Intensive Care Nursing (NICU) • Low Risk Neonatal Nursing (Newborn) <p>Content guides are located at this link: http://www.nccwebsite.org/Certification/Certification-Exams.aspx</p> <p>Eligibility rests on the following:</p> <ul style="list-style-type: none"> • Currently licensed in US • Two year experience comprised of 2000 hours in clinical specialty • Employed in designated exam specialty in last 24 months <p><i>RMRF's may utilized to offset the costs of the exam</i></p>	<p><input type="checkbox"/> Met <input type="checkbox"/> Not Met</p>	<p>Nursing staff roster provided on day of validation to include evidence of staff having greater than 2 year experience in clinical specialty</p>
<p>Evidence of enrollment and participation in exam is required to meet the goal. Evidence of pass/fail is not required.</p>	<p><input type="checkbox"/> Met <input type="checkbox"/> Not Met</p>	<p>Evidence produced through certificate of eligibility for exam</p>

EXHIBIT A

TIER 2 Advanced Bundles

Institute for Healthcare Improvement

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
<p>Implement bundle requirements and measure for compliance to meet at least 90% compliance with all elements by May 1 of the policy year</p> <p>See BETA's Perinatal Toolkit: 2014-2015 for the advanced bundle measures: non-medically indicated induction bundle and medically indicated induction bundle</p> <p>These measures are adopted as a formal quality improvement metric, are monitored through quality, and compliance is reported up through the appropriate medical staff committee</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Evidence of data collection and performance</p> <p>Committee meeting minutes (or excerpt indicating reporting component)</p>
<p>Non-medically indicated delivery does not occur prior to 39 weeks gestation. This is defined in policy and is approved by medical staff</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Induction of Labor/ Augmentation policy Cervical ripening policy Operating room scheduling policy</p>
<p>Medical indications for induction/delivery are defined and are in accordance with ACOG Guidelines. The medical indications are stipulated in a medical staff approved policy</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Induction of Labor policy Cervical Ripening policy</p>
<p>Induction with any agent is not initiated without confirmation of a Category I fetal heart rate for non-medically indicated delivery. Exclusion of Category III is confirmed prior to medically indicated induction/augmentation.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Provide medical records of the last 10 inductions occurring at this facility</p>
<p>Pelvic assessment is performed to include pelvic adequacy and a Bishop Score > six for non-medically indicated inductions. This is approved by the medical staff and stipulated in policy</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Same population as above</p>
<p>Recognition and management of complications of induction method (including tachysystole)</p> <ul style="list-style-type: none"> • Tachysystole is defined in policy in accordance with the ACOG definition • An algorithm is in place to manage tachysystole. The algorithm is approved by medical staff and is posted in each room for easy reference <p>See Perinatal Toolkit: 2014-2015 for example</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Induction of Labor policy</p> <p>Cervical ripening policy</p> <p>EFM policy</p> <p>Observation</p>

EXHIBIT A

TIER 2

Nulliparous Cesarean Section

Institute for Healthcare Improvement

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
<p>Perform a baseline perinatal structure analysis at the beginning of this strategy.</p> <p>See BETA’s Perinatal Toolkit: 2014-2015 for the Perinatal Structure tools:</p> <ul style="list-style-type: none"> • The perinatal structure deep dive tool should be completed by 15-20 nurses and physicians • Collate results and enter into Excel audit spreadsheet <p>Report findings to team through staff meetings and appropriate medical staff committee (quality or OB committee).</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Evidence of data collection and results</p> <p>Staff/Committee meeting minutes (or excerpt indicating reporting component)</p>
<p>Using the Labor Deep Dive tool, evaluate all nulliparous cesarean deliveries performed at the facility over a 3 month period.</p> <p>See Perinatal Toolkit: 2014-2015 for labor deep dive tools and process review map</p> <p>Summarize findings and choose area of focus for future reduction in nulliparous cesarean section rate based on those findings.</p> <p>Report findings through staff meetings, quality and appropriate medical staff committee (OB committee).</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Evidence of data collection and performance.</p> <p>Summary of findings and area of focus</p> <p>Committee meeting minutes (or excerpt indicating reporting component)</p>
<p>The perinatal unit has developed clear clinical definitions for normal and abnormal labor in accordance with current professional organization recommendations (ACOG, SMFM, IHI) and this is established in medical staff approved policy. Definitions should include the following:</p> <ul style="list-style-type: none"> • First Stage of Labor (latent phase, arrest of labor in the first stage, active labor/active phase arrest) • Failed induction of labor • Second stage arrest (with and without epidural) <p>See Perinatal Toolkit: 2014-2015 for examples of definitions</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Induction of Labor/ Augmentation Policy EFM Policy Second Stage of Labor Policy Operating room scheduling policy</p>

EXHIBIT A

TIER 2

Hyperbilirubinemia Screening

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
BETA member facility has achieved World Health Organization's Baby Friendly status	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Evidence of certification
Elective delivery does not occur prior to 39 weeks gestation. This is defined in policy and is approved by medical staff PC-01 Elective Delivery	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Induction of Labor policy Operating Room Scheduling policy
This measure is adopted as a formal quality improvement metric, is monitored through quality, and compliance is reported up through the appropriate medical staff committee. Compliance with this measure must be met at minimum of 90% compliance averaged over 12 month period.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Evidence of data collection and performance Committee meeting minutes (or excerpt indicating reporting component)
A standing protocol exists for nurse initiated TcB or TsB measurement in accordance with AAP recommendations	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Policy and procedure review
Comprehensive discharge instructions include information to patients including explanation of jaundice, the need to monitor infants for jaundice and advice on how monitoring should be done Examples may be found in the Perinatal Toolkit: 2014-2015 or at the following link: www.healthychildren.org/English/news/Pages/Jaundice-in-Newborns.aspx	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Discharge instruction provided to parents
Discharge instructions include evidence of discussion with parents pertaining to the importance of timely follow-up with pediatrician post-discharge	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Provide medical records of the last 10 deliveries occurring at the facility
Discharge phone calls are implemented and performance is measured to ensure 90% compliance at minimum Example may be found in the Perinatal Toolkit: 2014-2015	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Phone call log

EXHIBIT A

TIER 2 Obstetrical Hemorrhage

California Maternal Quality of Care Collaborative (CMQCC)

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
All staff in L&D, antepartum and postpartum must complete the postpartum hemorrhage module offered through Advanced Practice Strategies (APS). This is now provided through the Universal Access subscription	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Evidence of certificates of completion (or completion reports) for all physicians, family practitioners with OB privileges, nurse midwives and registered nurses in labor and delivery and postpartum.
A multidepartmental and interdisciplinary hemorrhage protocol for management of hemorrhage is in place and is approved by medical staff Examples may be found at www.CMQCC.org or in BETA's Perinatal Toolkit: 2014-2015	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Hemorrhage policy/protocol Massive transfusion protocol
Simulation and/or drills specific to OB hemorrhage occur annually. All physicians, nurses, family practitioners, CNM's, surgical scrub technicians, lab/blood bank, pharmacy and anesthesia participate Examples may be found at www.CMQCC.org or in BETA's Perinatal Toolkit: 2014-2015	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Medical staff roster Nursing staff roster Evidence of participation by all staff reflected in dated sign-in sheets
An emergency OB hemorrhage cart is in place in L&D and Postpartum. All staff are oriented to its contents and use. Examples hemorrhage cart contents may be found at www.CMQCC.org or in BETA's Perinatal Toolkit: 2014-2015	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Nursing staff roster Evidence of orientation/in-service attended by all staff reflected in dated sign-in sheets
The Quality department conducts 100% review of blood utilization	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Trending report of Quality metric: Blood Utilization

EXHIBIT A

TIER 2

Preeclampsia Management

California Maternal Quality of Care Collaborative (CMQCC)

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
A multi-departmental and interdisciplinary preeclampsia protocol for management and treatment of preeclampsia/eclampsia is in place and is approved by medical staff	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Preeclampsia/Eclampsia policy/protocol Magnesium protocol
<p>Severe Preeclampsia: Timely administration of first line medications after confirmatory blood pressure.</p> <ul style="list-style-type: none"> 100% of severe preeclampsia cases are reviewed to ensure that first line medications were administered within 60 minutes of confirmatory blood pressure per ACOG & CMQCC guidelines. <p><i>Confirmatory blood pressure = 2nd elevated pressure ≥ 160 systolic and/or ≥ 105-110 diastolic*, taken 15 minutes after the first elevated blood pressure. (*Guidelines ≥105-110 diastolic per CMQCC, ≥110 diastolic per ACOG's Hypertension in Pregnancy)</i></p> <p>This measure is adopted as a formal quality improvement metric, is monitored through quality, and compliance is reported up through the appropriate medical staff committee</p> <p>See BETA's Perinatal Toolkit: 2014-2015</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Evidence of data collection and trending report of quality measure</p> <p>Committee meeting minutes (or excerpt indicating reporting component)</p>
<p>100% of preeclampsia with severe features and/or eclampsia cases are debriefed and reviewed for quality improvement purposes.</p> <p>Preeclampsia cases to be sent for peer review are defined in policy.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Evidence of debriefing forms</p> <p>Preeclampsia or peer review policy</p>
<p>Simulation and/or drills specific to preeclampsia/eclampsia occur annually. All physicians, nurses, family practitioners, CNM's, surgical scrub technicians, lab/blood bank, pharmacy and anesthesia participate</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Medical staff roster Nursing staff roster</p> <p>Evidence of participation by all staff reflected in dated sign-in sheets</p>
<p>A Preeclampsia Medication Kit is created, managed and stored in the ADM.</p> <p>All staff are oriented to its contents and use.</p> <p>See BETA's Perinatal Toolkit: 2014-2015 for content example.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Observation</p> <p>Nursing staff roster Evidence of orientation attended by all staff reflected in dated sign-in sheets</p>

EXHIBIT A

TIER 2

Second Stage of Labor Management

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
A policy is in place pertaining to the second stage of labor and incorporates the AWHONN second stage of labor management algorithm	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Second Stage of Labor Policy
<p>A performance improvement measure is in place which evaluates appropriate measures taken in the second stage. Metrics include:</p> <ul style="list-style-type: none"> • Compliance with the AWHONN algorithm for second stage to include interval position changes, open glottis pushing, and labor down strategies • Ongoing evidence of fetal evaluation, identification and management of Category II and III fetal heart rate during second stage of labor <p>Compliance with said measures shall be met at 90% averaged over a 12 month period</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Provide medical records of the last 10 vaginal deliveries occurring at the facility
A policy is in place which requires cord gas analysis for established indications which is approved by medical staff	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Cord Gas Analysis policy
<p>A policy and protocol is in place which requires placental pathology for established indications. The policy shall include a 7 day retention period (at minimum), have a labeling mechanism and appropriate storage.</p> <p>In the alternative, a process that retains slide sections of placentas in pathology may be in place.</p> <p>The policy shall allow the neonatologist or pediatrician to order pathological exam should an indication be overlooked.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Placenta policy

EXHIBIT A

TIER 2

Shoulder Dystocia

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
A risk screening mechanism is in place. This can be accomplished through technology such as PeriGen’s “CALM” Shoulder Screen or a formalized tool approved by medical staff	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Provide medical records of the last 10 vaginal deliveries occurring at the facility
A second stage of labor management protocol is in place, all staff are oriented to the AWHONN approved algorithm, and the policy is approved by medical staff	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Second Stage of Labor policy/protocol
Documentation reflects compliance with all interventions deployed during the course of a suspected shoulder dystocia utilizing a standardized tool in either paper or electronic format which captures the interdisciplinary approach to management of the shoulder dystocia.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Provide medical records of the last 10 documented shoulder dystocias (or 100% of shoulder dystocia deliveries in the last 12 month period)
Simulation or drills specific to shoulder dystocia management occur, at minimum, annually. All staff to include physicians, nurses, nurse midwives, family practitioners, neonatal staff and anesthesia shall participate.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Medical staff roster Nursing staff roster Evidence of participation by all staff reflected in dated sign-in sheets

EXHIBIT A

**TIER 2
Vacuum Bundle**

Institute for Healthcare Improvement

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
Implement bundle requirements and measure for compliance to meet at minimum 90% compliance with all elements by May 1 of policy year	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Provide medical records of the last 10 deliveries occurring at the facility involving vacuum
The Quality Improvement Department reviews 100% of all vacuum deliveries	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Quality metrics
Alternative labor strategies to include passive descent, rest between pushes or open glottis pushing are adopted as common practice and education is provided to all clinicians in L&D on management of second stage of labor in accordance with AWHONN algorithm	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Second Stage of Labor policy/protocol
A policy is in place that defines the maximum application time, number of pulls and pop offs in accordance with manufacturer's guidelines and ACOG recommendations. ACOG #17 Operative Vaginal Delivery, 2000 - Reaffirmed 2012	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Vacuum policy
Informed consent is documented to include the risks, benefits and alternatives of applying a vacuum during delivery.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Medical staff roster Nursing staff roster Evidence of participation by all staff reflected in dated sign-in sheets
Estimated fetal weight is documented in the medical record	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Provide medical records of the last 10 deliveries occurring at the facility involving vacuum
Fetal position and station are documented in the medical record	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Provide medical records of the last 10 deliveries occurring at the facility involving vacuum
Documentation reflects application time, pressure, and pop-offs when a vacuum is utilized. An interdisciplinary tool to capture the elements of vacuum is in place via paper or electronic documentation.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Provide medical records of the last 10 deliveries occurring at the facility involving vacuum
A surgical team and resuscitation team are immediately available. Immediately available is defined as "in-house". This language is included in policy.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Vacuum policy

EXHIBIT A

TIER 2

Perinatal Medication Safety

(Must complete perinatal safety measures #1 through #5)

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
A medication safety “quiet zone” is implemented designed to provide a designated area for medication retrieval without distraction	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Observation
The safety zone requires staff to identify themselves either by vest or sash when participating in the process	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Observation
Compliance with this safety strategy is monitored on a regular basis via observation of practice.	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Performance improvement statistics
All staff have viewed the ISMP Perinatal Medication Safety DVD available in BETA’s lending library. Contact Mya Zaka at mzaka@betahg.com to order your copy	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Nursing staff roster Evidence of participation by all staff reflected in dated sign-in sheets
Various structure standards for safe use of five common medications administered in the perinatal setting are in place and 100% compliance is evident with these structure standards. The addenda provide structure standards for the following: <ul style="list-style-type: none"> • Oxytocin • Magnesium Sulfate • Misoprostol/Cytotec • Heparin in the NICU • Epidural analgesia 	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Compliance with all structure standards contained in Addenda Observation

EXHIBIT A

TIER 2

Perinatal Medication Safety #1

Safe Use of Cytotec/Misoprostol

100% compliance in Tier 1 is required to receive premium renewal credits in Tier

Requirement	Goal	Validation
<p>Indication: Postpartum hemorrhage Dose is limited to 800-1000 mcg/rectally times one dose and this dose is established in medical staff approved protocol</p> <p>ACOG #76, October 2006: Reaffirmed 2011</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Postpartum Hemorrhage Policy & Procedure</p>
<p>Indication: Cervical Ripening Dose is limited to 25 mcg intravaginally and 50 mcg orally. This dose is established in medical staff approved protocol</p> <p>ACOG #107, August 2009: Reaffirmed 2013</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Cervical Ripening Policy & Procedure Induction of Labor Policy & Procedure</p>
<p>Indication: Intrauterine Fetal Demise Dose is limited to parameters set by ACOG Practice Bulletin #135 Second-Trimester Abortion. Dose is established in a medical staff approved protocol.</p> <p>ACOG #135, June 2013</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Cervical Ripening Policy & Procedure Intrauterine Fetal Demise Policy & Procedure</p>
<p>Postpartum hemorrhage kits are created, managed and stored in the ADM.</p> <p>In the alternative, postpartum hemorrhage medications may be stored in the hemorrhage cart if cart contains refrigerator and is monitored by pharmacy.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Observation</p>
<p>Contraindication: TOLAC</p> <p>Policy on TOLAC/VBAC clearly stipulates that Cytotec/Misoprostol is contraindicated in the TOLAC population.</p> <p>ACOG #115, August 2010: Reaffirmed 2013</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Trial of Labor after Cesarean Policy & Procedure Induction of Labor Policy & Procedure</p>
<p>Policy language defines tachysystole in accordance with NICHD definition</p> <p>ACOG #116, November 2010: Reaffirmed 2013</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Cervical Ripening Policy & Procedure Induction of Labor Policy & Procedure</p>
<p>Management of tachysystole is defined in policy and/or through algorithm on unit.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Evidence of algorithm</p>
<p>Annual multidisciplinary drills are conducted on the unit specific to OB hemorrhage. All providers and staff must attend</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Medical staff roster Nursing staff roster</p> <p>Evidence of participation by all staff reflected in dated sign-in sheets</p>

EXHIBIT A

TIER 2

Perinatal Medication Safety #2

Safe Use & Storage of Epidural Analgesia

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
Epidurals are limited to two standardized concentrations in perinatal services	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Pharmacy Procedure Observation
Epidural analgesia are premixed and stocked by Pharmacy	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Pharmacy Procedure
<p>Epidural tubing/connections are not compatible with IV tubing, are clearly labeled, and do not have injection ports.</p> <p>Per AB 1867: “Commencing January 1, 2016, a health facility...is prohibited from using an epidural connector that would fit into a connector other than the type it was intended for”</p> <p>Sentinel Event Alert, Issue 53 California State Bill AB 1867. Feb. 22, 2012, http://www.leginfo.ca.gov/pub/11-12/bill/asm/ab_1851-1900/ab_1867_bill_20120827_chaptered.html</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Pharmacy Procedure Observation
<p>Epidural infusions are accessible, and retrieved only, by anesthesiologists or CRNA’s</p> <p>AWHONN Perinatal Nurses: Safe Practice Guideline</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Observation
<p>Epidural policy and procedure defines that neuraxial analgesia in obstetrics may be monitored (not managed) by registered nurses and establishes the following criteria in accordance with AWHONN’s Position Statement:</p> <ul style="list-style-type: none"> • May not increase the dose • May not decrease the dose • May not bolus the dose • May not reinitiate an infusion once it has been stopped 	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Epidural Policy & Procedure

EXHIBIT A

TIER 2

Perinatal Medication Safety #3

Safe Use & Storage of Heparin in NICU

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
Ten thousand (10,000) units/mL will be stored in the Pharmacy IV Room only ISMP, 2006	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Observation
One thousand (1,000) units/mL are removed from NICU ADM's ISMP, 2006	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Observation
One hundred (100) units/mL doses are physically separated in Pharmacy ISMP, 2006	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Observation
A double check process by Pharmacist/Pharmacy Technician is in place during refill of the ADM. This Tech Check system is established in Pharmacy Procedure	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Pharmacy Procedure
The ADM drawer is labeled with high-risk sticker	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Observation
Premixed flush doses are supplied by Pharmacy. They are not mixed by nursing	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Pharmacy Procedure
Heparin is designated as a high-alert medication and a process to include a double-check is in place. This is defined in policy	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	High-alert Medication Policy
Lab values (APTT) are double-checked by two nurses when adjusting IV dose heparin and this is defined in policy	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	PICC Line Policy

EXHIBIT A

TIER 2
Perinatal Medication Safety #4
Safe Use of Magnesium Sulfate

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
<p>Pharmacy prepares or purchases standardized premixed concentration for loading dose of magnesium sulfate in 50 mL or 100 mL volume solution</p> <p>Policy & practice does not allow bolus dose of magnesium to be drawn from main IV infusion</p> <p>ISMP 1999; ISMP 2005; AWHONN, 2008</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Observation Magnesium Sulfate Policy Preterm Labor Management Policy Preeclampsia Management Policy</p>
<p>Pharmacy prepares or purchases standardized premixed concentration for maintenance dose of magnesium sulfate in 250 mL or 500 mL volume solution</p> <p>ISMP 1999; ISMP 2005: AWHONN 2008</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Observation Magnesium Sulfate Policy Preterm Labor Management Policy Preeclampsia Management Policy</p>
<p>Magnesium sulfate is designated a high-alert medication and a double-check process is in place, and defined in policy</p> <p>ISMP 1999; ISMP 2007; TJC</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>High-alert Medication Policy</p>
<p>Nurse to patient ratio is 1:1 during loading phase of magnesium sulfate</p> <p>AWHONN, 2008; AWHONN Staffing Guidelines 2010</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Magnesium Sulfate Policy Preterm Labor Management Policy Preeclampsia Management Policy</p>

EXHIBIT A

TIER 2
Perinatal Medication Safety #5
Safe Use and Storage Oxytocin

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
Pharmacy prepares or purchases standardized premixed concentration of 30 units oxytocin in 500 mL or 15 units oxytocin in 250 mL if isotonic solution providing for 1:1 dosing	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Observation
Oxytocin infusions are labeled with colored label unique to oxytocin	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Observation
<p>With the goal to reduce variation and reduce incidence of tachysystole, low dose oxytocin starting at 1 mu/minute and increasing by 1 mu/min every 30 minutes is the standard protocol in place at the facility. This protocol is approved by medical staff</p> <p align="center">- or -</p> <p>An oxytocin in-use checklist is in place to manage oxytocin titration during labor (not to exceed low dose parameters of 1mu/min and increasing by 1mu/min every 30 minutes) and approved by medical staff</p> <p>ACOG #107, August 2009: Reaffirmed 2013 Clark, S.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Induction of Labor Policy Induction of Labor Order Set
Policy and procedure defines tachysystole in accordance with NICHD definition. An algorithm is in place to manage the incidence of tachysystole	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Induction of Labor Policy Electronic Fetal Monitoring Policy
Oxytocin is designated as a high-alert medication requiring a double-check when initiating an infusion or changing a bag	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Induction of Labor Policy

EXHIBIT A

TIER 2

Patient and Family Centered Care

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
<p>A readiness assessment is completed by a multidisciplinary team including senior leadership, a physician lead, nurse lead and one frontline staff member in preparation for deployment of a PFCC structure</p> <p>See Readiness Assessment in BETA's Perinatal Toolkit: 2014-2015</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Evidence of executed Readiness Assessment
<p>A policy is in place in perinatal services that is designed around including patients on improvement teams.</p> <p>This may be accomplished through the formation of a Patient & Family Advisory Council which includes perinatal services</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Patient & Family Advisory Council Policy & Procedure
<p>Disclosure and Transparency: All staff, to include physicians, nurses, nurse midwives, family practitioners, and anesthesia, have viewed the DVD, When Things Go Wrong: Voices of Patients and Families, available in BETA's lending library. Contact Mya Zaka at mzaka@betahg.com to order your copy</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Nursing staff roster Medical staff roster</p> <p>Evidence of participation by all perinatal staff reflected in dated sign-in sheets</p>
<p>The facility measures patient satisfaction. A performance measure is outlined in the department. Perinatal services satisfaction scores reflect performance in the 90th percentile at minimum</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Avatar, NRC Picker, HCAHPS scores

EXHIBIT A

TIER 2

Data Visibility & Transparency

100% compliance in Tier 1 is required to receive premium renewal credits in Tier 2

Requirement	Goal	Validation
The organization participates in, at minimum, one formal or informal performance improvement projects to include CMQCC, IHI, CPQCC, MOD, Regional Projects	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Evidence of participation & performance
The organization studies outcomes utilizing Trigger Tool screening mechanisms See BETA's Perinatal Toolkit: 2014-2015 for examples	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Trigger Tool metrics
The organization provides incident report trends to medical staff committee and to nursing staff. At minimum of two trends are analyzed and performance improvement activity is implemented to address these trends	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Medical Staff Committee Minutes Nursing Staff Meeting Minutes
The unit has adopted a one-page <i>unit-specific</i> scorecard designed to provide feedback on performance over time. This scorecard is shared, at minimum, a quarterly basis and may include metrics such as: <ul style="list-style-type: none"> • Incident report trends • Trigger tool trends • Claims frequency data • Patient Satisfaction metrics • Culture survey data • Nurse turnover rates • Leadership WalkRound performance (open/completed items) • See BETA's Perinatal Toolkit: 2014-2015 for example	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Most recent scorecard
A "White Board" designed to address current progress to goal is visible on the unit. The goal is to provide ongoing feedback on performance and to serve as a means to elicit staff feedback on patient safety related issues returning ownership of risk management to the unit/individual See BETA's Perinatal Toolkit: 2014-2015 for example	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Observation

EXHIBIT A

Project Planning Worksheet 2014-2015

The (name of hospital) _____

intends to accomplish: (This usually contains an overarching statement describing what you intend to do i.e.: reduced birth injury to zero)

by (time frame, i.e., month/year by which you intend to accomplish improvement-unless for some reason you have another start date, recommend July 2, 2014 and end May 1, 2015)

—

Our goals include: These are goals for your measures. Your measures for this project should of course align with your Quest for Zero components. See Quest for Zero Guideline 2014-2015.

-
-
-
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-
-

Our Stakeholders include: (These are the people involved with and affected by your process and improvement initiative. The success of your improvement initiative often depends on the inclusion and involvement of multiple stakeholders.)

-
-
-
-

EXHIBIT B



**TAHOE FOREST HOSPITAL DISTRICT
TRAINING AND EDUCATION TIME LOG**

Name: _____, MD or DO

Physician: Each month please complete & submit this log for any training and education events you attended. If you use a computer/phone application, please attach and sign this log to the documentation generated by the program.

Event Date	Title of Event	Hours (Not to exceed 8 hours per day.)

Total time: _____ hours @ \$100/hour = Total balance due \$ _____

I, _____, hereby attest that I personally attended all of the events listed above for the time periods indicated and that there has been no duplication of hours. I declare that the above statement is true and accurate to the best of my knowledge.

Physician's Signature: _____ **Date** _____

Pages 92 – 138 have been extracted

Documents related to the following contracts are available upon request.

A. Contracts

a. New

- 5. Cooper – MSC General Surgery ATTACHMENT
- 6. Conyers – MSC General Surgery ATTACHMENT

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input type="checkbox"/>		AMEND SCOPE <input checked="" type="checkbox"/>		AMEND TERM <input type="checkbox"/>		AUTO RENEW <input type="checkbox"/>		BAA <input type="checkbox"/>							
ORIGINATING DEPARTMENT: Medical Staff Services				CONTACT PERSON: Terri Schnieder PHONE: 582-6640											
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):				CEO <input checked="" type="checkbox"/>		CFO <input type="checkbox"/>		COO <input type="checkbox"/>		CNO <input type="checkbox"/>		CIO <input type="checkbox"/>		IVCH <input type="checkbox"/>	
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>										MEETING DATE: 12/11/2012		COMMITTEE RECOMMENDS: Approve			
TYPE OF CONTRACT:															
Physician Professional Service Agreement (P-PSA)				<input checked="" type="checkbox"/>		Type: Amendment to Orthopedic Coverage Agreement									
Physician Medical Director Agreement (MDA)				<input type="checkbox"/>		Type: _____									
Vendor Professional Service Agreement (V-PSA)				<input type="checkbox"/>		Type: _____									
Other _____				<input type="checkbox"/>		Type: _____									
❖ Business Associated Agreement Required?				YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>									
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>															
LEGAL NAME OF CONTRACTOR/ VENDOR: Patrick Osgood, M.D.															
Purpose of the Contract/Alternatives: Amended to add compensation provision approved by the Board of Directors in January 2012.															
Scope of the Contract: Agreement amended to provide holiday pay compensation provision. Physician shall be paid holiday pay at a rate of 1.5 x base stipend (\$750.00 x 1.5 = \$1,125.00).															
DATES OF CONTRACT:				EFFECTIVE DATE: 12/24/2014				END DATE: 12/31/15							
Version History:				Original Effective date: 1/1/2011 Renewal Dates: Amendment Dates: 12/24/2014											
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR															
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> Holiday pay = the current stipend (\$750.00) plus one half of that value (\$375.00) per 24 hours.															
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> Net 30															
Total Cost of Contract:				Up to \$10,125 per year											
Compensation Audit Process:				See Policies AGOV-10 and ABD-21											
Is Cost of Contract Budgeted?				YES <input checked="" type="checkbox"/>		NO <input type="checkbox"/>									
If NOT budgeted or exceeds budgeted amount, identify the offset:															
TFHS Primary Responsible Party:				Terri Schnieder, CPMSM, Director of Medical Staff Services											
TFHS Secondary Responsible Party:				Robert Schapper, Chief Executive Officer											

ORIGINATING DEPARTMENT: Medical Staff Services	CONTACT PERSON: Terri Schnieder Phone: 582-6640
---------------------------------------------------	----------------------------------------------------

LEGAL NAME OF CONTRACTOR/ VENDOR: Patrick Osgood, M.D.

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: 
Verified within Fair Market Value Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	Patrick Osgood, M.D.
Mailing Address:	10051 Lake Drive #3 Truckee, CA 96161
Telephone and Fax Number:	Phone: 587-7461 Fax: 587-1149
Email Address of Contact:	posgood@tfhd.com
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION	
W-9 and Certificates of Insurance Must Be Submitted with any Contract	

ADDITIONAL INFORMATION

An agreement reflecting this holiday pay provision went before the Board on January 24, 2012 and was approved per Governance Committee recommendation. No record of the executed agreement can be found, this Amendment will memorialize the understanding between the parties.

Reference:
 Policy ABD – 21 Physician and Professional Service Agreements
 Policy AGOV – 10 Contract Review Policy
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:

W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.

Contracts Review:	
_____	_____
Date	Initials
CFO Review:	
_____	_____
Date	Initials

BOARD ACTION: _____	MEETING DATE: _____
Out for TFHD Signature: _____	Date: _____
Out for Vendor Signature: _____	Date: _____
Uploaded to Contracts System: _____	Date: _____
Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>	
CONTRACT #: _____	Document Reference: _____
(i.e. 10001)	(i.e. #####.C)

AMENDMENT TO ORTHOPEDIC COVERAGE AGREEMENT

This Amendment is effective on the 24th day of December 2014, by and between Tahoe Forest Hospital District (hereinafter "DISTRICT") and Patrick Osgood, M.D., (hereinafter "PHYSICIAN") and shall amend and become a part of a certain agreement made between the parties dated January 1, 2011 (hereinafter "BASIC AGREEMENT").

NOW, THEREFORE, the parties agree as follows:

Section 5, "Compensation" of the BASIC AGREEMENT shall be amended as follows:

5.1.1 Notwithstanding, section 5.1 above, Physician shall be paid their current stipend (base stipend \$750.00) plus one half of that value (\$375) or 1 ½ their regular stipend which is (\$750.00 + 375.00 = \$1,125.00) per 24 hours worked on the following holidays: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day

Except as specifically revised by this Amendment and any and all subsequent Amendments, the BASIC AGREEMENT shall continue in full force and effect pursuant to the terms thereof.

TAHOE FOREST HOSPITAL DISTRICT

BY: _____
Robert A. Schapper
Chief Executive Officer

Date: _____

PHYSICIAN

BY: _____
Patrick Osgood, M.D.

Date: _____

ORTHOPEDIC COVERAGE AGREEMENT

This agreement ("Agreement") is made and entered into effective this 1st day of January, 2011, by and between TAHOE FOREST HOSPITAL DISTRICT ("Hospital"), and Patrick Osgood, MD ("Physician") with respect to the following:

RECITALS

Hospital operates a licensed 25 bed Critical Access Hospital providing, among other services, orthopedic and emergency medical services.

Hospital has determined that there is a need in the Hospital for the availability of qualified orthopedic physicians to be available on an on-call basis to provide medical services for Hospital patients in need of emergency care.

Physician is licensed to practice medicine in the State of California and is qualified to provide professional orthopedic services ("Specialty Services" or "Specialty");

Physician desires to provide such specialty Services to Hospital patients under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other valuable consideration, the parties agree as follows:

AGREEMENT

1. Physician Services.

1.1 Physician shall provide Specialty Services to Hospital and to patients at the Hospital. These Services shall be performed in accordance with the terms of this Agreement and in accordance with the Bylaws and Rules and Regulations of Hospital's Medical Staff. The professional activities of the physicians performing such Specialty Services shall be subject to such reviews as may be required hereunder or in accordance with the Medical Staff Bylaws, Rules and Regulations or Hospital policy. Physician shall assure such services are provided consistent with California and federal law, and the standards of the Hospital.

1.2 Physician shall:

1.2.1 Provide on call services for the Emergency Department and make himself/herself available for those specific shifts designated in advance on the monthly specialty on call calendar.

1.2.2 Be available for call services during the 24-hour period designated by physician's specialty (actual shift start and end times may vary by specialty).

1.2.3 Be able to respond to and provide Specialty Services at Hospital as soon as possible, but not later than 60 minutes following the request to provide such services.

2. Qualifications.

2.1 Physician shall assure that all physicians performing services hereunder maintain on an unrestricted basis:

2.1.1 California licensure as a physician;

2.1.2 Federal DEA registration;

2.1.3 Medical Staff membership and appropriate physician privileges at Hospital;

2.1.4 Professional liability coverage as set forth herein.

3. Nondiscrimination and Compliance with Law. In providing services under this Agreement, Physician shall comply with all applicable nondiscrimination laws and all laws applicable to the provision of emergency services, including without limitation (a) California Health & Safety Code Section 1317.3, which requires that physicians not refuse to provide emergency care and services to patients on the basis of race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, physical or mental handicap, insurance status, economic status, or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition, or physical or mental handicap is medically significant to the provision of appropriate medical care to the patient, and (b) the federal Emergency Medical Treatment and Active Labor Act ("EMTALA").

4. Independent Contractor. In performance of Physician's duties and obligations under this Agreement, it is mutually understood and agreed that Physician is at all times acting and performing professional services as an independent contractor, and nothing in this Agreement is intended nor shall be construed to create any employer/employee, partnership, joint venture or landlord/tenant relationship between the parties. Hospital shall neither have nor exercise any control or direction over the methods by which physicians shall perform professional services. The sole interest and responsibility of Hospital is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner. The standards of medical practice and professional duties of Physician shall be determined by the Hospital Medical Staff, and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of physicians and hospitals shall be fully complied with by the parties.

5. Compensation.

5.1 In return for Physician's provision of Specialty Services and all other services and obligations under this Agreement, Hospital shall pay Physician a maximum of \$750.00 in a 24 hour period.

5.2 Physician shall provide to the Medical Staff Coordinator appropriate documentation of such services to assist the Hospital in documenting charges for Coverage Services provided under this Agreement.

5.3 Physician shall bill and collect for professional services Physician provides pursuant to this Agreement in compliance with applicable laws, customary professional practices, and the Medicare and Medical Programs, and other third-party payor programs, whether public or private.

6. Term and Termination.

6.1 This Agreement shall be effective on January 1, 2011, and will automatically renew on each successive anniversary date, unless either party gives the other written notice of intent not to renew prior to the anniversary date.

6.2 Notwithstanding any other provision in this Agreement, this Agreement may be terminated on the first to occur of the following:

6.2.1 Either party, at any time during the term of this Agreement, may terminate this Agreement with or without cause upon giving the other party at least thirty (30) days advance written notice.

6.2.2 Either, party may terminate this Agreement on at least fourteen (14) days written notice to the other party if the party to whom such notice is given is in material breach of this Agreement. The party claiming the right to terminate hereunder shall set forth in the notice of intended termination the facts underlying its claim that the other party is in breach of this Agreement. Remedy of such breach within ten (10) days of the receipt of such notice shall revive the Agreement in effect for the remaining term.

7. Professional Liability Coverage.

7.1 Physician shall, at Physician's sole cost and expense, maintain professional liability coverage covering all services performed by Physician under this Agreement in a form acceptable to Hospital with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year, which insures Physician against any act, error or omission for which Physician may be liable as a result of the practice of medicine. Physician shall provide Hospital with certificates evidencing the coverage required under this Section and providing for not less than twenty (20) days notice to Hospital of the cancellation of such coverage. Physician shall

promptly notify Hospital of any cancellation, reduction, or other material change in the amount or scope of any coverage(s) required under this section.

7.2 If the professional liability coverage procured pursuant to this Section is on a "claims made" rather than "occurrence" basis, Physician shall obtain extended reporting malpractice coverage ("tail" coverage) upon the occurrence of any of the following:

7.2.1 Termination or expiration of this Agreement if such event will result in a gap in coverage;

7.2.2 Any change of coverage by Physician if such change will result in a gap in coverage; or

7.2.3 Amendment, reduction or other material change in the then existing professional liability coverage of Physician if such amendment, reduction or other material change will result in a gap in coverage.

8. Notice.

8.1 Written notice required under this Agreement shall be delivered personally or sent by United States mail, postage prepaid, and addressed or delivered to the parties at the following addresses (or such other address as may hereafter be designated by a party by written notice thereof to the other party)

Physician: Patrick Osgood, MD
10051 Lake Avenue, #3
Truckee, CA 96161

Hospital: Tahoe Forest Hospital District
10121 Pine Avenue
Truckee, CA 96161
Attention: Robert A. Schapper

8.2 If personally delivered, such notice shall be effective upon delivery, and if mailed as provided for above, such notice shall be effective two (2) United States Postal Service delivery 10 days after it is placed in the mail.

9. Compliance.

9.1 Nothing in this Agreement is intended or shall require either party to violate the California or federal prohibitions on payments for referrals, and this Agreement shall not be interpreted to:

9.1.1 Require Physician to make referrals to Hospital, be in a position to make or influence referrals to Hospital, or otherwise generate business for Hospital.

9.1.2 Restrict any Physician from establishing staff privileges at, referring any service to, or otherwise generating any business for any other entity of his choosing.

9.2 The parties recognize that this Agreement may be subject to amendment to reflect such laws and implementing regulations and to new legislation. Any provision of law that invalidates, or otherwise is inconsistent with the terms of this Agreement, or that would cause one or both of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement, provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law.

10. Facilitation. Each party agrees promptly to perform any further acts and to execute, acknowledge and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement or effect its purposes.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any and all prior offers, representations and agreements, oral and in writing, between the parties regarding the subject matter hereof. Any modification of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

12. Assignment Neither party may assign its rights or delegate its duties hereunder without the prior written consent of the other.

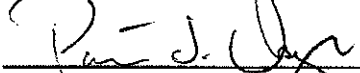
IN WITNESS WHEREOF, the parties hereto execute this Agreement as set forth below.

HOSPITAL

By: 

Date: 3/7, 2011

PHYSICIAN

By: 

Date: 3/02, 2011

SP:OsgoodOrthoCallAgmt

CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant (pbarrett@tfhd.com) for Processing and Compliance Review

NEW CONTRACT <input checked="" type="checkbox"/>			AMEND SCOPE <input type="checkbox"/>			AMEND TERM <input type="checkbox"/>			AUTO RENEW <input type="checkbox"/>			BAA <input type="checkbox"/>		
ORIGINATING DEPARTMENT: Medical Staff Services						CONTACT PERSON: Terri Schnieder PHONE: 582-6640								
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC): CEO <input checked="" type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> CNO <input type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>						REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> MEETING DATE: Straight to Board COMMITTEE RECOMMENDS:								
TYPE OF CONTRACT:														
Physician Professional Service Agreement (P-PSA)						<input checked="" type="checkbox"/>			Type: Department Chairs					
Physician Medical Director Agreement (MDA)						<input type="checkbox"/>			Type: _____					
Vendor Professional Service Agreement (V-PSA)						<input type="checkbox"/>			Type: _____					
Other _____						<input type="checkbox"/>			Type: _____					
❖ Business Associated Agreement Required?						YES <input type="checkbox"/>			NO <input checked="" type="checkbox"/>					
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>														
LEGAL NAME OF CONTRACTOR/ VENDOR: SEE ADDITIONAL NOTES: Uglum (OB/Peds), Laine (Emergency Medicine), Specht,(Anesthesia), Mohr (Diagnostic Imaging)														
Purpose of the Contract/Alternatives: The Departments of the Medical Staff elects department chairs to perform the self governance of the medical staff and to serve on the Medical Executive Committee. Drs. Uglum, Laine, Specht, and Mohr have been elected as chairs of their respective departments/Committees. These positions are for 2 years.														
Scope of the Contract: Per the Medical Staff Bylaws, the department chairs of the medical staff have clearly outlined duties including sitting on the Medical Executive Committee. These are outlined in the contract. These contracts replace Drs. Thompson (OB/Peds), Keats (Emergency Medicine), Alpert (Anesthesia) and Kamenetsky (Diagnostic Radiology Committee).														
DATES OF CONTRACT:				EFFECTIVE DATE: 1/1/2015				END DATE: 12/31/16						
Version History:				Original Effective date: Renewal Dates: Amendment Dates:										
PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR														
Compensation Structure: <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$400/month for services rendered pursuant to the contract. Additionally, reimbursement for reasonable out of pocket expenses for education and training related to performance of duties described in the contract.														
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> Net 30														
Total Cost of Contract:				\$9,600 per two year term, plus reasonable out-of-pocket expenses										
Compensation Audit Process:				See Policies AGOV-10 and ABD-21										
Is Cost of Contract Budgeted?				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>										
If NOT budgeted or exceeds budgeted amount, identify the offset:														
TFHS Primary Responsible Party:				Terri Schnieder, CPMSM, Director of Medical Staff Services										
TFHS Secondary Responsible Party:				Robert Schapper, Chief Executive Officer										

ORIGINATING DEPARTMENT: Medical Staff Services	CONTACT PERSON: Terri Schnieder Phone: 582-6640
----------------------------------------------------------	-----------------------------------------------------------

LEGAL NAME OF CONTRACTOR/ VENDOR: SEE ADDITIONAL NOTES: Uglum (OB/Peds), Laine (Emergency Medicine), Specht,(Anesthesia), Mohr (Diagnostic Imaging)

REQUIRED COMPLIANCE INFORMATION

Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	<i>Compliance Officer Signature:</i> AMH for Gail Betz per attached e-mail AMH for Gail Betz per attached e-mail
Verified within Fair Market Value Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION

Contractor Representative Name:	See additional information below
Mailing Address:	
Telephone and Fax Number:	Phone: _____ Fax: _____
Email Address of Contact:	
Accounts Receivable Representative:	

REQUIRED FINANCIAL INFORMATION

W-9 and Certificates of Insurance Must Be Submitted with any Contract

ADDITIONAL INFORMATION

A minimum of 4 hours of services, resulting in hourly compensation of no more than \$100/hour, will be rendered in this role. 25% of total cost of contract is subsidized by Medical Staff Services dues.

Else Uglum, M.D.
10986 Donner Pass Rd, #130, Truckee, CA 96161
587-3523 Tel. / 582-6192 Fax / euglum@tfhd.com

Thomas Specht, M.D.
P. O. Box 2573, Truckee, CA 96160
587-6011 Tel. / 582-3287 Fax / tspecht@tfhd.com

Jonathan Laine, M.D.
P.O. Box 30415, Truckee, CA 96161
587-6011 Tel. / 582-3201 Fax / jlaine@tfhd.com

Greg Mohr, M.D.
P.O. Box 759, Truckee, CA 96160
582-3420 Tel. / 582-3425 Fax / gmohr@tfhd.com

Reference:
Policy ABD – 21 Physician and Professional Service Agreements
Policy AGOV – 10 Contract Review Policy
Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.
Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:

W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.

Contracts Review:	
_____	_____
Date	Initials
CFO Review:	
_____	_____
Date	Initials

BOARD ACTION: _____	MEETING DATE: _____
Out for TFHD Signature: _____	Date: _____
Out for Vendor Signature: _____	Date: _____
Uploaded to Contracts System: _____	Date: _____
CONTRACT #: _____	Document Reference: _____
(i.e. 10001)	(i.e. #####.C)
	Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>

Hoffman, Ashly

AHH 12/11/14

From: Betz, Gail
Sent: Thursday, December 11, 2014 12:02 PM
To: Hoffman, Ashly
Cc: Barrett, Patricia
Subject: Fwd: Uglum/Laine/Speccht/Mohr - New PSA Department Chair
Attachments: image001.gif; Laine- DeptChairER Dept.doc; Mohr_DeptChairDI_2015-01-01.doc; Specht-DeptChairAnesthesia 2015-01-01.doc; Uglum- DeptChairOBPeds.doc; + UglumSpechtLaineMohrDeptChairPSA Contract Routing Form_2015-01-01.pdf

The attached 4 medical officer contracts are approved for FMV and commercial reasonableness.

Gail

Sent via the Samsung GALAXY S®4, an AT&T 4G LTE smartphone

----- Original message -----

From: "Hoffman, Ashly" <AHoffman@TFHD.COM>
Date: 12/11/2014 11:41 AM (GMT-08:00)
To: "Betz, Gail" <gbetz@TFHD.COM>
Cc: "Barrett, Patricia" <pbarrett@TFHD.COM>
Subject: Uglum/Laine/Speccht/Mohr - New PSA Department Chair

Attached find the revised new PSA department chair contracts for Uglum/Laine/Speccht/Mohr with contract routing form.

Ashly M. Hoffman

Contracts Coordinator

ahoffman@tfhd.com



P.O. Box 759

Truckee, CA 96160

(530) 582-6384 tel.

(530) 582-3567 fax

www.tfhd.com

TAHOE FOREST HOSPITAL DISTRICT
PROFESSIONAL SERVICES AGREEMENT
OBSTETRICS/PEDIATRICS DEPARTMENT CHAIR

This Agreement is effective on January 1, 2015 by and between Else Uglum, M.D. (hereinafter referred to as "DEPARTMENT CHAIR") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates a 25 bed Critical Access Hospital with a 37 bed Skilled Nursing Facility in Truckee, California, a four-bed hospital offering 24-hour emergency services and surgicenter services in Incline Village, Nevada, including its Medical Staff (hereinafter referred to as "MEDICAL STAFF"). DISTRICT desires to enter into an agreement with DEPARTMENT CHAIR to monitor the quality and appropriateness of care provided to residents of the DISTRICT. The DEPARTMENT CHAIR is licensed to practice medicine in the State of California. The DISTRICT is desirous of engaging DEPARTMENT CHAIR to perform such duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. **Responsibilities:** During the term of this agreement, the DEPARTMENT CHAIR will be responsible for the provision of all services outlined in EXHIBIT A, Medical Staff Bylaws Department Chair Duties, attached hereto and made a part hereof. DEPARTMENT CHAIR shall complete a minimum of 4 hours each month performing the responsibilities of this position.
2. **Compensation:** DISTRICT shall pay DEPARTMENT CHAIR, Four Hundred Dollars (\$400.00), payable on the 15th day of the month immediately following the month which DEPARTMENT CHAIR renders services, so long as DEPARTMENT CHAIR submits the signed Monthly Services Attestation Form attached hereto and incorporated herein as EXHIBIT B.

DISTRICT shall reimburse DEPARTMENT CHAIR for reasonable out-of-pocket expenses incurred by DEPARTMENT CHAIR while performing duties under this Agreement, so long as those expenses comply with DISTRICT policies in place at the time such expenses were incurred.

DISTRICT shall reimburse DEPARTMENT CHAIR for reasonable out-of-pocket expenses incurred as a result of training and education related to the performance of the duties described herein, so long as such expenses have been pre-approved by the Hospital's Chief Executive Officer or designee, and the expenses comply with DISTRICT policies in place at the time such expenses were incurred.

3. Term: Subject to earlier termination as provided hereafter, this agreement shall continue for a period of two (2) years commencing as of the above written date.
4. Termination: This agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:

DISTRICT
Chief Executive Officer
Tahoe Forest Hospital District
P.O. Box 759
Truckee, California 96160

DEPARTMENT CHAIR
Else Uglum, M.D.
10986 Donner Pass Road, #130
Truckee, CA 96161

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United States mail, postage prepaid.

5. Independent Contractor: DEPARTMENT CHAIR shall perform the services and duties required under this agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with, DISTRICT.
6. DISTRICT's Obligations:
 - A. DISTRICT shall provide services to patients according to the DISTRICT/ MEDICAL STAFF policies. DISTRICT retains professional and administrative responsibility for the services rendered.
 - B. Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will provide the DEPARTMENT CHAIR an orientation to the DEPARTMENT CHAIR functions. Additional materials will be provided, as needed, throughout the term of the agreement. The Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will be accessible to the DEPARTMENT CHAIR and will facilitate coordination and continuity of services.
 - C. DISTRICT will ensure the quality and utilization of services in accordance with its quality management program.
 - D. DISTRICT will provide DEPARTMENT CHAIR with any changes to these rules, regulations and standards and allow the DEPARTMENT CHAIR at least thirty (30) days to meet these changes.
7. Compliance With Laws and Regulations: DEPARTMENT CHAIR at all times while performing hereunder shall be licensed to practice medicine in the State of California and/or the State of Nevada will maintain Active Staff privileges on the DISTRICT's Medical Staff. DEPARTMENT CHAIR shall perform duties in a timely manner and in

accordance with DISTRICT policies and Medical Staff Bylaws and Rules and Regulations. In addition, DEPARTMENT CHAIR shall comply with the laws of the State of California, the standards of the Healthcare Facilities Accreditation Program (HFAP), and the Ethics of the American Medical Association and the American Osteopathic Association. DEPARTMENT CHAIR will comply with educational requirements and adhere to personnel qualifications.

8. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that DEPARTMENT CHAIR shall be covered under DISTRICT's comprehensive general liability insurance while performing as DEPARTMENT CHAIR hereunder. DEPARTMENT CHAIR shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the states and approved by the DISTRICT with limits not less than \$1,000,000.

9. Access To Books And Records Of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the DEPARTMENT CHAIR will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is governed by the requirements of Public Law 96-+99, Sec 952 (Sec 1861 (v) (1) of the Social Security Act) and the regulation promulgated thereunder.

10. Entire Agreement. This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the parties have caused the agreement to be executed and delivered as of the date first above written.

TAHOE FOREST HOSPITAL DISTRICT

BY: _____ DATE: _____
Robert A. Schapper,
Chief Executive Officer

OBSTETRICS/PEDIATRICS DEPARTMENT CHAIR

BY: _____ DATE: _____
Else Uglum, M.D.

TFHD PSA Obstetrics/Pediatrics Department Chair - Uglum

EXHIBIT A

MEDICAL STAFF BYLAWS DEPARTMENT CHAIR DUTIES

.5 DEPARTMENT CHAIR AND VICE CHAIR

9.5-1 QUALIFICATIONS

Each department shall have a chair and vice chair who shall be a member of the Active or Senior Active Medical Staff and shall, if required by California hospital licensure regulations, be board certified or board eligible in his/her specialty; and, further, shall be qualified by training, experience and demonstrated ability in at least one of the clinical areas covered by the Department.

9.5-2 SELECTION

The chair and vice chair shall be elected every year by those members of the Department who are eligible to vote for general officers of the Medical Staff. Nominations shall be made from the floor when the election meeting is held. Vacancies due to any reason shall be filled for the unexpired term through special election by the respective department with such mechanisms as that department may adopt.

9.5-3 TERMS OF OFFICE

Each department chair and vice chair shall serve a two year term which coincides with the Medical Staff year or until their successors are chosen, unless they shall sooner resign, be removed from office, or lose their Medical Staff membership or privileges in that department. Department officers shall be eligible, without further vote, to succeed themselves, but may not serve more than two consecutive terms in the same office.

9.5-4 REMOVAL

Department chairs and vice chairs may be removed from office for cause, including but not limited to loss of confidence and support of the members of the Department or failure to cooperatively and effectively perform the responsibilities of his/her office. Recall may be accomplished by a two-thirds vote of the Executive Committee or a two-thirds vote of the Department members eligible to vote on Departmental matters who cast votes.

9.5-5 DUTIES OF DEPARTMENT CHAIR

Each Department chair shall have the following authority, duties and responsibilities, and the vice chair, in the absence of the chair, shall assume all of them and shall otherwise perform such duties as may be

assigned to him/her:

- (a) act as presiding officer at departmental meetings;
- (b) report to the Executive Committee and to the Chief of Staff regarding all professional and administrative activities within the Department;
- (c) generally monitor the quality of patient care and professional performance rendered by members with clinical privileges in the Department through a planned and systematic process; and oversee the effective conduct of the patient care, evaluation, and monitoring functions delegated to the Department by the Executive Committee. At the discretion of the chair, this function may be delegated to the vice chair;
- (d) develop and implement Departmental programs for retrospective patient care review, on-going monitoring of practice, credentials review and privilege delineation, medical education, utilization review, and quality assessment;
- (e) be a voting member of the Executive Committee, and give guidance on the overall medical policies of the Medical Staff and Hospital and make specific recommendations and suggestions regarding the Department;
- (f) transmit to the Executive Committee the Department's recommendations concerning practitioner appointment and classification, reappointment, criteria for clinical privileges, monitoring of specified services, and corrective action with respect to persons with clinical privileges in the Department;
- (g) endeavor to enforce the Medical Staff Bylaws, Rules, and policies within the Department;
- (h) communicate and implement within the Department actions taken by the Executive Committee;
- (i) participate in every phase of administration of the Department, including making recommendations for space and other resources needed by the Department and cooperating with the nursing service and the Hospital Administration in matters such as personnel, supplies, special regulations, standing orders, and techniques;
- (j) assist in the preparation of such annual reports, including budgetary planning, pertaining to the Department, as may be

required by the Executive Committee; and

- (k) perform such other duties commensurate with the office as may from time to time be requested by the Chief of Staff or the Executive Committee.

9.5-6 DUTIES OF DEPARTMENT VICE CHAIR

The vice chair shall assume all duties and authority of the chair in the absence of the chair. The vice chair will be the Department representative to the Quality Assessment Committee. Each vice chair shall be principally responsible for quality assessment and utilization review activities within the Department. The vice chair's duties will therefore include serving as a liaison between the Hospital nursing case managers and the concerned individual physician, and as such shall serve as the physician advisor to the quality assessment and nursing case managers for his/her Department.

10.3 EXECUTIVE COMMITTEE

10.3-1 COMPOSITION

The Executive Committee shall consist of the following persons:

- (a) The officers of the Medical Staff;
- (b) The Department chairs;
- (c) The Chair of the Quality Assessment Committee; and
- (d) The Chief Executive Officer, who may attend on an ex-officio basis without a vote.

10.3-2 DUTIES

The duties of the Executive Committee shall include, but not be limited to:

- (a) representing and acting on behalf of the Medical Staff in the intervals between Medical Staff meetings, subject to such limitations as may be imposed by these Bylaws;
- (b) coordinating and implementing the professional and organizational activities and policies of the Medical Staff;
- (c) receiving and acting upon reports and recommendations from Medical Staff departments, committees, and assigned activity groups;
- (d) recommending actions to the Board of Directors on matters of a medical-administrative nature;

- (e) recommending the organizational structure of the Medical Staff, the mechanism to review credentials, delineate individual clinical privileges, restrict or terminate privileges or membership and provide fair hearings, the organization of quality assessment activities and mechanisms of the Medical Staff, as well as other matters relevant to the operation of an organized Medical Staff;
- (f) evaluating the medical care rendered to patients in the Hospital as necessary to assure that all patients admitted or treated in any of the Hospital services receive a uniform standard of quality patient care, treatment, and efficiency consistent with generally accepted standards attainable within the Hospital's means and circumstances.
- (g) participating in the development and approval of all Medical Staff and Hospital policies, practice, and planning;
- (h) reviewing the qualifications, credentials, performance and professional competence and character of applicants for both clinical privileges and/or Medical Staff membership, obtaining and considering the recommendations of the concerned departments, and making recommendations to the Board of Directors regarding Medical Staff appointments and reappointments, assignments to departments, clinical privileges, and corrective action;
- (i) taking reasonable steps to promote ethical conduct and quality clinical performance on the part of all those requesting or holding clinical privileges and all members including requiring evaluation of performance whenever there is doubt about a practitioner's ability to perform requested privileges and/or the initiation of and participation in Medical Staff corrective or review measures when warranted;
- (j) taking reasonable steps to develop continuing education activities and programs for the Medical Staff.
- (k) designating such committees as may be appropriate or necessary to assist in carrying out the duties and responsibilities of the Medical Staff and approving or rejecting appointments to those committees by the Chief of Staff;
- (l) reporting to the Medical Staff at each regular Medical Staff meeting;
- (m) assisting in the obtaining and maintenance of accreditation;
- (n) developing and maintaining methods for the protection and care of

patients and others in the event of internal or external disaster;

- (o) appointing such special or ad hoc committees as may seem necessary or appropriate to assist the Executive Committee in carrying out its functions and those of the Medical Staff;
- (p) reviewing the quality and appropriateness of services provided by physicians and allied health professionals enjoying agreements with the Hospital;
- (q) reviewing and approving the designation of the Hospital's authorized representative for National Practitioner Data Bank purposes; and
- (r) reviewing and approving the Utilization Review and Quality Assessment Plans.

10.3-3 MEETINGS

The Executive Committee shall meet as often as necessary, but at least once a month and shall maintain a record of its proceedings and actions.

EXHIBIT B



TAHOE FOREST HOSPITAL DISTRICT
MONTHLY SERVICE TIME ATTESTATION

Physician: Please verify that you have satisfied the minimum hours performed for the services rendered pursuant to your Professional Services Agreement.

I, _____, hereby attest that I personally performed no less than 4 hours during the month of _____, 201__ for all services required pursuant to my role as _____. I declare that the above statement is true and accurate to the best of my knowledge.

Physician's signature: _____ Date _____