TAHOE FOREST HOSPITAL DISTRICT

2016-05-18 Board Governance Committee Meeting

Wednesday, May 18, 2016 at 12:00 p.m.

Tahoe Conference Room - Tahoe Forest Hospital

10054 Pine Avenue, Truckee, CA 96161

Meeting Book - 2016-05-18 Board Governance Committee Meeting

05/18/16 Goverance Committee

AGENDA

ITEMS 1 - 4: See Agenda

5. APPROVAL OF MINUTES

6. ITEMS FOR COMMITTEE DISCUSSION AND/OR RECOMMENDATION

6.1. Committee Education

David Ruderman of Colantuono, Highsmith & Watley

No related materials.

6.2. Contracts

6.2.1. Contract Renewal Structure Presentation

Tom Wright & Gayle McAmis

Presentation will be made at the meeting.

6.3. Policy Review

ITEMS 7 - 10: See Agenda

TAHOE FOREST HOSPITAL DISTRICT

GOVERNANCE COMMITTEE AGENDA

Wednesday, May 18, 2016 at 12:00 p.m.
Tahoe Conference Room - Tahoe Forest Hospital
10054 Pine Avenue, Truckee, CA 96161

1. CALL TO ORDER

2. ROLL CALL
John Mohun, Chair; Greg Jellinek, M.D., Board Member

3. CLEAR THE AGENDA/ITEMS NOT ON THE POSTED AGENDA

4. INPUT – AUDIENCE
This is an opportunity for members of the public to address the Committee 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 Committee cannot take action on any item not on the agenda. The Committee 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.

5. APPROVAL OF MINUTES OF: 04/20/2016

6. ITEMS FOR COMMITTEE DISCUSSION AND/OR RECOMMENDATION

6.1. Committee Education

6.1.1. Health and Safety Code § 31325(b)
General Counsel will provide Committee with education on the Health and Safety Code § 31325(b).

6.2. Contracts
New, amended, and auto renewed contracts are submitted to the Governance Committee for review and consideration for recommendation of approval by the Board of Directors.

6.2.1. Presentation on Upcoming Physician Contract Renewal Structure..... ATTACHMENT*
6.2.2. Gerald Schaffer – Professional Services Agreement Amendment..... ATTACHMENT
6.2.3. Ellen Cooper – Professional Services Agreement Amendment ..... ATTACHMENT
6.2.4. Julie Conyers – Professional Services Agreement Amendment..... ATTACHMENT

6.3. Policy Review
Governance Committee will review and discuss board policies.

6.3.1. ABD-21 Physician and Professional Service Agreements

6.4. Corporate Compliance Program

6.4.1. 1st Quarter 2016 Corporate Compliance Program Report
Governance Committee will review the 1st Quarter 2016 Corporate Compliance Program Report.

7. CLOSED SESSION

7.1. Approval of Closed Session Minutes: 04/20/2016

7.2. Hearing (Health & Safety Code § 32155)
Subject Matter: 1st Quarter 2016 Corporate Compliance Program Report – CLOSED SESSION
Number of items: One (1)

8. REVIEW FOLLOW UP ITEMS / BOARD MEETING RECOMMENDATIONS

9. NEXT MEETING DATE

The next Governance Committee meeting is scheduled for June 15, 2016 at 8:00 a.m.

10. ADJOURN

*Denotes material (or a portion thereof) may be distributed later.

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.

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.

GOVERNANCE COMMITTEE
DRAFT MINUTES

Wednesday, April 20, 2016 at 8:00 a.m.
Tahoe Conference Room - Tahoe Forest Hospital
10054 Pine Avenue, Truckee, CA 96161

1. CALL TO ORDER
Meeting was called to order at 8:11 a.m.

2. ROLL CALL
Board: John Mohun, Chair; Greg Jellinek, M.D., Board Member

Staff: Harry Weis, CEO; Crystal Betts, CFO; Judy Newland, CNO; Ted Owens, Director of Governance and Community Development; Martina Rochefort, Clerk of the Board

Other: Jim Hook, The Fox Group (via phone)

3. CLEAR THE AGENDA/ITEMS NOT ON THE POSTED AGENDA
No changes were made to the agenda.

4. INPUT – AUDIENCE
No public comment was received.

Open Session recessed at 8:12 a.m.

5. CLOSED SESSION
5.1. Approval of Closed Session Minutes: 03/17/2016
Discussion was held on a privileged matter.

Open Session reconvened at 8:13 a.m.

6. APPROVAL OF MINUTES OF: 03/17/2016
Director Jellinek moved to approve the Governance Committee Minutes of March 17, 2016, seconded by Director Mohun.

7. ITEMS FOR COMMITTEE DISCUSSION AND/OR RECOMMENDATION
7.1. Contracts
7.1.1. Bretan – Professional Services Agreement MSC
Discussion was held regarding the need for urology. Director Jellinek indicated there has been a long need in the community for urology.

CFO stated the work done by KaufmanHall showed an aging population in the area and also supported the need for urology.

Director Mohun inquired about the call clause in the contract. CEO noted urology is not an EMTALA specialty. The physician could be called for an in-patient consult; however, it is not anticipated that he will be called often.

Discussion was held regarding tracking call for non-EMTALA specialties. Committee inquired if there was an electronic way to track non-EMTALA call. Discussion was held as to whether new EHR system could track this electronically.

Discussion was held regarding whether or not the physician would obtain a Nevada license. Contract requires physician to obtain a license in Nevada.

7.1.2. Hortareas – Hospitalist Services Agreement

Physician is based out of Arizona and would like a full time position if one opens up.

Director Jellinek noted a typo on the Contract Routing From under total cost of contract. The notation should indicate "per hour". Contract Routing Form will be corrected before the Board Meeting.

Discussion was held about process for a hospitalist starting at TFHD.

Physician was interviewed and selected by the current hospitalists on staff.

7.2. Policy Review

7.2.1. ABD-21 Physician and Professional Service Agreements

Director Mohun provided historical background for board policy ABD-21 Physician and Professional Service Agreements.

CEO recommended to Governance Committee that he should sign contracts after the Board approves contract.

Director Jellinek asked Jim Hook of The Fox Group how the District's policy compares to other hospitals. Mr. Hook indicated the District's policy is more robust than most other facilities.

Discussion was held about making sure physicians know the contracts are subject to board approval.

CEO recommended Governance Committee review the policy over the next month and bring back to the next meeting for further discussion.

Governance Committee would like to bring the policy to the full board for discussion at the April meeting.

Director Mohun questioned if base compensation language (section 2.2.2.) should remain in the policy.

7.3. Committee Education

Governance Committee received education on the District's ACHD Certification and upcoming legislation.

7.3.1. ACHD Best Practices in Governance Certification Update

The District completed its submission for the ACHD Best Practices in Governance and sent in the package earlier this week.

7.3.2. Legislation Update

Ted Owens provided an update of key California legislation.

AB2024 was redirected to the Assembly Health Committee. The bill would enable Critical Access Hospitals to directly employ physicians.

AB1568 and SB815 are bills that would implement the Medi-Cal 2020 waiver which provides for many important programs benefiting Medi-Cal and uninsured patients.

AB1300 would help expedite care for patients with behavioral health needs (CA-5150).

AB2467 was cancelled by the author. It was an unnecessary reporting requirement for hospitals of names, positions and compensation to OSHPD. The reporting was considered burdensome and duplicative for public and district hospitals who already report such data. This is still an SEIU ballot measure.

SB1252 would require hospitals to notify patients in advance of treatment if any of the physicians are not contracted with the patient's insurance. This bill was cancelled by its author. CFO stated insurance companies are putting language in our contracts putting pressure to make sure there is a relationship between hospital groups.

AB2389 could change how special districts elect their boards by dividing up the district.

Mr. Owens will bring federal legislative update to next month's committee meeting.

8. REVIEW FOLLOW UP ITEMS / BOARD MEETING RECOMMENDATIONS

9. NEXT MEETING DATE

The next Governance Committee meeting is scheduled for May 18, 2016 at 12:00 p.m.

10. ADJOURN

Meeting adjourned at 9:40 a.m.

NOT FOR USE FOR MEDICAL EQUIPMENT, MEDICAL SUPPLY OR GROUP PURCHASING CONTRACTS

CONTRACT ROUTING FORM

Email Completed Form to Contracts Coordinator (tallowitz@tfhd.com) for Processing and Compliance

NEW CONTRACT ☐ AMEND SCOPE ☐ AMEND TERM ☑ AUTO RENEW ☐

ORIGINATING DEPARTMENT: Administration

PRIMARY RESPONSIBLE PARTY: Harry Weis, CEO

PHONE: 530-582-3482

RESPONSIBLE ADMINISTRATIVE COUNCIL MEMBER: CEO ☑ CFO ☐ COO ☐ CNO ☐ CIO ☐ IVCH ☐

SUBJECT TO GOVERNANCE COMMITTEE REVIEW? NO ☐ YES ☐ MEETING DATE:

GC COMMITTE RECOMENDATION:

CONTRACT TYPE/NAME:

Physician Professional Service Agreement (P-PSA) ☑ Contract Name: Schaffer TFHD Amendment PSA 2016

Physician Medical Director Agreement (P-MDA) ☐ Contract Name:

Vendor Professional Service Agreement (V-PSA) ☐ Contract Name:

Other: ☐ Contract Name:

❖ *Business Associated Agreement Required?* YES ☐ NO ☑

CONTRACT DETAILS: *(additional information may be provided on Page 2)*

CONTRACTOR/ VENDOR NAME: Gerald Schaffer, M.D.

Purpose of the Contract/Alternatives:

This Amendment extends the term of the original Agreement for one year.

Scope of the Contract:

The scope of the contract remains as per the original Agreement, dated 1/1/2015.
The expiration date will change from 6/30/2016 to 6/30/2017.

DATES OF CONTRACT:	**EFFECTIVE DATE:** 7/1/2016 **END DATE:** 6/30/2017
Version History:	Original Effective date: 1/1/2015 Renewal Dates: 7/1/2016 Amendment Dates: 7/1/2016

PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR

Compensation Structure: *Include "other comp" (i.e. education, phone stipend, etc.)*

Contract Term: *(anything other than Net 30 requires AC approval)*
12 months

Total Cost of Contract:	
Compensation Audit Process:	***See Policies AGOV-10 and ABD-21***
Is Cost of Contract Budgeted?	**YES** ☑ **NO** ☐
If NOT budgeted or exceeds budgeted amount, identify the offset:	N/A
TFHD Primary Responsible Party:	Harry Weis, CEO
TFHD Secondary Responsible Party:	Tom Wright, Interim Executive Director

ORIGINATING DEPARTMENT:	PRIMARY RESPONSIBLE PARTY: Harry Weis, CEO
Administration	Phone: 530-582-3482

CONTRACT NAME:
Schaffer TFHD Amendment PSA 2016

COMPLIANCE INFORMATION

"I certify that I am aware of the particular facts and circumstances of the proposed arrangement with Gerald Schaffer, M.D. , and I have determined (1) that the services to be provided by Gerald Schaffer, M.D. under the arrangement do not exceed those that are reasonable and necessary for the legitimate business purposes of TFHD, and (2) that this is a sensible, prudent business arrangement for TFHD and Gerald Schaffer, M.D. to enter into, and makes commercial sense, even if no referrals were made by Gerald Schaffer, M.D. to TFHD or any of its facilities."

Primary Responsible Party Signature: _____

It has been determined that the above contract is Commercially Reasonable - Yes: ☑ No: ☐

It has been determined that the above contract does not exceed Fair Market Value - Yes: ☑ No: ☐

Contract Coordinator Signature: _____

CONTRACTOR/VENDOR INFORMATION

Contractor Representative Name:	Gerald Schaffer, M.D.
Mailing Address:	
Telephone and Fax Number:	**Phone:** **Fax:**
Email Address of Contact:	

REQUIRED FINANCIAL INFORMATION

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

*(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.)*

ADDITIONAL INFORMATION

SECTION BELOW IS FOR CONTRACTS COORDINATOR USE ONLY:

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** ☐ **NO** ☐

TAHOE FOREST HOSPITAL DISTRICT

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - MULTISPECIALTY CLINIC

This Amendment to Professional Services Agreement – Multispecialty Clinic (the "**Amendment**") is effective on the 1st day of July 2016, by and between Tahoe Forest Hospital District (hereinafter "Hospital") and Gerald Schaffer, M.D., (hereinafter "**Physician**") and shall amend and become a part of that certain Professional Services Agreement – Multispecialty Clinic, made by and between Hospital and Physician, dated January 1st, 2015 (hereinafter "**Basic Agreement**").

NOW, THEREFORE, the Parties agree as follows:

1. Section 4.1 of the Basic Agreement shall be removed in its entirety and shall be replaced with the following language:

> "*4.1 This Agreement shall be effective on the effective date hereof and shall continue until June 30th 2017, unless either Party gives the other written notice of termination as described below in provision 4.2.*"

2. 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.

3. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Basic Agreement.

4. To the extent there is conflict between the terms of this Amendment and the Basic Agreement, this Amendment shall control.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement. Photocopies, facsimile transmissions, or email transmissions of Adobe portable document format files (also known as "PDF" files) of signatures shall be deemed original signatures and shall be fully binding on the parties to the same extent as original signatures.

Tahoe Forest Hospital District

BY: _____ Date: _____

Harry Weis
Chief Executive Officer

Physician

BY: _____ Date: _____

Gerald Schaffer, M.D.

6.2. Contracts

Contracts redacted.

Available for public viewing via a Public Records request.

	TahoeForest Health System				
	Title: Physician and Professional Service Agreements			**Policy/Procedure #:** ABD-21	
	Responsible Department: Board of Directors				
Type of policy		Original Date:	Reviewed Dates:	Revision Dates:	
☒	Board	1/90	5/00; 01/12; 1/14	01/10; 02/14; 07/15, 4/16	
☐	Medical Staff				
☐	Departmental				
Applies to: ☒System ☐TahoeForestHospital ☐InclineVillageCommunityHospital					

PURPOSE:

This policy is intended to provide the District's Chief Executive Officer a general framework for professional services contracting and recognizes that flexibility may be required due to the broad scope of professional services that may be covered. Further, to insure that the professional service provider is meeting the needs of Tahoe Forest Hospital District and the community that it serves, as well as allowing the provider to update the actual services performed, a formal service review process will be utilized.

POLICY:

Written professional service agreements will be prepared for all physicians and health professionals who qualify as independent contractors and who provide diagnostic or therapeutic services to Tahoe Forest Hospital District's patients, or who provide certain medico-administrative duties within a hospital department or service.

The following list exemplifies physicians and health professionals who will be covered by this policy including but not limited to:

- Anesthesiologists
- Medical Directors of specific departments/services, and Medical Staff Officers
- Physicians providing services in the District's Medical Services Clinics and Cancer Center
- Physicians serving in medical-administrative roles or on hospital committees
- Nuclear Medicine Specialists
- Emergency Services physicians
- Occupational therapists
- Pathologists
- Physical therapists
- Radiologists
- Speech pathologists
- Emergency and urgent care providers
- Mid-level practitioners not employed by the District
- Hospitalists
- Other contracted physicians

Procedures

1.0 All professional service agreements will be developed between the District's Chief Executive Officer, or designee, and health professionals.

~~1.0~~ Health professionals are not permitted to provide professional services under any professional services agreement until the agreement has been fully signed and executed prior to the effective date by the parties. Agreements containing amendments to the terms and conditions of the agreement must also be executed prior to the effective date and prior to the provision of professional services under the amemded agreement.

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1.1 New agreements shall utilize the model agreement for the type of service required from the contracting professional (See Exhibit A, attached, for a list of available model agreements); and

1.1.1 New agreements not utilizing the model agreement for the type of service required shall be reviewed by the Compliance Department and legal counsel prior to submission to the District's Board of Directors.

1.1.2 Agreements committing $25,000.00 or more in any given twelve-month period:

1.1.2.1 Once agreement is reached between the District's Chief Executive Officer and health professional, CEO will present the Contract Routing Form (or equivalent data summary report) with the principal terms and conditions listed, to the Board of Directors for their consideration. Principal terms and conditions include, but are not limited to, purpose/need for the ~~of~~ agreement, agreement term, compensation, scope of duties, other similar agreements and differences with this agreement, total cost of contract, and other pertinent information, as applicable, in 6.2-6.4 below.

1.1.2.2 Upon their review and consideration, the Board of Directors may request specific changes be made to the proposed terms and conditions, and revised terms and conditions be submitted to the Board at its next scheduled or special meeting.

1.1.2.3 After approval by the Board of Directors, the CEO will present the agreement to the health professional for review and signature, indicating his or her acceptance of the included terms

1.1.2.4 In the event the health professional requests changes in the principal terms and conditions of the agreement, the CEO will present a modified Contract Routing Form (or equivalent) to the Board of Directors

1.1.2.5 The District's Chief Executive Officer will place the agreement on the agenda of the District Board of Directors for their consideration.

1.1.2.6 The professional service agreement will become effective following the Board of Directors' approval~~ratification~~, subject to the contract term identified in the agreement.

~~1.1.2.6~~1.1.2.7 The CEO will execute the agreement after approval by the Board of Directors.

1.1.3 New agreements committing less than $25,000 per twelve-month period can be authorized by the District's Chief Executive Officer without Board approval so long as funds have been authorized in the District's operating budget for that fiscal year.

1.2 Renewal agreements:

1.2.1 All renewing agreements shall utilize the model agreement for the type of service required from the contracting professional.

1.2.1.1 Agreements committing $25,000.00 or more in any given twelve-month period:

1.2.1.1.1 Once agreement is reached between the District's Chief Executive Officer and health professional, CEO will present the Contract Routing Form (or equivalent) with the principal terms and conditions listed, to the Board of Directors for their consideration. Principal terms and conditions include, but are not limited to, purpose/need for the ~~of~~ agreement, agreement term, compensation, scope of duties, other similar agreements and differences with this agreement, total cost of contract, and other pertinent information.

1.2.1.1.2 Upon their review and consideration, the Board of Directors may request specific changes be made to the proposed terms and conditions, and revised terms and conditions be submitted to the Board at its next scheduled or special meeting.

1.2.1.1.3 After approval by the Board of Directors, the CEO will present the agreement to the contracting~~health~~ professional for review and signature, indicating his or her acceptance of the included terms

1.2.1.1.4 In the event the contracting~~health~~ professional requests changes in the principal terms and conditions of the agreement, the CEO will present a modified Contract Routing Form (or equivaent) to the Board of Directors

1.2.1.1.5 The District's Chief Executive Officer will place the agreement on the agenda of the District Board of Directors for their consideration.

1.2.1.1.6 The professional service agreement will become effective following the Board of Directors' ratification, subject to the contract term identified in the agreement.

1.2.2 Renewal agreements committing less than $25,000 per twelve-month period can be authorized by the District's Chief Executive Officer without Board approval so long as funds have been authorized in the District's operating budget for that fiscal year.

1.3 Physician and other professional service agreements due for renewal may be held over for up to ~~six~~twelve months with no change in ~~compensation~~ terms at the discretion of the CEO, and in accordance with Stark Law and ~~OIG~~ regulations. Note: the Stark regulations currently permit unlimited holdover of physician professional service agreements.

1.4 Urgent Services:

1.4.1 At the discretion of the CEO, an agreement required for urgent services may be presented directly to the Board of Directors.

1.4.1.1 All terms and condition must be included at the time of presentation.

1.4.1.2 The signature of the health professional will be required on such agreements at the time of presentation to the Board.

1.5 All physician and professional service agreements will be processed by the Chief Executive Officer's administrative staff. The following guidelines will be utilized:

1.5.1 Material for agreements will be presented to the Chief Executive Officer's administrative staff in a timely manner to ensure that adequate time is available for preparation of the agreement within the required timeframes for timely execution and implementation.

1.5.2 Content and negotiations with health service professionals will remain the the responsibility of the Admin Council members.

2.0 Compensation under Professional Service Agreements With Physicians Only.

In all cases, agreement will specify the financial arrangements related to the provision of physician professional services. In no case shall compensation to physicians vary with the physician's referrals to TFHD. TFHD shall endevour to maintain a consistent approach with physicians within a specialty and among various specialties, irrespective of referrals to TFHD gererated, by an individual physician or the type of specialty. The following methodologies may be utilized:

2.1 Hourly rates. Hourly rates are the preferred compensation method for administrative duties such as medical directorships, medical staff leadership positions, or committee attendance. Hourly rates or "per shift" rates with hours of coverage and response time specified are the preferred compensation method for on-call and hospitalist coverage.

2.1.1 Physicians shall be required to document the date, hours spent, and a description of work completed for all administrative duties.

2.1.2 On call calendars maintained by the medical staff office may be utilized as documentation for on-call and hospitalist agreements.

~~2.1.3 MSC physicians may receive RVU credit for administrative duties in lieu of cash compensation.~~

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2.2 Base compensation plus bonus. Payment of a fixed base compensation plus bonus is the preferred compensation method for multi-specialty clinic (MSC) physicians who are working more than half time. A consistent model for the compensation of MSC physicians shall be utilized, which may be subject to modification annually.

2.2.1 Management shall endeavor to create a model that is aligned with the following organizational goals, recognizing that simultaneous achievement of all goals may not be possible in all cases; however the first of these goals (paying within fair market value) cannot be compromised in any circumstance.

2.2.1.1 Pay within constraints of fair market value

2.2.1.2 Maintain internal equity within and between specialties

2.2.1.3 Provide sufficient compensation to recruit and retain physicians

2.2.1.4 Encourage quality and productivity

2.2.1.5 Be Clear and understandable to all parties

2.2.2 Base compensation shall be established based on an agreed upon percentage of the median compensation from one or more published compensation surveys, adjusted for the physician's FTE status.

2.2.2.1 FTE status shall be based on agreed number of days of work and/or hours of clinical availability, which may vary by specialty but which shall be consistent within each specialty.

2.2.2.2 The survey to be utilized shall be the annual MGMA Physician Compensation and Production Survey.

2.2.2.3 The Western Region median shall be utilized.

2.2.2.4 Data shall be smoothed by utilizing a 3-year average of the median from the three most recently published surveys.

2.2.2.5 In the event that, in management's professional opinion, the data from the MGMA survey in the Western Region is unreliable due to the low number of respondents or other factors, management may utilize the national median and/or data from other published surveys.

2.2.2.6 Survey data shall be adjusted for inflation that has occurred since the data was collected.

2.2.2.7 The percentage of median may be adjusted based on the physician's historic productivity, years of experience, special expertise, or the difficulty of recruiting a particular specialty to the area. However:

2.2.2.7.1 In no case shall the percentage of median compensation paid as base compensation (before FTE adjustment) ~~fall below 70% nor shall it~~ exceed 130% of the median.

~~2.2.2.7.2 In no case shall a physician's base compensation be decreased relative to the prior year unless either:~~Physician's base compensation may be adjusted once per year if:

~~2.2.2.7.3~~2.2.2.7.2 Physician's FTE status has changed.

~~2.2.2.7.4~~2.2.2.7.3 Physician's prior year productivity has fallen below 90% of the prior year's target, and physician

failed to reach this productivity level due to factors that are under the physician's control, such as leaving early or taking excessive time off. Determination of the reasons for any such failure shall be reviewed by a panel that includes the Executive Director (or designee), the Medical Director and at least one other physician.

2.2.3 The costs of malpractice insurance and benefits that are borne by the physicians shall be considered based on such reasonable methodology as may be developed by management, which may include but is not limited to:

2.2.3.1 Adding the estimated costs of malpractice insurance, health insurance, retirement benefits, employer-paid payroll taxes, and other benefits that are customarily paid by organizations with the ability to employ physicians.

2.2.3.2 Reducing the WRVU target by an amount that would enable physicians to earn all or a portion of those costs by reaching a production level that is commensurate with their compensation.

2.2.4 Physician contracts may include a production and/or quality incentive, to encourage physicians to work to their full capacity, provided:

2.2.4.1 Productivity is measured in Work Relative Value Units (WRVUs), unless physician works in a specialty for which WRVU benchmark data is either unavailable or insufficient, in which case an alternate measure such as visits may be utilized.

2.2.4.2 The production incentive is in no way tied to referrals or to use of Tahoe Forest Hospital facilities.

2.2.4.3 The production target is set based on the same survey benchmarks utilized for compensation, and is set at a level that is proportionate to base salary.

2.2.4.4 Quality incentives, if any, are measurable and linked to factors that are within the physician's control.

2.2.4.5 The total projected compensation, including incentives, does not exceed fair market value.

2.3 Rate per Work Relative Value Unit (WRVU). Payment at a set rate per Work Relative Value Unit (WRVU) is the preferred compensation method for multi-specialty clinic (MSC) physicians who are working less than half time, and may also be utilized for other physicians when mutually agreed upon by the parties.

2.3.1 The rate per RVU shall be based on the same compensation and production survey data that is utilized for physicians working half time or more, and may include an allowance for malpractice and benefits.

2.4 Percentage of professional fee collections. Payment based on a percentage of professional fees collected may be utilized for physicians who are not part of the MSC in those instances where the District accepts responsibility for billing and collecting from the patient or any third party payer for professional services and is able to separately bill for professional service fees.

2.4.1 Remuneration based upon a percentage of combined facility and professional gross charges or collections is prohibited.

2.4.2 The District will remit the amounts collected, depending upon the agreement, to the physician, deducting a percentage to account for the estimated expenses of the District's billing and collection services and other administrative and support services, if provided.

2.4.3 If the payment to the healthcare provider is based upon billings rather than collections, a further percentage will be deducted so to account for the estimated incidents of bad debts and contractual allowances. Furthermore, if the payment to the healthcare provider is based upon billings rather than collections, a revenue collection analysis will be performed at least annually to ensure compliance to the above compensation provision.

2.4.4 All professional fee schedules shall be made a part of the agreement and appropriately referenced. Professional fee schedules may be revised annually. Any changes to the professional fee schedule must be discussed between the District Chief Executive Officer and requesting physician prior to becoming effective. Requests shall conform to the following criteria:

2.4.4.1 Should provide sufficient detail to fully describe the professional services, relevant code numbers and professional fees;

2.4.4.2 All professional fees shall be reasonable and customary and comparable to professional fees charged by their peers within our region. The mechanism for determining compliance to this criteria will be determined on a case by case basis between the professional provider and District Chief Executive Officer.

2.4.4.3 Other relevant information should also be provided, e.g., changes required as a result of regulatory mandates; requests from individual physicians and Medical Staff; new service charges or extraordinary changes in provider costs not previously anticipated.

2.4.4.4 Written agreement reflecting mutual acceptance of the proposed revisions as meeting the above criteria shall be required prior to the changes becoming effective.

2.5 Payment per service.Payment at a specified rate per service is the preferred method for limited scope agreements in which the physician is providing clearly delineated clinical services. Examples include EKG interpretations, audiology reviews, and other services that are billed on a global basis by the hospital.

2.6 Specialty call activation fee.In specialties where a regular on-call panel is either infeasible due to the number of physicians on the medical staff within that specialty or the low incidence of emergency need for that specialty, a specialty activation fee may be offered in the event that physician is called in to respond to an emergency.

2.7 Fair Market Value.In all cases, physician's compensation must be within fair market value and must be determined to be commercially reasonable.

2.7.1 Fair market value for any individual contract shall generally be defined as an amount equal to or less than the 75th percentile of fair market value compensation, considering the physician's FTE status and production levels.

2.7.2 However management shall endeavor to design a compensation model that maintains the average physician's compensation within +/- 10% of the median (or between the 40th and 60th percentiles~~2~~) based on the survey referenced in 2.2.2.2 above.

3.0 Multiple agreements

3.1 Nothing in this policy shall prohibit the hospital from entering into multiple agreements with physicians; provided however that the designated hours of service are clearly segregated.

3.1.1 Physicians whose MSC duties are typically during regular Monday through Friday daytime hours may be paid for on-call coverage during evenings, weekends, and scheduled days off and/or for administrative duties performed during lunch or after regular clinic hours.

3.1.2 MSC physicians who provide hospitalist, on-call, or administrative services during normal scheduled clinic time shall receive WRVU credit in lieu of cash payment.

3.1.3 The physician may perform administrative duties while on call, as long as clinical duties are not needed. If the physician is need for clinical duties, they m~~us~~ayt not bill administrative time when performing clinical duties.

3.1.4 Fair market valuations shall take into account the existence of multiple agreements with one contracting professional.

~~3.1.3~~3.1.5 The multiple agreements of a contracting professional shall be referenced in each of the agreements with that contracting professional.

4.0 Physician Qualifications:

4.1 Professional service agreements with physicians shall require:

4.1.1 A valid and unrestricted license to practice medicine in the state issued by the applicable state Medical Board;

~~4.1.1~~4.1.2 The contracting professional is not suspended or excluded from participating in any federal health program;

~~4.1.2~~4.1.3 All appropriate certifications, registrations and approvals from the Federal Drug Enforcement Administration and any other applicable federal or state agency necessary to prescribe and dispense drugs under applicable federal and state laws and regulations, in each case without restriction;

~~4.1.3~~4.1.4 Prompt disclosure of the commencement or pendency of any action, proceeding, investigation or disciplinary proceeding against or involving Physician, including, without limitation, any medical staff investigation or disciplinary action;

~~4.1.4~~4.1.5 Prompt written notice of any threat, claim or legal proceeding against TFHD that Physician becomes aware of, and cooperate with TFHD in the defense of any such threat, claim or proceeding and enforcing the rights (including rights of contribution or indemnity) that TFHD may have against other parties or through its insurance policies;

~~4.1.5~~4.1.6 No discrimination against a patient based on race, creed, national origin, gender, sexual orientation, disability (including, without limitation,

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the condition(s) for which the patient seeks professional services from Physician), ability to pay or payment source.

4.2 Physician Qualifications In Coordination With Medical Staff Bylaws:

4.2.1 Professional service agreements with physicians shall require their membership on the District's Medical Staff with appropriate privileges pertinent to the duties and responsibilities described by the professional service agreement.

4.2.2 Termination of the agreement will cause the physician to lose the "right" to provide the services which are described in the agreement. However, this would not mean that the physician would lose his Medical Staff membership and privileges; he/she would simply lose the right to gain access to the service or department which is the subject of the exclusive agreement.

4.3 Contract Termination Clause

4.3.1 :In all cases, professional service agreements shall provide for a termination clause which allows for termination by either party without cause upon prior written notice.

4.3.2 The following language will be utilized:

4.3.2.1 "For cause" termination of a physician contract at any time during the ~~during the first year of its~~ term;

~~4.3.2~~4.3.2.2 "No cause" termination ~~following~~during ~~the first year of its~~the initial or subsequent term. In the event a "no cause" termination occurs during the first year of the agreement, the parties may not enter into a new agreement for substantially the same services until after the expiration of the initial one-year term of the agreement.

~~4.3.2.1~~4.3.2.3 The timeframe for prior written notice may range from 60-180 days. Further, termination of the agreement does not afford the physician the right to request a medical staff hearing or any other review pursuant to the Medical Staff By-Laws.

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5.0 Provisions For Health Professional Service Agreements

5.1 Compensation:

In all cases, the contract will specify the financial arrangements related to the provision of professional services. It is desirable that remuneration be based upon a set professional fee schedule rather than a percentage of gross or net patient charges. However, it is recognized that a wide variety of other mechanisms may be utilized and such other mechanisms are left to the discretion of the District Chief Executive Officerand Board of Directors.

5.2 Compensation for health professional service agreements shall not exceed fair market value of the services.

~~5.2~~5.3 Professional Fee Schedule:

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~~5.2.1~~5.3.1 When reimbursement is based upon professional fee schedules, said fee schedule shall be made a part of the agreement with the health professional. When provided for by agreement, professional fee schedule revisions will be considered once annually in a timeframe that coincides with the District's operating budget.

~~5.2.1.1~~5.3.1.1 Requests for revisions must be submitted to the District Chief Executive Officer by April of each year for implementation by July. The request should provide sufficient detail to fully describe the professional services, relevant code numbers and professional fees requested. The District Chief Executive Officer will determine the acceptability of the proposed changes.

~~5.3~~5.4 Health Professional Qualifications in Coordination with Medical Staff By-Laws:

~~5.3.1~~5.4.1 Professional service agreements may require certain health professionals to be members of the District's allied health professional staff with appropriate privileges pertinent to the duties and responsibilities described by the professional service agreement.

~~5.3.2~~5.4.2 Should a health services agreement be cancelled involving an allied health professional, termination of the agreement will cause the health professional to lose the "right" to provide the services which are described in the agreement. However, this would not mean that the health professional would lose his allied health professional appointment or related privileges.

~~5.4~~5.5 Contract Termination Clause

~~5.4.1~~5.5.1 In all cases, professional service agreements shall provide for a termination clause which allows for termination by either party without cause upon written notice.

~~5.4.2~~5.5.2 The timeframe for prior written notice may range from 60-180 days. When the health professional is required to be an allied health professional, termination of the agreement will not afford the allied health professional the right to request the due process hearing described by the Medical Staff rules and regulations for allied health professionals.

6.0 Physician and Health Professional Service Agreement Contract and Service Review

6.1 Contract Review

6.1.1 Prior to the end of a contract period, the Chief Executive Officer, or designee, may choose to conduct a contract review or at any time during the contract period.

6.1.2 The Board of Directors can recommend that a contract review be done prior to most contract renewals but allows the CEO discretion to forego the review if the contract renewal is on an annual basis or if other factors indicate that the review is not necessary prior to that particular contract renewal.

At a minimum of every five years, the Chief Executive Officer will conduct a service review of the contract service provided by the physician, physician group and/or other professional service. The Chief Executive

Officer will undertake the service review and a report based upon this service review will be made to the Board of Directors.

6.2 Contract Review Elements

6.2.1 Analyze the continuing need for the services covered by the contract.
~~6.2.1~~6.2.2 Ensure that the terms of the contract are being met as outlined in the service agreement.
~~6.2.2~~6.2.3 Review the service as it related to consistency with the District's compliance program.
~~6.2.3~~6.2.4 Assessment of patient, physician and staff opinions/input/complaints.

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6.3 Service Review Elements

6.3.1 As part of the service review, the Chief Executive Officer will request feedback from the medical and clinical staff regarding the following:

6.3.1.1 Quality of care being provided based on the specialty's identified standards of care.
6.3.1.2 Availability and responsiveness.
6.3.1.3 Consistency with the District's compliance program.
6.3.1.4 Patient, physician and staff opinions/inputs/complaints

6.4 Other Review Elements: In addition the Chief Executive Officer will:

6.4.1 Ensure that the terms of the contract are being met as outlined in the service agreement.
6.4.2 Review market conditions with appropriate benchmarking and response to changes in the marketplace, and make recommendations as to the continuation of the current contract.
6.4.3 Seek a fair market valuation via written opinion of an experienced professional valuation expert, for any agreement, for the same specialty/scope of services, where the previous valuation was completed more than two years prior to the anticipated renewal date.
6.4.4 Document the community need for the physician or other healthcare professional services provided under the agreement.
6.4.5 Document how the agreement furthers specific strategic, business or operational goals of the District, increases integration of services, avoids costs/reduces expenses that would otherwise be incurred by the District, or furthers needed research and development within the District.
~~6.4.2~~6.4.6 Evaluate the use of less expensive alternatives.
~~6.4.3~~6.4.7 Ensure that the fee schedule is appropriate for current market conditions.
~~6.4.4~~6.4.8 Take in to consideration elements of the contractor's relationships with service providers, the District and the community.
~~6.4.5~~6.4.9 Review standards and best practice recommendations set by professional and specialty organizations with appropriate consideration of our community and Hospital District.

6.5 The Chief Executive Officer will compile a report based upon the service review and present it to the Board of Directors with recommendations related to continuation of the contract or consideration of a Request For Proposal (RPF) process.

Contract Inclusion terms:

7.0 General Provisions: Physician and Health Professional Service Agreements

7.1 Professional Service Duties and Responsibilities: Each agreement will include a detailed and specific delineation of the duties and responsibilities to be performed by the health professional as well as the District. For example, extensive detail will be provided regarding:

7.1.1 Diagnostic and therapeutic services to be provided

7.1.2 Medico-administrative services to be provided

7.1.3 Coverage obligations to be assumed

7.1.4 The rights and obligations of the District and the health professional with regard to providing space, equipment, supplies, personnel and technicians.

7.2 Standards Of Practice: Each agreement shall specify that the health professional will provide the service in accordance with the Hospital Bylaws; Medical Staff Bylaws, Rules and Regulations, and standards established by the Executive Committee of the Medical Staff; with the ethical and professional standardsof the American Medical Association and the California and/or Nevada Medical Association; the standards of the Healthcare Facilities Accreditation Program (HFAP) and in any applicable specialty college or society or governmental regulation.

7.3 Medicare and Medicaid Enrollment: Each agreement shall specify that the health professional is duly enrolled in the federal Medicare program and the applicable State Medicaid program (unless excepted by the District) and eligible to seek reimbursement under such programs for covered services rendered by the provider to beneficiaries of such programs. Every agreement must contain a provision in which the health professional agrees to notify TFHS in the event participation terminates.

7.4 Quality Assessment: Professional service agreements shall require the health professional to participate in the Health System,Quality Improvement Program to ensure that the quality, safety and appropriateness of healthcare services are monitored and evaluated and that appropriate actions based on findings are taken to promote quality patient care. Furthermore, each agreement shall specify a process designed to assure that all individuals who provide patient care services under service agreements, but who are not subject to the Medical Staff privilege delineation process, are competent to provide such services. Whenever possible, information from customer satisfaction surveys shall be incorporated into the Quality Improvement Program for said service. Agreements which provide for Directorship responsibilities over a department or service shall require the health professional "Director" to be responsible for implementing a monitoring and evaluation process designed to improve patient care outcomes and which is integrated with the Health SystemQuality ImprovementProgram.

7.5 Assignability: It is desirable that all professional service agreements be non-assignable unless important to the successful negotiation of a contract where

higher priority objectives may be achieved. Where assignability becomes necessary, assignability shall be allowed only with the condition that prior written consent of the Board of Directors be obtained.

7.6 Contract Term: Professional service agreements shall specify a specific term and termination date (i.e., not automatically renewable for successive years). In considering the term of the agreement, the termination date of related agreements should be considered by the District Chief Executive Officer so as to minimize the likelihood of multiple agreements coming due on the same date or year. The length of the term shall be negotiable. Professional service contracts will typically range from one to four years in duration.

7.7 Professional Liability: In all cases, the health professional will be responsible for providing adequate professional liability insurance coverage at the health professional's expense. Limits of coverage for physicians will be a minimum of $l,000,000 per occurrence, $3,000,000 aggregate. For non-physicians, the minimum limits of coverage may vary depending on the standard established for that health profession. The agreement shall also specify that the contracting health professional will, in turn, either require or arrange for professional liability insurance coverage for all sub-contracting health professionals. Furthermore, the professional liability insurance policy must be obtained from a professional liability insurer which is authorized to transact the business of insurance in the State of California (or Nevada in the case of professional services provided at the District's Community Hospital in Incline Village, Nevada). Also, the professional services agreement must require that the selected insurer will be responsible for notifying the District of any cancellation or reduction in coverage within thirty days of said action.

7.8 Regulatory Compliance: The agreement should include provisions in which both the District and the health professional commit to full compliance with all federal, state, and local laws. The contracting party should agree to keep confidential any financial, operating, proprietary, or business information relating to the District and to keep confidential, and to take the usual precautions to prevent the unauthorized use and disclosure of any and all Protected Health Information. The agreement should include provisions for amendment to the agreement in furtherance of maintaining compliance in the event of the adoption of subsequent legislation and/or regulations.

7.9 Recitals: Exclusive professional service agreements should include a carefully developed description of the rationales for exclusivity in a particular clinical service or department. Furthermore, if the agreement does assign exclusive responsibility for a particular service, it should state so expressly not leaving this to inference or interpretation.

7.10 Professional Relationships: The agreement should specify that the health professional is an independent contractor and is not an employee of the District.

7.11 Government Audit: The agreement should include the standard provision recognizing that the agreement and certain other materials will be subject to audit and inspection by certain federal authorities with regard to payments made for Medicare services.

7.12 Standard Contractual Language: The agreement should include certain standard provisions to theeffect that the provisions of the contract are severable and,

therefore, the ruling that any one of them is void does not invalidate the entire agreement, and that the waiver of breach of one provision does not constitute a continuing waiver, and that the written agreement constitutes the entire contract between the parties.

7.13 Managed Care:The physician or health professional agrees to participate as a preferred provider with all of the managed healthcare plans (PPOs and HMOs) that the District has agreements with including agreements with insurance companies, health maintenance organizations and direct contracting with self-funded employers. Any deviation of this policy must be approved by District Administration and the Board of Directors.

Related Policies/Forms: Contracts Routing Form, Model Agreements
References:
Policy Owner: Clerk of the Board
Approved by: Chief Executive Officer

EXHIBIT A

No.	Contract Title	Last Date Modified
1	Call_Coverage_Agreement_Template_Individual_2015 **(version dated 8/11/14 does not have Master List provision)**	**3/30/2015**
2	Call_Coverage_Agreement_Template_Medical_Group_2015	4/16/2015
3	Confidentiality_Nondisclosure_Agreement_2015	3/25/2015
4	EKG_Letter_Agreement_Template_2014	10/29/2014
5	Non-Physician_Consultant_Agreement_Template_2014	9/25/2014
6	Hospitalist_Services_Agreement_Template_2014 **(Template has Master List provision Paragraph 2.4)**	**8/13/2014**
7	Interim_Physician_Designee_Contract_2014 **Version dated 02/23/2015 for Dr. Standteiner does not have Master List provision; add after 12. Governing Law)**	10/30/2014
8	Medical_Director_Agreement_Individual_2014 **(Dr. Tirdel's Med Dir of ICU & RT version on 2/23/15 has paragraph 11.3)**	**8/13/2014**
9	Medical_Director_Agreement_Medical_Group_2015	6/26/2015
10	MSC_PSA_Template_2014 **(Template has Master List provision Paragraph 2.5)**	8/13/2014
11	Retention_Agreement_Template_2015	4/23/2015
12	Recruitment_Agreement_Template_Co-obligors_2015 **(No Master List provision; add to VII Miscellaneous)**	**2/20/2015**
13	Recruitment_Agreement_Template_Physician-obligor_2015 **(No Master List provision; add to VII Miscellaneous)**	**2/20/2015**
14	Rural_Prime_Site_Preceptor_Template_2015	4/30/2015
15	TF2020_Agreement_for_Medical_Advisor_Services_2015	4/3/2015

This list was last updated on July 29, 2015. It should be noted that some of the templates listed above have been sourced from recent agreements which have been reviewed and approved by outside counsel. It should also be noted that the templates listed above may require further review by outside counsel prior to implementation by TFHD staff due to the individualized nature of each agreement, and to ensure that the provisions of each agreement have been updated to reflect recent changes in law.

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TAHOE FOREST HOSPITAL DISTRICT

Board Informational Report

By: Jim Hook
Corporate Compliance
Consultant, The Fox Group

DATE: May 26, 2016

2016 Compliance Program 1st Quarter Update (Open Session)

The Compliance Committee is providing the Board of Directors(BOD) with a report of the 1st Quarter 2016 Compliance Program activities report (open session). This report assists the BOD to meet its obligations to be knowledgeable about the content and operation of the seven components of the Compliance Program.

OPEN SESSION

Period Covered by Report: **January 1, 2016 – March 31, 2016**
Completed by: James Hook, Compliance Consultant, The Fox Group

1. Written Policies and Procedures

1.1. The District's Corporate Compliance Policies and Procedures are reviewed and updated as needed. The following policies were reviewed or revised by the Compliance Department with recommendations to the Board of Directors:

1.1.1. Physicians and Professional Services Policy/Procedure #ABD 21-Revised

2. Compliance Oversight / Designation of Compliance Individuals

2.1. Corporate Compliance Committee Membership as of January 1, 2016:

2.1.1. The Fox Group – Compliance Consultants
2.1.2. Judy Newland, RN – Chief Operating Officer/Chief Nursing Officer
2.1.3. Harry Weis – Chief Executive Officer
2.1.4. Crystal Betts – Chief Financial Officer
2.1.5. Denise Hunt – Director of Health Information Management/ Privacy Officer
2.1.6. Jake Dorst – Chief Information and Innovation Officer
2.1.7. Jayne O'Flanagan – Chief Human Resources Officer
2.1.8. Stephanie Hanson, RN – Compliance Analyst
2.1.9. HLB-Legal Consul

3. Education & Training

3.1. All new employees are educated during orientation.

3.2. An education program on Compliance and the TFHD Compliance program was provided to the Managers and Directors of TFHD in February 2016.

3.3. "Compliance Corner" continues in the monthly employee newsletter providing on-going compliance education for staff.

3.4. The Compliance Department has completed one-on-one education with 8 new, supervisors, manager and directors.

3.5. The Board of Directors received a presentation on Compliance Program elements, risk areas for hospitals, and responsibilities of Board members for oversight and monitoring in February 2016,

4. Effective Lines of Communication/Reporting

4.1. A Compliance log is maintained for all calls to the Compliance Hotline and other reports made to the Compliance Department.

4.1.1. One call was received on the Hotline for the 1st quarter of 2016.
4.1.2. Eight-reports were made directly to the Compliance Department for the 1st quarter.

4.2. HIPAA violations are reported to the Privacy Officer. The Privacy Officer maintains a log of reported events.

5. Enforcing Standards through well-publicized Disciplinary Guidelines

5.1. 99% of Health Stream corporate compliance modules were completed on time for eligible employees for the 1st quarter of 2016.

5.2. All new staff hires, and newly privileged physicians, receive criminal background checks and are checked against the OIG and GSA list of exclusions.

5.2.1. The Materials Management Department is evaluating its process for checking vendors and introducing new software that will perform the monitoring routinely.

6. Auditing &Monitoring

6.1. One audit was completed during the 1st quarter as part of the 2016 corporate compliance work plan.

6.1.1. Payments to Physicians for Medical Directors/Preceptors showed 2 of 56 invoices contained errors. These errors were corrected prior to being processed for payment. One error was related to a systemic problem, which was addressed with the submitter.

7. Responding to Detected Offenses & Corrective Action Initiatives

7.1. Investigations of suspected and actual breach incidents were initiated. Several investigations revealed no violations. Remediation measures, including additional staff training and updated policies and procedures, were implemented to prevent further violations.