



TAHOE FOREST HOSPITAL DISTRICT

Special Meeting of the Board of Directors

Annual Retreat

Mar 17, 2015 at 07:30 AM - Mar 18, 2015 at 04:30 PM

Big Pine Room, Granlibakken Conference Center

725 Granlibakken Road

Tahoe City, CA 96145

,

Meeting Book - 2015 Mar 17-18 Special Meeting of the Board of Directors - RETREAT

Agenda Packet Contents

AGENDA

2015 Mar 17-18, 2015 Board Retreat_Agenda Page 4

ITEMS 1-3 See Agenda

4. ITEMS FOR BOARD DISCUSSION AND/OR ACTION

4.1. Contracts

4.1.1. New

- a. Krause_Rural PRIME Site Clerkship Director Page 7
 - b. Krause_Rural PRIME Site Medical Director Page 17
 - c. Samelson_PSA Medical Director Medical Education Committee Page 27
 - B) Executive Summary for contracts d - f Page 35
NOTE: The following contracts are the same for each physician and the referenced exhibits have been uploaded separately (exhibits are the same for each contract).
** these 3 contracts are referred by Governance Committee to the full board as part of the regular agenda to provide opportunity for discussion if desired.
 - d. Thompson_PSA_Training_and_Education_2015 Page 36
 - e. Taylor_PSA_Training_and_Education_2015 Page 40
 - f. Coll_PSA_Training_and_Education_2015 Page 44
 - Exhibits to Contracts d - f Page 48
-

5. RETREAT ITEMS FOR BOARD DISCUSSION - Day 1

5.1. Chief Executive Officer Search Process

- a) Executive Summary Page 76
- b) Memo to Board re: Internal process for recruitment of CEO Page 77

5.2. Board Order & Decorum

- a) ABD-12 Guidelines for the Conduct of Business by TFHD Board of Directors Page 79
- b) ABD-17 Manner Of Governance For TFHD Board of Directors Page 87

BREAK

5.3. Board Order & Decorum – continued

5.4. Strategic Plan Review and Chief Executive Officer Goals

- a) Strategic Plan - Fiscal Year 2015/2017 Page 103
-

6. PUBLIC COMMENT

Items 7-10 See Agenda

10. RETREAT ITEMS FOR BOARD DISCUSSION - Day 2

10.1. Introduction and Ground Rules

10.2. Board SWOT Analysis

10.3. Board Priorities and Goals

a) 2014 Board Self Assessment

Page 104

b) Board 2015 Draft Short Term Goals

Page 133

11. SUMMARY and NEXT STEPS



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

RETREAT AGENDA (Day 1 of 2)

Tuesday, March 17, 2015 at 8:00 a.m.
Big Pine Room, Granlibakken Conference Center & Lodge
725 Granlibakken Road Tahoe City, CA 96145

1. CALL TO ORDER

2. ROLL CALL

3. INPUT – AUDIENCE

This is an opportunity for members of the public to address the Board on items which are, or are not, on the agenda. 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.

4. ITEMS FOR BOARD DISCUSSION AND/OR ACTION

4.1. Contracts [8:00 – 8:15 a.m.]

4.1.1. New

- a. Krause_Rural PRIME Site Clerkship Director ATTACHMENT
- b. Krause_Rural PRIME Site Medical Director ATTACHMENT
- c. Samelson_PSA Medical Director Medical Education Committee ATTACHMENT
- d. Thompson_PSA_Training_and_Education_2015 ATTACHMENT
- e. Taylor_PSA_Training_and_Education_2015 ATTACHMENT
- f. Coll_PSA_Training_and_Education_2015 ATTACHMENT

5. RETREAT ITEMS FOR BOARD DISCUSSION

No formal action will be taken by the Board of Directors; only direction to staff. Any action items will be agendized for a regular meeting of the Board of Directors.

5.1. CEO Search Process [8:15 – 9:15 a.m.] ATTACHMENT

The Board will be provided background related to the process of selection for an executive search firm and recruitment of a Chief Executive Officer.

BREAK

5.2. Board Order & Decorum [9:30 a.m. – 12:00 p.m.] *ATTACHMENT

The Board will be provided education and training related to board order and decorum best practices, review of the Brown Act and ethics laws.

Special meeting of the Board of Directors of Tahoe Forest Hospital District
March 17 & 18, 2015 RETREAT AGENDA – Continued

LUNCH

- 5.3. **Board Order & Decorum – continued** [1:00 p.m. – 2:30 p.m.] *ATTACHMENT
The Board will be provided education and training related to board order and decorum best practices, review of the Brown Act and ethics laws.

BREAK

- 5.4. **Strategic Plan Review and Chief Executive Officer Goals** [2:45 p.m. – 3:45 p.m.] ATTACHMENT
The current strategic plan will be reviewed and the Board will identify priority initiatives on which the Interim Chief Executive Officer should focus.

6. **PUBLIC COMMENT** [3:45 p.m. – 4:00 p.m.]

7. **ADJOURNMENT**

Adjourn meeting to Wednesday, March 18, 2015 at 8:00 a.m. at the Big Pine Room, Granlibakken Conference Center & Lodge, 725 Granlibakken Road Tahoe City, CA 96145

~ ~ ~

**RETREAT AGENDA
(Day 2 of 2)**

Wednesday, March 18, 2015 at 8:00 a.m.
Big Pine Room, Granlibakken Conference Center & Lodge
725 Granlibakken Road Tahoe City, CA 96145

8. **CALL TO ORDER**

9. **ROLL CALL**

10. **RETREAT ITEMS FOR BOARD DISCUSSION**

No formal action will be taken by the Board of Directors; only direction to staff. Any action items will be agendaized for a regular meeting of the Board of Directors.

- 10.1. **Introduction and Ground Rules** [8:00 – 8:45 a.m.]..... *ATTACHMENT
The Board will discuss and agree to ground rules for the conduct of the day's retreat activities.

BREAK

- 10.2. **Board SWOT Analysis** [9:00 – 11:00 a.m.] *ATTACHMENT
The Board will participate in a Strengths, Weaknesses, Opportunities and Threats (SWOT) exercise.

LUNCH

Special meeting of the Board of Directors of Tahoe Forest Hospital District
March 17 & 18, 2015 RETREAT AGENDA – Continued

- 10.3. Board Priorities and Goals [11:30 a.m. – 2:00 p.m.]** ATTACHMENT
The Board will discuss 2015 board priorities and goals.

BREAK

- 11. SUMMARY and NEXT STEPS [2:15 – 3:15 p.m.]**

- 12. MEETING EFFECTIVENESS ASSESSMENT** ATTACHMENT
The Board will identify and discuss any occurrences during the meeting that impacted the effectiveness and value of the meeting.

- 13. PUBLIC COMMENT [3:15 – 3:30 p.m.]**

- 14. ADJOURN**

The next regularly scheduled meeting of the Board of Directors of Tahoe Forest Hospital District is March 31, 2015, 11603 Donner Pass Rd., 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.

*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.

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 type="checkbox"/>	YES <input checked="" type="checkbox"/>	MEETING DATE: 3/17/2015	
				COMMITTEE RECOMMENDS: approval	
TYPE OF CONTRACT:					
Physician Professional Service Agreement (P-PSA)		<input type="checkbox"/> Type: _____			
Physician Medical Director Agreement (MDA)		<input checked="" type="checkbox"/> Type: Rural PRIME Site Clerkship Director			
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: Paul Krause, M.D.					
Purpose of the Contract/Alternatives: Assist in coordinating the Rural PRIME Primary Care Program pursuant to the Rural PRIME Affiliation Agreement entered into with UC Davis Rural PRIME Program.					
Scope of the Contract: Perform certain responsibilities in connection with the Rural PRIME Primary Care Program by fulfilling the duties of the Clerkship Director as delineated in the contract. Management is recommending a three year term.					
DATES OF CONTRACT:		EFFECTIVE DATE: 4/1/2015		END DATE: 3/31/2018	
Version History:		Original Effective date: 4/1/2015 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> \$119 per hour not to exceed 5 hours a month.					
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> N=30					
Total Cost of Contract:		Maximum of \$21,420 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:		Terri Schnieder			
TFHS Secondary Responsible Party:		Virginia A. Razo, Interim CEO			

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

LEGAL NAME OF CONTRACTOR/ VENDOR: Paul Krause, M.D.

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Contractor's Office Signature: 
Verified within Fair Market Value Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	Paul Krause, M.D.
Mailing Address:	P.O. Box 562, Carnelian Bay, CA 96140
Telephone and Fax Number:	Phone: 530-583-5378 Fax: 530-583-1826
Email Address of Contact:	pkrause@tfhd.com
Accounts Receivable Representative:	

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

ADDITIONAL INFORMATION	
------------------------	--

This contract has been reviewed by Hooper, Lundy & Bookman. After thorough review of this contract, and upon consultation with ECG Management Consultants, Hooper, Lundy & Bookman has determined this contract to be commercially reasonable and within fair market value.

The contract replaces the previous Agreement for Rural PRIME Site Clerkship Director entered into with Dr. Krause on 4/1/2009. The compensation is being renegotiated to \$119/hour (a reduction from \$150/hour) to bring the contract into fair market value.

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: 2/1/15 AMK Date Initials	BOARD ACTION: _____	MEETING DATE: 3/17/2015
CFO Review: _____ Date Initials	Out for TFHD Signature: _____ Date: _____	Receive Date: _____
	Out for Vendor Signature: _____ Date: 2/18/15	Receive Date: 2/26/15
	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
AGREEMENT FOR RURAL PRIME SITE CLERKSHIP DIRECTOR**

This Agreement for Rural PRIME Site Primary Care Clerkship Director (“Agreement”) is entered into and effective the 1st day of April, 2015, between Tahoe Forest Hospital District, a California local health care district (“District”) and Paul Krause, M.D. (“Clerkship 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 Clerkship Director to perform certain responsibilities in connection with its designation as a PRIME Site. In order to fulfill such requirements, Clerkship Director and District hereby agree as follows:

II AGREEMENT

A. Clerkship Director Qualifications.

Clerkship 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 Clerkship Director’s field of practice.
- 4) Status as a participating provider 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; and
- (e) Community leadership.

B. Clerkship Director Responsibilities

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

- 1) Day-to-day operation of the Rural-PRIME Program ("Program") in a manner that complies with the requirements of the Affiliation Agreement; policies and procedures of UCD relating to the Program or the PRIME Site; and applicable policies and procedures of District.
- 2) Under the overall direction of the TFHD Medical Education Committee, coordinating the activities and programs of individual students in the Program with the UCD educational administrator for the Rural-PRIME Program, or such other person designated by UCD with responsibility for overall administration and coordination at each PRIME Site location.
- 3) Consistent with the policies, procedures, and reporting relationships of UCD, responding to and handling complaints regarding abuse, harassment, discrimination, or mistreatment of students participating in the Program.
- 4) Identify and counsel struggling students and liaise with UCD instructors of record, as appropriate, regarding remediation.
- 5) Track student involvement in patient cases and achievement of related competencies in core educational areas according to the clerkship logbook.
- 6) Gather clerkship logbook pages, review them, and send them to the UCD clerkship coordinator.

- 7) Conduct periodic student feedback sessions and meet with students regularly to review progress.
- 8) Provide orientation of the Program to other onsite physician preceptors and instructors.
- 9) Provide orientation of the PRIME Site clinic and hospital to students.
- 10) Introduce students to opportunities for community projects and community participation.
- 11) Provide administrative oversight and coordination with UCD, including:
 - (a) Oversee the completion of Rural-PRIME Program forms by preceptors and ensure the opportunity for student feedback.
 - (b) Develop and implement a process for feedback to UCD incorporating recommendations from the UCD School of Medicine to accomplish consistency among PRIME Sites.
 - (c) Notify UCD Instructor of Record (“IOR”) and Rural PRIME Program director as soon as possible of any significant problem or issue concerning any student.
 - (d) Conduct a conference call not less frequently than monthly with the IOR and Rural-PRIME Program director regarding the overall status of clerkships, including (but not limited to) such matters as grades, problems, and potential Site improvements.
- 12) Use reasonable best efforts to participate in all of the following:
 - (a) Telemedicine training;
 - (b) UCD training sessions on faculty development; student mistreatment; and Liaison Committee on Medical Education (“LCME”) competencies for the clerkships;
 - (c) Occasional seminars via electronic communication or in person with other rural site clerkship directors, and training sessions required by UCD to maintain competencies related to participation in the clerkship program. It is understood that travel expenses will not be covered by UCD except as specifically indicated.

III COMPENSATION

For his services provided herein, District shall compensate Clerkship Director at the rate of One Hundred and Nineteen Dollars (\$119.00) per hour, for a maximum of **five (5)** hours per month, payable on the 15th day of the month immediately following the month which Clerkship Director renders his services. Clerkship Director shall maintain accurate and complete time logs recording the number of hours spent on a daily basis in fulfilling his responsibilities under this Agreement; payment to Clerkship Director is specifically conditioned upon Clerkship Director's completion and submission of the Service Time Log, attached hereto and incorporated herein as **EXHIBIT A**. 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 Clerkship 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 Director 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 years, commencing April 1, 2015, and ending on March 31, 2018. 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 Clerkship 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

Clerkship Director shall, at his sole cost and expense, insure his 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 Clerkship 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, Clerkship 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 insurance obligation hereunder. The requirements of this paragraph shall survive the termination or expiration of this Agreement.

VI INDEPENDENT CONTRACTOR

Clerkship 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:

- (a) Clerkship Director will not be treated as an employee of District or any of its affiliates for any purpose;
- (b) District will not withhold or pay on behalf of Clerkship 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 Clerkship Director;
- (c) In the event the Internal Revenue Service, State of California Franchise Tax board, or any other governmental agency should question or challenge Clerkship 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; and
- (d) District has the right to notify patients in any manner deemed appropriate of your Clerkship Director's independent contractor status and to disclaim liability for Clerkship Director'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 it is 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 Clerkship Director: Paul Krause, M.D.
P.O. Box 562
Carmelian Bay, CA 96140
Facsimile No.: 530-587-0974

To District: Tahoe Forest Hospital District
P.O. Box 759
Truckee, California 96160
Attention: Virginia A. Razo, Interim Chief Executive Officer
Facsimile No.: 530-582-3567

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 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 into 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: _____ DATE: _____
Virginia A. Razo, Interim Chief Executive Officer

CLERKSHIP DIRECTOR

BY:  _____ DATE: 2/24/15
Paul Krause, M.D.

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):		<input checked="" type="checkbox"/> CEO	<input type="checkbox"/> CFO	<input type="checkbox"/> COO	<input type="checkbox"/> CNO
		<input type="checkbox"/> CIO	<input type="checkbox"/> IVCH		
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW?		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES	MEETING DATE: March 17, 2015	
		COMMITTEE RECOMMENDS:		approval	
TYPE OF CONTRACT:					
Physician Professional Service Agreement (P-PSA)		<input type="checkbox"/>	Type: _____		
Physician Medical Director Agreement (MDA)		<input checked="" type="checkbox"/>	Type: Rural PRIME Site Medical Director		
Vendor Professional Service Agreement (V-PSA)		<input type="checkbox"/>	Type: _____		
Other _____		<input type="checkbox"/>	Type: _____		
❖ Business Associated Agreement Required?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
CONTRACTOR/VENDOR DETAILS: <i>If needed, additional instructions and information may be provided on Page 2</i>					
LEGAL NAME OF CONTRACTOR/ VENDOR: Paul Krause, M.D.					
Purpose of the Contract/Alternatives: Assist TFHD in maintaining its designation as a Rural PRIME Site location pursuant to the Rural PRIME Affiliation Agreement entered into with UC Davis Rural PRIME Program.					
Scope of the Contract: Perform certain responsibilities in connection with TFHD's designation as a PRIME Site location by fulfilling the duties of the Medical Director as delineated in the contract. Management is recommending a three year term.					
DATES OF CONTRACT:		EFFECTIVE DATE: 4/1/2015	END DATE: 3/31/2018		
Version History:		Original Effective date: 4/1/2015 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> \$123 per hour not to exceed 5 hours a month.					
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> N=30					
Total Cost of Contract:		Maximum of \$22,140 per three year term			
Compensation Audit Process:		See Policies AGOV-10 and ABD-21			
Is Cost of Contract Budgeted?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
If NOT budgeted or exceeds budgeted amount, identify the offset:					
TFHS Primary Responsible Party:		Terri Schnieder			
TFHS Secondary Responsible Party:		Virginia A. Razo, Interim CEO			

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

LEGAL NAME OF CONTRACTOR/ VENDOR: Paul Krause, 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:	Paul Krause, M.D.
Mailing Address:	P.O. Box 562, Carnelian Bay, CA 96140
Telephone and Fax Number:	Phone: 530-583-5378 Fax: 530-583-1826
Email Address of Contact:	pkrause@tfhd.com
Accounts Receivable Representative:	

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

ADDITIONAL INFORMATION

This contract has been reviewed by Hooper, Lundy & Bookman. After thorough review of this contract, and upon consultation with ECG Management Consultants, Hooper, Lundy & Bookman has determined this contract to be commercially reasonable and within fair market value.

The contract replaces the previous Agreement for Rural PRIME Site Medical Director entered into with Dr. Krause on 4/1/2009. The compensation is being renegotiated to \$123/hour (a reduction from \$150/hour) to bring the contract into fair market value.

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: 2/1/15 AMH Date Initials
CFO Review: _____ Date Initials

BOARD ACTION: _____	MEETING DATE: 3/17/2015
Out for TFHD Signature: _____ Date: _____	Receive Date: _____
Out for Vendor Signature: _____ Date: 2/18/2015	Receive Date: 2/26/15
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 AGREEMENT FOR RURAL PRIME SITE MEDICAL DIRECTOR

This Agreement for Rural PRIME Site Medical Director (“Agreement”) is entered into and effective the 1st day of April, 2015, between Tahoe Forest Hospital District, a California local health care district (“District”) and Paul Krause, M.D. (“Medical 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 Medical Director to perform certain responsibilities in connection with its designation as a PRIME Site. In order to fulfill such requirements, Medical Director and District hereby agree as follows:

II AGREEMENT

A. Medical Director Qualifications.

Medical 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 Medical Director’s field of practice.
- 4) Status as a participating provider 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; and
- (e) Community leadership.

B. Medical Director Responsibilities

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

- 1) General oversight of the of the Rural-PRIME Program ("Program") in a manner that complies with the requirements of the Affiliation Agreement; policies and procedures of UCD relating to the Program or the PRIME Site; and applicable policies and procedures of District.
- 2) Under the overall direction of the TFHD Medical Education Committee, coordinating the activities and programs of individual students in the Program with the UCD educational administrator for the Rural-PRIME Program, or such other person designated by UCD with responsibility for overall administration and coordination at each PRIME Site location.
- 3) Consistent with the policies, procedures, and reporting relationships of UCD, responding to and handling complaints regarding abuse, harassment, discrimination, or mistreatment of students participating in the Program.
- 4) Identify and counsel struggling students and liaise with UCD instructors of record, as appropriate, regarding remediation.
- 5) Provide orientation of the Program to onsite Rural PRIME staff, including Physician Preceptors, Clerkship Directors and Instructors.
- 6) Conduct regular meetings with Rural PRIME staff, as needed.
- 7) Maintain necessary reporting to and from the individual Clerkship Directors.
- 8) Provide administrative oversight and coordination with UCD, including:

- (a) Oversee the completion of Rural-PRIME Program evaluation forms by all Clerkship Directors and preceptors for specialties including but not limited to Family Medicine, Pediatrics, and General Surgery, and ensure the opportunity for student feedback in all program tracks.
 - (b) Develop and implement a process for feedback to UCD incorporating recommendations from the UCD School of Medicine to accomplish consistency among all PRIME Sites.
 - (c) Notify UCD Instructor of Record (“IOR”) as soon as possible of any significant problem or issue concerning any student in any of the Rural-PRIME Program tracks.
 - (d) Conduct a conference call not less frequently than monthly with the UCD IOR regarding the overall status of all clerkships, including but not limited to such matters as grades, problems, potential Site improvements, and any other applicable feedback.
 - (e) Participate in MDS 430/DOCTORING 3 program at UCD, as an initial orientation to this role, to familiarize Director with what it will take to oversee the Rural PRIME program.
 - (f) Maintain relationships with the UCD Rural PRIME Director and staff.
- 9) Use reasonable best efforts to participate in all of the following:
- (a) Telemedicine training if the opportunity arises;
 - (b) UCD training sessions on faculty development; student mistreatment; and Liaison Committee on Medical Education (“LCME”) competencies for the clerkships;
 - (c) Tahoe Forest Hospital District’s Rural Health Conference;
 - (d) Annual Rural Health Conference for Education; and
 - (e) Occasional seminars via electronic communication or in person with other rural site clerkship Medical Directors, and training sessions required by UCD to maintain competencies related to participation in the clerkship Rural PRIME program, including but not limited to the Annual UC Davis Rural PRIME update conference. It is understood that travel expenses will not be covered by UCD except as specifically indicated.
- 10) As needed and upon request, report Rural PRIME activities and recommendations to the Medical Staff, the Medical Executive Committee and Board of Medical Directors.
- 11) Attendance at Medical Education Committee meetings.

- 12) Temporarily assume the responsibilities for Clerkship Director's, Preceptors, Community Project Site Director's, and any other Rural PRIME staff, as may be needed from time to time to provide coverage for such roles in the event of staff shortages.

III COMPENSATION

For his services provided herein, District shall compensate Medical Director at the rate of One Hundred and Twenty-three Dollars (\$123.00) per hour, for a maximum of **five (5)** hours per month, payable on the 15th day of the month immediately following the month which Medical Director renders his services. Medical Director shall maintain accurate and complete time logs recording the number of hours spent on a daily basis in fulfilling his responsibilities under this Agreement; payment to Medical Director is specifically conditioned upon Medical Director's completion and submission of the Service Time Log, attached hereto and incorporated herein as **EXHIBIT A**. 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 Medical 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 Medical Director 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 years, commencing April 1, 2015, and ending on March 31, 2018. 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 Medical 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

Medical Director shall, at his sole cost and expense, insure his 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 Medical 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, Medical 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 insurance obligation hereunder. The requirements of this paragraph shall survive the termination or expiration of this Agreement.

VI INDEPENDENT CONTRACTOR

Medical 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:

- (a) Medical Director will not be treated as an employee of District or any of its affiliates for any purpose;
- (b) District will not withhold or pay on behalf of Medical 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 Medical Director;
- (c) In the event the Internal Revenue Service, State of California Franchise Tax board, or any other governmental agency should question or challenge Medical 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; and
- (d) District has the right to notify patients in any manner deemed appropriate of your Medical Director's independent contractor status and to disclaim liability for Medical Director'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 it is 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 Medical Director: Paul Krause, M.D.
P.O. Box 562
Carnelian Bay, CA 96140
Facsimile No.: 530-587-0974

To District: Tahoe Forest Hospital District
P.O. Box 759
Truckee, California 96160
Attention: Virginia A. Razo, Interim Chief Executive Officer
Facsimile No.: 530-582-3567

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 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 into 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: _____ DATE: _____
Virginia A. Razo, Interim Chief Executive Officer

MEDICAL DIRECTOR

BY:  DATE: 2/24/15
Paul Krause, M.D.

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 type="checkbox"/> YES <input checked="" type="checkbox"/>										MEETING DATE: March 17, 2015		COMMITTEE RECOMMENDS: approval	
TYPE OF CONTRACT:													
Physician Professional Service Agreement (P-PSA)				<input type="checkbox"/>		Type: _____							
Physician Medical Director Agreement (MDA)				<input checked="" type="checkbox"/>		Type: Medical Director of Continuing Medical Education							
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: Scott Samelson, M.D.													
Purpose of the Contract/Alternatives: Supports the medical education functions of the Medical Staff by monitoring the quality and appropriateness of care provided to residents of TFHD.													
Scope of the Contract: The Medical Director will be responsible for the duties outlined in Exhibits A & B.													
DATES OF CONTRACT:				EFFECTIVE DATE: 4/1/2015				END DATE: 3/31/2018					
Version History:				Original Effective date: 4/1/2015 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> \$100/hour (not to exceed 5 hours a month), plus reimbursement of reasonable out-of-pocket-expenses for education and training related to the performance of duties described in the contract.													
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> N=30													
Total Cost of Contract:				Maximum of \$18,000 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 <u>NOT</u> budgeted or exceeds budgeted amount, identify the offset:													
TFHS Primary Responsible Party:				Terri Schnieder									
TFHS Secondary Responsible Party:				Virginia A. Razo, Interim CEO									

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

LEGAL NAME OF CONTRACTOR/ VENDOR: Scott Samelson, 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:	Scott Samelson, M.D.
Mailing Address:	P.O. Box 95, Tahoe City, CA 96145
Telephone and Fax Number:	Phone: 530-581-8864 Fax: 530-587-0974 or 530-583-1826
Email Address of Contact:	ssamelson@tfhd.com
Accounts Receivable Representative:	

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

ADDITIONAL INFORMATION

This contract has been reviewed by Hooper, Lundy & Bookman. After thorough review of this contract, and upon consultation with ECG Management Consultants, Hooper, Lundy & Bookman has determined this contract to be commercially reasonable and within fair market value.

The job description has been updated in Exhibit A and B, to further refine the responsibilities of this position as per the recommendation from the Board of Directors.

The contract was previously held by Dr. Zipkin, prior to his election to the Board of Directors.

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: 3/5/15 
Date Initials
CFO Review: _____ Date Initials

BOARD ACTION: _____	MEETING DATE: 3/17/2015
Out for TFHD Signature: _____ Date: _____	Receive Date: _____
Out for Vendor Signature: _____ Date: 3/9/2015	Receive Date: 3/11/2015
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
MEDICAL DIRECTOR – MEDICAL EDUCATION COMMITTEE

This Agreement is effective April 1, 2015 by and between Scott Samelson, M.D. (hereinafter referred to as “MEDICAL DIRECTOR”) and Tahoe Forest Hospital District (hereinafter referred to as “DISTRICT”).

RECITALS

DISTRICT currently operates a state licensed, Medicare certified, Critical Access Hospital. The MEDICAL DIRECTOR is licensed to practice medicine in the State of California. The DISTRICT is desirous of engaging MEDICAL DIRECTOR to perform such advisory duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. Responsibilities: During the term of this Agreement, the MEDICAL DIRECTOR will be responsible for the provision of all services outlined in **EXHIBIT A** (Medical Education Committee excerpt from the Medical Staff Rules and Regulations). Additional responsibilities are outlined in **EXHIBIT B** (Medical Director of Medical Education Job Description) attached hereto and made a part hereof.
2. Compensation: DISTRICT shall pay MEDICAL DIRECTOR \$100.00 per hour for a maximum of 5 hours per month, payable on the 15th day of the month immediately following the month during which Advisory services are rendered by MEDICAL DIRECTOR so long as MEDICAL DIRECTOR submits the Service Time Log attached hereto and incorporated herein as **EXHIBIT C**.

DISTRICT shall reimburse MEDICAL DIRECTOR for reasonable out-of-pocket expenses incurred by MEDICAL DIRECTOR 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 MEDICAL DIRECTOR 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 three (3) years commencing as of the above written date and, expiring on 3/31//2018.

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
Virginia A. Razo, Interim CEO
Tahoe Forest Hospital District
P.O. Box 759
Truckee, California 96160

MEDICAL DIRECTOR
Scott Samelson, M.D.
P.O. Box 95
Tahoe City, California 96145

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: MEDICAL 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:
- A. DISTRICT shall provide services to patients according to 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 MEDICAL DIRECTOR with an orientation to the MEDICAL DIRECTOR 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 MEDICAL DIRECTOR 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 MEDICAL DIRECTOR with any changes to these rules, regulations and standards and allow the MEDICAL DIRECTOR at least thirty (30) days to meet these changes.
7. Compliance With Laws and Regulations: MEDICAL DIRECTOR at all times while performing hereunder shall be licensed to practice medicine in the State of California; will maintain Active Staff privileges on the DISTRICT's Medical Staff to perform his/her duties with the Director of Medical Staff Services and the Chief Executive Officer. MEDICAL DIRECTOR shall perform duties in a timely manner and in accordance with DISTRICT policies and Medical Staff Bylaws and Rules and Regulations and Committees' policies. In addition, MEDICAL DIRECTOR 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. MEDICAL 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 MEDICAL DIRECTOR shall be covered under DISTRICT's comprehensive general liability insurance while performing as MEDICAL DIRECTOR hereunder.
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 MEDICAL 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 Public Law 96-+99, Sec 952 (Sec 1861 (v) (1) of the Social Security Act) and the regulations 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.

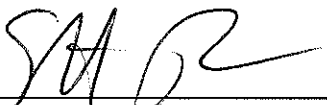
IN WITNESS WHEREOF, the parties have caused the agreement to be executed and delivered as of the date first above written.

TAHOE FOREST HOSPITAL DISTRICT

BY: _____
Virginia A. Razo,
Interim Chief Executive Officer

DATE: _____

MEDICAL DIRECTOR

BY:  _____
Scott Samelson, M.D.

DATE:  _____

EXHIBIT A

MEDICAL STAFF RULES AND REGULATIONS MEDICAL EDUCATION COMMITTEE

1. OVERSEE THE FUNCTIONS OF THE MEDICAL EDUCATION COMMITTEE:

2.13-1 COMPOSITION

The Medical Education Committee will consist of, at a minimum, the Medical Director of Medical Education who will also act as the chair. The committee will include designated Clerkship Directors and any other participating preceptors. The committee members will be appointed by the Medical Executive Committee. In addition, representatives of the various nursing and allied health professions will participate on an as-needed basis. The Medical Education Committee is accountable to the Medical Executive Committee.

2.13-2 DUTIES

The Medical Education Committee shall establish written policies and procedures for the conduct of its business, including oversight of the medical students, interns, and residents in coordination with the University, College, or School of Medicine. The committee will ensure that the program operates in a structured manner according to the teaching policies of the affiliated University, College or School of Medicine. They will also provide oversight of the medical students, interns, and residents activities and progress in collaboration with the Instructors of Record. The Committee will also provide oversight of telemedicine conferencing, continuing medical education for the Medical Staff, and other programs as assigned. The Committee recommends the acquisition, purchase, or disposal of educational materials and assists in establishing rules and regulations for use of the medical library services by the members of the Medical Staff.

2.13-3 MEETINGS

The Committee shall meet as often as necessary at the call of its Chair, but at least quarterly. It shall maintain a record of its proceedings and report its activities and recommendations to the Medical Executive Committee and Board of Directors.

2. OVERSEE THE COORDINATION OF THE ANNUAL RURAL HEALTHCARE CONFERENCE.

EXHIBIT B
JOB DESCRIPTION FOR
MEDICAL DIRECTOR OF CONTINUING MEDICAL EDUCATION

1. Oversees the development, direction and coordination of all continuing medical education opportunities provided by the DiSTRiCT. All created to provide education to improve physician knowledge, physician performance, and patient outcomes.
2. Provides leadership in conjunction with the Medical Education Committee for development of programs required to obtain and maintain accreditation with all applicable accreditation agencies.
3. Develops the educational modality for the programming to provide adult learning opportunities appropriate for the physician community.
4. Coordinates with the Medical Director of the UC Davis Rural PRIME Program, the Clerkship Directors and Preceptors related to the medical student rotations.
5. Administers annual continuing medical education needs assessment to align with the goals and mission of the DiSTRiCT and the Medical Staff Strategic Plan.
6. Develops, with the assistance from Medical Staff Services, policies and procedures to provide leadership in all phases of the development of continuing medical education.
7. In conjunction with the Medical Education Committee, the DiRECTOR is responsible for planning CME activities that include:
 - a. Establishing learning objectives;
 - b. Selecting appropriate course content;
 - c. Incorporating desirable physician attributes;
 - d. Identifying and resolving potential conflicts of interest related to speakers;
 - e. Oversees all medical nurse practitioner and physician assistants student rotations with affiliated teaching institutions.



Board Executive Summary

By: **Ashly Hoffman**
Contracts Coordinator

DATE: 3/12/2015

ISSUE:

March 2015 Contract Review for:

- Coll_Training_and_Education_2015
 - Taylor_Training_and_Education_2015
 - Thompson_Training_and_Education_2015
-

BACKGROUND:

During the 2014-2015 fiscal year, the BETA Quest for Zero: OB Safety Program Tier 2 provided TFHD a cost savings of \$31,521.00 for the District's insurance premiums. Obstetricians need to participate in the Tier 2 program for savings. TFHD's total annual cost for the proposed physician contracts listed above will be a maximum of \$4,500.00 each year. In anticipation of the same insurance incentives from BETA, implementing these contracts will result in a net savings of \$27,021.00 to TFHD for the 2015-2016 fiscal year. Although not currently budgeted, the cost of these contracts will be offset with the educational budget from the Medical Staff Services Department.

The contracts listed below have been reviewed by the firm Hooper, Lundy and Bookman. After thorough review of these contracts and in consultation with ECG Management Consultants, Hooper, Lundy and Bookman has determined each of the contracts to be commercially reasonable and within fair market value.

ACTION REQUESTED:

Approval of these contracts is being requested from the Board of Directors.


Alternatives:

Failure to approve these contracts will likely result in the loss of TFHD's BETA insurance savings for the 2015-2016 fiscal year.

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: 530-582-6640			
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		CEO <input type="checkbox"/>	CFO <input type="checkbox"/>	COO <input type="checkbox"/>	CNO <input checked="" type="checkbox"/>
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW?		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	MEETING DATE: March 12, 2015	
TYPE OF CONTRACT:		COMMITTEE RECOMMENDS:			
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: Steve Thompson, M.D.					
Purpose of the Contract/Alternatives: Annual education and training sessions are required of obstetricians in order to meet the criteria for the Quest for Zero discount on the TFHS Beta Medical Malpractice Insurance. In the past, physicians have completed training and education on their own time 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: District agrees to pay for reasonable out of pocket expenses incurred as a result of approved training and education. Additionally, District agrees to compensate the physician \$100.00 per hour for maximum of 15 hours per year for the activities.					
DATES OF CONTRACT:		EFFECTIVE DATE: 04-01-2015	END DATE: 3/31/2018		
Version History:		Original Effective date: 4/1/2015 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> Reasonable out of pocket expenses incurred as a result of approved training and education. Plus, \$100.00 per hour for maximum of 15 hours per year for the education and training activities.					
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> Net 30					
Total Cost of Contract:		Maximum of \$4,500 per three year term			
Compensation Audit Process:		See Policies AGOV-10 and ABD-21			
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:		Judy Newland, CNO			

ORIGINATING DEPARTMENT: Medical Staff Services		CONTACT PERSON: Terri Schnieder Phone: 530-582-6640	
LEGAL NAME OF CONTRACTOR/ VENDOR: Steve Thompson, 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:		Steve Thompson	
Mailing Address:		10175 Levon Drive, Truckee, CA 96161	
Telephone and Fax Number:		Phone: 530-587-1041	Fax: 530-587-1444
Email Address of Contact:		sthompson@tfhd.com	
Accounts Receivable Representative:			
REQUIRED FINANCIAL INFORMATION			
W-9 and Certificates of Insurance Must Be Submitted with any Contract			
ADDITIONAL INFORMATION			

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: <u>2/9/15</u>	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
TRAINING AND EDUCATION**

The **Professional Services Agreement Training and Education**, ("Agreement") dated April 1, 2015 by and between Steve Thompson, M.D. ("Physician") and Tahoe Forest Hospital District ("District").

RECITALS

District currently operates two state licensed, Medicare certified, critical access hospitals, including its Medical Staff.

In connection with District's operations, District participates in the Quest for Zero: OB Risk Management Initiative ("Quest Initiative"), offered by BETA Healthcare Group ("BETA Group"). BETA Group requires specific training and education from District's Medical Staff in order to participate in Quest Initiative; a current example of Quest Initiative requirements are attached hereto as EXHIBIT A.

District desires to enter into an agreement with Physician to provide for Physician's attendance at training and education events required by BETA Group for Quest Initiative as described below.

Accordingly, the parties agree as follows:

COMPENSATION

District shall compensate Physician \$100.00 per hour, for a maximum of 15 hours per year, for attendance at approved training and education events, provided that the training and education events attended comport with current BETA Group requirements for District's participation in Quest Initiative.

To receive compensation, Physician must submit the Training and Education Time Log attached hereto as EXHIBIT B within thirty (30) days of the date of the event(s) attended. The Time Log must include reasonable documentation of the training and education event attended, including the dates of attendance, and the number of hours attended on each given day. District shall pay Physician within (30) thirty days after receipt of Time Log.

District shall reimburse Physician for reasonable out-of-pocket expenses incurred as a result of approved training and education, so long as documentation of such expenses comport to District policies.

TERM. Subject to earlier termination as provided hereafter, this Agreement shall continue for three (3) years, until March 31, 2018.

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

Physician

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

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.

MISCELLEANEOUS.

Independent Contractor. Physician is an independent contractor and not an employee, agent or partner of, or joint venture with District.

Compliance With Laws and Regulations. Physician is licensed to practice medicine in the State of California and will maintain Active Staff privileges on the District's Medical Staff. Physician 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.

Governing Law. This Agreement will be interpreted under California law. Any litigation to enforce or interpret the provisions of this Agreement or the Parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the courts in the County of Nevada, California.

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. No amendments of this Agreement will be valid unless in writing and signed by the parties.

Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

Counterparts. This Agreement may be signed in counterparts consisting of one or more copies, including facsimile, each of which equally evidences this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered.

TAHOE FOREST HOSPITAL DISTRICT

BY: _____
Virginia A. Razo,
Interim Chief Executive Officer

DATE: _____

PHYSICIAN

BY:  _____
Steve Thompson, M.D.

DATE: 3/31/15

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: 530-582-6640			
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		CEO <input type="checkbox"/>	CFO <input type="checkbox"/>	COO <input type="checkbox"/>	CNO <input checked="" type="checkbox"/>
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW?		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	MEETING DATE: March 12, 2015	
TYPE OF CONTRACT:		COMMITTEE RECOMMENDS:			
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: Peter Taylor, M.D.					
Purpose of the Contract/Alternatives: Annual education and training sessions are required of obstetricians in order to meet the criteria for the Quest for Zero discount on the TFHS Beta Medical Malpractice Insurance. In the past, physicians have completed training or education on their own time 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: District agrees to pay for reasonable out of pocket expenses incurred as a result of approved training and education. Additionally, District agrees to compensate the physician \$100.00 per hour for maximum of 15 hours per year for the activities.					
DATES OF CONTRACT:		EFFECTIVE DATE: 04-01-2015	END DATE: 3/31/2018		
Version History:		Original Effective date: 4/1/2015 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> Reasonable out of pocket expenses incurred as a result of approved training and education. Plus, \$100.00 per hour for maximum of 15 hours per year for the education and training activities.					
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> Net 30					
Total Cost of Contract:		Maximum of \$4,500 per three year term			
Compensation Audit Process:		See Policies AGOV-10 and ABD-21			
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:		Judy Newland, CNO			

ORIGINATING DEPARTMENT: Medical Staff Services	CONTACT PERSON: <u>Terri Schnieder</u> Phone: <u>530-582-6640</u>
--	--

LEGAL NAME OF CONTRACTOR/ VENDOR: <u>Peter Taylor, M.D.</u>

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

CONTRACTOR INFORMATION	
Contractor Representative Name:	<u>Peter Taylor</u>
Mailing Address:	<u>10175 Levon Drive, Truckee, CA 96161</u>
Telephone and Fax Number:	Phone: <u>530-587-1041</u> Fax: <u>530-587-1444</u>
Email Address of Contact:	<u>ptaylor@tfhd.com</u>
Accounts Receivable Representative:	

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

ADDITIONAL INFORMATION	
------------------------	--

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: _____	Receive Date: _____
Out for Vendor Signature: _____ Date: <u>2/9/15</u>	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
TRAINING AND EDUCATION**

The **Professional Services Agreement Training and Education**, ("Agreement") dated April 1, 2015 by and between Peter Taylor, M.D. ("Physician") and Tahoe Forest Hospital District ("District").

RECITALS

District currently operates two state licensed, Medicare certified, critical access hospitals, including its Medical Staff.

In connection with District's operations, District participates in the Quest for Zero: OB Risk Management Initiative ("Quest Initiative"), offered by BETA Healthcare Group ("BETA Group"). BETA Group requires specific training and education from District's Medical Staff in order to participate in Quest Initiative; a current example of Quest Initiative requirements are attached hereto as EXHIBIT A.

District desires to enter into an agreement with Physician to provide for Physician's attendance at training and education events required by BETA Group for Quest Initiative as described below.

Accordingly, the parties agree as follows:

COMPENSATION

District shall compensate Physician \$100.00 per hour, for a maximum of 15 hours per year, for attendance at approved training and education events, provided that the training and education events attended comport with current BETA Group requirements for District's participation in Quest Initiative.

To receive compensation, Physician must submit the Training and Education Time Log attached hereto as EXHIBIT B within thirty (30) days of the date of the event(s) attended. The Time Log must include reasonable documentation of the training and education event attended, including the dates of attendance, and the number of hours attended on each given day. District shall pay Physician within (30) thirty days after receipt of Time Log.

District shall reimburse Physician for reasonable out-of-pocket expenses incurred as a result of approved training and education, so long as documentation of such expenses comport to District policies.

TERM. Subject to earlier termination as provided hereafter, this Agreement shall continue for three (3) years, until March 31, 2018.

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	Physician
Chief Executive Officer	10175 Levon Drive
Tahoe Forest Hospital District	P. O. Box 759

P.O. Box 759
Truckee, California 96160

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.

MISCELLENEOUS.

Independent Contractor. Physician is an independent contractor and not an employee, agent or partner of, or joint venture with District.

Compliance With Laws and Regulations. Physician is licensed to practice medicine in the State of California and will maintain Active Staff privileges on the District's Medical Staff. Physician 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.

Governing Law. This Agreement will be interpreted under California law. Any litigation to enforce or interpret the provisions of this Agreement or the Parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the courts in the County of Nevada, California.

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. No amendments of this Agreement will be valid unless in writing and signed by the parties.

Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

Counterparts. This Agreement may be signed in counterparts consisting of one or more copies, including facsimile, each of which equally evidences this Agreement.


IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered.

TAHOE FOREST HOSPITAL DISTRICT

BY: _____
Virginina A. Razo,
Interim Chief Executive Officer

DATE: _____

PHYSICIAN


BY:  _____
Peter Taylor, M.D.

DATE: 3/5/15 _____

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: 530-582-6640			
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		CEO <input type="checkbox"/>	CFO <input type="checkbox"/>	COO <input type="checkbox"/>	CNO <input checked="" type="checkbox"/>
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW?		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	MEETING DATE: March 12, 2015	
TYPE OF CONTRACT:		COMMITTEE RECOMMENDS:			
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: Shawni Coll, D.O.					
Purpose of the Contract/Alternatives: Annual education and training sessions are required of obstetricians in order to meet the criteria for the Quest for Zero discount on the TFHS Beta Medical Malpractice Insurance. In the past, physicians have completed training and education on their own time 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: District agrees to pay for reasonable out of pocket expenses incurred as a result of approved training and education. Additionally, District agrees to compensate the physician \$100.00 per hour for maximum of 15 hours per year for the activities.					
DATES OF CONTRACT:		EFFECTIVE DATE: 04-01-2015	END DATE: 3/31/2018		
Version History:		Original Effective date: 4/1/2015 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> Reasonable out of pocket expenses incurred as a result of approved training and education. Plus, \$100.00 per hour for maximum of 15 hours per year for the education and training activities.					
Contract Term: <i>(anything other than Net 30 requires AC approval)</i> Net 30					
Total Cost of Contract:		Maximum of \$4,500 per three term			
Compensation Audit Process:		See Policies AGOV-10 and ABD-21			
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:		Judy Newland, CNO			

ORIGINATING DEPARTMENT: Medical Staff Services		CONTACT PERSON: <u>Terri Schnieder</u> Phone: <u>530-582-6640</u>	
LEGAL NAME OF CONTRACTOR/ VENDOR: <u>Shawni Coll, D.O.</u>			
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:		<u>Shawni Coll, D.O.</u>	
Mailing Address:		<u>10175 Levon Drive, Truckee, CA 96161</u>	
Telephone and Fax Number:		Phone: <u>530-587-1041</u>	Fax: <u>530-587-1444</u>
Email Address of Contact:		<u>scoll@tfhd.com</u>	
Accounts Receivable Representative:			
REQUIRED FINANCIAL INFORMATION			
W-9 and Certificates of Insurance Must Be Submitted with any Contract			
ADDITIONAL INFORMATION			

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	BOARD ACTION: _____	MEETING DATE: _____
	Out for TFHD Signature: _____ Date: _____	Receive Date: _____
CFO Review: _____ Date Initials	Out for Vendor Signature: _____ Date: <u>2/9/15</u>	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
TRAINING AND EDUCATION**

The **Professional Services Agreement Training and Education**, ("Agreement") dated April 1, 2015 by and between Shawni Coll, D.O. ("Physician") and Tahoe Forest Hospital District ("District").

RECITALS

District currently operates two state licensed, Medicare certified, critical access hospitals, including its Medical Staff.

In connection with District's operations, District participates in the Quest for Zero: OB Risk Management Initiative ("Quest Initiative"), offered by BETA Healthcare Group ("BETA Group"). BETA Group requires specific training and education from District's Medical Staff in order to participate in Quest Initiative; a current example of Quest Initiative requirements are attached hereto as EXHIBIT A.

District desires to enter into an agreement with Physician to provide for Physician's attendance at training and education events required by BETA Group for Quest Initiative as described below.

Accordingly, the parties agree as follows:

Article I. COMPENSATION

Section 1.01 District shall compensate Physician \$100.00 per hour, for a maximum of 15 hours per year, for attendance at approved training and education events, provided that the training and education events attended comport with current BETA Group requirements for District's participation in Quest Initiative.

Section 1.02 To receive compensation, Physician must submit the Training and Education Time Log attached hereto as EXHIBIT B within thirty (30) days of the date of the event(s) attended. The Time Log must include reasonable documentation of the training and education event attended, including the dates of attendance, and the number of hours attended on each given day. District shall pay Physician within (30) thirty days after receipt of Time Log.

Section 1.03 District shall reimburse Physician for reasonable out-of-pocket expenses incurred as a result of approved training and education, so long as documentation of such expenses comport to District policies.

Article II. TERM. Subject to earlier termination as provided hereafter, this Agreement shall continue for three (3) years, until March 31, 2018.

Article III. TERMINATION.

Section 3.01 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	Physician
Chief Executive Officer	10175 Levon Drive

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

P. O. Box 759
Truckee, CA 96161

Section 3.02 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.

Article IV. MISCELLENEOUS.

Section 4.01 Independent Contractor. Physician is an independent contractor and not an employee, agent or partner of, or joint venture with District.

Section 4.02 Compliance With Laws and Regulations. Physician is licensed to practice medicine in the State of California and will maintain Active Staff privileges on the District's Medical Staff. Physician 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.

Section 4.03 Governing Law. This Agreement will be interpreted under California law. Any litigation to enforce or interpret the provisions of this Agreement or the Parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the courts in the County of Nevada, California.

Section 4.04 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. No amendments of this Agreement will be valid unless in writing and signed by the parties.

Section 4.05 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

Section 4.06 Counterparts. This Agreement may be signed in counterparts consisting of one or more copies, including facsimile, each of which equally evidences this Agreement.

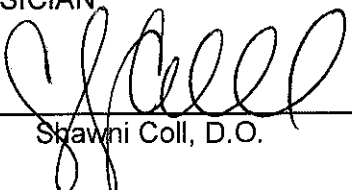
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered.

TAHOE FOREST HOSPITAL DISTRICT

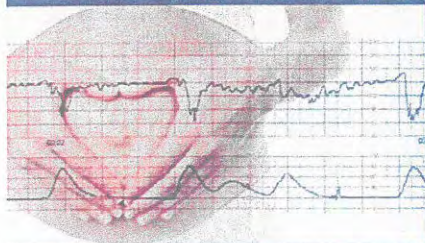
BY: _____
Virginia A. Razo,
Interim Chief Executive Officer

DATE: _____

PHYSICIAN

BY:  _____
Shawni Coll, D.O.

DATE: 3/6/15



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: _____

Newborn: _____

Antepartum: _____

NICU: _____

Level: I II III

Postpartum: _____

OR Suite: _____

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	<p>Culture survey results must be provided at time of validation</p>
<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	<p>As above</p>
<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	<p>OB Committee meeting minutes Nursing staff meeting minutes</p>
<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	<p>Evidence of participation by all staff reflected in dated sign-in sheets</p>
<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	<p>Evidence of participation by all staff reflected in dated sign-in sheets</p>

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@betahq.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
<p>Utilizing an interdisciplinary approach, implement simulation or drills on two low frequency, high-risk events, annually.</p> <p>High or low fidelity simulation may be used. Simulation is best conducted in-situ though a simulation center may be utilized.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	
<p>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</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Evidence of participation by all staff reflected in dated sign-in sheets
<p>Selection shall be based on events where there is potential for incidence, but rarely encountered to breed familiarity with clinical management. This may include:</p> <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
<p>A debrief process is in place and there is documented evidence of the debriefs, preferably written by staff, identifying individual learning</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Debrief summary shall be produced on day of validation
<p>Documentation of one opportunity, the associated corrective action and measure of success shall be provided</p>	<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.
<p>A multidepartmental and interdisciplinary hemorrhage protocol for management of hemorrhage is in place and is approved by medical staff</p> <p>Examples may be found at www.CMQCC.org or in BETA's Perinatal Toolkit: 2014-2015</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Hemorrhage policy/protocol</p> <p>Massive transfusion protocol</p>
<p>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</p> <p>Examples may be found at www.CMQCC.org or in BETA's Perinatal Toolkit: 2014-2015</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Medical staff roster</p> <p>Nursing staff roster</p> <p>Evidence of participation by all staff reflected in dated sign-in sheets</p>
<p>An emergency OB hemorrhage cart is in place in L&D and Postpartum. All staff are oriented to its contents and use.</p> <p>Examples hemorrhage cart contents may be found at www.CMQCC.org or in BETA's Perinatal Toolkit: 2014-2015</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	<p>Nursing staff roster</p> <p>Evidence of orientation/in-service attended by all staff reflected in dated sign-in sheets</p>
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>
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	<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@betahq.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
Epidural tubing/connections are not compatible with IV tubing, are clearly labeled, and do not have injection ports. Per AB 1867: " <i>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</i> " 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	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Pharmacy Procedure Observation
Epidural infusions are accessible, and retrieved only, by anesthesiologists or CRNA's AWHONN Perinatal Nurses: Safe Practice Guideline	<input type="checkbox"/> Met <input type="checkbox"/> Not Met	Observation
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: <ul style="list-style-type: none"> • May not increase the dose • May not decrease the dose • May not bolus the dose • May not reinstate 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
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 - or - 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 ACOG #107, August 2009: Reaffirmed 2013 Clark, S.	<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, <i>When Things Go Wrong: Voices of Patients and Families</i>, 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	Nursing staff roster Medical staff roster Evidence of participation by all perinatal staff reflected in dated sign-in sheets
<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

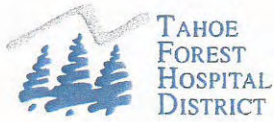
TIER 2

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 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** _____



Board Executive Summary

By: **Jayne O'Flanagan**
Chief Human Resources Officer

DATE: March 12, 2015

ISSUE:

Recruitment process for Chief Executive Officer position

BACKGROUND:

The Board has agreed to enter into a recruitment process for the CEO position, timing of recruitment effort has not been determined. Attached is a summary of the District's recruitment process and information on recruitment/management firms and their services.

ACTION REQUESTED:

Feedback from the Board on changes to the process
Appointment of Personnel Committee or others to begin to research recruitment firm options

Alternatives:

Chief Executive Officer Recruitment

Internal process for recruitment of CEO

- Board utilizes support of Human Resources Director to assist with search firm options
- Board assigns responsibility to engage a search firm and source candidates to either a special committee or the Personnel Committee
- Board engages in discussion with search firm as to what makes an ideal candidate
- Board determines final selection panel; Board, Medical Staff, hospital staff, community
- Top candidates are presented to Board for review
- Board narrows candidate selection
- Interviews are conducted
- Final candidates interview with others as identified above
- Board makes final selection

Search firms

Each search firm offers different services but all follow the basic steps of

- Defining candidate specifications with Board of Directors and other interest groups identified by the Board based on local issues, hospital situation, culture
- Defining appropriate pay and benefits
- Attracting, screening and evaluating qualified candidates
- Interviewing selected candidates
- Assisting Board in selection of new executive



Firms have different levels of assistance. Some are recruitment firms only. Others have the ability to place interim management, provide contracted management services and assist with recruitment and placement. The following firms are well respected in the healthcare industry.

Firm	Specialty	Services
HFS Consultants Healthcare Management and Financial Consulting	Healthcare only	Sources interim management candidates Recruitment and placement
Hunter Ambrose	CAH only. Focuses on 25 healthcare positions	Recruitment and placement
Witt/Kieffer	Healthcare, life science companies, higher education, not-for profit	Recruitment and placement
QHR Quorum Health Resources	Healthcare only	Places interim management if needed (QHR employee) Evaluation of management structure Contract management services Recruitment and placement

Anticipated costs

Most agencies have a fee of 30-35% of a candidates first year's compensation and bonus payments in addition to all related expenses. Following is an estimation of the cost for the recruitment:

Base recruitment fee:	\$120,000 (Assuming \$300,000 base plus 15% IC eligibility)
Travel/other expenses:	\$ 30,000
Relocation expenses:	\$ 15,000
Temporary housing:	<u>\$ 20,000</u>
Estimate:	\$195,000

	Tahoe Forest Health System				
	Title: Guidelines For The Conduct Of Business By The Tahoe Forest Hospital District Board of Directors		Policy/Procedure #: ABD-12		
	Responsible Department: Board of Directors				
Type of policy		Original Date:	Reviewed Dates:	Revision Dates:	
<input checked="" type="checkbox"/>	Board	8/90	3/08: 1/12; 1/14	1/10, 6/14	
<input type="checkbox"/>	Medical Staff				
<input type="checkbox"/>	Departmental				
Applies to: <input checked="" type="checkbox"/> System <input type="checkbox"/> Tahoe Forest Hospital <input type="checkbox"/> Incline Village Community Hospital					

PURPOSE:

To explain the guidelines for the Board of Directors in conducting business for the District.

To clarify the requirements of state law for public meetings while conducting business and meetings on behalf of the District.

POLICY:

In an effort to make known to any interested party the general guidelines for the conduct of business by the Board of Directors of the Tahoe Forest Hospital District, the following compendium of provisions from the Tahoe Forest Hospital District Bylaws and the Ralph M. Brown Act, hereinafter referred to as Brown Act, is hereby established.

PROCEDURE:

1.0 Officers Of The Board of Directors

- 1.1 The officers of the Board of Directors are: President, Vice President, Secretary and Treasurer.
- 1.2 The officers shall be chosen every year by the Board of Directors at the first meeting of such calendar year and each officer shall hold office for a one year term or until such officer's successor shall be elected and qualified or until such officer is otherwise disqualified to serve. The person holding the office of President of the Board of Directors shall not serve two successive terms. The office of President, Vice President, Secretary and Treasurer shall be filled by members of the Board of Directors. The office of Clerk shall be filled by the Chief Executive Officer.

2.0 Meetings Of The Board of Directors

- 2.1 Regular Meetings: Regular meetings of the Board of Directors shall be held the last Tuesday of each month at 6:00 PM at a location within the Hospital District Boundaries. The regular meeting shall begin with Open Session business in accordance with California Open Meeting Laws. Regular meetings will adjourn by 10:00 PM unless extended by a majority vote of Board Members present. The

notice for meetings of the Board of Directors and Board Committees shall be posted per the requirements of the Ralph M. Brown Act.

- 2.2 It is the duty, obligation, and responsibility of the Board President and Board Committee chairpersons to call for Board of Directors and Board Committee meetings and meeting locations. This authority is vested within the office of the Board President or the Board Committee chair and is expected to be used with the best interests of the District, Directors, staff and communities we serve.
- 2.3 Special Meetings: Special meetings of the Board of Directors may be held from time to time as specified in the District Bylaws and with the required 24 hours notice as stated in the Brown Act.
 - 2.3.1 If there is a determination by the President of the Board, or by two-thirds of the Board, that there is a need to take immediate action upon an item(s) requiring Board approval, and the need for action comes prior to a regular meeting, then a special meeting shall be called and conducted in accordance with the notice and posting provisions of the Brown Act in order to obtain Board approval.
 - 2.3.2 Special meetings shall be called by delivering written notice to each Board member and to the public in compliance with the Brown Act (to each local newspaper of general circulation and radio or television station requesting notice in writing), including providing a description of the business to be transacted. Board members may dispense with the written notice provision if a written waiver of notice has been filed with the Clerk prior to the time a meeting convenes.
 - 2.3.3 No business other than the purpose for which the special meeting was called shall be considered, discussed, or transacted at the meeting.
- 2.4 Emergency Meetings: Emergency meetings may be called in the event of an emergency situation, defined as a crippling disaster, work stoppage or other activity which severely impairs public health, safety or both, as determined by a majority of the Board, or in the event of a dire emergency, defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity so immediate and significant that requiring one hour notice before holding an emergency meeting may endanger the public health, safety, or both as determined by a majority of the board.
 - 2.4.1 In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, then a one (1) hour notice provision as prescribed by the Brown Act is required. In the event telephone services are not working, notice must be given as soon as possible after the meeting.
 - 2.4.2 No business other than the purpose for which the emergency meeting was called shall be considered, discussed, or transacted at the meeting.
- 2.5 Closed Session Meetings: Closed Session meetings of the Board of Directors and Board committees may be held as deemed necessary by members of the Board of Directors or the Chief Executive Officer pursuant to the required notice and the restriction of subject matter as defined in Government Code Section 54950 (Brown Act). Under no circumstances shall the Board of Directors order a closed session meeting for the purposes of discussing or deliberating, or to

permit the discussion or deliberation in any closed meeting of any proposals regarding:

- 2.5.1 The sale, conversion, contract for management, or leasing of any District health care facility or the assets thereof, to any for-profit or nonprofit entity, agency, association, organization, governmental body, person, partnership, corporation, or other district.
- 2.5.2 The conversion of any District health care facility to any other form of ownership by the District.
- 2.5.3 The dissolution of the District.
- 2.6 Teleconferencing: Any regular, special, or emergency meeting at which teleconferencing is utilized shall be conducted in compliance with the provisions of the Brown Act. These include:
 - 2.6.1 Teleconferences must comply with the rest of the Brown Act
 - 2.6.2 All votes taken by teleconference must be taken by roll call
 - 2.6.3 Agendas must be posted at all teleconference locations
 - 2.6.4 Each teleconference location must be identified in the agenda
 - 2.6.5 Each teleconference location must be accessible to the public
 - 2.6.6 At least a quorum of the Board must participate from locations within the District boundaries (a Board member outside the geographical location of the District may be counted toward the quorum if fifty percent (50%) of the number of members that would establish the quorum is present within the geographical boundaries)
 - 2.6.7 The agenda must provide for public comment at each teleconference location.
- 2.7 All meetings of the Board of Directors shall be chaired by members of the Board of Directors in the following order: President, Vice President or Secretary.

3.0 Activities/Meetings of Board Committees

- 3.1 Board committees will undertake the activities of the committee as outlined in the Tahoe Forest Hospital District Bylaws. In addition, each standing committee will annually establish committee goals, and such goals will be presented to the Board of Directors.
- 3.2 In order that Board standing committees function in the most efficient manner, the length of committee meetings will be kept to a reasonable length. Further, the most critical topics will be placed at the beginning of committee agendas to ensure their review in a timely manner.

4.0 Meetings Open to the Public

All meetings of the Board of Directors and Board standing committees are open to the public with the exception of the Closed Session portion of such meetings.

5.0 Notices of Meetings of the Board of Directors and Board Standing Committees Supplied to the Public

Notices of any Regular or Special meeting of the Board of Directors and Board standing committees shall be mailed to any interested party who has filed a written request for such notice. The request must be renewed annually in writing.

6.0 Board and Board Standing Committee Agenda Packets for Members of the Public

6.1 Board and Board standing committee agendas and agenda materials are available for review by any interested party at the administrative offices or at the Board or Board standing committee meeting itself.

6.2 Any requests from the public for Board and Board standing committee agenda packets shall be filled within a reasonable amount of time. Any member of the public requesting a Board or Board standing committee agenda packet with all attachments shall be charged \$.10 per page for such material. The charge is only intended to capture direct costs associated with complying with public requests for documents. In no way do we attempt to profit from this activity; but only seek to remain fiscally prudent and provide equity of service while maintaining easy access. Additionally, any members of the public being able to demonstrate true indigence shall be exempted from the fee per page charges. An agenda packet with all attachments shall be made available for use by any interested party at all Regular and Special meetings of the Board of Directors and Board standing committee meetings.

7.0 Public Input at Meetings of the Board of Directors and Board Standing Committee Meetings

On each agenda of Regular and Special meetings of the Board of Directors and Board standing committee meetings there shall be a provision made for input from the audience. The Board of Directors or Board standing committee may impose a time limit for such public input. Pursuant to the Brown Act, items which have not previously been posted on the meeting agenda may not be discussed or acted upon at that meeting by the Board of Directors with the following exceptions:

7.1 If a majority of the Board of Directors determines that an emergency situation exists as defined under the "Emergency Meetings" section of this policy, or

7.2 If two-thirds of the Board of Directors' full membership is present and agree an item needs to be placed on the agenda for action after the agenda was posted, or

7.3 If the item was previously posted in connection with a meeting which occurred no more than 5 days prior to the date on which the proposed action will be taken.

8.0 Preparation Of The Agenda For Board or Board Standing Committee Meetings

8.1 Placing of Items On The Agenda By Members Of The Public:

8.1.1 As provided for in Government Code Sections 54950-54962 (Brown Act) pertaining to public input, the District will provide an opportunity for members of the public to address the Board on any matter within their subject matter jurisdiction. It is the desire of the Board of Directors to adhere to legislative requirements and conduct the business of the District in a manner so as to address the needs and concerns of members of the public.

- 8.1.2 Members of the public are directed to contact the President of the Board of Directors, a Director of the Board or the Chief Executive Officer at least two weeks prior to the meeting of the Board of Directors at which they wish to have an items placed on the agenda for discussion/action. Requests to Directors of the Board will be referred to the Chief Executive Officer for follow up.
- 8.2 The Chief Executive Officer and Executive Assistant, with input from members of the Board, shall prepare the agendas for the meetings of the Board of Directors or Board standing committees. Items to be placed on the Board agenda should be submitted to the Chief Executive Officer or the Executive Assistant no later than 10 days prior to the Board meeting.
- 8.3 The format for agendas of meetings of the Board of Directors will be as follows:
 - 8.3.1 6:00 PM Call to Order
 - 8.3.2 Roll Call
 - 8.3.3 Clear the Agenda/ Items Not on the Posted Agenda
 - 8.3.4 Input – Audience
 - 8.3.5 Medical Staff Report
 - 8.3.6 Consent Calendar
 - 8.3.7 Chief Executive Officer’s Report
 - 8.3.8 Additional Administrative Reports
 - 8.3.9 Presentations/ Staff Reports
 - 8.3.10 Board Committee Reports/Recommendations
 - 8.3.11 Items for Board Discussion And/Or Action
 - 8.3.12 Agenda Input For Upcoming Committee Meetings
 - 8.3.13 Items for Next Meeting
 - 8.3.14 Board Members Reports/Closing Remarks
 - 8.3.15 Closed Session if necessary
- 8.4 The Board of Directors to facilitate input from members of the Medical Staff. When possible, items of concern to the members of the Medical Staff will be placed as early in the agenda as appropriate within the format as detailed above.
- 8.5 The Board President and the Chief Executive Officer will create a "Consent Calendar" for those items on the agenda which are reasonably expected to be routine and non-controversial. The Board of Directors shall consider all of the items on the agenda marked Consent Calendar at one time by vote after a motion has been duly made and seconded. If any member of the Board of Directors, hospital staff or any interested person in the audience requests that a consent item be removed from the list of consent items prior to the vote on the Consent Calendar, such item shall be taken up for consideration and disposition following action on the remaining items on the Consent Calendar.
- 8.6 If available, minutes of Board standing committee meetings will be included in Board agenda packets. If not available, the agenda for the meeting will be

included. Recommendations from the Board standing committee to the Board of Directors will be highlighted at the beginning of the minutes for ease of presentation.

8.7 The President of the Board of Directors will approve the finalized agenda prior to its distribution.

9.0 Notification by Board Member of Anticipated Absences

In the event a Board Member will be out of the area or unable to participate in a meeting, the Board Member is requested to provide notification to the Executive Assistant with information including the dates of absence, best method of contact, applicable telephone and fax numbers, and, if possible, a mailing address. If you do not wish to be contacted in the event of an emergency, you must waive your right to be contacted in writing.

10.0 Minutes Of Meetings Of The Board Of Directors And Board Standing Committees

Minutes of meetings of the Board of Directors and Board standing committees shall be taken by the Executive Assistant. The minutes shall be transcribed by the Executive Assistant and reviewed by the Chief Executive Officer prior to submittal to the Board of Directors or Board committees for review and approval at their next regularly scheduled meeting.

11.0 Special Rules/Robert's Rules Of Order

Introduction: The Board of Directors has adopted Robert's Rules Of Order, Revised as the framework to guide discussion and actions within the Board of Directors' meetings and its subsidiary committee structure. With acknowledgement that the Tahoe Forest Hospital Board of Directors is somewhat different in form, membership and objective than is captured in Robert's Rules, the placement of "Special Rules" is appropriate to facilitate superior deliberation and decision making. With Robert's Rules providing the basis for debate and action, the following procedures and/or expectations shall take precedence over Robert's Rules of Order, Revised:

12.0 Discussion/Debate

12.1 As is practical, staff oral summaries shall precede motions.

12.2 Invited outside presenters, such as our auditors, accountants, legal counsel shall offer their comments and documentation prior to a motion being introduced by one of the Board Members.

12.3 *Brief* questions to fill in knowledge gaps or to provide clarification should be posed prior to motion language being introduced.

12.4 Any Board committee input or recommendations should be presented prior to a motion. Again, *brief* questioning for clarification may be engaged in prior to motions.

12.5 Public input/comments regarding items not on the agenda will be sought at the beginning of Board/Board standing committee meetings. Public input/comments regarding agenda items will be sought during the consideration of these items, before action is taken, at Board/Board standing committee meetings. It is noted that presentations from outside organizations may be referred to a Board Committee by the Board President for the formulation of a recommendation to the Board of Directors.

- 12.6 At any point during a Board of Directors meeting any member may request, by motion that the Board go into "Committee of the Whole" to discuss any item on the agenda. Structurally, a motion is made to "go into Committee of the Whole to discuss item "x", a second is received, and a vote is taken. Simple majority rules on the matter. Such discussions are intended to act as an opportunity to present opinions and a fact, and/or receive input from other Board members in the absence of an "action" motion directly under consideration. To leave "Committee of the Whole" discussions and return to the agenda, or to present a motion for action, the Chair can pose that we have exhausted the topic, and by consent adjourn the Committee of the Whole and return to the Board agenda.
- 12.7 Or, if any member wishes to close the Committee of the Whole discussion, he/she can ask for such action, by motion, and receiving a second the request to move on will be voted upon. Again, simple majority rules on the matter.
- 12.8 A separate and distinct area of the agenda shall be devoted to discussion items. This section is intended to serve the function of allowing the Directorship an opportunity to engage in free flowing information and opinion exchanges without the necessity of relating one's thoughts to a pending action item or motion. When the Chair calls for this section of the meeting, we are in de-facto "Committee Of The Whole" discussion. Topics such as emerging trends, long range plans, events and the like are most appropriately considered within this format. On each Board agenda there will be, under this section, an "agendized" item asking for member input for future topics.
- 12.9 A member can ask that a topic be placed on next month's agenda for discussion. The item will be placed on next month's agenda unless another Board Member objects, in which case the simple majority rules.

13.0 Voting/Motions

- 13.1 Any member of the Board of Directors may introduce or second a motion, including the Board President or other currently presiding officer. All members, including the Board President, are obliged to vote on all motions presented while in attendance.
- 13.2 Recording of the vote shall be first done by voice vote, with exception going to resolutions that require a roll call vote. Any member may request a roll call vote on any motion; such requests will not require a second and shall be performed at once.
- 13.3 "Secret ballots" or any other means of casting anonymous or confidential votes are strictly prohibited per law. All votes shall be recorded and be available for public review.
- 13.4 Unless otherwise noted, all Board related business, whether in committee or Board session (open or closed) shall be conducted in a fashion conversant with Robert's Rules of Order, Revised. The Board formally adopts this method of conducting business to ensure that all Board affairs are conducted in an equitable, orderly and timely fashion. Parliamentary procedures are seen as a valuable tool for proper conduct in meetings, and should provide a degree of standardization in regards to other governmental interests, facilitating the public's understanding (and other governmental bodies' understanding) our actions.

14.0 Urgent Decisions

In the event that an urgent or emergent decision or action is required by the Board prior to a regularly scheduled meeting, the President of the Board, or a majority of the Board members, may call a special board meeting or an emergency meeting to take action.

15.0 Contingent Approval

15.1 In the event the Board approves an item at a Board meeting in which all of the terms, conditions, restrictions, commitments, etc. are clearly defined, but which such provisions have not been formalized in contracts or other appropriate documentation, the Board may give preliminary approval to the Chief Executive Officer to execute the contract or other appropriate documentation, contingent upon the following:



15.1.1 the terms are not substantively altered from those previously approved,

15.1.2 all involved parties to the transaction or agreement are notified in writing of the contingent approval of the terms pending ratification by the Board, and

15.1.3 the final terms and documentation are approved or rejected by the Board at its next regularly scheduled Board meeting.

15.2 If the terms of the supporting documentation are substantively different than those previously approved at the public meeting, then approval must be obtained at the next regular board meeting, or a special meeting may be called.

Related Policies/Forms: Inspection And Copying of Public Records ABD-14
References: Ralph M. Brown Act (CA Govt Code §54950), Governance Institute
Policy Owner: Clerk of the Board
Approved by: Robert Schapper, Chief Executive Officer

	Tahoe Forest Health System				
	Title: Manner of Governance For The Tahoe Forest Hospital District Board of Directors			Policy/Procedure #: ABD-17	
	Responsible Department: Board of Directors				
Type of policy		Original Date:	Reviewed Dates:	Revision Dates:	
<input checked="" type="checkbox"/>	Board	11/94	1/12; 1/14	3/08; 1/10; 4/14	
<input type="checkbox"/>	Medical Staff				
<input type="checkbox"/>	Departmental				
Applies to: <input checked="" type="checkbox"/> System <input type="checkbox"/> Tahoe Forest Hospital <input type="checkbox"/> Incline Village Community Hospital					

PURPOSE:

To provide the framework within which the members of the Board of Directors of Tahoe Forest Hospital District will be guided in the execution of their fiduciary duties on behalf of the District.

To help assure awareness by the members of the Board of Directors of their basic fiduciary duties under state law, and that the actions, decisions and conduct of the members of the Board of Directors of the District are at all times consistent with their duties and obligations.

To assist the Board of Directors in the Board’s exercise of oversight, by establishing confidentiality obligations of Board Members to protect and preserve the confidentiality of District information.

To create an environment of open and honest communication, mutual respect and clearly defined responsibilities among Board Members, administration, all employees, physicians, affiliates, customers and the community we serve.

To incorporate into the governance process the tenets of the Tahoe Forest Hospital District’s Mission Statement:

Devoted to Excellence

Your Health

Your Life

Our Passion

To incorporate into the governance process the tenets of the Tahoe Forest Hospital District’s Vision Statement:

To be the Best Mountain
Community Health System
in the Nation

POLICY:

Members of the Board shall act in accordance with the highest standards of personal integrity, avoiding any conflict of interest, all the while maintaining the letter, as well as the spirit, of California's Open Meeting Law, with due deference to information of a privileged or confidential nature.

PROCEDURE:

1.0 General Principals of Governance:

- 1.1 The Directors' Role.** The Directors are those persons responsible for the operation of the District; all District authority and affairs are to be managed by or under the direction of the Board of Directors. The Directors do not manage the day-to-day affairs of the District, but must exercise reasonable and prudent oversight with respect to District Chiefs, agents, and employees. In the performance of its duties, members of the Board of Directors may act in reliance on information and reports received from senior management as well as professional advisors and consultants whom the Board of Directors regard as reliable and competent with respect to the subject matter at issue.
- 1.2 Governance Commitment.** The Board of Directors, on behalf of the beneficiaries of the mission of the District, will govern the District with a strategic perspective through a continuously improving commitment to the vision and values set forth in that mission.
- 1.3 Core Fiduciary Duties.** The Board of Directors will effect its prescribed role and commitment in a manner consistent with all relevant law, and with the following core fiduciary duties:
 - 1.3.1 Duty of Care.** Each Director is obligated to exercise the proper level of care in the decision-making process, by acting (a) in "good faith" (i.e., in the absence of any personal benefit or self-dealing); (b) with that level of care that an ordinary prudent person would exercise in like circumstances (e.g., the obligations to be informed and to exercise reasonable inquiry); and (c) in a manner the Director reasonably believes is in the best interests of the District.
 - 1.3.2 Duty of Loyalty.** Each Director is obligated to exercise his/her obligations and powers in the best interests of the District and its mission, not in his/her own interest or in the interest of another entity or person. Each Director is obligated to affirmatively protect the interests of the District committed to his/her charge, and to refrain from doing anything that would work injury to the District, or to deprive it of profit or advantage which the Director's skill or ability might bring to it, or enable it to make in the reasonable and lawful exercise of its powers. Each Director is obligated to exercise an undivided and unselfish loyalty to the District and in doing so not to allow any conflict between duty and self-interest.
 - 1.3.3 Duty of Obedience.** Each Director is charged with the obligation to further the mission of the District as set forth in its Bylaws, to be faithful to its articulated purposes and goals, and to act in conformity with all laws affecting the District.

- 2.0 Governing Style, Focus.** The Board will govern with an emphasis on outward vision rather than internal preoccupation; encouragement to express diversity in viewpoints;

and a proactive style. The Board will exercise its governance obligations in a manner that emphasizes candor; transparency; fairness; good citizenship; a commitment to compliance; and dedication to the mission of the District. In so doing, the Board of Directors shall foster a governance culture stressing constructive scrutiny and an active, independent oversight role.

2.1 The Board, with educated leadership, shall direct and inspire the organization through careful establishment of broadly written policies. The Board's major policy focus will be on the intended long-term impacts of policy decisions on the organization, not on the administrative functions. Policies will be statements of organizational values incorporating the Five Foundations of Excellence:

Quality – Provide excellence in clinical outcomes

Service – Best place to be cared for

People – Best place to work and practice

Finance – Provide superior financial performance

Growth – Meet the needs of the community

2.2 The Board will enforce upon itself whatever discipline is needed to govern with excellence. Self-discipline will apply to matters such as attendance, preparation for meetings, respect of individual and organizational roles, and ensuring continuance of governance capability. Any hospital employee, physician, affiliate, customer or community member may approach the Chief Executive Officer or President of the Board to express concerns related to an individual Board Member's conduct as it relates to this policy without fear of reprisal.

3.0 Board of Directors' Duties. In addition to the core duties set forth above, and in accordance with standards of California State law applicable to the Directors of a public agency, including districts, the Directors collectively shall perform and fulfill the following acts and duties in view of the manner in which persons of ordinary prudence, diligence, discretion, and judgment would act in the management of their own affairs. The Directors shall:

3.1 Oversee the implementation of the District's policies and procedures and take all steps necessary to ensure that the District is being managed in a manner consistent with its mission, that its assets are being managed prudently and only for the District's stated purpose, and that those policies are administered so as to provide quality health care in a safe environment. .

3.2 Establish, review, and monitor the implementation of substantive strategic policies affecting the administration of the District such as its healthcare and financial objectives and other major plans and actions.

3.3 Oversee and monitor the management of the District's finances as described in the Bylaws, periodically reviewing financial projections, establishing and implementing fiscal controls, and .evaluating the performance of the District and the degree of achievement of Board-approved objectives and plans. Particular oversight shall be made with respect to the integrity and clarity of the District's financial statements and financial reporting.

3.4 Acting as prudent fiduciaries of an institution requiring a professional and managerial expertise, exercise reasonable care, skill, and caution in selecting the CEO; and in accordance with the Bylaws, establishing, the scope and terms of

CEO's duties; periodically reviewing CEO's actions in order to monitor his/her performance and compliance with board directives, and fix the compensation of, and where appropriate, hire or replace the CEO,.

- 3.5 Review and approve significant District actions.
- 3.6 Advise management on significant financial, operational, and mission-based issues facing the District.
- 3.7 Set limits on the means with which the CEO and District staff operate by establishing principles of prudence and ethics, forming the parameters for all management and staff practices, activities, circumstances, and methods.
- 3.8 Monitor Board directives to the CEO and professional consultants retained by the Board to ensure implementation in accordance with such directives.
- 3.9 Hold the CEO and senior leadership team accountable for ensuring compliance with applicable federal and state laws and regulations and court orders regarding the administration of the District, and for minimizing exposure to legal action.
- 3.10 Uphold and act in accordance with the provisions of the California Health and Safety Code §§32000 et seq, (the "Local Health Care District Law), upon which the District was established, with Government Code §§54950 et seq. (the "Ralph M. Brown Act") regarding open meetings, and with any and all other laws and regulations relating thereto.
- 3.11 The Directors will not have day-to-day responsibility for the management of the District.
- 3.12 **Chairperson's Role.** The Chairperson will be selected by the Board of Directors by majority vote. The Chairperson's primary role is the integrity of the Board's process and, secondarily, occasional representation of the Board to outside parties. The Chairperson is generally the Director authorized to speak for the Board (beyond simply reporting Board decisions). The job of the Chairperson is to ensure the Board behaves consistently with its own policies and rules.

4.0 **Board Composition, Commitment.**

- 4.1 **Structure.** The size, election, term and vacancy guidelines for the Board of Directors is defined in the Bylaws, and as prescribed by The Local Health Care District Law (CA Health & Safety Code Section 32100) and Vacancies of Public Officers (CA Govt Code Section 1780).
- 4.2 **Officers.** The officers of the District are members of the Board and are chosen as defined in the Bylaws. An officer may resign at any time or be removed by the majority vote of the other Directors then in office at any regular or special meeting of the Board of Directors. Reason for action shall be given to the Board members ten (10) days prior to that action.
- 4.3 **Director Removal.**
 - 4.3.1 A Board member may be removed by recall vote as set forth in CA Elections Code Section 2700, or as provided in The Local Health Care District Law (CA Health & Safety Code Section 32100.2) regarding meeting absences (See Section 4.4.2 below).
 - 4.3.2 In accordance with CA Govt Code Sections 3000-3001, a Director forfeits his/her office upon conviction of designated crimes as specified in the

Constitution and laws of the State. Additionally, a Director intoxicated while discharging the duties of his/her office, or by reason of intoxication is disqualified from discharging or neglects his/her duties, is guilty of a misdemeanor. On conviction of such misdemeanor the Director forfeits his/her office, and the vacancy shall be filled in the same manner as if the Director had filed a resignation.

4.3.3 An accusation in writing against a Director for willful or corrupt misconduct in office, may be presented by the grand jury of the county in which the accused Director is selected or appointed. Prior to removal, the Director shall be entitled to due process in accordance with the provisions of CA Govt Sections 3060-3075. Removal shall occur only upon a conviction and court pronounced judgment. A Director may be removed from office for willful or corrupt misconduct in office occurring at any time within the six years immediately preceding the presentation of an accusation by the grand jury.

4.4 Expectations of Commitment.

4.4.1 Directors of the District shall be expected to expend such amounts of time and energy in support of the oversight of the District's affairs as may be necessary for them to fully satisfy their fiduciary obligations as set forth above. Directors shall be entitled to maintain outside business and volunteer activities in a manner consistent with the District's policies on conflicts of interest and outside business opportunities.

4.4.2 Directors shall adhere to board and/or committee meeting attendance requirements. In accordance with The Local Health Care District Law, the term of any Director shall expire if he or she is absent from three consecutive regular meetings, or from three of any five consecutive meetings of the Board *and* the Board by resolution declares that a vacancy exists on the Board.

4.4.3 In the event a Board Member will be out of the area or unable to participate in a meeting, the Board Member is requested to provide notification to the Executive Assistant as described in the [Guidelines For the Conduct of Business By the TFHD Board of Directors](#).

4.5 Director Orientation and Continuing Education. Refer to [Orientation and Continuing Education](#) .

4.6 Self-Evaluation. Refer to [Board, Chief Executive Officer, & Employee Performance Evaluation](#).

4.7 Compensation. Refer to [Board Compensation and Reimbursement Policy](#).

5.0 Committee Principles. Notwithstanding the basic obligations of the Directors as set forth in this Policy, it is an appropriate exercise of the Board's fiduciary duty to delegate responsibility for certain matters to committees designated by the Board of Directors for such purposes.

5.1 The Bylaws define and establish the Standing Committees, including composition, appointment term, and purpose, as well as the procedure for establishing Special Committees, formed to perform a specific or limited function.

5.2 A committee is a Board committee only if its existence and charge come from the Board, regardless of whether Directors sit on the committee. The only Board

committees are those which are set forth in the bylaws of the District or as appointed by the President of the Board.

- 5.3 Board committees are to assist the Board of Directors in the performance of its duties, not to help the staff perform its duties. Committees ordinarily will assist the Board by preparing policy alternatives and implications for Board deliberation. Board committees are not to be created by the Board to advise staff.
- 5.4 Board committees may not speak or act for the Board except when formally given such authority for specific and time-limited purposes. Expectations and authority will be carefully stated in order not to conflict with authority delegated to the CEO.
- 5.5 Board committees cannot exercise authority over staff. Because the CEO works for the full Board, he or she will not be required to obtain approval of a Board committee before taking an executive action. In keeping with the Board's broader focus, Board committees will not normally have direct dealings with current staff operations although Board committees may include staff members.

6.0 Board Operations.

- 6.1 Refer to [Guidelines for the Conduct of Business by the TFHD Board of Directors](#).
- 6.2 **Agenda for Board Meetings.** It shall be the responsibility of the Chairman of the Board of Directors to set forth and distribute (and, to the extent practical, in advance) the agenda established for each meeting of the Board of Directors. The agenda shall set forth with sufficient clarity the topics and issues to be addressed at the meeting, those non-board members who will be in attendance, and specific action which may be requested to be taken by the Board of Directors.
- 6.3 **Board Materials.** It shall be the responsibility of senior executive management of the District to assure distribution of all materials, information, and data relevant for consideration by the Board of Directors at its next meeting, with sufficient advance notice and with a degree of clarity as to enable each Director to be informed with respect to all items scheduled to come before the Board. In the event that a meeting of the Board of Directors is called in exigent circumstances (e.g., a special meeting), such as to preclude advance distribution, the President of the Board of Directors shall allot such time as necessary during the course of the meeting to the review and discuss all materials, information, and data.
- 6.4 **Disclose Matters.** Members of the Board of Directors shall recognize and fulfill an obligation to disclose to the Board of Directors information and analysis of which they become aware which relates to the decision-making and oversight functions of the Board. Similarly, members of the senior executive management of the District shall also recognize and fulfill an obligation to disclose, to a supervising officer, the general counsel or to the Board of Directors or Committee thereof, information and analysis relevant to the decision making and oversight functions of the Board.
- 6.5 **Media.** Board Members will maintain positive media and public relations through professional responses with all contacts, the following procedure will be followed in Board Member communications with the public and media:
 - 6.5.1 When a member of the Board of Directors is addressing any audience, either through community involvement or media contact, it is essential

that the Board Member clarify whether they are speaking as an individual or a spokesperson for the entire Board of Directors.

- 6.5.2** Any media/community interaction addressed to the Board of Directors as a whole should be directed to the President of the Board of Directors or Chief Executive Officer and Director of Marketing/Media Relations.
- 6.5.3** If a member of the media approaches an individual member of the Board of Directors they are free to interact with the media, but the media contact also should be referred to the President of the Board of Directors or Chief Executive Officer and Director of Marketing/Media Relations. The Chief Executive Officer or their designee can address the media in reference to standing policies of the Board of Directors.
- 6.5.4** As a courtesy, the Chief Executive Officer or their designee in the Chief Executive Officer's absence, should be informed by Board Members of contact from, or discussion with, the media or members of the community on District issues.
- 6.5.5** All proactive media contact should be reviewed with the Chief Executive Officer and Director of Marketing/Media Relations prior to contact with the media.

7.0 Board Powers and Authority The powers and authority of the Board are as defined in the Bylaws and the Local Health Care District Law (CA Health and Safety Code Sections 32121-32137)

8.0 Delegation To The Chief Executive Officer:

- 8.1** The Board delegates professional and administrative responsibility to the Chief Executive Officer for overall management of the organization, its licensed facilities, and its personnel. The Board will instruct the Chief Executive Officer through written policies which prescribe the organizational goals to be achieved, and describe organizational situations and actions to be avoided, allowing the Chief Executive Officer to use any reasonable interpretation of these policies.
 - 8.1.1** The Board will develop policies instructing the Chief Executive Officer to achieve certain results. These policies will be developed systematically from the broadest, most general level, to more defined levels.
 - 8.1.2** As long as the Chief Executive Officer uses a reasonable interpretation of the Board's policies, the Chief Executive Officer is authorized to establish organizational policies, make decisions, take actions, establish practices and develop activities.
 - 8.1.3** The Chief Executive Officer shall be administrator responsible to fulfill State licensing and certification disclosure and reporting obligations for changes in dissolution and ownership, management, and medical staff leadership. (See Appendix A)
 - 8.1.4** The Board may review and change the boundary between Board and Chief Executive Officer domains; and by doing so the Board changes the latitude of choice given to the Chief Executive Officer. But, as long as a particular delegation is in place, the Board will respect and support the Chief Executive Officer's choices.

- 8.2** To ensure that the Board’s vision and goals are being carried out, and to identify discrepancies between policy and implementation, the Board will be provided all appropriate information by staff to assure adequate implementation of Board policies and strategic plans. Such information can be utilized to promote the distinction between Board and staff roles. Simply, the Board expects full information, from which it develops policies, and based upon which staff will carry out the goals and policies of the Board.
- 9.0 Indemnification.** To the fullest extent permissible under California law, the District shall indemnify and provide a defense to its current and former Board members with respect to any civil action or proceeding brought against him or her on account of an act or omission in the scope of employment or other duties with the District, provided that the District need not provide a defense when it determines that the member acted or failed to act because of actual fraud or corruption.
- 10.0 Confidentiality.** District information includes, but is not limited to, protected health information, proprietary, trade secret, personal, privileged, or otherwise sensitive data and information (collectively “Confidential Information”).
- 10.1** Board Members shall be given access to Confidential Information for District purposes only and may not use or disclose Confidential Information for any purpose other than to conduct the business of the District in a manner consistent with its mission and corporate compliance plan.
- 10.2** Board Members shall be responsible for maintaining privacy of health information as specified in the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any subsequent statutes, regulations, and amendments thereto.
- 10.3** Board Members shall not disclose, share, copy, or transmit Confidential Information to those not authorized to receive it.
- 10.4** At all times, Board Members shall protect the integrity, security, and confidentiality of Confidential Information which they may have access to or come into contact with which could be used in any reasonable way to negatively impact the District, its reputation, strategic position, or operations.
- 10.5** Information shall not be considered Confidential Information if it:
- 10.5.1** is publicly known other than through acts or omissions attributable to the disclosing party;
 - 10.5.2** as demonstrated by prior written records, is already known to the disclosing party at the time of the disclosure;
 - 10.5.3** is disclosed in good faith to a recipient party by a third party having a lawful right to do so;
 - 10.5.4** is subject of written consent to the District authorizing disclosure; or
 - 10.5.5** was independently developed by the disclosing party without reference to the District’s Confidential Information.
- 10.6** Any action by a Board Member in violation of this policy may subject such individual to criminal and civil liability
- 10.7** Board Members should be referred to Legal Counsel of the District for any questions they may have with respect to the application of this Policy in general

or whether a particular item is Confidential Information.

- 10.8** Each Board Member shall sign a Pledge of Confidentiality (Appendix B) as acknowledgement and confirmation of the obligations contained herein.

Related Policies/Forms: [Guidelines For the Conduct of Business By the TFHD Board of Directors ABD-12](#); [Board, Chief Executive Officer, & Employee Performance Evaluation ABD-01](#); [Board Compensation and Reimbursement ABD-03](#); [Orientation and Continuing Education ABD-19](#)

References: Governance Institute;

[42 CFR 485.627 - Condition of Participation: Organizational Structure](#)

Local Health Care District Law (CA Health and Safety Code §§32121-32137); Ralph M. Brown Act (CA Govt Code §§54950 et seq); Resignations and Vacancies (CA Govt Code §§1750-1782); Removal From Office (CA Government §§3000-3075); Uniform District Election Law (CA Elections Code §§10500-10556); Recall of Local Officers (CA Elections Code §§11200-11227); Liability of Public Employees (CA Govt Code §§820-825.6)

[Cal. Code. Regs. Title 22 Division 5 §70125](#); [§70127](#); [NRS 449.001 Nevada Administrative Code \(NAC\) Chapter 449.0114](#)

Policy Owner: Michelle Cook, Clerk of the Board

Approved by: Robert Schapper, Chief Executive Officer

APPENDIX A

	Type of Change	CALIFORNIA: Required Notifications/Disclosures submitted to the California Department of Public Health (CDPH) Licensing and Certification local office	NEVADA: Required Notifications/Disclosures submitted to the Nevada Division of Public Health Bureau of Health Care Quality and Compliance.
DEFINITIONS :		<p>“Governing body” means the person, persons, board of trustees, directors or other body in whom the final authority and responsibility is vested for conduct of the hospital. (22 CA ADC § 70035)</p> <p>“Principal officer” means the officer designated by an organization who has legal authority and responsibility to act for and in behalf of that organization. (22 CA ADC § 70057)</p> <p><i>Skilled Nursing Facility:</i> “Administrator” means a person licensed as a nursing home administrator by the California Board of Examiners of Nursing Home Administrators or a person who has a state civil service classification or a state career executive appointment to perform that function in a state facility (Cal. Admin. Code tit. 22, § 72007).</p> <p><i>Home Health Agency:</i> “Administrator” means a person who is appointed in writing by the governing body of the home health agency to organize and direct the services and functions of the home health agency (Cal. Admin. Code tit. 22, § 74613).</p> <p><i>Primary Care Clinic:</i> No “administrator” definition provided, but content of original application must contain name of the administrator and a description of the administrator's experience and background and, where the same person is the administrator of more than one licensed clinic, the name of, and the number of hours spent in, each licensed clinic per week, and such other necessary information as may be required by CDPH. (Cal. Admin. Code tit. 22, § 75022)</p>	<p>“Administrator” means the person responsible for the day-to-day management of a facility. (NAC 449.0022)</p> <p><i>Hospice:</i> “Governing body” means the person or group of persons responsible for carrying out and monitoring the administration of a program of hospice care or for the operation of a facility for hospice care. (NAC 449.0173)</p>

APPENDIX A

	Type of Change	CALIFORNIA: Required Notifications/Disclosures submitted to the California Department of Public Health (CDPH) Licensing and Certification local office	NEVADA: Required Notifications/Disclosures submitted to the Nevada Division of Public Health Bureau of Health Care Quality and Compliance.
GENERAL ACUTE CARE HOSPITAL (CAH)	Change in Ownership, Services, and Location	<p>Notify CDPH in writing 30 days prior to change of ownership any time a <i>dissolution or transfer of ownership</i> occurs. (Cal Code of Reg §70125) Notify CDPH in writing any time a change of stockholder owning ten percent or more of the non-public corporate stock occurs. Such notice shall include the name and principal mailing address of the new stockholder. The notice must include the name and principal mailing address of a new owner. (Cal Code of Reg §70127)</p> <p>Notify CDPH in writing within ten (10) days prior to any change of the mailing address. (Cal Code of Reg §70127)</p>	<p>Notify the Health Division immediately of any change in the ownership of, the location of, or the services provided at, the facility. (NAC 449.0114(5))</p>
	Change in Administrative Leadership	<p>Notify CDPH in writing within ten (10) days of any change in the <i>principal officer</i>. Include the name and principal business address. (Cal Code of Reg §70127)</p>	<p>Notify the Bureau in writing within ten (10) days a change of administrator occurs. (NAC 449.0114(4)) (The notification must provide evidence that the new administrator is currently licensed pursuant to chapter 654 of NRS and the related regulations. For failure to notify the Health Division and submit an application for a new license within 10 days after the change, must pay to the Health Division a fee in an amount equal to 150 percent of the fee required for a new application.)</p>
SKILLED NURSING FACILITY	Change in Administrative Leadership	<p><i>Report of Changes:</i></p> <p>(a) Notify CDPH in writing of any changes in the information provided pursuant to Sections 1265 and 1267.5, Health and Safety Code, within 10 days of such changes. This notification shall include information and documentation regarding such changes.</p> <p>(b) When a change of <i>administrator</i> occurs, notify CDPH in writing within 10 days. Include the name and license number of the new administrator.</p>	N/A

APPENDIX A

	Type of Change	CALIFORNIA: Required Notifications/Disclosures submitted to the California Department of Public Health (CDPH) Licensing and Certification local office	NEVADA: Required Notifications/Disclosures submitted to the Nevada Division of Public Health Bureau of Health Care Quality and Compliance.
		<p>(c) Notify CDPH within 10 days in writing of any change of the <i>mailing address</i>. Include the new mailing.</p> <p>(d) Notify CDPH in writing within ten (10) days when a <i>change in the principal officer</i> of a corporate licensee (chairman, president or general manager) occurs. Include the name and business address of such officer.</p> <p>(e) Notify CDPH in writing of any <i>decrease in licensed bed capacity</i> of the facility (result: in the issuance of a corrected license).</p> <p>(22 CA Cal Code of Reg § 72211)</p>	
HOME HEALTH	Change in Ownership and/or Administrative Leadership: Disclosure and Report of Changes	<p><i>Disclosure:</i></p> <p>Disclose the following information to CDPH at the time of the home health agency's initial request for licensure, <i>at the time of each survey, and at the time of any change in ownership or management:</i></p> <p>(a) The name and address of each person with an ownership or control interest of five percent or greater in the home health agency.</p> <p>(b) The name and address of each person who is an officer, a director, an agent, or a managing employee of the home health agency.</p> <p>(c) The name and address of the person, corporation, association, or other company that is responsible for the management of the home health agency, and the name and address of the chief executive officer and the chairman of the board of directors of the corporation, association or other company responsible for the management of the home health agency.</p> <p>(d) If any person described in (a), (b), or (c) has served</p>	Same as for Hospital

APPENDIX A

	Type of Change	CALIFORNIA: Required Notifications/Disclosures submitted to the California Department of Public Health (CDPH) Licensing and Certification local office	NEVADA: Required Notifications/Disclosures submitted to the Nevada Division of Public Health Bureau of Health Care Quality and Compliance.
		<p>as or currently serves as an administrator, general partner, trustee or trust applicant, sole proprietor or any applicant or licensee who is a sole proprietorship, executor, or corporate officer or director of, or has held a beneficial ownership interest of 5 percent or more in any other home health agency, health facility, clinic, hospice, Pediatric Day Health and Respite Care Facility, Adult Day Health Care Center, or any facility licensed by the Department of Social Services, the applicant shall disclose the relationship to the Department, including the name and current or last address of the facility and the date such relationship commenced and, if applicable, the date it was terminated. (22 CA Cal Code of Reg § 74665)</p> <p><i>Report of Changes:</i></p> <p>(a) Changes Requiring New Application. An application shall be submitted to the Department within 10 working days whenever a <i>change of ownership</i> occurs. A change of ownership shall be deemed to have occurred where, among other things, when compared with the information contained in the last approved license application of the licensee, there has occurred a transfer of 50 percent or more of the issued stock of a corporate licensee, a transfer of 50 percent or more of the assets of the licensee, a change in partners or partnership interests of 50 percent or greater in terms of capital or share of profits, or a relinquishment by the licensee of the management of the agency.</p> <p>(b) Changes Requiring Written Notice. The licensee shall, within 10 days, notify the Department in writing of the following:</p>	

APPENDIX A

	Type of Change	CALIFORNIA: Required Notifications/Disclosures submitted to the California Department of Public Health (CDPH) Licensing and Certification local office	NEVADA: Required Notifications/Disclosures submitted to the Nevada Division of Public Health Bureau of Health Care Quality and Compliance.
		<p>(1) Change of name of home health agency.</p> <p>(2) Change of location and/or address of home health agency.</p> <p>(3) Change in the licensing information required by subsection (a) of Section 74661.</p> <p>(4) Change of the mailing address of the licensee.</p> <p>(5) Change in the principal officer (chairman, president, general manager) of the governing board. Such written notice shall include the name and principal business address of each new principal officer.</p> <p>(6) Change of the administrator including the name and mailing address of the administrator, the date the administrator assumed office and a brief description of qualifications and background of the administrator.</p> <p>(7) Change of Director of Patient Care Services including the name and mailing address of the Director of Patient Care Services, the date the Director of Patient Care Services assumed office and a brief description of qualifications and background of the Director of Patient Care Services.</p> <p>(8) Addition or deletion of services.</p> <p>(22 CA Cal Code of Reg § 74667)</p>	
HOSPICE	Change in Ownership/ Administrative Leadership: Disclose/Changes	Same as for Home Health	Immediately advise/notify the Health Division of any change in the ownership of the program and the address of the principal office of the program. NAC 449.0183
PRIMARY	Change in	<i>Report of Changes:</i>	Same as for Hospital

APPENDIX A

	Type of Change	CALIFORNIA: Required Notifications/Disclosures submitted to the California Department of Public Health (CDPH) Licensing and Certification local office	NEVADA: Required Notifications/Disclosures submitted to the Nevada Division of Public Health Bureau of Health Care Quality and Compliance.
CARE CLINICS	Administrative Leadership	<p>(a) Any <i>change in the principal officer</i> such as chairperson, president, or general manager of the governing board shall be reported to CDPH in writing immediately, but in no case later than 10 days following such change. The notice shall include the name and principal business address of each new principal officer.</p> <p>(b) When a <i>change of administrator</i> occurs, notify CDPH in writing immediately, but in no case later than five (5) days following such change. The notification shall include the name of the new administrator, the mailing address, the date of assuming office and a brief description of his or her background and qualifications.</p> <p>(Cal. Admin. Code tit. 22, § 75025)</p>	
MEDICAL STAFF	Change in Med Staff Leadership	N/A	N/A

APPENDIX B

**Tahoe Forest Hospital District Board of Directors
Pledge of Confidentiality**

In my role as a Member of the Board of Directors of Tahoe Forest Hospital District, I acknowledge that I am given access to Confidential Information.

“Confidential Information” means any non-public information related to the operations of the District, which is identified as confidential, or that by the nature of the information or the circumstances surrounding the disclosure of information, ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, Confidential Information will be deemed to include, without limitation, information about the District’s business, healthcare operations, protected health information, services, employees, finances, costs, expenses, financial or competitive condition, trade secrets, policies practices, and other privileged, or otherwise sensitive data and information.

I agree to treat all such confidential and proprietary information as strictly confidential, and shall use the utmost care to prevent disclosure of such.

I acknowledge that I am given access to this Confidential Information for District purposes only and may not use or disclose Confidential Information for any purpose other than to conduct the business of the District in a manner consistent with its mission and corporate compliance plan.

I agree to protect the integrity, security, and confidentiality of Confidential Information which I have, or may have access to or come into contact with, and I shall not disclose, share, copy, or transmit Confidential Information to those not authorized to receive it.

I recognize that I may obtain access to patient protected health information provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual or the individual’s health record. I acknowledge and understand that Tahoe Forest Hospital District has established written policies and procedures containing provisions for the security of personal health information and that I am bound by these policies and procedures. I acknowledge that I have reviewed the Tahoe Forest Hospital District privacy requirements

I acknowledge that I am responsible for maintaining privacy of health information as specified in the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any subsequent statutes, regulations, and amendments thereto.

I have been informed that I may direct any questions I have about my obligations under this Pledge of Confidentiality to the to Legal Counsel of the District with respect to the application of this Policy in general or whether a particular item is Confidential Information.

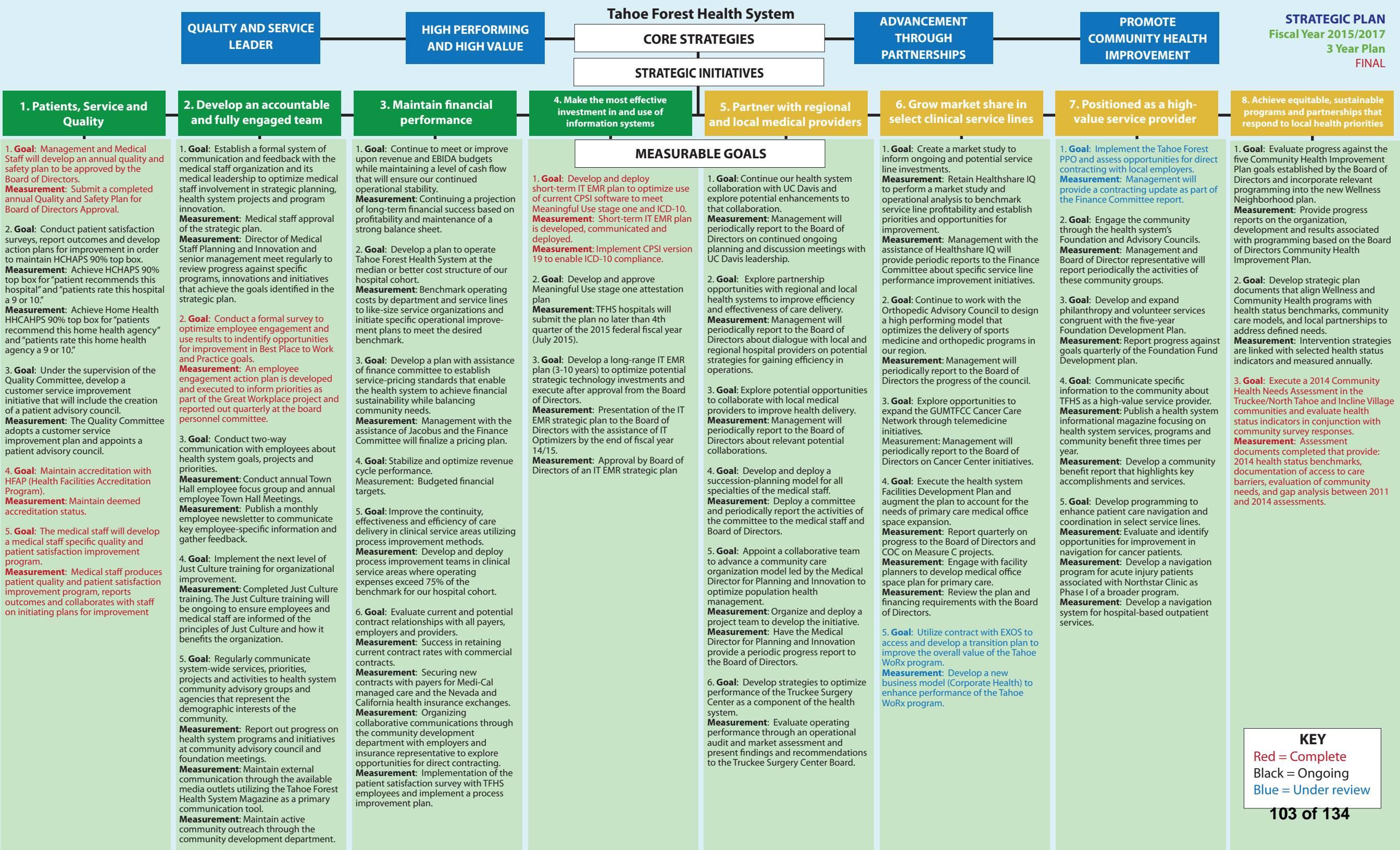
Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to maintain and protect Confidential Information and to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my term or affiliation with the District has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms, conditions, and obligations of this Confidentiality Agreement.

Printed Name Board of Director

Signature

Date



QUALITY AND SERVICE LEADER

HIGH PERFORMING AND HIGH VALUE

Tahoe Forest Health System
CORE STRATEGIES
STRATEGIC INITIATIVES

ADVANCEMENT THROUGH PARTNERSHIPS

PROMOTE COMMUNITY HEALTH IMPROVEMENT

1. Patients, Service and Quality

1. Goal: Management and Medical Staff will develop an annual quality and safety plan to be approved by the Board of Directors.
Measurement: Submit a completed annual Quality and Safety Plan for Board of Directors Approval.

2. Goal: Conduct patient satisfaction surveys, report outcomes and develop action plans for improvement in order to maintain HCHAPS 90% top box.
Measurement: Achieve HCHAPS 90% top box for "patient recommends this hospital" and "patients rate this hospital a 9 or 10."
Measurement: Achieve Home Health HHCAHPS 90% top box for "patients recommend this home health agency" and "patients rate this home health agency a 9 or 10."

3. Goal: Under the supervision of the Quality Committee, develop a customer service improvement initiative that will include the creation of a patient advisory council.
Measurement: The Quality Committee adopts a customer service improvement plan and appoints a patient advisory council.

4. Goal: Maintain accreditation with HFAP (Health Facilities Accreditation Program).
Measurement: Maintain deemed accreditation status.

5. Goal: The medical staff will develop a medical staff specific quality and patient satisfaction improvement program.
Measurement: Medical staff produces patient quality and patient satisfaction improvement program, reports outcomes and collaborates with staff on initiating plans for improvement

2. Develop an accountable and fully engaged team

1. Goal: Establish a formal system of communication and feedback with the medical staff organization and its medical leadership to optimize medical staff involvement in strategic planning, health system projects and program innovation.
Measurement: Medical staff approval of the strategic plan.
Measurement: Director of Medical Staff Planning and Innovation and senior management meet regularly to review progress against specific programs, innovations and initiatives that achieve the goals identified in the strategic plan.

2. Goal: Conduct a formal survey to optimize employee engagement and use results to identify opportunities for improvement in Best Place to Work and Practice goals.
Measurement: An employee engagement action plan is developed and executed to inform priorities as part of the Great Workplace project and reported out quarterly at the board personnel committee.

3. Goal: Conduct two-way communication with employees about health system goals, projects and priorities.
Measurement: Conduct annual Town Hall employee focus group and annual employee Town Hall Meetings.
Measurement: Publish a monthly employee newsletter to communicate key employee-specific information and gather feedback.

4. Goal: Implement the next level of Just Culture training for organizational improvement.
Measurement: Completed Just Culture training. The Just Culture training will be ongoing to ensure employees and medical staff are informed of the principles of Just Culture and how it benefits the organization.

5. Goal: Regularly communicate system-wide services, priorities, projects and activities to health system community advisory groups and agencies that represent the demographic interests of the community.
Measurement: Report out progress on health system programs and initiatives at community advisory council and foundation meetings.
Measurement: Maintain external communication through the available media outlets utilizing the Tahoe Forest Health System Magazine as a primary communication tool.
Measurement: Maintain active community outreach through the community development department.

3. Maintain financial performance

1. Goal: Continue to meet or improve upon revenue and EBIDA budgets while maintaining a level of cash flow that will ensure our continued operational stability.
Measurement: Continuing a projection of long-term financial success based on profitability and maintenance of a strong balance sheet.

2. Goal: Develop a plan to operate Tahoe Forest Health System at the median or better cost structure of our hospital cohort.
Measurement: Benchmark operating costs by department and service lines to like-size service organizations and initiate specific operational improvement plans to meet the desired benchmark.

3. Goal: Develop a plan with assistance of finance committee to establish service-pricing standards that enable the health system to achieve financial sustainability while balancing community needs.
Measurement: Management with the assistance of Jacobus and the Finance Committee will finalize a pricing plan.

4. Goal: Stabilize and optimize revenue cycle performance.
Measurement: Budgeted financial targets.

5. Goal: Improve the continuity, effectiveness and efficiency of care delivery in clinical service areas utilizing process improvement methods.
Measurement: Develop and deploy process improvement teams in clinical service areas where operating expenses exceed 75% of the benchmark for our hospital cohort.

6. Goal: Evaluate current and potential contract relationships with all payers, employers and providers.
Measurement: Success in retaining current contract rates with commercial contracts.
Measurement: Securing new contracts with payers for Medi-Cal managed care and the Nevada and California health insurance exchanges.
Measurement: Organizing collaborative communications through the community development department with employers and insurance representative to explore opportunities for direct contracting.
Measurement: Implementation of the patient satisfaction survey with TFHS employees and implement a process improvement plan.

4. Make the most effective investment in and use of information systems

1. Goal: Develop and deploy short-term IT EMR plan to optimize use of current CPSI software to meet Meaningful Use stage one and ICD-10.
Measurement: Short-term IT EMR plan is developed, communicated and deployed.
Measurement: Implement CPSI version 19 to enable ICD-10 compliance.

2. Goal: Develop and approve Meaningful Use stage one attestation plan
Measurement: TFHS hospitals will submit the plan no later than 4th quarter of the 2015 federal fiscal year (July 2015).

3. Goal: Develop a long-range IT EMR plan (3-10 years) to optimize potential strategic technology investments and execute after approval from the Board of Directors.
Measurement: Presentation of the IT EMR strategic plan to the Board of Directors with the assistance of IT Optimizers by the end of fiscal year 14/15.
Measurement: Approval by Board of Directors of an IT EMR strategic plan

5. Partner with regional and local medical providers

1. Goal: Continue our health system collaboration with UC Davis and explore potential enhancements to that collaboration.
Measurement: Management will periodically report to the Board of Directors on continued ongoing planning and discussion meetings with UC Davis leadership.

2. Goal: Explore partnership opportunities with regional and local health systems to improve efficiency and effectiveness of care delivery.
Measurement: Management will periodically report to the Board of Directors about dialogue with local and regional hospital providers on potential strategies for gaining efficiency in operations.

3. Goal: Explore potential opportunities to collaborate with local medical providers to improve health delivery.
Measurement: Management will periodically report to the Board of Directors about relevant potential collaborations.

4. Goal: Develop and deploy a succession-planning model for all specialties of the medical staff.
Measurement: Deploy a committee and periodically report the activities of the committee to the medical staff and Board of Directors.

5. Goal: Appoint a collaborative team to advance a community care organization model led by the Medical Director for Planning and Innovation to optimize population health management.
Measurement: Organize and deploy a project team to develop the initiative.
Measurement: Have the Medical Director for Planning and Innovation provide a periodic progress report to the Board of Directors.

6. Goal: Develop strategies to optimize performance of the Truckee Surgery Center as a component of the health system.
Measurement: Evaluate operating performance through an operational audit and market assessment and present findings and recommendations to the Truckee Surgery Center Board.

MEASURABLE GOALS

6. Grow market share in select clinical service lines

1. Goal: Create a market study to inform ongoing and potential service line investments.
Measurement: Retain Healthshare IQ to perform a market study and operational analysis to benchmark service line profitability and establish priorities and opportunities for improvement.
Measurement: Management with the assistance of Healthshare IQ will provide periodic reports to the Finance Committee about specific service line performance improvement initiatives.

2. Goal: Continue to work with the Orthopedic Advisory Council to design a high performing model that optimizes the delivery of sports medicine and orthopedic programs in our region.
Measurement: Management will periodically report to the Board of Directors the progress of the council.

3. Goal: Explore opportunities to expand the GUMTFCC Cancer Care Network through telemedicine initiatives.
Measurement: Management will periodically report to the Board of Directors on Cancer Center initiatives.

4. Goal: Execute the health system Facilities Development Plan and augment the plan to account for the needs of primary care medical office space expansion.
Measurement: Report quarterly on progress to the Board of Directors and COC on Measure C projects.
Measurement: Engage with facility planners to develop medical office space plan for primary care.
Measurement: Review the plan and financing requirements with the Board of Directors.

5. Goal: Utilize contract with EXOS to access and develop a transition plan to improve the overall value of the Tahoe WoRx program.
Measurement: Develop a new business model (Corporate Health) to enhance performance of the Tahoe WoRx program.

7. Positioned as a high-value service provider

1. Goal: Implement the Tahoe Forest PPO and assess opportunities for direct contracting with local employers.
Measurement: Management will provide a contracting update as part of the Finance Committee report.

2. Goal: Engage the community through the health system's Foundation and Advisory Councils.
Measurement: Management and Board of Director representative will report periodically the activities of these community groups.

3. Goal: Develop and expand philanthropy and volunteer services congruent with the five-year Foundation Development Plan.
Measurement: Report progress against goals quarterly of the Foundation Fund Development plan.

4. Goal: Communicate specific information to the community about TFHS as a high-value service provider.
Measurement: Publish a health system informational magazine focusing on health system services, programs and community benefit three times per year.
Measurement: Develop a community benefit report that highlights key accomplishments and services.

5. Goal: Develop programming to enhance patient care navigation and coordination in select service lines.
Measurement: Evaluate and identify opportunities for improvement in navigation for cancer patients.
Measurement: Develop a navigation program for acute injury patients associated with Northstar Clinic as Phase I of a broader program.
Measurement: Develop a navigation system for hospital-based outpatient services.

8. Achieve equitable, sustainable programs and partnerships that respond to local health priorities

1. Goal: Evaluate progress against the five Community Health Improvement Plan goals established by the Board of Directors and incorporate relevant programming into the new Wellness Neighborhood plan.
Measurement: Provide progress reports on the organization, development and results associated with programming based on the Board of Directors Community Health Improvement Plan.

2. Goal: Develop strategic plan documents that align Wellness and Community Health programs with health status benchmarks, community care models, and local partnerships to address defined needs.
Measurement: Intervention strategies are linked with selected health status indicators and measured annually.

3. Goal: Execute a 2014 Community Health Needs Assessment in the Truckee/North Tahoe and Incline Village communities and evaluate health status indicators in conjunction with community survey responses.
Measurement: Assessment documents completed that provide: 2014 health status benchmarks, documentation of access to care barriers, evaluation of community needs, and gap analysis between 2011 and 2014 assessments.

KEY
 Red = Complete
 Black = Ongoing
 Blue = Under review



SUMMARY RESULTS

Tahoe Forest Hospital District 2014 Governance Self-Assessment

Provided as a Member Service By



SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Self-Assessment Overview

In November-December 2014 the Tahoe Forest Hospital District Board of Directors assessed the board's overall leadership performance. The board also identified issues and priorities for the future.

Board members assessed the board's overall performance in ten leadership areas, including:

- Mission, values and vision;
- Strategic direction;
- Leadership structure and processes;
- Quality and patient safety;
- Community relationships;
- Relationship with the CEO;
- Relationships with the medical staff;
- Financial leadership;
- Community health; and
- Organizational ethics.

Board members rated 167 total criteria in these ten areas.

How the Self-Assessment Was Conducted

The governance self-assessment was conducted using an online survey. All five Tahoe Forest Hospital District board members completed the self-assessment.

Respondents rated a variety of statements in the ten areas above, using a scale ranging from "Level 5 (Strongly Agree)" to "Level 1 (Completely Disagree)." "Not Sure" and "Not Applicable" choices were also available for each statement.

Mean scores for each statement were calculated using a five point scale (Level 5 - Level 1). No points were assigned to "Not Sure" and "Not Applicable" ratings.

Finally, board members provided insights about their priorities for the board in the next year; defined the board's strengths and weaknesses; identified key issues that should occupy the board's time and attention in the next year; provided insights about the most significant trends the board must be able to understand and deal with in the next year; and identified critical factors that must be addressed for the organization to successfully achieve its goals.

Rating Methodology

The following rating scale was used to evaluate overall board performance:

- **Level 5:** I *strongly agree* with this statement. We always practice this as a part of our governance. Our performance in this area is *outstanding*.
- **Level 4:** I *generally agree* with this statement. We usually practice this as a part of our governance, but not always. We perform *well* in this area.
- **Level 3:** I *somewhat agree* with this statement. We often practice this in our governance, but we are not consistent. We perform *fairly well* in this area.
- **Level 2:** I *somewhat disagree* with this statement. We inconsistently practice this as a part of our governance. We *do not perform well* in this area.
- **Level 1:** I *disagree* with this statement. We never practice this as a part of our governance. We perform *very poorly* in this area.
- **N/S:** Not sure. I do not have enough information to make a determination about our performance in this area.
- **N/A:** Not applicable.

Reviewing This Report

Board member ratings of board self-assessment criteria are depicted throughout this report in graphs.

The criteria in each graph are displayed in order from highest to lowest mean score. The mean score for each individual rating criterion appears to the right of the graph.

To facilitate the identification of areas that may require governance and/or management attention, each graph includes the number of Level 5 - Level 1 responses to each statement in the color-coded bars. Responses are grouped and color coded, with "Level 5" appearing in dark green, "Level 4" in light green, "Level 3" in yellow, "Level 2" in orange, and "Level 1" in red. "Not Sure" responses appear in gray, and "Not Applicable" responses appear in white.

Longer lists of criteria have been separated into higher and lower rated sections for ease of display and analysis.

Board member responses to all open-ended questions appear throughout the report, where applicable, and on pages 28-29.

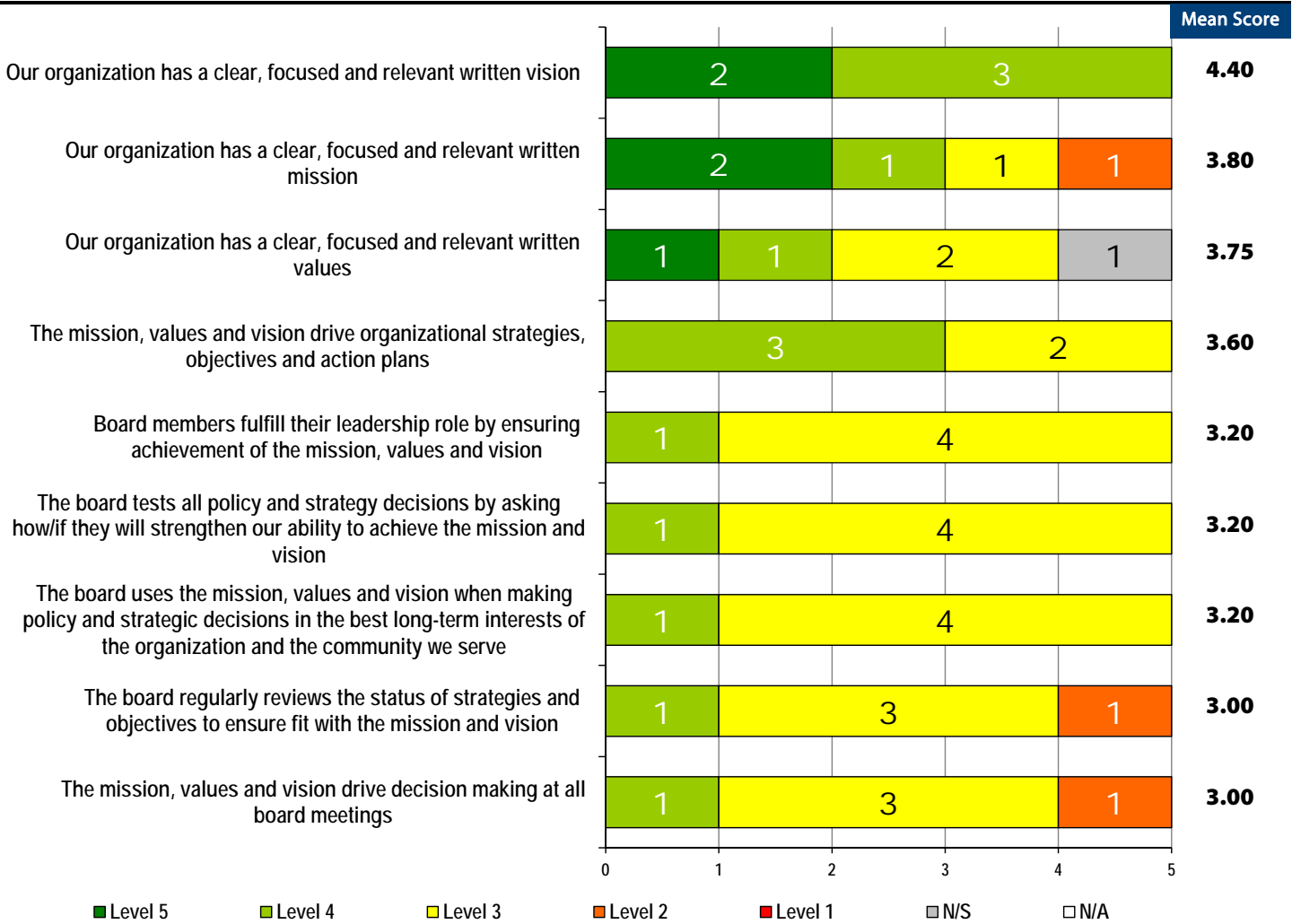
SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Mission, Values and Vision

Mission, Values and Vision

(sorted by highest to lowest mean score)



Suggestions for Governance Improvement

Board members provided the following suggestions for governance improvement in this section:

- The board needs to update the mission and vision.
- The organization has a clear mission and vision. Its values have been tested this past year by a board who seems to want to question and negate a decade of success and achievement. The board needs to reaffirm its commitment to the mission, vision and values or adopt a new set they can embrace.
- Actively consider our Mission, Values and Vision when reviewing strategic plans for TFHD.
- Revise the Mission Statement.

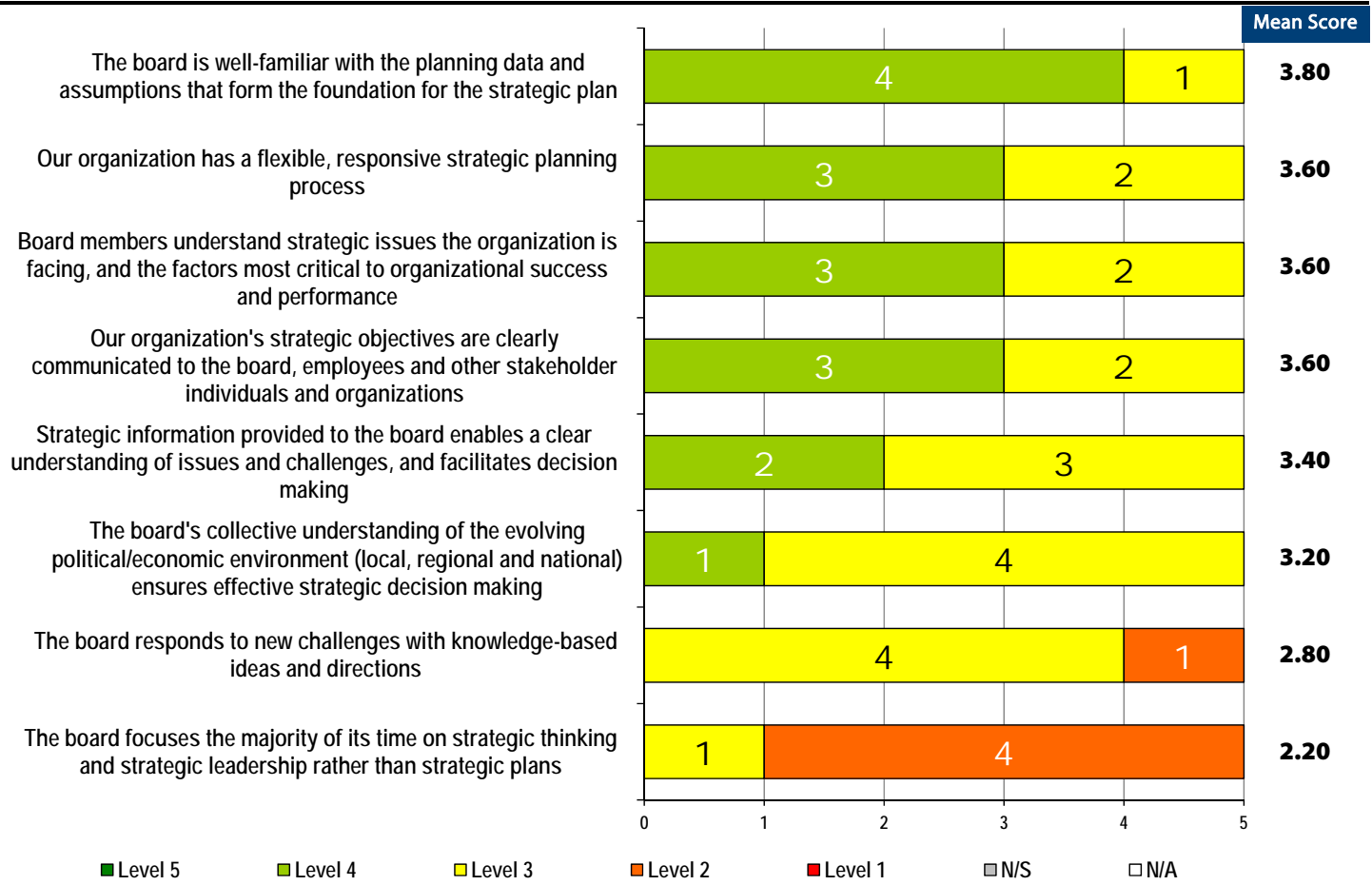
SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Strategic Direction

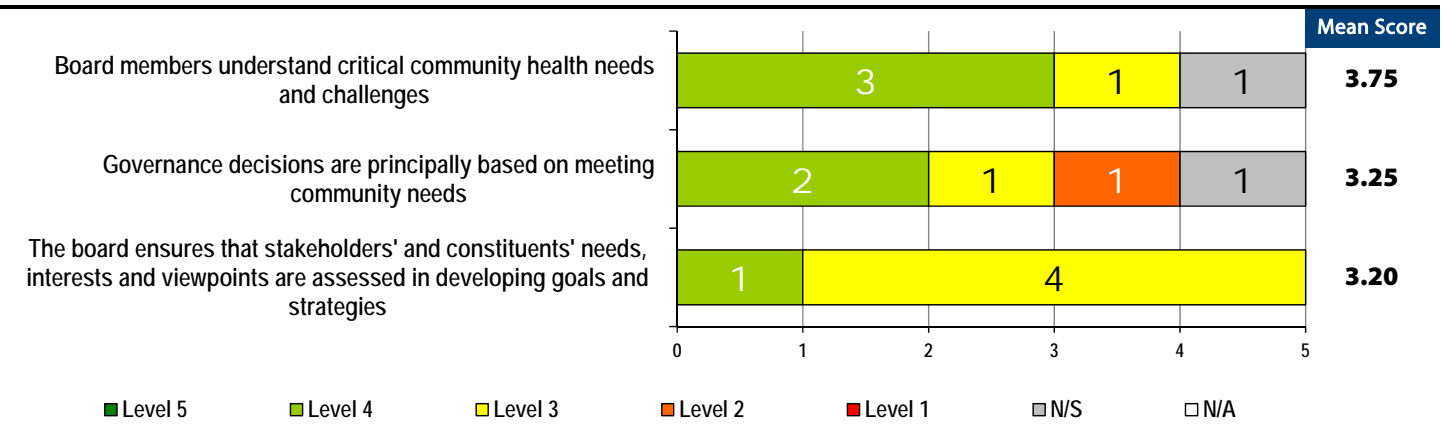
The Strategic Planning Process

(sorted by highest to lowest mean score)



Community and Stakeholder Perspectives

(sorted by highest to lowest mean score)

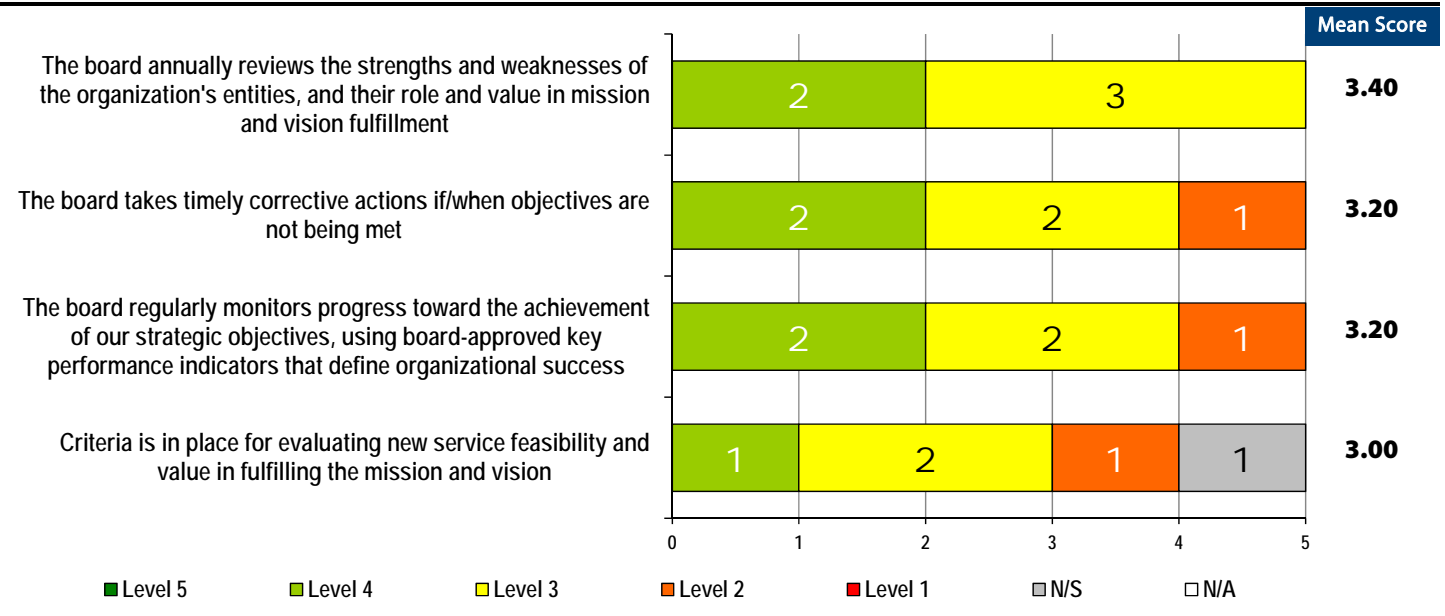


SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Monitoring Progress

(sorted by highest to lowest mean score)



Suggestions for Governance Improvement

Board members provided the following suggestions for governance improvement in this section:

- Improve how we communicate with and receive input from the community.
- There has been a tremendous amount of progress in adopting strategic alignment with the physicians, the board and the rest of the organization. This past year has been challenging insofar as the media has attempted to create a wedge between the community and the health system over issues that may be beyond the ability of the health system to be able to control (pricing).
- The board needs to develop "key performance indicators" that define success. Something that we have not been able to get support on from our CEO! We need more focus on Strategic Issues and less on housekeeping and compliance. (Compliance is important but let staff do the leg work.)

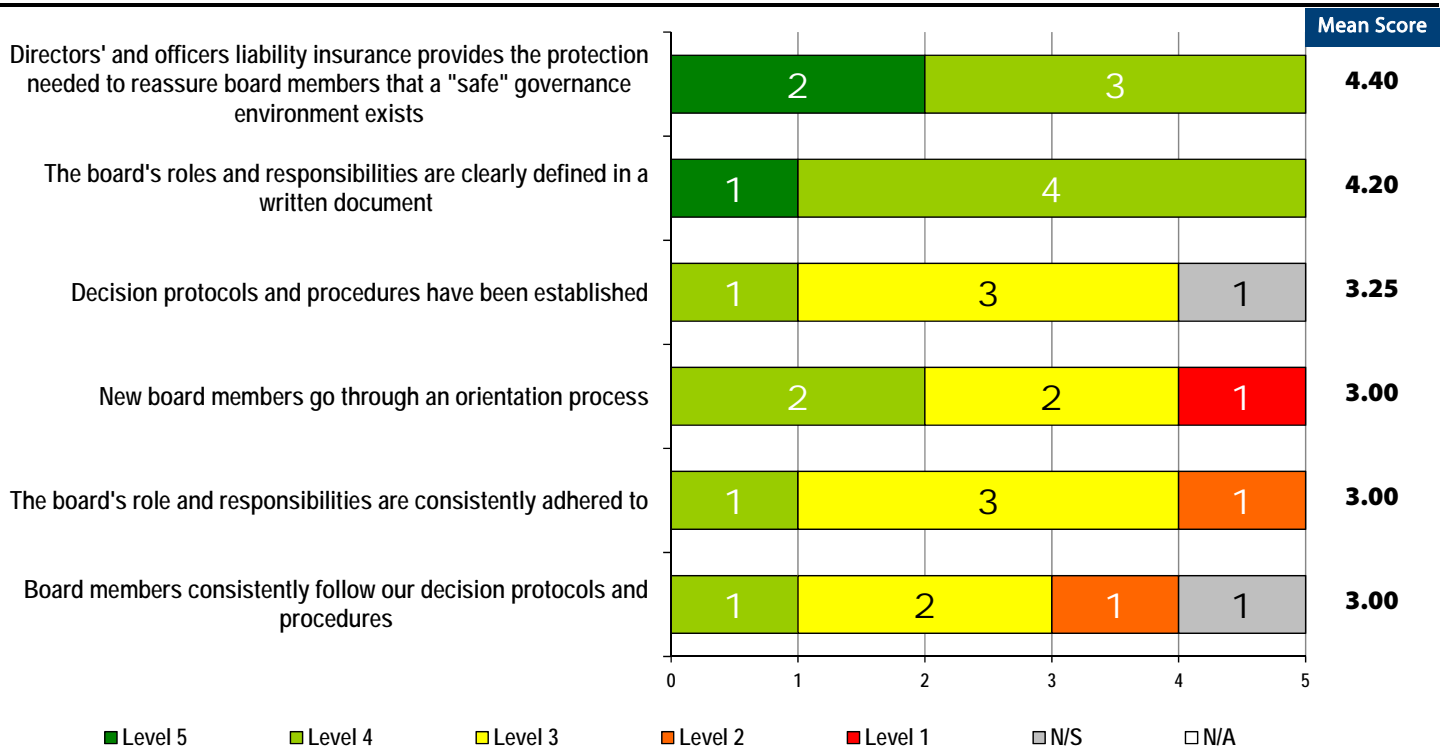
SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Leadership Structure and Processes

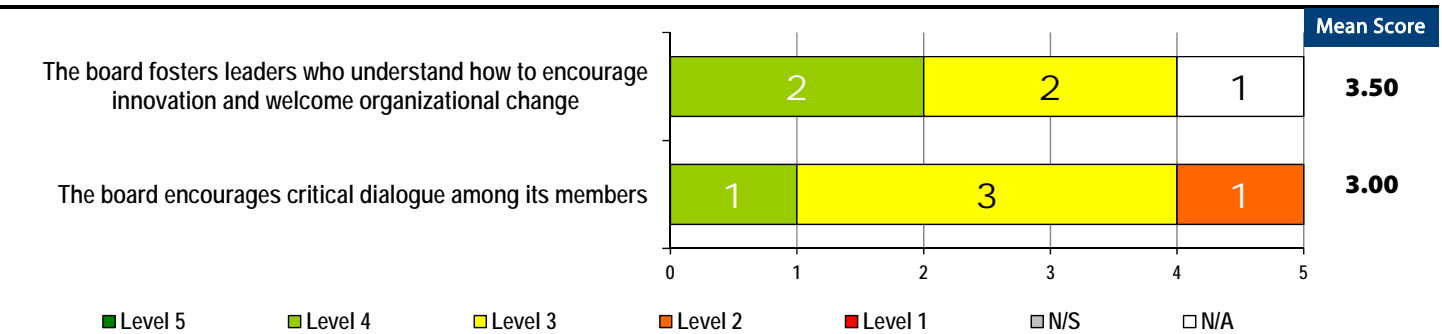
Board Roles and Responsibilities

(sorted by highest to lowest mean score)



Board Structure and Composition

(sorted by highest to lowest mean score)

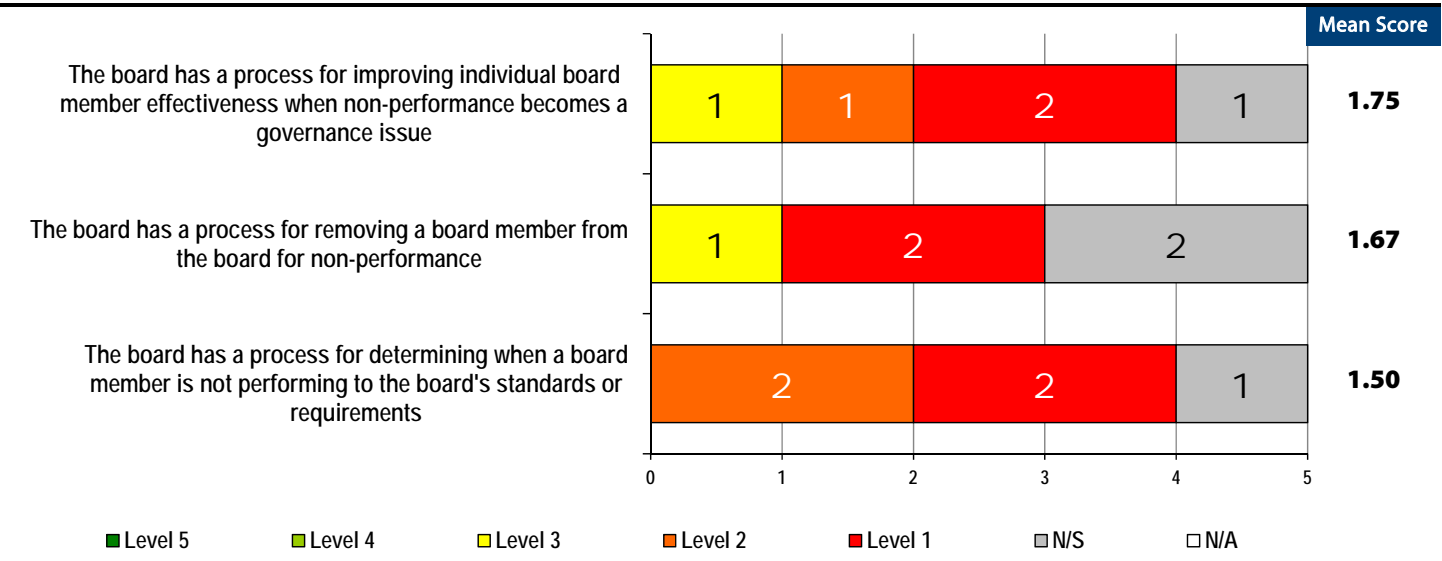


SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

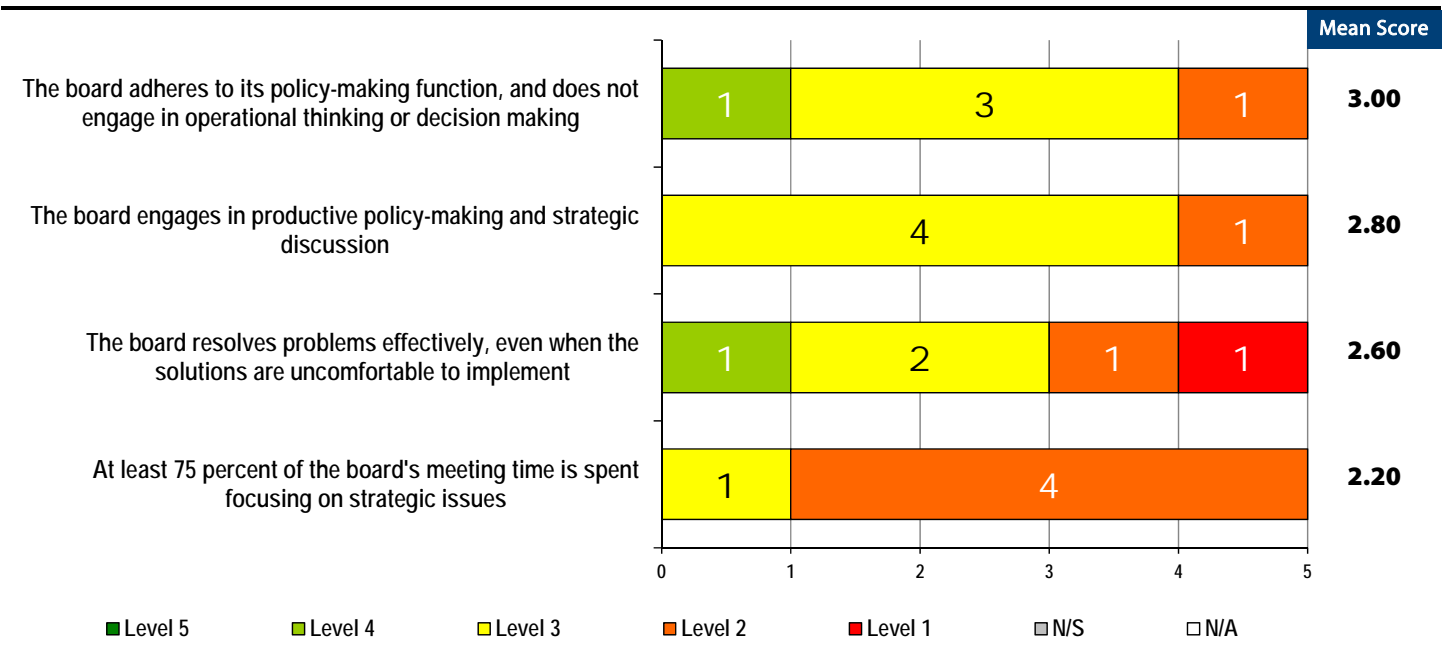
Board Member Performance

(sorted by highest to lowest mean score)



Strategic Focus

(sorted by highest to lowest mean score)

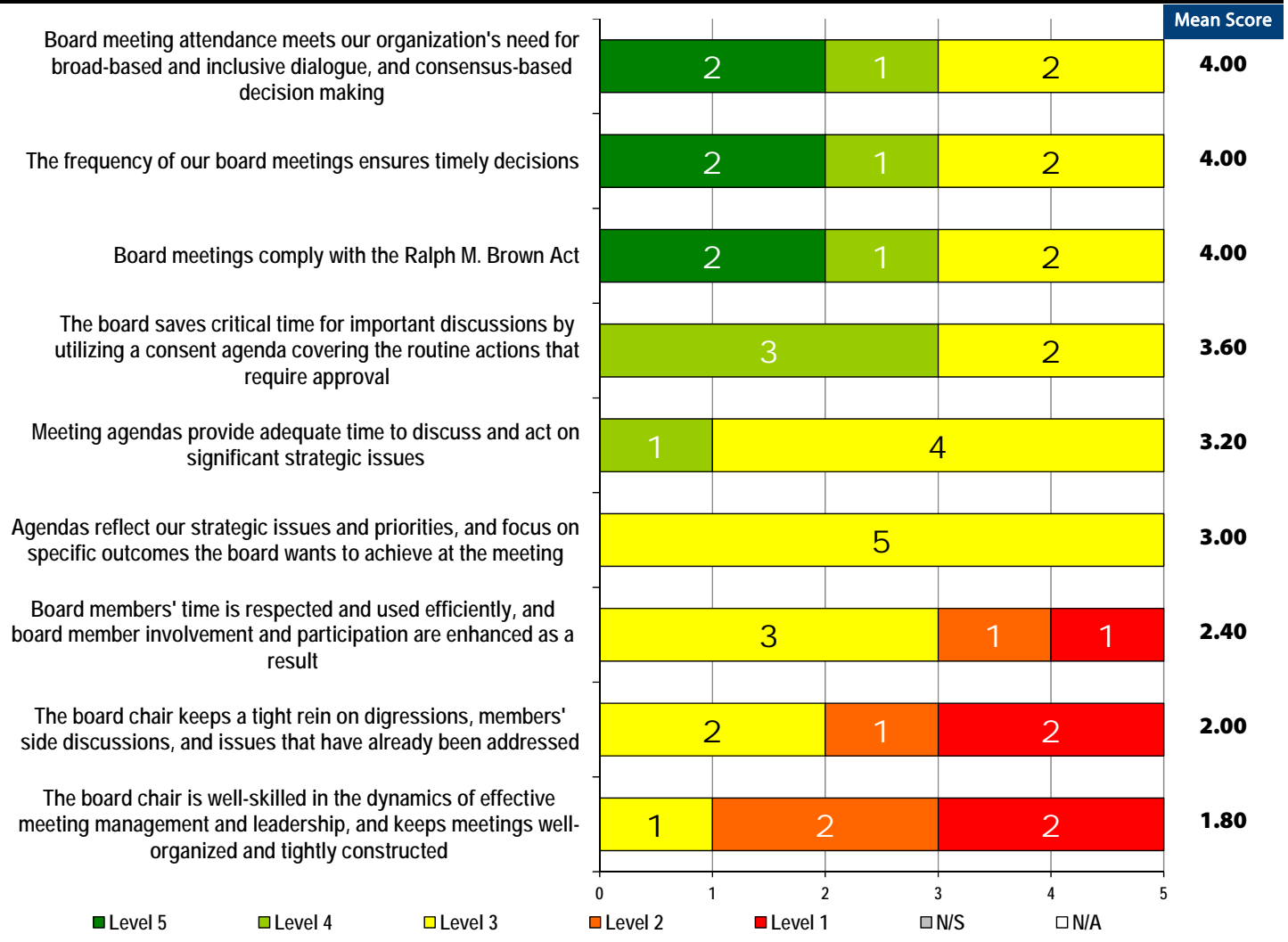


SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Board Meetings

(sorted by highest to lowest mean score)

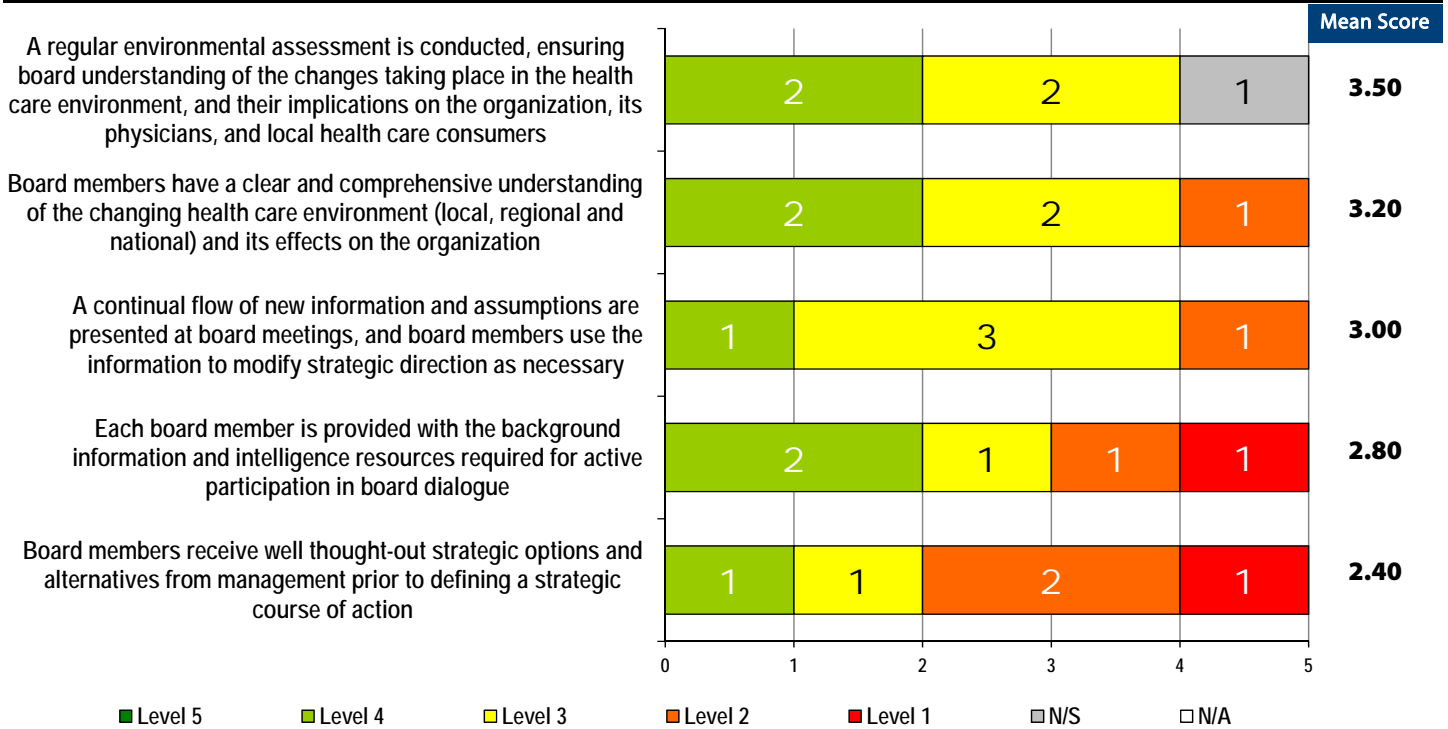


SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

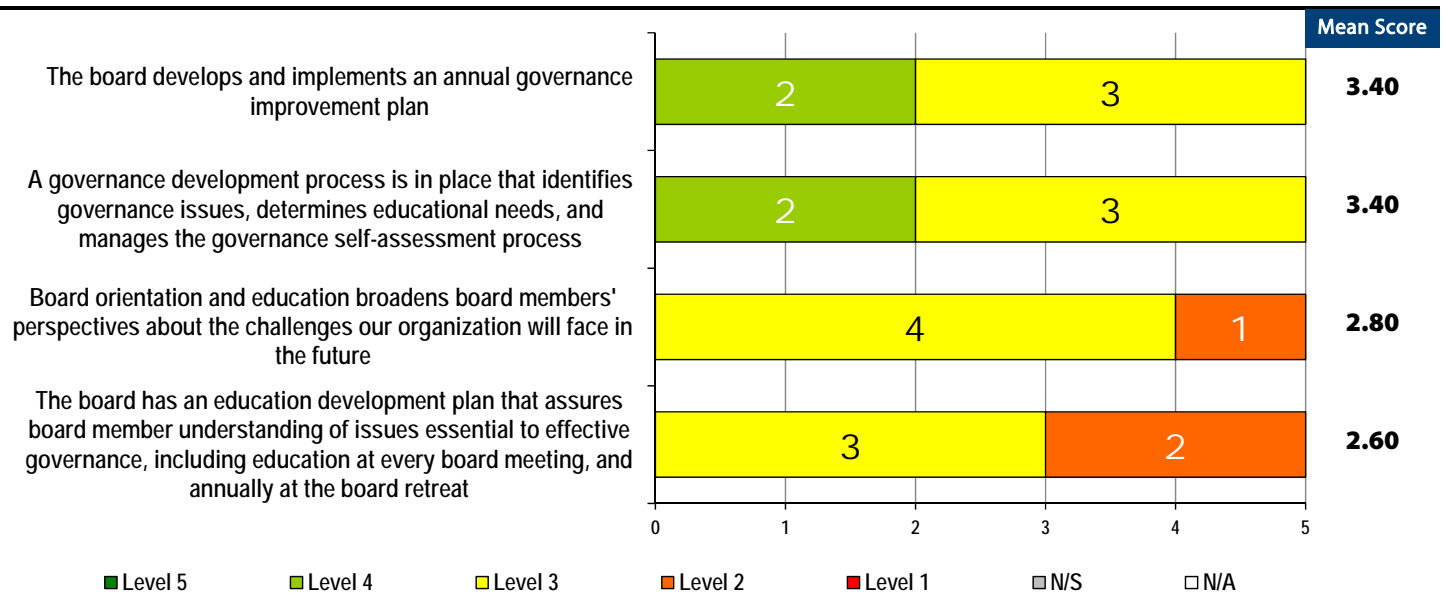
Board Member Knowledge

(sorted by highest to lowest mean score)



Governance Development

(sorted by highest to lowest mean score)

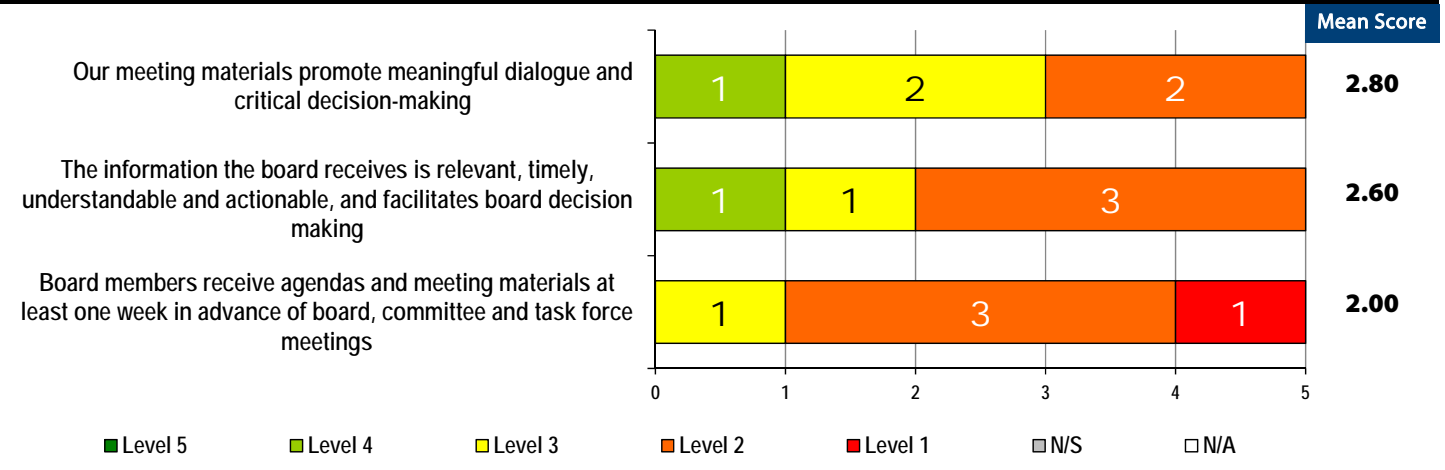


SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

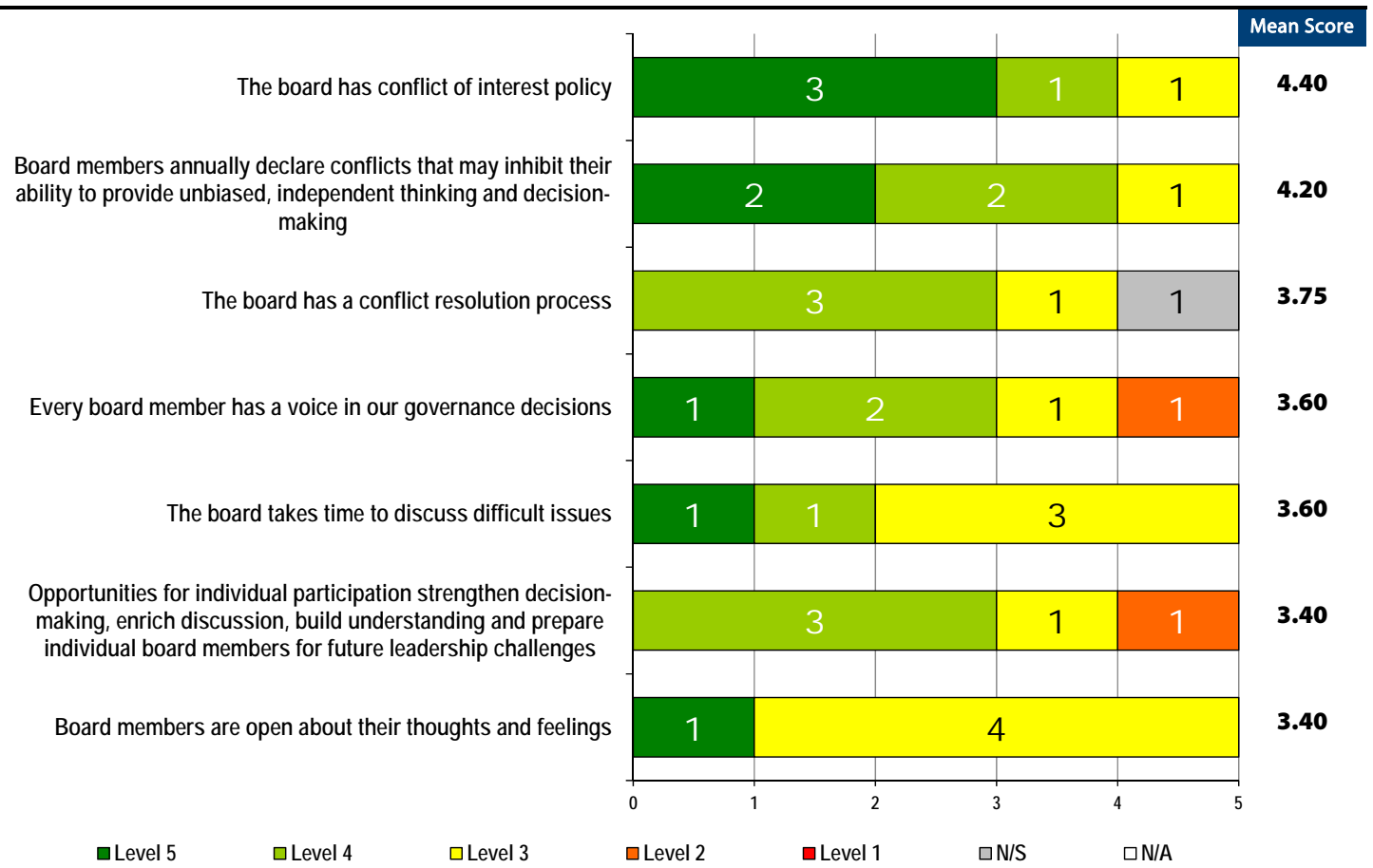
Meeting Materials

(sorted by highest to lowest mean score)



Board Relationships and Communication: Higher-Rated

(sorted by highest to lowest mean score)

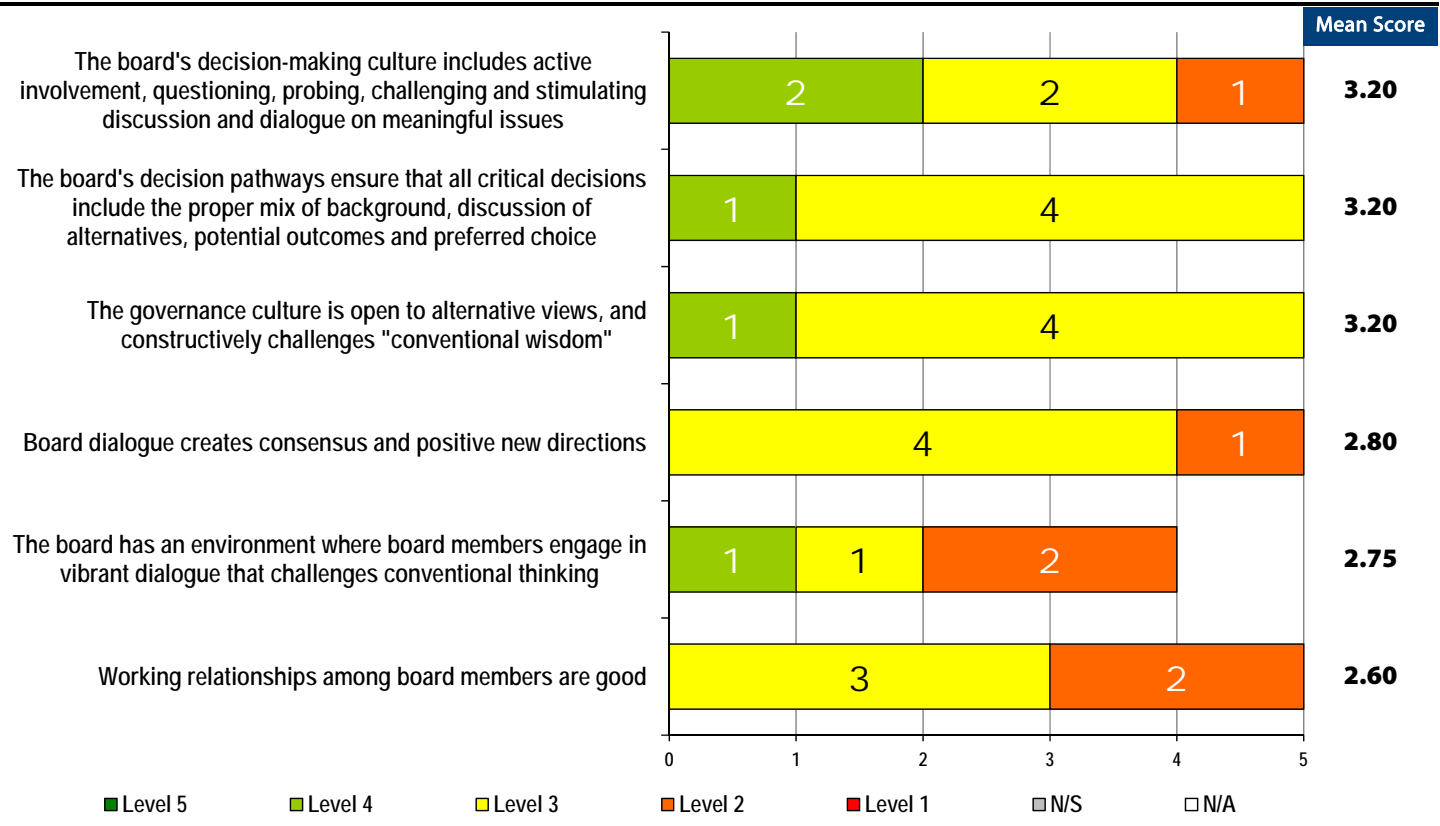


SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Board Relationships and Communication: Lower Rated

(sorted by highest to lowest mean score)



Suggestions for Governance Improvement

Board members provided the following suggestions for governance improvement in this section:

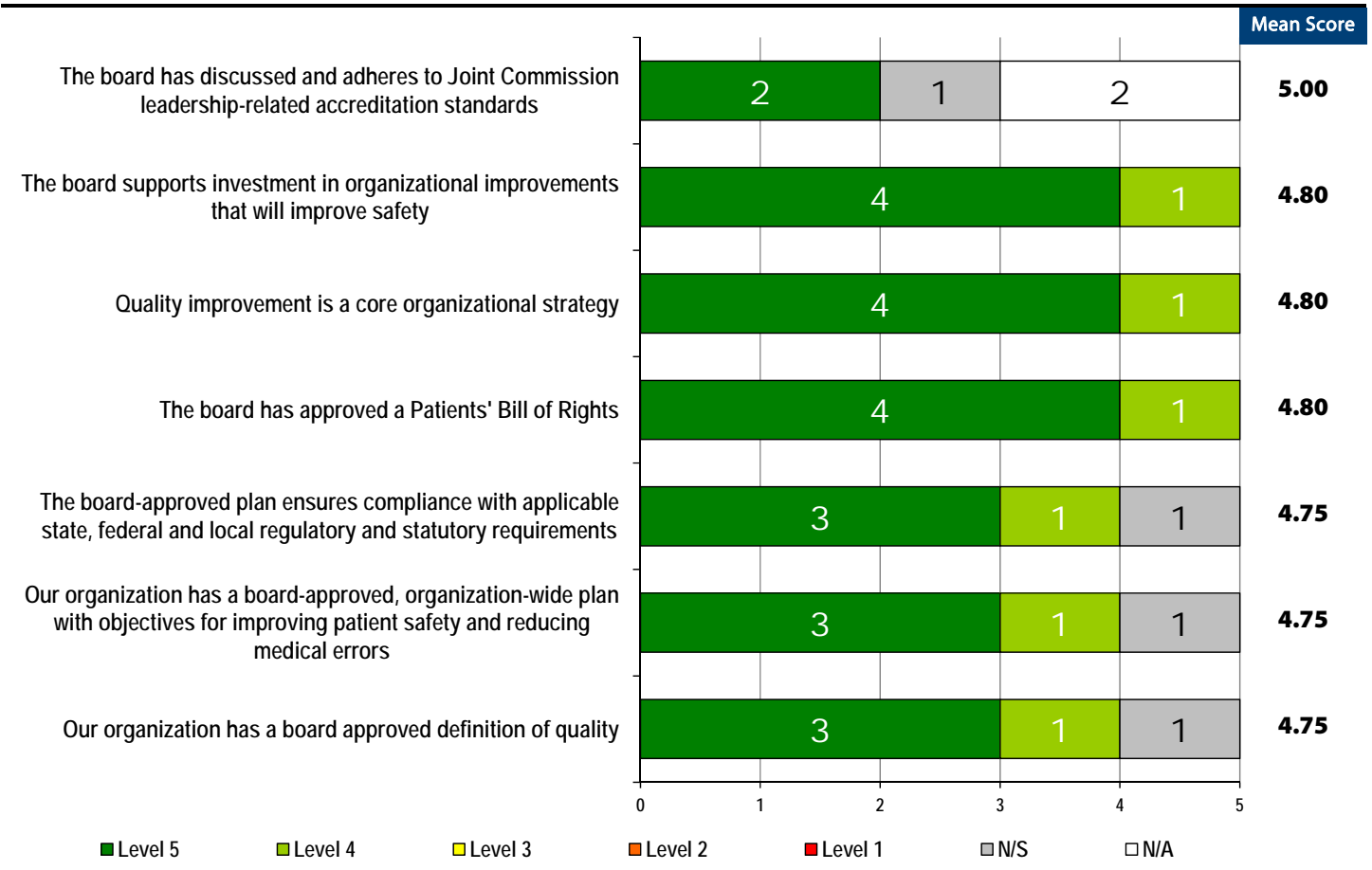
- Interpersonal conflicts are distracting the board and impeding effective governance. Work is needed on development of code of conduct, gaining agreement to comply with it, and policy/procedure for addressing noncompliance.
- Board governance has broken down this year. Extreme conflict has developed between an element of the board and management. The newly elected board should schedule an off-site workshop as soon as possible to determine how they can effectively work together to build consensus on issues in the future.
- The board is poorly informed on most issues on the agenda for discussion and action -- following years of asking, it's time for a new CEO!

SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Quality and Patient Safety

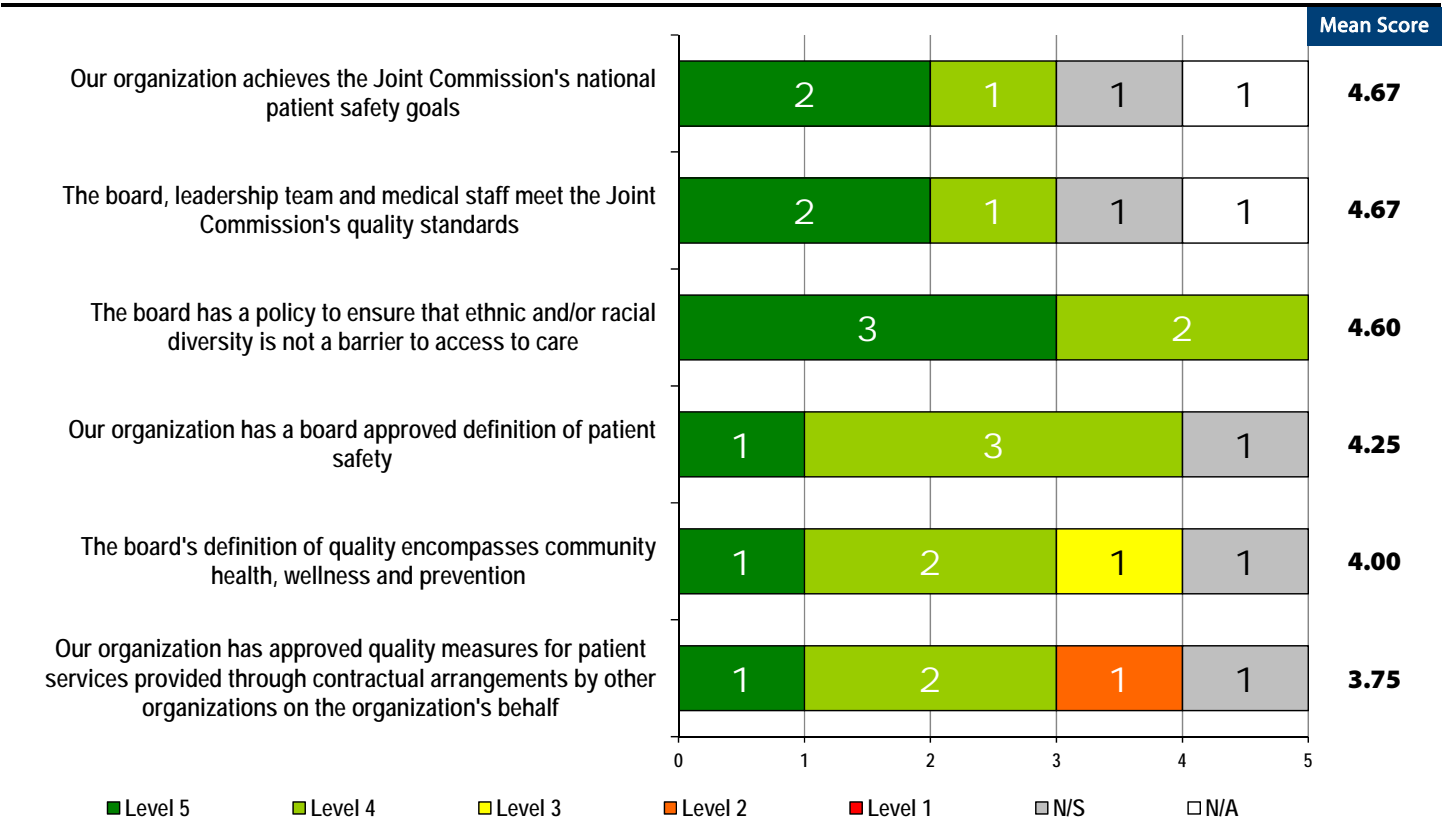
Defining and Understanding Quality and Patient Safety Issues: Higher-Rated (sorted by highest to lowest mean score)



SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Defining and Understanding Quality and Patient Safety Issues: Lower-Rated (sorted by highest to lowest mean score)

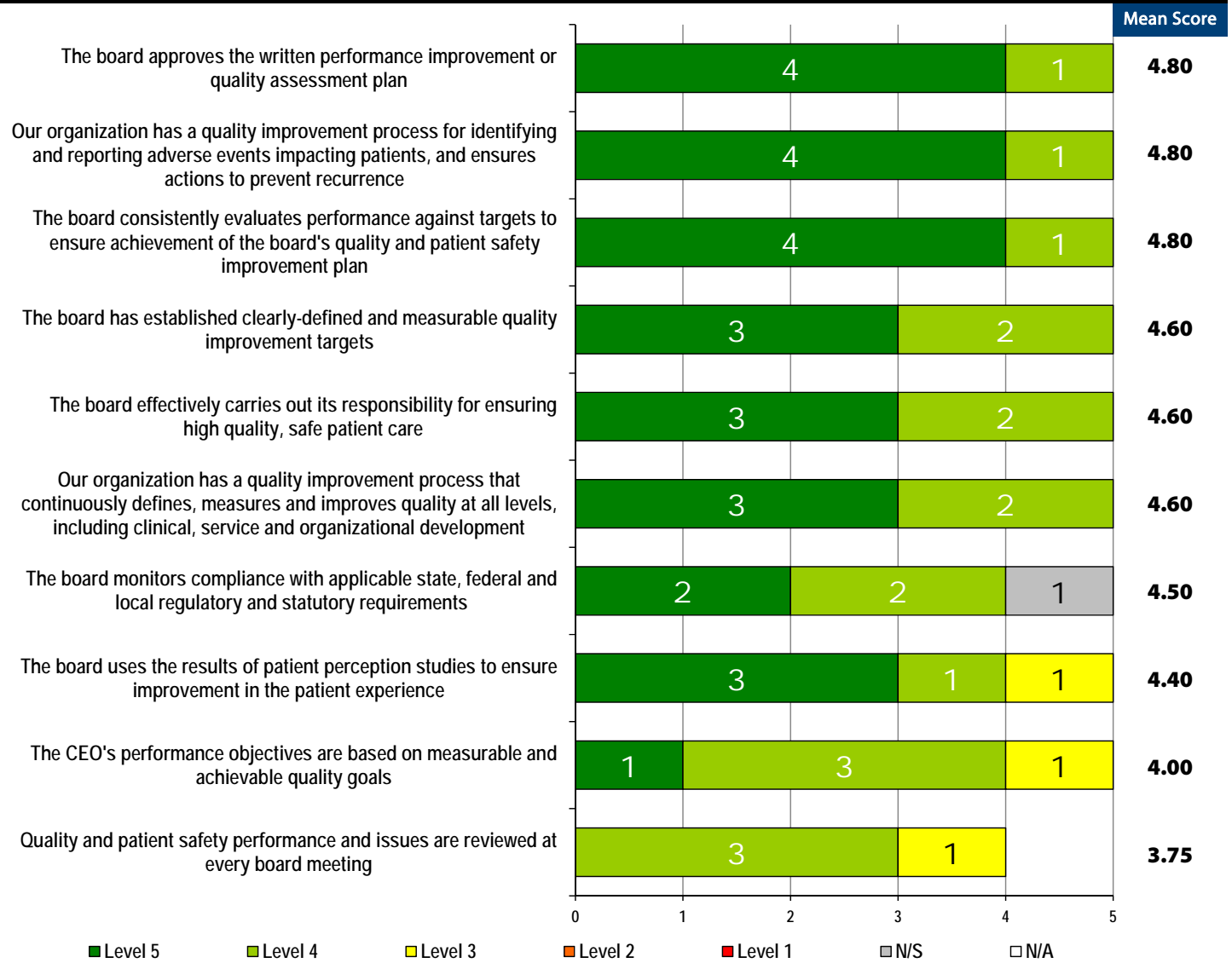


SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Monitoring Quality and Patient Safety

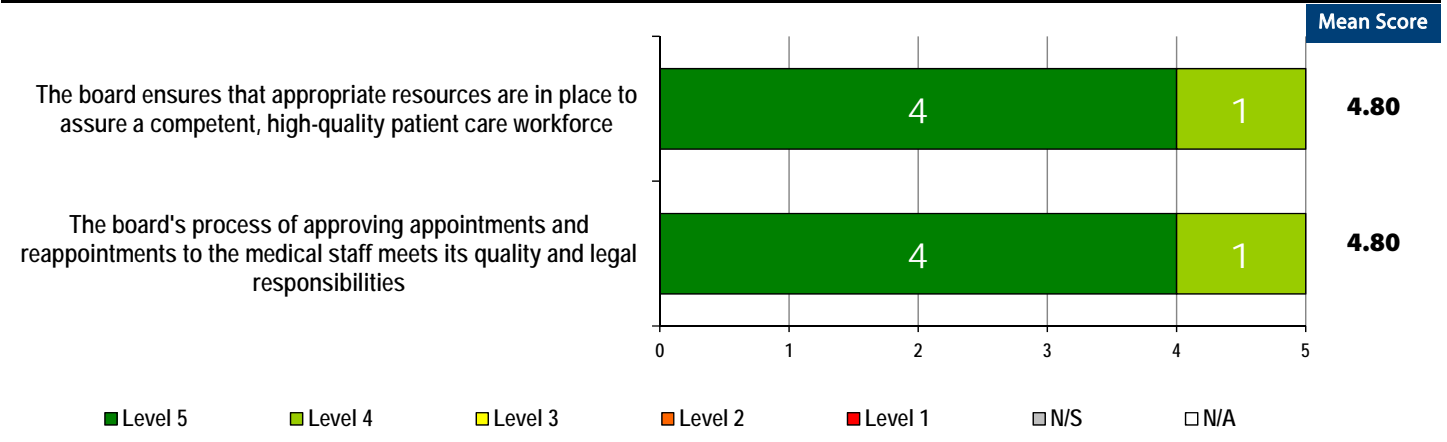
(sorted by highest to lowest mean score)



SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Ensuring a Workforce that Provides High Quality and Safe Care *(sorted by highest to lowest mean score)*



Suggestions for Governance Improvement

Board members provided the following suggestions for governance improvement in this section:

- The board can improve its involvement in identifying and monitoring quality measures in separate business units - all facets of the health care system.
- Vast improvement in quality outcomes over the past decade. Great results from HFAP survey conducted last spring confirms this.

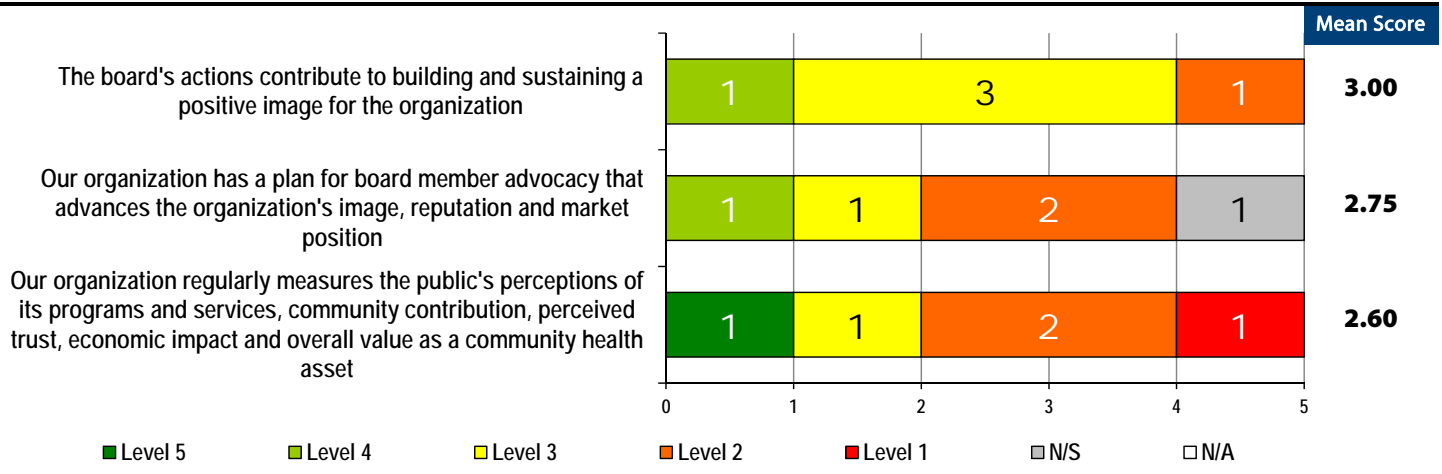
SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Community Relationships

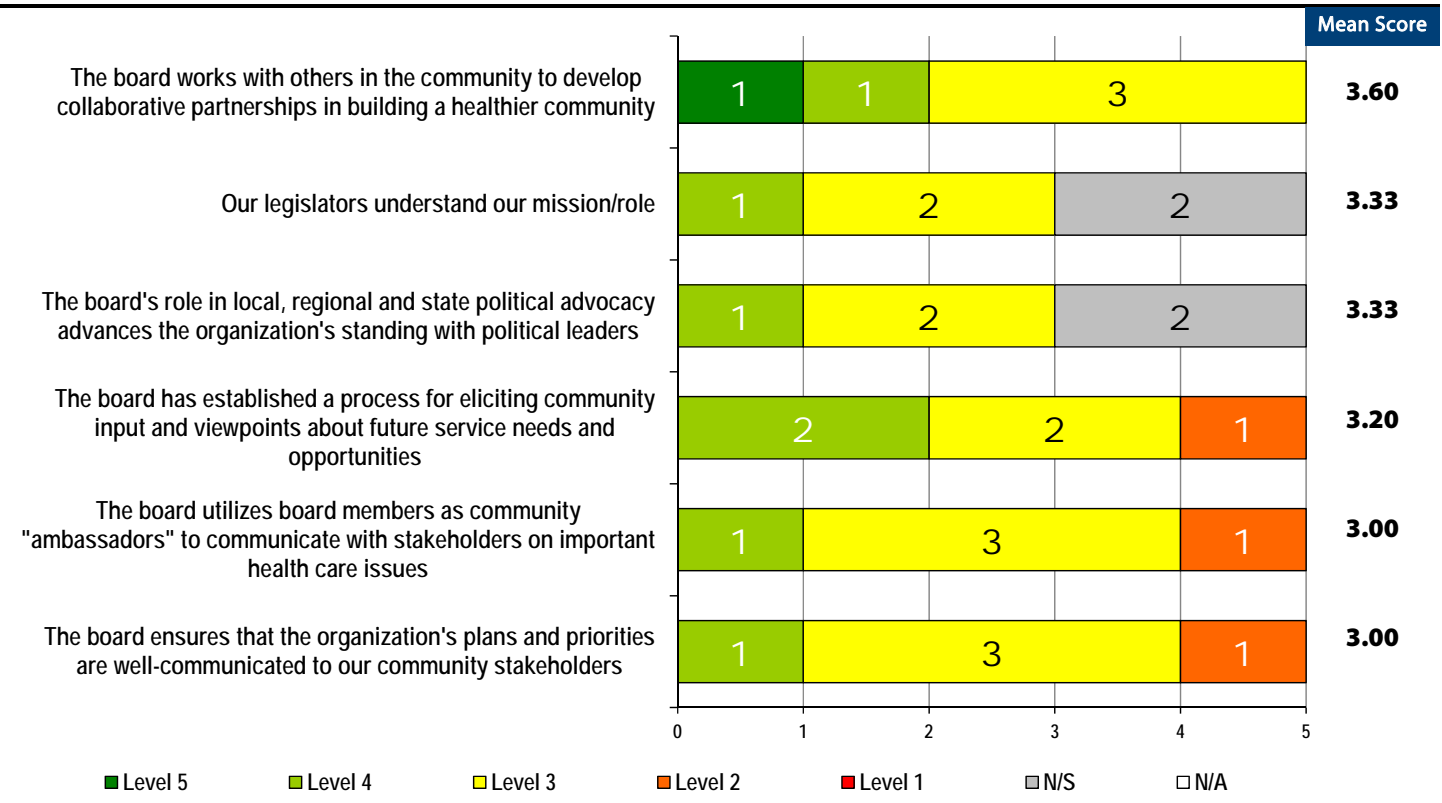
Ensuring Public Trust and Confidence

(sorted by highest to lowest mean score)



Ensuring Community Communication and Feedback

(sorted by highest to lowest mean score)



SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Suggestions for Governance Improvement

Board members provided the following suggestions for governance improvement in this section:

- The board has to engage more actively with our community to listen to issues, address concerns, and communicate strategy, contributions, and value.
- Need to do a better job of communication. Need to reach out to community for their input. Adopt social media as well as conventional ways to do this.
- Pointed community surveys that ask residents what they like and what they don't like about TFHD, including what services they would like to have better access to. Let them talk!

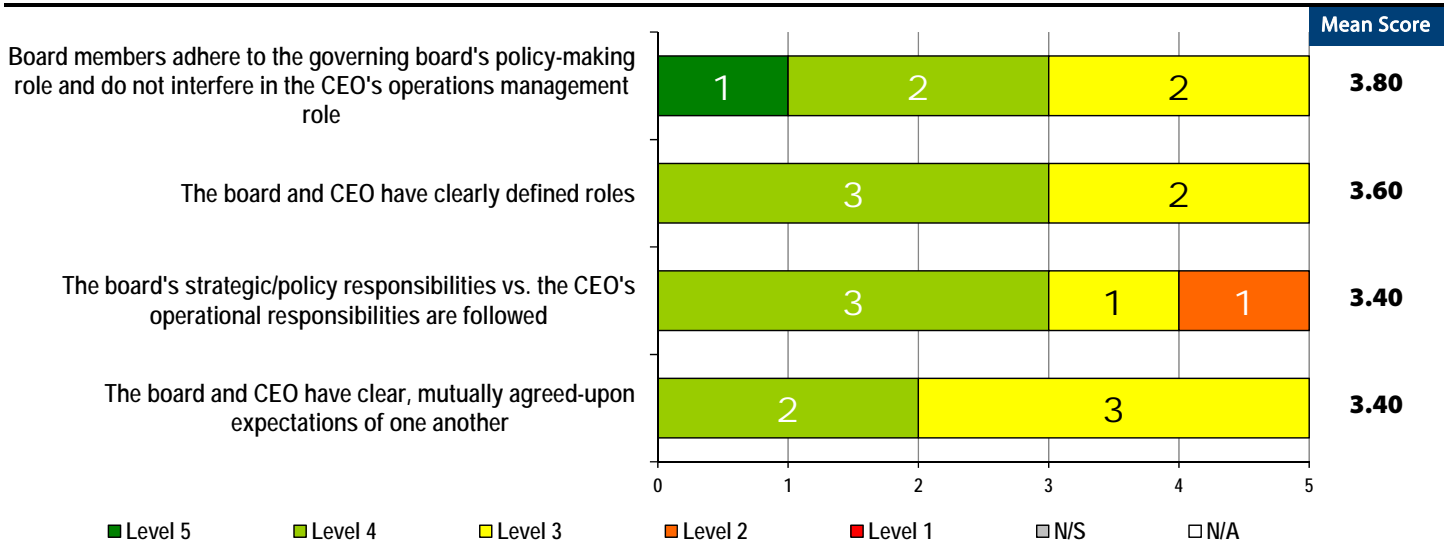
SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Relationship with the CEO

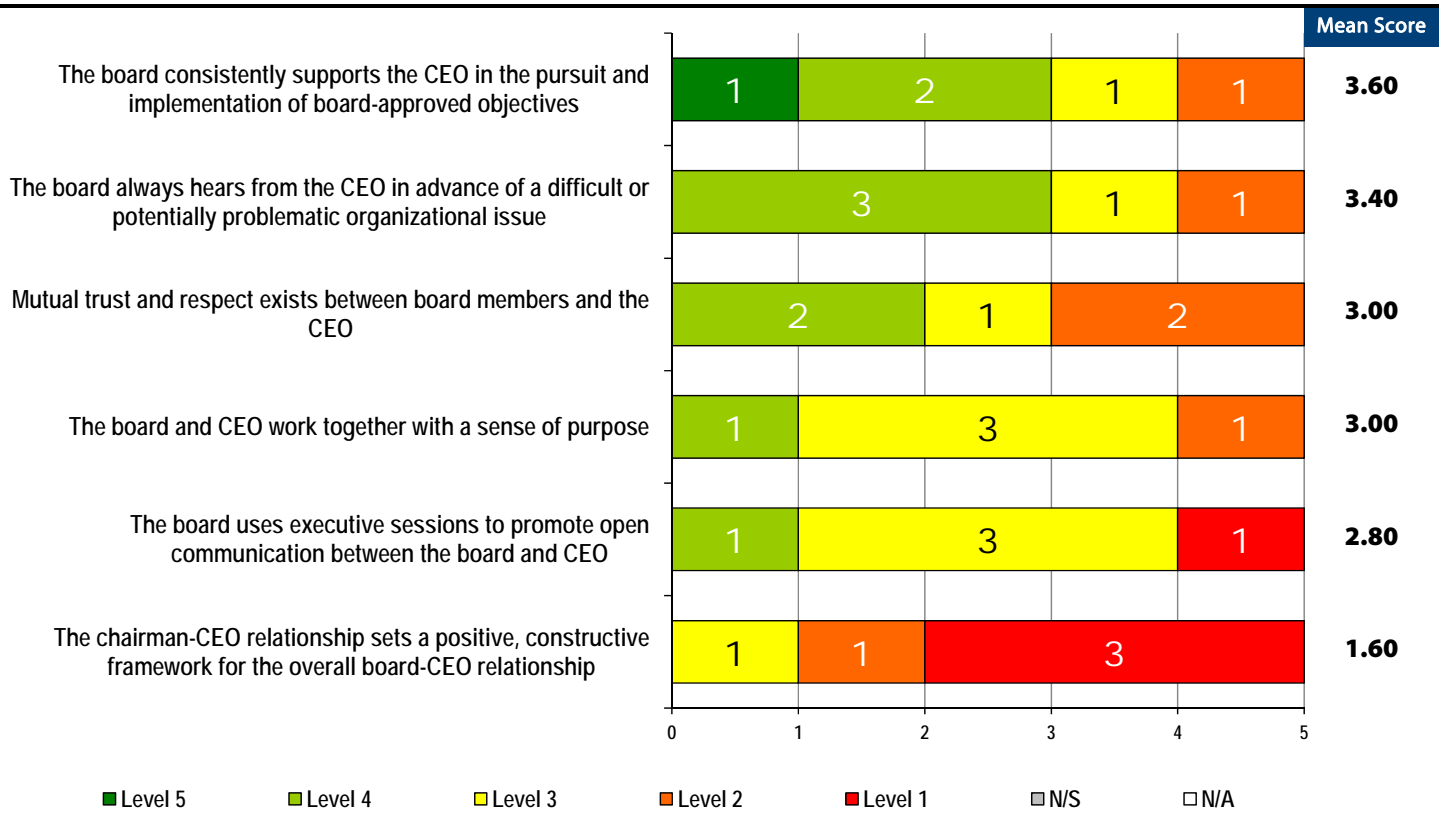
Board and CEO Roles

(sorted by highest to lowest mean score)



Communication, Support and Shared Goals

(sorted by highest to lowest mean score)

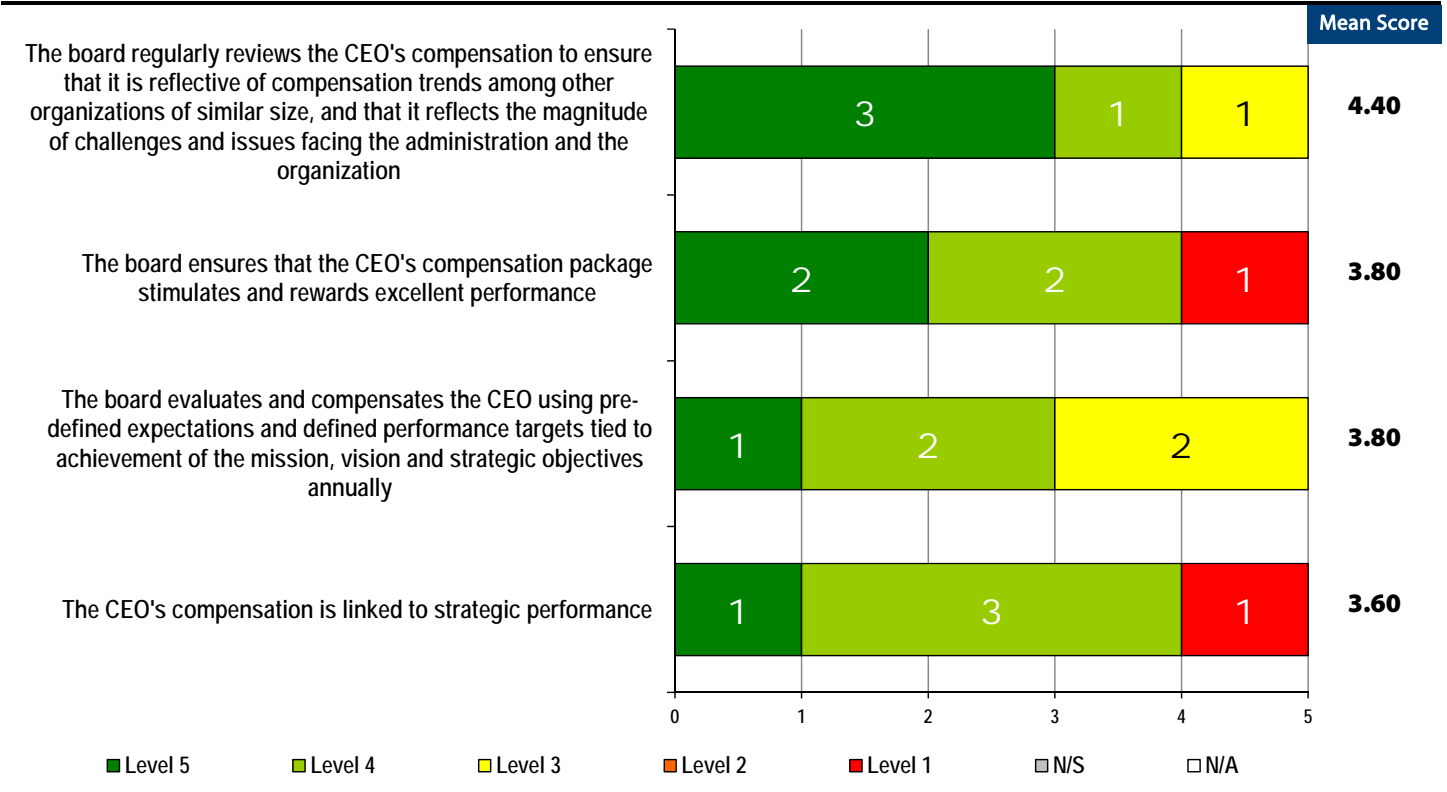


SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

CEO Evaluation

(sorted by highest to lowest mean score)



Suggestions for Governance Improvement

Board members provided the following suggestions for governance improvement in this section:

- The conflict between the Chair and the CEO has undermined the efficacy of the board. The board can improve its leadership by keeping a forward facing focus on the strategic goals of the organization.
- Extreme breakdown between the board chair and CEO. Need to rebuild a level of trust between board and CEO.
- We need a CEO more focused on day-to-day operations (along with some strategic thinking). The CEO does not know how to use the board's Policy Making authority - several times this year stating "well, if the board had set a policy on..." issues we were not informed about.

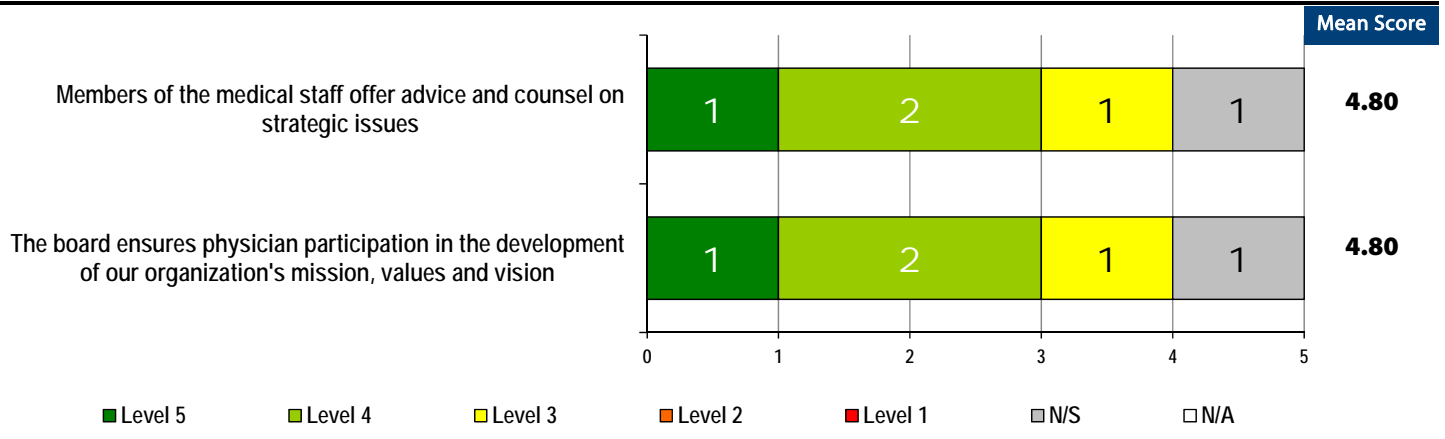
SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Relationships with the Medical Staff

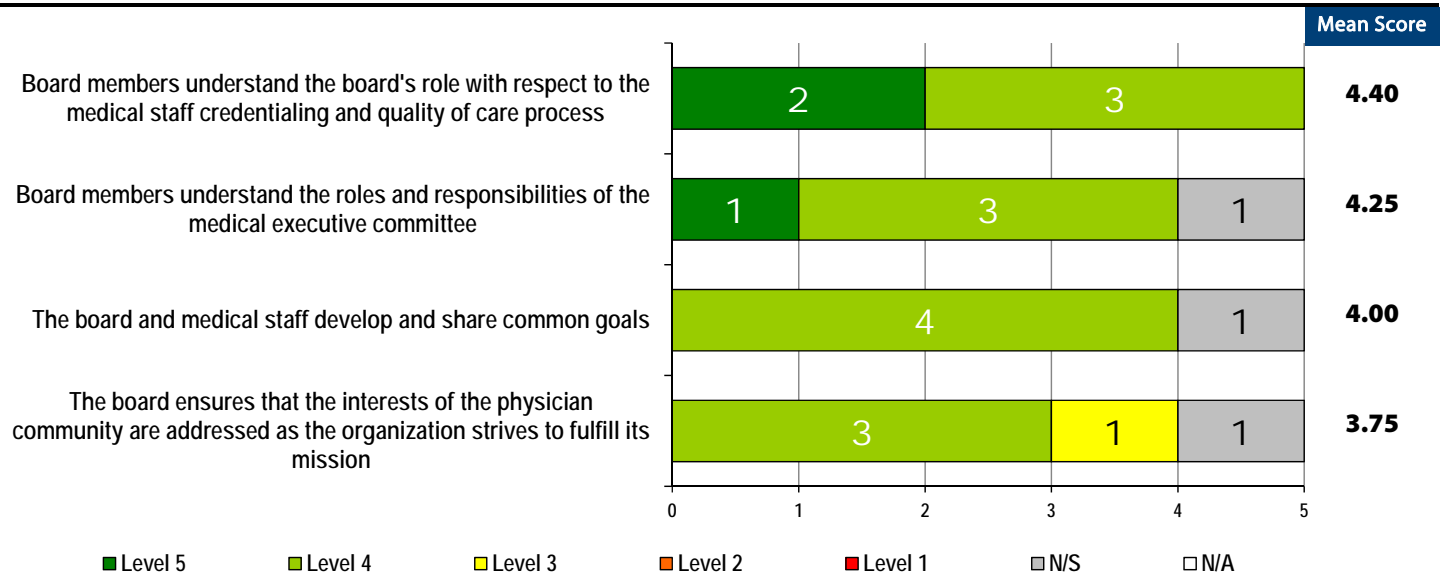
Physician Involvement in Decision Making

(sorted by highest to lowest mean score)



Shared Understanding

(sorted by highest to lowest mean score)

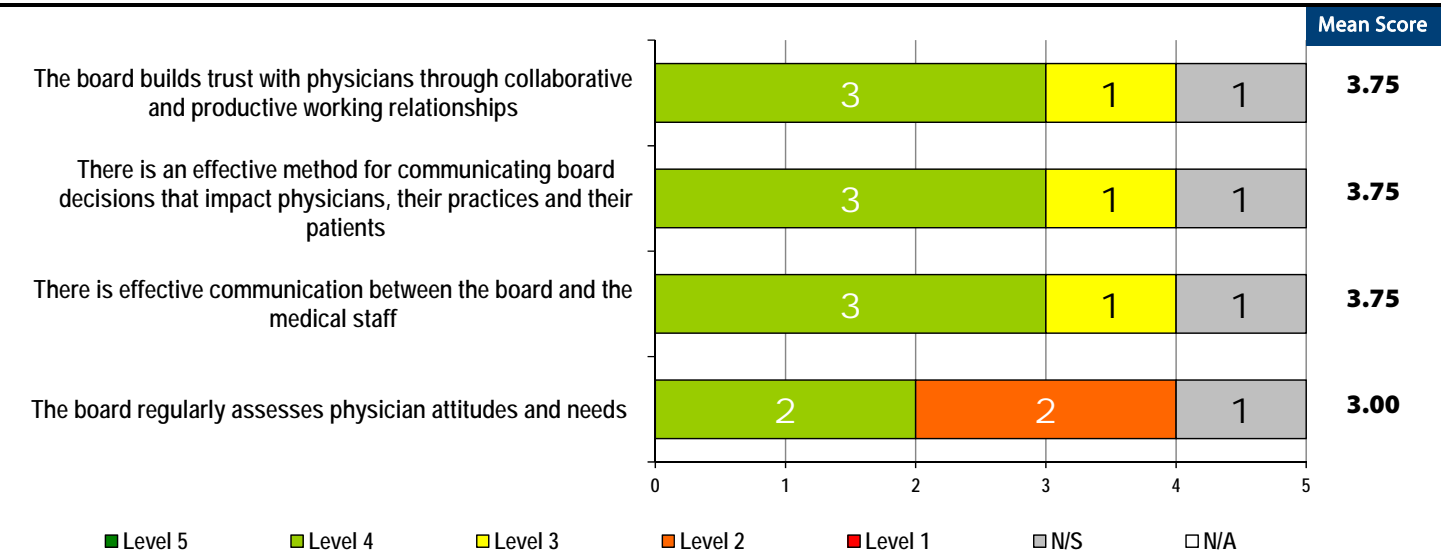


SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Communication and Interaction

(sorted by highest to lowest mean score)



Suggestions for Governance Improvement

Board members provided the following suggestions for governance improvement in this section:

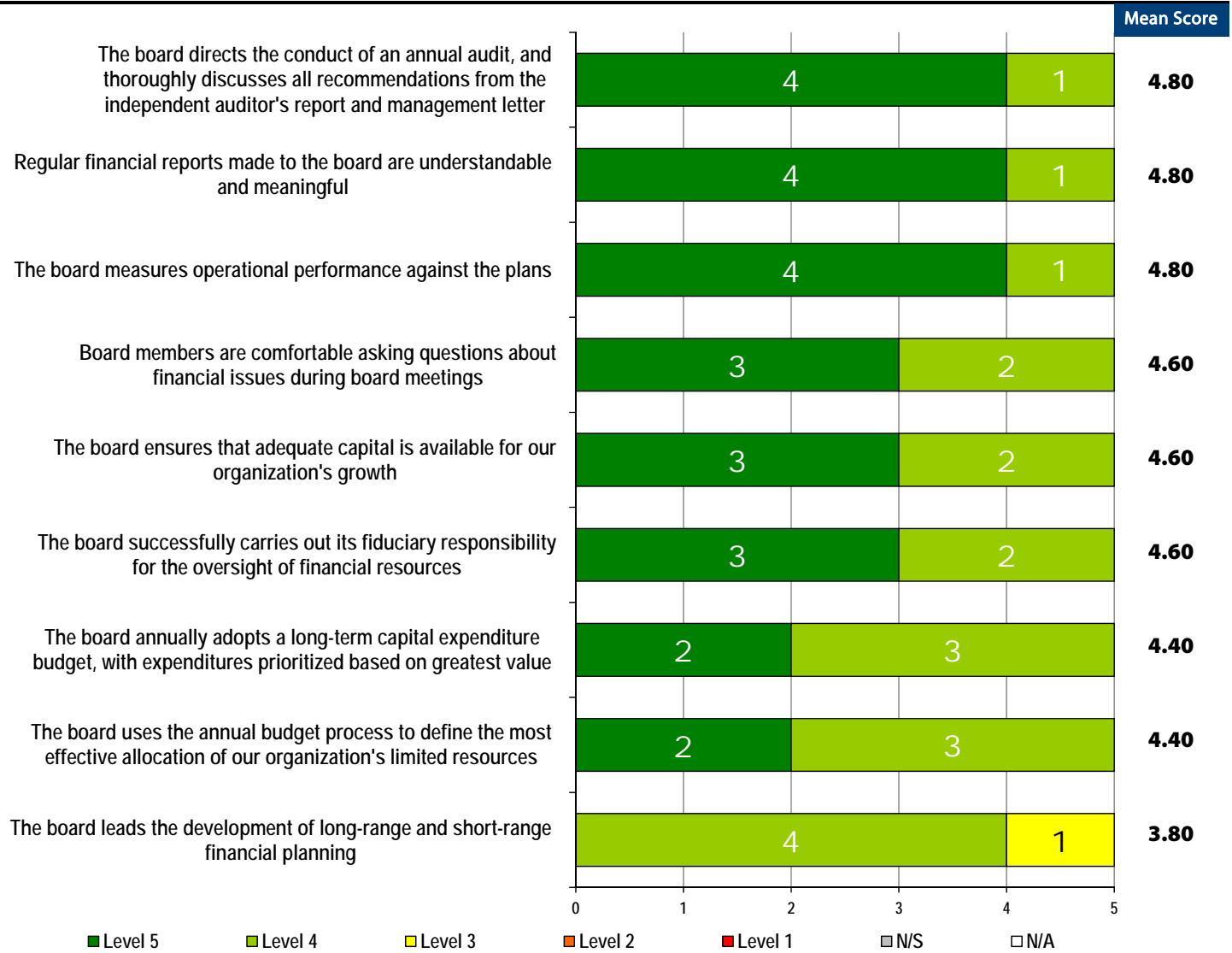
- The board can improve its direct communication with physicians and implement a process to assess physician attitudes and needs proactively.
- Relationships between the medical community, the board and the administration are generally good and have improved over the years.
- We ask physicians about CEO performance. We do not "assess physician attitudes and needs" and in today's world, we may have to start doing this.

SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Financial Leadership

The Fiduciary Responsibility (sorted by highest to lowest mean score)

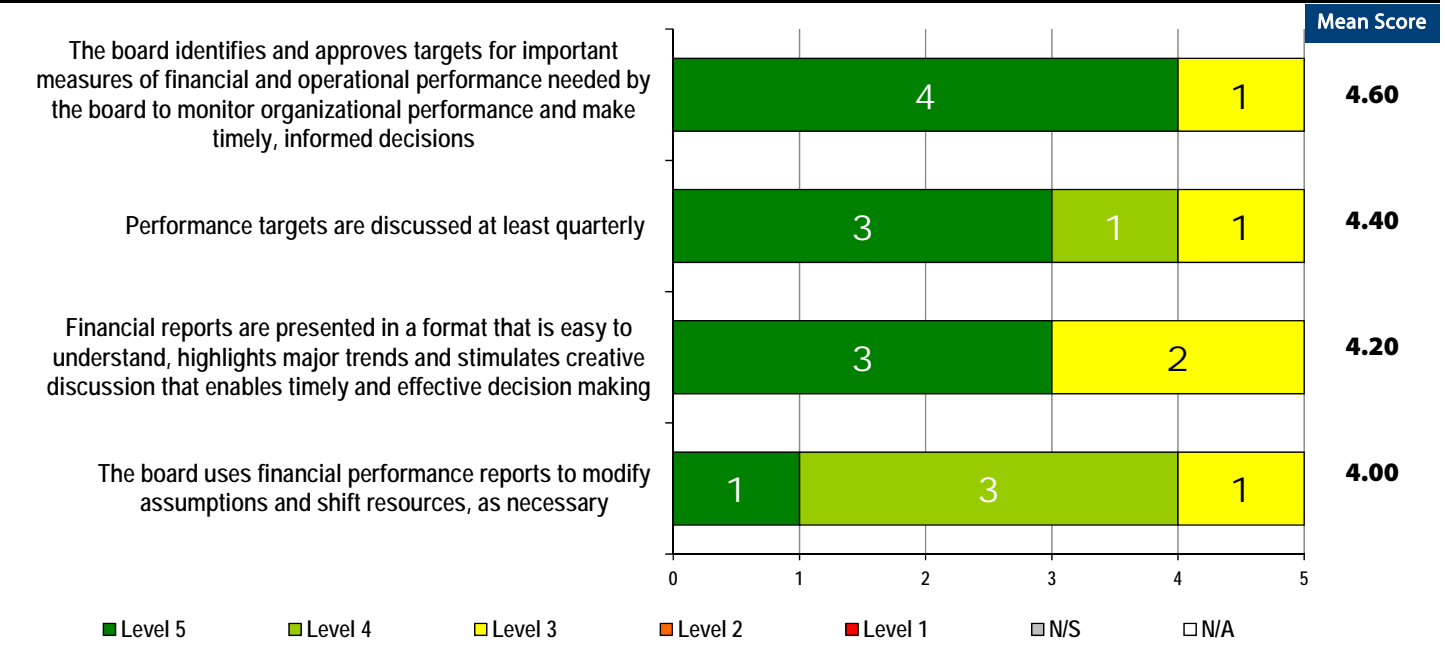


SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Monitoring Progress

(sorted by highest to lowest mean score)



Suggestions for Governance Improvement

Board members provided the following suggestions for governance improvement in this section:

- The board can improve its leadership by increased monitoring of financial performance in subsidiary entities, such as the Surgery Center and MSC.
- Excellent financial leadership from administration over the years. Healthy balance sheet and income statements as well. Very well-positioned for the upcoming challenges of health care reform.
- We still do not get regular reports on the strategic goals and financial value of the Foundation. There are fundraising opportunities here that are not being addressed per the strategic discussion of a few years back.

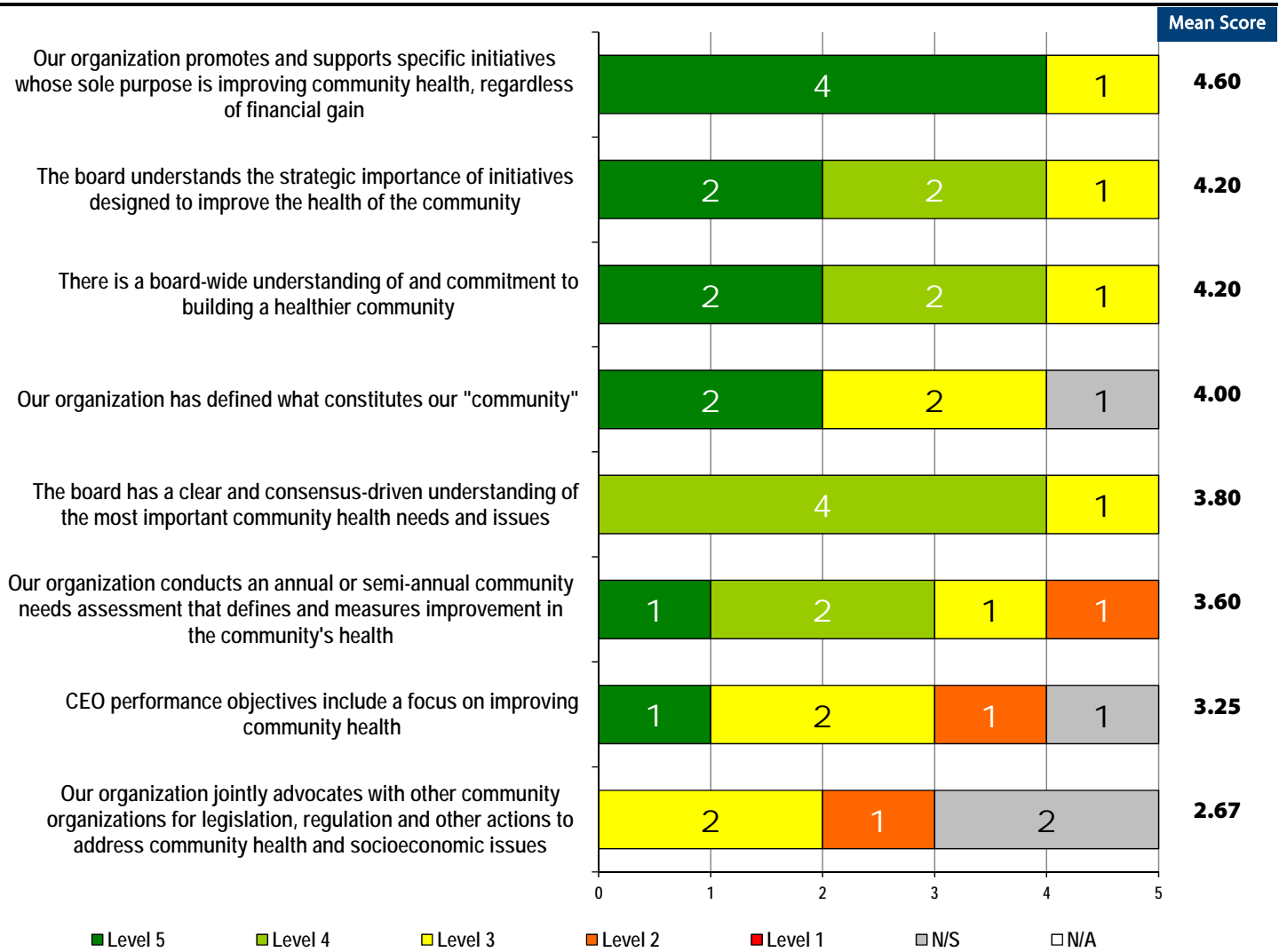
SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Community Health

Development and Support of Community Health Initiatives

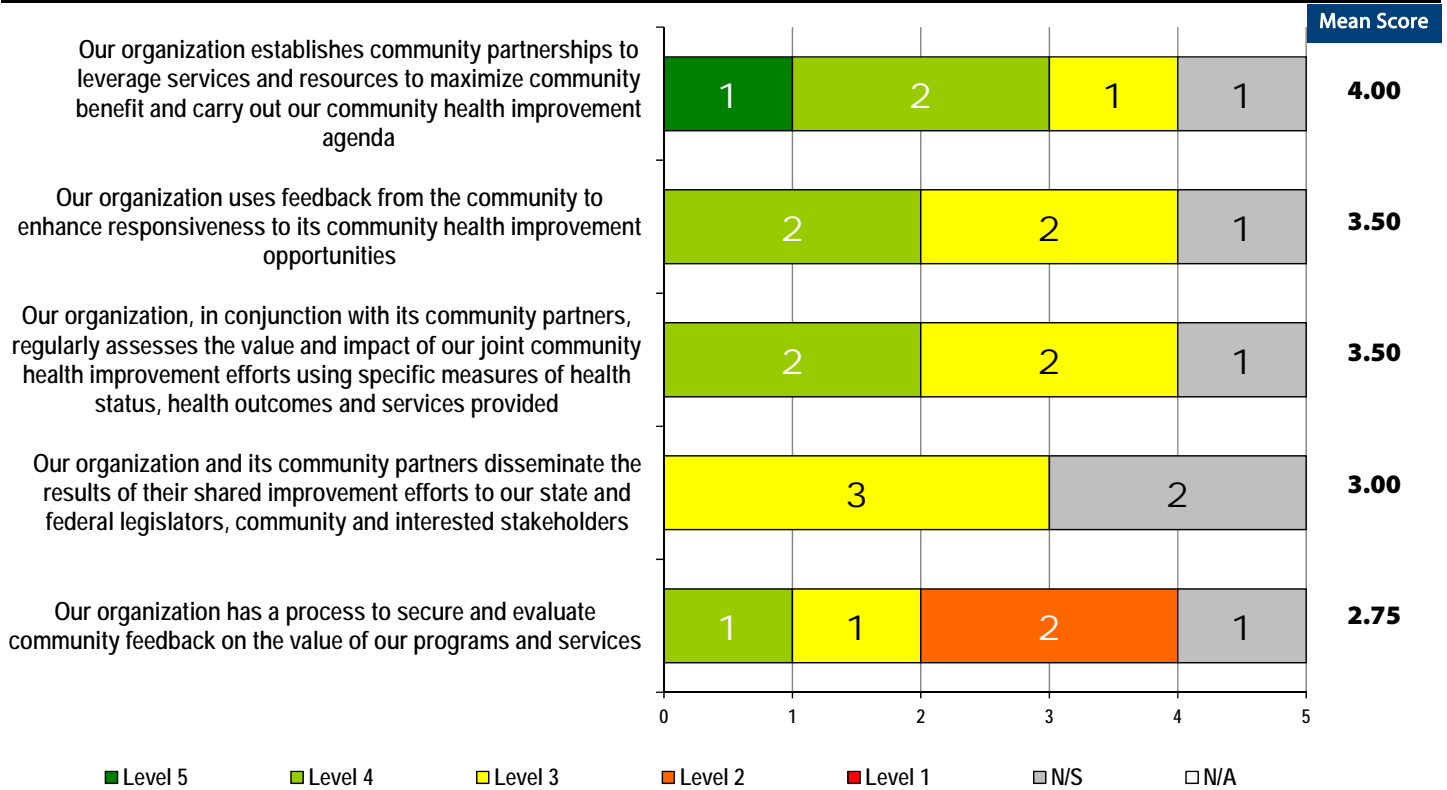
(sorted by highest to lowest mean score)



SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Community Involvement and Communication (sorted by highest to lowest mean score)



Suggestions for Governance Improvement

Board members provided the following suggestions for governance improvement in this section:

- The Community Health Improvement Plan should have measurable goals for improving health, but we should also consider a way to evaluate community feedback on the value of programs and services.
- Just completed a tri-annual community health needs assessment. Need to find creative ways to communicate its results and to engage the community in evaluating the progress of the initiatives it identifies. Again, new communication tools are in order to engage the community in dialogue.

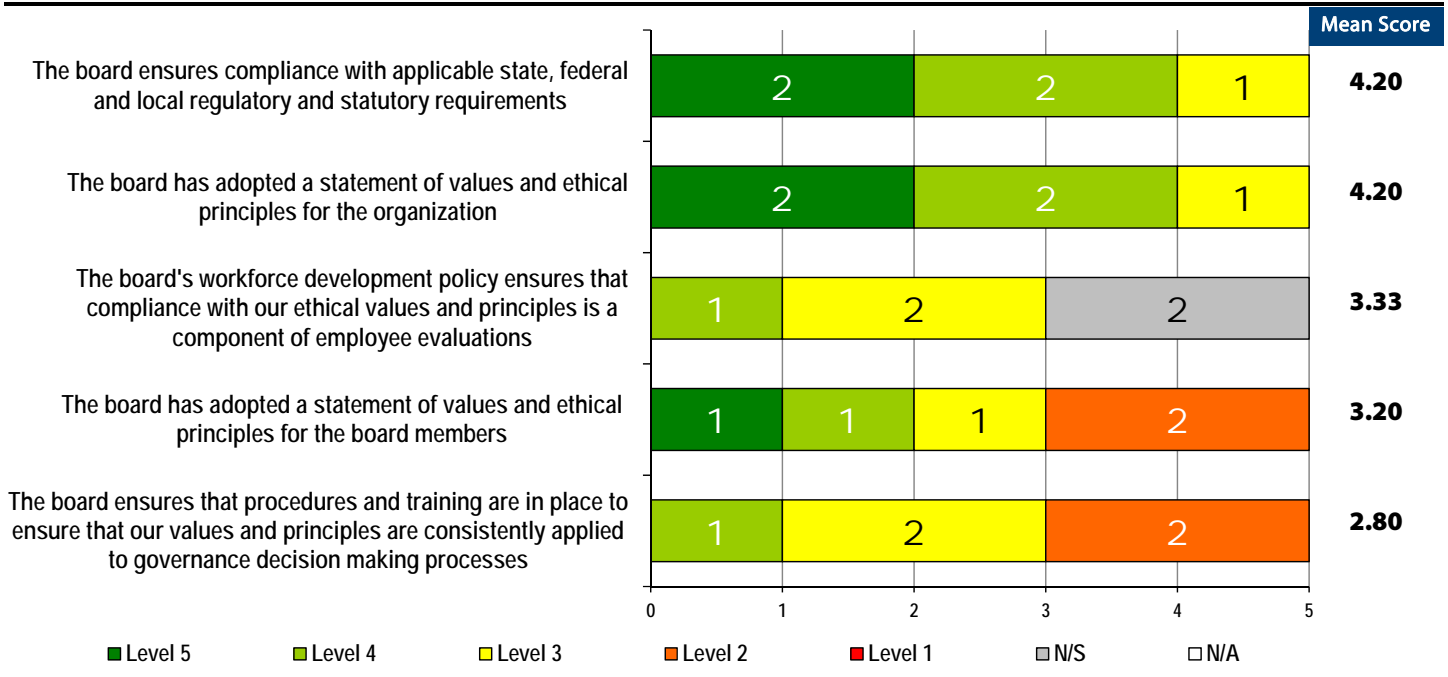
SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Organizational Ethics

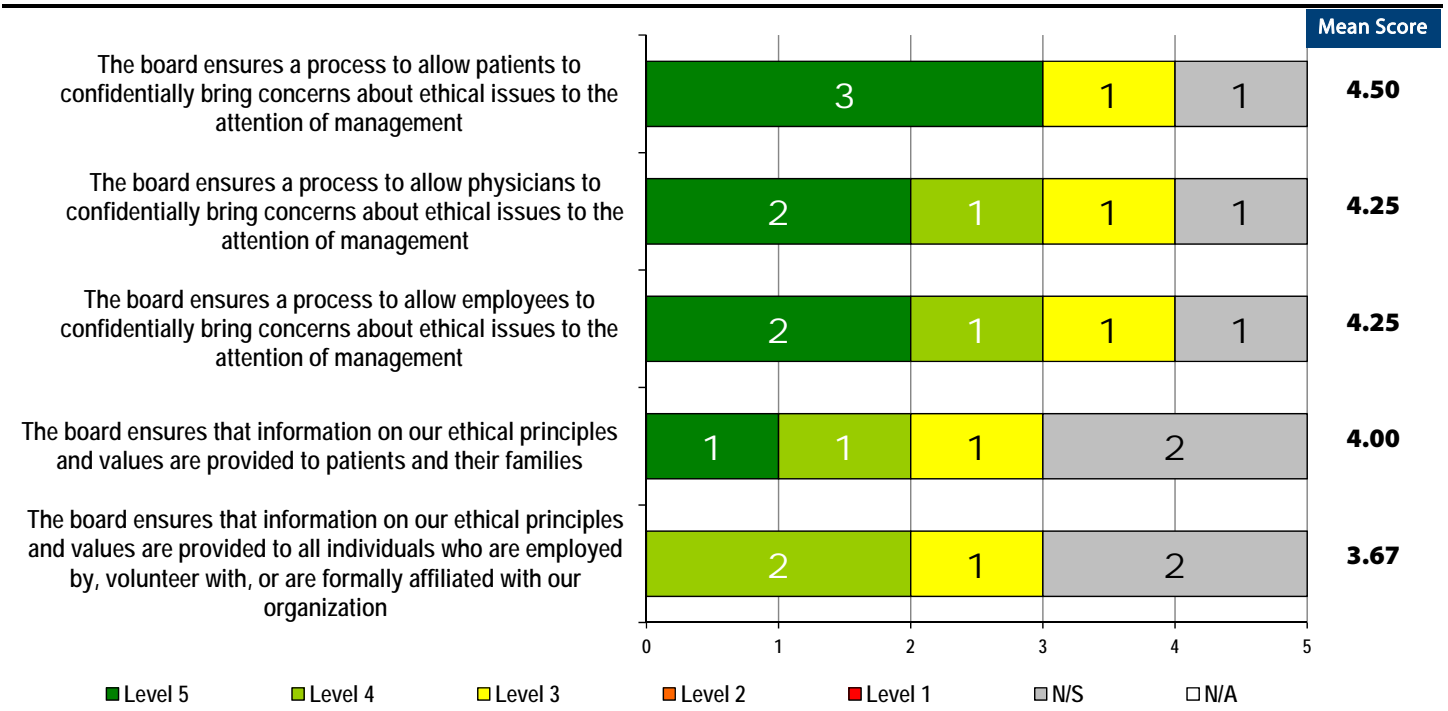
Ensuring Development and Implementation of Organizational Ethics

(sorted by highest to lowest mean score)



Awareness of Ethical Issues

(sorted by highest to lowest mean score)



SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Suggestions for Governance Improvement

Board members provided the following suggestions for governance improvement in this section:

- The board can review organizational values and ethics and adopt a statement for board members as part of a code of conduct. The board should receive education on how the ethical principles and values are provided to patients, families, employees and volunteers.
- Need to reevaluate the ethical behavior and responsibility of board members.

Issues and Priorities

Highest Priority for the Board in the Next Year

Question: What is your single highest priority for the board in the next year?

- Listening to the community, addressing their concerns, regaining trust and improving the perceived value of Tahoe Forest Health System.
- Provide a better method for two-way communication with the community.
- Need for board and management to identify how they are going to build consensus and trust to manage the health system in the future.
- Improving the board's performance/procedure/process on the management of strategic issues and demanding that the CEO and staff provide the board with relevant and meaningful information to support a comprehensive discussion and best outcome on strategic topics.
- Honesty and transparency.

Most Significant Strengths

Question: What are the board's most significant strengths?

- Dedicated board members who put in a lot of time to educate themselves, review materials, and work for the good of the district and the health of the community.
- Commitment to providing the highest quality of service to our community.
- Financial strength of the organization. Great progress in quality, patient satisfaction and relationships with physicians over the past few years are apparent.
- Financial health and high quality health care services.

Most Significant Weaknesses

Question: What are the board's most significant weaknesses?

- A board chair who has created conflict with the CEO, key staff, and other board members. Isolation from other local community agency boards as well as other district hospital boards - lack of education/models/visibility/lost opportunities for joint ventures.
- Weakness in the ability to check and balance management and leadership.
- Our team focus and spirit have lapsed. We need to return to discussions on strategic issues; improving the health of our communities; and preparing for health care reform and the new tomorrow.
- Lack of cohesion.
- Failure to minimize lengthy reports in an effort to spend more time on strategic issues.

SUMMARY RESULTS

2014 Tahoe Forest Hospital District Governance Self-Assessment

Key Issues for Board Focus in the Next Year

Question: What key issues should occupy the board's time and attention in the next year?

- Developing the Community Health Improvement Plan based on results of the health care needs assessment and working with community partner organizations. CEO contract and/or succession.
- Building public trust.
- Reestablish trust in the community.
- Select the most qualified CEO for the future.
- Building trust, respect and consensus among the board members in order to do their job effectively during the coming year(s).

Significant Trends the Board Must Understand and Deal with in the Next Year

Question: What do you see as the most significant trends that the board must be able to understand and deal with in the next year?

- Implementation of the ACA will bring about changes that must be dealt with in a timely and effective manner.
- Health care reform and how it will impact the hospital in the future.
- Declining reimbursements and a need for some good, old fashioned leadership with a focus on day-to-day operations.
- Increasing need to manage chronic disease and improve access to primary care. Decreasing percentage of commercial insurance.
- Compliance.

Critical Factors to Address to Successfully Achieve Goals

Question: What factors are most critical to be addressed if the hospital is to successfully achieve its goals?

- Becoming a leaner financial organization while continuing to provide the high quality service that our patients have come to expect. How to find the right price point to meet the community's demands while recognizing that we have a long tenured workforce that has higher compensation and benefits levels. Finding the right mix of services for this community - its residents and visitors.
- Leadership succession, ACA implementation, and restoration of public trust.
- Continue to nurture the relationships and build trust between the board, management, employees and physicians to navigate the changes in health care delivery in the coming years.

**BOARD SELF ASSESSMENT
WORKSHOP TABLE 2015
Short Term goals Draft**

Action, Education	What	Responsible Party	Measureables
Action	Establish a committee of community members to provide input to/ and receive information from the board and healthcare district.	Governance Committee/Community Development Staff	Committee established and meeting
Action	Improve outreach to community groups, community partners considering innovative settings	Full Board/Community Development Staff	Tracking of attendance at meetings
Action	Schedule public meetings with 1-2 board members to inform public and receive input.	Full Board/Community Development Staff	Meetings scheduled
Action	Hold board meetings in other locations throughout the geographic extent of the district.	Full board/Community Development	Meetings scheduled
Action	Invite community experts to participate as non-voting members of board committees.	All Board Committees/Governance to develop policies	Appointments to committees
Action	Designate a staff person as community liaison "Media Czar"	CEO	Liaison designated
Education/ strategic planning	Increase understanding of opportunities for competitive pricing in diagnostic imaging and strategic possibilities to meet community need.	Finance Committee/CFO/full board	Strategic plan item/goal developed
Action	Develop educational plan for board to capitalize on educational seminars and other sources.	Governance Committee/Board Chair/ Full board	Plan developed and implemented
Education	Improved understanding of board and management responsibility for compliance	Full Board/Governance Committee	Education plan implemented
Action	Focus on compliance efforts with improved engagement with hospital staff.	Governance Committee/Full board	Retreat discussion
Action	Increase the amount of time spent in discussion of strategic planning and quality at meetings with attention to performance against goals.	Board Chair/CEO	Agenda review demonstrates increased time
Action	Committees should address frequency of meetings and set yearly meeting schedule in advance, and evaluate meeting effectiveness.	All Committees	Meetings scheduled in advance

Action, Education	What	Responsible Party	Measurables
Action	Improve the flow of committee information from to the full board.	All Committee chairs/Board Chair/Clerk of the Board	Communication plan developed
Action	Focus on Mission and Vision.	Full Board/Governance Committee/ with Medical Staff, organization, public	Retreat discussion Develop plan for mission and vision revision
Action	Repair relationship with community	Full Board	Retreat discussion
Action	Improve board conduct/dynamics to improve community perception	Full Board	Retreat discussion
Action	Bring stability to administration	Full Board	Retreat Discussion
Action	Improve Board/C-suite interactions	Staff/ Governance	Put on calendar annually
Action	Improve timeliness and quality of Board materials	Board Chair/Clerk of the Board/CEO	Track posting of materials, improved meeting effectiveness surveys
Action	Improve connections between the C-suite, the board and the public.	Board Chair, Full Board, CEO, Communications Staff	Retreat Discussion
Action	Review and clarify policy for placing items on the agenda for open and closed session meetings of the board	Governance Committee/Board Chair	Policy reviewed and brought for approval to BOD