

July 24, 2020

NOTICE

The Board of Directors of the Kaweah Delta Health Care District will meet in the Kaweah Delta Lifestyle Center Conference Room {5105 W. Cypress Avenue, Visalia} on Monday July 27, 2020 beginning at 4:00PM. **Due to the maximum capacity allowed in this room per CDC social distancing guidelines {25}, members of the public are requested to attend the open sessions of the Board meeting via GoTo meeting - <https://global.gotomeeting.com/join/603303781>** or you can also dial in 312-757-3121 Access Code: 603-303-781

The Board of Directors of the Kaweah Delta Health Care District will meet in an Open Board of Directors at 4:00PM (location and GoTo information above).

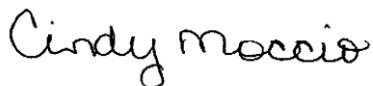
The Board of Directors of the Kaweah Delta Health Care District will meet in a Closed Board of Directors meeting at 4:01PM pursuant to Government Code 54956.8, Government Code 54956.9(d)(2), and Health and Safety Code 1461 and 32155.

The Board of Directors of the Kaweah Delta Health Care District will meet in an Open Board of Directors meeting at 4:45PM (location and GoTo information above).

All Kaweah Delta Health Care District regular board meeting and committee meeting notices and agendas are posted 72 hours prior to meetings (special meetings are posted 24 hours prior to meetings) in the Kaweah Delta Medical Center, Mineral King Wing entry corridor between the Mineral King lobby and the Emergency Department waiting room.

Due to COVID 19 visitor restrictions to the Medical Center - the disclosable public records related to agendas can be obtained by contacting the Board Clerk at Kaweah Delta Medical Center – Acequia Wing, Executive Offices (Administration Department) {1st floor}, 400 West Mineral King Avenue, Visalia, CA via phone 559-624-2330 or email: cmoccio@kdhcd.org, or on the Kaweah Delta Health Care District web page <http://www.kaweahdelta.org>.

KAWEAH DELTA HEALTH CARE DISTRICT
David Francis, Secretary/Treasurer



Cindy Moccio - Board Clerk / Executive Assistant to CEO

DISTRIBUTION:
Governing Board
Legal Counsel
Executive Team
Chief of Staff
www.kaweahdelta.org



KAWEAH DELTA HEALTH CARE DISTRICT - BOARD OF DIRECTORS MEETING

The Lifestyle Center – Conference Rooms
5105 W. Cypress Avenue, Visalia, CA 93277

Due to the maximum capacity (25) allowed in this room per CDC social distancing guidelines - members of the public are requested to attend via GoTo meeting

Join from your computer, tablet or smartphone

<https://global.gotomeeting.com/join/603303781>

or Dial In: 312-757-3121 / Access Code: 603-303-781

Monday July 27, 2020

OPEN MEETING AGENDA {4:00PM}

1. **CALL TO ORDER**
2. **APPROVAL OF AGENDA**
3. **PUBLIC PARTICIPATION** – Members of the public may comment on agenda items before action is taken and after it is discussed by the Board. Each speaker will be allowed five minutes. Members of the public wishing to address the Board concerning items not on the agenda and within the subject matter jurisdictions of the Board are requested to identify themselves at this time.
4. **APPROVAL OF THE CLOSED AGENDA – 4:01PM**
 - 4.1. **Approval of closed meeting minutes** – May 27, June 11, June 29, July 22, 2020.
 - 4.2. **Conference with Real Property Negotiator {Government Code 54956.8}**: Property: APN’s 119-85-012, 199-85-013, 119-85-014. Negotiating party: Kaweah Delta Health Care District: Marc Mertz and Sequoia Gateway, LLC – price and terms – *Marc Mertz, Vice President – Chief Strategy Officer*
 - 4.3. **Credentialing** - Medical Executive Committee (MEC) requests that the appointment, reappointment and other credentialing activity regarding clinical privileges and staff membership recommended by the respective department chiefs, the credentials committee and the MEC be reviewed for approval pursuant to Health and Safety Code 1461 and 32155 – *Byron Mendenhall, MD Chief of Staff*
 - 4.4. **Quality Assurance** pursuant to Health and Safety Code 32155 and 1461, report of quality assurance committee — *Byron Mendenhall, MD Chief of Staff*
 - 4.5. **Conference with Legal Counsel – Anticipated Litigation** – Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) – 1 Case – *Dennis Lynch, Legal Counsel*
5. **ADJOURN**

CLOSED MEETING AGENDA {4:01PM}

1. **CALL TO ORDER**

2. **APPROVAL OF CLOSED MEETING MINUTES** - [May 27](#), [June 11](#), [June 29](#), [July 22](#), 2020.

Action Requested – Approval of the closed meeting minutes – May 27, June 11, June 29, July 22, 2020.

3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR** {Government Code 54956.8} - Property: APN's 119-85-012, 199-85-013, 119-85-014. Negotiating party: Kaweah Delta Health Care District: Marc Mertz and Sequoia Gateway, LLC – price and terms.

Marc Mertz, Vice President – Chief Strategy Officer

4. **CREDENTIALING** - Medical Executive Committee (MEC) requests that the appointment, reappointment and other credentialing activity regarding clinical privileges and staff membership recommended by the respective department chiefs, the credentials committee and the MEC be reviewed for approval pursuant to Health and Safety Code 1461 and 32155

Byron Mendenhall, MD Chief of Staff

5. **QUALITY ASSURANCE** pursuant to Health and Safety Code 32155 and 1461, report of quality assurance committee

Byron Mendenhall, MD Chief of Staff

6. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) – 1 Case

Dennis Lynch, Legal Counsel

ADJOURN

OPEN MEETING AGENDA {4:45PM}

Due to the maximum capacity (25) allowed in this room per CDC social distancing guidelines - members of the public are requested to attend via GoTo meeting

Join from your computer, tablet or smartphone

<https://global.gotomeeting.com/join/603303781>

or Dial In: 312-757-3121 / Access Code: 603-303-781

1. **CALL TO ORDER**

2. **APPROVAL OF AGENDA**

3. **PUBLIC PARTICIPATION** – Members of the public may comment on agenda items before action is taken and after Board discussion. Each speaker will be allowed five minutes. Members of the public wishing to address the Board concerning items not on the agenda and within the subject matter jurisdictions of the Board are requested to identify themselves at this time.

4. **CLOSED SESSION ACTION TAKEN** – Report on action(s) taken in closed session.
5. **OPEN MINUTES** – Request approval of the [May 27](#), [June 11](#), [June 24](#), [June 29](#), [July 22](#), 2020 meeting minutes.

Public Participation – Members of the public may comment on agenda items before action is taken and after the item has been discussed by the Board.

Action Requested – Approval of the open meeting minutes – May 27, June 11, June 24, June 29, July 22, 2020 open board of directors meeting minutes.

6. **RECOGNITIONS** – Service Excellence - *Garth Gipson*
 - 6.1. Presentation of [Resolution 2078](#) to [Nicole Phanthavong](#) for the Service Excellence Award for May 2020.

7. **CONSENT CALENDAR** - *All matters under the Consent Calendar will be approved by one motion, unless a Board member requests separate action on a specific item.*

Public Participation – Members of the public may comment on agenda items before action is taken and after the item has been discussed by the Board.

Action Requested – Approval of the July 27, 2020 Consent Calendar.

7.1. REPORTS

- A. [Physician Recruitment](#)

7.2. POLICIES

- A. Administrative

- 1) [Requirement for Contracting with Outside Service Providers](#) – AP69 (revised)
- 2) [Mileage Reimbursement](#) – AP84 (revised)
- 3) [Workplace Violence Prevention Program](#) – AP161 (revised)
- 4) Outside Source Patient Care Services – AP65 (reviewed)
- 5) Abandoned Newborn – AP99 (reviewed)

- B. Board of Directors

- 1) [Orientation of a New Board Member](#) – BOD1 (revised)
- 2) [Chief Executive Officer \(CEO\) Transition](#) – BOD2 (revised)
- 3) [Chief Executive Officer \(CEO\) Criteria](#) – BOD3 (reviewed)
- 4) [Presentation of Claims and Service Process](#) – BOD7 (reviewed)
- 5) [Executive Compensation](#) – BOD4 (reviewed)
- 6) [Board Reimbursement for Travel and Service Clubs](#) – BOD6 (reviewed)

7.3. BOARD COMMITTEE MINUTES

- A. [Quality Council \(June 11, 2020\)](#)
- B. [Human Resources \(June 18, 2020\)](#)
- C. [Strategic Planning \(June 18, 2020\)](#)
- D. [Academic Development \(June 19, 2020\)](#)
- E. [Audit and Compliance \(June 23, 2020\)](#)
- F. [Information Systems \(June 24, 2020\)](#)
- G. [Patient Experience \(June 30, 2020\)](#)
- H. [Marketing and Community Relations \(July 1, 2020\)](#)
- I. [Quality Council \(July 9, 2020\)](#)

- 7.4. Approval of [Resolution 2087](#) in recognition of Stanley Lopez, Phlebotomist II, retiring from duty after 37 years of service.
- 7.5. Approval of the amended and restated [exclusive provider agreement for Imaging Services](#) effective January 1, 2021 by and between Kaweah Delta Health Care District and Mineral King Radiological Medical Group, Inc. a California Professional Medical Corporation, and amends, restates and supersedes the Exclusive Provider Agreement dated January 1, 2018 between the parties.
- 7.6. Approval of the amended and restated [professional services agreement Emergency Department](#) effective August 1, 2020 by and between Kaweah Delta Health Care District and CEP America – California, a California general partnership d/b/a Vituity (formerly California Emergency Physicians Medical Group).
- 7.7. [Resolution 2085](#) rejection of application for leave to present a late claim, Estate of James Snow, Jr. vs. Kaweah Delta Health Care District.
- 7.8. [Resolution 2086](#), a Resolution of the Board of Directors, Kaweah Delta Health Care District, directing Tulare County, California, to levy a tax to pay the principal of an interest on general obligation bonds for the fiscal year beginning July 1, 2020 and ending June 30, 2021.
- 7.9. Approval of the Kaweah Delta Board of Directors Job Description 2020/2021
 - A. [Hospital Board of Directors](#)
 - B. [Board President](#)
 - C. [Board Vice President](#)
 - D. [Individual Board members](#)
- 7.10. Recommendations from the Medical Executive Committee (June 2020)
 - A. [Privileges in Critical Care, Pulmonary & Sleep Medicine](#)

8. QUALITY

- 8.1. [Emergency Department](#) - A review of key quality indicators and associated action plans focused on care in the Emergency Department.

Kona Seng, OD, Medical Director of Emergency Services and Tom Siminski, RN, Director of Emergency Services

- 8.2. [Infection Prevention](#) – A review of infection prevention measures and associated action plans for improvement

Shawn Elkin, RN, Manager of Infection Prevention

9. [STRATEGIC PLANNING](#) – Review and requested approved of the Strategic Plan for fiscal year 2020/2021.

Marc Mertz, Vice President Chief Strategy Officer

Public Participation – Members of the public may comment on agenda items before action is taken and after the Board has discussed the item.

Action Requested – Approval of the Strategic Plan for fiscal year 2020/2021.

- 10. CREDENTIALING** – Medical Executive Committee requests that the appointment, reappointment and other credentialing activity regarding clinical privileges and staff membership recommended by the respective department chiefs, the credentials committee and the Medical Executive Committee be reviewed for approval.

Public Participation – Members of the public may comment on agenda items before action is taken and after the Board has discussed the item.

Recommended Action: Whereas a thorough review of all required information and supporting documentation necessary for the consideration of initial applications, reappointments, request for additional privileges, advance from provision al status and release from proctoring and resignations (pursuant to the Medical Staff bylaws) has been completed by the Directors of the clinical services, the Credentials Committee, and the MEC, for all of the medical staff scheduled for reappointment, Whereas the basis for the recommendations now before the Board of Trustees regarding initial applications, reappointments, request for additional privileges, advance from provision al status and release from proctoring and resignations has been predicated upon the required reviews, including all supporting documentation, Be it therefore resolved that the following medical staff be approved or reappointed (as applicable), as attached, to the organized medical staff of Kaweah Delta Health Care District for a two year period unless otherwise specified, with physician-specific privileges granted as recommended by the Chief of Service, the Credentials Committee, and the Executive Committee of the Medical Staff and as will be documented on each medical staff member’s letter of initial application approval and reappointment from the Board of Trustees and within their individual credentials files.

11. REPORTS

- 11.1.** Chief of Staff – Report relative to current Medical Staff events and issues. *Byron Mendenhall, MD, Chief of Staff*
- 11.2.** Chief Executive Officer Report -Report relative to current events and issues. *Gary Herbst, Chief Executive Officer*
- 11.3.** Board President - Report relative to current events and issues. *Nevin House, Board President*

In compliance with the Americans with Disabilities Act, if you need special assistance to participate at this meeting, please contact the Board Clerk (559) 624-2330. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Kaweah Delta Health Care District Board of Directors meeting.

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KAWEAH DELTA HEALTH CARE DISTRICT

BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KAWEAH DELTA HEALTH CARE DISTRICT

BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KAWEAH DELTA HEALTH CARE DISTRICT

BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KAWEAH DELTA HEALTH CARE DISTRICT

BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KAWEAH DELTA HEALTH CARE DISTRICT

BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KAWEAH DELTA HEALTH CARE DISTRICT

BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KAWEAH DELTA HEALTH CARE DISTRICT

BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KAWEAH DELTA HEALTH CARE DISTRICT

BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KAWEAH DELTA HEALTH CARE DISTRICT

BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

BOARD OF DIRECTORS MEETING – CLOSED SESSION

KDHCD - BOARD OF DIRECTORS MEETING

MONDAY JULY 27, 2020

CLOSED MEETING SUPPORTING DOCUMENTS

PAGES 7-36

MINUTES OF THE OPEN MEETING OF THE KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS - WEDNESDAY MAY 27, 2020 8:30AM, IN THE KAWEAH DELTA MEDICAL CENTER SUPPORT SERVICES BUILDING COPPER ROOM AND VIA GOTO MEETING (CALL IN OPTION DUE TO STAY IN PLACE ORDER BY GOVERNOR OF CALIFORNIA) NEVIN HOUSE PRESIDING

PRESENT: Directors Francis, Gipson, Havard Mirviss, Hawkins & House; G. Herbst, CEO, B. Mendenhall, MD, Chief of Staff, C. Moccio, Recording T. Rayner, SVP & COO; R. Sawyer, VP & CNO, M. Tupper, VP & CFO; D. Cox, VP Chief Human Resources Officer, M. Mertz, VP Chief Strategy Officer, D. Leeper, VP & CIO; R. Gates, VP Population Health; A. Banerjee, VP Chief Quality Officer; D. Allain, VP Cardiac & Surgical Services; D. Lynch, Legal Counsel

The meeting was called to order at 8:30AM by Director House.

Director House asked for approval of the agenda.

MMSC (Havard Mirviss/Gipson) to approve the open agenda. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

PUBLIC PARTICIPATION – none

Director House called for the approval of the closed agenda.

APPROVAL OF THE CLOSED AGENDA – 8:31AM

- 4.1. **Approval of closed meeting minutes** – April 27, 2020 and April 29, 2020.
- 4.2. **Credentialing** - Medical Executive Committee (MEC) requests that the appointment, reappointment and other credentialing activity regarding clinical privileges and staff membership recommended by the respective department chiefs, the credentials committee and the MEC be reviewed for approval pursuant to Health and Safety Code 1461 and 32155 – *Byron Mendenhall, MD, Chief of Staff*
- 4.3. **Quality Assurance** pursuant to Health and Safety Code 32155 and 1461, report of quality assurance committee — *Byron Mendenhall, MD, Chief of Staff*
- 4.4. **Conference with Legal Counsel – Anticipated Litigation** – Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) – 2 Cases – *Anu Banerjee, VP & Chief Quality Officer and Dennis Lynch, Legal Counsel*

MMSC (Havard Mirviss/Francis) to approve the closed agenda. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

ADJOURN - Meeting was adjourned at 8:31AM

Nevin House, President
Kaweah Delta Health Care District and the Board of Directors

ATTEST:

David Francis, Secretary/Treasurer
Kaweah Delta Health Care District Board of Directors

MINUTES OF THE OPEN MEETING OF THE KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS - WEDNESDAY MAY 27, 2020 8:50AM, IN THE KAWEAH DELTA MEDICAL CENTER SUPPORT SERVICES BUILDING COPPER ROOM AND VIA GOTO MEETING (CALL IN OPTION DUE TO STAY IN PLACE ORDER BY GOVERNOR OF CALIFORNIA) NEVIN HOUSE PRESIDING

PRESENT: Directors Francis, Gipson, Havard Mirviss, Hawkins & House; G. Herbst, CEO, B. Mendenhall, MD, Chief of Staff, C. Moccio, Recording T. Rayner, SVP & COO; R. Sawyer, VP & CNO, M. Tupper, VP & CFO; D. Cox, VP Chief Human Resources Officer, M. Mertz, VP Chief Strategy Officer, D. Leeper, VP & CIO; R. Gates, VP Population Health; A. Banerjee, VP Chief Quality Officer; D. Allain, VP Cardiac & Surgical Services; D. Lynch, Legal Counsel

The meeting was called to order at 9:00AM by Director House.

Director House entertained a motion to approve the agenda.

MMSC (Havard Mirviss/Hawkins) to approve the open agenda. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

PUBLIC/MEDICAL STAFF PARTICIPATION

- None.

CLOSED SESSION ACTION TAKEN: Approval of closed minutes April 27, 2020.

OPEN MINUTES – Request approval of the April 27, 2020 and April 29, 2020 meeting minutes.

MMSC (Havard Mirviss/Francis) to approve the open minutes from the April 27, 2020 and April 29, 2020 open board of directors meeting. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

QUALITY REPORT – Status of the Kaweah Delta fiscal year 2020 goals — Ed Largoza, Laura Goddard, Sandy Volchko, and Malinda Tupper

- A review of the status of Excellent Service, Ideal Work Environment, Outstanding Health Outcomes, and Financial Strength (copy attached to the original of these minutes and considered a part thereof)
- There will be goals established at the end of June that will go into effect July 1st.

CONSENT CALENDAR – Director House entertained a motion to approve the consent calendar as submitted.

MMSC (Havard Mirviss/Gipson) to approve the consent calendar as submitted. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

7.1. POLICIES

- A. Administrative

- Care and Referral of Patient Presenting with Unstable Behavioral Health Conditions – AP.48 (revised)
- Currency Verification – AP.144 (revised)
- District Facsimile (FAX) and Email communication –AP.71 (revised)
- Suspected child and or elder dependent adult abuse reporting – AP.66 (revised)
- Credit and Collection Policy – AP.141 (revised)
- Donor Recognition Policy Regarding Naming Opportunities – AP.172 (reviewed)

B. Human Resources

- Employee Handbook – HR.94
- Employee Reduction in Force – HR.221 (revised)
- Education Assistance – HR.49 (revised)

7.2. BOARD COMMITTEE MINUTES

- A. Audit and Compliance Committee (02/18/2020)
- B. Finance, Property, Services, and Acquisition Committee (02/20/2020)
- C. Human Resources (02/26/2020)
- D. Marketing and Public Affairs (03/04/2020)
- E. Academic Development (03/12/2020)
- F. Quality Council (03/12/2020)
- G. Information Systems (03/13/2020)
- H. Finance, Property, Services, and Acquisition Committee (03/19/2020)
- I. Marketing and Public Affairs (04/01/2020)
- J. Finance, Property, Services, and Acquisition Committee (04/22/2020)
- K. Quality Council (05/14/2020)

7.3. Resolution 2075 for Christopher Stalcup vs. Kaweah Delta Health Care District.

7.4. Resolution 2076 for Dallana Guadalupe Zavala, Zaide Johana Zavala, Nathaniel Raya, Pedro Montano JR., by and through their Guardian ad Litem, Pedro Montano Martinez vs. Kaweah Delta Health Care District.

7.5. Recommendations from the Medical Executive Committee (May 2020)

- A. Privileges in Anesthesia
- B. Formation of new department: Psychiatry and Neurosciences
- C. Medical Staff Policies & Procedures
 - MS54 COVID-19 Repeat Testing Guidelines (New)
 - MS 47 Code of Conduct for Medical Staff & Advanced Practice Providers (Revised)
 - MS48 Credentialing & Privileges of Medical Staff & Advanced Practice Providers (Revised)

FINANCIALS – Review of the most current fiscal year 2020 financial results (copy attached to the original of these minutes and considered a part thereof) - *Malinda Tupper, VP & Chief Financial Officer*

- Following a review of the current financial, Ms. Tupper and Mr. Herbst proposed to the Board to hold two study sessions to prepare for the upcoming annual budget review and approval by the Board on June 29th. Ms. Tupper proposed meeting on June 11th and June 25th as in depth study sessions relative to the budget.

CREDENTIALING – Byron Mendenhall, MD –Chief of Staff - Medical Executive Committee request that the appointment, reappointment and other credentialing activity regarding clinical privileges and staff membership recommended by the respective department chiefs, the credentials committee and the Medical Executive Committee be reviewed for approval.

Director House requested a motion for the approval of the credentials report excluding Robert Bell, DDS {copy attached to the original of these minutes and considered a part thereof}.

MMSC (Francis/Havard Mirviss) Whereas a thorough review of all required information and supporting documentation necessary for the consideration of initial applications, reappointments, request for additional privileges, advance from provisional status and release from proctoring and resignations (pursuant to the Medical Staff bylaws) has been completed by the Directors of the clinical services, the Credentials Committee, and the Executive Committee of the Medical Staff, for all of the medical staff scheduled for reappointment, Whereas the basis for the recommendations now before the Board of Trustees regarding initial applications, reappointments, request for additional privileges, advance from provisional status and release from proctoring and resignations has been predicated upon the required reviews, including all supporting documentation, Be it therefore resolved that the following medical staff, excluding Emergency Medicine Providers as highlighted on Exhibit A (copy attached to the original of these minutes and considered a part thereof), be approved or reappointed (as applicable), to the organized medical staff of Kaweah Delta Health Care District for a two year period unless otherwise specified, with physician-specific privileges granted as recommended by the Chief of Service, the Credentials Committee, and the Executive Committee of the Medical Staff and as will be documented on each medical staff member's letter of initial application approval and reappointment from the Board of Trustees and within their individual credentials files. *This was supported unanimously by those present. Vote: Yes –Gipson, Francis, Havard Mirviss, Hawkins, and House*

Director House requested a motion for the approval of the credentials for Robert Bell, DDS {copy attached to the original of these minutes and considered a part thereof}.

MMSC (Havard Mirviss/Francis) Whereas a thorough review of all required information and supporting documentation necessary for the consideration of initial applications, reappointments, request for additional privileges, advance from provisional status and release from proctoring and resignations (pursuant to the Medical Staff bylaws) has been completed by the Directors of the clinical services, the Credentials Committee, and the Executive Committee of the Medical Staff, for all of the medical staff scheduled for reappointment, Whereas the basis for the recommendations now before the Board of Trustees regarding initial applications, reappointments, request for additional privileges, advance from provisional status and release from proctoring and resignations has been predicated upon the required reviews, including all supporting documentation, Be it therefore resolved that the following

medical staff, excluding Emergency Medicine Providers as highlighted on Exhibit A (copy attached to the original of these minutes and considered a part thereof), be approved or reappointed (as applicable), to the organized medical staff of Kaweah Delta Health Care District for a two year period unless otherwise specified, with physician-specific privileges granted as recommended by the Chief of Service, the Credentials Committee, and the Executive Committee of the Medical Staff and as will be documented on each medical staff member's letter of initial application approval and reappointment from the Board of Trustees and within their individual credentials files. *This was supported unanimously by those present. Vote: Yes – Havard Mirviss, Hawkins, and House Abstained: Director Gipson*

COVID-19 NEXT STEPS

- In depth discussion relative current messaging and proposed messaging relative to information about COVID-19 from Kaweah Delta.

CHIEF OF STAFF REPORT – Report from Byron Mendenhall, MD – Chief of Staff

- Leadership has done a great job getting mask and PPE to the medical staff, moving into a normal rhythm.
- The Medical Staff leadership is anticipating that the operating rooms are going to be very busy catching up with the backlog. Dr. Wiseman and Brian Piearcy did a great job putting a plan together to open surgeries back up. Patients are coming in sicker than they should because they did not want to come into the hospital due to COVID-19.

CHIEF EXECUTIVE OFFICER REPORT – Report relative to current events and issues - *Gary Herbst, Chief Executive Officer*

- Staff that are current telecommuting, due to COVID19, will continue to work offsite until after the 4th of July holiday.
- We continue to have units reserved for COVID-19 patients should we have a surge of inpatient cases. Staffing would be our biggest challenge as we have a number of nurses out on quarantine (approximately 40 nursing staff).
- We started to do elective surgeries last Monday with a minimum number of inpatients and we have doubled our surgical volume from over the past few months.
- Good news this week and commend Marc and Liz Wynn grant application California. health facilities financing childrens program of 2018 grand funding for pediatric care we applied \$2.4 million and we have been awarded a grant of \$2.4 million and it allows for us to use \$1.7 towards our Tulare rural health clinic.
- This Friday submitting our FQHC reapplication to HRSA. Today @ noon joining Tulare County Clinic and at 2:00 calling United Health Centers requesting a letter of support. We have received several support letters from other FQHC's.
- Surgery Center will restart surgeries on Monday as their surgery are non-emergent. They requested if we can do all the COVID-19 testing for their patients however, we do not have the work force or supplies so they will follow the screening process and treat each patient with the assumption that they are positive.

BOARD PRESIDENT REPORT – Report from Nevin House, Board President

- Discussion about concerns about COVID-19 cases in surrounding communities and other cities/counties in the state. Thanked Executive Team and Medical Staff leadership for their efforts and leadership throughout the COVID-19 pandemic.

APPROVAL OF THE CLOSED AGENDA

- **CEO Evaluation** – Discussion of with the Board and the Chief Executive Officer relative to the evaluation of the Chief Executive Officer pursuant to Government Code 54957(b)(1) – *Dennis Lynch, Legal Counsel & Board of Directors*

MMSC {Havard Mirviss/Gipson} to approve the closed agenda. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

Adjourn - Meeting adjourned at 11:28AM

Nevin House, Board President
Kaweah Delta Health Care District and the Board of Directors
Thereof

ATTEST:

David Francis, Secretary/Treasurer
Kaweah Delta Health Care District Board of Directors

MINUTES OF THE OPEN MEETING OF THE KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS - WEDNESDAY MAY 27, 2020 11:47AM, IN THE KAWEAH DELTA MEDICAL CENTER SUPPORT SERVICES BUILDING COPPER ROOM AND VIA GOTO MEETING (CALL IN OPTION DUE TO STAY IN PLACE ORDER BY GOVERNOR OF CALIFORNIA) NEVIN HOUSE PRESIDING

PRESENT: Directors Francis, Gipson, Havard Mirviss, Hawkins & House; G. Herbst, CEO, C. Moccio, Recording; D. Lynch, Legal Counsel

The meeting was called to order at 11:47AM by Director House.

Director House entertained a motion to approve the agenda.

MMSC (Hawkins/Havard Mirviss) to approve the open agenda. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

CHIEF EXECUTIVE OFFICER CONTRACT – Compensation review and adjustment / review and approval of Chief Executive Officer Contract – Dennis Lynch, Legal Counsel

- Mr. Lynch noted that the Board in closed session was present with the following information and is now requested to approve the following as a result of the serious negative impact on personal and financial conditions COVID-19 has taken on Kaweah Delta and its Medical Staff and employees:
 - The Executive Team will be taking a 10% reduction for approximately 3 months to support the fund to assist employees adversely affected by COVID-19.
 - Approval of the Third addendum to the CEO agreement which became effective July 1, 2018 at the request of Mr. Gary Herbst.
 - Reduce the salary of the CEO by 20% for a period of approximately 3 months (May 3, 2020 through July 31, 2020).
 - To waive any opportunity for an adjustment in his total potential cash compensation for the third year of the agreement.
 - To waive any entitlement to auto expense reimbursement under Section 5 of his agreement and to return to Kaweah Delta all automobile relative expense reimbursement that he has received from Kaweah Delta since the commencement of the Agreement.

MMSC {Havard Mirviss/Hawkins} to approve and accept the recommended action with the highest commendation to the Chief Executive Officer and the Executive Team; Reduction of salary of the Executive Team by 10% for approximately 3 months to support the fund to assist employees adversely affected by COVID-19. To approve the Third addendum to the CEO agreement which became effective July 1, 2018 at the request of Mr. Gary Herbst: Reduce the salary of the CEO by 20% for a period of approximately 3 months (May 3, 2020 through July 31, 2020), waive any opportunity for an adjustment in his total potential cash compensation for the third year of the agreement, waive any entitlement to auto expense reimbursement under Section 5 of his Agreement and to return to Kaweah Delta all automobile relative expense reimbursement that he has received from Kaweah Delta since the commencement of the Agreement. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

Adjourn - Meeting adjourned at 11:54AM

Nevin House, Board President
Kaweah Delta Health Care District and the Board of Directors
Thereof

ATTEST:

David Francis, Secretary/Treasurer
Kaweah Delta Health Care District Board of Directors

MINUTES OF THE SPECIAL OPEN MEETING OF THE KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS – THURSDAY JUNE 11, 2020 3:00PM, IN THE KAWEAH DELTA MEDICAL CENTER SUPPORT SERVICES BUILDING COPPER ROOM AND VIA GOTO MEETING (CALL IN OPTION DUE TO STAY IN PLACE ORDER BY GOVERNOR OF CALIFORNIA) NEVIN HOUSE PRESIDING

PRESENT: Directors Francis, Gipson, Havard Mirviss, Hawkins & House; G. Herbst, CEO, B. Mendenhall, MD, Chief of Staff, C. Moccio, Recording T. Rayner, SVP & COO; R. Sawyer, VP & CNO, M. Tupper, VP & CFO; D. Cox, VP Chief Human Resources Officer, M. Mertz, VP Chief Strategy Officer, D. Leeper, VP & CIO; R. Gates, VP Population Health; A. Banerjee, VP Chief Quality Officer; D. Allain, VP Cardiac & Surgical Services; D. Lynch, Legal Counsel

The meeting was called to order at 3:00PM by Director House.

Director House asked for approval of the agenda.

MMSC (Hawkins/Havard Mirviss) to approve the open agenda. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

PUBLIC PARTICIPATION – none

Director House called for the approval of the closed agenda.

APPROVAL OF THE CLOSED AGENDA – 3:00PM

4.1. **Conference with Legal Counsel** – Existing Litigation - Ibarra v KDHCDC (Case # 278288) – Pursuant to Government Code 54956.9(d)(1) – Richard Salinas, *Legal Counsel & Anu Banerjee, PhD, VP & Chief Quality Officer*

MMSC (Hawkins/Francis) to approve the closed agenda. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

ADJOURN - Meeting was adjourned at 3:01PM

Nevin House, President
Kaweah Delta Health Care District and the Board of Directors

ATTEST:

David Francis, Secretary/Treasurer
Kaweah Delta Health Care District Board of Directors

MINUTES OF THE SPECIAL OPEN MEETING OF THE KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS – THURSDAY JUNE 11, 2020 3:15PM, IN THE KAWEAH DELTA MEDICAL CENTER SUPPORT SERVICES BUILDING COPPER ROOM AND VIA GOTO MEETING (CALL IN OPTION DUE TO STAY IN PLACE ORDER BY GOVERNOR OF CALIFORNIA) NEVIN HOUSE PRESIDING

PRESENT: Directors Francis, Gipson, Havard Mirviss, Hawkins & House; G. Herbst, CEO, B. Mendenhall, MD, Chief of Staff, C. Moccio, Recording T. Rayner, SVP & COO; R. Sawyer, VP & CNO, M. Tupper, VP & CFO; D. Cox, VP Chief Human Resources Officer, M. Mertz, VP Chief Strategy Officer, D. Leeper, VP & CIO; R. Gates, VP Population Health; A. Banerjee, VP Chief Quality Officer; D. Allain, VP Cardiac & Surgical Services; D. Lynch, Legal Counsel

The meeting was called to order at 3:15PM by Director House.

Director House asked for approval of the agenda.

MMSC (Hawkins/Havard Mirviss) to approve the open agenda. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

PUBLIC PARTICIPATION – none

CLOSED SESSION ACTION TAKEN – No reportable items.

ANESTHESIA PRIVILEGES - Recommendations from the Medical Staff Credentials Committee and the Medical Executive Committee (June 2020) – Anesthesia Privileges.

Byron Mendenhall, MD, Chief of Staff or Monica Manga, MD, Vice Chief of Staff

Public Participation – Members of the public may comment on agenda items before action is taken and after the Board has discussed the item.

MMSC (Havard Mirviss/Hawkins) to approve the amended anesthesia privileges as reviewed and approved by the Medical Staff Credentials Committee and the Medical Executive Committee. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

BUDGET 20/21 – Review and discussion of the budget process and assumptions that will guide the development of the 20/21 budget (copy attached to the original of these minutes and considered a part thereof) - *Malinda Tupper, VP & Chief Financial Officer*

- Following an in depth review and discussion, to prepare for the next Budget 20/21 review in two weeks, the Board requested that management put together scenarios that reflect a 0% and 1% margin.

REPORTS – No reports

ADJOURN - Meeting was adjourned at 5:45PM

Nevin House, President
Kaweah Delta Health Care District and the Board of Directors

ATTEST:

David Francis, Secretary/Treasurer
Kaweah Delta Health Care District Board of Directors

MINUTES OF THE SPECIAL OPEN MEETING OF THE KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS – WEDNESDAY JUNE 24, 2020 1:00PM, IN THE KAWEAH DELTA MEDICAL CENTER SUPPORT SERVICES BUILDING COPPER ROOM AND VIA GOTO MEETING (CALL IN OPTION DUE TO STAY IN PLACE ORDER BY GOVERNOR OF CALIFORNIA) NEVIN HOUSE PRESIDING

PRESENT: Directors Francis, Gipson, Havard Mirviss, Hawkins & House; G. Herbst, CEO, B. Mendenhall, MD, Chief of Staff, C. Moccio, Recording T. Rayner, SVP & COO; R. Sawyer, VP & CNO, M. Tupper, VP & CFO; D. Cox, VP Chief Human Resources Officer, M. Mertz, VP Chief Strategy Officer, D. Leeper, VP & CIO; R. Gates, VP Population Health; A. Banerjee, VP Chief Quality Officer; D. Allain, VP Cardiac & Surgical Services; J. Stockton, Director of Finance; D. Lynch, Legal Counsel

The meeting was called to order at 1:00PM by Director House.

Director House asked for approval of the agenda.

MMSC (Hawkins/Havard Mirviss) to approve the open agenda. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

PUBLIC PARTICIPATION – none

CLOSED SESSION ACTION TAKEN – No reportable items.

BUDGET 20/21 – Review and discussion of the budget process and assumptions that will guide the development of the 20/21 budget (copy attached to the original of these minutes and considered a part thereof) - *Malinda Tupper, VP & Chief Financial Officer*

- Following an in depth review and discussion of the 20/21 budget, the Board directed management that they want to have a monthly special Board meeting for dedicated discussion of the financials and the budget. Director House noted that during these meetings, if we are not meeting budget, management should be prepared with potential next steps so that we have stop gaps to control being out of budget. The budget will be presented on June 30th for the final review and requested approval by the Board.

TULARE CLINIC – Status report relative to the development of the Tulare Clinic – *Marc Mertz, VP & Chief Strategy Officer*

- Mr. Mertz noted that the Tulare Clinic should be completed around the beginning of 2021. Zumwalt was awarded the construction contract, this is the same company the completed the infill of the 5th and 6th floors of the Acequia Wing.

CHIEF EXECUTIVE OFFICER REPORT

- COVID update – We were hoping that we could take down the command center around mid June. We are trying to determine at what point do we start operationizing the COVID command center. Recently most phone calls are patients wanting test results. We are determining how we incorporate these duties into someone’s job responsibility.

BOARD PRESIDENT REPORT

- Board President – Reminder that when you are in public please wear a mask, you are protecting others around you.

ADJOURN - Meeting was adjourned at 3:25PM

Nevin House, President
Kaweah Delta Health Care District and the Board of Directors

ATTEST:

David Francis, Secretary/Treasurer
Kaweah Delta Health Care District Board of Directors

MINUTES OF THE OPEN MEETING OF THE KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS – MONDAY JUNE 29, 2020 3:30PM, IN THE LIFESTYLE CENTER – CONFERENCE ROOMS / 5105 W. CYPRESS AVENUE, VISALIA AND VIA GOTO MEETING (CALL IN OPTION DUE TO STAY IN PLACE ORDER BY GOVERNOR OF CALIFORNIA) NEVIN HOUSE PRESIDING

PRESENT: Directors Francis, Gipson, Havard Mirviss, Hawkins & House; G. Herbst, CEO, B. Mendenhall, MD, Chief of Staff, C. Moccio, Recording T. Rayner, SVP & COO; R. Sawyer, VP & CNO, M. Tupper, VP & CFO; D. Cox, VP Chief Human Resources Officer, M. Mertz, VP Chief Strategy Officer, D. Leeper, VP & CIO; R. Gates, VP Population Health; A. Banerjee, VP Chief Quality Officer; D. Allain, VP Cardiac & Surgical Services; J. Batth, VP of Rehabilitation & Post Acute Services; D. Lynch, Legal Counsel

The meeting was called to order at 3:30PM by Director House.

Director House asked for approval of the agenda.

MMSC (Hawkins/Havard Mirviss) to approve the open agenda. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

PUBLIC PARTICIPATION – none

Director House called for the approval of the closed agenda.

APPROVAL OF THE CLOSED AGENDA – 3:31PM

- 4.1. **Approval of closed meeting minutes** – April 29, 2020, May 27, 2020 and June 11, 2020.
- 4.2. **Conference with Legal Counsel – Anticipated Litigation** – Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) – 3 Cases – Anu Banerjee, VP & Chief Quality Officer and Dennis Lynch, Legal Counsel
- 4.3. **Credentialing** - Medical Executive Committee (MEC) requests that the appointment, reappointment and other credentialing activity regarding clinical privileges and staff membership recommended by the respective department chiefs, the credentials committee and the MEC be reviewed for approval pursuant to Health and Safety Code 1461 and 32155 – Byron Mendenhall, MD Chief of Staff
- 4.4. **Quality Assurance** pursuant to Health and Safety Code 32155 and 1461, report of quality assurance committee — Byron Mendenhall, MD Chief of Staff

MMSC (Hawkins/Francis) to approve the closed agenda. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

ADJOURN - Meeting was adjourned at 3:32PM

Nevin House, President
Kaweah Delta Health Care District and the Board of Directors

ATTEST:

David Francis, Secretary/Treasurer
Kaweah Delta Health Care District Board of Directors
48/324

MINUTES OF THE OPEN MEETING OF THE KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS – MONDAY JUNE 29, 2020 3:30PM, IN THE LIFESTYLE CENTER – CONFERENCE ROOMS / 5105 W. CYPRESS AVENUE, VISALIA AND VIA GOTO MEETING (CALL IN OPTION DUE TO STAY IN PLACE ORDER BY GOVENOR OF CALIFORINA) NEVIN HOUSE PRESIDING

PRESENT: Directors Francis, Gipson, Havard Mirviss, Hawkins & House; G. Herbst, CEO, B. Mendenhall, MD, Chief of Staff, C. Moccio, Recording T. Rayner, SVP & COO; R. Sawyer, VP & CNO, M. Tupper, VP & CFO; D. Cox, VP Chief Human Resources Officer, M. Mertz, VP Chief Strategy Officer, D. Leeper, VP & CIO; R. Gates, VP Population Health; A. Banerjee, VP Chief Quality Officer; D. Allain, VP Cardiac & Surgical Services; J. Batth, VP of Rehabilitation & Post Acute Services; D. Lynch, Legal Counsel

The meeting was called to order at 4:00PM by Director House.

Director House asked for approval of the agenda.

MMSC (Havard Mirviss/Francis) to approve the open agenda. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

PUBLIC PARTICIPATION – none

CLOSED SESSION ACTION TAKEN: Approval of closed minutes April 29, 2020.

OPEN MINUTES – Request approval of the May 27, June 11, and June 24 2020 meeting minutes. No action taken – minutes tabled until the July 27, 2020 regular Board meeting.

RECOGNITIONS – Service Excellence

- Presentation of Resolution 2077 to Estee Zamora-Bonilla, Service Excellence Award for April 2020.
- Presentation of Resolution 2079 to Alison Bradshaw, Service Excellence Award for June 2020.

RECOGNITIONS – Retirements

- Presentation of Resolution 2080 to Dru Quesnoy, Director of Marketing and Communications retiring from Kaweah Delta – 15 years
- Presentation of Resolution 2081 to Thomas Rayner, SVP & COO, retiring from Kaweah Delta – 17 years.0.

CONSENT CALENDAR – Director House entertained a motion to approve the consent calendar as submitted. Director Francis requested the removal of item 8.1A {Reports, Environment of Care}.

Public Participation – Members of the public may comment on agenda items before action is taken and after the item has been discussed by the Board.

MMSC (Havard Mirviss/Francis) to approve the consent calendar with the removal of item 8.1A {Reports, Environment of Care}. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

8.1. REPORTS

- A. Environment of Care
- B. Physician Recruitment

8.2. POLICIES

- A. Administrative
 - 1) Protocol for Moves Within Kaweah Delta Health Care District – AP.83 (revised)
 - 2) Allocation of Resources – AP.85 (revised)
 - 3) Patient Privacy Administrative and Compliance Requirements – AP.108 (revised)
 - 4) Insufficient Fund Checks (Returned Checks) – AP.120 (revised)

- 5) Traffic and Parking Regulations – AP.142 (revised)
- 6) Parking Citation Appeal – AP-143 (revised)
- 7) Mobile Device (cellular phone, smartphone, tablet, laptop) and Mobile Voice & Data Services – AP.160 (revised)
- 8) Debt Policy – AP.176 (revised)
- B. Human Resources (as reviewed and recommended for Board approval by the Human Resources Committee on June 18, 2020).
 - 1) Meal Period Rest Breaks Breastfeeding – HR.70 (revised)
 - 2) Standby and Callback Pay – HR.72 (revised)
 - 3) Docking Staff – HR.80 (revised)
 - 4) Anti-Harassment and Abusive Conduct – HR.13 (revised)
 - 5) Mobile Device and Mobile Voicemail Data – HR.160 (revised)
 - 6) Employee Reduction in Force – HR.221- (revised)
 - 7) Paid Family Leave – HR- 244 (revised)
- 8.3. Resolution 2082 rejection of claim Valerie Taylor and Michael Taylor vs. Kaweah Delta Health Care District.
- 8.4. Resolution 2083 rejection of application for leave to present a claim, Estate of James Snow, Jr. vs. Kaweah Delta Health Care District.
- 8.5. Resolution 2084 rejection of claim Jessica Conrad vs. Kaweah Delta Health Care District.
- 8.6. Kaweah Delta Health Care, Inc. appointment of Board members;
 - A. Appointment of Dianne Cox to replace Thomas Rayner effective June 29, 2020.
 - B. Appointment of Alex Lechtman, MD to replace Darrin Smith, MD effective June 29, 2020.
- 8.7. Recommendations from the Medical Executive Committee (May 2020)
 - A. Privileges
 - 1) Emergency Medicine
 - 2) Neonatology
 - B. Bylaws & Rules and Regulations Revision – Telemedicine Bylaws Excerpt

8.1A {Reports, Environment of Care} – Director Francis inquired about the Infection Prevention Comprehensive Rounds, relative to the departments that did not meet the minimum performance level of 90%, are the same departments continually missing the minimum performance level? Director Francis also inquired about what we are doing about supply storage compliance being below the minimum performance level? Director House inquired if we are doing debriefings when there is a Code Gray.

MMSC (Francis/Havard Mirviss) to approve item 8.1A {Reports, Environment of Care}. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

STRATEGIC PLANNING – Progress report and review of draft Strategic Plan for fiscal year 2020/2021 - *Marc Mertz, Vice President Chief Strategy Officer*

- Mr. Mertz presented an overview of the plan included in the Board meeting packet and entertained any questions from the Board. Mr. Mertz requested that the Board review the plan and contact him with any modifications they would like made to the plan. All changes will be incorporated and a final plan for the coming year will be submitted at the July Board

meeting for requested approval by the Board of Directors (copy attached to the original of these minutes and considered a part thereof).

2020/2021 Annual Operating and Capital Budget – Review of the annual operating and capital budget - *Malinda Tupper –Vice President & Chief Financial Officer*

- Ms. Tupper noted her appreciated for the feedback during the two extensive study session with the Board giving their real time feedback on the budget process. Ms. Tupper entertained any questions the Board may have regarding the 20/21 budget being presented to the Board this evening for their approval.

Public Participation – Members of the public may comment on agenda items before action is taken and after the item has been discussed by the Board.

MMSC (Hawkins/Havard Mirviss) Approval of the 2020/2021 Annual Operating and Capital Budget with the condition of a monthly Board study session to review and consider changes necessary to remain on budget. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

FINANCIALS – Review of the most current fiscal year 2020 financial results (*copy attached to the original of these minutes and considered a part thereof*) - *Malinda Tupper, VP & Chief Financial Officer*

CREDENTIALING – Medical Executive Committee requests that the appointment, reappointment and other credentialing activity regarding clinical privileges and staff membership recommended by the respective department chiefs, the credentials committee and the Medical Executive Committee be reviewed for approval.

Public Participation – Members of the public may comment on agenda items before action is taken and after the item has been discussed by the Board.

CREDENTIALING – Byron Mendenhall, MD –Chief of Staff - Medical Executive Committee request that the appointment, reappointment and other credentialing activity regarding clinical privileges and staff membership recommended by the respective department chiefs, the credentials committee and the Medical Executive Committee be reviewed for approval.

Director House requested a motion for the approval of the credentials report excluding Robert Bell, DDS {copy attached to the original of these minutes and considered a part thereof}.

MMSC (Havard Mirviss/Francis) Whereas a thorough review of all required information and supporting documentation necessary for the consideration of initial applications, reappointments, request for additional privileges, advance from provisional status and release from proctoring and resignations (pursuant to the Medical Staff bylaws) has been completed by the Directors of the clinical services, the Credentials Committee, and the Executive Committee of the Medical Staff, for all of the medical staff scheduled for reappointment, Whereas the basis for the recommendations now before the Board of Trustees regarding initial applications, reappointments, request for additional privileges, advance from provisional status and release from proctoring and resignations has been predicated upon the required reviews, including all supporting documentation, Be it therefore resolved that the following medical staff, excluding Emergency Medicine Providers as highlighted on Exhibit A (copy attached to the original of these minutes and considered a part thereof), be approved or reappointed (as applicable), to the organized medical staff of Kaweah Delta Health Care District for a two year period unless otherwise specified, with physician-specific privileges granted as recommended by the Chief of Service, the Credentials Committee, and the Executive Committee of the Medical Staff and as will be documented on each medical staff member's letter of initial

application approval and reappointment from the Board of Trustees and within their individual credentials files. *This was supported unanimously by those present. Vote: Yes –Gipson, Francis, Havard Mirviss, Hawkins, and House*

CHIEF OF STAFF REPORT – Report from Byron Mendenhall, MD – Chief of Staff

- Dr. Mendenhall noted that the medical staff is working on a process for physician survey follow-up.

CHIEF EXECUTIVE OFFICER REPORT – Report relative to current events and issues - *Gary Herbst, Chief Executive Officer*

- COVID update – We current have 56 positive COVID patient in house as of midday today, to date this has been our high water mark to date, and our previous peak was approximately 35 positive in-patients. The hospital is currently very full. Currently most of our COVID positive patient are being care for outside of the critical care unit.

BOARD PRESIDENT REPORT – Report from Nevin House, Board President

- No Report

APPROVAL OF THE CLOSED AGENDA

Quality Assurance pursuant to Health and Safety Code 32155 and 1461, report of quality assurance committee - Monica Manga, MD Vice Chief of Staff & Gary Herbst, CEO

Public Participation – Members of the public may comment on agenda items before action is taken and after the item has been discussed by the Board.

MMSC (Francis/Havard Mirviss) to approve the closed agenda. This was supported unanimously by those present. Vote: Yes –Gipson, Francis, Havard Mirviss, Hawkins, and House

ADJOURN - Meeting was adjourned at 6:10PM

Nevin House, President
Kaweah Delta Health Care District and the Board of Directors

ATTEST:

David Francis, Secretary/Treasurer
Kaweah Delta Health Care District Board of Directors

MINUTES OF THE SPECIAL OPEN MEETING OF THE KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS – WEDNESDAY JULY 22, 2020 9:00AM, IN THE KAWEAH DELTA MEDICAL CENTER SUPPORT SERVICES BUILDING EMERALD ROOM AND VIA GOTO MEETING (CALL IN OPTION DUE TO STAY IN PLACE ORDER BY GOVERNOR OF CALIFORNIA) NEVIN HOUSE PRESIDING

PRESENT: Directors Francis, Gipson, Havard Mirviss, Hawkins & House; G. Herbst, CEO, M. Tupper, VP & CFO; D. Cox, VP Chief Human Resources Officer, M. Mertz, VP Chief Strategy Officer, D. Leeper, VP & CIO; J. Batth, VP of Rehabilitation and Post-Acute Services; D. Allain, VP Cardiac & Surgical Services; D. Lynch, Legal Counsel

The meeting was called to order at 1:00PM by Director House.

Director House asked for approval of the agenda.

MMSC (Hawkins/Havard Mirviss) to approve the open agenda. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

PUBLIC PARTICIPATION – none

Director House called for the approval of the closed agenda.

APPROVAL OF THE CLOSED AGENDA – 9:01AM

4.1. **Conference with Real Property Negotiator {Government Code 54956.8}**: Property: APN's 119-85-012, 199-85-013, 119-85-014. Negotiating party: Kaweah Delta Health Care District: Marc Mertz and Sequoia Gateway, LLC – price and terms – *Marc Mertz, Vice President – Chief Strategy Officer*

MMSC (Hawkins/Havard Mirviss) to approve the closed agenda. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

ADJOURN - Meeting was adjourned at 9:01AM

Nevin House, President
Kaweah Delta Health Care District and the Board of Directors

ATTEST:

David Francis, Secretary/Treasurer
Kaweah Delta Health Care District Board of Directors

MINUTES OF THE SPECIAL OPEN MEETING OF THE KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS – WEDNESDAY JULY 22, 2020 10:03AM, IN THE KAWEAH DELTA MEDICAL CENTER SUPPORT SERVICES BUILDING EMERALD ROOM AND VIA GOTO MEETING - NEVIN HOUSE PRESIDING

PRESENT: Directors Francis, Gipson, Havard Mirviss, Hawkins & House; G. Herbst, CEO, C. Moccio, Recording; K. Noeske, Interim VP & CNO, M. Tupper, VP & CFO; D. Cox, VP Chief Human Resources Officer, M. Mertz, VP Chief Strategy Officer, D. Leeper, VP & CIO; R. Gates, VP Population Health; A. Banerjee, VP Chief Quality Officer; D. Allain, VP Cardiac & Surgical Services; J. Batth, VP of Rehabilitation & Post Acute Services; D. Lynch, Legal Counsel

The meeting was called to order at 10:03PM by Director House.

Director House asked for approval of the agenda.

MMSC (Hawkins/Havard Mirviss) to approve the open agenda. This was supported unanimously by those present. Vote: Yes – Gipson, Francis, Havard Mirviss, Hawkins, and House

PUBLIC PARTICIPATION – none

CLOSED SESSION ACTION TAKEN – No reportable items.

2020/2021 ANNUAL OPERATING AND CAPITAL BUDGET AND FINANCIALS – Review and discussion of the budget and the current financials (copy attached to the original of these minutes and considered a part thereof) - *Malinda Tupper, VP & Chief Financial Officer*

- Ms. Tupper reviewed with the Board projected July 20 volume and budget comparisons, COVID impact on inpatient revenue and length of stay, the financial impact on surgeries, and funding and expense update.
- Following a review of the projected volumes for July 2020 there was a question relative to the volumes presented for Cardiac Surgery cases. Ms. Tupper was requested to validate that information and present an update to the Board at the July 27, 2020 Board meeting.
- Ms. Tupper inquired if there was additional information the Board would like to have presented at the next review of the financials. Director House noted that he would like to have information presented relative to the direct impact of COVID on Kaweah Delta's bottom line – would like a year to date and monthly comparison of that data – pandemic to date and year to date. Mr. Herbst noted he would like to see the assumptions and would like to know how are we performing relative to those initiatives and how we are performing compared to budget. Mr. Herbst noted that relative to any shortfalls, management should come to the Board meeting with ideas and proposals of how to react to these shortfalls.

CHIEF EXECUTIVE OFFICER REPORT

- Mr. Herbst noted to the Board that this past Sunday the General who oversee the members of the U.S. Military came to Kaweah Delta Medical Center to check on his troops. Following the tour the General noted to Mr. Herbst that of all of the hospitals that the military is assisting in the State, that Kaweah Delta, by far, was the most prepared to receive his staff, the most organized, and that we have a very efficient and well run facility.

BOARD PRESIDENT REPORT

- Board President – Reminder that when you are in public please wear a mask, you are protecting others around you.

ADJOURN - Meeting was adjourned at 11:30AM

Kaweah Delta Health Care District and the Board of Directors

ATTEST:

David Francis, Secretary/Treasurer
Kaweah Delta Health Care District Board of Directors



RESOLUTION 2078

WHEREAS, the Department Heads of the KAWEAH DELTA HEALTH CARE DISTRICT are recognizing Nicole Phanthavong, with the Service Excellence Award for the Month of May 2020, for consistent outstanding performance, and,

WHEREAS, the Board of Directors of the KAWEAH DELTA HEALTH CARE DISTRICT is aware of her excellence in caring and service,

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the KAWEAH DELTA HEALTH CARE DISTRICT on behalf of themselves, the hospital staff, and the community they represent, hereby extend their congratulations to Nicole Phanthavong for this honor and in recognition thereof, have caused this resolution to be spread upon the minutes of the meeting.

PASSED AND APPROVED this 27th day of July 2020 by a unanimous vote of those present.

President, Kaweah Delta Health Care District

ATTEST:

Secretary/Treasurer, Kaweah Delta Health Care District
and of the Board of Directors, thereof

.1693 nrafanan lhansen "Nicole Phanthavong has just been nominated for the SERVICE EXCELLENCE AWARD by Eileen Paul

BEHAVIORAL STANDARDS OF PERFORMANCE:

- Compassionate Service: Works hard to make sure that the RN gets the bonus they've worked for.
- Personal Ownership: Keeps her promises and closes the loop in communicating changes and updates to questions.
- Professional Image: Friendly, approachable and supportive.

COMMENTS:

Nicole you are a gem in the crown of the HR department. The work that you are doing with the OTC Bonus Contracts (220 RN's to keep happy, not to mention their managers/leaders): vetting hours worked, fielding staff and manager concerns, and facilitating discussions with other HR leaders to be fair, boggles the mind. You do every job assigned to you with courtesy, respect and above and beyond expectations for professional service; every time! Nicole deserves to be considered for the Service Excellence award for exceptional service to her ""customers."" She is truly an example for others in delivery of world-class service. You are appreciated my friend!

SUPERVISOR:

Linda Hansen

This entry has been submitted to HR for consideration." epaul Thu Jan 30 2020 12:51:00 GMT-0800 (Pacific Standard Time)

**Kaweah Delta Physician Recruitment and Relations
Medical Staff Recruitment Report - July 2020**

Prepared by: Brittany Taylor, Director of Physician Recruitment and Relations - btaylor@kdhcd.org - (559)624-2899

Date prepared: 7/20/20

Central Valley Critical Care Medicine	
Adult Hospitalist	2
Intensivist	2

Delta Doctors Inc.	
OB/Gyn	1

Kaweah Delta Faculty Medical Group	
Family Medicine Associate Program Director	1
Family Medicine Core Faculty	2

Key Medical Associates	
Internal Medicine/Family Medicine	2

Other Recruitment	
Palliative Medicine	1
Colorectal Surgery	1
Anesthesiology - Cardiac	1

Valley Children's Health Care	
Maternal Fetal Medicine	2
Neonatology	1

Visalia Medical Clinic (Kaweah Delta Medical Foundation)	
Dermatology	2
Adult Primary Care	4
Gastroenterology	1
Gynecology	1
Neurology	1
OB/GYN	3
Orthopedic Surgery (Hand)	1
Otolaryngology	2
Pediatrics	1
Radiology - Diagnostic	1
Rheumatology	1
Urology	3

Candidate Activity

Specialty/Position	Group	Last Name	First Name	Availability	Referral Source	Current Status
Colorectal Surgery	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Ota, M.D.	Kyle	09/21	Current KD General Surgery resident	Offer extended
Dermatology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Maranda, M.D.	Eric	09/21	Fidelis Partners - 7/15/20	Currently under review
Dermatology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Saunders, M.D.	Kent	04/21	Fidelis Partners - 11/27/19	Site visit pending dates
Dermatology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Thibault, M.D,	Marie-Josee	08/20	Fidelis Partners - 7/10/20	Currently under review
Diagnostic Radiology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Fonte, M.D.	Joseph	TBD	Pacific Companies - 4/13/20	Site visit pending dates; Tentative - September 2020
Family Medicine	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Bland, D.O.	Scott	08/21	Direct - 9/15/19	Pending site visit in Summer 2020
Family Medicine	Delta Doctors, Inc.	Castillo, M.D.	Fausto	08/20	Direct - 5/3/20	Site visit: 7/10/20; Offer pending
Family Medicine/Core Faculty	Visalia Medical Clinic (Kaweah Delta Medical Foundation)/Kaweah Delta Faculty Medical Group	Geiger, D.O.	Michael	08/21	Direct - UCSF Fresno Career Fair	Site visit pending dates; Tentative - September 2020
Family Medicine	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Solis, M.D.	Trinidad	ASAP	Vista Staffing - 6/15/20	Pending meeting with group
Family Medicine Core Faculty	Kaweah Delta Faculty Medical Group	Al-Tai, M.D.	Zeena	08/21	Pacific Companies - 7/13/20	Currently under review
Family Medicine Core Faculty	Kaweah Delta Faculty Medical Group	Balachandran, M.D.	Banujan	08/21	Direct Referral	Currently under review

Candidate Activity

Specialty/Position	Group	Last Name	First Name	Availability	Referral Source	Current Status
Family Medicine Core Faculty	Kaweah Delta Faculty Medical Group	Mohamed, M.D.	Hashem	ASAP	Direct Referral	Currently under review
Family Medicine Core Faculty	Kaweah Delta Faculty Medical Group	Rios, M.D.	Juan	08/21	Direct Referral	Currently under review
Family Medicine	Key Medical Associates	Janvelian, M.D.	Vladimir	09/20	Carson Kolb - 11/28/18	Site Visit: 2/15/19; Offer accepted; Tentative Start Date - 9/2020
Family Medicine	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Patty, M.D.	Christina	08/20	Direct - Local Candidate	Site Visit: 2/5/19; Offer accepted; Start Date: 1/4/21
Family Medicine	Visalia Family Practice	Suleymanova, M.D.	Violetta	07/20	Direct -4/21/20 UCSF Fresno Career Fair	Offer accepted; Tentative Start Date: 7/2020
Gastroenterology	Visalia Medical Clinic	Moveji, M.D.	Sharareh	09/20	Comp Health - 7/13/20	Currently under review
GI Hospitalist	Valley Hospitalist Medical Group	Eskandari, M.D.	Armen	08/20	Direct Referral	Site Visit: 6/5/20; Interested in a 3-4 month trial period. Start date: 7/23/2020
Hospitalist	Central Valley Critical Care Medicine	Aung, M.D.	Khin	TBD	Vista Staffing - 2/15/20	Site visit pending dates
Hospitalist	Central Valley Critical Care Medicine	Ching, M.D.	Steven	TBD	Direct - 5/11/20	Currently under review
Hospitalist	Central Valley Critical Care Medicine	Elagnaf, M.D.	Mohamed	TBD	PracticeLink	Currently under review
Hospitalist	Central Valley Critical Care Medicine	Gazi, M.D.	Tawhid	TBD	PracticeMatch 4/28/20	Currently under review
Hospitalist	Central Valley Critical Care Medicine	Lee, M.D.	Wilson	TBD	Vista Staffing Solutions 3/9/20	Currently under review

Candidate Activity

Specialty/Position	Group	Last Name	First Name	Availability	Referral Source	Current Status
Hospitalist	Central Valley Critical Care Medicine	Moers, D.O.	Diana	08/20	Direct - PracticeLink 3/24/2020	Offer accepted; Contract in process
Hospitalist	Central Valley Critical Care Medicine	Patadia, M.D.	Sasha	08/20	Direct email	Currently under review
Hospitalist	Central Valley Critical Care Medicine	Portgual, M.D.	Lesley	TBD	Vista Staffing - 2/6/2020	Site visit pending dates
Hospitalist	Central Valley Critical Care Medicine	Rayale, M.D.	Mahad	TBD	Direct	Currently under review
Hospitalist	Central Valley Critical Care Medicine	Sherpa, M.D.	Meena	TBD	PracticeLink - 5/7/20	Currently under review
Hospitalist	Central Valley Critical Care Medicine	Diramerian, M.D.	Liza	08/20	Referral - Dr. Umer Hayyat	Site Visit: 12/17/19; Offer accepted
Hospitalist	Central Valley Critical Care Medicine	Hayyat, M.D.	Umer	08/20	Practice Link	Site Visit: 8/14/19; Start Date: 9/15/20
Hospitalist	Valley Hospitalist Medical Group	Kalsi, M.D.	Ramneek	08/20	Direct - UCSF Fresno Residency Program	Offer accepted; Start date pending: August 2020
Hospitalist	Valley Hospitalist Medical Group	Kim, M.D.	Matthew	08/20	Direct - Current KDH Resident	Offer accepted: 8/12/20
Hospitalist	Valley Hospitalist Medical Group	Manalaysay, D.O.	April	08/20	Direct - UCSF Fresno Residency Program	Offer accepted; Start date pending: August 2020
Hospitalist	Valley Hospitalist Medical Group	Mann, M.D.	Jasneet	08/20	Direct - Current KDH Resident	Offer accepted; Start date: 8/4/20
Hospitalist	Central Valley Critical Care Medicine	Ramakuri, M.D.	Monica	08/20	Vista Staffing - 7/19/2020	Start date pending credentialing
Hospitalist	Central Valley Critical Care Medicine	Upton, M.D.	Tracy	07/20	Vista Staffing - 9/12/19	Site Visit: 10/17/19; Offer accepted; Start Date: 7/22/20

Candidate Activity						
Specialty/Position	Group	Last Name	First Name	Availability	Referral Source	Current Status
Hospitalist	Valley Hospitalist Medical Group	Zhao, D.O.	Lu	08/20	Direct - UCSF Fresno Residency Program	Offer accepted; Start date pending: August 2020
Intensivist	Central Valley Critical Care Medicine	Arab, M.D.	Talal	08/20	Vista Staffing - 1/18/20	Virtual Interview: 6/18/20
Intensivist	Central Valley Critical Care Medicine	Hanna, M.D.	Sameh	08/20	Vista Staffing Solutions	Currently under review
Intensivist/Cardiac Anesthesia	Central Valley Critical Care Medicine	Huh, M.D.	Marc	TBD	Comp Health - 4/2/20	Pending f/up on Intensivist opportunity. Practicing as locums with Somnia as Cardiac Anesthesiologist for 12-weeks.
Intensivist	Central Valley Critical Care Medicine	Nishi, M.D.	Gregg	07/20	PracticeLink - 4/1/20	Currently under review
Intensivist	Central Valley Critical Care Medicine	Schreiber, M.D.	Gilbert	ASAP	Direct	Currently under review
Intensivist	Central Valley Critical Care Medicine	John, D.O.	Avinaj	08/21	Vista Staffing - 10/25/19	Site visit: 12/13/19; Offer accepted
Intensivist	Central Valley Critical Care Medicine	Rubinchkova, M.D.	Yelena	07/20	Fidelis Partners - 8/14/19	Site Visit: 10/21/19; offer accepted; Start Date: July 17, 2020
Internal Medicine	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Malik, M.D.	Sara	08/21	Direct - Dr. Umer Hayyat's spouse	Site visit pending dates - Summer 2020
Pediatric Hospitalist	Valley Children's Hospital	Loomba, M.D.	Ashish	06/20	Valley Children's - 3/26/2020	Virtual Interview and Site Visit: 4/12/20; Offer accepted; Start date: 7/1/2020
Psychiatry	Precision Psychiatry	Dailey, D.O.	Mark	07/20	Precision Psychiatry - 6/10/2020	Offer accepted; Tentative Start Date: 7/2020
Psychiatry	Precision Psychiatry	Singh, M.D.	Jasbir	07/20	Precision Psychiatry - 6/10/2020	Offer accepted; Tentative Start Date: 8/2020 - Pending hospital privileges

Candidate Activity

Specialty/Position	Group	Last Name	First Name	Availability	Referral Source	Current Status
Urology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Hamdi, M.D.	Anas	08/22	Direct - Referral	Site visit pending - Late 2020
Urology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Patel, M.D.	Neil	TBD	Los Angeles Career MD Fair 5/7/20	Tentative Site visit - 7/30/20
Urology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Talanki, M.D.	Varun	08/21	HealthCareers - 1/24/2020	Site visit pending dates



Policy Number: AP69	Date Created: 06/07/2007
Document Owner: Cindy Moccio (Board Clerk/Exec Assist-CEO)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
Requirement for Contracting with Outside Service Providers	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

POLICY: Kaweah Delta Health Care District (“District” or “KDH”) enters into contracts with various providers for services. A contract may be department, division and/or entity-specific or it may incorporate the entire District.

Each Senior Vice President, Vice President or his/her designee through formal designation shall be responsible for monitoring, negotiating and executing contracts pertaining to their Division. All contracts shall be reviewed and executed according to the standard procedures outlined in this policy.

REFERENCES:

- [AP96 Public Bidding of Construction Contracts](#)
- [AP156 Standard Purchasing Practices](#)
- [AP166 Competitive Bidding of Contracts](#)
- [AP167 Quote and Proposal Guidelines](#)
- [CP03 Physician Relationships](#)

Definitions:

“Contract” means a contract, agreement, engagement letter, letter of understanding, statement of work, memorandum of understanding or other legal document which binds a third party to perform services on behalf of the District.

“Contracted services directly affecting patient care” are defined as contracted agreements for providing care, treatment and/or services to patients. These would include any services that are needed to provide care to patients at the District.

“Clinical contracted services” are defined as those contracted services that provide both direct (e.g., temporary staffing) and indirect (e.g., dietary services) patient care services. This would include services such as equipment maintenance and service contracts, but it would not include contracted arrangements such as landscaping or other exclusively administrative services. The same level of care must be provided whether the District provides these services directly or

Requirement for Contracting with Outside Service Providers

through contract services. District leadership must oversee the contracted service to make sure they are provided safely and efficiently in compliance with Centers for Medicare and Medicaid Services and The Joint Commission contracting requirements. The "Quality Term" provision, as outlined in section F1 of this policy, is required for these types of agreements (See F1 – Quality Term)

"Goods" are defined as a purchase of a single piece of equipment or disposable items that are used in the business of the District. Included in this definition is the purchase of software license agreements that are independent of any software support agreement.

"Services" are defined as the furnishing of time and effort by a contractor that binds a third party to perform services on behalf of the District.

"Protected Health Information (PHI)" is defined as any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; (ii) the provision of health care to an individual; (iii) the past, present, or future payment for the provision of health care to an individual; or (iv) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103,164.501. Protected Health Information includes Electronic Protected Health Information as defined above.

"Business Associate Agreement/Addendum" is defined as a legal document between a healthcare provider and a third party that will create, receive, maintain, or transmit Protected Health Information of our patients and/or employees.

PROCEDURE:

When a Senior Vice President, Vice President or his/her designee is contemplating a new contract, the following steps shall be taken:

- I. Items to consider (see Flowchart in Exhibit A): Consider the economic implications of a contract arrangement or other alternatives that may be available. Economic consideration must be documented on the Contract checklist Exhibit B.
 - A. Lease versus buy decision
 - B. In-house versus out-source decision
 - C. Administrative Policy AP96 "Public Bidding of Construction Contracts"
 - D. Administrative Policy AP156 "Standard Procurement Practices"
 - E. Administrative Policy AP166 "Competitive Bidding of Contracts"

Requirement for Contracting with Outside Service Providers

F. Administrative Policy AP167 “Quote and Proposal Guidelines”

G. Compliance Policy CP03 “Physician Relationships”

II. Determine when a contract is required (see Flowchart in Exhibit A):

A. Purchase of Goods: All purchases of goods must adhere to District Administrative Policy AP156 and a service contract is not required.

B. Purchase of Services: Services includes but are not limited to general service agreements, independent contractor agreements and professional services. Any purchase of services must adhere to District Administrative Policy AP167.

1. Services directly affecting patient care: A contract is required regardless of the cost.

2. Services that do not directly affect patient care:

a) If the cost of the service being retained exceeds \$10,000 annually and has a contract service life greater than 30 days, a contract is required.

b) If the cost of the service being retained is **LESS THAN \$10,000 BUT:**

(1) engages services from or to a physician (a contract is **REQUIRED** contact the Compliance Department. (Follow CP03)

(2) engages Information Technology (IT) services (will not require a contract but requires written pre-approval by the Chief Information Office (CIO)

(3) engages the services of an employee, contact HR.

†

III. Determine if an Associate “Agreement” or “Addendum” (BAA) is required

A. A Business Associate Agreement is required if the third party **DOES NOT** meet the criteria for a contract mentioned in Section I of this policy.

B. A Business Associate Addendum is required when using the third party’s contract **NOT** the KDHC contract template.

1. Examples of when a BAA is required include, but are not limited to, claims processing or administration, data analysis, utilization review, quality assurance, patient safety activities, billing, benefit management, practice management, legal, actuarial, accounting, consulting, data aggregation, management services, administrative services, accreditation services or financial services.

Requirement for Contracting with Outside Service Providers

2. Note: The Business Associate rule does not apply to disclosures by Kaweah Delta to a health care provider for the purpose of treating a patient. Furthermore, incidental contact and/or viewing (service or maintenance agreements) of PHI do not require the use of a BAA; as long as the incidental contact by the third party does not result in the creation, receipt, or transmission of PHI. In situations where a third party may have incidental contact with PHI, a Confidentiality Statement may be used in place of a BAA.
3. For any modification requests to the KDHCD BAA template, contact the Compliance Department.

IV. Determine if a KDHCD Contract Template should be used

When negotiating contractual obligations with a third party, every effort should be made to utilize the District's standard contract templates described below. In the event the contracted party refuses to use the District's standard contract template, please refer to section V. below. If terms are significantly different, the contract changes must be reviewed and approved by the VP or SVP. Contract templates, samples of standard language for general provisions and the contract checklist are located on Finance Online under Brain/ Mgmt Team/ Contracts/Contract forms.

- A. **The Independent Contractor template** – Contact the HR department.
- B. **The General Service template** - used when negotiating services to be provided to or from a third party – Contact the Materials Management department.
- C. **The Professional Service (Physician Contracts) Agreement template** - used when negotiating clinical services to be provided to or from a third party – Contact the Compliance department.
- D. **The Transfer Agreement template** - used when negotiating services to be provided by or for another health care entity for reciprocal inter-facility transfers – Contact Care Management / Materials Management.

V. Determine what Language requirements must be included in the contract, if a District contract template is not used

- A. Each contract must use the District's legal name of "**Kaweah Delta Health Care District ("DISTRICT")**, a local health care district organized and existing under the laws of the State of California, Health and Safety Code §§ 32000 *et seq.*," and the other party's full legal name.
- B. Responsibilities and services as well as compensation shall be specifically delineated with timing and processes clearly outlined.

C. Insurance clause shall include:

1. Other party's responsibilities to carry, at own costs, general liability insurance, workers compensation insurance, professional liability insurance, and unemployment insurance to protect against loss relating to their employees during the term of this agreement. Such policies must be obtained from a professional insurance carrier and provide for at least thirty (30) days prior written notice to District of cancellation or modification. If other party is self-insured, self-insured policy must state that the trust assets available must exceed the one million/three millions limits of liability.
2. That the third party will provide District with certificates of insurance when applicable.
3. That the District is self-insured for both General and Professional Liability purposes. The self-insured program has been in place since 1977, is reviewed annually by a licensed actuary and is audited annually by its financial auditors. The trust assets available exceed the one million/three million limits of liability.
4. That the District shall be named as an additional insured on worker's compensation and employer's liability policies.

D. Term and termination clauses shall include

1. A set termination date rather than automatic renewal ("evergreen" clause);
2. The ability to terminate without cause with 30-90 day notice;
3. The ability to terminate for breach if breach is not cured within a specified number of days.
4. **Exceptions** to the termination date includes agreements such as Transfer Agreements, Business Associate Agreements, Hospice Facility Provider Agreements, and Ownership Agreements, such as Partnerships and Joint Ventures, and contracts satisfied by completion of a project obligation. Other exceptions to the termination date must be reviewed and approved by the VP or SVP.

E. Indemnification clauses shall:

1. Only govern the services under contract;
2. Not increase the District's liability beyond the value of the contract;
3. Not limit the other party's liability to the dollar value of the contract;

Requirement for Contracting with Outside Service Providers

4. Make each party responsible for the errors and omissions of their own employees.

F. Other Specific language or provisions that must be included are described below. Examples of each provision are located on Finance Online Contracting Module/KDHCD Required Language Template:

1. **Quality – This standard applies to contracted agreements for providing care, treatment and/or services to patients.**

Contractor shall provide its services to Kaweah Delta Health Care District (KDHCD) in accordance with high professional standards of care in the area and consistent with the quality standards of KDHCD as determined by the applicable oversight committee, applicable standards of TJC, and KDHCD's quality assurance/performance improvement programs and in compliance with all laws and regulations.

2. **Waiver** – Any waiver granted by a party must be in writing to be effective and shall apply solely to the specific instance expressly stated.

3. **Assignment** - Agreement cannot be transferred or encumbered by without the prior written consent of both parties.

4. **Third Party Beneficiary Rights** – No other party can benefit from the contract.

5. **Compliance with laws** – Each party will comply with all state, local and federal laws, ordinances, codes and regulations. In the event of any changes reasonable efforts to revise this Agreement to conform and comply with such changes will be made.

6. **Applicable Law; Venue** – All disputes will be heard in the Superior Court of the County of Tulare, Visalia Division, State of California. **Exceptions to this requirement must be reviewed and approved by the responsible VP.**

7. **Severability** – If the courts find a section of the contract legally invalid or unenforceable, the remainder of the Agreement shall not be affected.

8. **Amendment** - The Agreement may be modified or amended only by mutual written agreement signed by all the parties.

9. **Attorney fees** – If there is a dispute, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred.

10. **OIG Contracting Exclusion** - CONTRACTOR represents that neither it nor any of its officers, directors, employees, subcontractors or agents is on the General Services Administration's list of parties excluded from federal

Requirement for Contracting with Outside Service Providers

procurement programs and is not debarred by the U.S. Food and Drug Administration.

11. **The Joint Commission accreditation clause** - Must be included if the other party is accredited.
12. **Access to Books and Records clause** - Must be included in every contract where the value of services equals or exceeds \$10,000 in a twelve (12) month period or when the contracted services directly affect patient care.
13. **District Professional and Administrative on Responsibilities clause** – Must be included if the contract is a Consultant, Medical Director or Professional Services Contract.

VI Determine if contract checklist needs to be completed (**Exhibit B**): The contract checklist must be completed for all contracts that are not prepared by Legal counsel.

Formatted: Not Highlight

VII Determine who has to review the contract before it is signed: Except for contracts prepared by Legal counsel, before a contract can be signed it must be reviewed by the following. **Approval must be acknowledged in the contract checklist.**

Formatted: Not Highlight

A. **Special Review** – Prior to a contract being signed contracts must be reviewed and approved by appropriate personnel as described below;

1. Vice President/Chief Information Officer for agreements or purchases relating to IT systems, software, telecommunications or any other IT contract.
2. Chief Financial Officer or designee for agreements relating to equipment leases or rental agreements in excess of \$25,000.
3. VP of Human Resource or designee for any of the following situations: all staffing and recruiting agreements, independent contractor agreements when the contractor performs work that is performed or could be performed by an employee, or any independent contractor agreement when the income reporting identifier is the contractor's Social Security number
4. Director of Risk Management for agreements that do not have the District's approved standard insurance and indemnification language or by nature of the contract the responsible VP believes could expose the District to a high or unusual liability risk.
5. Responsible VP or SVP for any third party contract that has terms and language that is significantly different from the KDHCD contract template.

Requirement for Contracting with Outside Service Providers

6. Compliance Department for any Business Associate Agreement or Business Associate Addendum where the District standard template is not used or the District standard template language is modified.

B. Final Review – Contract draft and completed contract checklist with all pertinent vendor selection documentation must be submitted for review to either the:

1. Director of Procurement and Logistics or Contract Agent for preventative maintenance agreements or other non-physician related service contracts.

2. Compliance Department for physician related contracts.

VIII Ensure appropriate signor(s) for a service contract and/or BAA Only after VII above has been completed, the contract can be signed. All contracts MUST be signed by the Chief Executive Officer, Senior Vice President or Vice President of the District or their approved designee. A list of authorized District signors can be found on Finance Online under Brain/Mgmt Team/ Contracts/Contract forms.

Formatted: Not Highlight

IX Ensure executed contracts get are submitted appropriately Once Steps I through VIII have been completed, submit a copy of the fully executed contract along with the completed checklist and any other appropriate documentation to the Contract Agent in the Materials Management Department (Non-physician contracts) or Compliance Department (Physician contracts) for retention. All contracts must be retained for a minimum of six (6) years. Failure to complete any of the above steps will result in delay or non-payment to the vendor.

Formatted: Not Highlight

Requirement for Contracting with Outside Service Providers

- ~~AP46 Commercial Card Expense (CCER) Program~~
- ~~AP135 Capital Budget Purchases~~
- ~~AP156 Standard Purchasing Practices~~
- ~~AP166 Competitive Bidding of Contracts~~
- ~~AP167 Quote and Proposal Guidelines~~

Let

~~“Contract” means a contract, agreement, engagement letter, letter of understanding, statement of work, memorandum of understanding or other legal document which binds a third party to perform services on behalf of the District.~~

~~“Contracted services directly affecting patient care” means contracted agreements for providing care, treatment and/or services to patients. These would include any services that are needed to provide care to patients at the District. A clinical contracted services is defined as those contracted services that provide both direct (e.g., temporary staffing) and indirect (e.g., dietary services) patient care services. This would include services such as equipment maintenance and service contracts, but it would not include contracted arrangements such as landscaping or other exclusively administrative services. The same level of care must be provided whether the District provides these services directly or through contract services. District leadership must oversee the contracted service to make sure they are provided safely and efficiently in compliance with Centers for Medicare and Medicaid Services and The Joint Commission contracting requirements. The “Quality Term” provision, as outlined in section F1 of this policy, is required for these types of agreements (See F1—Quality Term)~~

PROCEDURE:

~~When a Senior Vice President, Vice President or his/her designee is contemplating a new contract, the following steps shall be taken:~~

- ~~I. What should I consider? (see Flowchart in Exhibit A): Consider the economic implications of a contract arrangement or other alternatives that may be available. Economic consideration must be documented on the Contract checklist Exhibit B.~~
 - ~~A. Lease versus buy decision~~
 - ~~B. In-house versus out-source decision~~
 - ~~C. Administrative Policy AP96 “Public Bidding of Construction Contracts”~~
 - ~~D. Administrative Policy AP166 “Competitive Bidding of Contracts”~~

Requirement for Contracting with Outside Service Providers

~~E. Administrative Policy AP167 "Quote and Proposal Guidelines"~~

~~F. Compliance Policy CP12 "Physician Relationships"~~

~~II. When Is A Contract Required? (see Flowchart in Exhibit A):~~

~~III. Purchase of Goods: Goods are defined as a purchase of a single piece of equipment or disposable items that are used in the business of the District. Included in this definition is the purchase of software license agreements that are **independent** of any software support agreement. All purchases of goods must adhere to District Administrative Policy AP156. (A contract is **NOT REQUIRED**)~~

~~A. Purchase of Services:~~

~~1. Services are defined as the furnishing of time and effort by a contractor which binds a third party to perform services on behalf of the District. Example of services includes but is not limited to general service agreements, independent contractor agreements, professional services, and **administrative support.**~~

~~a) If the services directly affect patient care, **A CONTRACT IS REQUIRED REGARDLESS OF THE COST OF THE SERVICE.**~~

~~b) If the services do not directly affect patient care and the cost of the service being retained **EXCEEDS \$10,000 ANNUALLY AND has a contract service LIFE GREATER THAN 30 days, A CONTRACT IS REQUIRED.**~~

~~2. If the cost of the service being retained is **LESS THAN \$10,000 BUT:**~~

~~a) engages services from or to a physician (A **CONTRACT IS REQUIRED** (Follow CP.12.)~~

~~b) engages Information Technology (IT) services (**WILL NOT REQUIRE A CONTRACT BUT REQUIRES APPROVAL by the Chief Information Office (CIO)**— see additional contract review requirements under Section VII.A.1)~~

~~c) engages the services of an employee (HR **MUST DETERMINE IF A CONTRACT IS REQUIRED**— see additional contract review requirements under Section VII.A.4.)~~

~~IV. When Is A Business Associate "Agreement" or "Addendum" (BAA) Required?~~

~~Any third parties that will create, receive, maintain, or transmit Protected Health Information (PHI) of our patients and/or employees must have either a Business Associate Agreement or Addendum on file with the Finance Manager.~~

Formatted: Outline numbered + Level: 2 + Numbering
Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at:
0.5" + Tab after: 1" + Indent at: 1"

Requirement for Contracting with Outside Service Providers

~~A. A Business Associate Agreement is required if the third party **DOES NOT** meet the criteria for a contract mentioned in Section I of this policy **BUT WILL** use, receive, transmit, or disclose Protected Health Information (PHI) of our patients and/or employees. The agreement template is located on Finance Online Contracting Module.~~

Formatted: No bullets or numbering

~~B. A Business Associate Addendum is required when using the third party's contract **NOT** the KDH contract template **AND** the third party will create, receive, maintain, or transmit, Protected Health Information (PHI) of our patients and/or employees. The addendum template is located on Finance Online Contracting Module. The KDH contract templates already have the Addendum included as an exhibit to the contracts.~~

Formatted: Normal, Justified, Indent: Left: 0.5"

~~1. Examples of where a BAA is required include, but are not limited to, claims processing or administration, data analysis, utilization review, quality assurance, patient safety activities, billing, benefit management, practice management, legal, actuarial, accounting, consulting, data aggregation, management services, administrative services, accreditation services or financial services.~~

~~2. Note: The Business Associate rule does not apply to disclosures by Kaweah Delta to a health care provider for the purpose of treating a patient. Furthermore, incidental contact and/or viewing (service or maintenance agreements) of PHI do not require the use of a BAA, as long as the incidental contact by the third party does not result in the creation, receipt, or transmission of PHI. In situations where a third party may have incidental contact with PHI, a Confidentiality Statement may be used in place of a BAA.~~

~~V. Determine if a Which KDH Contract Template Do I Use? When negotiating contractual obligations with a third party, every effort should be made to utilize the District's standard contract templates described below. In the event the contracted party refuses to use the District's standard contract in favor of their own or modifications are made to the District's standard contract template, the general requirement for terms discussed in Section VI of this policy must be met. If terms are significantly different, the contract must be reviewed and approved by the VP or SVP as identified in Section V.G. below. Contract templates, samples of standard language for general provisions and the contract checklist are located on KD CENTRAL under Applications/Forms/Contract Templates.~~

Formatted: No bullets or numbering

Formatted: Font: Not Bold

Formatted: Font: Not Bold

~~A. **The Independent Contractor template** used when negotiating services to be provided to or from an *individual*.~~

Formatted: Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

~~B. **The General Service template** used when negotiating services to be provided to or from a *company*.~~

Formatted: Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

Requirement for Contracting with Outside Service Providers

~~C. The Professional Service Agreement template used when negotiating clinical services to be provided to or from a company~~

Formatted: Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

~~D. The Transfer Agreement template used when negotiating services to be provided by or for another health care entity for reciprocal interfacility transfer services.~~

Formatted: Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

~~VI. If I Do Not Use A District's Contract Template, What Language Requirements Must Be Included In The Contract?~~

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 3 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

~~A. Each contract MUST use the District's legal name of "Kaweah Delta Health Care District ("DISTRICT"), a local health care district organized and existing under the laws of the State of California, Health and Safety Code §§ 32000 et seq.," and the other party's full legal name.~~

~~B. Responsibilities and services as well as compensation shall be specifically delineated with timing and processes clearly outlined.~~

~~C. Insurance clause shall include:~~

~~1. Other party's responsibilities to carry, at own costs, general liability insurance, workers compensation insurance, professional liability insurance, and unemployment insurance to protect against loss relating to their employees during the term of this agreement. Such policies must be obtained from a professional insurance carrier and provide for at least thirty (30) days prior written notice to District of cancellation or modification. If other party is self-insured, self-insured policy must state that the trust assets available must exceed the one million/three millions limits of liability.~~

~~2. If requested by District, other party will provide District with certificates of insurance;~~

~~3. That the District is self-insured for both General and Professional Liability purposes. The self-insured program has been in place since 1977, is reviewed annually by a licensed actuary and is audited annually by its financial auditors. The trust assets available exceed the one million/three million limits of liability.~~

~~4. District shall be named as an additional insured on worker's compensation and employer's liability policies; and~~

~~D. Term and termination clauses shall include~~

~~1. A set termination date rather than automatic renewal ("evergreen" clause);~~

~~2. The ability to terminate without cause with 30-90 day notice; and~~

Requirement for Contracting with Outside Service Providers

- ~~3. The ability to terminate for breach if breach is not cured within a specified number of days.~~
- ~~4. **Exception to the termination date includes** agreements such as Transfer Agreements, Business Associate Agreements, Hospice Facility Provider Agreements, and Ownership Agreements, such as Partnerships and Joint Ventures, and contracts satisfied by completion of a project obligation. **Other exceptions to the termination date must be reviewed and approved by the Director of Logistics Planning, Compliance Officer or higher authority.**~~

~~E. Indemnification clauses shall:~~

- ~~1. Only govern the services under contract;~~
- ~~2. Not increase the District's liability beyond the value of the contract;~~
- ~~3. Not limit the other party's liability to the dollar value of the contract;~~
- ~~4. Make each party responsible for the errors and omissions of their own employees~~

~~F. Other Specific language or provisions that must be included is described below. Examples of each provision is located on Finance Online Contracting Module/KDH Required Language Template:~~

- ~~1. **Quality — This standard applies to contracted agreements for providing care, treatment and/or services to patients.** Contractor shall provide its services to Kaweah Delta Health Care District (KDHCD) in accordance with high professional standards of care in the area and consistent with the quality standards of KDHCD as determined by the applicable oversight committee, applicable standards of TJC, and KDHCD's quality assurance/performance improvement programs and in compliance with all laws and regulations.~~
- ~~2. **Waiver** — Any waiver granted by a party must be in writing to be effective and shall apply solely to the specific instance expressly stated.~~
- ~~3. **Assignment** — Agreement cannot be transferred or encumbered by without the prior written consent of both parties.~~
- ~~4. **Third Party Beneficiary Rights** — No other party can benefit from the contract.~~
- ~~5. **Compliance with laws** — Each party will comply with all state, local and federal laws, ordinances, codes and regulations. In the event of any changes reasonable efforts to revise this~~

Requirement for Contracting with Outside Service Providers

~~Agreement to conform and comply with such changes will be made.~~

- ~~6. **Applicable Law; Venue** — All disputes will be heard in the Superior Court of the County of Tulare, Visalia Division, State of California. **Exceptions to this requirement must be reviewed and approved by the responsible VP.**~~
- ~~7. **Severability** — If the courts find a section of the contract legally invalid or unenforceable, the remainder of the Agreement shall not be affected.~~
- ~~8. **Amendment** — The Agreement may be modified or amended only by mutual written agreement signed by all the parties.~~
- ~~9. **Attorney fees** — If there is a dispute, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred.~~
- ~~10. **OIG Contracting Exclusion** — CONTRACTOR represents that neither it nor any of its officers, directors, employees, subcontractors or agents is on the General Services Administration's list of parties excluded from federal procurement programs and is not debarred by the U.S. Food and Drug Administration.~~
- ~~11. **The Joint Commission accreditation clause** — Must be included if the other party is accredited.~~
- ~~12. **Access to Books and Records clause** — Must be included in every contract where the value of services equals or exceeds \$10,000 in a twelve (12) month period or when the contracted services directly affect patient care.~~
- ~~13. **District Professional and Administrative on Responsibilities clause** — Must be included if the contract is a Consultant, Medical Director or Professional Services Contract.~~

~~VI **Do I Need To Complete The Contract Checklist? (Exhibit B):** The contract checklist must be completed for all contracts that are not prepared by Legal counsel.~~

~~VII **Who Has To Review The Contract Before It Is Signed?:** Except for contracts prepared by Legal counsel, before a contract can be signed it must be reviewed by the following. **Approval must be acknowledged in the contract checklist.**~~

- ~~A. **Special Review** — **Prior to a contract being signed by District personnel** or a representative of the District, contracts must be reviewed and approved by appropriate personnel as described below;~~

Requirement for Contracting with Outside Service Providers

- ~~1. Vice President/Chief Information Officer for agreements or purchases relating to IT systems, software, telecommunications or any other IT contract.~~
- ~~2. Chief Financial Officer or designee for agreements relating to equipment leases or rental agreements in excess of \$25,000.~~
- ~~3. CFO or Finance Committee for any third party contracts that is unbudgeted in excess of \$10,000.~~
- ~~4. VP of Human Resource or designee for any of the following situations: all staffing and recruiting agreements, independent contractor agreements when the contractor performs work that is performed or could be performed by an employee, or any independent contractor agreement when the income reporting identifier is the contractor's Social Security number~~
- ~~5. Director of Risk Management for agreements that do not have the District's approved standard insurance and indemnification language or by nature of the contract the responsible VP believes could expose the District to a high or unusual liability risk.~~
- ~~6. Responsible VP or SVP for any third party contract that has terms and language that is significantly different from the KDH contract template. The VP or SVP should seek the advice of legal counsel when deemed appropriate.~~
- ~~7. Compliance Department for any Business Associate Agreement or Business Associate Addendum where the District standard template is not used or the District standard template language is modified.~~

~~B. Final Review **Contract draft and completed contract checklist** with all pertinent vendor selection documentation must be submitted for review to either the:~~

- ~~1. Director of Financial and Logistical Planning for preventative maintenance agreements or other related service contracts.~~
- ~~2. Finance Manager or designee, for all other contracts.~~

~~VIII Who Can Sign a Contract? Only after VII above has been completed, the contract can be signed. All contracts MUST be signed by the Chief Executive Officer, Senior Vice President or Vice President of the District or their approved designee. A list of authorized District signors can be found on Finance Online Contract Module.~~

~~IX Where do I submit an executed contract? Once Steps I through VIII have been completed, submit the signed contract along with the completed~~

Requirement for Contracting with Outside Service Providers

checklist and a completed Form W-9 to the Finance Manager for scanning and retention. All original contracts may be retained by either the Finance Manager or the responsible department for a minimum of six (6) years. **Failure to complete any of the above steps will result in delay or non-payment to the vendor.**

~~X ——— When Do I Complete the Contract Evaluation Tool?: A Contract Evaluation is completed for all agreements that relate to contracted services directly affecting patient care. The evaluation must be completed annually to ensure appropriate performance and quality standards are met on behalf of the District. Information related to the evaluations will be reported to the Board of Directors, through the Consent Calendar process, at least annually. See Exhibit C for the Contract Evaluation Form. ———~~

approval

Requirement for Contracting with Outside Service Providers

EXHIBIT A
Contract Decision Tree

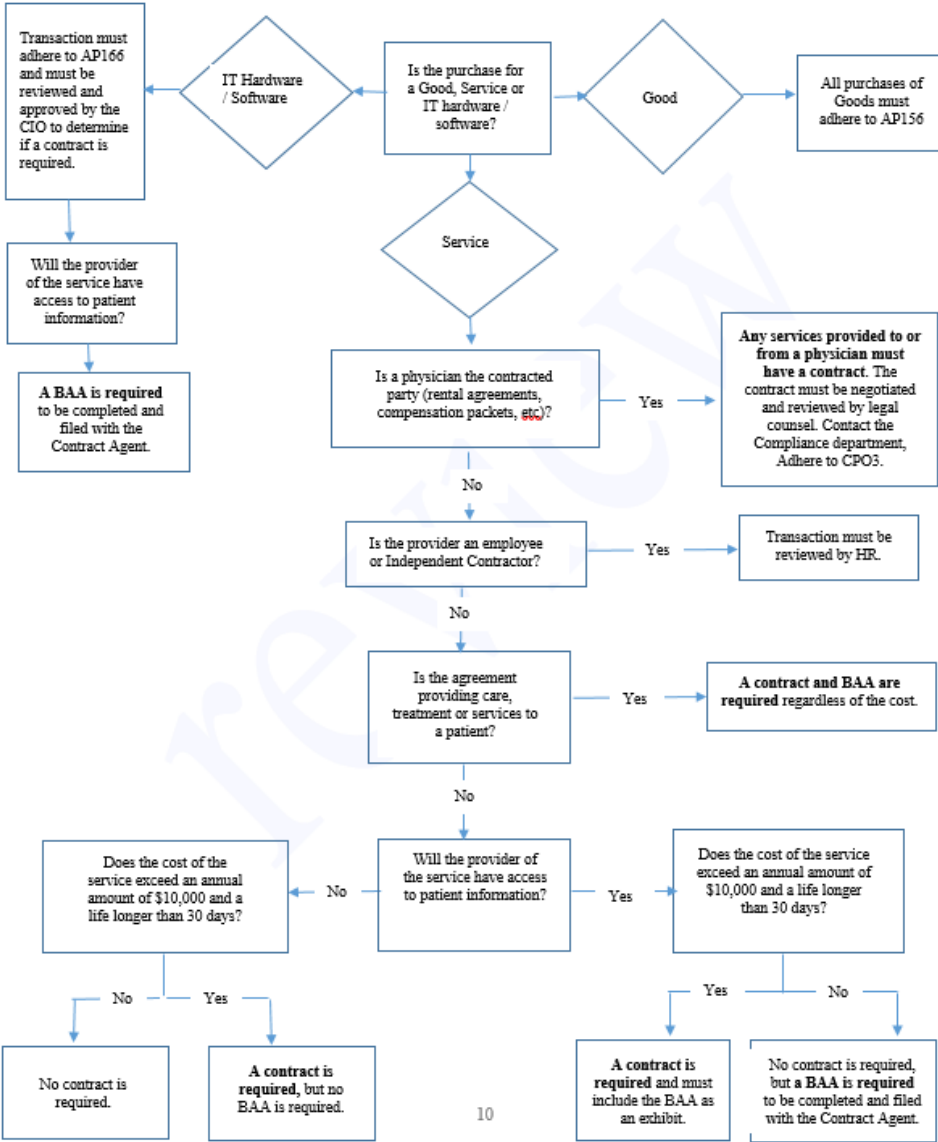


EXHIBIT B
KAWEAH DELTA HEALTH CARE DISTRICT
CONTRACT CHECKLIST

****Checklist is not required to be completed for contracts prepared by Legal counsel****

New Renewal/Re-negotiation – replaces contract # Addendum

Contracted Party: _____

Purpose: _____

Total Contract Cost: _____

Negotiated by (District Rep): _____

Responsible VP: _____

Responsible Director: _____

Effective Date: _____

Term Date: _____ (if n/a indicate project, LLC, Assignment, etc)

Contract Type: (select one)

AP 166:

Materials & Supplies over \$25,000 lease or sold, no Medical Equipment,

Electronic Data Processing or Telecommunications Goods/Services (ISS);

AP 167: Other Professional Services (i.e. staffing, consulting, training, service contracts, services requiring license, certificate or registration under law)

AP 166: (select one)

Competitive bidding with lowest “qualified” bidder

ISS Only Exemption 1: Vendor selected is the only vendor that can provide goods/services that meet District’s needs

ISS Only Exemption 2: Immediate need in emergency and for protection of public health, welfare, or safety.

AP 167: (select one)

GPO Contract

Quotes (Greater than \$10,000 but less than \$100,000 annually)

RFP required (Greater than \$100,000 annual spend)

Sole Source

GPO Contract # (If applicable): _____

Two or more quotes are: _____

1. Vendor selected: _____

Requirement for Contracting with Outside Service Providers

2. Why: _____

Sole Source arrangement approved by RFP Committee – approval attached.

RFP selection approved by RFP Committee – approval attached.

Contract type:

General Service - _____ (Describe: Consulting, General Maintenance, etc)

Professional Service (Clinical) Independent Contractor

Staffing Transfer Agreement

Property/Space Lease Capital Lease/Purchase/Operating Lease

Disposable Supply Purchase Construction Service Agreement

Information Systems (ISS Use Only) Other _____

Contract Document: Standard Changes Other Party document
 As is Addendum

Special Requirements: _____

Language included: (*must be present in every contract)

Quality *

Waiver* **Amendment***

Assignment* **Termination Date**

Compliance with Laws* **Applicable Law; Venue***

Third Party Beneficiary Rights* **OIG Contracting Exclusion***

Severability* **JCAHO Clause** (If Other Party Is Accredited)

Indemnification Clause* **Access to Records Clause** (If >\$10,000 in 12 months)

Self-insured Clause* **Attorney fees***

District Professional & Administrative Responsibilities Clause (If Contract is Consultant, Medical Director or Professional Service)

Business Associate Addendum (If Other Party has access to identifiable health or demographic information, other than health care purposes)

SPECIAL REVIEWS

Independent Contractor performing same duties of an employee or contractor using Social Security number as income reporting identifier :

Approved by VP of HR: _____ Date: _____

System/Software/Telecommunications/IS Technology:

Approved by CIO: _____ Date: _____

Insurance Coverage provisions significantly changed:

Approved by Risk Manager: _____ Date: _____

Equipment Lease greater than \$25,000:

Requirement for Contracting with Outside Service Providers

Approved by CFO: _____
Date: _____

Capital Lease/Equipment:

Approved by CFO: _____
Date: _____

FINAL REVIEW AND CONTRACT SUBMISSION

Director of Procurement and Logistics:

Approved by: _____ Date: _____

OR

Contract Agent:

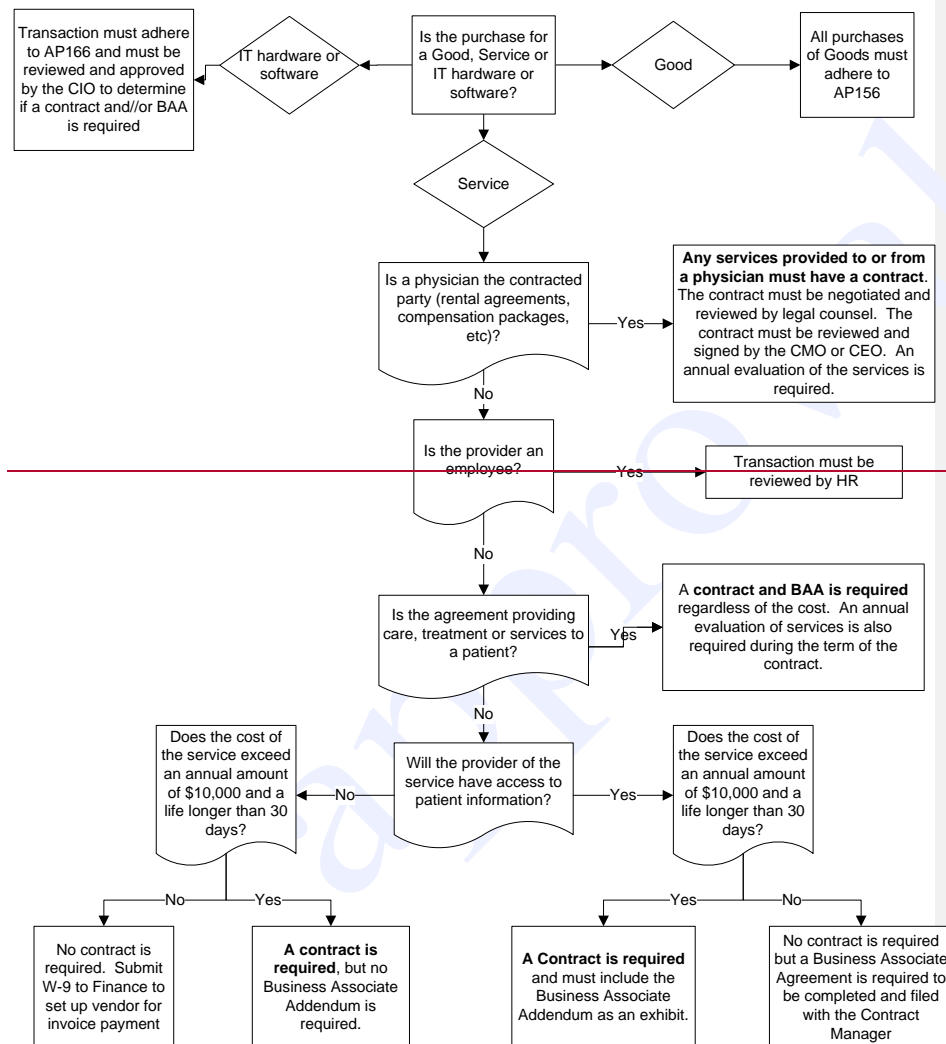
Approved by: _____ Date: _____

approval

EXHIBIT A

AP.69

Contract Decision Tree



**EXHIBIT B KAWEAH DELTA HEALTH CARE DISTRICT
CONTRACT CHECKLIST**

****Not required to be completed for contracts prepared by Legal counsel****

New Renewal/Re-negotiation — replaces contract # _____ Addendum

Formatted: Centered, No bullets or numbering

Formatted: Centered

Contracted

Party: _____

Purpose: _____

Negotiated by (District Rep): _____

Responsible VP: _____

Responsible Director: _____

Effective Date: _____

Term Date: _____ (if n/a indicate project, LLC, Assignment, etc)

Budgeted: _____

Capital Operational _____

Formatted: Centered, No bullets or numbering

Formatted: Centered

Economic Consideration:

Quotes Sole Source RFP required

Two or more quotes were considered — complete questions below:

1. Quotes received _____

Formatted: Centered, No bullets or numbering

Formatted: Centered

2. Vendor selected: _____

Formatted: Centered, No bullets or numbering

Formatted: Centered

3. Why: _____

Formatted: Centered, No bullets or numbering

Sole Source arrangement approved by RFP Committee — approval attached.

Formatted: Centered

RFP selection approved by RFP Committee — approval attached.

Contract type:

General Service _____ (Describe: Consulting, General Maintenance, etc)

Formatted: Centered, Right: 0"

Professional Service (Clinical) _____ Independent Contractor

Formatted: Centered

Staffing _____ Transfer Agreement

Property/Space Lease _____ Capital Lease/Purchase/Operating Lease

Formatted: Centered, Right: 0"

Disposable Supply Purchase _____ Construction Service Agreement

Formatted: Centered

Information Systems (ISS Use Only) _____ Other _____

Contract Document: Standard Changes Other Party document

Requirement for Contracting with Outside Service Providers

~~As is~~ ~~Addendum~~

~~Special Requirements~~

**Language included: (*must be present in every contract)
VP signoff for any missing language:**

~~Quality*~~

~~Waiver*~~ ~~Amendment*~~
 ~~Assignment*~~ ~~Termination Date~~
 ~~Compliance with Laws*~~ ~~Applicable Law; Venue*~~
 ~~Third Party Beneficiary Rights*~~ ~~OIG Contracting Exclusion*~~
 ~~Severability*~~ ~~Joint Commission Clause~~ (If Other Party is Accredited)

~~Indemnification Clause*~~ ~~Access to Records Clause~~ (If >\$10,000 in 12 months)

~~Self-insured Clause*~~ ~~Attorney fees*~~

~~District Professional & Administrative Responsibilities Clause~~ (If Contract is Consultant, Medical Director or Professional Service)

~~Business Associate Addendum~~ (If Other Party has access to identifiable health or demographic information, other than health care purposes)

SPECIAL REVIEWS

~~Independent Contractor performing same duties of an employee or contractor using Social Security number as income reporting identifier:~~

Approved by VP of HR: _____
Date: _____

~~System/Software/Telecommunications/IS Technology:~~

Approved by CIO: _____
Date: _____

~~Insurance Coverage provisions significantly changed:~~

Approved by Risk Manager: _____ Date: _____

~~Unbudgeted greater than \$10,000:~~

Approved by CEO or Finance Committee: _____ Date: _____

~~Equipment Lease greater than \$25,000:~~

Approved by CFO: _____
Date: _____

~~Capital Lease/Equipment (See Logistical Planning Requirements)~~

Approved by Director of Logistical Planning: _____
Date: _____

Formatted: Centered, Indent: Left: 0"
Formatted: Centered
Formatted: Centered, No bullets or numbering
Formatted: Centered, Right: 0", No bullets or numbering
Formatted: Centered, No bullets or numbering
Formatted: Centered, Right: 0", No bullets or numbering
Formatted: Centered
Formatted: None, Don't keep with next
Formatted: Centered
Formatted: Centered, No bullets or numbering
Formatted: Centered, Indent: Left: 0"
Formatted: Centered
Formatted: Centered, No bullets or numbering
Formatted: Centered, Indent: Left: 0"
Formatted: Centered, No bullets or numbering
Formatted: Centered
Formatted: Centered, Indent: Left: 0"
Formatted: Centered, No bullets or numbering
Formatted: Centered, Indent: Left: 0"
Formatted: Centered, No bullets or numbering
Formatted: Centered, Indent: Left: 0"
Formatted: Centered, No bullets or numbering
Formatted: Centered, Indent: Left: 0"

Requirement for Contracting with Outside Service Providers

~~Business Associates Agreement language modifications/non-use of KDHC standard BAA template~~

~~Approved by Compliance Officer or Designee _____ Date: _____~~

Formatted: Centered, No bullets or numbering

Formatted: Centered, Indent: Left: 0"

Formatted: None, Don't keep with next

FINAL REVIEW

~~Director of Financial and Logistical Planning:~~

~~Approved by: _____ Date: _____~~

Formatted: Centered

Formatted: Centered, No bullets or numbering

Formatted: Centered, Indent: Left: 0"

Formatted: Centered

OR

~~Finance Manager:~~

~~Approved by: _____ Date: _____~~

Formatted: Centered, No bullets or numbering

Formatted: Centered, Indent: Left: 0"

Formatted: None, Don't keep with next

Formatted: Centered

~~Contract entered into the Contract database~~

~~Verified: _____ Date: _____~~

Formatted: Centered, Tab stops: Not at 4.5"

Formatted: Centered

~~****STOP HERE IF EQUIPMENT IS NOT BEING PURCHASED****~~

Approved

EXHIBIT C
Kaweah Delta Health Care District Contract Evaluation Tool

Evaluation Period: _____

Contractor: _____ Written Contract? YES NO

Contractor Liaison Name: _____
Title: _____ Telephone Number: _____

Service Provided: _____

Director/ Manager Responsible for Contractor Performance: _____

Vice— President Responsible for Contractor Performance: _____

Evaluation

Degree to which the contractor is flexible and responsive to requests for service.

1 2 3 4 5
Poor Excellent

Comment _____

Degree to which the contractor meets its contractual obligations.

1 2 3 4 5
Poor Excellent

Comment _____

Degree to which the contractor meets its performance expectations.

1 2 3 4 5
Poor Excellent

Comment _____

As appropriate to the contracted service: Degree to which the contractor meets Joint Commission and CMS standards and regulations related to provision of care, treatment and services, human resources and medical staff requirements

1 2 3 4 5
Poor Excellent

Comment _____

Overall, does the contractor provide the level of service consistent with meeting patient need and complying with external requirements, including the Medicare Conditions of Participation?

Yes No (If no, document the actions taken to compensate for the gap in performance on back of sheet or in attached memorandum)

Formatted: Centered

Formatted: Centered, Indent: Left: 0"

Formatted: Centered

Formatted: Centered, Border: Top: (No border), Bottom: (No border), Left: (No border), Right: (No border)

Formatted: Centered

Formatted: Centered, Space Before: 0 pt

Formatted: Centered, Indent: Left: 0"

Formatted: Indent: Left: 0", First line: 0", Right: 0", Space After: 0 pt

Formatted: Indent: Left: 0", First line: 0", Right: 0", Space After: 0 pt

Formatted: Indent: Left: 0", Right: 0", Space After: 0 pt

Formatted: Indent: Left: 0", Right: 0"

Formatted: Centered, Indent: Left: 0", Right: 0", Space After: 0 pt, Tab stops: Not at 0.5" + 4.63"

Formatted: Centered

Formatted: Centered, Indent: Left: 0", Right: 0", Space After: 0 pt

Formatted: Indent: Left: 0", Right: 0"

Formatted: Centered, Indent: Left: 0", Right: 0", Space After: 0 pt, Tab stops: Not at 0.5" + 4.63"

Formatted: Centered, Tab stops: Not at 1.16" + 1.46"

Formatted: Centered, Indent: Left: 0"

Formatted: Centered

Formatted: Centered, Indent: Left: 0"

Requirement for Contracting with Outside Service Providers

Formatted: Centered

"These guidelines, procedures, or policies herein do not represent the only medically or legally acceptable approach, but rather are presented with the recognition that acceptable approaches exist. Deviations under appropriate circumstances do not represent a breach of a medical standard of care. New knowledge, new techniques, clinical or research data, clinical experience, or clinical or bio-ethical circumstances may provide sound reasons for alternative approaches, even though they are not described in the document."

approval



Policy Number: AP84	Date Created: No Date Set
Document Owner: Cindy Moccio (Board Clerk/Exec Assist-CEO)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
Mileage Reimbursement	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

POLICY: When it is necessary for an employee to utilize their personal vehicle to conduct Kaweah Delta Health Care District ~~(District)~~ business, expenses will be reimbursed at using the mileage reimbursement rate allowed by the Internal Revenue Service (IRS) multiplied by the miles traveled on District business. The mileage reimbursement rate allowed by the IRS is paid in lieu of actual costs for fuel, repairs and general wear and tear to personal vehicles. As such, no separate reimbursement should be claimed for these expenses from the District. Mileage reimbursement is based upon travel incurred "within the District's Service Area" or "outside the District's Service Area". District Service Area is defined as travel within Tulare or Kings County, State of California.

REFERENCES:

AP19 Travel and Other Business Expenses

PROCEDURE:

- I. Mileage Calculation
 - A. Between District's Campuses: Mileage incurred traveling between the District's campuses will be reimbursed using the standard, pre-determined miles shown on the Intra-District Mileage [Reimbursement Request Form](#) located in [KD Central > Employees > e HRONLINE > HR Online Employee Self Service > A/P Employee Reimbursement](#) ~~section, to be included in this policy.~~ Please support miles for travel between locations not included on the [Intra-District form with a Google Map or equivalent.](#) Mileage reimbursements will only be made in cases where a staff member is required to travel from the District campus to which they are normally assigned to another District campus for a specific business purpose. Mileage reimbursements will not be paid for travel between a staff member's home and any of the District's campuses. Travel between District campuses for personal business will not be reimbursed.
 - B. Within District's Service Area: The Mileage incurred traveling within the District's Service Area other than between District's campuses, as part of an employee's job duties such as physician recruitment, physician liaison, attending meetings held at non-District locations related to District business, seminars, Home Health travel and Hospice travel, will be reimbursed using

the ~~same form~~ District's Mileage Log form (Please note the mileage in the bottom section of the form. Also found in ~~KD Central~~) or ~~An~~ approved substitute mileage log form may be used.

- C. Outside the District's Service Area: Mileage incurred traveling outside the District's Service Area as part of an employee's job duties such as conference travel will be reimbursed using a map document (such as a Google map) to support the traveled distance. The Outside District Mileage Reimbursement Form is also located in HR Online Employee Self Service > A/P Employee Reimbursement section. The starting point for mileage must be the staff member's employment campus.

II. Procedures and Required Documentation for Mileage Reimbursement

A. Departments with Daily Travel Requirements throughout the District's Service Area:

1. Certain staff members such as those in Home Health and Hospice travel on a daily basis as part of their job duties between campuses and throughout the District's Service Area. These staff members are responsible to maintain their mileage on either the KDH Mileage Log Form or a similar approved mileage log and adhered to Departmental policies relating to the submission of their mileage records and attestation.
2. At the end of each month the department's authorized signer is responsible to ensure mileage has been properly calculated in accordance with Section I "Mileage Calculation" in this policy. The authorized signer acknowledges review and approval of the mileage payment by signing the Mileage Reimbursement Reconciliation Form.
3. The authorized signer is responsible to ensure that the approved Mileage Reimbursement Reconciliation Form and mileage log are forwarded to Finance by the 7th of the following month in order to ensure payment to the staff member by the 10th of the following month.

B. All Other Mileage Reimbursement Requests:

- ~~1. Mileage incurred traveling between District campuses. The staff member will complete the Intra-District Mileage Log Form as well as complete and sign the Mileage Reimbursement Reconciliation Form.~~
- ~~2. TrMileage incurred traveling within the District's Service Area. The staff member will complete the KDH Mileage Log Form or similar log as well as a completed Mileage Reimbursement Reconciliation rm.~~
- ~~3. Mileage incurred traveling outside the District's Service Area. Once travel is completed, the staff member will complete a map document (such as Google maps) to support the travel along with the Mileage Reimbursement Reconciliation Form.~~
- 4.1. No matter which travel log (Intra-District Mileage Log, KDH Mileage Log or similar log, or map), all forms along with the completed and signed Mileage Reimbursement Reconciliation Form must be forwarded to the staff member's authorized signer within 60 days after the first date of travel.

Formatted: Indent: Left: 1", No bullets or numbering

5.2. The authorized signer is responsible to ensure mileage has been correctly calculated in accordance to Section I "Mileage Calculation" in this policy and must acknowledge review and approval of the mileage payment. When appropriate, the authorized signer must ~~by signing~~ the Mileage Reimbursement Reconciliation Form.

6.3. The authorized signor is responsible to ensure that the approved Mileage Reimbursement Reconciliation Form along with the supporting mileage log or map is forwarded to Finance for processing.

"These guidelines, procedures, or policies herein do not represent the only medically or legally acceptable approach, but rather are presented with the recognition that acceptable approaches exist. Deviations under appropriate circumstances do not represent a breach of a medical standard of care. New knowledge, new techniques, clinical or research data, clinical experience, or clinical or bio-ethical circumstances may provide sound reasons for alternative approaches, even though they are not described in the document."

approval



**Kaweah Delta
Health Care District**

MILEAGE REIMBURSEMENT RECONCILIATION

Date of Submission _____ Month _____

Employee # _____

I attest that an approved mileage log or mileage table is included and that all travel is in accordance with District policies and procedures.

Employee Name _____

Employee Signature _____ Date _____

I attest that the travel has been reconciled by me or my designee and I have reviewed the travel accordingly. An approved mileage log, mileage table or map is included and all travel is in accordance with District policies and procedures.

Approver's Name _____

Approver's Signature _____ Date _____

Cost Center _____ Account charge _____ Total \$ _____

****FORWARD THIS COVER SHEET ALONG WITH APPROPRIATE MILEAGE LOG OR MAP TO FINANCE - ACCOUNTS PAYABLE. ONCE RECEIVED, THE REIMBURSEMENT WILL BE PROCESSED FOR PAYMENT ACCORDING TO DISTRICT POLICY.****



1

Policy Number: AP161	Date Created: No Date Set
Document Owner: Cindy Moccio (Board Clerk/Exec Assist-CEO)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
Workplace Violence Prevention Program Violence in the work place	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

PURPOSE:

1. To provide guidance on appropriate responses to all violence or threats of violence that may affect Kaweah Delta Health Care District (KDHCD) workplace in any significant way. This policy and procedures applies, but is not limited to, employees, physicians, residents, patients, visitors, contract and temporary workers, vendors and other individuals, who are either on KDHCD property or otherwise involved with KDHCD operations in any way.
2. To heighten the safety of every individual in the workplace and to recognize that everyone must share in the responsibility of preventing and responding to threats of violence and actual workplace violence. ~~Therefore, cooperation~~ Cooperation, adherence to and support of this policy and procedure by everyone, both management and non-management, are essential.
3. To recognize that a safe environment is fundamental to a productive and positive workplace, and that both physical and psychological safety are integral factors in providing patients with the quality health treatment and services to which KDHCD has been entrusted.

POLICY: –KDHCD strictly forbids any behavior or threat of behavior which is inconsistent with the purpose of this policy, or which may constitute a violation of law or public policy. Once the potential for violent behavior has been established, KDHCD will act immediately to minimize and diffuse such behavior. All employees bear a responsibility to report any potentially violent situation or individual to his/her manager, the Risk Management Department, Human Resources, Security and/or when applicable, the Police Department (or other appropriate law enforcement agency). The District will strictly abide by applicable statutes, laws and regulations regarding work place safety and security.

DEFINITIONS:

“Environment of Care” (EOC): The physical and social environment within which services are provided for patients within the District and off site areas.

Workplace:

Any location, either temporary or permanent, where an employee performs any work-related duty. This includes, but is not limited to, the buildings and surrounding perimeters, including the parking lots, field locations, alternate work locations, and travel to and from work assignments.

Workplace Violence: _____ Workplace violence means any act of violence or threat of violence that occurs at the work site. The term workplace violence does not include lawful acts of self-defense or defense of others.

Formatted: Font: (Default) Arial, 12 pt, Not Expanded by / Condensed by

(A) The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury;

Formatted: Font: Not Bold

(B) An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury;

(C) Four workplace violence types:

1. "Type 1 violence" means workplace violence committed by a person who has no legitimate business at the work site, and includes violent acts by anyone who enters the workplace with the intent to commit a crime.
2. "Type 2 violence" means workplace violence directed at employees by customers, clients, patients, students, inmates, or any others for whom an organization provides services.
3. "Type 3 violence" means workplace violence against an employee by a present or former employee, supervisor, or manager.
4. "Type 4 violence" means workplace violence committed in the workplace by someone who does not work there, but has or is known to have had a personal relationship with an employee.

Formatted: Left

~~Verbal or physical harassment, stalking, verbal abuse, threatening speech, threatening gestures, physical abuse, verbal or physical threats with or without a weapon.~~

Imminent/Actual:

Any act or speech threatening or committing assaultive behavior including, but not limited to, any physical contact or menacing behavior which would lead a reasonable person to believe that he/she is in danger of violence and or harm.

Potential Violence:

A potentially violent situation or individual includes but is not limited to:

- verbal harassment or threats perceived by a reasonable
- person occur as a prelude to assaultive behavior.
- a domestic dispute spills over into the work place.

- a restraining order has been obtained by an employee
- against another person.
- an employee is the victim of a stalker.
- an altercation occurs between persons on the premises
- when gang activity spills over into the work place.
- when an assaultive or potentially assaultive patient is admitted.

Assault: An unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another.

Battery: Any willful and unlawful use of force or violence upon the person of another.

COMPLIANCE

Implement procedures to obtain the active engagement of employees in developing, implementing and reviewing the Workplace Violence Prevention Plan, including their participation in identifying, evaluating and correcting workplace violence hazards, designing and implementing training, and reporting and investigating workplace violence incidents. A copy of the plan is available to any employee at any time on KDHC's Policy Tech System.

PROCEDURES: See Workplace Violence Checklists on Pages 6-711-12

RESPONSIBILITIES

Responsibilities for employees include, but are not limited to:

I. Employees:

To immediately report concerns or observed incidents of violence to his/her supervisor or in the absence of such supervisor, to Security, the Risk Management Department, Human Resources or any manager, and when applicable, to the Police Department (or other appropriate law enforcement agency). Patient Family Services can be reached by dialing Ext. 5633 for additional guidance information on referral so. Follow Administrative Policy .10, Occurrence Reporting Process to complete the Occurrence Reporting form and submit to Risk Management for investigation. The Occurrence Report must be submitted before end of shift.

Formatted: Font: Arial, 12 pt, Not Bold, Not Italic

A. Employees who have reason to believe they, or others, may be victimized by a violent act sometime in the future, at the workplace or as a direct result of their employment with the District, are to inform their supervisor immediately. The supervisor will immediately inform the Risk Management Department, Security Department, Human Resources and his or her Director or Vice President. The manager will

work with the employee to complete a Workplace Violence Incident Report and, if indicated, contact local law enforcement officials. The Employee cannot be retaliated against for seeking assistance and intervention from emergency services or law enforcement when a violent incident occurs.

B. Employees who have signed and filed a restraining order, temporary or permanent, against an individual due to a potential act of violence, who would be in violation of the order by coming near them at work, will immediately supply a copy of the signed order to their supervisor. The supervisor will provide copies to Human Resources. Human Resources or designee will contact Security, local law enforcement officials, and others as appropriate.

II. ~~Manager~~ **Management**

To immediately take action to prevent violence by reporting any potential violence to Security, Human Resources, or Risk Management, and when applicable, to the Police Department (or other appropriate law enforcement agency). Patient Family Services can be reached by dialing Ext. 5633 for additional guidance information on referral sources.

III. **Security Department**

To assess any immediate or imminently violent situation and respond as appropriate based upon that a follow-up written investigation will be part of all assessments, and this report will be routed to Risk Management and, ~~as necessary,~~ to Human Resources. If Security cannot diffuse the situation, or perceives the situation escalating, the Police Department (or other appropriate law enforcement agency) must be notified immediately. Other responsibilities include:

- A. Keeping records of all violent acts, including location, time of day and actions taken; identifying trends, and using the information collected to develop action plans that may be needed;
- B. Reporting findings to the *Environment of Care* Committee on a quarterly basis;
- C. Ensuring at least annually, a security risk assessment is completed that identifies workplace security factors that have been shown to contribute to the risk of violence in the workplace. The risk assessment should include the review of access points, barrier placement between patients and providers, escape routes, location of panic alarms, security staffing ratios, security operational practices, the need for escort services or "buddy systems" when walking at night, camera surveillance and use of protective equipment by Security;
- D. Reporting data to Human Resources;
- E. Knowing when and how to implement access control to the organization;
- F. Ensuring the *Security Management Plan, EOC 3000* -is current and addresses measures taken to protect personnel, patients and visitors from aggressive or violent behavior.

IV. **Human Resources**

- A. Work in collaboration with Security and management to ensure communication linkages remain open;
- B. Ensure a written *Illness and Injury Prevention Program* is in effect that addresses the following:
 - a. Safe and healthy work practices, which includes non-engagement with threats and physical actions that create a security hazard to others
 - b. A system of communication with employees that includes a method employees can use to inform the employer of security hazards at the worksite.
 - c. Periodic inspections that includes identification of security hazards
 - d. Procedures for investigating occupational injuries and/ or exposures
 - e. Procedures for communicating to employees the outcome of the investigation and any action plan to be taken
 - e.
 - f. Procedures for correcting unsafe conditions, work practices, work procedures including workplace security hazards with attention to procedures for protecting employees from physical retaliation for reporting threats
 - g. Ensuring no retaliation of any kind will be taken against anyone who reports acts or threats of violence, or who participates in any action or investigation related to such complaints
 - e.
 - h. Training and instruction regarding how to recognize workplace security hazards, how to recognize "triggers" for violence, measures to prevent workplace assaults and what to do when an assault occurs, including emergency actions and post emergency procedures, and actions to take to diffuse a situation.
- f.
- C. Provision of Emergency Department and Security staff with continuing education relating to security;
- D. Provision of post-event trauma counseling to employees who are the victim of violence in order to reduce the short and long term physical and emotional effects of the incident;
- ~~E. Provision of Emergency Department and Security staff with continuing education relating to security;~~
- ~~F.E. Ensuring reductions in force, terminations and disciplinary actions such as suspensions are carried out in a manner that is designed to minimize a violent eruption;~~
- ~~G.F. Ensuring policies and procedures are consistently and fairly applied;~~
- ~~H.G. Ensuring any fatalities, illnesses and injuries that result from violence are reported to the Occupational Safety and Health Administration (OSHA) immediately and recorded on the OSHA 200 log, and completing the required supplementary forms, (Form 5020).~~

Formatted: Indent: Left: 0.75", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.25" + Indent at: 1.5"

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: No bullets or numbering

WORKPLACE VIOLENCE PREVENTION TEAM SECURITY PROCESS IMPROVEMENT TEAM: ~~The Security Process Improvement Team~~ The Workplace Violence Prevention team is designated to assess the vulnerability to workplace

violence and reach agreement on preventive action to be taken. The team reports through the Environment of Care Committee and is responsible for:

- Responsible for implementing the ~~Auditing overall~~ Workplace Violence Program Plan.
- Assessing the vulnerability of workplace violence at KDHC and reaching agreement on preventive actions to be taken.
- Recommending/implementing employee training programs on workplace violence.
- Implementing plans for responding to acts of violence
- Communicating internally with employees.

The WVP Team is composed of the following members:

- ✓ Employee Health Manager
- ✓ Employee Relations Coordinator
- ✓ Human Resources Directors
- ✓ Organization Development Director
- ✓ Security Manager
- ✓ Facilities/Physical Plant Director
- ✓ Nursing Supervision Director
- ✓ Emergency Department Director
- ✓ Behavioral Health Director
- ✓ Outpatient Clinics Director
- ✓ Home Health Director
- ✓ Diagnostic Imaging Director
- ✓ Pharmacy Director
- ✓ Medical Staff Director
- ✓ Contracting Officer
- ✓ Vendor Management
- ✓ Marketing/Communications Director
- ✓ Compliance Officer
- ✓ Risk Management Director
- ✓ Environmental Services Director
- ✓ Safety Officer
- ✓ Executive Liaison (Human Resources VP)
- ✓ CUSP Team Leaders

Formatted: Font: Not Bold

Formatted: Left

ACTIVE ENGAGEMENT OF EMPLOYEES IN DEVELOPING, IMPLEMENTING AND EVALUATING THE WVP PLAN

Formatted: Left

At a minimum one employee from each high risk department and CUSP Team Leaders will actively participate in developing, implementing and reviewing the WVP plan.

Formatted: Font: 12 pt, No underline, Underline color: Auto

LAW ENFORCEMENT INVOLVEMENT

The Security Manager and/or the Director of Facilities will maintain collaborative involvement and partnership with local police department.

Proactive business relationships are maintained with Visalia Police District 1 and District 2 Commanders through quarterly meetings, formal committee meetings attendance (with invitation) or requests for incident review.

- Formatted: Font: 12 pt, Underline, Underline color: Auto
- Formatted: Left, Indent: Hanging: 0.08"
- Formatted: Font: 12 pt, No underline, Underline color: Auto
- Formatted: Left, Indent: Left: -0.02", Hanging: 0.02"
- Formatted: Font: (Default) Arial, 12 pt
- Formatted: Font: Not Bold, No underline

TRAINING AND INSTRUCTION:

Kaweah Delta Health Care District shall be responsible for ensuring that all employees, including ~~managers and supervisors~~ managers, supervisors and contractors are provided training and instruction on general workplace safety practices. Department Directors shall be responsible for ensuring that all employees, including managers and supervisors, are provided training and instructions on job specific workplace security practices.

General workplace violence and security training and instruction include, but are not limited to, the following:

- Explanation of the Workplace Violence Prevention Program including measures for reporting any violent acts or threats of violence.
- Recognition of workplace security hazards including the risk factors associated with the four types of violence.
- Measures to prevent workplace violence, including procedures for reporting workplace security hazards or threats.
- Ways to defuse hostile or threatening situations.
- Measures to summon others for assistance.
- Employee routes of escape.
- Notification to law enforcement when a criminal act may have occurred.
- Emergency medical care provided in the event of any violent act upon an employee.
- Post-event trauma counseling for those employees desiring such assistance.

- Formatted: No underline, Underline color: Auto
- Formatted: Indent: Left: 0"
- Formatted: Indent: Left: 0.33", Hanging: 0.17"
- Formatted: No underline, Underline color: Auto
- Formatted: Indent: Left: 0.33", Hanging: 0.17", Right: 0.09", Space Before: 0 pt, After: 0 pt, Bulleted + Level: 1 + Aligned at: 0.33" + Indent at: 0.58", No widow/orphan control, Don't allow hanging punctuation, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

Training and instruction is conducted at minimum at new hire orientation, annually or when laws or procedures change.

Workplace security training and instruction includes, but is not limited to, the following:

- Techniques for recognizing the potential for violence.
- Preventive measures to reduce the threat of workplace violence, including procedures for reporting workplace security hazards.
- In addition, specific instructions shall be provided to all employees regarding workplace security hazards unique to their job assignment.
- Non Violent Crisis Intervention training is required within 60 days of hire for employees in high-risk areas and those whose assignment is to respond to

alarms or other notifications of violent incidents or whose assignments involve confronting or controlling persons exhibiting aggressive or violent behavior the following employees: Emergency Department, Mental Health Hospital, and Security. Refresher classes are also required, every 12 months for Mental Health Hospital and Security staff and 18 months for Emergency Department staff.

- How employees will document and communicate to other employees (including between shifts and units) information regarding conditions that may increase the potential for workplace violence incidents.

•

Managers and Supervisors shall be trained to:

- Ensure that employees are not placed in assignments that compromise safety and in methods and procedures which will reduce the security hazards.
- Respond~~Behave~~ compassionately towards co-workers when an incident does occur.
- Ensure that employees follow safe work practices and receive appropriate training to enable them to do this.
- Reinforce the Work Place Violence Prevention Program, promote safety and security, and ensure employees receive additional training as the need arises.

Workplace Violence Response Team

Employees whose job duties include responding to alarms or other notifications of violent incidents will receive additional, interactive training that is specific to confronting or controlling persons exhibiting aggressive or violent behaviors.

These team members will receive the highest level of Crisis Intervention Training.

1. Nursing Supervision
2. All Department Managers/Asst. Managers, Directors
3. Charge Staff
4. Security Department
5. Facilities/Maintenance Department
6. Clinical Engineering
7. PFS/Case Management

PROCEDURES FOR IDENTIFYING POTENTIAL TYPE 2 VIOLENCE

- Behavior Dysfunction
- Developmentally Delayed
- Domestic Violence
- Forensic Patient (Jail/Corrections/in-Custody Prisoner)
- Gang Affiliation

Formatted: Indent: Left: 0.53", No bullets or numbering

Formatted: Font: 12 pt

Formatted: Left

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

- Intoxication (drugs or alcohol)
- Mental Illness with Aggressive Tendencies

Procedures to Identify and evaluate patient-specific risk factors

We have a process in place to evaluate patient-specific risk factors which can include

1. Patient mental status and conditions that may cause the patient to non-responsive to instruction or behave unpredictably, disruptively, uncooperatively, or aggressively.
2. A patient's treatment and medication status, type, and dosage, as its know to the health care facility and employees
3. A patient's history of violence, as is known to the health facility and employees
4. Any disruptive or threatening behavior displayed by patient.

Formatted: Left, Indent: Left: 0", Hanging: 0.5"

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Indent: Left: 0", Hanging: 0.5"

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Left

Formatted: Font: Bold

Formatted: Font: Not Bold, Not Italic

Formatted: Left

Formatted: Font: Not Italic

Formatted: Font: Not Bold, Not Italic

Violence Risk Screening

Violence is a complex social interaction, characterized by an inability to cooperate and negative emotions, that may include nonverbal, verbal, and physical behavior that is threatening or harmful to others or property.

Using a standardized evidence-based tool which assists in the prediction of violent behavior, screening will be used for all children aged 10 and over and all adult patients at the point of entry to Kaweah Delta Medical Center (KDMC), inpatient/outpatient services, Kaweah Delta Rehabilitation Hospital, Sub-acute and Transitional Care Services, and Urgent Cares.

On admission to inpatient units or at the beginning of outpatient services and as needed for behavioral changes:

1. Patients will be observed for potential of risk to harm or others by licensed nursing staff using the Broset violence checklist.
2. If the licensed nursing staff determines the patient is at risk for harm to others, an indicator will be activated to alert staff of potential risk.

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Bold

Formatted: Left, Indent: Left: 0", Hanging: 0.5"

Formatted: Font: 12 pt

Incidents That Must be Reported

1. An incident involving the use of a firearm or other dangerous weapon, regardless of whether the employee sustained an injury. For the purpose of this reporting requirement, a "dangerous weapon" means an instrument capable of inflicting death or serious bodily injury.
2. The use of physical force against an employee by a patient or a person accompanying a patient that results in, or has a high likelihood of resulting in injury, psychological trauma, or stress, regardless of whether the employee sustains an injury. For the purpose of determining whether an incident must be reported, "injury" means an incident which results in one or more of the following

Formatted: Indent: Left: 0", Hanging: 0.5"

Formatted: Font: 12 pt

Formatted: Font: 12 pt

a. Death- Any occupational injury that results in death, regardless of the time between injury and death. (Title 8, California Code of Regulations, Section 14300.46)

Formatted: Indent: Left: 0.69", Hanging: 0.16"

b. One or more days away from work (which includes the day the injury occurred)

c. Restricted work or transfer to another job. Restricted work occurs when, as a result of the work related injury, the employer keeps the employee from performing on or more of the routine functions of the job, or from working the full workday that he or she would otherwise have been scheduled to work; or a licensed health care professional recommends the employee not perform one or more of the routine functions of the job, or not work the full workday. A "routine function" is a work activity that the employee regularly performs at least once a week. [Title 8, California Code of Regulations, Section 14300.7(b)(4)].

d. Medical treatment beyond first aid. "Medical treatment" means the management and care of a patient to combat disease or disorder. For the purpose of the law, medical treatment does not include:

- Visits to a licensed health care professional solely for observatory or counseling;
- The conduct of diagnostic procedures, such as x-rays and blood tests, including the administration of prescription medications used solely for diagnostic purposes (e.g., eye drops to dilate pupils); or
- First aid

Formatted: Bulleted + Level: 3 + Aligned at: 1.25" + Indent at: 1.5"

Formatted: Font: 12 pt

e. Loss of consciousness, regardless of the length of time the employee remains unconscious.

Formatted: Indent: Left: 0.69", Hanging: 0.16"

f. A significant injury diagnosed by a licensed health care professional. In the context of workplace violence, this could be a fractured or cracked toe or rib, or a punctured eardrum. Most significant injuries that must be reported will involve one of the categories above (death, days away from work, medical treatment beyond first aid, or loss of consciousness)

[Title 8, California Code of Regulations, Section 14300.7] If the employee reports psychological trauma or stress as a result of the use of physical force by a patient, visitor, employee or other individual at the worksite, the incident must be reported, even if there is no physical injury.

References:

Title 8; California Code of Regulations (CCR) §3203

Health and Safety Code 1257.7

Assembly Bill 508

http://www.dir.ca.gov/dosh/dosh_publications/worksecurity.html

The Joint Commission – Environment of Care Standards, 2010 Edition

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: (Default) Arial, 12 pt

WORKPLACE VIOLENCE CHECKLIST

Formatted: Centered

Purpose: *To provide a safe and secure healthcare environment for patients, visitors, volunteers, physicians and employees. Also, to assist employees in managing and/or de-escalating the situation.*

Note: *If the situation involves a weapon, immediately notify PBX and "Code Silver and Location".*

STAFF RESPONSE

Formatted: Centered

In a violent or imminently violent situation:

- Call Security at Ext 44
- Provide the District operator with the following information:
- Code Gray or Code Silver
- State your name, where you are and where the incident is occurring and if weapons are involved

Formatted: Indent: Hanging: 1.25"

(Code Silver)

- Description and number of suspects.
- Number and location of hostages.
- Number and type of weapons involved.
- Within the limits of personal safety, clear the area and limit access to area and to patient as much as possible.
- Immediately notify your manager or immediate supervisor and the House Supervisor.
- Seek shelter, protecting patients as able.
- Complete an occurrence report and sent to Risk Management.

In a potentially violent situation:

- Call Security, Ext 44
- Clear the area as able
- Complete an occurrence report and send to Risk Management

MANAGER

Formatted: Centered

In a violent or imminently violent situation:

- Call Security at Ext 44
- Provide the District operator with the following information:
- Code Gray or Code Silver
- State your name, where you are and where incident is occurring and if weapons are involved

(Code Silver)

- Description and number of suspects.
- Number and location of hostages.
- Number and type of weapons involved.
- Clear the area and limit access to area and to patient as much as possible.
- Complete an occurrence report and send to Risk Management

In a potentially violent situation:

- Call Security, Ext 44

- Notify Human Resources if an employee is involved.
- Complete and occurrence report and send to Risk Management.

SECURITY

Formatted: Centered, Position: Horizontal: Left, Relative to: Margin, Vertical: 0.08", Relative to: Paragraph, Horizontal: 0.13", Wrap Around

In a violent or imminently violent situation:

- Respond to reported situation and assess for (1) type of violence. (2) Threat of physical danger and the need for police assistance.
- Manage the incident in accordance with Security Department policy and procedures.
- Follow-up with investigation and written security incident report.

In a potentially violent situation:

- If the situation permits, consult with Supervisor/Lead Office in Security to determine the appropriate action to take
- Follow up with investigation, provide written incident report.

Reporting Responsibilities:

- Any act of assault or battery that results in injury or involves the use of a firearm other dangerous weapon against any on-duty personnel SHALL be reported to the local police department within 72 hours of the incident.
- Any other act of assault of battery against any on-duty personnel MAY be reported to the local police department within 72 hours of the incident.

SECURITY SERVICES MANAGER

Formatted: Centered

Violent or imminently violent situation:

- Once a reported incident is stabilized, follow up with Risk Management, Human Resources and the manager of the department affected by the incident.

Potentially violent situation:

- If the situation permits, conduct with Risk Management, Human Resources and the other appropriate management to determine the appropriate action to take.

Note: When notified by the Security Officer on the scene that a "Code Gray" is in progress, Security will send back up support as needed.

HUMAN RESOURCES

Formatted: Centered

In a violent or imminently situation:

- If the situation permits, verify with Security or other appropriate management, the assessment of the injury or threat to the employee.
- Jointly with Security and Department Manager, assess the need to remove and/or reassign the employee to a more secure work area.

In a potentially violent situation:

- Consult with Risk Management, Security and Department Manager to determine the appropriate action to take.
- Maintain documentation of all actions taken, and maintain in Human Resources.

RISK MANAGEMENT

Formatted: Centered

In a violent or imminently, or potentially violent situation:

- Use routine risk management process for all imminently violent events

REPORTING RESPONSIBILITIES- EMPLOYEE VICTIM

Formatted: Centered

Employee Health

- If an employee reports to Employee Health with an injury related to an incident of violence, after treatment has been rendered, the Employee Health personnel has a duty to report the incident to the local police department (verify with Security to determine if the incident has been reported).

Emergency Department

- When you hear PBX announce "Code Silver, All Clear," or "Code Grey" All Clear", return to your normal work duties, unless other directed.
- In the event Employee Health is closed, the Emergency Department has the same duty to report to the police department any injury to an employee which was sustained due to an incident of violence. Verify with security to determine if the incident has been reported.

Formatted: Font: 12 pt

approval



Emergency Management Manual

WORKPLACE VIOLENCE CHECKLISTS

Purpose: To provide a safe and secure healthcare environment for patients, visitors, volunteers, physicians and employees. Also, to assist employees in managing and/or de-escalating the situation.

Note: If the situation involves a weapon, immediately notify PBX and "Code Silver and location".

STAFF RESPONSE

In a violent or imminently violent situation:

- Call Security at Ext 44
- Provide the District operator with the following Information:
 - Code Gray or Code Silver
 - State your name, where you are and where incident is occurring and if weapons are involved (Code Silver).
 - Description and number of suspects.
 - Number and location of hostages.
 - Number and type of weapons involved.
- Within the limits of personal safety, clear the area and limit access to area and to patient as much as possible.
- Immediately notify your manager or immediate supervisor and the House Supervisor.
- Seek shelter, protecting patients as able.
- Complete an occurrence report and send to Risk Management.

In a potentially violent situation:

- Call Security, Ext 44.
- Clear the area as able
- Complete an occurrence report and send to Risk Management.

MANAGER

In a violent or imminently violent situation:

- Call Security at Ext 44
- Provide the District operator with the following Information:
 - Code Gray or Code Silver
 - State your name, where you are and where incident is occurring and if weapons are involved (Code Silver).
 - Description and number of suspects.
 - Number and location of hostages.
 - Number and type of weapons involved.
- Clear the area and limit access to area and to patient as much as possible.
- Complete an occurrence report and send to Risk Management.

In a potentially violent situation:

- Call Security, Ext 44.
- Notify Human Resources if an employee is involved.
- Complete an occurrence report and send to Risk Management.

SECURITY

In a violent or imminently violent situation:

- Respond to reported situation and assess for (1) type of violence, (2) Threat of physical danger and the need for police assistance.
- Manage the incident in accordance with Security Department policy and procedures.
- Follow-up with investigation and written security incident report.



Emergency Management Manual

In a potentially violent situation:

- If the situation permits, consult with Supervisor/Lead Office in Security to determine the appropriate action to take.
- Follow-up with investigation, provide written security incident report.

Reporting Responsibilities:

- Any act of assault or battery that results in injury or involves the use of a firearm or other dangerous weapon against any on-duty personnel SHALL be reported to the local police department within 72 hours of the incident.
- Any other act of assault or battery against any on-duty personnel MAY be reported to the local police department within 72 hours of the incident.

SECURITY SERVICES MANAGER

Violent or imminently violent situation:

- Once a reported incident is stabilized, follow up with Risk management, Human Resources and the manager of the department affected by the incident.

Potentially violent situation:

- If the situation permits, conduct with Risk Management, Human Resources and the other appropriate management to determine the appropriate action to take.

Note: When notified by the Security Officer on the scene that a "Code Gray" is in progress, Security will send back up support as needed.

HUMAN RESOURCES

In a violent or imminently violent situation:

- If the situation permits, verify with Security or other appropriate management, the assessment of the injury or threat to the employee.
- Jointly with Security and Department Manager, assess the need to remove and/or reassign the employee to a more secure work area.

In a potentially violent situation:

- Consult with Risk Management, Security and Department Manager to determine the appropriate action to take.
- Maintain documentation of all actions taken, and maintain in Human Resources.

RISK MANAGEMENT

In a violent or imminently violent, or potentially violent situation:

- Use routine risk management process for all imminently violent or violent events.

REPORTING RESPONSIBILITIES – EMPLOYEE VICTIM

Employee Health:

- If an employee reports to Employee Health with an injury related to an incident of violence, after treatment has been rendered, the Employee Health personnel has a duty to report the incident to the local policy department (verify with Security to determine if the incident has been reported).

Emergency Department:

- When you hear PBX announce "Code Silver, All Clear," return to your normal work duties, unless otherwise directed.
- In the event Employee Health is closed, the Emergency Department has the same duty to report to the policy department any injury to an employee which was sustained due to an incident of violence. Verify with security to determine if the incident has been reported.

"These guidelines, procedures, or policies herein do not represent the only medically or legally acceptable approach, but rather are presented with the recognition that acceptable approaches exist. Deviations under appropriate circumstances do not represent a breach of a medical standard of care. New knowledge, new techniques, clinical or research data, clinical experience, or clinical or bio-ethical circumstances may provide sound reasons for alternative approaches, even though they are not described in the document."

approval



Policy Number: BOD1	Date Created: 09/08/2004
Document Owner: Cindy Moccio (Board Clerk/Exec Assist-CEO)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
Orientation of a New Board Member	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

PURPOSE: To acquaint newly-elected or appointed directors with Board policies and procedures and the fundamental organizational, physical, and operational aspects of the District.

POLICY: The Board of Directors, the Chief Executive Officer, and Kaweah Delta Health Care District staff shall assist each new member-electee or appointee to understand the Board’s functions, policies, and procedures upon taking office.

PROCEDURE:

- I. The Board member shall be given and will review the following materials with the Board President related to carrying out the duties of a Kaweah Delta Health Care District Board of Directors member including the following:
 - A. Board of Directors Bylaws
 - B. Board of Directors Policies
 - C. Board of Directors member listing including terms of office
 - D. Board Committee Structure
 - E. Board minutes for the past year
 - F. District Conflict of Interest Policy including Statement of Economic Interest (Form 700) to be completed upon taking office.
 - G. Brown Act Guidelines

- II. The Chief Executive Officer shall assist each new Board member in the review of the following materials relevant to District orientation.
 - A. Vision, Mission, and [Values Pillars](#)
 - B. District Goals
 - C. Strategic Plan and Initiatives
 - D. Projects and Priorities
 - E. District’s Organization Chart
 - F. Budget for current fiscal year, immediate prior fiscal year and current financial statement. This will be reviewed with the Board member in an education session on the Districts financial statements.
 - G. Continuum of Care
 - H. Kaweah Delta [Health Care District](#) Medical Staff [Officer-Executive Committee](#) member listing

- III. The Chief Executive Office will coordinate a personal introduction of the new Board member to the Kaweah Delta ~~Health Care District~~ Medical Executive Committee members.
- IV. The Chief Executive Officer will coordinate a tour of all of the District facilities for the new Board member and meetings with the District's ~~Sr. Vice Presidents~~ ~~and Vice Presidents~~.
- V. Incoming Board members shall be invited to attend Board meetings prior to taking office to become familiar with Board discussions and meeting protocol.
- VI. New Board members will be invited to attend ~~ACHD~~ ~~and~~ Governance Institute (GI) Conferences where they will receive materials relative to Board member duties in conjunction with their training at these sessions.
- VII. After elected, a new Board member will be assigned another Board member to serve as a mentor.

"These guidelines, procedures, or policies herein do not represent the only medically or legally acceptable approach, but rather are presented with the recognition that acceptable approaches exist. Deviations under appropriate circumstances do not represent a breach of a medical standard of care. New knowledge, new techniques, clinical or research data, clinical experience, or clinical or bio-ethical circumstances may provide sound reasons for alternative approaches, even though they are not described in the document."



Policy Number: BOD2	Date Created: 09/01/2004
Document Owner: Cindy Moccio (Board Clerk/Exec Assist-CEO)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
Chief Executive Officer (CEO) Transition	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

PURPOSE: It is the belief of the Board of Directors of Kaweah Delta Health Care District (Kaweah Delta) that the continued proper functioning of the District, the maintenance of the highest quality of patient care and the preservation of the District’s financial integrity require that the District have a pre-established and orderly process for replacement of the CEO, in the event of the CEO’s death, disability or termination of his/her employment relationship with the District.

Accordingly the Board adopts the following policy.

POLICY:

- I. **Temporary Succession of CEO when unable to perform duties.** In the event the CEO becomes unable to perform his/her duties as the result of death or the sudden onset of disability, or in the event the Board decides to immediately terminate the District’s employment relationship with the CEO, the ~~Senior Vice President/Chief Operating Officer~~Chief Nursing Officer shall immediately assume those responsibilities pending further action of the Board Of Directors. In the event the ~~Senior Vice President/Chief Operating Officer~~Chief Nursing Officer is unable to immediately assume those responsibilities because of death, disability or vacancy in the position of ~~Senior Vice President/Chief Operating Officer~~Chief Nursing Officer, then the ~~Senior Vice President/Chief Financial Officer~~Chief Financial Officer shall immediately assume those responsibilities pending further action of the Board of Directors.
- II. **Death of the CEO** - In the event of the CEO’s death, the Board shall immediately commence the process for hiring a new CEO.
- III. **Temporary Disability of the CEO** - If the disability of the CEO is temporary, as determined by Board in the reasonable exercise of its discretion, after reviewing appropriate medical information, the CEO shall again assume the duties of CEO as soon as he/she is able.
- IV. **Permanent Disability of the CEO** - If the disability of the CEO is permanent (i.e. will extend for 6 months or more) and prevents the CEO from performing his/her duties, as determined by the Board in the reasonable exercise of its discretion, after reviewing appropriate medical information, the Board may terminate the CEO’s contract, in accordance with the contract provisions, and commence the process for hiring a new CEO.

V. **Voluntary termination of the CEO's employment contract** - If the CEO advises the Board of his/her intention to voluntarily end his/her employment relationship with the District, or if the Board makes a decision to terminate the CEO's contract or a decision not to renew the CEO's contract at the expiration of its term, the Board shall commence the process for hiring a new CEO expeditiously so as to minimize, or avoid if possible, the time during which there would be no CEO under contract with the District.

VI. **Involuntary Termination of the CEO**

- A. Basis. During the term of his/her contract, the CEO's employment may be terminated by the Board if the CEO fails to properly carry out the responsibilities of the CEO, if the CEO engages in conduct which reflects poorly on the District, if the CEO engages in conduct which is criminal or which involves moral turpitude, or if, for any other reason, the Board loses confidence in the CEO's ability to properly discharge the duties of CEO.
- B. Interim Suspension. In the event the Board makes a preliminary determination to terminate the employment of the CEO, the Board shall have the right, in the exercise of its discretion, to immediately suspend all or any part of the responsibilities of the CEO, pending the outcome of the hearing described in Subparagraph 3 below.
- C. Confirmatory Hearing. If the Board makes a decision to terminate the employment of the CEO, the CEO shall have the right, within five (5) days of being advised of the Board's decision, to request, in writing, a hearing on the Board's decision. The written request shall be delivered to the Board President. Failure to request a hearing within that time, and in the manner described, shall be deemed a waiver of the hearing.

If properly requested, the hearing shall be held within ten (10) days of the CEO's request and shall be conducted before one of the personnel hearing officers appointed by the Board to conduct personnel hearings of District employees. The purpose of the hearing will be to allow the hearing officer to review the evidence relevant to the Board's decision to terminate the employment of the CEO, and to have the hearing officer render an opinion indicating his/her agreement or disagreement with the Board's decision. Each side may be represented by counsel and may offer oral and/or documentary evidence and may cross examine the witnesses who testify. The strict rules of evidence will not apply. The hearing officer will have the discretion to admit or deny whatever evidence he/she deems appropriate and to give whatever weight he/she deems warranted to the evidence admitted. The hearing officer will render a written opinion within two (2) days of the hearing.

The decision of the hearing officer is advisory only. Nothing in this policy or in the conduct of the hearing shall be interpreted or deemed to reflect a right in the CEO to continued employment beyond the specific terms of this policy and the CEO's contract.

VII. **Hiring of a new CEO**

- A. Recruitment and Search. When it becomes necessary for the Board to replace the CEO, the District will look internally as well as advertising the position widely and/or engage a consultant to assist in the search, in a manner which the Board determines at that time

will be effective for attracting qualified candidates. If, however, in the Board's opinion, a qualified candidate (or candidates) are already employed by the District, the Board, at its discretion, may waive the foregoing requirements. The Board may consult with the District's Vice President for Human Resources to acquire information on processes available for advertising the position or for engaging a consultant to assist in the search for a new CEO. At the time of the search, the Board will establish criteria for selecting its new CEO.

- B. Interviews of Prospective CEO Candidates. Interviews of prospective CEO candidates will be done by the entire Board. The Board will determine in the exercise of its discretion if individuals other than elected Board members will participate in the actual CEO candidate interviews. In the course of evaluating potential candidates, the Board will consult with the President of the District's Medical Staff and ask him/her to make recommendations to the Board on the candidates under consideration.
- C. CEO Contract. The CEO shall be employed for a definite period of time pursuant to a written contract which sets forth the specific terms of the CEO's employment, including the compensation and other consideration to be paid, the term of the agreement, a detailed description of the duties of the CEO, the specific criteria to be used by the Board to evaluate the CEO's performance, and the bases upon which the contract can be terminated by either the Board or the CEO. The contract shall require the CEO to provide at least six (6) months' notice of the CEO's voluntary termination of the contract.

It is the policy of the District to compensate the CEO in a manner that is appropriately competitive in the marketplace, taking into consideration, among other things, the compensation paid to CEOs of similar sized California hospitals. Accordingly, the Board will review surveys of salaries paid to CEOs of California hospitals as part of the process of setting the CEO's compensation. The Board may consult with the District's Vice President for Human Resources to acquire information on available survey information.

"These guidelines, procedures, or policies herein do not represent the only medically or legally acceptable approach, but rather are presented with the recognition that acceptable approaches exist. Deviations under appropriate circumstances do not represent a breach of a medical standard of care. New knowledge, new techniques, clinical or research data, clinical experience, or clinical or bio-ethical circumstances may provide sound reasons for alternative approaches, even though they are not described in the document."

Policy Number: BOD3	Date Created: 11/02/1999
Document Owner: Cindy Moccio (Board Clerk/Exec Assist-CEO)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
Chief Executive Officer (CEO) Criteria	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

The Board has determined that the criteria to be used in the selection of the Chief Executive Officer will be as follows:

I. Education

- A. A graduate degree in healthcare management is required. Such degree could be from a variety of graduate schools such as a business school, a school of public health, school of public administration or a school with an interdisciplinary program. An equivalency to a graduate degree in health administration will be considered if the candidate has bachelor's degree with professional certification and a minimum of five years' experience in an executive leadership position in a hospital or healthcare system.
- B. The prospective candidate should be a Fellow in the American College of Healthcare Executives or a member committed to advancement in this professional organization.
- C. The candidate should possess business ability and financial acumen that has been demonstrated in past executive management or leadership positions. The candidate in this regard should be familiar with business proformas, budgets, financial statements, and decision-making tools.
- D. The candidate should demonstrate a social conscience in terms of specific activities, which relates to development or implementation of services related to the improvement of health or the quality of life in the population being served.

II. Spirit of Service

- A. The candidate should have values that are patient centered and compatible with the values of the District.
- A. The candidate should demonstrate skills and competency in the requirements of leadership and organizational development.
- B. The candidate should possess imagination and creativity and should show results which demonstrate this characteristic.
- C. The candidate should have initiative and be able to work independently and without supervision to carry out the policies of the Board and the strategic plan of the District.
- D. The candidate must possess executive ability, which involves maintaining a sound organization that has both human and fiscal resources necessary to carry out the Mission of the District.

- E. The candidate should have a track record of diplomacy and effectiveness in dealing with a wide variety of constituents and a record of being successful in handling difficult and complex situations.

"These guidelines, procedures, or policies herein do not represent the only medically or legally acceptable approach, but rather are presented with the recognition that acceptable approaches exist. Deviations under appropriate circumstances do not represent a breach of a medical standard of care. New knowledge, new techniques, clinical or research data, clinical experience, or clinical or bio-ethical circumstances may provide sound reasons for alternative approaches, even though they are not described in the document."

review



Policy Number: BOD7	Date Created: 10/30/2013
Document Owner: Cindy Moccio (Board Clerk/Exec Assist-CEO)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
Presentation of Claims and Service Process	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

POLICY: Suits for money or damages filed against a public entity such as Kaweah Delta Health Care District (hereinafter "~~District~~Kaweah Delta") are regulated by statutes contained in division 3.6 of the California Government Code, commonly referred to as the Government Claims Act. Government Code § 905 requires the presentation of all claims for money or damages against local public entities such as ~~the District~~Kaweah Delta, subject to certain exceptions. Claims for personal injury and property damages must be presented within six (6) months after accrual; all other claims must be presented within one (1) year.

Presentation of a claim is generally governed by Government Code § 915 which provides that a claim, any amendment thereto, or an application for leave to present a late claim shall be presented to ~~the District~~Kaweah Delta by either delivering it to the clerk, secretary or auditor thereof, or by mailing it to the clerk, secretary, auditor, or to the governing body at its principal office.

Service of process on a public entity such as ~~the District~~Kaweah Delta is generally governed by Code of Civil Procedure § 416.50 which provides that a summons may be served by delivering a copy of the summons and complaint to the clerk, secretary, president, presiding officer or other head of its governing body.

This policy is intended to precisely identify those individuals who may receive claims on behalf of ~~the District~~Kaweah Delta and those individuals who may receive a summons and complaint on behalf of ~~the District~~Kaweah Delta.

PROCEDURE:

I. Presentation of a Government Claim

- A. Personal Delivery. Only the Board Clerk, the Board Secretary, or the Auditor are authorized to receive delivery of a Government Claim on behalf of ~~the District~~Kaweah Delta. In the absence of the Board Clerk, the Board Secretary, and the ~~District's~~ Auditor, the District Chief Compliance Officer is authorized to receive personal delivery of a government claim on behalf of ~~the District~~Kaweah Delta. No other individual is authorized to receive delivery of a Government Claim on behalf of ~~the District~~Kaweah Delta.
- B. Mailing. Only the Board Clerk, the Board Secretary, or the Auditor are authorized to receive mailing of a Government Claim on behalf of ~~the District~~Kaweah Delta.

No other individual is authorized to receive mailing of a Government Claim on behalf of ~~the District~~Kaweah Delta, unless the claim is addressed to the Board of Directors and mailed to the Board of Directors ~~of the District of~~Kaweah Delta at 400 West Mineral King Avenue, Visalia, CA, 93291, the principal office of the Board of Directors.

- C. Processing a Presented Claim. If a claim is (1) delivered to the Board Clerk, the Board Secretary, or the Auditor. In the absence of the Board Clerk, the Board Secretary, and the District's Auditor, the ~~District~~Chief Compliance Officer is authorized to receive personal delivery of a government claim on behalf of the District; or (2) received in the mail addressed to the Board Clerk, the Board Secretary, or the Auditor; or (3) received in the mail addressed to the Board of Directors of ~~the District~~Kaweah Delta at 400 West Mineral King Avenue, Visalia, CA, 93291, the claim shall be immediately provided to the Board Clerk so the date, time and manner of delivery/ mailing can be recorded by the Board Clerk in a log to be maintained in the Board Clerk's office. The Board Clerk shall then make prompt arrangements to have a copy of the claim, as well as the log information for the claim, provided to the ~~District's~~Kaweah Delta Risk Management Department and to the legal counsel for ~~the District~~Kaweah Delta who will be representing ~~the District~~Kaweah Delta with respect to the claim. In the event that a claim is accepted by the Auditor, in the absence of the Board Clerk, the claim shall be marked with the date/time and manner of delivery/ mailing recorded. The claim shall be immediately forwarded to the Risk Management Department to be processed as noted above.

If delivery of a claim is attempted on any individual other than the Board Clerk, the Board Secretary, or the Auditor, then the person attempting delivery shall be advised by the individual on whom delivery of a claim is being attempted that he/she is not authorized to receive delivery of a claim on behalf of ~~the~~DistrictKaweah Delta and he/she shall decline to accept delivery. If a claim is delivered to any individual other than the Board Clerk, the Board Secretary, or the Auditor, then the claim shall be promptly forwarded directly to ~~the District's~~Kaweah Delta's general counsel for possible return to the sender. The ~~District's~~District's general counsel shall advise the District's Risk Management Department of the handling of the improperly presented claim.

If a claim is received in the mail that is not addressed to the Board Clerk, the Board Secretary, or the Auditor and is not addressed to the Board of Directors of ~~the District~~Kaweah Delta at 400 West Mineral King Avenue, Visalia, CA, 93291, then the claim shall be promptly forwarded directly to ~~the District's~~Kaweah Delta's general counsel for possible return to the sender. Kaweah Delta's~~The District's~~ general counsel shall advise the ~~District's~~District's Risk Management Department of the handling of the improperly presented claim.

II. **Service of Summons and Complaint.**

- A. Personal Delivery. Only the Board Clerk, the Board Secretary or the Board President is authorized to accept delivery of a summons and complaint on behalf of ~~the District~~Kaweah Delta. In the absence of the Board Clerk, the Board Secretary, or the Board President, the ~~District~~Chief Compliance Officer is

authorized to receive personal delivery of a Summons and Complaint on behalf of ~~the District~~Kaweah Delta. In the absence of the Board Clerk, Board Secretary, Board President and the ~~District-Chief~~ Compliance Officer, the ~~administration~~ Administration Department staff will contact ~~the District's~~Kaweah Delta's general counsel who will advise how to proceed with the service of the summons and complaint. No other individual, and no other manner of service, is authorized in the absence of a court order or a specific authorization from the Board President, who is granted limited authority as described in this policy.

- B. Processing a Delivered Summons and Complaint.** If a summons and complaint are delivered to the Board Clerk, the Board Secretary or the Board President, they shall be immediately provided to the Board Clerk so the date, time and manner of delivery can be recorded by the Board Clerk in a log to be maintained in the Board Clerk's office. In the absence of the Board Clerk, the Board Secretary, or the Board President, the ~~District-Chief~~ Compliance Officer is authorized to receive personal delivery of a Summons and Complaint on behalf of the District. The Board Clerk shall then make prompt arrangements to have a copy of the summons and complaint, as well as the log information for the summons and complaint, provided to the ~~District's~~ Risk Management Department and to the legal counsel for ~~the District~~Kaweah Delta who will be representing ~~the District~~Kaweah Delta with respect to the litigation.

If service of a summons and complaint is attempted on any individual other than the Board Clerk, the Board Secretary or the Board President, then the person attempting delivery shall be advised by the individual on whom delivery is being attempted that he/she is not authorized to accept service of a summons and complaint on behalf of ~~the District~~Kaweah Delta and he/she shall decline to accept service.

An exception to the forgoing may be made only in circumstances where legal counsel for ~~the District~~Kaweah Delta receives prior authorization from the Board President to accept service of a summons and complaint on behalf of ~~the~~ DistrictKaweah Delta.

If a summons and complaint is received under circumstances other than by delivery to the Board Clerk, the Board Secretary or the Board President, or through receipt by legal counsel with prior authorization from the Board President to accept service on behalf of ~~the District~~Kaweah Delta, then the summons and complaint shall be promptly forwarded directly to ~~the District's~~Kaweah Delta's general counsel for possible return to the party who attempted service. ~~The District's—Kaweah Delta's~~ general counsel shall advise the ~~District's—~~Risk Management Department of the handling of the improperly served summons and complaint.

"These guidelines, procedures, or policies herein do not represent the only medically or legally acceptable approach, but rather are presented with the recognition that acceptable approaches exist. Deviations under appropriate circumstances do not represent a breach of a medical standard of care. New knowledge, new techniques, clinical or research data, clinical experience, or clinical or bio-ethical circumstances may provide sound reasons for alternative approaches, even though they are not described in the document."



Policy Number: BOD4	Date Created: 06/01/2008
Document Owner: Cindy Moccio (Board Clerk/Exec Assist-CEO)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
Executive Compensation	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

PURPOSE: This Executive Compensation Policy of Kaweah Delta Health Care District (“Kaweah Delta”) is intended to set forth the rationale and the processes to be utilized by the Board of Directors (“Board”) with respect to the compensation of the Chief Executive Officer (“CEO”), and to set forth the rationale and the processes to be utilized by the CEO with respect to the compensation of the other members of the Executive Team.

Currently, competition for quality executives in the healthcare industry is very high while the years of continuous employment of healthcare executives at a specific institution is surprisingly low. Unnecessary turnover in executives, especially the CEO, can cause major disruptions at healthcare institutions, potentially adversely impacting employee relations, Medical Staff relations, strategic planning, organizational development, implementation of programs and services, physician and patient satisfaction and ultimately the quality of care.

It is the position of the Board, in order to maintain appropriate continuity in the Executive Team, while at the same time continuing as good stewards of Kaweah Delta’s funds, that the CEO and the members of the Executive Team should receive total compensation that is at or near the median for executives in functionally comparable positions at comparable institutions. Comparable institutions will be included, consistent with industry standards, on the basis of number of licensed beds, nonprofit status, number of full-time employees, and geographic location, among other factors.

It is also the position of the Board, after years of working with an independent consulting firm with expertise in healthcare executive compensation, that incentive compensation for healthcare executives is a common, expected and valuable part of a total compensation package. Accordingly, it will continue to be the policy of Kaweah Delta to provide for appropriate incentive compensation for members of the Executive Team as part of their total compensation.

POLICY:**I. Chief Executive Officer**

- A. **CEO Contract.** Employment of the CEO at Kaweah Delta is pursuant to written contract between Kaweah Delta and the CEO. California law permits each contract with the CEO to be up to four (4) years in duration. When negotiating a new or renewed contract with the CEO, the Board President shall be the chief negotiator for the Board and shall work closely with legal counsel for Kaweah Delta with respect to the negotiation and completion of the written agreement. The Board President may utilize the assistance of the Board Secretary in conducting and evaluating CEO negotiations. The Board President will regularly report to the full Board on the status of CEO contract negotiations. All terms of an agreement with the CEO are subject to final approval by the entire Board.
- B. **CEO Base Salary.** The appropriateness of the CEO's Base Salary will be confirmed on an annual basis through the use of an outside and independent consulting firm with nationwide expertise in healthcare executive compensation. Automatic annual adjustment of the CEO's base salary, consistent with adjustments in the base salaries of CEO's in comparable institutions, may be provided for in the written agreement with the CEO. Confirmation of any compensation adjustment pursuant to a written contract provision will be made by the full Board.
- C. **Potential CEO Incentive Compensation.** Part of the CEO's annual compensation will be on an incentive basis, i.e., based on the successful completion of specific, objectively definable and measurable goals for that contract year. The goals, the potential incentive compensation amount, and the percentage of the total incentive compensation amount attributable to the successful completion of each goal must be set in advance, must be in writing, and must be agreed to by the CEO and the Board. The successful completion of each of the goals must be capable of determination on an objective basis. Potential incentive compensation amounts for the CEO for each contract year shall be within the range set forth in the last data received from the healthcare executive compensation consultant, and shall be consistent with the Board's general approach to maintaining the combination of base CEO salary and potential incentive compensation amounts at or near the median for comparable institutions. The Board President and the CEO will confer at the end of the contract year with respect to the CEO's successful completion of the incentive goals, and together they will report their determinations to the full Board. Any incentive compensation amount to be paid to the CEO as the result of successful completion of goals must be approved in advance by the full Board.
- D. **Overall Consideration.** As an employee of Kaweah Delta, the CEO will be entitled to health and retirement benefits as offered to other employees of Kaweah Delta. In evaluating and setting base salaries, incentive compensation, and overall consideration, the Board shall take into

consideration and may make adjustments for the overall consideration (which may include health, life and disability benefits, deferred compensation or other retirement benefits, and other perquisites common in the industry) provided to CEO's in comparable institutions, with a view toward having the total overall consideration provided to Kaweah Delta's CEO be at or near the median of the total overall consideration provided to CEO's at comparable institutions.

II. **Executive Team Compensation Other Than the CEO.**

- A. **Base Salaries.** The appropriateness of the base salaries of Executive Team members other than the CEO will be confirmed on at least a biennial basis through use of an outside and independent consulting firm with expertise in healthcare executive compensation. The CEO and the Board President will confer on an annual basis with respect to the most recent information received from the consultant and the consistency of existing executive compensation ranges with that information. The CEO retains authority to set base salary amounts consistent with the information received from the consultant and consistent with the Board's general approach to maintaining executive base salaries at or near the median for comparable institutions.
- B. **Potential Incentive Compensation.** On an annual basis, Kaweah Delta will include in its budget a specific amount for potential incentive compensation for members of the Executive Team. The CEO and the Board President will work together, with counsel for Kaweah Delta if necessary, to establish specific, objectively definable goals for each of the members of the Executive Team for that fiscal year. The goals, the potential incentive compensation amounts, and the percentage of the total incentive compensation amount for that executive attributable to the successful completion of each goal must be set in advance, must be in writing, and must be agreed to by the Executive Team member in question in advance as indicated by his/her signature on the written goals. The successful completion of each of the goals must be capable of determination on an objective basis. Potential incentive compensation amounts for each of the members of the Executive Team shall be within the ranges set forth in the last data received from the healthcare executive compensation consultant for that position, and shall be consistent with the Board's general approach to maintaining the combination of base executive salaries and potential incentive compensation amounts at or near the median for comparable institutions.
- C. **Overall Consideration.** As employees of Kaweah Delta, the other members of the Executive Team will be entitled to health and retirement benefits as offered to other employees of Kaweah Delta. In evaluating base salaries and incentive compensation, the CEO may take into consideration the overall consideration (which may include health, life and disability benefits, deferred compensation or other retirement benefits, and other perquisites common in the industry) provided to executives in functionally comparable positions at comparable institutions, with a view toward having the total consideration provided to members of Kaweah Delta's Executive Team be at or near the median of the total consideration provided to executives in functionally comparable positions

at comparable institutions. If the CEO believes that any member of the Executive Team should, on the basis of such information, have his/her salary or incentive compensation re-set above the median for executives in functionally comparable positions at comparable institutions, the CEO shall obtain the prior approval of the Board.

"These guidelines, procedures, or policies herein do not represent the only medically or legally acceptable approach, but rather are presented with the recognition that acceptable approaches exist. Deviations under appropriate circumstances do not represent a breach of a medical standard of care. New knowledge, new techniques, clinical or research data, clinical experience, or clinical or bio-ethical circumstances may provide sound reasons for alternative approaches, even though they are not described in the document."



Policy Number: BOD6	Date Created: 03/27/2013
Document Owner: Cindy Moccio (Board Clerk/Exec Assist-CEO)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
Board Reimbursement for Travel and Service Clubs	

Printed copies are for reference only. Please refer to the electronic copy for the latest version.

PURPOSE: To provide reimbursement to members of the Kaweah Delta Health Care District Board of Directors, consistent with legislative regulations, for the performance of the duties of their office.

POLICY: Each member of the Board of Directors shall be allowed his/her actual necessary traveling and incidental expenses including service organization dues incurred in the performance of official business of the District.

PROCEDURE: Travel and incidental expenses including service organization dues will be reimbursed to Board members that are paid with personal credit cards or cash upon the submittal of itemized receipts to the Executive Assistant to the Board of Directors.

Any charges made with the District issued Wells Fargo credit card requires submittal of itemized receipts with 10 days of completion of travel for reconciliation of the Kaweah Delta Wells Fargo Visa card provided to members of the Board of Directors.

I. Travel

- A. Meals will be reimbursed with the submittal of an itemized meal receipt.
- B. Air Fare for board member for the cost of coach fares and standard luggage fees. If the traveler chooses to travel in a premium class such as business or first, the difference in cost between coach travel rates and the premium travel rates must be paid by the traveler.
- C. Parking, taxi, or rental car fees and other transportation expenses will be reimbursed.
- D. If driving, mileage will be reimbursed at current IRS guidelines.
- E. Hotel room will be covered in full for Board Member. Lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor as long as the group rate is available to the Board member at the time of booking. Any additional nights beyond or prior to the conference shall be incurred by the Board member.
- F. Conference registration for Board Members will be paid in full.

II. Service Club District Reimbursed Memberships

Kaweah Delta Health Care District recognizes the value of professional and service club memberships for its members of the Board of Directors. All Board members are encouraged to participate in such activities to benefit health care education and community involvement. As such Board members may have dues for these memberships paid for by the District. Members of the Board of Directors are eligible for membership in a community organization. The District will not reimburse for meals, fines, or other assessments at regular meetings.

"These guidelines, procedures, or policies herein do not represent the only medically or legally acceptable approach, but rather are presented with the recognition that acceptable approaches exist. Deviations under appropriate circumstances do not represent a breach of a medical standard of care. New knowledge, new techniques, clinical or research data, clinical experience, or clinical or bio-ethical circumstances may provide sound reasons for alternative approaches, even though they are not described in the document."

Quality Council Committee Closed Meeting
Date: Thursday, June 11, 2020
Time: 7:01am
Location: Kaweah Delta Support Services Building - Copper Room

Attendees: Board Members; Herb Hawkins – Committee Chair, David Francis, Nevin House; Gary Herbst, CEO; Anu Banerjee, PhD, VP & Chief Quality Officer; Monica Manga, MD, Professional Staff Quality Committee Chair; Regina Sawyer, RN, VP & CNO; Tom Gray, MD, Quality and Patient Safety Medical Director; Sandy Volchko, Director of Quality and Patient Safety; Ben Cripps, Chief Compliance Officer; Sakona Seng, DO; Shawn Elkin, Manager of Infection Prevention; Mary Ann Laufer, Director of Nursing Practice; Evelyn McEntire, Manager of Quality; Lori Winston, MD; Michelle Adams, Recording.

Call to order: 7:01am

Approval of Minutes: Herb Hawkins made a motion to approve minutes; David Francis seconded the motion.

TOPICS	LEADER	FOLLOW-UP
<p>Written Quality Reports</p> <ul style="list-style-type: none"> • Value-Based Purchasing • Patient Experience Report <ul style="list-style-type: none"> - Dave questioned the use of percent versus percentile. Gary responded, “we haven’t done percentiles because it’s based on everyone else, so we are focusing on the percentage of the patients that questions answer as always. Overall rating they only count nines and tens.” He continued by stating everything eight and below are given a zero. We report the percentage of patients that give us nines and tens. Gary stated, “There are a handful of physicians that are doing a phenomenal job, but we have way too many physicians that are far below the 50 percentile. <p>Emergency Department Quality Report- <i>Kona Seng, DO, Medical Director of Emergency Services, and Tom Siminski, RN, Director of Emergency Services.</i></p> <ul style="list-style-type: none"> • Dr. Seng thanked the committee and leadership for their response to COVID-19 from Infection Prevention to PPE and testing. Dr. Seng reviewed the ED volume. There was a decline in volume in March; April saw 4,100; May had 5,000. Gary asked for clarification as to why the percent admitted and the percent discharged 	<p>Kona Seng, DO</p>	

<p>adds up to 92 percent. Discussion was had about what qualifies as a discharge. Gary concluded, patients discharged to various locations including home, to a nursing home, or to another facility. Herb questioned the throughput data, specifically length of stay for admitted patients. He was under the impression the hospital had a lot of beds, but it appears we are going back up in terms of time? Gary stated that we had a lot of bed space in March, April, and early May, but since mid may the hospital has been going back up. He stated that we physically have the beds, but we don't have the staffing for the beds. Forty RNs and CNAs are quarantined at home. By taking out that many bedside care givers there has been a huge impact. Many nurses, RNs, LVNs, and CNAs have gone out on a leave of absence because they were afraid to work, had childcare issues, or are immune compromised. Gary concluded the biggest challenge is not the amount of beds, but staffing the beds.</p> <ul style="list-style-type: none"> • The length of stay for discharged patients used to be 204 minutes, goal is now 186. Knocking on the door in March and April, but had an increase to 222. Mental health has been a challenge on Mondays at 13 hours. The total number of mental health patients is climbing. New area in the ED is designated for mental health patients. • Gary recognized Dr. Seng for doing some remarkable work around patient safety in the ED and asked him to talk about his achievements. Dr. Seng has been creating a culture where the patient knows what to do when they go home, what is available for them from the county. He redid all the instructions, shifted their callbacks so that any patient that comes to the ED and gets discharged receives a follow up call. Medical education fellowship Dr. Van Dyk put on a patient experience workshop. All residents and most of the staff were a part of it. They honed in on skills and improved bedside manners. Dr. Seng wants to keep striving for higher ground. Herb congratulated Dr. Seng on his achievements. Dave recognized Anu for his effort. • Dr. Seng, Tom Siminski and his entire team are focusing on two questions. (1) What are we going to do for the upcoming flu season? (2) How are we going to continue to operate? The team will focus on providing quality care and keeping up patient satisfaction scores. The second initiative is Zone 5. It is slated to open around May or June of next year. This may be the new normal, goal is to stay ahead of things and make sure we are planning things out accordingly. <p>Update: Fiscal Year (FY) 2020 Clinical Quality Goals-Sandy Volchko, RN, DNP, Director of Quality and Patient Safety</p> <ul style="list-style-type: none"> • Sandy gave a quick update. Sepsis Early Management Bundle was at 85% for April. Action plan had a couple of items completed and brought up two more from the list 	<p>Sandy Volchko</p>	<p>Tom Siminski and Dr. Seng have plans to open zone 4 for mental health, clean zone 3 for capacity.</p>
---	----------------------	--

of QI strategies. A lot of resources and time are being spent on it. Did uncover a secondary effect of COVID-19, providing fundamental training for nursing staff on sepsis. The education has to be redeveloped to be delivered in an electronic format, rather than the current in-seat version. Dave asked what a dot phrase is. Dr. Gray explained the dot phrase is used in Cerner. Physicians can make phrases that they use all the time so all they would have to do is type “...” and the keyword, for example, “..sepsis” brings up sepsis key phrases. Brings up the opportunity to click on high notes that pertain to sepsis. Gary asked if we knew what the May sepsis results are? Sandy replied, “we don’t know yet, but are confident we will remain high. Ryan and Jared are superstars. We projected to be at 88%.” Quality has been using all light duty nurses to get whatever coverage we can to help cover sepsis and working on system and process opportunities.

- We reworked some of the numbers for CAUTI, CLABSI and MRSA to include actuals in HSN what is predicted for us. We are not submitting data to CMS because it was an option for COVID-19 for hospitals to not participate in the Value-Based Purchasing and HAC Programs. One downside is that by not submitting data we do not get our predicted values from NHSN. Predictions for April, May and June 2020 were done using a linear regression model. It’s not 100% but it’s the best we can do with what is available to us since we do not have access to NHSN benchmarks any longer. Anu mentioned that we should not be focused too much on the prediction denominator value. The multilinear regression takes multiple variables into calculation. By doing linear regression we can get a better prediction.
- Gary asked if the denominator is always a number that’s given to us by CMS. Sandy replied, “CLABSI, CAUTI, and MRSA were and submitted when we got notification we had already submitted it and got the benchmarks and saved them. The numerator is the actual reported CAUTIs, the denominator is always a number that’s given to us by CMS. They are the ones that calculated what our predicted denominator should be. As a result for purposes of us calculating what our final performance is we are going to have to use a linear regression or methodology to predict it ourselves. Anu added, even if we did not submit the data there is a formula to predict SIR. We should be able to predict our SIR by line days. Line days is the number of days that a catheter line is in the patient. Gary then asked if we can exactly replicate how CMS gets the denominator so we can get the same number? Sandy stated, “it won’t be 100%, but it will be pretty close.” CLABSI is staying strong at .81. We are approaching our goal of zero for May and June. If we don’t

<p>have any events we will end the fiscal year at .68 which is very close to the value based purchasing 2022 benchmark.</p> <ul style="list-style-type: none"> We had two MRSA events in April Changed us to 1.5. If we don't have any more in May and June we will end the year at 1.25, which is below the baseline, but above the goal. The main issue with the two events is the culture of culturing; this is when providers are ordering blood cultures. This likely would have prevented these two MRSAs. CLABSI Kaizen action plan consists of four different action plans, on eof which was focused on several strategies to address the culture of culturing. Due to COVID-19 some of these were delayed. However, items 1, 3, and 5 on the action plan are now complete. Item 2 is dependent on number one, which will be completed by noon today. When a provider orders a culture within 24 hours, that's not usually indicated which sometimes makes us have a MRSA event. There are legitimate reasons why a blood culture would be done, but they are few and far between. No indication that these patients should have had a second blood culture. Dr. Gray worked with Dr. Boken and Dr. Hewitt, went live last week when a patient has a blood culture result and a provider goes in to order another within 24 hours, an alert pops up that asks the reason for the second blood culture. Dr. Gray will get this report so that root causes or trends can be identified and addressed. <p>Hospital Acquired Pressure Injury (HAPI) Quality Focus Team Report-Mary Laufer, RN, DNP, Director of Nursing Practice.</p> <ul style="list-style-type: none"> HAPI is an injury to skin and tissue that develops during inpatient hospitalization, resulting in 60,000 deaths across the US. Feeding tube, oxygen tube, folly catheter, restraints, bed pans and ID bands can all cause significant pressure injures. Mary reviewed the stages of pressure ulcers. A deep tissue pressure injury (DTPI) is when you know there is something going on underneath, but superficially it's not open. It's a deep purple. Reviewed HAPIs by stage data. HAPIs decreased in 2019. Overall quite good, but not satisfied. Non device related pressure injuries from January 2018-March 2020 is green. Dave would like to find out why February rises every year. He observed that three years in a row the line looks the same. Gary stated February is the height of flu season. There is a disproportionate share of elderly in the hospital that have the flu or respiratory issues. You do see it in the elderly patients making it more susceptible for the definitions of a HAPI. Mary reminded the committee that this is non device related, so it's not related to oxygen catheters, bedpans or anything else. 	<p>Mary Laufer</p>	
---	--------------------	--

<ul style="list-style-type: none"> • Sandy stated, last year when they dug into the HAPI data, 38 percent of them were associated with devices. It was, and still is, a heavy focus of the team to reduce device associated pressure ulcers. They have done a really great job addressing these issues. Mary referred to Gary’s comment, stating that COVID patients are extremely complex, we are doing all kinds of different things to off load pressure in many different points. • Reviewed the top 10 HAPIs by location: heel, buttocks, sacral coccygeal, genital, thigh, foot, toe, back, abdomen, and cheek. The Braden Risk Assessment Tool is performed on all patients. It needs to be used together with critical judgement. We should be looking at additional intervention for people who are more at risk. • Mary stated she has a new member joining her team to replace someone who transferred. In the future she wants to move from a consultative role to a predictive preventive role to prevent HAPIs from happening instead. Mary wants to ensure we have the right resources and the right tools. Mary wants to tap into Anu’s expertise post COVID. Mary recognized Sandy. In CVIUC the Director went into every room and assessed every tube. Wound nurse quizzed the nurse and the staff nurses were prepared in advance. Kudos to Sandy and patient safety/quality team, plan is to have a HAPI Kaizen event tentatively scheduled for late August 2020 to continue to address and fix root causes. Sandy mentioned adding gemba rounds related to pressure ulcers. Mary stated HAPI gembas are only happening in CVICU as a result of other things. <p>Herb thanked everyone for showing up and participating.</p>		<p>HAPI kaizen planned for August. Sandy will provide a room for all leaders and board members to hear the leadership report at the end of the kaizen.</p>
---	--	--

Adjourned: 9:09am
Herb Hawkins, Committee Chair & Board Member

Approved By: COMMITTEE MINUTES WERE APPROVED FOR DISTRIBUTION TO THE BOARD BY THE COMMITTEE CHAIR ON June 17, 2020 at 12:33pm.

Human Resources Committee

Wednesday, June 18, 2020 – 1:30PM

Kaweah Delta Chronic Disease Management Center Conference Room– 325 S. Willis St., Visalia, CA 93291

Directors: Lynn Havard Mirviss (chair) & Garth Gipson; Gary Herbst, Chief Executive Office, Dianne Cox, VP of Human Resources, Regina Sawyer, VP & Chief Nursing Officer; Linda Hansen, Director of Human Resources, Brittany Taylor, Sr. Physician Recruiter; Laura Goddard, Director of Org Development; Jaime Morales; Recruitment Manager; Jorge Ortega, Recording

Called to order at 1:36 PM

Public Participation – None

PHYSICIAN RECRUITMENT REPORT — Update on Medical Staff recruitment efforts - *Brittany Taylor, Sr. Physician Recruiter*

- Review of the physician recruitment report – June 2020 (copy attached to the original of these minutes and considered a part thereof).
- Ms. Taylor noted that they are actively recruiting candidates. Ms. Taylor will also be presenting to the group in the future a *Community Necessity Needs Report Study* in partnership with Sierra View Medical Center.
- Ms. Taylor discussed strategies to support onboarding and orientation of new physicians as well as initiatives to connect with independent physician groups.

HUMAN RESOURCES POLICIES – Discuss changes to current policies (copy attached to the original of these minutes and considered a part thereof) – *Dianne Cox, VP of Human Resources*

- Ms. Cox noted that the Human Resources policies being reviewed today tie in closely with the current regulatory issues and unexpected pandemic events, i.e. reduction in force priorities.
 - Meal Periods, Rest Breaks, and Breastfeeding – REVISED (include complete title)
 - Policy now includes all lactation stations in the district.
 - Standby and Callback – REVISED
 - Policy elaborates on Scheduled vs. Unscheduled standby pay.
 - Docking – REVISED
 - Policy revised to include verbiage to help code timecards appropriately to help with accruals.
 - Employee Reduction in Force – REVISED
 - Revised to include furlough within the policy as well as update the benefits section to include furlough.

- Anti-Harassment & Abusive Conduct – Revised
 - Policy updated to comply with state regulations and licensing boards.
 - One hour required every two years of Anti-Harassment training.
- Paid Family Leave – Revised
 - Policy to reflect the additional 8 weeks of paid family leave as of July 1, 2020.
- Mobile Device and Mobile Voice and Data Services – Revised
 - Policy revised to reflect the reduction of monthly stipend to \$23.00 as of July 1, 2020.
- Human Resources Update – Discussion of potential changes relating to Kaweah Delta employees – *Dianne Cox, VP of Human Resources*
 - Market Value Compensation and Minimum Wage;
 - Minimum Wages increases to continue for FY 2021 as required by state laws.
 - Merit increase freeze for FY 2021.
 - Guild and Volunteers
 - Sally Hansen and Donna Archer continue to stay in touch with Ms. Cox.
 - Volunteers will not be allowed back in to medical center, as they are high risk.
 - Will revisit once CDC guidelines update.
 - Volunteers at the student level (College of the Sequoias) will be allowed to return.

Adjourned at 2:28 PM

Lynn Havard Mirviss, Chair – Human Resources Committee

Strategic Planning Committee
Thursday June 18, 2020
Support Services Building Copper Room and GoTo

ATTENDING: Directors: Lynn Havard Mirviss (chair) & Garth Gipson; Gary Herbst, Chief Executive Officer; T. Rayner, SVP & COO; D. Cox, VP & Chief Human Resources Officer; M. Tupper, VP Chief Financial Officer, R. Gates, VP Population Health; A. Banerjee, VP & Chief Quality Officer; D. Leeper, VP & CIO; C. Kahwaji, MD; K. Seng, DO; B. Hall, MD; J. Malli, MD; Cindy Moccio, Executive Assistant to CEO & Board Clerk, Recording

Director Havard Mirviss called to order at 2:30PM

Public Participation – None.

KAWEAH DELTA STRATEGIC PLAN - Review of the current FY2020 Strategic Plan and actual organizational performance as stated on initiatives, review of proposed draft of the FY2021 Strategic Plan, review of overview of the proposed strategic planning process for the coming year (copy attached to the original of these minutes and considered a part thereof) - *Marc Mertz, Vice President Chief Strategy Officer*

- Mr. Mertz noted that the planning process should have started in late 2019 so that in March of 2020 the Board would have approved the Strategic Plan to ensure that the strategic plan aligns with the budget, however this year COVID derailed this process.
- Mr. Mertz and the executive sponsors reviewed in detail each of the strategic initiatives (copy attached to the original of these minutes and considered a part thereof).
- The draft Strategic Plan will be presented at the June 29th Board meeting for their review and input prior to requesting approval at a subsequent meeting.
- Mr. Mertz reviewed five ways to grow:
 1. Public relations brand and recognitions, brand refresh.
 2. Physician relations: Graduate Medical Education program to grow physicians who want to stay in the Central Valley. Approximately 46% of the graduates are staying in the Central Valley. Since the inception of the program the retention rate is approximately 33 to 35% . This year was one of our best years for retention.
 3. Services – are there services needed in our community that we don't provide?
 4. Facilities – new Tulare clinic, master facility plan, operating rooms (OR) - how do we increase the OR capacity - additional hours? added rooms?
 5. Innovation – Telehealth (COVID changed this) providers and patients have come to appreciate that it is beneficial in some applications.
- Mr. Mertz reviewed on the final page of his presentation the proposed fiscal year 2022 strategic plan process.

Adjourn 3:30PM

Lynn Havard Mirviss, Chair
Strategic Planning Committee

Academic Development Committee
Friday June 19, 2020
Support Services Building Copper Room and GoTo

ATTENDING: Directors: Lynn Havard Mirviss (chair) & Garth Gipson; Gary Herbst, Chief Executive Officer; Lori Winston, M.D., Vice President Medical Education & Designated Institutional Officer; Sean Oldroyd, MD; Amy Shaver, Director of GME, James McNulty, Director of Pharmacy; R. Gates, VP Population Health; Jennifer Stockton, Director of Finance; Cindy Moccio, Executive Assistant to CEO & Board Clerk, Recording

Called to order at 1:00PM

Public Participation – None.

Dr. Winston requested of the Board members the addition of Dr. Sean Oldroyd as a standing member of the Academic Development Committee. Both Directors Havard Mirviss and Gipson agreed to the addition of Dr. Sean Oldroyd as a member of the committee.

ACADEMIC DEVELOPMENT MISSION AND PURPOSE – Review and discussion of committee mission and purpose - *Academic Development Committee Members*

- Following a review of the revisions made at the request of the committee to the mission and purpose, the committee approved the Academic Development Mission and Purpose as presented by Dr. Winston (copy attached to the original of these minutes and considered a part thereof).

FAMILY MEDICINE RESIDENCY PROGRAM UPDATE – Program update relative to the Family Medicine Residency Program (copy attached to the original of these minutes and considered a part thereof) - *Lori Winston, M.D., Vice President Medical Education & Designated Institutional Officer*

SURGERY RESIDENCY PROGRAM ANNUAL PROGRAM REVIEW – Review of accreditation status, current citations, performance on institutional metrics and SWOT {Strengths, Weaknesses, Opportunity, and Threats) analysis (copy attached to the original of these minutes and considered a part thereof) - *Lori Winston, M.D., Vice President Medical Education & Designated Institutional Officer*

STRATEGIC VISION AND POSSIBILITIES FOR THE DEVELOPMENT OF ADDITIONAL PROGRAMS – Explore internal medicine residency program. Open discussion about potential new educational programs and/or new service lines that involve medical education (copy attached to the original of these minutes and considered a part

thereof) - *Lori Winston, M.D., Vice President Medical Education & Designated Institutional Officer*

- Mr. Herbst confirmed that the Board has not approved moving forward with an Internal Medicine GME program. There is still analysis that needs to be completed to determine if this is financially possible for Kaweah Delta to develop. Mr. Herbst noted that relative to the grant mentioned in Dr. Winston's presentation he supports trying to obtain this grant, if we are awarded the grant, we are not obligated to start the program, we are preparing a proforma determine if the GME program for internal medicine would be financially feasible for Kaweah Delta

BUDGET FOR GRADUATE MEDICAL EDUCATION (GME) – Review and discussion relative to the GME budget (copy attached to the original of these minutes and considered a part thereof) - *Lori Winston, M.D., Vice President Medical Education & Designated Institutional Officer*

Adjourn 2:13

Lynn Havard Mirviss, Chair
Academic Development Committee

OPEN Audit and Compliance Committee

Tuesday, June 23, 2020

Conference Room – Chronic Disease Management Center Building

ATTENDING:

Directors; Herb Hawkins (Chair) & Nevin House; Gary Herbst, CEO; Ben Cripps, Chief Compliance Officer; Suzy Plummer, Director of Internal Audit

Via Conference Line: Dennis Lynch, Legal Counsel Tom Rayner, SVP & Chief Operating Officer; Malinda Tupper, Chief Financial Officer; Lisa Wass, Compliance Analyst

Guests Via Conference Line: Dianne Cox, Chief Human Resources Officer; Jean Born, Director of Human Resources; Jennifer Stockton, Director of Finance; Brian Conner, Moss Adams; Rebecca Rickards, Moss Adams

ABSENT: Regina Sawyer, Chief Nursing Officer; Abigail Pike, Moss Adams

Herb Hawkins Called to order at 9:00AM – A verbal role call was taken via Go to Meeting and no public attendance was noted.

Public/Medical Staff participation - None

1. Fiscal Year 2018 401K Financial Statement Audit Results – Brian Conner began his presentation by reviewing the 401K Financial Statement Audit Results. Mr. Conner provided an overview of the Governance Letter and background of the engagement (see attached documents in the packet). As a governmental plan, Kaweah Delta is not required to audit the 401k plan. However, Kaweah Delta decided to complete the audit as the value of the Plan assets have increased significantly 2011. Gary Herbst provided additional background, reviewing the Plan history since its inception in 1984. Mr. Conner explained that testing of participant beginning balances were required and took some time, ultimately validating beginning balances back to 2003. An unqualified opinion was provided and Mr. Conner noted that no adjustments or entries in financial statements were required and no material weaknesses or deficiencies were noted. Finally, Mr. Conner thanked the Finance and Human Resources Management Teams, Ben Cripps, and Suzy Plummer for all the efforts to allow for a positive engagement. He did note that some informational guidance was provided related to monitoring activity for record keeping.

2. Fiscal Year 2019 Pension Plan Audited Financial Statements – Mr. Conner presented the results of the Financial Statement audit of the Kaweah Delta's Defined Benefit/Pension Plan. He noted that the Financial Statements were properly filed in December 2019 (as required). The Financial Statements reflect an estimated rate of return of 7.75%, and based upon the current Plan Assets, estimates a current pension liability funded at 90%. Mr. Conner confirmed that like the defined contribution/401k audit, the audit resulted in an unqualified opinion, no adjustments to the Financial Statements were recommended or needed, and that there were no management comments. He noted that last year's Management Letter Comments were

reviewed during this year's audit and confirmed to have been corrected. He commended the Finance team on a clean audit.

Mr. Herbst then provided additional information around the rate of return assumptions and referenced the notes to the Financial Statements. He also noted that Kaweah Delta had intentionally funded additional amounts to the Pension Plan over the last many years in an effort to close the unfunded gap.

3. Compliance Program Activity Report –

Ben Cripps presented the Quarterly Open Compliance Program Activity Report – Mr. Cripps reviewed Research and Consultative work, specifically citing the support provided during the Covid-19 pandemic. Of note, Compliance supported the implementation of Telehealth Services that have very strict and complex regulatory and billing requirements. In addition, Compliance was instrumental in supporting the drafting and execution of General Services Agreements for Redwood Springs and Linwood Meadows; among other things.

Next, Mr. Cripps reviewed the results of Auditing and Monitoring activities, updating the Committee on the Noridian Outpatient Nuclear Medicine Targeted Probe and Educate (TPE) review. Mr. Cripps provided a brief overview of the (TPE) process, noting that claims are selected by the Medicare contractor through data mining. The Phase I review was successful, identifying three (3) denials. The Committee was given the opportunity to ask questions.

Mr. Cripps was notified that other Probe and Educate (TPE) reviews are currently on hold due to the Covid-19 pandemic. Mr. Cripps notified the Committee that Outpatient Hydration Services is scheduled to be reviewed.

Next, Mr. Cripps provided the results of the external Outpatient Coding Audit of the Catheterization Lab Procedures. Mr. Cripps described the high level of scrutiny and risk of Cath Lab procedures, as they produce tremendous revenue for the origination. Mr. Cripps commended the Coding Team for a very successful review. The Committee was given the opportunity to ask questions.

3.2 Commercial Card Audit Report - Kaweah Delta Health Care District – Ms. Plummer shared the results of the audit, as outlined in the report provided to the Committee. She noted that most observations were administrative in nature. Ms. Plummer did note that there are some cardholders who are not using their cards or are using them minimally. As credit cards present a risk as they are a payment mechanism that does not follow the normal procurement process any unnecessary cards should be removed. She also noted that the Finance Team will be reviewing other commercial card programs and will be addressing issues identified in the audit in that roll out.

3.3 Commercial Card Audit Report Kaweah Delta Medical Foundation – Ms. Plummer noted that the audit findings and actions to address those findings were the same for KDMF as they are for KD.

4. Verbal Reports –

4.1 – Mr. Cripps informed the Committee there has been a transition in the Department. Sravan Sharma, Compliance Manager is no longer in the Department. Amy Valero, a new candidate, has been hired from Adventist Health and will begin July 13th.

4.2 – Ms. Plummer provided a verbal update, informing the Committee that the Audit and Consulting team has been heavily involved with work involving the Covid-19 pandemic. There are multiple work groups being facilitated by Dianna Saechao and key members from Finance, Patient Accounting, Revenue Integrity and KDMF. Ms. Plummer is also working to assess process and audit issues related to guidelines attached to government stimulus funding.

Ms. Plummer previously stated that she has completed an initial review of the Conflict of Interest (Form 700) for year ending 2019. She is working with Cindy Moccio on missing forms, but noted no disclosures that required additional research or review. The final results will be presented at the next Committee meeting.

Next, Ms. Plummer provided an update on the 401K internal control review that she completed recently related to items identified in previous Voluntary Correction Plans. She noted that the results of the 401k financial statement audit further confirm the efforts taken by the team to shore up processes. The final elements of the review will be completed through the match calculation process next month. Lincoln will be completing the calculation, with both the Finance Team and Mr. Cripps reviewing their work; as this is the first year that this process will be in place. Ms. Plummer will report back to the Committee once this is complete.

Ms. Plummer also informed the Committee of a review involving Denials, Underpayments and Write-offs. This review is in the planning phases and more information will be forthcoming. The Committee was given the opportunity to ask questions on all matters presented.

Approval of Closed Meeting Agenda – Kaweah Delta Health Care District – Chronic Disease Conference Room Building – Go to Meeting immediately following the open meeting

- Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) (21 cases) – *Ben Cripps and Dennis Lynch, Legal Counsel*

Committee members approved the closed agenda.

Meeting adjourned at 10:07 AM to Closed Session.

Herb Hawkins, Committee Member

THESE COMMITTEE MINUTES WERE APPROVED FOR DISTRIBUTION TO THE BOARD ON 07/10/2020.

Information Systems Committee
Wednesday June 24, 2020
Support Services Building Copper Room and GoTo

ATTENDING: Directors: Lynn Havard Mirviss (chair) & Garth Gipson; Gary Herbst, CEO; Thomas Rayner, VP & COO; Malinda Tupper, VP & CFO; Doug Leeper, VP & CIO; Regina Sawyer, VP & CNO; Anu Banerjee, VP & Chief Quality Officer; Roger Haley, MD, Medical Director of Informatics; Lacey Jensen, RN, Director of Clinical Informatics; Scott Furrer, Director of Technical; Cindy Moccio, Executive Assistant to CEO & Board Clerk, Recording

Director Havard Mirviss called to order at 12:30PM

Public Participation – None.

FISCAL YEAR 20/21 INFORMATION SYSTEM CAPITAL BUDGET – Review and recommend FY21 ISS Capital Budget - *Douglas D. Leeper, Vice President and Chief Information Officer*

- Mr. Leeper lead an in depth review and discussion relative to the proposed fiscal year 2021 information system capital budget (copy attached to the original of these minutes and considered a part thereof). This will be included as a part of the complete budget package for fiscal year 2021 for Kaweah Delta that will be presented to the full Board at the regular Board of Directors meeting on June 29th.

Adjourn 1:30PM

Lynn Havard Mirviss, Chair
Information Systems Committee

Patient Experience Committee Meeting

Tuesday, June 30, 2020 – 3:00PM

Kaweah Delta Chronic Disease Management Center Conference Room– 325 S. Willis St., Visalia, CA 93291

Directors: Nevin House (chair) & Dave Francis; Gary Herbst, Chief Executive Office, Dianne Cox, VP of Human Resources, Ed Largoza, RN, Director of Patient Experience; George Ortega, Recording

Called to order at 3:03 PM

Public Participation – None

OVERVIEW — Importance of Patient Experience, *Dianne Cox, VP of Human Resources*

- Ms. Cox discussed the importance of the Patient Experience initiatives and the impact patients scores have on the hospital. The scores are compared to national and state scores, National scoring being our main goal.
- JL Morgan is Kaweah Deltas surveying company, which works closely with Mr. Ed Largoza.
- The Patient Experience Committee Mission and Vision was discussed as well and approved by the committee with one minor change to the membership portion; change from “Board co-chair” to Board Member”.

Patient Experience Surveying – (copy attached to the original of these minutes and considered a part thereof) – *Ed Largoza, RN, Director of Patient Experience*

- Mr. Largoza reviewed with the committee the Patient Experience Philosophy and Surveying Tools. He further explained the importance of Patient Experience Philosophy and the “3 P’s” People, Place, and Process.
- Mr. Largoza presented the committee with the data comparison of phone surveys vs. mail surveys.
- Mr. Largoza also reviewed the breakdown of the JL Morgan questionnaires for both the HCAHPS and ED PC.
 - Survey is based on an Always, Usually, Sometimes, Never
 - 10-1 with 10 being the highest score
 - Strongly Agree, Agree, Disagree, Strongly Disagree

Data Review- (copy attached to the original of these minutes) – *Ed Largoza, RN, Director of Patient Experience*

- Mr. Largoza reviewed the current patient experience HCAHPS scores and ED PEC scores.
 - HCAHPS Score Goal- 76.5% (68th percentile) Actual Performance 74.3%
 - ED PEC Score Goal - 62.0% (50th percentile) Actual Performance 66.0%
 - HCAHPS Domains (breakdown of area performance) June 2019-May 2020

- Nurse Communication
- Doctor Communication
- Responsiveness
- Med Communication
- Cleanliness

Operation Always- *Ed Largoza, RN, Director of Patient Experience*

- Mr. Largoza discussed the importance of Leadership rounding. This will help with improvements, recognitions, and coaching opportunities.
- Mr. Largoza provided the committee with a snapshot of a unit with pre and post rounding scorings. The snapshot showed the improvements of rounding and the impact the leadership team has during rounding.
- Mr. House suggested weekly rounding, 1 hour a day.
 - Ms. Cox to take it to the executive team for further discussion

Adjourned at 4:18 PM

Nevin House, Chair – Patient Experience Committee

Marketing & Community Relations Committee
Wednesday, July 1, 2020
Kaweah Delta Medical Center – 400 West Mineral King Avenue
Support Services Building- Granite Room

ATTENDING: Directors Nevin House (Chair) and Garth Gipson; Gary Herbst, Chief Executive Officer; Marc Mertz, Vice President of Strategic Planning & Business Development; Dru Quesnoy, Director of Marketing; Jennifer Corum, Senior Marketing Specialist; Raymond Macareno, Senior Communications Specialist; Melissa Withnell, Communications Specialist; Jennifer Manduffie, Senior Graphic Designer; Yolanda Chavez, Senior Graphic Designer; Kaci Hansen, Social Media Specialist; Maria Rodriguez Ornelas, Communications Specialist; and Kelsie Davis, recording.

Called to order at 10:02AM

Review of Community Engagement- Deborah Volosin, Director of Community Engagement

- Deborah noted the next town hall meeting is July 30th with our sponsor being our newest Board Member, Garth Gipson. This will be our fourth town hall and will be a virtual event.
- Deborah shared recent engagement activities such as Community Relations Committee and our employee huddles.

Marketing Update- Dru Quesnoy, Director of Marketing

- Jennifer summarized the community marketing survey results, marketing campaign results, and gave an update on our new Healthgrades Marketing Platform as well as updates to our new service line campaigns in development. You can find all information attached hereto.
- Marc Mertz asked what we spent on a digital campaign. Jennifer Corum noted around 2,000 for digital. The cost is minimal compared to other avenues of campaigning.
- Melissa Withnell gave a brief update on the Kaweah Delta Medical Foundation's marketing efforts. Most recent was a Joint Campaign, a campaign for Tulare site and will be currently working marketing efforts for Dr. Curry.
- Dru Quesnoy noted a new video that is going to be used to help aide in physician recruitment. It is a large project and it will serve everyone from physician recruitment to graduate medical education program and finally our community engagement.

Social Media Update- Laura Florez-McCusker, Director of Media Relations

- Marc introduced our newest team members, Kaci Hansen and Maria Rodriguez Ornelas.
- Maria summarized our recent social media posts and traffic reports.
- Gary asked Maria what impressions are. Maria noted impressions are opportunities for an individual to see that particular video or post. Basically, they saw the video/post and didn't click on it. (All information summarized is attached hereto.)
- Kaci then updated the group on all the metrics. (All information summarized is attached hereto.)

- Director House noted he is concerned with age demographics. To make sure targeted campaigns get the right age group. For example: Orthopedics to target age 55 and above. To use nostalgic information to draw citizens in.
- Maria noted our Spanish Facebook page that we have and will be doing more to target those Spanish speaking community members.
- Director Gipson noted to get the word out about our Spanish Facebook page. To target churches and Chamber of Commerce.
- Maria related that Visalia Medical Clinic is preparing a video for winter and the second surge of COVID.

Adjourned- 11:25AM

Nevin House, Chair

THESE COMMITTEE MINUTES WERE APPROVED FOR DISTRIBUTION TO THE BOARD BY THE COMMITTEE CHAIR ON XX-XX-XXXX.

Quality Council OPEN Session
Date: Thursday, July 9, 2020
Time: 7:00am – 9:00am
Location: The Lifestyle Center Conference Room A

Attendees: Board Members: Herb Hawkins, Committee Chair; David Francis; Gary Herbst, CEO; Keri Noeske, RN, BSW, DNP, Interim CNO; Anu Banerjee, PhD, VP & CQO; Byron Mendenhall, MD, Chief of Staff; Monica Manga, MD, Professional Staff Quality Committee Chair; Tom Gray, MD, Quality and Patient Safety Medical Director; Sandy Volchko, Director of Quality and Patient Safety; Ben Cripps, Chief Compliance Officer; Cheryl Smit, RN, Stroke Care Manager; Evelyn McEntire, RN, Manager of Quality; Jag Batth, VP Rehab and Post Acute Services; Mary Laufer, Director of Nursing Practice; Shawn Elkin, RN, and Michelle Adams, Recording.

Call to order: 8:18am

TOPICS	LEADER	FOLLOW-UP
<p>Written Quality Reports: No one wanted to review the written reports.</p> <p>National Quality Forum Safe Practice #9: Nursing Workforce- An evaluation and analysis of nurse staffing, skill mix and adverse events. <i>Mary Laufer, DNP, RN, NE-BC, Director of Nursing Practice</i></p> <ul style="list-style-type: none"> • We know how important the nurse work environment is because it is directly linked to patient outcomes. With adequate nurse staffing, nurses are able and have to the time to provide the surveillance to keep the patient safe, to prevent risk events, and to predict what may or may not happen. • With high patient workloads, nurses report patient safety concerns. Information falling through the cracks is a big one. Communication is one of the leading cause of misses and near misses in care. • Reviewed the vacancy and turnover rates. This is why we survey our staff frequently. The expectation for managers and directors is that they are checking in regularly. In these challenging times, the leadership support of the staff is more evident than ever. Dave asked Mary to explain the difference between the green line and blue line. Mary replied, “The blue line is Kaweah Delta, green line is the benchmark.” Dave asked, “Why does the benchmark go up and down every month?” Sandy replied, “It’s not a benchmark, it’s a comparison. The blue is our actual experience, the green is reported to us every quarter by the National 	<p>Herb Hawkins</p> <p>Mary Laufer</p>	

<p>Database for Nursing Quality Indicators (NDNQI).” Mary commented, “Lower is better.”</p> <ul style="list-style-type: none"> • Cost of clinical nurse burnout. Average estimated cost of RN turnover = every 1 percent costs \$337,000 a year. This is an overall number, not just one RN. Direct care RN turnover is 13 percent. Average was 14.7 percent, so we are below the average. Reasons direct care RNs leave is something we need keep an eye on. Opportunity for an exit interview. Sandy reminded the committee the purpose of the analysis is to look at staff and adverse events and determine if there is a relationship. • Adverse events and staffing. Forty-one percent of cases were related to staffing or lack of. As a result education and orientation was enhanced. Sixty-five percent was related to communication, and eleven percent to pre/post procedures. . • In review of events reported into the event reporting system, there is no indication that a correlation exists between nursing hours and staffing events. Data was reviewed comparing nurse staffing and medication and non-medication events reported • Dave commented, “Patient satisfaction we are consistently high in the 20 percent range. Does it go back to the staffing burnout?” Mary stated it can be one of the factors, staff satisfaction correlated to patient experience. Gary said, “Employee engagement survey in May 2019, Press Ganey, showed an absolute correlation between staff engagement or staff satisfaction and patient experience. If staff is burned out or tired it directly effects patient experience, and leads to adverse events.” Gary commented that the staff burnout percents are not COVID drive, but it has been exacerbated by COVID. There is a nursing shortage in the valley, and you see all these outcomes.” • Kaweah Delta 2019-2020 Staffing Update. Mary reviewed what we have done to improve staffing, such as responding to nursing engagement surveys, avoiding delay in care, and to avoid adverse events. • Gary commended Mary on her presentation. Herb commented, “We are impressed with what you are doing.” Very good report. <p>Infection Prevention Quality Report- A review of key infection measures and associated action plans for improvement. <i>Shawn Elkin, MPA, BSN, RN, PHN, CIC, Manager of Infection Prevention</i></p>	<p>Shawn Elkin</p>	
--	--------------------	--

<ul style="list-style-type: none"> • CLABSI review fiscal year 2019 through first quarter of 2020. Had a good drop first quarter of our CLABSI events. We will continue to perform interventions to reduce CLABSI events. One intervention is Gemba rounds to review best practices in the care of catheter and central line devices. The team is also very focused on the culture of culturing processes to ensure the practice is done when indicated. New workflow went in place that alerts a provider when a blood culture was ordered within the last 24 hrs. Blood cultures are not typically ordered daily with very few exceptions. Dr. Gray reviews reports when alert has been overridden. • MRSA blood stream infection rates. Biggest sore spot as an organization. Kaweah is participating in an initiative with the state to evaluate our MRSA rates, since there is no particular identifiable reason why we have the high rate, but seems to be consistent in large medical centers. Since COVID-19 CDPH has not had a meeting to allow us to move forward on this, but hopefully will convene in the near future. Reviewed the Quarterly Standardized Infection Ratio (SIR) for MRSA BSI events at Kaweah Delta fiscal year to date. There was an uptick with an SIR, which was quite above our predicted. It is lab driven and is not something we have control over. Dave asked, “Do patients come to the hospital with MRSA already?” Shawn replied, “Yes, it’s possible. They become septic. It is present on admission it does not count against our organization we are good. By day 7 or 10, we do a blood culture. If it comes back positive for MRSA, it falls into the MRSA bucket. Gary asked, “If it’s present on admission and it’s cultured within the first three days, is there a need to do another culture at seven or 10 days? Would you do a culture down the road to confirm that the antibiotics got rid of it?” Shawn replied, “There has been certain situations. It is typical and appropriate evidence based practice until you get your first negative. The day you get the negative is when the time is set.” • Reviewed Quarterly Standardized Infection Ratio (SIR) for Healthcare Onset Clostridium difficile infection 9HO CDI) events. Sandy commented that we are well below the average. • Reviewed CAUTI events from fiscal year 2019 through first quarter of 2020. Gemba unit rounds have been beneficial. We are doing pretty well in that category. We are sitting below the average. We are at zero for surgical site infections hysters and colo rectal. • Reviewed Quarterly Standardized Infection Ratio (SIR) for Spinal Fusion Surgical Site Infections events. We have work to do in this area. Currently 		
---	--	--

sitting at 8.55, goal is less than 1.0. These cases are being reviewed timely by the orthopedic group to identify opportunities and action plan.

Safety Culture Update- Deferred to next month due to time constraints.

Update: Fiscal Year (FY) 2020 Clinical Quality Goals – A review of performance and action focused on the FY 2020 clinical quality goals. *Sandy Volchko, RN, DNP, Director of Quality and Patient Safety*

- Not a lot to update for sepsis. It is unlikely that we are going to be near 80 percent for May.
- Second sepsis coordinator started in June. CAUTI, CLABSI, and MRSA – we may not have zero CLABSIs in June, cases are still under review and we should have the fiscal year results next meeting. We will not hit the MRSA goal, but improvement is super for all three healthcare acquired infection measures. CAUTI and CLABSI committees have their own dashboard that measures compliance with best practices to prevent infection. This data is important as it helps the committee adjust their improvement strategies to focus on data driven causes. There were 720 patient catheters rounded on during the month of April. Forty-two catheters were removed because of the Gemba rounds. Gary asked, “Were they even needed to begin with?” Anu and Sandy replied by stating it is not that they were not needed to begin with, but they were no longer needed the day/time of the gemba round.
- Reviewed culture of culturing. We now have a report that shows us when an alert fired in Cerner when blood cultures were ordered within 24 hrs which is often unnecessary. Report was pulled to see this alert fired 213 times, and 76 of them did not move forward with the order. We averted drawing 76 blood cultures from this alert. Sandy stated they have identified a couple of providers that could be outliers in ordering blood cultures and Dr. Gray will review and follow up.
- Herb thanked Sandy for her work.

Sandy Volchko

Adjourned: 9:06am

Approved By: COMMITTEE MINUTES WERE APPROVED FOR DISTRIBUTION TO THE BOARD BY THE COMMITTEE CHAIR ON July 14, 2020 at 1:30pm.



RESOLUTION 2087

WHEREAS, Stanley Lopez, Phlebotomist II, is retiring from duty at Kaweah Delta Health Care District after 37 years of service; and,

WHEREAS, the Board of Directors of the Kaweah Delta Health Care District is aware of his loyal service and devotion to duty;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Kaweah Delta Health Care District, on behalf of themselves, the hospital staff, and the community they represent, hereby extend their appreciation to Stanley Lopez for 37 years of faithful service and, in recognition thereof, have caused this resolution to be spread upon the minutes of this meeting.

PASSED AND APPROVED this 27th day of July 2020 by a unanimous vote of those present.

President, Kaweah Delta Health Care District

ATTEST:

Secretary/Treasurer, Kaweah Delta Health Care District
and of the Board of Directors, thereof

**AMENDED AND RESTATED
EXCLUSIVE PROVIDER AGREEMENT
FOR
IMAGING SERVICES**

This Amended and Restated Exclusive Provider Agreement for Imaging Services (hereafter "**Agreement**") is entered into as of January 1, 2021 (the "**Effective Date**") by and between Kaweah Delta Health Care District (hereafter "**DISTRICT**") and Mineral King Radiological Medical Group, Inc. a California Professional Medical Corporation (hereafter "**MKRMG** or **CONTRACTOR**"), and amends, restates and supersedes the Exclusive Provider Agreement dated January 1, 2018 between the parties.

Recitals

A. DISTRICT is the operator of inpatient and outpatient facilities in Tulare County, California, including Kaweah Delta District Hospital and Sequoia Imaging Center (hereafter "**Hospital**"), all of which are serviced by a Radiology Department (hereafter the "**Department**").

B. CONTRACTOR is a Professional Corporation whose principals are physicians, duly licensed to practice medicine in the State of California and members in good standing of the Medical Staff of Hospital.

C. DISTRICT, in accordance with its bylaws administered through its Board of Directors, has determined that the best interests of patients, insofar as the quality of medical care is concerned, and insofar as the future quality of medical care and the availability of imaging services at DISTRICT is concerned, shall be served by having CONTRACTOR provide for the operation of a closed Department for the facilities currently owned and operated exclusively by DISTRICT, and by having CONTRACTOR exclusively operate the Department and provide imaging services at the facilities currently owned and operated exclusively by DISTRICT, as set forth in Exhibit "F," as well as at those additional facilities hereafter owned and operated exclusively by District in which CONTRACTOR becomes the provider of services pursuant to Section 5.3 hereof. Imaging services provided pursuant to this Agreement include diagnostic radiology, interventional radiology, MRI, CT, PET, nuclear medicine and ultrasound. It is the parties' intention that as additional modalities of diagnostic or interventional radiology arise, the scope of "imaging services" shall be expanded to include all of such modalities provided at District's facilities. The parties acknowledge, however, that Visalia Medical Clinic is not part of the Hospital or the Department, and is not subject to this Agreement. The status of Visalia Medical Clinic may be re-assessed in the future as warranted.

It is anticipated that this exclusive contract with CONTRACTOR will facilitate the administration of the Department and the training of personnel therein, will enhance interdepartmental communications at DISTRICT, will simplify and permit more flexibility

Error! Unknown document property name.

in scheduling, will promote better availability of imaging services, will enhance convenience for and safety of patients, will encourage more efficient use of equipment and personnel, and will ultimately lower the cost of imaging services for the patients of DISTRICT.

E. In view of the foregoing, DISTRICT desires that CONTRACTOR utilize the facilities of DISTRICT devoted to and available to imaging services and that CONTRACTOR assume the full and exclusive right to operation and control of the Department for the facilities owned and operated exclusively by DISTRICT, including, but not limited to, the provision of all imaging services in, on or about the facilities owned and operated exclusively by DISTRICT, on the terms and conditions set forth below, including Section 5.3. CONTRACTOR desires to exclusively utilize the facilities owned and operated exclusively by DISTRICT and to accept such sole and exclusive rights and responsibilities.

F. DISTRICT and CONTRACTOR desire to enter into this Agreement in order to provide a full statement of their respective rights and responsibilities in connection with the operation of the Department and the provision of professional imaging services at the facilities currently owned and operated exclusively by DISTRICT.

G. DISTRICT and CONTRACTOR acknowledge that some Physician Members (as defined below) of CONTRACTOR, through another business entity, currently own and operate an imaging facility, *Visalia Imaging and Open MRI*, on Court Street in Visalia, California, and that *Visalia Imaging and Open MRI* provides some services similar to those provided by CONTRACTOR under this Agreement; and that DISTRICT and *Visalia Imaging and Open MRI* potentially compete to provide outpatient imaging services to the same patients. CONTRACTOR acknowledges that the primary responsibility of CONTRACTOR and its Physician Members is to provide services under this Agreement, and to provide every service at least as well as a similar service is provided at *Visalia Imaging and Open MRI*.

THEREFORE, in consideration of the covenants and conditions contained herein, DISTRICT and CONTRACTOR agree as follows:

Section 1 Radiology Department

1.1 Physician Members and Subcontractors – Contractor’s Representations Physicians who provide imaging services on behalf of CONTRACTOR shall be physicians (1) who are employees of CONTRACTOR; (2) who are under subcontract directly with CONTRACTOR; or (3) whose medical corporations are under subcontract directly with CONTRACTOR. Physicians who qualify under (1) of this subsection shall be referred to in this Agreement as "**Physician Members**." Physicians who qualify under (2) or (3) of this subsection shall be referred to in this Agreement as "**Physician Subcontractors**." The term "**Physicians**" refers to Physician Members and Physician Subcontractors collectively. The CONTRACTOR acknowledges that this Agreement was reached based on CONTRACTOR's representations to DISTRICT which included all of the following:

- a) That CONTRACTOR will include among its Physician Members at the time of execution of this Agreement by CONTRACTOR all of the radiologists listed on the attached Exhibit "A";
- b) That each Physician Member and Physician Subcontractor shall at all times meet the qualifications set forth in Section 2.4 below.

CONTRACTOR specifically acknowledges that DISTRICT's decision to award this Agreement to CONTRACTOR was materially based on the foregoing representations by CONTRACTOR.

1.2 Radiology Department All Physician Members who are intending to provide imaging services at DISTRICT at the time of the execution of this Agreement are, and all future Physician Members and Physician Subcontractors who intend to provide services at DISTRICT during the term of this Agreement, must become members of the Radiology Department of Hospital and all imaging services contemplated by this Agreement shall be provided by them in their capacities as members of the Department.

1.3 Existing Department Premises During the term of this Agreement and any extensions hereof, DISTRICT will continue to provide to or on behalf of

3

KDHCD - MKRMG, Inc. Amended and Restated Exclusive Provider Agreement for Imaging Services

CONTRACTOR INITIALS _____

CONTRACTOR at DISTRICT's sole cost and expense the use of the Department's premises located in, on or about Hospital as currently used in connection with the Radiology Department and as expanded or relocated as may be reasonably necessary in the future for the safe and efficient operation of the Department and the provision of imaging services to patients at current facilities of DISTRICT. CONTRACTOR shall inform DISTRICT as to future increased needs for Department premises. DISTRICT shall not refuse CONTRACTOR the use of additional premises in currently existing facilities where the denial of such additional use would be unreasonable, and would hinder or lessen the quality of patient care or the CONTRACTOR's ability to deliver such care. Nothing in this Agreement is intended to give CONTRACTOR a possessory interest in the Department's premises, and nothing in this Agreement shall be so construed. In the event that during the term of this Agreement, CONTRACTOR is assessed a tax for the license to use the premises granted by this Agreement, and DISTRICT with the cooperation of CONTRACTOR is unsuccessful in challenging the imposition of the tax, DISTRICT agrees to pay the tax or to reimburse CONTRACTOR for its payment of the taxes.

1.4 Use of Premises CONTRACTOR shall use the Department's premises solely for the practice of imaging services provided by the Department under this Agreement and the administrative and clerical activities attendant to that practice only. No part of the premises shall be used at any time by CONTRACTOR or anyone else as an office for the general practice of medicine, or for the provision of medical services under any other agreement, unless a separate agreement is reached by the parties to that effect.

1.5 Medical Director CONTRACTOR shall recommend at reasonable intervals a qualified individual who will serve as the Medical Director of Imaging Services, subject to the DISTRICT's approval (hereafter "**Medical Director**"). The parties further agree that it is their intention that the Medical Director shall always be a Board Certified radiologist. The Medical Director shall provide and direct radiology services in accordance with the standards of the Joint Commission and all applicable state and federal regulations. The Medical Director shall be CONTRACTOR's liaison with DISTRICT and its Medical Staff and shall be responsible for performing all of the duties and responsibilities described on the attached **Exhibit "B."** The Medical Director shall not be changed without the prior consent of DISTRICT. DISTRICT agrees to not unreasonably withhold approval of the designation of the Medical Director by CONTRACTOR. CONTRACTOR agrees to name at the time of the execution of this Agreement a Substitute Medical Director, who has the same qualifications as required

of the Medical Director, who shall be subject to approval by DISTRICT, not to be unreasonably withheld, and who will carry out the Medical Director's responsibilities when the Medical Director is not available or when the Medical Director so designates. If a Substitute Medical Director or other appropriate delegate is not available at times when DISTRICT requires administrative services from CONTRACTOR, the President of CONTRACTOR will provide the needed administrative services.

1.6 Spokesperson for CONTRACTOR It is the DISTRICT's preference that the spokesperson for CONTRACTOR and the MKRMG President be one and the same person. Therefore, the MKRMG President shall serve as spokesperson for CONTRACTOR in all matters involving the terms and conditions of this Agreement. CONTRACTOR shall make arrangements for the MKRMG President to be available to consult with DISTRICT or its designees at reasonable times upon reasonable notice on a regular basis to discuss any matters concerning this Agreement or the administration of the Department. In addition, the MKRMG President shall act as the facilitator to ensure that the duties of CONTRACTOR described in this Agreement, including the attached Exhibit "C," are met in a timely manner. Failure to ensure that these duties are accomplished to the reasonable satisfaction of DISTRICT and/or Hospital's Medical Staff shall be a material breach of this Agreement. Communications by DISTRICT or its designee made to the MKRMG President shall be considered as made to CONTRACTOR and the MKRMG President shall be responsible for the forwarding of all such communications by DISTRICT to the appropriate boards, committees, or Physician Members and Physician Subcontractors of CONTRACTOR. Statements made by the MKRMG President regarding this Agreement or the administration of the Department shall be deemed by DISTRICT as the statements of CONTRACTOR. The MKRMG President may from time to time delegate to, or request assistance from, other officers of CONTRACTOR in carrying out his duties, provided that he shall not delegate his function as spokesperson for CONTRACTOR except during temporary absences.

1.7 Chief of Imaging It is the mutual desire of CONTRACTOR, the Medical Staff and DISTRICT that the Chief of the Radiology Department and the Medical Director be one and the same person, subject to the right of the Medical Staff to elect or appoint the Chief of the Radiology Department in accordance with the Medical Staff Bylaw, Rules and Regulations. The Medical Director may agree to serve as Chief of the Radiology Department if so elected or appointed by the Medical Staff.

Section 2 **CONTRACTOR's Obligations**

5

KDHCDC - MKRMG, Inc. Amended and Restated Exclusive Provider Agreement for Imaging Services

CONTRACTOR INITIALS _____

5

Error! Unknown document property name.

157/324

2.1 Scheduled Coverage

(a) CONTRACTOR shall have the exclusive right (as set forth in Exhibit "F") and the responsibility to provide all imaging services necessary for the proper operation of the Department twenty-four (24) hours per day, seven (7) days per week at the facilities owned and operated exclusively by DISTRICT. DISTRICT and CONTRACTOR recognize that the ordering/requesting physician is the primary customer of the radiologist along with the patient. CONTRACTOR shall provide, on premises, staffing pursuant to Exhibit "C" to meet the needs of the treating physicians and the needs of the patients. CONTRACTOR shall devote its best efforts and sufficient time to provide for the proper management and operation of the Department.

(b) The parties desire that, in addition, CONTRACTOR should provide unrestricted coverage of a Physician Member qualified in Interventional Radiology ("**IR Call Coverage**") for the fourteen (14)-hour period 6:00 p.m. to 8:00 a.m. weekdays, beginning 6:00 p.m. Monday and continuing each weekday evening until ending at 8:00 a.m. Saturday (each such weekday being referred to as an "**IR Coverage Weekday**"), and the twenty-four (24)-hour period 8:00 a.m. Saturday to 8:00 a.m. Sunday or 8:00 a.m. Sunday to 8:00 a.m. Monday (each such weekend day being referred to as an "**IR Coverage Weekend Day**"). However, the parties recognize that, owing to a shortage of qualified radiologists, CONTRACTOR may occasionally be unable to provide IR Call Coverage every day. CONTRACTOR shall, prior to the first day of each month, provide DISTRICT's Director of Radiology Services a written schedule identifying covered and non-covered IR call days for the ensuing month, and CONTRACTOR shall notify DISTRICT as soon as practicable if it anticipates being unable to provide IR Call Coverage at any scheduled time. If CONTRACTOR fails to provide IR Call Coverage during any scheduled shift, the compensation provided for in Section 3.5 shall be reduced by the appropriate shift rate set forth in that section. CONTRACTOR shall not claim compensation for IR Call Coverage provided by Physicians who are providing other required coverage under this Agreement at the same time. If an Interventional Physician is providing coverage for a 24-hour call shift or week-end call shift during restricted coverage, and is called to perform an interventional procedure, CONTRACTOR will provide a substitute physician for the time the regularly scheduled physician is performing the procedure.

2.2 Nighthawk Teleradiology Coverage CONTRACTOR may contract with a nighthawk teleradiology contractor acceptable to DISTRICT to provide limited coverage

6

KDHCD - MKRMG, Inc. Amended and Restated Exclusive Provider Agreement for Imaging Services

CONTRACTOR INITIALS _____

6

Error! Unknown document property name.

158/324

after-hours for preliminary interpretations of computer axial tomography and magnetic resonance imaging reads or other imaging studies as requested by referring physicians and other hospital providers, for DISTRICT patients each night from midnight through 8:00 a.m. DISTRICT agrees to reimburse CONTRACTOR for the costs of such services as provided in Section 3.6. In the event of unanticipated physician staffing problems, CONTRACTOR may, with the approval of the District's Chief Operating Officer and at CONTRACTOR's cost, commence nighthawk teleradiology at 9:00 PM on week-day nights until the staffing problems are resolved.

2.3 Availability by Telephone As part of the increased efficiency to be realized through this exclusive provider arrangement, CONTRACTOR shall be available for contact by on-duty Radiology Department personnel twenty-four (24) hours per day, seven (7) days per week, including holidays.

2.4 Physicians Providing Services for CONTRACTOR Except for those duties which are to be performed specifically by the Medical Director, the obligations of CONTRACTOR may be performed by any Physician Member or Physician Subcontractor who (a) maintains an unlimited license to practice medicine in the state of California; (b) is certified or is eligible for certification by the American Board of Radiology; (c) maintains membership on the Medical Staff of Hospital, with appropriate clinical privileges; (d) is a participating provider in the Medicare and Medi-Cal programs, and in other government health plans in which DISTRICT participates; (e) participates in continuing education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by CONTRACTOR's continuing medical education policy; and (f) is covered by the policy of professional liability insurance maintained by CONTRACTOR pursuant to Section 9.1. CONTRACTOR's use of additional imaging providers who are not Physician Members shall be limited to those situations where such usage is required to meet increasing imaging needs, peak patient loads or to provide imaging coverage during periods of vacation, sickness or disability. Such additional imaging providers must meet the qualifications set forth above.

2.5 Composition of Physician Members and Physician Subcontractors The composition of Physician Members and Physician Subcontractors may change with DISTRICT's approval, which shall not be unreasonably withheld, at the discretion of CONTRACTOR so long as new radiologists meet the requirements set forth in Section 2.4.

2.6 Additional Services In addition to the above coverages, CONTRACTOR agrees, in the operation of the Department, to provide to DISTRICT the additional services listed on the attached Exhibit "D," and to comply with the Contract Parameters set forth on Exhibit "E," it being understood by both parties that these additional services are a material part of the consideration for this Agreement.

2.7 Physician Reimbursement CONTRACTOR agrees that during the term of this Agreement and any subsequent extensions, it will not use any patient's ability to pay, or the identity of any patient's third party payor, as a basis for determining the reimbursement of Physician Members or Physician Subcontractors, or the assignment of cases to Physician Members or Physician Subcontractors.

2.8 No Discrimination CONTRACTOR shall provide imaging services to all patients of the Hospital, regardless of the patients' race, ethnicity, religion, national origin, citizenship, age, sex, marital status, physical or mental disability, insurance status, economic status, ability to pay for medical services, pre-existing medical condition or any other category protected by law, unless as a pre-existing medical condition, in the judgment of the radiologist, the condition would result in an unreasonable radiological or other medical risk to the patient.

2.9. Standards of Service CONTRACTOR shall (and shall require all Physician Members and Physician Subcontractors to):

(a) provide services under this Agreement in accordance with appropriate standards of clinical practice, all applicable federal and state laws and regulations, all applicable rules and regulations of the Medical Board of California, and the standards of the American Board of Radiology;

(b) comply with all applicable medical staff bylaws, rules, regulations, policies and procedures of DISTRICT (including its code of conduct and conflict of interest policies and procedures), and the terms and conditions of this Agreement;

(c) comply, participate in and cooperate with DISTRICT's compliance, utilization management, quality assurance, risk management, peer review and credentialing committees, programs and procedures;

(d) comply with all applicable laws and regulations, and the standards and recommendations of the Joint Commission, Title 22 of the California Code of

Regulations and other accreditation and regulatory bodies, and with all protocols applicable to the Department as adopted or amended by DISTRICT, after consultation with CONTRACTOR, from time to time;

(e) complete accurate and timely medical records of services provided in the Department, subject to the Contract Parameters set forth in Exhibit "E";

(f) cooperate with and participate in medical staff and administrative evaluations of the Department and CONTRACTOR's services;

(g) be a participating provider in the Medicare and Medi-Cal programs, and such other government health plans as the DISTRICT may from time to time request.

2.10 Notification by CONTRACTOR. CONTRACTOR shall promptly notify DISTRICT upon the occurrence of any of the following:

(a) The medical staff membership or clinical privileges of any Physician Member or Physician Subcontractor at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;

(b) CONTRACTOR or any Physician Member or Physician Subcontractor becomes the subject of any suit, action or other legal proceeding arising out of CONTRACTOR's or the Physician Member's or Physician Subcontractor's professional services under this Agreement;

(c) CONTRACTOR or a Physician Member or Physician Subcontractor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

(d) CONTRACTOR or any Physician Member or Physician Subcontractor becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;

(e) Any Physician Member or Physician Subcontractor becomes incapacitated or disabled from practicing medicine;

(f) Any act of nature or any other event occurs which has a material adverse effect on CONTRACTOR's or any Physician Member's or Physician Subcontractor's ability to perform the Services;

(g) CONTRACTOR changes the location of CONTRACTOR's offices;

(h) CONTRACTOR or any Physician Member or Physician Subcontractor is charged with or convicted of a felony or any criminal offense related to the provision of health care;

(i) CONTRACTOR or any Physician Member or Physician Subcontractor is debarred, suspended or otherwise ineligible to participate in the Medicare or Medi-Cal programs, or any other federal or state health care program; or

(j) CONTRACTOR or any Physician Member or Physician Subcontractor ceases to meet the qualifications set forth in Section 2.4 or Section 2.9.

2.11 Notification by DISTRICT. DISTRICT shall promptly notify CONTRACTOR upon the occurrence of any of the following that affects CONTRACTOR:

(a) DISTRICT or any employee or subcontractor, becomes the subject of any suit, action, arbitration or other legal proceeding relating to arising out of DISTRICT having entered into or performed under this Agreement;

(b) DISTRICT or any employee or subcontractor, is required to pay damages or any other amount in any legal action, arbitration or mediation related to the provision of the clinical or technical component of radiological services or billing and collection in connection therewith, by way of judgment, decision or settlement;

(c) DISTRICT or any employee or subcontractor, is notified that it, he or she is under investigation by any state or federal authority in respect of, or related in any way to, the provision of the clinical or technical component of radiological services or billing and collection in connection therewith, unless the notification to CONTRACTOR would impair a right or privilege of confidentiality with respect to the investigation;

(d) DISTRICT or any employee or subcontractor, is charged with or convicted of a felony or any criminal offense related to the provision of health care; or

(e) DISTRICT or any employee or subcontractor, is debarred, suspended or otherwise ineligible to participate in the Medicare or Medi-Cal programs, or any other federal or state health care program.

2.12 Negotiations with Third Party Payors DISTRICT may from time to time cooperate in joint proposals with certain third party payors to furnish certain DISTRICT and CONTRACTOR services at a negotiated global rate. To the maximum extent permitted by law, CONTRACTOR agrees to diligently work with DISTRICT toward successful negotiation of third party payor contracts. It is the expectation of the parties that concessions made by the respective parties to this Agreement, in the course of negotiating rates, shall bear some rationality, unless fair market value rates have been achieved for the party resisting contracting, in which case it shall be that party's obligation to contract if the other party so desires. The parties shall consult with each other prior to entering into an agreement which may impact the performance, services or fees under this Agreement.

2.13 Compliance Program CONTRACTOR and each Physician Member and Physician Subcontractor shall (i) comply with all District policies, procedures ("**Standards**") and Codes of Conduct ("**Codes**"); (ii) sign and adhere to any disclosures or attestations related to District's compliance program; and (iii) participate in and support the compliance program. As to CONTRACTOR's and each Physician Member's and Physician Subcontractor's business dealings with DISTRICT and their performance of services, neither CONTRACTOR nor any Physician Member or Physician Subcontractor shall act in any manner that conflicts with or violates the Standards and Codes, nor cause another person to act in any manner which conflicts with or violates the Standards and Codes. CONTRACTOR and each Physician Member and Physician Subcontractor shall comply with the Standards and Codes (as they may be revised in the future), as they relate to CONTRACTOR's business relationship with DISTRICT and its affiliates, employees, agents, contractors, and suppliers.

Section 3 DISTRICT Obligations

3.1 Supplies DISTRICT shall purchase all necessary supplies and provide services for Department, including drugs, linen, stationery, printed forms, office supplies, dictation and transcription services, and similar expendable items needed for the administration of imaging by CONTRACTOR. CONTRACTOR agrees to actively

11

KDHCD - MKRMG, Inc. Amended and Restated Exclusive Provider Agreement for Imaging Services

CONTRACTOR INITIALS _____

support and participate in cost saving initiatives and supply and equipment standardization within the Department.

3.2 DISTRICT Services DISTRICT shall, at its sole expense, furnish the Department premises with access to relevant patient-care related databases and systems, including but not limited to PACS and the electronic medical record system, and with ordinary janitorial and in-house messenger service, telephone, laundry, gas, water, heat and such electricity for light and power as may be required by CONTRACTOR for the proper operation and conduct of the Department. DISTRICT shall also cooperate with CONTRACTOR's billing and collection personnel, providing patient demographic and related contact and billing and collection-related information in the manner and to the extent provided as of the date of this Agreement, and to the extent permitted by law.

3.3 Personnel All non-medical and paramedical personnel, including technologists, transcriptionists, clerks, orderlies and aides required for the proper operation of the Department shall be employed by DISTRICT. It is expressly agreed by and between the parties that DISTRICT shall have the final approval of the selection and retention of such personnel. Salaries and personnel policies (including fringe benefits, group life insurance, hospital and medical insurance) for persons employed by DISTRICT in the Department shall be uniform with other DISTRICT personnel in the same classification insofar as may be consistent with the nature of the work. CONTRACTOR shall be entitled to provide input into the selection and evaluation of all Department non-medical and paramedical personnel.

It is understood and agreed that all such personnel furnished by DISTRICT to CONTRACTOR shall be subject to the direction of CONTRACTOR while performing any work or duties in connection with clinical or technical services of the Department; however, by reason of said direction, said personnel are not and shall not be made agents of CONTRACTOR, but rather shall remain employees of DISTRICT. DISTRICT shall be responsible for any claim or finding by any government agency regulating employers or employment relations based upon the assertion that such personnel are employees of CONTRACTOR as a result of CONTRACTOR's activities as contemplated by this Agreement.

3.4 Subsidy

(a) Except as provided in this Agreement, neither DISTRICT nor CONTRACTOR will charge the other for services provided pursuant to this Agreement. The financial aspects of this Agreement are based upon data supplied by both DISTRICT and CONTRACTOR relating to historical and anticipated patient volume, anticipated utilization, payor mix at HOSPITAL, historical collections and expenses of CONTRACTOR, requisite training of CONTRACTOR's Physician Members and Physician Subcontractors to provide services at multiple sites within Hospital, radiologist shortages in the community, difficulty experienced by CONTRACTOR in successful physician recruitment and other relevant factors. The parties agree that in order for CONTRACTOR to make the obligations set forth in this Agreement financially feasible for CONTRACTOR, DISTRICT must provide an annual subsidy during the term of this Agreement (the "**Annual Subsidy**") in the amount of **Two Million Nine Hundred Fifty-Two Thousand One Hundred Forty-Three Dollars (\$2,952,143)**, subject to adjustment as set forth in this Agreement. The Annual Subsidy is based on the requirement of 13.08 full-time equivalent (FTE) Physicians to provide the services required by this Agreement, and includes payment for Medical Director services provided in accordance with Section 1.5 and **Exhibit B**, and unrestricted clinic call coverage provided in accordance with Section 2.1 and **Exhibit C**. For purposes of this Agreement, one FTE Physician provides 1,664 Clinical Hours of service annually. Accordingly, the Annual Subsidy is based on the provision of 21,763 Clinical Hours annually (the "**Annual Clinic Hours**"). A Clinical Hour is an hour during which the Physician is at a District facility and providing patient care services, or services directly related to patient care or, with the prior written approval of the District, is at a remote location and providing patient care services, or services directly related to patient care, exclusively to patients of the District. The parties agree that the Annual Clinical Hours are the hours necessary to provide the restricted coverage set forth in **Exhibit C**. The DISTRICT shall pay the subsidy in equal monthly installments consistent with the terms hereof, except if and to the extent that CONTRACTOR elects to defer the receipt of such payment pursuant to the terms of the District's Deferred Fee Agreement ("**DFA**"), described in **Exhibit G**, and attached in **Exhibit G**, Appendix A, and subject to adjustment as provided in this Agreement. Both DISTRICT and CONTRACTOR represent and warrant that the information provided to the independent third party valuation expert in connection with the determination of the amount of the subsidy was complete and accurate.

(b) CONTRACTOR may provide additional restricted or remote coverage at its own cost, but doing so will not entitle CONTRACTOR to an increase in the subsidy. After 15 months (April 1, 2022) and at the request of either party, the parties will review the need for additional coverage. At DISTRICT's sole discretion, additional

13

hours may be approved after consulting with Kaweah Delta's Compliance Department and with an independent Fair Market Value consultant. However, under no circumstance will DISTRICT approve additional subsidy unless the Physicians collectively are maintaining productivity at or above the 75th percentile, as determined by reference to the productivity and Fair Market Value survey used by the DISTRICT. If the DISTRICT requests changes to the coverage schedule set forth in Exhibit C that require additional hours of restricted coverage, these hours will be compensated at the Fair Market Value determination and blended rate of One Hundred Dollars (\$100) per hour.

(c) The DISTRICT acknowledges that CONTRACTOR is highly productive, as reflected in the most recent fair market value assessment based on the wRVUs performed per hour of clinical coverage. The DISTRICT likewise recognizes that the workload of the CONTRACTOR has historically increased over time. The DISTRICT agrees that the CONTRACTOR may not be able to maintain productivity at or above the current level without adding FTEs or increasing efficiency. The DISTRICT agrees that such increases in efficiency and/or coverage hours may in the future warrant additional subsidy as determined by fair market value assessment as described in Section 3.4(b).

(d) If for any reason (including changes to the coverage schedule set forth in Exhibit C that reduce the required hours of restricted coverage) CONTRACTOR's Clinic Hours in any year fall below the required Clinic Hours for the year, the Annual Subsidy will be reduced by an amount equal to the product of the deficit in Clinic Hours for the year and One Hundred Dollars (\$100) per hour. The reduction shall be effectuated by a reduction in the installment of the Annual Subsidy for the month following the month in which the deficit is determined. For purposes of this section, the required Clinic Hours for a month is the number of hours of restricted coverage required to staff the schedule set forth in Exhibit C for the month, as changed from time to time by agreement of the parties.

(e) If for any reason CONTRACTOR fails to provide any unrestricted call coverage required by this Agreement (other than IR Call Coverage), the subsidy shall be reduced by the amount of **Twenty-Two Dollars (\$22)** per hour of unrestricted coverage that is not provided.

(f) The DISTRICT shall not be required to reimburse the cost of Nighthawk teleradiology services during any period when Contractor is required to provide Restricted Coverage.

3.5 **IR Call Coverage** DISTRICT shall pay Contractor the sum of **Twenty-Eight Dollars (\$28.00)** per hour for IR Coverage, but only for complete 14-hour IR Coverage Weekday Days (for which the payment will be **Three Hundred Ninety-Two Dollars (\$392)**) and complete 24-hour IR Coverage Weekend Days (for which the payment will be **Six Hundred Seventy-Two Dollars (\$672)**) provided by Contractor in accordance with Section 2.1. Within five (5) days after the end of each month, CONTRACTOR shall provide DISTRICT with written confirmation to the appropriate Vice President and the Director of Radiology Services whether IR Coverage was provided in accordance with the schedule of coverage provided for that month, and if it was not, CONTRACTOR shall provide details of when scheduled coverage was not provided. If any scheduled IR Coverage was not provided, DISTRICT shall reduce the next monthly payment of the Annual Subsidy by **Twenty-Eight Dollars (\$28)** for each hour of scheduled coverage not provided.

3.6 **Nighthawk Teleradiology Coverage Reimbursement** DISTRICT agrees to reimburse CONTRACTOR monthly CONTRACTOR'S actual and reasonable cost of securing nighthawk coverage as provided in Section 2.2; provided that CONTRACTOR shall be responsible for the cost of such coverage until midnight every night. CONTRACTOR shall keep DISTRICT apprised of such amount and shall provide to DISTRICT such reasonable proof, including, but not limited to, Contractor's executed agreement with the nighthawk teleradiology contractor and the contractor's invoices and proof of payment, and DISTRICT shall pay such amount to CONTRACTOR monthly on or before the 10th day following CONTRACTOR'S presentation of each paid invoice with proof of payment. If so requested by DISTRICT, CONTRACTOR shall cooperate with DISTRICT in obtaining information from the nighthawk contractor to enable DISTRICT to determine the reasonableness of its charges, taking into account the expense, quality and efficiency of the services provided, and, if DISTRICT so requests, in evaluating alternative sources from which CONTRACTOR might obtain nighthawk coverage.

3.7 **Compensation for Medical Director** CONTRACTOR's compensation for Medical Director services is included in the Annual Subsidy set forth in Section 3.4. DISTRICT and CONTRACTOR estimate that CONTRACTOR's Medical Director will spend **two hundred eighty-eight (288) hours annually, or an average of twenty-four (24) hours per month** in the performance of the Medical Director responsibilities. By the fifth (5th) day following the end of each month during the term of this Agreement, CONTRACTOR shall provide to DISTRICT a written log of the hours or service provided by the Medical Director for the previous month. The log shall include the dates of service, the services provided on the respective dates, and an itemization of the time spent

performing the service. Disbursement of the current installment of the Annual Stipend shall not occur unless DISTRICT receives complete and accurate time records for all time spent in provided medical direction services pursuant to this Agreement. If, with the prior written approval of DISTRICT's Director for Radiology Services, the Medical Director provides more than 24 hours of Medical Director services in any month, the DISTRICT shall pay CONTRACTOR for the additional services at the rate of **One Hundred Dollars (\$100)** per hour, subject to recoupment to the extent of any deficit below 24 hours in any subsequent month. If in any contract year the Medical Director provides less than 288 hours of Medical Director services, CONTRACTOR shall refund to DISTRICT **One Hundred Dollars (\$100)** for each hour of the deficit, which, if this Agreement is continuing, shall be made by way of offset against the next installment of the Annual Stipend. CONTRACTOR agrees to comply with DISTRICT's policies and procedures regarding Medical Directors as amended from time to time. DISTRICT's policies and procedures are available to CONTRACTOR and Medical Director via DISTRICT's intranet, <http://kdnet.kdhcd.org>. After 12 months (January 1, 2022) and either party so requests, the parties will review the compensation terms for Medical Director. At DISTRICT's sole discretion, additional compensation may be approved. The compensation amount and terms will be assessed by Kaweah Delta's Compliance Department, substantiated, and confirmed by an independent Fair Market Value consultant.

3.8 Global Rates for Cardiac Surgery The following negotiated schedule includes the professional services of CONTRACTOR. This schedule applies only where payors have agreed to global billing in connection with the DRGs listed below and may be revised as managed care plans are amended or renegotiated. Compensation distributed to CONTRACTOR pursuant to this section will occur only following DISTRICT's receipt of payment from the payor. Consulting fees, if applicable, will be billed separately by CONTRACTOR to the appropriate payor. The following referenced Diagnosis Related Groups ("DRGs") may be reclassified, amended or cross-referenced to another DRG as promulgated by CMS. The following schedule will apply to any such reclassified, amended or cross-referenced DRG identified below for purpose of compensation pursuant to this section.

- (a) DISTRICT will pay CONTRACTOR for commercial managed care payors contracted with the DISTRICT for global payment a fixed flat rate of \$100 for plain film radiographs. For any other studies CONTRACTOR will be reimbursed at 70% of its 2011 usual and customary charges. A stop loss clause goes into effect if any given

cardiac patient has more than 10 plain film radiograph examinations during a single hospitalization. After the tenth plain film radiograph examination, CONTRACTOR will be reimbursed at 70% of its 2011 usual and customary charges per case for the following MS-DRGs: 216 - Cardiac valve & other major cardiothoracic procedure with card cath w MCC; 217- Cardiac valve & other major cardiothoracic procedure with card cath w CC; 218- Cardiac valve & other major cardiothoracic procedure with cardiac cath w/o CC/MCC; 219- Cardiac valve & other major cardiothoracic procedure w/o cardiac cath w MCC; 220- Cardiac valve & other major cardiothoracic procedure w/o cardiac cath w CC; 221- Cardiac valve & other major cardiothoracic procedure w/o cardiac cath w/o CC/MCC; 231- Coronary bypass w PTCA w MCC; 232 - Coronary bypass w PTCA w/o MCC; 233-Coronary bypass w cardiac cath w MCC; 234- Coronary bypass w cardiac cath w/o MCC; 235 – Coronary bypass w/o cardiac cath w MCC; 236 – Coronary bypass w/o cardiac cath w/o MCC.

(b) DISTRICT will distribute to CONTRACTOR for Tulare County Medical Services (“TCMS”) a fixed flat rate of \$100 for plain film radiographs. For any other studies, CONTRACTOR will be reimbursed at 70% of its 2011 usual and customary charges. A stop loss clause goes into effect if any given cardiac patient has more than 10 plain film radiograph examinations during a single hospitalization. After the tenth plain film radiograph examination, CONTRACTOR will be reimbursed at 70% of its 2011 usual and customary charges per case for the following MS-DRGs: 216 - Cardiac valve & other major cardiothoracic procedure with card cath w MC; 217- Cardiac valve & other major cardiothoracic procedure with card cath w CC; 218- Cardiac valve & other major cardiothoracic procedure with cardiac cath w/o CC/MCC; 219- Cardiac valve & other major cardiothoracic procedure w/o cardiac cath w MCC; 220- Cardiac valve & other major cardiothoracic procedure w/o cardiac cath w CC; 221- Cardiac valve & other major cardiothoracic procedure w/o cardiac cath w/o CC/MCC; 231- Coronary bypass w PTCA w MCC; 232 - Coronary bypass w PTCA w/o MCC; 233-Coronary bypass w cardiac cath w MCC; 234- Coronary bypass w cardiac cath w/o MCC; 235 – Coronary bypass

w/o cardiac cath w MCC; 236 – Coronary bypass w/o cardiac cath w/o MCC.

3.9 Monthly Report By the fifth (5th) day following the end of each month of the term of this Agreement (including the last month), and as a precondition to payment of the current installment of the Annual Subsidy, CONTRACTOR shall submit to DISTRICT a written report (in addition to the report required by Section 3.7) setting forth:

- (a) The number and schedule of Clinic Hours provided during the preceding month; whether each such hour was provided on-site or remotely, and if remotely, the location from which it was provided; and the identity of the Physician providing the Clinic Hours for each shift;
- (b) The number and schedule of hours of unrestricted call coverage provided during the preceding month; and the identity of the Physician providing the coverage for each shift;
- (c) The information concerning IR call coverage required by Section 3.6;
- (d) The CONTRACTOR's cost of nighthawk coverage, to the extent reimbursable under Section 3.6; and
- (e) Any services performed during the prior month for which CONTRACTOR claims payment under Section 3.7, compensation for Medical Director.

3.10 Compensation Review After 15 Months (4/1/2022) of this Agreement, DISTRICT may undertake a review of the compensation provided under this Agreement to determine whether it is consistent with fair market value. After review as outlined in Section 3.4(b), if the District proposes an adjustment to the compensation, the parties agree to negotiate the proposal in good faith with a view to agreeing on an appropriate adjustment to be effective July 1, 2022.

Section 4

Relationship of the Parties

18

KDHCD - MKRMG, Inc. Amended and Restated Exclusive Provider Agreement for Imaging Services

CONTRACTOR INITIALS _____

18

Error! Unknown document property name.

170/324

4.1 Independent Contractors In the performance of the work, duties and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that CONTRACTOR is at all times acting and performing as an independent contractor with respect to DISTRICT in practicing (and having its Physician Members and Physician Subcontractors practice) imaging and providing other services pursuant to this Agreement. CONTRACTOR shall be solely responsible for all compensation, benefits and required employment-related taxes, contributions and insurance for all Physician Members. DISTRICT shall have no obligation under this Agreement to compensate or pay taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Physician Members or any other person employed or retained by CONTRACTOR. Notwithstanding the foregoing, if DISTRICT is required to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Physician Members or any other person employed or retained by CONTRACTOR, CONTRACTOR shall reimburse DISTRICT for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.2 Supervision of Imaging Services With the exception of DISTRICT's overall obligation to supervise the quality of care provided in all areas of the DISTRICT's facilities, it is the parties' intention that DISTRICT will not exercise specific control or direction over the manner and means by which CONTRACTOR or its Physician Members or Physician Subcontractors shall perform and administer imaging services; provided, however, that CONTRACTOR shall perform the obligations and responsibilities hereunder and function at all times in accordance with approved methods and practices in the professional specialty of radiology and in accordance with the Rules and Regulations promulgated by the Department. It is the responsibility of both DISTRICT and CONTRACTOR to assure that the work and services covered by this Agreement are performed by CONTRACTOR and its Physician Members and Physician Subcontractors in a competent, efficient and satisfactory manner and in accordance with all applicable law.

Section 5 **Exclusive Contract**

5.1 Contractor's Exclusive Right As set forth in Exhibit "F," during the term of this Agreement and any extensions thereof, CONTRACTOR shall have the sole and exclusive right and responsibility for the provision of the professional imaging services

19

KDHCD - MKRMG, Inc. Amended and Restated Exclusive Provider Agreement for Imaging Services

CONTRACTOR INITIALS _____

19

Error! Unknown document property name.

171/324

described in this Agreement in or about the facilities owned and operated exclusively by DISTRICT. It is the intent of the parties hereto, by the provision of the exclusive authority and responsibility to CONTRACTOR, to promote and enhance the quality of patient care and the quality of the delivery of diagnostic and interventional radiology at DISTRICT through the establishment of known standards for the operation of the Department, and to accomplish all of this DISTRICT will not cause or permit any other persons or entities, during the term of this Agreement, to provide any imaging services designated as exclusive in Exhibit "F" at facilities owned and operated exclusively by DISTRICT at the time of the execution of this Agreement, except as expressly permitted by this Agreement or other written agreement between DISTRICT and CONTRACTOR. The parties acknowledge, however, that Visalia Medical Clinic is not subject to this Agreement. The status of Visalia Medical Clinic may be re-assessed in the future as warranted.

5.2 No Solicitation of District Employees During the term of this Agreement and for a period of one (1) year after its termination, CONTRACTOR agrees to refrain, and to cause its Physician Members and Physician Subcontractors to refrain, from directly or indirectly attempting to persuade DISTRICT employees away from DISTRICT for any reason. Nothing in this section shall prohibit CONTRACTOR, a Physician Member, or an entity in which a Physician Member has an economic interest, from hiring a former employee of DISTRICT who was not, prior to termination of employment with District, solicited or otherwise induced to leave employment with DISTRICT by any agent or employee of CONTRACTOR, a Physician Member, or an entity in which a Physician Member has an economic interest.

5.3 Addition of Facility In the event the DISTRICT (a) opens any new facility in Tulare County, California or (b) acquires any existing facility in Tulare County, California, which is solely owned and controlled by DISTRICT and in which diagnostic radiological services are required and are provided under a health facility license held in the name of the DISTRICT (any such additional facility being referred to herein as an "**Additional Facility**"), DISTRICT shall develop program requirements for such radiological services and, DISTRICT shall promptly give CONTRACTOR written notice of such program requirements, which shall be not less than sixty (60) days before the Additional Facility shall need radiological services. CONTRACTOR shall have the sole right for a period of forty-five (45) days from the date of receipt of such written notice to negotiate to provide radiological services at the Additional Facility. Failing the reaching of agreement during such time period, DISTRICT may negotiate with any party with respect to the provision of radiology services at such Additional Facility. [However, if at the time of the DISTRICT's acquisition of an existing facility radiological services are then

being provided by another contracted provider, the foregoing right of negotiation shall not apply, but DISTRICT shall, if practicable, give CONTRACTOR a reasonable opportunity to make a proposal to provide such services upon the expiration of the current provider's contract.]

Section 6 Equipment

All equipment deemed by the parties to be reasonably necessary for the efficient and safe conduct of imaging procedures of the type required in DISTRICT shall be provided and furnished by DISTRICT at the sole expense of DISTRICT. Such equipment shall be called "**DISTRICT equipment.**" As to DISTRICT equipment, the parties agree as follows:

- a) Such equipment shall remain the property of DISTRICT.
- b) CONTRACTOR shall have the right to make recommendations to DISTRICT as to new DISTRICT equipment or replacement of DISTRICT equipment as needed and DISTRICT will use its best efforts to adopt all such reasonable recommendations by CONTRACTOR. DISTRICT agrees that it shall maintain DISTRICT's equipment in conformance with manufacturers' maintenance procedures. CONTRACTOR acknowledges that the equipment in place on the effective date of the Agreement is sufficient for CONTRACTOR to carry out its duties under this Agreement. However, this acknowledgment shall not be understood to be a statement or warranty by CONTRACTOR that any such equipment is in satisfactory working condition, nor shall it be construed to limit CONTRACTOR's right to make recommendations for equipment which might become necessary or advisable in the future.
- c) DISTRICT shall, at its sole expense, maintain DISTRICT equipment and shall, within a reasonable time, replace any portion thereof which becomes worn out or obsolete with equipment similar or better in character and utility to that being replaced.
- d) DISTRICT shall provide all gases and other chemicals necessary for imaging and shall ensure the continued and safe supply of such gases and chemicals to all areas in which they are to be used for the administration of imaging.

21

KDHCD - MKRMG, Inc. Amended and Restated Exclusive Provider Agreement for Imaging Services

CONTRACTOR INITIALS _____

21

Error! Unknown document property name.

173/324

- e) Nothing in this Agreement is intended to give CONTRACTOR a possessory interest in the District equipment, and nothing in this Agreement shall be so construed. In the event that during the term of this Agreement, CONTRACTOR is assessed a tax for the license to use the District equipment granted by this Agreement, and DISTRICT with the cooperation of CONTRACTOR is unsuccessful in challenging the imposition of the tax, DISTRICT agrees to pay the tax or to reimburse CONTRACTOR for its payment of the taxes.
- f) CONTRACTOR shall ensure that its Physician Members are properly trained in the use of District equipment, that they use it in accordance with the manufacturer's specifications, and that they promptly report any damage or defects to DISTRICT.

Section 7

Billing and Compensation

7.1 CONTRACTOR's Charges DISTRICT shall not be responsible for the payment of fees payable to CONTRACTOR for rendering imaging services to patients of DISTRICT. Rather, CONTRACTOR's fees for professional services rendered to patients of DISTRICT shall be established in general accordance with customary and reasonable fees for comparable services of comparable groups in the service area, and shall be billed directly by CONTRACTOR to patients for whom the services were rendered, or their respective third party payors. CONTRACTOR'S rates, other than those set by third-party payers or negotiated by CONTRACTOR with third-party payers, shall be approved by DISTRICT. Nothing herein shall be construed to cause CONTRACTOR to violate any federal or state laws concerning the establishment of fees or billing for fees. CONTRACTOR shall cooperate with compliance initiatives of the DISTRICT. CONTRACTOR shall be responsible for billing directly to patients or their respective third party payors for professional services rendered by CONTRACTOR and DISTRICT shall have no interest in or responsibility with respect thereto, or for the collection of said fees. CONTRACTOR's billing practices shall be in compliance with all applicable laws and regulations and with the contractual requirements of third-party payers, and shall be consistent with CONTRACTOR's past billing practices. CONTRACTOR shall provide prompt notice to DISTRICT of any and all changes in CONTRACTOR's billing practices and fee structures. DISTRICT shall provide prompt

notice to CONTRACTOR of any and all changes in DISTRICT's billing practices and fee structures that relate to the services provided by CONTRACTOR.

7.2 DISTRICT Charges CONTRACTOR shall have no responsibility for DISTRICT charges to patients. Rather, all DISTRICT services rendered to patients shall be billed and the collection thereof shall be the sole responsibility of DISTRICT. DISTRICT's fees for the technical component of radiological services rendered to patients of DISTRICT shall be established in general accordance with customary and reasonable fees for comparable services in the service area.

7.3 Schedule of Fees CONTRACTOR will prepare a schedule of fees representing CONTRACTOR's full fee and charge for professional services rendered by Physician Members and Physicians Subcontractors to DISTRICT patients. The fee schedule, and any changes thereto, must be approved in advance by DISTRICT in order for DISTRICT to ensure that fees and charges are reasonable, fair, and consistent with the basic commitment of DISTRICT to provide adequate health care to all residents within DISTRICT's service area. Such schedule must, at all times, comply with all applicable laws, rules, regulations and contractual arrangements with third party payors. The fees set out therein must, at all times, be reasonable and competitive, as required by Cal. Health and Safety Code, Division 23, Section 32129.

Section 8

Term and Termination

8.1 Term of Agreement The term of this Agreement shall end on **December 31, 2023**, subject to earlier termination as set forth below. The effectiveness of this Agreement shall be subject to the condition precedent that the District shall have received the written report of its valuation counselor, in form and substance reasonably satisfactory to the District, to the effect that the subsidy set forth in Section 3.4 is consistent with fair market value.

8.2 Termination for Cause

a) Either party hereto may terminate this Agreement in the event of a material breach of its terms by the other party (other than as set forth below), provided, however, that no such termination shall occur unless the party who desires to terminate gives the other party at least thirty (30) days' written notice of such material breach, and such breach is not cured within said thirty (30) days or such

23

KDHCD - MKRMG, Inc. Amended and Restated Exclusive Provider Agreement for Imaging Services

CONTRACTOR INITIALS _____

23

Error! Unknown document property name.

175/324

longer period as set forth in the written notice. Such notice shall specify with reasonable certainty the nature and extent of the material breach complained of. If the nature of the breach is such that it is not possible to cure it within the time frame set forth in the written notice, the breaching party shall be given the additional time necessary to cure the breach so long as that party diligently and in good faith continues to take the action(s) necessary to cure the breach and so long as the breach does not substantially impair the operation of the Department.

b) DISTRICT may terminate this Agreement on written notice to CONTRACTOR upon the occurrence of any of the following events affecting CONTRACTOR or a Physician Member or Physician Subcontractor, unless in the case of a Physician Member or Physician Subcontractor, CONTRACTOR immediately causes the Physician Member or Physician Subcontractor to cease providing services under this Agreement, and continues to provide the services required by this Agreement:

(i) The revocation or suspension of the license of the Physician Member or Physician Subcontractor to practice medicine as issued by the California Medical Board in the state of California.

(ii) The revocation or suspension of the Drug Enforcement Administration (DEA) licensure of the Physician Member or Physician Contractor issued by the United States Department of Justice Drug Enforcement Administration for just cause.

(iii) The loss of or suspension from membership on the Medical Staff of Hospital of the Physician Member or Physician Contractor for just cause after appropriate hearing procedures in accordance with the bylaws of the Medical Staff of DISTRICT and other applicable rules and regulations and other applicable law.

(iv) Failure to comply with any of the qualifications set forth in Subsection 2.4 or Subsection 2.9 of this Agreement.

c) DISTRICT may terminate this Agreement upon written notice to CONTRACTOR in the event of any attempt, whether direct or indirect, by CONTRACTOR, a Physician Member and/or a Physician Subcontractor, to

induce an employee of DISTRICT to terminate his/her employment relationship with DISTRICT. Advertisement of employment opportunities through newspapers or trade publications shall not be deemed a violation of this subsection if the advertisement is not specifically targeted at employees of DISTRICT.

Termination for any of the reasons set forth above shall be considered as termination with cause.

In addition, the Medical Executive Committee may, by a vote of the majority of its members present and voting, ask DISTRICT to give CONTRACTOR written notice stating that the Medical Executive Committee is not satisfied with the performance by CONTRACTOR or any Physician Subcontractor of CONTRACTOR. Promptly the Chief Operating Officer (or delegate) shall make himself available for the purpose of meeting with CONTRACTOR to review the reasons for dissatisfaction and means for curing the same. No sooner than one-hundred twenty (120) days after the giving of the original notice, the Medical Executive Committee, by a majority vote of its members present and voting, may, if not then satisfied, request DISTRICT to terminate the Agreement, and DISTRICT may terminate this Agreement if so requested. Termination under this provision shall be effective no earlier than one hundred twenty (120) days after notice to CONTRACTOR to that effect.

8.3 Termination Without Cause Notwithstanding Subsections 8.1 and 8.2 above, either party may terminate this Agreement at any time without cause by giving the other party one hundred eighty (180) days' written notice of the withdrawing party's intention to so terminate. At the expiration of said one hundred eighty (180) day period, the contract shall be considered terminated as to both parties.

8.4 No Rights Conferred on CONTRACTOR Physicians Each of the Physician Members of CONTRACTOR has executed this Agreement acknowledging that this Agreement is not with any individual Physician Member(s) of CONTRACTOR but rather is with CONTRACTOR.

8.5 Effect of Termination on Medical Staff Membership and Clinical Privileges. CONTRACTOR and each Physician Member agrees and acknowledges that the Medical Staff Bylaws currently provide that (a) upon termination of this Agreement without cause or for any cause or reason, the clinical privileges of each Physician Member and each Physician Subcontractor to provide services in the

Department that are exclusively assigned under Exhibit F (and if these are the Physician Member's or Physician Subcontractor's only clinical privileges, his or her Medical Staff membership also) shall forthwith terminate, without further action by or on behalf of the DISTRICT or the DISTRICT's Medical Staff, and without right of review, fair hearing or appeal; and (b) the clinical privileges and Medical Staff membership of any Physician Member or Physician Subcontractor to provide services in the Department shall similarly terminate if he or she ceases, without cause or for any cause or reason, to be employed or contracted by CONTRACTOR to provide services under this Agreement. CONTRACTOR shall include a provision implementing this one in its employment agreements or contracts with Physician Members and Physician Subcontractors. Should the Medical Staff Bylaws continue to provide as referenced above in this Section, upon termination of this Agreement CONTRACTOR shall immediately vacate the Department.

8.6 Tax-Exempt Financing. If DISTRICT and CONTRACTOR are advised by DISTRICT's bond counsel that any amendment is required to this Agreement in order to establish or maintain the exemption from federal income tax of any obligations issued by or on behalf of the DISTRICT, the parties shall, at the request of the DISTRICT, cooperate to effect such amendment. If the parties fail to agree to such an amendment within thirty (30) days of the DISTRICT's request, the DISTRICT may terminate this Agreement on thirty (30) days' notice to CONTRACTOR.

Section 9

Insurance and Indemnity

9.1 Insurance by CONTRACTOR Each of CONTRACTOR's Physician Members and Physician Subcontractors performing service for CONTRACTOR under this Agreement shall, at their expense or at CONTRACTOR's expense, be covered by medical malpractice insurance as set forth in this Section 9.1. In the event that such insurance is provided through individual policies, whether or not paid for directly by CONTRACTOR, CONTRACTOR shall require that each of its Physician Members and Physician Subcontractors maintain such policies as required by this Section. Each of CONTRACTOR's Physician Members and Physician Subcontractors performing service for CONTRACTOR under this Agreement shall be covered by medical malpractice insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate, or such greater amount as may be required for Medical Staff membership by the Medical Executive Committee or the Board of Directors of DISTRICT, for each Physician Member and each Physician Subcontractor. CONTRACTOR agrees to purchase, or to cause the Physician Members and Physician

Subcontractors performing service for CONTRACTOR under this Agreement to purchase, the insurance through an insurance company that has been issued a Certificate of Authority by the California Insurance Commissioner to transact a casualty business in the state of California.

CONTRACTOR shall provide DISTRICT with a certificate or certificates evidencing such insurance coverage on the commencement date of this Agreement and from time to time as requested by DISTRICT. If permitted by the insurance carrier, said insurance policy or policies shall also provide for at least fifteen (15) days' written notice to DISTRICT before cancellation may take effect.

If the policies of insurance are on a "claims made" basis, CONTRACTOR shall maintain, or shall require the individual Physician Members and Physician Subcontractors to maintain, coverage in effect for a period of not less than three (3) years from termination of this Agreement. If a Physician Member's or a Physician Subcontractor's insurance terminates within such three-year period, CONTRACTOR shall require the Physician Member or Physician Subcontractor to furnish to DISTRICT a policy of continuing coverage or "tail" insurance covering claims against the Physician Member or Physician Subcontractor arising during the term of this Agreement and asserted at any time thereafter within the applicable statute of limitations. The policy shall have the coverage limits set forth above. CONTRACTOR shall, upon request, furnish DISTRICT with evidence of the continuing coverage required by this paragraph. This paragraph shall survive the termination of this Agreement.

9.2 Insurance by DISTRICT DISTRICT shall, at its own expense, provide professional liability insurance or self insurance coverage with limits acceptable to CONTRACTOR. DISTRICT shall provide CONTRACTOR, upon request, with a certificate of insurance.

DISTRICT shall, at its own expense, provide self insurance coverage in amounts satisfactory to CONTRACTOR with respect to the CONTRACTOR's administrative duties under this Agreement. It is understood by both parties that DISTRICT is self-insured for professional and public liability.

Said self-insurance shall provide coverage for CONTRACTOR acting in its administrative capacity in carrying out the terms and obligations as established by this Agreement, and in handling the administrative functions of the Department and/or Medical Staff. DISTRICT shall, upon request by CONTRACTOR, provide

CONTRACTOR with a certificate evidencing such insurance coverage. The expense for such insurance shall be paid by DISTRICT.

9.3 Sole Responsibility Each party shall be solely responsible for its own acts and/or omissions and shall not be responsible for the acts and/or omissions of the other.

Section 10 General Provisions

10.1 Dispute Resolution The parties agree that in the event of a dispute between them as to the interpretation of this Agreement, other than an action by either party which constitutes a basis for termination for cause under Subsection 8.2, and specifically excluding any termination pursuant to Subsection 8.3, the dispute shall be mediated in conformance with the following procedures:

- a) The aggrieved party shall notify the other party (the "responding party") by way of a meeting or in writing in sufficient detail so as to clearly identify the problems giving rise to the dispute. The responding party shall respond to the writing within a reasonable time;
- b) If the dispute involves another department of DISTRICT, each of the parties shall consult with the appropriate members of said department and provide for input from said members so as to facilitate a complete discussion and proposed solutions to the problems;
- c) If the parties reach resolution after the above process, they shall reduce the agreement of resolution to a writing which shall be entitled "Memorandum of Resolution of Dispute" and this memorandum shall be attached to this contract and become an addendum hereto for future reference;
- d) If the parties are unable to reach a resolution of the problem after the above procedures are taken, they shall, at the request of either of them, submit the matter to JAMS for mediation in Tulare County, California. Both party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation

28

KDHCD - MKRMG, Inc. Amended and Restated Exclusive Provider Agreement for Imaging Services

CONTRACTOR INITIALS _____

28

Error! Unknown document property name.

180/324

proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

10.2 Illegality Notwithstanding anything to the contrary herein, in the event performance by any of the parties hereto of any term, covenant, condition or provision of this Agreement shall jeopardize the licensure of DISTRICT or CONTRACTOR, or the full accreditation of DISTRICT by the Joint Commission or for any other reasons said performance should be in violation of applicable statutes or ordinances, such term, covenant, condition or provisions shall be renegotiated by the parties. In the event the parties are unable to renegotiate said term or terms within a reasonable time, either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

10.3 Assignment Neither party may assign its rights or obligations hereunder without written consent of the other party provided, however, that CONTRACTOR may enter into subcontracts with Physician Subcontractors in accordance with the provisions of this Agreement.

10.4 Amendment This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the parties.

10.5 Access to Books and Records For the purpose of implementing 1861 (d)(1)(i) of the Social Security Act, as amended, and any written regulations promulgated thereunder, CONTRACTOR agrees to comply with the statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:

- a) Until expiration of four (4) years after the furnishing of such services pursuant to such contract, CONTRACTOR shall make available upon request by the Comptroller General of the United States or any of their duly authorized representatives, any contracts, books, documents and records of

CONTRACTOR that are necessary to certify the nature and extent of such costs; this requirement shall be a part of any subcontract between CONTRACTOR and a related organization as defined by the Act and;

b) If CONTRACTOR carries out any of the duties of the contract through a subcontract, with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon request by the Secretary, or upon request by the Comptroller General or any of their duly authorized representatives, the subcontract and the books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

c) If CONTRACTOR is requested to disclose any books, documents and records relevant to this Agreement for the purpose of an audit or investigation, CONTRACTOR shall notify DISTRICT of the nature and scope of the request.

d) CONTRACTOR shall indemnify and hold harmless DISTRICT in the event that any amount of reimbursement is denied or disallowed by the reimbursement programs because of the failure of CONTRACTOR or any of its related subcontractors to comply with the obligations stated in Paragraphs a) and b) of this Subsection 10.5. Such indemnity shall include, but not be limited to the amount of reimbursement denied or disallowed, plus any interest, penalties and legal costs.

This subsection is effective as of the date of execution of this Agreement and pertains to all records that have or should have been maintained on or after that date.

10.6 Tax Position CONTRACTOR agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the DISTRICT with respect to the Department. For example, CONTRACTOR shall not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Department.

10.6 Representations of Authority to Contract Each of the parties hereto represent that it has the complete and unrestricted authority and legal power to undertake the obligations placed upon it by the term of this Agreement. Each of the parties represent to the other that it has not presently, nor in the future shall, enter into

any agreements or be bound by any other representations with any other party, entity, governmental agency or person whatsoever that will prevent it from fully performing all of its obligations under this Agreement in a timely fashion and without any reservations. CONTRACTOR specifically represents that it has not bargained or granted away any authority to any other entity or person whatsoever which would prevent it from exercising full discretion in the performance of its respective duties hereunder. DISTRICT specifically represents that it is not aware of anything about its structure as part of a larger organization, or about the laws of the United States, of the state of California or of any other applicable laws which would prevent it or restrict it from in any way fully performing and meeting each and every obligation hereunder.

Each of the parties hereto agree to indemnify, defend and hold harmless the other party from any damages associated with a breach of the representations in this Subsection 10.6.

10.7 Notice Whenever, under the terms of this Agreement, written notice is required or permitted to be given by any party to any other party, such notice shall be deemed to have been sufficiently given upon personal delivery to a Physician Member of CONTRACTOR or an authorized agent of DISTRICT, evidenced by a written receipt from such officer or agent, or forty-eight (48) hours after deposit in the United States mail in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given, at the address hereinafter set forth:

If to DISTRICT: Chief Executive Officer
Kaweah Delta Health Care District
400 West Mineral King Avenue
Visalia, California 93291-6263

Chief Compliance Officer
Kaweah Delta Health Care District
400 West Mineral King Avenue
Visalia, California 93291-6263

If to CONTRACTOR: Glade Roper, M.D.
Mineral King Radiological Medical Group, Inc.
1700 South Court Street, Suite F
Visalia, California 93277

Either party shall have the right to change its address to which notices shall be given by notice similarly sent.

10.8 Completely Integrated Agreement This Agreement contains the sole and entire agreement between the parties and shall supersede all prior agreements between the parties as of the effective date hereof. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this Agreement, or any other representations, except as are specifically set forth herein, and each of the parties hereto acknowledge that it has relied on its judgment in entering into the same.

10.9 Binding on Successors This Agreement shall be binding upon the successors in interest of DISTRICT and of CONTRACTOR, subject to the provisions of Subsection 10.3 hereof.

10.10 Section and Paragraph Headings The section and paragraph headings used in this Agreement are intended solely for convenience of reference and shall not in any way or manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions of this Agreement.

10.11 Gender Neutrality As used herein, the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates.

10.12 Attorneys' Fees and Costs If either party must resort to legal process, including arbitrations, to enforce the terms of this Agreement, the prevailing party in such proceeding shall be entitled to, in addition to any other recovery, reasonable attorneys' fees and costs actually incurred.

10.13 Execution in Counterparts This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

10.14 O.I.G. Contracting Exclusion List CONTRACTOR represents that neither it nor any of its Physicians Members or Physician Contractors is on the General Services Administration's list of parties excluded from federal procurement programs and is not debarred by the U.S. Food and Drug Administration. The DISTRICT shall not knowingly form a contract with, purchase from, or enter into any business relationship

32

KDHCD - MKRMG, Inc. Amended and Restated Exclusive Provider Agreement for Imaging Services

CONTRACTOR INITIALS _____

32

Error! Unknown document property name.

184/324

with, any individual or business entity that is publicly listed by a federal agency as debarred, suspended or proposed for debarment. In the event that during the term of this Agreement, CONTRACTOR is on the excluded list or is debarred, this Agreement will automatically terminate.

[Signature Page Follows]

33

KDHCD - MKRMG, Inc. Amended and Restated Exclusive Provider Agreement for Imaging Services

CONTRACTOR INITIALS _____

33

Error! Unknown document property name.

185/324

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of January 1, 2021.

KAWEAH DELTA HEALTH CARE DISTRICT

Dated: _____, 2020

BY _____
Jag Batth, VP Rehab & Post Acute Svcs.
KAWEAH DELTA HEALTH CARE DISTRICT

**MINERAL KING RADIOLOGICAL
MEDICAL GROUP, INC.**

Dated: _____, 2020

BY _____
Glade Roper, M. D.
President

EXHIBIT A

List of CONTRACTOR's Physician Members

Bennett Abe, M.D.
Jaime Aguet, M.D.
Aaron Berkey, M.D.
Douglas Blume, M.D.
Troy Bouit, M.D.
Tuan Ha, M.D.
Daniel Hightower, M.D.
Thu Le, M.D.
Francis R. McCully, M.D.
Sean Murray, M.D.
Michael Nussdorfer, M.D.
Glade E. Roper, M.D.
Ashkan Shahkarami, M.D.
Michael Shin, M.D.
Francisco Valles, M.D.

B-1

KDHCD - MKRMG, Inc. Radiology Services Agreement

CONTRACTOR INITIALS _____

A-1

Error! Unknown document property name.

EXHIBIT B

Medical Director's Duties and Responsibilities

- 1) Provide education and in-service instruction programs for the DISTRICT's nursing and ancillary personnel in the operation of the Department.
- 2) Make recommendations to the DISTRICT's administration regarding the use of DISTRICT personnel, the necessary equipment, and general quality standards of patient care in connection with the Department.
- 3) Assist in the development of medical education programs for the Kaweah Delta Health Care District Medical Staff regarding the appropriate role of the Department.
- 4) Be the liaison to appropriate Medical Staff committees relevant to the Department.
- 5) Assume responsibility for maintaining communication with attending physicians admitting patients to the Hospital requiring services by the Department.
- 6) At least annually, review and make recommendations as necessary regarding the revision of the Department's policies and procedures.
- 7) Assist the appropriate Medical Staff committee in reviewing and revising Medical Staff rules and regulations which pertain to the Department.
- 8) Review records and reports of patient services in the Department to promote the highest possible quality of patient care.
- 9) Direct and assist in defining the number of radiologists and the appropriate skill level required for their service in the Department.
- 10) Direct and arrange for radiologist's proctoring per directions of the Department or other applicable Medical Staff committee or body.
- 11) Coordinate radiologist coverage and scheduling twenty-four (24) hours per day, seven (7) days per week to assure optimum availability and service to patients and compliance with the Contract Parameters set forth on Exhibit "E".

B-1

KDHCD - MKRMG, Inc. Radiology Services Agreement

CONTRACTOR INITIALS _____

B-1

Error! Unknown document property name.

- 12) Direct the quality monitoring activities of the Department in cooperation with the medical and DISTRICT staff. This includes active involvement in the Medical Staff and DISTRICT committees with responsibility to monitor the quality of patient care.
- 13) Cooperate with and participate in DISTRICT Risk Management Program.
- 14) Comply with clinical radiology requirements of accrediting bodies such as the standards established by the Joint Commission and recommendations made as a result of a survey at Hospital.
- 15) In the event that the Medical Staff Bylaws or Rules or Regulations require the participation of the Chief of the Imaging Department in the above-described duties and the Chief is someone other than the Medical Director, the Medical Director shall coordinate his or her activities with the Chief in order to comply with all the above requirements.
- 16) Actively support and participate in cost saving initiatives and supply and equipment standardization within the Department.
- 17) Annually, provide one (1) continuing medical education ("CME") course to Medical Staff regarding radiology or other topics identified by the Chief Medical Officer, Chief Operating Officer and/or Chair of the Medical Staff CME Committee.
- 18) Direct development and performance of annual goals for the Department (see Exhibit D, item 11).

B-2

KDHCD - MKRMG, Inc. Radiology Services Agreement

CONTRACTOR INITIALS _____

B-2

Error! Unknown document property name.

EXHIBIT C

Radiology Staffing Schedule

CONTRACTOR has the responsibility to provide all imaging services necessary for the proper operation of the Department twenty-four (24) hours per day, seven (7) days per week at the facilities owned and operated exclusively by DISTRICT. In the event that coverage in excess of that set forth in paragraphs numbered 1 through 7, below, is required, the parties may agree on additional coverage as provided in Section 3.4(b) of the Agreement.

For purposes of this Agreement, "Restricted Coverage" means that CONTRACTOR's physician is immediately available and physically present at the Medical Center. However, Restricted Coverage may be provided by a physician who is immediately available and physically present at another location from which the physician can read images, write reports and communicate with Medical Center staff as though he or she were physically present at the Medical Center, and has no other commitment or occupation while he or she is providing Restricted Coverage: (i) after 9:00 p.m. on weekdays or after 6:00 p.m. on week-ends, and (ii) at other times, with the prior approval of the District, to meet occasional staffing shortages or needs.

Unrestricted Coverage is defined as physician's availability to present at DISTRICT facility within thirty (30) minutes.

The parties acknowledge that CONTRACTOR may be occasionally unable to meet the staffing schedules set forth below for short periods owing to unforeseen circumstances. Such brief and occasional failures shall not be deemed a material breach of this Agreement as long as Contractor is diligently working to re-establish the schedule.

At least thirty (30) days before the start of each month, Contractor shall provide District with its Restricted Coverage schedule for the month, and shall promptly notify the District of any changes to the schedule. The schedule will be reviewed for applicability if and when additional restricted coverage is approved at any point in the future.

Notwithstanding the times in the schedule set forth below, in accordance with item 11 of Exhibit B (above), the CONTRACTOR has discretion to arrange the times and schedules of Restricted Coverage as necessary (with the prior approval of the DISTRICT, which shall not unreasonably be withheld) to provide timely and efficient interpretation of studies; provided that CONTRACTOR shall provide aggregate hours of

C-1

KDHCD - MKRMG, Inc. Radiology Services Agreement

CONTRACTOR INITIALS _____

C-1

Error! Unknown document property name.

Restricted Coverage not less than the commitments set forth below.

1. Kaweah Delta District Hospital (“KDDH”) 24-Hour Call Shift (“Call Shift”)
 - a. Monday – Friday, includes holiday coverage
 - b. 8:00 a.m. – 8:00 a.m. (twenty-four (24) hour shift)
 - c. Call Shift requires Restricted Coverage Monday through Friday 8:00 a.m. until midnight every week-day of the year, with the exception of reasonable meal breaks.
 - d. During Restricted periods, physician will provide back-up to other scheduled shift radiologists, as needed.
 - e. After midnight, physician providing Call Shift coverage will provide Unrestricted Coverage including, but not limited to, telephone consults and remote reads for referring physicians, as needed.
 - f. During Unrestricted Coverage periods, physician must respond within thirty (30) minutes, as requested by the referring physician.
 - g. Call Shift is responsible for emergency radiology coverage during both Restricted and Unrestricted periods.
 - h. From midnight to 8:00 a.m., a contracted nighthawk service may be used to provide initial interpretations of computerized axial tomography and MRI, and of other imaging studies at the request of the referring physician.
 - i. Call Shift is responsible to provide for any overread of computerized axial tomography and any other image as requested by the referring physician.
 - j. The Call Shift physician will ensure that all clinically appropriate exams are performed within twenty four (24) hours of being ordered.

2. KDDH First Position Shift (“Inpatient Fluoro Position”)
 - a. Monday – Friday, does not require holiday coverage
 - b. 8:00 a.m. – 5:00 p.m., (one (1) hour lunch), eight (8) hour shift
 - c. Inpatient Fluoro Position requires eight (8) hours of Restricted Coverage
 - d. Inpatient Fluoro Position physician will provide back-up to other scheduled shift radiologists, as needed.

3. KDDH Second Position Shift (“Interventional Radiologist Position”)
 - a. Monday – Friday, does not require holiday coverage
 - b. 8:00 a.m. – 5:00 p.m., (one (1) hour lunch), nine (9) hour shift.
 - c. Interventional Radiologist Position requires nine (9) hours of Restricted Coverage.

C-2
KDHCDC - MKRMG, Inc. Radiology Services Agreement

CONTRACTOR INITIALS _____

C-2

Error! Unknown document property name.

- d. Interventional Radiologist Position physician will provide back-up to other scheduled shift radiologists, as needed.
4. KDDH Third Position Shift (“Procedure Position”)
- a. Monday — Friday, does not require holiday coverage.
 - b. Procedure Position requires eight (8) hours of Restricted Coverage, as scheduled from time to time by agreement of the parties.
 - c. Procedure Position physician will perform procedures, including CT- and ultrasound-guided procedures, and provide backup to other scheduled shift radiologists, as needed.
5. KDDH Weekend Call Shift (“Weekend Call”)
- a. Saturday, 8:00 a.m. – Monday, 8:00 a.m., includes holiday coverage.
 - b. Weekend Call requires Restricted Coverage Saturday and Sunday, 8:00 a.m. until midnight every Saturday and Sunday of the year, with the exception of reasonable meal breaks.
 - c. During Restricted periods, physician will provide back-up to other scheduled shift radiologists, as needed.
 - d. After midnight, physician providing Weekend Call coverage will provide Unrestricted Coverage including, but not limited to, telephone consults and remote reads for referring physicians, as needed.
 - e. During Unrestricted Coverage periods, physician must respond within thirty (30) minutes, as requested by the referring physician.
 - f. Weekend Call is responsible for emergency radiology coverage during both Restricted and Unrestricted periods.
 - a. From midnight to 8:00 a.m., a contracted nighthawk service may be used to provide initial interpretations of computerized axial tomography and MRI, and of other imaging studies at the request of the referring physician.
 - b. Weekend Call is responsible to provide for any overread of computerized axial tomography and any other image as requested by the referring physician.
 - g. The Weekend Call physician will ensure that all clinically appropriate exams are performed within twenty four (24) hours of being ordered.
6. KDDH Weekend Call Back Up Shift (“Weekend Call Back Up”)
- a. Saturday and Sunday, includes holiday coverage.

C-3
KDHCD - MKRMG, Inc. Radiology Services Agreement

CONTRACTOR INITIALS _____

C-3

Error! Unknown document property name.

- b. Weekend Back Up requires Restricted Coverage for four (4) hours Saturday and Sunday, or until all completely documented and imaged inpatient examinations are interpreted.
 - c. During the Restricted Coverage periods, physician will provide back-up to other scheduled shift radiologists, as needed.

- 7. Interventional Radiology Call Shift (“IR Call Shift”)

CONTRACTOR shall provide additional Interventional Radiology call as described in Section 2.1(b) of the Agreement.

- 8. Kaweah Delta Imaging Center Radiologist Shift (“KDIC Shift”)
 - a. Monday – Friday, no holiday coverage required
 - b. 8:00 a.m. – 5:00 p.m., (one (1) hour lunch), eight (8) hour shift
 - c. KDIC Shift requires eight (8) hours of Restricted Coverage
 - d. KDIC Shift must coordinate coverage with the Mammo Shift physician to ensure that, with the exception of a meal break which may be jointly taken, a physician is present in the facility at all times when physical presence is necessary to provide patient care and maintain access to radiology services at facility.
 - e. KDIC Shift physician will provide back-up to other scheduled shift radiologists, as needed.
 - f. In coordination with the Mammo Shift scheduling, the KDIC Shift and Mammo Shift scheduling will provide a physician capable of reading PET CTs up to two (2) days a week.

- 9. Kaweah Delta Imaging Center Mammography Radiologist Shift (“Mammo Shift”)
 - a. Monday – Friday, no holiday coverage required
 - b. 8:00 a.m. – 5:00 p.m., (one (1) hour lunch), eight (8) hour shift
 - c. Mammo Shift requires eight (8) hours of Restricted Coverage
 - d. Mammo Shift must coordinate coverage with the KDIC Shift physician to ensure that, with the exception of a meal break which may be jointly taken, a physician is present in the facility at all times presence is necessary to provide patient care and maintain access to radiology services at facility.
 - e. Mammo Shift physician will provide back-up to other scheduled shift radiologists, as needed.
 - f. In coordination with the KDIC Shift scheduling, the KDIC Shift and Mammo Shift scheduling will provide a physician capable of reading PET CTs up to two (2) days a week.

C-4

KDHCD - MKRMG, Inc. Radiology Services Agreement

CONTRACTOR INITIALS _____

C-4

Error! Unknown document property name.

- g. The Mammo Shift will be staffed with a physician capable of performing breast MRIs up to three (3) days a week.

CONTRACTOR shall provide coverage by a mammography certified Physician (i) two days a week full-time (i.e., 8:00 a.m. – 5:00 p.m., with a one (1) hour lunch, for an eight (8) hour shift), and (ii) three days a week half-time (i.e., 8:00 a.m. – noon). If the backlog for either (i) diagnostic mammogram with ultrasound or (ii) stereotactic breast biopsy reaches five (5) working days, the parties will review and adjust the schedule biweekly as required to address the backlog. CONTRACTOR shall provide physician coverage (which need not be by a mammography certified physician) for the remaining three half-days per week.

C-5

KDHCD - MKRMG, Inc. Radiology Services Agreement

CONTRACTOR INITIALS _____

C-5

Error! Unknown document property name.

EXHIBIT D

Additional Services to be Provided by CONTRACTOR

The following additional services shall be provided by CONTRACTOR under this Agreement:

- 1) CONTRACTOR, through a designated member shall participate in the medical and paramedical educational programs conducted by DISTRICT.
- 2) CONTRACTOR must assist DISTRICT in assuring compliance with radiology requirements of accrediting bodies such as the American Medical Association and the Joint Commission, to include active participation in Department and DISTRICT-wide quality monitoring activities.
- 3) CONTRACTOR shall consistently appear through the Medical Director, or his designee, at meetings of all required Quality Improvement committees and assigned activities.
- 4) CONTRACTOR shall cooperate with DISTRICT to make available to the Performance Improvement Department on a consistent and systematic basis all relevant information in the computerized or paper patient record for collection, display and analysis.
- 5) CONTRACTOR must comply on an ongoing basis with all of the requirements of the Joint Commission, the California Department of Public Health, and the Centers for Medicare and Medicaid Services of the United States Department of Health & Human Services, and all other regulatory agencies having jurisdiction of the DISTRICT or the Department.
- 6) CONTRACTOR shall maintain on an ongoing basis, regular Departmental minutes which reflect appropriate and consistent involvement in the Quality Improvement process. These minutes must reflect review of quality metrics, mortality, and outcomes, with analysis and action appropriate to solve any problems in a timely and effective manner. Such department meetings must take place at least quarterly.
- 7) CONTRACTOR shall cooperate with other departments to solve Quality problems, especially problems that involve multiple departments. The

D-1

KDHCD - MKRMG, Inc. Radiology Services Agreement

CONTRACTOR INITIALS _____

D-1

Error! Unknown document property name.

appropriate care of the patient shall be the primary concern when seeking to solve these problems.

- 8) If procedures or services which CONTRACTOR does not currently perform are approved by the Board of Directors of DISTRICT, upon recommendation of the Medical Executive Committee, CONTRACTOR agrees to develop the expertise and competency to provide such procedures and services as needed by DISTRICT.
- 9) CONTRACTOR will develop and seek to achieve annual goals, including a peer review process with input from the Medical Staff and DISTRICT Administration.
- 10) CONTRACTOR's Physician Members and Subcontractors will continue to participate actively in placing and managing dialysis catheters in collaboration with other Medical Staff members.
- 11) CONTRACTOR will make reasonable efforts towards having all providers using the Cerner voice recognition system within one year of installation (November, 2017)

.

D-2
KDHCD - MKRMG, Inc. Radiology Services Agreement

CONTRACTOR INITIALS _____

D-2

Error! Unknown document property name.

EXHIBIT E

CONTRACT PARAMETERS

INPATIENTS: As a routine, the radiologists will always prioritize inpatient readings first in order to expedite treatment of patient to minimize length of stay.

1. STAT reading requested on an exam (floors and ED): Turnaround time for dictation is a maximum of 30 minutes from completion of exam.
2. Upon completion of GI type fluoroscopy exams, dictation will occur within 6 hours.
3. Upon completion of routine plain film exams, dictation will occur within 12 hours.
4. Interventional or Special Procedures are exempt from turnaround time metrics due to complexity, duration and direct involvement of radiologist and referring physician.
5. Standard deviation of 25% for all parameters (meets threshold 75% of the time)

OUTPATIENTS:

1. Outpatient thresholds are exempt on weekends and after normal business hours (from 8 a.m. to 6 p.m.)
2. Upon completion of all exams, dictation will occur by the same time on the next business day.
3. Final verification of reports should occur within 24 hours of transcription.
4. Standard deviation of 10% for all parameters. (Meets threshold 90% of the time)

Every 6 months the above IP/OP deviations will be reviewed by the Medical Director and Radiology Director for operational/service modification as required.

1

E-1

KDHCD - MKRMG, Inc. Radiology Services Agreement

CONTRACTOR INITIALS _____

E-1

Error! Unknown document property name.

EXHIBIT F

LIST OF EXCLUSIVE IMAGING SERVICES

The following services are considered the exclusive domain of imaging services as of the date of execution of this Agreement. This exhibit defines imaging services based upon historical practices and patterns of care by the Department. The parties acknowledge, however, that Visalia Medical Clinic is not part of the Hospital or the Department, and is not subject to this Agreement. The status of Visalia Medical Clinic may be re-assessed in the future as warranted. Any exceptions to the exclusive imaging services other than those described in this Agreement must be reviewed and approved by the President of MKRMG, and the Chief Operating Officer and Chief Medical Officer of the District.

Any other use of radiographic equipment will be with the consent of the Medical Director, Imaging Services.

- computerized axial tomography
- fluoroscopic studies
- general radiographic studies
- image directed biopsies
- magnetic resonance imaging and spectroscopy
- mammographic studies
- non-cardiac interventional radiology procedures
- non-cardiac vascular ultrasound
- non-vascular interventional radiology procedures
- stereotactic breast biopsies
- nuclear medicine
 - Nuclear medicine includes, but is not limited to, oversight and interpretation of cardiac stress testing.
- general ultrasound
- OB ultrasound
- PET

Fluoroscopy may be performed by qualified physicians other than CONTRACTOR's Physician Members and Physician Subcontractors in the following locations: Emergency Department, Surgical Suites, ICU and Endoscopy.

1

KDHCD - MKRMG, Inc. Radiology Services Agreement

F-1

CONTRACTOR INITIALS _____

F-1

Error! Unknown document property name.

Oversight and interpretation of cardiac stress tests may be performed by qualified physicians other than CONTRACTOR's Physician Members and Physician Subcontractors with the consent of Medical Director.

It is the parties' intention that as additional modalities of diagnostic or interventional radiology arise, the scope of "imaging services" shall be expanded to include all of such modalities provided at facilities solely owned and controlled by DISTRICT and in which diagnostic radiological services are provided under a health facility license held in the name of the DISTRICT. Notwithstanding anything to the contrary in this Agreement, any credentialed emergency physician providing services in the Hospital's emergency department may provide point of care ultrasound imaging services and interpretations for patients of the emergency department.

1

KDHCD - MKRMG, Inc. Radiology Services Agreement

F-2

CONTRACTOR INITIALS _____

F-2

Error! Unknown document property name.

EXHIBIT G

DEFERRED FEE AGREEMENT AND DEFERRED COMPENSATION PLAN

1. DISTRICT operates a Deferred Fee Agreement (“DFA”) in which CONTRACTOR is eligible to participate. CONTRACTOR operates a Deferred Compensation Plan (“DCP”) in which a Physician Member or Physician Subcontractor is eligible to participate as an employee or independent contractor of CONTRACTOR. Copies of the DISTRICT’S DFA and the CONTRACTOR’S DCP are attached hereto as Appendix A.
2. DISTRICT has adopted the DFA and CONTRACTOR has adopted the DCP pursuant to that certain Adoption Agreement, effective January 1, 2013. One or more of the Physician Members or Physician Subcontractors has (i) elected to participate in the CONTRACTOR’S DCP, and (ii) provided DISTRICT with the Compensation Deferral Election Form; in accordance with each Physician Member’s or Physician Subcontractor’s election. In accordance with the Physician Member’s or Physician Subcontractor’s election, CONTRACTOR has elected to participate in the DFA, and has provided DISTRICT with a Fee Deferral Form. Copies of the Fee Deferral Form and Compensation Deferral Election Forms are attached hereto as Appendix B.
3. CONTRACTOR represents that it has entered into a Professional Services Agreement with each Physician Member or Physician Subcontractor (“Physician Participation Agreement”), pursuant to which Physician Member or Physician Subcontractor is entitled to receive compensation from CONTRACTOR in exchange for providing the Services set forth in the Physician Participation Agreement, and may receive those payments on a deferred basis pursuant to the terms of the DCP if Physician Member or Physician Subcontractor has so elected. The executed Physician Participation Agreement, attached hereto as Appendix C, is hereby approved by DISTRICT. Any amendment, extension or renewal of the Physician Participation Agreement is subject to the prior review and written approval of DISTRICT.
4. CONTRACTOR’S right to participate in, defer fees under, and receive distributions from the DFA, and Physician Members’ and Physician Subcontractors’ rights to participate in, defer compensation under, and receive distributions from the DCP, shall be governed by the terms of the DFA or DCP, as applicable.

Appendix A

Deferred Fee Agreement and Deferred Compensation Plan

Appendix B

Fee Deferral Form and Compensation Deferral Election Forms

Appendix C
Physician Participation Agreement

KAWEAH DELTA HEALTH CARE DISTRICT

AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT EMERGENCY DEPARTMENT

This Amended and Restated Professional Services Agreement (the “**Agreement**”) is entered into as of the 1st day of August, 2020 (the “**Effective Date**”), by and between **KAWEAH DELTA HEALTH CARE DISTRICT** (“**KDHCD**” or the “**District**”), a local health care district organized and operating pursuant to California Health & Safety Code Sections 32000 et seq., and **CEP America – California**, a California general partnership d/b/a Vituity (formerly **California Emergency Physicians Medical Group**) (“**Medical Group**”).

BACKGROUND

A. KDHCD operates licensed health care facilities in Visalia, California, which include Kaweah Delta Medical Center (the “**Medical Center**”) and a hospital Emergency Department (the “**ED**” or the “**Department**”) located at 400 West Mineral King Avenue.

B. Medical Group is a medical partnership whose partners are physicians licensed and qualified to practice emergency medicine in the State of California, and whose personnel are experienced in the provision of emergency medicine. The physicians providing services under this Agreement are referred to as “**Physicians**,” physician assistants and nurse practitioners providing services under this Agreement are referred to as “**Advanced Practice Providers**” or “**APPs**,” while the Physicians, APPs and other approved personnel providing services on behalf of Medical Group under this Agreement are referred to as the “**Medical Group Personnel**.”

C. This Agreement replaces the Professional Services Agreement - Emergency Department between the parties hereto dated as of January 1, 2016, as amended (the “**Prior Agreement**”).

AGREEMENT

THEREFORE, KDHCD and Medical Group agree as follows:

Section 1. Medical Group’s Services.

1.1. Emergency Department Services. Medical Group shall provide all required emergency medical services to patients of KDHCD who present at the ED, twenty-four (24) hours a day, seven (7) days a week (the “**Emergency Department Services**”). Emergency Department Services shall be provided in accordance with the requirements of Exhibit A. Medical Group shall provide sufficient staffing to provide prompt patient care within the ED. Medical Group shall ensure that at least one physician is on duty in the ED at all times. Medical Group shall provide adequate staffing to comply with supervision standards twenty-four (24) hours per day on the premises of KDHCD at its downtown facility, with additional staffing as ED volume requires. All Emergency Department Services shall be provided by Physicians meeting the requirements of Section 1.3.

- 1.2. Medical Direction and Administrative Services. Medical Group shall, from time to time, in collaboration with and subject to approval by KDHCDC, designate a physician (the “Medical Director”) to provide the services of medical director of the ED (“**Medical Direction and Administrative Services**”). Medical Direction and Administrative Services shall be provided in accordance with the requirements of Exhibit B, and shall include the medical administrative services described in Exhibits A and B. Sakona Seng, D.O. is approved to serve as Medical Director. The appointment of any replacement or substitute shall require the written approval of the District. The Medical Director will act as Medical Group’s spokesperson in matters related to this Agreement. The Medical Director, with the approval of KDHCDC, may designate other Physicians to represent the Department in medical staff affairs. This does not limit the ability of the Physicians to serve elected leadership positions in the Medical Staff.
- 1.3. Medical Group Personnel. Medical Group represents that all Medical Group Personnel satisfy the following requirements, and covenants that they shall continue to do so at all times during the term of this Agreement:
- 1.3.1. He or she shall be approved by District’s Chief Executive Officer or Vice President-Chief Nursing Officer. Approval may be withdrawn by District’s Chief Executive Officer or Vice President-Chief Nursing Officer in his or her reasonable discretion at any time with written notice to Medical Group.
- 1.3.2. He or she shall at all times keep and maintain a valid, unsuspended license to engage in the practice of medicine or the allied health profession in which he or she is engaged in the State of California.
- 1.3.3. If a physician or an eligible mid-level practitioner, he or she shall hold a valid DEA registration.
- 1.3.4. Physicians shall be—
- (1) Board certified in emergency medicine or eligible for and actively pursuing Board certification in emergency medicine; or
 - (2) Board certified in internal medicine, family practice or surgery or actively pursuing Board certification in internal medicine, family practice or surgery and—
 - (a) have five (5) years recent experience in an emergency department; and
 - (b) have successfully completed ATLS, ACLS, and PALS certification and meet the credentialing criteria set by the Department of Emergency Medicine as may be amended by the Medical Staff Credentialing Committee and subject to the physician’s privilege card.
- 1.3.5. All Physicians must have successfully completed the American College of Surgeons’ Advanced Trauma Life Support (“ATLS”) course, and all non-Boarded Physicians shall maintain current ATLS status.

- 1.3.6. He or she shall be a member in good standing of the Medical Staff of KDHCDC, with clinical privileges appropriate to his or her practice.
 - 1.3.7. He or she shall participate in the Medicare and Medi-Cal programs, and shall not be excluded or debarred from, or otherwise ineligible to participate in any federal health care program.
 - 1.3.8. He or she shall not have been convicted of a criminal offense related to the provision of health care items or services.
 - 1.3.9. He or she shall be a partner or employee in good standing of Medical Group or a subsidiary of Medical Group.
 - 1.3.10. He or she shall comply with the terms of this Agreement and with all applicable bylaws, rules, regulations, policies and procedures of the District.
- 1.4. CCS Patients. Medical Group shall ensure that when a patient who is eligible for services under California Children's Services ("CCS") enters the ED, the patient is seen by a CCS paneled physician, or that the physician attending to the patient consults with a CCS-paneled physician; and if the patient is seen by an APP, that the APP is CCS paneled, or consults with a CCS-paneled provider. The consultation shall be documented in the patient's health record.
 - 1.5. Physician's Assistants and Nurse Practitioners. In order to facilitate the care of patients in the ED, Medical Group may, at its expense, hire physician's assistants and/or nurse practitioners (each of which shall be considered an Advanced Practice Provider or APP, as those terms are defined in the recitals to this Agreement) who meet the relevant qualifications set forth in Section 1.3. Physician's assistants shall be licensed to practice by the California Medical Board of the state of California. APPs shall be supervised at all times by a Physician properly authorized to do so. Medical Group shall maintain the minimum ratio of Physicians to APPs set forth in Section 1.1. Medical Group shall establish written guidelines that limit the scope of services performed by an APP to those which may be properly and legally performed by them. An APP shall apply to and be approved by any necessary Medical Staff and KDHCDC committees, and by the Board of Directors of KDHCDC. APPs shall comply with all applicable KDHCDC policies and procedures and Medical Staff bylaws, rules, regulations and policies.
 - 1.6. Standards of Service. Medical Group shall, and shall require all Medical Group Personnel to:
 - 1.6.1. Provide services under this Agreement in accordance with appropriate standards of clinical practice, all applicable federal and state laws and regulations, all applicable rules and regulations of the Medical Board of California, and the standards of the American Board of Emergency Medicine;
 - 1.6.2. Comply with all applicable medical staff bylaws, rules, regulations, policies and procedures of the District, including its code of conduct and conflict of interest policies and procedures, and the terms and conditions of this Agreement;
 - 1.6.3. Comply, participate in and cooperate with the District's compliance, utilization management, quality assurance, risk management, peer review and credentialing committees, programs and procedures;

- 1.6.4. Comply with all applicable standards and recommendations of the Joint Commission, Title 22 of the California Code of Regulations, and the standards of other accreditation and regulatory bodies, and with all protocols applicable to the Department as adopted or amended by the District, after consultation with Medical Group, from time to time;
- 1.6.5. Complete accurate and timely medical records of services provided in the Department. Medical Group and its personnel shall document exclusively in the electronic medical record, including any electronic health record that may be implemented in the ED during the term of this Agreement. Medical Group may use dictation services for transcription into the medical record only for complex and critical care cases or when electronic documentation is not possible. If Medical Group uses scribes who are not clinical staff, Medical Group shall be entirely responsible for such scribes, and shall ensure that they follow all policies and procedures of the District, and all relevant laws and regulations. All documentation must be in compliance with any applicable Medical Staff requirements and any applicable state or federal regulation. Under certain circumstances, as defined in that procedure, the physician or physician extender may have up to twenty-four (24) hours after the end of the shift to complete the medical record. Any chart that is not available for completion to the physician or physician extender at the end of the shift will be completed within such time period after the physician or physician extender is notified of the incomplete chart. Cooperate and participate in medical staff and administrative evaluations of the Department and Medical Group's services.
- 1.6.6. Develop and maintain a system for communication with referring providers. The Chair of the Department (or designee) will request feedback from the MEC on communication process effectiveness semiannually (January and July).
- 1.6.7. Ensure that the Chair of the department actively works to reduce resource consumption by ED Providers and also enforce utilization of ED clinical pathways.
- 1.6.8. Ensure that the Chair of the Department (or designee) attends all Medical Staff department meetings and the following Medical Center-based Groups at least quarterly (Adult Hospitalists ACTTS, Critical Care, Pediatrics and Psychiatry).
- 1.7. Notification. Medical Group shall promptly notify the District upon the occurrence of any of the following:
 - 1.7.1. The medical staff membership or clinical privileges of any Medical Group Personnel (as defined in Recital B above) at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished;
 - 1.7.2. Medical Group or any Medical Group Personnel becomes the subject of any suit, action or other legal proceeding arising out of professional services under this Agreement;
 - 1.7.3. Medical Group or any Medical Group Personnel is required to pay damages or any other amount in any malpractice action by way of judgment or settlement arising out of professional services under this Agreement;

- 1.7.4. Medical Group or any Medical Group Personnel becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;
 - 1.7.5. Any Medical Group Personnel becomes incapacitated or disabled from practicing medicine;
 - 1.7.6. Any act of nature or any other event occurs which has a material adverse effect on the ability of Medical Group or any Medical Group Personnel to perform the Services;
 - 1.7.7. Medical Group changes the location of its offices;
 - 1.7.8. Medical Group or any Medical Group Personnel is charged with or convicted of a felony or any criminal offense related to the provision of health care;
 - 1.7.9. Medical Group or any Medical Group Personnel is debarred, suspended or otherwise ineligible to participate in the Medicare or Medi-Cal programs, or any other federal or state health care program; or
 - 1.7.10. Any Medical Group Personnel ceases to meet the qualifications set forth in Section 1.3.
- 1.8. No Discrimination; EMTALA Compliance. Medical Group shall provide services to all patients of the District, regardless of the patients' race, ethnicity, religion, national origin, citizenship, age, sex, physical or mental handicap, insurance status, economic status or ability to pay for medical services, or any pre-existing medical condition, or any characteristic listed or defined in subdivision (b) or (e) of Section 51 of the Civil Code, except to the extent that a circumstance such as age, sex, preexisting medical condition, or physical or mental disability is medically significant to the provision of appropriate medical care to the patient. Medical Group also acknowledges its obligations under the Emergency Medical Treatment and Active Labor Act ("EMTALA" or "Anti-Dumping Law") to provide treatment necessary to stabilize a patient with an emergency medical condition.
- 1.9. Use of Premises; No Private Use. Medical Group shall use the District's premises solely for the provision of Emergency Department Services under this Agreement and the administrative and clerical activities attendant to that practice only. No part of the premises shall be used at any time by Medical Group or its Personnel as an office for the general practice of medicine, or for the provision of medical services under any other agreement, or for the delivery of care to non-Medical Center patients, unless a separate agreement is reached by the parties to that effect. This provision will not, however, be construed as prohibiting Medical Group or its Personnel from maintaining an office for private practice at any professional building owned by District or any of its affiliates.
- 1.10. No Exclusion. Medical Group represents neither it nor any of its Personnel is on the General Services Administration's list of parties excluded from federal procurement programs and is not debarred by the U.S. Food and Drug Administration or excluded from any government health care program. In the event that Medical Group or any of its personnel is excluded or debarred from any such program, KDHCDC may terminate this Agreement immediately with effect from the date of exclusion or debarment.

- 1.11. Standards. Medical Group shall provide his services under this Agreement in accordance with high professional standards and consistent with the quality standards of the District as determined by the applicable oversight committee, applicable standards of The Joint Commission, and the District's quality assurance/performance improvement programs, and in compliance with all laws and regulations. Medical Group shall at any time during business hours, and as often as the District may deem necessary make available to the District for examination all of his records and data with respect to the services covered by this Agreement, including all quality data. Medical Group shall, upon request upon reasonable notice by the District, permit the District to audit and inspect all such records and data necessary to ensure compliance with the terms of this Agreement. The quality of care and the efficiency of service may be reviewed by the committee on an ongoing basis and may be reviewed by the District periodically.

Section 2. District's Obligations

- 2.1. Equipment and Office Space. KDHCDC shall furnish, at its expense such equipment and supplies as are necessary for the proper operation and conduct of the Department. Medical Group shall be consulted by KDHCDC concerning proposals for new equipment. KDHCDC shall provide the Medical Group Medical Director office space, furnishings and computer and printer access at the downtown campus for use in discharging administrative obligations outlined in Exhibit B. KDHCDC shall also, at its expense, keep and maintain this equipment in good order and repair and shall replace such equipment or any part of it which becomes worn out or obsolete. This includes maintenance and service of the hardware and software necessary for completion of the electronic medical record and dictation services, traditional or electronic voice recognition, for the ED.
- 2.2. Supplies KDHCDC shall purchase all necessary supplies and provide services for the Department, including drugs, linen, stationery, printed forms, office supplies, dictation and transcription services, and similar expendable items needed for the administration of the Department. Medical Group agrees to actively support and participate in cost saving initiatives and supply and equipment standardization within the Department.
- 2.3. Non-Physician Staff. KDHCDC shall provide the services of nurses, technicians, clerical and other non-physician personnel necessary for the proper operation of the Department, other than APPs, physician extenders and scribes provided by Medical Group and approved pursuant to Section 1.3.1. These personnel shall be employed and directed by KDHCDC and shall be subject to direction by Medical Group only with respect to medical matters and related training. All salaries, wages, taxes, insurance, worker's compensation insurance, retirement and other fringe benefits, and expenses of any kind or character incident to their employment shall be, and remains the responsibility and obligation of KDHCDC. KDHCDC agrees the Emergency Department Manager and/or the Director of Emergency Services will work with the Medical Group Medical Director to determine the minimum level of ED staffing necessary to achieve performance goals. The Medical Director and the Emergency Department Manager will review the staffing schedule on a quarterly basis. KDHCDC shall will make best efforts to maintain staffing levels at 95% or greater. KDHCDC shall, upon request, provide the staffing matrix and quarterly tracking of actual clinic hours worked.
- 2.4. General Administration Department Services. KDHCDC shall provide services of departments such as administration, engineering, purchasing and medical records as will be required for the proper operation and conduct of the Department.

- 2.5. Professional and Administrative Responsibilities. To the extent required by California Administrative Code § 70713, KDHCDC retains professional and administrative responsibility for the services rendered by Medical Group pursuant to this Agreement.
- 2.6. Compensation. District shall compensate Medical Group as provided in Section 3.
- 2.7. District Medical Staff Services. KDHCDC shall maintain a roster and schedule of specialists available to provide ED on-call services. For those services not represented on the ED on-call services list, KDHCDC will work toward developing and maintaining transfer agreements with specialists at other medical centers to allow access to the needed specialty service.
- 2.8. Availability of Inpatient Beds. KDHCDC shall ensure that admitted patients are moved promptly to their respective in-patient units, subject to confirmation of the need for admission by an accepting physician.
- 2.9. Food service. Medical Group providers may use the food service in the cafeteria while on duty on evening, night and week-end shifts at no cost to Medical Group or the providers. This does not include scribes.
- 2.10. Administration Support Functions. Within the capabilities of its systems, and subject to applicable health information privacy and security standards, KDHCDC will make commercially reasonable efforts to provide Medical Group administrative support as follows:
- 2.10.1. KDHCDC will provide legible patient information for each patient visit including all nursing notes, physician notes (handwritten and dictated), Emergency Department log, patient satisfaction records, chart continuation sheets and CPT ("Code") records, if applicable, and delivered in an electronic format readable by Medical Group's billing agent.
- (1) Patient's name, sex, date of birth and demographic information.
 - (2) Responsible party's name, address, telephone number and relationship to patient.
 - (3) Patient or responsible party's employers names.
 - (4) Third-party payor information, including name and address of payor, policy or certificate number, group policy number, copy of insurance card or cards, and telephone authorization number.
 - (5) First report of work injury, if applicable.
- 2.10.2. KDHCDC registration personnel will have all patients (and/or guarantors/legally responsible parties) sign Medical Group and KDHCDC forms required by various third-party payors.
- 2.10.3. KDHCDC will provide to Medical Group all demographic information obtained on patients admitted to Medical Center from the Emergency Department which is captured during inpatient stay.

- 2.10.4. At the end of each twenty-four (24) hour period, the above described information will be assembled, collated and batched, by patient visit. An accounting of all missing information together with the total number of complete sets of patient visit information and total number of patient visits for each twenty-four (24) hour period, will be given to Medical Group as soon as practicable on the following day.
- 2.10.5. KDHCDC will provide Department charts to Medical Group in a useable format for billing purposes and absorb any cost associated with this process, whether resulting from programming or infrastructure changes. If charts are stored as an image, KDHCDC will send the charts in electronic form versus printing them. Remote access to the KDHCDC Department charts will to be provided for locating missing chart elements.
- 2.10.6. KDHCDC will implement a mechanism whereby full payment (by charge card or check) for services rendered by KDHCDC and Medical Group to patients in the Department may be obtained at the time of service, and distribute those payments appropriately, depending on the charges, every month. Medical Group will bear its proportionate share of a charge card discount for any payments obtained in this manner.
- 2.10.7. KDHCDC will permit Medical Group's billing company to have access to KDHCDC's systems to obtain the following patient-specific data in an electronic format, which Medical Group will use to monitor operational, utilization, and quality performance of the Department:
- (1) patient demographic information (i.e., name, date of birth, account number, medical record number);
 - (2) arrival time;
 - (3) triage time;
 - (4) provider time;
 - (5) disposition time;
 - (6) discharge/admit/transfer time;
 - (7) hospital discharge time;
 - (8) hospital inpatient and outpatient core measures;
 - (9) patient experience scores.

Section 3. Billing, Collection and Reimbursement.

- 3.1. Medical Group's Fees. Medical Group will prepare a schedule of fees representing Medical Group's full fee and charge for professional services rendered by Medical Group Personnel to patients in the Emergency Department. The fee schedule, and any changes thereto, must be approved in advance by the District in order to ensure that fees and charges are reasonable, fair and consistent with the District's

commitment to provide adequate health care to all residents within District's service area. The schedule must at all times comply with all applicable laws, rules, regulations, and contractual arrangements with third party payers. The fees shall at all times be reasonable and competitive, as required by Cal. Health and Safety Code, Division 23, Section 32129.

3.2. Discount and Prospective Payment Arrangements.

3.2.1. Medical Group acknowledges that KDHCDC, through its agents and affiliated corporations, will enter into health care contracts with third-party payers on a discount basis. Medical Group shall perform services relating to patients referred to KDHCDC, or whose services are paid for by a prepaid health care service plan (HMO), Medicare, Medi-Cal, employer plan, union plan, multiple employer trust, disbursement agency, insurance company, worker's compensation program, preferred provider organization or another referring organization which has a contract with KDHCDC at a rate equal to the prevailing provider discount offered by such payer to other physicians performing similar services within the geographic area as KDHCDC, and Medical Group agrees to execute an agreement with such payor to such effect. Medical Group shall submit to KDHCDC upon request a list of payers with whom it has contracted to provide services. If KDHCDC deems it advisable to contract with a payer for services that include Medical Group's professional services, Medical Group agrees in good faith to negotiate with such payers a contractual agreement equal to the reasonable prevailing discount of emergency medicine specialists within the geographic area of KDHCDC.

3.2.2. Medical Group shall participate in and provide services under all contracts to which KDHCDC is a party providing for compensation on a capitated basis ("Capitated Contracts"). In connection with each such Capitation Contract, Medical Group shall accept from KDHCDC an amount to be mutually agreed upon, or, if the parties are unable to agree, the amount determined and set forth on the actuary's report for such Capitation Contract so long as it is consistent with prevailing rates for emergency specialists within the geographic area of KDHCDC.

3.3. Reimbursement

3.3.1. Emergency Department Services. Medical Group shall bill, collect and retain all fees for Emergency Department Services performed by Medical Group Personnel.

KDHCDC shall pay Medical Group an annual stipend (the "**Stipend**") in the amount of **seven hundred sixty-five thousand five hundred dollars (\$765,500)** for each twelve-month period of this Agreement for services provided in the Emergency Department. The Stipend will be payable in equal monthly installments by the tenth (10th) of the month following the month after services are provided. The foregoing compensation shall be pro-rated on a daily basis for partial years or months. The parties agree that the Stipend is necessary to ensure that Medical Group is fairly compensated and the hourly rate for Medical Group's professional service is equal to the hourly rate for emergency department physician services in both KDHCDC's regional and state market.

3.3.2. Increase or Reduction in Compensation; WRVU Reporting.

- (1) The Stipend provided for in Section 3.3.1(1) is predicated on Medical Group's furnishing **forty-seven thousand hours (47,000)** of clinical service annually of the Emergency Department by Physicians and APPs combined to staff the Emergency Department substantially within its current configuration and capacity. Accordingly, within thirty (30) days of the end of each six-month period (measured January through June or July through December), Medical Group shall report to KDHCDC the aggregate hours provided by Physicians and APPs under this Agreement in the Emergency Department.
- (2) Quarterly, Medical Group shall provide KDHCDC with a report of its collections from services provided under this Agreement and its provider Work Relative Value Unit (WRVU) production for the preceding twelve months, with such supporting information as KDHCDC may reasonably request.

3.3.3. Medical Direction and Administrative Services. The annual Stipend in Section 3.3.1 includes compensation for Medical Direction and Administrative Services, as described in Exhibit B. Payment of compensation for Medical Direction and Administrative Services shall be conditioned on submission of activity logs and other written documentation of all services rendered in a time report and such other reports as the KDHCDC may require, as described in Exhibit B.

3.3.4. Programmatic Development. The annual Stipend in Section 3.3.1 includes compensation for Programmatic Development for Emergency Medicine Services. The Medical Group will spend at least 1,000 hours annually conducting these duties. The Group shall submit an annual written report describing Medical Group's Programmatic Development (activities, projects, committee's, and advancements) for the preceding 12-month period. Annually, KDHCDC shall review the Medical Group's Programmatic Development, and at its sole discretion, reserves the right to adjust (increase or decrease) the hours dedicated to these activities.

3.3.5. Emergency Medical Services Appropriation Funding. Any funds received as emergency medical services reimbursement by either KDHCDC or Medical Group which are generated by the provisions of Proposition 99 and distributed to KDHCDC in accordance with the provisions of AB 75 and which are for professional services performed by Medical Group during the term of this Agreement, shall be paid to Medical Group as additional compensation.

3.3.6. Miscellaneous Charges and Services. The parties agree that Medical Group shall bill the patient for responses to Code Blue emergencies at reasonable rates mutually established.

3.3.7. EKG Reading. Medical Group shall collect appropriate reimbursement for all EKGs read by emergency physicians and APP's in the emergency department.

3.3.8. Billing and Collection. Medical Group shall be solely responsible for billing and collecting all fees for Emergency Department Services performed by Medical Group Personnel. Medical

Group shall bill and collect for such services in accordance with applicable laws and regulations, and shall utilize lawful and appropriate collection methods. KDHCDC agrees to provide Medical Group with the information necessary for billing and collecting. Subject to applicable health information privacy and security laws and regulations, KDHCDC shall provide Medical Group or its billing agent access to KDHCDC's medical record, including all necessary elements for compliant coding and billing. Minimum requirements include: demographic page, insurance card, nurses' notes, and provider documentation in the form of dictation, templates, and/or hand written notes.

In the presence of optically scanned records and/or EMR systems, KDHCDC shall provide all available components in an electronic format. The transmission will occur by providing access to a secure server within KDHCDC's infrastructure for retrieval by Medical Group's billing agent. The individual encounter files can be accessed on a daily-basis and encompass an historical, 24-hour period appropriate to the soonest availability of complete records, but not to exceed 7 days from date of service. D

Daily, KDHCDC will make available to Medical Group's billing agent, electronic files containing: EMTALA log reflecting all visits for the previous day; patient and guarantor demographics, including billing, and payer data, for each visit comprising a 24 hour period ending midnight at the earliest point in accordance with KDHCDC's data cleansing/verification process, not to exceed a 4 day lag from date of service.

Additionally, KDHCDC shall afford interactive access to its file imaging and/or EMR systems so that Medical Group or its billing agent may access a chart (demographic page, insurance card, nurses notes, provider documentation, including dictation or hand written notes) that has been optically scanned or electronically generated; the chart will be accessible in a scanned/electronic format, appropriate to the soonest availability of complete records, but not to exceed 7 days from date of service.

KDHCDC will provide all of the above chart, log, and demographic information as outlined for coding and billing purposes. KDHCDC shall absorb any cost incurred by KDHCDC in providing access to health records as provided in this Section 3.3.8.

Medical Group agrees that it and its agent and contractors shall not use or access more than the minimum necessary data of KDHCDC for billing purposes, and that it will maintain in effect business associate agreements with its agents and contractors who have access to KDHCDC data in compliance with the requirements of the HIPAA Privacy and Security Rules, 45 CFR Parts 160 and 164.

- 3.3.9. Additional Coverage: If either party so requests, the parties will review the need for additional coverage to accommodate substantial changes in the configuration or capacity of the Emergency Department. At DISTRICT's sole discretion, additional coverage (FTE's) may be approved. The request will be assessed by Kaweah Delta's Compliance Department, substantiated, and confirmed by an independent Fair Market Value consultant. However, except under emergency or disaster circumstances that require an urgent and immediate need for additional coverage, under no circumstance will DISTRICT approve additional coverage unless the Physicians and APP's collectively are maintaining productivity at or above the 75th

percentile, as determined by reference to the productivity and Fair Market Value survey used by the DISTRICT, or to accommodate changes to the coverage schedule that are approved by the District and that require additional coverage that may be requested by the District. If additional coverage (FTE's) are approved, the annual Stipend will be adjusted based on the Fair Market Value determination, offset by the Medical Groups Billings and Collections for the preceding 12-month period, and the number of hours referred to in Section 3.3.1 will be adjusted to reflect the number of hours of clinical service by Physicians and APPs combined required to staff the Emergency Department within its reconfigured or revised configuration or capacity.

3.3.10. Cost of Living Adjustment. At DISTRICT's sole discretion, DISTRICT may enact an annual cost of living adjustment of up to two (2) percent, subject to review and evaluation of Medical Group's collections for the preceding 12-month period. The goal of the adjustment will be to provide an increase in the Physician and APP base compensation by two (2) percent based on the compensation rates in effect on the Effective Date, as set forth in the July 8, 2020 Fair Market Value Opinion. However, to the extent Medical Group's collections increase sufficiently to cover the cost of living adjustment, KDHCDC will not increase the subsidy. Any increase will be documented in a written amendment to this Agreement, and will be effective no sooner than the first anniversary of the Effective Date, and no sooner than 12 months after the prior increase, if any.

3.4. Medicare Allocation Agreement. At the request of KDHCDC, Medical Group shall enter into an allocation agreement, allocating the percentage of total time Medical Group Personnel expend in furnishing administrative services, patient care services, and non-reimbursable services. Medical Group shall retain such information as may be necessary to develop and support the allocation agreement, in a form that permits the information to be validated by the KDHCDC's Medicare fiscal intermediary. Medical Group shall provide copies of such records to the Medical Center upon request.

Section 4. Independent Contractor. In the performance of all professional services, duties and other obligations under this Agreement, it is understood and agreed that Medical Group and its Personnel shall be, and at all times are, acting and performing as independent contractors practicing their profession of medicine. No relationship of employer or employee or joint venture relationship is created by this Agreement. Each Medical Group Personnel shall look only to Medical Group for setting and administering the terms and conditions of this Agreement. Neither Medical Group, nor any of its Personnel, whether such Personnel in their relationship with Medical Group are members, partners, employees, subcontractors or otherwise, shall have claims against KDHCDC under this Agreement, or on any other basis, for social security benefits, workers' compensation benefits or other employee benefits of any kind. KDHCDC shall have no responsibility for the payment of any employment related taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance or pension or other deferred compensation plans with respect to Medical Group Personnel, nor shall KDHCDC have any responsibility for the filing of any necessary documents, forms or returns pertinent to any of the foregoing. KDHCDC shall neither have nor exercise any control or direction over the methods by which Medical Group shall perform its work and functions. The sole interest and responsibility of KDHCDC is to assure that the Department and the administrative services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner consistent with currently approved methods and practices customarily observed in the field of emergency and urgent care medicine, and in accordance with the customs, usage and standards currently observed by the Medical Staff of KDHCDC.

Section 5. Disagreements.

- 5.1. Administrative Matters. In the event there are any disagreements between the parties for non-professional issues which cannot be resolved administratively, such disagreement shall be referred to a committee composed of one (1) member of KDHCDC's Finance Committee, the CEO of KDHCDC, and two (2) members of Medical Group.
- 5.2. Professional Matters. Any questions or disagreements concerning the standards of professional practice or the character of services furnished in the Department shall be submitted to the Department of Emergency Medicine which shall make recommendations to the Medical Executive Committee ("MEC"). Final recommendation of the MEC shall be forwarded to the Governing Board of KDHCDC for decision. The Governing Board of KDHCDC shall have final authority to resolve any and all such disagreements.

Section 6. Term and Termination.

- 6.1. Term. This agreement is an extension of an existing relationship between the same parties. The existing relationship is continued, as amended and restated herein. The term of this extension shall commence on the Effective Date and, unless sooner terminated, shall expire **July 31, 2023**.
- 6.2. Termination without Cause. Either party may terminate this agreement without cause by giving one ninety (90) days' written notice to the other party, provided that KDHCDC shall consult with the MEC prior to giving notice of termination hereunder.
- 6.3. Termination for Cause.
 - 6.3.1. Either party hereto may terminate this Agreement in the event of a material breach of its terms by the other party (other than as set forth below), provided, however, that no such termination shall occur unless the party who desires to terminate gives the other party at least thirty (30) days' written notice of such material breach, and such breach is not cured within said thirty (30) days or such longer period as set forth in the written notice. Such notice shall specify with reasonable certainty the nature and extent of the material breach complained of.
 - 6.3.2. KDHCDC may terminate this Agreement upon the occurrence of any of the following:
 - (1) The failure or cessation of the Medical Director approved by the District to provide the services required by Section 1.2 for a period in excess of thirty (30) days, if he is not replaced within that period in the manner provided in Section 1.2.
 - (2) The failure of any Medical Group Personnel to meet the applicable qualifications set forth in 1.3, unless Medical Group immediately causes the affected individual to cease providing services under this Agreement, and continues to provide the services required by this Agreement.
- 6.4. Tax-Exempt Financing.

6.4.1. If the District and Medical Group are advised by the District's bond counsel that any amendment is required to this Agreement in order to establish or maintain the exemption from federal income tax of any obligations issued by or on behalf of the District, the parties shall, at the request of the District, cooperate to effect such amendment. If the parties fail to agree to such an amendment within thirty (30) days of the District's request, the District may terminate this Agreement on thirty (30) days' notice to Medical Group.

6.4.2. The Contractor agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the District with respect to the Department. For example, the Contractor shall not claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Department.

6.5. Survival. The parties' accrued obligations shall survive the termination of this Agreement, as shall the provisions of Section 5, this Section 6.5, Section 9, Section 10, Section 11, Section 12 and Exhibit B, Section A-4.

Section 7. Prior Agreement. The Prior Agreement is terminated as of the Effective Date; provided that the accrued rights and obligations of the parties under the Prior Agreement shall survive termination as set forth therein, and shall not be extinguished by this Agreement.

Section 8. Compliance with Law.

8.1. KDHCDC and Medical Group agree to comply with all applicable statutes and regulations, both state and federal, governing the operation and administration of the District and Medical Center, and the Department as well as the standards of the Joint Commission. The parties shall comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of physicians and hospitals and to the operation of the Department, including Division 2.5 of the California Health & Safety Code (Emergency Medical Services) and the regulations published thereunder (Cal. Code of Regulations, Title 22, Division 9, Chapter 7 (Trauma Care Systems), as applicable to the Department. The parties shall also operate and conduct the Department in accordance with the standards and recommendations of the Joint Commission, the bylaws and the rules and regulations of the Medical Staff and KDHCDC as may be in effect from time to time.

8.2. The parties expressly agree that nothing contained in this Agreement shall require Medical Group to refer or admit any patients to, or order any goods or services from, KDHCDC. Notwithstanding any other provision of this Agreement, neither party shall knowingly or intentionally act in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. §1320a-7b).

8.3. In addition to the obligations of the parties to comply with applicable federal, state and local laws respecting the conduct of their respective businesses and professions, KDHCDC and Medical Group each acknowledge that they are subject to certain federal and state laws governing the referral of patients which are in effect or will become effective during the term of this Agreement. These laws include:

- (a) Prohibition on payments for referral or to induce the referral of patients (California Business and Professions Code §650; California Labor Code §3215; and the Medicare/Medicaid Fraud and Abuse Law, §1128B of the Social Security Act); and
- (b) Prohibition on the referral of patients by a physician for certain designated health care services to an entity with which the physician (or his/her immediate family) has a financial relationship including (California Business and Professions Code §§650.01 and 650.02, and §1877 of the Social Security Act).

Nothing in this Agreement is intended or shall be construed to require either party to violate the California or federal laws described in this Section, and this Agreement shall not be interpreted to:

- (1) Require Medical Group to make referrals to KDHCDC, be in a position to make or influence referrals to KDHCDC, or otherwise generate business for the KDHCDC.
- (2) Restrict any Medical Group Personnel from establishing staff privileges at, referring any patient to, or from otherwise generating any business for any other entity of such person's choosing.
- (3) Provide for payments in excess of the fair market value or comparable compensation paid to physicians for similar services in comparable locations and circumstances.

In the event of any changes in law or regulations implementing or interpreting the Internal Revenue Act or the Medicare and Medicaid Patient Protection Act of 1987, including the adoption or amendment of Medicare Fraud and Abuse Safe Harbor Regulations, or to any other Federal or State law relating to the subject matter of such Acts, to fraud and abuse, or to payment-for-patient referral, including the laws referenced in this Section, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes.

Section 9. Records Retention and Availability. To assure KDHCDC reimbursement for payments made hereunder as part of its reasonable cost of furnishing services under the Medicare program, Medical Group will make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives for inspection, until the expiration of four (4) years after the termination of this Agreement, Medical Group's books, documents and records as may be necessary to certify the nature and extent of the costs incurred hereunder by KDHCDC. If Medical Group carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such subcontractor that are necessary to verify the nature and extent of such costs of providing the services pursuant to the subcontract. Nothing in this Section shall be construed to permit assignment of this Agreement except as permitted by Section 12.3.

Section 10. Indemnity. Each party shall indemnify the other party from all liability, loss, damage or injury arising out of or incident to its performance of this agreement. Medical Group and KDHCDC shall each be responsible for the defense and legal representation of their own agents and employees.

Section 11. Insurance. Medical Group agrees to maintain the same professional liability insurance coverage for its physicians, physician’s assistants and nurse practitioners through the Mutual Risk Retention Group, Inc., that it had immediately prior to the execution of this Agreement, and to comply with the District’s policies and Board of Directors’ resolutions regarding professional liability insurance coverage for members of the medical staff and allied health staff as from time to time amended. The requirements as of the date of this Agreement include professional liability insurance with coverage of not less than \$1,000,000 per occurrence, and \$3,000,000 in annual aggregate. Medical Group further agrees to provide evidence of such insurance for its physicians, physician’s assistants and nurse practitioners to the administration of KDHCDC, and to promptly notify KDHCDC through its administration of any change in insurance coverage for any of the individuals for whom Medical Group is required to provide insurance under this agreement. If Medical Group’s professional malpractice liability insurance is provided on a claims-made basis, upon the expiration or termination of this Agreement for any reason, Medical Group shall continuously maintain such insurance or purchase from an insurance company licensed or otherwise qualified to issue professional liability insurance policies or coverage in the State of California, and acceptable to KDHCDC, extended reporting period (i.e., “tail”) coverage for the longest extended reporting period then available to ensure that insurance coverage in the amount required by this Section is maintained for claims which arise from services provided by Medical Group or Medical Group Personnel during the term of this Agreement. This section shall survive any termination or expiration of this Agreement.

Section 12. Miscellaneous Provisions

12.1. **Notice.** Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Notice to either party may be given by the other party, in writing, personally delivered, or deposited in the United States mail, postage prepaid and addressed to the appropriate party, as follows:

If to KDHCDC:

Kaweah Delta Health Care District
Attn: Gary K. Herbst, CEO
400 West Mineral King Avenue
Visalia, California 93291-6263

If to Medical Group:

CEP America – California D/B/A Vituity
Attn: COO
2100 Powell Street, Suite 920
Emeryville, CA 94608

With copy to:

Kaweah Delta Health Care District
Attn: Benjamin Cripps, Chief Compliance Officer
400 West Mineral King Avenue
Visalia, California 93291-6263

Law Offices of Dennis Lynch
Post Office Box 2685
Visalia, California 93279-2685

12.2. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties

relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 12.3. **Assignment.** Neither this Agreement, nor the rights and obligations due hereunder, may be assigned or delegated by Medical Group without the prior written consent of KDHCDC, and any effort to assign or delegate this agreement without obtaining such consent shall be deemed null and void.
- 12.4. **Partial Invalidity.** In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.
- 12.5. **Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of KDHCDC and Medical Group. Nothing contained herein or in the parties' course of dealing shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement.
- 12.6. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
- 12.7. **Amendments.** Neither this Agreement nor any amendment of or modification hereto shall be effective or legally binding upon either party unless it is set forth in a written document executed by the party to be bound.
- 12.8. **Attorneys' Fees.** If any legal action at law or in equity or any arbitration proceeding, is brought for the interpretation or enforcement of this Agreement or any part hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in that action or arbitration proceeding, in addition to any other relief to which it may be entitled.
- 12.9. **HIPAA.** For the purposes of compliance with the privacy provisions of the Health Information Portability and Accountability Act of 1996 ("HIPAA"), Medical Group's relationship with KDHCDC may be considered as that of "Business Associate." As used hereunder, the terms "**Business Associate**," "**Protected Health Information**," "**use**," and "**disclosure**" shall have the meanings ascribed to them in 42 C.F.R. §§ 164.101 and 164.501. In the provision of its services hereunder:
- 12.9.1. Medical Group agrees to conduct business with KDHCDC in accordance with all applicable laws and regulations, including HIPAA and the regulations promulgated thereunder. Medical Group further agrees to comply with all policies and procedures adopted by KDHCDC related to use and disclosure of Protected Health Information. Medical Group shall comply with the provisions of the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 to the extent they are applicable to business associates.
- 12.9.2. Disclosure by KDHCDC to Medical Group of any Protected Health Information shall be made for the sole purpose of helping KDHCDC carry out its healthcare functions and to allow Medical Group to perform the Service obligations pursuant to this Agreement. Protected Health Information shall not be disclosed for independent use by Medical Group. Medical Group represents and warrants that Protected Health Information shall be used only to

complete the Service obligations pursuant to this Agreement, and as may otherwise be required by law.

- 12.9.3. Medical Group shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than as permitted by this addendum, including administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of KDHCDC's electronic PHI. Upon Medical Group's discovery of any misuse or improper disclosure of such Protected Health Information, Medical Group shall take immediate steps to stop such impermissible use or disclosure and to prevent further dissemination and misuse of such Protected Health Information. Medical Group further represents and warrants any use or disclosure of Protected Health Information not provided for by this Agreement and any security incident with respect to electronic Protected Health Information shall be immediately reported to KDHCDC when Medical Group becomes aware.
- 12.9.4. Any breach by Medical Group of the obligations under the confidentiality provisions of this Agreement and/or HIPAA shall be grounds for immediate contract termination at the discretion of KDHCDC.
- 12.9.5. Medical Group represents and warrants any agents or subcontractors to whom Medical Group may provide Protected Health Information, agree to the same restrictions and conditions that apply to Medical Group with respect to Protected Health Information. Medical Group further agrees to incorporate in any and all agreement(s) with subcontractor(s) a provision naming KDHCDC as an intended third party beneficiary with respect to the enforcement of, and right to benefit from, the subcontractors covenants regarding the use and disclosure of Protected Health Information.
- 12.9.6. Medical Group agrees to make available Protected Health Information in accordance with the requirements of 42 C.F.R. §§164.524, 164.526, 164.528 at the request of KDHCDC.
- 12.9.7. Medical Group agrees to make available to the Secretary of Health and Human Service, or any designated representative thereof, any and all internal policies, books and records relating to the use and disclosure of Protected Health Information for the purposes of determining KDHCDC's compliance with HIPAA.
- 12.9.8. The parties acknowledge that because they are both covered entities under HIPAA participating in an organized health care arrangement for the provision of Services within the Emergency Department, neither is the business associate of the other, and Medical Group is therefore not required to return or destroy Protected Health Information on termination of this Agreement. However, Medical Group agrees that it will safeguard such information as required by law, and use or disclose it only as permitted by law. This obligation shall survive termination of this Agreement.
- 12.9.9. Any and all patient records and charts produced as a result of either party's performance under this Agreement shall be and remain the property of KDHCDC, both during and after the term of this Agreement. Consistent with applicable law and patient privacy, Medical Group shall be permitted to inspect and/or duplicate, patient charts or records to the extent necessary to meet

professional responsibilities to patients. Medical Group shall be solely responsible for maintaining legal requirements for patient confidentiality (including in compliance with the terms of this Section) with respect to any information obtained pursuant to this Section and shall make no further disclosure of such information except as authorized by law.

12.9.10. Notwithstanding any other provision of this Agreement to the contrary, if any, nothing in this Agreement, or in the parties' course of dealings, shall be construed as conferring any third party beneficiary status on any person or entity not named a party to this Agreement.

12.10. **Cross Referenced Agreements.** According to regulations implementing 42 U.S.C. §§1395nn *et seq.*, respecting the prohibition of physician referrals to entities with which those physicians or their family members have financial arrangements, all arrangements must be cross referenced for audit purposes. In accordance with 42 CFR §411.357(d)(ii), any arrangements between Medical Group and District, or between any Physician and District, are listed in a master list of contracts that is maintained by District and updated centrally, preserves the historical record of contracts and is available for review by the Secretary of Health and Human Services upon request.

12.11. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from: Acts of God; acts of civil or military authority; acts of terrorism, bioterrorism, or public enemy; bomb threats; computer virus; epidemic; power outage; acts of war; accidents; fires; explosions; earthquakes; floods; failure of transportation, machinery, or supplies; vandalism; strikes or other work interruptions by KDHC's employees and/or Medical Group's employees; or any similar or dissimilar cause beyond the reasonable control of either party. Both parties shall, however, make good faith efforts to perform under this Agreement in the event of any such circumstance.

12.12. **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

12.13. **Legal Counsel.** Each party understands the advisability of seeking legal counsel and financial/tax advice and has exercised its own judgment in this regard.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above. This Agreement shall be binding when all signatories listed below have executed this Agreement.

DISTRICT:

KAWEAH DELTA HEALTH CARE DISTRICT

By: _____

Gary K. Herbst
Chief Executive Officer

Date: _____

MEDICAL GROUP:

CEP America - California

By: _____

David Birdsall, M.D.
COO

Date: _____

KAWEAH DELTA HEALTH CARE DISTRICT
EMERGENCY DEPARTMENT SERVICES AGREEMENT

EXHIBIT A
EMERGENCY DEPARTMENT

I. PHYSICIAN PERFORMANCE MEASURES

- A. **Patients per hour.** Medical Group will provide physician and/or physician extender coverage to provide sufficient hours to achieve an annualized average patient per physician/physician extender hour of 1.9 (the “Staffing Ratio”) in the ED. The Staffing Ratio will be adjusted (i.e. trauma, resuscitation) as events require. Documentation of the physician hours worked will be provided to KDHCDC by Medical Group.

Review: First report due November 30, 2020.

- B. **Patient Satisfaction Scores.** Medical Group and KDHCDC shall each work cooperatively with the other and shall each use their best efforts to support the ongoing ED performance improvement plan designed to improve Patient Satisfaction scores accepted by KDHCDC for the ED and physician subscale. Medical Group, in conjunction with ED administration, agrees to strive to achieve an eighty-five percent (85%) positive response rate on the four (4) questions in the patient satisfaction survey utilized by the District related to “Doctors Care” (over the twelve quarters of this contract). Progress toward this goal will be monitored biannually. If there is a deviation from the goal in any six (6) month period, Medical Group with ED administration will conduct an analysis of the potential causes for this deviation and prepare an action plan to address these causes and submit it to KDHCDC administration. The action plan shall address applicable contributing factors. Medical Group agrees to work with ED management on enhancing customer service scores in all areas of the ED.

Review: The first biannual report due July 31, 2021.

C. **ED Interpersonal Relations.**

1. Medical Group will monitor and enhance interpersonal behaviors and communications by and between physician members and staff. Medical Group will intervene, including education and counseling, and implement a corrective action plan with goals and time tables for those identified physician(s) to immediately address/permanently resolve inappropriate behaviors and language, when necessary. Medical Group understands that any continued inappropriate behaviors by physicians may result in termination of medical staff privileges of such physician, and/or termination of this contract for cause. The Press-Ganey Employee Survey and NDNQI Nursing Satisfaction Survey will be utilized to assess this annually, and Medical Group shall achieve at least a 70th percentile score on the Press-Ganey survey.

Review: Medical Group, in cooperation with KDHCDC's Human Resources Department and ED Nursing leadership, will develop a corrective action plan each year in response to such surveys.

2. Medical Group will cooperate with ED management to reduce professional turnover and implement a plan to address staff/physician job satisfaction, communication, interpersonal relationships and team collaboration. The plan demonstrates activities to respond to these identified needs and Medical Group agrees to participate in and support the activities of such a plan. Medical Group staff members will be held accountable by Medical Group for their individual performance.

D. **ED Performance Improvement.** Medical Group will work cooperatively with ED administration to maintain and improve upon a reasonable plan of action that will be designed to modify ED processes, for improved productivity, throughput efficiency and value-based purchasing indicators that does not compromise patient care. KDHCDC shall ensure adequate nurse and technician staffing in the ED, pursuant to Section 2.3 of this Agreement, to assist with patient throughput and patient satisfaction and, in the event that staffing levels fall below 90% of expected staffing levels, Medical Center will prepare a written action plan, which it shall share with Medical Group. In addition, Medical Center and Medical Group shall agree upon measures for adequate admissions out of the ED and appropriate lab and x-ray turnaround times, and Medical Center agrees to use its best efforts to satisfy those measures.

These indicators will be assessed by Medical Group and ED management on a quarterly basis and shall be reported to Medical Center. The action plan developed is based on the identified indicators for those areas in which the ED fails to meet the goal and shall provide aggregate performance standards on the ED physician's performance improvement indicators. KDHCDC recognizes that meeting these goals is a cooperative effort between the Medical Center and Medical Group and Physicians and will make best efforts to facilitate rapid turnaround of x-ray and lab tests, adequate ED non-physician staffing, and timely movement of admitted patients to their respective in-patient units.

Before the start of the second 6-month period of this Agreement, the parties will agree on the Performance Measures for the ensuing 6-month period, and will implement them by an addendum to this Agreement.

If a performance measure is noted as "Not yet implemented", it may be implemented by written agreement of the parties in advance of the first quarter for which it is to be in effect.

Substitution of Performance Measures. If at any time during the term of this Agreement: one or more criteria of a Performance Measure are incapable or impractical of measurement, KDHCDC shall waive Medical Group's failure to satisfy the Performance Measure.

Review: First report due 60 days after contract quarter end.

- E. **Practice Protocols.** Medical Group will work with KDHCDC to develop at least one ED physician-driven cost containment protocol (Example: practice patterns/care maps/ancillary testing) annually, based upon current evidence/best practices. Such protocols shall not compromise patient care and should reduce variability in practice. Medical Group and ED management will work together to develop and implement these protocols.

Review: The protocol shall be implemented, developed and reported in writing every twelve (12) months to KDHCDC administration.

- F. **Address and Comply.** Address and comply with issues raised by Medical Staff regarding medical care, communication and work environment delivered or created by current Physicians.

II. OTHER SERVICES

- A. **General Administration Services.** Medical Group shall provide clinical direction and guidelines for the medical activities of the non-physician staff and student professional staff in the ED, including, without limitation, those nurses, technicians, medical students, interns and residents that serve in the ED. Such direction and guidelines shall include, without limitation, the following:

1. Recommendations concerning staff by the nursing department.
2. Recommendations concerning equipment and supplies and preparing the budget for the ED.
3. Recommendations concerning ancillary support of the ED, such as laboratory, radiology, central supply, etc., so as to optimize the smooth and efficient functioning of the ED.
4. Analysis of the efficiency and effectiveness of the ED.
5. Participation on appropriate Medical Center and Medical Staff committees.
6. Recommendation and assistance towards promoting good community relations and recognition for the ED.
7. It is understood and agreed that any recommendations or analyses will be rendered to KDHCDC on a confidential basis.

- B. **Patient Treatment Protocols.** Medical Group shall develop, for KDHCDC's approval, the ED's professional policies, protocols, procedures and standards. Additionally, Medical Group will develop, for KDHCDC's approval, the ED's professional policies, protocols, procedures and standards necessary for pediatric patients.

- C. **Maintenance of EMS System.** Medical Group accepts responsibility to appropriately represent KDHCDC at meetings relevant to the establishment and continued operation of its local EMS system and to assist KDHCDC in meeting its specific responsibilities under its local EMS system.

- D. **In-Service Education.** Medical Group shall participate in the educational programs conducted by KDHCDC and the Medical Staff to train its personnel in order to ensure the provision of high quality medical services, and to ensure the ED's and KDHCDC's compliance with accrediting requirements.
- E. **Quality Assurance.** Medical Group shall participate in the quality assurance programs conducted by KDHCDC and its Medical Staff as necessary to ensure the ED's and KDHCDC's compliance with accreditation requirements and Joint Commission standards. Further, Medical Group and KDHCDC will carefully evaluate the data obtained through Press-Ganey and other patient satisfaction surveys conducted by KDHCDC, and Medical Group agrees to make its best effort to respond to the data by demonstrating continual improvement in this area, a basic expectation of Medical Group by KDHCDC under this Agreement.
- F. **Compliance with Universal Protocols.** Medical Group shall comply with the Joint Commission's Universal Protocol for Preventing Wrong Site, Wrong Procedure and Wrong Person Surgery, as amended from time to time.
- G. **Follow-up Instructions.** Medical Group will recommend a complete system of follow-up instructions for patients seen in the ED. Such instructions will be submitted to the appropriate Medical Staff committee for approval. Upon approval, software will be provided by KDHCDC in accordance with Section 2.1 under District obligations.
- H. **Peer Review.** Medical Group shall evaluate the professional abilities of each Physician providing services in the ED and evaluate comments from staff physicians, nursing and administration.
- I. **Budget Review.** Medical Group shall, upon KDHCDC's request, assist in the preparation of the annual and long-term operating and capital budgets for the department.
- J. **Patient Complaints.** Medical Group and KDHCDC will jointly take the responsibility for evaluating and answering all complaints and inquiries of patients concerning services in the ED in a time period of three (3) business days. In addition, KDHCDC will be furnished an analysis of all complaints and recommendations on improving any deficiencies that occur. KDHCDC will provide copies of ALL complaints relative to operation of the ED to the Medical Director or his/her Quality Assurance Designate in a time period of three (3) business days for his review, comments, and action, if any is required.
- K. **Code Blue and In-House Emergency Response.** A Physician will respond to Code Blues as requested by an intensivist or pediatric hospitalist.
- L. **Level III Trauma Center.** Medical Group and Physicians shall participate in maintaining KDHCDC's Level III Trauma Center designation. Without limiting the foregoing, Medical Group and Physicians shall:

- If non-boarded in emergency medicine, successfully complete an Advanced Trauma Life Support course approved by the American College of Surgeons, as required by Section 1.3.4(2)(b) and 1.3.5;

- Assist in the development of protocols, policies and procedures required for the Trauma Program;
- Participate in monthly Trauma Committee meetings, and other peer review committees and activities relating to the Trauma Center.

III. **PERFORMANCE EXPECTATIONS.** Beginning the Effective Date of the First Addendum, Medical Group and the Physicians shall engage in the following activities on an ongoing basis.

A. **Patient Experience.**

1. **Improved Throughput.**

- a. Participate in throughput committees;
- b. Adhere to the internal surge plan;
- c. Attending Physician at Triage in place;
- d. Participate in and support efforts to utilize callback application to identify high utilizers of the emergency department and take steps to prevent revisits and possible readmissions;
- e. Participate and support efforts to streamline triage operations; and
- f. Monitor and report real-time data on throughput measures to share with other Emergency Department physicians.

2. **Patient Service.**

- a. Develop department-wide feedback on Patient Experience scores;
- b. Participate in meetings with the Patient Experience Director;
- c. Participate in the callback program utilizing phone application;
- d. Participate in the Bivaris texting program to allow for service recovery;
- e. Act as patient care advocates by assisting patients in making primary care appointments, updating patients' contact information, and connecting high utilizers to District resources; and
- f. Participate in the lanyard trial for UC referrals to better identify and greet patients.

3. **Improved Emergency Department Culture.**

- a. Attend monthly RN Staff meetings to encourage compassion and empathy;
- b. Participate and support efforts to improve nursing and tech recruiting and retention;
- c. Participate and support efforts wellness and burnout prevention efforts; and
- d. Develop educational opportunities for the Emergency Department through the Simulation Center.

B. **Prevent Inappropriate Admissions.**

- 1. Meet with Medical Executive Officers to seek real-time feedback;

2. Meet with Hospitalist leaders to review cases and identify improvement opportunities;
3. Collaborate with Care Management to bring resources to Emergency Department for patients with poor social circumstances;
4. Participate in and support efforts to develop UC referral system for additional diagnoses as appropriate; and
5. Encourage stress testing at CDMC and other District sites.

C. Improve Quality and Resource Utilization.

1. Proper Utilization of Radiological Exams
 - a. Participate in and support efforts to order appropriate studies;
 - b. Utilize the ACR program within Cerner, including:
 - (1) Entering the reason for exam prior to ordering a CT, and
 - (2) Areas of focus should include decreasing pre-op CXR, decreasing CT head for uncomplicated Syncope, and decreasing CT for pediatric patients presenting with minor head trauma; and
 - c. Collaborate with Radiology Department to develop plan to deal with incidental findings to ensure appropriate communication to patient.
2. Improve Relations with Skilled Nursing Facilities (SNFs)
 - a. Meet at a minimum of semi-annually with leaders of Redwood, Linwood and Westgate;
 - b. Use the uniform referral form for all three facilities when it is available;
 - c. Utilize a more transparent clinical history along with baseline status to help guide aggressiveness of workups; and
 - d. Participate in and support efforts to reduce testing and admissions.
3. Trauma/Sepsis/Stroke/STEMI
 - a. Actively participate in all arenas;
 - b. Support development of STEMI Triage system in partnership with Cleveland Clinic, if applicable; and
 - c. Support ACTS in development of ATLS course, if applicable.

D. Benchmarks and Metrics.

1. In collaboration with the Chief Quality Officer, Medical Group and District shall establish benchmarks and clinical goals for services provided under this Agreement. The Benchmarks shall be presented to the District by October 31, 2020 and reviewed by the District at least annually.

**KAWEAH DELTA HEALTH CARE DISTRICT
EMERGENCY DEPARTMENT SERVICES AGREEMENT**

EXHIBIT B

MEDICAL DIRECTION AND ADMINISTRATIVE OBLIGATIONS

Regarding the Service of: **MEDICAL DIRECTOR OF EMERGENCY DEPARTMENT**
(herein called the “Services”)

A. Medical Director’s Obligations.

A.1 Organizational Status. Medical Group represents and warrants that the designated Medical Director is:

A.1.1 An individual health care provider duly licensed to practice medicine in the state of California, Board certified in emergency medicine and a history of successful ED medical direction or supervisor experience of three (3) or more years;

A.1.2 Not an excluded, debarred or suspended provider for any federal health care program, federal procurement program or of the U.S. Food and Drug Administration.

A.2 Medical Direction Obligations. Medical Group agrees Medical Director will spend up to **one thousand four hundred forty (1,440) hours annually** in performance of the itemized Medical Director Obligations in this Exhibit B. Medical Group agrees to perform the following undertakings through the Medical Director or other appropriate delegate:

A.2.1 Key Responsibilities.

A.2.1.1 Time Records. Must submit complete, accurate and contemporaneous time records documenting all time spent in providing services pursuant to this Agreement. Such time records must be submitted in intervals and on such forms as KDHCDC may require. The time record is used to account for time spent fulfilling duties specified in this Agreement. Compensation will be disbursed **only** on properly completed records in accordance with the terms of this Agreement. Medical Group agrees that Medical Director or delegate will attest that the hours shown on the time records as “incurred” will actually be performed by Medical Director or delegate. Additionally, Medical Group agrees that Medical Director or delegate will attest that the hours shown on the time records are for services consistent with those required in Exhibits A and B.

Medical Group’s Medical Director or delegate **must** submit complete and accurate time records for Services rendered during the **previous month** to the Vice President, Chief Nursing Officer on **a monthly basis by the fifth (5th) day of each month**. The time record **must** include the **date**, the **length of time** and a **description** of Services provided.

- A.2.1.2 Substitute Medical Director. Provide, at Medical Group's sole cost and expense, a substitute physician as medical director for Medical Director if unable to provide services required under this Agreement for reasons including, but not limited to, absence. As a condition of providing services under this Agreement, any such substitute must first be approved by the Vice President, Chief Nursing Officer. Additionally, any such substitute must otherwise satisfy all qualification requirements applicable to Medical Director.
- A.2.1.3 Provide administrative services to KDHCDC for the benefit of all its patients.
- A.2.1.4 Provide leadership, planning, organization, staffing, coordination and evaluation for Department physician activities.
- A.2.1.5 Manage all medical administration, ED physician personnel and clinical activities in the ED.
- A.2.1.6 Ensure the ethical practice of emergency medicine within the Department.
- A.2.1.7 Directly supervise and have responsibility for emergency physicians, in clinical and assigned administrative duties, and is concerned with physician scheduling.
- A.2.1.8 Work cooperatively and supportively with the heads of diagnostic and therapeutic departments to ensure availability, quality and effective use of services and with Chiefs or Medical Directors of services to ensure that house staff services are appropriate.
- A.2.1.9 Provide significant input into the preparation of a departmental budget.
- A.2.1.10 Monitor community needs and provide significant input into EMS system and disaster planning.
- A.2.1.11 Act as a liaison between KDHCDC administration and the Medical Staff on emergency department functions.
- A.2.1.12 Assure that medical care provided to emergency patients meets or exceeds the standard of practice adequately, appropriately and timely.
- A.2.1.13 Consult with Chief Operating Officer, Chief Nursing Officer, and other coordinators, specialists and staff concerning KDHCDC's ability to meet patient needs.
- A.2.1.14 Participate in developing procedures for emergency treatment of patients; assist in arranging continuous physician coverage to handle medical emergencies; assist in developing procedures for the appropriate transfer of patients to other clinical care settings as necessary.
- A.2.1.15 Advise Chief Nursing Officer about the adequacy and appropriateness of the ED's scope of service, medical equipment and professional and support staff.

- A.2.1.16 Assure that ED records are timely, complete and meet current standards.
- A.2.1.17 Maintain a professional attitude with patients, visitors and other facility personnel while assuring the confidentiality of information.
- A.2.1.18 Assure that members of the medical group meet the ED Service Excellence Code of Conduct.
- A.2.1.19 Work with appropriate billing services to maximize emergency physician and hospital reimbursement in a broad range of practice and reimbursement configurations.
- A.2.1.20 Participate in all safety, security and infection control programs that are mandatory as well as those required and provided by the department.
- A.2.1.21 Work with the public relations department to provide an appropriate media spokesperson for emergency care related questions or events.
- A.2.1.22 Demonstrate work practices consistent with KDHC and department-specific safety, security and infection control policies.
- A.2.1.23 Conduct quality review processes for the medical group consistent with the standard of practice.
- A.2.1.24 Participate in ED and hospital quality review processes.
- A.2.1.25 Assure medical group actively participates in the ED Service Excellence initiative including, recommending, implementing and monitoring initiatives to improve care and customer satisfaction.
- A.2.1.25 Develop and maintain a system for communication with referring providers. The Chair of the Department (or designee) will request feedback from the MEC on communication process effectiveness semiannually (January and July)
- A.2.1.27 Help to ensure that the Chair of the Department actively works to reduce resource consumption by ED Providers and also enforce utilization of ED clinical pathways.
- A.2.1.28 The Chair of the Department (or designee) will attend all Medical Staff department meetings and the following Medical Center-based Groups as requested: Adult Hospitalists, ACTSS, Critical Care, Pediatrics and Psychiatry.

A.2.2 Secondary Responsibilities.

A.2.2.1 Education.

- A.2.2.1.1 Require participation and initiation of in-service continuing education of physicians, staff and clerical personnel.
- A.2.2.1.2 Encourage the involvement of physician staff to participate in EMS/paramedic training and education.
- A.2.2.1.3 Establish and encourage participation in emergency medicine grand rounds for physicians.
- A.2.2.1.4 Encourage the involvement in ongoing focused education courses by the emergency department staff, as appropriate to that facility.
- A.2.2.1.5 Encourage an outreach program to the community and industry on topics of interest in the area of emergency medicine, and promote KDHC's capabilities.
- A.2.2.1.6 Annually, provide one (1) continuing medical education ("CME") course to the Medical Staff regarding the Service or other topics identified by the Chief Executive Officer and/or Chief Nursing Officer.

A.2.2.2 Legal Considerations.

- A.2.2.2.1 Educate the emergency physicians in proper documentation of charts and proper patient-physician interface:
 - (a) Document patient's complaint or lack of complaint;
 - (b) Document all findings – positive and pertinent negative;
 - (c) Document recommendation in chart and written instructions sent home with patient.
- A.2.2.2.2 Acquire an understanding of the laws pertaining to emergency medicine.
- A.2.2.2.3 Cooperate with administration and nursing leadership to ensure that departmental policies and procedures comply with legal requirements in clinical care, i.e., crime, coroner's cases, alcohol and substance abuse, minors and child abuse.

A.2.3 Clinic and Quality Responsibilities. Actively participate in KDHC staff and Medical Staff Performance Improvement ("PI") and Compliance activities as follows:

- A.2.3.1 Participate as requested in review and approval of manuals, policies, procedures and forms.
- A.2.3.2 Collaborate with staff to establish PI objectives and monitoring systems to measure outcomes. Also, participate in outcome measures and management activities.
- A.2.3.3 Ensure compliance with Joint Commission, California Department of Public Health (CDPH), Medicare Conditions of Participation (COP), and other relevant organizations' requirements.
- A.2.3.4 Attend MEC meetings if needed to report.
- A.2.3.5 Evaluate staff competencies in coordination with the management of KDHCDC.
- A.2.3.6 Confer as needed with the Bioethics Committee.
- A.2.3.7 Meet with attending physicians, consultants and KDHCDC staff to implement Clinical Pathways and Case and Utilization Management at the patient care level, when authorized by the Rules and Regulations of the Medical Staff or when delegated authority by the MEC and Clinical Department.

This does *not* include Medical Director's attendance or participation at Medical Staff meetings or for peer review which is Medical Director's responsibility as a member of the Medical Staff. Any activity which requires the peer expertise service of Medical Director is excluded from Medical Director's administrative responsibilities under this Agreement. However, if Medical Director is providing a formal presentation to Medical Staff while representing the Service, then the activity is compensable.

A.2.4 Administrative Responsibilities. Work effectively with KDHCDC's Medical Staff and KDHCDC staff to ensure the efficient and effective integration of service within the organization. Exercise Medical Director's authority to design systems, policies and procedures to affect the services identified in this section. Serve as a medical liaison to KDHCDC's Medical Staff, Medical Center staff and Board of Directors in the development and assessment of the following, as needed:

- A.2.4.1 Policies and procedures
- A.2.4.2 Financial planning and decision making which includes operating and capital budgets
- A.2.4.3 Medical technologies and supplies
- A.2.4.4 Information systems
- A.2.4.5 Educational needs of staff and physicians
- A.2.4.6 Strategic and long-range planning

A.2.4.7 Operating objectives and goals

A.2.4.8 Communications and marketing plans

- A.2.5 Schedule of Services. The Services must be conducted during those days and times which KDHCDC determines to be necessary in order to properly address patient needs and effectively coordinate with other operations. KDHCDC anticipates a variable need for Medical Director's services; provided that Medical Director will provide up to ***one hundred twenty (120) hours per month*** in performance of the Service as set forth in Section 3.3.3. If the Medical Director provides fewer than 120 hours in any month, the compensation set forth in Section 3.3.1 shall be reduced by \$210 for each hour of service less than 120.
- A.2.6 License. The Medical Director shall at all times keep and maintain a valid license to engage in the practice of medicine in the state of California and Medical Staff membership and/or privileges as may be required under the bylaws of Medical Staff and KDHCDC for Medical Director to provide the services contemplated by Exhibits A and B.
- A.2.7 Records. The Medical Director shall prepare such administrative and business records and reports related to the Service in such format and upon such intervals as KDHCDC may require.
- A.2.8 Information. The Medical Director shall furnish any and all information, records and other documents related to Medical Director's service hereunder which KDHCDC may request in furtherance of its quality assurance, utilization review, risk management and any other plans and/or programs adopted by KDHCDC to assess and improve the quality and efficiency of KDHCDC's services. As reasonably requested, Medical Director will participate in one or more of such plans and/or programs.
- A.2.9 KDHCDC Licenses and Permits. The Medical Director shall assist KDHCDC in obtaining and maintaining any and all licenses, permits and other authorizations, plus achieving accreditation standards, which are dependent upon, or applicable to, in whole or in part, Medical Director's services under Exhibits A and B.
- A.2.10 Conflicts of Interest. The Medical Director shall inform KDHCDC of any other arrangements which may present a conflict of interest or materially interfere in Medical Director's performance of duties.
- A.2.11 No Contracting Authority. The Medical Director or any member of the emergency department medical staff shall not enter into any contract in the name of the KDHCDC or otherwise bind KDHCDC in any way without the express consent of KDHCDC because Medical Director does not have the right or authority. The Medical Director has no authority to enter into any contract in the name of Medical Group or otherwise bind Medical Group in any way without the express consent of the Chief Operating Officer of Medical Group.
- A.2.12 Standards. The Medical Director shall perform all services under this Agreement in accordance with any and all requirements and accreditation standards applicable to KDHCDC and the

Services, including, without limitation, those requirements imposed by the Joint Commission, the Medicare/Medicaid conditions of participation and any amendments thereto, and CDPH.

A.2.13 Bylaws, Rules and Regulations. The Medical Director shall comply with the bylaws, rules and regulations, policies and directives of KDHCDC and Medical Staff.

A.3 Notification of Certain Events. Medical Group must notify KDHCDC, in writing, within twenty-four (24) hours of the occurrence of any of the following: (1) Medical Director becomes the subject of, or otherwise materially involved in, any government investigation of Medical Group or Medical Director's business practices, the provision of Services pursuant to this Agreement or the provision of professional services, including, without limitation, being served with a search warrant in connection with such activities; (2) Medical Director's medical staff membership or clinical privileges at any facility are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto; (3) Medical Director becomes the subject of any suit, action or other legal proceeding arising out of Medical Director's professional services and/or the Services provided pursuant to this Agreement; (4) Medical Group or Medical Director is required to pay damages or any other amount in any professional liability (malpractice) action by way of judgment or settlement; (5) Medical Director becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior; (6) Medical Director becomes incapacitated or disabled from providing the Services, or voluntarily or involuntarily retires from the practice of medicine; (7) Medical Director's license to practice medicine in the state of California is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto; (8) Medical Director changes his/her medical specialty; (9) Medical Director is charged with or convicted of a criminal offense other than one classified by law as an infraction; (10) Medical Director's federal Drug Enforcement Agency ("DEA") Number is revoked; (11) any event or occurrence which has a material adverse effect on Medical Director's ability to perform any or all of the Services under this Agreement; or, (12) Medical Director is debarred, suspended or otherwise ineligible to participate in any federal or state health care program.

A.4 Confidentiality. Medical Director understands and acknowledges that Medical Director will have access to confidential information ("Confidential Information") concerning KDHCDC's business and that Medical Director has a duty at all times not to use such information in competition with KDHCDC or to disclose such information or permit such information to be disclosed to any other person, firm, corporation, entity or third party, during the term of this Agreement or at any time thereafter. For purposes of this Agreement, "Confidential Information" shall include, without limitation, any and all secrets or confidential technology, proprietary information, customer or patient lists, trade secrets, records, notes, memoranda, data, ideas, processes, methods, techniques, systems, formulas, patents, models, devices, programs, computer software, writings, research, personnel information, customer or patient information, plans or any other information of whatever nature in the possession or control of KDHCDC that is not generally known or available to members of the general public or the medical profession, including any copies, worksheets or extracts from any of the above. Medical Director further agrees that if this Agreement is terminated for any reason, Medical Director will neither take nor retain, without prior written authorization from KDHCDC, originals or copies of any records, papers, programs, computer software, documents, x-rays or other imaging materials, slides, medical data, medical records, patient lists, fee books, files or any other matter of whatever nature which is or

contains Confidential Information. This section shall survive the termination or expiration of this Agreement.

- A.5 Documentation. Medical Director shall promote the use of the electronic medical record. All documentation shall be in compliance with any applicable Medical Staff requirements and any applicable state or federal regulation.

B. KDHCD's Obligations. KDHCD must perform the following undertakings:

- B.1 Compensation. Compensation for Medical Director's Obligations is included in the Stipend set forth in Section 3.3.1 of this Agreement.

B.2 Facilities and Services Provided by KDHCD.

B.2.1 KDHCD will provide on KDHCD premises the space designated by the KDHCD for the Services, plus any expendable supplies, equipment and services necessary for the proper operation of the Services. The minimum services to be provided by the KDHCD are janitor, standard facility telephone, laundry and utilities. Such space should be as close to the emergency department as is practicable in the determination of KDHCD. Such office space should also provide room for Medical Group onsite assistant who provides support to the group.

B.2.2 KDHCD will employ all non-physician technical and clerical personnel it deems necessary for the proper operation of the Services. The Medical Director of the Services will direct and supervise the clinical work and services of such Department personnel. However, KDHCD retains full administrative control and responsibility for all such Service personnel.

- B.3 Insurance. KDHCD, at its sole cost and expense, will provide insurance coverage in amounts satisfactory to Medical Group with respect to Medical Director's administrative duties under this Agreement. It is understood by both parties that KDHCD is self-insured for professional and public liability.

- B.4 KDHCD's Professional and Administrative Responsibilities. To the extent required by Title 22, California Code of Regulations § 70713, KDHCD retains professional and administrative responsibility for the Services rendered by Medical Director pursuant to this Agreement. KDHCD's retention of these responsibilities will not alter or modify, in any way the hold harmless, indemnification, insurance or independent contractor provisions set forth in this Agreement. Medical Director will apprise KDHCD's Vice President responsible for the administrative oversight of Services of recommendations, plans for implementation and continuing assessment through dated and signed reports, which will be retained by KDHCD's Vice President responsible for the administrative oversight of Services for follow-up action and evaluation of performance.

RESOLUTION 2085

WHEREAS, an amended application for Leave to Present a Late Claim on behalf of the Estate of James Snow, Jr., deceased, by and through is Personal Representative, Joy Snow, and Joy Snow, an individual, has been presented on June 10, 2020 to the Board of Directors of the Kaweah Delta Health Care District,

IT IS HEREBY RESOLVED AS FOLLOWS:

1. The aforementioned application, which was presented on June 10, 2020, for leave to present a claim after expiration of the time allowed by law for doing so is hereby denied.
2. In accordance with Government Code Section 913, the Secretary of the Board of Directors is hereby directed to give notice of rejection of said claim to National Choice Lawyers, in the following form:

"Notice is hereby given that the application for leave to present a claim after expiration of the time allow by law for doing so, which you presented to the Board of Directors of the Kaweah Delta Health Care District on June 10, 2020, was rejected by the Board of Directors on July 27, 2020."

WARNING

"Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately."

PASSED AND ADOPTED by unanimous vote of those present at a regular meeting of the Board of Directors of the Kaweah Delta Health Care District on July 27, 2020.

President, Kaweah Delta Health Care District

ATTEST:

Secretary/Treasurer, Kaweah Delta Health
Care District and of the Board of
Directors thereof

**BOARD OF DIRECTORS
KAWEAH DELTA HEALTH CARE DISTRICT**

RESOLUTION 2028

**A RESOLUTION DIRECTING TULARE COUNTY, CALIFORNIA, TO
LEVY A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON
GENERAL OBLIGATION BONDS OF THE DISTRICT.**

WHEREAS, by Resolution No. 1312 (the "*Ballot Resolution*") adopted by the Board of Directors of Kaweah Delta Health Care District (the "*Board*") on July 22, 2003, the Board determined and declared that public interest and necessity demanded the acquisition, construction and/or reconstruction, improvement and equipping of additional health care facilities to expand Kaweah Delta Hospital of Kaweah Delta Health Care District (the "*District*"); and

WHEREAS, by the Ballot Resolution, the Board duly called an election to be held on November 4, 2003, for the purpose of submitting to the electors of the District a proposition to incur bonded indebtedness to finance all works, property, parking and structures necessary or convenient for the acquisition, improvement, construction and/or reconstruction of an expansion to Kaweah Delta Hospital, as more fully defined herein (the "*Project*"); and

WHEREAS, an election was held in the District on November 4, 2003, for the purpose of submitting to the qualified voters of the District a proposition for incurring bonded indebtedness of the District in the aggregate principal amount not to exceed \$51,000,000 to finance the Project; and

WHEREAS, the Registrar of Voters of Tulare County, California, duly canvassed the return of said election and, as the result of such canvass, certified to the Board that more than two-thirds of the votes cast on said proposition favored the incurring of such bonded indebtedness; and

WHEREAS, in 2004, the District issued its General Obligation Bonds, Election of 2003, Series 2004 (the "*2004 Bonds*") in the aggregate principal amount of \$51,000,000 for the purposes authorized and on the conditions set forth in Ordinance No. 04-02 (the "*Ordinance*"); and

WHEREAS, on January 6, 2014, the Board adopted Resolution No. 1795 authorizing the issuance of its General Obligation Refunding Bonds, Series 2014 (the "*2014 Bonds*") in an amount sufficient to provide for the advance refunding and redemption, on August 1, 2014, of the 2004 Bonds maturing on or after August 1, 2015; and

WHEREAS, on January 30, 2014, the Board issued its 2014 Bonds in the aggregate principal amount of \$48,906,000 pursuant to Chapter 4, Division 23 (Sections

32300 *et seq.*) of the California Health & Safety Code (the "*Authorizing Law*"), Chapter 3, Part 1, Division 2, Title 5 of the California Government Code and Resolution No. 1795;

WHEREAS, pursuant to the Authorizing Law, the District is authorized to direct Tulare County, California, in which jurisdiction the District is located (the "*County*"), to levy an *ad valorem* tax on all property within the District for the purpose of paying the principal and interest coming due on the 2014 Bonds,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF KAWEAH DELTA HEALTH CARE DISTRICT AS FOLLOWS:

Section 1. Recitals. All of the recitals herein are true and correct. To the extent that the Recitals relate to findings and determinations of the Board, the Board declares such findings or determinations to be made hereby.

Section 2. Tax Levy. For the purpose of paying the principal of and interest on the 2014 Bonds, and subject to the provisions below, the Board hereby directs the County to levy and collect, in each successive fiscal year, commencing with the District's fiscal year beginning July 1, 2020, and ending June 30, 2021 a tax sufficient to pay the annual interest on the 2014 Bonds as the same becomes due and also such part of the principal thereof as becomes due before the proceeds of a tax levied at the time for making the next general tax levy can be made available for the payment of such interest or principal. Attached to this Resolution as Exhibit A is the annual debt service schedule for the 2014 Bonds. Attached to this Resolution as Exhibit B is the property tax rate set by the Board for the fiscal year ending June 30, 2021.

The levy of taxes for the 2014 Bonds takes into account amounts on deposit in the General Obligation Refunding Bond Fund of the District established pursuant to Resolution No. 1795 of the District to pay debt service on the 2014 Bonds during such year as estimated by the Chief Financial Officer.

Said tax shall be in addition to all other taxes levied for District purposes, shall be levied and collected by the County at the same time and in the same manner as other taxes of the District are levied and collected, and shall be used only for the payment of the 2014 Bonds, and the interest thereon.

Pursuant to Sections 32127 and 32204 of the California Health & Safety Code, all taxes collected by the County pursuant to this Section 2 shall be paid into the treasury of the District and deposited forthwith in a special account of the District as set forth in Resolution No. 1795 of the District.

Section 3. Request for Necessary County Actions. The Board of Supervisors, the Treasurer, the Tax Collector, the Auditor and other officials of the County are hereby requested to take and authorize such actions as may be necessary pursuant to law to provide for the levy and collection of a property tax on all taxable property within the District sufficient to provide for the payment of all principal of, redemption premium (if any), and interest on the 2014 Bonds, as the same shall become due and payable, and

to transfer the tax receipts from such levy to the District for deposit into the District's General Obligation Refunding Bond Fund. The Chief Financial Officer is hereby authorized and directed to deliver certified copies of this Resolution to the clerk of the Board of Supervisors of the County, and the Treasurer, Tax Collector and Auditor of the County.

Section 4. Ratification. All actions heretofore taken by officials, employees and agents of the District with respect to the request and direction for the tax levy described herein are hereby approved, confirmed and ratified.

Section 5. General Authority. The President of the Board, the Secretary/Treasurer, the Chief Executive Officer and the Chief Financial Officer, and their respective designees, are each hereby authorized, empowered and directed in the name and on behalf of the District to take any and all steps, which they or any of them might deem necessary or appropriate in order to ensure that the County levies and collects the property taxes as described herein and otherwise to give effect to this Resolution.

Section 6. This Resolution shall take effect immediately upon enactment.

THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED by the Board of Directors of Kaweah Delta Health Care District on July 27, 2020 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Nevin House
President, Board of Directors
Kaweah Delta Health Care District

Attest:

David Francis
Secretary/Treasurer, Board of Directors
Kaweah Delta Health Care District

EXHIBIT A

BOND DEBT SERVICE

Kaweah Delta Health Care District of Tulare County, California
 General Obligation Refunding Bonds, Series 2014
 (Refunds Series 2004 G.O. Bonds)
 FINAL

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/01/2014			956,281.17	956,281.17	956,281.17
02/01/2015			950,997.85	950,997.85	
08/01/2015	1,089,000	** %	950,997.85	2,039,997.85	2,990,995.70
02/01/2016			930,734.35	930,734.35	
08/01/2016	1,193,000	** %	930,734.35	2,123,734.35	3,054,468.70
02/01/2017			908,535.15	908,535.15	
08/01/2017	1,301,000	** %	908,535.15	2,209,535.15	3,118,070.30
02/01/2018			884,325.80	884,325.80	
08/01/2018	1,412,000	** %	884,325.80	2,296,325.80	3,180,651.60
02/01/2019			858,044.95	858,044.95	
08/01/2019	1,530,000	** %	858,044.95	2,388,044.95	3,246,089.90
02/01/2020			829,571.50	829,571.50	
08/01/2020	1,651,000	** %	829,571.50	2,480,571.50	3,310,143.00
02/01/2021			798,844.10	798,844.10	
08/01/2021	1,779,000	** %	798,844.10	2,577,844.10	3,376,688.20
02/01/2022			765,734.30	765,734.30	
08/01/2022	1,913,000	** %	765,734.30	2,678,734.30	3,444,468.60
02/01/2023			730,134.10	730,134.10	
08/01/2023	2,054,000	** %	730,134.10	2,784,134.10	3,514,268.20
02/01/2024			691,907.70	691,907.70	
08/01/2024	2,211,000	** %	691,907.70	2,902,907.70	3,594,815.40
02/01/2025			650,759.75	650,759.75	
08/01/2025	2,380,000	** %	650,759.75	3,030,759.75	3,681,519.50
02/01/2026			606,469.35	606,469.35	
08/01/2026	2,550,000	** %	606,469.35	3,156,469.35	3,762,938.70
02/01/2027			559,011.15	559,011.15	
08/01/2027	2,725,000	** %	559,011.15	3,284,011.15	3,843,022.30
02/01/2028			508,297.60	508,297.60	
08/01/2028	2,917,000	** %	508,297.60	3,425,297.60	3,933,595.20
02/01/2029			454,010.45	454,010.45	
08/01/2029	3,113,000	4.090%	454,010.45	3,567,010.45	4,021,020.90
02/01/2030			390,349.60	390,349.60	
08/01/2030	3,328,000	4.090%	390,349.60	3,718,349.60	4,108,699.20
02/01/2031			322,292.00	322,292.00	
08/01/2031	3,547,000	4.090%	322,292.00	3,869,292.00	4,191,584.00
02/01/2032			249,755.85	249,755.85	
08/01/2032	3,803,000	4.090%	249,755.85	4,052,755.85	4,302,511.70
02/01/2033			171,984.50	171,984.50	
08/01/2033	4,066,000	4.090%	171,984.50	4,237,984.50	4,409,969.00
02/01/2034			88,834.80	88,834.80	
08/01/2034	4,344,000	4.090%	88,834.80	4,432,834.80	4,521,669.60
	48,906,000		25,657,470.87	74,563,470.87	74,563,470.87

EXHIBIT B

TAX RATE FOR FISCAL YEAR 2020-2021

.016874 per \$100 of assessed value

Kaweah Delta Health Care District
Board of Directors
Job Description: Hospital Board of Directors

PRIMARY RESPONSIBILITY - This Board's primary responsibility is to develop and follow the organization's mission statement, which leads to the development of specific policies in the four key areas of:

1. Quality Performance
2. Financial Performance
3. Planning Performance
4. Management Performance

The Board accomplishes the above by adopting specific outcome targets to measure the organization's performance. To accomplish this, the Board must:

- Establish policy guidelines and criteria for implementation of the mission. The Board also reviews the mission statements of any subsidiary units to ensure that they are consistent with the overall mission.
- Evaluate proposals brought to the Board to ensure that they are consistent with the mission statement. Monitor programs and activities of the hospital and subsidiaries to ensure mission consistency.
- Periodically review, discuss, and if necessary amend the mission statement to ensure its relevance.

QUALITY PERFORMANCE RESPONSIBILITIES - This Board has the final moral, legal, and regulatory responsibility for everything that goes on in the organization, including the quality of services provided by all individuals who perform their duties in our facilities or under Board sponsorship. To exercise this quality oversight responsibility, the Board must:

- Understand and acknowledge responsibility for the actions of all physicians, nurses, and other individuals who perform their duties in the organization's facilities.
- Review and carefully discuss quality reports that provide comparative statistical data about services, and set measurable policy targets to ensure continual improvement in quality performance.
- Carefully review recommendations of the medical staff regarding new physicians who wish to practice in the organization and are familiar with the termination and fair hearing policies.
- Reappoint individuals to medical staff using comparative outcome data to evaluate how they have performed since their last appointment.
- Appoint physicians to governing body committees and seek physician participation in the governance process to assist the Board in its patient quality-assessment responsibilities.
- Fully understand the Board's responsibilities and relationships with the medical staff and maintain effective mechanisms for communicating with them.
- Regularly receive and discuss malpractice data reflecting the organization's experience and the experience of individual physicians who have been appointed to the medical staff.

- The governing body shall adopt a Performance Improvement Plan and Risk Management Plan for the District and shall provide for resources and support systems to ensure that the plans can be carried out.
- Regularly receive and discuss data about medical staff to assure that future staffing will be adequate in terms of ages, numbers, specialties, and other demographic characteristics.
- Ensure that management reviews and assesses the attitudes and opinions of those who work in the organization to identify strengths, weaknesses, and opportunities for improvement.
- Monitor programs and services to ensure that they comply with policies and standards relating to quality.
- Take corrective action when appropriate and necessary to improve quality performance.

FINANCIAL PERFORMANCE RESPONSIBILITIES - Our Board has ultimate responsibility for the financial soundness of the organization. To accomplish this we:

- Annually review and approve the overall financial plans, budgets, and policies for implementation of those plans and budgets on a short and long term basis. The plan must include and identify in detail the objective of, and the anticipated sources of financing for each anticipated capital expenditure:
- Approve an annual audited financial statement prepared by a major accounting firm and presented directly to the Board of Directors.
- Approve any specific expenditure in excess of \$75,000, which is not included in the annual budget
- Approve financial policies, plans, programs, and standards to ensure preservation and enhancement of our assets and resources.
- Monitor actual performance against budget projections and review and adopt ethical financial policies and guidelines.
- Review major capital plans proposed for the organization and its subsidiaries.
- Approve all contracts, whether directly, or by authority delegated to a committee or to the Chief Executive Officer or his designee(s)

PLANNING PERFORMANCE RESPONSIBILITIES - The Board has the final responsibility for determining the future directions that the organization will take to meet the community's health needs. To fulfill this responsibility, the Board must:

- Review and approve a comprehensive strategic plan and supportive policy statements.
- Develop long term capital expenditure plans as a part of its long range strategic planning.
- Determine whether or not the strategic plan is consistent with the mission statement.
- Assess the extent to which plans meet the strategic goals and objectives that have been previously approved.
- Periodically review, discuss, and amend the strategic plan to ensure its relevance for the community.
- Regularly review progress toward meeting goals in the plan to assess the degree to which the organization is meeting its mission.

- Annually, the governing body shall meet with the leaders of the Medical Staff to review and analyze the health care services provided by the District and to discuss long range planning for the District.

MANAGEMENT PERFORMANCE RESPONSIBILITIES - The Board is the final authority regarding oversight of management performance by our Chief Executive Officer and support staff. To exercise this authority, the Board must:

- Recruit, employ, and regularly evaluate the performance of our Chief Executive Officer.
- Evaluate the performance of the CEO annually using goals and objectives agreed upon with the CEO at the beginning of the evaluation cycle.
- Communicate regularly with the CEO regarding goals, expectations, and concerns.
- Periodically survey CEO employment arrangements at comparable organizations to assure the reasonableness and competitiveness of our compensation package.
- Periodically review management succession plans to ensure leadership continuity.
- Establish specific performance policies which provide the CEO with a clear understanding of what the Board expects, and update these policies based on changing conditions.

The Board is also responsible for managing its own governance affairs in an efficient and successful way. To fulfill this responsibility, the Board must:

- Evaluate Board performance annually. Members of the governing body are elected by the public and, accordingly, are judged on their individual performance by the electorate.
- Maintain written conflict-of-interest policies that include guidelines for the resolution of existing or apparent conflicts of interest.
- Participate both as a Board and individually in orientation programs and continuing education programs both within the organization and externally. As such, the District shall reimburse reasonable expenses for both in-state and out-of-state travel for such educational purposes.
- Periodically review Board structure to assess appropriateness of size, diversity, committees, tenure, and turnover of officers and chairpersons.
- Assure that each Board member understands and agrees to maintain confidentiality with regard to information discussed by the Board and its committees.
- Assure that each Board member understands and agrees to adhere to the Brown Act ensuring that Board actions be taken openly and that deliberations be conducted openly.
- Adopt, amend, and if necessary repeal the articles and bylaws of the organization.
- Maintain an up-to-date Board policy manual, which includes specific policies covering oversight responsibilities in the area of quality performance, financial performance, strategic planning performance, and management performance.
- To review the District's Mission, Vision & Pillars statements every two years.

Board of Directors
Kaweah Delta Health Care Directors

Date

**Kaweah Delta Health Care District
Board of Directors
Job Description: Board President**

1. Keep the mission of the organization at the forefront and articulates it as the basis for all Board action.
2. Understands and communicates the roles and function of the Board, committees, medical staff, and management.
3. Understands and communicates individual Board member, Board leader, and committee chair responsibilities and accountability.
4. Acts as a liaison between the Board, management, and medical staff.
5. Plans agendas.
6. Presides over the meetings of the Board.
7. Presides over or attends other Board, medical staff, and other organization meetings.
8. Enforces Board and hospital bylaws, rules, and regulations (such as conflict of interest and confidentiality policies).
9. Appoints Board committee chairs and members in a consistent and systematic approach.
10. Acts as a liaison between and among other Boards in the healthcare system.
11. Establishes Board goals and objectives and translates them into annual work plans.
12. Directs the committees of the Board, ensuring that the committee work plans flow from and support the hospital and Board goals, objectives, and work plans.
13. Provides orientation, training, and mentorship for new Board members.
14. Arranges continuing education for the Board.
15. Ensures effective Board self-evaluation.
16. Builds cohesion among the leadership team of the Board President, CEO, and medical staff leaders.
17. Leads the CEO performance objective and evaluation process.
18. Plans for Board leadership succession.

President, Board of Directors
Kaweah Delta Health Care District

Date

**Kaweah Delta Health Care District
Board of Directors
Job Description: Board Vice President**

In addition to meeting all of the responsibilities of a member of the Board, the Board Vice President understands the responsibilities of the Board President (chair) and the Secretary/Treasurer and is available to perform these duties in the Chair's or Secretary/Treasurer's absence.

Vice President, Board of Directors
Kaweah Delta Health Care District

Date

Kaweah Delta Health Care District Board of Directors

Job Description: Individual Board Member

As Boards of directors have basic collective responsibilities, Board members are also entrusted with individual responsibilities as a part of Board membership. The obligations of Board service are considerable; they extend well beyond any basic expectations of attending meetings. Individual Board members are expected to meet higher standards of personal conduct on behalf of their organization than what is usually expected of other types of volunteers.

Yet, despite all these “special” responsibilities, Board members as individuals have no special privileges, prerogatives, or authority; they must meet in formal session to negotiate and make corporate decisions. The undertaking of serving as a Board member is a complex one indeed.

Considering the complexities of Board membership, a clear statement of individual Board member responsibilities adapted to the organization’s needs and circumstances can service many purposes including clarifying expectation before candidate’s files for a seat that is up for election on the Kaweah Delta Board of Directors.

GENERAL EXPECTATIONS

- Knowing the organization’s mission, purposes, goals, policies, programs, services, strengths, and needs.
- Performing the duties of Board membership responsibly and conforming to the level of competence expected from Board members as outlined in the duties of care, loyalty, and obedience as they apply to nonprofit Board members.
- Serving in leadership positions and undertaking special assignments willingly and enthusiastically.
- Avoiding prejudiced judgments on the basis of information received from individuals and urging those with grievances to follow established policies and procedures through their supervisors. (All matters of potential significance should be called to the attention of the executive and the Board’s elected leader as appropriate.)
- Following trends in the organization’s field of interest.
- Bringing good will and a sense of humor to the Board’s deliberations.

MEETINGS

- Preparing for and participating in Board and committee meetings, including appropriate organizational activities.
- Asking timely and substantive questions at Board and committee meetings consistent with the Board member’s conscience and convictions, while at the same time supporting the majority decision on issues decided by the Board.
- Maintaining confidentiality of the Board’s executive sessions, and speaking for the Board or organization only when authorized to do so.
- Suggesting agenda items periodically for Board meetings; review and approval, of committee meeting agendas, by the committee chair to ensure that significant, policy-related matters are addressed.

RELATIONSHIP WITH STAFF

- Counseling the chief executive as appropriate and supporting him or her through often difficult relationships with groups or individuals.
- Avoiding asking for special favors of the staff, including special requests for extensive information, without at least prior consultation with the chief executive, Board or appropriate committee chairperson.

AVOIDING CONFLICTS

- Serving the organization as a whole rather than any special interest group or constituency. Regardless of whether or not the Board member was invited to fill a vacancy reserved for a certain constituency or organization, his/her first obligation is to avoid any preconception that he/she “represents” anything but the organization’s best interests.
- Avoiding even the appearance of a conflict of interest that might embarrass the Board or the organization; disclosing any possible conflicts to the Board in a timely fashion.
- Maintaining independence and objectivity and doing what a sense of fairness, ethics, and personal integrity dictate, even though not necessarily being obliged to do so by law, regulation, or custom.
- Never accepting (or offering) favors or gifts from (or to) anyone who does business with the organization.
- The Board shall assess the adequacy of its conflict-of-interest/confidentiality policies and procedures at least every two years.

FIDUCIARY RESPONSIBILITIES

- Exercising prudence with the Board in the control and transfer of funds.
- Faithfully reading and understanding the organization’s financial statements and otherwise helping the Board fulfill its fiduciary responsibility.

Board of Directors
Kaweah Delta Health Care District

Date

Privileges in Critical Care, Pulmonary & Sleep Medicine

Name: _____

Please Print

CRITICAL CARE CORE PRIVILEGES

Education & Training: M.D. or D.O. and Successful completion of an ACGME or AOA accredited program in the relevant medical specialty **AND** Successful completion of an accredited fellowship in critical care medicine and/or current subspecialty certification or active participation in the examination process leading to subspecialty certification in critical care medicine by the ABMS or AOA Boards within the timeframe determined by the certifying board
Current Clinical Competence: Documentation of provision of inpatient care to at least fifty (50) patients in the CCU over the past 24 months or completion of residency or clinical fellowship within the past 12 months.
OR *CA licensed physicians involved in their 2nd or 3rd year Critical Care Fellowship Program

Renewal Criteria: Minimum 60 cases required in the past two years **AND** Maintain current certification or active participation in the examination process leading to certification in Critical Care Medicine by the ABMS or AOA Board.

FPPE Requirement: Minimum of 8 of the following cases reviewed concurrently or retrospectively, To include: 5 diverse admissions

Request	Procedure	Approve
<input type="checkbox"/>	Privileges include: Privileges to evaluate, diagnose, perform history and physical exam, provide treatment or consultation to patients 14 years of age and older, with multiple organ dysfunction and in need of critical care AND <ul style="list-style-type: none"> • Airway management, including intubation • Arterial puncture and cannulation • Cardiopulmonary resuscitation • Cardioversion and defibrillation • Central venous and pulmonary artery catheter insertion • Lumbar puncture • Needle and tube thoracostomy • Paracentesis • Thoracentesis • Tracheostomy/cricothyroidotomy, emergency • Transthoracic Echocardiography 	<input type="checkbox"/>
<input type="checkbox"/>	Admitting Privileges (Must request and maintain inpatient contact volume for Courtesy or Active Staff Status)	<input type="checkbox"/>

ADVANCED PRIVILEGES

(Must meet the criteria for Critical Care Core Privileges)

Request	Procedure	Initial Criteria	Renewal Criteria	FPPE	Approve
<input type="checkbox"/>	Flexible Therapeutic bronchoscopy	Documentation of 5 procedures in the last 2 years.	5 procedures in the last 2 years.	Minimum of 2 cases concurrently	<input type="checkbox"/>
<input type="checkbox"/>	Pericardiocentesis, emergency	Documentation of 5 procedures in the last 2 years.	5 procedures in the last 2 years.	Minimum of 2 cases concurrently	<input type="checkbox"/>

PULMONARY CORE PRIVILEGES

Education & Training: M.D. or D.O. and Successful completion of an ACGME or AOA-accredited fellowship in pulmonary medicine. **AND** ACLS Certification unless boarded in Critical Care **AND** Current certification or active participation in the examination process leading to certification in Pulmonary Disease OR Critical Care by the American Board of Internal Medicine or the American Osteopathic Board of Internal Medicine within the timeframe determined by the certifying board
Current Clinical Competence: Documentation of provision of inpatient care to at least fifty (50) patients over the past 24 months or completion of residency or clinical fellowship within the past 12 months.
OR *CA licensed physicians involved in their 2nd or 3rd year Pulmonary Fellowship Program

Renewal Criteria: Minimum ~~400~~ 50 cases required in the past two years **AND** Maintenance of certification or active participation in the examination process leading to certification in Pulmonary Disease OR Critical Care by the American Board of Internal Medicine or the American Osteopathic Board of Internal Medicine **AND** ACLS Certification unless boarded in Critical Care.

FPPE Requirements: Minimum of 5 diverse admissions concurrently or retrospectively (Critical Care Core can be counted)

Request	Procedure	Approve
<input type="checkbox"/>	Core Privileges include: Evaluate, diagnose, consult, perform history and physical exam, and provide treatment and consultation to patients with disorders chest or thorax AND <ul style="list-style-type: none"> • Airway Management, including intubation • Arterial puncture and cannulation • Central venous and pulmonary artery catheter insertion • Inhalation challenge studies • Pulmonary function testing interpretation • Thoracentesis and related procedures 	<input type="checkbox"/>
<input type="checkbox"/>	Admitting Privileges (Must request and maintain inpatient contact volume for Courtesy or Active Staff Status)	<input type="checkbox"/>

ADVANCED PRIVILEGES

(Must meet the criteria for Pulmonary Core Privileges)

Request	Procedure	Initial Criteria	Renewal Criteria	FPPE	Approve
<input type="checkbox"/>	Flexible diagnostic bronchoscopy with Transbronchial biopsies	Documentation of 5 procedures in the last 2 years.	5 procedures in the last 2 years.	Minimum of 3 cases concurrently	<input type="checkbox"/>
<input type="checkbox"/>	Flexible diagnostic bronchoscopy with Endobronchial biopsies	Documentation of 5 procedures in the last 2 years.	5 procedures in the last 2 years.	Minimum of 3 cases concurrently	<input type="checkbox"/>

SLEEP MEDICINE CORE PRIVILEGES					
<p>Education & Training: M.D. or D.O. and Successful completion of an ACGME or AOA-accredited fellowship in sleep medicine, AND ACLS Certification unless boarded in Critical Care AND/OR Current sub-specialty certification or active participation in the examination process leading to certification within the time frame determined by the certifying board in Sleep Medicine by the by the relevant ABMS board or completion of a CAQ by the relevant AOA board. Current certification by the AASM is acceptable for applicants who became certified prior to 2007.</p> <p>Current Clinical Competence: <u>Documentation of provision of care to at least fifty (50) patients over the past 24 months or completion of residency or clinical fellowship within the past 12 months.</u></p> <p>Renewal Criteria: Minimum of 40050 cases required in the past two years AND Maintenance of certification or active participation in the process leading to certification in Sleep Medicine OR completion of a CAQ by the relevant AOA board. Current certification by the AASM is acceptable for applicants who became certified prior to 2007 AND Documentation of 10 Cat I or II CME hours in sleep medicine.</p> <p>FPPE Requirements: Minimum of 3 cases reviewed concurrently or retrospectively</p>					
Request	Procedure				Approve
<input type="checkbox"/>	<p>Core Privileges include: Evaluate, diagnose, consult, perform history and physical exam, and provide treatment to patients presenting with conditions or sleep disorders AND</p> <ul style="list-style-type: none"> • Actigraphy • Home/ambulatory testing • Maintenance of wakefulness testing • Monitoring with interpretation of EKGs, electroencephalograms, electro-oculographs, electromyographs, flow, oxygen saturation, leg movements, thoracic and abdominal movement, and CPAP/BI-PAP titration <ul style="list-style-type: none"> • Multiple sleep latency testing • Oximetry • Polysomnography (including sleep stage scoring) • Sleep log interpretation 				<input type="checkbox"/>
<input type="checkbox"/>	Admitting Privileges (Must request and maintain inpatient contact volume for Courtesy or Active Staff Status)				<input type="checkbox"/>
ADVANCED PRIVILEGES (Must meet the criteria for Sleep Medicine Core Privileges)					
Request	Procedure	Initial Criteria	Renewal Criteria	FPPE	Approve
<input type="checkbox"/>	<u>Polysomnography (including sleep stage scoring)</u>	<u>Documentation of 400 in the last 2 years.</u>	<u>400 in the last 2 years.</u>	<u>Minimum of 20 cases concurrently</u>	<input type="checkbox"/>
ADDITIONAL PRIVILEGES (Must also meet the Criteria Above)					
Request	Procedure	Initial Criteria	Renewal Criteria	FPPE	Approve
<input type="checkbox"/>	Administration of Moderate Sedation	Successful completion of KDHCD sedation exam	Successful completion of KDHCD sedation exam	None	<input type="checkbox"/>
<input type="checkbox"/>	Percutaneous tracheostomy	Documentation of training and 10 procedures in the last 2 years	Minimum of 5 cases required in last 2 years	5 direct observation	<input type="checkbox"/>
<input type="checkbox"/>	Fluoroscopy Privileges	Current and valid CA Fluoroscopy supervisor and Operator Permit or a CA Radiology Supervisor and Operator Permit AND pass KD annual safe fluoroscopy practices exam within 3 weeks of granting privilege	Current and valid CA Fluoroscopy supervisor and Operator Permit or a CA Radiology Supervisor and Operator Permit AND pass KD annual safe fluoroscopy practices exam	None	<input type="checkbox"/>

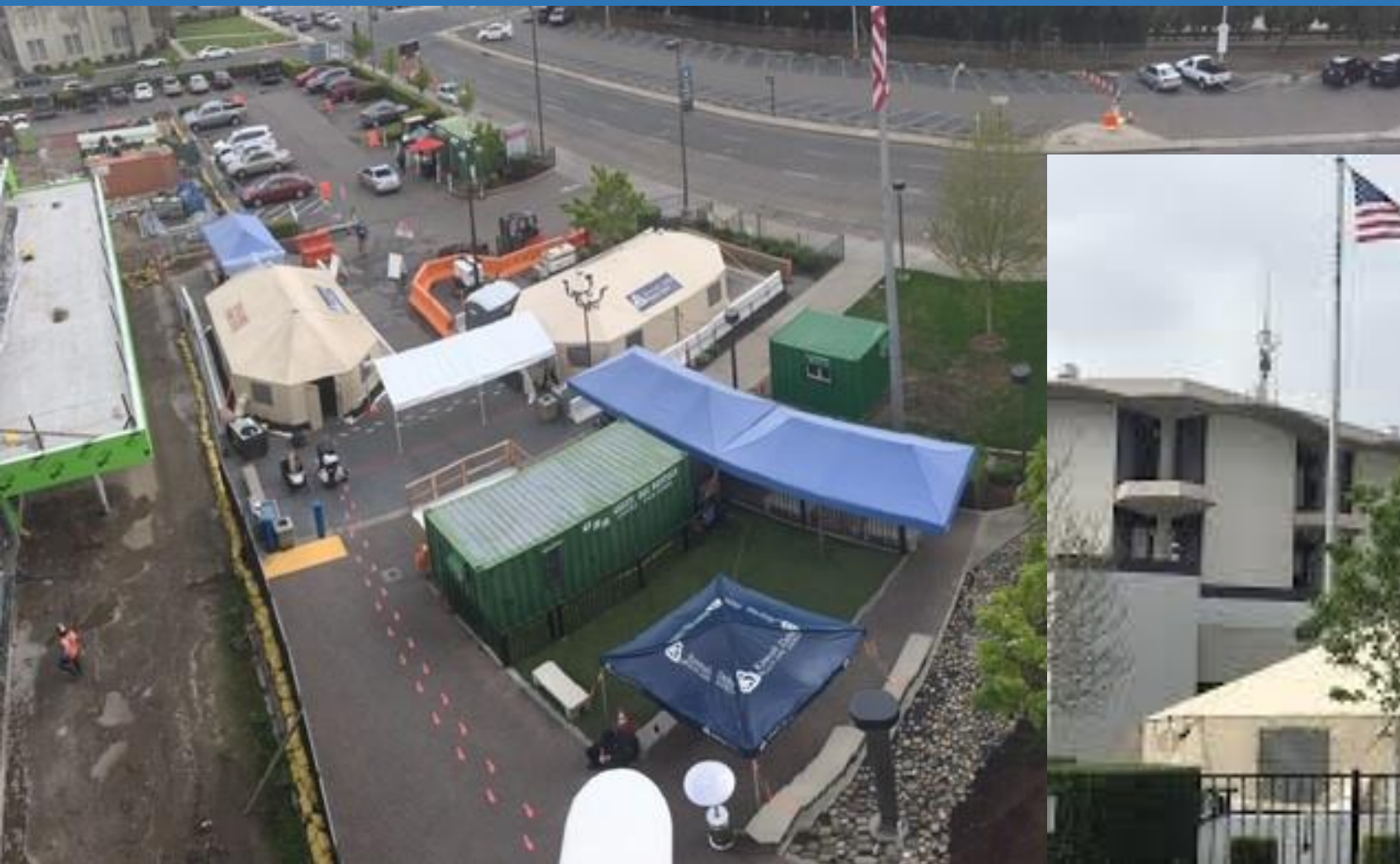
Acknowledgment of Practitioner:

I have requested only those privileges for which by education, training, current experience and demonstrated performance I am qualified to perform and for which I wish to exercise and I understand that

- (a) In exercising any clinical privileges granted, I am constrained by any Hospital and Medical Staff policies and rules applicable generally and any applicable to the particular situation.
- (b) **Emergency Privileges** – In case of an emergency, any member of the medical staff, to the degree permitted by his/her license and regardless of department, staff status, or privileges, shall be permitted to do everything reasonably possible to save the life of a patient from serious harm.

Signature: _____
Applicant Date

Signature: _____
Department of Critical Care, Pulmonology, Adult Hospitalist Medicine Chairman _____
Date



EMERGENCY DEPARTMENT July 2020

		MARCH 2020		APRIL 2020		MAY 2020	
GENERAL METRICS		KDHCD	GOAL	KDHCD	GOAL	KDHCD	GOAL
	ED Volume	5955		4174		5033	
	Percent of Patients Left Without Being Seen	1.2%	1.5%	0.3%	1.5%	0.5%	1.5%
	Percent of Patients Left During Treatment	2.1%	1.5%	1.1%	1.5%	2.0%	1.5%
	Percent of Patients Left Against Medical Advice	1.1%	NA	1.0%	NA	1.0%	NA
	Percent of Patients Admitted	25%	NA	29%	NA	29%	NA
	Percent of Patients Discharged	67%	NA	64%	NA	63%	NA
			CMS State		CMS State		CMS State
			Benchmark		Benchmark		Benchmark
ED THROUGHPUT METRICS							
	Median Length of Stay in Minutes for Admitted Patient (Hours)	445 (7.42)	407 (6.8)	376 (6.26)	407 (6.8)	410 (6.8)	407 (6.8)
	Median Length of Stay in Minutes for Discharged Patient (Hours)	200 (3.3)	186 (3.1)	191 (3.2)	186 (3.1)	209 (3.5)	186 (3.1)
	Median Length of Stay in Minutes for Admit Decision to ED Depart (Hours)	244 (4.1)	197 (3.3)	206 (3.4)	197 (3.3)	222 (3.7)	197 (3.3)
	Average Length of Stay in Minutes for Admitted Mental Health Patients (Hours)	657 (10.9)		810 (13.5)		791 (13.2)	
CENSUS TOTALS BY DISPOSITION							
	Number of Patients Arriving by Ambulance	1793		1501		1622	
	Number of Trauma Patients	162		141		163	
	Number of Patients Admitted	1504		1222		1465	
	Number of Patients Discharged	4006		2672		3183	
	Number of Mental Health Patients Admitted	70		90		108	
PATIENT EXPERIENCE			GOAL		GOAL		GOAL
*90TH PERCENTILE	Emergency Room Overall Care Percent 9S-10S	64.36%	62%	72.77%	62%	62.86%	62%
	Would Recommend Percent Definitely YES	77.42%	76%	87.56%	76%	79.25%	76%
	KEY	> 10% Above Benchmark/Goal		Within 10% of Benchmark/Goal		Outperforming or Meeting Benchmark/Goal	
		255/324					

**2019-2020 LENGTH OF STAY - DISCHARGED PATIENTS
(MEDIAN)**



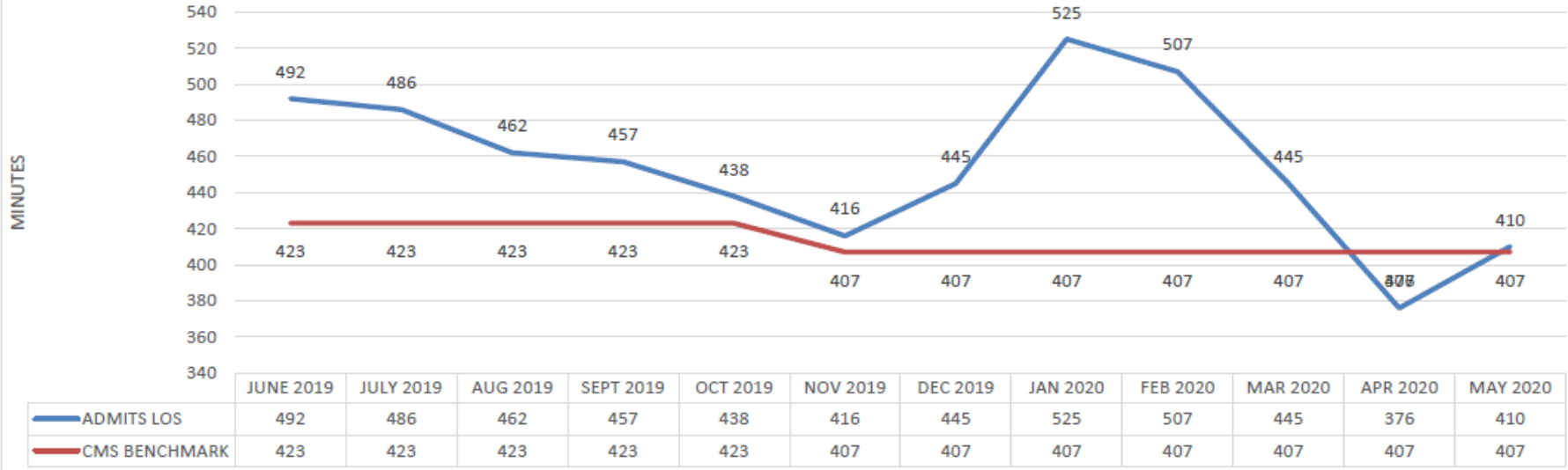
	JUNE 2019	JULY 2019	AUG 2019	SEPT 2019	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020
DISCHARGE LOS	258	256	225	217	212	205	206	207	208	200	191	209
CMS BENCHMARK	204	204	204	204	204	204	186	186	186	186	186	186

2019-2020 ED % PATIENTS THAT LWOT

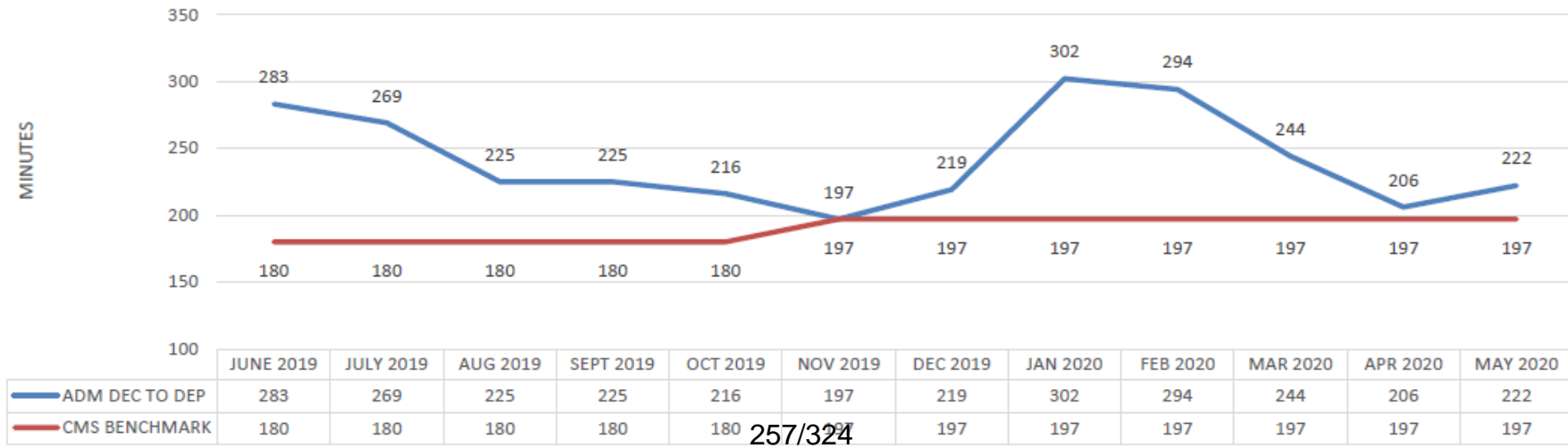


	JUNE 2019	JULY 2019	AUG 2019	SEPT 2019	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020
%LWOT	1.5%	2.0%	2.0%	1.3%	1.0%	1.1%	1.1%	1.4%	1.8%	1.2%	0.3%	0.5%
GOAL	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%

2019-2020 LENGTH OF STAY - ADMITTED PATIENTS



**2019-2020 ADMIT DECISION TO ED DEPART- ADMIT PATEINTS
(MEDIAN)**



Emergency Department Strategic Plan Framework 2020

	Strategic Initiative	Metrics	Strategies/ Tactics
<p>Our Mission</p> <p>Health is our passion. Excellence is our focus. Compassion is our promise.</p>	<p>Throughput/Operational Efficiency <i>Through effective processes and practices, we will achieve maximum productivity with minimum wasted effort or expense.</i></p>	<ul style="list-style-type: none"> • Length of Stay/Discharge – 186 min (CMS benchmark) • Left Without Being Seen – 1.5% • Time from DC order to actual time left ED – <30 min • Zone 6 Door to Door – 95 min • EMS Wall Holds – 30 min or less 	<ul style="list-style-type: none"> • Provider at Triage • Design Flow Coordinator Role • ED Team Huddles • Zone 6 Door to Doc Time • Zone 6 Appropriate Triage • Implementation of MDI Board
<p>Our Vision</p> <p>To be your world-class healthcare choice, for life.</p>	<p>Kaweah Care Culture <i>Promote a professional and accountable culture that develops, supports, and sustains high performing people and teams in a great place for providers to practice, employees to work, and patients to receive excellent compassionate care.</i></p>	<ul style="list-style-type: none"> • Employee Experience Score – 3.8 • Physician Experience – Deploy survey and collect baseline • Overall Patient Experience Score – 50th percentile 	<ul style="list-style-type: none"> • Deploy Team/Physician Surveys (6 months?) • Pearls and Pitfalls • Social Events • Two Call-Backs Per Shift by Providers • Weekly Rounds with EVS • Patient Navigator (7 days a week) • Leadership Rounding • Breakfast of Champions (quarterly) • Staff Recognition/Star Board/Shirt • ED Employee of the Month
<p>Our Pillars</p> <p>Achieve <i>outstanding community health</i></p>	<p>Outstanding Health Outcomes <i>To achieve and sustain exceptional health outcomes through the consistent application of best practices and innovative approaches.</i></p>	<ul style="list-style-type: none"> • Blood Culture Contamination Rates – 3% • Sepsis – 70% bundle initiation • Stroke – 95% TPA within 45 min • ENPC Go Live – September 2021 • Medication Hx Collection – 50% 	<ul style="list-style-type: none"> • Multidisciplinary Rounds • Standardize draw kits • CUSP Project for Medication Hx Collection • Medication Historian (Pharmacy)
<p>Deliver <i>excellent service</i></p> <p>Provide an <i>ideal work environment</i></p>	<p>Strategic Growth and Innovation <i>Identify and seize new opportunities for growth, innovation, and community engagement</i></p>	<ul style="list-style-type: none"> • Increase SIM Lab Usage – 6 per Year • ATLS – Go live by 2021 • Street Medicine – 500 Visits in 2020 • Implementation of Managing Daily Improvement (MDI) • Begin Development of Pediatric Zone • Explore Geriatric Care 	<ul style="list-style-type: none"> • Zone 4 • Meds to Beds • Trauma Level II • MDI Board • Pediatric Project Team to Develop Plan
<p>Empower through <i>education</i></p> <p>Maintain <i>financial strength</i></p>	<p>High Performing OP Delivery Network <i>Improve care coordination and maximize access to care.</i></p>	<p>Decrease High Utilization by:</p> <ul style="list-style-type: none"> • 60% Receive PMD Appointment • Link 20 Patients to Bridge Program 	<ul style="list-style-type: none"> • Increase collaboration with Bridge team • Increase utilization of CDMC, IR Clinic, and Urgent Care • Collaboration with C.M. for patient follow-ups • Care Advocates • California Bridge Programs

Emergency Department

Quality Project Update on Strategies for Improvement

Date: July 27th, 2020

Strategies for Improvement:

Patient Satisfaction:

- Daily ED Leadership Rounding on Patients and Staff to provide real-time service recovery and recognition (Enter into My Rounding)
- ED Nursing and Physician Leadership phone calls to provide follow up and service recovery to patients and families
- ED staff to adhere to the Standards of Behavior
- Enhanced responsiveness to patient feedback through Bivaris
- Care Advocates for PMD appointments and urgent specialty referrals.
- Sim Center training for difficult encounters
- Working on designing ways to improve communication with families in midst of strict visitation rules

Throughput:

- Continue to work on getting data in regards to imaging and lab turnaround times to assess for areas of delay and to identify opportunities for performance improvement
- Continue to work with Mental Health Leadership to improve the triage and disposition of Mental Health patients and to decrease length of stay
- Continue to investigate options to help facilitate throughput and significantly decrease length of stay for discharged patients and admitted patients
- Continue to work on strategic plans to address times of patient surge
- Work on the development of an ED call center
- Collaboration amongst medical staff for Covid-19 clinical best practices.
- Zone 4 opening for care of mental health patients and Zone 3 converted to medical surgical patients

Sepsis Treatment:

- Schedule ED and GME education/awareness of Sepsis Bundle and order set usage
- Initiate Sepsis Order set and follow appropriately. Catch up Sepsis order set in development.
- Develop electronic checklist reminder for RN when order set is used
- Pilot project utilizing Secure texting to communicate documentation needs to avoid fallouts.

Emergency Department Upcoming Technology Advancements

- LUCAS CPR Machine
- Nitrous Oxide Machine for mild sedation
- Q Butterfly handheld Ultrasound

Construction Updates

- Zone 5 on schedule at this point to be completed Spring/Summer 2021
- Future planning regarding preparing for upcoming Flu season and continued COVID care

QUESTIONS ?

Board of Directors

Infection Prevention Quality Report

July 2020

Acronyms and clinical definitions:

- Central Line Associated Bloodstream Infection (CLABSI): an event in which an intravenous line that terminates in a large blood vessel near or at the heart is implicated as the source of a patient's bloodstream infection while admitted to the hospital.
- Methicillin Resistant Staphylococcus aureus bloodstream infection (MRSA BSI): A Bloodstream infection caused by Methicillin Resistant Staphylococcus aureus bacteria after day 3 of a hospital admission.
- Catheter Associated Urinary Tract Infection (CAUTI): an event in which an indwelling urinary catheter is implicated as the source of a patient's urinary tract infection.
- Surgical Site Infection (SSI): an event in which a superficial (SIP), deep (DIP) or an organ space infection occurs within 30 to 90 days post-operatively and is attributed to the hospital in which the procedure was performed.
 - Colon surgery (COLO): an organ space SSI involving the large intestine.
 - Total Abdominal Hysterectomy (HYST): an organ space SSI involving removal of the uterus through the abdomen.
 - Cesarean Section (CSEC): a SSI (SIP/DIP) involving a C-section procedure for removal of the fetus from the uterus through the abdomen.
 - Spinal Fusion (FUSN): a SSI (SIP/DIP) involving a procedure in which the vertebrae of the spine are joined into a single structure.

CLABSI – KDHCD

All Units – 2019 to 2020 1st QTR

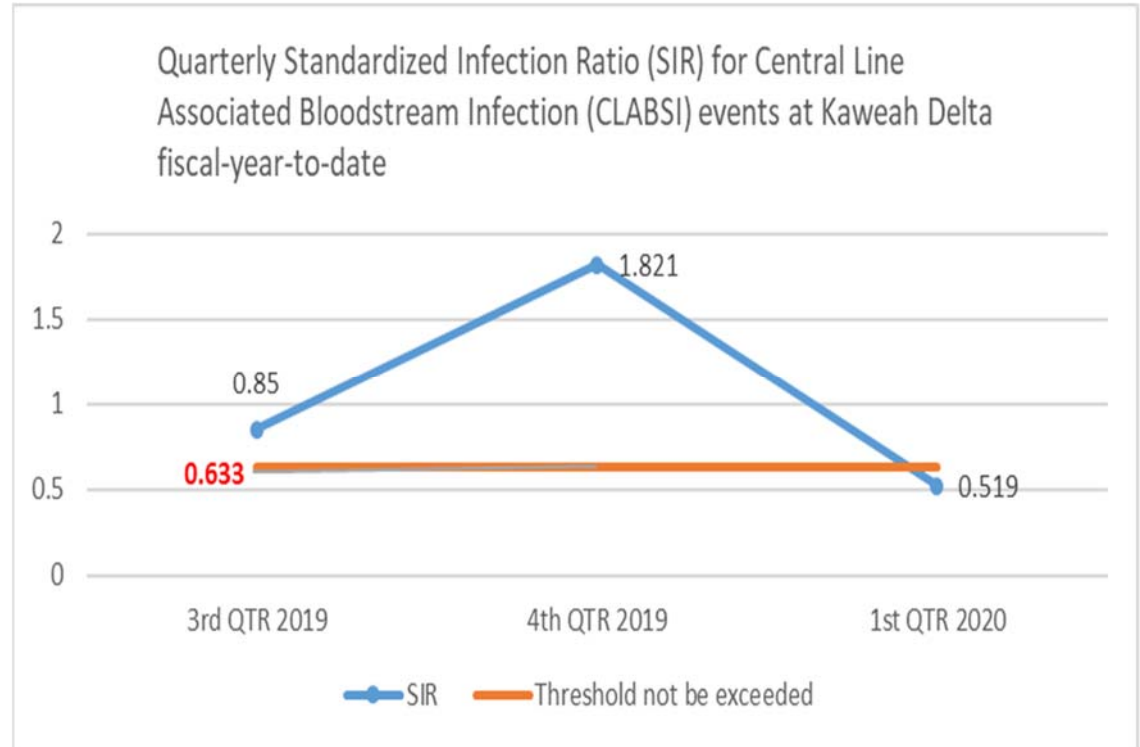
Define: Central line associated bloodstream infections (CLABSI) are infections that occur as a result of insertion or maintenance of a central line.

Measure: Standardized Infection Ratio of 0.633 or less. In other words less than 10 CLABSI events per year, with the goal of zero events for the year.

Analyze: It has been a dynamic 2019-2020 fiscal year. During February, the CLABSI Kaizen Project was initiated. Top four root causes identified by the subject matter experts include: 1) Line necessity, 2) Bundle Practice, 3) Education, and 4) the culture of culturing.

Improve: The pandemic has certainly impacted many of planned activities to reduce CLABSI events. However, several interventions that address the “culture-of-culturing”, “just-in-case-culture”, have been implemented as well as enhanced education. The IV Safety Team disbanded to help free up Float Pool personnel to work on the units. CLABSI “GEMBA” unit rounds replaced the activity of the IV Safety Team. Now all staff actively perform interventions to reduce CLABSI events. CLABSI “GEMBA” unit rounds have been very successful. As of 6/15/2020, the Fiscal Year To Date SIR for CLABSI = 0.81, the lowest it has been for years.

Control: CLABSI reduction interventions are still new. There is still a lot of work ahead of us to achieve zero CLABSI events for 12-months of greater.



MRSA BSI – KDHCD All Units – 2019 to 2020 1st QTR

Define: Bloodstream infection caused by Methicillin Resistant Staphylococcus aureus bacteria after day 3 of a hospital admission.

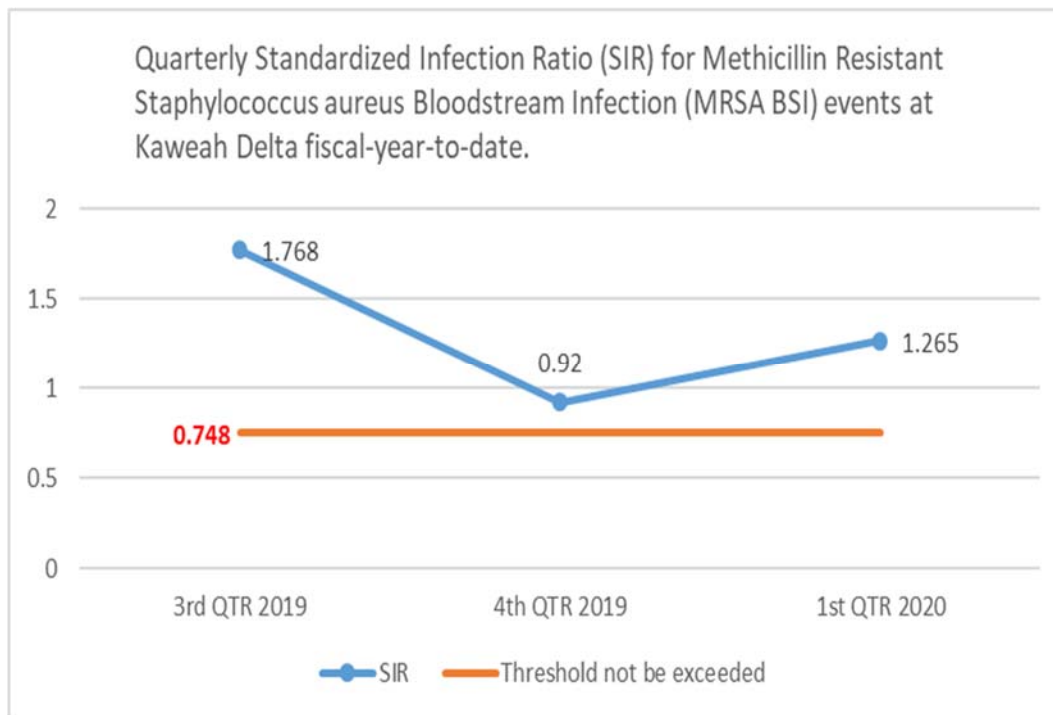
Measure: Standardized Infection Ratio of 0.748 or less. In other words less than 6 MRSA BSI events per year, with the goal of zero events for the year.

Analyze: An association between expired peripheral IV lines and MRSA bloodstream infections was an established theory at Kaweah Delta. Through the efforts of the IV Safety Team and more recently the CLABSI “GEMBA” unit rounds, it is apparent the “Culture-of-Culturing” is a problem that contributes to the identification of MRSA BSI events.

Improve: Interventions related to CLABSI reduction also contribute to reduction of MRSA BSI events, so mid-fiscal year 2019-2020, the MDRO Committee split. MRSA BSI reduction planning efforts were conjoined with CLABSI reduction. Additionally, Kaweah Delta was identified as one of a few hospitals in the State of California with the highest MRSA BSI rates. Kaweah Delta agreed to join a project led by the State to determine what makes hospitals like Kaweah Delta different when it comes to MRSA BSI events. While there was great work underway to identify contributing factors, the COVID-19 Pandemic ensued and efforts to further evaluate what may be causing increased MRSA BSI rates in a small group of large medical centers in California was put on hold indefinitely.

In response, Kaweah Delta is addressing the “Culture-of-Culturing” in part as an initiative of the CLABSI Kaizen Project and in part an initiative of its own. We are also implementing the use of the Biovigil electronic hand hygiene compliance system extensively throughout the hospital to decrease the risk of hand contamination resulting in MRSA BSI events.

Control: MRSA BSI reduction interventions are underway. There is still a lot of work ahead of us to achieve zero MRSA BSI events for 12-months of greater.



HO CDI – KDHCD All Units – 2019 to 2020 1st QTR

Define: A Clostridium difficile infection that is identified after day 3 of hospital admission.

Measure: Standardized Infection Ratio of 0.646 or less. In other words less than 10 healthcare-onset Clostridium difficile events per year, with the goal of zero events for the year.

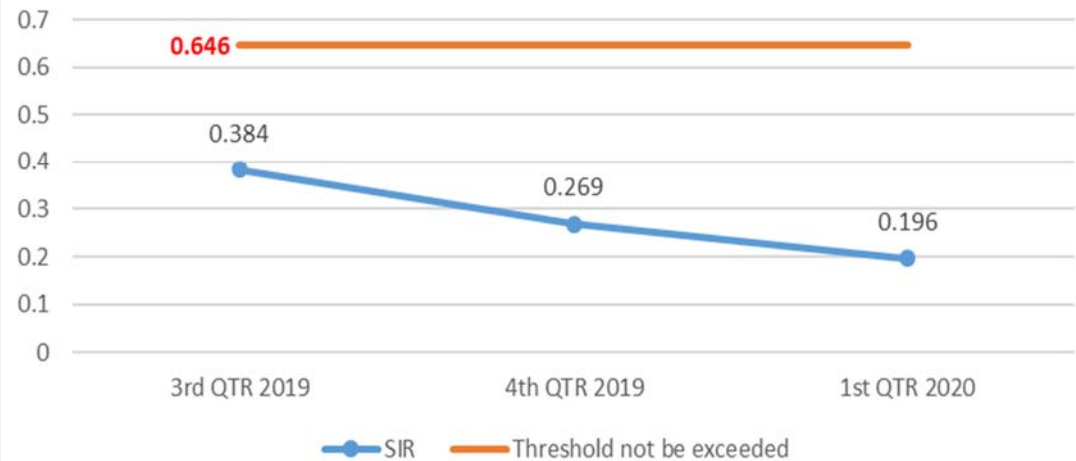
Analyze: There have been 7 healthcare-onset Clostridium difficile infection events for the 2019-2020 fiscal year. For the same period, 44 of these events were predicted.

Improve: Current interventions such as the C-difficile algorithm for testing, along with proactive efforts to ensure appropriate C. difficile testing have been successful at reducing healthcare-onset Clostridium difficile infection.

Control: Metric is under control.

264/324

Quarterly Standardized Infection Ratio (SIR) for Healthcare Onset Clostridium difficile Infections (HO CDI) events at Kaweah Delta fiscal-year-to-date.



CAUTI – KDHCDC

All Units – 2019 to 2020 1st QTR

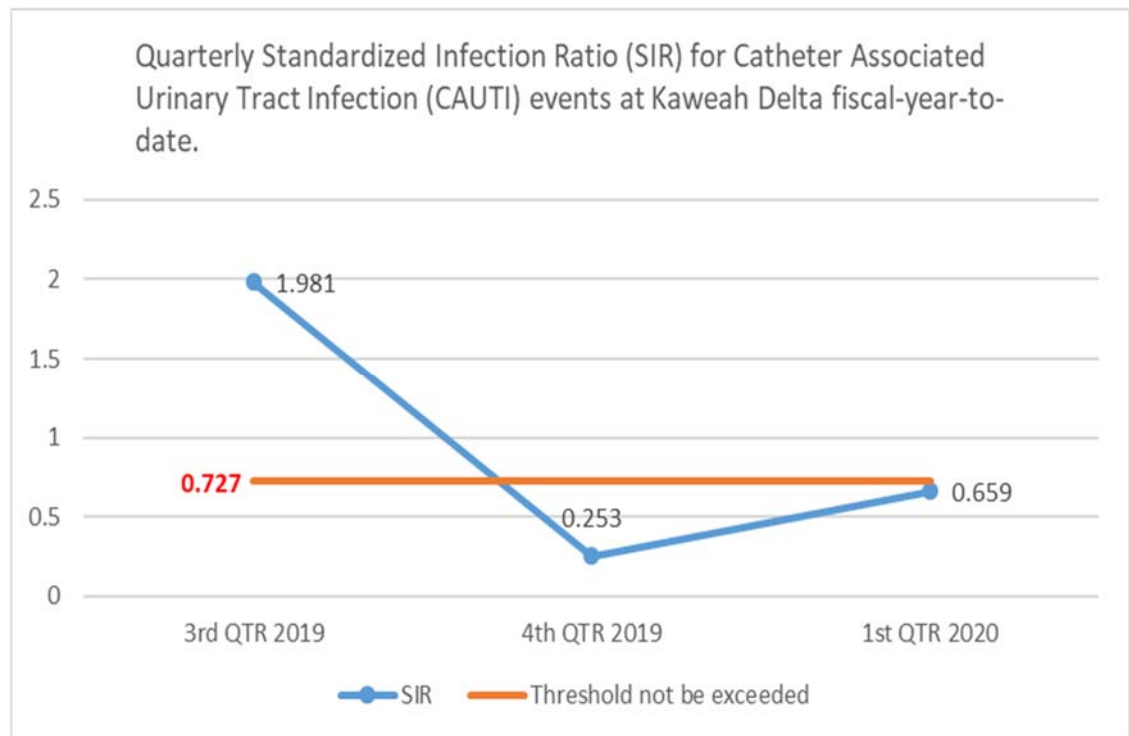
Define: Catheter Associated Urinary Tract Infection (CAUTI) is an infection that occurs because of insertion or maintenance of an indwelling urinary catheter.

Measure: Standardized Infection Ratio of 0.727 or less. In other words less than 12 events a year, with the goal of zero events for the year.

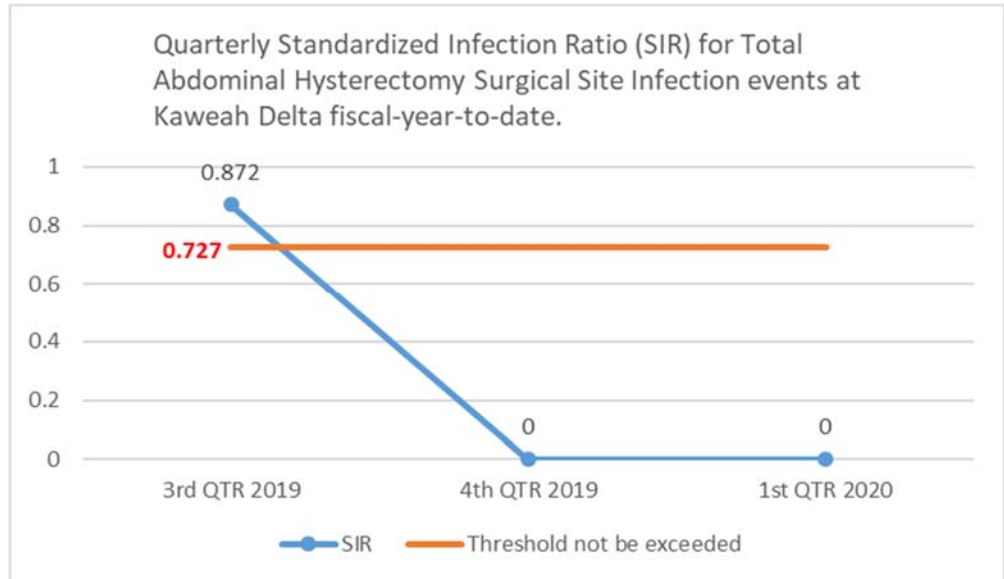
Analyze: CAUTI increased through the latter part of the fiscal year. Lacking peri-care, patient bathing and prolonged use of indwelling urinary catheters beyond their indication are some contributing factors for increased CAUTI events. Additionally, indiscriminate urine culture practices have resulted in identification of bacteria colonizers within the urinary tract. During February, the CAUTI Kaizen Project was initiated. Interventions related to care and maintenance of indwelling urinary catheters (IUCs), early removal of IUCs, alternatives to IUCs and measures to reduce unnecessary urine specimen culture testing were implemented late March, early April. Along with these interventions, CAUTI “GEMBA” unit rounds are performed daily, bringing attention to reducing CAUTI events.

Improve: Through implementation of some interventions initiated as part of the CAUTI Kaizen Project, the CAUTI SIR for April is 0.93 the lowest seen in years. There is more work being done related to addressing variables that cause CAUTI events. Under development currently is a physician order for urine culture that will drive the provider toward ordering urine cultures when clinically indicated, based on specific evidence-based parameters.

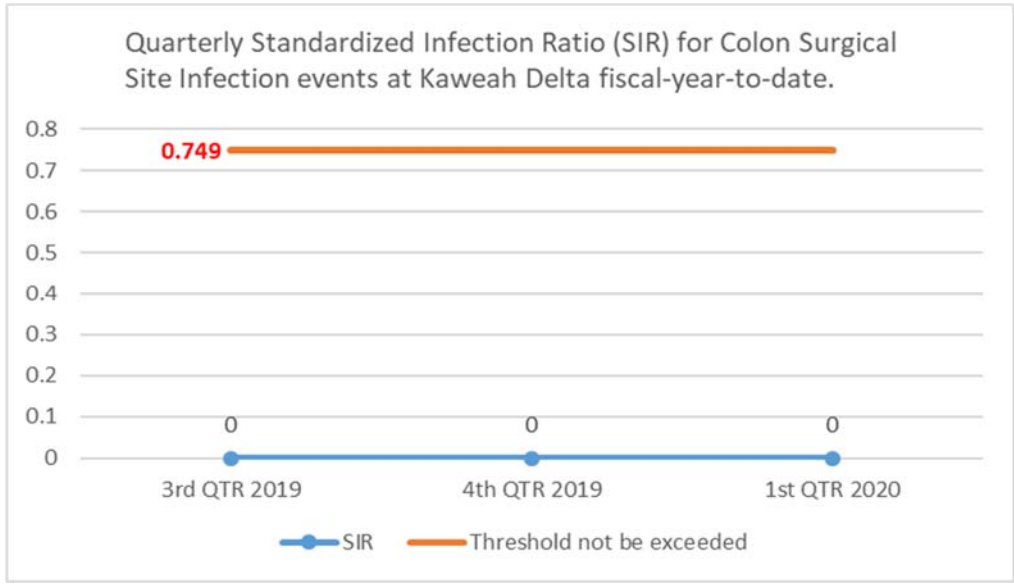
Control: CAUTI reduction interventions are underway. There is still a lot of work ahead of us to achieve zero CAUTI events for 12-months of greater.



SSI HYST – KDHCDC All Units – 2019 to 2020 1st QTR
Define: Deep or organ space surgical site infection involving the Uterus 30 days post-abdominal hysterectomy operation.
Measure: Standardize Infection Ration of 0.727 or less, with the goal of zero SSI HYST events for 12-months.
Analyze: There were 4 SSI HYST events during 3 rd Quarter of 2019. Patient anxiety issues were associated with most of these events. More anticipatory guidance was provided for patients exhibiting anxiety prior to discharge.
Improve: SSI HYST events drastically reduced to zero for both 4 th QTR 2019 and 1 st QTR 2020. No improvement interventions implemented at this time.
Control: Metric is under control.



SSI COLO – KDHCDC All Units – 2019 to 2020 1st QTR
Define: Deep or organ space surgical site infection involving the large intestine 30 to 90 days post-operation.
Measure: Standardized Infection Ratio of 0.749 or less, with the goal of zero SSI COLO events for 12-months.
Analyze: There were no events of SSI COLO for the fiscal year to date.
Improve: Along with efforts to reduce the number of people present in the O.R. suite during surgery, there is also work being done to ensure appropriate pre-op antibiotic selection, administration timing, clean-closure, diabetic control, and post-op education is be provided consistently.
Control: Metric is under control.



4/23/2020

SSI CSEC – KDCHD All Units – 2019 to 2020 1st QTR

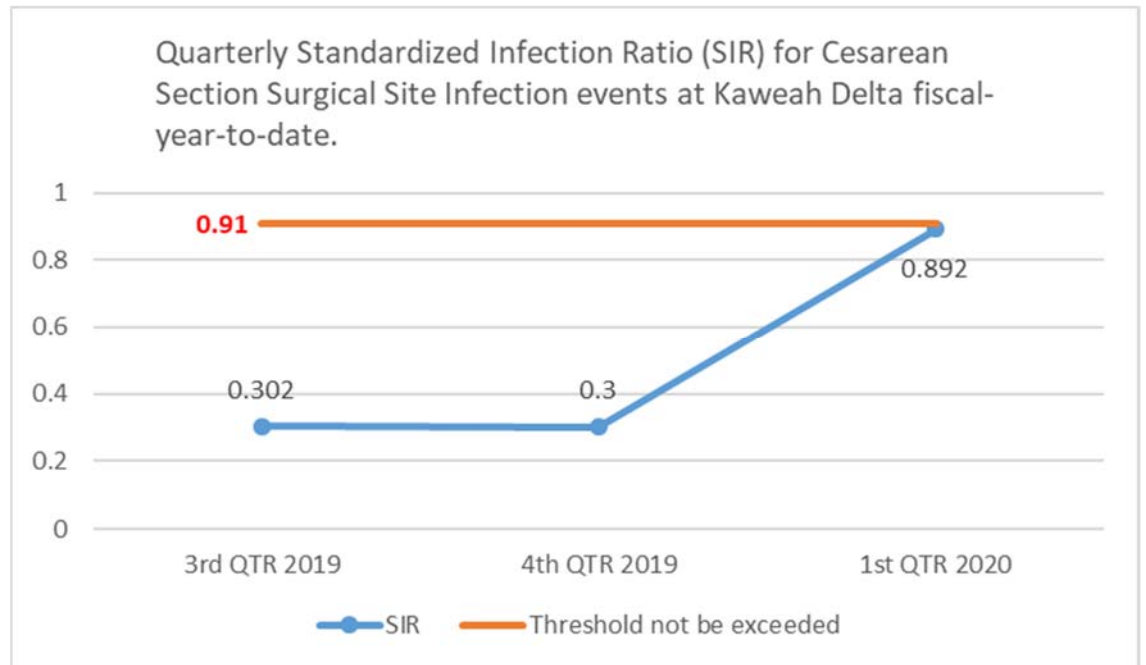
Define: Deep or organ space surgical site infection involving the intra-abdominal space 30 days post-cesarean operation.

Measure: CDPH 2018 Annual Benchmark of 0.91 or less.

Analyze: There were 3 SSI CSEC events over the 2019-2020 fiscal year. The large volume of procedures performed at Kaweah Delta significantly dilutes the impact of the 3 events that occurred. A combination of variables contribute to Cesarean Section procedures becoming infected in patients cared for at KDCHD. Some of these variables include emergent need for C-section very short time between pre-op antibiotic administration and cut-time. Pregnant patients presenting with multiple comorbidities (i.e. Diabetes, Obesity, Cardiac ailments). Lastly, because C-section infections can be reported up to 30 days post-op, patients themselves have contributed to their own infections in the home setting.

Improve: Infection Prevention observations in the L&D OR have begun to review intra-operative practices, and implement necessary evidence-based interventions.

Control: This metric is currently stable with no events during 1st QTR 2020, but we do need to continue monitor these events.



SSI FUSN – KDHC All Units – 2019 to 2020 1st QTR

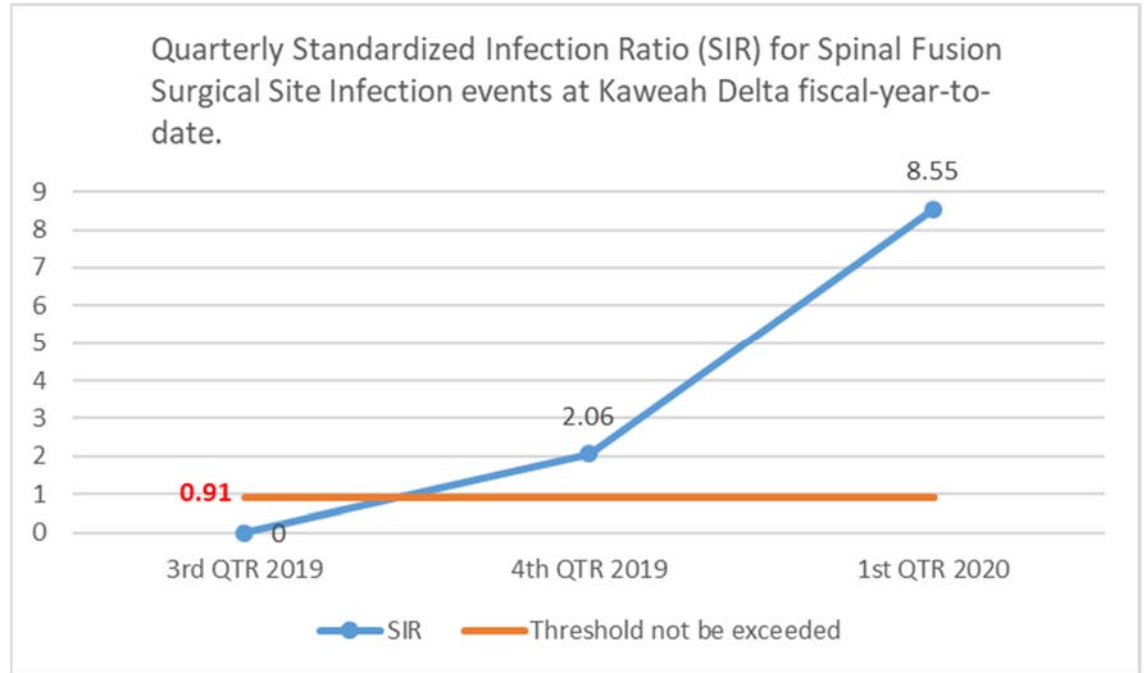
Define: Deep or organ space surgical site infection involving the spine 30 to 90 days post-spinal fusion operation.

Measure: CDPH 2019 Annual Benchmark of 0.91 or less.

Analyze: There have been 2 SSI FUSN events for fiscal year 2019-2020. Although only a couple of SSI FUSN events occurred, the small volume of this procedure unfortunately, results in a significantly high, standardized infection rate and incident rate. These two events involved infection with skin flora organisms. Decolonization practices were not performed on these patients and for one patient the incision site was shaved instead of clipped, likely resulting in micro-abrasions, a portal-of-entry for infectious pathogens.

Improve: Neurosurgery and Orthopedic service line representatives attend the SSI Prevention Committee and share findings with others for the appropriate service line. A midlevel practitioner from the orthopedic service line follows patients to long-term rehab to assess incision sites and consult. A gap analysis review is underway to determine if there are other evidence-based activities that could help reduce this particular type of SSI event.

Control: This metric is not in control. We are redirecting our efforts to address reduction of SSI FUSN event.



2067324

Hand Hygiene Quality Report

Board of Directors Meeting - July 2020



Hand Hygiene Quality Report

Hand Hygiene (HH) Dashboard

Measure Description	Benchmark/ Target	4Q19	1Q20	Apr/May20
OUTCOME MEASURES				
HH Overall Compliance	95%	91%	88%	93%
Number of HH Audits Performed	95%	3510	3132	1547
HH Compliance - Patient Care Units	95%	91%	85%	93%
Number of HH Audits - Patient Care Units	95%	1745	1340	791

Data Analysis Summary:

Goal: Identify trends over time

- HH rate is less than 95% goal; overall rate 90%
- HH rate increased in Apr/May 2020, 93%

Hand Hygiene

Current Strategies – Hand Hygiene Program

- New hire orientation
 - Instructions on how to perform HH
 - Setting the expectation – Gary Herbst CEO “DUDE” video
- Monthly audits of HH supply processes (refil of soap, paper towels, sanitizer) by EVS
 - 5120 patient rooms audits per quarter, each leader does about 40/month.
- Unit-level “secret shopper” hand hygiene observers/auditors
 - HH observers are validated annual at the IP Liaison Committee
 - Staff are observed and corrected on the spot
- Hand Hygiene compliance data disseminated to leadership for action
- HH Campaigns
 - Examples:
 - DUDE VP/CEO videos, contests, DUDE decathlon, etc
 - Sanitizer handout (IP week)



New Strategies to Enhance HH Program – Aug 2020

Training & Education

- Hand hygiene demonstrations for all new hire employees who touch patients or touch items that are used by patients
- Validation of leaders competence to observe HH demonstrations of new employees
- Check off included on new employee HR required 48 hr checklist completed by validated observer (leaders)



**Education &
Training**

New Strategies to Enhance HH Program – Aug 2020

Infrastructure

- Trending of monthly/quarterly EVS audit data to identify areas of opportunity in HH supply processes
- Evaluation of portable HH supplies (ie. sanitizer) for areas where in room sanitizer stations pose a risk to patients (ie. mental health and ED zone 4)
- Re validating the our new Purell sanitizer stations
 - Validating that the correct volume of alcohol-based hand sanitizer with one activation will cover the hands completely and requires 15 or more seconds for hands to dry



Infrastructure

New Strategies to Enhance HH Program – Aug 2020

Monitoring HH Compliance

- House-wide implementation of electronic HH mentoring system “Biovigil”
 - Sensors worn by unit employees (including EVS, leaders and ancillary staff, to name a few). The system tracks when hand hygiene is done appropriately (green light on badge) and when there is/was a missed opportunity for hand hygiene (red light appears). The system also provides a platform to retrieve compliance data.
- Validating the accuracy of the data collected by the electronic compliance monitoring system



Culture

- Enhance existing patient and family awareness in the medical center that it's ok to ask your healthcare provider to wash their hands. Includes more robust signage and information at key locations in medical center.

PEOPLE &
CULTURE



New Strategies to Enhance HH Program – Aug 2020

Feedback

- Enhancing dissemination of HH compliance data by including unit-level HH compliance rates onto units electronic dashboards monthly
- Patient care units will submit action plans in Quality Improvement Committee/Prostaff/Quality Council Reports
 - IP Dept developing a comprehensive library of resources for leaders to use in action planning (ie. training videos, written materials, etc)
- Robust HH compliance data will be analyzed at least every 6 months and reported to Quality Improvement Committee/Prostaff/Quality Council with action plan to address opportunities
 - To include HH compliance rates by shift, weekday/weekend, role, unit and location of HH opportunity (ie. in room/out of room)
- Evaluation criteria added to Leadership evaluations regarding the engagement and action taken to reach HH targets



Questions?



**Kaweah Delta
DRAFT Strategic Plan**

July 7, 2020

Contents

Overview of the Kaweah Delta Strategy Structure and Plan Documents	3
Kaweah Delta Fiscal Year 2020 Strategic Plan- Updated with Actual Performance	7
DRAFT Kaweah Delta Fiscal Year 2021 Strategic Plan	9
Outline of Proposed Fiscal Year 2022 Strategic Planning Process	47

Overview of Kaweah Delta's Strategy Structure



Overview of Strategic Plan Documents

Kaweah Delta Strategic Plan Framework 2020-2021 DRAFT			
	Strategic Initiative	Metrics	Strategies/ Tactics
<p>Our Mission (The reason we exist)</p> <p>Health is our passion. Excellence is our focus. Compassion is our promise.</p>	<p>Organizational Efficiency and Effectiveness <i>Increase the efficiency and the effectiveness of the organization to reduce costs, lower length of stay, and improve outcomes.</i></p>	<ul style="list-style-type: none"> ALOS within 0.75 days of GMLDS Drug/supply/testing utilization or spend-TBD Surgical implant standardization-TBD Staffing metrics-TBD OR efficiency indicator-TBD Spending per beneficiary target-TBD 	<ul style="list-style-type: none"> Utilize the updated Resource Effectiveness Committee (REC) structure to improve patient flow, population management, and cost-savings. Better alignment staffing levels with patient volumes/units of service. Assess utilization of diagnostic testing, lab testing, and use of medications and make reductions, as appropriate. Standardize supplies and medical implants
<p>Our Vision (What we aspire to be)</p> <p>To be your world-class healthcare choice, for life.</p>	<p>Kaweah Care Culture <i>Recruit, develop, and retain the best staff and physicians to create an ideal work environment and ensure that patients receive excellent compassionate care.</i></p>	<ul style="list-style-type: none"> Pulse Survey - improve 250% Tier 3 Teams to Tier 2 or higher EE Engagement survey - 4.19 engagement score Physician Engagement survey - 3.68 alignment score SAD Teamwork: 66%; Safety 75% Increase % compliance with manager response to events (TBD - data pending) HCAHPS Overall Rating: 76.5% 9s and 10s during FY21 ED Patient experience: Overall Rating: 70% during FY21 	<ul style="list-style-type: none"> Pulse & Employee Engagement Survey and action planning Leadership Development programs Just Culture Commitment - Staff awareness GME faculty and Medical Staff Leadership Development Physician Engagement Committee work Operation Always - Patient engagement Safety attitudes questionnaire (SAD) and action planning Increase Kaweah Care recognitions and celebrations Develop performance scorecards for leaders, physicians, medical directors and department chairs
<p>Our Pillars</p> <p>Achieve outstanding community health</p> <p>Deliver excellent service</p> <p>Provide an ideal work environment</p> <p>Empower through education</p> <p>Maintain financial strength</p> <p>June 9, 2020</p>	<p>Outstanding Health Outcomes <i>Demonstrate that we are a high-quality provider so that patients and payers choose Kaweah Delta.</i></p>	<ul style="list-style-type: none"> Leapfrog 5 CAUTI's 0.774 CLABSI's 0.687 MRSA's 0.768 Sepsis bundle 270% 100% of Leapfrog/NDP Safe Practices points 	<ul style="list-style-type: none"> Quality focus teams Daily catheter and central line Gemba rounds Improve compliance with sepsis bundle Create diagnosis-specific committees to address mortality and readmissions Infection prevention hand hygiene program
	<p>Strategic Growth and Innovation <i>Grow intelligently by expanding existing services, adding new services, and serving new communities.</i></p>	<ul style="list-style-type: none"> 2% growth in market share (FPSA) 11.2% increase in IP surgical volume Net 30 increase in the number of physicians in the market Retain 11 KD residents (40%) in the Central Valley Two new ambulatory locations Launch telehealth services Introduce new branding 	<ul style="list-style-type: none"> Develop a comprehensive and coordinated ambulatory network strategy Better monitor and manage patient referrals to ensure continuity of care Enhance physician relations capabilities to improve recruitment, onboarding, and retention of physicians Promote key service lines to a broader geographic market (e.g. Fresno, Bakerfield) Continue work with community advisory groups and use public perception data to improve community relations Refresh of organization branding and naming strategy Complete master facility plan to modernize and expand facilities
	<p>High Performing OP Delivery Network <i>Improve the performance of our ambulatory services to provide greater access to care and keep people healthy.</i></p>	<ul style="list-style-type: none"> Employee engagement ≥ 50th percentile OP patient satisfaction score ≥ 50th percentile OP Outcome measures (A1c < 9), blood pressure, depression screening, flu vaccine) Clinic visits ≥ 100% of budget Net income ≥ 100% of budget Labor productivity ≥ 100% of budget Provider deficiencies 0% RAF score of TBD 	<ul style="list-style-type: none"> People: Leadership rounding with staff and physicians Service: Leadership rounding with patients Population health: Improve documentation/coding/billing processes for clinical documentation Growth: Develop existing provider productivity/opportunity reports and identify new primary/specialty care opportunities Finance: Monthly accountability meetings a round operational measure

Plan Framework

- Single page summary of the entire Strategic Plan
- Includes the Mission, Vision, Pillars, and the current fiscal year's Strategic Initiatives, performance metrics, and strategies/tactics
- Is a great overview of the Strategic Plan that should routinely be shared with staff, the Board, the medical staff, and others.
- The listed metrics are aligned with the annual organizational goals, although the Strategic Plan will typically include more metrics than the goals
 - Organizational goals are indicated by **bolded blue font**
- On a quarterly basis, the metrics will be color coded to indicate achievement of performance metrics. This can serve as a "stop-light" report to ET, the Board, and others. See slide 8 as an example.

Strategic Plan Framework

- Strategic Initiative Charters
- Strategy Summaries

Overview of Strategic Plan Documents

Strategic Initiative Charter: Kaweah Care Culture

Objective

Recruit, develop, and retain the best staff and physicians to create an ideal work environment and ensure that patients receive excellent compassionate care.

Chair

Laura Goddard

ET Sponsor

Dianne Cox

Performance Measure	Baseline	FY21 Goal	FY22 Goal	FY23 Goal
Employee Engagement	4.12	4.19	TBD	TBD
Physician Engagement	3.55 alignment score	3.68 alignment score	TBD	TBD
Patient Engagement	July 19-March 20 73.8% HCAHPS 64.5% ED PEC	76.5% HCAHPS 70% ED PEC	80.4% HCAHPS 72% ED PEC	82.8% HCAHPS 75% ED PEC
Safety Culture	SAQ Teamwork: 63% Safety: 69%	SAQ Teamwork: 66% Safety: 73%	TBD	TBD

Team Members

Teresa Boyce
Ed Largoza
Keri Noeske
Brittany Taylor
Sandy Volchko
Anu Banerjee

Strategies (Tactics)	Net Annual Impact (\$)*
Employee Engagement	
Physician Engagement	
Patient Engagement	
Safety Culture (Safety Climate & Teamwork Climate)	

* Average annual impact over 3 years

Strategic Initiative Charters

- Each of the five Strategic Initiatives has a Charter. This is a 1 or 2 page summary of the Initiative's objective, performance metrics, and the key strategies that will make us successful
- The Charter also indicates the team members that helped prepare the Strategic Initiative materials
- Whenever possible, we have projected the financial impact of the strategies
 - Beginning with next year's strategic planning process, Finance will be involved more directly in the planning process so that we can better estimate the financial impact of the strategic plan before the annual budget is prepared

Strategic Plan Framework

- **Strategic Initiative Charters**
 - Strategy Summaries

Overview of Strategic Plan Documents

Strategy Summary for: Service Line Expansion and Optimization

Strategic Initiative: Strategic Growth and Innovation

Objective

Expand key Kaweah Delta Service lines through addition of related services not currently offered, new affiliations, new specialty or sub-specialty providers, and new locations.

Key Components

- Expand operating room capacity through improved efficiency, expanded hours/days, and/or development of new rooms
- Expand neurosciences, urology, and gastroenterology service offerings through marketing, potential partnerships, and improved physician relations/alignment

Outcomes	FY21	FY22	FY23
Increase number of patients/enrolled lives in condition-specific clinics	15%	15%	15%
Increase volume in IP surgery volume	11.2%	TBD	TBD
Increase volume in OP surgery volume	16.7%	TBD	TBD
Neurosurgery market share (FPSA) ^[1]	35%	40%	45%
Orthopedic market share (FPSA) ^[1]	57%	60%	64%
Open heart surgery market share (FPSA) ^[1]	70%	72%	75%
Recruit additional urologists	2	2	0

[1] Based on OS+PD data CY2018

Financial Impact	FY21	FY22	FY23
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Team Members

Coby La Blue, Marc Mertz, Ryan Gates, and Dan Allain

Strategy Summary

- Under each Strategic Initiative, there is a 1-page Strategic Summary for each of the indicated strategies or tactics
- The Strategic Summary provides more details regarding the specific actions we will take as well as more performance metrics that will be used to monitor our achievement of this strategy
- The summary includes three-year performance targets whenever possible
- Beginning with the next strategic planning process, we will be providing more details regarding the financial impact of each strategy, including capital requirements and operating income and expenses. This information will be used to prioritize strategies and will inform the annual budget process.

Strategic Plan Framework

- Strategic Initiative Charters
- Strategy Summaries**

Kaweah Delta Fiscal Year 2020 Strategic Plan- Updated with Performance



Kaweah Delta Strategic Plan Framework 2019- 2020: Quarter 4 Update

Our Mission
(The reason we exist)

**Health is our passion.
Excellence is our focus.
Compassion is our promise.**

Our Vision
(What we aspire to be)

**To be your world-class
healthcare choice, for life.**

Our Pillars

Achieve **outstanding
community health**

Deliver **excellent service**

Provide an **ideal work
environment**

Empower through **education**

Maintain **financial strength**

Better than target; at target; worse than target; pending/in process

Strategic Initiative	Metrics	Strategies/ Tactics
<p>Operational Efficiency <i>Increase the efficiency of our hospital so that patients get to the right bed faster, receive the appropriate care, and are discharged sooner and healthier.</i></p>	<ul style="list-style-type: none"> • Adult Acute Medical Surgical Length of Stay- reduce LOS to within 0.75 days of GMLOS 	<ul style="list-style-type: none"> • Use Resource Effectiveness Committee structure • Improve processes and efficiency • Resource management • Data management • Improved Access • Patient Flow • Population Health Management • Costs Savings Initiatives
<p>Kaweah Care Culture <i>Recruit, develop, and retain the best staff and physicians to create an ideal work environment and ensure that patients receive excellent compassionate care.</i></p>	<ul style="list-style-type: none"> • 4.24 employee engagement • Approval of Emp. Engagement Action Plans • Improve ≥50% Tier 3 Teams to Tier 2 or higher • Physician engagement improve over baseline • SAQ Teamwork: 66%; Safety 73% • 76.5% patient experience overall rating-12/19 • 62% patient experience ED overall rating-12/19 	<ul style="list-style-type: none"> • Employee engagement • Physician engagement <ul style="list-style-type: none"> • Physician retention • GME engagement and retention • Patient engagement • Safety attitudes questionnaire (SAQ)
<p>Outstanding Health Outcomes <i>Demonstrate that we are a high-quality provider so that patients and payers choose Kaweah Delta.</i></p>	<ul style="list-style-type: none"> • CMS Star Rating: 3/4 Star • Leapfrog A rating • Successful Joint Commission • CAUTI <=0.828 • CLABSI <= 0.784 • MRSA <= 0.815 • Sepsis Core Measure >= 70% 	<ul style="list-style-type: none"> • Leverage existing teams for mortality, palliative care, and infection prevention • IV Safety Team • Hand hygiene monitoring system pilot • Clinical Decision Support for KDHub, medication bar coding, proactive risk assessments • Accreditation monitoring activities
<p>Strategic Growth and Innovation <i>Grow intelligently by expanding existing services, adding new services, and serving new communities.</i></p>	<ul style="list-style-type: none"> • Increase market share in cardiovascular, neurosurgery, and orthopedics • Increase number of all community physicians by 51 FTEs • 1% increase in outpatient net revenue • 2 new clinical services • Public perception survey scores 	<ul style="list-style-type: none"> • Network strategy • Physician recruitment and retention • Service line expansion and optimization • New service line growth • Branding
<p>High Performing OP Delivery Network <i>Improve the performance of our ambulatory services to provide greater access to care and keep people healthy.</i></p>	<ul style="list-style-type: none"> • Outpatient Patient Satisfaction Score (CG-CAHPS): 74.91 • % of referrals completed: 45.05% • % of referrals with initial response within 5-days: 31.07% • Improve accuracy of PCP identifications: 4% • Composite MIPS score: 88.25 • Performance on PRIME: 73% • Admits/1000 for Humana: <180 	<ul style="list-style-type: none"> • Single point scheduling across the organization • Improve referral process • Online pre-registration availability • Use patient satisfaction scores to drive specific interventions • Improve documentation/coding/billing processes to close quality and hierarchical condition category gaps • Improve care-coordination (Virtual Care Team, CDMC, Transitions of Care, Care Navigators, CHWs) • Develop IT/ data sharing & population health analytics

DRAFT Kaweah Delta Fiscal Year 2021 Strategic Plan



Kaweah Delta Strategic Plan Framework 2020-2021 **DRAFT**

Strategic Initiative	Metrics	Strategies/ Tactics
<p>Our Mission <i>(The reason we exist)</i></p> <p>Health is our passion. Excellence is our focus. Compassion is our promise.</p>	<p>Organizational Efficiency and Effectiveness <i>Increase the efficiency and the effectiveness of the organization to reduce costs, lower length of stay, and improve outcomes.</i></p> <ul style="list-style-type: none"> • ALOS within 0.75 days of GMLOS • Surgical implant standardization- 5% reduction • Staffing metrics- at budget/ mandated staffing ratios • OR patient-out-patient-in within 28 minutes • Spending per beneficiary score < 0.97 	<ul style="list-style-type: none"> • Utilize the updated Resource Effectiveness Committee (REC) structure to improve patient throughput and remove discharge barriers • Better align staffing levels with patient volumes/units of service. • Standardize surgical (ortho/spine) implants • Improve OR efficiency and block utilization
<p>Our Vision <i>(What we aspire to be)</i></p> <p>To be your world-class healthcare choice, for life.</p>	<p>Kaweah Care Culture <i>Recruit, develop, and retain the best staff and physicians to create an ideal work environment and ensure that patients receive excellent compassionate care.</i></p> <ul style="list-style-type: none"> • EE Engagement survey - 4.19 engagement score (65th ptile) • Physician Engagement survey – 3.68 alignment score • SAQ Teamwork: 66%; Safety 73% • HCAHPS Overall Rating: 76.5% 9s and 10s during FY21 • ED Patient experience: Overall Rating: 70% during FY21 	<ul style="list-style-type: none"> • Pulse & Employee Engagement Survey and action planning • Leadership Development programs • Just Culture Commitment – Staff awareness • GME faculty and Medical Staff Leader Development • Physician Engagement Committee work • Operation Always - Patient engagement • Safety attitudes questionnaire (SAQ) and action planning • Increase Kaweah Care recognitions and celebrations • Develop performance scorecards for leaders, physicians, medical directors and department chairs
<p>Our Pillars</p> <p>Achieve outstanding community health</p>	<p>Outstanding Health Outcomes <i>Demonstrate that we are a high-quality provider so that patients and payers choose Kaweah Delta.</i></p> <ul style="list-style-type: none"> • Leapfrog B • CAUTI ≤ 0.774 • CLABSI ≤ 0.687 • MRSA ≤ 0.763 • Sepsis bundle ≥70% • 100% of Leapfrog/NQP Safe Practices points • Zero Defect performance- 100% 	<ul style="list-style-type: none"> • Quality focus teams • Daily catheter and central line Gemba rounds • Improve compliance with sepsis bundle • Create diagnosis-specific committees to address mortality and readmissions • Infection prevention hand hygiene program • Expand adoption and compliance with Cleveland Clinic quality metrics and best practices
<p>Deliver excellent service</p> <p>Provide an ideal work environment</p>	<p>Strategic Growth and Innovation <i>Grow intelligently by expanding existing services, adding new services, and serving new communities.</i></p> <ul style="list-style-type: none"> • 2% growth in market share (FPSA) • 11.2% increase in IP surgical volume • Net 30 increase in the number of physicians in the market • Retain 11 KD residents (40%) in the Central Valley • Two new ambulatory locations • Increased total OR capacity (available hours/minutes) • Launch telehealth services • Introduce new branding 	<ul style="list-style-type: none"> • Develop a comprehensive and coordinated ambulatory network strategy • Better monitor and manage patient referrals to ensure continuity of care • Enhance physician relations capabilities to improve recruitment, onboarding, and retention of physicians • Promote key service lines to a broader geographic market (e.g. Fresno and Kern Counties) • Continue work with community advisory groups and use public perception data to improve community relations • Refresh of organization branding and naming strategy • Complete master facility plan to modernize and expand facilities
<p>Empower through education</p> <p>Maintain financial strength</p>	<p>High Performing OP Delivery Network <i>Improve the performance of our ambulatory services to provide greater access to care and keep people healthy.</i></p> <ul style="list-style-type: none"> • Employee engagement ≥ 50th percentile • OP patient satisfaction score ≥ 50th percentile • OP Outcome measures (A1c < 9), blood pressure, depression screening, flu vaccine) at target • Clinic visits ≥ 100% of budget • Net income ≥ 100% of budget • Labor productivity ≥ 100% of budget • Provider deficiencies 0% • RAF score of 1.2, resulting in \$750,000 increase in revenue <p style="text-align: right;">286/324</p>	<ul style="list-style-type: none"> • People: Leadership rounding with staff and physicians • Service: Leadership rounding with patients • Population health: Improve documentation/coding/billing processes for clinical documentation • Growth: Develop existing provider productivity/opportunity reports and identify new primary/specialty care opportunities • Finance: Monthly accountability meetings around operational measures

Organizational Efficiency and Effectiveness

Strategic Initiative Charter: Organizational Efficiency & Effectiveness

Objective

Increase the efficiency and the effectiveness of the organization to reduce costs, lower length of stay, and improve outcomes.

Chair

Keri Noeske/TBD

ET Sponsor

Keri Noeske

Performance Measure	Baseline	FY21 Goal	FY22 Goal	FY23 Goal
Adult Acute Med/Surg Length of Stay	1.08 above GMLOS (4/2020)	ALOS within 0.75days of GMLOS	ALOS within 0.70 days of GMLOS	ALOS within 0.65 days of GMLOS
Registered Nurse Staffing Metrics	Mandated ratios	Meet budget/ratios*	TBD	TBD
Surgical implant standardization or spend (orthopedics and spine)	\$3,500 average direct cost	5% reduction; \$250,000 savings	TBD	TBD
Average patient-out-patient-in time in the OR	30 minutes	28 Minutes	25 Minutes	25 Minutes
Spending per beneficiary score	0.97	0.97	0.96	0.95

Team Members

Dan Allain
 Doug Leeper
 Malinda Tupper
 Suzy Plummer
 Steve Bajari
 Brian Piearcy

Strategies (Tactics)

Net Annual Impact (\$)*

Utilize the updated Resource Effectiveness Committee (REC) structure to improve patient throughput and remove discharge barriers.	\$4,775,000
Better align staffing levels with patient volumes/units of service.	TBD
Standardize supplies and surgical implants to increase operational efficiency and reduce costs	\$2,079,864
Improve OR efficiency	TBD

288/324

* Subject to change due to COVID-19 and census changes

Strategy Summary for: Resource Effectiveness Committee

Strategic Initiative: Organizational Efficiency & Effectiveness

Objective

Through effective processes and practices, we will achieve maximum productivity with minimum wasted effort or expense.

Key Components

- Implement performance improvement strategies to impact patient throughput and length of stay initiatives throughout the Kaweah Delta continuum.
- Identify barriers to improvement strategies, implement action plans related to the barriers with engagement from both Kaweah Delta staff and medical staff.
- Provide resources and remove barriers to REC teams to facilitate success of the identified goals and improvement strategies.
- Ensure REC and subcommittees are aligned with the strategic plan goals of the organization.

Outcomes	FY21	FY22	FY23
Reduced Adult Acute Medical Surgical Length of Stay (1.08 above GMLOS effective April 2020)	ALOS w/i 0.75days of GMLOS	ALOS w/i 0.70 days of GMLOS	ALOS w/i 0.65 days of GMLOS
Reduced expenses from lower LOS	\$4,775,000	TBD	TBD

Financial Impact	FY2021	FY2022	FY2023
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs	(\$4,775,000)		
Contribution Margin			

Team Members

Keri Noeske, Malinda Tupper, Frances Carrera, Jon Knudsen, Rebekah Foster

Strategy Summary for: Efficient Staffing Levels

Strategic Initiative: Organizational Efficiency & Effectiveness

Objective

Ensure that staffing levels align with patient volumes and/or units of service.

Key Components

- Use daily labor and productivity reports to make decisions regarding staffing levels and flexing
- Daily leadership accountability for staffing levels relative to ratios and budgets
- Identify and execute on opportunities to reduce overtime and contract labor

Outcomes	FY21	FY22	FY23
Registered Nurse Staffing Metrics	Meet budget/ratios	Meet budget/ratios*	TBD

Financial Impact

	FY2021	FY2022	FY2023
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Team Members

Keri Noeske, Malinda Tupper, Kassie Waters, Jon Knudsen, Emma Mozier, Tracie Plunkett, Kari Knudsen, Amy Baker, Elisa Venegas, Jaime Hinesly

Strategy Summary for: Standardize Use of Supplies and Implants

Strategic Initiative: Organizational Efficiency & Effectiveness

Objective

Increase the standardization of supplies and surgical implants to achieve cost savings and operational efficiency.

Key Components

- Work with orthopedic co-management committee to reduce the number of implant vendors (currently 7)
- Assess the utilization rate of supplies, identify opportunities, and execution of improvement strategies
- Standardize supply vendors and negotiate pricing

Outcomes	FY21	FY22	FY23
Implant utilization or spend	5% reduction; \$250,000 savings	TBD	TBD
Number of orthopedic implant vendors	6	TBD	TBD

Financial Impact

	FY2021	FY2022	FY2023
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Team Members

Keri Noeske, Malinda Tupper, Dan Allain, Steve Bajari, Brian Piearcy

Strategy Summary for: Operating Room Efficiency

Strategic Initiative: Organizational Efficiency & Effectiveness

Objective

Improve operating room efficiency to reduce costs and increase patient capacity.

Key Components

- Work with physicians to improve the percentage of on-time start times for the first OR cases of the day; increase physician accountability
- Process improvement initiatives to reduce room turn around times
- Work with surgeons to reduce physician wait times between cases
- Increase OR capacity with expanded hours of operation (M-F)
- Work with OR governance committee to reallocate block times to increase utilization and to provide more surgeons with necessary block time

Financial Impact

FY2021

FY2022

FY2023

Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Outcomes	FY21	FY22	FY23
Average patient-out-patient-in time	28 minutes	25 minutes	25 minutes
Block time utilization rate (currently 49%)	60%	65%	TBD
First case on-time start rate (currently 35%)	70%	80%	TBD

Team Members

Keri Noeske, Malinda Tupper, Dan Allain, Brian
Pierarcy

Kaweah Care Culture

Strategic Initiative Charter: Kaweah Care Culture

Objective

Recruit, develop, and retain the best staff and physicians to create an ideal work environment and ensure that patients receive excellent compassionate care.

Chair

Laura Goddard

ET Sponsor

Dianne Cox

Performance Measure	Baseline	FY21 Goal	FY22 Goal	FY23 Goal
Employee Engagement	4.12 (51 st ptile)	4.19 (65 th ptile)	TBD	TBD
Physician Engagement	3.55 alignment score	3.68 alignment score	TBD	TBD
Patient Engagement	July 19-March 20 73.8% HCAHPS 64.5% ED PEC	76.5% HCAHPS 70% ED PEC	78.0% HCAHPS 72% ED PEC	80.0% HCAHPS 75% ED PEC
Safety Culture	SAQ Teamwork: 63% Safety: 69%	SAQ Teamwork: 66% Safety: 73%	TBD	TBD

Team Members

Teresa Boyce
Ed Largoza
Keri Noeske
Brittany Taylor
Sandy Volchko
Anu Banerjee

Strategies (Tactics)	Net Annual Impact (\$)*
Employee Engagement	
Physician Engagement	
Patient Engagement	
Safety Culture (Safety Climate & Teamwork Climate)	

* Average annual impact over 3 years

Strategy Summary for: Employee Engagement

Strategic Initiative: Kaweah Care Culture

Objective

Create an inspiring and supportive culture to attract, engage, develop and retain the best people to provide personal, professional and compassionate care.

Key Components

- Employee Engagement Survey and action planning
- Kaweah Care Recognition and celebrations
- Leadership Development and Emerging Leaders programs
- Kaweah Care Culture Virtual Community (intranet launch)
- Kaweah Care University
- Compensation/PTO/Benefits Review
- Employee Performance/Retention Review
- Employee wellness and wellbeing

Outcomes	FY21	FY22	FY23
Employee Engagement Survey	4.19	TBD	TBD

Financial Impact	FY21	FY22	FY23
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Team Members

Laura Goddard, Dianne Cox, Teresa Boyce, Ed Largoza, Keri Noeske, Brittany Taylor, Sandy Volchko

Strategy Summary for: Physician Engagement

Strategic Initiative: Kaweah Care Culture

Objective

Create an inspiring and supportive culture to attract, engage, develop and retain the best people to provide personal, professional and compassionate care.

Key Components

- Promote provider participation in 2019 survey action plans
- Promote 2021 Physician Engagement survey participation.
- Establish and communicate 2021 action plans to Medical Staff, leadership and Board of Directors
- Exit Interviews to inform better Physician retention
- GME engagement and retention events
- Promote & empower Physician Engagement Committee

Outcomes	FY21	FY22	FY23
Physician Engagement Survey	3.68 align score	TBD	TBD
Patient Throughput Improvement	ALOS +0.75 of GMLOS	TBD	TBD
GME Retention	40%	TBD	TBD

Financial Impact	FY21	FY22	FY23
Capital Requirements			
Revenue (ALOS goal)			
Expenses	No additional		
Labor	No additional		
Supplies	No additional		
Other			
Total Costs			
Contribution Margin			

Team Members

Laura Goddard, Dianne Cox, Teresa Boyce, Ed Largoza, Keri Noeske, Brittany Taylor, Sandy Volchko

296/324

Strategy Summary for: Patient Engagement

Strategic Initiative: Kaweah Care Culture

Objective

Promote a patient-centered focus in all of our work.

Key Components

- Operation Always commitments and tracking
 - Leader Rounding
 - Communication Boards/Medicine Guide/Patient Guide
- Communicate monthly survey results to leadership, Board of Directors, providers, and organization
- Support increased communication amongst physicians for better coordinated plan of care
- Work with underperforming areas to implement strategies to improve patient experience
- Develop scorecards to drive improvement by increasing visibility of performance data and requiring accountability

Outcomes	FY21	FY22	FY23
HCAHPS Overall Rating	76.5% (75 th)	78.0 (75 th)	80.0 (83 rd)
ED PEC Overall Rating	70% (50 th)	72% (75 th)	75% (90 th)

Financial Impact	FY21	FY22	FY23
Capital Requirements	None	None	None
Revenue (Domain Earnback)	\$574,212	TBD	TBD
Expenses ^[1]			
Labor	\$231,384	\$237,860	\$244,520
Supplies	\$8,000	\$8,000	\$8,000
Other	\$150,000	\$150,000	\$150,000
Total Costs	\$389,384	\$395,860	\$402,520
Contribution Margin	\$184,828	TBD	TBD

Team Members

[1] Already included in FY21 budget

Laura Goddard, Ed Largoza, Dianne Cox

Strategy Summary for: Safety Culture

Strategic Initiative: Kaweah Care Culture

Objective

Support an ever-improving safety culture to promote trust, encourage transparency and examination of patient safety to prevent errors and injuries.

Key Components

- Safety Attitudes Questionnaire (SAQ) and action planning
- CUSP team support and expansion
- TeamSTEPPS leadership training cohort and tool implementation
- Just Culture staff awareness
- Safety recognition and awards

Outcomes	FY21	FY22	FY23
SAQ – Teamwork Climate score	66%	TBD	TBD
SAQ – Safety Climate score	73%	TBD	TBD

Financial Impact	2020	2021	2022
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Team Members

Laura Goddard, Dianne Cox, Teresa Boyce, Ed Largoza, Keri Noeske, Brittany Taylor, Sandy Volchko, Anu Banerjee

Outstanding Health Outcomes

Strategic Initiative Charter: Outstanding Health Outcomes

Objective

Over the next 2-3 years, achieve an “A” Leapfrog Safety Score and a CMS 4 Star Rating through the consistent application of best practices and innovative strategies.

Chair

Sandy Volchko

ET Sponsor

Anu Banerjee

Performance Measure	Baseline FYTD	FY21 Goal	FY22 Goal	FY23 Goal
Infection Prevention Measure Bundle (CMS population only)	CAUTI 0.969 CLABSI 0.94 MRSA 1.33	CAUTI ≤ 0.774* CLABSI ≤ 0.687* MRSA ≤ 0.763*	CAUTI ≤ 0.735 (-5%) CLABSI ≤ 0.653 (-5%) MRSA ≤ 0.725 (-5%)	CAUTI ≤ 0.698 (-5%) CLABSI ≤ 0.620 (-5%) MRSA ≤ 0.689 (-5%)
Patient Safety Indicators (PSI90)**	0.86 (3/1/19-4/30/20)	≤ 0.75	≤ 0.71 (-5%)	≤ 0.67 (-5%)
Sepsis Bundle Compliance (SEP-1)	TBD end of FY20	≥70%	≥75% (+7%)	≥80% (+7%)
COPD Mortality o/e	2.5 (7/1/19-3/31/20)	2.25 (-10%)	2.02 (-10%)	1.82 (-10%)
AMI 30 Day Readmission	12.613	11.98% (-5%)	11.98% (-5%)	11.98% (-5%)
CABG 30 Day Readmission	9.091	8.64% (-5%)	8.64%	8.64%
Heart Failure 30 Day Readmission	18.713	16.84% (-10%)	15.00%(-5%)	14.25%(-5%)
COPD 30 Day Readmission	11.111	10.00% (-10%)	9.5% (-5%)	9.05% (-5%)
Pneumonia 30 Day Readmission	17.021	15.38%	14.61% (-5%)	13.88% (-5%)
Hip/Knee 30 Day Readmission	1.724	0	0	0
Leapfrog/NQF Safe Practices	100% of points	100% of points	100% of points	100% of points
Leapfrog	C	B	A	A
Zero Defects Goal	n/a	100%	300/324 100%	100%

Team Members

Sandy Volchko
Anu Banerjee
Tom Gray, MD
Evelyn McEntire
Shawn Elkin

*2021 VBP thresholds
**Included in 2023 VBP

PSI90 Benchmarks:
Midas (4/1/19-3/31/20): All Payor – 0.90,
Medicare 0.75
CMS: 1.0 (2018)

Readmission benchmarks:
CMS: 15.3% (Q317 - Q218)
Midas: 8.92% (Pacific Nw), 9.46 National

Strategic Initiative Charter: Outstanding Health Outcomes

Objective

Over the next 2-3 years, achieve an “A” Leapfrog Safety Score and a CMS 4 Star Rating through the consistent application of best practices and innovative strategies.

Chair

Sandy Volchko

ET Sponsor

Anu Banerjee

Strategies (Tactics)

Net Annual Impact (\$)*

Team Members

Infection Prevention Measure Bundle:

1. CAUTI, CLABSI/MRSA Quality Focus Teams
2. Daily catheter and central line Gemba rounds
3. Enhanced daily huddles, education/awareness, culture of culturing

2% Medicare reimbursement per beneficiary (star rating); CMS HAC & VBP Program penalties

Sandy Volchko
Anu Banerjee
Tom Gray, MD
Evelyn McEntire
Shawn Elkin

Patient Safety Indicators (PSI):

1. PSI Committee; timely review of PSI from CDI, HIM, Surgeon Champion and Quality & P/S; clinical system enhancements

CMS HAC and VBP Program penalties

Sepsis Bundle Compliance

1. Multidisciplinary Quality Focus Team
2. Sepsis Coordinators
3. Focus Six Sigma QI Strategies to address root causes of bundle non-compliance

Reduction to length of stay

Mortality/Readmissions

1. Enhanced diagnostic specific workgroups/committees

Readmission Reduction Program & VBP

Leapfrog/NQF Safe Practice

1. Med Safety Initiatives, SAQ administration, dissemination & QI, nursing staffing/adverse events, CPOE

No financial impact

Zero Defects

1. Achieve zero defects, or “never events”

301/324

Strategy Summary for: Infection Prevention Measure Bundle

Strategic Initiative: Outstanding Health Outcomes

Objective

Over the next 2-3 years, achieve an “A” Leapfrog Safety Score and a CMS 4 Star Rating through the consistent application of best practices and innovative strategies.

Key Components

- CAUTI, CLABSI, MDROC Quality Focus Teams
- IV Safety Team
- Hand hygiene monitoring system
- IUC/CL Gemba Rounds
- Enhanced shift safety huddles
- Enhanced bundle awareness/education

Outcomes	FY21	FY22	FY23
CAUTI	≤ 0.774	≤ 0.735	≤ 0.698
CLABSI	≤ 0.687	≤ 0.653	≤ 0.620
MRSA	≤ 0.763	≤ 0.725	≤ 0.689

Financial Impact	FY21	FY22	FY23
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Impact to VBP penalties/incentives

Team Members

Sandy Volchko, Anu Banerjee, Tom Gray, MD, Evelyn McEntire, Shawn Elkin

302/324

Strategy Summary for: Patient Safety Indicators (PSIs)

Strategic Initiative: Outstanding Health Outcomes

Objective

Over the next 2-3 years, achieve an “A” Leapfrog Safety Score and a CMS 4 Star Rating through the consistent application of best practices and innovative strategies.

Key Components

- PSI Multidisciplinary Committee (MD, HIM, CDI & Q&P/S)
- Proactive CDI review
- Surgeon champion and Q&P/S review; peer review and system changes when indicated

Outcomes	FY21	FY22	FY23
PSI90	≤ 0.75	≤ 0.71 (-5%)	≤ 0.67

Financial Impact	FY21	FY22	FY23
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Analysis to be provided/supported by Finance during budgeting process

Team Members

Sandy Volchko, Anu Banerjee, Tom Gray, MD, Evelyn McEntire, Shawn Elkin

Strategy Summary for: (SEP-1) Sepsis Bundle Compliance

Strategic Initiative: Outstanding Health Outcomes

Objective

Over the next 2-3 years, achieve an “A” Leapfrog Safety Score and a CMS 4 Star Rating through the consistent application of best practices and innovative strategies.

Key Components

- Joint Commission Accreditation
 - Accreditation – Regulatory Committee (ARC)
 - Unit and system tracers
 - Workgroups addressing compliance

Financial Impact

	2020	2021	2022
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Analysis to be provided/supported by Finance during budgeting process

Outcomes	FY21	FY22	FY23
SEP-1	≥70%	≥75%	≥80%

Team Members

Sandy Volchko, Anu Banerjee, Tom Gray, MD, Evelyn McEntire, Shawn Elkin

Strategy Summary for: CMS Mortality and Readmissions

Strategic Initiative: Outstanding Health Outcomes

Objective

Over the next 2-3 years, achieve an “A” Leapfrog Safety Score and a CMS 4 Star Rating through the consistent application of best practices and innovative strategies.

Key Components

- Enhanced diagnosis specific workgroups/committees
- Standardized care based on evidence

Outcomes	FY21	FY22	FY23
COPD Mortality o/e	-10%	-5%	-5%
AMI 30 Day Readmission	11.98% (-5%)	11.98% (-5%)	11.98% (-5%)
CABG 30 Day Readmission	8.64% (-5%)	8.64%	8.64%
Heart Failure 30 Day Readmission	16.84% (-10%)	15.00%(-5%)	14.25%(-5%)
COPD 30 Day Readmission	10.00% (-10%)	9.5% (-5%)	9.05% (-5%)
Pneumonia 30 Day Readmission	15.38%	14.61% (-5%)	13.88% (-5%)
Hip/Knee 30 Day Readmission	0	0	0

Financial Impact	FY21	FY22	FY23
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Analysis to be provided/supported by Finance during budgeting process

Team Members

Sandy Volchko, Anu Banerjee, Tom Gray, MD, Evelyn McEntire, Shawn Elkin

Strategy Summary for: Leapfrog/NQF Safe Practices

Strategic Initiative: Outstanding Health Outcomes

Objective

Over the next 2-3 years, achieve an “A” Leapfrog Safety Score and a CMS 4 Star Rating through the consistent application of best practices and innovative strategies.

Key Components

Leapfrog/NQF Safe Practices

- Safety Attitudes Questionnaire (SAQ)
 - Administration
 - Dissemination
 - QI strategies
- Medication safety workgroups addressing bar code scanning
- Workgroups addressing clinical decision support in CPOE
- Workgroup addressing safe practices in maternal child health
- Infection prevention hand hygiene program
- Workgroup addressing nurse staffing and adverse events

Financial Impact

	FY21	FY22	FY23
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Analysis to be provided/supported by Finance during budgeting process

Outcomes	FY21	FY22	FY23
Leapfrog/NQF Safe Practice Score	100% of points	100% of points	100% of points

306/324

Team Members

Sandy Volchko, Anu Banerjee, Tom Gray, MD, Evelyn McEntire, Shawn Elkin

Strategy Summary for: ZERO DEFECTS / ZERO PATIENT HARM

Strategic Initiative: Outstanding Health Outcomes

Objective

Over the next 2-3 years, achieve a ZERO DEFECTS for NEVER Events through improved engagement, high reliability interventions, reducing variation across clinical practices.

Key Components

Achieve ZERO DEFECTS and ZERO PATIENT HARM Events:

- Wrong side / Wrong patient / Wrong Procedure
- Unintended Retention of Foreign Object (RFO)
- Medication Errors resulting in patient harm
- Mislabeled Lab Specimens
- Failure to Provide Safe Handling of Tissues, Organs and parts to another facility
- Failure to follow safety and evaluation processes for Mental Health patients identified as at risk for Suicide
- Patient Death / Disability associated with Patient Elopement
- Blood Transfusion Errors

Financial Impact	FY21	FY22	FY23
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Analysis to be provided/supported by Finance during budgeting process

Outcomes	FY21	FY22	FY23
ZERO DEFECTS GOAL	100%	100%	100% 307/324

Team Members

Sandy Volchko, Anu Banerjee, Tom Gray, MD, Evelyn McEntire, Alexandra Bennett

Strategic Growth and Innovation

Strategic Initiative Charter: Strategic Growth and Innovation

Objective

Grow intelligently by expanding existing services, adding new services, and serving new communities.

Chair

Coby La Blue

ET Sponsor

Marc Mertz

Performance Measure	Baseline	FY21 Goal	FY22 Goal	FY23 Goal
Market Share (FPSA) ^[1]	63%	65%	67%	69%
Net new physicians in the market	n/a	30	TBD	TBD
New ambulatory locations	n/a	2	3	1
Increased IP surgery volume	n/a	11.2%	TBD	TBD

Team Members

Minty Dillion
 John Leal
 Ryan Gates
 Dan Allain

Strategies (Tactics)	Net Annual Impact (\$)*
Ambulatory Network Strategy	
Physician Recruitment and Retention	
Service Line Expansion and Optimization	
New Service Line Growth	
Branding	
Facility Planning	

[1] Based on OSHPD data CY2018; FPSA is the facility planning service area

* Average annual impact over 3 years

Strategy Summary for: Ambulatory Network Strategy

Strategic Initiative: Strategic Growth and Innovation

Objective

Provide access to care for all of the population through expansion of Kaweah Delta's network reach through acquisition/expansion of service locations, service areas, and innovative payer contracting strategies.

Key Components

- Develop a comprehensive and coordinated ambulatory care strategy that expands access across a broad range of service models and locations (FQHC, RHC, KDMF, school/employer-based medicine)
- Develop Kaweah Konnect, a centralized patient access program that will enable patients to contact KD and to schedule appointments via phone, email, text, web/online, and chat
- Assess the opportunities of a managed Medi-Cal strategy
- Develop additional strategic affiliations that will increase patient access points, brand awareness, and market share
- Expand access to specialty physicians (e.g. cardiology, neurosurgery, urology, gastroenterology, etc.) in the RHCs and FQHC

Financial Impact	FY21	FY22	FY23
Capital Requirements	\$6,000,00	\$10,500,000	\$4,000,000
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Outcomes	FY21	FY22	FY23
Increased "at risk" lives within a Managed Medi-Cal strategy	7,500	10,000	12,000
Overall referral rate to in-network providers	Baseline	+5%	+5%

Team Members

Coby La Blue, Marc Mertz, Ryan Gates, Malinda Tupper

Strategy Summary for: Physician Recruitment and Retention

Strategic Initiative: Strategic Growth and Innovation

Objective

Increase the number of primary and specialty physicians in the community.

Key Components

- Recruit needed primary care providers and key specialists (GI, Urology, Psychiatry) according to community needs
- Increase the number of physicians in KDMF
- Evaluate the development of new residency and fellowship programs
- Develop residential facilities in downtown Visalia to support rotating medical students, residents, and other individuals
- Build on affiliation with USC and potentially other institutions, as appropriate
- Development of a comprehensive physician onboarding program
- Expand physician relations and liaison programs/activities

Outcomes	FY21	FY22	FY23
Achieve a net gain of physicians year-over-year	30	TBD	TBD
Achieve the increase in KDMF physicians projected in the KDMF budget and Physician Staffing Plan	12	TBD	TBD
Reduce the number of practicing physicians that leave the area	<7% (national average)	<7%	<7% 311/324
Increase retention of KD residents in Central Valley	11 physicians (40%)	40%	40%

Financial Impact	FY21	FY22	FY23
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Team Members

Coby La Blue, Marc Mertz, Ryan Gates, Dan Allain, Jessica Rodriguez, Brittany Taylor

Strategy Summary for: Service Line Expansion and Optimization

Strategic Initiative: Strategic Growth and Innovation

Objective

Expand key Kaweah Delta Service lines through addition of related services not currently offered, new affiliations, new specialty or sub-specialty providers, and new locations.

Key Components

- Expand operating room capacity through improved efficiency, expanded hours/days, and/or development of new rooms
- Expand neurosciences, urology, and gastroenterology service offerings through marketing, potential partnerships, and improved physician relations/alignment
- Target new markets for growth of key service lines (e.g. Fresno and Kern Counties)

Outcomes	FY21	FY22	FY23
Increase number of patients/enrolled lives in condition-specific clinics	15%	15%	15%
Increase volume in IP surgery volume	11.2%	TBD	TBD
Increase volume in OP surgery volume	16.7%	TBD	TBD
Neurosurgery market share (FPSA) ^[1]	35%	40%	45%
Orthopedic market share (FPSA) ^[1]	57%	60%	64%
Open heart surgery market share (FPSA) ^[1]	70%	72%	75%
Recruit additional urologists	2	2	0

[1] Based on OSHPD data CY2018; FPSA is the facility planning service area

Financial Impact	FY21	FY22	FY23
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Team Members

Coby La Blue, Marc Mertz, Ryan Gates, and Dan Allain

Strategy Charter for: New Service Line Growth

Strategic Initiative: Strategic Growth and Innovation

Objective

Implement new and innovative services needed by the communities served by Kaweah Delta.

Key Components

- Comprehensive outpatient behavioral health program, potentially supported by state BHI grant, including expansion of services in RHCs and new Medicare/Commercial clinic
- Launch telehealth / home monitoring services, to include local physicians
- Evaluate establishment a comprehensive bariatric surgery program
- Consider addition of other needed services (e.g. occupational health, adult day care, adolescent residential services)

Outcomes	FY21	FY22	FY23
Bariatric IP cases	50	100	120
Telehealth visits	8,800	10,000	15,000
New behavioral health locations (via pending BHI grant)	3	1	0

Financial Impact	FY21	FY22	FY23
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Team Members

Coby La Blue, Dan Allain, Ryan Gates, Marc Mertz, Tracy Salsa, Jessica Rodriguez

Strategy Charter for: Branding

Strategic Initiative: Strategic Growth and Innovation

Objective

Increase community awareness of the Kaweah Delta name and services offered through consistent branding, marketing and community education.

Key Components

- Market additional capabilities of key services such as cardiology/CV surgery, neurosurgery, orthopedics, and vascular surgery
- Refresh of organization branding and naming strategy
- Promote affiliations with Cleveland Clinic and University of Southern California to increase awareness and market share
- Marketing with emphasis on community involvement and full continuum of services
- Continue work with community advisory groups to use public perception survey results to improve community relations

Outcomes	FY21	FY22	FY23
Successful launch of new branding	Launch		
PSA market share	79%	80%	81%
SSA market share	34%	36%	38%
FPSA market share	65%	67%	69%
Measured improvement in public perception surveys	Baseline- TBD	+5%	+5%

Financial Impact	FY21	FY22	FY23
Capital Requirements	\$575,000		
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs	\$165,000		
Contribution Margin			

Team Members

Coby La Blue and Marc Mertz

Strategy Charter for: Facility Planning

Strategic Initiative: Strategic Growth and Innovation

Objective

Modernize and expand Kaweah Delta's facilities to better meet the needs of our growing community.

Key Components

- Complete the master facility planning process
- Launch a community engagement campaign to share and solicit input on facility planning options
- Add primary care access points in new markets
- Develop plans to increase access to outpatient surgery and endoscopy services
- Develop multi-year plan to increase OR capacity
- Work with local providers to increase access to skilled nursing homes so that KD patients can be discharged earlier

Outcomes	FY21	FY22	FY23
New RHC locations	1	1	0
New KDMF locations	1	1	0
New FQHC locations (not including conversions)	0	1	1 315/324
Increased OR capacity (IP and OP)	TBD	TBD	TBD

Financial Impact	FY21	FY22	FY23
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Team Members

Marc Mertz, Deborah Volosin, Ryan Gates, Paul Schofield, Dan Allain, Julieta Moncada, Jessica Rodriguez

High Performing OP Network

Strategic Initiative Summary: High Performing OP Delivery Network

Objective

Develop, maintain and grow a high-performing OP delivery network

Chair

Jessica Rodriguez
Sonia Duran-Aguilar

ET Sponsor

Ryan Gates

High Priority Performance Measures and the Pillars they Support	Baseline	FY21 Goal	FY22 Goal	FY23 Goal
People – Provide an ideal work environment				
Employee Engagement Score		50 th percentile (4.11)	60 percentile (4.17)	75 percentile (4.24)
Physician Engagement Score		50 th percentile	60 th percentile	75 th percentile
Service –Deliver excellent service				
Outpatient Patient Satisfaction Score (CG-CAHPS-Overall Doctor Rating)		50 th percentile (81%)	60 th percentile (83%)	75 th percentile (87%)
Population Health – Achieve outstanding community health				
Outpatient Patient Outcome Measures (A1c <9, Blood Pressure, Depression Screening, Flu Vaccines)		Achieve 100% of goals	Achieve 100% of goals	Achieve 100% of goals
Overall risk adjustment factor (RAF) score	0.9	1.2	TBD	TBD
Growth – Maintain financial strength				
Clinic Visits		100% to budget	100% to budget	100% to budget
Finance – Maintain financial strength				
Net Income		100% to budget	100% to budget	100% to budget
Labor Productivity		100% to budget	100% to budget	100% to budget
Provider deficiencies		0% variance	0% variance	0% variance

Team Members

- Marc Mertz
- Dr. Monica Manga
- Dr. Mario Martinez
- Ed Largoza
- Luke Schneider
- Lacy Jensen
- Leslie Bodoh
- Clint Brown
- Gail Robinson
- Jill Anderson
- John Leal
- Ivan Jara
- Tracy Salsa
- Barry Royce
- Pico Griffith

Strategies (Tactics)	Net Annual Impact (\$)
People: Leadership rounding with staff and physicians	Turn over reduction % to get \$\$ saved
Service: Leadership rounding with patients	\$\$ gained for CGCAPS scores in PRIME
Population Health: Improve documentation/coding/billing processes for clinical documentation ** Close quality and hierarchical condition category gaps for SIH plan ** Focused committee efforts around clinical quality measurement improvement	\$\$ saved by closing SIH gaps \$\$ increased through PMPM performance \$\$ associated in PRIME for quality measures
Growth: Develop existing provider productivity/opportunity reports & identify new primary/specialty opportunities to add	Opportunity # of visits able to be captured by low volume & new providers
Finance: Monthly accountability meetings around operational measures ** Including financial targets of visit volume, provider productivity, labor productivity, expenses and completion of provider deficiencies	% of last year budget gap to this year budget actual

317/324

Strategy Summary for: People – Provide an Ideal Work Environment

Strategic Initiative: High Performing OP Delivery Network

Objective

Develop, maintain and grow a high-performing OP delivery network

Key Components

1. Use SAQ and Employee Engagement results to identify areas for improvement and ensure management and staff work together with leadership to resolve
2. Use Physician Survey results to identify areas for improvement and ensure management and staff work together with physicians and leadership to resolve
3. Leadership rounding with staff and physicians
4. Executive rounding with staff and physician
5. Incorporate into monthly dashboard rolled up overall and drilled down to clinic/provider level coupled with monthly accountability meetings around operational measures

Financial Impact

	FY21	FY22	FY23
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Outcomes	FY21	FY22	FY23
Employee Engagement Score	50 th percentile (4.11)	60 th percentile (4.17)	75 th percentile (4.24)
Physician Engagement Score	50 th percentile	60 th percentile	75 th percentile

Team Members

Ryan Gates, Jessica Rodriguez, John Leal, Ivan Jara

Strategy Charter for: Service – Deliver Excellent Service

Strategic Initiative: High Performing OP Delivery Network

Objective

Develop, maintain and grow a high-performing OP delivery network

Key Components

1. Assess Outpatient Patient Satisfaction Scores (CG-CAHPS-Overall Doctor Rating) and develop opportunities for improvements based on patient feedback
2. Monthly monitoring of MIDAS reports of patient grievances and patient safety/adverse events and develop corrective action plans when applicable
3. Monthly Continuous Quality Improvement Committee (CQI) and Population Health Initiative Steering Committees to provide oversight and guidance in ensuring the delivery of excellent service
4. Incorporate into monthly dashboard rolled up overall and drilled down to clinic/provider level coupled with monthly accountability meetings around operational measures

Financial Impact

	FY21	FY22	FY23
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Outcomes	FY21	FY22	FY23
Outpatient patient satisfaction scores (CG-CAHPS) <ul style="list-style-type: none"> - Overall Doctor Rating - Office Staff Quality - Provider Communication - Access 	50 th percentile (81%)	60 th percentile (83%)	75 th percentile (87%)

319/324

Team Members

Ryan Gates, Jessica Rodriguez, John Leal, Ivan Jara

Strategy Charter for: Population Health – Achieve Outstanding Community Health

Strategic Initiative: High Performing OP Delivery Network

Objective

Develop, maintain and grow a high-performing OP delivery network

Key Components

1. Participation in a myriad of population health programs (i.e. PRIME, Health Homes, QIP, BHI, health plan incentives, etc.)
2. As metrics are met, retire and replace with other prioritized metrics. Through our various population health programs we report on over 80 metrics but will focus on in metrics in a prioritized fashion to ensure focus and impact
3. Identify opportunities for improvement (i.e. Cerner enhancements, clinic workflows, care coordination, patient outreach, provider documentation, etc.)
4. Leverage LVN care coordinators, community outreach workers, providers and clinic teams to use COZEVA and Cerner registries under development to close quality and HCC gaps
5. Incorporate into monthly dashboard rolled up overall and drilled down to clinic/provider level coupled with monthly accountability meetings around operational measures

Financial Impact

	FY21	FY22	FY23
Capital Requirements			
Revenue	\$750,000		
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Outcomes	FY21	FY22	FY23
A1c <9%	36%	TBD	TBD
High Blood Pressure	65%	TBD	TBD
Depression Screening	85%	TBD	TBD
Flu Vaccinations	50%	TBD	TBD
RAF Score Improvement	1.2	TBD	TBD

Team Members

Sonia Duran-Aguilar, Ryan Gates, Jessica Rodriguez, John Leal, Ivan Jara

Strategy Charter for: Growth – Maintain Financial Strength

Strategic Initiative: High Performing OP Delivery Network

Objective

Develop, maintain and grow a high-performing OP delivery network

Key Components

1. Clinic visit volume remains the strongest objective link to financial strength
2. Develop existing provider productivity/opportunity reports
3. Identify new primary/specialty opportunities to add
4. Incorporate into monthly dashboard rolled up overall and drilled down to clinic/provider level coupled with monthly accountability meetings around operational measures
5. Implementation and mature use of telehealth technologies
6. Aggressive marketing to community and targeted physician recruitment

Financial Impact

	FY21	FY22	FY23
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Outcomes	FY21	FY22	FY23
Clinic Visits	100% to budget	100% to budget	100% to budget

Team Members

Ryan Gates, Jessica Rodriguez, John Leal, Ivan Jara

Strategy Charter for: Finance – Maintain Financial Strength

Strategic Initiative: High Performing OP Delivery Network

Objective

Develop, maintain and grow a high-performing OP delivery network

Key Components

1. Incorporate into monthly dashboard rolled up overall and drilled down to clinic/provider level coupled with monthly accountability meetings around operational measures
2. Localize clinic management to provide real time management of staffing and productivity
3. Add additional locations and services in line with community needs and strategic plan
4. Convert strategic clinics to FQHC for PPS rate reimbursement to improve financial performance and sustainability

Outcomes	FY21	FY22	FY23
Net Income	100% to budget	100% to budget	100% to budget
Labor Productivity	100% to budget	100% to budget	100% to budget
Provider Deficiencies	0% variance	0% variance	0% variance

Financial Impact	FY21	FY22	FY23
Capital Requirements			
Revenue			
Expenses			
Labor			
Supplies			
Other			
Total Costs			
Contribution Margin			

Team Members

Malinda Tupper, Ryan Gates, Jessica Rodriguez

Proposed Kaweah Delta Fiscal Year 2022 Strategic Planning Process

Proposed Fiscal Year 2022 Strategic Planning Process

