



December 13, 2019

**NOTICE**

The Board of Directors of the Kaweah Delta Health Care District will meet in an open Board of Directors meeting at 4:15PM on Wednesday, December 18, 2019 in the Memory Care Center at Quail Park at Shannon Ranch – 3440 W. Flagstaff, Visalia.

The Board of Directors of the Kaweah Delta Health Care District will meet in a closed Board of Directors meeting at 5:30PM on Wednesday, December 18, 2019 in the Memory Care Center at Quail Park at Shannon Ranch – 3440 W. Flagstaff, Visalia pursuant to Government Code 54956.9(d)(2) Health and Safety Code 32155, 1461, and 32106.

The Board of Directors of the Kaweah Delta Health Care District will meet in an open Board of Directors meeting at 6:00PM on Wednesday, December 18, 2019 in the Memory Care Center at Quail Park at Shannon Ranch – 3440 W. Flagstaff, Visalia.

The Board of Directors of the Kaweah Delta Health Care District will meet in a closed Board of Directors meeting following the 6:00pm meeting on Wednesday, December 18, 2019 in the Memory Care Center at Quail Park at Shannon Ranch – 3440 W. Flagstaff, Visalia pursuant to Government Code 54956.9(b)(1).

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.

The disclosable public records related to agendas are available for public inspection at the Kaweah Delta Medical Center – Acequia Wing, Executive Offices (Administration Department) {1st floor}, 400 West Mineral King Avenue, Visalia, CA and on the Kaweah Delta Health Care District web page <http://www.kaweahdelta.org>.

KAWEAH DELTA HEALTH CARE DISTRICT  
Nevin House, Secretary/Treasurer

A handwritten signature in black ink that reads 'Cindy Moccio'.

Cindy Moccio - Board Clerk / Executive Assistant to CEO

**DISTRIBUTION:**

Governing Board  
Legal Counsel  
Executive Team  
Chief of Staff

[www.kaweahdelta.org](http://www.kaweahdelta.org)



# KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS MEETING

Quail Park at Shannon Ranch  
3440 W. Flagstaff, Visalia  
[www.KaweahDelta.org](http://www.KaweahDelta.org)

Wednesday, December 18, 2019

## OPEN MEETING AGENDA {4:15PM}

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 the item has been 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 – 5:30PM**
  - 4.1. **Approval of closed meeting minutes** – November 25, 2019.
  - 4.2. **Conference with Legal Counsel – Anticipated Litigation** – Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) – 11 Cases – *Ben Cripps, Compliance & Privacy Officer and Dennis Lynch, Legal Counsel*
  - 4.3. **Credentialing** pursuant to Health and Safety Code 1461 and 32155, medical staff privileges – *Dennis Lynch, Legal Counsel*
  - 4.4. **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 pursuant to Health and Safety Code 1461 and 32155 – *Byron Mendenhall, MD, Chief of Staff.*
  - 4.5. **Quality Assurance** pursuant to Health and Safety Code 32155 and 1461, report of quality assurance committee – *Byron Mendenhall, MD, Chief of Staff*
5. **TOUR OF QUAIL PARK AT SHANNON RANCH**
6. **ADJOURN**

## CLOSED MEETING AGENDA {5:30PM}

1. **CALL TO ORDER**
2. **APPROVAL OF CLOSED MEETING MINUTES** – [November 25, 2019](#)  
*Action Requested – Approval of the closed meeting minutes – November 25, 2019.*
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) – 11 Cases  
*Ben Cripps, Compliance & Privacy Officer and Dennis Lynch, Legal Counsel*
4. **CREDENTIALING** pursuant to Health and Safety Code 1461 and 32155, medical staff privileges.  
*Dennis Lynch, Legal Counsel*
5. **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 pursuant to Health and Safety Code 1461 and 32155 – *Byron Mendenhall, MD, Chief of Staff.*
6. **QUALITY ASSURANCE PURSUANT TO HEALTH AND SAFETY CODE 32155 AND 1461, REPORT OF QUALITY ASSURANCE COMMITTEE**  
*Byron Mendenhall, MD, Chief of Staff*
7. **ADJOURN**

## OPEN MEETING AGENDA {6:00PM}

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 the item has been 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. **CLOSED SESSION ACTION TAKEN** – Report on action(s) taken in closed session.
5. **OPEN MINUTES** – Request approval of the [November 25, 2019 open](#) board of directors meeting minutes.  
*Action Requested – Approval of the open meeting minutes – November 25, 2019 open board of directors meeting minutes.*

6. **RECOGNITIONS** – *John Hipkind, MD*
- 6.1. Presentation of [Resolution 2061 to Karen Bontekoe](#) - Service Excellence Award – December 2019.
  - 6.2. Presentation of [Resolution 2062 to Mary Sisto, RN](#), Director of Nursing – Rehabilitation and Skilled Nursing retiring from Kaweah Delta – 12 years of service.
  - 6.3. Presentation of [Resolution 2063 to Mike Varela](#), Environmental Services Aide retiring from Kaweah Delta – 19 years of service.
  - 6.4. Presentation of [Resolution 2064 to Rose Newsom, RN](#) Director of Nursing Practice retiring from Kaweah Delta – 42 years of service.
  - 6.5. Presentation of Resolution 2065 to John Hipkind, MD in appreciation of his service to the Kaweah Delta Health Care District Board, 2008-2019.
7. **[STREET MEDICINE](#)** - Presentation relative to the Street Medicine Program.  
*Omar Guzman, MD, Director of Undergraduate Medical Education, Department of Emergency Medicine*
8. **CONSENT CALENDAR** - *All matters under the Consent Calendar will be approved by one motion, unless a Board member request separate action on a specific item.*

**8.1. REPORTS**

- A. [Medical Staff Recruitment](#)
- B. [Environment of Care](#)
- C. [Compliance](#)

**8.2. POLICIES**

**A. HUMAN RESOURCES**

1. Special Pay Practices		New
2. <a href="#">Standby and Callback Pay</a>	72	Revised
3. <a href="#">Differential Pay-Shift, Holiday, and Weekend</a>	75	Revised
4. <a href="#">Performance Management and Competency Assessment Program</a>	213	Revised
5. <a href="#">Transfers</a>	31	Revised
6. <a href="#">Education Assistance</a>	61	Revised
7. Professional Certification Bonus	50	Deleted
8. Education Assistance and Loan Repayment Awards	51	Deleted
9. Education Programs and Compensation Practice	246	Deleted
10. Educational Leave of Absence	150	Deleted

**B. COMPLIANCE**

1. <a href="#">Physician Contracts and Relationships</a>	CP.03	Revised
2. <a href="#">Federal and State False Claims Act and Employee Protection Provisions</a>	CP.13	Revised



### 8.3. Recommendation from the Medical Executive Committee (DECEMBER 2019)

- A. Medical Staff Policy
  - 1) [MS45 Initial FPPPE \(Proctoring\) - Revised](#)
- B. Privilege Criteria – Revised
  - 1) [Anesthesia](#)
  - 2) [Nurse Practitioner / Physician Assistant](#)
  - 3) [Certified Registered Nurse Anesthetist](#)
  - 4) [Emergency Medicine](#)

8.4. The Kaweah Delta Health Care District Board of Directors supports verification as a Level III trauma center by the American College of Surgeons. Kaweah Delta commits to maintain the high standards needed to provide optimal care of all trauma patients. The multidisciplinary trauma performance improvement program has the authority to evaluate care across disciplines, identify opportunity for improvement, and implement corrective actions.

8.5. [BOARD BYLAWS](#) – Annual review and approval of amendments to the Board Bylaws.

8.6. Professional Services Agreement second addendum regarding Pediatric Services Agreement and Professional Services Agreement regarding Neonatology and Pediatric Specialty Services effective January 1, 2020.

*Recommended Action: Approve the December 18, 2019 Consent Calendar.*

9. [COMMUNITY ENGAGEMENT](#) - Report on the Kaweah Delta Community Engagement Initiative groups.

*Deborah Volosin, Director of Community Engagement*

10. [GRADUATE MEDICAL EDUCATION ANNUAL REPORT](#) – Annual institution review.

*Lori Winston, MD, Designated Institutional Official*

11. [STRATEGIC PLAN- Kaweah Care Culture](#) – Strategic initiative update.

*Dianne Cox, Vice President of Human Resources, Laura Goddard, Director of Organizational Development, Ed Largoza, RN, Director of Patient Experience, Teresa Boyce, Director of Medical Staff Services, Sandy Volchko, RN, Director of Quality and Patient Safety, and Brittany Taylor, Director of Physician Recruitment/Relations*

12. [EMPLOYEE SATISFACTION SURVEY](#) – Progress report relative to the 2019 Kaweah Delta Employee Survey.

*Dianne Cox, Vice President of Human Resources & Laura Goddard, Director of Organizational Development*

13. [RESOLUTION 2060 AND ORDINANCE 19-01](#) - Review and approval of Ordinance 19-01, approving a formal agreement for sale of Kaweah Delta Health Care District (Tulare

County, California) revenue bonds, Series 2020. Review and approval of Resolution 2060, a resolution of the Board of Directors of Kaweah Delta Health Care District authorizing the issuance of revenue bonds pursuant to the local health care district law and chapters 3 and 6, part 1, division 2, title 5 of the California Government Code as reviewed and recommend for approval by the Finance, Property, Services, and Acquisition Committee (12/16/19).

*Malinda Tupper, VP & Chief Financial Officer, Jennifer Stockton, Director of Finance*

*Recommended Action - Approval of Ordinance 19-01, approving a formal agreement for sale of Kaweah Delta Health Care District (Tulare County, California) revenue bonds, Series 2020. Approval of Resolution 2060, a resolution of the Board of Directors of Kaweah Delta Health Care District authorizing the issuance of revenue bonds pursuant to the local health care district law and chapters 3 and 6, part 1, division 2, title 5 of the California Government Code.*

- 14. FINANCIALS** – Review of the most current fiscal year 2020 financial results.

*Malinda Tupper, VP & Chief Financial Officer*

- 15. 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.

*Byron Mendenhall, MD, Chief of Staff*

*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 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 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.*

- 16. ELECTION OF OFFICERS** - Kaweah Delta Health Care District – The offices of President, Vice President, and Secretary/Treasurer shall be selected at the first regular meeting in December of a non-election year of the District. To hold the office of President, a Board

member must have at least one year of service on the Board of Directors. These officers shall hold office for a period of two (2) years or until the successors have been duly elected (or in the case of an unfulfilled term, appointed) and qualified. The officer positions shall be by election of the Board itself.

*Dennis Lynch, Legal Counsel*

*Action Requested Election of Kaweah Delta Health Care District Board of Directors Officers.*

17. Appointment to replace John Hipkind, MD on the Kaweah Delta Health Care, Inc. Board of Directors effective January 1, 2020.

18. Appointment to replace John Hipkind, MD on the Sequoia Integrated Health Board of Managers effective January 1, 2020.

#### 19. REPORTS

19.1. Chief of Staff – Report relative to current Medical Staff events and issues.  
*Byron Mendenhall, MD, Chief of Staff*

19.2. Chief Executive Officer Report -Report relative to current events and issues.  
*Gary Herbst, Chief Executive Officer*

- Legislative Updates
- Federally Qualified Health Center

19.3. Board President - Report relative to current events and issues.  
*Lynn Havard Mirviss, Board President*

20. **APPROVAL OF CLOSED AGENDA AS FOLLOWS:** Closed Meeting Agenda – Immediately following the open session

- **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*

#### ADJOURN

### CLOSED MEETING AGENDA

#### 1. CALL TO ORDER

2. **CEO EVALUATION** – 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*

#### ADJOURN

*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 DECEMBER 18, 2019**

**CLOSED MEETING SUPPORTING DOCUMENTS**

**PAGES 8-19**

**BOARD OF DIRECTORS MEETING – CLOSED SESSION**

**KDHCD - BOARD OF DIRECTORS MEETING**

**MONDAY DECEMBER 18, 2019**

**CLOSED MEETING SUPPORTING DOCUMENTS**

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**BOARD OF DIRECTORS MEETING – CLOSED SESSION**

**KDHCD - BOARD OF DIRECTORS MEETING**

**MONDAY DECEMBER 18, 2019**

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**BOARD OF DIRECTORS MEETING – CLOSED SESSION**

**KDHCD - BOARD OF DIRECTORS MEETING**

**MONDAY DECEMBER 18, 2019**

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**BOARD OF DIRECTORS MEETING – CLOSED SESSION**

**KDHCD - BOARD OF DIRECTORS MEETING**

**MONDAY DECEMBER 18, 2019**

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**BOARD OF DIRECTORS MEETING – CLOSED SESSION**

**KAWEAH DELTA HEALTH CARE DISTRICT**

**BOARD OF DIRECTORS MEETING**

**MONDAY DECEMBER 18, 2019**

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**BOARD OF DIRECTORS MEETING – CLOSED SESSION**

**KDHCD - BOARD OF DIRECTORS MEETING**

**MONDAY DECEMBER 18, 2019**

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**BOARD OF DIRECTORS MEETING – CLOSED SESSION**

**KDHCD - BOARD OF DIRECTORS MEETING**

**MONDAY DECEMBER 18, 2019**

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**BOARD OF DIRECTORS MEETING – CLOSED SESSION**

**KAWEAH DELTA HEALTH CARE DISTRICT**

**BOARD OF DIRECTORS MEETING**

**MONDAY DECEMBER 18, 2019**

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**BOARD OF DIRECTORS MEETING – CLOSED SESSION**

**KDHCD - BOARD OF DIRECTORS MEETING**

**MONDAY DECEMBER 18, 2019**

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**BOARD OF DIRECTORS MEETING – CLOSED SESSION**

**KDHCD - BOARD OF DIRECTORS MEETING**

**MONDAY DECEMBER 18, 2019**

**CLOSED MEETING SUPPORTING DOCUMENTS**

**PAGES 8-19**



**BOARD OF DIRECTORS MEETING – CLOSED SESSION**

**KDHCD - BOARD OF DIRECTORS MEETING**

**MONDAY DECEMBER 18, 2019**

**CLOSED MEETING SUPPORTING DOCUMENTS**

**PAGES 8-19**



## RESOLUTION 2061

WHEREAS, the Department Heads of the KAWEAH DELTA HEALTH CARE DISTRICT are recognizing Karen Bontekoe, with the Service Excellence Award for the Month of December 2019, 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 Karen Bontekoe for this honor and in recognition thereof, have caused this resolution to be spread upon the minutes of the meeting.

PASSED AND APPROVED this 18<sup>th</sup> day of December 2019 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



## RESOLUTION 2062

WHEREAS, Mary Sisto, RN, is retiring from duty at Kaweah Delta Health Care District after 12 years of service; and,

WHEREAS, the Board of Directors of the Kaweah Delta Health Care District is aware of her 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 Mary Sisto, RN for 12 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 28<sup>th</sup> day of October 2019 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



## RESOLUTION 2063

WHEREAS, Mike Varela, is retiring from duty at Kaweah Delta Health Care District after 19 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 Mike Varela for 19 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 18<sup>th</sup> day of December 2019  
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



## RESOLUTION 2064

WHEREAS, Rose Newsom, RN, is retiring from duty at Kaweah Delta Health Care District after 42 years of service; and,

WHEREAS, the Board of Directors of the Kaweah Delta Health Care District is aware of her 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 Rose Newsom, RN for 42 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 18<sup>th</sup> day of December 2019  
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

# Kaweah Delta Street Medicine

**Omar Guzman, MD**  
**Director of Undergraduate Medical Education**  
**Department of Emergency Medicine**  
**Kaweah Delta Health Care District**



**Kaweah Delta**  
UNDERGRADUATE MEDICAL EDUCATION PROGRAM





# Street Medicine Institute





# Defining Street Medicine

- Direct delivery of healthcare to the unsheltered homeless
- All care is provided free of charge and delivered onsite
- “Go to the People”

# Street Medicine



Kaweah Delta  
UNDERGRADUATE MEDICAL EDUCATION PROGRAM



## The Backpack

- diagnostics, bandages, acute care medicines, technology
- "Vital signs are Vital"

Deliver care to patients where they live

Earn their trust

*Homeless Outreach and Proactive Enforcement (HOPE) Team*

Get them into the clinic



Kaweah Delta  
**Community Outreach**  
A division of Kaweah Delta Health Care District

Get them **housed.**









# Kaweah Delta

MORE THAN MEDICINE. LIFE.



# Questions?

## FOREIGNER

JANUARY 27, 2020 • VISALIA CONVENTION CENTER

**COLD AS ICE**



A portion of the proceeds benefit Kaweah Delta Hospital Foundation STREET MEDICINE PROGRAM

The Street Medicine program is a committed group of physicians, residents, and community volunteers who travel the roads of Tulare County reaching out to our most vulnerable patients: the undocumented worker, uninsured, and homeless population.

Headed by Visalia Native and Kaweah Delta Physician, Dr. Omar Guzman, these dedicated professionals offer a safety net to those with limited or no access to care.

EARLY TICKET PURCHASES for KD family

Pre-sale code: **COLD AS ICE**  
Monday 11/4 beginning at 10 am  
[visaliatix.com](http://visaliatix.com)





## Kaweah Delta Physician Recruitment and Relations Medical Staff Recruitment Report - December 2019

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

Date prepared: 12/5/2019

<b>Central Valley Critical Care Medicine</b>	
Hospitalist	4
Intensivist	4

<b>Delta Doctors Inc.</b>	
Adult Primary Care	1
OB/Gyn	2
Laborist	1

<b>Kaweah Delta Faculty Medical Group</b>	
Family Medicine Associate Program Director	1
Family Medicine Core Faculty	1
Family Medicine Medical Director	1
Family Medicine Program Director	1

<b>Key Medical Associates</b>	
Family Medicine	1
Gastroenterology	1
Hospitalist	1
Internal Medicine - Outpatient	1
Pediatrics	1

<b>Other Recruitment</b>	
Orthopedic Surgery - Hand	1
Palliative Medicine	2

<b>Sequoia Radiation Oncology Medical Associates</b>	
Radiation Oncology	1

<b>Somnia</b>	
Anesthesiology - Cardiac & Vascular	1

<b>Valley Children's Health Care</b>	
Maternal Fetal Medicine	2

<b>Valley Hospitalist Medical Group</b>	
Nocturnist	1
GI Hospitalist	1

<b>Visalia Medical Clinic (Kaweah Delta Medical Foundation)</b>	
Dermatology	2
Gastroenterology	2
Internal Medicine	1
OB/GYN	3
Orthopedic Surgery	1
Otolaryngology	1
Pediatrics	1
Psychiatry	2
Radiology - Diagnostic	1
Rheumatology	1
Urology	1

Candidate Activity								
Specialty/Position	Group	Last Name	First Name	Availability	Board Certification	CA Licensed	Referral Source	Current Status
Cardiothoracic Surgery	Golden State Cardiac & Thoracic Surgery	Carrizo, M.D.	Gonzalo	10/19	American Board of Thoracic Surgery, Certified	Active	Cleveland Clinic Foundation affiliate job posting - 7/27/18	Locum Start Date: 12/9/19
Dermatology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Saunders, M.D.	Kent	04/21	American Board of Pediatrics, Certified; American Board of Dermatology, Certified	None	Fidelis Partners - 11/27/19	Currently under review
Endocrinology	Key Medical Associates	Chahal, M.D.	Rajinder	11/19	American Board of Internal Medicine, Certified	Active	Internal Referral	Site Visit: 7/2/19; Offer accepted; Group Start date: 11/4/2019; KD start date pending privileges.
Family Medicine	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Bland, D.O.	Scott	08/21	American Board of Family Medicine, Eligible	None	Direct - 9/15/19	Pending site visit in early 2020
Family Medicine	Key Medical Associates	Jones, M.D.	Nicholas	08/20	American Board of Family Medicine, Eligible	None	Carson Kolb	Site Visit: 9/14/19; Offer extended
Family Medicine	Delta Doctors, Inc.	Macias, M.D.	Lea	08/20	TBD	Active	Current KDH Resident	Site Visit: 11/25/19; offer pending
Family Medicine	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Singh, M.D.	Sholin	08/20	TBD	Active	Direct - UCSF Fresno Career Fair	Pending site visit in early 2020
Family Medicine Core Faculty	Kaweah Delta Faculty Medical Group	Arellano-Banoni, M.D.	Gisela	10/19	American Board of Family Medicine, Certified	Active	Internal Referral	Site Visit: 9/25/19; Offer extended
Family Medicine - Program Director	Kaweah Delta Faculty Medical Group	Martinez, M.D.	Mario	TBD	American Board of Family Medicine, Certified	Active	Internal Referral	Site Visit: 11/22/19; Offer pending
Family Medicine	Key Medical Associates	Janvelian, M.D.	Vladimir	09/20	American Board of Family Medicine, Eligible	None	Carson Kolb - 11/28/18	Site Visit: 2/15/19; Offer accepted; Start date pending
Family Medicine	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Patty, M.D.	Christina	08/20	American Board of Family Medicine, Eligible	Active	Direct - Local Candidate	Site Visit: 2/5/19; Offer accepted; Start Date: 8/31/20
Gastroenterology	Key Medical Associates	Jaafar, M.D.	Imad	08/20	American Board of Internal Medicine, Certified	In progress	2019 Digestive Disease Week Career Fair	Site Visit: 7/27/19; Offer extended; 2nd visit: 11/9/19



**Candidate Activity**

Specialty/Position	Group	Last Name	First Name	Availability	Board Certification	CA Licensed	Referral Source	Current Status
Hospitalist - Nights	Valley Hospitalist Medical Group	Gadhia, M.D.	Shardul	TBD	American Board of Internal Medicine, Certified	None	Direct Candidate	Site Visit: 10/25/19
Hospitalist	Central Valley Critical Care Medicine	Destia, M.D.	Edomias	08/20	TBD	None	Referral - Dr. Sukhvir Singh	Site Visit: 11/22/19
Hospitalist	Central Valley Critical Care Medicine	Diramerian, M.D.	Liza	08/20	TBD	None	Referral - Dr. Umer Hayyat	Site Visit: 12/18/19
Hospitalist	Central Valley Critical Care Medicine	Li, M.D., Ph.D.	Yuehua	08/20	American Board of Internal Medicine, Eligible	Active	Vista Staffing - 11/5/2019	Site visit pending dates
Hospitalist	Central Valley Critical Care Medicine	Singh, M.D.	Gurpreet	07/20	American Board of Internal Medicine, Eligible	None	PracticeLink - 10/9/19	Currently under review
Hospitalist	Central Valley Critical Care Medicine	Singh, M.D.	Sukhvir	07/20	American Board of Internal Medicine, Eligible	Pending	Vista Staffing - 8/12/2019	Site Visit: 9/23/19; pending next steps from group
Hospitalist	Central Valley Critical Care Medicine	Tran, M.D.	Michelle	TBD	American Board of Internal Medicine, Certified	Active	Mdstaffers - 10/9/19	Currently under review
Hospitalist	Central Valley Critical Care Medicine	Wang, M.D.	Yanning	07/20	TBD	Active	Vista Staffing - 11/18/19	Site visit pending dates
Hospitalist	Central Valley Critical Care Medicine	Hayyat, M.D.	Umer	08/20	American Board of Internal Medicine, Eligible	In progress	Practice Link	Site Visit: 8/14/19; Offer accepted
Hospitalist	Central Valley Critical Care Medicine	Milani, M.D.	Kasra	01/20	American Board of Internal Medicine, Certified	Active	Vista Staffing - 8/12/2019	Site Visit: 8/22/19; Offer accepted; Tentative Start Date: 1/2020
Hospitalist	Central Valley Critical Care Medicine	Upton, M.D.	Tracy	08/20	American Board of Internal Medicine, Eligible	Active	Vista Staffing - 9/12/19	Site Visit: 10/17/19; Offer accepted
Intensivist	Central Valley Critical Care Medicine/Valley Hospitalist	Emami, M.D.	Nader	07/20	American Board of Internal Medicine, Certified; Critical Care Medicine, Eligible	None	Comp Health 10/1/19	Site visit pending dates
Intensivist	Central Valley Critical Care Medicine/Valley Hospitalist	Greer, M.D.	Robert	08/20	TBD	Active	Vista Staffing - 11/18/19	Site visit pending dates

**Candidate Activity**

Specialty/Position	Group	Last Name	First Name	Availability	Board Certification	CA Licensed	Referral Source	Current Status
Intensivist	Central Valley Critical Care Medicine	John, D.O.	Avinaj	08/21	TBD	None	Vista Staffing - 10/25/19	Site Visit: 12/13/19
Intensivist	Central Valley Critical Care Medicine	Kelker, M.D.	Tariq	TBD	American Board of Surgery - General, Certified; American Board of Critical Care. Eligible -	Active	MDstaffers - 10/11/19	Site visit pending dates
Intensivist	Central Valley Critical Care Medicine	Mateen, M.D.	Pamir	TBD	American Board of Internal Medicine, Eligible	Active	Comp Health 11/18/19	Site visit pending dates
Intensivist	Central Valley Critical Care Medicine	Rubinchikova, M.D.	Yelena	12/19	American Board of Internal Medicine, Eligible	None	Fidelis Partners - 8/14/19	Site Visit: 10/21/19; offer pending
Internal Medicine	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Malik, M.D.	Sara	08/21	American Board of Internal Medicine, Eligible	None	Direct - Dr. Umer Hayyat's spouse	Pending site visit in early 2020
Maternal Fetal Medicine	Valley Children's Hospital	Acosta, M.D.	Reinaldo	TBD	American Board of OB/GYN, Certified; American Board of OB/GYN - Maternal Fetal Medicine - Certified	Active	Valley Children's - 7/11/2019	Site Visit: 7/30/19; Possible locums to permanent
Neonatology	Valley Children's Hospital	Ibonia, M.D.	Katrina	12/19	American Board of Pediatrics; Neonatal-Perinatal, Certified	Active	Valley Children's - 8/1/2019	Site Visit: 8/27/19; Offer accepted; Start date: 3/9/20
Neonatology	Valley Children's Hospital	Gerard, M.D.	Kimberley	01/20	American Board of Pediatrics, Eligible (Exam 10/2019)	Active	Valley Children's - 11/28/18	Site Visit: 1/11/19; Start date pending; early 2020
OB/GYN	Delta Doctors, Inc.	Hayes, M.D.	Carl	TBD	TBD	Active	Physician Empire - 10/29/19	Site Visit: 12/10/19
Otolaryngology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Badran, M.D.	Karam	08/20	American Board of Otolaryngology – Head and Neck Surgery, Eligible	Active	Fidelis Partners - 8/8/2019	Site Visit: 10/14/19; Offer extended
Otolaryngology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Neel, M.D.	Gregory	08/20	American Board of Otolaryngology – Head and Neck Surgery, Eligible	None	AAO-HNS Job Posting	Pending site visit in early 2020

**Candidate Activity**

Specialty/Position	Group	Last Name	First Name	Availability	Board Certification	CA Licensed	Referral Source	Current Status
Palliative Medicine	Independent	Mylavarapu, M.D.	Alexander	08/20	American Board of Hospice & Palliative Medicine, Eligible	None	Fidelis Partners - 9/30/19	Site visit: 11/5/19; Offer extended
Pediatrics	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Currie, D.O.	Kristen	03/20	American Board of Pediatrics, Certified	In progress	Practice Match - 9/17/19	Site Visit: 10/28/19 Offer accepted; Tentative start date: 3/2020
Radiation Oncology	Sequoia Radiation Oncology Medical Associates	Chang, D.O.	Tangel	01/20	American Board of Radiology - Radiation Oncology, Certified	Active	ASTRO Conference 2017	Site Visit: 10/7/19; 2nd visit: 10/28/19; Offer extended
Urology	Visalia Medical Clinic (Kaweah Delta Medical Foundation)	Brown, M.D.	Melissa	TBD	American Board of Urology, Certified	None	Fidelis Partners - 11/22/19	Currently under review



**Environment of Care  
3<sup>rd</sup> Quarter Report  
July 1, 2019 through September 30, 2019  
Presented by  
Maribel Aguilar, Safety Officer**

**Kaweah Delta Healthcare District  
Performance Monitoring 3<sup>rd</sup> Quarter 2019**

**EOC Component:**

**SAFETY**

**Performance Standard:**

**Employee Health:** The objective is to reduce Occupational Safety & Health Administration (OSHA) recordable work related injuries/illness cases by 10% from the year 2018. No more than 214 injuries in 2019

**Goal:** Reduce OSHA Recordable Injuries by 10% in 2019.

**Minimum Performance Level:** Reduce OSHA Recordable Injuries by 10% in 2019.

**Evaluation:**

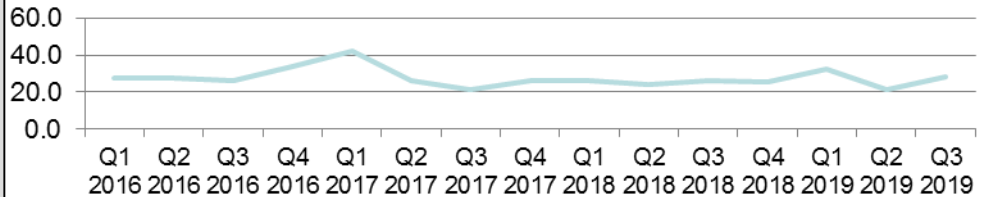
There were 60 Occupational Safety & Health Administration (OSHA) reportable injuries during the 3<sup>rd</sup> quarter 2019.

We review the departments that have had over 3 OSHA recordable injuries in a quarter and send a report to managers. Environmental Services, Security, Patient Transport and Exeter Health Clinic all had 3 or more injuries during 3<sup>rd</sup> Quarter 2019.

Provided 15 ergonomic evaluations in 3<sup>rd</sup> quarter to prevent cumulative trauma injuries/claims.

Goal for 3<sup>rd</sup> quarter was not met.

**# of injuries /1000 Employees**



Type of injury					Totals 2019	Annual % chg	Totals 2018	Per 1000 employees
	Q1	Q2	Q3	Q4				
Total Accidents	158	103	118		379	4.2%	485	23.99
OSHA recordable	58	48	60		166	-7.0%	238	12.20
Lost time cases	39	44	39		122	9.9%	148	7.93
Strain/sprain	26	26	32		84	0.0%	112	6.51
Bruise/ Contusion	7	13	9		29	38.1%	28	1.83
Cum Trauma	0	3	0		3	-55.6%	9	0.00
Sharps Exp	18	19	18		55	-12.7%	84	3.66
BBF Splash	1	10	8		19	68.9%	15	1.63
# EE end of QTR	4882	4887	4919					

**Plan for Improvement**

- Identify employees with 3 or more OSHA recordable injuries in last 2 years. Identify trends and educational opportunities. Detail sent to Managers/Directors to determine prevention opportunities, re-education and/or re-training.
- Departments with 3 or more OSHA recordable injuries in 3<sup>rd</sup> Qtr., EVS, Security, Exeter Health Clinic, and Patient Transfer Services. Same day on-site incident investigation with employee. Follow-up with manager for prevention opportunities and/or process changes. Investigation/ follow-up may include photos, video and interview of witnesses/ manager..
- Utilize physical therapy assistant in Employee Health for work site evaluations, evaluate for proper body mechanics to prevent injury, stretching exercises and equipment recommendations to ensure safety with our jobs.

**OSHA reportable injuries and illnesses are as follows:**

- Fatalities, regardless of the time between the injury and death or the length of the illness.
- Any case, other than a fatality that resulted in lost workdays.
- Cases that did not have lost workdays but where the employee was transferred to another job or was terminated.
- Cases that required medical treatment other than first aid.
- Cases that involve loss of consciousness or restriction of work or motion (this includes any diagnosed occupational illnesses that are reported but not classified as fatalities or lost workdays).

## EOC Component:

## EMERGENCY PREPAREDNESS

### Performance Standard:

During routine hazard surveillance rounds employees will be queried regarding their role during Hospital Codes. They will be able to verbalize their roll during a Code Red, Code Pink, Code Purple, and Code Triage.

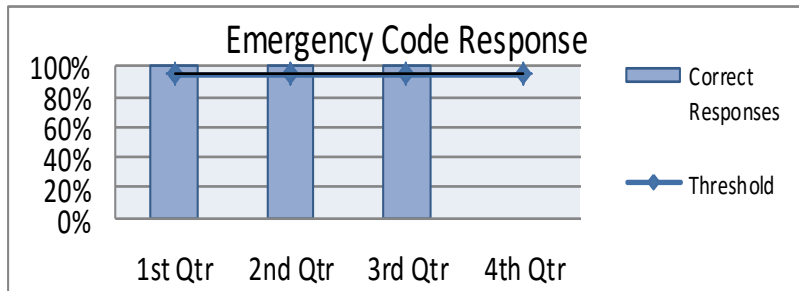
Goal: 100% Compliance.

Minimum Performance Level: Employees able to answer correctly 95% of the time.

#### Evaluation:

Fifteen departments were surveyed in the 3<sup>rd</sup> quarter. In all departments surveyed staff were able to verbalize their role during an internal disaster, which resulted in a 100% compliance rate.

95% minimum performance level was met for this quarter.



#### Plan for Improvement:

In each department visited there was knowledge of Emergency Code procedures. Employees have been able to verbalize their role during hospital codes. Staff have been randomly queried regarding code red, code pink, code purple, etc.

We will continue to monitor through hazard surveillance rounding and during the quarterly mini drills.

## EOC Component:

## SAFETY

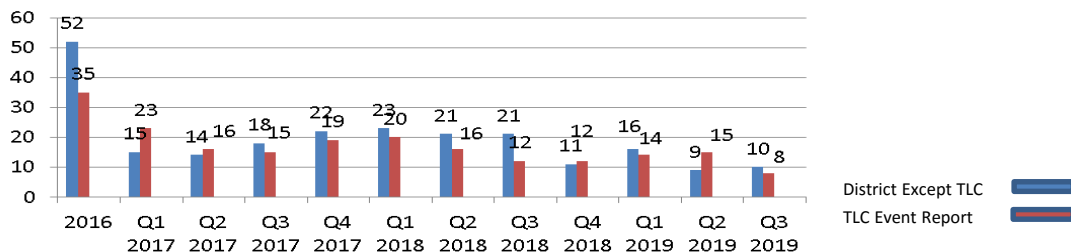
### Performance Standard:

**Risk Management:** Non-patient injuries will be monitored to identify the need for further training and/or procedural changes on completing occurrence reports.

**Goal:** Reporting of non-patient safety related events will increase by 10% by the end of 2019.

**Minimum Performance Level:** Increase by 10% from baseline.

### Risk Management – Non-Patient Safety Reports Filed



#### Evaluation:

There were 18 non-patient safety reports filed during the 3<sup>rd</sup> quarter 2019.

Lifestyle Center had 10 events related to trip and falls over equipment. One preventable injury due to equipment failure.

#### Plan for Improvement:

This performance standard is being met or exceeded. Risk Management will continue to conduct a trend analysis of all visitor falls and injuries that have occurred to identify trends.

Faulty equipment was removed and replaced. Preventative Work order was created for equipment to be checked on a monthly basis.

## EOC Component:

## SECURITY

### Performance Standard:

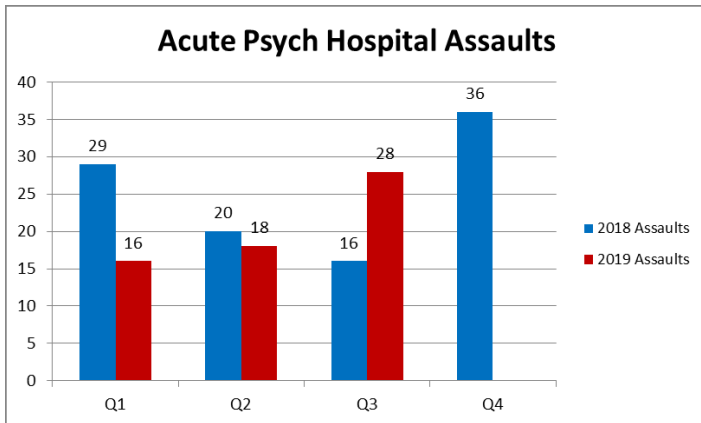
#### Evaluation:

All employees, physicians and support staff assigned to work in the Kaweah Delta Mental Health Hospital have received training in Non-violent Crisis Intervention.

Acute Psych Hospital  
Average patient days = 1436  
We had 28 assaults in 3<sup>rd</sup> quarter 2019 compared to 16 in 3<sup>rd</sup> quarter 2018.  
Goal is met for this quarter.

Kaweah Delta has adopted the *Non-Violent Crisis Intervention* training from the Crisis Prevention Institute in response to the Cal/OSHA Workplace Violence mandate. The Security Department is tracking *assaultive* incidents that originates from the Emergency Department and the Acute Psych Hospital to determine effectiveness of crisis intervention program with the goal of proactively being able to identify early warning signs of aggressive behavior and early intervention to decrease preventable assaults. Staff have been encouraged to report all incidents of Workplace Violence regardless of severity, this may contribute to an increase in numbers.

**Goal:** Decrease assaults by 5% from previous year. Acute Psych Hospital goal of 96 or less assaults, less than 24 per quarter.



#### Plan for Improvement:

Acute Psych: Implement Non-violent Intervention Crisis training, proactively manage difficult-aggressive patients.

## EOC Component:

## HAZARDOUS MATERIALS

### Performance Standard:

Each chemical will be listed in the Hazardous Substance Inventory along with Material Safety Data Sheets containing the required information. During Hazardous Surveillance rounds five chemicals in each area will be checked to insure compliance.

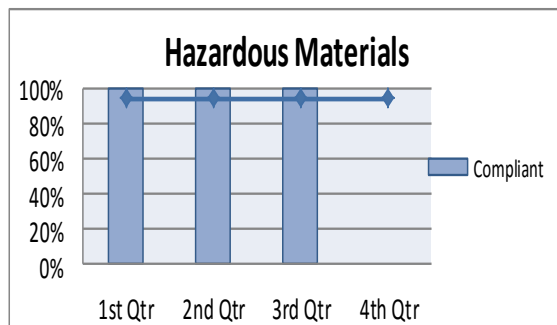
#### Evaluation:

Fifteen departments were surveyed in the 3<sup>rd</sup> Qtr. Of the departments checked 15/15 departments were compliant.  
This resulted in a 100% compliance rating.

95% Minimum Performance Level was met for this Quarter.

**Goal:** 100% compliance.

**Minimum Performance Level:** 95% compliance with response to chemical inventory.



#### Plan for Improvement:

Departments complete a full chemical inventory on a yearly basis. All new chemicals are added or removed from the areas.

39/241

We will continue to monitor and educate during hazard surveillance rounding.

## EOC Component:

## SAFETY

### Performance Standard:

**Risk Management:** No patient death or serious disability\* associated with a fall while being cared for in a KDHC facility.

**Goal:** 100% Compliance.

**Minimum Performance Level:** 100% Compliance.

### Evaluation:

There were no incidents of patient death or serious disability associated with a fall while being cared for in a KDHC facility.

The Minimum Performance Level was met for this standard.

\*Serious disability means physical or mental impairment that substantially limits one or more of the major life activities of an individual, or the loss of bodily function if the impairment lasts more than seven (7) days, or is still present at the time of discharge, or loss of a body part.

### Plan for Improvement:

Hazardous Surveillance inspections of all KDHC facilities conducted on a scheduled basis. Safety issues identified are resolved by department manager.

Continue to monitor.

## EOC Component:

## FIRE PREVENTION/LIFE SAFETY

### Performance Standard:

Equipment and supply storage compliance will be monitored during hazard surveillance inspections. Supplies are not to be stored on the floor. There also needs to be a clearance of 18" to the ceiling in sprinklered rooms and 24" in non-sprinklered rooms per California Fire Code & The Joint Commission requirements.

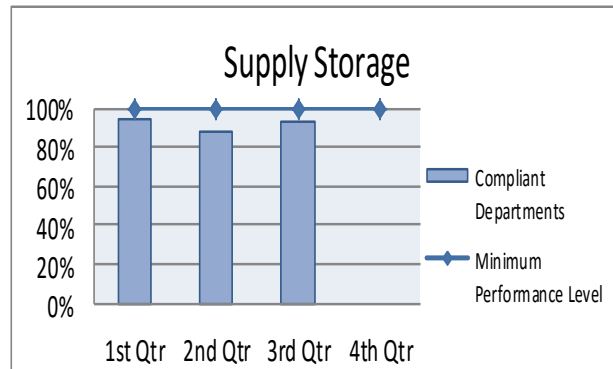
**Goal:** 100% of departments inspected will be compliant.

**Minimum Performance Level:** 100% of department inspected will be compliant.

### Evaluation:

Fifteen departments were surveyed in the 3<sup>rd</sup> quarter. In 1 of the departments inspected supplies were found to be stored too close to the ceiling (18" clearance required). This resulted in an 93% compliance rate.

Minimum Performance Level was not achieved during this quarter.



### Plan for Improvement:

We will continue to monitor through hazard surveillance and report to appropriate director and VP. Non compliant departments will be sent reminder email regarding storage and proper clearance.

Area not compliant was Surgery Center.

40/241

Continue to monitor through rounding during hazard surveillance.



**EOC Component:**

**SAFETY**

**•Performance Standard:**

**Infection Prevention:** Improve hand hygiene awareness/compliance through rounding of each unit twice yearly.

Units will demonstrate 90% compliance with Infection Prevention (IP) best practices, as evidenced by a minimum of 55/64 compliance with surveyed elements.

**Goal:** Units will demonstrate 100% compliance with IP best practices

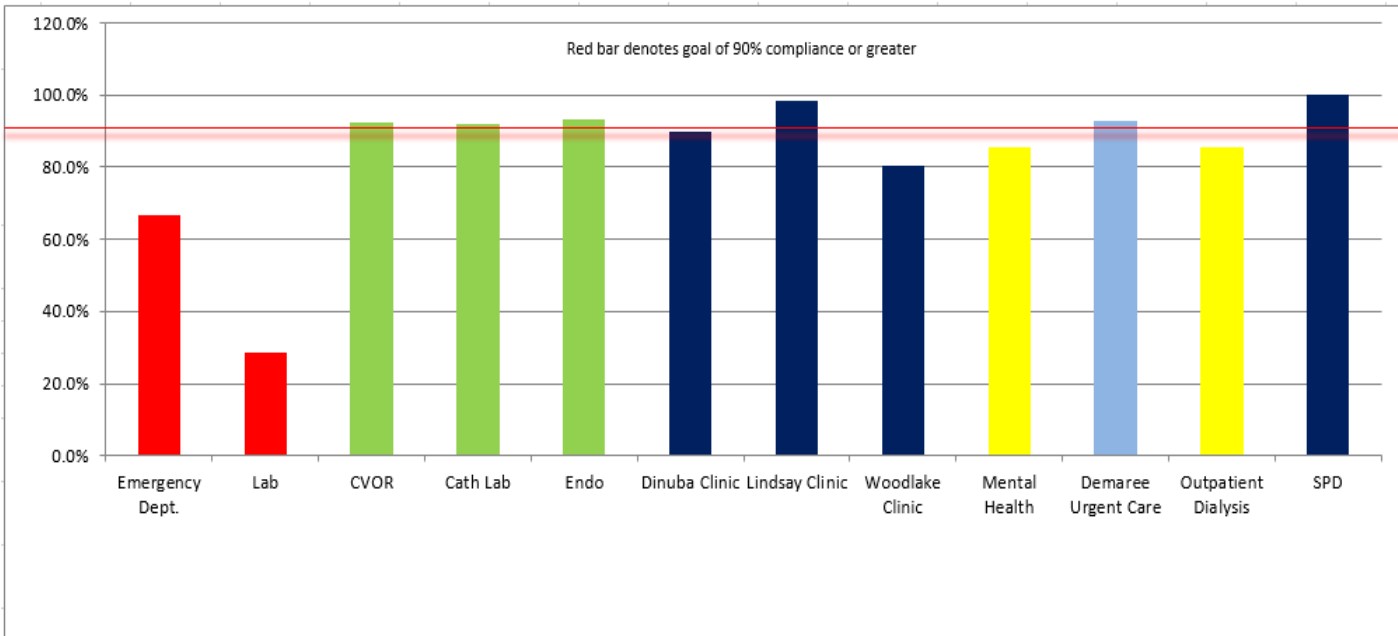
**Minimum Performance Level:** Units will demonstrate 90% compliance with IP best practices.

**Evaluation:**

During the 3rd quarter we had a total of 6 departments that achieved over 90% compliance with Infection Prevention Practices.

Minimum Performance Level was not met.

**Infection Prevention Comprehensive Rounds**



**Plan for Improvement:**

Each manager of a given location where comprehensive rounds occurs receives their completed observation checklist. If there are fallouts they are required to comment on their actions to resolve the issue and return the document to Infection Prevention 1 week from receipt.

## EOC Component:

## CLINICAL ENGINEERING 3<sup>rd</sup> Quarter 2019

### Performance Standard:

Identify the number of Medical Equipment defined as **Missing In Action (MIA)** for preventive maintenance that are Life Support for action by EOC.

**Goal: Attain zero (0) Life Support Devices that are MIA**

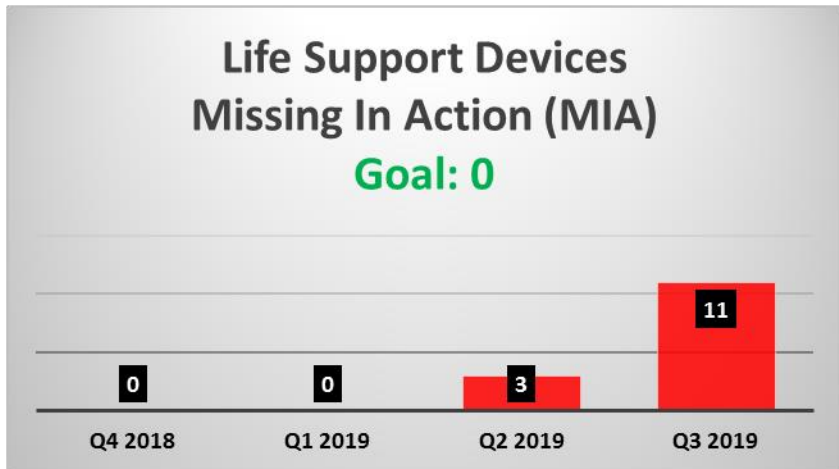
**Minimum Performance Level: 0 MIA Life Support Devices**

### 3<sup>rd</sup> Qtr 2019 Evaluation:

**11 Life Support Devices are MIA** and assumed lost. Management has been notified about these specific devices. They will be looked for again in their next PM timeframe and if still un-located, removed from inventory.

**Goal of 0 Life Support Devices in a MIA status:**

**Not Met**



This Quarter has not met the goal of 0 MIA Life Support Devices. This is a growing trend. Notification of the department leadership and accountability of department staff are key to ensuring devices are available for inspection. Devices can not be maintained properly unless they are made available for inspection.

## EOC Component:

## CLINICAL ENGINEERING

### Performance Standard:

The Clinical Engineering Department will complete preventative maintenance for all 11545 assigned preventative maintenance tasks as required per policy EOC 6001.

**Goal: 100% Compliance Minimum Performance Level: 100% Compliance**

### Medical Equipment 2019 Preventative Maintenance Compliance



### Evaluation:

PM Compliance:

High Risk (including Life Support): **100.0%**

Non-High Risk: **100.0%**

Minimum Performance:

**100% Compliance:**

**Met**



COMPLIANCE PROGRAM ACTIVITY REPORT – Open Meeting  
**Ben Cripps, Compliance and Privacy Officer**  
August 2019 through October 2019

**EDUCATION**

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Live Presentations by Compliance Department –

- Compliance and Patient Privacy – New Hire Orientation
- Compliance and Patient Privacy – Information System Services – Applications and MD Support
- Compliance and Patient Privacy – Management Orientation
- Compliance Investigations – Patient Financial Services

Written Communications sent from Compliance Department –

- Privacy Matters Article – What is Snooping – Bulletin Board / All Staff Communication
- Compliance Matters Article – Doing the Right Thing – Bulletin Board / All Staff Communication
- Compliance Matters Article – The False Claims Act– Bulletin Board / All Staff Communication

**PREVENTION AND DETECTION**

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- **California Department of Public Health (CDPH) All Facility Letters (AFL)** – Review and distribute AFL's to areas potentially affected by regulatory changes; department responses reviewed and tracked to address the regulatory change and identify potential current/future risk
- **Medicare and Medi-Cal Monthly Bulletins** – Review and distribute bulletins to areas potentially affected by the regulatory change; department responses reviewed and tracked to address the regulatory change and identify potential current/future risk
- **Office of Inspector General (OIG) Monthly Audit Plan Updates** – Review and distribute OIG Audit Plan issues to areas potentially affected by audit issue; department responses reviewed and tracked to identify potential current/future risk
- **California State Senate and Assembly Bill Updates** – Review and distribute legislative updates to areas potentially affected by new or changed bill; department responses reviewed and tracked to address regulatory change and identify potential current/future risk
- **Patient Privacy Walkthrough** – Monthly observations of privacy practices throughout Kaweah Delta; issues identified communicated to area Management for follow-up and education
- **KD HUB (Cerner)** – Participation in system enhancements and optimization and risk mitigation strategies
- **User Access Privacy Audits** – Daily monitoring of user access to identify potential privacy violations
- **Office of Inspector General (OIG) Exclusion Attestations** – Quarterly monitoring of department OIG Exclusion List review and attestations
- **Medicare PEPPER Report Analysis** – Quarterly review of Medicare Inpatient Rehabilitation, Hospice, Mental Health, and Acute Inpatient PEPPER statistical reports to identify outlier and/or areas of risk; evaluate with Kaweah Delta leadership quarterly at PEPPER Review meeting

## **OVERSIGHT, RESEARCH & CONSULTATION**

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- **Fair Market Value (FMV) Oversight** – Ongoing oversight and administration of physician payment rate setting and contracting activities including Physician Recruitment, Medical Directors, Call Contracts, and Exclusive and Non-Exclusive Provider Contracts
- **Medicare Recovery Audit Contractor (RAC) and Medicare Probe Audit Activity** – Records preparation, tracking, appeal timelines, and reporting
- **Licensing Applications** – Forms preparation and submission of licensing application to the California Department of Public Health; ongoing communication and follow-up regarding status of pending applications
- **Federally Qualified Health Center** – Participation in current and future state planning/working sessions; ongoing regulatory counsel and support, evaluating impact and identifying risk mitigation strategies; policy manual review in progress
- **KD Hub Non-Employee User Access** – Oversight and administration of non-employee user onboarding, privacy education, and user profile tracking; evaluate, document, and respond to requests for additional system access; on-going management of approximately 950 non-employee KD Hub users
- **Kaweah Delta Medical Foundation (KDMF) FairWarning User Access Implementation** – Oversight and administration of the FairWarning implementation at KDMF
- **Kaweah Delta Medical Foundation Compliance and Privacy Assessment** – Oversight, administration, and consultation; leading a comprehensive review and evaluation of Compliance and Privacy practices at KDMF; recommendations and policy/form revisions as appropriate
- **The Joint Commission Survey** – Participation in The Joint Commission Survey; Command Center oversight; gathering information, coordinating interviews, and follow-up as requested by the surveyors; scribe and Lead Surveyor Escort support
- **Palliative Care Physician and Nurse Practitioner Billing** – Research and consultation; clarification of billing regulations; facilitation and implementation of process to capture new revenue for Palliative Care Physician and Nurse Practitioner Inpatient Consultations
- **Senate Bill 1447** – Research and consultation; clarification of regulatory guidance concerning the applicability of Senate Bill 1447 to Kaweah Delta Skilled Nursing and Rehabilitation Pharmacy services; recommendation provided to Pharmacy Leadership concerning the licensing of Automated Drug Delivery System
- **Rural Health Clinic (RHC) Home Visits** – Research and consultation; researched regulatory guidance and evaluated billing processes for RHC Home visits; drafted communication outlining the billing and documentation requirements
- **Skilled Nursing Facility (SNF) Resident Assessment Instrument (RAI) Form** – Research and consultation; clarification of regulatory guidance concerning the applicability of new required language; recommendation provided to SNF Leadership, including revisions to the RAI to meet the intent of the regulatory change
- **Graduate Medical Education (GME) Rural Health Clinic (RHC) Mental Health Recording** – Research and consultation; researched regulatory guidance concerning privacy and consent requirements for recording Resident Mental Health visits; recommendation provided to GME and RHC Leadership; consent form and policy drafted for RHC/GME Leadership

## **AUDITING AND MONITORING**

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- **Medicare Secondary Payor Questionnaire** – A review of forty-five (45) randomly selected encounters for February to August 2019 resulted in a 96% compliance rate for the completion of the Medicare Secondary Payer Questionnaire, a process currently managed by Patient Access. A system upgrade was implemented in October 2019 to further enhance the registrar’s ability to provide complete and accurate information. Compliance will continue to monitor this issue and conduct future reviews.
- **Rural Health Clinic (RHC) Co-Signature Requirements** – All Lindsay RHC Physician Assistant (PA) notes for July and August 2019 were reviewed to evaluate Physician compliance with federal and state co-signature requirements. The review noted that 28% of PA notes contained a Provider co-signature; exceeding the statutory requirement of 10%.
- **Outpatient Nuclear Medicine Probe Audit** – Noridian (Medicare Claims Administrator) initiated a new pre-payment Targeted Probe and Educate (TPE) review of Nuclear Medicine claims. Kaweah Delta was selected for the review based on data analysis indicating increased utilization compared to the previous utilization period. Phase I commenced August 2019, focusing on Tomographic Imaging. The results of the review are pending.
- **Outpatient Physical Therapy Probe Audit** – Noridian (Medicare Claims Administrator) initiated a new pre-payment Targeted Probe and Educate (TPE) review of Outpatient Physical Therapy claims. Kaweah Delta was selected for the review based on data analysis indicating increased utilization compared to the previous utilization period. Phase I commenced October 2019, focusing on Therapeutic Exercise. The results of the review are pending.

Policy Number: HR.72	Date Created: 06/01/2007
Document Owner: Dianne Cox (VP Human Resources)	Date Approved:
Approvers: Board of Directors (Administration), Dianne Cox (VP Human Resources)	
<b>Standby and Call Back Pay</b>	

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

**PURPOSE:**

To establish standards for Standby and Call Back requirements and to compensate employees who, at Kaweah Delta's request, are required to make themselves available for work if called.

**POLICY:**

Employees assigned to take Standby will be available to work as needed. Standby pay is based on factors such as whether the employee is "sufficiently restricted," supply and demand of the position, market pay for similar roles, and the frequency with which an employee may be called back to work. Standby is paid at 25% of the minimum of the position range unless there is another method established. Standby pay is not required if the employee is unrestricted.

In addition, certain departments are eligible for Call Back and/or a minimum amount of time or monies, which will be paid in Call Back. Call Back pay will not apply if Call Back occurs on a previously scheduled regular shift. Kaweah Delta reserves the right to adjust the Standby rate and Call Back paid to specific positions as conditions warrant.

**PROCEDURE:**

1. While on Standby, an employee will not be required to remain on Kaweah Delta premises, but is required to leave word at his/her residence or where he/she can be reached, and/or carry a beeper/pager, or may voluntarily utilize their own cell phone in lieu of a provided beeper/pager. Because an employee who carries a beeper/pager or a cell phone for Kaweah Delta business is generally not "sufficiently restricted," Kaweah Delta is not required to pay Standby; however, may do so if market demands warrant.
2. Standby and Call Back time will be recorded via regular timekeeping. Standby and Call Back will not be paid for the same hours. In addition, Standby should be not worked within 8 hours after the end of a shift for which the employee has claimed sick time.
3. If the employee has been called off from his/her regular schedule and placed on Standby:
  - a. The hours for which the employee will receive Standby payment will be determined by the department leader.

- b. If the employee is called back to work, the hours worked will be paid at the employee's base rate, unless the employee has met overtime requirements.
4. Call Back begins when the employee arrives at and is ready to begin work.
- a. Travel time is not paid except in areas of Home Health and Hospice and in accordance with Federal law. The employee remains on Standby during travel to the workplace.
  - b. An employee answering questions by telephone for Call Back is paid for the actual hours worked only.
  - c. Call Back will not be paid for hours during which the employee is working his/her regular schedule.
  - d. Leaders who take Call Back must be assigned a second job as a clinical staff person. When called into work as a clinical staff person, they will be paid in accordance with the above stated rules, using their clinical staff base rate for calculating compensation for Call Back and Standby.
  - e. Surgical Services receive a minimum of two hours Call Back when called in and the need does not require them to be on site two hours. However, if the employee leaves and comes back within the same two-hour period, they may not double dip. The two-hour period will extend from the second time of arrival.

*"Responsibility for the review and revision of this Policy is assigned to the Vice President of Human Resources. In some cases, such as Employee Benefits Policies, Summary Plan Descriptions and Plan Documents prevail over a policy. In all cases, Kaweah Delta will follow Federal and State Law, as applicable, as well as Regulatory requirements. Policies are subject to change as approved by the Governing Board and will be communicated as approved after each Board Meeting. It is the employee's responsibility to review and understand all Kaweah Delta Policies and Procedures."*



Policy Number: HR.75	Date Created: 06/01/2007
Document Owner: Dianne Cox (VP Human Resources)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
<b>Differential Pay-Shift, Holiday, and Weekend</b>	

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

**POLICY:** Differentials will be paid to eligible employees who are scheduled for and work non-business-hour shifts.

**Deleted:** staff members

**PROCEDURE:** I. Employee Eligibility

**Deleted:** Staff Member

Employees with qualifying job codes are eligible for differential pay. Job codes with M-F 8:00 am - 5:00 pm (or approximate) schedules are not eligible for any differentials, unless needed to work by leadership.

**Deleted:** All staff members, excluding those who work for Private Home Care or The Lifestyle Center, are eligible for differential pay

**Deleted:**

II. Shift Differential Eligible Hours

**Deleted:** Job codes with M-F 8am-5pm (or approximate) schedules are not eligible for any differentials, unless needed to work by leadership

Evening: 10% of the minimum of the range will be paid to non-exempt eligible job codes. A differential will be paid if the majority (i.e., more than 50%) of hours worked fall between 5:30 p.m. and midnight. If the shift falls half before and after the cut off and the meal period disrupts eligibility, the manager can force the differential. The forcing of the differential does not apply if the employee is docked.

**Deleted:** .

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**Deleted:** All hours will be paid with differential if the majority

**Deleted:**

Nights: 15% of the minimum of the range will be paid to non-exempt eligible job codes. A differential will be paid if the majority (i.e., more than 50%) of hours worked fall between 12:01 a.m. and 6:30 a.m. If the shift falls half before and after the cut off and the meal period disrupts eligibility, the manager can force the differential. The forcing of the differential does not apply if the employee is docked.

**Deleted:** All hours will be paid at

**Deleted:**



Weekends: 10% of the minimum of the grade will be paid to all eligible licensed clinical job codes. This differential will be paid only for hours worked between 6:00 p.m. Friday and 6:30 p.m. Sunday; and the employee must work more than one hour within that time period.

Exception:  
Pharmacists are eligible for all shift differentials.

### III. Holiday Differential

25% of the minimum of the range will be paid to employees who are required to work on the following holidays.

For New Years, Memorial Day, Labor Day, Thanksgiving and Christmas: Differential will only be paid for hours worked between 6:00 p.m. the night before the holiday until 6:30 p.m. the night of the holiday.

For Independence Day, the differential will only be paid for hours worked from 6:00 a.m. on July 4th through 6:30 a.m. July 5th.

Exception:  
Private Home Care will receive a different hourly holiday differential based on where they travel. The differential will be paid for Mother's Day and Easter, in addition to all Kaweah Delta recognized holidays.

*"Responsibility for the review and revision of this Policy is assigned to the Vice President of Human Resources. In some cases, such as Employee Benefits Policies, Summary Plan Descriptions and Plan Documents prevail over a policy. In all cases, Kaweah Delta will follow Federal and State Law, as applicable, as well as Regulatory requirements. Policies are subject to change as approved by the Governing Board and will be communicated as approved after each Board Meeting. It is the employee's responsibility to review and understand all Kaweah Delta Policies and Procedures."*

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Policy Number: HR.213	Date Created: 06/01/2007
Document Owner: Dianne Cox (VP Human Resources)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration)	
<b>Performance Management and Competency Assessment Program</b>	

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

**POLICY:**

It is the policy of the Kaweah Delta to assess, maintain, develop and improve employee performance and competence on an ongoing basis. Performance is formally evaluated on an annual basis through an employee self- evaluation, peer evaluations as appropriate, and a manager evaluation. Competency is the demonstrated ability to integrate the knowledge, skills, and attitudes required in a designated role or setting. Competency is verified through utilization of techniques such as demonstration, review of policy/procedure, verbalization, and/or written testing.

The performance evaluation and competency assessment process ensures that the requirements of the position are met, that each individual is provided opportunities for professional development, and allows for merit increase opportunities consistent with the compensation program in place at the time of the performance evaluation. In conjunction with the populations served, Job Descriptions are combined to make one Performance Evaluation tool. Upon hire or a position change, a review date for the annual performance Evaluation is established for each employee.

The Kaweah Delta requires annual mandatory training in compliance with regulatory agency requirements as well as Kaweah Delta policy. All employees must successfully complete all required training by the due dates established to avoid suspension and termination of employment. Documentation of completion is recorded in the HR systems and written documentation may be maintained in Human Resources or department employee's files. Management is responsible for ensuring employees complete the requirements and for obtaining and maintaining documentation of completion. However, employees are ultimately responsible for meeting job requirements and mandatory training by established due dates. Failure to complete requirements and mandatory training may result in Disciplinary Action up to and including termination of employment.

## **PROCEDURE:**

### Annual Performance Evaluations:

1. The annual Performance Evaluation is a tool utilized by both management and the employee to identify and communicate the performance of the employee and the future annual expectations of the position, and to determine ways to improve performance or to gain advanced knowledge, including development opportunities. The Performance Evaluation is to be discussed with the employee in a face-to-face meeting. The employee is encouraged to provide additional feedback, written comments, and share development interests.
2. The Performance Evaluation form includes the Job Description, overall job requirements relevant to all positions, overall comments, and goals to be used for training and development and to describe actions which will be used to develop skills and improve the employee's performance, such as additional training or work assignments.
3. Employees are required to complete an honest and timely self-evaluation of their performance. Management may also request peer evaluation of the employee's commitment to the Kaweah Care Behavioral Standards of Performance.
4. The final review will be electronically signed by both the employee and individual completing the evaluation. The evaluation must be signed by a person who has the expertise at least equal to the individual being observed or tested.
5. At the completion of the annual evaluation, the overall performance rating will be consistent with the definitions noted on the performance evaluation tool. Failure to successfully meet expectations of performance may result in the employee being placed on Disciplinary Action, up to and including termination of employment.

### Review Date and Applicable Merit Increases:

1. Department management is notified by the HR system when their employee is due for an annual evaluation. It is the responsibility of employees to complete a timely and thoughtful self-evaluation. It is expected that department management will complete evaluations on time.
2. At the time the employee is hired or changes to a different position, he/she will be provided with a copy of the Job Description/Performance Evaluation and Physical Demands forms that will be used to evaluate his/her performance. The employee signs an acknowledgment of receipt. The employee will also be provided with a copy of the form by the manager. [For position changes/transfers, a pro-rated merit may apply \(see Transfer Policy HR.31\).](#)
3. Completion of the annual review is defined as the employee's electronic

signature in the Human Resources system. Human Resources will process any associated merit increase. Merit increases are effective the first day of the pay period following the effective date of the annual evaluation.

4. Merit increases are based on the salary range and merit increase percentages in effect on the due date of the evaluation, not the day the evaluation is presented to Human Resources. The merit increase will be paid retroactively if the evaluation is completed late.
5. Merit increases that place an employee's rate at the maximum of the range will result in the application of a Merit Lump Sum amount, equivalent to the employee's productive and non-productive hours (excluding standby, overtime, double time or callback hours) multiplied by the hourly rate in place for the employee prior to the evaluation. An employee may receive a partial merit increase to the maximum of salary range and a partial Merit Lump Sum.
6. If an employee takes a paid or unpaid Leave of Absence exceeding twelve (12) weeks (84 days) in a twelve-month rolling period, the employee's review date may be adjusted by the number of calendar days exceeding 85 days. This provision will not apply in the case of an employee who is on an approved Short-Term (Reserve) Military Training and/or Military Leave of Absence.

#### Competence Assessment:

1. During the first of 48 hours of employment, all employees will complete the 48-hour checklist for departmental orientation.
2. Competency is the demonstrated ability to integrate the knowledge, skills, and attitudes required for performance in a designated role or setting. Competency is verified through utilization of techniques such as demonstration, review of policy/procedure, verbalization, written testing, etc. For the initial competency evaluation at the time of hire or transfer, a face-to-face discussion will occur to assess and document the initial competency of an employee who provides patient care. Initial competency documentation is maintained in the department files or Human Resources as determined by the department. All items must be reviewed, checked and signed for competency by a person who has the expertise at least equal to the individual being observed or tested. An employee must be deemed competent to perform a skill prior to them performing the skill independently.
3. Patient care and related employees will complete an annual clinical competency assessment for their position as applicable. All items must be reviewed, documented and signed for competency by a person who has the expertise at least equal to the individual being observed or tested.
4. In addition, employees must be deemed competent when new procedures or

equipment is introduced into the clinical setting, and this information will be maintained in the Human Resources or department file.

Remediation:

1. If an employee falls below expected levels of performance or is not deemed competent of a requirement or skill, the employee will be provided with opportunities for improvement.
2. The remediation plan may be included in a Disciplinary Action/Performance Notice, or a separate remediation plan may be developed. Time frames for follow up and requirements will be noted as applicable, and may include meetings, testing, review of policies, and other appropriate actions to ensure performance and competency. Failure to comply with or successfully complete the plan may result in further Disciplinary Action up to and including termination of employment.

~~*"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."*~~

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Policy Number: HR.31	Date Created: 06/01/2007
Document Owner: Dianne Cox (VP Human Resources)	Date Approved:
Approvers: Board of Directors (Administration), Dianne Cox (VP Human Resources)	
<b>Transfers</b>	

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

**POLICY:**

Employees of Kaweah Delta Health Care District who have successfully completed one year of employment in their current position may request a transfer to a posted position. Employees must complete an online Employment Application. The one-year employment requirement may be waived with approval of both department leadership and Human Resources.

Employees may initiate a transfer request when in Disciplinary Action, as long as the potential department leader is made aware of all performance issues.

Each request for transfer will be reviewed, comparing the employee’s qualifications with the requirements of the job. If two or more applicants are equally qualified for the position, preference will be given to in-house employees. When two or more equally qualified in-house employees are being considered for the position, past performance and length of service will contribute to the final decision.

**PROCEDURE:**

1. Employees who have successfully completed one year of employment may apply for any posted position by completing an Employment Application. The one-year period may be waived with the approval of the involved department leadership and/or vice presidents.
2. All employee transfers will be processed in the following manner:
  - A. Each request will be sent to the hiring department leader, who will compare the employee’s qualifications with the requirements of the job. The review includes a Human Resources file check for past performance and current or previous disciplinary action.
  - B. The most qualified candidates will be interviewed.
  - C. It is the employee’s responsibility to notify his/her department leaders that he/she is a final candidate when confirmed a pending job offer. This discussion must occur prior to finalization of the transfer request.

1. A minimum of two to four weeks written notice will be given by the employee to the present department leader. The actual length of time between written notice and the transfer will be determined jointly by the employee's prior and new department leaders.
2. The rate of pay will be determined in accordance with the current Compensation Program.
  - A. All transfers may result in a new performance evaluation date if the position duties subsequently changed or the transfer results in reporting to a new leader.
  - B. If a demotion or voluntary move to a position that has a grade that is at least 4% lower, the evaluation date will be adjusted to one year from the date of the transfer. A pro-rated merit may not apply based on internal equity. If internal equity indicates a reduction of \$.25 or less, no reduction will apply. If the employee is moving to a different leader or substantially different position, the prior leader must complete a performance evaluation to meet Title XXII requirements. If this transfer is less than 90 days from the last performance evaluation, HR can use the prior evaluation percentage if a pro-rated merit applies. Refer to the Intent to Demote Policy.
  - C. If the employee is moving to a position that is within 4% of the current grade (as measured by the midpoints), the pay rate will be evaluated for internal equity; a pro-rated merit will apply. If the employee is moving to a different leader or substantially different position, the prior leader must complete a performance evaluation to meet Title XXII requirements. The 90-day exception will apply.
  - D. If the employee is moving to a position that has a grade that is at least 4% higher, the prior leader will complete an evaluation, the evaluation date will be adjusted to one year from the date of the transfer, the pro-rated merit will apply as well as an increase applicable to the change in position, applying internal equity. The 90-day exception will apply.
3. The department leader is responsible for initiating a status change form to transfer the employee and completing the appropriate sections of the form.

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Policy Number: HR.49	Date Created: 06/01/2007
Document Owner: Dianne Cox (VP Human Resources)	Date Approved: 01/01/20
Approvers: Board of Directors (Administration), Dianne Cox (VP Human Resources)	
<b>Education Assistance</b> <ul style="list-style-type: none"> <li>- Tuition, Books and Fees Reimbursement or Loan Repayment;</li> <li>- Educational Programs and Compensation;</li> <li>- Continuing Education and Conferences;</li> <li>- Professional Certification Fee Reimbursement and <b>A</b> Awards</li> </ul>	

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**POLICY:**

Kaweah Delta recognizes the important of growth and development of all employees to improve work performance and increase job knowledge and skill. As an employee benefit and to support the recruitment and retention of qualified employees, Kaweah Delta offers a number of programs and opportunities as described in this policy.

Certain amounts reimbursed up to \$5,250 in a calendar year received under this Educational Assistance program are excluded from wages and other compensation; ~~shown on the W-2, box 1;~~ the monies are reimbursed without being subject to taxes. These programs include reimbursement for ~~t~~Tuition, ~~B~~books and ~~f~~Fees and for fees related to obtaining certifications. Other amounts paid are included as taxable wages, such as Loan Repayment and the Certification Award. Refer to IRC Section 127 for more information. Employees are responsible to ensure their annual tax withholdings and disclosures are appropriate.

Education Assistance - Tuition, Books and Fees Reimbursement or Loan Repayment

Full-time and part-time employees may apply for reimbursement of tuition, books and fees or loan repayment for educational programs which apply to positions at Kaweah Delta. An employee must have completed 2080 hours (1872 hours for 12-hour shift employees) of active employment and have received at least one performance evaluation before the start of the program in which they are enrolling or before submitting a Loan Repayment Form. Current employees as of 1/1/20 have to meet the above conditions and must wait until after their 2020 performance evaluation to apply for any remaining monies under the Loan Repayment Program.





Employees who have received a performance evaluation below a 2.5% rating or a Level II or III Performance Correction Notice within the 12 months prior to the beginning of the program or eligibility for the Loan Repayment are not eligible for that year, even if they had been previously eligible. If performance in the subsequent year meets expectations and there are no Performance Correction Notices, the employee is eligible again for reimbursement or loan repayment. No retroactive payments are made; the lifetime amounts remain the same as long as eligibility and all requirements are met.

Lifetime maximum amounts for reimbursement or outstanding student loan repayments combined for each degree:

- Up to \$2,500 for Associates Degree or educational programs leading to a certification required for a position at Kaweah Delta.
- Up to \$10,000 for a Baccalaureate Degrees, limited to \$2,500 per calendar year. Payments are made over four or more years if employee remains employed in an active full-time or part-time status.
- Up to \$150,000 for a Masters' Degree, limited to \$5,000 per calendar year. Payments are made over threetwo or more years if employee remains employed in an active full-time or part-time status. If receiving reimbursement for a Baccalaureate Degree, reimbursable monies for a Master's Degree will begin once the Baccalaureate Degree initial reimbursement is completed.
- Up to \$20,000 for Doctoral Degree (Pharmacy, Physical Therapy and Nursing Director or Manager, DNP or PhD in Nursing, or RN with BSN in a program for Nurse Practitioner that requires DNP), limited to \$5,000 per calendar year. Payments are made over four years if employee remains employed in an active full-time or part-time status. If receiving reimbursement for a Bachelors' or Master's' Degree, reimbursable monies for a Doctoral Degree will begin once the initial Master's' Degree reimbursement is completed.

For all reimbursements or loan repayments, employees are required to exhaust all school, program, federal or state grant, scholarship and loan repayment opportunities offered prior to submitting a Reimbursement Form or Loan Repayment Form to Kaweah Delta. These include, but are not limited to:

- Nurse Corps
- Health Professions Education Foundation
- CSLRP Loan Repayment Program

In no case will an employee receive more than \$5,000 in a calendar year.

[An employee may want pre-approval for the Tuition Reimbursement portion of this](#)



HUMAN RESOURCES

policy. If so, the employee must submit the form two weeks prior to the beginning of class or the program. A letter of approval/disapproval will be sent to the employee. If pre-approval is issued, all conditions of successful completion of the class or program must still be achieved to remain eligible for reimbursement. Reimbursement or Loan Repayment Forms are due within 360 days of each course completion or annually each year following the successful completion of the performance evaluation.

The Reimbursement Form and original receipts as well as grades verifying course completion must be submitted to Human Resources. A grade of C or better in graded courses and/or a grade of "Credit" in a Credit/No Credit course indicates successful completion. For loan repayment, a current outstanding educational loan statement must be attached to the application. If prior loan repayments have been issued, at least 2/3 of the monies received from Kaweah Delta the credit must show as a credit on the statement for the prior period. If not, there is no future eligibility and the employee may be subject to Performance Correction, up to and including termination of employee, for any Tuition, Books or Fee reimbursement nor Loan Repayment.

All signatures on applications are required to be obtained prior to submitting the application to Human Resources, including the employee's Director or Vice President for Directors submitting for reimbursement, and the Director of Human Resources.

Terms and Conditions

Nothing in this policy shall be construed to bind either Kaweah Delta or the employee to any period of employment with the other. Each party recognizes that employment is terminable at the will of either party.

Class attendance and completion of study assignments will be accomplished outside of the employee's regularly scheduled working hours. It is expected that educational activities will not interfere with the employee's work.

EDUCATIONAL PROGRAMS AND COMPENSATION

Kaweah Delta provides various educational programs and opportunities for **its** employees including but not limited to formal hospital/departmental/unit specific orientation, annual requirements, in-services related to new equipment or procedures, maintenance of certifications as required for identified positions, and staff meetings. Appropriate compensation must be provided in accordance with regulatory and Kaweah Delta established guidelines.

Mandatory Education



- Programs may be designed as mandatory by Kaweah Delta, a Vice President, a Director or a Manager. These programs may be offered during scheduled working hours or outside of scheduled working hours.
- Mandatory programs such as meetings, courses, and orientations will be compensated by Kaweah Delta. Education hours will be considered productive time and as such will be paid in compliance with overtime as applicable and are subject to adherence to the policies and procedures that govern productive time, i.e. – dress code, attendance, etc. (Refer to Policies HR.184—Attendance and Punctuality, HR.197 Dress Code - Professional Appearance Guidelines.)
- Courses may consist of instructor led training, computer based learning/testing, or blended learning defined as computer based learning followed by instructor led discussion or skills testing.
- With the exception of illness, approved absence or scheduled vacation, all employees must attend mandatory meetings. Reasonable notice is to be provided to employees of upcoming mandatory meetings. If the employee is unable to attend, he/she should request an absence. An employee who is unable to attend may be required to read and initial the meeting minutes or attend an additional meeting or program.
- Employees are to give 48 hours' notice for cancellation of any class or program in which they are enrolled, whichever voluntary or mandatory. Failure to give advance notice or arrive on time may count as an occurrence under the Attendance policy. (See HR.184 – Attendance and Punctuality)
- Assignment to attend during regular work hours will be made at the discretion of the department ~~head or supervisor~~leader. Any deviations from mandatory attendance will be made at the discretion of the department ~~head or supervisor~~leader.

COMPENSATION FOR ~~KAWEAH DELTA ASSIGNED~~ JOB REQUIREMENTS

- Employees who participate in and pass courses will be paid for such time if the course is required for their position or they have obtained manager approval prior to participating in the course.
- Courses should be scheduled on non-work days and overtime should be avoided to the extent possible.
- If the course is offered at KDHCD, no reimbursement will be provided for



programs taken elsewhere unless manager approval is obtained prior to attending an outside course.

- Instructor led training will be paid for actual time spent in the classroom. Staff who arrive late or unprepared will not be allowed to participate in the course and will not be paid for the attempt to participate.
- Computer based courses/testing completed onsite will be paid for actual time spent completing the course/test. Computer based courses/testing completed off-site will be paid based on a predetermined amount of time ~~(See Appendix A)~~. Fees charged to access online courses will not be reimbursed unless management approval is obtained prior to purchasing the course.
- Time spent by employees attending training programs, lectures and meetings are not counted as hours worked if attendance is voluntary on the part of the employee or ~~the course is not related to the employee's job.~~

•

• ~~Attendance is voluntary on the part of the employee~~

• ~~The course is not related to the employee's job.~~

Employees must use the current time keeping system to record actual time for instructor led training and previously established hours for online training in order to receive compensation for education hours.

Established compensation for successful completion of online training includes but is not limited to the following:

Online Training	Hours Paid
HeartCode BLS	3
ACLS/PALS required pre-course self-assessment	2
NRP	3
STABLE	2
NDNQI Pressure Ulcer Training	1 (per module/max 4 modules)
NIHSS Stroke Certification	4
Off Duty completion of performance evaluation – self evaluation	1



Off Duty completion of NetLearning Modules/Testing	Variable based on module length, TBD prior to module release
Completion of Peer Evaluations	Not eligible – Must be done on duty

CONTINUING EDUCATION AND CONFERENCES

With the assistance of Human Resources and Clinical Education, department leaders plan, develop, and present educational offerings to Kaweah Delta employees on a continuous and on-going basis. Continuing education includes all forms of job-related training, whether offered by Kaweah Delta or by an outside organization.

Many different methods are used for staff education such as formal continuing education classes, in-services, web-based education, one-on-one instruction, teleconferences, self- learning modules, and conferences. Reference materials for staff education are available within their respective departments, Kaweah Delta Library, KDCentral and/or KDNet and resources online.

Types of educational offerings are determined as a result of Performance Improvement and Risk Management activities, new and changing technology, therapeutic and pharmacological intervention, regulatory and accreditation bodies, and identified or stated learning needs of employees.

Continuing education events may be required by Kaweah Delta and if mandatory, the costs and time for attendance will be paid. If a program is voluntary, whether the expense and time for attendance will be paid or reimbursed is determined by the department leader.

Conferences

A department may budget for short-term conference or seminar-type trainings for employees. It is the responsibility of the employee to complete the Travel Reimbursement Form and secure approval in advance of the training for all anticipated expenses, including approval for the hours to attend and whether hours in attendance will be paid. Conferences may be required by Kaweah Delta and if mandatory, the costs and time for attendance will be paid.

Refer to AP19 Travel, Per Diem and Other Employee Reimbursements

PROFESSIONAL CERTIFICATION FEE REIMBURSEMENT AND AWARDS



As determined by the area Vice President, pre-approved professional certification fees are available to full-time and part-time employees attaining and/or maintaining professional certification(s) in their vocational area. Employees must have successfully completed six months of employment to be eligible for this reimbursement or awards. -

Professional Certification Criteria: To be reimbursed for examination fees and to qualify for the monetary award, the professional certification attained by the employee must:

- Not be a requirement for the staff members job code;
- Be sponsored by a national professional organization
- Involve an initial written examination that is available nationally and tests a professional body of knowledge (i.e., not technical such as ACLS, BCLS, etc.);
- Specify a defined recertification interval

Professional Certification Exclusions: Certification necessary as a condition of employment or as a minimum requirement for the position in which the employee is employed with Kaweah Delta is not eligible under this program.

Employees may request reimbursement for exam and renewal fees associated with the examination up to a maximum of ~~\$3250~~; the maximum an employee may receive for all exam and renewal fees under this program is \$250 per calendar year. ~~Exam costs are only reimbursed one time each renewal period;~~ These fees are not taxable as long as the annual maximum received in reimbursement for tuition, books and fees is under \$5,250. Expenses which are not eligible for reimbursement, include but are not limited to education, travel, food, and lodging. The continuing education costs themselves and renewal fees without an exam or continuing education requirement are not eligible. Reimbursements must be submitted to Human Resources within 3060 days of obtaining certification. Reimbursement monies will be included on the employee's next paycheck.

Employees receiving an initial certification or renewal are eligible for a monetary award in recognition of their accomplishment. Full-time and part-time employees will receive an award of \$500. ~~Award monies are taxed in accordance with employee exemptions on file.~~ The maximum amount of award per calendar year is \$500. Award monies are taxed in accordance with employee exemptions on file.

Employees requesting reimbursement for examination or renewal fees and/or a monetary award may request the appropriate form through Human Resources. ~~The reimbursement and the award must be approved by the employee's Vice President.~~



All signatures on applications are required to be obtained prior to submitting the application to Human Resources, including the employee's Director or Vice President for Directors submitting for reimbursement, and the Director of Human Resources.

Any exceptions to this policy must be approved by the Vice President of Human Resources. ~~Reimbursements must be submitted to Human Resources within 60 days of obtaining certification. Reimbursement monies will be included on the employee's next paycheck. Reimbursement monies for initial and renewal certification fees and all other monetary awards attributed to Professional Certifications are taxable.~~

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**Kaweah Delta  
Health Care District**

HUMAN RESOURCES





Policy Number: CP.03	Date Created: 11/15/2019
Document Owner: Lisa Wass (Compliance Analyst)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration), Compliance Committee, Ben Cripps (Compliance & Privacy Officer)	
<b>Physician Contracts and Relationships</b>	

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

**Purpose:**

The purpose of this Policy and Procedure is to establish guidelines for the orderly processing of negotiating, documenting, and administering contracts between Kaweah Delta Health Care District (“Kaweah Delta”) and physician(s) or physician groups. This policy must be followed prior to entering into any arrangement (i) in which Kaweah Delta engages physicians to provide services or space/items to Kaweah Delta, or (ii) in which Kaweah Delta provides any services, space, staff, equipment or items to physicians.

**Policy:**

It is the policy of Kaweah Delta to comply with all state and federal laws. Kaweah Delta shall execute contracts with physicians and physician groups (“physician(s)”) that comply with all applicable laws and regulations, including those designed to prevent the provision of improper payments, inappropriate referrals, and/or inappropriate inducements to refer. To that end, Kaweah Delta will negotiate, document, and administer Agreements that comply with the following standards:

- I. The Agreement shall be set out in writing and signed by all parties. The terms of the Agreements must be commercially reasonable.
- II. The arrangement must be commercially reasonable, and the compensation under the arrangement must be set in advance, established at fair market value through an arms-length transaction, and must not take into account the volume or value of referrals for an item or service reimbursable by a state or federal program or other business generated between the parties.
- III. All items and services covered by an Agreement with physician(s) must address a legitimate need of Kaweah Delta, must actually be provided by the physician(s), and must be specifically described in sufficient detail in the Agreement.
- IV. The Agreement shall specify the compensation terms in sufficient and measurable detail.
- V. The term of the Agreement shall be for not less than twelve (12) months, or longer than thirty-six (36) months unless approved by the Chief Executive

- Officer (CEO) and Board in consultation with Legal Counsel and allowable under District Law. Contracts shall not automatically renew.
- VI. The services performed under the Agreement shall not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law.
  - VII. All Agreements between Kaweah Delta and physician(s) for any purpose shall be prepared by, or in collaboration with, Kaweah Delta's Legal Counsel for signature by the parties.
  - VIII. Any payment to physician(s) shall be made only pursuant to an Agreement that has been formally executed between Kaweah Delta and the physician(s). Medical Director payments will be made only pursuant to approved time records submitted by the physicians. Likewise, payments to physician(s) will require documentation of availability and/or services rendered.
  - IX. Gifts and financial benefits to a physician or their office shall not exceed the annual physician non-monetary compensation threshold as established by the Federal Stark Law. Any gift or benefit provided to physician(s) or a physician's office must first be approved, documented, and tracked through the Medical Staff Office.

**Procedure:**

- I. Fair Market Value (FMV) – State and federal law require a documented and objective determination that the payment between Kaweah Delta and physician(s) is consistent with FMV. Such determination may be evidenced by an approved vendor-written appraisal/valuation, an approved published third-party source, or as otherwise approved by Legal Counsel. The Compliance and Privacy Officer (CPO) (or designee) will oversee the management and administration of the FMV process.

The CPO (or designee) must be contacted before entering into negotiations of any physician Agreement to evaluate the FMV compensation needs. The negotiated rate must be reviewed and approved by the CPO (or designee) before Legal Counsel is engaged to draft or modify the Agreement. The FMV compensation process will be documented and administered in the following manner:

- A. Medical Director Agreements – The Compliance Department will maintain an updated listing of all Medical Director positions by specialty and the corresponding FMV range. Vice President(s) (VP) (or designee) may negotiate rates up to the 50th percentile. Negotiations between the 51<sup>st</sup> and 65<sup>th</sup> percentiles require documented justification and CEO approval. Negotiations beyond the 65<sup>th</sup> percentile require Executive FMV Committee approval (CEO, Board Chair, and CPO).
- B. Recruitment Agreements – The Compliance Department will maintain a listing of physician recruitment needs by specialty and the corresponding FMV range. The Physician Recruitment Compensation Committee (VP of HR, KDHC CMO, and KDMF CEO) will approve

the negotiated rates up to the 50th percentile. Negotiations between the 51<sup>st</sup> and 65<sup>th</sup> percentiles require documented justification and CEO approval. Negotiations beyond the 65<sup>th</sup> percentile require Executive FMV Committee approval (CEO, Board Chair, and CPO).

C. Exclusive and Non-Exclusive Provider Agreements – The FMV rate must be established through an independent and external FMV assessment. The VP (or designee) will work with the CPO (or designee) to engage Legal Counsel and a third-party valuation firm. The CPO (or designee) will facilitate the Fair Market Valuation process to ensure the data and assumptions are documented and appropriate.

C.1. Changes to compensation terms and/or methodologies must be reviewed by the Executive Team and formally approved by the CPO and CEO. This provision and approval process applies to all Exclusive and Non-Exclusive —Provider Agreements including —new or potential agreements, contract renewals, and agreements that allow for compensation changes throughout the term of the agreement.

D. Space Lease Agreement - The VP (or designee) will work with the CPO (or designee) and Legal Counsel to establish the FMV rate. The Space Lease calculation must be reviewed by the CPO (or designee) and approved by Legal Counsel.

## II. Medical Director Agreements

A. New and existing Medical Director Agreements shall be prepared and executed using the process outlined in Exhibit A.

B. The VP is responsible for ensuring the necessity of a Medical Director position and ensuring the physician satisfies any qualification or training requirements and provides required services.

C. Compliance will maintain a listing of Medical Director positions required by federal, state, or Joint Commission accreditation. Compliance must be contacted immediately of a statute, regulation, or other standard requiring a Medical Director position. If a new Medical Director position is not required, the VP must demonstrate the necessity and/or benefit to Kaweah Delta, and present the need to the Executive Team for review and approval.

D. Semi-Annually, Compliance will provide a listing of all Medical Director positions to the Executive Team for review and evaluation. Medical Director positions not required by federal, state, or Joint Commission accreditation will be reviewed by the Executive Team to evaluate and demonstrate the necessity and/or benefit to Kaweah Delta.

E. Monthly payments to Medical Directors must be supported by approved time records as follows:

1. Physician(s) must track time spent on activities/responsibilities outlined in the Agreement.

2. Physician(s) shall record activities by date in the electronic time record system. Physician(s) may use a method other than electronic to document and submit time records when approved by the responsible VP and by Finance Department.
  3. Physician(s) time records submitted in any format must include an attestation statement signed by the physician(s) (electronic signature process is used in the electronic time record system).
  4. The responsible VP (or designee) must review and approve time records and approve the payment amount to authorize payment. Evidence of such approval must include an original or electronic signature by the VP.
  5. Upon receipt of the approved time record and payment amount, Accounts Payable will process the payment for the amount approved by the VP.
  6. The responsible VP (or designee) will promptly meet with the Medical Director if they fail to (i) submit time records in a timely manner or (ii) provide services in the manner set forth in the Agreement. Recurring performance issues shall be immediately reported to the CPO.
- III. New and existing and Exclusive and Non-Exclusive Physician Provider Agreements shall be prepared and executed using the processes outlined in Exhibits B, C, and D.
- IV. Physician Lease of Space Agreements shall be negotiated by the responsible VP (or designee).
- The proposed lease rate shall be at FMV.
1. Market analysis must be documented.
  2. Rate must be reviewed by the CPO (or designee) and approved by Legal Counsel.
- V. Physician Recruitment Agreements shall be negotiated by the Physician Recruiter or responsible VP (or designee) consistent with AP.126 – [\(AP126\) Physician Recruitment Policy \(v.2\)](#).
- A. The terms of the Agreement shall follow current physician recruitment guidelines approved by the Board of Directors.
  - B. The proposed income guarantee shall be at FMV.
    1. Market analysis must be documented.
    2. Compensation arrangement must be approved by the CPO (or designee).
- IV. Information on all signed Agreements will be maintained in the contract database (see AP.69 [Requirement for Contracting with Outside Service Providers](#)).
- X. Modifications – In the event physician(s) requests any modifications to the Agreement language, the VP (or designee) shall forward the requests to

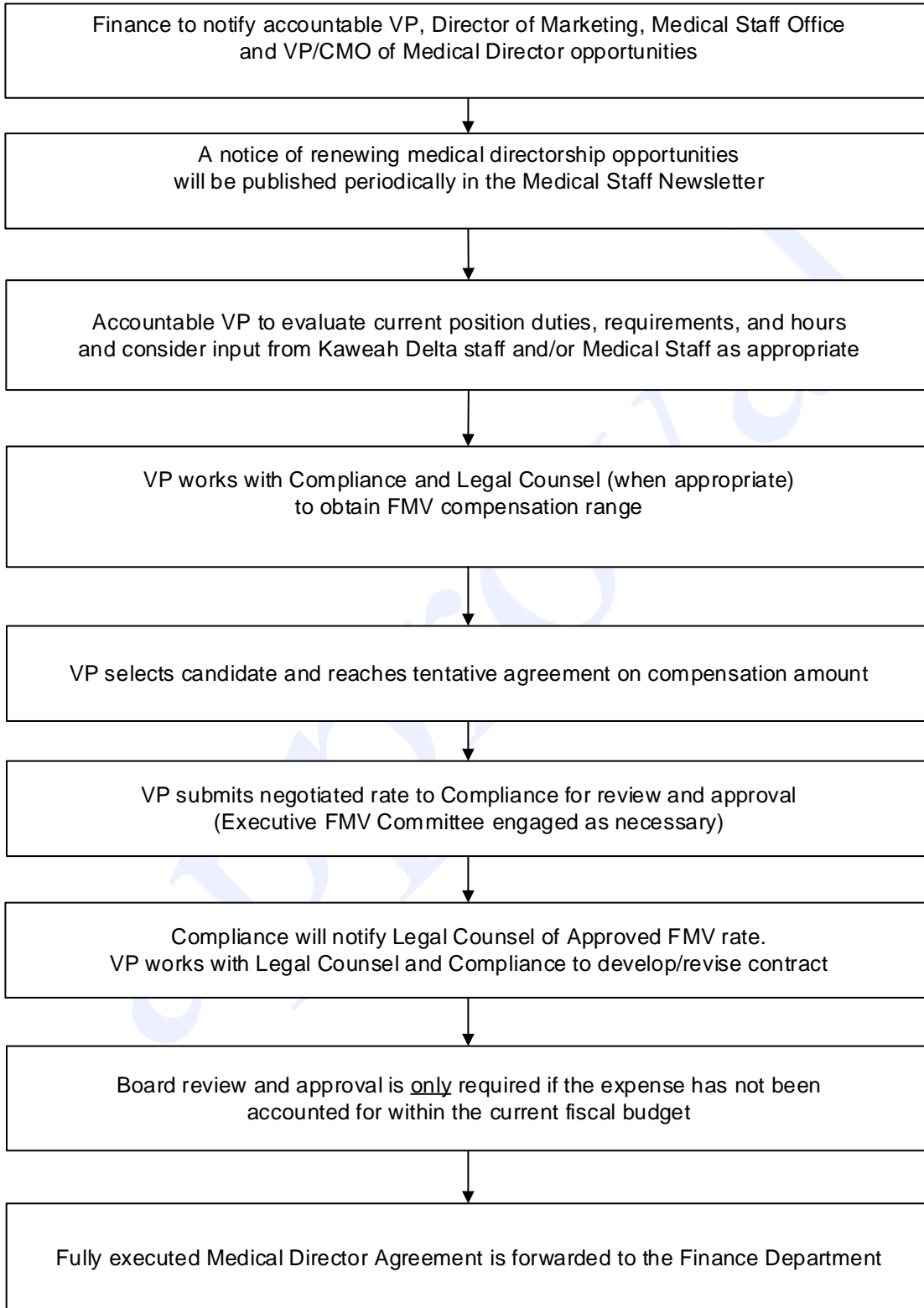
- Legal Counsel for consideration. If the changes are agreeable, a modified Agreement or Addendum will be provided to the VP (or designee). If changes are not agreeable, Legal Counsel will provide explanations to the VP (or designee).
- XI. Board Approval – Board Approval is required as described below:
- A. Medical Director Agreements – New or established Medical Director Agreements do not require review and approval by the Board if the expense has been accounted for within the current fiscal budget.
  - B. Non-Exclusive Providers Agreements – New or established Non-Exclusive Provider Agreements do not require review and approval by the Board if the expense has been accounted for in the current fiscal year budget.
  - C. Exclusive Provider Agreements – All new or unbudgeted Exclusive Provider Agreements must be submitted to the Board of Directors for review and approval.
- VI. Monitoring –
- A. The Compliance and/or Internal Audit Departments may complete periodic audits of Medical Directors and Physician Providers Agreements.
  - B. Prior to the expiration of the Agreement, the VP (or designee) is required to evaluate position duties, requirements, and hours, and to solicit input from key stakeholders including Kaweah Delta staff and/or Medical Staff as appropriate.
- VII. Gifts and other financial benefits given to a physician(s) or their office staff shall be recorded by the Medical Office.
- A. Any employee/department must contact the Medical Staff Office prior to giving any gifts/financial benefit.
  - B. The Medical Staff Office must confirm that total financial benefits to the physician(s) and their office do not exceed the annual physician non-monetary compensation threshold for the current calendar year.
  - C. The Medical Staff Office will log the gift/financial benefit.
  - D. The value of a gift given to a group of physicians shall be divided and attributed to each physician equally.

Any violators may be subject to disciplinary action for violating Kaweah Delta policy.

*"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."*

**EXHIBIT A**

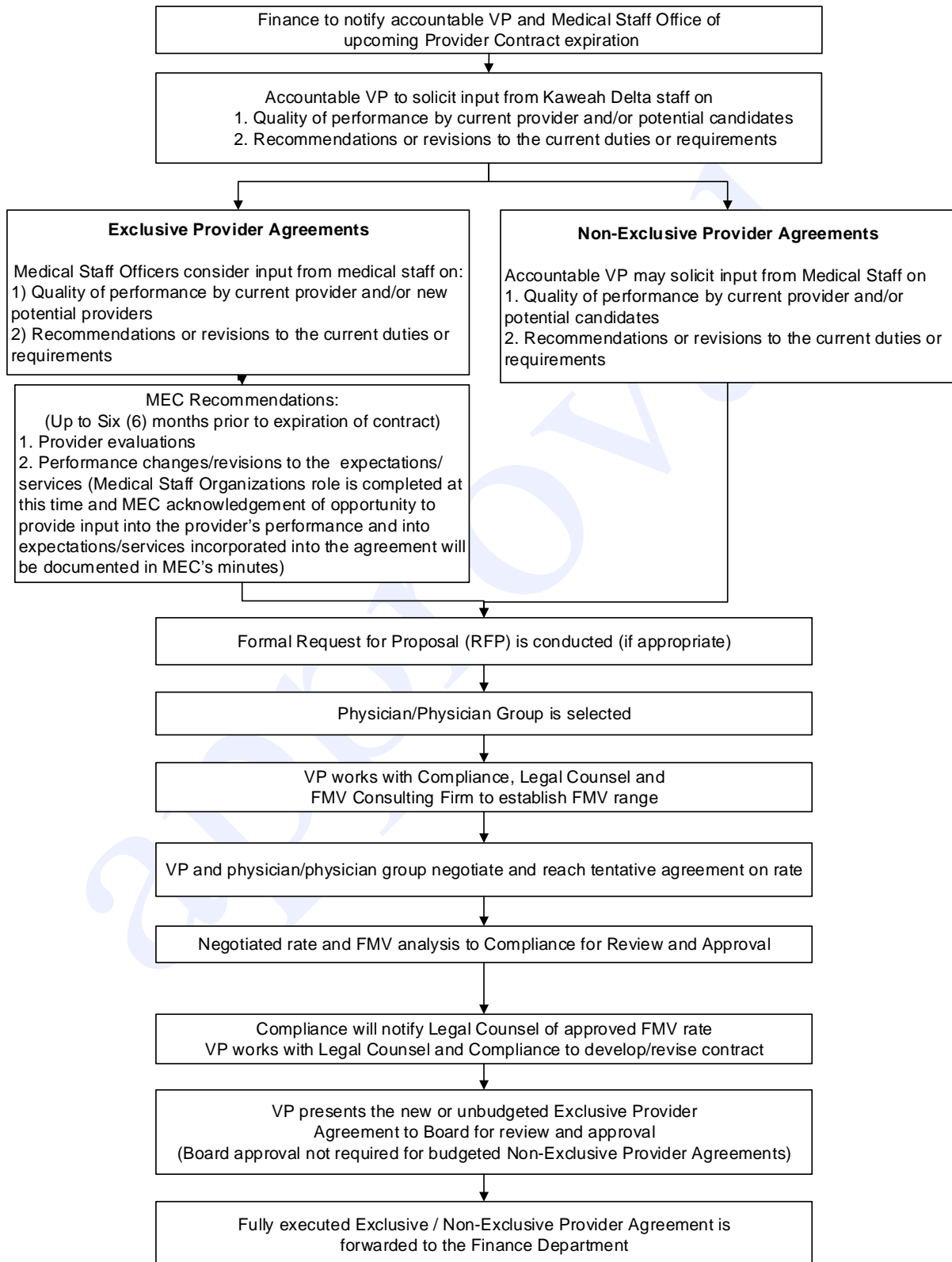
***MEDICAL DIRECTOR CONTRACT CHECKLIST***



**EXHIBIT B**

**PROVIDER CONTRACT RENEWALS**

**Exclusive and Non-Exclusive Provider Agreements**

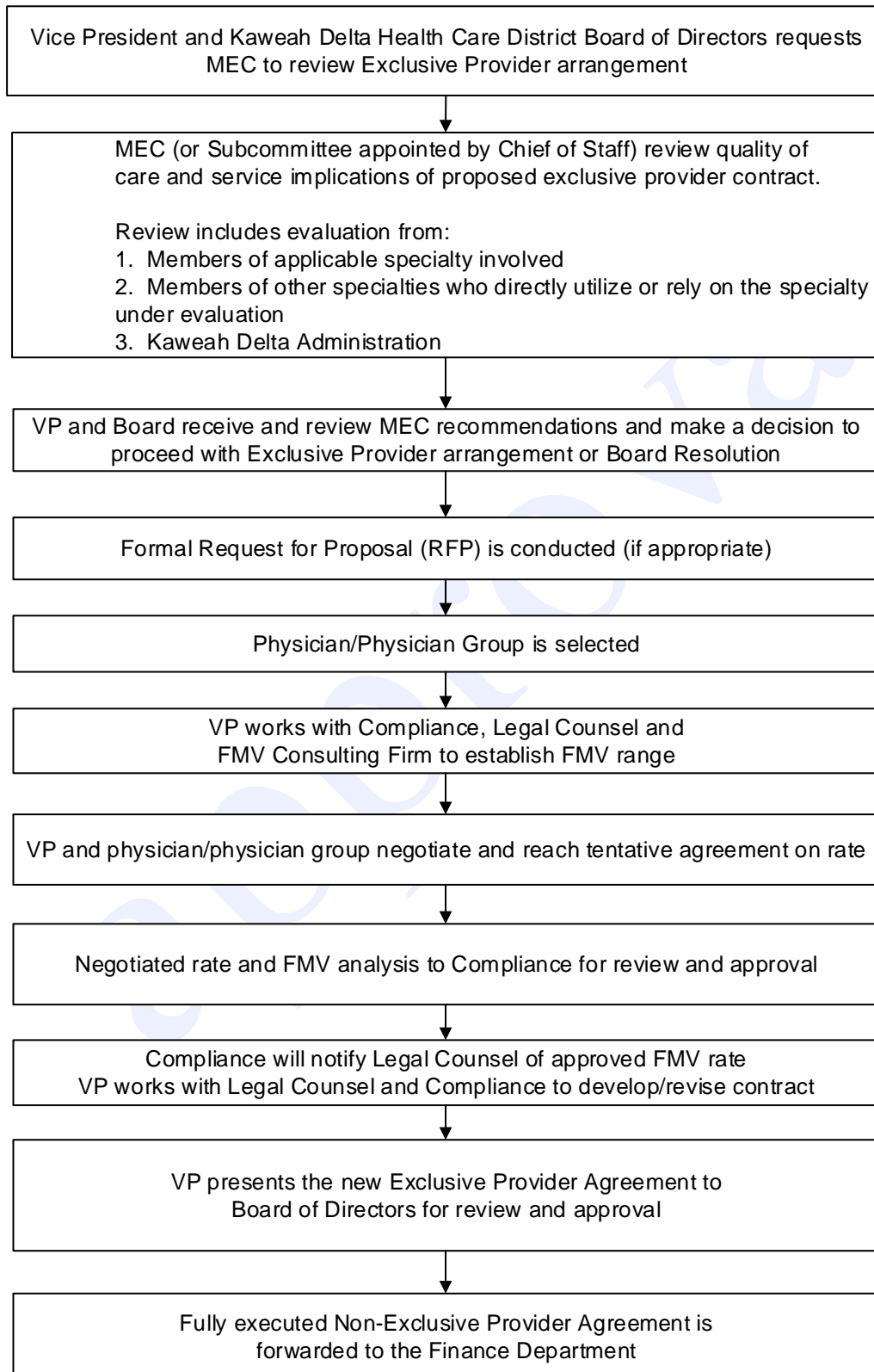




**EXHIBIT C**

**NEW PROVIDER CONTRACT**

**Exclusive Provider Agreements**

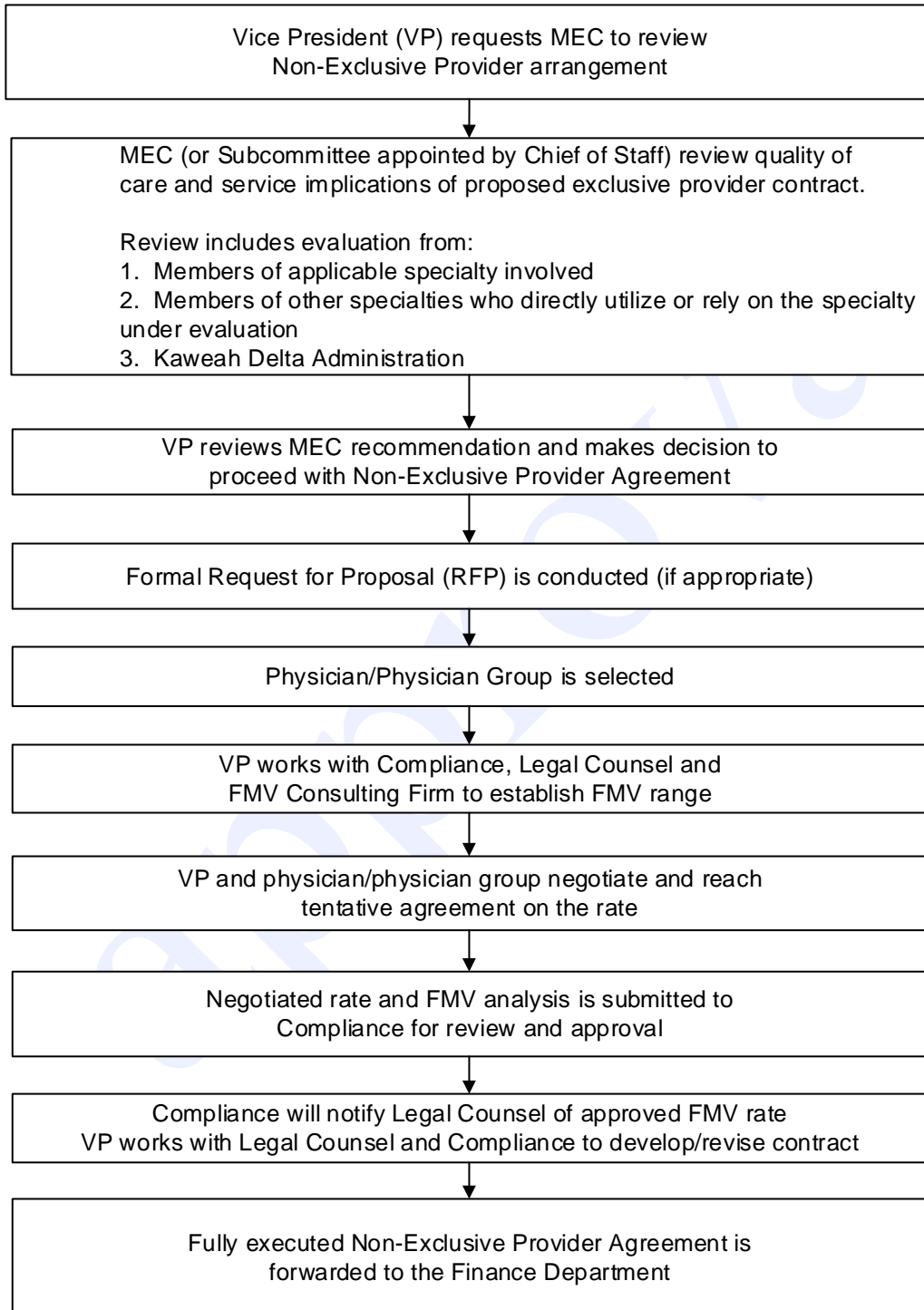




**EXHIBIT D**

**NEW PROVIDER CONTRACT**

***Non-Exclusive Provider Agreements***



Policy Number: CP.03	Date Created: 11/15/2019
Document Owner: Lisa Wass (Compliance Analyst)	Date Approved: Not Approved Yet
<b>Approvers: Board of Directors (Administration), Compliance Committee, Ben Cripps (Compliance &amp; Privacy Officer)</b>	
<b>Physician Contracts and Relationships</b>	

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

**Purpose:**

The purpose of this Policy and Procedure is to establish guidelines for the orderly processing of negotiating, documenting, and administering contracts between Kaweah Delta Health Care District (“Kaweah Delta”) and physician(s) or physician groups. This policy must be followed prior to entering into any arrangement (i) in which Kaweah Delta engages physicians to provide services or space/items to Kaweah Delta, or (ii) in which Kaweah Delta provides any services, space, staff, equipment or items to physicians.

**Policy:**

It is the policy of Kaweah Delta to comply with all state and federal laws. Kaweah Delta shall execute contracts with physicians and physician groups (“physician(s)”) that comply with all applicable laws and regulations, including those designed to prevent the provision of improper payments, inappropriate referrals, and/or inappropriate inducements to refer. To that end, Kaweah Delta will negotiate, document, and administer Agreements that comply with the following standards:

- I. The Agreement shall be set out in writing and signed by all parties. The terms of the Agreements must be commercially reasonable.
- II. The arrangement must be commercially reasonable, and the compensation under the arrangement must be set in advance, established at fair market value through an arms-length transaction, and must not take into account the volume or value of referrals for an item or service reimbursable by a state or federal program or other business generated between the parties.
- III. All items and services covered by an Agreement with physician(s) must address a legitimate need of Kaweah Delta, must actually be provided by the physician(s), and must be specifically described in sufficient detail in the Agreement.
- IV. The Agreement shall specify the compensation terms in sufficient and measurable detail.
- V. The term of the Agreement shall be for not less than twelve (12) months, or longer than thirty-six (36) months unless approved by the Chief Executive

- Officer (CEO) and Board in consultation with Legal Counsel and allowable under District Law. Contracts shall not automatically renew.
- VI. The services performed under the Agreement shall not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law.
  - VII. All Agreements between Kaweah Delta and physician(s) for any purpose shall be prepared by, or in collaboration with, Kaweah Delta's Legal Counsel for signature by the parties.
  - VIII. Any payment to physician(s) shall be made only pursuant to an Agreement that has been formally executed between Kaweah Delta and the physician(s). Medical Director payments will be made only pursuant to approved time records submitted by the physicians. Likewise, payments to physician(s) will require documentation of availability and/or services rendered.
  - IX. Gifts and financial benefits to a physician or their office shall not exceed the annual physician non-monetary compensation threshold as established by the Federal Stark Law. Any gift or benefit provided to physician(s) or a physician's office must first be approved, documented, and tracked through the Medical Staff Office.

**Procedure:**

- I. Fair Market Value (FMV) – State and federal law require a documented and objective determination that the payment between Kaweah Delta and physician(s) is consistent with FMV. Such determination may be evidenced by an approved vendor-written appraisal/valuation, an approved published third-party source, or as otherwise approved by Legal Counsel. The Compliance and Privacy Officer (CPO) (or designee) will oversee the management and administration of the FMV process.

The CPO (or designee) must be contacted before entering into negotiations of any physician Agreement to evaluate the FMV compensation needs. The negotiated rate must be reviewed and approved by the CPO (or designee) before Legal Counsel is engaged to draft or modify the Agreement. The FMV compensation process will be documented and administered in the following manner:

- A. Medical Director Agreements – The Compliance Department will maintain an updated listing of all Medical Director positions by specialty and the corresponding FMV range. Vice President(s) (VP) (or designee) may negotiate rates up to the 50th percentile. Negotiations between the 51<sup>st</sup> and 65<sup>th</sup> percentiles require documented justification and CEO approval. Negotiations beyond the 65<sup>th</sup> percentile require Executive FMV Committee approval (CEO, Board Chair, and CPO).
- B. Recruitment Agreements – The Compliance Department will maintain a listing of physician recruitment needs by specialty and the corresponding FMV range. The Physician Recruitment Compensation Committee (VP of HR, KDHCDC CMO, and KDMF CEO) will approve

the negotiated rates up to the 50th percentile. Negotiations between the 51<sup>st</sup> and 65<sup>th</sup> percentiles require documented justification and CEO approval. Negotiations beyond the 65<sup>th</sup> percentile require Executive FMV Committee approval (CEO, Board Chair, and CPO).

- C. Exclusive and Non-Exclusive Provider Agreements – The FMV rate must be established through an independent and external FMV assessment. The VP (or designee) will work with the CPO (or designee) to engage Legal Counsel and a third-party valuation firm. The CPO (or designee) will facilitate the Fair Market Valuation process to ensure the data and assumptions are documented and appropriate.
    - 1. Changes to compensation terms and/or methodologies must be reviewed by the Executive Team and formally approved by the CPO and CEO. This provision and approval process applies to all Exclusive and Non-Exclusive Provider Agreements including new or potential agreements, contract renewals, and agreements that allow for compensation changes throughout the term of the agreement.
  - D. Space Lease Agreement - The VP (or designee) will work with the CPO (or designee) and Legal Counsel to establish the FMV rate. The Space Lease calculation must be reviewed by the CPO (or designee) and approved by Legal Counsel.
- II. Medical Director Agreements
- A. New and existing Medical Director Agreements shall be prepared and executed using the process outlined in Exhibit A.
  - B. The VP is responsible for ensuring the necessity of a Medical Director position and ensuring the physician satisfies any qualification or training requirements and provides required services.
  - C. Compliance will maintain a listing of Medical Director positions required by federal, state, or Joint Commission accreditation. Compliance must be contacted immediately of a statute, regulation, or other standard requiring a Medical Director position. If a new Medical Director position is not required, the VP must demonstrate the necessity and/or benefit to Kaweah Delta, and present the need to the Executive Team for review and approval.
  - D. Semi-Annually, Compliance will provide a listing of all Medical Director positions to the Executive Team for review and evaluation. Medical Director positions not required by federal, state, or Joint Commission accreditation will be reviewed by the Executive Team to evaluate and demonstrate the necessity and/or benefit to Kaweah Delta.
  - E. Monthly payments to Medical Directors must be supported by approved time records as follows:
    - 1. Physician(s) must track time spent on activities/responsibilities outlined in the Agreement.

2. Physician(s) shall record activities by date in the electronic time record system. Physician(s) may use a method other than electronic to document and submit time records when approved by the responsible VP and by Finance Department.
  3. Physician(s) time records submitted in any format must include an attestation statement signed by the physician(s) (electronic signature process is used in the electronic time record system).
  4. The responsible VP (or designee) must review and approve time records and approve the payment amount to authorize payment. Evidence of such approval must include an original or electronic signature by the VP.
  5. Upon receipt of the approved time record and payment amount, Accounts Payable will process the payment for the amount approved by the VP.
  6. The responsible VP (or designee) will promptly meet with the Medical Director if they fail to (i) submit time records in a timely manner or (ii) provide services in the manner set forth in the Agreement. Recurring performance issues shall be immediately reported to the CPO.
- III. New and existing and Exclusive and Non-Exclusive Physician Provider Agreements shall be prepared and executed using the processes outlined in Exhibits B, C, and D.
- IV. Physician Lease of Space Agreements shall be negotiated by the responsible VP (or designee).
- The proposed lease rate shall be at FMV.
1. Market analysis must be documented.
  2. Rate must be reviewed by the CPO (or designee) and approved by Legal Counsel.
- V. Physician Recruitment Agreements shall be negotiated by the Physician Recruiter or responsible VP (or designee) consistent with AP.126 – [\(AP126\) Physician Recruitment Policy \(v.2\)](#).
- A. The terms of the Agreement shall follow current physician recruitment guidelines approved by the Board of Directors.
  - B. The proposed income guarantee shall be at FMV.
    1. Market analysis must be documented.
    2. Compensation arrangement must be approved by the CPO (or designee).
- IV. Information on all signed Agreements will be maintained in the contract database (see AP.69 [Requirement for Contracting with Outside Service Providers](#)).
- X. Modifications – In the event physician(s) requests any modifications to the Agreement language, the VP (or designee) shall forward the requests to

- Legal Counsel for consideration. If the changes are agreeable, a modified Agreement or Addendum will be provided to the VP (or designee). If changes are not agreeable, Legal Counsel will provide explanations to the VP (or designee).
- XI. Board Approval – Board Approval is required as described below:
- A. Medical Director Agreements – New or established Medical Director Agreements do not require review and approval by the Board if the expense has been accounted for within the current fiscal budget.
  - B. Non-Exclusive Providers Agreements – New or established Non-Exclusive Provider Agreements do not require review and approval by the Board if the expense has been accounted for in the current fiscal year budget.
  - C. Exclusive Provider Agreements – All new or unbudgeted Exclusive Provider Agreements must be submitted to the Board of Directors for review and approval.
- VI. Monitoring –
- A. The Compliance and/or Internal Audit Departments may complete periodic audits of Medical Directors and Physician Providers Agreements.
  - B. Prior to the expiration of the Agreement, the VP (or designee) is required to evaluate position duties, requirements, and hours, and to solicit input from key stakeholders including Kaweah Delta staff and/or Medical Staff as appropriate.
- VII. Gifts and other financial benefits given to a physician(s) or their office staff shall be recorded by the Medical Office.
- A. Any employee/department must contact the Medical Staff Office prior to giving any gifts/financial benefit.
  - B. The Medical Staff Office must confirm that total financial benefits to the physician(s) and their office do not exceed the annual physician non-monetary compensation threshold for the current calendar year.
  - C. The Medical Staff Office will log the gift/financial benefit.
  - D. The value of a gift given to a group of physicians shall be divided and attributed to each physician equally.

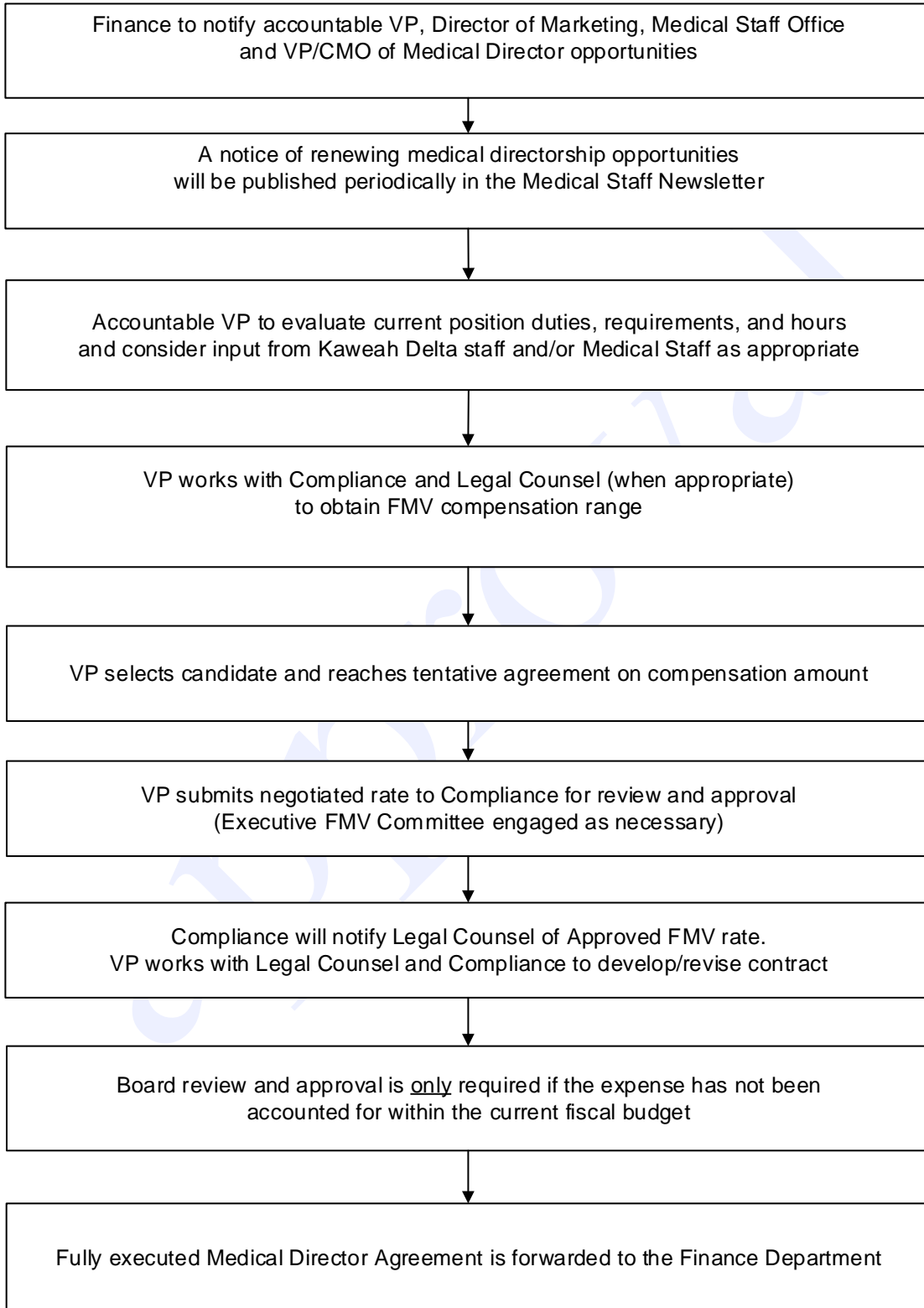
Any violators may be subject to disciplinary action for violating Kaweah Delta policy.

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**EXHIBIT A**

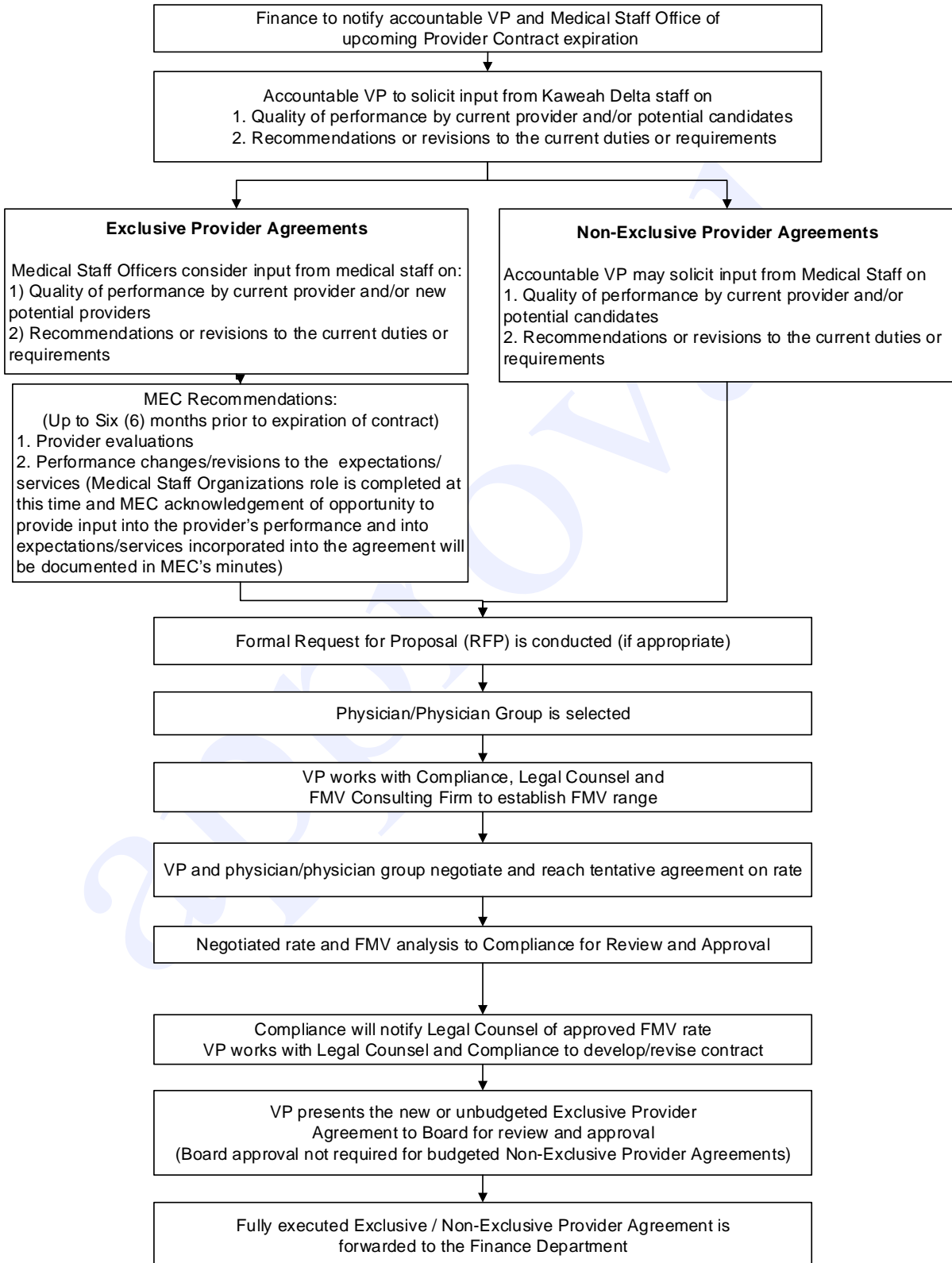
***MEDICAL DIRECTOR CONTRACT CHECKLIST***



**EXHIBIT B**

**PROVIDER CONTRACT RENEWALS**

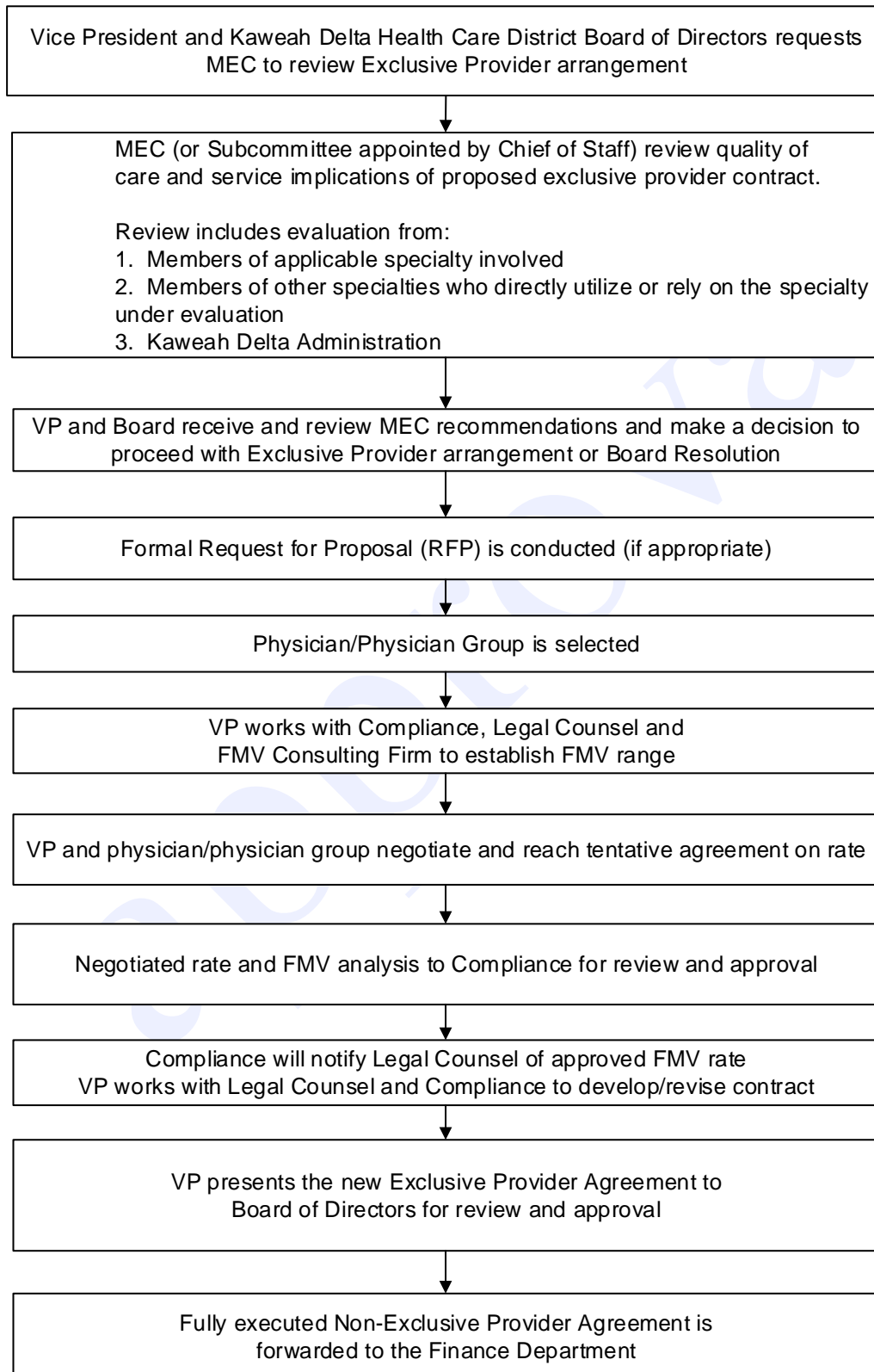
**Exclusive and Non-Exclusive Provider Agreements**

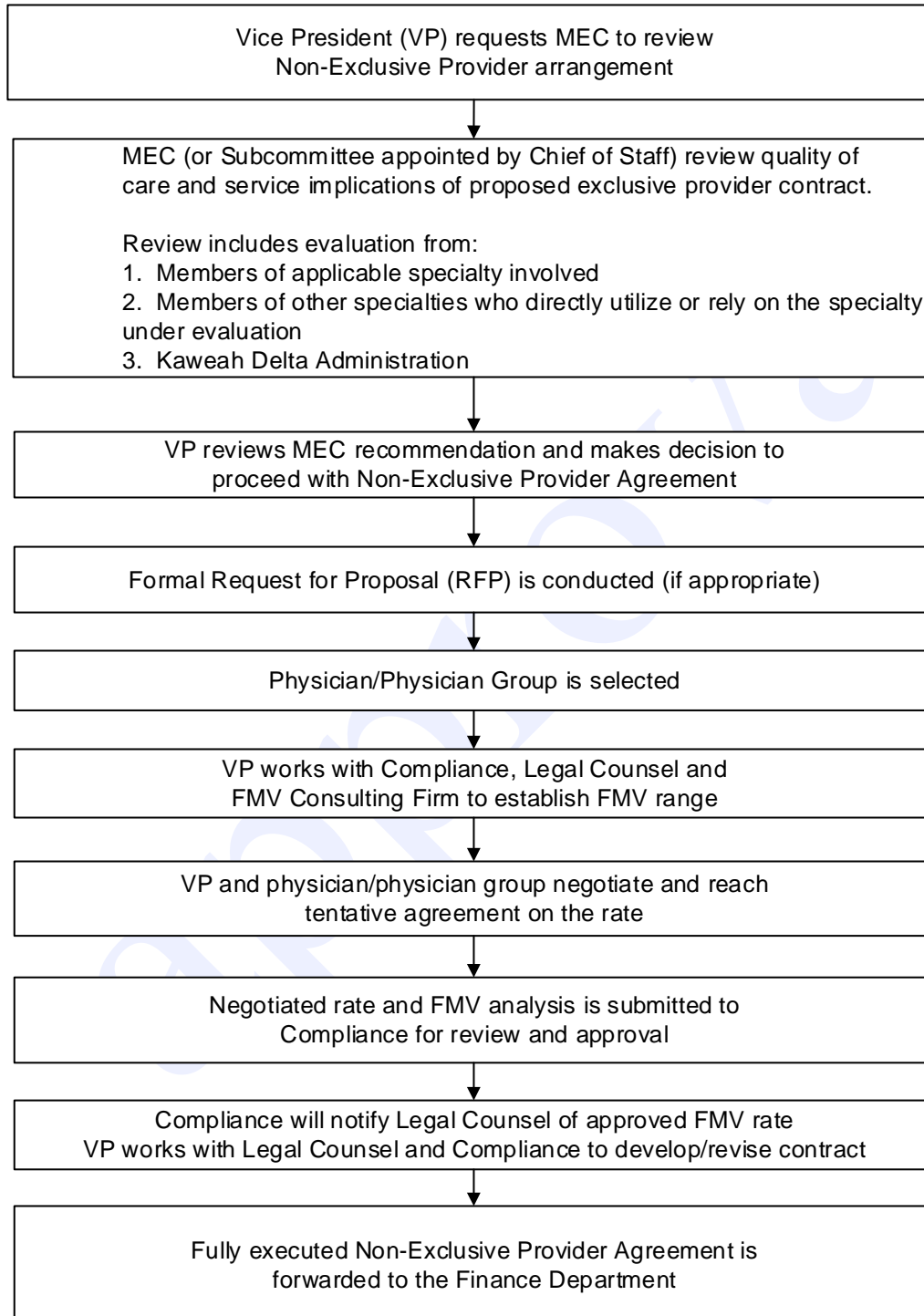


**EXHIBIT C**

**NEW PROVIDER CONTRACT**

**Exclusive Provider Agreements**



**EXHIBIT D****NEW PROVIDER CONTRACT*****Non-Exclusive Provider Agreements***



Policy Number: CP.13	Date Created: 11/15/2019
Document Owner: Lisa Wass (Compliance Analyst)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration), Compliance Committee, Ben Cripps (Compliance & Privacy Officer)	
<b>Federal and State False Claims Act and Employee Protection Provisions</b>	

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

**Purpose:** Kaweah Delta Health Care District (“Kaweah Delta”) acknowledges its responsibilities to establish policies and procedures under the Federal Deficit Reduction Act to provide information and education to its employees, agents and contracted work force regarding the federal False Claims Act, the Federal Whistleblower’s Act as well California law on these subjects. The following policy is established in order to help our employees, agents and contractors understand the provisions of the federal and state laws regarding submitting false claims for reimbursement, as well as to further inform our employees of their right to report violations at the state and federal levels as well as to their supervisor or through Kaweah Delta’s Compliance structure.

**Policy:** Detailed information regarding both state and federal false claims laws and whistleblower laws will be distributed to employees via this policy as well as through the various educational courses and orientation programs ongoing throughout the system. Employees are strongly encouraged to report any observations they might make regarding potential violations to their supervisor, the Kaweah Delta Compliance and Privacy Officer, or through the Kaweah Delta Confidential Compliance Hotline (1-800-998-8050). Every concern will be investigated in accordance with policy CP.05 [Compliance and Privacy Issues Investigation and Resolution](#).

**Federal False Claims Act** - The False Claims Act (FCA) is a federal statute that covers fraud involving any federally funded contract or program, including the Medicare and Medicaid (Medi-Cal) programs. The Act establishes liability for any person who knowingly presents or causes to be presented a false or fraudulent claim to the U. S. Government for payment.

The term “knowingly” is defined to mean that a person, with respect to information:

- Has actual knowledge of falsity of information in the claim;
- Acts in deliberate ignorance of the truth or falsity of the information in a claim;
- or
- Acts in reckless disregard of the truth or falsity of the information in a claim

The Act does not require proof of a specific intent to defraud the United States Government. Instead health care providers can be prosecuted for a wide variety of conduct that leads to the submission of fraudulent claims to the Government, such as knowingly making false statements, falsifying records, or otherwise causing a false claims to be submitted.

**Claim** - For purposes of the False Claims Act, a “claim” includes any request or demand for money that is submitted to the U.S. Government or its contractors.

**Liability** - Health care providers and suppliers (persons and organizations) who violate the False Claims Act can be subject to civil monetary penalties from \$10,957 and \$21,916 for each false claim submitted. In addition to this civil penalty, providers and suppliers can be required to pay three (3) times the amount of damages sustained by the U.S. Government (See 31 USC §3729(a)). If a provider or supplier is convicted of a False Claims Act violation, the Office of Inspector General (OIG) may seek to exclude the provider or supplier from participation in federal health care programs.

**California False Claims Act** - The California FCA, enacted in 1987, is a state statute that covers fraud involving state funded contracts or programs, including Medi-Cal. The act establishes liability for any person who knowingly presents or causes to be presented a false claim for payment or approval or causes to be made or used a false statement to get a false claim paid or approved.

The California FCA closely mirrors the structure and content of the Federal False Claims Act. However, the California FCA does contain some provisions that differ from the federal statute. For example, the California FCA imposes liability upon a provider for an inadvertent submission of a false claim when the provider subsequently discovers the falsity but fails to disclose it within a reasonable period of time after the discovery of the false claim. Further, the California FCA states that liability is triggered if a provider conspires to defraud by getting a false claim allowed or paid.

The term “knowingly” for the California FCA is the identical to the federal False Claims Act. As with the federal statute, proof of specific intent to defraud is not required.

Damages for the California FCA are similar to its federal counterpart. Any provider who violates the California FCA is liable to the state for three (3) times the amount of damages. Such a provider is also responsible for the costs of a civil action to recover the penalties and damages. Finally, any provider who violates the state statute may be liable for a civil penalty for each false claim. A “claim” is defined as any request or demand for money or services.

**Employee Protection - Qui Tam “Whistleblower” Provision** - To encourage individuals to come forward and report misconduct involving false claims, both the federal False Claims Act and the California FCA include “qui tam” or whistleblower provisions. These provisions allow a person who is the “original source” to file a *qui tam* action and the party bringing the action is known as the “relator.” “Original

source” is defined as direct and independent knowledge of the information on which the allegations are based and has voluntarily provided the information to the Government before filing a lawsuit on behalf of the U.S. Government or State of California. There are many different types of health care fraud that can be the basis of a qui tam action. These include, but are not limited to: add-on services, up-coding and unbundling, kickbacks, false certification and information, lack of medical necessity, fraudulent cost reports, grant or program fraud, and billing for inadequate patient care.

~~If an investigator/ surveyor requests to interview a District Kaweah Delta employee during their visit, District Kaweah Delta staff have the right to request the presence of another District staff member, their supervisor, the Director of Risk Management, and/or the Compliance and Privacy Officer be present during an the interview with a government investigator/inspector, as appropriate. Additionally, employees, or an employee’s representative, have the right to discuss possible regulatory violations and/or patient safety concerns with the California Department of Public Health’s (CDPH) inspector(s) privately during the course of an investigation or inspection by the Department. (As referenced in policy See AP.91 Unannounced Regulatory Survey Plan for Response).~~

The False Claims Act is an increasingly significant enforcement tool due to the whistleblower provisions which entitle relators to recover a percentage of the penalty imposed. Law enforcement officials are using these acts and the whistleblower protections to pursue high penalty fraud allegations against hospitals, physicians, and other health care providers. However, individuals seeking whistleblower status must meet several criteria (e.g. “original source”) to prevail as outlined below.

**Health Insurance Portability and Accountability Act (HIPAA) Exception –** Section 164.502(j)(1) of HIPAA permits a member of a covered entity’s workforce or a business associate to disclose PHI with a Government Agency and/or Attorney due to the workforce member or business associate’s belief in good faith that the covered entity has engaged in conduct that is unlawful or otherwise violates professional or clinical standards, or that the care, services, or conditions provided by the covered entity potentially endangers one or more patients, workers, or the public.

**Qui Tam Procedure** - The relator must file his or her lawsuit on behalf of the Government in a federal district court or for the State of California in the name of California if state funds are involved. The lawsuit will be filed “under seal,” meaning that the lawsuit is kept confidential while the state and/or federal Government reviews and investigates the allegations contained in the lawsuit and decides how to proceed.

**Rights of Parties to Qui Tam Actions** - If the Government determines that the lawsuit has merit and decides to intervene, the prosecution of the lawsuit will be directed by the U.S. Department of Justice. If the state proceeds with the action, it shall have the responsibility for prosecuting the action. If the federal government or state decides not to intervene, the whistleblower can continue with the lawsuit on his or her own.



**Award to Qui Tam Whistleblowers** - If the federal and/or state lawsuit is successful, and provided certain legal requirements are met, the relator may receive a percentage award of the total amount recovered or settlement made. If the federal and/or state does not proceed with the action and the *qui tam* plaintiff proceeds with the action, the relator may receive a percentage award of the penalties and damages. The whistleblower may also be entitled to reasonable expenses including attorney's fees and costs for bringing the lawsuit. All such expenses, fees and costs will be awarded against the defendant and in no circumstances will they be the responsibility of the federal government or state.

**No Retaliation** - In addition to a financial award, the False Claims Act entitles whistleblowers to additional relief, including employment reinstatement, back pay, and any other compensation arising from retaliatory conduct against a whistleblower for filing an action under the False Claims Act or committing other lawful acts, such as investigating a false claim or providing testimony for, or assistance in, a False Claims Act action. ~~This includes~~ Additionally, antion-retaliation and whistleblower protections are afforded to county patients' rights advocates who are may be contracted individuals or entities, who are contracted individuals or entities.

**Reporting a Concern** – Employees are required to report any concerns of suspected non-compliance pursuant to Compliance Policy [Compliance Program Administration](#). Concerns should be reported immediately to Kaweah Delta Leadership, the Compliance and Privacy Officer, the Compliance Hotline at 1(800) 998-8050, or the Kaweah Delta Compliance Advocate at (559) 738-8100.

*"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: CP.13	Date Created: 11/15/2019
Document Owner: Lisa Wass (Compliance Analyst)	Date Approved: Not Approved Yet
Approvers: Board of Directors (Administration), Compliance Committee, Ben Cripps (Compliance & Privacy Officer)	
<b>Federal and State False Claims Act and Employee Protection Provisions</b>	

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**Purpose:** Kaweah Delta Health Care District (“Kaweah Delta”) acknowledges its responsibilities to establish policies and procedures under the Federal Deficit Reduction Act to provide information and education to its employees, agents and contracted work force regarding the federal False Claims Act, the Federal Whistleblower’s Act as well California law on these subjects. The following policy is established in order to help our employees, agents and contractors understand the provisions of the federal and state laws regarding submitting false claims for reimbursement, as well as to further inform our employees of their right to report violations at the state and federal levels as well as to their supervisor or through Kaweah Delta’s Compliance structure.

**Policy:** Detailed information regarding both state and federal false claims laws and whistleblower laws will be distributed to employees via this policy as well as through the various educational courses and orientation programs ongoing throughout the system. Employees are strongly encouraged to report any observations they might make regarding potential violations to their supervisor, the Kaweah Delta Compliance and Privacy Officer, or through the Kaweah Delta Confidential Compliance Hotline (1-800-998-8050). Every concern will be investigated in accordance with policy CP.05 [Compliance and Privacy Issues Investigation and Resolution](#).

**Federal False Claims Act** - The False Claims Act (FCA) is a federal statute that covers fraud involving any federally funded contract or program, including the Medicare and Medicaid (Medi-Cal) programs. The Act establishes liability for any person who knowingly presents or causes to be presented a false or fraudulent claim to the U. S. Government for payment.

The term “knowingly” is defined to mean that a person, with respect to information:

- Has actual knowledge of falsity of information in the claim;
- Acts in deliberate ignorance of the truth or falsity of the information in a claim;
- or
- Acts in reckless disregard of the truth or falsity of the information in a claim

The Act does not require proof of a specific intent to defraud the United States Government. Instead health care providers can be prosecuted for a wide variety of conduct that leads to the submission of fraudulent claims to the Government, such as knowingly making false statements, falsifying records, or otherwise causing a false claims to be submitted.

**Claim** - For purposes of the False Claims Act, a “claim” includes any request or demand for money that is submitted to the U.S. Government or its contractors.

**Liability** - Health care providers and suppliers (persons and organizations) who violate the False Claims Act can be subject to civil monetary penalties from \$10,957 and \$21,916 for each false claim submitted. In addition to this civil penalty, providers and suppliers can be required to pay three (3) times the amount of damages sustained by the U.S. Government (See 31 USC §3729(a)). If a provider or supplier is convicted of a False Claims Act violation, the Office of Inspector General (OIG) may seek to exclude the provider or supplier from participation in federal health care programs.

**California False Claims Act** - The California FCA, enacted in 1987, is a state statute that covers fraud involving state funded contracts or programs, including Medi-Cal. The act establishes liability for any person who knowingly presents or causes to be presented a false claim for payment or approval or causes to be made or used a false statement to get a false claim paid or approved.

The California FCA closely mirrors the structure and content of the Federal False Claims Act. However, the California FCA does contain some provisions that differ from the federal statute. For example, the California FCA imposes liability upon a provider for an inadvertent submission of a false claim when the provider subsequently discovers the falsity but fails to disclose it within a reasonable period of time after the discovery of the false claim. Further, the California FCA states that liability is triggered if a provider conspires to defraud by getting a false claim allowed or paid.

The term “knowingly” for the California FCA is the identical to the federal False Claims Act. As with the federal statute, proof of specific intent to defraud is not required.

Damages for the California FCA are similar to its federal counterpart. Any provider who violates the California FCA is liable to the state for three (3) times the amount of damages. Such a provider is also responsible for the costs of a civil action to recover the penalties and damages. Finally, any provider who violates the state statute may be liable for a civil penalty for each false claim. A “claim” is defined as any request or demand for money or services.

**Employee Protection - Qui Tam “Whistleblower” Provision** - To encourage individuals to come forward and report misconduct involving false claims, both the federal False Claims Act and the California FCA include “qui tam” or whistleblower provisions. These provisions allow a person who is the “original source” to file a *qui tam* action and the party bringing the action is known as the “relator.” “Original

source” is defined as direct and independent knowledge of the information on which the allegations are based and has voluntarily provided the information to the Government before filing a lawsuit on behalf of the U.S. Government or State of California. There are many different types of health care fraud that can be the basis of a qui tam action. These include, but are not limited to: add-on services, up-coding and unbundling, kickbacks, false certification and information, lack of medical necessity, fraudulent cost reports, grant or program fraud, and billing for inadequate patient care.

Kaweah Delta staff have the right to request the presence of their supervisor, the Director of Risk Management, and/or the Compliance and Privacy Officer during an interview with a government investigator/inspector. Additionally, employees, or an employee’s representative, have the right to discuss possible regulatory violations and/or patient safety concerns with the California Department of Public Health’s (CDPH) inspector(s) privately during the course of an investigation or inspection. (See [AP.91 Unannounced Regulatory Survey Plan for Response](#)).

The False Claims Act is an increasingly significant enforcement tool due to the whistleblower provisions which entitle relators to recover a percentage of the penalty imposed. Law enforcement officials are using these acts and the whistleblower protections to pursue high penalty fraud allegations against hospitals, physicians, and other health care providers. However, individuals seeking whistleblower status must meet several criteria (e.g. “original source”) to prevail as outlined below.

**Health Insurance Portability and Accountability Act (HIPAA) Exception** – Section 164.502(j)(1) of HIPAA permits a member of a covered entity’s workforce or a business associate to disclose PHI with a Government Agency and/or Attorney due to the workforce member or business associate’s belief in good faith that the covered entity has engaged in conduct that is unlawful or otherwise violates professional or clinical standards, or that the care, services, or conditions provided by the covered entity potentially endangers one or more patients, workers, or the public.

**Qui Tam Procedure** - The relator must file his or her lawsuit on behalf of the Government in a federal district court or for the State of California in the name of California if state funds are involved. The lawsuit will be filed “under seal,” meaning that the lawsuit is kept confidential while the state and/or federal Government reviews and investigates the allegations contained in the lawsuit and decides how to proceed.

**Rights of Parties to Qui Tam Actions** - If the Government determines that the lawsuit has merit and decides to intervene, the prosecution of the lawsuit will be directed by the U.S. Department of Justice. If the state proceeds with the action, it shall have the responsibility for prosecuting the action. If the federal government or state decides not to intervene, the whistleblower can continue with the lawsuit on his or her own.

**Award to Qui Tam Whistleblowers** - If the federal and/or state lawsuit is successful, and provided certain legal requirements are met, the relator may receive

a percentage award of the total amount recovered or settlement made. If the federal and/or state does not proceed with the action and the *qui tam* plaintiff proceeds with the action, the relator may receive a percentage award of the penalties and damages. The whistleblower may also be entitled to reasonable expenses including attorney's fees and costs for bringing the lawsuit. All such expenses, fees and costs will be awarded against the defendant and in no circumstances will they be the responsibility of the federal government or state.

**No Retaliation** - In addition to a financial award, the False Claims Act entitles whistleblowers to additional relief, including employment reinstatement, back pay, and any other compensation arising from retaliatory conduct against a whistleblower for filing an action under the False Claims Act or committing other lawful acts, such as investigating a false claim or providing testimony for, or assistance in, a False Claims Act action. Additionally, non-retaliation and whistleblower protections are afforded to county patients' rights advocates who are contracted individuals or entities.

**Reporting a Concern** – Employees are required to report any concerns of suspected non-compliance pursuant to Compliance Policy [Compliance Program Administration](#). Concerns should be reported immediately to Kaweah Delta Leadership, the Compliance and Privacy Officer, the Compliance Hotline at 1(800) 998-8050, or the Kaweah Delta Compliance Advocate at (559) 738-8100.

*"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."*

## Appendix D

### Policy Submission Summary

<b>Manual Name: Medical Staff</b>			<b>Date: 12/2/19</b>			
<b>Support Staff Name: April McKee</b>						
<b>Routed to:</b>			<b>Approved By: (Name/Committee – Date)</b>			
<input type="checkbox"/> <b>Department Director</b> <input type="checkbox"/> <b>Medical Director</b> <i>(if applicable)</i> <input type="checkbox"/> <b>Medical Staff Department</b> <i>(if applicable)</i> <input type="checkbox"/> <b>Patient Care Policy</b> <i>(if applicable)</i> <input type="checkbox"/> <b>Pharmacy &amp; Therapeutics</b> <i>(if applicable)</i> <input type="checkbox"/> <b>Interdisciplinary Practice Council</b> <i>(if applicable)</i> <input checked="" type="checkbox"/> <b>Credentials Committee</b> <i>(if applicable)</i> <input type="checkbox"/> <b>Executive Team</b> <i>(if applicable)</i> <input checked="" type="checkbox"/> <b>Medical Executive Committee</b> <i>(if applicable)</i> <input checked="" type="checkbox"/> <b>Board of Directors</b>						
<b>Policy/Procedure Title</b>	<b>#</b>	<b>Status</b> (New, Revised, Reviewed, Deleted)	<b>Name and Phone # of person who wrote the new policy or revised an existing policy</b>			
Initial FPPE (Proctoring)	MS 45	Revised	Teresa Boyce x2365			



Policy Number: MS 45	Date Created: 11/11/2019
Document Owner: April McKee (Medical Staff Coordinator)	Date Approved: Not Approved Yet
<b>Approvers: Board of Directors (Administration), Credentials Committee, Medical Executive Committee, April McKee (Medical Staff Coordinator), Cindy Moccio (Board Clerk/Exec Assist-CEO), Debbie Roeben (Medical Staff Coordinator), Teresa Boyce (Director of Medical Staff Svcs)</b>	
<b>Focused Professional Practice Evaluation Guidelines for Initial Proctoring</b>	

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

**Scope:**

1. Newly appointed Physicians and Advanced Practice Providers
2. Practitioners who request additional clinical privileges

**Policy:** The Medical Staff is responsible for overseeing the quality of care provided by Physicians and Advanced Practice Providers (hitherto referred to as practitioners). In order to ensure competency, all new practitioners will be required to participate in Focused Professional Practice Evaluation (FPPE) which may include proctoring, as specified by their Departments. Proctoring is an objective evaluation of a physician's clinical competence by a proctor who represents, and is responsible to the medical staff. Prospective, retrospective and concurrent proctoring and/or chart review may be used to confirm clinical competence according to each department's guidelines.

**PROCEDURE:**

**I. New Staff Member – Initial Appointment Responsibilities**

A practitioners FPPE begins when privileges are granted by the Board, either for new applicants or current members requesting new/additional privileges.

1. A primary proctors will be assigned by the Department Chair. ~~The involvement of two or more proctors in the proctoring process is encouraged.~~ Any practitioner with like privileges may proctor.
2. The new practitioner will review privileges granted and proctoring requirements as delineated on their delineation of privileges (DOP) form.
3. The new practitioner will accept the responsibility to schedule his/her cases at a time when an eligible proctor has agreed to be available.
4. The new practitioner must be proctored for the minimum number of procedures indicated on the DOP or until the practitioner demonstrates competency to the satisfaction of the proctor.
- 4.5. For all invasive procedures, FPPE shall include direct observation by the proctor and concurrent chart review.



5-6. The practitioner must request an extension if he/she is unable to complete proctoring within the timeframe allowed.

## II. Temporary Physicians & Advanced Practice Providers

1. Physicians who are on site for a specific patient or to proctor another physician are not subject to the proctoring requirements of this policy.
2. Locum Tenens covering for a specific practitioner are not subject to proctoring requirements as established in this policy.
3. Long term temporary practitioners (more than 30 days) will be subject to complete proctoring requirements as established in this policy. The proctoring will be based on activity from their first patient contact and procedures performed.

## III. Proctor Requirements and Responsibilities of the Proctor

1. The proctor must be a member in good standing of the Active Medical Staff of Kaweah Delta and must have similar, unrestricted privileges, which are to be proctored.
2. It is the responsibility of all members of the Active Medical Staff within a specific Department to proctor when assigned to do so.
3. The proctor shall have no pecuniary interest in the procedure and/or patient. The proctor shall not be remunerated for proctoring.
- 4.4. A proctor will timely complete and sign a confidential proctoring form for each case proctored and return this form to the MSO.
5. The proctor's role is to observe and record the performance of the practitioner being proctored. The proctor is not mandated to intervene when he/she observes what could be construed as deficient performance on the part of the practitioner being proctored.
- 2.6. It is the proctor's responsibility to report any poor or significantly substandard performances of the proctoree immediately to the clinical department chair.
- 3.7. In an emergency situation, the proctor may intervene; even though he/she has no legal obligation to do so, and in such a circumstance, the proctor is acting in good faith and should be qualified as a Good Samaritan within the "Good Samaritan" laws of the State of California.
- 4.8. The activities of the proctor constitute an integral part of the peer review system of the Medical Staff, and as such, any and all information and records regarding the proctorship shall be subject to all confidentiality requirements within the bylaws and proctors are subject to all immunities accorded Medical Staff peer review activities and any applicable regulations, statutes or legal decisions.

## IV. Department Responsibilities

1. The Department Chair will assigned a proctor(s)
2. Members of the Department will participate in proctoring when assigned by the Department Chair.
3. The Department Chair may consider an extension or automatic expiration of privileges for practitioners who have failed to complete proctoring within the assigned time frame. This recommendation will be forwarded to the

Credentials Committee to approve the extension or allow the privileges to automatically expire, per the Medical Staff Bylaws.

4. The Department Chair will evaluate proctoring results and make a recommendation to the Credentials Committee.

#### **V. Options**

1. KDHCDC may accept up to 80% of proctoring from other institutions to supplement actual observation on the premises if the following conditions are present:
  - a. Preapproval of the Department Chair and Credentials Chair.
  - b. The range and level of privileges requested are similar at both institutions.
  - c. Proctor reports, or a summary of proctored cases (volume/procedures), have been signed and dated within the last 15 months.

#### **VI. Medical Staff Office (MSO) Responsibilities**

1. The MSO will provide each new staff member at initial appointment with blank proctoring forms, a copy of clinical privileges granted, and proctoring requirements. This information will be sent to the practitioner by email and with the Governing Board letter.
2. The MSO will send two courtesy reminders via email. A final notification will be sent via certified mail 30 days prior to the deadline informing practitioners of expiration date.
3. MSO will notify Department Chair when a practitioner fails to complete proctoring within 6 months or at the end of a granted extension period. Department Chair will recommend to Credentials Committee – extension of time frame or automatic relinquishment.
4. At the recommendation of the Credentials Committee the practitioner's privileges will be automatically relinquished, or an extension will be granted. If privileges are automatically relinquished, per Medical Staff Bylaws 4.B.3., the practitioner may not reapply for one (1) year. MSO will resign practitioner from data bases and send out notification.
5. The MSO will submit a proctoring summary to the Credentials Committee. The summary will identify the successful completion of the proctoring requirements and any outstanding privileges that require an extension of time for completion of proctoring.

#### **VII. Completion of proctoring**

1. Successful Completion – Proctoring shall be deemed successfully completed when the practitioner satisfactorily completes the required number of proctored cases within the time frame established and the practitioners performance in the cases meet the standard of care of the Medical Center.
2. Failure to Complete Necessary Volume – Refer to Medical Staff Bylaws 4.B.3.
3. Failure to Complete Proctoring Satisfactorily – Refer to Medical Staff Bylaws 4.B.3.

### **VIII. Confidentiality**

- 1. Strict adherence to the code of confidentiality is required.**
- 2. The original FPPE form shall be filed in the individual's confidential credential file the the Medical Staff Services office.**

### **Resources**

- Medical Staff Bylaws
- MS 44 Ongoing Professional Practice Evaluation (OPPE) / Focused Professional Practice Evaluation (FPPE)

*"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."*



**Privileges in Anesthesia**

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Please Print

**ANESTHESIA PRIVILEGE CRITERIA**

**Initial Criteria:** Successfully completed a post-graduate residency program in Anesthesiology approved by the Accreditation Council for Graduate Medical Education (ACGME) or the American Osteopathic Association (AOA); **AND** Documentation of provision of inpatient care to at least 250 anesthesia patients over the past 24 months; **AND** current certification or active participation in the examination process leading to certification in Anesthesiology by the ABOA or the AOBA or active participation in the examination process leading to certification in 5 years. Active enrollment in Maintenance of Certification in Anesthesiology (not required for those with lifetime certification)

**Certification:** ACLS

**ADULT AND ADOLESCENT CORE PRIVILEGES**

Request	Procedure	Renewal Criteria	FPPE	Approve
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Performance of H&amp;P;</li> <li>Assessment of, consultation for, and preparation of patients for anesthesia; Clinical management of cardiac &amp; pulmonary resuscitation;</li> <li>Evaluation of respiratory function and application of respiratory therapy;</li> <li>Monitoring and maintenance of normal physiology during the perioperative period;</li> <li>Relief and prevention of pain during and following surgical, obstetrical, therapeutic, and diagnostic procedures using sedation/analgesia, general anesthesia, and regional anesthesia</li> <li>Diagnosis and treatment of acute, chronic, and cancer-related pain</li> <li>Image-guided procedures; Management of critically ill patients;</li> <li>Supervision of CRNAs</li> <li>Treatment of patients for pain management (excluding chronic pain management)</li> <li>Anesthetic management of patients for cardiac pacemaker and automatic implantable cardiac defibrillator placement, surgical treatment of cardiac arrhythmias, cardiac catheterization, and cardiac electrophysiological diagnostic/therapeutic procedures</li> </ul>	Minimum of 250 cases required in the past two years  <b>AND</b> Maintain current certification or active participation in the examination process leading to certification in Anesthesiology by the ABOA or the AOBA	6 retrospective or concurrent reviews with a Minimum of one direct observation	<input type="checkbox"/>

**ADULT CARDIOTHORACIC CORE PRIVILEGES**

Request	Procedure	Initial Criteria	Renewal Criteria	FPPE	Approve
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Performance of H&amp;P</li> <li>Anesthetic management for patients undergoing minimally invasive cardiac surgery for congenital/Non-congenital cardiac procedures including off pump procedures</li> <li>Anesthetic management of patients undergoing surgery on the ascending or descending thoracic aorta requiring full cardiopulmonary bypass (CPV), left heart bypass, and/or deep hypothermic circulatory arrest</li> <li>Anesthetic management of patients undergoing non cardiac thoracic surgery; Image-guided procedures</li> <li>Management of intra-aortic balloon counter pulsation</li> <li>Management of nonsurgical cardiothoracic patients</li> <li>Management of cardiothoracic surgical patients in a critical care (ICU) setting; <b>Swan Ganz Catheter</b>; Transesophageal echocardiography (TEE)</li> <li>Anesthetic Management for insertion of Ventricular Assist Devices</li> </ul>	Initial Core Criteria <b>AND</b> Completion of Cardiac Anesthesia fellowship <b>AND</b> Board Certification in Perioperative Echocardiography within 2 years of Medical Staff appointment ( <i>Current members of Department of Anesthesia with adult cardiothoracic core privileges will have 2 years to obtain Board Certification</i> ) <b>AND</b> a minimum of 100 open heart surgeries in the past two years	Minimum 50 cases required in the past two years; <b>AND</b> Maintenance of Perioperative Echocardiography Board Certification up to age 65 <b>AND</b> Maintenance of ACLS	6 retrospective or concurrent reviews with a Minimum of one direct observation	<input type="checkbox"/>

**OBSTETRIC CORE PRIVILEGES**

Request	Procedure	Initial Criteria	Renewal Criteria	FPPE	Approve
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>Performance of H&amp;P; Consultation and management for pregnant patients requiring non-obstetric surgery</li> <li>General anesthesia for cesarean deliver; Image-guided procedures</li> <li>All types of neuraxial analgesia (including epidural, spinal, combined spinal, and epidural analgesia) and different methods of maintaining analgesia such as bolus, continuous infusion, and patient-controlled epidural analgesia</li> <li>Anesthetic management of both spontaneous and operative vaginal delivery, retained placenta, cervical dilation, and uterine curettage, as well as postpartum tubal ligation, cervical cerclage, and assisted reproductive endocrinology interventions</li> <li>Interpretation of antepartum and intrapartum fetal surveillance tests</li> </ul>	Initial Core Criteria <b>AND</b>  A minimum of 3 labor epidurals <b>AND</b> 3 spinals in the past two years	Minimum of 15 cases required in the past two years.	a Minimum of 3 labor epidurals <b>AND</b> 3 spinals with direct observation	<input type="checkbox"/>

### PEDIATRIC CORE PRIVILEGES

**Procedure:**

- Performance of H&P; Consultation for medical and surgical patients; Interpretation of laboratory results
- Management of normal perioperative fluid therapy and massive fluid and/or blood loss
- Management of children requiring general anesthesia for elective and emergent surgery for a wide variety of surgical conditions, including neonatal surgical emergencies, and congenital disorders
- Image-guided procedures
- Management of normal and abnormal airways

Request	Procedure	Initial Criteria	Renewal Criteria	FPPE	Approve
<input type="checkbox"/>	<u>Pediatric Core Privileges for patients under 5 years of age</u>	Initial Core Criteria <b>AND</b> Pediatric subspecialty training or equivalent experience ; <b>AND</b> PALS certification <b>AND</b> at least 10 pediatric procedures in the last 24 month	Minimum of 25 pediatric cases required in the past two years <b>AND</b> Maintenance of PALS certification	2 retrospective or concurrent reviews with a minimum of one direct observation	<input type="checkbox"/>
<input type="checkbox"/>	<u>Pediatric Core Privileges for patients 5 years and older</u>	<u>Initial Core Criteria</u> <u><b>AND</b></u> <u>PALS certification</u> <u><b>AND</b></u> <u>at least 10 pediatric procedures in the last 24 month</u>	<u>Minimum of 5 pediatric cases required in the past two years</u> <u><b>AND</b></u> <u>Maintenance of PALS certification</u>	<u>2 retrospective or concurrent reviews with a minimum of one direct observation</u>	<input type="checkbox"/>

### ADDITIONAL PRIVILEGES

Request	Procedure	Initial Criteria	Renewal Criteria	FPPE	Approve
<input type="checkbox"/>	Supervision of a technologist using fluoroscopy equipment	Current and valid Fluoroscopy supervisor and Operator Permit or a Radiology Supervisor and Operator Permit	Maintenance of Fluoroscopy Permit	None	<input type="checkbox"/>
<input type="checkbox"/>	Trans Thoracic Echo Cardiography (TTE)	1) Completion of an ACGME or AOA approved residency training program that included training specific to TTE; <b>OR</b> 2) Documentation of completion of a training course specific to point of care ultrasound that includes TTE. <i>(Module must be a minimum of 8 hours and include the physics of ultrasound and hands on-training.)</i> <b>AND</b> Documentation of a minimum of 20 TTEs <b>IF</b> training completed <b>prior to</b> the last 24 months	Minimum of 10 procedures in the past 24 months	3 direct observation and 5 over-reads	<input type="checkbox"/>
<input type="checkbox"/>	Trans Esophageal Echo Cardiography (TEE)	1) Completion of an ACGME or AOA approved residency training program that included training specific to TEE; <b>OR</b> 2) Documentation of completion of a training course specific to point of care ultrasound that includes TEE. <i>(Module must be a minimum of 50 hours and include the physics of ultrasound and hands on-training.)</i> <b>AND</b> Documentation of a minimum of 50 TEEs <b>IF</b> training completed <b>prior to</b> the last 24 months	Minimum of 50 procedures in the past 24 months	5 direct observation and 5 over-reads	<input type="checkbox"/>
<input type="checkbox"/>	Swan Ganz Catheters	1) Completion of an ACGME or AOA approved residency training program that included training specific to SGC. Document of a minimum of 12 SGC placements if training completed prior to the last 24 months; <b>OR</b> 2) Documentation of successful placement of 6 SGCs by direct concurrent observation of a member of the Medical Staff with SGC privileges.	Minimum of 6 procedures in the past 24 months	A minimum of 1 direct observation	<input type="checkbox"/>



<input type="checkbox"/>	Outpatient Services at a Kaweah Delta Health Care District Rural Health or 1206(d) Clinics. Please identify: ___ <b>Dinuba</b> ___ <b>Exeter</b> ___ <b>Lindsay</b> ___ <b>Woodlake</b> ___ <b>Family Medicine Clinic</b> ___ <b>Chronic Disease Management Center</b> ___ <b>Sequoia Cardiology Clinic</b>	Executed contract with Kaweah Delta Health Care District or KDHCD ACGME Family Medicine Program	Maintain initial criteria	None	<input type="checkbox"/>
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**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 Anesthesia Chair* \_\_\_\_\_ *Date*



Provider Name: \_\_\_\_\_ Date: \_\_\_\_\_  
*Please Print*

**NURSE PRACTITIONER / PHYSICIAN ASSISTANT**

- Assignment:  ICU  ICCU  Cardiac Services  Through-Put  OB/GYN  Pediatric  Psychiatry  
 Adult Hospitalists  Surgery  Orthopedic  Neurosurgery  Family Medicine  Internal Medicine

Initial Criteria
<p><b>Physician Assistant:</b> Completion of an ARC-PA approved program; Current certification by the NCCPA (<i>Obtain certification within one year of completion of PA program or granting of privileges</i>); Current licensure to practice as a PA by the California Physician Assistant Board; <b>OR</b></p> <p><b>Nurse Practitioner:</b> Completion of an advanced nursing program accredited by the Commission of Collegiate of Nursing Education (CCNE) or National League for Nursing Accrediting Commission (NLNAC) with emphasis on the NP's specialty area; current certification by the ANCC or AANP (<i>Obtain certification within one year of completion of advanced nursing program</i>); <b>AND</b></p> <p><b>Additional Certifications:</b> BLS or ACLS and full schedule California DEA</p> <p><b>Clinical Experience:</b> Documentation of patient care for 50 patients in the past two years OR completion of training program within the last 12 months</p> <p><b>Renewal Criteria:</b> Documentation of patient care for 50 patients in the past 2 years AND maintenance of current certification by NCCPA, ANCC, or AANP; AND current BLS or ACLS and full schedule California DEA</p> <p><b>FPPE:</b> A minimum of 5 cases by Direct Observation and Retrospective Chart Review at the supervising physician's discretion.</p>

Request	GENERAL CORE PRIVILEGES Includes procedures on the following list and such other procedures that are extensions of the same techniques and skills:	Approve
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>• Apply, remove, and change dressings and bandages; Perform debridement and general care for superficial wounds and minor superficial surgical procedures</li> <li>• Counsel and instruct patients, families, and caregivers as appropriate</li> <li>• Direct care as specified by medical staff-approved protocols; Make daily rounds on hospitalized patients, as appropriate; Initiate appropriate referrals;</li> <li>• Implement palliative care and end-of-life care through evaluation, modification, and documentation according to the patient's response to therapy, changes in condition, and to therapeutic interventions</li> <li>• Implement therapeutic intervention for specific conditions when appropriate</li> <li>• Insert and remove nasogastric tube; provide tracheostomy care</li> <li>• Order and initial interpretation of diagnostic testing and therapeutic modalities;</li> <li>• Perform field infiltrations of anesthetic solutions; incision and drainage of superficial abscesses;</li> <li>• Perform History &amp; Physical/ MSE;</li> <li>• Perform other emergency treatment</li> <li>• Prescribe &amp; Administer medications per formulary of designated certifying board</li> <li>• Record progress notes;</li> <li>• Removal of drains, sutures, staples, &amp; packing</li> <li>• Remove arterial catheters, central venous catheters, chest tubes;</li> <li>• Short-term and indwelling urinary bladder catheterization; venous punctures for blood sampling, cultures, and IV catheterization; superficial surgical procedures</li> <li>• Write Discharge Summaries and Instructions</li> </ul>	<input type="checkbox"/>
<input type="checkbox"/>	Adult: Patients >18 years of age	<input type="checkbox"/>
<input type="checkbox"/>	Pediatric: Well newborn up to 18 years of age	<input type="checkbox"/>
<input type="checkbox"/>	Outpatient Services at a KD facility identified below. Privileges include performance of core privileges/procedures as appropriate to an outpatient setting.  ___ Dinuba ___ Exeter ___ Lindsay ___ Woodlake ___ Family Medicine Clinic ___ Dialysis Clinic ___ Hospice ___ Chronic Disease Management Center ___ Wound Care Center ___ Sequoia Cardiology Clinic ___ Neuroscience Center	<input type="checkbox"/>





Provider Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print

<b>ADVANCED INPATIENT PRIVILEGES</b>					
Initial FPPE is deemed to have been satisfied based on successful completion of a preceptorship at KDHCD within 6 months prior to the grant of clinical privileges					
Request	Procedure	Criteria	Renewal Criteria	FPPE	Approve
<input type="checkbox"/>	Bronchoscopy	20 procedures in the last 2 years	10 procedures in the last 2 years	Minimum of 5 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	Cerebral Spinal Fluid (CSF Shunt Tap)	2 in the last 2 years	1 in the last 2 years	2 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	<del>Contrast Echocardiography/ Bubble Study</del>	<del>5 in the last 2 years</del>	<del>5 in the last 2 years</del>	<del>2 concurrent</del>	<input type="checkbox"/>
<input type="checkbox"/>	Endotracheal tube placement	10 in the last 2 years	8 in the last 2 years	Minimum of 3	<input type="checkbox"/>
<input type="checkbox"/>	Insertion of Arterial Lines	5 in the last 2 years	5 in the last 2 years	2 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	Insertion of central venous access or dialysis catheters	5 in the last 2 years	5 in the last 2 years	Minimum of 2 - any site	<input type="checkbox"/>
<input type="checkbox"/>	Insertion of Chest Tubes	5 in the last 2 years	5 in the last 2 years	Minimum of 3	<input type="checkbox"/>
<input type="checkbox"/>	Laceration Repair – Complex and Layered	3 in the last 2 years	3 in the last 2 years	3 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	Lumbar Puncture	3 in the last 2 years	3 in the last 2 years	2 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	Paracentesis	5 in the last 2 years	5 in the last 2 years	5 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	Perform pharmacological and non-pharmacological stress tests	10 in the last 2 years	10 in the last 2 years	2 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	Placement of External Ventricular Drainage Device	3 in the last 2 years	3 the last 2 years	2 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	Placement of Intracranial Monitoring Devices	3 in the last 2 years	3 in the last 2 years	2 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	Removal of Intra-Aortic Balloon Pump	5 in the last 2 years	5 in the last 2 years	5 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	Removal of Intra-cardiac lines or temporary Epicardial Pacer Wires	2 in the last 2 years	2 in the last 2 years	2 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	Remove & reinsert PEG tube	3 in the last 2 years	3 in the last 2 years	2 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	Replacement of tracheostomy tubes >1 month since time of tracheostomy	5 in the last 2 years	5 in the last 2 years	5 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	Surgical Assistant ( <i>may not perform opening and/or closing surgical procedures at or below the fascia on a patient under anesthesia without the personal presence of a supervising physician and surgeon</i> ).	10 in the last 2 years	10 in the last 2 years	2 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	Thoracentesis	5 in the last 2 years	5 in the last 2 years	Minimum of 2	<input type="checkbox"/>
<input type="checkbox"/>	Tilt Table	5 in the last 2 years	5 in the last 2 years	2 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	Uncomplicated Ventilator Management	5 in the last 2 years	5 in the last 2 years	2 concurrent	<input type="checkbox"/>

Provider Name: \_\_\_\_\_ Date: \_\_\_\_\_  
*Please Print*

<b>ADVANCED OUTPATIENT PRIVILEGES</b>					
FPPE requirement waived if provider has successfully completed training (preceptorship) at KDHCD within the last 6 months					
Request	Procedure	Criteria	Renewal Criteria	FPPE	Approve
<input type="checkbox"/>	Colposcopy	Documentation of training and 10 procedures in the last 2 years.	10 procedures in the last 2 years.	A minimum of 1	<input type="checkbox"/>
<input type="checkbox"/>	Complex Wound Care (Wound debridement, application of skin substitutes, complicated management and wound biopsy) (Wound Care Center Only)	20 procedures in the last 2 years	20 procedures in the last 2 years	First 2 concurrent cases	<input type="checkbox"/>
<input type="checkbox"/>	Hospice: Rounding on home-bound patients enrolled in KDHCD Hospice Services	Initial Criteria for Core Privileges	20 patient contacts in the last 2 years.	2 concurrent or retrospective chart reviews.	<input type="checkbox"/>
<input type="checkbox"/>	Hyperbaric Oxygen Therapy Pre-requisite: Hyperbaric Course approved by the Undersea and Hyperbaric Medical Society (UHMS) or the American College of Hyperbaric Medicine (ACHM) (Wound Care Center Only)	Completion of 40 hour Hyperbaric Course <b>and</b> documentation of 20 cases in the last 2 years.	20 procedures <b>AND</b> documentation of 10 CME in wound care/hyperbaric medicine in the last 2 years	2 direct observation & 2 retrospective chart reviews	<input type="checkbox"/>
<input type="checkbox"/>	Nephrology: Changing dry weight, checking declots (Dialysis Centers Only)	Initial Criteria for Core Privileges	20 nephrology patient contacts in the last 2 years	2 concurrent or retrospective chart reviews.	<input type="checkbox"/>
<input type="checkbox"/>	OB Care: Prenatal and post-partum care	Documentation of training and 20 prenatal/post-partum cases in the last 2 years.	20 prenatal/ post-partum cases in the last 2 years.	2 concurrent or retrospective chart reviews.	<input type="checkbox"/>
<input type="checkbox"/>	OB ultrasonography: Evaluation of fetal presentation, number, confirmation of cardiac activity, position and placental placement	Completion of Basic Obstetric Ultrasound course in limited U/S and 10 in the last 2 years.	10 in the last 2 years.	3 concurrent and/or retrospective chart reviews	<input type="checkbox"/>
<input type="checkbox"/>	Paragard and Mirena IUD insertion/removal	Documentation of training and 10 procedures in the last 2 years	2 in the last 2 years.	A minimum of 1	<input type="checkbox"/>
<input type="checkbox"/>	Nexplanon insertion	Documentation of training and 10 procedures in the last 2 years	2 in the last 2 years.	A minimum of 1	<input type="checkbox"/>
<input type="checkbox"/>	Pelvic examinations, including pap smears	Documentation of training and 10 procedures in the last 2 years	2 in the last 2 years.	A minimum of 1	<input type="checkbox"/>
<input type="checkbox"/>	Endometrial Biopsy	Documentation of training and 10 procedures in the last 2 years	2 in the last 2 years.	A minimum of 1	<input type="checkbox"/>
<input type="checkbox"/>	Biopsy of the cervix	Documentation of training and 10 procedures in the last 2 years	2 in the last 2 years.	A minimum of 1	<input type="checkbox"/>
<input type="checkbox"/>	Perform pharmacological and non-pharmacological stress tests (Chronic Disease Management Center Only)	10 procedures in the last 2 years	10 in the last 2 years	2 concurrent	<input type="checkbox"/>
<input type="checkbox"/>	Radiation Oncology: Assist with simulations; high dose rate brachytherapy, intravenous radioactive therapy, oral radioactive administration and atronium beta-irradiation application	A minimum of 3-month training period with a radiation oncologist OR previous experience.	10 in the last 2 years	A minimum of 10 (including Core)	<input type="checkbox"/>



Provider Name: \_\_\_\_\_ Date: \_\_\_\_\_  
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**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.

\_\_\_\_\_  
*Advanced Practice Provider Signature* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Supervising/Collaborating Physician Signature* \_\_\_\_\_  
*Date*

**DEPARTMENT CHAIR SIGNATURE(S) :**

\_\_\_\_\_  
*Department of Cardiovascular Services* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Department of Critical Care, Pulmonary & Adult Hospitalist* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Department of Family Medicine* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Department of Internal Medicine* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Department of OB/GYN* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Department of Pediatrics* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Department of Psychiatry & Addiction Medicine* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Department of Radiology* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Department of Surgery* \_\_\_\_\_  
*Date*

Provider Name: \_\_\_\_\_ Date: \_\_\_\_\_  
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**CERTIFIED REGISTERED NURSE ANESTHETIST**

CERTIFIED REGISTERED NURSE ANESTHETIST				
Initial Criteria				
<p><b>Education:</b> Master of Registered Nursing Degree. Current licensure as an Advanced Nurse Practitioner in the state of California.</p> <p><b>Formal Training:</b> Successful completion of a nurse anesthesia educational program accredited by the AANA, CANAEP; Certification by the CCNA or recertification by the Council on Recertification; Current active licensure to practice professional nursing or advanced practice nursing in the nurse anesthetist category by the State of California Board of Nursing.</p> <p><b>Certifications:</b> ACLS or equivalent certification <b>AND</b> current certification by NBCRNA</p> <p><b>Clinical Experience:</b> Documentation of patient care for 250 patients in an acute care setting in the past two years OR certification within the last 12 months</p> <p><b>Renewal Criteria:</b> Documentation of patient care for 250 patients in the past 24 months <b>AND</b> Maintenance of current certification by NBCRNA <b>AND</b> ACLS or equivalent certification</p> <p><b>FPPE:</b> A minimum of Six (6) cases representative of privileges requested (3- Direct Observation; 3- Retrospective Review)</p>				
ADULT AND ADOLESCENT CORE PRIVILEGES				
Request	Procedure			Approve
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>• Performance of H&amp;P;</li> <li>• Assessment of, consultation for, and preparation of patients for anesthesia; Clinical management of cardiac &amp; pulmonary resuscitation;</li> <li>• Evaluation of respiratory function and application of respiratory therapy;</li> <li>• Monitoring and maintenance of normal physiology during the perioperative period;</li> <li>• Relief and prevention of pain during and following surgical, obstetrical, therapeutic, and diagnostic procedures using sedation/analgesia, general anesthesia, and regional anesthesia</li> <li>• Diagnosis and treatment of acute, chronic, and cancer-related pain</li> <li>• Ultrasound guided regional nerve blocks</li> <li>• Management of critically ill patients;</li> <li>• Treatment of patients for pain management (excluding chronic pain management)</li> <li>• Post anesthesia care and discharge</li> </ul>			<input type="checkbox"/>
OBSTETRIC CORE PRIVILEGES				
<p><b>Clinical Experience:</b> A minimum of 3 labor epidurals <b>AND</b> 3 spinals in the past two years</p> <p><b>Renewal Criteria:</b> A Minimum of 15 obstetric cases required in the past two years.</p> <p><b>FPPE:</b> A Minimum of 3 labor epidurals <b>AND</b> 3 spinals with direct observation</p>				
Request	Procedure			Approve
<input type="checkbox"/>	<ul style="list-style-type: none"> <li>• Performance of H&amp;P</li> <li>• All types of neuraxial analgesia (including epidural, spinal, combined spinal, and epidural analgesia) and different methods of maintaining analgesia such as bolus, continuous infusion, and patient-controlled epidural analgesia</li> <li>• Anesthetic management of both spontaneous and operative vaginal delivery, retained placenta, cervical dilation, and uterine curettage, as well as postpartum tubal ligation, cervical cerclage, and assisted reproductive endocrinology interventions</li> <li>• Consultation and management for pregnant patients requiring non-obstetric surgery</li> <li>• General anesthesia for cesarean deliver</li> </ul>			<input type="checkbox"/>
PEDIATRIC CORE PRIVILEGES				
<ul style="list-style-type: none"> <li>• Performance of H&amp;P</li> <li>• Consultation for medical and surgical patients</li> <li>• Interpretation of laboratory results</li> <li>• Management of normal perioperative fluid therapy and massive fluid and/or blood loss</li> <li>• Management of children requiring general anesthesia for elective and emergent surgery for a wide variety of surgical conditions, including neonatal surgical emergencies, and congenital disorders</li> <li>• Management of normal and abnormal airways</li> </ul>				
Request	Procedure	Initial Criteria	Renewal Criteria	Approve
<input type="checkbox"/>	<u>Patients under 5 years of age</u>	Pediatric subspecialty training or equivalent experience and current PALS certification and at least 10 pediatric procedures in the last 2 years	A Minimum of 25 pediatric cases required in the past two years <b>AND</b> maintenance of PALS certification.	<input type="checkbox"/>
<input type="checkbox"/>	<u>Patients 5 years and older</u>	<u>PALS certification and at least 10 pediatric procedures in the last 2 years</u>	<u>A Minimum of 5 pediatric cases required in the past two years <b>AND</b> maintenance of PALS certification.</u>	<input type="checkbox"/>



Provider Name: \_\_\_\_\_ Date: \_\_\_\_\_  
*Please Print*

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\_\_\_\_\_  
*Advanced Practice Provider Signature* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Department of Anesthesiology Chairman Signature* \_\_\_\_\_  
*Date*

**Privileges in Emergency Medicine**

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

*Please Print*

**EMERGENCY MEDICINE PRIVILEGES - INITIAL CRITERIA**

**Education: M.D. or D.O. and** successful completion of an ACGME or AOA accredited residency/fellowship in emergency medicine **AND** Current certification or active participation in the examination process leading to certification in Emergency Medicine by the ABEM or AOBEM, with certification obtained within 5 years of completion of residency. (Physicians on staff prior to 2015, not fulfilling the Emergency Board Certification requirement, are grandfathered in under their specialty Board Certification.)  
**OR** Physicians licensed in California and enrolled in the 3<sup>rd</sup> or last year of an ACGME accredited Residency Program can apply for privileges to work under the indirect supervision of a Board Certified physician. (*PGY3 or above may not moonlight at sites that are part of their training rotation, or supervise other learners*)

**Certifications:** ACLS, ATLS, and PALS or APLS. *Required ONLY for physicians not Board Certified or not actively participating in the examination process leading to certification by the ABEM or AOBEM in Emergency Medicine.*

**Current Initial Clinical Criteria:** A minimum of 1 year of continuous, full time experience in an emergency department, to include completion of the final year of residency training.

**FPPE Requirement:** Concurrent and/or retrospective review of the first 5 cases.

**Renewal Criteria:** Minimum of 600 hours in an Emergency Department required in the past two years

**CORE PRIVILEGES**

Request	Procedure	Approve
<input type="checkbox"/>	<p><b>Core Privileges include:</b></p> <ul style="list-style-type: none"> <li>Assess, work up and perform differential diagnosis by means of H&amp;P, medical decision making, laboratory and/or other studies, ECG's and diagnostic imaging;</li> <li>Provide services necessary to ameliorate minor illnesses or injuries; AND stabilizing treatment to patients who present with major illnesses or injuries and determine whether more definitive services are necessary.</li> <li>Administration of Procedural Sedation</li> </ul> <p><i>Privileges do not include admitting privileges, long-term care of patients on an inpatient basis, or the performance of scheduled elective procedures.</i></p>	<input type="checkbox"/>

**ADDITIONAL PRIVILEGES**

Request	Procedure	Initial Criteria	Renewal	FPPE	Approve
<input type="checkbox"/>	Emergency Ultrasound, <b>Basic-Core</b> applications; <del>which includes</del> Aorta, <u>Trans Thoracic Echocardiography</u> <del>Cardiac, Trans Thoracic, EFAST, DVT,</del> Pregnancy, Biliary, Urinary tract, Soft Tissue/ <u>Musculoskeletal, Bowel, and</u> Ocular <u>and procedural guidance</u>	1) Board Certified in Emergency Medicine <b>OR</b> board eligible and actively pursuing Certification 2) Completion of an ACGME/ AOA approved residency training program that included training specific to point of care ultrasound within the past 2 years; <b>OR</b> 3) Completion of a practice based program that meets ACEP recommendations for ultrasound interpretation.  If training was completed more than 2 years ago for (#2 or #3), documentation required for a minimum of <b>25</b> point of care ultrasound exams in the past 2 years <u>or a total of 150 ultrasounds if seeking global ultrasound privileges.</u>	Maintain EM Board Certification	<del>3-retrospective reviews via Q-Path-2</del> <u>reviewed exams per each application</u>  Not required for KDHCD EM Residency graduates within last 2 years.	<input type="checkbox"/>
<input type="checkbox"/>	Emergency Ultrasound, <b>Advanced</b> applications: (Check request) <del>E-DVT</del> <del>E-Endovaginal US for ovarian torsion/mass</del> <input type="checkbox"/> Scrotal US for torsion/flow/mass <input type="checkbox"/> Adnexal US for mass/flow/torsion <input type="checkbox"/> <del>Bowel US to include appendicitis, bowel obstruction, pyloric stenosis and diverticulitis</del> <u>Transcranial</u>	1) Board Certified in Emergency Medicine <b>OR</b> 2) Completion of an ACGME/ AOA approved residency training program that included training specific to point of care ultrasound <b>or</b> an EM Ultrasound Fellowship; <b>OR</b> 3) Completion of a practice based program that meets ACEP recommendations for ultrasound interpretation.  <b>AND</b> documentation of <b>25</b> successful procedures for each application requested.	5 procedures per application in 2 years	<del>3-retrospective reviews for each application via Q-Path-2</del> <u>Reviewed exams per each application</u>	<input type="checkbox"/>
<input type="checkbox"/>	Trans Esophageal Echo- <del>c</del> ardiography (TEE): Limited to <u>use during CPR or in intubated patients when TTE does not provide adequate views</u> <u>Patients undergoing CPR to evaluate for</u> <del>1) reversible causes (pericardial tamponade, pulmonary embolism, valve pathology)</del> <del>2) to visualize and confirm the location</del>	1) Completion of an ACGME or AOA approved residency training program that included training specific to TEE; <b>OR</b> 2) Credentialed in <u>Basic Emergency Ultra-Sound TTE and;</u> 3) Completion of 2 or more hours of TEE specific CME, <u>or didactics, or including</u> web based resources <u>i.e., <a href="http://pic.med.utoronto.ca/TEE/index.htm">http://pic.med.utoronto.ca/TEE/index.htm</a></u> AND 10	Minimum of 5 procedures in the past <del>24</del> <u>months 2 years</u>	<del>5-2</del> direct and/or over reads, at the discretion of the proctor.	<input type="checkbox"/>

	<del>and quality of CPR compressions and return of spontaneous circulation.</del>	TEE exams <del>including probe placement.</del> A maximum of 5 out of the 10 may be simulation			
<input type="checkbox"/>	Supervision of a technologist using fluoroscopy equipment	Current and valid CA Fluoroscopy supervisor and Operator Permit or a CA Radiology Supervisor and Operator Permit	Current and valid CA Fluoroscopy supervisor and Operator Permit or a CA Radiology Supervisor and Operator Permit	None.	<input type="checkbox"/>

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

Signature: \_\_\_\_\_ \_\_\_\_\_  
*Applicant* *Date*

\_\_\_\_\_ \_\_\_\_\_  
*Department of Emergency Medicine Chairperson's Signature* *Date*



# District Bylaws

## Article I The District and Its Mission

- Section 1** Kaweah Delta Health Care District is a community venture, operating under the authority granted through the California Health and Safety Code as a health care district. The purpose of the District is to provide quality health care within defined areas of expertise. It is the intent of the District that no person shall be denied emergency admission or emergency treatment based upon ability to pay. It is further the intent of the District that no person shall be denied admission or treatment based upon race, color, national origin, ethnic, economic, religious or age status or on the basis of sexual preference. The medical welfare of the community and its particular health needs will be fulfilled to the capacity of the District's financial limitations.
- Section 2** Kaweah Delta Health Care District operates under the authority of California Code for a health care district. {California Health & Safety Code – Division 23 – Hospital Districts – Sections 32000-32492} As such, Kaweah Delta Health Care District is publicly owned and operates as a non-profit entity.
- Section 3** As permitted by law, the District may, by resolution of the Board, conduct any election by all-mailed ballots pursuant to Division 4 (commencing with Section 4,000) of the California Elections Code.
- Section 4** The Mission of Kaweah Delta Health Care District is; Health is our passion. Excellence is our focus. Compassion is our promise. .
- Section 5** The Vision of Kaweah Delta Health Care District is; To be your world-class healthcare choice, for life.
- Section 6** The Pillars of Kaweah Delta Health Care District are:
1. Achieve outstanding community health
  2. Deliver excellent service
  3. Provide an ideal work environment
  4. Empower through education
  5. Maintain financial strength

**Section 7** The mission, vision, and pillars of the District support the safety and quality of care, treatment, and service {Joint Commission Standard LD.02.01.01}

**Section 8** The Code of Conduct of Kaweah Delta Health Care District is a commitment to ethical and legal business practices, integrity, accountability and excellence. The Code is a founding document of the Compliance Program, developed to express Kaweah Delta's understanding and obligation to comply with all applicable laws and regulations {Joint Commission Standard LD.04.01.01}

## **Article II The Governing Body**

**Section 1** The Governing Body of the Kaweah Delta Health Care District is a Board of Directors constituted by the five (5) publicly elected directors, who are elected by zone, each for four (4) year terms, with two (2) being elected on staggered terms and three (3) being elected two (2) years later on staggered terms. {Health and Safety Code 32100} The election of the directors is to conform with the applicable California Code. {Government Code 1780} This publicly elected Governing Body is responsible for the safety and quality of care, treatment, and services, establishes policy, promotes performance improvement, and provides for organizational management and planning {Joint Commission Standard LD.1.10}.

**Section 2** The Governing Body, in accordance with applicable California Code, adopts the Bylaws of the District.

**Section 3** The principal office of the District is located at Kaweah Delta Medical Center - Acequia Wing, Executive Offices, 400 West Mineral King Avenue, Visalia, CA 93291. Correspondence to the Board should be addressed to the Board of Directors at this address. The District also maintains a Web site at [www.kaweahdelta.org](http://www.kaweahdelta.org). All noticed meeting agendas and supporting materials for Board meetings and Board committee meetings can be obtained at [www.kaweahdelta.org/About-Us/Board-of-Directors](http://www.kaweahdelta.org/About-Us/Board-of-Directors).

**Section 4** The duties and the responsibilities of the Governing Body are:  
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:

- A. Quality Performance
- B. Financial Performance
- C. Planning Performance
- D. Management Performance

The Board accomplishes the above by adopting specific outcome targets to measure the organization's performance. To accomplish this, the Board must:

- 1) 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.

- 2) 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.
  - 3) Periodically review, discuss, and if necessary, amend the mission statement to ensure its relevance.
- A. 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 the organization's facilities or under Board sponsorship. To exercise this quality oversight responsibility, the Board must:
- 1) Understand and accept responsibility for the actions of all physicians, nurses, and other individuals who perform their duties in the organization's facilities.
  - 2) 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.
  - 3) Carefully review recommendations of the Medical Staff regarding new physicians who wish to practice in the organization and be familiar with the termination and fair hearing policies.
  - 4) Reappoint individuals to the Medical Staff using comparative outcome data to evaluate how they have performed since their last appointment.
  - 5) Appoint physicians to governing body committees and seek physician participation in the governance process to assist the Board in its patient quality-assessment responsibilities.
  - 6) Fully understand the Board's responsibilities and relationships with the Medical Staff and maintain effective mechanisms for communicating with them.
  - 7) 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.
  - 8) Adopt a Performance Improvement Plan and Risk Management Plan for the District and provide for resources and support systems to ensure that the plans can be carried out.
  - 9) Regularly receive and discuss data about the Medical Staff to assure that future staffing will be adequate in terms of ages, numbers, specialties, and other demographic characteristics.
  - 10) 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.
  - 11) Monitor programs and services to ensure that they comply with policies and standards relating to quality.

- 12) Take corrective action when appropriate and necessary to improve quality performance.
- B. FINANCIAL PERFORMANCE RESPONSIBILITIES - This Board has the ultimate responsibility for the financial soundness of the organization. To accomplish this the Board must:
- 1) Annually review and approve the overall financial plans, budgets {Joint Commission Standard LD.04.01.03}, 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:
  - 2) Approve an annual audited financial statement prepared by a major accounting firm and presented directly to the Board of Directors.
  - 3) Approve any specific expenditure in excess of \$75,000, which is not included in the annual budget
  - 4) Approve financial policies, plans, programs, and standards to ensure preservation and enhancement of the organization's assets and resources.
  - 5) Monitor actual performance against budget projections and review and adopt ethical financial policies and guidelines.
  - 6) Review major capital plans proposed for the organization and its subsidiaries.
  - 7) Approve all contracts, whether directly, or by authority delegated to a committee or to the Chief Executive Officer or his designee(s)
- C. 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:
- 1) Review and approve a comprehensive strategic plan and supportive policy statements.
  - 2) Develop long term capital expenditure plans as a part of its long range strategic planning.
  - 3) Determine whether or not the strategic plan is consistent with the mission statement.
  - 4) Assess the extent to which plans meet the strategic goals and objectives that have been previously approved.
  - 5) Periodically review, discuss, and amend the strategic plan to ensure its relevance for the community.
  - 6) Regularly review progress towards meeting goals in the plan to assess the degree to which the organization is meeting its mission.
  - 7) Annually 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.

- D. MANAGEMENT PERFORMANCE RESPONSIBILITIES - The Board is the final authority regarding oversight of management performance by our Chief Executive Officer, Compliance and Privacy Officer, and Director of Internal Audit and support staff. To exercise this authority, the Board must:
- 1) Oversee the recruitment, employment, and regular evaluations of the performance of the Chief Executive Officer, the Compliance and Privacy Officer, and the Director of Internal Audit.
  - 2) Evaluate the performance of the CEO annually using goals and objectives agreed upon with the CEO at the beginning of the evaluation cycle. Provide input to and have final approval of the annual evaluations of the Compliance and Privacy Officer, and the Director of Internal Audit.
  - 3) Communicate regularly with the CEO, the Compliance and Privacy Officer and the Director of Internal Audit regarding goals, expectations, and concerns.
  - 4) Periodically survey CEO, Compliance and Privacy Officer, and Director of Internal Audit employment arrangements at comparable organizations to assure the reasonableness and competitiveness of our compensation package.
  - 5) Periodically review management succession plans to ensure leadership continuity.
  - 6) Ensure the establishment of specific performance policies which provide the CEO, the Compliance and Privacy Officer, and the Director of Internal Audit with a clear understanding of what the Board expects, and ensure the update of these policies based on changing conditions.
- E. The Board is also responsible for managing its own governance affairs in an efficient and successful way. To fulfill this responsibility, the Board must:
- 1) Evaluate Board performance ~~bi~~-annually. Members of the governing body are elected by the public and, accordingly, are judged on their individual performance by the electorate.
  - 2) Maintain written conflict-of-interest policies that include guidelines for the resolution of existing or apparent conflicts of interest. {Board of Directors policy BOD.05 – Conflict of Interest}
  - 3) 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 {Board Of Directors policy BOD.06 – Board Reimbursement for Travel and Service Clubs} {Health and Safety Code 32103}
  - 4) Periodically review Board structure to assess appropriateness of size, diversity, committees, tenure, and turnover of officers and chairpersons.

- 5) Assure that each Board member understands and agrees to maintain confidentiality with regard to information discussed by the Board and its committees.
- 6) Assure that each Board member understands and agrees to adhere to the Brown Act ensuring that Board actions be taken openly, as required, and that deliberations be conducted openly, as required.
- 7) Adopt, amend, and if necessary repeal the articles and bylaws of the organization.
- 8) 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.
- 9) Review the District's Mission, Vision & Pillar statements every two years.

**Section 5** The Board of Directors of the Kaweah Delta Health Care District shall hold regular meetings at a meeting place on the premises of the Kaweah Delta Health Care District on the fourth Monday of each month, as determined by the Board of Directors each month. {Health and Safety Code 32104}

The Board of Directors of the Kaweah Delta Health Care District may hold a special meeting of the Board of Directors as called by the President of the Board or in his/her absence the Vice President. In the absence of these officers of the Board a special meeting may be called by a majority of the members of the Board. A special meeting requires a 24-hour notice before the time of the meeting {Government Code 54956}.

Meetings of the Board of Directors shall be noticed and held in compliance with the applicable California Code for Health Care Districts. {The Ralph M. Brown Act - Government Code 54950}

Sections 32100.2 and 32106 of the Health and Safety Code of the State of California, as amended, indicate the attendance and quorum requirements for members of the Board of Directors of any health care district in the State of California. For general business the Board may operate under the rules of a small committee, however, upon the request of any member of the Governing Body immediate implementation of the Standard Code of Parliamentary Procedure (Roberts Rules of Order) shall be adopted for the procedure of that meeting.

**Section 6** The President of the Board of Directors shall appoint the committees of the Board and shall appoint the Chairperson and designate the term of office in a consistent and systematic approach. All committees of the Governing Body shall have no more than two (2) members of the Governing Body upon the committee and both Board members shall be present prior to the Board committee meeting being called to order. All committees of the Governing Body shall serve as extensions of the Governing Body and report back to the Governing Body for action. Minutes of all committee meetings shall be

distributed to all members of the Governing Body in such fashion that discussion and recommendations to the Governing Body are clearly presented.

The President of the Board of Directors may appoint, with concurrence of the Board of Directors, any special committees needed to perform special tasks and functions for the District.

Any special committee shall limit its activities to the task for which it was appointed, and shall have no power to act, except as specifically conferred by action of the Board of Directors.

The Chief of Staff shall be notified and shall facilitate Medical Staff participation in any Governing Board Committee that deliberates the discharge of Medical Staff responsibility.

The standing committees of the Governing Body are:

**A. Audit and Compliance Committee**

The membership of this committee shall consist of two (2) Board members (the Board President or Secretary/Treasurer shall be a standing member of this committee), the Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), the Director of Internal Auditor, Compliance and Privacy Officer, Compliance Specialist, legal counsel, and any other members designated by the Board President. The Committee will engage an outside auditor, meet with them pre audit and post audit, and review the audit log of the internal auditor. The Committee will examine and report on the manner in which management ensures and monitors the adequacy of the nature, extent and effectiveness of compliance, accounting and internal control systems. The Committee shall oversee the work of those involved in the financial reporting process including the internal auditors and the outside auditors, to endorse the processes and safeguards employed by each. The Committee will encourage procedures and practices that promote accountability among management, ensuring that it properly develops and adheres to a compliant and sound system of internal controls, that the internal auditor objectively assesses management's accounting practices and internal controls, and that the outside auditors, through their own review, assess management and the internal auditor's practices. This committee shall supervise all of the compliance activities of the District, ensuring that Compliance and Internal Audit departments effectively facilitate the prevention, detection and correction of violations of law, regulations, and/or District policies. The Compliance and Privacy Officer will review and forward to the full Board a written Quarterly Compliance Report.

This committee, on behalf of the Board of Directors, shall be responsible for overseeing the recruitment, employment, evaluation and dismissal of the Compliance and Privacy Officer and the Director of Internal Audit. These responsibilities shall be performed primarily by the CEO and/or the CEO's designees, but final decisions on such matters shall rest with this committee, acting on behalf of the full Board.



**B. Human Resources**

The membership of this committee shall consist of two (2) Board members, the Chief Executive Officer (CEO), the Vice President of Human Resources, the Chief Nursing Officer (CNO) and any other members designated by the Board President. This committee shall review and approve all personnel policies. This committee shall annually review and recommend changes to the Salary and Benefits Program, the Safety Program and the Workers' Compensation Program. This committee will annually review the workers compensation report, competency report & organizational development report.

**C. Finance / Property, Services & Acquisition Committee**

The membership of this committee shall consist of two (2) Board members - (the Board President or Secretary/Treasurer will be a standing member of this committee), the Chief Executive Officer (CEO), the Chief Financial Officer (CFO), the Chief Operations Officer (COO), VP Strategic Planning and Business Development, the Facilities Planning Director, and any other members designated by the Board President.

This committee will oversee the financial health of the District through careful planning, allocation and management of the District's financial resources and performance. To oversee the construction, improvement, and maintenance of District property as well as the acquisition and sale of property which is essential for the Health Care District to carry out its mission of providing high-quality, customer-oriented, and financially-strong healthcare services.

**1. Community-Based Planning Committee**

The membership of this sub-committee shall consist of two (2) Board members {Board President or Secretary/Treasurer shall be a standing member of this committee}, CEO, Facilities Planning Director and any other members designated by the Board President as they deem appropriate to the topic(s) being considered: community leaders including but not limited to City leadership, Visalia Unified School District (VUSD) leadership, College Of the Sequoias leadership, County Board of Supervisors, etc.

The membership of this sub-committee shall meet with other community representatives to develop appropriate mechanisms to provide for efficient implementation of current and future planning of District facilities and services and to achieve mutual goals and objectives.

**D. Governance & Legislative Affairs Committee**

The membership of this committee shall consist of two (2) Board members {the Board President or the Board Secretary/Treasurer}, the CEO and any other members designated by the Board President. Committee activities will include; reviewing Board committee structure,

calendar, bylaws and, planning the bi-annual Board self-evaluation, and monitor conflict of interest. Legislative activities will include; establishing the legislative program scope & direction for the District, annually review appropriation request to be submitted by the District, effectively communicating and maintaining collegial relationships with local, state, and nationally elected officials.

**E. Information Systems Steering Committee**

The membership of this committee shall consist of two (2) Board members, the CEO, CFO, COO, CNO, CMO, the Chief Information Officer (CIO), the Medical Director of Informatics, and any other members designated by the Board President. This committee shall supervise the Information Systems projects of the District.

**F. Marketing and Public Affairs Committee**

The membership of this committee shall consist of two (2) Board members and the CEO, the VP of Strategic Planning and Business Development, the Marketing Director, and any other members designated by the Board President.

This committee shall oversee marketing and public affairs activities in the District in order to increase the primary and secondary market share in all service areas. Additionally, create a brand that builds preference for Kaweah Delta in the minds of consumers and creates a public image that instills trust, confidence, and is emblematic of Kaweah Delta's mission statement. Further develops and fosters a positive perception that will attract the highest caliber of employees and medical staff.

**G. Quality Council**

The membership of this committee shall consist of two (2) Board members, the CEO or designate, the CMO, CNO, , the Chief of the Medical Staff, the chair of the Professional Staff Quality Committee (Prostaff), the Medical Directors of Quality and Patient Safety, Director of Quality and Patient Safety, Director of Risk Management, and members of the Medical Staff as designated by the Board.

This committee shall review and recommend approval of the annual Quality Improvement (QI) plan and Patient Safety plans to the Board of Directors, determine priorities for improvement, monitor key outcomes related to Quality Focus Team activities, evaluate clinical quality, patient safety, and patient satisfaction, monitor and review risk management activities and outcomes, evaluate the effectiveness of the performance improvement program, foster commitment and collaboration between the District and Medical Staff for continuous improvement, and review all relevant matters related to Quality within the institution, including Performance Improvement, Peer Review, Credentialing/Privileging and Risk Management..

**H. Strategic Planning Committee**

The membership of this committee shall consist of two (2) Board members, the CEO, VP of Strategic Planning and Business Development,

other Executive Team members, Medical Staff Officers, Immediate past Chief of Staff along with other members of the Medical Staff as designated by the Board and the CEO.

This committee shall review the budget plan, review the strategic plan and organize objectives, review changes or additions to service lines ~~and plan MD / Board retreat.~~

The Strategic Planning Committee will provide oversight and forward to the full Board the following reports:

1. Review of the Strategic Plan Annually
2. Strategic Plan initiatives progress and follow-up bi-monthly to full Board.

**I. Independent Committees**

The following independent committees ~~will~~ may have Board member participation.

1. Quail Park
2. Sequoia Surgery Center
3. Sequoia Regional Cancer Center – Medical & Radiation
4. KDHCD Retirement Committee
5. Kaweah Delta Hospital Foundation Board of Directors
6. TKC Development, LLC – The Board President shall serve as General Manager for TKC Development, LLC.
7. Medical Staff Organization’s Graduate Medical Education Committee (GMEC)
8. Cypress Company LLC
9. Kaweah Delta Medical Foundation
10. Sequoia Integrated Health Board of Managers

**J. Medical Affairs**

- 1) A member of the Board, as appointed by the President, shall also serve on the following Medical Staff Committees:
  - a) Joint Conference & Planning Committee - This committee shall regularly meet to discuss current issues/concerns with Medical Staff, Board, and Administration.
  - b) Credentials Committee - The Board shall participate in this committee to observe the Medical Staff process.

**Section 7**

The Governing Body Bylaws:

The Governing Body Bylaws and any changes thereto may be adopted at any regular or special meeting by a legally constituted quorum of the Governing Body. All portions of Governing Body Bylaws must be in compliance with applicable California Code, which is the ruling authority.

Any member of the Governing Body may request a review for possible revision of the Bylaws of the District.

The Chief Executive Officer and the Governing Body shall review the Bylaws and recommend appropriate changes every year.

**Section 8** Members of the Governing Body shall annually sign a job description which outlines the duties and responsibilities of the Governing Body members including but not limited to adherence to the Board conflict of interest policy {Board of Directors policy - BOD5 – Conflict of Interest}, District confidentiality, and the Brown Act.

**Section 9** Members of the Governing Body are publicly elected. The members of the Governing Body are expected to participate actively in the functions of the Governing Body and its committees and to serve the constituency who elected them. Notwithstanding any other provision of law, the term of any member of the board of directors shall expire if he or she is absent from three consecutive regular meetings, or from three of any five consecutive meetings of the board and the board by resolution declares that a vacancy exists on the board {Health and Safety Code 32100.2}.

**Section 10** The Chief Executive Officer shall provide an orientation program to all newly elected members of the Governing Body. {Board of Directors policy – BOD1 – Orientation of a New Board Member} All members of the Board of Directors shall be provided with current copies of the District Bylaws and the Medical Staff Bylaws and any revisions of these Bylaws.

**Section 11** All members of the Governing Body shall be provided with a copy of the Bylaws which govern the Board of Directors, a job description for the District Governing Body and the Board President or Individual Board Member as applicable.

### **Article III Officers of the Board**

**Section 1** The offices of President, Vice President, and Secretary/Treasurer shall be selected at the first regular meeting in December of a non-election year of the District. To hold the office of President, Vice President, or Secretary/Treasurer, a Board member must have at least one year of service on the Board of Directors. These officers shall hold office for a period of two (2) years or until the successors have been duly elected (or in the case of an unfulfilled term, appointed) and qualified. The officer positions shall be by election of the Board itself.

**Section 2** The duties and responsibilities of the Governing Body President are:

- A. Keep the mission of the organization at the forefront and articulates it as the basis for all Board action.
- B. Understand and communicate the roles and functions of the Board, committees, Medical Staff, and management.
- C. Understand and communicate individual Board member, Board leader, and committee chair responsibilities and accountability.
- D. Act as a liaison between the Board, management, and Medical Staff.

- E. Plan agendas.
- F. Preside over the meetings of the Board.
- G. Preside over or attend other Board, Medical Staff, and other organization meetings.
- H. Enforce Board and hospital bylaws, rules, and regulations (such as conflict of interest and confidentiality policies).
- I. Appoint Board committee chairs and members in a consistent and systematic approach.
- J. Act as a liaison between and among other Boards in the healthcare system.
- K. Direct the committees of the Board, ensuring that the committee work plans flow from and support the hospital and Board goals, objectives, and work plans.
- L. Provide orientation for new Board members and arrange continuing education for the Board.
- M. Ensure effective Board self-evaluation.
- N. Build cohesion among the leadership team of the Board President, CEO, and Medical Staff leaders.
- O. Lead the CEO performance objective and evaluation process.

**Section 3** The duties and responsibilities of the Governing Body Vice President are:

- A. The Vice President shall act as President in the absence of the President or the Secretary/Treasurer in the absence of the Secretary/Treasurer, and so acting shall have all the responsibility and authority of that position.

**Section 4** The Secretary/Treasurer shall act as the Secretary for the Board of Directors of Kaweah Delta Health Care District and in so doing shall:

- A. maintain minutes of all meetings of the Board of Directors;
- B. be responsible for the custody of all records and for maintaining records of the meetings;
- C. be assured that an agenda is prepared for all meetings.

**Section 5** The Secretary/Treasurer shall be custodian of all funds of Kaweah Delta Health Care District as well as the health care facilities operated by the District. The Secretary/Treasurer shall assure that administration is using proper accounting systems; that this is a true and accurate accounting of the transactions of the District; that these transactions are recorded and accurate reports are regularly reported to the Board of Directors. The Secretary/Treasurer in conjunction with the Board Audit and Compliance Committee shall see that a major accounting firm provides ongoing overview and scrutiny of the fiscal aspects of the District,

and shall further assure that an annual audit is prepared by a major accounting firm and presented directly to the Board of Directors.

#### **Article IV The Medical Staff**

**Section 1** The Governing Body shall appoint the Medical Staff composed of licensed physicians, surgeons, dentists, podiatrists, clinical psychologists, and all Allied Health Practitioners (including Physician Assistants, Nurse Practitioners and Nurse Midwives) duly licensed by the State of California {Health and Safety Code of the State of California, Section 32128}. The Governing Body, upon consideration of the recommendations of the Medical Staff coming from the Medical Executive Committee, through the Credentials Committee, affirms or denies appointment and privileges to the Medical Staff of Kaweah Delta Health Care District in accordance with the procedure for appointment and reappointment of medical staff as provided by the standards of the Joint Commission on Accreditation of Healthcare Organizations {Joint Commission Standard MS.01.01.01}. The Board of Directors shall reappoint members to the Medical Staff every two (2) years, as set forth in the Medical Staff Bylaws. The Governing Body requires that an organized Medical Staff is established within the District and that the Medical Staff submits their Bylaws, Rules and Regulations and any changes thereto, to the Governing Body for approval.

**Section 2** Members of the Medical Staff are eligible to run in public election for membership on the Governing Body in the same manner as other individuals.

**Section 3** All public meetings of the Governing Body may be attended by members of the Medical Staff. The Chief of Staff of Kaweah Delta Health Care District shall be notified and invited to each regular monthly meeting of the Governing Body and the Chief of Staff's input shall be solicited with respect to matters affecting the Medical Staff.

**Section 4** The Chief of Staff of Kaweah Delta Health Care District shall be invited to all meetings of the Governing Body at which credentialing decisions are made concerning any member of the Medical Staff of Kaweah Delta Hospital or at which quality assurance reports are given concerning the provision of patient care at Kaweah Delta Hospital. Quality assurance reports shall be made to the Board periodically. Credentialing decisions shall be scheduled on an as-needed basis. The Chief of Staff shall be encouraged to advise the Board on the content and the quality of the presentations, and to make recommendations concerning policies and procedures, the improvement of patient care and/or the provision of new services by the District.

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 as noted in Article II, Section 4, Item C7.

**Section 5**     **The District has an organized Medical Staff that is accountable to the Governing Body {Joint Commission Standard LD.01.05.01}.** The organized Medical Staff Executive Committee shall make recommendations directly to the Governing Body for its approval. Such recommendations shall pertain to the following:

- A. the structure of the Medical Staff;
- B. the mechanism used to review credentials and delineate clinical privileges;
- C. individual Medical Staff membership;
- D. specific clinical privileges for each eligible individual;
- E. the organization of the performance improvement activities of the Medical Staff as well as the mechanism used to conduct, evaluate, and revise such activities;
- F. the mechanism by which membership on the Medical Staff may be terminated;
- G. the mechanism for fair hearing procedures.

**Section 6**     The Governing Body shall act upon recommendations concerning Medical Staff appointments, re-appointments, termination of appointments, and the granting or revision of clinical privileges within 120 days following the regular monthly meeting of the Governing Body at which the recommendations are presented through the Executive Committee of the organized Medical Staff.

**Section 7**     The Governing Body requires that only a member of the organized Medical Staff with admitting privileges at Kaweah Delta Hospital may admit a patient to Kaweah Delta Hospital and that such individuals may practice only within the scope of the privileges granted by the Governing Body and that each patient's general medical condition is the responsibility of a qualified physician of the Medical Staff.

**Section 8**     The Governing Body requires that members of the organized Medical Staff and all Allied Health Practitioners (including Physician Assistants, Nurse Practitioners and Nurse Midwives) maintain current professional liability insurance with approved carriers and in the amounts of \$1,000,000/\$3,000,000 (per occurrence / annual aggregate) or such other amounts as may be established by the Governing Body by resolution.

**Section 9**     The Governing Body holds the Medical Staff responsible for the development, adoption, and annual review of its own Medical Staff Bylaws, Rules and Regulations that are consistent with the District policy, applicable codes, and other regulatory requirements. Neither the Medical Staff nor The Governing Body may make unilateral amendments to the Medical Staff Bylaws or the Medical Staff Rules and Regulations.

The Medical Staff Bylaws and the Rules and Regulations adopted by the Medical Staff, and any amendments thereto, are subject to, and effective upon, approval of the Governing Body, such approval not to be unreasonably withheld.



**Section 10** The Medical Staff is responsible for establishing the mechanism for the selection of the Medical Staff Officers, Medical Staff Department Chairpersons, and Medical Staff Committee Chairpersons.

This mechanism will be included in the Medical Staff Bylaws.

**Section 11** The Governing Body requires the Medical Staff and the Management to review and revise all department policies and procedures as often as needed. Such policies and procedures must be reviewed at least every three (3) years.

In adherence with Title 22, {70203} Policies relative to medical service {those preventative, diagnostic and therapeutic measures performed by or at the request of members of the organized medical staff} shall be approved by the governing body as recommended by the Medical Staff.

In adherence with Title 22, {70213} Nursing Service Policies for patient care shall be developed, maintained and implemented by nursing services; policies which involve the Medical Staff shall be reviewed and approved by the Medical Staff prior to implementation. The hospital administration and the governing body shall review and approve all policies that relate to nursing services every three years or more often, if necessary.

**Section 12** Individuals who provide patient care services (other than District staff members), but who are not subject to the Medical Staff privilege delineation process, shall submit their credentials to the Interdisciplinary Practice Committee of the Medical Staff which shall, via the Executive Committee, transmit its recommendations to the Governing Body for approval or disapproval.

**Section 13** The quality of patient care services provided by individuals who are not subject to Medical Staff privilege delineation process, shall be included as a portion of the District's Performance Improvement program.

**Section 14** The Governing Body specifies that under the privacy regulations of the Health Insurance Portability and Accountability Act (HIPAA), the Medical Staff and the District are in an Organized Health Care Arrangement (OHCA). The OHCA is a clinically integrated care setting in which individuals receive health care from more than one provider and the providers hold themselves out to the public as participating in a joint arrangement. The Medical Staff is in an OHCA with the District for care provided at District facilities. This joint arrangement is disclosed to the patients in the Notice of Privacy Practices given to patients when they access care at any of the District's facilities.

## **Article V Joint Committees**

**Section 1** The President of the Governing Body or a member of the Board appointed by the President shall participate, along with the Chief Executive Officer, in the Joint Conference Committee, which is a committee of the Medical Staff of Kaweah Delta Health Care District. This committee shall serve as a systematic mechanism for communication between members of the Governing Body, the Administration, and members of the Medical Staff of Kaweah Delta Health Care

District. Specifically, issues which relate to quality of patient care shall be regularly addressed. Additionally, other matters of communication which are of importance to maintaining a sound working relationship between the Governing Body and the Medical Staff shall be discussed. These meetings shall be held at a minimum of every other month and minutes, if any, shall be kept by the organized Medical Staff under the direction of its President. The proceedings and records of this committee are protected by Section 1157 of the evidence Code.

## **Article VI Chief Executive Officer**

- Section 1** The Governing Body shall be solely responsible for appointment or dismissal of the Chief Executive Officer. {Board of Directors policy – BOD2 – Chief Executive Officer (CEO) Transition}
- Section 2** The Governing Body shall assure that the Chief Executive Officer is qualified for his responsibilities through education and/or experience {Board of Directors policy – BOD3 – Chief Executive Officer (CEO) Criteria}.
- Section 3** The Chief Executive Officer shall act on behalf of the Governing Body in the overall management of the District.
- Section 4** In the absence of the Chief Executive Officer, a Vice President designated by the Chief Executive Officer or by the President of the Governing Body shall assume the responsibilities of this position. The Governing Body retains final authority to name the person to act during the absence or incapacity of the Chief Executive Officer.
- Section 5** Annually the Governing Body shall meet in Executive session to monitor the performance of the Chief Executive Officer. The conclusions and recommendations from this performance evaluation will be transmitted to the Chief Executive Officer by the Governing Body.
- Section 6** The Chief Executive Officer shall select, employ, control, and have authority to discharge any employee of the District other than any individual with the title or equivalent function of Senior Vice President, Vice President, Compliance and Privacy Officer, Director of Internal Audit, or Board Clerk. Employment of new personnel shall be subject to budget authorization granted by the Board of Directors of Kaweah Delta Health Care District.
- Section 7** The Chief Executive Officer shall organize, and have the authority to reorganize the administrative structure of the District, below the level of CEO, subject to the limitations set forth in in Section 6 above. The District’s organizational chart shall reflect that the Compliance and Privacy Officer, and the Director of Internal Audit have direct, solid-line reporting relationships to the Board (functional) and to the CEO (administrative).

- Section 8** The Chief Executive Officer shall report to the Board at regular and special meetings all significant items of business of Kaweah Delta Health Care District and make recommendations concerning the disposition thereof. The Chief Executive Officer shall, directly and through the District's Vice Presidents, keep the Compliance and Privacy Officer, and the Director of Internal Audit well-informed of District operations and shall promptly inform them of any matter that may expose the District to a material legal, regulatory or financial liability.
- Section 9** The Chief Executive Officer shall submit regularly, in cooperation with the appropriate committee of the Board, periodic reports that may be required by the Board.
- Section 10** The Chief Executive Officer shall attend all meetings of the Board when possible and shall attend meetings of the various committees of the Board when so requested by the committee chairperson.
- Section 11** The Chief Executive Officer shall serve as a liaison between the Board and the Medical Staff of Kaweah Delta Hospital. The Chief Executive Officer shall cooperate with the Medical Staff and secure like cooperation on the part of all concerned with rendering professional service to the end that patients may receive the best possible care.
- Section 12** The Chief Executive Officer shall make recommendations concerning the purchase of equipment and supplies and the provision of services by the District, considering the existing and developing needs of the community and the availability of financial and medical resources.
- Section 13** The Chief Executive Officer shall keep abreast and be informed of new developments in the medical and administrative areas of hospital administration.
- Section 14** The Chief Executive Officer shall oversee the District's physical plants and ground and keep them in a good state of repair, conferring with the appropriate committee of the Board in major matters, but carrying out routine repairs and maintenance without such consultation.
- Section 15** The Chief Executive Officer shall supervise all business affairs such as the records of financial transactions, collections of accounts and purchase and issuance of supplies, and be certain that all funds are collected and expended to the best possible advantage.
- Section 16** The Chief Executive Officer shall supervise the preservation of the permanent medical records of the District and act as overall custodian of these records.
- Section 17** The Chief Executive Officer shall keep abreast of changes in applicable laws and regulations and shall insure that a District compliance program, appropriate educational programs, and organizational memberships are in place to carry out this responsibility.
- Section 18** The Chief Executive Officer shall be responsible for assuring the organization's compliance with applicable licensure requirements, laws, rules, and regulations, and for promptly acting upon any reports and/or recommendations from authorized agencies, as applicable.

- Section 19** The Chief Executive Officer will ensure that the business of the Health Care District is conducted openly and transparently, as required by law.
- Section 20** The Chief Executive Officer will oversee the activities of the Health Care District’s community relations committees to ensure meaningful participation of community members and communication of the input and recommendation from the committee to the Board and to KDHCD management.
- Section 21** The Chief Executive Officer shall perform any special duties assigned or delegated to him by the Board.

**Article VII The Health Care District Guild**

- Section 1** The Governing Body recognizes the Kaweah Delta Health Care District Guild in support of the staff and patients of the District.
- Section 2** The Chief Executive Officer is charged with effecting proper integration of the health care district Guild within the framework of the District organization.
- Section 3** The President of the Guild is encouraged to attend the meetings of the Board of Directors.

**Article VIII Performance Improvement (PI)**

- Section 1** The Governing Body requires that the Medical Staff and the District staff implement and report on the activities and mechanisms for monitoring and evaluating the quality of patient care, for identifying and resolving problems, and for identifying opportunities to improve patient care within the District.
- Section 2** The Governing Body, through the Chief Executive Officer, shall support these activities and mechanisms.
- Section 3** 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.
- Section 4** The Governing Body requires that a complete and accurate medical record shall be prepared and maintained for each patient; that the medical record of the patient shall be the basis for the review and analysis of quality of care. The Governing Body holds the organized Medical Staff of the health care district responsible for self-governance with respect to the professional work performed in the hospital and for periodic meetings of the Medical Staff to review and analyze at regular intervals their clinical experience. Results of such review will be reported to the Governing body at specific intervals defined by the Board.
- Section 5** The quality assurance mechanisms within any of the District’s facilities shall provide for monitoring of patient care processes to assure that patients with the same health problem are receiving the same level of care within the District.

## Article IX Conflict of Interest

- Section 1** The Administration Policy Manual of Kaweah Delta Health Care District and the Board of Directors Policy Manual has a written Conflict of Interest Policy {Administrative Policy AP23 and Board of Directors Policy BOD5} which requires the completion and filing of a Conflict of Interest Statement disclosing financial interests that may be materially affected by official actions and provides that designated staff members must disqualify themselves from acting in their official capacity when necessary in order to avoid a conflict of interest. The requirements of this policy are additional to the provisions of Government Code §87100 and other laws pertaining to conflict of interest; and nothing herein is intended to modify or abridge the provisions of the policies of Kaweah Delta Health Care District which apply to:
- A. members of the Governing Body,
  - B. the executive staff of the District,
  - C. employees who hold designated positions identified in Exhibit "A" of the District Conflict of Interest Code.
- Section 2** Each member of the Governing Body, specified executives, and designated employees must file an annual Conflict of Interest Statement as required by California Code.
- Section 3** The Board shall assess the adequacy of its conflict-of-interest/confidentiality policies and procedures {Board Of Directors Policy - BOD5 - and Administrative Policy 23 – Conflict of Interest} at least every two years.

## Article X Indemnification of Directors, Officers, and Employees

- Section 1** Actions other than by the District. The District shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of the District to procure a judgment in its favor) by reason of the fact that such person is or was a director, officer or employee of the District, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if that person acted in good faith and in a manner that the person reasonably believed to be in the best interest of the District and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful. The termination by any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in the manner that the person reasonably believed to be in the best interests of the District person's conduct was unlawful.
- Section 2** Actions by the District. The District shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action by or in the right of the District to

procure a judgment in its favor by reason of the fact that such person is or was a director, officer, or employee of the District, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of that action, if such person acted in good faith, in a manner such person believed to be in the best interest of the District and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under a similar circumstance.

No indemnification shall be made under this Section:

- A. with respect to any claim, issue or matter as to which such person has been adjudged to be liable to the District in their performance of such person's duty to the District, unless and only to the extent that the court in which that proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;
- B. of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval;
- C. of expenses incurred in defending a threatened or pending action that is settled or otherwise disposed of without court approval.

**Section 3** Successful defense by director, officer, or employee. To the extent that a director, officer or employee of the District has been successful on the merits in defense of any proceeding referred to in Section 1 or Section 2 of this Article X, or in defense of any claim, issue or matter therein, the director, officer or employee shall be indemnified as against expenses actually and reasonably incurred by that person in connection therewith.

**Section 4** Required approval. Except as provided in Section 3 of this Article, any indemnification under this Article shall be made by the District only if authorized in the specific case, upon a determination that indemnification of the officer, director or employee is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 2 and 3 of this Article X, by one of the following:

- A. a majority vote of a quorum consisting of directors who are not parties to the proceeding; or
- B. the court in which the proceeding is or was pending, on application made by the District or the officer, director or employee, or the attorney or other person rendering services in connection with the defense, whether or not such other person is opposed by the District.

**Section 5** Advance of expenses. Expenses incurred in defending any proceeding may be advanced by the District before the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the officer, director or employee to repay the amount of the advance unless it shall be determined ultimately that the officer, director or employee is entitled to be indemnified as authorized in this Article.

**Section 6** Other contractual rights. Nothing contained in this Article shall affect any right to indemnification to which persons other than directors and officers of this District may be entitled by contract or otherwise.

**Section 7** Limitations. No indemnification or advance shall be made under this Article except as provided in Section 3 or Section 4, in any circumstance where it appears:

- A. that it would be inconsistent with the provision of the Articles, a resolution of the Board, or an agreement in effect at the time of accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- B. that it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

**Section 8** Insurance. If so desired by the Board of Directors, the District may purchase and maintain insurance on behalf of any officer, director, employee or agent of the corporation, insuring against any liability asserted against or incurred by the director, officer, employee or agent in that capacity or arising out of the person's status as such, whether or not the District would have the power to indemnify the person against that liability under the provisions of this Article.

If any article, section, sub-section, paragraph, sentence, clause or phrase of these District Bylaws is for any reason held to be in conflict with the provisions of the Health and Safety Code of the State of California, such conflict shall not affect the validity of the remaining portion of these Bylaws.

These Bylaws for Kaweah Delta Health Care District are adopted, as amended, this ~~25<sup>th</sup>~~ <sup>18<sup>th</sup></sup> day of ~~March~~December, 2019.

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President  
Kaweah Delta Health Care District

Secretary/Treasurer  
Kaweah Delta Health Care District



**KAWEAH DELTA HEALTH CARE DISTRICT**

**MEMO**

**To:** District Board Members  
**From:** Deborah Volosin  
**Subject:** Community Engagement Initiative Quarterly Report  
**Date:** December 9, 2019

*In the fall of 2017, Kaweah Delta introduced the Community Engagement Initiative in an effort to improve the community's perception of Kaweah Delta Health Care District. The initiative is concentrating efforts to improve transparency and communication, and allowing the community regular opportunities to provide input and recommendations into important strategic initiatives.*

A brief summary and update of each committee/group's activities this quarter are outlined below:

The mission of the **Hospital of the Future Committee**, chaired by Gary Herbst with Doug Leeper as back-up chair, is to work with Kaweah Delta to create a facility plan to meet the area's future healthcare facilities and technology needs.

This quarter this committee received a presentation from Gary Hicks on financing options of future capital projects and reviewed the status of the master facilities planning progress.

**Members:**

Allen, David	Grove, Jody	Robinson, Bill
Ayala, David	Kitchen, Bill (Co-Chair)	Sanders, Steve
Becerra, Carmen	Knudsen, Jon	Seals, Matt
Boykin, Myra	McDonnell, Josh	Shannon, JR
Cairns, Carol	Mendoza, Samantha (Co-Chair)	Vasquez, Jason
Caviglia, Aaron	Reigns, Rachel	Vawter, Chad
Conley, Cindy	Ritter, Donn	

The mission of the **Community Relations Committee** is to enhance local partnerships and build better public relations with a goal of incorporating community views into Kaweah Delta's planning and communications.

This quarter Marc Mertz, Kaweah Delta's Vice President of Strategic Planning and Development, joined Dianne Cox as the executive co-chair of this committee. Two new members, Edgar Monroy and Larry Kast, were added to this committee. Community Relations spent time reviewing Kaweah Delta's responses to both print and social media articles and Kaweah's responses. They also discussed and gave feedback on the rebranding effort and the master planning update.

**Members:**

Cast, Larry	Jones, Rebekah	Sanchez, Daryl
Croft, Bob (Co-Chair)	Kaur, Joti (Co-Chair)	Sullivan, Tommy
De La Vega Cardoso, Marisol	Lambert-Mackey, Allison	Wynn, Liz
Hays, Kathy	Monroy, Edgar	
Hurlbutt, Jim	Olmos, Mike	

The mission of the **Healthcare for Today and Tomorrow Committee**, chaired by Tom Rayner with Regina Sawyer as back-up chair, is to work with Kaweah Delta to review current healthcare services available in the community and to provide input and recommendations for future healthcare services to meet community needs.

This committee's sub-committee recommendations on Preventative Health Programs, Mental Health Services, and Physician Onboarding and Retention were presented to the Executive Team. Task forces and action plans, based upon the sub-committees' in-depth review, were created for each of the areas. The sub-committee members will continue to meet separately based upon the needs of the groups and to be updated on progress of the three initiatives.

This committee, as a whole, has decided to start meeting semi-annually.

Members:

Allain, Dan	Johnston, Kathy	Singh, PhD, Daljit
Alvarez, Patricia	Kast, Larry	Sundstrom, Alicia
Deming, Brittany	Kumar MD, Ravi	Vianello, Arlene
Diamant, Laurie	Lechtman MD, Alex	Wheaton, Craig
Gonzalez, Larry	Peden, Belva	Wright, Thomas
Hicks, Lloyd (Chair)	Russel, Thad	

### **The Senior Community Ambassadors Group**

Mission: To positively represent and promote Kaweah Delta Health Care District in the community through knowledge of programs and services, awareness of construction and expansion, and sensitivity to outside feedback and conversation.

This quarter the ambassador group received presentations from Sandra Shadley on Palliative Care, John Leal on Neurosciences, and, in October, we showed them RBB's first rendition of the new facility. The group also discussed the 2016 bond failure and gave their opinions on how to move forward when we go back to the public for a new bond.

Members:

Donald Ajluni	Freddy Espinoza, Jr.	Nancy Lockwood	Jonna Schengel
Mike Andrada	Ed Evans	Sam Logan	Mary Serrato
Michelle Barrios	Mark Fisher	Raymond Macareno	Judy Silicato
Robyn Batchman	Judy Fussel	Dr. Rupi Malli	Drew Sorensen
Julie Berk	Alfonso Gamino	Dr. Sarjit Malli	Jose Suarez
Sandy Blankenship	Joel Glick	Jeff Moyer	Gena Vartanian
Phil Bourdette	Jody Graves	Steve Nelson	Arlene Vianello
Steve Brandt	Randy Groom	Bruce Nicotero	Ron Wathen
Liset Caudillo	Carrie Groover	Erin Olm-Shipman	Heather Wegley
Nina Clancy	Fran Herr	Janet Paine	Susan Winey
Gary Cole	Christina Herrera	Michelle Phillips	Dr. William Winn
Kara Cripps	McKenna Hoffman	Dianis Pimentel	Justin Workman
John Crowe	Karen Hurlbutt	Dr. Marie Pinto	Jim Young
Monique da Costa	Ryan Jennings	Theresa Polich	Gene Yunt
Adrian Dieleman	Venita Jourdan	Teresa Ramos	Irene Zacarias
Cindy Dupuis	Paula Kinsel	Julie Reardon	Gail Zurek

Selina Escobar

Lynn Knudson

William Roach, M.D.

Ed Largoza

Joe Russell

### **New Community Ambassadors**

Mission: To positively represent and promote Kaweah Delta Health Care District in the community through knowledge of programs and services, awareness of construction and expansion, and sensitivity to outside feedback and conversation.

This quarter the New Community Ambassador group received presentations from Sandra Shadley on Palliative Care, Dave Garrett on Rural Clinics, and Dr. Guzman on Street Medicine.

#### **Members:**

Jazmin Arana

John Barbis

Linda Bonilla

Carolyn Britten

M. Sarah Clements

Kathy Fraga

Paula Frank

Carmen Herrera

Fran Hipskind

Mandy Hothi

Scott Jacobsen

Mike Kaplan

Dr. Steve Koobatian

Amanda Lang

Mitch Lareau

Dr. Dean Levitan

Mandy Hothi

Tom Link

Antonio Martinez

Todd Oto

Melissa Neeley

Alicia Rodriguez

David Serpa

Frank Silveira

Sylvia Valencia

Alex Wanless

### **Employee and Physicians Ambassador Group**

Mission: To positively represent and promote Kaweah Delta Health Care District within Kaweah Delta and in the community through knowledge of programs and services, awareness of construction and expansion, and sensitivity to outside feedback and conversation.

This quarter the employee ambassadors received presentations from John Tyndal on Community Outreach, James McNulty on the Opioid Crisis, they reviewed RBB's first draft of the new facility, and had an indepth conversation about the 2016 bond failure and gave their opinions and feedback on a new bond measure.

#### **Members:**

Cheryl Anderson

Zachary Anderson

Jason Backlund

Julianne Bettencourt

Deborah Black

Patricia Boersma

Mia Bonvie

Karen Brooks

Brittany Buckmaster

Jennifer Carrillo

Kristen Carrillo

Patti Collins

Cristina Custodio

Leah Daugherty

Dr. Gurtej Dhillon

Ruth Leach

Val Lee

Rafaela Luis

Dr. Harjoth Malli

Dr. Monica Manga

Pam Mendenhall

Kari Moreno

Cristina Naugle

J.C. Palermo

Valentina Palomo

Dr. Angela Pap

Janey Parker

Danny Pavlovich

Sarah Perry

Micah Piper

Sandra Rodriguez

Brittany Roper

Dr. Onsy Said

Carmen Sanchez

Norma Sandoval

Dee Sebert

Dr. Sakona Seng

Ryan Smith

Monica Soto

Chelsea Stafford

Laura Stolle

Robert Tercero

Debbie Vierra

Francine Webb

Cheryl Weber

Rudy Gonzales  
Tracy Gramberg  
Dr. Wally Huynh  
Dr. Jerry Jacobson  
Laura Johnson (Shandra)  
Lora Keller

Carissa Prats  
Bailey Riddle  
Raul Rios  
Carmen Rodriguez  
Melissa Rodriguez

Geraldine White  
Monica Whitney

### **Faith Leaders Ambassador Group**

Mission: To positively represent and promote Kaweah Delta Health Care District in the faith community through knowledge of programs and services, awareness of construction and expansion, and sensitivity to outside feedback and conversation.

This quarter this group received presentations from Sandra Shadley on Palliative Care, Ryan Gates on Diabetes Prevention, and John Leal on Neurosciences.

#### **Members:**

Pastor Chuck Atherton  
Pastor Steve Creel  
Pastor John Dunn  
Michelle Dunn  
Pastor Arthur Escobedo

Pastor Peggy Escobedo  
Eduardo Gutierrez  
Pastor Ed Kemp  
Pastor Jason LeFaive  
Reverend Randle Lewis

Pastor Jathan Newton  
Pastor Aikham Saesee  
Reverend Suzy Ward  
Pastor Nathan Whistler  
Pastor Mark Wilson

### **Patient Family Advisory Council**

Mission: To enhance experiences at Kaweah Delta by ensuring the patient and family perspective is used to co-design safe, high-quality, patient-centered care and services.

This group continues to stay engaged and enjoys being able to give feedback on various projects that we have presented to them. This quarter they received presentations from Dave Garrett on Rural Clinics, David Crowther on the Pharmacy, took a tour of the SIM Lab, and received a district update from Gary Herbst.

#### **Members:**

Guy Christian  
Stewart & Vicki Elkin  
Doug Henderson  
Pao-Lin Hurley  
Geri Jefferson

Noreen Kushnir  
Armida Salinas (Meg)  
Navjat Sangha  
Marilyn Swanson  
Noreen Kushnir

Kenneth Thomas  
Sheree Thompson  
Juanita Monique Turner  
George Vidales

## The **Emergency Department Advisory Council**

Mission: To partner patients and their family members with health care providers to enhance Emergency Department experiences at Kaweah Delta and ensure the patient and family perspective is used to co-design safe, high-quality patient-centered emergency care and services.

This quarter, this council discussed transitions of care, waiting room visitor policies, the Street Medicine program, and security.

### Members:

Bourdette, Phil	Kumar MD, Ravi	Swisegood, Gailerd
Diamant, Laurie	Moore, Christine	Tonini, Ann
Doyle, Sean	Peden, Belva	Wright, Thomas
Eastes, Rick	Peterson, Monica	
Johnston, Kathy	Sidhu MD, Paramvir	

A **Speakers Bureau** was created in September of 2018. This consists of several staff experts throughout Kaweah Delta who are willing to go into the community and share their expertise to help educate and promote Kaweah Delta. We have compiled a list of topics that is shared with local service organizations, churches, community groups, etc. who need speakers at their meetings.

This quarter our speakers have presented 18 times. These presentations have included our ambassador groups and local service clubs.

Since September of 2018, our speakers have made 127 presentations.

<b>Topics</b>	<b>Speakers</b>
Cardiac Services	Barry Royce
Emergency Department / Trauma	Dan Allain, Dr. Kona Seng (11)
Hospital of the Future/Districts & Boundaries	Gary Herbst
KD's Partnership with Valley Children's	Tracie Plunkett, Zara Arboleta (VC)
Overview of Kaweah Delta	Gary Herbst (23)
Community Wellness Initiatives	John Tyndal (9)
Office of Research	Chris Patty
Opioid Crisis	James McNulty (10)
Chronic Diseases and impact on Healthcare	Ryan Gates (9)
Specialized Health Services/ Ortho & Rehab	Lisa Harrold, Jag Batth
Mental Health Care	Mary Laufer
Neurosciences	John Leal
Patient Demographics / Payer Mix	Minty Dillon
Patient Experience	Ed Largoza
Palliative Care	Sandra Shadley

# **Graduate Medical Education Annual Institutional Review AY2018-2019**

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Lori Winston, MD  
Designated Institutional Official

# **Institutional Continued Accreditation awarded January 14th 2019**

**COMMENDED FOR SUBSTANTIAL COMPLIANCE WITH ACGME INSTITUTIONAL REQUIREMENTS!**

**\*THIS PRESENTATION WILL BE UPDATED CONCURRENTLY WITH NOTIFICATIONS FROM ACGME\***



**Health is  
our passion.  
Excellence  
is our focus.  
Compassion is  
our promise.**



# Institution

Major changes: Terminated AUA arrangement, Affiliation with USC, Building street medicine, DIO directly reports to CEO, Education pillar, New fellowships, new Equality GMEC Subcommittee

## Strengths

Kawah recognizes GME Value Add  
Centralized & Cohesive GME team  
Integration & alignment w/ Hospital  
Community engagement / reputation

## Weaknesses

Faculty development opportunities  
Capitalizing on recruitment opportunities  
Cap set June 2018  
Misuse of MIDAS

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## Opportunities

Internal Medicine with Rural Track funding  
Strengthen USC affiliation/pipeline  
Build fellowships - Palliative care, US, psych C&A  
Ca GME governance expertise

## Threats

Physician groups with malaligned priorities  
GME & Clinical services contracts are uncoupled  
Reliance on other institutions for experiences  
Market competition for academicians

# Anesthesiology Residency Program

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## Mission

- **To train & develop community anesthesiologists proficient in all aspects of perioperative care in a limited resource environment**
- **To increase the quality & # of anesthesia providers in the Central Valley through the recruitment of faculty & retention of graduates**
- **To develop a modern & quality practice that provides access to a medically underserved population**

# Anesthesiology - Initial Accreditation w/ Warning Sept 2019

Site visit: Sept 1, 2020

Concerning Trends: Fac Scholarly Activity & Pt Safety transition of care when fatigued  
Current Citations:

## Faculty expertise in Pain

Dr. Sandhu from UCSD has signed & will be joining Jan

## Obstetric anesthesia rotation

Error on behalf of ACGME - we have this!

## Affiliation with IM

Program to clarify & strengthen its relationship w/ KMC's IM program, as it appears that the affiliation is minimal

## Anesthesia Dept = no M&Ms

Remove barriers & educate to relieve fear of litigation

# Anesthesia Performance on Institutional Indicators

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## Faculty Survey



## Case logs



## Step 3 pass rates



## In Training Exam scores

50% of the residents did not meet the national average, not a significant finding



## Resident Survey

Transition Care when Fatigued - New orientation lecture by Dr. Morell, More standardization in handoffs, better OR staffing by Somnia, Pre-Survey



## Boards Pass Rates below National Rate

1 of 4 residents did not pass Basic Exam which is below the national average - assignments w/ tracked completion, building flexibility into OR staffing

# Anesthesiology

Major changes: PD Wellness committee chair, New drug diversion policy, new core faculty contract, APD Dr. Morell

## Strengths

Case volumes  
Dedicated PD & faculty  
Structure improvement  
Didactics

## Weaknesses

Short staffed OR & faculty experience  
Professionalism issues  
Anes dept legal concerns to conduct M&M's  
Transitions of care when fatigued

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## Opportunities

Acute pain service line  
Regional pain service line  
ECT service line  
Integrate into Chronic pain

## Threats

Adverse accreditation decision  
Teaching ratios & staffing models  
GME & Clinical services contracts are uncoupled  
Physician group priorities

# Emergency Medicine - Continued Accreditation Jan 7, 2019

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Self Study July 1, 2026

## **ZERO CITATIONS!**

Commended for substantial compliance with ACGME requirements

## **Mission:**

To train high quality physicians to practice in an underserved area, especially the central valley

# EM Performance on Institutional Indicators

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**Step 3 pass rates**



**Faculty Survey**



**In-training Exam**

Exactly 50% of the residents met the national average on the ITE - not a significant finding



**Resident Survey Progress Report**

Education compromised by other trainees - Anes CRNA student #'s decreasing, some surgeons buck GME, EM PA's - must forfeit Zone 2 pts



# Emergency Medicine

Major changes: Started simulation fellowship with 2 fellows, UME experience enhanced by Street Medicine, and Neurosurgery rotation

## Strengths

Strong PD, core faculty & structure  
Emphasis on Wellness  
Patient acuity and volume  
Dr. Guzman's community outreach programs

## Weaknesses

Two new inexperienced faculty  
Ortho / Surgery rotations  
Food, callrooms, workstations  
Faculty ability to give feedback

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## Opportunities

Simulation capabilities  
Ultrasound fellowship  
Wilderness elective  
Wellness structure and develop alumni assoc

## Threats

PICU experience at VCH is observership  
Need for Valley-wide research symposium  
ATLS  
New local EM residencies - SAMC, UC Davis, Kaiser, San Jose

# Family Medicine - Continued Accreditation Jan 30, 2019

Self Study Feb 1, 2025

Concerning Trends: Evaluations, Faculty responsibilities, WebADS accuracy  
Current Citations

## Mission

To train FM physicians in a nurturing environment to provide high quality, evidence based, multi-disciplinary care while advocating for pt access to care and education in Central California

## PD turnover

Must hold out for a good leader - latest interview w/ Martinez candidate promising

## 1 core faculty not board certified by ABFM

Test taken, awaiting results

## Resident Survey - Retaliation & Process to deal w/ problems

New leadership required

# Family Medicine Performance on Institutional Indicators

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## Board Pass Rates



## In-training exam scores

Not >50% met national avg



## Faculty Survey Progress Report

Information not lost during transitions of care - timely discharge summaries & Cerner discharge list



## Faculty Survey

Residents seek supervisory guidance, effectiveness of graduates, faculty development opps, residents perform nonphysician duties, culture reinforces patient safety



## Resident Survey

80hrs, sufficient instruction, faculty create an environment of inquiry, opportunity for scholarly activity, satisfied that evals are anonymous/ used for improvement, provided w/ ways to TOC when fatigued, satisfied w/ process to deal w/ problems, retaliation - Culture issue



## Step 3 pass rates

# Family Medicine

Major Changes: FMC leadership, PD resignation, Faculty Medical Group formed

## Strengths

- Diverse pt population
- Song Brown & CalMedForce funding
- HRSA funding for pharmacist at FMC
- Boards pass rate 100%
- Dedicated faculty

## Weaknesses

- Punitive culture
- Pediatric & OB volume
- FMC team performance
- Understaffed new faculty medical group
- Low trust environment

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## Opportunities

- HEDIS metrics as data for QI projects
- More simulation & ultrasound
- Recruitment of graduates
- USC pipeline for FM
- Street Medicine rotation

## Threats

- Recruitment challenges for FM academicians
- OB by FM faculty
- Interview season w/o identified PD

# Psychiatry - Continued Accreditation Feb 15, 2019

Self Study Feb 1, 2027

## **ZERO CITATIONS!**

Commended for substantial compliance with ACGME requirements

## **Mission**

To train competent, confident, evidence based Psychiatrists who become leaders & educators in the field of Mental Health & provide exemplary full spectrum patient care to those in need.

# Psychiatry Performance on Institutional Indicators

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**Faculty Survey**



**Resident Survey**



**Step 3 pass rates**



**In-training exam  
scores**

# Psychiatry

Major changes: removed PDC, change in Management Group, UCI child rotation w/ECT

## Strengths

OSHPD grant to fund TCMH faculty  
Residents --> Fellowships  
Strong overall performance  
Leadership & Retention  
Residents

## Weaknesses

Faculty research  
Geriatric exposure  
ECT service line  
Faculty bandwidth

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## Opportunities

Child & Adolescent fellowship  
HEDIS metric QI projects  
Private insurance clinic  
Addiction clinic  
Child inpatient

## Threats

Expiring Child & adolescent grant w/ Turning Point  
County System  
UHS building MHH with 128 beds (24 peds)

# General Surgery - Continued Accreditation Jan 17, 2019

Self Study Oct 1, 2026

## **ZERO CITATIONS!**

Commended for substantial compliance with ACGME requirements

## **Mission**

To graduate compassionate, competent and professional surgeons, interested in practicing in a community setting, who will contribute positively to their patients' lives and their communities.



# Surgery Performance on Institutional Indicators

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**Case logs**



**Faculty Survey**



**Step 3 Pass rates**



**In-training exam scores**

<50% met national avg (11/14)



**Resident Survey**

Practice habit data - send out NSQIP data to residents + CLABSIs

Faculty create an environment of inquiry  
- Group supported faculty development consult, Pre-survey of residents



**Resident Survey**

Can raise concerns w/o fear - Mentorship program, batch surveys, suggestion box, class reps & town hall mtgs, pre-survey  
Satisfied w/ process to deal w/ problems - Culture problem w/ MIDAS re: behavior reports, meet regularly w/ nursing units to improve communication & review daily care plans w/ nursing

# General Surgery

Major changes: new coordinator, mentorship program, EM/US added for PGY1's

## Strengths

- Reasonable hours
- Acuity & Volume with significant Trauma
- Emphasis on Simulation
- Responsive PD
- Residents --> Fellowships

## Weaknesses

- Team structure / support
- Professionalism
- Faculty development
- No APD
- Poor performance on resident survey

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## Opportunities

- Account for nonclinical time for faculty
- Required clerkship rotation with USC
- Bariatrics service line
- Level 2 trauma designation
- ATLS

## Threats

- Loss of marketshare by Institution
- One resident held back
- GI exposure

# Transitional Year - Continued Accreditation Dec 12, 2018

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Self Study Jan 1, 2026

## **ZERO CITATIONS!**

Commended for substantial compliance  
with ACGME requirements

## **Mission**

To make All Star Doctors

# Transitional Year Performance on Institutional Indicators

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**Step 3 pass rates**



**Faculty Survey**



**Resident Survey**

Satisfied with feedback after assignments  
- Educated residents on how to get feedback, Developed mobile app for faculty

Effectively work with interprofessional teams - QI curriculum issues identified



**Resident Survey**

Provided data about practice habits - CLABSI / Sepsis data, Pre-Survey

Education not compromised by other trainees - Surgery rotation does not mirror set expectations, requires a more supportive environment

# Transitional Year

Major changes: New Program Coordinator, RRT rotation

## Strengths

- Responsive strategy
- Professionalism curriculum
- Wide array of elective rotations
- Resident morale & wellness
- GME LIFTS - Faculty development

## Weaknesses

- Faculty ability to give feedback
- Non-integrated EMR and lack of ability to place orders at VMC
- Noncategorical status
- Data acquisition - QI & Practice habits

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## Opportunities

- Improve visibility with med staff
- Breakdown Kaweah silos
- Recruitment from specialty program completion
- Wound & Pathology rotations

## Threats

- Sponsorship by weak categorical programs
- Dependent upon other programs w/ lack of ability to influence
- Cap limits

**The End**

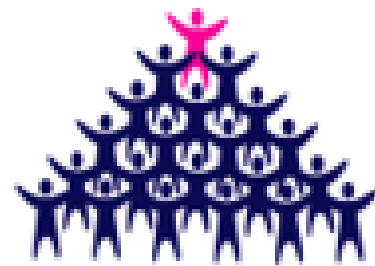
**Questions?**



# Kaweah Care Culture Strategic Initiative Update

# Kaweah Care Culture

*Recruit, develop, and retain the best staff and physicians to create an ideal work environment and ensure that patients receive excellent compassionate care.*





# What is a work culture?

work environment

ethics

beliefs

traditions

PURPOSE

Personality

GOALS

expectations

Mission – Vision - Values

behaviors

It's how we do things around here

attitudes

# Kaweah Care Culture



# Focused Strategies and Metrics

- Employee Engagement
- Physician Engagement
- Patient Engagement
- Safety Culture



# Employee Engagement

- **Employee Engagement Survey**
- Recognition and Celebrations
- Leadership Development and Emerging Leaders Programs
- Compensation/PTO/Benefits Review
- Employee Performance/Retention Review
- Employee Wellness

# Employee Engagement Survey

- Survey Conducted: May 2019
- 92% Participation
- Employee Engagement score of 4.12 out of 5
- Results shared with Leadership and the Board in June 2019
- **FY20 Ideal Work Environment Goal**
  - Board approval of Department Action Plans, Dec 2019
  - Survey of 22 Tier-3 teams to move at least 50% to Tier-2 status, May 2020

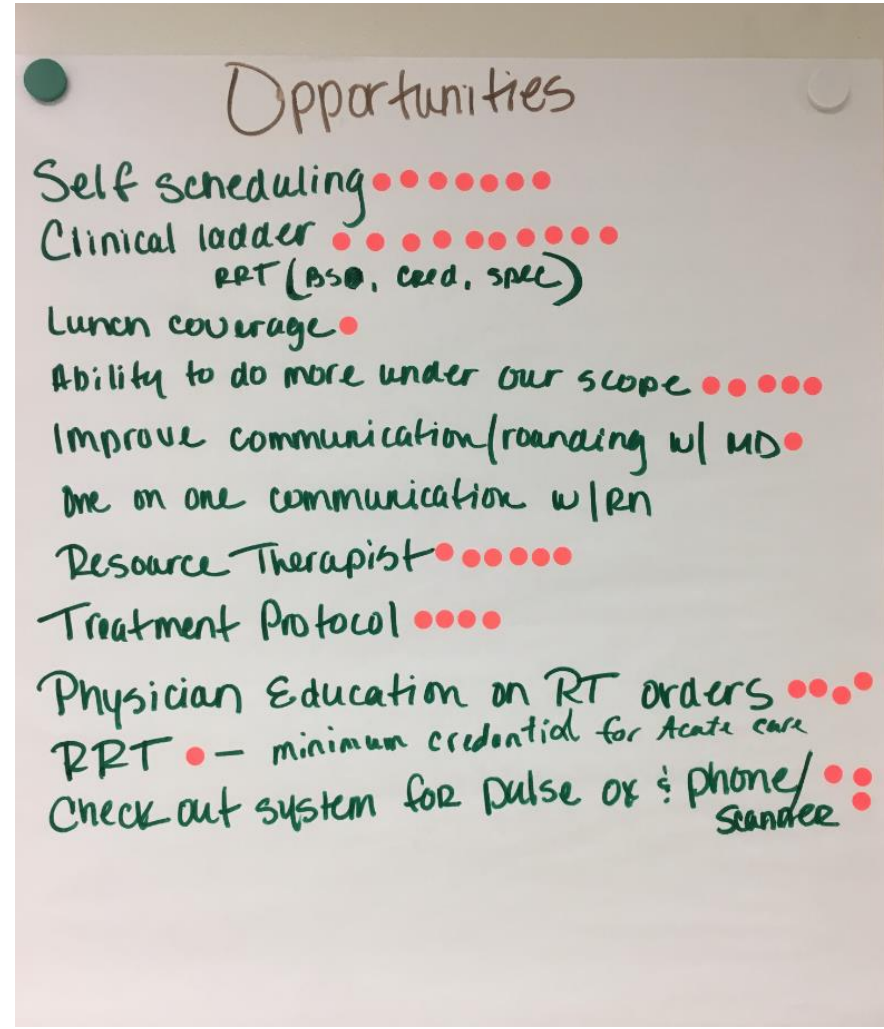
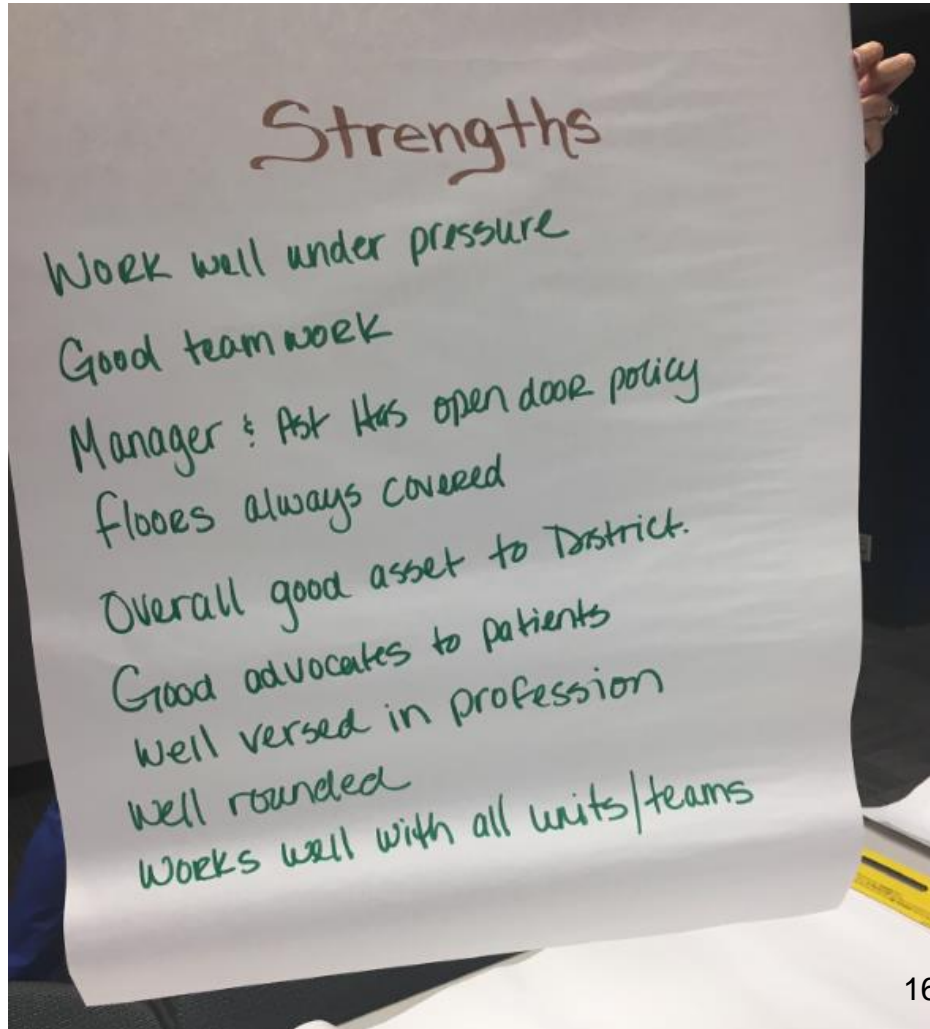
# Employee Engagement – Reaching the Goal

## Action Planning Process:

- 150 distinct work group staff meetings held through early November
- Share results and collect employee feedback on:
  - Organizational Opportunities - Quality, Compensation, Staffing
  - Department Strengths and Opportunities
  - Employees vote on Top 3 workgroup priorities
  - 447 Priority Opportunities identified



# Action Planning with Staff



# Action Planning with Staff

## Quality

More education at bedside  
~~Real~~ relationships between units (communication)  
Treatment Protocol  
teather scanners to computers  
Respiratory Case Manager

## Staffing

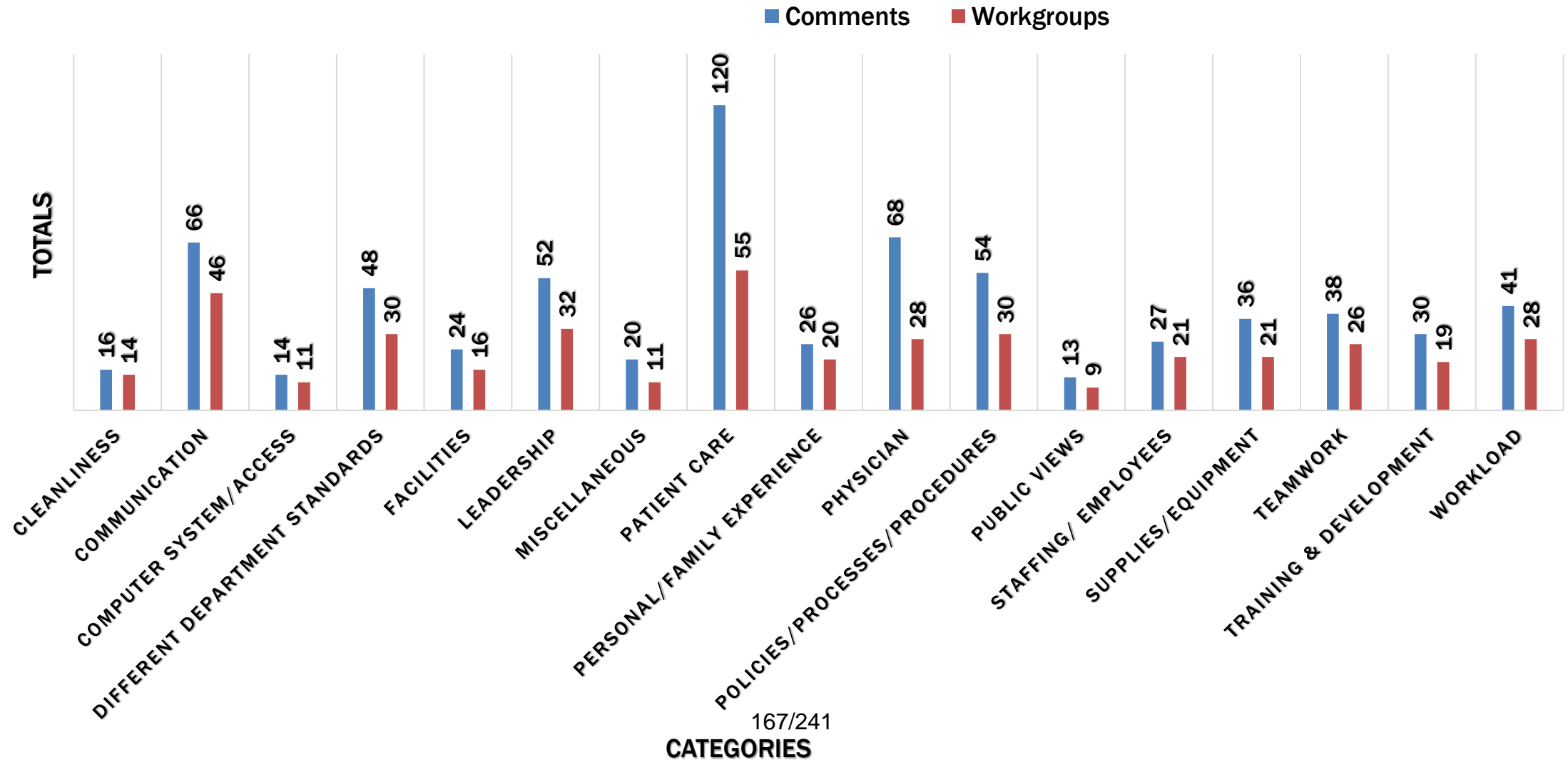
Sick calls  
Pee Diem staff - more  
LOA's  
More staff  
Self scheduling  
on-call Day

## Compensation

Time 1/2 after 8 hrs  
Pee Diem rate  
Docking Policy

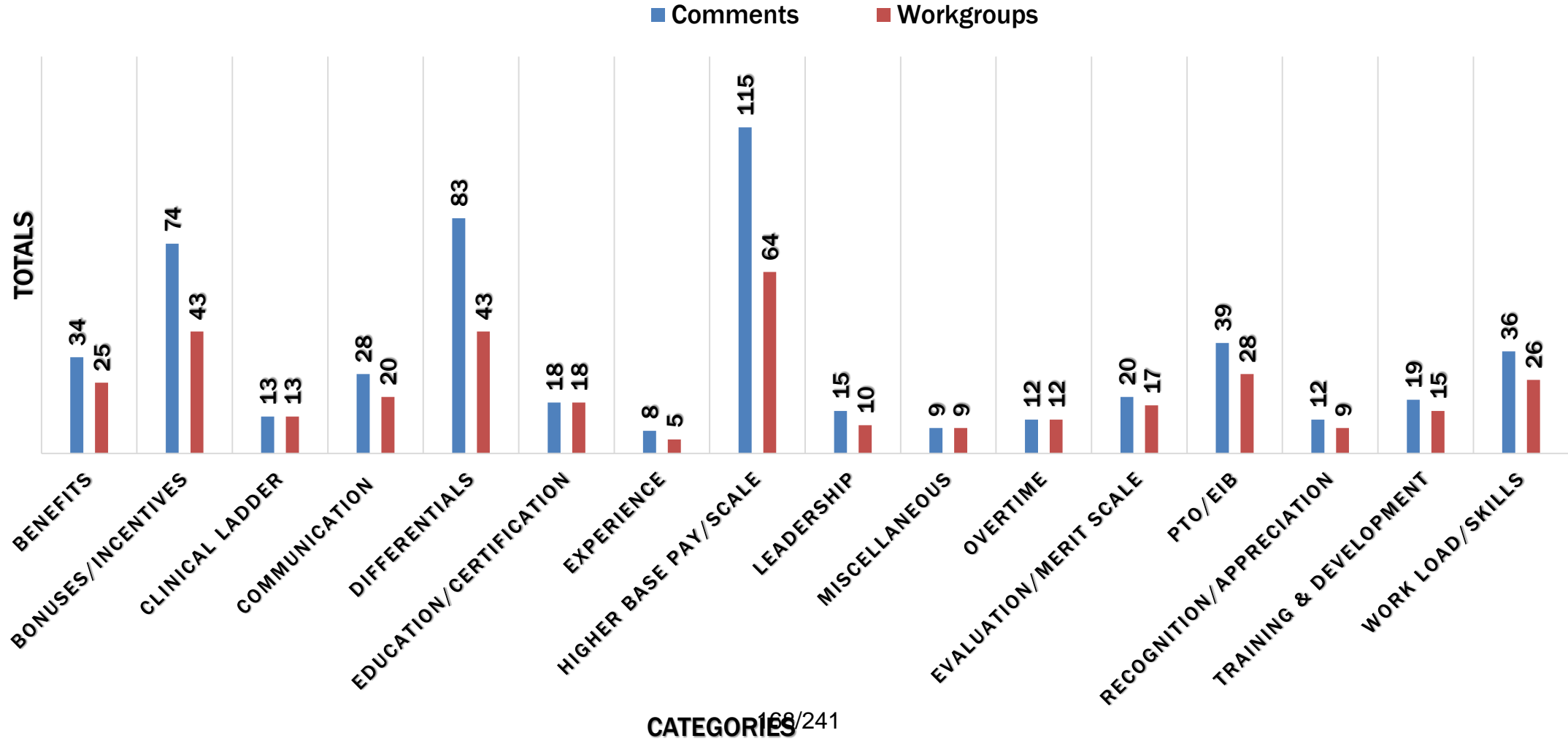


# Organizational - Quality

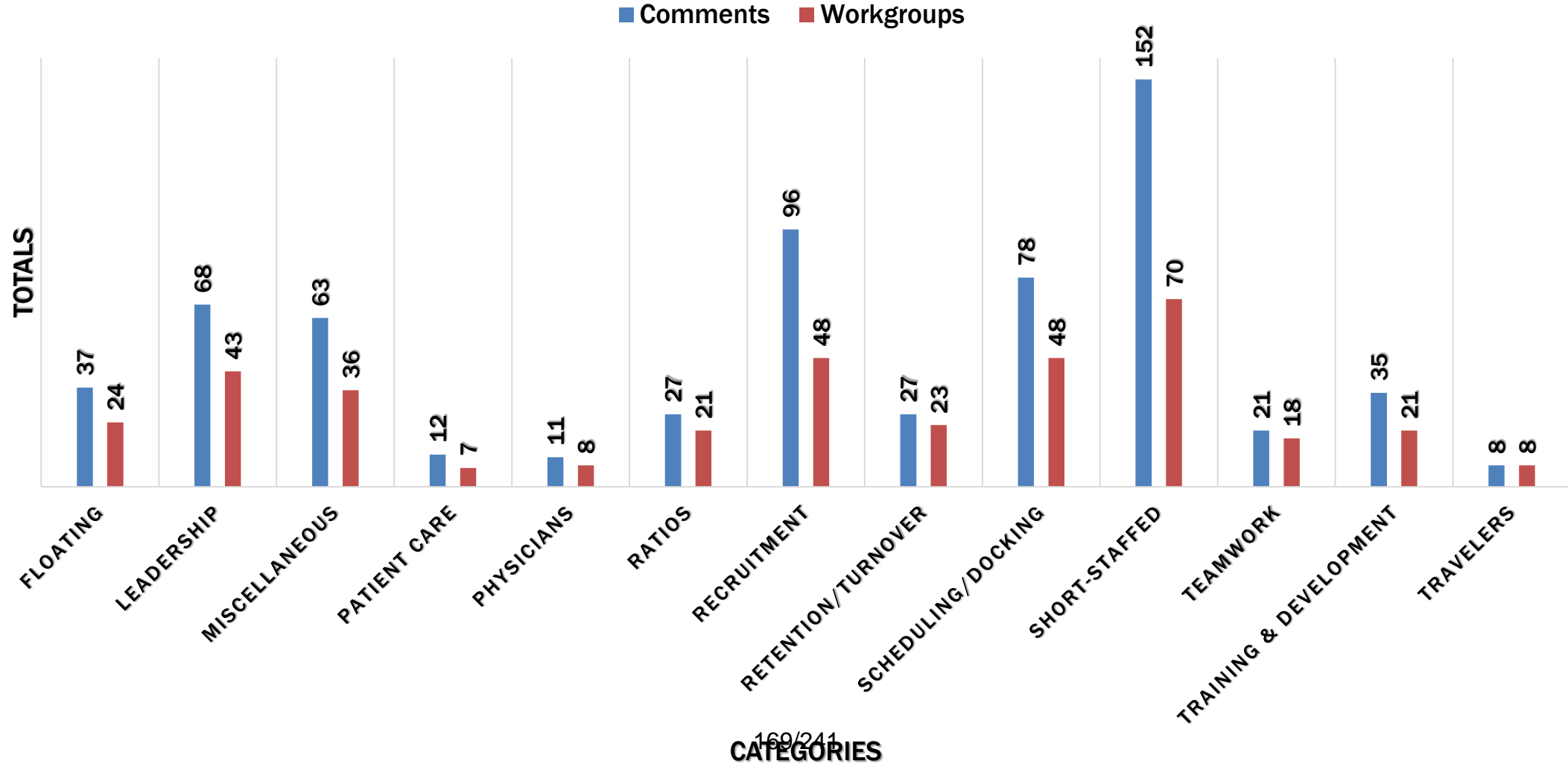


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# Organizational - Compensation



# Organizational - Staffing

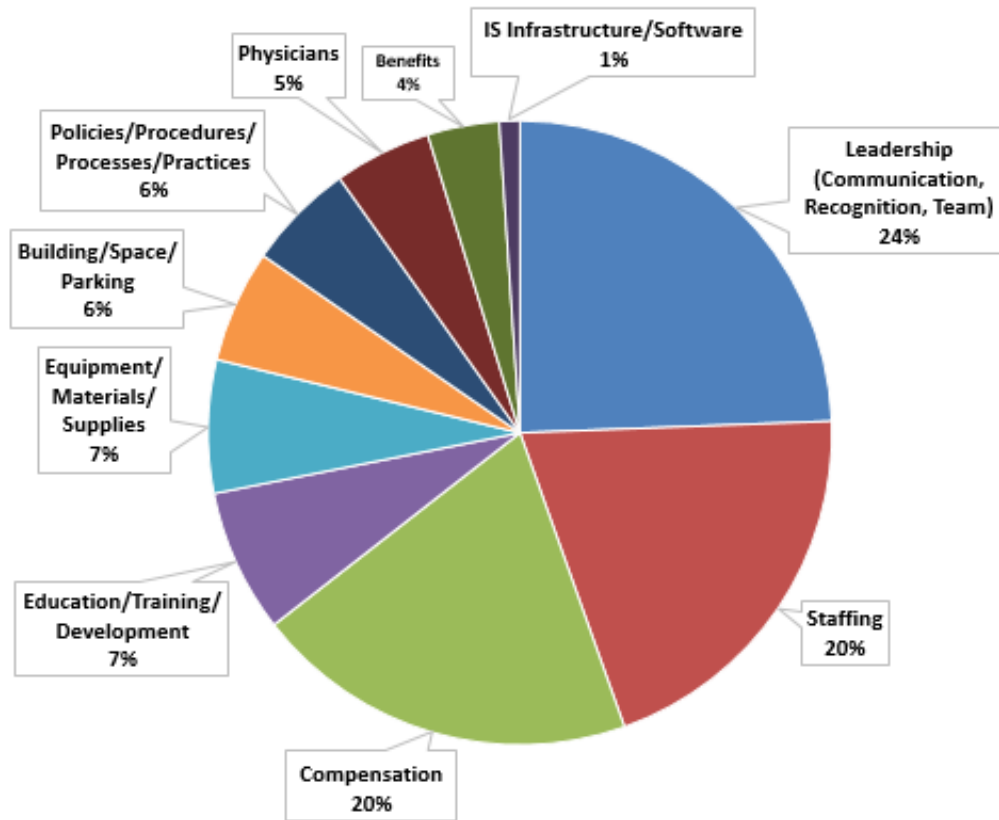


# Department - TOP 3 Priorities

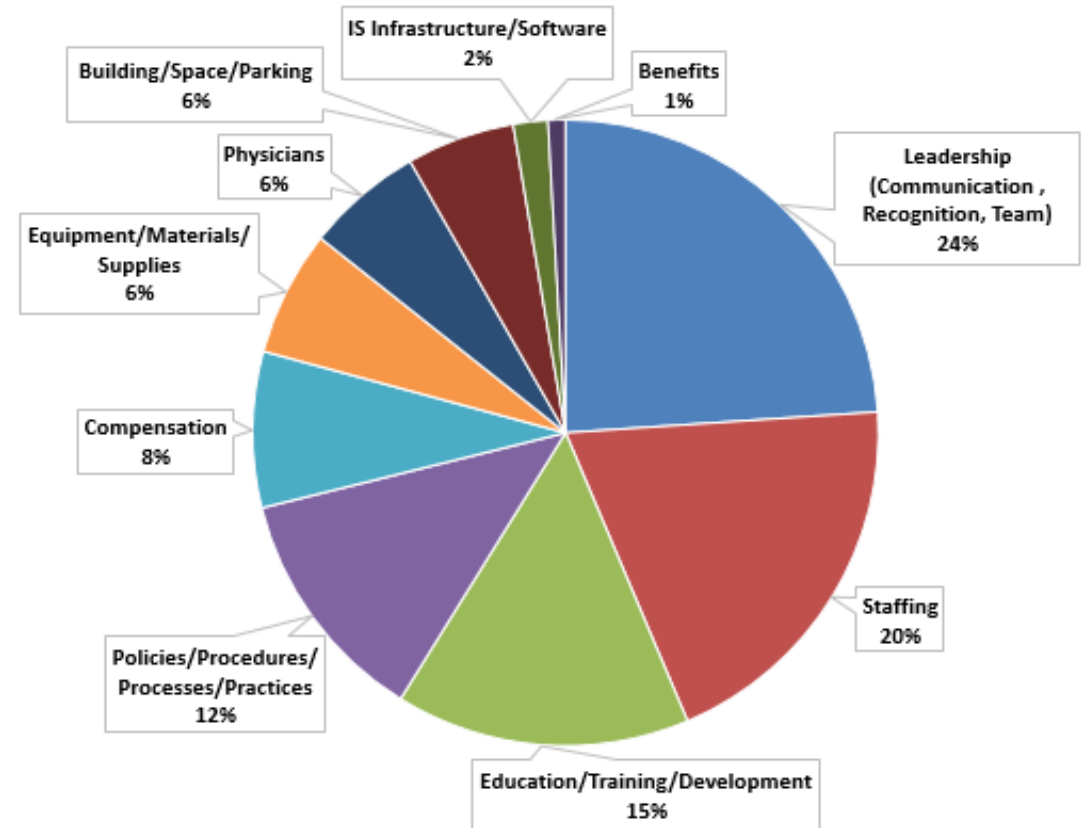
Categories	Total Priorities	Total %
Leadership (Communication, Recognition, Team)	107	24%
Staffing	88	20%
Education/Training/Development	68	15%
Policies/Procedures/Processes/Practices	55	12%
Compensation	36	8%
Equipment/Materials/Supplies	29	6%
Physicians	27	6%
Building/Space/Parking	25	6%
IS Infrastructure/Software	8	2%
Benefits	4	1%

# Department - TOP 3 Priorities

2018 Priorities



2020 Priorities



# Directors 2019-2020

- Hold monthly manager/supervisor meetings
- Review Department Stoplight Reports
- Ensure regular staff meetings and follow-up on all items
- Communicate results
- Recognize accomplishments!
- Quarterly status updates to HR

# Executive Team 2019-2020

- Meet with Directors regularly
- Review Organizational Stop Light Report quarterly
- Global study, education and follow-up
  - Quality
  - Staffing
  - Compensation
- Recognize leaders and staff accomplishments!

# Physician Engagement

- Physician Engagement Survey
- Physician retention
- GME engagement and retention



# Physician Engagement Survey

- Survey Conducted: May 2019
- 57% Participation
- Employee Engagement score of 3.75 out of 5
- Results shared with Leadership and the Board in June/July 2019
- FY20 Goal:
  - Establish baseline
  - Share results and collect feedback for improvement over baseline

# Physician Engagement – Reaching the Goal

## Action Planning Process:

- 11 Medical Department meetings held through November
- Share results and collect feedback on
  - Organizational Opportunities - Quality, Collegiality, Trust, Communication
  - Department Strengths and Opportunities
  - Physician Top 3 Department priorities
- MEC and Administration review and action planning, Dec-Jan

# Physician Engagement

- Kaweah Care Physician Experience Team
  - Meaningful Orientation Content
  - Connection Events
  - Mentorship Program
- Physician retention
  - Physician Recruitment Transition
  - Supportive Onboarding Process
    - Dedicated Kaweah Delta team
    - Community Connection
    - New Physician Orientation – 1<sup>st</sup> session October 1
    - 30-day Onboarding Survey

# 30-Day Physician Onboarding Survey

My experience was ideal. I hope all providers are as well received as I have been

very happy with the transition

Thank you so much for your hard work. I cannot wait to be part of the amazing Kaweah Delta Group.

# GME Physician Engagement and Retention

- Community Connection
- GME HR Sub-Committee
- Career Resources
- Recruitment Events



# Safety Culture (Safety and Teamwork Climate)

Focus 2019 – 2020

- Safety Attitudes Questionnaire Spring 2020
  - Unit/Department Debriefs
  - Action plans
  - Ongoing stop light reports
- CUSP
  - Starting up new teams, supporting existing teams
  - Quarterly staff champion workshops
  - Passport incentive program in place for fy20

# Safety Culture (Safety and Teamwork Climate)

- TeamSTEPPS
  - 2<sup>nd</sup> cohort of TeamSTEPPS leadership training
  - Teamwork tools implemented, follow up meetings coordinated by Quality and Patient Safety
- Event Reporting
  - Changes to event reporting system June 2019; decreased entry time by 1.34 min (saving approximately 51hrs 30 min per year)
  - Evaluation (effectiveness) of changes measured in SAQ 2020 survey
- Just Culture staff awareness campaign planned for early 2020
- Monthly Good Catch Award & Hero of the Year
- Safe Practices (Leapfrog)

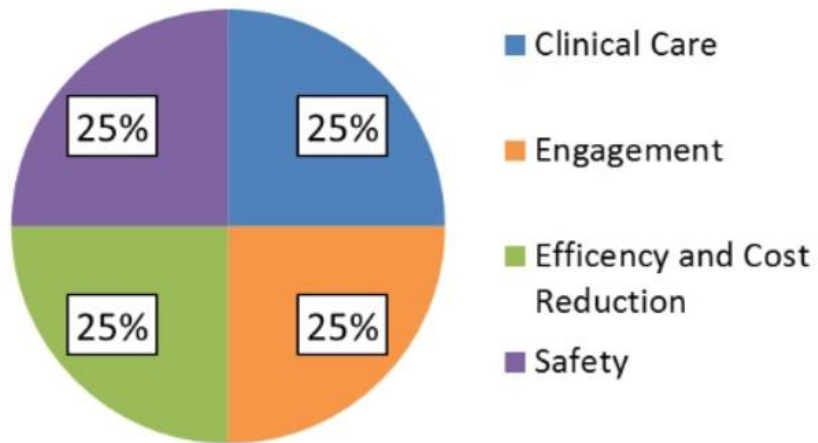
# Patient Engagement

- Survey patients to obtain key data on patient experience
- Communicate survey results to leadership, staff, and Board
- Identify opportunities, action plan at organization and department level
- Operation Always



# Impact

## FY 2019 Value-Based Purchasing Domain Weighting



71%

Patients who gave a rating of 9 or 10  
2% higher than the national average

LEAPFROG  
HOSPITAL  
SAFETY GRADE

This Hospital's Grade



FALL 2019

Nurse Comm, Doctor Comm  
Responsiveness, Comm about Meds  
Discharge Info



Kaweah Delta Health Care District

400 W Mineral King Ave, Visalia, CA

2.6 ★★☆☆☆ 232 reviews



Kaweah Delta Health Care  
District ✓ Claimed

★★★☆☆ 76 reviews Details

Medical Centers Edit

facebook

# HCAHPS Survey Overview

- Hospital Consumers Assessment of Healthcare Providers and Systems (HCAHPS)
  - 8 Primary Domains (27 questions):

Nursing Communication	Doctor Communication
Responsiveness of Staff	Communication of Meds
Cleanliness & Quietness	Discharge Instructions
Care Transitions	Overall Rating

- Top Box Answers: Always, 9-10, Strongly Agree
- Survey Vendor: JL Morgan from Birmingham, Alabama
  - Phone surveying specialists
  - Random phone surveys to discharged patients

# CMS Data (Publicly Reported)

	Rating	Nurse	Doctor	Staff	Comm Meds	Cleanliness	Quiet	Discharge	Care Transitions	Recommend
Raw Score	75.0%	84.3%	79.5%	69.7%	69.5%	72.9%	63.1%	90.6%	48.6%	77.4%
Mode Adjustment	-2.0%	-4.2%	-2.8%	-0.8%	-1.7%	-2.8%	-8.6%	-1.7%	-0.6%	-3.5%
Patient Mix Adjustment	-4.6%	-2.6%	-3.8%	-4.9%	-5.9%	-1.8%	-4.8%	-1.7%	-3.4%	-4.0%
Adjusted Top Box	68.4%	77.5%	72.9%	64.0%	61.9%	68.3%	49.7%	87.2%	44.7%	69.9%

**Higher Spanish speaking patients (35% vs. 5%) – Downward Adjustment**

**Higher maternity patients (23% vs. 11%) – Downward Adjustment**

**Lower than average education level – Downward Adjustment**

# Patient Engagement – Performance (% of 9s & 10s)

- FY2019 HCAHPS Performance – 75.0%
- FY2020 HCAHPS Goal – 76.5% (50-75<sup>th</sup> percentile)
- **FY2020 (July-Sept) HCAHPS Performance – 76.29%**
- 8s+9s+10s = 88.83% (>90<sup>th</sup> percentile)
  
- FY2020 ED Goal – 62.0% (50<sup>th</sup> percentile)
- **FY2020 (July-Sept) ED Performance – 60.34%**
- 8s+9s+10s = 80.68% (75<sup>th</sup>-90<sup>th</sup> percentile)

# Relentless Pursuit of World-Class



# Operation Always: HCAHPS

## Consistent World-Class Service



Figure 1 Welcome Packet



SOUTHWEST GENERAL HOSPITAL		Welcome to ICU / Bienvenidos a ICU	
Our goal is to provide you with family centered holistic patient care.			
Today's Date:	Mon Tue Wed Thu Fri Sat Sun	Room #:	ICU Telephone:
Nurse:	Family Contact:	Physician:	Patient Goals:
Director:	Questions for Physicians:	Respiratory Therapist:	
<b>FALL RISK</b> Riesgo de caída	Pain Management is OUR Goal!		
<b>PLEASE CALL... DON'T FALL!</b>	0 1 2 3 4 5 6 7 8 9 10		

### Narrating Your Care



Tell them **WHAT** you are doing



Tell them **WHY** you are doing it



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### Nurse Leader Rounding on Patients

- Builds relationships
- Take notes
- Accept feedback
- Validate staff performance
- Follow up on compliments and concerns





# Operation Always: Emergency Department

## Timely Care

**ZONE 6**



**GOLD STAR DISCHARGE**



# Patient Engagement – The Goal

## WORLD-CLASS ~~EXCELLENT~~ SERVICE

### 3 P's of Patient Experience

- **PEOPLE:** Excellent leaders partnered with compassionate employees & physicians
- **PLACE:** Clean facility & good food
- **PROCESSES:** Providing care is streamline and simple

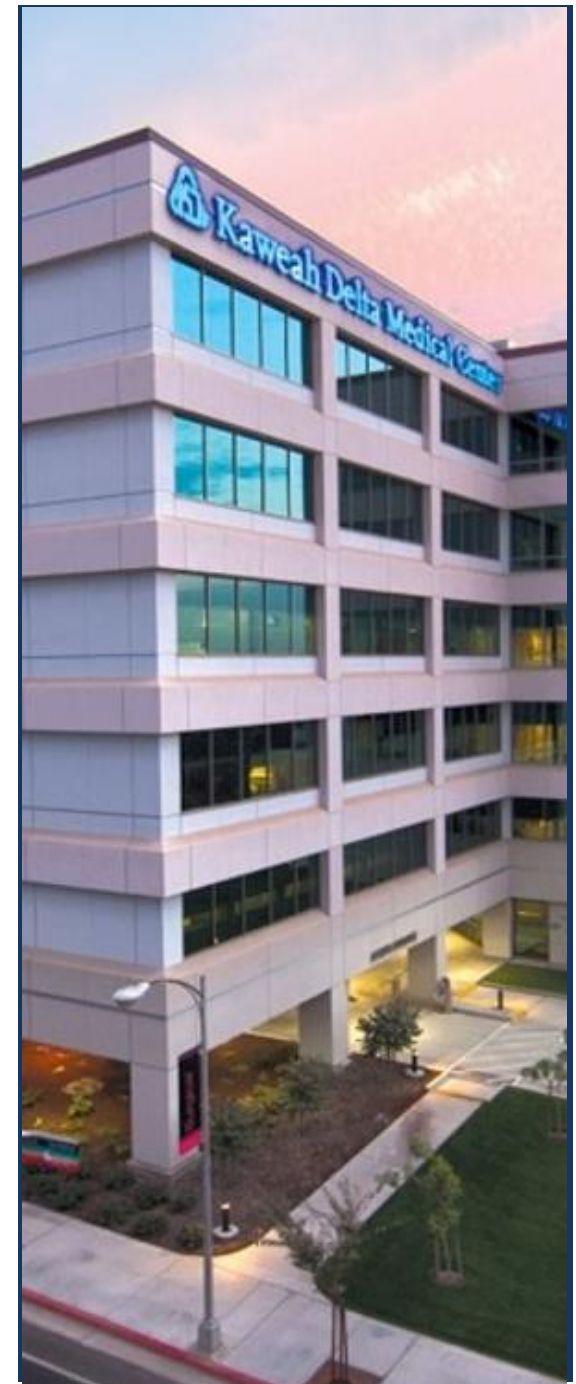
*When all the pieces come together we deliver world-class experiences like this...*



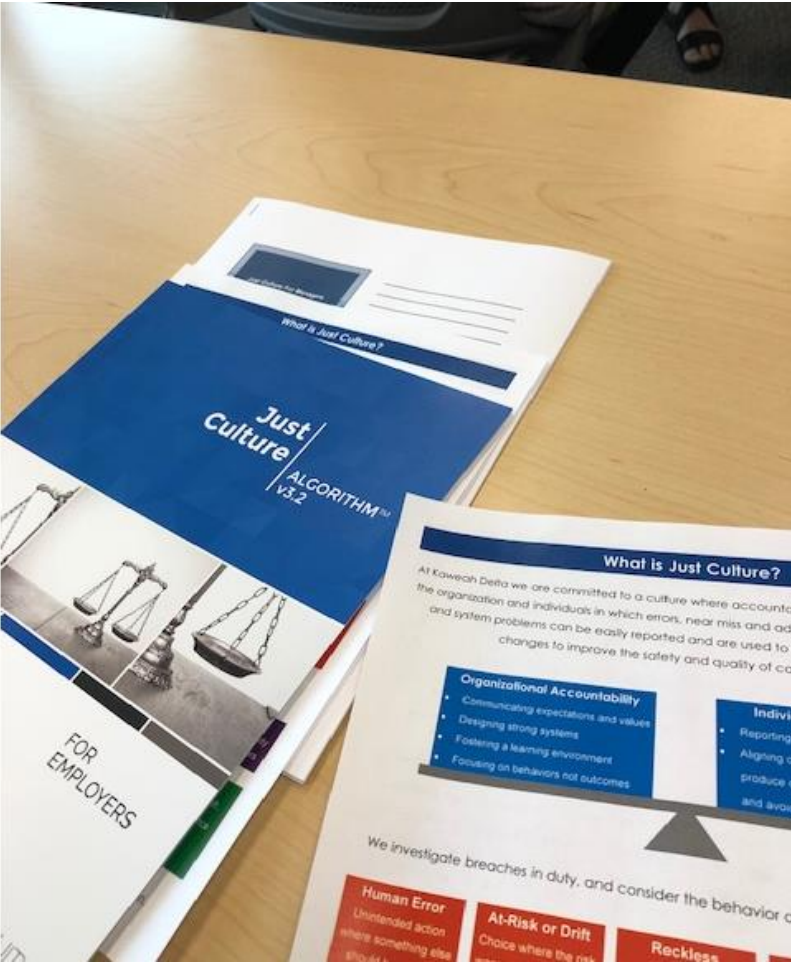


# Kaweah Care Culture is...

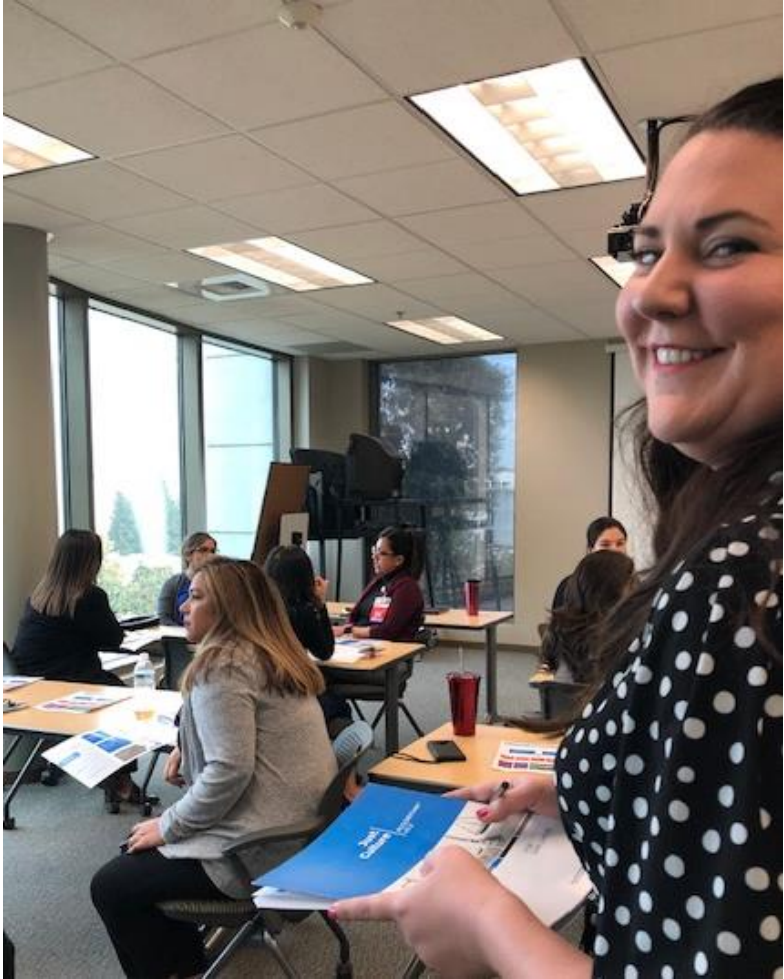
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# About Safety



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# Compassion and Kindness



# An investment in our people





# Teams





# Celebration and Fun!





# Recognition



# Personal, Professional, and Compassionate Care

Dear H. R. Folke,  
My husband had surgery  
3/5 and I had waited too  
long to get food. As I was  
going to the cafeteria, I  
encountered Jesse Sanchez,  
who offered to help me.  
I am so grateful that he  
did! He carried my bag,  
got me a tray, and while  
I was claiming a table,  
he even paid for my  
breakfast! Toward the  
end of my meal, he even  
came by my table to  
inquire about my health.  
He was helpful and caring  
and I appreciated his  
concern. I wanted someone  
else to know how thoughtful  
he was.  
Sincerely,  
L...

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***KAWEAH DELTA HEALTH CARE DISTRICT (the “District”)***  
***FINANCE DIVISION MEMORANDUM***

**TO:** Finance Committee, Board of Directors, Chief Executive Officer and Executive Team

**FROM:** Malinda Tupper, Chief Financial Officer  
Jennifer Stockton, Director of Finance

**DATE:** December 11, 2019

**SUBJECT: 2020 Revenue Bonds Preliminary Resolution, Ordinance and Bank Term Sheets**

On December 18, 2019, the District’s Board of Directors (the “**Board**”) will be asked to approve a Preliminary Resolution and an Ordinance as required by the California Health and Safety Code and the California Government Code. This Preliminary Resolution authorizes certain officers of the District to take steps, within certain specified parameters, necessary to move forward with the issuance of revenue bonds (the “**2020 Revenue Bonds**”) pursuant to the Local Health Care District Law and the California Government Code in an amount necessary to provide for the financing of projects (including the purchase of and improvements to a building that will comprise the Tulare Health Clinic and the purchase of various medical related equipment) totaling up to \$15,000,000 (the “**Improvements**”). Approval of this Preliminary Resolution does not give management the authority to issue the 2020 Revenue Bonds as final authority for issuance of this debt is expected to be sought at the Board’s meeting on January 29, 2020, and will be contingent upon the facts, circumstances and conditions that exist at that time.

Management believes that favorable tax-exempt interest rates currently available offer the District an opportunity to provide a low cost of capital to fund the Improvements with this financing. While interest rates for underwritten bonds are not determined until bonds are actually sold, the current interest rate environment suggests an All-in True Interest Cost (All-in TIC) of approximately 2.00% for a public offering with a 15-year maturity for the proposed financing. We are currently pursuing a dual track approach including a public offering and a private placement, with bank term sheets expected by December 13, 2019. We are working with the District’s Financial Advisor to secure term sheets from prospective bank purchasers in order to properly compare and evaluate the pros and cons of issuing the 2020 Revenue Bonds as a private placement our public offering. We expect to have the results of this evaluation available at the December 16<sup>th</sup> Finance Committee meeting and the December 18<sup>th</sup> Board meeting, along with our recommendation, prior to making a decision to pursue a private placement or a public offering of the 2020 Revenue Bonds.

The following summarizes the purpose and general content of the Preliminary Resolution and Ordinance to be reviewed for approval by the Board at its meeting on December 18, 2019.

**Resolution No. 2060.** This resolution authorizes management of the District to proceed forward with the proposed financing and is preliminary to a final resolution planned to be considered for approval by the Board at its meeting on January 29, 2020. This resolution describes the purpose of the proposed financing, provides the estimated cost of the financing, limits the principal amount and interest rate of the 2020 Revenue Bonds to be issued, and authorizes the use of District revenues to repay the 2020 Revenue Bonds. This resolution authorizes the President of the Board, the District’s Chief Executive Officer, Chief Financial Officer, and/or Director of Finance to take all necessary

action needed to carry out the intended purposes of this resolution but not to commit the District to sell bonds.

**Ordinance No. 19-01.** This ordinance approves the form of two Bond Purchase Agreements to be entered into between the District and the bank purchaser (assuming a bank private placement) or the District and the Underwriter's (assuming a public offering), and allows management of the District to proceed forward with a private placement or public offering of the 2020 Revenue Bonds.

For any questions regarding the documents, please contact Malinda Tupper at 624-4065 or Jennifer Stockton at 624-5536.

**KAWEAH DELTA HEALTH CARE DISTRICT**

**RESOLUTION NO. 2060**

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**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
KAWEAH DELTA HEALTH CARE DISTRICT  
AUTHORIZING THE ISSUANCE OF REVENUE BONDS  
PURSUANT TO THE LOCAL HEALTH CARE DISTRICT  
LAW AND CHAPTERS 3 AND 6, PART 1, DIVISION 2,  
TITLE 5 OF THE CALIFORNIA GOVERNMENT CODE**

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**WHEREAS**, the Board of Directors (the “*Board*”) of KAWEAH DELTA HEALTH CARE DISTRICT (the “*District*”) proposes to issue its revenue bonds pursuant to the Local Health Care District Law of the State of California and the California Government Code to provide funds for financing the acquisition, installation and equipping of the District’s facilities, including the purchase, acquisition and improvement of the Tulare Clinic located at 1000 North Mooney Boulevard, Tulare, California, certain medical equipment and software, and such other facility infrastructure improvements and projects and/or the purchase of equipment, for the District’s facilities that are approved by the Board, including the reimbursement of moneys advanced by the District for such purpose and all expenditures incidental thereto or connected therewith (collectively, the “*Improvements*”) and the payment of the costs of issuance thereof.

**NOW, THEREFORE, BE IT RESOLVED** by the Board as follows:

**Section 1.** The District is a local health care district and a political subdivision organized and existing pursuant the Local Health Care District Law of the State of California as set forth in sections 32000 *et. seq.* of the California Health and Safety Code. The District currently owns and operates hospitals and other health care facilities (“*Hospital Facilities*”) within and outside the boundaries of the District in Tulare County, California and in Kings County, California. In connection with the continued operation of the Hospital Facilities and to serve the growing population and medical needs of the District, the District needs to purchase, acquire, install and equip the Improvements to be used in the Hospital Facilities.

**Section 2.** The District hereby determines and finds that it is in the best interests of the District and the residents and taxpayers thereof to issue its KAWEAH DELTA HEALTH CARE DISTRICT (TULARE COUNTY, CALIFORNIA) REVENUE BONDS, SERIES 2020 (the “*2020 Bonds*”) for the purposes of financing the purchase, acquisition, improvement, installation and equipping of the Improvements to be owned and used by the District and paying costs of issuance of the 2020 Bonds (collectively, the “*2020 Project*”). The 2020 Bonds shall be issued pursuant to this Resolution, an Ordinance Approving a Formal Agreement for the Sale of Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020 (the “*Ordinance*”), and a Resolution of the Board authorizing the issuance of the 2020 Bonds (the “*Authorization*”), and

shall be secured by and payable from the revenues of the District, all on such terms, conditions and provisions as shall be set forth in the Authorization.

**Section 3.** The current estimated cost of the Improvements is approximately \$15,000,000.

**Section 4.** The principal amount of the 2020 Bonds will not exceed \$15,000,000. The 2020 Bonds may be issued in one or more series to accommodate the needs of the 2020 Project and the efficient sale of the 2020 Bonds.

**Section 5.** The true interest cost (TIC) on the 2020 Bonds shall not exceed three percent (3.00%) *per annum*, and interest on the 2020 Bonds shall be payable semiannually.

**Section 6.** The 2020 Bonds and all obligations of the District with respect thereto shall be and remain limited obligations of the District payable exclusively from the revenues of the District's Hospital Facilities. No recourse shall be had against any properties, funds or assets of the District other than the District's revenues for the payment of any amounts owing pursuant to the 2020 Bonds. The 2020 Bonds will not be secured by the taxing power of the District. No recourse shall be had for the payment of the principal of or interest on the 2020 Bonds or for any claim based thereon against any member, officer or employee of the District or any person executing the 2020 Bonds.

**Section 7.** The President of the Board, the Chief Executive Officer, the Chief Financial Officer and the Director of Finance of the District, and such other District personnel as shall be directed by any of the foregoing, are each hereby authorized, empowered and directed, for and on behalf of the District, to take any and all actions necessary or appropriate in order to carry out the intended purposes of this resolution.

**Section 8.** The Secretary-Treasurer of the Board is directed to cause this resolution to be published pursuant to section 32318 of the California Health & Safety Code.

**Section 9.** This resolution shall take effect immediately.

THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED by the Board of Directors of Kaweah Delta Health Care District on December 18, 2019, by the following vote:

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

NOES: Directors: \_\_\_\_\_

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

\_\_\_\_\_  
Lynn Havard Mirviss  
President, Board of Directors  
Kaweah Delta Health Care District

Attest:

\_\_\_\_\_  
Nevin House  
Secretary-Treasurer, Board of Directors  
Kaweah Delta Health Care District

**KAWEAH DELTA HEALTH CARE DISTRICT**

**ORDINANCE NO. 19-01**

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**APPROVING A FORMAL AGREEMENT FOR THE SALE  
OF KAWEAH DELTA HEALTH CARE DISTRICT  
(TULARE COUNTY, CALIFORNIA) REVENUE BONDS,  
SERIES 2020**

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**WHEREAS**, the Board of Directors (the “*Board*”) of KAWEAH DELTA HEALTH CARE DISTRICT (the “*District*”), a local health care district organized and existing under and pursuant to the Local Health Care District Law of the State of California, codified as Sections 32000 *et. seq.* of the California Health and Safety Code (the “*Law*”), has determined to issue its Revenue Bonds, Series 2020 (the “*2020 Bonds*”), in one or more series in an aggregate principal amount not to exceed \$15,000,000 pursuant to the Law; and

**WHEREAS**, the District has determined that it is in the best interests of the District, and the residents and taxpayers thereof, to sell the 2020 Bonds by public or private sale; and

**WHEREAS**, the Law requires the adoption of this Ordinance prior to the sale of the 2020 Bonds;

**NOW, THEREFORE, BE IT ORDAINED** by the Board as follows:

**Section 1.** The 2020 Bonds shall be sold at one or more public or private sale(s) to such underwriter(s) or purchaser(s), as the case may be, as the Board shall specify.

**Section 2.** The formal agreement(s) between the District and such underwriter(s) or purchaser(s), as the case may be, in each case in substantially the form of the bond purchase agreement(s) on file with the Secretary-Treasurer of the Board and presented at this meeting, is hereby approved. The President of the Board, the Chief Executive Officer, the Chief Financial Officer and the Director of Finance of the District are each hereby authorized, directed and empowered to approve the final terms for the sale of the 2020 Bonds and to evidence the District’s acceptance of the offer made thereby by executing and delivering the bond purchase agreement(s) in substantially the form presented, with such changes therein as the officer executing the same on behalf of the District may require or approve, such approval to be evidenced conclusively by the execution and delivery thereof.

**Section 3.** The agreement(s) between the District and the underwriter(s) or purchaser(s), as the case may be, of the 2020 Bonds, and this Ordinance, shall be subject to referendum as provided by Article 1 (commencing with Section 9300) of Chapter 4, Division 9 of the California Elections Code.

**Section 4.** The Secretary-Treasurer of the Board is directed to cause this Ordinance to be published pursuant to section 32321 of the California Health & Safety Code.

**Section 5.** This Ordinance shall take effect thirty (30) days after the date of its adoption.

THE FOREGOING ORDINANCE WAS PASSED AND ADOPTED by the Board of Directors of Kaweah Delta Health Care District on December 18, 2019, by the following vote:

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

NOES: Directors: \_\_\_\_\_

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

\_\_\_\_\_  
Lynn Havard Mirviss  
President, Board of Directors  
Kaweah Delta Health Care District

Attest:

\_\_\_\_\_  
Nevin House  
Secretary-Treasurer, Board of Directors  
Kaweah Delta Health Care District



**§[PAR]  
KAWEAH DELTA HEALTH CARE DISTRICT  
(Tulare County, California)  
Revenue Bonds,  
Series 2020**

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**BOND PURCHASE AGREEMENT**

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[\_\_\_\_\_, 2020]

Kaweah Delta Health Care District  
400 West Mineral King Avenue  
Visalia, CA 93291

\_\_\_\_\_ (the “Purchaser”), offers to enter into this Bond Purchase Agreement (the “Bond Purchase Agreement”) with Kaweah Delta Health Care District (the “District”), which, upon acceptance of this offer, will be binding upon the District and the Purchaser.

This offer is made subject to acceptance by the District at or before 11:59 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Purchaser upon written notice delivered to the District at any time prior to such acceptance.

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Indenture, dated as of May 1, 1999 (the “Master Indenture”), by and between the District and The Bank of New York Mellon Trust Company, N.A., as prior trustee (the “Prior Trustee”), as amended and supplemented by that certain First Supplemental Indenture, dated as of June 1, 2003, a Second Supplemental Indenture, dated as of August 1, 2004, a Third Supplemental Indenture, dated as of May 1, 2005, a Fourth Supplemental Indenture, dated as of December 1, 2006, a Fifth Supplemental Indenture, dated as of May 1, 2011, a Sixth Supplemental Indenture, dated as of July 1, 2012 (the “Sixth Supplemental Indenture”), a Seventh Supplemental Indenture, dated as of October 1, 2015 (the “Seventh Supplemental Indenture”), an Eighth Supplemental Indenture, dated as of December 1, 2015 (the “Eighth Supplemental Indenture”), a Ninth Supplemental Indenture, dated as of April 1, 2017 (the “Ninth Supplemental Indenture”), a Tenth Supplemental Indenture, dated as of December 1, 2017 (the “Tenth Supplemental Indenture”), and as further amended and supplemented by that certain the Eleventh Supplemental Indenture, dated as of \_\_\_\_\_ 1, 2020 (the “Eleventh Supplemental Indenture”), between the District and U.S. Bank National Association, as successor trustee (the “Trustee”), supplementing and amending the Master Indenture, as previously supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, and the Tenth Supplemental Indenture, (collectively, the “Indenture”).

The District hereby acknowledges and agrees that (a) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm’s-length commercial transaction between the District and the Purchaser, (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Purchaser is and has been acting solely as a principal and is not acting as the agent or fiduciary of the District, (c) the Purchaser has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering and sale of the Bonds contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the District on other matters) and the Purchaser has no obligation to the District with respect to the offering and sale of the Bonds contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement,

(d) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the issuance of the Bonds and the other matters contemplated by this Bond Purchase Agreement, and (e) The Purchaser is acting solely in its capacity as Purchaser for its own account.

### **Section 1. Purchase, Sale, Offering and Delivery of Bonds.**

(a) Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Purchaser hereby agree to purchase from the District, and the District hereby agrees to sell to the Purchaser, all (but not less than all) of the District's \$[PAR] aggregate principal amount of Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020 (the "Bonds"), at a purchase price of \$[PAR].00 (representing the aggregate principal amount of the Bonds [less an Underwriters' discount of \$\_\_\_\_\_, plus and original issue premium of \$\_\_\_\_\_]). The Bonds will be dated as of the Closing Date (hereinafter defined) and interest thereon will be payable semiannually on June 1 and December 1 of each year, commencing on June 1, 2020. The Bonds will mature on June 1, 20\_\_, and will bear interest at the rate of \_\_\_\_\_% per annum. The Bonds will be subject to optional and sinking fund redemption as set forth in Schedule A attached hereto.

(b) The Bonds will be as described in and will be issued pursuant to the Indenture, substantially in the form previously submitted to the Purchaser, with only such changes therein as shall be mutually agreed upon. The proceeds from the sale of the Bonds will be used to (i) to provide funds for financing the acquisition, construction, installation and equipping of the District's facilities, including the purchase and improvement of the Tulare Clinic located at 1000 North Mooney Boulevard, Tulare, California, certain medical equipment and software, and such other facility infrastructure improvements and projects and/or the purchase of equipment, and (ii) pay certain costs and expenses related to the issuance and sale of the Bonds.

(c) The Bonds will be limited obligations of the District payable solely from Gross Revenues (as that term is defined in the Indenture) and secured by a pledge of the District's Gross Revenues and of amounts held in certain funds and accounts established pursuant to the Indenture, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture. The Bonds will be on a parity as to payment and security with the District's other Outstanding revenue bonds issued pursuant to the Indenture.

(d) The District agrees to indemnify and reimburse the Purchaser against any liabilities, losses, expenses and/or breakage fees sustained by the Purchaser related to any Hedge Transaction (defined in the following sentence) or otherwise in the event that the Bonds are not executed and delivered by the Closing Date, except for any action or proceeding arising out of the Purchaser's gross negligence or willful misconduct, or where the Purchaser fails to purchase the Bonds on the Closing Date when the District has complied with all requirements of such purchase. "Hedge Transaction" means any transaction entered into, maintained or terminated by the Purchaser in order to protect the District from subsequent interest rate fluctuations on the Bonds on or after the date hereof. The District covenants and agrees, promptly upon demand therefor, to reimburse the Purchaser for the full amount of the costs associated with locking the interest rate pursuant to this Bond Purchase Agreement if the Bonds have not been issued the Closing Date. A notice as to any amounts payable pursuant to this paragraph given to District by the Purchaser shall, in the absence of manifest error, be conclusive and shall be payable upon demand.

### **Section 2. Private Placement; Bonds Constitute a Loan by Purchaser.**

(a) The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations of a nature similar to the Bonds to be able to evaluate the risks and merits of the investment represented by the purchase of the Bonds.

(b) The Purchaser is acquiring the Bonds for its own account and not with a view to, or for sale in connection with, any distribution of the Bonds or any part thereof. The Purchaser has not offered to sell, solicited offers to buy, or agreed to sell the Bonds or any part thereof, and the Purchaser has no current intention of reselling or otherwise disposing of the Bonds *provided, however*, such representation shall not preclude the Purchaser from transferring or selling of the Bonds in accordance

with the Indenture. The Purchaser is not acting in a broker-dealer capacity in connection with its purchase of the Bonds. The Purchaser intends to book and hold the Bonds as a loan in its loan portfolio.

(c) As a sophisticated investor, the Purchaser has made its own credit inquiry and analysis with respect to the District and the Bonds and has made an independent credit decision based upon such inquiry and analysis and in reliance on the truth, accuracy, and completeness of the representations and warranties of the District set forth in the Indenture and this Bond Purchase Agreement and in the information set forth in any materials submitted to the Purchaser by the District. The Purchaser acknowledges that it has reviewed information, including financial statements and other financial information regarding the District, and the Purchaser has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the District and the Bonds.

(d) The Purchaser understands that the Bonds have not been registered under the United States Securities Act of 1933 or under any state securities laws. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Bonds by it, and further acknowledges that any current exemption from registration of the Bonds does not affect or diminish such requirements.

(e) The Purchaser has authority to purchase the Bonds and to execute this Bond Purchase Agreement and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds. The undersigned is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the representations and warranties contained herein by execution of this Bond Purchase Agreement on behalf of the Purchaser.

(f) The Purchaser has been informed that the Bonds (i) have not been and will not be registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any jurisdiction, and (ii) will not be listed on any stock or other securities exchange.

(g) The Purchaser acknowledges that the Bonds are transferable with certain requirements, as described in the Indenture.

(h) The Purchaser has been informed that the Bonds are exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the District has not undertaken to provide any continuing disclosure with respect to the Bonds.

(i) The Purchaser intends to treat the acquisition of the Bonds as a loan and to hold the loan in its loan portfolio.

#### ***Section 4. Closing.***

(a) At 10:00 a.m., Pacific Daylight time, on [\_\_\_\_\_, 2020], or on such earlier or later date and time as shall be agreed upon in writing by the District and the Purchaser (the “Closing Date”), the District shall direct the Trustee to deliver the Bonds (which may be typewritten) to the Purchaser, in definitive form, duly executed and authenticated, at the offices of Ballard Spahr LLP (“Bond Counsel”), or at such other location as may be designated by the Purchaser and approved by the District, and shall deliver to the Purchaser the other documents herein mentioned at the offices of Bond Counsel, or such other location as may be mutually agreed upon by the District and the Purchaser. The Purchaser will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1(a) hereof in immediately available funds by federal funds or wire transfer to the order of the Trustee. The Bonds shall be issued in the form of one fully registered term Bond registered in the name of the Purchaser.

(b) It shall be a condition to the obligation of the Purchaser to purchase and accept delivery of the Bonds that all Bonds be sold and delivered by the District to the Purchaser at the Closing Date and that all obligations of the parties to this Bond Purchase Agreement shall have been satisfied or waived in writing prior to the Closing Date.

***Section 5. Representations, Warranties and Agreements of the District.*** The District represents and warrants to and agrees with the Purchaser that:

(a) The District is and will be at the Closing Date a political subdivision of the State of California and a local health care district duly organized and existing under The Local Health Care District Law, constituting Division 23 of the California Health and Safety Code, with the full power and authority to issue the Bonds and to execute this Bond Purchase Agreement, the Indenture, and to carry out and consummate all transactions on its part contemplated by this Bond Purchase Agreement and the Indenture;

(b) When delivered to and paid for by the Purchaser on the Closing Date in accordance with the provisions of this Bond Purchase Agreement, the Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding limited obligations of the District in conformity with, and entitled to the benefit and security of, the Indenture;

(c) The issuance of the Bonds and the execution and delivery of the Indenture and this Bond Purchase Agreement, and compliance with the provisions on the District's part contained therein or herein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or is otherwise subject, nor will any such issuance, execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the District under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture;

(d) To the best of its knowledge, after reasonable investigation, the District is not in breach of or in default under any existing law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, mortgage, resolution, agreement or other instrument to which the District is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder, in either case in any manner or to any extent which could have a material adverse effect on the financial condition of the District, the operation by the District of the health facilities or the transactions contemplated by this Bond Purchase Agreement, or have an adverse effect on the validity or enforceability in accordance with their respective terms of the Bonds, the Indenture or the Eleventh Supplemental Indenture, or in any way adversely affect the existence or powers of the District or in any way materially adversely affect the excludability from gross income for federal income tax purposes of interest on the Bonds;

(e) The District is not, nor has it been at any time subsequent to [June 30, 2019], in default in the payment of principal of or interest on any obligation issued or guaranteed by the District;

(f) No consent or approval of any trustee or holder of any indebtedness of the District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except in connection with Blue Sky proceedings, as to which no representation is being made) is necessary in connection with the execution and delivery of this Bond Purchase Agreement, or the Indenture or the consummation of any transaction therein or herein contemplated, except as have been obtained or made and are in full force and effect. The District makes no representation as to any approvals or actions as may be required under any state or federal blue sky or securities laws;

(g) The District has received and there remain currently in full force and effect, or will receive prior to the delivery of the Bonds, all governmental consents and approvals (i) that would constitute a condition precedent to the performance by the District of its obligations hereunder or under the Indenture or the consummation of the transactions contemplated by this Bond Purchase Agreement, and (ii) to qualify the District for reimbursement for its costs and expenses under all third party payor programs accounting for a significant portion of the District's Gross Revenues, including without limitation, Medicare and Medi-Cal;

(h) The District has met, and as of the Closing Date will have met, all of its continuing disclosure obligations with respect to any other obligations subject to similar continuing disclosure undertakings;

(i) Between the date hereof and the Closing Date, the District will not, without the prior written consent of the Purchaser, incur any material liabilities, direct or contingent, other than in the ordinary

course of business;

(j) The health facilities are owned or leased and operated by the District. The District has all necessary leases, licenses, permits, accreditations and certifications required to carry on and operate the health facilities. The District has all power and authority to consummate the transactions contemplated by this Bond Purchase Agreement, including the execution, delivery and/or approval of all documents and agreements referred to herein. The District has not received notice of an alleged violation and, to the best of its knowledge, the District is not in violation of any zoning, land use, environmental or other similar law or regulation applicable to any of the District's property or the health facilities that could adversely affect the District's operations or financial condition;

(k) The District is duly authorized and has or will take all necessary action to be taken by it for: (i) the issuance and sale of the Bonds by the District upon the terms and conditions set forth herein and in the Indenture and the approval of the Bonds; and (ii) the execution, delivery and receipt of this Bond Purchase Agreement, the Indenture and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the District to carry out, effect and consummate the transactions contemplated hereby, including but not limited to such certifications as may be necessary to establish and preserve excludability from gross income for federal income tax purposes of interest on the Bonds;

(l) The District's audited financial statements as of June 30, 2019, and for the fiscal year then ended, are a fair presentation of the financial position of the District as of the dates indicated and the results of its operations and changes in its net assets for the periods specified. Since June 30, 2019, there has been no material adverse change in the condition, financial or otherwise, of the District from that set forth in the audited financial statements as of and for the period ended that date; and the District has not, since June 30, 2019, incurred any material liabilities, directly or indirectly, except in the ordinary course of its operations;

(m) The District will not take or omit to take any action that will in any way cause the proceeds from the sale of the Bonds to be applied or result in such proceeds being applied in a manner other than as provided in the Indenture; and

(n) Each representation, warranty or agreement stated in any certificate signed by any official of the District and delivered to the Purchaser on or before the Closing Date shall constitute a representation, warranty or agreement by the District upon which the Purchaser shall be entitled to rely.

**Section 6. Conditions to the Obligations of the Purchaser.** The obligation of the Purchaser to purchase, accept delivery of, and pay for the Bonds on the Closing Date shall be subject to the performance prior to or concurrently with the Closing Date by the District of its obligations to be performed under this Bond Purchase Agreement and the accuracy of the representations and warranties of the District contained herein as of the date hereof and as of the Closing Date, and shall also be subject to the following additional conditions:

(a) On the Closing Date, (i) each of the Indenture and the Bonds shall have been duly authorized, executed and delivered, and each of the foregoing shall be in full force and effect in the form heretofore submitted to the Purchaser and shall not have been amended, modified or supplemented except as may have been agreed to by the Purchaser, (ii) the proceeds of sale of the Bonds shall be paid to the Trustee for deposit or use as described in the Indenture and (iii) there shall have been taken in connection with the issuance of the Bonds and with the transactions contemplated thereby and by this Bond Purchase Agreement all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

(b) Between the date hereof and the Closing Date, the acquisition of the Bonds shall not have been materially adversely affected, in the reasonable judgment of the Purchaser, by reason of any of the following:

(i) legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, the Secretary of the Treasury or any member of Congress, or a decision



rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed), official statement, press release or other form of notice or communication issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States, by the President or other agency of the federal government or members of Congress with the purpose or effect, directly or indirectly, of imposing federal income taxation upon interest as would be received by the owners of the Bonds;

(ii) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency, or there shall have occurred any other outbreak or escalation of hostilities, or a local, national or international calamity or crisis, financial or otherwise, the effect of such outbreak or escalation, calamity or crisis being such as, in the reasonable opinion of the Purchaser, would affect materially and adversely the ability of the Purchaser to market Bonds;

(iii) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(iv) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Purchaser;

(v) an order, decree or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary or proposed), official statement or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that (A) obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended, or (B) the execution and delivery, offering or sale of obligations of the general character of the Bonds, or the execution and delivery, offering or sale of the Bonds, including any or all underlying obligations, as contemplated hereby, is or would be in violation of the federal securities laws as amended and then in effect; or

(vi) there shall have occurred any materially adverse change in the affairs or financial condition of the District.

(c) At or prior to the Closing Date, the Purchaser shall have received the following, in each case satisfactory in form and substance to the Purchaser:

(i) A certificate, dated the Closing Date, signed by an authorized officer of the District to the effect that (A) since June 30, 2019, the District has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position, results of operation or condition of the District, unless arising from transactions in the ordinary course of business; (B) no litigation is pending or, to such officer's best knowledge, after reasonable investigation, threatened (i) to restrain or enjoin the collection of Gross Revenues pledged or to be pledged under the Indenture, (ii) in any way contesting or affecting any authority for the issuance of the Bonds, the validity of the Bonds, the Indenture, the Eleventh Supplemental Indenture, or this Bond Purchase Agreement or the exemption from federal income taxation of interest on the Bonds or (iii) in any way contesting the powers or operations of the District; (C) there has been no change or threatened change in the governmental status of the District; (D) on the Closing Date, no default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default under the Indenture, this Bond Purchase Agreement, or any other material agreement or material instrument to which the District is a party or by which it is or may be bound or to which any of the District's property or other assets is or may be subject; (E) the resolution of the Board of Directors of the District authorizing and approving the execution and delivery of the

Indenture, the Eleventh Supplement, and this Bond Purchase Agreement and the form of the Bonds have been duly adopted by such Board of Directors and have not been modified, amended or repealed; and (F) the representations of the District herein and in the Indenture are true and correct in all material respects as of the Closing Date.

(ii) A certificate, satisfactory in form and substance to the Purchaser, of one or more duly authorized officers of the Trustee, dated the Closing Date, as to the due acceptance, execution and delivery of the Indenture by the Trustee and the due authentication and delivery of the Bonds by the Trustee thereunder.

(iii) The approving opinion, dated the Closing Date, of Bond Counsel, together with a reliance letter addressed to the Purchaser, in a form acceptable to the Purchaser.

(iv) An opinion, dated the Closing Date, addressed to the District and the Purchaser, of Dennis M. Lynch, Attorney at Law, counsel to the District, in a form acceptable to the Purchaser.

(v) A supplemental opinion of Bond Counsel, dated the Closing Date, addressed to the District and the Purchaser to the effect that: (A) this Bond Purchase Agreement has been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by and validity against the Purchaser, is a valid and binding agreement of the District, subject to bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases in the State of California; and (B) the Bonds are not subject to the registration requirements of the Securities Act and the Indenture is exempt from qualification under the Trust Indenture Act, in a form acceptable to the Purchaser.

(vi) A certificate of the Trustee dated the Closing Date, signed by a duly authorized officer of the Trustee, and in form and substance satisfactory to the Purchaser, to the effect that:

(A) the Trustee is a national banking association duly organized and existing under and by virtue of the laws of the United States of America authorized to carry out corporate trust powers and has all necessary power and authority to enter into and perform its duties under the Indenture and to authenticate the Bonds;

(B) the representations of the Trustee in the Indenture are true and correct in all material respects as of the Closing Date;

(C) to the best of its knowledge, no litigation is pending or threatened (either in state or federal courts) (1) to restrain or enjoin the authentication or delivery of any of the Bonds or the collection of Gross Revenues pledged under the Indenture, or (2) in any way contesting or affecting any authority for the authentication or delivery of the Bonds or the validity or enforceability of the Indenture;

(D) the Trustee is duly authorized to authentication and deliver the Bonds to the Purchaser upon instruction by the District pursuant to the terms of the Indenture, and the Indenture constitutes the legal, valid and binding obligations of the Trustee enforceable in accordance with its terms;

(E) to the best of its knowledge, the execution and delivery of the Indenture and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default, of the Trustee's duties under said documents or any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Trustee is subject or by which it is bound; and

(F) the Bonds have been validly authenticated and delivered by the Trustee;

(vii) The opinion of counsel to the Trustee, addressed to the Purchaser and the District,



dated the Closing Date, to the effect that:

(A) the Trustee has been duly organized and is validly existing in good standing as a national banking association under the laws of the United States of America, with full corporate power to enter into the Indenture and to accept the trust as provided therein, and to perform its obligations under the Indenture;

(B) the Trustee has duly authorized, executed and delivered the Indenture and by all proper corporate action has authorized the acceptance of the trust of the Indenture;

(C) assuming the due authorization, execution and delivery by the other parties to the Indenture, the Indenture constitutes the legally valid and binding agreement of the Trustee, enforceable against the Trustee in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws or equitable principles relating to or limiting creditors' rights generally;

(D) the Bonds have been validly authenticated by the Trustee; and

(E) to the best of such counsel's knowledge, no authorization, approval, consent or order of any governmental agency or any other person or corporation is required for the valid authorization, execution and delivery of the Indenture by the Trustee or the authentication by the Trustee of the Bonds;

(viii)

A copy of the general resolution of the Trustee authorizing the execution and delivery of the Indenture;

(ix) A tax certificate and agreement by the District in form and substance satisfactory to Bond Counsel;

(x) A copy of the executed Information Returns for Tax-Exempt Governmental Bond Issues, Form 8038-G (current revision), and evidence of the filing thereof with the Internal Revenue Service regarding the Bonds;

(xi) A certified copy of the resolution of the Board of Directors of the District approving and authorizing the execution and delivery of the Indenture, the Eleventh Supplemental Indenture, and this Bond Purchase Agreement;

(xii) The Certificate of the District required by Section 3.06(b) of the Indenture;

(xiii) Original or certified copies of the documents required pursuant to Section 3.06(c) of the Indenture;

(xiv) The opinion of Bond Counsel, and addressed to the Purchaser, required by Section 3.06(d) of the Indenture;

(xv) Such additional certificates, proceedings, opinions, instruments and other documents as the Purchaser may reasonably request in connection with the transactions contemplated by this Bond Purchase Agreement, including, but not limited to, such additional certificates, proceedings, instruments and opinions as the Purchaser may reasonably request to evidence the consummation of the transactions contemplated by this Bond Purchase Agreement and all matters relating to this Bond Purchase Agreement, the Bonds and the sale thereof, and the Indenture.

If the District shall be unable to satisfy the conditions to the obligation of the Purchaser contained in this Bond Purchase Agreement, or if the obligation of the Purchaser shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be canceled

by the Purchaser, and, upon such cancellation, neither the Purchaser nor the District shall be under any further obligation hereunder except as provided in Section 4 hereof.

*Section 7. Expenses.* All reasonable expenses and costs of the District incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Purchaser, including printing costs, fees and expenses of the Trustee, fees and expenses of consultants and reasonable fees and expenses of Bond Counsel, and counsel to the District and counsel to the Purchaser, along with the California Debt Advisory Commission fees, shall be paid by the District. All fees and expenses to be paid by the District pursuant to this Bond Purchase Agreement may be paid from Bond proceeds to the extent permitted by the Indenture.

*Section 8. Notices.* Any notice or other communication to be given to the District under this Bond Purchase Agreement may be given by delivering the same in writing at the District's address set forth above; any notice or other communication to be given to the Purchaser under this Bond Purchase Agreement may be given by delivering the same in writing to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. The approval of the Purchaser when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the Purchaser and delivered to the District.

*Section 9. Parties in Interest; Survival of Representations and Warranties.* This Bond Purchase Agreement is made solely for the benefit of the District and the Purchaser (including the successors or assigns of the Purchaser), and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements made by the District in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Purchaser, (ii) delivery of and payment for the Bonds hereunder and (iii) any termination of this Bond Purchase Agreement.

*Section 10. Governing Law.* This Bond Purchase Agreement shall be governed by the laws of the State of California.

*Section 11. Miscellaneous.* The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be part hereof.

*Section 12. Counterparts.* This Bond Purchase Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The electronic signature of a party to this Bond Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Bond Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means, and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format (pdf) or other replicating image attached to an email or internet message.

(Signature Page follows)

Sincerely,

By \_\_\_\_\_

The foregoing is hereby accepted as of the date first written above.

**Kaweah Delta Health Care District**

By \_\_\_\_\_

## SCHEDULE A

### REDEMPTION PROVISIONS

*Optional Redemption.* The Bonds are subject to redemption prior to their maturity date, at the option of the District, in whole or in part on any date, on or after June 1, \_\_\_\_\_, at a redemption price equal to the principal amount of Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

(c) *Mandatory Sinking Fund Redemption.* The Bonds are subject to mandatory redemption on June 1 in each year on and after June 1, \_\_\_\_\_, to and including June 1, \_\_\_\_\_, from mandatory sinking fund installments to be paid by the District with respect to each such redemption date, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium, as follows:

Exhibit A

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\$[PAR]

*Draft*

12/11/19

**KAWEAH DELTA HEALTH CARE DISTRICT  
(Tulare County, California)  
Revenue Bonds, Series 2020**

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**BOND PURCHASE AGREEMENT**

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[\_\_\_\_\_, 2020]

Kaweah Delta Health Care District  
400 West Mineral King Avenue  
Visalia, CA 93291

Ladies and Gentlemen:

The undersigned, \_\_\_\_\_ (the “Representative”) on behalf of itself, \_\_\_\_\_, as underwriters (collectively, the “Underwriters”), offers to enter into this Bond Purchase Agreement (the “Bond Purchase Agreement”) with the Kaweah Delta Health Care District (the “District”), which, upon acceptance, will be binding upon the District and the Underwriters. This offer is made subject to the District’s acceptance on or before 11:59 P.M., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered by the Underwriters to the District at any time prior to acceptance. The undersigned Representative has been duly authorized to execute this Bond Purchase Agreement on behalf of the Underwriters and to act hereunder.

The District hereby acknowledges and agrees that (a) the purchase and sale of the Bonds (as defined herein) pursuant to this Bond Purchase Agreement is an arm’s-length commercial transaction between the District and the Underwriters, (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as the agent or fiduciary of the District, (c) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering and sale of the Bonds contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing services to the District on other matters) and the Underwriters have no obligation to the District with respect to the offering and sale of the Bonds contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, and (d) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, in connection with the issuance of the Bonds and the other matters contemplated by this Bond Purchase Agreement.

The District hereby acknowledges receipt from the Underwriters of disclosures required by the Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 (as set forth in MSRB Notice 2012-25 (May 7, 2012), relating to disclosures concerning the Underwriters’ role in the transaction, disclosures concerning the Underwriters’ compensation, conflict disclosures, if any, and disclosures concerning complex municipal securities financing, if any.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the District, and the District hereby agrees to sell to the Underwriters, all (but not less than all) of \$[PAR] aggregate principal amount of Kaweah Delta Health Care District Revenue Bonds, Series 2020 (the “Bonds”), dated as of the date of their delivery, bearing interest and maturing on the dates and in the amounts set forth on Exhibit A attached hereto. The purchase price for the Bonds shall be \$\_\_\_\_\_ (which consists of the principal amount of the Bonds of \$[PAR], less an Underwriters’ discount of \$\_\_\_\_\_, plus an original issue premium of \$\_\_\_\_\_).

(b) Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Indenture, dated as of May 1, 1999 (the “Master Indenture”), by and between the District and The Bank of New York Mellon Trust Company, N.A., as prior trustee (the “Prior Trustee”), as amended and supplemented by that certain First Supplemental Indenture, dated as of June 1, 2003, a Second Supplemental Indenture, dated as of August 1, 2004, a Third Supplemental Indenture, dated as of May 1, 2005, a Fourth Supplemental Indenture, dated as of December 1, 2006, a Fifth Supplemental Indenture, dated as of May 1, 2011, a Sixth Supplemental Indenture, dated as of July 1, 2012 (the “Sixth Supplemental Indenture”), a Seventh Supplemental Indenture, dated as of October 1, 2015 (the “Seventh Supplemental Indenture”), an Eighth Supplemental Indenture, dated as of December 1, 2015 (the “Eighth Supplemental Indenture”), a Ninth Supplemental Indenture, dated as of April 1, 2017 (the “Ninth Supplemental Indenture”), a Tenth Supplemental Indenture, dated as of December 1, 2017 (the “Tenth Supplemental Indenture”), and as further amended and supplemented by that certain the Eleventh Supplemental Indenture, dated as of \_\_\_\_\_ 1, 2020 (the “Eleventh Supplemental Indenture”), between the District and U.S. Bank National Association, as successor trustee (the “Trustee”), (collectively, the “Indenture”).

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in the Indenture

The Bonds shall be limited obligations of the District payable from Revenues (as that term is defined in the Indenture) and secured by a pledge and assignment of the Revenues and of amounts held in the funds and accounts established pursuant to the Indenture (excluding the Rebate Fund established under the Indenture), subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.

The Bonds are authorized pursuant to the provisions of the Local Health Care District Law, constituting Division 23 of the California Health and Safety Code (the “Law”), the Indenture and a resolution adopted by the Board of Directors of the District on December \_\_, 2019 (the “Resolution”).

(c) The proceeds from the sale of the Bonds will be used to (i) provide funds for financing the acquisition, construction, installation and equipping of the District’s facilities, including the purchase and improvement of the Tulare Clinic located at 1000 North Mooney Boulevard, Tulare, California, certain medical equipment and software, and such other facility infrastructure improvements and projects and/or the purchase of equipment, and (ii) pay a portion of the costs and expenses related to the issuance and sale of the Bonds.

(d) At 10:00 A.M., Pacific Daylight time, on \_\_\_\_\_, 2020, or at such earlier or later time or date as shall be agreed by the District and the Representative (such time and date being herein referred to as the “Closing Date”), the District will direct the Trustee to deliver the Bonds to The Depository Trust Company (“DTC”) in New York, New York (or to the Trustee in the event of a Fast Automated Securities Transaction (“F.A.S.T.”)), for the account of the Underwriters (or at such other location as may



be designated by the Representative), the Bonds in the form of a separate single fully-registered Bond for each of the Bond maturities (all Bonds being typewritten and bearing CUSIP numbers), duly executed by the District and authenticated by the Trustee, in \_\_\_\_\_, California, and the other documents herein mentioned; and the Underwriters will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (a) of this Section 1 by wire transfer, payable in immediately available funds (such delivery and payment being herein referred to as the “Closing”). The Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Notwithstanding the foregoing, neither the failure to place CUSIP numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and pay for the Bonds on the Closing Date in accordance with the terms of this Bond Purchase Agreement.

(e) Concurrently with its acceptance hereof, or as soon as practicable but within the time period specified below, the District will deliver to the Underwriters an official statement with respect to the Bonds, dated the date hereof, in substantially the same form as the Preliminary Official Statement (hereinafter defined), with only such changes therein as shall be mutually agreed upon, signed on behalf of the District (such official statement, together with all appendices thereto and any amendments or supplements thereto, is hereinafter referred to as the “Official Statement”). The District hereby authorizes the use by the Underwriters of the Indenture and the Official Statement and the information contained therein in connection with the offering and sale of the Bonds, and consents to and ratifies the use by the Underwriters prior to the date hereof of a preliminary official statement, dated \_\_\_\_\_, 2020 (such preliminary official statement, together with all appendices thereto, is herein referred to as the “Preliminary Official Statement”). The District has heretofore “deemed final” certain portions of the Preliminary Official Statement so as to enable the Underwriters to comply with the provisions of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). The District hereby confirms that the information in the Official Statement is “deemed final” pursuant to said Rule. The District hereby agrees to provide to the Underwriters within seven business days of the date hereof sufficient copies of the Official Statement to enable the Underwriters to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission and with the requirements of Rule G-32 and Rule G-36 of the Municipal Securities Rulemaking Board.

2. Bona Fide Public Offering. The Underwriters agree to make a bona fide public offering of all of the Bonds, at prices not in excess of the initial public offering yields or prices set forth on the cover page of the Official Statement. Subject to Section 3(c), the Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices; provided, however, that the Underwriters may offer a portion of the Bonds for sale to selected dealers who are members of the Financial Industry Regulatory Authority, and the Underwriters reserve the right to change such offering prices or yields as the Underwriters shall deem necessary in connection with the marketing of the Bonds and to offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices or at yields higher than the initial yields set forth on Exhibit A attached hereto. The Underwriters also reserve the right to over-allot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market and to discontinue such stabilizing, if commenced, at any time. None of such activities shall affect the principal amounts, maturity dates, interest rates, redemption or other provision of the Bonds or the amount to be paid by the Underwriters to the District for the Bonds.

3. Establishment of Issue Price.

(a) The Representative, on behalf of the Underwriters, agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District on the Closing Date an “issue price” or similar certificate substantially in the form attached hereto as Exhibit D, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the District and Bond Counsel, to accurately

reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) [Except as otherwise set forth in Schedule 1 attached to Exhibit D hereto,] the District will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Representative shall report to the District the price or prices at which it has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to the District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriters have sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Representative’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the District or bond counsel.] For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) [The Representative confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule 1 attached hereto, except as otherwise set forth therein. Schedule 1 also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Representative agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the District promptly after the close of the fifth (5<sup>th</sup>) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

(d) The Representative confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable:

(A)(1) to report the prices at which each Underwriter sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative,

(B) to promptly notify the Representative of any sales of Bonds that, to its

knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Representative shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) The District acknowledges that, in making the representation set forth in this section, the Representative will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The District further acknowledges that the Representative shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(e) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an Underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Section 3. Further, for purposes of this Section 3:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

4. Representations, Warranties and Agreements of the District. The District represents and warrants to, and agrees with, the Underwriters that:

(a) The District is and will be at the Closing Date duly organized and existing under the Constitution and laws of the State of California as a local health care district with the full power and

authority to issue the Bonds, and to carry out and consummate the transactions contemplated by this Bond Purchase Agreement, the Indenture and the Continuing Disclosure Certificate of the District, dated the Closing Date (the “Disclosure Certificate”);

(b) When delivered to and paid for by the Underwriters at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding limited obligations of the District in conformity with, and entitled to the benefit and security of, the Indenture;

(c) By official action of the District prior to or concurrently with the acceptance hereof, the District has ratified or authorized the distribution of the Preliminary Official Statement, approved and authorized the distribution of the Official Statement, authorized and approved the execution and delivery of, and the performance by the District of the obligations on its part contained in, the Bonds, the Indenture, this Bond Purchase Agreement and the Disclosure Certificate;

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the knowledge of the District, threatened against the District or its properties or operations (i) seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, (ii) in any way contesting or affecting the validity of the Bonds, any proceedings of the District taken concerning the issuance or sale thereof, the pledge or application of any moneys or security provided for the payment of the Bonds, the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or the existence or powers of the District relating to the issuance of the Bonds, or (iii) which, if determined adversely to the interests of the District or its interests, would have a material and adverse effect on the consummation of the transactions contemplated by or the validity of the Indenture, the Disclosure Certificate, the Official Statement or this Bond Purchase Agreement or on the financial condition, properties or operations of the District;

(e) The execution and delivery of the Bonds, the Indenture, the Disclosure Certificate and this Bond Purchase Agreement, and the consummation of the transactions therein and herein contemplated, and the fulfillment of or compliance with the terms and conditions thereof and hereof will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Bond Purchase Agreement or the financial condition, properties or operations of the District or its properties.

(f) The District is not in breach or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or is otherwise subject, which breach or default may have consequences that would materially and adversely affect the consummation of the transactions described in the Indenture, the Disclosure Certificate, this Bond Purchase Agreement or the Official Statement, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a default or an event of default under any such instrument;

(g) Both at the time of acceptance hereof by the District, and at the Closing Date, neither the Preliminary Official Statement nor the Official Statement does or will contain any untrue statement of a material fact or omit any statement or information concerning the District which is necessary to make such statements and information therein, in the light of the circumstances under which they were made, not

misleading in any material respect;

(h) If between the date of this Bond Purchase Agreement and 90 days following the Closing Date any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall notify the Underwriters and if, in the opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will supplement or amend the Official Statement in a form and in a manner approved by the Representative, provided all expenses thereby incurred will be paid by the District. If the Official Statement is so supplemented or amended prior to the Closing, such approval by the Representative of a supplement or amendment to the Official Statement shall not preclude the Underwriters from thereafter terminating this Bond Purchase Agreement, and if the Official Statement is so amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriters may terminate this Bond Purchase Agreement by notification to the District at any time prior to the Closing if, in the reasonable judgment of the Underwriters, such amendment or supplement has or will have a material adverse effect on the marketability of the Bonds.

(i) The District has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position, results of operation or condition, financial or otherwise, of the District since June 30, 2019, which is not described in the Preliminary Official Statement or the Official Statement, whether or not arising from transactions in the ordinary course of business;

(j) Between the date hereof and the date of the Closing, the District will not, without the prior written consent of the Representative, except as described in or contemplated by the Official Statement, incur any material liabilities, direct or contingent, other than in the ordinary course of business;

(k) All approvals, consents, authorizations, certifications and other orders of any governmental authority, board, agency or commission having jurisdiction, and all filings with any such entities, which would constitute conditions precedent to or the failure to obtain which would materially adversely affect the performance by the District of its obligations hereunder or under the Indenture, the Disclosure Certificate or the consummation of the transactions described in the Official Statement have been or will be duly obtained and no further consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the District is or will be required for the issue and sale of the Bonds or the consummation by the District of the other transactions described in this Bond Purchase Agreement and the Official Statement, except as such may be required under the state securities or Blue Sky laws in connection with the distribution of the Bonds by the Underwriters (as to which no representation or warranty is given by the District);

(l) After the Closing, the District will (a) not participate the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Underwriters shall reasonably object in writing or which shall be disapproved by its counsel and (b) for so long as the Underwriters are obligated by Rule 15c2-12 to deliver Official Statements to prospective purchasers, if any event relating to or affecting the District or its present or proposed facilities shall occur as a result of which it is necessary, in the opinion of counsel for the Underwriters, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish to the Underwriters (at the expense of the District for 25 days from the date of Closing, and thereafter at the expense of the Underwriters) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriters) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. For the purposes of this subsection, the District will furnish such information with respect to itself and its present and proposed facilities as the Underwriters may from time to time



reasonably request. Unless otherwise notified by the Underwriters, the District can assume that the underwriting period (as defined in Rule 15c2-12) ends on the Closing Date;

(m) The District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request in order for the Underwriters (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such state and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for distribution of the Bonds; provided, however, that in no event shall the District be required to take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject;

(n) The audited financial statements of the District for the fiscal year ended June 30, 2019 which are referred to in the Preliminary Official Statement and the Official Statement (and summarized in Appendix A thereto), present fairly and accurately the financial condition and operations of the District for that period in accordance with generally accepted accounting principles and on a basis consistent with past accounting practices reflected in the prior fiscal year's audited financial statements; and

(o) The District has complied, in all material respect, with all continuing disclosure obligations it has undertaken, and which have been in effect for the past five years.

The execution and delivery of this Bond Purchase Agreement by the District shall constitute a representation by the District to the Underwriters that the representations, warranties and agreements contained in this Section 4 are true as of the date hereof; provided that as to all matters of law the District is relying on the advice of counsel to the District; and provided further that no member of the governing body of the District shall be individually liable for the breach of any representation, warranty or agreement contained herein.

5. Conditions to the Obligations of the Underwriters. The obligation of the Underwriters to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriters, to the accuracy in all material respects of the representations, warranties and agreements on the part of the District contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the District made in any certificates or other documents furnished pursuant to the provisions hereof, and to the performance by the District of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Official Statement, the Indenture, this Bond Purchase Agreement and the Disclosure Certificate shall be in full force and effect in the form heretofore submitted to the Underwriters, with only such changes as shall be agreed to in writing by the Underwriters, and there shall have been taken in connection with the issuance of the Bonds and with the transactions contemplated thereby and by this Bond Purchase Agreement, all such actions as, in the opinion of Ballard Spahr, LLP, Bond Counsel, shall be necessary and appropriate;

(b) At the Closing Date, the Official Statement, the Indenture, this Bond Purchase Agreement and the Disclosure Certificate shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Representative;

(c) Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth in the Official Statement, of the Bonds shall not have been materially adversely affected, in the judgment of the Representative, by reason of any of the following:

(1) legislation shall have been enacted by the Congress of the United States or the Legislature of the State of California or favorably reported thereto for passage by any Committee to which such legislation has been referred for consideration or be pending before any such Committee or shall have been recommended to the Congress of the United States for passage by the President of the United States or recommended to the Legislature of the State of California for passage by the Governor of the State of California, or a decision shall have been rendered by a court of the United States, including the Tax Court of the United States, or of the State of California, or a ruling or an official release shall have been made or a regulation shall have been proposed or made by the Treasury Department of the United States or the Internal Revenue Service or other federal or State of California authority having jurisdiction over tax matters, with respect to federal or State of California taxation upon revenues or other income of the District or upon interest on obligations of the general character of the Bonds, or other actions or events shall have transpired that would, in the reasonable judgment of the Underwriters, have the purpose or effect, directly or indirectly, of changing the federal or State of California tax consequences of any of the transactions contemplated in connection herewith and that in the reasonable judgment of the Representative, affects materially and adversely (i) the market price or marketability of the Bonds or (ii) the ability of the Underwriters to enforce contracts for the sale of the Bonds;

(2) legislation shall have been enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of competent jurisdiction or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying obligations, are not exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), that the Indenture is not exempt from qualification under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), or that the issuance, offering or sale of the Bonds, including any or all underlying obligations, is or would be in violation of the federal securities laws as amended and then in effect or that suspends the use of the Official Statement or any supplement thereto or any proceeding for such purpose shall have been initiated or threatened in any such court or by any such authority;

(3) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or the engagement in major hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government of or the financial community in the United States;

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(5) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, underwriters;

(6) the withdrawal or downgrading of any rating of the Bonds by a national rating agency or notice having been given by a national rating agency of any intended or potential downgrading or other review or possible change in such rating that does not indicate the direction of such possible change;

(7) any event occurring, or information becoming known which, in the reasonable



judgment of the Underwriters, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

(8) an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency relating to Circular 230 (31 C.F.R. part 10) is issued, made or proposed, that, in the judgment of the Underwriters, affects materially and adversely the market for the Bonds or the market price generally of obligations of the general character of the Bonds.

(d) At or prior to the Closing Date, the Underwriters shall have received the following documents, in each case satisfactory in form and substance to the Representative:

(1) Copies of the Indenture and the Disclosure Certificate, duly executed and delivered by the respective parties thereto, with such amendments, modifications or supplements as may have been agreed to in writing by the Representative;

(2) An approving opinion, dated the Closing Date and addressed to the District, of Ballard Spahr, LLP, Bond Counsel, in substantially the form attached as Appendix D to the Official Statement, together with a letter from said Bond Counsel authorizing the Underwriters to rely on said opinion, and a supplemental opinion in form acceptable to the Representative and the District, dated the Closing Date and addressed to the Underwriters and the District, to the effect that:

(i) the Bond Purchase Agreement has been duly executed and delivered by the District and, assuming due authorization, execution and delivery by the Underwriters, is a valid and binding obligation of the District, subject to laws relating to bankruptcy, insolvency, reorganization arrangement, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against a local health care district in the State of California;

(ii) the statements contained in the Official Statement in the sections thereof entitled: "THE BONDS," "SECURITY FOR THE BONDS," "TAX MATTERS," "EXHIBIT C—SUMMARY OF PRINCIPAL LEGAL DOCUMENTS," and "EXHIBIT D—FORM OF FINAL OPINION OF BOND COUNSEL," insofar as such statements expressly summarize certain provisions of the Bonds, the Indenture, the Disclosure Certificate and Bond Counsel's opinion concerning certain federal tax matters are accurate in all material respects; and

(iii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

(3) An opinion dated the Closing Date and addressed to the District and the Underwriters, of Dennis M. Lynch, Attorney at Law, counsel to the District, in substantially the form attached hereto as Exhibit B.

(4) A certificate of the [Vice President, Chief Financial Officer] of the District, or such other officer as is acceptable to the Representative, dated the Closing Date, to the effect that the representations and agreements of the District contained herein are true and correct in all material

respects as of the Closing Date, and:

(i) no litigation is pending or, to the knowledge of such officer, threatened (a) to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of Revenues pledged under the Indenture, (b) in any way contesting or affecting the authority for the issuance of the Bonds or the validity of the Bonds, the Indenture, the Disclosure Certificate or this Bond Purchase Agreement, or (c) in any way contesting the existence or powers of the District;

(ii) no event affecting the District has occurred since the date of the Official Statement which would cause as of the Closing Date any statement or information contained in the Official Statement to contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading;

(iii) since June 30, 2019, no material and adverse change has occurred in the financial position or results of operations of the District other than as is set forth in the Official Statement;

(iv) the District has not, since June 30, 2019, incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement; and

(v) no proceedings are pending or threatened (1) in any way contesting or affecting the District's status as a local health care district or (2) to subject any income of the District to federal income taxation;

(5) An arbitrage/tax certificate in form satisfactory to Bond Counsel;

(6) A copy of the completed Form 8038-G of the Internal Revenue Service, executed by the District;

(7) Satisfactory evidence that the Bonds have been rated ["\_" by \_\_\_\_\_];

(8) An opinion of Jennings, Strouss & Salmon, P.L.C., as Disclosure Counsel for the District, addressed to the Underwriters, to the effect that, based upon its participation in the preparation of the Official Statement as disclosure counsel and without having undertaken to determine independently the fairness, accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (excluding therefrom the reports, financial and statistical data and forecasts therein, the information with respect to DTC and the book-entry system, the information included in Appendices thereto, as to which no opinion need be expressed) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(9) A certified copy of the Resolution authorizing the execution and delivery of the Bonds, the Indenture, the Disclosure Certificate, the Bond Purchase Agreement and the Official Statement and ratifying the distribution of the Preliminary Official Statement and authorizing distribution of the Official Statement;

(10) A policy of title insurance in form and substance reasonably acceptable to Bond Counsel;

(11) An opinion of counsel to the Trustee in form and substance satisfactory to the Representative and Bond Counsel;

(12) A certificate of the Trustee, dated the Closing Date and signed by an authorized representative of the Trustee, to the effect that:

(i) The Trustee is a duly organized and existing national banking association in good standing under the laws of the United States of America and has all necessary power and authority to enter into and perform its duties under the Indenture;

(ii) The Trustee is duly authorized to enter into the Indenture and has duly executed and delivered the Indenture;

(iii) The Bonds have been duly authenticated and delivered by the Trustee;

(iv) The execution and delivery of the Indenture and the authentication and delivery of the Bonds and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, the Trustee's duties under any law, administrative regulation, court decree, resolution, articles of association, bylaws or other agreement to which the Trustee is subject or by which it is or may be bound; provided, however, the Trustee need not make any representations and warranties with respect to compliance with any federal and state securities laws; and

(v) To the knowledge of the Trustee, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, served upon or threatened against the Trustee, affecting the existence of the Trustee, or the entitlement of its officers to their respective offices or seeking to prohibit, restrain or enjoin the execution and delivery of the Bonds or the collection of revenues pledged or to be pledged to pay the principal, redemption premium, if any, and interest represented by the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Indenture, or the Bonds; or contesting the power or authority of the Trustee to enter into, adopt or perform its obligations under any of the foregoing, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Indenture or the Bonds;

(13) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Representative, Bond Counsel or counsel to the Underwriters may reasonably request to evidence compliance by the District with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the District contained herein, and the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the District shall be unable to satisfy the conditions to the Underwriters' obligations contained in this Bond Purchase Agreement or if the Underwriters' obligations shall be terminated for any reason permitted herein, this Bond Purchase Agreement shall terminate and neither the Underwriters nor the District shall have any further obligation hereunder.

6. Indemnification. To the extent permitted by law, the District agrees to indemnify and hold harmless the Underwriters and each person, if any, who controls (as such term is defined in Section 15 of the Securities Act) the Underwriters against any and all losses, claims, damages, liabilities and expenses (i) arising out of any statement or information in the Preliminary Official Statement or in the Official Statement that is or is alleged to be untrue or incorrect in any material respect or the omission or alleged omission

therefrom of any statement or information that should be stated therein or that is necessary to make the statements therein not misleading in any material respect, and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the District; provided, however, that in no event shall this indemnification agreement inure to the benefit of the Underwriters (or any person controlling the Underwriters) on account of any losses, claims, damages, liabilities or actions founded on any untrue statement or omission contained in the Preliminary Official Statement or Official Statement arising from the sale of the Bonds upon the public offering to any person by the Underwriters if such losses, claims, damages, liabilities or actions arise out of, or are based upon, an untrue statement or omission or alleged untrue statement or omission which is the basis of the loss, claim, damage, liability or action for which indemnification is sought and a copy of the Official Statement had not been sent or given to such person at or prior to confirmation of such sale to him or her, unless such failure to deliver the Official Statement was a result of noncompliance by the District with Section 1(e), Section 2(h) or Section 2(l) hereof. In case any claim shall be made, or action brought against the Underwriters or any controlling person based upon the Official Statement for which indemnity may be sought against the District, as provided above, the Underwriters shall promptly notify the District in writing setting forth the particulars of such claim or action and the District shall assume the defense thereof, including the retaining of counsel acceptable to the District and the payment of all expenses. The Underwriters or any such controlling person shall have the right to retain separate counsel in any such action but shall bear the fees and expenses of such counsel unless (i) the District shall have specifically authorized the retaining of such counsel or (ii) the parties to such suit include the Underwriters or any controlling person or persons, and the District and the Underwriters or controlling person or persons have been advised by such counsel that one or more legal defenses may be available to it or them which may not be available to the District, in which case the District shall not be entitled to assume the defense of such suit notwithstanding its obligation to bear the fees and expenses of such counsel.

7. Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in Section 6 hereof is applicable but for any reason is held to be unavailable from the District, to the extent permitted by law, the District and the Underwriters shall contribute to the aggregate losses, claims, damages and liabilities (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claims asserted, but after deducting any contribution received by the District from persons who control the District within the meaning of the federal securities acts, officers of the District who signed the Official Statement, who may also be liable for contribution) to which the District and the Underwriters may be subject in such proportions that the Underwriters is responsible for that portion represented by the percentage that the underwriting discount set forth in the Official Statement bears to the offering price appearing thereon and the District is responsible for the balance; provided, however, that (i) in no case shall the Underwriters be responsible for any amount in excess of the underwriting discount applicable to the Bonds purchased by the Underwriters pursuant to the Bond Purchase Agreement and (ii) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 7, each person, if any, who controls the Underwriters within the meaning of the federal securities acts, shall have the same rights to contribution as the Underwriters, each person, if any, who controls the District within the meaning of the federal securities acts and each officer of the District who shall have signed the Official Statement shall have the same rights to contribution as the District, subject in each case to clauses (i) and (ii) of this Section 7. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this Section 7, notify such party or parties from whom contribution may be sought, but the omission to so notify such party from whom contribution may be sought shall not relieve the party or parties from whom contribution may be sought from any other obligation or they may have hereunder or otherwise than under this Section 7. No party shall be liable for contribution with respect to any action or claim settled without its consent.

8. Expenses. All reasonable expenses and costs of the District incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriters, including printing costs, fees and expenses of the Trustee, fees and expenses of consultants and reasonable fees and expenses of Bond Counsel, counsel to the District and Disclosure Counsel, shall be paid by the District. All fees and expenses to be paid by the District pursuant to this Bond Purchase Agreement may be paid from Bond proceeds to the extent permitted by the Indenture. All out-of-pocket expenses of the Underwriters, including travel and other expenses, CUSIP Service Bureau charges and California Debt Advisory Commission fees, shall be paid by the Underwriters.

9. Notices. Any notice or other communication to be given to the District under this Bond Purchase Agreement may be given by delivering the same in writing at the District's address set forth above; any notice or other communication to be given to the Underwriters under this Bond Purchase Agreement may be given by delivering the same in writing to [\_\_\_\_\_, Attention:\_\_\_\_\_]. The approval of the Underwriters when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the Representative and delivered to the District.

10. Parties in Interest; Survival of Representations and Warranties. This Bond Purchase Agreement is made solely for the benefit of the District and the Underwriters (including the successors or assigns of the Underwriters), and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements made by the District in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriters, (ii) delivery of and payment for the Bonds hereunder, and (iii) any termination of this Bond Purchase Agreement.

11. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State of California.

12. Miscellaneous. The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be part hereof.

13. Counter parts. This Bond Purchase Agreement may be signed in two or more counterparts (including counterparts represented by facsimile copies and/or containing facsimile signatures); all such counterparts, when signed by all parties, shall constitute but one single agreement.

Sincerely,

By \_\_\_\_\_

The foregoing is hereby accepted as of the date first written above.

**Kaweah Delta Health Care District**

By \_\_\_\_\_

**EXHIBIT A**  
**MATURITY SCHEDULE**

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price
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**REDEMPTION PROVISIONS**

*Optional Redemption.* The 2020 Bonds maturing on or before July 1, 20\_\_, are not subject to redemption prior to their respective stated maturities. The 2020 Bonds maturing on or after July 1, 20\_\_, are subject to redemption prior to their respective stated maturities, at the option of the District, in whole or in part on any date by such maturities as are selected by the District (or if the District fails to designate such maturities, in inverse order of maturity) and by lot within a maturity, on or after July 1, 20\_\_, at a redemption price equal to the principal amount of 2020 Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, plus the premium listed in the following table:

Redemption Period	Redemption Premium
July 1, 20__ through June 30, 20__	%
July 1, 20__ and thereafter	0

**EXHIBIT B**

**FORM OF OPINION OF COUNSEL TO THE DISTRICT**

[Closing Date]

Piper Jaffray & Co.  
11635 Rosewood Street  
Leawood, KS 66211

Ballard Spahr LLP  
1 East Washington Street, Suite 2300  
Phoenix, AZ 85004-2555

Kaweah Delta Health Care District  
400 West Mineral King Ave.  
Visalia, CA 93291

Re: \$[PAR] Kaweah Delta Health Care District Revenue Bonds Series 2020

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Ladies and Gentlemen:

We have served as counsel to the Kaweah Delta Health Care District (the “District”) in connection with the issuance of Kaweah Delta Health Care District Revenue Bonds Series, 2020 (the “Bonds”), by the District in the aggregate principal amount of \$[PAR]. The Bonds are issued pursuant to the provisions of the Local Health Care District Law, constituting Division 23 of the California Health and Safety Code and are issued under and secured by the Indenture, dated as of May 1, 1999 (the “Master Indenture”), by and between the District and The Bank of New York Mellon Trust Company, N.A., as prior trustee (the “Prior Trustee”), as amended and supplemented by that certain First Supplemental Indenture, dated as of June 1, 2003, a Second Supplemental Indenture, dated as of August 1, 2004, a Third Supplemental Indenture, dated as of May 1, 2005, a Fourth Supplemental Indenture, dated as of December 1, 2006, a Fifth Supplemental Indenture, dated as of May 1, 2011, a Sixth Supplemental Indenture, dated as of July 1, 2012 (the “Sixth Supplemental Indenture”), a Seventh Supplemental Indenture, dated as of October 1, 2015 (the “Seventh Supplemental Indenture”), an Eighth Supplemental Indenture, dated as of December 1, 2015 (the “Eighth Supplemental Indenture”), a Ninth Supplemental Indenture, dated as of April 1, 2017 (the “Ninth Supplemental Indenture”), a Tenth Supplemental Indenture, dated as of December 1, 2017 (the “Tenth Supplemental Indenture”), and as further amended and supplemented by that certain the Eleventh Supplemental Indenture, dated as of \_\_\_\_\_ 1, 2020 (the “Eleventh Supplemental Indenture”), between the District and U.S. Bank National Association, as successor trustee (the “Trustee”), supplementing and amending the Master Indenture, (collectively, the “Indenture”). The Bonds are being sold pursuant to a Bond Purchase Agreement, dated \_\_\_\_\_, 2020 (the “Bond Purchase Agreement”), between the District and [Piper Jaffray & Co., Hilltop Securities Inc. and \_\_\_\_\_], as underwriters.

The proceeds from the sale of the Bonds will be used, together with certain other moneys, to (a) provide funds for financing the acquisition, construction, installation and equipping of the District’s facilities, including the purchase and improvement of the Tulare Clinic located at 1000 North Mooney Boulevard, Tulare, California, certain medical equipment and software, and such other facility infrastructure improvements and projects and/or the purchase of equipment, and (b) pay a portion of the costs and expenses related to the issuance and sale of the Bonds.

In connection with this opinion, we have assumed the authenticity of all records, documents, and



instruments submitted to us as originals, the genuineness of all signatures, the legal capacity of natural persons and the conformity to the originals of all records, documents, and instruments submitted to us as copies. We also have assumed that there are no facts or circumstances relating to you that might prevent you from enforcing any of the rights to which our opinion relates. We have based our opinion upon our review of the following records, documents and instruments:

- (a) A copy of the Indenture.
- (b) A copy of the Bond Purchase Agreement.
- (c) A copy of the Disclosure Certificate (hereinafter defined).
- (d) Copies of the Preliminary Official Statement, dated \_\_\_\_\_, 2020 (the “Preliminary Official Statement”) and the Official Statement, dated \_\_\_\_\_, 2020 (the “Official Statement”) relating to the Bonds.
- (e) Resolution No. \_\_\_\_\_ (the “Resolution”) adopted by the District authorizing the execution and delivery of the Bonds and the Transaction Documents (hereinafter defined).

The documents and instruments listed in items (a) through (e) above are collectively referred to herein as the “Transaction Documents.”

Where our opinion relates to our “knowledge,” such knowledge is based upon our examination of the records, documents, instruments, and certificates enumerated or described above and the actual knowledge of attorneys in this firm who are currently involved in substantive legal representation of the District. With your consent, we have not examined any records of any court, administrative tribunal or other similar entity in connection with our opinion. Except as described herein, we have undertaken no investigation or verification of such matters.

Based upon the foregoing and our examination of such questions of law as we have deemed necessary or appropriate for the purpose of this opinion, and subject to the limitations and qualifications expressed below, it is our opinion that:

(1) The District is a local health care district duly existing under the laws of the State of California, has full legal right, power and authority to enter into the Indenture, the Bond Purchase Agreement, the Continuing Disclosure Certificate, dated \_\_\_\_\_, 2020 (the “Disclosure Certificate”) and the Official Statement and to carry out and consummate all transactions contemplated by the Indenture, the Bond Purchase Agreement, the Disclosure Certificate and the Official Statement.

(2) The Official Statement has been duly authorized, executed and delivered by the District.

(3) The Resolution, approving and authorizing the execution of the Indenture, the Bond Purchase Agreement, the Bonds, the Disclosure Certificate and the Official Statement was duly adopted at a meeting of the governing body of the District which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and voted.

(4) To our knowledge, except for litigation disclosed in the Official Statement, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against the District to restrain or enjoin the issuance or delivery of the Bonds or the collection of revenues pledged under the Indenture, contesting any authority for the issuance of the Bonds or the validity of the Bonds, the Indenture, the Disclosure Certificate or the Bond Purchase Agreement, contesting the existence or powers of the District with respect to the issuance of the Bonds or the security therefor wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Official Statement, the Indenture, the Disclosure Certificate, the Bond Purchase Agreement or the validity of the Bonds.

(5) The Bonds, the Indenture, the Official Statement, the Disclosure Certificate and the Bond Purchase Agreement have been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other parties thereto where applicable, are valid and binding limited obligations of the District enforceable in accordance with their terms.

(6) Based upon the information made available to us in the course of our participation in the preparation of the Official Statement as counsel for the District, and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, to our knowledge the Official Statement (excluding therefrom the financial, statistical and economic data or determinations or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions and expressions of opinion, and the information about DTC and the book-entry system included in the Official Statement, as to which we express no opinion) contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

This opinion is limited to the federal laws of the United States of America and the laws of the State of California. We disclaim any opinion as to the laws of any other jurisdiction and we further disclaim any opinion as to any statute, rule, regulation, ordinance, order or other promulgation of any regional or local governmental body. This opinion is based upon the law in effect on the date hereof, and we assume no obligations to revise or supplement this opinion should such law be changed by legislative action, judicial decision, or otherwise. In connection with this opinion letter, we also have assumed the following: (a) consideration has been duly given under the Transaction Documents; (b) the District is the legal, beneficial and record owner of the collateral described in any Transaction Documents and the descriptions of collateral in the Transaction Documents sufficiently describe the collateral intended to be covered by such documents; (c) any lien documents are in suitable form, notarized if required, and duly filed or recorded with the appropriate government offices; (d) the Transaction Documents accurately describe the mutual understanding of the parties thereto, and that there are no oral or written statements that modify, amend, or vary, or purport to modify, amend, or vary, any of the terms of the Transaction Documents; (e) the information, factual matters, representations and warranties contained in the Transaction Documents, records, certificates and other documents we have reviewed are true, correct and complete; and (f) the other parties to Transaction Documents have the proper authority to engage in the transactions contemplated thereunder and at all times have complied and will comply with the Transaction Documents and related documents and with all applicable requirements governing their actions and will act in a commercially reasonable manner.

In connection with this opinion, we advise you that:

A. Enforceability is subject (i) to bankruptcy, insolvency, reorganization, arrangement, moratorium, and other laws of general applicability relating to or affecting creditors' rights, (ii) to general principles of equity, whether such enforcement is considered in a proceeding in equity or at law, (iii) to limitations imposed by applicable law or public policy on the enforceability of the indemnification provisions, and (iv) to the qualification that certain waivers, procedures, remedies, and other provisions of the Transaction Documents may be unenforceable under or limited by applicable law.

B. The enforceability of the Transaction Documents is further subject to the effect of general principles of equity. These principles include, without limitation, concepts of commercial reasonableness, materiality and good faith and fair dealing. These principles require the parties to act reasonably, in good faith and in a manner that is not arbitrary or capricious in the administration and enforcement of the Transaction Documents and will preclude them from invoking penalties for defaults that bear no reasonable relation to the damage suffered or that would otherwise work a forfeiture.

C. The effectiveness of indemnities, rights of contribution, exculpatory provisions and waivers of the benefits of statutory provisions may be limited on public policy grounds.

D. Section 1717 of the California Civil Code provides that, in any action on a contract where the contract specifically provides that attorneys' fees and costs incurred to enforce that contract shall be awarded either to one of the parties or to the prevailing party, then the party who is determined to be the party prevailing in the action, whether that party is the party specified in the contract or not, shall be entitled to reasonable attorneys' fees in addition to other costs.

E. Any provisions of the Transaction Documents requiring that waivers must be in writing may not be binding or enforceable if a non-executory oral agreement has been created modifying any such provision or an implied agreement by trade practice or course of conduct has given rise to a waiver.

F. Section 9109(d)(17) of the California Uniform Commercial Code (the "Code") provides that the secured transactions provisions of the Code do not apply to transfers by a government or governmental unit, and, therefore, the rights and remedies of the Trustee under the Transaction Documents which purport to incorporate rights and remedies under the Code may not be enforceable and as such, we express no opinion on such matters.

G. Any provisions of the Transaction Documents regarding another party's right to apply proceeds of fire or other casualty insurance policies or awards of damages in condemnation proceedings against the District's secured obligations will not be enforceable unless application of such proceeds or damages is reasonably necessary to protect such security interests.

H. We assume that in the enforcement of any lien documents, all parties will act in accordance with applicable statutory and other legal requirements, including applicable case law and that enforcement of rights or remedies thereunder may be limited when imposing fees and charges in the event of default, upon acceleration of the District's obligations for transfers of interests, leases, or grants of junior encumbrances, attempting to secure a deficiency claim before exhausting the secured property or other remedies, among other things.

I. We have further relied on certain representations, warranties and covenants of the District in the Transaction Documents. Any variations may affect the opinions we are giving.

J. In connection with our opinion, we have not reviewed and express no opinion on (i) financial statements or covenants, financial or audit reports or the consents related thereto or similar provisions requiring financial calculations or determinations, (ii) provisions relating to the occurrence of a “material adverse effect” or similar words, or (iii) parole evidence bearing on interpretation or construction.

K. We express no opinion as to: (a) the priority of any lien or security interest created, or purported to be created, by any of the Transaction Documents or the enforceability of any lien in the real property of the District; (b) any securities, tax, anti-trust, land use, export, safety, environmental, hazardous materials, choice of law, insurance company or banking laws, rules or regulations; (c) applicable interest rate limitations of California law for loans or forbearances; or (d) the effect on the District’s obligations, and any other party’s rights, under the Transaction Documents of laws relating to fraudulent transfers and fraudulent obligations set forth in sections 544 and 548 of the federal Bankruptcy Code and sections 3439 et seq. of the California Civil Code.

In rendering our opinion, we are expressing no opinion on the validity of the Bonds.

We furnish this opinion as counsel to the District and only the addressee and Ballard Spahr, LLP may rely upon it. This letter shall not be used, quoted, distributed, circulated or relied upon by any other person or entity for any purpose, without our prior written consent.

Respectfully submitted,

## EXHIBIT C

### ISSUE PRICE CERTIFICATE

**[\$[PAR]]**  
**KAWEAH DELTA HEALTH CARE DISTRICT**  
**Revenue Bonds, Series 2020**

The undersigned, on behalf of [Piper Jaffray & Co. (“Piper”), \_\_\_\_\_, and \_\_\_\_\_], based on the information available to it, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule 1.

2. Initial Offering Price of the Bonds Hold-the-Offering Price Maturities.

(a) Piper offered the Hold-the-Offering Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule 1 (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule 2.

(b) As set forth in the Bond Purchase Agreement, Piper has agreed in writing that, (i) for each Maturity of the Hold-the-Offering Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering- price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. Defined Terms.

(a) “General Rule Maturities” means, the Maturities of the Bonds listed in Schedule 1 as “General Rule Maturities.”

(b) “Hold-the-Offering Price Maturities” means, the Maturities of the Bonds listed in Schedule 1 as “Hold-the-Offering Price Maturities.”

(c) “Holding Period” means, for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Piper has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(d) “Issuer” means the Kaweah Delta Health Care District.

(e) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2020.

(h) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper's interpretation of any laws, including specifically sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. Accordingly, Piper makes no representation as to the legal sufficiency of the factual matters set forth herein. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the arbitrage certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ballard Spahr LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party for any other purpose.

Dated:

\_\_\_\_\_, 2020

[PIPER JAFFRAY & CO.,  
\_\_\_\_\_, and  
\_\_\_\_\_, As Underwriters

By PIPER JAFFRAY & CO., as  
Representative]

By \_\_\_\_\_  
Authorized Officer

SCHEDULE 1

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF  
THE HOLD-THE-OFFERING-PRICE MATURITIES

**[\$PAR]**  
**KAWEAH DELTA HEALTH CARE DISTRICT**  
**Revenue Bonds, Series 2020**

<u>Hold-the- Offering Price Maturities (if Marked)</u>	<u>General Rule Maturities (if Marked)</u>	<u>Maturity (July 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
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SCHEDULE 2

PRICING WIRE OR EQUIVALENT COMMUNICATION