



TAHOE FOREST HOSPITAL DISTRICT

2016-10-27 Regular Meeting of the Board of Directors

2016-10-27

TTUSD

Truckee, CA 96161

Meeting Book - 2016-10-27 Regular Meeting of the Board of Directors

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REGULAR MEETING OF THE BOARD OF DIRECTORS

AGENDA

Thursday, October 27, 2016 at 4:00 p.m.
Tahoe Truckee Unified School District (TTUSD) Office
11603 Donner Pass Rd, Truckee, CA

1. **CALL TO ORDER**

2. **ROLL CALL**

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

4. **INPUT AUDIENCE**

This is an opportunity for members of the public to comment on any closed session item appearing before the Board on this agenda. Please state your name for the record. Comments are limited to three minutes. Written comments should be submitted to the Clerk of the Board 24 hours prior to the meeting to allow for distribution.

5. **CLOSED SESSION**

5.1 Public Employee Performance Evaluation (Government Code § 54957)

Title: Chief Executive Officer

5.2 Hearing (Health & Safety Code § 32155) ♦

Subject Matter: Report of quality assurance/medical audit committee – 2nd Quarter 2016 Quality Dashboard

5.3. Conference with Real Property Negotiator (Gov. Code § 54956.8) ♦

Property Addresses: 10875 Pioneer Trail, Truckee, CA;

Agency Negotiator: Rick McConn

Negotiating Parties: Hidden Lake Properties, Inc. dba Pioneer Commerce Center

Under Negotiation: Price & Terms of Payment for property

5.4. TIMED ITEM – 5:30PM – Hearing (Health & Safety Code § 32155) ♦

Subject Matter: Medical Staff Credentials

5.5 Approval of Closed Session Minutes ♦

09/22/2016, 10/13/2016

5. **DINNER BREAK**

APPROXIMATELY 6:00 P.M.

6. **OPEN SESSION – CALL TO ORDER**

Regular Meeting of the Board of Directors of Tahoe Forest Hospital District
October 27, 2016 AGENDA– Continued

7. REPORT OF ACTIONS TAKEN IN CLOSED SESSION

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

9. INPUT – AUDIENCE

This is an opportunity for members of the public to address the Board on items which are not on the agenda. Please state your name for the record. Comments are limited to three minutes. Written comments should be submitted to the Board Clerk 24 hours prior to the meeting to allow for distribution. Under Government Code Section 54954.2 – Brown Act, the Board cannot take action on any item not on the agenda. The Board may choose to acknowledge the comment or, where appropriate, briefly answer a question, refer the matter to staff, or set the item for discussion at a future meeting.

10. INPUT FROM EMPLOYEE ASSOCIATIONS

This is an opportunity for members of the Employee Associations to address the Board on items which are not on the agenda. Please state your name for the record. Comments are limited to three minutes.

11. ACKNOWLEDGMENTS

- 12.1 October Employee of the Month ATTACHMENT
- 12.2 Blue Life Innovation Award ATTACHMENT

12. TIMED ITEM – 6:15 PM FY 2016 AUDIT PRESENTATION, K-COE ISOM ♦

- 13.1. **FY2016 Audited Financial Statement Report** ATTACHMENT*
The Board of Directors will be presented the audited financial statements and will be taking action to accept.

14. MEDICAL STAFF REPORT ♦

- 14.1. Medical Staff Report..... ATTACHMENT

15. CONSENT CALENDAR ♦

These items are expected to be routine and non-controversial. They will be acted upon by the Board without discussion. Any Board Member, staff member or interested party may request an item to be removed from the Consent Calendar for discussion prior to voting on the Consent Calendar.

- 15.1. **Approval of Minutes of Meetings** ♦
09/22/2016, 10/13/2016..... ATTACHMENT
- 15.2. **Financial Report** ♦
 - 15.2.1. Financial Report- September 2016..... ATTACHMENT
- 15.3. **Resolutions** ♦
 - 15.3.1. 2016-10 SB957 on Design Build..... ATTACHMENT

16. ITEMS FOR BOARD DISCUSSION AND/OR ACTION

- 16.1. **2017 Board Education Calendar** ATTACHMENT
The Board of Directors will review and consider future educational opportunities
- 16.2. **Audit Firm Selection** ♦ ATTACHMENT
The Board of Directors will receive an update and recommendation for approval from the appointed Ad hoc committee for the selection of an Audit Firm and to direct Management to move forward with contract negotiation.
- 16.3. **Agility / Rehab Services Update** ATTACHMENT

16.4. Memorandum of Understanding (MOU) for Employee Association ♦

The Board of Directors will direct Administration to execute the MOU that has been approved by the Employee Association.

16.4.1. Memorandum of Understanding for Employees Association..... ATTACHMENT

16.5. Memorandum of Understanding (MOU for Employee Association of Professionals) ♦

The Board of Directors will direct Administration to execute the MOU that has been approved by the Employee Association of Professionals.

16.5.1. Memorandum of Understanding for Employees Association of Professionals
..... ATTACHMENT

17. DISCUSSION OF CONSENT CALENDAR ITEMS PULLED, IF NECESSARY

18. BOARD COMMITTEE REPORTS/RECOMMENDATIONS FOR DISCUSSION AND/OR ACTION

18.1. Community Benefit Committee Meeting – No Meeting held in October

18.2. Governance Committee Meeting – No Meeting held in October

18.3. Finance Committee Meeting – 10/24/2016 ATTACHMENT

18.4. Quality Committee Meeting – No meeting held in October.

18.5. Personnel Committee Meeting – No meeting held in October.

18.6. CEO Evaluation Committee

19. INFORMATIONAL REPORTS

These reports are provided for information only and not intended for discussion. Any Board Member may request discussion on an item, additional information from staff related to items included in a report, or request a topic be placed on a future agenda for further discussion.

19.1. CEO Strategic Updates ATTACHMENT
CEO will provide updates related to his key strategic initiatives.

19.2. Staff Report(s)

19.2.1. CIO Board Report..... ATTACHMENT

19.2.2. CNO Board Report ATTACHMENT

19.2.3. COO Board Report ATTACHMENT

19.2.4. Marketing Department Update ATTACHMENT

19.2.5. AB2024 Update

20. AGENDA INPUT FOR UPCOMING COMMITTEE MEETINGS

21. ITEMS FOR NEXT MEETING

22. BOARD MEMBERS REPORTS/CLOSING REMARKS

23. MEETING EFFECTIVENESS ASSESSMENT..... ATTACHMENT

The Board will identify and discuss any occurrences during the meeting that impacted the effectiveness and value of the meeting.

Regular Meeting of the Board of Directors of Tahoe Forest Hospital District
October 27, 2016 AGENDA– Continued

24. ADJOURN

The next regularly scheduled meeting of the Board of Directors of Tahoe Forest Hospital District is November 17, 2016 at 11603 Donner Pass Rd., Truckee, CA. A copy of the Board meeting agenda is posted on the District's web site (www.tfhd.com) at least 72 hours prior to the meeting or 24 hours prior to a Special Board Meeting.

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

Note: It is the policy of Tahoe Forest Hospital District to not discriminate in admissions, provisions of services, hiring, training and employment practices on the basis of color, national origin, sex, religion, age or disability including AIDS and related conditions.

Equal Opportunity Employer. The meeting location is accessible to people with disabilities. Every reasonable effort will be made to accommodate participation of the disabled in all of the District's public meetings. If particular accommodations for the disabled are needed (i.e., disability-related aids or other services), please contact the Executive Assistant at 582-3481 at least 24 hours in advance of the meeting.



Employee of the Month, October 2016
Martina Vidaca, Housekeeper- EVS

We are honored to announce Martina Vidaca, Housekeeper, EVS as our October Employee of the Month. Martina is a model employee at the hospital with her positive attitude and dedication to her daily tasks. She is timely and goes out of her way to help others in need whether that be to help clean blood or dirt or discarding big piles of cardboard. Anything Martina does, she does with a smile.

Martina demonstrates excellence in her ability to complete her tasks thoroughly with no complaints. She provides teamwork to her colleagues when she helps them with their Spanish speaking skills. The value of stewardship is demonstrated through her quick response to situations that need immediate attention. We are so lucky to have such a dedicated employee who is determined to enhance the quality of our hospital through her hard work.

Martina meets and exceeds the definition of the TFHS mission and values but most of all has been an asset to our hospital with her positive attitude.

Please join us in congratulating all of our Terrific Nominees!

Jen Tirdel- Clinical Information Analyst, Physician Svcs
Percy Chand- CNA, ECC
Kristen Henderson- RN, Home Health/Hospice
Katie Malone- Resource Specialist, Education
Sheila Sims- DI Assistant, DI



Hospital Council of Northern & Central California

Tahoe Forest Health System

2016 Innovation Challenge Winner

***In recognition of developing innovative approaches to
improving the delivery of health care***

CONFIDENTIAL
 PLEASE DO NOT REPRODUCE OR DISTRIBUTE
 This is a Medical Staff Committee document protected by Sec. 1157 of the Calif. Evidence Code

**MEDICAL EXECUTIVE COMMITTEE
CONSENT AGENDA
 Thursday, October 27, 2016**

REFERRED BY:	AGENDA ITEMS	OVERHEAD/ ATTACHMENT	RECOMMEND
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MEDICAL STAFF	A motion was made, seconded, and carried to recommend approval of the following to the Board of Directors:		
1. Executive Committee	The Executive Committee recommends approval of the following policies and procedures: <ul style="list-style-type: none"> ➤ Revision to Low Volume Policy – Removal of reference to “Refer and Follow” category. ➤ “Immunizations, Vaccinations for Medical Staff and Allied Health Professional Staff” - New 		Recommend approval
2. Executive Committee	Executive Committee recommended approval of the following privilege forms, as revised: <ul style="list-style-type: none"> ➤ Anesthesiology Privileges revised ➤ Orthopedic Surgery Privileges revised ➤ Plastic Surgery Privileges revised ➤ Moderate and Deep Sedation Policy, ANS-1301 		Recommend approval



Current Status: *Pending*

PolicyStat ID: 2830978



TAHOE
FOREST
HEALTH
SYSTEM

Origination Date: 01/2011
Last Approved: 01/2014
Last Revised: 01/2014
Next Review: 3 years after approval
Department: Credentialing and Privileging -
MSCP
Applies To: Incline Village Community
Hospital, Tahoe Forest Hospital

Low Volume Policy, MSCP-11

SCOPE:

Every initial Medical Staff application and every reappointment application shall be reviewed for several elements regarding clinical activity and competency. There shall be adequate data regarding a practitioner's performance to assess their competence. When there is little or no data on their performance at the organization, the practitioner may be considered a low volume practitioner.

POLICY:

It is the policy of Tahoe Forest Hospital District that, Tahoe Forest Hospital ("TFH") and Incline Village Community Hospital ("IVCH") considers granting practitioners with little or no clinical activity, only those privileges for which adequate evidence of the provider's current competence is provided through the credentialing process. This policy will be pursued in parallel with the goal of building and maintaining productive, collaborative relationships between Tahoe Forest Hospital District and providers in the community whose practice includes little or no volume of clinical care in the hospital setting.

- A. The most common type of practitioners who fall into the low volume category are the following.
1. Active members of the medical staff who primarily practice in an ambulatory surgery setting;
 2. Active members of the medical staff who primarily work in an outpatient practice;
 3. Clinically inactive members of the medical staff who are on a Leave of Absence (LOA) who have taken time off or who retired and wish to return to practice;
 4. Locum tenens practitioners.
- B. In accordance with the Medical Staff Bylaws and regulatory standards, relevant elements will be considered for all practitioners to measure clinical competency including but not limited to the following:
1. Licensure history from primary source verification;
 2. Evidence of continuing medical education every two years;
 3. Medical education and post graduate training;
 4. Malpractice insurance and history for 5 years including claims, settlements and judgments;
 5. Documentation of specialty board status in compliance with established departmental credentialing criteria;
 6. Criminal back ground history;

7. Sanction from Medicare/Medicaid;
8. Actions against DEA certificate or state controlled substances certification;
9. Healthcare employment history;
10. Professional references which include peers of which one shall be an individual with the same specialty or field of practice as the applicant/reappointment applicant familiar with his/her practice of medicine, results of peer review activities, and other sources of information regarding current competence for clinical privileges requested.
11. Clinical activity which includes procedure logs with outcomes to support privileges requested. This includes activity logs with outcomes for applicants with privileges but low volume of work at this facility.
12. National Practitioner Data Bank query and response;
13. For reappointment applicants, peer review data via routine review and quality assurance activity.

PROCEDURE:

- A. At the time of appointment and reappointment, the medical staff services office along with the quality and risk department coordinator will compile all the information outlined above and prepare a summary and a profile for review by the department chair;
- B. The department chair will review and make a recommendation to the Medical Executive Committee ("MEC");
- C. If there is insufficient information, and it is deemed that the provider does not meet the minimum threshold criteria, and the hospital and medical staff leadership has deemed that continued membership is important to provide a needed service at the hospital, the MEC may recommend the following:
 1. Information may be requested from another facility including other hospitals or ambulatory surgery centers where the physician practices including volume and outcomes data.
 2. In lieu of sufficient activity at any facility, the medical staff leadership will consider one or more of the following:
 - Additional concurrent proctoring;
 - Additional references;
 - Full orientation (full day);.
 - Co management may be implemented until the hospital's proctoring process confirms current competence. Practitioners granted co management privileges are overseen by a physician who assumes ultimate responsibility for the care of such patients. The level and intensity of oversight will be determined on a case by case basis by the Medical Executive Committee upon the recommendation from the Department based on the practitioner's prior training, recent experience, and the patient risk associated with the specific privileges required for co management.
 - May require physician to attend physician assessment program and/or complete additional and ongoing training sufficient to maintain competence.
- D. Whenever an application contains insufficient peer review results to assess current clinical competence and the decision regarding a practitioner's privileges depends significantly on information contained in professional references, the department chair or designee will actively participate in personally contacting several of the references and in assessing whether or not the information provided by references is

adequate to establish current competence for the requested privileges. This type of application requires a \$500 fee levied to cover the cost of additional evaluation.

- E. The burden is always on the applicant to demonstrate competency. There needs to be sufficient information in which to base an appointment or reappointment. This includes assisting the Hospital in obtaining needed information from other settings in which the applicant practices. If information is not provided that is needed to assess current competency for specific privileges, the practitioner's application for those specific privileges will be considered incomplete and will not be processed. The application for privileges for which sufficient information is available will be processed through the Medical Staff's credentialing process.

Related Policies/Forms:
References: TFHD Medical Staff Bylaws; HFAP 03.01.15,CMS, The Joint Commission, Horty Springer Conference, HCPro, -Credentialing Resource Center
Policy Owner: Director, Medical Staff Services.
Approved by: Executive Committee

All revision dates:

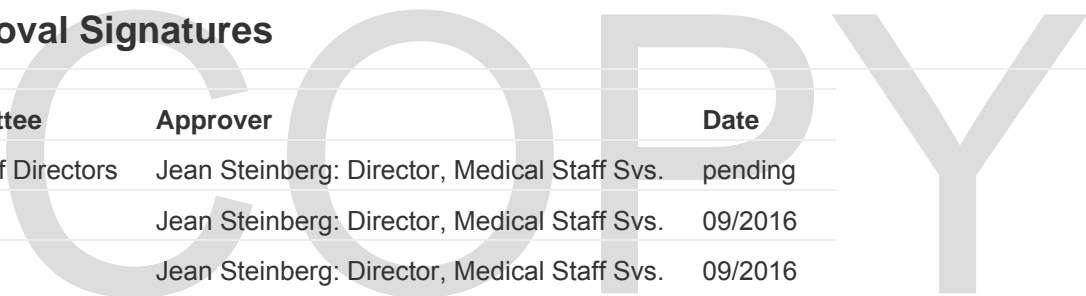
01/2014, 01/2013, 01/2012, 01/2011

Attachments:

No Attachments

Approval Signatures

Committee	Approver	Date
Board of Directors	Jean Steinberg: Director, Medical Staff Svs.	pending
MEC	Jean Steinberg: Director, Medical Staff Svs.	09/2016
	Jean Steinberg: Director, Medical Staff Svs.	09/2016





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SYSTEM

Origination Date:	N/A
Last Approved:	N/A
Last Revised:	N/A
Next Review:	N/A
Department:	Medical Staff - MSGEN
Applies To:	

Immunizations/Vaccinations for Medical Staff and Allied Health Professional Staff

PURPOSE:

The purpose of this policy is to protect the health and safety of employees, patients, family members, and the community as a whole by ensuring that current Medical Staff and Allied Health Staff (*Health Care Professionals) are immune to vaccine preventable diseases.

POLICY:

The Federal Advisory Committee on Immunization Practices (ACIP), the Centers for Disease Control (CDC) and the California Department of Public Health (CDPH) make recommendations for vaccine administration to healthcare personnel. There are no federal or state laws that require healthcare personnel to accept any vaccination. However, those who choose not to be vaccinated must sign a declination form for the particular vaccine. The following vaccines are required per Aerosol Transmissible Disease (ATD) and Blood Borne Pathogen (BBP) standards:

Hepatitis B

- a. Proof of 3 vaccines
- b. OR proof of immunity (do not draw titer unless it is 1-2 months following the 3rd vaccine).
- c. Physician may decline this vaccine, but it is being offered free of charge for those who are at risk of coming in contact with blood and other potentially infectious body fluids.

Measles, Mumps, and Rubella (MMR)

- a. Proof of 2 vaccines
- b. OR laboratory evidence of immunity (Titers)

Varicella (Chicken Pox)

- a. Proof of 2 vaccines
- b. OR history of Varicella from a physician
- c. OR laboratory evidence of immunity

Influenza

- a. Proof of current year's vaccination.
- b. Education on annual influenza is provided at the time of new physician orientation.
- c. Declination of annual influenza requires tht a surgical mask be work while working throughout the flu season as defined by the County Health Officer.

Tddap

- a. Proof of one time vaccination booster.

TB Screening

- a. No previous history of a positive screening
 - i. Two step TB skin test
 - ii. OR Quantiferon blood test result
- b. History of positive TB screening in past:
 - i. Show proof of chest x-ray (one view is acceptable) and provide history of review of symptoms related to TB.
 - ii. Must complete the TB Symptom Review Form annually as the TB screening

Tahoe Forest Hospital District ("TFHD"), through Occupational Health Services, will ensure that all healthcare personnel are offered immunizations/vaccines based on the recommendations and guidelines from ACIP, CDC, and CDPH.

Health Care Professionals ("HCPs") not employed by TFHD may be eligible for MMR, Varicella, Hepatitis B and Tdap vaccines at low or no cost, in accordance with the TFHD policy on Professional Courtesy Discounts for Health Care Professionals.

PROCEDURE:

Medical Staff Services will maintain the record of immunity status for all HCPs not employed by TFHD.

All HCPs will receive a flu/influenza vaccination annually per Tahoe Forest Hospital District policy.

Upon initial credentialing application, applicants are required to provide proof of immunity and TB screening.

All HCPs are required to have an annual TB screening per TFHD.

The District will provide other immunizations on a case by case basis following exposure/events.

If declination of vaccines is requested for religious or other reasons, the request must be in writing and provided to the Medical Staff Services office who will collaborate with Infection Control and Occupational Health to make a determination whether the request is acceptable. Medical Staff Services will maintain a record of the declination documentation for all HCPs not employed by TFHD. If a declination is accepted, restrictions on presence in the facility may be placed on the HCP at any time based upon current exposures.

Those HCPs who do not begin the vaccination schedule or receive a medical exception within 90 days of appointment will have their privileges suspended until they meet this requirement.

All current HCPs will follow the procedures listed above for continuation of privileges.

Special Instructions / Definitions:

*Health Care Professional ("HCPs) means members of the Tahoe Forest Hospital or Incline Village Community Hospital Medical or Allied Health Professional Staff or Residents, or medical students; or, applicants requesting Medical or Allied Health Professional Staff membership and privileges, or Residents who request clinical privileges.

Related Policies/Forms:

References:

Immunization and Immunity Testing Recommendations, California Department of Public Health; AICP guidelines for "Evidence of Immunity", www.cdc.gov/vaccines/hcp/acip-recs/index.html, www.immunize.org/acip, Title 8 Section 5199

All revision dates:

Attachments:

No Attachments

DRAFT

TAHOE FOREST HOSPITAL DISTRICT

Department of Anesthesia Delineated Privilege Request

SPECIALTY: _____

NAME: _____

Check one: Tahoe Forest Hospital (TFH) Incline Village Community Hospital (IVCH)
 Check One: **Initial** **Change in Privileges** **Renewal of Privileges**

To be eligible to request these clinical privileges, the applicant must meet the following threshold criteria:

Basic Education:	MD, DO
Minimum Formal Training:	Successful completion of an ACGME or AOA- approved - <u>accredited</u> residency training program in anesthesiology.
Board Certification:	Board <u>certified or board eligible by the American Board of Anesthesiology</u> required. Current ABA Board Certification (or ABA-<u>AOA</u> equivalent board certification); or attain Board Certification within five years of completion of <u>residency or fellowship</u> training program. <u>Maintain board certification and to the extent required by the specialty board, satisfy recertification requirements.</u> .Maintenance of Board Certification required for reappointment eligibility. Failure to obtain board certification within the required timeframe, or failure to maintain board certification, will result in automatic termination of privileges.
Required Previous Experience: (required for new applicants)	Applicant must be able to document that he/she has managed anesthesia care for 200 hospital cases in the past 24 months (ASAIII or higher). Recent residency or fellowship training experience may be applicable. If training has been completed within the last 5 years, documentation to include letter from program director attesting to competency in the privileges requested including residency/fellowship log. If training completed greater than 5 years ago, documentation will include letter from chairman of department at hospital where you have maintained active staff -privileges attesting to competency in the privileges requested.
Clinical References: (required for new applicants)	Training director or appropriate department chair from another hospital where applicant has been affiliated within the past year; and two additional peer references who have recently worked with the applicant and directly observed his/her professional performance over a reasonable period of time and who will provide reliable information regarding current clinical competence, ethical character and ability to work with others. (At least one peer reference should be a surgeon and one an anesthesiologist.)
Proctoring Requirements:	See specific proctoring requirements <u>in this document</u> .
Other:	<ul style="list-style-type: none"> • Current, unrestricted license to practice medicine in CA and/or NV, <u>as applicable</u>. • Malpractice insurance in the amount of \$1m/\$3m, <u>minimum</u>. • Current, unrestricted DEA certificate in CA (approved for drug schedules 2-5) and/or DEA to practice in NV and an unrestricted Nevada State Board of Pharmacy Certificate, <u>as applicable</u>.- • Ability to participate in federally funded program (Medicare or Medicaid).

If you meet the threshold criteria above, you may request privileges as appropriate to your training and current competence.

TAHOE FOREST HOSPITAL DISTRICT

Department of Anesthesia

Name: _____

Applicant: Place a check in the (R) column for each privilege **Requested**. Initial applicants must provide documentation of the number and types of hospital cases treated during the past 24 months. **Unless otherwise noted, privileges are available at both Hospitals and granting of privileges is contingent upon meeting all general, specific, and threshold criteria defined above.**

Recommending individual/committee must note: (A) = Recommend Approval as Requested. **NOTE:** If conditions or modifications are noted, the specific condition and reason for same must be stated on the last page.

REQUESTED	APPROVED		Estimate # of procedures performed in the past 24 months	Setting	Proctoring	Reappointment Criteria
GENERAL PRIVILEGES - ANESTHESIOLOGY						
<input type="checkbox"/>	<input type="checkbox"/>	<p>BasicCore: History and Physical examinations. Admitting privileges for patients related to anesthesia procedures. Preoperative, intraoperative and postoperative examination, consultation, management, monitoring, evaluation and treatment of patients who are to be rendered unconscious or insensitive to pain during a surgical, obstetrical, dental and/or medical invasive procedure, and treatments that fall within the usual and customary scope of practice of a fully trained general anesthetist. Such privileges include:</p> <ul style="list-style-type: none"> • airway management, including cricothyroidotomy • anesthesia for laser surgery of the airway • cardio-pulmonary resuscitation including tracheal intubation, ventilation, and basic and advanced CPR monitoring • central neuraxial blockage (spinal, epidural) • complicated airway management - fiberoptic bronchoscopy • complicated airway management - retrograde intubation • complicated airway management - transtracheal jet-ventilation • conductive anesthesia procedures to include central axis neural blockade including spinals, epidurals, caudals, spinal and epidural narcotics, and airway management • diagnostic and management of chronic pain • general anesthesia procedures to include inhalation, intravenous, and invasive monitoring • general anesthesia, including monitoring, respiratory therapy, including long-term ventilatory support • Intra osseus Needle insertion • intravenous conscious/moderate sedation • local and regional anesthesia with and without sedation, including topical and infiltration, minor and major nerve blocks • major plexus blocks • management of acute pain • management of common intraoperative <u>anesthesia</u> complications • management of common PACU problems • management of fluid, electrolyte and metabolic parameters • manipulation of body temperature • manipulation of cardiovascular parameters • management of hypovolemia from any cause • peripheral nerve block • Preoperative evaluation/anesthetic 	_____	Inpatient Outpatient	First 5 Cases Proctoring must include at least: 1 spinal 1 epidural 2 generals	200 cases/2 years
<input type="checkbox"/>	<input type="checkbox"/>	<p><u>Tahoe Forest Hospital only</u></p> <ul style="list-style-type: none"> • arterial and central venous cannulation • Management of 1 lung ventilator • obstetrical anesthesia • placement of central venous catheters • pulmonary artery catheter insertion and management consultation • Thoracic epidural 				

TAHOE FOREST HOSPITAL DISTRICT

Department of Anesthesia

Name: _____

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>REMOVAL FROM GENERAL PRIVILEGES: Should applicant's current practice limitations or current competence exclude performance of any privileges specified in the list of core privileges, please indicate here. Applicant and/or MEC must document reasons for exclusion.</p> <p>_____</p> <p>_____</p>				
		<p>SELECTED PROCEDURES</p> <p>These privileges will require documentation of experience and training prior to approval in addition to requirements outlined above.</p>	Estimate # of procedures performed in the past 24 months	Setting	Proctoring	Reappointment Criteria
<input type="checkbox"/>	<input type="checkbox"/>	<p>Pain Management: Admission, consultation, diagnosis, treatment, and management of painful syndromes, including post traumatic musculoskeletal pain, myofascial pain syndrome, cancer pain, reflex sympathetic dystrophies by the use of nerve blocks; drug therapy. The following procedures are included:</p> <ul style="list-style-type: none"> • Lumbar sympathetic block • Stellate ganglion block <p>Required Additional Criteria:</p> <p><input type="checkbox"/> Evidence of 12 months residency devoted to Pain Management ; or a formalized fellowship in Pain Management which included workup, diagnosis and treatment of pain problems; or ABA board certification with added qualification in Pain Management; or</p> <p><input type="checkbox"/> Evidence of successful performance of at least 10 invasive pain management procedures during past 24 months (e.g.: nerve blocks).</p> <p>Activity level required for initial and renewal.</p>	_____	Inpatient Outpatient	2	5
<input type="checkbox"/>	<input type="checkbox"/>	<p>Fluoroscopy Current Department of Health Services fluoroscopy certificate (required in CA only)</p>	_____	Both hospitals	none	Maintain current certificate (CA only)
		<p>ADDITIONAL PRIVILEGES: A request for any additional privileges not included on this form must be submitted to the Medical Staff Office and will be forwarded to the appropriate review committee to determine the need for development of specific criteria, personnel & equipment requirements.</p>				
		<p>EMERGENCY: In the case of an emergency, any individual who has been granted clinical privileges is permitted to do everything possible within the scope of license, to save a patient's life or to save a patient from serious harm, regardless of staff status or privileges granted.</p>				

I certify that I meet the minimum threshold criteria to request the above privileges and have provided documentation to support my eligibility to request each group of procedures requested. I understand that in making this request I am bound by the applicable bylaws and/or policies of the hospital and medical staff.

Date

Applicant's Signature

TAHOE FOREST HOSPITAL DISTRICT
Department of Anesthesia

Name: _____

DEPARTMENT CHAIR REVIEW

I certify that I have reviewed and evaluated this individual's request for clinical privileges, the verified credentials, quality data and/or other supporting information. Based on the information available and/or personal knowledge, I recommend the practitioner be granted:

- privileges as requested privileges with modifications (see attached description of modifications) do not recommend (explain)

Modifications or Other Comments:

Medical Executive Committee: _____ (date of Committee review/recommendation)

- privileges as requested privileges with modifications (see attached description of modifications) do not recommend (explain)

Board of Directors: _____ (date of Board review/action)

- privileges as requested privileges with modifications (see attached description of modifications) do not recommend (explain)

Department Review Dates: 6/16/06, 11/2013; 6/2014; _____
Medical Executive Committee: 7/10/2006, 11/2013; 6/2014
Board of Directors: 7/23/2006, 11/2013; 6/2014

TAHOE FOREST HOSPITAL DISTRICT
Department of Surgery
Delineated Clinical Privilege Request

SPECIALTY: ORTHOPEDIC SURGERY

NAME: _____
(Please print)

Check one or both: **Tahoe Forest Hospital (TFH)** **Incline Village Community Hospital (IVCH)**
Check one: **Initial** **Change in Privileges** **Renewal of Privileges**

To be eligible to request these clinical privileges, the applicant must meet the following threshold criteria:

BasicCore Education:	MD, DO
Minimum Formal Training:	Successful completion of an ACGME or AOA- approved - <u>accredited</u> residency training program in orthopedic surgery.
Board Certification:	Board <u>certified or board eligible by the American Board of Orthopedic Surgery qualification</u> required. (or AOA equivalent Board - ABOS); or attain Board Certification within five years of completion of <u>residency or fellowship</u> training program. <u>Maintain board certification and to the extent required by the specialty board, satisfy recertification requirements.</u> Once board certification is obtained, board recertification is at the option of the physician.
Required Previous Experience: (required for new applicants)	Applicant must be able to document that he/she has managed orthopedic care for 100 hospital orthopedic surgery cases in the past 24 months. Recent residency or fellowship training experience may be applicable. If training has been completed within the last 5 years, documentation will be requested from program director attesting to competency in the privileges requested including residency/fellowship log. If training completed greater than 5 years ago, documentation will be requested from chairman of department at hospital where you have maintained active staff privileges attesting to competency in the privileges requested. Applicants have the burden of producing information deemed adequate by the Hospital for a proper evaluation of current competence, and other qualifications and for resolving any doubts.
Clinical Competency References: (required for new applicants)	Training director or appropriate department chair from another hospital where applicant has been affiliated within the past year; and two additional peer references who have recently worked with the applicant and directly observed his/her professional performance over a reasonable period of time and who will provide reliable information regarding current clinical competence, ethical character and ability to work with others. At least one peer reference must be an orthopedic surgeon. <u>Medical Staff Office will request information.</u>
Proctoring Requirements:	See "additional criteria" listed with procedures for specific proctoring requirements. Where applicable, additional proctoring, evaluation may be required if minimum number of cases cannot be documented.
Other:	<ul style="list-style-type: none"> • Current, unrestricted license to practice medicine in CA and/or NV • Malpractice insurance in the amount of \$1m/\$3m, <u>minimum.</u> • Current, unrestricted DEA certificate in CA (approved for all drug schedules) and/or DEA to practice in the (NV) with an unrestricted Nevada State Board of Pharmacy Certificate • Ability to participate in federally funded program (Medicare or Medicaid).

If you meet the threshold criteria above, you may request privileges as appropriate to your training and current competence.

TAHOE FOREST HOSPITAL DISTRICT

Department of Surgery

Name: _____

TAHOE FOREST HOSPITAL DISTRICT

Department of Surgery

Name: _____

Applicant: Place a check in the (R) column for each privilege Requested. Initial applicants must provide documentation of the number and types of hospital cases treated during the past 24 months. Unless otherwise noted, privileges are available at both Hospitals and granting of privileges is contingent upon meeting all general, specific, and threshold criteria defined above.

Recommending individual/committee must note: (A) = Recommend Approval as Requested. **NOTE:** If conditions or modifications are noted, the specific condition and reason for same must be stated on the last page.

REQUESTED	APPROVED	GENERAL PRIVILEGES - ORTHOPEDIC SURGERY	Estimate # of procedures performed in the past 24 months	Setting	Proctoring	Reappointment Criteria
<input type="checkbox"/>	<input type="checkbox"/>	<p>BasicCore-Core History and Physical examinations. Admitting privileges for patients related to orthopedic procedures including swing admissions.</p> <p>BasicCore privileges in orthopedic surgery include the ability to admit, work up, and provide nonsurgical and surgical care to patients of all ages to correct or treat various conditions, illnesses, injuries, and disorders of the musculoskeletal system, its articulations and associated structures, including joints, ligaments, and tendons and the provision of consultation.</p> <p>BasicCore privileges also include the performance of procedures in the following areas:</p> <ul style="list-style-type: none"> • Amputation • Arthrodesis • Arthroplasty • Arthroscopy • Arthrotomy, ligament repair and/or reconstruction of joints (ankle, knee, hip, shoulder, elbow, wrist, hand) • Casting • Closed reduction • Excision of ganglion/mass • Laceration repair • Management of benign and malignant tumors • Metastatic disease • Microdissection • Orthotics and prosthetics • Osteotomy • Peripheral nerve surgery • Repair of tendons, primary or secondary • Simple and complex suture repair and excision of benign skin lesions • Skin grafting • Tenotomy • Wounds major 	_____	Both Hospitals	First case proctored and four add'l cases proctored of various procedures	50 cases/2 years
<input type="checkbox"/>	<input type="checkbox"/>	Surgical Assist Only				
<input type="checkbox"/>		<p>REMOVAL FROM BASICCORE PRIVILEGES: Should applicant's current practice limitations or current competence exclude performance of any privileges specified in the list of basicCore privileges, please indicate here. Applicant and/or MEC must document reasons for exclusion.</p> <p>_____</p> <p>_____</p> <p>_____</p>				

TAHOE FOREST HOSPITAL DISTRICT

Department of Surgery

Name: _____

REQUESTED	APPROVED	SELECTED PROCEDURES These privileges will require documentation of experience and training prior to approval in addition to requirements outlined above.	Estimate # of procedures performed in the past 24 months	Setting	Proctoring	Reappointment Criteria
<input type="checkbox"/>	<input type="checkbox"/>	Intravenous Procedural Sedation – See attached criteria Successful completion of conscious sedation written exam	NA		Take and pass the test	Maintain privileges requiring this procedure
<input type="checkbox"/>	<input type="checkbox"/>	<p>Spinal procedures – cross out any procedures not applied for:</p> <ul style="list-style-type: none"> • Anterior endoscopic spine surgery • Discectomy • Fusion with or without instrumentation • Laminectomy • Scoliosis surgery • Spinal decompression • Outpatient spine surgery <p>Documentation of one year fellowship in spinal surgery with documentation provided by training director (or program completion documentation if over 5 years) and/or current competence references from facility where procedures are currently being performed. Minimum of 100 procedures performed within last two years.</p> <p><input type="checkbox"/> Kyphoplasty Documentation of completion of spine fellowship program in spinal surgery and completion of Kyphon Inc. training course including</p> <ul style="list-style-type: none"> • Indications, techniques, outcomes, complications • Anatomy • Hands-on laboratory experience (provide documentation of course) <p>Provide documentation of performing at least 10 cases with acceptable success and complication rates submitted in case listing. Letter of reference will be obtained from director of program and department chair where applicant most recently practiced.</p>	_____	TFH only	First case to be proctored and evaluated Plus 4 add'l cases	50 assorted cases/2 years
<input type="checkbox"/>	<input type="checkbox"/>	<p>Use of Laser – what type: _____ (must currently be available at hospital)</p> <p>_____ Included in residency/fellowship program (will-must be confirmed) _____ Documentation of course inc. hands on surgery and evaluation of procedures performed</p>	_____	TFH only	First 2 cases proctored	2 cases/2 years
<input type="checkbox"/>	<input type="checkbox"/>	<p>Reimplantation Documentation of training in this area with documentation provided by training program/director.</p> <p>Documentation of hand surgery fellowship and recent experience</p>	_____	TFH only	First 2 cases proctored	20 cases/2 years

TAHOE FOREST HOSPITAL DISTRICT

Department of Surgery

Name: _____

<input type="checkbox"/>	<input type="checkbox"/>	Fluoroscopy Current Department of Health Services fluoroscopy certificate (required in CA only)	_____	Both hospitals	none	Maintain current certificate (CA only)
		ADDITIONAL PRIVILEGES: A request for any additional privileges not included on this form must be submitted to the Medial Staff Office and will be forwarded to the appropriate review committee to determine the need for development of specific criteria, personnel & equipment requirements.				
		EMERGENCY: In the case of an emergency, any individual who has been granted clinical privileges is permitted to do everything possible within the scope of license, to save a patient's life or to save a patient from serious harm, regardless of staff status or privileges granted.				

I certify that I meet the minimum threshold criteria to request the above privileges and have provided documentation to support my eligibility to request each group of procedures requested. I understand that in making this request I am bound by the applicable bylaws and/or policies of the hospital and medical staff.

Date

Applicant's Signature

DEPARTMENT CHAIR REVIEW

I certify that I have reviewed and evaluated this individual's request for clinical privileges, the verified credentials, quality data and/or other supporting information. Based on the information available and/or personal knowledge, I recommend the practitioner be granted:

- privileges as requested privileges with modifications (see attached description of modifications) do not recommend (explain)

Date

Department Chair Signature

Modifications or Other Comments:

- privileges as requested privileges with modifications (see attached description of modifications) do not recommend (explain)

Medical Executive Committee: _____ (date of Committee review/recommendation)

- privileges as requested privileges with modifications (see attached description of modifications) do not recommend (explain)

Board of Directors: _____ (date of Board review/action)

Form Approval/Revision Dates:

Department: 3/12/07; 5/07; 9/09

Medical Executive Committee: 3/21/07; 5/07

Board of Directors: 3/27/07; 5/07

TAHOE FOREST HOSPITAL DISTRICT
Department of Surgery
Delineated Clinical Privilege Request

SPECIALTY: PLASTIC SURGERY

NAME: _____

Please print

Tahoe Forest Hospital (TFH) only

Check one:

- Initial** **Change in Privileges** **Renewal of Privileges**

To be eligible to request these clinical privileges, the applicant must meet the following threshold criteria:

BasicCore Education:	MD, DO
Minimum Formal Training:	Successful completion of an ACGME or AOA-approved residency training program in Plastic Surgery.
Board Certification:	Board qualification-certified or board eligible by the American Board o Plastic surgery required-(or AOA equivalent board); Current ABMS Board Certification in Plastic Surgery; or attain Board Certification within five years of completion of <u>residency or fellowship</u> training program. <u>Maintain board certification and to the extent required by the specialty board, satisfy recertification requirements.</u> Maintenance of Board Certification required for reappointment eligibility. Failure to obtain board certification within the required timeframe, or failure to maintain board certification, will result in automatic termination of privileges.
Required Previous Experience: (required for new applicants)	Applicant must be able to document that he/she has performed 100 plastic surgery procedures in the past 12 months. Recent residency or fellowship training experience may be applicable. If training has been completed within the last 5 years, documentation will be requested from program director attesting to competency in the privileges requested including residency/fellowship log. If training completed greater than 5 years ago, documentation will be requested from chairman of department at hospital where you have maintained active staff privileges attesting to competency in the privileges requested.
Clinical Competency References: (required for new applicants)	Training director or appropriate department chair from another hospital where applicant has been affiliated within the past year; and two additional peer references who have recently worked with the applicant and directly observed his/her professional performance over a reasonable period of time and who will provide reliable information regarding current clinical competence, ethical character and ability to work with others. (At least one peer reference must be a plastic surgeon.) <u>Medical Staff Office will request information.</u>
Proctoring Requirements:	See "Proctoring New Applicants" listed with procedures for specific proctoring requirements. Where applicable, additional proctoring, evaluation may be required if minimum number of cases cannot be documented.
Other:	<ul style="list-style-type: none"> • Current, unrestricted license to practice medicine in CA • Malpractice insurance in the amount of \$1m/\$3m, <u>minimum</u> • Current, unrestricted DEA certificate in CA (approved for all drug schedules). • Ability to participate in federally funded program (Medicare or Medicaid).

If you meet the threshold criteria above, you may request privileges as appropriate to your training and current competence.

TAHOE FOREST HOSPITAL DISTRICT

Department of Surgery – Plastic Surgery **Name:** _____

Applicant: Place a check in the (R) column for each privilege **Requested**. Initial applicants must provide documentation of the number and types of hospital cases treated during the past 24 months. **Granting of privileges is contingent upon meeting all general, specific, and threshold criteria defined above.**

Recommending individual/committee must note: (A) = Recommend Approval as Requested. **NOTE:** If conditions or modifications are noted, the specific condition and reason for same must be stated on the last page.

REQUESTED	APPROVED	GENERAL PRIVILEGES – PLASTIC SURGERY	Estimate # of procedures performed in the past 24 months	Setting	Proctoring See below plus add'l cases at discretion of proctor	Reappointment Criteria If no cases, add'l proctoring may be required
<input type="checkbox"/>	<input type="checkbox"/>	<p>BasicCore privileges in plastic surgery: Admitting privileges (including swing admissions), history and physical, work-up, and performance of surgical procedures for patients of all ages presenting with both congenital and acquired defects including the functional and aesthetic management and the provision of consultations, plus all procedures listed here.</p> <p>Perform procedures in the following areas::</p> <ul style="list-style-type: none"> • Treatment of skin neoplasms, diseases and trauma <ul style="list-style-type: none"> - Benign and malignant lesions of the skin and soft tissue - Reconstructive grafts and flaps - Scar revisions - Laser therapy for vascular lesions • Surgery of the breast <ul style="list-style-type: none"> - Breast reconstruction -breast irrigation and debridement - Breast reduction - Breast biopsy - Congenital anomalies - Mastectomy (subcutaneous and simple) • Treatment of facial diseases and injuries, including maxillofacial structures <ul style="list-style-type: none"> - Facial fractures including the mandible - Nose deformity - Ear deformity - Jaw deformity - Eyelid deformity - Cleft lip and palate deformity - Craniofacial surgery - Skull base surgery - Facial deformity and wound treatment - Tumors of the head and neck • Surgery of the hand and extremities <ul style="list-style-type: none"> - Hand wounds - Tendon injuries - Fractures of the hand and wrist - Carpal tunnel syndrome (endoscopic and open) - Dupytren's contracture - Surgery for rheumatoid arthritis - Congenital anomalies - Tumors of the bones and soft tissue • Reconstructive microsurgery <ul style="list-style-type: none"> - Microvascular flaps and grafts/free tissue transfer - Reimplantation and revascularization of the upper and lower extremities and digits - Reconstruction of peripheral nerve injury • Reconstruction of congenital and acquired defects of the trunk and genitalia <ul style="list-style-type: none"> - Vaginal reconstruction - Repair of penis deformities • Cosmetic surgery <ul style="list-style-type: none"> - Body contouring - Facial contouring - Breast augmentation - Breast lift (mastopexy) - Cosmetic rhytidectomy - Cosmetic rhinoplasty 	_____	TFH	First case proctored and 4 add'l cases proctored of various procedures	Provision of services for at least 50 patients in past two years.

TAHOE FOREST HOSPITAL DISTRICT

Department of Surgery – Plastic Surgery

Name: _____

REQUESTED	APPROVED		Estimate # of procedures performed in the past 24 months	Setting	Proctoring	Reappointment Criteria
		GENERAL PRIVILEGES – PLASTIC SURGERY			See below plus add'l cases at discretion of proctor	If no cases, add'l proctoring may be required
		<ul style="list-style-type: none"> - Cosmetic blepharoplasty - Subcutaneous injections - Skin peeling and dermabrasion - Vein injection sclerotherapy - Endoscopic cosmetic surgery - Laser therapy for vascular and cutaneous lesions 				
<input type="checkbox"/>	<input type="checkbox"/>	<p>REMOVAL FROM BASICCORE PRIVILEGES: Should applicant's current practice limitations or current competence exclude performance of any privileges specified in the list of basicCore privileges, please indicate here. Applicant and/or MEC must document reasons for exclusion.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>				
		SELECTED PROCEDURES				
		These privileges will require documentation of experience and training prior to approval in addition to requirements outlined above.	Estimate # of procedures performed in the past 24 months	Setting	Proctoring	Reappointment Criteria
			See below plus add'l cases at discretion of proctor	If no cases, add'l proctoring may be required		
<input type="checkbox"/>	<input type="checkbox"/>	Intravenous Procedural Sedation (see attached credentialing criteria)	NA	TFH	Successful completion of competency test	Maintain privileges requiring this procedure
<input type="checkbox"/>	<input type="checkbox"/>	Liposuction: Included in residency or fellowship (will be confirmed), OR documentation of comprehensive liposuction course with certified CME.	_____	TFH	First 2 cases observed	2 cases/2 years
<input type="checkbox"/>	<input type="checkbox"/>	Laser Procedures (including laser resurfacing): Documentation of evidence of appropriate training in use and safety of laser and recent experience	_____	TFH	First 2 cases observed	2 cases/2 years
<input type="checkbox"/>	<input type="checkbox"/>	Microsurgery: Documentation of successful completion of approved fellowship in microsurgery and recent experience	_____	TFH	First 2 cases observed	5 cases in 2 years
<input type="checkbox"/>	<input type="checkbox"/>	Fluoroscopy: Current State of California Department of Health Services fluoroscopy certificate is required for endoscopic and vascular privileges	_____	TFH	None	maintain current certificate
		ADDITIONAL PRIVILEGES: A request for any additional privileges not included on this form must be submitted to the Medical Staff Office and will be forwarded to the appropriate review committee to determine the need for development of specific criteria, personnel & equipment requirements.				



Origination Date:	N/A
Last Approved:	N/A
Last Revised:	N/A
Next Review:	N/A
Department:	Nursing Services - ANS
Applies To:	System

Moderate and Deep Sedation, ANS-1301

PURPOSE:

- A. To establish guidelines for the care of the adult or pediatric patient receiving moderate or deep sedation for a procedure;
- B. To assure optimal outcomes for all patients receiving procedural sedation;
- C. To provide standards of care maintained throughout all areas of the hospital and across multiple disciplines.

POLICY:

- A. All patients who receive procedural sedation shall be provided a safe and comparable level of care consistent with, or in excess of, the minimum recognized standards for such procedures.
- B. The administration of procedural sedation will be directed and supervised by a qualified physician.
- C. All physicians directing and supervising the administration of procedural sedation shall be appropriately privileged by the Tahoe Forest Hospital District (TFHD) Medical Staff department.
 - 1. Administration of Propofol sedation by a non-anesthesiologist requires an additional competency as directed by Medical Staff.
 - 2. Administration of Nitrous Oxide at Incline Village Community Hospital Emergency Department requires an additional competency as directed by Medical Staff.
- D. All Registered Nurses (RN's) who administer procedural sedation and/or monitor the sedated patient will have completed the appropriate procedural sedation competencies, and will have current ACLS (for Adult Procedural Sedation) and PALS (for Pediatric Procedural Sedation) certification.
- E. Patients will be classified for sedation by the physician using the following ASA Classifications:
 - 1. Class I: Normal, healthy patient;
 - 2. Class II: Patient with mild systemic disease – No functional limitations; has a well-controlled disease of one body system; controlled hypertension or diabetes without systemic effects; cigarette smoking without chronic obstructive pulmonary disease (COPD); mild obesity; pregnancy;
 - 3. Class III: Patient with severe systemic disease – Some functional limitation; has a controlled disease of more than one body system or one major system; no immediate danger of death; controlled congestive heart failure (CHF); stable angina; old heart attack; poorly controlled hypertension; morbid obesity; chronic renal failure; bronchospastic disease with intermittent symptoms;
 - 4. Class IV: Patient with severe systemic disease that is a constant threat to his/her life – Has at least one severe disease that is poorly controlled or at end stage; possible risk of death; unstable angina; symptomatic COPD; symptomatic CHF; hepatorenal failure;
 - 5. Class V: Moribund patient not expected to survive without the operation - Not expected to survive > 24 hours without surgery; imminent risk of death; multiorgan failure; sepsis syndrome with hemodynamic instability; hypothermia; poorly controlled coagulopathy.
- F. Nursing Services will administer procedural sedation and monitor the patient who is ASA Class I or Class II and for Class III on a case by case basis.
 - 1. The RN or physician may request an anesthesia consult to determine the need for Monitored Anesthesia Care (MAC) by an Anesthesia Provider for the following:
 - a. ASA Class III or above;
 - b. Patients who present with conditions that may contraindicate nurse-administered/monitored sedation including, but not limited to, obesity, airway obstruction, severe snoring/ obstructive sleep apnea, poorly controlled asthma, chronic pulmonary

problems, poorly controlled gastroesophageal reflux (GERD), failed sedation history, poly-pharmacy history, or anticipated increased length or difficulty of case;

- c. Patients for whom the RN and physician cannot agree on the appropriate ASA classification(s).

~~RN's are not permitted to administer anesthetic agents (including etomidate, ketamine and Propofol) by any route for procedural sedation.~~

- ~~a. RN's may prepare and label anesthetic agents for administration by the physician and may monitor patients receiving these medications.~~

G. An Anesthesia provider will administer sedation for the patient who is:

1. ASA Class III based on RN or physician assessment of patient condition.
2. ASA Class IV or V.
3. Pregnant or an OB patient undergoing a procedure on the OB unit with risk of hemorrhage.
4. Patient not meeting NPO guidelines per NPO Guidelines for Elective or Scheduled Procedures policy (DPS-55).

H. Anesthetic agents, including etomidate, ketamine and Propofol, may only be administered by an Anesthesia provider or appropriately privileged physician.

1. RNs may prepare and label anesthetic agents for administration by the physician and may monitor patients receiving these medications.
2. RN's are not permitted to administer anesthetic agents, including subsequent doses administered during a procedure, by any route for procedural sedation.

I. When Propofol is administered for sedation, the physician performing the procedure and a second provider qualified to manage the airway will be present.

J. A pre-sedation assessment will be performed for each patient receiving procedural sedation. See paragraph 2.0 under "Procedure".

K. For non-emergent cases, the History & Physical and Consent will be on the patient's chart prior to administration of procedural sedation and/or beginning the procedure.

1. For emergent cases in the ED, the patient must be assessed by the physician prior to administration of sedation. The written H & P may be completed at a later time.

L. Sufficient numbers of qualified staff will be present to evaluate the patient, assist with the procedure, provide the sedation, and monitor and recover the patient. See ~~paragraph 5~~ Procedure. 0 under "Procedure".

M. A "Time Out" will be conducted prior to starting the procedure in ~~accordance with TFHS policy~~ per Time Out for Procedures Done Outside the OR (ANS-114).

N. Each patient's physiological status will be monitored based on the type of sedation administered.

O. When deep sedation occurs unexpectedly, a physician and a practitioner qualified to manage the airway and respiratory status will be required to be maintained at the bedside.

- ~~1. One practitioner qualified to manage the airway will be at the bedside.~~
- ~~2. A physician is required to be at the bedside.~~

P. The patient's status is assessed immediately after the procedure and/or the administration of procedural sedation.

Q. All patients will be scored post-procedure by the RN on the Procedural Sedation Record utilizing the "Scoring Criteria for Discontinuation of Sedation Monitoring".

PEDIATRIC PATIENTS:

A. For the purposes of this policy, in order to determine appropriate medication dosing, patients receiving procedural sedation will be categorized as follows:

1. Adult: patients over 16 years of age;
2. Pediatric: patients under age 12 years;
3. Patients between the ages of 12 and 16 years will be assessed individually to determine if they fall into the "Adult" or "Pediatric" category.

B. For pediatric patients under 5 years of age requiring procedural sedation, Monitored Anesthesia Care (MAC) with an Anesthesia Provider will be considered by the physician responsible for the procedural sedation.

1. In the event of a medical necessity involving a pediatric patient less than 5 years of age, an RN with procedural sedation competency and current PALS certification can administer procedural sedation if a physician with procedural sedation/anesthesia privileges is in attendance.

C. Children under the age of 12 years who are undergoing an MRI will receive MAC, (Monitored Anesthesia Care), administered by an Anesthesia Provider.

EXCEPTIONS TO THIS POLICY: This policy does not apply to the following:

A. ~~For pediatric patients under 5 years of age requiring procedural sedation, Monitored Anesthesia Care (MAC) with an Anesthesia Provider will be considered by the physician responsible for the procedural sedation~~

1. ~~In the event of a medical necessity involving a pediatric patient less than 5 years of age, an RN with procedural sedation competency and current PALS certification can administer procedural sedation if a physician with procedural sedation/anesthesia privileges is in attendance.~~

B. ~~Children under the age of 12 years who are undergoing an MRI will receive MAC, (Monitored Anesthesia Care), administered by an Anesthesia Provider.~~

C. ~~This policy does not apply to the following:~~

1. ~~Epidural anesthesia/analgesia given for patients in labor.~~

2. ~~Patients receiving medication administered for Light/Minimal sedation as defined in 7.1. These patients will be assessed as appropriate for the medication administered.~~

GOALS:

A. ~~The indications and primary goals of procedural sedation include:~~

1. ~~Tranquilization/mood alteration: to allay the patient's fear/anxiety about the procedure to be performed.~~

2. ~~Pain management: to provide an adequate level of analgesia by elevating the pain threshold with minimal changes in vital signs.~~

3. ~~Partial amnesia: to reduce unpleasant memories of the procedure.~~

4. ~~Safety: to provide a rapid, safe return to the ambulatory/pre-procedure state.~~

A. Epidural anesthesia/analgesia given for patients in labor.

B. Patients receiving medication administered for Light/Minimal sedation as defined below. These patients will be assessed as appropriate for the medication administered.

C. Rapid Sequence Intubation (RSI), continuous analgesia infusions or continuous sedation infusions for ventilated patients.

D. Immediate threat to life or limb when Anesthesia provider is indicated, but is unavailable.

1. A Rapid Response or Code Blue/ Code White should be called if needed to notify qualified staff: Respiratory Therapist: RN with sedation competency and ACLS/ PALS; appropriately privileged physician if indicated to administer anesthetic agents.

a. The portable monitor with ETCO2 will be brought from the ICU for patient monitoring during the emergency sedation if ETCO2 is not available in the unit.

PROCEDURE:

A. Pre-Procedure Patient Education:

1. At a minimum, the following topics will be covered:

a. Review of planned procedure and goals of sedation.

b. NPO Instructions, for non-urgent/non-emergent procedures, ~~refer to Policy # NPO Guidelines for Elective or Scheduled Procedures policy (DPS-55, "NPO Guidelines for Elective or Scheduled Procedures")~~.

c. The requirement to have a responsible adult drive the out-patient home post-procedure.

d. Explanation of expected changes in behavior due to sedation.

e. Review of out-patient post-procedure discharge instructions, with patient signature where applicable.

f. Review of procedure-specific discharge instructions, diagnosis, and follow-up (where applicable).

B. Pre-Procedure Assessment:

1. NPO status

a. The patient must meet NPO guidelines per NPO Guidelines for Elective and Scheduled Procedures policy (DPS-55).

b. If the patient's NPO status falls outside of the parameters specified by policy, an Anesthesia Provider will be notified to administer sedation or the procedure will be delayed until the patient has met the NPO guidelines.

i. If an Anesthesia Provider is not available, see Exceptions to this Policy above.

2. A pre-procedure assessment will be performed by an RN and documented prior to the beginning of procedural sedation. The assessment will include, but is not necessarily limited to:

a. Vital signs, including a pain assessment;

~~Skin condition, temperature;~~

b. Level of consciousness;

c. Height, weight, age;

d. Current medications, drug and food allergies;

i. For Propofol sedation, the patient will be assessed for egg, yolk, or soy allergy.

e. ~~Verification of NPO status.~~

~~i. If the patient's NPO status falls outside of the parameters specified in Policy #DPS-55, "NPO Guidelines for Elective or Scheduled Procedures", then the physician responsible for the sedation will document the medical necessity to proceed on the patient's chart.~~

Verification of NPO status.

3. The RN will also review and verify the following information from the patient's History & Physical, paying particular attention to the following:

a. The patient's medical and surgical history;

b. History of previous experiences with anesthesia and/or procedural sedation;

c. Any history of airway problems, such as sleep apnea, asthma, head and neck abnormalities, cervical spine disease or trauma;

d. Present complaints and diagnosis;

e. Nicotine/alcohol use;

f. Recreational drug use;

g. Narcotic tolerance.

4. The physician directing and supervising the administration of procedural sedation will assess and document the patient's ASA Classification based on the criteria listed above and the Mallampati Airway Classification.

a. Verification of Mallampati Airway Classification: Patient is examined upright, head neutral, maximum mouth opening, maximum tongue protrusion.

i. Class 1: Full visibility of tonsils, uvula and soft palate.

ii. Class 2: Visibility of hard and soft palate, upper portion of tonsils and uvula.

iii. Class 3: Soft and hard palate and base of the uvula are visible.

iv. Class 4: Only Hard Palate visible.

b. The physician will also assess neck flexion, head/neck extension, verification of loose teeth and/or dentures.

~~For the purposes of this policy, in order to determine appropriate medication dosing, patients receiving procedural sedation will be categorized as follows:~~

~~a. Adult: patients over 16 years of age;~~

~~b. Pediatric: patients under age 12 years;~~

~~c. Patients between the ages of 12 and 16 years will be assessed individually to determine if they fall into the "Adult" or "Pediatric" category.~~

C. Intravenous Access:

1. Venous access will be established for all cases using IV medications.

a. IV access will be continuously maintained until the patient meets discharge criteria.

D. Emergency equipment and medications:

1. The following will be available in the area where sedation is being administered:

- a. Adult or pediatric code cart as appropriate with defibrillator;
 - b. Reversal agents.
2. Difficult airway carts are maintained at both Tahoe Forest Hospital and Incline Village Community Hospital. Practitioners administering procedural sedation and/or monitoring the procedural sedation patient will be familiar with these carts and their locations.
- a. At TFH: Equipment room, Surgery Department;
 - b. At IVCH: PACU.
3. When deep sedation with propofol is being performed by a physician/anesthesiologist, the following equipment will be readily available in the area where the sedation is being administered:
- a. Suction: set up, turned on, with suction device attached, function tested;
 - b. Bag valve mask device, with mask sized appropriately for the patient;
 - c. Laryngoscope blade, with light checked;
 - d. ET tube with stylet or LMA sized for the patient;
 - e. OPA's in appropriate sizes for the patient.
- E. Intra-Procedure:
1. While procedural sedation is being administered and the procedure is being performed, a minimum of two persons will be in constant attendance, one of whom is a privileged physician and one of whom is a qualified physician, (see paragraphs 2.RN or Anesthesia provider 0 and 3.0 under Policy section above), and one of whom is a qualified RN (see paragraph 4.0 under Policy section above).
 2. Medications:
 - a. Medications and dosing for sedation will be administered in accordance with Tahoe Forest Pharmacy IV Administration Guidelines.
 - b. The RN will document all medications administered, including dose, route, and time(s).
 - c. Once the recommended total dose is given, additional dosing will be based on patient assessment, response to sedation (not to exceed moderate sedation when deep sedation could occur), and physician discretion.
 3. The patient will be continuously monitored by an RN. Monitoring parameters are listed for each type of sedation in Appendix 1 for adults and Appendix 2 for pediatrics. Monitoring and documentation will include:
 - a. Blood pressure;
 - b. Heart rate and EKG rhythm;
 - c. Respiratory rate;
 - d. SpO₂;
 - e. ETCO₂;
 - f. Level of consciousness/sedation scale.
 4. Oxygen will be available and administered per Appendix 1 for Adults and Appendix 2 for Pediatrics.
- F. Post-procedure:
1. The following will be monitored continuously post procedure until the patient has a total score of 7, without any zeros in any category, and with a score of 2 in both the Airway and Respiratory categories, using the "Scoring Criteria for Discontinuation of Sedation Monitoring" on the Procedural Sedation Record.
 - a. Blood pressure;
 - b. Heart rate and EKG rhythm;
 - c. Respiratory rate;
 - d. SpO₂;
 - e. ETCO₂;
 - f. Level of consciousness/sedation scale.
 2. A minimum of 2 hours must elapse after the last administration of reversal agents (naloxone/Narcan and flumazenil/Romazicon), before discontinuing SpO₂ monitoring to ensure that patients do not become re-sedated after reversal agents have abated.
- G. DEFINITIONS:

1. Light/Minimal Sedation (Anxiolysis): A drug-induced state during which patients respond normally to verbal commands. Although cognitive function and coordination may be impaired, ventilatory and cardiovascular functions are unaffected.
2. Moderate Sedation / Analgesia: A drug-induced depression of consciousness during which patients respond purposefully to verbal commands, either alone or accompanied by light tactile stimulation. No interventions are required to maintain a patent airway and spontaneous ventilation is adequate. Cardiovascular function is usually maintained.
3. Deep Sedation / Analgesia: A drug-induced depression of consciousness during which patients cannot be easily aroused, but respond purposefully following repeated or painful stimulation. The ability to independently maintain ventilatory function may be impaired. Patients may require assistance in maintaining a patent airway and spontaneous ventilation may be inadequate. Cardiovascular function is usually maintained.
4. Anesthesia: Consists of general anesthesia and spinal or major regional anesthesia. It does not include local anesthesia. General anesthesia is a drug-induced loss of consciousness during which patients are not arousable, even by painful stimulation. The ability to independently maintain ventilatory function is often impaired. Patients often require assistance in maintaining a patent airway and positive pressure ventilation may be required because of depressed spontaneous ventilation or drug-induced depression of neuromuscular function. Cardiovascular function may be impaired. Anesthesia is delivered by a competent Anesthesia Provider or MD.

Related Policies/Forms: [NPO Guidelines for Elective and Scheduled Procedures policy \(DPS-55\)](#); MRI-procedural Sedation/Observation-Nursing support-Anesthesia (ANS-93); Time-Out for Invasive Procedures Done Outside the OR (ANS-114); Time Out for Surgical and Invasive Procedures (DPS-27)

References: AORN, ASPAN, ASA and ENA guidelines; 42 CFR 416.42, 482.52(a); Title 22 Sections 70213, 70233, 70263, 70237(a)(3)

Policy Owner: Chair of Nursing Leadership Council

Approved by: Chief Nursing Officer

Appendix 1 ADULT Monitoring Requirements

Sedation	BP, HR, RR (minimum frequency)	LOC	SpO2	ET CO2	ECG	Oxygen	Personnel available in area of sedation	Emergency Equipment available in Other area of sedation
Moderate Sedation/ Deep Sedation	Q 10	Monitored continuously Documented Q10 minutes		Per MD Order	RN Physician	Crash Cart Suction (checked) BVM in patient-appropriate size		
Sedation with Propofol (Applies to all Procedural Sedations involving Propofol)	Q 5	Monitored continuously Documented Q5 minutes		Per MD Order	RN Physician 2 nd Physician or RT to monitor airway	Crash Cart Suction (checked) BVM in patient-appropriate size	Non-anesthesiologists supervising administration of propofol must have completed the competency for propofol sedation	
Nitrous Oxide (IVCH ER Only)		Refer to Nitrous Oxide policy (DED-229) for monitoring requirements						

Appendix 2 PEDIATRIC Monitoring Requirements

Sedation	BP, HR, RR (minimum frequency)	LOC	SpO2	ET CO ₂	ECG	Oxygen	Personnel available in area of sedation	Emergency Equipment available in Other area of sedation
Moderate Sedation/ Deep Sedation	Q 10	Monitored continuously Documented Q10 minutes		Per MD Order	Physician RN In MRI sedation provided by Anesthesia in pediatrics <12 yrs	Crash Cart Suction (checked) BVM in patient-appropriate size	Physician must calculate dosages by patient weight (kg) and determine which reversal agents should be available with the appropriate dose calculated	
Nitrous Oxide (IVCH ER Only)		Refer to Nitrous Oxide policy (DED-229) for monitoring requirements						

All revision dates:

04/2016, 03/2016, 12/2015

Attachments:

 [Image 01](#)



REGULAR MEETING OF THE BOARD OF DIRECTORS

DRAFT MINUTES

Thursday, September 22, 2016 at 4:00 p.m.

Tahoe Truckee Unified School District (TTUSD) Office
11603 Donner Pass Rd, Truckee, CA

1. CALL TO ORDER

Meeting was called to order at 4:01 p.m.

2. ROLL CALL

Board: Charles Zipkin, M.D., Board President; Gregory Jellinek, M.D., Vice President; Dale Chamblin, Treasurer; John Mohun, Secretary; Karen Sessler, M.D., Board Member

Staff: Harry Weis, Chief Executive Officer; Crystal Betts, Chief Financial Officer; Karen (Gancitano) Baffone, Chief Nursing Officer; Ted Owens, Executive Director of Governance and Business Development; Martina Rochefort, Clerk of the Board

Other: David Ruderman, Assistant General Counsel

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

Items 5.3, 13.1 and 15.2 were removed from the agenda.

4. INPUT AUDIENCE

No public comment was received.

Open Session recessed at 4:05 p.m.

5. CLOSED SESSION

Discussion was held on privileged items.

6. DINNER BREAK

APPROXIMATELY 6:00 P.M.

7. OPEN SESSION – CALL TO ORDER

Open Session reconvened at 6:06 p.m.

8. REPORT OF ACTIONS TAKEN IN CLOSED SESSION

No reportable action was taken on Items 5.1., 5.2. and 5.4. Item 5.3. was removed from the Closed Session agenda. Items 5.5. and 5.6 were both approved by the Board of Directors by unanimous vote.

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

Items 13.1., 15.2. and 15.4. were removed from the agenda.

10. INPUT – AUDIENCE

No public comment was received.

11. INPUT FROM EMPLOYEE ASSOCIATIONS

No public comment was received.

12. ACKNOWLEDGMENTS

12.1. 2016 CALNOC Annual Performance Excellence Awards

12.2. Natalie Buchman was TFHD’s September Employee of the Month.

13. MEDICAL STAFF REPORT

13.1. Medical Staff Report

No discussion was held. Item was removed from the agenda.

14. CONSENT CALENDAR

These items are expected to be routine and non-controversial. They will be acted upon by the Board without discussion. Any Board Member, staff member or interested party may request an item to be removed from the Consent Calendar for discussion prior to voting on the Consent Calendar.

14.1. Approval of Minutes of Meetings

08/24/2016, 08/25/2016

14.2. Financial Report

14.2.1. Financial Report- August 2016

14.3. Contracts

14.3.1. Robert Mancuso, M.D. – Professional Services Agreement

14.3.2. David Kitts, M.D. – Professional Services Agreement

14.3.3. Ephraim Dickinson, M.D. – Professional Services Agreement

14.3.4. Kevin Cahill, M.D. – First Amendment to Call Coverage Agreement

14.4. Resolutions

14.4.1. 2016-08 Ad Hoc Committee for Auditor Selection

14.5. Tahoe Forest Health System Foundation

14.5.1. Quarterly Foundation Update

14.5.2. Board Member Nominations

14.6. Medical Staff Bylaws Revisions

14.6.1. Medical Staff Bylaws

14.6.2. Medical Staff Rules and Regulations

Director Mohun pulled item 14.3 for discussion.

ACTION: Motion made by Director Mohun, seconded by Director Jellinek, to accept the Consent Calendar as presented without Item 14.3.

AYES: Directors Sessler, Mohun, Chamblin, Jellinek and Zipkin

NAYS: None

Abstention: None

15. ITEMS FOR BOARD DISCUSSION AND/OR ACTION

15.1. TFHD Professional Courtesy Policy

The Board of Directors reviewed and considered for approval a Professional Courtesy Policy.

Discussion was held.

ACTION: Motion made by Director Sessler, seconded by Director Zipkin, to approve the Professional Courtesy Policy as presented.

AYES: Directors Sessler, Mohun, Chamblin, Jellinek and Zipkin

NAYS: None

Abstention: None

15.2. Memorandum of Understanding (MOU) for Employee Associations

No discussion was held. Item was removed from the agenda.

15.3. Memorandum of Understanding

The Board of Directors reviewed and considered for approval of a Memorandum of Understanding for Grant Award to the North Tahoe Family Resource Center and Family Resource Center of Truckee.

Discussion was held.

ACTION: Motion made by Director Sessler, seconded by Director Chamblin, to approve the Memorandum of Understanding as presented.

AYES: Directors Sessler, Mohun, Chamblin, Jellinek and Zipkin

NAYS: None

Abstention: None

15.4. EPIC Contract

No discussion was held. Item was removed from the agenda.

16. DISCUSSION OF CONSENT CALENDAR ITEMS PULLED, IF NECESSARY

Discussion was held on Item 14.3.

No public comment was received.

ACTION: Motion made by Director Sessler, seconded by Director Zipkin, to approve the contracts under Item 14.3. of the Consent Calendar as presented.

AYES: Directors Sessler, Mohun, Chamblin, Jellinek and Zipkin

NAYS: None

Abstention: None

17. BOARD COMMITTEE REPORTS/RECOMMENDATIONS FOR DISCUSSION AND/OR ACTION

17.1. Community Benefit Committee Meeting – 09/08/2016

Director Sessler provided an update from the recent Community Benefit Committee.

17.2. Governance Committee Meeting – 09/14/2016

Director Jellinek provided an update from the recent Governance Committee.

17.3. Finance Committee Meeting – No meeting held in September.

17.4. Quality Committee Meeting – No meeting held in September.

17.5. Personnel Committee Meeting – No meeting held in September.

18. INFORMATIONAL REPORTS

These reports are provided for information only and not intended for discussion. Any Board Member may request discussion on an item, additional information from staff related to items included in a report, or request a topic be placed on a future agenda for further discussion.

18.1. CEO Strategic Updates

18.2. Staff Report(s)

18.2.1. CIO Board Report

18.2.2. CNO Board Report

18.2.3. COO Board Report

No discussion was held.

19. AGENDA INPUT FOR UPCOMING COMMITTEE MEETINGS

No discussion was held.

20. ITEMS FOR NEXT MEETING

The Board of Directors would like an update on orthopedics.

21. BOARD MEMBERS REPORTS/CLOSING REMARKS

No discussion was held.

Open Session recessed at 6:40 p.m.

22. CLOSED SESSION CONTINUED

Discussion was held on privileged items.

23. OPEN SESSION

24. REPORT OF ACTIONS TAKEN IN CLOSED SESSION, IF NECESSARY

No actions were taken in continued closed session.

25. MEETING EFFECTIVENESS ASSESSMENT

No discussion was held on this item.

26. ADJOURN

Meeting adjourned at 7:39 p.m.



SPECIAL MEETING OF THE BOARD OF DIRECTORS

DRAFT MINUTES

Thursday, October 13, 2016 at 2:00 p.m.

Tahoe Forest Hospital, Eskridge Conference Room
10121 Pine Ave, Truckee, CA

1. CALL TO ORDER

Meeting was called to order at 2:03 p.m.

2. ROLL CALL

Board: **Charles Zipkin**, M.D., Board President; **Gregory Jellinek**, M.D., Vice President; **Dale Chamblin**, Treasurer; **John Mohun**, Secretary; **Karen Sessler**, M.D., Board Member

Staff: **Harry Weis**, Chief Executive Officer; **Crystal Betts**, Chief Financial Officer; **Jake Dorst**, Chief Information & Innovation Officer; **Ted Owens**, Executive Director of Governance and Business Development; **Paige Thomason**, Director of Marketing & Communication **Sarah Jackson**, Executive Assistant; **Jeff Rosenfeld**, Project Manager

Other: David Ruderman, Assistant General Counsel (via phone)

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

None

4. INPUT AUDIENCE

None

Open Session recessed at 2:05 p.m.

5. CLOSED SESSION

Discussion was held on privileged items.

6. OPEN SESSION – CALL TO ORDER

Open Session reconvened at 2:19 p.m.

7. REPORT OF ACTIONS TAKEN IN CLOSED SESSION

No reportable action was taken on Item 5.1.

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

None

9. ITEMS FOR BOARD DISCUSSION AND/OR ACTION

9.1. Bond Resolution 2016-09

The Board of Directors reviewed and considered for approval a Bond Resolution #2016-09.

Discussion was held.

ACTION: Motion made by Director Sessler, seconded by Director Zipkin to adopt the resolution #2016-09.

AYES: Directors Sessler, Mohun, Chamblin, Jellinek and Zipkin

NAYS: None

Abstention: None

9.2. Health Information System Restructure

The Board of Directors reviewed and considered for approval the Health Information Systems Restructure with the approval of the Mercy EPIC Contract.

Discussion was held.

ACTION: Motion made by Director Jellinek, seconded by Director Zipkin, to accept the contract and statement of work with the changes provided, and authorize the CEO to execute the contract.

AYES: Directors Sessler, Mohun, Chamblin, Jellinek and Zipkin

NAYS: None

Abstention: None

Open Session recessed at 2:34p.m.

10. CLOSED SESSION

Discussion was held on privileged items.

11. OPEN SESSION

Open Session reconvened at _____ p.m.

12. REPORT OF ACTIONS TAKEN IN CLOSED SESSION

No actions were taken in continued closed session.

13. BOARD MEMBERS REPORTS/CLOSING REMARKS

No discussion was held.

14. MEETING EFFECTIVENESS ASSESSMENT

No discussion was held on this item.

15. ADJOURN

Meeting adjourned at _____ p.m.

**TAHOE FOREST HOSPITAL DISTRICT
SEPTEMBER 2016 FINANCIAL REPORT
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7	THREE MONTHS ENDING SEPTEMBER 2016 STATEMENT OF NET POSITION KEY FINANCIAL INDICATORS
8	TFHD STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
9 - 10	TFHD NOTES TO STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
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12	IVCH STATEMENT OF REVENUE AND EXPENSE
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16 - 30	TFH AND IVCH VOLUMES INCLUDING GRAPHS

SEPTEMBER 2016 FINANCIAL NARRATIVE

The following is the financial narrative analyzing financial and statistical trends for the three months ended September 30, 2016.

Activity Statistics

- ❑ TFH acute patient days were 392 for the current month compared to budget of 346. This equates to an average daily census of 13.07 compared to budget of 11.53.
- ❑ TFH Outpatient volumes were above budget in the following departments by at least 5%: Emergency Department visits, Home Health visits, Endoscopy procedures, Laboratory tests, Mammography, Radiation Oncology procedures, MRI exams, Ultrasounds, Cat Scans, PET CT, Pharmacy units, Oncology drugs, Physical Therapy, Speech Therapy, and Occupational Therapy.
- ❑ TFH Outpatient volumes were below budget in the following departments by at least 5%: Oncology Lab, and Nuclear Medicine exams.

Financial Indicators

- ❑ Net Patient Revenue as a percentage of Gross Patient Revenue was 51.8% in the current month compared to budget of 54.0% and to last month's 50.3%. Current year's Net Patient Revenue as a percentage of Gross Patient Revenue is 53.7%, compared to budget of 54.1% and prior year's 57.3%.
- ❑ EBIDA was \$1,004,263 (4.8%) for the current month compared to budget of \$565,361 (3.0%), or \$438,902 (1.8%) above budget.
- ❑ Cash Collections for the current month were \$10,478,661 which is 88% of targeted Net Patient Revenue.
- ❑ Gross Days in Accounts Receivable were 54.5, compared to the prior month of 56.7. Gross Accounts Receivables are \$34,400,802 compared to the prior month of \$35,432,293. The percent of Gross Accounts Receivable over 120 days old is 20.89%, compared to the prior month of 20.38%.

Balance Sheet

- ❑ Working Capital Days Cash on Hand is 27.1 days. S&P Days Cash on Hand is 185.8. Working Capital cash decreased \$1,675,000. Cash collections fell short of target by 12%. Accounts Payable decreased \$1,829,000 and Accrued Payroll & Related Liabilities increased \$508,000.
- ❑ Net Patients Accounts Receivable decreased approximately \$95,000. Cash collections were at 88% of target and days in accounts receivable were 54.5 days, a 2.20 days decrease.
- ❑ To comply with GASB No. 63, the District booked an adjustment to the asset and offsetting liability to reflect the fair value of the Piper Jaffray swap transaction at the close of September.
- ❑ Accounts Payable decreased \$1,829,000 due to the timing of the final check run in September.
- ❑ Accrued Payroll & Related Costs increased \$508,000 in September. The increase is related to 13 days of accrual at the end of September.

September 2016 Financial Narrative

Operating Revenue

- ❑ Current month's Total Gross Revenue was \$20,992,591, compared to budget of \$18,970,106 or \$2,022,486 above budget.
- ❑ Current month's Gross Inpatient Revenue was \$5,512,469, compared to budget of \$5,392,258 or \$120,211 above budget.
- ❑ Current month's Gross Outpatient Revenue was \$15,480,123 compared to budget of \$13,577,848 or \$1,902,275 above budget. Volumes were up in some departments and down in others. See TFH Outpatient Activity Statistics above.
- ❑ Current month's Gross Revenue Mix was 36.4% Medicare, 19.4% Medi-Cal, .0% County, 2.9% Other, and 41.3% Insurance compared to budget of 34.2% Medicare, 17.8% Medi-Cal, .0% County, 3.6% Other, and 44.4% Insurance. Last month's mix was 37.6% Medicare, 18.5% Medi-Cal, .0% County, 2.8% Other, and 41.1% Insurance.
- ❑ Current month's Deductions from Revenue were \$10,113,200 compared to budget of \$8,725,793 or \$1,387,407 above budget. Variance is attributed to the following reasons: 1) Payor mix varied from budget with a 2.22% increase in Medicare, a 1.63% increase to Medi-Cal, a .0% decrease in County, a .80% decrease in Other, and Commercial was under budget 3.05%, and 2) Revenues exceeded budget by 10.7%.

Operating Expenses

DESCRIPTION	September 2016 Actual	September 2016 Budget	Variance	BRIEF COMMENTS
Salaries & Wages	3,708,343	3,712,290	3,947	Salaries & Wages includes an accrual for the estimated increases that would be retroactive to 7/1/16 related to the bargaining unit agreements.
Employee Benefits	1,219,744	1,158,312	(61,433)	Negative variance related to a higher utilization of PL/SL this month, which helped create a positive variance in Salaries & Wages
Benefits – Workers Compensation	43,264	57,011	13,748	
Benefits – Medical Insurance	567,528	694,217	126,689	
Professional Fees	1,912,186	1,785,292	(126,894)	Services provided to the Medi-Cal PRIME project, insurance contract support, Anesthesia Income Guarantee, Interim Director of Physician Services, Hospitalists coverage, Medicare Bad Debt recovery services, and Outpatient Therapy fees arising from increased volumes created a negative variance in Professional Fees.
Supplies	1,649,162	1,656,031	6,869	Drugs Sold to Patients and Oncology Drugs Sold to Patients revenues exceeded budget by 17.79%, creating a negative variance in Pharmacy Supplies. This negative variance was offset by a positive variance in Patient & Other Medical Supplies as revenues fell short of budget by 9.51% in the Surgical Services and Medical Supplies Sold to Patients departments.
Purchased Services	972,097	840,425	(131,672)	Services provided to the Wellness Neighborhood, Community Health, Laundry and Linen charges and restocking fees, Plant Maintenance, and 340B oversight for the Retail Pharmacy created a negative variance in Purchased Services.
Other Expenses	651,779	592,668	(59,111)	Negative variance related to leadership training, tuition reimbursement, conference travel, and recruitment fees for placement of the District's Executive Director of Physician Services.
Total Expenses	10,724,103	10,496,246	(227,856)	

TAHOE FOREST HOSPITAL DISTRICT
STATEMENT OF NET POSITION
SEPTEMBER 2016

	PRE-AUDIT Sep-16	PRE-AUDIT Aug-16	Sep-15	
ASSETS				
CURRENT ASSETS				
* CASH	\$ 9,552,871	\$ 11,227,731	\$ 10,716,693	1
PATIENT ACCOUNTS RECEIVABLE - NET	18,227,528	18,322,441	14,332,302	2
OTHER RECEIVABLES	5,317,925	4,933,470	4,784,162	
GO BOND RECEIVABLES	393,297	1,031	793,786	
ASSETS LIMITED OR RESTRICTED	6,133,867	6,286,244	5,192,823	
INVENTORIES	2,694,363	2,685,837	2,306,103	
PREPAID EXPENSES & DEPOSITS	1,653,119	1,662,606	1,646,846	
ESTIMATED SETTLEMENTS, M-CAL & M-CARE	3,508,426	3,343,891	4,136,918	
TOTAL CURRENT ASSETS	47,481,396	48,463,252	43,909,633	
NON CURRENT ASSETS				
ASSETS LIMITED OR RESTRICTED:				
* CASH RESERVE FUND	55,958,822	55,958,822	45,759,110	1
BANC OF AMERICA MUNICIPAL LEASE	981,619	981,619	978,207	
TOTAL BOND TRUSTEE 2002	3	3	2	
TOTAL BOND TRUSTEE 2015	486,433	350,701	524,614	
GO BOND PROJECT FUND	232,444	232,576	9,616,061	
GO BOND TAX REVENUE FUND	1,320,631	1,320,631	662,645	
BOARD DESIGNATED FUND	-	-	2,297	
DIAGNOSTIC IMAGING FUND	3,164	3,164	2,971	
DONOR RESTRICTED FUND	1,140,621	1,140,621	1,229,141	
WORKERS COMPENSATION FUND	27,467	26,288	218	
TOTAL	60,151,203	60,014,424	58,775,266	
LESS CURRENT PORTION	(6,133,867)	(6,286,244)	(5,192,823)	
TOTAL ASSETS LIMITED OR RESTRICTED - NET	54,017,336	53,728,181	53,582,443	
NONCURRENT ASSETS AND INVESTMENTS:				
INVESTMENT IN TSC, LLC	43,372	43,372	324,395	
PROPERTY HELD FOR FUTURE EXPANSION	836,353	836,353	836,353	
PROPERTY & EQUIPMENT NET	128,501,157	128,610,018	130,028,688	
GO BOND CIP, PROPERTY & EQUIPMENT NET	31,836,883	30,322,444	23,062,279	
TOTAL ASSETS	262,716,496	262,003,619	251,743,791	
DEFERRED OUTFLOW OF RESOURCES:				
DEFERRED LOSS ON DEFEASANCE	533,342	536,574	572,130	
ACCUMULATED DECREASE IN FAIR VALUE OF HEDGING DERIVATIVE	2,126,025	2,281,527	1,928,316	3
DEFERRED OUTFLOW OF RESOURCES ON REFUNDING	6,480,886	6,504,591	1,993,407	
GO BOND DEFERRED FINANCING COSTS	508,713	510,647	309,097	
DEFERRED FINANCING COSTS	209,096	210,136	221,579	
TOTAL DEFERRED OUTFLOW OF RESOURCES	\$ 9,858,061	\$ 10,043,475	\$ 5,024,529	
LIABILITIES				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	\$ 4,590,262	\$ 6,418,800	\$ 5,873,329	4
ACCRUED PAYROLL & RELATED COSTS	10,097,141	9,589,131	7,887,437	5
INTEREST PAYABLE	299,138	208,039	327,580	
INTEREST PAYABLE GO BOND	630,984	315,492	719,697	
ESTIMATED SETTLEMENTS, M-CAL & M-CARE	58,327	58,327	366,356	
HEALTH INSURANCE PLAN	1,307,731	1,307,731	1,307,731	
WORKERS COMPENSATION PLAN	1,120,980	1,120,980	404,807	
COMPREHENSIVE LIABILITY INSURANCE PLAN	751,298	751,298	824,203	
CURRENT MATURITIES OF GO BOND DEBT	1,260,000	1,260,000	530,000	
CURRENT MATURITIES OF OTHER LONG TERM DEBT	2,260,819	2,379,095	2,323,994	
TOTAL CURRENT LIABILITIES	22,376,679	23,408,893	20,565,134	
NONCURRENT LIABILITIES				
OTHER LONG TERM DEBT NET OF CURRENT MATURITIES	28,250,589	28,237,129	30,528,294	
GO BOND DEBT NET OF CURRENT MATURITIES	103,462,971	103,476,392	100,028,975	
DERIVATIVE INSTRUMENT LIABILITY	2,126,025	2,281,527	1,928,316	3
TOTAL LIABILITIES	156,216,264	157,403,941	153,050,719	
NET ASSETS				
NET INVESTMENT IN CAPITAL ASSETS RESTRICTED	115,217,672	113,502,532	102,488,460	
	1,140,621	1,140,621	1,229,141	
TOTAL NET POSITION	\$ 116,358,293	\$ 114,643,153	\$ 103,717,601	

* Amounts included for Days Cash on Hand calculation

TAHOE FOREST HOSPITAL DISTRICT
NOTES TO STATEMENT OF NET POSITION
SEPTEMBER 2016 PRE-AUDIT

1. Working Capital is at 27.1 days (policy is 30 days). Days Cash on Hand (S&P calculation) is 185.8 days. Working Capital cash decreased a net \$1,675,000. Cash collections fell short of target by 12%. Accounts Payable (See Note 4) decreased \$1,829,000 and Accrued Payroll & Related Costs (See Note 5) increased \$508,000.
2. Net Patient Accounts Receivable decreased approximately \$95,000. Cash collections were 88% of target. Days in Accounts Receivable are at 54.5 days compared to prior months 56.7 days, a 2.20 days decrease.
3. To comply with GASB No. 63, the District has booked an adjustment to the asset and offsetting liability to reflect the fair value of the Piper Jaffray swap transaction at the close of September.
4. Accounts Payable decreased \$1,829,000 due to the timing of the final check run in August.
5. Accrued Payroll & Related Costs increased \$508,000 due to 13 days of accrual at the close of September.

**Tahoe Forest Hospital District
Cash Investment
September 2016**

WORKING CAPITAL

US Bank	\$ 9,186,600		
US Bank/Kings Beach Thrift Store	99,098		
US Bank/Truckee Thrift Store	267,173		
US Bank/Payroll Clearing	-		
Local Agency Investment Fund	-	0.63%	
Total	-		\$ 9,552,871

BOARD DESIGNATED FUNDS

US Bank Savings	\$ -	0.03%	
Capital Equipment Fund	-		
Total	-		\$ -

Building Fund	\$ -		
Cash Reserve Fund	55,958,822	0.63%	
Local Agency Investment Fund	-		\$ 55,958,822

Banc of America Muni Lease			\$ 981,619
Bonds Cash 2002			\$ 3
Bonds Cash 2015			\$ 486,433
Bonds Cash 2008			\$ 1,553,075

DX Imaging Education	\$ 3,164	0.63%	
Workers Comp Fund - B of A	27,467		

Insurance			
Health Insurance LAIF	-	0.63%	
Comprehensive Liability Insurance LAIF	-	0.63%	
Total	-		\$ 30,630











TOTAL FUNDS			\$ 68,563,453
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RESTRICTED FUNDS

Gift Fund			
US Bank Money Market	\$ 8,363	0.03%	
Foundation Restricted Donations	\$ 98,331		
Local Agency Investment Fund	1,033,927	0.63%	
TOTAL RESTRICTED FUNDS	1,033,927		\$ 1,140,621

TOTAL ALL FUNDS			\$ 69,704,074
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**TAHOE FOREST HOSPITAL DISTRICT
STATEMENT OF NET POSITION
KEY FINANCIAL INDICATORS
SEPTEMBER 2016**

	Current Status	Desired Position	Target	Bond Covenants	FY 2017 Jul 16 to Sept 2016	FY 2016 Jul 15 to June 16	FY 2015 Jul 14 to June 15	FY 2014 Jul 13 to June 14	FY 2013 Jul 12 to June 13	FY 2012 Jul 11 to June 12	FY 2011 Jul 10 to June 11
Return On Equity: <u>Increase (Decrease) in Net Position</u> Net Position		↑	3.7% (1)		4.2%	10.9%	2.19%	.001%	-4.0%	8.7%	6.3%
Days in Accounts Receivable (excludes SNF & MSC) <u>Gross Accounts Receivable</u> 90 Days		↓	FYE 63 Days		55	57	60	75	97	64	59
<u>Gross Accounts Receivable</u> 365 Days					61	55	62	75	93	64	59
Days Cash on Hand Excludes Restricted: <u>Cash + Short-Term Investments</u> (Total Expenses - Depreciation Expense)/ by 365	 	↑↑	Budget FYE 171 Days Budget 1st Qtr 159 Days Projected 1st Qtr 174 Days	60 Days A- 203 Days BBB- 142 Days	186	201	156	164	148	203	209
Accounts Receivable over 120 days (excludes payment plan, legal and charitable balances)		↓	13%		17%	19%	18%	22%	29%	15%	11%
Accounts Receivable over 120 days (includes payment plan, legal and charitable balances)		↓	18%		21%	24%	23%	25%	34%	19%	16%
Cash Receipts Per Day (based on 30 day lag on Patient Net Revenue) excludes managed care reserve	 	↑	FYE Budget \$344,601 End 1st Qtr Budget \$345,702 End 1st Qtr Actual \$370,709		\$320,411	\$313,153	\$290,776	\$286,394	\$255,901	\$254,806	\$240,383
Debt Service Coverage: Excess Revenue over Exp + <u>Interest Exp + Depreciation</u> Debt Principal Payments + Interest Expense		↑	Without GO Bond 3.93 With GO Bond 2.04	1.95	4.80 2.26	6.19 2.77	3.28 1.59	2.18 1.29	.66 .89	4.83 2.70	4.35 2.45

Footnotes:

- (1) Target Return on Equity was established during the FY17 budgeting process. Fiscal year 2016 ended with a higher net income than projected. Based upon the actual fiscal year end net asset number, our Target Return on Equity was 3.6%.

TAHOE FOREST HOSPITAL DISTRICT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
SEPTEMBER 2016

CURRENT MONTH				Note	YEAR TO DATE				PRIOR YTD SEPT 2015	
ACTUAL	BUDGET	VAR\$	VAR%		ACTUAL	BUDGET	VAR\$	VAR%		
\$ 20,992,591	\$ 18,970,106	\$ 2,022,486	10.7%							
OPERATING REVENUE										
				Total Gross Revenue	\$ 64,343,059	\$ 61,267,892	\$ 3,075,167	5.0%	1	\$ 55,308,431
				Gross Revenues - Inpatient						
\$ 1,946,967	\$ 1,758,303	\$ 188,664	10.7%	Daily Hospital Service	\$ 6,081,546	\$ 5,452,557	\$ 628,989	11.5%		\$ 4,852,307
3,565,502	3,633,954	(68,452)	-1.9%	Ancillary Service - Inpatient	11,571,228	11,517,327	53,900	0.5%		10,015,068
5,512,469	5,392,258	120,211	2.2%	Total Gross Revenue - Inpatient	17,652,773	16,969,884	682,889	4.0%	1	14,867,375
15,480,123	13,577,848	1,902,275	14.0%	Gross Revenue - Outpatient	46,690,286	44,298,007	2,392,278	5.4%		40,441,056
15,480,123	13,577,848	1,902,275	14.0%	Total Gross Revenue - Outpatient	46,690,286	44,298,007	2,392,278	5.4%	1	40,441,056
				Deductions from Revenue:						
9,309,827	7,776,506	(1,533,321)	-19.7%	Contractual Allowances	27,659,023	25,052,676	(2,606,347)	-10.4%	2	22,266,695
538,011	664,418	126,407	19.0%	Charity Care	1,879,701	2,146,837	267,136	12.4%	2	1,674,690
(16,420)	-	16,420	0.0%	Charity Care - Catastrophic Events	-	-	-	0.0%	2	-
281,781	284,869	3,087	1.1%	Bad Debt	289,054	926,398	637,344	68.8%	2	(328,929)
-	-	-	0.0%	Prior Period Settlements	(131)	-	131	0.0%	2	(43)
10,113,200	8,725,793	(1,387,407)	-15.9%	Total Deductions from Revenue	29,827,648	28,125,911	(1,701,736)	-6.1%		23,612,413
50,049	54,748	(4,699)	-8.6%	Property Tax Revenue- Wellness Neighborhood	124,975	168,252	(43,276)	-25.7%		144,299
798,925	762,547	36,378	4.8%	Other Operating Revenue	2,563,307	2,193,636	369,671	16.9%	3	1,901,818
11,728,366	11,061,608	666,758	6.0%	TOTAL OPERATING REVENUE	37,203,694	35,503,868	1,699,826	4.8%		33,742,135
OPERATING EXPENSES										
3,708,343	3,712,290	3,947	0.1%	Salaries and Wages	11,651,311	11,619,766	(31,544)	-0.3%	4	10,442,957
1,219,744	1,158,312	(61,433)	-5.3%	Benefits	3,777,677	3,698,115	(79,561)	-2.2%	4	3,863,838
43,264	57,011	13,748	24.1%	Benefits Workers Compensation	144,137	171,033	26,896	15.7%	4	138,488
567,528	694,217	126,689	18.2%	Benefits Medical Insurance	1,821,847	2,082,651	260,804	12.5%	4	1,637,746
1,912,186	1,785,292	(126,894)	-7.1%	Professional Fees	5,536,530	5,382,310	(154,220)	-2.9%	5	4,474,295
1,649,162	1,656,031	6,869	0.4%	Supplies	5,081,789	5,224,601	142,812	2.7%	6	4,440,396
972,097	840,425	(131,672)	-15.7%	Purchased Services	2,647,369	2,658,418	11,049	0.4%	7	2,495,219
651,779	592,668	(59,111)	-10.0%	Other	1,478,946	1,704,778	225,832	13.2%	8	1,353,878
10,724,103	10,496,246	(227,856)	-2.2%	TOTAL OPERATING EXPENSE	32,139,606	32,541,673	402,067	1.2%		28,846,817
1,004,263	565,361	438,902	77.6%	NET OPERATING REVENUE (EXPENSE) EBIDA	5,064,088	2,962,195	2,101,893	71.0%		4,895,318
NON-OPERATING REVENUE/(EXPENSE)										
456,451	451,752	4,699	1.0%	District and County Taxes	1,394,525	1,351,248	43,276	3.2%	9	1,212,322
391,933	391,933	-	0.0%	District and County Taxes - GO Bond	1,175,800	1,175,800	-	0.0%		1,178,074
43,717	32,380	11,337	35.0%	Interest Income	133,720	93,103	40,617	43.6%	10	76,096
335	-	335	0.0%	Interest Income-GO Bond	344	-	344	0.0%		8,429
42,085	38,917	3,169	8.1%	Donations	72,542	116,750	(44,208)	-37.9%	11	69,133
-	(31,250)	31,250	-100.0%	Gain/ (Loss) on Joint Investment	-	(31,250)	31,250	-100.0%	12	-
-	-	-	0.0%	Loss on Impairment of Asset	-	-	-	0.0%	12	-
-	-	-	0.0%	Gain/ (Loss) on Sale of Equipment	-	-	-	0.0%	13	-
-	-	-	0.0%	Impairment Loss	-	-	-	0.0%	14	-
(967,356)	(966,316)	(1,040)	-0.1%	Depreciation	(2,902,069)	(2,898,948)	(3,121)	-0.1%	15	(2,567,644)
(101,436)	(99,039)	(2,396)	-2.4%	Interest Expense	(304,891)	(299,655)	(5,235)	-1.7%	16	(384,239)
845,148	633,417	211,731	33.4%	Interest Expense-GO Bond	198,956	2,434	196,522	8075.6%		(166,153)
710,877	451,793	259,084	57.3%	TOTAL NON-OPERATING REVENUE/(EXPENSE)	(231,073)	(490,519)	259,446	52.9%		(573,982)
\$ 1,715,140	\$ 1,017,155	\$ 697,985	68.6%	INCREASE (DECREASE) IN NET POSITION	\$ 4,833,015	\$ 2,471,676	\$ 2,361,339	95.5%		\$ 4,321,336
NET POSITION - BEGINNING OF YEAR					111,525,278					
NET POSITION - AS OF SEPTEMBER 30, 2016					\$ 116,358,293					
4.8%	3.0%	1.8%		RETURN ON GROSS REVENUE EBIDA	7.9%	4.8%	3.0%			8.9%

**TAHOE FOREST HOSPITAL DISTRICT
NOTES TO STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
SEPTEMBER 2016**

		<u>Variance from Budget</u>																																																																																																													
		<u>Fav / <Unfav></u>																																																																																																													
		<u>SEPT 2016</u>	<u>YTD 2017</u>																																																																																																												
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<p>Acute Patient Days were above budget 13.29% or 46 days. Swing Bed days were under budget 13.64% or 3 days. Inpatient Ancillary revenues fell below budget by 1.9% due to the lower acuity levels in our patients.</p> <p>Outpatient volumes were above budget in the following departments: Emergency Department visits, Home Health visits, Endoscopy procedures, Laboratory tests, Diagnostic Imaging, Mammography, Medical and Radiation Oncology procedures, MRI exams, Ultrasounds, Cat Scans, PET CTs, Pharmacy units, Oncology Drugs, Physical Therapy, Occupational Therapy, and Speech Therapy.</p>	<table border="0" style="width: 100%;"> <tr> <td>Gross Revenue -- Inpatient</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">120,211</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">682,889</td> </tr> <tr> <td>Gross Revenue -- Outpatient</td> <td></td> <td style="text-align: right;">1,902,275</td> <td></td> <td style="text-align: right;">2,392,278</td> </tr> <tr> <td>Gross Revenue -- Total</td> <td style="text-align: right;"><u>\$</u></td> <td style="text-align: right;"><u>2,022,486</u></td> <td style="text-align: right;"><u>\$</u></td> <td style="text-align: right;"><u>3,075,167</u></td> </tr> </table>	Gross Revenue -- Inpatient	\$	120,211	\$	682,889	Gross Revenue -- Outpatient		1,902,275		2,392,278	Gross Revenue -- Total	<u>\$</u>	<u>2,022,486</u>	<u>\$</u>	<u>3,075,167</u>																																																																																															
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2) Total Deductions from Revenue																																																																																																															
<p>The payor mix for September shows a 2.22% increase to Medicare, a 1.63% increase to Medi-Cal, .80% decrease to Other, County at budget, and a 3.05% decrease to Commercial when compared to budget. Contractual Allowances were over budget as a result of revenues exceeding budget by 10.7% and the shift in payor mix from Commercial to Medicare and Medi-Cal.</p>	<table border="0" style="width: 100%;"> <tr> <td>Contractual Allowances</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">(1,533,321)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">(2,606,347)</td> </tr> <tr> <td>Charity Care</td> <td></td> <td style="text-align: right;">126,407</td> <td></td> <td style="text-align: right;">267,136</td> </tr> <tr> <td>Charity Care - Catastrophic</td> <td></td> <td style="text-align: right;">16,420</td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Bad Debt</td> <td></td> <td style="text-align: right;">3,087</td> <td></td> <td style="text-align: right;">637,344</td> </tr> <tr> <td>Prior Period Settlements</td> <td></td> <td style="text-align: right;">-</td> <td></td> <td style="text-align: right;">131</td> </tr> <tr> <td>Total</td> <td style="text-align: right;"><u>\$</u></td> <td style="text-align: right;"><u>(1,387,407)</u></td> <td style="text-align: right;"><u>\$</u></td> <td style="text-align: right;"><u>(1,701,736)</u></td> </tr> </table>	Contractual Allowances	\$	(1,533,321)	\$	(2,606,347)	Charity Care		126,407		267,136	Charity Care - Catastrophic		16,420		-	Bad Debt		3,087		637,344	Prior Period Settlements		-		131	Total	<u>\$</u>	<u>(1,387,407)</u>	<u>\$</u>	<u>(1,701,736)</u>																																																																																
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3) Other Operating Revenue																																																																																																															
<p>Retail Pharmacy revenues exceeded budget by 21.72%.</p> <p>IVCH ER Physician Guarantee is tied to collections and exceeded budget in September.</p> <p>Timing in the submission for Medi-Cal PRIME IGT funds created a negative variance in Miscellaneous.</p>	<table border="0" style="width: 100%;"> <tr> <td>Retail Pharmacy</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">50,743</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">150,437</td> </tr> <tr> <td>Hospice Thrift Stores</td> <td></td> <td style="text-align: right;">(2,864)</td> <td></td> <td style="text-align: right;">18,213</td> </tr> <tr> <td>The Center (non-therapy)</td> <td></td> <td style="text-align: right;">(884)</td> <td></td> <td style="text-align: right;">(25,636)</td> </tr> <tr> <td>IVCH ER Physician Guarantee</td> <td></td> <td style="text-align: right;">23,592</td> <td></td> <td style="text-align: right;">55,110</td> </tr> <tr> <td>Children's Center</td> <td></td> <td style="text-align: right;">2,130</td> <td></td> <td style="text-align: right;">1,192</td> </tr> <tr> <td>Miscellaneous</td> <td></td> <td style="text-align: right;">(36,339)</td> <td></td> <td style="text-align: right;">170,355</td> </tr> <tr> <td>Oncology Drug Replacement</td> <td></td> <td style="text-align: right;">-</td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Grants</td> <td></td> <td style="text-align: right;">-</td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Total</td> <td style="text-align: right;"><u>\$</u></td> <td style="text-align: right;"><u>36,378</u></td> <td style="text-align: right;"><u>\$</u></td> <td style="text-align: right;"><u>369,671</u></td> </tr> </table>	Retail Pharmacy	\$	50,743	\$	150,437	Hospice Thrift Stores		(2,864)		18,213	The Center (non-therapy)		(884)		(25,636)	IVCH ER Physician Guarantee		23,592		55,110	Children's Center		2,130		1,192	Miscellaneous		(36,339)		170,355	Oncology Drug Replacement		-		-	Grants		-		-	Total	<u>\$</u>	<u>36,378</u>	<u>\$</u>	<u>369,671</u>																																																																	
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<p>Negative variance in PL/SL related to a higher utilization of PL/SL this month, which helped create a positive variance in Salaries & Wages</p>	<table border="0" style="width: 100%;"> <tr> <td>PL/SL</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">(58,645)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">(131,466)</td> </tr> <tr> <td>Nonproductive</td> <td></td> <td style="text-align: right;">(11,991)</td> <td></td> <td style="text-align: right;">(26,235)</td> </tr> <tr> <td>Pension/Deferred Comp</td> <td></td> <td style="text-align: right;">414</td> <td></td> <td style="text-align: right;">(1,237)</td> </tr> <tr> <td>Standby</td> <td></td> <td style="text-align: right;">9,257</td> <td></td> <td style="text-align: right;">48,723</td> </tr> <tr> <td>Other</td> <td></td> <td style="text-align: right;">(468)</td> <td></td> <td style="text-align: right;">30,653</td> </tr> <tr> <td>Total</td> <td style="text-align: right;"><u>\$</u></td> <td style="text-align: right;"><u>(61,433)</u></td> <td style="text-align: right;"><u>\$</u></td> <td style="text-align: right;"><u>(79,561)</u></td> </tr> </table>	PL/SL	\$	(58,645)	\$	(131,466)	Nonproductive		(11,991)		(26,235)	Pension/Deferred Comp		414		(1,237)	Standby		9,257		48,723	Other		(468)		30,653	Total	<u>\$</u>	<u>(61,433)</u>	<u>\$</u>	<u>(79,561)</u>																																																																																
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<p>Professional services provided to the Medi-Cal PRIME project, insurance contract reimbursement support, and Anesthesia Income Guarantee payments created a negative variance in Miscellaneous.</p> <p>Negative variance in Multi-Specialty Clinics Admin for the Interim Director of Physician Services.</p> <p>Negative variance in TFH Locums coverage related to Hospitalists coverage.</p> <p>Outpatient Physical, Occupational, and Speech Therapy revenues exceeded budget by 9.49%, creating a negative variance in The Center (includes OP Therapy).</p> <p>Legal Fees and Physician Directorship fees fell short of budget, creating a positive variance in Administration.</p> <p>Negative variance in Financial Administration related to fees paid to the District's Medicare Bad Debt Recovery consultant. Fees paid are a percentage of Bad Debt recovery monies that can be claimed dollar for dollar on the Medicare cost reports as reimbursement.</p> <p>Corporate Compliance legal fees came in below budget, creating a positive variance in this category.</p>	<table border="0" style="width: 100%;"> <tr> <td>Miscellaneous</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">(56,918)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">(124,594)</td> </tr> <tr> <td>Multi-Specialty Clinics</td> <td></td> <td style="text-align: right;">24,786</td> <td></td> <td style="text-align: right;">(64,327)</td> </tr> <tr> <td>Multi-Specialty Clinics Admin</td> <td></td> <td style="text-align: right;">(31,922)</td> <td></td> <td style="text-align: right;">(57,853)</td> </tr> <tr> <td>TFH Locums</td> <td></td> <td style="text-align: right;">(40,900)</td> <td></td> <td style="text-align: right;">(31,214)</td> </tr> <tr> <td>The Center (includes OP Therapy)</td> <td></td> <td style="text-align: right;">(29,042)</td> <td></td> <td style="text-align: right;">(28,281)</td> </tr> <tr> <td>Information Technology</td> <td></td> <td style="text-align: right;">(6,257)</td> <td></td> <td style="text-align: right;">(14,177)</td> </tr> <tr> <td>Oncology</td> <td></td> <td style="text-align: right;">3,213</td> <td></td> <td style="text-align: right;">(7,181)</td> </tr> <tr> <td>IVCH ER Physicians</td> <td></td> <td style="text-align: right;">(293)</td> <td></td> <td style="text-align: right;">(3,338)</td> </tr> <tr> <td>Medical Staff Services</td> <td></td> <td style="text-align: right;">658</td> <td></td> <td style="text-align: right;">(42)</td> </tr> <tr> <td>Patient Accounting/Admitting</td> <td></td> <td style="text-align: right;">-</td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Business Performance</td> <td></td> <td style="text-align: right;">-</td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Respiratory Therapy</td> <td></td> <td style="text-align: right;">-</td> <td></td> <td style="text-align: right;">-</td> </tr> <tr> <td>Home Health/Hospice</td> <td></td> <td style="text-align: right;">2,046</td> <td></td> <td style="text-align: right;">146</td> </tr> <tr> <td>Administration</td> <td></td> <td style="text-align: right;">35,981</td> <td></td> <td style="text-align: right;">1,434</td> </tr> <tr> <td>Marketing</td> <td></td> <td style="text-align: right;">2,375</td> <td></td> <td style="text-align: right;">7,125</td> </tr> <tr> <td>Human Resources</td> <td></td> <td style="text-align: right;">5,774</td> <td></td> <td style="text-align: right;">10,822</td> </tr> <tr> <td>Sleep Clinic</td> <td></td> <td style="text-align: right;">(5,452)</td> <td></td> <td style="text-align: right;">11,422</td> </tr> <tr> <td>Managed Care</td> <td></td> <td style="text-align: right;">6,480</td> <td></td> <td style="text-align: right;">12,821</td> </tr> <tr> <td>TFH/IVCH Therapy Services</td> <td></td> <td style="text-align: right;">31,147</td> <td></td> <td style="text-align: right;">38,146</td> </tr> <tr> <td>Financial Administration</td> <td></td> <td style="text-align: right;">(109,448)</td> <td></td> <td style="text-align: right;">39,824</td> </tr> <tr> <td>Corporate Compliance</td> <td></td> <td style="text-align: right;">40,877</td> <td></td> <td style="text-align: right;">55,047</td> </tr> <tr> <td>Total</td> <td style="text-align: right;"><u>\$</u></td> <td style="text-align: right;"><u>(126,894)</u></td> <td style="text-align: right;"><u>\$</u></td> <td style="text-align: right;"><u>(154,220)</u></td> </tr> </table>	Miscellaneous	\$	(56,918)	\$	(124,594)	Multi-Specialty Clinics		24,786		(64,327)	Multi-Specialty Clinics Admin		(31,922)		(57,853)	TFH Locums		(40,900)		(31,214)	The Center (includes OP Therapy)		(29,042)		(28,281)	Information Technology		(6,257)		(14,177)	Oncology		3,213		(7,181)	IVCH ER Physicians		(293)		(3,338)	Medical Staff Services		658		(42)	Patient Accounting/Admitting		-		-	Business Performance		-		-	Respiratory Therapy		-		-	Home Health/Hospice		2,046		146	Administration		35,981		1,434	Marketing		2,375		7,125	Human Resources		5,774		10,822	Sleep Clinic		(5,452)		11,422	Managed Care		6,480		12,821	TFH/IVCH Therapy Services		31,147		38,146	Financial Administration		(109,448)		39,824	Corporate Compliance		40,877		55,047	Total	<u>\$</u>	<u>(126,894)</u>	<u>\$</u>	<u>(154,220)</u>
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TAHOE FOREST HOSPITAL DISTRICT
NOTES TO STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
SEPTEMBER 2016

		<u>Variance from Budget</u>	
		<u>Fav / <Unfav></u>	
		<u>SEPT 2016</u>	<u>YTD 2017</u>
6) <u>Supplies</u>			
Drugs Sold to Patients and Oncology Drugs Sold to Patients revenue exceeded budget by 17.79%, creating a negative variance in Pharmacy Supplies.	Pharmacy Supplies	\$ (124,090)	\$ (111,519)
Restocking of emergency food supplies and the increase in patient volumes, both Inpatient and Outpatient, created a negative variance in Food.	Minor Equipment	(9,085)	(24,327)
Medical Supplies Sold to Patients and Surgical Services revenues came in under budget by 9.51%, creating a positive variance in Patient & Other Medical Supplies.	Food	(10,723)	(20,805)
	Imaging Film	36	1,630
	Other Non-Medical Supplies	(5,124)	6,967
	Office Supplies	6,375	22,632
	Patient & Other Medical Supplies	149,480	268,234
	Total	\$ 6,869	\$ 142,812
7) <u>Purchased Services</u>			
Purchased services for the Wellness Neighborhood, Community Health, Laundry & Linen services, including restocking fees, Plant Maintenance, and Retail Pharmacy for 340B oversight created a negative variance in Miscellaneous.	Miscellaneous	\$ (133,294)	\$ (55,884)
	Multi-Specialty Clinics	(7,162)	(7,516)
	Patient Accounting	5,233	(6,862)
	Medical Records	(3,254)	(4,188)
	Diagnostic Imaging Services - All	5,357	(1,437)
	Hospice	2,550	(769)
	The Center	306	550
	Pharmacy IP	(827)	1,770
	Laboratory	(1,940)	5,976
	Community Development	2,700	8,100
	Information Technology	2,070	16,205
	Department Repairs	(2,484)	19,649
	Human Resources	(927)	35,454
	Total	\$ (131,672)	\$ 11,049
8) <u>Other Expenses</u>			
Ongoing Leadership training, tuition reimbursement, and travel related to conferences for Personnel, Nursing Administration, Oncology, Cardiac Rehabilitation, and Financial Administration (Auditors) created a negative variance in Outside Training & Travel.	Outside Training & Travel	\$ (28,042)	\$ (26,197)
Natural Gas, Electricity, and Telephone costs exceeded budget, creating a negative variance in Utilities.	Insurance	(2,441)	(7,284)
Recruitment fees for the placement of the District's Executive Director of Physician Services created a negative variance in Human Resources Recruitment.	Other Building Rent	(179)	(1,735)
	Innovation Fund	-	-
	Multi-Specialty Clinics Bldg Rent	(3,034)	143
	Utilities	(7,332)	804
	Multi-Specialty Clinics Equip Rent	796	1,011
	Physician Services	9	1,313
	Equipment Rent	1,834	2,014
	Human Resources Recruitment	(37,747)	15,100
	Dues and Subscriptions	12,584	38,160
	Marketing	(5,264)	44,969
	Miscellaneous	9,705	157,533
	Total	\$ (59,111)	\$ 225,832
9) <u>District and County Taxes</u>			
	Total	\$ 4,699	\$ 43,276
10) <u>Interest Income</u>			
	Total	\$ 11,337	\$ 40,617
11) <u>Donations</u>			
	IVCH	\$ 10,699	\$ 14,557
	Operational	(7,530)	(58,765)
	Capital Campaign	-	-
	Total	3,169	(44,208)
12) <u>Gain/(Loss) on Joint Investment</u>			
	Total	\$ 31,250	\$ 31,250
13) <u>Gain/(Loss) on Sale</u>			
	Total	\$ -	\$ -
15) <u>Depreciation Expense</u>			
	Total	\$ (1,040)	\$ (3,121)
16) <u>Interest Expense</u>			
	Total	\$ (2,396)	\$ (5,235)

TAHOE FOREST HOSPITAL DISTRICT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
KEY FINANCIAL INDICATORS
SEPTEMBER 2016

	Current Status	Desired Position	Target	<u>FY 2017</u> Jul 16 to Sept 16	<u>FY 2016</u> Jul 15 to June 16	<u>FY 2015</u> Jul 14 to June 15	<u>FY 2014</u> Jul 13 to June 14	<u>FY 2013</u> Jul 12 to June 13	<u>FY 2012</u> Jul 11 to June 12	<u>FY 2011</u> Jul 10 to June 11
Total Margin: <u>Increase (Decrease) In Net Position</u> Total Gross Revenue		↑	FYE 1.7% 1st Qtr 4.0%	7.5%	5.5%	1.0%	.01%	-2.2%	5.3%	3.6%
Charity Care: <u>Charity Care Expense</u> Gross Patient Revenue		↓	FYE 3.5% 1st Qtr 3.5%	2.9%	3.4%	3.1%	3.2%	3.2%	2.6%	3.0%
Bad Debt Expense: <u>Bad Debt Expense</u> Gross Patient Revenue		↓	FYE 1.5% 1st Qtr 1.5%	.5%	-.2%	1.6%	1.6%	4.6%	4.3%	3.8%
Incline Village Community Hospital: EBIDA: Earnings before interest, Depreciation, amortization <u>Net Operating Revenue <Expense></u> Gross Revenue		↑	FYE 9.6% 1st Qtr 13.0%	17.7%	11.3%	9.1%	4.9%	11.5%	10.8%	12.3%
Operating Expense Variance to Budget (Under<Over>)		↑	-0-	\$402,067	\$(7,548,217)	\$(6,371,653)	\$2,129,279	\$(1,498,683)	\$790,439	\$15,188
EBIDA: Earnings before interest, Depreciation, amortization <u>Net Operating Revenue <Expense></u> Gross Revenue		↑	FYE 3.6% 1st Qtr 4.8%	7.9%	7.3%	3.5%	2.0%	.9%	5.6%	5.1%

INCLINE VILLAGE COMMUNITY HOSPITAL
STATEMENT OF REVENUE AND EXPENSE
SEPTEMBER 2016

CURRENT MONTH				Note	YEAR TO DATE				PRIOR YTD
ACTUAL	BUDGET	VAR\$	VAR%		ACTUAL	BUDGET	VAR\$	VAR%	SEPT 2015
OPERATING REVENUE									
\$ 1,657,755	\$ 1,502,839	\$ 154,916	10.3%	Total Gross Revenue	\$ 5,235,933	\$ 5,122,524	\$ 113,410	2.2%	1 \$ 5,036,160
Gross Revenues - Inpatient									
\$ -	\$ 2,914	\$ (2,914)	-100.0%	Daily Hospital Service	\$ 11,624	\$ 5,828	\$ 5,796	99.4%	\$ 16,574
-	3,247	(3,247)	-100.0%	Ancillary Service - Inpatient	19,089	9,903	9,186	92.8%	24,146
-	6,161	(6,161)	-100.0%	Total Gross Revenue - Inpatient	30,713	15,731	14,982	95.2%	1 40,720
1,657,755	1,496,678	161,077	10.8%	Gross Revenue - Outpatient	5,205,221	5,106,793	98,428	1.9%	4,995,440
1,657,755	1,496,678	161,077	10.8%	Total Gross Revenue - Outpatient	5,205,221	5,106,793	98,428	1.9%	1 4,995,440
Deductions from Revenue:									
584,442	490,023	(94,419)	-19.3%	Contractual Allowances	1,868,064	1,658,152	(209,912)	-12.7%	2 1,547,505
66,304	56,557	(9,746)	-17.2%	Charity Care	186,151	192,978	6,827	3.5%	2 170,455
(16,420)	-	16,420	0.0%	Charity Care - Catastrophic Events	-	-	-	0.0%	2 -
103,688	54,301	(49,387)	-91.0%	Bad Debt	73,119	185,279	112,161	60.5%	2 153,316
-	-	-	0.0%	Prior Period Settlements	-	-	-	0.0%	2 -
738,013	600,881	(137,133)	-22.8%	Total Deductions from Revenue	2,127,334	2,036,410	(90,924)	-4.5%	2 1,871,276
109,248	73,280	35,969	49.1%	Other Operating Revenue	284,500	219,839	64,661	29.4%	3 235,054
1,028,990	975,238	53,752	5.5%	TOTAL OPERATING REVENUE	3,393,099	3,305,953	87,147	2.6%	3,399,938
OPERATING EXPENSES									
270,939	272,709	1,770	0.6%	Salaries and Wages	897,967	911,569	13,602	1.5%	4 739,687
71,694	87,831	16,137	18.4%	Benefits	270,844	283,000	12,156	4.3%	4 218,630
1,965	1,417	(548)	-38.7%	Benefits Workers Compensation	6,395	4,250	(2,145)	-50.5%	4 7,491
28,680	44,618	15,938	35.7%	Benefits Medical Insurance	110,517	133,855	23,338	17.4%	4 105,861
236,615	238,350	1,734	0.7%	Professional Fees	721,761	742,755	20,994	2.8%	5 743,285
77,904	83,439	5,534	6.6%	Supplies	196,327	272,602	76,274	28.0%	6 196,399
47,098	44,355	(2,743)	-6.2%	Purchased Services	116,280	131,414	15,134	11.5%	7 130,549
55,724	52,103	(3,621)	-6.9%	Other	147,550	161,573	14,022	8.7%	8 154,608
790,620	824,821	34,201	4.1%	TOTAL OPERATING EXPENSE	2,467,641	2,641,018	173,376	6.6%	2,296,510
238,370	150,417	87,953	58.5%	NET OPERATING REV(EXP) EBIDA	925,458	664,935	260,523	39.2%	1,103,428
NON-OPERATING REVENUE/(EXPENSE)									
10,699	-	10,699	0.0%	Donations-IVCH	14,557	-	14,557	0.0%	9 -
-	-	-	0.0%	Gain/ (Loss) on Sale	-	-	-	0.0%	10 -
(64,277)	(64,277)	-	0.0%	Depreciation	(192,830)	(192,830)	-	0.0%	11 (175,077)
(53,578)	(64,277)	10,699	16.6%	TOTAL NON-OPERATING REVENUE/(EXP)	(178,273)	(192,830)	14,557	7.5%	(175,077)
\$ 184,793	\$ 86,141	\$ 98,652	114.5%	EXCESS REVENUE(EXPENSE)	\$ 747,185	\$ 472,105	\$ 275,080	58.3%	\$ 928,351
14.4%	10.0%	4.4%		RETURN ON GROSS REVENUE EBIDA	17.7%	13.0%	4.7%		21.9%

**INCLINE VILLAGE COMMUNITY HOSPITAL
NOTES TO STATEMENT OF REVENUE AND EXPENSE
SEPTEMBER 2016**

		<u>Variance from Budget</u>	
		<u>Fav<Unfav></u>	
		<u>SEPT 2016</u>	<u>YTD 2017</u>
1) Gross Revenues			
Acute Patient Days were below budget by 1 at 0 and Observation Days were under budget by 1 at 1.	Gross Revenue -- Inpatient	\$ (6,161)	\$ 14,982
	Gross Revenue -- Outpatient	161,077	98,428
		<u>\$ 154,916</u>	<u>\$ 113,410</u>
Outpatient volumes exceeded budget in Emergency Department visits, Laboratory tests, Cat Scans, Pharmacy units, and Health Clinic visits.			
2) Total Deductions from Revenue			
We saw a shift in our payor mix with a 12.83% decrease in Commercial Insurance, a 3.97% increase in Medicare, a 6.50% increase in Medicaid, a 2.36% increase in Other, and County was at budget.	Contractual Allowances	\$ (94,419)	\$ (209,912)
	Charity Care	(9,746)	6,827
	Charity Care-Catastrophic Event	16,420	
	Bad Debt	(49,387)	112,161
	Prior Period Settlement	-	-
	Total	<u>\$ (137,133)</u>	<u>\$ (90,924)</u>
3) Other Operating Revenue			
IVCH ER Physician Guarantee is tied to collections, which exceeded budget in September.	IVCH ER Physician Guarantee	\$ 23,592	\$ 55,110
	Miscellaneous	12,377	9,551
	Total	<u>\$ 35,969</u>	<u>\$ 64,661</u>
AT&T rebates for Year 2015 created a positive variance in Miscellaneous.			
4) Salaries and Wages			
	Total	<u>\$ 1,770</u>	<u>\$ 13,602</u>
<u>Employee Benefits</u>	PL/SL	\$ 7,316	\$ (1,201)
	Standby	6,615	2,805
	Other	3,683	11,530
	Nonproductive	(1,891)	(2,428)
	Pension/Deferred Comp	413	1,451
	Total	<u>\$ 16,137</u>	<u>\$ 12,156</u>
<u>Employee Benefits - Workers Compensation</u>	Total	<u>\$ (548)</u>	<u>\$ (2,145)</u>
<u>Employee Benefits - Medical Insurance</u>	Total	<u>\$ 15,938</u>	<u>\$ 23,338</u>
5) Professional Fees			
Negative variance in Administration due to fees paid to the District's Medicare Bad Debt Recovery consultant. Fees paid are a percentage of Bad Debt recovery monies that can be claimed dollar for dollar on the Medicare costs reports as reimbursement.	Administration	\$ (11,160)	\$ (11,262)
	IVCH ER Physicians	(293)	(3,338)
	Foundation	(1,036)	(1,430)
	Miscellaneous	1,523	2,736
	Multi-Specialty Clinics	28	2,987
	Sleep Clinic	(5,452)	11,422
	Therapy Services	18,123	19,878
	Total	<u>\$ 1,734</u>	<u>\$ 20,994</u>
Sleep Clinic collections were over budget in September, creating a negative variance in Sleep Clinic Pro Fees.			
Physical and Occupational Therapy revenues fell short of budget, creating a positive variance in Therapy Services.			
6) Supplies			
Restocking of Emergency food provisions created a negative variance in Food.	Food	\$ (3,017)	\$ (4,763)
	Imaging Film	(491)	20
	Non-Medical Supplies	422	674
	Office Supplies	381	826
	Minor Equipment	700	2,453
	Pharmacy Supplies	2,970	22,613
	Patient & Other Medical Supplies	4,570	54,453
	Total	<u>\$ 5,534</u>	<u>\$ 76,274</u>
Oncology Drugs Sold to Patients Revenue fell short of budget by 100%, creating a positive variance in Pharmacy Supplies.			
Medical Supplies Sold to Patients Revenue was under budget by 12.10%, creating a positive variance in Patient & Other Medical Supplies.			

**INCLINE VILLAGE COMMUNITY HOSPITAL
NOTES TO STATEMENT OF REVENUE AND EXPENSE
SEPTEMBER 2016**

		<u>Variance from Budget</u>	
		<u>Fav<Unfav></u>	
		<u>SEPT 2016</u>	<u>YTD 2017</u>
7) <u>Purchased Services</u>			
Negative variance in EVS/Laundry due to final invoices being submitted from the District's former linen supplier and restocking supplies under the new vendor.	EVS/Laundry	\$ (4,796)	\$ (2,086)
Elevator repair for a circuit relay shortage caused a negative variance in Department repairs.	Diagnostic Imaging Services - All	(458)	(2,019)
Equipment maintenance contracts are coming in below budget estimations, creating a positive variance in Laboratory.	Department Repairs	(4,068)	(965)
	Pharmacy	(12)	(24)
	Surgical Services	-	-
	Multi-Specialty Clinics	54	403
	Foundation	(362)	1,563
	Engineering/Plant/Communications	421	2,991
	Miscellaneous	2,282	7,121
	Laboratory	4,195	8,150
	Total	\$ (2,743)	\$ 15,134
8) <u>Other Expenses</u>			
Third quarter dues for participation in Nevada Rural Hospital Association created a negative variance in Dues.	Insurance	\$ (1,892)	\$ (5,637)
Rental equipment for surgical procedures created a negative variance in Equipment Rent.	Outside Training & Travel	(926)	(4,384)
Website design created a negative variance in Marketing.	Physician Services	-	-
	Multi-Specialty Clinics Equip Rent	-	-
	Multi-Specialty Clinics Bldg Rent	-	-
	Other Building Rent	-	-
	Dues and Subscriptions	(1,614)	636
	Equipment Rent	(1,312)	1,109
	Marketing	(1,442)	2,058
	Utilities	(1,050)	2,960
	Miscellaneous	4,616	17,281
	Total	\$ (3,621)	\$ 14,022
9) <u>Donations</u>			
	Total	\$ 10,699	\$ 14,557
10) <u>Gain/(Loss) on Sale</u>			
	Total	\$ -	\$ -
11) <u>Depreciation Expense</u>			
	Total	\$ -	\$ -

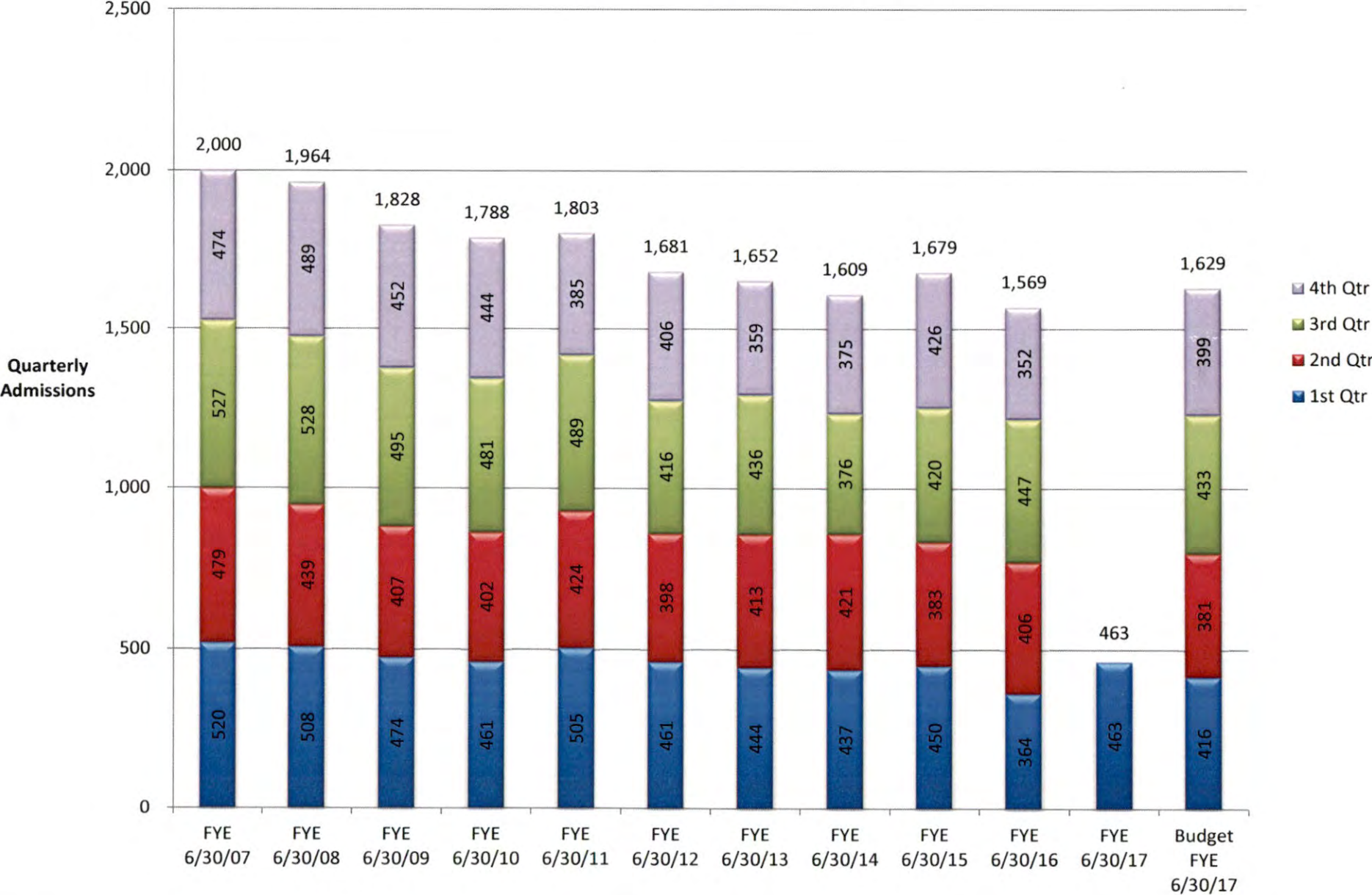
TAHOE FOREST HOSPITAL DISTRICT
STATEMENT OF CASH FLOWS

	PRE-AUDIT FYE 2016	BUDGET FYE 2017	PROJECTED FYE 2017	ACTUAL SEPT 2016	BUDGET SEPT 2016	DIFFERENCE	ACTUAL 1ST QTR	PROJECTED 2ND QTR	BUDGET 3RD QTR	BUDGET 4TH QTR
Net Operating Rev/(Exp) - EBIDA	\$ 16,129,087	\$ 8,354,249	\$ 10,294,558	1,004,263	\$ 565,361	438,902	\$ 4,905,089	\$ 1,394,954	\$ 3,062,467	\$ 932,048
Interest Income	163,091	249,285	249,612	-	-	-	70,617	48,762	60,097	70,136
Property Tax Revenue	6,120,208	5,682,000	5,717,312	-	-	-	345,312	78,000	3,020,000	2,274,000
Donations	668,318	1,023,000	1,184,916	80,418	20,000	60,418	211,916	90,000	405,000	478,000
Debt Service Payments	(3,441,272)	(3,568,341)	(3,557,197)	(240,335)	(241,694)	1,359	(1,217,943)	(725,083)	(889,087)	(725,083)
Bank of America - 2012 Muni Lease	(1,243,650)	(1,243,644)	(1,243,645)	(103,637)	(103,637)	(0)	(310,912)	(310,911)	(310,911)	(310,911)
Copier	(8,758)	(11,520)	(11,525)	(966)	(960)	(6)	(2,885)	(2,880)	(2,880)	(2,880)
2002 Revenue Bond	(483,555)	(668,008)	(660,955)	-	-	-	(496,951)	-	(164,004)	-
2015 Revenue Bond	(1,705,309)	(1,645,169)	(1,641,071)	(135,732)	(137,097)	1,366	(407,195)	(411,292)	(411,292)	(411,292)
Physician Recruitment	(263,769)	(120,000)	(90,000)	-	(10,000)	10,000	-	(30,000)	(30,000)	(30,000)
Investment in Capital										
Equipment	(1,495,214)	(1,262,750)	(1,262,750)	(171,991)	(699,624)	527,633	(452,617)	(802,633)	(7,500)	-
Municipal Lease Reimbursement	1,319,139	979,000	979,000	-	-	-	-	979,000	-	-
GO Bond Project Personal Property	(432,135)	(279,000)	(532,573)	(268,533)	(14,960)	(253,573)	(532,573)	-	-	-
IT	(888,802)	(297,578)	(297,578)	(35,495)	(242,834)	207,339	(90,239)	(207,339)	-	-
Building Projects	(2,095,500)	(4,315,500)	(4,315,500)	(411,437)	(416,220)	4,783	(1,630,513)	(1,340,987)	(709,000)	(635,000)
Health Information/Business System	(92,807)	(7,000,000)	(7,000,000)	-	-	-	-	(3,000,000)	(2,000,000)	(2,000,000)
Capital Investments										
Properties	-	(2,794,000)	(2,789,000)	-	-	-	(40,000)	(2,320,000)	(429,000)	-
Measure C Scope Modifications	-	(2,476,716)	(2,476,716)	(558,626)	(2,026,716)	1,468,090	(558,626)	(1,918,090)	-	-
Change in Accounts Receivable	(1,194,734)	(2,183,288)	N1 (1,342,626)	94,913	(698,695)	793,608	(2,178,112)	331,796	(210,814)	714,505
Change in Settlement Accounts	1,387,101	1,175,000	N2 2,301,982	456,825	(1,678,000)	2,134,825	1,126,982	1,360,000	(435,000)	250,000
Change in Other Assets	(3,180,399)	(890,622)	N3 (873,787)	(395,433)	(10,000)	(385,433)	(687,607)	(469,762)	6,718	276,864
Change in Other Liabilities	3,702,607	(320,000)	N4 (1,162,808)	(1,229,429)	350,000	(1,579,429)	(2,392,808)	1,430,000	(800,000)	600,000
Change in Cash Balance	16,404,918	(8,045,261)	(4,973,155)	(1,674,861)	(5,103,382)	3,428,521	(3,121,122)	(5,101,383)	1,043,881	2,205,470
Beginning Unrestricted Cash	52,227,897	68,632,815	68,632,815	67,186,553	67,186,553	-	68,632,815	65,511,693	60,410,310	61,454,191
Ending Unrestricted Cash	68,632,815	60,778,463	63,659,660	65,511,693	62,083,172	3,428,521	65,511,693	60,410,310	61,454,191	63,659,660
Expense Per Day	340,958	355,605	354,511	352,658	356,998	(4,341)	352,658	352,589	355,674	354,511
Days Cash On Hand	201	171	180	186	174	12	186	171	173	180

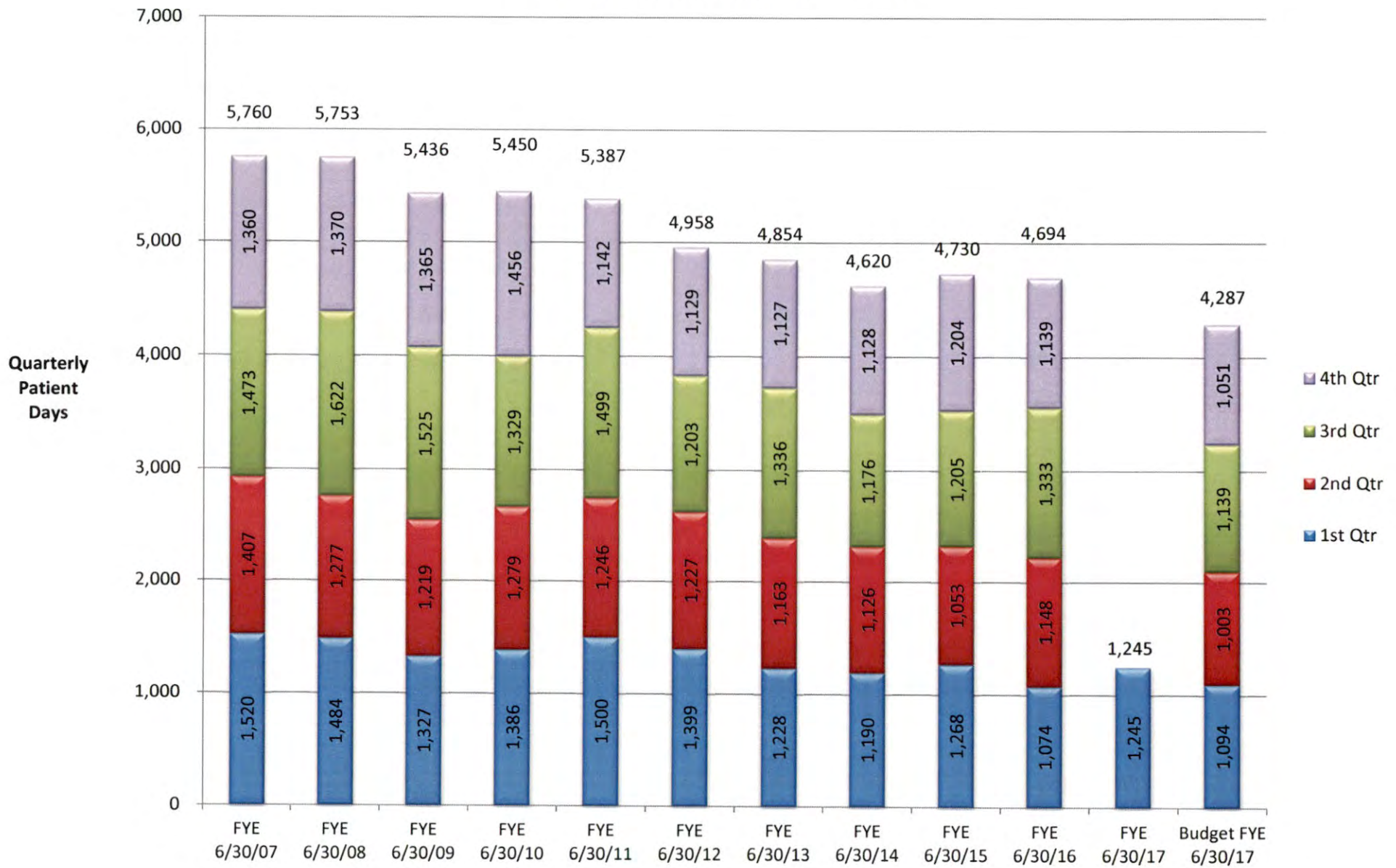
Footnotes:

- N1 - Change in Accounts Receivable reflects the 30 day delay in collections.
- N2 - Change in Settlement Accounts reflect cash flows in and out related to prior year and current year Medicare and Medi-Cal settlement accounts.
- N3 - Change in Other Assets reflect fluctuations in asset accounts on the Balance Sheet that effect cash. For example, an increase in prepaid expense immediately effects cash but not EBIDA.
- N4 - Change in Other Liabilities reflect fluctuations in liability accounts on the Balance Sheet that effect cash. For example, an increase in accounts payable effects EBIDA but not cash.

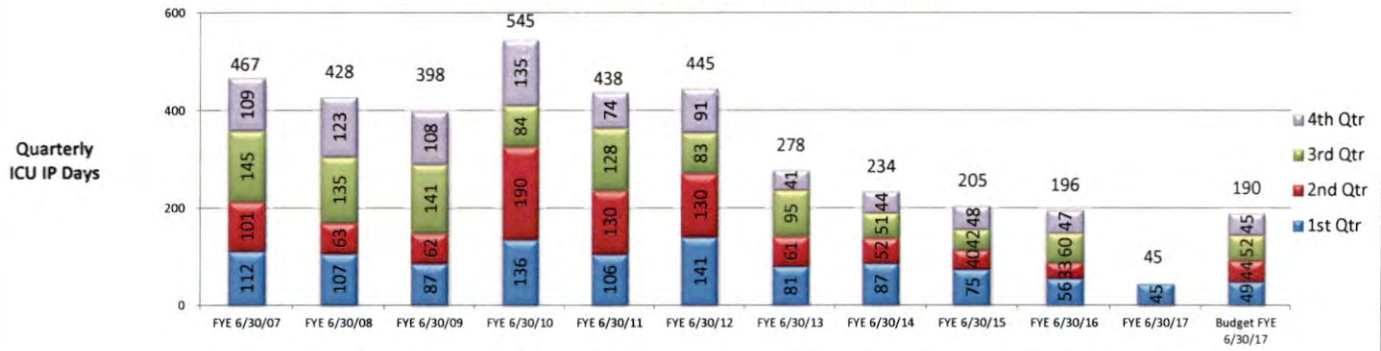
TOTAL TFH ADMISSIONS



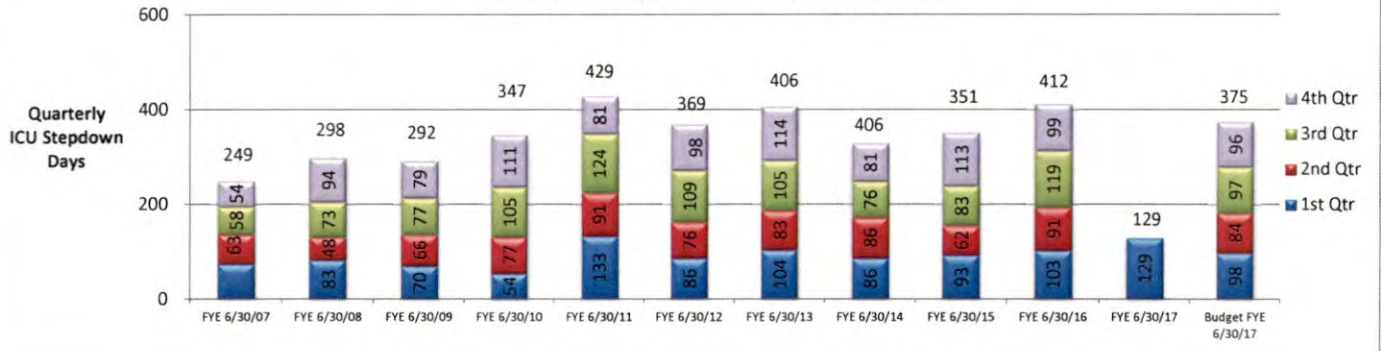
TOTAL TFH PATIENT DAYS



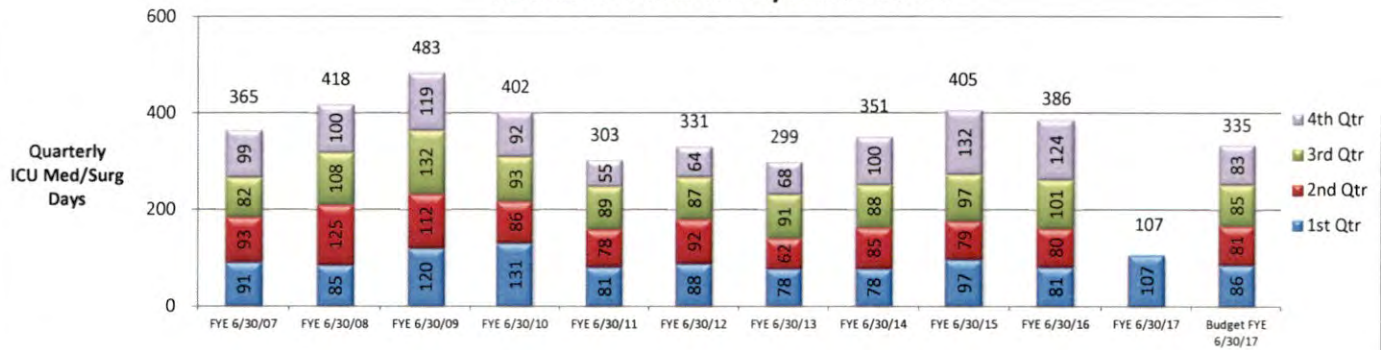
TOTAL TFH ICU INPATIENT DAYS



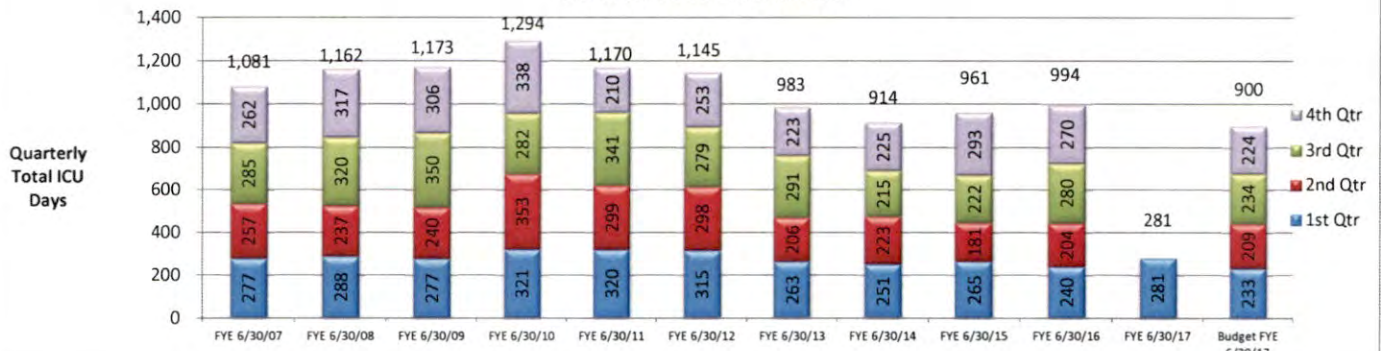
TOTAL TFH ICU STEPDOWN DAYS



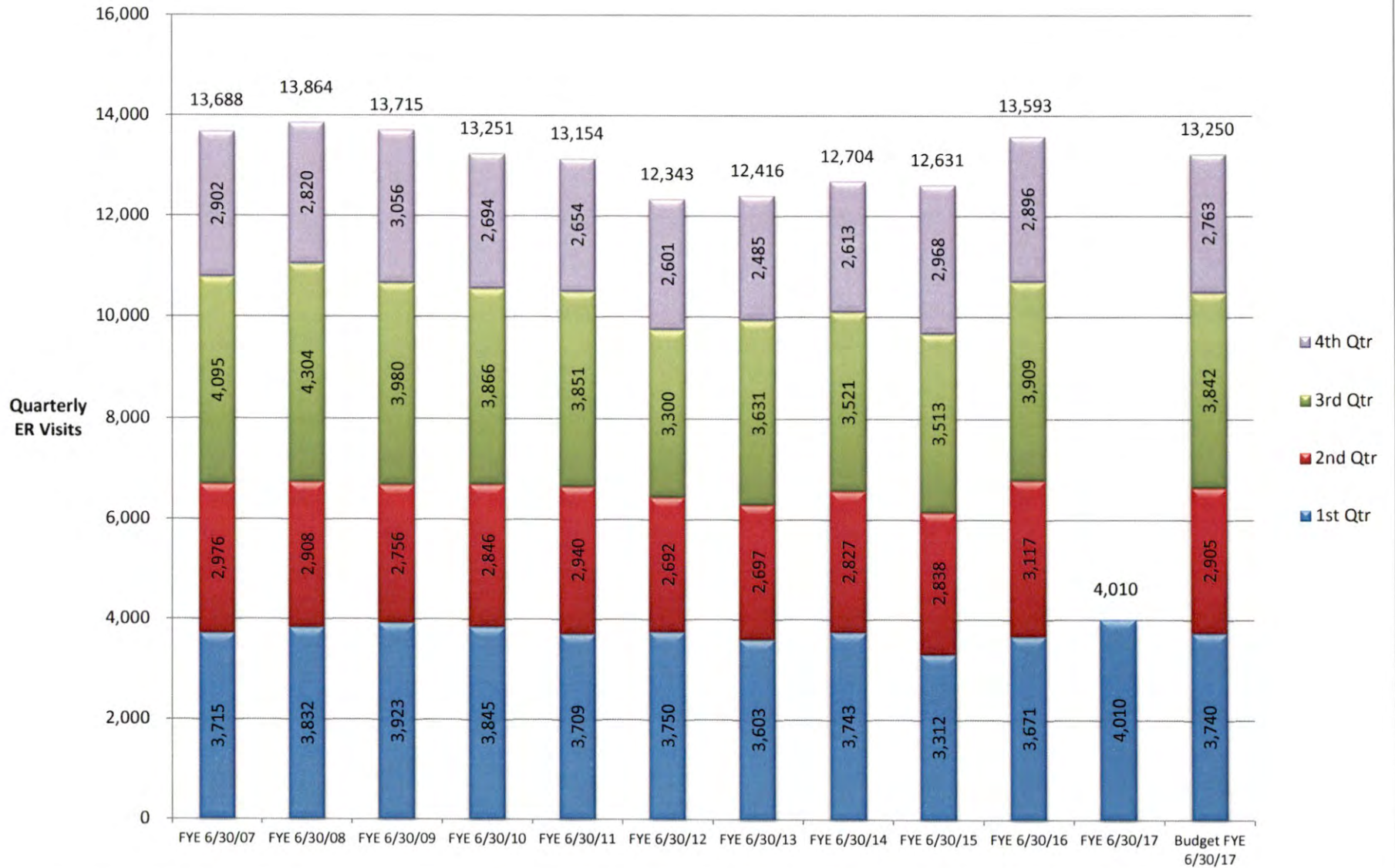
TOTAL TFH ICU MED/SURG DAYS



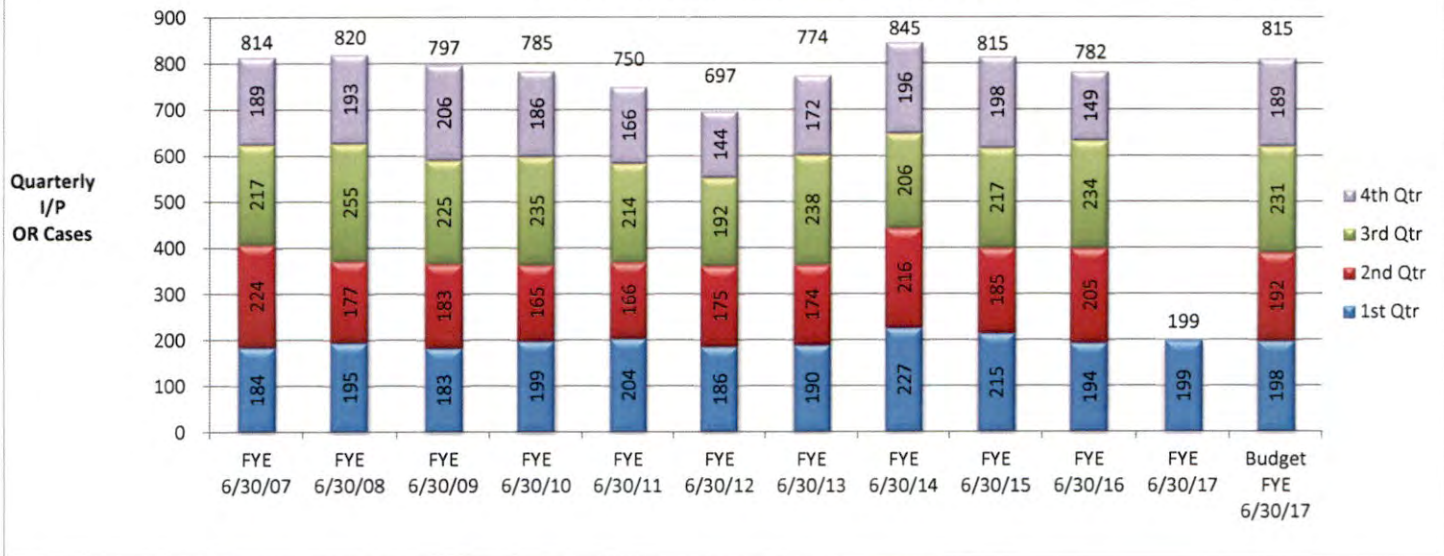
TOTAL TFH ICU DAYS



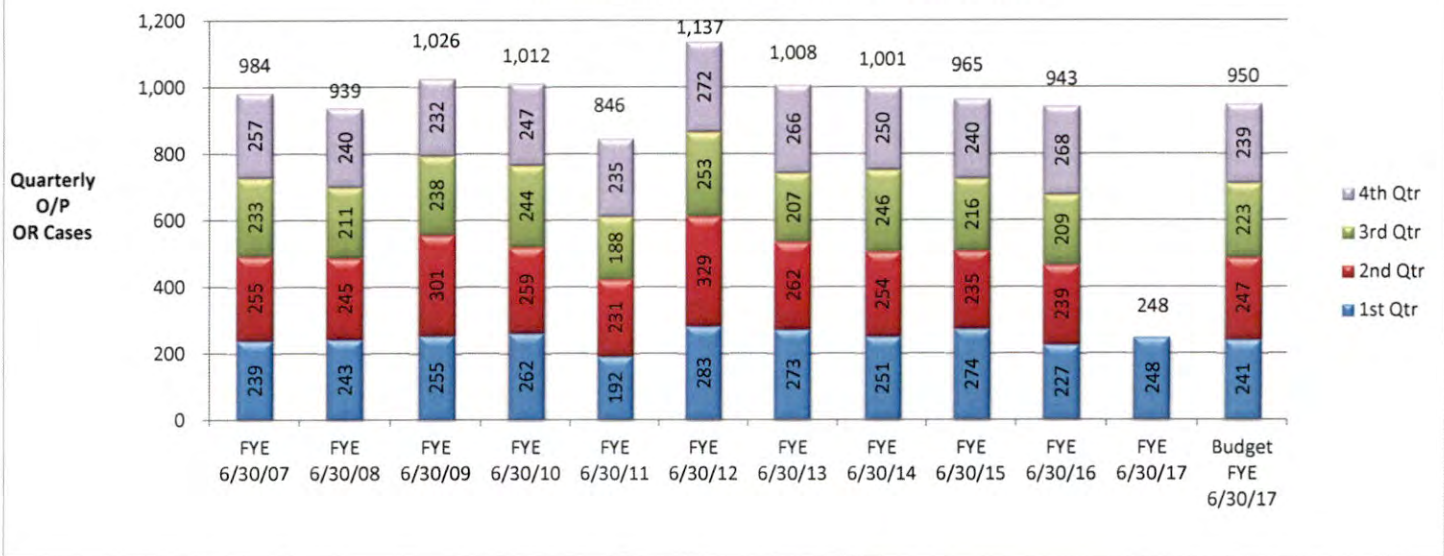
TOTAL TFH ER VISITS



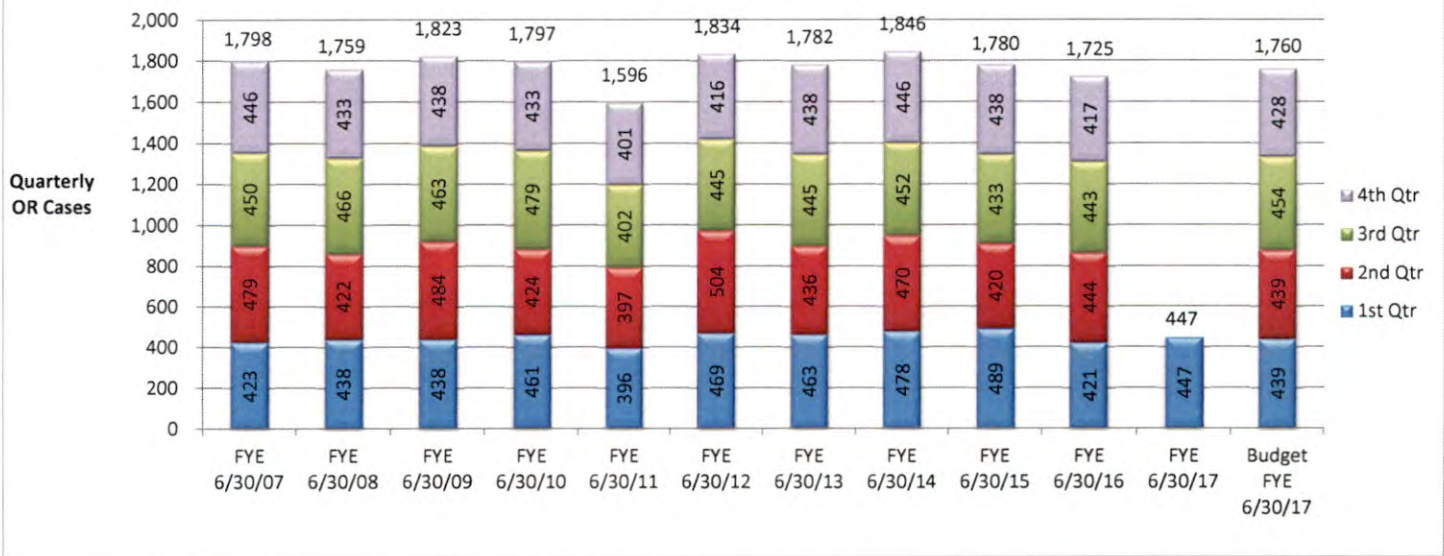
TOTAL TFH INPATIENT OR CASES



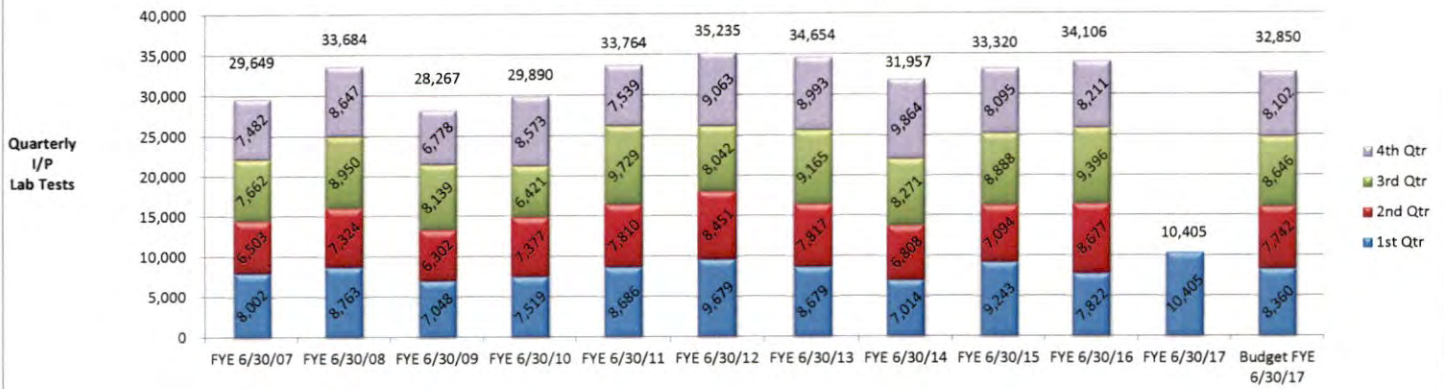
TOTAL TFH OUTPATIENT OR CASES



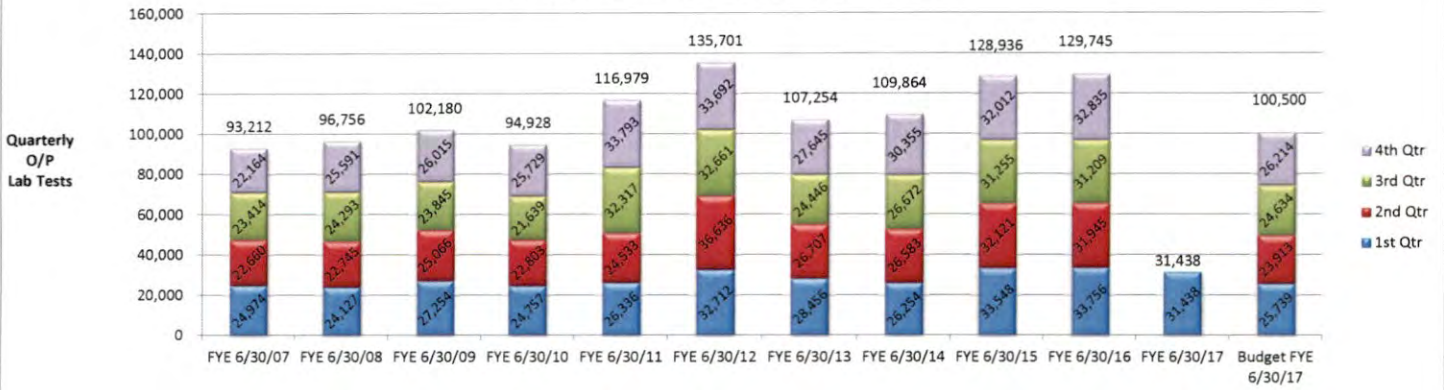
TOTAL TFH OR CASES



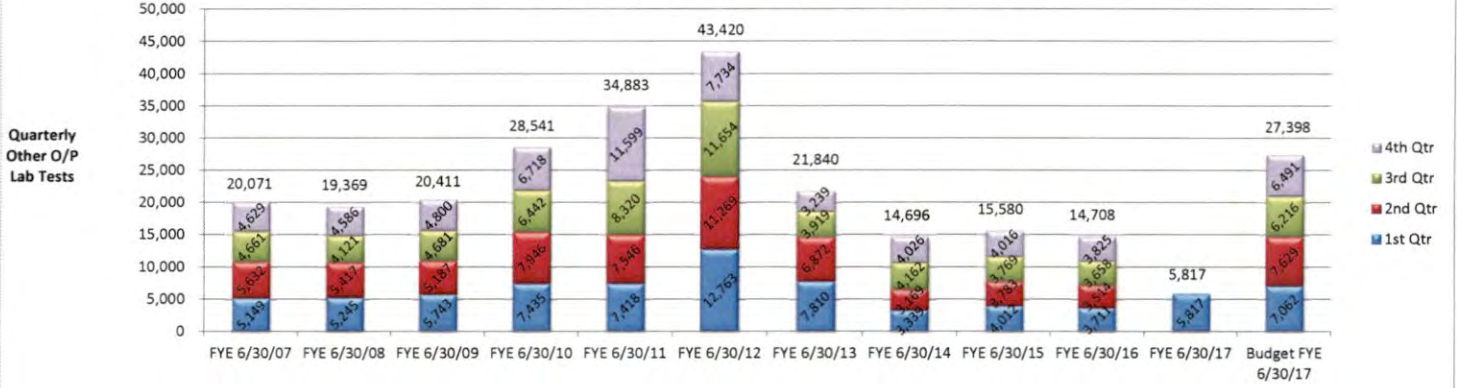
TOTAL TFH INPATIENT LAB TESTS



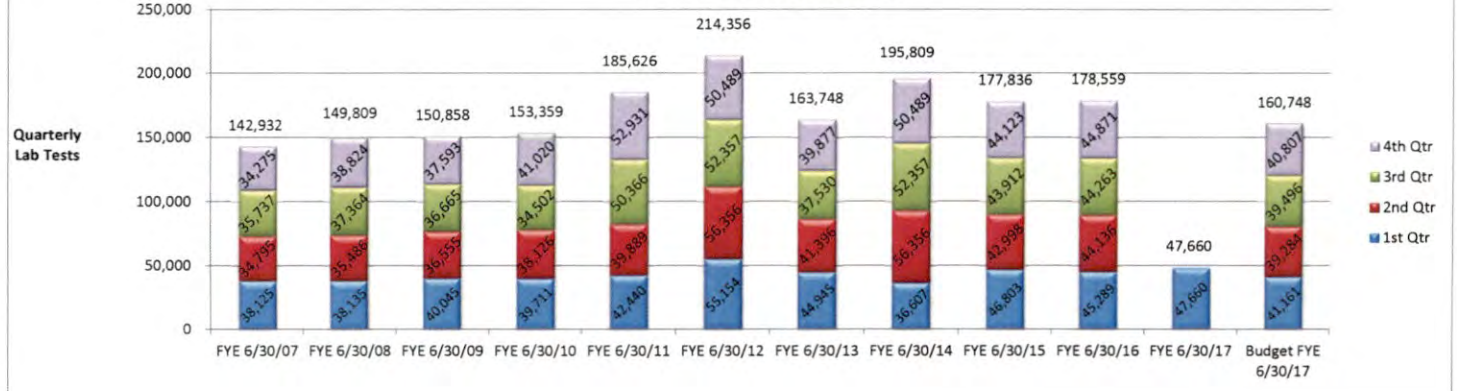
TOTAL TFH OUTPATIENT LAB TESTS



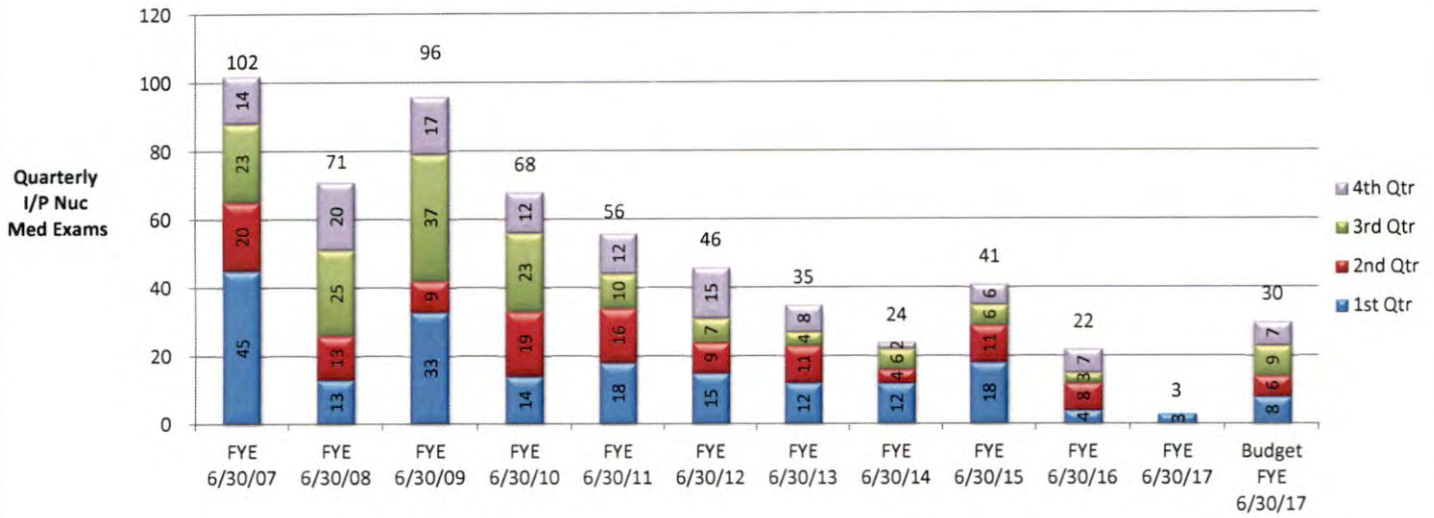
TOTAL TFH OTHER OUTPATIENT LAB TESTS



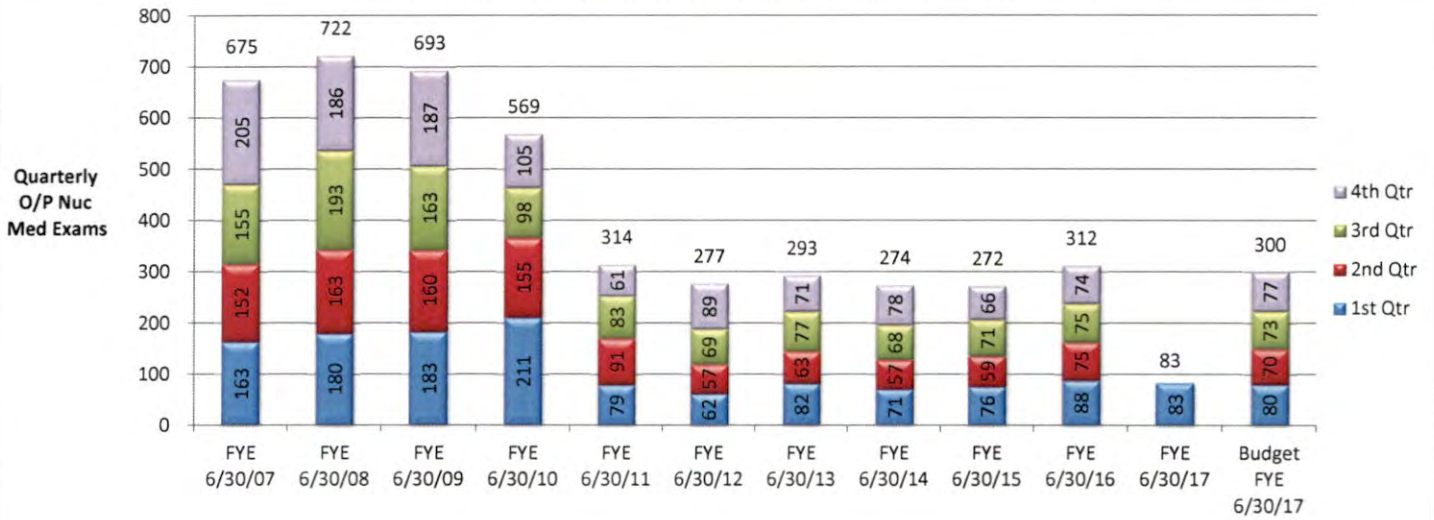
TOTAL TFH LAB TESTS



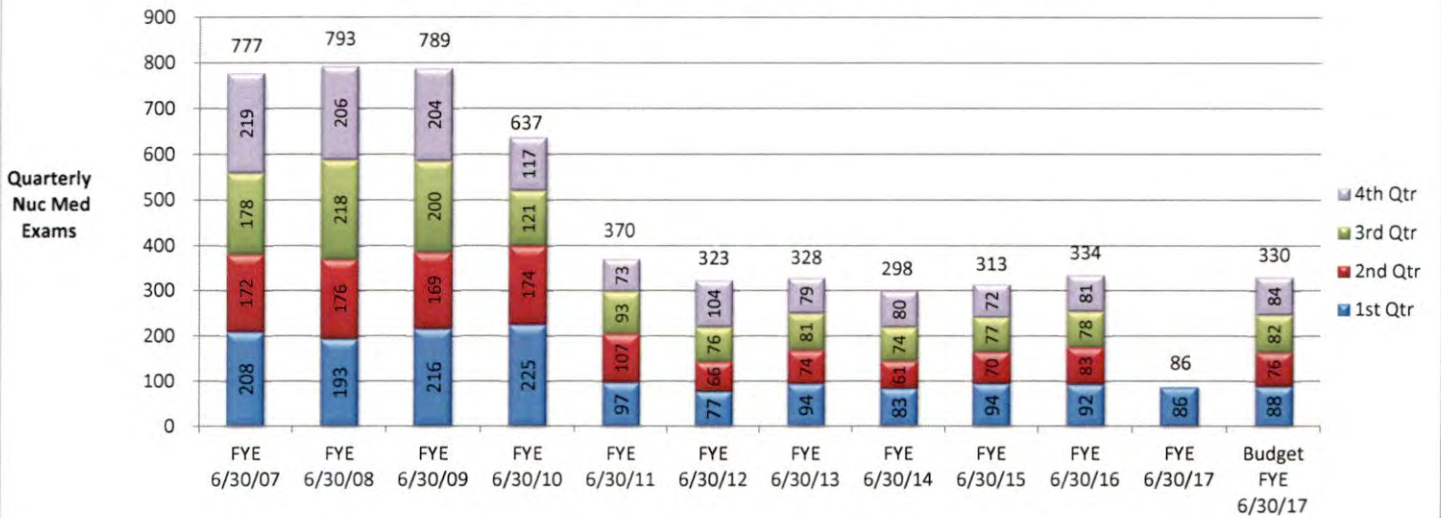
TOTAL TFH NUCLEAR MEDICINE INPATIENT EXAMS



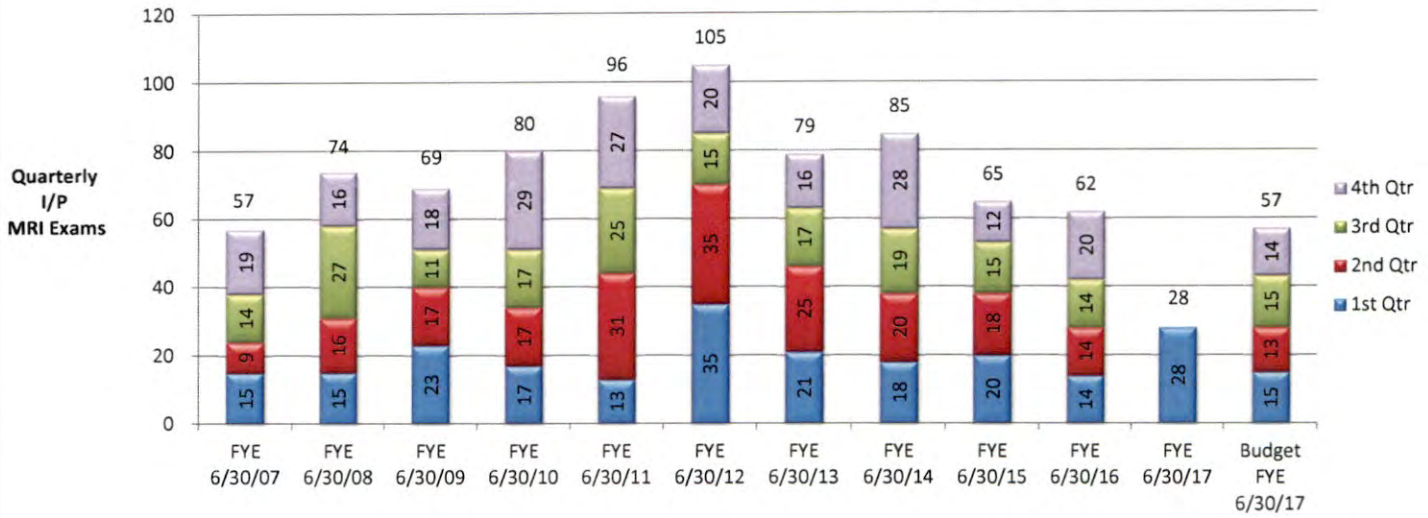
TOTAL TFH NUCLEAR MEDICINE OUTPATIENT EXAMS



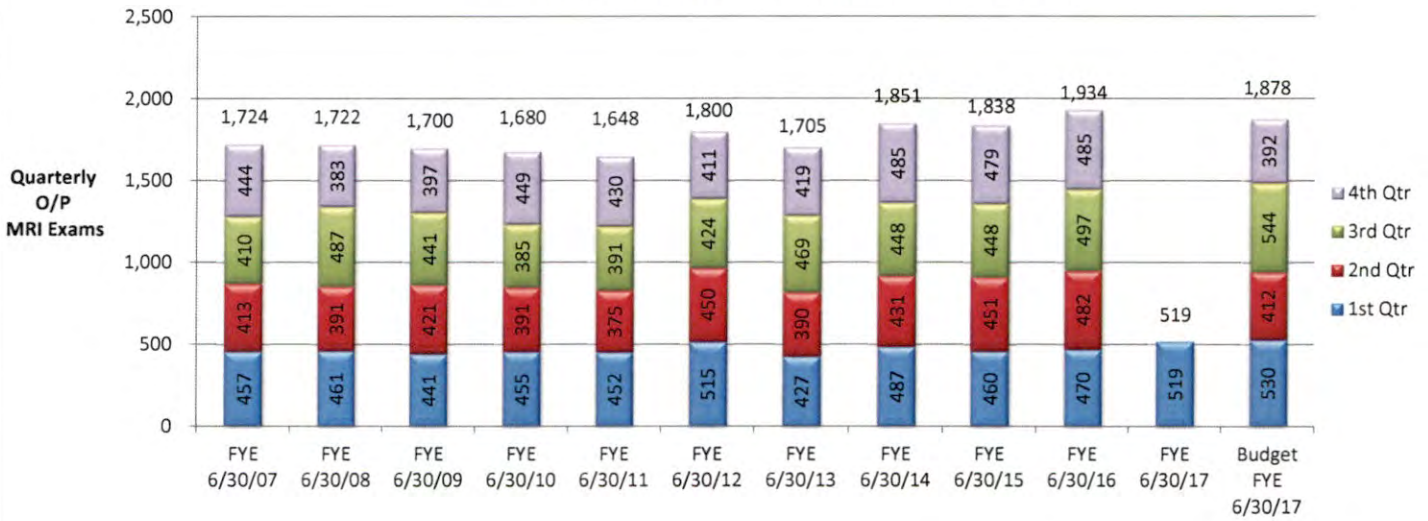
TOTAL TFH NUCLEAR MEDICINE EXAMS



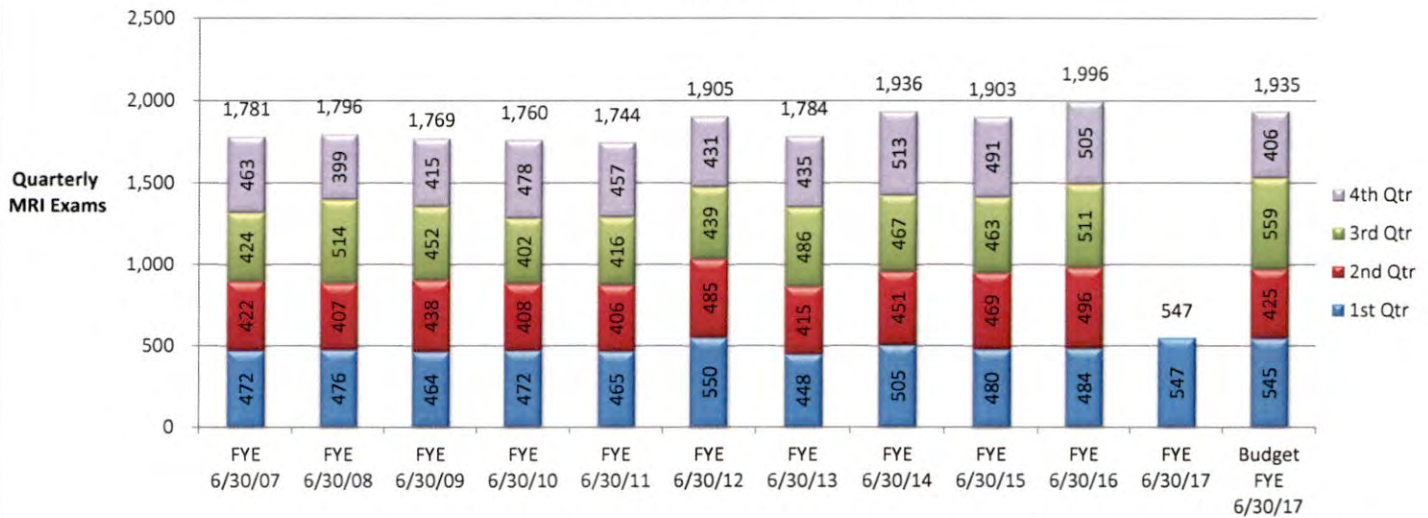
TOTAL TFH MRI INPATIENT EXAMS



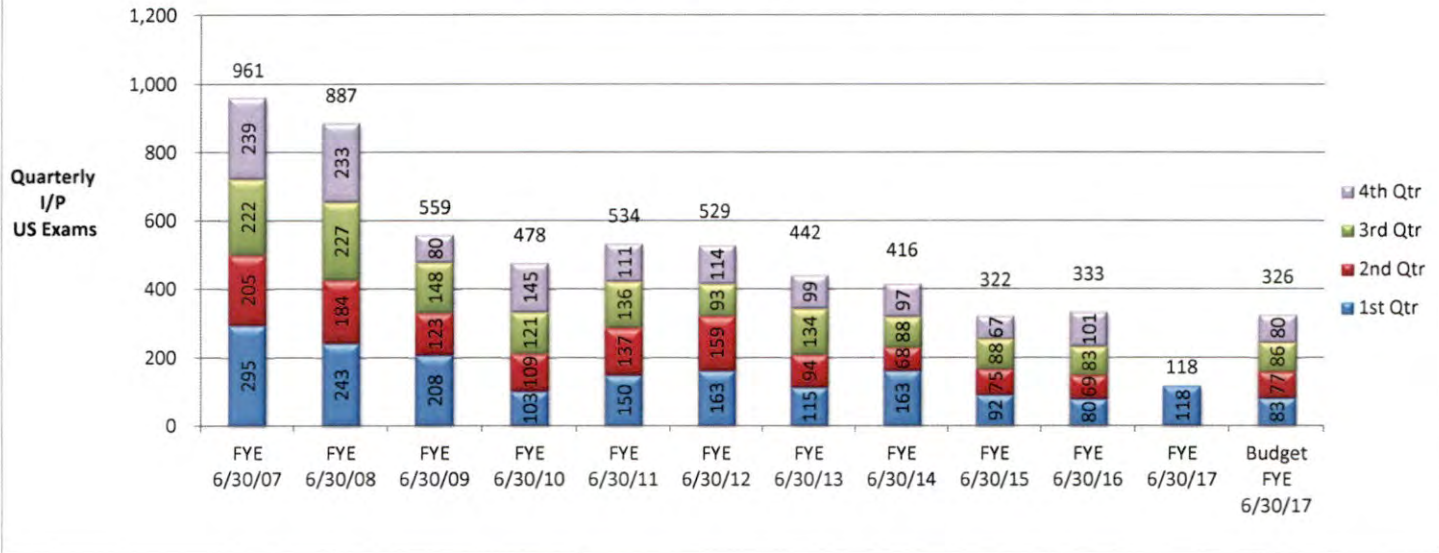
TOTAL TFH MRI OUTPATIENT EXAMS



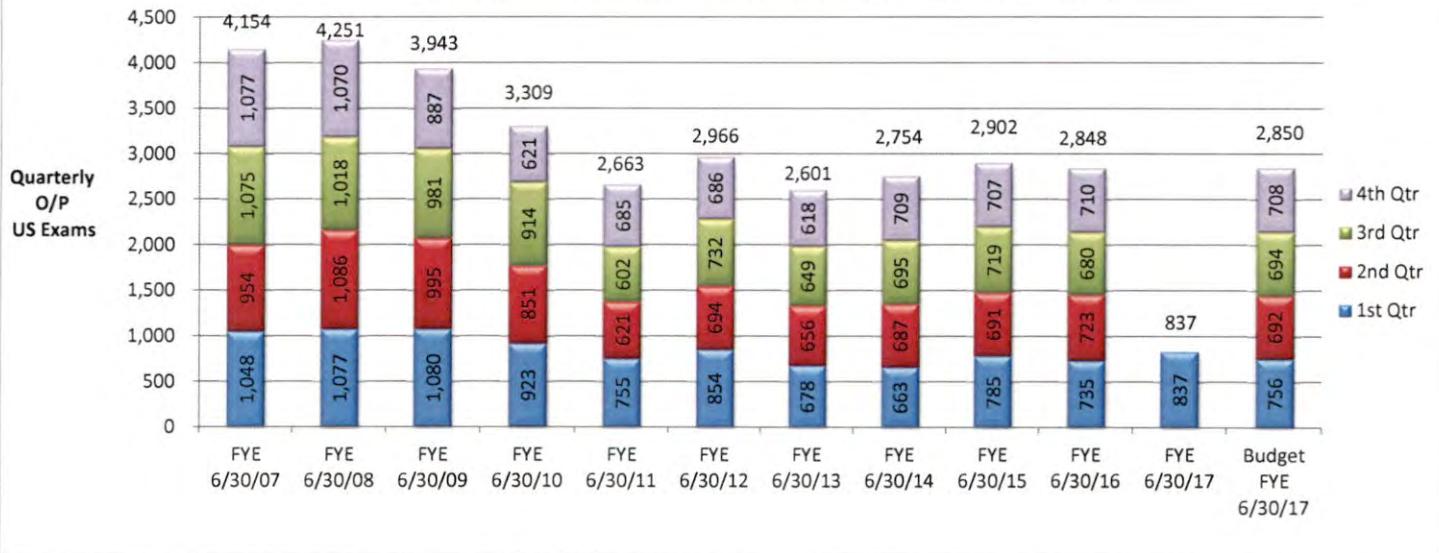
TOTAL TFH MRI EXAMS



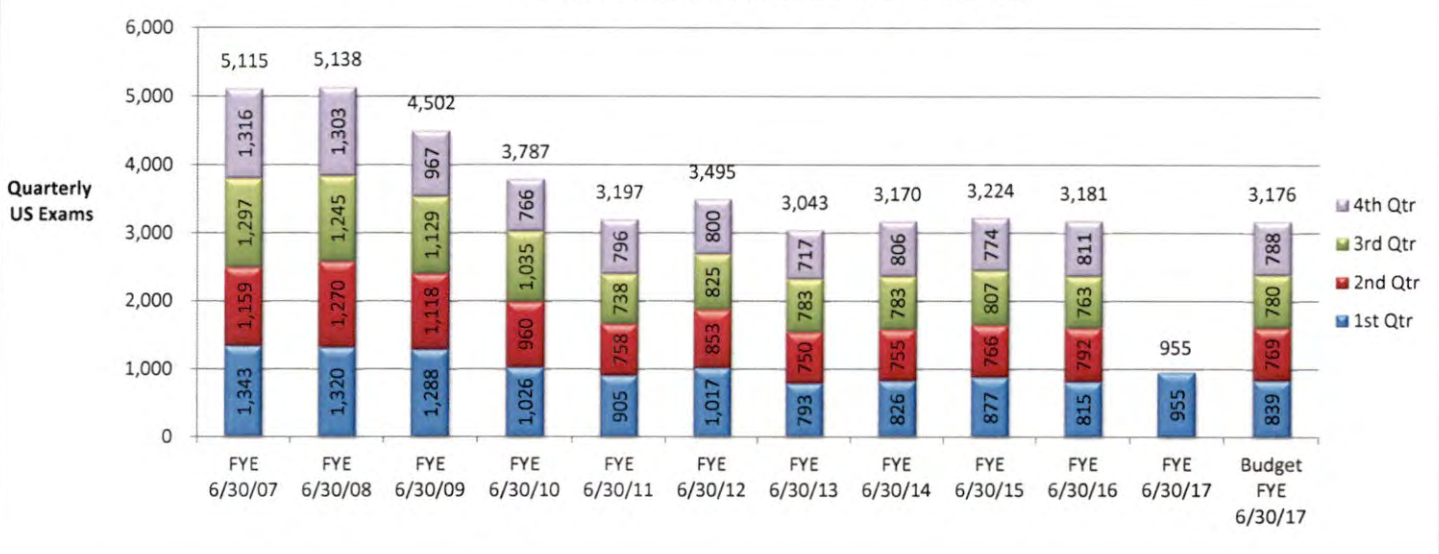
TOTAL TFH ULTRASOUND INPATIENT EXAMS



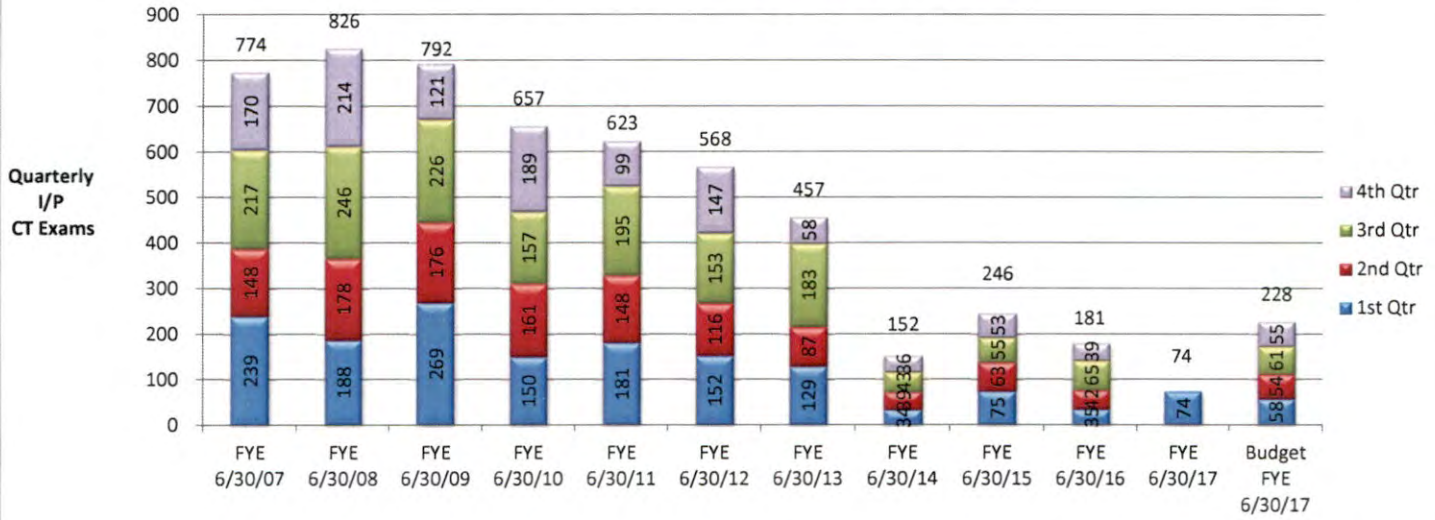
TOTAL TFH ULTRASOUND OUTPATIENT EXAMS



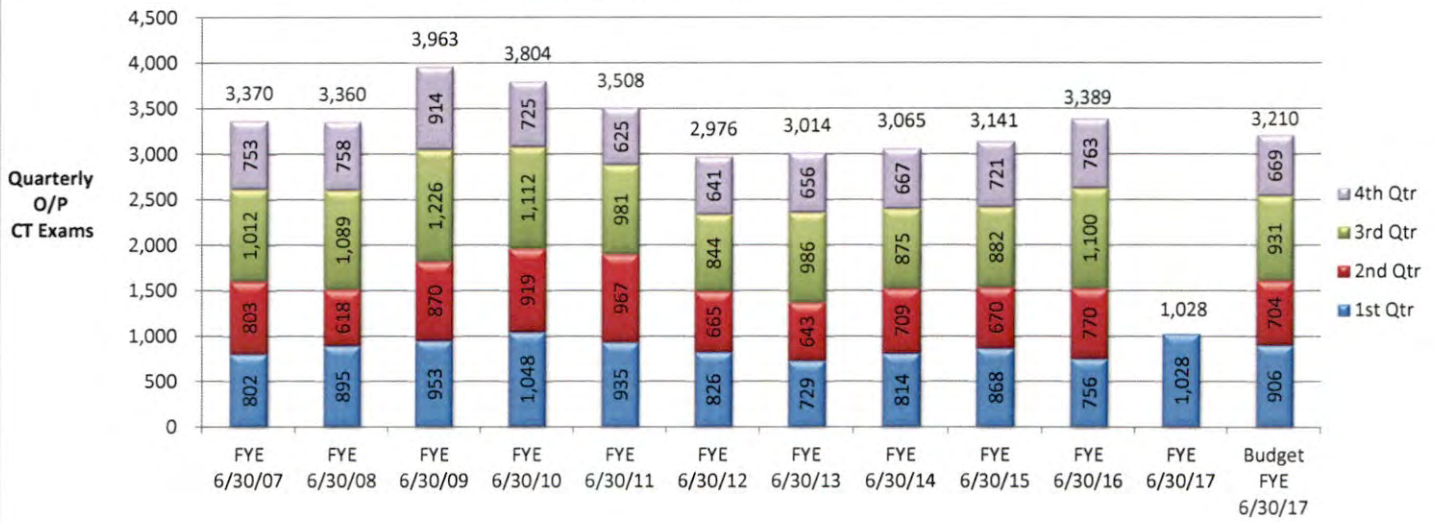
TOTAL TFH ULTRASOUND EXAMS



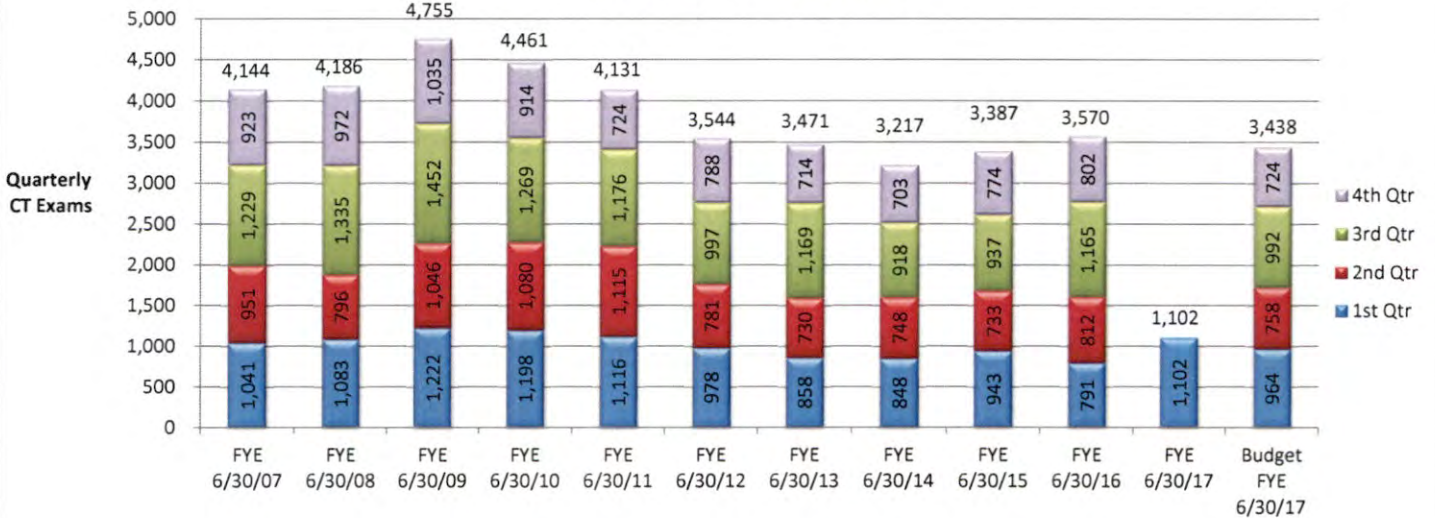
TOTAL TFH CT INPATIENT EXAMS



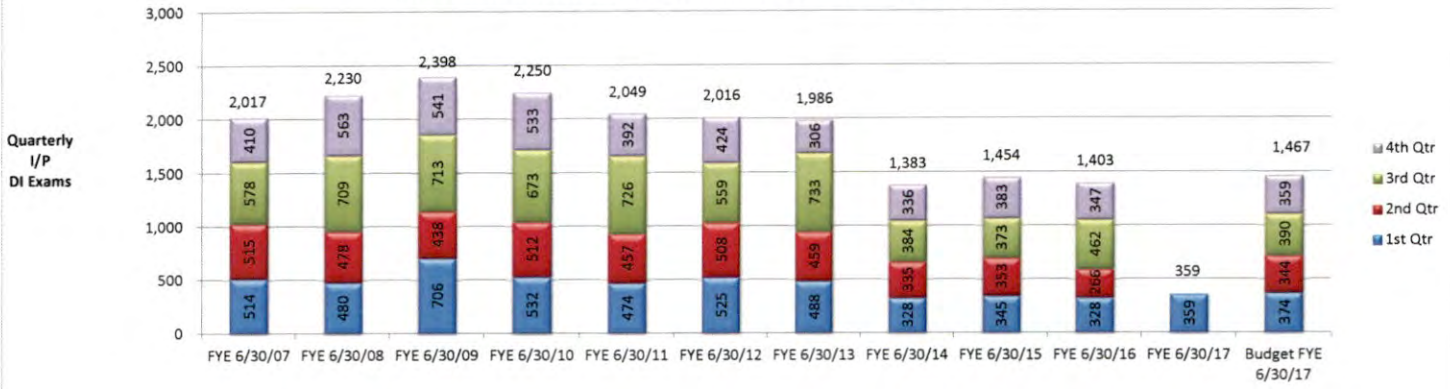
TOTAL TFH CT OUTPATIENT EXAMS



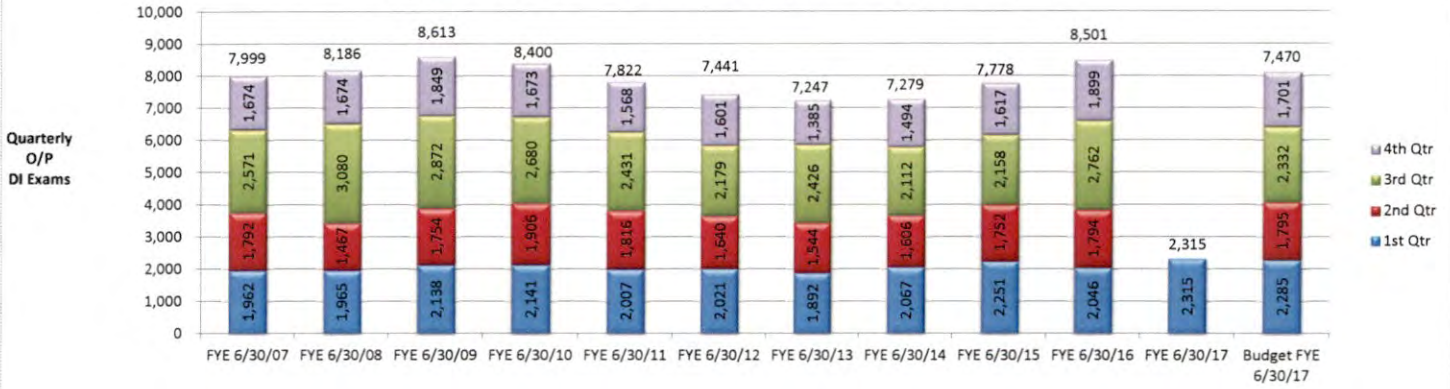
TOTAL TFH CT EXAMS



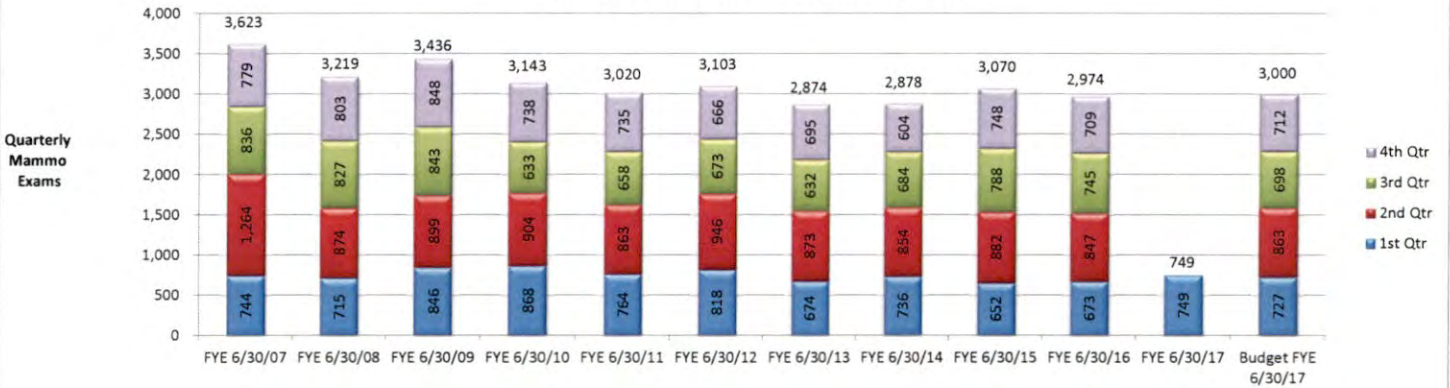
TOTAL TFH INPATIENT DIAGNOSTIC IMAGING EXAMS



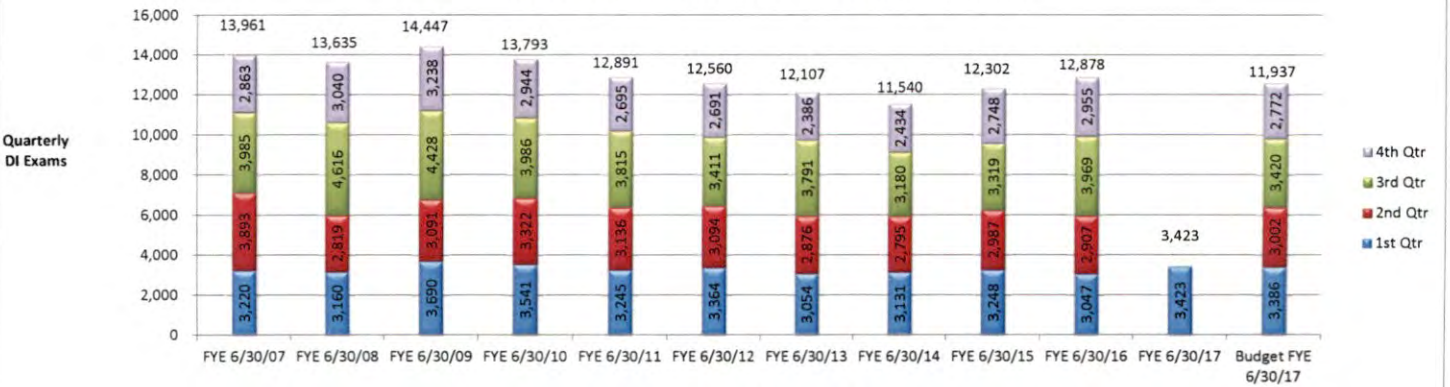
TOTAL TFH OUTPATIENT DIAGNOSTIC IMAGING EXAMS



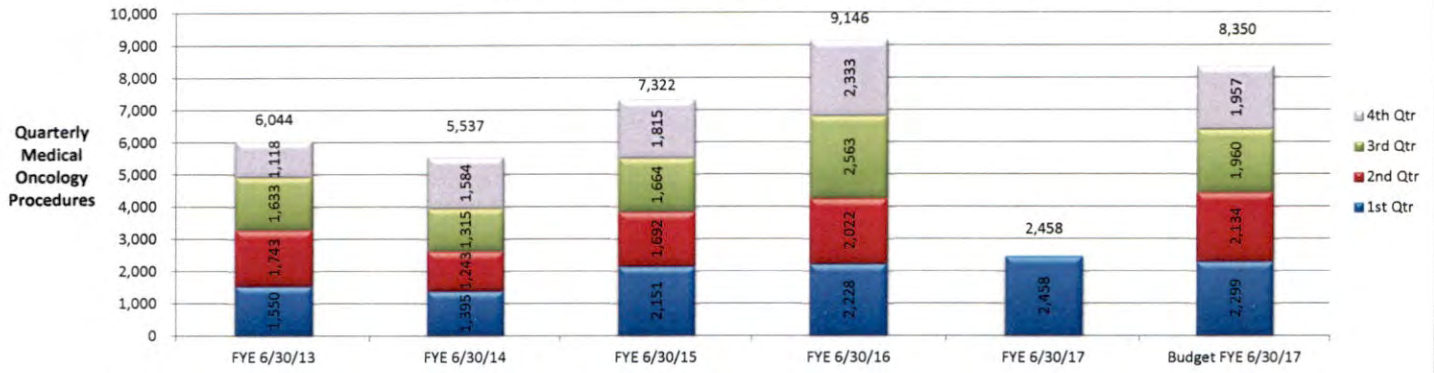
TOTAL TFH MAMMOGRAPHY EXAMS



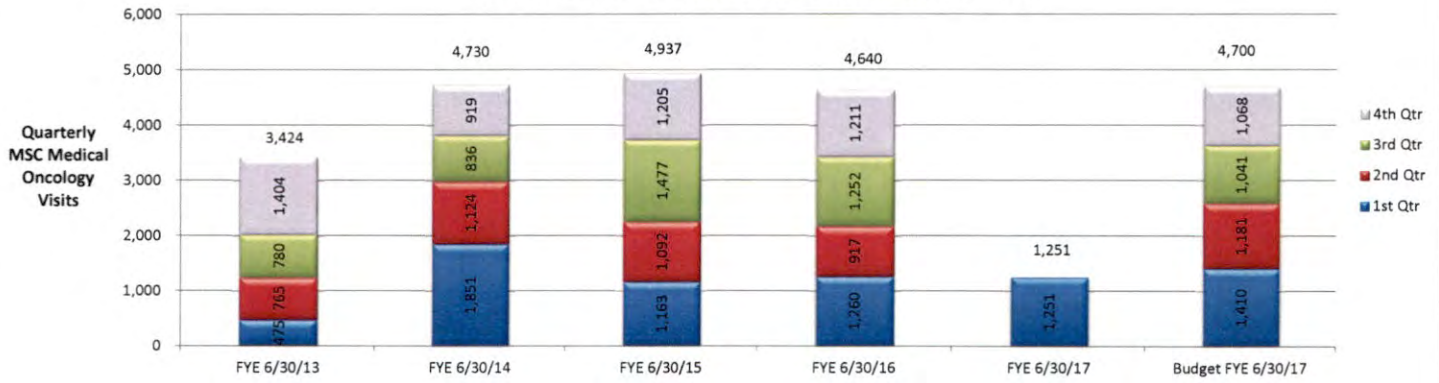
TOTAL TFH DIAGNOSTIC IMAGING EXAMS



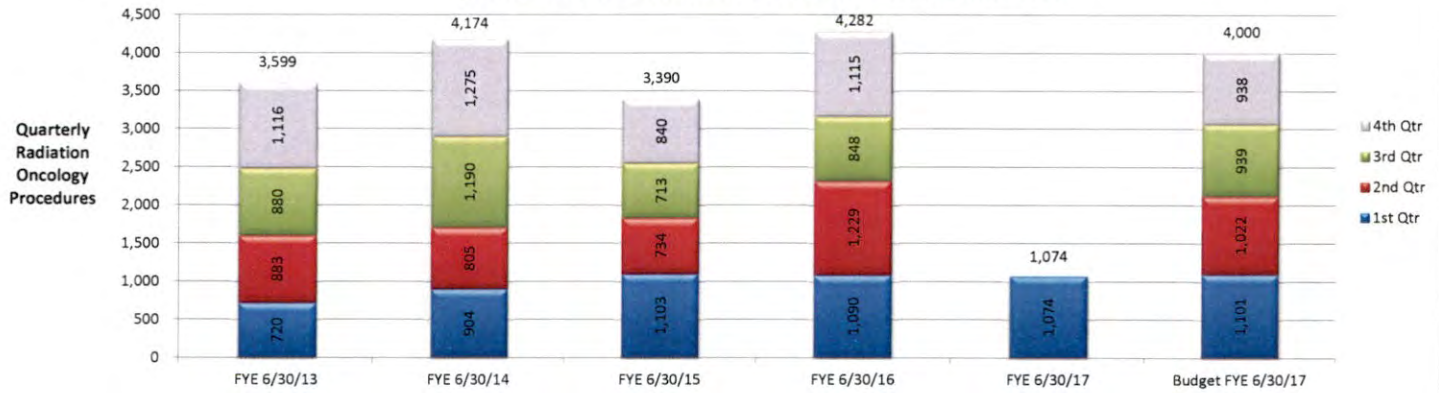
TOTAL TFH MEDICAL ONCOLOGY PROCEDURES



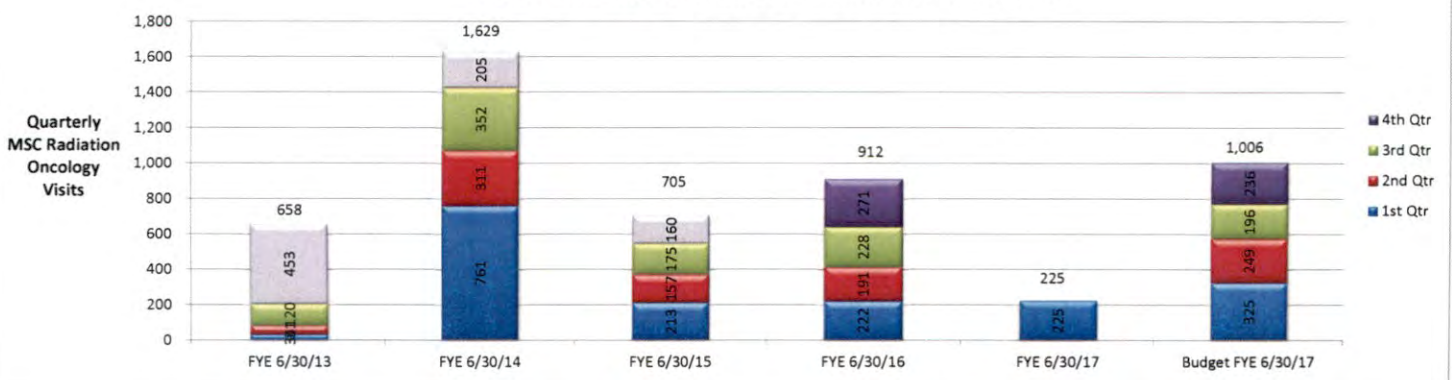
TOTAL TFH MSC MEDICAL ONCOLOGY VISITS



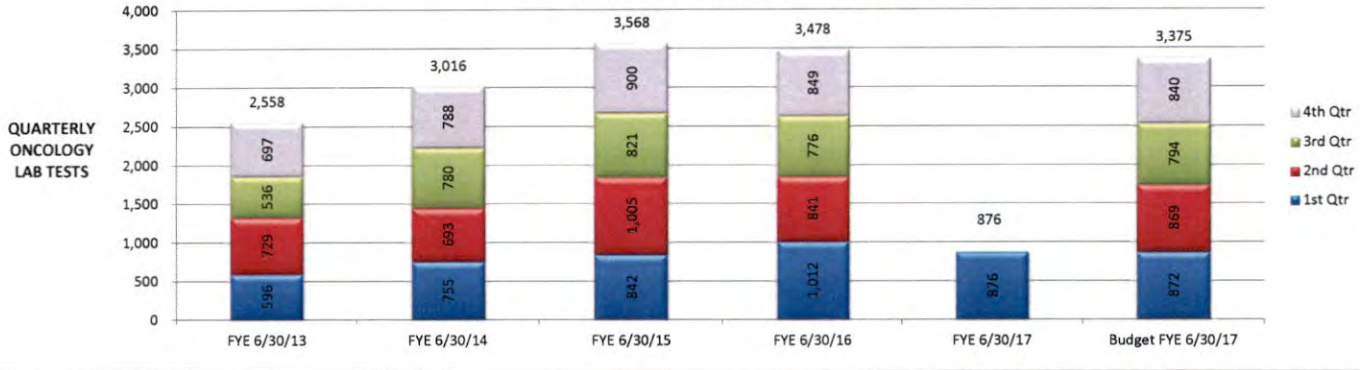
TOTAL TFH RADIATION ONCOLOGY PROCEDURES



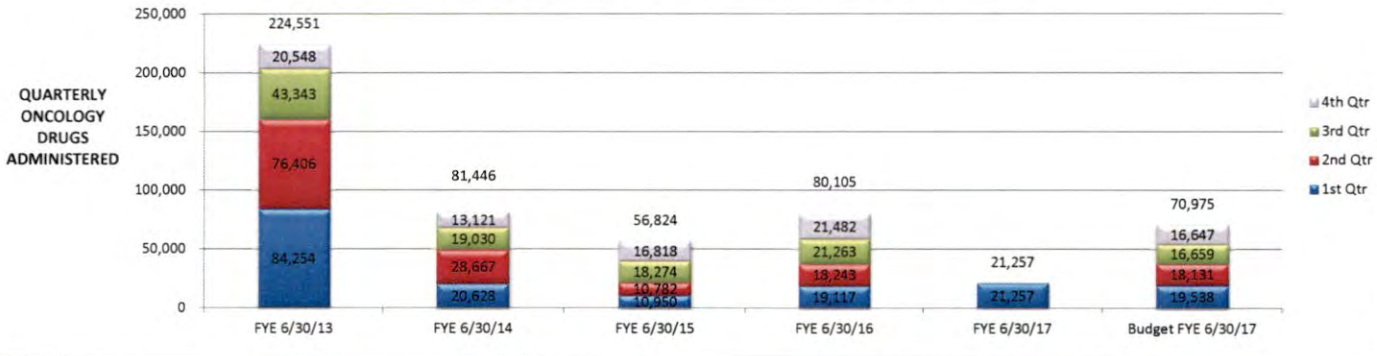
TOTAL TFH MSC RADIATION ONCOLOGY VISITS



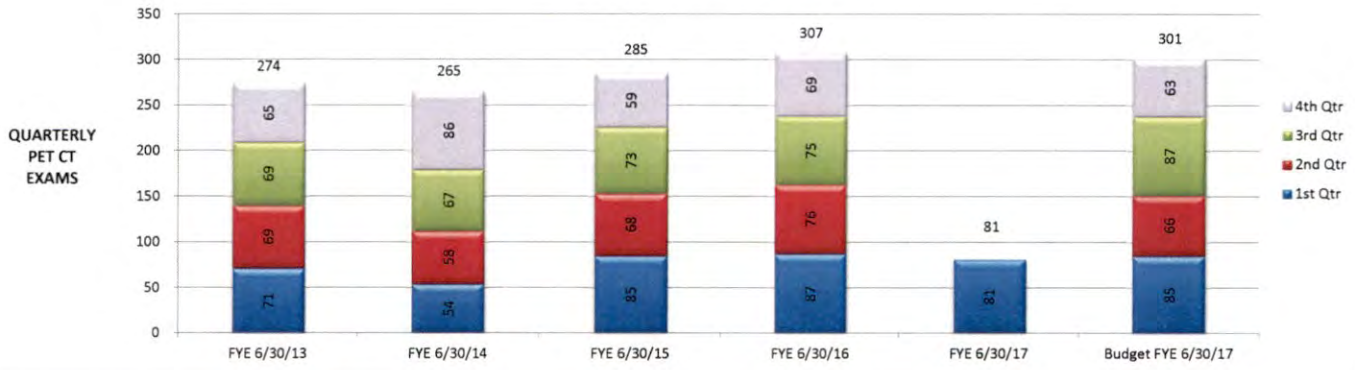
TOTAL TFH ONCOLOGY LABORATORY TESTS



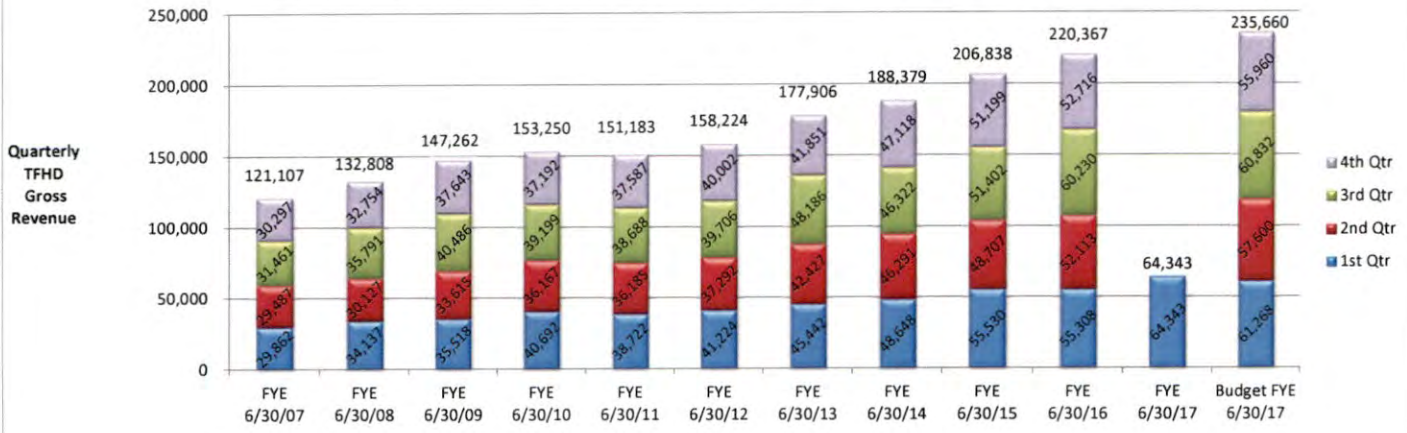
TOTAL TFH ONCOLOGY DRUGS SOLD TO PATIENTS



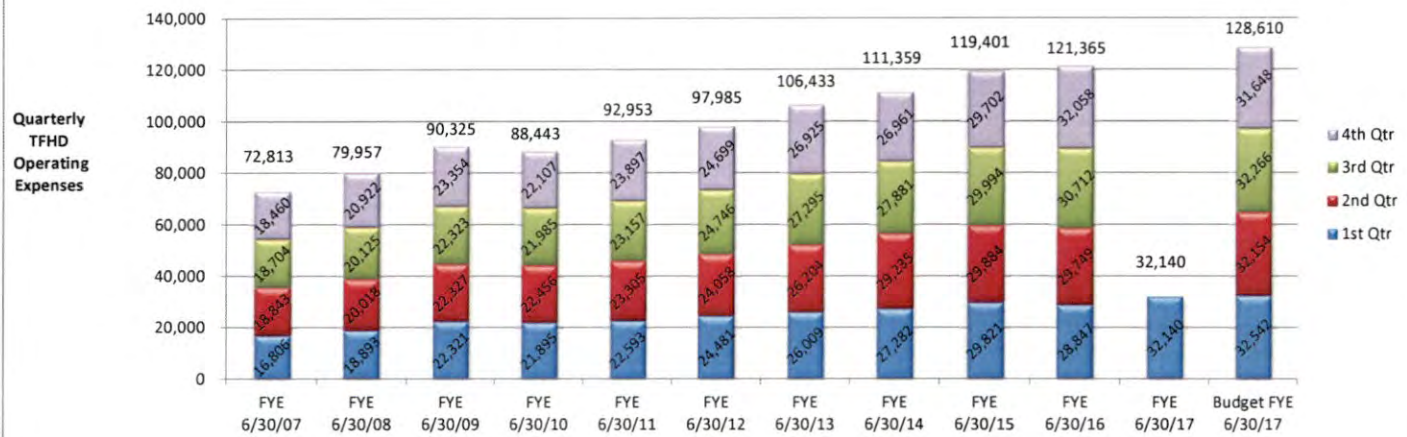
TOTAL TFH PET CT EXAMS



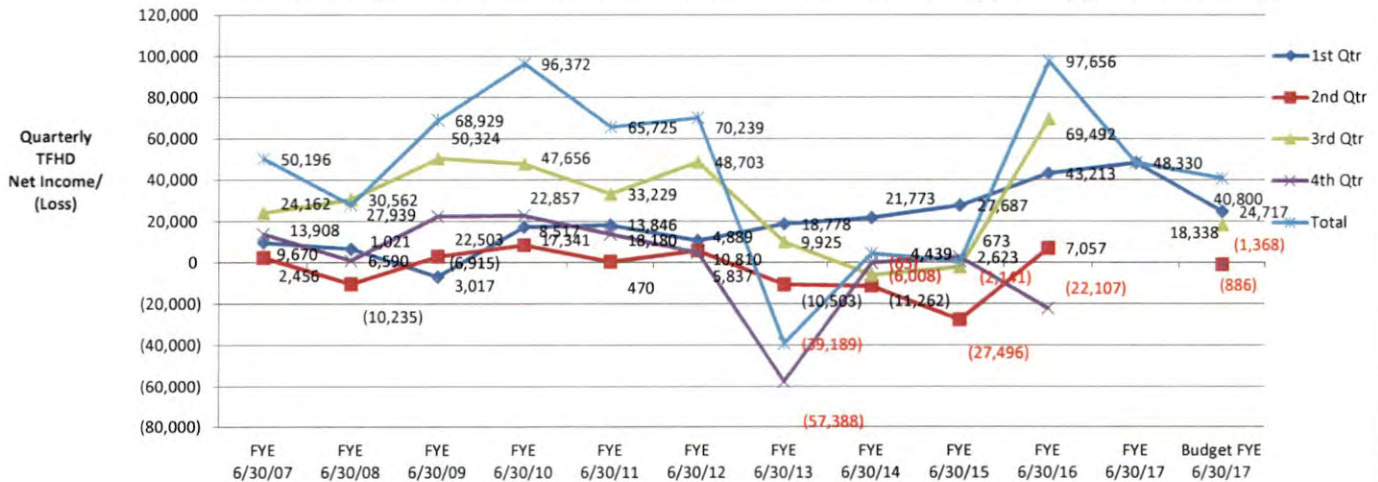
TAHOE FOREST HOSPITAL DISTRICT TOTAL GROSS REVENUE (In Thousands)



TAHOE FOREST HOSPITAL DISTRICT TOTAL OPERATING EXPENSES (In Thousands)



TAHOE FOREST HOSPITAL DISTRICT TOTAL NET INCOME/(LOSS) (In Hundreds)



Incline Village Community Hospital
 Operating Indicators
 Month & YTD June 2017
 September 30, 2016

	YTD Actual	YTD Budget	YTD Variance	YTD % Variance
Admissions	0	3	(3)	-100.00%
Registrations	2,609	2,827	(218)	-7.71%
I/P Days	1	2	(1)	-50.00%
Observation Days	10	8	2	25.00%
Total Days	11	10	1	10.00%
Emergency Visits	1,229	1,169	60	5.13%
<u>Surgical Services:</u>				
Cases - Inpatient	0	0	0	0.00%
Cases - Outpatient	20	24	(4)	-16.67%
Total Cases	20	24	(4)	-16.67%
Minutes	6,245	7,415	(1170)	-15.78%
Laboratory Tests (inc EKG's)	8,879	7,529	1350	17.93%
Radiology - I / P Exams	2	1	1	100.00%
Radiology - O / P Exams	212	202	10	4.95%
Radiology - ER Exams	491	537	(46)	-8.57%
Radiology (inc mammos) Totals	705	740	(35)	-4.73%
CT - I / P Exams	0	0	0	0.00%
CT - O / P Exams (Inc. U/S)	51	39	12	30.77%
CT - ER Exams	226	198	28	14.14%
Total Cat Scan Exams	277	237	40	16.88%
Pharmacy - I/P units	103	34	69	202.94%
Pharmacy - O/P units	2,950	2,722	228	8.38%
Pharmacy Totals	3,053	2,756	297	10.78%
IV's - Inpatient	3	0	3	0.00%
IV's - Outpatient	182	82	100	121.95%
Total IV's	185	82	103	125.61%
RT - I/P Procedures	15	0	15	0.00%
RT - O/P Procedures	437	0	437	0.00%
R/T Totals	452	0	452	0.00%
Sleep Clinic Visits	38	45	(7)	-15.56%
<u>Perioperative Services Minutes</u>				
OR - Inpatients	0	0	0	0.00%
OR - Outpatients	1,955	2,089	(134)	-6.41%
OR - Total	1,955	2,089	(134)	-6.41%
Total ASD	3,703	4,712	(1009)	-21.41%
I/P Recovery	0	0	0	0.00%
O/P Recovery	587	614	(27)	-4.40%
Total Recovery	587	614	(27)	-4.40%
Pain Clinic	0	0	0	0.00%
Procedure Room	0	0	0	0.00%
Total Surgicenter Minutes	6,245	7,415	(1170)	-15.78%
<u>Anesthesia - Minutes</u>				
Inpatient	0	0	0	0.00%
Out Patient	1,911	2,170	(259)	-11.94%
Elsewhere	0	0	0	0.00%
Total Anesthesia - Minutes	1,911	2,170	(259)	-11.94%
<u>Dietary</u>				
Patient Meals	165	222	(57)	-25.68%
Pantries	906	555	351	63.24%
Non-patient Meals	0	0	0	0.00%
Total Meals	1,071	777	294	37.84%
Flu Shots	0	53	(53)	-100.00%
P/T - 42 076	7,424	8,220	(796)	-9.68%
OT - 42 080	259	308	(49)	-15.91%
Diamond Peak - Patients Seen	0	0	0	0.00%
Incline Village Health Clinic	704	400	304	76.00%

RESOLUTION NO. 2016-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TAHOE FOREST HOSPITAL DISTRICT AUTHORIZING THE USE OF THE DESIGN-BUILD CONTRACTING PROCEDURES IN ACCORDANCE WITH HEALTH AND SAFETY CODE SECTION 32132.5 AND DELEGATING CERTAIN RESPONSIBILITIES TO THE CHIEF EXECUTIVE OFFICER

WHEREAS, as of January 1, 2017, Health and Safety Code section 32132.5, subdivision (a) authorizes the Board of Directors of a health care district to approve the use of the design-build procedure described in Chapter 4 (commencing with Section 22160) of Part 3 of Division 2 of the Public Contract Code to assign contracts for the construction of a building or improvements directly related to construction of a hospital or health facility building;

WHEREAS, the Tahoe Forest Hospital District wishes to the use the design-build procedure referred to above for projects that meet the established criteria to obtain the cost benefits associated with design-build; and

WHEREAS, the Board of Directors seeks to approve use of the design-build procedures for all eligible projects by the District and delegate to the Chief Executive Officer certain authority, subject to the Board's ultimate authority for final approvals.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Tahoe Forest Hospital District, that:

SECTION 1. The design-build procedure described in Chapter 4 (commencing with Section 22160) of Part 3 of Division 2 of the Public Contract Code to assign contracts for the construction of a building or improvements directly related to construction of a hospital or health facility building is approved for use by the District.

SECTION 2. The Chief Executive Officer is authorized to:

- a. Determine whether design-build shall be used for any eligible project as provided by law;
- b. Initiate proceedings for bidding eligible projects, including determining whether any project will be awarded by the low bid or best value method;
- c. Oversee the Request for Qualifications and Request for Proposals required by the Public Contracts Code to gather bids;
- d. Prepare a recommendations for the Board; and
- e. Take all action necessary to carry out these actions.

SECTION 3. The Board shall retain its authority to award all contracts under the design-build procedures.

SECTION 4. This resolution shall take effect on January 1, 2017.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Board of Directors of the Tahoe Forest Hospital District duly called and held in the District this ___nd day of _____, 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:;

CHARLES ZIPKIN, MD
President, Board of Directors
Tahoe Forest Hospital District

ATTEST:

JOHN MOHUN
Secretary, Board of Directors
Tahoe Forest Hospital District



Board Executive Summary

By: Ted Owens
Executive Director
Governance & Business
Development

DATE: October 21, 2016

ISSUE:

Summary of California Assembly Bill 957 (Hueso)

BACKGROUND:

The Local Agency Public Construction Act requires that public agencies invite separate bids for both design and construction; this is known as the “Design-Bid-Build” method which creates two distinct phases of design and construction. Tahoe Forest Hospital District was by law, required to utilize this method for the Measure C projects.

State law allows some state and local government entities to use the “Design-Build” method whereby both design and construction services are provided by a single company before the development of plans and specifications. This method is considered less time consuming and less expensive.

AB 957 specifies that a healthcare district (78 such districts) may now use the “Design-Build” procedure as state law had established for other public agencies. Healthcare districts may utilize “Design-Build” for buildings associated with hospitals and healthcare facilities including clinics and skilled nursing facilities.

ACTION REQUESTED:

Approve Resolution 2016-10



save the dates

LEADERSHIP ACADEMY

February 2-3, 2017
Sacramento, CA

LEGISLATIVE DAY

April 3-4, 2017
Sacramento, CA

65TH ANNUAL MEETING

September 13-15, 2017
San Diego, CA





ACHD

ASSOCIATION OF CALIFORNIA
HEALTHCARE DISTRICTS

LEADERSHIP ACADEMY

When: February 2-3, 2017

Where: Hyatt Regency, Sacramento, 1209 L Street, Sacramento, Ca 95815

Event: The Leadership Academy is designed to provide new and veteran Trustees and Administrators with the knowledge and skills necessary to effectively govern a Healthcare District. Healthcare District Executives, Clerks and Secretaries to the Board are encouraged to take advantage of this educational opportunity.

LEGISLATIVE DAY

When: April 3-4, 2017

Where: Hyatt Regency, Sacramento, 1209 L Street, Sacramento, Ca 95815

Event: Legislative Day is an opportunity for Healthcare District Trustees and Administrators to connect with Legislative Representatives at the State Capitol. The educational program will provide detailed information regarding the most pressing legislative issues, while creating opportunities for Trustees and Administrators to foster relationships with state lawmakers.

65TH ANNUAL MEETING

When: September 13-15, 2017

Where: Kona Kai Resort and Spa, 1551 Shelter Island Drive, San Diego, Ca 92106

Event: As the state of health care continues to evolve and the pace of change continues to increase, we wonder: how will our important Member Districts evolve to meet the challenges ahead and continue to serve their communities? ACHD's Annual Meeting will provide opportunities to hear different perspectives on a wide variety of topics, ranging from effective governance to advancing the health in your communities, while providing opportunities to share your experiences and views with your Healthcare District colleagues.

questions: **Sheila Johnston**, Member Services Specialist | sheila.johnston@achd.org | 916-266-5208
1215 K Street Suite 2005 · Sacramento, CA 95814





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Corporation

2017 EDUCATION AGENDA

Conference Dates
Education Agenda
Ongoing Governance Education
Expert Faculty & Advisors
Editorial Board

2017 CONFERENCES



JANUARY 15-18
Leadership Conference
The Ritz-Carlton, Naples
Naples, Florida



FEBRUARY 4-5
Alignment of Governance & Leadership
in Healthcare (Pre-Session)
Boca Raton Resort & Club
Boca Raton, Florida



FEBRUARY 5-8
Leadership Conference
Boca Raton Resort & Club
Boca Raton, Florida



APRIL 23-26
Leadership Conference
Fairmont Scottsdale Princess
Scottsdale, Arizona



APRIL 23-25
Physician Leadership Track
Fairmont Scottsdale Princess
Scottsdale, Arizona



AUGUST 13-15
Governance Support Forum
The Westin Copley Place, Boston
Boston, Massachusetts



SEPTEMBER 10-13
Leadership Conference
The Broadmoor
Colorado Springs, Colorado



OCTOBER 29-NOVEMBER 1
Leadership Conference
Four Seasons Resort & Club Dallas at Las Colinas
Dallas, Texas



DATE TBA
System Forum
Location to be announced

2017 EDUCATION AGENDA

“Intentional Governance” is a framework under which high-performing boards can build efficiencies and innovative capabilities to succeed in transforming healthcare. Creating a board that is as nimble and effective as the organization it oversees takes intent and focus—in other words, leadership through Intentional Governance. The Governance Institute’s education programs and publications are designed to support this level of board and executive leadership. The Governance Institute’s 2017 Education Agenda serves as the framework for conference programs, publications, and Webinars for the year:

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Disruptor Strategies:

Creating Consumer Loyalty across the Continuum

From Quality Improvement to High-Value Care

Building, Improving, & Sustaining Population Health

Risk & Cybersecurity: Translating Data into Meaningful Strategies

Community Health: Local Governance & Partnerships for Change



In addition to the key areas of focus listed above, the following ongoing governance education topics will be addressed in 2017 programs and publications:

Intentional Governance in Practice

Aligning Multi-Tiered Governance in Systems

Integrating Strategic & Financial Oversight

Physician Leaders as Change Agents in the New Healthcare Paradigm

Management vs. Governance: The Right Way to Direct & Influence Change

The Foundation Board’s Role in Increasing Community Engagement & Outreach

Ongoing governance education is available throughout the year via our conferences, publications, Webinars, videos, and customized education solutions. In-depth original research, online tools, board self-assessments, and industry-leading conference speakers form a cohesive curriculum to help all healthcare leaders—board members, senior executives, clinical leaders, and governance support professionals—perform at their highest levels.

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Nursing Accreditation: This continuing nursing education activity was approved by the Western Multi-State Division, an accredited approver by the American Nurses Credentialing Center's Commission on Accreditation. Arizona, Colorado, Idaho, and Utah Nurses Associations are members of the Western Multi-State Division.



CPE: The Governance Institute is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its Web site: www.learningmarket.org.

Program level: Overview • No advanced preparation required

Field of Study: Business Management and Organization

Instructional level: Group Live

"It was nice to share ideas with people from systems across the United States at the networking breakfasts and lunches."

"Phenomenal location."

"First class...very efficient...knowledgeable speakers that were very interesting."

"Thank you for helping us to be better informed board members!"

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"The location of the conference felt very private which allowed time for reflection. Overall very positive experience."

"As always, The Governance Institute conferences are a great use of time, with relevant topics that are presented at a level detailed enough for management, but high enough for trustees."

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2017 GOVERNANCE SUPPORT FORUM

AUGUST 13-15

Governance Support Forum
*The Westin Copley Place, Boston
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2017 SYSTEM FORUM

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System Forum

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Board Executive Summary

By: Crystal Betts
Chief Financial Officer

DATE: October 21, 2016

ISSUE:

The District and Foundations have been utilizing the same audit firm, KCoE Isom (previously Matson & Isom) for the last 9 years, rotating partners every three years to provide “new eyes”. The Board Finance Committee and Board of Directors felt it prudent to evaluate if a change is needed and to look at potential new firms. A Request for Proposal (RFP) was created by management, and approved by the Board Finance Committee on August 24, 2016. An Audit Committee was also established through Resolution 2016-08 by the Board of Directors on September 22, 2016.

The RFP was emailed to 7 firms on August 31, 2016. Those firms were Moss Adams, Eide Bailly, Wipfli, KPMG, Kcoe Isom, TCA Partners (JWT & Associates), and Ernst & Young. Of the 7 firms that received the RFP, 5 submitted proposals by the October 10, 2016 deadline: Moss Adams, Eide Bailly, Wipfli, KPMG, and TCA Partners. These 5 proposals were reviewed and scored by the Audit Committee members, as well as 3 members of management: Harry Weis, CEO; Crystal Betts, CFO; and Jaye Chasseur, Controller. Of the 5 firms that submitted proposals, 3 were selected and notified on October 17, 2016 that they are invited for an on-site interview: Moss Adams, Eide Bailly, and Wipfli. Interviews were conducted on October 20 and 21, 2016. After the on-site interviews, the audit committee felt that the 3 firms ranked in the following order: 1) Moss Adams, 2) Wipfli and 3) Eide Bailly.

ACTION REQUESTED:

At the recommendation of the Audit Committee established by Resolution 2016-08, we request the Board of Directors approve the selection of Moss Adams as the District’s and Foundation’s audit firm, and direct management to move forward in negotiating a contract, with the final negotiated contract brought to the November 17, 2016 board meeting for approval by the Board of Directors.



Board Report

By: Ryan Solberg
Regional Director
Agility Health

DATE: October 2016

Introduction: Ryan Solberg, PT

History with the District: 15 years with previous provider (TNTR), 13 years as the clinical director at IVCH PT and Medical Fitness. Started the clinic from the ground up to a staff of 13 with 6 FTEs (PT and OT outpatient services).

Agility Transition: Transition occurred: May 1st, 2016

- Transition from paper documentation to EMR/ practice management system
- Transitioned clinician staff to documentation of all evaluations, daily notes, progress notes, d/c summaries, plan of care, and charges.
- Transparency of productivity reports, cancellation rates, physician referral trends.
- Internal move with PT/ Wellness in relocating the two depts. to allow for optimal patient way finding. Main entry/ office are now therapy operations. Added improved IT upgrades (dual monitors, scanners) allowing office staff to work in both systems (CPSI and Agile EMR)- critical for audit/ posting of charges to help minimize errors
- Scanning documents into Agile EMR to transition to a fully integrated EMR
- Charges being pulled from Agile into CPSI – decreasing labor costs
- Improve referral call back within 24 hours (total of 3 calls made to patient before a call is made to the physician office – all documented on a log)
- Scheduling of new patients – 3-5 days with 72 hours being the goal
- Reminder calls implemented
- Print calendars for patient appointments
- Follow up calls for no show patients
- Active cancellation list to allow for quick addition of patients in need of a appointments
- New fax system of receiving inbound fax folders for receiving referrals and signed POCs/ progress notes
- New pager system/ chrome books act as dual notification systems for therapist to be notified their patient has arrived
- Improved quality assurance program –include intake and discharge functional outcome surveys as well as D/C patient satisfaction surveys.
- Improved Staff satisfaction has been high with most who all feel they are more productive with the addition of the EMR
- Staff retention has been excellent with the return of four PTs that had left during transitional period. In addition we have added several FTE to address our increasing volumes at all three clinics.

- Customized patient treatment times based on therapist's recommendation
- Expanded PT services to include a dedicated quiet neuro/pediatric room.
- Internal move to allow for improved patient flow from waiting room to tables, relocated aide station to view all parts of the clinic/ gym
- Continued aftercare program to allow patients to have concurrent and aftercare memberships at a discounted rate for up to two months after being d/c'd from therapy. Transition to Wellness services with medical supervision
- PT and Wellness programming is moving back to the original vision of TCHSP
- Improved Orthopedic service line navigation– recently began scheduling all upcoming total joint clients to have their pre-op PT appt. on the same day as the pre-admit process. Improved patient navigation with Jadwiga helping manage the patient's schedule. She is now sending all hard scheduled total joint surgery patients to our clinics to ensure scheduling or pre-op appointment occurs on same day as their pre-admit day.
- Currently finalizing the patient total joint handbook which will launch by January, 2017. Launch of pre-op camp (November/December).
- Developing a Wound Therapy program with physician oversight to accommodate the growth of Wound treatments – Ellen Cooper to help provide physician oversight, Rachel Theis as the Wound program lead clinician
- Looking into Tele-rehab to improve outreach to patients living in outlying rural areas – Improves access to care as a value add to our patient's improving overall functional outcomes and compliance
- Improved internal navigation of the patient from pre-registration to d/c – improved call back, scheduling, QA, patient satisfaction surveys
- Budget – EBIDA positive, increased revenues



Memorandum

To: Board of Directors
From: Jayne O'Flanagan, CHRO 
Cc: Harry Weis, CEO
Subject: Agreements with Bargaining Units
Date: October 20, 2016

Both bargaining units provided an opportunity for their membership to vote on the agreed upon contracts. A majority of employees in each bargaining unit approved the contracts which are retroactive to July 1, 2016.

Copies of the contracts and a Side Letter of Agreement with both Associations are enclosed for your information. The Side Letters address a Gain Sharing arrangement which was proposed during negotiations. Both bargaining units chose to have this benefit as a one year agreement and not part of the contract. It will be open for discussion again in July of 2017.

Please let me know if you have any questions.

MEMORANDUM OF UNDERSTANDING

Between

TAHOE FOREST HOSPITAL DISTRICT
EMPLOYEES' ASSOCIATION

And the

TAHOE FOREST HOSPITAL DISTRICT
July 1, 2016 to June 30, 2019

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ARTICLE 1- Preamble

- 1.1. The Tahoe Forest Hospital District, herein referred to as "the District" and the Tahoe Forest Hospital District Employees' Association, herein referred to as "the Association", having met and conferred in good faith within the meaning of the Meyers-Millias-Brown Act (California Government Code Section 3500 et seq.) have entered into this Memorandum of Understanding.
- 1.2. It is the intent of the parties to set forth the basic agreement covering rates of pay, hours of work and conditions of employment between the parties.

ARTICLE 2- Recognition

- 2.1 The District recognizes the Association as the exclusive representative for employees covered by this Memorandum of Understanding whose classifications are listed in Appendix A for the purpose of meeting and conferring with respect to rates of pay, hours and working conditions.

ARTICLE 3- Management Rights

- 3.1 It is acknowledged that the District has, except as otherwise limited by this Agreement and/or applicable law, retained the right to determine the nature and extent of services to be performed as well as the right to determine and implement its public function and responsibility, determine the mission of its constituent departments, manage and control all property, facilities and operations, maintain the efficiency of governmental operations, take all necessary actions to carry out its mission in emergencies, and take such other and further action as may be necessary to organize and operate the District in an efficient and economical manner consistent with the best interests of the public it serves.
- 3.2 It is agreed that the District, except as otherwise limited by this Agreement and/or applicable law, have and retain all of the customary and usual rights, powers, functions, and authority to discharge its obligations including those described within its then-current employer-employee relations ordinance or afforded under the Meyers-Milias-Brown Act, the Local Health Care District Law, or other applicable law.
- 3.3 The parties further agree that, except as otherwise limited by this Agreement, and/or applicable law, the District shall retain the right to hire, evaluate, promote, layoff, discipline, and discharge, set work schedules, make work assignments, and otherwise direct and control its operations consistent with its public purpose. The District may make such reasonable rules and regulations, not in conflict with this Agreement or its obligations to the Association under applicable law, as it may from time to time deem appropriate for the purpose of maintaining order, safety and/or effective operation of its facilities.

ARTICLE 4- Employee Rights

- 4.1 The right of employees to form, join, and participate in the activities of Employee Associations or Employee Organizations of their own choosing for the purpose of representation on all matters of employment relations. (Cal. Govt. Code §3502).
- 4.2 The right of employees to refuse to join or participate in the activities of Employee Associations or Employee Organizations.

- 4.3 The right of employees to be free from interference, intimidation, restraint, coercion or discrimination by an Employee Association or Organization and/or by the District because of the employee's exercise of his/her rights under Section §3502 of the California Government Code. (Cal. Govt. Code §3506).
- 4.4 The Employee Association has the right, upon its request and prior to adoption by the District, to meet with the District to discuss proposed changes to matters within the scope of representation set forth in California Government Code Section §3504, except in emergencies. (Cal. Govt. Code §3506).
- 4.5 Organizational Security: It shall be a condition of continued employment that on or after the thirtieth (30th) day following the beginning of employment or the effective date of the Agreement to begin organizational security, whichever is later. Each employee covered by this Agreement shall either:
- 4.5.1 Be a member of the Association, or
 - 4.5.2 Pay to the Association a fair share agency fee equal to the monthly periodic dues of the regular membership, less costs which are not related to the administration of this Agreement and the representation of employees; provided, however, that each employee will have available to him/her membership in the Union on the same terms and conditions as are available to every other member of the Association; or
 - 4.5.3 Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - (b) Pay a sum equal to the agency fee described in 4.5.2 to a non-religious, non-labor charitable fund chosen by the employee. The employee shall furnish written proof to the Hospital and the Association that this contribution has been made.
- 4.6 Dues Deductions: The Association shall have sole and exclusive right to have membership dues or agency fees deducted, by the Hospital, from bargaining unit members. The Hospital, upon appropriate written authorization from any bargaining unit member shall deduct from each paycheck, from the wages, due and payable to those employees who authorize the Hospital in writing to do so, half of the regular monthly dues or agency fee. All monies so deducted by the Hospital shall be forwarded to the Association by the Hospital as promptly as may be consistent with the Hospital's accounting procedures but in no event later than fifteen (15) days from when these monies were deducted.
- 4.7 The written authorization for Association dues deductions shall remain in full force and effect during the life of the Agreement between the Hospital and the Association unless canceled in writing by the employee and provided to the Association.

ARTICLE 5- Definitions

Definitions - When referred to in the contract, the following definitions apply:

- 5.1 Date of hire: Date of hire is defined as the date which is the employee's officially first paid and worked day at the District.
- 5.2 Continuous service: Continuous service is defined as the employee's continuous employment by the District less any unpaid absences from work in excess of thirty (30) calendar days.

- 5.3 Department member: An employee, who has been hired into a posted position as documented on a Personnel Action Form, participates in department meetings and trainings and maintains documented competencies in the department and has completed initial probationary period.
- 5.4 Lump Sum: Lump sum payment calculations will be based on wages paid in the calendar year prior to the date of disbursement. Calculations exclude over time and double time, callback, or other premium pay, MOU education, nonproductive, standby, and holiday standby. Holiday pay is included. The calculation for holiday pay is the number of holiday hours worked in the calendar year multiplied by current regular base pay.
- 5.5 Additional Shift: A shift added to an employees work schedule after schedule has been posted.
- 5.6 Base pay: Pay received for a given work period, such as an hour or week, not including additional compensation such as shift differential, per diem differential, overtime, bonus or other payments.
- 5.7 Weekend
- 5.7.1 Where an employee is required to work a certain number of weekend Shifts, "weekend" shall include shifts scheduled to begin between 7:00 pm Friday and 6:59 pm on Sunday.
- 5.7.2 Start times shall be based on scheduled, as opposed to actual, start times. Employees who clock in or begin working prior to a scheduled shift start time shall not be considered to be working a weekend shift unless the shift would be considered "weekend" according to its scheduled start time.
- 5.7.3 This article shall not affect the definition of "weekend" for shift differential purposes.
- 5.8 Job title: A specific name given to a particular job which is used to distinguish that job from other jobs within the organization.

ARTICLE 6- Employee Status

- 6.1 All employees shall be classified as one of the following listed below. If an employee's hours are reduced as a result of cancel days because of low patient census, the employee's status will not be affected.
- 6.2 Fulltime:
- 6.2.1 An employee who is scheduled for 12 hour shifts and works seventy-two (72) hours in a two (2) week pay period.
- 6.2.2 An employee who is scheduled for 8 or 10 hour shifts and works 80 hours in a two week pay period.
- 6.2.3 Night shift employees regularly scheduled to work at least sixty-four (64) hours in a two-week pay period.
- 6.2.4 The District may enter into an agreement with full time employees to job share.
- 6.3 Regular Part-time (RPT): A person who is scheduled for, and regularly works, at least forty-eight (48) and up to eighty (80) hours in a two-week pay period. It is the expectation that all regular part time employees will flex up based on department needs.
- 6.4 Short hour: A person regularly assigned to work a predetermined work schedule of less than twenty (20) hours per week or less than forty (40) per pay period.

- 6.5 Per Diem: A person who is scheduled to work based on the needs of the District and who must be available five (5) shifts per four (4) week schedule. Two (2) shifts must be weekends and two (2) must be night shifts as applicable.
- 6.5.1 Per Diem employees must be available to be scheduled on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and July 4th. Every Per Diem employee is required to work at least one of these holidays on a rotational basis.
- 6.6 Casual Part time: Works on an intermittent and as needed basis.
- 6.7 Temporary: A person who is hired to fill a temporary need for additional staff for a period of up to one year.
- 6.8 Seasonal: A person who is hired to work during a defined period of time to supplement department staff during high census periods. Defined period of time may not exceed 180 days.
- 6.9 It is the parties' intent that employee's status as Full-time, Regular part time, etc. be governed by how they are normally utilized and not be subject to a manipulation for the sole purpose of preventing them from attaining a more favorable status. Thus, for example, an employee who normally works at least forty-eight (48) and less than eighty (80) hours each two-week pay period, but who is occasionally reduced to less than forty-eight (48) hours, should nonetheless be considered Regular Part-Time.
- 6.10 If an RPT or short hour employee is regularly scheduled hours that would move them into a different status for a period of six months or more, the employee will then have their status reviewed to determine if their status should be changed to coincide with the number of hours that they are working. This review will be conducted by Human Resources. The Association president will be consulted.

ARTICLE 7- Wages

- 7.1 Wages - Wages and wage scales have been set according to classification pursuant to policies fixed by and between the District and the Association. No changes in this MOU provision can be made without the consent of both parties in writing.
- 7.2 The wage scales set forth are intended to constitute minimum scales only, and nothing in this Memorandum of Understanding shall preclude the District from paying in excess of such minimum rates at the District's discretion.
- 7.3 Effective with the pay period including July 1, 2016, employees in job classifications identified in Appendix A will receive the greater of a two and one half percent (2 1/2%) increase to base pay or the market adjustment to the position; however, the employee's pay rate will not be increased beyond the maximum of the salary range.
- 7.4 Effective with the pay period containing July 1, 2017 and 2018 full time, part time, short hour employees in job titles identified in Appendix A will receive the greater of a two (2%) increase to base pay or the market adjustment to the position; however, employee's pay rate will not be increased beyond the maximum of the salary range.
- 7.5 Those who reach the top of the salary range will receive a lump sum pay adjustment for the total value of the increase that applies to the job position. Any employee who is over the top of the new range will be red-circled (remain at the current rate until the range maximum catches up to

that amount) but will still receive a lump sum equivalent to the amount indicated in article 7.3 and 7.4 respectively, or the market adjustment for that position.

7.6 Range chart is structured at a thirty (30) percent span with two and a half (2.5) percent between ranges.

7.7 The Association and the District will meet annually in April to review pay data compared to Areas 1, 2, 5 & 7 of the California Hospital Association salary survey data for pay ranges. Jobs that require adjustments in order for District to provide competitive wages for recruitment and retention will be identified. If a particular job market appears to move 2% (4.5%, 7%, 9.5%), that job will move to the next range(s). This review will be completed for any range changes in order to be implemented in the pay period including July 1st of each contract year.

7.8 Job titles which are in dispute as to whether they are included or excluded from the bargaining unit shall be processed as set forth in the Employer-Employee Relations Resolution.

7.9 Certification recognition: Full time and regular part time employees who obtain certification in a specialty area or a degree from an accredited college related to work while employed by the District will receive a one-time bonus of \$500 as recognition of their continuing education effort. Certifications funded by the District except for use of Educational Reimbursement funds available under Article 19 of this agreement, are excluded from the bonus system.

7.10 Pay for previous experience: During the interview process a department head may set an employee's pay above the base pay rate based on the following guidelines:

Years of Experience	Starting Wage
Less than one year	Minimum of range
1-2 years	Minimum plus 2.5%
3-5 years	Minimum plus 5%
5+ years	Minimum plus 10%

7.11 In certain circumstances, including hard to fill positions or applicants with considerable experience, an employee may be hired over the midpoint in the salary range. Human Resources will review all salaries of other staff in the same title in the same department to determine if other salary adjustments are necessary. HR will inform the Employee Association president of such action.

Per diem rates are set at current base pay plus 10%. During the first year of the contract per diem employee's hired prior to January 1, 2014, will be paid base pay plus 10% or will remain at July 1, 2013 per diem rate whichever is greater (see appendix B). Once moving off of grandfathered scale employees will remain at 10% above base pay. As ranges change grandfathered employees pay will be reviewed and moved to base pay plus 10% as appropriate.

ARTICLE 8- Minimum Shift Pay

8.1 An employee who reports for his/her regularly scheduled work shift, but whose services are not required, shall receive a minimum of two (2) hours pay at their straight time hourly rate of pay for reporting to work.

- 8.2 An employee who is personally notified two (2) hours before the beginning of their shift not to report, but who still reports to work shall not be eligible for the minimum pay guarantee noted above.
- 8.3 An employee who is canceled within two (2) hours from start of a shift will be given the option to accept the full cancel day without pay, or work for two (2) hours.
- 8.4 Employees scheduled to attend department meetings, in-services or committees will be paid a minimum of two hours at their base hourly rate.

ARTICLE 9- Standby

- 9.1 Standby is defined as duty which requires that an employee be designated by the appointed authority to be ready to respond within one-half ($\frac{1}{2}$) hour, road and traffic conditions permitting; be reachable by telephone or page system; and refrain from activities which might impair his/her ability to perform assigned duties. An employee who is assigned by the department to be on standby shall be eligible for standby pay.
- 9.2 Employees on standby shall receive one-third ($\frac{1}{3}$) of their base hourly rate pay for each hour or fraction of an hour on standby except for Holiday standby. The exception is IT Exempt Staff, who will receive a flat amount of \$150 per standby event.
- 9.3 Standby on holidays designated for premium pay shall be paid at the rate of one-half ($\frac{1}{2}$) of the employee's base hourly rate.
- 9.4 If a change in the workload has occurred and at the manager's discretion, additional staffing is required, the employee on standby should be the first person called back to work.
- 9.5 If employees are not on standby, the District may not restrict their off duty activities. However, if the District is able to contact them and they are willing to work, Callback provisions will apply.
- 9.6 Employees scheduled for standby following a regular work shift will be paid for standby hours after the completion of the work shift. If an employee ends a shift early, the employee will not begin standby until the regularly schedule standby start time except as approved by management. If an employee works beyond the scheduled end of a regular work shift, the employee will not begin standby until regular shift has been completed.
- 9.7 Standby is voluntary unless standby is required in the employee's job description.

ARTICLE 10- Cancel Standby

- 10.1 Cancelled Standby time shall be defined as hours assigned by the department instead of the regularly scheduled hours due to low census or other such reasons.
- 10.2 It is defined as duty which requires that an employee be designated by the appointed authority to be ready to respond within $\frac{1}{2}$ hours, road and traffic conditions permitting; be reachable by telephone, cell phone or pager; and refrain from activities which might impair his/her ability to perform assigned duties.
- 10.3 An employee who is assigned by the department to be on cancelled stand by shall be eligible for standby pay.

10.4 Management staff shall notify an employee if they are to be placed on cancel standby two (2) hours prior to the beginning of their shift.

ARTICLE 11- Callback

11.1 Callback is defined as pay earned by an employee who is called back to work.

11.2 An employee who is called into work shall receive a minimum guarantee of two (2) hours at time-and-one-half for an initial callback.

11.3 An employee who is called into work on a designated holiday shift shall receive a minimum guarantee of two (2) hours pay at double time for an initial callback.

11.4 Subsequent callbacks within the two hour callback period will not receive additional compensation.

11.5 Callbacks occurring after the two hour period has passed will be considered a separate callback and will be compensation as a separate callback beginning a new two hour callback period.

11.6 Travel time to and from the District shall not be considered as hours worked for purposes of computing callback pay. When an employee is called into work, standby pay will be reduced by the number of callback hours paid.

11.7 All IT employees are eligible for callback.

11.8 If an IT employee is not on standby, they will be paid a flat amount of \$65.00 for any event lasting longer than 15 minutes. This will be paid regardless of whether the employee has to come on site or works remotely. Employees on standby will not be eligible for callback pay unless they are required to come back to the hospital. Callback will then be paid at a flat rate of \$65.00 for an event that lasts more than 15 minutes.

ARTICLE 12- Cancellation

12.1 Cancellation is defined as an employee's temporary reduction of regularly scheduled hours as a result of reduced staffing requirements on a daily basis.

12.2 Cancellations will occur in the following sequence:

1. Employee working an overtime shift
2. Volunteers working an additional shift
3. Volunteers willing to use Personal Leave on a rotational basis. Volunteers using PL for a cancelled shift will not have that shift considered a cancelled shift.
4. Volunteers on a rotating basis
5. Employee working an additional shift
6. Temporary/Seasonal/Casual
7. Per Diem
8. Short hour
9. Regular Part Time, Full Time, and contracted staff on a rotational basis

12.3 When canceled, employees may accept the cancellation without pay or use accrued PL to replace the cancelled time at their discretion.

12.4 Management or its designee shall notify an employee if they are to be canceled two (2) hours before the beginning of their shift. If an employee is canceled within two (2) hours of the beginning of the shift, they will be given the option to accept the full canceled day without pay, or to work for two (2) hours.

12.5 A cancelled employee may elect to be paid for Personal Leave up to the numbers of hours cancelled with a minimum Personal Leave payment of one hour.

12.6 An employee who has been canceled need not be available by telephone after the notification of cancellation.

ARTICLE 13- Pay for Working Scheduled Days Off

13.1 If a full-time employee picks up an additional shift after the schedule has been posted, they shall be paid for hours worked on that day at a rate of one and one-half (1 1/2) times their regular base hourly rate. If the employee voluntarily elects to take paid time off during the same work week, requests another day off in exchange, calls in sick or volunteers for first cancel, the shift will be paid at straight time.

ARTICLE 14- Personal Paid Leave

14.1 Full-time and regular part-time employees are eligible to accrue Personal Paid Leave hours.

14.2 Accrual of Personal Paid Leave begins immediately upon employment and is based upon hours paid, exclusive of overtime, standby and callback hours, with the exception that scheduled working hours, which are changed to standby hours (cancel standby), will accrue Personal Paid Leave.

14.3 Personal Paid Leave is paid time off to be used for an employee’s needs including holidays, vacations and short term illnesses. An employee must use personal paid hours when he or she works less than their work status unless the time off is the result of cancellations.

14.4 Personal Paid Leave Accrual Schedule:

14.4.1 Employees hired before October 31, 1986:

Years of Service	15+
Maximum Days Per Year	39
Hourly Accrual Rate	15%

14.4.2 Employees Hired After 11/01/86

Years of Service	0-4	5-8	9-11	12-14	15	16+
Maximum Days Per Year	24	29	32	33	34	35
Hourly Accrual Rate	.092	.112	.123	.127	.131	.139

14.5 No full-time employee shall be allowed to accrue more than 240 hours of Personal Paid Leave. No part time employee shall be allowed to accrue more than 160 hours.

- 14.6 Employees unable to work a scheduled shift due to unforeseen circumstances are required to notify their department manager at least two hours prior to the beginning of the shift if practical.
- 14.7 Additional Personal Paid Leave hours will be granted to night shift employees (shifts beginning after 8:00 p.m. and before 5:00 a.m.) at the rate of eight (8) hours of additional Personal Paid Leave for every one hundred and seventy-three (173) hours of straight time paid. This bonus will be granted quarterly and the Personal Paid Leave hours will be credited to the employee's account on the first of the month following the end of a quarter. The maximum number of additional Personal Paid Leave hours accrued will be ninety-six (96) hours annually. Employees, who transfer to/from a night shift position during the quarter, will receive additional Personal Paid Leave hours based on total night shift hours worked during that quarter.

ARTICLE 15- Long Term Sick Leave

- 15.1 Full-time and regular part-time employees accrue Long Term Sick Leave in addition to Personal Leave. Short hour, casual, temporary and per diem employees are not eligible for Long Term Sick Leave.
- 15.2 Employees accrue Long Term Sick Leave at a rate of .027 hours for each hour paid, exclusive of overtime, standby and callback hours, with the exception that scheduled working hours that are changed to standby hours will accrue Long Term Sick.
- 15.3 Following five consecutive years of employment and upon termination, Long Term Sick Leave will be paid to the employee at 50% of hours accrued not to exceed 500 net hours.
- 15.4 Following 20 years of employment and upon termination, Long Term Sick Leave will be paid back to the employee at 75% of hours accrued.
- 15.5 Upon change of status from Full-time or Regular Part-time to short hour or Per Diem, an employee will maintain the long term sick leave balance for one year but will not be eligible to use it unless the employee returns to Fulltime or Regular Part time status. If the employee leaves the employment of the District while in any non-benefited status, he/she will forfeit accrued Long Term Sick Leave hours.
- 15.6 On calendar days one (1) through four (4) of any illness, an employee will utilize his/her Personal Paid Leave account. Long Term Sick usage begins:
On the fifth calendar day of an illness
Immediately upon hospitalization if sooner, or
If the employee is eligible for and receives Workers' Compensation.
- 15.7 Paid time off for illness will be taken from the Long Term Sick Leave account if the employee qualifies for State Disability insurance or Workers' Compensation payments. If an employee does not qualify for either program, paid time off for illness will be taken from the employee's Personal Paid Leave Account. When the employee qualifies for State Disability insurance or Workers' Compensation payments, the paid time off for illness will be integrated to provide 100% of base pay up to the maximum amount available under each program.
- 15.8 A manager may request that an employee provide a physician's statement verifying illness after three (3) days off.
- 15.9 Employees returning directly from sick leave shall be allowed to return to the position which they formerly occupied. If such position is subject to reduction in force at the time an employee seeks to return directly from sick leave status the returning employee may exercise his/her

seniority with respect to such position. Employees who are unable to return to work when their sick leave reserve and personal leave hours are exhausted may request a leave of absence.

15.10 Employees on sick leave shall not have their anniversary date affected.

ARTICLE 16- Paid Sick Leave

16.1 Paid Sick Leave is a paid benefit to allow California based employees in non-benefitted job classifications (per diem, short hour, casual hour, temporary, and seasonal) to accrue paid time off to be used for the employee's illness or to care for a family member. Eligible mandatory leave programs will run concurrently such as Paid Sick Leave, Kin Care, FMLA/CFRA, among others. Paid Sick leave should not to be confused with Personal Leave (PL) or Long Term Sick Leave (LTS).

16.2 This benefit only pertains to employees who are not eligible for PL/LTS accrual. Full time and Regular Part Time employees are benefited employees and are covered under their PL benefit.

16.3 Paid Sick Leave is used for:

16.3.1 Employee illness

16.3.2 Care of family member – Family members are defined as parents, parents-in-laws, child, spouse, registered domestic partner, grandparent, grandchild and sibling.

16.4 Employee eligibility to use Paid Sick Leave begins on their 90th day of employment.

16.5 Employees accrue one (1) hour of paid sick leave for every 30 hours worked, with annual maximum accruals as follows:

16.6 Employees working 8 hour shifts accrue a maximum of 24 hours of sick leave.

16.7 Employees working 10 hour shifts accrue a maximum of 30 hours of sick leave

16.8 Employees working 12 hour shifts accrue a maximum of 36 hours of sick leave

16.9 Employees working 6 hour days are allowed more than 3 days sick until they have used the maximum accrual of 24 hours.

16.10 Benefits may roll over each year but will not exceed a maximum of 48 hours.

16.11 Accrual rate is .0334 per hour worked.

16.12 Minimum one (1) hour of Sick Leave may be used for partial sick days.

16.13 If the leave is foreseeable, employees are required to give reasonable advance notice. If unforeseeable, employee must give notice as soon as possible.

ARTICLE 17- Health, Dental, Vision and Life Insurance

17.1 All full-time and regular part-time employees are eligible to participate in the District's group health insurance program.

17.2 Coverage for the new employee and eligible dependents shall become available the first of the month following completion of the initial sixty (60) calendar day employment period.

17.3 The plan is described in Appendix C. This plan will remain in effect from January 1, 2017 through December 31, 2020 as described below.

- 17.4 Premiums for participation in health, dental and vision plans are as outlined in Appendix C. Subsequently, the District will look at the annual actuarial study projecting claims costs. If the increases to the plan costs are projected to exceed 10%, the plan design and premium costs may be changed through the meet and confer process. If the increased costs to the plan are projected to be 10% or less, then premiums will be set based on the projected annual increase. The percentage increase will be split between the District and the employees; the employee premium cannot increase more than 10% per year. (E.g. if the costs are projected to increase 8%, the employee premium will increase by 4%. The District is accepting the majority of the increase as 4% of the District's share of costs is considerably higher than the employee premium share.)
- 17.5 Premiums will be reduced for employees who elect to participate in an annual health screening. Reduced premiums are outlined in Appendix D.
- 17.6 An employee who is on Leave of Absence for a personal emergency or bereavement not covered by Family Care Leave or Layoff status which exceeds thirty (30) calendar days must assume the entire premium cost during the second month and all succeeding months of the Leave of Absence or Layoff. All others on a Leave of Absence will be eligible for health insurance benefits under COBRA beginning on the first day of the leave.
- 17.7 An employee who does not elect COBRA benefits and allows insurance coverage to expire shall be considered a new employee with respect to health insurance waiting restrictions, upon return from his/her Leave of Absence or Layoff.
- 17.8 The District agrees to maintain existing insurance benefit levels for the life of this Memorandum of Understanding (excluding health plan as addressed above).
- 17.9 It is agreed that the District may change insurance carriers so long as the level of benefits is not decreased.
- 17.10 Employees not covered by the District's insurance may seek assistance from financial counselors in the District's business office for services from the District.
- 17.11 The District will provide a dental program for all employees eligible to participate in the group health insurance program.
- 17.12 The District will provide a vision plan for all employees eligible to participate in the group health insurance program.
- 17.13 The District will provide a \$25,000 life insurance policy for all employees eligible to participate in the group health insurance program.

ARTICLE 18- Education Reimbursement

- 18.1 Full-time, regular part-time, short hour, and per diem employees who have completed six months of continuous service will be eligible to receive reimbursement for college accredited courses, seminars, conferences, workshops and other educational programs. Education must be related to the employee's current job title or to prepare to meet job requirements in another job title. Any course, which counts towards licensure or certification renewal, will be eligible for reimbursement.
- 18.2 Paid Educational Leave Allowance Per Year is available for job titles that require continuing education units for CEUs or to renew a certification:

Full time employee	24 hours per fiscal year.
Regular part-time	16 hours per fiscal year
Per Diem and Short hour employees who work greater than 1000 in a fiscal calendar year	8 hours per fiscal year

18.3 Expense Reimbursement Amounts

Full time employee	\$450 per fiscal year
Regular part time	\$325 per fiscal year
Per Diem and Short hour employees who work greater than 1000 hours in a fiscal year	\$ 200 per fiscal year

18.4 Payment for college courses will be received upon successful completion of the course and will be based on the employee's status at the time of completion.

18.5 Prior approval by the employee's department head and Human Resources is required to be eligible for reimbursement. Reimbursement amount may be applied towards the cost of registration, books, related material and related expenses in accordance with IRS guidelines.

18.6 Employees may request reimbursement for lost wages to attend an educational program. Payment will be deducted from accrued reimbursement amounts at the rate of 115% of the employee's base wage. (Example: an employee with a base wage of \$10 per hour who requests reimbursement of 8 hours would be paid \$80.00 in wages. A total of \$92 will be deducted from accrued reimbursement account.)

18.7 Fiscal year is July 1 through June 30.

18.8 The employee that is required to maintain licensure or certification shall assume responsibility for the cost of same. CEUs required for licensure or certification may be covered. Exam fees are not covered.

18.9 Requests for payment in advance must be submitted on the approved form to the employee's department Director at least one month prior to the requested payment date. Requests submitted for retroactive approval may be considered.

18.10 One-half of unused expense reimbursement will be carried over at the end of the fiscal year. Unused hours and expense reimbursement will be carried over at the end of the fiscal year. At no time will employees be allowed to accrue more one and one-half times the annual allotted expenses.

18.11 Effective July 1, 2017, employees may roll over up all unused benefit up to a maximum of two annual accruals.

18.12 To receive the reimbursement check, proof of attendance must be submitted to the employee's department manager for approval. All expenses must be documented on an Expense Report Form and receipts provided for all expenses.

ARTICLE 19- Premium Holiday Pay

19.1 Employees shall be paid time-and-one-half of their base hourly rate for all hours worked on the following days:

New Year's Day
President's Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

19.2 Premium pay is received for hours worked during the actual twenty-four (24) hours of the holiday.

ARTICLE 20- Hours of Work

20.1 The District's standard work period shall be eighty (80) hours in any two-week period.

20.2 Employees assigned to work 8 hour shifts will receive overtime pay of one and one-half (1-1/2) times the employee's pay for all time worked in excess of eight (8) hours in any one (1) day or eighty (80) hours in any two (2) week pay period.

20.3 Employees assigned to work 10 hour shifts will be paid overtime for hours worked in excess of ten (10) hours per work day or forty (40) hours in a seven day workweek.

20.4 Employees assigned to work twelve (12) hour shifts will be paid overtime at a rate of one-and-one-half (1 1/2) times the employee's pay for hours worked in excess of twelve (12) in one day or forty (40) hours in a seven day work week.

20.5 Employees working more than sixteen (16) consecutive hours, with a break of two hours or less, will be paid overtime at twice their hourly wage.

20.6 The District may enter into voluntary agreements with individual employees who desire to be paid on a 40 hour work week basis with overtime calculated only after 40 hours of work in a workweek. Such voluntary agreements shall be documented in each employee's personnel file.

20.7 Employees unable to work a scheduled shift due to unforeseen circumstances are required to notify their department manager at least two hours prior to the beginning of the shift if practical.

20.8 Employees in the IT department who are represented by the Association may be deemed either exempt or nonexempt under the provisions of the Fair Labor Standards Act.

20.9 Exempt staff are paid on a salaried basis, receiving the same salary each pay period for the body of work performed according to the Fair Labor Standards Act.

20.10 Exempt staff do not receive payment for specific hours worked and do not receive overtime.

- 20.11 Deductions may be made if allowed by the Fair Labor Standard Act. For example, for personal time off or sick or leave of absence. If the employee has accrued paid leave, PL may be paid in partial days.
- 20.12 The District will make reasonable efforts, when patient care permits, to rotate weekends equally among employees who work in departments that require weekend coverage. For those employees who work 8-hour shifts, a minimum of 4 weekend shifts per month will be expected. For those employees working 10 hour shifts, a minimum of 3 weekend shift per month will be expected. For those working 12-hour shifts, a minimum of 3 weekend shifts per month will be expected. If an employee elects to work every weekend, he/she may submit a written request to his/her manager or supervisor. If enough employees request to work weekends, other employees may have their weekend requirement reduced.

ARTICLE 21- Work Schedules

- 21.1 The District shall post work schedules at least fourteen (14) days in advance for a minimum 14 day period. At the time of the posting, it is the employee's responsibility to check the schedule.
- 21.2 Work schedules may be subject to change, with mutual agreement after posting, either to meet the needs of the employee or the District. Shift trades will be permissible as long as the employees notify managers and/or supervisors in advance of the date for which the trade will occur.
- 21.3 Shift trades may not result in overtime unless approved by management.
- 21.4 Posted schedules will indicate the date posted and will be displayed in an area, which is available to all employees at all times.
- 21.5 It is understood that situations may arise which may not allow the District to schedule, as outlined above, on a regular basis.

ARTICLE 22- Leave of Absence

- 22.1 District employees may avail themselves of two types of leaves, regulatory leaves and an unpaid leave of absence.
- 22.2 Regulatory Leaves of Absence:
- 22.3 District employees may be eligible for a leave from work in a number of instances, including the following:
Family Medical Leave (FMLA)
California Family Leave (CFRA)
Pregnancy Disability Leave (PDL)
Military Leave (ML)
Occupational Disability (OD)
- 22.4 Administration of regulatory leaves is set forth in District policies based on state and federal statutes. Refer to district policies for eligibility, request processing, insurance premiums on leave, and other information.
- 22.5 Unpaid Leaves of Absence: When protection under other leaves is exhausted or an employee is ineligible for another type of leave, an employee may be eligible for an unpaid leave of

absence. Unpaid leaves may be granted for a period of up to one (1) year at the discretion of the Department Director based on the business needs of the department.

22.6 Procedure for Unpaid Leave of Absence:

22.7 Eligibility: An employee must have completed one year of continuous employment to be eligible for an unpaid leave.

22.8 Requests: A request for a leave must be in writing to the department director outlining the reason for the leave and length of time requested. A leave may be granted at the director's discretion base on the business needs of the department.

22.9 Health Insurance Premiums. The District will cover the cost of health insurance for the first thirty days of an unpaid leave for employees who are not eligible for FMLA or CFRA leave. The employee is responsible to pay the premium cost for individual and dependent coverage during the first 30 days. Employees will be eligible to exercise their rights to continued insurance coverage for the second and all succeeding months of the leave under COBRA.

22.10 An employee who has exhausted all benefits including FMLA, CFRA, Long Term Sick Leave, and Personal Leave will be eligible for COBRA benefits beginning on the first day of unpaid leave. The District will not cover COBRA costs for any portion of the unpaid leave.

22.11 Benefit Accrual. An employee granted an unpaid leave of absence shall not be eligible to accrue any benefits during the period of the leave, but shall have all benefits accrued prior to the leave reinstated upon his/her return to work.

22.12 Return from LOA. Employees who are not eligible for FMLA or CFRA returning from an unpaid leave of absence of thirty (30) calendar days or less will be reinstated to the same position in which they were employed before taking the leave. Such employees returning from a leave in excess of thirty (30) calendar days will be considered for the first available position for which they are qualified. Employees returning from a leave taken after FMLA or CFRA benefits have been exhausted will be considered for the first available positions for which they are qualified.

22.13 Seniority. Date of hire will be adjusted by the length of an unpaid leave of absence greater than 30 days.

ARTICLE 23- Retirement

23.1 The District shall maintain retirement savings options for employees.

23.2 The District maintains the Tahoe Forest Hospital District Employee's Money Purchase Plan for its employees.

23.3 All employees may participate in the 457-non-qualified Deferred Compensation program.

23.4 The District will match employee contributions for full time and regular part time employees to the Section 457 Deferred Compensation Plan up to a maximum of 3% of the employee's gross income with increases beyond that described in the Longevity Retention Bonus article.

ARTICLE 24- Longevity Retention Bonus

- 24.1 Employees hired prior to December 31, 2013 who have completed 10 years or more of employment:
- 24.2 Full and Part time employees will receive lump sum bonus payments in five year increments of continuous service according to the following schedule.
- 24.3 Level 1: For current staff as of July 2008 who have between 5 and 10 years described below) they will receive a onetime lump sum bonus of 1.5% of earnings of previous one (1) calendar year earnings (see definition in 5.4).
Deferred Comp match to 5%
- 24.4 Level 2 at 15 years of service: 2% lump sum bonus paid based on earning of prior five calendar years.
Deferred Comp match to 7%
- 24.5 Level 3 at 20 years of service: 5% lump sum bonus paid based on earning of prior five calendar years
Deferred Comp match continues at 7%
- 24.6 Level 4 at 25 years of service: 7% lump sum bonus paid based on earning of prior five calendar years.
Deferred comp match continues at 7%
- 24.7 Level 4 is repeated in five year increments.
- 24.8 Employees hired on or after January 1, 2014:
- 24.9 Full and Part time employees will receive lump sum bonus payments in five-year increments according to the following schedule.
- 24.10 Level 1 10 years
Deferred Compensation match to 5%
- 24.11 Level 2 15 years
2% lump sum bonus paid based on earnings of prior five calendar years (PRIOR BONUS PAYMENTS EXCLUDED)
Deferred Compensation match to 7%
- 24.12 Level 2 is repeated in five-year increments
- 24.13 Each level is achieved during the anniversary year of 10, 15, 20, and every 5 years thereafter. The payout will be made on May 30 for those with a date of hire between January and June and on November 30 for those with a date of hire between July and December. At 15 years and above payout will be calculated on prior five calendar years wages as defined for lump sum payments.
- 24.14 For employees currently on the longevity program whose previous bonus payout date does not coincide with the anniversary date, a longevity retention bonus date will be identified based on last payout and future payouts will be in five year increments as set forth above.

ARTICLE 25- Bereavement Pay

25.1 Full-time and regular part-time employees shall be granted bereavement leave of up to three (3) workdays with pay in the event of the death of a member of their immediate family. If the employee is required to travel over five hundred (500) miles one-way to the memorial services, he/she may be granted two (2) additional days with pay.

25.2 Immediate family is defined as: spouse, parent, grandparent, child, stepchild, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, or member of the household or a person standing in loco parentis.

25.3 Payment for such days shall be deducted from accrued Long Term Sick Leave hours.

ARTICLE 26- Job Vacancies

26.1 Employees are eligible to submit a job transfer to another department in the District following one year of employment in the job. Excludes intradepartmental transfers.

26.2 Job vacancies will be processed in the following manner.

26.3 For purposes of job vacancies, positions will be filled based on the following.

- Qualifications in department
- Date of hire in department
- Qualifications in District
- Date of hire in District
- Outside applicants

26.4 Seniority: Date of hire will be adjusted by any unpaid leave of absence more than thirty days.

26.5 Job postings: When new positions are created, temporary positions are classified as regular positions, or vacancies occur due to employees leaving a position, the District shall post the vacant position on the online posting site. Such notice shall set forth the number of vacancies, the job classification, a brief job summary, licensure and/or certification requirements, rate of pay, and which employee association the job is assigned to and the date posted. Employees apply for positions using the online application. HR will route qualified applicant to hiring managers.

26.6 Job vacancies will be posted for a period of five-week days before being filled by a candidate. Positions may be filled on a temporary basis during the posting period. Position postings shall be posted on the designated bulletin board or in the hiring department.

26.7 Increase at time of transfer to higher paying classification: Each employee may receive an increase of at least 2.5 percent in base hourly rate by virtue of any promotion that he/she receives. A promotion shall mean a position in a different and higher paying classification. The determination of salary increase will be based on skills, ability and experience.

ARTICLE 27- Layoff and Recall

27.1 Layoffs and recall shall be within a department by job title and employee status.

27.2 The sequence of employees' status within a job title to be laid off shall be as follows.

1. Any employee who volunteers;
2. Temporary and seasonal employees;
3. Per Diem employees;
4. Short hour and casual part time employees;
5. Regular part-time and full time employees on an equal basis

27.3 Within each status, layoffs will be applied within each job title in the following manner:

1. Most recent date of hire into department;
2. Most recent date of hire into current job title;
3. Most recent date of hire to the District.

27.4 Date of hire is adjusted for unpaid leaves in excess of 30 days.

27.5 Employees remaining on the job shall be able to perform the work without the need of retraining and must be able to work the remaining shifts.

27.6 Recall from layoff shall be in the inverse order of layoff. Any employee who has volunteered for layoff shall be entitled to recall based upon status.

27.7 In the event that an employee is on layoff status for over twelve (12) months, he/she shall be terminated.

27.8 A full time or regular part time employee on layoff status may elect to leave accrued Long Term Sick hours in their benefit bank for the period of time they remain on the recall list. Employees may request payment of eligible LTS hours at any time while on layoff/recall status.

27.9 All employees on layoff shall notify the Human Resources Department of their status on a weekly basis. In the event that an employee is unable to return to work within seven calendar days from receipt of notice of recall, he/she shall be terminated, but in no event (barring emergencies) shall an employee be given more that fifteen (15) calendar days from the date the notice to return to work was mailed by the District. Said notice shall be mailed by way of certified mail.

27.10 The hospital will notify the Association at least 30 days prior or as soon as a plan for any layoffs or department reorganizations has been approved that will result in a change to an employee's work status.

27.11 The parties will meet to discuss the reason for the layoffs, the planned schedule and any alternatives such as Voluntary Exit Incentive offerings.

27.12 When layoffs are anticipated, no posted positions and/or anticipated openings in the affected job titles will be hired into until those employees have an opportunity to transfer to such position for which they are qualified (requiring only the customary training and orientation provided to newly hired employees.)

27.13 HR will review open jobs and expected openings and notify managers/directors not to fill these positions until the EA, and HR can meet and confer possible relocation to said positions. Posted position will be removed from the job posting board until all staff movements have been resolved.

27.14 Any employee who transfers to a new position or is recalled to a vacant position will be given 90 days to demonstrate his or her ability to perform the work. Evaluation of performance during the 90 days will be based on skills, ability and behaviors. If the employee transfers to an open position and does not satisfactorily perform the duties, the employee will be placed on layoff and will be eligible for any compensation he/she would otherwise have received.

27.15 If in those 90 days the employee does not perform satisfactorily he/she will be returned to the recall list.

27.16 Bumping Rights: In the event of layoffs, an employee who has been promoted or transferred into a different title and/or department shall retain the right to return to the title and/or department from which he/she was promoted or transferred. Employees will retain months of service credit in the prior job title. If an employee exercises bumping rights, said employee must be qualified and able to perform the job the employee formerly held with a reasonable reorientation and must be able to work existing shifts. The employee must be able to perform the basic competencies within the job description without retraining.

ARTICLE 28- Shift Differential

28.1 Employees whose scheduled shift ends on or after 7:00 p.m. will be paid a shift differential of \$2.50 per hour for those hours worked after 3:00 p.m.

28.2 Employees whose scheduled shift ends on or after 3:00 a.m. will be paid a shift differential of \$3.75 per hour for those hours worked after 12:00 midnight.

28.3 Employees whose scheduled shift commences after 12:00 midnight, and at or before 5:30 a.m., shall receive a shift differential of \$3.75 per hour, in addition to their base hourly rate of pay until 8:00 a.m.

28.4 Employees working the weekend will receive a shift differential of \$1.50 per hour during the 48 hour period between 12 am Saturday and 11:59 pm Sunday.

28.5 The shift differential shall only apply to hours worked.

ARTICLE 29- Grievance, Adjustment and Binding Arbitration/Hearing

29.1 Definition/Protocol: A grievance shall be defined as a dispute concerning the interpretation or application of any express provision of this Agreement. An employee may be represented by the Association at any Step in the procedure. A grievance can also apply to any issue or dispute concerning the interpretations or application of policies and procedures within the scope of bargaining. The District shall notify the Association of any disciplinary suspension or discharge imposed on any bargaining unit employee. Suspension based on lapse of required license, certification or legally required health screen will not be deemed a "disciplinary" suspension for purpose of Association notification. A grievance may be filed by the Association or by an employee.

29.2 Grievance Procedure: The grievance procedure is a process that allows employees and/or Association representatives and a department head or supervisor to address disputes in a formal manner if they are unable to resolve the issue in an informal manner. The steps of the grievance procedure are as follows:

- 29.3 Step One – Informal Discussion: Employees/Association representatives are asked to discuss their grievance with the department head or supervisor in an attempt to resolve the dispute in an informal manner.
- 29.4 Step Two – Written Grievance/Formal Discussion: If the employee or Association representative feels that the dispute was not settled in Step One, they may submit the grievance in writing to the department head or supervisor. The department head or supervisor has three days to discuss the matter with the grievant.
- 29.5 Step Three – Mediated Discussion: If a resolution is not reached at Step 2, the grievance may be presented to the Human Resources Director within ten days of the formal discussion at Step 2. The Human Resources Director or designee may direct the department head or supervisor to meet with the employee and the Human Resources director or designee to discuss the matter. The Human Resources director or designee will arrange the meeting no later than 10 days from the date of presentation to the Human Resources Director. The Human Resources Director or designee shall forward a written response to the grievance to the Association President within five days after the Step Three meeting.
- 29.6 Step Four – Board of Adjustment: If the grievance is not settled in Step 3, the grievance may be submitted to an Adjustment Board by delivering written notice to the Human Resources Director within ten days of delivery of the Step Three written response. The Adjustment Board consists of two District representatives and a representative from each of the currently certified employee associations for a total of four members. The District shall be solely responsible for choosing its representatives and the Association shall be solely responsible for choosing its representatives. The Adjustment Board members are responsible to hear both sides in the dispute and render a decision if the provisions of the Memorandum of Understanding have been met. The representatives do not represent one side of the dispute or another. They are intended to be impartial and hear both sides in the dispute.
- 29.7 Step Five – Arbitration: If the grievance is not resolved in Step 4, either the District or the Association may submit a request to initiate binding arbitration. Individual employees may not submit a request for arbitration or otherwise move a grievance past Step Four. An Association request to submit the matter to arbitration must be filed with the Human Resources Director within 10 days of completion of Step 4. A District request to submit the matter to arbitration must be submitted to the Association President within 10 days of completion of Step 4. Only the Association or the District (not individual employees) may move a matter to arbitration.
- 29.8 If the grievance involves a District procedure or general interpretation of the contract and is submitted by the Association, the grievance automatically advances to Step 3. If the grievance involves a suspension or termination, the grievance automatically advances to Step 4. Grievances alleging unlawful harassment, discrimination or retaliation by an individual supervisor or Department Head may be submitted directly to the Director of Human Resources and advanced to Step 3.
- 29.9 In order to be timely, a grievance must be submitted at the Step 2 level in writing to the other party within thirty days of the event giving rise to the grievance, or within thirty days of the time when the grievant knew or, with reasonable inquiry, should have known of the event. Grievances related to suspension or termination must be filed within ten days from the date of notification to the employee or the Association of the action.
- 29.10 Arbitration Procedure (Step 5):

- 29.11 The Human Resources Director or designee and an Association representative will promptly meet to attempt to mutually select an Arbitrator. If they cannot agree, either the District or the Association may ask the California Conciliation Service or another entity agreed between the parties to submit seven names of arbitrators. The Association and the Human Resources Director or designee shall meet within five working days after receiving the list of arbitrators to alternately strike names until only one person remains. The first strike shall be determined by coin toss.
- 29.12 The arbitrator should convene an arbitration hearing as soon as practicable. Each party to the dispute shall have the opportunity to present evidence, to cross-examine witnesses, and to submit written briefing following the hearing. The arbitrator shall render a written decision and findings of fact as soon as conveniently possible.
- 29.13 The expenses of the arbitration, including the arbitrator's fees, the cost of a reporter and arbitrator's transcript copy, and other expenses incidental to the arbitration shall be shared equally by the Association and the District; except, however, each party shall bear the total cost of preparation and presentation of its own case and witnesses including, but not limited to, any transcripts requested by a party.
- 29.14 The arbitrator shall be empowered to determine all factual controversies and all questions of interpretation and application of any clause of this Agreement that may be relevant to the arbitration. The arbitrator shall not have authority to add to, subtract from or change any provision of this agreement or District policy in any way. Jurisdiction shall extend to claims of violation of specific written provisions of the Agreement or interpretation or application of hospital policies within the scope of the grievance and involve only the interpretation and application of such provisions.
- 29.15 The arbitrator may not award back wages to the grievant beyond 15 days prior to the date of filing of the grievance, unless the grievant did not know, or could not have reasonably known of the event, that caused the grievance.
- 29.16 The arbitrator may award reinstatement only or reinstatement with full or partial back pay in all disciplinary disputes (demotion, suspension or discharge matters).
- 29.17 The arbitrator's decision shall be final and binding upon both parties, except upon formal hearing review by the Board of Directors.
- 29.18 The arbitrator's findings or conclusions regarding either party's compliance with federal, state or local law shall be limited solely to the arbitration and shall not stop any party from litigating or establishing its compliance with such laws in any other forum.
- 29.19 The Board of Directors may review the decision of the arbitrator and hold a further formal hearing review upon motion to do so. A motion to hold a further formal hearing shall be made and decided within 14 days of the District's receipt of the arbitrator's decision; if there is no successful motion to hold a further formal hearing, the arbitrator's decision shall become final and binding upon all parties.
- 29.20 If the Board of Directors decides to hold a further formal hearing, it shall do so with at least 14 days' notice to each party. The hearing review shall consist of a review of the written transcript and exhibits from the arbitration hearing and formal argument presented by the District's representative and the Association's representative. The Board of Directors may also

consider evidence or testimony that was excluded by the arbitrator; each party shall be allowed to make, and to respond to, requests for introduction of such evidence or testimony.

29.21 The Board of Directors' decision shall be final and binding upon both parties.

29.22 The Board of Directors' findings or conclusions regarding either party's compliance with federal, state or local law shall be limited solely to the formal hearing and shall not estop any party from litigating or establishing its compliance with such laws in any other forum.

29.23 Written Grievances: In order to be valid, a written grievance must state facts upon which the grievance is based, the provision(s) of this Agreement which have been violated or are in dispute, and the requested remedy.

29.24 District Grievances: District grievances shall be submitted at the Step 3 level in writing directly to the Association President. An Association Representative and the Human Resources Director or designee shall meet in an effort to resolve the grievance within ten days of the date of the written grievance. The Association shall forward a written response to the grievance to the Human Resources Director within five days of the first Step Three meeting. If the matter is not resolved, the matter may be submitted to Step 5 binding arbitration by written notice to the Association President within five days of delivery of the Step Three written response.

29.25 Grievances Concerning Strikes or Lockouts: If the District's or the Association's grievance involves alleged violation of the parties' No Strike/No Lockout agreement, the party claiming to be aggrieved may choose among the Grievance and Arbitration Procedure, Public Employment Relations Board (PERB) proceedings or judicial proceedings, as it deems appropriate and proper and consistent with any body's jurisdiction, and may proceed immediately to Step 5 if that option is chosen.

29.26 Time Limits: The term "days" as utilized in this article shall be defined as "calendar" days. Time limits may be waived only with the mutual written agreement of the parties. Unless waived or modified by express written agreement, the time limits contained herein shall be strictly construed. No grievance shall be arbitrable unless all time limits have been met. If a party fails to respond, or to respond in a timely fashion, the other party may move the grievance to the next Step. If a party has responded and the other party fails to give timely written notice of intention to move the grievance to the next Step, the grievance will be deemed to have been resolved on the basis of the party's last response. The failure to insist upon strict compliance with these time limits and requirements in one or more grievance(s) shall not affect the right to do so in any other grievance.

29.27 Forms and Documents: Necessary forms or documents to be utilized under this procedure shall be adopted by the parties.

ARTICLE 30- Discipline and Discharge

30.1 Employees may be disciplined or discharged, for just cause, for infractions not consistent with District policy and procedures and/or professional conduct according to the process described in this article.

30.2 During the initial probationary period, employees may be disciplined or discharged at the District's discretion without recourse to the grievance procedure or just cause standard.

- 30.3 The parties agree that any discipline or discharge following the initial probationary period shall be subject to the standards and review procedures expressly provided under this Agreement.
- 30.4 Managers may provide informal coaching that is not documented in an employee's personnel file but notes regarding the coaching may be kept in the manager's files. Informal coaching is a values-supportive discussion regarding behavioral choices and shall not be considered discipline.
- 30.5 If a manager feels that behavioral expectations are clear they may proceed to an oral reminder. This is a meeting between the manager and employee which may be held anywhere private. Written documentation is created to identify the behaviors discussed. The written document is kept in a manager's files, and the employee may request a copy of the documentation. This documentation is not part of the employee's permanent personnel file kept in Human Resources.
- 30.6 The oral reminder may be used to substantiate a disciplinary action for up to one year if the behavior leading to the oral reminder does not appear to be part of a pattern. If there is a repetitive pattern of behavior, the oral reminder may be kept for two years.
- 30.7 Depending on the nature of the infraction, the District may discipline the employee in any of the following ways.
- 30.7.1 Written reminder: This is a documented discussion signed by the employee and manager. The documentation is part of the employee's permanent personnel file and may be used in to substantiate a disciplinary action for up to one year.
- 30.7.2 Suspension without pay: This is a period of time, not to exceed three scheduled shifts or 24 hours, whichever is less, when the employee is removed from the work schedule without pay. Documentation is kept in the employee's permanent personnel file and may be used in further disciplinary actions for up to two years.
- 30.7.3 Paid Decision Making Leave: This is a paid day away from work to allow an employee to decide if they want to make the changes necessary to continue employment. The employee is asked to document their commitment to changes they will make. An employee may also decide that they are not interested in continued employment and work with their manager to resign from their position. Documentation is kept in the employee's permanent personnel file and may be used in further disciplinary actions for up to two years.
- 30.7.4 Termination. Misconduct may be cause for immediate discharge when behaviors are found to be repetitive at risk behavior or reckless behavior.
- 30.8 All proposed discipline will be reviewed through the Collaborative Culture of Safety (Just Culture) algorithm before action is taken.
- 30.9 The disciplinary process may be initiated following informal coaching and oral reminders or in the event of demonstrated repetitive at risk or reckless behavior. The following describes the steps used by a manager to determine the level of action to be taken. These are documented meetings, usually held in HR. The employee may be represented by an Association Representative at any or all of these meetings.

- 30.9.1 Fact finding interview: This is a meeting between an employee and manager to obtain information so that the manager may understand the issues and decide if disciplinary action is warranted. A Human Resources representative may also be present.
- 30.9.2 If a manager feels disciplinary action in the form of a written reminder, paid decision making leave, suspension without pay, or termination is appropriate, based on the information received in the fact finding interview, the manager will proceed as per the Skelly procedural requirements. These procedures are required for all public employees, as outlined below.
 - 30.9.2.1 The District shall provide written notice of the alleged misconduct, copies of any written materials that will be placed in the employee's personnel file reflecting the planned discipline (for example, a copy of the planned written reminder), an explanation of the proposed discipline and an explanation of any documents or other evidence leading to the planned discipline, to the employee at least seventy-two (72) hours prior to the pre-disciplinary meeting.
 - 30.9.2.2 The employee is afforded the right, either orally or in writing, or both, to respond to the proposed charge(s) and the proposed disciplinary decision.
- 30.9.3 The employee may be placed on paid leave from the time the District notifies the employee of the planned pre-disciplinary meeting until the meeting is held, but paid leave shall not run for more than one calendar week.
- 30.10 An employee has three options when this notification is received.
 - 30.10.1 The employee may agree to meet at the stated date and time.
 - 30.10.2 The employee may ask to meet earlier than the stated date and time.
 - 30.10.3 The employee may accept the disciplinary action without a meeting. If an employee chooses to accept the disciplinary action, they are asked to sign the documentation and the signed document is made part of their permanent personnel file.
- 30.11 If an employee chooses to meet, the meeting is considered a Meeting with Intent to Impose Discipline (Pre-discipline).
- 30.12 The pre-disciplinary meeting will include a management representative (usually the employee's manager) and a second management representative who was not involved in the fact finding interview. The second management representative will have been trained in the Collaborative Culture of Safety principles and will provide an impartial view. A Human Resources representative will also be present.
- 30.13 During this meeting an employee may present a response to the proposed discipline either orally or in writing. The employee may tell his or her side of the story regarding conduct or events leading to the planned discipline. The employee may provide any information that may lead to the District reversing its planned discipline. The employee may specifically address any issues that he or she believes may affect his or her reputation, standing, or community associations, or otherwise stigmatize the employee's public image or future employment prospects.
- 30.14 After the Pre-disciplinary meeting the manager has five business days to decide to remove the disciplinary action, reduce the proposed action or uphold the proposed discipline.
- 30.15 An employee who feels the disciplinary action has been unjustly imposed has the right to the Grievance Procedure- Article 29.

30.16 Copies of written reminders and documentation of disciplinary action will be placed in the employee's personnel file after being reviewed by the employee. Refusal to sign and/or rebuttal by the employee will also be placed in the file.

30.17 The District will notify the Association of any unpaid suspensions or terminations imposed under this Article.

ARTICLE 31- Job Descriptions & Policies

31.1 Job descriptions for classifications within the bargaining unit maintained by the District shall be made available to the Association Job descriptions for new positions or changes to existing job descriptions will be provided to the Association President.

31.2 The Association and Human Resources will meet and confer as requested to evaluate new or revised job descriptions.

31.3 HR will provide written notice of any range change to a higher range off cycle due to recruitment or retention issues.

31.4 Any additions, deletions or revisions to personnel policies that may impact association members will be distributed to the association president upon implementation.

ARTICLE 32- Jury Duty

32.1 The District encourages its employees called for Jury Duty to serve. Only in cases of extreme scheduling problems will the District request that an employee be excused from Jury Duty.

32.2 If summoned, either as a witness in a work-related case or for Jury Duty, the employee shall present either the summons or subpoena to his/her Supervisor or Department Head the first work day following the receipt.

32.3 If an employee is summoned to Jury service, or is subpoenaed as a witness for a work related case, he/she will be paid for the hours scheduled to work that day or previously scheduled on personal leave. In the event the employee is released from the summons or subpoena with four or more hours remaining on his/her regularly scheduled shift, or prior to noon if the employee works an evening or night shift, he/she shall telephone his/her department head to inquire as to whether the department head wishes him/her to report to work.

32.4 When an employee receives a Jury Duty check for witness fees, he/she must endorse it over to the District and present it to the Payroll Department.

32.5 Employees will be compensated for Jury service or as witnesses for work-related cases only on days that they have been scheduled to work or scheduled for personal leave, and will only be reimbursed at their appropriate rate of pay.

ARTICLE 33-Time Off Requests

33.1 Employees shall submit vacation requests in writing not later than February 1st of each year.

33.2 The form for such purposes will be provided by the District and will cover the period of April 1st to March 31st.

33.3 Requests for time off received shall be submitted to department manager during the period January 1st to February 1st.

- 33.4 Requests must be prioritized so that the days wanted most are listed first, the days wanted next are listed second, and so on.
- 33.5 Requests received during this time will be considered based on seniority within job title in department.
- 33.6 Department managers will review all requests and approve or disapprove an employee's first choice for time off as available. If an employee's first choice is unavailable, then the manager will select the next available choice from the employee's list. Department managers will continue to review and grant time off until all requests have been approved or disapproved.
- 33.7 By March 1st, a list of approved time off will be posted in the department. Requests submitted during this time frame will be for the period April 1st through March 31st.
- 33.8 Management does not have the right to cancel approved time off, providing the employee has sufficient Personal Leave available. Management reserves the right to cancel approved time off as permitted or required by law (for example, during or following a natural disaster).
- 33.9 Time off requests for all recognized holidays will be granted on an individual basis.
- 33.10 If it is determined that time off is not distributed in a fair and equitable way, management can invoke a rotational time off program by department.
- 33.11 Time off requests received after February 1 will be considered on a first received basis. Time off will be approved or disapproved following published department staffing guidelines. All requests will be approved or disapproved within 30 days of request. Requests will be made at least 45 days prior to requested time off.

ARTICLE 34- Probationary Period

- 34.1 All employees serve an initial probationary period upon hire with the District. During the initial probationary period (period of time following hire to the District), an employee may be discharged for any reason.
- 34.2 Full-time, regular part-time employees, short hour, casual and per diem serve a probationary period of six (6) calendar months upon initial hire.
- 34.3 An initial probationary period may not be extended.
- 34.4 Probationary period related to promotion or transfer:

Employees who are promoted or transfer to a new position shall be given orientation as necessary and such employees shall serve a probationary period of 90 calendar days. If the employee fails to perform satisfactorily during the probationary period, the employee shall be returned to his/her former position at the former rate of pay without loss of seniority. These employees may have access to the Grievance Procedure.

- 34.5 Probationary period related to bumping rights:

If an employee exercises bumping rights, said employee must be qualified and able to perform the job the employee formally held with a reasonable reorientation and must be able to work existing shifts. The employee must be able to perform the basic competencies within the job

description without retraining. The employee will be subject to a 90 day probationary period. If during this probationary period the employee fails to perform satisfactorily they will return to the recall list.

ARTICLE 35- Association Representatives

- 35.1 The District agrees to recognize Association Representatives, as duly elected by the members of the Employees Association. The number of Association Representatives shall not exceed six, one of which may be designated as a Chief Association Representative.
- 35.2 Association Representatives may receive complaints and see that the terms and conditions of the Memorandum of Understanding are observed. The Association shall notify the District in writing of the names and assignments of all duly elected Association Representatives. Any change in Association Representatives shall be forwarded to the Director of Human Resources
- 35.3 Representatives shall not engage in Association business on work time and shall not engage employees in any conversation regarding Association matters on that employee's work time, except as set forth by this article. Work time does not include break periods, meal times or any other specified periods during the workday when employees are properly not engaged in performing their work tasks. Association Representatives may, on occasion, have a brief conversation with an employee about work-related problems. Such use of work time shall not be abused.
- 35.4 The Employees' Association will be allotted time during the General Orientation to give information on the Association to new employees, subject to the District's review of the material and scheduling preference.
- 35.5 The District will compensate Association Representatives for time spent in negotiation sessions, meet and confer sessions, representing employees in meetings with managers, attendance at Personnel/Retirement meetings, and for participation in training programs when the District has requested Association attendance.
- 35.6 The Association Board and District Administration shall meet at least quarterly.
- 35.7 Employee Association board members (maximum of 4) may have their title designations added to their name tags.
- 35.8 The District will not unreasonably deny access to the District property to the Association's attorney or consultants.

ARTICLE 36- No Discrimination

- 36.1 The Association and the District agree that neither the Association nor the District shall discriminate in any way on the basis of Association activity and both shall follow all federal and state regulations regarding discrimination in employment.

ARTICLE 37- Unemployment Insurance

- 37.1 The District shall provide unemployment insurance coverage for its employees,

ARTICLE 38- Full Understanding, Modifications and Waiver

- 38.1 It is intended that this Memorandum of Understanding set forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior to existing understanding or agreements by the parties regarding the matters set forth herein,

whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety.

38.2 Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Memorandum of Understanding; however, this shall not preclude the employees from filing grievances on the subject matter of this Agreement or interpretation thereof.

38.3 Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the District's Board of Directors and the Association.

38.4 The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 39- Savings Clause

39.1 Both parties intend to honor the provisions of the Memorandum of Understanding as they have been defined and developed under the Meyers-Millias-Brown Act. If any provision of this Memorandum of Understanding is found to be unlawful as the result of a final decision by a state or federal court or agency having authority to render such decision, the remaining provision of this Memorandum of Understanding shall remain in full force and effect.

ARTICLE 40- No Strike-No Lockout

40.1 No Strike or Interference: The parties realize that District facilities are different in their operations from other industries because of the nature of services rendered to the community. For this reason, during the term of this Agreement, employees covered by this Agreement shall not engage in any strike, sympathy strike, slowdown, sit-down, work stoppage or boycott at any of the District's premises, or other interruption of work or interference with the District's operations.

40.2 Neither the employees, the Association, nor any of its officers, agents or representatives shall authorize, assist, lend support to, or in any way participate in any such activities at any District facility.

40.3 No Lockout: The District shall not lockout employees represented by the Association and subject to this Agreement during the term of this Agreement.

ARTICLE 41- Safety

41.1 The District shall provide safe working conditions consistent with all Federal and State standards that are applicable to the District. If an employee receives a work assignment that he/she believes is not in accordance with this principle or believes that the general working conditions are not in compliance with this principle, he/she may report such problems to the Administrator. The District shall promptly investigate any such complaint and where the District determines that the complaint has merit, it shall remedy the problem.

ARTICLE 42- Work Out of Classification

42.1 Employees who are assigned to work in a higher classification by their Department Head shall be paid 5% above their base pay, or the first step of the higher classification, whichever is higher.

42.2 Classifications and their ranges are listed in Appendix A.

42.3 Employees covering for a Department Head for a period of greater than three days will be paid 5% above their base pay unless such coverage is required by their job description.

42.4 Employees who assume responsibility for a department on an interim basis shall have the right to negotiate, with their Department Head and Human Resources, for an increase related to the amount of management responsibilities assumed.

42.5 Employees who do not agree with their evaluation may request a review by their Director and a member of the Human Resources Department.

ARTICLE 43- In-Service Education

43.1 When the District provides an in-service program for employees in a particular classification under the Memorandum of Understanding, the District will use reasonable efforts to ensure that the training sessions for such programs are available to all employees in such classifications. Such reasonable efforts may include duplication of programs on alternate shifts and, when appropriate, alteration of the time and shift of the program. If such program is conducted during an employee's working hours, the employee may attend if such attendance is approved by the employee's supervisor.

ARTICLE 44- Membership Communications

44.1 Association leadership will be provided with various methods of communication with their members. Bulletin boards will be made available as space allows and methods of electronic communication will be available.

44.2 All materials must identify the organization that published them. It is agreed that information posted shall be limited to official publications and notices announcing meetings, times, dates, locations and subject matters.

ARTICLE 45- Term

45.1 This Memorandum of Understanding shall be effective as of July 1, 2016 and shall continue in effect through June 30, 2019. No changes in this MOU provision can be made without the consent of both parties in writing.

Tahoe Forest Hospital District
Employee's Association

By: _____

Barbara Wong on behalf of the Employee's
Association

Tahoe Forest Hospital District

By: _____

Jayne O'Flanagan on behalf of Tahoe
Forest Hospital District

Appendix A- Job Titles July 1, 2016

Access Rep I, Cancer Center
Access Representative I
Access Representative II
Access Representative, Lead
Accounts Payable Clerk
Administrative Assistant, Foundation
Administrative Coordinator, Facilities Management
Bookkeeper, Retail Pharmacy
Buyer
Cashier, Lead
Cashier, MSC
Cashier, Patient Financial Services
Cashier, Retail Pharmacy
Certified Home Health Aide
Certified Nurse's Aide
Clerical Support, Cancer Center
Clerical Support, Dietary
Clerical/Receptionist, OH
Clerk, Accounting
Clerk, HIM
Clerk, Materials Management
Clinical Research Data Specialist
Coder
Coder, Certified
Collector
Collector, MSC
Community Health Adv./Promotora
Community Program Support
Cook II
Coordinator, Accounts Payable
Coordinator, Activities/Resident Relations
Coordinator, Cancer Center
Coordinator, EOC
Coordinator, LTC Operations
Clerical Support, Occupational Health Services
Coordinator, OR Business
Coordinator, OR Materials
Coordinator/Coder, Hospice
Courier
Data Entry II
Diagnostic Imaging Assistant
Diagnostic & Surgery Authorizer
Dietary Aide

Dietary Clerk
EHR Applications/Interface Support
ER Tech
EVS Aide
Facilities Chief Engineer
Facilities Engineer
Facilities Engineer Assistant
Facilities Engineer-Electrician
Financial Counselor
Floor Care
Floor Care, Lead
Help Desk Representative
Integration Architect
Lab Assistant
Lab system Specialist
Medical Assistant, Cancer Center
Medical Assistant / Phlebotomist
Medical Assistant, O.H.
Network Administrator I
Network Administrator II
Network Administrator III
Office Support, Home Health
Patient Account Representative
Patient Account Representative, MSC
Patient Account System Analyst
Patient Account System Analyst, MSC
Patient Care Tech, Cancer Center
Patient Care Tech/Unit Clerk
Patient Care Technician
Perioperative Tech
Perioperative Tech II
Pharmacy Tech, Inpatient
Pharmacy Technician
Pharmacy Technician / Buyer, Retail
Pharmacy Technician, Retail
Physician Administrative Assistant
Program Administrator II
Programmer/Analyst II
Purchasing Assistant
Reception, IV Health Clinic
Receptionist, PFS
Receptionist, Cancer Center
Refund Specialist
Scheduling Specialist

Safety Attendant
Sterile Processing Tech I
Sterile Processing Tech II
Surgery Scheduler
Surgical Technician
Systems Administrator I
Systems Administrator II
Technical Support II
Transporter
Unit Clerk, Emergency Department
Unit Clerk, ICU
Unit Clerk, LTC
Unit Clerk, Med/Surg
Unit Clerk, PAAS
Unit Clerk, Women & Family

Appendix B- 2013 Per Diem Rates

E.A. Job Classifications 2013 Per Diem Ranges	PD I Hire	PD II 5+ YOS	PD III 10+ YOS	PD IV 25+ YOS
Access Representative I	\$21.99	\$23.02	\$24.05	\$26.01
Certified Nurse's Aide	\$19.44	\$20.35	\$21.26	\$22.99
Coder, Certified	\$35.16	\$36.80	\$38.45	\$41.58
Diagnostic Imaging Assistant	\$20.42	\$21.38	\$22.33	\$24.15
ER Tech	\$23.68	\$24.79	\$25.89	\$28.00
Lab Assistant	\$24.28	\$25.41	\$26.55	\$28.71
Patient Care Tech/Unit Clerk	\$22.55	\$23.60	\$24.66	\$26.66
Perioperative Tech	\$26.14	\$27.37	\$28.59	\$30.92
Pharmacy Technician	\$26.14	\$27.37	\$28.59	\$30.92
Surgical Technician	\$32.65	\$34.18	\$35.71	\$38.61
Unit Clerk, Emergency Department	\$22.55	\$23.60	\$24.66	\$26.66
Unit Clerk, Women & Family	\$22.55	\$23.60	\$24.66	\$26.66

Appendix C - Health Insurance Plan Design

Following is a brief summary of health coverage. Full details are available in the Summary Plan Description.

MEDICAL	TFHD*	In Network	Out of Network
Calendar Year Deductible			
Individual	\$500	\$500	\$1,000
Individual + 1 Dependent	\$1,000	\$1,000	\$2,000
Family	\$1,500	\$1,500	\$3,000
Out Of Pocket Maximum			
<i>(Coinsurance + Deductible)</i>			
Individual	\$3,000	\$3,000	\$6,000
Individual + 1 Dependent	\$6,000	\$6,000	\$12,000
Family	\$6,000	\$6,000	\$12,000
Lifetime Maximum	No Lifetime Maximum		
In-Patient Hospital Services	100%	80%	50%
In-Patient Hospital Services Additional Copay/ Admit	none	\$750	\$1,000
Out-Patient Surgery	100%	80%	50%
Out-Patient Surgery Additional Copay/ Surgery	none	\$750	\$1,000
Lab & X-Ray	100%	80%	50%
Emergency Room			
Facility	\$150	80%	50%
ER Physicians	80%	80%	50%
Physician's Office Visit	N/A	\$30 Copay	50%
Urgent Care		\$30 Copay	50%
Pain Clinic	\$30 Copay	\$30 Copay	50%
Surgery (In Physician office)	N/A	\$30 Copay	50%
Mental Health/Alcohol and Substance Abuse			
In Patient	N/A	\$500 Copay	\$1,000 Copay
Out Patient	N/A	80% \$40 copay	50% \$40 copay
Prescription Drug Benefit - 34 day supply			
Generic	\$10	\$20	\$40
Brand	\$25	\$45	\$60
Non-Formulary	\$50 or 50%	\$60	\$100
TFHD Only 90 Day Supply	90 day supply for 2-copays at TFHD only		

*TFHD refers to services provided and billed by Tahoe Forest Hospital District (TFHD). This does not include physician or other charges not billed by TFHD.

DENTAL	Coverage
Deductible	\$35 Individual \$70 Family
Maximum Benefit	\$1,500 Per Calendar Year per covered Individual
Class A Services - Preventive	100% (deductible does not apply)
Class B Services - Basic	80% (after deductible)
Class C Services - Major	80% (after deductible)
VISION	VSP Coverage
Copayment:	\$20
Benefits:	
Exam	Once every 12 months
Lenses	Once every 24 months
Frames	Once every 24 months

Appendix D - Health Plan Premiums

Monthly Premiums	Base	Screened
Full time single	\$98.77	\$48.77
Full time plus spouse	\$247.81	\$197.81
Full time plus child(ren)	\$222.11	\$172.11
Full time plus family	\$331.32	\$281.32
Part time single	\$147.54	\$97.54
Part time plus spouse	\$346.27	\$296.27
Part time plus child(ren)	\$312.00	\$262.00
Part time plus family	\$457.60	\$407.60

Effective January 1, 2014

MEMORANDUM OF UNDERSTANDING

Between

TAHOE FOREST HOSPITAL DISTRICT
EMPLOYEES' ASSOCIATION of PROFESSIONALS

And The

TAHOE FOREST HOSPITAL DISTRICT
July 1, 2016 to June 30, 2019

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ARTICLE 1. Preamble

- 1.1. The Tahoe Forest Hospital District, herein referred to as "the District" and the Tahoe Forest Hospital District Employees' Association of Professionals, herein referred to as "the E.A.P.", having met and conferred in good faith within the meaning of the Meyers-Milias-Brown Act (California Government Code Section 3500 et seq.) have entered into this Memorandum of Understanding.
- 1.2. It is the intent of the parties to set forth the basic agreement covering rates of pay, hours of work and conditions of employment between the parties.

ARTICLE 2. Recognition

- 2.1. The District recognizes the E.A.P. as the exclusive representative for employees covered by this Memorandum of Understanding whose job titles are listed in Appendix A for the purpose of meeting and conferring with respect to rates of pay, hours and working conditions.

ARTICLE 3. Management Rights

- 3.1. It is acknowledged that the District has, except as otherwise limited by this Agreement and/or applicable law, retained the right to determine the nature and extent of services to be performed as well as the right to determine and implement its public function and responsibility, determine the mission of its constituents department, manage and control all property, facilities and operations, maintain the efficiency of governmental operations, take all necessary actions to carry out its mission in emergencies, and take such other and further action as may be necessary to organize and operate the District in an efficient and economical manner consistent with the best interests of the public it serves.
- 3.2. It is agreed that the District, except as otherwise limited by this Agreement and/or applicable law, have and retain all of the customary and usual rights, powers, functions, and authority to discharge its obligations including those described within its then-current employer-employee relations ordinance or afforded under the Meyers-Milias-Brown Act, the Local Health Care District Law, or other applicable law.
- 3.3. The parties further agree that, except as otherwise limited by this Agreement, and/or applicable law, the District shall retain the right to hire, evaluate, promote, layoff, discipline, discharge, set work schedules, make work assignments, and otherwise direct and control its operations consistent with its public purpose. The District may make such reasonable rules and regulations, not in conflict with this Agreement or its obligations to the E.A.P. under applicable law, as it may from time to time deem appropriate for the purpose of maintaining order, safety and/or effective operation of its facilities.

ARTICLE 4. Employee Rights

- 4.1. The right of employees to form, join, and participate in the activities of Employee Associations or employee Organizations of their own choosing for the purpose of representation on all matters of employment relations. (Cal. Govt. Code §3502)
- 4.2. The right of employees to refuse to join or participate in the activities of Employee Associations or Employee Organizations.
- 4.3. The right of employees to be free from interference, intimidation, restraint, coercion or discrimination by an Employee Association or Organization and/or by the District because of the employee's exercise of his/her rights under Section §3502 of the California Government Code. (Cal. Govt...Code §3506)
- 4.4. The Employee Association of Professionals has the right, upon its request and prior to adoption by the District, to meet with the District to discuss proposed changes to matters within the scope of representation set forth in California Government Code Section §3504, except in emergencies. (Cal. Govt. Code §3506)
- 4.5. Organizational Security: It shall be a condition of continued employment that on or after the thirtieth (30th) day following the beginning of employment or the effective date of the Agreement to begin organizational security, whichever is later, each employee covered by this Agreement shall either:
 - 4.6. Be a member of the Association, or
 - Pay to the Association a fair share agency fee equal to the monthly periodic dues of the regular membership, less costs which are not related to the administration of this Agreement and the representation of employees; provided, however, that each employee will have available to him/her membership in the Union on the same terms and conditions as are available to every other member of the Association; or
 - Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - Pay a sum equal to the agency fee described in a.2 to a non-religious, non-labor charitable fund chosen by the employee. The employee shall furnish written proof to the Hospital and the Association that this contribution has been made.
- 4.7. Dues Deductions: The Association shall have sole and exclusive right to have membership dues or agency fees deducted, by the Hospital, from bargaining unit members. The Hospital, upon appropriate written authorization from any bargaining unit member shall deduct from each paycheck, from the wages, due and payable to those employees who authorize the Hospital in writing to do so, half of the regular monthly dues or agency fee. All monies so deducted by the Hospital shall be forwarded to the Association by the Hospital as promptly as may be consistent with the Hospital's accounting procedures but in no event later than fifteen (15) days from when these monies were deducted.

- 4.8. The written authorization for Association dues deductions shall remain in full force and effect during the life of the Agreement between the Hospital and the Association unless canceled in writing by the employee and provided to the Association.

ARTICLE 5. Definitions

- 5.1. When referred to in the contract, the following definitions apply:

Date of hire: Date of hire is defined as the date on which an employee is officially the first paid and worked day at the District.

Continuous service: Continuous service is defined as the employee's continuous employment by the District less any unpaid absences from work in excess of thirty (30) calendar days.

Department member: An employee who has been hired into a posted position as documented on a Personnel Action Form, participates in department meetings and trainings and maintains documented competencies in the department and has completed initial probationary period.

Lump Sum: Lump sum payment calculations will be based on wages paid in the calendar year prior to the date of disbursement. Cancelled standby and holiday pay are included in the lump sum. The calculation for holiday pay is the number of holiday hours worked in the calendar year multiplied by current regular base rate. Calculations exclude over time, double time, callback, MOU education, nonproductive, standby, holiday standby or other premium pay.

Additional shift: a shift added to an employees work schedule after schedule has been posted.

Base pay: Pay received for a given work period, such as an hour or week, not including additional compensation such as shift differential, per diem differential, overtime, bonus or other payments.

Charge Nurse/Team Leader: in addition to providing patient care, collaborates with all members of the interdisciplinary team to ensure patient needs are met during a shift when three or more nurses are working.

Weekend: Where an employee is required to work a certain number of weekend shifts, "weekend" shall include shifts scheduled to begin between 7:00 pm Friday and 6:59 pm on Sunday. Start times shall be based on scheduled, as opposed to actual, start times. Employees who clock in or begin working prior to a scheduled shift start time shall not be considered to be working a weekend shift unless the shift would be considered "weekend" according to its scheduled start time. This article shall not affect the definition of "weekend" for shift differential purposes.

Job classification: In the event of layoffs employees in like job classification (such as RN, CLS, DI Tech) will be considered by classification, not job title.

Job title: A specific name given to a particular job which is used to distinguish that job from other jobs within the organization.

Qualified Employee: An employee who meets the minimum qualifications of a job description.

ARTICLE 6. Employee Status

- 6.1. All District employees shall be classified as one of the following listed below. If an employee's hours are reduced as a result of cancel days because of low patient census, the employee's status will not be affected.
- 6.2. Full Time: A person who is scheduled for 12 hour shifts and works seventy-two (72) hours in a two (2) week pay period.
 - 6.2.1. A person who is scheduled for 8 or 10 hour shifts and works 80 hours in a two week pay period.
 - 6.2.2. A night shifts employee who is regularly scheduled for 10 hour shifts and works at least 70 hours in a two week pay period.
- 6.3. Regular Part Time: A person who is scheduled for, and regularly works, at least forty eight (48) and up to seventy one (71) hours in a two (2) week pay period. It is the expectation that regular part time employees will flex up to full time based on department needs.
- 6.4. The District will make every effort to increase work hours for regular part time employees hired prior to December 1, 2013 to meet the 48-hour requirement. If the District is unable to increase work hours to 48 in a payperiod, regular part time employees hired prior to December 1, 2013 regularly scheduled for 40 hours a payperiod will be considered as regular part time.
- 6.5. Short Hour: Regularly assigned to work a predetermined work schedule of less than 20 hours per week or less than forty (40) hours per pay period.
- 6.6. Per Diem: A person who is scheduled to work based on the needs of the District and who must be available five (5) shifts per four (4) week schedule. Two (2) shifts must be weekends and two (2) must be night shifts.
 - 6.6.1. Per Diem employees must be available to be scheduled on Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and July 4th. Every Per Diem employee is required to work at least one of these holidays on a rotational basis.
- 6.7. Casual Part Time: Employee works on an intermittent and as needed basis.
- 6.8. Temporary: A person who is hired to fill a temporary need for additional staff for a period of time up to one year.

- 6.9. Seasonal: A person who is hired to work during a defined period of time to supplement department staff during high census periods. Defined period of time may not exceed 180 days.
- 6.10. The District may enter into an agreement with employees to job share.

ARTICLE 7. Wages

- 7.1. Wages have been set according to classification pursuant to policies fixed by and between the District and the E.A.P. No changes in this MOU provision can be made without the consent of both parties in writing.
- 7.2. The wage scales set forth are intended to constitute minimum scales only, and nothing in this Memorandum of Understanding shall preclude the District from paying in excess of such minimum rates subject to the meet and consult process. Wage scales for employees participating in training programs may be set at a lower wage by mutual agreement of the District and the E.A.P.
- 7.3. Effective with the pay period containing July 1, 2016 full time, part time, short hour employees in job titles identified in Appendix A will receive the greater of a two and one-half (2.5%) increase to base pay or the market adjustment to the position; however, employees will not be increased beyond the maximum of the salary range.
- 7.4. Effective with the pay period containing July 1, 2017 and 2018 full time, part time, short hour employees in job titles identified in Appendix A will receive the greater of a two (2%) increase to base pay or the market adjustment to the position; however, employees will not be increased beyond the maximum of the salary range.
- 7.5. Those who reach the maximum will receive a lump sum adjustment for the total value of the increase that applies to the job position. Any employee who is over the top of the new range will be red-circled (remain at the current rate until the range maximum catches up to that amount) but will still receive a lump sum equivalent to the amount indicated in article 7.3 and 7.4 respectively, or the market adjustment for that position.
- 7.6. Range chart is structured at thirty (30) % span with two and a half (2.5) % between ranges.
- 7.7. The Association and the District will meet annually in April to review pay data compared to Areas 1, 2, 5 & 7 of the California Hospital Association salary survey data for pay ranges. Jobs that require adjustments in order for District to provide competitive wage for recruitment and retention will be identified. If a particular job market appears to move 2% (4.5%,7%,9.5%), that job will move to next range(s). This review will be completed for any range changes in order to be effective the first pay period of July of each contract year.
- 7.8. Job titles which are in dispute as to whether they are included or excluded from the bargaining unit shall be processed as set forth in the Employer-Employee Relations Resolution.

- 7.9. Certification recognition: Full Time and Regular Part Time employees who obtain certification in a specialty area or a degree from an accredited college related to work while employed by the District will receive a one-time bonus of \$500 as recognition of their continuing education effort. Certifications funded by the District except for use of Educational Reimbursement funds available under Article 18 of this agreement, are excluded from the bonus system.
- 7.10. A manager may set an employee's pay above the minimum of the range based on the following guidelines:

Years of Experience	Minimum Starting Pay Rate
0-2 years	0-5%
3-5 years	5-10%
5+ years	10-14%

- 7.11. In certain circumstances, including hard to fill positions or applicants with considerable experience, an employee may be hired over the midpoint in the salary range. Human Resources will review all salaries of other staff in the same title in the same department to determine if other salary adjustments are necessary.
- 7.12. Employees designated to work in one of the following roles will receive additional compensation as follows:

Charge Nurse/Team Leader:

Receives a 5% increase for designation during a scheduled shift. Only applicable when three or more nurses are working for designated shift. In addition to providing patient care, collaborates with all members of the interdisciplinary team to ensure patients' needs are met during a shift based on job description

Lead Roles:

Move up 2 ranges and receive a 5% increase

Responsibilities:

- Day to day operations
- In-service department employees
- Update policies and procedures
- Ordering

Coordinator Roles:

Move up 4 ranges and receive a 10% increase

Responsibilities in addition to Lead role:

- Provide leadership to department
- Participate in long range planning
- Facilitate problem solving
- Represent area in meetings

- 7.13. Per Diem rates are set at current base pay plus ten percent (10%). During the first year of the contract Per diem employee's hired prior to January 1, 2014, will be paid base pay plus 10% or will remain at July 1, 2013 per diem rate whichever is greater (see appendix B). Once moving off of grandfathered scale employees will remain at 10% above base pay. As ranges change grandfathered employees pay will be reviewed and moved to base pay plus 10% as appropriate.

ARTICLE 8. Minimum Shift Pay

- 8.1. Employees may report to work to find that their services are not required
- 8.2. An employee who reports for his/her regularly scheduled work shift, but whose services are not required, will receive a minimum of two (2) hours pay at their base hourly rate of pay for reporting to work.
- 8.3. An employee who is notified not to report to work a minimum of two (2) hours prior to their scheduled shift, but who still reports to work will not be eligible for the minimum pay guarantee noted above.
- 8.4. An employee who is unavailable for such notification prior to the beginning of their shift will not be eligible for minimum shift pay.
- 8.5. An employee who is canceled less than the minimum of two hours prior to the start of a shift will be given the option to accept the full cancel day without pay, or work for two (2) hours.
- 8.6. Employees who come in on a scheduled day off to participate in ambulance transfers will receive minimum shift pay of four (4) hours at straight time.
- 8.7. Employees scheduled to participate in Radiology Diagnostic procedures will receive minimum shift pay of two (2) hours at straight time.
- 8.8. Employees scheduled to attend department meetings, in-services or committee meetings will be paid a minimum of two hours at their base hourly rate.

ARTICLE 9. Standby

- 9.1. Standby is defined as duty which requires that an employee be designated by the appointed authority to be ready to respond within 1/2 hour, road and traffic conditions permitting; be reachable by telephone or page system; and refrain from activities which might impair his/her ability to perform assigned duties. An employee who is assigned by the department to be on standby shall be eligible for standby pay.
- 9.2. Employees on standby or cancelled standby, with the exceptions of those job titles identified below shall receive one-third (1/3) of his/her base hourly rate of pay for each hour or fraction of an hour on standby except for Holiday standby.
- 9.3. Standby or cancelled standby on designated holiday shifts shall be paid at the rate of one-half (1/2) of the employee's base hourly rate. If a change in the workload has

occurred and at the manager's discretion additional staffing is required, the employee on standby should be the first person called back to work.

- 9.4. Orthopedic and Surgical Physician Assistants/Nurse Practitioners, Pharmacists and Home Health / Hospice nurses will receive \$100 per standby shift. Standby shifts on recognized holidays will be paid at \$150 per shift.

Effective July 1, 2017:

Pharmacists will receive \$20 per hour for each hour of standby. When scheduled for standby on a recognized holiday Pharmacists will receive \$30 for each hour of standby.

Home Health/Hospice nurses will receive \$10 per hour for each hour of standby. When scheduled for standby on a recognized holiday Home Health/Hospice nurses will receive \$15 for each hour of standby.

- 9.5. Standby will usually occur in the following sequence:

Any employee who volunteers for standby, Full Time and Regular Part Time employees subject to manager's approval

Temporary or Seasonal

Casual Part Time

Per Diem

Short Hour

Regular Part Time, Full Time employees and Contract Agency on a rotational basis as appropriate.

- 9.6. Notification of change to standby will follow the same two-hour requirements as cancellations.
- 9.7. Hours worked after work status is changed will be paid at the appropriate callback rate.
- 9.8. Availability will begin at the start of the shift within expected callback response times.
- 9.9. Perioperative Services and PAAS employees will be paid to work on-call only positions on a seasonal basis. The on call only positions shall be assigned to any volunteers and/or equally rotated among surgery full time and regular part time staff.

ARTICLE 10. Cancel Standby

- 10.1. Cancelled Standby time shall be defined as hours assigned by the department instead of the regularly scheduled hours due to low census or other such reasons.
- 10.2. It is defined as duty which requires that an employee be designated by the appointed authority to be ready to respond within ½ hours, road and traffic conditions permitting; be reachable by telephone, cell phone or pager; and refrain from activities which might

impair his/her ability to perform assigned duties. An employee who is assigned by the department to be on cancelled stand by shall be eligible for standby pay

- 10.3. Management staff shall notify an employee if they are to be placed on cancel standby two (2) hours prior to the beginning of their shift.

ARTICLE 11. Callback

- 11.1. Callback is defined as pay earned by an employee who is called in to work from standby status.
- 11.2. An employee who is called into work shall receive a minimum guarantee of two (2) hours at time-and-one-half for an initial callback.
- 11.3. An employee who is called into work on a designated holiday shift shall receive a minimum guarantee of two (2) hours pay at double time for an initial callback.
- 11.4. Subsequent callbacks within the two hour callback period will not receive additional compensation.
- 11.5. Callbacks occurring after the two hour period has passed will be considered a separate callback and will be compensation as a separate callback beginning a new two hour callback period.
- 11.6. Travel time to and from the workplace shall not be considered as hours worked for purposes of computing callback pay. When an employee is called into work, standby pay will be reduced by the number of callback hours paid.

ARTICLE 12. Cancellation

- 12.1. Cancellation is defined as an employee's temporary reduction of scheduled hours as a result of reduced staffing requirements on a daily basis subject to manager's approval.
- 12.2. Cancellations will occur in the following sequence:
1. Employee working an overtime shift
 2. Volunteers working an additional shift
 3. Volunteers willing to use PL on a rotational basis (Volunteers using PL for a cancelled shift will not have that shift considered a cancelled shift)
 4. Volunteers on a rotational basis
 5. Employee working an additional shift
 6. Temporary/Seasonal/Casual
 7. Per Diem
 8. Short Hour
 9. Regular part time, full time and contracted agency on a rotational basis
- 12.3. An employee, who would otherwise be cancelled, may be floated at the department head/ supervisor's discretion.

- 12.4. Management shall notify an employee if he/she is to be cancelled two (2) hours prior to the beginning of his/her shifts. If an employee is cancelled within 2 hours of the beginning of the shift, he/she will be given the option to accept the full cancelled day without pay, or to work for 2 hours.
- 12.5. A cancelled employee may elect to be paid for Personal Leave up to the number of hours cancelled with a minimum Personal Leave payment of one hour.
- 12.6. An employee who has been cancelled need not be available by phone after the notification of cancellation.

ARTICLE 13. Pay for Working Scheduled Day Off

- 13.1. After a department schedule is posted, a manager/supervisor may ask a Full Time employee to work on a scheduled day off. Full-Time employees scheduled to work an additional shift on a scheduled day off will be paid at time and one half of the employee's base hourly rate. If the employee voluntarily elects to take paid time off during the same work week, requests another day off in exchange, calls in sick or volunteers for first cancel, the shift will be paid at straight time.

ARTICLE 14. Personal Paid Leave

- 14.1. Full Time, Regular Part Time employees are eligible to accrue Personal Paid Leave hours.
- 14.2. Accrual of Personal Paid Leave begins immediately upon employment and is based upon hours paid, exclusive of overtime, standby and callback hours, with the exception that scheduled working hours that are changed to cancel standby hours will accrue Personal Paid Leave.
- 14.3. Personal Paid Leave is paid time off to be used for an employee's needs including, holidays, vacations and short-term illnesses. An employee must use Personal Paid Leave hours when he or she works less than their work status unless the time off is the result of cancellations.
- 14.4. Personal Paid Leave Accrual Schedule:
- 14.5. Full time employees will accrue Personal Leave based on status. That is full time employees working 12 hour shifts will accrue PL based on 72 hours a pay period, full time employees working 8 or 10 hour shifts will accrue PL based on 80 hours a pay period.
- 14.6. Full time Laboratory employees working nights will accrue PL based on 70 hours a pay period.
- 14.7. Employees Hired Prior to 10/31/86 accrue personal paid leave at the rate of 39 days per year or the rate of 0.15 hours per hour.
- 14.8. Employees Hired After 11/01/86:

Yrs. of Service	0-4	5-8	9-11	12-14	15	16+
Max. Days/Year	24	29	32	33	34	36
Hourly Accrual	.092	.112	.123	.127	.131	.139

- 14.9. No Full Time employee shall be allowed to accrue in excess of 240 hours of Personal Paid Leave. No Regular Part-Time employee shall be allowed to accrue in excess of 190 hours.
- 14.10. Employees unable to work a scheduled shift due to unforeseen circumstances are required to notify their department manager at least two hours prior to the beginning of the shift if practical.
- 14.11. Additional Personal Paid Leave hours will be granted to night shift employees (shifts beginning on or after 7:00 p.m. and before 5:00 a.m.) at the rate of eight hours of additional Personal Leave for every one hundred and seventy three (173) hours of straight time paid. This bonus will be granted quarterly and the Personal Leave hours will be credited to the employee's account on the first of the month following the end of a quarter. The maximum number of additional Personal Leave hours accrued will be Ninety six (96) hours annually.

ARTICLE 15. Long Term Sick Leave

- 15.1. Full-Time and Regular Part-Time employees accrue Long Term Sick Leave in addition to Personal Leave. Short Hour, Temporary and Per Diem employees are not eligible for Long Term Sick Leave.
- 15.2. Full-Time and Regular Part-Time employees will accrue Long Term Sick Leave at a rate of .027hours for each hour paid, exclusive of overtime, standby and callback hours, with the exception that scheduled working hours that are changed to cancel standby hours will accrue Long Term Sick.
- 15.3. Following five consecutive years of employment and upon termination, Long Term Sick will be paid back to the employee at 50% of hours accrued, not to exceed \$7,500.00 for employees who have twenty years of service. After twenty consecutive years of employment and upon termination, Long Term Sick will be paid back to the employee at 75%of hours accrued, not to exceed \$12,500.00. After twenty-five consecutive years of employment and upon termination, Long Term Sick will be paid back to the employee at 75% of hours accrued, not to exceed \$15,000.00. After thirty consecutive years of employment and upon termination, Long Term Sick will be paid back to the employee at 75% of hours accrued, not to exceed \$17,500.00.
- 15.4. On calendar days one through four of any illness, an employee will utilize his/her Personal Leave account. Long Term Sick usage begins:

On the fifth calendar day of an illness,
Immediately upon hospitalization if sooner, or
If the employee is eligible for and receives Worker's Compensation.

- 15.5. Paid time off for illness will be taken from the Long Term Sick Leave account if the employee qualifies for State Disability insurance or Workers' Compensation payments. If an employee does not qualify for either program; paid time off for illness will be taken from the employee's Personal Leave Account. When the employee qualifies for State Disability insurance or Workers' Compensation payments, the paid time off for illness will be integrated to provide for 100% of base pay up to the maximum amount available under each program.
- 15.6. A department manager may request that an employee provide a physician's statement verifying illness or to verify ability to return to work.
- 15.7. Employees returning directly from sick leave shall be allowed to return to the position which they formerly occupied. If such position is subject to reduction in force at the time an employee seeks to return directly from sick leave status, the returning employee may exercise his/her seniority with respect to such position. Employees who are unable to return to work when their sick leave reserve and personal leave hours are exhausted may request a leave of absence.
- 15.8. Employees on sick leave shall not have their anniversary date affected.

ARTICLE 16. Paid Sick Leave

- 16.1. Paid Sick Leave is a paid benefit to allow California based employees in non-benefitted job classifications (per diem, short hour, casual hour, and temporary, seasonal) to accrue paid time off to be used for the employee's illness or to care for a family member. Eligible mandatory leave programs will run concurrently such as Paid Sick Leave, Kin Care, FMLA/CFRA, among others. Paid Sick leave should not be confused with Personal Leave (PL) or Long Term Sick Leave (LTS).
- 16.2. This benefit only pertains to employees who are not eligible for PL/LTS accrual. Full time and Regular Part Time employees are benefitted employees and are covered under their PL benefit.
- 16.3. Paid Sick Leave is used for:
 - 16.3.1.1.1. Employee illness
 - 16.3.1.1.2. Care of family members-family members are defined as parents, parents-in-law, child, spouse, registered domestic partner, grandparent, grandchild and sibling.
- 16.4. Employee eligibility to use Paid Sick Leave begins on their 90th day of employment.
- 16.5. Employees accrue one (1) hour of paid sick leave for every 30 hours worked, with annual maximum accruals as follows:

Employees working 8 hour shifts accrue a maximum of 24 hours of sick leave.
Employees working 10 hour shifts accrue a maximum of 30 hours of sick leave
Employees working 12 hour shifts accrue a maximum of 36 hours of sick leave
Employees working 6 hour days are allowed more than 3 days sick until they have used the maximum accrual of 24 hours.
Benefits may roll over each year but will not exceed a maximum of 48 hours.
Accrual rate is .0334 per hour worked.

- 16.6. Minimum one (1) hour of Sick Leave may be used for partial sick days.
- 16.7. If the leave is foreseeable, employees are required to give reasonable advance notice, if unforeseeable, employee must give notice as soon as possible.

ARTICLE 17. Health Dental Vision and Life Insurance

- 17.1. All Full Time and Regular Part-Time employees are eligible to participate in the District's group health insurance program.
- 17.2. Coverage for the new employee and eligible dependents shall become available the first of the month following completion of the initial sixty (60) calendar day employment period.
- 17.3. Health Plan Design and Premiums: The plan design is described in Appendix C. This plan will remain in effect from January 1, 2016 subject to provisions in 16.4.
- 17.4. Premiums for participation in health, dental and vision plans are outlined in Appendix D. Subsequently, the District will look at the annual actuarial study projecting claims costs. If the plan costs are projected to exceed 10%, the plan design and premium costs may be changed through the meet and confer process. If the costs are projected to be 10% or less, then premiums will be set based on the projected annual increase. The percentage increase will be split equally between the District and the employees; the employee premium cannot increase more than 10% per year. (E.G. if the costs are projected to increase 8%, the employee premium will increase by 4%. The District is accepting the majority of the increase as 4% of the District's share of costs is considerably higher than the premium share.)
- 17.5. Premiums will be reduced for employees who elect to participate in an annual health screening. Reduced premiums are outlined in Appendix D
- 17.6. An employee who is on Leave of Absence for a personal emergency or bereavement not covered by Family Care Leave or Layoff status which exceeds thirty (30) calendar days must assume the entire premium cost during the second month and all succeeding months of the Leave of Absence or Layoff. All others on a Leave of Absence will be eligible for health insurance benefits under COBRA beginning on the first day of the leave.
- 17.7. An employee who does not elect COBRA benefits and allows insurance coverage to expire shall be considered a new employee with respect to health insurance waiting restrictions, as described above, upon return from his/her leave of absence or layoff.

- 17.8. The District agrees to maintain health insurance benefits for full-time and regular part – time employees for the life of this Memorandum of Understanding (excluding health plan as addressed above).
- 17.9. It is agreed that the District may change insurance carriers so long as the level of benefits is not decreased.
- 17.10. Employees not covered by the District’s insurance may seek assistance from financial counselors in the District’s finance office for services from the District.
- 17.11. The District will provide a dental program for all employees eligible to participate in the group health insurance program.
- 17.12. The District will provide a vision plan for all employees eligible to participate in the group health insurance program.
- 17.13. The District will provide a \$25,000 life insurance policy for all employees eligible to participate in the group health insurance program.

ARTICLE 18. Educational Reimbursement

18.1. Full Time, Regular Part Time and Per Diem and Short Hour employees who have completed six months of continuous service will be eligible to receive reimbursement for college accredited courses, seminars, conferences, workshops and other educational meetings that are related to current job competencies and/or support professional practice and excellence.

18.1.1. Paid Educational Leave Allowance Per Year

Full Time employee:	24 hours per fiscal year
Regular Part Time:	16 hours per fiscal year
Per Diem and Short Hour staff who work greater than 1000 hours in the prior fiscal calendar year:	8 hours per fiscal year

18.1.2. Expense Reimbursement

Full Time employee:	\$450.00 per fiscal year
Regular Part Time:	\$325.00 per fiscal year
Per Diem and Short Hour staff who work greater than 1000 hours in the prior fiscal calendar year:	\$250.00 per fiscal year

18.2. Surgical Nurse Practitioners/Physician Assistants receive:

18.2.1. Paid Educational Leave Allowance Per Year

Full Time employee:	24 hours per fiscal year
Regular Part Time:	16 hours per fiscal year
Per Diem and Short Hour staff who work greater than 1000 hours in the prior fiscal calendar year:	8 hours per fiscal year

18.2.2. Expense Reimbursement

Full Time employee:	\$1500.00 per fiscal year
Regular Part Time:	\$1125.00 per fiscal year
Per Diem and Short Hour staff who work greater than 1000 hours in the prior fiscal calendar year:	\$830.00 per fiscal year

- 18.3. Payment for college courses will be received upon successful completion of the course and will be based on the employee's status at the time of completion.
- 18.4. Prior approval by the employee's department head and Human Resources is required to be eligible for reimbursement. Reimbursement amount may be applied towards the cost of registration, books, related material and related expenses in accordance with IRS guidelines.
- 18.5. The employee that is required to maintain licensure shall assume responsibility for the cost of re-licensure.
- 18.6. Fiscal year is July 1 through June 30.
- 18.7. If pay is to be received, an employee attending an approved educational meeting should indicate "MOU Educational Leave" on his/her variance log.
- 18.8. Reimbursement for approval of educational paid days and expense reimbursement are to be submitted at least two weeks in advance on the approved form. Registration only will be paid in advance. Requests for advance payment are to be submitted at least one month in advance on the approved form to the employee's department manager.
- 18.9. Benefits will not be accrued on "MOU Educational Leave" pay. Overtime will not be paid.
- 18.10. Unused hours and expense reimbursement will be carried over at the end of the fiscal year. At no time will employees be allowed to accrue more than two times the annual allotted hours or expenses.
- 18.11. To receive the reimbursement check, proof of attendance must be submitted to the employee's department manager for approval. All expenses must be documented on an Expense Report Form and receipts provided.

ARTICLE 19. Premium Holiday Pay

- 19.1. Employees shall be paid time-and-one-half of their base hourly rate for all hours worked on the following days:
- New Year's Day
 - President's Day
 - Memorial Day
 - July 4th
 - Labor Day
 - Thanksgiving Day
 - Christmas Eve Day
 - Christmas Day
 - New Year's Eve Day
- 19.2. Premium pay is received for hours worked during the actual 24 hours of the holiday.

ARTICLE 20. Hours of Work

- 20.1. The District's standard work period shall be eighty (80) hours in any two-week period.
- 20.2. Employees assigned to work 8 hour shifts, will receive overtime pay at a rate of one and one-half (1 1/2) times the employee's pay for all time worked in excess of eight (8) hours in any one (1) day or eighty (80) hours in any two (2) week pay period.
- 20.3. Employees assigned to work 10 hour shifts will be paid overtime for hours worked in excess of ten (10) hours per work day or forty (40) hours in any workweek.
- 20.4. Employees assigned to work twelve (12) hour shifts will be paid overtime at a rate of one-and-one-half (1 1/2) times the employee's pay for hours worked in excess of twelve (12) in one day or forty (40) hours in a seven day work week.
- 20.5. Employees working in excess of sixteen (16) consecutive hours, with a break of two hours or less, will be paid overtime at twice their hourly wage for all hours in excess of sixteen (16) hours worked.
- 20.6. The District may enter into voluntary agreements with individual employees who desire to be paid on a 40-hour workweek basis with overtime calculated only after 40 hours of work in a workweek. Such voluntary agreements shall be documented in each employee's personnel file.
- 20.7. The District will make reasonable efforts, when patient care permits, to rotate weekends equally among employees who work in departments that require weekend coverage. For those employees who work 8-hour shifts, a minimum of 4 weekend shifts per month will be expected. For those employees working 10 hour shifts, a minimum of 3 weekend shift per month will be expected. For those working 12-hour shifts, a minimum of 3 weekend shifts per month will be expected. If an employee elects to work every weekend, he/she may submit a written request to his/her manager or supervisor. If

enough employees request to work weekends, other employees may have their weekend requirement reduced.

ARTICLE 21. Work Schedules

- 21.1. The District shall post work schedules at least fourteen (14) days in advance. At the time of the posting, it is the employee's responsibility to check the schedule.
- 21.2. Work schedules may be subject to change, with mutual agreement after posting, either to meet the needs of the employee or the District.
- 21.3. Shift trades will be permissible subject to manager's approval. Shift trades may not result in overtime.
- 21.4. Posted schedules will indicate the date posted and will be displayed in an area which is available to all employees at all times.
- 21.5. Employees unable to work a scheduled shift due to unforeseen circumstances are required to notify their department manager at least two hours prior to the beginning of the shift if practical.

ARTICLE 22. Leave of Absence

- 22.1. District employees may avail themselves of two types of leaves, regulatory leaves and an unpaid leave of absence.
- 22.2. Regulatory Leaves of Absence:
- 22.3. District employees may be eligible for a leave from work in a number of instances, including the following:
 - Family Medical Leave (FMLA)
 - California Family Leave (CFRA)
 - Pregnancy Disability Leave (PDL)
 - Military Leave (ML)
 - Occupational Disability (OD)
- 22.4. Administration of regulatory leaves is set forth in District policies based on state and federal statutes. Refer to district policies for eligibility, request processing, insurance premiums on leave, and other information.
- 22.5. Unpaid Leaves of Absence: When protection under other leaves is exhausted or an employee is ineligible for another type of leave, an employee may be eligible for an unpaid leave of absence. Unpaid leaves may be granted for a period of up to one (1) year at the discretion of the Department Director based on the business needs of the department.
- 22.6. Procedure for Unpaid Leave of Absence:

Eligibility: An employee must have completed one year of continuous employment to be eligible for an unpaid leave.

Requests: A request for a leave must be in writing to the department manager outlining the reason for the leave and length of time requested. A leave may be granted at the director's discretion base on the business needs of the department.

Health Insurance Premiums: The District will cover the cost of health insurance for the first thirty days of an unpaid leave for employee's who are not eligible for FMLA or CFRA leave. The employee is responsible to pay the premium cost for individual and dependent coverage during the first 30 days. Employees will be eligible to exercise their rights to continued insurance coverage for the second and all succeeding months of the leave under COBRA.

An employee who has exhausted all benefits including FMLA, CFRA, Long Term Sick Leave and Personal Leave will be eligible for COBRA benefits beginning on the first day of unpaid leave. The District will not cover COBRA costs for any portion of the unpaid leave.

Benefit Accrual: An employee granted an unpaid leave of absence shall not be eligible to accrue any benefits during the period of the leave, but shall have all benefits accrued prior to the leave reinstated upon his/her return to work.

Return from LOA: Employees who are not eligible for FMLA or CFRA returning from an unpaid leave of absence of thirty (30) calendar days or less will be reinstated to the same position in which they were employed before taking the leave. Such employees returning from a leave in excess of thirty (30) calendar days will be considered for the first available position for which they are qualified. Employees returning from a leave taken after FMLA or CFRA benefits have been exhausted will be considered for the first available positions for which they are qualified.

- 22.7. Date of Hire will be adjusted for by the length of an unpaid leave of absence greater than 30 days.

ARTICLE 23. Retirement

- 23.1. The District shall provide for retirement savings plans for employees.
- 23.2. The District maintains The Tahoe Forest District Employee's Money Purchase Plan for its employees.
- 23.3. All employees may participate in the 457-non-qualified Deferred Compensation program.
- 23.4. The District will match employee contributions for Full Time and Regular Part Time employees to the Section 457 Deferred Compensation Plan up to a maximum of 3% of the employee's gross income with increases described in the Longevity Retention Bonus article.

ARTICLE 24. Longevity Retention Bonus

24.1. Employees hired prior to July 1, 2013 who have completed 10 years or more of employment:

24.1.1. Full and Regular Part Time employees will receive lump sum bonus payments in five-year increments according to the following schedule.

24.1.2. Longevity retention match and bonus benefit schedule.

Longevity Level	Lump Sum Bonus	Deferred Compensation
Level 1; at 10 years	None	Deferred Compensation match to 6 %
Level 2; at 15 years	2% lump sum bonus paid based on earnings of prior five calendar years (PRIOR BONUS PAYMENTS EXCLUDED)	Deferred Compensation match to 7%
Level 3; at 20 years	5% lump sum bonus paid based on earnings of prior five calendar years (PRIOR BONUS PAYMENTS EXCLUDED)	Deferred Compensation match continues at 7%
Level 4; at 25 years	7% lump sum bonus paid based on earnings of prior five calendar years (PRIOR BONUS PAYMENTS EXCLUDED)	Deferred Compensation match continues at 7%

Level 4 is repeated in five-year increments

24.2. Employees hired or reaching 10 years of service after July 1, 2013

24.2.1. Full and Part time employees will receive lump sum bonus payments in five-year increments according to the following schedule.

Level 1: At 10 years: Deferred Compensation match to 6%

Level 2: At 15 years: 2% lump sum bonus paid based on earnings of prior five calendar years
(PRIOR BONUS PAYMENTS EXCLUDED)

Deferred Compensation match to 7%

Level 2 is repeated in five-year increments

- 24.3. Each level is achieved during the anniversary year of 15, 20, and every 5 years thereafter. The payout will be made on May 30 for those with a date of hire between January and June and on November 30 for those with a date of hire between July and December. Payout will be calculated on prior five calendar years wages as defined for lump sum payments.
- 24.4. For employees currently on the longevity program whose previous bonus payout does not coincide with the anniversary date for date of hire, a longevity retention bonus date will be identified based on last payout date and the future payouts will be in five year increments as set forth above.

ARTICLE 25. Bereavement Pay

- 25.1. Full Time and Regular Part Time employees shall be granted bereavement leave of up to three (3) workdays, with pay, in the event of the death of a member of their immediate family. If the employee is required to travel over five hundred (500) miles (one-way) to the memorial services, he/she may be granted two (2) additional days with pay. Payment for such days shall be deducted from accrued Long Term Sick Leave hours.
- 25.2. Immediate family is defined as: spouse, parent, grandparent, child, stepchild, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, or member of the household or a person standing in loco parentis.

ARTICLE 26. Job Vacancies

- 26.1. Job postings: When new positions are created, temporary positions are classified as regular positions, or vacancies occur due to employees leaving a position, the District shall post the vacant position on the online posting site. Such notice shall set forth the number of vacancies, the job classification, a brief job summary, licensure and/or certification requirements, rate of pay, and the date posted. Employees apply for positions using the online application. HR will route all internal candidates and all qualified external applicants to hiring managers.
- 26.2. Positions may be filled on a temporary basis during the posting period. Position openings will be posted outside of the department if no employee in the department is currently working in the job classification.
- 26.3. Internal posting (within the department). If the open position is for a job title that employees are currently working in the department, the position will first be posted in the department and online as a department only posting for a period of five days. Department employees will be considered in the following manner for the position:

Full time and regular part time based on the most recent effective date for a transfer to a benefited position within the department. If not filled at this level:

Short Hour, Casual and Per Diem employees will be considered based on qualifications, experience and date of hire to the District.

- 26.4. External postings: Candidates will be considered based on qualifications and experience. If candidates are equal in qualifications and experience, preference will be given based on first date of hire to the District.
- 26.5. If applicants meet job description qualifications, hiring manager has the right to review prior two years performance evaluations to identify any ratings under 3.0 and any disciplinary actions within the last 18 months. Hiring manager may take into consideration after discussion with applicant. If two applicants are equally qualified. Preference will be given based on first date of hire within the District.

ARTICLE 27. Layoff and Recall

27.1. Layoffs and recall shall be within department by classification and employee status.

27.2. The sequence of employees' status to be laid off shall be as follows:

- Any employee who volunteers;
- Temporary and Seasonal employees
- Per diem employees
- Short Hour and casual part-time employees
- Regular part-time and full time employees on an equal basis

Within each status, layoffs will be applied in the following manner:

- Date of hire into department,
- Date of hire into current job classification,
- Last date of hire with the District.

- 27.3. Date of hire is adjusted for unpaid leaves in excess of 30 days.
- 27.4. Employees remaining on the job shall be able to perform the work without the need of retraining and must be able to work the remaining shifts.
- 27.5. Recall from layoff shall be in the inverse order of layoff. Any employee who has volunteered for layoff shall be entitled to recall based upon status.
- 27.6. In the event that an employee is on layoff status for over twelve (12) months, he/she shall be terminated.
- 27.7. A full time or regular part time employee on layoff status may elect to leave accrued Long Term Sick hours in their benefit bank for the period of time they remain on the recall list. Employees may request payment of eligible LTS hours at any time while on layoff/recall status.

- 27.8. All employees on layoff shall notify the Human Resources Department of their status on a weekly basis. In the event that an employee is unable to return to work within seven calendar days from receipt of notice of recall, he/she may be terminated, but in no event (barring emergencies) shall an employee be given more than fifteen (15) calendar days to return to work from the date the notice to return was mailed by the District. Said notice shall be mailed by way of certified mail.
- 27.9. The District will notify the Association at least 30 days prior or as soon as a plan for any layoffs or department reorganizations has been approved that will result in a change to an employee's work status.
- 27.10. The parties will meet to discuss the reason for the layoffs, the planned schedule and any alternatives such as Voluntary Exit Incentive offerings.
- 27.11. When layoffs are anticipated, no posted positions and/or anticipated openings in the affected job classifications will be hired into until those employees have an opportunity to transfer to such position for which they are qualified (requiring only the customary training and orientation provided to newly hired employees).
- 27.12. HR will review open jobs and expected openings and notify managers/directors not to fill those positions until the EAP and HR can meet and confer possible relocation to said positions. Posted positions will be removed from the job posting board until all staff movements have been resolved.
- 27.13. Any employee who transfers to a new position or is recalled to a vacant position will be given 90 days to demonstrate his/her ability to perform the work. Evaluation of performance during the 90 days will be based on skills, ability and behaviors. If the employee transfers to an open position and does not satisfactorily perform the duties, the employee will be placed on layoff and will be eligible for any compensation he/she would otherwise have received.
- 27.14. If in those 90 days the employee does not perform satisfactorily he/she will be returned to the recall list.
- 27.15. Bumping Rights: In the event of layoffs, an employee who has been promoted or transferred into a different classification and/or department shall retain the right to return to the classification and/or department from which he/she was promoted or transferred. Employees will retain months of service credit in the prior job classification. If an employee exercises bumping rights, said employee must be qualified and able to perform the job the employee formerly held with a reasonable reorientation and must be able to work existing shifts. The employee must be able to perform the basic competencies within the job description without retraining.

ARTICLE 28. Shift Differential

- 28.1. Employees will receive shift differential for working certain hours.
- 28.2. Employees whose scheduled shift end on or after 7pm will be paid a shift differential of \$2.50 per hour for those hours worked after 3:00pm.

- 28.3. Employees whose schedule shift ends on or after 3:00 am will be paid a shift differential of \$3.75 per hour for those hours worked after 12:00 midnight.
- 28.4. Employees, whose schedule shift commences after 12:00 midnight, and at or before 5:30 am, shall receive a shift differential of \$3.75 per hour, in addition to their base hourly rate until 8 am.
- 28.5. Employees working the weekend shift will receive \$1.50 per hour during the 48 hour period between 7:00 pm Friday and 6:59 pm Sunday.
- 28.6. The shift differential shall only apply to hours worked.

ARTICLE 29. Grievance Procedure

- 29.1. Grievance, Adjustment and Binding Arbitration/Hearing
- 29.2. Definition/Protocol: A grievance shall be defined as a dispute concerning the interpretation or application of any express provision of this Agreement. An employee may be represented by the Association at any Step in the procedure. A grievance can also apply to any issue or dispute concerning the interpretations or application of policies and procedures within the scope of bargaining. The District shall notify the Association of any disciplinary suspension or discharge imposed on any bargaining unit employee. Suspension based on lapse of required license, certification or legally required health screen will not be deemed a "disciplinary" suspension for purpose of Association notification. A grievance may be filed by the Association or by an employee.
- 29.3. Grievance Procedure: The grievance procedure is a process that allows employees and/or Association representatives and a department head or supervisor to address disputes in a formal manner if they are unable to resolve the issue in an informal manner. The steps of the grievance procedure are as follows:
 - Step One – Informal Discussion: Employees/Association representatives are asked to discuss their grievance with the department head or supervisor in an attempt to resolve the dispute in an informal manner.
 - Step Two – Written Grievance/Formal Discussion: If the employee or Association representative feels that the dispute was not settled in Step One, they may submit the grievance in writing to the department head or supervisor. The department head or supervisor has three days to discuss the matter with the grievant.
 - Step Three – Mediated Discussion: If a resolution is not reached at Step 2, the grievance may be presented to the Human Resources Director within ten days of the formal discussion at Step 2. The Human Resources Director or designee may direct the department head or supervisor to meet with the employee and the Human Resources director or designee to discuss the matter. The Human Resources director or designee will arrange the meeting no later than 10 days from the date of presentation to the Human Resources Director. The Human Resources Director or designee shall forward a written response to the grievance to the Association President within five days after the Step Three meeting.

Step Four – Board of Adjustment: If the grievance is not settled in Step 3, the grievance may be submitted to an Adjustment Board by delivering written notice to the Human Resources Director within ten days of delivery of the Step Three written response. The Adjustment Board consists of two District representatives and a representative from each of the currently certified employee associations for a total of four members. The District shall be solely responsible for choosing its representatives and the Association shall be solely responsible for choosing its representatives. The Adjustment Board members are responsible to hear both sides in the dispute and render a decision if the provisions of the Memorandum of Understanding have been met. The representatives do not represent one side of the dispute or another. They are intended to be impartial and hear both sides in the dispute.

Step Five – Arbitration: If the grievance is not resolved in Step 4, either the District or the Association may submit a request to initiate binding arbitration. Individual employees may not submit a request for arbitration or otherwise move a grievance past Step Four. An Association request to submit the matter to arbitration must be filed with the Human Resources Director within 10 days of completion of Step 4. A District request to submit the matter to arbitration must be submitted to the Association President within 10 days of completion of Step 4. Only the Association or the District (not individual employees) may move a matter to arbitration.

- 29.4. If the grievance involves a District procedure or general interpretation of the contract and is submitted by the Association, the grievance automatically advances to Step 3. If the grievance involves a suspension or termination, the grievance automatically advances to Step 4. Grievances alleging unlawful harassment, discrimination or retaliation by an individual supervisor or Department Head may be submitted directly to the Director of Human Resources and advanced to Step 3.
- 29.5. In order to be timely, a grievance must be submitted at the Step 2 level in writing to the other party within thirty days of the event giving rise to the grievance, or within thirty days of the time when the grievant knew or, with reasonable inquiry, should have known of the event. Grievances related to suspension or termination must be filed within ten days from the date of notification to the employee or the Association of the action.
- 29.6. Arbitration Procedure (Step 5):
- 29.6.1. The Human Resources Director or designee and an Association representative will promptly meet to attempt to mutually select an Arbitrator. If they cannot agree, either the District or the Association may ask the California Conciliation Service or another entity agreed between the parties to submit seven names of arbitrators. The Association and the Human Resources Director or designee shall meet within five working days after receiving the list of arbitrators to alternately strike names until only one person remains. The first strike shall be determined by coin toss.
- 29.6.2. The arbitrator should convene an arbitration hearing as soon as practicable. Each party to the dispute shall have the opportunity to present evidence, to cross-examine witnesses, and to submit written briefing following the hearing.

The arbitrator shall render a written decision and findings of fact as soon as conveniently possible.

- 29.6.3. The expenses of the arbitration, including the arbitrator's fees, the cost of a reporter and arbitrator's transcript copy, and other expenses incidental to the arbitration shall be shared equally by the Association and the District; except, however, each party shall bear the total cost of preparation and presentation of its own case and witnesses including, but not limited to, any transcripts requested by a party.
- 29.6.4. The arbitrator shall be empowered to determine all factual controversies and all questions of interpretation and application of any clause of this Agreement that may be relevant to the arbitration. The arbitrator shall not have authority to add to, subtract from or change any provision of this agreement or District policy in any way. Jurisdiction shall extend to claims of violation of specific written provisions of the Agreement or interpretation or application of hospital policies within the scope of the grievance and involve only the interpretation and application of such provisions.
- 29.6.5. The arbitrator may not award back wages to the grievant beyond 15 days prior to the date of filing of the grievance, unless the grievant did not know, or could not have reasonably known of the event, that caused the grievance.
- 29.6.6. The arbitrator may award reinstatement only or reinstatement with full or partial back pay in all disciplinary disputes (demotion, suspension or discharge matters).
- 29.6.7. The arbitrator's decision shall be final and binding upon both parties, except upon formal hearing review by the Board of Directors.
- 29.6.8. The arbitrator's findings or conclusions regarding either party's compliance with federal, state or local law shall be limited solely to the arbitration and shall not stop any party from litigating or establishing its compliance with such laws in any other forum.
- 29.6.9. The Board of Directors may review the decision of the arbitrator and hold a further formal hearing review upon motion to do so. A motion to hold a further formal hearing shall be made and decided within 14 days of the District's receipt of the arbitrator's decision; if there is no successful motion to hold a further formal hearing, the arbitrator's decision shall become final and binding upon all parties.
- 29.6.10. If the Board of Directors decides to hold a further formal hearing, it shall do so with at least 14 days' notice to each party. The hearing review shall consist of a review of the written transcript and exhibits from the arbitration hearing and formal argument presented by the District's representative and the Association's representative. The Board of Directors may also consider evidence or testimony that was excluded by the arbitrator; each party shall be allowed to make, and to respond to, requests for introduction of such evidence or testimony.
- 29.6.11. The Board of Directors' decision shall be final and binding upon both parties.

- 29.6.12. The Board of Directors' findings or conclusions regarding either party's compliance with federal, state or local law shall be limited solely to the formal hearing and shall not estop any party from litigating or establishing its compliance with such laws in any other forum.
- 29.7. Written Grievances: In order to be valid, a written grievance must state facts upon which the grievance is based, the provision(s) of this Agreement which have been violated or are in dispute, and the requested remedy.
- 29.8. District Grievances: District grievances shall be submitted at the Step 3 level in writing directly to the Association President. An Association Representative and the Human Resources Director or designee shall meet in an effort to resolve the grievance within ten days of the date of the written grievance. The Association shall forward a written response to the grievance to the Human Resources Director within five days of the first Step Three meeting. If the matter is not resolved, the matter may be submitted to Step 5 binding arbitration by written notice to the Association President within five days of delivery of the Step Three written response.
- 29.9. Grievances Concerning Strikes or Lockouts: If the District's or the Association's grievance involves alleged violation of the parties' No Strike/No Lockout agreement, the party claiming to be aggrieved may choose among the Grievance and Arbitration Procedure, Public Employment Relations Board (PERB) proceedings or judicial proceedings, as it deems appropriate and proper and consistent with any body's jurisdiction, and may proceed immediately to Step 5 if that option is chosen.
- 29.10. Time Limits: The term "days" as utilized in this article shall be defined as "calendar" days. Time limits may be waived only with the mutual written agreement of the parties. Unless waived or modified by express written agreement, the time limits contained herein shall be strictly construed. No grievance shall be arbitrable unless all time limits have been met. If a party fails to respond, or to respond in a timely fashion, the other party may move the grievance to the next Step. If a party has responded and the other party fails to give timely written notice of intention to move the grievance to the next Step, the grievance will be deemed to have been resolved on the basis of the party's last response. The failure to insist upon strict compliance with these time limits and requirements in one or more grievance(s) shall not affect the right to do so in any other grievance.
- 29.11. Forms and Documents: Necessary forms or documents to be utilized under this procedure shall be adopted by the parties.

ARTICLE 30. Discipline and Discharge

- 30.1. Employees may be discharged for infractions not consistent with District policy and procedures and/or professional conduct according to the process described in this article.
- 30.2. During their initial probationary period, employees may be discharged at the District's discretion without recourse to the grievance procedure or just cause standard.

- 30.3. The parties agree that any discipline or discharge following the initial probationary period shall be subject to the standards and review procedures expressly provided under this Agreement.
- 30.4. Managers may provide informal coaching that is not documented in an employee's personnel file but notes regarding the coaching may be kept in the manager's files. Informal coaching is a values-supportive discussion regarding behavioral choices and shall not be considered discipline.
- 30.5. If a manager feels that behavioral expectations are clear they may proceed to an oral reminder. This is a meeting between the manager and employee which may be held anywhere private. Written documentation is created to identify the behaviors discussed. The written document is kept in a manager's files, the employee may request a copy of the documentation. This documentation is not part of the employee's permanent personnel file kept in Human Resources.
- 30.5.1. The oral reminder may be used to substantiate a disciplinary action for up to one year if the behavior leading to the oral reminder does not appear to part of a pattern. If there is a repetitive pattern of behavior, the oral reminder may be kept for two years.
- 30.6. Depending on the nature of the infraction, the District may discipline the employee in any of the following ways:
- 30.6.1. Written reminder: This is a documented discussion signed by the employee and manager. The documentation is part of the employee's permanent personnel file and may be used to substantiate a disciplinary action for up to one year.
- 30.6.2. Suspension with pay: This is a period of time, not to exceed three scheduled shifts or 24 hours, whichever is less, when the employee is removed from the work schedule without pay. Documentation is kept in the employee's permanent personnel file and may be used in further disciplinary actions for up to two years.
- 30.6.3. Decision Making Leave: This is a paid day away from work to allow an employee to decide if they want to make the changes necessary to continue employment. The employee is asked to document their commitment to changes they will make. An employee may also decide that they are not interested in continued employment and work with their manager to resign from their position. Documentation is kept in the employee's permanent personnel file and may be used in further disciplinary actions for up to two years.
- 30.6.4. Termination: misconduct may be cause for immediate discharge when behaviors are found to be repetitive at risk behavior or reckless behavior.
- 30.7. All proposed disciplinary will be reviewed through the Collaborative Culture of Safety (Just Culture) algorithm before action is taken.
- 30.8. The disciplinary process may be initiated following informal coaching and oral reminders or in the event of demonstrated repetitive at risk or reckless behavior. The following describes the steps used by a manager to determine the level of action to be taken. These are documented meetings, usually held in HR.

- 30.9. The employee may be represented by an Association Representative at any or all of these meetings.
- 30.10. Fact finding interview: This is a meeting between an employee and manager to obtain information so that the manager may understand the issues and decide if disciplinary action is warranted. A Human Resources representative may also be present.
- 30.11. If a manager feels disciplinary action in the form of a written reminder, paid decision making leave, suspension without pay, or termination is appropriate based on the information received in the fact finding interview, the manager will proceed as per the Skelly procedural requirements. These procedures are required for all public employees as outlined below.
 - 30.11.1. The District shall provide written notice of the alleged misconduct, copies of any written materials that will be placed in the employee's personnel file reflecting the planned discipline (for example, a copy of the planned written reminder), an explanation of the proposed discipline and an explanation of any documents or other evidence leading to the planned discipline, to the employee at least seventy-two (72) hours prior to the pre-disciplinary meeting.
 - 30.11.1.1. The employee may be placed on a paid leave from the time the District notifies the employee of the planned pre-disciplinary meeting until the meeting is held, but paid leave shall not run for more than one calendar week.
 - 30.11.1.2. The employee is afforded the right, either orally or in writing, or both, to respond to the proposed change(s) and the proposed disciplinary decision.
- 30.12. An employee has three options when this notification is received.
 - 30.12.1. The employee may agree to meet at the stated date and time.
 - 30.12.2. The employee may ask to meet earlier than the stated date and time.
 - 30.12.3. The employee may accept the disciplinary action without a meeting. If an employee chooses to accept the disciplinary action, they are asked to sign the documentation and the signed document is made part of their permanent personnel file.
- 30.13. If an employee chooses to meet, the meeting is considered a Meeting with Intent to Impose Discipline (Pre-discipline).
 - 30.13.1. The pre-discipline meeting will include a management representative (usually the employee's manager) and a second management representative who was not involved in the fact finding interview. The second management representative will have been trained in the Collaborative Culture of Safety principles and will provide an impartial view. A Human Resources representative will also be present.
 - 30.13.2. During this meeting an employee may present a response to the proposed discipline either orally or in writing. The employee may tell his or her side of the story regarding conduct or events leading to the planned discipline. The employee may provide any information that may lead to the District reversing its planned discipline. The employee may specifically address any issues that he or she believes may affect his or her

reputation, standing, or community associations, or otherwise stigmatize the employee's public image or future employment prospects.

- 30.14. After the Pre-discipline meeting the manager has five business days to decide to remove the disciplinary action, reduce the proposed action or uphold the proposed discipline.
- 30.15. An employee who feel the disciplinary action has been unjustly imposed has the right to the Grievance Procedure.
- 30.16. Copies of written reminders and documentation of disciplinary action will be placed in the employee's personnel file after being reviewed by the employee. Refusal to sign and/or rebuttal by the employee will also be placed in the file.
- 30.17. The District will notify the Association of any unpaid suspension or termination imposed under this Article.

ARTICLE 31. Job Descriptions

- 31.1. Job descriptions for classifications within the bargaining unit maintained by the District shall be made available to the E.A.P. upon request.

ARTICLE 32. Jury Duty

- 32.1. The District encourages its employees called for Jury Duty to serve. Only in cases of extreme scheduling problems will the District request that an employee be excused from Jury Duty.
- 32.2. If summoned, either as a witness in a work-related case or for Jury Duty, the employee shall present either the summons or subpoena to his/her Supervisor or Department Head the first work day following the receipt.
- 32.3. If an employee is summoned to Jury service, or is subpoenaed as a witness for a work related case, he/she will be paid for the hours scheduled to work that day or previously scheduled on personal leave. In the event the employee is released from the summons or subpoena with four or more hours remaining on his/her regularly scheduled shift, or prior to noon if the employee works an evening or night shift, he/she shall telephone his/her department head to inquire as to whether the department head wishes him/her to report to work.
- 32.4. When an employee receives a Jury Duty check for witness fees, he/she must endorse it over to the District and present it to the Payroll Department.
- 32.5. Employees will be compensated for Jury service only on days that they have been scheduled to work or scheduled for personal leave.
- 32.6. Employees on work related cases will be paid for time served and will only be reimbursed at their appropriate rate of pay.
- 32.7. At no time will Jury Duty pay result in overtime payment.

ARTICLE 33. Time Off Requests

- 33.1. Employees shall submit vacation requests in writing not later than February 1st of each year.
- 33.2. The form for such purposes will be provided by the District and will cover the period of April 1st to March 31st.
- 33.3. Employees are required to request time off in order of priority beginning with their first choice. Based on the number of requests for a specific time period, approval may be limited to two weeks.
- 33.4. Time off shall be approved or disapproved based upon date of hire or transfer into the department and the staffing needs of the District.
- 33.5. Department managers will review all requests and approve or disapprove an employee's first choice for time off as available. If an employee's first choice is unavailable, then the manager will select the next available choice from the employee's list. Department managers will continue to review and grant time off until all requests have been approved or disapproved.
- 33.6. The Department Manager shall respond not later than March 1st, approving or disapproving the request. On March 1 a list indicating approved time off requests shall be posted in the department.
- 33.7. Management does not have the right to cancel an approved time off, providing the employee has sufficient Personal Leave available.
- 33.8. Time off requests received after February 1 will be considered on a first received basis. Time off will be approved or disapproved following published department staffing guidelines. All requests will be approved or disapproved at least 6 weeks prior to the date of requested time off. Manager's failure to meet the deadline does not result in automatic approval of the time off request.

ARTICLE 34. Probationary Period

- 34.1. All employees serve an initial probationary period upon hire with the District. During the initial probationary period an employee may be discharged for any reason.
- 34.2. Full time, regular part time employees shall serve a probationary period of 90 calendar days.
- 34.3. Short hour, casual and per diem employees shall serve a probationary period of 6 months.
- 34.4. Probationary period related to promotion or transfer:

Employees who are promoted or transferred to a new position shall be given orientation as necessary and such employees shall serve a probationary period of ninety (90) calendar days. If the employee fails to perform satisfactorily during the probationary

period, the employee shall be returned to his/her former position at the former rate of pay without loss of seniority.

34.5. Probationary period related to bumping rights:

If an employee exercises bumping rights as outlined in Article 27, said employee must be qualified and able to perform the job the employee formally held with a reasonable reorientation and must be able to work existing shifts. The employee must be able to perform the basic competencies within the job description without retraining. The employee will be subject to a ninety (90) day probationary period. If during this probationary period the employee fails to perform satisfactorily they will be returned to the recall list.

ARTICLE 35. E.A.P. Representatives

- 35.1. The District agrees to recognize E.A.P. Representatives, as duly elected by the members of the Employees Association of Professional's. The number of E.A.P. Representatives shall not exceed six.
- 35.2. E.A.P. Representatives may receive complaints and see that the terms and conditions of the Memorandum of Understanding are observed. The E.A.P. shall notify the District in writing of the names and assignments of all duly elected Representatives. Any change in Representatives shall be forwarded to the CHRO.
- 35.3. Representatives shall not engage in E.A.P. business on work time and shall not engage employees in any conversation regarding E.A.P. matters on that employee's work time except as set forth in this article. Work time does not include break periods, meal times or any other specified periods during the workday when employees are properly not engaged in performing their work tasks. Representatives may, on occasion, have a brief conversation with an employee about work-related problems. Such use of work time shall not be abused.
- 35.4. The E.A.P. will be allotted time during the General Orientation to give information on the Association to new employees, subject to the District's review of the material and scheduling preference.
- 35.5. The District will compensate Association Representatives for time spent in negotiations sessions, meet and confer sessions, representing employees in meetings with managers, attendance at Personnel/Retirement meetings, scheduled meeting with District Administration, and for participation in training programs when the District has requested Association attendance.
- 35.6. The EAP Board and district Administration shall meet at least quarterly.
- 35.7. The District will not unreasonably deny access to the District property to the EAP's attorney or consultants.

ARTICLE 36. No Discrimination

- 36.1. The Association and the District agree that neither the Association nor the District shall discriminate in any way on the basis of Association activity and both shall follow all federal and state regulations regarding discrimination in employment.

ARTICLE 37. Unemployment Insurance

- 37.1. The District shall provide unemployment insurance coverage for its employees,

ARTICLE 38. Full Understanding, Modifications, and Waiver

- 38.1. It is intended that this Memorandum of Understanding set forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior to existing understanding or agreements by the parties regarding the matters set forth herein, whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety.
- 38.2. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Memorandum of Understanding; however, this shall not preclude the employees from filing grievances on the subject matter of this Agreement or interpretation thereof.
- 38.3. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the District's Board of Directors and the E.A.P.
- 38.4. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 39. Savings Clause

- 39.1. Both parties intend to honor the provisions of the Memorandum of Understanding as they have been defined and developed under the Meyers-Millias-Brown Act. If any provision of this Memorandum of Understanding is found to be unlawful as the result of a final decision by a state or federal court or agency having authority to render such decision, the remaining provision of this Memorandum of Understanding shall remain in full force and effect.

ARTICLE 40. No Strike-No Lockout

- 40.1. No Strike or Interference: The parties realize that District facilities are different in their operations from other industries because of the nature of services rendered to the community. For this reason, during the term of this Agreement, employees covered by this Agreement shall not engage in any strike, sympathy strike, slowdown, sit-down, work stoppage or boycott at any of the District’s premises, or other interruption of work or interference with the District’s operations. Neither the employees, the Association, nor any of its officers, agents or representatives shall authorize, assist, lend support to, or in any way participate in any such activities at any District facility.
- 40.2. No Lockout: The District shall not lockout employees represented by the Association and subject to this Agreement during the term of this Agreement.

ARTICLE 41. Safety

- 41.1. The District shall provide safe working conditions consistent with all State and Federal standards which are applicable to the District. If an employee receives a work assignment which he/she believes is not in accordance with this requirement or believes that the general working conditions are not in compliance with this requirement, he/she may report such problems to the Administrator. The District shall promptly investigate any such complaint and where the District determines that the complaint has merit, it shall remedy the problem.

ARTICLE 42. Term

- 42.1. This Memorandum of Understanding shall be effective as of July 1, 2016 and shall continue in effect through June 30, 2019. No changes in this MOU provision can be made without the consent of both parties in writing.
- 42.2. The District and EAP will meet and confer prior to July 1, 2017 to bargain in good faith an increase to night shift Personal Leave accrual.

Employee’s Association of Professionals

Tahoe Forest Hospital District

By:_____

By:_____

Stacey Tedsen on behalf of the Employee’s Association of professionals

Jayne O’Flanagan, CHRO, on behalf of Tahoe Forest Hospital District

Appendix A

E.A.P. Job Titles 7/1/2016

Bereavement Spiritual Care Coordinator
Cardiac Sonographer
Care Coordinator
Care Coordinator PRIME
Case Manager, Acute
Case Manager, Lead
Clinical Documentation Specialist
Clinical Program Analyst
Clinical Program Analyst, Cancer Ctr.
Clinical Psychologist
CI Research Data Specialist
CLS
CLS, GS
CLS Technical Specialist
Clinical Nurse Leader, Clinics
CLS, Lead Micro
Coordinator, CT
Coordinator, CT & Diagnostic Imaging
Coordinator, MRI
Coordinator, Physician Informatics
Coordinator Resident Assessment/Staff Dev

Final September 26, 2016
Printed 10/17/16

Coordinator, Surgical Board
Diagnostic Imaging Tech II
Diagnostic Imaging Tech III
Dietitian, Acute
Exercise Physiologist
Float Nurse, PAAS/Nursing Admin
Infection Control Practitioner
Infusion Room Charge Nurse
Internal Clinical Auditor
Lead Staff Nurse, Cardiac Rehab
LVN, LTC
MRI Technologist
Nuclear Medicine Technologist
Nurse Navigator
Nurse Practitioner
Nurse Practitioner, Cancer Center
Nursing Informatics Clinical Analyst
Occupational Therapist
Orthopedic Physician Assistant
Patient Advocate
Pharmacist
Pharmacist, Clinical Program Analyst
Pharmacist, Retail
Physical Therapist
Physician Assistant

PA/NP Case Mgr.
PACS/Clinical Systems Analyst
Radiation Therapist
Respiratory Care Practitioner
Respiratory Care Practitioner Support
School Care Coordinator
Social Worker, Acute
Social Worker, ECC
Social Worker, Home Health
Social Worker, Hospice
Social Worker Wellness Neighborhood
Speech Therapist
Staff Nurse, Cancer Center
Staff Nurse, Cardiac Rehab
Staff Nurse, CPSP
Staff Nurse, Endo Services
Staff Nurse, ER
Staff Nurse, ER IVCH
Staff Nurse, Home Health
Staff Nurse, Hospice
Staff Nurse, ICU
Staff Nurse, Lakeview
Staff Nurse, LTC
Staff Nurse, Med/Surg

Staff Nurse, PAAS
Staff Nurse, Pre-Admit
Staff Nurse, Radiation Oncology
Staff Nurse, Surgical Services
Staff Nurse, W & F
Staff Nurse/Educator
Staff Nurse/Staff Development
Ultrasound Technologist
Ultrasound Technologist II

Appendix B

2012-13 Per Diem Ranges

E.A.P. Job Classifications 2013 Per Diem Rates	PD I Hire	PD II 5+ YOS	PD III 10+ YOS	PD IV 25+ YOS
Cardiac Sonographer	\$46.16	\$48.30	\$50.44	\$54.51
Case Manager, Acute	\$62.08	\$64.96	\$67.84	\$73.31
CLS	\$49.70	\$52.01	\$54.32	\$58.70
Diagnostic Imaging Tech III	\$49.70	\$52.01	\$54.32	\$58.70
Dietician, Acute	\$42.86	\$44.86	\$46.85	\$50.62
Occupational Therapist	\$49.70	\$52.01	\$54.32	\$58.70
Pharmacist, Retail	\$75.63	\$79.15	\$82.66	\$89.33
Social Worker, Home Health	\$42.86	\$44.86	\$46.85	\$50.62
Staff Nurse	\$57.65	\$60.32	\$63.00	\$68.08
Ultrasound Technologist	\$52.22	\$54.65	\$57.07	\$61.68

Appendix C

Health Plan Design

Following is a brief summary of health coverage. Full details are available in the Summary Plan Description.

MEDICAL	TFHD*	In Network	Out of Network
Calendar Year Deductible			
Individual	\$500	\$500	\$1,000
Individual + 1 Dependent	\$1,000	\$1,000	\$2,000
Family	\$1,500	\$1,500	\$3,000
Out Of Pocket Maximum <i>(Coinsurance + Deductible)</i>			
Individual	\$3,000	\$3,000	\$6,000
Individual + 1 Dependent	\$6,000	\$6,000	\$12,000
Family	\$6,000	\$6,000	\$12,000
Lifetime Maximum	No Lifetime Maximum		
In-Patient Hospital Services	100%	80%	50%
In-Patient Hospital Services Additional Copay/ Admit	none	\$750	\$1,000
Out-Patient Surgery	100%	80%	50%
Out-Patient Surgery Additional Copay/ Surgery	none	\$750	\$1,000
Lab & X-Ray	100%	80%	50%
Emergency Room			
Facility	\$150	80%	50%
ER Physicians	80%	80%	50%
Physician's Office Visit	N/A	\$30 Copay	50%
Urgent Care		\$30 Copay	50%
Pain Clinic	\$30 Copay	\$30 Copay	50%
Surgery (In Physician office)	N/A	\$30 Copay	50%
Mental Health/Alcohol and Substance Abuse			
In Patient	N/A	\$500 Copay	\$1,000 Copay
Out Patient	N/A	80% \$40 copay	50% \$40 copay
Prescription Drug Benefit - 34 day supply			
Generic	\$10	\$20	\$40
Brand	\$25	\$45	\$60
Non-Formulary	\$50 or 50%	\$60	\$100
TFHD Only 90 Day Supply	90 day supply for 2-copays at TFHD only		

*TFHD refers to services provided and billed by Tahoe Forest Hospital District (TFHD). This does not include physician or other charges not billed by TFHD.

DENTAL	Coverage
Deductible	\$35 Individual \$70 Family
Maximum Benefit	\$1,500 Per Calendar Year per covered Individual
Class A Services - Preventive	100% (deductible does not apply)
Class B Services - Basic	80% (after deductible)
Class C Services - Major	80% (after deductible)
VISION	VSP Coverage
Copayment:	\$20
Benefits:	
Exam	Once every 12 months
Lenses	Once every 24 months
Frames	Once every 24 months

Appendix D

Health Insurance Premiums

Monthly Premiums	Base	Screened
Full time single	\$98.77	\$48.77
Full time plus spouse	\$247.81	\$197.81
Full time plus child(ren)	\$222.11	\$172.11
Full time plus family	\$331.32	\$281.32
Part time single	\$147.54	\$97.54
Part time plus spouse	\$346.27	\$296.27
Part time plus child(ren)	\$312.00	\$262.00
Part time plus family	\$457.60	\$407.60



TAHOE
FOREST
HEALTH
SYSTEM

FINANCE COMMITTEE AGENDA

Monday, October 24, 2016 at 1:00 p.m.
Eskridge Conference Room, Tahoe Forest Hospital
10121 Pine Avenue, Truckee, CA

1. **CALL TO ORDER**
2. **ROLL CALL**
Dale Chamblin, Chair; John Mohun, Board Member
3. **CLEAR THE AGENDA/ITEMS NOT ON THE POSTED AGENDA**
4. **INPUT – AUDIENCE**
This is an opportunity for members of the public to address the Committee on items which are not on the agenda. Please state your name for the record. Comments are limited to three minutes. Written comments should be submitted to the Board Clerk 24 hours prior to the meeting to allow for distribution. Under Government Code Section 54954.2 – Brown Act, the Committee cannot take action on any item not on the agenda. The Committee may choose to acknowledge the comment or, where appropriate, briefly answer a question, refer the matter to staff, or set the item for discussion at a future meeting.
5. **APPROVAL OF MINUTES OF: 08/24/2016** ATTACHMENT
6. **ITEMS FOR COMMITTEE DISCUSSION AND/OR RECOMMENDATION**
 - 6.1. Financial Reports
 - 6.1.1. Financial Report – September 2016 Quarterly Packet ATTACHMENT
 - 6.1.2. Quarterly Review Financial Status of Separate Entities ATTACHMENT
 - 6.1.3. Quarterly Review of Revenue Payor Mix ATTACHMENT
 - 6.1.4. TIRHR Expenditure Report ATTACHMENT
 - 6.2. FY2016 Audited Financial Statement Report - DRAFT ATTACHMENT
 - 6.3. Board Education and Updates
 - 6.3.1. Discussion of Audit Firm RFP process
7. **REVIEW FOLLOW UP ITEMS / BOARD MEETING RECOMMENDATIONS**
8. **AGENDA INPUT FOR NEXT FINANCE COMMITTEE MEETING**..... ATTACHMENT
9. **NEXT MEETING DATE** ATTACHMENT
10. **ADJOURN**

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

Note: It is the policy of Tahoe Forest Hospital District to not discriminate in admissions, provisions of services, hiring, training and employment practices on the basis of color, national origin, sex, religion, age or disability including AIDS and related conditions.

Equal Opportunity Employer. The meeting location is accessible to people with disabilities. Every reasonable effort will be made to accommodate participation of the disabled in all of the District’s public meetings. If particular accommodations for the disabled are needed (i.e., disability-related aids or other services), please contact the Executive Assistant at 582-3481 at least 24 hours in advance of the meeting.



Board Informational Report

By: Harry Weis
CEO

DATE: 10/19/16

The past month has been action filled in a way our team really values, which means connecting more often and with larger groups of community individuals both here in Truckee and in Incline Village.

We held our second Fact vs. Fiction Community Meeting at Tahoe Forest on 9/26 with good attendance even though we were competing with Monday night football and the Presidential debate. Our third Fact vs. Fiction Community Meeting at Tahoe Forest will be held at 6 PM on 11/1.

Also on October 6th we celebrated with our community an Open House at Tahoe Forest, to share all of the construction projects that have been completed in the last 7 years or so. These construction projects were funded from the Measure C proceeds, which we are very grateful for, where approximately 72% of the voters in our District approved Measure C and provided the clear directive they wanted a full service hospital in this rural region. We are humbled and very much appreciate the large community turnout for this event.

Further, on 10/13, just one week later, we had a large Open House at Incline Village Community Hospital where the community saw the new exterior of the hospital, the great remodel which is nearly finished in our second floor physician clinic there and many other improvements. We were again very humbled to see the large turn out and great community support from the Incline Village region.

Scott Baker, our new Executive Director of Physician Services joined us on 10/10. We are very happy to have him join us as together we work to really improve physician services and to create greater alignment across our entire team.

We are working on naming a part time Chief Medical Officer which is a critical leadership role to work closely with Scott and I as we work to make sure we are a sustainable health system and that we are executing on “best practice” principles for sustainable team oriented physician care in our region.

Our Management Services Organization sometimes also called, “Newco” which is named Tahoe Forest Healthcare Services, Inc. continues to move forward. We are reviewing Bylaws on this entity and hope to engage the new Board of Directors on this new critical entity in November of this year. We are still focusing on being able to offer payroll and benefit services in a phased manner to staff who support physician practices here no later than 1/1/17.

The efforts to start up Tahoe Forest Medical Group, “our friendly professional corporation (PC)” continue. We are working on naming the shareholder and relevant health system “reserve rights” to assure this entity has the full alignment needed for a system approach to healthcare and that it will really meet the employment needs of new physician recruits or the changing desires of medical staff who already practice here. AB 2024 recently signed by the Governor is also being evaluated in the context of this strategy, meaning do we have two critical “tools in our toolbox” for this topic or just one to meet the critical employment needs of physicians in our region?

We continue to actively work on our Master Plan to assure we have the right physician practices in the right locations for the present and for future growth, plus all other IP or OP hospital programs, plus parking for a growing number of residents each year who utilize physician or hospital services. Once the “pieces to the puzzle” are put in place in draft form, we would like to engage the Board as well for more input. We continue to target 12/31/16 as the date to finish this draft Master Plan as a guide for major improvements for many years to come. We will also have to define where and how we utilize Rural Health Clinics to make sure we honor healthcare access to all residents in our region and all physicians who serve in this region in a more sustainable manner.

Our CIO will have regular and detailed reporting on our major Strategy of a new Electronic Health Record for our entire health system and the related business software.

We are bringing forward new negotiated labor agreements and a brand new Gain Sharing program to really honor our team members as ever improving team efforts and results are what will be required for great performance during these rapidly changing times in healthcare that will also illustrate elevated challenges to all hospital systems in America in each new year.

We are committed to continually improving Patient Satisfaction, Quality, Compliance and Financial performance. We believe there is growing evidence that measurable improvement is happening in each of these areas.

Patient Care Coordination and Navigation remain a top priority for us as we work on a smaller scale first and then enlarge the size of these programs to hospital wide as we confirm all processes effectively are in place.

We are focused on continuing a larger variety of marketing, communications and conversation venues with all residents in our region as each year progresses.

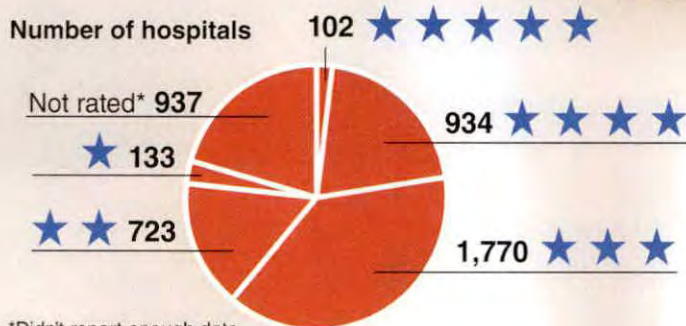
Regarding our Orthopedics service line: Our affiliation with North Tahoe Orthopedics that began in mid-April remains a top priority for us as we seek to stabilize staff within the clinic, including having the right management and clinic processes to honor this busy practice. Further, as we seek to complete this practice acquisition, we expect to close the purchase of the orthopedic practice building in mid-November, reconcile accounts receivables and resolve rent payments due as the purchase of the building occurs. We are also happy to report that a new fellowship trained Orthopedic surgeon is also arriving in November, Dr. Ephraim Dickinson. We have an additional fellowship trained Orthopedic surgeon joining us in June or July of 2017. So we are in a strong rebuilding mode with this critical service line.

We remain vigilant at the state and federal level on all new legislation to make sure we provide input where possible and that we understand to degree possible positive or negative impacts.

CMS' hospital star ratings

Ignoring critics who attack the flawed methodologies behind all hospital rating systems, the CMS released its first-ever overall "star" ratings late last month. The composite measure included up to 64 measures of quality, with a minimum of 12 needed to receive a rating.

How they did



*Didn't report enough data
Source: CMS

Serving the poor matters

2.92 Mean star rating for hospitals eligible for disproportionate-share payments

3.47 Mean star rating for other hospitals

Small, rural hospitals do better . . .

.31
Mean star rating for critical-access hospitals

2.99
Mean star rating for other hospitals

7 Safety net hospitals that earned five stars (0.5%)

90 Non-safety net hospitals that earned five stars (2.8%)

. . . but teaching hospitals do worse

2.87
Mean star rating for teaching hospitals

3.11
Mean star rating for other hospitals

2.88
Mean star rating for safety net hospitals

3.09
Mean star rating for other hospitals

And the bigger you are, the worse you do:

.29
Mean star rating for hospitals with 1-99 beds

2.96
Mean star rating for hospitals with 100-199 beds

2.81
Mean star rating for hospitals with more than 200 beds

Top-ranked or barely above average?

1 The Mayo Clinic in Rochester, Minn., was the only one of the top 20 hospitals on U.S. News & World Report's Best Hospitals list to receive five stars from the CMS

2 Number that didn't report enough data for the CMS to rank
10 Number that received two or three stars

—U.S. News & World Report, Modern Healthcare Quality & Safety Database

—CMS

STRATEGIC INITIATIVE 4.0

Health Information System Restructure

- We have come to an accord with Mercy Health Technical Service to provide a host the Epic EHR for our organization
- Our gratitude to the board and administration on approving this direction to better improve our goal of a unified patient record for our community.
- Kick off will be the first week of November with an expected go live day 12 months from then.

Agility EMR DFT (Charges) Interface

- Completed. Automates PT charges to CPSI

T systems Upgrade

- Completed. Downtime went 8 hours
- No outstanding issues.

SurgiCount: Bar coded surgical sponges

- First call with vendor to determine technical scope
- Nurses utilize special badge to scan themselves. Each sponge is bar coded as is the pack.
- Scanned pre and post case to make sure no objects are left behind.
- Project team including a PM to be formed. No go live date set.

Powerscribe 360 Upgrade: Nuance voice recognition software for Radiologists

- Initial meeting to begin project planning. Received technical documents.
- Initiating project with the vendor and will have a technical call.
- 60 day project.

Tahoe Forest Women's Center

- Awaiting a conference call with OCHIN to determine how we will handle this transition.

CancerLinQ

- Kickoff scheduled for October 24.



Board CNO Report

By: Karen Baffone, RN, MS
Chief Nursing Officer

DATE: October 2016

Strategy Three: Creating and implementing a New Master Plan that will have to reach out several years into the future to assure we have the appropriate clinical space for physicians, hospital activities and critical parking for all.

The Emergency Department, Women and Family, and Marketing all are to be commended for their roles in the Open House that we had this month in anticipation of the new expansion and completion of Measure C. We continue to work towards expanded therapy space especially as it relates to Tahoe City. (Update from Agility forthcoming).

Strategy Four: Developing and implementing a comprehensive Care Coordination Plan coupled with Patient Navigation for all patients that touch our healthcare system.

Orthopedic Services: A site visit to the Coons Institute was attended by Director of Orthopedic Service Line, CNO, COO, and members of the Orthopedic Service line advisory group. A review of their program demonstrates consistency in our progress to best practice in a comprehensive total joint program.

A streamlined approach to navigation of our first 7 cases for total joint has been completed by our interim orthopedic navigator. All 7 cases were completed with minimal obstacles for high satisfaction both on the part of the physicians and the patients.

Strategy Five: “Just Do It” Continue to show measureable annual improvements in Quality, and Patient Satisfaction.

Strategic planning for both the Nursing Division as well as Post-Acute Services and Population health management have been completed with goals and objectives that are consistent with the TFHD strategic plan.

PRIME: First submission of process measures was accepted without any fallout. Payment expected to the District within the next 30 days.

Safety Rounds began on October 11, 2016 with excellent response from staff.

Forums with staff and CNO to begin on October 25, 2016 with the purpose of increasing communication and inherently building a trusting relationship with engaged staff.



Board COO Report

By: Judith B. Newland

DATE: October 2016

Center for Medicare & Medicaid Services (CMS) updated their ratings on the Hospital Compare website based on the Hospital Consumer Assessment of Healthcare Providers and Systems Survey (HCAHPS), a patient experience survey. Tahoe Forest Hospital District was awarded the highest rating, 5 Stars. Each quarter CMS will update the Hospital Compare website indicating a hospital's 1-5 star rating. Congratulations to the hospital and medical staff for this national recognition.

USP 800 is a regulation that applies to the handling of hazardous drugs during receipt, storage, compounding, dispensing, administration, and disposal and affects all healthcare workers who perform these activities. The regulations describe practice and quality standards for handling hazardous drugs in healthcare settings and help promote patient safety, worker safety, and environmental protection. It defines processes intended to minimize the exposures to hazardous drugs in healthcare settings. The nature of this regulation is such that it will impact departments throughout the hospitals. The kickoff of this team occurred with bringing a team together to determine how to address and implement new process.

Construction projects continue on schedule.

1. At Tahoe Forest Hospital, the Measure C project for Dietary and Joseph Family Women and Newborn Care unit are nearing completion. The open house on October 6th was successful and community members were able to visit the Joseph Family Women and Newborn care unit. The Helipad will open once the Temporary Certificate of Occupancy from OSHPD is received.
2. At Incline Village Community Hospital (IVCH), the siding is moving forward on schedule with a completion date end of October.

As a business leader of our community we are doing our part to be Environmentally Responsible and have adopted an Environmental Stewardship program. This includes education for staff and our community on how TFHD is making a difference. We will have a section in the pacesetter as well as on the intranet.

Some main areas already underway are:

- TF recycles 54% of its non-hazardous trash and 90% of its cardboard.
- Through the paper shredder bins we recycle 65 tons of material
- Replacing items as able with corn based material that is compostable (patient belonging bags).
- Dietary changing from disposable silverware to metal, using compostable material as able for cups and take-away containers.

- Evaluating instrument packing in OR to reduce items rarely or never used

In the near future we will be evaluating energy usage with lighting, disposal of organic waste, and providing education as to usage of goods in a typical in-patient room. This will include linen awareness, material goods and impact on the environment.

On October 13, more than 150 people enjoyed an evening of food, fellowship, and exploration at the Incline Village Community Hospital 20th anniversary celebration and Chamber of Commerce open house. Many people took a hospital tour and were entered into a competitive raffle for the chance to win Fitbits and other health-related prizes.



Board Informational Report

By: Paige Thomason
Director of Marketing & Communications

DATE: October 2016

Current Projects, July-October 2016

Health System Magazine: The sixth edition of the TFHS Magazine was published in September 2016. The topics included the Measure C projects, Patient and Family Advisory Council, physician profiles, Cancer Center ACOS designation, IVCH awards and recap of the Gene Upshaw Memorial Golf Tournament. The magazine also contains information about how to access programs and services in the Health System.

Distribution includes insertions in the Sierra Sun, N. Tahoe Bonanza, Truckee/North Tahoe Chambers and Visitor Centers, local physician offices and direct mailing lists. Total distribution not counting website downloads is 14,174. The piece is promoted heavily through public relations outreach, print advertising, website and social media.

Wellness Neighborhood: The fourth iteration of the Mental Health Provider Handbook was recently completed and posted online. Outreach for the “Rethink Healthy” and “BeFit” campaigns are ongoing. There are multiple ongoing projects for WN that are supported in marketing with flyers and other printed materials and media outreach.

Website: A complete re-design of the TFHD website is underway, including a separated website for Incline Village Community Hospital. These are due for a soft-rollout before the end of this calendar year, targeted in November.

Other Marketing, Advertising and Public Relations Activities (note, this is a partial list of activities)

Production of “Mountain Health Today” TV show (4 in November)

Production of Fact & Fiction – Healthcare 101 (x3, next session is 11/1/16)

Production of Tahoe Forest Health System magazine

Production of TFHS Truckee Thursdays (x2)

Production of Measure C community open house

Promotion of IVCH 25th Anniversary celebration

Promotion of Photo Fair new OB

Production of Chamber of Commerce video “Big Life”

Production of Gene Upshaw Comcast video “Highway 63”

Production of High Fives video “concussion care”

PT after care materials

OB patient handout materials production

Review and revision of all EPIC letters

Continued

Concussion prevention brochure
Production of Cancer Center e-newsletter (online and printed versions)
Heart to Heart lecture series
Flu Shot and pneumonia vaccine promotions
Walktober promotions
IVCH marketing support for monthly programs such as sports physicals, health talks, ER
Community Walking Challenge marketing support
Cancer Center marketing support
Breast Health Awareness Month planning
MultiSpecialty Clinics advertising of new physicians
Sleep Medicine program
Affordable Health Screenings
Center for Health and Sports Performance programs and services

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Tahoe Forest Hospital District

Board of Directors Meeting Evaluation Form

Date: _____

		Exceed Expectations		Meets Expectations		Below Expectations
1	Overall, the meeting agenda is clear and includes appropriate topics for Board consideration	5	4	3	2	1
2	The consent agenda includes appropriate topics and worked well	5	4	3	2	1
3	The Board packet & handout materials were sufficiently clear and at a 'governance level'	5	4	3	2	1
4	Discussions were on target	5	4	3	2	1
5	Board members were prepared and involved	5	4	3	2	1
6	The education was relevant and helpful	5	4	3	2	1
7	Board focused on issues of strategy and policy	5	4	3	2	1
8	Objectives for meeting were accomplished	5	4	3	2	1
9	Meeting ran on time	5	4	3	2	1

Please provide further feedback here:
