



TAHOE FOREST HOSPITAL DISTRICT

# 2018-01-25 Regular Meeting of the Board of Directors

Thursday, January 25, 2018 at 4:00pm

Tahoe Truckee Unified School District

11603 Donner Pass Road, Truckee, CA 96161

# Meeting Book - 2018-01-25 Regular Meeting of the Board of Directors

01/25/18 Agenda

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## AGENDA

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## ITEMS 1 - 11 See Agenda

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## 12. ACKNOWLEDGMENTS

12.1. January 2018 Employee of the Month

12.2. Tahoe Forest Hospital Named One of America's Best for  
Obstetrics.pdf Page 7

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## 13. MEDICAL STAFF EXECUTIVE COMMITTEE

13.1. MEC Consent Agenda.pdf Page 9

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## 14. CONSENT CALENDAR

14.1. Approval of Meeting Minutes

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14.2. Financial Report

14.2.1. October 2017 Financial Packet.pdf Page 15

14.3. Informational Reports

14.3.1. CEO Board Report - January 2018.pdf Page 24

14.3.2. COO Board Report - January 2018.pdf Page 26

14.3.3. CNO Board Report - January 2018.pdf Page 28

14.3.4. CIIO Board Report - January 2018.pdf Page 29

14.3.5. CMO Board Report - January 2018.pdf Page 31

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15. ITEMS FOR BOARD ACTION

15.1. Employee Organizations' Affiliation Petitions.pdf	Page 33
15.2. Retirement Committee Charter.pdf	Page 67
15.3. TF Pharmacy Clean Room Summary.pdf	Page 72
15.4. IVCH Lab Renovation Project Summary.pdf	Page 78
15.5. 2018 Board Officers and Committee Appointments.pdf	Page 85
15.6. DRAFT 2018 Corporate Compliance Work Plan.pdf	Page 86

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16. ITEMS FOR BOARD DISCUSSION

16.1. 2017 Compliance Program 4th Quarter and Annual Report.pdf	Page 90
16.2. Mountain Housing Council Update <b>Ted Owens</b> No related materials.	

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17. DISCUSSION OF CONSENT CALENDAR ITEMS PULLED, IF NECESSARY

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

There were no committee meetings in January.

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ITEMS 19 - 24: See Agenda

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25. ADJOURN



# REGULAR MEETING OF THE BOARD OF DIRECTORS AGENDA

Thursday, January 25, 2018 at 4:00 p.m.

Tahoe Truckee Unified School District  
11603 Donner Pass Road, Truckee, CA 96161

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. **Hearing (Health & Safety Code § 32155)**

*Subject Matter: Fourth Quarter 2017 and Annual Compliance Program Report*

*Number of items: Two (2)*

5.2. **Hearing (Health & Safety Code § 32155) ♦**

*Subject Matter: 2017 Complaint Summary Report*

*Number of items: One (1)*

5.3. **Approval of Closed Session Minutes ♦**

*12/21/2017*

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

*Subject Matter: Medical Staff Credentials*

6. **DINNER BREAK**

**APPROXIMATELY 6:00 P.M.**

7. **OPEN SESSION – CALL TO ORDER**

8. **REPORT OF ACTIONS TAKEN IN CLOSED SESSION**

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

10. **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.

**11. 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.

**12. ACKNOWLEDGMENTS**

**12.1.** January 2018 Employee of the Month

**12.2.** 2018 Women’s Choice Award .....ATTACHMENT

**13. MEDICAL STAFF EXECUTIVE COMMITTEE ♦**

**13.1.** Medical Executive Committee (MEC) Meeting Consent Agenda .....ATTACHMENT

MEC recommends the following for approval by the Board of Directors: Emergency Medicine Department Protocols (Ordering Guideline for EKG, Preparation of Patient with Suspected Extremity Fracture or Dislocation, Preparation of Patient with Eye Complaint, Preparation of Patient in Need of Hematoma Block, Preparation of Patient with Laceration, Administration of Acetaminophen and/or Ibuprofen for Fever Control in Patients ≤60KG)

**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**

12/21/2017 .....ATTACHMENT

**14.2. Financial Report**

**14.2.1.** Financial Report - October 2017 .....ATTACHMENT

**14.3. Staff Reports (Information Only)**

**14.3.1.** CEO Board Report .....ATTACHMENT

**14.3.2.** COO Board Report.....ATTACHMENT

**14.3.3.** CNO Board Report.....ATTACHMENT

**14.3.4.** CIIO Board Report .....ATTACHMENT

**14.3.5.** CMO Board Report.....ATTACHMENT

**15. ITEMS FOR BOARD ACTION ♦**

**15.1. Employee Organizations’ Affiliation Petitions** .....ATTACHMENT

The Board of Directors will consider the validity of petitions to affiliate with AFSFCME from the Employees Association of Professionals and Employees Association.

**15.2. Retirement Plan Charter** .....ATTACHMENT

The Board of Directors will review and consider for approval a charter for the Retirement Plan Committee.

**15.3. TIMED ITEM – 6:45PM – TFH Pharmacy Clean Room Project Bid** .....ATTACHMENT

The Board of Directors will consider awarding the contract for this project as described in the bid package.

**15.4. IVCH Lab Project Bid** .....ATTACHMENT

The Board of Directors will consider awarding the contract for this project as described in the bid package.

Regular Meeting of the Board of Directors of Tahoe Forest Hospital District  
**January 25, 2018 AGENDA – Continued**

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- 15.5. 2018 Committee Assignments** .....ATTACHMENT  
The Board of Directors will consider approval of the 2018 committee assignments.
- 15.6. 2018 Corporate Compliance Annual Work Plan** .....ATTACHMENT  
The Board of Directors will review and consider for approval the 2018 Corporate Compliance Work Plan.
- 16. ITEMS FOR BOARD DISCUSSION**
- 16.1. Corporate Compliance Report** ..... ATTACHMENT  
The Board of Directors will receive a 2017 Fourth Quarter and Annual Corporate Compliance Report.
- 16.2. Mountain Housing Council Update**  
The Board of Directors will receive an update on the work of the Mountain Housing Council.
- 17. DISCUSSION OF CONSENT CALENDAR ITEMS PULLED, IF NECESSARY**
- 18. BOARD COMMITTEE REPORTS/RECOMMENDATIONS FOR DISCUSSION AND/OR ACTION**
- 18.1. Quality Committee Meeting** – No meeting held in January.  
**18.2. Executive Compensation Committee Meeting** – No meeting held in January.  
**18.3. Finance Committee Meeting** – No meeting held in January.  
**18.4. Governance Committee Meeting** – No meeting held in January.
- 19. AGENDA INPUT FOR UPCOMING COMMITTEE MEETINGS**
- 20. ITEMS FOR NEXT MEETING**
- 21. BOARD MEMBERS REPORTS/CLOSING REMARKS**
- 22. CLOSED SESSION CONTINUED, IF NECESSARY**
- 23. OPEN SESSION**
- 24. REPORT OF ACTIONS TAKEN IN CLOSED SESSION, IF NECESSARY**
- 25. ADJOURN**

*The next regularly scheduled meeting of the Board of Directors of Tahoe Forest Hospital District is February 22, 2018 at Tahoe Truckee School District, 11603 Donner Pass Road, Truckee, CA 96161. A copy of the board meeting agenda is posted on the District's web site ([www.tfhd.com](http://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.



**FOR IMMEDIATE RELEASE**

January 17, 2018

**Contact:** Paige Thomason

Director of Marketing & Communications, TFHS

[pthomason@tfhd.com](mailto:pthomason@tfhd.com)

(530) 582-6290

**Tahoe Forest Hospital Receives the 2018 Women's Choice Award® as  
One of America's Best Hospitals for Obstetrics**

*Joseph Family Center for Women and Newborn Care in Top 17% of US Hospitals Offering Obstetrics*

[\(www.tfhd.com\)](http://www.tfhd.com)

(Truckee, CA) Tahoe Forest Hospital has been named as one of America's Best Hospitals for Obstetrics by the Women's Choice Award®. The recognition signifies that Tahoe Forest Hospital is in the top 17% of 2,815 U.S. hospitals offering obstetrics. This is the fourth time Tahoe Forest Hospital has been awarded the Women's Choice Award for *America's Best Hospitals for Obstetrics*

"Our great medical and hospital staff at the Joseph Family Center for Women and Newborn Care strive to deliver excellent care every day—and to take exceptional care of the moms, babies and families in our community," said Harry Weis, Chief Executive Officer, Tahoe Forest Health System. "They truly care about their patients, and this award is a great recognition of their skill, compassion and effectiveness."

The methodology for the America's Best Hospitals for Obstetrics is unique in that it combines national accreditations, Hospital Consumer Assessment of Healthcare Providers and Systems [\(HCAHPS\) survey results](#) and hospital outcome scores with primary research about women's healthcare preferences. It is the only award recognizing excellence in obstetric services based on robust criteria that consider patient satisfaction and clinical excellence.

The America's Best Hospitals for Obstetrics distinction is based on the following specific criteria:

- The percentage of patients reporting through the HCAHPS survey that they would definitely recommend the hospital
- Patient safety ranking based on 11 Centers for Medicare and Medicaid Services' measures of infection and complication rates
- Low rates of early elective deliveries (between 0-1%)
- Baby-Friendly USA designation, a World Health Organization (WHO)/United Nations Children's Fund (UNICEF) initiative to support best practices for breast feeding education and counseling

Tahoe Forest Hospital's Joseph Family Center for Women and Newborn Care is a state-of-the-art facility designed with the needs, safety and comfort of new moms and families in mind. The new facility includes private birthing suites, each featuring a Jacuzzi™ tub, and private postpartum suites. Telemetry monitors ensure baby's safety while allowing laboring mothers to walk about, use a birthing ball, shower, or relax in the Jacuzzi™. To allow for skin-to-skin contact immediately after birth, radiant heaters on the ceiling keep mom and baby warm and comfortable. The four postpartum rooms allow moms to be close to their babies for their entire stay after the baby is born.

The Joseph Family Center for Women and Newborn Care provides comprehensive obstetrical and gynecological care with a family-centered focus and individualized support services and has been nationally certified Baby Friendly since 2010. This certification recognizes hospitals that have made a dedicated commitment to help mothers with breastfeeding, providing the tools and support for moms to be successful with breastfeeding, including training and educational programs for both staff and parents. They also offer a nurturing environment that supports mother and infant bonding immediately after delivery.

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#### **About Tahoe Forest Health System**

Tahoe Forest Health System, which includes Tahoe Forest Hospital in Truckee, CA, and Incline Village Community Hospital in Incline Village, NV, offers 24-hour emergency care, a total joint orthopedic program including direct anterior hip replacement surgery, physician multi-specialty clinics, OB department, and CoC-accredited cancer center. With a strong focus on high quality patient care, community collaboration, clinical excellence and innovation, Tahoe Forest Health System is a UC Davis Rural Center of Excellence. For a complete list of physician specialties and services, visit [www.tfhd.com](http://www.tfhd.com).

#### **About the Women's Choice Award®**

The Women's Choice Award® is a trusted referral source, empowering women to make smart healthcare choices by identifying the country's best healthcare institutions based on robust criteria that consider female patient satisfaction and clinical excellence. Visit <http://www.womenschoiceaward.com/> to learn more.



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**MEDICAL EXECUTIVE COMMITTEE  
 RECOMMENDATIONS TO TFHD BOARD OF DIRECTORS  
 Thursday, January 25, 2018**

REFERRED BY:	AGENDA ITEMS	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:	
Executive Committee	The Executive Committee recommends approval of the following:	Recommend approval
	Review and approval of policies and procedures. All individual policies have been approved by the medical staff department or chairman.	
1. Emergency Medicine Department	<u>Protocols:</u> <ul style="list-style-type: none"> <li>• Ordering Guideline for EKG</li> <li>• Preparation of Patient with Suspected Extremity Fracture or Dislocation</li> <li>• Preparation of Patient with Eye Complaint</li> <li>• Preparation of Patient in Need of Hematoma Block</li> <li>• Preparation of Patient with Laceration</li> <li>• Administration of Acetaminophen and/or Ibuprofen for Fever Control in Patients ≤60KG</li> </ul>	Recommend approval



**REGULAR MEETING OF THE  
BOARD OF DIRECTORS  
DRAFT MINUTES**

Thursday, December 21, 2017 at 4:00 p.m.  
Tahoe Truckee Unified School District  
11603 Donner Pass Road, Truckee, CA 96161

**1. CALL TO ORDER**

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

**2. ROLL CALL**

Board: Charles Zipkin, M.D., Board President; Randy Hill, Vice President; Dale Chamblin, Treasurer; Alyce Wong, Secretary; Mary Brown, Board Member

Staff: Harry Weis, Chief Executive Officer; Alex MacLennan, Chief Human Resources Officer; Martina Rochefort, Clerk of the Board

Other: David Ruderman, Assistant General Counsel; Rick Rybicki, Labor Counsel

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

Item 14.2.1. was removed from the agenda.

**4. INPUT AUDIENCE**

No public comment was received.

Open Session recessed at 4:02 p.m.

**5. CLOSED SESSION**

**5.1. Conference with Labor Negotiator (Government Code § 54957.6)**

*Name of District Negotiator(s) to Attend Closed Session: Alex MacLennan and Richard Rybicki*

*Employee Organization(s): Employees Association and Employees Association of Professionals*

Discussion was held on a privileged item.

**5.2. Hearing (Health & Safety Code § 32155)**

*Subject Matter: Corporate Compliance Report*

*Number of items: One (1)*

Discussion was held on a privileged item.

**5.3. Hearing (Health & Safety Code § 32155)**

*Subject Matter: Third Quarter 2017 Service Excellence Report*

*Number of items: One (1)*

Discussion was held on a privileged item.

**5.4. Approval of Closed Session Minutes ♦**

11/30/2017

Discussion was held on a privileged item.

**6. DINNER BREAK**

**APPROXIMATELY 6:00 P.M.**

**7. OPEN SESSION – CALL TO ORDER**

**Meeting reconvened at 6:00 p.m.**

**8. REPORT OF ACTIONS TAKEN IN CLOSED SESSION**

General Counsel stated there was no reportable action on items 5.1.-5.3. Item 5.4. Closed Session minutes was approved on a 5-0 vote.

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

Item 14.2.1. Financial Report – October 2017 was removed from the agenda.

**10. INPUT – AUDIENCE**

No public comment was received.

**11. INPUT FROM EMPLOYEE ASSOCIATIONS**

Public comment was received from Jeff Jackson, Julia Cuevas, and Juan Abarca-Sanchez.

**12. ACKNOWLEDGMENTS**

- 12.1.** Payton Davis was named TFHD 2017 Employee of the Year.
- 12.2.** Johnny Lopez was named December Employee of the Month.
- 12.3.** TFHS Foundation was recognized for their work throughout 2017.
- 12.4.** IVCH Foundation was recognized for their work throughout 2017.

**13. MEDICAL STAFF EXECUTIVE COMMITTEE ♦**

**13.1.** Medical Executive Committee (MEC) Meeting Consent Agenda  
MEC recommended the following for approval by the Board of Directors: *Partner with UC Davis to provide telemedicine neurology consultative services at Tahoe Forest Hospital.*

**ACTION: Motion made by Director Hill, seconded by Director Chamblin, to approve the Medical Executive Committee Meeting Consent Agenda as presented.**

**AYES: Directors Brown, Wong, Chamblin, Hill and Zipkin**

**Abstention: None**

**NAYS: None**

**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**

11/30/2017 – Special Meeting

11/30/2017 – Regular Meeting

**14.2. Financial Report**

**14.2.1.** Financial Report - October 2017

**14.3. Staff Reports (Information Only)**

**14.3.1.** CEO Board Report

**14.3.2.** COO Board Report

**14.3.3.** CNO Board Report

**14.3.4.** CIO Board Report

**14.3.5.** CMO Board Report

**ACTION:** Motion made by Director Brown, seconded by Director Chamblin, to approve the Consent Calendar as presented excluding Item 14.2.1.

**AYES:** Directors Brown, Wong, Chamblin, Hill and Zipkin

**Abstention:** None

**NAYS:** None

**15. ITEMS FOR BOARD ACTION ♦**

**15.1. Fiscal Year 2017 CEO Incentive Compensation**

Executive Compensation Committee recommended CEO receive the FY17 CEO Incentive Compensation.

General Counsel noted the California Constitution Article XI, Section 10 prevents the board from granting additional compensation not stated in the contract.

Discussion was held.

**ACTION:** Motion made by Director Wong, seconded by Director Brown, to grant the full FY17 Incentive Compensation target to the Chief Executive Officer. Roll call vote taken.

**Brown – AYE**

**Wong – AYE**

**Chamblin – AYE**

**Hill – AYE**

**Zipkin – AYE**

**16. ITEMS FOR BOARD DISCUSSION**

**16.1. Board Education**

**16.1.1. Centralized Scheduling**

Discussion was held.

**16.2. Board Self-Assessment**

Discussion was held.

Board of Directors directed Clerk of the Board to coordinate the administration of the board self-assessment.

**16.3. Strategic Planning Process**

Discussion was held.

**16.4. Physician Alignment Meeting**

Discussion was held.

Directors Zipkin and Wong will attend the meeting on the board's behalf.

**17. DISCUSSION OF CONSENT CALENDAR ITEMS PULLED, IF NECESSARY**

Not applicable.

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

**18.1. Executive Compensation Committee Meeting – 12/12/2017**

Director Wong provided an update from the recent Executive Compensation Committee.

**18.2. Quality Committee Meeting – 12/12/2017**

Director Wong provided an update from the recent Quality Committee.

**18.3. Finance Committee Meeting – No meeting held in December.**

**18.4. Governance Committee Meeting – No meeting held in December.**

**19. ELECTION OF BOARD OFFICERS**

**ACTION:** Motion made by Director Zipkin, seconded by Director Wong, to nominate Director Chamblin as 2018 Board President.  
**AYES:** Directors Brown, Wong, Chamblin, Hill and Zipkin  
**Abstention:** None  
**NAYS:** None

**ACTION:** Director Brown, seconded by Director Wong, to nominate Director Hill as 2018 Board Vice President. Director Hill accepted the nomination.  
**AYES:** Directors Brown, Wong, Chamblin, Hill and Zipkin  
**Abstention:** None  
**NAYS:** None

**ACTION:** Director Brown, seconded by Director Wong, nominated Director Zipkin as 2018 Board Treasurer. Director Zipkin accepted the nomination.  
**AYES:** Directors Brown, Wong, Chamblin, Hill and Zipkin  
**Abstention:** None  
**NAYS:** None

**ACTION:** Director Wong nominated Director Brown as 2018 Board Secretary. Director Brown respectfully declined the nomination.

**ACTION:** Director Wong was nominated 2018 Board Secretary. Director Wong accepted.  
**AYES:** Directors Brown, Wong, Chamblin, Hill and Zipkin  
**Abstention:** None  
**NAYS:** None

Director Zipkin was presented with a plaque for his service as Board President.

**20. AGENDA INPUT FOR UPCOMING COMMITTEE MEETINGS**

None.

**21. ITEMS FOR NEXT MEETING**

None.

**22. BOARD MEMBERS REPORTS/CLOSING REMARKS**

None.

**23. CLOSED SESSION CONTINUED, IF NECESSARY**

Not applicable.

**24. OPEN SESSION**

**25. REPORT OF ACTIONS TAKEN IN CLOSED SESSION, IF NECESSARY**

Not applicable.

**26. ADJOURN**

Meeting adjourned at 7:08 p.m.

DRAFT

**TAHOE FOREST HOSPITAL DISTRICT  
OCTOBER 2017 FINANCIAL REPORT  
INDEX**

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4	STATEMENT OF NET POSITION
5	NOTES TO STATEMENT OF NET POSITION
6	CASH INVESTMENT
7	TFHD STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
8	IVCH STATEMENT OF REVENUE AND EXPENSE
9	STATEMENT OF CASH FLOW

**Board of Directors**  
*Of Tahoe Forest Hospital District*  
**OCTOBER 2017 FINANCIAL NARRATIVE**

The following is the financial narrative analyzing financial and statistical trends for the four months ended October 31, 2017.

**Activity Statistics**

- ❑ TFH acute patient days were 323 for the current month compared to budget of 366. This equates to an average daily census of 10.42 compared to budget of 11.81.
- ❑ TFH Outpatient volumes were above budget in the following departments by at least 5%: Medical Oncology procedures, Radiation Oncology procedures, Pharmacy units, Oncology Pharmacy units, Respiratory Therapy, and Physical Therapy.
- ❑ TFH Outpatient volumes were below budget in the following departments by at least 5%: Home Health visits, Surgical cases, Endoscopy procedures, Diagnostic Imaging, Mammography exams, Nuclear Medicine, Ultrasounds, PET CT, Occupational Therapy, and Speech Therapy.

**Financial Indicators**

- ❑ Net Patient Revenue as a percentage of Gross Patient Revenue was 47.5% in the current month compared to budget of 55.3% and to last month's 52.7%. Current year's Net Patient Revenue as a percentage of Gross Patient Revenue is 52.8%, compared to budget of 55.4% and prior year's 53.6%.
- ❑ EBIDA was \$(2,099,564) (-10.2%) for the current month compared to budget of \$523,896 (2.5%), or \$2,623,460 (12.7%) below budget. Year-to-date EBIDA was \$1,785,367 (2.0%) compared to budget of \$4,840,981 (5.4%), or \$3,055,614 (3.4%) under budget.
- ❑ Cash Collections for the current month were \$10,372,870 which is 72% of targeted Net Patient Revenue.
- ❑ Gross Days in Accounts Receivable were 49.4, compared to the prior month of 49.5. Gross Accounts Receivables are \$32,033,098 compared to the prior month of \$33,369,055. The percent of Gross Accounts Receivable over 120 days old is 20.95%, compared to the prior month of 18.23%.

**Balance Sheet**

- ❑ Working Capital Days Cash on Hand is 32.2 days. S&P Days Cash on Hand is 188.6. Working Capital cash increased \$5,441,000. Accounts Payable increased \$2,273,000, the District receive \$6,707,000 in IGT Funds , and cash collections fell short of target by 18%.
- ❑ Net Patients Accounts Receivable decreased approximately \$2,184,000. Cash collections were at 72% of target and days in accounts receivable were 49.4 days, a .1 days increase.
- ❑ Estimate Settlements, Medi-Cal and Medicare decreased \$6,541,000 after recording the receipt of IGT funds.
- ❑ Accounts Payable increased \$2,273,000 due to the timing of the final check run in October.



**Operating Revenue**

- ❑ Current month's Total Gross Revenue was \$20,617,664, compared to budget of \$21,073,663 or \$456,000 below budget.
- ❑ Current month's Gross Inpatient Revenue was \$5,367,216, compared to budget of \$5,803,085 or \$435,869 under budget.
- ❑ Current month's Gross Outpatient Revenue was \$15,250,448 compared to budget of \$15,270,578 or \$20,130 below budget. Volumes were up in some departments and down in others. See TFH Outpatient Activity Statistics above.
- ❑ Current month's Gross Revenue Mix was 39.2% Medicare, 17.8% Medi-Cal, .0% County, 3.4% Other, and 39.6% Insurance compared to budget of 35.3% Medicare, 17.6% Medi-Cal, .0% County, 4.8% Other, and 42.3% Insurance. Last month's mix was 38.1% Medicare, 18.5% Medi-Cal, .0% County, 3.9% Other, and 39.5% Insurance.
- ❑ Current month's Deductions from Revenue were \$10,830,997 compared to budget of \$9,414,635 or \$1,416,362 above budget. Variance is attributed to the following reasons: 1) Payor mix varied from budget with a 3.90% increase in Medicare, a .19% increase to Medi-Cal, a .05% decrease in County, a 1.32% decrease in Other, and Commercial was below budget 2.72%, 2) Revenues fell short of budget by 2.2%, however, we saw an increase in the acuity level of our Medicare population and fewer Medicare patient days which drove an increase in the Medicare contractual allowance write-off in the month.

**Operating Expenses**

DESCRIPTION	October 2017 Actual	October 2017 Budget	Variance	BRIEF COMMENTS
Salaries & Wages	4,761,010	4,368,468	(392,542)	We saw increases in the use of Registry services in Surgery, PAAS, Sterile Processing, Information Technology, Accounting, SNF, and Admitting.
Employee Benefits	1,265,080	1,294,469	29,389	
Benefits – Workers Compensation	70,245	53,880	(16,365)	
Benefits – Medical Insurance	73,829	621,624	547,795	The District received reimbursement of Stop Loss funds and claims fell short of budget expectations, creating a positive variance in Benefits-Medical Insurance.
Professional Fees	2,429,886	2,084,660	(345,226)	We saw negative variances in fees paid for our Physical, Speech, and Occupational therapy contract and professional fees rendered for our Information Technology department.
Supplies	2,089,423	1,658,041	(431,382)	Oncology Drugs Sold to Patients and Implant costs exceeded budget.
Purchased Services	1,340,442	976,354	(364,088)	We saw small negative variances in Purchased Services across most departments, however, the largest variances were recognized in Medical Records and the Emergency Department, mostly related to older invoices which had not been submitted timely.
Other Expenses	921,716	980,260	58,544	
Total Expenses	12,951,631	12,037,756	(913,875)	

TAHOE FOREST HOSPITAL DISTRICT  
STATEMENT OF NET POSITION  
OCTOBER 2017

ASSETS	Oct-17	Sep-17	Oct-16	
<b>CURRENT ASSETS</b>				
* CASH	\$ 12,666,942	\$ 7,225,452	\$ 7,449,044	1
PATIENT ACCOUNTS RECEIVABLE - NET	16,016,604	18,200,267	17,616,879	2
OTHER RECEIVABLES	7,010,079	5,732,844	5,650,539	
GO BOND RECEIVABLES	1,296,155	1,211,282	735,477	
ASSETS LIMITED OR RESTRICTED	7,715,591	6,301,401	6,242,071	
INVENTORIES	3,070,500	3,034,352	2,670,244	
PREPAID EXPENSES & DEPOSITS	1,863,586	1,957,090	1,661,172	
ESTIMATED SETTLEMENTS, M-CAL & M-CARE	7,314,780	13,855,314	4,693,511	3
<b>TOTAL CURRENT ASSETS</b>	<u>56,954,237</u>	<u>57,518,003</u>	<u>46,718,937</u>	
<b>NON CURRENT ASSETS</b>				
ASSETS LIMITED OR RESTRICTED:				
* CASH RESERVE FUND	61,539,114	61,374,995	56,042,742	1
BANC OF AMERICA MUNICIPAL LEASE	32,222	32,222	981,619	
TOTAL BOND TRUSTEE 2017	19,799	19,779		3
TOTAL BOND TRUSTEE 2015	683,593	546,496	622,164	
GO BOND PROJECT FUND	1	1	232,649	
GO BOND TAX REVENUE FUND	1,425,443	1,390,830	1,364,045	
DIAGNOSTIC IMAGING FUND	3,195	3,186	3,168	
DONOR RESTRICTED FUND	1,684,611	1,113,547	1,142,590	
WORKERS COMPENSATION FUND	(1,569)	23,146	14,168	
TOTAL	<u>65,386,408</u>	<u>64,504,202</u>	<u>60,403,148</u>	
LESS CURRENT PORTION	<u>(7,715,591)</u>	<u>(6,301,401)</u>	<u>(6,242,071)</u>	
<b>TOTAL ASSETS LIMITED OR RESTRICTED - NET</b>	<u>57,670,817</u>	<u>58,202,801</u>	<u>54,161,077</u>	
NONCURRENT ASSETS AND INVESTMENTS:				
INVESTMENT IN TSC, LLC	-	-	43,372	
PROPERTY HELD FOR FUTURE EXPANSION	836,353	836,353	836,353	
PROPERTY & EQUIPMENT NET	132,800,709	130,618,486	129,230,898	
GO BOND CIP, PROPERTY & EQUIPMENT NET	<u>33,409,499</u>	<u>33,816,451</u>	<u>32,098,267</u>	
<b>TOTAL ASSETS</b>	<u>281,671,615</u>	<u>280,992,094</u>	<u>263,088,903</u>	
DEFERRED OUTFLOW OF RESOURCES:				
DEFERRED LOSS ON DEFEASANCE	491,321	494,553	530,109	
ACCUMULATED DECREASE IN FAIR VALUE OF HEDGING DERIVATIVE	1,446,560	1,446,560	2,126,025	
DEFERRED OUTFLOW OF RESOURCES ON REFUNDING	6,172,725	6,196,430	6,457,181	
GO BOND DEFERRED FINANCING COSTS	483,564	485,498	506,778	
DEFERRED FINANCING COSTS	195,572	196,612	208,056	
<b>TOTAL DEFERRED OUTFLOW OF RESOURCES</b>	<u>\$ 8,789,742</u>	<u>\$ 8,819,654</u>	<u>\$ 9,828,149</u>	
<b>LIABILITIES</b>				
<b>CURRENT LIABILITIES</b>				
ACCOUNTS PAYABLE	\$ 6,441,811	\$ 4,168,887	\$ 4,106,677	4
ACCRUED PAYROLL & RELATED COSTS	14,710,733	14,574,436	9,928,176	
INTEREST PAYABLE	347,591	264,323	391,099	
INTEREST PAYABLE GO BOND	1,283,259	617,192	946,475	
ESTIMATED SETTLEMENTS, M-CAL & M-CARE	47,577	47,577	58,327	
HEALTH INSURANCE PLAN	1,211,751	1,211,751	1,307,731	
WORKERS COMPENSATION PLAN	1,703,225	1,703,225	1,120,980	
COMPREHENSIVE LIABILITY INSURANCE PLAN	858,290	858,290	751,298	
CURRENT MATURITIES OF GO BOND DEBT	860,000	860,000	1,260,000	
CURRENT MATURITIES OF OTHER LONG TERM DEBT	1,049,645	1,049,645	2,260,819	
<b>TOTAL CURRENT LIABILITIES</b>	<u>28,513,880</u>	<u>25,355,325</u>	<u>22,131,581</u>	
<b>NONCURRENT LIABILITIES</b>				
OTHER LONG TERM DEBT NET OF CURRENT MATURITIES	27,348,004	27,350,537	28,145,645	
GO BOND DEBT NET OF CURRENT MATURITIES	102,713,502	102,726,923	103,449,550	
DERIVATIVE INSTRUMENT LIABILITY	1,446,560	1,446,560	2,126,025	
<b>TOTAL LIABILITIES</b>	<u>160,021,947</u>	<u>156,879,345</u>	<u>155,852,801</u>	
<b>NET ASSETS</b>				
NET INVESTMENT IN CAPITAL ASSETS RESTRICTED	128,754,799	131,818,856	115,921,661	
	1,684,611	1,113,547	1,142,590	
<b>TOTAL NET POSITION</b>	<u>\$ 130,439,410</u>	<u>\$ 132,932,403</u>	<u>\$ 117,064,251</u>	

\* Amounts included for Days Cash on Hand calculation

TAHOE FOREST HOSPITAL DISTRICT  
NOTES TO STATEMENT OF NET POSITION  
OCTOBER 2017

1. Working Capital is at 32.2 days (policy is 30 days). Days Cash on Hand (S&P calculation) is 188.6 days. Working Capital cash increased a net \$5,441,000. Accounts Payable increased \$2,273,000 (See Note 4), the District received \$6,707,000 in IGT funds, and Cash Collections fell short of target by 18%.
2. Net Patient Accounts Receivable decreased approximately \$2,184,000. Cash collections were 72% of target. Days in Accounts Receivable are at 49.40 days compared to prior months 49.50 days, a .10 days decrease.
3. Estimated Settlements, Medi-Cal & Medicare decreased \$6,541,000 after the District recorded receipt of its IGT funds.
4. Accounts Payable increased \$2,273,000 due to the timing of the final check run in the month.

**Tahoe Forest Hospital District  
Cash Investment  
October 2017**

<b>WORKING CAPITAL</b>			
US Bank	\$ 11,182,922		
US Bank/Kings Beach Thrift Store	114,445		
US Bank/Truckee Thrift Store	347,028		
US Bank/Payroll Clearing	20,145		
Umpqua Bank	<u>1,002,402</u>	0.40%	
Total			\$ 12,666,942
<b>BOARD DESIGNATED FUNDS</b>			
US Bank Savings	\$ -	0.03%	
Capital Equipment Fund	<u>-</u>		
Total			\$ -
Building Fund	\$ -		
Cash Reserve Fund	<u>61,539,114</u>	1.11%	
Local Agency Investment Fund			\$ 61,539,114
Banc of America Muni Lease			\$ 32,222
Bonds Cash 2017			\$ 19,799
Bonds Cash 2015			\$ 683,593
GO Bonds Cash 2008			\$ 1,425,444
DX Imaging Education	\$ 3,195		
Workers Comp Fund - B of A	(1,569)		
Insurance			
Health Insurance LAIF	-		
Comprehensive Liability Insurance LAIF	<u>-</u>		
Total			<u>\$ 1,625</u>
<b>TOTAL FUNDS</b>			<b>\$ 76,368,740</b>
<b>RESTRICTED FUNDS</b>			
Gift Fund			
US Bank Money Market	\$ 8,363	0.03%	
Foundation Restricted Donations	602,429		
Local Agency Investment Fund	<u>1,073,819</u>	1.11%	
<b>TOTAL RESTRICTED FUNDS</b>			<b><u>\$ 1,684,611</u></b>
<b>TOTAL ALL FUNDS</b>			<b><u>\$ 78,053,351</u></b>



INCLINE VILLAGE COMMUNITY HOSPITAL  
STATEMENT OF REVENUE AND EXPENSE  
OCTOBER 2017

	CURRENT MONTH			YEAR TO DATE			PRIOR YTD OCT 2016
	ACTUAL	BUDGET	VAR\$	ACTUAL	BUDGET	VAR\$	
<b>OPERATING REVENUE</b>							
Total Gross Revenue	\$ 1,311,894	\$ 1,534,519	\$ (222,625)	\$ 6,544,671	\$ 7,029,822	\$ (485,151)	\$ 6,697,120
			-14.5%			-6.9%	
<b>Gross Revenues - Inpatient</b>							
Daily Hospital Service	\$ -	\$ 5,657	\$ (5,657)	\$ -	\$ 16,972	\$ (16,972)	\$ 11,624
Ancillary Service - Inpatient	-	2,339	(2,339)	1,196	11,868	(10,672)	19,089
Total Gross Revenue - Inpatient	-	7,996	(7,996)	1,196	28,840	(27,645)	30,713
			-100.0%			-100.0%	
<b>Gross Revenue - Outpatient</b>							
Total Gross Revenue - Outpatient	1,311,894	1,526,523	(214,629)	6,543,476	7,000,982	(457,506)	6,666,407
			-14.1%			-6.5%	
<b>Deductions from Revenue:</b>							
Contractual Allowances	576,768	561,722	(15,046)	2,461,964	2,553,320	91,357	2,510,168
Charity Care	44,637	57,376	12,739	217,307	255,094	37,787	234,190
Charity Care - Catastrophic Events	-	-	-	19,729	-	(19,729)	2,968
Bad Debt	50,477	52,747	2,269	189,012	233,882	44,870	101,195
Prior Period Settlements	-	-	-	-	-	-	-
Total Deductions from Revenue	671,882	671,845	(37)	2,888,012	3,042,296	154,284	2,848,521
			0.0%			5.1%	
Other Operating Revenue	83,117	86,214	(3,097)	390,980	362,356	28,624	361,911
			-3.6%			7.9%	
<b>TOTAL OPERATING REVENUE</b>	<b>723,130</b>	<b>948,889</b>	<b>(225,759)</b>	<b>4,047,639</b>	<b>4,349,882</b>	<b>(302,242)</b>	<b>4,210,510</b>
			-23.8%			-6.9%	
<b>OPERATING EXPENSES</b>							
Salaries and Wages	282,890	305,342	22,452	1,196,236	1,288,385	92,149	1,165,236
Benefits	70,540	87,821	17,281	367,816	377,709	9,893	346,782
Benefits Workers Compensation	2,357	2,357	(0)	9,427	9,426	(1)	8,271
Benefits Medical Insurance	9,144	39,151	30,007	152,575	156,605	4,030	150,958
Professional Fees	291,656	257,624	(34,031)	995,815	1,050,699	54,884	949,419
Supplies	48,303	69,061	20,758	204,806	294,282	89,476	278,960
Purchased Services	40,066	48,898	8,832	164,645	199,178	34,533	160,858
Other	61,567	61,687	121	231,728	230,269	(1,460)	203,416
<b>TOTAL OPERATING EXPENSE</b>	<b>806,522</b>	<b>871,941</b>	<b>65,420</b>	<b>3,323,047</b>	<b>3,606,553</b>	<b>283,506</b>	<b>3,263,900</b>
			7.5%			7.9%	
<b>NET OPERATING REV(EXP) EBIDA</b>	<b>(83,392)</b>	<b>76,947</b>	<b>(160,339)</b>	<b>724,592</b>	<b>743,328</b>	<b>(18,737)</b>	<b>946,610</b>
			-208.4%			-2.5%	
<b>NON-OPERATING REVENUE/(EXPENSE)</b>							
Donations-IVCH	13,500	-	13,500	13,500	-	13,500	14,557
Gain/ (Loss) on Sale	-	-	-	-	-	-	-
Depreciation	(56,856)	(56,857)	1	(249,686)	(227,427)	(22,259)	(257,106)
<b>TOTAL NON-OPERATING REVENUE/(EXP)</b>	<b>(43,356)</b>	<b>(56,857)</b>	<b>13,501</b>	<b>(236,186)</b>	<b>(227,427)</b>	<b>(8,759)</b>	<b>(242,549)</b>
			-23.7%			-3.9%	
<b>EXCESS REVENUE/(EXPENSE)</b>	<b>\$ (126,748)</b>	<b>\$ 20,090</b>	<b>\$ (146,838)</b>	<b>\$ 488,406</b>	<b>\$ 515,901</b>	<b>\$ (27,495)</b>	<b>\$ 704,061</b>
			-730.9%			-5.3%	
<b>RETURN ON GROSS REVENUE EBIDA</b>	<b>-6.4%</b>	<b>5.0%</b>	<b>-11.4%</b>	<b>11.1%</b>	<b>10.6%</b>	<b>0.5%</b>	<b>11.3%</b>

**Tahoe Forest Hospital District  
Statement of Cash Flow  
October 2017**

To be distributed at a later date.



## Board Informational Report

**By: Harry Weis**  
CEO

**DATE: 1/16/18**

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Our patient volumes have been lower to date this fiscal year due to a significantly lighter snowfall, compared to last year. We should not count out the amount of snowfall we might receive or its impact upon us until probably late June.

We are experiencing a much higher level of flu patients this year. This is a state and national experience as well. The payor mix and financial impact of flu patients is different and less impactful than a strong snow season here.

In recent weeks we have been meeting with prospective Neurology physicians, ENT physicians and others as well. We are continuing to adapt and grow our methods to recruit and retain physicians. Being flexible is a key attribute as our team works in this very highly competitive area.

Our team and leadership remains heavily focused on many important work flows and operational details from our November 1 “go live” of our EPIC electronic health record and two companion business software applications. There are still important opportunities for improvement and continued development. We still have much hard work to rapidly complete here.

Our Project Management team is working closely with senior leadership on the very long list of important projects still to be completed that are critical for an effective and efficient healthcare system going forward. This list of very important projects touches many supervisors, managers and staff in this organization, so carefully prioritizing the most important of these 40 plus projects is a large effort for senior leadership. It does appear that our organization will be at a maximum level of urgent essential complex change for several years into the future. We want to be practical, realistic and sensitive as to what is the safe maximum to accomplish each year. Compared to many other health systems I have seen, we seem to have a longer unavoidable list of important change work.

The “go live” of an electronic health record and its related business software is the most profound and largest impacting topic any health system can ever face regardless of size. It has huge impacts to people, capital and operations. It nearly always has a large impact on the bottom line of any health system in that “go live” year as well! To have over 100 hospital staff working on a Saturday in October on critical “pre-go live” work is just one tiny example of the time and cost of many, many days of critical work that has been going on this fiscal year to make this EPIC change successful pre and post go live! We have several teams and taskforces working hard to make sure we achieve optimal performance in all work areas.



I want to thank our dedicated staff and physicians who have generated the improvements to date!

We are continuing to meet with area healthcare system leadership so that we have completed a full circle around our region. Much change lies ahead, so getting to know all of our area providers is critical! We have two different health system visits happening next week and one visit took place last week.

We are in the early stages of kicking off a nine month strategic planning process. More to come on this.

We continue to have a strong focus on improving teamwork across our health system with a solid focus on improving safety, quality and patient satisfaction in all we do!

We also continue to engage in important discussions with our community based primary care medical group. We are looking for win/win ways to develop a single team in our health system of very forward looking, empowered, primary care providers for all residents of the region!



## Board COO Report

**By: Judith B. Newland**

**DATE: January 2018**

**Just Do It” – Demonstrate measurable improvements annually in both Quality and Patient Satisfaction.**

Diagnostic Imaging Services now has the Genius 3D Mammography system available for our patients. The Genius® 3D is state-of-the-art tomosynthesis technology, and the only exam rated by the FDA as superior for women because of:

- Greater accuracy leading to a chance at better, earlier breast cancer detection
- Higher level of detection for breast abnormalities
- Fewer unnecessary callbacks
- Reduces the frequency of false-positives
- Covered by Medicare and many private insurers

Beginning in February Stereotactic 3D Biopsy services will be available in our imaging department with the new Hologic® Affirm™ Breast Biopsy System which offers the following benefits to your patient

- Faster targeting, resulting in shorter patient procedure time
- Reduced time under compression
- Reduced patient dose, as fewer exposures are required
- Easy, 360° access to the breast, enabling access to challenging lesions without repositioning the patient

To continually improve our employee and patient safety, beginning Sunday, February 4<sup>th</sup>, we will begin to lock the front entrance and south entrance (big rock entrance) to the hospital at 7:00pm. New signage will direct patients to enter through the emergency entrance for after hour arrival. Not only will this change increase our employee and patient safety but improve our after hour check in process. This process allows us to know what visitors are in house at TFH during the evening.

In 2017, per new Cal OSHA California regulations, a Workplace Violence Security Assessment was initiated and is in progress that is providing recommendations to improve health system security. This Workplace Violence Security Assessment will assist in developing a workplace violence prevention plan as part of the Health System’s injury and illness prevention plan to protect health care workers and other facility personnel from aggressive and violent behavior. There are recommendations in this assessment that we will be moving forward on. One of the changes that will be occurring is providing onsite non-armed security officers at TFH. This will be a 24/7 service whose responsibilities will include TFH campus security rounds and assisting the emergency department in monitoring behavioral health patients. We will be contracting with an outside vendor for this service, interviews will begin in January.

**Develop solid connections and relationships within the communities we serve.**

IVCH is starting a new Incline Village Wellness Committee. The mission of the Wellness Committee is to help create a wellness culture and environment that makes the healthy choice the easy choice, to improve the health and wellness of IVCH hospital employees and the community through listening to their needs, evaluating current wellness offerings and offering support and encouragement to co-workers and community members. The committee will consist of community members and hospital employees.

## Creating and implementing a New Master Plan

### Construction Update:

- The Master Plan project continues with completing design on the Cancer Center 2<sup>nd</sup> floor and MOB 3<sup>rd</sup> floor. This winter/spring 2018 will be busy with the relocation of administrative offices that are located in the Administrative building in preparation for a parking area.
- Planning has begun on the Fire Alarm Replacement for TFHD. This replacement will touch all departments at TFH.



## Board CNO Report

**By: Karen Baffone, RN, MS**  
Chief Nursing Officer

**DATE: January 2018**

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### **Strategy Two: Choosing and implementing the correct new Electronic Health Record for our system that spans all physician, OP and IP services.**

- This past week Mercy Epic was in the facility and reviewing with both staff and physicians some of the obstacles in work flow from one area of the organization to another
- Sean Melicher continues to be a tremendous support to the staff and physicians as he assists with ongoing training in EPIC.
- Nurses have verbalized increased comfort in the EPIC record as time passes
- Next steps are being taken as we ready ourselves for the Go-Live of Home Health and Hospice.

### **Strategy Six: Just Do IT**

Performance Improvement: Performance improvement plans have all been submitted and we are working to have the dashboard as a part of our regularly scheduled meetings for consistency throughout all departments. This dashboard will be a part of our Shared Governance Model for nursing and will provide a structure for improvement throughout nursing and outpatient departments

Strategic Planning: All areas of the organization that report up through the CNO have completed the first half of our strategic plan as it relates to the six strategies of the organization. Our focus this year will be the integration of services throughout our system to provide a more seamless process of care for our patients. The session was well attended by Directors, Managers, and Supervisors.

Employee Engagement: Nursing forums for all nursing staff and ancillary support have been scheduled for 2018. These forums will continue to focus on improved communication between leadership and the staff. The first forum is scheduled for January 23, 2018.



## Board Informational Report

**By: Jake Dorst**

**DATE:** 01/20/2018

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### **Mercy Epic**

- Clinical Adoption of Epic is going well. Workflow fine tuning is the predominant focus since all workflows have changed. Interdepartmental groups are working heavily on cross department workflows in Epic. The IT Clinical Analysts have been critical to this success and continue to provide a great work effort toward the successful adoption.
- Physician Adoption and satisfaction with Epic and CPOE use is improving with the assistance of experienced and trained Epic support staff-Sean Melicher.
- Epic certification in Clarity for report writing is underway for three IT staff to support our district report needs. This is a three month process requiring advanced database skills.
- Additional Epic training is underway for several clinical IT staff for physician support, lab ongoing build needs and ASAP and Ambulatory advanced support.
- All required data extracts from Epic to various agencies for regulatory, patient satisfaction or required reports are being built with Mercy and automated. These are nearing completion.
- Week of the 15<sup>th</sup> thru 19<sup>th</sup> Mercy made a return trip to help work on operational type processes as well as to help with some build items that have been noticed since Go-Live. The visit was well received and they will make their last of these type visits in March.

### **Closed Projects**

- MediWare
- GE Centricity
- Facilitated Nursing/Post-Acute/Pop health initial strategic planning session.
- Prepared PMO submission for AC Strategic planning retreat.

### **Current Projects**

- Pyxis re-implementation 1/12
- EPIC Stabilization, Work Queue/Workflows/Orders/Referrals/Reports, meeting regulatory requirement for Rx printing and NV regulatory changes.
- Kaufman Hall Axiom Implementation
- Business Intelligence strategic function – benchmarking Mercy team as building function internally.
- Revision to Project Governance Board charter and procedures.
- NTT data CPOE go live
- Fluency for Dictation, issue resolution and expansion

- Centralized scheduling moving forward according to plan, technologically (Genesis) and structurally. Hit 1<sup>st</sup> go live milestone 1/8
- Intranet rebuild project has kicked off.

### **Technical Team**

- IT department working diligently to move everyone off of the roaming desktop to the Tahoe Desktop
- Planning and preparing for the Microsoft exchange server upgrade
- Working on the DNS Server upgrades
- Patching and verifying servers and bios for the Spectre/ Meltdown risks
- Preparing the IT portion of bringing on the practice for Dr. Koch- from Hardware thru data availability



## Board Informational Report

**By: Shawni L. Coll D.O., FACOG**  
Chief Medical Officer

**DATE:** January 15, 2018

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### 1. **GOAL: A complete makeover of our Physician service line**

There are several key full time recruitments on going including GI, Neurology, Orthopedics, ENT, and Family Medicine. We have a Locum's ENT currently going through the credentialing process and we hope to have him here by end of February. Dr. Brooks Rohlen has decided to resign his position as Palliative Care Physician and Medical Director, so we will be starting a search for our palliative care program. Dr. Dickinson (Orthopedics) and Dr. Mancuso (ENT) both left the organization in January. We have finalized an agreement with one Family Medicine physician to start this summer and are in discussions with other candidates to start by the end of this year.

Our centralized access center is up and running with a few key departments. Most departments will be phased into the new system by the end of this summer. The access center will provide improved access for patients and reduce the call volume burden from the clinic staff, improving their ability to provide high quality customer service.

### 2. **GOAL: Electronic Health Record**

Mercy is back this week to help with improving work flows and to have a better understand of the Mercy Epic product for providers and the hospital as a whole. We are working closely with providers and staff to find improve efficiency and speed in the new system.

### 3. **GOAL: New Master Space Plan**

Plans for the first phase of the master plan are in final review. Construction will begin in phases over the next 6 months with new spaces on the 2<sup>nd</sup> floor of the Cancer Center and 3<sup>rd</sup> floor of the MOB completed in early 2019. This will greatly improve outpatient capacity and efficiency.

### 4. **GOAL: Just Do It**

We are moving forward with transitioning to be a High Reliability Organization, which creates an environment in which potential problems are anticipated, detected early, and virtually always responded to early enough to prevent catastrophic consequences. This is another culture shift, so we anticipate it to take time, but this shift will allow us to be a safer organization.







## Board Executive Summary

By: Harry Weis

DATE: 01/22/2018

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### ISSUE:

Petition by the EA and the EAP to affiliate with the American Federation of State, Federal, County and Municipal Employees.

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### BACKGROUND:

There currently are two Employee Organizations representing Tahoe Forest Hospital District employees under the state Meyers-Milias-Brown Act and the District's Employer-Employee Relations Ordinance, Ordinance 85-4 ("EERO"). These organizations, the Tahoe Forest Hospital District Employees' Association ("EA") and Tahoe Forest Hospital District Employees' Association of Professionals ("EAP"), represent most non-management District employees.

The EERO is attached as Item A.

Section 11 of the EERO states that, when an Employee Organization currently representing District employees merges with any other Employee Organization, it must notify the District under procedures set out in EERO Section 6 and a secret ballot election must be conducted under procedures set out in EERO Section 9.

Both the EA and the EAP have notified District management that they recently affiliated with the American Federation of State, Federal, County and Municipal Employees. On December 20, 2017, each filed a petition requesting a secret ballot election as called for by EERO Section 11. Copies of the petitions are attached as Items B and C.

Management has reviewed the petitions and believes that they comply with the requirements of EERO Section 11. The petitions contain all information required under EERO Section 6 except for a separate showing of interest by thirty percent of employees, which management believes is satisfied by the organizations' existing representative certification.

EERO Section 6(D) states that, upon receipt of a petition, management must review the petitions and determine whether the EERO's basic requirements have been met. Management then makes a recommendation to the Board, which in turn takes an up-or-down vote "regarding the validity of the petition."

Management recommends that the Board pass two motions finding (1) that the December 20, 2017, EA affiliation petition is valid under the EERO, Ordinance 85-4, and (2) that the December 20, 2017, EAP affiliation petition is valid under the EERO, Ordinance 85-4.

There are no additional issues to be determined by the Board at this time. If the petitions are deemed valid by the Board, there will be a secret-ballot election conducted by the State Mediation and Conciliation Service. Most non-temporary represented employees who are employed at the time of the election will be eligible to vote; employees unable to be present will receive absentee ballots. Both management and the EA/EAP may contest the eligibility of any voter, with the Board making a final determination on such issues. These procedures are described in EERO Section 9(B) through 9(F).

We hope to schedule an election in the next month to six weeks, though this will ultimately be determined in coordination with the State Mediation and Conciliation Service.

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**ACTION REQUESTED:**

EERO Section 6(D) states that, upon receipt of a petition, management must review the petitions and determine whether the EERO's basic requirements have been met. Management then makes a recommendation to the Board, which in turn takes an up-or-down vote "regarding the validity of the petition."

Management recommends that the Board pass two motions finding (1) that the December 20, 2017, EA affiliation petition is valid under the EERO, Ordinance 85-4, and (2) that the December 20, 2017, EAP affiliation petition is valid under the EERO, Ordinance 85-4.

We hope to schedule an election in the next month to six weeks, though this will ultimately be determined in coordination with the State Mediation and Conciliation Service.

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December 5, 2017

Alex MacLennan  
Chief Human Resources Officer  
Tahoe Forest Hospital District  
P.O. Box 759  
Truckee, CA 96160

**Re: Affiliation Between EAP and AFSCME**

Dear Mr. MacLennan:

As you know, the Tahoe Forest Hospital Employees Association of Professionals (“EAP”) has agreed to affiliate with the American Federation of State, County and Municipal Employees (“AFSCME.”) This letter serves as the affiliated entity’s request for the Hospital to respect the EAP members’ determination to affiliate with AFSCME and to recognize the affiliated entity as the exclusive representative for employees in the Professional bargaining unit.

The EAP and AFSCME have entered into an Affiliation Agreement. On November 15 and 16, the EAP held a vote of its membership on whether the membership agreed to affiliate with AFSCME. The EAP membership overwhelmingly approved the affiliation with 86% of those voting, voting in favor of affiliation. 169 out of 197 members voted, and 146 of those members voted yes. Furthermore, there are many other non-member employees in the bargaining unit that have signed cards in support of the affiliation and who have recently agreed to become members specifically for the purpose of supporting affiliation. There is clearly a supermajority of the bargaining unit who desire affiliation with AFSCME.

Given that this is an internal union matter, and that the employees have the right to determine their representative, we hereby notify you that the EAP/AFSCME is the exclusive representative of the employees in the EAP’s bargaining unit. We look forward to our continued partnership with the Tahoe Forest Hospital District in making Tahoe Forest Hospital the best mountain health system in the nation.

We look forward to hearing from the District regarding its recognition of EAP/AFSCME.

Sincerely,

Juan Abarca-Sanchez  
President, EAP

cc: Tahoe Forest Board of Directors  
enc: EAP/AFSCME Affiliation Agreement

**AFFILIATION AGREEMENT**

**Employees Association of Professionals**

**- and -**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES, AFL-CIO**

**(AFSCME)**

**AFSCME COUNCIL 57**

**October 2017**

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## AFFILIATION AGREEMENT

### PREAMBLE

This agreement is entered into the between the Employees Association of Professionals, an unaffiliated labor organization, which maintains its headquarters in Truckee, California, and the American Federation of State, County and Municipal Employees (AFSCME), the largest union in the AFL-CIO , which maintains it headquarters in Washington, D.C.

WHEREAS, Employees Association of Professionals and AFSCME are dedicated to improving the wages, hours, benefits and conditions of employment of their members through the negotiation and administration of collective bargaining agreements that will promote the well-being of their members and their families;

WHEREAS, Employees Association of Professionals has determined that it is in the best interests of its members to affiliate with AFSCME, which represents more than 1.5 million public service workers nationally and has the facilities, personnel and experience to aid its affiliates in collective bargaining negotiations, organizing campaigns, legislative and political activities, public relations, research and educational programs; and

WHEREAS, AFSCME has determined that the affiliation of Employees Association of Professionals will strengthen and enhance its ability to improve wages, hours and conditions of employment of AFSCME members throughout the United States.

NOW, THEREFORE, Employees Association of Professionals and AFSCME pledge their full cooperation from this day forward to work together in a united effort to improve the well-being of their members and their families by carrying out the terms and conditions of this Agreement.

**ARTICLE I -- AFSCME Local Union Chapter.**

**Section 1.** Upon approval of this Agreement, Employees Association of Professionals shall be affiliated with AFSCME and AFSCME shall charter Employees Association of Professionals as an AFSCME local union.

**Section 2.** As an AFSCME local union, Employees Association of Professionals shall have all the rights, benefits, privileges, and obligations that an AFSCME local union has under the AFSCME Constitution, except as expressly modified by this agreement.

**Section 3.** As an AFSCME local union, Employees Association of Professionals shall have jurisdiction over all bargaining units and other groups of workers represented by Employees Association of Professionals at the time this agreement is approved by the parties. This jurisdiction shall not be changed or modified by AFSCME, except with the approval of Employees Association of Professionals. Additional bargaining units and other groups of workers may be added to Employees Association of Professionals jurisdiction by mutual agreement of the parties.

**Section 4.** As an AFSCME local union, Employees Association of Professionals shall be affiliated with AFSCME Council 57 and shall have all the rights, privileges, benefits and obligations that the AFSCME Council 57 Constitution confers on its affiliated local unions and chapters.

**ARTICLE II -- Full Membership Rights in AFSCME**

**Section 1.** Every regular member of Employees Association of Professionals as defined by Employees Association of Professionals constitution and by-laws shall have full membership rights in AFSCME, consistent with the guarantee set forth in the AFSCME Constitution that any employee represented by Employees Association of Professionals shall be eligible for membership.

Section 2. Employees Association of Professionals members, as members of AFSCME, shall be fully protected by the guarantees set forth in the *Bill of Rights for Union Members* in the AFSCME Constitution.

Section 3. Employees Association of Professionals members, as members of AFSCME, shall be eligible to participate fully in the AFSCME ADVANTAGE Program which provides credit cards, life insurance, home insurance, travel discount, free college benefit and legal service benefits – all at substantial savings to AFSCME members and their families.

Section 4. Employees Association of Professionals and its members will receive AFSCME's membership publications, and other services and publications which AFSCME normally makes available to its affiliates and their members.

**ARTICLE III – As an AFSCME Local Union, Employees Association of Professionals shall receive the Benefits and Protections of the AFL-CIO Constitution.**

Section 1. Immediately upon approval of this agreement, AFSCME shall pay to the AFL-CIO the required per capita tax on each member of Employees Association of Professionals, thereby providing Employees Association of Professionals with the benefits and protections of the AFL-CIO membership, including the "no-raid" and "organizing campaign" protections of Article XX and XXI of the AFL-CIO Constitution.

Section 2. AFSCME will vigorously defend, and pay all costs of defending, the Employees Association of Professionals against raids by another AFL-CIO union.

Section 3. As a Chapter of AFSCME local, Employees Association of Professionals shall be eligible for membership in AFL-CIO State and Local bodies, effective immediately. AFSCME will pay, on behalf of Employees Association of Professionals, the per capita tax required by the State AFL-CIO for full privileges of membership in that organization.



**ARTICLE IV – Status of Employees Association of Professionals Constitution and By-Laws**

**Section 1.** AFSCME hereby approves the constitution and by-laws of Employees Association of Professionals presently in existence, as the initial governing documents of Employees Association of Professionals as an AFSCME affiliate, as modified by the terms of this Agreement.

**Section 2.** Employees Association of Professionals shall have the right to amend its constitution and by-laws, provided that any future amendments shall be subject to, and not in conflict with, the AFSCME Constitution; and provided, further, that any future amendments shall not take effect until reviewed and approved by the AFSCME President in accordance with the review procedures set forth in Article IX of the AFSCME Constitution.

**ARTICLE V – Preservation of the Property, Assets and Autonomy of the Employees Association of Professionals**

**Section 1.** All of the present assets of Employees Association of Professionals are acknowledged to be the property of Employees Association of Professionals and shall remain its property in perpetuity. AFSCME agrees that the name "Employees Association of Professionals" shall remain the property of Employees Association of Professionals.

**Section 2.** The funds and property of Employees Association of Professionals shall remain under the direction and control of the properly constituted officers of Employees Association of Professionals in accordance with its constitution and by-laws, subject to the fiduciary requirements of the AFSCME Constitution and the *AFSCME Financial Standards Code*, which are incorporated herein by reference.

**Section 3.** As an AFSCME affiliate, Employees Association of Professionals shall retain its separate identity and shall have full autonomy in the conduct of its affairs, subject to the provisions of this agreement. Employees Association of Professionals autonomy shall include, but it is not limited to, the right to select its officers and

representatives, the right to make its own decisions regarding negotiations with employers and the right to ratify or reject collective bargaining agreements by vote of its members.

Section 4. Any and all debts of Employees Association of Professionals whether incurred before or after its affiliation with AFSCME, shall be the sole responsibility of Employees Association of Professionals.

#### ARTICLE VI – DUES AND PER CAPITA TAX PAYMENTS TO AFSCME

Section 1. As an AFSCME local union, Employees Association of Professionals agrees to be bound by all provisions of the AFSCME Constitution concerning dues and per capita tax payments, including the obligation to pay monthly per capita taxes to AFSCME and AFSCME Council 57, on behalf of all members of Employees Association of Professionals, as well as persons making payments to the Employees Association of Professionals in lieu of dues under an agency shop or similar provision.

Section 2. As soon as practicable following the execution of this agreement, Employees Association of Professionals agrees to notify employers that all dues and other remittances due Employees Association of Professionals should be transmitted directly to AFSCME Council 57. Consistent with the applicable provisions of the AFSCME Constitution and *AFSCME Financial Standards Code*, AFSCME Council 57 will make all constitutionally-required dues and per capita tax payments for Employees Association of Professionals and then transmit the balance to Employees Association of Professionals on a monthly basis.

Section 4. In recognition of the fact that Employees Association of Professionals dues are now below the minimum dues for an AFSCME local union, AFSCME agrees that Employees Association of Professionals shall be permitted a grace period to bring its dues rate into compliance with the AFSCME Constitution, consistent with the following schedule.

<b>Time Period:</b>	<b>Dues Rate:</b>
1 <sup>st</sup> day of affiliation through 2017	0.3%
June 1, 2018	0.5%
June 1, 2019	0.7%
June 1, 2020 through the 4-year anniversary date of affiliation.	0.8%
After 4-year anniversary date	0.9% (full rate)

The "full rate" assumed by the Employees Association of Professionals at the four (4) year anniversary date of affiliation shall be that of the new dues rate.

**ARTICLE VII – AFSCME Assistance to Employees Association of Professionals**

Section 1. As an affiliate of AFSCME, Employees Association of Professionals is entitled to all the resources and services which AFSCME normally provides to AFSCME local unions. These include, but are not limited to, assistance in negotiating and administering collective bargaining agreements, supporting organizing campaigns, providing political action, public relations, and research assistance, assistance in accounting services, supporting legislative and administrative advocacy, and such other additional services and resources as are customarily provided to AFSCME local unions and chapters.

Section 2. At the request of Employees Association of Professionals of Professionals, AFSCME will assist in the development and implementation of an internal organizing program designed to increase membership participation in Employees Association of Professionals and to strengthen the local.

Section 3. At the request of Employees Association of Professionals of Professionals, AFSCME will provide educational programs for officers, stewards, and members of Employees Association of Professionals.

**ARTICLE VIII – Settlement of Disputes**

Section 1. Disputes concerning interpretation and enforcement of the terms and conditions of this Agreement shall be settled in the first instance by good faith discussion between the parties. Disputes unresolved by such discussions, upon the request of either party, shall be referred to final and binding arbitration under the rules of the American Arbitration Association, with costs borne equally by the parties.

Section 2. District of Columbia law shall be used to resolve legal disputes, as needed.

**ARTICLE IX – Term of Agreement and Amendments**

Section 1. The parties have agreed that the intent of this Agreement is full affiliation, the affiliation shall be permanent subject to section 3 below and shall be effective immediately upon approval as defined in Article X below.

Section 2. This agreement may be modified by mutual agreement of the parties. Any such modifications must be in writing to be effective.

Section 3. Opt-Out Right. Employees Association of Professionals retains the right to opt out of permanent continued affiliation with AFSCME and to terminate this Agreement effective April 15, 2021, subject to all of the following conditions:

- (a) The Employees Association of Professionals' Board of Directors must notify AFSCME of its intent to invoke this section and opt out of this Agreement on September 1, 2020;
- (b) Immediately upon such notice, AFSCME representatives (3 total) shall be allowed access to any and all Union meetings held by Employees Association of Professionals, its subordinate bodies and affiliated entities;
- (c) Following and subsequent to notice by Employees Association of Professionals to AFSCME of its intent to opt out of this Agreement, the Employees Association

of Professionals' Board of Directors must then resolve to invoke this Section and call for a vote of the membership;

(d) A majority vote of the membership against the continued partnership and affiliation shall be required to exercise the opt-out right granted by this Section;

(e) AFSCME shall be provided with the list of eligible voters no less than ninety (90) days prior to an election pursuant to this Section;

(f) The ballot shall read, "Do you wish to continue with the partnership and affiliation of Employees Association of Professionals and AFSCME?"

(g) In the event that a majority of the membership votes against the continued affiliation of Employees Association of Professionals with AFSCME, this Agreement terminates on April 15, 2021;


(h) Any election pursuant to this Section shall be conducted by live secret ballot and supervised by the American Arbitration Association. All election and supervision costs shall be equally shared by the Parties. Noncompliance with any of the above conditions shall constitute a waiver of the opt-out right described in this Section and result in the invalidation of any election results.

**ARTICLE X - Effective Date**

This agreement shall become effective upon the date it is approved by the parties in accordance with their respective approval procedures.

AGREED TO THIS 19 day of October, 2017 by the authorized representatives of AFSCME and the Employees Association of Professionals.

**AFSCME, AFL-CIO**

By:   
Lee Saunders  
AFSCME President

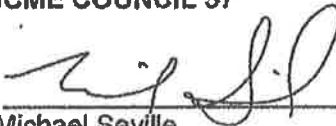
By:   
Elissa McBride  
AFSCME Secretary-Treasurer

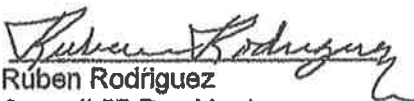
**Employees Association of Professionals of Professionals**

By:   
Juan Abarca-Sanchez  
EAP President

By:  PA-C  
EAP Board Member

**AFSCME COUNCIL 57**

By:   
Michael Seville  
Council 57 Director

By:   
Ruben Rodriguez  
Council 57 President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is an integral part of the Affiliation Agreement entered between Employee's Association of Professionals and AFSCME.

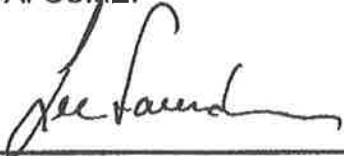
Pursuant to Article IV of the Affiliation Agreement, the Association's current constitution and bylaws will become the initial governing documents of the Association as an AFSCME affiliate. However, certain provisions of the Association's constitution and bylaws conflict with the provisions of the AFSCME International Constitution.

Accordingly, AFSCME and the Association agree that the Association's constitution and bylaws will be amended and duly adopted by the Association within 12 months of the effective date of the Affiliation Agreement, in order to be consistent with the AFSCME Constitution. AFSCME will assist the Association in preparing the amendments.

Alternatively, within 12 months of the effective date of the Affiliation Agreement, if the Association chooses to be chartered with the Tahoe Forest Employee's Association of Professionals of Tahoe Forest Hospital as a combined local, AFSCME will assist the Association in the process and in the preparation of the local constitution which will be in accordance with the AFSCME Constitution.

Agreed to by the following duly authorized representatives:

For AFSCME:



LEE SAUNDERS  
President

11/28/17

Date

For Employees Association of Professionals:



President

11/27/17

Date



December 5, 2017

Alex MacLennan  
Chief Human Resources Officer  
Tahoe Forest Hospital District  
P.O. Box 759  
Truckee, CA 96160

**Re: Affiliation Between EA and AFSCME**

Dear Mr. MacLennan:

As you know, the Tahoe Forest Hospital Employees Association (“EA”) has agreed to affiliate with the American Federation of State, County and Municipal Employees (“AFSCME.”) This letter serves as the affiliated entity’s request for the Hospital to respect the EA members’ determination to affiliate with AFSCME and to recognize the affiliated entity as the exclusive representative for employees in the Professional bargaining unit.

The EA and AFSCME have entered into an Affiliation Agreement. On November 15 and 16, the EA held a vote of its membership on whether the membership agreed to affiliate with AFSCME. The EA membership overwhelmingly approved the affiliation with 93% of those voting, voting in favor of affiliation. 175 out of 214 members voted, and 165 of those members voted yes. Furthermore, there are many other non-member employees in the bargaining unit that have signed cards in support of the affiliation and who have recently agreed to become members specifically for the purpose of supporting affiliation. There is clearly a supermajority of the bargaining unit who desire affiliation with AFSCME.

Given that this is an internal union matter, and that the employees have the right to determine their representative, we hereby notify you that the EA/AFSCME is the exclusive representative of the employees in the EA’s bargaining unit. We look forward to our continued partnership with the Tahoe Forest Hospital District in making Tahoe Forest Hospital the best mountain health system in the nation.

We look forward to hearing from the District regarding its recognition of EA/AFSCME.

Sincerely,

Barbara Wong  
President, EA

cc: Tahoe Forest Board of Directors  
enc: EA/AFSCME Affiliation Agreement



**AFFILIATION AGREEMENT**

**Employees Association**

**- and -**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES, AFL-CIO**

**(AFSCME)**

**AFSCME COUNCIL 57**

**October 2017**

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## AFFILIATION AGREEMENT

### PREAMBLE

This agreement is entered into between the Employees Association, an unaffiliated labor organization, which maintains its headquarters in Truckee, California, and the American Federation of State, County and Municipal Employees (AFSCME), the largest union in the AFL-CIO, which maintains its headquarters in Washington, D.C.

WHEREAS, Employees Association and AFSCME are dedicated to improving the wages, hours, benefits and conditions of employment of their members through the negotiation and administration of collective bargaining agreements that will promote the well-being of their members and their families;

WHEREAS, Employees Association has determined that it is in the best interests of its members to affiliate with AFSCME, which represents more than 1.5 million public service workers nationally and has the facilities, personnel and experience to aid its affiliates in collective bargaining negotiations, organizing campaigns, legislative and political activities, public relations, research and educational programs; and

WHEREAS, AFSCME has determined that the affiliation of Employees Association will strengthen and enhance its ability to improve wages, hours and conditions of employment of AFSCME members throughout the United States.

NOW, THEREFORE, Employees Association and AFSCME pledge their full cooperation from this day forward to work together in a united effort to improve the well-being of their members and their families by carrying out the terms and conditions of this Agreement.

**ARTICLE I -- AFSCME Local Union Chapter.**

**Section 1.** Upon approval of this Agreement, Employees Association shall be affiliated with AFSCME and AFSCME shall charter Employees Association as an AFSCME local union.

**Section 2.** As an AFSCME local union, Employees Association shall have all the rights, benefits, privileges, and obligations that an AFSCME local union has under the AFSCME Constitution, except as expressly modified by this agreement.

**Section 3.** As an AFSCME local union, Employees Association shall have jurisdiction over all bargaining units and other groups of workers represented by Employees Association at the time this agreement is approved by the parties. This jurisdiction shall not be changed or modified by AFSCME, except with the approval of Employees Association. Additional bargaining units and other groups of workers may be added to Employees Association jurisdiction by mutual agreement of the parties.

**Section 4.** As an AFSCME local union, Employees Association shall be affiliated with AFSCME Council 57 and shall have all the rights, privileges, benefits and obligations that the AFSCME Council 57 Constitution confers on its affiliated local unions and chapters.

**ARTICLE II -- Full Membership Rights in AFSCME**

**Section 1.** Every regular member of Employees Association as defined by Employees Association constitution and by-laws shall have full membership rights in AFSCME, consistent with the guarantee set forth in the AFSCME Constitution that any employee represented by Employees Association shall be eligible for membership.

**Section 2.** Employees Association members, as members of AFSCME, shall be fully protected by the guarantees set forth in the *Bill of Rights for Union Members* in the AFSCME Constitution.

Section 3. Employees Association members, as members of AFSCME, shall be eligible to participate fully in the AFSCME ADVANTAGE Program which provides credit cards, life insurance, home insurance, travel discount, free college benefit and legal service benefits -- all at substantial savings to AFSCME members and their families.

Section 4. Employees Association and its members will receive AFSCME's membership publications, and other services and publications which AFSCME normally makes available to its affiliates and their members.

**ARTICLE III -- As an AFSCME Local Union, Employees Association shall receive the Benefits and Protections of the AFL-CIO Constitution.**

Section 1. Immediately upon approval of this agreement, AFSCME shall pay to the AFL-CIO the required per capita tax on each member of Employees Association, thereby providing Employees Association with the benefits and protections of the AFL-CIO membership, including the "no-raid" and "organizing campaign" protections of Article XX and XXI of the AFL-CIO Constitution.

Section 2. AFSCME will vigorously defend, and pay all costs of defending, the Employees Association against raids by another AFL-CIO union.

Section 3. As a Chapter of AFSCME local, Employees Association shall be eligible for membership in AFL-CIO State and Local bodies, effective immediately. AFSCME will pay, on behalf of Employees Association, the per capita tax required by the State AFL-CIO for full privileges of membership in that organization.

**ARTICLE IV -- Status of Employees Association Constitution and By-Laws**

Section 1. AFSCME hereby approves the constitution and by-laws of Employees Association presently in existence, as the initial governing documents of Employees Association as an AFSCME affiliate, as modified by the terms of this Agreement.

**Section 2.** Employees Association shall have the right to amend its constitution and by-laws, provided that any future amendments shall be subject to, and not in conflict with, the AFSCME Constitution; and provided, further, that any future amendments shall not take effect until reviewed and approved by the AFSCME President in accordance with the review procedures set forth in Article IX of the AFSCME Constitution.

**ARTICLE V – Preservation of the Property, Assets and Autonomy of the Employees Association**

**Section 1.** All of the present assets of Employees Association are acknowledged to be the property of Employees Association and shall remain its property in perpetuity. AFSCME agrees that the name "Employees Association" shall remain the property of Employees Association.

**Section 2.** The funds and property of Employees Association shall remain under the direction and control of the properly constituted officers of Employees Association in accordance with its constitution and by-laws, subject to the fiduciary requirements of the AFSCME Constitution and the *AFSCME Financial Standards Code*, which are incorporated herein by reference.

**Section 3.** As an AFSCME affiliate, Employees Association shall retain its separate identity and shall have full autonomy in the conduct of its affairs, subject to the provisions of this agreement. Employees Association autonomy shall include, but it is not limited to, the right to select its officers and representatives, the right to make its own decisions regarding negotiations with employers and the right to ratify or reject collective bargaining agreements by vote of its members.

**Section 4.** Any and all debts of Employees Association whether incurred before or after its affiliation with AFSCME, shall be the sole responsibility of Employees Association.

**ARTICLE VI – DUES AND PER CAPITA TAX PAYMENTS TO AFSCME**

Section 1. As an AFSCME local union, Employees Association agrees to be bound by all provisions of the AFSCME Constitution concerning dues and per capita tax payments, including the obligation to pay monthly per capita taxes to AFSCME and AFSCME Council 57, on behalf of all members of Employees Association, as well as persons making payments to the Employees Association in lieu of dues under an agency shop or similar provision.

Section 2. As soon as practicable following the execution of this agreement, Employees Association agrees to notify employers that all dues and other remittances due Employees Association should be transmitted directly to AFSCME Council 57. Consistent with the applicable provisions of the AFSCME Constitution and *AFSCME Financial Standards Code*, AFSCME Council 57 will make all constitutionally-required dues and per capita tax payments for Employees Association and then transmit the balance to Employees Association on a monthly basis.

Section 4. In recognition of the fact that Employees Association dues are now below the minimum dues for an AFSCME local union, AFSCME agrees that Employees Association shall be permitted a grace period to bring its dues rate into compliance with the AFSCME Constitution, consistent with the following schedule.

<b>Time Period:</b>	<b>Dues Rate:</b>
1 <sup>st</sup> day of affiliation	0.3%
June 1, 2018	0.5%
June 1, 2019	0.7%
June 1, 2020 through the 4-year anniversary date of affiliation.	0.8%
After 4-year anniversary date	0.9% (full rate)

The "full rate" assumed by the Employees Association at the four (4) year anniversary date of affiliation shall be that of the new dues rate.

**ARTICLE VII – AFSCME Assistance to Employees Association**

**Section 1.** As an affiliate of AFSCME, Employees Association is entitled to all the resources and services which AFSCME normally provides to AFSCME local unions. These include, but are not limited to, assistance in negotiating and administering collective bargaining agreements, supporting organizing campaigns, providing political action, public relations, and research assistance, assistance in accounting services, supporting legislative and administrative advocacy, and such other additional services and resources as are customarily provided to AFSCME local unions and chapters.

**Section 2.** At the request of Employees Association, AFSCME will assist in the development and implementation of an internal organizing program designed to increase membership participation in Employees Association and to strengthen the local.

**Section 3.** At the request of Employees Association, AFSCME will provide educational programs for officers, stewards, and members of Employees Association.

**ARTICLE VIII – Settlement of Disputes**

**Section 1.** Disputes concerning interpretation and enforcement of the terms and conditions of this Agreement shall be settled in the first instance by good faith discussion between the parties. Disputes unresolved by such discussions, upon the request of either party, shall be referred to final and binding arbitration under the rules of the American Arbitration Association, with costs borne equally by the parties.

**Section 2.** District of Columbia law shall be used to resolve legal disputes, as needed.



**ARTICLE IX – Term of Agreement and Amendments**

**Section 1.** The parties have agreed that the intent of this Agreement is full affiliation, the affiliation shall be permanent subject to section 3 below and shall be effective immediately upon approval as defined in Article X below.

**Section 2.** This agreement may be modified by mutual agreement of the parties. Any such modifications must be in writing to be effective.

**Section 3. Opt-Out Right.** Employees Association retains the right to opt out of permanent continued affiliation with AFSCME and to terminate this Agreement effective April 15, 2021, subject to all of the following conditions:

- (a) The Employees Association Board of Directors must notify AFSCME of its intent to invoke this section and opt out of this Agreement on or before September 1, 2020;
- (b) Immediately upon such notice, AFSCME representatives (3 total) shall be allowed access to any and all Union meetings held by Employees Association, its subordinate bodies and affiliated entities;
- (c) Following and subsequent to notice by Employees Association to AFSCME of its intent to opt out of this Agreement, the Employees Association Board of Directors must then resolve to invoke this Section and call for a vote of the membership;
- (d) A majority vote of the membership against the continued partnership and affiliation shall be required to exercise the opt-out right granted by this Section;
- (e) AFSCME shall be provided with the list of eligible voters no less than ninety (90) days prior to an election pursuant to this Section;

(f) The ballot shall read, "Do you wish to continue with the partnership and affiliation of Employees Association and AFSCME?"

(g) In the event that a majority of the membership votes against the continued affiliation of Employees Association with AFSCME, this Agreement terminates on April 15, 2021;

(h) Any election pursuant to this Section shall be conducted by live secret ballot and supervised by the American Arbitration Association. All election and supervision costs shall be equally shared by the Parties. Noncompliance with any of the above conditions shall constitute a waiver of the opt-out right described in this Section and result in the invalidation of any election results.

**ARTICLE X - Effective Date**

This agreement shall become effective upon the date it is approved by the parties in accordance with their respective approval procedures.

AGREED TO THIS 19 day of October, 2017 by the authorized representatives of AFSCME and the Employees Association.

**AFSCME/AFFICIO**

By: 

Lee Saunders  
AFSCME President

By: 

Elissa McBride  
AFSCME Secretary-Treasurer

**AFSCME COUNCIL 57**

By: 

Michael Seville  
Council 57 Director

**Employees Association**

By: 

Barbara Wong  
EA President

By: 

EA Board Member

By: Ruben Rodriguez  
Ruben Rodriguez  
Council 57 President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is an integral part of the Affiliation Agreement entered between Employees Association and AFSCME.

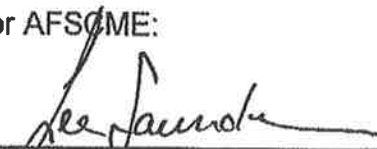
Pursuant to Article IV of the Affiliation Agreement, the Association's current constitution and bylaws will become the initial governing documents of the Association as an AFSCME affiliate. However, certain provisions of the Association's constitution and bylaws conflict with the provisions of the AFSCME International Constitution.

Accordingly, AFSCME and the Association agree that the Association's constitution and bylaws will be amended and duly adopted by the Association within 12 months of the effective date of the Affiliation Agreement, in order to be consistent with the AFSCME Constitution. AFSCME will assist the Association in preparing the amendments.

Alternatively, within 12 months of the effective date of the Affiliation Agreement, if the Association chooses to be chartered with the Employee Association of Professionals of Tahoe Forest Hospital as a combined local, AFSCME will assist the Association in the process and in the preparation of the local constitution which will be in accordance with the AFSCME Constitution.

Agreed to by the following duly authorized representatives:

For AFSCME:

  
\_\_\_\_\_  
LEE SAUNDERS  
President

11/28/17  
Date

For Employees Association:

  
\_\_\_\_\_  
President BARBARA WONG

11/22/17  
Date

TAHOE FOREST HOSPITAL DISTRICT  
EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

85-4

WHEREAS, the primary mission of the Tahoe Forest Hospital District is the provision of full and effective health services to the citizens in the community; and

WHEREAS, the orderly conduct of employee relations matters involving employees of the District is conducive to the fulfillment of the District's primary mission; and

WHEREAS, the adoption of uniform regulations concerning employee relations matters provides a means of assuring the orderly conduct of such matters.

NOW, THEREFORE, the Board of Directors of the Tahoe Forest Hospital District does hereby resolve the following:

Section 1. Purpose

The purpose of the Resolution is to promote sound personnel management and to establish a uniform procedure for determining representation units, certifying employee organizations and decertifying employee organizations and resolving questions concerning representation.

Section 2. Definitions

A. "Certified Employee Organization" means an employee organization which has been certified by the Board of Directors as the exclusive representative of a Representation Unit pursuant to a secret ballot election among employees in an appropriate unit.

B. "Decertification" means the removal of an employee organization as the exclusive representative of a Representation Unit.

C. "Employee" means any individual employed by the Hospital except those persons elected by popular vote.

D. "Employee Organization" means any lawful organization which includes employees of the Hospital and which has as one of its primary purposes representing such employees in their employment relations with the Hospital.

E. "Managerial Employee" means any employee having or exercising independent responsibility for formulating or administering Hospital policies and programs and also means any employee who has the authority to hire, transfer, suspend, layoff, recall, evaluate, promote, discharge, schedule, assign, reward, discipline, direct the work or adjust grievances of other employees or to effectively recommend any of the aforementioned actions.

F. "Professional Employee" means:

(1) any employee engaged in work (i) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (ii) involving the consistent exercise of discretion and judgment in its performance; (iii) of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; (iv) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes; or

(2) any employee who (i) has completed the courses of specialized intellectual instruction and study described in clause (iv) of paragraph (a), and (ii) is performing related work under the supervision of a professional person to qualify himself to become a professional employee as defined in paragraph (a).

G. "Representation Unit" means an appropriate grouping of employees based upon a community of interest among the employees and the efficient operation of the Hospital. Each Representation Unit shall be entitled to select an exclusive representative pursuant to this Resolution.

H. "Confidential Employee" means any employee who has, as part of his/her job duties, access to confidential material regarding the operation of the Hospital.

### Section 3. Employee Rights

Employees shall have the right to form, join and participate in activities of employee organizations of their own choosing for the purpose of representation on all appropriate matters of employee relations, and shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District.

### Section 4. Certified Employee Organization's Rights

A certified employee organization shall have the exclusive right to represent employees in an appropriate bargaining unit regarding wages, hours and other terms and conditions of employment with the District. Except that nothing herein shall limit the right of an employee to represent him/her self in employment matters.

### Section 5. District Rights

A. The rights of the District include, but are not limited to, the exclusive right to determine the mission of the Hospital and its departments; set its standards of service; determine the procedures and standards of selection for employment and promotion; manage its employees and its operations; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of District operations; determine the number, location, and nature of its facilities; determine the methods, means, and personnel by which District operations are to be conducted, including subcontracting;

determine and redetermine the content of job classifications; take any and all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. Nothing in this section or Resolution shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the District by the California District Hospital Act as amended, or other laws regulating, authorizing or empowering the District to act or refrain from acting.

#### Section 6. Petition for Recognition

A. An employee organization that seeks to become the certified employee organization in a Representation Unit shall file a Petition with the Administrator of the Hospital containing the following information and documentation:

- (1) Name and address of the employee organization;
- (2) Names and titles of its officers and authorized representatives;
- (3) A statement that the organization has as one of its primary purposes representing employees in their employment relations;
- (4) Information as to whether the organization is a chapter of, local of, or affiliated directly or indirectly in any manner with any regional, state, national, or international employee organization and, if so, the name and address(es) of such other organization;
- (5) Certified copies of the employee organization's constitution and bylaws and those of any organizations with which it is affiliated or otherwise associated;
- (6) A description of the Representation Unit sought to be represented by the employee organization including relevant job classifications and/or job titles;
- (7) Written proof that the employee organization has in its possession, dated within three months of the date upon which the Petition is filed, that not less than thirty (30) percent of the employees in the Representation Unit have requested that there be an election to determine if a majority of the employees in the Representation Unit wish to be represented by the employee organization;
- (8) A statement that the employee organization wishes to be certified as the exclusive representative of the employees in the unit claimed to be appropriate;
- (9) A designation of those persons, not exceeding two in number, and their addresses, to whom notice, sent by regular United States mail, will be deemed sufficient notice to the employee organization for any purpose;
- (10) A statement that the employee organization has no restriction of membership based upon race, color, creed, sex, age or national origin;
- (11) A declaration under penalty of perjury by the Chief Executive Officer of the organization stating that all of the matters set forth in subsection (1) through (10) above are true and correct.

B. Any change in information required in this section shall be duly filed with the Administrator of the Hospital in the same manner as the information in the original.

C. The withholding or falsification of any information required by this section shall constitute reasonable grounds for the denial of or withdrawal of certification by the District.

D. Upon receipt of the Petition, the Administrator or his designated representative shall review the Petition to determine if the requirements set forth above have been met. The Administrator shall then make a recommendation to the Board of Directors regarding the validity of the Petition.

(1) If the Board of Directors determines that the Petition is not valid, the Petition shall be dismissed without prejudice to refiling.

(2) If the Board determines that the Petition is valid, an election shall be conducted in accordance with the Election Procedure set forth in Section 9.

#### Section 7. Appropriate Representation Units

There shall be two Representation Units at Tahoe Forest Hospital District.

(1) Unit A shall include all professional employees excluding all non-professional, managerial and confidential employees.

(2) Unit B shall include all non-professional employees excluding all professional, managerial and confidential employees.

(3) Nothing herein shall limit the right of one union to represent both units.

#### Section 8. Unit Clarification

A. In the event that a certified employee organization disputes the unit placement of a new job classification, it may file a Unit Clarification Request with the Administrator. Said Request shall include:

(1) The name of the job classification in dispute;

(2) The Representation Unit of the job classification and the unit believed to be appropriate by the employee organization;

(3) A concise statement setting forth the rationale for modifying the unit placement.

B. The Administrator shall forward this request to the Board of Directors along with a recommendation. The Board of Directors shall decide whether to grant the request and modify the unit placement.

#### Section 9. Election Procedure

A. This election procedure shall apply to certification, decertification and merger/affiliation elections.



B. The California State Mediation and Conciliation Service shall conduct the election.

C. All employees in the unit who were employed in the payroll period immediately preceding the date of the election agreement and who received pay from the Hospital during the month preceding the election shall be eligible to vote, except that any employee who has resigned, retired or who was otherwise terminated or placed on indefinite layoff prior to the time of the election, shall not be eligible to vote. Temporary employees shall not be eligible to vote.

D. The Administrator or his designated representative and a representative of the employee organization shall make the arrangements for the election with the State Mediation and Conciliation Service to conduct the election. The election shall be by secret ballot and those employees who are on vacation, leave or otherwise unable to be present for the vote shall be provided absentee ballots.

E. Any party to the election may challenge a voter's eligibility to vote in the election by so notifying the agent from State Conciliation. If the challenged ballot(s) is sufficient to affect the results of the election, the Administrator and the employee organization(s) shall have thirty (30) days to file position statements with the Board of Directors regarding the challenged voter's eligibility to vote. The Board of Directors shall consider both sides and render a final decision on whether the challenged ballot(s) shall be opened and counted.

F. If the employee organization receives a majority vote of employees voting, it shall be certified by the Board of Directors as the exclusive representative of the Representation Unit. Such certification shall not preclude employees from representing themselves individually on employee relations matters of concern to them. If the election is a decertification election, the Board shall revoke the certification of the employee organization if it fails to receive the majority vote of the employees voting.

#### Section 10. Decertification of an Employee Organization

A. A Decertification Petition alleging that the incumbent recognized employee organization no longer represents the employees in an established Representation Unit may be filed with the Administrator at any time after the incumbent employee organization has been recognized by the Hospital for at least one (1) year. Such a Petition shall contain the following information:

(1) The name and/or a description of the established unit and the name of the incumbent employee organization sought to be decertified as the representative of that unit; and

(2) A statement that the incumbent employee organization no longer represents the employees in the unit; and

(3) Proof of employee support that at least thirty (30) percent of the current employees in the unit no longer desire to be represented by the incumbent employee organization. Employee signatures indicating a desire to no longer be represented by the employee organization shall be dated no more than three (3) months prior to the filing of the petition.

B. Upon receipt of the Petition, the Administrator or his designated representative shall review the Petition to determine if the requirements set forth above have been met. The Administrator shall then make a recommendation to the Board of Directors regarding the validity of the Petition.

(1) If the Board of Directors determines that the Petition is not valid, the Petition shall be dismissed without prejudice to refiling.

(2) If the Board determines that the Petition is valid, an election shall be conducted in accordance with the Election Procedure set forth in Section 9.

C. The Administrator may file a Decertification Petition directly with the Board of Directors at any time after the incumbent employee organization has been recognized for at least one (1) year. Such a Petition shall contain the following information:

(1) The name and/or a description of the established unit and the name of the incumbent employee organization sought to be decertified as the representative of that unit; and

(2) A statement that the incumbent employee organization no longer represents a majority of the employees in the unit; and

(3) A statement explaining the objective considerations upon which the conclusion (in sub-paragraph 2) is based.

D. If the Board of Directors determines that there is not sufficient objective consideration to believe that the incumbent employee organization no longer represents a majority of the employees in the unit, it shall dismiss the Petition.

E. If the Board of Directors determines that there is sufficient objective consideration to believe that the incumbent employee organization no longer represents a majority of the employees in the unit, an election shall be conducted in accordance with the Election Procedure set forth in Section 9.

#### Section 11. Mergers/Affiliations

In the event that a certified employee organization either merges with or affiliates with any other employee organization, a secret ballot election shall be conducted in accordance with the provisions set forth in Section 9. The newly created organization shall comply with the requirements set forth in Section 6.

#### Section 12. Separability

If any provision of this Resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

# TAHOE FOREST HOSPITAL DISTRICT

## FIDUCIARY RESPONSIBILITY DELEGATION CHARTER

### I. Purpose and Objectives

The purpose of this Fiduciary Responsibility Delegation Charter (“Charter”) is to guide the **Tahoe Forest Hospital District** (“Plan Sponsor”) in executing its fiduciary responsibilities with respect to the following plan(s) (the “Plan”).

<i>Tahoe Forest Hospital District Eligible Deferred Compensation Plan</i>
<i>Tahoe Forest Hospital District Money Purchase Pension Plan</i>

This Charter defines the fiduciary responsibility of the Plan Sponsor and the delegation of certain rights, powers and duties under the Plan to others as designated by the Plan Sponsor. Fiduciaries who fail to meet the responsibilities delineated herein may be personally liable for breach of fiduciary duty.

However, the Plan Sponsor indemnifies and holds harmless each member of the Retirement Plan Committee (the “Committee”) for an alleged breach of fiduciary duty, except in the case of the delegate’s gross negligence or willful misconduct.

Plan Sponsor’s objectives as they relate to fiduciary responsibility and maintenance and operation of the Plan are to:

- a) Maintain the Plan for the exclusive benefit of participants while avoiding any prohibited transactions and/or conflicts of interest;
- b) Exercise prudence in all respects while executing fiduciary responsibilities;
- c) Diversify designated investment alternatives available to participants under the Plan; and,
- d) Ensure conformity of the Plan’s operations to the Plan document provisions and applicable law.

### II. Fiduciary Authority and Responsibilities Under the Plan

The Plan Sponsor shall bear responsibility for delegating specific fiduciary duties. Certain fiduciary responsibilities shall be delegated by the Plan Sponsor’s Board of Directors (the “Board”) to other persons under and pursuant to this Charter. The Board shall retain decision rights regarding any substantive changes to the Plan that may impact annual Plan costs in excess of a de minimus amount, including changes to eligibility for benefits and/or changes in employer contributions.

Original Adoption Date: Month Day, Year

### **III. Committee Membership**

The Board hereby delegates certain functional fiduciary responsibilities to the Plan Sponsor's Retirement Plan Committee (the "Committee"). The Board shall select Committee members.

- a) The Committee's membership shall include Tahoe Forest Hospital District employees in the following roles, or successor positions as confirmed by the Committee Chair:
  1. Chief Human Resources, as Committee Chair, and;
  2. Chief Executive Officer, and;
  3. Chief Financial Officer, and;
  4. Benefits Coordinator, and;
  5. Additional Members as appointed by the Committee Chair.
- b) The Committee may name a Secretary, an employee who may, but need not be, a Committee member.
- c) If any individual, who is a member of the Committee, ceases to be an employee, then the removal of the Committee member shall occur automatically and without any requirement for action by the Board or any notice to the individual.
- d) Any employee will automatically be added to the Committee upon filling one of the roles above.

### **IV. Committee Procedures**

The Committee shall ensure the execution of certain administrative responsibilities with respect to Plan operations. Such administrative responsibilities shall include:

- a) Committee Chair. The Chair shall be responsible for the preparation of the meeting agenda, meeting materials, and conducting the meeting.
- b) Majority Decisions. Any action of the Committee may be taken by a simple majority of those members qualified to vote, with or without the concurrence of the minority. In the event of a deadlock, the matter shall be decided by the Plan Sponsor.
- c) Delegation to Act in Behalf of Committee. The Committee may delegate to one or more of its members to act on its behalf, to give notice in writing of any action taken by the Committee, and to contract for legal, recordkeeping, accounting, clerical, and other services to carry out the purposes of the Plans. The Committee may appoint such officers and/or subcommittees (the members of which need not be members of the Committee) with such powers as it shall determine and may authorize to execute or deliver on behalf of the Plans.
- d) Committee Rules. Subject to the limitations of the Plans, the Committee shall from time to time establish rules for the administration of the Committee and the transaction of its business, including the times and places for holding meetings, the notices to be given with respect for such meetings and the number of members who shall constitute a quorum for the transaction of business.
- e) Frequency of Meetings. Except to the extent that the Committee shall otherwise determine, meetings of the Committee shall be held at least once each semi-annual period.

- f) Reports to the Board. Periodically, the Committee shall present a report to the Board. Such report shall include a summary of the activities of the Committee respecting the status of the administrative and investment activities of the Plans and such other information as the Committee or the Board deems advisable.

**V. Plan Administrative Responsibilities**

The Plan administrative responsibilities of the Committee shall include, but shall not be limited to, the following:

- a) Require any person to furnish information for the proper administration of the Plans as a condition to receiving benefits.
- b) Make and enforce rules and prescribe procedures for efficient Plan administration.
- c) Maintain all records necessary for Plan administration, other than those maintained by the recordkeeper.
- d) Interpret and construe the Plans and their related documents.
- e) Determine guidelines for the amount of benefits payable and claims for benefits under the Plans.
- f) Designate persons to carry out any fiduciary responsibilities of the Plan Administrator for the Plans.
- g) Executing amendments to Plan documents and/or policies as may be required by changes in applicable law and/or regulation.
- h) Executing amendments to Plan documents as may be required by operational decisions resulting from the Plan Sponsor's changed objectives.
- i) Executing amendments to Plan documents and/or policies as may be required by changes in Plan benefit design approved by the Committee.
- j) Communicate the Plan's provisions to participants as required by applicable law and oversee information provided to participants on the nature and characteristics of the investment alternatives available in the Plans to assist participants with making prudent asset allocation decisions.
- k) Determining employee eligibility to participate in the Plan in accordance with applicable Plan document provisions.
- l) Enrolling participants in the Plan in accordance with applicable Plan document provisions.
- m) Ensuring the timely deposit of participant salary deferrals to the participants' separate accounts under the Plan.
- n) Approving and administering participant loans and distributions in accordance with applicable Plan document provisions.
- o) Preparing and reviewing consolidated financial reporting for the Plan, including governmental reporting.
- p) Maintaining the required fidelity bond.
- q) Providing general oversight of the Plan's compliance with applicable laws and/or regulations.

Original Adoption Date: Month Day, Year

- r) Retaining recordkeepers/administrators, consultants, attorneys, auditors and other advisers to the plan as appropriate to assist with the aforementioned responsibilities.
- s) Monitoring and evaluating the recordkeeper/administrator and other parties hired to perform delegated responsibilities to ensure reasonability of fees and appropriate execution of delegated responsibilities.
- t) Establishing policies and procedures to allocate reasonable expenses incurred by the Plan.

#### **VI. Plan Investment Responsibilities**

The Board hereby delegates certain investment related responsibilities to the Committee. The Committee's investment related responsibilities shall include, but shall not be limited to, the following:

- a) Investment Policy. Develop investment objectives, guidelines and performance measurement standards consistent with the needs of the investments of the Plans as documented in an Investment Policy Statement.
- b) Selection of Investment Managers. Select investment funds for the Plans, ensuring their proper diversification, and monitoring their performance against appropriate benchmarks.
- c) Selection of Default Investment Alternative. Determine the default investment to be used in the event that a participant does not make an investment election.
- d) Monitoring Investments. Provide on-going monitoring with respect to the investments of the Plans in the context of established standards of performance, and taking whatever corrective action is deemed prudent and appropriate if objectives are not being met or if policies and guidelines are not being followed.
- e) Monitoring Fees and Expenses. Monitoring the reasonableness of investment costs passed to Plan participants.
- f) Investment Adviser. Retain independent advisers and investment consultants as appropriate to assist with the aforementioned responsibilities.
- g) Other Responsibilities. The Committee may take such other and further actions with respect to the investments of the Plans as are consistent with this Charter or as are set forth in the documents of the Plans or their related trusts or contracts, or which the Committee determines in its discretion are in the best interests of the Plans and participants.

#### **VII. Construction**

This Charter shall not be interpreted to limit the discretion of the Plan Sponsor. The Plan Sponsor, by its Board, reserves the discretion to make exceptions to this Charter as may be appropriate.

As used herein, the term "participants" shall be deemed to include participants and their beneficiaries, as appropriate.

#### **VIII. Charter Review and Amendment**

This Charter shall be reviewed periodically by the Board and, if appropriate, shall be amended to reflect any relevant changes in the Plan's operations, philosophy and/or objectives, as well as any relevant changes to applicable law.

Original Adoption Date: **Month Day, Year**

**IX. Plan Document Coordination**

In the event of any conflict between the provisions of this Charter, or any delegation of authority made pursuant to this Charter, and the provisions of the Plan document, the terms of the Plan document shall govern.

**X. Fiduciary Responsibility**

The Committee, in the exercise of each and every power or discretion vested in it, shall fulfill their fiduciary responsibilities and discharge their duties, with respect to the plan, solely in the interest of the participants and beneficiaries. The fiduciaries are to perform their duties with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

AS AUTHORIZED BY THE BOARD RESOLUTION DATED **[DATE]**, EXECUTED FOR THE COMMITTEE BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Tahoe Forest Hospital  
Pharmacy Clean Room Upgrades  
OSHPD #S170926-29-00  
Project Summary**

**Facility Name:** Tahoe Forest Hospital  
**Facility Number:** 10377  
**Building Number:** BLD-01678  
**Project Name:** TFH Pharmacy Clean Room Upgrades - KAP Project #201.41

**Summary** The Tahoe Forest Hospital Pharmacy Clean Room Upgrades Project consists of remodeling and upgrades to the existing Hospital pharmacy based upon the recommendations by Controlled Environmental Regulatory Testing Services (CERTS). The project includes installation of test ports, installation of modular glass/aluminum doors, relocation and refinishing of existing walls and ceilings, and interlocking pass through doors.

**Project Size:** 582 square feet  
**Construction Type:** Type 1-A  
**Occupancy:** I-2

1. **Purpose of the Project.** The purpose of the project is to upgrade the existing Pharmacy Clean Room space to meet present and future regulatory requirements of USP 797 and USP 800.
2. **Project Components and Scope.**
  - A. The existing Pharmacy Buffer Room, Chemo/Prep Room, and Anteroom are to have cosmetic upgrades to provide clean room finishes. The Ante-Room to be remodeled to provide a negative pressure unpacking workstation area.
  - B. The completed project will bring the facility into compliance with California Board of Pharmacy regulations 1735 and 1751 for sterile compounding of low and medium risk compounded sterile products and with USP-800 regulations.

End of Summary





**Tahoe Forest Hospital District  
Pharmacy Clean Room Upgrades**

**January 25, 2018**

**Bids Received: December 7, 2017**

**RECOMMENDATION FOR AWARD**

**Pharmacy Clean Room Upgrades**

Construction	\$	614,045
Construction Management	\$	67,545
Owner Furnished Equipment	\$	17,849
Professional Fees	\$	198,093
Administrative Costs	\$	31,528
Contingency/Escalation	10% \$	61,405
<b>Total</b>	<b>\$</b>	<b>990,464</b>

**TOTAL DEVELOPMENT COSTS**

**\$ 990,464**



Tahoe Forest Hospital District  
Pharmacy Clean Room Upgrades

January 25, 2018

Bids Received: December 7, 2017

**COST SUMMARY BREAKDOWN**

Element	Cost / SF	Total	Recommended Contractors
1 General Requirements		\$ 240,081	GGI
2 Sitework/Existing Conditions		\$ 23,945	GGI / Penhall
3 Concrete		\$ -	
4 Masonry		\$ -	
5 Metals		\$ 12,500	Vertical Iron
6 Wood & Plastics		\$ 28,829	The Cabinet Company
7 Thermal & Moisture		\$ 12,380	Tremco
8 Doors and Windows		\$ 40,753	Custom Class, Inc. Contract Flooring/Coffey Building/River City Painting
9 Finishes		\$ 94,110	
10 Specialties		\$ 3,206	
11 Equipment		\$ -	
12 Furnishings		\$ -	
13 Special Construction		\$ -	
14 Conveying Systems		\$ -	
21 Fire Suppression		\$ 4,340	JB Fire Systems
22 Plumbing		\$ 16,996	JW McClenahan Co
23 Mechanical		\$ 105,305	Intech Mechanical / Raglen T&B
26 Electrical		\$ 31,600	Sac Valley
27 Communication		\$ -	
31 Earthwork		\$ -	
32 Exterior Improvements		\$ -	
33 Utilities		\$ -	
Subtotal Construction Hard Costs		\$ 614,045	
Contingency/Escalation	10%	\$ 61,405	
Construction Management		\$ 67,545	
Owner Furnished Equipment		\$ 17,849	
Professional Fees		\$ 198,093	
Administrative Costs		\$ 31,528	
<b>Total Estimated Construction Cost</b>		<b>\$ 990,464</b>	
<b>TOTAL DEVELOPMENT COST</b>		<b>\$ 990,464</b>	



**Tahoe Forest Hospital District  
Pharmacy Clean Room Upgrades  
Recommendation for Award Estimate**

Description	Quantity	UOM	Unit Cost	UOM	Total	Notes
<b>CONSTRUCTION HARD COSTS</b>						
<b>01-01000 GENERAL REQUIREMENTS</b>						
<b>01-01300 Administration Requirements</b>						
1301 Drawing and Reproduction	6.00	MO	50	MO	300	
1302 Shipping/Postage	6.00	MO	20	MO	120	
1311 Project Management (1/2 Time)	6.00	MO	8,600	MO	51,600	
1311 Project Superintendency (Full Time)	6.00	MO	17,200	MO	103,200	
1313 Project Engineer (1/2 Time)	6.00	MO	6,450	MO	38,700	
1313 Project Administrator (1/4 Time)	6.00	MO	1,935	MO	11,610	
1321 Photographic Documentation	1	LS	50	LS	50	
1351 Safety/First/Aid/OSHA	1	LS	25	LS	25	
<b>01-01300 Administration Requirements</b>					<b>205,605</b>	
<b>01-01500 Temporary Facilities</b>						
1522 Temp Toilets	6.00	MO	216	MO	1,296	
1516 Cellular Charges	6.00	MO	250	MO	1,500	
1523 Office Supplies/Equipment	6.00	MO	75	MO	450	
1532 Miscellaneous Rental	6.00	LS	0	LS	-	
1551 Vehicle Fuel/Maintenance	6.00	MO	650	MO	3,900	
<b>01-01500 Temporary Facilities</b>					<b>7,146</b>	
<b>01-01700 Execution Requirements</b>						
1741 Progress Cleaning	1.00	LS	500	LS	500	
1743 Disposal/Off-Haul	6.00	EA	500	EA	3,000	
1744 Final Cleaning	450	SF	1.50	SF	675	
1761 Protection of Finishes	1.50	MO	150	MO	225	
1761 General Labor - Infection Control Monitoring (1/4 Time)	6.00	MO	3,655	MO	21,930	
1761 Closeout Procedures	1	LS	1,000	LS	1,000	
<b>01-01700 Execution Requirements</b>					<b>27,330</b>	
<b>GENERAL REQUIREMENTS</b>					<b>240,081</b>	
<b>02-02000 EXISTING CONDITIONS</b>						
<b>02-40000 Existing Conditions</b>						
02 14 16.13 Temp Partitions/Zip Walls	1	LS	400	LS	400	
02 14 16.13 Infection Control / Maintenance	1	LS	2,500	LS	2,500	
02 14 16.13 Temporary Access / Barriers	1	LS	2,500	LS	2,500	
02 14 16.13 Demolition of interior finishes	1	LS	14,955	LS	14,955	Penhall
02 14 16.13 Cut and Patch at Plumbing Trench	1	LS	3,590	LS	3,590	
<b>02-40000 Existing Conditions</b>					<b>23,945</b>	
<b>EXISTING CONDITIONS</b>					<b>23,945</b>	
<b>05-05000 METALS</b>						
<b>05 12 00 Structural Steel Framing</b>						
05 12 23 Framing at Roof Opening	1	LS	12,500	LS	12,500	Vertical Iron
<b>05 12 00 Structural Steel Framing</b>					<b>12,500</b>	
<b>METALS</b>					<b>12,500</b>	
<b>06-06000 WOODS AND PLASTICS</b>						
<b>06 41 16 P-L Clad Cabinets</b>						
06 40 00 Base Cabinet w/ Drawers, Uppers	1	LS	28,829	LS	28,829	The Cabinet Company
06 40 00 Solid Surface Tops	1	LS	inc above	LS	-	The Cabinet Company
<b>06 41 16 P-L Clad Cabinets</b>					<b>28,829</b>	
<b>WOODS AND PLASTICS</b>					<b>28,829</b>	
<b>07-07000 THERMAL/ MOISTURE PROTECTION</b>						
<b>07 20 00 Thermal Protection</b>						
07 21 16 Thermal Insulation	1	LS	inc gypsum	LS	-	Coffey Building Group
<b>07 20 00 Thermal Protection</b>					<b>-</b>	
<b>07 54 19 Roofing</b>						
07 54 19 Roof Demolition and Patch at Penetrations	1	LS	12,380	LS	12,380	Tremco
<b>07 54 19 Roofing</b>					<b>12,380</b>	
<b>THERMAL/ MOISTURE PROTECTION</b>					<b>12,380</b>	

08-08000 **DOORS AND WINDOWS**

<b>08 40 00 Entrances, Storefronts &amp; Curtain Walls</b>							
08 43 13	Anodized Interior Storefront System	1	LS	40,753	LS	40,753	Custom Class, Inc.
<b>08 40 00</b>	<b>Entrances, Storefronts &amp; Curtain Walls</b>					<b>40,753</b>	

<b>DOORS AND WINDOWS</b>						<b>40,753</b>
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09-09000 **FINISHES**

<b>09 20 00 Plaster &amp; Gypsum Board</b>							
09 22 16	Non-Structural Metal Framing	1	LS	72,520	LS	72,520	Coffey Building Group
09 22 16	Gypsum Board Assemblies	1	LS	inc above	LS	-	Coffey Building Group
<b>09 22 16</b>	<b>Plaster &amp; Gypsum Board</b>					<b>72,520</b>	
<b>09 65 00 Resilient Flooring</b>							
09 65 16	Demolition and Removal of Existing Flooring	1	LS	1,200	LS	1,200	Contract Flooring
09 65 16	Resilient Sheet Flooring and Accessories	1	LS	13,500	LS	13,500	Contract Flooring
<b>09 65 00</b>	<b>Resilient Flooring</b>					<b>14,700</b>	

<b>09 90 00 Painting &amp; Coating</b>							
09 91 13	Interior Painting - Walls/Ceiling	1	LS	6,890	LS	6,890	River City Painting
<b>09 90 00</b>	<b>Painting &amp; Coating</b>					<b>6,890</b>	

<b>FINISHES</b>						<b>94,110</b>
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10-10000 **SPECIALTIES**

<b>10 28 00 Toilet, Bath &amp; Laundry Accessories</b>							
10 2800	PT Dispensers, Soaps, Hand Sanitizers	1	LS	2,526	LS	2,526	
10 2800	Installation	8	MH	85	MH	680	
<b>10 28 00</b>	<b>Toilet, Bath &amp; Laundry Accessories</b>					<b>3,206</b>	

<b>SPECIALTIES</b>						<b>3,206</b>
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21-21000 **FIRE SUPPRESSION**

<b>21 00 00 Fire Suppression</b>							
21 00	Fire Sprinklers/Safe Protect in Place/Relocate if Necessary	1	LS	4,340	LS	4,340	JB Fire Systems
<b>21 00 00</b>	<b>Fire Suppression</b>					<b>4,340</b>	

<b>FIRE SUPPRESSION</b>						<b>4,340</b>
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22-22000 **PLUMBING**

<b>22 00 00 Plumbing</b>							
22 01	Demolition / Safe-Off of Existing Fixture/ Add New	1	LS	16,996	LS	16,996	JW McClenahan Co
<b>22 00 00</b>	<b>Plumbing</b>					<b>16,996</b>	

<b>PLUMBING</b>						<b>16,996</b>
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23-23000 **HEATING VENTILATING AND AIR CONDITIONING**

<b>23-00000 Heating, Ventilating, and Air Conditioning</b>							
23 01	Mechanical Demolition/Cut and Cap/Air Distribution	1	LS	97,650	LS	97,650	Intech Mechanical
23 01	HVAC Controls	1	LS	inc above	LS	Inc.	Intech Mechanical
23 05	Test & Balance	1	LS	7,655.00	LS	7,655	Raglen
<b>23-00000</b>	<b>Heating, Ventilating, and Air Conditioning</b>					<b>105,305</b>	

<b>HEATING VENTILATING AND AIR CONDITIONING</b>						<b>105,305</b>
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26-26000 **ELECTRICAL**

<b>26-00000 Electrical</b>							
26 0100	Electrical Demolition / Safe-Off / New Wiring and Fixtures	1	LS	31,600	LS	31,600	Sac Valley
26 0100	Fire Alarm	1	LS	inc above	LS	-	Sac Valley
<b>26-00000</b>	<b>Electrical</b>					<b>31,600</b>	

<b>ELECTRICAL</b>						<b>31,600</b>
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<b>SUBTOTAL CONSTRUCTION HARD COSTS</b>						<b>614,045</b>
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18-18000 **PROJECT CONTINGENCY**

<b>18-18000 Project Contingency</b>							
1100	Construction Contingency/Escalation	10%	PC	Const Cost	PC	61,405	
<b>18-18000</b>	<b>Project Contingency</b>					<b>61,405</b>	

<b>PROJECT CONTINGENCY</b>						<b>61,405</b>
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<b>19-19000 FEE</b>						
<b>19-19000 Fee</b>						
1100	Construction Management	10%	PC	Const Cost/Const Con	PC	67,545 GGI
<b>19-19000 Fee</b>						<b>67,545</b>
<b>FEE</b>						<b>67,545</b>
<b>TOTAL CONSTRUCTION COSTS</b>						<b>742,994</b>
<b>Total SF</b>	<b>582</b>	<b>Total Construction Costs per SF</b>				<b>1,276.62</b>
<b>SOFT COSTS</b>						
<b>20-20000 EQUIPMENT, FURNITURE, SIGNAGE</b>						
<b>20-20100 Equipment, Furniture, Signage</b>						
1100	Medical Equipment & Furniture	1	LS	16,226	LS	16,226
<b>20-20100 Equipment, Furniture, Signage</b>						<b>16,226</b>
<b>20-20100 Equipment, Furniture, Signage Contingency</b>						
1100	Contingency/Escalation	10%	PC	16,226	PC	1,623
<b>20-20100 Equipment, Furniture, Signage Contingency</b>						<b>1,623</b>
<b>EQUIPMENT, FURNITURE, SIGNAGE</b>						<b>17,849</b>
<b>20-20000 PROFESSIONAL FEES</b>						
<b>020-20103 Professional Fees</b>						
19101	Preconstruction Services / Constructibility Review	1	LS	15,000	LS	15,000 GGI
19101	Public Bid Process	1	LS	20,000	LS	20,000 GGI
20103	Architectural Design - KAP Architects/ CA/ Design	1	LS	63,630	LS	63,630 KAP
20103	KAP Design - Reimbursables/Mileage	1	LS	5,350	LS	5,350 KAP
20103	Structural Design (ADSE)	1	LS	7,762	LS	7,762 KAP
20103	Mechanical / Plumbing Design (Ainsworth)	1	LS	13,150	LS	13,150 KAP
20103	Electrical Engineering (ECOM)	1	LS	12,000	LS	12,000 KAP
20102	Air Flow Monitoring	1	LS	1,255	LS	1,255 CERTS
17003	I.O.R. Testing	6	MOS	7,500	MOS	45,000
17003	Testing and Inspections	1	LS	14,946.25	LS	14,946 H & K
<b>020-20103 Professional Fees</b>						<b>198,093</b>
<b>PROFESSIONAL FEES</b>						<b>198,093</b>
<b>17-17000 ADMINISTRATIVE COST</b>						
<b>017-0000 Administrative Cost</b>						
20102	State Review (OSHDPD)	2.00%	PC	Const/Equip Cost	PC	13,866
17001	General Liability Insurance	1.25%	PC	Gen Req/CM	PC	3,845
17002	Performance/Payment Bonding	1.85%	PC	Const Cost/Cont/CM	PC	13,817
<b>017-0000 Administrative Cost</b>						<b>31,528</b>
<b>17-17000 ADMINISTRATIVE COST</b>						<b>31,528</b>
<b>TOTAL SOFT COSTS</b>						<b>247,470</b>
<b>TOTAL CONSTRUCTION COSTS</b>						<b>742,994</b>
<b>TOTAL SOFT COSTS</b>						<b>247,470</b>
<b>SUBTOTAL DEVELOPMENT COST</b>						<b>990,464</b>
<b>ESTIMATED TOTAL DEVELOPMENT COST</b>						<b>990,464</b>
<b>Total SF</b>	<b>582</b>	<b>Price per SF</b>				<b>1,701.83</b>

**Incline Village Community Hospital**  
**Lab Improvements**  
**Washoe County Permit # WBLD17-102008**  
**Project Summary**

**Facility Name:** Incline Village Community Hospital  
**Address:** 880 Alder Avenue, Incline Village, Nevada, 89451  
**Project Name:** IVCH Lab Improvements- KAP Project #201.18

**Summary** The Incline Village Community Hospital Lab Improvements Project consists of remodeling and upgrades to the existing Hospital Lab Reception, Blood Draw and Specimen Collection Areas and Includes Upgrades to Emergency Room #5. The Project Scope includes Minor Demolition of the Existing Interior Space, New Interior Wall Partitions, Doors, Casework, Finishes, Plumbing and HVAC Upgrades. Scope of Work is Considered Phase 1 of a 2 Phase Project with Phase 2 Consisting of Upgrades to the Clinical Lab at a later date.

**Project Size:** 484 square feet  
**Construction Type:** Type II-A  
**Occupancy:** I-2

1. **Purpose of the Project.** The purpose of the project is to Upgrade and Modernize the Existing Out-Patient Draw Areas and Emergency Room #5 and to Remediate the Heating and Cooling Issues that Exist.

End of Summary



December 21, 2017

## **TAHOE FOREST HOSPITAL DISTRICT**

*IVCH - Lab Improvements Project*

### **STAFF RECOMMENDATIONS ON BIDS/CONTRACTS**

Action #1: Geney-Gassiot, Inc. recommends that the Board of Directors award the following contracts:

- Advanced Installations for asbestos abatement.
- Highland Floors for flooring.
- Reliant Electric for electric.
- Johnson Plumbing for plumbing.
- Raglen System Balance, Inc. for HVAC test/balance.

Action #2: Geney/Gassiot, Inc. requests authorization to dispense with further competitive bidding, and the authority to solicit proposals for Division 6 Casework, Division 8 Doors, Division 9 Framing / Gypsum Assemblies, Division 9 Painting, Division 10 Specialties, to fulfill the recommended project budget of \$74,480.

Action #3: It is recommended that the Board of Directors approve Total Development Cost of \$698,298 inclusive of actions 1-2.



Tahoe Forest Hospital District  
IVCH - Lab Improvements

January 25, 2018

Bids Received: November 16, 2017

**RECOMMENDATION FOR AWARD**

**IVCH - Lab Improvements**

Construction		\$	459,835
Construction Management		\$	50,582
Professional Fees		\$	129,820
Administrative Costs		\$	12,078
Contingency/Escalation	10%	\$	45,983
<b>Total</b>		<b>\$</b>	<b>698,298</b>

**TOTAL DEVELOPMENT COSTS**

<b>\$ 698,298</b>
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Tahoe Forest Hospital District  
IVCH - Lab Improvements

January 25, 2018

Bids Received: November 16, 2017

**COST SUMMARY BREAKDOWN**

Element	Cost / SF	Total	Recommended Contractors
1 General Requirements		\$ 175,289	GGI
2 Sitework/Existing Conditions		\$ 65,772	Advanced Installations / GGI
3 Concrete		\$ 6,600	GGI
6 Wood & Plastics		\$ 25,366	
7 Thermal & Moisture		\$ 1,545	GGI
8 Doors & Windows		\$ 13,830	
9 Finishes		\$ 49,649	Highland Floors
10 Specialties		\$ 9,384	GGI
21 Fire Suppression		\$ 2,500	GGI
22 Plumbing		\$ 26,250	Johnson Plumbing
23 Mechanical		\$ 51,180	Intech Mechanical / Raglen System Balance
26 Electrical		\$ 32,470	Reliant Electrical
27 Communication		\$ -	
Subtotal Construction Hard Costs		\$ 459,835	
Contingency/Escalation	10%	\$ 45,983	
Construction Management		\$ 50,582	
Owner Furnished Equipment		\$ -	
Professional Fees		\$ 129,820	
Administrative Costs		\$ 12,078	
<b>Total Estimated Construction Cost</b>		<b>\$ 698,298</b>	
<b>TOTAL DEVELOPMENT COST</b>		<b>\$ 698,298</b>	



**Tahoe Forest Hospital District  
Incline Village Community Hospital  
Lab Improvements Recommendation for Award  
Estimate**

Description	Quantity	UOM	Unit Cost	UOM	Total	Notes
<b>CONSTRUCTION HARD COSTS</b>						
<b>01-0100 GENERAL REQUIREMENTS</b>						
<b>01-01300 Administration Requirements</b>						
1301 Drawing and Reproduction	5	MO	50	MO	273	
1302 Shipping/Postage	5	MO	20	MO	109	
1311 Project Management (1/4 Time)	5	MO	4,300	MO	23,435	
1311 Project Superintendency (Full Time)	5	MO	17,200	MO	93,740	
1313 Project Engineer (1/2 Time)	5	MO	6,450	MO	35,153	
1313 Project Administrator (1/4 Time)	5	MO	1,935	MO	10,546	
1321 Photographic Documentation	1	LS	50	LS	50	
1351 Safety/FirstAid/OSHA	1	LS	25	LS	25	
<b>01-01300 Administration Requirements</b>					<b>163,330</b>	
<b>01-01500 Temporary Facilities</b>						
1522 Temp Toilets	5	MO	216	MO	1,177	
1516 Cellular Charges	5	MO	250	MO	1,363	
1523 Office Supplies/Equipment	5	MO	75	MO	409	
1551 Vehicle Fuel/Maintenance	5	MO	650	MO	3,543	
<b>Temporary Facilities</b>					<b>6,491</b>	
<b>01-01700 Execution Requirements</b>						
1741 Progress Cleaning	1	LS	1,000	LS	1,000	
1743 Disposal/Off-Haul	1	EA	2,500	EA	2,500	
1744 Final Cleaning	484	SF	2	SF	968	
1761 Protection of Finishes	1	LS	500	LS	500	
1761 Closeout Procedures	1	LS	500	LS	500	
<b>01-01700 Execution Requirements</b>					<b>5,468</b>	
<b>GENERAL REQUIREMENTS</b>					<b>175,289</b>	
<b>02-0000 EXISTING CONDITIONS</b>						
<b>02-40000 Existing Conditions</b>						
02 14 16.13 Selective Demolition	1	LS	22,176	LS	22,176	
1742 Infection Control/Maintenance	1	LS	2,500	LS	2,500	
1761 General Labor	2	MO	13,588	MO	27,176	
02 14 16.13 Asbestos Abatement	1	LS	13,920	LS	13,920	Advanced Installations
<b>02-40000 Existing Conditions</b>					<b>65,772</b>	
<b>EXISTING CONDITIONS</b>					<b>65,772</b>	
<b>03 00 00 CONCRETE</b>						
<b>03 10 00 Concrete Construction</b>						
03 00 00 Concrete Patch	1	LS	6,600.00	LS	6,600	GGI
<b>03 10 00 Concrete Construction</b>					<b>6,600</b>	
<b>CONCRETE</b>					<b>6,600</b>	
<b>06 00 00 WOODS AND PLASTICS</b>						
<b>06 10 00 Rough Carpentry</b>						
06 10 00 Rough Carpentry	1	LS	5,016	LS	5,016	
<b>06 10 00 Rough Carpentry</b>					<b>5,016</b>	
<b>06 40 00 Casework</b>						
06 40 00 P-Lam Cabinets	1	LS	19,300	LS	19,300	
<b>06 40 00 Casework</b>					<b>19,300</b>	
<b>06 83 00 Composite Paneling</b>						
06 83 16 Fiberglass Reinforced Paneling	1	LS	1,050	LS	1,050	
<b>06 83 00 Composite Paneling</b>					<b>1,050</b>	
<b>WOODS AND PLASTICS</b>					<b>25,366</b>	

**07 00 00 THERMAL/ MOISTURE PROTECTION**

<b>07 20 00 Thermal Protection</b>						
07 21 16	Batt Insulation	1	LS	500	LS	500
						500
<b>07 20 00 Thermal Protection</b>						
						500
<b>07 92 00 Joint Sealants</b>						
07 92 19	Acoustical Joint Sealants	1	LS	1,045	LS	1,045
						1,045
<b>07 92 19 Joint Sealants</b>						
						1,045
<b>07 00 00 THERMAL/ MOISTURE PROTECTION</b>						<b>1,545</b>

**08 00 00 DOORS AND WINDOWS**

<b>08 12 00 Metal Frames</b>						
08 12 13	HM Frames / Doors / Hardware - Materials	1	LS	7,085	LS	7,085
08 12 13	HM Frames / Doors / Hardware - Labor	1	LS	2,545	LS	2,545
						9,630
<b>08 12 00 Metal Frames</b>						
						9,630
<b>08 80 00 Glazing</b>						
08 00 00	Interior Windows & Door Lites	1	LS	4,200	LS	4,200
						4,200
<b>08 00 00 Glazing</b>						
						4,200
<b>DOORS AND WINDOWS</b>						<b>13,830</b>

**09 00 00 FINISHES**

<b>09 20 00 Gypsum Board Assemblies</b>						
09 22 16	Metal Framing / Drywall / Acoustical Tile Ceilings	1	LS	33,250	LS	33,250
						33,250
<b>09 22 16 Gypsum Board Assemblies</b>						
						33,250
<b>09 65 00 Resilient Flooring</b>						
09 65 16	Resilient Sheet Flooring	1	LS	6,799	LS	6,799
09 65 16	Moisture Testing	1	LS	1,500	LS	1,500
						8,299
<b>09 65 00 Resilient Flooring</b>						
						8,299
<b>09 90 00 Painting &amp; Coating</b>						
09 91 13	Interior Painting - Walls/Ceiling	1	LS	8,100	LS	8,100
						8,100
<b>09 90 00 Painting &amp; Coating</b>						
						8,100
<b>09 00 00 FINISHES</b>						<b>49,649</b>

**10 00 00 SPECIALTIES**

<b>10 21 00 Specialties</b>						
10 21 13	Specialties - Wall Protection / Accessories	1	LS	5,883	LS	5,883
						5,883
<b>10 21 00 Specialties</b>						
						5,883
<b>10 50 00 Other Specialties</b>						
10 51 26	Lab Equipment - OFCI	1	LS	3,501	LS	3,501
						3,501
<b>10 50 00 Other Specialties</b>						
						3,501
<b>10 00 00 SPECIALTIES</b>						<b>9,384</b>

**21-00000 FIRE SUPPRESSION**

<b>21 07 00 Fire Suppression</b>						
21 07 01	Fire Sprinklers/Safe Protect in Place/Relocate if Necessary	1	LS	2,500	LS	2,500
						2,500
<b>21 07 00 Fire Suppression</b>						
						2,500
<b>21-00000 FIRE SUPPRESSION</b>						<b>2,500</b>

**22-00000 PLUMBING**

<b>22 00 00 Plumbing</b>						
22 01 00	Demolition / Safe-Off of Existing Fixture / Add New	1	LS	21,000	LS	21,000
22 01 00	Alt. 1 - Sink at Exam Room	1	LS	5,250	LS	5,250
						26,250
<b>22-00000 Plumbing</b>						
						26,250
<b>22-00000 PLUMBING</b>						<b>26,250</b>

**23-00000 HEATING VENTILATING AND AIR CONDITIONING**

<b>23-00000 Heating, Ventilating, and Air Conditioning</b>						
23 01 00	Mechanical Demolition / Cut and Cap / Air Distribution / ReHeat Coil	1	LS	45,235	LS	45,235
23 05 93	Test & Balance	1	LS	5,945	LS	5,945
						51,180
<b>23-00000 Heating, Ventilating, and Air Conditioning</b>						
						51,180
<b>HEATING VENTILATING AND AIR CONDITIONING</b>						<b>51,180</b>

**26-00000 ELECTRICAL**

**26-00000 Electrical**

26 01 00	Electrical Demo / New Electrical / Fixtures	1	LS	32,470	LS	32,470	Reliant Electrical
28 05 13	Fire Alarm	1	LS	Inc in above	LS	-	Reliant Electrical
27 15 00	Nurse Call	1	LS	Inc in above	LS	-	Reliant Electrical
<b>26-00000</b>	<b>Electrical</b>					<b>32,470</b>	

<b>ELECTRICAL</b>	<b>32,470</b>
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<b>SUBTOTAL CONSTRUCTION HARD COSTS</b>	<b>459,835</b>
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**18-18000 PROJECT CONTINGENCY**

**18-18000 Project Contingency**

18 00 00	Construction Contingency/Escalation	10%	PC	Const Cost	PC	45,983	
<b>18-18000</b>	<b>Project Contingency</b>					<b>45,983</b>	

<b>PROJECT CONTINGENCY</b>	<b>45,983</b>
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**19-19000 FEE**

**19-19000 Fee**

1100	Construction Management	10%	PC	Const Cost/Const Con	PC	50,582	GGI
<b>19-19000</b>	<b>Fee</b>					<b>50,582</b>	

<b>FEE</b>	<b>50,582</b>
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<b>TOTAL CONSTRUCTION COSTS</b>	<b>556,400</b>
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<b>Total SF</b>	<b>484</b>	<b>Total Construction Costs per SF</b>	<b>1,149.59</b>
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<b>SOFT COSTS</b>	
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**20-20000 PROFESSIONAL FEES**

**020-20000 Professional Fees**

19000	Cost Estimating/Preconstruction Services	1	MOS	6,000.00	MOS	6,000	GGI
19000	Public Bid Process	1	LS	25,000.00	LS	25,000	GGI
17000	Testing & Inspections	1	LS	5,000.00	LS	5,000	H & K
20103	Architectural Design (KAP)	1	LS	52,295.00	LS	52,295	KAP
20103	Structural Design (ADSE)	1	LS	5,775.00	LS	5,775	KAP
20103	Mechanical/Plumbing Design (Ainsworth)	1	LS	13,800.00	LS	13,800	KAP
20103	Electrical Design (ECOM)	1	LS	11,500.00	LS	11,500	KAP
2500	Reimbursables (KAP)	1	LS	7,970.00	LS	7,970	KAP
3400	Agency Fees	1	LS	2,479.76	LS	2,480	
3400	10% Agency Fee Contingencies	10%	PC	0.00	PC	-	
<b>020-20000</b>	<b>Professional Fees</b>					<b>129,820</b>	

<b>PROFESSIONAL FEES</b>	<b>129,820</b>
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**17-17000 ADMINISTRATIVE COST**

**017-17000 Administrative Cost**

1001	General Liability Insurance	0.80%	PC	Gen Req/CM	PC	1,807	
1002	Performance/Payment Bonding	1.84%	PC	Const Cost/Cont/CM	PC	10,271	
<b>017-17000</b>	<b>Administrative Cost</b>					<b>12,078</b>	

<b>17-17000 ADMINISTRATIVE COST</b>	<b>12,078</b>
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<b>TOTAL SOFT COSTS</b>	<b>141,898</b>
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<b>TOTAL CONSTRUCTION COSTS</b>	<b>556,400</b>
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<b>TOTAL SOFT COSTS</b>	<b>141,898</b>
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<b>SUBTOTAL DEVELOPMENT COST</b>	<b>698,298</b>
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<b>ESTIMATED TOTAL DEVELOPMENT COST</b>	<b>698,298</b>
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<b>Total SF</b>	<b>484</b>	<b>Price per SF</b>	<b>1,442.76</b>
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# Tahoe Forest Hospital District Board of Directors

## 2018 Proposed Committee Assignments

### **Officers:**

President – Dale Chamblin  
Vice President – Randy Hill  
Secretary – Alyce Wong, RN  
Treasurer – Chuck Zipkin, MD

### **2018 Board Committee Appointments (Chair in bold):**

Finance Committee:	<b>Zipkin</b> / Brown	Alternate: Chamblin
Executive Compensation Committee:	<b>Wong</b> / Hill	Alternate: Chamblin
Quality Committee:	<b>Wong</b> / Zipkin	Alternate: Hill
Governance Committee:	<b>Hill</b> / Brown	Alternate: Zipkin
Joint Conference Committee:	Chamblin / Hill	
IVCH Foundation:	Zipkin	
TFHS Foundation:	Brown	
TIRHR:	Hill	

**TAHOE FOREST HOSPITAL SYSTEM  
CORPORATE COMPLIANCE PROGRAM  
2018 TFHS WORK PLAN**

Tahoe Forest Hospital System is committed to full compliance with all applicable laws, rules and regulations, and to conduct itself with the highest level of business and community ethics and standards.

**Objectives identified** for focus in the current year relate to the elements of an effective compliance program as defined in the Federal Sentencing Guidelines, items identified in the OIG's ongoing Work Plan, and risk areas identified by the Tahoe Forest Health System.

OBJECTIVE / ACTION	Assigned To	GOAL	ACTION COMPLETION TARGET				STATUS
			1 <sup>ST</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr	
<b>1. Policies &amp; Procedures</b>							
A. Identify, review and revise P&Ps related to Compliance 1. Compliance Violation Reporting, AGOV-12 2. Corporate Compliance Violations Suspected, AGOV-13 3. Corporate Compliance Program TFHD, AGOV-31	CCO/CCA	Policy approval			X		
<b>2. High Level Oversight</b>							
A. Corporate Compliance Officer provides quarterly and annual compliance reports to the Board of Directors. Report. B. Board Evaluation of Corporate Compliance Program C. Compliance Committee Evaluation of Compliance Program	CEO/CCO	Quarterly and Annual report to Board/Evaluation of Compliance Program	X	X	X	X	
<b>3. Education, Training, &amp; Communication</b>							
A. Education and Training to the Code of Conduct (C of C)	CCA	100% completion of C of C training	X				
B. Review and revise Health Stream training content related to compliance and HIPAA	CHR/CCO/CCA	100% completion of Compliance/ HIPAA Training	X	X	X	X	
C. BOD compliance training program	CCO	Annual training at Board of Directors Retreat.		X			
D. Mandatory compliance orientation and training for new Directors, Managers, and Supervisors	CCO/CCA	Training competed within three months of hire.	X	X	X	X	

**TAHOE FOREST HOSPITAL SYSTEM  
CORPORATE COMPLIANCE PROGRAM  
2018 TFHS WORK PLAN**

			ACTION COMPLETION TARGET				STATUS
OBJECTIVE / ACTION	Assigned To	GOAL	1 <sup>ST</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr	
E. Annual compliance training for Directors, Managers and Supervisors	CCA	Annual/Update training			X		
F. Medical staff compliance orientation and compliance training	CCA/Med Staff Dir.	Meet with each new physician	X	X	X	X	
G. Medical Staff annual compliance update	CCO	Annual update completed			X		
H. Bi-monthly communication to staff using the Pacesetter/other methods (Privacy, Non-discrimination, compliance reporting)	CCO/CCA	Articles published	X	X	X	X	
I. Compliance Training for high-risk departments (SNF, HH, Revenue Dept, etc.)	CCO/CCA	Targeted training completed	X	X	X	X	
J. Supplier Code of Conduct	Mat Mgr/CCO/CCA	Distribute to all Vendors	X	X	X	X	
<b>4. Monitoring and Auditing</b>		<b>Audit and Monitoring Source</b>					
		<b>Internal Audit</b>	<b>External Audit</b>	<b>1<sup>ST</sup> Qtr</b>	<b>2<sup>nd</sup> Qtr</b>	<b>3<sup>rd</sup> Qtr</b>	<b>4<sup>th</sup> Qtr</b>
A. Hospital: Patient admission Criteria/appropriate patient status (2 midnight rule)	CNO/CCA	X				X	
B. Hospital: Patient inpatient admission Criteria Certification (CAHS Guidance from CMS)	CNO/CCA	X				X	
C. Hospital: Physician credentialing	CEO/Med Staff Dir		X				X
D. Audit Skilled Nursing Facility Consolidated PPS claims	CNO/Dir Trans Svcs	X					X
E. Review billing for NPs and PAs for incident-to billing compliance	CFO/Dir HIM	X			X		
F. Physician payment audit (Medical Director/Preceptor, MSC physicians, ED on call, Hospitalist)	CCO	X		X	X	X	
G. Employee Access Audit	PRIVACY OFFICER/CCO/CCA	X			X		
H. Hospice Medical record documentation to support claims submission	CNO/Dir of Trans Svcs	X				X	

**TAHOE FOREST HOSPITAL SYSTEM  
CORPORATE COMPLIANCE PROGRAM  
2018 TFHS WORK PLAN**

			ACTION COMPLETION TARGET				STATUS
OBJECTIVE / ACTION	Assigned To	GOAL	1 <sup>ST</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr	
<b>4. Monitor and Audit, con't</b>		<b>Audit and Monitoring Source</b>					
		<b>Internal Audit</b>	<b>External Audit</b>	<b>1<sup>ST</sup> Qtr</b>	<b>2<sup>nd</sup> Qtr</b>	<b>3<sup>rd</sup> Qtr</b>	<b>4<sup>th</sup> Qtr</b>
<b>I.</b> Home Health documentation for PPS, including documentation of face-to-face visits and new COPs (pending release of new COPs)	CNO/CCA	X			X		X
<b>J.</b> Physician Arrangements Audit//Leases/FMV/Use of Terms/Board approval/Timely signatures	CCO/CCA			X			
<b>K.</b> Review all leases with physicians for current FMV and other Stark requirements	CCO		X		X		
<b>L.</b> Medical record documentation and billing for Transitional Care Management/Chronic Care Management	CNO/CCA	X		X			
<b>M.</b> External Audit for Coding for ICD 10	CFO/Dir HIM		X		X		X
<b>N.</b> Annual Compliance Health Stream training (100% staff complete annual system-wide compliance training in Health Stream)	CHR	X			X		Ongoing
<b>O.</b> Annual MSC/Clinic/Hospitalists/Cancer Center E/M billing and medical records audit	CFO/Dir HIM		X	X			
<b>P.</b> Cardiac Rehab Program Clinical Documentation	CNO/CR Prog Dir	X				X	POC Re-audit
<b>Q.</b> Resuscitation charges for newborns	COO/Dir of RT	X			X		POC Re-audit
<b>4. Response, Investigation, Corrective Action, Reporting</b>							
<b>A.</b> Respond, investigate, and follow up all Hotline calls/complaints within 30 days.	CCO	100% within 30 days					Ongoing
<b>B.</b> HIPAA 2017 annual report of unauthorized disclosures to HHS	CFO	Timely Submission	X				
<b>5. Enforcement and Discipline</b>							
<b>A.</b> Enforce Exclusion policy for employees, medical staff and vendors	CHR/CCO	Audit for compliance					Ongoing



**TAHOE FOREST HOSPITAL SYSTEM  
CORPORATE COMPLIANCE PROGRAM  
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			ACTION COMPLETION TARGET				STATUS
OBJECTIVE / ACTION	Assigned To	GOAL	1 <sup>ST</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr	
<b>6. Responding Promptly to Detected Offenses and Undertaking Corrective Action</b>							
A. Respond, investigate, and report to State and Federal authorities for HIPAA and other Compliance issues	CCO/CFO	100% timely completion					Ongoing

DRAFT



## Board Informational Report

**By: Jim Hook**  
Corporate Compliance  
Consultant, The Fox Group

**DATE:** January 25, 2018

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### **2017 Compliance Program 4th Quarter and Annual Report (Open Session)**

The Compliance Committee is providing the Board of Directors (BOD) with a report of the 4th Quarter 2017 Compliance Program activities and 2017 Annual Report (open session). This report assists the BOD to meet its obligations to be knowledgeable about the content and operation of the seven components of the Compliance Program.

OPEN SESSION

Period Covered by Report: **January 1, 2017- December 31, 2017**

Completed by: James Hook, Compliance Consultant, The Fox Group

**1. Written Policies and Procedures**

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

- 1.1.1. False Claims Act AGOV-20
- 1.1.2. Nondiscrimination AGOV-21
- 1.1.3. HIPAA Privacy AGOV-1704
- 1.1.4. HIPAA Violations Sanctions AGOV-1704
- 1.1.5. Revised HIPAA and Security Breach Investigation, Response, and Corrective Action Plans-AGOV-43
- 1.1.6. Code of Conduct completed and published

**2. Compliance Oversight / Designation of Compliance Individuals**

2.1. Corporate Compliance Committee Membership as of December 31, 2017:

- 2.1.1. The Fox Group – Compliance Consultants
- 2.1.2. Judy Newland, RN – Chief Operating Officer
- 2.1.3. Karen Baffone RN- Chief Nursing Officer
- 2.1.4. Harry Weiss – Chief Executive Officer
- 2.1.5. Crystal Betts – Chief Financial Officer
- 2.1.6. Jake Dorst – Chief Information and Innovation Officer
- 2.1.7. Alex MacLennan – Chief Human Resources Officer
- 2.1.8. Matt Mushet – In-house Legal Counsel
- 2.1.9. Stephanie Hanson, RN – Compliance Analyst

2.2. The Compliance Committee completed a self-assessment of the Compliance Program at the end of 2017. The tool covered 78 areas, and the Committee determined 10 of them should be addressed in order to improve the program or documentation

**3. Education & Training**

- 3.1. Three new members of the Board of Directors received a presentation on Compliance Program elements, risk areas for hospitals, and responsibilities of Board members for oversight in 2017.
- 3.2. The Compliance Department furnished Compliance Program training to new directors, managers and supervisors every quarter.
- 3.3. All new employees are oriented to compliance on first day orientation by Compliance Analyst. All employees were also assigned new HIPAA and Compliance Program training via Healthstream in the 4<sup>th</sup> quarter of 2017.

OPEN SESSION

- 3.4. Staff training on Code of Conduct was held in several departments.
- 3.5. Completed code of conduct and annual compliance training for Medical staff.

**4. Effective Lines of Communication/Reporting**

- 4.1. A Compliance log is maintained for all calls to the Compliance Hotline and other reports made to the Compliance Department. Thirty-three reports were made either directly to the Compliance Department or through the hot line.
- 4.2. HIPAA violations are reported to the Privacy Officer. The Privacy Officer maintains a log of reported events and investigations. Fourteen reports were made to the Privacy Officer in 2017.

**5. Enforcing Standards through well-publicized Disciplinary Guidelines**

- 5.1. 95% of Health Stream corporate compliance modules were completed for eligible employees for 2017.
- 5.2. All new staff hires, and newly privileged physicians, receive criminal background checks and are checked against the OIG and GSA list of exclusions prior to hiring/appointment. Members of the Medical Staff are checked against the OIG/GSA exclusion lists each month. All employees are screened against the OIG/GSA exclusion list every quarter. All vendors are checked continuously using the vendor credentialing program.

**6. Auditing & Monitoring**

- 6.1. Twelve audits were completed during 2017 as part of the 2017 corporate compliance work plan. Six audits were deferred into 2018, or were incorporated into compliance investigations.
  - 6.1.1. Home Health documentation for PPS review, including documentation of face-to-face visits: external review of 5 ADRs showed 4 passed; one not paid due to late submission.
  - 6.1.2. Payments to physicians working in the Medical Service Clinics during the period April 1 through June 30, 2017 were reviewed. No discrepancies were found.
  - 6.1.3. Physician payment audit (Medical Director/Preceptor): one payment discrepancy: Physician being paid as MSC Medical Director although agreement expired 01/31/2017.
  - 6.1.4. Physician payment audit (Hospitalists): audit completed for months of June-August; no discrepancies in payments identified
  - 6.1.5. Physician payment audit (ED on call): Audited 3 months (July-Sept 2017); no discrepancies in payments.

OPEN SESSION

- 6.1.6. External Audit for Coding for Emergency Department and Physical Therapy diagnosis coding showed 95.7% accuracy.
- 6.1.7. Physician credentialing process audit completed by an outside consultant; no discrepancies noted.
- 6.1.8. Physician Arrangements Audit/FMV/Use of Terms/Board approval/Timely signatures – completed; no discrepancies found.
- 6.1.9. Two-midnight rule physician documentation – documentation of requirement to stay over 2 midnights completed timely in 95% (19 of 20) charts.
- 6.1.10. Inpatient admission criteria certification – 100% of 20 charts sampled met criteria.
- 6.1.11. External Audit for coding for ICD – completed with follow-up.
- 6.1.12. Hospice Medical record documentation to support claims submission (OIG): Payments in up to 4 of 27 cases have to be refunded through NGS (the billing company), totaling \$30,741.91. Total errors: 7 cases, 4 caught in the audit and three by the billing company.

**7. Responding to Detected Offenses & Corrective Action Initiatives**

- 7.1. Investigations of suspected and actual compliance issues incidents were initiated. Several investigations revealed no violations. Remediation measures included: refunds of overpayments, additional staff training, changes in processes, updated policies and procedures were implemented to prevent further violations.