

TAHOE FOREST HOSPITAL DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
EMERGENCY DEPARTMENT CHAIR

This Agreement is effective on January 1, 2015, by and between Jonathan Laine, M.D. (hereinafter referred to as "DEPARTMENT CHAIR") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates a 25 bed Critical Access Hospital with a 37 bed Skilled Nursing Facility in Truckee, California, a four-bed hospital offering 24-hour emergency services and surgicenter services in Incline Village, Nevada, including its Medical Staff (hereinafter referred to as "MEDICAL STAFF"). DISTRICT desires to enter into an agreement with DEPARTMENT CHAIR to monitor the quality and appropriateness of care provided to residents of the DISTRICT. The DEPARTMENT CHAIR is licensed to practice medicine in the State of California. The DISTRICT is desirous of engaging DEPARTMENT CHAIR to perform such duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. Responsibilities: During the term of this agreement, the DEPARTMENT CHAIR will be responsible for the provision of all services outlined in EXHIBIT A, Medical Staff Bylaws Department Chair Duties, attached hereto and made a part hereof. DEPARTMENT CHAIR shall complete a minimum of 4 hours each month performing the responsibilities of this position.
2. Compensation: DISTRICT shall pay DEPARTMENT CHAIR, Four Hundred Dollars (\$400.00), payable on the 15<sup>th</sup> day of the month immediately following the month which DEPARTMENT CHAIR renders services, so long as DEPARTMENT CHAIR submits the signed Monthly Services Attestation Form attached hereto and incorporated herein as EXHIBIT B.

DISTRICT shall reimburse DEPARTMENT CHAIR for reasonable out-of-pocket expenses incurred by DEPARTMENT CHAIR while performing duties under this Agreement, so long as those expenses comply with DISTRICT policies in place at the time such expenses were incurred.

DISTRICT shall reimburse DEPARTMENT CHAIR for reasonable out-of-pocket expenses incurred as a result of training and education related to the performance of the duties described herein, so long as such expenses have been pre-approved by the Hospital's Chief Executive Officer or designee, and the expenses comply with DISTRICT policies in place at the time such expenses were incurred.

3. Term: Subject to earlier termination as provided hereafter, this agreement shall continue for a period of two (2) years commencing as of the above written date.
4. Termination: This agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:

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

DEPARTMENT CHAIR  
Jonathan Laine, M.D.  
P. O. Box 34015  
Truckee, CA 96161

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United States mail, postage prepaid.

5. Independent Contractor: DEPARTMENT CHAIR shall perform the services and duties required under this agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with, DISTRICT.
6. DISTRICT's Obligations:
  - A. DISTRICT shall provide services to patients according to the DISTRICT/ MEDICAL STAFF policies. DISTRICT retains professional and administrative responsibility for the services rendered.
  - B. Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will provide the DEPARTMENT CHAIR an orientation to the DEPARTMENT CHAIR functions. Additional materials will be provided, as needed, throughout the term of the agreement. The Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will be accessible to the DEPARTMENT CHAIR and will facilitate coordination and continuity of services.
  - C. DISTRICT will ensure the quality and utilization of services in accordance with its quality management program.
  - D. DISTRICT will provide DEPARTMENT CHAIR with any changes to these rules, regulations and standards and allow the DEPARTMENT CHAIR at least thirty (30) days to meet these changes.
7. Compliance With Laws and Regulations: DEPARTMENT CHAIR at all times while performing hereunder shall be licensed to practice medicine in the State of California and/or the State of Nevada will maintain Active Staff privileges on the DISTRICT's Medical Staff. DEPARTMENT CHAIR shall perform duties in a timely manner and in

accordance with DISTRICT policies and Medical Staff Bylaws and Rules and Regulations. In addition, DEPARTMENT CHAIR shall comply with the laws of the State of California, the standards of the Healthcare Facilities Accreditation Program (HFAP), and the Ethics of the American Medical Association and the American Osteopathic Association. DEPARTMENT CHAIR will comply with educational requirements and adhere to personnel qualifications.

8. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that DEPARTMENT CHAIR shall be covered under DISTRICT's comprehensive general liability insurance while performing as DEPARTMENT CHAIR hereunder. DEPARTMENT CHAIR shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the states and approved by the DISTRICT with limits not less than \$1,000,000.
  
9. Access To Books And Records Of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the DEPARTMENT CHAIR will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is governed by the requirements of Public Law 96-+99, Sec 952 (Sec 1861 (v) (1) of the Social Security Act) and the regulation promulgated thereunder.
  
10. Entire Agreement. This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter thereof.

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

TAHOE FOREST HOSPITAL DISTRICT

BY: \_\_\_\_\_  
Robert A. Schapper,  
Chief Executive Officer

DATE: \_\_\_\_\_

EMERGENCY DEPARTMENT CHAIR

BY: \_\_\_\_\_  
Jonathan Laine, M.D.

DATE: \_\_\_\_\_

## EXHIBIT A

### MEDICAL STAFF BYLAWS DEPARTMENT CHAIR DUTIES

#### **.5 DEPARTMENT CHAIR AND VICE CHAIR**

##### **9.5-1 QUALIFICATIONS**

Each department shall have a chair and vice chair who shall be a member of the Active or Senior Active Medical Staff and shall, if required by California hospital licensure regulations, be board certified or board eligible in his/her specialty; and, further, shall be qualified by training, experience and demonstrated ability in at least one of the clinical areas covered by the Department.

##### **9.5-2 SELECTION**

The chair and vice chair shall be elected every year by those members of the Department who are eligible to vote for general officers of the Medical Staff. Nominations shall be made from the floor when the election meeting is held. Vacancies due to any reason shall be filled for the unexpired term through special election by the respective department with such mechanisms as that department may adopt.

##### **9.5-3 TERMS OF OFFICE**

Each department chair and vice chair shall serve a two (2) year term which coincides with the Medical Staff year or until their successors are chosen, unless they shall sooner resign, be removed from office, or lose their Medical Staff membership or privileges in that department. Department officers shall be eligible, without further vote, to succeed themselves, but may not serve more than two consecutive terms in the same office.

##### **9.5-4 REMOVAL**

Department chairs and vice chairs may be removed from office for cause, including but not limited to loss of confidence and support of the members of the Department or failure to cooperatively and effectively perform the responsibilities of his/her office. Recall may be accomplished by a two-thirds vote of the Executive Committee or a two-thirds vote of the Department members eligible to vote on Departmental matters who cast votes.

##### **9.5-5 DUTIES OF DEPARTMENT CHAIR**

Each Department chair shall have the following authority, duties and responsibilities, and the vice chair, in the absence of the chair, shall



assume all of them and shall otherwise perform such duties as may be assigned to him/her:

- (a) act as presiding officer at departmental meetings;
- (b) report to the Executive Committee and to the Chief of Staff regarding all professional and administrative activities within the Department;
- (c) generally monitor the quality of patient care and professional performance rendered by members with clinical privileges in the Department through a planned and systematic process; and oversee the effective conduct of the patient care, evaluation, and monitoring functions delegated to the Department by the Executive Committee. At the discretion of the chair, this function may be delegated to the vice chair;
- (d) develop and implement Departmental programs for retrospective patient care review, on-going monitoring of practice, credentials review and privilege delineation, medical education, utilization review, and quality assessment;
- (e) be a voting member of the Executive Committee, and give guidance on the overall medical policies of the Medical Staff and Hospital and make specific recommendations and suggestions regarding the Department;
- (f) transmit to the Executive Committee the Department's recommendations concerning practitioner appointment and classification, reappointment, criteria for clinical privileges, monitoring of specified services, and corrective action with respect to persons with clinical privileges in the Department;
- (g) endeavor to enforce the Medical Staff Bylaws, Rules, and policies within the Department;
- (h) communicate and implement within the Department actions taken by the Executive Committee;
- (i) participate in every phase of administration of the Department, including making recommendations for space and other resources needed by the Department and cooperating with the nursing service and the Hospital Administration in matters such as personnel, supplies, special regulations, standing orders, and techniques;
- (j) assist in the preparation of such annual reports, including

budgetary planning, pertaining to the Department, as may be required by the Executive Committee; and

- (k) perform such other duties commensurate with the office as may from time to time be requested by the Chief of Staff or the Executive Committee.

#### **9.5-6 DUTIES OF DEPARTMENT VICE CHAIR**

The vice chair shall assume all duties and authority of the chair in the absence of the chair. The vice chair will be the Department representative to the Quality Assessment Committee. Each vice chair shall be principally responsible for quality assessment and utilization review activities within the Department. The vice chair's duties will therefore include serving as a liaison between the Hospital nursing case managers and the concerned individual physician, and as such shall serve as the physician advisor to the quality assessment and nursing case managers for his/her Department.

### **10.3 EXECUTIVE COMMITTEE**

#### **10.3-1 COMPOSITION**

The Executive Committee shall consist of the following persons:

- (a) The officers of the Medical Staff;
- (b) The Department chairs;
- (c) The Chair of the Quality Assessment Committee; and
- (d) The Chief Executive Officer, who may attend on an ex-officio basis without a vote.

#### **10.3-2 DUTIES**

The duties of the Executive Committee shall include, but not be limited to:

- (a) representing and acting on behalf of the Medical Staff in the intervals between Medical Staff meetings, subject to such limitations as may be imposed by these Bylaws;
- (b) coordinating and implementing the professional and organizational activities and policies of the Medical Staff;
- (c) receiving and acting upon reports and recommendations from Medical Staff departments, committees, and assigned activity groups;
- (d) recommending actions to the Board of Directors on matters of a medical-administrative nature;

- (e) recommending the organizational structure of the Medical Staff, the mechanism to review credentials, delineate individual clinical privileges, restrict or terminate privileges or membership and provide fair hearings, the organization of quality assessment activities and mechanisms of the Medical Staff, as well as other matters relevant to the operation of an organized Medical Staff;
- (f) evaluating the medical care rendered to patients in the Hospital as necessary to assure that all patients admitted or treated in any of the Hospital services receive a uniform standard of quality patient care, treatment, and efficiency consistent with generally accepted standards attainable within the Hospital's means and circumstances.
- (g) participating in the development and approval of all Medical Staff and Hospital policies, practice, and planning;
- (h) reviewing the qualifications, credentials, performance and professional competence and character of applicants for both clinical privileges and/or Medical Staff membership, obtaining and considering the recommendations of the concerned departments, and making recommendations to the Board of Directors regarding Medical Staff appointments and reappointments, assignments to departments, clinical privileges, and corrective action;
- (i) taking reasonable steps to promote ethical conduct and quality clinical performance on the part of all those requesting or holding clinical privileges and all members including requiring evaluation of performance whenever there is doubt about a practitioner's ability to perform requested privileges and/or the initiation of and participation in Medical Staff corrective or review measures when warranted;
- (j) taking reasonable steps to develop continuing education activities and programs for the Medical Staff.
- (k) designating such committees as may be appropriate or necessary to assist in carrying out the duties and responsibilities of the Medical Staff and approving or rejecting appointments to those committees by the Chief of Staff;
- (l) reporting to the Medical Staff at each regular Medical Staff meeting;
- (m) assisting in the obtaining and maintenance of accreditation;

- (n) developing and maintaining methods for the protection and care of patients and others in the event of internal or external disaster;
- (o) appointing such special or ad hoc committees as may seem necessary or appropriate to assist the Executive Committee in carrying out its functions and those of the Medical Staff;
- (p) reviewing the quality and appropriateness of services provided by physicians and allied health professionals enjoying agreements with the Hospital;
- (q) reviewing and approving the designation of the Hospital's authorized representative for National Practitioner Data Bank purposes; and
- (r) reviewing and approving the Utilization Review and Quality Assessment Plans.

#### **10.3-3 MEETINGS**

The Executive Committee shall meet as often as necessary, but at least once a month and shall maintain a record of its proceedings and actions.

**EXHIBIT B**



**TAHOE FOREST HOSPITAL DISTRICT  
MONTHLY SERVICE TIME ATTESTATION**

*Physician: Please verify that you have satisfied the minimum hours performed for the services rendered pursuant to your Professional Services Agreement.*

I, \_\_\_\_\_, hereby attest that I personally performed no less than 4 hours during the month of \_\_\_\_\_, 201\_\_ for all services required pursuant to my role as \_\_\_\_\_. I declare that the above statement is true and accurate to the best of my knowledge.

Physician's signature: \_\_\_\_\_ Date \_\_\_\_\_

TAHOE FOREST HOSPITAL DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
ANESTHESIA DEPARTMENT CHAIR

This Agreement is effective on January 1, 2015, by and between Thomas Specht, M.D., Anesthesia Department Chair (hereinafter referred to as "DEPARTMENT CHAIR") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates a 25 bed Critical Access Hospital with a 37 bed Skilled Nursing Facility in Truckee, California, a four-bed hospital offering 24-hour emergency services and surgicenter services in Incline Village, Nevada, including its Medical Staff (hereinafter referred to as "MEDICAL STAFF"). DISTRICT desires to enter into an agreement with DEPARTMENT CHAIR to monitor the quality and appropriateness of care provided to residents of the DISTRICT. The DEPARTMENT CHAIR is licensed to practice medicine in the State of California. The DISTRICT is desirous of engaging DEPARTMENT CHAIR to perform such duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. **Responsibilities**: During the term of this agreement, the DEPARTMENT CHAIR will be responsible for the provision of all services outlined in EXHIBIT A, Medical Staff Bylaws Department Chair Duties, attached hereto and made a part hereof. DEPARTMENT CHAIR shall complete a minimum of 4 hours each month performing the responsibilities of this position.
2. **Compensation**: DISTRICT shall pay DEPARTMENT CHAIR, Four Hundred Dollars (\$400.00), payable on the 15<sup>th</sup> day of the month immediately following the month which DEPARTMENT CHAIR renders services, so long as DEPARTMENT CHAIR submits the signed Monthly Services Attestation Form attached hereto and incorporated herein as EXHIBIT B.

DISTRICT shall reimburse DEPARTMENT CHAIR for reasonable out-of-pocket expenses incurred by DEPARTMENT CHAIR while performing duties under this Agreement, so long as those expenses comply with DISTRICT policies in place at the time such expenses were incurred.

DISTRICT shall reimburse DEPARTMENT CHAIR for reasonable out-of-pocket expenses incurred as a result of training and education related to the performance of the duties described herein, so long as such expenses have been pre-approved by the Hospital's Chief Executive Officer or designee, and the expenses comply with DISTRICT policies in place at the time such expenses were incurred.

3. Term: Subject to earlier termination as provided hereafter, this agreement shall continue for a period of two (2) years commencing as of the above written date.
4. Termination: This agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:

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

DEPARTMENT CHAIR  
Thomas Specht, MD  
P.O. Box 2573  
Truckee, CA 96160

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United States mail, postage prepaid.

5. Independent Contractor: DEPARTMENT CHAIR shall perform the services and duties required under this agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with, DISTRICT.
6. DISTRICT's Obligations:
  - A. DISTRICT shall provide services to patients according to the DISTRICT/ MEDICAL STAFF policies. DISTRICT retains professional and administrative responsibility for the services rendered.
  - B. Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will provide the DEPARTMENT CHAIR an orientation to the DEPARTMENT CHAIR functions. Additional materials will be provided, as needed, throughout the term of the agreement. The Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will be accessible to the DEPARTMENT CHAIR and will facilitate coordination and continuity of services.
  - C. DISTRICT will ensure the quality and utilization of services in accordance with its quality management program.
  - D. DISTRICT will provide DEPARTMENT CHAIR with any changes to these rules, regulations and standards and allow the DEPARTMENT CHAIR at least thirty (30) days to meet these changes.
7. Compliance With Laws and Regulations: DEPARTMENT CHAIR at all times while performing hereunder shall be licensed to practice medicine in the State of California and/or the State of Nevada will maintain Active Staff privileges on the DISTRICT's

Medical Staff. DEPARTMENT CHAIR shall perform duties in a timely manner and in accordance with DISTRICT policies and Medical Staff Bylaws and Rules and Regulations. In addition, DEPARTMENT CHAIR shall comply with the laws of the State of California, the standards of the Healthcare Facilities Accreditation Program (HFAP), and the Ethics of the American Medical Association and the American Osteopathic Association. DEPARTMENT CHAIR will comply with educational requirements and adhere to personnel qualifications.

8. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that DEPARTMENT CHAIR shall be covered under DISTRICT's comprehensive general liability insurance while performing as DEPARTMENT CHAIR hereunder. DEPARTMENT CHAIR shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the states and approved by the DISTRICT with limits not less than \$1,000,000.
  
9. Access To Books And Records Of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the DEPARTMENT CHAIR will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is governed by the requirements of Public Law 96-+99, Sec 952 (Sec 1861 (v) (1) of the Social Security Act) and the regulation promulgated thereunder.
  
10. Entire Agreement. This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter thereof.

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

TAHOE FOREST HOSPITAL DISTRICT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Robert A. Schapper,  
Chief Executive Officer

ANESTHESIA DEPARTMENT CHAIR

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Thomas Specht, M.D.

TFHD PSA Anesthesia Department Chair - Specht



## EXHIBIT A

### **MEDICAL STAFF BYLAWS DEPARTMENT CHAIR DUTIES**

#### **.5 DEPARTMENT CHAIR AND VICE CHAIR**

##### **9.5-1 QUALIFICATIONS**

Each department shall have a chair and vice chair who shall be a member of the Active or Senior Active Medical Staff and shall, if required by California hospital licensure regulations, be board certified or board eligible in his/her specialty; and, further, shall be qualified by training, experience and demonstrated ability in at least one of the clinical areas covered by the Department.

##### **9.5-2 SELECTION**

The chair and vice chair shall be elected every year by those members of the Department who are eligible to vote for general officers of the Medical Staff. Nominations shall be made from the floor when the election meeting is held. Vacancies due to any reason shall be filled for the unexpired term through special election by the respective department with such mechanisms as that department may adopt.

##### **9.5-3 TERMS OF OFFICE**

Each department chair and vice chair shall serve a two year term which coincides with the Medical Staff year or until their successors are chosen, unless they shall sooner resign, be removed from office, or lose their Medical Staff membership or privileges in that department. Department officers shall be eligible, without further vote, to succeed themselves, but may not serve more than two consecutive terms in the same office.

##### **9.5-4 REMOVAL**

Department chairs and vice chairs may be removed from office for cause, including but not limited to loss of confidence and support of the members of the Department or failure to cooperatively and effectively perform the responsibilities of his/her office. Recall may be accomplished by a two-thirds vote of the Executive Committee or a two-thirds vote of the Department members eligible to vote on Departmental matters who cast votes.

##### **9.5-5 DUTIES OF DEPARTMENT CHAIR**

Each Department chair shall have the following authority, duties and responsibilities, and the vice chair, in the absence of the chair, shall assume all of them and shall otherwise perform such duties as may be assigned to him/her:

- (a) act as presiding officer at departmental meetings;
- (b) report to the Executive Committee and to the Chief of Staff regarding all professional and administrative activities within the Department;
- (c) generally monitor the quality of patient care and professional performance rendered by members with clinical privileges in the Department through a planned and systematic process; and oversee the effective conduct of the patient care, evaluation, and monitoring functions delegated to the Department by the Executive Committee. At the discretion of the chair, this function may be delegated to the vice chair;
- (d) develop and implement Departmental programs for retrospective patient care

review, on-going monitoring of practice, credentials review and privilege delineation, medical education, utilization review, and quality assessment;

- (e) be a voting member of the Executive Committee, and give guidance on the overall medical policies of the Medical Staff and Hospital and make specific recommendations and suggestions regarding the Department;
- (f) transmit to the Executive Committee the Department's recommendations concerning practitioner appointment and classification, reappointment, criteria for clinical privileges, monitoring of specified services, and corrective action with respect to persons with clinical privileges in the Department;
- (g) endeavor to enforce the Medical Staff Bylaws, Rules, and policies within the Department;
- (h) communicate and implement within the Department actions taken by the Executive Committee;
- (i) participate in every phase of administration of the Department, including making recommendations for space and other resources needed by the Department and cooperating with the nursing service and the Hospital Administration in matters such as personnel, supplies, special regulations, standing orders, and techniques;
- (j) assist in the preparation of such annual reports, including budgetary planning, pertaining to the Department, as may be required by the Executive Committee; and
- (k) perform such other duties commensurate with the office as may from time to time be requested by the Chief of Staff or the Executive Committee.

#### **9.5-6 DUTIES OF DEPARTMENT VICE CHAIR**

The vice chair shall assume all duties and authority of the chair in the absence of the chair. The vice chair will be the Department representative to the Quality Assessment Committee. Each vice chair shall be principally responsible for quality assessment and utilization review activities within the Department. The vice chair's duties will therefore include serving as a liaison between the Hospital nursing case managers and the concerned individual physician, and as such shall serve as the physician advisor to the quality assessment and nursing case managers for his/her Department.

### **10.3 EXECUTIVE COMMITTEE**

#### **10.3-1 COMPOSITION**

The Executive Committee shall consist of the following persons:

- (a) The officers of the Medical Staff;
- (b) The Department chairs;
- (c) The Chair of the Quality Assessment Committee; and
- (d) The Chief Executive Officer, who may attend on an ex-officio basis without a vote.

### 10.3-2 DUTIES

The duties of the Executive Committee shall include, but not be limited to:

- (a) representing and acting on behalf of the Medical Staff in the intervals between Medical Staff meetings, subject to such limitations as may be imposed by these Bylaws;
- (b) coordinating and implementing the professional and organizational activities and policies of the Medical Staff;
- (c) receiving and acting upon reports and recommendations from Medical Staff departments, committees, and assigned activity groups;
- (d) recommending actions to the Board of Directors on matters of a medical-administrative nature;
- (e) recommending the organizational structure of the Medical Staff, the mechanism to review credentials, delineate individual clinical privileges, restrict or terminate privileges or membership and provide fair hearings, the organization of quality assessment activities and mechanisms of the Medical Staff, as well as other matters relevant to the operation of an organized Medical Staff;
- (f) evaluating the medical care rendered to patients in the Hospital as necessary to assure that all patients admitted or treated in any of the Hospital services receive a uniform standard of quality patient care, treatment, and efficiency consistent with generally accepted standards attainable within the Hospital's means and circumstances.
- (g) participating in the development and approval of all Medical Staff and Hospital policies, practice, and planning;
- (h) reviewing the qualifications, credentials, performance and professional competence and character of applicants for both clinical privileges and/or Medical Staff membership, obtaining and considering the recommendations of the concerned departments, and making recommendations to the Board of Directors regarding Medical Staff appointments and reappointments, assignments to departments, clinical privileges, and corrective action;
- (i) taking reasonable steps to promote ethical conduct and quality clinical performance on the part of all those requesting or holding clinical privileges and all members including requiring evaluation of performance whenever there is doubt about a practitioner's ability to perform requested privileges and/or the initiation of and participation in Medical Staff corrective or review measures when warranted;
- (j) taking reasonable steps to develop continuing education activities and programs for the Medical Staff.
- (k) designating such committees as may be appropriate or necessary to assist in carrying out the duties and responsibilities of the Medical Staff and approving or rejecting appointments to those committees by the Chief of Staff;
- (l) reporting to the Medical Staff at each regular Medical Staff meeting;

- (m) assisting in the obtaining and maintenance of accreditation;
- (n) developing and maintaining methods for the protection and care of patients and others in the event of internal or external disaster;
- (o) appointing such special or ad hoc committees as may seem necessary or appropriate to assist the Executive Committee in carrying out its functions and those of the Medical Staff;
- (p) reviewing the quality and appropriateness of services provided by physicians and allied health professionals enjoying agreements with the Hospital;
- (q) reviewing and approving the designation of the Hospital's authorized representative for National Practitioner Data Bank purposes; and
- (r) reviewing and approving the Utilization Review and Quality Assessment Plans.

**10.3-3 MEETINGS**

The Executive Committee shall meet as often as necessary, but at least once a month and shall maintain a record of its proceedings and actions.

**EXHIBIT B**



**TAHOE FOREST HOSPITAL DISTRICT  
MONTHLY SERVICE TIME ATTESTATION**

*Physician: Please verify that you have satisfied the minimum hours performed for the services rendered pursuant to your Professional Services Agreement.*

I, \_\_\_\_\_, hereby attest that I personally performed no less than 4 hours during the month of \_\_\_\_\_, 201\_\_ for all services required pursuant to my role as \_\_\_\_\_. I declare that the above statement is true and accurate to the best of my knowledge.

Physician's signature: \_\_\_\_\_ Date \_\_\_\_\_

TAHOE FOREST HOSPITAL DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
DIAGNOSTIC IMAGING MEC REPRESENTATIVE

This Agreement is effective on January 1, 2015 by and between Gregory Mohr, M.D., Diagnostic Imaging Representative (hereinafter referred to as "DIAGNOSTIC IMAGING MEC REPRESENTATIVE") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates a 25 bed Critical Access Hospital with a 37 bed Skilled Nursing Facility in Truckee, California, a four-bed hospital offering 24-hour emergency services and surgicenter services in Incline Village, Nevada, including its Medical Staff (hereinafter referred to as "MEDICAL STAFF"). DISTRICT desires to enter into an agreement with DIAGNOSTIC IMAGING MEC REPRESENTATIVE to monitor the quality and appropriateness of care provided to residents of the DISTRICT. The DIAGNOSTIC IMAGING MEC REPRESENTATIVE is licensed to practice medicine in the State of California. The DISTRICT is desirous of engaging DIAGNOSTIC IMAGING MEC REPRESENTATIVE to perform such duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. **Responsibilities:** During the term of this agreement, the DIAGNOSTIC IMAGING MEC REPRESENTATIVE will be responsible for the provision of all services outlined in EXHIBIT A, Medical Staff Bylaws Diagnostic Imaging MEC Representative Duties, attached hereto and made a part hereof. DIAGNOSTIC IMAGING MEC REPRESENTATIVE shall complete a minimum of 4 hours each month performing the responsibilities of this position.
2. **Compensation:** DISTRICT shall pay DIAGNOSTIC IMAGING MEC REPRESENTATIVE, Four Hundred Dollars (\$400.00), payable on the 15<sup>th</sup> day of the month immediately following the month which DIAGNOSTIC IMAGING MEC REPRESENTATIVE renders services, so long as DIAGNOSTIC IMAGING MEC REPRESENTATIVE submits the signed Monthly Services Attestation Form attached hereto and incorporated herein as EXHIBIT B.

DISTRICT shall reimburse DIAGNOSTIC IMAGING MEC REPRESENTATIVE for reasonable out-of-pocket expenses incurred by DIAGNOSTIC IMAGING MEC REPRESENTATIVE while performing duties under this Agreement, so long as those expenses comply with DISTRICT policies in place at the time such expenses were incurred.

DISTRICT shall reimburse DIAGNOSTIC IMAGING MEC REPRESENTATIVE for reasonable out-of-pocket expenses incurred as a result of training and education

related to the performance of the duties described herein, so long as such expenses have been pre-approved by the Hospital's Chief Executive Officer or designee, and the expenses comply with DISTRICT policies in place at the time such expenses were incurred.

3. Term: Subject to earlier termination as provided hereafter, this agreement shall continue for a period of two (2) years commencing as of the above written date.
4. Termination: This agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:

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

DIAGNOSTIC IMAGING  
REPRESENTATIVE ON MEC  
Gregory Mohr, M.D.  
P.O. Box 759  
Truckee, CA 96160

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United States mail, postage prepaid.

5. Independent Contractor: DIAGNOSTIC IMAGING MEC REPRESENTATIVE shall perform the services and duties required under this agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with, DISTRICT.
6. DISTRICT's Obligations:
  - A. DISTRICT shall provide services to patients according to the DISTRICT/ MEDICAL STAFF policies. DISTRICT retains professional and administrative responsibility for the services rendered.
  - B. Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will provide the DIAGNOSTIC IMAGING MEC REPRESENTATIVE an orientation to the DIAGNOSTIC IMAGING MEC REPRESENTATIVE functions. Additional materials will be provided, as needed, throughout the term of the agreement. The Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will be accessible to the DIAGNOSTIC IMAGING MEC REPRESENTATIVE and will facilitate coordination and continuity of services.
  - C. DISTRICT will ensure the quality and utilization of services in accordance with its quality management program.
  - D. DISTRICT will provide DIAGNOSTIC IMAGING MEC REPRESENTATIVE with any changes to these rules, regulations and standards and allow the

DIAGNOSTIC IMAGING MEC REPRESENTATIVE at least thirty (30) days to meet these changes.

7. Compliance With Laws and Regulations: DIAGNOSTIC IMAGING MEC REPRESENTATIVE at all times while performing hereunder shall be licensed to practice medicine in the State of California and/or the State of Nevada will maintain Active Staff privileges on the DISTRICT's Medical Staff. DIAGNOSTIC IMAGING MEC REPRESENTATIVE shall perform duties in a timely manner and in accordance with DISTRICT policies and Medical Staff Bylaws and Rules and Regulations. In addition, DIAGNOSTIC IMAGING MEC REPRESENTATIVE shall comply with the laws of the State of California, the standards of the Healthcare Facilities Accreditation Program (HFAP), and the Ethics of the American Medical Association and the American Osteopathic Association. DIAGNOSTIC IMAGING MEC REPRESENTATIVE will comply with educational requirements and adhere to personnel qualifications.
  
8. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that DIAGNOSTIC IMAGING MEC REPRESENTATIVE shall be covered under DISTRICT's comprehensive general liability insurance while performing as DIAGNOSTIC IMAGING MEC REPRESENTATIVE hereunder. DIAGNOSTIC IMAGING MEC REPRESENTATIVE shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the states and approved by the DISTRICT with limits not less than \$1,000,000.
  
9. Access To Books And Records Of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the DIAGNOSTIC IMAGING MEC REPRESENTATIVE will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is governed by the requirements of Public Law 96-+99, Sec 952 (Sec 1861 (v) (1) of the Social Security Act) and the regulation promulgated thereunder.
  
10. Entire Agreement. This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter thereof.

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

TAHOE FOREST HOSPITAL DISTRICT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



Robert A. Schapper,  
Chief Executive Officer

DIAGNOSTIC IMAGING MEC REPRESENTATIVE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Gregory Mohr, M.D.

## EXHIBIT A

### **MEDICAL STAFF BYLAWS DIAGNOSTIC IMAGING MEC REPRESENTATIVE DUTIES**

#### **.5 DIAGNOSTIC IMAGING MEC REPRESENTATIVE AND VICE CHAIR**

##### **9.5-1 QUALIFICATIONS**

Each department shall have a chair and vice chair who shall be a member of the Active or Senior Active Medical Staff and shall, if required by California hospital licensure regulations, be board certified or board eligible in his/her specialty; and, further, shall be qualified by training, experience and demonstrated ability in at least one of the clinical areas covered by the Department.

##### **9.5-2 SELECTION**

The chair and vice chair shall be elected every year by those members of the Department who are eligible to vote for general officers of the Medical Staff. Nominations shall be made from the floor when the election meeting is held. Vacancies due to any reason shall be filled for the unexpired term through special election by the respective department with such mechanisms as that department may adopt.

##### **9.5-3 TERMS OF OFFICE**

Each DIAGNOSTIC IMAGING MEC REPRESENTATIVE and vice chair shall serve a two year term which coincides with the Medical Staff year or until their successors are chosen, unless they shall sooner resign, be removed from office, or lose their Medical Staff membership or privileges in that department. Department officers shall be eligible, without further vote, to succeed themselves, but may not serve more than two consecutive terms in the same office.

##### **9.5-4 REMOVAL**

DIAGNOSTIC IMAGING MEC REPRESENTATIVES and vice chairs may be removed from office for cause, including but not limited to loss of confidence and support of the members of the Department or failure to cooperatively and effectively perform the responsibilities of his/her office. Recall may be accomplished by a two-thirds vote of the Executive Committee or a two-thirds vote of the Department members eligible to vote on Departmental matters who cast votes.

##### **9.5-5 DUTIES OF DIAGNOSTIC IMAGING MEC REPRESENTATIVE**

Each DIAGNOSTIC IMAGING MEC REPRESENTATIVE shall have the following authority, duties and responsibilities, and the vice chair, in the absence of the chair, shall assume all of them and shall otherwise perform such duties as may be assigned to him/her:

- (a) act as presiding officer at departmental meetings;
- (b) report to the Executive Committee and to the Chief of Staff regarding all professional and administrative activities within the Department;
- (c) generally monitor the quality of patient care and professional performance rendered by members with clinical privileges in the Department through a planned and systematic process; and oversee the effective conduct of the patient care, evaluation, and monitoring functions delegated to the Department by the Executive Committee. At the discretion of the chair, this function may be delegated to the vice chair;

- (d) develop and implement Departmental programs for retrospective patient care review, on-going monitoring of practice, credentials review and privilege delineation, medical education, utilization review, and quality assessment;
- (e) be a voting member of the Executive Committee, and give guidance on the overall medical policies of the Medical Staff and Hospital and make specific recommendations and suggestions regarding the Department;
- (f) transmit to the Executive Committee the Department's recommendations concerning practitioner appointment and classification, reappointment, criteria for clinical privileges, monitoring of specified services, and corrective action with respect to persons with clinical privileges in the Department;
- (g) endeavor to enforce the Medical Staff Bylaws, Rules, and policies within the Department;
- (h) communicate and implement within the Department actions taken by the Executive Committee;
- (i) participate in every phase of administration of the Department, including making recommendations for space and other resources needed by the Department and cooperating with the nursing service and the Hospital Administration in matters such as personnel, supplies, special regulations, standing orders, and techniques;
- (j) assist in the preparation of such annual reports, including budgetary planning, pertaining to the Department, as may be required by the Executive Committee; and
- (k) perform such other duties commensurate with the office as may from time to time be requested by the Chief of Staff or the Executive Committee.

**9.5-6 DUTIES OF DEPARTMENT VICE CHAIR**

The vice chair shall assume all duties and authority of the chair in the absence of the chair. The vice chair will be the Department representative to the Quality Assessment Committee. Each vice chair shall be principally responsible for quality assessment and utilization review activities within the Department. The vice chair's duties will therefore include serving as a liaison between the Hospital nursing case managers and the concerned individual physician, and as such shall serve as the physician advisor to the quality assessment and nursing case managers for his/her Department.

**10.3 EXECUTIVE COMMITTEE**

**10.3-1 COMPOSITION**

The Executive Committee shall consist of the following persons:

- (a) The officers of the Medical Staff;
- (b) The DIAGNOSTIC IMAGING MEC REPRESENTATIVES;
- (c) The Chair of the Quality Assessment Committee; and
- (d) The Chief Executive Officer, who may attend on an ex-officio basis without a vote.

### 10.3-2 DUTIES

The duties of the Executive Committee shall include, but not be limited to:

- (a) representing and acting on behalf of the Medical Staff in the intervals between Medical Staff meetings, subject to such limitations as may be imposed by these Bylaws;
- (b) coordinating and implementing the professional and organizational activities and policies of the Medical Staff;
- (c) receiving and acting upon reports and recommendations from Medical Staff departments, committees, and assigned activity groups;
- (d) recommending actions to the Board of Directors on matters of a medical-administrative nature;
- (e) recommending the organizational structure of the Medical Staff, the mechanism to review credentials, delineate individual clinical privileges, restrict or terminate privileges or membership and provide fair hearings, the organization of quality assessment activities and mechanisms of the Medical Staff, as well as other matters relevant to the operation of an organized Medical Staff;
- (f) evaluating the medical care rendered to patients in the Hospital as necessary to assure that all patients admitted or treated in any of the Hospital services receive a uniform standard of quality patient care, treatment, and efficiency consistent with generally accepted standards attainable within the Hospital's means and circumstances.
- (g) participating in the development and approval of all Medical Staff and Hospital policies, practice, and planning;
- (h) reviewing the qualifications, credentials, performance and professional competence and character of applicants for both clinical privileges and/or Medical Staff membership, obtaining and considering the recommendations of the concerned departments, and making recommendations to the Board of Directors regarding Medical Staff appointments and reappointments, assignments to departments, clinical privileges, and corrective action;
- (i) taking reasonable steps to promote ethical conduct and quality clinical performance on the part of all those requesting or holding clinical privileges and all members including requiring evaluation of performance whenever there is doubt about a practitioner's ability to perform requested privileges and/or the initiation of and participation in Medical Staff corrective or review measures when warranted;
- (j) taking reasonable steps to develop continuing education activities and programs for the Medical Staff.
- (k) designating such committees as may be appropriate or necessary to assist in carrying out the duties and responsibilities of the Medical Staff and approving or rejecting appointments to those committees by the Chief of Staff;
- (l) reporting to the Medical Staff at each regular Medical Staff meeting;

- (m) assisting in the obtaining and maintenance of accreditation;
- (n) developing and maintaining methods for the protection and care of patients and others in the event of internal or external disaster;
- (o) appointing such special or ad hoc committees as may seem necessary or appropriate to assist the Executive Committee in carrying out its functions and those of the Medical Staff;
- (p) reviewing the quality and appropriateness of services provided by physicians and allied health professionals enjoying agreements with the Hospital;
- (q) reviewing and approving the designation of the Hospital's authorized representative for National Practitioner Data Bank purposes; and
- (r) reviewing and approving the Utilization Review and Quality Assessment Plans.

**10.3-3 MEETINGS**

The Executive Committee shall meet as often as necessary, but at least once a month and shall maintain a record of its proceedings and actions.

**EXHIBIT B**



**TAHOE FOREST HOSPITAL DISTRICT  
MONTHLY SERVICE TIME ATTESTATION**

*Physician: Please verify that you have satisfied the minimum hours performed for the services rendered pursuant to your Professional Services Agreement.*

I, \_\_\_\_\_, hereby attest that I personally performed no less than 4 hours during the month of \_\_\_\_\_, 201\_\_ for all services required pursuant to my role as \_\_\_\_\_. I declare that the above statement is true and accurate to the best of my knowledge.

Physician's signature: \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACT ROUTING FORM**

Email Completed Form to Executive Assistant ([pbarrett@tfhd.com](mailto:pbarrett@tfhd.com)) for Processing and Compliance Review

<b>NEW CONTRACT</b> <input checked="" type="checkbox"/>			<b>AMEND SCOPE</b> <input type="checkbox"/>			<b>AMEND TERM</b> <input type="checkbox"/>			<b>AUTO RENEW</b> <input type="checkbox"/>			<b>BAA</b> <input type="checkbox"/>		
<b>ORIGINATING DEPARTMENT:</b> Medical Staff Services						<b>CONTACT PERSON:</b> Terri Schnieder <b>PHONE:</b> 582-6640								
<b>RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):</b> CEO <input checked="" type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> CNO <input type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>						<b>REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> <b>MEETING DATE:</b> Straight to Board <b>COMMITTEE RECOMMENDS:</b>								
<b>TYPE OF CONTRACT:</b>														
Physician Professional Service Agreement (P-PSA)						<input checked="" type="checkbox"/>		Type: Vice Chief of Staff						
Physician Medical Director Agreement (MDA)						<input type="checkbox"/>		Type: _____						
Vendor Professional Service Agreement (V-PSA)						<input type="checkbox"/>		Type: _____						
Other _____						<input type="checkbox"/>		Type: _____						
❖ <b>Business Associated Agreement Required?</b>						YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>						
<b>CONTRACTOR/VENDOR DETAILS:</b> <i>If needed, additional instructions and information may be provided on Page 2</i>														
<b>LEGAL NAME OF CONTRACTOR/ VENDOR:</b> Julie Conyers, M.D.														
<b>Purpose of the Contract/Alternatives:</b> The Medical Staff elects Medical Staff officers to perform the self governance of the medical staff and to serve on the Medical Executive Committee. Dr. Conyers has been elected as the Vice Chief of Staff. This position is for 2 years and per the medical staff bylaws, Dr. Conyers will automatically become the Chief of Staff effective 1/1/17.														
<b>Scope of the Contract:</b> This contract replaces Dr. Dodd's as current Vice Chief of Staff.  Per the Medical Staff Bylaws, the officers of the medical staff have clearly outlined duties including sitting on the Medical Executive Committee, these duties are outlined in the contract.														
<b>DATES OF CONTRACT:</b>				<b>EFFECTIVE DATE:</b> 1/1/2015				<b>END DATE:</b> 12/31/16						
<b>Version History:</b>				Original Effective date: Renewal Dates: Amendment Dates:										
<b>PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR</b>														
<b>Compensation Structure:</b> <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$400/month for services rendered pursuant to the contract. Additionally, reimbursement for reasonable out of pocket expenses for education and training related to performance of duties described in the contract.														
<b>Contract Term:</b> <i>(anything other than Net 30 requires AC approval)</i> Net 30														
<b>Total Cost of Contract:</b>				\$9,600 per two year term										
<b>Compensation Audit Process:</b>				See Policies AGOV-10 and ABD-21										
<b>Is Cost of Contract Budgeted?</b>				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>										
<b>If NOT budgeted or exceeds budgeted amount, identify the offset:</b>														
<b>TFHS Primary Responsible Party:</b>				Terri Schnieder, CPMSM, Director of Medical Staff Services										
<b>TFHS Secondary Responsible Party:</b>				Robert Schapper, Chief Executive Officer										



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

LEGAL NAME OF CONTRACTOR/ VENDOR: Julie Conyers, M.D.
---

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature AMH for Gail Betz per attached e-mail AMH for Gail Betz per attached e-mail
Verified within Fair Market Value Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	Julie Conyers, M.D.
Mailing Address:	12690 Granite Drive, Truckee, CA 96161
Telephone and Fax Number:	Phone: 587-7698 Fax: 587-7631
Email Address of Contact:	jconyers@tfhd.com
Accounts Receivable Representative:	

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

**ADDITIONAL INFORMATION**

A minimum of 4 hours of services, resulting in hourly compensation of no more than \$100/hour, will be rendered in this role.

25% of total cost of contract is subsidized by Medical Staff Services dues.

**Reference:**  
 Policy ABD – 21 Physician and Professional Service Agreements  
 Policy AGOV – 10 Contract Review Policy  
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.  
 Certificates of Insurance are required for any contract in which any service is being provided.*

THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:			
W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is <b>required</b> for A/P to process their payments.	

<b>Contracts Review:</b> _____ Date                      Initials  <b>CFO Review:</b> _____ Date                      Initials	<b>BOARD ACTION:</b> _____ Out for TFHD Signature:                      Date: _____ Out for Vendor Signature:                      Date: _____ Uploaded to Contracts System:                      Date: _____	<b>MEETING DATE:</b> Receive Date: _____ Receive Date: _____ Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
	<b>CONTRACT #:</b> _____ (i.e. 10001)	<b>Document Reference:</b> _____ (i.e. #####.C)



**Hoffman, Ashly**

-AMH 12/11/14

**From:** Betz, Gail  
**Sent:** Thursday, December 11, 2014 11:01 AM  
**To:** Hoffman, Ashly  
**Cc:** Barrett, Patricia  
**Subject:** RE: Conyers - VCOS  
**Attachments:** image001.gif

Thank you. I see it. It is somewhat hard to read documents on my cell phone.

The contract routing form is OK for me to sign for FMV and CR.

Note: - it would be better to put the 4 hours under compensation section on the routing form because that is where 1 looks typically to get info about FMV but at this point it is OK on page 2 -so long as it is on the form.

Sent via the Samsung GALAXY S@4, an AT&T 4G LTE smartphone

----- Original message -----

**From:** "Hoffman, Ashly" <AHoffman@TFHD.COM>  
**Date:** 12/11/2014 10:47 AM (GMT-08:00)  
**To:** "Betz, Gail" <gbetz@TFHD.COM>  
**Cc:**  
**Subject:** RE: Conyers - VCOS

The minimum hours is addressed in the Responsibilities section which precedes the compensation section. I felt that it fit into the contract better in this format.

**Ashly M. Hoffman**

Contracts Coordinator

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



P.O. Box 759

Truckee, CA 96160

(530) 582-6384 tel.

TAHOE FOREST HOSPITAL DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
VICE CHIEF OF STAFF

This Agreement is effective on January 1, 2015 by and between Julie Conyers, M.D. (hereinafter referred to as "VICE CHIEF OF STAFF") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates two state licensed, Medicare certified Hospitals, including its Medical Staff (hereinafter referred to as "MEDICAL STAFF"). The DISTRICT desires to enter into an agreement with VICE CHIEF OF STAFF to monitor the quality and appropriateness of care provided to residents of the DISTRICT. The VICE CHIEF OF STAFF is licensed to practice medicine in the State of California. The DISTRICT is desirous of engaging VICE CHIEF OF STAFF to perform such duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. **Responsibilities:** During the term of this agreement, the VICE CHIEF OF STAFF will be responsible for the provision of all services outlined in EXHIBIT A (Officer Duties, QA Committee Excerpt and Medical Executive Committee Bylaws Duties) attached hereto and made a part hereof. VICE CHIEF OF STAFF shall complete a minimum of 4 hours each month performing the responsibilities of this position.
2. **Compensation:** DISTRICT shall pay VICE CHIEF OF STAFF, Four Hundred Dollars (\$400.00), payable on the 15<sup>th</sup> day of the month immediately following the month which VICE CHIEF OF STAFF renders services, so long as VICE CHIEF OF STAFF submits the signed Monthly Services Attestation Form attached hereto and incorporated herein as EXHIBIT B.

DISTRICT shall reimburse VICE CHIEF OF STAFF for reasonable out-of-pocket expenses incurred by VICE CHIEF OF STAFF while performing duties under this Agreement, so long as those expenses comply with DISTRICT policies in place at the time such expenses were incurred.

DISTRICT shall reimburse VICE CHIEF OF STAFF for reasonable out-of-pocket expenses incurred as a result of training and education related to the performance of the duties described herein, so long as such expenses have been pre-approved by the Hospital's Chief Executive Officer or designee, and the expenses comply with DISTRICT policies in place at the time such expenses were incurred.

3. Term: Subject to earlier termination as provided hereafter, this agreement shall continue for a period of two (2) years commencing as of the above written date.
4. Termination: This agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:

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

VICE CHIEF OF STAFF  
Julie Conyers, MD  
12690 Granite Drive  
Truckee, CA 96161

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United States mail, postage prepaid.

5. Independent Contractor: VICE CHIEF OF STAFF shall perform the services and duties required under this agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with, DISTRICT.
6. DISTRICT's Obligations:
  - A. DISTRICT shall provide services to patients according to the DISTRICT/ MEDICAL STAFF policies. DISTRICT retains professional and administrative responsibility for the services rendered.
  - B. Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will provide the VICE CHIEF OF STAFF an orientation to the VICE CHIEF OF STAFF functions. Additional materials will be provided, as needed, throughout the term of the agreement. The Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will be accessible to the VICE CHIEF OF STAFF and will facilitate coordination and continuity of services.
  - C. DISTRICT will ensure the quality and utilization of services in accordance with its quality management program.
  - D. DISTRICT will provide VICE CHIEF OF STAFF with any changes to these rules, regulations and standards and allow the VICE CHIEF OF STAFF at least thirty (30) days to meet these changes.
8. Compliance With Laws and Regulations: VICE CHIEF OF STAFF at all times while performing hereunder shall be licensed to practice medicine in the State of California and/or the State of Nevada will maintain Active Staff privileges on the DISTRICT's Medical Staff. VICE CHIEF OF STAFF shall perform duties in a timely manner and in accordance with DISTRICT policies and Medical Staff Bylaws and Rules and

Regulations. In addition, VICE CHIEF OF STAFF shall comply with the laws of the State of California, the standards of the Healthcare Facilities Accreditation Program (HFAP), and the Ethics of the American Medical Association and the American Osteopathic Association. VICE CHIEF OF STAFF will comply with educational requirements and adhere to personnel qualifications.

9. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that VICE CHIEF OF STAFF shall be covered under DISTRICT's comprehensive general liability insurance while performing as VICE CHIEF OF STAFF hereunder. VICE CHIEF OF STAFF shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the states and approved by the DISTRICT with limits not less than \$1,000,000.
  
10. Access To Books And Records Of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the VICE CHIEF OF STAFF will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is governed by the requirements of Public Law 96-+99, Sec 952 (Sec 1861 (v) (1) of the Social Security Act) and the regulation promulgated thereunder.
  
11. Entire Agreement. This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter thereof.

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

TAHOE FOREST HOSPITAL DISTRICT

BY: \_\_\_\_\_  
Robert A. Schapper,  
Chief Executive Officer

DATE: \_\_\_\_\_

VICE CHIEF OF STAFF

BY: \_\_\_\_\_  
Julie Conyers, M.D.

DATE: \_\_\_\_\_

## **EXHIBIT A**

### **OFFICERS**

#### **8.1 OFFICERS OF THE MEDICAL STAFF**

##### **8.1-1 IDENTIFICATION**

The officers of the Medical Staff shall be the Chief of Staff, Vice Chief of Staff, Secretary-Treasurer and Member-At-Large.

##### **8.1-2 QUALIFICATIONS**

Officers must be members of the Active Staff or Senior Active Staff at the time of nomination and election, and must remain members in good standing during their terms of office. Failure to maintain that status shall immediately create a vacancy in the office involved. The Chief of Staff or his/her designee shall be eligible for a monthly stipend, the amount to be determined by the Executive Committee and payable by the Medical Staff.

##### **8.1-3 NOMINATIONS**

Not less than 45 days prior to the annual meeting, the Chief of Staff shall issue a call for nominations for Medical Staff officers. Nominations must be received by the Medical Staff Office no later than 21 days prior to the annual meeting.

##### **8.1-4 ELECTIONS**

The election shall be by mail ballot, and the outcome shall be determined by a majority of votes cast by mail ballots that are returned to the Medical Staff Office no later than 72 hours prior to the annual meeting. Members of the Active, Incline Village, and Senior Active Staffs are eligible to vote in the election.

##### **8.1-5 TERM OF ELECTED OFFICE**

All officers shall serve a two (2) year term and shall take office on the first day of the Medical Staff year. No officer shall serve more than two (2) consecutive terms in the same capacity. The intention is for the Vice Chief of Staff to remain on Executive Committee and serve the following year as the Chief of Staff, but the Vice Chief of Staff must be elected.

An officer of the Medical Staff may be removed from office by a two-thirds vote of all Active Medical Staff members, for good cause, including but not limited to loss of confidence and support of the Medical Staff. To bring the matter to a vote, a motion must be made and seconded at a regular or special Medical Staff meeting or by a letter to the Executive Committee requesting the removal of an officer. The letter must be signed by a minimum of three (3) members of the Active Medical Staff. If a vote affirming the removal of an officer is obtained, the officer will immediately relinquish his/her position.

##### **8.1-6 VACANCIES IN ELECTED OFFICE**

Vacancies of the Secretary/Treasurer during the Medical Staff year shall be filled by the Executive Committee. If there is a vacancy in the Office of the Chief of Staff, the Vice Chief of Staff shall serve for the remainder of his/her term. Should the Vice Chief of Staff be elevated to the Chief of Staff position, and then a special election shall be held to fill the Vice Chief of Staff position.

## **8.2 DUTIES AND AUTHORITY OF OFFICERS**

### **8.2-2 VICE CHIEF OF STAFF**

The Vice Chief of Staff is the second officer of the Medical Staff. The Vice Chief of Staff shall assume all duties and authority of the Chief of Staff in the absence of the Chief of Staff. The Vice Chief of Staff shall coordinate all Utilization Review functions. The Vice Chief of Staff shall be a voting member of the Executive Committee and of the Joint Conference Committee, and shall perform such other duties as the Chief of Staff may assign or as may be delegated by these Bylaws, or by the Executive Committee.

## **10.3 QUALITY ASSESSMENT COMMITTEE**

### **10.3-1 COMPOSITION**

The Quality Assessment Committee shall consist of the elected chair of the Committee, the vice chair of each clinical Department and such members as may be appointed by the Chief of Staff, with the agreement of the Executive Committee, including representatives from the nursing service and from Hospital Administration. The chair shall be nominated and elected for a one (1) year term in the same manner and at the same time as provided in the Bylaws for the nomination and election of officers.

### **10.3-2 DUTIES**

The Quality Assessment Committee shall perform the following duties:

- (a) Recommend for approval of the Executive Committee plans for maintaining quality patient care within the Hospital. These may include mechanisms to:
  - (1) establish systems to identify potential problems in patient care;
  - (2) set priorities for action on problem correction;
  - (3) refer priority problems for assessment and corrective action to appropriate Department or committees;
  - (4) monitor the results of quality assessment activities throughout the Hospital; and
  - (5) coordinate quality assessment activities.
- (b) Submit regular reports to the Executive Committee and Board of Directors on the quality of medical care provided and on quality review activities conducted.
- (c) Library and Literature Resources: make recommendations regarding the library and medical literature resources to be made available to members of the Medical Staff.
- (d) Medical Records: review and evaluation of medical records, or a representative sample, for timeliness of completion of the record and for clinical pertinence. Additional medical records responsibilities include:
  - (1) review and make recommendations to the Executive Committee regarding corrective action recommendations pertaining to compliance with medical records policies;
  - (2) review and make recommendations for Medical Staff and Hospital policies, and Rules relating to medical records, including completion, forms and formats, filing, indexing, storage, destruction, availability, and methods of enforcement; and
- (e) Blood Usage: The Quality Assessment Committee shall receive quarterly reports to evaluate blood and

TFHD PSA Vice Chief of Staff - Conyers

blood product transfusion appropriateness and usage.

- (f) Pharmacy and Therapeutics: The Quality Assessment Committee shall also include a subcommittee, which shall review pharmacy and therapeutics function and drug usage within the Hospital. The Committee will therefore:
  - (1) assist in formulation of professional practices and policies regarding the evaluation, appropriateness, safety, effectiveness, appraisal, selection, procurement, storage, distribution, use, safety procedures, and all other matters relating to drugs in the Hospital, including antibiotic usage;
  - (2) advise the Medical Staff and the Pharmaceutical Service on matters pertaining to the choice of available drugs;
  - (3) make recommendations concerning drugs to be stocked on the nursing unit floors and by other services;
  - (4) periodically develop and review a formulary or drug list for use in the Hospital;
  - (5) evaluate clinical data concerning new drugs or preparations requested for use in the Hospital;
  - (6) establish standards concerning the use and control of investigational drugs and of research in the use of recognized drugs;
  - (7) maintain a record of all activities relating to pharmacy and therapeutic functions and submit periodic reports and recommendations to the Executive Committee concerning those activities; and
  - (8) review untoward drug reactions.
- (g) Infection Control: The Quality Assessment Committee shall also include a subcommittee, which shall review infection control practices within the Hospital. That subcommittee shall include the operating room supervisor, the head of housekeeping, and a representative from the laboratory, the infection control practitioner and a member of the Medical Staff. Its chair shall be appointed by the Chief of Staff with the approval of the Executive Committee. The duties of the subcommittee shall include:
  - (1) developing a Hospital-wide infection control program and maintaining surveillance over the program;
  - (2) developing a system for reporting, identifying, and analyzing the incidence and cause of nosocomial infections, including assignment of responsibility for the ongoing collection and analysis of those data, and follow-up activities;
  - (3) developing and implementing a preventive and corrective program designed to minimize infection hazards, including establishing, reviewing and evaluating aseptic, isolation, and sanitation techniques;
  - (4) coordinating action on findings from the Medical Staff's review of the clinical use of antibiotics; and
  - (5) acting upon recommendations related to infection control received from the Chief of Staff, the Executive Committee, Departments, and other committees.

The Infection Control Subcommittee shall meet monthly or as often as necessary at the call of its Chair, but a minimum of ten (10) times a year. It shall maintain a record of its proceedings and shall submit quarterly reports of its activities and recommendations to the Quality Assessment Committee.

- (h) The Quality Assessment Committee shall also be responsible for receiving quarterly reports from a TFHD PSA Vice Chief of Staff - Conyers

designated member of the Medical Staff with privileges in pathology concerning (I) pre-operative, post-operative, and pathological diagnoses for all surgical cases in which no specimen is removed and (II) all transfusions of whole blood and blood derivatives. Any cases not meeting criteria established by the Quality Assessment Committee shall be referred to the appropriate Medical Staff Committee or Department for discussion. The Pathologist shall be chiefly responsible for tissue review.

- (i) The Quality Assessment Committee shall also review risk management practices as they relate to aspects of patient care and safety within the Hospital, and ensure that the Medical Staff actively participates, as appropriate, in the following risk management activities related to the clinical aspects of patient care and safety:
  - (1) The identification of general areas of potential risk in the clinical aspects of patient care.
  - (2) The development of criteria for identifying specific cases with potential risk in the clinical aspects of patient care and safety and evaluation of these cases.
  - (3) The correction of problems in the clinical aspects of patient care and safety identified by risk management activities.
  - (4) The design of programs to reduce risk in the clinical aspects of patient care and safety.
- (j) The Quality Assessment Committee shall review utilization of resources as they relate to aspects of patient care within Hospital-provided services. This may include appropriateness of the level of care, use of observation status, length of stay, and costs associated with hospitalization.
- (k) The Quality Assessment Committee shall review all deaths and all removed tissue where the tissue is found to be normal or not consistent with the clinical diagnosis, and shall develop and implement measures to correct any problems discovered. It shall develop rules governing which cases must be reviewed, and outlining any exceptions to this general rule. Such rules shall be subject to Executive Committee and Board of Directors approval. The Quality Assessment Committee shall also develop and implement measures to promote autopsies in all cases of unusual death or deaths of medico-legal or educational interest.
- (l) The Quality Assessment Committee shall be responsible to oversee processes related to the use of surgical and other invasive procedures, including: selecting appropriate procedures; preparing the patient for the procedure; equipment availability; safety of the environment; performing the procedure and monitoring the patient; and providing post-procedure care.
- (m) The Quality Assessment Committee shall be responsible for review of all clinical/critical pathways annually.
- (n) The Quality Assessment Committee shall be responsible for annual review of the Quality Assessment Plan.
- (o) The Quality Assessment Committee shall be responsible for the annual review of the Utilization Review Plan.
- (p) The Quality Assessment Committee shall be responsible for the annual review of the Risk Management Plan.
- (q) The Quality Assessment Committee shall be responsible for the annual review of the Patient Safety Plan.
- (r) The Quality Assessment Committee shall be responsible for the annual review of the Social Service Plan.



### **10.3-3 MEETINGS**

The Committee shall meet at least quarterly or as often as necessary at the call of its chair. It shall maintain a record of its proceedings and report its activities and recommendations to the Executive Committee.

## **10.3 EXECUTIVE COMMITTEE**

### **10.3-1 COMPOSITION**

The Executive Committee shall consist of the following persons:

- (a) The officers of the Medical Staff;
- (b) The Department chairs;
- (c) The Chair of the Quality Assessment Committee; and
- (d) The Chief Executive Officer, who may attend on an ex-officio basis without a vote.

### **10.3-2 DUTIES**

The duties of the Executive Committee shall include, but not be limited to:

- (a) representing and acting on behalf of the Medical Staff in the intervals between Medical Staff meetings, subject to such limitations as may be imposed by these Bylaws;
- (b) coordinating and implementing the professional and organizational activities and policies of the Medical Staff;
- (c) receiving and acting upon reports and recommendations from Medical Staff departments, committees, and assigned activity groups;
- (d) recommending actions to the Board of Directors on matters of a medical-administrative nature;
- (e) recommending the organizational structure of the Medical Staff, the mechanism to review credentials, delineate individual clinical privileges, restrict or terminate privileges or membership and provide fair hearings, the organization of quality assessment activities and mechanisms of the Medical Staff, as well as other matters relevant to the operation of an organized Medical Staff;
- (f) evaluating the medical care rendered to patients in the Hospital as necessary to assure that all patients admitted or treated in any of the Hospital services receive a uniform standard of quality patient care, treatment, and efficiency consistent with generally accepted standards attainable within the Hospital's means and circumstances.
- (g) participating in the development and approval of all Medical Staff and Hospital policies, practice, and planning;
- (h) reviewing the qualifications, credentials, performance and professional competence and character of applicants for both clinical privileges and/or Medical Staff membership, obtaining and considering the recommendations of the concerned departments, and making recommendations to the Board of Directors regarding Medical Staff appointments and reappointments, assignments to departments, clinical privileges, and corrective action;

- (i) taking reasonable steps to promote ethical conduct and quality clinical performance on the part of all those requesting or holding clinical privileges and all members including requiring evaluation of performance whenever there is doubt about a practitioner's ability to perform requested privileges and/or the initiation of and participation in Medical Staff corrective or review measures when warranted;
- (j) taking reasonable steps to develop continuing education activities and programs for the Medical Staff.
- (k) designating such committees as may be appropriate or necessary to assist in carrying out the duties and responsibilities of the Medical Staff and approving or rejecting appointments to those committees by the Chief of Staff;
- (l) reporting to the Medical Staff at each regular Medical Staff meeting;
- (m) assisting in the obtaining and maintenance of accreditation;
- (n) developing and maintaining methods for the protection and care of patients and others in the event of internal or external disaster;
- (o) appointing such special or ad hoc committees as may seem necessary or appropriate to assist the Executive Committee in carrying out its functions and those of the Medical Staff;
- (p) reviewing the quality and appropriateness of services provided by physicians and allied health professionals enjoying agreements with the Hospital;
- (q) reviewing and approving the designation of the Hospital's authorized representative for National Practitioner Data Bank purposes; and
- (r) reviewing and approving the Utilization Review and Quality Assessment Plans.

**10.3-3 MEETINGS**

The Executive Committee shall meet as often as necessary, but at least once a month and shall maintain a record of its proceedings and actions.

**EXHIBIT B**



**TAHOE FOREST HOSPITAL DISTRICT  
MONTHLY SERVICE TIME ATTESTATION**

*Physician: Please verify that you have satisfied the minimum hours performed for the services rendered pursuant to your Professional Services Agreement..*

I, \_\_\_\_\_, hereby attest that I personally performed no less than \_\_\_\_ hours during the month of \_\_\_\_\_, 201\_\_ for all services required pursuant to my role as \_\_\_\_\_. I declare that the above statement is true and accurate to the best of my knowledge.

Physician's signature: \_\_\_\_\_ Date \_\_\_\_\_

## CONTRACT ROUTING FORM

Email Completed Form to Executive Assistant ([pbarrett@tfhd.com](mailto:pbarrett@tfhd.com)) for Processing and Compliance Review

<b>NEW CONTRACT</b> <input checked="" type="checkbox"/>	<b>AMEND SCOPE</b> <input type="checkbox"/>	<b>AMEND TERM</b> <input type="checkbox"/>	<b>AUTO RENEW</b> <input type="checkbox"/>	<b>BAA</b> <input type="checkbox"/>
<b>ORIGINATING DEPARTMENT:</b> Medical Staff Services		<b>CONTACT PERSON:</b> Terri Schnieder PHONE: 582-6640		
<b>RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):</b>		CEO <input checked="" type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> CNO <input type="checkbox"/> CIO <input type="checkbox"/> IVCH <input type="checkbox"/>		
<b>REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW?</b> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>		<b>MEETING DATE:</b> December		<b>COMMITTEE RECOMMENDS:</b>
<b>TYPE OF CONTRACT:</b>				
Physician Professional Service Agreement (P-PSA)		<input checked="" type="checkbox"/> Type: Chief of Staff		
Physician Medical Director Agreement (MDA)		<input type="checkbox"/> Type: _____		
Vendor Professional Service Agreement (V-PSA)		<input type="checkbox"/> Type: _____		
Other _____		<input type="checkbox"/> Type: _____		
<b>❖ Business Associated Agreement Required?</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
<b>CONTRACTOR/VENDOR DETAILS:</b> <i>If needed, additional instructions and information may be provided on Page 2</i>				
<b>LEGAL NAME OF CONTRACTOR/ VENDOR:</b> Jeffrey Dodd, M.D.				
<b>Purpose of the Contract/Alternatives:</b> The Medical Staff elects Medical Staff officers to perform the self governance of the medical staff and to serve on the Medical Executive Committee. Dr. Dodd, as the current Vice Chief of Staff, automatically assumes the Chief of Staff role per the Bylaws. This position is for 2 years. This contract replaces Dr. Barta's as current Chief of Staff.				
<b>Scope of the Contract:</b> Per the Medical Staff Bylaws, the officers of the medical staff have clearly outlined duties including sitting on the Medical Executive Committee, these duties are outlined in the contract.				
<b>DATES OF CONTRACT:</b>		<b>EFFECTIVE DATE:</b> 1/1/2015		<b>END DATE:</b> 12/31/16
<b>Version History:</b>		Original Effective date: Renewal Dates: Amendment Dates:		
<b>PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR</b>				
<b>Compensation Structure:</b> <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$2,000/month for services rendered pursuant to the contract. Additionally, reimbursement for reasonable out of pocket expenses for education and training related to performance of duties described in the contract.				
<b>Contract Term:</b> <i>(anything other than Net 30 requires AC approval)</i> Net 30				
<b>Total Cost of Contract:</b>		\$24,000		
<b>Compensation Audit Process:</b>		See Policies AGOV-10 and ABD-21		
<b>Is Cost of Contract Budgeted?</b>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
<b>If NOT budgeted or exceeds budgeted amount, identify the offset:</b>				
<b>TFHS Primary Responsible Party:</b>		Terri Schnieder, CPMSM, Director of Medical Staff Services		
<b>TFHS Secondary Responsible Party:</b>		Robert Schapper, Chief Executive Officer		



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

LEGAL NAME OF CONTRACTOR/ VENDOR: Jeffrey Dodd, M.D.
--

**REQUIRED COMPLIANCE INFORMATION**

Commercially Reasonable Verified	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	<i>Compliance Officer Signature:</i> <i>Amr for Gail Betz per attached e-mail</i> <i>Amr for Gail Betz per attached e-mail</i>
Verified within Fair Market Value	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

**CONTRACTOR INFORMATION**

Contractor Representative Name:	Jeffrey Dodd, M.D.	
Mailing Address:	10051 Lake Avenue, #3, Truckee, CA 96161	
Telephone and Fax Number:	Phone: 587-7461	Fax: 587-1149
Email Address of Contact:	jdodd@tfhd.com	
Accounts Receivable Representative:		

**REQUIRED FINANCIAL INFORMATION**

**W-9 and Certificates of Insurance Must Be Submitted with any Contract**

**ADDITIONAL INFORMATION**

A minimum of 20 hours of services, resulting in hourly compensation of no more than \$100/hour, will be rendered in this role.

25% of total cost of contract is subsidized by Medical Staff Services dues.

**Reference:**  
 Policy ABD – 21 Physician and Professional Service Agreements  
 Policy AGOV – 10 Contract Review Policy  
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.*  
*Certificates of Insurance are required for any contract in which any service is being provided.*

**THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:**

W-9 Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is <b>required</b> for A/P to process their payments.	

<b>Contracts Review:</b> _____ Date                      Initials	<b>BOARD ACTION:</b> _____ Out for TFHD Signature:                      Date: _____ Out for Vendor Signature:                      Date: _____ Uploaded to Contracts System:                      Date: _____	<b>MEETING DATE:</b> Receive Date: _____ Receive Date: _____ Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
	<b>CFO Review:</b> _____ Date                      Initials	<b>CONTRACT #:</b> _____ (i.e. 10001)

**Hoffman, Ashly**

AMH 12/11/14

**From:** Betz, Gail  
**Sent:** Thursday, December 11, 2014 11:49 AM  
**To:** Hoffman, Ashly  
**Cc:** Barrett, Patricia  
**Subject:** Fwd: Dodd, PSA - COS  
**Attachments:** image001.gif; + Dodd Chief of Staff PSA Contract Routing Form\_2015-01-01.pdf - Adobe Reader.pdf; DODD\_MDS\_Chief of Staff\_2015-01-01.doc

Hi

Dr Dodd chief of staff 2 yr contract attached is approved for FMV and commercial reasonableness.

Gail

Sent via the Samsung GALAXY S®4, an AT&T 4G LTE smartphone

----- Original message -----

**From:** "Hoffman, Ashly" <AHoffman@TFHD.COM>  
**Date:** 12/11/2014 10:38 AM (GMT-08:00)  
**To:** "Betz, Gail" <gbetz@TFHD.COM>  
**Cc:** "Barrett, Patricia" <pbarrett@TFHD.COM>  
**Subject:** Dodd, PSA - COS

Attached is the new Dodd PSA – Chief of Staff with routing form.

**Ashly M. Hoffman**

Contracts Coordinator

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



P.O. Box 759

Truckee, CA 96160

(530) 582-6384 tel.

(530) 582-3567 fax

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

TAHOE FOREST HOSPITAL DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
CHIEF OF STAFF

This Agreement is effective on January 1, 2015 by and between Jeffrey Dodd, M.D., (hereinafter referred to as "CHIEF OF STAFF") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates a 25 bed Critical Access Hospital with a 37 bed Skilled Nursing Facility in Truckee, California, a four-bed hospital offering 24-hour emergency services and surgicenter services in Incline Village, Nevada, including its Medical Staff (hereinafter referred to as "MEDICAL STAFF"). DISTRICT desires to enter into an agreement with CHIEF OF STAFF to monitor the quality and appropriateness of care provided to residents of the DISTRICT. The CHIEF OF STAFF is licensed to practice medicine in the State of California. The DISTRICT is desirous of engaging CHIEF OF STAFF to perform such duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. **Responsibilities:** During the term of this Agreement, the CHIEF OF STAFF will be responsible for the provision of all services outlined in EXHIBIT A, excerpt from Medical Staff Bylaws, Chief Of Staff Duties attached hereto and made a part hereof. CHIEF OF STAFF shall complete a minimum of 20 hours each month performing the responsibilities of this position.
2. **Compensation:** DISTRICT shall pay CHIEF OF STAFF, Two Thousand Dollars (\$2,000.00), payable on the 15<sup>th</sup> day of the month immediately following the month which CHIEF OF STAFF renders services, so long as DEPARTMENT CHAIR submits the signed Monthly Services Attestation Form attached hereto and incorporated herein as EXHIBIT B.

DISTRICT shall reimburse CHIEF OF STAFF for reasonable out-of-pocket expenses incurred by CHIEF OF STAFF while performing duties under this Agreement, so long as those expenses comply with DISTRICT policies in place at the time such expenses were incurred.

DISTRICT shall reimburse CHIEF OF STAFF for reasonable out-of-pocket expenses incurred as a result of training and education related to the performance of the duties described herein, so long as such expenses have been pre-approved by the Hospital's Chief Executive Officer or designee, and the expenses comply with DISTRICT policies in place at the time such expenses were incurred.

3. Term: Subject to earlier termination as provided hereafter, this Agreement shall continue for a period of two (2) years commencing as of the above written date.
4. Termination: This Agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:

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

CHIEF OF STAFF  
Jeff Dodd, M.D.  
10051 Lake Avenue #3  
Truckee, CA 96161

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United States mail, postage prepaid.

5. Independent Contractor: CHIEF OF STAFF shall perform the services and duties required under this Agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with, DISTRICT.
6. DISTRICT's Obligations:
  - A. DISTRICT shall provide services to patients according to the DISTRICT/MEDICAL STAFF policies. DISTRICT retains professional and administrative responsibility for the services rendered.
  - B. Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will provide the CHIEF OF STAFF an orientation to the CHIEF OF STAFF functions . Additional materials will be provided, as needed, throughout the term of the Agreement. The Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will be accessible to the CHIEF OF STAFF and will facilitate coordination and continuity of services.
  - C. DISTRICT will ensure the quality and utilization of services in accordance with its quality management program.
  - D. DISTRICT will provide CHIEF OF STAFF with any changes to these rules, regulations and standards and allow the CHIEF OF STAFF at least thirty (30) days to meet these changes.
7. Compliance With Laws and Regulations: CHIEF OF STAFF at all times while performing hereunder shall be licensed to practice medicine in the State of



California and/or the State of Nevada will maintain Active Staff privileges on the DISTRICT's Medical Staff. CHIEF OF STAFF shall perform duties in a timely manner and in accordance with DISTRICT policies and Medical Staff Bylaws and Rules and Regulations. In addition, CHIEF OF STAFF shall comply with the laws of the State of California, the standards of the Healthcare Facilities Accreditation Program (HFAP), and the Ethics of the American Medical Association and the American Osteopathic Association. CHIEF OF STAFF will comply with educational requirements and adhere to personnel qualifications.

8. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that CHIEF OF STAFF shall be covered under DISTRICT's comprehensive general liability insurance while performing as CHIEF OF STAFF hereunder. CHIEF OF STAFF shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the states and approved by the DISTRICT with limits not less than \$1,000,000.
9. Access To Books And Records Of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the CHIEF OF STAFF will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is governed by the requirements of Public Law 96-+99, Sec 952 (Sec 1861 (v) (1) of the Social Security Act) and the regulation promulgated thereunder.
10. Entire Agreement: This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter thereof.

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

TAHOE FOREST HOSPITAL DISTRICT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Robert A. Schapper,  
Chief Executive Officer

CHIEF OF STAFF

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jeffrey Dodd, M.D.

## EXHIBIT A

### **MEDICAL STAFF BYLAWS CHIEF OF STAFF DUTIES**

#### **8.2-1 CHIEF OF STAFF**

The Chief of Staff shall serve as the chief executive officer of the Medical Staff. The duties and authority of the Chief of Staff shall include, but not be limited to:

- (a) enforcing the Medical Staff Bylaws and Rules, implementing sanctions where indicated, and promoting compliance with procedural safeguards where corrective action has been requested or initiated;
- (b) exercising such authority as he/she deems necessary so that at all times patient welfare takes precedence over all other concerns;
- (c) in the interim between Executive Committee meetings, performing those responsibilities of the Committee that, in his/her opinion, must be accomplished prior to the next regular or special meeting of the Committee;
- (d) calling, presiding at, and being responsible for the agenda of all meetings of the Medical Staff;
- (e) serving with a vote as Chair of the Executive Committee;
- (f) serving as an ex officio member of all other Medical Staff committees without vote, unless his/her membership in a particular committee is required by these Bylaws;
- (g) interacting with the Chief Executive Officer and the Board of Directors in all matters of mutual concern within the Hospital;
- (h) appointing, with the agreement of the Executive Committee, committee members for all standing and special Medical Staff, liaison, or multidisciplinary committees, except where otherwise provided by these Bylaws and, except where otherwise indicated, designating the chairperson of these committees with the approval of the Executive Committee;
- (i) representing the views and policies of the Medical Staff to the Board of Directors and to the Chief Executive Officer;
- (j) being a spokesman for the Medical Staff in external professional

and public relations;

- (k) performing such other functions as may be assigned to the Chief of Staff by these Bylaws or the Rules, or by the Executive Committee;
- (l) serving on liaison committees with the Board of Directors and Hospital Administration, as well as outside licensing or accreditation agencies; and
- (m) being the designated person who receives reports or concerns on physician impairment.

**EXHIBIT B**



**TAHOE FOREST HOSPITAL DISTRICT  
MONTHLY SERVICE TIME ATTESTATION**

*Physician: Please verify that you have satisfied the minimum hours performed for the services rendered pursuant to your Professional Services Agreement.*

I, \_\_\_\_\_, hereby attest that I personally performed no less than 20 hours during the month of \_\_\_\_\_, 201\_\_ for all services required pursuant to my role as \_\_\_\_\_. I declare that the above statement is true and accurate to the best of my knowledge.

Physician's signature: \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACT ROUTING FORM**

Email Completed Form to Executive Assistant ([pbarrett@tfhd.com](mailto:pbarrett@tfhd.com)) for Processing and Compliance Review

NEW CONTRACT <input type="checkbox"/>		AMEND SCOPE <input type="checkbox"/>		AMEND TERM <input checked="" type="checkbox"/>		AUTO RENEW <input type="checkbox"/>		BAA <input type="checkbox"/>	
ORIGINATING DEPARTMENT: Medical Staff Services				CONTACT PERSON: Terri Schnieder PHONE: 582-6640					
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		CEO <input checked="" type="checkbox"/>	CFO <input type="checkbox"/>	COO <input type="checkbox"/>	CNO <input type="checkbox"/>	CIO <input type="checkbox"/>	IVCH <input type="checkbox"/>		
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>							MEETING DATE: Straight to Board		COMMITTEE RECOMMENDS:
<b>TYPE OF CONTRACT:</b>									
Physician Professional Service Agreement (P-PSA)		<input checked="" type="checkbox"/>	Type: Department Chair						
Physician Medical Director Agreement (MDA)		<input type="checkbox"/>	Type: _____						
Vendor Professional Service Agreement (V-PSA)		<input type="checkbox"/>	Type: _____						
Other _____		<input type="checkbox"/>	Type: _____						
❖ Business Associated Agreement Required?		YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>						
<b>CONTRACTOR/VENDOR DETAILS:</b> <i>If needed, additional instructions and information may be provided on Page 2</i>									
LEGAL NAME OF CONTRACTOR/ VENDOR: Johanna Koch, M.D.									
<b>Purpose of the Contract/Alternatives:</b> Amend to add additional 1 year term. The Departments of the Medical Staff elects department chairs to perform the self governance of the medical staff and to serve on the Medical Executive Committee. Dr. Koch is currently the department chair of her department; her position will be extended for an additional 1 year term, resulting in a 2 year term as now reflected in the Medical Staff Bylaws.									
<b>Scope of the Contract:</b> Per the Medical Staff Bylaws, the department chairs of the medical staff have clearly outlined duties including sitting on the Medical Executive Committee, these duties are outlined in the contract.									
<b>DATES OF CONTRACT:</b>		EFFECTIVE DATE: 1/1/2015			END DATE: 12/31/2015				
<b>Version History:</b>		Original Effective date: 1/1/2013 Renewal Dates: Amendment Dates: 1/1/2015							
<b>PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR</b>									
<b>Compensation Structure:</b> <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$400/month for services rendered pursuant to the contract. Additionally, reimbursement for reasonable out of pocket expenses for education and training related to performance of duties described in the contract.									
<b>Contract Term:</b> <i>(anything other than Net 30 requires AC approval)</i> Net 30									
<b>Total Cost of Contract:</b>		\$9,600 per two year term							
<b>Compensation Audit Process:</b>		See Policies AGOV-10 and ABD-21							
<b>Is Cost of Contract Budgeted?</b>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>							
<b>If NOT budgeted or exceeds budgeted amount, identify the offset:</b>									
<b>TFHS Primary Responsible Party:</b>		Terri Schnieder, Director of Medical Staff Services							
<b>TFHS Secondary Responsible Party:</b>		Robert Schapper, Chief Executive Officer							



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

LEGAL NAME OF CONTRACTOR/ VENDOR: Johanna Koch, M.D.
--

REQUIRED COMPLIANCE INFORMATION	
Commercially Reasonable Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: AMH for Gail Betz per attached email AMH for Gail Betz per attached email
Fair Market Value Verified Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

CONTRACTOR INFORMATION	
Contractor Representative Name:	Johanna Koch, M.D.
Mailing Address:	889 Alder Avenue
Telephone and Fax Number:	Phone: 775-832-5200 Fax: 775-832-5205
Email Address of Contact:	jkoch@tfhd.com
Accounts Receivable Representative:	

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

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

A minimum of 4 hours of services, resulting in hourly compensation of no more than \$100/hour, will be rendered in this role.

25% of total cost of contract is subsidized by Medical Staff Services dues.

**Reference:**  
 Policy ABD – 21 Physician and Professional Service Agreements  
 Policy AGOV – 10 Contract Review Policy  
 Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.  
 Certificates of Insurance are required for any contract in which any service is being provided.*

**THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:**

W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is required for A/P to process their payments.

<b>Contracts Review:</b> _____ Date Initials <b>CFO Review:</b> _____ Date Initials	<b>BOARD ACTION:</b> _____ Out for TFHD Signature: _____ Date: _____ Out for Vendor Signature: _____ Date: _____ Uploaded to Contracts System: _____ Date: _____	<b>MEETING DATE:</b> Receive Date: _____ Receive Date: _____ Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
	<b>CONTRACT #:</b> _____ (i.e. 10001)	<b>Document Reference:</b> _____ (i.e. #####.C)

**Hoffman, Ashly**

*Amst 12/11/14*

**From:** Betz, Gail  
**Sent:** Thursday, December 11, 2014 11:52 AM  
**To:** Hoffman, Ashly  
**Cc:** Barrett, Patricia  
**Subject:** Fwd: Koch Amendment to PSA IVCH Dept. Chair  
**Attachments:** image001.gif; Amendment to PSA Dept Chair - Koch.docx; Koch - IVCH Sub Committee Dept Chair PSA.pdf; + Koch -Dept Chair PSA Contract Routing Form\_2015-01-01.pdf

Hi  
Dr Koch medical staff officer amendment is approved for FMV and commercial reasonableness.

Gail

Sent via the Samsung GALAXY S@4, an AT&T 4G LTE smartphone

----- Original message -----

From: "Hoffman, Ashly" <AHoffman@TFHD.COM>  
Date: 12/11/2014 10:46 AM (GMT-08:00)  
To: "Betz, Gail" <gbetz@TFHD.COM>  
Cc: "Barrett, Patricia" <pbarrett@TFHD.COM>  
Subject: Koch Amendment to PSA IVCH Dept. Chair

Attached find the revised Koch Amendment to PSA IVCH Dept. Chair

**Ashly M. Hoffman**

Contracts Coordinator

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



P.O. Box 759

Truckee, CA 96160

(530) 582-6384 tel.

(530) 582-3567 fax

AMENDMENT TO TAHOE FOREST HOSPITAL DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
DEPARTMENT CHAIR

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This Amendment is effective on the 1<sup>st</sup> day of January 2015, by and between Tahoe Forest Hospital District (hereinafter "DISTRICT") and Johanna Koch, M.D., Incline Village Community Hospital Sub-Committee Chair (hereinafter "DEPARTMENT CHAIR") and shall amend and become a part of a certain agreement made between the parties dated January 1, 2014 (hereinafter "BASIC AGREEMENT").

NOW, THEREFORE, the parties agree as follows:

Section 1, "Responsibilities" of the BASIC AGREEMENT shall be removed in its entirety and shall be replaced with the following language: "During the term of this Agreement, the DEPARTMENT CHAIR shall be accountable for all duties and services outlined in, EXHIBIT A-1, Article IX– Clinical Departments of the Medical Staff Services Bylaws, attached hereto and made part hereof. DEPARTMENT CHAIR shall complete a minimum of 4 hours each month performing the responsibilities of this position.

Section 2, "Compensation" of the BASIC AGREEMENT shall be removed in its entirety and shall be replaced with the following language:

Compensation: DISTRICT shall pay DEPARTMENT CHAIR, Four Hundred Dollars (\$400.00), payable on the 15<sup>th</sup> day of the month immediately following the month which DEPARTMENT CHAIR renders services, so long as DEPARTMENT CHAIR submits the signed Monthly Services Attestation Form attached hereto and incorporated herein as EXHIBIT B.

DISTRICT shall reimburse DEPARTMENT CHAIR for reasonable out-of-pocket expenses incurred by DEPARTMENT CHAIR while performing duties under this Agreement, so long as those expenses comply with DISTRICT policies in place at the time such expenses were incurred.

DISTRICT shall reimburse DEPARTMENT CHAIR for reasonable out-of-pocket expenses incurred as a result of training and education related to the performance of the duties described herein, so long as such expenses have been pre-approved by the Hospital's Chief Executive Officer or designee, and the expenses comply with DISTRICT policies in place at the time such expenses were incurred.

Section 3, "Term" of the BASIC AGREEMENT shall be removed in its entirety and shall be replaced with the following language "Term: Subject to earlier termination as provided hereafter, this Agreement shall continue for a period of two (2) years commencing as of the above written date." The end result of this change will result in the BASIC AGREEMENT expiring on December 31, 2015.



EXHIBIT A, "Medical Staff Bylaws Department Chair Duties" of the BASIC AGREEMENT shall be removed in its entirety and replaced with the current revised Bylaws "Article IX Clinical Departments" attached to this Amendment as EXHIBIT - A1. The end result of this change will result in a BASIC AGREEMENT which comports with the revised Bylaws contained therein.

Except as specifically revised by this Amendment and any and all subsequent Amendments, the BASIC AGREEMENT shall continue in full force and effect pursuant to the terms thereof.

TAHOE FOREST HOSPITAL DISTRICT

BY: \_\_\_\_\_  
Robert A. Schapper  
Chief Executive Officer

Date: \_\_\_\_\_

IVCH SUB-COMMITTEE DEPARTMENT CHAIR

BY: \_\_\_\_\_  
Johanna Koch, M.D.

Date: \_\_\_\_\_

**EXHIBIT B**



**TAHOE FOREST HOSPITAL DISTRICT  
MONTHLY SERVICE TIME ATTESTATION**

*Physician: Please verify that you have satisfied the minimum hours performed for the services rendered pursuant to your Professional Services Agreement.*

I, \_\_\_\_\_, hereby attest that I personally performed no less than 4 hours during the month of \_\_\_\_\_, 201\_\_ for all services required pursuant to my role as \_\_\_\_\_ . I declare that the above statement is true and accurate to the best of my knowledge.

Physician's signature: \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT A-1**

### **ARTICLE IX**

#### **CLINICAL DEPARTMENTS**

##### **9.1 ORGANIZATION OF CLINICAL DEPARTMENTS**

The Medical Staff shall be divided into clinical departments. Each department shall be organized as a separate component of the Medical Staff and shall have a chair selected and entrusted with the authority, duties, and responsibilities specified in Section 9.5 of these Bylaws. A department may be further divided, as appropriate, into different clinical services. When appropriate, the Medical Executive Committee may recommend to the Medical Staff the creation, elimination, modification, or combination of departments. Three or more physicians on the Active Staff are required to organize a separate department.

##### **9.2 CURRENT DEPARTMENTS**

The current departments are: Anesthesia, Medicine, Surgery, Obstetrics-Pediatrics, and Emergency Medical Care.

- (a) The Department of Medicine shall include the clinical services of internal medicine, mental health, family practice, diagnostic imaging, gastroenterology, and medical subspecialties.
- (b) The Department of Surgery shall include the clinical services of general surgery, orthopedics, gynecology, otolaryngology, ophthalmology, urology, vascular surgery, general dentistry, pathology, plastic and reconstructive surgery, and podiatry.
- (c) The Department of Obstetrics and Pediatrics shall include the clinical services of obstetrics and pediatrics.
- (d) The Department of Emergency Medical Care shall include the clinical service of emergency medicine.
- (e) The Department of Anesthesia shall include the clinical service of anesthesia..

##### **9.3 ASSIGNMENT TO DEPARTMENTS**

Each member shall be assigned membership in at least one department.,

##### **9.4 FUNCTIONS OF DEPARTMENTS**

Each department, functioning as a committee of the whole, is responsible for the quality of care within the Department, and for the effective performance of the following:

- (a) conducting patient care reviews and utilization review through analyzing and evaluating the quality and appropriateness of care and treatment provided to patients within the Department with the purpose of improving care. The manner of patient care review will be outlined in the Quality Assessment Plan, and shall be approved by the Medical Staff;
- (b) recommending to the Medical Executive Committee guidelines for the granting of clinical privileges and the performance of specified services within the Department;
- (c) conducting, participating, and making recommendations regarding educational programs pertinent to Departmental clinical practice;

- (d) reviewing and evaluating Departmental adherence to: (1) Medical Staff policies and procedures and (2) sound principles of clinical practice;
- (e) coordinating patient care provided by the Department's members with nursing and ancillary patient care services;
- (f) submitting written reports to the Medical Executive Committee concerning: (1) the Department's review and evaluation activities, actions taken thereon, and the results of such action; (2) recommendations for maintaining and improving the quality of care provided in the Department and the Hospital; and (3) how quality and utilization review functions will be addressed;
- (g) meeting regularly for the purpose of considering patient care review findings and the result of the Department's other review and evaluation activities, as well as reports on other Department and Medical Staff functions;
- (h) establishing and appointing such committees or other mechanisms as are necessary and desirable to perform properly the functions assigned to it, including proctoring protocols;
- (i) taking appropriate action when problems in patient care and clinical performance or opportunities to improve care are identified;
- (j) accounting to the Medical Executive Committee for all professional and Medical Staff administrative activities within the Department; and
- (k) formulating recommendations for Departmental Rules reasonably necessary for the proper discharge of its responsibilities subject to the approval by the Medical Executive Committee and the Medical Staff.
- (l) Recommending space and other resources needed by the Department; and assessing and recommending off-site sources for needed patient care, treatment and services within the purview of, but not provided directly by the Department.

## **9.5 DEPARTMENT CHAIR AND VICE CHAIR**

### **9.5-1 QUALIFICATIONS**

Each department shall have a chair and vice chair who shall be a member of the Active Medical Staff and shall, if required by law, be board certified or board qualified in his/her specialty, or possess comparable qualifications and competence; and, further, shall be qualified by training, experience and demonstrated ability in at least one of the clinical areas covered by the Department.

### **9.5-2 SELECTION**

The chair and vice chair shall be elected by those members of the Department who are eligible to vote for general officers of the Medical Staff. Nominations shall be made from the floor when the election meeting is held. Vacancies due to any reason shall be filled for the unexpired term through special election by the respective department with such mechanisms as that department may adopt.

### **9.5-3 TERMS OF OFFICE**

Each department chair and vice chair shall serve a two (2) year term which coincides with the Medical Staff year or until their successors are chosen, unless they shall sooner resign, be removed from office, or lose their Medical Staff membership or privileges in that department. Department chairs shall be eligible, without further vote, to succeed themselves.. The intention is for the Vice Chair to assume the role as chair for the following term, if elected.

### **9.5-4 REMOVAL**

Department chairs and vice chairs may be removed from office for valid cause, including, but not limited to, to loss of confidence and support of the members of the Department, failure to cooperatively and effectively perform the responsibilities of his/her office, gross neglect or misfeasance in office, or serious acts of moral turpitude. Removal of a department chair may be initiated by the Medical Executive Committee or by a petition which states the grounds for removal and is signed by at least one-third of the members of the department eligible to vote. Removal shall be considered at a special meeting called for that purpose. The grounds for the proposed removal shall be presented to the chair or vice chair in writing at least seven (7) days prior to the special meeting, and the chair or vice chair shall be given the opportunity to address the stated grounds before the matter is put to a vote. Removal shall require a two-thirds vote of department members eligible to vote on Department matters, voting either in person at the special meeting or by mail ballot.

### **9.5-5 DUTIES OF DEPARTMENT CHAIR**

Each Department chair shall have the following authority, duties and responsibilities:

- (a) act as presiding officer at departmental meetings;
- (b) report to the Medical Executive Committee and to the Chief of Staff regarding all professional and administrative activities within the Department;
- (c) evaluating and making appropriate recommendations regarding the qualifications of applicants seeking appointment or reappointment and clinical privileges within that Department;
- (d) generally monitor the quality of patient care and professional performance rendered by members with clinical privileges in the Department through a planned and systematic process; and oversee the effective conduct of the patient care, evaluation, and monitoring functions delegated to the Department by the Medical Executive Committee. At the discretion of the chair, this function may be delegated to the vice chair;
- (e) develop and implement Departmental programs for retrospective patient care review, on-going monitoring of practice, credentials review and privilege delineation, medical education, utilization review, and quality assessment;
- (f) be a voting member of the Medical Executive Committee, and give guidance on the overall medical policies of the Medical Staff and Hospital and make specific recommendations and suggestions regarding the Department;
- (g) transmit to the Medical Executive Committee the Department's recommendations concerning practitioner appointment and classification, reappointment, criteria for clinical privileges, monitoring of specified services, and corrective action with respect to persons with clinical privileges in the Department;

- (h) endeavor to enforce the Medical Staff Bylaws, Rules, and policies within the Department;
  - (i) communicate and implement within the Department actions taken by the Medical Executive Committee;
  - (j) participate in every phase of administration of the Department, including making recommendations for space and other resources needed by the Department and cooperating with the nursing service and the Hospital Administration in matters such as personnel, supplies, special regulations, standing orders, and techniques;
- 
- (k) assist in the preparation of such annual reports, including budgetary planning, pertaining to the Department, as may be required by the Medical Executive Committee; and
  - (l) perform such other duties commensurate with the office as may from time to time be requested by the Chief of Staff or the Medical Executive Committee.

TAHOE FOREST HOSPITAL DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
DEPARTMENT CHAIR

This Agreement is made and entered into on January 1, 2014 by and between Johanna Koch, M.D., Incline Village Community Hospital Sub-Committee Chair (hereinafter referred to as "DEPARTMENT CHAIR") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates a 25 bed Critical Access Hospital with a 37 bed Skilled Nursing Facility in Truckee, California, a four-bed hospital offering 24-hour emergency services and surgicenter services in Incline Village, Nevada, including its Medical Staff (hereinafter referred to as "MEDICAL STAFF"). DISTRICT desires to enter into an agreement with DEPARTMENT CHAIR to monitor the quality and appropriateness of care provided to residents of the DISTRICT. The DEPARTMENT CHAIR is licensed to practice medicine in the State of Nevada. The DISTRICT is desirous of engaging DEPARTMENT CHAIR to perform such duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. **Responsibilities:** During the term of this agreement, the DEPARTMENT CHAIR will be responsible for the provision of all services outlined in Exhibit A (Department Chair Duties Bylaws Excerpt and Medical Executive Bylaws Duties excerpt) attached hereto and made a part hereof.
2. **Compensation:** DISTRICT shall pay DEPARTMENT CHAIR, Four Hundred Dollars (\$400.00) per month, payable on the 15<sup>th</sup> day of the month immediately following the month during which Department Chair services are rendered by DEPARTMENT CHAIR.

The Hospital will reimburse DEPARTMENT CHAIR for reasonable out-of-pocket expenses incurred by DEPARTMENT CHAIR when performing duties under this Agreement, and will also pay for training and education related to the performance of those duties, as approved by the Hospital's Chief Executive Officer or designee.

3. **Term:** Subject to earlier termination as provided hereafter, this agreement shall continue for a period of one year commencing as of the above written date.
4. **Termination:** This agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:

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

DEPARTMENT CHAIR  
Johanna Koch, MD  
889 Alder Avenue, #203  
Incline Village, NV 89451

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Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United States mail, postage prepaid.

5. Independent Contractor: DEPARTMENT CHAIR shall perform the services and duties required under this agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with, DISTRICT.
6. DISTRICT's Obligations:
  - A. DISTRICT shall provide services to patients according to the DISTRICT/ MEDICAL STAFF policies. DISTRICT retains professional and administrative responsibility for the services rendered.
  - B. Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will provide the DEPARTMENT CHAIR an orientation to the DEPARTMENT CHAIR functions. Additional materials will be provided, as needed, throughout the term of the agreement. The Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will be accessible to the DEPARTMENT CHAIR and will facilitate coordination and continuity of services.
  - C. DISTRICT will ensure the quality and utilization of services in accordance with its quality management program.
  - D. DISTRICT will provide DEPARTMENT CHAIR with any changes to these rules, regulations and standards and allow the DEPARTMENT CHAIR at least thirty (30) days to meet these changes.
7. Compliance With Laws and Regulations: DEPARTMENT CHAIR at all times while performing hereunder shall be licensed to practice medicine in the State of California and/or the State of Nevada will maintain Active Staff privileges on the DISTRICT's Medical Staff. DEPARTMENT CHAIR shall perform duties in a timely manner and in accordance with DISTRICT policies and Medical Staff Bylaws and Rules and Regulations. In addition, DEPARTMENT CHAIR shall comply with the laws of the State of California, the standards of the Healthcare Facilities Accreditation Program (HFAP), and the Ethics of the American Medical Association and the American Osteopathic Association. DEPARTMENT CHAIR will comply with educational requirements and adhere to personnel qualifications.



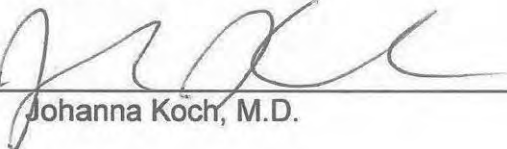
8. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that DEPARTMENT CHAIR shall be covered under DISTRICT's comprehensive general liability insurance while performing as DEPARTMENT CHAIR hereunder. DEPARTMENT CHAIR shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the states and approved by the DISTRICT with limits not less than \$1,000,000.
9. Access To Books And Records Of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the DEPARTMENT CHAIR will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is governed by the requirements of Public Law 96-+99, Sec 952 (Sec 1861 (v) (1) of the Social Security Act) and the regulation promulgated thereunder.
10. Entire Agreement. This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter thereof.

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

DISTRICT

BY:  DATE: 1/30/14  
Robert A. Schapper,  
Chief Executive Officer

DEPARTMENT CHAIR

BY:  DATE: 1/9/2014  
Johanna Koch, M.D.

## EXHIBIT A

### MEDICAL STAFF BYLAWS DEPARTMENT CHAIR DUTIES

#### .5 DEPARTMENT CHAIR AND VICE CHAIR

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##### 9.5-1 QUALIFICATIONS

Each department shall have a chair and vice chair who shall be a member of the Active or Senior Active Medical Staff and shall, if required by California hospital licensure regulations, be board certified or board eligible in his/her specialty; and, further, shall be qualified by training, experience and demonstrated ability in at least one of the clinical areas covered by the Department.

##### 9.5-2 SELECTION

The chair and vice chair shall be elected every year by those members of the Department who are eligible to vote for general officers of the Medical Staff. Nominations shall be made from the floor when the election meeting is held. Vacancies due to any reason shall be filled for the unexpired term through special election by the respective department with such mechanisms as that department may adopt.

##### 9.5-3 TERMS OF OFFICE

Each department chair and vice chair shall serve a one year term which coincides with the Medical Staff year or until their successors are chosen, unless they shall sooner resign, be removed from office, or lose their Medical Staff membership or privileges in that department. Department officers shall be eligible, without further vote, to succeed themselves, but may not serve more than two consecutive terms in the same office.

##### 9.5-4 REMOVAL

Department chairs and vice chairs may be removed from office for cause, including but not limited to loss of confidence and support of the members of the Department or failure to cooperatively and effectively perform the responsibilities of his/her office. Recall may be accomplished by a two-thirds vote of the Executive Committee or a two-thirds vote of the Department members eligible to vote on Departmental matters who cast votes.

##### 9.5-5 DUTIES OF DEPARTMENT CHAIR

Each Department chair shall have the following authority, duties and responsibilities, and the vice chair, in the absence of the chair, shall assume all of them and shall otherwise perform such duties as may be assigned to him/her:

- (a) Act as presiding officer at departmental meetings;
- (b) Report to the Executive Committee and to the Chief of Staff regarding all professional and administrative activities within the Department;
- (c) Generally monitor the quality of patient care and professional performance rendered by members with clinical privileges in the Department through a planned and systematic process; and oversee the effective conduct of the patient care, evaluation, and monitoring functions delegated to the Department by the Executive Committee. At the discretion of the chair, this function may be delegated to the vice chair;
- (d) Develop and implement Departmental programs for retrospective patient care review, on-going monitoring of practice, credentials review and privilege

- delineation, medical education, utilization review, and quality assessment;
- (e) Be a voting member of the Executive Committee, and give guidance on the overall medical policies of the Medical Staff and Hospital and make specific recommendations and suggestions regarding the Department;
  - (f) Transmit to the Executive Committee the Department's recommendations concerning practitioner appointment and classification, reappointment, criteria for clinical privileges, monitoring of specified services, and corrective action with respect to persons with clinical privileges in the Department;
  - (g) Endeavor to enforce the Medical Staff Bylaws, Rules, and policies within the Department;
  - (h) Communicate and implement within the Department actions taken by the Executive Committee;
  - (i) Participate in every phase of administration of the Department, including making recommendations for space and other resources needed by the Department and cooperating with the nursing service and the Hospital Administration in matters such as personnel, supplies, special regulations, standing orders, and techniques;
  - (j) Assist in the preparation of such annual reports, including budgetary planning, pertaining to the Department, as may be required by the Executive Committee; and
  - (k) Perform such other duties commensurate with the office as may from time to time be requested by the Chief of Staff or the Executive Committee.

#### **9.5-6 DUTIES OF DEPARTMENT VICE CHAIR**

The vice chair shall assume all duties and authority of the chair in the absence of the chair. The vice chair will be the Department representative to the Quality Assessment Committee. Each vice chair shall be principally responsible for quality assessment and utilization review activities within the Department. The vice chair's duties will therefore include serving as a liaison between the Hospital nursing case managers and the concerned individual physician, and as such shall serve as the physician advisor to the quality assessment and nursing case managers for his/her Department.

### **10.3 EXECUTIVE COMMITTEE**

#### **10.3-1 COMPOSITION**

The Executive Committee shall consist of the following persons:

- (a) The officers of the Medical Staff;
- (b) The Department chairs;
- (c) The Chair of the Quality Assessment Committee; and
- (d) The Chief Executive Officer, who may attend on an ex-officio basis without a vote.

### **10.3-2 DUTIES**

The duties of the Executive Committee shall include, but not be limited to:

- (a) Representing and acting on behalf of the Medical Staff in the intervals between Medical Staff meetings, subject to such limitations as may be imposed by these Bylaws;
- (b) Coordinating and implementing the professional and organizational activities and policies of the Medical Staff;
- (c) Receiving and acting upon reports and recommendations from Medical Staff departments, committees, and assigned activity groups;
- (d) Recommending actions to the Board of Directors on matters of a medical-administrative nature;
- (e) Recommending the organizational structure of the Medical Staff, the mechanism to review credentials, delineate individual clinical privileges, restrict or terminate privileges or membership and provide fair hearings, the organization of quality assessment activities and mechanisms of the Medical Staff, as well as other matters relevant to the operation of an organized Medical Staff;
- (f) Evaluating the medical care rendered to patients in the Hospital as necessary to assure that all patients admitted or treated in any of the Hospital services receive a uniform standard of quality patient care, treatment, and efficiency consistent with generally accepted standards attainable within the Hospital's means and circumstances.
- (g) Participating in the development and approval of all Medical Staff and Hospital policies, practice, and planning;
- (h) Reviewing the qualifications, credentials, performance and professional competence and character of applicants for both clinical privileges and/or Medical Staff membership, obtaining and considering the recommendations of the concerned departments, and making recommendations to the Board of Directors regarding Medical Staff appointments and reappointments, assignments to departments, clinical privileges, and corrective action;
- (i) Taking reasonable steps to promote ethical conduct and quality clinical performance on the part of all those requesting or holding clinical privileges and all members including requiring evaluation of performance whenever there is doubt about a practitioner's ability to perform requested privileges and/or the initiation of and participation in Medical Staff corrective or review measures when warranted;
- (j) Taking reasonable steps to develop continuing education activities and programs for the Medical Staff.
- (k) Designating such committees as may be appropriate or necessary to assist in carrying out the duties and responsibilities of the Medical Staff and approving or rejecting appointments to those committees by the Chief of Staff;
- (l) Reporting to the Medical Staff at each regular Medical Staff meeting;
- (m) Assisting in the obtaining and maintenance of accreditation;

- (n) Developing and maintaining methods for the protection and care of patients and others in the event of internal or external disaster;
- (o) Appointing such special or ad hoc committees as may seem necessary or appropriate to assist the Executive Committee in carrying out its functions and those of the Medical Staff;

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- (p) Reviewing the quality and appropriateness of services provided by physicians and allied health professionals enjoying agreements with the Hospital;
- (q) Reviewing and approving the designation of the Hospital's authorized representative for National Practitioner Data Bank purposes; and
- (r) Reviewing and approving the Utilization Review and Quality Assessment Plans.

**10.3-3 MEETINGS**

The Executive Committee shall meet as often as necessary, but at least once a month and shall maintain a record of its proceedings and actions.



**CONTRACT ROUTING FORM**

Email Completed Form to Executive Assistant ([pbarrett@tfhd.com](mailto:pbarrett@tfhd.com)) for Processing and Compliance Review

<b>NEW CONTRACT</b> <input type="checkbox"/>		<b>AMEND SCOPE</b> <input type="checkbox"/>		<b>AMEND TERM</b> <input checked="" type="checkbox"/>		<b>AUTO RENEW</b> <input type="checkbox"/>		<b>BAA</b> <input type="checkbox"/>					
<b>ORIGINATING DEPARTMENT:</b> Medical Staff Services				<b>CONTACT PERSON:</b> Terri Schnieder <b>PHONE:</b> 582-6640									
<b>RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):</b>		CEO <input checked="" type="checkbox"/>		CFO <input type="checkbox"/>		COO <input type="checkbox"/>		CNO <input type="checkbox"/>		CIO <input type="checkbox"/>		IVCH <input type="checkbox"/>	
<b>REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>										<b>MEETING DATE:</b> Straight to Board		<b>COMMITTEE RECOMMENDS:</b>	
<b>TYPE OF CONTRACT:</b>													
Physician Professional Service Agreement (P-PSA)				<input checked="" type="checkbox"/>		Type: MEC Officer (Secretary-Treasurer / Member at Large)							
Physician Medical Director Agreement (MDA)				<input type="checkbox"/>		Type: _____							
Vendor Professional Service Agreement (V-PSA)				<input type="checkbox"/>		Type: _____							
Other _____				<input type="checkbox"/>		Type: _____							
❖ <b>Business Associated Agreement Required?</b>				YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>							
<b>CONTRACTOR/VENDOR DETAILS:</b> <i>If needed, additional instructions and information may be provided on Page 2</i>													
<b>LEGAL NAME OF CONTRACTOR/ VENDOR:</b> Chris Arth, M.D. and Eddie Mozen, M.D.													
<b>Purpose of the Contract/Alternatives:</b> Amendment to extend for 1 additional year term. The Medical Staff elects Medical Staff officers to perform the self governance of the medical staff and to serve on the Medical Executive Committee. These positions are now for 2 year terms. Both Drs. Arth and Mozen were elected effective 1/1/14. These positions will be extended for an additional 1 year term, resulting in a 2 year term as now reflected in the Medical Staff Bylaws.													
<b>Scope of the Contract:</b> Per the Medical Staff Bylaws, the officers of the medical staff have clearly outlined duties including sitting on the Medical Executive Committee. These are outlined in the contract.													
<b>DATES OF CONTRACT:</b>				<b>EFFECTIVE DATE:</b> 1/1/2015				<b>END DATE:</b> 12/31/15					
<b>Version History:</b>				Original Effective date: 1/1/2014 Renewal Dates: Amendment Dates: 1/1/2015									
<b>PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR</b>													
<b>Compensation Structure:</b> <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$400/month for services rendered pursuant to the contract. Additionally, reimbursement for reasonable out of pocket expenses for education and training related to performance of duties described in the contract.													
<b>Contract Term:</b> <i>(anything other than Net 30 requires AC approval)</i> Net 30													
<b>Total Cost of Contract:</b>				\$9,600 per two year term									
<b>Compensation Audit Process:</b>				See Policies AGOV-10 and ABD-21									
<b>Is Cost of Contract Budgeted?</b>				YES <input checked="" type="checkbox"/>		NO <input type="checkbox"/>							
<b>If NOT budgeted or exceeds budgeted amount, identify the offset:</b>													
<b>TFHS Primary Responsible Party:</b>				Terri Schnieder, CPMSM, Director of Medical Staff Services									
<b>TFHS Secondary Responsible Party:</b>				Robert Schapper, Chief Executive Officer									



ORIGINATING DEPARTMENT: <b>Medical Staff Services</b>	CONTACT PERSON: <u>Terri Schnieder</u> Phone: <b>582-6640</b>
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LEGAL NAME OF CONTRACTOR/ VENDOR: <b>Chris Arth, M.D. and Eddie Mozen, M.D.</b>
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**REQUIRED COMPLIANCE INFORMATION**

Commercially Reasonable Verified	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: <i>Arth for Gail Betz per attached e-mail</i> <i>Arth for Gail Betz per attached e-mail</i>
Verified within Fair Market Value	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

**CONTRACTOR INFORMATION**

Contractor Representative Name:	See additional Information Below		
Mailing Address:			
Telephone and Fax Number:	Phone:	Fax:	
Email Address of Contact:			
Accounts Receivable Representative:			

**REQUIRED FINANCIAL INFORMATION**

**W-9 and Certificates of Insurance Must Be Submitted with any Contract**

**ADDITIONAL INFORMATION**

Chris Arth, M.D.  
10956 Donner Pass Road, #130  
Truckee, CA 96161  
582-587-3523  
582-6192  
carth@tfhd.com

Eddie Mozen, M.D.  
P. O. Box 3718  
Olympic Valley, CA 96146  
587-6011  
582-3201  
emozen@tfhd.com

A minimum of 4 hours of services, resulting in hourly compensation of no more than \$100/hour, will be rendered in this role.

25% of total cost of contract is subsidized by Medical Staff Services dues.

**Reference:**  
Policy ABD – 21 Physician and Professional Service Agreements  
Policy AGOV – 10 Contract Review Policy  
Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.*  
*Certificates of Insurance are required for any contract in which any service is being provided.*

**THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:**

W-9 Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Certificate of Insurance Received? Yes: <input type="checkbox"/> No: <input type="checkbox"/>
New Vendor information Sent to Accounts Payable? Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is <b>required</b> for A/P to process their payments.

<b>Contracts Review:</b> _____ Date                      Initials  <b>CFO Review:</b> _____ Date                      Initials	<b>BOARD ACTION:</b> _____ Out for TFHD Signature:                      Date: _____ Out for Vendor Signature:                      Date: _____ Uploaded to Contracts System:                      Date: _____	<b>MEETING DATE:</b> Receive Date: _____ Receive Date: _____ Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>
	<b>CONTRACT #:</b> _____ (i.e. 10001)	<b>Document Reference:</b> _____ (i.e. #####.C)

**Hoffman, Ashly**

AMH 12/11/14

**From:** Betz, Gail  
**Sent:** Thursday, December 11, 2014 11:40 AM  
**To:** Hoffman, Ashly  
**Cc:** Barrett, Patricia  
**Subject:** Fwd: Arth/Mozen Amendments  
**Attachments:** image001.gif; Amendment to PSA Secretary-Treasurer - Arth.docx; ArthMozenMed Staff Officers Contract Routing Form\_2015-01-01v2.pdf; Mozen - Member at Large PSA.pdf; Arth - Secretary-Treasurer PSA.pdf; Amendment to PSA Member at Large - Mozen.docx

The contract routing form and 2 contact amendments attached are approved for FMV and Commercial reasonableness for the 2 continuing medical staff officers Dr Arth and Dr Mozen.

Gail

Sent via the Samsung GALAXY S®4, an AT&T 4G LTE smartphone

----- Original message -----

**From:** "Hoffman, Ashly" <AHoffman@TFHD.COM>  
**Date:** 12/11/2014 10:25 AM (GMT-08:00)  
**To:** "Betz, Gail" <gbetz@TFHD.COM>  
**Cc:** "Barrett, Patricia" <pbarrett@TFHD.COM>  
**Subject:** Arth/Mozen Amendments

Attached are the revised Arth/Mozen Amendments for your review.

**Ashly M. Hoffman**

Contracts Coordinator

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



P.O. Box 759

Truckee, CA 96160

(530) 582-6384 tel.

(530) 582-3567 fax



AMENDMENT TO TAHOE FOREST HOSPITAL DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
SECRETARY - TREASURER

This Amendment is effective on the 1<sup>st</sup> day of January 2015, by and between Tahoe Forest Hospital District (hereinafter "DISTRICT") and Chris Arth, M.D., (hereinafter "SECRETARY - TREASURER") and shall amend and become a part of a certain agreement made between the parties dated January 1, 2014 (hereinafter "BASIC AGREEMENT").

NOW, THEREFORE, the parties agree as follows:

Section 1, "Responsibilities" of the BASIC AGREEMENT shall be removed in its entirety and shall be replaced with the following language: "During the term of this Agreement, the SECRETARY-TREASURER shall be accountable for all duties and services outlined in, EXHIBIT A-1, Article VIII – Officers of the Medical Staff Services Bylaws, attached hereto and made part hereof. SECRETARY-TREASURER shall complete a minimum of 4 hours each month performing the responsibilities of this position.

Section 2, "Compensation" of the BASIC AGREEMENT shall be removed in its entirety and shall be replaced with the following language:

Compensation: DISTRICT shall pay SECRETARY - TREASURER, Four Hundred Dollars (\$400.00), payable on the 15<sup>th</sup> day of the month immediately following the month which SECRETARY - TREASURER renders services, so long as SECRETARY - TREASURER submits the signed Monthly Services Attestation Form attached hereto and incorporated herein as EXHIBIT B.

DISTRICT shall reimburse SECRETARY - TREASURER for reasonable out-of-pocket expenses incurred by SECRETARY - TREASURER while performing duties under this Agreement, so long as those expenses comply with DISTRICT policies in place at the time such expenses were incurred.

DISTRICT shall reimburse SECRETARY - TREASURER for reasonable out-of-pocket expenses incurred as a result of training and education related to the performance of the duties described herein, so long as such expenses have been pre-approved by the Hospital's Chief Executive Officer or designee, and the expenses comply with DISTRICT policies in place at the time such expenses were incurred.

Section 3, "Term" of the BASIC AGREEMENT shall be removed in its entirety and shall be replaced with the following language "Term: Subject to earlier termination as provided hereafter, this Agreement shall continue for a period of two (2) years

commencing as of the above written date.” The end result of this change will result in the BASIC AGREEMENT expiring on December 31, 2015.

EXHIBIT A, “Officers” of the BASIC AGREEMENT shall be removed in its entirety and replaced with the current revised Bylaws “Article VIII Officers” attached to this Amendment as EXHIBIT - A1. The end result of this change will result in a BASIC AGREEMENT which comports with the revised Bylaws contained therein.

Except as specifically revised by this Amendment and any and all subsequent Amendments, the BASIC AGREEMENT shall continue in full force and effect pursuant to the terms thereof.

TAHOE FOREST HOSPITAL DISTRICT

BY: \_\_\_\_\_  
Robert A. Schapper  
Chief Executive Officer

Date: \_\_\_\_\_

SECRETARY - TREASURER

BY: \_\_\_\_\_  
Chris Arth, M.D.

Date: \_\_\_\_\_

**EXHIBIT B**



**TAHOE FOREST HOSPITAL DISTRICT  
MONTHLY SERVICE TIME ATTESTATION**

*Physician: Please verify that you have satisfied the minimum hours performed for the services rendered pursuant to your Professional Services Agreement.*

I, \_\_\_\_\_, hereby attest that I personally performed no less than 4 hours during the month of \_\_\_\_\_, 201\_\_ for all services required pursuant to my role as \_\_\_\_\_. I declare that the above statement is true and accurate to the best of my knowledge.

Physician's signature: \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT A-1**

**ARTICLE VIII - OFFICERS**

**8.1 OFFICERS OF THE MEDICAL STAFF**

**8.1-1 IDENTIFICATION**

The officers of the Medical Staff shall be the Chief of Staff, Vice Chief of Staff, Secretary-Treasure and Member-At -Large.

**8.1-2 QUALIFICATIONS**

Officers must be members of the Active Staff at the time of nomination and election, and must remain members in good standing during their terms of office. Failure to maintain that status shall immediately create a vacancy in the office involved.

**8.1-3 NOMINATIONS**

A. The Medical Staff shall provide for the election of the four (4) officers identified in Section 8.1-1, above, every two (2) years.

B. A Nominating Committee shall be convened, comprised of the Chief of Staff and two (2) other Active Staff members appointed by the Medical Executive Committee.

C. At least thirty (30) days prior to the deadline for voting as set forth in Section 8.1-4, below ("deadline for voting"), the Nominating Committee shall issue an announcement to the Medical Staff soliciting nominations for each office to be filled. Nominations may be submitted by any member of the Active Staff, and must be received by the Medical Staff Office at least fifteen (15) days prior to the deadline for voting.

D. After the close of nominations as provided above, the Nominating Committee will screen the nominees to confirm that they meet the basic qualifications for office. Each nominee will also be contacted to confirm his or her willingness to serve if elected. The Nominating Committee will then apply the following criteria to determine, in its discretion, which nominees will appear on the ballot and for which offices:

- (i) Balance of representation among specialties on the Medical Staff;
- (ii) Avoidance of having more than three (3) candidates run for a given office;
- (iii) Avoidance of having a single candidate run for more than one office;
- (iv) The preference of the nominee regarding the office for which he or she will run, if nominated for more than one office; and
- (v) Conflicting demands on the nominee if he or she is serving or has been elected to serve as Department Chair or Vice Chair.

E. In the event that the above process does not yield any qualified and willing candidates for a given office, or the Nominating Committee determines, in its discretion, that there should be one or more additional candidates for a given office, the Nominating Committee may nominate candidates on its own initiative and include them on the ballot.

F. Ballots will be issued at least five (5) days prior to the deadline for voting.

#### **8.1-4 ELECTIONS**

The election shall be by ballot, and the outcome shall be determined by a majority of votes cast by ballots that are returned to the Medical Staff Office no later than 72 hours prior to the annual meeting. Only members of the Active Staff are eligible to vote in the election.

#### **8.1-5 TERM OF ELECTED OFFICE**

All officers shall serve a two (2) year term and shall take office on the first day of the Medical Staff year. At the end of that officer's term, the Chief of Staff shall automatically assume the office of the immediate Past Chief of Staff and the Vice Chief of Staff shall automatically assume the office of the Chief of Staff.

An officer of the Medical Staff may be removed from office by a two-thirds vote of all Active Medical Staff members, for good cause, including but not limited to neglect or misfeasance in office, serious acts of moral turpitude, failure to discharge satisfactorily the duties of office, or loss of confidence and support of the Medical Staff. To bring the matter to a vote, a motion must be made and seconded at a regular or special Medical Staff meeting or by a letter to the Medical Executive Committee requesting the removal of an officer. The letter must be signed by a minimum of three (3) members of the Active Medical Staff. If a vote affirming the removal of an officer is obtained, the officer will immediately relinquish his/her position.

#### **8.1-6 VACANCIES IN ELECTED OFFICE**

Vacancies of the Secretary/Treasurer during the Medical Staff year shall be filled by the Medical Executive Committee. If there is a vacancy in the Office of the Chief of Staff, the Vice Chief of Staff shall serve for the remainder of his/her term. Should the Vice Chief of Staff be elevated to the Chief of Staff position, a special election shall be held to fill the Vice Chief of Staff position.

### **8.2 DUTIES AND AUTHORITY OF OFFICERS**

#### **8.2-1 CHIEF OF STAFF**

The Chief of Staff shall serve as the chief executive officer of the Medical Staff. The duties and authority of the Chief of Staff shall include, but not be limited to:

(a) enforcing the Medical Staff Bylaws and Rules, implementing sanctions where indicated, and promoting compliance with procedural safeguards where corrective action has been requested or initiated;

(b) exercising such authority as he/she deems necessary so that at all times patient welfare takes precedence over all other concerns;

- (c) in the interim between Medical Executive Committee meetings, performing those responsibilities of the Committee that, in his/her opinion, must be accomplished prior to the next regular or special meeting of the Committee;
- (d) calling, presiding at, and being responsible for the agenda of all meetings of the Medical Staff;
- (e) serving with a vote as Chair of the Medical Executive Committee;
- (f) serving as an ex officio member of all other Medical Staff committees without vote, unless his/her membership in a particular committee is required by these Bylaws, in which case voting rights shall apply unless otherwise specified;
- (g) interacting with the Chief Executive Officer and the Board of Directors in all matters of mutual concern within the Hospital;
- (h) appointing, with the agreement of the Medical Executive Committee, committee members and chair persons for all standing and special Medical Staff, liaison, or multidisciplinary committees, except where otherwise provided by these Bylaws and, except where otherwise indicated, designating the chairperson of these committees with the approval of the Medical Executive Committee;
- (i) representing the views and policies of the Medical Staff to the Board of Directors and to the Chief Executive Officer;
- (j) being a spokesman for the Medical Staff in external professional and public relations;
- (k) performing such other functions as may be assigned to the Chief of Staff by these Bylaws or the Rules, or by the Medical Executive Committee;
- (l) serving on liaison committees with the Board of Directors and Hospital Administration, as well as outside licensing or accreditation agencies; and,
- (m) being the designated person who receives reports or concerns on physician impairment.
- (n) continue to serve on the Medical Executive Committee, as the Past Chief of Staff, immediately following the election term for as much time as needed to assure continuity in the transition with the change in leadership.

## **8.2-2 VICE CHIEF OF STAFF**

The Vice Chief of Staff is the second officer of the Medical Staff. The Vice Chief of Staff shall assume all duties and authority of the Chief of Staff in the absence of the Chief of Staff. The Vice Chief of Staff shall be a member of the Quality Assessment Committee. The Vice Chief of Staff shall coordinate all Utilization Review functions. The Vice Chief of Staff shall be a voting member of the Medical Executive Committee and of the Joint Conference Committee, and shall perform such other duties as the Chief of Staff may assign or as may be delegated by these Bylaws, or by the Medical Executive Committee. The Vice Chief of Staff shall be a member of the Quality Assessment

Committee. The Vice Chief of Staff will remain on the Medical Executive Committee and serve the following term as the Chief of Staff.

### **8.2-3 IMMEDIATE PAST CHIEF OF STAFF**

The Immediate Past Chief of Staff shall be a member of the Medical Executive Committee and a member of the Joint Conference Committee and shall perform such other duties as may be assigned by the Chief of Staff or delegated by the Bylaws, or by the Medical Executive Committee. The Immediate Past Chief of Staff will remain on the Medical Executive Committee for at least three (3) months to assure a smooth transition with the change in leadership and longer as deemed necessary

### **8.2-3 SECRETARY-TREASURER**

The Secretary-Treasurer is the third officer of the Medical Staff. The Secretary-Treasurer shall be a voting member of the Medical Executive Committee. His/Her duties shall include, but not be limited to:

- (a) maintaining a roster of Medical Staff members;
- (b) keeping accurate and complete minutes of all Medical Executive Committee and general and special Medical Staff meetings;
- (c) calling meetings on the order of the Chief of Staff or Medical Executive Committee;
- (d) attending to all appropriate correspondence and notices on behalf of the Medical Staff;
- (e) receiving and safeguarding all funds of the Medical Staff including operational and scholarship funds and presenting financial reports to the Medical Executive Committee;
- (f) serving on any committee as assigned; and
- (g) performing such other duties as ordinarily pertains to the office or as may be assigned from time to time by the Chief of Staff or Medical Executive Committee.

### **8.2-4 MEMBER-AT-LARGE**

- (a) Perform such other functions as may be assigned by the Chief of Staff or Medical Executive Committee.

TAHOE FOREST HOSPITAL DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
SECRETARY - TREASURER

This Agreement is made and entered into on January 1, 2014 by and between Chris Arth M.D., (hereinafter referred to as "SECRETARY - TREASURER") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates a 25 bed Critical Access Hospital with a 37 bed Skilled Nursing Facility in Truckee, California, a four-bed hospital offering 24-hour emergency services and surgicenter services in Incline Village, Nevada, including its Medical Staff (hereinafter referred to as "MEDICAL STAFF"). DISTRICT desires to enter into an agreement with SECRETARY-TREASURER to monitor the quality and appropriateness of care provided to residents of the DISTRICT. The SECRETARY-TREASURER is licensed to practice medicine in the State of California. The DISTRICT is desirous of engaging SECRETARY-TREASURER to perform such duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. **Responsibilities:** During the term of this agreement, the SECRETARY-TREASURER will be responsible for the provision of all services outlined in Exhibit A (Officer Duties Bylaws Excerpt and Medical Executive Bylaws Duties excerpt) attached hereto and made a part hereof.
2. **Compensation:** DISTRICT shall pay SECRETARY-TREASURER, Four Hundred Dollars (\$400.00) per month, payable on the 15<sup>th</sup> day of the month immediately following the month during which SECRETARY-TREASURER services are rendered by SECRETARY-TREASURER.

The Hospital will reimburse SECRETARY-TREASURER for reasonable out-of-pocket expenses incurred by SECRETARY-TREASURER when performing duties under this Agreement, and will also pay for training and education related to the performance of those duties, as approved by the Hospital's Chief Executive Officer or designee.

3. **Term:** Subject to earlier termination as provided hereafter, this agreement shall continue for a period of one year commencing as of the above written date.
4. **Termination:** This agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:



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

SECRETARY-TREASURER  
Chris Arth, M.D.  
10956 Donner Pass Road, #130  
Truckee, CA 96161

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United States mail, postage prepaid.

5. Independent Contractor: SECRETARY-TREASURER shall perform the services and duties required under this agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with, DISTRICT.
6. DISTRICT's Obligations:
  - A. DISTRICT shall provide services to patients according to the DISTRICT/ MEDICAL STAFF policies. DISTRICT retains professional and administrative responsibility for the services rendered.
  - B. Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will provide the SECRETARY-TREASURER an orientation to the SECRETARY-TREASURER functions. Additional materials will be provided, as needed, throughout the term of the agreement. The Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will be accessible to the SECRETARY-TREASURER and will facilitate coordination and continuity of services.
  - C. DISTRICT will ensure the quality and utilization of services in accordance with its quality management program.
  - D. DISTRICT will provide SECRETARY-TREASURER with any changes to these rules, regulations and standards and allow the SECRETARY-TREASURER at least thirty (30) days to meet these changes.
7. Compliance With Laws and Regulations: SECRETARY-TREASURER at all times while performing hereunder shall be licensed to practice medicine in the State of California and/or the State of Nevada will maintain Active Staff privileges on the DISTRICT's Medical Staff. SECRETARY-TREASURER shall perform duties in a timely manner and in accordance with DISTRICT policies and Medical Staff Bylaws and Rules and Regulations. In addition, SECRETARY-TREASURER shall comply with the laws of the State of California, the standards of the Healthcare Facilities Accreditation Program (HFAP), and the Ethics of the American Medical Association and the American Osteopathic Association. SECRETARY-TREASURER will comply with educational requirements and adhere to personnel qualifications.

8. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that SECRETARY-TREASURER shall be covered under DISTRICT's comprehensive general liability insurance while performing as SECRETARY-TREASURER hereunder. SECRETARY-TREASURER shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the states and approved by the DISTRICT with limits not less than \$1,000,000.
  
9. Access To Books And Records Of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the SECRETARY-TREASURER will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is governed by the requirements of Public Law 96-+99, Sec 952 (Sec 1861 (v) (1) of the Social Security Act) and the regulation promulgated thereunder.
  
10. Entire Agreement. This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter thereof.

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

DISTRICT

BY:  DATE: 3/12/14  
 Robert A. Schapper,  
 Chief Executive Officer

SECRETARY-TREASURER  
 BY:  DATE: 2/25/14  
 Chris Arth, M.D.

## **EXHIBIT A**

### **OFFICERS**

#### **8.1 OFFICERS OF THE MEDICAL STAFF**

##### **8.1-1 IDENTIFICATION**

The officers of the Medical Staff shall be the Chief of Staff, Vice Chief of Staff, Secretary-Treasurer and Member-At-Large.

##### **8.1-2 QUALIFICATIONS**

Officers must be members of the Active Staff or Senior Active Staff at the time of nomination and election, and must remain members in good standing during their terms of office. Failure to maintain that status shall immediately create a vacancy in the office involved. The Chief of Staff or his/her designee shall be eligible for a monthly stipend, the amount to be determined by the Executive Committee and payable by the Medical Staff.

##### **8.1-3 NOMINATIONS**

Not less than 45 days prior to the annual meeting, the Chief of Staff shall issue a call for nominations for Medical Staff officers. Nominations must be received by the Medical Staff Office no later than 21 days prior to the annual meeting.

##### **8.1-4 ELECTIONS**

The election shall be by mail ballot, and the outcome shall be determined by a majority of votes cast by mail ballots that are returned to the Medical Staff Office no later than 72 hours prior to the annual meeting. Members of the Active, Incline Village, and Senior Active Staffs are eligible to vote in the election.

##### **8.1-5 TERM OF ELECTED OFFICE**

All officers shall serve a one (1) year term and shall take office on the first day of the Medical Staff year. No officer shall serve more than two (2) consecutive terms in the same capacity. The intention is for the Vice Chief of Staff to remain on Executive Committee and serve the following year as the Chief of Staff. The Vice Chief of Staff will assume the duties and the title of the Chief of Staff beginning on the first day of the Medical Staff year, succeeding his/her tenure as Vice Chief of Staff.

An officer of the Medical Staff may be removed from office by a two-thirds vote of all Active Medical Staff members, for good cause, including but not limited to loss of confidence and support of the Medical Staff. To bring the matter to a vote, a motion must be made and seconded at a regular or special Medical Staff meeting or by a letter to the Executive Committee requesting the removal of an officer. The letter must be signed by a minimum of three (3) members of the Active Medical Staff. If a vote affirming the removal of an officer is obtained, the officer will immediately relinquish his/her position.

##### **8.1-6 VACANCIES IN ELECTED OFFICE**

Vacancies of the Secretary/Treasurer during the Medical Staff year shall be filled by the Executive Committee. If there is a vacancy in the Office of the Chief of Staff, the Vice Chief of Staff shall serve for the remainder of his/her term. Should the Vice Chief of Staff be elevated to the Chief of Staff position, and then a special election shall be held to fill the Vice Chief of Staff position.

## **8.2 DUTIES AND AUTHORITY OF OFFICERS**

### **8.2-1 CHIEF OF STAFF**

The Chief of Staff shall serve as the chief executive officer of the Medical Staff. The duties and authority of the Chief of Staff shall include, but not be limited to:

- (a) enforcing the Medical Staff Bylaws and Rules, implementing sanctions where indicated, and promoting compliance with procedural safeguards where corrective action has been requested or initiated;
- (b) exercising such authority as he/she deems necessary so that at all times patient welfare takes precedence over all other concerns;
- (c) in the interim between Executive Committee meetings, performing those responsibilities of the Committee that, in his/her opinion, must be accomplished prior to the next regular or special meeting of the Committee;
- (d) calling, presiding at, and being responsible for the agenda of all meetings of the Medical Staff;
- (e) serving with a vote as Chair of the Executive Committee;
- (f) serving as an ex officio member of all other Medical Staff committees without vote, unless his/her membership in a particular committee is required by these Bylaws;
- (g) interacting with the Chief Executive Officer and the Board of Directors in all matters of mutual concern within the Hospital;
- (h) appointing, with the agreement of the Executive Committee, committee members for all standing and special Medical Staff, liaison, or multidisciplinary committees, except where otherwise provided by these Bylaws and, except where otherwise indicated, designating the chairperson of these committees with the approval of the Executive Committee;
- (i) representing the views and policies of the Medical Staff to the Board of Directors and to the Chief Executive Officer;
- (j) being a spokesman for the Medical Staff in external professional and public relations;
- (k) performing such other functions as may be assigned to the Chief of Staff by these Bylaws or the Rules, or by the Executive Committee;
- (l) serving on liaison committees with the Board of Directors and Hospital Administration, as well as outside licensing or accreditation agencies; and
- (m) being the designated person who receives reports or concerns on physician impairment.

### **8.2-2 VICE CHIEF OF STAFF**

The Vice Chief of Staff is the second officer of the Medical Staff. The Vice Chief of Staff shall assume all duties and authority of the Chief of Staff in the absence of the Chief of Staff. The Vice Chief of Staff shall coordinate all Utilization Review functions. The Vice Chief of Staff shall be a voting member of the Executive Committee and of the Joint

Conference Committee, and shall perform such other duties as the Chief of Staff may assign or as may be delegated by these Bylaws, or by the Executive Committee.

#### **8.2-3 SECRETARY-TREASURER**

The Secretary-Treasurer is the third officer of the Medical Staff. The Secretary-Treasurer shall be a voting member of the Executive Committee. His/Her duties shall include, but not be limited to:

- (a) maintaining a roster of Medical Staff members;
- (b) keeping accurate and complete minutes of all Executive Committee and general and special Medical Staff meetings;
- (c) calling meetings on the order of the Chief of Staff or Executive Committee;
- (d) attending to all appropriate correspondence and notices on behalf of the Medical Staff;
- (e) receiving and safeguarding all funds of the Medical Staff including operational and scholarship funds and presenting financial reports to the Executive Committee;
- (f) serving as the Chairman of the Interdisciplinary Practice Committee; and
- (g) performing such other duties as ordinarily pertains to the office or as may be assigned from time to time by the Chief of Staff or Executive Committee.

#### **8.2-4 MEMBER-AT-LARGE**

- (a) The Member -At-Large will serve as chairperson of the Bioethics Committee.
- (a) Perform such other functions as may be assigned by the Chief of Staff or Executive Committee.

### **10.3 EXECUTIVE COMMITTEE**

#### **10.3-1 COMPOSITION**

The Executive Committee shall consist of the following persons:

- (a) The officers of the Medical Staff;
- (b) The Department chairs;
- (c) The Chair of the Quality Assessment Committee; and
- (d) The Chief Executive Officer, who may attend on an ex-officio basis without a vote.

#### **10.3-2 DUTIES**

The duties of the Executive Committee shall include, but not be limited to:

- (a) representing and acting on behalf of the Medical Staff in the intervals between Medical Staff meetings, subject to such limitations as may be imposed by these Bylaws;
- (b) coordinating and implementing the professional and organizational activities and policies of the Medical Staff;

- (c) receiving and acting upon reports and recommendations from Medical Staff departments, committees, and assigned activity groups;
- (d) recommending actions to the Board of Directors on matters of a medical-administrative nature;
- (e) recommending the organizational structure of the Medical Staff, the mechanism to review credentials, delineate individual clinical privileges, restrict or terminate privileges or membership and provide fair hearings, the organization of quality assessment activities and mechanisms of the Medical Staff, as well as other matters relevant to the operation of an organized Medical Staff;
- (f) evaluating the medical care rendered to patients in the Hospital as necessary to assure that all patients admitted or treated in any of the Hospital services receive a uniform standard of quality patient care, treatment, and efficiency consistent with generally accepted standards attainable within the Hospital's means and circumstances.
- (g) participating in the development and approval of all Medical Staff and Hospital policies, practice, and planning;
- (h) reviewing the qualifications, credentials, performance and professional competence and character of applicants for both clinical privileges and/or Medical Staff membership, obtaining and considering the recommendations of the concerned departments, and making recommendations to the Board of Directors regarding Medical Staff appointments and reappointments, assignments to departments, clinical privileges, and corrective action;
- (i) taking reasonable steps to promote ethical conduct and quality clinical performance on the part of all those requesting or holding clinical privileges and all members including requiring evaluation of performance whenever there is doubt about a practitioner's ability to perform requested privileges and/or the initiation of and participation in Medical Staff corrective or review measures when warranted;
- (j) taking reasonable steps to develop continuing education activities and programs for the Medical Staff.
- (k) designating such committees as may be appropriate or necessary to assist in carrying out the duties and responsibilities of the Medical Staff and approving or rejecting appointments to those committees by the Chief of Staff;
- (l) reporting to the Medical Staff at each regular Medical Staff meeting;
- (m) assisting in the obtaining and maintenance of accreditation;
- (n) developing and maintaining methods for the protection and care of patients and others in the event of internal or external disaster;
- (o) appointing such special or ad hoc committees as may seem necessary or appropriate to assist the Executive Committee in carrying out its functions and those of the Medical Staff;
- (p) reviewing the quality and appropriateness of services provided by physicians and

allied health professionals enjoying agreements with the Hospital;

- (q) reviewing and approving the designation of the Hospital's authorized representative for National Practitioner Data Bank purposes; and
- (r) reviewing and approving the Utilization Review and Quality Assessment Plans.

#### **10.3-3 MEETINGS**

The Executive Committee shall meet as often as necessary, but at least once a month and shall maintain a record of its proceedings and actions.

### **INTERDISCIPLINARY PRACTICE COMMITTEE**

#### **10.4-1 COMPOSITION**

The Interdisciplinary Practice Committee shall consist of a representative from Hospital Administration appointed by the Chief Executive Officer, the Nurse Executive, one (1) physician member of the Medical Staff, in addition to the chair, appointed by the Executive Committee, and two (2) registered nurses appointed by the Director of Nursing. In addition, representatives of the various allied health professions should serve as consultants on an as-needed basis, and, if available, shall be included in the committee proceedings when a member of the specialty is applying for privileges.

The chair of the Committee shall be the Secretary-Treasurer of the Medical Staff and shall serve the following year as a physician member to provide for consistency.

#### **10.4-2 DUTIES**

The Interdisciplinary Practice Committee shall oversee the credentialing and performance of registered nurses performing standardized procedures and the practice of allied health professionals at the Hospital as delineated in policies and procedures adopted by the Executive Committee.

#### **10.4-3 MEETINGS**

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

AMENDMENT TO TAHOE FOREST HOSPITAL DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
MEMBER AT LARGE

This Amendment is effective on the 1<sup>st</sup> day of January 2015, by and between Tahoe Forest Hospital District (hereinafter "DISTRICT") and Eddie Mozen, M.D., (hereinafter "MEMBER AT LARGE") and shall amend and become a part of a certain agreement made between the parties dated January 1, 2014 (hereinafter "BASIC AGREEMENT").

NOW, THEREFORE, the parties agree as follows:

Section 1, "Responsibilities" of the BASIC AGREEMENT shall be removed in its entirety and shall be replaced with the following language: "During the term of this Agreement, the MEMBER AT LARGE shall be accountable for all duties and services outlined in, EXHIBIT A-1, Article VIII – Officers of the Medical Staff Services Bylaws, attached hereto and made part hereof. MEMBER AT LARGE shall complete a minimum of 4 hours each month performing the responsibilities of this position.

Section 2, "Compensation" of the BASIC AGREEMENT shall be removed in its entirety and shall be replaced with the following language:

Compensation: DISTRICT shall pay MEMBER AT LARGE, Four Hundred Dollars (\$400.00), payable on the 15<sup>th</sup> day of the month immediately following the month which MEMBER AT LARGE renders services, so long as MEMBER AT LARGE submits the signed Monthly Services Attestation Form attached hereto and incorporated herein as EXHIBIT B.

DISTRICT shall reimburse MEMBER AT LARGE for reasonable out-of-pocket expenses incurred by MEMBER AT LARGE while performing duties under this Agreement, so long as those expenses comply with DISTRICT policies in place at the time such expenses were incurred.

DISTRICT shall reimburse MEMBER AT LARGE for reasonable out-of-pocket expenses incurred as a result of training and education related to the performance of the duties described herein, so long as such expenses have been pre-approved by the Hospital's Chief Executive Officer or designee, and the expenses comply with DISTRICT policies in place at the time such expenses were incurred.

Section 3, "Term" of the BASIC AGREEMENT shall be removed in its entirety and shall be replaced with the following language "Term: Subject to earlier termination as provided hereafter, this Agreement shall continue for a period of two (2) years commencing as of the above written date." The end result of this change will result in the BASIC AGREEMENT expiring on December 31, 2015.



EXHIBIT A, "Officers" of the BASIC AGREEMENT shall be removed in its entirety and replaced with the current revised Bylaws "Article VIII Officers" attached to this Amendment as EXHIBIT - A1. The end result of this change will result in a BASIC AGREEMENT which comports with the revised Bylaws contained therein.

Except as specifically revised by this Amendment and any and all subsequent Amendments, the BASIC AGREEMENT shall continue in full force and effect pursuant to the terms thereof.

TAHOE FOREST HOSPITAL DISTRICT

BY: \_\_\_\_\_  
Robert A. Schapper  
Chief Executive Officer

Date: \_\_\_\_\_

MEMBER AT LARGE

BY: \_\_\_\_\_  
Eddie Mozen, M.D.

Date: \_\_\_\_\_

**EXHIBIT B**



**TAHOE FOREST HOSPITAL DISTRICT  
MONTHLY SERVICE TIME ATTESTATION**

*Physician: Please verify that you have satisfied the minimum hours performed for the services rendered pursuant to your Professional Services Agreement.*

I, \_\_\_\_\_, hereby attest that I personally performed no less than 4 hours during the month of \_\_\_\_\_, 201\_\_ for all services required pursuant to my role as \_\_\_\_\_ . I declare that the above statement is true and accurate to the best of my knowledge.

Physician's signature: \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT A-1

### ARTICLE VIII - OFFICERS

#### 8.1 OFFICERS OF THE MEDICAL STAFF

##### 8.1-1 IDENTIFICATION

The officers of the Medical Staff shall be the Chief of Staff, Vice Chief of Staff, Secretary-Treasurer and Member-At -Large.

##### 8.1-2 QUALIFICATIONS

Officers must be members of the Active Staff at the time of nomination and election, and must remain members in good standing during their terms of office. Failure to maintain that status shall immediately create a vacancy in the office involved.

##### 8.1-3 NOMINATIONS

A. The Medical Staff shall provide for the election of the four (4) officers identified in Section 8.1-1, above, every two (2) years.

B. A Nominating Committee shall be convened, comprised of the Chief of Staff and two (2) other Active Staff members appointed by the Medical Executive Committee.

C. At least thirty (30) days prior to the deadline for voting as set forth in Section 8.1-4, below ("deadline for voting"), the Nominating Committee shall issue an announcement to the Medical Staff soliciting nominations for each office to be filled. Nominations may be submitted by any member of the Active Staff, and must be received by the Medical Staff Office at least fifteen (15) days prior to the deadline for voting.

D. After the close of nominations as provided above, the Nominating Committee will screen the nominees to confirm that they meet the basic qualifications for office. Each nominee will also be contacted to confirm his or her willingness to serve if elected. The Nominating Committee will then apply the following criteria to determine, in its discretion, which nominees will appear on the ballot and for which offices:

- (i) Balance of representation among specialties on the Medical Staff;
- (ii) Avoidance of having more than three (3) candidates run for a given office;
- (iii) Avoidance of having a single candidate run for more than one office;
- (iv) The preference of the nominee regarding the office for which he or she will run, if nominated for more than one office; and
- (v) Conflicting demands on the nominee if he or she is serving or has been elected to serve as Department Chair or Vice Chair.

E. In the event that the above process does not yield any qualified and willing candidates for a given office, or the Nominating Committee determines, in its discretion, that there should be one or more additional candidates for a given office, the Nominating Committee may nominate candidates on its own initiative and include them on the ballot.

F. Ballots will be issued at least five (5) days prior to the deadline for voting.

#### **8.1-4 ELECTIONS**

The election shall be by ballot, and the outcome shall be determined by a majority of votes cast by ballots that are returned to the Medical Staff Office no later than 72 hours prior to the annual meeting. Only members of the Active Staff are eligible to vote in the election.

#### **8.1-5 TERM OF ELECTED OFFICE**

All officers shall serve a two (2) year term and shall take office on the first day of the Medical Staff year. At the end of that officer's term, the Chief of Staff shall automatically assume the office of the immediate Past Chief of Staff and the Vice Chief of Staff shall automatically assume the office of the Chief of Staff.

An officer of the Medical Staff may be removed from office by a two-thirds vote of all Active Medical Staff members, for good cause, including but not limited to neglect or misfeasance in office, serious acts of moral turpitude, failure to discharge satisfactorily the duties of office, or loss of confidence and support of the Medical Staff. To bring the matter to a vote, a motion must be made and seconded at a regular or special Medical Staff meeting or by a letter to the Medical Executive Committee requesting the removal of an officer. The letter must be signed by a minimum of three (3) members of the Active Medical Staff. If a vote affirming the removal of an officer is obtained, the officer will immediately relinquish his/her position.

#### **8.1-6 VACANCIES IN ELECTED OFFICE**

Vacancies of the Secretary/Treasurer during the Medical Staff year shall be filled by the Medical Executive Committee. If there is a vacancy in the Office of the Chief of Staff, the Vice Chief of Staff shall serve for the remainder of his/her term. Should the Vice Chief of Staff be elevated to the Chief of Staff position, a special election shall be held to fill the Vice Chief of Staff position.

### **8.2 DUTIES AND AUTHORITY OF OFFICERS**

#### **8.2-1 CHIEF OF STAFF**

The Chief of Staff shall serve as the chief executive officer of the Medical Staff. The duties and authority of the Chief of Staff shall include, but not be limited to:

- (a) enforcing the Medical Staff Bylaws and Rules, implementing sanctions where indicated, and promoting compliance with procedural safeguards where corrective action has been requested or initiated;
- (b) exercising such authority as he/she deems necessary so that at all times patient welfare takes precedence over all other concerns;

- (c) in the interim between Medical Executive Committee meetings, performing those responsibilities of the Committee that, in his/her opinion, must be accomplished prior to the next regular or special meeting of the Committee;
- (d) calling, presiding at, and being responsible for the agenda of all meetings of the Medical Staff;
- (e) serving with a vote as Chair of the Medical Executive Committee;
- (f) serving as an ex officio member of all other Medical Staff committees without vote, unless his/her membership in a particular committee is required by these Bylaws, in which case voting rights shall apply unless otherwise specified;
- (g) interacting with the Chief Executive Officer and the Board of Directors in all matters of mutual concern within the Hospital;
- (h) appointing, with the agreement of the Medical Executive Committee, committee members and chair persons for all standing and special Medical Staff, liaison, or multidisciplinary committees, except where otherwise provided by these Bylaws and, except where otherwise indicated, designating the chairperson of these committees with the approval of the Medical Executive Committee;
- (i) representing the views and policies of the Medical Staff to the Board of Directors and to the Chief Executive Officer;
- (j) being a spokesman for the Medical Staff in external professional and public relations;
- (k) performing such other functions as may be assigned to the Chief of Staff by these Bylaws or the Rules, or by the Medical Executive Committee;
- (l) serving on liaison committees with the Board of Directors and Hospital Administration, as well as outside licensing or accreditation agencies; and,
- (m) being the designated person who receives reports or concerns on physician impairment.
- (n) continue to serve on the Medical Executive Committee, as the Past Chief of Staff, immediately following the election term for as much time as needed to assure continuity in the transition with the change in leadership.

## **8.2-2 VICE CHIEF OF STAFF**

The Vice Chief of Staff is the second officer of the Medical Staff. The Vice Chief of Staff shall assume all duties and authority of the Chief of Staff in the absence of the Chief of Staff. The Vice Chief of Staff shall be a member of the Quality Assessment Committee. The Vice Chief of Staff shall coordinate all Utilization Review functions. The Vice Chief of Staff shall be a voting member of the Medical Executive Committee and of the Joint Conference Committee, and shall perform such other duties as the Chief of Staff may assign or as may be delegated by these Bylaws, or by the Medical Executive Committee. The Vice Chief of Staff shall be a member of the Quality Assessment

Committee. The Vice Chief of Staff will remain on the Medical Executive Committee and serve the following term as the Chief of Staff.

### **8.2-3 IMMEDIATE PAST CHIEF OF STAFF**

The Immediate Past Chief of Staff shall be a member of the Medical Executive Committee and a member of the Joint Conference Committee and shall perform such other duties as may be assigned by the Chief of Staff or delegated by the Bylaws, or by the Medical Executive Committee. The Immediate Past Chief of Staff will remain on the Medical Executive Committee for at least three (3) months to assure a smooth transition with the change in leadership and longer as deemed necessary

### **8.2-3 SECRETARY-TREASURER**

The Secretary-Treasurer is the third officer of the Medical Staff. The Secretary-Treasurer shall be a voting member of the Medical Executive Committee. His/Her duties shall include, but not be limited to:

- (a) maintaining a roster of Medical Staff members;
- (b) keeping accurate and complete minutes of all Medical Executive Committee and general and special Medical Staff meetings;
- (c) calling meetings on the order of the Chief of Staff or Medical Executive Committee;
- (d) attending to all appropriate correspondence and notices on behalf of the Medical Staff;
- (e) receiving and safeguarding all funds of the Medical Staff including operational and scholarship funds and presenting financial reports to the Medical Executive Committee;
- (f) serving on any committee as assigned; and
- (g) performing such other duties as ordinarily pertains to the office or as may be assigned from time to time by the Chief of Staff or Medical Executive Committee.

### **8.2-4 MEMBER-AT-LARGE**

- (a) Perform such other functions as may be assigned by the Chief of Staff or Medical Executive Committee.

TAHOE FOREST HOSPITAL DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
MEMBER AT LARGE

This Agreement is made and entered into on January 1, 2014 by and between Eddie Mozen, M.D. (hereinafter referred to as "MEMBER AT LARGE") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates a 25 bed Critical Access Hospital with a 37 bed Skilled Nursing Facility in Truckee, California, a four-bed hospital offering 24-hour emergency services and surgicenter services in Incline Village, Nevada, including its Medical Staff (hereinafter referred to as "MEDICAL STAFF"). DISTRICT desires to enter into an agreement with MEMBER AT LARGE to monitor the quality and appropriateness of care provided to residents of the DISTRICT. The MEMBER AT LARGE is licensed to practice medicine in the State of California. The DISTRICT is desirous of engaging MEMBER AT LARGE to perform such duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. **Responsibilities:** During the term of this agreement, the MEMBER AT LARGE will be responsible for the provision of all services outlined in Exhibit A (Officer Duties, and Bioethics Committee Duties) attached hereto and made a part hereof.
2. **Compensation:** DISTRICT shall pay MEMBER AT LARGE, Four Hundred Dollars (\$400.00) per month, payable on the 15<sup>th</sup> day of the month immediately following the month during which Member at Large services are rendered by MEMBER AT LARGE.

The Hospital will reimburse MEMBER AT LARGE for reasonable out-of-pocket expenses incurred by MEMBER AT LARGE when performing duties under this Agreement, and will also pay for training and education related to the performance of those duties, as approved by the Hospital's Chief Executive Officer or designee.

3. **Term:** Subject to earlier termination as provided hereafter, this agreement shall continue for a period of one year commencing as of the above written date.
4. **Termination:** This agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:

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

MEMBER AT LARGE  
Eddie Mozen, MD  
PO Box 3718  
Olympic Valley, CA 96146

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United States mail, postage prepaid.

5. Independent Contractor: MEMBER AT LARGE shall perform the services and duties required under this agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with, DISTRICT.
6. DISTRICT's Obligations:
  - A. DISTRICT shall provide services to patients according to the DISTRICT/MEDICAL STAFF policies. DISTRICT retains professional and administrative responsibility for the services rendered.
  - B. Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will provide the MEMBER AT LARGE an orientation to the MEMBER AT LARGE functions. Additional materials will be provided, as needed, throughout the term of the agreement. The Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will be accessible to the MEMBER AT LARGE and will facilitate coordination and continuity of services.
  - C. DISTRICT will ensure the quality and utilization of services in accordance with its quality management program.
  - D. DISTRICT will provide MEMBER AT LARGE with any changes to these rules, regulations and standards and allow the MEMBER AT LARGE at least thirty (30) days to meet these changes.
7. Compliance With Laws and Regulations: MEMBER AT LARGE at all times while performing hereunder shall be licensed to practice medicine in the State of California and/or the State of Nevada will maintain Active Staff privileges on the DISTRICT's Medical Staff. MEMBER AT LARGE shall perform duties in a timely manner and in accordance with DISTRICT policies and Medical Staff Bylaws and Rules and Regulations. In addition, MEMBER AT LARGE shall comply with the laws of the State of California, the standards of the Healthcare Facilities Accreditation Program (HFAP), and the Ethics of the American Medical Association and the American Osteopathic Association. MEMBER AT LARGE will comply with educational requirements and adhere to personnel qualifications.
8. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that MEMBER AT LARGE shall be covered under DISTRICT's comprehensive general liability



insurance while performing as MEMBER AT LARGE hereunder. MEMBER AT LARGE shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the states and approved by the DISTRICT with limits not less than \$1,000,000.

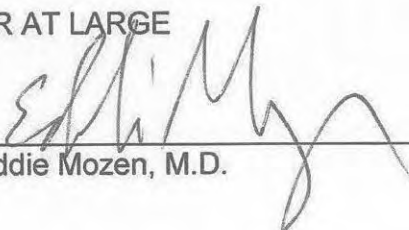
9. Access To Books And Records Of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the MEMBER AT LARGE will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is governed by the requirements of Public Law 96-+99, Sec 952 (Sec 1861 (v) (1) of the Social Security Act) and the regulation promulgated thereunder.
10. Entire Agreement. This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter thereof.

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

DISTRICT

BY:  DATE: 3/12/14  
Robert A. Schapper,  
Chief Executive Officer

MEMBER AT LARGE

BY:  DATE: 3-5-14  
Eddie Mozen, M.D.

## EXHIBIT A

### OFFICERS

#### 8.1 OFFICERS OF THE MEDICAL STAFF

##### 8.1-1 IDENTIFICATION

The officers of the Medical Staff shall be the Chief of Staff, Vice Chief of Staff, Secretary-Treasurer and Member-At -Large.

##### 8.1-2 QUALIFICATIONS

Officers must be members of the Active Staff or Senior Active Staff at the time of nomination and election, and must remain members in good standing during their terms of office. Failure to maintain that status shall immediately create a vacancy in the office involved. The Chief of Staff or his/her designee shall be eligible for a monthly stipend, the amount to be determined by the Executive Committee and payable by the Medical Staff.

##### 8.1-3 NOMINATIONS

Not less than 45 days prior to the annual meeting, the Chief of Staff shall issue a call for nominations for Medical Staff officers. Nominations must be received by the Medical Staff Office no later than 21 days prior to the annual meeting.

##### 8.1-4 ELECTIONS

The election shall be by mail ballot, and the outcome shall be determined by a majority of votes cast by mail ballots that are returned to the Medical Staff Office no later than 72 hours prior to the annual meeting. Members of the Active, Incline Village, and Senior Active Staffs are eligible to vote in the election.

##### 8.1-5 TERM OF ELECTED OFFICE

All officers shall serve a one (1) year term and shall take office on the first day of the Medical Staff year. No officer shall serve more than two (2) consecutive terms in the same capacity. The intention is for the Vice Chief of Staff to remain on Executive Committee and serve the following year as the Chief of Staff. The Vice Chief of Staff will assume the duties and the title of the Chief of Staff beginning on the first day of the Medical Staff year, succeeding his/her tenure as Vice Chief of Staff.

An officer of the Medical Staff may be removed from office by a two-thirds vote of all Active Medical Staff members, for good cause, including but not limited to loss of confidence and support of the Medical Staff. To bring the matter to a vote, a motion must be made and seconded at a regular or special Medical Staff meeting or by a letter to the Executive Committee requesting the removal of an officer. The letter must be signed by a minimum of three (3) members of the Active Medical Staff. If a vote affirming the removal of an officer is obtained, the officer will immediately relinquish his/her position.

##### 8.1-6 VACANCIES IN ELECTED OFFICE

Vacancies of the Secretary/Treasurer during the Medical Staff year shall be filled by the Executive Committee. If there is a vacancy in the Office of the Chief of Staff, the Vice Chief of Staff shall serve for the remainder of his/her term. Should the Vice Chief of Staff be elevated to the Chief of Staff position, and then a special election shall be held to fill the Vice Chief of Staff position.

## **8.2 DUTIES AND AUTHORITY OF OFFICERS**

### **8.2-1 CHIEF OF STAFF**

The Chief of Staff shall serve as the chief executive officer of the Medical Staff. The duties and authority of the Chief of Staff shall include, but not be limited to:

- (a) enforcing the Medical Staff Bylaws and Rules, implementing sanctions where indicated, and promoting compliance with procedural safeguards where corrective action has been requested or initiated;
- (b) exercising such authority as he/she deems necessary so that at all times patient welfare takes precedence over all other concerns;
- (c) in the interim between Executive Committee meetings, performing those responsibilities of the Committee that, in his/her opinion, must be accomplished prior to the next regular or special meeting of the Committee;
- (d) calling, presiding at, and being responsible for the agenda of all meetings of the Medical Staff;
- (e) serving with a vote as Chair of the Executive Committee;
- (f) serving as an ex officio member of all other Medical Staff committees without vote, unless his/her membership in a particular committee is required by these Bylaws;
- (g) interacting with the Chief Executive Officer and the Board of Directors in all matters of mutual concern within the Hospital;
- (h) appointing, with the agreement of the Executive Committee, committee members for all standing and special Medical Staff, liaison, or multidisciplinary committees, except where otherwise provided by these Bylaws and, except where otherwise indicated, designating the chairperson of these committees with the approval of the Executive Committee;
- (i) representing the views and policies of the Medical Staff to the Board of Directors and to the Chief Executive Officer;
- (j) being a spokesman for the Medical Staff in external professional and public relations;
- (k) performing such other functions as may be assigned to the Chief of Staff by these Bylaws or the Rules, or by the Executive Committee;
- (l) serving on liaison committees with the Board of Directors and Hospital Administration, as well as outside licensing or accreditation agencies; and
- (m) being the designated person who receives reports or concerns on physician impairment.

### **8.2-2 VICE CHIEF OF STAFF**

The Vice Chief of Staff is the second officer of the Medical Staff. The Vice Chief of Staff shall assume all duties and authority of the Chief of Staff in the absence of the Chief of Staff. The Vice Chief of Staff shall coordinate all Utilization Review functions. The Vice Chief of Staff shall be a voting member of the Executive Committee and of the Joint

Conference Committee, and shall perform such other duties as the Chief of Staff may assign or as may be delegated by these Bylaws, or by the Executive Committee.

### **8.2-3 SECRETARY-TREASURER**

The Secretary-Treasurer is the third officer of the Medical Staff. The Secretary-Treasurer shall be a voting member of the Executive Committee. His/Her duties shall include, but not be limited to:

- (a) maintaining a roster of Medical Staff members;
- (b) keeping accurate and complete minutes of all Executive Committee and general and special Medical Staff meetings;
- (c) calling meetings on the order of the Chief of Staff or Executive Committee;
- (d) attending to all appropriate correspondence and notices on behalf of the Medical Staff;
- (e) receiving and safeguarding all funds of the Medical Staff including operational and scholarship funds and presenting financial reports to the Executive Committee;
- (f) serving as the Chairman of the Interdisciplinary Practice Committee; and
- (g) performing such other duties as ordinarily pertains to the office or as may be assigned from time to time by the Chief of Staff or Executive Committee.

### **8.2-4 MEMBER-AT-LARGE**

- (a) The Member -At-Large will serve as chairperson of the Bioethics Committee.
- (b) Perform such other functions as may be assigned by the Chief of Staff or Executive Committee.

## **10.1 BIOETHICS COMMITTEE**

### **10.1-1 COMPOSITION**

The Bioethics Committee shall be composed of at least the following members: One physician, one registered nurse, one clergy, one medical social worker (or comparable), one member of Hospital administration, and one non-Hospital local community member at large. Additional members may be appointed by the Chief of Staff. The chairperson shall be a physician appointed by the Chief of Staff, and the vice-chairperson shall be a member selected by the Bioethics Committee.

### **10.1-2 PURPOSE**

The purpose of the Bioethics Committee is to impact positively upon the quality of health care provided by the Hospital by:

- (a) Providing assistance and resources in decision-making processes that have bioethical implications. The Bioethics Committee shall not, however, be a decision maker in any such processes.
- (b) Educating members within the Hospital community of bioethical issues and dilemmas.
- (c) Facilitating communication about ethical issues and dilemmas among members

of the Hospital community, in general, and among participants involved in bioethical dilemmas and decisions, in particular.

- (d) Retrospectively reviewing cases to evaluate bioethical implications, and providing policy and educative guidance relating to such matters.
- (e) Review research studies performed at TFHD/IVCH.

**10.1-3 MEETINGS**

The Bioethics Committee shall meet at least quarterly or as often as necessary to accomplish its purpose and shall maintain a limited record of its proceedings and report its activities to the Executive Committee.



**CONTRACT ROUTING FORM**

Email Completed Form to Executive Assistant ([pbarrett@tfhd.com](mailto:pbarrett@tfhd.com)) for Processing and Compliance Review

NEW CONTRACT <input type="checkbox"/>		AMEND SCOPE <input type="checkbox"/>		AMEND TERM <input checked="" type="checkbox"/>		AUTO RENEW <input type="checkbox"/>		BAA <input type="checkbox"/>		
ORIGINATING DEPARTMENT: Medical Staff Services				CONTACT PERSON: Terri Schnieder PHONE: 582-6640						
RESPONSIBLE ADMINISTRATIVE COUNCIL (AC):		CEO <input checked="" type="checkbox"/>	CFO <input type="checkbox"/>	COO <input type="checkbox"/>	CNO <input type="checkbox"/>	CIO <input type="checkbox"/>	IVCH <input type="checkbox"/>			
REQUIRES BOARD GOVERNANCE COMMITTEE REVIEW? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>								MEETING DATE: Straight to Board		
								COMMITTEE RECOMMENDS:		
<b>TYPE OF CONTRACT:</b>										
Physician Professional Service Agreement (P-PSA)				<input checked="" type="checkbox"/>	Type: Department Chairs					
Physician Medical Director Agreement (MDA)				<input type="checkbox"/>	Type: _____					
Vendor Professional Service Agreement (V-PSA)				<input type="checkbox"/>	Type: _____					
Other _____				<input type="checkbox"/>	Type: _____					
❖ Business Associated Agreement Required?				YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>					
<b>CONTRACTOR/VENDOR DETAILS:</b> <i>If needed, additional instructions and information may be provided on Page 2</i>										
LEGAL NAME OF CONTRACTOR/ VENDOR: Patrick Osgood, M.D., (Surgery) / Joshua Scholnick, M.D., (Medicine)										
<b>Purpose of the Contract/Alternatives:</b> Amend to add additional 1 year term. The Departments of the Medical Staff elect department chairs to perform the self governance of the medical staff and to serve on the Medical Executive Committee. Drs. Osgood and Scholnick are current department chairs of their respective departments. These positions will be extended for an additional 1 year term, resulting in a 2 year term as now reflected in the Medical Staff Bylaws.										
<b>Scope of the Contract:</b> Per the Medical Staff Bylaws, the department chairs of the medical staff have clearly outlined duties including sitting on the Medical Executive Committee; these duties are outlined in the contract.										
DATES OF CONTRACT:		EFFECTIVE DATE: 1/1/2015			END DATE: 12/31/15					
Version History:		Original Effective date: 1/1/2014 Renewal Dates: Amendment Dates: 1/1/2015								
<b>PHYSICIAN CONTRACTS: FOR STARK LAW COMPLIANCE, THE TERMS OF THIS CONTRACT CANNOT CHANGE FOR 1 YEAR</b>										
<b>Compensation Structure:</b> <i>Include "other comp" (i.e. education, phone stipend, etc.)</i> \$400/month for services rendered pursuant to the contract. Additionally, reimbursement for reasonable out of pocket expenses for education and training related to performance of duties described in the contract.										
<b>Contract Term:</b> <i>(anything other than Net 30 requires AC approval)</i> Net 30										
Total Cost of Contract:		\$9,600 per two year term								
Compensation Audit Process:		See Policies AGOV-10 and ABD-21								
Is Cost of Contract Budgeted?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>								
If <u>NOT</u> budgeted or exceeds budgeted amount, identify the offset:										
TFHS Primary Responsible Party:		Terri Schnieder, CPMSM, Director of Medical Staff Services								
TFHS Secondary Responsible Party:		Robert Schapper, Chief Executive Officer								



<b>ORIGINATING DEPARTMENT:</b> Medical Staff Services	<b>CONTACT PERSON:</b> Terri Schnieder Phone: 582-6640
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<b>LEGAL NAME OF CONTRACTOR/ VENDOR:</b> Patrick Osgood, M.D., (Surgery) / Joshua Scholnick, M.D., (Medicine)
---

**REQUIRED COMPLIANCE INFORMATION**

Commercially Reasonable Verified	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Compliance Officer Signature: <i>AMH for Gail Betz per attached e-mail</i> <i>AMH for Gail Betz per attached e-mail</i>
Verified within Fair Market Value	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	

**CONTRACTOR INFORMATION**

<b>Contractor Representative Name:</b>	See additional information below		
<b>Mailing Address:</b>			
<b>Telephone and Fax Number:</b>	<b>Phone:</b>	<b>Fax:</b>	
<b>Email Address of Contact:</b>			
<b>Accounts Receivable Representative:</b>			

**REQUIRED FINANCIAL INFORMATION**

**W-9 and Certificates of Insurance Must Be Submitted with any Contract**

**ADDITIONAL INFORMATION**

A minimum of 4 hours of services, resulting in hourly compensation of no more than \$100/hour, will be rendered in this role. 25% of total cost of contract is subsidized by Medical Staff Services dues.

Patrick Osgood, M.D.  
10051 Lake Drive #3  
Truckee, CA 96161  
587-7461  
587-1149  
posgood@tfhd.com

Joshua Scholnick, M.D.  
10978 Donner Pass Road  
Truckee, CA 96161  
582-1212  
587-4278  
jscholnick@tfhd.com

**Reference:**

- Policy ABD – 21 Physician and Professional Service Agreements
- Policy AGOV – 10 Contract Review Policy
- Policy AFIN – 03 Accounts Payable Policy

*W-9s are required for any contract on which we are making payments.*  
*Certificates of Insurance are required for any contract in which any service is being provided.*

**THIS SECTION FOR CONTRACTS COORDINATOR USE ONLY:**

<b>W-9 Received?</b>	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	<b>Certificate of Insurance Received?</b>	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
<b>New Vendor information Sent to Accounts Payable?</b>	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	<i>Email a copy of Section D (page 2) of the completed Routing Form to A/P. This is <b>required</b> for A/P to process their payments.</i>	

<b>Contracts Review:</b>	_____	_____
Date	Initials	
<b>CFO Review:</b>	_____	_____
Date	Initials	

<b>BOARD ACTION:</b> _____	<b>MEETING DATE:</b> _____
Out for TFHD Signature: _____	Date: _____
Out for Vendor Signature: _____	Date: _____
Uploaded to Contracts System: _____	Date: _____
<b>CONTRACT #:</b> _____	<b>Document Reference:</b> _____
(i.e. 10001)	(i.e. #####.C)
	Trigger dates set: YES <input type="checkbox"/> NO <input type="checkbox"/>

**Hoffman, Ashly**

*just plain*

**From:** Betz, Gail  
**Sent:** Thursday, December 11, 2014 12:00 PM  
**To:** Hoffman, Ashly  
**Cc:** Barrett, Patricia  
**Subject:** Fwd: Osgood/Scholnick Amendments to PSA - Dept. Chair  
**Attachments:** image001.gif; Amendment to PSA Dept Chair - Osgood.docx; Amendment to PSA Medicine Dept Chair - Scholnick.docx; Osgood - Surgery Dept Chair PSA.pdf; Scholnick - Medicine Dept Chair PSA.pdf; + OsgoodScholnickDeptChairPSA Contract Routing Form\_2015-01-01v2.pdf

The attached medical staff officer contracts for Dr's Scholnick and Osgood are approved for FMV and commercial reasonableness.

Gail

Sent via the Samsung GALAXY S®4, an AT&T 4G LTE smartphone

----- Original message -----

**From:** "Hoffman, Ashly" <AHoffman@TFHD.COM>  
**Date:** 12/11/2014 10:57 AM (GMT-08:00)  
**To:** "Betz, Gail" <gbetz@TFHD.COM>  
**Cc:** "Barrett, Patricia" <pbarrett@TFHD.COM>  
**Subject:** Osgood/Scholnick Amendments to PSA - Dept. Chair

Attached are the revised Amendments to PSA Dept. Chairs for Osgood/Scholnick with routing forms.

**Ashly M. Hoffman**

Contracts Coordinator

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



P.O. Box 759

Truckee, CA 96160

(530) 582-6384 tel.

(530) 582-3567 fax



AMENDMENT TO TAHOE FOREST HOSPITAL DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
DEPARTMENT CHAIR

This Amendment is effective on the 1<sup>st</sup> day of January 2015, by and between Tahoe Forest Hospital District (hereinafter "DISTRICT") and Patrick Osgood, M.D., Surgery Department Chair (hereinafter "DEPARTMENT CHAIR") and shall amend and become a part of a certain agreement made between the parties dated January 1, 2014 (hereinafter "BASIC AGREEMENT").

NOW, THEREFORE, the parties agree as follows:

Section 1, "Responsibilities" of the BASIC AGREEMENT shall be removed in its entirety and shall be replaced with the following language: "During the term of this Agreement, the DEPARTMENT CHAIR shall be accountable for all duties and services outlined in, EXHIBIT A-1, Article VIII – Officers of the Medical Staff Services Bylaws, attached hereto and made part hereof. DEPARTMENT CHAIR shall complete a minimum of 4 hours each month performing the responsibilities of this position.

Section 2, "Compensation" of the BASIC AGREEMENT shall be removed in its entirety and shall be replaced with the following language:

Compensation: DISTRICT shall pay DEPARTMENT CHAIR, Four Hundred Dollars (\$400.00), payable on the 15<sup>th</sup> day of the month immediately following the month which DEPARTMENT CHAIR renders services, so long as DEPARTMENT CHAIR submits the signed Monthly Services Attestation Form attached hereto and incorporated herein as EXHIBIT B.

DISTRICT shall reimburse DEPARTMENT CHAIR for reasonable out-of-pocket expenses incurred by DEPARTMENT CHAIR while performing duties under this Agreement, so long as those expenses comply with DISTRICT policies in place at the time such expenses were incurred.

DISTRICT shall reimburse DEPARTMENT CHAIR for reasonable out-of-pocket expenses incurred as a result of training and education related to the performance of the duties described herein, so long as such expenses have been pre-approved by the Hospital's Chief Executive Officer or designee, and the expenses comply with DISTRICT policies in place at the time such expenses were incurred.

Section 3, "Term" of the BASIC AGREEMENT shall be removed in its entirety and shall be replaced with the following language "Term: Subject to earlier termination as provided hereafter, this Agreement shall continue for a period of two (2) years commencing as of the above written date." The end result of this change will result in the BASIC AGREEMENT expiring on December 31, 2015.

EXHIBIT A, "Medical Staff Bylaws Department Chair Duties" of the BASIC AGREEMENT shall be removed in its entirety and replaced with the current revised Bylaws "ARTICLE VIII - OFFICERS" attached to this Amendment as EXHIBIT - A1. The end result of this change will result in a BASIC AGREEMENT which comports with the revised Bylaws contained therein.

Except as specifically revised by this Amendment and any and all subsequent Amendments, the BASIC AGREEMENT shall continue in full force and effect pursuant to the terms thereof.

TAHOE FOREST HOSPITAL DISTRICT

BY: \_\_\_\_\_  
Robert A. Schapper  
Chief Executive Officer

Date: \_\_\_\_\_

SURGERY DEPARTMENT CHAIR

BY: \_\_\_\_\_  
Patrick Osgood, M.D.

Date: \_\_\_\_\_

**EXHIBIT B**



**TAHOE FOREST HOSPITAL DISTRICT  
MONTHLY SERVICE TIME ATTESTATION**

*Physician: Please verify that you have satisfied the minimum hours performed for the services rendered pursuant to your Professional Services Agreement.*

I, \_\_\_\_\_, hereby attest that I personally performed no less than 4 hours during the month of \_\_\_\_\_, 201\_\_ for all services required pursuant to my role as \_\_\_\_\_ . I declare that the above statement is true and accurate to the best of my knowledge.

Physician's signature: \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT A-1

### ARTICLE VIII - OFFICERS

#### 8.1 OFFICERS OF THE MEDICAL STAFF

##### 8.1-1 IDENTIFICATION

The officers of the Medical Staff shall be the Chief of Staff, Vice Chief of Staff, Secretary-Treasurer and Member-At -Large.

##### 8.1-2 QUALIFICATIONS

Officers must be members of the Active Staff at the time of nomination and election, and must remain members in good standing during their terms of office. Failure to maintain that status shall immediately create a vacancy in the office involved.

##### 8.1-3 NOMINATIONS

A. The Medical Staff shall provide for the election of the four (4) officers identified in Section 8.1-1, above, every two (2) years.

B. A Nominating Committee shall be convened, comprised of the Chief of Staff and two (2) other Active Staff members appointed by the Medical Executive Committee.

C. At least thirty (30) days prior to the deadline for voting as set forth in Section 8.1-4, below ("deadline for voting"), the Nominating Committee shall issue an announcement to the Medical Staff soliciting nominations for each office to be filled. Nominations may be submitted by any member of the Active Staff, and must be received by the Medical Staff Office at least fifteen (15) days prior to the deadline for voting.

D. After the close of nominations as provided above, the Nominating Committee will screen the nominees to confirm that they meet the basic qualifications for office. Each nominee will also be contacted to confirm his or her willingness to serve if elected. The Nominating Committee will then apply the following criteria to determine, in its discretion, which nominees will appear on the ballot and for which offices:

- (i) Balance of representation among specialties on the Medical Staff;
- (ii) Avoidance of having more than three (3) candidates run for a given office;
- (iii) Avoidance of having a single candidate run for more than one office;
- (iv) The preference of the nominee regarding the office for which he or she will run, if nominated for more than one office; and
- (v) Conflicting demands on the nominee if he or she is serving or has been elected to serve as Department Chair or Vice Chair.

E. In the event that the above process does not yield any qualified and willing candidates for a given office, or the Nominating Committee determines, in its discretion, that there should be one or more additional candidates for a given office, the Nominating Committee may nominate candidates on its own initiative and include them on the ballot.

F. Ballots will be issued at least five (5) days prior to the deadline for voting.

#### **8.1-4 ELECTIONS**

The election shall be by ballot, and the outcome shall be determined by a majority of votes cast by ballots that are returned to the Medical Staff Office no later than 72 hours prior to the annual meeting. Only members of the Active Staff are eligible to vote in the election.

#### **8.1-5 TERM OF ELECTED OFFICE**

All officers shall serve a two (2) year term and shall take office on the first day of the Medical Staff year. At the end of that officer's term, the Chief of Staff shall automatically assume the office of the immediate Past Chief of Staff and the Vice Chief of Staff shall automatically assume the office of the Chief of Staff.

An officer of the Medical Staff may be removed from office by a two-thirds vote of all Active Medical Staff members, for good cause, including but not limited to neglect or misfeasance in office, serious acts of moral turpitude, failure to discharge satisfactorily the duties of office, or loss of confidence and support of the Medical Staff. To bring the matter to a vote, a motion must be made and seconded at a regular or special Medical Staff meeting or by a letter to the Medical Executive Committee requesting the removal of an officer. The letter must be signed by a minimum of three (3) members of the Active Medical Staff. If a vote affirming the removal of an officer is obtained, the officer will immediately relinquish his/her position.

#### **8.1-6 VACANCIES IN ELECTED OFFICE**

Vacancies of the Secretary/Treasurer during the Medical Staff year shall be filled by the Medical Executive Committee. If there is a vacancy in the Office of the Chief of Staff, the Vice Chief of Staff shall serve for the remainder of his/her term. Should the Vice Chief of Staff be elevated to the Chief of Staff position, a special election shall be held to fill the Vice Chief of Staff position.

### **8.2 DUTIES AND AUTHORITY OF OFFICERS**

#### **8.2-1 CHIEF OF STAFF**

The Chief of Staff shall serve as the chief executive officer of the Medical Staff. The duties and authority of the Chief of Staff shall include, but not be limited to:

- (a) enforcing the Medical Staff Bylaws and Rules, implementing sanctions where indicated, and promoting compliance with procedural safeguards where corrective action has been requested or initiated;
- (b) exercising such authority as he/she deems necessary so that at all times patient welfare takes precedence over all other concerns;
- (c) in the interim between Medical Executive Committee meetings, performing those responsibilities of the Committee that, in his/her opinion, must be accomplished prior to the next regular or special meeting of the Committee;

- (d) calling, presiding at, and being responsible for the agenda of all meetings of the Medical Staff;
- (e) serving with a vote as Chair of the Medical Executive Committee;
- (f) serving as an ex officio member of all other Medical Staff committees without vote, unless his/her membership in a particular committee is required by these Bylaws, in which case voting rights shall apply unless otherwise specified;
- (g) interacting with the Chief Executive Officer and the Board of Directors in all matters of mutual concern within the Hospital;
- (h) appointing, with the agreement of the Medical Executive Committee, committee members and chair persons for all standing and special Medical Staff, liaison, or multidisciplinary committees, except where otherwise provided by these Bylaws and, except where otherwise indicated, designating the chairperson of these committees with the approval of the Medical Executive Committee;
- (i) representing the views and policies of the Medical Staff to the Board of Directors and to the Chief Executive Officer;
- (j) being a spokesman for the Medical Staff in external professional and public relations;
- (k) performing such other functions as may be assigned to the Chief of Staff by these Bylaws or the Rules, or by the Medical Executive Committee;
- (l) serving on liaison committees with the Board of Directors and Hospital Administration, as well as outside licensing or accreditation agencies; and,
- (m) being the designated person who receives reports or concerns on physician impairment.
- (n) continue to serve on the Medical Executive Committee, as the Past Chief of Staff, immediately following the election term for as much time as needed to assure continuity in the transition with the change in leadership.

#### **8.2-2 VICE CHIEF OF STAFF**

The Vice Chief of Staff is the second officer of the Medical Staff. The Vice Chief of Staff shall assume all duties and authority of the Chief of Staff in the absence of the Chief of Staff. The Vice Chief of Staff shall be a member of the Quality Assessment Committee. The Vice Chief of Staff shall coordinate all Utilization Review functions. The Vice Chief of Staff shall be a voting member of the Medical Executive Committee and of the Joint Conference Committee, and shall perform such other duties as the Chief of Staff may assign or as may be delegated by these Bylaws, or by the Medical Executive Committee. The Vice Chief of Staff shall be a member of the Quality Assessment Committee. The Vice Chief of Staff will remain on the Medical Executive Committee and serve the following term as the Chief of Staff.

### **8.2-3 IMMEDIATE PAST CHIEF OF STAFF**

The Immediate Past Chief of Staff shall be a member of the Medical Executive Committee and a member of the Joint Conference Committee and shall perform such other duties as may be assigned by the Chief of Staff or delegated by the Bylaws, or by the Medical Executive Committee. The Immediate Past Chief of Staff will remain on the Medical Executive Committee for at least three (3) months to assure a smooth transition with the change in leadership and longer as deemed necessary

### **8.2-3 SECRETARY-TREASURER**

The Secretary-Treasurer is the third officer of the Medical Staff. The Secretary-Treasurer shall be a voting member of the Medical Executive Committee. His/Her duties shall include, but not be limited to:

- (a) maintaining a roster of Medical Staff members;
- (b) keeping accurate and complete minutes of all Medical Executive Committee and general and special Medical Staff meetings;
- (c) calling meetings on the order of the Chief of Staff or Medical Executive Committee;
- (d) attending to all appropriate correspondence and notices on behalf of the Medical Staff;
- (e) receiving and safeguarding all funds of the Medical Staff including operational and scholarship funds and presenting financial reports to the Medical Executive Committee;
- (f) serving on any committee as assigned; and
- (g) performing such other duties as ordinarily pertains to the office or as may be assigned from time to time by the Chief of Staff or Medical Executive Committee.

### **8.2-4 MEMBER-AT-LARGE**

- (a) Perform such other functions as may be assigned by the Chief of Staff or Medical Executive Committee.

TAHOE FOREST HOSPITAL DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
DEPARTMENT CHAIR

This Agreement is made and entered into on January 1, 2014 by and between Patrick Osgood, M.D., Surgery Department Chair (hereinafter referred to as "DEPARTMENT CHAIR") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates a 25 bed Critical Access Hospital with a 37 bed Skilled Nursing Facility in Truckee, California, a four-bed hospital offering 24-hour emergency services and surgicenter services in Incline Village, Nevada, including its Medical Staff (hereinafter referred to as "MEDICAL STAFF"). DISTRICT desires to enter into an agreement with DEPARTMENT CHAIR to monitor the quality and appropriateness of care provided to residents of the DISTRICT. The DEPARTMENT CHAIR is licensed to practice medicine in the State of California. The DISTRICT is desirous of engaging DEPARTMENT CHAIR to perform such duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. **Responsibilities:** During the term of this agreement, the DEPARTMENT CHAIR will be responsible for the provision of all services outlined in Exhibit A (Department Chair Duties Bylaws Excerpt and Medical Executive Bylaws Duties excerpt) attached hereto and made a part hereof.
2. **Compensation:** DISTRICT shall pay DEPARTMENT CHAIR, Four Hundred Dollars (\$400.00) per month, payable on the 15<sup>th</sup> day of the month immediately following the month during which Department Chair services are rendered by DEPARTMENT CHAIR.

The Hospital will reimburse DEPARTMENT CHAIR for reasonable out-of-pocket expenses incurred by DEPARTMENT CHAIR when performing duties under this Agreement, and will also pay for training and education relating to the performance of those duties, as approved by the Hospital's Chief Executive Officer or designee.

3. **Term:** Subject to earlier termination as provided hereafter, this agreement shall continue for a period of one year commencing as of the above written date. The contract shall be reviewed annually.



4. **Termination:** This agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:

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

DEPARTMENT CHAIR  
Patrick Osgood  
10051 Lake Avenue, #3  
Truckee, CA 96161

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United States mail, postage prepaid.

5. **Independent Contractor:** DEPARTMENT CHAIR shall perform the services and duties required under this agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with DISTRICT.
6. **DISTRICT's Obligations:**
- A. DISTRICT shall provide services to patients according to the DISTRICT/ MEDICAL STAFF policies. DISTRICT retains professional and administrative responsibility for the services rendered.
  - B. Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will provide the DEPARTMENT CHAIR an orientation to the DEPARTMENT CHAIR functions. Additional materials will be provided, as needed, throughout the term of the agreement. The Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will be accessible to the DEPARTMENT CHAIR and will facilitate coordination and continuity of services.
  - C. DISTRICT will ensure the quality and utilization of services in accordance with its quality management program.
  - D. DISTRICT will provide DEPARTMENT CHAIR with any changes to these rules, regulations and standards and allow the DEPARTMENT CHAIR at least thirty (30) days to meet these changes.
7. **Compliance With Laws and Regulations:** DEPARTMENT CHAIR at all times while performing hereunder shall be licensed to practice medicine in the State of California and/or the State of Nevada will maintain Active Staff privileges on the DISTRICT's Medical Staff. DEPARTMENT CHAIR shall perform duties in a timely manner and in accordance with DISTRICT policies and Medical Staff Bylaws and Rules and Regulations. In addition, DEPARTMENT CHAIR shall comply with the laws of the State of California, the standards of the Healthcare Facilities Accreditation Program (HFAP), and the Ethics of the American Medical Association and the American

Osteopathic Association. DEPARTMENT CHAIR will comply with educational requirements and adhere to personnel qualifications.

8. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that DEPARTMENT CHAIR shall be covered under DISTRICT's comprehensive general liability insurance while performing as DEPARTMENT CHAIR hereunder. DEPARTMENT CHAIR shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the states and approved by the DISTRICT with limits not less than \$1,000,000.
9. Access To Books And Records Of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the DEPARTMENT CHAIR will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is governed by the requirements of Public Law 96-+99, Sec 952 (Sec 1861 (v) (1) of the Social Security Act) and the regulation promulgated thereunder.
10. Entire Agreement. This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter thereof.

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

DISTRICT

BY:   
Robert A. Schapper,  
Chief Executive Officer

DATE: 1/30/14

DEPARTMENT CHAIR

BY:   
Patrick Osgood, M.D.

DATE: 1/12/2014

## EXHIBIT A

### MEDICAL STAFF BYLAWS DEPARTMENT CHAIR DUTIES

#### **.5 DEPARTMENT CHAIR AND VICE CHAIR**

##### **9.5-1 QUALIFICATIONS**

Each department shall have a chair and vice chair who shall be a member of the Active or Senior Active Medical Staff and shall, if required by California hospital licensure regulations, be board certified or board eligible in his/her specialty; and, further, shall be qualified by training, experience and demonstrated ability in at least one of the clinical areas covered by the Department.

##### **9.5-2 SELECTION**

The chair and vice chair shall be elected every year by those members of the Department who are eligible to vote for general officers of the Medical Staff. Nominations shall be made from the floor when the election meeting is held. Vacancies due to any reason shall be filled for the unexpired term through special election by the respective department with such mechanisms as that department may adopt.

##### **9.5-3 TERMS OF OFFICE**

Each department chair and vice chair shall serve a one year term which coincides with the Medical Staff year or until their successors are chosen, unless they shall sooner resign, be removed from office, or lose their Medical Staff membership or privileges in that department. Department officers shall be eligible, without further vote, to succeed themselves, but may not serve more than two consecutive terms in the same office.

##### **9.5-4 REMOVAL**

Department chairs and vice chairs may be removed from office for cause, including but not limited to loss of confidence and support of the members of the Department or failure to cooperatively and effectively perform the responsibilities of his/her office. Recall may be accomplished by a two-thirds vote of the Executive Committee or a two-thirds vote of the Department members eligible to vote on Departmental matters who cast votes.

##### **9.5-5 DUTIES OF DEPARTMENT CHAIR**

Each Department chair shall have the following authority, duties and responsibilities, and the vice chair, in the absence of the chair, shall assume all of them and shall otherwise perform such duties as may be assigned to him/her:

- (a) Act as presiding officer at departmental meetings;

- (b) Report to the Executive Committee and to the Chief of Staff regarding all professional and administrative activities within the Department;**
- (c) Generally monitor the quality of patient care and professional performance rendered by members with clinical privileges in the Department through a planned and systematic process; and oversee the effective conduct of the patient care, evaluation, and monitoring functions delegated to the Department by the Executive Committee. At the discretion of the chair, this function may be delegated to the vice chair;**
- (d) Develop and implement Departmental programs for retrospective patient care review, on-going monitoring of practice, credentials review and privilege delineation, medical education, utilization review, and quality assessment;**
- (e) Be a voting member of the Executive Committee, and give guidance on the overall medical policies of the Medical Staff and Hospital and make specific recommendations and suggestions regarding the Department;**
- (f) Transmit to the Executive Committee the Department's recommendations concerning practitioner appointment and classification, reappointment, criteria for clinical privileges, monitoring of specified services, and corrective action with respect to persons with clinical privileges in the Department;**
- (g) Endeavor to enforce the Medical Staff Bylaws, Rules, and policies within the Department;**
- (h) Communicate and implement within the Department actions taken by the Executive Committee;**
- (i) Participate in every phase of administration of the Department, including making recommendations for space and other resources needed by the Department and cooperating with the nursing service and the Hospital Administration in matters such as personnel, supplies, special regulations, standing orders, and techniques;**
- (j) Assist in the preparation of such annual reports, including budgetary planning, pertaining to the Department, as may be required by the Executive Committee; and**

- (k) Perform such other duties commensurate with the office as may from time to time be requested by the Chief of Staff or the Executive Committee.

#### **9.5-6 DUTIES OF DEPARTMENT VICE CHAIR**

The vice chair shall assume all duties and authority of the chair in the absence of the chair. The vice chair will be the Department representative to the Quality Assessment Committee. Each vice chair shall be principally responsible for quality assessment and utilization review activities within the Department. The vice chair's duties will therefore include serving as a liaison between the Hospital nursing case managers and the concerned individual physician, and as such shall serve as the physician advisor to the quality assessment and nursing case managers for his/her Department.

### **10.3 EXECUTIVE COMMITTEE**

#### **10.3-1 COMPOSITION**

The Executive Committee shall consist of the following persons:

- (a) The officers of the Medical Staff;
- (b) The Department chairs;
- (c) The Chair of the Quality Assessment Committee; and
- (d) The Chief Executive Officer, who may attend on an ex-officio basis without a vote.

#### **10.3-2 DUTIES**

The duties of the Executive Committee shall include, but not be limited to:

- (a) Representing and acting on behalf of the Medical Staff in the intervals between Medical Staff meetings, subject to such limitations as may be imposed by these Bylaws;
- (b) Coordinating and implementing the professional and organizational activities and policies of the Medical Staff;
- (c) Receiving and acting upon reports and recommendations from Medical Staff departments, committees, and assigned activity groups;
- (d) Recommending actions to the Board of Directors on matters of a medical-administrative nature;
- (e) Recommending the organizational structure of the Medical Staff, the mechanism to review credentials, delineate individual clinical

- (o) Appointing such special or ad hoc committees as may seem necessary or appropriate to assist the Executive Committee in carrying out its functions and those of the Medical Staff;
- (p) Reviewing the quality and appropriateness of services provided by physicians and allied health professionals enjoying agreements with the Hospital;
- (q) Reviewing and approving the designation of the Hospital's authorized representative for National Practitioner Data Bank purposes; and
- (r) Reviewing and approving the Utilization Review and Quality Assessment Plans.

#### **10.3-3 MEETINGS**

The Executive Committee shall meet as often as necessary, but at least once a month and shall maintain a record of its proceedings and actions.

AMENDMENT TO TAHOE FOREST HOSPITAL DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
MEDICINE DEPARTMENT CHAIR

This Amendment is effective on the 1<sup>st</sup> day of January 2015, by and between Tahoe Forest Hospital District (hereinafter "DISTRICT") and Joshua Scholnick, M.D., Medicine Department Chair (hereinafter "DEPARTMENT CHAIR") and shall amend and become a part of a certain agreement made between the parties dated January 1, 2014 (hereinafter "BASIC AGREEMENT").

NOW, THEREFORE, the parties agree as follows:

Section 1, "Responsibilities" of the BASIC AGREEMENT shall be removed in its entirety and shall be replaced with the following language: "During the term of this Agreement, the DEPARTMENT CHAIR shall be accountable for all duties and services outlined in, EXHIBIT A-1, Article VIII – Officers of the Medical Staff Services Bylaws, attached hereto and made part hereof. DEPARTMENT CHAIR shall complete a minimum of 4 hours each month performing the responsibilities of this position.

Section 2, "Compensation" of the BASIC AGREEMENT shall be removed in its entirety and shall be replaced with the following language:

Compensation: DISTRICT shall pay DEPARTMENT CHAIR, Four Hundred Dollars (\$400.00), payable on the 15<sup>th</sup> day of the month immediately following the month which DEPARTMENT CHAIR renders services, so long as DEPARTMENT CHAIR submits the signed Monthly Services Attestation Form attached hereto and incorporated herein as EXHIBIT B.

DISTRICT shall reimburse DEPARTMENT CHAIR for reasonable out-of-pocket expenses incurred by DEPARTMENT CHAIR while performing duties under this Agreement, so long as those expenses comply with DISTRICT policies in place at the time such expenses were incurred.

DISTRICT shall reimburse DEPARTMENT CHAIR for reasonable out-of-pocket expenses incurred as a result of training and education related to the performance of the duties described herein, so long as such expenses have been pre-approved by the Hospital's Chief Executive Officer or designee, and the expenses comply with DISTRICT policies in place at the time such expenses were incurred.

Section 3, "Term" of the BASIC AGREEMENT shall be removed in its entirety and shall be replaced with the following language "Term: Subject to earlier termination as provided hereafter, this Agreement shall continue for a period of two (2) years

commencing as of the above written date." The end result of this change will result in the BASIC AGREEMENT expiring on December 31, 2015.

EXHIBIT A, "Medical Staff Bylaws Department Chair Duties" of the BASIC AGREEMENT shall be removed in its entirety and replaced with the current revised Bylaws "Article VIII – Officers" attached to this Amendment as EXHIBIT - A1. The end result of this change will result in a BASIC AGREEMENT which comports with the revised Bylaws contained therein.

Except as specifically revised by this Amendment and any and all subsequent Amendments, the BASIC AGREEMENT shall continue in full force and effect pursuant to the terms thereof.

TAHOE FOREST HOSPITAL DISTRICT

BY: \_\_\_\_\_  
Robert A. Schapper  
Chief Executive Officer

Date: \_\_\_\_\_

MEDICINE DEPARTMENT CHAIR

BY: \_\_\_\_\_  
Joshua Scholnick, M.D.

Date: \_\_\_\_\_



**EXHIBIT B**



**TAHOE FOREST HOSPITAL DISTRICT  
MONTHLY SERVICE TIME ATTESTATION**

*Physician: Please verify that you have satisfied the minimum hours performed for the services rendered pursuant to your Professional Services Agreement.*

I, \_\_\_\_\_, hereby attest that I personally performed no less than 4 hours during the month of \_\_\_\_\_, 201\_\_ for all services required pursuant to my role as \_\_\_\_\_. I declare that the above statement is true and accurate to the best of my knowledge.

Physician's signature: \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT A-1

### ARTICLE VIII - OFFICERS

#### 8.1 OFFICERS OF THE MEDICAL STAFF

##### 8.1-1 IDENTIFICATION

The officers of the Medical Staff shall be the Chief of Staff, Vice Chief of Staff, Secretary-Treasurer and Member-At -Large.

##### 8.1-2 QUALIFICATIONS

Officers must be members of the Active Staff at the time of nomination and election, and must remain members in good standing during their terms of office. Failure to maintain that status shall immediately create a vacancy in the office involved.

##### 8.1-3 NOMINATIONS

A. The Medical Staff shall provide for the election of the four (4) officers identified in Section 8.1-1, above, every two (2) years.

B. A Nominating Committee shall be convened, comprised of the Chief of Staff and two (2) other Active Staff members appointed by the Medical Executive Committee.

C. At least thirty (30) days prior to the deadline for voting as set forth in Section 8.1-4, below ("deadline for voting"), the Nominating Committee shall issue an announcement to the Medical Staff soliciting nominations for each office to be filled. Nominations may be submitted by any member of the Active Staff, and must be received by the Medical Staff Office at least fifteen (15) days prior to the deadline for voting.

D. After the close of nominations as provided above, the Nominating Committee will screen the nominees to confirm that they meet the basic qualifications for office. Each nominee will also be contacted to confirm his or her willingness to serve if elected. The Nominating Committee will then apply the following criteria to determine, in its discretion, which nominees will appear on the ballot and for which offices:

- (i) Balance of representation among specialties on the Medical Staff;
- (ii) Avoidance of having more than three (3) candidates run for a given office;
- (iii) Avoidance of having a single candidate run for more than one office;
- (iv) The preference of the nominee regarding the office for which he or she will run, if nominated for more than one office; and
- (v) Conflicting demands on the nominee if he or she is serving or has been elected to serve as Department Chair or Vice Chair.

E. In the event that the above process does not yield any qualified and willing candidates for a given office, or the Nominating Committee determines, in its discretion, that there should be one or more additional candidates for a given office, the Nominating Committee may nominate candidates on its own initiative and include them on the ballot.

F. Ballots will be issued at least five (5) days prior to the deadline for voting.

## **8.1-4 ELECTIONS**

The election shall be by ballot, and the outcome shall be determined by a majority of votes cast by ballots that are returned to the Medical Staff Office no later than 72 hours prior to the annual meeting. Only members of the Active Staff are eligible to vote in the election.

## **8.1-5 TERM OF ELECTED OFFICE**

All officers shall serve a two (2) year term and shall take office on the first day of the Medical Staff year. At the end of that officer's term, the Chief of Staff shall automatically assume the office of the immediate Past Chief of Staff and the Vice Chief of Staff shall automatically assume the office of the Chief of Staff.

An officer of the Medical Staff may be removed from office by a two-thirds vote of all Active Medical Staff members, for good cause, including but not limited to neglect or misfeasance in office, serious acts of moral turpitude, failure to discharge satisfactorily the duties of office, or loss of confidence and support of the Medical Staff. To bring the matter to a vote, a motion must be made and seconded at a regular or special Medical Staff meeting or by a letter to the Medical Executive Committee requesting the removal of an officer. The letter must be signed by a minimum of three (3) members of the Active Medical Staff. If a vote affirming the removal of an officer is obtained, the officer will immediately relinquish his/her position.

## **8.1-6 VACANCIES IN ELECTED OFFICE**

Vacancies of the Secretary/Treasurer during the Medical Staff year shall be filled by the Medical Executive Committee. If there is a vacancy in the Office of the Chief of Staff, the Vice Chief of Staff shall serve for the remainder of his/her term. Should the Vice Chief of Staff be elevated to the Chief of Staff position, a special election shall be held to fill the Vice Chief of Staff position.

## **8.2 DUTIES AND AUTHORITY OF OFFICERS**

### **8.2-1 CHIEF OF STAFF**

The Chief of Staff shall serve as the chief executive officer of the Medical Staff. The duties and authority of the Chief of Staff shall include, but not be limited to:

- (a) enforcing the Medical Staff Bylaws and Rules, implementing sanctions where indicated, and promoting compliance with procedural safeguards where corrective action has been requested or initiated;
- (b) exercising such authority as he/she deems necessary so that at all times patient welfare takes precedence over all other concerns;
- (c) in the interim between Medical Executive Committee meetings, performing those responsibilities of the Committee that, in his/her opinion, must be accomplished prior to the next regular or special meeting of the Committee;

- (d) calling, presiding at, and being responsible for the agenda of all meetings of the Medical Staff;
- (e) serving with a vote as Chair of the Medical Executive Committee;
- (f) serving as an ex officio member of all other Medical Staff committees without vote, unless his/her membership in a particular committee is required by these Bylaws, in which case voting rights shall apply unless otherwise specified;
- (g) interacting with the Chief Executive Officer and the Board of Directors in all matters of mutual concern within the Hospital;
- (h) appointing, with the agreement of the Medical Executive Committee, committee members and chair persons for all standing and special Medical Staff, liaison, or multidisciplinary committees, except where otherwise provided by these Bylaws and, except where otherwise indicated, designating the chairperson of these committees with the approval of the Medical Executive Committee;
- (i) representing the views and policies of the Medical Staff to the Board of Directors and to the Chief Executive Officer;
- (j) being a spokesman for the Medical Staff in external professional and public relations;
- (k) performing such other functions as may be assigned to the Chief of Staff by these Bylaws or the Rules, or by the Medical Executive Committee;
- (l) serving on liaison committees with the Board of Directors and Hospital Administration, as well as outside licensing or accreditation agencies; and,
- (m) being the designated person who receives reports or concerns on physician impairment.
- (n) continue to serve on the Medical Executive Committee, as the Past Chief of Staff, immediately following the election term for as much time as needed to assure continuity in the transition with the change in leadership.

## **8.2-2 VICE CHIEF OF STAFF**

The Vice Chief of Staff is the second officer of the Medical Staff. The Vice Chief of Staff shall assume all duties and authority of the Chief of Staff in the absence of the Chief of Staff. The Vice Chief of Staff shall be a member of the Quality Assessment Committee. The Vice Chief of Staff shall coordinate all Utilization Review functions. The Vice Chief of Staff shall be a voting member of the Medical Executive Committee and of the Joint Conference Committee, and shall perform such other duties as the Chief of Staff may assign or as may be delegated by these Bylaws, or by the Medical Executive Committee. The Vice Chief of Staff shall be a member of the Quality Assessment Committee. The Vice Chief of Staff will remain on the Medical Executive Committee and serve the following term as the Chief of Staff.

### **8.2-3 IMMEDIATE PAST CHIEF OF STAFF**

The Immediate Past Chief of Staff shall be a member of the Medical Executive Committee and a member of the Joint Conference Committee and shall perform such other duties as may be assigned by the Chief of Staff or delegated by the Bylaws, or by the Medical Executive Committee. The Immediate Past Chief of Staff will remain on the Medical Executive Committee for at least three (3) months to assure a smooth transition with the change in leadership and longer as deemed necessary

### **8.2-3 SECRETARY-TREASURER**

The Secretary-Treasurer is the third officer of the Medical Staff. The Secretary-Treasurer shall be a voting member of the Medical Executive Committee. His/Her duties shall include, but not be limited to:

- (a) maintaining a roster of Medical Staff members;
- (b) keeping accurate and complete minutes of all Medical Executive Committee and general and special Medical Staff meetings;
- (c) calling meetings on the order of the Chief of Staff or Medical Executive Committee;
- (d) attending to all appropriate correspondence and notices on behalf of the Medical Staff;
- (e) receiving and safeguarding all funds of the Medical Staff including operational and scholarship funds and presenting financial reports to the Medical Executive Committee;
- (f) serving on any committee as assigned; and
- (g) performing such other duties as ordinarily pertains to the office or as may be assigned from time to time by the Chief of Staff or Medical Executive Committee.

### **8.2-4 MEMBER-AT-LARGE**

- (a) Perform such other functions as may be assigned by the Chief of Staff or Medical Executive Committee.

TAHOE FOREST HOSPITAL DISTRICT  
PROFESSIONAL SERVICES AGREEMENT  
MEDICINE DEPARTMENT CHAIR

This Agreement is made and entered into on January 1, 2014 by and between Joshua Scholnick, M.D., Medicine Department Chair (hereinafter referred to as "DEPARTMENT CHAIR") and Tahoe Forest Hospital District (hereinafter referred to as "DISTRICT").

RECITALS

DISTRICT currently operates a 25 bed Critical Access Hospital with a 37 bed Skilled Nursing Facility in Truckee, California, a four-bed hospital offering 24-hour emergency services and surgicenter services in Incline Village, Nevada, including its Medical Staff (hereinafter referred to as "MEDICAL STAFF"). DISTRICT desires to enter into an agreement with DEPARTMENT CHAIR to monitor the quality and appropriateness of care provided to residents of the DISTRICT. The DEPARTMENT CHAIR is licensed to practice medicine in the State of California. The DISTRICT is desirous of engaging DEPARTMENT CHAIR to perform such duties as are set forth hereinafter.

TERMS

The parties hereby agree as follows:

1. **Responsibilities:** During the term of this agreement, the DEPARTMENT CHAIR will be responsible for the provision of all services outlined in Exhibit A (Department Chair Duties Bylaws Excerpt and Medical Executive Bylaws Duties excerpt) attached hereto and made a part hereof.
2. **Compensation:** DISTRICT shall pay DEPARTMENT CHAIR, Four Hundred Dollars (\$400.00) per month, payable on the 15<sup>th</sup> day of the month immediately following the month during which Department Chair services are rendered by DEPARTMENT CHAIR.

The Hospital will reimburse DEPARTMENT CHAIR for reasonable out-of-pocket expenses incurred by DEPARTMENT CHAIR when performing duties under this Agreement, and will also pay for training and education related to the performance of those duties, as approved by the Hospital's Chief Executive Officer or designee.

3. **Term:** Subject to earlier termination as provided hereafter, this agreement shall continue for a period of one year commencing as of the above written date.
4. **Termination:** This agreement may be terminated with or without cause by either party upon provision of thirty (30) days written notice to the other party addressed to the other party as follows:

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

DEPARTMENT CHAIR  
Joshua Scholnick, MD  
10978 Donner Pass Road  
Truckee, CA 96161

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date deposited in the United States mail, postage prepaid.

5. Independent Contractor: DEPARTMENT CHAIR shall perform the services and duties required under this agreement as an independent contractor and not as an employee, agent or partner of, or joint venture with, DISTRICT.
6. DISTRICT's Obligations:
  - A. DISTRICT shall provide services to patients according to the DISTRICT/ MEDICAL STAFF policies. DISTRICT retains professional and administrative responsibility for the services rendered.
  - B. Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will provide the DEPARTMENT CHAIR an orientation to the DEPARTMENT CHAIR functions. Additional materials will be provided, as needed, throughout the term of the agreement. The Director of Medical Staff Services, and when appropriate, CHIEF EXECUTIVE OFFICER, will be accessible to the DEPARTMENT CHAIR and will facilitate coordination and continuity of services.
  - C. DISTRICT will ensure the quality and utilization of services in accordance with its quality management program.
  - D. DISTRICT will provide DEPARTMENT CHAIR with any changes to these rules, regulations and standards and allow the DEPARTMENT CHAIR at least thirty (30) days to meet these changes.
7. Compliance With Laws and Regulations: DEPARTMENT CHAIR at all times while performing hereunder shall be licensed to practice medicine in the State of California and/or the State of Nevada will maintain Active Staff privileges on the DISTRICT's Medical Staff. DEPARTMENT CHAIR shall perform duties in a timely manner and in accordance with DISTRICT policies and Medical Staff Bylaws and Rules and Regulations. In addition, DEPARTMENT CHAIR shall comply with the laws of the State of California, the standards of the Healthcare Facilities Accreditation Program (HFAP), and the Ethics of the American Medical Association and the American Osteopathic Association. DEPARTMENT CHAIR will comply with educational requirements and adhere to personnel qualifications.

8. Insurance: All facility employees shall be covered by the general and professional liability insurance carried by DISTRICT. DISTRICT represents that DEPARTMENT CHAIR shall be covered under DISTRICT's comprehensive general liability insurance while performing as DEPARTMENT CHAIR hereunder. DEPARTMENT CHAIR shall maintain at all times professional liability insurance with a company or companies qualified to conduct insurance business in the states and approved by the DISTRICT with limits not less than \$1,000,000.
  
9. Access To Books And Records Of Subcontractor: Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, the DEPARTMENT CHAIR will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection will be available up to four (4) years after rendering of such services. This section is included pursuant to and is governed by the requirements of Public Law 96-+99, Sec 952 (Sec 1861 (v) (1) of the Social Security Act) and the regulation promulgated thereunder.
  
10. Entire Agreement. This agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, representations and understandings between the parties relating to the subject matter thereof.

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

DISTRICT

BY:  DATE: 2/4/14  
Robert A. Schapper,  
Chief Executive Officer

DEPARTMENT CHAIR

BY:  DATE: 2/3/14  
Joshua Scholnick, M.D.



## EXHIBIT A

### MEDICAL STAFF BYLAWS DEPARTMENT CHAIR DUTIES

#### .5 DEPARTMENT CHAIR AND VICE CHAIR

##### 9.5-1 QUALIFICATIONS

Each department shall have a chair and vice chair who shall be a member of the Active or Senior Active Medical Staff and shall, if required by California hospital licensure regulations, be board certified or board eligible in his/her specialty; and, further, shall be qualified by training, experience and demonstrated ability in at least one of the clinical areas covered by the Department.

##### 9.5-2 SELECTION

The chair and vice chair shall be elected every year by those members of the Department who are eligible to vote for general officers of the Medical Staff. Nominations shall be made from the floor when the election meeting is held. Vacancies due to any reason shall be filled for the unexpired term through special election by the respective department with such mechanisms as that department may adopt.

##### 9.5-3 TERMS OF OFFICE

Each department chair and vice chair shall serve a one year term which coincides with the Medical Staff year or until their successors are chosen, unless they shall sooner resign, be removed from office, or lose their Medical Staff membership or privileges in that department. Department officers shall be eligible, without further vote, to succeed themselves, but may not serve more than two consecutive terms in the same office.

##### 9.5-4 REMOVAL

Department chairs and vice chairs may be removed from office for cause, including but not limited to loss of confidence and support of the members of the Department or failure to cooperatively and effectively perform the responsibilities of his/her office. Recall may be accomplished by a two-thirds vote of the Executive Committee or a two-thirds vote of the Department members eligible to vote on Departmental matters who cast votes.

##### 9.5-5 DUTIES OF DEPARTMENT CHAIR

Each Department chair shall have the following authority, duties and responsibilities, and the vice chair, in the absence of the chair, shall assume all of them and shall otherwise perform such duties as may be assigned to him/her:

- (a) Act as presiding officer at departmental meetings;
- (b) Report to the Executive Committee and to the Chief of Staff regarding all professional and administrative activities within the Department;
- (c) Generally monitor the quality of patient care and professional performance rendered by members with clinical privileges in the Department through a planned and systematic process; and oversee the effective conduct of the patient care, evaluation, and monitoring functions delegated to the Department by the Executive Committee. At the discretion of the chair, this function may be delegated to the vice chair;
- (d) Develop and implement Departmental programs for retrospective patient care review, on-going monitoring of practice, credentials review and privilege

delineation, medical education, utilization review, and quality assessment;

- (e) Be a voting member of the Executive Committee, and give guidance on the overall medical policies of the Medical Staff and Hospital and make specific recommendations and suggestions regarding the Department;
- (f) Transmit to the Executive Committee the Department's recommendations concerning practitioner appointment and classification, reappointment, criteria for clinical privileges, monitoring of specified services, and corrective action with respect to persons with clinical privileges in the Department;
- (g) Endeavor to enforce the Medical Staff Bylaws, Rules, and policies within the Department;
- (h) Communicate and implement within the Department actions taken by the Executive Committee;
- (i) Participate in every phase of administration of the Department, including making recommendations for space and other resources needed by the Department and cooperating with the nursing service and the Hospital Administration in matters such as personnel, supplies, special regulations, standing orders, and techniques;
- (j) Assist in the preparation of such annual reports, including budgetary planning, pertaining to the Department, as may be required by the Executive Committee; and
- (k) Perform such other duties commensurate with the office as may from time to time be requested by the Chief of Staff or the Executive Committee.

#### **9.5-6 DUTIES OF DEPARTMENT VICE CHAIR**

The vice chair shall assume all duties and authority of the chair in the absence of the chair. The vice chair will be the Department representative to the Quality Assessment Committee. Each vice chair shall be principally responsible for quality assessment and utilization review activities within the Department. The vice chair's duties will therefore include serving as a liaison between the Hospital nursing case managers and the concerned individual physician, and as such shall serve as the physician advisor to the quality assessment and nursing case managers for his/her Department.

### **10.3 EXECUTIVE COMMITTEE**

#### **10.3-1 COMPOSITION**

The Executive Committee shall consist of the following persons:

- (a) The officers of the Medical Staff;
- (b) The Department chairs;
- (c) The Chair of the Quality Assessment Committee; and
- (d) The Chief Executive Officer, who may attend on an ex-officio basis without a vote.

#### **10.3-2 DUTIES**

The duties of the Executive Committee shall include, but not be limited to:

- (a) Representing and acting on behalf of the Medical Staff in the intervals between Medical Staff meetings, subject to such limitations as may be imposed by these Bylaws;
- (b) Coordinating and implementing the professional and organizational activities and policies of the Medical Staff;
- (c) Receiving and acting upon reports and recommendations from Medical Staff departments, committees, and assigned activity groups;
- (d) Recommending actions to the Board of Directors on matters of a medical-administrative nature;
- (e) Recommending the organizational structure of the Medical Staff, the mechanism to review credentials, delineate individual clinical privileges, restrict or terminate privileges or membership and provide fair hearings, the organization of quality assessment activities and mechanisms of the Medical Staff, as well as other matters relevant to the operation of an organized Medical Staff;
- (f) Evaluating the medical care rendered to patients in the Hospital as necessary to assure that all patients admitted or treated in any of the Hospital services receive a uniform standard of quality patient care, treatment, and efficiency consistent with generally accepted standards attainable within the Hospital's means and circumstances.
- (g) Participating in the development and approval of all Medical Staff and Hospital policies, practice, and planning;
- (h) Reviewing the qualifications, credentials, performance and professional competence and character of applicants for both clinical privileges and/or Medical Staff membership, obtaining and considering the recommendations of the concerned departments, and making recommendations to the Board of Directors regarding Medical Staff appointments and reappointments, assignments to departments, clinical privileges, and corrective action;
- (i) Taking reasonable steps to promote ethical conduct and quality clinical performance on the part of all those requesting or holding clinical privileges and all members including requiring evaluation of performance whenever there is doubt about a practitioner's ability to perform requested privileges and/or the initiation of and participation in Medical Staff corrective or review measures when warranted;
- (j) Taking reasonable steps to develop continuing education activities and programs for the Medical Staff.
- (k) Designating such committees as may be appropriate or necessary to assist in carrying out the duties and responsibilities of the Medical Staff and approving or rejecting appointments to those committees by the Chief of Staff;
- (l) Reporting to the Medical Staff at each regular Medical Staff meeting;
- (m) Assisting in the obtaining and maintenance of accreditation;

- (n) Developing and maintaining methods for the protection and care of patients and others in the event of internal or external disaster;
- (o) Appointing such special or ad hoc committees as may seem necessary or appropriate to assist the Executive Committee in carrying out its functions and those of the Medical Staff;
- (p) Reviewing the quality and appropriateness of services provided by physicians and allied health professionals enjoying agreements with the Hospital;
- (q) Reviewing and approving the designation of the Hospital's authorized representative for National Practitioner Data Bank purposes; and
- (r) Reviewing and approving the Utilization Review and Quality Assessment Plans.

**10.3-3 MEETINGS**

The Executive Committee shall meet as often as necessary, but at least once a month and shall maintain a record of its proceedings and actions.

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## Board Informational Report

**By: Judy Newland**  
Chief Nursing Officer

**DATE: December, 2014**

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### Monthly CNO Report

#### **Collaborative Alliance For Nursing Outcomes Performance Excellence Award**

Tahoe Forest Hospital has been recognized by the Collaborative Alliance for Nursing Outcomes (CALNOC) for Performance Excellence in the Prevention of Injury Falls. TFH was recognized at CALNOC's annual conference for zero injury falls for all 4 quarters in 2013. Congratulations to the nursing staff for their dedication to the prevention of injury falls and receiving the CALNOC Award for Performance Excellence.

#### **Electronic Medical Record – CPSI**

1. Physician Applications
  - Medical staff continues to utilize the CPSI Electronic Signature (E-Sign) program which provides physicians the ability to electronically view, edit and sign their transcribed dictated documents. The E-Sign program was implemented in November.
  - The Physician Applications Project Team, in preparation for Computerized Physician Order Entry (CPOE) implementation, continue to work with our medical specialties to better understand the current process of creating patient care orders. This work will assist in the development of the new workflow processes that will need to be in place for medical staff to transition to computerized physician order entry.
2. Point of Care (POC)
  - Nursing informatics staff and trained POC Superusers continue to assist nursing and ancillary departments in their transition to electronic medical record documentation. Weekly bulletins have been maintained to answer questions generated by staff and process changes. The nursing informatics team continues to be present on the units and will be meeting with each department to review their electronic medical record documentation process and identify improvement opportunities.



## Board Informational Report

**By: Judy Newland**  
Chief Administrative Officer

**DATE:** December, 2014

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### Board IVCH Report

#### Community Outreach

Staff from Incline Village Community Hospital and North Lake Tahoe Fire Protection District conducted a joint community disaster drill enacting the procedure and protocol both agencies would follow should a patient present at the IVCH Emergency Department with Ebola symptoms.

#### IVCH Health Clinic

The Incline Village Health Clinic continues to serve both scheduled and walk – in patients. The clinic is open three days per week and services all individuals who walk through their doors.



## Board Informational Report

**By: Jake Dorst**  
Chief Information Officer

**DATE:** December 2014

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### Monthly CIO Report

#### **Point of Care (POC):**

TFHD continues to use the new Point of Care system in our clinical settings. The staff is providing daily feedback to the system process and we are addressing issues as they arise. The calls to the help desk regarding POC issues have dramatically been reduced.

#### **Electronic Signature (E-sig):**

E-sig is live and working well from various reports. This software has given the providers the ability to electronically sign health information documents without having to physically work on paper. This has allowed the users to remotely approve documentation.

#### **Computerized Physician Order Entry (CPOE):**

We are still working with our timeline and our Electronic Health Record (HER) vendor CPSI, to work out the best timeline and training slots available. While refining the rollout plan we are working to complete upgrades to our Information Technology Infrastructure listed below:

- Whiptail is the name for our all solid state hard drive array that has recently become certified for our server virtualization software.
  - Solid State Systems harness the power of flash technology to accelerate data-intensive application workloads.
  - We are starting to use this system to run our CPSI software on-site as it will increase our speed and stability.
- TFHD will be cutting over to a locally installed and controlled instance of our CPSI EHR software on December 15, 2014.
  - The system has been on-site for several weeks on our virtual servers and we have been testing this install extensively to make sure the application is running as expected on our network and equipment.
  - We will do a data sync on the December 15<sup>th</sup> and redirect all of our users to the new CPSI server inside our network once we have performed a quality assurance on the new install.
  - This will take an estimated 7 hours of downtime to accomplish
- Knowing we will need to incur downtime for the CPSI cutover, we will also be performing required upgrades to our network infrastructure at that time.



- The network upgrades will also incur downtime so we are working all opportunities to minimize these effects on our customers by combining the work into one outage.
- The IT department has been working on a roll out plan to replace 50 computers in our clinical areas to better support and stabilize our EHR software.
  - IT has also have been performing a software inventory in each of our clinical areas to begin to perfect job specific images for our new computers we are acquiring for the district.
  - We will have pricing for the new equipment and have it ordered by the 15<sup>th</sup> of December, 2014.

**Meaningful Use (MU):**

TFHD has begun the process of identifying specific individuals to work on gathering the data for attestation for MU stage 1.

- Areas we will need to focus on
  - Problem Lists
  - Patient Portal
  - Quality Reporting



TAHOE  
FOREST  
HEALTH  
SYSTEM

**MEMORANDUM**

DATE: December 5, 2014  
TO: Governance Committee Members – See Distribution List Below  
FROM: Bob Schapper, Chief Executive Officer  
SUBJECT: Special Governance Committee Meeting

The next meeting of the Governance Committee will be held on Tuesday, December 9, 2014 at 3 p.m. at the Foundation Conference Room, Tahoe Forest Health System Foundation, 10976 Donner Pass Rd, Truckee, CA.

**AGENDA**

- 1. Call To Order**
- 2. Roll Call**
- 3. Clear The Agenda/Items Not On The Posted Agenda**
- 4. Input – Audience**
- 5. Approval of minutes of: 11/12/2014**..... ATTACHMENT
- 6. Items for Committee Discussion and/or Recommendation**
  - A. Agenda and Minute Format Change ..... ATTACHMENT
  - B. Televised Board Meetings ..... ATTACHMENT
  - C. Board Effect Portal - iPad Option ..... ATTACHMENT
  - D. Board Retreat
  - E. Board and Committee Goals..... ATTACHMENT
  - F. ACHD Leadership Academy..... ATTACHMENT
  - G. Policies
    - 1. Conflict of Interest ..... ATTACHMENT
    - 2. Manner of Governance..... ATTACHMENT
- 7. Open Session**
- 8. Review Follow Up Items / Board Meeting Recommendations**
- 9. Next Meeting Date**
- 10. Meeting Effectiveness Assessment**
- 11. Adjourn**

RAS:pab

Distribution List:	Karen Sessler, Chair	John Mohun	
	Judy Newland	Crystal Betts	Ginny Razo
	Jayne O’Flanagan	Janet Van Gelder	Ted Owens

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

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

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



## Board Executive Summary

**By: Patricia Barrett**  
Clerk of the Board

**DATE:** December 5, 2014

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### **ISSUE:**

Proposed change to format of Board Agenda and Minutes.

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### **BACKGROUND:**

The Clerk of the Board is submitting to Governance Committee for review and feedback samples of updated formats for Board Agenda and Minutes.

The change is being recommended to address the following:

- 1) The updated format reflects board governance best practice and is consistent with the style used by other public agencies (i.e. Town of Truckee, Nevada County Board of Supervisors, etc.)
  - 2) The updated Agenda format provides a more detailed narrative for each agenda item and provides sufficient information for the public to understand what is scheduled for discussion.
  - 3) The updated minute format is easier to read and reduces the number of pages produced (i.e. the example provided is only 5 pages compared to the 9 pages created by the current format).
  - 4) The update agenda format will allow for efficiency and time savings for the Clerk of the Board in preparing the final minutes as the two formats are easily transitioned.
  - 5) The updated agenda format will allow for the option to post summary minutes reflecting Board actions immediately following the meeting while approval of the full minutes are pending (should the board chose to do so).
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### **ACTION REQUESTED:**

Committee feedback is being sought. Direction as to whether this change requires board approval is requested.



# GOVERNANCE COMMITTEE AGENDA

Tuesday, December 9, 2014 at 3 p.m.  
Foundation Conference Room - Tahoe Forest Health System Foundation  
10976 Donner Pass Rd, Truckee, CA.

**1. CALL TO ORDER**

**2. ROLL CALL**

Karen Sessler, M.D., Chair; John Mohun, Board Member

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

**4. INPUT – AUDIENCE**

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

**5. APPROVAL OF MINUTES OF: 11/12/2014 ..... ATTACHMENT**

**6. ITEMS FOR COMMITTEE DISCUSSION AND/OR RECOMMENDATION**

**6.1. Agenda and Minute Format Change ..... ATTACHMENT**

Staff will review proposed change to the format used for Board Agendas and Minutes.

**6.2. Televised Board Meetings ..... ATTACHMENT**

Discussion related to proposed use of the Truckee Tahoe Unified School District (TTUSD) location for the purpose of offering televised board meetings for the District.

Staff Recommendation: That the Governance Committee recommends the Board approve the commencement of televised board meetings.

**6.3. Board Effect Portal - iPad Option ..... ATTACHMENT**

Committee will consider the Board's use of the iPad tool to support best practice related to board communication and to provide better maneuverability within the Board Effect portal.

Staff Recommendation: That the Governance Committee recommends the Board approve the purchase and use of iPads (and related required items) for board and identified staff use.

**6.4. Board Retreat**

Committee will discuss details related to planning of the annual board retreat.

Staff Recommendation: That the Governance Committee presents to the Board for consensus, the date and time of the annual board retreat, and seeks input and direction as to the Board's expectations for the retreat.

- 6.5. **Board and Committee Goals**..... **ATTACHMENT**  
Committee will review the status of 2014 goals and discuss considerations for 2015 goal planning.
- 6.6. **ACHD Leadership Academy**..... **ATTACHMENT**  
Staff will present details related to the 2015 ACHD Leadership Academy scheduled for January 22-23, 2015. Board member participation and alternate board education opportunities will be discussed.
- 6.7. **Policies**  
As part of a periodic review of Board policies, the following policies have been identified for review by the Governance Committee.
  - 6.7.1. **ABD-7 Conflict of Interest**..... **ATTACHMENT**  
General Counsel will present recommendation for update to this policy for Committee consideration and potential recommendation to the full board for approval.
  - 6.7.2. **ABD-17 Manner of Governance For The Tahoe Forest Hospital District Board of Directors**..... **ATTACHMENT**  
This policy will be reviewed for potential updates as part of the Committee’s periodic policy review.

**7. REVIEW FOLLOW UP ITEMS / BOARD MEETING RECOMMENDATIONS**

**8. NEXT MEETING DATE**

The date and time of the next committee meeting will be proposed and/or confirmed.

**9. MEETING EFFECTIVENESS ASSESSMENT**

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

**10. ADJOURN**

PROPOSED  
NEW  
FORMAT

\*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.



## GOVERNANCE COMMITTEE MINUTES

November 12, 2014 at 1:00 p.m.

Foundation Conference Room  
Tahoe Forest Health System Foundation  
10976 Donner Pass Rd, Truckee, CA.

### 1. CALL TO ORDER

The meeting was called to order at 1:02 p.m.

### 2. ROLL CALL

Directors Sessler and Mohun were both present.

#### *Staff Present:*

Bob Schapper, Chief Executive Officer (CEO); Ginny Razo, Chief Operating Officer (COO); Judy Newland, Chief Nursing Officer/IVCH Administrator (CNO); Jayne O'Flanagan, Director Human Resources; Ted Owens, Director Community Development; Gail Betz; Compliance Officer; Patricia Barrett, Executive Assistant/Clerk of the Board

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

No changes made.

### 4. INPUT – AUDIENCE NONE

No input provided.

### 5. APPROVAL OF MINUTES OF: 10/16/2014

**ACTION TAKEN:** Motion made by Director Mohun, seconded by Director Sessler, to approve the minutes of October 16, 2014 as presented. Motion passed unanimously.

### 6. ITEMS FOR COMMITTEE DISCUSSION AND/OR RECOMMENDATION

#### A. Televised Board Meetings

The Director of Community Development provided an update related to the District's potential use of the Tahoe Truckee Unified School District's (TTUSD) board room for the January board meeting. Materials required to reserve the use of the TTUSD facility were provided to the Clerk of the Board. A reservation form is required to be submitted to TTUSD 30 days in advance of the meeting date. Background related to the access and archiving of meetings retained on video was also provided.

The Chief Operating Officer recommended that a board member review the proposed televised board meeting option with physicians at the November MEC meeting to obtain physician input. Director Mohun indicated he would attend the November 19<sup>th</sup> MEC meeting and request input from physicians.

Discussion took place related how the closed session portion of the Board meetings will be accommodated if the meeting is moved off site, and whether it is an option to have videographer on campus to record meetings rather than having the meetings off site. Both options will be presented to the Board for consideration.

**ACTION TAKEN: Committee will provide an update and make a recommendation to the full Board for approval of commencing with televising the Board meetings.**

**B. Excellence in Governance**

**1) Karma Bass Code of Conduct**

Discussion took place related to the Code of Conduct document provided by Karma Bass following the September 18, 2014 board governance workshop. A recommendation was made to consider incorporating this information into the Board's Manner of Governance policy, and include it as part of Board orientation.

**2) Speak your peace campaign**

Discussion took place regarding how best to marry the Speak Your Peace Campaign, previously adopted by the Board, with the Bass Code of Conduct. It was agreed the conduct expectations noted in both should be addressed within TFHD internal policies. A recommendation was made to include a discussion related to this topic during the Board retreat.

**3) Just culture**

A discussion took place related to *Just Culture* within TFHS and the responsibility of all associated with the District to have buy in and support the initiative. Discussion took place pertaining to a lack of understanding as to how a public official is held accountable for their actions, and whether *Just Culture* would apply. It was noted that *Just Culture* is a not simply a policy for the organization but part of its culture.

Director Mohun noted that the Board is governed by government statute code and interpretation of certain laws.

Director of Human Resources reported that *Just culture* has components to help tie the Board to the organization and applies to all associated with the District. Training will be provided for the Board and incorporated into a policy for the Board's reference.

**C. Board Self Assessment Process**

**1) Annual Board Retreat**

Discussion took place related to the objective and format of the annual board retreat. Director Sessler stressed the importance of finding a way to get the Board to work together and to be provided an opportunity to work together to identify goals for the Board and its governance. Director Mohun indicated an interest in a strategic discussion for the organization and educational opportunities related to healthcare.

An update was provided related to the ACHD Board Self Assessment survey. Data collection is under way and will end on the 20th of November.

The Board self assessment survey results will be used at the Board retreat to assist with setting board goals for 2015.

A discussion took place related to the current functional dynamics of the Board and how TFHD board governance may improve to allow the Board to better meet the needs and expectations of the community.

Discussion took place related to organizations strategic direction and consideration for holding this discussion as part of separate meeting than that of the Board retreat. Discussion took place related to the format of the retreat, use of a facilitator and value of combining an education component.

The Director of Community Development shared his observations of how the TFHD Board currently functions. It was noted that the public is used to seeing elected bodies functioning in a certain way and that there is value in the TFHD Board capturing those skills; adding there are technical elements for the TFHD Board are different than other districts.

Director Mohun expressed his opinion that the Board should be who identifies a facilitator for the Board retreat; adding he has suggestions related to the type of educators and facilitators the Board should use.

Discussion took place related to the value of allowing new board members to attend the ACHD Leadership Academy prior to the Board retreat in order to provide them a knowledge base related to board governance. An early February date will be considered.

Discussion took place related to the location for the retreat and it was agreed that staff will look at local and inexpensive options. Recommendation to use a workshop format to allow time for engaged dialogue with facilitation for setting measurable goals going forward.

Specific topics identified for retreat agenda consideration include:

- Excellence in governance
- Board goals and associated deadlines
- Creation of a Board work plan
- Identify board education gaps

Recommendation made for staff to explore having a conversation with ACHD regarding providing assistance in designing a portion of the retreat content designed specifically to a public health care district.



Additional discussion took place related to committee charters, organizational excellence model, etc. Direction from the Board is needed related Mission, Vision, Values and the Organizational Excellence Model; the strategic plan; and more. It was noted that however the governance structure is rolled out it is important to have continuity.

**D. Board Orientation**

The prior board orientation process was discussed. The Clerk of the Board will prepare and reintroduce a board quick reference guide (binder) for new board member use going forward. The portal manual will include this information as well as expanded reference materials.

**E. Contracts**

**1) Auto Renew:**

*a. Camp\_ED On Call*

COO provided a summary of the purpose of the contract, noting it is not a typical ED call that is required rather one that TFHD chooses to have as an essential service. It is an activation contract resulting in payment only when the physician is called into the hospital to provide service.

*b. Dodd & Foley\_ED on Call Orthopedic Surgery*

Clarification provided related to the shift reference. Reference will be updated to reflect 8hours.

**2) Amended:**

*a. Timothy Lombard, M.D., dba Sierra Multi-Specialty Medical Group*

**3) New:**

*a. Arth-Brown-Uglum-Vayner\_ED on Call Pediatrics*

COO provided summary of feedback from Hooper Lundy related to term of contract. Suggestion made to move to 3 year term. Additional feedback received from ECG regarding the validity of the FMV analysis. ECG will then set out a course to assess FMV over the next three years.

*b. Chase, Heneveld, Jensen, Specht\_Physician Health and Advocacy Medical Advisor*

*c. Barta\_Medical Director Home Health*

Due to the potential of a perceived conflict of interest, Director Sessler recused herself from participation in the discussion related to Dr. Barta's contract.

*d. Burkholder\_EKG Services*

*e. Dodd\_Medical Director Rehabilitation Services*

*f. Heifetz\_Medical Director Oncology*

Verification was provided that Hooper Lundy & Bookman has looked at the contract and ECG is looking at the accumulative fair market value.

*g. Kitts\_Rural PRIME Preceptor – General Surgery*

*h. Koch\_Rural PRIME Preceptor – Hospice and Palliative Care*

Discussion took place related to Dr. Koch's involvement in palliative care. Clarification provided regarding the differences between hospice and palliative care.

*i. Standteiner\_Medical Director Hospitalist Services*

*j. North Tahoe Anesthesia*

Director Sessler requested an overview of the nature of the contract. The COO provided background related to contract, noting that the contract was brought about due to the instability of the service in the community. Staff worked with a consultant to understand the service and community needs. All locations, all shifts, and all physicians were looked at to determine the number of physicians needed. The MGMA specialty work book for anesthesia was used to determine compensation the rate. Discussion took place related to the process for reconciling compensation on a monthly basis. Discussion related to the non-competition clause in the contract.

F. **Bylaws – Election of Officers**

Dr. Sessler provided background related to a timing issue related to election of board officer and appointments to committee. Based on historical practice, if the new board is seated on December 5<sup>th</sup> and officers are not elected until the January 23<sup>rd</sup> board meeting, the Board will have a several week period with vacancies on committees. Recommendation made to update the bylaws to avoid this conflict in the future and to allow for the election of officers at the time of certification.

7. **REVIEW FOLLOW UP ITEMS / BOARD MEETING RECOMMENDATIONS**

- Recommendation for approval of contracts via consent calendar
- Recommendation for approval of commencing with televising the Board meeting

8. **ITEMS FOR NEXT MEETING**

- Review/Update of Conflict of Interest policy - Disclosure questionnaire.
- Board Retreat
- Televising of Board meetings
- ACHD Leadership Academy

9. **NEXT MEETING DATE**

The next Governance Committee is tentatively scheduled on December 8, 2014.

10. **MEETING EFFECTIVENESS ASSESSMENT**

No comments provided.

11. **ADJOURN**

The meeting adjourned at 3:05 p.m.



## Board Executive Summary

**By:** **Ted Owens**  
Director of Community Development

**DATE:** December 5, 2014

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### **ISSUE:**

Televising, Live Video Streaming and Archiving of the meetings of the Board of Directors

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### **BACKGROUND:**

The Tahoe Forest District Hospital District (TFHD) Board of Directors requested the Governance Committee conduct an analysis determining potential uses, benefits and costs associated with television broadcast, re-broadcast, live video streaming and video archiving of TFHD Board meetings. Use of media considerations should be measured by benefit to the public and to the organization.

### **Contracting Media Services**

Video services are available through Tahoe Truckee Unified School District (TTUSD) who manages the local designated Public Education & Government (PEG) television system, TTCTV. Also available is live video streaming capability enabling the public to view meetings, workshops, events or important communications as appropriate online.

Video libraries can maintain past meetings, workshops or other recorded events for later viewing. A citizen may view an entire public meeting, specific agenda item or other segments of a recorded event. The library can be linked to the agency website for better public access. Management, policy and ownership of material rests with the agency, the PEG facility maintains the content as a subcontractor of the agency.

#### TTCTV Contract Service Rates:

- |  |                                   |
|--|-----------------------------------|
| • Regularly scheduled monthly meetings | \$ 75.00 Per Hour (On-Site Staff) |
| • Streaming, Archiving & Indexing      | \$750.00 Monthly                  |
| • Special meeting                      | \$125.00 Set-Up (Streaming& Link) |
| Plus                                   | \$ 75.00 Per Hour (On-Site)       |

### **TFHD On-Site Consideration:**

Analysis of the Eskridge Conference Room (ECR) in its current configuration was done. Short of investing in the equipment to produce like, kind and quality of other agencies, staff has determined the ECR is inadequate for televised meeting production due to space limitations..

A stationary camera could be used with “pancake” microphones used by the Board and staff. This would not be broadcast live, but rebroadcast later. Subtitles would have to be added post meeting. No microphone would be available for Public Input. No ability to incorporate power point presentations.

### **Off Campus – Subcontracting:**

TFHD may seek to contract with another local agency that has invested in the operating systems and conducts public meetings or events in a broadcast format. Each agency contracts with TTUSD/TTCTV.

Staff considered three agencies, the Town of Truckee, Tahoe Truckee Unified School District and the Truckee Tahoe Airport District.

- **Town of Truckee**

The Town of Truckee location is inconvenient, 3.7 miles and a ten minute drive from the TFHD campus. Parking is adequate and the public is accustomed to meeting at this location.

The board chamber is fully equipped, and the meeting room is appropriately configured and there is sufficient public seating. PowerPoint display is a rear projection system to the right of the dais. A podium for public input is to the left of dais and is easily visible to all. Each location has microphones for sound. Camera locations are several and have left / right adjustment and zoom capabilities.

- **Truckee Tahoe Airport**

The location is inconvenient, 3.7 miles and a ten minute drive from the TFHD campus. Parking is adequate and the public is accustomed to meeting at this location.

The board chamber is fully equipped, and the meeting room is appropriately configured and there is sufficient public seating. Power point display is a front projection system to the left of the dais. The screen does not face the audience and is not easy to view. A podium for public input is in the center facing the dais and is permanently located. Each location has microphones for sound. Camera locations are several and have left / right adjustment and zoom capabilities.

- **Tahoe Truckee Unified School District**

The administration offices and TTUSD board chambers are located a quarter mile from the TFHD campus off of Donner Pass Road. It is the most convenient alternative to an on-campus system and acceptable to the medical staff.

The board chamber is fully equipped, no upgrades are necessary. The meeting room is appropriately configured. There is sufficient public seating. Power point display is a front projection system. Lectern for Public Input faces the board at center, staff positions are to the right of the board. All positions have microphones.

**Recommendation:**

Option A: Stay on TFHD Campus, Eskridge Conference Room with stationary camera.

- Estimated TTCTV Costs per year: \$15,600
- Facility Costs: -0-

Option B (**Recommended**): Contract with TTUSD for use of their Board Meeting Chamber. Contract for one year, no penalty for early termination.

- Estimated TTCTV Costs per year: \$15,600
- Estimated TTUSD Facility Costs: \$ 4,800
- Estimated Snow Removal Costs: \$ 800

Option C: Make no changes

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**ACTION REQUESTED:**

Staff recommends Board approval of commencing with televised meetings in January and authority to execute agreement with TTUSD for utilization of their facility and TTCTV services.

TTUSD

TAHOE TRUCKEE  
UNIFIED SCHOOL DISTRICT

Facilities Department  
11603 Donner Pass Road • Truckee, CA 96161  
Phone: (530) 582-2540

TO: Applicants for Use of School District Facilities  
FROM: Facilities Department  
DATE: October 15, 2010  
SUBJECT: Application Procedures and Fee Structure

We want to thank you for your interest in using our District's facilities for your group's activities, and we hope we will be able to meet your needs. The District's Board of Trustees recognizes that although the primary purpose of district facilities is for use by school programs and activities, these facilities are also a community resource and it authorizes the use of school facilities by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities.

The use of school district facilities by community groups should not result in additional cost to the District or damage to District property. Therefore, the Board has adopted the attached fee schedule, procedures, and regulations to govern said use.

Our facilities represent a major financial investment, and the Board of Trustees is committed to an aggressive maintenance program to protect the community's investment. The costs to operate and maintain our facilities have increased dramatically in the past few years, and the District must ensure that all users of its facilities share the costs of operating the facilities they use.

We utilize a reservation and payment process to ensure efficient handling of your facility use requests. Even though there are detailed forms to fill out, the overall process is effective for everyone involved. Additionally, this process requires payment in advance of facility use.

***Please be careful not to overestimate the number of days or amount of time you reserve for facility use – refunds will not be given for cancellations, or reductions, with less than 60 days prior written notice.***

***Also, there is no authorized use of any District facility without a fully executed (signed) Facility Use Agreement within which the express dates of use are outlined.***

We look forward to working with you, and appreciate your support of our effort to be responsible stewards of our community's funds.



**TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT  
USER GROUP DESCRIPTIONS FOR FACILITY USE FEES**

1. **Group 1 (No Charge for Facilities during normal operating hours as specified in the fee schedule):** District/school-related and/or sponsored organizations or events when an alternative location is not available (e.g., PTO, Boy Scouts, Girl Scouts, Parent and Booster Clubs, etc.)
  
2. **Group 2 (Direct Costs):** Youth oriented non-profit and community-based organizations, public school districts, non-profit youth organizations and sports leagues, non-profit social and service clubs, other public and **governmental agencies**. Church/Religious organizations with non-profit status are eligible for Group 2 rates for events related to supervised youth recreational or sports activities in which youths can participate regardless of religious beliefs or denomination. Facilities requested for church services, religious meetings, or religious clubs will be charged Group 3 rates.
  
3. **Group 3 (Fair Market Value):** For profit organizations, commercial use of facilities, individuals requesting use of District facilities for personal use, private performances or parties, private personal use, church services or religious meetings, and other groups not covered by the Civic Center Act (e.g., businesses, private clubs, seminars, athletic camps, martial arts events, etc.). Such rentals are at the discretion of the District.
  
4. **Group 4 (Fair Rental Value):** Entertainments or meetings held by youth/school oriented non-profit organizations where admission fees are charged or contributions are solicited and the net receipts are not expended for the welfare of the pupils of the District or for charitable purposes. For the purposes of the Fee Schedule, these Groups will be charged the same rate as Group 2 (Direct Cost).



**TAHOE TRUCKEE  
UNIFIED SCHOOL DISTRICT**  
Facilities Department  
11603 Donner Pass Road • Truckee, CA 96161  
Phone: (530) 582-2540

**RESTRICTIONS AND CONDITIONS OF USE OF FACILITIES  
EVIDENCE OF INSURANCE REQUIREMENTS**

By order of the Board of Trustees, all organizations or individuals requesting use of school district facilities shall provide verification of liability insurance prior to using those facilities. Both the school district and persons, or groups, requesting use of school district facilities may have liability exposure.

The District's liability insurance does not extend coverage to persons/groups other than the District's Board of Trustees, employees, agents, and volunteers who are engaged in official school district activities. Thus, persons or groups that are using school district facilities for other than official school district activities must obtain their own liability insurance and provide a certificate of such insurance prepared in accordance with the following instructions:

**The insurance certificate must include:**

1. An endorsement to the policy naming the "Tahoe Truckee Unified School District, its Board of Trustees, employees, agents, and volunteers as "additional insured" for a minimum of \$2,000,000.
2. 30 days notice of cancellation

**Minimum limits of liability per occurrence:**

Liability exposure may range from a low level (such as a community advisory council meeting) to a high level (such as a carnival). The school district reserves the right to determine the limits of liability required.

For some persons, or very small groups, whose activities in district facilities will entail a very low level of risk, the school district may, at its discretion, allow substitution of a waiver of liability and have a hold harmless signed by each participant in activity.



## Tahoe / Truckee Unified School District

### TTUSD Snow Removal Regulations

The Tahoe Truckee Unified School District requires that snow removal as defined here, be performed prior to facility user events at all school sites between **November 1<sup>st</sup> and April 30<sup>th</sup>**. Snow removal is necessary prior to any event when depth reaches 4 inches or more and time permits the completion of operations. Charges to users will be levied when removal is required to be in addition to regular removal. The following applies:

- 1) **Facility users agree to pay for snow removal** at the site as necessary to remove snow prior to their event. Snow removal is performed by either district snow removal crews or licensed and approved snow removal contactors for a particular site.
- 2) Facility users agree to use only district approved snow removal contractors and not permit any other private or public snow removal operations on school property.
- 3) **Facility users agree to the hourly rate of one hundred dollars per hour for snow removal.**
- 4) Facility users agree to provide the district with the following information...
  - a. Number of vehicles expected to attend event.
  - b. Date and time that first vehicles will arrive including setup people.
  - c. Exact location of event...i.e. school site, gymnasium, auditorium, etc.
  - d. Time that event will be completely finished and vehicles removed.
  - e. Contact person and number for event.
  - f. 24 hour call-off prior to cancellation of event.
- 5) Facility users agree to remove all vehicles related to the event, from school property promptly after event is scheduled to end, and not leave any vehicles overnight. Facility users will be charged for any towing or impound fees associated with illegally parked and towed vehicles.
- 6) Facility users agree to pay for any and all damage to school property, as a direct result of snow removal operations that were not approved through the signed return of the attached form, FacUse.1A
- 7) **Facility users must return the signed form, FacUse1A to the District Office, attention Operations Department.**
- 8) Charges will apply for removal if event is cancelled, removal operations are not notified within 24 hours of event, and removal has been performed.
- 9) Events scheduled for immediately following school hours are not included in the above charges and arrangements.
- 10) Late evening, holiday, and weekend events are included in the above charges and arrangements.



**Tahoe / Truckee Unified School District**

**Snow Removal Information and Acceptance Form**  
**FacUse1A**

This form is to be used by facility users for snow removal at all locations within the Tahoe Truckee Unified School District. The form must be filled out and signed by all facility users requesting use of facilities between November 1<sup>st</sup> and April 30<sup>th</sup>. This form must be filled out and signed by an authorized representative of the requesting organization or agency who is at least eighteen years of age.

---

Name of requesting organization: \_\_\_\_\_

Name of requesting individual: \_\_\_\_\_

Name of school site to be used: \_\_\_\_\_

Date of event: \_\_\_\_\_ Time of event (when first vehicle arrives): \_\_\_\_\_

Duration of event (hours): \_\_\_\_\_ Number of vehicles expected: \_\_\_\_\_

Location of event at site (gym, auditorium, etc.), be specific and list all areas involved:

Phone Number of Contact Person: \_\_\_\_\_

E-mail of Contact Person: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

Signature of responsible person: \_\_\_\_\_

Signature required for facility use. Your signature above, guarantees payment for snow removal services that may be necessary for your event.

**HOLD HARMLESS AGREEMENT AND  
STATEMENT OF INFORMATION**

The undersigned, as the duly authorized representative for \_\_\_\_\_  
("Applicant"), states that, to the best of his/her knowledge, the school property for use of which application  
is hereby made will not be used for the commission of any crime or any act which is prohibited by law.

The Applicant agrees to and does hereby indemnify and hold harmless the Tahoe Truckee Unified School  
District, its officers, agents and employees from every claim or demand made, from every liability, loss,  
damage, or expense, of any nature whatsoever, which may be incurred  
by reason of:

- a) Death, personal injury, or bodily injury to persons, loss of or injury or damage to property, or any  
loss, damage or expense which may have been sustained by  
the District or any persons, firm or corporation employed by the  
District upon or in connection with the use of property or activity called for in  
this agreement caused by Applicant's negligence during the use of District facilities.
  
- b) Any injury to or death of persons or damage to property, any loss or theft sustained by persons,  
firms or corporations including the Applicant arising from any act of neglect, default, omission,  
negligence or willful misconduct of the Applicant or any person, firm or corporation employed by  
the Applicant, either directly or by independent contract and attributable in connection with the  
activity covered by this agreement, on or off District property.

The Applicant, at his/her own expense, cost and risk, shall defend any and all actions, suits or  
other proceedings that may be brought or instituted against the District, its officers, agents or  
employees and shall pay or satisfy any such claim, demand, liability or judgment rendered against  
the District, its officers, agents, or employees in any action, suit or other proceedings as a result of  
the activity called for in this Agreement for which Applicant is liable.

PROPERTY/FACILITY USED: \_\_\_\_\_

ACTIVITY: \_\_\_\_\_

FOR THE USER:

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

(Please Print)

Authorized Agent \_\_\_\_\_

(Signature)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

FOR THE SCHOOL DISTRICT:

Tahoe Truckee Unified School District

Authorized Agent: \_\_\_\_\_

(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
Facilities Department
11603 Donner Pass Road • Truckee, CA 96161

FACILITY USE APPLICATION

This application form and all other required documentation must be submitted to the appropriate school district site at least 30 days prior to use of facilities.

REQUIRED DOCUMENTATION:

- 1. Facility Use Applicant Information Form (all applicants)
2. Verification of nonprofit status of non-governmental organizations (IRS Tax Exempt Letter)
3. Certificate of Insurance (all applicants)
4. Hold Harmless Agreement & Statement of Information (all applicants)
5. Payment in advance of all fees based on dates, times, and number of facilities requested.

CANCELLATION POLICY: Cancellation of reservations must be received in writing not less than 30 calendar days prior to use in order to receive a refund or credit for the dates cancelled.

RAIN DAYS: Rain days will be credited to the user or rescheduled at no charge, if possible, at the discretion of the approving person. Facilities cannot be "held" without charge to cover the possibility of rain dates.

PART 1: APPLICANT INFORMATION

SITE REQUESTED: \_\_\_\_\_ Date(s) Requested \_\_\_\_\_

TIME REQUESTED: \_\_\_\_\_ Non Profit Tax Exempt ID # \_\_\_\_\_

EVENT: \_\_\_\_\_

NAME OF "INSURED" ORGANIZATION: \_\_\_\_\_

APPLICANT: (i.e.; Team name, pack number) \_\_\_\_\_

Person submitting application: \_\_\_\_\_

Mailing address: \_\_\_\_\_
Street/PO Box City State Zip

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

APPLICANT STATEMENT OF ACCEPTANCE:

I have reviewed all forms provided; I understand all terms and conditions for the use of facilities of the Tahoe Truckee Unified School District; all members of the applicant organization will comply with all rules, regulations, and restrictions.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Site Approval:

- Applicant Information Form is complete
Date and time requested is complete and accurate
Certificate of Insurance is attached/on file
Facilities have been reserved
Additional charges are noted
Payment attached

District Office Approval:

- Certificate of Insurance is approved
Payment in advance of \_\_\_\_\_ was received on \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ in cash or check # \_\_\_\_\_
Approval forwarded to site

AP Signature
Rev. 5/8/12 White - Site

Date
Pink - District Office

Signature
Yellow - Applicant

Date
Golden Rod - Site





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

**PART 2: FACILITY USE CALCULATION WORKSHEET**

**Applicant organization:**

<b>PART A</b>	<b>Site requested:</b> <u>                    </u> (please check)	TE	THS	SHS	DT	DO	GE	ACMS	Rideout
			NTMS	NTHS	TL	CMS	KBE	SMCEC	Other
	<b>Expected # Participants:</b>	# Adults		# Children	_____	Ages	_____		Open to the Public:
	<b># Adults (21+) Supervising Children:</b>			# Teen Counselors:	_____				Yes ___ No ___
	<b>Expected # Spectators:</b>	# Adults		# Children	_____				
	<b>Dates Requested</b>	to		<b>Times Requested</b>	to				
	<b>Day(s) of the week</b>	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
	<b>SPECIAL INSTRUCTIONS:</b>	(Please be specific - # tables, # chairs, nature of field prep needed, etc.)							

**CHECKS SHOULD BE MADE PAYABLE TO: TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT**

**DEPOSIT TO INCOME ACCT: 01 . 0114 . 0 . 8650 . 00 . 0000 . 0000 . 000 . 00 . 9XX . 00**

	Group 1*	Group 2 and 4	Group 3	Designated Group #	Select those that apply (x)	# Hrs	#Days/ #Weeks/ #Months	Rate	Total \$\$
	<b>Application Fee (per request)</b>	\$0.00	\$15.00	\$15.00					
<b>Facility charges (per area/per hr): 2 hr min unless noted</b>									
Standard Classroom/Conference Room	\$0.00	\$7.50	\$30.00						
Specialized Classroom	\$0.00	\$10.50	\$42.00						
Dining Facilities	\$0.00	\$23.00	\$60.00						
Kitchen (No Equipment)	\$0.00	\$13.50	\$60.00						
Small Auditorium- Tahoe Lake	\$0.00	\$20.50	\$60.00						
Theater***- Per Hour (4 hour min)	\$0.00	\$35.00	\$70.00						
<b>Theater***- Weekly Rate</b>									
3-11 PM only- when school in session (Custodial service additional)	\$0.00	\$840.00	\$1,680.00						
Gym (Large) NTHS/MS/E, THS, ACMS	\$0.00	\$40.00	\$80.00						
Multi-Purpose Room/Gym (Small) DT, GES, KB, TE, TLE, SM	\$0.00	\$25.00	\$60.00						
Locker Room	\$0.00	\$11.00	\$30.00						
Field (Baseball/Football, soccer, etc.)									
Natural Turf	\$0.00	\$15.25	\$30.50						
Field (Baseball/Football, soccer etc.)									
Artificial Turf-Alder Creek MS	\$0.00	\$20.00	\$40.00						
Field-Small Playfield & Apparatus (Truckee Elementary)	\$0.00	\$15.00	\$30.00						
Parking Lot (w/out use of facility) Hourly	\$0.00	\$7.00	\$15.00						
Restroom Access-Flat fee per use	\$0.00	\$6.50	\$24.00						
<b>Personnel Charges-Flat Fee Per Area (Reg Shift Custodial/Grounds)</b>									
Classroom		\$12.50	\$25.00						
Small Gym/ Multi-purpose Room		\$25.00	\$35.00						
Large Gym		\$50.00	\$75.00						
Theater		\$50.00	\$100.00						
Field/Parking Lot		\$25.00	\$35.00						
<b>Personnel Charges-O/T &amp; Other Services: Per Hour + 1 Hour for set-up and Clean-Up</b>									
Custodial Overtime (Weekends/Afterhours)	\$45.00	\$45.00	\$45.00						
Cafeteria Staff	\$28.50	\$28.50	\$28.50						
Theater A/V Staff	\$30.00	\$30.00	\$30.00						
Deposits									
Facility Deposit (percent of total)	0.00%	5.00%	5.00%						
<b>Grand Total**</b>									

\* Group 1 events scheduled (Sat-Sun) and beginning after 5:30pm (M-F) will be subject to Group 2 rates

\*\* The Grand Total represents the estimated fees payable at the time of application and prior to event. Applicant is responsible for any additional hours of facility use or staff time not included on application and will be billed accordingly.

\*\*\* Reservation of Theater includes changing room/green room (ie. standard classroom, conference room, specialized classroom) at no charge.



## Board Executive Summary

**By: Patricia Barrett**  
Clerk of the Board

**DATE:** December 5, 2014

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### **ISSUE:**

Recommendation to migrate the Board of Directors to iPads for meeting access to the Board Effect portal and for email communication.

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### **BACKGROUND:**

A recommendation is being made to have the Board start using District issued iPads rather than their own personal devices for District related work.

The change is being recommended to address the following:

- 1) The use of organization issued dedicated devices is considered best practice.
- 2) Some Board members are having issues accessing/opening documents sent via email from our internal Outlook exchange to a third party services (i.e. gmail, aol, etc.). Clerk of the Board has been told this is an issue with all third party mail services when using Outlook and there is no identifiable solution. By setting up each Board member with their TFHD email on this dedicated device accessing materials would no longer present an issue.
- 3) A password protected, GPS equipped, for-District-use-only device will provide additional security and confidentiality pertaining to materials being reviewed by the Board and for email communication. Board would be encouraged to no longer print closed session materials (again, best practice).
- 4) The iPad application for the Board Effect is reported to be more user friendly and will allow the Board to more easily move between documents on the portal during Board meetings.
- 5) The last Board packet was 600 pages! The Administration office is currently going through approximately three cases of paper each month. By moving the Board and key staff to a more functional electronic format, the need to produce paper copies (and the staff time to prepare them) will be reduced to three -- the two printed and available to the public at each meeting, and the one filed as the permanent record with the District.

6) COST:

a. GPS Equipped iPad	=	\$567
b. iPad case w/keyboard	=	\$100
c. Management Package Fee	=	\$ 75 (this is a service pack required by Apple)
d. Cellular Service (if needed)	=	\$ 10 (this is provide as part of the Districts group acct)
Total	=	\$752
e. X Users (x 5 Board)	=	\$3,760
f. X Users (x 10 Board & Staff)=		\$7,520

Staff Users suggested: CEO, COO, CFO, CNO, CIO, Clerk

Rationale – The Executive team attends board meetings and follows along with the Board. It would be helpful to have staff looking at the materials in the same manner as the Board. The Clerk is included for this same reason and to allow for her to support the board with technical/support issues by having access to the same format.

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**ACTION REQUESTED:**

Committee feedback is being sought. Recommendation to the Board to migrate to this new format and approval to purchase the iPads (and related items).

Thank you.