

FINANCE COMMITTEE MEETING

(BOARD MEETING WITH RESPECT TO **BOARD MEMBERS ON THE COMMITTEE)**

Posted Mailed (US & E-mail) **Faxed Friday August 31, 2007**

Tuesday, September 4, 2007

5:30 p.m. (Buffet dinner for Committee members & invited guests only)

6:00 p.m. Meeting

Palomar Pomerado Health 2227 Enterprise Street, Escondido, CA Second Floor Conference Room

CAL	L TO ORDER	<u>Time</u>	<u>Page</u>	Target 6:00 p.m.
>	Public Comments	5		6:05 p.m.
>	 Information Item(s) Close of Escrow – 127-133 Valley Boulevard, Escondido, CA Cash Collections for August – Impact of State Budget Delay Medicare Reimbursement – CMS Decision, Transfer DRGs, MS-DRGs 	5		6:10 p.m.
1. '	Approval: Minutes – Tuesday, July 31, 2007 (Addendum A)	5	Ag2	6:15 p.m.
2.	Approval: Board Policies New Policy for Development/Review of New Business Plans (Addendum B) Revised Policy: Annual Budget Approval (Addendum C)		Ag3 Ag4	6:25 p.m.
3.	 Revised Policy: Expenditure Requisition & Approval Authority (Addendum D) Review: New/Revised Procedures Regarding Financial Assistance		Ag5 Ag6	6:35 p.m.
	* Review/Approval: Dissolution of Partnership - Escondido Surgery Center (Addendum H)	10	Ag7	6:45 p.m.
5. '	* Review/Approval: Medical Director Services Agreement • Escondido Pulmonary Medical Group – Critical Care, Respiratory Therapy, Pulmonary Rehabilitation, Sleep Lab & Pulmonary Services	5	Ag8-12	6:50 p.m.
6.	* Review/Approval: Internal Medicine Consultant Agreement	5	Ag13-16	7:00 p.m.
7. *	Approval: Financial Reports July 2007 & YTD FY 2008 Financial Report (Addendum I) Financial Briefing Book Scorecard – June 2007 (Addendum J)		Ag17 Ag18	7:30 p.m.
FINA	AL ADJOURNMENT			7:30 p.m.

prior to the event so that we may provide reasonable accommodations.

Ted Kleiter, Chairperson Nancy Bassett, RN Linda Greer, RN Marcelo Rivera, MD Michael Covert, FACHE John Lilley, MD Benjamin Kanter, MD

Bruce Krider, Alternate

Distribution:

Bob Hemker Gerald Bracht Steve Gold

Tanya Howell, Secretary

Minutes Finance Committee – July 31, 2007

TO:	Board Finance Committee		
MEETING DATE:	NG DATE: Tuesday, September 4, 2007		
FROM:	Tanya Howell, Secretary		
BY:	Bob Hemker, CFO		
<u> </u>	The minutes of the Board Finance Committee meeting held on Tuesday, ectfully submitted for approval (<i>Addendum A</i>).		
Budget Impact: N	N/A		
Staff Recommendation: Staff recommends approval of the Tuesday, July 31, 2007, Board Finance Committee minutes. Committee Questions:			
	COMMITTEE RECOMMENDATION:		
Motion:			
Individual Action:			
Information:			
Required Time:			

Board Policy Development/Review of New Business Plans

TO:	Board Finance Committee		
MEETING DATE:	Tuesday, September 4, 2007		
FROM:	Board Governance Committee		
BY:	Bob Hemker, CFO		
Background: A proposed new Board Policy for the Development/Review of New Business Plans (Addendum B) was presented and was reviewed for structure and intent at the August 17, 2007, Board Governance Committee meeting.			
Budget Impact: N	I/A		
Staff Recommendation: Staff recommends approval of the proposed Board Policy for the Development/Review of New Business Plans.			
Committee Questions: The Board Governance Committee concurred with staff recommendation for approval and requested that the proposed policy be forwarded to the Board Finance Committee for review/consideration of technical aspects and approval.			
COMMITTEE RECOMMENDATION:			
Motion:			
Individual Action:			
Information:			
Required Time:			

Revised Board Policy Annual Budget Approval

TO:	Board Finance Committee		
MEETING DATE:	Tuesday, September 4, 2007		
FROM:	Board Governance Committee		
BY:	Bob Hemker, CFO		
Background: Following a required review of Board Policy for Annual Budget Approval (<i>Addendum C</i>), minor modifications were made for language and to <i>more accurately reflect</i> actual process and practice. The revised Policy was presented and structurally reviewed at the August 17, 2007, Board Governance Committee meeting.			
Budget Impact: 1	N/A		
Staff Recommendation: Staff recommends approval of the revised Board Policy for Annual Budget Approval.			
Committee Questions: The Board Governance Committee concurred with staff recommendation for approval and requested that the revised policy be forwarded to the Board Finance Committee for review/consideration and approval.			
COMMITTEE RECO	MMENDATION:		
Motion:			
Individual Action:			
Information:			
Required Time:			

Revised Board Policy Expenditure and Requisition Approval Authority

Board Finance Committee

Tuesday, February 22, 2005		
Jim Neal, Director Compliance		
Bob Hemker, CFO		
the Finance Committee is required on a periodic basis to review Palomar PH) Board Policies as they relate to the Committee and make any ne only change to the Expenditure and Requisition Approval Authority as to the System Policy Number, which was revised to reflect the current signated by the Board Governance Committee.		
/A		
Staff Recommendation: Committee Questions:		
COMMITTEE RECOMMENDATION:		
Motion:		
Individual Action:		
Information:		
Required Time:		

TO:

New and Revised Procedures Regarding Financial Assistance

TO: Board Finance Committee

MEETING DATE: Tuesday, September 4, 2007

FROM: Robert Hemker, Chief Financial Officer

BY: Melanie Van Winkle, Executive Director Revenue Cycle

Aaron McDaniel, Educator/Process Assurance, Rev Cycle

Background: PPH's current charity procedures and processes were updated to comply with a new regulatory requirement AB774. The new law requires all hospitals to establish charity care and discount policies for patients whose family income is at or below 350% the Federal Poverty Level (FPL). PPH has revised our Financial Assistance (charity) procedure #2467 (Addendum E), to reflect the requirements of this new law. Specifically, all patients whose income is at or below 250% of FPL would qualify for 100% charity discount. In addition, if a patient's income is between 251% - 350%, they would qualify for a charity discount equal to that of a Medicare patient. In addition, PPH has established two related procedures: 1) Self-Pay Discount and Extended Payment Plan (Addendum F); and, 2) Section 1011 Funding for Undocumented Immigrants (Addendum G). These procedures specify discounts and payment options available to uninsured patient's who do not qualify for the charity assistance and Federal funding available to PPH for undocumented immigrants.

Budget Impact: Will provide this information at the meeting.

Staff Recommendation: No action required by the Board Finance Committee, this is informational only.

Committee Questions:

COMMITTEE RECOMMENDATION:
Motion:
Individual Action:
Information:
Required Time:

ESCONDIDO SURGERY CENTER DISSOLUTION OF PARTNERSHIP

TO: Board Finance Committee

MEETING DATE: Tuesday, September 4, 2007

FROM Marvin W. Levenson, MD, FACHE, Administrator, Escondido Surgery Center

Sheila Brown, RN, MBA, FACHE, Chief Clinical Outreach Officer

BACKGROUND: The Escondido Surgery Center ("the ESC") is a licensed Ambulatory Surgery Center. Currently, the ESC is owned and operated by Escondido Ambulatory Surgical Center Investors, LP ("EASCI"). This entity originally was a joint venture between various physicians and Palomar Pomerado Health (PPH). However, there are no longer any physician investors, and PPH owns 100% of the partnership. Equally important is that an ambulatory surgery facility has significant financial and operative disadvantages under an "Ambulatory Surgery Center" License.

The ESC meets all structural requirements for Acute Care. The ESC also complies with the definition of physically being "on campus" as it is within 650 feet of Palomar Medical Center. Therefore, administrative staff are recommending that the ESC to be licensed as a department of Palomar Medical Center.

BUDGET IMPACT: The recommended change in license will result in a positive budget impact of \$580,000 per year.

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution, which terminates the EASCI partnership, transfers all assets from EASCI to PPH, and provides for an amendment to the Palomar Medical Center License to include the ESC as an additional outpatient site.

COMMITTEE QUESTIONS:

COMMITTEE RECOMMENDATION:
Motion:
Individual Action:
Information:
Required Time:

PALOMAR POMERADO HEALTH MEDICAL DIRECTORSHIP AGREEMENT ESCONDIDO PULMONARY MEDICAL GROUP, INC.

то:	Board Finance Committee	
MEETING DATE:	ATE: Tuesday, September 4, 2007	
BY:	Gerald E. Bracht Administrative Officer	
BACKGROUND:		
Escondido Pulmonary Medical Group, Inc. has provided medical direction and oversight to PPH's critical care units, respiratory/pulmonary care services, pulmonary rehab services and sleep lab for a number of years. The group's physicians have been instrumental in developing and implementing clinical protocols, conducting multidisciplinary patient rounds and performing retrospective chart reviews to improve patient care. This agreement combines the five separate medical director agreements previously held by physicians of the group into a single group agreement. The group will identify a specific physician of the group qualified to serve as the medical director for each of the programs and services covered under this agreement. That physician will be responsible for executing the duties as defined for each program and service in the agreement with continuity of oversight provided by the entire group.		
This agreement represents an agreement for three years with two one-year options for renewal.		
BUDGET IMPACT:	\$77,667 for remainder of fiscal year at maximum projected hours	
STAFF RECOMMEN	NDATION: Approval	
COMMITTEE QUESTIONS:		
COMMITTEE RECO	MMENDATION:	
Motion:		
Individual Action:		
Information:		

Required Time:

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section		ILRADO FILALITI - AGRELIMIENT ADSTRACT
Reference	Term/Condition	Term/Condition Criteria
Preamble	TITLE	Medical Directorship Agreement
Preamble	AGREEMENT DATE	September 1, 2007
Preamble	PARTIES	1) PPH
		2) Escondido Pulmonary Medical Group, Inc.
Recitals F	PURPOSE	To provide clinical oversight of PPH's critical care units,
		respiratory/pulmonary care services, pulmonary rehab services and sleep lab.
Exhibit 1,1 a-d	SCOPE OF SERVICES	Duties as defined in the Director Services in the agreement.
	PROCUREMENT METHOD	☐ Request For Proposal X Discretionary
5.1	TERM	September 1, 2007 through August 31, 2010
5.1	RENEWAL	Two independent one year renewal options.
5.3	TERMINATION	- Either party may terminate with 90 days written notice without cause after the first 12 months of the agreement.
5.2		- Either party may terminate immediately for cause as defined in
0.2		the agreement.
2.1	COMPENSATION	Hourly rate based on submission of time sheet indicating number
2.1		of hours of service provided.
	METHODOLOGY	<u> </u>
	BUDGETED	X YES ☐ No - IMPACT: \$77,667 for remainder of fiscal year at
	_	maximum projected hours
	EXCLUSIVITY	X NO ☐ YES — EXPLAIN:
	JUSTIFICATION	Regulatory requirements call for Medical Staff oversight for the
		programs and services.
	AGREEMENT NOTICED	X YES □ No – METHODOLOGY & RESPONSE: Announced at Medical Executive Committee
	ALTERNATIVES/IMPACT	Possible integration with a hospital intensivist service. No such
	ALIERNATIVES/INPACT	service presently exists. No other Board certified Internal
		Medicine Pulmonary Disease//Critical Care Medicine qualified physicians on staff.
Exhibit 1.1	DUTIES	☑ Provision for Staff Education
a-d	DOTIES	☑ Provision for Medical Staff Education
a-u		
		☑ Provision for participation in Quality Improvement
	0	☑ Provision for participation in budget process development
	COMMENTS	
	APPROVALS REQUIRED	X VP X CFO X CEO X BOD Committee 4/25/02 X BOD
		Participation of the participa

DRAFT

MEDICAL DIRECTORSHIP AGREEMENT

by and between

Palomar Pomerado Health ("Hospital")

and

Escondido Pulmonary Medical Group ("Group")

September 1, 2007



MEDICAL DIRECTORSHIP AGREEMENT

THIS MEDICAL DIRECTORSHIP AGREEMENT (this "Agreement") is entered into as of September 1, 2007, by and between Palomar Pomerado Health ("PPH"), a local health care district organized pursuant to Division 23 of California Health and Safety Code ("Hospital"), and Escondido Pulmonary Medical Group, Inc., a California professional medical corporation ("Group"). Hospital and Group are sometimes referred to in this Agreement individually as a "Party" or, collectively, as the "Parties."

RECITALS

- A. Hospital owns and operates Palomar Medical Center and Pomerado Hospital, general acute care hospitals located at 555 East Valley Parkway, Escondido, California and 15615 Pomerado Road, Poway, California, respectively, in which it operates Critical Care Departments, Respiratory Therapy Departments, Pulmonary Rehabilitation Services, Sleep Laboratory Services and Pulmonary Services (collectively, the "*Departments/Services*") under its acute care licenses.
- B. Group's partners, employee(s), and contracting physician(s) are licensed to practice medicine in the State of California and are members in good standing of Hospital's medical staff (the "Medical Staff").
- C. Group's physicians ("Medical Director") are Shareholders of Group and are board certified for the practice of medicine in one or more of the medical specialties of Internal Medicine, Pulmonary Disease, and Critical Care (the "Specialty").
- D. Hospital desires that Group, through Medical Director, provide medical and administrative oversight with respect to the **Departments/Services**, and believes that delivery of high quality clinical services can be achieved if Group assumes such responsibility as set forth in this Agreement.
- E. Medical Director have the following qualifications and expertise to provide the services described in this Agreement: Demonstrated experience in clinical leadership on the medical staffs and active participation with the Department's/Service's staff on quality and performance improvement activities in the areas where Director Services are to be provided.
- F. Hospital has considered the following factors in determining the necessity and amount of compensation payable to Group pursuant to this Agreement:
 - 1. PPH desires to retain Medical Director as an independent contractor to provide certain administrative and clinical services in the operation of the Department and has determined that this proposed arrangement with Group will enhance the Department's/Service's organization, procedure standardization, economic efficiency, professional proficiency, and provide other benefits to enhance coordination and cooperation among the Department's/Service's providers and users.

- 2. PPH engaged Kaufman Strategic Advisors, LLC in March 2007 to conduct an independent third party market survey to determine the fair market value of the administrative and clinical services to be provided by Group.
- G. PPH and Group acknowledge and agree that this Agreement shall supercede the agreements, if any, previously entered into by the parties for the provision of Administrative Services.
- H. It is the intent of both PPH and Group that the terms and conditions of this Agreement, and the manner in which services are to be performed hereunder, fulfill and comply with all applicable requirements of any applicable "safe harbor" or exception to Stark I and II including, but in no way limited to, the applicable requirements set forth in regulations promulgated by the Department of Health and Human Services, Office of Inspector General, and in the Ethics in Patient Referral Act.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. GROUP'S OBLIGATIONS

- 1.1 <u>Director Services</u>. Group shall designate, in writing, the name of Medical Director for each of the Departments/Services provided for under this agreement and cause Medical Director to serve as medical director of the Department's/Service's and ensure that Medical Director perform the medical director services set forth on <u>Exhibit 1.1a through Exhibit 1.1c</u> ("Director Services") upon the terms and subject to the conditions set forth in this Agreement. Hospital shall approve or disapprove of Group's designated Medical Director in Hospital's sole discretion. Medical Director shall ensure that all Director Services are performed when and as needed, but shall also perform any Director Services when and as requested by Hospital from time to time.
- **1.2** <u>Time Commitment</u>. Medical Director shall devote whatever time is necessary to ensure the operation of a high-quality Department/Service; <u>provided</u>, <u>however</u>, that Medical Director shall perform Director Services a minimum of hours as set forth in <u>Exhibit 1.1a</u> through <u>Exhibit 1.1d</u>. Medical Director shall allocate time to Director Services as reasonably requested by Hospital from time to time.
- **1.3** <u>Availability</u>. On or before the first (1st) day of each month, Group shall inform Hospital of Medical Director's schedule and availability to perform Director Services during that month. Group and Medical Director shall use their respective best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for Director Services.

POMERADO HOSPITAL INTERNAL MEDICINE CONSULTANT – GERO-PSYCHIATRIC UNIT NEIGHBORHOOD HEALTHCARE

]	го:	Board Finance Committee		
Ι	DATE:	Tuesday, September 4, 2007		
I	FROM:	Sheila Brown, R.N., M.B.A., Chief Clinical Outreach Officer Susan Linback, R.N., M.B.A., Service Line Administrator, Behavioral Health		
V H C F	H&P and follow Dr. Pereira had concomitant me ohysician is a n	ood Healthcare. Neighborhood Healthcare will provide the Internal Medicine w-up medicine coverage for the Pomerado Hospital Gero-Psychiatric Unit that been providing. By nature of their age, this Senior patient population exhibits edical conditions, and a medical H&P and follow-up by an internal medicine necessary component in the comprehensive evaluation and treatment of these unit provides inpatient psychiatric assessment and treatment for a vulnerable	e t s e	
	A Letter of Inte April 1, 2007.	ent was signed pending finalization of this Agreement, which became effective	3	
I	BUDGET IMP.	ACT: No Budget Impact		
S	STAFF RECO	MMENDATION: Approval		
(COMMITTEE	QUESTIONS:		
	COMMITTE	EE RECOMMENDATION:		
	Motion:			
	Individual A	ction:		
	Information:			
	Required Tir	ne:		

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Section		
Reference	Term/Condition	Term/Condition Criteria
	TITLE	Internal Medicine Consultant Agreement – Pomerado Hospital Gero-Psychiatric Unit Neighborhood Healthcare
	AGREEMENT DATE	April 1, 2007
	PARTIES	PPH Neighborhood Healthcare
Recitals E	PURPOSE	To provide Medical oversight for Pomerado Hospital's Gero- Psychiatric Unit
Exhibit A	SCOPE OF SERVICES	Neighborhood Healthcare will provide Internal Medicine coverage for the Pomerado Hospital Gero-Psychiatric Unit. During the transition from a Medical-Psychiatric to a Gero-Psychiatric Unit, the Senior patient population continues to have concomitant medical complications and a medical H&P and follow-up by an internal medicine physician is necessary.
	PROCUREMENT METHOD	☐ Request for Proposal ■ Discretionary
5.1	TERM	April 1, 2007 through March 31, 2010
	RENEWAL	N/A
5.2 5.3 5.5	TERMINATION	a. Immediately for causeb. Not less than 30 days of written notice without cause
2.1	COMPENSATION METHODOLOGY	Monthly payment on or before the 15 th of each month with supporting documentation of the prior month's time records.
	BUDGETED	■ YES □ No - IMPACT: None.
	EXCLUSIVITY	■ No □ YES – EXPLAIN:
	JUSTIFICATION	Medical H&P and follow-up is a community standard for Gero- Psychiatric inpatients.
	POSITION NOTICED	■ YES □ NO METHODOLOGY & RESPONSE: Posted in Medical Staff Offices for 30 days
	ALTERNATIVES/IMPACT	Proceeding without this arrangement would cause lack of medical support for medically compromised Senior patients on the Gero-Psychiatric Unit.
Exhibit B	DUTIES	■ PROVISION FOR STAFF EDUCATION ■ PROVISION FOR MEDICAL STAFF EDUCATION ■ PROVISION FOR PARTICIPATION IN QUALITY IMPROVEMENT
Exhibit B	DUTIES COMMENTS	■ PROVISION FOR STAFF EDUCATION ■ PROVISION FOR MEDICAL STAFF EDUCATION

INTERNAL MEDICINE CONSULTANT AGREEMENT

by and between

PALOMAR POMERADO HEALTH,

a local health care district

and

NEIGHBORHOOD HEALTHCARE.

April 1, 2007

INTERNAL MEDICINE CONSULTANT AGREEMENT

THIS INTERNAL MEDICINE CONSULTANT AGREEMENT ("Agreement") is entered into as of April 1, 2007, by and between Palomar Pomerado Health, a local health care district organized under Division 23 of the California Health and Safety Code ("PPH"), and Neighborhood Healthcare, ("Group"). PPH and Group are sometimes referred to in this Agreement individually as a "Party" or, collectively, as the "Parties."

RECITALS

- A. Among other things, PPH owns and operates an acute care hospital facility, known as Pomerado Hospital, located at 15615 Pomerado Road, Poway, California 92064 ("PPH Facility").
- B. Group is a medical group composed of physicians ("Practitioner") who are licensed to practice medicine in the State of California, board certified for the practice of medicine in the specialty of Internal Medicine (the "Specialty"), and a member in good standing of PPH's medical staff (the "Medical Staff").
- C. PPH desires to engage Group as an independent contractor to provide medical oversight with respect to the Pomerado Hospital Gero Psychiatric Unit ("Program") and believes that the following can be achieved if Practitioner assumes such responsibility as set forth in this Agreement: This will enhance the organization, procedure standardization, economic efficiency, professional proficiency, and provide other benefits to enhance coordination and cooperation among providers and user of the Program.
- D. All Practitioners provided by Group will have the following qualifications and expertise to provide the services described in this Agreement: eligibility for Board Certification in Internal Medicine.
- E. PPH Facility has considered the following factors in determining the necessity and amount of compensation payable to Group pursuant to this Agreement:
 - 1. The nature of Practitioner's duties set forth in Exhibit A, which is attached hereto and incorporated herein.
 - 2. Practitioner's qualifications as described herein.
 - 3. The difficulty in obtaining a qualified physician to provide the services described in this Agreement.
 - 4. The benefits to PPH Facility and the surrounding community resulting from Group's performance of the services described in this Agreement.
 - 5. The economic conditions locally and in the health care industry generally.

July 2007 & YTD FY2008 Financial Report

ТО:	Board Finance Committee		
MEETING DATE:	Tuesday, September 4, 2007		
FROM:	Robert Hemker, CFO		
	The Board Financial Reports (unaudited) for June 2007 and omitted for the Finance Committee's approval (Addendum I).		
Budget Impact:	N/A		
Staff Recommendation: Staff recommends approval.			
Committee Questions:			
	COMMITTEE DECOMMENDATION.		
	COMMITTEE RECOMMENDATION:		
Motion:			
Individual Action:			
Information:			
Required Time:			

Financial Briefing Book Scorecard – June 2007

TO:	Board Finance Committee
MEETING DATE:	Tuesday, September 4, 2007
FROM:	Robert Hemker, CFO
	The Board Financial Briefing Book Scorecard for June 2007 nance Committee's review (Addendum J).
Budget Impact:	N/A
Staff Recommendation: Information only.	
Committee Questions:	
COMMITTEE RECOMMENDATION:	
Motion:	
Individual Action:	
Information:	
Required Time:	