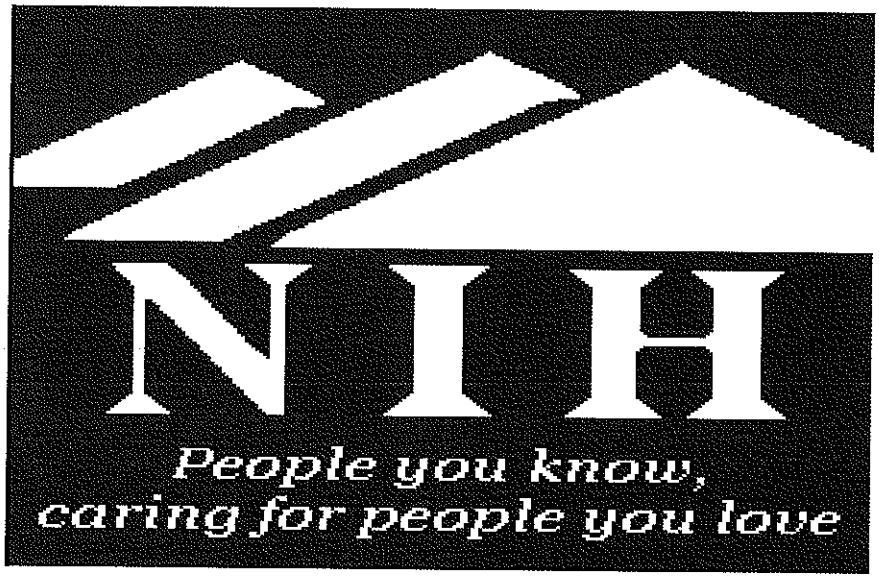

Northern Inyo County Local Hospital District

Board of Directors Regular Meeting

Wednesday March 21 2012; 5:30pm

Board Room
Birch Street Annex
2957 Birch Street, Bishop, CA

DRAFT AGENDA

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT
BOARD OF DIRECTORS MEETING
March 21, 2012 at 5:30 P.M.
In the Northern Inyo Hospital Board Room at 2957 Birch Street, Bishop CA

1. Call to Order (at 5:30 P.M.).
2. Opportunity for members of the public to comment on any items on this Agenda.
3. Update on Claim Against the District (*Carlo Coppo, Esq.*).
4. Discussion on ethics, compliance, and District Law (*Carlo Coppo, Esq.*).

Consent Agenda

A. Approval of minutes of the January 25, 2012 special meeting; and the February 15, 2012 regular meeting (*action items*).

B. Financial and Statistical Reports for the month of January 2012; John Halfen (*action item*). *Financial performance continued to track to budget as January was another good volume month. Gross revenues were 366K over budget at 8.1M and net revenues were 592K over budget at 5.4M. Total expenses were 1% over budget at 5.2M for the MTD but only .1% over on a YTD basis. Operating Income was 244K, 90K over budget, while YTD net was 1.2M, 319K over budget.*

C. Resignation of cardiologist William Mullen, M.D. (*action item*). *This physician decided not to offer his services.*

D. Appointment to the NIH Provisional Medical Staff with privileges as requested for Quality Nighthawk teleradiologists Alexander Adduci, M.D.; Thomas Bryce, M.D.; R. Roy Vaid, M.D.; and Stephen Wei, M.D. (*action item*). *Recommended for approval by the Medical Executive Committee and Management. There are no known delinquencies or infractions at this point.*

E. Advancement from Provisional Staff of James Englesby, M.D. to Consulting Staff and of Anthony Schapera, M.D. to Active Staff with clinical privileges as requested (*action items*). *Recommended for approval by the Medical Executive Committee and Management. There are no known delinquencies or actions at this point.*

F. Policies and Procedure Approvals (*action items*): *The following policies and procedures have been approved by the appropriate Medical Staff committees and are recommended by the Medical Executive Committee and management.*

   1. *Protocol: Physician Assistant in the Operating Room [amended]*
   2. *Standardized Procedure: Use of the RN First Assistant [amended]*
   3. *Surgical Requirements*
   4. *NPO Guidelines*
   5. *Nursing Management of the Patient Receiving Local Anesthesia for Procedures*
   6. *Physician Guidelines for Utilizing the ICU [amended]*

7. *Vertebroplasty*
8. *Chaperone Policy for the Imaging Department*
9. *Critical Indicators for Radiology Peer Review*
10. *Radiology Peer Review Policy*
11. *Radiology Department Equipment Safety Policy*
12. *Mammography Technologist Job Duties and Responsibilities Policy*
13. *Personnel Radiation Monitoring Policy*
14. *Mammography Quality Control*
15. *Mammography Repeat Rate Analysis Policy*
16. *Communication and Documentation for BI-RADS 0, 4 or 5*
17. *Communication of Mammography Results to the Patient*
18. *Communication of Mammography Results to the Health Care Provider*
19. *Addendum for Mammography Comparison Images*
20. *Mammography Pathology Addendum Policy*
21. *Mammography Consumer Complaint Policy*
22. *Mammography Equipment Registration and Compliance Requirements*

G. NIH Foundation Board of Directors Resignations/Appointments (*action item*). *Requested by the Foundation and traditionally approved.*

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5. Administrator's Report; John Halfen.

A. Building Update
B. Orthopedic services update
C. Physician Recruiting Update
D. Security Report, January 2012
E. Food Facility Inspection Report
F. Q4 Utilization Report

6. Chief of Staff Report; Robbin Cromer-Tyler, M.D..

A. Bylaws Amendment: *Credentialing Health Care Practitioners in the Event of Disaster* (*action item*).

7. Old Business

A. Practice Management Agreement, and Relocation Expense Agreement for Lyn Leventis, M.D. (*action items*).

B. Mandatory PTO cash-out minimum for hospital employees (*action item*).

8. New Business

A. Construction Change Order Request budget for remainder of project (*action item*).

B. Approval of Language Services Annual Report (*action item*).

C. Independent Contractor Echocardiogram Agreements for Theodore Berndt, M.D.; Thomas DaVee, M.D.; Richard Seher, M.D.; and Robert Swackhamer, M.D. (*action items*).

D. NIH Marketing Plan Budget Approval (*action item*).

9. Reports from Board members on items of interest.
10. Opportunity for members of the public to comment on any items on this Agenda, and/or on any items of interest.
11. Adjournment to closed session to:
    A. Hear reports on the hospital quality assurance activities, and hear a report from the Medical Staff Executive Committee (Section 32155 of the Health and Safety Code, and Government Code Section 54962).
    B. Confer with legal counsel regarding action filed by John Nesson M.D. against Northern Inyo County Local Hospital District and other Defendants (Government Code Section 54956.9(a)).
    C. Confer with legal counsel regarding pending litigation based on stop notice filed by Strocal, Inc. (Government Code Sections 910 et seq., 54956.9).
    E. Discussion to determine whether or not to initiate litigation (Government Code Section 54956.9(c)).
    F. Confer with legal counsel regarding potential litigation (Government Code Section 54956.9(c)).
12. Return to open session, and report of any action taken in closed session.
13. Opportunity for members of the public to address the Board of Directors on items of interest.
14. Adjournment.

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CALL TO ORDER

The meeting was called to order at 12:00 noon by Peter Watercott, President.

PRESENT

Peter Watercott, President
John Ungersma, M.D., Vice President
M.C. Hubbard, Secretary
Denise Hayden, Treasurer
D. Scott Clark, M.D., Director

ALSO PRESENT

John Halfen, Administrator
Robbin Cromer-Tyler, Chief of Staff
Douglas Buchanan District Legal Counsel

OPPORTUNITY FOR PUBLIC COMMENT

Mr. Watercott asked if any members of the public wished to comment on any items listed on the notice for this meeting, or on any items of interest. Oscar Morales, RN spoke in support of Deborah Morales, stating his belief that she has been a valuable employee who has provided excellent Social Service coverage for hospital patients, and that she has continually gone above and beyond the normal requirements of her job. He additionally stated his feeling that Deborah was treated unfairly and was bullied by coworkers and supervisors while on the job. Jerry Hankins and Peggy Hankins were also present, and also spoke in support of Deborah.

RESOLUTION OF A CLAIM AGAINST THE DISTRICT

Mr. Watercott called attention to a claim against the District in the amount of $450. A hospital patient claims that medications she brought into the hospital were missing when she returned home, and since those medications were not inventoried correctly upon her arrival Mr. Halfen feels we should pay this claim. It was moved by John Ungersma, M.D., seconded by M.C. Hubbard, and passed to approve payment of a Claim Against the District in the amount of $450.

ADDITIONAL PUBLIC COMMENT

Mr. Halfen expressed his condolences regarding the recent untimely death of Andrew Bourne, M.D., a general surgeon practicing in the community of Mammoth Lakes, and a member of the Mammoth Hospital Medical Staff. The Board expressed their condolences as well, and it was noted that a card will be sent to Dr. Bourne's family on their behalf.

CLOSED SESSION

Before the beginning of closed session, District Legal Counsel Douglas Buchanan reviewed the process for the upcoming closed session, noting that Deborah Morales has chosen that her employee grievance and appeal of termination be heard during closed session. Mr. Buchanan stated the Board should be sequestered in closed session with only Ms. Morales present (and an attorney, if desired) and those people who are witnesses or whose presence is needed in support of the Board of Directors. If witnesses are called, they will be heard one at a time during closed session. Mr. Buchanan additionally noted that as Board President, Mr. Watercott can limit the

length of comments and testimony, and will determine what constitutes proper and improper conduct during closed session. Ms. Morales will be allowed to present her grievance and appeal of termination first, and the hospital's response will be presented second.

CLOSED SESSION

At 12:18p.m.Mr. Watercott announced the meeting was being adjourned to closed session to allow the Board of Directors to:

A. Discuss an employee grievance and appeal of an employee termination (Government Code Section 54957).
B. Confer with legal counsel regarding action filed by John Nesson M.D. against Northern Inyo County Local Hospital District and other Defendants (Government Code Section 54956.9(a)).
C. Continued: Conduct CEO Annual Performance Evaluation (Government Code Section 54957).

RETURN TO OPEN SESSION AND REPORT OF ACTION TAKEN

At 3:32 p.m. the meeting returned to open session. Mr. Watercott reported that the District Board took action to deny the grievance and uphold the termination of Ms. Deborah Morales. He additionally reported the Board voted to reject an offer from John Nesson M.D. in regard to his action filed against the District.

OPPORTUNITY FOR PUBLIC COMMENT

In keeping with the Brown Act, Mr. Watercott again asked if anyone present wished to comment on any items on the agenda for this meeting, or on any items of interest. Medical Staff Coordinator Margaret Egan stated she is very disappointed with the Board's decision regarding Ms. Morales, and additionally stated that contrary to testimony heard during closed session she did not coerce any members of the Medical Staff into writing letters of support for Ms. Morales. No other comments were heard.

ADJOURNMENT

The meeting was adjourned at 3:35 p.m.

_____
Peter Watercott, President

Attest:

_____
M.C. Hubbard, Secretary

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CALL TO ORDER	The meeting was called to order at 5:30p.m. by Peter Watercott, President.
PRESENT	Peter Watercott, President John Ungersma, M.D., Vice President M.C. Hubbard, Secretary Denise Hayden, Treasurer D. Scott Clark, M.D., Director
ALSO PRESENT	Robbin Cromer-Tyler, M.D., Chief of Staff John Halfen, Administrator Douglas Buchanan, District Legal Counsel Sandy Blumberg, Executive Assistant
ALSO PRESENT FOR RELEVANT PORTION(S)	Dianne Shirley, R.N., Performance Improvement Coordinator
OPPORTUNITY FOR PUBLIC COMMENT	Mr. Watercott asked if any members of the public wished to comment on any items listed on the agenda for this meeting. District Legal Counsel Douglas Buchanan informed those present that important litigation against the Hospital District has been concluded and the suit filed by John Nesson M.D. has been terminated as a result of an anti-slap ruling and denied appeal. Additionally, a judgment against Doctor Nesson has been entered in the amount of $62,000 as reimbursement to the District for attorney's fees. Two appeals of that judgment have already been filed and tentatively declined, resulting in Dr. Nesson offering to drop his lawsuit in exchange for the District not collecting reimbursement for attorneys' fees. The District initially declined Dr. Nesson's offer, and at this time the attorneys involved are negotiating to bring an end to this litigation. No other public comments were heard.
CONSENT AGENDA (APPROVAL OF MINUTES; FINANCIAL & STATISTICAL REPORTS; CONFLICT OF INTEREST CODE)	Mr. Halfen presented a draft consent agenda for this meeting, and explained he would like to switch to a consent agenda format for future meetings. The intent of a consent agenda is to expedite meetings by allowing the Board to approve items not expected to require discussion as a block. The proposed consent agenda items for this meeting are: 1. Approval of the minutes of the January 9 2012 Special Meeting, and the January 18 2012 Regular meeting of the District Board. 2. Approval of the Financial and Statistical reports for the month of December 2011, which contain the following information: - *Inpatient and Outpatient service revenue were under budget* - *Total Expenses were under budget*

- *Salaries and wages and employee benefits expense were under budget*
- *Professional Fees expense was under budget*
- *The Balance Sheet showed no significant change*
- *Total net assets continue to grow*
- *Year to date net income totals $982,000*

3. Approval of the updated Conflict of Interest Code, which does not contain any substantiative changes

ADMINISTRATOR'S REPORT

Following review of the consent agenda items presented, it was moved by M.C. Hubbard, seconded by Denise Hayden, and passed to approve all three items as presented.

BUILDING UPDATE

John Hawes with Turner Construction Company reported medical equipment for the new hospital building is arriving, and Turner is currently working through their punch list for the new building. The project is progressing well with only minor finishing changes being expected at this time. The mechanical rooms are being completed and are getting a final cleaning, and the medical gas alarm system is currently being worked on. The architect will start his punch list soon, and the punch list for the exterior of the building will also be started soon. The Information Technology (IT) data room is being completed and will be turned over in the near future. Mr. Hawes also reported the exterior brick work on the new building has been completed and comes with a 10 year warranty.

It is expected that we will receive our certificate of occupancy for the new building around March 27, and after that licensing inspections and approvals will begin. Consultant Mike Fontana has been contracted to assist with the licensing process, which is expected to take 30 to 60 days.

Mr. Halfen introduced Linda Balabuch with Turner Logistics and informed those present that Turner Logistics has saved the hospital over $3,000,000 on the price of the medical equipment for the new building. Turner will also help to coordinate the move into the new building, in order to streamline that process as much as possible.

ORTHOPEDIC SERVICES UPDATE, AND PHYSICIAN RECRUITMENT UPDATE

Mr. Halfen stated he is currently talking with three potential orthopedic surgeons who may be interested in practicing at Northern Inyo Hospital (NIH). Additionally, OB/Gyn Lyn Leventis, M.D. is still scheduled to come on board in the next three months, and pediatrician Kristin Collins, D.O. plans to arrive sometime during the summer.

SECURITY REPORT

Mr. Halfen also called attention to the Security Report for December 2011, which revealed no Security issues of significance.

340B UPDATE

Pharmacy Director Jillene Freis, RPH provided an update on the Hospital's 340B drug plan, which has allowed a significant cost savings on prescriptions for hospital employees and patients, and has dramatically increased the revenue of the Pharmacy Department. The 340B plan is being facilitated through cooperation with Dwayne's Friendly Pharmacy in Bishop, and since its inception the program has been extremely positive for everyone involved.

OTHER

Mr. Halfen also reported that pending litigation between Strocal and Turner Construction is currently being handled by Turner, and the Hospital is not involved in negotiating a resolution on that matter at this time.

Mr. Halfen additionally noted a lot of potential changes for California hospitals are on the horizon, including threats of reimbursement reductions and governmental budget cuts. Mr. Halfen will keep the Board informed of any changes that will affect this Hospital District.

CHIEF OF STAFF REPORT

Chief of Staff Robbin Cromer-Tyler, M.D. reported there is no Medical Staff news or action to report at this time.

OLD BUSINESS

PRACTICE MANAGEMENT AGREEMENT WITH KRISTIN COLLINS, O.D.

Mr. Halfen called attention to a Practice Management Agreement and a Relocation Expense Agreement for Kristin Collins, D.O., noting they are similar to the hospital's other physician practice management agreements with the exception of a $10,000 bonus being added due to the fact that Doctor Collins has come to us without the use of a physician recruiter. Following review of the agreements provided it was moved by John Ungersma, M.D., seconded by D. Scott Clark, M.D. and passed to approve both agreements with Doctor Kristin Collins as requested.

NEW BUSINESS

CONSTRUCTION CHANGE ORDER REQUESTS

Kathy Sherry with Turner Construction Company called attention to the following list of Construction Change Order requests:

1. COR 290; RFI 996.1, Backflow Device in ICU, $3,439
2. COR 291; IB 336, Mechanical Cleanup Items, $30,889
3. COR 292; IB 210, Signage Reconciliation, $81,447
4. COR 293; IB 320, Ladder Rack in Server Room, $46,653

Ms. Sherry explained the reason each change order is necessary and answered questions on each item listed. Following review of the information provided it was moved by Doctor Clark, seconded by Ms. Hubbard, and passed to approve all four Change Order Requests as requested.

PRACTICE MANAGEMENT AGREEMENT WITH CHARLOTTE HELVIE, M.D.

Mr. Halfen called attention to a renewal Private Practice Physician Practice Management Agreement with Charlotte Helvie, M.D., noting it is a straight renewal of Dr. Helvie's existing agreement, with a change being made only to the date. Mr. Halfen additionally noted that Doctor Helvie's agreement will be revised following the addition of Doctor Collins to the pediatric practice this summer. It was moved by Doctor Ungersma, seconded by Ms. Hayden, and passed to approve the Practice Management Agreement renewal with Charlotte Helvie, M.D. as requested.

CONSULTING AGREEMENT, PAT CALLOWAY

Mr. Halfen also called attention to a renewal agreement with Patricia Calloway to provide consulting services as Certified Activities Director for the Hospital, noting that an Activities Director must be available for the hospital's swing bed patients. This agreement is also a straight renewal, and only the dates on the agreement have been changed. It was moved by Ms. Hubbard, seconded by Doctor Ungersma, and passed to approve the Activities Director Agreement with Patricia Calloway as requested.

CREDIT LINE, BANK OF THE WEST

Mr. Halfen reported the agenda item titled *Approval of Line of Credit with Bank of The West* will not be discussed at this meeting.

AGREEMENT FOR ORTHOPEDIC SERVICES OF PETER GODLESKI, M.D.

Mr. Halfen called attention to a letter received from Peter Godleski, M.D. requesting confirmation of a mutual verbal agreement not to proceed with or execute the contract titled *Private Practice Physician Income Guarantee and Practice Agreement for Medical Director of Orthopedic Services*, previously approved by the District Board. Doctor Godleski has retracted his request for privileges at NIH, and would like approval from the District Board not to proceed with this agreement. Following brief discussion it was moved by Ms. Hayden, seconded by Ms. Hubbard and passed to mutually agree not to proceed with the agreement for the orthopedic services of Doctor Godleski as requested.

BOARD MEMBER REPORTS

Mr. Watercott asked if any members of the District Board wished to report on any items of interest. Doctor Ungersma commented that the Board has long appreciated the efforts and presence of John Hawes, Project Manager with Turner Construction, and he stated that Mr. Hawes will be greatly missed at future meetings of the District Board. No other reports were given.

PUBLIC COMMENT

In keeping with the Brown Act, Mr. Watercott again asked if any members of the public wished to comment on any items of interest or on any items listed on the agenda for this meeting. He then commented that he and other members of the Board may appreciate receiving regular Nursing Department reports from the hospital's new Chief Nursing Officer, Charleen Ryan. Mr. Halfen stated he will ask Ms. Ryan to

provide reports once she has had time to settle into her new position. No other comments were heard.

CLOSED SESSION

At 6:26 p.m. Mr. Watercott announced the meeting was being adjourned to closed session to allow the Board of Directors to:

A. Hear reports on the hospital quality assurance activities, and hear a report from the Medical Staff Executive Committee (Section 32155 of the Health and Safety Code, and Government Code Section 54962).
B. Conduct a Performance Evaluation (Government Code Section 54957).
C. Confer with legal counsel regarding action filed by John Nesson M.D. against Northern Inyo County Local Hospital District and other Defendants (Government Code Section 54956.9(a)).
D. Confer with legal counsel regarding pending litigation based on stop notice filed by Strocal, Inc. (Government Code Sections 910 et seq., 54956.9).
E. Discussion to determine whether or not to initiate litigation (Government Code Section 54956.9(c)).
F. Confer with legal counsel regarding potential litigation (Government Code Section 54956.9(c)).

RETURN TO OPEN SESSION AND REPORT OF ACTION TAKEN

At 8:00p.m. the meeting returned to open session. Mr. Watercott reported the Board took no reportable action.

OPPORTUNITY FOR PUBLIC COMMENT

Mr. Watercott again asked if anyone present wished to comment on any items listed on the agenda for this meeting, or on any items of interest.

Mr. Halfen gave a heads-up that the handling of cash flow during the next several months will be extremely challenging, and between now and August the hospital's budget will be very tight.

ADJOURNMENT

The meeting was adjourned at 8:03p.m..

_____
Peter Watercott, President

Attest: _____
M.C. Hubbard, Secretary

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BUDGET VARIANCE ANALYSIS

Jan-12 PERIOD ENDING

In the month, NIH was

	21%		over budget in IP days;
(	0.040%)		over budget IP Revenue and
(	5.0%)		over in OP Revenue resulting in
$ 366,157 (	4.7%)		over in gross patient revenue from budget &
$ 563,700 (	11.9%)		over in net patient revenue from budget

Total Expenses were:

$ 502,028 (	10.7%)		over budget. Wages and Salaries were
$ 114,434 (	6.9%)		over budget and Employee Benefits
$ (16,394) (	-1.6%)		under budget.
$ (5,901)			of other income resulted in a net income of
$ 238,220	$ 108,368		over budget.

The following expense areas were over budget for the month:

$ 114,434	7%	Salaries & Wages
$ 164,294	41%	Professional Fees
$ 237,226	49%	Supplies
$ 159,371	79%	Bad Debt

Other Information:

39.69%	Contractual Percentages for month
41.00%	Contractual Percentages for Year
$ 1,219,994	Year-to-date Net Revenue

Special Notes:

McKesson Paragon Training is in full swing causing increase in Salaries & Wages

IGT Funds supplied $255K of income that is offset to contractuals for this month

NORTHERN INYO HOSPITAL

Balance Sheet

January 31, 2012

amounts 1,000

	Current Month	*Prior Month*	*FYE 2011*
Current assets:			
Cash and cash equivalents	189	3,560	7,402
Short-term investments	5,985	6,985	12,443
Assets limited as to use	0	0	0
Plant Expansion and Replacement Cash	0	0	0
Other Investments (Partnership)	1,311	1,311	1,311
Patient receivable, less allowance for doubtful accounts $633,715	10,609	8,532	8,782
Other receivables (Includes GE Financing Funds)	498	1,452	541
Inventories	2,416	2,434	2,457
Prepaid expenses	1,131	1,154	1,166
Total current assets	22,139	25,429	34,103
Assets limited as to use:			
Internally designated for capital acquisitions	827	827	826
Specific purpose assets	765	8	599
	1,592	834	1,426
Revenue bond funds held by trustee	2,048	1,904	2,314
Less amounts required to meet current obligations	0	0	0
Net Assets limited as to use:	3,640	2,738	3,740
Long-term investments	250	250	250
Property and equipment, net of accumulated depreciation and amortization	83,729	82,483	69,861
Unamortized bond costs	925	929	957
Total assets	110,683	111,829	108,911

NORTHERN INYO HOSPITAL

Balance Sheet

January 31, 2012

amounts 1,000

Liabilities and net assets

	Current Month	*Prior Month*	*FYE 2011*
Current liabilities:			
Current maturities of long-term debt	274	398	1,627
Accounts payable	1,631	3,240	825
Accrued salaries, wages and benefits	3,894	3,677	3,608
Accrued interest and sales tax	430	261	265
Deferred income	240	288	0
Due to third-party payors	2,517	2,517	2,246
Due to specific purpose funds	0	743	0
Total current liabilities	8,987	11,124	8,571
Long-term debt, less current maturities	47,394	47,394	47,394
Bond Premium	1,347	1,351	1,377
Total long-term debt	48,741	48,745	48,771
Net assets:			
Unrestricted	52,190	51,952	50,970
Temporarily restricted	765	8	599
Total net assets	52,955	51,959	51,569
Total liabilities and net assets	110,683	111,829	108,911

NORTHERN INYO HOSPITAL

Statement of Operations amounts in 1,000

As of January 31, 2012

	MTD Actual	MTD Budget	MTD Variance $	MTD Variance %	YTD Actual	YTD Budget	YTD Variance $	YTD Variance %	Prior YTD
Unrestricted revenues, gains and other support:									
In-patient service revenue:									
Routine	617	574	43	7.4	3,748	3,981	(232)	(5.8)	3,036
Ancillary	2,064	2,002	62	3.1	12,063	13,885	(1,822)	(13.1)	10,705
Total in-patient service revenue	2,680	2,576	104	0.040	15,811	17,866	(2,055)	-11.5%	13,742
Out-patient service revenue	5,502	5,240	262	5.0	37,113	36,345	768	2.1	29,052
Gross patient service revenue	8,183	7,817	366	4.70	52,925	54,211	(1,287)	(2.4)	42,794
Less deductions from patient service revenue:									
Patient service revenue adjustments	164	129	(35)	(27.0)	1,261	896	(365)	(40.8)	733
Contractual adjustments	2,722	2,955	232	7.9	20,035	20,493	458	2.2	16,049
Prior Period Adjustments	0	0	0	100.0	(960)	0	960	100.0	(4,448)
Total deductions from patient service revenue	2,886	3,084	198	6.4	20,335	21,389	1,054	4.9	12,334
Net patient service revenue	5,296	4,733	564	12%	32,589	32,823	(233)	-1%	30,459
Other revenue	62	41	22	52.8	267	284	(16)	(5.8)	262
Transfers from Restricted Funds for Other Operating Expenses	97	90	7	7.6	680	626	54	8.6	481
Total Other revenue	160	131	28	21.7	947	910	38	4.1	743
Total revenue, gains and other support	5,456	4,864	592	21.8	33,537	33,732	(195)	4.1	31,203
Expenses:									
Salaries and wages	1,768	1,653	(114)	(6.9)	11,724	11,466	(258)	(2.3)	9,281
Employee benefits	1,035	1,051	16	1.6	7,261	7,292	32	0.4	5,877
Professional fees	570	405	(164)	(40.5)	3,292	2,811	(482)	(17.1)	2,343
Supplies	722	484	(237)	(49.0)	3,473	3,360	(113)	(3.4)	2,653
Purchased services	183	242	59	24.3	1,524	1,678	154	9.2	1,458
Depreciation	188	327	139	42.5	1,452	2,265	813	35.9	1,959
Interest	181	115	(67)	(58.0)	792	797	4	0.6	718
Bad debts	361	202	(159)	(79.0)	1,365	1,399	34	2.4	1,197
Other	204	230	26	11.3	1,745	1,597	(148)	(9.3)	1,329
Total expenses	5,212	4,710	(502)	(10.7)	32,629	32,664	35	0.1	26,815
Operating income (loss)	244	154	90	32.5	908	1,068	(160)	4.0	4,388
Other income:									
District tax receipts	48	43	5	11.1	336	300	36	12.1	255
Interest	11	27	(15)	(57.2)	113	185	(73)	(39.2)	164
Other	2	5	(3)	(53.1)	24	36	(12)	(33.3)	34
Grants and Other Non-Restricted Contributions	0	5	(5)	(100.0)	34	36	(1)	(4.2)	41
Partnership Investment Income	0	3	(3)	(100.0)	33	18	16	-	0
Net Medical Office Activity	(87)	(107)	20	N/A	(618)	(742)	124	16.7	(545)
Net 340B Drug Program	19	0	19	N/A	390	0	390	N/A	0
Total other income, net	(6)	(24)	18	-	312	(167)	480	286.8	(51)
Excess (deficiency) of revenues over expenses	238	130	108	83.5	1,220	901	319	35.5	4,336
Contractual Percentage	39.69%	42.03%			41.00%	42.03%			31.62%

NORTHERN INYO HOSPITAL

Statement of Operations--Statistics

As of January 31, 2012

	Month Actual	Month Budget	Month Variance	Variance Percentage	YTD Actual	YTD Budget	Year Variance	Year Percentage
Operating statistics:								
Beds	25	25	N/A	N/A	25	25	N/A	N/A
Patient days	224	185	39	1.21	1,362	1,285	77	1.06
Maximum days per bed capacity	775	775	N/A	N/A	5,375	5,375	N/A	N/A
Percentage of occupancy	28.90	23.87	5.03	1.21	25.34	23.91	1.43	1.06
Average daily census	7.23	5.97	1.26	1.21	6.33	5.98	0.36	1.06
Average length of stay	2.67	2.50	0.17	1.07	2.73	2.50	0.23	1.09
Discharges	84	74	10	1.14	498	514	(16)	1
Admissions	89	75	14	1.19	517	521	(4)	1
Gross profit-revenue depts.	5,164,897	5,167,616	(2,719)	1.00	34,266,118	35,839,982	(1,573,864)	0.96
Percent to gross patient service revenue:								
Deductions from patient service revenue and bad debts	39.69	42.03	(2.34)	0.94	41.00	42.03	(1.03)	0.98
Salaries and employee benefits	34.03	34.48	(0.45)	0.99	35.66	34.48	1.18	1.03
Occupancy expenses	4.90	6.02	(1.12)	0.81	4.70	6.02	(1.32)	0.78
General service departments	5.49	5.85	(0.36)	0.94	6.07	5.85	0.22	1.04
Fiscal services department	5.12	5.34	(0.22)	0.96	5.44	5.34	0.10	1.02
Administrative departments	5.08	4.96	0.12	1.02	5.59	4.96	0.63	1.13
Operating income (loss)	1.19	(0.21)	1.40	(5.67)	0.15	(0.21)	0.36	(0.71)
Excess (deficiency) of revenues over expenses	2.91	1.66	1.25	1.75	2.31	1.66	0.65	1.39
Payroll statistics:								
Average hourly rate (salaries and benefits)	52.93	44.94	8.00	1.18	46.14	44.94	1.21	1.03
Worked hours	51,591.00	51,541.00	50.00	1.00	348,289.09	357,457.00	(9,167.91)	0.97
Paid hours	52,609.70	59,973.00	(7,363.30)	0.88	409,052.64	415,943.00	(6,890.36)	0.98
Full time equivalents (worked)	293.13	292.85	0.28	1.00	284.55	293.00	(8.45)	0.97
Full time equivalents (paid)	298.92	340.76	(41.84)	0.88	334.19	340.94	(6.74)	0.98

Financial Indicators

	Target	Jan-12	Dec-11	Nov-11	Oct-11	Sep-11	Aug-11	Jul-11	Jun-11	May-11	Apr-11	Mar-11	Feb-11
Current Ratio	>1.5-2.0	2.46	2.29	2.59	2.88	3.09	3.29	3.62	3.98	4.49	5.34	4.78	4.72
Quick Ratio	>1.33-1.5	2.01	1.83	2.11	2.40	2.58	2.79	2.89	3.49	3.87	4.30	4.15	4.20
Days Cash on Hand	>75	110.67	144.88	136.28	152.23	177.78	186.45	191.12	231.83	165.71	195.53	214.19	241.51

Northern Inyo Hospital
Summary of Cash and Investment Balances
Calendar Year 2011

	Operations Checking Account				Time Deposit Month-End Balances						
Month	Balance at Beginning of Month	Deposits	Disbursements	Balance at End of Month	Investment Operations Fund	Bond and Interest Fund	Equipment Donations Fund	Childrens Fund	Scholarship Fund	Tobacco Settlement Fund	* Total Revenue Bond Funds	General Obligation Bond Fund
January	3,687,088	4,962,560	8,236,474	413,174	6,235,247	743,285	26,606	3,015	19,028	800,088	2,047,447	-
February	7,713,669	7,631,345	6,454,526	8,890,488	21,851,274	790,535	26,596	2,815	4,027	723,320	2,257,873	593
March	8,890,488	7,124,284	7,982,727	8,032,045	19,738,054	790,635	26,599	2,815	4,027	723,351	2,394,743	593
April	8,032,045	4,976,646	9,187,639	3,821,052	17,729,613	592,220	26,599	2,815	4,027	799,780	2,531,814	593
May	3,821,052	9,962,528	6,016,138	7,767,442	14,707,953	592,220	26,599	2,815	4,027	799,816	2,688,329	593
June	7,767,442	6,502,436	6,807,040	7,462,838	12,693,053	592,296	26,603	2,815	4,028	799,849	2,413,318	-
July	7,462,838	6,842,689	6,021,265	8,284,262	9,648,452	631,498	26,603	2,815	4,028	799,881	2,450,834	-
August	8,284,262	9,931,004	6,969,573	11,245,693	7,663,367	631,498	26,603	2,815	4,028	799,918	2,587,816	-
September	11,245,693	4,378,829	7,163,803	8,460,718	7,629,512	631,558	26,605	3,015	4,028	799,951	2,724,799	-
October	8,460,718	4,652,466	7,563,728	5,549,457	7,379,819	558	26,605	3,015	4,028	799,986	2,861,783	-
November	5,549,457	4,641,126	6,735,075	3,455,507	7,334,904	558	26,605	3,015	4,028	800,019	3,018,067	-
December	3,455,507	5,229,268	4,997,687	3,687,088	7,234,922	558	26,606	3,015	4,028	800,052	1,766,583	-

Notes: Revenue Bond Fund includes 2010 Revenue Bond and 1998 Revenue Bond Funds held by Trustee for Debt coverage and Reserves

Investments as of January 31, 2012						
Institution	**Certificate ID**	**Purchase Dt**	**Maturity Dt**	**Principal**	**YTM**	**Broker**
LAIF (Walker Fund)	20-14-002 Walker	13-Jan-12	01-Feb-12	$320,534	0.04%	Northern Inyo Hospital
Multi-Bank Securities	RMB004151	21-Jan-12	01-Feb-12	$1,011,393	0.01%	Multi-Bank Service
General Electric CAP Corp	36962GSX8	21-Dec-10	15-Feb-12	$1,060,060	0.63%	Multi-Bank Service
BP CAP MKTS	05565ABG2	16-Dec-10	10-Mar-12	$2,570,950	0.81%	Multi-Bank Service
Morgan Stanley Bank	617446-HC-6	21-Nov-11	01-Apr-12	$1,022,310	0.41%	Multi-Bank Service
Total Short Term Investments				**$5,985,247**		
First Republic Bank-Div of BOFA FNC	5L28639	20-May-10	20-May-13	$150,000	2.40%	Financial Northeaster Corp.
First Republic Bank-Div of BOFA FNC	5L28638	20-May-10	20-May-15	$100,000	3.10%	Financial Northeaster Corp.
Total Long Term Investments				**$250,000**		
Grand Total Investments				**$6,235,247**		

Northern Inyo Hospital

Investments as of 1/31/2012

	Purchase Dt	Maturity Dt	Institution		Rate	Principal
1	1/13/2012	2/1/2012	LAIF (Walker Fund	20-14-002 Walker	0.04%	320,533.78
2	1/21/2012	2/1/2012	Multi-Bank Securiti	RMB004151	0.01%	1,011,393.09
3	12/21/2010	2/15/2012	General Electric CA	36962GSX8	0.63%	1,060,060.00
4	12/16/2010	3/10/2012	BP CAP MKTS	05565ABG2	0.81%	2,570,950.00
5	11/21/2011	4/1/2012	Morgan Stanley Ba	617446-HC-6	0.41%	1,022,310.00
6	5/20/2010	5/20/2013	First Republic Bank	5L28639	2.40%	150,000.00
7	5/20/2010	5/20/2015	First Republic Bank	5L28638	3.10%	100,000.00
			Total			**$6,235,246.87**

NORTHERN INYO HOSPITAL

Statements of Changes in Net Assets

As of January 31, 2012

	Month-to-date	Year-to-date
Unrestricted net assets:		
Excess (deficiency) of revenues over expenses	238,219.88	1,219,994.25
Net Assets due/to transferred from unrestricted	-	-
Interest posted twice to Bond & Interest	-	-
Net assets released from restrictions used for operations	-	-
Net assets released from restrictions used for payment of long-term debt	(97,134.58)	(679,942.06)
Contributions and interest income	35.52	241.78
Increase in unrestricted net assets	141,120.82	540,293.97
Temporarily restricted net assets:		
District tax allocation	742,723.16	781,924.95
Net assets released from restrictions	-	(631,000.00)
Restricted contributions	15,000.00	15,200.00
Interest income	-	64.60
Net Assets for Long-Term Debt due from County	97,134.58	679,942.06
Increase (decrease) in temporarily restricted net assets	854,857.74	846,131.61
Increase (decrease) in net assets	995,978.56	1,386,425.58
Net assets, beginning of period	51,959,297.73	51,568,850.71
Net assets, end of period	52,955,276.29	52,955,276.29

NORTHERN INYO HOSPITAL

Statements of Cash Flows

As of January 31, 2012

	Month-to-date	Year-to-date
Cash flows from operating activities:		
Increase (decrease) in net assets	995,978.56	1,386,425.58
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities: (correcting fund deposit)		
Depreciation	187,812.72	1,452,091.80
Provision for bad debts	361,059.79	1,365,242.06
Loss (gain) on disposal of equipment	-	-
(Increase) decrease in:		
Patient and other receivables	(1,483,703.74)	(3,148,726.08)
Other current assets	41,255.71	76,010.15
Plant Expansion and Replacement Cash	-	-
Increase (decrease) in:		
Accounts payable and accrued expenses	(2,012,934.76)	1,499,499.90
Third-party payors	-	270,365.64
Net cash provided (used) by operating activities	(1,910,531.72)	2,900,909.05
Cash flows from investing activities:		
Purchase of property and equipment	(1,434,213.15)	(15,320,226.25)
Purchase of investments	999,675.10	6,457,806.16
Proceeds from disposal of equipment	-	-
Net cash provided (used) in investing activities	(434,538.05)	(8,862,420.09)
Cash flows from financing activities:		
Long-term debt	(129,047.61)	(1,384,312.35)
Issuance of revenue bonds	(144,151.75)	266,106.93
Unamortized bond costs	4,626.77	32,387.39
Increase (decrease) in donor-restricted funds, net	(757,758.68)	(166,431.33)
Net cash provided by (used in) financing activities	(1,026,331.27)	(1,252,249.36)
Increase (decrease) in cash and cash equivalents	(3,371,401.04)	(7,213,760.40)
Cash and cash equivalents, beginning of period	3,560,075.00	7,402,434.36
Cash and cash equivalents, end of period	188,673.96	188,673.96

Northern Inyo Hospital
Monthly Report of Capital Expenditures
Fiscal Year Ending JUNE 30, 2012
As of January 31, 2012

MONTH APPROVED BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES		AMOUNT
FY 2008-09	Coagulation Analyzer		25,000
FY 2009-10	Platelet Function Analyzer		9,000
	PMA-IT Server Room Wiring Project		34,625
	Nexus VOIP Telephone System		958,776
	Siemens Analyzers EXL/EXL200		250,940
FY 2010-11	McKesson Paragon Hospital Information System	Capital Fees Only	2,687,694
	PenRad Mammography Software		20,000
	Kronos Workforce HR and Payroll		244,000
	AMOUNT APPROVED BY THE BOARD IN PRIOR FISCAL YEARS TO BE EXPENDED IN THE CURRENT FISCAL YEAR		4,230,035
FY 2011-12	Bladder Scanner for ER to be purchased by NIH Auxillary Donation		13,145
	Transport Monitor for PACU to be purchased by NIH Auxillary Donation		15,000
	GE/DATEX Anethesia Patient Monitors		97,637
	Additional Coppper and Fiberoptic Cable		29,884
	Paragon Physician Documentation Module		137,254
	AMOUNT APPROVED BY THE BOARD IN THE CURRENT FISCAL YEAR TO BE EXPENDED IN THE CURRENT FISCAL YEAR		292,920
	Amount Approved by the Board in Prior Fiscal Years to be Expended in the Current Fiscal Year		4,230,035
	Amount Approved by the Board in the Current Fiscal Year to be Expended in the Current Fiscal Year		292,920
	Year-to-Date Board-Approved Amount to be Expended		4,522,955
	Year-to-Date Administrator-Approved Amount Actually Expended in Current Fiscal Year		124,173 * *

Northern Inyo Hospital
Monthly Report of Capital Expenditures
Fiscal Year Ending JUNE 30, 2012
As of January 31, 2012

MONTH APPROVED BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
	Year-to-Date Completed Building Project Expenditures	0 *
	TOTAL FUNDS APPROVED TO BE EXPENDED	4,647,128
	Total-to-Date Spent on Incomplete Board Approved Expenditures	871,635

Reconciling Totals:

Actually Capitalized in the Current Fiscal Year Total-to-Date	124,173
Plus: Lease Payments from a Previous Period	0
Less: Lease Payments Due in the Future	0
Less: Funds Expended in a Previous Period	0
Plus: Other Approved Expenditures	4,522,955
ACTUAL FUNDS APPROVED IN THE CURRENT FISCAL YEAR TOTAL-TO-DATE	4,647,128

Northern Inyo Hospital
PLANT EXPANSION AND REPLACEMENT BUILDING PROJECTS

(Completed and Occupied or Installed)

Item	Amount	Grand Total
GE AURORA BASE SYSTEM	267,636	
GE P500D DR IMAGING OPTION BUNDLE	140,874	
MONTH ENDING JANUARY 2012		408,509

THIS SHEET

INTENTIONALLY

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NORTHERN INYO HOSPITAL
150 Pioneer Lane, Bishop, California 93514
People you know, caring for people you love

Medical Staff Office
(760) 873-2136 voice
(760) 873-2130 fax
maggie.egan@nih.org

Robbin Cromer-Tyler, MD
Chief of Staff
Northern Inyo Hospital
150 Pioneer Lane
Bishop, California 93514

Dear Doctor Cromer-Tyler,

I am writing to notify you that I hereby resign my appointment to the Northern Inyo Hospital Medical Staff as well as the clinical privileges granted to me at Northern Inyo Hospital, effective immediately upon your receipt of this letter.

Thank you.

Sincerely,

2/27/2012

William Mullen, MD

NORTHERN INYO HOSPITAL MEDICAL STAFF
PROTOCOL FOR
PHYSICIAN ASSISTANT IN THE OPERATING ROOM

I. POLICY:

A. The Physician Assistant (PA) assists the attending surgeon during a surgical procedure by providing aid in exposure, hemostasis, and other technical functions which will help the surgeon carry out a safe operation with optimal results for the patient.

B. Only a PA currently licensed in California, who meets all the criteria specified in Appendix A may perform this procedure. Knowledgeable regarding PA limitations and practices within these.

The PA will be evaluated for continued competency 90 days after assuming this position and yearly thereafter. The evaluation will be done by a physician and will contain input from the appropriate attending surgeon(s) based on this protocol, chart review and their observations.

C. The PA may function under this protocol only when the following conditions are met:

1. The attending surgeon has determined that the PA can provide the type of assistance needed during the specific surgery.
2. The PA functions **under the direct supervision** of the Attending Surgeon, i.e., **only when the attending surgeon is physically present in the operating room**.

II. PROTOCOL

The PA will:

1. Assist with the positioning, prepping and draping of the patient, or perform these actions independently, if so directed by the surgeon.
2. Provide retraction by:
   a. Closely observing the operative field at all times.
   b. Demonstrating stamina for sustained retraction.
   c. Retaining manually controlled retractors in the position set by the surgeon with regard to surrounding tissue.
   d. Managing all instruments in the operative field to prevent obstruction of the surgeon's view.
   e. Anticipating retraction needs with knowledge of the surgeon's preferences and anatomical structures.
3. Provide hemostasis by:
   a. Applying the electrocautery tip to clamps or vessels in a safe and knowledgeable manner, as directed by the surgeon.
   b. Sponging and utilizing pressure, as necessary.
   c. Utilizing suctioning techniques.
   d. Applying clamps on superficial vessels and the tying or electrocoagulation of them, as directed by the surgeon.
   e. Placing suture ligatures in the muscle, subcutaneous and skin layer.

f. Placing hemoclips on bleeders, as directed by the surgeon.

4. Perform knot tying by:
   a. Having knowledge of the basic techniques of knot tying to include, two-handed tie; one-handed tie; instrument tie.
   b. Tying knots firmly to avoid slipping.
   c. Avoiding undue friction to prevent fraying of suture.
   d. "Walking" the knot down to the tissue with the tip of the index finger and laying the strands flat.
   e. Approximating tissue rather than pulling tightly to prevent tissue necrosis.

5. Perform dissection as directed by the surgeon by:
   a. Having knowledge of the anatomy.
   b. Demonstrating the ability to use the appropriate instrumentation.
   c. For abdominal surgery: dissection includes all layers to, but not, the peritoneum.

6. Provide closure of layers of tissue as directed by the surgeon; sutures fascia., subcutaneous tissue and skin by:
   a. Correctly approximating the layers, under direction of the surgeon.
   b. Demonstrating knowledge of the different types of closures, to include but not be limited to: interrupted vs. continuous; skin sutures vs. staples; subcuticular closure; horizontal mattress.
   c. Correctly approximating skin edges when utilizing skin staples or suture.

7. Assist the surgeon at the completion of the surgical procedure by:
   a. Affixing and stabilizing all drains.
   b. Cleaning the wound and applying the dressing.
   c. Assisting with applying casts; splints, bulky dressings, abduction devices.

The PA practices within the appropriate limitations and may choose not to perform those functions for which he/she has not been prepared or which he/she does not feel capable of performing.

APPENDIX A

I. A Physician Assistant who is approved as a PA at NIH may function as first assistant if all of the following conditions exist.

1. Currently licensed as a PA in California.

2. Successful completion of an accredited Physician Assistant program. (A copy of the certificate of completion will be placed in the PA's personnel file and the Medical Staff credentials file.)

3. Demonstrated knowledge and skill in applying principles of asepsis and infection control and demonstrated skill in behaviors that are unique to functioning as a PA.

4. Demonstrated knowledge of surgical anatomy, physiology and operative procedures for which the PA assists.

5. Demonstrated ability to function effectively and harmoniously as a team member.

6. Able to perform CPR; ACLS completion preferred.

7. Able to perform effectively in stressful and emergency situations.

APPROVALS

Surgery, Tissue, Transfusion and Anesthesia Committee	
Interdisciplinary Practice Committee	
Medical Executive Committee	
NICLHD Board of Directors	

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: **Standardized Procedure, Use of the RN First Assistant**	
Scope:	Department: **Surgery**
Source: Surgery Nurse Manager	Effective Date:

BACKGROUND:

The American College of Surgeons espouses the ideal concept that, the first assistant to the surgeon at the operative table should be another qualified surgeon. Other physicians experienced in assisting may be utilized when a second surgeon is not available.

Attainment of this ideal at all times is recognized as impracticable. In some circumstances it is appropriate and necessary to utilize specially educated non-physicians to serve as first assistants to qualified surgeons.

The American College of Surgeons also supports the concept that in the absence of a physician, the RN who possesses the appropriate knowledge and technical skills is the best qualified non-physician to serve as First Assistant.

The RNFA is a perioperative registered nurse who works in collaboration with the surgeon and health care team members to achieve optimal patient outcomes. Intraoperatively, the RNFA practices at the direction of the surgeon and does not concurrently function as a scrub nurse.

PURPOSE:

To define the appropriate procedures in which the Registered Nurse First Assistant may be utilized as an assistant to a qualified surgeon.

POLICY:

For those surgical procedures that have a recognized significant potential for loss of life, the surgeon shall obtain as first assistant a physician qualified to assist.

In all other surgical procedures the surgeon may obtain either a physician assistant, or may utilize the RNFA as the first assistant.

In the absence of a qualified physician, the RN who possesses appropriate knowledge and technical skills is the best qualified to serve as the first assistant. This RN shall be approved under the NIH Standardized Procedure for RN First Assistant (RNFA).

In the case of an emergency situation requiring surgical intervention that has the potential of loss of life, where there is no qualified physician to assist, An RNFA may be utilized as the first assistant.

The operating surgeon will determine the type of assistance needed for an operative procedure. Patient safety and optimal patient outcomes will be the primary considerations in this determination.

The Surgery Nurse Manager will coordinate the schedule of the RNFA. To provide adequate staffing, it is preferred that the surgeon requests the services of the RNFA in advance, but this request may also be made the day of surgery or in emergency situations.

Assignment of the RNFA will be on a first come basis except for emergency cases, at which time the Surgery Nurse Manager and Director of Surgery Services shall determine the best use of the RNFA.

SPECIAL CONSIDERATIONS:

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: **Standardized Procedure, Use of the RN First Assistant**	
Scope:	Department: **Surgery**
Source: Surgery Nurse Manager	Effective Date:

Physician request __x__ Yes ____ No
Procedure may be assisted by: _x__RNFA
Special education required to assist at procedure: __x__Yes ____No

1. **Must be a Registered Nurse licensed in California.**
2. **Must have current CNOR (Certified Nurse in the Operating Room), or obtain this within the first year of employment as RNFA.**
3. **Must have demonstrated proficiency in perioperative nursing practice as both scrub and circulator for at least two years and currently effectively fulfilling the role of Surgery RN at NIH.**
4. **A successful completion of a course in RN First Assisting through an accredited program; one that uses the AORN Core Curriculum for the RNFA as a foundation.**
5. **Demonstrated knowledge and skill in applying principles of asepsis and infection control.**
6. **Demonstrated ability to function effectively and harmoniously as a team member.**
7. **ACLS/PALS certification.**
8. **Able to perform effectively in stressful and emergency situations.**

Reference: Current and Relevant JCAHO and Title 22 Standards
Committee approval needed: Yes__x_ No___ _10/26/2011 Surgery/Anesthesia Tissue
_____ Executive Committee

Responsibility for review and maintenance: Surgery Nurse Manager

Index listings: Assistants for surgical procedures / RNFA Assisting
(See attached documents in left grey sidebar)
Revised 1/98; 10/2011BS

Approvals

Surgery, Tissue, Transfusion and Anesthesia Committee	
Interdisciplinary Practice Committee	
Medical Executive Committee	
NICLHD Board of Directors	

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: **Standardized Procedure, Use of the RN First Assistant**	
Scope:	Department: **Surgery**
Source: Surgery Nurse Manager	Effective Date:

Appendix B

RN FIRST ASSISTANT PROCEDURE LIST

General Surgery

Abdominal:
Appendectomy
Colostomy Closure
Ano-Rectal surgery
Hernia Repair
I&D Intra-abdominal abscess
Paracentesis
Closure of perforated ulcer
Bowel Resection/Low Anterior Resection

Chest:
Thoracostomy tube placement
Chest wall biopsy, excision or repair
Rib resection
Thoracentesis
Mediastinoscopy

Endoscopy:
Bronchoscopy
Esophagoscopy
Upper GI Endoscopy
Sigmoidoscopy
Colonoscopy

ENT:
Tonsillectomy
Tracheostomy
Thyroid Glossal ducts

Laparoscopy:
Laparoscopic Cholecystecomy
Laparoscopic Hernia Repair Retroperitoneal
Laparoscopic Hernia Repair Preperitoneal
Laparoscopic Hysterectomy
Laparoscopic Oophorectomy
Laparoscopic Appendectomy
Laparoscopic Nissen Fundoplication

Plastic, Skin and Soft Tissue:
Local flaps
Pedicle flaps
Skin grafts
Facial Fractures
Blepharoplasty
Scar Revision
Breast repair and reconstruction
Skin and soft tissue trauma repair
Breast Biopsy
Extensive burns
Lip and tongue surgery
Simple mastectomy

Trauma:
Tube thoracostomy
Splenectomy

Vascular:
Varicose vein extremity surgery
Insertion of pacemaker
Amputations -below and above the knee
Embolectomy
AV Fistula
Femoral Popliteal (tibial) Bypass

Proctology:
I&D Ischiorectal abscess
Fistulectomy
Hemorrhoidectomy
Fissurectomy

OB/GYN:
Ectopic -laparoscopic and laparotomy
Cesarean Section
Abdominal hysterectomy
Anterior Repair
Posterior repair
TVT
Ovarian cystectomy
Cerclage
Marsupialization of bartholin cyst

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: **Standardized Procedure, Use of the RN First Assistant**	
Scope:	Department: **Surgery**
Source: Surgery Nurse Manager	Effective Date:

Podiatry:
Bunionectomy
Digital procedures - including arthrodesis
Soft tissue excision
Ganglion
Neuromas
Benign neoplasms
Exostectomies

Orthopedic:
All cases

Urology:
All cases

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: **Surgical Requirements**	
Scope:	Department: **Anesthesia, Outpatient, Surgery**
Source: Surgery Nurse Manager	Effective Date:

PURPOSE:
To ensure quality surgical care for the inpatient as well as the outpatient.

POLICY:
A. PREOPERATIVE SURGICAL REQUIREMENTS:

- Except in the utmost emergencies, prior to surgery, the patient's chart shall contain the preoperative diagnosis, current history and physical, and current, signed informed consent document.
- Appropriate screening tests ordered by the physician, based on the needs of the patient prior to surgery.
- In order to be certain that the right type of blood and sufficient quantity is available if needed for surgery; the patient should be typed and cross-matched 3 days prior to scheduled surgery.
- Pregnancy test for all women less than 50 yrs. of age unless permit signed for Therapeutic Abortion, or patient refusal, or previous tubal ligation/hysterectomy/ bilateral oophorectomy.
- The operation shall be delayed until above are complete. In any emergency, the practitioner shall make at least a comprehensive note regarding the patient's condition prior to induction of anesthesia and start of surgery. If the history and physical have been dictated, but not transcribed, the surgeon shall so state in writing on the progress notes.
- Patients whose procedures require local anesthesia involving a small area only may not require preoperative testing at the discretion of the operating surgeon.
- Prior to the induction of anesthesia, the presence and availability of the surgeon in the hospital must be confirmed.
- Surgeons must be in the hospital and ready to commence the operation at the time scheduled.

Major surgery in which there is considered to be a hazard to life or limb, whether due to loss of blood or any other hazard, may not be performed in the hospital without a qualified assistant present and scrubbed.

PREOPERATIVE PATIENT RESPONSIBILITIES:

1. The patient should notify the surgeon of any change in physical condition, (cold, fever, etc.).
2. The patient should not eat or drink anything after midnight, with exception of local anesthesia procedures not requiring sedation, per order of patient's surgeon. Children under three years of age consult Pediatric NPO Schedule. Pre-op medications will be taken per policy on preoperative medications with a sip of water.

Title: **Surgical Requirements**	
Scope:	Department: **Anesthesia, Outpatient, Surgery**
Source: Surgery Nurse Manager	Effective Date:

3. Elective surgery patients should arrive at the hospital at least 1 1/2 hours prior to scheduled surgery time.

POSTOPERATIVE PATIENT RESPONSIBILITIES:

1. The patient must have arrangements for a responsible adult to take him/her home and stay with patient overnight if received (1) general anesthesia or (2) cataract surgery.

2. The patient will not be allowed to drive for twenty four hours after anesthesia.

3. The patient is not to ingest alcoholic beverages or take medications not specifically prescribed by physician.

4. Important decision making should be delayed until 24 hrs. past general anesthetic or procedural sedation.

B. OUTPATIENT SURGICAL REQUIREMENTS:

1. Patients scheduled for outpatient surgeries requiring anesthesia or Procedural Sedation shall meet the following guidelines:

2. The operation should be a procedure that is not usually accompanied by significant blood loss of physiological derangement postoperatively.

3. The incidence of postoperative complication should be low.
4. The patient should be in good health or have mild systemic disease.

5. It should be possible that preoperative preparation and postoperative care can be safely accomplished in an outpatient environment, considering individual social circumstances.

6. All patients selected for outpatient surgery, may have short form history and physical, preoperative instruction form, preoperative testing, as in section "A", and discharge instructions for patients leaving the hospital the day of surgery.

7. Patients with BMI greater than 40 or history of O.S.A. (Obstructive Sleep Apnea) may NOT be a candidate for outpatient surgery requiring general anesthesia/procedural sedation.

C. DENTAL/PODIATRIC SURGERY REQUIREMENTS:

Dental and podiatry patients shall be admitted under the service of a medical staff physician with a medical history and physical examination pertinent to the patient's general heath.

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: **Surgical Requirements**	
Scope:	Department: **Anesthesia, Outpatient, Surgery**
Source: Surgery Nurse Manager	Effective Date:

The podiatric history should justify hospital admission and include a detailed description of the examination of the foot and a preoperative diagnosis.

PHYSICIAN ORDER REQUIRED

REFERENCES: Current and Relevant JCAHO and Title 22 Standards
Medical Staff By Laws and Rules and Regulations
COMMITTEE APPROVAL NEEDED: Surgical Tissue Committee

RESPONSIBILITY FOR REVIEW AND MAINTENANCE: Surgery Nurse Manager

INDEX LISTINGS:
Requirements, Surgical
Surgical Requirements
Preoperative Surgical Requirements
Outpatient Surgical Requirements
Dental Surgical Requirements
Podiatric Surgical Requirements

REVISED 02/01 BS 03/11 BS

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: **NPO Guidelines**	
Scope:	Department: **Anesthesia, Emergency Dept, ICU/CCU, Medical/Surgical, Outpatient, Surgery**
Source: Surgery Nurse Manager	Effective Date:

PUROSE: To outline suggested preoperative and pre-procedure NPO times.

POLICY:

- All patients scheduled for elective surgeries or procedures with anesthesia and / or conscious sedation other than local anesthesia should be NPO according to the schedule below.
- In emergency situations the NPO status will be evaluated by the physician administering the anesthesia/sedation and should be considered in determining appropriate technique.

SPEICAL CONSIDERATIONS:

Physician Order required: _X_ No, ___Yes
Procedure may be performed by: _X_RN, _X_LVN
Special education required to perform procedure : _X_ No, ___Yes
Age specific considerations: Refer to NPO Guideline Table for children.

EQUIPMENT: N/A

PRECAUTIONS: NPO status must be taken into consideration during conscious sedation due to the potential loss of airway protective reflexes and risk of vomiting/aspiration.

PROCEDURE: Suggested number hours patient should be NPO:

Patient's Age	Number of hours since solid food / milk / breast milk	Number of hours since clear liquids
< 6 months	4	2
6 – 36 months	6	3
> 36 months – adult	6 – 8	2

DOCUMENTATION:

Committee approval needed: :__ No, _X__Yes Surgery Tissue Committee
Responsibility for Review and Maintenance: Surgery and OPD/PACU Nurse Managers
Index Listing: NPO Guidelines; Guidelines, NPO; Instructions – Perioperative Pediatric Feeding; NPO Instructions
Initiated:01/29/01 Revised: 02/13/01, 3/11 TS BS

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: **Nursing Management of the Patient Receiving Local Anesthesia for Procedures**	
Scope:	Department: **Anesthesia, Outpatient, PACU, Surgery**
Source: Surgery Nurse Manager	Effective Date:

PURPOSE:

To outline the nursing management required for patients receiving local anesthesia.

POLICY:

The following criteria will be met for management of surgical cases performed under local anesthesia without an anesthesiologist:

NOTE: If the patient has sedation administered in addition to local anesthesia, the "Procedural Sedation" Policy shall be followed.

1. Appropriate preoperative evaluation by the physician including:

   a) Physician documentation will include:
      - Focused history and physical for the chief complaint
      - History of other current medical problems
      - Previous operative and anesthesia experience
      - History of current medications and adverse medication reactions
      - Risks, benefits and alternatives of the procedure and types of local anesthesia have been discussed with the patient and family prior to administration.
      - An immediate pre-procedure assessment including a review of vital signs and patient Status.
      - Airway assessment with classification based on the American Society of Anesthesiology (ASA) classification system. Any patient assessed an ASA-IV or greater requires Consultation from the anesthesiologist.

   b) There is no specific requirement for laboratory, radiologic or cardiographic studies except in those disease processes that may be adversely affected by operative stress.

2. Informed consent for the proposed procedure by the operating physician and operative consent form signed by the patient.

3. The patient should be able to verify that he/she has been given pre-hospital care instructions and has complied with these.

4. The physician shall be responsible for the administration of the local anesthesia.

5. The Registered Nurse designated to monitor the patient receiving local anesthesia will have no other responsibilities

6. The Registered Nurse designated to monitor the patient must be competent in the following areas:

Title: **Nursing Management of the Patient Receiving Local Anesthesia for Procedures**	
Scope:	Department: **Anesthesia, Outpatient, PACU, Surgery**
Source: Surgery Nurse Manager	Effective Date:

- Current in BLS, ACLS and PALS.
- Basic arrhythmia recognition
- Clinical pharmacology and hemodynamic variables of the medications to be used and

of the function, use and interpretation of the monitoring equipment and is able to recognize the normal physiologic baseline for the patient.

SPECIAL CONSIDERATIONS:
Physician Order Required
Procedure May Be Performed by: X RN
Special Education Required to Performed Procedure:
Basic Dysrhythmia Class
ACLS Completion
PALS Completion
Inservice Education

EQUIPMENT:
Pulse oximeter /cardiac monitor, and NIBP machine.

Emergency Resources:
The following resources shall be immediately available:

- Equipment to monitor vital signs including pulse, respiratory rate and oxygenation.
- Appropriately sized equipment for establishing and providing airway maintenance, including a selection of laryngoscope blades with handle and endotracheal tubes.
- Suction and supplemental oxygen with the appropriately sized adjuncts.
- Crash cart equipped with a defibrillator.
- Appropriate selection of masks and airways.
- Means to administer positive-pressure ventilation (e.g. ambu bag).
- Pharmacologic antagonists, including naloxone and flumazenil.
- Intra-lipid Rescue Kit and dosing protocol for all patients receiving local and regional anesthesia.

Procedure:

1. All patients will have baseline blood pressure, heart rate, respiratory rate, level of consciousness, pain level and oxygen saturation documented prior to initiation of local anesthesia. **EKG and oxygen saturation will be monitored continuously** during the procedure per the sedation for procedure policy. Alarm limits will be set by the operating surgeon or by the Monitoring RN at the discretion of the physician.

2. Once the anesthesia is initiated, the patient's blood pressure, pulse and respirations, oxygen saturation level of consciousness and pain level will be documented at least every 5 minutes

Title: **Nursing Management of the Patient Receiving Local Anesthesia for Procedures**	
Scope:	Department: **Anesthesia, Outpatient, PACU, Surgery**
Source: Surgery Nurse Manager	Effective Date:

until the procedure is completed.

3. Any changes in the patient's condition (physical, mental or emotional) will be reported promptly to the physician.

4. Oxygen may be administered by the Registered Nurse at a flow of 2-3 liters, oxygen saturation below 95%, or at physician's request.

5. At the completion of the procedure the patient will be returned to his/her room, PACU or the outpatient area as designated by the physician performing the procedure.

6. Discharge of the patient will be determined by the same physician who will also complete a discharge note.

7. Written discharge instructions will be reviewed with and given to the patient and/or the responsible adult with the patient prior to discharge.

Documentation:

- The "Procedural Sedation Record" will be used for documentation.
- A patient assessment is made at the top of the record.
- Intraoperative vital signs at intervals no less than every five minutes are documented.
- Procedure performed, oxygen, IV solutions and medications given
- Patient response to medications administered shall be noted.
- A surgical checklist and a Surgical Safety Checklist shall be completed on all surgical patients.
- Appropriate charges shall be documented.

COMMITTEE APPROVAL NEEDED: Surgery Tissue/Anesthesia Committee _____
RESPONSIBILITY FOR REVIEW AND MAINTENANCE : Surgery Nurse Manager and Staff Anesthesiologists
INDEX LISTINGS:
Anesthesia, Local, local anesthesia, monitoring patients receiving local anesthesia
REVISED: 02/01 BS ; 12/2011 TS BS

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: **Physician Guidelines For Utilizing The ICU**	
Scope: **Departmental**	Department: **ICU/CCU**
Source: ICU Nurse Manager	Effective Date:

I. PHYSICIAN guidelines for utilizing the ICU.

A. All persons admitted to the Intensive Care Unit (ICU) will be under the care of a physician having admitting privileges to NIH. Physician ICU privileges are approved through the hospital privileging sequence.

1. Any physician with approved privileges may admit and manage ICU patients.

2. Physicians performing specific procedures in the ICU must have requested the specific privileges per the hospital privileging sequence.

3. Consultations by appropriate specialists are obtained by the attending physician based on their assessment of patient requirements.

4. All patients must be seen by the attending physician, or his designee, in a time frame appropriate to the severity of their condition.

5. After initial evaluation and after subsequent visits the attending physician will corrdinate the plan of care with the nurse caring for the patient.

7. Whenever a patient is in the ICU for longer than a week, it is recommended that a multi-disciplinary patient care conference be held to optimize coordination of appropriate patient care. This should include the attending physician, consulting physician, Chief of Service, nursing staff, respiratory therapy, physical therapy, pharmacy and social services.

8. Appropriate and adequate alternate physician coverage during absences of the attending physician are required.

9. Per Title 22 #70495 *A physician with training in critical care medicine shall have overall responsibility for the intensive care unit.*

10. Physician orders must be specific such as IV solutions, volumes, drugs, dosage and rate of administration.

11. Written orders by the physician are preferred.

12. Only non-medication orders for inpatients may be given over the telephone by non-physician members of the medical staff member's office.

Responsibility for review and maintenance: ICU Committee
Index Listings: Admitting Privileges; Privileges, Admitting
Approved by Intensive Care Committee 11/94
Revised/ Reviewed: 11/94, 6/97, 3/98, 12/00, 11/04 JK,11/07 jk, 8/11jk, 11/11jk

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: **Vertebroplasty**	
Scope: Multi-Departmental	Department: **Radiology, OP Nursing, Pharmacy**
Source: Radiology Manager	Effective Date:

PURPOSE:
To set forth the responsibilities and processes for the hospital to safely perform vertebroplasty.

Vertebroplasty: The percutaneous application of an acrylic based cement to the vertebral body for the purpose of stabilizing a fracture or other disruption of the vertebral body.

INDICATIONS: Acute compression fracture related to osteopenia or neoplastic replacement, ie pathologic fracture

CONTRAINDICATIONS: Spinal stenosis, traumatic fracture in young patient, very displaced fracture fragments

PATIENT PREPARATION:

1. Every attempt will be made for the radiologist to see the patient in the department prior to the day of the scheduled procedure. At the time of the consult, a complete medical history, including current medications, allergies and concurrent medical conditions will be obtained. Discussion of pre and post procedure routines, NPO status (after midnight for morning procedure, 6 hours for afternoon procedure) and use of current medication on the day of the procedure will occur.
2. Patients taking warfarin (e.g. Coumadin®) will be instructed to hold warfarin for the three days prior to the procedure.
3. Lab work will be ordered including PT and INR, and platelet count should be ordered for the day prior to the procedure.
4. The patient will be instructed to arrive one hour prior to the scheduled time of the procedure.
5. Following admission, the patient will go to outpatient nursing for assessment and IV insertion.
6. Medical history to include current medications, allergies and concurrent conditions will be reviewed or obtained. Lab results will be reviewed by nursing. Any lab results outside of the expected range will be reviewed with the radiologist.
7. Nursing will complete a basic physical assessment to include heart and lung status and vital signs including blood pressure, pulse, respirations and O2 saturation on room air.
8. Informed consent shall be obtained.
9. An IV will be started by nursing. An IV solution will be ordered by the radiologist and will be run at a TKO rate
10. If patient is NOT penicillin allergic, the nurse will administer Ancef (cefazolin) one gram, via IV Piggyback. If the patient is penicillin allergic, a determination of the type of allergic reaction will be made. If the patient describes an anaphylaxis type of reaction the Ancef will be held and radiologist notified. Unreconstituted vancomycin 500 mg sterile vial will be ordered and obtained from the pharmacy. The radiologist will remove the powdered vancomycin from the vial and will add it to the cement mixture.
11. Review of procedure and post procedure routines will be reviewed with patient. Post-procedure teaching to include recovery positioning.

EQUIPMENT:

Fluoroscopy unit, mobile c-arm
Ortho fracture table (from OR)

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: **Vertebroplasty**	
Scope: Multi-Departmental	Department: **Radiology, OP Nursing, Pharmacy**
Source: Radiology Manager	Effective Date:

SUPPLIES:

Vertebroplasty Kit and Patient prep kit
Bone Cement and Barium Tracer (do not use premix cement and tracer)
Bone access needles, two for each level. 11g for Lumbar, 13g for Thoracic

PROCEDURE:

1. Patient will be taken to the restroom immediately prior to procedure.
2. Patient will be taken into prepared procedure room.
3. O2 nasal cannula will be placed on patient prior to positioning on the imaging table.
4. Technologist will position patient prone on procedure table.
5. NIBP, O2 saturation monitoring will be established by nurse.
6. Once entire procedure team is in the room, TIMEOUT shall take place. TIMEOUT will be documented per hospital policy.
7. Nurse will begin sedation as directed by radiologist in compliance with the Moderate Sedation Policy of the hospital. Monitoring of vital signs will be established at 5 minute intervals and continued throughout procedure.

POST PROCEDURE:

1. Sterile dressing and Tegaderm® (or equivalent product) will be applied to bilateral needle puncture sites.
2. Patient to remain in prone position on procedure table for a minimum of 15 minutes before transfer back to recovery gurney.
3. Patient to be transferred to supine position on recovery gurney. Pillows may be placed beneath knees as needed for comfort. Patient to remain in supine position for 2 hours.
4. Vital signs to be monitored per conscious sedation policy and then every 30 minutes X 2.
5. Patient may begin fluids and oral intake once fully awake.
6. Head Of Bed may be elevated after 2 hours as tolerated. Patient may ambulate as tolerated.
7. Patient may be discharged once 2 hours time has elapsed and patient is stable.
8. Discharge instructions to include removal of dressing, ice instead of heat and follow up appointment with radiologist in 2 weeks.
9. If vital signs are significantly different than baseline or if there is excessive drainage on dressings, notify radiologist prior to discharge.

Committee Approval	**Date**
Radiology Services Committee	
Medical Executive Committee	
Board of Directors	

Responsibility for review and maintenance:
Index Listings:
Initiated:
Revised/Reviewed:
Supercedes:

Northern Inyo Hospital Policy/Procedure

Title: Chaperone Policy for the Imaging Department	
Scope: Departmental	Department: **Radiology**
Source: Radiology Manager	Effective Date:

Purpose: To provide guidance for the proper use of chaperones in the imaging department for the protection of the patient, staff and hospital.

Policy: A technologist of the same gender as the patient will perform exams listed below when available. When the technologist is not the same gender as the patient, a trained chaperone of the same gender as the patient shall be used for all "intimate" exams, expressly, intracavitary exams, breast exams and those exams involving genitalia. A patient may request a chaperone for any exam.

Role of Chaperone: A trained chaperone's duties may include, but are not limited to, providing emotional comfort and reassurance to patients, assist patient with dressing/undressing for exams, provide protection for healthcare professionals against unfounded allegations of improper behavior, and identify unusual or unacceptable behavior on the part of the healthcare professional. A patient's family member shall not undertake any formal chaperoning role.

Training of Chaperone: Chaperone training shall include, but not be limited to an understanding of the following:

1. What is meant by the term chaperone?
2. What is an intimate exam?
3. Why chaperones need to be present?
4. Rights of the patient.
5. The chaperone's role and responsibility as an advocate.
6. Policy and mechanism for raising concern.
7. Appropriate conduct for the exams.
8. Appropriate conduct of the chaperone.

Documentation: Presence/absence of chaperone must be documented in the patient's medical record. This may be documented on the modality worksheet or on radiology progress notes. This record shall be a part of the patient's permanent medical record and shall be available for review. Any situation where concerns are raised or an incident has occurred, a report is required and shall be completed immediately following the incident.

Approval	**Date**
Radiology Services Committee	
Medical Executive Committee	
NICLHD Board of Directors	

Revised:
Reviewed:

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Critical Indicators for Radiology Peer Review	
Scope: Multi-departmental	Department:
Source: Radiology Manager	Effective Date:

Purpose:
To identify critical indicators that will generate automatic review of medical charts for quality of care and deviation of standard of care assessment.

Policy:
1. Any patient or procedure with the following outcomes will be flagged for chart review in order to identify areas for process improvement.
    a. Death within 24 hours of invasive procedure
    b. Admission to ED within 24 hours of invasive procedure
    c. Fall or injury in the department
    d. Code Blue in the department

2. Preliminary screening of the chart for review will be conducted by the Radiology Manager.

3. Radiology Manager will discuss all cases with the Chief of Radiology.

4. Chief of Radiology will review and determine cases to be reviewed at the Radiology Services Committee

5. Following committee review, the committee may conclude:
    a. Care within accepted standard of care
    b. Marginal deviation from standard of care
    c. Significant deviation from standard of care

6. Action is then determined as follows:
    a. No action
    b. Changes in process/procedure recommended
    c. Discuss variance with physician
    d. Refer to another department/Executive Committee
    e. Other action as appropriate to situation

7. Document review will be place in physician's peer review file.

Approval	**Date**
Radiology Committee	
Medical Executive Committee	
Administration	
Board of Directors	

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Radiology Peer Review Policy	
Scope: Departmental	Department: Radiology
Source: ACR, JCO	Effective Date:

Purpose: To define, in accordance with 2005 ACR Guidelines and Technical Standards, the Northern Inyo Hospital Radiology Peer Review Program

Policy:

1. The peer review process will include a double reading by two M.D.s - the interpreting radiologist and the reviewing radiologist.
2. A representative sample equal to 5 % of the monthly exams per modality will be randomly selected by the department manager or designee for review. Additional cases will be reviewed upon request of a consulting physician or by a radiologist in cases of complications, adverse events, cases with potential for sentinel events and cases identified by critical indicators.
3. The reviewing radiologist will document the level of agreement with the original interpretation in accordance with the following 4-point scale
    a. 1 - Concur with interpretation
    b. 2 - Difficult diagnosis, not ordinarily expected to be made
    c. 3 - Diagnosis should be made most of the time
    d. 4 - Diagnosis should be made almost every time – misinterpretation of findings
4. Subgroups 3 and 4 will be considered significant discrepancies. [Suggested courses of action for subgroups 3 and 4 are as follows. Other actions can be substituted as medical staff sees fit]
    a. Subgroup 3 – reviewing radiologist and interpreting radiologist discuss review. Addendum should be added to original exam report, referred for Peer Review to Radiology Services.
    b. Subgroup 4 – reviewing radiologist and interpreting radiologist discuss review, referring physician should be notified, and an addendum should be added to original exam report referred for Peer Review to Radiology Services.
5. Summary statistics and comparison data will be generated for each radiologist interpreting for NIH by modality
6. Summary statistics contain confidential Medical Staff information and will be distributed to the Radiology Services Committee and the Medical Staff Office for OPPE (On-going Professional Practice Evaluation) and FPPE (Focused Professional Practice Evaluation)

Approver	Signature	Date
Radiology Manager		
Lead Interpreting Mammographer		
Administrator		
Radiology Services Committee		
Medical Executive Committee		
Board of Directors		

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Radiology Department Equipment Safety Policy	
Scope: Departmental	Department: Radiology
Source: MQSA, TJC	Effective Date:

Purpose: To define the standards for equipment safety, in compliance with The Joint Commission and other regulatory bodies

Policy:

1. The Radiology department adheres to equipment and environmental safety standards as outlined in the Biomedical Engineering and Environment of Care Manual.
2. A copy of the manual's Table of Contents and Policy on Initial Installation and Testing are located on the following pages.

Approver	Signature	Date
Radiology Manager		
Lead Interpreting Mammographer		
Administrator		
Radiology Services Committee		
Medical Executive Committee		
Board of Directors		

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Mammography Technologist Job Duties and Responsibilities Policy	
Scope: Departmental	Department: Radiology
Source: ACR, MQSA	Effective Date:

Purpose: To establish the duties and responsibilities of the mammography technologist

Policy:

Duties:

1. Follow Policies and Procedures as outlined in this manual
2. Wear personal radiation monitoring device during all working hours
3. Perform all exams in accordance with ALARA (As Low As Reasonably Achievable) principles
4. Explain the procedure and give patient instructions in clear and precise language
5. Review all images for quality and accuracy prior to routing images to the radiologist review workstation
6. Use proper compression, X-ray field size and appropriate shielding when performing mammography
7. Perform other duties as assigned by interpreting radiologist or supervisor

Responsibilities:

1. Technologists will perform all mammographic procedures under the direction of a radiologist
2. Technologists will only perform mammographic x-ray procedures with a prescription or order from a licentiate of the healing arts as defined by the Health and Safety Code
3. Technologists will only perform exams according to NIH procedures
4. Technologists will operate mammographic equipment only after being trained on equipment safety and use
5. Technologists will maintain current and valid diagnostic and mammographic radiologic technologist certificates issued by the Department of Public Health, Radiologic Health Branch and observe posting requirements
6. Technologists will not perform breast palpation examination. However, the technologist will palpate the breast to determine the position of a mass when demonstrated by the patient. The technologist will place a BB marker on the mass in 2 projections to aid the radiologist
7. Technologist will not make a diagnosis on images or palpation when positioning the breast or placing the BB. The technologist will convey their impressions and observations to the radiologist exclusively.

Approver	Signature	Date
Radiation Safety Officer		
Radiology Manager		
Lead Interpreting Mammographer		
Administrator		
Radiology Services Committee		
Medical Executive Committee		
Board of Directors		

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Personnel Radiation Monitoring Policy	
Scope: Departmental	Department: Radiology
Source: 10 CFR 20	Effective Date:

Purpose: To provide guidelines that ensure occupational exposure is monitored, documented and ALARA (As Low As Reasonably Achievable).

Policy:

1. All technologists shall wear personal radiation dosimetry badges at all times while on duty, as required by 10 CFR 20, 20.1101.
1. Badges shall be worn at the collar or waist level.
2. Badges are to be changed monthly
3. The NIH Radiation Safety Officer (RSO) shall be responsible for review of all dosimetry results monthly. Reports shall be submitted and discussed at the Radiation Safety Committee, quarterly.
4. The Department of Public Health, Radiologic Health Branch shall be notified by the RSO in the event of an overexposure, in accordance with the NIH ALARA program
5. Mammographer/Radiologist shall be notified of any exposure level of concern to the technologists.

Radiation Safety Officer		
Radiology Manager		
Administrator		
Radiology Services Committee		
Medical Executive Committee		
Board of Directors		

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Mammography Quality Control	
Scope: Departmental	Department: Radiology
Source: MQSA	Effective Date:

Purpose: To define the methodology of mammography quality control tests in accordance with the ACR Mammography Quality Control Manual

Policy:

1. Northern Inyo Hospital shall conduct, document and review all quality control measures for digitally acquired mammography as directed by the ACR Mammography Quality Control Manual and in accordance with equipment manufacturer specifications.
2. A copy of the ACR Mammography Quality Control Manual is located in the Mammography suite in the Radiology department.
3. A copy of the manufacturer's mammography equipment operator manual and specifications is located in the Mammography suite in the Radiology department. A copy of the manufacturer's equipment operator manual and specifications for the radiologist workstation is located on the radiologist's workstation, in a digital format.

Approver	Signature	Date
Radiology Manager		
Lead Interpreting Mammographer		
Administrator		
Radiology Services Committee		
Medical Executive Committee		
Board of Directors		

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Mammography Repeat Rate Analysis Policy	
Scope: Departmental	Department: Radiology
Source: ACR	Effective Date:

Purpose: To define the methodology of mammography repeat film analysis for the purposes of achieving quality improvement

Policy:

1. All digitally acquired mammography images that are not of diagnostic quality shall be marked at the acquisition workstation as a rejected image
2. Images may be rejected by the technologist or Mammographer
3. The reason for rejection shall be selected from the list in the acquisition workstation.
4. The rate of repeat studies shall be calculated quarterly and retained for 3 years.
5. A change in repeat trend of 2% will trigger immediate investigation and corrective action.
6. Quarterly analysis will be reviewed by the lead mammography technologist, department manager and Mammographer for problem categories and repeat trends.

Approver	Signature	Date
Radiology Manager		
Lead Interpreting Mammographer		
Administrator		
Radiology Services Committee		
Medical Executive Committee		
Board of Directors		

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Communication and Documentation for BI-RADS 0, 4 or 5	
Scope: Departmental	Department: Radiology
Source: MQSA 900.12(c)(2)	Effective Date: 2/9/12

Purpose: To define how Northern Inyo Hospital (NIH) will communicate suspicious or highly suggestive of malignancy mammography results in lay terms to patients in less than 5 days.

Definitions:

1. BI-RADS – Breast Imaging – Reporting and Data System

Policy:

1. All BI-RADS 0 (needs additional work-up) will have a letter generated and mailed to the patient within 48 hours of interpretation. The Radiology Office staff will call BI-RADS 0 patients within 24 hours of interpretation to schedule follow up imaging.
2. All BI-RADS 4 and 5 (suspicious and highly suggestive of malignancy) will have a letter generated and mailed to the patient within 24 hours of interpretation of the diagnostic mammogram. The Mammographer will discuss results and recommendations with the patient at the conclusion of the diagnostic work up examination. If a biopsy is recommended, the patient will be scheduled for the first available appointment, usually the same day or the following day. The Mammographer will document the discussion with the patient in the report of the diagnostic exam.
3. In the event that the patient is difficult to reach by phone to schedule follow up appointments, the Patient Contact Record documentation form (following page) will be used to document attempts to contact the patient. If the patient chooses to refuse recommended care or goes elsewhere for care, it will be documented on this form. The Mammographer will notify the referring physician via a fax. This fax will be of the form (Overdue Patients) and will be faxed to the referring physician office. In addition, a certified letter will be sent to the patient address. The Patient Contact Record will become a part of the patient's permanent medical record.
4. All summary letters shall contain a description of the test results in lay terminology. All letters shall contain a description of the next steps for additional examination (annual screening, 6 month follow up, immediate follow up). Each summary shall contain the patient name, date of the procedure and the name and address of our facility. Summary letters will also indicate that the original images shall become part of the patient's permanent medical record and will be available for continuing care.

Approver	Signature	Date
Radiology Manager		
Lead Interpreting Mammographer		
Administrator		
Radiology Services Committee		
Medical Executive Committee		
Board of Directors		

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Communication of Mammography Results to the Patient	
Scope: Departmental	Department: Radiology
Source: MQSA 900.12(c)(2)	Effective Date: 2/9/12

Purpose: To define how Northern Inyo Hospital (NIH) will communicate mammography results in lay terms to patients in less than 30 days.

Definitions:

1. BI-RADS – Breast Imaging – Reporting and Data System

Policy:

1. All BI-RADS 1 and 2 (negative and benign) will have a patient lay letter generated and mailed within 96 hours of interpretation of the mammogram.
2. All BI-RADS 0 (needs additional work-up) will have a letter generated and mailed to the patient within 48 hours of interpretation. The Radiology Office staff will call BI-RADS 0 patients within 24 hours of interpretation to schedule follow up imaging.
3. All BI-RADS 3 (short term follow-up) will have a letter generated and mailed to the patient within 48 hours of interpretation. The Mammographer will discuss the results and recommendations from the diagnostic examination with the patient at the time of completion of the examination and will document that discussion in the report.
4. All BI-RADS 4 and 5 (suspicious and highly suggestive of malignancy) will have a letter generated and mailed to the patient within 24 hours of interpretation of the diagnostic mammogram. The Mammographer will discuss results and recommendations with the patient at the conclusion of the diagnostic work up. If a biopsy is recommended, the patient will be scheduled for the first available appointment, usually the same day or the following day. The Mammographer will document the discussion with the patient in the report of the diagnostic exam.
5. All summary letters shall contain a description of the test results in lay terminology. All letters will contain a description of the next steps for additional examination (annual screening, 6 month follow up, immediate follow up). Each summary will contain the patient name, date of the procedure and the name and address of our facility. Summary letters also indicate that the original images will become part of the patient's permanent medical record and will be available for continuing care.

Radiology Manager		
Lead Interpreting Mammographer		
Administrator		
Radiology Services Committee		
Medical Executive Committee		
Board of Directors		

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Communication of Mammography Results to the Health Care Provider	
Scope: Departmental	Department: Radiology
Source: MQSA, ACR	Effective Date: 2/9/12

Purpose: To define the NIH standard for time frames for communicating written mammography results to the Health Care Provider

Definitions:
BI-RADS – Breast Imaging - Reporting and Data System

Policy:

1. All BI-RADS 1 and 2 (negative and benign) will have a written report generated and distributed to the referring Health Care Provider within 72 hours of interpretation of the mammogram.
2. All BI-RADS 0 (needs additional work-up) will have a written report generated and distributed to the referring Health Care Provider within 48 hours of interpretation. The Radiology Office staff will call BI-RADS 0 results to the Health Care provider within 24 hours of interpretation to inform of the need for additional follow up imaging.
3. All BI-RADS 3 (short term follow-up) will have a written report generated and distributed to the referring Health Care Provider within 48 hours of interpretation.
4. All BI-RADS 4 and 5 (suspicious and highly suggestive of malignancy) will have a written report generated and distributed to the referring Health Care Provider within 24 hours of interpretation of the diagnostic mammogram. The Radiology Office staff will call BI-RADS 4 or 5 results to the Health Care provider within 24 hours of interpretation to inform of the need for additional follow up care.
5. All direct or verbal communication by the Mammographer with the Health Care Provider will be documented in the written report.
6. All written reports will contain the patient name, the patient date of birth, date of the procedure and the name and address of our facility.

Radiation Safety Officer		
Radiology Manager		
Lead Interpreting Mammographer		
Administrator		
Radiology Services Committee		
Medical Executive Committee		
Board of Directors		

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Addendum for Mammography Comparison Images	
Scope: Departmental	Department: Radiology
Source: ACR, MQSA	Effective Date: 2/9/12

Purpose: To define the documentation for review of comparison mammography images when those images are not available at time of interpretation of current mammogram

Policy:

1. It is Northern Inyo Hospital's policy to have prior exams available at the time of interpretation of current exam.
2. When it is not possible to have prior exams available, the Mammographer will document in the report that prior images are unavailable.
3. Prior exams will be sought and retrieved by Radiology department personnel as quickly as possible.
4. When prior exams are received, the radiologist shall review images and add an addendum to the current mammography report comparing the prior and current images.
5. Reports with an addendum shall be distributed in the same manner as all mammography reports.

Approver	Signature	Date
Radiation Safety Officer		
Radiology Manager		
Lead Interpreting Mammographer		
Administrator		
Radiology Services Committee		
Medical Executive Committee		
Board of Directors		

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Mammography Pathology Addendum Policy	
Scope: Departmental	Department: Radiology
Source:	Effective Date: 2/9/12

Purpose: To define how Northern Inyo Hospital Mammography Department communicates pathology results from breast biopsies to Health Care providers

Policy:

1. It is Northern Inyo Hospital's policy to send breast biopsy specimens to pathology for analysis within 1 hour of the completion of the biopsy.
2. Upon receipt of pathology results, the Mammographer shall enter the pathology findings into the Mammography Information System to create an addendum to the biopsy procedure report.
3. The report with addendum will be generated and distributed to the referring Health Care Provider within 24 hours.
4. The Mammographer will make every attempt to call and notify the patient within 48 hours of receipt of the pathology results if malignant. The Mammographer or designee will make every attempt to call the patient within 72 hours of receipt of pathology results if benign.
5. The Mammographer or designee will call the results to the referring Health Care Provider at the time the addendum to report is generated.

Approver	Signature	Date
Radiation Safety Officer		
Radiology Manager		
Lead Interpreting Mammographer		
Administrator		
Radiology Services Committee		
Medical Executive Committee		
Board of Directors		

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Mammography Consumer Complaint Policy	
Scope: Departmental	Department: Radiology
Source: Title 17, MQSA, 21 CFR 900.12	Effective Date: 2/9/12

Purpose: To provide guidelines and specific instruction to respond to both identifiable and anonymous consumer complaints.

Policy:

1. In accordance with the California Code of Regulations, title 17, section 30317.70 Consumer Complaints, Northern Inyo Hospital shall report unresolved serious complaints to the California Department of Public Health, Mammography Program within 30 calendar days of receiving the complaint.
2. In accordance with the Mammography Quality Standards Act Final Regulations, section 21 CFR 900.12 (h) Consumer Complaint Mechanism, Northern Inyo Hospital (NIH) shall:
    a. Maintain a record of each serious complaint received by NIH for at least 3 years from the date the complaint was received.
    b. Provide the consumer with adequate direction for filing serious complaints with The Joint Commission (TJC) and American College of Radiology (ACR) if NIH is unable to resolve a serious complaint to the consumer's satisfaction.
    c. Report unresolved serious complaints to ACR and TJC in writing within 30 days of receiving the complaint.
3. Consumer Complaints – Each complaint will receive immediate attention. The documentation will be monitored and filed separately for Adverse Events and for Serious Adverse Events.
4. A notice shall be posted in the mammography area to inform patients where to direct complaints and concerns. The notice shall include contact information for the Radiology Department Manager, the accreditation body, and the California Department of Public Health, Mammography Program Consumer Complaint Program.

Definitions: The following definitions are provided for reference:

1. Serious Adverse Events
    a. Unqualified personnel performing mammography
    b. Unqualified personnel interpreting mammograms
    c. Missed (cancer) diagnosis
    d. Poor image quality
2. Adverse Events
    a. Expired facility license
    b. Not releasing original mammograms when requested for continuing care
    c. Rude personnel
    d. Compression Pain
    e. Bruising from procedure
    f. Unpleasant procedure
    g. Failure to send the results or summary within 30 days
    h. Non-availability of an appointment within two weeks of request
    i. Ruptured implant

Title: Mammography Consumer Complaint Policy	
Scope: Departmental	Department: Radiology
Source: Title 17, MQSA, 21 CFR 900.12	Effective Date: 2/9/12

3. Consumer – A person who is receiving mammography services from any facility possessing a facility accreditation certificate.

Approvals:

Approver	Signature	Date
Radiation Safety Officer		
Radiology Manager		
Lead Interpreting Mammographer		
Administrator		
Radiology Services Committee		
Medical Executive Committee		
Board of Directors		

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Mammography Equipment Registration and Compliance Requirements	
Scope: Departmental	Department: Radiology
Source: ACR, MQSA	Effective Date:

Purpose: To document Mammography X-ray equipment registration with the Department of Health Services, Radiologic Health Branch

Procedure:

1. NIH Registration number is 6593-03
2. All mammography equipment is specifically designed for mammography.
3. NIH utilizes:
    a. GE Senographe Essential
    b. Serial number 545885BU
4. A Quality Assurance (QA) program is established and maintained.
5. All mammography is acquired digitally and interpreted on a digital radiologist workstation, which is maintained and regulated in coordination with the complete QA program.
6. Only diagnostic radiologic technologists who hold current and valid certificates issued by the Department of Health Services, Radiologic Health Branch and who comply with all policies of this department are allowed to perform mammography procedures.

Lead Interpreting Mammographer		
Radiology Manager		

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NORTHERN INYO HOSPITAL FOUNDATION
Northern Inyo County Local Hospital District
150 Pioneer Lane, Bishop, California 93514

(760) 873-2136 voice
(760) 872-5836 fax

NORTHERN INYO HOSPITAL FOUNDATION
2012 BOARD OF DIRECTORS

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NORTHERN INYO HOSPITAL

SECURITY REPORT

JANUARY 2012

FACILITY SECURITY

Access security during this period revealed two instances of open or unsecured entry doors being located during those hours when doors were to be secured. One interior door was found unsecured during this same period.

One equipment alarm was detected during this period. The alarm was in the Main Plant and signaled low water level in one boiler. Maintenance was called out and the problem was resolved.

One construction modular was found open during this period. The building was checked and secured and the contractor was notified.

HUMAN SECURITY

On January 10th an intoxicated subject with a head laceration was brought in by sober friends. This subject was aggravated and objecting to receiving treatment. The subject was counseled by Security Staff and agreed to being seen by ED Staff. Once in the ED, this subject became angry and uncooperative and refused treatment. The subject left the Hospital on foot along with the individuals who brought him in.

On January 10th Inyo County Sheriff's personnel presented with an extremely intoxicated male in-custody for a medical clearance. This subject was mildly combative, very loud and vulgar. Medical examination and clearance took approximately two hours and was completed without incidence other than the loud and disruptive conduct of this subject.

On January 12th ED Staff requested Security Staff for a moderately disturbed and combative patient. The patient was stabilized and later transferred to ICU without further problems.

On January 17th Security Staff was called to the ED for a disruptive parent of a child patient. The parent was counseled successfully and Security stood by until discharge was completed.

On January 28th EMS presented with and extremely intoxicated and angry female patient. Security Staff stood by until the patient was calm and agreeable.

On January 31st Ed Staff received a call from Mammoth Hospital Staff warning of a subject that had been escorted from the Mammoth Hospital Campus by Mammoth Lakes Police, after this subject had been refused treatment of his condition with narcotics. The subject refused to leave their Campus and went into a tirade requiring Law Enforcement intervention. Mammoth Hospital Staff warned that he had stated he was going to Bishop for treatment. This subject arrived shortly thereafter and was examined in the ED. Upon completion of the examination this subject requested and was once again refused treatment of his condition with narcotics. The subject became angered and was escorted to the lobby by Security Staff where he was given the opportunity to call someone to pick him up. He was asked to remain in the lobby until his ride arrived. The subject left the lobby and returned to the ED where he entered an empty exam room whereupon he was contacted by Security. The subject was agitated and again was escorted to the lobby where he was asked to leave Campus. The subject went into an outburst, became combative and attempted a Battery upon Security Staff. The subject was subdued and taken into custody and soon thereafter turned over to Bishop Police Personnel for booking.

Security Staff provided Law Enforcement assistance on twelve occasions this month. Three were for Lab BAC's.

5150 standby was provided on two occasions during this period.

Security Staff provided patient assists in twenty four instances this month.

Srd

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COUNTY OF INYO
ENVIRONMENTAL HEALTH SERVICES
P. O. Box 427
INDEPENDENCE, CALIFORNIA 93526
(760) 878-0238
(760) 873-7866

Date: 2/28/12
Time: 8-9 am
Reinspection _____

Food Facility Inspection Report

Facility: Northern Inyo Hospital Address: W. Line St. Bishop

Food Safety Certificate: Name: Marty Taylor Exp. Date: 10/16

In= In Compliance N/O= Not observed [X]= items not in compliance cos= corrected on site maj= major

		cos	maj	out		out
In N/O	1 Demonstration of knowledge				24 Person in charge present and performs duties	
In	2 Communicable disease restriction				25 Personal cleanliness and hair restraint	
In N/O	3 Discharge of eyes, nose, mouth				26 Approved thawing methods	
In N/O	4 Eating, tasting, drinking, tobacco				27 Food separated and protected	
In N/O	5 Hands properly washed, glove use				28 Washing fruits and vegetables	
In	6 Handwashing facilities available				29 Toxic substances properly identified and stored	
In N/A N/O	7 Proper hot and cold holding				30 Food storage 31 self service 32 labeled	
In N/A N/O	8 Time as control, records				33 Nonfood contact surfaces clean	
In N/A N/O	9 Proper cooling				34 Warewashing facilities maintained, test strips	
In N/A N/O	10 Cook time, temp				35 Equipment, utensils, approved, clean good repair	
In N/A N/O	11 Reheating temperature				36 Equipment, utensils and linens, storage and use	
In N/A N/O	12 Returned and reservice of food				37 Vending Machines	
In	13 Food in good condition, safe				38 Adequate ventilation and lighting	
In N/A N/O	14 Food contact surfaces clean, sanitized				39 Thermometers provided and adequate	
In	15 Food from approved source				40 Wiping cloths properly used and stored	X
In N/A N/O	16 Shell stock tags 17 Gulf Oyster regs				41 Plumbing, proper backflow prevention	
In N/A N/O	18 Compliance with HACCP plan				42 Garbage properly disposed, facilities maintained	
In N/A N/O	19 Advisory for raw/undercooked food				43 Toilet facilities supplied, clean	
In N/A	20 Health care/ School prohibited food				44 Premises clean, vermin proof	
In	21 Hot & cold water. Hot Temp: 126 °F				45 Floors, walls and ceilings maintained and clean	
In	22 Wastewater properly disposed				46 No unapproved living or sleeping quarters	
In	23 No rodents, insects, birds, animals				47 Signs posted; Last inspection report available	

No PHF [ ]

Temp	Food	Location	Temp	Food	Location	Temp	Food	Location
34°	Ambient	Walk in	39°	Butter	Refr #10	37°	Ambient	Kitchen
36°	Shell eggs	" "	39°	Turkey	Refr # 2	35°	"	"
39°	Custard	Refr #5	33°	Amb.	Kitchen	32°	"	Refr #9

Comments:

Clean and sanitary facility. Food is safely stored, prepared, and served.

(40) Please store fabric cloths in sanitizer buckets when not in use.

Received By: Glen Faubel REHS: Jerry Oser

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NORTHERN INYO HOSPITAL MEDICAL STAFF
POLICY & PROCEDURE

CREDENTIALING HEALTH CARE PRACTITIONERS IN THE EVENT OF A DISASTER

POLICY:

In the event of a disaster or emergency where the Hospital's emergency management plan has been activated and the Hospital is unable to handle the immediate patient care needs, the Chief Executive Officer or the Chief of Staff or their designee(s) may grant Disaster Privileges to individuals presenting themselves as health care practitioners seeking to volunteer their services, after the process outlined below has been followed.

PROCEDURE:

1. All Hospital departments and supervisory personnel (including Disaster Team Leaders) shall be instructed to direct all volunteering health care practitioners ("HCPs") to the Medical Staff Office (or to the Acting Administrator in the Disaster Command Center if the Medical Staff Office is not accessible).

2. Before a volunteer practitioner is considered eligible to function as a volunteer licensed independent practitioner, the volunteering HCP shall be required to produce a valid government-issued photo ID card with a signature (e.g., driver's license or passport) and at least one of the following:
   a. a current license to practice medicine issued by a state, federal, or regulatory agency; or
   b. identification indicating that the individual is a member of a Disaster Medical Assistance Team, the Medical Reserve Corps (MRC), the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP), or other recognized state or federal response organization or group; or
   c. identification indicating that the individual has been granted authority, by a federal, state or municipal entity, to render patient care, treatment, or services in disaster circumstances; or
   d. signed statement by a current Hospital or Medical Staff Member with personal knowledge regarding the practitioner's identity and ability to act as a licensed independent practitioner during a disaster.

   If possible, copies of these documents should be made (and/or notation of the current hospital or medical staff member with personal knowledge). If it is not possible to make copies, the identification information (including full name, address, license number, issuing agency, etc.) shall be recorded.

3. The volunteering HCP shall be requested to indicate his/her malpractice carrier and the name of the hospital(s) where he/she currently holds privileges. If possible, verification of licensure, insurance, and hospital affiliations shall be made by telephone or electronic query. A query to the NPDB and OIG shall also be submitted, unless technologically not possible. In the event this information cannot be verified, emergency approval of Disaster Privileges may still be granted pending verification.

4. The *Request for Disaster Privileges* form shall be completed.

5. The available information shall be reviewed by the individual(s) authorized to grant emergency approval of Disaster Privileges, per Policy above. The on-site responsible Medical Staff member (i.e., in accordance with facility disaster plan, e.g., ER physician) shall interview the volunteer to determine the appropriate scope of assigned responsibilities, and make a recommendation based on the available information to the Chief Executive Officer or Chief of Staff or their designee(s), who are authorized to grant Disaster Privileges.

6. The volunteer HCP shall be partnered with a member of the Medical Staff or Allied Health staff of similar specialty. Partnering information shall be recorded with the other information regarding the volunteer HCP.

7. The volunteer HCP shall be issued a temporary identification badge indicating his/her name, status as an approved volunteer HCP, and notation of his/her partner.

8. Any such Disaster Privileges may be terminated at any time, with or without cause or reason, and any such termination shall not give rise to any rights of review, hearing, appeal or other grievance mechanism. Disaster Privileges shall be terminated immediately if any information is received that suggests the volunteer HCP is not capable of rendering services as approved.

9. As soon as the status of the emergency situation is such that routine credentials verification procedures are possible, the Medical Staff Office shall initiate such procedure in the manner set forth in the Medical Staff Bylaws.

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NORTHERN INYO HOSPITAL PRIVATE PRACTICE PHYSICIAN INCOME GUARANTEE AND PRACTICE MANAGEMENT AGREEMENT

This agreement ("Agreement") is made and entered into on March 1, 2012, by and between Northern Inyo County Local Hospital District ("District) and Lynn Leventis, M.D. ("Physician").

RECITALS

A. District, which is organized and exists under the California Local Health Care District Law, *Health & Safety Code Section 32000, et seq.*, operates Northern Inyo Hospital ("Hospital"), a general acute care hospital serving northern Inyo County, California, including the communities of Bishop and Big Pine.

B. The District Board of Directors has found, by Resolution No. 09-01, that it will be in the best interests of the public health of the aforesaid communities to obtain a licensed Obstetrician Gynecologist ("OB/GYN") to practice in said communities, on the terms and conditions and surgeon who is a board-certified/eligible specialist in the practice of obstetrics and set forth below.

C. Physician is a physician and surgeon, engaged in the private practice of medicine, licensed to practice medicine in the State of California, and will be certified by the American Board of Obstetrics and Gynecology within five years of completing residency. Physician desires to relocate his/her practice ("Practice") to Bishop, California, and practice OB/GYN in the aforesaid communities.

IN WITNESS WHEREOF, THE PARTIES AGREE AS FOLLOWS:

I.

COVENANTS OF PHYSICIAN

Physician shall relocate her Practice to medical offices ("Offices") provided by District in Bishop, California. Physician shall be reimbursed for certain costs and expenses incurred by Physician in (i) relocating her practice to Bishop, and (ii) operating her practice in Bishop; all in accordance with the terms and conditions of that certain Relocation and Expense Agreement between Physician and District dated of even date herewith. Upon relocating her practice to Bishop, California, Physician shall operate her practice for the "Term" (as such term is defined in Section 4.01 below) of this Agreement, and provide and comply with the following:

1.01. **Services**. Physician shall provide Hospital with the benefit of her direct patient care expertise and experience, and shall render the scope of services described in Exhibit "A" attached hereto and incorporated by reference herein. Physician shall provide Hospital with patient medical record documentation of all direct patient care services rendered hereunder; such documentation shall be submitted to Hospital on an ongoing basis, and shall be in the form, and contain the information, reasonably requested by the Hospital such that a complete medical record can be assembled.

1.02. **Limitation on Use of Space**. Physician shall use no part of any of the Offices for anything other than for the private practice of OB/GYN medicine unless specifically agreed to, in writing, by the parties.

1.03. **Medical Staff Membership and Service**: Physician shall:

a) Apply for and maintain Provisional or Active Medical Staff ("Medical Staff") membership with OB/GYN and OB/GYN surgical privileges sufficient to support a full time OB/GYN practice, for the Term of this Agreement.

b) Provide on-call coverage to the Hospital's Emergency Services within the scope of privileges granted to her by Hospital and as required by the Hospital Medical Staff. Physician shall not be required to provide more than fifty percent (50%) of the annual call in weekly increments unless otherwise agreed upon from time to time. Physician shall be solely responsible for call coverage for her personal private practice.

c) Maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred, and revenue acquired, pursuant to this Agreement to the extent, and in such detail, as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature, for which she may claim payment or reimbursement from the District. Physician acknowledges and agrees that any federal office authorized by law shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of Physician which are relevant to this Agreement, at all reasonable times for a period of four (4) years following the termination of this Agreement, during which period Physician shall preserve and maintain said books, documents, papers, and records. Physician further agrees to transfer to the District, upon termination of this Agreement, any books, documents, papers or records which possess long-term [*i.e.,* more than four (4) years] value to the Hospital. Physician shall include a clause providing similar access in any sub-contract she may enter with a value of more than Ten Thousand Dollars ($10,000) or for more than a twelve (12) month period, when said sub-contract is with a related organization.

d) At all times comply with all relevant policies, rules and regulations of the Hospital, subject to California and federal statutes governing the practice of medicine.

e) District expressly agrees that said services might be performed by such other qualified physicians as the Physician may employ or otherwise provide so long as each such physician has received proper training, is properly licensed, has been granted privileges by the Hospital Medical Staff, and has received approval in writing from the Hospital.

II. COVENANTS OF THE DISTRICT

2.01. Hospital Services.

a) Space. District shall make the Offices available for the operation of Physician's Practice either through a direct let or through and arrangement with a landlord.

b) Equipment. In consultation with Physician, Hospital shall provide all equipment as may be reasonably necessary for the proper operation and conduct of Physician's Practice at the Offices. Hospital shall repair, replace or supplement such equipment and maintain it in good working order.

2.02. General Services. District shall furnish ordinary janitorial services, maintenance services, and utilities, including telephone service, as may be required for the proper operation and conduct of Physician's

Practice.

2.03. **Supplies**. District shall purchase and provide all supplies as may be reasonably required for the proper treatment of Physician's Practice patients. Physician shall inform Hospital of supply needs in a timely manner and shall manage the use of supplies in an efficient manner that promotes quality and cost-effective patient care.

2.04. **Personnel**. District shall determine the initial number and types of employees and place them in the Practice initially. Physician and Hospital will mutually agree to subsequent staffing requirements.

2.05. **Business Operations**. District shall be responsible for all business operations related to operation of the Practice, including personnel management, billing and payroll functions. Physician will provide the appropriate billing codes, which will be used unless changed by the mutual consent of the Physician and Hospital. Hospital will incur and pay all operating expenses of the Practice.

2.06. **Hospital Performance**. The responsibilities of District under this Article shall be subject to District's usual purchasing practices and applicable laws and regulations.

2.07. **Practice Hours.** The District desires, and Physician agrees, that Physician's Practice shall operate on a full time basis, maintaining hours of operation in keeping with the full time practice of one OB/GYN surgeon while permitting a surgery schedule sufficient to service the patients of the Practice. Specific shifts will be scheduled according to normal operating procedures of the Practice and will be mutually agreed upon by Hospital and Physician.

Physician will specifically provide a total of 40 weeks per year allocated, on an annual and concurrent basis, as follows:

- 26 weeks of GYN call/ 20 weeks of OB/C-Section call. (OB/C-Section call can be increased to 20-25 weeks at Hospital's discretion);
- 40 weeks of clinic service; and
- 26 weeks of surgical services.

Physician shall receive 12 weeks per year paid time off during which time Physician must accomplish any licensure, CME, and any other absence hours-such as vacation, illness, jury duty, bereavement, etc. Physician agrees to coordinate his/her schedule with any other physician(s) contracted by the Hospital for like services. Any equal schedule such as two weeks of all services, one week of clinic, and one week off (the 2-1-1) per four (4) week rotation will be acceptable if agreed to by both physicians. The Parties understand and agree that Physician is not responsible for providing, and will not provide, call coverage under any circumstances other than (i) as required by the Medical Staff Bylaw's requirements and (ii) that for which she is obligated under the terms of this Agreement.

III. COMPENSATION

3.01. **Minimum Income Guarantee**. At all times during the Term of this Agreement, including any extensions or renewals hereof, District, District shall guarantee Physician an annual income of no less than $295,625.20 ("Minimum Income Guarantee"). Compensation from District shall be payable to Physician at the higher of (a) the Minimum Income Guarantee amount paid at the rate of $11,370.20 every two (2) weeks, or (b) 50% of fees collected for services rendered in Section II, adjusted quarterly after the first year to

reflect 50% of fees collected so that payments will not exceed the minimum guarantee unless 50% of the fees exceed the guarantee on an annualized basis. Additionally, Physician will be entitled to a $500 per day stipend for taking any C-Section call in excess of 20 weeks per year. All payments shall be made on the same date as the District normally pays its employees. The Minimum Income Guarantee amount will be increased at the same time, in the same manner and at the same rate as the Hospital's employees.

3.02. Malpractice Insurance. At all times during the Term of this Agreement, including any extensions or renewals hereof, District will secure and maintain malpractice insurance for the benefit of the physician with limits of no less than $1 million per occurrence and $3 million per year. Tail coverage will also be provided in accordance with the following:

- Physician completes the entire three (3) year Term of this Agreement and then leaves the Hospital for any reason whatsoever = District pays 100% of the tail coverage premium;
- Physician leaves on her own initiative before the full three (3) year Term of this Agreement is completed and Physician provides Hospital with not less than one hundred and eighty (180) days' prior written notice = District and Physician split the tail premium pro-rata based on the number of months Physician stayed with the Hospital before leaving;
- Physician leaves the Hospital and does not give the required notice = Physician shall pay 100% of the tail premium;
- Physician becomes disabled to the point where she closes her practice contemplated by this Agreement = District pays 100% of the tail coverage premium;
- Hospital terminates Physician with or without cause before full three (3) year Term ends = Hospital pays 100% of the tail coverage premium.

3.03. Health Insurance. At all times during the Term of this Agreement, including any extensions or renewals hereof, Physician will be (i) admitted to the Hospital's self-funded Medical Dental Vision Benefit Plan and be provided the benefits contained therein as if she were an employee of District and (ii) provided a disability program until age 65 in an amount equal to the higher of (x) $10,000.00 per month or (y) the average benefit received by all other OB/GYN physicians who are employed by Hospital and who are receiving disability benefits.

3.04. Signing Bonus. Physician will receive $10,000.00 from District upon signing this Agreement, which amount shall belong solely to Physician and shall not be subject to re-payment under any circumstances. This payment is in addition to all amounts due Physician under the Expense Relocation Agreement and this Agreement.

3.05. Billing for Professional Services. Subject to Section 2.05 above, Physician assigns to District all claims, demands and rights of Physician to bill and collect for all professional services rendered to Practice patients, for all billings for surgical services, for all billings consulting performed or provided by the Physician. Physician acknowledges that Hospital shall be solely responsible for billing and collecting for all professional services provided by Physician to Practice patients at Practice and for all surgical services performed at the District, and for managing all Practice receivables and payables, including those related to Medicare and MediCal beneficiaries. Physician shall not bill or collect for any services rendered to Practice patients or Hospital patients, and all Practice receivables and billings shall be the sole and exclusive property of Practice. In particular, any payments made pursuant to a payer agreement (including co-payments made by patients) shall constitute revenue of the Practice. In the event payments are made to Physician pursuant to any payer agreement, Physician shall promptly remit the payments directly to District.

3.06 Retention. Hospital shall retain an amount equal to 50% of all fees collected from the activities of physician/practice in exchange for providing all services and supplies rendered in II above.

IV. TERM AND TERMINATION

4.01. Term. The term ("Term") of this Agreement shall be three (3) years beginning at 12:01 a.m. on 5/1/2012 and expiring at 12:00 p.m. on 4/31/2015.

4.02. Termination. Notwithstanding the provisions of Section 4.01, this Agreement may be terminated:

a). By Physician at any time, without cause or penalty, upon one hundred and eighty (180) days' prior written notice to the Hospital;

b). Immediately by Hospital in its sole discretion if Physician fails to maintain the professional standards described in Article V of this Agreement;

c). Immediately upon permanent closure of the Hospital;

d). By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, substantially restricts, substantially limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party's rights or obligations under this Agreement; provided that in such event, Hospital must give notice to Physician equal to that provided to Hospital by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment; or

e). By either party in the event of a material breach by the other party and, in such event, the non-breaching party shall have the right to terminate this Agreement after providing thirty (30) days' written notice to the breaching party, unless such breach is cured to the reasonable satisfaction of the non-breaching party within the thirty (30) days; or

f). Should Hospital fail to pay Physician any monetary benefits as defined in this Agreement and/or fail to provide non-monetary benefits as defined in this Agreement, within ten (10) days of the date such amount was due and payable, Physician may terminate this Agreement by providing ten (10) days prior written notice.

4.03. Rights Upon Termination. Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive termination. Hospital shall retain the Accounts Receivable and shall reduce said receivable by the amount it has compensated physician in excess of the fees earned. The balance shall be paid to the physician within forty-five (45) days of the termination of this Agreement.

4.04. Post Termination Patient Care. Upon termination or expiration of this Agreement, until such time as the District has made medically appropriate referrals of any of Physician's patients who continue to need her services, District shall continue to compensate Physician for the services that she renders to such patients at the rate of 50% of all fees collected for such services and shall pay within ten (10) days of receipt.

V. PROFESSIONAL STANDARDS

5.01. Medical Staff Membership. It is a condition of this Agreement that Physician maintains Active Medical Staff membership on the Hospital Medical Staff with appropriate clinical privileges and maintains such membership and privileges throughout the Term of this Agreement

5.02. Licensure and Standards. Physician shall:

a) At all times be licensed to practice medicine in the State of California;
b) Comply with all policies, bylaws, rules and regulations of Hospital, Hospital Medical Staff, and Practice, including those related to documenting all advice to patients and proper sign-off of lab and X-ray reports;
c) Be a member in good standing of the Provisional or Active Medical Staff of Hospital;
d) Maintain professional liability coverage in an amount required for membership on the Active Medical Staff of Hospital, at District's sole expense;
e) Participate in continuing education as necessary to maintain licensure and the current standard of practice; and
f) Comply with all applicable laws, rules and regulations of any and all governmental authorities, and applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations.
g) At all times conduct herself, professionally and publicly, the same as a reasonable physician acting under the same or similar circumstances, and in accordance with the standards of, the American College of Obstetricians and Gynecologists, the Hospital Medical Staff, and the District. Further, she shall not violate any California law which prohibits (1) driving a motor vehicle under the influence of alcohol or prescription drugs or the combined influence of such substances, (2) unlawful use of controlled substances, (3) being intoxicated in a public place in such a condition as to be a danger to herself or others, and/or (4) conduct justifying imposition of an injunction prohibiting harassment of Hospital employees in their workplace. Entry of any injunction, judgment, or order against Physician based upon facts, which constitutes the above offenses, shall be a material breach of this Agreement.

5.03 Amendment of Standards. None of the policies, bylaws, rules and regulations of Hospital, Hospital Medical Staff, or Practice shall be altered without Physician's consent. [(or, as a backup position) shall be altered without providing Physician advance notice and a meaningful opportunity to object.]

VI. RELATIONSHIP BETWEEN THE PARTIES

6.01. Professional Relations.

a) Independent Contractor. No relationship of employer and employee is created by this Agreement. In the performance of Physician's work and duties, Physician is at all times acting and performing as an independent contractor, practicing the profession of medicine. District shall neither have nor exercise control or direction over the methods by which Physician performs professional services pursuant to this Agreement; provided, however, that Physician agrees that all work performed pursuant to this Agreement shall be in strict accordance with currently approved methods and practices in Physician's professional specialty and in accordance with the standards set forth in this Agreement.

b) Benefits. Except as specifically set forth in this Agreement, it is understood and agreed that Physician shall have no claims under this Agreement or otherwise against Hospital for social security benefits, worker's compensation benefits, or any other employee benefit of any kind. In addition, Hospital shall have no obligation to reimburse Physician for any costs or expenses associated with Physician's compliance with continuing medical education requirements.

6.02. Responsibility for Own Acts. Each party will be responsible for its own acts or omissions and all claims, liabilities, injuries, suits, demands and expenses for all kinds which may result or arise out of any malfeasance or neglect, caused or alleged to have been caused by either party, their employees or representatives, in the performance or omission of any act or responsibility of either party under this contract. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

6.03 Disclosure of Physician's Information. Neither District or Hospital may disclose any information provided by, or about, Physician in connection with any credentialing or peer review deliberations unless such disclosure is otherwise required by law.

VII. GENERAL PROVISIONS

7.01. No Competition. For a period of six (6) months after this Agreement has been terminated by District for cause, Physician will not, directly or indirectly, solicit or accept employment with the same or similar duties as under this Agreement, with any person, medical group or any other entity that is a competitor with District, or enter into competition with District, either by herself or through any entity owned or managed, in whole or in part by Physician within a sixty (60) mile radius of Hospital. Physician further acknowledges that in the event this section is determined to be unenforceable by a court of competent jurisdiction, the parties agree that this provision shall be deemed to be amended to any lesser area or duration as determined by any court of competent jurisdiction and that the remaining provisions shall be valid and enforceable.

7.02. Access to Records. To the extent required by Section 1861(v)(i)(I) of the Social Security Act, as amended, and by valid regulation which is directly applicable to that Section, Physician agrees to make available upon valid written request from the Secretary of HHS, the Comptroller General, or any other duly authorized representatives, this Agreement and the books, documents and records of Physician to the extent that such books, documents and records are necessary to certify the nature and extent of Hospital's costs for services provided by Physician.

Physician shall also make available such subcontract and the books, documents, and records of any subcontractor if that subcontractor performs any of the Physician's duties under this Agreement at a cost of $10,000.00 or more over a twelve (12) month period and if that subcontractor is organizationally related to Physician.

Such books, documents, and records shall be preserved and available for four (4) years after the furnishing of services by Physician pursuant to this Agreement. If Physician is requested to disclose books, documents or records pursuant to this subsection for purposes of an audit, Physician shall notify Hospital of the nature and scope of such request, and Physician shall make available, upon written request of Hospital, all such books, documents or records. Physician shall indemnify and hold harmless Hospital in the event that any amount of reimbursement is denied or disallowed because of the failure of Physician or any subcontractor to comply with its obligations to maintain and make available books, documents, or records pursuant to this subsection.

Such indemnity shall include, but not be limited to the amount of reimbursement denied, plus any interest, penalties and legal costs.

This section is intended to assure compliance with Section 1861 of the Social Security Act, as amended, and regulations directly pertinent to that Act. The obligations of Physician under this section are strictly limited to compliance with those provisions, and shall be given effect only to the extent necessary to insure compliance with those provisions. In the event that the requirements or those provisions are reduced or eliminated, the obligations of the parties under this section shall likewise be reduced or eliminated.

7.03. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by both parties.

7.04. No Referral Fees. No payment or other consideration shall be made under this Agreement for the referral of patients, by Physician, to Hospital or to any nonprofit corporation affiliated with District.

7.05. Repayment of Inducement. The parties stipulate and agree that the income guaranteed to Physician under this Agreement, the covenants of the District to provide office space, and the covenant of Hospital to provide personal, equipment, and certain other benefits, are the minimum required to enable Physician to relocate herself and her practice to Bishop, California; that she is not able to repay such inducement, and that no such repayment shall be required.

7.06. Assignment. Physician shall not assign, sell, transfer or delegate any of the Physician's rights or duties, including by hiring or otherwise retaining additional physicians to perform services pursuant to this Agreement, without the prior written consent of Hospital.

7.07. Attorneys' Fees. If any legal action or other proceeding is commenced, by either party, to enforce rights, duties, and/or responsibilities under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. As used in this Section 7.07, the term "prevailing party" shall have the meaning assigned by Section 1032(a)(4) of the California Code of Civil Procedure.

7.08. Choice of Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

7.09. Exhibits. All Exhibits attached and referred to herein are fully incorporated by this reference.

7.10. Notices. All notices or other communications under this Agreement shall be sent to the parties at the addresses set forth below:

Hospital: Administrator Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514

Physician: Lynn Leventis, M.D.
4601 3rd Street
La Mesa, CA 91941

Lynn Leventis, M.D.
Northern Inyo Hospital

150 Pioneer Lane
Bishop, CA 93514

Notice may be given either personally or by first-class mail, postage prepaid, addressed to the party designated above at the address designated above, or an address subsequently specified in writing by the relevant party. If given by mail, notice shall be deemed given two (2) days after the date of the postmark on the envelope containing such notice

7.11. Records. All files, charts and records, medical or otherwise, generated by Physician in connection with services furnished during the Term of this Agreement are the property of Physician's Practice. Physician agrees to maintain medical records according to Practice policies and procedures and in accordance with community standards. Each party agrees to maintain the confidentiality of all records and materials in accordance with all applicable state and federal laws. Hospital agrees to permit Physician to have access, during or after the Term of the Agreement, to medical records generated by Physician if necessary in connection with claims, litigation, investigations, or treatment of patients.

7.12. Prior Agreements. This Agreement represents the entire understanding and agreement of the parties as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the matters contained in this Agreement

7.13. Referrals. This Agreement does not impose any obligation or requirement that Hospital shall make any referral of patients to Physician or that Physician shall make any referral of patients to Hospital. The payment of compensation pursuant to section 3.01 is not based in any way on referrals of patients to Hospital.

7.14. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and the remaining provisions shall remain enforceable between the parties.

7.15. Waiver. The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.

7.16. Gender and Number. Use of the masculine gender shall mean the feminine or neuter, and the plural number the singular, and vice versa, as the context shall indicate.

7.17. Authority and Executive. By their signature below, each of the parties represent that they have the authority to execute this Agreement and do hereby bind the party on whose behalf their execution is made

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7.18. Construction. This Agreement has been negotiated and prepared by both parties and it shall be assumed, in the interpretation of any uncertainty, that both parties caused it to exist.

NORTHERN INYO COUNTY PHYSICIAN LOCAL HOSPITAL DISTRICT

By _____
Peter J. Watercott, President
Board of Directors

Lynn Leventis, MD

_____ 3/5/2012
Lynn Leventis, MD

APPROVED AS TO FORM:

_____
Douglas Buchanan NICLHD Legal Counsel

EXHIBIT "A"
SCOPE OF DUTIES OF THE PHYSICIAN
POSITION SUMMARY

The Physician is a Member of the Northern Inyo Hospital Active Medical Staff and the Clinic multidisciplinary care team. Physician provides direct primary medical diagnosis and treatment to Practice and Hospital patients. The Physician will provide services commensurate with the equivalent of a full time Obstetrical and Gynecological Practice. Full time shall mean regularly scheduled office hours to meet the service area demand and performance of surgeries as may be required. All time off will be coordinated with Call coverage such that scheduled time off will not conflict with the Physician's call requirement.
Specifically, the Physician will:

1. Provide high quality primary medical care services.
2. Direct the need for on-going educational programs that serve the patient.
3. Evaluate and develop treatment plans to facilitate the individual healthcare needs of each patient.
4. Work with all Practice personnel to meet the healthcare needs of all patients.
5. Assess, evaluate, and monitor on-going health care and medication of Practice patients.
6. Manage all Obstetrical and Gynecological medical and surgical emergencies.
7. Participate in professional development activities and maintain professional affiliations.
8. Participate with Hospital to meet all federal and state Rural Health Clinic regulations.
9. Accept emergency call as provided herein.

RELOCATION EXPENSE AGREEMENT

THIS AGREEMENT made and entered into this first day of March 2012, by and between the NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT, hereinafter referred to as "District" and LYNN LEVENTIS, MD, hereinafter referred to as "Physician."

I

RECITALS

1.01. District is a Local Healthcare District, organized and existing under the California Local Health Care District Law, Health and Safety Code Section 32000, et seq., with its principal place of business in Bishop, California, at which location it operates Northern Inyo Hospital (hereinafter "Hospital").

1.02. Physician is licensed to practice medicine in the State of California, and is certified by the American Board of Obstetrics and Gynecology. Physician has applied for membership on the Medical Staff of Northern Inyo Hospital. Physician believes that she is qualified for membership on the Provisional Active Medical Staff and Active Medical Staff of the Hospital and is unaware of any impediment to her obtaining such membership.

1.03. The Board of Directors (hereinafter "Board") of District has determined, pursuant to Health & Safety Code section 32121.3, that the Northern Inyo Hospital Medical Staff requires an additional physician practicing Obstetrics and Gynecology in order to insure adequate coverage of that medical specialty and, further, has determined that recruitment of such a physician would be in the best interests of the public health of the communities served by the District and would benefit the District.

1.04. Physician desires to relocate her practice in Bishop, California.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

II

COVENANTS OF THE PARTIES

2.01. Physician agrees to relocate her practice to Bishop, California; to apply for and use her best efforts to obtain membership on the Provisional Active Medical Staff and Active

Medical Staff of Northern Inyo Hospital, with privileges in Obstetrics and Gynecology, to maintain such memberships continuously for an aggregate period of at least two (2) years and to maintain an active practice in Obstetrics and Gynecology in the City of Bishop (or immediately surrounding area), California, for at least two (2) years.

2.02. District agrees to pay up to $15,000, as incurred, to Physician for moving expenses (which shall include items such as moving company fees, U-Haul and other conveyance expenses, travel expenses, and lodging) to support her move to Bishop, California. In addition, District will also remit $5,000 to Physician the first day she sees a scheduled patient.

2.03. Physician agrees that should she fail to perform all of the acts promised in Section 2.01 above, that she shall, not later than thirty (30) days after being given written notice by the District, repay to the District, with interest at the rate of three and six tenths percent (3.6%) a prorated share, representing that portion of the two (2) years in which she is or will not be performing such acts, of those funds expended by the District pursuant to Section 2.02 above. For example, if Physician fulfills her obligations for 20 months, then she shall repay the District, with interest, $3,333.33 (representing $20,000 minus the product of 20/24 x $20,000).

III

GENERAL PROVISIONS

3.01. This is the entire agreement of the parties with respect to the subject matter set forth in the Relocation Agreement. It may not be modified except by a writing signed by each of the parties.

3.02. Any written notice given pursuant to the Agreement shall be deemed given three (3) business days after the day such notice is deposited in the U.S. Mail, first class postage prepaid, addressed to the respective parties as follows:

Administrator
NORTHERN INYO COUNTY LOCAL
HOSPITAL DISTRICT
150 Pioneer Lane
Bishop, CA 93514

Lynn Leventis, MD
4601 3rd Street
La Mesa, CA 91941

Lynn Leventis, M.D.
Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514

3.03. If either party brings legal action to enforce any rights or obligations under this Agreement, the Court shall have the power to award reasonable attorney's fees to the prevailing party.

3.04. The rights and obligations set forth in this Agreement are personal to all parties, and may not be assigned without the express written consent of all parties.

3.05. This Agreement shall be binding upon the heirs, successors, assigns, and personal representatives of the respective parties.

3.06. The parties acknowledge and agree, in accord with the requirements of Health & Safety Code section 32121.3(c) (2), that no payment or other consideration shall be made for the referral of patients to the District's hospital or to any affiliated non-profit corporation, and that no such payment or consideration is contemplated or intended.

3.07 This Agreement shall be interpreted according to the laws of California.

3.08. The term of this Agreement shall be from the first day Physician is granted privileges and is available to fulfill the Agreement obligations, until the last day of the twenty-fourth (24th) month thereafter.

EXECUTED at Bishop, California, and San Diego California on the day and year first above written.

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

By _____
Peter J. Watercott, President
Board of Directors

LYNN LEVENTIS, MD

By _____ 3/5/2012
Lynn Leventis, MD

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PAID TIME OFF (PTO)

PTO combines all vacation time, holiday time and sick leave benefits. Full-time and regular part-time employees earn and accrue a maximum number of hours per pay period to be used for days off with pay including vacations, holidays, and all sick days.

All benefited employees earn PTO according to the following schedule:

Lifetime Benefit Hours (LBH)	Maximum Pay Period Accrual Amount	Number of Pay Periods Per Year	Total PTO Hours Per Year
0.00 to 8,319.99	7.7	26	200.00
8,320.00 to 18,719.99	9.21	26	240.00
18,720.00 or more	10.77	26	280.00

The above hours of PTO are earned only when the full-time employee is paid at least eighty (80) hours during the pay period. Hours above or below 80 will be prorated with a maximum of 1.2. Whenever paid hours (consisting of any combination of time worked, PTO, paid absence, or hours paid by State Disability Insurance, Workers Compensation or Long Term Disability Insurance) are less than fifty-six (56) hours during the pay period, the employee will earn no PTO for that pay period.

Whenever a benefited employee is off work for one consecutive year due to illness or injury, starting with the beginning of the second year of disability that employee must be paid at least fifty-six (56) hours per pay period directly by the hospital in order to earn additional Paid Time Off.

On two designated pay periods in December of each year, benefited employees may elect to receive pay for all or any portion of accrued (earned but not used) PTO to their credit.

Summary of Comments on Microsoft Word - PAID TIME OFF.doc

Page: 1

Number: 1 Author: carriepetersen Subject: Sticky Note Date: 12/12/2011 12:46:47 PM

change to read: On two designated pay periods in December of each year, benefited employees may elect to receive pay for a portion of accrued (earned but not use) PTO to their credit. Employees must leave a minimum of 40 hours in their PTO balance after cash-out.

Memorandum

To: Full-time and Regular Part-time Employees
From: John Halfen, Administrator
Date: ~~December 12, 2011~~December
Subject: "Cashing in" of accrued leave time

On two designated pay periods each year, non-introductory full-time and non-introductory regular part-time employees may elect to receive pay for ~~all or any~~a portion of accrued (earned but not used) paid leave or paid time-off to their credit. Employees must leave a minimum of 40 yours in their PTO balance. Please note that if you were hired prior to January 2004, and you have available Paid Leave the requested hours will be paid from that balance first.

Please use the form below to indicate the number of paid leave or paid time-off hours you wish to cash in for the pay periods ending November ~~19, 2011~~17,2012, and/or December ~~3, 2011~~1, 2012.

In order to have this pay included in your paychecks to be distributed on Friday, November ~~25, 2011~~23, 2012, and/or Friday, December ~~9, 2011~~7, 2012, the form must be turned in to **Accounting** no later than Friday, **November ~~18, 2011~~16, 2012**.

YOU DO NOT NEED TO TURN IN A PAYROLL EDIT ONLY THE FORM BELOW.

Remember - ~~You may request as many hours as you would like but we strongly recommend that you leave a balance of 40 hours so that if you are sick or injured you have the leave to use before SDI begins~~. You will be taxed as one large check. Any amount over 80 hours per pay period may cause you to move to a higher tax bracket and have more withheld than you expected.

Please call Reuben Morgenstein or Cheryl Perea if you have any questions.

==========

I elect to cash in the following number of leave hours for the designated pay periods:

Pay Period Ending	Number of Leave Hours
November ~~19, 2011~~17, 2012	_____
December ~~9, 2011~~7,2012	_____

I understand that:

1. My leave account will be reduced by these hours in the pay periods that I have indicated.
2. I will be taxed based upon the latest W-4 in my file according to the IRS annual tax schedules.

Signed: _____
Employee

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NORTHERN INYO HOSPITAL

Northern Inyo County Local Hospital District

NIH LANGUAGE SERVICES

2012 Annual Report

I. NIH Interpreter Services

In 2011, NIH's interpreters provided **2870 interpreting sessions** in Spanish; this represents an average of 239 sessions per month.

NIH Interpreting Sessions Provided in 2011												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	**Total**
269	188	258	302	223	179	263	254	230	218	214	272	**2870**

II. Language Line Services

Language Line over-the-phone interpreting services used in 2011.

Language Line Services 2011			
	Language	**Calls**	**Minutes**
1	Arabic	2	11
2	Armenian	1	6
3	Danish	1	55
4	French	12	248
5	German	4	55
6	Gujarati	6	81
7	Italian	2	42
8	Japanese	2	66
9	Korean	7	79
10	Pashto	1	3
11	Punjabi	1	32
12	Spanish	355	3718
13	Tagalog	3	55
14	Vietnamese	2	24
	Total	**399**	**4475**

III. Video Interpreting

Video interpreting services used in 2011 for American Sign Language and spoken languages.

HCIN 2011			
	Language	**Calls**	**Minutes**
2	American Sign Language	22	305
3	Korean	5	64
5	Spanish	63	920
	Total	**90**	**1289**

IV. Translations

During 2011, **116 translations** were completed.

V. Highlights

In 2011:

A. NIH contracted the services of "Federal Compliance Consulting LLC." Representing FCCLLC, Bruce L. Adelson, Esq. provided five one-hour presentations entitled, "Keeping it Legal – Effective Health Care Communications and Compliance with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act."

Bruce L. Adelson, Esp., is a former Senior Attorney for the U.S. Department of Justice, Civil Rights Division, where he had national enforcement responsibility for many federal laws including Title VI of the Civil Rights Act of 1964. Now CEO of Federal Compliance Consulting, LLC, Bruce

provides strategic consulting, risk management assessments, training, and technical assistance regarding compliance with federal law. Bruce is a nationally recognized expert concerning Title VI and federal language assistance mandates.

Title VI of the Civil Rights Act of 1964 prohibits discrimination based upon national origin:

"No person in the United States shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Discrimination based on an individual's inability to speak, write, or understand English may be a type of national origin discrimination.

Individuals who are deaf or hard of hearing are protected against discrimination based on their language or communication needs. The Americans with Disabilities Act mandates the use of qualified American Sign Language (ASL) interpreters to assist communicating with the deaf or hard of hearing; ASL is not a signed version of the English language, it is a language of its own.

A total of **203** NIH staff members attended one of the four one-hour presentations; the fifth one-hour presentation was dedicated to medical staff.

B. With the collaboration of medical staff from RHC, I started a Hispanic patient education group. The group's goal is to improve patients' health through education, by providing an open forum for patients to ask health care related questions. The topics ranged from understanding diabetes, healthy meals and exercise, to becoming familiar with high cholesterol and

heart disease. The group met every other week for a period of 4 months. Moving forward the group will become part of the hospital's community outreach and education.

C. Two employees, Leslie Perez and Maricela Martinez, completed the required training and obtained the designation of dual-role interpreter; with their addition to NIH's interpreter list, we have now **13 dual-role interpreters.**

D. We started a performance improvement program for NIH's interpreters.

As part of the ancillary services goal to assess and improve the quality of our services, dual-role interpreters are evaluated on how they perform while interpreting, including adherence to the *California Standards for Healthcare Interpreters: Ethical Principles, Protocols and Guidance on Roles and Intervention.*

The Standards, issued by the California Healthcare Interpreters Association, guide interpreters through what is expected from the interpreter before, during, and after the interpreted encounter.

The Ethical Principles guide the actions of healthcare interpreters, and are consistent with the values and principles of other professions in the health care field. These Principles set the guidelines for professional and ethical conduct to increase interpreting quality. The Ethical Principles are: Confidentiality, Impartial, Respect for Individuals and their Communities, Professionalism and Integrity, Accuracy and Completeness, and Cultural Responsiveness.

The Standardize Interpreting Protocols are procedures standardizing how interpreters work with patients and providers in health care settings. Protocols are a direct consequence of the Ethical Principles.

Protocols of Interpreting and Ethical Principles address different barriers to communication and guide the interpreter through possible interventions in order to facilitate communication between people who do not speak the same language and may not share the same culture.

The purpose of the interpreter's performance improvement program is to ensure high quality health care services for LEP patients through the provision of high quality interpreting services. Interpreters are evaluated in 10 different areas using a scale from 0-10, where 10 is excellent, 5 being competent, and below 5 needing improvement. Over the last six months interpreters have scored from **8.8 to 9.3.**

VI. 2012 Goals

1. Collaborate with the Forms Committee to identify and translate all necessary documents to facilitate implementation of electronic forms in new computer system (Paragon).
2. Continue with the performance improvement evaluation of NIH interpreters.
3. Work with the Admission Services Department to ensure accurate and complete collection of patient's data on race, ethnicity, primary language, and LEP designation.

Sincerely
José García, Language Services Manager
Wednesday, March 21, 2012

THIS SHEET

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INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made effective as of October 24, 2012 (the "Effective Date"), by and between Northern Inyo County Local Hospital District, a California healthcare district (the "District"), and Thomas Davee MD, a board certified Cardiologist with principal office at 343 Elm Street Suite 400 Reno, NV 89503 (the "Consultant").

RECITALS

A. District operates a hospital located at 150 Pioneer Lane, Bishop, California.

B. Consultant is a cardiologist with particular expertise and certification for the interpretation and analysis of echocardiogram test results.

C. Terry Tye is an employee of District licensed by the State of California to administer tests which produce echocardiograms and produce echocardiogram test results for interpretation and analysis.

D. District has its own echocardiogram equipment but is not certified to interpret and analyze echocardiogram test results.

E. District desires to utilize, and consultant desires to provide, services for the interpretation and analysis of echocardiogram test results on the terms and conditions set forth herein.

Therefore, in consideration of the mutual covenants, performances and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Engagement. The District agrees to engage the services of the Consultant, and Consultant agrees to provide his services, as described herein, to the District on the terms and conditions set forth in this Agreement. Consultant shall devote such time to performing his obligations under this Agreement as are necessary or appropriate for the performance of such obligations.

2. Services. Consultant hereby agrees to render for the District the following services (collectively, the "Services"):

(a) Consultant will interpret and analyze echocardiograms and echocardiogram test results which are produced in the scope of their employment by District by either Terry Tye or another technician employed by District having equal qualifications and licensure for patients of the District.

(b) Consultant will present the interpretation and analysis of a Patients' test results to the District in the form of a report (a "Patient Report"),

which will be delivered to the District within 48 hours of the District's submission of a complete Patient Package (defined below).

3. Patient Package.

(a) District's Obligation. As a condition precedent to Consultant's obligation to perform the Services in relation to a particular Patient, the District will transmit to Consultant all of the following information (collectively, a "Patient Package"):

(i) Patient's echocardiogram test results produced by Terry Tye or another technician employed by District having equal qualifications and licensure.

(ii) Patient's treating physician contact information (the "Treating Physician").

(b) Reimbursement fee. District shall pay Physician the sum of seventy five dollars ($75.00) for each completed interpretation. Said sums are payable on the twentieth (20th) day of the calendar month immediately following the service performed.

4. Consultant's Obligations. Consultant shall:

(a) Consultant will apply for and obtain membership in the Northern Inyo Hospital Medical Staff, and maintain such membership at all times, along with such staff privileges as may be required for the discharge of his duties under this Agreement.

(b) Consultant will abide by all District rules, regulations and By-Laws, including but not limited to the By-Laws of the Northern Inyo Hospital Medical Staff.

(c) Consultant will maintain current credentials along with proof of current liability insurance.

(d) Submit the Patient Report to the District by fax or mail, or other electronic means agreed to by the parties;

(e) At all times abide by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as set forth in the Business Associates Agreement attached hereto and made part hereof; and

(f) Promptly inform District of any circumstance that would prevent Consultant from rendering the Services, including, but not limited to, the revocation or loss of any license or certification required by the Medical Board of California in order to perform the Services.

5. Term and Termination. The Services to be rendered by Consultant under this Agreement shall commence upon the Effective Date, and shall be terminable as

follows:

(a) By District upon 30 days written notice to Consultant;

(b) By Consultant upon 90 days written notice to District; or

(c) Upon mutual agreement of the parties.

(d) By District immediately upon occurrence of any of the following:

1. Consultant's death, loss of Northern Inyo Hospital Medical Staff membership, loss of license to practice medicine in California, or loss of Medical Staff privileges required to render services under this Agreement.
2. Consultant's inability to render services under this Agreement.
3. The appointment of a receiver of the assets of Consultant, an assignment by him for the benefit of his creditors, or any action taken or suffered by him with respect to him under any State or federal bankruptcy or insolvency law.
4. Closure of Northern Inyo Hospital.

6. Notices. All notices and other communications to any party will be in writing and mailed or hand delivered to such party, addressed to such party at the address set forth below each party's signature to this Agreement, or at such other address that is designated by such party in a written notice to the other in accordance with this Section. All such notices and other communications will be effective (i) the next business when sent overnight through a recognized overnight courier, (ii) upon receipt when hand delivered, addressed as aforesaid, and (iii) on the 5th day after being deposited into the U.S. mail, postage prepaid, sent certified mail, return receipt requested.

7. Status As Independent Contractor. It is the intention of the parties that Consultant be retained as an independent contractor, and not as an employee or a partner. Accordingly, the Consultant agrees not to hold himself out as an employee or a partner of the District, or act, or omit to act, in such a way as to cause other persons or entities to believe that the Consultant is an employee or partner of the District.

8. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written agreements, negotiations, commitments and understandings of the parties with respect to Consultant's work for the District.

(b) Amendment. This Agreement may not be changed or amended except by a writing executed by both parties hereto.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, legal representatives, successors and assigns.

(d) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

(e) Waiver. No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. All waivers must be in writing, but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

(f) Further Assurances. Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the transactions and provisions contemplated herein.

(g) Severability. If a court, which has jurisdiction, finds that any provision of this Agreement is invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.

The parties hereto have executed this Agreement as of the Effective Date.

DISTRICT:

Northern Inyo Local Hospital District
A California Healthcare District

By: _____
Name: Peter Watercott
Title: District Board President

Attested By: _____
Name: M.C. Hubbard
Title: District Board Secretary

Address: 150 Pioneer Lane
Bishop, CA 93514

CONSULTANT:

Thomas Davee, MD

Signature: _____

Address: 343 Elm Street Suite 400
Reno, NV 89503
Tax ID: 88-0303924

END