



Northern Inyo County Local Hospital District

Board of Directors Regular Meeting

Wednesday May 15 2013; 5:30pm

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

DRAFT AGENDA

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT BOARD OF DIRECTORS MEETING

May 15, 2013 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.

Consent Agenda

3. Approval of the minutes of the April 17, 2013 regular meeting (*action item*).
4. Security report for March 2013 (*information item*).
5. Financial and Statistical Reports for the month of March 2013; John Halfen (*action item*).
 - *The financial roller-coaster ride continued in March, with the organization experiencing another negative month*
 - *Gross Patient Revenue was close to budget for the month and is still very positive for the year at 2.34M better than budget*
 - *Contractuals continue to be a problem coming in at 504K over budget for the month leaving us with 4.5M in Net Patient Service Revenue. Year to date this category is still good at 2.7M better than budget*
 - *On the expense side, total expenses were 369K under budget, leaving us with a manageable 56K loss but still a very positive 3.13M gain for the year-to-date. Adding back Depreciation leaves us with about 5.2M positive cash flow*
 - *After the other and non-operating items we are at a 843K Defecit for the month, and 1.882M for the year to date surplus*

The "ride" will continue as we have received another 1M settlement check from Medicare that will be posted in May
6. Physician Hospitalist Agreement with Catherine Leja, M.D. (*action item*).
7. Approval of Pathology Services Agreement with Eva Wasef, M.D. (*action item*).
8. Rural Health Clinic Staff Physician Agreement for Anne Gasior, M.D. (*action item*).
9. Private Practice Physician Income Guarantee for Anne Gasior, M.D. (*action item*).
10. Physician Hospitalist Agreement with Anne Gasior, M.D. (*action item*).

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11. Administrator's Report; John Halfen.

- | | |
|--------------------------------|---------------------------|
| A. Physician Recruiting Update | C. Phase III |
| B. CMS Survey Response update | D. Managed Medical update |

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

- A. Policy and Procedure approvals (action items):

1. *Reference Laboratory Testing*
 2. *STAT (Laboratory) Testing*
 3. *Emergency Department Laboratory Testing*
 4. *Pediatric Standards of Care and Routines (Revised)*
 5. *NIH Foley Removal Protocol*
 6. *Pediatrician and Infant Support Personnel Attendance at Deliveries*
 7. *Anesthesia Apparatus Checkout*
 8. *Cancer Chemotherapy in consultation with oncologist per protocol; and Chemotherapy Treatment Authorization (form)*
- B. *Medical Staff Participation in CMS Survey Response Process (information item).*
13. Old Business
(None)
14. New Business
- A. Request to authorize CEO to give notice to terminate Biomedical Services Agreement (*action item*).
 - B. Renewal of Radiology Service Contracts and ASiR (Adaptive Statistical iterative Reconstruction) (*action item*).
 - C. Qualities desired in incoming CEO, Don Whiteside (*discussion item*).
 - D. Three-Year Implementation Plan for Hospital Information Exchange Implementation (DSRIP Grant) (*action item*).
 - E. Approval of Payroll Policies and Guidelines revision (*action item*).
15. Reports from Board members on items of interest.
16. Opportunity for members of the public to comment on any items on this Agenda, and/or on any items of interest.
17. 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 pending litigation based on stop notice filed by Strocal, Inc. (Government Code Sections 910 et seq., 54956.9).
 - C. Confer with legal counsel regarding significant exposure of litigation (Subdivision (b) of Government Code Section 54956.9). One potential case.

18. Return to open session, and report of any action taken in closed session.
19. Opportunity for members of the public to address the Board of Directors on items of interest.
20. Adjournment.

**THIS SHEET
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- CALL TO ORDER The meeting was called to order at 5:30 p.m. by John Ungersma, M.D., President.
- PRESENT John Ungersma, M.D. President
M.C. Hubbard, Vice President
Denise Hayden, Secretary
D. Scott Clark, M.D., Treasurer
Peter Watcrott, Member
- ALSO PRESENT John Halfen, Administrator
Robbin Cromer-Tyler, M.D., Chief of Staff
Douglas Buchanan, District Legal Counsel
Sandy Blumberg, Executive Assistant
- ALSO PRESENT FOR
RELEVANT PORTIONS Dianne Shirley, RN; Performance Improvement Coordinator
- OPPORTUNITY FOR
PUBLIC COMMENT Doctor Ungersma asked if any members of the public wished to comment on any items on this agenda. No comments were heard.
- CONSENT AGENDA The proposed consent agenda for this meeting contained the following items:
 1. Approval of the minutes of the March 20, 2013 regular meeting (*action item*)
 2. Security report for February 2013 (*information item*)
 3. Financial and Statistical Reports for the month of February 2013 (*action item*)

It was moved by M.C. Hubbard, seconded by Peter Watcrott, and passed to approve the proposed consent agenda as presented, including a two word addition being made to the minutes.
- ACCOUNTABLE CARE
ORGANIZATION
PRESENTATION Mr. Halfen introduced Ms. Lynn Barr with Tahoe Forest Healthcare District, who was present to discuss the current status of Accountable Care Organization (ACO) development and what Northern Inyo Hospital's (NIH's) choices may be on this subject in the future. Ms. Barr's presentation consisted of:
 - An ACO overview and definition
 - Review of our options regarding partnering with Renown Hospital to become a member of an ACO
 - Possible National Rural ACO options

Ms. Barr stated that the Centers for Medicare and Medicaid Services (CMS) has defined an ACO as "an organization of health care providers that agrees to be accountable for the quality, cost, and overall care of Medicare beneficiaries who are enrolled in the traditional fee-for-service program who are assigned to it". If defined quality measures are achieved and costs of services are reduced, an ACO can receive up to 50% of the resulting savings created. In order to survive financially,

small hospitals will need to do everything possible to capitalize on the benefits that can be attained by being part of an Accountable Care Organization and avoid the potential risks of being part of the system. The net result of the proposed ACO program is to develop a system where healthcare becomes a fee-for-value system, rather than a fee-for-service system. The following additional points were included in Ms. Barr's presentation:

- Because membership in an ACO requires a minimum of 5,000 Medicare beneficiaries, small rural hospitals will have to either join forces to form an ACO, or partner with a larger organization
- 12 Rural hospitals in this region are actively discussing the possibility of forming a "Sierra Crest ACO", to partner with Renown Hospital in Reno
- Joining a National Rural ACO program may be a possibility in the future
- ACO's that have already formed are experiencing a high failure rate. It is extremely important that we plan carefully and do everything possible to be successful while operating within the ACO model
- The goal of the ACO program is to reduce healthcare costs overall, and to incentivize healthcare providers to keep their population healthy vs. reactively caring for them once they are sick. Physician services should increase under the ACO plan, and hospital services should decrease
- The ACO plan allows for patient choice regarding where they may go for services
- The majority of healthcare costs are incurred by 5% of the population. One of the main goals of the ACO model is to improve the health of that 5% who fall into the at-risk portion of the population.

Ms. Barr stated that the time to make a decision regarding participation in an ACO is short, and the proposed Sierra Crest ACO will need to submit a letter of intent by May 20 2013. She then answered questions at length from the Board and from those present at this meeting. At the close of discussion, Ms. Barr and Mr. Halfen stated that they will continue to provide updates on this subject, and we can expect to hear a lot more about ACO's in the future.

ADMINISTRATOR'S
REPORT

Due to the length of the ACO presentation and discussion, Mr. Halfen did not present an Administrators' report at this meeting.

CHIEF OF STAFF
REPORT

Chief of Staff Robbin Cromer-Tyler M.D. reported there were no Medical Staff items of importance to discuss at this meeting.

OLD BUSINESS

CEO SUCCESSION
PLAN UPDATE

Mr. Halfen stated following review and consideration of the Chief Executive Officer (CEO) search proposal received from *HFS Consultants*, it is his recommendation that the Board select HFS to conduct the search for the hospital's next CEO. The primary reason for this recommendation is that HFS clearly has a closer affiliation with California Rural Hospitals than the other candidates, and is much more familiar with the California market than the other firms. Following brief discussion it was moved by D. Scott Clark, M.D., seconded by Ms. Hubbard, and passed to accept the HFS CEO search proposal, and to retain Mr. Don Whiteside to conduct the search.

RURAL HEALTH
CLINIC POLICY AND
PROCEDURE
APPROVALS

Doctor Ungersma called attention to the following policies and procedures that have been reviewed and approved by the appropriate Medical Staff Committees, and are now being recommended for Board approval:

- *Rural Health Clinic Provider Peer Review Policy*
- *Rural Health Clinic Provider Quality Assurance Policy*

It was moved by Doctor Clark, seconded by Denise Hayden, and passed to approve both policies and procedures as recommended.

AMENDMENT TO
HOSPICE OF THE
OWENS VALLEY
BYLAWS

Mr. Halfen called attention to a proposed amendment to the by-laws of the Hospice of the Owens Valley, which will in effect sever the business relationship between the Hospice and Northern Inyo County Local Hospital District. Following careful review and consideration, the amendment now meets with the approval of both Administration and District Legal Counsel. Discussion on the fact that the bylaws still allow for the hospital Administrator and Chief Nursing Officer (CNO) to be members of the Hospice Advisory Board, and Mr. Halfen noted that the intent of maintaining that relationship is mainly to assist in a smooth transition regarding disposition of the Hospice building. Following further discussion, it was moved by Ms. Hubbard, seconded by Doctor Clark, and passed to approve the amendment to the bylaws of the Hospice of the Owens Valley, providing a deletion is made of the statement stating that the hospital CEO and CNO will be members of the Hospice Advisory Board.

LANGUAGE SERVICES
ANNUAL REPORT

Language Services Manager Jose Garcia presented the annual report of Language Services provided at NIH, which contained the following items:

- 3046 Interpreting Sessions were provided during 2012, which represents an approximate 6% increase in volume
- A total of 392 calls (for 4915 minutes) were logged using the Language Line phone interpreting system
- The hospital currently employs 10 dual role interpreters (down from 13 interpreters in 2011)
- Video interpreting sessions almost doubled during 2012
- Spanish is by far the most frequent language requiring interpreting, followed by Korean and Punjabi

The Board commended Mr. Garcia on the excellent quality of the interpreting program at NIH. It was moved by Doctor Clark, seconded by Ms. Hubbard, and passed to approve the annual Language Services Report as presented.

RHC CENTRICITY
UPGRADE & PRACTICE
MANAGEMENT
SYSTEM PURCHASE &
IMPLEMENTATION

NIH Informatics Specialist Robbin Cassidy referred to a proposal to purchase a Centricity Electronic Medical Record (EMR) upgrade and Practice Management System for the Rural Health Clinic (RHC). Ms. Cassidy noted the RHC is currently using a 2006 version of Centricity, and this upgrade is long overdue. The upgrade is needed to meet Meaningful Use requirements, and is ICD 10 implementation ready. A large portion of the cost for these 2 items may potentially be covered by Electronic Health Record (HER) incentive funds. Ms. Cassidy additionally stated that following careful review and consideration by hospital staff and physicians, a recommendation is being made to purchase this G.E. Centricity Practice Management System for use at RHC rather than the McKesson practice management product. Following review of the information provided, it was moved by Ms. Hayden, seconded by Ms. Hubbard, and passed to approve the Centricity upgrade and Practice Management System purchase and implementation as requested. Mr. Buchanan noted that a correction to the Quatris services agreement should be made to change the jurisdiction for any claim mediation from Tarrant County, Texas, to Independence, California.

RADIOLOGY SERVICES
AGREEMENT WITH
TAHOE CARSON
RADIOLOGY

Mr. Halfen called attention to a renewal of the Department of Radiology Service Agreement with Tahoe Carson Radiology (TCR). He noted there have been some "bumps in the road" in the hospital's relationship with TCR, and this renewal agreement allows for 60 days notice being given in order to terminate the contract if necessary. Mr. Halfen also called attention to section 4.06 A of the agreement, noting it should be stricken in its' entirety. Following review of the information provided, it was moved by Mr. Watercott, seconded by Ms. Hayden, and passed to approve the Radiology Services Agreement with Tahoe Carson Radiology as requested, with item 4.06 A being stricken from the agreement. Doctor Clark expressed his feeling that TCR does not appreciate the services of Thomas McNamara M.D. as much as this community does, and we should make it clear to TCR that the continuation of Doctor McNamara's services is an important part of our agreement.

RHC STAFF
AGREEMENT, ALICE
CASEY M.D.

Mr. Halfen called attention to a renewal RHC Staff Physician Agreement with Alice Casey M.D.. The agreement is a straight renewal, with only the dates for the term of the contract being changed. It was moved by Mr. Watercott, seconded by Ms. Hayden, and passed to approve the RHC Staff Physician renewal Agreement with Alice Casey, M.D. as requested.

APPROVAL OF NIH
SCOPE OF SERVICES

Mr. Halfen then called attention to a proposed *Scope of Services* listing of patient services provided at Northern Inyo Hospital. Upon review of the

proposed document, the following changes were made:

- The Rural Health Clinic's hours of operation should be specified
- Vascular Services should be moved from the "not offered" list to the "Surgical Services" list

It was moved by Mr. Watercott, seconded by Ms. Hayden and passed to accept the list of Northern Inyo Hospital *Scope of Services*, including the changes suggested.

EMPLOYEE
SATISFACTION
ASSESSMENT

Mr. Halfen introduced Ms. Vicki Bauer, who was in attendance to present her findings and recommendations following the recent Employee Satisfaction Assessment. Ms. Bauer thanked the Board for the opportunity to conduct the assessment, stating her feeling that NIH staff is very caring, and the Board should be very proud of group of people that the hospital employs. Ms. Bauer explained her process for conducting the Employee Satisfaction Survey, stating that her main goal was to determine what employees feel works at this hospital, and what they feel needs improvement. Employee response was extremely good, and far more employees participated in the interviews that Ms. Bauer expected. Ms. Bauer presented a verbal (not paper) report, stating that some of her main findings and recommendations are as follows:

- It is important that the hospital mission continues to drive the work that is done here
- Hospital staff is pleased with their pay, benefits, and retirement program
- Employees gave high marks to Administration regarding the financial accountability of the hospital, however they also feel that making money may be becoming too important as a driving force
- Clinical staff appreciates the low patient to staff ratio
- The main focus of hospital employees is to ensure that NIH provides quality patient care
- The "family feel" of the hospital workplace has always been appreciated, however employees feel we are losing ground in this area
- The excessive amount of change we have undergone in the past 2 years has caused a strain on hospital staff
- With all of the changes we have already been through, and knowing that more are still to come, we need to determine "who we want to be when we grow up"
- Recommendations:
 1. Chart a clear path forward, and participate in strategic planning for the future
 2. Reaffirm the mission of the hospital
 3. Improve and change any inconsistent hiring, firing, and promotion practices
 4. Ensure that there is no unequal application of rules. Ensure that unfairness issues do not exist regarding behavior expected of hospital managers vs. behavior expected of hospital staff.

5. Realize that when undesirable management conduct goes unchecked, this results in disillusionment of the rest of the staff
6. Continue to work on improving family leave policies – good progress has been made on this subject already
7. Policies and procedures should never be ignored, nor should
8. they ever be unequally applied
9. Promotion policies should be formalized and clearly understood
10. Review the model used for employee hiring, promotion, and termination.
11. Formalize personnel policies to create better accountability
12. Encourage a management team approach
13. Employees feel communication is lacking – work toward solutions to improving internal communication, as well as communication between managers and their employees
14. Middle managers feel they are under a lot of stress and are being given an increased amount of responsibility
15. When employees are promoted for their job skills, it doesn't automatically make them good managers. Look into creating management training opportunities
16. Managers should be able to fill in on their units, within reason
17. The new building is loved, but it has changed our environment. Staff feels they are more isolated from each other than in the past
18. Human Resources should report directly to the Administrator
19. Desired qualities for the (new) incoming CEO include: an interest in shared governance; inspirational leadership; financial skills; honesty, integrity, and people skills. Careful selection of the next CEO is of extreme importance – a lot is riding on the hospital's future executive team.

Ms. Bauer again thanked the Board for the opportunity to conduct the Employee Assessment, and also stated that Board members may feel free to contact her if they have additional questions.

BOARD MEMBER
REPORTS

Doctor Ungersma asked if any members of the Board of Directors wished to report on any items of interest. He then reported the Association of California Healthcare Districts (ACHD) is advocating for AB 900, which would reverse cuts made to MediCal and Skilled Nursing Facilities. No other reports were heard.

OPPORTUNITY FOR
PUBLIC COMMENT

Doctor Ungersma then asked if any members of the public wished to comment on any items of interest and/or on any items listed on the agenda for this meeting. NIH Pharmacy Director Jillene Freis complimented Mr. Halfen on his implementation of weekly meetings between hospital managers and their direct reports, which were introduced in an effort to improve internal communication. Stacey Brown, M.D. thanked the

Board for their support of the Centricity upgrade and Practice Management System purchase for the Rural Health Clinic. Mr. Halfen also introduced Interim Chief Nursing Officer Kathy Decker, RN, stating that we are all extremely glad that Ms. Decker is on board. No additional comments were heard.

CLOSED SESSION

At 8:57 p.m. Doctor Ungersma reported the meeting would adjourn 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. Confer with legal counsel regarding pending litigation based on stop notice filed by Strocal, Inc. (Government Code Sections 910 et seq., 54956.9).
- C. Confer with legal counsel regarding significant exposure of litigation (Subdivision (b) of Government Code Section 54956.9). One potential case.

RETURN TO OPEN
SESSION AND REPORT
OF ACTION TAKEN

At 10:16 p.m. the meeting returned to open session. Doctor Ungersma reported the Board took no reportable action.

OPPORTUNITY FOR
PUBLIC COMMENT

Doctor Ungersma again asked if any members of the public wished to address the Board of Directors on any items of interest. No comments were heard.

ADJOURNMENT

The meeting was adjourned at 10:17 p.m..

John Ungersma, M.D., President

Attest:

Denise Hayden, Secretary

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NORTHERN INYO HOSPITAL

SECURITY REPORT

MARCH 2013

FACILITY SECURITY

Access security during this period revealed nineteen exterior doors found unsecured during those times when doors were to be secured. Two interior doors were located unsecured during this same period.

Two hospital vehicles were found unlocked during this period.

ALARMS

On March 8th a HUGGS Alarm was falsely activated.

On March 29th, an Elevator Alarm was activated. Security responded to the Alarm and was unable to locate anyone and the elevators were working properly.

HUMAN SECURITY

On March 9th, ICSO arrived at the Emergency Department with seventeen year old, combative, arrestee for a Medical Clearance Exam. The arrestee was extremely uncooperative and was ultimately restrained until the examination was complete.

On March 14th, ICU Staff paged a Dr. Strong for a combative ICU patient. This patient was restrained without further incident.

On March 14th, Security Staff was called to the ICU for another uncooperative and slightly aggressive, patient. Security stood by and the patient eventually agreed to cooperate. Security was called back to this situation later and found the patient to be combative and unwilling to cooperate with Staff. The patient was restrained without incident.

On March 15th, Security was called to Med / Surg for an uncooperative patient. The patient was counseled and agreed to comply with requests from Staff.

On March 16th, an uncooperative and disruptive patient was treated in the ED and then discharged. Upon discharge, the patient wanted to remain in the waiting area throughout the duration of the night. Efforts were made to find this subject a ride and or provide transportation to another location. The patient continued to be disruptive and refused any efforts of Staff to assist in any reasonable way. This subject was again asked to leave Campus and he refused. The Police Department was called and this subject was advised of trespass. The subject did leave Campus prior to the arrival of Law Enforcement.

On March 17th, Security was called to the ED for a patient that was passively aggressive and disruptive. Security Staff counseled this subject and was able to gain cooperation throughout treatment and discharge.

On March 17th, EMS and ICSO presented at the ED with an extremely intoxicated, fifteen year old, female arrestee. This patient was extremely combative, very profane and extremely uncooperative. The patient was immediately restrained and remained so throughout treatment. This patient remained for observation and not transported for custody.

On March 22nd, Security located a local, transient, male attempting entry into the Hospital. Upon further investigation it was determined this subject was trying to find a cup of coffee. This subject left Campus upon the request of Security.

On March 23rd, Security was called to the ED prior to the arrival of ICSO, who reportedly requested other Law Enforcement resources for a combative arrestee. This patient was medically cleared without incident.

On March 23rd, Security was called to the ED for an intoxicated, combative, female juvenile. The patient was restrained as she continued to be combative and refused to cooperate with Staff. This patient was treated and discharged to family.

ON March 29th, Security was called to Med / Surg for a dissatisfied, belligerent patient. This patient was counseled and Security stood by until the patient calmed down.

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

Security stood by with seven suspected 5150's this month.

Security provided forty-nine patient assists during this period.

EOC REPORTING INFORMATION

FIRE DOORS / OPEN OR PROPPED

0

TRESPASSING

2

VANDALISM

0

DISORDERLY CONDUCT

By Patient

8

By Others

0

SUSPICIOUS PERSON / VEHICLE / ACTION

1

PERSONAL PROPERTY DAMAGE / LOSS

0

HOSPITAL PROPERTY DAMAGE / LOSS

0

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NORTHERN INYO HOSPITAL
STATEMENT OF OPERATIONS
for period ending March 31, 2013

	ACT MTD	BUD MTD	VARIANCE	ACT YTD	BUD YTD	VARIANCE
Unrestricted Revenues, Gains & Other Support						
Inpatient Service Revenue						
Ancillary	466,543	580,728	(114,185)	5,060,349	5,132,880	(72,531)
Routine	2,158,430	1,921,142	237,288	19,750,907	16,980,408	2,770,499
Total Inpatient Service Revenue	2,624,973	2,501,870	123,103	24,811,256	22,113,288	2,697,968
Outpatient Service Revenue	5,509,744	5,710,301	(200,557)	50,122,378	50,471,672	(349,294)
Gross Patient Service Revenue	8,134,717	8,212,171	(77,454)	74,933,634	72,584,960	2,348,674
Less Deductions from Revenue						
Patient Service Revenue Deductions	115,103	178,677	(63,574)	1,746,241	1,579,274	166,967
Contractual Adjustments	3,436,449	3,025,793	410,656	29,081,629	26,744,109	2,337,520
Prior Period Adjustments	32	-157,464	157,496	-3,500,504	-1,391,778	(2,108,726)
Total Deductions from Patient Service Revenue	3,551,585	3,047,006	504,579	27,327,366	26,931,605	395,761
Net Patient Service Revenue	4,583,132	5,165,165	427,125	47,606,268	45,653,355	2,744,436
Other revenue	24,612	27,782	(3,170)	669,886	245,549	424,337
Transfers from Restricted Funds for Operating Exp	102,014	98,467	3,547	918,122	870,320	47,802
Total Other Revenue	126,625	126,249	376	1,588,008	1,115,869	472,139
Expenses:						
Salaries and Wages	1,760,860	1,799,842	(38,982)	15,787,003	15,908,271	(121,268)
Employee Benefits	1,196,726	1,119,159	77,567	10,583,468	9,891,914	691,554
Professional Fees	372,893	499,061	(126,168)	4,344,342	4,411,065	(66,723)
Supplies	405,465	526,582	(121,117)	4,336,624	4,654,288	(317,664)
Purchased Services	216,557	237,467	(20,910)	2,297,611	2,098,889	198,722
Depreciation	262,269	322,518	(60,249)	2,102,751	2,850,641	(747,890)
Interest Expense	176,601	180,906	(4,305)	1,787,716	1,598,974	188,742
Bad Debts	132,173	203,071	(70,898)	2,189,871	1,794,885	394,986
Other Expense	242,498	246,663	(4,165)	2,626,509	2,180,195	446,314
Total Expenses	4,766,040	5,135,269	(369,229)	46,055,893	45,389,122	666,771
Operating Income (Loss)	(56,283)	156,145	(212,428)	3,138,382	1,380,102	1,758,280
Other Income:						
District Tax Receipts	42,397	44,530	(2,133)	381,570	393,586	(12,016)
Partnership Investment Income	0	3,822	(3,822)	0	33,782	(33,782)
Grants and Other Contributions						
Unrestricted		21,233	(21,233)	48,635	187,672	(139,037)
Interest Income	11,136	7,252	3,884	79,754	64,101	15,653
Other Non-Operating Income	-5,499	3,144	(8,643)	95,605	27,790	67,815
Net Medical Office Activity	-864,178	-84,931	(779,247)	-1,911,083	-750,677	(1,160,406)
340B Net Activity	40,291	47,254	(6,963)	451,663	417,665	33,998
Non-Operating Income/Loss	(775,854)	42,304	(818,158)	(853,856)	373,919	1,227,775
Net Income/Loss	(832,137)	198,449	(1,030,586)	2,284,527	1,754,021	2,986,055
Extraordinary Items*						
Total Extraordinary Items	-11,455	-10,881	(574)	-402,306	-96,174	(306,132)
Net Income/Loss Including Extraordinary Items	(843,593)	187,568	(1,031,161)	1,882,221	1,657,847	224,374

*Extraordinary Items are 1998 Revenue Bond Cost of Issuance and Bond Insurance for redeemed Bond Issue

*Northern Inyo Hospital
Balance Sheet
Period Ending March 31, 2013*

Current Assets:	
Cash and Equivalents	469,913
Short-Term Investments	7,044,040
Assets Limited as to Use	0
Plant Replacement and Expansion Fund	2
Other Investments	1,178,290
Patient Receivable	40,077,584
Less: Allowances	-28,801,238
Other Receivables	719,587
Inventories	3,177,168
Prepaid Expenses	1,044,701
Total Current Assets	<u>24,910,048</u>
Internally Designated for Capital Acquisitions	827,166
Special Purpose Assets	744,501
Revenue Bonds Held by a Trustee	2,562,251
Less Amounts Required to Meet Current Obligations	0
Assets Limited as to use	<u>4,133,918</u>
Long Term Investments	100,000
Property & equipment, net Accumulated Depreciation	90,549,854
Unamortized Bond Costs	735,247
Total Assets	<u><u>120,429,067</u></u>

*Northern Inyo Hospital
Balance Sheet
Period Ending March 31, 2013*

Liabilities and Net Assets

Current Liabilities:

Current Maturities of Long-Term Debt	249,314
Accounts Payable	978,380
Accrued Salaries, Wages & Benefits	3,849,338
Accrued Interest and Sales Tax	788,458
Deferred Income	127,190
Due to 3rd Party Payors	1,900,000
Due to Specific Purpose Funds	350,759
Total Current Liabilites	<u>8,243,439</u>

Long Term Debt, Net of Current Maturities	55,167,747
Bond Premium	1,425,385
Total Long Term Debt	<u>56,593,132</u>

Net Assets	
Unrestricted Net Assets	54,847,995
Temporarily Restricted	744,501
Net Income	
Total Net Assets	<u>55,592,497</u>

Total Liabilities and Net Assets	<u><u>120,429,067</u></u>
	0

Investments as of 3/31/2013

	Purchase Dt	Maturity Dt	Institution	Broker	Rate	Principal
1	3/2/2013	4/1/2013	LAI (Walker Fund)	Northern Inyo Hospital	0.29%	321,667.49
2	3/4/2013	4/1/2013	Local Agency Investment Fund	Northern Inyo Hospital	0.29%	4,000,000.00
3	3/2/2013	4/1/2013	Multi-Bank Securities	Multi-Bank Service	0.01%	2,572,372.49
4	5/20/2010	5/20/2013	First Republic Bank-Div of BOFA	Financial Northeaster Corp.	2.40%	150,000.00
5	5/20/2010	5/20/2015	First Republic Bank-Div of BOFA	Financial Northeaster Corp.	3.10%	100,000.00
			Total			\$7,144,039.98

Northern Inyo Hospital
Monthly Report of Capital Expenditures
Fiscal Year Ending JUNE 30, 2013
As of March 31, 2013

MONTH APPROVED BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
FY 2011-12	Transport Monitor for PACU to be purchased by NIH Auxillary Donation	15,000 *
	Additional Copper and Fiberoptic Cable	29,884
	Paragon Physician Documentation Module	137,254
	Ultrasound Machine	165,694 *
	AMOUNT APPROVED BY THE BOARD IN THE PRIOR FISCAL YEARS TO BE EXPENDED IN THE CURRENT FISCAL YEAR	<u>347,832</u>
FY 2012-13	Breast Ultrasound GE Capital Lease	200,000
	Digital Radiography Upgrade to Radiology Room 2	100,000
	Zimmer Orthopedic Power Equipment	44,115
	Invivo HD 8ch Foot/Ankle Coil for MRI	41,600
	Magnitude Outdoor Walk-in Freezer	52,550
	Paragon Rules Engine/Meaningful Use Stage 2 QeM Plus annual fees	60,360
	AMOUNT APPROVED BY THE BOARD IN THE CURRENT FISCAL YEAR TO BE EXPENDED IN THE CURRENT FISCAL YEAR	<u>498,625</u>
	Amount Approved by the Board in Prior Fiscal Years to be Expended in the Current Fiscal Year	347,832
	Amount Approved by the Board in the Current Fiscal Year to be Expended in the Current Fiscal Year	<u>498,625</u>
	Year-to-Date Board-Approved Amount to be Expended	846,457
	Year-to-Date Administrator-Approved Amount	340,739 *
	Actually Expended in Current Fiscal Year	<u>0 *</u>
	Year-to-Date Completed Building Project Expenditures	0 *
	TOTAL FUNDS APPROVED TO BE EXPENDED	<u><u>1,187,196</u></u>

Northern Inyo Hospital
 Monthly Report of Capital Expenditures
 Fiscal Year Ending JUNE 30, 2013
 As of March 31, 2013

MONTH APPROVED BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
	Total-to-Date Spent on Incomplete Board Approved Expenditures	0

Reconciling Totals:

Actually Capitalized in the Current Fiscal Year Total-to-Date	340,739
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	<u>846,457</u>
ACTUAL FUNDS APPROVED IN THE CURRENT FISCAL YEAR TOTAL-TO-DATE	<u><u>1,187,196</u></u>

For 2012 Asset receive 2013

Donations by Auxiliary	60,000
Donations by Hospice of the Owens Valley	0
+Tobacco Funds Used for Purchase	<u>0</u>
	60,000

Northern Inyo Hospital
Monthly Report of Capital Expenditures
Fiscal Year Ending JUNE 30, 2013
As of March 31, 2013

Administrator-Approved Item(s)	Department	Amount	Month Total	Grand Total
McKesson Health Languge Content Software	Information Technology	7,803		
McKesson FDB Enhanced Data Bundle Softv	Information Technology	9,951		
McKesson American Hospital Formulary	Information Technology	6,264		
McKesson FDB Order View	Information Technology	6,998		
VICON KRX-45V Video Decoder & Camera	Security	9,365		
SURESIGNS VS-3 MONITORS W/STAND	Ortho Clinic	3,146		
Supply Cabinet for Skytron	Surgery	4,943		
Plumbing for Icemaker	Perintal Unit	4,615		
MONTH ENDING MARCH 31, 2013			53,086	340,739

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NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT, a political subdivision organized and existing pursuant to the Local Hospital District Law (Health and Safety Code Section 32000, et seq.) of the State of California, hereinafter referred to as "District", and Catherine Leja, MD agree as follows:

PART I RECITALS

1. District is the owner and operator of Northern Inyo Hospital located in Bishop, California. As a community service, District conducts a Hospitalist Service, hereinafter referred to as "Service", to serve the members of the community and other persons who may require immediate medical and/or hospital service.
2. Physician is duly licensed under the laws of the State of California, and has experience in providing primary and intensive patient care.
3. District has concluded that engaging Physician is the most desirable course of action considering both the cost and quality of service, as compared to other arrangements and providers available to the District.
4. The parties desire to enter into this agreement in order to provide a full statement of their respective responsibilities in connection with the operation of the physician hospitalist services at Northern Inyo Hospital.

PART II AGREEMENTS

1. **Space.** District shall make available for the use of Physician during the term hereof and during the hours hereinafter specified, the space that is now or may be hereafter occupied by the Service. District shall also provide Physician an appropriately furnished room in which he/she may rest when his/her services are not otherwise required, together with meals while he/she are on duty. In addition, Physician will be provided with office space suitable for the administration of the Service.
2. **Equipment and Supplies.** District shall provide, at its own expense, for the use of Physician, all necessary expendable and non-expendable medical equipment, drugs, supplies, furniture and fixtures as are necessary for the efficient operation of the Service. District shall consult with Physician regarding decisions that affect the selection and furnishing of particular facilities, equipment and supplies.

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

3. Maintenance. District shall maintain and repair all equipment and shall provide utilities and services such as heat, water, electricity, telephone service, laundry and janitorial service.

4. Physician Services. In order to provide quality Hospitalist care on a prompt and continuing basis, available at all times at Hospital to the community, Physician agrees to provide the professional services of duly licensed Physician in the Service 24 hours a day, seven days a week on a scheduled weekly basis (rotation). Said services are delineated, but are not limited to, on Schedule A of this agreement.

Physician shall respond to in-house emergencies in the same manner as other members of the Medical Staff, and shall make pronouncements of death when attending Physician is not immediately available.

Physician may be granted limited admitting privileges for patients without a private physician. Procedures, rules and regulations with respect to such privileges, and the obligations of Physician to make referrals to the "on-call" panel and other Physicians and other matters related thereto, shall be as set forth in the Medical Staff-By-Laws, rules and regulations or as otherwise determined by the Medical Staff Executive Committee or the Hospitalist Service Committee if any with the approval of the Board of Directors.

5. Standards. It is understood and agreed that the standards of professional practice and duties of Physician shall from time to time be set by the Medical Staff of Hospital, and Physician shall abide by the by-laws, rules and regulations of the Medical Staff and Hospital policies. Further, Physician shall cause the Service to comply with those standards and requirements of the Joint Commission and the California Medical Association, which relate to the Service over which Physician has control.

6. Personnel. District shall provide the services of licensed registered and vocational nurses and other non-physician technicians and assistants necessary for the efficient operation of the Service. Normal direction and control of such personnel for professional medical matters shall rest with Physician. The selection and retention of all non-physician personnel is the responsibility of District.

7. District and Government Authorities. Physician, in connection with the operation and conduct of the Service, shall comply with all applicable provisions of law, and other valid rules and regulations of the District's Board of Directors, its organized Medical Staff and all governmental agencies having jurisdiction over: (i) the operation of the District and services; (ii) the licensing of health care practitioners; (iii) and the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care at the District, including but not limited to rules and regulations promulgated with respect to the transfer of patients from the Hospitalist Service.

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

8. Independent Contractor. No relationship of employer or employee is created by this Agreement, it being understood that Physician will act hereunder as independent contractor, and that the Physician shall not have any claim under this Agreement or otherwise against District for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation benefits, or employee benefits of any kind; that District shall neither have not exercise any control or direction over the methods by which physicians shall perform their work and functions, which at all times shall be in strict accordance with currently approved methods and practices in their field; and that the sole interest of District is to ensure that said Hospitalist service shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with the standards required by the Medical Staff of District. Physician is allowed to work for or have a private practice while providing services for Northern Inyo County Local Hospital District.

9. Compensation. Physician shall receive \$8500.00 for each full rotation worked, and shall further receive compensation for production and efficiency according to the scale set out on Schedule B to this Agreement. Physicians residing out of District shall also receive travel compensation according to Schedule B.

10. Daily Memoranda and Billing. District agrees to act as Physician's designated billing and collection agent. Physicians shall file with the Business Office of District periodic memoranda on forms agreed upon between the parties, covering services performed at the fees herein above mentioned and shall and does hereby assign the collection of said charges to District. Hospital's charges to the patient shall be separate and distinct from the charges by Physician; however, patient may be sent a billing, which may include a combined Hospital and Physician's charge. If the patient's billing includes such a combined charge, it must be clearly indicated that the charge includes Physician's professional component and that District is acting as billing agent for Physician. Physician agrees to participate in all compliance efforts of Hospital.

Within 10 days of the receipt of an invoice or request for funding from the physician, the District shall present to Physician a check representing the payment for services rendered in the preceding month. Payments will be made on a monthly basis. Monthly payments shall be made by the Hospital to Physician before the 15th day of the month after which services are rendered.

Payment of all sums under this part shall be made to Physician at the following address:

Catherine Leja, MD
153 B Pioneer Lane
Rural Health Clinic
Bishop, CA 93514

11. Liability Insurance. Physician agrees to procure and maintain, throughout the term of this Agreement, at his/her sole expense, a policy of professional liability (malpractice) insurance

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

coverage with limits of at least \$1,000,000 for any one occurrence, and \$3,000,000 annual aggregate coverage per subcontracting physician. District agrees to cooperate with the Physician in connection with the purchase and maintenance of such coverage.

12. Not Exclusive. It is specifically agreed and understood that Physician shall not be required to, nor is it anticipated, that Physician will devote full time to District, it being understood that Physician may have additional enterprises and other Hospitalist or other service agreements.

13. Assignment. Physician shall not assign, sell or transfer this Agreement or any interest therein without the consent of the District in writing first had and obtained. Notwithstanding any of the foregoing, it is understood and agreed that, in the event that Physician forms an alternative professional organization, duly authorized under the laws of this State to practice medicine, said alternative professional organization may be substituted in the place of Physician, with all of the rights and subject to all of the obligations of Physician under the terms of this Agreement. Said substitution shall be effected upon Physician giving written notice to District.

14. Term. The term of this Agreement shall be from January 1, 2013 through January 1, 2016.

In addition, Hospital may terminate this Agreement and all rights of Physician hereunder, without notice, immediately upon the occurrence of any of the following events:

1. Upon the failure of Physician to provide the services required to be provided by Physician for a period in excess of one (1) hour unless other acceptable coverage is arranged.
2. Upon a determination by a majority of Hospital's Board of Directors, after consultation with; the Executive Committee of the Medical Staff, that Physician, or any physician provided by Physician have been guilty of professional incompetence, have failed to maintain the Service in a manner consistent with the highest standards maintained for the operation of the Service in comparable hospitals, or are otherwise bringing discredit upon the Hospital or its Medical Staff in the community.
3. Immediately upon the appointment of a receiver of Physician's assets, as assignment by Physician for the benefit of its creditors or any action taken or suffered by Physician (with respect to Physician) under any bankruptcy or insolvency act.
4. Upon Physician's failure to maintain membership on the Active Medical Staff of Northern Inyo Hospital.

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

15. Amendment. This Agreement may be amended at any time by written agreement duly executed by both parties.

16. Attorney's Fees. In the event that suit is brought regarding the provisions of this Agreement or the enforcement thereof, the prevailing party shall be awarded its cost of suit and reasonable attorney's fees as a part of any Judgment rendered therein.

17. Liquidated Damages. The parties agree and acknowledge that, should Physician fail to fulfill the terms of this Agreement, it would be extremely difficult and/or impracticable to fix the actual amount of damage suffered by the District and therefore agree that, should Physician breach the Agreement as described herein, he/she shall pay the District the sum of \$2,500 for each day, or part of a day, in which he/she is in breach as liquidated damages.

18. Binding Arbitration. Notwithstanding every other provision of this Agreement, any controversy or claim on the issues of whether Physician is in breach of this Agreement for failure to provide services and/or the total amount of liquidated damages incurred, shall be settled by arbitration before the Medical Executive Committee of Northern Inyo Hospital. The decision of the Medical Executive Committee shall be binding.

19. Medical Records. Physician shall in a timely manner, prior to the billing process, prepare and maintain complete and legible medical records, which accurately document the professional service and medical necessity of all services rendered, for each patient who is treated at the Service. Such medical records shall be the property of Hospital; however, Physician shall have access to and may photocopy relevant documents and records, within the restrictions of the law, upon giving reasonable notice to Hospital.

20. Accounts and Records. Physician agrees to maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred and revenues acquired under 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 payment or reimbursement is claimed. The Authorized Federal Office shall have access for the purpose of audit and examination to any books, documents, papers, and records of Physician, which are pertinent to this Agreement, at all reasonable times during the period of retention provided for in the following paragraph.

Physician shall preserve all pertinent records and books of accounts related to this contract in the possession of Physician for a period of four (4) years after the end of the contract period. Physician agrees to transfer to District upon termination of this Agreement any records which possess long-term value to District beyond four (4) years.

Physician shall include a clause providing similar access in any subcontract with a value or cost of \$10,000 or more over a twelve-month period when the subcontract is with a related organization.

21. Notices. The notices required by this Agreement shall be effective if

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

mailed, postage prepaid as follows:

- (a) To District at: 150 Pioneer Lane
Bishop, California 93514

- (b) To Physician at: Catherine Leja, MD
153 B Pioneer Lane
Rural Health Clinic
Bishop, Ca. 93514

22. Gender and Number. The singular shall be construed as the plural, the plural the singular, masculine as feminine and feminine as masculine, according to the context of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Hospitalist Care Agreement at Bishop, California on May 15, 2013.

DISTRICT:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

BY _____
JOHN UNGERSMA, President
Board of Directors
Northern Inyo County Local Hospital District

PHYSICIAN:

BY _____
Catherine Leja, MD

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

SCHEDULE A

1. Admit Patients as needed.
2. Round on in-patients as needed.
3. Assist with transfers as requested.
4. Complete charts as needed.
5. Record histories and physicals as needed.
6. Participate in the development of the hospital information system's computerized physician order entry module.

SCHEDULE B

1. Point system exists as to the acuity and intensity of patient care as follows:
 - a. 3 points for admission to hospital
 - b. 2 points for discharge/transfer out of hospital
 - c. 2 points for intensive care subsequent inpatient visits
 - d. 1 point for medical/surgical floor subsequent inpatient visits
 - e. 1 point for ER consultations (written notes)
2. Baseline quota = 10 points per 24 hour period (midnight to midnight)
3. Points earned over 10 per 24 hour period are reimbursed at \$50.00 per point, with a maximum limit per 7 day "on-call" week of \$1500.00
4. If physician travels from out of the local area, hospital agrees to cover:
 - a. \$100.00 for each 50 mile segment of automobile travel over 50 miles each way.
 - b. Air fare, if incurred.
 - c. Personal automobile use at \$0.55/mile during "on-call" week (IRS limit on mileage reimbursement)

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

ATTACHMENT A

Medicare Allocation and Time Records

- A. District and Physician agree to maintain a written allocation agreement in accordance with the applicable Medicare regulations in effect specifying reasonable estimates of the time Physician will spend in rendering:
 - 1. Services to the District, which are reimbursable by Part A of Medicare;
 - 2. Professional services to patients of the District which are reimbursable by Part B of Medicare; and
 - 3. Services, which are not reimbursable by Medicare.
- B. Physician agrees to maintain adequate time records in order to substantiate the aforementioned allocation agreement. Maintenance of said time records shall not imply any employer/employee relationship between District and Pathologist.
- C. Physician shall provide written notice to District whenever the time records maintained in connection with any allocation agreement fail to substantiate, or appear to fail to substantiate, the allocations made in such an agreement. As soon as practicable after notice has been provided by Physician the parties shall execute, or cause to be executed, a new allocation agreement that reflects the actual time records.
- D. Completion of Medicare "Time Studies" (Attachment B) as required.

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

ATTACHMENT B

PHYSICIAN TIME STUDY (HOSPITALIST)

Provider: NORTHERN INYO HOSPITAL Physician: _____

Provider #: _____ Department: Hospitalist/Medical Staff Account #: _____

Time Study Conducted From: _____ To: _____

PLEASE PRINT.

ACTIVITY	Fri-Sat	Sat-Sun	Sun-Mon	Mon-Tue	Tue-Wed	Wed-Thu	Thu-Fri	TOTALS
	/ /	/ /	/ /	/ /	/ /	/ /	/ /	
A. PROVIDER SERVICES								
Supervision, or training of nurses, technicians, etc.								
Utilization review, or other committees								
Administration								
Teaching								
Supervision of Interns/Residents								
Quality Control								
Autopsies								
Other, Specify: _____ _____ _____								
Other, Specify: _____ _____ _____								
Other, Specify: _____ _____ _____								WEEKLY TOTALS
TOTAL OF "A"								
B. DIRECT								

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

MEDICAL & SURGICAL SERVICES TO INDIVIDUAL PATIENTS								
C. NON- COVERED ACTIVITIES (E.G. Research)								
DAILY TOTALS								GRAND TOTALS

I certify that this time study reflects a true and accurate record of my time, as spent at the facility identified above, during the period indicated. To ensure accuracy, the time study was completed on a daily basis during the specified period of the time study.

Physician

Signature: _____ Date: _____

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**PATHOLOGY AND CLINICAL LABORATORY
SERVICE AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO this 1st Day of May 2013, by and between Northern Inyo County Local Hospital District (hereinafter referred to as "District") and Eva Sarkis Wasef, M.D. (hereinafter referred to as "Pathologist").

I.
RECITALS

1.1. District is a California Healthcare District organized and operating under the authority of *Health & Safety Code section 32000, et seq.* (hereinafter "The Healthcare District Law"), and governed by a Board of Directors (hereinafter "Board").

1.2. District operates Northern Inyo Hospital (hereinafter "Hospital"), a critical access hospital located at 150 Pioneer Lane, Bishop, Inyo County, California, which includes a Pathology and Clinical Laboratory Service (hereinafter "Lab"). The operation and administration of the Lab is governed, in relevant parts, by the Healthcare District Law and applicable California and federal laboratory licensure statutes and regulations including, but not limited to, *California Business & Professions Code §1200, et seq.*; the Clinical Laboratory Improvement Amendments of 1988, *42 USC §263a, et seq.*; and *Title 42, Code of Federal Regulations, Part 493*.

1.3. Pathologist is a qualified and licensed physician, licensed to practice medicine in the State of California, certified by the American Board of Pathology, and qualified for and practicing the medical specialties of anatomical and clinical pathology.

1.4. The District desires to retain the services of Pathologist as the Hospital's Clinical Laboratory Director, to oversee, operate and administer the Lab in accordance with applicable law. Pathologist desires to provide such services.

WHEREFORE, in consideration of the promises set forth below, the parties covenant and agree as follows:

II.
COVENANTS OF THE PARTIES

2.1. Covenants of the District. The District shall:

(a) Space: Furnish, at its expense, space for operation of the Lab, which space shall be designated by the District. No part of the Hospital premises shall be used by the Pathologist as an office for the general practice of medicine.

(b) Equipment: Furnish, at its expense, all equipment, supplies, environmental safety mechanisms, and such other goods and administrative services for the Lab as are being furnished on the date of this Agreement. District shall, at its expense, keep and maintain all equipment in good order and repair, and repair and replace such equipment, or any part of it, as may become obsolete. District shall consult Pathologist prior to, and in connection with, the purchase of any equipment.

(c) Hospital Services: Furnish, at its expense, all hospital services, including but not limited to, ordinary janitor and in-house messenger services, hospital business telephone service, laundry, gas, water, heat, air conditioning, and such electricity for light and power as may be required for the proper operation and conduct of the Lab. District shall also provide the services of such Hospital departments, including but not limited to, nursing, personnel, administrative, accounting, engineering, purchasing, and medical records, as may be required to support the operation of the Lab.

(d) Personnel: Employ, at its expense, all non-physician personnel required for the proper operation of the Lab in accordance with state and federal law. Pathologist shall have no liability for payment of wages, payroll taxes, or other obligations or liabilities arising from District's performance of its obligations or exercise of its rights as an employer. Should the District and its employees become subject to any collective bargaining agreements during the term of this Agreement, this subdivision 2.1 (d) shall be subject thereto. Pathologist, as director of the Lab, shall establish clinical qualifications for Lab personnel, and oversee and direct the activities of such personnel, in accordance with state and federal standards, departmental protocols, and District policies and procedures applicable to all employees. District shall be solely and ultimately responsible for all decisions with respect to the engagement, discipline, and termination of Lab personnel, provided, however, that District shall consult with Pathologist prior to taking any action with respect to Lab personnel (A) that relates to the clinical competency or clinical performance of such personnel, or (B) that would materially and adversely affect the levels of clinical staffing of the Lab. The term "clinical" refers to those job positions, activities, and duties that are required by state law or CLIA to be performed by licensed or certified individuals. Pathologist may request discipline or removal of a District employee from assignment to the Lab, subject to approval of the District, its established personnel policies and procedures, and applicable requirements of collective bargaining agreements, if any. At least once a year, in the annual budget process, District and Pathologist shall review and agree upon the appropriate numbers, job positions, and qualifications of personnel required to meet the needs of the Hospital, the Lab, and applicable law.

(e) Supplies: Purchase and provide all necessary supplies for the Lab, including, but not limited to, chemicals, glassware, forms, and similar expendable items, and shall maintain accurate records of the costs of said supplies.

(f) The District shall give the Pathologist reasonable notice and opportunity to comment, or provide written recommendations, before taking action that would materially change or alter the space, equipment, Hospital Services or supplies which the District covenants to provide pursuant to subdivisions (a), (b), (c) and (e) of this Section 2.01.

(g) Exclusive Agreement: District agrees that, so long as Pathologist is not in breach of his obligations under this Agreement, he shall have the exclusive right to perform the services required by this Agreement at the Hospital.

2.2. Covenants of Pathologist. The Pathologist shall:

(a) Staff Membership: During the term of this Agreement, maintain his membership on the Hospital's Active Medical Staff and privileges appropriate for the clinical and anatomical pathology services he is required to provide pursuant to this Agreement, and abide by the Hospital's Medical Staff Bylaws.

(b) **Responsibility**: Have authority and responsibility for the operation and administration of the Lab with respect to the provision of clinical and anatomical pathology services for the care of Hospital's patients, subject to the District's superior authority and responsibility for the operation and administration of the Lab as set forth in this Agreement and by law.

(c) **Operational and Administrative Services**: Provide professional services for operation and administration of, and only within the scope of, the clinical and anatomic pathology services provided by the Lab, which operational and administrative services shall include, but not necessarily be limited to, making all reasonable efforts to:

1. Perform those duties set forth in 42 CFR §493.1445.
 - a) Assure that tests, examinations, and procedures are properly performed, recorded, and reported.
 - b) Interact with members of the medical staff regarding issues of Lab operations, quality, and test/procedure availability.
 - c) Design protocols and establish parameters for performance of clinical testing.
 - d) Recommend appropriate follow-up diagnostic tests when appropriate.
 - e) Supervise laboratory personnel in their performance of tests, procedures, recording, and reporting functions.
 - f) Select, evaluate, and validate test methodologies.
 - g) Direct, supervise or perform and evaluate quality assurance and control procedures.
 - h) Evaluate clinical laboratory data and establish, implement, and maintain a process for review of test results prior to issuance of patient reports.
 - i) Make all reasonable efforts to assure the Lab is operated and administered in compliance with California licensure, federal Medicare, and other applicable law, and applicable accreditation standards including, but not limited to, standards of the Joint Commission on Accreditation of Healthcare Organizations.
 - j) Assure that physical facilities, including space and the laboratory physical environment, are appropriate and include appropriate environmental safety mechanisms.
 - k) Assure that the Lab is staffed by an adequate number of personnel who are qualified and competent.
 - l) Determine and specify in writing which tests and other procedures each Lab staff member is qualified and authorized to perform, and the level of supervision warranted for each test

and other procedure.

- m) Establish, implement, and maintain quality control and quality improvement programs in the Lab.
- n) Assure that appropriate policies and procedures for Lab operations and personnel monitoring, evaluation, and remedial training, if needed, are developed and implemented.
- o) Assure that appropriate training and continuing education are provided for Lab personnel within the Board's determination of District resources available for such purpose.

(d) **Professional Work:** Perform the medical professional work of the Lab, including autopsies, himself or, in the alternative employ licensed pathologists who have been granted appropriate clinical privileges in accordance with the Hospital's Medical Staff By-Laws.

(e) **Procedures:** Be responsible to see that all procedures designated above, and all other procedures requiring a clinical laboratory license, shall be performed only under the supervision of a licensed and qualified pathologist. Pathologist shall be responsible to see that any necessary procedure which, for any reason, is not performed by the Lab, is promptly referred to another clinical or pathology laboratory.

(f) **Insurance:** Carry professional liability insurance in such amounts as may be required, from time to time, by the Medical Staff Bylaws. Certificates of such insurance shall be furnished to the Hospital Administrator and Medical Staff Office and shall provide for notification ten (10) days prior to cancellation thereof

(g) **Coverage:** Assure that, as much as is practical, the pathologist is on call or in actual physical presence to supervise and direct the operations of the Lab required in the Hospital. The District expressly agrees that the work of the Pathologist may be done by such pathologists as Pathologist may employ or otherwise provide so long as each such physician has received proper training, is properly licensed, and has been granted appropriate clinical privileges in accordance with the Hospital's Medical Staff By-Laws. The Pathologist shall provide other Practitioners who exercise privileges at the Hospital with such consultation as required by the Hospital's Medical Staff By-Laws, Rules and Regulations, and Hospital policies and as otherwise reasonably requested by individual practitioners for patients at the Hospital.

(h) **Access to Books and Records:** Provide access to his books and records that are necessary to certify the nature and extent of Pathologist's costs to the Secretary of the U.S. Department of Health and Human Services ("HHS"), or his duly authorized representatives, until the expiration of four years after the furnishing of services under this Agreement. Access granted by this subdivision 2.02(h) is limited to that required by Section 952 of the Omnibus Reconciliation Act of 1980, Public Law 96-499, Section 1861 (v)(1)(I) of the Social Security Act, and regulations issued thereunder. This access provision shall be of no force and effect if regulations issued by HHS do not require Pathologist to provide such access or if the regulations so issued are found to be legally invalid.

(i) **Cooperation:** In providing the services required by this Agreement, Pathologist shall cooperate with the District, the Hospital staff, and the members of the Medical Staff to maintain the integrity of the Hospital and to achieve the Hospital's and Lab's mission and operational goals. Pathologist shall advise District management regarding all aspects of Lab operations to assure high

quality, cost effective, customer-oriented service.

2.3. Medicare Allocation and Time Records

(a) District and Pathologist agree to maintain a written allocation agreement in accordance with the applicable Medicare regulations in effect specifying reasonable estimates of the time Pathologist will spend in rendering:

1. Services to the District, which are reimbursable by Part A of Medicare;
2. Professional services to patients of the District which are reimbursable by Part B of Medicare; and,
3. Services which are not reimbursable by Medicare.

(b) Pathologist agrees to maintain adequate time records in order to substantiate the aforementioned allocation agreement. Maintenance of said time records shall not imply any employer/employee relationship between District and Pathologist.

(c) Pathologist shall provide written notice to District whenever the time records maintained in connection with any allocation agreement fail to substantiate, or appear to fail to substantiate, the allocations made in such an agreement. As soon as practicable after notice has been provided by Pathologist the parties shall execute, or cause to be executed, a new allocation agreement that reflects the actual time records.

2.4. **Licensure and Certification.** District shall be responsible, along with Pathologist, for matters relating to licensing of the Lab under State law and its certification under CLIA. Pathologist shall direct the Lab and perform professional pathology services in accordance with District Bylaws, the Medical Staff Bylaws, Rules and Regulations, and the standards established by the Executive Committee of the Medical Staff. In addition, Pathologist and District shall operate the Lab in accordance with the standards established by the California State Department of Public Health, the Joint Commission on Accreditation of Health Care Organizations (JCAHO), the HHS, and all other governmental laws and authorities relating to licensure and practice of pathology and clinical laboratories in hospitals.

III.

BILLING AND COMPENSATION

3.1. **Compensation to Pathologist for Administrative, Supervisor, Teaching and Other Services (Excluding Autopsy Services).** District shall pay pathologist \$2,500 a month for Pathologist's administrative, supervisory, teaching and other services (excluding autopsy services) reasonably required for the orderly, timely and cost-effective operation of the Lab. Payment of this monthly fee shall be made on or before the fifteenth day of the month following the month in which the Pathologist's services are rendered. Cost of Living Adjustment (COLA) shall be made to the above fee at the same time and amount as the COLA afforded to Hospital employees.

3.2. **Service Charges.**

(a) District shall prepare a schedule of District charges for the services of the Lab, which may be modified from time to time.

(b) Pathologist shall prepare a schedule of professional fees for services of the Pathology Laboratory, which shall be in general accord with usual and customary local fees for comparable services, but which also shall be subject to the discounts and other accommodations to which District may agree pursuant to its contracts and other arrangements with third party payers. Said schedule for professional fees is attached as Exhibit A hereto and is incorporated by reference

into this Agreement. The schedule for professional fees may be altered by Pathologist upon thirty (30) days' written notice to District, subject to District approval.

3.3. **Billing and Compensation for Professional Services**

(a) District shall provide billing and collection services for Pathology professional services provided to Hospital inpatients and outpatients pursuant to this Agreement in accordance with the fee schedule in Exhibit A.

(b) District shall compensate Pathologist an amount equal to the collections hereunder less six percent (6%) of those collections, which amount Pathologist agrees to compensate District for such billing and collecting services.

(c) District will remit to Pathologist the sum of \$12,834.62 which is \$355,000 less 6% divided by 26 every 2 weeks.

(d) At the end of the first 12 months of service under this agreement, District shall reconcile the amount paid with the amount collected. If the amount paid exceeds the amount collected, the amount paid in excess of the amount collected will be considered additional compensation under this agreement and the succeeding reconciliation will take place 12 months later. If the amount collected exceeds the amount paid, District will remit the excess amount collected to Pathologist and the succeeding reconciliations will take place quarterly with excess collections being remitted to Pathologist quarterly. If in any quarter, the reconciliation results in the amount remitted being more than the amount collected, the succeeding reconciliation will take place 12 months later.

(b) District shall bill and collect for Pathologist's professional services in compliance with applicable laws, customary professional practices, and the Medicare and MediCal Programs, and other third-party payer programs, whether public or private.

(c) Pathologist shall provide service information for billing purposes in accordance with requirements and procedures set forth by District.

(d) Hospital shall pay Pathologist a fee for each autopsy conducted by Pathologist at the request of a Hospital Medical Staff member, as set forth in Exhibit A.

3.4. **Financial Penalty for Lapse of Coverage**

On-site coverage is defined as physical presence of a Pathologist at Northern Inyo Hospital located at 150 Pioneer Lane, Bishop California 93514. On-site coverage for services hereunder shall be provided by Pathologist either personally, or through another Pathologist who is currently credentialed and appropriately privileged by the District Hospital's Medical Staff every day of every year of this agreement. Any lapse in coverage of any day or days shall result in a financial penalty of \$29,583 times the number of days of non-coverage divided by 26 (\$1,137.80 per day). This amount shall be withheld from any remittance due to Pathologist in the 2-week period in which the lapse of on-site coverage occurs.

3.5 **Provision of Housing for Pathologist Coverage**

District shall make available free of charge, standard Northern Inyo Hospital housing to Pathologist, or a Pathologist providing coverage in accordance with this agreement. Pathologist agrees that any and all utilities used by Pathologist or a covering Pathologist will be provided by and be the responsibility of Pathologist.

IV.

GENERAL PROVISIONS

4.1. **Intent and Construction.** Nothing in this Agreement is intended to require, or shall be construed as requiring, the District to do any act or adopt any course of action which the District Board, either directly or through its lawful designee, determines to be not in the best interests of the District or the Hospital.

4.2. **Independent Contractor.** In the performance of the work, duties and obligations devolving upon it under this Agreement, it is mutually understood and agreed that pathologist is at all times

acting and performing as an independent contractor practicing his profession of medicine and specializing in pathology. District shall neither have nor exercise any control or direction over the methods by which Pathologist shall perform his work and function; the sole interest and responsibility of District being to assure that the services covered by this Agreement are performed and rendered in a competent, efficient and satisfactory manner. The standards of medical practice and professional duties of pathologist shall be determined by the medical staff of the Hospital. All applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of physicians and hospitals and to the operation of the Lab shall be fully complied with by all parties hereto.

4.3. **Records.** The originals of all medical records prepared by Pathologist shall be the property of District and shall be retained at the Hospital premises. Pathologist shall have access to and may photocopy relevant documents and records upon reasonable notice. All charts shall be duly posted in a timely manner.

4.4. **Assignment.** Except as expressly provided in subdivisions (d), (e), and (g) of Section 2.02 above, nothing in this Agreement shall be construed to permit assignment by Pathologist of any rights or duties under this Agreement. Such assignment is expressly prohibited without the written consent of the District.

4.5. **Term of Agreement.** Except as set forth in Section 4.06, this Agreement shall remain in full force and effect for a term of three (3) years commencing May 1 2013 and ending April 30, 2016, and continuing month-to-month thereafter.

4.6. **Termination.**

(a) Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other. Hospital reserves the right to pay Pathologist the remaining portion of the notice period and discontinue the services of the Pathologist immediately. District may terminate this Agreement and all rights of Pathologist hereunder, immediately and without notice upon the occurrence of any of the following events:

1. Upon determination by the Board that the agreement should be terminated following a recommendation of the Executive Committee of the Hospital's Medical Staff pursuant to disciplinary action taken against Pathologist in accordance with the Hospital's Medical Staff Bylaws including, but not limited to suspension of Medical Staff Privileges.

2. The appointment of a receiver of Pathologist's assets, an assignment by Pathologist for the benefit of his creditors, or any adjudication of the Pathologist as bankrupt or insolvent.

3. Closure of the Hospital.

4.7. **Integration and Modification.** This is the entire Agreement of the parties. Any modification of this Agreement may only be made in a writing signed by both parties.

4.8. **Severability** In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

4.9. **Binding on Successors.** Subject to the restrictions against transfer or assignment set forth above, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, legatees, agents, trustees, conservators, and personal representatives of the parties, and all persons claiming by, through, or under them.

4.10. **Waiver.** The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition. A party's subsequent acceptance of performance by the other shall not be deemed to be a waiver of any preceding breach of any term, covenant, or condition of this Agreement, regardless of knowledge of such preceding breach at the time of acceptance of such performance.

4.11. **Notice.** Any notice required or permitted to be given hereunder shall be written, and may be delivered personally to the addressee or sent to it by United States mail, first class postage

prepaid, and addressed to each of the parties at the following respective addresses (or such other address as may hereafter be designated by a party by written notice thereof to the other party):

IF TO DISTRICT:

Administrator
Northern Inyo Hospital
150 Pioneer Lane
Bishop, California 93514

IF TO PATHOLOGIST:

Eva Wasef MD
1775 Chelsea Rd.
San Marino, California 91108

4.12. **Attorney's Fees.** If any litigation or proceeding is commenced between the parties to this Agreement, concerning this Agreement and/or the rights and duties of either party in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to such other relief granted, to a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the Court in that litigation or in a separate action brought for that purpose.

4.13. **Gender and Number.** In the construction of this Agreement the gender shall include the feminine and neuter, and the singular the plural, and *vice versa*, as the context may indicate.

4.14. **Mutual Preparation.** Preparation of this Agreement shall be deemed to have been by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement at Bishop, California, on the day, month and year first above stated.

District:	Pathologist:
By:	By:
Its Chairman of The Board of Directors	Eva Wasef, MD

EXHIBIT A

CPT	SPECIMEN	CHARGE
88300	LEVEL 1. GROSS ONLY	27.00
88302	LEVEL II	72.00
88304	LEVEL III	106.00
88305	LEVEL IV	123.00
88307	LEVEL V	166.00
88309	LEVEL VI.	276.00
88312	Special Stains Group 1	34.00
88313	Special Stains Group 11	34.00
88342	In-House Immunohistochemistry (up to 5)	303.00
88329	Consultation in Surgery with out frozen	75.00
88331	Consultation in Surgery With Frozen Section, single specimen	112.00
88332	Additional Frozen Section each specimen	55.00
88311	Decalcification	22.00
88325	Comprehensive Consultation	112.00
88321	Slide Consultation and report on referred slides prepared elsewhere	122.00
CYTOPATHOLOGY		
88305	Cell Block (any source)	123.00
88108	Cytology, concentration technique, smears and interpretation	166.00
88104	Cytopathology Smears other than GYN stain and interpretation	67.00
BONE MARROW PANEL		
85095	Bone Marrow Aspiration Only	84.25
85102	Bone Marrow Bx; (needle or trocar)	112.00
85097	Smear Interpretation	167.00
88305	Bone Marrow Bx. Interpretation	123.00
88313	Group 11 Special Stains	34.00
FNAPANEL		
88172	Evaluation ofFNA	56.00
88173	Interpretation FNA	112.00
88305	Cell Block from material	123.00
88108	Cytology, concentration technique, smears and interpretation	166.00
CONSULTATIONS CLINICAL PATHOLOGY		
80500	Clinical Pathology Consultation Limited	45.00
80502	Comprehensive for Complex Diagnostic Problems	58.00
85060	Blood Smear Peripheral	20.00
87207	Smear for inclusion bodies	60.00
89060	Crystal Identification	40.00

EXHIBIT A

AUTOPSY	
Adult autopsy with examination of brain (paid in advance by family)	\$2,500.00
Adult autopsy without examination of brain (paid in advance by family)	\$2,500.00
Adult autopsy with examination of brain requested by a Medical Staff member in cases of unusual medical interest	\$1,250.00
Adult autopsy without examination of brain requested by a Medical Staff Member in cases of unusual medical interest	\$1,000.00
Stillborn infants	\$ 500.00

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**NORTHERN INYO HOSPITAL
RURAL HEALTH CLINIC STAFF PHYSICIAN
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this "Agreement"), entered into as of March 15, 2013, is entered into by and between Northern Inyo Hospital Local Hospital District ("Hospital") and Anne Gasior, MD. ("Physician").

RECITALS

A. Hospital operates a general acute care hospital, which, among other things, owns and operates a Rural Health Clinic (the "Clinic"), located at 153 Pioneer Lane, Bishop, California.

B. Physician is an individual duly licensed to practice medicine in the State of California, and she desires to practice in Bishop, California.

C. Hospital desires to obtain professional medical services from Physician for the patients of Clinic, and Physician desires to furnish such services upon the terms and conditions set forth in this Agreement.

D. Hospital believes that high standards of patient care can be achieved if Physician assumes the responsibilities set out further in this Agreement.

THEREFORE, THE PARTIES AGREE:

I. PHYSICIAN RESPONSIBILITIES.

- 1.01 Services. Hospital hereby engages Physician to serve as Clinic staff physician, and Physician hereby accepts such engagement on the terms and conditions set forth in this Agreement. In his capacity as staff physician, Physician shall provide Hospital with the benefit of his direct patient care expertise and experience, and shall render those services necessary to enable Hospital to achieve its goals and objectives for the Clinic. The scope of services to be performed by Physician is 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, requested by the Hospital such that a complete medical record can be assembled.
- 1.02 Limitation on Use of Space. No part of the Clinic's premises shall be used at any time by Physician as an office for the private practice of medicine or to see patients other than Clinic patients.

1.03 Covenants of Physician: Physician shall:

(a) Apply for and/or maintain Provisional or Active Medical Staff membership and the aforesaid Family Practice privileges for the term of this Agreement.

(b) Provide on-call Hospitalist coverage for the Hospital's in-patient service Service within the scope of privileges granted him by Hospital. A minimum of 6 rotations (weeks) is required. Hospitalist rotations will be compensated at the current hospitalist rate and count as income against the guarantee.

(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 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) As much as is practical, Physician shall be on call or in actual physical presence to provide the emergency coverage required by this Agreement. However, District expressly agrees that said such other qualified physicians might perform services as the Physician may employ or otherwise provide so long as each such physician has received proper training, is properly licensed, and has received approval in writing by the Hospital.

(f) Assist in monitoring and reviewing the clinical performance of Clinic non-physician providers (nurse practitioners).

(g) Staff the Clinic a minimum of three days per week, a minimum of 39 weeks per year. Additional shifts may be available and are optional for the Physician.

II. HOSPITAL RESPONSIBILITIES.

2.01 Hospital Services.

A. Space. Hospital shall make available for Physician reasonably necessary facilities for the operation of Clinic.

- B. Equipment. In consultation with Physician, Hospital shall make all decisions regarding the acquisition of all equipment as may be reasonably necessary for the proper operation and conduct of Clinic. Hospital shall repair, replace or supplement such equipment and maintain it in good working order.
- 2.02 General Services. Hospital shall furnish ordinary janitorial services, maintenance services, and utilities, including telephone service, as may be required for the proper operation and conduct of Clinic.
- 2.03 Supplies. Hospital shall purchase and provide all supplies as may be reasonably required for the proper treatment of Clinic 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. Hospital shall determine and furnish all other personnel required to operate Clinic.
- 2.05 Business Operations. Hospital shall be responsible for all business operations related to operation of the Clinic, including personnel management, billing and payroll functions.
- 2.06 Hospital Performance. The responsibilities of Hospital under this Article shall be subject to Hospital's discretion and its usual purchasing practices, budget limitations and applicable laws and regulations.
- 2.07 Clinic Hours. Specific shifts will be scheduled according to normal operating procedures of the Clinic.

III. COMPENSATION.

- 3.01 Compensation. Hospital shall pay Physician \$43.79 per hour and \$44.28 per patient encounter for patients seen in the Clinic by Physician. Said sums are payable on the 20th day of the calendar month immediately following the service performed. The hourly rate will be adjusted annually at the same rate and effective date as NIH employee wages. The per patient rate will adjust upward at the same percentage as the RHC MediCal payment rate.
- 3.02 Malpractice Insurance. Physician agrees to secure his own malpractice insurance with limits and coverage's appropriate for the physician to provide services under this agreement. Hospital agrees to reimburse 100% of malpractice premiums paid by Physician. Physician's maximum out of pocket expense will be limited to \$10,000 annually.
- 3.03 Time off. Physician shall be afforded 6 weeks of time off per year.
- 3.04 Health Insurance. At all times during the Term of this Agreement, including any extensions or renewals thereof, Physician will be admitted to the Hospital's self-funded Medical/Dental/Vision Benefit Plan and be provided the benefits contained therein as if Physician were an employee of the District.
- 3.05 Disability Insurance. Physician may purchase disability insurance. NIH will match physician's premium contribution, up to \$10,000 per term of this Agreement.
- 3.06 Life Insurance. NIH will provide \$250,000 benefit term life insurance policy.
- 3.07 Physician will be admitted to NIH's self funded Medical/Dental/Vision plan with the same premium and benefits as the other participants.

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

IV. TERM AND TERMINATION.

4.01 Term. The term of this Agreement shall be for a period of three years beginning on August 1, 2013 and ending on the last day of the thirty sixth months thereafter.

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

- A. By either party, at any time, without cause or penalty, upon sixty (60) days' prior written notice to the other party;
- 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 closure of the Hospital or Clinic;
- 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, restricts, 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.

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.

V. PROFESSIONAL STANDARDS.

- 5.01 Medical Staff Standing. Prior to performing services pursuant to this Agreement, Physician must obtain full Medical Staff privileges on the Medical Staff of Hospital, and maintain such membership throughout the term of this Agreement. Such membership shall be subject to all of the privileges and responsibilities of Medical Staff membership.
- 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 and Clinic and its Medical Staff, 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 Active Medical Staff of the Hospital;
 - D. Maintain professional liability coverage in an amount required for membership on the Active Medical Staff of the Hospital;
 - 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.

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. Hospital and Clinic 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. The sole interest of Hospital is to insure that such services are performed and rendered in a competent and cost effective manner.
 - 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, disability benefits, unemployment benefits, sick leave, 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.

VII. GENERAL PROVISIONS.

- 7.01 No Solicitation. Physician agrees that she will not, either directly or indirectly, during and after the term of this Agreement, call on, solicit or take away, or attempt to call on, solicit or take away any patients or patient groups with whom Physician dealt or became aware of as a result of Physician's past, present or future affiliation with Hospital and Clinic.
- 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 or more over a twelve-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 the parties.
- 7.04 Arbitration and Dispute Resolution.
- A. Non Medical Disagreements. In the event that disagreements arise between the parties concerning their performance under this Agreement, or on other matters, such disagreements shall be the subject of negotiations between Physician and the Hospital Administrator. In the event Physician is not satisfied with the decision of the Administrator, the dispute shall be submitted to the Hospital's Board of Directors and the decision of the Board shall be final.
- B. Medical Disagreement. Any questions or disagreements concerning standards of professional practice or the medical aspects of the service furnished in Clinic shall be referred to a peer group of qualified physicians recommended by the Medical Executive Committee, which shall recommend a resolution of the matter to the Administrator. In the event Physician is not satisfied with the decision of the Administrator, the dispute shall be submitted to the Hospital Board of Directors and the decision of the Board shall be final.
- 7.05 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.
- 7.06 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 a reasonable attorney's fee and costs.
- 7.07 Choice of Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
- 7.08 Exhibits. All Exhibits attached and referred to herein are fully incorporated by this reference.
- 7.09 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: Anne Gasior, MD
153-B Pioneer Lane
Bishop, CA 93514

- 7.10 Records. All files, charts and records, medical or otherwise, generated by a Medical Professional in connection with services furnished during the term of this Agreement are the property of Clinic. Physician agrees to maintain medical records according to Clinic 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.
- 7.11 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.
- 7.12 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.
- 7.13 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.
- 7.14 Waiver. The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.
- 7.15 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.
- 7.16 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.

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

PHYSICIAN

By _____
John Ungersma, M.D., President
Board of Directors

By _____
Anne Gasior, MD
Physician

EXHIBIT A

POSITION DESCRIPTION

TITLE

Staff Physician

DEPARTMENT

Rural Health Clinic

POSITION SUMMARY

The Rural Health Clinic Staff Physician is a Member of the Northern Inyo Hospital Active Medical Staff and the Clinic multi-disciplinary care team. He/she provides direct primary medical diagnostic and treatment to patients. The Staff 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 office personnel to meet the healthcare needs of all patients.
5. Assess, evaluate, and monitor on-going health care and medication of Clinic patients.
6. Manage all 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. Monitor and review clinical performance of non-physician providers (Nurse Practitioners)
10. Provide on-site clinical consultation to non-physician providers (Nurse Practitioners)
11. Support and utilize the hospital's and Clinic's Electronic Health Records.

Exhibit B

Malpractice "Tail" Coverage

Tail coverage will 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.

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**NORTHERN INYO HOSPITAL
PRIVATE PRACTICE PHYSICIAN
INCOME GUARANTEE**

This Agreement is made and entered into on May 15, 2013 by and between Northern Inyo County Local Hospital District ("District") and Anne Gasior 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. Physician is a physician, engaged in the private practice of medicine, licensed to practice medicine in the State of California, and a member of the American College of Family Practice. Physician desires to relocate her practice ("Practice") to Bishop, California, and practice medicine in the Rural Health Clinic.

IN WITNESS WHEREOF THE PARTIES AGREE AS FOLLOWS:

**I.
COVENANTS OF PHYSICIAN**

Physician shall relocate his Practice to medical offices ("Offices") provided by District at the Rural Health Clinic.

1.01. Physician shall provide Hospital with the benefit of his direct patient care expertise and experience, and shall render those services necessary to enable Hospital to achieve its goals and objectives for the provision of general medicine services. The scope of services to be performed by Physician is 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, requested by the Hospital such that a complete medical record can be assembled.

1.02. Medical Staff Membership and Service: Physician shall:

- a) Apply for and maintain Provisional or Active Medical Staff ("Medical Staff") membership with family practice privileges sufficient to support a full time family 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 physician by Hospital as may be required by the Hospital Medical Staff.
- 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, services, and other costs and expenses of whatever nature, for which he 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 he 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.

1.03 Physician shall enter into a Rural Health Clinic Staff Physician agreement and abide by all of its terms and conditions.

II.

COVENANTS OF THE HOSPITAL

- 2.01. **Income Guarantee.** The Hospital guarantees that the Compensation earned by the Physician, from all sources in the District will be equal to a minimum of \$183,938 per annum for a full time practice. Full Time is defined as 40 hours of onsite clinic coverage. Part time coverage shall be prorated with forty hours as the base. For example, working 32 hours per week would yield $(32/40) * 183,938 = 147,037$.
- 2.02. **Reconciliation.** The Hospital will reconcile the amounts paid/worked to the Physician for a given Calendar quarter against one fourth of the guarantee amount for the first four quarters and annually thereafter. If the paid amount is less than the guaranteed amount, the Hospital will remit the difference within thirty days of the end of the reconciled quarter/year. Said reconciliations will occur on a cumulative basis such that an overage or underage for any given quarter will be carried forward to the subsequent quarter. Said accumulations will continue for the term of this agreement. Part time hours will be reconciled as indicated above.

III.
TERM AND TERMINATION

- 3.01. **Term.** The term of this Agreement shall be for a period of three years beginning on August 1, 2013 and ending on the last day of the thirty sixth month thereafter.
- 3.02. **Termination.** Notwithstanding the provisions of section 3.01, 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 other party in the first year and ninety (90) days notice thereafter.
 - 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 closure of the Hospital or Practice;
 - 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, restricts, 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, explaining the breach, unless such breach is cured to the satisfaction of the non-breaching party within the thirty (30) days.
 - f) By either party by giving 90 day notice.
- 3.03. **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.

IV.
PROFESSIONAL STANDARDS

- 4.01. **Medical Staff Membership.** It is a condition of this Agreement that Physician obtains Provisional or Active Medical Staff membership on the Hospital Medical Staff with appropriate clinical privileges and maintain such membership and privileges throughout the term of this Agreement.
- 4.02. **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;
 - 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 himself, professionally and publicly, in accordance with the standards of the medical profession, the American Academy of Family Practice, the Hospital Medical Staff, and the District. Further, he 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 himself 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.

V.
GENERAL PROVISIONS

- 5.01. **No Solicitation.** Physician agrees that he will not, either directly or indirectly, during and after the term of this Agreement, call on, solicit or take away, or attempt to call on, solicit or take away any patients or patient groups with whom Physician dealt or became aware of as a result of Physician's past, present or future affiliation with Hospital and Practice.
- 5.02. **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.

- 5.03. **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.
- 5.04. **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.
- 5.05. **Repayment of Inducement.** The parties stipulate and agree that the income guaranteed to Physician under this Agreement, and the covenants of the District to provide office space, personal, equipment, and certain other benefits, are the minimum required to enable Physician to relocate himself to Bishop, California; that he is not able to repay such inducement, and no such repayment shall be required.
- 5.06. **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.
- 5.07. **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.

- 5.08. **Choice of Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
- 5.09. **Exhibits.** All Exhibits attached and referred to herein are fully incorporated by this reference.
- 5.10. **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: Anne Gasior, M.D.
153-B Pioneer Lane
Bishop, C 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.

- 5.11. **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 the Rural Health Clinic (RHC). Physician agrees to maintain medical records according to RHC 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.
- 5.12. **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. This Agreement may be modified only by a writing signed by each party or his/its lawful agent.
- 5.13. **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.
- 5.14. **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.
- 5.15. **Waiver.** The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.

- 5.16. **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.
- 5.17. **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.
- 5.18. **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
LOCAL HOSPITAL DISTRICT

PHYSICIAN

By _____
John Ungersma, President
Board of Directors

By _____
Anne Gasior , M.D.

APPROVED AS TO FORM:

Douglas Buchanan
NICLHD Legal Counsel

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NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT, a political subdivision organized and existing pursuant to the Local Hospital District Law (Health and Safety Code Section 32000, et seq.) of the State of California, hereinafter referred to as "District", and Anne Gasior, MD agree as follows:

**PART I
RECITALS**

1. District is the owner and operator of Northern Inyo Hospital located in Bishop, California. As a community service, District conducts a Hospitalist Service, hereinafter referred to as "Service", to serve the members of the community and other persons who may require immediate medical and/or hospital service.
2. Physician is duly licensed under the laws of the State of California, and has experience in providing primary and intensive patient care.
3. District has concluded that engaging Physician is the most desirable course of action considering both the cost and quality of service, as compared to other arrangements and providers available to the District.
4. The parties desire to enter into this agreement in order to provide a full statement of their respective responsibilities in connection with the operation of the physician hospitalist services at Northern Inyo Hospital.

**PART II
AGREEMENTS**

1. **Space.** District shall make available for the use of Physician during the term hereof and during the hours hereinafter specified, the space that is now or may be hereafter occupied by the Service. District shall also provide Physician an appropriately furnished room in which he/she may rest when his/her services are not otherwise required, together with meals while he/she are on duty. In addition, Physician will be provided with office space suitable for the administration of the Service.
2. **Equipment and Supplies.** District shall provide, at its own expense, for the use of Physician, all necessary expendable and non-expendable medical equipment, drugs, supplies, furniture and fixtures as are necessary for the efficient operation of the Service. District shall consult with Physician regarding decisions that affect the selection and furnishing of particular facilities, equipment and supplies.

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

3. **Maintenance.** District shall maintain and repair all equipment and shall provide utilities and services such as heat, water, electricity, telephone service, laundry and janitorial service.

4. **Physician Services.** In order to provide quality Hospitalist care on a prompt and continuing basis, available at all times at Hospital to the community, Physician agrees to provide the professional services of duly licensed Physician in the Service 24 hours a day, seven days a week on a scheduled weekly basis (rotation). Said services are delineated, but are not limited to, on Schedule A of this agreement.

Physician shall respond to in-house emergencies in the same manner as other members of the Medical Staff, and shall make pronouncements of death when attending Physician is not immediately available.

Physician may be granted limited admitting privileges for patients without a private physician. Procedures, rules and regulations with respect to such privileges, and the obligations of Physician to make referrals to the "on-call" panel and other Physicians and other matters related thereto, shall be as set forth in the Medical Staff-By-Laws, rules and regulations or as otherwise determined by the Medical Staff Executive Committee or the Hospitalist Service Committee if any with the approval of the Board of Directors.

5. **Standards.** It is understood and agreed that the standards of professional practice and duties of Physician shall from time to time be set by the Medical Staff of Hospital, and Physician shall abide by the by-laws, rules and regulations of the Medical Staff and Hospital policies. Further, Physician shall cause the Service to comply with those standards and requirements of the Joint Commission and the California Medical Association, which relate to the Service over which Physician has control.

6. **Personnel.** District shall provide the services of licensed registered and vocational nurses and other non-physician technicians and assistants necessary for the efficient operation of the Service. Normal direction and control of such personnel for professional medical matters shall rest with Physician. The selection and retention of all non-physician personnel is the responsibility of District.

7. **District and Government Authorities.** Physician, in connection with the operation and conduct of the Service, shall comply with all applicable provisions of law, and other valid rules and regulations of the District's Board of Directors, its organized Medical Staff and all governmental agencies having jurisdiction over: (i) the operation of the District and services; (ii) the licensing of health care practitioners; (iii) and the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care at the District, including but not limited to rules and regulations promulgated with respect to the transfer of patients from the Hospitalist Service.

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

8. Independent Contractor. No relationship of employer or employee is created by this Agreement, it being understood that Physician will act hereunder as independent contractor, and that the Physician shall not have any claim under this Agreement or otherwise against District for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation benefits, or employee benefits of any kind; that District shall neither have nor exercise any control or direction over the methods by which physicians shall perform their work and functions, which at all times shall be in strict accordance with currently approved methods and practices in their field; and that the sole interest of District is to ensure that said Hospitalist service shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with the standards required by the Medical Staff of District. Physician is allowed to work for or have a private practice while providing services for Northern Inyo County Local Hospital District.

9. Compensation. Physician shall receive \$8500.00 for each full rotation worked, and shall further receive compensation for production and efficiency according to the scale set out on Schedule B to this Agreement. Physicians residing out of District shall also receive travel compensation according to Schedule B.

10. Daily Memoranda and Billing. District agrees to act as Physician's designated billing and collection agent. Physicians shall file with the Business Office of District periodic memoranda on forms agreed upon between the parties, covering services performed at the fees herein above mentioned and shall and does hereby assign the collection of said charges to District. Hospital's charges to the patient shall be separate and distinct from the charges by Physician; however, patient may be sent a billing, which may include a combined Hospital and Physician's charge. If the patient's billing includes such a combined charge, it must be clearly indicated that the charge includes Physician's professional component and that District is acting as billing agent for Physician. Physician agrees to participate in all compliance efforts of Hospital.

Within 10 days of the receipt of an invoice or request for funding from the physician, the District shall present to Physician a check representing the payment for services rendered in the preceding month. Payments will be made on a monthly basis. Monthly payments shall be made by the Hospital to Physician before the 15th day of the month after which services are rendered.

Payment of all sums under this part shall be made to Physician at the following address:

Anne Gasior, MD
153 B Pioneer Lane
Rural Health Clinic
Bishop, CA 93514

11. Liability Insurance. Physician agrees to procure and maintain, throughout the term of this Agreement, at his/her sole expense, a policy of professional liability (malpractice) insurance

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

coverage with limits of at least \$1,000,000 for any one occurrence, and \$3,000,000 annual aggregate coverage per subcontracting physician. District agrees to cooperate with the Physician in connection with the purchase and maintenance of such coverage.

12. Not Exclusive. It is specifically agreed and understood that Physician shall not be required to, nor is it anticipated, that Physician will devote full time to District, it being understood that Physician may have additional enterprises and other Hospitalist or other service agreements.

13. Assignment. Physician shall not assign, sell or transfer this Agreement or any interest therein without the consent of the District in writing first had and obtained. Notwithstanding any of the foregoing, it is understood and agreed that, in the event that Physician forms an alternative professional organization, duly authorized under the laws of this State to practice medicine, said alternative professional organization may be substituted in the place of Physician, with all of the rights and subject to all of the obligations of Physician under the terms of this Agreement. Said substitution shall be effected upon Physician giving written notice to District.

14. Term. The term of this Agreement shall be from August 1, 2013 through August 1, 2016.

In addition, Hospital may terminate this Agreement and all rights of Physician hereunder, without notice, immediately upon the occurrence of any of the following events:

1. Upon the failure of Physician to provide the services required to be provided by Physician for a period in excess of one (1) hour unless other acceptable coverage is arranged.
2. Upon a determination by a majority of Hospital's Board of Directors, after consultation with; the Executive Committee of the Medical Staff, that Physician, or any physician provided by Physician have been guilty of professional incompetence, have failed to maintain the Service in a manner consistent with the highest standards maintained for the operation of the Service in comparable hospitals, or are otherwise bringing discredit upon the Hospital or its Medical Staff in the community.
3. Immediately upon the appointment of a receiver of Physician's assets, as assignment by Physician for the benefit of its creditors or any action taken or suffered by Physician (with respect to Physician) under any bankruptcy or insolvency act.
4. Upon Physician's failure to maintain membership on the Active Medical Staff of Northern Inyo Hospital.

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

15. Amendment. This Agreement may be amended at any time by written agreement duly executed by both parties.

16. Attorney's Fees. In the event that suit is brought regarding the provisions of this Agreement or the enforcement thereof, the prevailing party shall be awarded its cost of suit and reasonable attorney's fees as a part of any Judgment rendered therein.

17. Liquidated Damages. The parties agree and acknowledge that, should Physician fail to fulfill the terms of this Agreement, it would be extremely difficult and/or impracticable to fix the actual amount of damage suffered by the District and therefore agree that, should Physician breach the Agreement as described herein, he/she shall pay the District the sum of \$2,500 for each day, or part of a day, in which he/she is in breach as liquidated damages.

18. Binding Arbitration. Notwithstanding every other provision of this Agreement, any controversy or claim on the issues of whether Physician is in breach of this Agreement for failure to provide services and/or the total amount of liquidated damages incurred, shall be settled by arbitration before the Medical Executive Committee of Northern Inyo Hospital. The decision of the Medical Executive Committee shall be binding.

19. Medical Records. Physician shall in a timely manner, prior to the billing process, prepare and maintain complete and legible medical records, which accurately document the professional service and medical necessity of all services rendered, for each patient who is treated at the Service. Such medical records shall be the property of Hospital; however, Physician shall have access to and may photocopy relevant documents and records, within the restrictions of the law, upon giving reasonable notice to Hospital.

20. Accounts and Records. Physician agrees to maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred and revenues acquired under 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 payment or reimbursement is claimed. The Authorized Federal Office shall have access for the purpose of audit and examination to any books, documents, papers, and records of Physician, which are pertinent to this Agreement, at all reasonable times during the period of retention provided for in the following paragraph.

Physician shall preserve all pertinent records and books of accounts related to this contract in the possession of Physician for a period of four (4) years after the end of the contract period. Physician agrees to transfer to District upon termination of this Agreement any records which possess long-term value to District beyond four (4) years.

Physician shall include a clause providing similar access in any subcontract with a value or cost of \$10,000 or more over a twelve-month period when the subcontract is with a related organization.

21. Notices. The notices required by this Agreement shall be effective if

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

mailed, postage prepaid as follows:

- (a) To District at: 150 Pioneer Lane
Bishop, California 93514

- (b) To Physician at: Anne Gasior, MD
153 B Pioneer Lane
Rural Health Clinic
Bishop, Ca. 93514

22. Gender and Number. The singular shall be construed as the plural, the plural the singular, masculine as feminine and feminine as masculine, according to the context of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Hospitalist Care Agreement at Bishop, California on May 15, 2013.

DISTRICT:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

BY _____
JOHN UNGERSMA, President
Board of Directors
Northern Inyo County Local Hospital District

PHYSICIAN:

BY _____
Anne Gasior, MD

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

SCHEDULE A

1. Admit Patients as needed.
2. Round on in-patients as needed.
3. Assist with transfers as requested.
4. Complete charts as needed.
5. Record histories and physicals as needed.
6. Participate in the development of the hospital information system's computerized physician order entry module.

SCHEDULE B

1. Point system exists as to the acuity and intensity of patient care as follows:
 - a. 3 points for admission to hospital
 - b. 2 points for discharge/transfer out of hospital
 - c. 2 points for intensive care subsequent inpatient visits
 - d. 1 point for medical/surgical floor subsequent inpatient visits
 - e. 1 point for ER consultations (written notes)
2. Baseline quota = 10 points per 24 hour period (midnight to midnight)
3. Points earned over 10 per 24 hour period are reimbursed at \$50.00 per point, with a maximum limit per 7 day "on-call" week of \$1500.00
4. If physician travels from out of the local area, hospital agrees to cover:
 - a. \$100.00 for each 50 mile segment of automobile travel over 50 miles each way.
 - b. Air fare, if incurred.
 - c. Personal automobile use at \$0.55/mile during "on-call" week (IRS limit on mileage reimbursement)

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

ATTACHMENT A

Medicare Allocation and Time Records

- A. District and Physician agree to maintain a written allocation agreement in accordance with the applicable Medicare regulations in effect specifying reasonable estimates of the time Physician will spend in rendering:
 - 1. Services to the District, which are reimbursable by Part A of Medicare;
 - 2. Professional services to patients of the District which are reimbursable by Part B of Medicare; and.
 - 3. Services, which are not reimbursable by Medicare.
- B. Physician agrees to maintain adequate time records in order to substantiate the aforementioned allocation agreement. Maintenance of said time records shall not imply any employer/employee relationship between District and Pathologist.
- C. Physician shall provide written notice to District whenever the time records maintained in connection with any allocation agreement fail to substantiate, or appear to fail to substantiate, the allocations made in such an agreement. As soon as practicable after notice has been provided by Physician the parties shall execute, or cause to be executed, a new allocation agreement that reflects the actual time records.
- D. Completion of Medicare “Time Studies” (Attachment B) as required.

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

ATTACHMENT B

PHYSICIAN TIME STUDY (HOSPITALIST)

Provider: NORTHERN INYO HOSPITAL Physician: _____

Provider #: _____ Department: Hospitalist/Medical Staff Account #: _____

Time Study Conducted From: _____ To: _____

PLEASE PRINT.

ACTIVITY	Fri-Sat	Sat-Sun	Sun-Mon	Mon-Tue	Tue-Wed	Wed-Thu	Thu-Fri	TOTALS
	/ /	/ /	/ /	/ /	/ /	/ /	/ /	
A. PROVIDER SERVICES								
Supervision, or training of nurses, technicians, etc.								
Utilization review, or other committees								
Administration								
Teaching								
Supervision of Interns/Residents								
Quality Control								
Autopsies								
Other, Specify: _____ _____ _____								
Other, Specify: _____ _____ _____								
Other, Specify: _____ _____ _____								WEEKLY TOTALS
TOTAL OF "A"								
B. DIRECT								

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

MEDICAL & SURGICAL SERVICES TO INDIVIDUAL PATIENTS								
C. NON- COVERED ACTIVITIES (E.G. Research)								
DAILY TOTALS								GRAND TOTALS

I certify that this time study reflects a true and accurate record of my time, as spent at the facility identified above, during the period indicated. To ensure accuracy, the time study was completed on a daily basis during the specified period of the time study.

Physician

Signature: _____ Date: _____

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NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Reference Laboratory Testing	
Scope: Departmental	Department: Laboratory
Source: Laboratory Manager	Effective Date: March 21, 2013

PURPOSE:

To define the use of a reference laboratory for the analysis and reporting of laboratory tests not performed at Northern Inyo Hospital's (NIH) Laboratory

POLICY:

NIH will contract with one or more reference laboratories for the analysis of samples obtained at NIH and by NIH from local community providers of medical care.

The primary reference laboratory chosen must provide electronic delivery of test results to the NIH Laboratory Information System (LIS) and must provide courier service on a routine basis for the transportation of specimens to the reference laboratory.

NIH laboratory employees will order tests not performable at NIH through the LIS using established electronic ordering procedures.

PROCEDURE:

When entering reference laboratory tests, look in Paragon Order Management for additional instructions for all of the tests that are in the data base. Information needed by nursing service, doctors, and phlebotomists will generally be found there.

Specimen requirements are built into the LIS and will print on the sample label after the test is ordered. Refer to the LabCorp (the current primary reference laboratory) website <https://www.labcorp.com/wps/portal/provider/testmenu> for tests that do not have sample requirements built into the system. Notify the LIS supervisor of any test identified that does not include sample requirements.

Send reference lab specimens in the primary serum/plasma separator tube if they meet the following criteria.

1. The reference lab specimen requirement does not specify otherwise. (e.g. gel free tube, frozen specimen required, whole blood, etc.)
2. The barrier gel has formed a solid seal between the serum/plasma and the cell layer.
3. The serum/plasma has no visual evidence of cellular or debris contamination. Turbid or contaminated specimens should be aliquoted, re-spun, and pipetted into a secondary transport tube.
4. The primary tube is labeled in a manner that is consistent with the reference lab requisition (accession numbers on tube and requisition matches).

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Reference Laboratory Testing	
Scope: Departmental	Department: Laboratory
Source: Laboratory Manager	Effective Date: March 21, 2013

The LabCorp courier picks up samples at the main laboratory Monday thru Friday (excluding holidays) between 12:45 and 13:15.

PACKAGING INSTRUCTIONS:

Package and ship all specimens in accordance with applicable federal, state, and local regulations. To protect specimens from breakage or leakage during shipment use plastic vials whenever possible. If glass must be used, pad and protect it well. Specimens can be shipped at ambient, refrigerated or frozen temperatures. If needed, check the sample temperature requirements on the LabCorp website <https://www.labcorp.com/wps/portal/provider/testmenu> for ordered tests.

1. AMBIENT SPECIMENS:

These specimens do not require special temperatures or handling. Place the specimen in a ziplock biohazard bag. Place each bagged specimen together in a large green LabCorp sample handling bag with the packing list (produced in Laboratory are of Paragon). Using a black sharpie, write on the outside of the green bag "room temp" and the number of samples contained.

2. REFRIGERATED SPECIMENS:

Use only plastic tubes. Place each sample in a ziplock biohazard bag. Place each bagged specimen together in a large green LabCorp sample handling bag with the packing list (produced in Laboratory are of Paragon). Using a black sharpie, write on the outside of the green bag "refrigate" and the number of samples contained.

3. FROZEN SPECIMENS:

Use only PLASTIC VIALS. Place each sample in a ziplock biohazard bag. Place each bagged specimen together in a large green LabCorp sample handling bag with the packing list (produced in Laboratory are of Paragon). Using a black sharpie, write on the outside of the green bag "frozen" and the number of samples contained.

Further questions should be addressed to LabCorp 800-765-2755.
NIH Lab Account # 04325102

Committee Approval	Date
Laboratory Director	3/21/2013
Medical Executive Committee	
Administration	
Board of Directors	

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: STAT testing	
Scope: Departmental	Department: Laboratory
Source: Laboratory Manager	Effective Date: March 2013

PURPOSE:

To ensure critical laboratory tests are performed in a prompt manner and understood by those responsible for patient care.

POLICY:

1. A current listing of tests to be performed STAT will be maintained in a conspicuous location in each laboratory section. All personnel who test and report patient results shall review this list.
2. When a STAT test is ordered the result shall be verified within one hour of collection.

PROCEDURE:

The following tests can be ordered STAT. STAT tests are performed and resulted within one hour of collection:

Acetaminophen
Ammonia
Amylase
Basic Metabolic Panel (Chem 8)
BNP
BUN
Carbamazepine
CBC with auto differential
CBC with manual differential
CK
CKMB
Comprehensive Metabolic Panel (Chem 14)
Creatinine
Crossmatch
D-Dimer
Digoxin
Electrolyte Panel
Ethyl Alcohol
Fibrinogen
Glucose
Glycohemoglobin A1C
Hemogram
HIV-1 Screen
Infectious Mono Screen

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: STAT testing	
Scope: Departmental	Department: Laboratory
Source: Laboratory Manager	Effective Date: March 2013

Influenza A&B
 Iron
 Lactic Acid
 Lipase
 Lithium
 Magnesium
 Myoglobin
 Phenobarbital
 Phenytoin
 Platelet Count
 Platelet Function Assay (Aspirin Assay)
 Potassium
 Pregnancy Test – Serum
 Pregnancy Test – Urine
 Protein
 Protime (PT) + INR
 PTT
 Rh
 RSV
 Salicylate
 Synovial Fluid Crystals
 Type and Screen for Crossmatch
 Troponin-I
 TSH
 Uric Acid
 Urinalysis
 Urine Drug Screen
 Valproic Acid
 Vancomycin
 Wet Mount

Committee Approval	Date
Laboratory Director	
Medical Executive Committee	
Administration	
Board of Directors	

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Emergency Department Laboratory Testing	
Scope: Departmental	Department: Laboratory
Source: Laboratory Manager	Effective Date: March 21, 2013

PURPOSE:

To define the laboratory service levels for the Emergency Department orders

POLICY:

1. The laboratory will perform all tests ordered by the Emergency Department without delay.
2. Samples received from the Emergency Department will be centrifuged using the STAT spin.
3. Results will be verified immediately upon availability for resulting in the LIS.
4. Results will be turned around in accordance with STAT test policy.
5. Critical results will be called to the Emergency Department physician in accordance with the Critical Value Policy.

Committee Approval	Date
Laboratory Director	3/21/2013
Medical Executive Committee	
Administration	
Board of Directors	

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Pediatric Standards of Care and Routines	
Scope:	Department: ICU/CCU, Outpatient, PACU, Pediatric
Source: Med/Surg Nurse Manager	Effective Date:

The Standards of Care for pediatric patients identified here are considered applicable to all patients on the Pediatric Unit, but should be adapted to meet the individual needs of each patient written into the nursing care plan. The Standards of Care describe the minimal care acceptable for each patient.

1. Medication Administration for Pediatric patients

The nurse administering the first dose of an ordered medication to a pediatric patient has the responsibility to verify that the dosage (based on age and weight) has been checked against a reference by two healthcare professionals. The two persons that check the dose will initial the original order in the Medical Record i.e., *dose checked by: (initials), include resource used including the page number*) and/ or insert the printed information related to the drug and sign this information.

The Emergency medications doses based on the Broselow-Hinkle Pediatric emergency system will be calculated based on the patient's admission weight. This will be completed using a weight-based program provided by the pharmacy. If a pharmacist is in house they will calculate the doses and then the RN will do an independent double-check. If no pharmacist is in house an RN will calculate the drug doses using the provided program and then these calculations will be independently double-checked by another licensed nurse. Once the calculations are completed this information will be placed in the front of the pediatric patient's chart for ease of access.

2. Pediatric Admission Assessment (See Admission of Pediatric Patient)

Every pediatric patient will have an assessment completed upon admission by a registered nurse. Pediatric Admission Assessment is completed on all Pediatric patients up to the 13th birthday. Thirteen and up may be placed on the adult Admission Assessment form. All pediatric patients will have pain assessment completed on admission and each shift according to the pain policy.

a. Pediatric Assessment (See Pediatric Flow Sheet and Documentation of Patient Care)

The pediatric patient will be assessed every shift by a licensed nurse and more frequently if condition warrants. Head circumferences on all pediatric patients <2 years will be documented on admit and more frequently if ordered by physician.

b. All staff are trained to recognize the rights of patients and to appropriately assess and manage pain. On admission and at regular intervals all patients will be assessed for the existence of pain, both acute and chronic. The results of this assessment will be incorporated into the plan of care and in the focus charting, facilitating regular reassessment and follow-up. All patients and families will be educated in a culturally competent manner regarding appropriate expectations for pain management during hospitalization and upon discharge.

3. Pediatric Patient Care Plan

Every pediatric patient will have an up-to-date Patient Care Plan, which includes patient/family teaching and discharge planning, according to established expected outcomes.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Pediatric Standards of Care and Routines	
Scope:	Department: ICU/CCU, Outpatient, PACU, Pediatric
Source: Med/Surg Nurse Manager	Effective Date:

4. Vital Signs

Vital signs are obtained on admission and once every shift or as ordered by the physician.

Blood Pressure

Blood pressures are to be taken on all children regardless of age. Follow instructions for use of the non-invasive BP monitor. The lower extremities may be used to obtain the blood pressure with the non-invasive BP monitor on pediatric patients including the use on a newborn. If BP is higher than normal range, cuff may be too small. (See Normal Values Chart for age - specific BP values, posted in Pediatric Ante Room).

Temperature

Tympanic/Temporal temperatures may be taken on all children over the age of one month. Rectal temperatures are taken on infants under one month.

Pulse

An apical pulse is to be taken on all children under two years of age. The pulse should be taken with the infant or child in a resting or quiet state when possible. Activity should be recorded on graphic sheet with pulse rate.

Respirations

Respiratory rate is to be taken on all children, preferably with the child in a resting or quiet state. If this is not possible, activity should be recorded on graphic sheet with respiratory rate. See policy for respiratory assessment.

The RN or LVN may perform finger stick Blood Sugar (FSBS) if the pediatric patient is demonstrating signs or symptoms suspicious for hyper/hypoglycemia. The physician will be informed of the results. Any pediatric patient under the age of 3 exhibiting signs and symptoms should have a FSBS performed and results called in to physician.

5. Weights (See Pediatric Weight Policy)

Weight will be obtained on admission and daily, unless the physician writes an order to discontinue daily weights. Use gram scale for infants; floor scale for larger children. Record all weights in grams or Kg.

For those pediatric patients whose weight is 36 k or lower, the admission weight will be posted above the bed or crib, using the appropriate colored card to correspond with the Broselow Tape.

6. Height

Height will be measured on admission. May use counter or wall chart.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Pediatric Standards of Care and Routines	
Scope:	Department: ICU/CCU, Outpatient, PACU, Pediatric
Source: Med/Surg Nurse Manager	Effective Date:

7. Growth Chart (See Growth Chart)

Growth Chart must be completed on admission.

8. Sleep

Adequate amounts of sleep as determined by the age of the infant, child, or adolescent will be a goal of the Pediatric Unit.

Infants to 12 mo. 16 - 18 hours sleep/24 hours
 2 daily naps

Toddlers (12 - 24 mo) 12-14 hours sleep/24 hours
 2 short daily naps or one long nap

Preschool (3-5 yrs) 10-12 hours sleep/24 hours
 1 daily nap

School Age (5-12 yrs) 10 hours sleep/24 hours

Adolescent (12-14 yrs) 8-10 hours sleep/24 hours

Patients are encouraged to nap at their usual times or in the early afternoon. Patient's usual bedtime is encouraged during hospitalization by dimming patient room lights. It is recommended that all radio and television sets be turned off or the volume subdued during quiet time and at bedtime so as not to disturb the patient's hours of sleep.

9. Personal Hygiene

Unless contraindicated by extreme physical injury, illness, or cultural background, routine personal hygiene will be performed daily. Parent should be encouraged to assist with this routine.

Daily personal hygiene will include hair grooming. All patients with erupted teeth should have teeth brushed or oral care after every meal and snack. Pediatric patients will be bathed every other day or as needed. Infants may be bathed in the tub or sink.

Shampoo hair as needed. Body lotion may be applied to dry skin and decrease tissue breakdown over bony prominences.

10. Activity Level

A TV and VCR/DVD with children's videos/DVD are available for viewing. Parents are encouraged to bring in favorite videos/DVD appropriate for age of child.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Pediatric Standards of Care and Routines	
Scope:	Department: ICU/CCU, Outpatient, PACU, Pediatric
Source: Med/Surg Nurse Manager	Effective Date:

Each patient's age and stage of development, as well as, health status must be taken into consideration whenever nursing personnel are planning and implementing levels of activity for the hospitalized patient.

Infants: Hold for bottle and solid feedings for warmth, comfort, and physical contact.

Provide age appropriate toys for visual, auditory, and tactile stimulation.

Toddlers: Allow unrestrained movement in crib with the use of an overhead whenever possible.

Encourage the toddler to do things which can be done safely with adult supervision.

Provide comfort measures when the toddler needs to be dependent upon adult figures.

Preschool: Allow ambulation as much as physical condition will permit.

Involve in planning and caring out self-care activities according to the child's age and developmental level.

Accept lapses into dependence and encourage gradual return to independence.

Provide entertainment with music, rhymes, and familiar stories.

School Age: Provide time for doing school work. If the child will be hospitalized and/or out of school for more than three weeks, contact the Homebound School Teacher through the local education department, or encourage parents to bring in homework.

Encourage parents to bring in games that the child and parent can play.

Adolescents: Provide time for schoolwork and a Homebound School teacher if needed.

Involve in planning and carrying out self-care, which is most essential to the adolescent.

Allow to ambulate freely, yet set limits, as the adolescent needs some control of the environment.

Relationships with peers are of great importance and peer groups visitation should be allowed as much as the patient's physical condition permits.

11. Dietary Regime

If not specified by the physician, diet selection should be made according to the nursing assessment of the age and ability of the infant, child, or adolescent. Personal and parental preferences should be taken into consideration by the nursing staff and Dietary Department in planning a well-balanced diet for each individual patient.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Pediatric Standards of Care and Routines	
Scope:	Department: ICU/CCU, Outpatient, PACU, Pediatric
Source: Med/Surg Nurse Manager	Effective Date:

Infant diet consists of pureed cereal, fruit, vegetables, and meat. Infant formula, sterile water, and juices are available. Baby bottles and nipples are also available.

Toddler diet consists of junior foods and soft finger foods. Milk and juices by bottle or cup are available.

Pediatric regular diet consists of favorites of children and adolescents for their selection, along with small or large portion selection.

Regular diet consists of adult variety selection and portion size.

Three meals are served in 24 hours. Between meal and bedtime snacks are available from the dietary department for children and adolescents whose appetites or special diets require increased caloric intake.

12. Safety

All infants admitted to the Pediatric unit will be cared for following recommendations to prevent SIDS. Information provided by the "Back to Sleep" campaign will be provided to the family, with education from nursing staff documented in the medical record.

All pediatric admissions will have a security band applied at the time of admission.

- a. The nurse will document every shift that the patient has a security tag on and that it is functioning correctly.
- b. The parents/significant other will receive education specific to the security tag and its function.
- c. A picture will be taken of the child and all specific information related to the physical appearance will be placed on a form and placed in the patients chart.

For patient safety during ambulation, nursing personnel should:

- a. Accompany all patients during initial ambulation.
- b. Assist patient as indicated during hospitalization.

Bed and crib precautions for safety are:

- a. Children four years or younger will sleep in cribs with side rails up.
- b. Children between ages of 1-4 will be placed in high top (covered) cribs appropriate to level of activity.
- c. Pediatric patients may be placed in a regular bed under the age of four if the child normally sleeps in a regular bed at home.
- d. Bed should routinely be left in low position.
- e. Siderails will be used based on individual needs of child. Siderails will be up in the following cases:
 - Sedated child
 - Postoperative patient
 - Child with history/diagnosis of seizures
- f. Crib sides are kept raised to full height and secured at all times unless the nurse or parent is attending the child.
- g. Crib ceilings/extendors are to be used for any child in a crib that is able to stand.
- h. Call light is to be within easy reach of child/parent. (See policy Brady/Apnea Monitor)
- i. Unsupervised pediatric patients under the age of 10 years who are in a regular bed will have bed locks in place.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Pediatric Standards of Care and Routines	
Scope:	Department: ICU/CCU, Outpatient, PACU, Pediatric
Source: Med/Surg Nurse Manager	Effective Date:

Wheelchairs must:

- a. Be in proper working order.
- b. Have wheels locked when a patient is stationary or getting in or out of the chair. Whenever patient is transported to other areas of the hospital:
 - a. Must be accompanied by appropriate hospital personnel.

No child under the age of 8 years will be left in the tub or shower without supervision.

Environment should be:

- a. Clean
- b. Free from clutter
- c. Properly lighted
- d. Checked by personnel on each shift
- e. Free of any defective or unsafe equipment

Disposal of wastes: Follow current hospital policy.

Identification bands on all patients

Colored coded bands will be used on all patients as indicated per the color-coded band policy

Electrical safety precautions include:

- a. Use of grounded equipment
- b. Intact insulation on electrical cords.
- c. Machinery not touching patient's bed.
- d. Spilled liquid to be washed and/or wiped dry immediately.
- e. Hazards noted should be reported promptly to proper department.

13. Nutrition - Fluid and Electrolyte Balance (consult with Dietician as needed)

Assure proper intake by:

- a. Administering oral fluids, IV fluids and tube feedings as ordered.
- b. IV site to be checked every hour for patency, and appearance and documented in the PCFS
- c. Withholding fluids when necessary.
- d. Maintaining an adequate food intake.
- e. Notifying physician if actual intake varies from expected intake.

Assess the fluid and electrolyte status by:

- a. Observing, reporting, and recording abnormal signs and symptoms.
- b. Specific gravity every shift or more frequently if ordered by physician.
- c. Noting laboratory reports and bringing significant changes to doctor's attention promptly.

14. Elimination

Assess adequacy of urine and bowel output by:

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Pediatric Standards of Care and Routines	
Scope:	Department: ICU/CCU, Outpatient, PACU, Pediatric
Source: Med/Surg Nurse Manager	Effective Date:

- a. Observation of type, amount and frequency of urine and stool output.
- b. Weigh diapers for accurate output unless otherwise ordered.
- c. Check patency and position of catheter every shift - catheter care as necessary.
- d. Specific gravity every shift or more frequently if ordered by Physician.

Care of other drainage includes:

- a. Checking patency and position of tubes.
 - b. Irrigating tubes as needed per order.
 - c. Using standard precautions when handling drainage.
 - d. Measuring and recording all output.
 - e. Noting and recording color and character of drainage.
 - f. Ostomy bags applied, cleaned and changed as needed.
15. Oxygen and Ventilation (involve Respiratory Therapist as needed)
- A. Measures for providing adequate oxygen and ventilation are:
 1. Encouraging patient to turn, cough and deep breathe
 - a. Every two hours for immobile and/or strict bed rest patients (unless contraindicated).
 - b. Every two hours or more frequently for selected surgical patients.
 2. Use of incentive spirometer as ordered.
 3. Keeping air passages clear by:
 - a. Gentle suctioning of nose and mouth using the bulb syringe or Neo-Tek suction device or appropriate device for deep tracheal suction if absolutely needed or ordered.
 - b. Positioning infants on side or infant seat at all times.
 4. Observing, reporting and recording signs of inadequate oxygenation.
 - a. Signs include the following:
 - Substernal retractions
 - Nasal flaring
 - Cyanosis
 - Grunting respirations
 - Agitation unexplained by other reasons
16. Emotional Support (Patient and Parents) (consult with Social Worker as needed)
- A. All babies should be held firmly but gently when picking up or holding.
 - B. Talk softly to baby while giving care.
 - C. Encourage mother to talk softly, sing to baby, hold baby close, cuddle and have eye contact if she appears inhibited by hospital environment
 - D. Talk to baby when feeding, rock in rocking chair if possible.
 - E. Assist mother to relax when handling baby.
 - F. Indicate to patient and family that the patient is a respected, individual person.
 1. Encourage patient and family to ask questions.
 2. Allow patient to wear own bed clothes when appropriate.
 3. Answer call light signal promptly.
 4. Observation of patient's and family's understanding of, and reaction to, diagnosis and/or physical disability and adjusting nursing actions accordingly.
 5. Explanation of tests and procedures.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Pediatric Standards of Care and Routines	
Scope:	Department: ICU/CCU, Outpatient, PACU, Pediatric
Source: Med/Surg Nurse Manager	Effective Date:

6. Adjusting unit routines for patient and family convenience and/or needs.
 7. Orientation of patient and family to hospital and room environment (call system, operation of bed, bathroom, mealtimes, visiting hours. Instructing patient and/or family that all valuable items are to be taken home or placed in the safe.
 8. Listen attentively.
 - G. Observation of and reporting unusual behavior of patients and/or parents.
 - H. Encourage members of family in their support of patient.
 1. Encourage relatives to visit at mealtimes and feed patient if desired.
 2. Allow relatives to remain with patient if it is appropriate to his condition.
 - I. Accept patient's right to question and request additional information about procedures and treatments
 - J. Identify oneself by name and repeat as necessary on initial contact with patient and family.
 - K. Encourage expression of feelings to facilitate the maintenance of effective verbal and non-verbal-verbal communication and constructive means of dealing with stress.
 - L. Avoid talking about patient in his presence and in presence of the family unless they are included.
 - M. Encourage patient and family to participate in planning, assessing and providing care.
 - N. Offer to call spiritual advisor if appropriate.
17. Family Teaching
- A. Education of family regarding patient care.
 1. Provide support and education for breast and bottle feeding (may want to involve perinatal staff when caring for small infants).
 2. Promote bonding between infant and home care giver.
 - B. Teaching in keeping with limitations of family's environment and levels of family's understanding and acceptance.
 - C. Obtain assistance of personnel from other health disciplines as necessary.
18. Discharge
- A. Include family members in discharge planning.
 - B. Record date and time discharge and/or transfer took place. Follow discharge documentation guidelines.
 - C. Record mode of transportation, person to whom patient was discharged to and hospital personnel accompanying patient to the door and/or to another unit (including car seat).
 - D. Patient health status.
 - E. Signature of the nurse.
19. If Patient is Dying
- A. Notify physician and family.
 - B. Treat patient and family with compassion and respect.
 - C. Facilitate religious interventions.
20. When Patient Dies
- A. Provide privacy for family as long as necessary and allow visual and/or physical contact with the deceased if desired by family and not contraindicated.
 - B. If an infant, may want to offer a keepsake box (discuss with perinatal nurse for procedure).

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Pediatric Standards of Care and Routines	
Scope:	Department: ICU/CCU, Outpatient, PACU, Pediatric
Source: Med/Surg Nurse Manager	Effective Date:

C. Care for body in accordance with hospital procedure.

21. Infection Control

Follow the standard precautions in the Infection Control Manual. Includes cleaning of toys used in the Pediatric Unit.

22. Documentation

Per Pediatric Standards policies on Patient Care Flow Sheet.

Committee approval: ___ No; X Yes

Responsibility for review and maintenance: Med-Surg/Pediatric Head Nurse

Index listings: Pediatric Standards and Routines; Routines, Pediatric; Vital Signs – pediatric Patient; Weights, Pediatric; Growth Chart; Sleep; Hygiene; Activity Level; Diet; Safety; Nutrition, Fluids; Elimination; Emotional Support; Teaching; Discharge; Death of Child; Infection Control, Pediatric Unit (see Infection Control Policy and Procedure Manual)

Initiated: 4/86

Revised/Reviewed : 2/88, 7/94, 3/98; 7/99; 01/2000; 1/2001; 12/2001; 1/2002; 7/2005, 11/07bss, 3/09bss;1/2010bss; 6/11mcp; BS 9/12; 2/13 bss

Committee Approval	Date
Peri-peds	April 16, 2013
Executive Council	
Board of Directors	

Northern Inyo Hospital Foley Removal Protocol

- Prevent Catheter –Associated Urinary Tract Infections •

Interventions

- Insert only when necessary- must have an order.
- Write insertion date, time, and initials on urine bag with permanent marker.
- Engage in proper hand hygiene when handling catheter.
- Use catheter-securing device.
- Label the emptying device with the patient's name and date, and discard it discharge.
- Ensure perineum was cleansed with soap and water during morning care (ask patient care giver or spot check).
- Hang Foley bag on bed frame, making sure bag and tubing do not come in contact with the floor.
- Ensure Foley tubing is free of obstruction and kink free.
- Document insertion in Clinical Care station under the GU tab of the Daily assessment or other appropriate area, paper or electronic, specific to each department.

Nurse Driven Foley Removal Protocol

* See "Foley Catheter Removal Protocol" algorithm

Documentation

Complete daily assessment with clear documentation using the GU tab in Clinical care Station (or department specific paper work) in regard to a Foley Catheter in place every shift. Document insertion and discontinue date on patient care summary.(electron and/or department specific paper work)

National Healthcare Safety Network CAUTI Criteria 1

Patient had an indwelling urinary catheter in place at the time of or within 48 hours prior to specimen collection
and
at least 1 of the following signs or symptoms with no other recognized cause: fever ($>38^{\circ}\text{C}$), suprapubic tenderness, or costovertebral angle pain or tenderness
and
a positive urine culture of $\geq 10^5$ colony-forming units (CFU)/ ml with no more than 2 species of microorganisms.

National Healthcare Safety Network CAUTI Criteria 2

Patient had an indwelling urinary catheter in place at the time of or within 48 hours prior to specimen collection
and
at least 1 of the following signs or symptoms with no other recognized cause: fever ($>38^{\circ}\text{C}$), suprapubic tenderness, or costovertebral angle pain or tenderness
and
positive urinalysis demonstrated by at least 1 of the following findings:
a) Positive dipstick for leukocyte esterase and/ or nitrite
b) Pyuria (urine specimen with ≥ 10 white blood cells [WBC]/ mm^3 or ≥ 3 WBC/ high power field of unspun urine)
c) Microorganisms seen on Gram stain of unspun urine
and
positive urine culture of $\geq 10^3$ and $< 10^5$ CFU/ ml with no more than 2 species of microorganisms.

Cloudy or foul smelling urine, sediment in the Foley tubing, and temperature $<100.4^{\circ}\text{F}$ do NOT always represent a urinary tract infection

If catheterized patient has

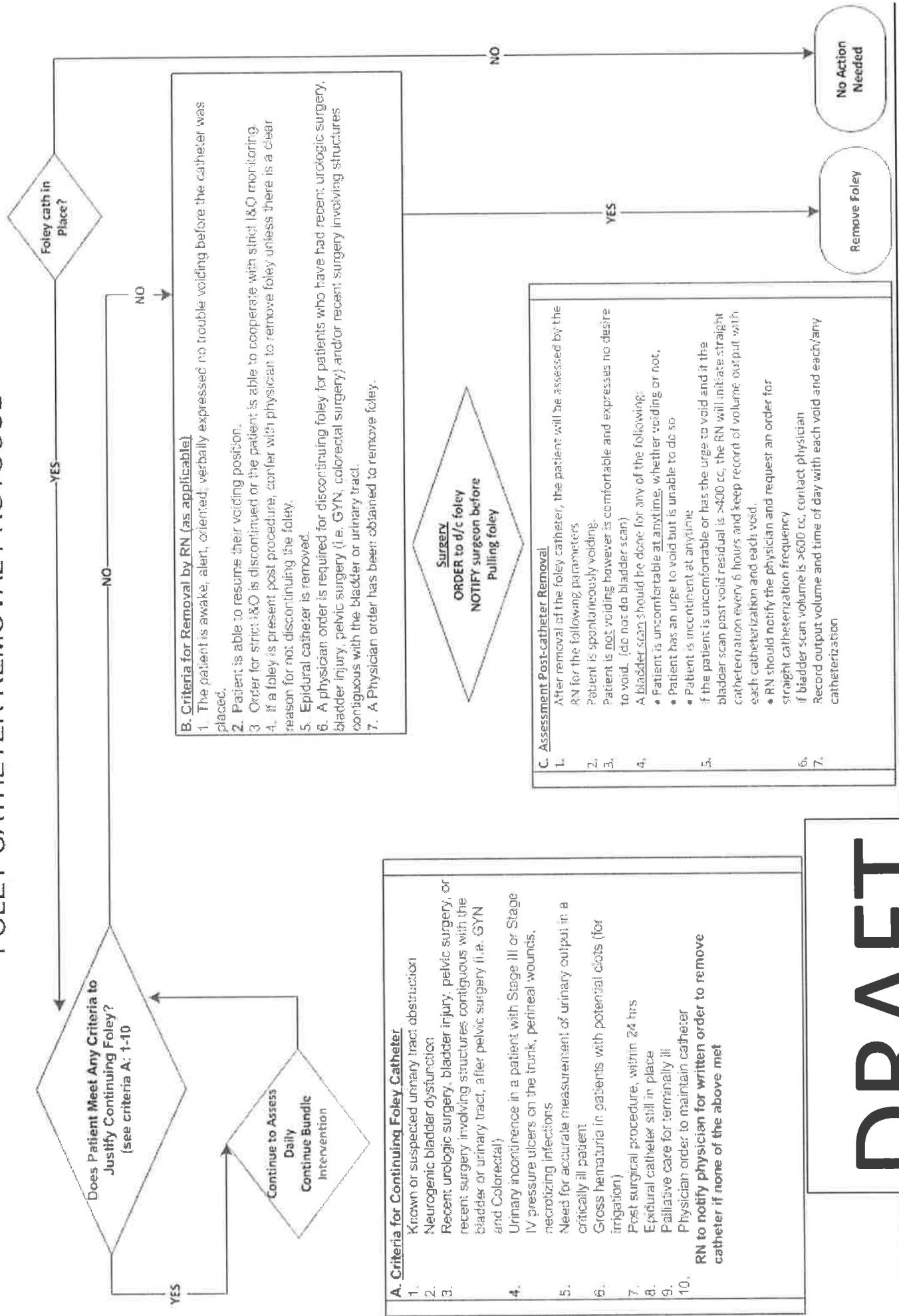
- Cloudy or foul smelling urine
- Sediment in the Foley tubing
- Low grade fever ($<100.4^{\circ}\text{F}$)



Assess the need for the Foley:

- If the patient does not need the catheter, notify the Physician for possible removal.
- If the patient needs a catheter, notify the physician for possible replacement of existing Foley Catheter.

Northern Inyo Hospital FOLEY CATHETER REMOVAL PROTOCOL



DRAFT

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Pediatrician and Infant Support Personnel Attendance at Deliveries	
Scope: Perinatal Unit	Department:
Source: Medical Staff	Effective Date:

POLICY

A pediatrician or family practice physician dedicated to the infant will be present, whenever possible, at all high risk deliveries (vaginal or C-section), or at any delivery where their presence is requested by the obstetrician, anesthesiologist, or OB RN.

High risk deliveries include but are not limited to: Fetal distress, placenta previa, abruptio placenta, gestational age less than 36 weeks, eclampsia, multiple gestations, cord prolapsed, known fetal anomalies, and/or general anesthesia.

All Cesarean section deliveries will be attended by an obstetrical nurse with NRP certification and a respiratory therapist.

PROCEDURE

When possible the pediatrician or family practice physician will be notified by the obstetrical physician or their designee prior to delivery if any maternal or fetal risk factors are present that are expected to affect infant outcome.

The pediatrician or family practice physician will be notified in the following manner:

- When a high risk patient is in labor and presence at delivery is anticipated during daytime hours (7:00-20:00);
- When attendance is desired at a delivery at night (20:00-7:00);

The pediatrics office or the appropriate family medicine office will be notified when a C-section is scheduled (or re-scheduled), even if their presence may not be requested.

Committee	Approved
Perinatal-Pediatrics Committee	4/16/13
Surgery, Tissue, Transfusion and Anesthesia Committee	4/24/13
Medical Executive Committee	
Board of Directors	

New

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Anesthesia Apparatus Checkout	
Scope:	Department: Anesthesia
Source: Surgery Nurse Manager	Effective Date:

PURPOSE:

To assure anesthesia equipment is functioning properly before induction of anesthesia.

POLICY:

Before initiation of anesthesia the following procedure will be utilized. Refer to Operators Manual by Drager for additional information concerning the functioning of the machine.

PROCEDURE: Per ASA and FDA

DOCUMENTATION:

Documentation of equipment used is noted on anesthesia record.

REFERENCE: Anesthesia System Daily Checkout and Pre Use Check Out in Drager Operators Manual for the Drager GS.
Current and Relevant JCAHO and Title 22 Standards

COMMITTEE APPROVAL: NO YES SURGERY TISSUE/ANESTHESIA
RESPONSIBILITY FOR REVIEW AND MAINTENANCE: Surgery Nurse Manager/
Staff Anesthesiologists

INDEX LISTINGS: Anesthesia Apparatus Checkout/Checkout Anesthesia/ Apparatus
REVISED: 01-01 BS; 12/2011BS TS ; 10/21/2012 PM

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Anesthesia
to Review **OLD**

Title: Anesthesia Apparatus Checkout	
Scope:	Department: Anesthesia
Source: Surgery Nurse Manager	Effective Date:

PURPOSE:

To assure anesthesia equipment is functioning properly before induction of anesthesia.

POLICY:

Before initiation of anesthesia the following procedure will be utilized. Refer to Operators Manual by Drager for additional information concerning the functioning of the machine.

PROCEDURE: -Per ASA & FDA

- 1.* **Inspect anesthesia machine for damaged or missing equipment.**
 - a. Valid inspection sticker
 - b. Undamaged flowmeters, vaporizers, gauges
 - c. Supply hoses complete with filter on **Expiratory Limb**
 - d. Undamaged breathing system with adequate CO2 absorbent
 - e. Correct mounting of cylinders in yokes, presence of cylinder wrench

- 2.* **Inspect and turn on monitors**
 - a. Electrical equipment requiring warm-up (EKG, pressure monitor, oxygen/CO2 monitor etc.)

- 3.* **Connect and check waste gas scavenging systems**
 - a. Adjust vacuum as required

- 4.* **Check that:**
 - a. Flow control valves are off
 - b. Vaporizers are off
 - c. Vaporizers are filled (not overfilled)
 - d. Filler caps are sealed tightly
 - e. CO2 absorber by-pass (if any) is off

- 5.* **Check oxygen (O2) cylinder supplies**
 - a. Disconnect pipeline supply (if connected) and return cylinder and pipeline pressure gauges to zero with O2 flush valve.
 - b. Open O2 cylinder; check pressure; close cylinder and observe gauge for evidence of high pressure leak.
 - c. With the O2 flush valve, flush to empty piping.
 - d. Repeat as in b. and c. above for second O2 cylinder, if present.
 - e. Replace any cylinder less than about 600 psig. At least one should be nearly full.
 - f. Open less full cylinder.

- 6.* **Turn on system power switch** wait for the machine to complete its diagnostic checks. **Make sure the system is functional. Check the reserve battery power. Remove the power plug from the outlet. Press the BATTERY TEST button on the main switch panel. The green indicator to the left of the test button must light. The yellow BATTERY LOW indicator must remain unlit. Plug the power cable back into the electrical outlet.**

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Anesthesia Apparatus Checkout	
Scope:	Department: Anesthesia
Source: Surgery Nurse Manager	Effective Date:

- 7.* **Check nitrous oxide (N2O) and other gas cylinder supplies**
a. Use same procedure as described in 5a. and b. above, but open and CLOSE flow-control valve to empty piping.
NOTE N2O pressure below 745 psig. indicates that the cylinder is less than 1/4 full.
- 8.* **Test flowmeters:**
a. Check that float is at bottom of tube with flow-control valves closed (or at min. O2 if so equipped)
b. Adjust flow of all gases through their full range and check for erratic movements of floats.
- 9.* **Test ratio protection/warning system if present**
Attempt to create hypoxic O2/N2O mixture, and verify correct change in gas flows and/or alarm.
- 10.* **Test O2 pressure failure system**
a. Set O2 and other gas flows to mid-range
b. Close O2 cylinder and flush to release O2 pressure
c. Verify that all flows fall to zero. Open O2 cylinder
d. Close all other cylinders and bleed piping pressures
f. CLOSE FLOW CONTROL VALVES
- 11.* **Test central pipeline gas supplies**
a. Inspect supply hoses (should not be cracked or worn)
b. Connect supply hoses, verifying correct color coding
c. Adjust all flows to at least mid-range
d. Verify that supply pressures hold (45-55 psig)
e. Shut off flow control valves
- 12.* **Add any accessory equipment to the breathing system**
Add PEEP valve, humidifier, etc., if they might be used (if necessary remove after step 18 if needed).
- 13.* **Calibrate O2 monitor**
a. Calibrate O2 monitor to read 21% in room air
b. Test low alarm
c. Occlude breathing system at patient end; fill and empty System several times with 100% O2.
d. Check that monitor reading is nearly 100%
- 14.* **Sniff inspiratory gas**
There should be no odor
- 15.* **Check unidirectional valves**
a. Inhale and exhale through a surgical mask into the breathing system (each limb individually, if possible).
b. Verify unidirectional flow in each limb

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Anesthesia Apparatus Checkout	
Scope:	Department: Anesthesia
Source: Surgery Nurse Manager	Effective Date:

- c. Reconnect tubing firmly

16.## Test for leaks in machine and breathing system

- a. Close APL (pop-off) valve and occlude system at patient end.
- b. Fill system via o2 flush until bag just full, but negligible pressure in system. Set O2 flow to 5 l/min.
- c. Slowly decrease O2 flow until pressure **no longer rises** above 20 cm H O. This approximates total leak rate, which should be no greater than a few hundred ml/min. (less for closed circuit techniques)
CAUTION: Check valves in some machines make it imperative to measure flow in step c. above when pressure **just stops rising.**
- d. Squeeze bag to pressure of about 50cm H O and verify that system is tight.

17. Exhaust valve and scavenger system

- a. Open APL valve and observe release of pressure.
- b. Occlude breathing system at patient end and verify that negligible positive or negative pressure appears with either zero or 5L/min. flow and exhaust relief valve (if present) opens with flush flow.

18. Test ventilator

- a. If switching valve is present, test function in both bag and ventilator mode.
- b. Close APL valve if necessary and occlude system at patient end.
- c. Test for leaks and pressure relief by appropriate cycling (exact procedure will vary with type of ventilator).
- d. Attach reservoir bag at mask fitting, fill system and cycle ventilator. Assure filling/emptying of bag.

19. Check for appropriate level of patient suction

20. Check, connect, and calibrate other electronic monitors

21. Check final position of all controls.

**22. Turn on and set other appropriate alarms for
Equipment to be used**

23. Set O2 monitor alarm limits

**24. Set airway pressure and/or volume monitor alarm limits
(if adjustable)**

Last two steps (23 &24) should be done as soon as is practical.

* If an anesthetist uses the same machine in successive cases, the steps marked with an asterisk (*) need not be repeated or may be abbreviated after the initial checkout.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Anesthesia Apparatus Checkout	
Scope:	Department: Anesthesia
Source: Surgery Nurse Manager	Effective Date:

A vaporizer leak can only be detected if the vaporizer is turned on during this test. Even then, a relatively small but clinically significant leak may still be obscured.

DRAGER FABIUS Morning Checklist

1. Press Standby button if machine in sleep mode or press rotary knob
2. Press soft key under Run System Test
 - Drager Fabius GS will run a complete system test and return to Standby Screen.
3. Press soft key under Calibrate Flow Sensor
 - Close all fresh gas control valves.
 - Remove expiratory hose from breathing system.
 - To start Flow Sensor Calibration press rotary knob.
 - When Flow Calibration completed – reconnect expiratory hose.
 - Drager Fabius GS will return to Standby Screen.
4. Press soft key under Calibrate O2 Sensor.
 - Remove O2 sensor and expose to room air for 2 minutes.
 - To start O2 Calibration press rotary knob.
 - When O2 Sensor Calibration is complete, Drager Fabius GS will return to Standby screen and instruct you to reinsert O2 sensor.
5. Press soft key under Leak/Compliance Test.
 - Close all fresh gas control valves.
 - Place Y-piece on plug located on bag mount.
 - Seal sample-line connector (if applicable), should have been removed with mask.
 - Switch APL valve to “MAN” and set pressure to 70 (per Jessie)
 - Press O2 flush button, build up a pressure of 25-30 (per Jessie)
 - Screen will tell you that compliance test PASSED and leak test PASSED
 - Press rotary knob to exit and return to Standby screen.
 - Return APL valve to Spontaneous.

DOCUMENTATION:

Documentation of equipment used is noted on anesthesia record.

REFERENCE: Anesthesia System Daily Checkout and Pre Use Check Out in Drager Operators Manual for the Drager GS.
Current and Relevant JCAHO and Title 22 Standards

COMMITTEE APPROVAL: NO YES SURGERY TISSUE/ANESTHESIA

RESPONSIBILITY FOR REVIEW AND MAINTENANCE: Surgery Nurse Manager/

Staff Anesthesiologists

INDEX LISTINGS: Anesthesia Apparatus Checkout/Checkout Anesthesia/ Apparatus

REVISED: 01-01 BS; 12/2011BS TS

DRAFT

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

DRAFT

Title: Cancer Chemotherapy in consultation with oncologist per protocol	
Scope: Hospitalwide	Department: Medical Staff, Outpatient Unit
Source: Medical Staff	Effective Date: May 2013

POLICY:

Physicians who are not oncologists who have requested and been granted the privilege "Cancer Chemotherapy in consultation with oncologist per protocol" ("Physicians") will complete the required education at specified intervals and comply with the procedure as outlined below.

PROCEDURE:

The local privileged Physician will complete the *Chemotherapy Treatment Authorization In Consultation with Oncologist per Approved Protocol* form for his/her private practice patient and submit it with the orders of the treating Board-certified oncologist (who may or may not be privileged at NIH) to the Outpatient Infusion Unit.

An Outpatient Chemotherapy Nurse (RN) and a licensed Hospital Pharmacist will review the oncologist's orders compared with published chemotherapy protocols. Questions regarding the orders or medication administration will be directed to the ordering oncologist, but changes also will be communicated promptly to the patient's Physician.

The patient will be followed by his/her local privileged Physician and by the patient's treating oncologist.

Outpatient Infusion Unit:

All RNs administering chemotherapy have completed chemotherapy training through the Oncology Nursing Society. A patient assessment, including vital signs, physical assessment, weight, side effects from prior chemo, and lab values, will be performed by the outpatient chemotherapy RN. The oncologist and privileged Physician will be notified of any problems prior to chemotherapy administration. All chemotherapeutic agents will be double checked by 2 RNs in the outpatient infusion unit prior to administration.

Pharmacy:

The licensed Hospital pharmacist makes hepatic, renal, and toxicity adjustments as needed per the oncologist's request. All chemotherapy is checked by 2 licensed pharmacists or a licensed pharmacist and a chemotherapy trained RN before the medication leaves the Hospital pharmacy for delivery to the outpatient infusion unit.

Committee Approval	Date
Pharmacy and Therapeutics Committee	
Medicine-Intensive Care Committee	
Medical Executive Committee	
Hospital District Board of Directors	



NORTHERN INYO HOSPITAL
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People you know, caring for people you love

Medical Staff Office
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 maggie.egan@nih.org

CHEMOTHERAPY TREATMENT AUTHORIZATION

In Consultation with Oncologist per Approved Protocol

Patient Name	Medical Record #	DOB
Oncologist Name/Title	Oncologist Contact #s	
Primary Care Physician Name/Title	PCP Contact #s	

I certify the following:

- I currently am the Primary Care Provider for the patient listed above.
- I currently am privileged and competent to manage chemotherapy patients in consultation with an oncologist.
- I personally consulted with the patient's oncologist listed above regarding the patient on _____ (date, time), by _____ (manner of communication).
- The oncologist's orders are in compliance with chemotherapy protocols that are published in current compendia and current pertinent literature, or the oncologist has specified in writing his/her reasons for dose reduction.
- I personally examined the patient on _____ (date, time), at _____ (location) and it is my professional opinion that this treatment is appropriate for this patient at this time in the patient's current physical and mental condition.
- I will be personally responsible to manage the patient during and post prescribed chemotherapy treatment.

Primary Care Physician Name	Primary Care Physician Signature	Date, Time

**THIS SHEET
INTENTIONALLY
LEFT BLANK**

Patty Dickson

To: Sandy Blumberg
Cc: Patty Dickson
Subject: Imaging Department Service Contract Renewal and Changes

NIH Board of Directors and Mr. Halfen,

It is time to renew the 10-year service contracts on the majority of the equipment in the imaging building.

Also submitted for renewal are 2 service contracts for OB clinic and OB department US machines. All current service contracts expire by the end of this year.

I have included a quote, but I have made notes on it so that everyone can clearly understand what equipment each section is discussing. The terminology on it doesn't easily match with how we commonly refer to the equipment.

We have included a software package, ASiR (Adaptive Statistical iterative Reconstruction), in the service contract renewal package. Including the radiation dose reduction software in this manner (service contract inclusion) allows us to upgrade the software for \$160,000 over 5 years, instead of directly purchasing a new console at a cost of \$220,000. The annual cost of the dose reduction software is \$3,000/month for the first 5 years and no addition to the CT service contract (a cost of \$9380/month in the new contract) for the remaining 5 years of this contract.

This software allows us to reduce our radiation doses from CT scans significantly. This will enable us to stay on top of the approaching legal requirements for CT and remain proactive in keeping the patient exposure to medical radiation as low as reasonably achievable. I have included materials from GE with information about this software.

Our current service contract (ends 2013) is \$562,092/year, \$46,841/month.

The new service contract (years 2014-2024) provided will lock in the rate of \$530,818/year, \$44,235/month.

OB US machine service contract renewals total \$9,766/year, \$814/month.

There may be a few final adjustments in the wording of the actual contract that will need Mr. Halfen's signature, but the cost will not increase.

Notable changes to service contract:

- Removal of two GE Logiq 9 US machines. End of equipment life. One replaced with Toshiba US (no service cost for 3 years). One scheduled to be replaced with US machine to be determined at June Board Meeting.
- Separated two OB US machines out for expense department coding purposes.
- Addition of ASiR software/console upgrade/service contract for CT scanner.

Thank you for your consideration. I am happy to address any concerns or questions you may have.

Respectfully,
Patty Dickson
RT (R)(N)(M)

Radiology Manager



NORTHERN INYO HOSPITAL
People you know, caring for people you love.

150 Pioneer Lane
Bishop, CA 93514
760-873-2634



Northern Inyo Hospital

Billing Account #: 670633475
 LOC #: 630

Optional: Person(s) to be notified when this document is processed:
 Name(s):
 Email(s):

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 5/31/2013

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount	Comments
System ID: 760873AWM1 Contract: 0339556	ADD	GE WORKSTATION ADVANTAGE WORKSTATION 4.4 (M#100D)	5/31/2013	AssurePoint Standard	INCLUDED: <input type="checkbox"/> iLinq Response Time: 30 mins <i>NMler Radiologist Reviewing Workstation</i>	<input type="checkbox"/> FE Gov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Gov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Gov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$4,590	
System ID: 760873CAD Contract: 0339556	ADD	ICAD MV FR ICAD SECONDLOOK DIGITAL (S10009)	5/31/2013	AssurePoint Standard	<i>Legally required mammography software computer aided detection</i>	<input type="checkbox"/> FE Gov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Gov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 24 Hour <input type="checkbox"/> PM Gov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Uptime Commitment: 95%	\$5,070	
System ID: 760873CFAMV Contract: 0339556	ADD	GE WORKSTATION ADVANTAGE WORKSTATION 4.4 (M#100D)	5/31/2013	AssurePoint Standard	INCLUDED: <input type="checkbox"/> iLinq Response Time: 30 mins <i>CT Post Processing Work Station</i>	<input type="checkbox"/> FE Gov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Gov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Gov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$4,590	
System ID: 760873DAMX Contract: 0339556	ADD	GE XR DEFINUM 700 PORTABLE (AMX 700) (M#727)	5/31/2013	AssurePoint Standard	INCLUDED: <input type="checkbox"/> Auto Exposure Control <input type="checkbox"/> Battery Replacement Coverage <input type="checkbox"/> Techniswitch EXCLUDED: <input type="checkbox"/> Tube Coverage <input type="checkbox"/> Detector Coverage <input type="checkbox"/> Peripherals <input type="checkbox"/> Printers <input type="checkbox"/> UPS <input type="checkbox"/> Workstation <i>Digital Portable Xray Machine</i>	<input type="checkbox"/> FE Gov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Gov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Gov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$3,900	



Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount	Comments
System ID: 760873DAMX Contract: 03399556	ADD	GE XR TRAD - Tethered Detector (XRTTRAD)	5/31/2013	AssurePoint Complete	Digital portable X-ray detector	<input type="checkbox"/> 8 Hours apps training on detector in first year of contract at 1-site <input type="checkbox"/> Acc Cov: 1-replac/contract yr-\$0; ea addl replacement-\$30K <input type="checkbox"/> Replacements due to abuse, theft, loss or fire: Excluded <input type="checkbox"/> Unlimited replacements due to normal wear and tear <input type="checkbox"/> FE Cov: Weekdays: Mon-Fri, 8AM-9PM <input type="checkbox"/> FE Cov: Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech: Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov: Mon-Fri, 8AM-9PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$14,740	
System ID: 760873DAMX Contract: 03399556	ADD	GE XR DEFINUM 700 PORTABLE (AMX 700) (X#727)	5/31/2013	AssurePoint GlassPro	glass coverage for digital portable	<input type="checkbox"/> Acc Cov: Unlimited replacements at \$6K each <input type="checkbox"/> Replacements due to abuse, theft, loss or fire: Excluded <input type="checkbox"/> Unlimited replacements due to normal wear and tear <input type="checkbox"/> FE Cov: Weekdays: Mon-Fri, 8AM-9PM <input type="checkbox"/> FE Cov: Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech: Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov: Mon-Fri, 8AM-9PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$268	
System ID: 760873FP1 Contract: 03399556	ADD	GE XR FlashPad - Digital Wireless Detector (X#0D7A)	5/31/2013	AssurePoint Complete	Xray detector ER xray room	<input type="checkbox"/> Acc Cov: Unlimited replacements at \$6K each <input type="checkbox"/> Replacements due to abuse, theft, loss or fire: Excluded <input type="checkbox"/> Unlimited replacements due to normal wear and tear <input type="checkbox"/> FE Cov: Weekdays: Mon-Fri, 8AM-9PM <input type="checkbox"/> FE Cov: Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech: Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov: Mon-Fri, 8AM-9PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$18,760	



Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount	Comments
System ID: 760873FP2 Contract: 0339556	ADD	GE XR FlashPad - Digital Wireless Detector (#80D7A)	5/31/2013	AssurePoint Complete	X-ray detector X-ray Bm Z	<input type="checkbox"/> Acc. Cov: Unlimited replacements at \$6K each <input type="checkbox"/> Replacements due to abuse, theft, loss or fire: Excluded <input type="checkbox"/> Unlimited replacements due to normal wear and tear <input type="checkbox"/> GE Cov. Weekdays: Mon-Fri, 8AM-9PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov: Mon-Fri, 8AM-9PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$18,760	
System ID: 760873INJ Contract: 0339556	ADD	MEDRAD MV PR MEDRAD STELLANT D (SME047)	5/31/2013	AssurePoint Standard	Pressure injector in CT	<input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 24 Hour <input type="checkbox"/> PM Cov: Mon-Fri, 8AM-5PM <input type="checkbox"/> Uptime Commitment: 95% <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 24 Hour <input type="checkbox"/> PM Cov: Mon-Fri, 8AM-5PM <input type="checkbox"/> Uptime Commitment: 95%	\$4,700	
System ID: 760873IXN Contract: 0339556	ADD	MEDRAD MV PR MEDRAD SPECTRIS INJECTOR (SME046)	5/31/2013	AssurePoint Standard	Pressure injector System in MRI	<input type="checkbox"/> INCLUDED: <input type="checkbox"/> GE Supplied Coils <input type="checkbox"/> iCenter Utilization Reports: Silver <input type="checkbox"/> iLing Response Time: 30 Mins <input type="checkbox"/> Spectroscopy <input type="checkbox"/> EXCLUDED: <input type="checkbox"/> 32 Channel <input type="checkbox"/> Coldhead Criller Coverage <input type="checkbox"/> Peripherals <input type="checkbox"/> Printers <input type="checkbox"/> UPS <input type="checkbox"/> Workstation	\$3,800	
System ID: 760873IXMR Contract: 0339556	ADD	GE MR 1.5T HDX TWIN SPEED (MSF043)	5/31/2013	AssurePoint Standard	"MRI"	<input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-9PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov: Mon-Fri, 8AM-9PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$96,145	
System ID: 760873MFCRVO Contract: 0339556	ADD	GE MR MR MAGNET MAINTENANCE AND OXYGEN (MS2282)	5/31/2013	Magnet Maintenance and Oxygen	INCLUDED: K4 w/ Ellis Warts MRI Contrast System	<input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-9PM <input type="checkbox"/> InSite / Tech. Phone Support	\$37,319	



Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount	Comments
System ID: 760873MWM Contract: 0339556	ADD	GE XR SENOCAPHE ESSENTIAL FFDN (NON-MOBILE) (#8600N)	5/31/2013	AssurePoint Standard	<p>INCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> All GE-Sourced Mammo Paddles <input type="checkbox"/> Detector Coverage <input type="checkbox"/> Lung Response Time: 30 mins <p>EXCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tube Coverage <input type="checkbox"/> Peripherals <input type="checkbox"/> Printers <input type="checkbox"/> UPS <input type="checkbox"/> Workstation <p style="text-align: center;"><i>Mammography system</i></p>	<ul style="list-style-type: none"> <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-9PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> Center Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-9PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97% 	\$31,892	
System ID: 760873MWM Contract: 0339556	ADD	GE XR SENOCAPHE ESSENTIAL FFDN (NON-MOBILE) (#8600N)	5/31/2013	AssurePoint GlassPro	<p>INCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Acquisition Station <input type="checkbox"/> Crystal Coverage <input type="checkbox"/> Hawkeye (With Tube) <input type="checkbox"/> Lung Response Time: 30 mins <input type="checkbox"/> Table <p>EXCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Multi-Format Camera <input type="checkbox"/> Peripherals <input type="checkbox"/> UPS <input type="checkbox"/> VDR <input type="checkbox"/> Workstation <p style="text-align: center;"><i>Mammography system glass coverage</i></p>	<ul style="list-style-type: none"> <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-9PM <input type="checkbox"/> Exchange Replacement Period: 12 Months <input type="checkbox"/> Exchange Replacement Price: 7400 <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> Center Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97% 	\$603	
System ID: 760873NJC Contract: 0339556	ADD	GE NM INFNIA - WITH HAWKEYE 4 (NM#922)	5/31/2013	AssurePoint Standard	<p>INCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Detector Coverage <input type="checkbox"/> Lung Response Time: 30 mins <input type="checkbox"/> Table <p>EXCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tube Coverage <input type="checkbox"/> Peripherals <input type="checkbox"/> Printers <input type="checkbox"/> UPS <input type="checkbox"/> Workstation <p style="text-align: center;"><i>Nuclear Medicine Camera</i></p>	<ul style="list-style-type: none"> <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-9PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> Center Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-9PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97% 	\$29,480	
System ID: 760873RAD Contract: 0339556	ADD	GE XR DEFINUM 8000 - 1 DET (#711)	5/31/2013	AssurePoint Standard	<p>INCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Detector Coverage <input type="checkbox"/> Lung Response Time: 30 mins <input type="checkbox"/> Table <p>EXCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tube Coverage <input type="checkbox"/> Peripherals <input type="checkbox"/> Printers <input type="checkbox"/> UPS <input type="checkbox"/> Workstation <p style="text-align: center;"><i>X-ray Room</i></p>	<ul style="list-style-type: none"> <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-9PM <input type="checkbox"/> Exchange Replacement Period: 12 Months <input type="checkbox"/> Exchange Replacement Price: 6300 	\$335	
System ID: 760873RAD Contract: 0339556	ADD	GE XR DEFINUM 8000 - 1 DET (#711)	5/31/2013	AssurePoint GlassPro	<p>INCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Acquisition Station <input type="checkbox"/> Crystal Coverage <input type="checkbox"/> Hawkeye (With Tube) <input type="checkbox"/> Lung Response Time: 30 mins <input type="checkbox"/> Table <p>EXCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Multi-Format Camera <input type="checkbox"/> Peripherals <input type="checkbox"/> UPS <input type="checkbox"/> VDR <input type="checkbox"/> Workstation <p style="text-align: center;"><i>Glass Coverage X-ray Rm 1</i></p>	<ul style="list-style-type: none"> <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-9PM <input type="checkbox"/> Exchange Replacement Period: 12 Months <input type="checkbox"/> Exchange Replacement Price: 6300 	\$335	



Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount	Comments
System ID: 760873RF1 Contract: 0339556	ADD	GE XR PRECISION 500D (#4100Q)	5/31/2013	AssurePoint Standard	<p>INCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Digital <input type="checkbox"/> Ling Response Time: 30 mins <p>EXCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tube Coverage <input type="checkbox"/> DVD Burner <input type="checkbox"/> Image Intensifier <input type="checkbox"/> Peripherals <input type="checkbox"/> Printers <input type="checkbox"/> UPS <input type="checkbox"/> VCR <input type="checkbox"/> Workstation <p><i>ER</i></p>	<ul style="list-style-type: none"> <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> OnSite Maintenance Reports: Silver <input type="checkbox"/> iOnSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97% 	\$16,750	
System ID: 760873RF1 Contract: 0339556	ADD	GE XR PRECISION 500D (#4100Q)	5/31/2013	AssurePoint GlassPro	<p><i>Class Coverage X-ray room in ER</i></p> <p>INCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Digital <input type="checkbox"/> Ling Response Time: 30 mins <p>EXCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tube Coverage <input type="checkbox"/> DVD Burner <input type="checkbox"/> Image Intensifier <input type="checkbox"/> Peripherals <input type="checkbox"/> Printers <input type="checkbox"/> UPS <input type="checkbox"/> VCR <input type="checkbox"/> Workstation <p><i>X-ray Room Z</i></p>	<ul style="list-style-type: none"> <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> Exchange Replacement Period: 12 Months <input type="checkbox"/> Exchange Replacement Price: 6300 <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iOnSite Maintenance Reports: Silver <input type="checkbox"/> iOnSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97% 	\$603	
System ID: 760873RF2 Contract: 0339556	ADD	GE XR PRECISION 500D (#4100Q)	5/31/2013	AssurePoint GlassPro	<p><i>Class Coverage X-ray Rm 2</i></p> <p>EXCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tube Coverage <input type="checkbox"/> DVD Burner <input type="checkbox"/> Image Intensifier <input type="checkbox"/> Peripherals <input type="checkbox"/> Printers <input type="checkbox"/> UPS <input type="checkbox"/> VCR <input type="checkbox"/> Workstation 	<ul style="list-style-type: none"> <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> Exchange Replacement Period: 12 Months <input type="checkbox"/> Exchange Replacement Price: 6300 <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Onsite Response Time: 6 Hour <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Uptime Commitment: 95% 	\$603	
System ID: 760873JFSCF Contract: 0339556	ADD	POWERWARE M/ PR POWERWARE UPS 14 KVA (SEA114)	5/31/2013	AssurePoint Standard	<p><i>Battery Back-up/UPS for IT</i></p> <p>EXCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Battery Replacement Coverage 	<ul style="list-style-type: none"> <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> Exchange Replacement Period: 12 Months <input type="checkbox"/> Exchange Replacement Price: 6300 <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Onsite Response Time: 6 Hour <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Uptime Commitment: 95% 	\$3,000	



Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount	Comments
System ID: 760873VCT Contract: 0339556	ADD	GE CT LIGHTSPEED VCT (64 SLICE) (#107D)	5/31/2013	AssurePoint Advance	<p>INCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> iCenter Utilization Reports: Gold <input type="checkbox"/> iLinq Response Time: 30 Mins <input type="checkbox"/> System and Tube Coverage: 2,001 - 3,000 Patients/Yr <p>EXCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> InSite OnWatch <input type="checkbox"/> Mobile <input type="checkbox"/> Peripherals <input type="checkbox"/> Printers <input type="checkbox"/> UPS <input type="checkbox"/> Workstation <p style="text-align: center;">" CT "</p>	<ul style="list-style-type: none"> <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-9PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-9PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97% <input type="checkbox"/> TIP Accreditation: Physicist Support: Excluded <input type="checkbox"/> TIP Succeeded Lifecycle Program: Excluded <input type="checkbox"/> No SPH parts fee for Hard Down: Excluded <input type="checkbox"/> TIP-Ed Online Subscription 	\$112,560	<p>YEARS 1-5- Asir Upgrade: \$32,004/Year Console Service: \$3,996/Year YEARS 6-10 Asir Upgrade and console service: \$0/Year</p>
System ID: 760873VCT Contract: 0339556	ADD	GE CT LIGHTSPEED VCT (64 SLICE) (#107D)	5/31/2013	AssurePoint Refresh	<p>Upgrade for ASIR Software & Service Station & Service " CT dose Reduction Software</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Catalog: E7864RA - Xstream HD Console with ASIR35 fps (without VHS) <input type="checkbox"/> Payment Terms: <u>60 month term (5Yr)</u> at \$2667/month = \$160,000 <input type="checkbox"/> Inflation Adjustment: Does not apply to this offering 	\$36,000	<p>YEARS 1-5- Asir Upgrade: \$32,004/Year Console Service: \$3,996/Year YEARS 6-10 Asir Upgrade and console service: \$0/Year</p>
System ID: 760873XEL1 Contract: 0339556	ADD	GE WORKSTATION XELERS WORKSTATION 3X (#220H)	5/31/2013	AssurePoint Standard	<p>INCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> iLinq Response Time: 30 mins <p>EXCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Peripherals <input type="checkbox"/> UPS <input type="checkbox"/> Xeleris Floating License <input type="checkbox"/> Xeleris Suite <p>Nuclear Medicine</p>	<ul style="list-style-type: none"> <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97% 	\$3,149	<p>YEARS 1-5- Asir Upgrade: \$32,004/Year Console Service: \$3,996/Year YEARS 6-10 Asir Upgrade and console service: \$0/Year</p>

post-processing workstation



Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount	Comments
System ID: 760873XEL2 Contract: 0339556	ADD	GE WORKSTATION XELERS VIEWSTATION 2X (N#110Q)	5/31/2013	AssurePoint Standard	<p>INCLUDED: <input type="checkbox"/> Ring Response Time: 30 mins</p> <p>EXCLUDED: <input type="checkbox"/> Peripherals <input type="checkbox"/> UPS</p> <p>Radiologist Review Workstation for NM</p>	<input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> Center Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$3,149	
System ID: OEC081392 Contract: 0339556	ADD	GE XR OEC MINI 6800 (QMS544)	5/31/2013	AssurePoint Standard	<p>INCLUDED: <input type="checkbox"/> Tube Coverage <input type="checkbox"/> Diroom Gateway <input type="checkbox"/> Digital Acquisition Sys. <input type="checkbox"/> Printers</p> <p>EXCLUDED: <input type="checkbox"/> Image Intensifier <input type="checkbox"/> VOR</p> <p>Mini C-arm "6800" (OR)</p>	<input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 6 Hour <input type="checkbox"/> Center Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$4,265	
System ID: OEC020458 Contract: 0339556	ADD	GE XR OEC SERIES 9900 ELITE (X#323H)	5/31/2013	AssurePoint Standard	<p>INCLUDED: <input type="checkbox"/> Tube Coverage <input type="checkbox"/> Battery Replacement Coverage <input type="checkbox"/> Diroom Gateway <input type="checkbox"/> Digital Acquisition Sys. <input type="checkbox"/> Printers</p> <p>EXCLUDED: <input type="checkbox"/> Image Intensifier <input type="checkbox"/> MTS/Cardiac <input type="checkbox"/> VOR</p> <p>X-ray C-arm "9900"</p>	<input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 6 Hour <input type="checkbox"/> Center Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$11,880	



Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount	Comments
System ID: PA-301755 Contract: 0339556	ADD	GE LUNAR PRODIGY ADVANCE FULL SIZE (UBPAPF)	5/31/2013	AssurePoint Standard	INCLUDED: <input type="checkbox"/> Tube Coverage <input type="checkbox"/> Detector Coverage <input type="checkbox"/> External Hard Drive <input type="checkbox"/> Host PC <input type="checkbox"/> Monitor <input type="checkbox"/> Printers EXCLUDED: <input type="checkbox"/> Mobile <input type="checkbox"/> Peripherals <input type="checkbox"/> UPS <input type="checkbox"/> Workstation <i>Dexa</i>	<input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Onsite Response Time: 72 Hour <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> PM Cov: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> Uptime Commitment: 95%	\$4,570	
System ID: 760873LKODAK Contract: 0339556	ADD	KODAK MV/PR KODAK/IMM 8100 DRVIEW IMAGER (SKO012)	5/31/2013	AssurePoint Standard	<i>Film Printer in MRI</i>	<input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 24 Hour <input type="checkbox"/> PM Cov: Mon-Fri, 8AM-5PM <input type="checkbox"/> Uptime Commitment: 95%	\$5,536	

NET ADJUSTMENT TO CONTRACT:

\$530,818

The existing Agreement is hereby amended for valuable consideration. Equipment listed above will be Added to, Deleted from, or Modified on the Agreement subject to Terms of contract Deliverables document for indicated service offering. Coverage will end on the current Agreement end date unless the Agreement is subsequently renewed or extended. If there is a conflict between this Amendment and any other terms and conditions in the Agreement or Transaction Schedule, the terms and conditions of this Amendment will prevail.

Estimated Usage (for applicable systems and offering combinations only): Within 90 days after expiration of warranty, and at the end of each one-year anniversary date of the Agreement, GE will review your actual system usage during the prior 2-month period, and if applicable will adjust your estimated usage effective the first day of the next contract year. Corresponding adjustments will be made to your Norm al Fixed Charges, effective on such date, to reflect your new estimated usage.

Customer:

Approved By: _____ Title: _____ Approved By: _____ Title: _____

Signature: _____ Date: _____ Signature: _____ Date: _____



Northern Inyo Hospital

Billing Account #: 670633475
 LOC #: 630

Optional: Person(s) to be notified when this document is processed:
 Name(s): _____
 Email(s): _____

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 6/1/2013

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount
System ID: LP566661 Contract: 0339556	ADD	GE UL LOGQ P5 PREMIUM (#372) <i>US Machine in OB Clinic</i>	6/1/2013	AssurePoint Standard	INCLUDED: <input type="checkbox"/> DVD <input type="checkbox"/> DVR <input type="checkbox"/> General/Specialty Probes: 1-99 <input type="checkbox"/> Pedoff Probe <input type="checkbox"/> Printers <input type="checkbox"/> VCR	<input type="checkbox"/> Accid. Damage Probe Repl.: None <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 6 Hour <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Uptime Commitment: 95%	\$5,813

NET ADJUSTMENT TO CONTRACT: \$5,813

The existing Agreement is hereby amended for valuable consideration. Equipment listed above will be Added to, Deleted from, or Modified on the Agreement subject to terms of contract Deliverables document for indicated service offering. Coverage will end on the current Agreement end date unless the Agreement is subsequently renewed or extended. If there is a conflict between this Amendment and any other terms and conditions in the Agreement or Transaction Schedule, the terms and conditions of this Amendment will prevail. This Addendum shall commence on the LATER OF: (a) the above Effective Date if Customer signs and returns this Addendum within fifteen (15) calendar days of the Effective Date; or (b) the date of signature below if Customer does not sign and return this Addendum within fifteen (15) calendar days of the Effective Date.

Estimated Usage (for applicable systems and offering combinations only): Within 90 days after expiration of warranty, and at the end of each one-year anniversary date of the Agreement, GE will review your actual system usage during the prior 2-month period, and if applicable will adjust your estimated usage effective the first day of the next contract year. Corresponding adjustments will be made to your Norm al Fixed Charges, effective on such date, to reflect your new estimated usage.

<p>Customer:</p> <p>Approved By: _____ Title: _____</p> <p>Signature: _____ Date: _____</p>	<p>GE Healthcare:</p> <p>Approved By: _____ Title: _____</p> <p>Signature: _____ Date: _____</p>
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OB Clinic US machine



Northern Inyo Hospital

Billing Account #: 670633475

LOC #: 630

Optional: Person(s) to be notified when this document is processed:
 Name(s): _____
 Email(s): _____

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 5/31/2013

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount
System ID: UER42613 Contract: 339556	ADD	GE UL LOGIQ e (#700E) <i>US machine in OB dept.</i>	5/31/2013	AssurePoint Standard	INCLUDED: <input type="checkbox"/> Carts <input type="checkbox"/> DMD <input type="checkbox"/> DVR <input type="checkbox"/> General/Specialty Probes: 1-2 <input type="checkbox"/> General/Specialty Probes <input type="checkbox"/> Loaner: Next Day <input type="checkbox"/> Pedoff Probe <input type="checkbox"/> Printers <input type="checkbox"/> VOR	<input type="checkbox"/> Acid. Damage Probe Repl.: Unlimited <input type="checkbox"/> Accidental Damage System Replacement: Unlimited <input type="checkbox"/> FE Cov. Weekdays: No Coverage Hrs <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: No Coverage Hrs <input type="checkbox"/> PM Frequency: 0 PMS per Year <input type="checkbox"/> Repair Type: Depot Repair Only	\$3953

NET ADJUSTMENT TO CONTRACT:

\$3,953

The existing Agreement is hereby amended for valuable consideration. Equipment listed above will be Added to, Deleted from, or Modified on the Agreement subject to terms of contract Deliverables document for indicated service offering. Coverage will end on the current Agreement and date unless the Agreement is subsequently renewed or extended. If there is a conflict between this Amendment and any other terms and conditions in the Agreement or Transaction Schedule, the terms and conditions of this Amendment will prevail. This Addendum shall commence on the LATER OF: (a) the above Effective Date if Customer signs and returns; this Addendum within fifteen (15) calendar days of the Effective Date; or (b) the date of signature below if Customer does not sign and return this Addendum within fifteen (15) calendar days of the Effective Date.

Estimated Usage (for applicable systems and offering combinations only): Within 90 days after expiration of warranty, and at the end of each one-year anniversary date of the Agreement, GE will review your actual system usage during the prior 2-month period, and if applicable will adjust your estimated usage effective the first day of the next contract year. Corresponding adjustments will be made to your Norm at Fixed Charges, effective on such date, to reflect your new estimated usage.

<p>Customer:</p> <p>Approved By: _____ Title: _____</p> <p>Signature: _____ Date: _____</p>	<p>GE Healthcare:</p> <p>Approved By: _____ Title: _____</p> <p>Signature: _____ Date: _____</p>
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OB department US machine



Evolution



ASiR software information
CT dose reduction product
(radiation dose reduction)

LightSpeedTM VCT

An innovative platform for your evolving needs

Count on robust cardiac

5-Beat Cardiac[™] with SnapShot Pulse

Dramatically reduce dose up to 83% in 5-Beat Cardiac scanning by synchronizing the acquisition to the heart rate using a prospectively triggered axial step-and-shoot technique.

Adaptive gating

Real-time adaptive scan control helps avoid arrhythmias and improves overall scan reliability for prospectively gated cardiac scans.

Lower dose without compromise

OptiDose[™]

Dose reduction features delivered with every new CT platform, such as SmartScan[™] 2D and 3D Dose Modulation, optimize dose while delivering superb image quality.

Color-Coding for Kids[™]

Color-coded pediatric protocols optimize acquisition parameters for lower weight/smaller size children where greater sensitivity of growing tissues makes strict dose limitation necessary.

SnapShot[™] Pulse

Together with 5-Beat Cardiac, the dose burden of traditional coronary CT angiography can be reduced by up to 83%. With X-rays turned on only during the required cardiac phase, total "on" time is under a second.

ASiR[™]

Adaptive Statistical Iterative Reconstruction allows you to scan at up to 40% less dose without compromising image quality; also improving low contrast detectability (LCD) while preserving anatomic detail.



Proven Leadership in Volume,

Extend your coverage

VolumeShuttle™

Make challenging neuro CT perfusion and angiographic studies routine, doubling acquisition coverage to 80 mm, while reducing dose up to 24%.

Volume Helical Shuttle

Help extend anatomical assessment to 120 mm for brain perfusion and 140 mm in the body. Cover the range you need and help avoid the cone-beam artifact of today's widest detectors.

4D-CTA

500-slice 4D-CTA studies characterize inflow and outflow in arterial and venous systems, yielding high-resolution volume coverage over 312.5 mm.

Streamline workflow with ease

Xtream™ HD console

Get cutting-edge HD technology from LightSpeed's powerful reconstruction engine, which nearly doubles reconstruction speed to up to 35 frames per second.

Advantage Workstation®

Pre-processing and pre-loading capabilities make images immediately available for analysis.

Images Anywhere

Seamless integration via thin-client access makes advanced review and analysis possible in multiple clinical applications available anywhere.



Power, Speed and Resolution

Delivering trusted solutions

With over 3,200 LightSpeed VCT systems sold, this proven platform leads the evolution of CT today and meets the diagnostic challenges of tomorrow.

A fundamental shift in imaging quality

"I am astounded at how sharp the ASiR images are and how low the noise level is. This is very important, considering the significant dose savings that can be achieved with it."



Richard A. Kane, M.D.
Director of Cardiovascular &
Thoracic Radiology
Saint Francis Hospital
Evanston, IL

Extend coverage today, with tomorrow's quality

"Since we've had Volume Helical Shuttle, our diagnostic confidence is much higher. Now we don't have to wonder if we are missing something because we can practically cover the entire brain."



David Tong, M.D., FAHA
Medical Director Stroke Care Center
Director CPMC Center for Stroke Research
California Pacific Medical Center
San Francisco, CA

Cardiac you can count on

"SnapShot Pulse is the first step to get up to 83% dose reduction in cardiac scans. Then we add additional dose reduction using ASiR, and suddenly we've got an extremely valuable, definitive and quick test at a very acceptable radiation dose."



William Shuman
Chairman and Director of Radiology
University of Washington
Seattle, WA

Equipped for the future of workflow

"There are many useful tools on the Advantage Workstation – Advanced Vessel Analysis, for instance. Our tech uses them all the time to produce exquisite 3D images. I use the AW's reformatting capability more than anything else. On this system it's extremely intuitive, fast, simple and easy to teach others to use."



Erik Insko, M.D., Ph.D.
Director of Cardiovascular Imaging
Presbyterian Hospital Matthews
Matthews, NC

GE Healthcare
3000 North Grandview Blvd
Waukesha, WI 53188
U.S.A.
www.gehealthcare.com

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imagination at work

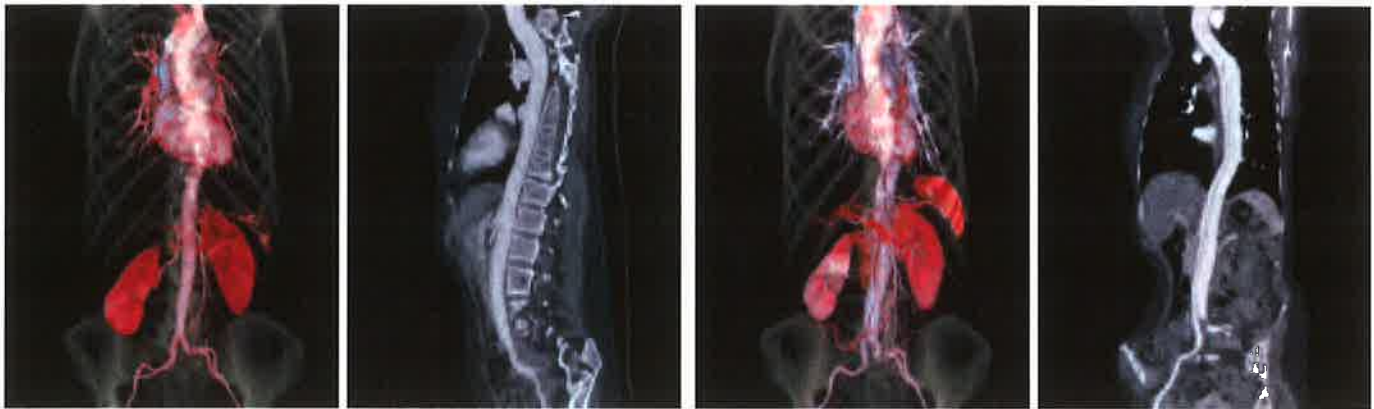
Lower dose without compromise.

Now you can open up new avenues for dose reduction, offering improved patient care without sacrificing image quality. Our Xstream™ HD console makes it possible.

ASiR™

GE's industry-exclusive ASiR (Adaptive Statistical Iterative Reconstruction) technology subtracts noise from images, rather than merely masking it. This allows for low-dose scanning across all anatomies and patients with no loss of image quality.

Up to 40% less dose with no compromise in image quality.



Prior study acquired on June 9, 2008. kv: 120; mA: 300–600 with AutomA; DLP: 1025; Effective dose: 15.37mSv (obtained by EUR-16262 EN, using a chest factor of 0.017xDLP, an abdomen factor of 0.015xDLP, and a pelvis factor of 0.019xDLP). Rotation speed: 0.5 sec.

Current study with ASiR acquired on April 20, 2009. kv: 100; mA: 300–450 with AutomA; DLP: 615; Effective dose: 9.22mSv (obtained by EUR-16262 EN, using a chest factor of 0.017xDLP, an abdomen factor of 0.015xDLP, and a pelvis factor of 0.019xDLP). Rotation speed: 0.5 sec.

Low-dose Cardiac

You may already be using your LightSpeed VCT for cardiac imaging. But a console upgrade can enhance those capabilities even further, enabling adaptive scan control* and ECG editing. Such techniques allow for a dose reduction of up to 83% compared to traditional techniques — with better image quality.

1 scan. 5 beats. 83% less dose.



Effective dose: 1.46mSv (obtained by EUR-16262 EN, using a chest factor of 0.017xDLP).

*Upgrade enables adaptive scan control on existing or new versions of SnapShot Pulse.

Streamline workflow with ease.

Your upgraded system will include over 25 workflow enhancements that let your technologists work with greater ease and productivity. With efficient technologists come happier patients — and a healthier bottom line.

Decreased time to first image

Increased automation in reconstruction

Enhanced Xtream injector



Extend your clinical capabilities.

Two innovative acquisition modes will let you extend coverage, enabling expansive studies up to 500 slices.

VolumeShuttle™

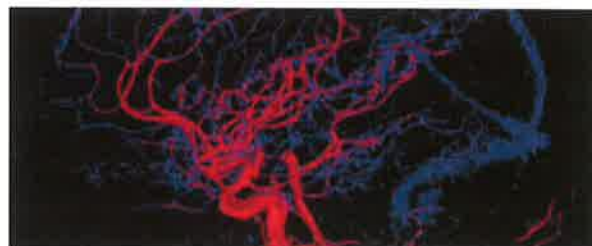
This technique makes challenging studies routine, doubling coverage to 80mm while reducing dose up to 24%. So you can perform angiography and perfusion studies in a single scan and with a single contrast injection.

Volume Helical Shuttle

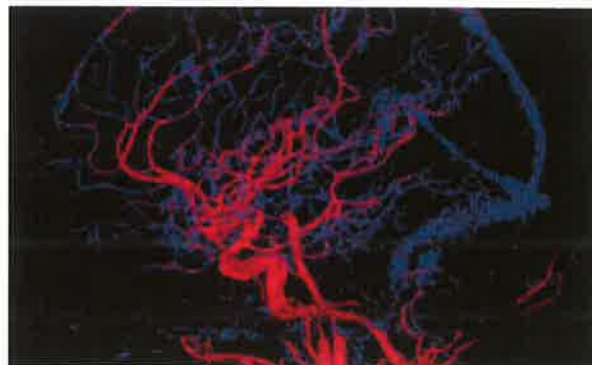
Another innovative mode extends scan range even further, extending z-coverage and improving temporal sampling. This allows you to perform 500-slice 4D angiography studies. You can also achieve wide coverage for perfusion studies of the brain and body organs.



Traditional axial — 40 mm coverage



VolumeShuttle™ — 80 mm coverage



Volume Helical Shuttle (Brain Perfusion) — 120 mm coverage

Community Hospital Update



McKee Medical Center brings leading-edge, low dose CT to northern Colorado

Advanced technology offers patients significant advantages

For a city of just over 60,000, Loveland, Colorado, has more than its share of claims to fame. For starters, it's home to the world's largest Valentine Remaining Program. It is a prime gateway to Rocky Mountain National Park. It has a fantastic sculpture garden and art museum. And along with nearby Fort Collins, it has been proclaimed a great place to live by such publications as Money Magazine, USA Today, and AARP the Magazine.

And now this northern Colorado gem has something new to boast: the installation of the state's first low-dose CT scanner at McKee Medical Center, a 132-bed, acute-care hospital that's been serving the community for more than 30 years.



Banner Health

McKee Medical Center

CT dose reduction info

Minimizing radiation dose without compromise

Going live in early November 2009, the new GE LightSpeed® VCT XTe-configured system gives McKee's patients all the advantages of leading-edge CT imaging, and allows physicians to reduce dose by up to 40% while maintaining image quality.

The primary reason is this system's powerful ASiR™ (Adaptive Statistical Iterative Reconstruction) dose-reduction technology. It is an advanced algorithm that allows users to optimize signal-to-noise for the anatomy under study. As a result, they are able to reduce radiation dose without compromising the exam's diagnostic utility – and when appropriate, improve image quality.

This capability is especially important for those at risk of a high lifetime radiation dose, said Debbie Mayer, McKee's Senior Manager of Medical Imaging – particularly pediatric patients, women of child-bearing age, and anyone who is required to undergo multiple CT exams.

"Lifetime dose is a concern for all, but especially these types of patients," agreed Christopher Fleener, M.D., McKee's Radiology Medical Director and a radiologist with Advanced Medical Imaging Consultants of Fort Collins. A specialist in body and abdominal CT, Dr. Fleener pointed out that someone with recurrent kidney stones for example might undergo numerous exams throughout their lifetime. "The ability to reduce dose by up to 40% per exam would be especially significant."

McKee's cardiac patients will soon be able to take advantage of a LightSpeed VCT XTe cardiovascular CT feature called SnapShot™ Pulse. This cutting edge prospective gating capability may deliver dose-reductions of up to 83% compared to conventional, retrospectively gated CT.



A two-pronged approach

Dr. Fleener points out that the radiologist's responsibility for lowering radiation dose is two-pronged. First, it requires educating referring physicians and their patients about what exams are appropriate under what circumstances. And second, when CT is called for, it requires minimizing the dose that the scanner delivers while still delivering accurate diagnostic details.



"When CT exams are necessary, it is our responsibility to reduce the radiation delivered as much as possible based on the ALARA (As Low As Reasonably Achievable) principle. That means selecting the appropriate protocols and techniques for each patient and their individual diagnosis."

- Christopher Fleener, M.D., Radiology Medical Director

"We'd miss a great deal of diagnostic information without CT," he said. "At the same time, we must continue to educate our referring physicians as to when CT is most appropriate."

He cited incidental pulmonary-nodule follow-up as a good example of needed changes. "We used to routinely perform short interval follow-up scans on these patients over a two-year period. Now we're using very well laid-out guidelines, basing follow-up on the individual patient's risk factors and have been able to reduce, or in certain instances, eliminate the need for follow-up altogether."

"When CT exams are necessary," he emphasized, "it is our responsibility to reduce the radiation delivered as much as possible based on the ALARA (As Low As Reasonably Achievable) principle."

"That means selecting the appropriate protocols and techniques for each patient and their individual diagnosis," he said. Just as important, it means capitalizing on the dose-minimizing technologies of the LightSpeed VCT XTe such as the new ASiR algorithm.

GE Healthcare
3000 North Grandview Blvd
Waukesha, WI 53188
U.S.A.

www.gehealthcare.com



imagination at work

Spreading the word on low dose

Spearheaded by Public Relations Director Paul Matthews, a new marketing-communications campaign is raising public awareness of the dose issues associated with CT - and of McKee's solution.

"We're running print ads and generating publicity in local newspapers and magazines," Matthews said. "We recently held a successful Open House for the community, and our plans include taking full advantage of the Internet by using social networking sites such as Facebook, YouTube and Twitter."

The result?

"People have a growing awareness of our new scanner's dose-reduction capabilities," Mayer said. "And they're now seeking out McKee for their CT exams." She recalled a young woman who came in needing a CT scan just after the new LightSpeed was installed. "She asked to be scanned on the new system, with as little radiation as possible. Being able to tell her that we would turn on ASiR and reduce her dose by 40% was very reassuring for her."

"We can now say with confidence," Dr. Fleener said, "that we are reducing the dose as much as we think is feasible to acquire the information we need."



"People have a growing awareness of our new scanner's dose-reduction capabilities. [A young woman] asked to be scanned on the new system, with as little radiation as possible. Being able to tell her that we would turn on ASiR and reduce her dose by 40% was very reassuring for her."

-Debbie Mayer, Senior Manager, Medical Imaging

Good for business

The LightSpeed VCT XTe has definitely been a tremendous addition for patients and radiologists alike. "Offering the latest in dose-reduction technology is huge for everyone concerned." It is, after all, a business environment they're operating in, Dr. Fleener added. "We have two separate hospital systems in this community, and patients always want the latest and greatest. And that's exactly what our new LightSpeed system allows us to offer."

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Northern Inyo Hospital's

Health Information Exchange Implementation Plan

2012-2014

Year 1

Northern Inyo Hospital will connect Paragon to HealthIE Nevada, a Health Information Exchange (HIE) used not only by our main tertiary hospital, Renown Medical Center, but has been named as a required connection for participating in the Sierra Crest Hospital's Accountable Care Organization.

Northern Inyo Hospital will make the required connection between Paragon and HealthIE Nevada, and begin exchanging ADT (Admissions, Discharge, and Transfer) data via an HL7 interface as soon as possible to meet the 6/30/13 deliverable date for the DSRIP grant. After this milestone is completed, Pioneer Home Health, will be connected via HL7 exchange (or CCD- Continuity of Care Document) depending on the options available with their software. The connection with Pioneer Home Health must be completed by 8/31/13 per the deadline of the SHIP grant. After the ADT HL7 exchange has been established between Northern Inyo Hospital and HealthIE Nevada, HL7 interfaces for LAB, RAD, and TRN will be completed as well as the implementation for CCD exchange (once McKesson's team is available to do their part of the CCD exchange implementation).

Pioneer Home Health will maintain its own Participation Agreement and Business Agreement with HealthIE Nevada. Under the SHIP grant, up to two years of connectivity shall be provided to Pioneer Home Health by Northern Inyo Hospital via the SHIP grant monies. A Memorandum Of Understanding will be signed by both Pioneer and Hospital Administration which clearly defines financial and technical roles and responsibilities and will commit Pioneer Home Health for funding their own service once the SHIP grant monies are expended.

Year 2

Under the DSRIP grant, Northern Inyo Hospital will connect all willing and able Safety Net Providers (i.e. Inyo County Health Dept, Toiyabe Indian Health Services, Bishop Care Center, Rural Health Clinic, Physicians in the Community, Southern Inyo Hospital, and Mammoth Hospital) to HealthIE Nevada. Year one connectivity charges will be covered by the DSRIP grant. After their first year of service, all entities not managed by Northern Inyo Hospital shall be financially responsible for their service with HealthIE Nevada, with the exception of physicians in the community. As it is impossible to attempt to impact Population Health and reduce health care costs without the ability to view and analyze our community's data, Northern Inyo Hospital will continue to financially support local physicians' connection to the HIE at \$50/month per provider. Additionally, Northern Inyo Hospital will assist physicians not currently on an electronic health record who are interested in having Centricity's Medical Record with implementation, in order to make data exchange on the HIE possible. During this year, Northern Inyo Hospital will assist these agencies' connection to HealthIE Nevada (liaisoning between entities on legal

and technical paperwork and implementation issues). Each agency or physician would have contracts with HealthIE Nevada independent of Northern Inyo Hospital. Year two deliverables are due 6/30/14 per the DSRIP grant, and the success of these deliverables will be measured by the number of completed implementations. By coordinating implementations, we will attempt to provide a single patient portal for the entire community's use, for both patients and physicians, to cut down on technical issues, training, confusion and support obligations. Each entity is responsible for helping their own patients navigate the system. In order to promote utilization, Northern Inyo Hospital will help the other agencies learn how to navigate and utilize the Health Information Exchange. If time allows, we will additionally explore connecting HealthIE Nevada to other Health Information Exchanges, in order to create a larger network which encompasses the VA system, the UC system, Loma Linda and other facilities we would have need of exchanging clinical data with.

Year 3

Northern Inyo Hospital will inform and educate the public on the use of the patient portal (a Stage 2 Meaningful Use Requirement). Per the DSRIP grant's work plan, six touch screen patient kiosks will be purchased and installed in various lobbies and patient contact points on campus to allow patients without internet access at home a method to utilize and manage their Patient Portal and Medical Record on the Health Information Exchange. This will also allow them to access educational materials related to their health. Public courses will be offered on how to use the Patient Portal and an extensive media campaign will launch to aid in (and document) the public education efforts. Year 3 DSRIP deliverables are due 10/31/14.

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NORTHERN INYO HOSPITAL

PAYROLL POLICIES AND GUIDELINES

The following payroll policies and guidelines supplement and explain in detail the general policies concerning payroll practices that are included in the Northern Inyo Hospital Personnel Policies. These policies and guidelines supersede all previously issued memorandums regarding these practices.

SUPERVISOR DIFFERENTIAL

Hourly personnel are paid the Board-approved supervisor differential for each and every hour they work in the capacity of relief supervisor when designated to do so by their supervisor or department head. This differential helps compensate for the added responsibilities and duties taken on by the relief supervisor.

SHIFT DIFFERENTIAL

Standard day shift workers are not paid shift differential for any hours worked. A standard day shift is a shift which starts at, or anytime after, 6:00 A.M. and ends not later than 6:30 P.M. When an employee does not start and end work at times within this window, the employee will be paid shift differential according to the following rule: eight percent of the employee's hourly base rate of pay for each hour worked between 3:00 P.M. and 11:00 P.M., and twenty-five percent of the employee's hourly base rate of pay for each hour worked between 11:00 P.M. and 7:00 A.M. This rule will apply to call time falling within this window, as well.

For example, an hourly employee who starts work at the scheduled time of 1:00 P.M. and who works until 9:30 P.M. is paid shift differential of 8% for hours worked between 3:00 P.M. and 9:30 P.M., but an hourly employee who starts work at the scheduled time of 10:00 A.M. and who works until 6:30 P.M. is not paid shift differential for any worked hours. Another example would be an employee who starts work at the scheduled time of 7:00 P.M. and who works until 3:30 A.M. is paid shift differential of 8% for hours worked between 7:00 P.M. and 11:00 P.M., and is paid shift differential of 25% for hours worked between 11:00 P.M. and 3:30 A.M.

The shift differential is excluded from pay for vacations, holidays, sick leave, and paid absence. In designated non-patient care departments of the hospital, employees may sign a "No-Shift Differential Agreement" when an employee requests a flexible schedule option. This agreement excludes hours worked at any time of the day from shift differential.

OVERTIME, STANDBY, AND CALLBACK PAY

1. Overtime work must be approved by the hourly employees' department head or supervisor, who must initial the final punch detail report of the pay period to indicate that approval.
2. With the exception of hourly personnel who have voluntarily signed a 10-hour workday or a 12-hour workday agreement: all hourly personnel are paid time-and-one-half for hours worked over eight (8) in one day, or for hours worked which exceed eighty (80) in a two-week pay period. For purposes of calculating overtime, a "day" begins at 11:00 P.M. and ends at 11:00 P.M., and a "pay period" begins at 11:00 P.M. Saturday and ends at 11:00 P.M. the second following Saturday. Exceptions to this are noted in the 12-hour workday agreements.
3. Hourly personnel who have voluntarily signed a 10-hour workday agreement are paid time-and-one-half for hours worked over ten (10) in one day, or for hours worked which exceed forty (40) in a week, which starts at 11:00 P.M. on Saturday and ends at 11:00 P.M. on the following Saturday.

4. Hourly personnel who have voluntarily signed a 12-hour workday agreement are paid time-and-one-half for hours worked which exceed forty (40) in a week, which starts and ends at the times listed in their individual agreements.

5. All hourly personnel are paid double-time for hours worked over 12 in one day.

6. With the exception of hourly personnel who have signed a 10-hour workday or a 12-hour workday agreement, all hourly personnel who work two consecutive shifts are paid the time-and-one-half overtime rate for the 9th, 10th, 11th and 12th hours worked, and double-time for the time worked beyond 12 hours. This applies even if the first eight hours were worked on the P.M. shift the prior "day."

7. Hourly employees who work on President's Day (3rd Monday in February), Memorial Day (4th or 5th Monday in May), Independence Day (July 4th), or Labor Day, (1st Monday in September) are paid at a time-and-one-half rate for hours worked during any of these four designated holidays. The time-and-one-half rate applies to hours worked by hourly employees from 11:00 P.M. the evening before any of the four holidays to 11:00 P.M. on any of these holidays.

8. All hours worked by hourly employees from 11:00 P.M. on December 31 to 11:00 P.M. on January 1, from 11:00 P.M. the evening before Thanksgiving Day to 11:00 P.M. on Thanksgiving Day, or from 6:00 P.M. on December 24 to 11:00 P.M. on December 25 are paid at a double-time rate.

9. Periodically, some hourly employees will work eleven or more days during a pay period which includes one of the holidays specified in guidelines "7" and "8" above. In such cases, the hours worked during the designated holiday do not go towards the 80 hours which must be worked within the pay period before the time-and-one-half overtime rate (for over 80 hours worked) takes effect. Specifically, this means that an hourly employee who during a pay period works 11 eight-hour days, including eight hours worked during a designated holiday, will be paid 80 hours at regular pay, and eight hours at the premium time-and-one-half over-time rate or premium double-time rate.

10. All hourly employees shall be paid the Board-approved hourly standby rate (currently \$6.25 per hour) for each and every hour they are required by their department head or supervisor to be on standby call. An employee is on standby call whenever the employee is not working his or her regular shift, but is available to be called back to the hospital on an emergency basis. The standby rate is paid for each hour the employee is on standby call, and for each hour the employee works during the period the employee is on standby.

Standby status begins at a time not later than the time the employee is scheduled to start being on standby, regardless of the time the employee swipes out from work. (For example, if an employee is scheduled to go on standby at the end of his or her regular shift at 3:00 P.M., but actually works until 4:00 P.M., then standby status will start at 3:00 P.M. when standby was originally scheduled to begin. On the other hand, if an employee is scheduled to go on standby at the end of his or her regular shift at 3:00 P.M., but is directed or permitted to leave work early at 2:00 P.M., then standby status may begin as early as 2:00 P.M. when the employee swipes out.)

The following departments will normally place designated employees on standby call: Maintenance, EKG, Laboratory, Nursing Service, Pharmacy, Radiology, Respiratory Therapy, and Information Technology.

When standby employees are called back to the hospital to work between 7:00 A.M. and 3:00 P.M., they will be paid a minimum of one hour, at time-and-one-half their hourly "shift 1" pay rate, for each time they are called back.

When standby employees are called back to the hospital to work between 3:00 P.M. and 11:00 P.M.,

they will be paid a minimum of one hour, at time-and-one-half their hourly "shift 1" pay rate when they clock in at or after 3:00 P.M. and clock out not later than 6:30 P.M. Standby employees are paid a minimum of one hour, at time-and-one-half their hourly "shift 2" rate when they clock in after 3:00 P.M. and clock out after 6:30 P.M.

When standby employees are called back to the hospital to work between 11:00 P.M. and 7:00 A.M., they will be paid a minimum of one hour, at double their hourly "shift 3" rate, for each time they are called back. Because of the shift differential window, standby employees are paid a minimum of one hour, at time-and-one-half their "shift 1" rate when they clock in at, or anytime after, 6:00 A.M.

Time worked beyond the one-hour minimum by standby employees during standby time will be paid at the appropriate aforementioned time-and-one-half or double-time rates. Standby employees are expected to swipe out immediately upon the completion of their work.

A new standby call period begins when the employee swipes out with the expectation of not immediately returning to work.

In specifically designated departments with remote access, currently Pharmacy and Information Technology, when an hourly employee is able to fulfill the needs of the department without actually returning to the hospital when they are on standby, they will use Kronos Time-Stamp for employees to log-in to Kronos for the Remote Call Pay. This pay code computes the compensation to the employees for actual time in and out plus 24 minutes without a one hour minimum, allowing for the employees interruption of time. This time is paid based on the above shift rates as defined in this section. Employee who can work remotely will be required to work in that manner whenever possible.

In the event call back time represents overtime or double-time, federal wage-hour requirements outlined in 14 below will be followed. See 12 and 13 for further clarification.

11. Periodically, hourly employees who are not on standby status are called to the hospital during their time off to meet an unexpected need of the hospital. When this occurs, the employee incurs an interruption of his or her personal time. To compensate for the employee's travel time and interruption of personal time, the hospital pays the employee a "one time call back fee" at the Board-approved rate (currently \$27.50). The "one time call back fee" should only be paid when the hourly employee receives less than an eight hour advance notice that he or she is needed to work. (If the employee receives more than an eight hour notice, the employee receives neither the "one time call back fee" nor the below listed premium rates.)

In addition to receiving the "one time call back fee" the hourly employee will be paid for time worked as follows:

When the employee is called back to the hospital to work between 7:00 A.M. and 3:00 P.M., the employee will be paid a minimum of one hour, at time-and-one-half his or her hourly "shift 1" pay rate, for each call back.

When the employee is called back to the hospital to work between 3:00 P.M. and 11:00 P.M., the employee will be paid a minimum of one hour, at time-and-one-half his or her hourly "shift 1" rate when the employee clocks in at or after 3:00 P.M. and clocks out not later than 6:30 P.M. The employee will be paid a minimum of one hour, at time-and-one-half his or her hourly "shift 2" rate when the employee clocks in after 3:00 P.M. and clocks out after 6:30 P.M.

When the employee is called back to the hospital to work between 11:00 P.M. and 7:00 A.M., the employee will be paid a minimum of one hour, at double his or her hourly "shift 3" rate, for each call back. Because of the shift differential window, the called back employee is paid a minimum of one hour, at time-and-one half his or her hourly "shift 1" rate when the employee clocks in at, or anytime

after, 6:00 A.M.

Time worked beyond the one-hour minimum by these called back employees will be paid at the appropriate aforementioned time-and-one-half or double-time rates.

As the hospital is normally well-staffed with on-duty personnel and with personnel on standby status, the "one time call back fee" should be used infrequently.

If an employee is called in early, with less than an eight hour notice, for his or her regularly scheduled shift, the employee should receive a "one time call back fee" and the applicable premium rate only until the regularly scheduled start time.

If an employee is asked to work past the normal end of his or her shift, with less than an eight hour notice, the employee will be paid his or her regular, overtime, or double-time rate, and not the "one time call back fee" nor the call back premium rates.

Occasionally an employee may be asked to respond to an inquiry from the hospital by phone without being on standby. This does not create the defined call-back pay as listed in this section. In order to compensate the employee for the interruption of their personal time for hospital purposes, employees will received one hour of standby pay at the established rate (currently \$6.25) plus actual time worked plus 24 minutes. To receive this compensation the employee's manager will add the time of the phone call under the Remote Call-Pay code and add One hour of Standby prior to the end of the pay period, Adding comment that the employees was not on standby, but was able to address hospital needs from home. This should be used infrequently and must be approved by the manager. *In no circumstances will this pay be provided to employees who are called at home to answer questions related to work that should have been completed during normal work hours nor to answer questions related to work-time for payroll processing.*

12. Since it is not necessary for the hospital to duplicate premium pay, daily overtime and callback time will not be used in computing the total hours worked in excess of 80 in the pay period. For example, if during a pay period an employee works one 12-hour day, and nine 8-hour days, the employee is paid at regular pay for 80 hours and at the premium time-and-one-half rate for four hours.

13. Periodically, some hourly employees will work more than eight hours (or more than 10 hours if they've signed a 10-hour workday agreement, or more than 12 hours if they've signed a 12-hour workday agreement) during a day in which they receive callback pay. In such cases, the hours paid at the callback time-and-one-half or double-time rate do not go towards the eight hours (or 10 hours if they've signed a 10-hour workday agreement, or 12 hours if they've signed a 12-hour workday agreement) which must be worked within the day before the time-and-one-half overtime rate takes effect. For example, an 8-hour employee who is on standby and is called in to work from midnight to 1:00 A.M., and then works eight hours from 7:00 A.M. to 3:30 P.M. on a non-holiday, will be paid one hour at the hourly premium double-time "shift 3" rate plus eight hours at the regular "shift 1" rate.

14. When an employee is paid for includible compensation (differentials, standby) and overtime or double-time in a pay period, the employee's overtime or double-time premium will be calculated in accordance with federal wage-hour requirements (regular rate calculation below).

Standby and/or differential pay must be averaged into the regular rate for purposes of computing the overtime or double-time premium under the federal wage-hour requirements.

An example of calculating the regular rate for overtime or double-time premium in a case where standby pay is involved is as follows:

Regular Rate = Total compensation (less statutory exclusions)

Number of hours actually worked

(1) <u>Total Compensation</u>	
(A) \$10.00 per hour for 40 straight time hours	\$400.00
(B) \$10.00 per hour for 10 overtime hours	\$100.00
(Note that the overtime premium of \$5.00 per hour is excluded from the regular rate since it falls within one of the statutory exclusions; once paid, it also may be credited against the overtime compensation due which is indicated in step (4)).	
(C) \$5.00 per hour for 10 hours of uncontrolled standby	<u>\$50.00</u>
Total Compensation	\$550.00
(2) <u>Total Hours Worked</u>	
(A) 40 straight time hours	40
(B) 10 overtime hours	10
(C) 10 hours spent on standby do not constitute hours worked	<u>0</u>
Total Hours Worked	50
(3) <u>Regular Rate</u> = \$550.00 divided by 50 hours actually worked	\$11.00
(4) <u>Overtime Premium Due</u> = 10 overtime hours at ½ of the regular rate (\$5.50 per hour)=55.00	

CHANGES TO AND FROM DAYLIGHT SAVING TIME

In the spring, when there is a change to daylight saving time, night shift personnel will work an hour less than normal and they will be paid for the actual number of hours worked (usually 7 hours instead of the normal 8 hours).

In the fall, when there is a change from daylight saving time, night shift personnel will work an hour more than normal and they will be paid for the actual number of hours worked (usually 9 hours instead of the normal 8 hours with the 9th hour being at an overtime rate).

MEAL TIME COMPENSATION

It is the policy of the Northern Inyo Hospital to pay its non-exempt (hourly) employees their regular rates of pay for their meal periods whenever these employees have been designated as required, by their respective duties, to remain on the hospital premises during their meal periods. Such employees are hereafter referred to as "Designated Non-Exempt Employees."

For example, an office employee who is required to eat at her desk or a nurse who is required to eat on hospital premises would be a "Designated Non-Exempt Employee" and is to be paid while eating. Other examples of situations calling for payment of regular rates of pay during meal periods are:

- The switchboard operator who is required to eat at her station in order to be available to answer the telephone
- The nurse who is on a code team who is required to eat at the hospital while on duty
- The respiratory therapist who is not permitted to leave the hospital premises due to patient care considerations.

A meal period should not be considered compensable time worked merely because the employee elects to stay at the hospital in order to eat in the hospital's cafeteria or anywhere else on the hospital premises.

Whenever a non-designated, non-exempt employee is required to perform duties, whether active or inactive, while eating, then that employee shall be paid his or her regular rate of pay for that meal time.

While the mere obligation to respond to bona fide emergencies (such as internal or external disasters) does not convert unpaid meal time into paid work time, an actual work-related interruption during the meal time converts the meal period into work time. For example, a secretary should be paid the regular rate of pay for the meal period when interrupted for a work related matter during the meal period.

The vast majority of non-exempt employees should not be required to remain on the hospital premises during their meal periods. Non-exempt employees should be interrupted for work-related reasons during their meal periods only in emergencies. Non-designated, non-exempt employees should not assume they are required to remain on the hospital premises during their meal periods. It is the obligation of the immediate supervisor of the non-exempt employee to notify the employee of his or her status as "Designated," whenever the employee will be required to remain on the hospital premises during the employee's meal period. This designation must be made prior to the meal period in which the employee will be required to remain on the premises. Whenever an employee is in doubt about his or her pay status during meal times, the employee should seek clarification from his or her immediate supervisor. Whenever possible, department heads, supervisors and head nurses should schedule designated non-exempt employees who must regularly receive pay for their meal periods to come to work a half an hour "late" or leave work a half an hour "early" in order to minimize overtime expenses. Employees in these positions should enter into an "Agreement For On-Duty Meal Period" with the hospital. (See form titled AGREEMENT FOR ON-DUTY MEAL PERIOD.)

EXEMPT EMPLOYEES

Employees whose positions are mainly executive, administrative or professional may be classified as exempt employees by administration.

- A. Exempt employees do not receive extra pay for overtime hours, hours worked on holidays, or on-call time.
- B. Exempt employees are not entitled to "compensatory time off."
- C. In order to be classified as exempt, employees must meet certain conditions set by the federal government.

Approved 6/21/06 by Board of Directors

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