

Northern Inyo County Local Hospital District

Board of Directors Regular Meeting

Wednesday December 18, 2013; 5:30pm

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

# **AGENDA**

# NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT BOARD OF DIRECTORS MEETING

# December 18, 2013 at 5:30 P.M.

# In the Northern Inyo Hospital Board Room at 2957 Birch Street, Bishop, CA

|    |   | Down Room at 2757 Birch Birch, Bishop, CA                   |  |  |
|----|---|---|--|--|
| 1. | Call to Order (at 5:30 p.m.).   |   |  |  |
| 2. | Opportunity for members of the pu   | blic to comment on any items on this Agenda.                |  |  |
|    |   | Consent Agenda  |  |  |
| 3. |   | per 2, 2013 Special Board meeting (action item).            |  |  |
| 4. | Security report for October 2013 (in  | nformation item).   |  |  |
| 5. | Approval of the financial and statist   | tical reports for September and October, 2013 (action item) |  |  |
| 6. | Renewal of EKG Services Agreeme   | ent with James Richardson, M.D. (action item).              |  |  |
| 7. | Renewal of Anesthesia Services Agreements with Curtis Schweizer, M.D., and Daniel Cowan |   |  |  |
|    | M.D. (action items).  |   |  |  |
| 8. |   | n.  |  |  |
|    | A. Physician Recruiting Update  | C. Radiology update   |  |  |
|    | B. NRACO Update   | D. NIH Auxiliary Boutique report                            |  |  |
| 9. | Chief of Staff Report; Thomas Boo, M.D.   |   |  |  |
|    | A. Medical Staff reappointments ar  | nd reprivileging, (action items):                           |  |  |
|    | 1. Alexander Adduci, M.D.   | 13. John Erogul, M.D.                                       |  |  |
|    | 2. Sandra Althaus, M.D.   | 14. Nickoline M. Hathaway, M.D.                             |  |  |
|    | 3. Clifford Beck, M.D.  | 15. Andrew D. Hewchuck, D.P.M.                              |  |  |
|    | 4. Theodore Berndt, M.D.  | 16. Sudhir Kakarla, M.D.                                    |  |  |
|    | 5. Helena L. Black, M.D.  | 17. Asao Kamei, M.D.  |  |  |
|    | 6. Stacey L. Brown, M.D.  | 18. Sheldon M. Kop, M.D.                                    |  |  |
|    | 7. Thomas Bryce, M.D.   | 19. David N. Landis, M.D.                                   |  |  |
|    | 8. Nicholas J. Carlevato, M.D.  | 20. Doris Lin, M.D.   |  |  |
|    | 9. Alice E. Casey, M.D.   | 21. Stephen J. Loos, M.D.                                   |  |  |
|    | 10. D. Scott Clark, M.D.  | 22. Victor Lopez-Cuenca, M.D.                               |  |  |

23. Thomas O. McNamara, M.D.

24. Michael W. Phillips, M.D.

11. Kristin Collins, D.O.

12. Thomas Davee, M.D.

- 25. Michael L. Dillon, M.D. 34. Amr H. Ramadan, M.D.
- 26. Thomas K. Reid, M.D. 35. Gregory M. Taylor, M.D.
- 27. James A. Richardson, M.D. 36. Carolyn J. Tiernan, M.D.
- 28. Curtis Schweizer, M.D. 37. Rajesh Vaid, M.D.
- 29. Jennifer A. Scott, M.D. 38. Eva S. Wasef, M.D.
- 30. Richard Seher, M.D. 39. Taema F. Weiss, M.D.
- 31. Keith M. Shonnard, M.D. 40. Albert Douglas Will, M.D.
- 32. Robert Swackhamer, M.D. 41. Natalia Zarzhevsky, M.D.
- 33. Leo M. Pisculli, M.D.
- B. Allied Health Professional re-privileging, Robert Nalumaluhia, P.A. (action item).
- C. Staff Category Advancement, Catherine Leja, M.D. (action item).
- D. Staff Appointment/Privileges, Richard Meredick, M.D. (action item).
- E. Policy and Procedure approvals (action items):
  - 1. Elective Delivery
  - 2. Healthy Newborn Admission Protocol
  - 3. NIH ED Triage Protocol
  - 4. Breast Screening Exams Self Referral
  - 5. MPIRX: Myocardial Perfusion Imaging with Chemical Stress
  - 6. Infant Oxygen Protocol
  - 7. Liberation From Mechanical Ventilation Weaning Protocol
  - 8. Proportional Assist Ventilation (PAV) on PB 840 Ventilator
  - 9. Adult Oxygen Protocol
  - 10. Continuous Bronchodilator with MiniHeart Hi-Flow Continuous Nebulizer
  - 11. Initial Ventilator Settings
  - 12. BiPAP
  - 13. Vapotherm

### 10. Old Business

A. Chief Executive Officer Search Committee update (information item).

### 11. New Business

- A. Exclusion of photography at District Board meetings (discussion item).
- B. Election of Board Officers for 2014 calendar year (action item).
- C. Ratification of purchase or orthopedic equipment (action item).

- D. Approval of Health Plan Renewal Report for plan year 2014 (action item).
- E. Capital Expenditure Request, purchase of additional backup tape library (action item).
- F. Purchase of EEG machine (action item).
- G. Approval of Hospital Wide Policy and Procedure, Sanctions for Breach of Patient Privacy (action item).
- H. Approval of Hospital Wide Policy and Procedure, *Auditing of Employee Access to Patient Information (action item)*.
- I. Education for Board Members (action item).
- J. Approval of Private Practice Physician Income Guarantee and Practice Management Agreement with Shawn Rosen, M.D. (action item).
- 12. Reports from Board members on items of interest.
- 13. Opportunity for members of the public to comment on any items on this Agenda, and/or on any items of interest.
- 14. 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 significant exposure of litigation (Subdivision (b) of Government Code Section 54956.9(b)(3)(A)).
  - C. Confer with legal counsel regarding a 2<sup>nd</sup> significant exposure of litigation (Subdivision (b) of Government Code Section 54956.9(b)(3)(A)).
  - D. Consider the employment of a public employee, to wit: Administrator/Chief Executive Officer (Government Code Section 54957).
  - E. Confer with legal counsel regarding a claim filed by Tami Matteson against Northern Inyo County Local Hospital District (Government Code Section 54956.9(a)).
  - F. Confer with legal counsel regarding a claim filed by Lauren and a claim filed by Nolan Nitschke against Northern Inyo County Local Hospital District (Government Code Section 54956.9(a)).
- 15. Return to open session, and report of any action taken in closed session.
- 16. Opportunity for members of the public to address the Board of Directors on items of interest.
- 17. Adjournment.

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| Northern Inyo County Local Hospital District Board of Directors | December 2, 2013 |
|---|------------------|
| Special Meeting   | Page 1 of 2      |

CALL TO ORDER

The meeting was called to order at 6:30 p.m. by John Ungersma, M.D..

**PRESENT** 

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

**ALSO PRESENT** 

Douglas Buchanan, District Legal Counsel

OPPORTUNITY FOR PUBLIC COMMENT

Doctor Ungersma asked if any members of the public wished to comment on any item listed on the Notice for this meeting. No comments were heard.

CONSENT AGENDA

Doctor Ungersma then called attention to the proposed consent agenda for this meeting, which contained the following items:

- 1. Approval of the minutes of the following special meetings:
  - October 2, 2013 October 14, 2014
- October 24, 2013

- October 8, 2013
- October 22, 2013
- November 11, 2013

- October 9, 2014
- October 23, 2013
- November 20, 2013
- 2. Approval of the minutes of the October 16, 2013 regular meeting

It was moved by Denise Hayden, seconded by D. Scott Clark, M.D. and passed to approve the proposed consent agenda as presented, with a typographical correction being made to the October 24 2013 special meeting minutes.

### **CLOSED SESSION**

At 6:34p.m. Doctor Ungersma reported the meeting would adjourn to closed session to allow the Board of Directors to:

A. Discuss employment of a Public Employee (Government Code section 54957), title: District Chief Executive Officer. The Board will convene in closed session to conduct confidential interviews of a candidate for the position of District Chief Executive Officer.

RETURN TO OPEN SESSION AND REPORT OF ACTION TAKEN

At 7:55 p.m. the meeting returned to open session. Doctor Ungersma reported that the Board took no reportable action.

OPPORTUNITY FOR PUBLIC COMMENT

Doctor Ungersma again asked if any members of the public wished to comment on any items listed on the Notice for this meeting. No comments were heard.

**ADJOURNMENT** 

The meeting was adjourned at 7:55 p.m..

| Northern Inyo County Local Hospital District Board of Directors<br>Special Meeting |                      | December 2, 2013<br>Page 2 of 2 |  |  |
|--|----------------------|---------------------------------|--|--|
|  |                      |                                 |  |  |
|  |                      |                                 |  |  |
| Signed:  | John Ungersma, M.D.  | ., President                    |  |  |
| Attest:  | Denise Hayden, Secre | etary                           |  |  |

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## NORTHERN INYO HOSPITAL

## SECURITY REPORT

# OCTOBER 2013

### **FACILITY SECURITY**

Access security revealed thirty six exterior doors found unsecured during those hours when doors were to be secured. Two interior doors were found unsecured during this same time period.

Old Building roof access was found unsecure on four occasions.

Three Hospital Vehicles were found unlocked this month.

### **ALARMS**

On October 1<sup>st,</sup> a HUGS Alarm activated by error.

On October 7<sup>th</sup>, a HUGS Alarm activated as the result of a damaged tag.

On October 25<sup>th</sup>, a HUGS Alarm activated by error.

On October 27<sup>th</sup>, a HUGS Alarm activated by error.

On October 28<sup>th</sup>, a HUGS Alarm activated as the result of a loose tag.

### **HUMAN SECURITY**

On October 6<sup>th</sup>, Security was called to ICU for a combative, detox patient.

On October 7<sup>th</sup>, Security Staff observed two male subjects loitering around vehicles in the east parking lot. Contact was made with one subject as the other ran from the area. This subject continued walking upon contact and continued west along W. Line Street. PD was contacted and the area and vehicles were checked.

On October 8<sup>th</sup>, Security Staff observed an occupied vehicle north of the Lab Building. Upon contact, it was determined that two subject were sleeping in the vehicle. These individuals had no need for medical attention and complied with a request to leave Campus.

On October 12<sup>th</sup>, Security Staff stood by with an extremely intoxicated patient in the ED.

On October 13<sup>th</sup>, EMS Personnel presented to the ED with a very drunk and obnoxious female patient. Security Staff stood by until discharge.

On October 15<sup>th</sup>, Security Staff stood by in the ED with an agitated and slightly aggressive 5150 patient.

On October 18<sup>th</sup>, Security Staff was called to ICU for an uncooperative and combative detox patient.

On October 22<sup>nd</sup>, Security Staff was called to the ICU for a disturbed patient.

On October 26<sup>th</sup>, Security Staff assisted Bishop Police and ICSO Personnel with a extremely combative 5150 patient in the ED. Security and ICSO Personnel provided 24/7 supervision of this patient for approximately 48 hours while treatment was provided in ICU.

On October 29<sup>th</sup>, Security Staff stood by with ICSO Personnel for an uncooperative, in-custody drunk presented for a Medical Clearance.

On October 30<sup>th</sup>, Security Staff was called to an office in the Pioneer Building for a subject found to be trespassing in the building. The subject left the area prior to the arrival of Security. Bishop Police were contacted, the area was checked and a report was taken.

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

Security Staff provided 5150 supervision on five occasions this month.

Security Staff provided Patient assistance 40 times this month.

# **EOC REPORTING INFORMATION**

|                              | OCTOBER 2013 | YEAR TO DATE |
|------------------------------|--------------|--------------|
| FIRE DOORS / OPEN OR PROPPED | 0            | 0            |
| TRESPASSING                  | 3            | 11           |
| VANDALISM                    | 0            | 0            |
| DISORDERLY CONDUCT           |              |              |
| BY PATIENT                   | 7            | 56           |
| BY OTHERS                    | 0            | 3            |
| SUSPICIOUS ACTIONS           |              |              |
| PERSONS                      | 3            | 10           |
| VEHICLES                     | 1            | 1            |
| PERSONAL PROPERTY            |              |              |
| DAMAGE                       | 0            | 0            |
| LOSS                         | 0            | 1            |
| HOSPITAL PROPERTY            |              |              |
| DAMAGE                       | 0            | 0            |
| LOSS                         | 0            | 0            |

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# Northern Inyo Hospital Balance Sheet

For Period: 3-2014 (09/01/2013 - 09/30/2013)

## YTD Balance

| Current Assets:                                    |               |
|--|---------------|
| Cash and Equivaliants                              | \$946,539     |
| Short-Term Investments                             | \$5,398,474   |
| Assets Limited as to Use                           | \$0           |
| Plant Replacement and Expansion Fund               | \$2           |
| Other Investments                                  | \$1,111,764   |
| Patient Receivable                                 | \$43,120,747  |
| Less: Allowances                                   | \$-30,165,630 |
| Other Receivables                                  | \$739,152     |
| Inventories  | \$2,985,144   |
| Prepaid Expenses                                   | \$1,158,883   |
| Total Current Assets                               | \$25,295,075  |
|  |               |
| Internally Designated for Capital Acquistions      | \$951,705     |
| Special Purpose Assets                             | \$805,520     |
|  |               |
| Revenue Bonds Held by a Trustee                    | \$3,284,133   |
| Less Amounts Required to Meet Current Obligations  | \$0           |
| Assets Limited as to use                           | \$5,041,358   |
|  |               |
| Long Term Investments                              | \$674,564     |
|  |               |
| Property & equipment, net Accumulated Depreciation | \$88,860,806  |
| Unamortized Bond Costs                             | \$710,397     |
|  |               |
| Total Assets                                       | \$120,582,201 |

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# Northern Inyo Hospital Balance Sheet

For Period: 3-2014 (09/01/2013 - 09/30/2013)

# YTD Balance

| Liabilities and Net Assets                |                |
|---|----------------|
| Current Liabilities:                      |                |
| Current Maturities of Long-Term Debt      | \$-2,009,160   |
| Accounts Payable                          | \$-1,383,141   |
| Accured Salaries, Wages & Benefits        | \$-4,040,994   |
| Accrued Interest and Sales Tax            | \$-978,174     |
| Deferred Income                           | \$-395,087     |
| Due to 3rd Party Payors                   | \$-1,891,874   |
| Due to Specific Purpose Funds             | \$0            |
| Total Current Liabilites                  | \$-10,698,429  |
| Long Term Debt, Net of Current Maturities | \$-52,945,620  |
| Bond Premium                              | \$-1,390,201   |
| Total Long Term Debt                      | \$-54,335,820  |
| Net Assets                                |                |
| Unrestricted Net Assets                   | \$-54,742,432  |
| Tempororily Restricted                    | \$-805,520     |
| Net Income                                |                |
| Total Net Assets                          | \$-55,547,952  |
| Total Liabilities and Net Assets          | \$-120,582,201 |

# Statement of Operation Monthly Statement of Operations

For Period: 3-2014 (09/01/2013 - 09/30/2013)

|   | September        | MTD Budget        | MTD<br>Variance | Actual YTD   | YTD Budget  | YTD<br>Variance |
|---|------------------|-------------------|-----------------|--------------|-------------|-----------------|
| Unrestricted Revenues, Gains & Other Support      |                  |                   |                 |              |             |                 |
| Inpatient Service Revenue                         |                  |                   |                 |              |             |                 |
| Ancillary   | 763,695          | 583,574           | 180,121         | 1,770,919    | 1,789,626   | (18,707)        |
| Routine   | 2,981,234        | 2,284,280         | 696,954         | 7,387,328    | 7,005,140   | 382,188         |
| Total Inpatient Service Revenue                   | 3,744,928        | 2,867,854         | 877,074         | 9,158,247    | 8,794,766   | 363,481         |
| Outpatient Service Revenue                        | 6,141,623        | 5,873,124         | 268,499         | 19,258,102   | 18,010,906  | 1,247,196       |
| Gross Patient Service Revenue                     | 9,886,551        | 8,740,978         | 1,145,573       | 28,416,349   | 26,805,672  | 1,610,677       |
|   |                  |                   |                 |              |             |                 |
| Less Deductions from Revenue                      |                  |                   |                 |              |             |                 |
| Patient Service Revenue Deductions                | (346,805)        | (201,228)         | (145,577)       | (954,404)    | (617,096)   | (337,308)       |
| Contractual Adjustments                           | (3,787,408)      | (3,163,770)       | (623,638)       | (10,885,198) | (9,702,226) | (1,182,972)     |
| Prior Period Adjustments                          | 9,603            | 122,093           | (112,490)       | 28,683       | 374,417     | (345,734)       |
| Total Deductions from Patient Service Revenue     | (4,124,610)      | (3,242,905)       | (881,705)       | (11,810,920) | (9,944,905) | (1,866,015)     |
| Net Patient Service Revenue                       | 5,761,941        | 5,498,073         | 263,868         | 16,605,429   | 16,860,767  | (255,338)       |
| 04  | 24 604           | 94 222            | (62,718)        | 42,547       | 258,584     | (216,037)       |
| Other revenue                                     | 21,604<br>87,043 | 84,322<br>132,250 | (45,207)        | 261,129      | 405,566     | (144,437)       |
| Transfers from Restricted Funds for Operating Exp |                  |                   |                 |              | 664,150     |                 |
| Total Other Revenue                               | 108,647          | 216,572           | (107,925)       | 303,676      | 004,130     | (360,474)       |
| Eveneses  |                  |                   |                 |              |             |                 |
| Expenses: Salaries and Wages                      | 1,763,706        | 1,818,949         | (55,243)        | 5,347,154    | 5,578,105   | (230,951)       |
| Employee Benefits                                 | 1,371,562        | 1,125,241         | 246,321         | 3,502,725    | 3,450,735   | 51,990          |
| Professional Fees                                 | 482,008          | 449,041           | 32,967          | 1,781,727    | 1,377,065   | 404,662         |
| Supplies  | 553,257          | 492,114           | 61,143          | 1,650,050    | 1,509,144   | 140,906         |
| Purchased Services                                | 321,115          | 254,435           | 66,680          | 756,060      | 780,263     | (24,203)        |
| Depreciation                                      | 294,064          | 424,081           | (130,017)       | 881,261      | 1,300,515   | (419,254)       |
| Interest Expense                                  | 201,862          | 212,450           | (10,588)        | 600,799      | 651,512     | (50,713)        |
| Bad Debts   | 439,913          | 234,272           | 205,641         | 891,752      | 718,434     | 173,318         |
| Other Expense                                     | 372,799          | 315,408           | 57,391          | 1,180,797    | 967,252     | 213,545         |
| Total Expenses                                    | 5,800,287        | 5,325,991         | 474,296         | 16,592,326   | 16,333,025  | 259,301         |
| Operating Income (Loss)                           | 70,301           | 388,654           | (318,353)       | 316,780      | 1,191,892   | (875,112)       |
| Other Income:                                     |                  |                   |                 |              |             |                 |
| District Tax Receipts                             | 43,899           | 41,816            | 2,083           | 131,696      | 128,236     | 3,460           |
| Partnership Investment Incomce                    |                  | 0                 | 0               |              | 0           | 0               |
| Grants and Other Contributions Unrestricted       | 7,800            | 5,996             | 1,804           | 62,700       | 18,388      | 44,312          |
| Interest Income                                   | 10,718           | 944               | 9,774           | 31,649       | 2,894       | 28,755          |
| Other Non-Operating Income                        | 6,782            | 12,464            | (5,682)         | 13,192       | 38,228      | (25,036)        |
| Net Medical Office Activity                       | (234,435)        | (338,684)         | 104,249         | (743,299)    | (1,038,634) | 295,335         |
| 340B Net Activity                                 | 55,287           | 50,718            | 4,569           | 161,428      | 155,534     | 5,894           |
| Non-Operating Income/Loss                         | (109,949)        | (226,746)         | 116,797         | (342,635)    | (695,354)   | 352,719         |
| Net Income/Loss                                   | (39,647)         | 161,908           | (201,555)       | (25,855)     | 496,538     | (522,393)       |

# Investments as of 9/30/2013

| - | Purchase Dt | <b>Maturity Dt</b> | Institution                     | Broker                      | Rate         | Principal    |
|---|-------------|--------------------|---------------------------------|-----------------------------|--------------|--------------|
| 1 | 9/2/2013    | 10/1/2013          | LAIF (Walker Fund)              | Northern Inyo Hospital      | 0.26%        | 322,006.64   |
| 2 | 9/2/2013    | 10/1/2013          | Local Agency Investment Fund    | Northern Inyo Hospital      | 0.26%        | 4,503,967.07 |
| 3 | 9/24/2013   | 10/1/2013          | Multi-Bank Securities           | Multi-Bank Service          | 0.01%        | 572,500.76   |
| 4 | 5/20/2010   | 5/20/2015          | First Republic Bank-Div of BOFA | Financial Northeaster Corp. | 3.10%        | 100,000.00   |
| 5 | 8/2/2013    | 10/15/2016         | Wachovia Corp New Note          | Multi-Bank Service          | 1.38%        | 566,205.00   |
|   | Total       |                    |                                 | \$                          | 6,064,679.47 |              |

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

| MONTH    |
|----------|
| APPROVED |
|          |

| BY BOARD   | DESCRIPTION OF APPROVED CAPITAL EXPENDITURES  |                          | AMOUNT    |
|------------|---|--------------------------|-----------|
| FY 2011-12 | Additional Coppper and Fiberoptic Cable   |                          | 29,884    |
|            | Paragon Physician Documentation Module  |                          | 137,254   |
| FY 2012-13 | Zimmer Orthopedic Power Equipment   |                          | 44,115    |
|            | Paragon Rules Engine/Meaningful Use Stage 2 QeM   | Plus annual fees         | 60,360    |
|            | Centricity Upgrade and Practice Management Purchase   | Rural Health Clinic      | 30,762    |
|            | Centricity EMR and Practice Management  | Medical Office Practices | 204,118   |
|            | Platinum Scan Station and Somo Viewer Station   | Radiology                | 193,700 * |
|            | GE Logic E9 Ultrasound Machine  | Ultrasound               | 158,706 * |
|            | AMOUNT APPROVED BY THE BOARD IN THE PRIOR FISCAL  |                          |           |
|            | YEARS TO BE EXPENDED IN THE CURRENT FISCAL YEAR   |                          | 858,899   |
| FY 2013-14 | Puritan Bennett 840 Ventilator  | Respiratory Therapy      | 28,747 *  |
|            | AMOUNT APPROVED BY THE BOARD IN THE CURRENT FIS<br>YEAR TO BE EXPENDED IN THE CURRENT FISCAL YEAR | CAL                      | 28,747    |
|            |   |                          |           |
|            | Amount Approved by the Board in Prior Fiscal Years to be Expended in the Current Fiscal Year      |                          | 858,899   |
|            | Amount Approved by the Board in the Current Fiscal Year to be Expended in the Current Fiscal Year |                          | 28,747    |
|            | Year-to-Date Board-Approved Amount to be Expended   |                          | 535,240   |
|            | Year-to-Date Administrator-Approved Amount  |                          | 158,945 * |
|            | Actually Expended in Current Fiscal Year  |                          | 381,153 * |
|            | Year-to-Date Completed Building Project Expenditures  |                          | 338,366 * |
|            | TOTAL FUNDS APPROVED TO BE EXPENDED   |                          | 1,075,339 |
|            |   | 19.                      | 2         |

**Total-to-Date Spent on Incomplete Board Approved Expenditures** 

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

MONTH APPROVED

| BY BOARD        | DESCRIPTION OF APPROVED CAPITAL EXPENDITURES  | AMOUNT    |
|-----------------|---|-----------|
| Reconciling Tot | als:  |           |
| Actually Capita | lized in the Current Fiscal Year Total-to-Date  |           |
|                 | yments from a Previous Period   |           |
| Less: Lease Pa  | yments Due in the Future  | 540,098   |
| Less: Funds Ex  | pended in a Previous Period   | 0         |
|                 | proved Expenditures   | 0         |
| •               |   | 0         |
| ACTUAL FUNDS    | S APPROVED IN THE CURRENT FISCAL YEAR TOTAL-TO-DATE   | 535,240   |
|                 |   | 1,075,339 |
| Donations by A  | uxiliary  |           |
| •               | ospice of the Owens Valley  |           |
|                 | s Used for Purchase   | 0         |
|                 |   | 0         |
|                 |   | 0         |
|                 |   | 0         |
| *Completed Pi   | urchase   | 0         |
|                 | lgeted amount for capital expenditures for all priority requests for the fiscal year e 30, 2013, is \$943,036 coming from existing hospital funds.) |           |

<sup>\*\*</sup>Completed in prior fiscal year

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

| Administrator-Approved Item(s)          | Department             | Amount | Month<br>Total | Grand<br>Total |
|---|------------------------|--------|----------------|----------------|
|   |                        |        |                |                |
| Broselow Cart Premier                   | Surgery                | 1,629  |                |                |
| Prime 5th Wheel Stretcher               | PACU                   | 7,630  |                |                |
| Prime 5th Wheel Stretcher               | PACU                   | 7,630  |                |                |
| Office Furnishing                       | Nursing Administration | 3,896  |                |                |
| Harmonic Scalpel Generator              | Surgery                | 3,995  |                |                |
| EMG Neuromax 1002 CE                    | Ortho Clinic           | 9,000  |                |                |
| Conversion of Walk-IN Freezer to Cooler | Dietary                | 4,552  |                |                |
| MONTH ENDING SEPTEMBER 30, 2013         |                        |        | 38,332         | 158,945        |

# **Northern Inyo Hospital** PLANT EXPANSION AND REPLACEMENT BUILDING PROJECTS

# Fiscal Year Ending JUNE 30, 2013 As of September 30, 2013

**Grand Total** 

338,366

Amount

(Completed and Occupied or Installed)

Item Turner Construction-final payment Building 338,366

MONTH ENDING SEPTEMBER 30, 2013

Page 1 of 2

# Northern Inyo Hospital Balance Sheet

For Period: 4-2014 (10/01/2013 - 10/31/2013)

# YTD Balance

| Short-Term Investments         \$6,916,075           Assets Limited as to Use         \$0           Plant Replacement and Expansion Fund         \$2           Other Investments         \$1,111,764           Patient Receivable         \$41,022,197           Less: Allowances         \$-29,794,182           Other Receivables         \$-81,036           Inventories         \$2,990,596           Prepaid Expenses         \$1,420,112           Fotal Current Assets         \$23,845,838           Internally Designated for Capital Acquistions         \$951,745           Special Purpose Assets         \$54,846           Revenue Bonds Held by a Trustee         \$3,285,860           Less Amounts Required to Meet Current Obligations         \$0           Assets Limited as to use         \$4,292,451           Long Term Investments         \$666,205           Property & equipment, net Accumulated Depreciation         \$88,790,344           Jamontized Bond Costs         \$706,256  | Current Assets:                                    |               |
|--|--|---------------|
| Assets Limited as to Use \$0  Plant Replacement and Expansion Fund \$2  Cher Investments \$1,111,764  Patient Receivable \$41,022,197  Less: Allowances \$-29,794,182  Cher Receivables \$-81,036  Inventories \$2,990,596  Prepaid Expenses \$1,420,112  Fotal Current Assets \$23,845,838  Internally Designated for Capital Acquistions \$951,745  Expecial Purpose Assets \$54,846  Revenue Bonds Held by a Trustee \$3,285,860  Less Amounts Required to Meet Current Obligations \$95  Assets Limited as to use \$4,292,451  Long Term Investments \$666,205  Property & equipment, net Accumulated Depreciation \$88,790,344  Unamortized Bond Costs \$706,256  | Cash and Equivaliants                              | \$260,310     |
| Plant Replacement and Expansion Fund  \$2 Other Investments \$1,111,764 \$41,022,197 ess: Allowances \$-29,794,182 Other Receivables \$-29,794,182 Other Receivables \$-29,90,596 Prepaid Expenses \$2,990,596 Prepaid Expenses \$1,420,112 Fotal Current Assets  ***Special Purpose Assets  **Revenue Bonds Held by a Trustee  ***Less Amounts Required to Meet Current Obligations  ***Assets Limited as to use  ***Long Term Investments  ***Sepecial Purpose Assets  * | Short-Term Investments                             | \$6,916,075   |
| Statist Replacement and Expansion and Deter Investments       \$1,111,764         Patient Receivable       \$41,022,197         Less: Allowances       \$-29,794,182         Other Receivables       \$-81,036         Inventories       \$2,990,596         Prepaid Expenses       \$1,420,112         Fotal Current Assets       \$23,845,838         Internally Designated for Capital Acquistions       \$951,745         Special Purpose Assets       \$54,846         Revenue Bonds Held by a Trustee       \$3,285,860         Less Amounts Required to Meet Current Obligations       \$0         Assets Limited as to use       \$4,292,451         Long Term Investments       \$666,205         Property & equipment, riet Accumulated Depreciation       \$88,790,344         Unamortized Bond Costs       \$706,256   | Assets Limited as to Use                           | \$0           |
| Patient Receivable       \$41,022,197         Less: Allowances       \$-29,794,182         Other Receivables       \$-81,036         Inventories       \$2,990,596         Prepaid Expenses       \$1,420,112         Total Current Assets       \$23,845,838         Internally Designated for Capital Acquistions       \$951,745         Special Purpose Assets       \$54,846         Revenue Bonds Held by a Trustee       \$3,285,860         Less Amounts Required to Meet Current Obligations       \$0         Assets Limited as to use       \$4,292,451         Long Term Investments       \$666,205         Property & equipment, net Accumulated Depreciation       \$88,790,344         Unamortized Bond Costs       \$706,256  | Plant Replacement and Expansion Fund               | \$2           |
| Less: Allowances \$-29,794,182 Other Receivables \$-81,036 Inventories \$2,990,596 Prepaid Expenses \$1,420,112 Fotal Current Assets \$23,845,838 Internally Designated for Capital Acquistions \$951,745 Expecial Purpose Assets \$54,846 Revenue Bonds Held by a Trustee \$3,285,860 Less Amounts Required to Meet Current Obligations \$0 Assets Limited as to use \$4,292,451 Long Term Investments \$666,205 Property & equipment, net Accumulated Depreciation \$88,790,344 Unamortized Bond Costs \$706,256   | Other Investments                                  | \$1,111,764   |
| Other Receivables         \$-81,036           Inventories         \$2,990,596           Prepaid Expenses         \$1,420,112           Total Current Assets         \$23,845,838           Internally Designated for Capital Acquistions         \$951,745           Special Purpose Assets         \$54,846           Revenue Bonds Held by a Trustee         \$3,285,860           Less Amounts Required to Meet Current Obligations         \$0           Assets Limited as to use         \$4,292,451           Long Term Investments         \$666,205           Property & equipment, net Accumulated Depreciation         \$88,790,344           Unamortized Bond Costs         \$706,256   | Patient Receivable                                 | \$41,022,197  |
| nventories \$2,990,596 Prepaid Expenses \$1,420,112 Fotal Current Assets \$23,845,838 Internally Designated for Capital Acquistions \$951,745 Special Purpose Assets \$54,846 Revenue Bonds Held by a Trustee \$3,285,860 Less Amounts Required to Meet Current Obligations \$90 Assets Limited as to use \$4,292,451 Long Term Investments \$666,205 Property & equipment, riet Accumulated Depreciation \$88,790,344 Unamortized Bond Costs \$706,256  | Less: Allowances                                   | \$-29,794,182 |
| Prepaid Expenses \$1,420,112 Fotal Current Assets \$23,845,838 Internally Designated for Capital Acquistions \$951,745 Special Purpose Assets \$54,846 Revenue Bonds Held by a Trustee \$3,285,860 Less Amounts Required to Meet Current Obligations \$0 Assets Limited as to use \$4,292,451 Long Term Investments \$666,205 Property & equipment, net Accumulated Depreciation \$88,790,344 Unamortized Bond Costs \$706,256   | Other Receivables                                  | \$-81,036     |
| Fotal Current Assets  Internally Designated for Capital Acquistions  Special Purpose Assets  Revenue Bonds Held by a Trustee  Less Amounts Required to Meet Current Obligations  Assets Limited as to use  Property & equipment, net Accumulated Depreciation  Unamortized Bond Costs  \$23,845,838  \$951,745  \$54,846  \$3,285,860  \$3,285,860  \$4,292,451  \$666,205   | Inventories  | \$2,990,596   |
| Internally Designated for Capital Acquistions  Special Purpose Assets  Revenue Bonds Held by a Trustee  Less Amounts Required to Meet Current Obligations  Assets Limited as to use  Some Term Investments  Property & equipment, net Accumulated Depreciation  Same Servenue Bonds Held by a Trustee  \$3,285,860  \$4,292,451  \$666,205  Property & equipment, net Accumulated Depreciation  \$88,790,344  Unamortized Bond Costs   | Prepaid Expenses                                   | \$1,420,112   |
| Special Purpose Assets \$54,846  Revenue Bonds Held by a Trustee \$3,285,860 Less Amounts Required to Meet Current Obligations \$0  Assets Limited as to use \$4,292,451  Long Term Investments \$666,205  Property & equipment, net Accumulated Depreciation \$88,790,344  Unamortized Bond Costs \$706,256   | Total Current Assets                               | \$23,845,838  |
| Revenue Bonds Held by a Trustee \$3,285,860 Less Amounts Required to Meet Current Obligations \$0 Assets Limited as to use \$4,292,451 Long Term Investments \$666,205 Property & equipment, net Accumulated Depreciation \$88,790,344 Unamortized Bond Costs \$706,256  | Internally Designated for Capital Acquistions      | \$951,745     |
| Less Amounts Required to Meet Current Obligations  Assets Limited as to use  \$4,292,451  Long Term Investments  \$666,205  Property & equipment, net Accumulated Depreciation  Juamortized Bond Costs  \$706,256  | Special Purpose Assets                             | \$54,846      |
| Assets Limited as to use \$4,292,451  Long Term Investments \$666,205  Property & equipment, net Accumulated Depreciation \$88,790,344  Unamortized Bond Costs \$706,256   | Revenue Bonds Held by a Trustee                    | \$3,285,860   |
| Long Term Investments \$666,205  Property & equipment, net Accumulated Depreciation \$88,790,344  Unamortized Bond Costs \$706,256   | Less Amounts Required to Meet Current Obligations  | \$0           |
| Property & equipment, net Accumulated Depreciation \$88,790,344  Unamortized Bond Costs \$706,256  | Assets Limited as to use                           | \$4,292,451   |
| Unamortized Bond Costs \$706,256   | Long Term Investments                              | \$666,205     |
| Jnamortized Bond Costs \$706,256   | Property & equipment, net Accumulated Depreciation | \$88,790,344  |
|  | Unamortized Bond Costs                             | \$706,256     |
| Total Assets \$118,301,094   | Total Assets                                       | \$118,301,094 |

# Northern Inyo Hospital Balance Sheet

For Period: 4-2014 (10/01/2013 - 10/31/2013)

# YTD Balance

| Total Liabilities and Net Assets          | \$-118,301,094 |
|---|----------------|
| Total Net Assets                          | \$-54,943,083  |
| Net Income                                |                |
| Tempororily Restricted                    | \$-54,846      |
| Unrestricted Net Assets                   | \$-54,888,238  |
| Net Assets                                |                |
| Total Long Term Debt                      | \$-54,330,717  |
| Bond Premium                              | \$-1,385,097   |
| Long Term Debt, Net of Current Maturities | \$-52,945,620  |
| Total Current Liabilites                  | \$-9,027,294   |
| Due to Specific Purpose Funds             | \$0            |
| Due to 3rd Party Payors                   | \$-1,415,000   |
| Deferred Income                           | \$-351,188     |
| Accrued Interest and Sales Tax            | \$-463,741     |
| Accured Salaries, Wages & Benefits        | \$-4,283,483   |
| Accounts Payable                          | \$-963,158     |
| Current Maturities of Long-Term Debt      | \$-1,550,724   |
| Current Liabilities:                      |                |
| Liabilities and Net Assets                |                |

Page 1 of 1

# Statement of Operation Monthly Statement of Operations

For Period: 4-2014 (10/01/2013 - 10/31/2013)

|   | October     | MTD Budget  | MTD<br>Variance | Actual YTD   | YTD Budget   | <u>YTD</u><br>Variance |
|---|-------------|-------------|-----------------|--------------|--------------|------------------------|
| Unrestricted Revenues, Gains & Other Support      |             |             |                 |              |              |                        |
| Inpatient Service Revenue                         |             |             |                 |              |              |                        |
| Ancillary   | 572,332     | 603,026     | (30,694)        | 2,343,251    | 2,392,652    | (49,401)               |
| Routine   | 1,978,984   | 2,360,430   | (381,446)       | 9,366,312    | 9,365,570    | 742                    |
| Total Inpatient Service Revenue                   | 2,551,317   | 2,963,456   | (412,139)       | 11,709,563   | 11,758,222   | (48,659)               |
| Outpatient Service Revenue                        | 6,527,012   | 6,068,891   | 458,121         | 25,785,114   | 24,079,797   | 1,705,317              |
| Gross Patient Service Revenue                     | 9,078,329   | 9,032,347   | 45,982          | 37,494,678   | 35,838,019   | 1,656,659              |
| Less Deductions from Revenue                      |             |             |                 |              |              |                        |
| Patient Service Revenue Deductions                | (362,789)   | (207,934)   | (154,855)       | (1,317,194)  | (825,030)    | (492,164)              |
| Contractual Adjustments                           | (3,927,201) | (3,269,228) | (657,973)       | (14,812,399) | (12,971,454) | (1,840,945)            |
| Prior Period Adjustments                          | 838,566     | 126,162     | 712,404         | 867,248      | 500,579      | 366,669                |
| Total Deductions from Patient Service Revenue     | (3,451,425) | (3,351,000) | (100,425)       | (15,262,345) | (13,295,905) | (1,966,440)            |
| Net Patient Service Revenue                       | 5,626,904   | 5,681,347   | (54,443)        | 22,232,333   | 22,542,114   | (309,781)              |
| Other revenue                                     | 13,914      | 87,131      | (73,217)        | 56,461       | 345,715      | (289,254)              |
| Transfers from Restricted Funds for Operating Exp | 87,043      | 136,658     | (49,615)        | 348,172      | 542,224      | (194,052)              |
| Total Other Revenue                               | 100,957     | 223,789     | (122,832)       | 404,633      | 887,939      | (483,306)              |
| Expenses:   |             |             |                 |              |              |                        |
| Salaries and Wages                                | 1,873,433   | 1,879,578   | (6,145)         | 7,220,586    | 7,457,683    | (237,097)              |
| Employee Benefits                                 | 971,961     | 1,162,747   | (190,786)       | 4,474,686    | 4,613,482    | (138,796)              |
| Professional Fees                                 | 652,272     | 464,012     | 188,260         | 2,433,999    | 1,841,077    | 592,922                |
| Supplies  | 529,272     | 508,515     | 20,757          | 2,179,322    | 2,017,659    | 161,663                |
| Purchased Services                                | 289,814     | 262,914     | 26,900          | 1,045,874    | 1,043,177    | 2,697                  |
| Depreciation                                      | 269,147     | 438,217     | (169,070)       | 1,150,408    | 1,738,732    | (588,324)              |
| Interest Expense                                  | 202,420     | 219,531     | (17,111)        | 803,219      | 871,043      | (67,824)               |
| Bad Debts   | 237,389     | 242,081     | (4,692)         | 1,129,141    | 960,515      | 168,626                |
| Other Expense                                     | 273,173     | 325,922     | (52,749)        | 1,453,970    | 1,293,174    | 160,796                |
| Total Expenses                                    | 5,298,880   | 5,503,517   | (204,637)       | 21,891,206   | 21,836,542   | 54,664                 |
| Operating Income (Loss)                           | 428,980     | 401,619     | 27,361          | 745,760      | 1,593,511    | (847,751)              |
| Other Income:                                     |             |             |                 |              |              |                        |
| District Tax Receipts                             | 43,899      | 43,210      | 689             | 175,594      | 171,446      | 4,148                  |
| Partnership Investment Incomce                    |             | 0           | 0               |              | 0            | 0                      |
| Grants and Other Contributions Unrestricted       |             | 6,196       | (6,196)         | 62,700       | 24,584       | 38,116                 |
| Interest Income                                   | 13,810      | 975         | 12,835          | 45,459       | 3,869        | 41,590                 |
| Other Non-Operating Income                        |             | 12,882      | (12,882)        | 13,192       | 51,110       | (37,918)               |
| Net Medical Office Activity                       | (336,496)   | (349,975)   | 13,479          | (1,079,795)  | (1,388,609)  | 308,814                |
| 340B Net Activity                                 | (4,428)     | 52,408      | (56,836)        | 157,000      | 207,942      | (50,942)               |
| Non-Operating Income/Loss                         | (283,215)   | (234,304)   | (48,911)        | (625,850)    | (929,658)    | 303,808                |
| Net Income/Loss                                   | 145,765     | 167,315     | (21,550)        | 119,910      | 663,853      | (543,943)              |

# Northern Inyo Hospital

# Investments as of 10/31/2013

|   | Purchase Dt | Maturity Dt | Institution                         | Rate  | Principal      |
|---|-------------|-------------|-------------------------------------|-------|----------------|
| 1 | 10/15/2013  | 11/1/2013   | LAIF (Walker Fund)                  | 0.27% | 322,210.49     |
| 2 | 10/15/2013  | 11/1/2013   | Local Agency Investment Fund        | 0.27% | 6,007,292.65   |
| 3 | 10/16/2013  | 11/1/2013   | Multi-Bank Securities               | 0.01% | 586,572.35     |
| 4 | 5/20/2010   | 5/20/2015   | First Republic Bank-Div of BOFA FNC | 3.10% | 100,000.00     |
| 5 | 8/2/2013    | 10/15/2016  | Wachovia Corp New Note              | 1.38% | 566,205.00     |
|   |             |             | Total                               |       | \$7,582,280.49 |

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

| MONTH<br>APPROVED |  |                          |                        |
|-------------------|--|--------------------------|------------------------|
| BY BOARD          | DESCRIPTION OF APPROVED CAPITAL EXPENDITURES   |                          | AMOUNT                 |
| FY 2011-12        | Additional Coppper and Fiberoptic Cable  |                          | 29,884                 |
|                   | Paragon Physician Documentation Module   |                          | 137,254                |
| FY 2012-13        | Zimmer Orthopedic Power Equipment  |                          | 44,115                 |
|                   | Paragon Rules Engine/Meaningful Use Stage 2 QeM  | Plus annual fees         | 60,360                 |
|                   | Centricity Upgrade and Practice Management Purchase  | Rural Health Clinic      | 30,762                 |
|                   | Centricity EMR and Practice Management   | Medical Office Practices | 204,118                |
|                   | Platinum Scan Station and Somo Viewer Station  | Radiology                | 193,700 *              |
|                   | GE Logic E9 Ultrasound Machine   | Ultrasound               | 158,706 *              |
|                   | AMOUNT APPROVED BY THE BOARD IN THE PRIOR FISCAL YEARS TO BE EXPENDED IN THE CURRENT FISCAL YEAR     |                          | 858,899                |
| FY 2013-14        | Puritan Bennett 840 Ventilator   | Respiratory Therapy      | 28,747 *               |
|                   | AMOUNT APPROVED BY THE BOARD IN THE CURRENT FISC<br>YEAR TO BE EXPENDED IN THE CURRENT FISCAL YEAR   | CAL                      | 28,747                 |
|                   | Amount Approved by the Board in Prior Fiscal Years to be Expended in the Current Fiscal Year         |                          | 858,899                |
|                   | Amount Approved by the Board in the Current Fiscal<br>Year to be Expended in the Current Fiscal Year |                          | 28,747                 |
|                   | Year-to-Date Board-Approved Amount to be Expended  |                          | 535,240                |
|                   | Year-to-Date Administrator-Approved Amount Actually Expended in Current Fiscal Year                  |                          | 158,945 *<br>381,153 * |
|                   | recounty experience in earliest reconstruction   |                          |                        |
|                   | Year-to-Date Completed Building Project Expenditures TOTAL FUNDS APPROVED TO BE EXPENDED             |                          | 476,920 *<br>1,075,339 |
|                   |  |                          |                        |

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

MONTH APPROVED

\*\*Completed in prior fiscal year

| BY BOARD DESCRIPTION OF APPROVED CAPITAL EXPENDITURES   | AMOUNT    |
|---|-----------|
| Reconciling Totals:   |           |
| Actually Capitalized in the Current Fiscal Year Total-to-Date                                     |           |
| Plus: Lease Payments from a Previous Period   |           |
| Less: Lease Payments Due in the Future  | 540,098   |
| Less: Funds Expended in a Previous Period   | 0         |
| Plus: Other Approved Expenditures   | 0         |
| Flus. Other Approved Experiultures  | 0         |
| ACTUAL FUNDS APPROVED IN THE CURRENT FISCAL YEAR TOTAL-TO-DATE                                    | 535,240   |
| ACTUAL FUNDS AFFROVED IN THE CORRENT FISCAL TEAR TOTAL-TO-DATE                                    | 333,240   |
|   | 1,075,339 |
|   | 1,073,333 |
| Donations by Auvilians  |           |
| Donations by Auxiliary  |           |
| Donations by Hospice of the Owens Valley  | 0         |
| +Tobacco Funds Used for Purchase  | 0         |
|   | _         |
|   | 0         |
|   | 0         |
| *Completed Purchase   | 0         |
| (Note: The budgeted amount for capital expenditures for all priority requests for the fiscal year | -         |
| ending June 30, 2013, is \$943,036 coming from existing hospital funds.)                          |           |
| chang rane 50, 2525, 15 45 15,000 coming from channel hospital rands,                             |           |

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

| Administrator-Approved Item(s)      | Department          | Amount | Month<br>Total | Grand<br>Total |
|-------------------------------------|---------------------|--------|----------------|----------------|
| Captus 3000 Thyroid Uptake System   | Nuclear Medicine    | 20,352 |                |                |
| Office Furnishing                   | Nursing Supervision | 4,491  |                |                |
| Ergotron SV42 w/Pivot 1 Drawer Life | Information Tech    | 5,355  |                |                |
| Simpad System                       | Staff Development   | 11,369 |                |                |
| McKesson Compliance Advisor Upgrade | Information Tech    | 11,766 |                |                |
| MONTH ENDING OCTOBER 31, 2013       |                     |        | 53,333         | 212,278        |

# THIS SHEET INTENTIONALLY LEFT BLANK

# AGREEMENT FOR SERVICES TO THE NORTHERN INYO HOSPITAL ELECTROCARDIOGRAPHIC DEPARTMENT

**THIS AGREEMENT MADE AND ENTERED INTO** this 1st day of December, 2013, by and between NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT (hereinafter "Hospital") and James Richardson, M.D. (hereinafter "Physician").

# I RECITALS

- A. Hospital is located at 150 Pioneer Lane, Bishop, California, and operates therein a service designated as the Electrocardiography Department (hereinafter "EKG Department").
- B. Physician is a sole practitioner licensed to practice medicine in the State of California, and a diplomate of the American Board of Internal Medicine. Physician has represented and does represent, to the Hospital that, on the basis of his or her training or experience, he or she is knowledgeable in the interpretation of electrocardiographs (hereinafter "EKGs") and is readily available to interpret EKGs.
- C. Hospital desires to contract with Physician to provide professional interpretation of EKGs done on patients at the Hospital.
- D. The parties desire to enter this Agreement to provide a complete statement of their respective duties and obligations.
- E. The term "EKG" shall mean all products of the EKG Department, including but without limitation, electrocardiographs, rhythm strips, stress tests, event recorders, and telemetry strips.

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth below, the parties agree as follows:

# II COVENANTS OF PHYSICIAN

1. Physician shall perform the follow services:

- a. Be available to provide interpretation of all full and partial cardiac function studies performed by the EKG Department on Physician's patients. Said interpretations are to be done within 24 hours of the time the EKG studies are performed. Physician shall have no exclusive right to read studies hereunder, and acknowledges that EKG and treadmill studies may be read by any other physician deemed qualified to do so by the Medical Staff Executive Committee.
- b. Physician acknowledges that Hospital has retained the services of Asao Kamei, M.D. (hereinafter "Dr. Kamei"), to serve as Chief of the EKG Department and agrees that, should Physician fail to read and interpret any EKG which he or she is obligated to read within 24 hours of its creation, or should Physician fail to read and interpret any EKG done in preparation for any surgery, whether emergency or elective, if said EKG has not been read within a reasonable time prior to the time scheduled for said surgery, said EKG will be read and interpreted by Dr. Kamei, and he shall receive compensation from the Hospital for such service. Physician acknowledges and agrees that in such event, Physician will not be compensated by the Hospital, but nonetheless may read and interpret the relevant EKG as may be required for the care of his or her own patients. In regard to the circumstances set forth in this sub-paragraph (b), Physician further acknowledges and agrees that Dr. Kamei may designate another qualified physician (who must also be a Diplomate of the American Board of Internal Medicine) to perform such services for him in the event of his or her absence or inability to perform such services.
- c. Physician acknowledges and agrees that Dr. Kamei, acting in his role as Chief of the EKG Department, may read any EKG done in the Hospital.
- d. Participate in retrospective evaluation of care provided in the EKG Department.
- e. Be available to provide interpretation of EKGs for patients under the care of Physician who were seen in the Hospital's Emergency Room Department whether or not said patient was seen by the Physician in the Emergency Room.
- f. Be available to provide interpretation of EKGs for emergent pre-operative patients under the care of the Physician.
- 2. Physician shall at all times comply with the policies, rules and regulations of the Hospital, subject to State and federal statutes covering his or her practice. No part of the Hospital premises shall be used, at any time, by Physician for the general practice of medicine except during the exercise of privileges granted Physician as a member of the Hospital Active Medical Staff.
- 3. Physician agrees to 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 he or she may claim payment or reimbursement from the Hospital. 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 Hospital, 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 subcontract he or she may enter with a value of more than \$10,000, or for more than a 12-month period, when said sub-contract is with a related organization.

- 4. Physician acknowledges, covenants, and agrees that Hospital shall have no obligation to compensate him or her for EKGs read in the following cases:
  - a. Where a patient seen in the Emergency Room is not identified as being in the care of Physician and the EKG is subsequently read by the Chief;
  - b. Where a patient first seen in the Emergency Room and who has not previously been under the care of Physician, is admitted to the Hospital to the care of Physician after the patient's EKG has been read by the Chief;
  - c. Where any member of the Hospital Medical Staff requests Physician to consult on a patient after the patient's EKG is read by the Chief;
  - d. Where Physician has not been identified as the primary physician of a patient at the time a patient's pre-operative EKG is read by the Chief;
  - e. For any EKG not read within 24 hours of its creation.

# III COVENANTS OF THE HOSPITAL

- 1. Hospital shall furnish, for the use of Physician in rendering services hereunder:
  - a. Sufficient space in the Hospital to enable him or her to perform his or her duties under this Agreement; and,
  - b. Ordinary janitorial and in-house messenger service, and such electricity for light and power, gas, water, and heat as may be required by him or her to perform his or her duties under this Agreement.

- 2. Hospital shall pay Physician in accordance with Exhibit A for all interpretation rendered by the Physician. Said sums are payable on the twentieth (20th) day of the calendar month immediately following the service performed. Payments made pursuant to this Paragraph 2 shall be deemed Physician's full, complete, and reasonable compensation for services under this Agreement.
- 3. Hospital shall allow any member of the Hospital Medical Staff to designate, in writing, any physician who is (a) also a member of the Hospital Active Medical Staff and (b) a diplomate of the American Board of Internal Medicine, as the physician who shall be entitled to read EKGs for any patient admitted to the Hospital to the care of said physician, and Hospital shall compensate said physician for the services thereafter rendered provided that (c) said physician has executed an agreement with Hospital identical to this Agreement and (d) the written designation described in this subdivision is renewed, in writing, annually.
- 4. Hospital will attempt, insofar as is reasonably possible in the circumstances, to identify and notify the primary physician of any patient treated in the Hospital's Emergency Room Department and/or Surgery Department.

# IV GENERAL PROVISIONS

- 1. Services to be performed by Physician under this Agreement may be performed by other physicians who are approved in writing (which approval is revocable) by Hospital and who shall be members of the Hospital Active Medical Staff. If Physician is absent, services required to be performed by Physician under this Agreement shall be performed by Dr. Kamei or his designee. Notwithstanding anything to the contrary contained herein, Physician shall not have the right to assign this agreement, or any rights or obligations thereunder, without the written consent of Hospital first had and obtained.
- 2. In the performance of his or her duties and obligations under this Agreement, it is further mutually understood and agreed that:
  - a. Physician is at all times acting and performing as an independent contractor, that Hospital shall neither have nor exercise any control or direction over the methods by which he or she shall perform his or her work and functions (except that Physician shall do so at all times in strict compliance with currently approved methods and practices of internal medicine and cardiology, and in accord with the Hospital's Bylaws and with the Hospital Medical Staff Bylaws and Rules and Regulations), and that the sole interest of Hospital is to assure that the services of Physician shall be performed and rendered, and the EKG Department shall be

operated, in a competent, efficient, and satisfactory manner in accord with the highest medical standards possible.

- b. No act, commission, or omission of Physician pursuant to the terms and conditions of this Agreement shall be construed to make or render Physician an agent, employee, or servant of the Hospital.
- c. It is the intent of the parties that Physician be an independent contractor, and not an employee, in the performance of his or her duties under this Agreement. In order to protect the Hospital from liability, Physician shall defend, indemnify, and hold harmless the Hospital from liability for any and all claims arising out of the performance of his or her duties under this Agreement.
- 3. Physician shall, at all relevant times, be a member of the Hospital Active Medical Staff.
- 4. Each party shall comply with all applicable requirements of law relating to licensure and regulation of both physicians and hospitals.
- 5. This is the entire agreement of the parties, and supersedes any and all prior oral and/or written agreements. It may be modified only by a written instrument signed by both parties.
- 6. Whenever, under the terms of this Agreement, written notice is required or permitted to be given, such notice shall be deemed given when deposited in the United States mail, first class postage prepaid, addressed as follows:

**HOSPITAL:** Administrator

Northern Inyo Hospital 150 Pioneer Lane

Bishop, California 93514

**PHYSICIAN:** James Richardson, M.D.

307 Academy

Bishop, California 93514

or to such other address as either party may notify the other, in writing.

- 7. The term of this Agreement is one (1) year, commencing on December 1, 2013 and ending at midnight on November 30, 2014.
- 8. Notwithstanding the aforesaid term, Hospital may terminate this Agreement immediately upon the occurrence of any of the following events:

- a. Physician's death, loss of Hospital Active Medical Staff membership, loss of license to practice medicine, or loss of Active Medical Staff privileges required to render services under this Agreement;
- b. Physician's inability to render services hereunder;
- c. The appointment of a receiver of the assets of Physician, an assignment by him or her for the benefit of his or her creditors, or any action taken or suffered by him or her (with respect to him or her) under any bankruptcy or insolvency law;
- d. Closure of the Hospital;
- e. Sixty (60) days after written notice of termination without cause is given by Hospital to Physician.

However, the parties understand and acknowledge that termination of this Agreement shall not affect Physician's membership on the Hospital Medical Staff.

- 9. Originals of medical records of the EKG Department are the property of the Hospital and shall be retained on Hospital premises. Physician shall have access to, and may photocopy, such documents and records as may be required for the care of his or her patients or to perform his or her duties under this Agreement, provided only that he or she gives reasonable notice. Physician shall complete all reports required of him or her by Hospital, for the performance of his or her duties under this Agreement, within 24 hours of the time the EKG is performed. Physician acknowledges that, should he or she remove an original EKG from the custody of the EKG Department, he or she shall return it to the custody of the EKG Department within the 24-hour period required for reading as set forth in Article II, section 1(a) above. "Custody" includes, but is not limited to, the physical premises occupied by the EKG Department and any EKG machines, carts, or collection or storage vehicles located within the Hospital but outside the EKG Department physical premises. Physician shall not destroy or mutilate originals of medical records or EKGs.
- 10. This Agreement is for the personal services of Physician and Physician may not assign his or her rights, duties, obligations or responsibilities thereunder.
- 11. Subject to the restrictions against transfer or assignment set forth above, the provisions of this Agreement shall inure to the benefit, and be binding upon, the heirs, successors, assigns, agents, personal representatives, conservators, executors and administrators of the parties.

12. Use of the masculine, feminine or neuter gender, and/or of the singular or plural number, shall include the other when the context shall indicate.

This agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute one and the same agreement.

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

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

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

James Richardson, M.D. 307 Academy Bishop, California 93514

# EXHIBIT A EKG INTERPRETATION RATES

| 1. | EKG Interpretation     | \$ 20.50 |
|----|------------------------|----------|
| 2. | Rhythm Strip           | \$ 17.00 |
| 3. | Tele Strip             | \$ 20.00 |
| 4. | Cardiac event recorder | \$ 36.45 |
| 5. | Treadmill Study        | \$107.10 |
| 6. | Cardiac Nuclear        | \$133.75 |
| 7. | Adenosine Nuclear      | \$157.50 |

# THIS SHEET INTENTIONALLY LEFT BLANK

# NORTHERN INYO HOSPITAL GENERAL ANESTHESIA CO-MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT

### (COWAN AND SCHWEIZER AGREEMENTS ARE IDENTICAL)

This Co-Medical Director and Professional Services Agreement ("Agreement") dated this 1st day of January, 2014, is entered into by and between Northern Inyo County Local Hospital District ("Hospital") and Curt Schweizer, M.D. (Physician).

### **RECITALS**

- A. Hospital operates a general acute care hospital, which, among other things, operates inpatient and outpatient major and minor surgery suites, offering a variety of surgical procedures, located at 150 Pioneer Lane, Bishop, California.
- B. Physician are individuals duly licensed to practice medicine in the State of California, specializing in general anesthesia, are Board Certified in anesthesia, and are members of the Northern Inyo Hospital Active Medical Staff with privileges sufficient to practice general anesthesia.
- C. Hospital desires to obtain administrative and professional medical services from Physician for the patients of Hospital, and Physician desire 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.

### IN WITNESS WHEREOF, ALL PARTIES AGREE AS FOLLOWS:

### I.

### RESPONSIBILITIES OF THE PHYSICIAN.

- **1.01. Professional Services**. Physician shall provide the following services, consistent with the Hospital's policies and procedures, to the Hospital and Hospital patients, provided that Physician's obligations hereunder are limited to the provision of services within his professional capabilities:
  - a) <u>Medical Services</u>. In cooperation with the Hospital, arrange for appropriate coverage for the provision of professional anesthesia services to Hospital patients.
    - Physician shall cooperate in Hospital's participation in the Medicare and Medi-Cal programs. Physician shall provide services to Medicare and Medi-Cal beneficiaries in a nondiscriminatory manner.
    - Anesthesiologists will be solely responsible for developing a mechanism for scheduling surgical assignments between and amongst themselves for scheduled cases at the Hospital, which will cover not less that one operating room per day, five days a week, excluding Hospital holidays, for the first room, and not less than 120 days per year for a second

- operating room. The protocol for scheduling the second room will be determined and agreed to jointly between the anesthesiologists and memorialized in a written memorandum after acceptance by Administration. Physician shall not be required to provide more than 90 days of second room coverage per year.
- b) On-Call Coverage. Anesthesiologists shall provide on-call anesthesia coverage for the Hospital twenty-four hours per day, seven days per week, and 365 days per year. Anesthesiologists are specifically required to communicate with each other sufficiently to ensure continuous and non-interrupted call coverage. In the event that Physician is unable to provide said coverage he is specifically required to provide an equally qualified locums tenens or the equivalent at his own expense. Physician shall not be required to provide more than 26 weeks per year of call coverage on an annualized basis.
- c) <u>Administrative Services</u>. As Co-Medical Directors, Physician will assist the Hospital in meeting all State and Federal legal and regulatory requirements, including but not limited to those found in Title XXII and Medicare's "Conditions of Participation" as well as those of any accreditation agency the Hospital may be participating with. These functions may include, but will not be limited to, review, creation, and revision of policies and procedures as they relate to anesthesia.
  - Additionally the Co-Medical Directors will be called upon to help promote the Hospital in regards to procedures offered at the Hospital and will take an active role in insuring that the Hospital is keeping up to date technologically and medically. Co-Medical Directors will provide the services described in Exhibit "A" as well as assist Hospital personnel in providing educational programs to Medical Staff, employees, and others.
- **1.02.** <u>Medical Director and Administrative Services</u>. Physician shall act as Co-Medical Director of the Hospital's anesthesia service.
  - a) <u>Time Commitment</u>. Physician shall not be required to devote more than four (4) hours per month to the administrative services described in this Agreement.
  - b) Physician Time Reports. Physician shall maintain weekly time reports, which provide accurate accountings of time spent, on a daily basis, providing administrative services to the Hospital. Such reports shall be substantially in the form attached as Exhibit B, or as otherwise required by Hospital, and shall document Physician's actual provision of administrative services. All time reports shall be submitted to Hospital no later than the 10th day of the calendar month following the month in which the services were performed.
- 1.03. Personal Services. This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Physician. Physician shall continue to be primarily responsible for fulfilling the terms of the Agreement, except as specifically set forth in this Agreement. The physician will be specifically permitted to arrange for any other anesthesiologist to substitute his/her services in the stead of the contracting physician so long as the substituting physician is an active member of the Medical Staff.
- 1.04. <u>Absences</u>. In the event Physician is unable to perform the obligations under this Agreement due to illness, continuing education responsibilities, leave or other justifiable cause, Hospital shall designate a qualified replacement. The person who provides services on behalf of Physician in Physician's absence shall be bound by all terms of this Agreement. Hospital shall

have the right to approve the length of Physician's absence, and any unapproved absence shall constitute a breach of this Agreement.

**1.05.** Non-Exclusive Arrangement. Physician shall provide professional services to and for the benefit of the Hospital. All revenues associated with Hospital activities (non professional fee, typically part A) belong to the Hospital. Physician shall bill and retain all billings associated with professional anesthesia services.

This is not an exclusive arrangement with the Hospital. Physician therefore is free to seek supplemental income arrangements elsewhere; however they will give first priority to performing all Hospital activities consistent with the terms of this Agreement. Physician shall not undertake non-Hospital activities to the extent that such undertaking would interfere with his obligations under this Agreement.

**1.07.** <u>Limitation on Use of Space</u>. No part of the Hospital'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 Hospital patients.

### II.

### HOSPITAL RESPONSIBILITIES.

### 2.01. Hospital Services.

- a) Space. Hospital shall make available for Physician reasonably necessary facilities for the successful provision of anesthesia services. This may include a hospital approved Pain Management Service,
- 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 Hospital. Hospital shall repair, replace or supplement such equipment and maintain it in good working order.

### III.

### COMPENSATION AND INCOME GUARANTEE.

- 3.01. <u>Compensation</u>. Hospital shall pay each anesthesiologist \$2000.00 per month for administrative services during the term of this Agreement. In addition, Hospital shall guarantee a surgical case volume such that Physician receives payments from private billings, net of all billing expense, contractual adjustments, discounts and refunds, in the amount of \$631,736.28 annually on a pro-rated basis. Said pro-ration shall be the physicians share of first call taken. This compensation will be adjusted annually by a factor of 1.05 plus the employee COLA.
- 3.02.1 <u>Compensation Methodology</u>. Within ten working days of the end of each quarter and the receipt of billings report(s) from the Physician billing service, the Hospital will calculate the pro-rated receipts for Physician. In the event that this yields an amount less than the pro-rated share indicated in 3.01 the Hospital will fund the difference to the Physician. In the event this amount is in excess, the Hospital will credit that amount against future payments. At he the end

of each calendar year the Hospital will fund any credits to the physician. A full accounting will be provided for each quarter's transactions by the hospital.

Should this agreement terminate under section 4.02 of this agreement, Physician shall be entitled to 100% of the uncollected billings

- **Second Room Compensation.** In those quarters when the Physician is scheduled for the second room in excess of 8.0 days per quarter, on an annualized basis (30 days per year), he shall be compensated \$400 per day.
- 3.04 <u>Additional Compensation.</u> Compensation will be adjusted by the same amount as the Cost Of Living Adjustments received by the NIH employees in the same amount at the same time

### IV.

### TERM AND TERMINATION.

- **4.01.** Term. The term of this Agreement shall be for a period of twenty four months beginning on the first day of January, 2014 and ending on the 31<sup>st</sup> day of December, 2015.
- **4.02.** <u>Termination</u>. Notwithstanding the provisions of section 4.01 of this Agreement, this Agreement may be terminated:
  - a) By either party at any time, without cause or penalty, upon 90 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 this Agreement;
  - c) Immediately upon closure of the Hospital;
  - d) By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, 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, unless such breach is cured to the satisfaction of the non-breaching party within the thirty (30) days.
  - f) Automatically with ninety (90) days' notice, at such time as the Medical Staff approves privileges for a third qualified, practicing anesthesiologist.
  - g) Immediately upon death or disability such that Physician is physically unable to perform the duties required under this agreement.

**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. <u>Medical Staff Standing</u>. Prior to performing services pursuant to this Agreement, Physician must obtain full Active or Provisional Medical Staff membership privileges on the Medical Staff of Hospital with appropriate clinical privileges, 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 Hospital 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;
- 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) Maintain a professional image to the public, the Medical Staff and the Hospital employees. Said professional image would not include public intoxication, drug abuse of any kind, failure to respond to reasonable requests of the Medical Staff, or failure to perform the duties required by the Medical Staff, the District Board and this Agreement.
- h) The physician specifically agrees to abide by the Professional Conduct Prohibition of Disruptive or Discriminatory Behavior Policy attached hereto.

### 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 are at all times acting and performing as independent contractors, practicing the profession of medicine. Hospital shall neither have nor exercise control or direction over the methods by which Physician perform professional services pursuant to this Agreement; provided, however, that Physician agree that all work performed pursuant to this Agreement shall be in strict accordance with currently approved methods and practices in Physician' 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 benefits of any kind. In addition, Hospital shall have no obligation to reimburse Physician for any costs or expenses associated with Physician' 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 of 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 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' past, present or future affiliation with Hospital.
- 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 agree 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' 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 their 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. <u>Amendment</u>. 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 all parties.
- 7.04. <u>Assignment</u>. Except as provided in section 1.01 b) above, Physician shall not assign, sell, transfer or delegate any of the Physician' rights or duties, including by hiring or otherwise retaining additional Physician to perform services pursuant to this Agreement, without the prior written consent of Hospital.
- 7.05. Attorneys' Fees. If any legal action or other proceeding is commenced by either party, to enforce rights, duties, and/or responsibilities under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. As used in this Section 7.05, the term "prevailing party" shall have the meaning assigned by Section 1032(a)(4) of the California Code of Civil Procedure.
- **7.06.** Choice of Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
- 7.07. **Exhibits**. All Exhibits attached and referred to herein are fully incorporated by this reference.
- **7.08.** 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: Curt Schweizer, M.D.

398 Vista Road

Bishop, CA 93514

- 7.09. 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 Hospital. Physician agrees to maintain medical records according to Hospital 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.
- **7.10. 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. Any modification of this Agreement must be in writing and signed by the parties.
- **7.11.** 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.
- **7.12.** 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.
- 7.13. <u>Waiver</u>. The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.
- **7.14.** 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.
- 7.15. <u>Authority and Executive</u>. 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.
- **7.16.** <u>Mutual Construction</u>. This agreement has been prepared by all the parties thereto, and shall be so construed.

|     | NORTHERN INYO COUNTY<br>LOCAL HOSPITAL DISTRICT     |     | PHYSICIAN                      |
|-----|---|-----|--------------------------------|
| Ву: | John Ungersma, M.D. President<br>Board of Directors | By: | Curt Schweizer, M.D. Physician |

### Attachment A

### ADMINISTRATIVE SERVICES TO BE PROVIDED

### Physician shall:

- Provide general administration of the day-to-day operations of the Hospital's anesthesia service.
- Implement Hospital's policies and procedures.
- Assure Physician' coverage of Hospital, in cooperation with Hospital.
- Provide medical consultation to the NIH Medical Staff, the Hospital staff, and Hospital administration in the area of the Physician's specialty as needed.
- Coordinate and consult with Hospital and Hospital Medical Staff regarding the efficiency and
  effectiveness of Hospital, and make recommendations and analyses as needed for Hospital to
  reduce costs and improve services provided in Hospital.
- Develop, review, and provide training programs to Physician and other medical personnel providing services to Hospital.
- Participate in Hospital, and Hospital Medical Staff committees upon request.
- Participate in the development and presentation of programs related to the marketing of Hospital's services and enhancing Hospital/community relations, provided, however, that Physician shall not be required to participate in any advertising related to Hospital's services.
- Advise and assist in the development of protocols and policies for Hospital.
- Upon request by Hospital, be available at all times to respond/consult in the event of urgent or emergent situations. Cooperate in all litigation matters affecting Physician and/or Hospital.

### ATTACHMENT B

# NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title: Professional Conduct. Pro | hibition of Disruptive or |
|----------------------------------|---------------------------|
| Discriminatory Behavior          |                           |
| Scope: Hospital wide             | Department: Medical Staff |
| Source: Medical Staff            | Effective Date: 12/5/07   |

### **POLICY**

All Medical Staff members shall conduct themselves at all times while on Hospital premises in a courteous, professional, respectful, collegial, and cooperative manner. This applies to interactions and communications with or relating to Medical Staff colleagues, AHPs, nursing and technical personnel, other caregivers, other Hospital personnel, patients, patients' family members and friends, visitors, and others. Such conduct is necessary to promote high quality patient care and to maintain a safe work environment. Disruptive, discriminatory, or harassing behavior, as defined below, are prohibited and will not be tolerated.

### Definitions

- A. "Disruptive Behavior" is marked by disrespectful behavior manifested through personal interaction with practitioners, Hospital personnel, patients, family members, or others, which:
  - 1. Interferes, or tends to interfere with high quality patient care or the orderly administration of the Hospital or the Medical Staff; or
  - 2. Creates a hostile work environment; or
  - 3. Is directed at a specific person or persons, would reasonably be expected to cause substantial emotional distress, and serves no constructive purpose in advancing the goals of health care.
- B. "Discrimination" is conduct directed against any individual (e.g., against another Medical Staff member, AHP, Hospital employee, or patient) that deprives the individual of full and equal accommodations, advantages, facilities, privileges, or services, based on the individual's race, religion, color, national origin, ancestry, physical disability, mental disability, medical disability, marital status, sex, gender, or sexual orientation.

"Sexual harassment" is unwelcome verbal or physical conduct of C. a sexual nature, which may include verbal harassment (such as epithets, derogatory comments or slurs), physical harassment (such as unwelcome touching, assault, or interference with movement or work), and visual harassment (such as the display of derogatory or sexual-themed cartoons, drawings or posters). Sexual harassment includes unwelcome advances, requests for sexual favors, and any other verbal, visual, or physical conduct of a sexual nature when (1) submission to or rejection of this conduct by an individual is used as a factor in decisions affecting hiring, evaluation, retention, promotion, or other aspects of employment; or (2) this conduct substantially interferes with the individual's employment or creates an intimidating, hostile, or offensive work environment. Sexual harassment also includes conduct indicating that employment and/or employment benefits are conditioned upon acquiescence in sexual activities.

### Examples of Prohibited Conduct

Examples of prohibited, disruptive conduct may include, but are not limited to, any of the conducts described below if it is found to interfere, or tend to interfere, with patient care or the orderly administration of the Hospital or Medical Staff; or, if it creates a hostile work environment; or, if it is directed at a specific person or persons, causes substantial emotional distress, and has no legitimate purpose:

- A. Any striking, pushing, or inappropriate touching of Hospital Staff or others;
- B. Any conduct that would violate Medical Staff and/or Hospital policies relating to discrimination and/or sexual harassment;
- C. Forcefully throwing, hitting, pushing, or slamming objects in an expression of anger or frustration;
- D. Yelling, screaming, or using an unduly loud voice directed at patients, Hospital employees, other practitioners, or others;
- E. Refusing to respond to a request by any caregiver for orders, instructions, or assistance with the care of a patient, including, but not limited to, repeated failure to respond to calls or pages;
- F. Use of racial, ethnic, epithetic, or derogatory comments, or profanity, directed at Hospital employees or others;

- G. Criticism which is unreasonable and unprofessional of Hospital or Medical Staff personnel (including other practitioners), policies or equipment, or other negative comments that undermine patient trust in the Hospital or Medical Staff in the presence or hearing of patients, patients' family members, and/or visitors;
- H. Use of medical record entries to criticize Hospital or Medical Staff personnel, policies, or equipment, other practitioners, or others;
- I. Unauthorized use and/or disclosure of confidential or personal information related to any employee, patient, practitioner, or other person;
- J. Use of threatening or offensive gestures;
- K. Intentional filing of false complaints or accusations;
- L. Any form of retaliation against a person who has filed a complaint against a practitioner alleging violation of the above standard of conduct;
- M. Use of physical or verbal threats to Hospital employees, other practitioners, or others, including, without limitation, threats to get an employee fired or disciplined;
- N. Persisting to criticize, or to discuss performance or quality concerns with particular Hospital employees or others after being asked to direct such comments exclusively through other channels;
- O. Persisting in contacting a Hospital employee or other person to discuss personal or performance matters after that person or a supervisory person, the Chief Executive Officer ("CEO"), or designee, or Medical Staff leader, has requested that such contacts be discontinued [NOTE: MEDICAL STAFF MEMBERS ARE ENCOURAGED TO PROVIDE COMMENTS, SUGGESTIONS AND RECOMMENDATIONS RELATING TO HOSPITAL EMPLOYEES, SERVICES OR FACILITIES; WHERE SUCH INFORMATION IS PROVIDED THROUGH APPROPRIATE ADMINISTRATIVE OR SUPERVISORY CHANNELS];
- P. Obstructing the peer review process by intentionally refusing, without justification, to attend meetings or respond to questions about the practitioner's conduct or professional practice when the practitioner is the subject of a focused review or investigation.

### PROCEDURE

Hospital Staff Response to Disruptive or Discriminatory
Behavior or Sexual Harassment ("Walk Away Rule")

Any Hospital employee ("Caregiver") who believes that he or she is being subjected to disruptive or discriminatory behavior or sexual harassment within the meaning of this Policy by a Medical Staff member is authorized and directed to take the following actions:

- A. Promptly contact the Caregiver's immediate supervisor to report the situation and to arrange for the transition of patient care as necessary in order to permit the Caregiver to avoid conversing or interacting with the Practitioner;
- B. Discontinue all conversation or interaction with the Practitioner except to the extent necessary to transition patient care responsibility safely and promptly from the Caregiver to another qualified person as directed by the Caregiver's supervisor;
- C. Continue work or patient care activity elsewhere as directed; and
- D. Consult with supervisory personnel or with the Director of Human Resources about filing a written report of the alleged incident.

### Enforcement

### A. Allegations

- 1. All allegations of disruptive behavior, discrimination, or sexual harassment, as defined above, by a Practitioner involving a patient or involving another member of the Medical or AHP staff shall be forwarded, in writing, to Medical Staff Administration. If the Chief of Staff determines that the allegations are supported by reliable evidence, the Chief of Staff shall forward the allegation to the Medical Executive Committee ("MEC") for action consistent with the Medical Staff Bylaws. Pursuant to Section 7.1.2.5.2 of these Bylaws, the Chief of Staff shall also consult with the Administrator.
- 2. Allegations of disruptive behavior, discrimination, or sexual harassment, as defined above, by a Practitioner, directed toward hospital employees or persons other than patients and Medical Staff members, will be immediately forwarded to the Chief of Staff. The Chief of Staff, or designee, shall

promptly conduct an initial evaluation. If the Chief of Staff or designee determines that the complaint may be valid, she or he shall inform the Hospital Administrator and shall then proceed as provided herein.

- 3. If the allegations involve the Chief of Staff, the Vice Chief of Staff shall take over the responsibilities of the Chief of Staff under this section. If the allegations involve a member of the Medical Executive Committee, that member shall not participate or be present during the Medical Executive Committee's consideration of the matter.
- 4. Initial complaints of disruptive behavior, discrimination, or sexual harassment by a Practitioner shall be documented on an incident reporting form and shall be maintained in the Medical Staff Office. Where possible, reports should include:
  - a. Name(s) of individual(s) involved;
  - b. Date, time and place of incident;
  - c. A factual description and detailing of the incident;
  - d. All witnesses to the incident including any patient or patient's family member or visitor;
  - e. The immediate effects or consequences of the incident; and
  - f. Any action taken by anyone to intervene or remedy the incident.

## B. Initial Investigation and Mediation

- 1. The Chief of Staff shall promptly establish an Ad Hoc Committee to investigate the complaint. If the complaining party is a Hospital employee, the Ad Hoc Committee shall include: the Chief of Staff or designee, the Chair of the practitioner's Clinical Department or designee, the complaining employee's immediate supervisor, and the Hospital Administrator or designee. The Ad Hoc Committee shall take written statements from the complaining party, any witnesses, and the accused. The complaining party shall be informed of the process to investigate and respond to such allegations and shall be informed that retaliation for making such allegations will not be tolerated. The complaining party shall also be informed that if he or she makes a written statement, the statement may be made available to the Practitioner who is the subject of the allegations.
- 2. All witness statements and investigation documents shall be maintained in the Medical Staff Office as confidential, peer review documents.
- 3. If the complaint appears to be supported by reliable evidence, the Ad Hoc Committee shall meet with the

Practitioner who is the subject of the complaint and advise the Practitioner of his or her obligations under this policy; that a complaint has been made; and that no retaliation against any complaining person, witness or investigator will be tolerated. The Chair of the Ad Hoc Committee shall provide the Practitioner with sufficient information to understand and respond to the allegations made by the complaining party. The Practitioner shall be permitted to respond orally or in writing to the allegations. Any written statement provided by the Practitioner and all documentation of the investigation created by the Chief of Staff or designee, or by the Ad Hoc Committee, shall be maintained as confidential Medical Staff documents. The Ad Hoc Committee meeting with the Practitioner shall not constitute a hearing and the Practitioner shall not be entitled to legal counsel or other representation during the meeting. The Practitioner may, of course, seek legal counsel outside the meeting process.

- 4. The Chief of Staff or designee shall advise the Hospital Administrator of the complaint and the status of the investigation. Although legal counsel are not permitted to be present during interviews or meetings provided for in these provisions, the Chief of Staff or designee are encouraged to consult with Medical Staff legal counsel and the Practitioner, at his or her own expense, may consult legal counsel outside the investigation and meeting process.
- 5. The Chief of Staff or designee and Hospital Administrator shall take appropriate steps to assure that employees, witnesses and others are protected from discrimination, harassment, or retaliation pending the resolution of the complaint.
- 6. The Ad Hoc Committee shall attempt, if feasible and appropriate, to persuade the parties to agree to a resolution of the complaint, which would be produced in written form and signed by both parties.
- 7. If the Practitioner is determined to be at fault, the Ad Hoc Committee may enter into a voluntary conduct agreement with the Practitioner; may refer the Practitioner to the Medical Staff Assistance Committee; may refer the Practitioner for counseling or evaluation; or may coordinate other steps to reach an effective voluntary resolution of the issue.

### C. Formal Action

1. If the Ad Hoc Committee, or its Chair, concludes that the matter cannot be resolved through voluntary actions and

agreements, the Chair shall refer the matter to the MEC with a request for formal corrective action in accordance with Article 8 of the Bylaws. In the event of such referral, any member of the Medical Executive Committee who is the subject of the investigation shall not participate or be present during the Medical Executive Committee's consideration of the matter, except as is provided in subparagraph 2 or 3, below.

- 2. If immediate action must be taken in response to an imminent risk to the health or safety of any person, any person authorized under Section 7.1 to request corrective action may summarily suspend the Practitioner's Medical Staff membership and privileges in accordance with Section 7.2 of the Bylaws. In that event, the Practitioner shall be entitled to request an interview with the MEC to review the suspension within five (5) days of the suspension. The provisions of the Bylaws shall be followed for review of summary suspensions.
- 3. If the MEC initiates a corrective action investigation of the complaint, it shall, where feasible, assure that the investigation, although not constituting a hearing, shall include the following elements:
  - a. The Practitioner shall be entitled to review, but not retain, copies of statements made by complaining parties and witnesses. The Practitioner shall also be entitled to receive a summary of other adverse information considered relevant to the investigation.
  - b. The Practitioner shall be entitled to respond to the adverse statements and information and to submit oral or written information in response, subject to such conditions and limitations as the MEC may determine.
  - c. If the MEC determines that there is substantial evidence that a violation of this policy has occurred, it may do any one or more of the following:
    - 1) Issue a written or oral reprimand. If a written or oral reprimand is issued, the Practitioner shall be entitled to reply orally or in writing to the MEC. A copy of any written reprimand and any written reply shall be maintained in the Practitioner's credentials file. A written reprimand shall not be considered medical disciplinary action, shall not be reported to the Medial Board of California or the National Practitioner Data Bank, and shall not entitle the Practitioner to a hearing or appeal under Article 8 of the Bylaws.
    - 2) Recommend that the Practitioner undertake

psychoanalysis, therapy, counseling, or training.

- 3) Recommend other corrective action in accordance with Article 8 of the Bylaws.
- 4) If the MEC recommends action, which would entitle the Practitioner to request a Medical Staff hearing, special notice to the Practitioner shall be given in accordance with Section 8.6.2 of the Bylaws.
- D. Action by the District Board or Designee

If the District Board determines that the MEC's action is inadequate, or if the MEC takes no action after the investigation, the District Board, after complying with applicable law, may do or recommend any one or more of the actions listed in Section C.4) above.

E. If either the MEC or the District Board recommends corrective action, which, if adopted, would require a report to the Medical Board of California or the National Practitioner Data Bank, the Practitioner shall be notified of the proposed action and of his or her right to request a hearing in accordance with the Bylaws.

| Committee Approve                    |  |  |
|--------------------------------------|--|--|
| Medical Executive Committee 12/04/07 |  |  |
| Administration                       |  |  |
| Board of Directors 12/05/07          |  |  |

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# **BOUTIQUE REPORT 2013**

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Sharon Moore Treasurer o Boutique Chairman

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# NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title: Elective Delivery        |                         |
|---------------------------------|-------------------------|
| Scope: Perinatal Unit           | Department: Perinatal   |
| Source: Perinatal Nurse Manager | Effective Date: 10/2013 |

### **PURPOSE:**

To establish a written policy of criteria to allow for safe delivery of obstetric care when elective delivery of a pregnancy is considered by means of an elective induction or an elective cesarean delivery

### **POLICY:**

Elective delivery is generally considered when the benefits to expedite delivery outweigh the risks of continuing a pregnancy. The OB practitioner may opt for elective delivery of a pregnancy based upon any of the following: maternal and fetal conditions, gestational age, antepartum testing results, cervical and membrane status and logistical factors. This will be documented in the MD progress notes.

Elective induction and /or elective cesarean (primary or repeat) without medical indication prior to 39 weeks are strongly discouraged without evidence to confirm fetal maturity.

Means to determine maturity confirmation from historical criteria include:

- Ultrasound measurement at less than 20 weeks of gestation supports gestational age of 39 weeks or greater
- Fetal heart tones have been documented as present for 30 weeks by Doppler ultrasonography
- It has been 36 weeks since a positive serum or urine human chorionic gonadotropin pregnancy test results.

### PROCEDURE:

All inductions of labor will be reviewed by the perinatal nurse manager. Results of these audits will be given to the Obstetrical Chief of service and reviewed at the Perinatal-Pediatric Committee meeting.

### References:

American College of Obstetrics and Gynecologists (2009). Induction of Labor (Practice Bulletin No. 107). Washington, Dc Author

| Committee Approval | Date     |
|--------------------|----------|
|                    | 10 15/13 |
|                    |          |
|                    |          |

Revised Reviewed Supercedes

# NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title: Healthy Newborn Admission Protocol |                         |
|---|-------------------------|
| Scope: Perinatal Unit                     | Department: Nursery     |
| Source: Perinatal Manager                 | Effective Date: 10/2013 |

### **PURPOSE:**

Standard Protocol for admitting a healthy newborn when the pediatrician or family medicine physician is not in attendance.

### **POLICY:**

Nursing will initiate this protocol to admit a healthy newborn to the nursery.

### PROCEDURE:

- 1. Admit to newborn nursery with diagnosis of healthy newborn
- 2. Vital signs every hour times 2 then every shift or PRN
- 3. Umbilical cord care per protocol
- 4. Breastfeed on demand or at least every 4 hours
- 5. Bottle-feed with 20 KCAL/oz milk based formula if not breastfeeding
- 6. Cord blood to lab for group, Rh, and Coombs test if mother is Rh negative or group O
- 7. Blood glucose monitoring per protocol
- 8. Oximeter check per protocol

| Committee Approval                  | Date     |
|-------------------------------------|----------|
| Peri Peds Committee                 | 10(15/13 |
| Pharmacy and Therapeutics Committee |          |
| Medical Executive Committee         |          |

Responsibility for review and maintenance:

**Index Listings:** 

Developed:

10/2013

Revised:

Reviewed:

| Fever  |  |                                   | 18                                   |
|--------|--|-----------------------------------|--------------------------------------|
|        | For pediatric patients under 14 year         | ars old and based on prior antipy | yretic given                         |
|        | ☐ Tylenol 15mg/kg PO or PI                   | R Q4hrs                           |                                      |
|        |  | s (for patients 6 months old or g | reater)                              |
|        | For adult patients                           |                                   |                                      |
|        | ☐ Tylenol 650mg PO or PR                     | Q6hrs                             |                                      |
| Gastro | ointestinal Bleeding                         |                                   |                                      |
|        | ☐ Saline Lock IV                             |                                   |                                      |
|        | ☐ Cardiac Monitor                            |                                   |                                      |
|        | ☐ Labs – CBC, CMP, PT/PTT, T                 | Type & Screen                     |                                      |
| Seizur | e  |                                   |                                      |
|        | ☐ Oxygen saturation and Cardiac              | e Monitor                         |                                      |
|        | ☐ Saline Lock IV                             |                                   |                                      |
|        | □ Accucheck                                  |                                   |                                      |
|        | $\Box$ Dextrose for BS <60 - D50 25          | Sgm IVP for adults and D25 1mg    | g/kg for peds                        |
|        | ☐ For active seizures notify phys            | sician immediately then Ativan 2  | 2mg IVP for adults and 0.05mg/kg IVF |
|        | for peds, may repeat x1 prn                  |                                   |                                      |
| Shortn | ness of Breath                               |                                   |                                      |
|        | ☐ Oxygen saturation and Cardiac              | e Monitor                         |                                      |
|        | ☐ Saline Lock IV                             |                                   |                                      |
|        | ☐ Titrate oxygen to keep sats >9             | 0%                                |                                      |
|        | ☐ Labs – draw and hold                       |                                   |                                      |
|        | □ 2 view CXR                                 |                                   |                                      |
| 6      | <ul> <li>I view portable if patie</li> </ul> | nt unstable                       |                                      |
|        | ☐ Albuterol 2.5mg/3cc NS nebul               | lized, may repeat x1              |                                      |
|        | ☐ ECG for patients >40yo                     |                                   |                                      |
| Shock  | /Sepsis                                      |                                   |                                      |
|        | ☐ Oxygen saturation and Cardiac              | e Monitor                         |                                      |
|        | □ Large-bore IV                              |                                   |                                      |
|        | ☐ Titrate oxygen to keep sats >9             | 0%                                |                                      |
|        | ☐ Fluid bolus NS in 500ml incre              |                                   |                                      |
|        | <ul> <li>Pediatric patients – NS</li> </ul>  | 20mg/kg for AMS or SBP<70         |                                      |
|        | $\Box$ Labs – CBC, CMP, Trop, MB             | , Lactate, Blood Cx x2, UA        |                                      |
|        | ☐ 1 view portable CXR                        |                                   |                                      |
|        |  |                                   |                                      |
|        |  |                                   |                                      |
| Emerg  | ency Physician                               | Date                              | Time                                 |

| Neurolog  | ic Symptoms (possible Stroke)                    |                        |   |        |
|-----------|--|------------------------|---|--------|
| _         | Oxygen saturation and Cardiac                    | Monitor                |   |        |
|           | Saline Lock IV                                   |                        |   |        |
|           | Accucheck  |                        |   |        |
|           | CT Head w/o contrast                             |                        |   |        |
|           | CBC, CMP, PT/PTT                                 |                        |   |        |
|           | ECG  |                        |   |        |
| Syncope   |  |                        |   |        |
|           | Oxygen saturation and Cardiac                    | Monitor                |   |        |
|           | Saline Lock IV                                   |                        |   |        |
|           | Orthostatic vital signs                          |                        |   |        |
|           | _  | en check BP & HR,      | stand for 2-5 minutes then check BP & HR  |        |
|           | <ul> <li>Considered positive with</li> </ul>     | h decrease SBP by 2    | 20mmHG, decrease DBP by 10, increase HR   | ₹ by   |
|           | 30bpm or symptoms of                             | cerebral hypoperfusi   | sion                                      |        |
|           | ECG  |                        |   |        |
|           | Accucheck  |                        |   |        |
| Vomiting  |  |                        |   |        |
|           | Saline Lock IV                                   |                        |   |        |
|           | Labs – draw and hold                             |                        |   |        |
|           | For adults without a history of                  | CHF or Chronic Ren     | nal Failure, 1L NS Bolus                  |        |
|           | Zofran 8mg PO or 4mg IV for                      | >16kg and 2mg PO f     | for <16kg                                 |        |
| Trauma (  | Order Sets                                       |                        |   |        |
| Eye Prob  | loms   |                        |   |        |
|           | sual acuity with corrective eyew                 | ear                    |   |        |
|           | oparacaine and fluorescein strips                |                        |   |        |
|           | <ul> <li>May instill 1-2 gtts Propara</li> </ul> |                        | ected eve                                 |        |
| □ · Fo    |  |                        | through Morgan lens. Start immediately in | triage |
|           | fore checking visual acuity                      |                        |   | Ü      |
| Laceratio | o <b>n</b>                                       |                        |   |        |
|           | r adults with tetanus immunization               |                        |   |        |
| $\Box$ Fo | r pediatric patients, apply LET to               | opical anesthetic to v | wound for 20-30min                        |        |
| □ Irr     | igate wound as tolerated                         |                        |   |        |
|           |  |                        |   |        |
|           |  |                        |   |        |
| Emergenc  | y Physician                                      | Date                   | Time                                      |        |

| 0.41  |  | DE TIGUEST CHECKISTS  |  |
|---|--|---|--|
|   | ysician should be notified in  | nmediately for open fractures, di                                     | islocations or injuries with vascular      |
| compromis                                   |  |   |  |
| -   | vate and stabilize r serum HCG as needed   |   |  |
|   |  | ere pain or obvious deformities                                       |  |
|   |  | _   | instability, crepitus, bony tenderness,    |
|   | osis, or swelling  | icuro vascurar status, ucromitty, i                                   | instability, elepitus, bolly telideriless, |
| •   | ,  | pelow as well for associated injur                                    | ries                                       |
| •   | ppropriate Xrays – special c   |   |  |
|   | Ankle, Foot, Toes, Heel  |   |  |
|   | ☐ Xray entire foot for t   | toe injuries  |  |
|   | ☐ Add calcaneal views  | s for heel tenderness or fall from                                    | height                                     |
|   | ☐ Add knee xrays for t   | tenderness over proximal fibula                                       |  |
|   | Elbow, Forearm, Wrist, Fing  | gers  |  |
|   | ☐ Xray wrist for distal  |   |  |
|   |  | for snuffbox tenderness   |  |
|   | • •  | 6yo with arm pain or loss of fund                                     | ction and no obvious deformity             |
|   | Shoulder, Clavicle   | 11 + 1 C COD 1  |  |
|   | * * *  | mediately for SOB or low sats   |  |
|   | Chest (Ribs)   |   |  |
| □ Order 1vw                                 | upright CXR  |   |  |
| to medication IV narcotice For adu  For ped | on. s require initial review by the lts Mild to moderate pain – Moderate pain – Percocet-5 Severe pain – Fentanyl 50udiatrics >2 years old Mild to moderate pain – Moderate pain – Lortab (hyderate pain – Lortab (hyderate pain – Lortab) | ne ED physician otrin 600mg PO 1 tab PO cg IVP q5min prn, max 200 ucg | r 0.1mg/kg hydrocodone PO                  |
| Emergency Phy                               | vsician  | Date  | Time                                       |

# NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title: Breast Screening Exams - Self Referral |  |  |
|---|--|--|
| Scope: Department: Radiology                  |  |  |
| Source: Radiology Director Effective Date:    |  |  |

PURPOSE: The purpose of this policy is to serve the patients in this community that need a mammogram/screening whole breast ultrasound but do not have a referring physician or do not have an order from their primary care physician.

### Definitions:

Self-referrals – patients requesting a screening mammogram/screening whole breast ultrasound who do not have a referring physician

Self-requests – patients referring themselves for a screening mammogram/screening whole breast ultrasound who do have a primary care physician

Screening Mammogram- mammogram on a patient who is asymptomatic and has not had previous breast cancer.

Screening Whole Breast Ultrasound – Automated Breast Ultrasound (ABUS) on a patient who is asymptomatic and has not had previous breast cancer.

### POLICY:

- 1. Self-referrals will be scheduled for screening mammography/screening whole breast ultrasound.
  - a. Self-referrals may have a screening mammogram/screening whole breast ultrasound once a year.
  - b. If the patient has any complaints or diagnoses other than screening, they need to see a healthcare provider.
- 2. Self-requests will be scheduled for screening mammography/screening whole breast ultrasound.
  - Self-requests may have a screening mammogram/screening whole breast ultrasound once a year.
  - b. If the patient has any complaints or diagnoses other than screening, they need to see their healthcare provider.
- 3. Self-referrals shall receive the mammography/screening whole breast ultrasound report, in addition to the summary of report written in lay terms.
- 4. Self-requests shall have the mammography/screening whole breast ultrasound report sent to their primary care physician. A summary of the written report in lay terms shall be sent to the patient.
  - a. In the event that the healthcare provider declines to accept the mammography/screening whole breast ultrasound report then we will treat the patient as a self-referred.
- 5. Self-referrals with abnormal results will be referred to the physician or group of physicians that has agreed to provide medical care to these patients. A list of physicians who have agreed to accept these patients is on file and may be provided upon request.
- 6. Follow-up contact will be made to self-referrals with abnormal results (BIRADS 0, 3, 4, 5) to determine that they have consulted a healthcare provider for follow-up care.
- 7. In the event that a self-referred or a self-requested patient is having a screening mammogram/screening whole breast ultrasound when the interpreting radiologist is onsite and determines a need for additional workup, the imaging department will contact either the healthcare provider who has agreed to accept the patient or primary healthcare provider provided by the patient to obtain an order for additional diagnostic workup.

### NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title: Breast Screening Exams - Self Referral |                       |  |
|---|-----------------------|--|
| Scope:  | Department: Radiology |  |
| Source: Radiology Director                    | Effective Date:       |  |

| Committee Approval           | Date     |
|------------------------------|----------|
| Radiology Services Committee | 11/19/13 |
| Medical Executive Committee  |          |
| Administration               |          |
| Board of Directors           |          |

Responsibility for review and maintenance: Index Listings:

Initiated:

Revised/Reviewed:

Supercedes:

## **Medical Order Sets**

| A bdomin   | ıal/Flank Pain                         |                         |                                      |                   |
|------------|--|-------------------------|--------------------------------------|-------------------|
|            | Saline Lock IV                         |                         |                                      |                   |
|            |  |                         |                                      |                   |
|            | NPO                                    |                         |                                      |                   |
|            | Labs – CBC, CMP                        |                         |                                      |                   |
|            | UA – dip and hold                      |                         | HICC                                 |                   |
|            | For females of child-bearing           |                         |                                      |                   |
|            | For upper abdominal pain,              | •                       | amylase                              |                   |
|            | For upper abdominal pain               | and >40yo, add EKG      |                                      |                   |
| Allergic 1 | Reaction                               |                         |                                      |                   |
| _          | otify physician immediately            | for any respiratory dis | tress.                               |                   |
|            | Oxygen saturation and Car              |                         |                                      |                   |
|            | IV NS or saline lock                   |                         |                                      |                   |
|            | Epinephrine (1:1000) 0.3m              | ng IM for adults and 0. | .01mg/kg IM for peds                 |                   |
| Fo         | or any patient with wheezing           | , difficulty breathing, | difficulty swallowing, swollen tong  | gue or history of |
| pr         | ior severe allergic reaction.          |                         |                                      |                   |
|            | Benadryl 50mg IVP for ad               | ults and 1mg/kg IVP f   | for peds                             |                   |
|            | Albuterol 2.5mg/3cc NS n               | ebulized, may repeat x  | :1                                   |                   |
| Altowed T  | Level of Consciousness                 |                         |                                      |                   |
|            | otify physician immediately            | for any unstable vital  | sions or respiratory distress        |                   |
|            | Oxygen saturation and Car              |                         | signs of respiratory distress.       |                   |
|            | Accucheck                              | diae Monitor            |                                      |                   |
|            | Saline lock IV with bloods             | to hold                 |                                      |                   |
|            | Dextrose for BS <60 – D5               |                         | and D25 1mg/kg for neds              |                   |
|            | Dexirose for DS \ou - DS               | o 25gm i vi ioi addits  | and D23 Img/kg for peds              |                   |
| Chest Pa   | in – Adult                             |                         |                                      |                   |
|            | Oxygen saturation - O <sub>2</sub> via | Nasal Cannula for sa    | ts < 95%                             |                   |
|            | Cardiac Monitor                        |                         |                                      |                   |
|            | Saline lock IV, Antecubita             | l 18g if possible       |                                      |                   |
|            | ECG                                    |                         |                                      |                   |
|            | Labs – CBC, CMP, Trop, I               | MB                      |                                      |                   |
|            | $\Box$ Add PT/PTT if on                | Coumadin                |                                      |                   |
|            | 1 view portable CXR                    |                         |                                      |                   |
|            | Aspirin 162 mg PO chew t               | ab                      |                                      |                   |
|            | NTG SL 0.4mg q5min prn                 | , may repeat x 2        |                                      |                   |
| C          | ontraindicated for patients w          | ho have recently taker  | n phosphodiesterase inhibitors (i.e. | Viagra)           |
| H          | old for SBP < 100, HR < 50 o           | or >100, evidence of R  | V infarct on ECG                     |                   |
| Dysuria    |  |                         |                                      |                   |
|            | UA w/culture if indicated              |                         |                                      |                   |
| ب          | ☐ For females of child-be              | earing age, add urine o | ual HCG                              |                   |
|            | i of foliates of ening-of              | outing ago, and aime of |                                      |                   |
|            |  |                         |                                      |                   |
| Emergeno   | ev Physician                           | Date                    | Time                                 |                   |

### NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title: MPIRX: Myocardial Perfusion Imaging with chemical stress |  |
|---|--|
| Scope:  | Department: EKG, Outpatient, Pharmacy, Radiology |
| Source: SNM, ASNC, ACC, Astellas                                | Effective Date:                                  |

PURPOSE: To provide personnel with guidelines for the performance of chemical stress testing for the purposes of stress myocardial perfusion imaging.

### **DEFINITIONS:**

MPI – Myocardial perfusion imaging

ALARA - As Low As Reasonably Achievable - federally mandated hospital radiation safety and protection program.

### **POLICY:**

- MPI orders will be received by the Central Registration Dept for authorization. Central Registration will forward the order to EKG and Nuclear Medicing (via scan to email) following authorization.
- 2. The EKG department will contact the patient and schedule the stress test. EKG will notify Nuclear Medicine, Pharmacy and OP Nursing appropriately.
- 3. Nuclear Medicine will select the proper imaging protocol for the exam, based on patient's clinical history and prior exams. If the proper imaging protocol mecessitates a scheduling time change, Nuclear Medicine will notify EKG.

  4. The supervising physician, an EKG technician, and a Nuclear Medicine technologist will
- be present for the duration of the stress test.
- 5. Under direct physician supervision, an JUN will administer regadenoson.
- 6. Following administration of regardenceson, the Nuclear Medicine technologist will administer 99mTc Sestamibi.
- 7. Upon completion of the stress test, the Nuclear Medicine Technologist will coordinate the appropriate post-stress imaging procedures.
- 8. All personnel involved with patient care during procedures involving radioactive materials shall wear an occupational exposure monitoring badge ("film badge").

PRECAUTIONS FOR PERSONNEL: Procedures utilizing radioactive materials should be performed by non-pregnant personnel, if possible, All personnel involved in the procedure should keep radiation exposure APARA by decreasing time in close proximity to the patient and increasing distance between the patient and themselves.

### **INDICATIONS:**

Regadenoson (injection) is a pharmacologic stress agent indicated for radionuclide myocardial perfusion imaging in patients unable to undergo adequate exercise stress, more specifically in the presence of the following conditions: Inability to perform adequate exercise due to non-cardiac physical limitations (pulmonary, peripheral vascular, musculoskeletal, or mental conditions) or due to lack of motivation.

# NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title: MPIRX: Myocardial Perfusion Imaging with chemical stress |                 |
|---|-----------------|
| Scope: Department: EKG, Outpatient, Pharmacy, Radiolo           |                 |
| Source: SNM, ASNC, ACC, Astellas                                | Effective Date: |

### **CONTRAINDICATIONS:**

- 1. Patients with second or third degree AV block or sinus node dysfunction unless these patients have a functioning artificial pacemaker.
- 2. Patients with acute bronchospasm.
- 3. Systolic blood pressure <90 mm Hg.
- 4. Use of dipyridamole, dipyridamole-containing medications in last 48 hours
- 5. Use of aminophylline in last 24 hours.
- 6. Ingestion of caffeinated foods (e.g., chocolate) or beverages (e.g., caffee, ita, and sodas) within the last 12 hours.
- 7. All the contraindications for a standard exercise stress test:
  - 1. Acute myocardial infarction
  - 2. Unstable angina
  - 3. Life-threatening arrhythmia
  - 4. Acute cardiac inflammation
  - 5. Critical aortic stenosis
  - 6. Congestive heart failure
  - 7. Pulmonary emboli
  - 8. Significant uncontrolled hypertension
  - 9. Serious non-cardiac diseases
  - 10. Unwilling patient or patient unable to give informed consent
  - 11. Allergy to medications used in testing

### EQUIPMENT AND SUPPLIES

- 1. IV start supplies including Lucr Lock with 2 claves (Y-connector saline lock) (preferred)
- 2. Bed
- 3. Oximeter, sphygmomanometer
- 4. ECG Exercise Testing System (12-lead), ECG electrodes
- 5. Medication for anyerse reaction
  - a. Aminophylline may be administered in doses ranging from 50 to 250 mg by slow intravenous injection (50–60 mg over 30-60 seconds) to attenuate severe and/or persistent adverse reactions to regardenoson.
  - b. Nitroglycer tablet, sublingual, 0.4 mg (1/150 grain),
  - c. Albuterol Thhaler (MDI)
- 6. Oxygen and cannula or mask
- 7. Crash cart and suction
- 8. Dual-Head Gamma Camera with integrated gating device

### MEDICATIONS USED IN THIS TEST:

- 1. Regadenoson (Lexiscan), 5 mL containing 0.4 mg (standard dose)
  - a. Special populations
    - i. Nursing mothers need clearance from their attending physician to undergo the test using Regadenoson. Nursing mothers will need to consult with the Nuclear

# NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title: MPIRX: Myocardial Perfusion Imaging with chemical stress |  |
|---|--|
| Scope: Department: EKG, Outpatient, Pharmacy, Radiolo           |  |
| Source: SNM, ASNC, ACC, Astellas Effective Date:                |  |

Medicine technologist, prior to being scheduled, for information regarding breastfeeding following the administration of radioactive material administration.

- ii. No dose adjustment is needed in patients with renal impairment
- iii. No dose adjustment is needed in patients with hepatic impairment
- iv. No dose adjustment is needed in geriatric patients
- 2. Technetium (Tc99m) Sestamibi (Tc99m Cardiolite TM)
- 3. Normal saline for IV line flush

### **PATIENT INFORMATION AND INSTRUCTIONS:**

- 1. Patients should avoid consumption of any products containing nethylxanthness, including caffeinated and decaffeinated coffee, tea or other beverages, foods (e.g. chocolate), caffeine-containing drug products, and theophylline for at least 12 hours prior to stress test. Patients will be advised to hold caffeine for 24 hours. Patients that have consumed to the exam will be rescheduled. Patients who have consumed caffeine 12-24 hours prior to the exam will be reviewed by the supervising physician (and/or pharmageist) to determine suitability for chemical stress.
- 2. Dipyridamole should be withheld for 48 houseprior to regadenoson administration. Patients will be asked to contact their physician for instructions if the are on dipyridamole.
- 3. Patients on the ophylline or dipyrida note will be informed to consult with their ordering physician for medication instructions.
- 4. It is recommended that out-patients and scheduled patients be NPO for 4 hours prior to imaging. If the patient has not been NPO for 4 hours, ways should not be automatically cancelled; consult Nuclear Medicine technologist or per case basis if the patient has not been NPO for 4 hours.
- 5. Insulin dependent diabetic patients will be asked to hold pre-meal insulin for 4 hours during the fasting period prior to the Nuclear Medicine procedure. Insulin dependent diabetics who, for low blood sugar reasons have not been NPO for 4 hours will be assessed and processed by the Nuclear Medicine Technologist on a case by case basis.
- 6. Preferably the patient should wear comfortable 2-piece clothing (pants/shirt). The patient should wear comfortable walking shoes.
- 7. The scheduler will give out-patients the pre-test instructions and obtain allergy history.
- 8. An RN will call the patient at least one day prior to the scheduled test to verify allergies, and routine medications and dosages with the patient and reinforce instructions. The RN shall enter allergy and medication information into the "Patient Profile" section of Paragon.

### PRETEST PROCEDURE:

- 1. The EKG technician will send the patient's name and encounter number to the pharmacy.
- 2. The EKG technician will obtain informed procedure consent.
- 3. The EKG technician will prep the patient for a stress test in the standard manner.
- 4. An RN or Nuclear Medicine Technologist will start a peripheral IV using a 22-gauge or larger catheter.

### NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title: MPIRX: Myocardial Perfusion Imaging with chemical stress |  |  |
|---|--|--|
| Scope:  | Department: EKG, Outpatient, Pharmacy, Radiology |  |
| Source: SNM, ASNC, ACC, Astellas                                | Effective Date:                                  |  |

- 5. The patient shall remain supine or semi-upright for the test.
- 6. Once the patient is prepared, the supervising physician will be notified. The supervising physician shall be present during the stress test including the recovery phase.
- 7. The pharmacy will deliver the pre-packaged regadenoson and a rescue kit with all the rescue/reversal medications and rescue policy to the EKG department.
- 8. The administering RN will verify the dose of 5 mL (0.4 mg regadenoson) and expiration date.

### **TESTING PROCEDURE:**

- 1. ECG monitoring should be continuous during the stress test.
- 2. A 12-lead electrocardiogram will be recorded every minute during the test
- Blood pressure should be monitored every minute during the test and 3 minutes into recovery.
   Regadenoson (5 mL containing 0.4 mg of regadenoson) should be given as 1 to 15 second injection into the established peripheral IV.
- 5. Administer a 5-mL saline flush immediately after the injection of regardenoson.
- 6. Wait 10-20 seconds.
- 7. Administer the 99mTc Sestamibi followed by a 25 ml saline flush. The radionuclide may be injected directly into the same catheter port as regardenoson.
- 8. Indications for reversal of regadenoson in the control of the control
  - 3) Wheezing.
  - 4) Severe chest pain associated with ST depression of 2 mm or greater.5) Signs of poor perfusion pallor, examples, and cold skin).

  - 6) Technical problems with the monitoring equipment.
  - 7) Patient's request to stop.
- The patient should rest until symptoms are resolved.
   Monitoring will be terromated at 5 minutes or by the supervising physician, whichever is longer. This completes the stress rest/recovery portion of the MPIRX procedure.
- 11. The supervising physician sistress report shall be provided to the Nuclear Medicine department by the EKG department upon completion of the report.
- 12. The patient will be escorted to the cafeteria for a light meal.
- 13. The Nuclear Medicine technologist will image the patient as appropriate.
- 14. The Nuclear Medicine technologist will discontinue the IV.
- 15. The Nuclear Medicine technologist, in conjunction with the radiologist, will determine the status of a resting MPI and schedule as needed.

### TREATMENT OF SIDE EFFECTS:

- The most common reactions to administration of regadenoson during MPI are shortness of breath, headache, and flushing.
- 2. Less common reactions are chest discomfort, angina pectoris or ST-segment depression, dizziness, chest pain, nausea, abdominal discomfort, dysgeusia, and feeling hot.

# NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title: MPIRX: Myocardial Perfusion Imaging with chemical stress |                 |
|---|-----------------|
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| Source: SNM, ASNC, ACC, Astellas                                | Effective Date: |

- 3. Most adverse reactions begin soon after dosing and generally resolve within approximately 15 minutes, except for headache which resolves in most patients within 30 minutes.
- 4. Aminophylline may be administered in doses ranging from 50 to 250 mg by slow IV injection (50 to 100 mg over 30-60 seconds) to attenuate severe and/or persistent adverse reactions to regadenoson.

### ADVERSE REACTIONS TO REGADENOSON: (PARTIAL LIST/ MOST COMMON)

- 1. Dyspnea 28%
- 2. Headache 26%
- 3. Flushing 16%
- 4. Chest discomfort 13%
- 5. Angina Pectoris or ST segment depression 12%
- 6. Dizziness 8%
- 7. Chest pain 7%
- 8. Nausea 6%
- 9. Abdominal discomfort 5%
- 10. Dysgeusia 5%

## CARDIAC REACTIONS TO REGADENOSON: (PARTIAL LIST/ MOST COMMON)

Arrhythmia 26%

- 1. PACs 7%
- 2. PVCs 14%
- 3. 1st Degree AV block 3
- 2<sup>nd</sup> Degree AV block 0.1%.
   The attending physician will usess and treat the patient as needed.

### DOCUMENTATION

A "Stress Test History Questronnaire" is completed by the EKG technician. The IV and drug administration shall be riocumented on the "MPI Stress – Drug Administration Record" and shall be completed by the RN and Nuclear Medicine technologist.

### NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title: MPIRX: Myocardial Perfusion Imaging with chemical stress |                 |
|---|-----------------|
| Scope: Department: EKG, Outpatient, Pharmacy, Rad               |                 |
| Source: SNM, ASNC, ACC, Astellas                                | Effective Date: |

References (attached):

Exercise Standards for Testing and Training, American Heart Association HA,

http://circ.ahajournals.org, pp 873-882

Lexiscan Product Monograph, Astellas

Lexiscan Package insert

Stress protocols and tracers, American Society, Nuclear Cardiology Imaging Guidelines for Nuclear Cardiology Procedures

Procedure Guideline for Myocardial Persusio Imaging 3.3. Society of Nuclear Medicine, 2008 Patient-centered Imaging, American Society of Nuclear Cardiology, 2012

### Committee Approval

Pharmacy and Therapeutics

Policy and Procedure

10/3,/13 Medical Prvices Committee

11/19/13 Radiology Committee

Medical Executive Computtee

Administration

Revised

Reviewed

Supercedes

### Maggie Egan

From:

Patty Dickson

Sent:

Monday, November 04, 2013 9:24 AM

To: Subject: Maggie Egan RE: MPIRX

### Summary of changes to the MPIRX policy:

1. Changed #2 in Contraindications from bronchospasm to ACUTE BRONCHOSPASM.

- 2. Adjusted *Medications section 1.a.i.* to include that Nursing mothers will need clearance from their attending physician to undergo Regadenoson testing and consult with Nuclear Medicine regarding receiving radioactive materials prior to scheduling.
- 3. Clarifled *Patient Information and instructions section 1* to advise caffeine hold for 24 hours, reschedule exams on patients who have consumed caffeine in less than 12 hours and verify with supervising physician -if caffeine has been consumed in 12-24 hours prior to the test.
- 4. Changed Testing procedure # 4 to state 10-15 second injection (of 5ml Regadenoson).

From: Maggie Egan

Sent: Saturday, November 02, 2013 5:30 PM

To: Patty Dickson Subject: RE: MPIRX

I will send it by email attachment to the Rad Serv Comm – can you give me a breakdown of the changes that were made since that Comm met & recommended its approval? Also, if it doesn't happen by this MEC mtg, there is another before the next Board mtg in Dec (remember, no Board mtg in Nov). Thx, maggie



| Title: Infant Oxygen Protocol        |                 |
|--------------------------------------|-----------------|
| Scope: Hospital-Wide                 | Department:     |
| Source: Director of Respiratory Care | Effective Date: |

#### **PURPOSE:**

To provide protocol driven respiratory therapy for the administration of oxygen at concentrations greater than that in ambient air, with the intent of treating or preventing the symptoms and manifestations of hypoxia.

#### **POLICY:**

- 1. The Infant Oxygen Protocol will be initiated on patients, 0-1 year of age by a CPOE or written order from the physician for any type of oxygen therapy. The Infant Oxygen Protocol may be ordered as Infant Oxygen Protocol
- 2. In addition, the Oxygen Protocol may be ordered in forms other than specified by this protocol by entering an order that specifies:
  - a. The type of oxygen delivery device.
  - b. Liter flow or FIO<sub>2</sub>.
- 3. Registered Nurses may also set up oxygen. If oxygen is started by an RN, the RN must follow this protocol, obtain an order and inform Respiratory Care that the patient is on oxygen.
- 4. Respiratory Therapists and Registered Nurses will assess the patients as follows:
  - a. Upon receipt of the physician order, place patient on a continuous pulse oximeter and evaluate the patient, which will include a room air SpO<sub>2</sub>, RR, HR, breath sounds and any signs of, grunting, nasal flaring, or retractions.
- 5. If it is determined that the infant needs oxygen, the infant will be place on one of the below interfaces with an oxygen blender:
  - a. Vapotherm Hi-flow nasal cannula, an FDA approved device designed to comfortably deliver flow of 1-6 LPM of heated, humidified oxygen through a nasal cannula interface.
  - b. Traditional nasal cannula with a bubble humidifier attached, flow rates ½ to 2 LPM (this system does not deliver heated humidified oxygen).
  - c. Oxygen hood, humidified with an immersion heater.
- 6. Titrate the FIO<sub>2</sub> to keep the  $SpO_2 \ge 88$  and < 93%, or within the physician specified limits. The RCP will contact the MD to initiate a CBG if condition indicates.
- 7. When the patient is on the Vapotherm, start by weaning the FIO<sub>2</sub> first, and then wean flow.
- 8. After birth, infants may initially need to have blow-by oxygen via flow-inflating bag with mask, blow-by oxygen via extension tubing with cupped hand or simple mask.
- 9. If the patient has been on room air for 48 hours, SpO<sub>2</sub> checks will be discontinued.

| Title: Infant Oxygen Protocol        |                 |
|--------------------------------------|-----------------|
| Scope: Hospital-Wide                 | Department:     |
| Source: Director of Respiratory Care | Effective Date: |

10. All documentation will be done in the Clinical CareStation under Respiratory Assess, Resp. Birth and Group Notes or Progress Notes.

#### **GUIDELINES AND WARNINGS**

- 1. The responsible physician and R.N. will be contacted:
  - a. If the RCP is unable to determine appropriate care upon evaluation
  - b. If the patient demonstrates an increase in oxygen requirement (increases of  $\geq 3$  L/min. or increases in oxygen of 10% after the Vapotherm high flow system has been set-up.
  - c. If the FIO<sub>2</sub> requirements are greater than 50%.
  - d. Notify the physician if the  $SpO_2$  is < 88% or if the patient is demonstrating an increase in O2 requirement.

#### REFERENCES:

1. AARC Clinical Practice Guideline "Selection of an Oxygen Delivery Device for Neonatal and Pediatric Patients".

| Committee Approval                  | Date |
|-------------------------------------|------|
| Respiratory Care                    |      |
| Pharmacy and Therapeutics Committee |      |
| Medical Executive Committee         |      |
| Board of Directors                  |      |

Perinatel-Pediatrics Comm

10/15/13

# NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title:  | Liberation From Mechanical Ventilation-Weaning Protocol |                                   |
|---------|---|-----------------------------------|
| Scope:  | Respiratory Therapists, ICU RN                          | Department: Respiratory Care, ICU |
| Source: | Director of Respiratory Care                            | Effective Date: January, 2009     |

To guide Respiratory Therapist and Nurses in successfully liberating patients receiving mechanical ventilator support. Upon the physician ordering "<u>Weaning Protocol" or "Weaning</u>" the RCP will follow the procedure described below to facilitate a safe and timely removal of the endotracheal tube at the earliest appropriate time.

As the conditions that warranted placing the patient on the ventilator stabilize and begin to resolve, attention should be placed on removing the ventilator as quickly as possible. Unnecessary delays in this discontinuation process increase the complication rate from mechanical ventilation (e.g., pneumonia, airway trauma) as well as the cost.

In general, patients being considered for removal from ventilatory support fall into two categories: (1) those for whom removal is quick and routine, i.e., OD, status asthmaticus, pulmonary edema, recovering from postoperative anesthesia, etc. (2) those who need a more systematic approach for discontinuing ventilatory support, i.e., COPD, prolonged mechanical ventilation (> 1-2 weeks) etc.

The primary phase in any ventilator weaning is a Daily Screening for readiness to wean.

This should start in the early morning with the Respiratory Therapist and ICU RN discussing the plan of action. If the physician has written an order for "Weaning Protocol" or "Weaning in AM", then the patient should be given a "Sedation Vacation" early enough so the patient can be assessed for Daily Screening at 7 AM. Gastric feeding should be held to allow time for stomach emptying in case a successful spontaneous breathing trial leads to extubation.

#### PROCEDURE:

#### I. DAILY SCREENING PATIENT ASSESSMENT:

- 1. Some reversal of the underlying cause of the respiratory failure
- 2. Minute ventilation < 15L/min
- 3.  $PEEP \le 5-8 \text{ cm H2O}$
- 4. Pa02/Fi02 > 150-200 or Fio2 < 40
- 5. Adequate cough during suctioning
- 6. No continuous infusion of vasopressor agents or sedatives, (dopamine can be given in doses not exceeding 5 ug/kg body weight/min, and intermittent bolus dosing of sedatives is allowed).
- 7. Spontaneous respiratory effort
- 8. Hemodynamic stability
- 9. Afebrile
- 10. Patient can follow commands, lifting head up, etc.

# NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title: Liberation From Mechanical Ventilation-Weaning Protocol |                                |                                   |
|--|--------------------------------|-----------------------------------|
| Scope:   | Respiratory Therapists, ICU RN | Department: Respiratory Care, ICU |
| Source:  | Director of Respiratory Care   | Effective Date: January, 2009     |

#### A. Exclusions:

- 11. Dopamine > 8 mcg/kg/min
- 12. Excessive level of sedation

If the patient meets the above Daily Screening then the following Weaning Parameters will be done:

#### II. MEASURABLE CRITERIA

## A. RCPs should perform weaning parameters daily in the AM and PRN.

Change mode to Spontaneous with a Pressure Support of 5cm/H2o. Observe patients VT for 5-10 minutes. Have patient perform VC maneuver. Do three MIP. Record all information on flow sheet.

- 2. Vital Capacity.....> 10 ml/kg of body weight
- 3. Maximal inspiratory pressure...... -20 to-30 cm H2O or better
- 4. RR.....<30-35 breaths/min
- 5. Spo2 > 90 may increase Fio2 by 5%

It patient passes, then proceed to next step, Spontaneous Breathing Trials

If patient does not pass, go to Section III.

## **Spontaneous Breathing Trials**

Place ventilator in Spontaneous Mode with Pressure Support 0-7 cm/H20, observe patients respiratory status for 30 minutes to 120 minutes. Following this SBT, if the patient meets or exceeds the criteria below;

- 1. Tidal Volume (VT).....> 5
- 2. Vital Capacity.....> 10 ml/kg of body weight
- 3. Maximal Inspiratory Pressure..... 25 cm H20
- 6. Rapid shallow breathing index (f/vt).....< 105 after 30 minutes
- 7. Minute Ventilation.....<15 L/min
- 8. Fio2 ..... <= 40 50 %

Patient should then be considered for extubation. Consider ABG's.

The decision to use these criteria must be individualized. Some patients not satisfying all of the above criteria may be ready for attempts at discontinuation of mechanical ventilation.

## NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title: Liberation From Mechanical Ventilation-Weaning Protocol |                                |                                   |
|--|--------------------------------|-----------------------------------|
| Scope:   | Respiratory Therapists, ICU RN | Department: Respiratory Care, ICU |
| Source:  | Director of Respiratory Care   | Effective Date: January, 2009     |

- B. Signs of Poor Clinical Tolerance. Patients exhibiting a number of the following signs are not tolerating the weaning process and should be returned to the previous level of support.
  - 1. Breathing frequency above 35 bpm for 5 minutes or longer.
  - 2. Spo2 < 90 for more than 30 seconds
  - 3. Heart rate > 140 beats/min. Sustained changes in the heart rate of 20% in either directions
  - 4. Systolic BP > 180 or < 90 mmHg..
  - 5. RSBI > 105
  - 6. Increased anxiety.
  - 7. Agitation.
  - 8. Decreased mental status.
  - 9. Diaphoresis.
  - 10. The onset of arrhythmias.

#### Section III:

Patients, who do not meet the aforementioned SBT criteria, should have the cause for the failed SBT determined. Once reversible causes for failure are corrected, and if the patient still meets the above criteria, subsequent SBTs should be preformed every 24 hours. It may be necessary to start with Pressure Support of 10 –15cm/H20 or a targeted VT 100cc less than what the patient was on, then slowly, decreasing Pressure Support, with a target of 5cm/H20. SBT should last no longer than 2 hours, following that time, place patient back on starting settings and rest for 2 hours. Then repeat SBT. SBT may continue until 20:00, after that time the patient should be placed back on previous setting until 07:00, and SBT begin again.

Reported re-intubation rates range from 4% to 23% for different intensive care units populations. Although the optimal rate of re-intubation is not known, it would seem likely to rest between 5% and 15%.

## Proportional Assist Ventilation (PAV):

PAV may be a useful ventilation adjunct in patients who have substantial asynchrony, increased WOB and who have failed multiple SBT. See Policy and Procedure "PAV on Puritan Bennett 840 Ventilator" on setting this mode.

## NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title:  | Title: Liberation From Mechanical Ventilation-Weaning Protocol |                                   |
|---------|--|-----------------------------------|
| Scope:  | Respiratory Therapists, ICU RN                                 | Department: Respiratory Care, ICU |
| Source: | Director of Respiratory Care                                   | Effective Date: January, 2009     |

#### **NIPPV**

Noninvasive facemask positive-pressure ventilation may prevent the need for re-intubation in those who appear to be failing immediately after extubation

There are hazards and complication in removing the endotracheal tube See: "Removal of Endotracheal Tube (Extubation)" policy.

#### References:

Determining the Best Threshold of Rapid Shallow Breathing Index in a Therapist-Implemented Patient-Specific Weaning Protocol
Respiratory Care February 2007

Discontinuing Ventilatory Support, Chapter 47
Egan's Fundamentals of Respiratory Care, ninth Edition

Evidence-Based Guidelines for Weaning and Discontinuing Ventilatory Support Respiratory Care January 2002

Ventilator Modes Used in Weaning Chest 2001

Liberation From Mechanical Ventilation: A decade of Progress Chest 1998

| Committee Approval         | Date    |
|----------------------------|---------|
| Respiratory Care           | 1-14-09 |
| Medical Services Committee | 1-29-09 |
| ICU Committee              | 1-29-09 |
| Board of Directors         | 2-18-09 |



| Title: Proportional Assist Ventilation (PAV) on PB 840 Ventilator |                 |
|---|-----------------|
| Scope: Respiratory Therapist Department: Respiratory Care         |                 |
| Source:   | Effective Date: |

#### **POLICY STATEMENT:**

Proportional Assist Ventilation (PAV) mode of ventilation is a support mode that may be useful in assisting patients in increased ventilator comfort and decreased time to extubation. The PAV mode is intended for use in spontaneously breathing adult patients whose ventilator ideal body weight (IBW) setting is at least 25 kg. Patients must be intubated with either endotracheal tube or tracheostomy tubes of internal diameter 6.0 mm to 10.0 mm. Patients must have stable, sustainable inspiratory drive.

#### PROCEDURE:

- 1. Verify MD order
- 2. Set up correct IBW, endotracheal tube or tracheostomy tube size, and maximum airway pressure (40 cmH<sub>2</sub>O) on PB 840 ventilator.
- 3. Initial setting of PEEP and FiO2 as per usual criteria. Initial PEEP should be ≥ 5 cmH<sub>2</sub>O. With PAV, compliance may be used to titrate PEEP, see below.
- 4. Initial assist setting at 70%.
- 5. Follow decision tree provided by Puritan Bennett/Covidien clinical resource to titrating assist and PEEP settings. See attachment.

#### **CONSIDERATIONS:**

- 1. Immediate response following a change to PAV varies considerable depending on whether the patient was over-assisted, and whether there was non-synchrony on the previous mode. See attached decision tree.
- 2. Breathing may be quite variable on PAV. Vt may be quite low (i.e. 3-4 ml/Kg). to the extent that respiratory rate does not increase concurrently and there are no other signs of distress, low Vt is not an indication to change assist level.
- 3. A high respiratory rate (even up to 50/min) need not by itself indicate distress. Other signs of distress should be present (e.g. sustained change in heart rate or blood pressure, accessory muscle use, sweating).
- 4. PaCO2 may rise after switching to PAV. Be concerned only if PH decreases below normal (< 7.35).
- 5. Distressed at 70% assist is uncommon and is usually due to delay triggering because of sever dynamic hyperinflation and weak muscles (i.e. COPD). Alternatively, it may be due to very low compliance at low lung volume (i.e. obesity, abdominal pathology, ALI/ARDS, etc.) and usually these patients exhibit hypoxemia. Either condition may be improved by increasing PEEP.
- 6. Very few patients continue to have distress at 70% assist after adjusting PEEP. In these patients, increase % assist in steps of 5% up to 90%. Wait 15-20 breaths between steps and observe for stretched out breaths (delayed cycling off). If stretched out breaths appear, decrease the assist to previous level. Usually these are patients in who trigger delay is excessive and cannot be improved by increasing PEEP and % assist. Usually these patients are not candidates for fast weaning. % assist and/or PEEP should be reduced slowly (over several hours or days, depending on the individual patient).



| Title: Proportional Assist Ventilation (PAV) on PB 840 Ventilator |                 |
|---|-----------------|
| Scope: Respiratory Therapist Department: Respiratory Care         |                 |
| Source:   | Effective Date: |

#### **CAUTIONS:**

- 1. The PAV mode is intended for use in spontaneously breathing adult patients.
- 2. Definition of respiratory distress in relation to PAV (at least 2 of the following):
  - a. Heart rate > 120% of the usual rate for > 5 min and/or systolic BP. 180 or < 190 mmHg and/or BP changes > 20% of the previous value for > 5min.
  - b. Respiratory rate > 40 b/m for > 5 min.
  - c. Marked use of accessory muscles.
  - d. Diaphoresis.
  - e. Abdominal paradox.
  - f. Marked complaint of dyspnea

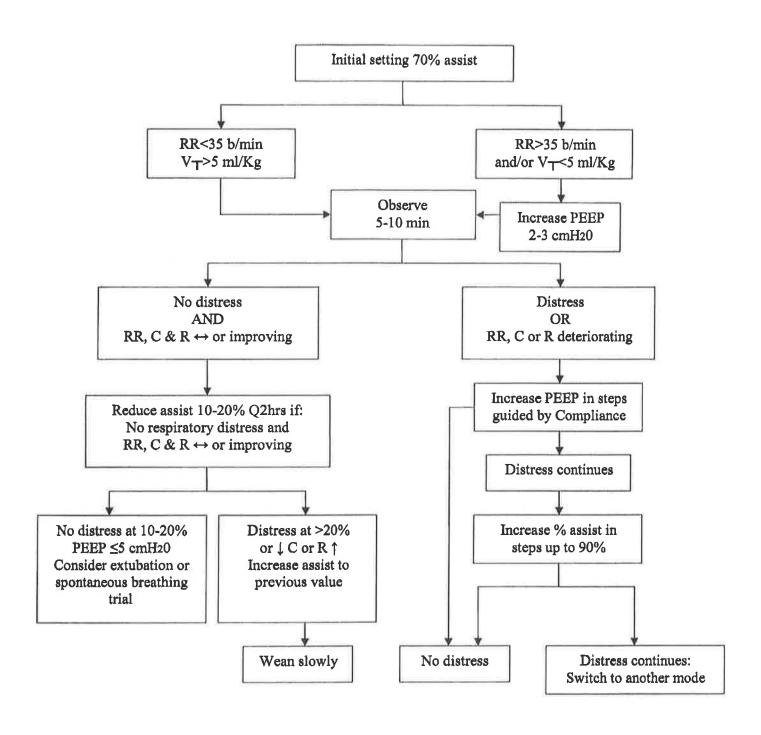
#### **DOCUMENTATION**

1. Document pertinent observation not detailed in the Clinical CareStation with progress notes.

#### REFERENCE/RESOURCES:

1. Puritan Bennett/Covidien resources.

| Committee Approval | Date |
|--------------------|------|
|                    |      |
|                    |      |
|                    |      |





| Title: Adult Oxygen ProtocolREVISED  |                 |
|--------------------------------------|-----------------|
| Scope: Hospital-Wide                 | Department:     |
| Source: Director of Respiratory Care | Effective Date: |

#### **PURPOSE:**

To provide protocol driven respiratory therapy for the administration of oxygen at concentrations greater than that in ambient air, with the intent of treating or preventing the symptoms and manifestations of hypoxia.

#### **POLICY:**

- 1. The Oxygen Protocol will be initiated on patients by a CPOE or written order from the physician for any type of oxygen therapy, including Ventilators, BiPAP, CPAP, Vapotherm High Flow Nasal Cannula, and Heated / Cool Aerosol. The Oxygen Protocol may be ordered as Oxygen Protocol.
- 2. In addition, the Oxygen Protocol may be ordered in forms other than specified by this protocol by entering an order that specifies:
  - a) The type of oxygen delivery device.
  - b) Liter flow or FIO<sub>2</sub>.
- 3. Registered Nurses may also set up oxygen. If oxygen is started by an RN, the RN must follow this protocol, obtain an order and inform Respiratory Care that the patient is on oxygen.
- 4. After the physician has entered an order, the RCP will:
  - a) Evaluate the patient upon receipt of the physician order.
  - b) Place a high or low flow system on the patient depending upon the assessment criteria.
  - c) Titrate the FIO<sub>2</sub> to keep the  $SpO_2 \ge 92\%$  or within the physician specified limits. The RCP will contact the MD to initiate an ABG if condition indicates.
  - d) Notify the physician whenever a patient goes from a Low Flow system to a High Flow system.
  - e) Notify the physician if the SpO<sub>2</sub> is < 92% on Oxygen, or if the patient is demonstrating an increase in O2 requirement as described under guidelines and warnings.

#### **OVERVIEW:**

The Oxygen Protocol will be initiated for patients in the following situations:

- 1. Documented hypoxemia defined as a decreased PaO<sub>2</sub> in the blood below normal range, PaO<sub>2</sub> of < 60 torr or SpO<sub>2</sub> of < 90 in patients' breathing room air.
- 2. An acute care situation in which hypoxemia is suspected. Substantiation of hypoxemia is required following initiation of therapy.
  - a) Severe trauma
  - b) Acute Myocardial infarction.



| Title: Adult Oxygen Protocol REVISED |                 |
|--------------------------------------|-----------------|
| Scope: Hospital-Wide                 | Department:     |
| Source: Director of Respiratory Care | Effective Date: |

- 3. For comfort measures as ordered by a physician. This is written for patients that have DNR orders and are usually near death. The goal of comfort measures is to wean from a High Flow system to a Low Flow system, keeping the patient and family members comfortable. It is important that the RCP communicate with both the patient's doctor and nurse as to what is going to be a proper liter flow for the patient's "comfort". SpO<sub>2</sub> checks are not documented unless ordered.
- 4. The patient will be placed on a Low Flow system if the requirement is determined to be 6 liters of oxygen or less, a respiratory rate of less than 25, and a regular and consistent ventilator pattern.
- 5. The patient will be placed on a High Flow system if the requirement is determined to be more than 6 liters. The respiratory rate > 25, room air PaO<sub>2</sub> < 60, or unable to meet the ordered SpO<sub>2</sub>.
- 6. If the patient is ordered on a CPAP device and needs oxygen, 1-6 LPM may be bled-in.
- 7. Notify the physician if a patient has been set-up on a high flow system, or anytime the FIO<sub>2</sub> is increased by 10%, for a sustained amount of time, > one hour. Document that the physician has been notified, noting any change in orders.
- 8. After the initial evaluation, (which will include a room air  $SpO_2$ , RR, HR, breath sounds) the RCP will place the patient on a nasal cannula or Oxi-Mask at 1 L/min and titrate the oxygen liter flow to maintain a  $SpO_2 \ge 92\%$  or within physicians ordered goals. Patient will be place on a continuous  $SpO_2$  monitor, and the oxygen liter flow will be increased 1 L/min Q5 minutes until the ordered  $SpO_2$  range is met.
- 9. If greater than 6 L/min is needed to maintain the ordered SpO<sub>2</sub>, and a high flow system is indicated, the physician will need to be notified. Oxygen therapy via traditional nasal cannula should not be used at flows higher than 6 LPM. Adequate humidification is required to maintain ciliary activity, prevent squamous epithelial changes, prevent dehydration and thickening of secretions, minimize atelectasis and tracheitis and decrease heat loss.
- 10. When a Low Flow system is indicated, the RCP will place the patient on one of the following:
  - a. Traditional nasal cannula at 1-6 LPM
  - b. Oxi-Mask at 1-6 LPM

# **DRAFT**

# NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

| Title: Adult Oxygen Protocol REVISED |                 |
|--------------------------------------|-----------------|
| Scope: Hospital-Wide                 | Department:     |
| Source: Director of Respiratory Care | Effective Date: |

- 11. When a High Flow system is indicated, the RCP will place the patient on one of the following:
  - a) Simple mask.
  - b) Venturi mask.
  - c) Aerosol mask, tracheostomy collars, t-tube adapters, face tents and large bore generator, Heated or Cool depending on application.
  - d) Non-rebreather mask.
  - e) Oxi-Mask.
  - f) Vapotherm Hi-flow nasal cannula, an FDA approved device designed to comfortably deliver flow of 1-40 LPM for Adults and 1-6 LPM for Infants, of heated, humidified oxygen through a nasal cannula interface.
- 12. When a patient has been ordered to be on a BiPAP or a Ventilator, the FIO<sub>2</sub> will initially be set at 100%. Once the patient is stable the FIO<sub>2</sub> will be weaned to maintain the ordered SpO<sub>2</sub>. During suctioning and other events that cause the SpO<sub>2</sub> to drop lower than the ordered SpO<sub>2</sub>, the FIO<sub>2</sub> will be adjusted (increased) to maintain the ordered SpO<sub>2</sub>. If unable to return to the previous FIO<sub>2</sub> after the event, > one hour, the physician will be notified.

#### **GUIDELINES AND WARNINGS**

- 1. The responsible physician and R.N. will be contacted:
  - a. If the RCP is unable to determine appropriate care upon evaluation
  - b. If the patient demonstrates an increase in oxygen requirement (increases in oxygen of 10% after the high flow system has been set-up or increases of ≥ 3 L/min on traditional nasal cannula or Oxi-Mask when the patient has been set-up on a low flow system.
  - c. If the patient demonstrates an increase in CO2 (e.g., disoriented, somnolence, or stupor).
  - d. If the SpO<sub>2</sub> of  $\geq$  92% or the physician's specified limits cannot be maintained.
- 2. The PaCO2 of chronically hypercapnic patients with COPD often does rise acutely after these patients are given oxygen. But it is important to note that the diagnosis of COPD on a patient's medical record does not automatically mean the patient has a chronically high PaCO2 or that administration will induce hypercapnia. In order to prevent hypoxia but avoid hypoventilation in these patients, we should aim for an arterial PO2 between 50 and 60 torr, or a SpO<sub>2</sub> of 80-90%.
- 3. In any event, O2 should never be withheld from acutely hypoxemic patients with COPD for fear of inducing hypoventilation and hypercapnia. Tissue oxygenation is an overriding priority; oxygen must never be withheld from exacerbated, hypoxemic patients with COPD for any reason. This means the clinician must be prepared to mechanically support ventilation if O2 administration induces severe hypoventilation.
- 4. Consider obtaining ABG's if the patient exhibits signs of increased disorientation, somnolence, or stupor.



| Title: / | Adult Oxygen ProtocolREVISED |                 |
|----------|------------------------------|-----------------|
| Scope:   | Hospital-Wide                | Department:     |
| Source:  | Director of Respiratory Care | Effective Date: |

#### **WEANING OF OXYGEN:**

- 1. When a patient has been ordered on Oxygen with a SpO<sub>2</sub> order, the RCP will do a room air SpO<sub>2</sub> check Q AM and PRN to see if a patient can be left on room air.
  - a. First assess the patient on oxygen.
  - b. Place a continuous SpO<sub>2</sub> monitor on the patient, document liter flow, SpO<sub>2</sub>.
  - c. Remove the nasal cannula and observe the patient to see if they de-sat below the ordered SpO<sub>2</sub>. When determining room air SpO<sub>2</sub>, the patient must be off oxygen for at least 15 minutes prior to obtaining reading.
- 2. When the patient's oxygen is  $\leq$  6 L/min, the oxygen will be titrated by 1 L/min, every 5 minutes, keeping the SpO<sub>2</sub> > 92% or within the physician specified limits, until the patient is on room air.
- 3. Oxygen will also be weaned PRN, 1 LPM to keep the SpO<sub>2</sub>, 2-3% above the ordered SpO<sub>2</sub>.
- 4. When the patient is on a high flow system, the oxygen will be titrated by 5 L/min, every 5 minutes, keeping the  $SpO_2 >= 92\%$  or within the physician specified limits, until the patient can be weaned to a nasal cannula or Oxi-Mask at 6 L/min or less.
- 5. When the patient is on the Vapotherm, start by weaning the FIO<sub>2</sub> to 50% first, then wean flow.
- 6. If a patient in ICU or Medical Surgical units has been on room air for 48 hours, SpO<sub>2</sub> checks will be changed to Q Shift unless otherwise ordered by the Physician.
- 7. In the OB department, if the mom has been on room air for 24 hours, SpO<sub>2</sub> will be discontinued.



| Title: Adult Oxygen ProtocolREVISED  |                 |
|--------------------------------------|-----------------|
| Scope: Hospital-Wide                 | Department:     |
| Source: Director of Respiratory Care | Effective Date: |

#### **DOCUMENTATION:**

- 1. All documentation will be done in the Clinical CareStation under Respiratory RT, and Group Notes or Progress Notes.
- All discussions regarding the patient with physicians and nurses need to be documented.
   All telephone orders must be documented per policy "Verbal Orders"

| Committee Approval                  |         | Date              |
|-------------------------------------|---------|-------------------|
| Respiratory Care                    |         | October 1, 2013   |
| Peri-Peds Committee                 |         | October 15, 2013  |
| Medical Services – ICU Committee    | Pending | October 31, 2013  |
| Medical Executive Committee         | Pending | November 5, 2013  |
| Pharmacy and Therapeutics Committee | Pending | November 21, 2013 |
| Board of Directors                  | Pending | December 11, 2013 |

| Title: | Continuous Bronchodilator with MiniHeart Hi-Flow Continuous Nebulizer |                              |  |
|--------|---|------------------------------|--|
| Scope: | Respiratory Therapists Department: Respiratory Care                   |                              |  |
|        | Director of Respiratory Care  | Effective Date: May 17, 2012 |  |

#### **PURPOSE:**

To outline steps that will be taken by Respiratory Care Practitioners (RCPs) to continuously nebulize bronchodilators in the adult or pediatric population.

#### **POLICY:**

Respiratory Care Practitioners will administer inhaled medications only with a physician's order. Full time nebulization is to be done in the Emergency Department or ICU.

In an emergency situation continuous nebulization can be implemented on the Medical Surgical Floor with the physician present.

This treatment may also be used as therapy for hyperkalemia in high doses (10 mg) in conjunction with other modalities of treatment.

#### **INDICATIONS:**

- 1. Patients with severe bronchospastic disease who require intermittent therapy of inhaled beta<sub>2</sub> agonists every hour or more and/or have initial peak flow rates < 50% of known best or predicted peak flow value.
- 2. Patients in impending or acute respiratory failure secondary to an acute reversible airway disease.
- 3. Patients with hyperkalemia.

#### **CONTRAINDICATIONS:**

Known hypersensitivity to the medication being delivered.

#### PRECAUTIONS:

- 1. Refer to medication resources for information on the specific medication used.
- 2. Continuous nebulizer therapy with beta<sub>2</sub>agonists is contraindicated on patients with complicated medical illness such as:
  - a. Pneumonia
  - b. Diabetes
  - c. Hypokalemia (potassium <3.0 mmol/L) NOTE: Albuterol can cause acute Hypokalemia. It has a potentially toxic effect on the heart, especially against the background of hypoxia, acidosis, increased adrenergic drive, and dysrhythmia, which can be associated with the disease or its treatment. Serum potassium levels should be obtained, when feasible, before starting therapy. If serum potassium is <3.0 mmol/L, do not start therapy. If the potassium is 3.5 to 5.0 mmol/L, begin therapy and repeat potassium assessment every four hours that therapy is continued.
  - d. Chest pain and/or frequent arrhythmias
  - e. Pulmonary edema
  - f. Unstable coronary artery disease
  - g. Severe tachycardia (>200/minute)

| Title:  | Continuous Bronchodilator with MiniHeart Hi-Flow Continuous Nebulizer |                              |
|---------|---|------------------------------|
| Scope:  | Respiratory Therapists Department: Respiratory Care                   |                              |
| Source: | Director of Respiratory Care  | Effective Date: May 17, 2012 |

#### PRECAUTIONS: continued

- 3. Airway obstruction may occur due to swelling or excessive liquefaction of secretions.
- 4. Hypoxemia from inadequate supplemental oxygen delivery during therapy may occur.
- 5. Pregnancy

#### **EQUIPMENT:**

- 1. MiniHeart Hi-Flow Continuous Nebulizer Kit (includes aerosol mask and tubing)
- 2. Oxygen Flowmeter and Nipple
- 3. Medication:
  - a. Albuterol multi-dose bottle 5% solution (5mg/ml)
  - **b.** Albuterol unit doses
  - c. Atrovent unit doses
  - d. NaCl 15-18ml
- 4. 25cc Syringe
- 5. Peak Flow Meter
- 6. Cardiac Monitor
- 7. Pulse Oximeter

#### **ORDERING:**

This modality will be instituted upon written or verbal order from a physician. The order should specify Continuous Bronchodilator Therapy (CBT). Order should include cardio-respiratory monitor and continuous pulse oximetry.

There are two standard dosing selections for the MiniHeart Hi-Flow Continuous Nebulizer.

- Low Dose Albuterol--7.5 mg Albuterol / Treatment
- High Dose Albuterol--15 mg Albuterol / Treatment

The dosage should be determined by the patient's clinical condition and by the amount of beta agonists the patient has already received. It is recommended that the total dosage of beta agonists should not exceed 20 mg/hour unless otherwise directed by the physician. The Low Dose is recommended for pediatric patients 12 years of age and younger, and for any patient weighing less than 100 pounds.

NOTE: Dosages of up to 40 mg/hour have been reported in the literature without significant side effects.

| Title: | Continuous Bronchodilator with MiniHeart Hi-Flow Continuous Nebulizer |                              |
|--------|---|------------------------------|
|        | Respiratory Therapists  | Department: Respiratory Care |
|        | Director of Respiratory Care  | Effective Date: May 17, 2012 |

# Multidose Albuterol 5% solution (5mg/ml)

| Low Dose Albuterol 7.5 mg Albuterol  | 1.5 ml Albuterol Solution<br>+ 18 ml NaCl = 1 hour T/x                    |
|--|---|
| High dose Albuterol 15 mg Albuterol  | 3 ml Albuterol Solution<br>+ 18 ml NaCl = 1 hour Tx                       |
| Low Dose Albuterol + Pre-Pack Atrovent 7.5 mg Albuterol & 500 mcg Atrovent | 1.5 ml Albuterol Solution + 1 Pre-Pack Atrovent + 15 ml NaCl = 1 hour T/x |
| High Dose Albuterol + Pre-Pack Atrovent 15 mg Albuterol & 500 mcg Atrovent | 3 ml Albuterol Solution + 1 Pre-Pack Atrovent + 15 ml NaCl = 1 hour T/x   |

## Pre-Pack Albuterol

| Low Dose Albuterol 7.5 mg Albuterol  | 3 unit doses Albuterol<br>+ 12 ml NaCl = 1 hour T/x                    |
|--|--|
| High dose Albuterol 15 mg Albuterol  | 6 unit doses Albuterol<br>+ 3ml NaCl = 1 hour Tx                       |
| Low Dose Albuterol + Pre-Pack Atrovent 7.5 mg Albuterol & 500 mcg Atrovent | 3 unit doses Albuterol + 1 unit dose Atrovent + 9 ml NaCl = 1 hour T/x |
| High Dose Albuterol +  Atrovent  15 mg Albuterol &  500 mcg Atrovent       | 6 unit doses Albuterol + 1 unit dose Atrovent = 1 hour T/x             |

|         | Continuous Bronchodilator with MiniHeart Hi-Flow Continuous Nebulizer |                              |
|---------|---|------------------------------|
| Scope:  | Respiratory Therapists Department: Respiratory Care                   |                              |
| Source: | Director of Respiratory Care  | Effective Date: May 17, 2012 |

#### PROCEDURE:

- 1. Review the chart
- 2. Follow Standard Precautions
- 3. Introduce yourself to the patient
- 4. Patient identification must be confirmed using the <u>two-identifier</u> system prior to conducting any healthcare procedures. See policy.
- 5. Wash hands
- 6. Assemble MiniHeart nebulizer
- 7. Explain the procedure to the patient and reassure him/her as necessary
- 8. Record baseline parameters (HR, RR, Breath sounds, SpO<sub>2</sub>, PEFR)
- 9. Inject appropriate medications into the nebulizer. .
- 10. Adjust flow rate 8 lpm. Observe system for adequate nebulization.
- 11. Monitor patient continuously in the acute phase when CBT is initiated and as often as necessary in the critical care area. The practitioner should be nearby and monitor patient closely while CBT is being administered.

#### **ADVERSE EFFECTS:**

- 1. Tachycardia
- 2. Tremors
- 3. Nausea and/or vomiting
- 4. Hypoxemia
- 5. Worsening of airflow limitation
- 6. Arrhythmias; S T segment depression
- 7. Hypokalemia

Note: If any of the above adverse effects occur during CBT, the patient should be assessed for discontinuing the treatment. The physician should be contacted prior to termination or reduction of the treatment regime.

#### ASSESSMENT OF OUTCOME:

- 1. Patients who show signs of improvement should be gradually weaned from CBT and assessed frequently. The RCP may suggest to the physician to wean patients by either:
  - a. Changing to a lower dose of Albuterol
  - b. Removing the mask for short trial periods and beginning intermittent HHN every one hour for the first four hours and then every two hours if patient remains stable.

| Title:  | Continuous Bronchodilator with MiniHeart Hi-Flow Continuous Nebulizer |                              |
|---------|---|------------------------------|
| Scope:  | Respiratory Therapists Department: Respiratory Care                   |                              |
| Source: | Director of Respiratory Care  | Effective Date: May 17, 2012 |

The physician should be notified of any treatment failure. Treatment failure may include, but is not limited to the following:

- 1. Failure to significantly improve
- 2. Decreasing aeration over time or increased wheezing without a simultaneous increase in aeration
- 3. Worsening blood gases
- 4. Decreasing SpO<sub>2</sub> readings or an increasing need for oxygen to maintain the same saturations
- 5. Decreasing level of consciousness or decreased ability to awaken the patient
- 6. Increased work of breathing
- 7. Increasing signs of respiratory failure
- 8. Significant arrhythmias, excessive tachycardia (25% increase in heart rate from baseline value, with a maximum of 200 in the pediatric patient).
- 9. Chest pain

#### SPECIAL INSTRUCTIONS:

- 1. An RCP must be available and ready to respond at all times during CBT, and the patients must be on continuous pulse oximetry and ECG monitor. Frequent vitals must be taken as described in this procedure.
- 2. CBT should not be interrupted if at all possible.
- 3. Intolerance to bronchodilator administration is based on hazards listed in this procedure. However, this modality has been demonstrated to be effective in reversing status asthmaticus. Therefore, when considering discontinuance of CBT, tachycardia will be defined as a 25% increase above baseline level.
- 4. Once the emergent episode of status asthmaticus subsides, weaning from CBT will be tailored to each patient, depending on individual response.
- 5. Consider obtaining ABG's to monitor PCo2

#### **DOCUMENTATION:**

- 1. Initial treatment time started
- 2. Medication dose and diluent
- 3. Baseline parameters:
  - a. Heart rate
  - b. Respiratory rate
  - c. Peak expiratory flow rate (if obtainable)
  - d. Breath sounds
  - e. Oxygen saturation
  - f. Adverse reactions (bronchospasm, coughing, etc)

| Title:  | Continuous Bronchodilator with MiniHeart Hi-Flow Continuous Nebulizer |                              |
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| Scope:  | Respiratory Therapists  | Department: Respiratory Care |
| Source: | Director of Respiratory Care  | Effective Date: May 17, 2012 |

- 4. Document every 15 minutes x 2 then every 30 minutes, or more frequently if the patient's clinical condition warrants. Monitor the patient for the following:
  - a. Tremor
  - b. Irritability
  - c. Alterations in blood pressure
  - d. Recurrent arrhythmias
  - e. Tachycardia
  - f. Untreated Hypokalemia
- 5. If the above signs or symptoms are seen, stop the therapy immediately and notify the physician

#### REFERENCES

AARC Clinical Practice Guideline: Delivery of Aerosol to the Upper Airway

AARC Clinical Practice Guideline: Selection of a Device for Delivery of Aerosol to the Lung Parenchyma

Rose, BD. Clinical Manifestations and Treatment of Hyperkalemia. Accessed from Up to Date 3-20-2012 <a href="https://www.uptodate.com">www.uptodate.com</a>

Westmed MiniHeart Hi-Flow Continuous Nebulizer Product Literature Sheet

| Committee Approval          | Date    | Date      |
|-----------------------------|---------|-----------|
| Respiratory Care            | 4-11-12 | 10-1-2013 |
| Pharmacy & Therapeutics     | 5-17-12 |           |
| Medical Executive Committee |         |           |
| Board of Directors          |         |           |
|                             |         |           |

| Title:  | Initial Ventilator Settings  |                              |
|---------|------------------------------|------------------------------|
| Scope:  | Respiratory Therapists       | Department: Respiratory Care |
| Source: | Director of Respiratory Care | Effective Date: 4-26-2012    |

#### **PURPOSE:**

To provide a starting point when placing an Adult or Pediatric Patient >= 45 kilograms on a Mechanical Ventilator.

#### PROCEDURE:

Whenever a patient is placed on a mechanical ventilator the following parameters will serve as the **Initial Settings** until the physician writes orders.

#### 1. Initial Ventilator Settings

#### A. Assist Control

- a. Volume Ventilation may be used for the majority of patients.
- b. Pressure Ventilation should be considered if peak pressures rise over 40 cm H2O or plateau pressures rise >= 30 cm H2O.

#### B. Tidal Volume

- a. Volume Control—Target 6-8 ml/Kg IBW
- b. Pressure Control—Target 4-6 ml/Kg IBW

#### C. Respiratory Rate

a. Start at a rate of 8-26 breaths / minute. Adjust to achieve optimum total cycle time and maintain desired minute ventilation, while maintaining plateau pressure <= 30 cm H2O

#### D. Peep of 3-5 cm H2O

- E. FIO2: Initial setting of 60-100% until results from arterial blood gases (ABG) can be obtained and the setting adjusted.
  - a. Initial ABG should be obtained 20-60 minutes from start of ventilation.
  - b. Pulse oximetry should be correlated with initial ABG and the patient subsequently monitored with continuous pulse oximetry to maintain SpO<sub>2</sub> at patient's normal or > 90%.
  - c. ETCO2 should be correlated with initial ABG and the patient subsequently monitored with continuous ETCO2 monitor.

#### F. Peak inspiratory flow rate.

The peak inspiratory flow rate determines how fast each breath will be delivered to the patient and is therefore a determinant of inspiratory time. The faster the flow rate, the shorter the inspiratory time, and the more breaths that can be delivered per minute. Optimal inspiratory flow time is between 0.5 and 1.5 seconds and is usually achieved with a peak inspiratory flow rate between 40 and 70 L/min.

| Title:  | Initial Ventilator Settings  |                              |
|---------|------------------------------|------------------------------|
| Scope:  | Respiratory Therapists       | Department: Respiratory Care |
| Source: | Director of Respiratory Care | Effective Date: 4-26-2012    |

The above settings may need to be adjusted to meet the ventilatory and oxygenation needs of some patients. All patients will be started on Volume Ventilation. However, the RCP may switch to Pressure Ventilation whenever the patient is setup on a ventilator and the resultant plateau pressures are consistently greater than 30 cm H2O.

#### 1. Ventilation Targets

- a. ABG (Arterial Blood Gas) ranges.
  - i. Unless otherwise ordered, the following chart summarizes the arterial blood gas targets for a mechanically ventilated patients:

| Patient Category        | pН          | PaCO2                                  | PaO2                             | SaO2                         |
|-------------------------|-------------|--|----------------------------------|------------------------------|
| Normal                  | 7.35 – 7.45 | 35-45 mmHg                             | Greater than or equal to 80 mmHg | 92-97%                       |
| Chronic Lung<br>Disease | 7.30 – 7.45 | 45-60 mmHg or<br>adjust to pH<br>range | 55-75 mmHg                       | Greater than or equal to 89% |
| ARDS                    | 7.25 – 7.45 | Adjust to pH range                     | Greater than or equal to 60 mmHg | 88-95%                       |

## 1. Oxygenation Strategies and Tools

a. Indication and Application

i. Nearly all mechanically ventilated patients will require the application of additional inspired oxygen to meet their targeted oxygen parameters or PaO2.

## b. Adjustments

- i. As a general rule when it becomes necessary to increase the inspired oxygen amount to greater than 50% in order to meet the patient's oxygen parameters, you may need to consider the additional application of PEEP.
- c. Weaning
  - i. Oxygen is a drug, therefore when a patient has met their oxygen parameters, the weaning of oxygen should take precedence over the weaning of any level of PEEP.
  - ii. As a general rule, when oxygen is less than or equal to 50% inspired, the subsequent weaning of PEEP may take place.

| Title:  | Initial Ventilator Settings  |                              |
|---------|------------------------------|------------------------------|
| Scope:  | Respiratory Therapists       | Department: Respiratory Care |
| Source: | Director of Respiratory Care | Effective Date: 4-26-2012    |

#### 2. PEEP

- a. Indications and Application
  - i. PEEP is used for improving oxygenation in patients with refractory hypoxemia.
  - ii. For the mechanically ventilated patient it is common to apply a minimum of 5 cmH2O of PEEP since the artificial airway bypasses the patients use of physiologic PEEP.
  - iii. Some expected outcomes of the application of PEEP.
    - 1. Restored FRC and alveolar recruitment
    - 2. Decreased shunt
    - 3. Increased lung compliance
    - 4. Decreased work of breathing
    - 5. Increased PaO2 for a given FiO2
- b. Contraindications
  - i. Some contraindications for the application of PEEP are:
    - 1. Unmanaged bronchopleural fistula
    - 2. Untreated pneumothorax
    - 3. Severe unilateral lung disease
    - 4. Elevated ICP
    - 5. Severe bullous lung disease
  - ii. Some contraindications are relative at moderate or low levels of PEEP, therefore, the MD should be consulted when these indicators are noted or foreseen
- c. Adjustments
  - i. Adjustments to the level of PEEP can be based on ABG results, or clinical observation.
- d. Signs of intolerance
  - i. Can be seen with increased application of PEEP or at times during weaning of PEEP:
    - 1. Increased WOB
    - 2. Decrease in cardiac output (or decrease in monitored end-tidal carbon dioxide
    - 3. Decrease in blood pressure
    - 4. Decrease in oxygenation and saturation
- e. Weaning
  - i. The weaning of levels of PEEP should be done judiciously, in increments of 2-3 cm H2O over a period of time, while monitoring for signs of intolerance.
  - ii. The weaning of PEEP usually does not take precedence over the weaning of inspired oxygen.

| Title:  | Initial Ventilator Settings  |                              |
|---------|------------------------------|------------------------------|
| Scope:  | Respiratory Therapists       | Department: Respiratory Care |
| Source: | Director of Respiratory Care | Effective Date: 4-26-2012    |

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| Title:  | BiPAP                        |                              |
|---------|------------------------------|------------------------------|
| Scope:  | Hospital Wide                | Department: Respiratory Care |
| Source: | Director of Respiratory Care | Effective Date: 12-21-2005   |

#### **PURPOSE:**

To codify indications, contraindications, initial settings and conditions of admission for bi-level positive airway pressure (BiPAP) V 60 or Vision Ventilatory Support System

#### **POLICY:**

- 1. All patients admitted to the hospital for acute respiratory exacerbation or other serious medical condition and requiring BiPAP, will be admitted to the ICU due to the required higher level of care.
- 2. Patients that are ordered for BiPAP or CPAP, and **Do Not Use These Devices At Home** will be admitted to the ICU for careful observation.
- 3. Patients, who use BiPAP or CPAP at home and are stable, may be admitted to the Medical / Surgical Floor. Patients that are stable can transfer from the ICU to the Medical / Surgical floor. Unless otherwise ordered by admitting / attending physician, patients will be housed in a closely observed room, if the physician orders regular floor care for the patient.

#### **Indications:**

- 1. Acute Respiratory Insufficiency or Failure:
  - a. Medically unacceptable or worsening alveolar hypoventilation, as reflected by an elevated or rising PaCO2
  - b. Ventilatory muscle dysfunction or muscle fatigue clinical signs include tachypnea, dyspnea, and use of accessory muscles, reduced tidal volume, and subjective patient complaints
  - c. Refractory hypoxemia (PaO2 < 55 on FiO2 .50 or more)
  - d. Patients who develop post-extubation difficulty in whom avoidance of reintubation is desired
- 2. A patient with upper airway obstruction due to such conditions as laryngeal or glottic edema, for whom it is desirable to avoid endotracheal intubation until more definitive, permanent therapy, becomes effective.
- 3. Obstructive Sleep Apnea
- 4. Terminal patients who desire comfort measures

#### Contraindications and Relative Contraindications:

- 1. Patients incapable of maintaining life-sustaining ventilation in the event of malposition of the mask.
- 2. Uncooperative or agitated patients.
- 3. Patients with facial or nasal trauma.
- 4. Patients with or susceptible to pneumothorax or pneumomediastinum should be monitored closely when applying positive pressure. (Pre-existing bullous lung disease may represent a relative contraindication).
- 5. Patient's inability to maintain a patient airway or adequately clear secretions.
- 6. Severe respiratory failure where intubation is immediately necessary.

| Title:  | BiPAP                        |                              |
|---------|------------------------------|------------------------------|
| Scope:  | Hospital Wide                | Department: Respiratory Care |
| Source: | Director of Respiratory Care | Effective Date: 12-21-2005   |

- 7. Hypotension induced by positive pressure ventilation.
- 8. Epistaxis causing pulmonary aspiration of blood.
- 9. Patients at risk for aspiration of gastric contents.
- 10. Acute sinusitis or otitis media.

Equipment:

BiPAP V-60 Ventilator or BiPAP Vision Ventilator with Circuit.

Humidifier if indicated.

Various size masks and headgear.

#### PROCEDURE:

Obtain baseline clinical assessment including the following:

Systemic blood pressure. Also, check with nurse regarding pulsus paradoxus Pulse and respiratory rate
Use of accessory muscles
Skin color (cyanosis).
Auscultation

## Obtain laboratory data including:

**ABG** 

Chest X-ray

Oxyhemoglobin saturation by oximetry (SpO<sub>2</sub>)

## Initial application of the BiPAP system:

- 1. Therapist should explain the use of the BiPAP system to the healthcare personnel managing the patient's care.
- 2. Therapist should take care in trying to explain to the patient exactly what to expect from the BiPAP system and that there will be a time period of adjusting to both the pressure and the mask. When appropriate, let them know in a caring way what the alternative is. I.e. intubation. Reassure the patient that you will be at the bedside until they are comfortable with the therapy. Continue to monitor them on a regular basis.
- 3. Carefully fit the BiPAP mask:
  - a. Select the smallest size mask to comfortably fit the patient.
  - b. Note: A properly fitted mask should come close to but not touch the nose in three places: the bridge of the nose, on the sides of both nares, and just below the lowest point of the nose, above the lip.
  - c. If using treatment mask with anesthesia strap, therapist must remain in the room at all times. This is for initial set-up only.
- 4. Be careful not to over stress the anxious patient with attempts to place a mask. Try using the mask of the Ambu bag first to see if patient will tolerate having something over their face. If not initially tolerated and the patient is continuing to fail, another mode of support should be considered.
- 5. Patient needs to be NPO initially when placed on the BiPAP unit. If there is an order for dietary, call the physician to see if he would like to Discontinue or Hold Dietary.

| Title:  | BiPAP                        |                              |
|---------|------------------------------|------------------------------|
| Scope:  | Hospital Wide                | Department: Respiratory Care |
| Source: | Director of Respiratory Care | Effective Date: 12-21-2005   |

#### Suggested Initial Settings:

IPAP - 10 - 15 cmH20

EPAP- 4.0 – 7 cmH2O (The difference between IPAP and EPAP is Pressure Support. In this case, PS of 6 cmH2O)

## Adjustments of the BiPAP System:

- 1. IPAP- Increase IPAP in increments of 2.0 cmH2O to increase pressure support. Increase pressure support to augment ventilation. Note: When you increase IPAP, you will increase tidal volume. Check Vt at the bottom of the screen.
- 2. EPAP- Increase EPAP by 2 cmH2O increments to increase Functional Residual Capacity (FRC). Note: When you increase EPAP, increase the IPAP by the same amount to maintain the pressure support level.
- 3. Timed Insp.- This can be set from 0.5 seconds to 3.0 seconds. This adjustment increases or decreases the amount of time it takes to deliver a breath. It should be adjusted for patient comfort. Initially, start small. Your patient may become more anxious if he feels air hunger and it's taking 2.0 seconds or more to get a breath. Note: This adjustment will change automatically with rate changes, so as to not inverse the I:E ratio.
- 4. IPAP Rise Time- This is another one of those patient comfort adjustments. It changes the flow pattern from a square wave, on the lowest setting (0.05sec.), to the highest setting (0.4 sec.), which is more like a bell waveform. You'll just have to see what works for your patient.

#### **Continued Monitoring:**

- 1. Once your patient is on the BiPAP system, continue to monitor the following:
  - a. Physical examination
  - b. Blood pressure
  - c. Pulse and respiratory rate
  - d. Skin color, temperature, and perfusion
  - e. Use of accessory muscles
  - f. Paradoxical movement of the chest wall
  - g. Auscultation

#### 2. Laboratory data

- a. ABG
- b. Chest X-ray
- c. Oximetry
- 3. Assess therapy Based on clinical and physiological outcomes.
  - a. Adjust control settings as necessary
  - b. Mask- Assess leak, skin condition (apply skin barrier if necessary).
  - c. Note any patient discomfort and re-evaluate.

| Title:  | BiPAP                        |                              |
|---------|------------------------------|------------------------------|
| Scope:  | Hospital Wide                | Department: Respiratory Care |
| Source: | Director of Respiratory Care | Effective Date: 12-21-2005   |

If a satisfactory degree of patient comfort is not achieved or the patient's medical management is not adequate, BiPAP administration should be discontinued and alternative therapy instituted as required.

| Committee Approval               | Date       | Date       |
|----------------------------------|------------|------------|
| Policy and Procedure             | 8/15/2005  | 10-1-2013  |
| Medical Services - ICU Committee | 10/27/2005 | 10-31-2013 |
| Pharmacy Therapeutic Committee   |            |            |
| Medical Executive Committee      | 12/7/2005  |            |
| Administration                   | 12/7/2005  |            |
| Board of Directors               | 12/21/2005 |            |
|                                  |            |            |

Revised 10-1-2013 Reviewed 10-31-2013 Supercedes 7/10/2002

| Title:  | Vapotherm                    |                                |
|---------|------------------------------|--------------------------------|
| Scope:  | Respiratory Therapists       | Department: Respiratory Care   |
| Source: | Director of Respiratory Care | Effective Date: August 4, 2011 |

#### **PURPOSE:**

The Vapotherm system is used to add warm moisture to breathing gases for administration to patients, including infant, pediatrics and adults, at flow rates from 1 to 40 liters per minute via nasal cannulas.

#### **POLICY:**

Heat and humidity prevents airway water-loss, airway cooling, thickened secretions, nasal irritation and bleeding. The high flow nasal cannula delivery system has been designed to safely provide optimal humidity to both infants and adult patients who require higher humidity and FiO2 levels than a traditional cannula can provide.

#### **INDICATIONS:**

- 1. Documented hypoxemia
  - a. Adults: defined as a decreased PaO2 in the blood below normal range , PaO2 < 60 mmHg or SaO2 of < 90% while breathing room air.
  - b. Pediatric: defined as a decreased PaO2 in the blood below normal range, PaO2 of < 65 mmHg or SaO2 of < 92 while breathing room air.
  - c. PaO2 and / or SaO2 below desirable range for specific clinical situation.
- 2. An acute care situation in which hypoxemia is suspected.
- 3. Severe trauma.
- 4. Acute myocardial infarction.
- 5. Short-term therapy or surgical intervention (e.g., post-anesthesia recovery hip surgery, etc.)

#### **CONTRAINDICATIONS:**

No specific contraindications to oxygen therapy exist when indications are judged to be present. Specific to nasal cannula: Patients with occluded or defective nares should not use the system.

#### **WARNINGS AND CAUTIONS:**

- 1. The cartridge, disposable water path and delivery tube are labeled as single patient use only and must be replaced after 30 days use on a single patient.
- 2. Never connect the unit to a patient until it reaches set point temperature (temperature display stops flashing). Allow the unit to warm-up to purge condensate and prevent patient discomfort due to cold or partly humidified gas.
- 3. The Precision Flow is not MRI compatible.
- 4. The back-up battery is designed for temporary use only, when AC power to the unit has been interrupted.

| Title:  | Vapotherm                    |                                |
|---------|------------------------------|--------------------------------|
| Scope:  | Respiratory Therapists       | Department: Respiratory Care   |
| Source: | Director of Respiratory Care | Effective Date: August 4, 2011 |

- 5. Clamp water supply when not in use, including Standby mode, to prevent damage by water ingress.
- 6. The oxygen sensor should be replaced after 1 year.
- 7. The sensor windows in the docking station must not be scratched or damaged. If necessary, clean them only with alcohol wipes (70-90 % isopropyl alcohol).
- 8. The transparent sensor ports in the docking station must be clean. The unit will not operate if the sensors do not receive a clear signal, see Operating Instruction Manual.

#### PRECAUTIONS AND / OR POSSIBLE COMLICATIONS:

- a. With PaO2 >= 60 torr, ventilatory depression may occur in spontaneously breathing patients with chronic elevated PaCo2.
- b. With FiO2 >= 0.5 absorption at electasis, oxygen toxicity, and / or depression of ciliary function may occur.
- c. Supplemental oxygen should be administered with caution to patients suffering from paraquat poisoning and to patients receiving bleomycin.
- d. Fire hazard is increased in the presence of increased oxygen concentrations.

#### LIMITATIONS OF PROCEDURE:

Oxygen therapy has only limited benefit for the treatment of hypoxia due to anemia, and benefit may be limited with circulatory disturbances. Oxygen therapy should not be used in lieu of but in addition to mechanical ventilation when ventilatory support is indicated.

#### ASSESSMENT OF NEED:

Need is determined by measurement of inadequate oxygen tensions and / or saturations, by invasive or noninvasive methods, and / or the presence of clinical indicators as previously described. Supplemental oxygen flow should be titrated to maintain adequate oxygen saturation as indicated by pulse oximetry SpO2 or appropriate arterial blood gas values.

#### PROCEDURE:

- 1. Verify physician orders.
- 2. Review chart for relevant information.
- 3. Follow standard precautions.
- 4. Introduce yourself to the patient.
- 5. Verify the patient's identify using two identifiers.
- 6. Explain procedure to the patient and reassure him/her as necessary.

| Title:  | Vapotherm                    |                                |
|---------|------------------------------|--------------------------------|
| Scope:  | Respiratory Therapists       | Department: Respiratory Care   |
| Source: | Director of Respiratory Care | Effective Date: August 4, 2011 |

### Inserting disposable patient circuit

- 1. Install a high or low-flow vapor transfer cartridge in disposable water path. The cartridge may be inserted either way up. Align the cartridge ports with the disposable water path openings and press firmly into place.
  - a. If a HIGH-FLOW cartridge is installed the flow cannot be set below 5 lpm.
  - b. If a LOW-FLOW cartridge is installed the flow cannot be set above 8 lpm.
- 2. Fit the delivery tube to the disposable water path. Press firmly into place, both latches must click shut.
- 3. Open door by sliding it forward to expose the docking station
- 4. Hold disposable patient circuit by its handle, with the delivery tube downward.
- 5. Slide disposable patient circuit downward into the docking station until it stops.
- 6. Press down firmly to ensure correct seating.
- 7. Close door by sliding it backwards until it stops. If the sliding door does not close easily, check that the cartridge is installed correctly and the disposable water path is fully inserted into the docking station.
- 8. Plug in power cord, and check that all the display indicators light. The Precision Flow then performs a self-test:
  - a. All icons and numeric displays light up for a few seconds
  - b. Internal sensors and control systems are checked
  - c. If no faults are detected the unit enters STANDBY mode
  - d. "water out" icon indicates there is no water in the disposable water path
  - e. Status LED is amber.
- 9. Push or rotate the control setting knob in either direction to light up the display in STANDBY mode.
- 10. To connect the sterile water, remove spike cap and wipe spike with 70-90% isopropyl alcohol. Firmly insert spike into spike port or the sterile water, avoiding direct hand contact. Unclamp the water inlet tube so that water flow into the disposable water path and the "Water Out" alarm cancels/
- 11. Press Run/Stan-by button to start gas flow, pump and heater. Press twice if the display is initially blank.
- 12. Wait for desired set temperature to be reached before placing the cannula on the end of the patient delivery tube. The flashing green status LED becomes steady when the set temperature is reached.
- 13. Size cannula to patient by ensuring that nasal prongs do not fit tightly into nares (1/2 the diameter of the nares).

| Title:  | Vapotherm                    |                                |
|---------|------------------------------|--------------------------------|
| Scope:  | Respiratory Therapists       | Department: Respiratory Care   |
| Source: | Director of Respiratory Care | Effective Date: August 4, 2011 |

## 14. Adjust temperature on Vapotherm unit according to required flow rate.

| Flow Rate       | 1-3     | 4-6     | 6-8     | 9 or more |
|-----------------|---------|---------|---------|-----------|
| Gas Temperature | 33-34 C | 34-35 C | 35-36 C | 36-37 C   |

## REFERENCES:

- AARC Clinical Practice Guideline "Oxygen Therapy for Adults". Vapotherm <a href="www.vtherm.com/products/precision">www.vtherm.com/products/precision</a>
- 2.

| Committee Approval               | Date      |
|----------------------------------|-----------|
| Respiratory Care Committee       | 8-4-2011  |
| ICU / Medical Surgical Committee | 4-26-2012 |
|                                  |           |

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## NORTHERN INYO HOSPITAL

## Northern Inyo County Local Hospital District

150 Pioneer Lane Bishop, California 93514 (760) 873-5811 voice (760) 872-2768 fax

December 11, 2013

To: Nor

Northern Inyo County Local Hospital

District Board of Directors

Kathy

From: Kathy Bowersox-Miess MHA, BSN RN

Topic: Orthopedic Capital Equipment Approval FY 2014

Richard Meredick MD has entered into an Orthopedic Practice Management agreement effective 1/6/2014 with NIH. As part of the Orthopedic Practice Management Agreement, NIH has agreed to purchase equipment and supplies for the treatment of orthopedic patients. The attached list is a breakout of capital instrumentation, equipment, and implants/disposables required.

#### Cost breakdown as follows:

- Instrumentation \$57,612
- Implants and disposables \$21,003
- Equipment \$5,200

Additional quotes for trauma and total joint instrumentation, implants, and disposables will be forth coming.

## ARTHREX QUOTE TOTALS

| CAPITAL INSTRUMENTATION           | QUOTE | QUOTE TOTAL |  |  |  |
|-----------------------------------|-------|-------------|--|--|--|
| SUPPLIMENTAL SHOULDER INSTRUMENTS | \$    | 8,098.00    |  |  |  |
| COMPLETE SHOULDER TRAY            | \$    | 19,259.00   |  |  |  |
| ACL TRAY                          | \$    | 12,841.00   |  |  |  |
| ARTHROSCOPY INSTRUMENTS           | \$    | 17,414.10   |  |  |  |
| TOTAL CAPITAL INSTRUMENTATION     | \$    | 57,612.10   |  |  |  |

| IMPLANTS AND DISPOSABLES           | SPOSABLES QUOTE TOTAL |           |
|------------------------------------|-----------------------|-----------|
| STAR SLEEVES FOR SHOULDER TRACTION | \$                    | 2,400.00  |
| SHOULDER IMPLANTS AND DISPOABLES   | \$                    | 14,752.00 |
| ACL IMPLANTS AND DISPOSABLES       | \$                    | 3,851.00  |
| ARTHROSCOPY PUMP                   | \$                    | 2,440.00  |
| SHAVER SYSTEM                      | \$                    | 2,760.00  |
| TOTAL IMPLANTS AND DISPOSABLES     | \$                    | 26,203.00 |

| ARTHREX QUOTE TOTAL | \$ | 83,815.10 |
|---------------------|----|-----------|
|---------------------|----|-----------|

## Arthrex Shoulder Equipment

| Part #    | Description                             | Qty | <u>List</u>    | Cost        |    | Total     |
|-----------|---|-----|----------------|-------------|----|-----------|
| AR12540   | Looped Suture Grasper                   | 1   | \$<br>1,465.00 | \$ 1,025.00 | \$ | 1,025.00  |
| AR1305    | Single Hole Knot Pusher                 | 1   | \$<br>643.00   | \$ 450.00   | \$ | 450.00    |
| AR1342-15 | Arthroscopic Tissue Elevator, 15 Degree | 1   | \$<br>443.00   | \$ 310.00   | \$ | 310.00    |
| AR1342-30 | Arthroscopic Tissue Elevator, 30 Degree | 1   | \$<br>443.00   | \$ 310.00   | \$ | 310.00    |
| AR21020   | Ring Curette                            | 1   | \$<br>540.00   | \$ 378.00   | \$ | 378.00    |
| AR4130    | Ball Rasp                               | 1   | \$<br>488.00   | \$ 341.00   | \$ | 341.00    |
| AR1312    | Glennoid Rasp                           | 1   | \$<br>493.00   | \$ 345.00   | \$ | 345.00    |
| AR1312-90 | Bankart Rasp                            | 1   | \$<br>493.00   | \$ 345.00   | \$ | 345.00    |
| AR5008    | Arthroscopic Shoulder Probe             | 1   | \$<br>143.00   | \$ 100.00   | \$ | 100.00    |
| AR6531    | Gold Obturator for AR6530 Cannula       | 1   | \$<br>536.00   | \$ 375.00   | \$ | 375.00    |
| AR6541    | Blue Obturator for AR6540 Cannula       | 1   | \$<br>536.00   | \$ 375.00   | \$ | 375.00    |
| AR6549    | Purple Obturator for AR6570 Cannula     | 1   | \$<br>536.00   | \$ 375.00   | \$ | 375.00    |
| AR1927PB  | Anchor Punch                            | 1   | \$<br>272.00   | \$ 190.00   | \$ | 190.00    |
| AR1927CTB | FT Bio-Corkscrew Tap                    | 1   | \$<br>707.00   | \$ 495.00   | \$ | 495.00    |
| AR1922P   | 4.5MM Punch                             | 1   | \$<br>272.00   | \$ 190.00   | \$ | 190.00    |
| AR2324PTB | 4.75MM Punch/Tap                        | 1   | \$<br>708.00   | \$ 495.00   | \$ | 495.00    |
| AR13970SR | King Fisher Grasper                     | 1   | \$<br>2,136.00 | \$1,495.00  | \$ | 1,495.00  |
| AR13975SR | FiberWire Suture Grasper                | 1   | \$<br>2,136.00 | \$1,495.00  | \$ | 1,495.00  |
| AR1934R   | 2.9 & 3.0 Offset Guide                  | 1   | \$<br>529.00   | \$ 370.00   | \$ | 370.00    |
| AR8402C   | Sterilization case                      | 1   | \$<br>1,500.00 | \$ 1,050.00 | \$ | 1,050.00  |
| AR3025    | Wissinger Rod, 4.0 mm                   | 1   | \$<br>143.00   | \$ 100.00   | 49 | 100.00    |
| AR3026    | Extra Long Switching Stick, 4.0 mm      | 2   | \$<br>186.00   | \$ 130.00   | \$ | 260.00    |
| AR11890   | BirdBeak Suture Passer, 22 degree       | 1   | \$<br>1,500.00 | \$1,050.00  | \$ | 1,050.00  |
| AR11800   | BirdBeak Suture Passer, 45 degree       | 1   | \$<br>1,500.00 | \$1,050.00  | \$ | 1,050.00  |
| AR2167-2  | Penetrator Suture Passer                | 1   | \$<br>1,643.00 | \$1,150.00  | \$ | 1,150.00  |
| AR-12140  | Scissor, Serrated                       | 1   | \$<br>1,422.00 | \$ 995.00   | \$ | 995.00    |
| AR12250   | Suture Cutter                           | 1   | \$<br>1,500.00 | \$1,050.00  | \$ | 1,050.00  |
| AR11794L  | Flush Cutter Suture Cutter              | 1   | \$<br>1,500.00 | \$1,050.00  | \$ | 1,050.00  |
| AR13250   | FiberTape Cutter                        | 1   | \$<br>1,500.00 | \$1,050.00  | \$ | 1,050.00  |
| AR13960SR | Rotator Cuff Grasper                    | 1   | \$<br>1,422.00 | \$ 995.00   | \$ | 995.00    |
|           | Total                                   |     |                |             | \$ | 19,259.00 |

### Shoulder Implants and Disposables

| Part #       | Description  | <u>Qtv</u><br>Each | Qty in Boxes | List Price | Stocking Price | Stocking Total |
|--------------|--|--------------------|--------------|------------|----------------|----------------|
| AR-1680BC    | 8X12 TENODESIS SCREW                               | 2                  | 2            | \$ 450.00  | \$ 315.00      | \$ 630.00      |
| AR6530       | 8.25 x 7 Twist-in Cannula, bx/5                    | 5                  | 1            | \$ 36.00   | \$ 25.00       | \$ 125.00      |
| AR6540       | 8.25 x 9 Twist-in Cannula, bx/5                    | 5                  | 1            | \$ 36.00   | \$ 25.00       | \$ 125.00      |
| AR6548       | 5 x 7 Low Profile Cannula                          | 5                  | 1            | \$ 36.00   | \$ 25.00       | \$ 125.00      |
| AR6570       | 7 x 7 Twist-in Cannula, bx/5                       | 5                  | 1            | \$ 36,00   | \$ 25.00       | \$ 125.00      |
| AR6592-08-20 | 8 X 20 MM PASSPORT, 5 BOX                          | 5                  | 1            | \$ 46.00   | \$ 32.00       | \$ 160.00      |
| AR6592-08-30 | 8 X 30 MM PASSPORT, 5/BOX                          | 5                  | 1            | \$ 46.00   | \$ 32.00       | \$ 160.00      |
| AR6592-08-40 | 8 X 40 MM PASSPORT, 5/BOX                          | 5                  | 1            | \$ 46.00   | \$ 32.00       | \$ 160.00      |
| AR4068-25TR  | Suture Lasso, 25 Tight Curve, Right                | 2                  | 2            | \$ 200.00  | \$ 140.00      | \$ 280.00      |
|              | Suture Lasso, 25 Tight Curve, Kight                | 2                  | 2            | \$ 200.00  | \$ 140.00      | \$ 280.00      |
| AR4068-25TL  | Suture Lasso, 45 Curve, L Curved, SD               | 2                  | 2            | \$ 200.00  | \$ 140.00      | \$ 280.00      |
| AR4068-45L   | Suture Lasso, 45 Curve, E Curved, SD               | 2                  | 2            | \$ 200.00  | \$ 140.00      | \$ 280.00      |
| AR4068-45R   |  | 2                  | 2            | \$ 200.00  | \$ 140.00      | \$ 280.00      |
| AR4068-90R   | Suture Lasso, 90 degree R Curved, SD               | 2                  | 2            | \$ 200.00  | \$ 140.00      | \$ 280.00      |
| AR4068-90L   | Suture Lasso, 90 degree L Curved, SD               | 2                  | 2            | \$ 200.00  | \$ 140.00      | \$ 280.00      |
| AR4068C      | Crescent Suture Lasso                              | 5                  | 1            | \$ 486.00  | \$ 340.00      | \$ 1,700.00    |
|              | Bio-SutureTak 3.0 mm, Double Loaded, 5/bx          | 5                  | 5            | \$ 229.00  | \$ 160.00      | \$ 800.00      |
| AR1934DS-2   | Blo-SutureTak Disposable Kit                       | 1                  | 1            | \$ 279.00  | \$ 195.00      | \$ 195.00      |
| AR1934PI-30  | Percutaeous Kit for 3.0 SutureTak                  |                    | 1            | \$ 486.00  | \$ 340.00      | \$ 1,700.00    |
| AR1927BCF-3  | 5.5 mm FT BioComposite Corkscrew Triple Play, 5/bx | 5                  | <u> </u>     | -          |                | \$ 1,625.00    |
| AR1927BCF    | 5.5 mm FT BioComposite Corkscrew, 5/bx             | 5                  | 1            | \$ 465.00  | <u> </u>       | \$ 1,900.00    |
| AR2323BCC    | 5.5 mm BioComposite SwivelLock 5/bx                | 5                  | 1            | \$ 543.00  | <u> </u>       |                |
| AR2324BCC    | 4.75 mm BioComposite SwivelLock 5/bx               | 5                  | 1            | \$ 543.00  | \$ 380.00      | \$ 1,900.00    |
| AR7200       | FiberWire w/ Tapered Needle                        | 12                 | 11           | \$ 26.50   | \$ 18.50       | \$ 222.00      |
| AR7235       | Fiber Link, 12/bx                                  | 12                 | 1_1_         | \$ 71.50   | \$ 50.00       | \$ 600.00      |
| AR7237-7     | FiberTape, 6/bx                                    | 6                  | 1            | \$ 64.60   | \$ 45.00       | \$ 270.00      |
| AR7237-7T    | TigerTape, 6/bx                                    | 6                  | 1            | \$ 64.50   | \$ 45.00       | \$ 270.00      |
|              | Total  | _                  |              |            |                | \$ 14,752.00   |

| ARTHREX LA | TERAL SHOULDER DISTRACTION UNIT (AKA: FISHINF P | OLE) | Qty in       |            |                |             |
|------------|---|------|--------------|------------|----------------|-------------|
| Part #     | Description                                     | Each | <u>Boxes</u> | List Price | Stocking Price |             |
| AR-1606V   | STaR SLEEVE, 6/BOX                              | 24   | 4            | \$ 143.00  | \$ 100.00      | \$ 2,400.00 |
| AR-1600M   | 3-POINT LATERAL DISTRACTION UNIT                | 1 1  | 1            |            | \$ 4,200.00    | N/C         |
| WK-1000IAI | (FREE WITH PURCHSE OF 4BX STAR SLEEVES)         |      | i i          |            |                |             |

### Arthrex RetroConstruction ACL/PCL System

| Part #      | Description  | Qty. | <u>List</u>    | <u>Unit</u>  | _   | xt Price |
|-------------|--|------|----------------|--------------|-----|----------|
| AR-1510H    | ACL FRAME GUIDE ASSEMBLY                               | 1_   | \$<br>643.00   | \$<br>450.00 |     | 450.00   |
| AR-1778R-24 | RETROCONSTRUCTION GUIDE GRADUATED DRILL SLEEVE, 2.4 MM | 1_   | \$<br>393.00   | \$<br>275.00 |     | 275.00   |
| AR-1204FDS  | 3.5MM DRILL SLEEVE FOR FLIP CUTTER, STEPPED            | 1    | \$<br>198.00   | \$<br>138.00 |     | 138.00   |
| AR-1778-30  | 3.0MM DRILL SLEEVE FOR RETRO DRILL                     | 1    | \$<br>393.00   | \$<br>275.00 | \$  | 275.00   |
| AR-1510FR   | CONTOURED FOOTPRINT FEMORAL ACL GUIDE, RIGHT           | 1    | \$<br>780.00   | \$<br>546.00 | \$  | 546.00   |
| AR-1510FL   | CONTOURED FOOTPRINT FEMORAL ACL GUIDE, LEFT            | 1    | \$<br>780.00   | \$<br>546.00 | \$  | 546.00   |
| AR-1510T    | TIBIAL ARM, FLIPCUTTER GUIDE                           | 1    | \$<br>523.00   | \$<br>366.00 |     | 366.00   |
| AR-1510M    | MULTI USE, HOOK ARM                                    | 1    | \$<br>593.00   | \$<br>415.00 | \$  | 415.00   |
| AR-1510PTR  | TIBIAL PCL, HOOK ARM Right                             | 1    | \$<br>942.00   | \$<br>659.00 | \$  | 659.00   |
| AR-1510PTL  | TIBIAL PCL, HOOK ARM Left                              | 1    | \$<br>942.00   | \$<br>659.00 | \$  | 659.00   |
| AR-1510R    | RETRO DRILL MARKING HOOK                               | 1    | \$<br>1,122.00 | \$<br>785.00 | \$  | 785.00   |
| AR-1510C    | RETROCONSTRUCTION DRILL GUIDE SYSTEM INSTR CASE        | 1    | \$<br>999.00   | \$<br>699.00 | \$  | 699.00   |
| AR1278L     | Hamstring Graft Harvester, Closed                      | 1    | \$<br>713.00   | \$<br>713.00 |     | 713.00   |
| AR-1278PL   | Hamstring Graft Harvester, Open                        | 1    | \$<br>850.00   | \$<br>595.00 | -   | 595.00   |
| AR1800-04   | TransPortal Femoral Guide, 4 mm                        | 1    | \$<br>1,250.00 | \$<br>875.00 | \$  | 875.00   |
| AR1800-05   | TransPortal Femoral Guide, 5 mm                        | 1    | \$<br>1,250.00 | \$<br>875.00 |     | 875.00   |
| AR1800-06   | TransPortal Femoral Guide, 6 mm                        | 1    | \$<br>1,250.00 | \$<br>875.00 | -   | 875.00   |
| AR1800-07   | TransPortal Femoral Guide, 7 mm                        | 1    | \$<br>1,250.00 | \$<br>875.00 | -   | 875.00   |
| AR1997CT-07 | 7mm Tap  | 1    | \$<br>429.00   | \$<br>300.00 | -   | 300.00   |
| AR1997CT-08 | 8mm Tap  | 1    | \$<br>429.00   | \$<br>300.00 | \$  | 300.00   |
| AR1997CT-09 | 9mm Tap  | 1    | \$<br>429.00   | \$<br>300.00 | \$  | 300.00   |
| AR1997CT-10 | 10mm Tap   | 1    | \$<br>429.00   | \$<br>300.00 | \$  | 300.00   |
| AR1843BT    | RetroScrew Notcher                                     | 1    | \$<br>743.00   | \$<br>520.00 | \$  | 520.00   |
| AR-1996CD-1 | BioComposite Interf Screw Screwdriver Tip              | 1    | \$<br>715.00   | \$<br>500.00 | \$  | 500.00   |
|             | Total  |      |                |              | \$1 | 2,841.00 |

### ACL IMPLANTS AND DISPOSABLES

| Part #      | Description                      | Qty. | List Price | Stocking Price | <u>Price</u> |
|-------------|----------------------------------|------|------------|----------------|--------------|
| AR1249      | Bio-Screw Guide Wire, 6ea.       | 6    | \$ 30.00   | \$ 21.00       | \$ 126.00    |
| AR6565      | Shoehorn Cannula, 5/bx           | 5    | \$ 36.00   | \$ 25.00       | \$ 125.00    |
| AR1380      | Interference Screw, 8x20         | 1    | \$ 136.00  | \$ 95.00       | \$ 95.00     |
| AR1381      | Interference Screw, 8x25         | 1    | \$ 136.00  | \$ 95.00       | \$ 95.00     |
| AR1390      | Interference Screw, 9x20         | 1    | \$ 136.00  | \$ 95.00       | \$ 95.00     |
| AR1391      | Interference Screw, 9x25         | 1    | \$ 136.00  | \$ 95.00       | \$ 95.00     |
| AR1400      | Interference Screw, 10x20        | 1    | \$ 136.00  | \$ 95.00       | \$ 95.00     |
| AR1401      | Interference Screw, 10x25        | 1    | \$ 136.00  | \$ 95.00       | \$ 95.00     |
| AR-1595T    | ACL TightRope Dill Pin II        | 2    | \$ 140.00  | \$ 115.00      | \$ 230.00    |
| AR-1588T    | ACL TightRope                    | 2    | \$ 393.00  | \$ 275.00      | \$ 550.00    |
| AR-1370C    | 7 x 23 BioComposite Screw        | 1    | \$ 322.00  | \$ 225.00      | \$ 225.00    |
| AR-1380C    | 8 x 23 BioComposite Screw        | 1    | \$ 322.00  | \$ 225.00      | \$ 225.00    |
| AR-1390C    | 9 x 23 BioComposite Screw        | 1    | \$ 322.00  | \$ 225.00      | \$ 225.00    |
| AR-1400C    | 10 x 23 BioComposite Screw       | 1    | \$ 322.00  | \$ 225.00      | \$ 225.00    |
| AR-1370TC   | 7 x 28 BioComposite Screw        | 1    | \$ 322.00  | \$ 225.00      | \$ 225.00    |
| AR-5028C-08 | 8 x 28 BioComposite Delta Screw  | 1    | \$ 322.00  | \$ 225.00      | \$ 225.00    |
| AR-5028C-09 | 9 x 28 BioComposite Delta Screw  | 1    | \$ 322.00  | \$ 225.00      | \$ 225.00    |
| AR-5028C-10 | 10 x 28 BioComposite Delt Screw  | 1    | \$ 322.00  | \$ 225.00      | \$ 225.00    |
| AR-5028C-11 | 11 x 28 BioComposite Delta Screw | 1    | \$ 322.00  | \$ 225.00      | \$ 225.00    |
| AR-1404TC   | 12 X 28 BioComposite Scew        | 1    | \$ 322.00  | \$ 225.00      | \$ 225.00    |
|             | Total                            |      |            |                | \$3,851.00   |

### Arthrex Arthroscopy Instruments

| Part #     | Description  | Qty | List Price  | Unit Price | Ext. Price   |
|------------|--|-----|-------------|------------|--------------|
| AR-11000   | STANDARD PUNCH, STR, 2.75                                    | 2   | \$ 1,422.00 | \$ 782.10  | \$ 1,564.20  |
| AR-12300   | MED PUNCH, STR, 3.4  | 2   | \$ 1,422.00 | \$ 782.10  | \$ 1,564.20  |
| AR-11500NR | SMALL GRASPER  | 2   | \$ 1,422.00 | \$ 782.10  | \$ 1,564.20  |
| AR-12600NR | MED TOOTHED GRASPER  | 2   | \$ 1,422.00 | \$ 782.10  | \$ 1,564.20  |
| AR-11040   | WideBiter Punch 2.75 mm Straight Shaft, Straight Tip         | 2   | \$ 1,422.00 | \$ 782.10  | \$ 1,564.20  |
| AR-11041   | WideBiter Punch 2.75 mm 15° Up Curved Shaft, Straight Tip    | 2   | \$ 1,422.00 | \$ 782.10  | \$ 1,564.20  |
| AR-11042   | WideBiter Punch 2.75 mm 30° Right Curved Shaft, Straight Tip | 2   | \$ 1,422.00 | \$ 782.10  | \$ 1,564.20  |
| AR-11043   | WideBiter Punch 2.75 mm 30° Left Curved Shaft, Straight Tip  | 2   | \$ 1,422.00 | \$ 782.10  | \$ 1,564.20  |
| AR-11240   | WideBiter Punch 2.75 mm Straight Shaft, 15° Up Tip           | 2   | \$ 1,422.00 | \$ 782.10  | \$ 1,564.20  |
| AR-11912   | Rotary WideBiter Punch 2.75 mm Straight Shaft, 90° Right Tip | 1   | \$ 1,422.00 | \$ 782.10  | \$ 782.10    |
| AR-11913   | Rotary WideBiter Punch 2.75 mm Straight Shaft, 90° Left Tip  | 1   | \$ 1,422.00 | \$ 782.10  | \$ 782.10    |
| AR-12530   | BACKBITER  | 1   | \$ 1,422.00 | \$ 782.10  | \$ 782.10    |
| AR-2180    | 16 SLOT STERILIZATION CASE                                   | 2   | \$ 708.00   | \$ 495.00  | \$ 990.00    |
|            | Total  |     |             |            | \$ 17,414.10 |

### **Arthrex Arthroscopy Pump**

With the purchase of the qualifying tubing order below, Arthrex will provide TWO Pumps at no c (Contract included in this email)

| Part #  | Description                                   | Qty | Lis | t Price | <u>Uni</u> | t Price |
|---------|---|-----|-----|---------|------------|---------|
| AR-6410 | One Piece Arthroscopy Pump Tubing Set, 10/Box | 40  | \$  | 87.50   | \$         | 61.00   |
|         | Total   |     |     |         |            |         |

harge.

| E  | xt. Price |
|----|-----------|
| \$ | 2,440.00  |
| \$ | 2,440.00  |

### **Arthrex Shaver System**

For the qualifying purchase of the Shaver Blades listed below, Arthrex will provide the follow (Contract included with this email)

### No Charge Capital Equipment:

| Part #   | Description                           | Qty | List Price   | <b>Ext List Price</b> |
|----------|---------------------------------------|-----|--------------|-----------------------|
| AR-8300  | APS II Shaver Control Console         | 1   | \$ 6,179.00  | \$ 6,179.00           |
| AR-8310  | APS II Shaver Foot Switch             | 1   | \$ 2,429.00  | \$ 2,429.00           |
| AR-8330H | APS II Shaver Handpiece, Hand Control | 3   | \$ 10,708.00 | \$ 32,124.00          |

### Shaver Blades and Burrs:

|            |                              |     | List Price |       | Ext List     |
|------------|------------------------------|-----|------------|-------|--------------|
| Part #     | Description                  | Qty |            | Ea    | <u>Price</u> |
| AR-8400ST  | 4.0 Saber, BX/5              | 10  | \$         | 85.00 | \$<br>850.00 |
| AR-8400CST | 4.0 Curved Saber, BX/5       | 5   | \$         | 95.00 | \$<br>475.00 |
| AR-8400EX  | 4.0 Excaliber, BX/5          | 10  | \$         | 85.00 | \$<br>850.00 |
| AR-8400BC  | 4.0 Bone Cutter, BX/5        | 5   | \$         | 95.00 | \$<br>475.00 |
| AR-8550EX  | 5.5 Excaliber, BX/5          | 5   | \$         | 85.00 | \$<br>425.00 |
| AR-8550BC  | 5.5 Bone Cutter, BX/5        | 10  | \$         | 95.00 | \$<br>950.00 |
| AR-8550OBT | 5.5 12 Flute Oval Burr, BX/5 | 10  | \$         | 85.00 | \$<br>850.00 |
| AR-8400RBE | 4.0 8 Flute Round Burr, BX/5 | 5   | \$         | 85.00 | \$<br>425.00 |
|            | Total                        |     |            |       |              |

### ring at no charge:

| Unit Price | Ext. Price |
|------------|------------|
| No Charge  | No Charge  |
| No Charge  | No Charge  |
| No Charge  | No Charge  |

| Unit | Price | Ext | . Price  |
|------|-------|-----|----------|
| \$   | 44.25 | \$  | 442.50   |
| \$   | 49.50 | \$  | 247.50   |
| \$   | 44.25 | \$  | 442.50   |
| \$   | 49.50 | \$  | 247.50   |
| \$   | 44.25 | \$  | 221.25   |
| \$   | 49.50 | \$  | 495.00   |
| \$   | 44.25 | \$  | 442.50   |
| \$   | 44.25 | \$  | 221.25   |
|      |       | \$  | 2,760.00 |

# THIS SHEET INTENTIONALLY LEFT BLANK

### Barry G. Miller & Associates, Inc. 3450 Palmer Drive, Suite 4-278 Cameron Park, CA 95682 (916) 745-4533

October 29, 2013

Mr. John Halfen Ms. Georgan Stottlemyre Ms. Carrie Petersen Northern Inyo Hospital 150 Pioneer Lane Bishop, CA 93514-2599

Dear John, Georgan & Carrie:

I have attached your health plan renewal report for plan year 2014. This health plan report includes:

- Annual financial totals;
- Claims rates year by year dating back to when we started working with you in 1996;
- Large claims reports;
- Current and renewal rate options;
- Pinnacle Claims Management's administration renewal letter and agreement (requiring signature);
- Sun Life's renewal proposal (requiring signature).

This year, our actual paid claims through September are \$2,365,910 vs. an aggregate ceiling of \$4,526,123 resulting in an overall 40% savings of \$2,160,213. There were 11 large claims, i.e. those exceeding \$45,000, or approximately half our \$90,000 deductible, representing 49.3% of total claims through September 30th. Of these 11 claims, five exceeded \$90,000. There are 21 claimants in utilization review with 20 remaining active. We have received \$230,775 (reinsurance reimbursements) to date with an additional \$49,361 pending. Just in the last two plan years, we received \$885,737 in specific reimbursements.

Note your overall claims to date this year decreased to \$898.90 per employee per month vs. last year's \$1,032.59 per employee per month, a decrease of 13%.

Through a series of back and forth negotiations, we were able to lower the current reinsurer's (Sun Life) rates down from an initial 20% increase on the specific stop-loss to a 15% increase for the current specific deductible of \$90,000, as shown on page 6. Sun Life also showed higher deductible options of \$95,000 which would reduce the increase to 12% and \$100,000 which would reduce the increase to 10% over the current plan year. Each year, along with negotiating with your current reinsurer, we search a variety of the competitive outside reinsurers. This year, we had five stop-loss companies decline to quote due to the inability to show competitive rates and the overall large number of high dollar claimants. One carrier provided us with a proposal, but it was 40% higher than current.

This year, all of our stop-loss companies have allowed for medical trend and market conditions as well as the current economical conditions. I would suggest choosing one of the higher specific deductibles (i.e. \$95,000 or \$100,000) for the new plan year to help offset the increase in premium. Please choose a specific deductible on Sun Life's renewal proposal, sign on pages 16 and 18 and return to me for processing along with the signed Pinnacle Claims Management administration agreement.

If you have questions after reviewing our report, please call. We're looking forward to working with you again this year.

Regards

Barry Miller

Terri Zinchiak

BGM:tz Attachments

### Northern Inyo Hospital Health Plan Renewal Report

Barry G. Miller & Associates License #0B20769 October 29, 2013

### NORTHERN INYO HOSPITAL RENEWAL REPORT TABLE OF CONTENTS

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### NORTHERN INYO HOSPITAL Current Year-to-Date Totals Plan Year 2013 January 1, 2013 – September 30, 2013

|                              | Current<br><u>Maximum Liability</u> | Actual<br>Costs | Percentage of Total |
|------------------------------|-------------------------------------|-----------------|---------------------|
| Claims:                      | \$4,526,123                         | \$2,365,910     | 84.7%               |
| Stop-Loss Premiums:          | \$ 19,325                           | \$ 19,325       | .4%                 |
| Individual Stop-Loss:        | \$ 670,749                          | \$ 670,749      | 12.6%               |
| Administration:              | \$ 107,237                          | \$ 107,237      | 2.0%                |
| ASO Fees:                    | \$ 17,766                           | \$ 17,766       | .3%                 |
| TOTALS                       | \$5,341,200                         | \$3,180,987     | 100%                |
| Dollar Savings (Nine Months) |                                     | \$2,160,213     |                     |
| Percentage Savings           |                                     |                 | 40%                 |

### Assumptions:

Current Worst Case aggregate claims liability was calculated using the actual aggregate for the first nine months.

Actual paid claims were calculated using nine months of claims minus specific reimbursements of \$230,775.

Stop-loss and individual stop-loss premiums were based on actual premiums paid over nine months and assumes counts of 1,348 single employees and 1,616 families for the months of January through September 2013.

Administration was based on actual employee counts for nine months of 1,348 singles and 1,616 families.

### **NORTHERN INYO HOSPITAL**

Claims Comparison by Plan Year

| <u>Plan Year</u>             | Total Annual Claims | Average<br><u>Monthly Claims</u> | Average Claims Per Employee |
|------------------------------|---------------------|----------------------------------|-----------------------------|
| 1996-97                      | \$ 715,755          | \$ 62,239                        | \$ 327.57                   |
| 1997-98 (JanDec.)            | \$ 697,224          | \$ 73,392                        | \$ 365.13                   |
| 1998-99 (Jan. 98-March 99)   | \$ 849,624          | \$ 70,802                        | \$ 317.50                   |
| 1999-00 (Jan. 99 -March 00)  | \$1,080,348         | \$ 99,029                        | \$ 444.08                   |
| 2000-01 (Jan. 00 – March 01) | \$1,363,511         | \$113,626                        | \$ 465.68                   |
| 2001-02 (Jan. 01 — Mar. 02)  | \$1,500,462         | \$125,039                        | \$ 529.83 +14%              |
| 2002-03 (Jan. 02 — Mar. 03)  | \$2,037,981         | \$169,832                        | \$ 696.03 +31%              |
| 2003-04 (Jan. 03 — Mar. 04)  | \$1,829,263         | <b>\$154,239</b>                 | \$ 621.93 - 11%             |
| 2004-05 (Jan. 04 – Mar. 05)  | \$2,622,830         | \$218,569                        | \$ 827.91 + 33%             |
| 2005-06 (Jan. 05 — Mar. 06)  | \$2,257,946         | \$188,162                        | \$ 704.73 — 15%             |
| 2006-07 (Jan. 06 – Mar. 07)  | \$2,453,238         | \$204,437                        | \$ 759.99 + 7.8%            |
| 2007-08 (Jan. 07 – Mar. 08)  | \$2,486,818         | \$207,235                        | \$ 790.97 + 4%              |
| 2008-09 (Jan. 08 — Mar. 09)  | \$2,929,998         | \$244,167                        | \$ 894.38 + 13%             |
| 2009-10 (Jan. 09 – Mar. 10)  | \$3,522,642         | \$293,554                        | \$1,001.89 +12%             |
| 2010-11 (Jan. 10 – Mar. 11)  | \$3,426,479         | \$285,540                        | \$ 964.66 - 4%              |
| 2011-12 (Jan. 11 – Mar. 12)  | \$3,642,654         | \$303,555                        | \$1,018.64 + 6.3%           |
| 2012-13 (Jan. 12 – Mar. 13)  | \$3,828,835         | \$319,070                        | \$1,032.59 + 1.4%           |
| 2012-14 (Jan. 13 – Sept. 13) | \$2,365,910         | \$295,739                        | \$ 898.90 - 13%             |

<sup>\*</sup> Numbers based on actual claims experience and employee counts. Current year is calculated based on eight months of mature claims (12/15 contract).

### Specific Reinsurance Summary

Employer
Reinsurance Carrier Sur
Stop Loss Retention \$90

Northern Inyo Hospital
ler Sun Life Assurance Company of Canada
lon \$90,000.00
10/03/13

Stop Loss Retention \$90,000.00
Date Revised 10/03/13

Claimant Nan

Policy Period Jan-2013-Dec 2013
Benefit Type Med, Rx
Contract Type 1-12, P-15 Gapless



| Comment                                | 50%/Initial/S              | 50% & Initi       | 50% Notifica | 50% Notifica | 50%/Initial/S              | Under 50'    | 50% Notifice | 50% & Init   | 50% Notifice | 50% Notifice  | 50% Notifice |
|--|----------------------------|-------------------|--------------|--------------|----------------------------|--------------|--------------|--------------|--------------|---------------|--------------|
| Balance Due                            |                            | 141.36            | ķ            | ř            | 49,220.12                  | 23           | 1            | ι            | 9,407        | 3             | Ť            |
| Ba                                     | 49                         | 69                | ↔            | 69           | ↔                          | 69-          | (A)          | 69           | 69           | 69            | €9           |
| Total<br>Reimbursed                    | \$ 87,150.52               | \$28,209.71       | ı            | •            | 83,485.08                  | 1            | 1            | 31,929.54    | t            | 1             | ı            |
|  | 69                         |                   | 69           | 69           | €9                         | ₩            | €9-          | ↔            | €9-          | ₩             | ₩            |
| Not Covered                            | 9                          | 5001              | ŭ.           | *            | 9.5                        | ****         | 83           | •            | E            | à             | Ĭ            |
| NON NO                                 | ↔                          | ↔                 | 69           | 69           | 69                         | ₩            | ₩.           | 49           | ₩            | ₩             | 49           |
| Total<br>Submitted<br>Less Spec<br>Ded | \$ 87,150.38               | 28,351.08         | 1            | 1            | \$ 132,705.20              | ,            | t            | 31,928.93    | 1            | 1             | ı            |
| S L                                    |                            | €9-               | ↔            | €9           | ₩                          | ₩            | €9           | 69           | 69           | ↔             | 69           |
| Less 20%<br>Paid<br>Domestic           | 42,186.45                  | 423.94            | 11,368.62    | 17,842.64    | 41,849.96                  | 10,046.70    | 13,986.59    | 483.51       | 375.36       | 1,102.19      | 208.80       |
|  | 69                         | 69                | 49           | ₩.           | 69                         | 69           | 4            | ₩            | ₩            | ₩             | 49           |
| Total Paid<br>Domestic                 | \$ 210,932.24 \$ 42,186.45 | 2,119.68          | 56,843.08    | 89,213.18 \$ | \$ 209,249.80 \$ 41,849.96 | 50,233.48    | 69,932.91    | 2,417.53     | 1,876.76     | 5,510.94      | 1,043.97 \$  |
|  | ₩ ↔                        | ₩.                | 69           | 4            | 69                         | €            | ₩            | €9           | 69           | €9            | ₩            |
| Advanced<br>Funding                    | ·                          | і<br><del>6</del> | £.           | t:<br>€      | €                          | €            | 69           | 69           | <u>1</u>     | 69            | €9           |
|  | Ω.                         | 2                 | 65           | 9            | 9                          | 2            | 62           | 2            | 98           | 88            | 11           |
| Total<br>Paid Claims                   | 219,336.83                 | 118,775.02        | 61,976.93    | 94,689.16    | 264,555.16                 | 53,858.44    | 72,543.79    | 122,412.44   | 45,694.86    | 63,769.98     | 49,814.71    |
| TOTAL BASSESSE                         | €9                         | ₩                 | €9           | 4            | ₩.                         | 49           | 43           | ₩            | ↔            | ₩             | 69-          |
| Prognosis                              | Guarded                    | Fair              | Good         | Fair         | Guarded                    | Good         | G00d         | Stable       | Fair         | Stable        | Stable       |
| Group                                  | 02491                      | 02491             | 02491        | 02491        | 02491                      | 02491        | 02491        | 02491        | 02491        | 02491         | 02491        |
| Claimant ID<br>Number                  | W00312527-00               | W00223690-00      | W00243845-00 | W00250220-00 | W00012372-00               | W00092564-51 | W00066768-00 | W00066962-40 | W00058237-40 | W000085074-51 | W00067930-00 |
| me                                     |                            |                   |              |              |                            |              |              |              |              |               |              |

\$ 230,774.85 \$ 49,361.48

49

\$ 699,373.57 \$ 139,874.76 \$ 280,135.59

\$ 1,167,427.32 \$

**Grand Totals** 



Aggregate Summary 01/01/13 thru 12/31/13 Northern Inyo Hospital

\$2,365,909.66 \$2,365,909.66 \$2,365,909.66 \$2,365,909.66 \$1,454,004.44 \$1,712,513.18 \$1,969,741.65 \$2,365,909.66 \$2,365,909.66 \$2,365,909.66 \$183,890.28 \$575,773.26 \$930,173.65 \$1,291,647.24 \$34,925.18 Net Claims \$0.00 \$0.00 \$0.00 \$0.00 \$33,033.50 \$24,772.05 \$28,209.71 \$58,712.99 \$86,046.56 \$230,774.81 Reimbursement Specific \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$2,596,684.47 \$283,280.79 \$285,438.18 \$454,881.00 \$34,925.18 \$148,965.10 \$440,446.95 \$361,473.59 \$195,390.70 \$391,882.98 **Fotal Paid** Claims \$113,686.58 \$11,932.49 \$12,921.95 \$13,608.52 \$9,144.42 \$18,581.54 \$8,036.98 \$13,059.64 \$15,159.87 \$11,241.17 ž \$173,718.24 \$19,506.49 \$21,861.95 \$29,358.65 \$21,469.00 \$15,700.30 \$18,882.85 \$11,271.05 \$23,367.25 \$12,300.70 Dental \$1,289,671.05 \$0.00 \$0.00 \$0.00 \$0.00 \$128,146.40 \$0.00 \$0.00 \$199,921.18 \$272,490.49 \$47,616.71 \$260,274.29 \$99,006.54 \$173,941.78 \$97,306.57 \$10,967.09 Medical 80% Domestic \$1,612,088.81 \$59,520.89 \$13,708.86 \$217,427.23 \$121,633.21 \$160,183.00 \$325,342.86 \$123,758.18 \$249,901.47 \$340,613.11 Medical \$1,019,608.60 \$153,140.86 \$118,465.17 \$152,179.78 \$128,640.87 \$164,482.69 \$155,534.91 \$123,437.94 \$3,620.41 \$20,105.97 Foreign Medical \$985,564.00 \$1,489,034.00 \$1,994,023.00 \$2,497,493.00 \$3,003,891.00 \$3,507,251.00 \$4,016,687.00 \$4,526,123.00 \$4,526,123.00 \$4,526,123.00 \$4,526,123.00 \$488,170.00 Cumulative Agg Deductible \$0.00 \$0.00 \$0.00 \$509,436.00 \$503,360.00 \$509,436.00 \$497,394.00 \$503,470.00 \$504,989.00 \$503,470.00 \$506,398.00 \$488,170.00 Monthly Agg Deductible RunOut Dental Family 353 339 346 350 351 350 351 349 353 Rx Family Medical, 330 332 330 334 331 334 326 330 320 Aug-13 Sep-13 Feb-14 Jul-13 Oct-13 Nov-13 Dec-13 Jan-14 Mar-14 Mar-13 Apr-13 Jun-13 Jan-13 May-13 Month Feb-13

| Coverage Effective                       | January                            | January 1, 2013  | Average Number of Medical Employees<br>Average Number of Dental Employees                              | 330             |
|--|------------------------------------|------------------|--|-----------------|
| Aggregate Claim Factors Factors Include: | Medical, Dental & Rx<br>I-12/ P-15 |                  | Total Paid Claims  | \$ 2,596,684,47 |
| Med & Rx Family<br>Dental Family         | ю ю                                | 1,409.00         | Less Payments Outside the Aggregate Contract Less Specific Reimbursement Less Final Reimbursements Due | \$ 230,774.81   |
| ton ono Individual Expect   oce Pater    |                                    |                  | Net Claims   | \$ 2,365,909.66 |
| Factors Include:                         | Medical, Rx<br>I-12/ P-15          |                  | Annual Aggregate Deductible  | \$ 451,674.85   |
| Single<br>Family                         | <i>в</i> в                         | 133.94<br>303.34 | Cumulative Aggregate Deductible  | \$ 4,526,123.00 |
|  |                                    |                  | Net Claims less greater Deutchbie  | (-) (-) (-)     |

Enrollment changes will cause fluctuations on the life count reported.

Life count and claims paid dollars on this report reflects totals as of run date and is subject to change.



\$27,063.14 \$127,801.38 \$411,715.85 \$659,380.30 \$1,008,499.64

Net Claims

\$1,539,115.72

\$1,234,315.27

\$2,067,129.84

\$2,363,231.43

\$1,809,973.54

\$2,950,196.84

\$3,358,179.35 \$3,746,834.40 \$3,671,677.97 \$3,828,834.92

\$654,961.53

\$4,483,796.45

\$191,905.99

\$274,540.80

\$1,657,372.85

\$2,071,716.06

\$2,359,976.81

### Northern Inyo Hospital Aggregate Summary 01/01/12 thru 12/31/12

\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Reimbursement \$9,907.69 \$281,009.83 \$78,017.20 \$21,141.82 \$285.57 \$264,599.42 Specific \$235,174.15 \$27,063.14 \$100,738.24 \$283,914.47 \$247,664.46 \$349,119.34 \$225,815.62 \$304,800.45 \$270,857.82 \$267,063.99 \$317,243.41 \$587,250.97 \$688,992.35 \$388,655.04 \$189,442.99 **Fotal Paid** Claims \$0.00 \$11,420.72 \$21,397.55 \$0.00 \$17,166.60 \$20,714.47 \$14,640.34 \$12,059.60 \$12,928.04 \$12,679.54 \$14,644.69 \$14,893.91 \$14,804.87 \$15,206.82 \$9,348.84 S \$19,030.16 \$9,701.40 \$25,333.94 \$32,791.60 \$24,249.52 \$25,015.64 \$16,932.11 \$24,680.70 \$15,547.70 \$31,819.93 \$15,455.30 \$19,574.20 \$10,742.90 \$655.80 \$3,009.90 Dental \$154,314.85 \$50,365.46 \$158,582.63 \$106,050.14 \$163,081.39 \$1,672.75 \$17,024.86 \$81,203.45 \$96,451.75 \$45,153.10 \$191,624.65 \$191,265.60 \$104,436.02 \$125,799.94 \$170,346.25 Medical 80% Domestic \$239,082.00 \$62,956.83 \$198,228.29 \$157,249.92 \$132,562.68 \$203,851.74 \$2,090.94 \$21,281.07 \$101,504.31 \$192,893.56 \$130,545.03 \$212,932.81 120,564.69 56,441.38 239,530.81 Domestic Medical 69 ₩ \$36,981.89 \$54,206.18 \$112,123.63 \$134,463.60 \$164,728.65 143,634.09 40,539.60 \$152,752.82 \$143,877.71 \$109,477.52 \$113,036.81 \$483,865.08 \$393,909.41 \$4,268.27 272,111.55 Medical Foreign 69 69 69 \$932,226.00 \$1,863,364.00 \$1,399,268.00 \$2,328,988.00 \$2,796,140.00 \$4,223,462.00 \$5,681,124.00 Cumulative Agg \$465,294.00 \$3,264,820.00 \$3,741,140.00 \$4,704,256,00 \$5,191,162.00 Deductible \$480,794.00 Monthly Agg \$465,294.00 \$466,932.00 \$467,042.00 \$464,096.00 \$465,624.00 \$467,152.00 \$468,680.00 \$476,320.00 \$482,322.00 \$486,906.00 \$489,962.00 Deductible RunOut Dental Family 326 327 326 328 329 336 340 324 327 334 337 342 Rx Family Medical, 303 304 305 304 302 303 304 310 314 313 317 319 Aug-12 Feb-13 Mar-13 Dec-12 Month Jan-12 Mar-12 May-12 Jul-12 Sep-12 Nov-12 Feb-12 Apr-12 Jun-12 Oct-12 Jan-13

| Coverage Effective                    | January 1, 2012      | Average Number of Medical Employees          |                | 306               |
|---------------------------------------|----------------------|--|----------------|-------------------|
|                                       |                      | Average Number of Dental Employees           |                | 22.5              |
| Aggregate Claim Factors               |                      |  |                | - Co              |
| Factors Include:                      | Medical, Dental & Rx |  |                |                   |
| Contract Basis:                       | 1-12/ P-15           | Total Paid Claims                            | 4              | A 483 706 45      |
| Med & Rx Family                       | \$ 1,418.00          | Less Payments Outside the Aggregate Contract | € 6            | Ct Ob Coot's      |
| Dental Family                         | \$ 110.00            | Less Specific Reimbursement                  | ÷ +÷           | 654,961.53        |
|                                       |                      | Less Final Reimbursements Due                | €9             | 4,508.73          |
|                                       |                      | Net Claims                                   | 69             | 3.824.326.19      |
| \$90,000 Individual Excess Loss Rates |                      |  | •              |                   |
| Factors Include:                      | Medical, Rx          |  |                |                   |
| Contract Basis:                       | I-12/ P-15           | Annual Aggregate Deductible                  | 4              | 5 201 000 00      |
| Single                                | \$ 99.21             | Cumulative Aggregate Deductible              | → <del>(</del> | 5 681 124 00      |
| Family                                | \$ 224.69            |  | <b>→</b>       | 00:14:00:0        |
|                                       |                      | Net Claims less greater Deductible           | 49             | \$ (1,856,797,81) |

Enrollment changes will cause fluctuations on the life count reported.

Life count and claims paid dollars on this report reflects totals as of run date and is subject to change.

### NORTHERN INYO HOSPITAL

### **Reinsurance Renewal** 12/15 Contract effective January 1, 2014

|  | Current<br>\$90,000<br>Specific                | Negotiated<br>\$90,000<br>Renewal   | Optional<br>\$ 95,000<br>Renewal    | Optional<br>\$100,000<br>Specific   |
|--|--|-------------------------------------|-------------------------------------|-------------------------------------|
| Individual Stop-Loss:                  |  |                                     |                                     |                                     |
| Individual Stop-Loss Rates ** Sing Fan | gle \$ 133.94<br>nily \$ 303.34                | \$ 154.06<br>\$ 348.90              | \$ 150.04<br>\$ 339.80              | \$ 147.36<br>\$ 333.74              |
| Annual Premium                         | \$ 896,306                                     | \$1,030,932                         | \$1,004,040                         | \$986,126                           |
| Contract Basis<br>(Gapless/No Laser)   | 12/15  | 12/15                               | 12/15                               | 12/15                               |
| Administration: (claims processing     | 1)***  |                                     |                                     |                                     |
| Employee Composito                     |  | \$ 37.02                            | \$ 37.02                            | \$ 37.02                            |
| Annual                                 | \$ 143,273                                     | \$ 146,599                          | \$ 146,599                          | \$ 146,599                          |
| Aggregate Premium:                     |  |                                     |                                     |                                     |
| Employee Composite                     | e \$ 6 <b>.</b> 52                             | \$ 6.52                             | \$ 6.52                             | \$ 6.52                             |
| Annual                                 | \$ 25,819                                      | \$ 25,819                           | \$ 25,819                           | \$ 25,819                           |
| ASO Fees: Annual**                     | \$ 23,688                                      | \$ 23,688                           | \$ 23,688                           | \$ 23,688                           |
| Claims:                                |  |                                     |                                     |                                     |
| Aggregate Claims Rate Med<br>RX<br>Den | lical \$1,234.00<br>\$ 175.00<br>tal \$ 100.00 | \$1,370.00<br>\$ 85.00<br>\$ 110.00 | \$1,378.00<br>\$ 85.00<br>\$ 110.00 | \$1,386.00<br>\$ 85.00<br>\$ 110.00 |
| Contract Basis                         | 12/15  | 12/15                               | 12/15                               | 12/15                               |
| Annual Claims Maximum**                | \$6,015,240                                    | \$6,197,400                         | \$6,229,080                         | \$6,260,760                         |

Renewal shown on an incurred and paid (24/12) contract basis. Current and renewal annual premium based on 150 single employees and 180 family units. Specific coverage includes prescription drugs. ASO fee remains the same as last five plan years. Specific stop-loss contract is on a 12/15 gapless coverage basis with no lasers on any individuals. The original stop-loss increase, before negotiations, was 20%.

Medical, dental and RX administration.

### Renewal Costs (Reinsurance, Administration and Claims Costs) Annual Totals Sun Life Insurance Company Reinsurance Renewal 12/15 Contract

|   | Current<br>\$90,000<br>Specific | Negotiated<br>\$90,000<br><u>Renewal</u> | Optional<br>\$ 95,000<br><u>Renewal</u> | Optional<br>\$100,000<br>Specific |
|---|---------------------------------|--|---|-----------------------------------|
| Individual Stop-Loss:   | \$ 896,306                      | \$1,030,932                              | \$1,004,040                             | \$ 986,126                        |
| Administration:   | \$ 143,273                      | \$ 146,599                               | \$ 146,599                              | \$ 146,599                        |
| Aggregate Premium:  | \$ 25,819                       | \$ 25,819                                | \$ 25,819                               | \$ 25,819                         |
| ASO Fees:   | \$ 23,688                       | \$ 23,688                                | \$ 23,688                               | \$ 23,688                         |
| Annualized Current Claims:  | \$3,154,547                     | \$3,154,547                              | \$3,154,547                             | \$3,154,547                       |
| FIXED COSTS TOTAL  % Difference from Current Rates                                | \$1,089,086                     | \$1,227,038<br>+12.7%                    | \$1,200,146<br>+10.2%                   | \$1,182,232<br>+8.6%              |
| "Worst Case" Claims Liability:  | \$6,015,240                     | \$6,197,400                              | \$6,229,080                             | \$6,260,760                       |
| "Worst Case" Total Costs:   | \$7,104,326                     | \$7,424,438                              | \$7,429,226                             | \$7,442,992                       |
| TOTAL COSTS (If claims equal this plan year – \$3,154,547 – 12 mo. mature claims) | \$4,243,633                     | \$4,381,585                              | \$4,354,693                             | \$4,336,779                       |
| % Difference from Current   |                                 | +3.3%                                    | +2.6%                                   | +2.2%                             |

### Sun Life's Proposal Qualifications and Contingencies

Renewal acceptance is subject to possible revision based upon receipt and review of the following items:

Paid claims experience through 10/31/13 including monthly enrollment figures (received).

Updated shock loss information through 10/31/13. Shock loss information should include injuries, illnesses, diseases, diagnoses or other losses of the type which are reasonably likely to result in a significant medical expense claim or disability, regardless of current claim dollar amount.

Proposal assumes that benefits will be administered by Pinnacle Claims Management and that the Blue Cross Prudent Buyer network will be utilized.

Renewal rates assume the underlying plan was brought into compliance with the mandated health care reform (Affordable Care ACA) including, but not limited to no lifetime maximums and dependent age provisions.

Rates include the cost of increasing the annual maximum from \$2,000,000 to unlimited per the Affordable Care Act.

### Health Plans Surveyed

### **Insurance Company**

### Response

Sun Life Assurance Company

Shown in proposal

Cairnstone re

Declined to quote - not

competitive

Optum Health Unimerica

Declined to quote – rates 40%

higher than current

Zurich America

Declined to quote

Best re

Declined to quote - not

competitive

Munich Health

Declined to quote

HCC Life

Declined to quote

### Summary

- Total worst case liability for the first nine months of this year (January through September) is \$4,526,123. Actual costs, due to favorable claims experience (i.e. actual paid claims that are less than maximums), are \$2,365,910 total dollars. Thus, your costs are \$2,160,213 under your aggregate ceiling.
- ↓ Claims consume approximately 85% of total costs.
- ↓ Stop-loss premium expenses represent 12½% of total costs.
- Administration costs are 2% of total costs, much lower than if we were fully insured where administration would be more like 15-19%.
- ☐ Thus the <u>majority</u> of your plan costs are returned in benefits to your employees as opposed to "overhead" such as administration and reinsurance costs.
- → Medical/dental/RX claims per employee per month for nine months of this year are \$898.90 which is 13% lower than last year. Last year's claims were 1.4% over the prior year. Your highest claims year was last year's at \$1,032 per employee per month with this year's claims well under that figure.
- ★ The large claims report identifies eleven claimants. Remember, you are responsible for claims up to \$90,000; the reinsurance company, Sun Life, pays amounts above that. (We have asked Pinnacle to identify any claim once it hits 50% of the \$90,000 deductible so we can keep an eye on it.) Thus, we have five claims this year that has exceeded \$90,000 which, as of September 30th, was by \$230,775 with another \$49,361 pending. The highest claimant is currently at \$264,555 with the next highest at \$219,337. Note there is another six months of claims to consider as this is a 12/15 specific contract.

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### **CAPITAL EXPENDITURE BUDGET REQUEST**

| Department:<br>Requested by:                     | IT<br>Adam Taylor   | Budget year:<br>Estimated cost:<br>Requested<br>Priority: | 2013/2014<br>\$20,000.00 |
|--|---|---|--------------------------|
| GENERAL INFORMAT                                 | TION:   | r Honty.  | ,                        |
| Item description: Additional backup tape         | library   |   |                          |
| Purpose:<br>Current library is reach             | ing capacity.   |   |                          |
| Is this item required or If yes, please explain: | recommended by third-party or i<br>Yes ☐ No ☐   |   |                          |
| Is this item a replacem                          | ent item?<br>Yes ☐ No ☐   | ] N/A []  |                          |
|  | ed installation costs, site prepara<br>nal staffing requirements:   | ition, construction costs, add                            | ditional equipment or    |
| capacity for backups. 7                          | number of systems supported ov<br>This will also reduce weekly labor<br>or \$20K, but we need to increase | r cost by \$250.  | equires increased        |



### **SALES QUOTATION**

 QUOTE NO.
 ACCOUNT NO.
 DATE

 DTDH094
 9130691
 10/10/2013

BILL TO:

NORTHERN INYO HOSPITAL 150 PIONEER LN SHIP TO:

NORTHERN INYO HOSPITAL Attention To: RYAN MCVEITTY

150 PIONEER LN

Accounts Payable

BISHOP , CA 93514-2599

BISHOP, CA 93514-2599

Contact: JUSTIN

NORCROSS :760.873.2841

Customer Phone #760.873.5811

Customer P.O. # I80 BUNDLE QUOTE

| 111 | ACCOUNT MANA   |   | SHIPPING METHOD   |                         | RMS        | EXEMPTION CERTIFICATE           |
|-----|----------------|---|---|-------------------------|------------|---------------------------------|
|     | RYAN STULTS 87 |   | AIT - Deferred, 3-5 Days  | Net 30 Days-H           | -          |                                 |
| QTY | ITEM NO.       | D   | ESCRIPTION  |                         | UNIT PRICE | EXTENDED PRICE                  |
| 1   | 3016380        | QUANTUM SCAL<br>Mfg#: LSC18<br>Contract: MA   |   |                         | 16,040.00  | 16,040.00                       |
| 1   | 1994168        | Mfg#: SSC1S<br>Contract: MA   | QUANTUM PHONE-BASED INSTALL/TRAINING  Mfg#: SSC1S-NSYT-PB00  Contract: MARKET  Electronic distribution - NO MEDIA         |                         |            |                                 |
| 1   | 1976369        | Mfg#: SSC18<br>Contract: MA   | QUANTUM 1YR NBD GOLD SUP UPL F/ I80 1,224.11  Mfg#: SSC18-LS00-GN11  Contract: MARKET  Electronic distribution - NO MEDIA |                         |            |                                 |
| 2   | 2944535        | QUANTUM SCAL<br>Mfg#: LSC1S<br>Contract: MA   |   | 7,205.00                | 14,410.00  |                                 |
| 4   | 2529901        | QUANTUM 2M OPTICAL MULTIMODE CABLE  Mfg#: 3-03891-05  Contract: MARKET                |   |                         |            | 340.00                          |
| 1   | 1897826        | CISCO MDS 9124 8X4G FC SW SFP-W/8PT 1,417.50  Mfg#: M9124PL8-4G-AP=  Contract: MARKET |   |                         |            | 1,417.50                        |
|     |                |   |   | BTOTAL<br>REIGHT<br>TAX |            | 33,880.91<br>375.87<br>2,576.60 |
|     |                |   |   | 1777                    |            | US Currency                     |
|     |                |   |   |                         |            | OTAL \$\\ 36,833.38             |

CDW Government 230 North Milwaukee Ave. Vernon Hills, IL 60061

Fax: 312.705.9298

Please remit payment to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

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### Northern Inyo County Local Hospital District

150 Pioneer Lane Bishop, CA 93514 (760) 873-5811 www.nih.org

To:

**Board of Directors** 

From: Leon Freis, COO

Date: 12-5-2013

RE:

REPLACEMENT OF EEG EQUIPMENT

Current Nicolet EEG Machine purchased 2005. Not capable of interface or remote reading.

Proposed replacement:

Caldwell Easy III with accessories and licenses per quote attached:

NOT TO EXCEED

\$50,916.60

### Benefits:

- 1. During the past 12 months 41 EEG's were done generating \$22,728 in revenue. There are no cost of goods sold and other personnel costs are sunk costs. The rate of reimbursement for the revenue generated is not directly known, but at contractual allowances of 50%, cost recovery would be accomplished in approximately 4.5 years.
- 2. The new equipment would be readable remotely which would decrease our turnaround time for reading.

### **47CADAVELL**

CADWELL LABORATORIES, INC

909 North Kellogg Street, Kennewick, WA 99336

Phone: (800) 245 3001 or (509) 735 6481 Fax: (509) 783 6503

Customer #:

Ouote No.

Northern Inyo Hospital\_120213\_E3+QVMAMbPersyst

Persyst ICU Continuous Monitoring (CPA)

Persyst Ambulatory Pack

Name:

Northern Inyo Hospital

Address: 150 Pioneer Ln Clty, State, ZIP: Bishop CA 93514

Phone:

Fax:

Attn:

Email:

Qty

Sales Representative:

Method of Payment:

Jim Murri

08/23/13

\$2,000.00

12/02/13

N30

Prepared by: Betty Cooper

Date:

Cadwell Flex Ambulatory EEG 32 CH Recorder Q-Video Mobile Package for Current Easy III Customers Includes: Amb Recorder & pouch w/small & large waist belts, Amb EEG amplifier & pouch, small, med, & large chest straps, EasyNet Cables 5"-180", batteries, battery case, battery cable, RJ 45 cable, flash card, microphone

stockinette, small & large limb strap, electrode kit,

Cadwell Easy III EEG

Includes: Amplifier, Photic Stimulator (flash rate 1-60), Satellite View, Power Com Module, & electrode kit

Tier 2 Description

Customer is responsible for pulling all cables and installing any non-cart based cameras, prior to installation of systems. Amerinet Price \$12,691,00 EASY III 46 Channels (32 channel amplifier, 12 Easy Net channels, 1 ambient IR light channel and 1 ambient light ch \$329.00 Easy II or Easy III 10-20 pattern color coded remote input headbox \$188.00 20' Cable for remote input box incl Amplifier Cable 2 meter incl 2 Meter Cable for Easy III Photic Stimulator \$18.80 Patch Cable, 7' \$173.90 Microsoft Office 2010 \$5,000.00 Allows users to read w/o reading license Easy III License for Citrix Server \$5,640.00 Persyst ICU Continuous Monitoring (CPA) Single Site License On-line seizure detection & continuous EEG trending Dell Small Form Factor Optiplex 7010 (Core i7, 64 bit, 3.4 GHz, 8 GB, 500 GB HD, Windows 7 Professional) 3 Yr warranty \$1,146.80 \$32.90 Cisco USB Ethernet Adapter \$32.90 StarTech USB Ethernet Adaptor \$328.06 Flat Panel Widescreen LCD Color Monitor 24" \$1,465.10 Q-Video, MPEG4, 30 frames per second \$1,597.06 Sony Camera when mounted on trolley cart \$1,043.40 Narrow Trolley includes amp arm (Assembled) incl Keyboard & Mouse Tray \$204.92 Drawer, Narrow Trolley \$46.06 Accessory Bag for POC cart & trolleys \$141.00 Arm Easy III Photic w/o bracket incl Angled Arm Mount incl Cable Wrap \$423.00 Isolation Transformer 800VA 110V/220V (6 inputs) \$47.00 Easy III Operator Manual \$141.00 Easy III Technical Manual \$17,225.00 AMBULATORY 32 CH SYSTEM W/2 GB COMPACT FLASH CARD & D BATTERIES incl Q-Video Mobile Camera CE and QVM software incl Upgrade Above to 4 GB compact flash Card incl Tripod for camera \$45.00 A B Switch \$58,390.00 \$47,959,90 Sub Total Expires December 31, 2013 (\$814.90)Combo Discount Shipping & Handling N/C per Amerinet contract #VQ10076 \$0.00 \$47,145.00 Sub Total 0.00% \$0,00 Prepayment discount \$47.145.00 Sub Total 0.00% Tax will apply unless exempt \$0.00 Sales Tax \$47,145,00 **Grand Total** Options not included in above price \$352.50 Infrared Illuminator 7' cable \$5,640.00

On-line seizure detection & continuous EEG trending

Routine and Ambulatory Review

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| Title: Sanctions for Breach of Patient Priva | acy             |  |  |  |
|--|-----------------|--|--|--|
| Scope: Hospital Wide Department: Compliance  |                 |  |  |  |
| Source: Compliance Officer                   | Effective Date: |  |  |  |

### **PURPOSE:**

To comply with 45CRF164.530(e)(1) which requires "a covered entity must have and apply appropriate sanctions against members of its workforce who fail to comply with the privacy policies and procedures of the covered entity"

### POLICY:

### **Definitions:**

"Sanction" means training with documentation in the employee record, disciplinary action or termination.

"Workforce" means an employee, student or volunteer of the hospital.

"Inadvertent Violation" means an error that results in a breach of privacy made while following hospital policies and procedures.

"Negligent Violation" means a breach of privacy made while incorrectly following or not following hospital policies and procedures.

"Deliberate Violation" means a breach of privacy made while willfully not following hospital policy.

"Protected Health Information" or "PHI" means any individually identifiable health information regarding a patient's medical or physical condition or treatment in any form created or collected as a consequence of the provision of health care, in any format including verbal communication.

"Unauthorized" means the inappropriate acquisition, access of, use or disclosure of protected health information without a direct need to know for medical diagnosis, treatment, or lawful use as permitted the California Medical Information Act or any other statute or regulation governing the lawful access, use, or disclosure of medical information. (California Health and Safety Code Sec. 2 § 1280.15)

"Malicious" means with intent to harm or with intent to gain personally.

### **Breach Levels by Incident**

### 1. Minor breach

A Minor Breach is inadvertent and non-malicious in nature. Examples include but are not limited to: distributing, emailing or faxing protected health information to the wrong individual unintentionally.

| Title: Sanctions for Breach of Patient Privacy |                 |  |  |  |
|--|-----------------|--|--|--|
| Scope: Hospital Wide Department: Compliance    |                 |  |  |  |
| Source: Compliance Officer                     | Effective Date: |  |  |  |

### 2. Moderate breach

A moderate breach is negligent in nature. The intent of the violation is unclear and the evidence cannot be clearly substantiated as to malicious intent.

Examples include but are not limited to failing to log off computer systems, failing to check a guarantor or insurance provider when registering a patient, failing to check that the provider selected for an outpatient order matches the written order presented by the patient, faxing protected health information to an unverified fax number, or a pattern of minor violations.

### 3. Major/severe breach

A major/severe breach is a deliberate violation that purposefully or maliciously violates a patient's privacy or disregards Northern Inyo Hospital policy.

Examples include but are not limited to: releasing or using data for personal gain, destroying or altering data, purposefully accessing or attempting to gain access to patient information to which in which the employee has no work related need to access, maliciously attacking or hacking hospital information systems, releasing patient data with the intent to harm an individual or the hospital, or a pattern of repeated moderate violations.

### **Levels of Sanctions for Physicians**

Unlawful access, use or disclosure made by physicians and reported to the hospital by whistleblowers, discovered through complaints or discovered by audit, shall be reported immediately to the Chief of the Medical Staff or to the Vice-Chief of the Medical Staff if the alleged act is by the Chief of the Medical Staff.

### **Whistleblower Protection**

- a. Neither the hospital nor any employee of the hospital may intimidate, threaten, coerce, discriminate against, or take other retaliatory action against any individual who reports any conduct that is unlawful or otherwise violates professional or clinical standards including, but not limited to the reporting of conduct that results in the breach of privacy of any patient of Northern Inyo Hospital.
- b. Proven violation of this section will result in Immediate Loss of Employment.

### **Disciplinary Action**

Disciplinary action, up to and including termination, based on recommended corrective actions in **Attachment A "Sanctions for Breach of Patient Privacy – Incident Severity Scale**", will be taken for any workforce member for a violation of privacy and security policies and procedures. Northern Inyo Hospital prohibits the use of hospital property for illegal purposes and for purposes not in support of Civil Code 56.36/Health and Safety Code 130200 and 1280.15.

| Title: Sanctions for Breach of Patient F | Privacy                |
|--|------------------------|
| Scope: Hospital Wide                     | Department: Compliance |
| Source: Compliance Officer               | Effective Date:        |

### **ATTACHMENT A**

### Sanctions for Breach of Patient Privacy – Incident Severity Scale

Guidelines with recommended corrective actions, once an incident and individual are identified.

|       |  | , and the | Action Lev | el           |
|-------|--|-----------|------------|--------------|
| Level | Intention of the Individual Responsible for the privacy breach   | Minor     | Moderate   | Major/Severe |
| 1     | Inadvertent  Inadvertent mistake   | 1         | 1          | 2            |
| 2     | Negligent/Unintentional     Carelessness or negligence     No known or believed intent   | 2         | 3          | 3-4          |
| 3     | Intentional  • Due to curiosity or concern   | 2         | 3          | 3-4          |
| 4     | Malicious intent, including accessing or use of information in a domestic dispute     Personal financial gain     Willful or reckless disregard of policies, procedures or law | 4         | 4          | 4            |

### **Action Level:**

- 1. Re-training and/or counseling memo
- 2. Counseling memo, verbal warning, warning letter, or suspension (length to be determined by circumstance)
- **3.** Suspension, or written warning indicating that any further conduct resulting in a breach of privacy will result in termination
- 4. Termination

| Title: Sanctions for Breach of Patient Privacy |                        |  |
|--|------------------------|--|
| Scope: Hospital Wide                           | Department: Compliance |  |
| Source: Compliance Officer                     | Effective Date:        |  |

### **Action Level Modification:**

Action level may be modified by the consensus of the Privacy Officer, Human Resources Director, and the employee's manager by considering the following:

- 1. Previous history or corrective action (level of action may increase based on repeat offenses)
- 2. Whether or not the individual caused an inadvertent violation based upon a situation or operation that the individual did not know caused the breach.

| Approval             | Data      |
|----------------------|-----------|
| Compliance Committee | 3/18/2011 |
| Administration       | 4/20/2011 |
| Board of Directors   | 4/20/2011 |

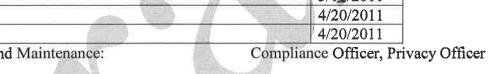
Responsibility for Review and Maintenance:

Developed:

Revised

Reviewed

Supersedes



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| Title: Auditing of Employee Access to Patient Information |                    |  |
|---|--------------------|--|
| Scope: Hospital Wide                                      | Manual: Compliance |  |
| Source: Compliance Officer                                | Effective Date:    |  |

**PURPOSE:** Establishes requirements for auditing access to confidential information including protected health information in accordance with Northern Inyo Hospital policy and state and federal regulations.

### **Definitions:**

"Workforce" means an employee, student or volunteer of the hospital.

"Confidential Information" means protected health information and information related to patients, workforce, providers, financial data, information protected by law and other information pertaining to Northern Inyo Hospital unless otherwise specified.

"Minimum Necessary" means that a covered entity must make reasonable efforts to limit protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

"Need-to-Know" means workforce should have access to only the data he or she needs to perform a particular function (role based access).

"Protected Health Information" (PHI) means individually identifiable health information that is transmitted or maintained in any form or medium, including electronic PHI.

"Breach" means the unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of the PHI.

### **POLICY:**

Access to hospital information systems is granted on a need-to-know basis.

Audits will be performed which evaluate whether information accessed was based on "minimum necessary" and "need-to-know" principles and standards.

### **AUDIT TYPES:**

1. **Routine Audits** – Routine audits can include but are not limited to:

| Title: Auditing of Employee Access to Patient Information |                    |  |
|---|--------------------|--|
| Scope: Hospital Wide                                      | Manual: Compliance |  |
| Source: Compliance Officer                                | Effective Date:    |  |

| Audit                   | Description   |
|-------------------------|---|
| Same Last Name          | Workforce who access the record of a patient with     |
|                         | the same last name                                    |
| Same Department         | Workforce who access the record of a co-worker who    |
| -                       | works in the same department                          |
| Workforce Hospital      | When a Northern Inyo Hospital employee is admitted    |
| Admission               | to the hospital as a patient                          |
| Confidential Document   | Workforce who access "confidential" patient           |
|                         | documents   |
| New Workforce Member    | All access made by new workforce members are          |
|                         | audited prior to the end of their 90 day introductory |
|                         | period  |
| High Profile Individual | The patient is a newsworthy individual                |

- 2. Audits for Specific Cause A request to audit for cause may come from various sources including but not limited to:
  - a. Administration
  - b. Human Resources
  - c. Department Director/Manager
  - d. Board of Directors
  - e. Security Officer
  - f. Patient or representative
  - g. Community member

Audits for specific cause are conducted in all systems applicable to services provided to the patient.

Causes or reasons for specific audits include but are not limited to:

| Audit                               | Description  |
|-------------------------------------|--|
| Internal Concern                    | Concern is expressed by a co-worker, Administration,<br>Department Manager, Security Officer or other user |
| Patient Complaint                   | Patients request an audit of access to their medical record  |
| Employee Family Member<br>Admission | When a Northern Inyo Hospital employee's family member is admitted as a patient                            |
| Restricted Information Patients     | Users who accesses a patients record who requests restricted access  |

| Title: Auditing of Employee Access to Patient Information |                    |  |
|---|--------------------|--|
| Scope: Hospital Wide                                      | Manual: Compliance |  |
| Source: Compliance Officer                                | Effective Date:    |  |

| Follow-Up             | Additional auditing may be required for previous  |
|-----------------------|---|
|                       | problematic audits                                |
| Disciplined Workforce | Workforce who have been disciplined for accessing |
|                       | records inappropriately                           |

3. Random Audits — Random audits may be performed on clinical systems and may be done to determine clean-up of inactive users.

### Audits Investigated and Evaluated

- 1. The Privacy Officer will review the audit results for possible breaches of patient privacy based on "minimum necessary" and "need-to-know" principles. When questionable access is discovered on the audit report:
  - a. The Privacy Officer will meet with the workforce member requesting information and an explanation for accessing the patient information. If further information is required based on the information received, meetings with additional workforce may occur.
  - b. If the audit findings reveal activity that appears to constitute a breach of confidentiality, audit and investigation results for disciplinary determination will be reported to the following but not limited to:
    - i. Administration, Human Resources and/or the workforce members' department manager/supervisor.
    - ii. State and/or Federal agencies, in accordance with current law.

### **Audit Record Disposition and Retention**

- 1. Audit reports are confidential Northern Inyo Hospital documents. Copies of audit reports will be shared internally with Administration and management as necessary, and disclosed as required by law or for other business operations.
- 2. Audit for specific cause outcomes may be communicated to the requestor via mail or telephone, as determined by the Privacy Officer.
- 3. Audit results will be saved and stored according to state and federal regulations.

| Title: Auditing of Employee Access to Patient Information |                    |  |
|---|--------------------|--|
| Scope: Hospital Wide                                      | Manual: Compliance |  |
| Source: Compliance Officer                                | Effective Date:    |  |

| Committee Approval   | Date  |     |
|----------------------|-------|-----|
| Compliance Committee | 12-10 | -13 |
| Administration       |       |     |
| Board of Directors   |       |     |

Responsibility for Review and Maintenance:

Compliance Officer, Privacy Officer

**Developed:** 12-10-2013

Revised: Reviewed: Supersedes:

### END