



Northern Inyo County Local Hospital District

Board of Directors Regular Meeting

Wednesday February 19, 2014; 5:30pm

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

AGENDA

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT BOARD OF DIRECTORS MEETING

February 19, 2014 at 5:30 p.m.

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

1. Call to Order (at 5:30 p.m.).
 2. Opportunity for members of the public to comment on any items on this Agenda.
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Consent Agenda

3. Approval of minutes of the January 15, 2014 regular meeting (*action item*).
 4. Security report for December 2013 (*information item*).
 5. Approval of the financial and statistical reports for December 2013 (*action item*).
 - *December saw a slight shortfall in gross revenue from budget. Contractuals were better than budget by \$744,451 because of a MediCal Cost Report tentative settlement (I had originally reported no prior period adjustments but this was an error). Expenses were overall in line with budget, however employee benefits were \$390,723 over budget. We ended the month with a \$586,000 net surplus.*
 6. Approval of *General Anesthesia Co-Medical Director and Professional Services Agreement* renewals for Daniel Cowan, M.D.; Curtis J. Schweizer, M.D.; and Tony Schapera, M.D. (*action items*).
 - *The anesthesia contracts contain corrections to the compensation values that were previously approved - Cost of Living Adjustments (COLAs) were not carried forward.*
 7. Approval of *Rural Health Clinic Staff Physician Agreement* with Anne Gasior M.D. (*action item*).
 - *This agreement relieves Dr. Gasior of her hospitalist duties.*
 8. Approval of *Private Practice Physician Practice Management Agreement* renewal for Alice Casey, M.D. (*action item*).
 - *This agreement is a straight renewal.*
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9. Administrator's Report; John Halfen.
 - A. Physician Recruiting Update
 - B. NRACO Update
 - C. Strategic Planning follow-up
10. Chief of Staff Report; Thomas Boo, M.D.

- A. Policy and Procedure approvals (*action items*):
 1. *Drawing of Arterial Blood Gases*
 2. *Nasotracheal Suctioning*
 3. *Use of Patient CPAP/Bi-level Equipment in the Hospital*
11. Old Business
 - A. Approval of amended *Radiology Professional Services Agreement* with High Sierra Imaging and Interventions (*action item*).
 - B. California First National Bank (Cal First) lease cancellation by NIH (*action item*).
12. New Business
 - A. Eastern Sierra Breast Cancer Alliance (ESBCA) update (*information item*).
 - B. Approval of *Radiology Professional Services Agreement* with Stuart Souders, M.D. (*action item*).
 - C. Personnel Policy amendment regarding Hospital Equipment and Supplies for Personal Use (*action item*).
 - D. Correction to Payroll Policies and Guidelines (*action item*).
 - E. Personnel Policy amendment regarding Paychecks and Pay Distribution (*action item*).
 - F. 2013-2016 Community Health Needs Assessment Survey Results and Action Plan (*approval item*).
 - G. Approval of purchase of BreathTek H. Pylori detection equipment (*action item*).
 - H. Updated Personnel/Payroll Advisory Committee (PPAC) Guidelines (*action item*).
13. Reports from Board members on items of interest.
14. Opportunity for members of the public to comment on any items on this Agenda, and/or on any items of interest.
15. 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 claim filed by Andrew Herbst against Northern Inyo County Local Hospital District (Government Code Section 54956.9(a)).
16. Return to open session, and report of any action taken in closed session.

17. Opportunity for members of the public to address the Board of Directors on items of interest.
18. Adjournment.

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- CALL TO ORDER The meeting was called to order at 5:30 pm by M.C. Hubbard, President.
- PRESENT M.C. Hubbard, President
Denise Hayden, Vice President
D. Scott Clark, M.D., Secretary
Peter Watercott, Treasurer
John Ungersma, M.D., Member at Large
- ALSO PRESENT John Halfen, Hospital Administrator
Thomas Boo, M.D., Chief of Staff
Douglas Buchanan, District Legal Counsel
Sandy Blumberg, Executive Assistant
- OPPORTUNITY FOR
PUBLIC COMMENT Ms. Hubbard asked if any members of the public wished to comment on any items listed on the agenda for this meeting. No comments were heard.
- CONSENT AGENDA Ms. Hubbard called attention to the Consent Agenda for this meeting, which contained the following items:
1. Approval of the minutes of the December 12, 2013 special meeting (*action item*)
 2. Approval of the minutes of the December 18, 2013 regular meeting (*action item*)
 3. Security report for November 2013 (*information item*)
 4. Approval of the financial and statistical reports for November 2013 (*action item*)
 5. Anthem Blue Cross Medi-Cal Managed Care Program, Authorization to Sign on Behalf of Physician Group (*action item*)
- It was moved by John Ungersma, M.D., seconded by D. Scott Clark, M.D., and passed to approve all five proposed consent agenda items as presented.
- ADMINISTRATOR'S
REPORT
- PHYSICIAN
RECRUITING UPDATE Mr. Halfen reported that orthopedic surgeon Richard Meredick, M.D. is now seeing patients in the Northern Inyo Hospital (NIH) Orthopedic Clinic; and that Joy Engblade, M.D. will join the practice of Doctors Kamei, Hathaway, and Englesby in the next month. Administration continues to recruit for a new general surgeon and at this time two candidates are being considered. The only other physician search that is ongoing at this time is a search for part-time pediatric coverage.
- NRACO UPDATE Mr. Halfen stated that representatives from the National Rural Accountable Care Organization (NRACO) were on site this week to meet with hospital staff on topics including care coordination; physician engagement; patient marketing training; and leadership and resource assessment. Another purpose for the visit was to allow NRACO personnel to meet and become acquainted with Hospital staff and the NIH

Medical Staff, and to discuss upcoming changes to the delivery of healthcare services in our area.

CEO UPDATE

Mr. Halfen also reported that he has spoken with incoming Chief Executive Officer (CEO) Victoria Alexander-Lane, and they have discussed a preliminary plan for handing-off responsibilities when she arrives at the end of March.

CHIEF OF STAFF
REPORT

Chief of Staff Tom Boo, M.D., reported that the Medical Executive Committee did not meet during the past month, so there were no Medical Staff items of significance to report at this meeting.

OLD BUSINESS

CEO SEARCH
COMMITTEE UPDATE

Ms. Hubbard reported that the CEO Search Committee has concluded its business, and the Board would like to extend their thanks to everyone involved in the selection process. She noted that the Board had many excellent candidates to choose from, and they feel confident that they have selected the best candidate for the job in Ms. Victoria Alexander-Lane.

NEW BUSINESS

MCKESSON INSIGHT
REPORT

Information Technology Director Adam Taylor reported that the annual McKesson *Insight* conference proved to be very valuable for hospital staff. The following key areas were covered at the conference:

- Specific solutions to our McKesson problems/software issues
- New products that are now in development
- Auditing solutions
- Support needs following upgrades and on an ongoing basis
- Establishing contacts with other McKesson hospitals (developing a support network)
- Discussion of Health Information System culture changes
- Networking with other McKesson users
- Strategies for the future

It was the consensus of the group of attendees that the conference is well worth the District's expenditure of time and money, and it will be important to send representatives to future McKesson *Insight* conferences and to *McKesson West* meetings as well.

CAL FIRST LEASE
AGREEMENT

Mr. Halfen called attention to a proposed lease agreement with California First National Bank (Cal First) for the purchase of new ultrasound add-on equipment for the hospital. A Master Lease Agreement with Cal First was previously approved at a meeting of the District Board, in order to allow the lease or purchase of equipment at the lowest possible interest rate, using a credit line of up to two million dollars. Following review of the information provided it was moved by Doctor Ungersma, seconded by Denise Hayden, and passed to approve the Master Lease Addendum #1 with California First National Bank as requested.

RADIOLOGY SERVICES
AGREEMENT

Mr. Halfen then called attention to a proposed *Radiology Professional Services Agreement* with High Sierra Imaging and Interventions. He recapped the details of the recent changes made to hospital radiology services coverage, stating the end result was that the *Radiology Selection Committee* decided to allow radiologist Natalia Zorzhevsky, M.D. six months to demonstrate that she could provide radiology services for the Hospital District, provided that the services of Thomas McNamara, M.D. were included as part of the deal. The proposed agreement is with High Sierra Imaging and Interventions, of which Dr. McNamara is the principal shareholder. Mr. Halfen also called attention to a list of proposed contract changes, including housekeeping changes suggested by District Legal Counsel Douglas Buchanan and clarifications suggested by Doctor McNamara. He additionally noted that it was the recommendation of the Medical Staff to award the radiology services contract to Dr. Zorzhevsky (Dr. Z), who will in essence be an employee of the High Sierra Imaging and Interventions Corporation, a California professional medical corporation with a formation date of today, January 15, 2014. Following review of the information provided, Board members inquired regarding the specifics of radiology coverage, and some additionally expressed caution regarding the fact that Dr. Z is not specifically named in the agreement. Mr. Halfen stated that Dr. McNamara's participation was one of the requirements of selecting Dr. Z to provide services, and that Dr. McNamara will in essence be the person who manages the overall agreement for services. Ms. Hayden and Ms. Hubbard expressed concern regarding approving an agreement that is not yet in its final form, and Mr. Halfen responded that the agreement can be amended at a future meeting but that it needs to be approved now in order to ensure continuation of radiology services coverage. Both Doctor McNamara and Mr. Halfen commented that they felt approval of this contract tonight is in the best interest of the Hospital District. The Board asked whether or not District Legal Counsel had had a chance to review the document, and Mr. Buchanan stated that he does not have any problem with document following his initial review. He additionally stated that the contract can be amended in the future by signature of both parties under section 4.07 of the agreement. Mr. Halfen asked that the Board approve the agreement provided at this meeting (in order to keep radiology coverage in place), stating he would bring the agreement back to the next regular meeting, once the list of proposed changes have been incorporated into the document. Following further discussion it was moved by Doctor Clark, seconded by Doctor Ungersma, and passed to approve the agreement with High Sierra Imaging and Interventions as presented, with Directors Hubbard and Hayden both registering a "no" vote.

MEDICAL STAFF
DISCOUNT

Mr. Halfen stated that as a result of recent changes made in the insurance industry, he has had a significant number of provisional and active Medical Staff members inquire about becoming members of the Hospital's Medical Dental and Vision (MDV) plan. In light of this fact, Mr. Halfen would like to extend the NIH employee 50% discount on the

patient-pay portion of in-house hospital bills to those physicians included in the policy as well, for an initial introductory period of 6 months under the same provision (as employees) that their bill is paid in full within 30 days of receipt of a billing. Following brief discussion it was moved by Peter Watercott, seconded by Ms. Hayden, and passed to approve extending the in-house employee health insurance discount to those physicians covered by the NIH health plan, with Doctor Clark abstaining from the vote.

BOARD MEMBER
REPORTS

Ms. Hubbard reported that two members of the District Board (Directors Hayden and Hubbard) will attend the upcoming Association of California Healthcare Districts (ACHD) annual meeting in Sacramento later this month.

OPPORTUNITY FOR
PUBLIC COMMENT

Ms. Hubbard again asked if any members of the public wished to comment on any items listed on the agenda for this meeting, or on any items of interest. No comments were heard.

ADJOURNMENT TO
CLOSED SESSION

At 6:27pm Ms. Hubbard reported the meeting would adjourn to closed session to allow the Board of Directors to:

- A. Hear reports on the hospital quality assurance activities, and hear a report from the Medical Staff Executive Committee (Section 32155 of the Health and Safety Code, and Government Code Section 54962).
- B. Confer with legal counsel regarding significant exposure of litigation (Subdivision (b) of Government Code section 54956.9(b)(3)(a)).
- C. Confer with legal counsel regarding a 2nd 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 Andrew Herbst against Northern Inyo County Local Hospital District (Government Code section 54956.9(a)).
- F. Conduct CEO Annual Performance Evaluation (Government Code Section 54957).

RETURN TO OPEN
SESSION AND REPORT
OF ACTION TAKEN

At 8:19 pm the meeting returned to open session. Ms. Hubbard reported that the Board received the results of the 2013 Community Health Needs Assessment Survey. She additionally reported that the Board took action to deny the Claim filed against the District by Mr. Andrew Herbst. Ms. Hubbard also reported that the Board took action to settle an outstanding patient bill, provided that patient sign a release of liability against the Hospital District.

OPPORTUNITY FOR
PUBLIC COMMENT

Ms. Hubbard again asked if any members of the public wished to address the Board on any items of interest. Doctor Ungersma stated that a special

meeting of the District Board will be held on Wednesday, February 12 2014, for the purpose of working on (future) strategic planning.

ADJOURNMENT

The meeting was adjourned at 8:20 pm.

M.C. Hubbard, President

Attest:

D. Scott Clark, M.D., Secretary

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NORTHERN INYO HOSPITAL

SECURITY REPORT

DECEMBER 2013

FACILITY SECURITY

Access security revealed twenty one exterior doors found unsecure during those hours when doors were to be secured. Six interior doors were found unsecure during this same period.

ALARMS

On December 2nd, Sierra Security reported an unauthorized entry alarm at the Birch Street Annex. Security responded and it was determined the alarm was the result of employee error.

On December 6th, Sierra Security reported an unauthorized entry alarm at the Rural Health Clinic. The alarm was the result of employee error.

On December 8th, a HUGS Alarm was activated as the result of a loose tag.

On December 10th, a HUGS Alarm was activated during a tag change.

On December 29th, a HUGS Alarm activated during a tag change.

HUMAN SECURITY

On December 1st, Security Staff assisted with a combative patient on Med-Surg.

On December 5th, Security assisted with a mildly intoxicated patient in the ED.

On December 6th, Security assisted an uncooperative, intoxicated patient in the ED.

On December 6th, ICU Staff requested Security for a combative DT Patient. This patient was restrained.

On December 15th, Security Staff stood by with a 5150 patient in the ED.

On December 17th, an intoxicated individual was located in the ED waiting area. Staff indicated this subject had been in repeatedly of late and it was believed he was looking for a place to spend the night. Security Staff contacted this individual and assisted him as he indicated he wanted to only use a phone. He was asked to leave Campus and shortly thereafter his whereabouts were unknown. After a brief search of the facility, he was located in the front lobby men's room. He was advised of trespass and escorted off Campus.

On December 22nd, Security Staff was called to the ED for a uncooperative and belligerent patient.

On December 27th, Security Staff stood by in the ED for a suspected 5150 patient.

Security Staff provided Law Enforcement assistance on fifteen occasions this month.

Security Staff provided 5150 supervision on eight occasions this month.

Security Staff provided Patient assistance forty eight times this month.

EOC REPORTING INFORMATION

	DECEMBER 2013	YEAR TO DATE
FIRE DOORS / OPEN OR PROPPED	0	0
TRESPASSING	1	14
VANDALISM	0	0
DISORDERLY CONDUCT		
BY PATIENT	5	69
BY OTHERS	0	4
SUSPICIOUS ACTIONS		
PERSONS	1	12
VEHICLES	0	1
PERSONAL PROPERTY		
DAMAGE	0	0
LOSS	0	1
HOSPITAL PROPERTY		
DAMAGE	0	0
LOSS	0	0

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

	ACT MTD	BUD MTD	VARIANCE	ACT YTD	BUD YTD	VARIANCE
Unrestricted Revenues, Gains & Other Support						
Inpatient Service Revenue						
Ancillary	573,808	603,026	(29,218)	3,543,102	3,579,252	(36,150)
Routine	1,893,240	2,360,430	(467,190)	13,417,854	14,010,280	(592,426)
Total Inpatient Service Revenue	2,467,048	2,963,456	(496,408)	16,960,956	17,589,532	(628,576)
Outpatient Service Revenue	6,497,566	6,068,891	428,675	38,186,562	36,021,812	2,164,750
Gross Patient Service Revenue	8,964,614	9,032,347	(67,733)	55,147,518	53,611,344	1,536,174
Less Deductions from Revenue						
Patient Service Revenue Deductions	362,821	207,934	154,887	2,195,826	1,234,192	961,634
Contractual Adjustments	3,095,599	3,269,228	(173,629)	21,203,269	19,404,452	1,798,817
Prior Period Adjustments *	(831,871)	(126,162)	(705,709)	(6,081,182)	(748,834)	(5,332,348)
Total Deductions from Patient Service Revenue	2,626,549	3,351,000	(724,451)	17,317,914	19,889,810	(2,571,896)
Net Patient Service Revenue	6,338,065	5,681,347	656,718	37,829,605	33,721,534	4,108,071
Other revenue	22,165	87,131	(64,966)	87,643	517,168	(429,525)
Transfers from Restricted Funds for Operating Exp	87,043	136,658	(49,615)	522,258	811,132	(288,874)
Total Other Revenue	109,208	223,789	(114,581)	609,901	1,328,300	(718,399)
Expenses:						
Salaries and Wages	1,748,555	1,879,578	(131,023)	10,772,014	11,156,210	(384,196)
Employee Benefits	1,553,470	1,162,747	390,723	7,173,160	6,901,470	271,690
Professional Fees	507,774	464,012	43,762	3,383,940	2,754,130	629,810
Supplies	491,550	508,515	(16,965)	3,091,270	3,018,288	72,982
Purchased Services	294,495	262,914	31,581	1,623,687	1,560,526	63,161
Depreciation	314,085	438,217	(124,132)	1,735,624	2,601,030	(865,406)
Interest Expense	205,367	219,531	(14,164)	1,209,746	1,303,024	(93,278)
Bad Debts	233,745	242,081	(8,336)	1,441,928	1,436,868	5,060
Other Expense	333,322	325,922	7,400	2,090,302	1,934,504	155,798
Total Expenses	5,682,363	5,503,517	178,846	32,521,671	32,666,050	(144,379)
Operating Income (Loss)	764,910	401,619	363,291	5,917,834	2,383,784	3,534,050
Other Income:						
District Tax Receipts	43,899	43,210	689	263,391	256,472	6,919
Partnership Investment Income		-	0		-	0
Grants and Other Contributions						
Unrestricted		6,196	(6,196)	62,962	36,776	26,186
Interest Income	9,936	975	8,961	69,585	5,788	63,797
Other Non-Operating Income	5,164	12,882	(7,718)	19,436	76,456	(57,020)
Net Medical Office Activity	(437,631)	(349,975)	(87,656)	(1,818,206)	(2,077,268)	259,062
340B Net Activity	199,722	52,408	147,314	410,631	311,068	99,563
Non-Operating Income/Loss	(178,910)	(234,304)	55,394	(992,202)	(1,390,708)	398,506
Net Income/Loss	586,000	167,315	418,685	4,925,632	993,076	3,932,556

*Prior Period Adjustment includes 80% accrual of as filed Cost Reports amount due from CMS for Fiscal Year 2013 and FYE June 30, 2012 Tentative Medi-Cal Settlement

Northern Inyo Hospital
Balance Sheet
Period Ending December 31, 2013

Current Assets:

Cash and Equivalents	1,671,243
Short-Term Investments	6,916,085
Assets Limited as to Use	0
Plant Replacement and Expansion Fund	2
Other Investments	1,111,764
Patient Receivable	39,537,296
Less: Allowances	(28,515,080)
Other Receivables	84,463
Inventories	3,022,282
Prepaid Expenses	1,325,181
Total Current Assets	25,153,237

Internally Designated for Capital Acquisitions	952,086
Special Purpose Assets	69,853

Revenue Bonds Held by a Trustee	2,201,345
Less Amounts Required to Meet Current Obligations	0
Assets Limited as to use	3,223,284

Long Term Investments	666,205
Property & equipment, net Accumulated Depreciation	88,690,656
Unamortized Bond Costs	697,973

Total Assets	118,431,354
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Northern Inyo Hospital
Balance Sheet
Period Ending December 31, 2013

Liabilities and Net Assets

Current Liabilities:

Current Maturities of Long-Term Debt	464,410
Accounts Payable	2,372,269
Accrued Salaries, Wages & Benefits	4,477,299
Accrued Interest and Sales Tax	261,046
Deferred Income	263,391
Due to 3rd Party Payors	(2,752,502)
Due to Specific Purpose Funds	(738,997)
Total Current Liabilites	4,346,916

Long Term Debt, Net of Current Maturities	52,945,657
Bond Premium	1,374,890
Total Long Term Debt	54,320,548

Net Assets

Unrestricted Net Assets	59,694,038
Temporarily Restricted	69,853
Net Income	
Total Net Assets	59,763,890

Total Liabilities and Net Assets	118,431,354
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NORTHERN INYO HOSPITAL
OPERATING STATISTICS
for period ending December 31, 2013

	FYE 2014		FYE 2013
	Month to Date	Year to Date	
Licensed Beds	25	25	25
Patient Days without NB	192	1,012	2,737
Discharges	110	440	1,031
Days	31	153	365
Occupancy	6.19	6.61	7.50
Average Stay (days)	1.75	2.30	2.65
Emergency Room Visits	626	3,184	8,434
Outpatient Visits	3,076	15,666	37,368
Worked FTE's	269.90	304.96	297.54
Paid FTE's	331.38	351.25	337.52
Payor %			
Medicare		43%	42%
Medi-Cal		15%	14%
Insurance, HOM & PPO		37%	34%
Indigent (Charity Care)		2%	5%
All Other		4%	5%
Total		<u>100%</u>	<u>100%</u>

Financial Indicators as of December 31, 2013

	Target	Nov-13	Nov-13	Oct-13	Sep-13	Aug-13	Jul-13	Jun-13	May-13	Apr-13
Current Ratio	>1.5-2.0	5.79	4.71	2.64	2.36	2.49	2.29	2.43	3.05	2.88
Quick Ratio	>1.33-1.5	4.77	3.87	2.16	1.91	2.00	1.87	2.04	2.45	2.34
Days Cash on Hand	>75	116.39	127.48	118.53	111.57	121.18	126.87	101.29	105.61	106.75

Investments as of 12/31/2013

No.	Purchase Date	Maturity Date	Institution	Broker	Rate	Principal Invested
1	02-Dec-13	01-Jan-14	LAIF (Walker Fund)	Northern Inyo Hospital	0.26%	322,210.49
2	02-Dec-13	01-Jan-14	Local Agency Investment Fund	Northern Inyo Hospital	0.26%	6,007,292.65
3	16-Dec-13	15-Jan-14	Multi-Bank Securities	Multi-Bank Service	0.01%	586,582.15
Short Term Investments						\$ 6,916,085.29
4	20-May-10	20-May-15	First Republic Bank-Div of BOFA FNC	Financial Northeaster Corp.	3.10%	\$ 100,000.00
5	02-Aug-13	15-Oct-16	Wachovia Corp New Note	Multi-Bank Service	1.38%	\$ 566,205.00
Long Term Investments						\$ 666,205.00
Total Investments						\$ 7,582,290.29

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

MONTH APPROVED BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
FY 2011-12	Additional Copper 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 *
	Caldwell Easy III EEG	50,917
	Athrex Orthopedic Equipment & Instrumentation Surgery	62,812
	Quantum Scalar 180 Tape Drive Backup Information Technology	36,833
	Hospice Building Purchase Asset	250,000 *
	AMOUNT APPROVED BY THE BOARD IN THE CURRENT FISCAL YEAR TO BE EXPENDED IN THE CURRENT FISCAL YEAR	429,309
	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	429,309
	Year-to-Date Board-Approved Amount to be Expended	1,086,364
	Year-to-Date Administrator-Approved Amount	315,544 *
	Actually Expended in Current Fiscal Year	631,153 *
	Year-to-Date Completed Building Project Expenditures	465,151 *

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

MONTH APPROVED BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
	TOTAL FUNDS APPROVED TO BE EXPENDED	2,033,062
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	Total-to-Date Spent on Incomplete Board Approved Expenditures	0
 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	946,697
	Less: Funds Expended in a Previous Period	0
	Plus: Other Approved Expenditures	0
		0
	ACTUAL FUNDS APPROVED IN THE CURRENT FISCAL YEAR TOTAL-TO-DATE	1,086,364
		<hr style="border-top: 1px solid #000;"/>
		2,033,062
		<hr style="border-top: 3px double #000;"/>
	Donations by Auxiliary	
	Donations by Hospice of the Owens Valley	
	+Tobacco Funds Used for Purchase	0
		0
		0
		0
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	*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.)

**Completed in prior fiscal year

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

Administrator-Approved Item(s)	Department	Amount	Month Total	Grand Total
Allen Lift Assist Beach Chair		7,748		
iR Advance C5235 Copier		8,635		
Cardiac Event Monitors		2,277		
Clinitek Advant		6,350		
McKesson Health Language Content Software		3,143		
McKesson FDB Enhanced Data Bundle Software		9,951		
McKesson American Hospital Formulary Service		6,264		
McKesson FDB Order View		6,998		
MONTH ENDING December 31, 2013			51,366	315,544

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

SAMPLE AGREEMENT, SAME FOR COWAN, SCHWEIZER, AND SCHAPER

This Co-Medical Director and Professional Services Agreement ("Agreement") dated this 1st day of April, 2014, is entered into by and between Northern Inyo County Local Hospital District ("Hospital") and John Daniel Cowan, M.D., LTD (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 is an individual duly licensed to practice medicine in the State of California, specializing in general anesthesia, is Board Certified in anesthesia, and is one of three members of the Northern Inyo Hospital Active Medical Staff with privileges sufficient to practice general anesthesia.
- C. Hospital desires to obtain administrative services as a Co-Director of its Anesthesia Service and professional medical services for the patients of Hospital from Physician, and Physician desires to furnish such services upon the terms and conditions set forth in this Agreement.
- D. Hospital believes that high standards of patient care can be achieved if Physician assumes the responsibilities set out further in this Agreement.

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) **Medical Services.** 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.

Physician, as a Co-Director, shall be jointly responsible with the other Co-Directors for developing a mechanism for scheduling surgical assignments between and amongst themselves for scheduled cases at the Hospital, which will cover not less than 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. Physician shall, jointly with the other Co-Directors provide on-call anesthesia coverage for Hospital 24 hours per day, seven days a week, and 365 days per year. Physician is specifically required to communicate with the other Co-Directors sufficiently in such a manner as to ensure continuous and non-interrupted call coverage. Should Physician be unable to provide said coverage he is specifically required to provide an equally qualified locums tenens or the equivalent at his own expense. Notwithstanding the above, Physician shall not be required to provide more than 26 weeks per year of call coverage on an annualized basis.
- c) Administrative Services. As a Co-Medical Director, 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. Medical Director and Administrative Services. Physician shall act as a Co-Medical Director of the Hospital's anesthesia service.

- a) Time Commitment. 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. Absences. 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. 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 he 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. **Limitation on Use of Space.** 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. **Compensation.** Hospital shall:

- a. Pay Physician \$2,000.00 per month for administrative services during the term of this Agreement.
- b. 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 \$214,280.40 per annum. This is a pro-ration and shall be based on the Physician's share of \$642,841.20, adjusted annually by the District Board approved COLA, and the number of days of first call taken by the Physician.
- c. Pay physician \$600 per day of second room call taken.

- 3.02 **Compensation Methodology.** 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 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

- 3.03 **Additional Compensation.** Compensation will be adjusted annually in the same amount, and at the same time, as COLAs received by Hospital employees.

IV.

TERM AND TERMINATION.

- 4.01. **Term.** The term of this Agreement shall be twenty-four (24) months beginning April 1, 2014 and ending on the 31st day of March, 2016.
- 4.02. **Termination.** 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;
 - 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 Hospital 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. **Medical Staff Standing.** 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 an appropriate professional image to the public, the Medical Staff, and Hospital employees. Said professional image does not include public intoxication, drug abuse of any kind, failure to respond to reasonable requests of the Medical Staff, and/or failure to perform duties required by the Medical Staff, the Northern Inyo County Local Hospital District Board of Directors, 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 is at all times acting and performing as an independent contractor, 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. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by all parties.
- 7.04. **Assignment.** Except as provided in section 1.01 (b) above, Physician shall not assign, sell, transfer or delegate any of Physician's 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.
- 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: John Daniel Cowan, M.D., LTD
P.O. Box 815
Bishop, CA 93515
- 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. **Waiver**. 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. **Authority and Executive**. By their signature below, each of the parties represent that they have the authority to execute this Agreement and do hereby bind the party on whose behalf their execution is made.
- 7.16. **Mutual Construction**. This agreement has been prepared by all the parties thereto, and shall be so construed.

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

PHYSICIAN

By: _____
M.C. Hubbard President
District Board of Directors

By: _____
John Daniel Cowan, M.D.
Physician

APPROVED FOR FORM:

Douglas Buchanan
District Legal Counsel

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. Prohibition 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.
- C. "Sexual harassment" is unwelcome verbal or physical conduct of 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 Medical 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	Approved
Medical Executive Committee	12/04/07
Administration	
Board of Directors	12/05/07

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

This Professional Services Agreement (this "Agreement"), entered into as of February 19, 2014, is entered into by and between Northern Inyo Hospital Local Hospital District ("Hospital") and Anne Gasior, MD. ("Physician").

RECITALS

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

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

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

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

THEREFORE, THE PARTIES AGREE:

I. PHYSICIAN RESPONSIBILITIES.

1.01 Services. Hospital hereby engages Physician to serve as Clinic staff physician, and Physician hereby accepts such engagement on the terms and conditions set forth in this Agreement. In his capacity as staff physician, Physician shall provide Hospital with the benefit of his direct patient care expertise and experience, and shall render those services necessary to enable Hospital to achieve its goals and objectives for the Clinic. The scope of services to be performed by Physician is described in Exhibit A attached hereto and incorporated by reference herein. Physician shall provide Hospital with patient medical record documentation of all direct patient care services rendered hereunder; such documentation shall be submitted to Hospital on an ongoing basis, and shall be in the form, and contain the information, requested by the Hospital such that a complete medical record can be assembled.

1.02 Limitation on Use of Space. No part of the Clinic's premises shall be used at any time by Physician as an office for the private practice of medicine or to see patients other than Clinic patients.

1.03 Covenants of Physician: Physician shall:

- (a) Apply for and/or maintain Provisional or Active Medical Staff membership and the aforesaid Family Practice privileges for the term of this Agreement.
- (b) Maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred, and revenue acquired, pursuant to this Agreement to the extent, and in such detail, as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature, for which she may claim payment or reimbursement from the District. Physician acknowledges and agrees that any federal office authorized by law shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of Physician which are relevant to this Agreement, at all reasonable times for a period of four (4) years following the termination of this Agreement, during which period Physician shall preserve and maintain said books, documents, papers, and records. Physician further agrees to transfer to the District, upon termination of this Agreement, any books, documents, papers or records which possess long-term [*i.e.*, more than four (4) years] value to the Hospital. Physician shall include a clause providing similar access in any sub-contract she may enter with a value of more than Ten Thousand Dollars (\$10,000) or for more than a 12-month period, when said sub-contract is with a related organization.
- (c) At all times comply with all relevant policies, rules and regulations of the Hospital, subject to California and federal statutes governing the practice of medicine.
- (d) As much as is practical, Physician shall be on call or in actual physical presence to provide the emergency coverage required by this Agreement. However, District expressly agrees that said such other qualified physicians might perform services as the Physician may employ or otherwise provide so long as each such physician has received proper training, is properly licensed, and has received approval in writing by the Hospital.
- (e) Assist in monitoring and reviewing the clinical performance of Clinic non-physician providers (nurse practitioners).
- (f) Staff the Clinic a minimum of three days per week, a minimum of 39 weeks per year. Additional shifts may be available and are optional for the Physician.

II. HOSPITAL RESPONSIBILITIES.

2.01 Hospital Services.

- A. Space. Hospital shall make available for Physician reasonably necessary facilities for the operation of Clinic.
- B. Equipment. In consultation with Physician, Hospital shall make all decisions regarding the acquisition of all equipment as may be reasonably necessary for the proper operation and conduct of Clinic. Hospital shall repair, replace or supplement such equipment and maintain it in good working order.

- 2.02 General Services. Hospital shall furnish ordinary janitorial services, maintenance services, and utilities, including telephone service, as may be required for the proper operation and conduct of Clinic.
- 2.03 Supplies. Hospital shall purchase and provide all supplies as may be reasonably required for the proper treatment of Clinic patients. Physician shall inform Hospital of supply needs in a timely manner and shall manage the use of supplies in an efficient manner that promotes quality and cost-effective patient care.
- 2.04 Personnel. Hospital shall determine and furnish all other personnel required to operate Clinic.
- 2.05 Business Operations. Hospital shall be responsible for all business operations related to operation of the Clinic, including personnel management, billing and payroll functions.
- 2.06 Hospital Performance. The responsibilities of Hospital under this Article shall be subject to Hospital's discretion and its usual purchasing practices, budget limitations and applicable laws and regulations.
- 2.07 Clinic Hours. Specific shifts will be scheduled according to normal operating procedures of the Clinic.

III. COMPENSATION.

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

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

IV. TERM AND TERMINATION.

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

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

- A. By either party, at any time, without cause or penalty, upon sixty (60) days' prior written notice to the other party;
- B. Immediately by Hospital in its sole discretion if Physician fails to maintain the professional standards described in Article V of this Agreement;
- C. Immediately upon closure of the Hospital or Clinic;
- D. By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, restricts, limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party's rights or obligations under this Agreement; provided that in such event, Hospital must give notice to Physician equal to that provided to Hospital by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment.

4.03 Rights Upon Termination. Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive termination.

V. PROFESSIONAL STANDARDS.

5.01 Medical Staff Standing. Prior to performing services pursuant to this Agreement, Physician must obtain full Medical Staff privileges on the Medical Staff of Hospital, and

maintain such membership throughout the term of this Agreement. Such membership shall be subject to all of the privileges and responsibilities of Medical Staff membership.

5.02 Licensure and Standards. Physician shall:

- A. At all times be licensed to practice medicine in the State of California;
- B. Comply with all policies, bylaws, rules and regulations of Hospital and Clinic and its Medical Staff, including those related to documenting all advice to patients and proper sign-off of lab and X-ray reports;
- C. Be a member in good standing of the Active Medical Staff of the Hospital;
- D. Maintain professional liability coverage in an amount required for membership on the Active Medical Staff of the Hospital;
- E. Participate in continuing education as necessary to maintain licensure and the current standard of practice; and
- F. Comply with all applicable laws, rules and regulations of any and all governmental authorities, and applicable standards and recommendations of the Joint Commission.

VI. RELATIONSHIP BETWEEN THE PARTIES.

6.01 Professional Relations.

- A. Independent Contractor. No relationship of employer and employee is created by this Agreement. In the performance of Physician's work and duties, Physician is at all times acting and performing as an independent contractor, practicing the profession of medicine. Hospital and Clinic shall neither have nor exercise control or direction over the methods by which Physician performs professional services pursuant to this Agreement; provided, however, that Physician agrees that all work performed pursuant to this Agreement shall be in strict accordance with currently approved methods and practices in Physician's professional specialty and in accordance with the standards set forth in this Agreement. The sole interest of Hospital is to insure that such services are performed and rendered in a competent and cost effective manner.
- B. Benefits. Except as specifically set forth in this Agreement, it is understood and agreed that Physician shall have no claims under this Agreement or otherwise against Hospital for social security benefits, worker's compensation benefits, disability benefits, unemployment benefits, sick leave, or any other employee benefit of any kind. In addition, Hospital shall have no obligation to reimburse Physician for any costs or expenses associated with Physician's compliance with continuing medical education requirements.

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

VII. GENERAL PROVISIONS.

- 7.01 No Solicitation. Physician agrees that she will not, either directly or indirectly, during and after the term of this Agreement, call on, solicit or take away, or attempt to call on, solicit or take away any patients or patient groups with whom Physician dealt or became aware of as a result of Physician's past, present or future affiliation with Hospital and Clinic.
- 7.02 Access to Records. To the extent required by Section 1861(v)(i)(I) of the Social Security Act, as amended, and by valid regulation which is directly applicable to that Section, Physician agrees to make available upon valid written request from the Secretary of HHS, the Comptroller General, or any other duly authorized representatives, this Agreement and the books, documents and records of Physician to the extent that such books, documents and records are necessary to certify the nature and extent of Hospital's costs for services provided by Physician.

Physician shall also make available such subcontract and the books, documents, and records of any subcontractor if that subcontractor performs any of the Physician's duties under this Agreement at a cost of \$10,000 or more over a twelve-month period, and if that subcontractor is organizationally related to Physician.

Such books, documents, and records shall be preserved and available for four (4) years after the furnishing of services by Physician pursuant to this Agreement. If Physician is requested to disclose books, documents or records pursuant to this subsection for purposes of an audit, Physician shall notify Hospital of the nature and scope of such request, and Physician shall make available, upon written request of Hospital, all such books, documents or records. Physician shall indemnify and hold harmless Hospital in the event that any amount of reimbursement is denied or disallowed because of the failure of Physician or any subcontractor to comply with its obligations to maintain and make available books, documents, or records pursuant to this subsection. Such indemnity shall include, but not be limited to the amount of reimbursement denied, plus any interest penalties and legal costs.

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

- 7.03 Amendment. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties.
- 7.04 Arbitration and Dispute Resolution.
- A. Non Medical Disagreements. In the event that disagreements arise between the parties concerning their performance under this Agreement, or on other matters, such disagreements shall be the subject of negotiations between Physician and the Hospital Administrator. In the event Physician is not satisfied with the decision of the Administrator, the dispute shall be submitted to the Hospital's Board of Directors and the decision of the Board shall be final.
- B. Medical Disagreement. Any questions or disagreements concerning standards of professional practice or the medical aspects of the service furnished in Clinic shall be referred to a peer group of qualified physicians recommended by the Medical Executive Committee, which shall recommend a resolution of the matter to the Administrator. In the event Physician is not satisfied with the decision of the Administrator, the dispute shall be submitted to the Hospital Board of Directors and the decision of the Board shall be final.
- 7.05 Assignment. Physician shall not assign, sell, transfer or delegate any of the Physician's rights or duties, including by hiring or otherwise retaining additional physicians to perform services pursuant to this Agreement, without the prior written consent of Hospital.
- 7.06 Attorneys' Fees. If any legal action or other proceeding is commenced, by either party, to enforce rights, duties, and/or responsibilities under this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and costs. As used in this Section 7.06, the term "prevailing party" shall have the meaning assigned by Section 1032(a)(4) of the California Code of Civil Procedure.
- 7.07 Choice of Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
- 7.08 Exhibits. All Exhibits attached and referred to herein are fully incorporated by this reference.
- 7.09 Notices. All notices or other communications under this Agreement shall be sent to the parties at the addresses set forth below:

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

Physician: Anne Gasior, MD
153-B Pioneer Lane
Bishop, CA 93514

- 7.10 Records. All files, charts and records, medical or otherwise, generated by a Medical Professional in connection with services furnished during the term of this Agreement are the property of Clinic. Physician agrees to maintain medical records according to Clinic policies and procedures and in accordance with community standards. Each party agrees to maintain the confidentiality of all records and materials in accordance with all applicable state and federal laws. Hospital agrees to permit Physician to have access during or after the term of the Agreement, to medical records generated by Physician if necessary in connection with claims, litigation, investigations, or treatment of patients.
- 7.11 Prior Agreements. This Agreement represents the entire understanding and agreement of the parties as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the matters contained in this Agreement.
- 7.12 Referrals. This Agreement does not impose any obligation or requirement that Hospital shall make any referral of patients to Physician or that Physician shall make any referral of patients to Hospital. The payment of compensation pursuant to section 3.01 is not based in any way on referrals of patients to Hospital.
- 7.13 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and the remaining provisions shall remain enforceable between the parties.
- 7.14 Waiver. The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.
- 7.15 Gender and Number. Use of the masculine gender shall mean the feminine or neuter, and the plural number the singular, and vice versa, as the context shall indicate.
- 7.16 Authority and Executive. By their signature below, each of the parties represent that they have the authority to execute this Agreement and do hereby bind the party on whose behalf their execution is made.

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

PHYSICIAN

By _____
M.C. Hubbard, President
District Board of Directors

By _____
Anne Gasior, MD
Physician

EXHIBIT A

POSITION DESCRIPTION

TITLE

Staff Physician

DEPARTMENT

Rural Health Clinic

POSITION SUMMARY

The Rural Health Clinic Staff Physician is a Member of the Northern Inyo Hospital Active Medical Staff and the Clinic multi-disciplinary care team. He/she provides direct primary medical diagnostic and treatment to patients. The Staff physician will:

1. Provide high quality primary medical care services.
2. Direct the need for on-going educational programs that serve the patient.
3. Evaluate and develop treatment plans to facilitate the individual healthcare needs of each patient.
4. Work with all office personnel to meet the healthcare needs of all patients.
5. Assess, evaluate, and monitor on-going health care and medication of Clinic patients.
6. Manage all medical and surgical emergencies.
7. Participate in professional development activities and maintain professional affiliations.
8. Participate with Hospital to meet all Federal and State Rural Health Clinic regulations.
9. Monitor and review clinical performance of non-physician providers (Nurse Practitioners)
10. Provide on-site clinical consultation to non-physician providers (Nurse Practitioners)
11. Support and utilize the hospital's and Clinic's Electronic Health Records.
12. Perform normal deliveries in the Hospital setting.
13. See patients in the Owens Valley Women's Center.

Exhibit B

Malpractice "Tail" Coverage

Tail coverage will be provided in accordance with the following:

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

ATTACHMENT C

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Professional Conduct. Prohibition 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.
- C. "Sexual harassment" is unwelcome verbal or physical conduct of 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 Medical 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	Approved
Medical Executive Committee	12/04/07
Administration	
Board of Directors	12/05/07

**THIS SHEET
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**NORTHERN INYO HOSPITAL
PRIVATE PRACTICE PHYSICIAN
PRACTICE MANAGEMENT AGREEMENT**

This Agreement is made and entered into on this first day of February 2014 by and between Northern Inyo County Local Hospital District ("District") and Alice Casey, M.D. ("Physician").

RECITALS

- A. District, which is organized and exists under the California Local Health Care District Law, *Health & Safety Code section 32000, et seq.*, operates Northern Inyo Hospital ("Hospital"), a general acute care hospital serving northern Inyo County, California, including the communities of Bishop and Big Pine.
- B. The District Board of Directors has found, by Resolution No. 09-01, that it will be in the best interests of the public health of the aforesaid communities to obtain a licensed physician and surgeon who is a board-certified/eligible specialist in the practice of General Pediatrics, to practice in said communities, on the terms and conditions set forth below.
- C. Physician is a physician and surgeon, engaged in the private practice of medicine, licensed to practice medicine in the State of California, and certified by the American Board of Pediatrics. Physician desires to maintain her practice ("Practice") in Bishop, California, and practice Pediatrics in the aforesaid communities.

IN WITNESS WHEREOF, THE PARTIES AGREE AS FOLLOWS:

**I.
COVENANTS OF PHYSICIAN**

Physician shall maintain her Practice in medical offices ("Offices") provided by District at a place to be mutually agreed upon in Bishop, California and shall, for the term of this Agreement, do the following:

- 1.01. Services.** Physician shall provide Hospital with the benefit of her direct patient care expertise and experience, and shall render those services necessary to enable Hospital to achieve its goals and objectives for the provision of Pediatric Services. The scope of services to be performed by Physician is described in Exhibit A attached hereto and incorporated by reference herein. Physician shall provide Hospital with patient medical record documentation of all direct patient care services rendered hereunder; such documentation shall be submitted to Hospital on an ongoing basis, and shall be in the form, and contain the information, requested by the Hospital such that a complete medical record can be assembled.

1.02. **Limitation on Use of Space.** No part of any offices provided by the District either by lease or other arrangement shall be used at any time by Physician as anything other than the private practice of pediatric medicine unless specifically agreed to, in writing, by the parties.

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

- a) Maintain Active Medical Staff (“Medical Staff”) membership with Pediatric privileges sufficient to support a part time PEDIATRIC practice, for the term of this Agreement.
- b) Provide on-call coverage to the Hospital’s Emergency Services within the scope of privileges granted to her by Hospital and as required by the Hospital Medical Staff. Physician shall not be required to provide more than fifty percent (50%) of the annual call in weekly increments unless otherwise agreed upon from time to time. Physician shall be solely responsible for call coverage for her personal private practice.
- c) Maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred, and revenue acquired, pursuant to this Agreement to the extent, and in such detail, as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, services, and other costs and expenses of whatever nature, for which she may claim payment or reimbursement from the District. Physician acknowledges and agrees that any federal office authorized by law shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of Physician which are relevant to this Agreement, at all reasonable times for a period of four (4) years following the termination of this Agreement, during which period Physician shall preserve and maintain said books, documents, papers, and records. Physician further agrees to transfer to the District, upon termination of this Agreement, any books, documents, papers or records which possess long-term [*i.e.*, more than four (4) years] value to the Hospital. Physician shall include a clause providing similar access in any sub-contract she may enter with a value of more than Ten Thousand Dollars (\$10,000) or for more than a twelve (12) month period, when said sub-contract is with a related organization.
- d) At all times comply with all relevant policies, rules and regulations of the Hospital, subject to California and federal statutes governing the practice of medicine.
- e) District expressly agrees that said services might be performed by such other qualified physicians as the Physician may employ or otherwise provide so long as each such physician has received proper training, is properly licensed, has been granted privileges by the Hospital Medical Staff, and has received approval in writing from the Hospital.

II.

COVENANTS OF THE DISTRICT

2.01. **Practice Management Services.** Hospital will provide the following services in exchange for the fees agreed to in 3.05

- a) **Space.** Hospital shall make the Offices available for the operation of Physician’s Practice either through a direct let at no cost to the physician or through an arrangement with a landlord.

- b) **Equipment**. In consultation with Physician, Hospital shall provide all equipment as may be reasonably necessary for the proper operation and conduct of Physician's practice. Hospital shall repair, replace or supplement such equipment and maintain it in good working order.
- 2.02. **General Services**. District shall furnish ordinary janitorial services, maintenance services, and utilities, including telephone service, as may be required for the proper operation and conduct of Physician's Practice.
- 2.03. **Supplies**. District shall purchase and provide all supplies as may be reasonably required for the proper treatment of Physician's Practice patients. Physician shall inform Hospital of supply needs in a timely manner and shall manage the use of supplies in an efficient manner that promotes quality and cost-effective patient care.
- 2.04. **Personnel**. District shall determine the initial number and types of employees and place them in the Practice initially. Physician and Hospital will mutually agree to subsequent staffing requirements. Physician shall not be required to maintain any personnel that she does not feel is appropriate for the practice.
- 2.05. **Business Operations**. District shall be responsible for all business operations related to operation of the Practice, including personnel management, billing and payroll functions. Physician will provide the appropriate billing codes, which will be used unless changed by mutual consent of the Physician and Hospital. Hospital will incur and pay all operating expenses of the Practice.
- 2.06. **Hospital Performance**. The responsibilities of District under this Article shall be subject to District's discretion and its usual purchasing practices, budget limitations and applicable laws and regulations.
- 2.07. **Practice Hours**. The District desires, and Physician agrees, that Physician's Practice shall operate on a part-time basis, maintaining hours of operation in keeping with the part time practice of one physician while permitting a Pediatrics schedule sufficient to service the patients of the Practice. Part time shall mean approximately 19.5 hours per week or less, except when another physician is on leave.. Specific shifts will be scheduled according to normal operating procedures of the Practice and will be mutually agreed upon with Physician.

III. **COMPENSATION**

- 3.01. **Compensation**. During the term of this agreement, District shall remit to Physician 50% of fees collected for services rendered in Section II. Payment will be made by the tenth of the following month.
- 3.02. **Malpractice Insurance**. Physician will secure and maintain her own malpractice insurance with limits of no less than \$1 million per occurrence and \$3 million per year. District will reimburse Physician eighty percent (80%) of the premiums for said insurance paid for by Physician.

- 3.03. **Health Insurance.** None provided.
- 3.04. **Billing for Professional Services.** Subject to section 2.05 above, Physician assigns to District all claims, demands and rights of Physician to bill and collect for all professional services rendered to Practice patients, for all billings for Pediatric services and consultations performed or provided by the Physician. Physician acknowledges that Hospital shall be solely responsible for billing and collecting for all professional services provided by Physician to Practice patients at Practice and for all Pediatric services performed at the Hospital, and for managing all Practice receivables and payables, including those related to Medicare and MediCal beneficiaries. Physician shall not bill or collect for any services rendered to Practice patients or Hospital patients, and all Practice receivables and billings shall be the sole and exclusive property of Practice. In particular, any payments made pursuant to a payer agreement (including co-payments made by patients) shall constitute revenue of the Practice. In the event payments are made to Physician pursuant to any payer agreement, Physician shall promptly remit the payments directly to Hospital.
- 3.05. **Retention.** Hospital will retain 50% of all fees collected from the activities of physician/practice in exchange for the services rendered in II above.

IV. **TERM AND TERMINATION**

- 4.01. **Term.** The term of this Agreement shall be two (2) years beginning on February 1, 2014 and ending on January 31, 2016. The Agreement may be renewed, by written instrument signed by both parties, no later than 120 days before its expiration date.
- 4.02. **Termination.** Notwithstanding the provisions of section 4.01, this Agreement may be terminated:
- a) By Physician at any time, without cause or penalty, upon one hundred and eighty (180) days' prior written notice to the other party;
 - b) Immediately by Hospital in its sole discretion if Physician fails to maintain the professional standards described in Article V of this Agreement;
 - c) Immediately upon closure of the Hospital or Practice;
 - d) By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, restricts, limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party's rights or obligations under this Agreement; provided that in such event, Hospital must give notice to Physician equal to that provided to Hospital by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment; or

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

4.03. **Rights Upon Termination.** Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive termination.

V. **PROFESSIONAL STANDARDS**

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

5.02. **Licensure and Standards.** Physician shall:

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

VI.
RELATIONSHIP BETWEEN THE PARTIES

6.01. Professional Relations.

- a) Independent Contractor. No relationship of employer and employee is created by this Agreement. In the performance of Physician's work and duties, Physician is at all times acting and performing as an independent physician contractor, practicing the profession of medicine. District shall neither have nor exercise control or direction over the methods by which Physician performs professional services pursuant to this Agreement; provided, however, that Physician agrees that all work performed pursuant to this Agreement shall be in strict accordance with currently approved methods and practices in Physician's professional specialty and in accordance with the standards set forth in this Agreement.
- b) Benefits. Except as specifically set forth in this Agreement, it is understood and agreed that Physician shall have no claims under this Agreement or otherwise against Hospital for social security benefits, worker's compensation benefits, disability benefits, or any other employee benefit of any kind. In addition, Hospital shall have no obligation to reimburse Physician for any costs or expenses associated with Physician's compliance with continuing medical education requirements.

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

VII.
GENERAL PROVISIONS

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

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

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

Such books, documents, and records shall be preserved and available for four (4) years after the furnishing of services by Physician pursuant to this Agreement. If Physician is requested to disclose books, documents or records pursuant to this subsection for purposes of an audit, Physician shall notify Hospital of the nature and scope of such request, and Physician shall make available, upon written request of Hospital, all such books, documents or records. Physician shall indemnify and hold harmless Hospital in the event that any amount of reimbursement is denied or disallowed because of the failure of Physician or any subcontractor to comply with its obligations to maintain and make available books, documents, or records pursuant to this subsection. Such indemnity shall include, but not be limited to the amount of reimbursement denied, plus any interest, penalties and legal costs.

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

- 7.03. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by both parties.
- 7.04. **No Referral Fees.** No payment or other consideration shall be made under this Agreement for the referral of patients, by Physician, to Hospital or to any nonprofit corporation affiliated with District.
- 7.05. **Repayment of Inducement.** The parties stipulate and agree that the income guaranteed to Physician under this Agreement, and the covenants of the District to provide office space, personnel, equipment, and certain other benefits, are the minimum required to enable Physician to practice in Bishop, California; that she is not able to repay such inducement, and no such repayment shall be required.
- 7.06. **Assignment.** Physician shall not assign, sell, transfer or delegate any of the Physician's rights or duties, including by hiring or otherwise retaining additional physicians to perform services pursuant to this Agreement, without the prior written consent of Hospital.
- 7.07. **Attorneys' Fees.** If any legal action or other proceeding is commenced, by either party, to enforce rights, duties, and/or responsibilities under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- 7.08. **Choice of Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

- 7.09. **Exhibits.** All Exhibits attached and referred to herein are fully incorporated by this reference.
- 7.10. **Notices.** All notices or other communications under this Agreement shall be sent to the parties at the addresses set forth below:

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

Physician: Alice Casey, M.D.
684 Autumn Leaves
Bishop, CA 93514

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

- 7.11. **Records.** All files, charts and records, medical or otherwise, generated by Physician in connection with services furnished during the term of this Agreement are the property of Physician. Physician agrees to maintain medical records according to Practice policies and procedures and in accordance with community standards. Each party agrees to maintain the confidentiality of all records and materials in accordance with all applicable state and federal laws. Hospital agrees to permit Physician to have access, during or after the term of the Agreement, to specific medical records if necessary in connection with claims, litigation, investigations, or treatment of patients.
- 7.12. **Prior Agreements.** This Agreement represents the entire understanding and agreement of the parties as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the matters contained in this Agreement. This Agreement may be modified only by a writing signed by each party or his/its lawful agent.
- 7.13. **Referrals.** This Agreement does not impose any obligation or requirement that Hospital shall make any referral of patients to Physician or that Physician shall make any referral of patients to Hospital. The payment of compensation pursuant to section 3.01 is not based in any way on referrals of patients to Hospital.
- 7.14. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and the remaining provisions shall remain enforceable between the parties.
- 7.15. **Waiver.** The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.
- 7.16. **Gender and Number.** Use of the masculine gender shall mean the feminine or neuter, and the plural number the singular, and vice versa, as the context shall indicate.

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

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

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

PHYSICIAN

By _____
M.C. Hubbard, President
District Board of Directors

By _____
Alice Casey, M.D.
Physician

APPROVED AS TO FORM:

Douglas Buchanan
NICLHD Legal Counsel

EXHIBIT A

SCOPE OF DUTIES OF THE PHYSICIAN

POSITION SUMMARY

The Physician is a Member of the Northern Inyo Hospital Active Medical Staff. Physician provides direct primary medical diagnosis and treatment to Practice and Hospital patients. The Physician will provide services commensurate with the equivalent of a part time Pediatric Practice. Part time shall mean regularly scheduled office hours to meet the service area demand and performance of surgeries as may be required.

Specifically, the Physician will:

1. Provide high quality primary medical care services.
2. Direct the need for on-going educational programs that serve the patient.
3. Evaluate and develop treatment plans to facilitate the individual healthcare needs of each patient.
4. Work with all Practice personnel to meet the healthcare needs of all patients.
5. Assess, evaluate, and monitor on-going health care and medication of Practice patients.
6. Manage all Pediatric emergencies within scope of Physician's expertise, upon request by Emergency Room or other physician.
7. Participate in professional development activities and maintain professional affiliations.
8. Participate with Hospital to meet all federal and state regulations.
9. Accept emergency call as provided herein.

EXHIBIT B

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Professional Conduct. Prohibition 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.
- C. "Sexual harassment" is unwelcome verbal or physical conduct of 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 Medical 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	Approved
Medical Executive Committee	12/04/07
Administration	
Board of Directors	12/05/07

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**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Drawing of Arterial Blood Gases	
Scope: Respiratory Therapists	Department: Respiratory Care
Source: Director of Respiratory Care	Effective Date: 9-2006

PURPOSE:

Collection of arterial blood specimen, as well as its handling and transport, are key factors in the analysis and in delivering quality patient care. The purpose of this policy is to reduce the potential hazard to the patient and to maintain the integrity of the arterial blood specimen. Collecting arterial blood is not only technically difficult, but can be painful and hazardous for the patient. Therefore, it is essential that individuals performing arterial puncture be familiar with the proper techniques, with the hazards / complications of the procedure and with the necessary precautions.

The Respiratory Care Department, using licensed Respiratory Care Practitioners (R.C.P.), will obtain arterial blood gas samples for analysis. Only qualified personnel, who have been trained, meet established criteria, and successfully complete annual skills competencies, may draw arterial blood samples via puncture and arterial lines. The attending physician will determine who shall draw arterial blood from an infant or child.

INDICATIONS:

1. The need to evaluate the adequacy of a patient's ventilatory (PaCo₂), acid base (PH and PaCO₂), and/or oxygenation (Pao₂) status, the oxygen carrying capacity and intrapulmonary shunt.
2. The need to quantitate the response to therapeutic intervention (e.g. supplemental oxygen administration, mechanical ventilation) and/or diagnostic evaluation (e.g. exercise desaturation).
3. The need to monitor severity and progression of documented disease processes.

CONTRAINDICATIONS:

1. An improperly functioning analyzer.
2. A specimen containing visible air bubbles.
3. A specimen stored in a plastic syringe at room temperature for longer than 30 minutes, stored at room temperature for longer than 5 minutes for a shunt study, or stored at room temperature in the presence of an elevated leukocyte or platelet count (PaO₂ in samples drawn from subjects with very high leukocyte counts can decrease rapidly. Immediate chilling and analysis is necessary).
4. An incomplete requisition.
5. An inadequately labeled specimen lacking the patients name or other unique identifier, date, and time of sampling.
6. Shunt. Do not draw from a shunt.
7. Evidence of infection or peripheral vascular disease involving limb.

NOTE: Unidentified emergency patients should be given some temporary but clear designation until positive identification can be made.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Drawing of Arterial Blood Gases	
Scope: Respiratory Therapists	Department: Respiratory Care
Source: Director of Respiratory Care	Effective Date: 9-2006

POSSIBLE HAZARDS OR COMPLICATIONS:

1. Infection of specimen handler from blood carrying the human immunodeficiency virus, or HIV, hepatitis B, other blood-borne pathogens.
2. Inappropriate patient medical treatment based on improperly analyzed blood specimen or from analysis of an unacceptable specimen or from incorrect reporting of results.
3. Arteriospasm
4. Hematoma
5. Infection
6. Trauma to vessel

LIMITATIONS OF PROCEDURE / VALIDATION OF RESULTS:

1. Sample clotting due to improper anticoagulation or improper mixing
2. Sample contamination by, air, improper anticoagulant or concentration.
3. Inadvertent sampling of venous blood.

POLICY:

1. The R.C.P. may attempt two sticks, if both are unsuccessful document and have another R.C.P. attempt. If no other R.C.P. is available notify physician. If after the maximum number of four unsuccessful attempts achieved, advise the ordering physician they may opt to attempt or have Lab draw a venous sample for pH.
2. The R.C.P performing the procedure will be responsible for post puncture care.
3. When, in the opinion of the R.C.P., it is not advisable to perform the puncture that practitioner will defer the procedure to the prescribing physician.
4. Conditions that might be cause for deferment are:
 - a. Abnormal pro time
 - b. Non palpable pulse
 - c. Denuding, burn or scarring of the puncture site
 - d. Hemodialysis patient with shunt, use another site
 - e. Age of patient, neonate, infant or pediatric
5. If drawing ABG for outpatient home Oxygen verification and maximum number of unsuccessful puncture attempts performed, the RT will proceed to the SpO2 Tracing Record. (See policy: Outpatient Home Oxygen SpO2 Verification)

Recommendations from NCCLS (National Committee for Clinical Laboratory Standards) state that:

“Plastic syringes containing blood for the purpose of blood gas analysis should not be iced but kept at room temperature and should be analyzed within 30 minutes of collection. If a prolonged time delay before analysis is anticipated (more than 30 minutes), the use of glass syringes and storage in ice water is recommended”.

**NORTHERN INYO HOSPITAL
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Source: Director of Respiratory Care	Effective Date: 9-2006

If the Laboratory is unable to analyze an ABG within 30 minutes they will notify us and we will need to redraw the specimen. In the event of a redraw, the patient should not be charged for a second puncture and a Quality Assurance Report needs to be filled out.

PROCEDURE:

Path of Workflow for Collection of Arterial Specimens

1. Written order that should include the collection date and time, and either room air or oxygen level.
2. Identify patient using two approved forms.
3. Introduce yourself and explain procedure to patient.
4. Confirm that all pre-collection conditions have been met such as ordered FiO₂, ventilator settings. If the FiO₂ has been changed, wait at least 20-30 minutes to achieve a steady state before taking blood specimen. This is most important in patients who have chronic lung disease resulting in an abnormal ventilation/perfusion ratio.
5. Determine if the patient is on any type of anticoagulant.
6. Note and record all relevant parameters on the ABG slip and in the Respiratory Care notes, including but not limited to:
 - a. Modality
 - b. FiO₂
 - c. Site of puncture
 - d. Date and time
 - e. Spo₂
 - f. Ventilator settings if applicable
7. Prepare the syringe per manufactures guidelines.
8. Wash hands and don gloves.
9. The R.C.P. will evaluate puncture sites in the following order

A. RADIAL ARTERY

The radial artery, although small, is easily accessible at the wrist in most patients and is the most commonly used site. The ulnar artery normally provides collateral circulation to the hand, which may be absent in some individuals. The Modified Allen's Test may be helpful in evaluating this collateral circulation. Inadequate blood supply to the hand may suggest the need to select another site for the puncture.

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Modified Allen's Test

The patient tightly closes the hand to form a fist. Pressure is then applied at the wrist, compressing and obstructing both the radial and ulnar arteries. The hand is then opened (but not fully extended), revealing a blanched palm and fingers. The obstructing pressure is next removed only from the ulnar artery, while the palm and fingers are observed. They should become flushed within 15 seconds as the blood from the ulnar artery refills the empty capillary bed. If the ulnar artery does not adequately supply the entire hand (a Negative Allen's Test), the radial artery should not be used as a puncture site. An alternate artery should be used. If the patient cannot tightly close their hand to form a fist, a pulse oximeter may be used to verify collateral circulation. Place the oximeter (on continuous), on a finger of the patient's hand, and obtain a Spo2 reading. Pressure is then applied obstructing both the radial and ulnar arteries until you lose the Spo2 reading. The obstructing pressure is then removed from the ulnar artery. The Spo2 reading should return within 15 seconds. If collateral circulation IS present document "positive Allen's Test" and proceed with puncture. If collateral circulation IS NOT present document "negative Allen's Test" in the patients chart and select another site if able.

- a. The arm should be abducted with the palm facing up and the wrist extended about 30 degrees to stretch and fix the soft tissues over the firm ligaments and bone. If necessary, use a rolled towel or pad for positioning of the extremity.
- b. Locate the artery just proximal to the skin crease at the wrist. Place a finger carefully over the artery and palpate for the size, direction, and depth of the artery.
- c. Prepare the puncture site aseptically. Be certain that after cleansing, the puncture site is not touched again except with gloved fingers.
- d. Hold the syringe in one hand as one would hold a dart and place a finger of the other hand over the artery at the exact point where the needle should enter the artery. Puncture the skin about 5 – 10 mm distal to the finger directly over the artery with the bevel of the needle up, at an angle of approximately 30 – 45 degrees against the blood stream.
- e. Advance the needle under the skin, aiming for the artery just under your finger. When the artery is entered, blood will enter the flashback chamber spontaneously. If the patient has low blood pressure it may be necessary to gently and slowly pull on the plunger in order for the blood to flow into the syringe.
- f. After the required amount of blood has been obtained, place a dry gauze sponge over the puncture site, while simultaneously quickly withdrawing the attached needle and syringe.

**NORTHERN INYO HOSPITAL
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- g. Immediately, manually compress the artery at the puncture site with firm pressure for a minimum of three to five minutes. While applying pressure to the artery with one hand, immediately check the syringe for air bubbles and carefully expel any trapped bubbles, following the manufacture's recommended procedure. In order to prevent potential worker exposure, the needle safety feature should be activated immediately after specimen collection and discarded, without disassembly, into a sharps container. Mix thoroughly by rotating the syringe several times ensuring adequate anticoagulation. Pressure dressings are not an acceptable substitute. If the patient is under anticoagulant therapy or has a prolonged clotting time, hold pressure on the site for a longer time period. After relieving pressure, immediately assess the puncture site. If hemostasis has not occurred or a hematoma is developing, reapply pressure for two minutes. Continue with this process until hemostasis has occurred. If hemostasis has not occurred within a reasonable time, obtain medical assistance. Ambulatory patients should remain in the area until the test results have been assessed.

B. BRACHIAL ARTERY

The brachial artery may be more difficult to puncture due to the deeper location between muscles and connective tissues. Proper positioning of the arm with hyperextension improves the position of the brachial artery for puncture. Effective compression of the puncture site is more difficult because of the deep location in the soft tissues. The incidence of hematoma formation may be more common than at the radial site.

The brachial artery is NOT commonly used in infants or children. Particularly in infants, it is harder to palpate than the radial artery and there is no collateral circulation.

- a. The patient's arm is fully extended and the wrist rotated until the maximum pulse is palpated with the index finger. If necessary, use a rolled towel to facilitate posting of the extremity. The arterial pulse is then followed proximally by palpation with the middle finger for 2 to 3 cm.
- b. Skill in performing the puncture is required to avoid hitting the median nerve, which lies very close to the brachial artery.
- c. Cleanse the site as described above.
- d. Spread two fingers along the course of the artery, which may be located by palpating the pulsations. Enter the skin just below the distal (index) finger and aim the needle along a line connecting the two fingers using a 45-degree angle of insertion with the bevel up. The artery lies deep in the tissues, especially in obese individuals.
- e. After puncture, it may be necessary to compress the artery against the humerus, if possible, for a minimum of five minutes or longer, in order to stop bleeding. Effective compression of the brachial artery is often difficult, but important. (See section A. f. and g.)

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Drawing of Arterial Blood Gases	
Scope: Respiratory Therapists	Department: Respiratory Care
Source: Director of Respiratory Care	Effective Date: 9-2006

C. FEMORAL ARTERY PUNCTURE

The femoral artery is a large vessel, which usually is superficially located in the groin and easily palpated and punctured. Generally, this is the last site selected. Disadvantages are poor collateral circulation to the leg and increased chance of infection if the site is not thoroughly cleansed. During circulatory collapse the femoral artery is the preferred site for A.B.G. sampling

- a. The femoral artery is located quite superficially on the inguinal triangle, just below the inguinal ligament. The patient should lie flat with both legs extended. The pulsating vessel should be palpated with two fingers.
- b. Cleansing of the puncture site should be very thorough because of the often-heavy contamination of this area.
- c. The palpating fingers are spread 2-3 cm apart along the course of the artery to anchor the vessel. The needle puncture is made perpendicular to the skin surface, or at an angle against the blood stream, between the two fingers.
- d. Compression of the artery after the puncture is required as in section A. g.

Revised September 6,2008 with AARC Clinical Practice Guideline “Blood Gas Analysis and Hemoximetry: 2001 Revision and Update” and NCCLS “Procedures for the Collection of Arterial Blood Specimens; Approved Standard—Fourth Edition”

Committee Approval		Date
Respiratory Care		9-2006
Medical Services – ICU Committee	Pending	1-30-2014
Medical Executive Committee	Pending	2-4-2014
Board of Directors	Pending	2-19-2014

Revised
Reviewed
Supersedes

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Nasotracheal Suctioning	
Scope: Respiratory Therapists	Department: Respiratory Care
Source: Director of Respiratory Care	Effective Date: March, 2007

POLICY:

Nasotracheal Suctioning (NTS) is a term that refers to the insertion of a suction catheter that is passed through the nasal passage and into the trachea to aspirate secretions and/or fluids from the trachea of a patient that is unable to clear his/her own secretions with a spontaneous cough or less invasive procedure.

The clearance of secretions is accomplished by application of sub-atmospheric pressure applied to a sterile, flexible, multi-eyed catheter on withdrawal only. Appropriate sub-atmospheric pressures are.

- a. Neonates: 60-80mm Hg
- b. Infants: 80-100mm Hg
- c. Children: 100-120 mmHg
- d. Adults: 100-150 mmHg

Negative pressures should not exceed 150 mmHg as higher pressures have been shown to cause trauma, hypoxemia and atelectasis.

Standard Droplet Precautions should be taken, see "Infection Control Policy and Procedure Manual". **Airborne Precautions** should be taken on all patients diagnosed with Pulmonary Tuberculosis or R/O TB.

INDICATIONS:

Patients without artificial airways who need to maintain a patent airway and removal of bronchial secretions from the trachea in the presence of:

1. Inability to clear secretions.
2. A patient whose prognosis makes intubation inadvisable.
3. Audible evidence of secretion in the airways that do not clear with the patients best cough effort.
4. To obtain a sputum sample for microbiological or cytological analysis.

CONTRAINDICATIONS:

1. Occluded nasal passages.
2. Nasal bleeding.
3. Epiglottitis or croup.
4. Acute head, facial or neck injury.
5. Coagulopathy or bleeding disorder.
6. Laryngospasm.
7. Irritable airway.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Nasotracheal Suctioning	
Scope: Respiratory Therapists	Department: Respiratory Care
Source: Director of Respiratory Care	Effective Date: March, 2007

HAZARDS:

1. Mechanical trauma.
 - a. Mucosal hemorrhage
 - b. Tracheitis.
 - c. Epitaxis from laceration of nasal turbinates
 - d. Perforation of the pharynx.
2. Hypoxia or hypoxemia.
3. Cardiac dysrhythmias / arrest.
4. Bradycardia.
5. Hypertension.
6. Hypotension.
7. Respiratory arrest.
8. Uncontrolled coughing.
9. Gagging/vomiting.
10. Laryngospasm.
11. Bronchoconstriction / bronchospasm.
12. Discomfort and pain.
13. Nosocomial infection.
14. Atelectasis.
15. Misdirection of catheter.
16. Increased intracranial pressure.

PROCEDURE:

1. Check order, introduce self to patient, identify patient.
2. Assess patient and monitor during procedure if able, the following
 - a. Breath Sounds.
 - b. Heart rate.
 - c. Respiratory rate.
 - d. Oxygen saturation.
 - e. Skin color.
3. Explain procedure to patient if possible.
4. Prepare equipment at bedside:
 - a. Vacuum source.
 - b. Lukens trap and tubing.
 - c. Sterile, flexible, appropriate sized catheter and glove set.
 - d. Sterile water.
 - e. Nasopharyngeal airway when frequent NTS is required.
 - f. Lubricant.
 - g. Resuscitation bag with mask.
 - h. Oxygen.
 - i. Stethoscope
 - j. Personal protective equipment

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Nasotracheal Suctioning	
Scope: Respiratory Therapists	Department: Respiratory Care
Source: Director of Respiratory Care	Effective Date: March, 2007

5. Hyperoxygenate patient prior to procedure.
6. Apply lubricant to catheter.
7. Adjust suction level to ensure proper pressure.
8. Tilt head into sniffing position.
9. Insert catheter into nare and slowly advance catheter to level of epiglottis, you should feel an obstruction at this point.
10. Instruct patient to take a slow deep breath, if possible and advance catheter to gain admittance into the nasotracheal area.
11. On entering the trachea, a cough is usually stimulated, apply suction to catheter and begin pulling catheter from the trachea, rotating the catheter on removal.
 - a. The suction is always off when inserting the catheter
 - b. Suction should be applied for no longer than 15 seconds.
12. The R.C.P. may leave the catheter in the NT area for longer than 15 seconds provided that:
 - a. More secretions need to be suctioned.
 - b. Suction is not applied.
 - c. Patient is re-oxygenated during the rest period before suctioning again.
13. When finished suctioning the catheter is fully retrieved from the nasopharynx, and the patient is hyper-oxygenated until the patient's pulse returns to stable pre-suction level.
14. Re-assess the patient.
15. Patients requiring frequent suctioning may benefit from the placement of a nasal airway to reduce the trauma of repeated insertions of the catheter.
16. Chart and bill procedure.

Revised 3-15-2007 with AARC Guidelines
 Supercedes 3-13-2001

Committee Approval		Date
Respiratory Care Committee		4-2007
Medical Services – ICU Committee	Pending	1-30-2014
Medical Executive Committee	Pending	2-4-2014
Board of Directors	Pending	2-19-2014

Revised
 Reviewed
 Supercedes

Title: Use of Patient CPAP / Bilevel Equipment in the Hospital	
Scope: Respiratory Care, Bio-Medical	Department: Respiratory
Source: Director of Respiratory Care	Effective Date:

PURPOSE:

To establish guidelines for the use of home respiratory care equipment in the hospital setting.

Policy:

In order for patients to be permitted to use their own CPAP / Bi-level device, the physician must write an order that the patient can use their own equipment, and the patient must be able to use this equipment on their own. They must demonstrate that they are able to apply and remove the equipment on their own. Once this has been established, staff may assist the patient in applying and removing the equipment.

The patient and/or family will be responsible for cleaning and managing the humidifier as they do at home. Staff may assist the patient and/or family but the hospital assumes no liability for this equipment. Settings are not to be changed or adjusted by staff on patient owned equipment.

1. Patients may use their own CPAP / Bi-level units, with mask and headgear at Northern Inyo Hospital if:
 - a. The equipment passes a visual and cleanliness inspection,
 - b. A physician writes an order stating that the equipment may be used,
 - c. The patient signs a waiver of liability see attached. Pending Doug Buchanan's opinion
2. Patients may not use their own CPAP / Bi-level units when:
 - a. The patient is admitted because of exacerbation of respiratory or sleep conditions,
 - b. The patient brings in defective, contaminated, hazardous equipment or supplies,
 - c. The patient requires alterations to machine settings or
 - d. The patient refuses to sign the waiver of liability form. Pending Doug Buchanan's opinion
3. If a patient has a two-prong unit:
 - a. The unit is visually inspected for general cleanliness and system integrity by Respiratory Therapy using the System Review Form, see attached.
4. If a patient has a three-prong unit:
 - a. The unit is visually inspected for general cleanliness and system integrity by Respiratory Therapy using the System Review Form, see attached.
 - b. Bio-Medical is called to perform an electrical check, if Bio-Medical is not in house a message will be left, asking for an electrical check, leaving room number where the equipment is located at. Patient may use this equipment while waiting for Bio-Medical.

DRAFT

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Use of Patient CPAP / Bilevel Equipment in the Hospital	
Scope: Respiratory Care, Bio-Medical	Department: Respiratory
Source: Director of Respiratory Care	Effective Date:

5. If the unit passes inspection, the Respiratory therapist will place an “Equipment Checked” sticker on the unit.
6. If the unit does not pass inspection, the Respiratory Therapist will:
 - a. Place the unit in a plastic bag labeled “Not Approved For Use”,
 - b. Instruct the patient to notify the durable medical equipment provider for service,
 - c. Place the patient on a Northern Inyo Hospital unit.
7. Tags or stickers should be attached to the equipment to show that it has been checked and has met the safety standards of the hospital before it is placed into use.
8. Respiratory Care Practitioners will document and monitor the patient’s therapy and condition according to Department/Hospital Policy as ordered by the patient’s physician.
9. Oxygen may be used if the physician has ordered “Oxygen Protocol”.

Committee Approval	Date
Respiratory Care	1-14-2014
Medical Services – ICU Committee	Pending 1-30-2014
Medical Executive Committee	Pending 2-4-2014
Board of Directors	Pending 2-19-2014

Revised
Reviewed
Supercedes

DRAFT

Waiver of Liability Relating to Home CPAP / Bi-level Equipment Use in Hospital

I, _____ (print name), understand that Northern Inyo Hospital (NIH), is allowing me to bring in my personal Continuous Positive Airway Pressure (“CPAP”) or Bi-level equipment to NIH during the course of my hospital stay. I hereby waive, release, and discharge NIH and their employees, members of the Medical Staff, and all personnel involved in my care (the “Released Parties”) from any and all liability relating to the use, storage or maintenance of my personal CPAP / Bi-level equipment while in the hospital, specifically including theft of the equipment. I further acknowledge that by testing the equipment, NIH makes no express or implied warranties as to the safety or viability of the equipment. In the event the CPAP / Bi-level equipment becomes defective during the course of my hospital stay, I hereby waive, release, and discharge the Released Parties from any liability relating to any complications arising from such defects or malfunctions. I acknowledge that if such a defect or malfunction arises, or if I become unable to safely use or maintain my CPAP / Bi-level equipment, NIH reserves the right to use Hospital owned equipment while I am still in the Hospital.

By signing below, I acknowledge that I have read and understood the above. I further warrant that I am fully authorized and competent to execute the Waiver of Liability.

Signature: _____

Date: _____

Additional Signature: _____

(Required if an interpreter is required, or if the patient is a minor)

DRAFT

CPAP/Bi-level System Review Form

Date: _____ SN#: _____

Manufacturer: _____ Model #: _____

PASSED INSPECTION

RT/Biomedical full name

(place sticker on home CPAP machine)

Determine if the unit has a two-prong plug.

If **YES**, then proceed with the inspection below.

If **NO**, then complete the Inspection and notify Bio-Medical via Email that there is a Patient owned CPAP device with a three prong plug that needs to have an electrical check. Make sure you leave the patients name and room number.

Pass

Fail

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Inspect general cleanliness of the unit (mask, filter, and tubing) |
| <input type="checkbox"/> | <input type="checkbox"/> | Check hoses for crack or holes |
| <input type="checkbox"/> | <input type="checkbox"/> | Check mask for cracks |
| <input type="checkbox"/> | <input type="checkbox"/> | AC plug (prongs intact and not bent) |
| <input type="checkbox"/> | <input type="checkbox"/> | AC cord (cord insulation is not cut or showing bare wires) |
| <input type="checkbox"/> | <input type="checkbox"/> | Chassis/Housing (intact with no holes or cracks) |
| <input type="checkbox"/> | <input type="checkbox"/> | Turn unit on to ensure all indicators and display illuminate |

If Pass: Please maintain form in Respiratory Care Department

If Fail: Place unit in plastic bag and label "not approved for hospital use," then return unit to family and instruct them to contact Durable Medical Equipment (DME) company to repair or replace.

If Failed, was patient placed on Hospital owned equipment? Y N

DME Supplier and phone number: _____

Settings: CPAP (cmH2O) = _____ vs. Bi-level (cmH2O) IPAP = _____ EPAP = _____

Settings: O2 flowrate = _____ Ramp: Y N

Humidification: Y N

Checked in By; _____

Disposition: _____ to Pt Family Waiting Area, _____ to PACU, _____ to Inpatient Room

_____ sent home, patient/family updated, machine cannot be used in the hospital

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RADIOLOGY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO this 16th day of January 2014, by and between Northern Inyo County Local Hospital District (hereinafter "District") and High Sierra Imaging and Interventions (hereinafter "Radiologist").

I RECITALS

- 1.01 District is a California Healthcare District organized and operating under the authority of Health & Safety Code Section 32000, et seq. (hereinafter "The Healthcare District Law"), and governed by a Board of Directors (hereinafter "Board").
- 1.02 District operates Northern Inyo Hospital (hereinafter "Hospital" and/or "NIH"), a Critical Access Hospital located at 150 Pioneer Lane, Bishop, Inyo County, California, which includes a Radiology Service (hereinafter "Department"). The operation and administration of the Department is governed, in relevant parts, by the Healthcare District Law and applicable California and federal Department licensure statutes and regulations.
- 1.03 Radiologist is a qualified and licensed physician, licensed to practice medicine in the State of California, certified by the American Board of Radiology, and qualified for and practicing the medical specialties of Radiology, Nuclear Medicine, Computed Tomography, Ultrasound, Magnetic Resonance Imaging, Interventional Radiology, Bone densitometry, Orthopedic clinic Imaging, and related fields, excluding Breast Imaging Services.
- 1.04 The District desires to retain the services of Radiologist as the Hospital's Medical Director of Radiology, to oversee, operate and administer the Department in accordance with applicable law. Radiologist desires to provide such services.

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

II COVENANTS OF THE PARTIES

2. 01 **Covenants of the District.** The District shall:
 - a) **Space:** Furnish, at its expense, space for operation of the Department, which space shall be designated by the District.
 - b) **Equipment:** Furnish, at its expense, all equipment, supplies, environmental safety mechanisms, and such other goods and administrative services for the Department as are being furnished on the date of this Agreement. District shall, at its expense, keep and maintain all equipment in good order and repair, and repair and replace such equipment, or any part of it, as may become obsolete. District shall consult Radiologist in connection with, the purchase of any equipment in accordance with section 2.02(f) of this agreement.
 - c) NIH shall provide facility-owned PACS radiologist computer/monitor with voice recognition software for use in one radiologist's home. Equipment shall be returned to facility in working order within seven (7) days of termination of contract. Radiologist shall provide internet connection.

- d) Hospital Services: Furnish, at its expense, all hospital services, including but not limited to, ordinary janitor and in-house messenger services, hospital business telephone service, laundry, gas, water, heat, air conditioning, and such electricity for light and power as may be required for the proper operation and conduct of the Department. District shall also provide the services of such Hospital departments, including but not limited to, nursing, personnel, administrative, accounting, engineering, purchasing, and medical records, as may be required to support the operation of the Department.
- e) Personnel: Employ, at its expense, all non-physician personnel required for the proper operation of the Department in accordance with state and federal law. In addition, staff the radiology department in a manner that provides resources to Radiologist to ensure that the appropriate efficiencies and service levels are accomplished. For example, personnel who's responsibilities would include hanging films (if necessary), getting referring physicians on the phone, managing incoming and outgoing calls and facilitating referring physician's questions, and performing general office operational functions. Radiologist shall have no liability for payment of wages, payroll taxes, or other obligations or liabilities arising from District's performance of its obligations or exercise of its rights as an employer. Should the District and its employees become subject to any collective bargaining agreements during the term of this Agreement, this subdivision 2.01(d) shall be subject thereto. Radiologist, as medical director of the Department, shall establish clinical qualifications for Department personnel, and oversee and direct the activities of such personnel, in accordance with state and federal standards, departmental protocols, and District policies and procedures applicable to all employees. District shall be solely and ultimately responsible for all decisions with respect to the engagement, discipline, and termination of Department personnel. Radiologist may request discipline or removal of a District employee from assignment to the department relating to clinical competence and performance subject to approval of the District, its established personnel policies and procedures and applicable requirements, if any.
- f) Supplies: Purchase and provide all necessary supplies for the Department, including, but not limited to, chemicals, glassware, forms, and similar expendable items, and shall maintain accurate records of the costs of said supplies.
- g) The District shall give the Radiologist reasonable notice and opportunity to comment, or provide written recommendations, before taking action that would materially change or alter the space, equipment, Hospital Services or supplies which the District covenants to provide pursuant to subdivisions (a), (b), (c) and (e) of this Section 2.01.
- h) Exclusive Agreement: District agrees that, so long as Radiologist is not in breach of their obligations under this Agreement, they shall have the exclusive right to perform the services required by this Agreement at the Hospital. This agreement is exclusive relative to the current and future practice of radiology in the Hospital or imaging center located on the hospital campus. The only exception to exclusivity is for the provision of stereotactic breast biopsies, which can also be performed by the general surgeons on staff with the appropriate training and qualifications as determined by the Hospital Medical Executive Committee. Any disputes regarding jurisdictional issues or "new" services offered by hospital will be decided by Administrator of District.
- i) During the term of this Agreement and any extensions or renewals hereof, or any new agreement between the parties as to the subject matter of this Agreement, Radiologist shall have a right of first refusal to provide exclusive diagnostic imaging services to any

medical facilities which Hospital owns or controls. If Hospital establishes, acquires, or agrees to participate in any such facility, it will promptly notify Radiologist of its intent to do so in writing. Such notice shall contain sufficient information concerning the facilities and the diagnostic imaging services to be provided at such facility to enable Radiologist to make a reasonably informed decision concerning its rights under this Section.

- j) Furthermore, during the term of this Agreement and any extensions or renewals hereof, or any new agreement between the parties as to the subject matter of this Agreement, District shall use its best efforts to see that Radiologist is offered a right of first refusal to provide exclusive diagnostic imaging services to each medical facility in which District does not have a controlling interest, but in which District has an ownership or management interest. If District establishes or agrees to an arrangement to participate in or manage any such facility, it will notify Radiologist of its intent to do so in writing. Such notice shall contain sufficient information concerning the facility and the diagnostic imaging services to be provided at such facility to enable Radiologist to make a reasonably informed decision concerning its rights under this Section.

2.02 **Covenants of Radiologist.** The Radiologist shall:

- a) **Staff Membership:** During the term of this Agreement, maintain their membership on the Hospital's Active Medical Staff or Provisional Active Medical Staff and privileges appropriate for the Radiology services they are required to provide pursuant to this Agreement, and abide by the Hospital's Medical Staff Bylaws, participate actively in Medical Staff functions, and contribute to the overall well being of the Medical Staff. In addition, Radiologist agrees to attend Medical Staff Meetings (currently four per year) and take appropriate share of Committee's duties and responsibilities. Notwithstanding the provisions of 2.02(a) Radiologist will attend 75% of Radiology Services and Radiation Safety Meetings as regularly scheduled, and if a meeting is missed, the draft minutes will be read and signed-off on within 15 days of their availability.
- b) **Responsibility:** Have authority and responsibility in conjunction with the Radiology Department Manager for the operation and administration of the Department with respect to the provision of Radiology and related services for the care of Hospital's patients, subject to the District's superior authority and responsibility for the operation and administration of the Department as set forth in this Agreement and by law. Radiologist shall be or designate the Custodian of Sealed Sources and all other materials that require licensure. Insure that an Authorized User (AU) as defined in 10CFR35.2 shall be on site in three (3) weeks per month as designated by the conditions of the NIH Radioactive Materials License (3384-14). An AU must be available for consultation and interpretation during the fourth (4th) week of any month. All Nuclear Medicine cases must be dictated within 24 hours and signed within 24 hours of completed transcription.
- c) **Operational and Administrative Services:** Provide professional services for operation and administration of, and only within the scope of, the Radiology services provided by the Department, which operational and administrative services shall include, but not necessarily be limited to, making all reasonable efforts in conjunction with the Radiology Department Manager to:
1. Perform those duties set forth in Title XXII and Medicare's Conditions of Participation.

2. Assure that tests, examinations, and procedures are properly performed, recorded, and reported.
3. Interact with members of the medical staff regarding issues of Department operations, quality, and test/procedure availability.
4. Design protocols and establish parameters for performance of clinical testing.
5. Recommend appropriate follow-up diagnostic tests when appropriate.
6. Supervise Department personnel in their performance of tests, procedures, recording, and reporting functions.
7. Select, evaluate, and validate test methodologies and control procedures.
8. Direct, supervise or perform and evaluate quality assurance.
9. Evaluate clinical Department data and establish, implement, and maintain a process for review of test results prior to issuance of patient reports.
10. Make all reasonable efforts to assure the Department is operated and administered in compliance with California licensure, Federal Medicare, and other applicable law, and applicable accreditation standards including, but not limited to, standards of The Joint Commission, and the American College of Radiology (ACR).
11. Assure that physical facilities, including space and the Department physical environment, are appropriate.
12. Supervise the establishment, implementation, and maintenance of quality control and quality improvement programs in the Department.
13. Assure that appropriate policies and procedures for Department Operations and personnel monitoring, evaluation, and remedial training, if needed, are developed and implemented.
14. Assure that appropriate training and continuing education are provided for Department personnel within the Board's determination of District resources available for such purpose. Radiologist shall provide quarterly reports to the Department Manager of the performance, quality of radiology images produced and professional behavior of the departmental staff.
15. Every reasonable effort will be made to have all radiology examinations dictated within 24 hours of examination completion. Reports will be finalized, and signed promptly upon completion of transcription, but within 24 hours of availability to be signed, excluding weekends. Electronic preliminary or phone reports will be provided when it is determined that this will require more than 24 hours, and the findings are considered to require urgent attention.
16. Reports shall be generated in a District-designated system. All final reports shall be completed by a properly credentialed and privileged radiologist.
17. All radiology reports for the District Orthopedic office shall be dictated within 24 hours of examination completion.
18. Radiologist shall produce an electronic preliminary report of STAT/ER examinations within one (1) hour of the examination, identified as such, being presented for review within the computer system.

19. Examinations designated "High Priority" within the District computer system shall have an electronic preliminary report within 4 hours of completion of the exam.
 20. Radiologist shall interpret, sign and finalize a report for all examinations with preliminary reports generated by teleradiologists by the end of the next business day after receipt.
 21. Radiologist will develop system to track all turnaround times, submit monthly reports, and present trends to the Radiology Services Committee as well as the Medical Executive Committee (if requested).
 22. Radiologists shall establish and maintain all required radiology peer review. Such peer review shall include no less than 5% of studies per physician, per modality. Appropriate collected data shall be submitted to Radiology Manager and Medical Staff office monthly.
 23. Radiologist shall include concordance/discordance with the teleradiologist's preliminary reports in the signed finalized reports.
 24. Radiologist will develop systems to track concordance/discordance of ALL teleradiology exams, and submit monthly reports.
 25. All significant discrepancies with teleradiologist preliminary reports shall be immediately brought to the attention of the Department Manager.
 26. Radiologists shall document by dictating the date, time and to whom called any time that the radiologist communicates a critical result to a physician. Dictated reports will be signed within 24 hours (not including weekends) of their availability to be signed.
 27. Radiologist will develop system to track all critical result communications as defined by Hospital Critical Result Policy, submit monthly reports, and explain all outliers.
 28. Radiologist shall actively participate with Radiology Service Chief for Critical Indicators reviews conducted per policy.
 29. Radiologist shall meet with Hospital Administrator, Department Manager and Radiology Service Chief as requested.
 30. Radiologist shall work with NIH hospital administration and department management to perform appropriate outreach programs to increase referrals to NIH from Bishop and outlying communities during monthly week of dual coverage.
 31. Radiologist shall address all IT related needs only through the Imaging Department Applications Specialist, Imaging Department Manager or the IT help desk. No changes to the electronic communication connections will be required to be made.
 32. Radiologist shall actively participate in appropriate Performance Improvement and Quality Assurance as indicated by Medical Staff Officers and Hospital Administration
- d) Professional Work: Perform the medical professional work of the Department, or, in the alternative utilize no more than ten (10) licensed Radiologists who have been granted appropriate clinical privileges in accordance with the Hospital's Medical Staff Bylaws. Train and orient to the department said alternative Radiologists. Radiologist agrees to perform one CME talk per each calendar six (6) month period.

- e) Procedures: Be responsible to see that all procedures designated above, and all other procedures requiring a Radiologic license, shall be performed only under the supervision of a licensed and qualified Radiologist. Radiologist shall be responsible to see that any necessary procedure, which, for any reason, is not performed by the Department, is promptly referred to another clinical Department.
- f) Purchase of Equipment: Radiologists will provide information on the image quality of equipment being considered for purchase. Radiologists shall be prohibited from other involvement in selection, negotiating purchase price and contract terms. Such purchasing functions shall remain the sole function of the District.
- g) Insurance: Carry professional liability insurance in such amounts as may be required, from time to time, by the Medical Staff Bylaws. Certificates of such insurance shall be furnished to the Hospital Administrator and Medical Staff Office, and shall provide for notification ten (10) days prior to cancellation thereof.
- h) Coverage: Radiologist will be physically on campus from 0800 to 1700 Monday through Friday except during NIH holidays in accordance with the table in Exhibit "C" made part hereof by reference. Any absence longer than 60 minutes during the hours 0800 and 1700 Monday through Friday shall be subsequent to the notification via email to the Radiology Department Manager, the Administrator on duty and the Medical Staff office at least 60 minutes in advance of such absence. Such notification shall include instructions relative to the interpretation of emergent images during such absences. Radiologist agrees to not break for lunch until the last scheduled patient visit is completed, and to return prior to when the next patient is scheduled. The parties hereto agree that any break may be interrupted by medical emergencies or medical staff meetings. Patient scheduling shall be determined by the District. Radiologist agrees to provide services as scheduled by the District.

Radiologist shall provide a monthly coverage schedule to the Radiology Department Manager. Such coverage schedule shall be provided at least 25 days prior to the month of coverage scheduled. Radiologist agrees to adhere to the schedule provided except in cases of emergency. The first monthly schedule shall be provided by Radiologist that shall cover the first four (4) weeks of the contract. Such schedule shall be Exhibit "B" and shall be the template for all subsequent 4-week schedules that will be provided by Radiologist in accordance with this section.

Any Radiologist providing on-site services shall be locally available for any emergent procedures or interpretations requiring the onsite presence after hours, on weekends and holidays, barring unforeseen circumstances. On-site Radiologist will be available to back-up tele-radiologists in the event of network service interruption that prevents remote access of images.

Teleradiology services will be used when the on-site Radiologist is unavailable.

- i) Notice of Absence. Provide 15 days notice to Administration and the Medical Staff of any planned absences of longer than 24 hours and the plan for providing coverage.
- j) Access to Books and Records: Provide access to books and records that are necessary to certify the nature and extent of Radiologist's costs to the Secretary of the U.S. Department of Health and Human Services ("HHS"), or their duly authorized representatives, until the expiration of four years after the furnishing of services under this Agreement. Access granted by this subdivision 2.02(h) is limited to that required by Section 952 of the Omnibus Reconciliation Act of 1980, Public Law 96-499, Section 1861 (v)(1)(I) of the

Social Security Act, and regulations issued hereunder. This access provision shall be of no force and effect if regulations issued by HHS do not require Radiologist to provide such access or if the regulations so issued are found to be legally invalid.

- k) Cooperation: In providing the services required by this Agreement, Radiologist shall cooperate with the District, the Hospital staff, and the members of the Medical Staff to maintain the integrity of the Hospital and to achieve the Hospital's and Department's mission and operational goals. Radiologist shall advise District management regarding all aspects of Department operations to assure high quality, cost effective, customer-oriented service.

2.03 Medicare Allocation and Time Records

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

- 2.04 Licensure and Certification. District shall be responsible, along with Radiologist, for matters relating to licensing of the Department under State and Federal law and its accreditation by The Joint Commission and by the American College of Radiology. Radiologist shall direct the Department and perform professional Radiology services in accordance with District Bylaws, the Medical Staff Bylaws, Rules and Regulations, and the standards established by the Executive Committee of the Medical Staff. In addition, Radiologist and District shall operate the Department in accordance with the standards established by the California Department of Public Health, The Joint Commission, ACR, and the department of Health and Human Services, and all other governmental laws and authorities relating to licensure and practice of Radiology in hospitals.

III
BILLING AND COMPENSATION

3.01 **Compensation to Radiologist for Administrative, Supervisor, Teaching and Other Services.** District shall pay Radiologist \$2,000.00 a month for Radiologist's administrative, supervisory, teaching and other services reasonably required for the orderly, timely and cost-effective operation of the Department. Payment of this monthly fee shall be made on or before the fifteenth day of the month following the month in which the Radiologist's services are rendered.

3.02. **Billing and Compensation for Professional Services. Guarantee.**

a) District shall bill and collect for Radiology services provided to Hospital inpatients and outpatients pursuant to this Agreement in accordance with the fee schedule in Exhibit A. District agrees that it will provide a four hundred and seventy six thousand dollar (\$488,000) income guarantee for the initial term; and a nine hundred seventy-six thousand dollar (\$976,000) income guarantee for the second (first one year) term; and an eight hundred seventy six thousand dollar (\$876,000) income guarantee for the third (second one year) term for such professional services.

b) Income from all professional services rendered within Inyo and Mono counties will be considered, excluding clinical consultations provided at the Rural Health Clinic outside of the contracted working hours.

3.03. **Billing and Compensation for Professional Services. Payment and Reconciliation.**

a) Guarantee will be met by NIH paying Radiologist 1/26th of the guarantee in section 3.02.a every two weeks, falling on the same dates as the NIH employees are paid.

b) Billing accounts will be reconciled 60 days after the end of each term. Reconciliations will be provided to the Radiologist at that time and will indicate gross billings, collections, refunds, and write-offs. Collections in excess of the guarantee will belong to Radiologist and payment will be made within ten days of final reconciliation for each term. All reconciliations will be calculated on a cumulative basis beginning with the initial term of the agreement.

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

a) District shall bill and collect for professional services in compliance with applicable laws, customary professional practices, and the Medicare and MediCal Programs, and other third-party payer programs, whether public or private. All accounts receivable generated pursuant to this agreement shall remain the sole property of the District.

b) Radiologist shall accept payment from all insurance carriers with which Hospital has agreements.

c) Radiologist will work with District to obtain consistent contracts with various payers.

d) Hospital will only bill for "Final Reads" signed off by Radiologist. Hospital will only compensate Radiologist for "Final Reads" signed off by Radiologist.

- e) Studies sent to other radiologists for final read will be billed for by the Hospital and Radiologist will be compensated for only if the study is sent to a physician that the Hospital has a billing arrangement with.
- f) Studies performed by hospital and sent to outside Radiologists who bill for the service that Hospital cannot bill for the professional fee will result in the appropriate reduction in radiologist compensation.

3.05. **Accounts Receivable**

Accounts Receivable will belong to NIH at all times except on termination, in which event the Accounts Receivables balance will be set off against, and used to satisfy any unpaid income guaranteed to Radiologist under this Agreement. If there remains a balance after all income guarantees have been offset the Radiologist will be entitled to the collections generated from the balance. Radiologist will be paid the collections as they occur on a monthly basis until the balance is exhausted.

IV

GENERAL PROVISIONS

- 4.01 **Intent and Construction.** Nothing in this Agreement is intended to require, or shall be construed as requiring, the District to do any act or adopt any course of action which the District Board, either directly or through its lawful designee, determines to be not in the best interests of the District or the Hospital.
- 4.02 **Independent Contractor.** In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that Radiologist is at all times acting and performing as an independent contractor practicing his or her profession of medicine and specializing in Radiology. District shall neither have nor exercise any control or direction over the methods by which Radiologist shall perform his work and function; the sole interest and responsibility of District being to assure that the services covered by this Agreement are performed and rendered in a competent, efficient and satisfactory manner. The standards of medical practice and professional duties of Radiologist shall be determined by the medical staff of the Hospital. All applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of physicians and hospitals and to the operation of the Department shall be fully complied with by all parties hereto.
- 4.03 **Records.** The originals of all medical records prepared by Radiologist shall be the property of District and shall be retained at the Hospital premises. Radiologist shall have access to and may photocopy relevant documents and records upon reasonable notice. All charts shall be duly posted in a timely manner.
- 4.04 **Assignment.** Except as expressly provided in subdivisions (d), (e), and (g) of Section 2.02 above, nothing in this Agreement shall be construed to permit assignment by Radiologist of any rights or duties under this Agreement. Such assignment is expressly prohibited without the written consent of the District.
- 4.05 **Term of Agreement.** Except as set forth in Section 4.06, this Agreement shall remain in full force and effect for a term of six (6) months commencing January 16, 2014 ending July 16, 2014. The agreement shall automatically renew for 2 additional one-year terms unless notice

is given of the intent to cancel the agreement by either party ninety days prior to the renewal date of any term.

4. 06 **Termination.** Either party may terminate this agreement without cause by providing at least ninety (90) days notice. Either party may terminate this agreement for cause with 60 days notice. Defaulting party will have a reasonable period of time to correct default, not to exceed 60 days. District may terminate this Agreement and all rights of Radiologist hereunder, immediately and without notice upon the occurrence of any of the following events:
- a) The appointment of a receiver of Radiologist's assets, an assignment by Radiologist for the benefit of his creditors, or any adjudication of the Radiologist as a bankrupt or insolvent.
 - b) Closure of the Hospital.
 - c) Loss of any currently held ACR accreditations other than Breast Imaging.
 - d) Any adverse action of the medical staff upon the Radiologist of any of the Radiologists provided pursuant to this agreement.
 - e) Loss of any privileges by Radiologist of any Radiologist provided pursuant to this agreement.
4. 07 **Integration and Modification.** This is the entire Agreement of the parties. Any modification of this Agreement may only be made in a writing signed by both parties.
4. 08 **Severability.** In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.
4. 09 **Binding on Successors.** Subject to the restrictions against transfer or assignment set forth above, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, legatees, agents, trustees, conservators, and personal representatives of the parties, and all persons claiming by, through, or under them.
4. 10 **Waiver.** The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition. A party's subsequent acceptance of performance by the other shall not be deemed to be a waiver of any preceding breach of any term, covenant, or condition of this Agreement, regardless of knowledge of such preceding breach at the time of acceptance of such performance.
4. 11 **Notice.** Any notice required or permitted to be given hereunder shall be written, and may be delivered personally to the addressee or sent to it by United States mail, first class postage prepaid, and addressed to each of the parties at the following respective addresses (or such other address as may hereafter be designated by a party by written notice thereof to the other party):

HOSPITAL
Administrator/CEO
Northern Inyo Hospital
150 Pioneer Lane
Bishop, California 93514

RADIOLOGIST
High Sierra Imaging and
Interventions
C/O Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514

Notice shall be effective on the third day after mailing.

- 4. 12 **Attorney's Fees.** If any litigation or proceeding is commenced between the parties to this Agreement, concerning this Agreement and/or the rights and duties of either party in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to such other relief granted, to a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the Court in that litigation or in a separate action brought for that purpose.
- 4. 13 **Gender and Number.** In the construction of this Agreement the gender shall include the feminine and neuter, and the singular the plural, and *vice versa*, as the context may indicate.
- 4. 14 **Mutual Preparation.** Preparation of this Agreement shall be deemed to have been by both parties.
- 4. 15 **Non-Compete.** During the term of this Agreement, Radiologist agrees not to provide or render, for any form of compensation, any radiology or diagnostic imaging services at any location or for any Hospital or Clinic located within a 55 mile radius of NIH without the prior written approval of District. District agrees not to hire or contract directly or indirectly with any physician either employed or contracted with Radiologist.
- 4. 16 **Credentialing.** The Parties agree that RADIOLOGIST will only request credentialing for ten (10) radiologists. The Parties also agree that during the initial term, no more than two of these 10 will be replaced with Radiologists who require credentialing (one Radiologist may be added to the 10 with the approval of the CEO or Radiology Services Committee). The need for additional Radiologists for subsequent terms will be agreed to prior to renewal. This provision does not limit the number of Teleradiologists.

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

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT:

M.C. Hubbard, President
District Board of Directors

Date

RADIOLOGIST:

Thomas McNamara, M.D.
High Sierra Imaging and Interventions,
Inc.

Date

Exhibit "A"

Pro Fee Schedule

CPT	PROCEDURE	CHARGE
10021	SU FNA W/O IMAGE GUIDE	\$415
10160	SU PUNC ASPIR ABCESS/CYST	\$165
19000	SU PUNC ASPIR BREAST	\$115
19001	SU PUNC ASP CYST, BREAST ADDIT	\$57
19030	SU INJECT DUCTO/GLACTO GRAM	\$450
19102	SU BIOP BREAST W/IMAGE GUIDE	\$270
19103	SU STEREO BREST BIOP VAC ASST	\$491
19103-51	SU STER BRST BIO VAC ADD SITES	\$500
19290	SU NEEDLE LOCAL WIRE	\$170
19291	SU STEREO NEDLE LOC ADD LESION	\$84
19295	SU STEREO PLACE LOCAL CLIP	\$269
20206	SU EXCISION BX MUSCLE, PERCUT.	\$742
20225	SU BIOPSY BONE DEEP	\$2,612
20500	SU INJECT SINUS TRACT THERAPY	\$497
20501	SU INJECT FISTULAGRAM	\$100
20600	SU INJECT ARTHOCENTESIS ASP	\$104
20605	SU ASP INTERMED JOINT	\$106
20610	SU ASP MAJOR JOINT	\$125
21116	SU INJECT TMJ ARTHROGRAM	\$110
	SU VERTEBROPLASTY THORACIC	
22520	ONE	\$925
22521	SU VERTEBROPLASTY ONE	\$925
22522	SU VERTEBROPLASTY ADD LEVEL	\$566
23350	SU INJECT SHOULDER ARTHROGRAM	\$133
24220	SU INJECT ELBOW ARTHROGRAM	\$175
25246	SU INJECT WRIST ARTHROGRAM	\$194
27093	SU INJECT HIP ARTHROGRAM	\$182
27095	SU INJECT HIP W ANES ARTHRGRM	\$209
27096	SU INJECT SACRILIAC ARTHROGRAM	\$174
27370	SU INJECT KNEE ARTHROGRAM	\$130
27648	SU INJECT ANKLE ARTHROGRAM	\$130
31708	SU CONTRAST LARYNGOGRAPHY	\$200
32000	SU THORA PUNCT PLEURAL CAVITY	\$201
32095	SU BIOPSY OF LUNG LTD	\$1,600
32400	SU EXC PLEURA BX, PERCUTANEOUS	\$230
32405	SU EXCISION LUNG BX PERCUT.	\$229
32420	SU PENUMOCENT PUNCT LUNG	\$301

35456	SU REPAIR ARTERIAL BLOCKAGE	\$900
35471	SU TRANS ANGIO PER RENAL/ VIS	\$8,733
35472	SU TRANS ANGIO PERC AORTIC	\$5,651
35473	SU TRANS ANGIO PERC ILIAC	\$5,223
35474	SU TRANS ANGIO PERC FEMOREAL	\$7,529
35475	SU TRANS ANGIO PERC TRUNK EACH	\$5,200
35476	SU TRANS ANGIO PERC VENOUS	\$4,020
36000	SU INTRACATHETER VEIN	\$25
36002	SU INJECTION PERC PSEUDOANEUR	\$486
36005	SU INJECT VENOGRAM	\$126
36010	SU INTRO CATH VENA CAVA	\$2,154
36011	SU CATHETER FIRST ORDER BRANCH	\$2,457
36012	SU CATH SECOND ORDER BRANCH	\$2,227
36013	SU INTRO CATH R HEART/PUL ART SU CATH PLACE PULMONARY	\$2,370
36014	ARTERY	\$2,291
36015	SU CATH SEG/SUB SEG PULM ART. SU INTRACATH	\$2,690
36100	CAROTID/VERTEBRAL	\$1,505
36120	SU INTRACATH RET BRACHIAL ART.	\$1,262
36140	SU INTRACATH RETRO EXTREM ART.	\$1,467
36145	SU INTRACATH ART/VENOUS SHUNT SU INTRACATH AORT TRANS	\$1,442
36160	LUMBAR SU INTRODUCTION CATHETER	\$1,595
36200	AORTA	\$1,941
36215	SU CATH ART 1ST ORDER THORAC	\$2,514
36216	SU CATH ART 2ND ORDER THORAC	\$2,725
36217	SU CATH ART 3RD ORDER THORAC	\$4,890
36218	SU CATH ADDL ARTERIAL THORACIC SU CATH 1ST ORD ABD/LOW	\$606
36245	EXTREM	\$2,914
36246	SU CATH 2ND ORD ABD/LOW EXT	\$2,797
36247	SU CATH 3RD ORDER ABD/LOW EXT	\$4,424
36248	SU CATH ADDL ABD/LOW EXT	\$503
36400	SU VENIPUNCT <3YRS FEM/JUGULAR	\$47
36405	SU VENIPUNCT 3YRS SCALP VEIN	\$39
36406	SU VENIPUNCT< 3YRS OTHER VEIN	\$25
36410	SU VENIPUNCT> 3YRS BY MD	\$25
36415	SU VENIPUNCTURE SU VENIPUNCTURE CUTDOWN	\$25
36420	<AGE1	\$136
36425	SU VENIPUNCTURE CUTDOWN>AGE1	\$93
36478	SU EV ABLATION FIRST VIEN	\$3,172
36479	SU EV ABLATION 2ND & SUB VEIN	\$677

36489	SU PLACE CENT VENOUS CATH	\$311
36500	SU VENOUS CATH SELECT ORGAN	\$472
36556	SU INSERT NON TUNNEL CATH	\$487
36558	SU INSERT TUNNEL CATH	\$2,071
36569	SU INSERT PICC W/O PORT OR PUM	\$194
36571	SU INSERT PERIP CVAD W/ PORT	\$2,409
36575	SU REPAIR CVA CATH W/O PORT	\$484
36576	SU REPAIR CVA CATH W/ PORT	\$1,008
36578	SU REPLACE CATH CVA DEVICE	\$1,450
36580	SU REPLACE NON TUNNEL CATH	\$828
36581	SU REPLACE TUNNEL CATH	\$1,002
36582	SU REPLACE TUNNELED CVAD	\$1,878
36583	SU REPLACE TUNNEL CVA W/PUMP	\$2,469
36585	SU REPLACE PERIP CVAD W/PORT	\$2,370
36589	SU REMOVAL TUNNEL CATH W/O POR	\$225
36590	SU REMOVAL TUNNEL CVA DEVICE	\$400
36597	SU REPOSITION CVC UNDER FLUORO	\$130
36870	SU THROMBECTOMY PERC	\$654
37182	SU INSERT TIPS	\$2,347
37200	SU TRANSCATH BIOPSY	\$477
37201	SU TRANS CATH INFUSION	\$744
37204	SU TRANSCATH OCC EMBOL	\$1,912
37205	SU TRANS CATH STENT INITIAL	\$1,071
37206	SU TRANSCATH STENT EA ADD VESS	\$565
38792	NM INJ SENTINEL NODE	\$80
42550	SU INJECT SIALOGRAM	\$166
43752	SU PLACE NASOGASTRIC TUBE	\$60
43760	SU GASTROSTOMY TUBE CHANGE	\$155
47000	SU BIOPSY LIVER PERCUTANEOUS	\$252
47001	SU NEEDLE BX LIVER ADD ON ONLY	\$210
47380	SU ABLATION LIVER RADIOFREQ	\$3,600
47382	SU ABLATION 1 OR + LIVER TUMOR	\$1,548
47399	SU UNLISTED LIVER PROCEDURE	\$600
47500	SU INJECT CHOLANGIOGRAM	\$260
47505	SU INJECT CHOLANGIOGRAM T TUBE	\$100
47510	SU INTRO CATH TRANSHEP BIL DRA	\$1,675
47511	SU INTRO CATH TRANSHEP STENT	\$2,046
47525	SU CHANGE PERCUT BILIARY CATH	\$1,639
47530	SU TRANSHEP TUBE REVI/REINSERT	\$1,065
47630	SU EXTRACT BILIARY STONE, PERC	\$1,213
48102	SU BIOPSY PANCREA, PERC NEEDLE	\$696
49020	SU DRAIN OF ABSCESS TRANSABD	\$3,378
49021	SU DRAIN OF ABCESS TRAN ABD	\$1,934

49040	SU DRAIN SUBDIAP ABCESS	\$2,126
49041	SU DRAIN SUBDIAPHR ABCESS,PERC	\$1,862
49060	SU DRAIN RETROPER ABCESS	\$2,493
49061	SU DRAIN RETRPERT ABCESS,PERCUT	\$1,847
49080	SU PERITONEOCENTESIS ABD	\$180
49180	SU BIOPSY ABD RETROPERI MASS	\$230
49400	SU INJECT AIR OR CONT PERITON	\$267
49420	SU INSERT INTRAPERI CATH	\$316
49423	SU EXCHANGE DRAINAGE CATHETER	\$1,536
49427	SU INJECT CONT PERI SHUNT	\$137
50200	SU BIOPSY RENAL PERC NEEDLE	\$352
50390	SU INJECT RENAL CYST, PERC	\$260
50392	SU INTRA CATH RENAL PERC	\$447
50393	SU INTRO CATH/STENT URETER PER	\$549
50394	SU INJECT NEPHRO THRU TUBE	\$100
50395	SU INTRO GUIDE W/DILATE PERC	\$447
50398	SU NEPHROSTOMY TUBE CHANGE	\$1,405
50684	SU INJECT URETER THRU CATH	\$101
50690	SU INJECT ILEAL CONDUIT	\$154
51600	SU INJECT CYSTOGRAM	\$116
51610	SU INJECT URETHROCYST RETRO	\$139
58340	SU INJECT & CATH HSG	\$122
58345	SU INTRO FALLOPIAN TUBE CATH	\$641
58823	SU DRAIN PELVIC ABCESS, PERCUT	\$1,959
60100	SU EXC BIOPSY THYROID PERC	\$206
60540	SU BIOPSY ADRENAL GLAND	\$2,014
61055	SU SPINAL PUNC W/INJ DRUGS	\$383
62270	SU SPINAL PUNC LUMBAR DIAG	\$159
62272	SU SPINAL PUNC THERAP	\$200
62273	SU INJECT EPIDURAL BLOOD PATC	\$338
62280	SU INJECT NEUROLYTIC SUBARACN	\$332
62281	SU INJECT NEUROLYTIC EPI C/T	\$326
62282	SU INJECT NEUROLYTIC EPI LS	\$294
62284	SU INJECT MYLEOGRAM	\$208
62287	SU ASPIRATION DISC	\$1,102
62290	SU INJ DISKOGRAPHY LUMBAR	\$382
62291	SU INJECT DISKOGRAPHY CERVICAL	\$406
62310	SU INJECT SING DX OR THER C/T	\$233
62311	SU INJECT SING DX OR THER LS	\$190
62318	SU INJ W/CATH DX/THER C OR T	\$247
62319	SU INJ W/CATH DX/THER LS	\$226
64450	SU INJ DACRYOSCSTO CONT	\$160
64470	SU INJ FACET C/T SINGLE	\$157
64472	SU INJ ANES C/T ADD LEVEL	\$110

64475	SU INJ ANES FACET LUMBAR SING	\$395
64476	SU INJ ANES FACET LUMBAR ADD	\$158
64479	SU INJ ANES CERV SINGLE LEVEL	\$283
64480	SU INJ ANES CERV ADD LEVEL	\$202
64483	SU INJ ANES / L/S SINGLE LEVEL	\$971
64484	SU INJ ANES LS ADD LEVEL	\$172
64530	SU INJ ANES AGENT CELIAC PLEX	\$403
70010	IR MYELOGRAM POST FOSSA S & I	\$233
70015	IR CISTERNOGRAM S & I	\$232
70030	XR EYE FOREIGN BODY	\$34
70100	XR MANDIBLE LESS THAN 4 VIEW	\$35
70110	XR MANDIBLE COMP 4 VWS	\$49
70120	XR MASTOIDS LESS THAN 3 VIEWS	\$35
70130	XR MASTOIDS COMP 3 VWS	\$66
70134	XR INT AUDITORY MEATI COMPL	\$64
70140	XR FACIAL BONES <3 VIEWS	\$38
70150	XR FACIAL BONES COMP 3 VWS	\$50
70160	XR NASAL BONES COMPLETE	\$34
70170	XR DACRYOCYST NASOLAC S & I	\$59
70190	XR OPTIC FORAMINA	\$41
70200	XR ORBITS 4+ VIEWS	\$55
70210	XR SINUSES LESS THAN 3VIEWS	\$34
70220	XR SINUSES COMP	\$50
70240	XR SELLA TURCICA	\$38
70250	XR SKULL LESS THAN 4 VIEWS	\$46
70260	XR SKULL COMP	\$66
70300	XR TEETH SINGLE VIEW	\$58
70310	XR TEETH PARTIAL EXAM	\$34
70320	XR TEETH COMPLETE EXAM	\$43
70328	XR TMJ OPEN & CLOSED UNILAT	\$35
70330	XR TMJ BILATERAL	\$46
70332	XR ARTHROGRAM TMJ S & I	\$105
70336	MR TMJ	\$289
70360	XR NECK, SOFT TISSUE	\$34
70370	FL PHARYNX OR LARYNX	\$62
70371	FL PHARYNGEAL & SPEECH EVAL	\$165
70373	FL LARYNGOGRAPH W/CONT S & I	\$85
70380	XR SALIVARY GLAND CALCULUS	\$34
70390	FL SIALOGRAM S& I	\$75
70450	CT HEAD W/O CONTRAST	\$166
70460	CT HEAD WITH CONTRAST	\$222
70470	CT HEAD W&WO	\$250
70480	CT ORB, SELLA, POST FOSSA W/O	\$250
70481	CT ORB, SELLA, POST FOSSA WITH	\$268

70482	CT ORB,SELLA,POST FOSSA W&WO	\$282
70486	CT MAXILLOFACIAL W/O CONTRAST	\$223
70487	CT MAXILLOFACIAL WITH CONTRAST	\$255
70488	CT MAXILLOFACIAL W& WO	\$277
70490	CT SOFT TISSUE NECK W/O CONTR	\$250
70491	CT SOFT TISSUE NECK WITH CONTR	\$268
70492	CT SOFT TISSUE NECK W&WO	\$282
70496	CT ANGIOGRAM HEAD W&WO	\$354
70498	CT ANGIOGRAM NECK W&WO	\$354
70540	MR MRI ORBIT, FACE, NECK W/ O	\$260
70542	MR MRI ORB, FACE, NECK, W/ CON	\$313
70543	MR MRI ORB, FACE, NECK W&WO	\$415
70544	MR MRA HEAD W/O CONTRAST	\$233
70545	MR MRA HEAD W/ CONTRAST	\$233
70546	MR MRA HEAD W&WO	\$351
70547	MR MRA NECK W/O CONTRAST	\$233
70548	MR MRA NECK WITH CONTRAST	\$233
70549	MR MRA NECK W&WO	\$351
70551	MR MRI BRAIN W/O CONTRAST	\$289
70552	MR MRI BRAIN W/CONTRAST	\$350
70553	MR MRI BRAIN W& WO	\$460
71010	XR CHEST 1VIEW	\$35
71015	XR CHEST STEREO, FRONTAL	\$41
71020	XR CHEST 2 VIEWS	\$44
71021	XR CHEST 2 VIEWS W / APICAL	\$52
71022	XR CHEST WITH OBLIQUE	\$62
71023	XR CHEST 2VIEW W / FLUORO	\$75
71030	XR CHEST 4 VIEWS	\$60
71034	XR CHEST 4 VIEWS W FLUORO	\$91
71035	XR CHEST LAT DECUBITIS	\$35
71040	FL BRONCHOGRAPHY UNILAT S & I	\$113
71060	FL BRONCOGRAPHY BILAT S & I	\$144
71100	XR RIBS UNILAT, TWO VIEWS	\$43
71101	XR RIBS UNI, 3 VWS W PA CXR	\$52
71110	XR RIBS BILATERAL, 3 VIEWS	\$52
71111	XR RIBS BILAT4 VWS W PA CXR	\$62
71120	XR STERNUM	\$40
71130	XR STERNOCLAVICULAR JOINT	\$43
71250	CT CHEST W/O CONTRAST	\$226
71260	CT CHEST WITH CONTRAST	\$240
71270	CT CHEST W&W/O CONTRAST	\$268
71275	CT ANGIOGRAM CHEST W&W/O	\$385
71550	MR MRI CHEST WO CONTRAST	\$281
71551	MR MRI CHEST W/CONTRAST	\$335

71552	MR MRI CHEST W&WO	\$438
71555	MR MRA CHEST W& WO CONT	\$354
72010	XR SPINE SURVEY 2 VIEWS	\$90
72020	XR SPINE SINGLE VIEW	\$30
72040	XR C SPINE 2 OR 3 VIEWS	\$44
72050	XR C SPINE 4 + VIEWS	\$62
72052	XR C SPINE W/ FLEX EXT	\$72
72069	XR SPINE SCOLIOSIS STANDING	\$46
72070	XR THORACIC SPINE 2 V	\$43
72072	XR THORACIC SPINE 3 V	\$43
72074	XR THORACIC SPINE 4 VIEWS	\$43
72080	XR SPINE THORACOLUMBAR 2 V	\$45
72090	XR SCOLIOSIS W SUPINE ERECT	\$56
72100	XR L SPINE 2 OR 3 VIEWS	\$45
72110	XR L SPINE 4+ VIEWS	\$62
72114	XR L SPINE W/ BENDING	\$73
72120	XR L SPINE BENDING ONLY	\$45
72125	CT C SPINE W/O CONTRAST	\$226
72126	CT C SPINE WITH CONTRAST	\$238
72127	CT C SPINE W&WO	\$250
72128	CT T SPINE W/O CONTRAST	\$226
72129	CT T SPINE WITH CONTRAST	\$238
72130	CT T- SPINE W&WO	\$250
72131	CT L SPINE W/O CONTRAST	\$226
72132	CT L SPINE WITH CONTRAST	\$240
72133	CT LSPINE W&WO	\$250
72141	MR MRI C SPINE W/O CONT	\$312
72142	MR MRI C SPINE WITH CONT	\$378
72146	MR TSPINE W/O CONT	\$312
72147	MR T SPINE WITH CONT	\$289
72148	MR MRI L SPINE W/O CONT	\$289
72149	MR MRI L SPINE WITH CONT	\$351
72156	MR MRI C SPINE W&WO	\$502
72157	MR T SPINE W&WO	\$501
72158	MR L SPINE W&WO	\$462
72159	MR MRA SPINE W OR W/O CONT	\$364
72170	XR PELVIS 1 OR 2 VIEWS	\$35
72190	XR PELVIS COMPLETE 3 VIEWS	\$40
72191	CT ANGIOGRAM PELVIS W&W/O	\$362
72192	CT PELVIS W/O CONTRAST	\$212
72193	CT PELVIS WITH CONTRAST	\$226
72194	CT PELVIS W&W/O CONTRAST	\$238
72195	MR MRI PELVIS W/O CONT	\$282
72196	MR MRI PELVIS WITH CONT	\$333

72197	MR MRI PELVIS W&WO	\$438
72198	MR MRA PELVIS W OR W/O CONT	\$364
72200	XR SACROILIAC JOINTS < 3 V	\$34
72202	XR SACROILIAC JTS 3+ VIEWS	\$38
72220	XR SACRUM/ COCCYX	\$98
72240	IR MYELOGRAM CERVICAL S& I	\$176
72255	IR MYELOGRAM THORACIC S& I	\$175
72265	IR MYELOGRAM L SPINE S & I	\$161
72270	IR MYELO 2 OR MORE REGIONS	\$260
72275	IR EPIDUROGRAPHY S & I	\$140
72285	IR DISKOGRAPHY C OR T SP S & I	\$225
72295	IR DISKOGRAPHY L SPINE S & I	\$163
73000	XR CLAVICLE	\$32
73010	XR SCAPULA	\$34
73020	XR SHOULDER 1 VIEW	\$30
73030	XR SHOULDER 2 PLUS VIEWS	\$35
73040	FL ARTHROGRAM SHOULDER S& I	\$106
73050	XR ACROMIOCLAVICULAR JT BIL	\$41
73060	XR HUMERUS	\$34
73070	XR ELBOW 2 VIEWS	\$30
73080	XR ELBOW 3 + VIEWS	\$34
73085	FL ARTHROGRAM ELBOW S & I	\$108
73090	XR FOREARM 2 V	\$33
73092	XR UP EXT INFANT 2 VIEWS	\$33
73100	XR WRIST 2 VIEWS	\$34
73110	XR WRIST 3 PLUS VIEWS	\$34
73115	FL ARTHROGRAM WRIST S & I	\$108
73120	XR HAND 2 VIEWS	\$33
73130	XR HAND 3 V PLUS	\$34
73140	XR FINGER(S) 2 V PLUS	\$30
73200	CT UPPER EXT W/O CONTRAST	\$213
73201	CT UPPER EXT WITH CONTRAST	\$226
73202	CT UPPER EXT W&W/O CONTRAST	\$240
73206	CT ANGIOGRAM UP EXT W&W/O	\$362
73218	MR UP EXT NON JT W/O CONT	\$260
73219	MR UP EXT NON JT W/CONT	\$313
73220	MR UP EXT NON JT W/O & W	\$417
73221	MR UP EXT JOINT W/O CONT	\$260
73222	MR UPPER EXT JOINT W/CONT	\$313
73223	MR UP EXT JOINT W/O&W/CONT	\$415
73225	MR MRA UP EXT JT W/O&W/CONT	\$350
73500	XR HIP UNI 1 VIEW	\$34
73510	XR HIP UNIL COMPLETE 2+V	\$109
73520	XR HIPS BILAT w/ AP PELVIS	\$52

73525	FL ARTHROGRAM HIP S&I	\$108
73530	XR HIP DURING OPERATIVE PROC	\$56
73540	XR PELVIS & HIPS CHILD 2+ V	\$41
73542	FL ARTHRO SACROILIAC JT S & I	\$300
73550	XR FEMUR 2 VIEWS	\$34
73560	XR KNEE 1 OR 2 VIEWS	\$35
73562	XR KNEE 3 VIEWS	\$37
73564	XR KNEE COMPLETE 4+ V	\$45
73565	XR KNEES BIL STANDING AP	\$37
73580	FL ARTHROGRAM KNEE S & I	\$108
73590	XR TIBIA FIBULA 2 VIEWS	\$34
73592	XR TIBIA FIBULA, INFANT 2 V	\$34
73600	XR ANKLE 2 VIEWS	\$34
73610	XR ANKLE COMPLETE 3 PLUS V	\$34
73615	FL ARTHROGRAM ANKLE S & I	\$108
73620	XR FOOT 2 VIEWS	\$34
73630	XR FOOT COMPLETE 3 + VIEWS	\$34
73650	XR CALCANEUS 2 PLUS V	\$34
73660	XR TOE(S) 2 PLUS VIEWS	\$30
73700	CT LOWER EXT W/O CONTRAST	\$212
73701	CT LOWER EXT WITH CONTRAST	\$226
73702	CT LOWER EXT W&W/O CONTRAST	\$238
73706	CT ANGIOGRAM LOWER EXT W&W/O	\$380
73718	MR MRI LOW EXT NON- JT W/O	\$260
73719	MR MRI LOW EXT NON-JT W/CON	\$312
73720	MR MRI LOW EXT NON-JT W&WO	\$417
73721	MR MRI LOW EXT JT W/O CONT	\$260
73722	MR MRI LOW EXT JT W/CONT	\$315
73723	MR MRI LOWER EXT JOINT W&WO	\$380
73725	MR MRA LOWER EXT W/ OR W/O	\$355
74000	XR ABDOMEN AP	\$35
74010	XR ABD AP WITH OBLIQ & CONE	\$45
74020	XR ABD INCLUD DECUB/ERECT	\$52
74022	XR ABD COMPLETE SERIES	\$62
74150	CT ABDOMEN W/O CONTRAST	\$232
74160	CT ABDOMEN WITH CONTRAST	\$247
74170	CT ABDOMEN W& W/O CONTRAST	\$273
74175	CT ANGIOGRAM ABDOMEN W&W/O	\$380
74181	MR MRI ABDOMEN W/O CONT	\$281
74182	MR MRI ABDOMEN WITH CONT	\$334
74183	MR MRI ABD W/O & W/ CONT	\$438
74185	MR MRA ABD W OR W/O CONT	\$351
74190	FL PERITONEOGRAM S & I	\$94

74210	FL PHARYNX / CERVICAL ESOPH	\$72
74220	FL ESOPHAGRAM	\$90
74230	FL VIDEO SWALLOW STUDY	\$104
74235	FL REM FOREIGN BODY ESO S & I	\$231
74240	FL UGI LTD W/O AIR & W/O KUB	\$135
74241	FL UGI W/O AIR & W/ KUB	\$135
74245	FL UGI W/O AIR OR KUB W/SBFT	\$178
74246	FL UGI W/ AIR & W/O KUB	\$135
74247	FL UGI W/ AIR W/ KUB	\$135
74249	FL UGI W/ AIR & SBFT	\$178
74250	FL SMALL BOWEL SERIES	\$91
74251	FL SBFT VIA ENTEROCLYSIS	\$135
74270	FL BARIUM ENEMA W OR W/O KUB	\$135
74280	FL BARIUM ENEMA WITH AIR	\$193
74283	FL THERAP ENEMA FOR OBSTRUCT	\$390
74290	FL CHOLECYSTOGRAM ORAL	\$62
74291	FL CHOLECYSTOGRAM REPEAT	\$40
74300	FL CHOLANGIOGRAM INTRAOP S & I	\$60
74301	FL CHOLANGIO INTRAOP ADD S&I	\$30
74305	FL CHOLANGIOGRAM POST OP S&I	\$82
74320	FL CHOLANGIOGRAM S & I	\$105
74327	FL CHOLANGIOGRAM POST OP	\$136
74328	IR ENDO CATH BILIARY S & I	\$138
74329	IR ENDO CATH PANCREATIC S & I	\$138
74330	IR ENDO CATH BILI/PANCREAS S&I	\$176
74340	IR INTRO GI TUBE W/ FLUORO	\$105
74350	IR GASTROSTOMY TUBE S & I	\$148
74355	IR ENTEROCLYSIS TUBE S & I	\$147
74360	IR INTRALUMIN DILATE OBSTR S&I	\$105
74363	IR BILIARY DUCT DILATION S & I	\$173
74400	FL IVP W/ OR W/O KUB	\$96
74410	FL UROGRAPHY INFUSION	\$96
74420	FL UROGRAM RETRO W OR WO KUB	\$72
74425	FL UROGRAM ANTEGRADE S & I	\$74
74430	FL CYSTOGRAM S& I	\$56
74440	FL VASOGRAPHY, VESICULO S & I	\$75
74450	FL URETHROCYSTO RETRO S&I	\$66
74455	FL VOID CYSTOURETHROGRAM S&I	\$65
74470	IR RENAL CYST STUDY S & I	\$105
74475	IR INTRO RENAL INTRACATH S&I	\$105
74480	IR INTRO URETE CATH PERCUT S&I	\$105
74485	IR DILAT URETER/URETHRA S & I	\$106
74710	XR PELVIMETRY	\$67
74740	FL HYSTEROSALPINGOGRAM S& I	\$75

74742	FL CATH FALLOPIAN TUBES S & I	\$122
74775	FL PERINEOGRAM / VAGINOGRAM	\$123
75552	MR MRI CARDIAC IMAG W/O CONT	\$312
75553	MR MRI CARDIAC IMAG W CONTR	\$392
75554	MR MRI CARDIAC FUNCTION COMP	\$362
75555	MR MRI CARDIAC FUNCTION LTD	\$348
75556	MR MRI CARD VELOCITY FLOW MAP	\$400
75600	IR AORTOGRAM THORACIC S & I	\$100
75605	IR AORTOGRAM THOR SERIAL S&I	\$227
75625	IR AORTOGRAM ABD SERIAL S&I	\$224
75630	IR AORT ABD+BIL ILIOFEMORAL	\$355
75635	CT ANGIO ABD AORTA/BIL ILIOFEM	\$483
75650	IR ANGIO CERVICOCEREBRAL S&I	\$293
75658	IR ANGIO BRACHIAL RETRO S & I	\$259
75660	IR ANGIO EXT CAROTID UNI S&I	\$259
75662	IR ANGIO EXT CAROTID BIL S & I	\$333
75665	IR ANGIO CAROTD/CERB UNIL S&I	\$259
75671	IR ANGIO CAROTID/CEREB BIL S&I	\$326
75676	IR ANGIO CARTID CERV. UNI S& I	\$259
75680	IR ANGIO CAROTD CERV. BIL S&I	\$326
75685	IR ANGIO VERT, CERB, INTRACRAN	\$257
75705	IR ANGIO SPINAL S & I	\$432
75710	IR ANGIO EXTREMITY UNI S & I	\$226
75716	IR ANGIO EXTREMITY BIL S & I	\$257
75722	IR ANGIO RENAL UNI S & I	\$227
75724	IR ANGIO RENAL BIL S & I	\$300
75726	IR ANGIO VISCERAL S & I	\$222
75731	IR ANGIO ADRENAL UNI S & I	\$222
75733	IR ANGIO ADRENAL BIL S & I	\$258
75736	IR ANGIO PELVIC S & I	\$224
75741	IR ANGIO PULMONARY S & I	\$256
75743	IR ANGIO PULMONARY BIL S & I	\$323
75746	IR ANGIO PULM NON SELECTIVE	\$223
75756	IR ANGIO INTERNAL MAM S & I	\$232
75774	IR ANGIO ADD VESSEL S & I	\$72
75790	IR ANGIO ARTERIOVEN SHUNT	\$360
75801	IR LYMPHANGIOGRAM EXT UNI	\$160
75803	IR LYMPHANGIOGRAM EXT BIL	\$228
75805	IR LYMPHANGIO PELVIC/ABD UNI	\$160
75807	IR LYMPHANGIO PELVIC/ABD BIL	\$229
75809	IR SHUNTOGRAM NON VAS S & I	\$93
75810	IR SPLENOPORTOGRAM S & I	\$224
75820	IR VENOGRAM EXT UNI S & I	\$140
75822	IR VENOGRAM EXT BIL S & I	\$207

75825	IR VENOGRAM INF CAVAL S & I	\$224
75827	IR VENOGRAM SUP CAVAL S & I	\$222
75831	IR VENOGRAM RENAL UNILAT S & I	\$222
75833	IR VENOGRAM RENAL BILAT S & I	\$292
75840	IR VENOGRAM ADRENAL UNI S&I	\$228
75842	IR VENOGRAM ADRENAL BILAT S&I	\$291
75860	IR VENOGRAM SINUS OR JUG	\$228
75870	IR VENOGRAM SUP SAGI SINUS	\$227
75872	IR VENOGRAM EPIDURAL S & I	\$223
75880	IR VENOGRAM ORBITAL S & I	\$140
75885	IR PORTOGRAM TRANSHEP W/EVAL	\$280
75887	IR PORTOGRAM TRANSHEP WOEVAL	\$280
75889	IR VENOGRAM HEP W/EVAL S & I	\$223
75891	IR VENOGRAM HEPATIC W/O EVAL	\$222
75893	IR VENOUS SAMPLING THRU CATH	\$105
75894	IR TRANSCATH THPY EMOBLIZATION	\$258
75896	IR TRANSCATH THRPY INFUSION	\$259
75898	IR TRANSCATH THRPY ANGIO F/U	\$325
75900	IR ART CATH CHG THROMBOLYTIC	\$96
75940	IR PERCUT PLACE IVC FILTER S&I	\$106
75945	US INTRAVAS INITAL S&I	\$81
75946	US INTRAVAS ADD VESSEL	\$80
75952	IR ENDO RPR ABD AORTIC ANEURY	\$977
75953	IR PLACE PROST ABD ANEURYSM	\$300
75960	IR TRANSCATH INTRAVASC STENT	\$163
75961	IR TRANSCATH RETRIVL FRGN BDY	\$828
75962	IR ANGIOPLASTY PERI ARTERY	\$108
75964	IR ANGIOPLASTY PERI ART ADD	\$72
75966	IR ANGIOPLASTY RENAL/ VISC	\$262
75968	IR ANGIOPLASTY ADDL VISC ART	\$72
75970	IR TRANSCATH BIOPSY S & I	\$164
75978	IR ANGIOPLASTY VENOUS S & I	\$105
75980	IR DRAINAGE TRANSHEP BILIARY	\$280
75982	IR PERCUT PLACE DRAINAGE CATH	\$280
75984	IR PERCUTANEOUS TUBE CHANGE	\$140
75989	IR RAD GUIDED ABCESS DRAINAGE	\$232
75992	IR ATHERECTOMY PERI ARTERY	\$107
75993	IR ATHERECTOMY PERIP ART ADD	\$72
75994	IR ATHERECTOMY RENAL S & I	\$262
75995	IR ATHERECTOMY VISCERAL S & I	\$262
75996	IR ATHERECTOMY VISC ART. ADDL	\$70
76000	FL FLUOROSCOPY < 1 HOUR	\$35
76001	FL FLUOROSCOPY > 1 HOUR	\$132
76003	IR FLUORO GUIDE NEEDLE PLACE	\$106

76005	IR FLUORO GUIDE LOC/CATH SPINE	\$112
76006	XR STRESS VIEW(S) ANY JOINT	\$91
76010	XR FOREIGN BODY CHILD	\$35
76012	IR FLUORO GUIDE VERTEBROPLASTY	\$440
76013	CT GUIDED VERTEBROPLASTY	\$404
76020	XR BONE AGE STUDY	\$72
76040	XR BONE LENGTH STUDY	\$56
76061	XR BONE SURVEY METAB/METS	\$88
76062	XR BONE SURVEY ENTIRE SKELTON	\$105
76065	XR BONE SURVEY INFANT	\$135
76066	XR JOINT SURVEY SINGLE VIEW	\$94
76070	CT BONE DENSITY STUDY	\$51
76075	DX BONE DENSITY DEXA	\$200
76076	DX DEXA APPENDICULAR SKELETON	\$150
76080	FL FISTULAGRAM S& I	\$105
76082	MA CAD DIAGNOSTIC MAMMO MA CAD DIGITIZE MAMMO COMP	\$35
76083	ANA	\$35
7608352	MA CAD SCR MAMMO UNILAT	\$18
7608552	MA CAD DIGITIZE MAMMO COMP UNI	\$18
76086	MA MAMMARY DUCT SINGLE DUCT	\$265
76088	MA DUCTOGRAM MULTI DUCT S&I	\$362
76090	MA MAMMOGRAPHY UNILATERAL	\$98
76091	MA MAMMO FILM DIAG BILATERAL MA MAMMO FILM SCREENING	\$132
7609252	UNILAT	\$45
76092	MA MAMMO FILM SCREENING BILAT	\$85
76093	MR MRI BREAST UNILATERAL	\$317
76094	MR MRI BREAST BILATERAL	\$2,158
76095	MA STEREO LOC GUID BIOPSY S&I	\$500
76096	MA MAMMO GUIDED NEEDLE PLACE	\$196
76098	XR SURGICAL SPECIMEN	\$32
76140	XR CONSULT XRAY MADE ELSEWHE	\$10
76140CT	CT CONSULT OUTSIDE STUDY	\$75
76140MR	MR CONSULT OUTSIDE STUDY	\$150
76350	XR SUBTRACT CONTRAST STUDY	\$100
76355	CT GUIDED STEREO LOCALIZATION	\$239
76360	CT GUID NEEDLE PLAC ASPIR BIOP	\$225
76370	CT GUIDED RADIATION THERAPY	\$166
76380	CT LIMITED / FOLLOW UP	\$190
76390	MR MRI SPECTROSCOPY	\$275
76393	MR MRI GUIDED NEEDLE PLACE	\$292
76400	MR MRI BONE MARROW BLD SUPPLY	\$312
76490	US GUIDE TISSUE ABLATION	\$1,332

76497	CT UNLISTED CARDIAC CTA	\$1,100
76506	US ECHOENCEPHALOGRAPHY	\$130
76536	US SOFT TISSUES HEAD & NECK	\$145
76604	US CHEST B-SCAN	\$106
76645	US BREAST UNI/BILAT	\$106
76700	US ABDOMEN COMPLETE	\$158
76705	US ABD LTD SINGLE ORGAN	\$116
76770	US RETRO PERI, RENAL AORTA	\$144
76775	US RETRO PERI LTD	\$113
76778	US TRANSPLANTED KIDNEY	\$144
76800	US SPINAL CANAL & CONTENTS	\$217
76802	US OB EACH ADD GESTATION	\$90
76805	US OBSTETRICAL COMPLETE	\$194
76810	US OBSTETRICAL,MULT GESTATION	\$390
76815	US OBSTETRICAL LIMITED	\$130
76816	US OBSTETRICAL LTD F/U STUDY	\$113
76818	US FETAL PROFILE W/ NON STRESS	\$210
76819	US FETAL PROFILE W/O STRESS	\$152
76825	US FETAL CARDIOVASCULAR SYS	\$330
76826	US FETALCARDIOVASCULAR F/U	\$163
76827	US FETAL CARDIO SPECTRAL COMP	\$115
76828	US FETAL CARDIO SPECTRAL F/U	\$114
76830	US TRANSVAGINAL	\$135
76831	US HYSTEROSONOGRAM	\$142
76856	US PELVIC COMPLETE	\$135
76857	US PELVIC LIMITED	\$75
76870	US SCROTUM	\$85
76872	US TRANSRECTAL	\$270
76880	US EXTREMITY NONVASCULAR	\$120
76885	US INFANT HIPS W/ MANIPULATE	\$145
76886	US INFANT HIPS LTD NO MANIP	\$125
76937	US GUIDE VASCULAR ACCESS	\$120
76942	US GUIDE NDL PLACE ASP BX LOC	\$215
76946	US GUIDE AMNIOCENTESIS	\$215
76948	US GUIDE ASPIRATION OVA	\$75
76950	US GUIDE RAD THERAPY FIELDS	\$115
76965	US GUIDE INTERSTITIAL RADIOEL	\$262
76970	US FOLLOW UP	\$78
76977	US BONE DENSITY MEASUREMENT	\$0
78000	NM THYROID UPTAKE, SINGLE	\$38
78001	NM THYROID UPTAKE MULTIPLE	\$50
78003	NM THYROID UP SIM, SUPP OR DIS	\$65
78006	NM THYROID SCAN W/ UPTAKE	\$97
78007	NM THYROID SCAN W/ MULTI UPT	\$98

78010	NM THYROID SCAN ONLY	\$77
78011	NM THYROID SCAN W/ FLOW	\$88
78015	NM THYROID CA SCAN LIMITED	\$132
78016	NM THYROID CA SCAN LTD ADDL	\$163
78018	NM THYROID CA SCAN WHOLE BODY	\$170
78020	NM THYROID CA METS UPTAKE	\$120
78070	NM PARATHYROID IMAGING	\$161
78075	NM ADRENAL IMAGING	\$150
78102	NM BONE MARROW LIMITED	\$110
78103	NM BONE MARROW MULTIPLE	\$147
78104	NM BONE MARROW WHOLE BODY	\$160
78110	NM PLASMA VOLUME SINGLE	\$40
78111	NM PLASMA VOLUME MULTIPLE	\$44
78120	NM RED CELL VOLUME SINGLE	\$47
78121	NM RED CELL VOLUME MULTIPLE	\$63
78122	NM WHOLE BLOOD VOLUME DETERM	\$90
78130	NM RED CELL SURVIVAL STUDY	\$120
78135	NM RED CELL ORGAN/TISSUE	\$126
78140	NM REDCELL LABELED SEQUESTRA	\$120
78160	NM PLASMA RADIOIRON TURNOVER	\$68
78162	NM RADIOIRON ORAL ABSORPTION	\$90
78170	NM RADIOIRON RED CELL UTILIZ	\$85
78172	NM CHELATABLE IRON	\$105
78185	NM SPLEEN IMAGING ONLY	\$80
78190	NM PLATELET STUDY, KINETICS	\$217
78191	NM PLATELET SURVIVAL STUDY	\$120
78195	NM LYMPHATIC/LYMPH GLAND IMAG	\$236
78201	NM LIVER SCAN STATIC ONLY	\$87
78202	NM LIVER W/ VASCULAR FLOW	\$101
78205	NM LIVER SPECT	\$140
78206	NM LIVER SPECT W/ FLOW	\$189
78215	NM LIVER / SPLEEN SCAN	\$96
78216	NM LIVER/ SPLEEN W/ FLOW	\$112
78220	NM LIVER FUNCTION STUDY	\$96
78223	NM HIDA SCAN W/ EJECTION	\$165
78230	NM SALIVARY GLAND SCAN	\$88
78231	NM SALIVARY GLAND W/ SER IMAG	\$104
78232	NM SALIVARY GLAND FUNCT STUDY	\$93
78258	NM ESOPHAGEAL MOTILITY	\$146
78261	NM GASTRIC MUCOSA IMAGING	\$137
78262	NM GASTRIC ESOPHAGEAL REFLUX	\$135
78264	NM GASTRIC EMPTYING STUDY	\$153

78267	NM UREA BREATH TEST C-14 ACQ	\$140
78268	NM UREA BREATH TEST C-14 ANAY	\$140
78270	NM SCHILLING W/O INTRINSIC	\$40
78271	NM SCHILLINGS WITH INTRINSIC	\$40
78272	NM SCHILLINGS W/O & W/ INTRIN	\$55
78278	NM G I BLOOD LOSS SCAN	\$194
78282	NM G I PROTEIN LOSS	\$140
78290	NM MECKELS BOWEL IMAGING	\$133
78291	NM PERITONEAL VENOUS SHUNT	\$175
78300	NM BONE SCAN LIMITED AREA	\$122
78305	NM BONE SCAN MULTIPLE AREAS	\$165
78306	NM BONE SCAN WHOLE BODY	\$170
78315	NM BONE SCAN THREE PHASE	\$200
78320	NM BONE SCAN SPECT	\$205
78350	NM BONE DENSITY SINGLE PHOTON	\$44
78351	NM BONE DENSITY DUAL PHOTON	\$60
78414	NM CENTRAL C - V HEMODYNAMICS	\$140
78428	NM CARDIAC SHUNT DETECTION	\$158
78445	NM NON-CARDIAC VASCULAR FLOW	\$97
78455	NM VENOGRAM FIBRINOGEN	\$143
78456	NM VENOGRAM PEPTIDE	\$197
78457	NM VENOGRAM UNILATERAL	\$151
78458	NM VENOGRAM BILATERAL	\$180
78459	NM PET HEART METABOLIC	\$2,975
78460	NM MYOCARD PERFUSION, SINGLE	\$170
78461	NM MYOCARD PERFUSION, MULTI	\$243
78464	NM MYOCARD SPECT SINGLE STUDY	\$215
78465	NM MYOCARD SPECT MULTI STUDY	\$196
78466	NM MYOCARD INFARCT AVID	\$137
78468	NM MYOCARD INFARC AVID W/EJEC	\$674
78469	NM MYOCARD INFARC AVID SPECT	\$182
78472	NM CARDIAC BLOOD GATED SINGLE	\$195
78473	NM CARDIAC BLOOD GATED MULTI	\$291
78478	NM MYOCARD PERF WALL MOTION	\$83
78480	NM MYOCARD PERFUS W/ EJECTION	\$83
78481	NM CARDIAC BLOOD 1ST PASS SGL	\$196
78483	NM CARDIAC BLOOD 1ST PASS MLT	\$294
78491	NM PET MYOCARD PERFU SING	\$2,975
78492	NM PET MYOCARD PERFUS, MULTI	\$2,975
78494	NM CARDIAC BLOOD GATED SPECT	\$234
78496	NM CARDIAC BLOOD GATED SINGLE	\$101
78580	NM LUNG PERFUSION	\$146
78584	NM LUNG PERF/ VENT SINGLE	\$200
78585	NM LUNG PERF/ VENT WASHOUT	\$215

78586	NM LUNG VENT AEROSOL SINGLE	\$80
78587	NM LUNG VENT AEROSOL MULTI	\$97
78588	NM LUNG PERF/ VENT AEROSOL	\$214
78591	NM LUNG VENT SINGLE	\$80
78593	NM LUNG VENT/ WASHOUT SINGLE	\$97
78594	NM LUNG VENT/ WASHOUT MULTI	\$104
78596	NM LUNG VENT/ PERF QUANT	\$250
78600	NM BRAIN SCAN LIMITED	\$87
78601	NM BRAIN LTD W/ VASC FLOW	\$100
78605	NM BRAIN COMPLETE STATIC	\$104
78606	NM BRAIN COMP W/ VASC FLOW	\$126
78607	NM BRAIN COMPLETE SPECT	\$245
78608	NM PET BRAIN METABOLIC	\$2,975
78609	NM PET BRAIN PERFUSION	\$2,975
78610	NM BRAIN VASCULAR FLOW ONLY	\$60
78615	NM CEREBRAL BLOOD FLOW	\$85
78630	NM C S F CISTERNOGRAM	\$133
78635	NM C S F VENTRICULOGAM	\$125
78645	NM C S F SHUNT EVALUATION	\$112
78647	NM C S F SPECT	\$176
78650	NM C S F LEAKAGE DETECTION	\$119
	NM RADIOPHARM	
78660	DACRYOCYSTOGRAM	\$104
78700	NM KIDNEY STATIC ONLY	\$89
78701	NM KIDNEY W/ VASCULAR FLOW	\$95
78704	NM KIDNEY W/ FUNCTION STUDY	\$145
78707	NM KIDNEY FUNCTION W/ O PHARM	\$780
78708	NM KIDNEY FUNCTION W/ PHARM	\$238
78709	NM KIDNEY FUNCT W/O & W PHARM	\$277
78710	NM KIDNEY SPECT	\$129
78715	NM KIDNEY VASCULAR FLOW ONLY	\$60
78725	NM KIDNEY FUNCTION NON-IMAG	\$75
78730	NM URINARY BLADDER RESIDUAL	\$71
78740	NM URETERAL REFLUX STUDY	\$112
78760	NM TESTICULAR IMAGING	\$130
78761	NM TESTICULAR W/ VASC FLOW	\$140
78800	NM TUMOR LOCALIZATION LTD	\$130
78801	NM TUMOR LOCALIZATION MULTI	\$155
78802	NM TUMOR LOC WHOLE BODY	\$170
78803	NM TUMOR LOCALIZATION SPECT	\$216
78805	NM INFLAMMATORY LOC LTD	\$144
	NM INFLAMMATORY LOC WHLE	
78806	BODY	\$170
78807	NM INFLAMMATORY LOC SPECT	\$218

78810	NM PET TUMOR IMAGING METAB	\$2,975
78811	NM PET TUMOR IMAGING LIMITED	\$2,975
78812	NM PET IMAGING SKULL-MID THIGH	\$2,975
78813	NM PET TUMOR IMAG WHOLE BODY	\$2,975
78890	NM DATA GENERATON < 30 MINUTE	\$75
79000	NM HYPERTHYROIDISM INITIAL TX	\$352
79001	NM HYPERTHYROIDISM SUBSEQ TX	\$207
79020	NM THYROID SUPPRESSION W/ EVAL	\$352
79030	NM ABLATION GLAND THY CA	\$413
79035	NM THYROID CA TX FOR METS	\$497
79100	NM LEUKEMIA CHRONIC THERAPY	\$263
79200	NM INTERCAVITARY COLLOID TX	\$392
79300	NM INTERSTITIAL COLLOID TX	\$329
	NM NONTHYROID/ HEMATOLOGIC	
79400	TX	\$387
79420	NM INTRAVASC PARTICULATE TX	\$0
79440	NM INTRA- ARTICULAR THERAPY	\$402
93015	NM CARDIAC TREADMILL	\$262
93017	NM TREADMILL	\$152
93880	US DUPLEX EXTRACRAN. ART. BIL	\$125
93882	US DUPLEX EXTRACRAN. ART. UNI	\$85
93922	US NON INVAS ANKLE BRACHIAL	\$160
93923	US DOPPLER ARTERY EXTR. COMP	\$95
93924	US ARTERIES EXTR. W/EXERCISE	\$102
93925	US DUPLEX ART. LOW EXTR. BIL	\$120
93926	US DUPLEX ART. LOW EXTR. UNI	\$80
93930	US DUPLEX ART. UP EXTR. BIL	\$91
93931	US DUPLEX ART. UP EXTR. UNI	\$65
93970	US DUPLEX VEIN EXTREM. BIL	\$136
93971	US DUPLEX VEIN EXTREM. UNI	\$90
93975	US DUPLEX VISCERAL VASC COMPL	\$800
93976	US DUPLEX VISCERAL VASC LTD	\$238
93978	US DUPLEX AORTA COMPLETE	\$135
93979	US DUPLEX AORTA LIMITED	\$90
93990	US DUPLEX HEMODIALYSIS ACCESS	\$50
99070	ZZ SUPPLIES/SURGICAL TRAY	\$0
99201	RAD NEW PATIENT OFFICE VISIT	\$60
99203	RAD NEW PATIENT OFFICE	\$140
99204	RAD NEW PATIENT OFFICE	\$180
99205	RAD NEW PATIENT OFFICE	\$220
99213	RAD ESTABLISHED PT VISIT	\$30
99214	RAD ESTABLISHED PATIENT VISIT	\$90
99217	OBSERVATION CARE/DISCHARGE	\$145
99218	RAD INITIAL OBSERV <24HR 20 MN	\$140

99219	RAD INITIAL OBSERV <24HR 40 MN	\$226
99221	RAD INITIAL HOSP >24HR 30 MINS	\$175
99222	RAD INITIAL HOSP >24HR 50 MINS	\$226
99231	RAD SUB HOSP CARE 15 MINS	\$70
99232	RAD SUB HOSP CARE 25MINS	\$112
99238	RAD HOSP DC DAY MANAGE <30MINS	\$150
99239	RAD CONSULT HOSP +30MINS	\$194
99242	RAD OFFICE CONSULT NEW OR EST	\$119
99243	RAD OFFICE CONSULT NEW OR EST	\$160
99244	RAD OFFICE CONSULT NEW OR EST	\$337
99251	RAD INITIAL INPT CONS 20 MINS	\$75
99252	RAD INITIAL INPT HOSP 40 MINS	\$150
A4649	ZZ SURGICAL SUPPLY MISC	\$0
A9500	NM INJ SESTAMIBI CARDIOLITE	\$110
A9503	NM INJ TECH MDP	\$25
A9505	NM INJ THALLIUM PER MILLICURE	\$114
A9512	NM INJ TC99M TC04	\$20
A9516	NM INJ I123	\$60
A9521	NM INJ TECH 99 CERETEC	\$385
	MA MAMMO SCREENING DIGITAL	
G020252	UNI	\$75
G0269	ZZ CLOSURE DEVICE	\$375
J0151	NM INJ ADENOSINE 90MG	\$1,181
J1885	ZZ TORADOL 60MG	\$8
PET	PET SCAN	\$0
Q9950	ZZ INJ LOCM 350-399MG/ML PER M	\$1
XXXXX	CT CALICUM SCORING	\$275

Exhibit "B"

3											DEC	2009
WEEK 1		CALL	BMC CLL	BSC	DNL	SMK	KMS	SJL	NJC	TOM		
SAT	11/28	SJL										
SUN	11/29	SJL										
MON	11/30	NJC		MAM	DO1	CVM	OPE	DO1	CLL	OPE		
TUE	12/1	TOM		OPE	BMC	MAM	VMC	OPE	DO1	CLL		
WED	12/2	DNL		MAM	CLL	DO1	OPE	DO1	OPE	DO1		
THU	12/3	SJL			OPE	MAM	BMC	CLL	OPE	FMC		
FRI	12/4	TOM	KMS		DO1	MAM	OPE	CVM	OPE	CLL		
WEEK 2		CALL		BSC	DNL	SMK	KMS	SJL	NJC	TOM		
SAT	12/5	TOM	KMS									
SUN	12/6	TOM	KMS									
MON	12/7	KMS			DO1	MAM	CLL	OPE	DO1	OPE		
TUE	12/8	SMK		OPE	MAM	CLL	OPE	OPE	VMC	DO1		
WED	12/9	TOM		MAM	DO1	OPE	DO1	DO1	OPE	CLL	YER STA	
THU	12/10	SMK		MAM	BMC	CLL	DO1	OPE	OPE	FMC		
FRI	12/11	NJC		MAM	OPE	DO1	DO1	ADM	CLL	OPE		
WEEK 3		CALL		BSC	DNL	SMK	KMS	SJL	NJC	TOM		
SAT	12/12	NJC										
SUN	12/13	NJC										
MON	12/14	DNL		MAM	CLL	DO1	FLN	OPE	OPE	DO1		
TUE	12/15	KMS		OPE	MAM	DO1	CLL	OPE	VMC	DO1		
WED	12/16	TOM		MAM	DO1	OPE	OPE	DO1	OPE	CLL		
THU	12/17	NJC		MAM	BMC	OPE	OPE	DO1	CLL	VMC		
FRI	12/18	SMK			DO1	CLL	OPE	MAM	DO1	OPE		
WEEK 4		CALL		BSC	DNL	SMK	KMS	SJL	NJC	TOM		
SAT	12/19	SMK										
SUN	12/20	SMK										
MON	12/21	KMS		MAM	OPE	DO1	CLL	CME	DO1	OPE		
TUE	12/22	DNL		MAM	CLL	OPE	VMC	CME	OPE	YER		
WED	12/23	NJC			OPE	MAM	OPE	CME	CLL	CME		
THU	12/24	SMK			MAM	CLL	OPE	CME	OPE	CME		
FRI	12/25	KMS		HOL	HOL	HOL	CLL	HOL	HOL	HOL		
WEEK 5		CALL										
SAT	12/26	KMS										
SUN	12/27	KMS										
MON	12/28	SMK		MAM	CME	CLL	OPE	OPE	CME	DO1		
TUE	12/29	TOM			CME	OPE	OPE	MAM	CME	CLL		
WED	12/30	SJL		MAM	CME	OPE	DO1	CLL	CME	OPE		
THU	12/31	KMS			CME	MAM	CLL	OPE	CME	OPE		
FRI	1/1	TOM		HOL	HOL	HOL	HOL	HOL	HOL	HOL		
SAT	1/2	TOM										

Exhibit "C"

Hours of Coverage

<u>Coverage</u>	<u>Hours</u>
<u>ON Site RADIOLOGISTS Physicians Directly</u>	<u>Monday-Friday 08:00 to 17:00</u>
<u>Teleradiology</u>	<u>Monday-Thursday 17:00 to 08:00</u>
<u>Teleradiology</u>	<u>Friday 17:00 to Monday 08:00</u>
<u>Teleradiology</u>	<u>NIH Holidays</u>
<u>****Teleradiology is either provided by RADIOLOGISTS or a Teleradiology Company</u>	

EXHIBIT D

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Professional Conduct. Prohibition 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.
- C. "Sexual harassment" is unwelcome verbal or physical conduct of 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 where (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 Medical 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	Approved
Medical Executive Committee	12/04/07
Administration	
Board of Directors	12/05/07

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RADIOLOGY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO this 16th day of January 2014, by and between Northern Inyo County Local Hospital District (hereinafter "District") and Stuart Souders (hereinafter "Radiologist").

I **RECITALS**

- 1.01 District is a California Healthcare District organized and operating under the authority of Health & Safety Code Section 32000, et seq. (hereinafter "The Healthcare District Law"), and governed by a Board of Directors (hereinafter "Board").
- 1.02 District operates Northern Inyo Hospital (hereinafter "Hospital" and/or NIH), a Critical Access Hospital located at 150 Pioneer Lane, Bishop, Inyo County, California, which includes Breast Imaging Services (hereinafter "Department"). The operation and administration of the Department is governed, in relevant parts, by the Healthcare District Law and applicable California and federal Department licensure statutes and regulations.
- 1.03 Radiologist is a qualified and licensed physician, licensed to practice medicine in the State of California, certified by the American Board of Radiology, and qualified for and practicing the medical specialties of Breast Imaging Services, including, but not limited to Mammography, ultrasound, magnetic resonance imaging and imaging guided breast (and related anatomy) procedures.
- 1.04 The District desires to retain the services of Radiologist as the Hospital's Director of Breast Imaging Services, to oversee, operate and administer Breast Imaging Services in accordance with applicable law. Radiologist desires to provide such services.

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

II **COVENANTS OF THE PARTIES**

2. 01 **Covenants of the District.** The District shall:
 - a) **Space:** Furnish, at its expense, space for operation of the Department, which space shall be designated solely by the District.
 - b) **Equipment:** Furnish, at its expense, all equipment, supplies, environmental safety mechanisms, and such other goods and administrative services for the Department as are being furnished on the date of this Agreement. District shall, at its expense, keep and maintain all equipment in good order and repair, and repair and replace such equipment, or any part of it, as may become obsolete. District shall consult Radiologist in connection with, the purchase of any equipment in accordance with section 2.02(f) of this agreement.
 - c) **Hospital Services:** Furnish, at its expense, all hospital services, including but not limited to, ordinary janitor and in-house messenger services, hospital business telephone service, laundry, gas, water, heat, air conditioning, and such electricity for light and power as may be required for the proper operation and conduct of the Department. District shall also

provide the services of such Hospital departments, including but not limited to, nursing, personnel, administrative, accounting, engineering, purchasing, marketing, public relations, and medical records, as may be required to support the operation of the Department.

- d) Personnel: Employ, at its expense, all non-physician personnel required for the proper operation of the Department in accordance with state and federal law. In addition, staff the radiology department in a manner that provides resources to Radiologist to ensure that the appropriate efficiencies and service levels are accomplished. For example, personnel who's responsibilities would include hanging films (if necessary), getting referring physicians on the phone, managing incoming and outgoing calls and facilitating referring physician's questions, and performing general office operational functions. Radiologist shall have no liability for payment of wages, payroll taxes, or other obligations or liabilities arising from District's performance of its obligations or exercise of its rights as an employer. Should the District and its employees become subject to any collective bargaining agreements during the term of this Agreement, this subdivision (2.01(d)) shall be subject thereto. Radiologist, as Director of the Department, shall establish clinical qualifications for Department personnel, and oversee and direct the activities of such personnel, in accordance with state and federal standards, departmental protocols, and District policies and procedures applicable to all employees. District shall be solely and ultimately responsible for all decisions with respect to the engagement, discipline, and termination of Department personnel. Radiologist may request discipline or removal of a District employee from assignment to the department relating to clinical competence and performance subject to approval of the District, its established personnel policies and procedures and applicable requirements, if any.
- e) Supplies: Purchase and provide all necessary supplies for the Department, including, but not limited to, chemicals, glassware, forms, and similar expendable items, and shall maintain accurate records of the costs of said supplies.
- f) The District shall give the Radiologist reasonable notice and opportunity to comment, or provide written recommendations, before taking action that would materially change or alter the space, equipment, Hospital Services or supplies which the District covenants to provide pursuant to subdivisions (a), (b), (c) and (e) of this Section 2.01.
- g) Exclusive Agreement: District agrees that, so long as Radiologist is not in breach of his obligations under this Agreement, he shall have the exclusive right to perform the services required by this Agreement at the Hospital. This agreement is exclusive relative to the current and future practice of breast imaging services in the Hospital or imaging center located on the hospital campus. The only exception to exclusivity is for the provision of stereotactic breast biopsies, which can also be performed by the general surgeons on staff with the appropriate training and qualifications as determined by the Hospital Medical Executive Committee. Any disputes regarding jurisdictional issues or "new" services offered by hospital will be decided by Administrator of District.
- h) During the term of this Agreement and any extensions or renewals hereof, or any new agreement between the parties as to the subject matter of this Agreement, Radiologist shall have a right of first refusal to provide exclusive breast imaging services to any medical facilities which Hospital owns or controls. If Hospital establishes, acquires, or agrees to participate in any such facility, it will promptly notify Radiologist of its intent to do so in writing. Such notice shall contain sufficient information concerning the facilities

and the diagnostic imaging services to be provided at such facility to enable Radiologist to make a reasonably informed decision concerning its rights under this Section.

- j) Furthermore, during the term of this Agreement and any extensions or renewals hereof, or any new agreement between the parties as to the subject matter of this Agreement, District shall use its best efforts to see that Radiologist is offered a right of first refusal to provide exclusive breast imaging services to each medical facility in which District does not have a controlling interest, but in which District has an ownership or management interest. If District establishes or agrees to an arrangement to participate in or manage any such facility, it will notify Radiologist of its intent to do so in writing. Such notice shall contain sufficient information concerning the facility and the breast imaging services to be provided at such facility to enable Radiologist to make a reasonably informed decision concerning its rights under this Section. This provision includes abiding by the policy (Exhibit A) attached hereto.

2.02 **Covenants of Radiologist.** The Radiologist shall:

- a) **Staff Membership:** During the term of this Agreement, maintain his membership on the Hospital's Active Medical Staff, Provisional Active Medical Staff or Consulting Medical Staff and privileges appropriate for the Radiology services they are required to provide pursuant to this Agreement, and abide by the Hospital's Medical Staff Bylaws, participate actively in Medical Staff functions, and contribute to the overall well being of the Medical Staff. In addition, Radiologist agrees to attend Medical Staff Meetings (currently four per year) and take an appropriate share of Committee's duties and responsibilities, during scheduled days on-site.
- b) **Responsibility:** Have authority and responsibility in conjunction with the Radiology Department Manager for the operation and administration of the Department with respect to the provision of breast imaging and related services for the care of Hospital's patients, subject to the District's superior authority and responsibility for the operation and administration of the Department as set forth in this Agreement and by law.
- c) **Operational and Administrative Services:** Provide professional services for operation and administration of, and only within the scope of, the Breast Imaging services provided by the Department, which operational and administrative services shall include, but not necessarily be limited to, making all reasonable efforts in conjunction with the Radiology Department Manager to:
1. Perform those duties set forth in Title XXII and Medicare's Conditions of Participation.
 2. Assure that tests, examinations, and procedures are properly performed, recorded, and reported.
 3. Interact with members of the medical staff regarding issues of Department operations, quality, and test/procedure availability.
 4. Design protocols and establish parameters for performance of clinical testing.
 5. Recommend appropriate follow-up diagnostic tests when appropriate.
 6. Supervise Department personnel in their performance of tests, procedures, recording, and reporting functions.
 7. Select, evaluate, and validate test methodologies and control procedures.

8. Direct, supervise or perform and evaluate quality assurance.
9. Evaluate clinical Department data and establish, implement, and maintain a process for review of test results prior to issuance of patient reports.
10. Make all reasonable efforts to assure the Department is operated and administered in compliance with California licensure, Federal Medicare, and other applicable law, and applicable accreditation standards including, but not limited to, standards of The Joint Commission, and the American College of Radiology (ACR).
11. Assure that physical facilities, including space and the Department physical environment, are appropriate.
12. Supervise the establishment, implementation, and maintenance of quality control and quality improvement programs in the Department.
13. Assure that appropriate policies and procedures for Department Operations and personnel monitoring, evaluation, and remedial training, if needed, are developed and implemented.
14. Assure that appropriate training and continuing education are provided for Department personnel within the Board's determination of District resources available for such purpose. Radiologist shall provide annual reports to the Department Manager of the performance, quality of radiology images produced and professional behavior of the departmental staff.
15. All radiology reports shall be signed and finalized within 24 hours of examination interpretation.
16. Reports shall be generated in a District-designated system. All final reports shall be completed by a properly credentialed and privileged radiologist.
17. Radiologist will develop system to track all turnaround times (exam interpretation to final approval, as defined in 2.02 (c) 15).
18. Radiologist shall establish and maintain all required radiology peer review. Such peer review shall include a representative sample of no less than 5% of studies. Appropriate collected data shall be submitted to Radiology Manager and Medical Staff office monthly.
19. Radiologists shall document by dictating the date, time and to whom called any time that the radiologist communicates a critical result to a physician.
20. Radiologist will develop system to track all critical result communications as defined by Hospital Critical Result Policy, submit monthly reports, and explain all outliers.
21. Radiologist shall actively participate with Radiology Service Chief for Critical Indicators reviews conducted per policy.
22. Radiologist shall meet with Hospital Administrator, Department Manager and Radiology Service Chief as requested.
23. Radiologist shall work with NIH hospital administration and department management to perform appropriate outreach programs to increase referrals to NIH from Bishop and outlying communities.

24. Radiologist shall address IT related needs through the Imaging Department Applications Specialist, Imaging Department Manager, the IT help desk and vendor Physician support as appropriate.
25. Radiologist shall actively participate in appropriate Performance Improvement and Quality Assurance as indicated by Medical Staff Officers and Hospital Administration

- d) **Professional Work**: Perform the medical professional work of the Department, or, in the alternative utilize no more than two (2) licensed Radiologists who have been granted appropriate clinical privileges, annually, in accordance with the Hospital's Medical Staff Bylaws. Train and orient to the department said alternative Radiologists. Radiologist agrees to perform one CME talk per each calendar year.
- e) **Procedures**: Be responsible to see that all procedures designated above, and all other procedures requiring a Radiologic license, shall be performed only under the supervision of a licensed and qualified Radiologist. Radiologist shall be responsible to see that any necessary procedure, which, for any reason, is not performed by the Department, is promptly referred to another clinical Department.
- f) **Purchase of Equipment**: Radiologists will provide information on the image quality of equipment being considered for purchase. Radiologists shall be prohibited from independent involvement in selection, negotiating purchase price and contract terms. Such purchasing functions shall remain the sole function of the District.
- g) **Insurance**: Carry professional liability insurance in such amounts as may be required, from time to time, by the Medical Staff Bylaws. Certificates of such insurance shall be furnished to the Hospital Administrator and Medical Staff Office, and shall provide for notification ten (10) days prior to cancellation thereof.
- h) **Coverage**: Radiologist will be physically on campus a minimum of 9 business days per month, as needed, determined by Department work load, with the exceptions of NIH holidays. The parties hereto agree that any break may be interrupted by medical emergencies or medical staff meetings. Patient scheduling shall be determined by the District, in conjunction with on-site schedule as provided by Radiologist. Radiologist agrees to provide services as scheduled by the District.

Radiologist shall provide a monthly coverage schedule to the Radiology Department Manager. Such coverage schedule shall be provided at least 25 days prior to the month of coverage scheduled. Radiologist agrees to adhere to the schedule provided except in cases of emergency.

The Radiologist shall provide no more than one (1) other Practitioner who exercises privileges at the Hospital with such consultation as required by the Hospital's Medical Staff Bylaws, Rules and Regulations, and Hospital policies and as otherwise reasonably requested by individual practitioners for patients at the Hospital.

- i) **Notice of Absence**. Provide 30 days notice to Administration and the Medical Staff of any planned absences of longer than three (3) weeks.
- j) **Access to Books and Records**: Provide access to books and records that are necessary to certify the nature and extent of Radiologist's costs to the Secretary of the U.S. Department of Health and Human Services ("HHS"), or their duly authorized representatives, until the expiration of four years after the furnishing of services under this Agreement. Access granted by this subdivision 2.02(h) is limited to that required by Section 952 of the

Omnibus Reconciliation Act of 1980, Public Law 96-499, Section 1861 (v)(1)(I) of the Social Security Act, and regulations issued hereunder. This access provision shall be of no force and effect if regulations issued by HHS do not require Radiologist to provide such access or if the regulations so issued are found to be legally invalid.

- k) **Cooperation:** In providing the services required by this Agreement, Radiologist shall cooperate with the District, the Hospital staff, and the members of the Medical Staff to maintain the integrity of the Hospital and to achieve the Hospital's and Department's mission and operational goals. Radiologist shall advise District management regarding all aspects of Department operations to assure high quality, cost effective, customer-oriented service.

2.03 **Medicare Allocation and Time Records**

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

- 2.04 **Licensure and Certification.** District and Radiologist shall be jointly and severally responsible for matters relating to licensing of the Department under State and Federal law and its accreditation by The Joint Commission and by the American College of Radiology. Radiologist shall direct the Department and perform professional Radiology services in accordance with District Bylaws, the Medical Staff Bylaws, Rules and Regulations, and the standards established by the Executive Committee of the Medical Staff. In addition, Radiologist and District shall operate the Department in accordance with the standards established by the California Department of Public Health, The Joint Commission, ACR, and the department of Health and Human Services, and all other governmental laws and authorities relating to licensure and practice of Radiology in hospitals.

III

BILLING AND COMPENSATION

- 3.01 **Compensation.** During the term of this agreement, District shall guarantee Physician a minimum annual income of \$177,996, ("Minimum Guaranteed Income"). Professional fees will be payable to Physician at the rate of \$6,846 every two (2) weeks. Physician shall be

entitled to receive fifty (50%) percent of fees collected for services rendered to Physician as described in this Agreement, however, the Minimum Guaranteed Income shall be deducted from such fifty (50%) of such fees collected. The parties shall semi-annually the first year then at least quarterly review this collection and determine if the biweekly payment to Physician as described should be increased, but not decreased to reflect the collections performance. All payments shall be made on the same date as the District normally pays its employees.

3.02. **Billing and Compensation for Professional Services, Guarantee.**

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

3.03. **Retention.** Hospital will retain 50% of all fees collected from the activities of physician/practice in exchange for the services rendered in II above up to the guarantee amount.

IV
GENERAL PROVISIONS

4. 01 **Intent and Construction.** Nothing in this Agreement is intended to require, or shall be construed as requiring, the District to do any act or adopt any course of action which the District Board, either directly or through its lawful designee, determines to be not in the best interests of the District or the Hospital.
4. 02 **Independent Contractor.** In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that Radiologist is at all times acting and performing as an independent contractor practicing his or her profession of medicine and specializing in Breast Imaging. District shall neither have nor exercise any control or direction over the methods by which Radiologist shall perform his work and function; the sole interest and responsibility of District being to assure that the services covered by this Agreement are performed and rendered in a competent, efficient and satisfactory manner. The standards of medical practice and professional duties of Radiologist shall be determined by the medical staff of the Hospital. All applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of physicians and hospitals and to the operation of the Department shall be fully complied with by all parties hereto.
4. 03 **Records.** The originals of all medical records prepared by Radiologist shall be the property of District and shall be retained at the Hospital premises. Radiologist shall have access to and

may photocopy relevant documents and records upon reasonable notice. All charts shall be duly posted in a timely manner.

- 4.04 **Assignment.** Except as expressly provided in subdivisions (d), (e), and (g) of Section 2.02 above, nothing in this Agreement shall be construed to permit assignment by Radiologist of any rights or duties under this Agreement. Such assignment is expressly prohibited without the written consent of the District.
- 4.05 **Term of Agreement.** Except as set forth in Section 4.06, this Agreement shall remain in full force and effect for a term of 3 years. The agreement shall automatically renew for 2 additional terms unless notice is given of the intent to cancel the agreement by either party ninety days prior to the renewal date of any term.
- 4.06 **Termination.** Either party may terminate this agreement without cause by providing at least ninety (90) days notice. Either party may terminate this agreement for cause with 60 days notice. Defaulting party will have a reasonable period of time to correct default, not to exceed 60 days. District may terminate this Agreement and all rights of Radiologist hereunder, immediately and without notice upon the occurrence of any of the following events:
 - a) The appointment of a receiver of Radiologist's assets, an assignment by Radiologist for the benefit of his creditors, or any adjudication of the Radiologist as a bankrupt or insolvent.
 - b) Closure of the Hospital.
 - c) Loss of currently held Mammography and Breast MRI ACR accreditation, excluding loss of Breast MRI accreditation for low procedural volumes.
 - d) Any adverse action of the Medical Staff against the Radiologist.
 - e) Loss of any privileges by Radiologist provided pursuant to this agreement.
- 4.07 **Integration and Modification.** This is the entire Agreement of the parties. Any modification of this Agreement may only be made in a writing signed by both parties.
- 4.08 **Severability.** In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.
- 4.09 **Binding on Successors.** Subject to the restrictions against transfer or assignment set forth above, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, legatees, agents, trustees, conservators, and personal representatives of the parties, and all persons claiming by, through, or under them.
- 4.10 **Waiver.** The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition. A party's subsequent acceptance of performance by the other shall not be deemed to be a waiver of any preceding breach of any term, covenant, or condition of this Agreement, regardless of knowledge of such preceding breach at the time of acceptance of such performance.
- 4.11 **Notice.** Any notice required or permitted to be given hereunder shall be written, and may be delivered personally to the addressee or sent to it by United States mail, first class postage prepaid, and addressed to each of the parties at the following respective addresses (or such other address as may hereafter be designated by a party by written notice thereof to the other party):

HOSPITAL
Administrator/CEO
Northern Inyo Hospital
150 Pioneer Lane
Bishop, California 93514

RADIOLOGIST
Stuart Souders, M.D.
6751 Via Corona Drive
Huntington Beach, CA 92647-6645

Notice shall be effective on the third day after mailing.

4. 12 **Attorney's Fees.** If any litigation or proceeding is commenced between the parties to this Agreement, concerning this Agreement and/or the rights and duties of either party in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to such other relief granted, to a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the Court in that litigation or in a separate action brought for that purpose.
4. 13 **Gender and Number.** In the construction of this Agreement the gender shall include the feminine and neuter, and the singular the plural, and *vice versa*, as the context may indicate.
4. 14 **Mutual Preparation.** Preparation of this Agreement shall be deemed to have been by both parties.
4. 15 **Non-Compete.** During the term of this Agreement, Radiologist agrees not to provide or render, for any form of compensation, any radiology or diagnostic imaging services at any location or for any Hospital or Clinic located within a fifty-five mile radius of NIH without the prior written approval of District. District agrees not to hire or contract directly or indirectly with any physician either employed or contracted with Radiologist unless approved by Radiologist.
4. 16 **Credentialing.** The Parties agree that RADIOLOGIST will only request credentialing for two (2) radiologists, annually.
4. 17 **Conflict of Interest.** Radiologist agrees to divulge any financial interest he may have, at any time during the term of this agreement, in writing to the District Board.

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

**NORTHERN INYO COUNTY LOCAL
HOSPITAL DISTRICT:**

M.C. Hubbard, District Board President

Date

RADIOLOGIST:

Stuart Souders, M.D.

Date

Exhibit "A"

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Professional Conduct. Prohibition 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.
- C. "Sexual harassment" is unwelcome verbal or physical conduct of 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 where (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 Medical 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	Approved
Medical Executive Committee	12/04/07
Administration	
Board of Directors	12/05/07

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Memorandum

Date: February 7, 2014

To: John Halfen, Administrator (CEO/CFO)
Trustees of the Northern Inyo Hospital Board of Directors

From: Georgan Stottlemyre, Human Resources Director

RE: Proposed amendment to personnel policy regarding hospital equipment and supplies for personal use

The proposed change is to update the policy 25-02 HOSPITAL EQUIPMENT AND SUPPLIES FOR PERSONAL USE last reviewed and approved by the Board November 20, 2002 to clarify expectations in compliance with regulations.

For your approval, the new policy title – Company Property – HOSPITAL EQUIPMENT AND SUPPLIES FOR PERSONAL USE (25-02) clarifies the intended use of hospital property for our patients and organization.

Attachments:

Personnel policy: 25-02 HOSPITAL EQUIPMENT AND SUPPLIES FOR PERSONAL USE

Proposed personnel policy: Company Property – HOSPITAL EQUIPMENT AND SUPPLIES FOR PERSONAL USE (25-02)

**NORTHERN INYO HOSPITAL
EMPLOYEE HANDBOOK – PERSONNEL POLICY**

Title: 25-02 HOSPITAL EQUIPMENT AND SUPPLIES FOR PERSONAL USE	
Scope: Hospital Wide	Department: Human resources – Employee Handbook
Source: Human Resources	Effective Date:

POLICY:

No individual is allowed to remove or use hospital equipment or supplies for personal use, unless with the written approval of the Administrator or his designee.

The removal or use of hospital equipment or supplies without appropriate approval will subject the individual to termination of employment.

This policy applies to all employees, regardless of position.

Committee Approval	Date
Personnel/Payroll Advisory Committee	
Human Resources	
Administration	
Board of Directors	11/20/2002

**NORTHERN INYO HOSPITAL
EMPLOYEE HANDBOOK – PERSONNEL POLICY**

Title: Company Property - HOSPITAL EQUIPMENT AND SUPPLIES FOR PERSONAL USE (25-02)	
Scope: Hospital Wide	Department: Human resources – Employee Handbook
Source: Human Resources	Effective Date:

PURPOSE:

To ensure appropriate use of hospital owned property.

POLICY:

The property of Northern Inyo Hospital (NIH) is intended to be used in a way that benefits our patients and organization. Supplies and/or equipment belonging to Northern Inyo Hospital (NIH) will not be used by or loaned to any person, regardless of position, including hospital employees or Medical Staff for their personal use. (Note: The Community Relations Department may from time to time arrange for the loan of items such as tables and chairs for events in the community if such property is not otherwise scheduled for use.)

Employees may operate hospital-owned equipment and use hospital-owned supplies exclusively for: legally authorized care of registered NIH patients; NIH authorized business functions; and non-patient care activities allowed by NIH policy.

To protect the physical and intellectual property of the hospital from loss, damage, theft, vandalism, unauthorized use, copying, disclosure, or disposal, the hospital must ensure proper business use of hospital property and facilities.

Nothing in this policy shall preclude appropriate care or continuity of care for our registered patients. Nothing in this policy is intended to conflict with the hospital’s legal obligation to provide certain employment-related or other accommodations as may be required by state and federal laws.

Violations of this policy may result in discipline, up to and including termination.

Reference(s):

- Hospital Policy on Sale of Supplies and Pharmaceuticals
- Robinson-Patman Act
- False Claims Act Employee Training and Prevention Policy

Approval	Date
Human Resources	
Administration	
Board of Directors	02/19/2014

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*People you know,
caring for people you love*

N . I . H . M E M O R A N D U M

DATE: February 7, 2014
TO: Northern Inyo Hospital Board of Directors
FROM: Carrie Petersen, Chief of Fiscal Services
RE: Correction to Payroll Policies and Guidelines

After the recent Holiday season, an employee brought to our attention that our Payroll Policies and Guidelines had an error in the Overtime, Standby, and Call-back Pay section number 8. The beginning time for double-time holiday pay related to the New Year Holiday was listed as 11:00 p.m., but the actual start time for premium pay for that specific holiday is 6:00 p.m. as listed in our Employee Personnel Policies. Payroll has been process at the 6:00 p.m. start time since the change was made many years previously, but the Payroll Policies and Guidelines had not been updated.

NORTHERN INYO HOSPITAL

PAYROLL POLICIES AND GUIDELINES

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

SUPERVISOR DIFFERENTIAL

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

SHIFT DIFFERENTIAL

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

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

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

OVERTIME, STANDBY, AND CALLBACK PAY

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

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

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

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

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

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

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

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

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

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

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

When standby employees are called back to the hospital to work between 3:00 P.M. and 11:00 P.M., they will be paid a minimum of one hour, at time-and-one-half their hourly "shift 1" pay rate when they

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Regular Rate = Total compensation (less statutory exclusions)

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

CHANGES TO AND FROM DAYLIGHT SAVING TIME

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

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

MEAL TIME COMPENSATION

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

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

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

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

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

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

The vast majority of non-exempt employees should not be required to remain on the hospital premises during their meal periods. Non-exempt employees should be interrupted for work-related reasons during their meal periods only in emergencies. Non-designated, non-exempt employees should not assume they are required to remain on the hospital premises during their meal periods. It is the obligation of the immediate supervisor of the non-exempt employee to notify the employee of his or her status as "Designated," whenever the employee will be required to remain on the hospital premises during the employee's meal period. This designation must be made prior to the meal period in which the employee will be required to remain on the premises. Whenever an employee is in doubt about his or her pay status during meal times, the employee should seek clarification from his or her immediate supervisor. Whenever possible, department heads, supervisors and head nurses should schedule designated non-exempt employees who must regularly receive pay for their meal periods to come to work a half an hour "late" or leave work a half an hour "early" in order to minimize overtime expenses. Employees in these positions should enter into an "Agreement For On-Duty Meal Period" with the hospital. (See form titled AGREEMENT FOR ON-DUTY MEAL PERIOD.) Effective January 1, 2013, all AGREEMENTS FOR ON-DUTY MEAL PERIOD's will expire annually and must be resigned to remain in effective.

EXEMPT EMPLOYEES

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

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

Board Approved February 19, 2014

**NORTHERN INYO HOSPITAL
EMPLOYEE HANDBOOK – PERSONNEL POLICY**

Title: 09-01 HOLIDAYS	
Scope: Hospital Wide	Department: Human resources – Employee Handbook
Source: Human Resources	Effective Date:

POLICY:

The hospital has designated the following as holidays:

- DT 1. New Year's Day (6:00 P.M. on December 31 to 11:00 P.M. on January 1)
- 2. President's Day (3rd Monday in February) (11:00 P.M. to 11:00 P.M.)
- 3. Memorial Day (4th or 5th Monday in May) (11:00 P.M. to 11:00 P.M.)
- 4. Independence Day (July 4) (11:00 P.M. to 11:00 P.M.)
- 5. Labor Day (1st Monday in September) (11:00 P.M. to 11:00 P.M.)
- DT 6. Thanksgiving Day (11:00 P.M. to 11:00 P.M.)
- DT 7. Christmas Day (6:00 P.M., December 24 to 11:00 P.M., December 25)
- 8. Day of choice.

Since it is not possible for all employees to receive the actual date of the holiday off, non exempt (hourly) employees who are required to work on the actual date of any of the holidays numbered 2 through 5 will be paid at a time and one-half rate for hours worked during any of those four designated holidays. Non-exempt (hourly) employees who are required to work on the holidays numbered 1, 6 or 7 will be paid at a double-time rate for hours worked during these times. (Nonexempt employees may choose to work when not required at their normal hourly rate.)

Further details of the policy on holidays are listed in the Northern Inyo Hospital Payroll Policies and Guidelines.

If your religious beliefs call for the recognition of special days, you may substitute holidays or arrange for time off without pay provided prior arrangements have been made with your supervisor. If you work on these special days you will not be paid a premium rate of pay for hours worked during these special days.

Committee Approval	Date
Personnel/Payroll Advisory Committee	
Human Resources	
Administration	
Board of Directors	11/20/2002

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Memorandum

Date: February 7, 2014
To: John Halfen, Administrator (CEO/CFO)
Trustees of the Northern Inyo Hospital Board of Directors
From: Georgan Stottlemire, Human Resources Director
RE: Proposed amendment to personnel policy regarding pay distribution

The proposed change is to update the policy 06-02 PAYCHECKS last reviewed and approved by the Board November 20, 2002 to current practices.

For your approval, the new policy title – Wages – PAY DISTRIBUTION (06-02) reflects:

- Pay day is now on Fridays, the parenthetical weekday reference has been removed.
- Employees now receive automatic deposit or check, so the reference to paycheck has been changed to pay.

Additionally, the policy is now supplemented with management approved Pay Distribution Procedure and Payroll Distribution Schedule to provide employees with more detail about what can be expected. These documents are provided for your information.

Attachments:

Personnel policy: 06-02 PAYCHECKS
Proposed personnel policy: Wages – PAY DISTRIBUTION (06-02)
Pay Distribution Procedure
Payroll Distribution Schedule

**NORTHERN INYO HOSPITAL
EMPLOYEE HANDBOOK – PERSONNEL POLICY**

Title: 06-02 PAYCHECKS	
Scope: Hospital Wide	Department: Human resources – Employee Handbook
Source: Human Resources	Effective Date:

POLICY:

Paychecks are distributed bi-weekly (every other Thursday), therefore, there will be 26 pay periods each year (two weeks per pay period times 26 pay periods equals 52 weeks or one year).

Committee Approval	Date
Personnel/Payroll Advisory Committee	
Human Resources	
Administration	
Board of Directors	11/02/2002

**NORTHERN INYO HOSPITAL
EMPLOYEE HANDBOOK – PERSONNEL POLICY**

Title: Wages - PAY DISTRIBUTION (06-02)	
Scope: Hospital Wide	Department: Human resources – Employee Handbook
Source: Human Resources	Effective Date:

POLICY:

Pay is distributed bi-weekly; therefore, there will typically be 26 pay periods each year (two weeks per pay period times 26 pay periods equals 52 weeks or one year).

Reference - Pay Distribution Procedure.

Approval	Date
Human Resources	
Administration	
Board of Directors	02/19/2014

**NORTHERN INYO HOSPITAL
EMPLOYEE HANDBOOK – PERSONNEL POLICY**

Title: Pay Distribution Procedure	
Scope: Hospital Wide	Department: Human Resources
Source: Human Resources	Effective Date:

POLICY:

Employee Handbook: Wages - Pay Distribution.

PROCEDURE:

Employees with automatic deposit will find their pay is often deposited into the account(s) they have designated the morning of every other Friday following the end of each pay period. Paystubs associated with automatic deposits and paychecks appear in Kronos Employee Self Service at midnight the morning of the routine paycheck distribution date.

Following is the routine paycheck distribution schedule: After 2:00 p.m. every other Friday following the end of each pay period, paychecks will be available in the Human Resources office to Managers or the Manager’s designee whom they have identified to Human Resources in writing. Employees will then receive their paychecks from their Manager or the Manager’s designee. If the Manager or the Manager’s designee does not pick up paychecks before 4:30 p.m., Human Resources will deliver the paychecks to the respective Managers’ mail boxes. From time to time, Human Resources may require that each individual employee pick up their paycheck in person from Human Resources. Holidays or processing problems may impact distribution timing. Please refer to PAY DISTRIBUTION SCHEDULE for the current calendar year.

Approval	Date
Human Resources	
Controller	

Payroll Distribution Schedule

Pay Period End Date	Date of Distribution	Time of Distribution
12/28/2013	FR – 01/03/2014	2:00 p.m.
01/11/2014	FR – 01/17/2014	2:00 p.m.
01/25/2014	FR – 01/31/2014	2:00 p.m.
02/08/2014	FR – 02/14/2014	2:00 p.m.
02/22/2014	FR – 02/28/2014	2:00 p.m.
03/08/2014	FR – 03/14/2014	2:00 p.m.
03/22/2014	FR – 03/28/2014	2:00 p.m.
04/05/2014	FR – 04/11/2014	2:00 p.m.
04/19/2014	FR – 04/25/2014	2:00 p.m.
05/03/2014	FR – 05/09/2014	2:00 p.m.
05/17/2014	FR – 05/23/2014	2:00 p.m.
05/31/2014	FR – 06/06/2014	2:00 p.m.
06/14/2014	FR – 06/20/2014	2:00 p.m.
06/28/2014	FR – 07/04/2014 (Holiday may impact distribution timing.)	2:00 p.m.
07/12/2014	FR – 07/18/2014	2:00 p.m.
07/26/2014	FR – 08/01/2014	2:00 p.m.
08/09/2014	FR – 08/15/2014	2:00 p.m.
08/23/2014	FR – 08/29/2014	2:00 p.m.
09/06/2014	FR – 09/12/2014	2:00 p.m.
09/20/2014	FR – 09/26/2014	2:00 p.m.
10/04/2014	FR – 10/10/2014	2:00 p.m.
10/18/2014	FR – 10/24/2014	2:00 p.m.
11/01/2014	FR – 11/07/2014	2:00 p.m.
11/15/2014	FR – 11/21/2014	2:00 p.m.
11/29/2014	FR – 12/05/2014	2:00 p.m.
12/13/2014	FR – 12/19/2014	2:00 p.m.

(Holiday may impact distribution timing.)

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2013-2016 Community Health Needs Assessment *Survey Results & Action Plan*

As a not-for-profit hospital, Northern Inyo Hospital is mandated to conduct a Community Needs Assessment every three years, in both English and Spanish, in order to ensure we are meeting the healthcare needs of our community to the best of our ability.

A summary of the data collected from the 2013 surveys and Northern Inyo Hospital's plan for addressing each issue can be found in this pamphlet or can be accessed in English or Spanish at www.nih.org by clicking the link that says "2013 Community Health Needs Assessment Survey Results & Action Plan."

For additional information about the 2013 Survey Results and Action Plan, please contact Angie Aukee, Director of Community Development, at (760) 873-2165 or angie.aukee@nih.org.



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



2013-2016 Community Health Needs Assessment Survey Results

Question 1

Please check the boxes next to the services you have left the area for in the past 3 years, and indicate where you went to receive the service:

	Reno/CC	Southern CA	Mammoth	Bay Area	Bakersfield	Other	Total Respondents
Dermatology	294	73	19	2	1	31	420
Dental	109	59	56	6	4	39	273
Orthopedics	104	35	109	4	0	8	260
Ears/Nose/Throat	152	38	21	2	1	14	228
Heart Disease/ Cardiology	143	38	8	5	3	14	211
Labs	83	43	46	7	0	27	206
General Surgery	93	56	37	2	3	13	204
Radiology	58	37	43	6	0	17	161
Primary Care	25	31	60	5	0	18	139
Oncology	52	56	7	5	0	12	132
Urology	50	19	49	2	2	8	130
Physical Therapy/ Rehab	13	12	60	0	3	6	94
Rheumatology	37	25	2	2	0	8	74
Psychiatry/ Mental Health	13	17	27	2	1	12	72
OB	14	22	23	2	0	9	70
Lung Disease	23	16	5	1	0	1	46
Weight Management	12	11	3	0	0	8	34
Dialysis	10	4	1	0	0	1	16
HIV/AIDS	5	3	2	0	0	2	12
TOTALS	1290	595	578	53	18	248	2782

Question 2

Why did you leave the area? (Please check all that apply):

Total Respondents 680

Per physician's recommendation	317	218.62%
Lower cost out of area	187	128.97%
Friend's recommendation	138	95.17%
No local providers in your insurance's network	122	84.14%
Service not offered locally	449	66.03%
Privacy issues	84	57.93%

Question 4

Do you feel NIH provides enough First Aid and CPR courses?

Total Respondents: 527

Yes	331	63%
No	196	37%

Question 3

If you left the area for an exam before/ after a surgery or for a check-up visit, would you have preferred to stay in Bishop and conduct the visit with your physician using internet teleconferencing (in a privacy secured environment):

Total Respondents: 625

Yes	377	60%
No	248	40%

Question 5

Should NIH host an annual Health Fair for residents?

Total Respondents: 628

Yes	535	85%
NO	93	15%

Question 6

Please indicate which community education/support groups you feel NIH should provide for free to all residents? Please mark all that apply.

Total Respondents 677

Cancer	372	54.95%
Wellness / Weight Management	347	51.26%
Alcohol Abuse Prevention	339	50.07%
Care Giver Support	319	47.12%
End of Life Care	318	46.97%
Alzheimer's	314	46.38%
Substance Abuse Program	313	46.23%
Diabetes Management	312	46.09%
Smoking Cessation	312	46.09%
Nutritional Education	310	45.79%
Caring for Elderly Parents	289	42.69%
Depression	286	42.25%
Childhood Obesity	257	37.96%
Bereavement Support	248	36.63%
Teen Parenting	238	35.16%
Adult/Geriatric Physical Activity	237	35.01%
Prenatal Care	228	33.68%
Child Birth	227	33.53%
Cardiovascular Disease	218	32.20%
Adult Day Care	217	32.05%
Breastfeeding	217	32.05%
Parenting/Well Child	215	31.76%
Dialysis Support	171	25.26%
Mommy & Me Classes	160	23.63%
MS	148	21.86%
Palliative Care Education	138	20.38%

Question 7

Please indicate which annual prevention/screening programs you feel NIH should provide for free to qualifying low income residents:

Total Respondents 569

Mammograms	496	87.17%
Pap Smear	414	72.76%
Colorectal Screenings	373	65.55%
Prostate Screening	378	66.43%
Routine Blood Work	332	58.35%
Medication Review	283	49.74%

Question 8

Please indicate which Community Development programs NIH should be investing in for our community.

Total Respondents 702

Assisting Inyo County Veterans with access to local healthcare	470	66.95%
Assisting senior residents with transportation for medical visits and prescriptions	456	64.96%
Assisting disabled residents with transportation for medical visits and prescriptions	427	60.83%
Telemedicine* for specialty services not available in our hospital district (like Oncology)	413	58.83%
Assisting uninsured mental health patients gain access to treatment	383	54.56%
Assisting all local providers access to sharing electronic health records for residents	346	49.29%
Telemedicine* to provide Primary Care services to remote areas of the district	292	41.60%
Assisting homeless residents with emergency housing	224	31.91%
Assisting low income residents obtain access to food	218	31.05%

2013-2016 Community Health Needs Assessment Action Plan

The Board of Directors of the Northern Inyo County Local Hospital District has incorporated the following elements in to the new Strategic Plan for your Hospital District.

Northern Inyo Hospital will establish subcommittees of its Care Coordination Team to work with other local, regional and national agencies to increase outreach, prevention, education and support efforts to address the following identified issues in our community:

Mental Health

- Increase awareness of local services available
- Increase access to specialty care via Telemedicine
- Reduce stigma associated with getting help
- Increase access to rehabilitation services
- Increase access to help for recurring sexual assault and domestic violence
- Launch anti-bullying campaign in conjunction with local schools

Cancer: Breast, Colon, Lung

- Increase access to specialty care via Telemedicine
- Launch Smoking Cessation program in conjunction with local schools
- Provide annual screening programs to the indigent
- Increase access to healthy lifestyles for residents: diet, exercise, maintaining a healthy weight

Prenatal Care

- Reduce check up fees and provide free transportation to check ups to increase the number of mothers receiving prenatal care in the first trimester.

Stroke

- Join a Stroke Network to ensure instant access to a specialist at the facility we would potentially transfer to via telemedicine.

Childhood Obesity & Diabetes

- Increase information and support offered a child wellness visits
- Host annual Health Fair that stresses the importance of good nutrition for children

Northern Inyo Hospital will implement a more robust hospital-wide customer service and HIPAA compliance training program.



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PERSONNEL/PAYROLL ADVISORY COMMITTEE (PPAC) GUIDELINES
OF
NORTHERN INYO HOSPITAL

Adopted: November 17, 1993
Amended: May 17, 1995
Amended: September 23, 2009
Amended: July 17, 2013
Amended: February 19, 2014

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISORY COMMITTEE GUIDELINES

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Introduction

Since 1985 there has existed at Northern Inyo Hospital a Fringe Benefit Advisory Committee. The role of this Committee has been to make recommendations to the Hospital Board of Directors concerning the employees' fringe benefits package and personnel policies. In September 1993 a petition, signed by hospital employees, was submitted to the Hospital Administrator requesting that the Fringe Benefit Advisory Committee be discontinued, and a new committee be formed. These guidelines outline the mission, composition, and functions of the new committee.

Name

The name of this Committee is the Northern Inyo Hospital Personnel/Payroll Advisory Committee.

Mission

The mission of the Committee is to provide the Northern Inyo Hospital Administrator and Board of Directors with written recommendations regarding the Northern Inyo Hospital Personnel Policies, Payroll Policies and Guidelines, and the fringe benefit package offered by the Hospital to its employees.

Composition

The Committee shall be composed of eleven Northern Inyo Hospital employees. Included in this total shall be:

- The Human Resources ~~Manager~~Director, who shall serve as Chairperson of the Committee and who shall be entitled to vote only when it is necessary to break a tie vote of the Committee and may present agenda items.
- The ~~Controller~~Chief of Fiscal Services, appointed by position, non-voting, may present agenda items.
- The Hospital Administrator, appointed by position, non-voting, may present agenda items.
- The Employee Advocate, if any, appointed by position, non-voting, may present agenda items.

The remaining seven voting Committee members who may present agenda items shall be selected as follows:

- One manager elected by secret ballot by managers. Managers appear on the Northern Inyo Hospital Organization Chart – refer to current copy.
- Two non-management employees from nursing services elected by secret ballot by non-management employees from nursing services. Please see appendix with list of areas included in nursing services.
- One non-management employee from ancillary services elected by secret ballot by non-management employees from ancillary services. Please see appendix with list of areas included in ancillary services.
- One non-management employee from support services elected by secret ballot by non-management employees from support services. Please see appendix with list of areas included in support services.
- One non-management employee from administrative services elected by secret ballot by non-management employees from administrative services. Please see appendix with list of areas included in administrative services.
- One non-management employee from ~~non-hospital-based managed practices and clinic~~ employees elected by secret ballot by non-management employees from ~~non-hospital-based employees managed practices and clinics~~. Please see appendix with list of areas included in ~~non-hospital-based employees managed practices and clinics~~.

Nominations

In November of each year the Committee will invite nominations for employees to be elected to the Committee. Managers may nominate another manager, non-management employees from nursing services may nominate another non-management employee from nursing services, etc. Nominations shall be submitted in writing to the Committee Chairperson, who shall ensure that the names of those nominated appear on the election ballots as candidates.

Elections and Terms

Elections shall be held by secret ballot in December of each year.

To be elected to the Committee, an employee must receive a majority of votes cast. If there are more than two candidates for a Committee seat, and no candidate receives a majority of votes cast, then there shall be a runoff election between the two candidates receiving the most votes.

If only one candidate is nominated for a Committee seat, no election will be necessary and that candidate shall be considered to be the elected member.

Those elected to the Committee shall serve two-year terms starting on the first day of January of the following year. So that the terms may be staggered, the members representing management, one of the two nursing services, support services, and ~~non-hospital-based employees~~ managed practices and clinics will be elected in odd years and start in even years while members representing one of the two nursing services, ancillary services, and administrative services will be elected in even years and start in odd years.

In case of a vacancy on the Committee, the Committee will invite nominations, and a special secret ballot election shall be held to elect a person to serve the remainder of the vacant term.

Meetings

The Committee shall meet on an as needed basis, and not less than four times a year. Meetings shall be scheduled by the Committee Chairperson. Special meetings shall be called upon written request signed by at least five members of the Committee and submitted to the Committee Chairperson or as determined at a previous meeting. Committee members are paid their regular wages by the Hospital for time spent in Committee meetings.

All meetings of the Committee are open to any interested persons. When employees are invited to attend a Committee meeting by the Committee Chairperson, time spent by the invited employees at the Committee meeting will be paid by the hospital.

Attendance Requirements

Unless excused for good cause by the remaining members of the Committee, any elected Committee member who is absent from fifty percent (50%) or more meetings during a twelve month period will be removed from the Committee, and a vacancy will be declared. In the case of such a vacancy, the Committee will invite nominations, and a special secret ballot election shall be held to elect a person to serve the remainder of the vacant term. To be excused, Committee members must make their request to the Committee Chairperson prior to the meeting or as soon as practicable.

Meeting Agenda

Voting and non-voting members may submit agenda items on the PPAC Agenda Item Submission form or present unscheduled discussion items and announcements.

Agenda items must be submitted at least three days prior to the required agenda posting date to allow time for the agenda to be prepared and posted as required.

The agenda for each Committee meeting shall be written, and posted in the Northern Inyo Hospital dining room for at least three days prior to the time of each Committee meeting. An Everyone On Email (Business Only) email will also be sent out with the agenda attached at least three days prior to the time of each Committee meeting.

Meeting Minutes

Minutes of each meeting shall be written by a non-Committee member secretary. Approved minutes of each Committee meeting shall be distributed in an Everyone On Email (Business Only) email as well as posted in the Northern Inyo Hospital dining room for at least one week, in a timely manner.

Order of Business

The order of business at Committee meetings shall include:

1. Call to Order
2. Approval of Previous Meeting Minutes
3. Unfinished Business
4. New Business
5. Unscheduled discussion items and announcements
6. Adjournment

END