



Northern Inyo County Local Hospital District

Board of Directors Regular Meeting

Wednesday, June 20, 2007

*Conference Room, Hospice of  
The Owens Valley*

# ***DRAFT AGENDA***

## **NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT BOARD OF DIRECTORS MEETING**

**June 20, 2007 at 5:30 P.M.**

***In the Conference Room of the Hospice of the Owens Valley***

1. Call to Order (at 5:30 P.M.).
2. Opportunity for members of the public to comment on any items on this Agenda.
3. Approval of minutes of the May 16 2007 regular meeting.
4. Financial and Statistical Reports for the month of April 2007 – John Halfen.
5. Administrator's Report – John Halfen.
  - A. Building Update
    - Physical Therapy Department compliment
  - B. Unemployment Insurance review
    - CHA Health Advocacy Update
  - C. FYI Section:
    - Agency Review Schedule
  - Hefty Pay Increases Looming
  - D. Other
6. Chief of Staff Report – Taema Weiss, M.D.
7. Old Business
  - A. Reaffirmation of Assignment of John Halfen as negotiator on NIH's behalf regarding potential real estate purchase/lease at 152 Pioneer Lane, Bishop, California in whole or in part. Negotiations may be with Stephen Kobayashi, M.D., Pioneer Medical Associates, a partnership, or its designee, singly or collectively.
  - B. Reaffirmation of John Halfen as negotiator regarding potential acquisition of real property at 2957 Birch Street, Bishop, California. Negotiation will be with the designee(s) of Southern Mono County Healthcare District.
  - C. E.R. Contract (*action item*)
8. New Business
  - A. Revision of NIH Mission Statement (*action item*)
  - B. Pension Audit (*action item*)
  - C. PACS System Approval (*action item*)

- D. Board Resolution 07-05 for Laundry Equipment financing (action item)
- 9. Reports from Board Members on Items of Interest
- 10. Opportunity for members of the public to comment on any items on this Agenda, and/or on any items of interest.
- 11. Adjournment to closed session to:
  - A. Hear reports on the hospital quality assurance activities, and hear a report from the Medical Staff Executive Committee (Section 32155 of the Health and Safety Code, and Government Code Section 54962).
  - B. Confer with legal counsel regarding claim filed by April Villalobos against Northern Inyo County Local Hospital District and other defendants (Government Code Section 54956.9(a)).
  - C. Confer with legal counsel regarding claim received from XXXX XXXX against Northern Inyo County Local Hospital District (Government Code Section 54956.9(a)).
  - D. Confer with legal counsel regarding claim received from Landon and Lisa Kleeman against Northern Inyo County Local Hospital District and other defendants (Government Code Section 54956.0(a)).
  - E. Instruction of negotiator regarding price and terms of payment for the purchase, sale, exchange, or lease of real property (Government Code Section 54956.8).
  - F. Instruction of negotiator regarding price and terms of payment for a second purchase, sale, exchange, or lease of real property (Government Code Section 54956.8).
- 11. Return to open session, and report of any action taken in closed session
- 13. Opportunity for Members of the Public to Address the Board of Directors on Items of Interest.
- 14. Adjournment

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- CALL TO ORDER                    The meeting was called to order at 5:00 p.m. by Peter Watercott, President.
- PRESENT                            Peter Watercott, President  
D. Scott Clark, M.D., Vice President  
Michael Phillips, M.D., Secretary  
John Ungersma, M.D., Treasurer  
M.D. Hubbard, Board Member  
Taema Weiss, M.D., Chief of Staff  
Douglas Buchanan, Esq., District Legal Counsel
- ALSO PRESENT                    John Halfen, Administrator  
Sandy Blumberg, Administrative Secretary
- APPROVAL OF MINUTES            The minutes of the April 18, 2007 meeting were approved.
- FINANCIAL AND STATISTICAL REPORTS    John Halfen, Chief Financial Officer reviewed with the Board the financial and statistical reports for the month of March 2007. Mr. Halfen noted the statement of operations shows a bottom line deficit of expenses over revenues of -\$32, 215. Mr. Halfen called attention to the following:
- In-patient and ancillary service revenue were under budget
  - Total gross patient revenue was 12 percent under budget
  - Wages and salaries were under budget
  - Total expenses were under budget
  - The Balance Sheet did not experience significant change
  - Year-to-date net revenue is \$2,975,599
- Mr. Halfen noted that year-to-date gross patient service revenue is 3.8 million dollars under budget, due to the fact that budget assumptions for the current year were based on the Hospital's performance during 2006. Patient service revenue for the current year is significantly lower than last year, so budget predictions are likely to be adjust lower in the future. It was moved by D. Scott Clark, M.D., seconded by John Ungersma, M.D. and passed to approve the financial and statistical reports for March 2007.
- ADMINISTRATOR'S REPORT
- BUILDING UPDATE                    Mr. Halfen reported that construction of the Support and Radiology buildings is running on budget and on schedule at this time. Hospital representatives recently met with the Office of Statewide Health Planning and Development (OSHPD) in Sacramento for the purpose of reviewing the rebuild project plans. The meeting went as well as can be expected, however at this time there is no clear understanding of OSHPD's role in the "outbuildings" for the project, due to the fact that those buildings are

not required to meet I-space standards, yet they are connected to OSHPD regulated buildings.

PROPERTY AVAILABLE  
AT 2957 BIRCH STREET

Mr. Halfen referred to a real estate listing for property available for purchase at 2957 Birch Street, in Bishop, California, the former location of Cerro Coso Community College. Mr. Halfen affirmed that Northern Inyo Hospital (NIH) is still investigating the possibility of acquiring that property, and he will keep the Board posted on any developments in this matter.

COUNTERFEIT BILLS

Mr. Halfen reported that the Hospital's billing department recently received several counterfeit \$100 bills, which were discovered when making a routine deposit at a local bank. The bank has since provided NIH with special pens to be used for scanning and detecting counterfeit currency.

FYI SECTION

Mr. Halfen called attention to the following items that were included in the FYI section of the Board packet:

- Information on possible Medicaid cuts
- A Critical Access Hospital fact sheet
- A thank you received following the NIH employee recognition breakfast

He also added that the Employee Recognition breakfast was a great success and that it was appreciated by all who attended.

OTHER

Mr. Halfen also noted that the Joint Commission on Accreditation of Hospital Organizations (JCAHO) recently paid the Hospital an announced visit for the purpose of conducting a survey of the Lab. The JCAHO surveyor found seven areas where correction is needed, with the most significant corrections being needed in the area of pathology.

CHIEF OF STAFF  
REPORT

Chief of Staff Taema Weiss, MD reported that anesthesiologist Tony Schapera, M.D. will be moving out of the area and will be changing from Active to Consulting Medical Staff status. The Medical Staff sincerely wishes Doctor Schapera all the best in his move.

OLD BUSINESS

REAFFIRMATION OF  
NEGOTIATOR

Mr. Halfen asked the Board for reaffirmation of the assignment of himself as negotiator on the Hospital's behalf regarding a potential real estate purchase or lease at 152 Pioneer Lane, Bishop, California in whole or in part. Negotiations may be with Stephen Kobayashi, M.D., Pioneer Medical Associates, a partnership, or its designee, singly or collectively. It was moved by Michael Phillips M.D., seconded by Doctor Ungersma, M.D. and passed to approve the reaffirmation of Mr. Halfen as negotiator, with Doctor Clark abstaining from the vote.

ER CONTRACT

Mr. Halfen noted that approval of the Emergency Room (ER) contract with Valley Emergency Physicians will be tabled until the next regular meeting of the District Board.

NEW BUSINESS

COMPLIANCE  
PROGRAM ANNUAL  
REPORT

Compliance Officer Leo Freis presented NIH's annual Compliance Report for the 2006 calendar year, as mandated by the Joint Commission on Accreditation of Hospital Organizations. The Executive Summary of the report included the following notable points:

- During 2006 NIH educated or re-educated 267 employees and students
- Fourteen compliance audits were conducted that caused 1 change initiative to be undertaken
- In the 2006 calendar year NIH's Compliance Program has been effective in identifying and correcting compliance and HIPPA violations.

It was moved by Doctor Clark, seconded by Doctor Phillips, and passed to approve the annual Compliance report for the 2006 calendar year.

LAUNDRY EQUIPMENT  
PURCHASE

Mr. Halfen referred to a proposal to lease new laundry equipment, as included in the rebuild project budget. The proposed lease is with Healthcare Capital Services, and allows for a capitalized lease with a dollar buyout at the end of a period of five years. Following review of the proposal it was moved by Doctor Clark, seconded by Doctor Ungersma, and passed to approve the lease for laundry equipment as presented.

IDENTIFICATION OF  
NEGOTIATOR

Mr. Halfen requested that the Board identify himself as negotiator regarding the potential acquisition of real property at 2957 Birch Street, Bishop, California. Negotiations may be with the designee(s) of Southern Mono County Healthcare District. It was moved by Doctor Phillips, seconded by Doctor Ungersma, and passed to approve identifying John Halfen as negotiator on behalf of NIH regarding the potential acquisition of real property at 2957 Birch Street, Bishop, California.

2007-2008 ANNUAL  
BUDGET

Mr. Watercott asked that Doctor Clark introduce the agenda item of the 2007-2008 annual budget, due to the fact that he has a conflict of interest in this area. Doctor Clark deferred to Mr. Halfen for a review of the budget assumptions for the 2007-2008 year, which include the following:

- A 3.5% Cost of Living Adjustment (COLA) to employee salaries, with 2% being effective July 8 2007, and another 1% increase possibly becoming effective in January of 2008
- The cost of supplies, purchased services and miscellaneous expenses are assumed to increase at a 5% inflation rate
- There will be no budgeted change in the payor mix or services from current operations
- Other Operating Revenue will include \$786,490 from the District for debt service payments on the 2005 General Obligation Bond
- Two employee positions will be added to the budget, one full time

- equivalent (FTE) in Laundry, and one 80% FTE in Administration
- Employee benefits are expected to continue to run at about 60% of total Salaries and Wages
- A 6% across the board rate increase for Hospital services will be implemented effective 7/01/07, producing an expected increase to net revenue of \$2,474,237 for the year
- Capital expenditures will be budgeted at \$2,387,113.61, excluding building project capital purchases
- Non-operating Revenue will be budgeted at \$1,833,496, including \$501,790 for District tax receipts; \$150,000 from contributions, and \$169,605 from Tobacco settlement funds and Medical Office and cellular tower rent
- Operating reserves will increase to about \$20,000,000, producing a budgeted interest income of \$1,000,000.
- Ancillary service revenue will be budgeted lower than the amount budgeted for the current fiscal year

Management asked the Board to approve the following items for the 2007-2008 fiscal year:

1. A 6% across the board rate increase to Hospital services with minor variations
2. A 2% COLA for all employees effective the first pay period in July
3. A capital expenditure budget of \$2,387,113
4. Approval of the fiscal year 2008 operating budget

It was moved by Doctor Ungersma, seconded by Doctor Clark and passed to approve these four items as presented, with Doctor Phillips and Mr. Watercott abstaining from the vote.

#### EKG CONTACT CLARIFICATION

Mr. Halfen called attention to a clarification of the current EKG contracts which details the specific amounts paid to physicians who provide EKG services. The clarification will not change the compensation amounts currently being paid, but it will better define the amounts paid across the board to all of the EKG physicians. It was moved by Doctor Clark, seconded by Doctor Phillips, and passed to approve the clarification of the EKG contracts as presented.

#### LEASE OF 152-F PIONEER LANE

Mr. Halfen referred to a proposed lease for the Medical Office Suite at 152-F Pioneer Lane, the office space previously occupied by Stephen Kobayashi, M.D. The Lease allows for the office space being leased by Northern Inyo County Local Hospital District (NICLHD) from the Pioneer Medical Associates (PMA). It was moved by Doctor Ungersma, seconded by M.C. Hubbard, and passed to approve the lease for 152-F Pioneer Lane, with Doctor Clark abstaining from the vote.

#### POLICY AND PROCEDURE APPROVALS

Mr. Watercott referred to an Infection Control Policy and Procedure titled *Avian Influenza – H5N1 Flu Hospitalized Patients Infection Control*. The purpose of the policy is to minimize infection exposure to healthcare



workers and others from patients presenting with Avian Influenza. Following review of the policy it was moved by Doctor Clark, seconded by Doctor Ungersma, and passed to approve the policy and procedure as presented.

Mr. Watercott called attention to another proposed policy and procedure titled *Disclosure of Name of Emergency Department Physician on Duty*, which has been discussed by various committees but which has yet to receive Medical Staff approval. Discussion followed regarding the pros and cons of releasing the name of Medical Staff personnel on duty, with ER Physicians Black, Phillips, and Tiernan giving their opinions on this issue. It was reported that several members of the ER physician group are strongly opposed to giving out physician names to the general public, and that none of them feel strongly that this information should be released. Following discussion, it was suggested that the policy be re-written to read: "It is the policy of Northern Inyo Hospital not to disclose the names of personnel on duty." It was moved by Doctor Clark, seconded by Doctor Ungersma, and passed to approve the policy and procedure with the rewording stated, with Doctor Phillips abstaining from the vote.

#### NIH FOUNDATION REPORT

Northern Inyo Hospital Foundation Secretary Maggie Egan gave a brief report on the recent activities of the Foundation. She noted that Georgan Stottlemire and John Halfen have agreed to act as interim director and interim treasurer respectively, until permanent replacements for these positions can be found. The Foundation will take on the task of reviewing its bylaws in the near future, and Ms. Egan reported that the date for next year's Spring Fling has tentatively been set for April 12<sup>th</sup>. It is possible that the High Sierra Ultramarathon will be held on the same day.

#### BOARD MEMBER REPORTS

Mr. Watercott asked if any members of the Board of Directors wished to report on any items of interest. Mr. Watercott then stated he recently received a report from Alpha Fund, the Hospital's workman's compensation insurance carrier, and as a result of performance during this last year the Hospital's workman's comp rates should be lower in the upcoming year. Performance Improvement Director Dianne Shirley, RN additionally noted that training on back injury prevention will be held in the future, and it is hoped that this training will help decrease the number of employee back injuries sustained in the future.

#### OPPORTUNITY FOR PUBLIC COMMENT

In keeping with the Brown Act, Mr. Watercott again asked if any members of the public wished to address the Board of Directors on any items of interest. No comments were heard.

#### CLOSED SESSION

At 6:55pm, Mr. Watercott announced the meeting was being adjourned to closed session to allow the Board of Directors to:

- A. Hear reports on the hospital quality assurance activities, and hear a

report from the Medical Staff Executive Committee (Section 32155 of the Health and Safety Code, and Government Code Section 54962).

- B. Confer with legal counsel regarding claim filed by April Villalobos against Northern Inyo County Local Hospital District and other defendants (Government Code Section 54956.9(a)).
- C. Confer with legal counsel regarding claim received from XXXXX XXXX against Northern Inyo County Local Hospital District (Government Code Section 54956.9(a)).
- D. Confer with legal counsel regarding claim received from Landon and Lisa Kleeman against Northern Inyo County Local Hospital District and other defendants (Government Code Section 54956.0(a)).
- E. Instruction of negotiator regarding price and terms of payment for the purchase, sale, exchange, or lease of real property (Government Code Section 54956.8).
- F. Instruction of negotiator regarding price and terms of payment for the purchase, sale, exchange, or lease of a 2<sup>nd</sup> real property (Government Code Section 54956.8).

RETURN TO OPEN  
SESSION

At 7:12p.m. the meeting was returned to open session. Mr. Watercott reported that the Board took no reportable action.

OPPORTUNITY FOR  
PUBLIC COMMENT

Mr. Watercott again asked if any members of the public wished to address the Board on any items listed on the agenda for this meeting. No comments were heard.

ADJOURNMENT

The meeting was adjourned at 7:15 p.m..

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Peter Watercott, President

Attest:

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Michael Phillips, M.D. Secretary

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**BUDGET VARIANCE ANALYSIS**

**Apr-07 PERIOD ENDING**

**In the month, NIH was**

**-11% under budget in IP days; under in IP Ancillary and under in OP Revenue resulting in**

**\$ (614,370) ( -10.2% ) under in gross patient revenue from budget and  
\$ (433,184) ( -12.0% ) under in net patient revenue from budget**

**Total Expenses were:**

**\$ (446,056) ( -13.5% ) under budget. Wages and Salaries were  
\$ (4,530) ( -0.4% ) under budget and Employee Benefits were  
under budget due to decrease in our portion of  
\$ (247,746) ( -31.7% ) Alpha Fund Workers' Comp Liability  
\$ 206,302 of other income resulted in a net income of  
\$ 902,893 \$ 422,568 over budget.**

**The following expense areas were over budget for the month:**

**\$ 26,731 12% Professional Fees; registry staff  
\$ 11,740 9% Depreciation Expense (Digital Mammography)**

**Other Information:**

**43.34% Contractual Percentages for month  
43.59% Contractual Percentages for Year**

**\$ 3,878,492 Year-to-date Net Revenue**

**Special Notes for Month:**

**\$ 393,995 Transfer from Restricted Funds for Interest Payment on 2005 Bonds  
\$ 171,100 ALPHA Fund Comp will correct by this amount until July 1st**

# NORTHERN INYO HOSPITAL

## Balance Sheet

April 30, 2007

### Assets

	<u>Current Month</u>	<u>Prior Month</u>	<u>FYE 2006</u>
<b>Current assets:</b>			
Cash and cash equivalents	3,032,971	986,904	3,148,845
<b>Short-term investments</b>	8,238,333	10,718,691	6,637,435
Assets limited as to use	1,403,017	787,803	603,039
Plant Expansion and Replacement Cash	13,275,050	13,996,056	15,515,948
Other Investments (Partnership)	369,561	369,561	369,561
Patient receivable, less allowance for doubtful accounts 688,502	6,953,940	6,766,700	6,374,400
Other receivables	102,096	368,556	212,005
Inventories	1,876,495	1,871,572	1,897,120
Prepaid expenses	652,644	724,118	470,018
<b>Total current assets</b>	<u>35,904,107</u>	<u>36,589,960</u>	<u>35,228,370</u>
<b>Assets limited as to use:</b>			
Internally designated for capital acquisitions	454,479	741,905	652,606
Specific purpose assets	482,262	535,135	474,914
	<u>936,741</u>	<u>1,277,040</u>	<u>1,127,520</u>
<b>Revenue bond construction funds held by trustee</b>	872,431	829,159	1,632,595
Less amounts required to meet current obligations	<u>1,403,017</u>	<u>787,803</u>	<u>603,039</u>
<b>Net Assets limited as to use:</b>	<u>406,155</u>	<u>1,318,396</u>	<u>2,157,076</u>
<b>Long-term investments</b>	<u>8,307,321</u>	<u>8,307,321</u>	<u>8,307,321</u>
<b>Property and equipment, net of accumulated depreciation and amortization</b>	<u>15,553,699</u>	<u>14,139,799</u>	<u>10,895,169</u>
<b>Unamortized bond costs</b>	<u>339,417</u>	<u>339,902</u>	<u>344,269</u>
<b>Total assets</b>	<u><u>60,510,700</u></u>	<u><u>60,695,378</u></u>	<u><u>56,932,206</u></u>

# NORTHERN INYO HOSPITAL

## Balance Sheet

April 30, 2007

### Liabilities and net assets

	<u>Current Month</u>	<u>Prior Month</u>	<u>FYE 2006</u>
<b>Current liabilities:</b>			
Current maturities of long-term debt	-	-	235,000
Accounts payable	520,719	880,413	683,397
Accrued salaries, wages and benefits	3,306,392	3,304,382	2,954,330
Accrued interest and sales tax	159,199	456,463	168,166
Deferred income	168,174	203,342	97,853
Due to third-party payors	2,494,694	2,838,723	2,864,110
Due to specific purpose funds	-	-	-
<b>Total current liabilities</b>	<u>6,649,178</u>	<u>7,683,323</u>	<u>7,002,857</u>
<b>Long-term debt, less current maturities</b>	22,450,000	22,450,000	22,450,000
Bond Premium	408,681	409,887	431,586
<b>Total long-term debt</b>	<u>22,858,681</u>	<u>22,859,887</u>	<u>22,881,586</u>
<b>Net assets:</b>			
Unrestricted	30,520,578	29,617,033	26,572,849
Temporarily restricted	482,262	535,135	474,914
<b>Total net assets</b>	<u>31,002,840</u>	<u>30,152,168</u>	<u>27,047,763</u>
 <b>Total liabilities and net assets</b>	 <u>60,510,700</u>	 <u>60,695,378</u>	 <u>56,932,206</u>

**NORTHERN INYO HOSPITAL**

**Statement of Operations**

*As of April 30, 2007*

	MTD	MTD			YTD	YTD		
	Actual	Budget	Variance \$	Variance %	Actual	Budget	Variance \$	Variance %
<b>Unrestricted revenues, gains and other support:</b>								
In-patient service revenue:								
Routine	494,499	557,910	(63,411)	(11.4)	5,507,976	5,579,100	(71,124)	(1.3)
Ancillary	1,769,727	2,122,312	(352,585)	(16.6)	17,918,619	21,223,120	(3,304,501)	(15.6)
Total in-patient service revenue	2,264,226	2,680,222	(415,996)	-15.5%	23,426,595	26,802,220	(3,375,625)	-12.6%
Out-patient service revenue	3,151,840	3,350,214	(198,374)	(5.9)	32,439,358	33,502,140	(1,062,782)	(3.2)
<b>Gross patient service revenue</b>	<b>5,416,066</b>	<b>6,030,436</b>	<b>(614,370)</b>	<b>(10.20)</b>	<b>55,865,953</b>	<b>60,304,360</b>	<b>(4,438,407)</b>	<b>(7.4)</b>
<b>Less deductions from patient service revenue:</b>								
Patient service revenue adjustments	167,117	131,706	(35,411)	(26.9)	1,357,987	1,317,060	(40,927)	(3.1)
Contractual adjustments	2,077,787	2,294,385	216,598	9.4	21,606,425	22,943,850	1,337,425	5.8
<b>Total deductions from patient service revenue</b>	<b>2,244,905</b>	<b>2,426,091</b>	<b>181,186</b>	<b>7.5</b>	<b>22,964,412</b>	<b>24,260,910</b>	<b>1,296,498</b>	<b>5.3</b>
<b>Net patient service revenue</b>	<b>3,171,161</b>	<b>3,604,345</b>	<b>(433,184)</b>	<b>-12%</b>	<b>32,901,541</b>	<b>36,043,450</b>	<b>(3,141,909)</b>	<b>-9%</b>
Other revenue	25,395	20,957	4,438	21.2	276,029	209,570	66,459	31.7
Transfers from Restricted Funds for Other Operating Expenses	393,995	-	393,995	N/A	788,740	-	788,740	N/A
<b>Total Other revenue</b>	<b>419,390</b>	<b>20,957</b>	<b>398,433</b>	<b>1,901.2</b>	<b>1,064,769</b>	<b>209,570</b>	<b>855,199</b>	<b>408.1</b>
<b>Total revenue, gains and other support</b>	<b>3,590,551</b>	<b>3,625,302</b>	<b>(34,751)</b>	<b>1,901.1</b>	<b>33,966,310</b>	<b>36,253,020</b>	<b>(2,286,710)</b>	<b>408.0</b>
<b>Expenses:</b>								
Salaries and wages	1,213,389	1,217,919	4,530	0.4	11,708,782	12,179,190	470,408	3.9
Employee benefits	533,106	780,852	247,746	31.7	6,759,167	7,808,520	1,049,353	13.4
Professional fees	243,449	216,718	(26,731)	(12.3)	2,441,877	2,167,180	(274,697)	(12.7)
Supplies	358,787	475,251	116,464	24.5	4,279,177	4,752,510	473,333	10.0
Purchased services	131,581	161,810	30,229	18.7	1,414,169	1,618,100	203,931	12.6
Depreciation	147,987	136,247	(11,740)	(8.6)	1,330,924	1,362,470	31,546	2.3
Interest	33,043	33,043	(0)	-	330,433	330,430	(3)	-
Bad debts	102,559	138,823	36,264	26.1	1,390,002	1,388,230	(1,772)	(0.1)
Other	105,178	154,472	49,294	31.9	1,563,602	1,544,720	(18,882)	(1.2)
<b>Total expenses</b>	<b>2,869,079</b>	<b>3,315,135</b>	<b>446,056</b>	<b>13.5</b>	<b>31,218,131</b>	<b>33,151,350</b>	<b>1,933,219</b>	<b>5.8</b>
<b>Operating income (loss)</b>	<b>721,472</b>	<b>310,167</b>	<b>411,305</b>	<b>1,887.6</b>	<b>2,748,179</b>	<b>3,101,670</b>	<b>(353,491)</b>	<b>402.2</b>
<b>Other income:</b>								
District tax receipts	35,168	102,713	(67,545)	(65.8)	351,680	1,027,130	(675,450)	(65.8)
Interest	74,145	70,588	3,557	5.0	756,054	705,880	50,174	7.1
Other	5,355	15,785	(10,430)	(66.1)	39,017	157,850	(118,833)	(75.3)
Grants and Other Non-Restricted Contributions	91,634	121	91,513	75,630.6	184,162	1,210	182,952	15,120.0
Partnership Investment Income	-	-	-	N/A	-	-	-	N/A
<b>Total other income, net</b>	<b>206,302</b>	<b>189,207</b>	<b>17,095</b>	<b>9</b>	<b>1,330,914</b>	<b>1,892,070</b>	<b>(561,156)</b>	<b>(29.7)</b>
<b>Non-Operating Expense</b>								
Medical Office Expense	15,062	13,858	(1,204)	(8.7)	111,667	138,580	26,913	19.4
Urology Office	9,818	5,191	(4,627)	(89.1)	88,933	51,910	(37,023)	(71.3)
<b>Total Non-Operating Expense</b>	<b>24,880</b>	<b>19,049</b>	<b>(5,831)</b>	<b>(30.6)</b>	<b>200,600</b>	<b>190,490</b>	<b>(10,110)</b>	<b>(5.3)</b>
<b>Excess (deficiency) of revenues over expenses</b>	<b>902,893</b>	<b>480,325</b>	<b>422,568</b>	<b>88.0</b>	<b>3,878,492</b>	<b>4,803,250</b>	<b>(924,758)</b>	<b>(19.3)</b>

**NORTHERN INYO HOSPITAL**  
**Statement of Operations--Statistics**  
*As of April 30, 2007*

	Month Actual	Month Budget	Month		YTD Actual	YTD Budget	Year		
			Variance	Percentage			Variance	Percentage	
<b>Operating statistics:</b>									
Beds	25.00	32.00	N/A	N/A	25.00	32.00	N/A	N/A	1.08
Patient days	240.00	271.00	(31.00)	0.89	2,923.00	2,710.00	213.00	N/A	1.06
Maximum days per bed capacity	750.00	960.00	N/A	N/A	7,600.00	9,600.00	N/A	N/A	1.36
Percentage of occupancy	32.00	28.23	3.77	1.13	38.46	28.23	10.23	N/A	1.06
Average daily census	8.00	9.03	(1.03)	0.89	9.62	9.03	0.58	(0.03)	0.99
Average length of stay	2.61	3.08	(0.47)	0.85	3.04	3.08	(0.03)	(0.03)	1.09
Discharges	92.00	88.00	4.00	1.05	960.00	880.00	80.00	80.00	1.08
Admissions	85.00	89.00	(4.00)	0.96	962.00	890.00	72.00	72.00	1.08
Gross profit-revenue depts.	3,612,410.50	3,937,409.00	(324,998.50)	0.92	36,127,087.04	39,374,090.00	(3,247,002.96)	(3,247,002.96)	0.92
<b>Percent to gross patient service revenue:</b>									
Deductions from patient service revenue and bad debts									
Salaries and employee benefits	43.34	42.63	0.71	1.02	43.63	42.63	1.00	1.02	1.02
Occupancy expenses	32.21	33.14	(0.93)	0.97	33.02	33.14	(0.12)	(0.12)	1.00
General service departments	3.64	3.08	0.56	1.18	3.27	3.08	0.19	0.19	1.06
Fiscal services departments	5.37	5.17	0.20	1.04	5.50	5.17	0.33	0.33	1.06
Administrative departments	4.11	4.54	(0.43)	0.91	4.32	4.54	(0.22)	(0.22)	0.95
Operating income (loss)	4.11	5.16	(1.05)	0.80	4.89	5.16	(0.27)	(0.27)	0.95
Excess (deficiency) of revenues over expenses	14.55	4.83	9.72	3.01	4.89	4.83	0.06	0.06	1.01
	16.67	7.97	8.70	2.09	6.94	7.97	(1.03)	(1.03)	0.87
<b>Payroll statistics:</b>									
Average hourly rate (salaries and benefits)	35.84	40.34	(4.50)	0.89	37.44	40.34	(2.90)	(2.90)	0.93
Worked hours	44,101.01	42,120.00	1,981.01	1.05	433,719.37	419,196.00	14,523.37	14,523.37	1.03
Paid hours	48,668.22	49,534.00	(865.78)	0.98	492,637.79	495,340.00	(2,702.21)	(2,702.21)	0.99
Full time equivalents (worked)	256.40	243.47	12.93	1.05	250.42	242.31	8.11	8.11	1.03
Full time equivalents (paid)	282.95	286.32	(3.37)	0.99	284.43	286.32	(1.89)	(1.89)	0.99

**Critical Access Hospital status equal 25 beds; note changes to Occupancy percentages due to change in maximum beds.**



**NORTHERN INYO HOSPITAL****Statements of Changes in Net Assets***As of April 30, 2007*

	<u>Month-to-date</u>	<u>Year-to-date</u>
<b>Unrestricted net assets:</b>		
Excess (deficiency) of revenues over expenses	902,893.42	3,878,492.01
Net Assets due/to transferred from unrestricted	288,077.15	205,362.90
Net assets released from restrictions used for operations	393,995.00	850,740.00
<b>Net assets released from restrictions used for payment of long-term debt</b>	<b>(393,995.00)</b>	<b>(788,740.00)</b>
Contributions and interest income	(287,425.83)	(198,126.22)
<b>Increase in unrestricted net assets</b>	<u>903,544.74</u>	<u>3,947,728.69</u>
<b>Temporarily restricted net assets:</b>		
District tax allocation	341,122.37	856,637.92
Net assets released from restrictions	(393,995.00)	(850,740.00)
Restricted contributions	-	454.91
Interest income	-	995.25
<b>Increase (decrease) in temporarily restricted net assets</b>	<u>(52,872.63)</u>	<u>7,348.08</u>
<b>Increase (decrease) in net assets</b>	850,672.11	3,955,076.77
<b>Net assets, beginning of period</b>	30,152,167.65	27,047,762.99
<b>Net assets, end of period</b>	<u>31,002,839.76</u>	<u>31,002,839.76</u>

# NORTHERN INYO HOSPITAL

## Statements of Cash Flows

As of April 30, 2007

	<u>Month-to-date</u>	<u>Year-to-date</u>
<b>Cash flows from operating activities:</b>		
Increase (decrease) in net assets	850,672.11	3,955,076.77
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities: (correcting debt payment)	-	-
Depreciation	147,986.58	1,330,923.96
Provision for bad debts	102,558.80	1,390,001.62
Loss (gain) on disposal of equipment	-	100.00
(Increase) decrease in:		
Patient and other receivables	(23,339.26)	(1,859,633.33)
Other current assets	66,550.30	(162,001.39)
Plant Expansion and Replacement Cash	721,005.88	2,240,897.98
Increase (decrease) in:		
Accounts payable and accrued expenses	(690,115.31)	250,737.46
Third-party payors	(344,029.53)	(369,415.88)
<b>Net cash provided (used) by operating activities</b>	<u>831,289.57</u>	<u>6,776,687.19</u>
<b>Cash flows from investing activities:</b>		
Purchase of property and equipment	(1,561,886.84)	(5,989,453.60)
Purchase of investments	2,480,358.52	(1,600,897.85)
Proceeds from disposal of equipment	-	(100.00)
<b>Net cash provided (used) in investing activities</b>	<u>918,471.68</u>	<u>(7,590,451.45)</u>
<b>Cash flows from financing activities:</b>		
Long-term debt	(1,205.55)	(257,904.75)
Issuance of revenue bonds	(43,272.12)	760,164.37
Unamortized bond costs	485.24	4,852.40
Increase (decrease) in donor-restricted funds, net	340,298.46	190,778.14
<b>Net cash provided by (used in) financing activities</b>	<u>296,306.03</u>	<u>697,890.16</u>
<b>Increase (decrease) in cash and cash equivalents</b>	2,046,067.28	(115,874.10)
<b>Cash and cash equivalents, beginning of period</b>	<u>986,903.86</u>	<u>3,148,845.24</u>
<b>Cash and cash equivalents, end of period</b>	<u>3,032,971.14</u>	<u>3,032,971.14</u>

# Northern Inyo Hospital

## Investments as of 4/30/2007

	<b>Purchase Dt</b>	<b>Maturity Dt</b>	<b>Institution</b>	<b>Rate</b>	<b>Principal</b>
1	4/17/2007	5/1/2007	Local Agency Investment Fund	5.22%	4,042,765.77
2	4/13/2007	5/1/2007	Local Agency Investment Fund	5.22%	289,284.36
3	5/7/2004	5/7/2007	Five Star Bank Natomas	3.31%	99,000.00
4	5/11/2004	5/11/2007	Bear Stearns Security	3.25%	1,000,000.00
5	6/22/2005	6/22/2007	Federal Home Loan Bank-FNC	4.00%	1,000,000.00
6	7/8/2005	6/29/2007	FANNIE MAE FNMA-MBS	4.00%	500,000.00
7	7/5/2005	7/5/2007	Federal Home Loan Bank-MBS	4.00%	500,000.00
8	4/30/2007	8/30/2007	United States Treasury Bills	4.81%	378,924.58
9	3/14/2006	9/14/2007	Federal Home Loan Bank-FNC	5.13%	600,000.00
10	4/30/2007	10/25/2007	United States Treasury Bills	4.88%	379,981.77
11	11/28/2005	11/28/2007	Federal Home Loan Bank-MBS	5.00%	500,000.00
12	4/2/2007	12/1/2007	Cantella & Co., Inc	4.50%	73,912.45
13	12/27/2005	12/27/2007	Federal Home Loan Bank-FNC	5.00%	500,000.00
14	1/24/2003	1/24/2008	Capital One Bank	4.31%	100,000.00
15	1/24/2003	1/24/2008	Capital One, F.S.B.	4.30%	100,000.00
16	1/24/2003	1/24/2008	Key Bank USA	3.50%	100,000.00
17	3/18/2005	3/18/2008	First Federal Bank	4.00%	100,000.00
18	3/23/2007	3/24/2008	Farmers Bank	5.00%	100,000.00
19	12/14/2004	5/27/2008	Cantella & Co., Inc	3.50%	225,000.00
20	3/11/2005	6/11/2008	Community Bank	4.00%	98,000.00
21	3/11/2005	6/11/2008	Equity Bank	4.00%	100,000.00
22	1/30/2006	7/28/2008	Federal Home Loan Bank-FNC	5.00%	500,000.00
23	4/21/2005	10/7/2008	Federal Home Loan Bank-MBS	4.00%	1,335,000.00
24	10/15/2003	10/15/2008	R-G Crown Bank	4.00%	97,000.00
25	10/31/2005	10/27/2008	Federal Home Loan Bank-MBS	5.00%	500,000.00
26	5/26/2005	11/26/2008	Federal Home Loan Bank-FNC	4.50%	1,000,000.00
27	12/15/2003	12/15/2008	Bear, Stearns Securities	3.00%	300,000.00
28	1/4/2005	1/5/2009	Mututal Bank	4.36%	99,000.00
29	1/7/2004	1/7/2009	Bear Stearns Security	4.08%	100,000.00
30	2/20/2007	2/20/2009	Federal Home Loan Bank-FNC	5.28%	500,000.00
31	4/2/2007	11/1/2009	Cantella & Co., Inc	4.50%	117,878.25
32	12/30/2004	12/30/2009	Capital City Bank and Trust	4.75%	99,000.00
33	4/22/2005	4/22/2010	Bank of Waukegan	4.75%	99,000.00
34	2/24/2006	2/24/2011	Federal Home Loan Bank-MBS	6.00%	1,000,000.00
			<b>Total</b>		<b>\$16,533,747.18</b>

Northern Inyo Hospital  
Summary of Cash and Investment Balances  
Calendar Year 2007

Month	Operations Checking Account										Time Deposit Month-End Balances				
	Balance at Beginning of Month	Deposits	Disbursements	Balance at End of Month	Premium Interest Checking	Investment Operations Fund	Bond and Interest Fund (2)	Equipment Donations Fund	Childrens Fund	Scholarship Fund	Tobacco Settlement Fund	Total Revenue Fund (1)	Project Revenue Bond Fund (1)	General Obligation Bond Fund	
January	936,738	3,349,146	3,230,137	1,055,747	519	17,418,118	525,863	25,122	2,798	5,734	715,405	744,735	16,654	15,331,544	
February	1,055,747	3,012,726	3,529,773	538,700	8	18,118,118	525,863	25,122	2,789	5,834	716,060	786,899	16,717	15,376,250	
March	538,700	3,711,798	3,700,602	549,896	0	19,014,106	526,320	25,141	2,900	5,839	716,764	829,159	16,775	13,996,056	
April	549,896	7,165,639	5,972,745	1,742,790	0	16,533,747	473,447	25,141	2,900	5,839	429,339	872,431	17,616	13,275,050	
May	1,592,427	2,852,264	3,493,876	950,815	1,539,308	14,932,849	466,295	19,086	2,791	5,465	627,096	1,779,338	867,196	15,443,286	
June	950,815	3,272,613	3,109,328	1,114,100	1,544,902	14,932,849	466,576	24,896	2,793	5,469	627,709	1,632,595	867,200	15,499,501	
July	1,114,100	2,592,650	2,845,491	861,259	1,550,786	15,713,474	434,758	24,896	2,793	5,724	628,384	1,121,978	310,860	15,558,623	
August	861,259	3,563,476	3,206,915	1,217,820	1,556,826	15,588,531	466,576	24,896	2,793	5,724	629,066	1,167,917	310,864	15,619,307	
September	1,217,820	2,891,026	2,829,293	1,279,553	1,562,539	16,338,426	435,194	24,970	2,796	5,729	629,705	1,214,051	310,866	15,676,672	
October	1,279,553	3,513,782	3,902,742	890,593	1,568,930	17,134,630	16,934	24,970	2,796	5,729	713,160	965,952	16,501	15,740,837	
November	890,593	4,105,103	4,512,789	482,906	74,468	17,384,630	16,934	25,100	2,796	5,729	713,912	1,032,481	16,530	15,802,765	
December	482,906	3,745,997	3,292,165	936,738	545	17,384,630	528,988	25,122	2,798	5,734	714,632	702,720	16,591	15,802,073	

Notes: (1) The difference between the Total and Project Revenue Bond Funds represents amounts held by the trustee to make payments on the District's behalf and about \$575,000 to cover the Bond Reserve Account Requirement with respect to the Series 1998 Bonds. The Project amount represents the balance available to spend on the building project; however, the district accumulates invoices and only requests reimbursement quarterly.

(2) The Bond and Interest Fund now contains the Debt Service amount from the County for both the original Bond and the 2005 Bond.

**Financial Indicators**

	Target	Apr-07	Mar-07	Feb-07	Jan-07	Dec-06	Nov-06	Oct-06	Sep-06	Aug-06	Jul-06	Jun-06	May-06
Current Ratio	>1.5-2.0	5.40	4.76	5.35	5.54	5.48	5.43	4.77	4.65	4.77	4.71	5.03	4.99
Quick Ratio	>1.33-1.5	5.00	4.38	4.95	5.11	5.06	5.01	4.44	4.33	4.41	4.36	4.66	4.70
Days Cash on Hand	>75	354.74	327.83	331.37	327.96	349.52	339.70	363.56	324.75	330.63	305.76	390.80	336.95

NORTHERN INYO HOSPITAL  
STATISTICS

MONTHS 2007	SURGERIES						ER			OP REFERRALS			ADMITTS (W/NB)			PT DAYS (W/NB)			DISCH (W/NB)																																																																																																																																																												
	IP		OP		TOTAL		BIRTHS			ADMITTS			VISITS			PT DAYS (W/O NB)			PT DAYS (W/NB)			DISCH (W/NB)																																																																																																																																																									
	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07																																																																																																																																																								
JANUARY	35 / 40 / 38	65 / 72 / 73	100 / 112 / 111	17 / 19 / 17	49 / 60 / 47	540 / 563 / 510	3048 / 3135 / 3331	109 / 126 / 111	275 / 370 / 299	320 / 410 / 350	115 / 124 / 106	FEBRUARY	29 / 29 / 24	81 / 62 / 59	110 / 91 / 83	15 / 20 / 19	54 / 44 / 14	422 / 467 / 521	2777 / 3100 / 2981	121 / 106 / 107	319 / 255 / 251	358 / 303 / 291	111 / 113 / 105	MARCH	34 / 50 / 25	78 / 101 / 53	112 / 151 / 78	20 / 26 / 17	59 / 63 / 49	606 / 543 / 460	3163 / 3387 / 3079	123 / 152 / 117	356 / 333 / 286	395 / 399 / 322	127 / 149 / 116	APRIL	27 / 31 / 31	68 / 81 / 59	95 / 112 / 90	9 / 18 / 17	43 / 54 / 48	466 / 474 / 525	3119 / 3145 / 3251	97 / 114 / 105	244 / 310 / 245	262 / 346 / 276	104 / 116 / 112	MAY	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	JUNE	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	JULY	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	AUGUST	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	SEPTEMBER	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	OCTOBER	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	NOVEMBER	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	DECEMBER	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	CALENDAR YEAR	125 / 150 / 118	292 / 316 / 244	417 / 466 / 362	61 / 83 / 70	205 / 221 / 158	2034 / 2047 / 2016	12107 / 12767 / 12652	450 / 498 / 440	1194 / 1268 / 1081	1335 / 1458 / 1239	457 / 502 / 439	MONTHLY AVERAGE	31 / 38 / 30	73 / 79 / 61	104 / 117 / 91	15 / 21 / 18	51 / 55 / 40	509 / 512 / 504	3,027 / 3,192 / 3,163	113 / 125 / 110	299 / 317 / 270	334 / 365 / 310	114 / 126 / 110

NORTHERN IYO HOSPITAL  
DEPARTMENTAL NON-EMERGENCY OUTPATIENT VISITS

MONTHS 2007	DIAGNOSTIC RADIOLOGY			MAMMOGRAPHY			NUCLEAR MEDICINE			ULTRASOUND			CT SCANNING			MRI			LABORATORY			EKG/EEG			PHYSICAL THERAPY			RESPIRATORY THERAPY			RURAL HEALTH CLINIC			TOTALS		
	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07	05 / 06 / 07					
JANUARY	340	312	308	202	229	198	47	29	36	102	107	166	151	123	112	86	85	86	1968	1686	1621	127	103	139	313	302	335	16	12	19	1014	1029	941	4366	4017	3961
FEBRUARY	323	250	263	203	211	194	52	60	38	119	135	157	142	111	102	77	82	71	1753	1633	1662	83	82	84	306	361	302	12	19	19	921	970	965	3991	3924	3857
MARCH	413	329	269	201	83	122	52	52	29	113	133	144	161	126	95	92	105	76	2105	1853	1734	81	132	100	315	425	340	12	14	16	1240	1099	1095	4785	4351	4020
APRIL	349	254	258	232	237	246	40	35	46	137	109	139	180	107	123	84	84	105	1815	1984	1767	97	84	85	378	397	300	18	21	14	1103	915	883	4433	4227	3966
MAY	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
JUNE	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
JULY	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
AUGUST	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
SEPTEMBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
OCTOBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
NOVEMBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
DECEMBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
CALENDAR YEAR	1425	1145	1098	838	760	760	191	176	149	471	484	606	634	467	432	339	366	338	7641	7156	6784	388	401	408	1312	1485	1277	58	66	68	4278	4013	3884	17575	16519	15804
MONTHLY AVERAGES	356	286	275	210	190	190	48	44	37	118	121	152	159	117	108	85	92	85	1910	1789	1696	97	100	102	328	371	319	15	17	17	1070	1003	971	4394	4130	3951

**Northern Inyo Hospital**  
**Monthly Report of Capital Expenditures**  
**Fiscal Year Ending JUNE 30, 2005**  
**As of APRIL 30, 2007**

<b>MONTH</b>	<b>APPROVED</b>	<b>BY BOARD DESCRIPTION OF APPROVED CAPITAL EXPENDITURES</b>	<b>AMOUNT</b>
FY 1995-96		Hospital Information System	\$1,300,000
		AMOUNT APPROVED BY THE BOARD IN PRIOR FISCAL YEARS TO BE EXPENDED IN THE CURRENT FISCAL YEAR	<u>1,300,000</u>
FY 2006-07		Philips Biphasic Defibrillators (eight)	101,388 *
		Crash Carts	15,735 *
		Urology Office Equipment & Charts (Purchased from Dr. Evantov) (Half of \$35,000 buy-up amount)	18,856 *
		Platelet Incubator/Agitator Purchase (non-budget)	2,600
		Computer Backup/Disaster Recovery Upgrade	77,124 *
		Virtual Servers	40,677 *
		QuadraMed Tempus One Scheduling System (Includes Surgery Module)	233,750
		Honda CRV	23,292 *
		GE Digital Mammography	508,759 *
		BECKMAN COULTER Blood Analyzer LH500 (Price ??)	50,000
		GE Centricity RHC Electronic Health Record Software	75,950
		Terason t3000 Ultrasound System	43,396 *
		QuickPay System	13,700
		Hologic Stereotactic Breat Biopsy System	156,000
		AMOUNT APPROVED BY THE BOARD IN THE CURRENT FISCAL YEAR TO BE EXPENDED IN THE CURRENT FISCAL YEAR	<u>1,361,226</u>
		Amount Approved by the Board in Prior Fiscal Years to be Expended in the Current Fiscal Year	1,300,000



**Northern Inyo Hospital**  
**Monthly Report of Capital Expenditures**  
**Fiscal Year Ending JUNE 30, 2005**  
**As of APRIL 30, 2007**

<b>MONTH</b>		
<b>APPROVED</b>		
<b>BY BOARD</b>	<b>DESCRIPTION OF APPROVED CAPITAL EXPENDITURES</b>	<b>AMOUNT</b>
	Amount Approved by the Board in the Current Fiscal Year to be Expended in the Current Fiscal Year	<u>1,361,226</u>
	Year-to-Date Board-Approved Amount to be Expended	1,832,000
	Year-to-Date Administrator-Approved Amount Actually Expended in Current Fiscal Year	489,936 *
		<u>829,226 *</u>
	<b>TOTAL FUNDS APPROVED TO BE EXPENDED</b>	<u><u>3,151,163</u></u>
	<b>Total-to-Date Spent on Incomplete Board Approved Expenditures</b> (Hospital Information System and Building Project)	1,199,399
Reconciling Totals:		
	Actually Capitalized in the Current Fiscal Year Total-to-Date	1,319,163
	Plus: Lease Payments from a Previous Period	0
	Less: Lease Payments Due in the Future	0
	Less: Funds Expended in a Previous Period	0
	Plus: Other Approved Expenditures	<u>1,832,000</u>
	<b>ACTUAL FUNDS APPROVED IN THE CURRENT FISCAL YEAR TOTAL-TO-DATE</b>	<u><u>3,151,163</u></u>
	Donations by Auxiliary	0
	Donations by Hospice of the Owens Valley	0
	Donations by Others	<u>0</u>
		<u><u>0</u></u>

\*Completed Purchase

(Note: The budgeted amount for capital expenditures for the fiscal year ending June 30, 2006, is \$3,600,000 coming from existing hospital funds.)

\*\*Completed in prior fiscal year

**Northern Inyo Hospital  
Monthly Report of Capital Expenditures  
Fiscal Year Ending JUNE 30, 2005  
As of APRIL 30, 2007**

<b>MONTH</b>	<b>APPROVED</b>	<b>AMOUNT</b>
<b>BY BOARD DESCRIPTION OF APPROVED CAPITAL EXPENDITURES</b>		
<b>Board Approved Construction and Remodel amounts to be Reimburse from Revenue Bonds:</b>		
FY 1996-97	Central Plant and Emergency Power Generator	3,000,884 **
FY 1997-98	Administration/Office Building (Includes Furniture and Landscaping)	1,617,772 **
FY 2000-01	New Water Line Construction	89,962 **
FY 2001-02	Siemens ICU Patient Monitoring Equipment	170,245 **
	Central Plant and Emergency Power Generator OSHPD Fee	18464.5 **
FY 2003-04	Emergency Room Remodel (Included in New Building & Remodel)	0
FY 2004-05	Emergency Room Remodel (add to \$500,000) (In New Building & Remodel)	0
FY 2005-06	Hospital Building and Remodel	39,500,000
FY 2005-06	Construction Cost Overrun Approval	15,250,000
<b>Total-To-Date Board Approved Construction Amounts to be reimbursed from Revenue Bonds &amp; General Obligation Bond</b>		<u><u>59,647,328</u></u>
<b>Total-To-Date Spent on Construction In Progress from Rev Bonds for Incomplete Projects (Includes Architect Fees for Future Phases)</b>		

\*Completed Purchase

**Northern Inyo Hospital**  
**Monthly Report of Capital Expenditures**  
**Fiscal Year Ending JUNE 30, 2005**  
**As of APRIL 30, 2007**

Administrator-Approved Item(s) Month Ending March 31, 2007	Department	Amount	Month Total 32,662	Grand Total 458,023
VITALCARE MONITOR	OB	2,745		
CACTUS SOFTWARE	MEDICAL STAFF COOR	16,500		
SYSTEM 5 RECIPROCATING SAW	SURGERY	6,351		
CAPNOGRAPH/OXIM	RESPIRATORY CARE	4,154		
Landscaping & Prep for Parking Lot	SURGERY CLINIC	2,163		
<b>Month Ending April 30, 2007</b>			<b>31,913</b>	<b>489,936</b>

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**SUMMARY**

APPLICATION NO: 6  
 APPLICATION DATE: 4/30/2007  
 ARCHITECT'S PROJECT NO:

Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D ADJUSTMENTS	E CHANGE ORDERS	F ADJUSTED VALUE	G WORK COMPLETE FROM PREVIOUS PERIOD	H TOTAL COMPLETED AND STORED TO DATE (D+E+F)	I % COMPLETE (G+C)	J BALANCE TO FINISH (excluding Retention) (C-G)	K RETAINAGE (IF VARIABLE RATE)	L RETAINAGE VALUE
1000	General Conditions	\$899,330	\$0	\$0	\$899,330	\$291,471	\$0	37.5%	\$624,581	0%	\$0
1001	General Requirements	\$505,544	-\$2,867	\$0	\$502,677	\$46,810	\$0	13.6%	\$434,174	0%	\$0
	<b>Total General Conditions/Requirements</b>	<b>\$1,404,874</b>	<b>-\$2,867</b>	<b>\$0</b>	<b>\$1,502,007</b>	<b>\$338,281</b>	<b>\$0</b>	<b>29.5%</b>	<b>\$1,068,755</b>	<b>0%</b>	<b>\$0</b>
02300	Earthwork	\$480,800	\$183,074	\$9,248	\$683,123	\$452,210	\$0	83.7%	\$111,435	10%	\$57,168
02300	Earthwork Allowance	\$131,556	-\$55,784	\$0	\$75,772	\$0	\$0	0.0%	\$75,772	10%	\$0
03310	Site & Building Concrete	\$971,040	\$0	\$0	\$971,040	\$721,841	\$0	91.3%	\$84,198	10%	\$88,684
04865	Masonry	\$154,760	\$0	\$0	\$154,760	\$0	\$0	0.0%	\$154,760	10%	\$0
05120	Structural Steel	\$379,313	\$155,585	\$0	\$534,898	\$222,748	\$0	68.3%	\$169,895	10%	\$36,520
06410	Finish Carpentry/Casework	\$168,229	-\$155,585	\$0	\$12,644	\$0	\$0	0.0%	\$12,644	10%	\$0
08000	Overhead Roll-up Doors	\$120,267	\$0	\$0	\$120,267	\$0	\$0	0.0%	\$120,267	10%	\$0
08810	Doors/Frames/Hardware (Supply)	\$43,437	\$0	\$0	\$43,437	\$0	\$0	0.0%	\$43,437	10%	\$0
08810	Doors/Frames/Hardware (Install)	\$135,870	\$0	\$0	\$135,870	\$0	\$0	0.0%	\$135,870	10%	\$0
09280	Drywall/Insulation/Fireproofing	\$66,435	\$0	\$0	\$66,435	\$0	\$0	0.0%	\$66,435	10%	\$0
09280	Drywall/Insulation/Fireproofing-Allowance	\$1,058,656	\$0	\$0	\$1,058,656	\$0	\$0	0.0%	\$1,058,656	10%	\$0
09310	Ceramic Tile	-\$5,800	\$0	\$0	-\$5,800	\$0	\$0	0.0%	\$0	10%	\$0
09511	Acoustical Ceilings	\$94,070	\$0	\$0	\$94,070	\$0	\$0	0.0%	\$94,070	10%	\$0
09511	Acoustical Ceilings-Allowance	\$124,920	\$0	\$0	\$124,920	\$0	\$0	0.0%	\$124,920	10%	\$0
09650	Flooring	\$3,100	\$0	\$0	\$3,100	\$0	\$0	0.0%	\$3,100	10%	\$0
09650	Flooring-Allowance	\$145,206	\$0	\$0	\$145,206	\$0	\$0	0.0%	\$145,206	10%	\$0
09800	Painting	\$1,000	\$0	\$0	\$1,000	\$0	\$0	0.0%	\$1,000	10%	\$0
09800	Painting-Allowance	\$108,362	\$0	\$0	\$108,362	\$0	\$0	0.0%	\$108,362	10%	\$0
13120	Metal Building	\$17,674	\$0	\$0	\$17,674	\$0	\$0	0.0%	\$17,674	10%	\$0
13120	Metal Building-Allowance	\$58,377	\$41,663	\$0	\$60,040	\$397,675	\$0	91.4%	\$1,751	10%	\$54,831
13915	Fire Protection	\$42,517	-\$41,663	\$0	\$894	\$0	\$0	0.0%	\$894	10%	\$0
13915	Fire Protection-Allowance	\$114,287	\$0	\$0	\$114,287	\$0	\$0	0.0%	\$114,287	10%	\$0
15400	Plumbing	\$3,035	\$0	\$0	\$3,035	\$0	\$0	0.0%	\$3,035	10%	\$0
15400	Plumbing-Allowance	\$350,788	\$0	\$0	\$350,788	\$0	\$0	0.0%	\$350,788	10%	\$0
15700	HVAC	\$55,936	\$0	\$0	\$55,936	\$0	\$0	0.0%	\$55,936	10%	\$0
16000	Electrical	\$2,002,770	\$0	\$0	\$2,002,770	\$0	\$0	0.0%	\$2,002,770	10%	\$0
16000	Electrical-Allowance	\$1,061,866	\$2,867	\$4,675	\$1,069,410	\$171,134	\$0	21.4%	\$841,076	10%	\$23,350
12300	Casework	\$2,276	\$0	\$0	\$2,276	\$0	\$0	0.0%	\$2,276	10%	\$0
	<b>Total Divisions and General Conditions/Requirements</b>	<b>\$8,390,928</b>	<b>\$140,157</b>	<b>\$253,440</b>	<b>\$8,798,048</b>	<b>\$2,048,232</b>	<b>\$0</b>	<b>7.8%</b>	<b>\$5,786,618</b>	<b>5%</b>	<b>\$965</b>
99910	Fee	\$9,895,403	\$137,290	\$267,963	\$10,300,066	\$2,386,513	\$0	33.9%	\$6,845,373	0%	\$0
99912	P&P Bond	\$67,864	\$0	\$18,702	\$87,266	\$0	\$0	0.0%	\$87,266	0%	\$0
99913	Builder's Risk	\$61,000	\$0	\$3,029	\$64,029	\$0	\$0	0.0%	\$64,029	0%	\$0
99914	General Liability	\$138,000	\$0	\$1,684	\$139,684	\$0	\$0	0.0%	\$139,684	0%	\$0
99915	Subguard	\$25,000	\$0	\$3,208	\$28,208	\$0	\$0	0.0%	\$28,208	0%	\$0
	<b>Total before Contingencies/Allowances/Exposure Hold</b>	<b>\$10,663,967</b>	<b>-\$137,290</b>	<b>\$296,061</b>	<b>\$11,316,318</b>	<b>\$2,893,002</b>	<b>\$1,123,332</b>	<b>35.6%</b>	<b>\$7,290,984</b>	<b>10%</b>	<b>\$297,017</b>
	Import Fill-Allowance	\$121,380	-\$121,380	\$0	\$0	\$0	\$0	#DIV/0!	\$0	10%	\$0
	Dewatering Allowance	\$4,966	-\$15,910	\$0	-\$10,944	\$0	\$0	0.0%	-\$10,944	10%	\$0
	Glass & Glazing Allowance	\$150,000	\$0	\$0	\$150,000	\$0	\$0	0.0%	\$150,000	10%	\$0
	Epoxy Flooring Allowance	\$93,205	\$0	\$0	\$93,205	\$13,033	\$1,189	11.4%	\$110,778	10%	\$1,422
	Misc Specialties Allowance	\$93,205	\$0	\$0	\$93,205	\$0	\$0	0.0%	\$93,205	10%	\$0
	Walk-in Refrigerator Allowance	\$15,000	\$0	\$0	\$15,000	\$0	\$0	0.0%	\$15,000	10%	\$0
	Addendum #3 Allowance	\$25,000	\$0	\$0	\$25,000	\$0	\$0	0.0%	\$25,000	10%	\$0
	Contingency	\$348,442	-\$137,290	\$0	\$211,152	\$13,033	\$0	1.5%	\$348,442	10%	\$0
	<b>Total Allowances/Contingencies</b>	<b>\$1,081,506</b>	<b>-\$137,290</b>	<b>\$0</b>	<b>\$944,216</b>	<b>\$13,033</b>	<b>\$0</b>	<b>1.5%</b>	<b>\$929,997</b>	<b>10%</b>	<b>\$1,422</b>
	<b>GRAND TOTALS</b>	<b>\$11,965,476</b>	<b>\$0</b>	<b>\$295,061</b>	<b>\$12,260,537</b>	<b>2,906,035.55</b>	<b>1,124,520.79</b>	<b>32.95%</b>	<b>\$8,220,981</b>	<b>10%</b>	<b>\$298,439</b>

**SUPPORT**

Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	C		D		E	F	G	H	I	J
			Adjustments	Change Orders	ADJUSTED VALUE	WORK COMPLETE FROM PREVIOUS APPLICATIONS						
1000	General Conditions	\$499,865			\$499,865	145,735.63	41,638.75		187,374.38	\$312,291		\$0
1001	General Requirements	\$252,772	-\$2,867		\$249,905	23,405.00	10,846.50		34,251.50	\$215,654		\$0
	<b>Total General Conditions/Requirements</b>	<b>\$752,637</b>	<b>-\$2,867</b>		<b>\$749,770</b>	<b>169,140.63</b>	<b>52,485.25</b>		<b>221,625.88</b>	<b>\$527,944</b>		<b>\$0</b>
02300	Earthwork	\$348,156	\$31,808	\$9,249	\$389,211	270,055.00	21,200.00		291,255.00	\$97,956		\$29,126
02300	Earthwork Allowance	\$62,046	\$13,708		\$75,752	0.00	0.00		0.00	\$75,752		\$0
03310	Site & Building Concrete	\$485,520			\$485,520	431,321.00	0.00		431,321.00	\$54,199		\$43,132
04865	Masonry	\$77,390			\$77,390	99,993.80	89,522.90		189,516.70	\$28,119		\$18,952
05120	Structural Steel	\$104,686	\$112,950		\$217,636	0.00	0.00		0.00	\$217,636		\$0
06410	Structural Steel Allowance	\$112,950	-\$112,950		\$0	0.00	0.00		0.00	\$0		\$0
08000	Finish Carpentry/Casework	\$60,133			\$60,133	0.00	0.00		0.00	\$60,133		\$0
08810	Overhead Roll-up Doors	\$43,437			\$43,437	0.00	0.00		0.00	\$43,437		\$0
08810	Doors/Frames/Hardware (Supply)	\$34,271			\$34,271	0.00	0.00		0.00	\$34,271		\$0
09260	Anchor Door	\$33,217			\$33,217	0.00	0.00		0.00	\$33,217		\$0
09260	Novak	\$529,328			\$529,328	0.00	0.00		0.00	\$529,328		\$0
09260	Drywall/Insulation/Fireproofing	\$2,900			\$2,900	0.00	0.00		0.00	\$2,900		\$0
09310	Ceramic Tile	\$47,035			\$47,035	0.00	0.00		0.00	\$47,035		\$0
09511	Acoustical Ceilings-Allowance	\$62,460			\$62,460	0.00	0.00		0.00	\$62,460		\$0
09650	Flooring	\$1,550			\$1,550	0.00	0.00		0.00	\$1,550		\$0
09650	Contract Flooring	\$72,603			\$72,603	0.00	0.00		0.00	\$72,603		\$0
09800	Flooring-Allowance	\$500			\$500	0.00	0.00		0.00	\$500		\$0
09800	Painting	\$54,181			\$54,181	0.00	0.00		0.00	\$54,181		\$0
09800	Painting-Allowance	\$6,837			\$6,837	0.00	0.00		0.00	\$6,837		\$0
13120	Metal Building	\$558,377	\$41,983		\$600,360	397,675.16	150,634.04		548,309.20	\$51,751		\$54,631
13915	Fire Protection	\$42,517	-\$41,983		\$6,534	6,911.01	26,092.99		33,004.00	\$24,138		\$3,300
13915	Fire Protection-Allowance	\$7,143			\$7,143	0.00	0.00		0.00	\$7,143		\$0
15400	Plumbing	\$182,640			\$182,640	30,546.00	22,166.80		52,712.80	\$129,927		\$5,271
15400	Plumbing-Allowance	\$27,968			\$27,968	7,520.00	218,877.00		226,397.00	\$27,968		\$0
15700	HVAC	\$1,152,585			\$1,152,585	101,527.00	21,850.00		133,377.00	\$406,098		\$22,840
18000	Electrical	\$530,834	\$2,867	-\$4,675	\$528,926	19,709.00	7.8%		19,709.00	\$3,731		\$0
18000	Electrical-Allowance	\$1,138			\$1,138	0.00	0.00		0.00	\$1,138		\$0
12300	Casework	\$4,890,210	\$46,375	\$253,440	\$5,000,025	\$1,345,546	\$90,660		\$1,970,000	\$3,070,753		\$985
	<b>Total Divisions and General Conditions/Requirements</b>	<b>\$5,442,647</b>	<b>\$45,512</b>	<b>\$267,363</b>	<b>\$5,755,522</b>	<b>\$1,814,986</b>	<b>\$633,134</b>		<b>\$2,156,825</b>	<b>\$3,598,697</b>		<b>\$191,475</b>
99910	Fee	\$328,782			\$328,782	82,246.20	32,080.78		114,326.98	\$215,325		\$0
99912	P&P Bond	\$98,000			\$98,000	0.00	0.00		0.00	\$98,000		\$0
99913	Builder's Risk	\$30,500			\$30,500	0.00	0.00		0.00	\$30,500		\$0
99914	General Liability	\$69,000			\$69,000	0.00	0.00		0.00	\$69,000		\$0
99915	Subgrant	\$5,936,826	\$2,915	\$160	\$5,939,801	160.12	2,914.56		3,074.68	\$0		\$0
	<b>Total before Contingencies/Allowances/Exposure Hold</b>	<b>\$5,936,826</b>	<b>\$48,427</b>	<b>\$268,808</b>	<b>\$6,253,061</b>	<b>\$1,763,008</b>	<b>\$688,130</b>		<b>\$2,440,138</b>	<b>\$3,814,022</b>		<b>\$191,475</b>
	Import Fill-Allowance	\$45,512	-\$45,512		\$0	0.00	0.00		0.00	\$0		\$0
	Dewatering Allowance	\$59,258			\$59,258	0.00	0.00		0.00	\$59,258		\$0
	Glass & Glazing Allowance	\$75,000			\$75,000	0.00	0.00		0.00	\$75,000		\$0
	Slab Moisture Control Allowance	\$62,500			\$62,500	13,033.44	1,188.91		14,222.35	\$46,278		\$1,422
	Misc Specialties Allowance	\$46,802			\$46,802	0.00	0.00		0.00	\$46,802		\$0
	Walk-in Refrigerator Allowance	\$7,500			\$7,500	0.00	0.00		0.00	\$7,500		\$0
	Appendum #3 Allowance	\$12,500			\$12,500	0.00	0.00		0.00	\$12,500		\$0
	Contingency	\$174,221			\$174,221	13,033.44	1,188.91		14,222.35	\$174,221		\$0
	<b>Total Allowances/Contingencies</b>	<b>\$463,063</b>	<b>-\$45,512</b>	<b>\$0</b>	<b>\$417,551</b>	<b>13,033.44</b>	<b>1,188.91</b>		<b>14,222.35</b>	<b>\$423,358</b>		<b>\$1,422</b>
	<b>GRAND TOTALS</b>	<b>\$6,420,022</b>	<b>\$2,915</b>	<b>\$268,808</b>	<b>\$6,691,742</b>	<b>1,776,042.36</b>	<b>663,319.23</b>		<b>2,454,361.59</b>	<b>\$4,237,380</b>		<b>\$192,897</b>

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

RADIOLOGY

APPLICATION NO: 6

APPLICATION DATE: 4/30/2007

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	C Adjustments	C CHANGE ORDERS	C ADJUSTED VALUE	D WORK COMPLETE		F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % COMPLETE (G+C)	H BALANCE TO FINISH (excluding Retention) (C - G)	I RETAINAGE (IF VARIABLE RATE)	J RETAINAGE VALUE
						FROM PREVIOUS APPLICATIONS	THIS PERIOD						
1000	General Conditions	\$489,665			\$489,665	145,735.62	41,638.75		187,374.37	37.5%	\$312,291	0%	\$0
1001	General Requirements	\$252,772	\$0	\$0	\$252,772	23,405.00	10,846.50		34,251.50	13.8%	\$216,521	0%	\$0
	<b>Total General Conditions/Requirements</b>	<b>\$742,437</b>			<b>\$742,437</b>	<b>169,140.62</b>	<b>52,485.25</b>		<b>221,625.87</b>	<b>29.5%</b>	<b>\$530,811</b>	<b>0%</b>	<b>\$0</b>
02300	Earthwork	\$132,644	\$161,288		\$293,912	182,155.00	98,278.00		280,433.00	95.4%	\$13,479	10%	\$28,043
02300	Earthwork Allowance	\$69,490	-\$69,490		\$0		0.00		0.00	0.0%	\$69,490	10%	\$0
03310	Site & Building Concrete	\$485,520			\$485,520	290,520.00	165,000.00		455,520.00	93.8%	\$30,000	10%	\$45,552
04865	Masonry	\$77,380			\$77,380				0.00	0.0%	\$77,380	10%	\$0
05120	Structural Steel	\$274,627	\$42,635		\$317,262	122,751.80	52,934.10		175,685.90	55.4%	\$141,576	10%	\$17,569
06410	Structural Steel Allowance	\$65,279	-\$42,635		\$22,644				0.00	0.0%	\$12,844	10%	\$0
06410	Finish Carpentry/Casework	\$60,134			\$60,134				0.00	0.0%	\$60,134	10%	\$0
08810	Doors/Frames/Hardware (Supply)	\$101,399			\$101,399				0.00	0.0%	\$80,585	10%	\$0
08810	Doors/Frames/Hardware (Install)	\$33,218			\$33,218	20,814.00			20,814.00	20.5%	\$33,218	10%	\$0
09280	Drywall/Insulation/Fireproofing	\$29,328			\$29,328				0.00	0.0%	\$529,328	10%	\$0
09280	Drywall/Insulation/Fireproofing-Allowance	-\$2,900			-\$2,900				0.00	0.0%	-\$2,900	10%	\$0
09310	Ceramic Tile	\$47,035			\$47,035				0.00	0.0%	\$47,035	10%	\$0
09511	Acoustical Ceilings	\$62,460			\$62,460				0.00	0.0%	\$62,460	10%	\$0
09511	Acoustical Ceilings-Allowance	\$1,560			\$1,560				0.00	0.0%	\$1,560	10%	\$0
09650	Flooring	\$500			\$500				0.00	0.0%	\$500	10%	\$0
09650	Flooring-Allowance	\$54,181			\$54,181				0.00	0.0%	\$54,181	10%	\$0
09900	Painting	\$8,837			\$8,837				0.00	0.0%	\$8,837	10%	\$0
09900	Painting-Allowance	\$57,144			\$57,144	1,299.00	3,074.00		4,373.00	7.7%	\$62,771	10%	\$437
13915	Fire Protection	\$1,518			\$1,518				0.00	0.0%	\$1,518	10%	\$0
13915	Fire Protection-Allowance	\$168,148			\$168,148	36,350.00	0.00		36,350.00	21.6%	\$131,798	10%	\$3,635
15400	Plumbing	\$27,968			\$27,968				0.00	0.0%	\$27,968	10%	\$0
15400	Plumbing-Allowance	\$850,185			\$850,185	69,607.00	7,100.00		7,100.00	0.8%	\$843,085	10%	\$710
15700	HVAC	\$30,934			\$30,934				0.00	0.0%	\$434,977	10%	\$8,598
16000	Electrical	\$1,138			\$1,138				0.00	0.0%	\$1,138	10%	\$0
16000	Electrical-Allowance	\$3,700,320	\$91,778		\$3,792,098	\$702,863	\$373,550		\$1,076,233	0.0%	\$2,715,865	\$2	\$105,542
	<b>Total Divisions and General Conditions/Requirements</b>	<b>\$4,452,757</b>	<b>\$91,778</b>		<b>\$4,544,535</b>	<b>\$871,823</b>	<b>\$426,036</b>		<b>\$1,297,859</b>	<b>33.2%</b>	<b>\$3,246,676</b>	<b>0%</b>	<b>\$105,542</b>
99910	Fee	\$328,782			\$328,782	82,246.21	32,080.78		114,326.99	100.0%	\$230,287	0%	\$0
99912	P&P Bond	\$66,000			\$66,000	66,871.00	0.00		66,871.00	100.0%	\$0	0%	\$0
99913	Builder's Risk	\$30,500			\$30,500	32,097.00	0.00		32,097.00	100.0%	\$0	0%	\$0
99914	General Liability	\$69,000			\$69,000	72,041.00	0.00		72,041.00	100.0%	\$0	0%	\$0
99915	Subguard	\$174,221	-\$2,915		\$171,306	2,914.58	(2,914.56)		0.00	#DIV/0!	\$0	0%	\$0
	<b>Total before Contingencies/Allowances/Exposure Hold</b>	<b>\$4,947,039</b>	<b>\$88,863</b>		<b>\$5,035,902</b>	<b>\$1,129,983</b>	<b>\$455,202</b>		<b>1,585,184.76</b>	<b>31.3%</b>	<b>\$3,476,962</b>	<b>0%</b>	<b>\$105,542</b>
	Import Fill-Allowance	\$75,868	-\$75,868		\$0				0.00	0.0%	\$0	10%	\$0
	Dewatering Allowance	\$94,966	-\$15,910		\$79,056				0.00	0.0%	\$89,066	10%	\$0
	Roofing Allowance	\$59,258			\$59,258				0.00	0.0%	\$59,258	10%	\$0
	Glass & Glazing Allowance	\$75,000			\$75,000				0.00	0.0%	\$75,000	10%	\$0
	Slab Moisture Control Allowance	\$62,500			\$62,500				0.00	0.0%	\$62,500	10%	\$0
	Misc. Specialties Allowance	\$46,603			\$46,603				0.00	0.0%	\$46,603	10%	\$0
	Walk-in Refrigerator Allowance	\$7,500			\$7,500				0.00	0.0%	\$7,500	10%	\$0
	Auditorium #3 Allowance	\$174,221			\$174,221				0.00	0.0%	\$174,221	10%	\$0
	Contingency	\$598,416	-\$91,778		\$506,638		0.00		0.00	0.0%	\$506,638	10%	\$0
	<b>Total Allowances/Contingencies</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>#DIV/0!</b>	<b>\$0</b>	<b>10%</b>	<b>\$0</b>
	<b>Total Exposure Holds/Plugs</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>#DIV/0!</b>	<b>\$0</b>	<b>10%</b>	<b>\$0</b>
	<b>GRAND TOTALS</b>	<b>\$5,545,453</b>	<b>-\$2,915</b>		<b>\$5,542,538</b>	<b>\$1,129,983.19</b>	<b>\$455,201.57</b>		<b>\$1,585,184.76</b>	<b>28.47%</b>	<b>\$3,983,600</b>	<b>10%</b>	<b>\$105,542</b>

Act ID	Description	Orig Dur	Early Start	Early Finish	Percent Complete	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
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### RADIOLOGY BUILDING DEMOLITION / SITE GRADING

1485	CONTRACTOR BIDDING PERIOD	21	20SEP06 A	19OCT06 A	100												
1490	BID REVIEW/ CONTRACT AWARDS	15	19OCT06 A	17NOV06 A	100												
X-1500	DELAY - LATE PERMIT / LATE GRADE & DEMOLITION	44	07NOV06 A	11JAN07 A	100												
1495	NOTICE TO PROCEED	0	13DEC06 A		100												
1510	MOBILIZATION / TEMP FACILITIES	8	14DEC06 A	22DEC06 A	100												
1500	CITY ISSUE BUILDING PERMIT	0	12JAN07 A		100												
1505	SITE SURVEY FOR GRADING	1	12JAN07 A	12JAN07 A	100												
1515	SITE DEMOLITION / CLEARING	4	12JAN07 A	18JAN07 A	100												
1525	OVER EXCAVATE BLDG PAD	10	15JAN07 A	05FEB07 A	100												
1520	RELOCATE SITE UTILITIES	10	19JAN07 A	01FEB07 A	100												
1530	BACKFILL / FINISH GRADE BLDG PAD	6	05FEB07 A	12FEB07 A	100												

#### UNDERGROUND SITE UTILITIES

1585	INST NEW WATER LINES	12	05FEB07 A	07MAR07	100												
1575	INST STORM SEWER PIPING	15	27FEB07 A	19MAR07	100												
1580	INST SANITARY SEWER PIPING	15	27FEB07 A	19MAR07	100												
1590	INST NEW ELECTRICAL SERVICE	10	09MAR07 A	21MAR07	100												
1595	INST NEW PHONE SERVICE	10	09MAR07 A	21MAR07	100												
1570	UNDERGROUND UTILITY / FIRE LINE TRENCHING	7	12MAR07 A	15MAR07	100												

#### FOOTINGS

1650	LAYOUT / EXCAVATE FOOTINGS	4	16FEB07 A	02MAR07	100												
1655	FORM / EMBED/POUR FOOTINGS	7	05MAR07 A	13MAR07	100												
1670	FORM STEM WALLS FOR MASONRY	10	14MAR07 A	27MAR07	100												
1680	INST U'GRD PLUMBING ROUGH-INS - BEFORE DELAY	8	15MAR07 A	27MAR07	100												
1685	INST U'GRD ELEC ROUGH-INS - BEFORE DELAY	5	19MAR07 A	27MAR07	100												
1690	POUR STEM WALL FOR MASONRY	1	28MAR07 A	28MAR07	100												
X-1690	DELAY-BLDG INSPECTOR REJECT UG MATLS	10	28MAR07 A	02APR07 A	100												
1690	FINISH U'GRD MEP ROUGH-INS AFTER DELAY	3	03APR07 A	10APR07 A	100												

#### SLAB ON GRADE

X-1735	WEATHER ALLOWANCE - NOT USED	20	20MAR07 A	20MAR07	100												
1710	INST U'SLAB ELEC GROUNDING / ROUGH-INS	8	03APR07 A	17MAY07 A	100												
1700	ROCK / PREP SLAB ON GRADE	4	13APR07 A	18APR07 A	100												
1715	INST EMBEDS / PERIMETER BOLTS	5	16APR07 A	23MAY07 A	100												
1720	REBAR SLAB ON GRADE	4	16APR07 A	23APR07 A	100												

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**TURNER CONSTRUCTION**  
**NO. INYO CO. RADIOLOGY BLDG**

- █ Early bar
- █ Progress bar
- █ Critical bar
- █ Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point



Act ID	Description	Orig Dur	Early Start	Early Finish	Percent Complete	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1705	PERIMETER FORM SLAB ON GRADE	4	17APR07 A	24APR07 A	100												
1725	POUR SLAB ON GRADE #1	1	19APR07 A	19APR07 A	100												
1740	POUR SOG #2	1	25APR07 A	25APR07 A	100												
1730	CURE / STRIP SLAB ON GRADE	2	26APR07 A	30APR07 A	100												
<b>STRUCTURAL STEEL / METAL DECKING</b>																	
1775	STEEL MOBILIZATION / LAYDOWN	1	14MAY07 A	14MAY07 A	100												
1780	SAFETY FLAG - CRANE / STRUCT STEEL / DECKING	0	14MAY07 A	22MAY07 A	100												
1785	ERECT STRUCTURAL STEEL	7	14MAY07 A	22MAY07 A	100												
1795	ALIGN / BOLT / WELD STRUCTURAL STEEL	7	17MAY07 A	25MAY07 A	100												
1790	SPREAD / WEAL METAL DECKING	5	22MAY07 A	28MAY07 A	100												
<b>ROOFING / EXTERIOR CLOSE-IN</b>																	
1815	INST GUTTERS / ARCH SHEETMETAL 0.70%	4	19JUN07	22JUN07	0												
1880	ROOF CURBS	3	09JUL07	11JUL07	0												
1820	SAFETY FLAG - ROOFING	0	12JUL07		0												
1825	INST BUILT-UP ROOFING	10	12JUL07	25JUL07	0												
1830	INST ROOF HATCH	2	26JUL07	27JUL07	0												
1835	INST ARCH SHEETMETAL 70-100%	3	26JUL07	30JUL07	0												
1840	SAFETY FLAG - HEAVY LIFT (MECH EQUIP)	0	08AUG07	10AUG07	0												
1845	SET ROOF MECH EQUIPMENT	3	08AUG07	10AUG07	0												
1890	PLUMB HOOK-UPS TO EQUIP / CONDENSATE DRAINS	8	13AUG07	22AUG07	0												
1880	INST METAL SIDING AT PENTHOUSE ENCL SCREEN	10	13AUG07	24AUG07	0												
1885	INST ELECTRICAL HOOK-UPS TO EQUIP	5	20AUG07	24AUG07	0												
1865	EXTERIOR PAINTING AT ROOF	4	27AUG07	30AUG07	0												
1870	ROOF WORK COMPLETE	0		30AUG07	0												
<b>EXTERIOR CLOSE-IN / FINISHES</b>																	
1895	SAFETY FLAG - ERECT SCAFFOLDING	0	23MAY07 A		100												
1900	ERECT EXTERIOR SCAFFOLDING	3	23MAY07 A	28MAY07 A	100												
1905	EXTERIOR WALL FRAMING	14	30MAY07 A	18JUN07	10												
1910	INST EXTERIOR DRYWALL / LATHING	12	11JUN07	26JUN07	0												
1920	INST EXTERIOR H.M DOOR FRAMES/DOORS	3	13JUN07	15JUN07	0												
1915	INST EXTERIOR WINDOWS	3	11JUL07	13JUL07	0												
1925	EXTERIOR PLASTERING	10	16JUL07	27JUL07	0												
1930	INST EXTERIOR STUCCO STONE	14	30JUL07	16AUG07	0												
1935	INST STOREFRONT FRAMES / GLASS	7	30JUL07	07AUG07	0												
1940	REMOVE SCAFFOLDING	2	17AUG07	20AUG07	0												
1945	INST GLASS ENTRANCE DOORS	3	21AUG07	23AUG07	0												

**TURNER CONSTRUCTION**  
**NO. INYO CO. RADIOLOGY BLDG**

Early bar  
 Progress bar  
 Critical bar  
 Summary bar  
 Start milestone point  
 Finish milestone point

Act ID	Description	Orig Dur	Early Start	Early Finish	Percent Complete	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1960	EXTERIOR CAULKING	5	31AUG07	07SEP07	0												
1965	EXTERIOR PAINTING	4	20SEP07	25SEP07	0												
1980	INST EXTERIOR ELECTRICAL TRIM	3	20SEP07	24SEP07	0												
1970	EXTERIOR COMPLETE	0		25SEP07	0												
<b>SITE WORK / FINISHES</b>																	
2400	SITE CLEAN-UP / FINISH GRADE	4	21AUG07	24AUG07	0												
2405	FORM / PLACE EXTERIOR FLATWORK	8	10SEP07	18SEP07	0												
2410	GRADE / ROCK FOR A.C.	4	20SEP07	25SEP07	0												
2415	A.C. PAVING	2	26SEP07	27SEP07	0												
2420	STRIPE / BUMPER A.C. PAVING / PARKING SIGNS	5	28SEP07	04OCT07	0												
2425	CLEAN / PUNCH EXTERIOR & SITE	3	05OCT07	09OCT07	0												
2430	SITE WORK COMPLETE	0		09OCT07	0												
<b>MECHANICAL / ELECTRICAL ROUGH-INS</b>																	
X-2002	HVAC DESIGN ISSUES (PR-R9, PR-R11) DUCT CHANGES	18	24AFR07 A	21MAY07 A	100												
X-2003	HVAC COORDINATION DRAWINGS	10	23MAY07 A	11JUN07	20												
2000	INST FIRESPRINKLER ROUGH-INS	10	31MAY07	13JUN07	0												
X-2004	PLUMBING COORDINATION DRAWINGS	5	12JUN07	18JUN07	0												
X-2005	APPROVE COORDINATION DRAWINGS	5	19JUN07	25JUN07	0												
2005	INST HVAC DUCT ROUGH-INS	15	26JUN07	17JUL07	0												
2025	INST O'HEAD PLUMBING ROUGH-INS	8	03JUL07	13JUL07	0												
2035	INST O'HEAD ELEC / COMM / ALARM ROUGH-INS	8	03JUL07	13JUL07	0												
2010	INST MECH PIPING ROUGH-INS	12	06JUL07	23JUL07	0												
2015	INST HVAC CONTROL ROUGH-INS	8	11JUL07	20JUL07	0												
2040	INST PLUMBING ROUGH-INS AT WALLS	12	11JUL07	26JUL07	0												
2045	INST ELEC / COMM / ALARM RO-INS AT WALLS	15	11JUL07	31JUL07	0												
2020	INST HVAC DUCT / MECH PIPING INSULATION	10	16JUL07	27JUL07	0												
2030	INST ELECTRICAL PANELS / SWITCHGEAR	2	26JUL07	27JUL07	0												
2060	ELECTRICAL WIRE PULLING / PANEL MAKE-UP	30	01AUG07	12SEP07	0												
2055	INST ELEC PNL TRIM IN ELEC ROOM	5	06SEP07	12SEP07	0												
2060	PUNCH-OUT ELEC SYSTEM / POWER ELEC PANELS	4	13SEP07	18SEP07	0												
2065	PERMANENT POWER AVAILABLE	0		18SEP07	0												
<b>INSULATION / DRYWALL / PAINTING</b>																	
2100	INTERIOR WALL / CLG FRAMING	15	03JUL07	24JUL07	0												
2105	INST DOOR FRAMES	4	11JUL07	16JUL07	0												
2165	HANG DRYWALL - ONE SIDE	10	18JUL07	31JUL07	0												
2110	INST BLDG INSULATION	5	01AUG07	07AUG07	0												

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**TURNER CONSTRUCTION**  
**NO. INYO CO. RADIOLOGY BLDG**

Legend:  
 ■ Early bar  
 ■ Progress bar  
 ■ Critical bar  
 ■ Summary bar  
 ◆ Start milestone point  
 ◆ Finish milestone point

Act ID	Description	Orig Dur	Early Start	Early Finish	Percent Complete	2007																	
						JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC						
2115	INST RF SHIELDING	6	09AUG07	10AUG07	0																		
2120	HANG DRYWALL - 2ND SIDE	12	09AUG07	23AUG07	0																		
2125	TAPING / FINISHING	15	13AUG07	31AUG07	0																		
2130	CAULK DRYWALL PENETRATIONS	4	29AUG07	04SEP07	0																		
2135	INST ROOF LADDER	2	29AUG07	30AUG07	0																		
2140	INTERIOR PAINTING - PRIME / 1ST COAT	10	31AUG07	14SEP07	0																		
2145	INST CERAMIC TILE	16	06SEP07	27SEP07	0																		
2150	INT PAINTING - FINISH COAT / WALLCOVERING	6	08OCT07	15OCT07	0																		
<b>ACOUSTIC CEILING / MECH &amp; ELEC TRIM</b>																							
2170	INST SUSPENDED CLG GRID	8	10SEP07	19SEP07	0																		
2160	INSTALL DATA COMMUNICATIONS RACEWAYS	10	12SEP07	25SEP07	0																		
2175	INST CLG FIRESPRINKLER TRIM	7	12SEP07	20SEP07	0																		
2180	INST HVAC DROPS / GRILLES	8	12SEP07	21SEP07	0																		
2185	INST CLG ELEC LIGHT FIXTURES	10	12SEP07	25SEP07	0																		
2190	INST CLG ELEC COMM / ALARM TRIM	7	17SEP07	25SEP07	0																		
2195	INST ACOUSTIC CEILING TILE	7	20SEP07	28SEP07	0																		
2200	INST PATIENT PRIVACY CURTAIN TRACKS	5	25SEP07	01OCT07	0																		
<b>CABINETS / DOORS / FLOOR COVERINGS</b>																							
2230	HVAC SYSTEM COMMISSIONING	4	19SEP07	24SEP07	0																		
2235	INST CASEWORK / TOPS	12	25SEP07	10OCT07	0																		
2280	INST / HOOK-UP IMAGING EQUIPMENT	25	25SEP07	29OCT07	0																		
2325	SPACE SAVER FILE SYSTEM	10	25SEP07	09OCT07	0																		
2240	INST MILLWORK / WOOD TRIM	7	01OCT07	09OCT07	0																		
2245	INST RESILIENT FLOORING / BASE	9	10OCT07	22OCT07	0																		
2280	INST PLUMBING EQUIP & FIXTURES / TRIM	10	12OCT07	25OCT07	0																		
2295	INST SURFACE ELECTRICAL TRIM	12	15OCT07	30OCT07	0																		
2290	INST CARPET / BASE	4	18OCT07	29OCT07	0																		
2265	INST DOORS / FINISH HARDWARE	7	18OCT07	29OCT07	0																		
2285	INST MISC ARCH FIXTURES / TRIM	4	22OCT07	25OCT07	0																		
2265	INST TACK / MARKER / SPECIALTY BOARDS	5	23OCT07	29OCT07	0																		
2270	INST CORNER GUARDS	5	23OCT07	29OCT07	0																		
2275	INST LOCKERS	3	23OCT07	25OCT07	0																		
2310	INST TOILET ACCESSORIES	5	24OCT07	30OCT07	0																		
2260	INST INTERIOR GLAZING	4	25OCT07	30OCT07	0																		
2315	INST RESTROOM / DRESSING MIRRORS	3	28OCT07	30OCT07	0																		
2320	INST CABINETS / FIRE EXTINGUISHERS	2	28OCT07	29OCT07	0																		

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**TURNER CONSTRUCTION**  
**NO. INVO CO. RADIOLOGY BLDG**

Early bar  
 Progress bar  
 Critical bar  
 Summary bar  
 Start milestone point  
 Finish milestone point

Act ID	Description	Orig Dur	Early Start	Early Finish	Percent Complete	2007											
						JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2300	INST KITCHEN APPLIANCES	2	29OCT07	30OCT07	0												
2305	INST INTERIOR SIGNAGE	2	29OCT07	30OCT07	0												
<b>TESTING / CLEANING / PUNCH-OUT</b>																	
2345	FINAL CLEANING	3	31OCT07	02NOV07	0												
2350	INST WINDOW BLINDS	5	05NOV07	09NOV07	0												
2355	INSPECTIONS	2	05NOV07	08NOV07	0												
2360	PUNCH LIST CORRECTIONS	10	05NOV07	16NOV07	0												
2365	HVAC SYSTEM BALANCING	5	05NOV07	09NOV07	0												
2370	SUBSTANTIAL COMPLETION	0		12NOV07	0												
<b>OWNER MOVE-IN</b>																	
2390	BEGIN OWNER FURNITURE MOVE-IN	0	05NOV07 A		100												
<b>ADMINISTRATION</b>																	
<b>SHOP DWGS / PROCUREMENT</b>																	
470	PREP ACOUSTIC CLG MTL SUBMITTAL	70	21NOV06 A	05JUN07	95												
185	PREP STRUCTURAL STEEL SHOP DWGS	20	28NOV06 A	11JAN07 A	100												
200	PREP MISC IRON EMBED SHOP DWGS	10	28NOV06 A	11JAN07 A	100												
215	PREP ROOF LADDER SHOP DWGS	40	28NOV06 A	11JAN07 A	100												
365	PREP ROOF HATCH SUBMITTALS	60	28NOV06 A	12APR07 A	100												
855	PREP ELECTRICAL RO-IN MTL SUBMITTAL	40	05DEC06 A	26JAN07 A	100												
870	PREP ELEC PANELS/SWITCHGEAR SUBMITTAL	40	05DEC06 A	26JAN07 A	100												
885	PREP ELEC FIXTURES/TRIM SUBMITTAL	40	05DEC06 A	26JAN07 A	100												
930	PREP INTERCOM SYSTEM MTL SUBMITTAL	60	05DEC06 A	07JUN07	90												
945	PREP FIRE ALARM SYSTEM MTL SUBMITTAL	60	05DEC06 A	02APR07 A	100												
100	PREP A.C. PAVING MTL SUBMITTAL	60	07DEC06 A	07JUN07	90												
160	PREP CONC MIX DESIGN SUBMITTAL	30	12DEC06 A	28DEC06 A	100												
165	APPROVE CONC MIX DESIGN	10	12DEC06 A	08FEB07 A	100												
170	PREP FOUNDATION REBAR SHOP DWGS	25	12DEC06 A	28DEC06 A	100												
290	PREP WOOD DOOR SUBMITTALS	70	20DEC06 A	01MAY07 A	100												
305	PREP BUILDING INSULATION MTL SUBMITTALS	60	20DEC06 A	28FEB07 A	100												
350	PREP CAULKING MTL SUBMITTAL	60	20DEC06 A	01FEB07 A	100												
380	PREP H.M. FRAME/DOOR SHOP DWGS	60	20DEC06 A	13FEB07 A	100												
395	PREP FINISH HARDWARE SUBMITTALS	60	20DEC06 A	13FEB07 A	100												
410	PREP STOREFRONT SHOP DWGS	45	20DEC06 A	08MAY07 A	100												
440	PREP DRYWALL SYSTEM MTL SUBMITTAL	60	20DEC06 A	28FEB07 A	100												
455	PREP CEMENT PLASTER SYSTEM MTL SUBMITTALS	60	20DEC06 A	28FEB07 A	100												

Start date 18SEPT06  
 Finish date 16NOV07  
 Data date 31MAY07  
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**TURNER CONSTRUCTION**  
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Act ID	Description	Orig Dur	Early Start	Early Finish	Percent Complete	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
770	PREP FIRESPRINKLER SYSTEM SHOP DWGS	40	20DEC06 A	09APR07 A	100												
175	APPROVE FOUNDATION REBAR	15	28DEC06 A	16FEB07 A	100												
280	PREP CASEWORK/ROOF SHOP DWGS	70	28DEC06 A	07JUN07	92												
275	PREP MILLWORK SHOP DWGS	70	28DEC06 A	07JUN07	92												
145	PREP UTILITY PIPING SUBMITTAL	10	29DEC06 A	18MAY07 A	100												
710	PREP PLUMBING RO-IN MTL SUBMITTAL	35	29DEC06 A	28MAR07	100												
725	PREP MECH INSULATION MTL SUBMITTAL	35	29DEC06 A	27MAR07	100												
740	PREP PLUMBING FIX/TRIM SUBMITTAL	35	29DEC06 A	28JAN07 A	100												
755	PREP PLUMBING EQUIP SUBMITTAL	35	29DEC06 A	28JAN07 A	100												
785	PREP HVAC DUCTWORK SHOP DWGS	40	02JAN07 A	13FEB07 A	100												
800	PREP HVAC EQUIP / FAN SUBMITTAL	40	02JAN07 A	13FEB07 A	100												
815	PREP DUCT ACCESSORY / INSUL SUBMITTAL	40	02JAN07 A	13FEB07 A	100												
830	PREP HVAC CONTROL SYS MTL SUBMITTAL	40	02JAN07 A	13MAR07	100												
845	PREP TESTING / BALANCING PLAN	40	02JAN07 A	27MAR07	100												
660	PREP RESILIENT FLOORING MTL SUBMITTAL	90	22JAN07 A	06MAR07	100												
665	PREP CARPET MTL SUBMITTAL	90	22JAN07 A	06MAR07	100												
190	APPROVE STRUCTURAL STEEL	15	31JAN07 A	07FEB07 A	100												
205	APPROVE MISC IRON EMBEDS	15	31JAN07 A	07FEB07 A	100												
220	APPROVE ROOF LADDERS	15	31JAN07 A	07FEB07 A	100												
500	PREP CERAMIC TILE MTL SUBMITTALS	40	01FEB07 A	03APR07 A	100												
230	PREP STUCCO STONE MTL SUBMITTALS	40	05FEB07 A	06JUN07	90												
425	PREP GLASS ENTRANCE DOOR SHOP DWGS	30	07FEB07 A	28APR07 A	100												
860	APPROVE ELECTRICAL RO-IN MTL'S	15	07FEB07 A	20FEB07 A	100												
875	APPROVE ELEC PANELS/SWITCHGEAR	15	07FEB07 A	20FEB07 A	100												
880	APPROVE ELEC FIXTURES/TRIM	15	07FEB07 A	14MAY07 A	100												
385	APPROVE H.M. FRAMES/DOORS	15	14FEB07 A	18MAR07	100												
195	FAB/DELIV STRUCTURAL STEEL	50	16FEB07 A	11MAY07 A	100												
210	FAB/DELIV MISC IRON EMBEDS	5	16FEB07 A	01MAR07	100												
225	FAB/DELIV ROOF LADDERS	30	16FEB07 A	18MAR07	100												
180	FAB/DELIV FOUNDATION REBAR	9	19FEB07 A	21FEB07 A	100												
865	PROCURE ELECTRICAL RO-IN MTL'S	5	21FEB07 A	28FEB07 A	100												
890	PROCURE ELEC PANELS/SWITCHGEAR	35	21FEB07 A	23APR07 A	100												
400	APPROVE FINISH HARDWARE	15	22FEB07 A	10APR07 A	100												
805	APPROVE HVAC EQUIP/FANS	15	27FEB07 A	18MAY07 A	100												
820	APPROVE DUCT ACCESSORIES/INSUL	15	27FEB07 A	01JUN07	90												
495	PREP PAINTING / WALLCOVERING MTL SUBMITTALS	40	01MAR07 A	21MAY07 A	100												

**TURNER CONSTRUCTION**  
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 Delta date 31MAY07  
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Act ID	Description	Orig Dur	Early Start	Early Finish	Percent Complete	2007											
						JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
310	APPROVE BUILDING INSULATION MTL\$	15	06MAR07 A	20MAR07	100												
355	APPROVE CAULKING MTL\$	15	06MAR07 A	20MAR07	100												
445	APPROVE DRYWALL SYSTEM MTL\$	15	06MAR07 A	20MAR07	100												
460	APPROVE CEMENT PLASTER SYSTEM MTL\$	15	06MAR07 A	20MAR07	100												
300	PROCURE WOOD DOORS	30	19MAR07 A	06JUL07	30												
390	FAB/DELIV H.M. FRAMES/DOORS	25	19MAR07 A	04MAY07 A	100												
655	APPROVE RESILIENT FLOORING MTL\$	15	19MAR07 A	03APR07 A	100												
670	APPROVE CARPET MTL\$	15	19MAR07 A	03APR07 A	100												
315	PROCURE BUILDING INSULATION MTL\$	20	27MAR07 A	27APR07 A	100												
360	PROCURE CAULKING MTL\$	10	27MAR07 A	27APR07 A	100												
450	PROCURE DRYWALL SYSTEM MTL\$	10	27MAR07 A	27APR07 A	100												
465	PROCURE CEMENT PLASTER SYSTEM MTL\$	10	27MAR07 A	27APR07 A	100												
715	APPROVE PLUMBING RO-IN MTL\$	15	27MAR07 A	10APR07 A	100												
730	APPROVE MECHANICAL INSULATION MTL\$	15	28MAR07 A	10APR07 A	100												
850	APPROVE TESTING/BALANCING PLAN	15	28MAR07 A	10APR07 A	100												
320	PREP BUILT-UP ROOFING SUBMITTALS	30	02APR07 A	10MAY07 A	100												
835	APPROVE HVAC CONTROL SYS MTL\$	15	02APR07 A	06JUN07	70												
660	PROCURE RESILIENT FLOORING MTL\$	20	04APR07 A	04MAY07 A	100												
675	PROCURE CARPET MTL\$	40	04APR07 A	11JUN07	80												
370	APPROVE ROOF HATCHES	15	13APR07 A	24APR07 A	100												
720	PROCURE PLUMBING RO-IN MTL\$	9	13APR07 A	27APR07 A	100												
735	PROCURE MECHANICAL INSULATION MTL\$	10	13APR07 A	27APR07 A	100												
505	APPROVE CERAMIC TILE MTL\$	15	16APR07 A	05JUN07	75												
405	PROCURE FINISH HARDWARE	50	17APR07 A	27JUN07	60												
375	PROCURE ROOF HATCHES	30	24APR07 A	15MAY07 A	100												
775	APPROVE FRESPRINKLER SYSTEM	15	26APR07 A	18MAY07 A	100												
780	FAB/DELIV FRESPRINKLER PIPING	10	30APR07 A	14MAY07 A	100												
795	FAB/DELIV HVAC DUCTWORK	15	01MAY07 A	19JUN07	30												
960	APPROVE FIRE ALARM SYSTEM MTL\$	15	04MAY07 A	14MAY07 A	100												
295	APPROVE WOOD DOORS	15	08MAY07 A	06JUN07	65												
430	APPROVE GLASS ENTRANCE DOORS	15	10MAY07 A	18MAY07 A	100												
965	PROCURE FIRE ALARM SYSTEM MTL\$	30	14MAY07 A	15JUN07	60												
415	APPROVE STOREFRONT/GLAZING	15	15MAY07 A	10JUL07	80												
895	PROCURE ELEC FIXTURES/TRIM	40	15MAY07 A	04AUG07	30												
325	APPROVE BUILT-UP ROOFING	15	16MAY07 A	31MAY07 A	100												
190	APPROVE UTILITY PIPING	15	17MAY07 A	04JUN07	80												

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Act ID	Description	Orig Dur	Early Start	Early Finish	Percent Complete	2007																	
						JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC						
746	APPROVE PLUMBING FIXTRIM	15	17MAY07 A	04JUN07	80																		
760	APPROVE PLUMBING EQUIPMENT	15	17MAY07 A	04JUN07	80																		
436	FABDELIV/GLASS ENTRANCE DOORS	40	18MAY07 A	12JUL07	25																		
790	APPROVE HVAC DUCTWORK	15	18MAY07 A	04JUN07	80																		
810	PROCURE HVAC EQUIP / FANS	60	21MAY07 A	07AUG07	20																		
900	PROCURE HVAC ROOF CURBS	35	21MAY07 A	06JUL07	25																		
490	APPROVE PAINTING / WALLCOVERING MTL\$	15	30MAY07 A	18JUN07	15																		
330	PROCURE BUILT-UP ROOFING	5	31MAY07	08JUN07	0																		
515	PREP FIRE EXTING/CABINET SUBMITTAL	30	31MAY07 A	03JUL07	20																		
530	PREP MIRROR SUBMITTALS	30	31MAY07 A	03JUL07	20																		
545	PREP SIGNAGE SUBMITTALS	30	31MAY07 A	03JUL07	20																		
560	PREP TACK / MARKER BOARD SUBMITTALS	30	31MAY07 A	03JUL07	20																		
590	PREP LOCKER SUBMITTALS	30	31MAY07 A	03JUL07	20																		
605	PREP TOILET ACCESSORY SUBMITTAL	30	31MAY07 A	03JUL07	20																		
620	PREP VERTICAL BLIND SUBMITTALS	30	31MAY07 A	03JUL07	20																		
635	PREP CORNER GUARD SUBMITTAL	30	31MAY07 A	03JUL07	20																		
680	PREP PATIENT PRIVACY CURTAIN / TRACK	30	31MAY07 A	03JUL07	20																		
825	PROCURE DUCT ACCESSORIES / INSUL	5	04JUN07	08JUN07	0																		
155	PROCURE UTILITY PIPING	5	05JUN07	11JUN07	0																		
420	FABDELIV STOREFRONT/GLAZING	25	05JUN07	10JUL07	0																		
750	PROCURE PLUMBING FIXTRIM	15	05JUN07	25JUN07	0																		
765	PROCURE PLUMBING EQUIPMENT	20	05JUN07	02JUL07	0																		
235	APPROVE STUCCO STONE	15	08JUN07	28JUN07	0																		
475	APPROVE ACOUSTIC CLG SYSTEM MTL\$	15	08JUN07	28JUN07	0																		
510	PROCURE CERAMIC TILE MTL\$	30	08JUN07	18JUL07	0																		
640	PROCURE HVAC CONTROL SYS MTL\$	10	07JUN07	20JUN07	0																		
105	APPROVE A.C. PAVING MTL	15	08JUN07	28JUN07	0																		
265	APPROVE CASEWORKTOPS	15	08JUN07	28JUN07	0																		
280	APPROVE MILLWORK	15	08JUN07	28JUN07	0																		
935	APPROVE INTERCOM SYSTEM MTL\$	15	08JUN07	28JUN07	0																		
495	APPROVE PAINTING / WALLCOVERING MTL\$	30	19JUN07	31JUL07	0																		
240	PROCURE STUCCO STONE MTL\$	20	27JUN07	25JUL07	0																		
480	PROCURE ACOUSTIC CLG MTL\$	20	27JUN07	25JUL07	0																		
270	FABDELIV CASEWORKTOPS	40	28JUN07	24AUG07	0																		
285	FABDELIV MILLWORK	40	28JUN07	24AUG07	0																		
940	PROCURE INTERCOM SYSTEM MTL\$	30	28JUN07	10AUG07	0																		







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						JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC											
520	APPROVE FIRE EXTINGUISHERS/CABINETS	15	05JUL07	25JUL07	0																							
535	APPROVE MIRRORS	15	05JUL07	25JUL07	0																							
550	APPROVE SIGNAGE	15	05JUL07	25JUL07	0																							
555	APPROVE TACK/MARKER BOARDS	15	05JUL07	25JUL07	0																							
565	APPROVE LOCKERS	15	05JUL07	25JUL07	0																							
610	APPROVE TOILET ACCESSORIES	15	05JUL07	25JUL07	0																							
625	APPROVE VERTICAL BLINDS	15	05JUL07	25JUL07	0																							
640	APPROVE CORNER GUARDS	15	05JUL07	25JUL07	0																							
665	APPROVE PATIENT PRIVACY CURTAINS	15	05JUL07	25JUL07	0																							
625	PROCURE FIRE EXTINGUISHERS / CABINETS	20	26JUL07	22AUG07	0																							
540	PROCURE MIRRORS	40	26JUL07	20SEP07	0																							
555	PROCURE SIGNAGE	20	26JUL07	22AUG07	0																							
570	PROCURE TACK/MARKER BOARDS	30	26JUL07	06SEP07	0																							
600	FAB / DELIV/ LOCKERS	40	26JUL07	20SEP07	0																							
615	PROCURE TOILET ACCESSORIES	30	26JUL07	06SEP07	0																							
630	PROCURE VERTICAL BLINDS	30	26JUL07	06SEP07	0																							
645	PROCURE CORNER GUARDS	30	26JUL07	06SEP07	0																							
690	PROCURE PATIENT PRIVACY CURTAIN MTLIS	30	26JUL07	06SEP07	0																							

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**Unemployment  
Insurance  
Division**

May 16, 2007

Gayla Blua  
Director of Human Resources  
Northern Inyo Hospital  
150 Pioneer Lane  
Bishop, CA 93514

Dear Ms. Blua:

We recently completed our quarterly review of the member accounts of the California Association of Hospitals and Health Systems (CAHHS) Joint Unemployment Insurance Program in order to determine the contribution required under the formula and guidelines established by our actuary. We are pleased to inform you that a **reduction** in contribution for your account has been approved for the second quarter of 2007.

Thanks to your ongoing quarterly contributions, your trust fund reserve account balance is sufficient to cover anticipated charges and your proportionate share of the group protection against catastrophic losses. Therefore, your contribution for the second quarter, 2007 will be lowered from \$4,480 to \$2,724. As always, an invoice will be sent under separate cover.

We will continue to monitor your account on a quarterly basis and advise you as to any future changes in your quarterly contribution requirements to the Program.

Please call our Director of UI Services, Cheryl Marino, or me if you have any questions regarding your contribution or if you would like to discuss any aspect of unemployment insurance.

Sincerely,

Charles O. Howarth,  
Senior Vice President

COH/jv

cc: Chief Financial Officer

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**May 21, 2007**

**Mr. John Halfen  
Northern Inyo Hospital Administrator  
150 Pioneer Lane  
Bishop, CA. 93514**

**Dear Mr. Halfen:**

**The intent of this letter is to commend an outstanding employee of Northern Inyo Hospital's Physical Therapy Department, Mr. Michael Gable.**

**As a professional myself who has worked in a supervisory capacity countless times throughout the years, I have had the opportunity to observe and experience the high standard of professionalism Michael Gable demonstrates in every facet of his role as a physical therapist for Northern Inyo Hospital.**

**My observations are a result of attending physical therapy sessions over the last three months, with Mr. Gable serving as my physical therapist. Mr. Gable sustains a consistent on-time scheduling. Since three patients always share an adjacent draped-off area, I unintentionally listen to the ongoing conversations between Mr. Gable and his other patients. He always demonstrates great respect for each human being whom crosses the threshold of his department: constantly extending a sincere, warm, caring sense of concern.**

**His intelligent form of questioning techniques are nothing less than impressive, and reflect an innate ability to accurately identify and diagnose each patient's medical condition, and the symptoms which contribute to the pain they are enduring. Mr. Gable's quiet, gentle, reticent nature enables him to listen both mentally and physically, providing him with the necessary insight required to address his patients' therapeutic needs.**

**Mr. Gable, through careful observation, quickly establishes the necessary parameters for dealing effectively with each patient. He quickly recognizes the distinct behaviors of each patient, so that he can provide the guidance needed in order to meet his professional, therapeutic goals customly designed for them.**

**Michael Gable's educational training and credentials speak for themselves. Through my personal observations, I have observed a high degree of willingness to engage himself as a team player by demonstrating a flexible nature, a constant supportive attitude toward the other employees in his department,**

and a constant friendly nature.

It is with great pleasure to write a totally unsolicited statement of recommendation for such an outstanding individual, who exercises an attitude of profound professionalism marked by significant intellectual depth, and a sense of humble compassion.

If Michael Gable ever decides to leave this area for professional or personal reasons, Northern Inyo Hospital will suffer a great loss, as well as the patients whom are fortunate enough to be treated by him.

Sincerely Yours,

*Mrs. Ann Norberg*

**Mrs. Ann D. Norberg**

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# Legislative UPDATE



May 11, 2007

LATEST NEWS ON KEY BILLS IN THE STATE LEGISLATURE

## Health Advocacy Update

CHA is tracking the following key health-related bills this legislative session. Additional bills will be added to this list as they are analyzed. For a complete list of bills CHA is tracking, visit the CHA website at [www.calhospital.org](http://www.calhospital.org), under CHA Interactive, then "Alerts & Legislation."

Bill No.	Author	Summary/Title	Location/Action	CHA Position	Staff Contact
<b>Coronary Intervention Pilot Program</b>					
<b>SB 891</b>	Correa (D-Anaheim)	Would establish the Elective Percutaneous Coronary Intervention Pilot Program in the Department of Public Health, which would authorize certain eligible acute-care hospitals that meet specified requirements and are licensed to provide cardiac catheterization laboratory services to perform elective and scheduled primary percutaneous coronary intervention.	Two-year bill.	CHA-Sponsored	Dorel Harms/ Connie Delgado Alvarez
<b>Emergency Services</b>					
<b>AB 113</b>	Beall (D-San Jose)	Would authorize a county board of supervisors to designate a hospital as an essential community facility using a local committee and public hearing process. Designated hospitals would be required to obtain a performance bond that would be forfeited to the county if the hospital does not provide at least 180 days notice of closure or decrease of emergency services regardless of the circumstances. Every hospital could be designated an essential community facility and be subject to these additional requirements.	Held in Assembly Appropriations Committee May 2. On Suspend File.	Oppose	Debby Rogers/ Connie Delgado Alvarez
<b>Health Coverage</b>					
<b>AB 8</b>	Núñez (D-Los Angeles)	Would create the California Cooperative Health Insurance Purchasing Program (Cal-CHIPP), a purchasing pool; would require employers to spend yet-to-be-determined amounts on health care expenditures for their employees and dependents or pay a yet-to-be-determined fee to Cal-CHIPP; with some exceptions, would require employees of businesses electing to pay the fee to enroll themselves and their dependents in Cal-CHIPP; would require employers to set up pretax Section 125 accounts for employees; would expand Medi-Cal and Healthy Families; would enact health coverage market reforms.	To be heard in Assembly Appropriations Committee.	Follow (Support Approach)	Doug Hitchcock/ Martin Gallegos
<b>SB 48</b>	Perata (D-Oakland)	Would create the Health Care Connector, a purchasing pool for eligible employees; would require employers to make yet-to-be determined amounts on health care expenditures for their employees and dependents or pay a yet-to-be determined fee to the Connector; with limited exceptions for individuals with low incomes, would require employed individuals to maintain a minimum policy of health care coverage for themselves and their dependents; would expand Medi-Cal and Healthy Families; would enact health coverage market reforms.	To be heard in Senate Appropriations Committee May 21.	Follow (Support Approach)	Doug Hitchcock/ Martin Gallegos
<b>SB 236</b>	Runner (R-Lancaster)	Would state the Legislature's intent to enact the Cal CARE program to improve access to health care services.	To be heard in Senate Rules Committee.	Follow	Doug Hitchcock/ Martin Gallegos
<b>SB 840</b>	Kuehl (D-Santa Monica)	Would establish the California Universal Healthcare System to be administered by the newly created California Universal Healthcare Agency under the control of a universal health care commissioner; would make all California residents eligible for specified health care benefits under the California Universal Healthcare System, which would, on a single-payer basis, negotiate or set fees for health care services provided through the system, and pay claims for those services.	To be heard in Senate Appropriations Committee May 14.	Oppose	Doug Hitchcock/ Martin Gallegos

Bill No.	Author	Summary/Title	Location/Action	CHA Position	Staff Contact
<b>Homeless Patients and Supportive Services</b>					
<b>SB 275</b>	Cedillo (D-Los Angeles)	As amended May 2, would prohibit general acute-care, acute psychiatric or special hospitals from transporting patients to a location other than the patients' residence without the patients' clearly and explicitly manifested consent, knowingly and intelligently given without duress or coercion. A violation would result in penalties of up to \$10,000 for the facility.	To be heard in Senate Appropriations Committee May 14.	Oppose	Peggy Broussard Wheeler/Barbara Glaser
<b>Managed Care</b>					
<b>AB 1203</b>	Salas (D-Chula Vista)	Would require general acute-care hospitals that cancel their contract with a health care service plan as a result of their acquisition by another person or entity to orally notify the plan within three days of the number of enrollees who are patients of the hospital; would prohibit hospitals that violate this requirement from charging the plan more than the contracted rate for the care of enrollees.	Two-year bill.	Oppose	Dietmar Grellmann/ David van der Griff
<b>Medi-Cal</b>					
<b>AB 237</b>	Strickland (R-Moorpark)	Would increase the annual appropriation from the General Fund and Federal Trust Fund to the Medical Providers Interim Payment Fund to pay providers of Medi-Cal services, providers of drug treatment services for people infected with HIV and providers of services for the developmentally disabled.	Held in Assembly Appropriations Committee March 28. On Suspense File.	Support	Dietmar Grellmann/ Barbara Glaser
<b>AB 381</b>	Galgiani (D-Stockton)	Would allow hospitals to continue the current carve out to use a Medi-Cal beneficiary's Social Security number, when necessary, to check on an individual's eligibility for Medi-Cal.	Passed Assembly floor on Consent April 26.	CHA-Sponsored	Dietmar Grellmann/ Barbara Glaser
<b>AB 661</b>	Berg (D-Eureka)	Would require that Critical Access Hospitals be reimbursed based on allowable Medi-Cal costs for rendering certain outpatient services.	Held in Assembly Appropriations Committee April 18. On Suspense File.	CHA-Sponsored	Peggy Broussard Wheeler/ Barbara Glaser
<b>AB 1149</b>	Beall (D-San Jose)	Would apply supplemental reimbursement provisions to new capital projects funded by new debt for which final plans have been submitted to OSA and OSHPD after Jan. 1, 2007, and prior to Dec. 31, 2011; would extend the same supplemental reimbursement provisions to capital projects of trauma centers submitted to OSA and OSHPD.	Held in Assembly Appropriations Committee April 25. On Suspense File.	Follow	Dietmar Grellmann/ Barbara Glaser
<b>Mental Health</b>					
<b>SB 916</b>	Yee (D-San Francisco)	Would allow licensed acute psychiatric hospitals or general acute-care hospitals that have psychiatric inpatient units to detain individuals who are a danger to themselves or others, or gravely disabled, for up to eight hours if the hospitals lack current capacity or capability to provide appropriate mental health treatment to such individuals. The purpose of the eight-hour hold is to give these hospitals time to find appropriate or available facilities to treat these individuals.	Passed Senate Judiciary Committee May 8.	CHA-Sponsored	Sheree Kruckenberg/ David van der Griff
<b>Not-For-Profit Hospitals</b>					
<b>SB 894</b>	Ducheny (D-San Diego)	Would authorize the attorney general to withhold consent to a health facility agreement or transaction if the seller has failed or refused to market the transaction aggressively in an attempt to generate multiple bidders and maximum value, or has failed to consider all competing offers; would also authorize the attorney general to withhold consent to a health facility agreement or transaction if the seller fails to set aside a portion of the net sales proceeds for the benefit of the affected community.	Passed Senate Judiciary Committee May 8.	Oppose	Doug Hitchcock/ Martin Gallegos
<b>Nursing Education</b>					
<b>SB 139</b>	Scott (D-Pasadena)	Would make RNs employed in state-operated 24-hour facilities ineligible to enter into an agreement for loan assumption under the state Nursing Assumption Program of Loans for Education; would establish a health care workforce clearinghouse under OSHPD.	To be heard in Senate Appropriations Committee May 14.	Support	Dorel Harms/ Connie Delgado Alvarez



Bill No.	Author	Summary/Title	Location/Action	CHA Position	Staff Contact
<b>Patient Privacy/Consent</b>					
<b>AB 436</b>	Salas (D-Chula Vista)	Would prohibit any entity subject to HIPAA from disclosing patients' medical information without first receiving the patients' written authorization.	Two-year bill.	Oppose	Lois Richardson/ Barbara Glaser
<b>Patient Safety</b>					
<b>SB 743</b>	Kuehl (D-Santa Monica)	Gutted and amended May 2 to require every hospital by Jan. 1, 2009, to conduct an assessment of their processes for detecting, reporting and remediating preventable medical errors, and to prepare and update at least every two years a plan for reducing the prevalence of these errors.	Passed Senate Health Committee May 9.	Oppose	Dorel Harms/ Connie Delgado Alvarez
<b>Seismic Safety</b>					
<b>SB 306</b>	Ducheny (D-San Diego)	Would state the Legislature's intent to enact legislation that would establish a financing mechanism to provide financial assistance to health facility buildings classified as Non-Conforming Structural Performance Category 1 buildings.	To be heard in Senate Appropriations Committee May 14.	Support	Roger Richter/ Kathryn Scott
<b>SB 211</b>	Cox (R-Fair Oaks)	As currently written, would allow for postponement of application fees for projects that result from damage due to a disaster; actually a vehicle for the Schwarzenegger administration if it needs a bill to implement OSHPD reform of the project review process.	To be heard in Assembly Rules Committee.	Support	Roger Richter/ Kathryn Scott
<b>Skilled-Nursing Facilities</b>					
<b>AB 398</b>	Feuer (D-Los Angeles)	Would require CDHS to establish and maintain a consumer information service system regarding long-term health care facilities; would require each skilled-nursing and intermediate-care facility to post its profile in the system.	Held in Assembly Appropriations Committee May 2. On Suspense File.	Follow	Pat Blaisdell/ Barbara Glaser
<b>Workforce Issues</b>					
<b>AB 371</b>	Huffman (D-San Rafael)	Would require every general acute-care hospital that applies to the Health Facilities Financing Authority, or any other public entity, for financing from tax-exempt bonds to provide a copy of the hospital's injury and illness prevention program; would require hospitals to adopt a zero lift policy.	Held in Assembly Appropriations Committee May 9. On Suspense File.	Oppose	Gail Blanchard-Saiger/ Connie Delgado Alvarez
<b>AB 520</b>	Brownley (D-Santa Monica)	Would require general acute-care, acute psychiatric or special hospitals to adopt, and annually review, a plan or procedure for determining the staffing of professional and technical classifications — plan or procedure would not apply to the staffing of nursing personnel; would authorize the state public health officer to levy administrative penalties against health facilities for a violation of staffing provisions.	Held in Assembly Appropriations Committee April 25. On Suspense File.	Oppose	Gail Blanchard-Saiger/ Connie Delgado Alvarez
<b>AB 1201</b>	Leno (D-San Francisco)	Would give direct-care RNs, employed by private employer, the right to organize, form or join a union regardless of their supervisory status under federal law, would require health care employers to recognize a direct-care RN bargaining unit if a majority of the RNs in that unit sign authorization cards; would provide for the implementation of an agency shop arrangement between a health care employer and a direct-care RN bargaining unit.	To be heard in Assembly Appropriations Committee.	Oppose	Gail Blanchard-Saiger/ Connie Delgado Alvarez
<b>SB 171</b>	Perata (D-Oakland)	Would require each general acute-care hospital to establish a patient protection and health care worker back injury-prevention plan with a zero lift/safe patient handling policy; would require each hospital to conduct a needs assessment to identify patients needing lift teams; would require hospitals to use lift teams, and to train health care workers on the appropriate use of lift devices.	Held in Senate Appropriations Committee April 23. On Suspense File.	Oppose, Unless Amended	Gail Blanchard-Saiger/ Connie Delgado Alvarez
<b>Workers' Compensation</b>					
<b>AB 1269</b>	Hernandez (D-Baldwin Park)	As amended, would require that specified inpatient DRGs be separately reimbursed at a rate of 120 percent of the estimated facility cost; would be operative only until the administrative director adopts an alternative reimbursement methodology of inpatient DRGs.	Held in Assembly Appropriations Committee April 25. On Suspense File.	CHA-Sponsored	Dietmar Grellmann/ Kathryn Scott

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# Northern Inyo Hospital Agency Review Schedule

ID	Task Name	Duration	Start	Finish	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2008	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
1	Package #1 Building Analysis for OSHPD	83 days?	Tue 6/8/07	Thu 8/1/07																				
2	Prepare package for submittal	18 days?	Tue 6/8/07	Thu 6/14/07																				
3	Submit to OSHPD	0 days	Fri 6/1/07	Fri 6/1/07																				
4	OSHPD Review	30 days	Fri 6/1/07	Thu 7/12/07																				
5	NTDS Revisions	15 days	Fri 7/13/07	Thu 8/2/07																				
6	Back Check	30 days	Fri 8/3/07	Thu 9/13/07																				
7	OSHPD Review and Approval	0 days	Thu 8/16/07	Thu 8/16/07																				
8	Package #2 Utility Load Analysis for OSHPD	88 days?	Tue 6/8/07	Thu 8/16/07																				
9	Prepare package for submittal	18 days?	Tue 6/8/07	Thu 6/14/07																				
10	Submit to OSHPD	0 days	Fri 6/1/07	Thu 6/14/07																				
11	OSHPD Review	30 days	Fri 6/1/07	Thu 7/12/07																				
12	NTDS Revisions	15 days	Fri 7/13/07	Thu 8/2/07																				
13	Back Check	25 days	Fri 8/3/07	Thu 9/6/07																				
14	OSHPD Review and Approval	0 days	Thu 8/16/07	Thu 8/16/07																				
15	Package #3 Demo Rehearsal for OSHPD	103 days	Tue 6/8/07	Thu 9/27/07																				
16	Prepare package for submittal	18 days	Tue 6/8/07	Thu 6/14/07																				
17	Submit to OSHPD	0 days	Thu 6/14/07	Thu 6/14/07																				
18	OSHPD Review	40 days	Fri 6/1/07	Thu 7/26/07																				
19	NTDS Revisions	15 days	Fri 6/1/07	Thu 6/14/07																				
20	Back Check	30 days	Fri 6/1/07	Thu 7/26/07																				
21	OSHPD Review and Approval	0 days	Thu 8/23/07	Thu 8/23/07																				
22	Revised Hospital Package	344 days?	Tue 6/8/07	Fri 8/29/08																				
23	prepare package for submittal	24 days?	Tue 6/8/07	Fri 6/8/07																				
24	Submit to OSHPD	0 days	Fri 6/8/07	Fri 6/8/07																				
25	OSHPD Review	120 days	Mon 6/11/07	Fri 11/23/07																				
26	NTDS Revisions	30 days	Mon 11/26/07	Fri 1/4/08																				
27	OSHPD Back Check #1	80 days	Mon 11/19/07	Fri 3/28/08																				
28	NTDS Revisions	20 days	Mon 3/31/08	Fri 4/25/08																				
29	OSHPD Back Check #2	40 days	Mon 4/29/08	Fri 6/20/08																				
30	NTDS Revisions	20 days	Mon 6/23/08	Fri 7/18/08																				
31	OSHPD Back Check #3	30 days	Mon 7/21/08	Fri 8/29/08																				
32	OSHPD Approval	0 days	Fri 8/29/08	Fri 8/29/08																				

Project: S\_18007  
Date: Mon 5/21/07

Task: S&M

Progress:

Milestones:

Summary:

Project Summary:

External Tasks:

External Milestones:

Deadline:

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VALLEY EMERGENCY PHYSICIANS  
AND  
NORTHERN INYO HOSPITAL

**EMERGENCY CARE AGREEMENT**

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT, a political subdivision organized and existing pursuant to the Local Hospital District Law (Health and Safety Code Section 32000, et seq.) of the State of California, hereinafter referred to as "District", and VALLEY EMERGENCY PHYSICIANS MEDICAL GROUP, Inc., a California professional corporation, hereinafter referred to as "Group", agrees as follows:

**PART I**

**RECITALS**

1. District is the owner and operator of a Hospital located in Bishop, California. As a community service, District conducts an Emergency Department, hereinafter referred to as "Department", to serve the members of the community and other persons who may require immediate medical and/or hospital service.
2. Group is duly qualified and licensed Group and surgeons having had experience in the operation of emergency facilities and the rendition of emergency and primary care.
3. District has concluded that engaging Group is the most desirable course of action considering both the cost and quality of service, as compared to other arrangements and providers available to District.
4. The parties to this agreement, in order to provide a full statement of their respective responsibilities in connection with the operation of the physician services during the term of this contract, desire to enter there into.

**PART II**

**AGREEMENTS**

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

# VALLEY EMERGENCY PHYSICIANS/NORTHERN INYO HOSPITAL

## EMERGENCY CARE AGREEMENT

shall consult with Group regarding decisions that affect the selection and furnishing of particular facilities, equipment and supplies.

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

**4. Physician Services.** In order to provide quality emergency care on a prompt and continuing basis, available at all times at Hospital to the community, Group agrees to provide the professional services of duly licensed group and surgeons in the Service 24 hours a day, seven days a week.

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

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

Group agrees to provide the following services relevant to the operation of the Northern Inyo Hospital Emergency Service as a Base Station for the provision of Advanced Life Support in pre-hospital care.

1. Group shall provide guidance, instruction, communication orders, and directives to EMT-II's/Paramedics involved in the treatment of patients with medical emergencies requiring transportation from the scene of a medical emergency to the nearest, or most appropriate hospital facility.
2. A member of the Emergency Physician Staff will be appointed to serve as Base Station Medical Director and Training Hospital Medical Director, and serve on the local Emergency Medical Service Advisory Committee, if the Hospital Administration and Medical Staff deem this appropriate.
3. Group will participate actively in an ongoing system for critiquing the results of the mobile intensive care responses and auditing the quality of medical care provided by the mobile intensive care team.

# VALLEY EMERGENCY PHYSICIANS/NORTHERN INYO HOSPITAL

## EMERGENCY CARE AGREEMENT

It is understood and agreed that the District is contracting for the full-time services of group and surgeons and that said individuals shall be available on the premises of the Hospital at all times that they are to provide services in the Department. Furthermore, said individuals shall not engage in any activities while on duty which would be inconsistent with their obligation to provide full-time services, or engage in any outside practice of medicine or surgery while on duty.

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

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

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

**8. Independent Contractor.** No relationship of employer or employee is created by this Agreement, it being understood that Group will act hereunder as independent contractor, and none of the group performing services for Group, whether said group be members, partners, employees, subcontractors, or otherwise, shall have any claim under this Agreement or otherwise against District for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation benefits, or employee benefits of any kind; that District shall neither have not exercise any control or direction over the methods by which physicians shall perform their work and functions, which at all times shall be in strict accordance with currently approved methods and practices in their field; and that the sole interest of District is to ensure that said emergency service shall be performed and rendered in a competent, efficient

VALLEY EMERGENCY PHYSICIANS/NORTHERN INYO HOSPITAL

EMERGENCY CARE AGREEMENT

and satisfactory manner and in accordance with the standards required by the Medical Staff of District.

Physicians are allowed to work for or have a private practice while providing services for Valley Emergency Physicians.

**9. Compensation.** Group shall charge patients on a fee-for-service basis. Group's charges shall be in accordance with reasonable and customary fees charged by other group for the same service in similar communities. Group's charges will be reviewed and approved by the Hospital prior to any change. Group or its designated agents shall be responsible for billing and collections of professional fees.

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

On or before the fifteenth (15th) day of each month, District shall present to Group a check representing their fees for services rendered in the preceding month. It not being possible, as a practical matter, to predict accurately the volume of patient utilization of the Department, and it being necessary to ensure high quality professional coverage, District agrees to pay Group a guaranteed minimum of one hundred five dollars and zero cents (\$105.00) per hour from July 1, 2007 to December 31, 2007. District agrees to pay Group a guaranteed minimum of one hundred ten dollars and zero cents (\$110.00) from January 1, 2008 to December 31, 2008. Payments should be made on a monthly basis. Monthly payments shall be made by the Hospital to Group before the 15<sup>th</sup> day of the month in which services are rendered.

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

VALLEY EMERGENCY PHYSICIANS MEDICAL GROUP, INC.  
2107 Livingston Street, Suite A  
Oakland, California 94606

**11. Liability Insurance.** District agrees to procure and maintain, throughout the term of this Agreement, at their sole expense, a policy of professional liability (malpractice) insurance coverage with limits of at least \$1,000,000 for any one occurrence, and \$3,000,000 annual



# VALLEY EMERGENCY PHYSICIANS/NORTHERN INYO HOSPITAL

## EMERGENCY CARE AGREEMENT

aggregate coverage per subcontracting physician. Group agrees to cooperate with the District in connection with the purchase and maintenance of such coverage. Should Group discontinue providing services at District, District agrees to provide or procure extended professional liability (malpractice) insurance coverage, commonly referred to as tail coverage.

Group agrees to assume responsibility for any deductible amount up to \$12,500.00 awarded to a claimant in the event of successful litigation against a member of the group.

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

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

**14. Term.** The term of this Agreement shall be from July 1, 2007 to December 31, 2008, and continuing from year to year thereafter. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.

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

1. Upon the failure of Group to provide the services required to be provided by Group for a period in excess of twenty four (24) hours.
2. Upon a determination by a majority of Hospital's Board of Directors, after consultation with; the Executive Committee of the Medical Staff, that Group, or any physician provided by Group have been guilty of professional incompetence, have failed to maintain the Service in a manner consistent with the highest standards maintained for the operation of the Service in comparable hospitals, or are otherwise bringing discredit upon the Hospital or its Medical Staff in the community.

VALLEY EMERGENCY PHYSICIANS/NORTHERN INYO HOSPITAL

EMERGENCY CARE AGREEMENT

3. Immediately upon the appointment of a receiver of Group's assets, as assignment by Group for the benefit of its creditors or any action taken or suffered by Group (with respect to Group) under any bankruptcy or insolvency act.

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

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

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

**18. Accounts and Records.** Group agrees to maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Agreement to the extent and in such detail as will properly reflect all net costs direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which payment or reimbursement is claimed.

The Authorized Federal Office shall have access for the purpose of audit and examination to any books, documents, papers, and records of Group, which are pertinent to this Agreement, at all reasonable times during the period of retention provided for in the following paragraph.

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

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

VALLEY EMERGENCY PHYSICIANS/NORTHERN INYO HOSPITAL

EMERGENCY CARE AGREEMENT

19. **Notices.** The notices required by this Agreement shall be effective if mailed, postage prepaid as follows:

- (a) To District at: 150 Pioneer Lane  
Bishop, California 93514
- (b) To Group at: 2107 Livingston Street, Suite A  
Oakland, California 94606

IN WITNESS WHEREOF, the parties hereto have executed this Emergency Care Agreement at Oakland, California on June 1, 2007.

DISTRICT:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

BY \_\_\_\_\_  
Peter J Watercott  
President of the Board

GROUP:

VALLEY EMERGENCY PHYSICIANS MEDICAL GROUP, INC.  
a California professional corporation

BY \_\_\_\_\_  
Steven P. Maron, M.D.  
President

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**Milliman**

Consultants and Actuaries

650 California Street, 17th Floor  
San Francisco, CA 94108-2702  
Tel +1 415 403.1333  
Fax +1 415 403.1334  
www.milliman.com

May 31, 2007

Mr. John Halfen  
Chief Financial Officer  
Northern Inyo Hospital  
150 Pioneer Lane  
Bishop, California 93514-2599

***Northern Inyo County Local Hospital District Retirement Plan  
Actuarial Valuation as of January 1, 2007***

Dear John:

Enclosed are two copies of the Actuarial Valuation as of January 1, 2007.

We are recommending an annual contribution of \$2,112,000. This means the current monthly contribution rate of \$156,000 should be increased to \$176,000, effective July 1, 2007. The contribution increase is due to higher overall payroll, and a reduction in the surplus over 125% funding.

If you have any questions or would like to review the report with me, please give me a call at (415) 403-1333, extension 116.

Sincerely,

Rich Wright

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**Northern Inyo County  
Local Hospital District  
Retirement Plan**

**Actuarial Valuation as of January 1, 2007**

**Prepared by:**

**Richard A. Wright, F.S.A.**

**May 31, 2007**



**Milliman**

Consultants and Actuaries

650 California Street, 17th Floor  
San Francisco, CA 94108-2702  
Tel +1 415 403.1333  
Fax +1 415 403.1334  
www.milliman.com

May 31, 2007

Northern Inyo Hospital  
150 Pioneer Lane  
Bishop, California 93514-2599

***Northern Inyo County Local Hospital District Retirement Plan  
Actuarial Valuation as of January 1, 2007***

At the request of the Hospital, we have made an actuarial valuation of the Northern Inyo County Local Hospital District Retirement Plan for the plan year beginning January 1, 2007.

In preparing our report, we relied on financial information provided by New York Life Insurance Company and employee data furnished to us by the Hospital. While Milliman has not audited the financial and census data, they have been reviewed for reasonableness and are, in our opinion, sufficient and reliable for the purposes of our calculations. If any of this information as summarized in this report is inaccurate or incomplete, the results shown could be materially affected and this report may need to be revised.

The actuarial cost method and assumptions used as well as the supporting data and principal plan provisions upon which the valuation is based are set forth in the following report. In our opinion, each actuarial assumption, method, and technique used is reasonable taking into account the experience of the Plan and reasonable expectations. Nevertheless, the emerging costs will vary from those presented in this report to the extent actual experience differs from that projected by the actuarial assumptions.

The calculations reported herein have been made in accordance with the applicable provisions of the Internal Revenue Code. The results of this valuation are applicable only for the current year and are intended to be used only by the plan sponsor for the specific purposes described herein. Accordingly, this report may not be distributed to any third party without Milliman's written consent. Reliance on information contained in this report by anyone for anything other than the intended purpose puts the relying entity at risk of being misled.

On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, all costs, liabilities, and other factors under the Plan were determined in accordance with generally accepted actuarial principles and practices which are consistent with the applicable Actuarial Standards of Practice of the American Academy of Actuaries. We further certify that, to the best of our knowledge, the report is complete and accurate and the information presented herein, in our opinion, fully and fairly discloses the actuarial position of the Plan.



Northern Inyo Hospital  
May 31, 2007  
Page 2

The undersigned is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Wright".

Richard A. Wright, FSA, MAAA  
Consulting Actuary

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## **SECTION I. VALUATION SUMMARY**

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### ***Introduction***

This report sets forth the results of our valuation of the Northern Inyo County Local Hospital District Retirement Plan, as of January 1, 2007. In Section II we furnish certain financial statements and actuarial exhibits of the Fund for the 2006 plan year. Section III presents the determination of the contribution requirement for the 2007 plan year.

A summary of the Plan is set forth in Appendix A, and the actuarial assumptions and cost method used in determining the costs and liabilities are described in Appendix B. The membership data is shown in Appendix C.

### ***Highlights***

There were no changes to the plan provisions or to the actuarial assumptions since last year's valuation. The investment performance of the fund showed a return of 5.6% for 2006 in comparison with 5.3% for 2005.

The normal cost increased from \$1,763,743 in last year's valuation to \$1,909,674 this year, due primarily to the \$997,002 increase in payroll. The normal cost as a percentage of payroll remained at 14.0%, the same as last year.

The Full Funding Limitation is a measure of the funding status of the plan as of the valuation date. It is normally used to determine minimum required contributions and the maximum tax-deductible limit for taxable entities. For the 2007 Plan Year, the Full Funding Limitation would limit contributions to the Plan to \$7,383,617 for the year.

The recommended contribution is based on a target funding level of 125% of the Accumulated Benefit Obligation (ABO). The plan's current funding level is 128.4% of ABO, compared with 134.1% as of January 1, 2006. The excess over 125% is being amortized over a 25-year period beginning on January 1, 2002. The recommended contribution for the 2007 Plan Year is \$2,112,000, or \$176,000 per month if paid in 12 monthly installments during the 7/1/2007-6/30/2008 fiscal year.



## SECTION I. VALUATION SUMMARY

---

### *Results of Valuation*

The following table summarizes the principal valuation results and compares them with the prior plan year.

	<u>January 1, 2007</u>	<u>January 1, 2006</u>
<b><i>Number of Participants</i></b>		
Active – Fully vested	108	108
– Partially vested	66	62
– Nonvested	<u>93</u>	<u>93</u>
– Total	267	263
Part-time employees with accrued benefits	27	20
Disabled employees with accrued benefits	1	1
Terminated vested	42	39
Retired	<u>0</u>	<u>0</u>
Total participants	337	323
<b><i>Participant Payroll</i></b>	\$ 13,603,611	\$ 12,606,609
<b><i>Actuarial Liability (PBO)</i></b>	\$ 29,386,211	\$ 26,182,884
<b><i>Funding Target – 125% of Accumulated Benefit Obligation (ABO)</i></b>	\$ 23,762,099	\$ 20,402,665
<b><i>Actuarial Assets</i></b>	\$ 24,411,394	\$ 21,891,610
<b><i>Normal Cost at Beginning of Year</i></b>	\$ 1,909,674	\$ 1,763,743
As a percentage of applicable payroll	14.0%	14.0%
<b><i>Full Funding Limitation</i></b>	\$ 7,383,617	\$ 6,494,006
<b><i>Recommended Contribution</i></b>	\$ 2,112,000	\$ 1,872,000
As a percentage of applicable payroll	15.5%	14.8%
<b><i>Investment Return</i></b>		
Current annual yield	5.6%	5.3%
Average annual yield for last 5 years	6.1%	6.4%



## SECTION II. FINANCIAL EXHIBITS

---

### Exhibit 1. Summary of Plan Assets

The valuation assets as of January 1, 2007, are the sum of the accrued balances in the contractual Fixed Dollar Account (GA-928) and the Indexed Bond Fund (account #11344) as of December 31, 2006, maintained by New York Life, plus any accrued but unpaid contributions and minus any distributions payable. The balance in the contractual Pension Account is allocated to retired participants and beneficiaries and is excluded from the valuation. Development of the assets is as follows:

	<u>January 1, 2007</u>	<u>January 1, 2006</u>
<b>Plan Assets</b>		
Fixed Dollar Account (GA-928)	\$ 16,314,013	\$ 14,334,405
Indexed Bond Fund (Acc. #11344)	<u>7,161,381</u>	<u>6,903,205</u>
Total	\$ 23,475,394	\$ 21,237,610
Accrued Contributions	<u>936,000</u>	<u>654,000</u>
<b>Actuarial Assets</b>	\$ 24,411,394	\$ 21,891,610
<b>Asset Allocation</b>		
Fixed Dollar Account	66.8%	65.5%
Indexed Bond Fund	29.3%	31.5%
Accrued Contributions	<u>3.8%</u>	<u>3.0%</u>
Total	100.0%	100.0%

*Note: We have not audited the fund's assets shown above. We have relied on the information furnished by New York Life Insurance Company.*



## SECTION II. FINANCIAL EXHIBITS

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### Exhibit 2. Summary of Changes in Plan Assets

Plan assets increase or decrease each year due to employer contributions, investment income, benefit payments to retiring participants, plan expenses paid by the trust fund, and any realized and unrealized gains and losses from investments.

	<i>Plan Year Ending</i>	
	<i>December 31, 2006</i>	<i>December 31, 2005</i>
<b><i>Beginning Balance</i></b>	\$ 21,237,610	\$ 20,305,277
<b><i>Additions:</i></b>		
Employer contributions	1,590,000	1,218,000
Investment income	1,239,143	1,123,422
Experience adjustment	<u>0</u>	<u>0</u>
Total	2,829,143	2,341,422
<b><i>Subtractions:</i></b>		
Benefit payments	(499,365)	(1,376,930)
Expenses & related charges	(32,405)	(31,354)
Experience adjustment	<u>(59,589)</u>	<u>(805)</u>
Total	(591,359)	(1,409,089)
<b><i>Ending Balance</i></b>	\$ 23,475,394	\$ 21,237,610



## SECTION II. FINANCIAL EXHIBITS

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### Exhibit 3. Historical Returns on Plan Assets

The following table shows the historical return on plan assets since 1993:

<i>Plan Year</i>	<i>Return</i>
2006	5.57%
2005	5.32%
2004	5.84%
2003	5.41%
2002	8.18%
2001	7.33%
2000	8.48%
1999	4.42%
1998	7.90%
1997	8.64%
1996	5.70%
1995	12.16%
1994	2.89%
1993	8.89%
Average for last 5 years	6.06%
Average for last 10 years	6.70%

The actuarial valuation rate for the 2007 plan year is 7.25%.



## SECTION II. FINANCIAL EXHIBITS

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### Exhibit 5. Changes in Accumulated Plan Benefits

The changes in the present value of accumulated plan benefits for the last two plan years are summarized below.

	<i>Plan Year Ending</i>	
	<i>December 31, 2006</i>	<i>December 31, 2005</i>
<i>Beginning of Year</i>	\$ 16,322,132	\$ 13,734,582
Benefits accumulated and actuarial experience	2,003,557	1,725,306
Increase for interest due to the decrease in the discount period	1,183,355	1,098,767
Plan amendment	0	0
Change in actuarial assumptions	0	1,140,407
Benefits paid	<u>(499,365)</u>	<u>(1,376,930)</u>
<i>End of Year</i>	\$ 19,009,679	\$ 16,322,132



### SECTION III. DETERMINATION OF CONTRIBUTION

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#### Exhibit 6. Development of Normal Cost

The normal cost is calculated according to the actuarial cost method. Under the projected unit credit cost method, the normal cost is equal to the value of the benefits accrued during the year based on compensation projected to retirement. The normal cost is as follows:

	<i>Plan Year Beginning</i>	
	<u>January 1, 2007</u>	<u>January 1, 2006</u>
Normal cost as of beginning of plan year	\$ 1,909,674	\$ 1,763,743
Estimated payroll for plan participants	13,603,611	12,606,609
Normal Cost as % of payroll	14.0%	14.0%
Normal cost as of end of plan year	2,048,125	1,891,614





### SECTION III. DETERMINATION OF CONTRIBUTION

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#### Exhibit 7. Actuarial Liability (PBO)

In the Projected Unit Credit method, the actuarial liability is equal to that portion of an employee's projected benefit that is allocated to past service periods and includes the value of assumed future compensation increases. This is also known as the Projected Benefit Obligation or PBO. Any actuarial liability in excess of the plan's assets is called an unfunded liability.

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	<i>As of</i> <u>January 1, 2007</u>	<i>As of</i> <u>January 1, 2006</u>
<b>Actuarial Liability (PBO)</b>		
Active participants	\$ 26,009,790	\$ 24,030,048
Part-time participants with accrued benefits	335,708	475,728
Terminated vested participants	3,029,417	1,666,588
Disabled participants	11,296	10,520
Participants currently receiving payments	<u>0</u>	<u>0</u>
<b>Total</b>	<b>\$ 29,386,211</b>	<b>\$ 26,182,884</b>
<b>Actuarial Assets</b>	<b>\$ 24,411,394</b>	<b>\$ 21,891,610</b>
<b>Unfunded Actuarial Liability</b>	<b>\$ 4,974,817</b>	<b>\$ 4,291,274</b>

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### **SECTION III. DETERMINATION OF CONTRIBUTION**

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#### **Exhibit 8. Full Funding Limitation**

The full funding limitation is defined by the Internal Revenue Code and limits minimum required and maximum deductible contributions of well-funded retirement plans.

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	<i>Plan Year Ending</i>	
	<u><i>December 31, 2007</i></u>	<u><i>December 31, 2006</i></u>
Actuarial Liability	\$ 29,386,211	\$ 26,182,884
Normal Cost	<u>1,909,674</u>	<u>1,763,743</u>
Total	\$ 31,295,885	\$ 27,946,627
Actuarial assets	\$ 24,411,394	\$ 21,891,610
Full Funding Limitation, beginning of year	\$ 6,884,491	\$ 6,055,017
Interest	<u>499,126</u>	<u>438,989</u>
Full Funding Limitation, end of year	\$ 7,383,617	\$ 6,494,006

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### SECTION III. DETERMINATION OF CONTRIBUTION

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#### Exhibit 9. Recommended Contribution

The recommended contribution targets a funding level of 125% of the Accumulated Benefit Obligation (ABO). Since the plan is currently funded in excess of 125% of ABO, the surplus is used to reduce the normal contribution requirements over the 25 years starting from January 1, 2002. The recommended contribution is reduced, if necessary, to the Full Funding Limitation.

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	<i>Plan Year Ending</i>	
	<u><i>December 31, 2007</i></u>	<u><i>December 31, 2006</i></u>
<b><i>Target Surplus</i></b>		
Accumulated Benefit Obligation (ABO)	\$ 19,009,679	\$ 16,322,132
Funding Target %	<u>x 125%</u>	<u>x 125%</u>
Funding Target (125% of ABO)	\$ 23,762,099	\$ 20,402,665
Actuarial Assets	<u>24,411,394</u>	<u>21,891,610</u>
Excess / (deficit)	\$ 649,295	\$ 1,488,945
<b><i>Recommended Contribution</i></b>		
ABO Normal Cost	\$ 2,024,719	\$ 1,875,911
Amortization of (Excess) / Deficit	<u>(58,261)</u>	<u>(130,710)</u>
Total as of beginning of year	\$ 1,966,458	\$ 1,745,201
Interest	<u>142,568</u>	<u>126,527</u>
Total as of end of year	\$ 2,109,026	\$ 1,871,728
<b><i>Full Funding Limitation, end of year</i></b>	\$ 7,383,617	\$ 6,494,006
<b><i>Recommended Contribution</i></b>	\$ 2,109,026	\$ 1,871,728

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## SECTION IV. APPENDICES

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### Appendix A. Summary of Pension Plan

The following paragraphs are only a brief summary of the more important provisions of the plan. In the event there are any inconsistencies between statements contained in this Appendix and the plan document, the provisions of the plan document shall control.

**Effective Date:** March 1, 1975; last restatement January 1, 2002.

**Plan Eligibility:** An employee becomes a participant of the plan on the earliest January 1 or July 1 following the later of attainment of age 21 and completion of 1 year of service.

**Vesting:** 50% vesting after 5 years of Credited Service increasing 10% per year until 100% vested after 10 years of service. Active participants automatically become 100% vested upon attainment of normal retirement age or if they become totally and permanently disabled.

**Normal Retirement Date:** The first day of the month coinciding with or following the later of Participant's attainment of age 65 or completion of 5 years of plan participation. However, the Normal Retirement Date shall not be later than age 70.

**Normal Retirement Benefit:** 2.50% of Average Annual Compensation multiplied by years of Credited Service, but not less than \$600.

**Average Annual Compensation:** Average of annual compensations for the highest consecutive 36-month period within the 10 years immediately preceding the determination date. Compensation includes wages, shift differential, standby pay, and 50% of the value of any unused and unpaid sick leave existing at the time of termination of employment, and accrued after April 26, 1997.

**Accrued Benefit:** Normal Retirement Benefit prorated on credited service.

**Normal Form of Retirement Benefit:** Life Annuity.

**Early Retirement:** The first day of the month coinciding with or following the Participant's attainment of age 55 and completion of at least 5 years of credited service. Then the normal retirement benefit will be reduced by 5/9 % for each month that payment starts before normal retirement age.

**Pre-Retirement Death Benefit:** If a vested participant dies prior to retirement, his or her beneficiary will receive the actuarially determined present value of his or her accrued benefit.



## SECTION IV. APPENDICES

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### Appendix B. Actuarial Cost Method and Assumptions

The following cost method and assumptions were used in valuing the benefits of all participants.

	<u>January 1, 2007</u>	<u>January 1, 2006</u>
<b>Actuarial Cost Method</b>	Projected Unit Credit	Projected Unit Credit
<b>Funding Interest Rate</b>		
Pre-retirement	7.25%	7.25%
Post-retirement	8.00%	8.00%
<b>Salary Scale</b>	6.00%	6.00%
<b>Administrative Expenses</b>	None.	None.
<b>Mortality</b>	1984 UP Mortality Table set back 4 years.	1984 UP Mortality Table set back 4 years.
<b>Disability</b>		
<i>Disablement Rate</i>	None.	None.
<i>Disabled Annuitants Mortality</i>	None.	None.
<b>Withdrawal Rates</b>	Table T-5, <u>The Actuary's Pension Handbook</u> , Crocker-Sarason-Straight.	Table T-5, <u>The Actuary's Pension Handbook</u> , Crocker-Sarason-Straight.
<b>Retirement Age</b>	The later of age 65 or the 5th anniversary of date of participation; or age 70, if earlier.	The later of age 65 or the 5th anniversary of date of participation; or age 70, if earlier.
<b>Asset Valuation Method</b>	Market value	Market value



## SECTION IV. APPENDICES

### Appendix C. Summary of Participant Data

#### Active Participants

Age	Number of Participants			Annual Salaries		
	Males	Females	Total	Males	Females	Total
Under 25	0	8	8	\$ 0	\$ 265,702	\$ 265,702
25 - 29	4	12	16	231,281	403,896	635,177
30 - 34	7	10	17	345,474	343,797	689,271
35 - 39	4	15	19	225,856	538,697	764,553
40 - 44	6	20	26	370,492	990,779	1,361,271
45 - 49	9	44	53	457,151	2,069,391	2,526,542
50 - 54	7	50	57	349,026	2,618,607	2,967,633
55 - 59	6	36	42	318,376	1,839,690	2,158,066
60 - 64	9	17	26	835,252	1,015,137	1,850,389
65 - 69	0	3	3	0	158,975	158,975
70 & Over	0	0	0	0	0	0
Total	52	215	267	\$ 3,132,908	\$10,244,671	\$13,377,579

#### Other Participants

Participant Status	Number of Participants			Annual Benefits		
	Males	Females	Total	Males	Females	Total
Part-time	1	26	27	\$ 12,876	\$ 118,524	\$ 131,400
Disabled	0	1	1	0	1,480	1,480
Terminated Vested	10	32	42	188,440	334,437	522,877
Retired	0	0	0	0	0	0
Total	11	59	70	\$ 201,316	\$ 454,441	\$ 655,757

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**06/12/2007**

Dear Members of the Northern Inyo Hospital Board.

This is the final piece of the Digital Imaging picture for Northern Inyo Hospital. This is a priority 1 for this fiscal year and will be necessary to install and employ all the new imaging equipment due for installation by the end of the year.

From over 60 vendors distilled to 7 NovaRad was the choice for the following reasons.

1. NovaRAD is the leading provider of PACS in the United States for small to medium sized hospitals, and has years and volumes of experience.
2. NovaRAD provides a fully scalable completely web-based RIS/PACS and a client based PACS in whatever combination works best for that facility.
3. NovaRAD is the most affordable PACS. Most customers have Return On Investment in less than 1 year. (Their claim?)
4. NovaRAD provides the radiologist with a totally mouse driven viewer that provides great features, such as voice annotation, set sync, MIPS/MPR, advanced hanging protocols, point Region Of Interest, measuring tools, customizable menus, saved preferences, stat reads, and check-out and e-sign.
5. NovaRAD provides 24x7, full-service, remote support that is consistently rated in the top percentage for both of its market categories.
6. NovaRAD offers initial on-site training, follow-up on-site training, continuous monthly web based training, monthly newsletter training tips, training manuals and videos, NovaRAD forum, and annual user's group meetings.
7. NovaRAD offers a completely turnkey system that includes EVERYTHING. Included are RIS, PACS, CR, dictation, scheduling, image capture, orthopedic, MIPS/MPR, reports, interfaces, cardio, Mammo tracking, film digitize, paper scan, software obsolescence, hardware maintenance and replacement, OR carts, installation, training, on-going training, continuous software updates and documentation, bio-metric (finger-print) sign on, hi-res monitors, CD publishers and bar code readers.
8. NovaRAD products take care of the referring physicians by providing him/her easy ANYWHERE access to all the tools and information he/she needs and by providing extremely fast image loading.
9. NovaRAD always includes software updates and new releases. All of NovaRAD service contract customers are always on the latest release – because it is always included.
10. NovaRAD offers unlimited web based radiologist workstation licenses.



- 11.** NovaRAD has the world's shortest installation times. NovaPACS can be installed and live – with training – in 4 weeks from the day of signing. This is possible because NovaPACS is easy to install and use.
- 12.** NovaRAD has one of the few RIS/PACS that are written by the same company and on the same database with a TOTAL integration.
- 13.** NovaRAD has absolutely the best film and paper scan product available. This makes it easy to put information into the PACS and to be able to use that information ANYWHERE.
- 14.** NovaRAD product NovaRIS provides a very intuitive, easy to use, and powerful SCHEDULER. NovaRIS also has excellent financial REPORTS for the Radiology Managers. (Tempus I, will replace most of the scheduling functions of the NovaRis schedule module. My take is Tempus I should be installed and fine-tuned “before” NovaRad installs.)
- 15.** NovaRAD maintains and replaces hardware at no additional cost. Many of NovaRAD's customers that have had their PACS for more than 3 years, have BRAND NEW Hardware and they didn't have to pay for it.
- 16.** NovaRAD has a 99.99% uptime guarantee – With always-redundant archives on site, remote monitoring, and the NovaRAD Real Time Warning System.
- 17.** NovaRAD always provides real time off-site emergency back up of images and data. This is included in every service contract.
- 18.** NovaRAD products are standards based. They are built on the IHE platform, are DICOM 3.0 compliant, use the HL7 interface, JPEG compression, and provide all you need to be HIPAA compliant.
- 19.** NovaRAD does NOT gouge the customer. We do not mark up the hardware or double the price of anything just because it is “medical grade”.
- 20.** NovaRAD is consistently rated #1 for not “nickel and diming” its customers.

758 East Utah Valley Drive, #200

• American Fork, UT 84003

• 801-642-1001

• [www.novapacs.com](http://www.novapacs.com)



## Corporate Introduction

May 25, 2007

Bill St Jean  
Northern Inyo Hospital  
150 Pioneer Lane  
Bishop, CA 93514  
Tel: 760-873-5811  
E-Mail: [bill.stjean@nih.org](mailto:bill.stjean@nih.org)

Dear Mr. St Jean:

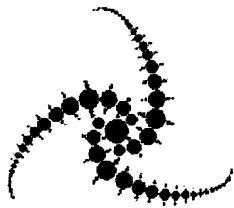
Thank you for showing interest in the NovaPACS solution. NovaRad is currently one of the fastest growing Picture Archive Communication Systems (PACS) companies in the United States. Below I have listed some of the advantages of purchasing the NovaPACS system from NovaRad:

1. NovaRad installs a 7-year on-site archive at your facility so that images can be retrieved in seconds. As your archive requirements increase, NovaRad will expand with you. We also provide off-site back-up of your images in our fire-proof vault for disaster recovery.
2. NovaRad maintains your NovaPACS systems. All hardware includes 4-hour on-site service.
3. Your monthly license contract includes hardware, software, 24 x 7 technical support, software obsolescence and off-site data back-up. **NovaRad does not charge on a per click basis.**
4. The NovaWeb web server includes unlimited client licenses. You can sign up as many referring physicians as you like without increasing the cost of your NovaPACS system. The Web Client is feature-rich with the ability to zoom, window/level, compare old and new studies, and display exam reports.
5. NovaPACS also includes, as options: orthopedic trauma tools and templates, CR, Digitizer, 3D and brokerless interfaces to most RIS/HIS/EMR software. NovaRad also offers NovaRIS – a complete and scalable Radiology Information System (RIS).

Thank you for your interest in our company. I look forward to speaking with you soon.

Sincerely,

Mike Evans  
California Regional Director  
Direct: 801-885-3575  
E-mail: [mikee@novarad.net](mailto:mikee@novarad.net)



**NOVARAD**  
CORPORATION

May 25, 2007

Section One

**Northern Inyo Hospital - Bishop, CA**

*Prices good for 30 days*

<b>NovaRIS Enterprise Items List</b>	<b>Qty</b>	
NovaRIS Main Module	1	\$360
NovaRIS Reports Module	1	\$17,260
NovaRIS Voice Recognition & Dictation (One License)	1	\$630
NovaRIS Billing Interface Module	1	\$5,840
NovaRIS Scheduler	1	\$1,295
NovaRIS Four (4) Day Installation & Six (6) Day Training	10	\$15,000
<b>NovaPACS Items List</b>	<b>Qty</b>	
NovaPACS 7-Year On-Site Archive & Archive Manager Software with UPS	1	\$14,712
NovaPACS Archive Redundant Back-Up Server with UPS	1	\$9,808
NovaPACS DICOM Server & Router Software	1	\$720
NovaPACS Referring Physician's Viewer (Unlimited Licenses)	1	\$3,240
NovaPACS Administrative Tool License	1	\$1,350
NovaPACS DICOM Modality Worklist	1	\$1,350
NovaPACS Technologist (Quality Control) Workstation with 19" monitor & Patient CD	1	\$2,675
NovaPACS Image Capture Station	1	\$4,509
NovaPACS RIS/HIS HL7 Interface (Brokerless)	1	\$2,160
NovaPACS Enterprise Radiologist (Primary Read) Dual 3 MP Workstation w/ Barcode Scanner	1	\$9,004
NovaPACS 19-Inch Color Utility Monitor for viewing the Enterprise (Primary) Study Browser	1	\$747
NovaPACS Clinical Workstation with 34" – 4 MP Monitor	1	\$5,638
NovaPACS Clinical Workstation with single 2 MP Monitor	1	\$4,444
NovaScan Digitizer and Workstation	1	\$27,601
NovaPACS Touch Screen Monitor 19"	1	\$1,150
OR Mobile Cart	1	\$2,500
Wall Mount for Surgery	1	\$1,750
NovaRad Voxar 3-D	1	\$17,353
NovaPACS MRS Mammo Reporting	1	\$6,000
NovaPACS Web Viewer Workstation	1	\$1,944
NovaPACS Orthopedic PACS License	1	\$3,293
NovaPACS Unlimited Modality Connections (Included)	1	Included
NovaPACS (NovaStore)Emergency off-site backup (Included)	1	Included
NovaPACS Software Obsolescence	1	Included
NovaPACS Hardware Obsolescence	1	Included
NovaPACS 24 x 7 x 365 Live Telephone Support	1	Included
NovaPACS Four (4) Day Installation & Six (6) Day Training	10	\$15,000

**NovaPACS and RIS Solution**

**Capital Purchase Price, Includes First Year Annual Support:** \$399,183  
**Annual Fee After First Year:** \$ 62,118

**NovaPerfect Service Agreement:**

**Total Install:** \$177,333  
**Monthly:** \$ 8,874

# ***NovaRad Corporation***

## CUSTOMER AGREEMENT

License Agreement

Support Agreement

This Customer Agreement (this "Agreement") is made effective, as of the date of acceptance set forth below (the "Effective Date"), between Northern Inyo Hospital having its principal place of business at 150 Pioneer Lane, Bishop, CA 93514 ("Customer") and NovaRad Corporation, a Utah corporation, having its principal place of business at 758 E Utah Valley Dr., Ste 200, American Fork, UT 84003 ("NovaRad"), on the effective date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### **RECITALS**

Whereas, NovaRad is a provider of radiology workstations and picture archiving and communications systems ("PACS") and Radiology Information Systems ("RIS") consisting of personal computers, servers, associated peripheral equipment, viewers and proprietary software (together, "Systems");

Whereas, Customer desires to enter into this Agreement for the purpose of procuring one or more Systems from NovaRad and engaging NovaRad to provide ongoing support, maintenance, and repair services in connection with such Systems as provided herein.

Now, therefore, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree as follows:

### **OPERATIVE PROVISIONS**

- System(s)**. The System or Systems acquired by Customer hereunder are described on the attached Invoice. All systems include the hardware provided by NovaRad, or a third party through NovaRad unless otherwise specified on the invoice. Upon approval by NovaRad, additional Systems may be acquired by Customer under the terms and conditions of this Agreement, provided that additional Invoices with System Configurations are completed and attached hereto by the parties.
- License Grant**. NovaRad hereby grants to Customer a nonexclusive, nontransferable, license to use the software designated as "NovaRad Software" on the attached System Configuration Schedule(s), only in connection with Customer's use of the System(s) acquired

hereunder and only during the term of this Agreement as set forth in Section 13 below. Customer may make one copy of the NovaRad Software only for backup purposes, provided that Customer shall reproduce NovaRad's copyright notice on any media used for such backup copy. NovaRad shall at all times remain the sole owner of all right title and interest in and to the NovaRad Software, and Customer shall not obtain any right title or interest in the NovaRad Software under this Agreement, except to the extent specifically granted by the license set forth in this Section 2. Customer shall not have any rights to sell, rent, sublicense or otherwise distribute the NovaRad Software or to create derivative works of the NovaRad Software. Except for the operating system software installed in the System Hardware and the NovaRad Software, Customer covenants and agrees that it shall not load, install or use other software on the System Hardware. The foregoing license shall terminate immediately upon the termination of this Agreement, and Customer shall promptly return all copies of the NovaRad Software to NovaRad, except for any copy made for backup purposes. NovaRad shall indemnify, defend and hold harmless Customer for any damages pursuant to any claim brought against Customer alleging that the NovaRad software infringes on any third party's copyright or includes third party copyrighted matter or trade secrets, provided Customer promptly notifies NovaRad in writing of any such claim and Customer grants NovaRad the right to assume the defense thereof.

3. **Third Party Software Licenses.** Customer acknowledges that the System(s) may include software owned and licensed by parties other than NovaRad, specifically Windows OS, Server, and Database programs and anti virus software. NovaRad shall include a copy of the license terms applicable to all such Third Party Software, and Customer warrants that it shall comply with all such license terms and shall indemnify NovaRad from any and all liability that may arise from Customer's breach of such terms. NovaRad has obtained all necessary consents and authorizations to allow Customer to use Third Party Software and NovaRad shall indemnify and hold harmless Customer from all liability arising from any claim or damages as a result of NovaRad providing such Third Party Software to Customer.

4. **Hardware.** NovaRad hereby sells, transfers and assigns to Customer the hardware set forth on the attached Invoice (the "System Hardware"), except for the main and redundant archive and server, which will remain the property of NovaRad. Customer shall not be allowed to load other software, programs, or limit NovaRad's access to any of the hardware. NovaRad will maintain the hardware as needed to keep the System Hardware at an acceptable level of operation according to the standards of the day. In the event NovaRad reasonably determines that Customer's System Hardware needs to be upgraded in order for the NovaRad System, including the most current version of the NovaRad Software, to perform at an acceptable level of operation according to the standards of the day, NovaRad shall sell, and Customer shall purchase, upgraded System Hardware, in which case Customer will pay a purchase price of \$0 for the Upgraded equipment. Customer will however, be billed the shipping cost of the new equipment.

A. **Archive** The archive buildup will be based on the image load analysis provided by the customer to NovaRad and attached. All mammography images will remain loss-less and full DICOM images. All other images will be stored loss-less for 90 days and afterwards Cr and Angio will be compress 20 to 1 and all other images will be compressed at 7.5x. Any archive hardware, software, and data back-up needed to accommodate image loads higher than those provided will be charged to the customer. Assuming normal growth, the archive will be

guaranteed to be 7 year, with no additional cost to the customer. Archive sizes are based on image load information given to NovaRad from the facility and the following estimated criteria. Customer may be charged more for Archive and routing if this estimated criteria does not adequately describe the Customer situation: **Estimated Images per Study:** MRI = 450, CT = 150, 8 Slice CT = 375, 16 Slice CT = 550, 32 Slice CT = 725, 64 slice CT = 1250, US = 50, Nuc Med = 60, Angio = 200, X-Ray = 15, Fluoro = 20.

5. **Data Back-up.** NovaRad shall make available an Internet-based data back-up facility for Customer's System data, and shall provide Customer with instructions for using the facility. All data backed-up by NovaRad shall be kept in a locked, fireproof and weatherproof safe accessible to a limited number of authorized NovaRad personnel. Data will be backed up with a compression ratio of 20:1 for CR and Angio 7:5:1 for all other modalities with the exception of mammography images which will not be compressed and will remain in their full DICOM format. Backed-up Data shall be delivered by NovaRad to Customer upon termination of this Agreement. Customer may choose not to utilize the back-up facility. In the event the customers on-site archive needs to be restored from the back-up facility, there will be a reasonable charge for doing so. **IF CUSTOMER USES THE BACK-UP FACILITY, CUSTOMER ASSUMES ALL RISK OF LOSS OR DAMAGE TO THE DATA BACKED UP BY NOVARAD, EXCEPT TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR RECKLESSNESS OF NOVARAD.**

6. **Installation and Training.** On-site System installation by NovaRad is included as specified on the invoice. In addition, NovaRad shall provide telephone support to answer installation questions and otherwise assist Customer in performing the installation. If not already included on the invoice, Customer may purchase on-site installation services from NovaRad at NovaRad's standard service rate of \$1,500 per day. The parties agree to schedule such training at their mutual convenience, and Customer agrees to provide, at its cost, an appropriate room and associated facilities in which to conduct the training. Customer will be required to pay for appropriate on-site training whenever a new release is given to them as an included part of a service contract. Historically, there has never been a need for any facility to obtain on-site training for new software releases. Such training that is not on-site, such as web training or phone help is included at no extra charge.

7. **Site Requirements; Customer's Responsibilities.** Customer is responsible for providing and maintaining a safe and appropriate operating site and infrastructure for the System(s). Without limiting the generality of the foregoing, Customer shall provide or arrange for appropriate electrical and network wiring, electrical power, telephone lines, cabinetry and appropriate climate control. NovaRad is not responsible for, and shall not make any changes to, Customer's site infrastructure or non-System computer equipment. Customer shall also designate a Systems administrator (the "Administrator") who shall be responsible for maintaining and trouble-shooting the System Hardware, NovaRad Software and Third Party Software on a day-to-day basis. The Administrator designated shall be capable of performing basic troubleshooting procedures on the System(s), before contacting NovaRad or requesting on-site service from NovaRad or a Third Party Provider, as designated by NovaRad. The Systems Administrator position is not a full time job. Routine preventive maintenance, such as keeping the System(s) clean is the responsibility of Customer. NovaRad strongly recommends but does not provide an

Internet firewall. Customer is responsible for complying with HIPAA firewall specifications and requirements. NovaRad provides required HIPAA logs, operations, and data that may be used by the customer to be HIPAA compliant. A HIPAA conformance statement is available from NovaRad upon request.

**8. Sign-Off; Returns.** Upon its receipt of the System(s), and on the mutually agreed upon installation date a NovaRad engineer will proceed diligently to complete installation thereof. Customer shall provide assistance as needed and shall promptly notify NovaRad of any problems encountered during such installation. Upon completion of the installation and prior to Customer's beginning productive use of the System(s), Customer shall execute the NovaRad Sign-Off Sheet. The date on which the Sign-Off sheet is executed shall be the "Sign-Off Date" for purposes of this Agreement. Customer shall deliver an originally signed copy of the Sign-Off Sheet to NovaRad within ten (10) days of its execution. If Customer shall fail to diligently assist to complete installation of the System(s), and allow for installation of such, as reasonably determined by NovaRad, NovaRad may demand Customer's immediate return of the System(s), and Customer shall comply with such demand and shall forfeit the Initial Fee (as that term is defined below) as a re-stocking fee. Additionally, Customer shall be liable to NovaRad for any damage occurring to the System(s) while in Customer's possession. If, in spite of its diligent efforts, and after consultation with NovaRad, Customer is unable to complete installation of the System(s), then Customer may return the System(s) to NovaRad for a partial refund of the Initial Fee paid by Customer; provided that Customer shall be liable for any damage occurring to the System(s) while in Customer's possession or in return shipping, and NovaRad may apply all or a portion of the Initial Fee toward payment for such damages.

**9. Support and Maintenance.** NovaRad shall maintain a staff of trained personnel to answer telephone calls from Customer concerning the System(s) during the term of this Agreement. Such support shall be available 24 hours per day, seven days per week. NovaRad support personnel shall have the ability to remotely access the System(s) via a high-speed Internet link using PC Anywhere. If Customer does not have a high-speed Internet link available (128K bps minimum) a surcharge of 15% for customer support will apply. Customer must allow NovaRad to remotely connect to the PACS with Microsoft PPTP or Site to Site IPsec VPN. If NovaRad is required to use a 3<sup>rd</sup> party software VPN client to connect to the customer, there will be an extra charge. Customer is solely responsible for the installation and all costs associated with its Internet connection and service provider. On-site service calls by NovaRad support personnel, if necessary, shall be provided at NovaRad's standard on-site rate of \$1,500 unless otherwise negotiated by the parties. NovaRad shall provide from time to time, and at NovaRad's sole discretion, the latest versions and bug fix releases of the NovaRad Software. NovaRad shall be responsible for installing such new versions and NovaRad may refuse to support any prior version if not allowed or assisted, if needed, in installing the latest version to Customer. In some cases, Support may be provided by a third party from whom NovaRad leases components of the Systems ("Third Party Providers"). In such cases, NovaRad shall inform Customer regarding any special terms and conditions relating to such service and Customer shall reasonably cooperate with such Third Party Providers in resolving any System problems.

**10. Exclusions.** The System(s) and services provided to Customer by NovaRad hereunder, and the System Fees paid therefore, specifically do not include: (A) the cost of products, items,

parts, accessories, or components, which are expendable in normal use or operation of the System(s), or those of limited life, unless specifically covered by express agreement, extended to the customer by NovaRad in writing; or (B) products or accessories not supplied by NovaRad, except as specifically extended by NovaRad in writing.

**11. System Fees.** Customer shall pay the Initial Fee, the first monthly Fee, the additional Monthly Fees and any Upgrade Fee (together, the "System Fees") specified on the Invoice. The Initial Fee shall be paid with Customer's System order. The first full monthly Fee plus any partial monthly fee shall be due immediately upon Sign-Off. Thereafter, the Monthly Fee shall be due on or before the first day of each calendar month during the term of this Agreement. Monthly Fees for partial first and last months shall be pro-rated based on a thirty-day month. The pro-rated Monthly Fee for the first month (i.e., the month in which Sign-Off occurs) and the first full month shall be due at Sign-Off. Any System Fee not paid to NovaRad within ten (10) days of its due date shall accrue interest from the due date at a rate of one and one-half percent (1½ %) per month until paid in full. System Fees do not include foreign and domestic governmental taxes or charges of any kind that may be applicable to the sale, possession, licensing or other use of the System including, by way of illustration but not limitation, excise, sales, use or value-added taxes, personal property taxes, customs or import duties, or other taxes, tariffs or duties, but excluding taxes on the income of NovaRad. Customer shall be responsible for and shall pay all such charges. If and to the extent NovaRad has the legal obligation to pay or collect such taxes, such amount shall be invoiced to Customer and paid by Customer and taxes within thirty (30) days after NovaRad's invoice unless Customer provides NovaRad with a valid tax exemption certificate authorized and issued by the appropriate taxing authority. In order to secure payment of the System Fees, NovaRad retains, and Buyer hereby grants and assigns to NovaRad, as of the time when title to any System Hardware passes to Buyer under this Agreement, a purchase money security interest in and to such System, and all additions, attachments, accessions, and accessories thereto, all substitutions, replacements or exchanges therefore, as well as in and to any and all proceeds thereof and any and all bills of lading, airbills or other documents of title evidencing rights to the System during shipment, whether now owned or hereafter acquired. NovaRad reserves the right to adjust system fees with a reasonable inflationary increase after the 3rd year.

**12. Risk Of Loss; Insurance.** Risk of loss or damage to the System(s) shall pass to Customer upon delivery of the System(s) to Customer, and shall remain with Customer until the System(s) are returned to NovaRad's possession (but only to the extent required to be returned to NovaRad hereunder). Without limiting the generality of the foregoing, Customer shall bear the risk of any loss, damage, and/or malfunction of the Systems) relating in any way to: (A) unauthorized modifications by Customer; (B) operation other than in accordance with correct operating procedures described in the operator's manuals supplied by NovaRad, by Customer; (C) lack of routine care and maintenance by Customer; (D) accident, abuse, alteration, or misuse by Customer; (E) inadequate utility service, failure of electrical or other energy supplies, incorrect physical environment, or other inadequate facilities or utilities; (F) Customer's use of other software that is incompatible with NovaRad software; (G) service by other than NovaRad approved personnel or Customer's use of other than NovaRad approved parts; and (H) destruction or damage by Acts of God, war, or civil unrest.



13. **Term and Termination.**

A. **Initial Term.** The term of Customer's right and license to use the System shall commence upon the Sign-Off Date and shall extend for three years thereafter, unless otherwise specified on the invoice.

B. **Renewal of Terms.** The term of this Customer Support Agreement shall automatically be renewed for additional terms of two (2) years each unless either party gives written notice to the other at least thirty (30) days prior to the end of the then-current term of its intention to not renew for an additional term.

C. **Early Termination.** Notwithstanding anything contained herein to the contrary, this Agreement may be terminated prior to the expiration of its term as follows:

i. **Termination for Breach.** NovaRad may immediately terminate this Agreement by written notice to Customer in the event the System(s) have been subject to accident, abuse, alteration, or misuse by Customer, or have not been properly operated and maintained by Customer. Additionally, either party may terminate this agreement due to a material breach by the other party after first providing thirty (30) days prior written notice to the other party (or ten (10) days notice in the case of non-payment of System Fees), stating the cause of such termination; provided that if the breaching party cures such breach within said thirty (30) day period (or ten (10) day period, as the case may be) this Agreement shall not be terminated.

ii. **Termination without cause.** Customer may terminate the agreement any time without cause by giving 90 days notice and paying the monthly payment through the end of the 90 days plus an additional lump sum payment equal to 4 monthly payments. In terminating without cause, the system must be returned immediately after the 90 days, as specified in the next paragraph.

D. **Return of System(s).** Upon any termination or expiration of this Agreement, Customer shall cease using, executing or displaying the NovaRad Software. NovaRad shall be, and hereby is, irrevocably and unconditionally authorized to remotely access and disable the NovaRad System at any time following the termination or expiration of this Agreement. Customer shall surrender and deliver the NovaRad Software and the NovaRad Archive and Server hardware to NovaRad within ten (10) days of the termination of or expiration of this Agreement. At any time during the thirty (30) day period following any expiration or termination of this Agreement, NovaRad may elect, by delivering to Customer a written notice, to purchase any or all of the remaining System Hardware for an amount equal to the fair market value (determined by reference to the price a used equipment dealer would reasonably pay for the Equipment). If NovaRad makes such election, Customer shall package and deliver the purchased System Hardware to NovaRad within ten (10) days, at Customer's cost and expense, and shall transfer all of its interest in such System Hardware "AS IS," without any warranty, express or implied, from Customer, except that Customer shall warrant the absence of any liens, claims or encumbrances against such System Hardware. NovaRad shall pay the purchase price to

Customer, in immediately available funds, within ten (10) days after receipt of the System Hardware from Customer.

**E. Effect of Termination.** In the event this Agreement is terminated for any reason, Customer's rights to possess and/or use the NovaRad System (other than the System Hardware) shall terminate immediately.

**14. Limited Warranty; Disclaimer.** NovaRad warrants that the NovaRad Software will perform substantially in accordance with its functional specifications as set forth in the user manual published by NovaRad in connection with that version of the Software and that any media on which the NovaRad Software is provided will be free of material defects for the period of the contract. NovaRad shall, and hereby does, sell, assign, transfer and pass-through to Customer all applicable manufacturer's warranties covering the Hardware, to the extent assignable. Furthermore, NovaRad warrants that the system will be up 99.99% of the time – meaning the images from the modalities will be able to be sent to one or more workstations for reading or QC. This guarantee only refers to the NovaRad system and shall NOT be in force when there is a problem with the modality or network or Internet connection or if there is a customer error in using the system. Except as otherwise expressly provided elsewhere in this Agreement, Customer accepts the System Hardware from NovaRad "AS IS, WHERE IS." Except as otherwise expressly provided elsewhere in this Agreement, NOVARAD MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY, OPERATION, OR CONDITION OF THE SYSTEM, THE MERCHANTABILITY OR FITNESS OF THE SYSTEM FOR A PARTICULAR PURPOSE, THE COMPATIBILITY OR INTEROPERABILITY OF THE SYSTEM WITH OTHER PERSONAL PROPERTY, SOFTWARE OR ACCESSORIES WHICH CUSTOMER USES WITH OR CONNECTS TO OR WITH THE HARDWARE (OTHER THAN THE NOVARAD SOFTWARE), THAT THE NOVARAD SOFTWARE OR THE THIRD-PARTY SOFTWARE OR THEIR OPERATION WILL BE FREE FROM BUGS, INTERRUPTIONS, ERRORS OR OTHER PROGRAM LIMITATIONS, OR ISSUES REGARDING INFRINGEMENT, TITLE OR THE LIKE.

**15. Limitation of Liability.** IN NO EVENT SHALL NOVARAD BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER INDIRECT OR CONSEQUENTIAL LOSS) WHICH MAY ARISE UNDER THIS AGREEMENT, OR FROM USE OF THE SYSTEM(S), EVEN IF NOVARAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER AGREES THAT NOVARAD'S SOLE LIABILITY, IF ANY, INCLUDING, WITHOUT LIMITATION, LIABILITY ARISING OUT OF ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT, REGARDLESS OF THEORY OF LIABILITY OR WHETHER GROUNDED IN CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, TORT OR WARRANTY, SHALL NOT EXCEED THE SYSTEM FEES PAID BY CUSTOMER FOR THE THEN CURRENT TERM. IN NO EVENT SHALL NOVARAD BE LIABLE FOR MEDICAL MISDIAGNOSIS MADE WHILE USING THE SYSTEM.

16. **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing, if mailed to the party to whom notice is to be given, by first-class, registered or certified mail, postage prepaid, and unless either party should notify the other party in writing of a change of address, properly addressed to the address first set forth above.

17. **Entire Agreement.** This Agreement contains the entire understanding of the parties relating to the subject matter hereof. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. Statements made by any person, including representatives of NovaRad, which are inconsistent or in conflict with the terms of the Customer Support Agreement, shall not be binding upon NovaRad.

18. **Succession.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and upon their assignees and successors in interest.

19. **Section Headings.** The section headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise effect the construction of any provision herein.

20. **Severability.** In the event any section, paragraph, or portion of this Agreement shall be or be deemed to be by any court having lawful jurisdiction of the subject matter of this Agreement void, voidable, or invalid for any reason, this Agreement shall be otherwise valid and enforceable as if said void, voidable, or invalid article, section, paragraph, or portion of this Agreement had not been a part hereof in the first instance.

21. **Authority to Bind.** Each person executing this Agreement hereby warrants that he has full and legal authority to execute this Agreement for and on behalf of the respective parties, and no further approval or consent of any other person is necessary in connection therewith. Further, each person executing this Agreement covenants and represents that the execution of this agreement is not in contravention of and shall not result in a breach of any other agreement, contract, instrument, order, judgment or decree to which such person is a party.

22. **HIPAA Compliance:** As required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), NovaRad agrees to enter into a business Associate Agreement with customer in the form of the agreement as stated on the invoice in order to assure confidentiality of patient information.

23. **Applicable Law; Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah and the laws of the United States, without regard to the application of conflicts of law principles. The exclusive venue and jurisdiction for disputes arising out of or relating to this Agreement shall be in the state or federal courts located in Salt Lake County, Utah. Customer hereby irrevocably and unconditionally submits to the personal jurisdiction of such courts and waives any right to trial by jury and any claims, defenses, or

motions, whether substantive or procedural, based upon concepts of lack of personal jurisdiction, forum non conveniens or the like.

**24. Attorneys' Fees.** In the event an action or suit is brought by any party hereto to enforce the terms of this Agreement, the prevailing party shall be entitled to the payment of reasonable attorneys' fees and costs, together with such other legal costs as may be authorized by law, including any of the foregoing costs incurred in connection with an appeal.

**25. Confidentiality.** Customer shall keep confidential the NovaRad product from other vendors of PACS or similar products.

THIS AGREEMENT is hereby made, executed and delivered by the undersigned parties as of the date first set forth above.

**26. Press Release.** Customer gives NovaRad the right to submit press releases to local and industry news agencies announcing the choice of the customer to use NovaRad products. Also included in the release may be the bed size of the customer facility if applicable and its location.

**NOVARAD CORPORATION**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**END**