



Northern Inyo County Local Hospital District

Board of Directors Regular Meeting

Wednesday April 20 2011; 5:30pm

*Board Room
Northern Inyo Hospital*

DRAFT AGENDA

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT BOARD OF DIRECTORS MEETING

April 20, 2011 at 5:30 P.M.

In the Board Room at Northern Inyo Hospital

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 March 16 2011 regular meeting.
4. Financial and Statistical Reports for the month of February 2011; John Halfen.
5. Administrator's Report; John Halfen.
 - A. Building Update
 - B. Security Report, February 2011
 - C. Orthopedic services update
 - D. Physician Recruiting Update
 - E. PMA Partnership Purchase Update
 - F. Inyo County Property Tax Adjustment (\$8,404)
 - G. Other
6. Chief of Staff Report; Helena Black, M.D..
 - A. Policy and Procedure approvals (*action items*):
 1. *Radiology – Patient Priority*
 2. *Discharge of Radiology Patients Following Image Guided Procedures*
 3. *IV Certification of Radiologic Technologists*
 4. *Radiology Services Pregnant Personnel*
 - B. Credentials Committee Report
 1. Staff Appointments / Privileges (*action items*):
 - a) Anthony Schapera, M.D.
 - b) James Englesby, M.D.
 - c) Keith Shonnard, M.D.
 2. Staff Advancements (*action items*):
 - a) Nicholas Carlevato, M.D.
 - b) Sheldon Kop, M.D.
 - c) David Landis, M.D.
 - d) Stephen Loos, M.D.
 - e) Thomas McNamara, M.D.
 - f) Keith Shonnard, M.D.
 3. *Emergency Medicine Clinical Privileges Form (information item).*

4. Valley Emergency Physicians Contract (*information item*).

C. Other

7. Old Business

- None -

8. New Business

A. Construction Change Orders (action items):

1. COR 130; Signage reconciliation
2. COR 134; Top track modifications
3. COR 136; Delete roof mounted lightning protection
4. COR 141; Deletion of power circuit for steam generators
5. COR 143; Electrical portion of FF&E coordination
6. COR 73R1; IB 23, M/S Patient Toilet Rooms
7. COR 135; IB 157 Revision at Decon and Server Room
8. COR 139; IB 187, Delete Terrazzo pans on plumbing
9. COR 140; IB 140, Lighting Levels
10. COR 141; IB 199 Delete Circuits for Steam Generators
11. COR 146; IB 104/173/182 AHU Vestibules and Hydronic Changes

B. Agreement for Services of Medical Director of Hospitalist Program; Asao Kamei, M.D.
(*action item*).

C. Approval of Physician Hospitalist Agreement (*action item*).

D. Agreement for Serviced of Medical Director of Pharmacy Department; Nickoline Hathaway,
M.D. (*action item*).

E. Hospital Wide Policy and Procedure; *Sanctions for Breach of Patient Privacy* (*action item*).

9. Reports from Board members on items of interest.

10. Opportunity for members of the public to comment on any items on this Agenda, and/or on any
items of interest.

11. Adjournment to closed session to:

- A. Hear reports on the hospital quality assurance activities, and hear a report from the Medical Staff Executive Committee (Section 32155 of the Health and Safety Code, and Government Code Section 54962).

- B. Confer with legal counsel regarding action filed by John Nesson M.D. against Northern Inyo County Local Hospital District and other Defendants (Government Code Section 54956.9(a)).
 - C. Confer with legal counsel regarding action filed by Stephen Johnson and Elizabeth Monahan-Johnson against Northern Inyo County Local Hospital District and other Defendants (Government Code Section 54956.9(a)).
12. Return to open session, and report of any action taken in closed session.
 13. Opportunity for members of the public to address the Board of Directors on items of interest.
 14. Adjournment.

THIS SHEET

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- CALL TO ORDER The meeting was called to order at 5:30 pm by Peter Watercott, President.
- PRESENT Peter Watercott, President
 John Ungersma, M.D., Vice President
 M.C. Hubbard, Secretary
 Denise Hayden, Treasurer
- ALSO PRESENT John Halfen, Administrator
 Helena Black, M.D. Chief of Staff
 Douglas Buchanan District Legal Counsel
 Sandy Blumberg, Executive Assistant
- ABSENT D. Scott Clark, M.D., Director
- PUBLIC COMMENT Mr. Watercott asked if any members of the public wished to comment on any items listed on the agenda for this meeting. No comments were heard.
- MINUTES The minutes of the February 16 regular meeting were approved.
- FINANCIAL AND
STATISTICAL REPORTS Mr. Halfen called attention to the financial and statistical reports for the month of January 2011. He noted the statement of operations shows a bottom line excess of revenues over expenses of \$127,362. Mr. Halfen additionally called attention to the following:
- *Inpatient and outpatient service revenue were both over budget*
 - *Total expenses were under budget*
 - *Salaries and wages were on budget, and employee benefits expense was over budget*
 - *Professional Fees Expense was over budget*
 - *The Balance Sheet showed no significant change*
 - *Total net assets continue to grow*
 - *Year-to-date net income totals \$4,463,744*
- Mr. Halfen noted the number of orthopedic surgeries is down and average inpatient days are lower than they were at this time last year. Gross patient revenue was up for the month but is under budget year-to-date. Mr. Halfen also reported the hospital has received prior year settlements totaling \$4,455,385 so the income statement is in great shape for the year. Total expenses and salaries and wages expense are very close to budget and the hospital's investments remain stable at this time. Following review of the information provided, it was moved by John Ungersma, M.D., seconded by Denise Hayden, and passed to approve the financial and statistical reports for the month of January 2011 as presented.
- ADMINISTRATOR'S
REPORT
- BUILDING UPDATE Kathy Sherry, Project Manager for Turner Construction Company reported work continues on the hospital's existing central plant and the new boilers arrived today. Overhead piping for the new central plant is

currently being installed, and overall the construction project is progressing slightly ahead of schedule. Windows are now being installed in the new hospital building and lathe is being applied to the exterior walls. Plaster work will begin this month, followed by application of the outer finish coating on the building, and the plastic will be removed from the structure some time during the month of May. Mr. Halfen also reported that the Northern Inyo Hospital (NIH) Foundation is working on plans to create a healing garden for the new facility.

SECURITY REPORT

Mr. Halfen called attention to the Security report for the month of January, which contained no new security issues of significance.

ORTHOPEDIC UPDATE
AND PHYSICIAN
RECRUITING UPDATE

Mr. Halfen stated recruitment efforts are underway to obtain a new orthopedic surgeon, and to have that physician on board by the start of June. He also stated he has formalized the search for a pediatric physician or pediatric physician assistant (P.A.) to help in the Beck, Casey, and Helvie practice. He also reported the pediatric physicians will soon begin seeing MediCal patients at the NIH Rural Health Clinic, in order to improve the reimbursement rate received for those patients.

PMA PARTNERSHIP
PURCHASE

Mr. Halfen also reported paperwork for the District's purchase of a Pioneer Medical Associates (PMA) partnership interest has been finalized, and the transaction will enter into escrow tomorrow.

ACHD BYLAWS
AMMENDMENT

Mr. Halfen also called attention to a correspondence received from the Association of California Healthcare Districts (ACHD) which reviews proposed changes to their bylaws. Anyone desiring additional information on this subject should contact NIH Board member John Ungersma, M.D., who is also currently a member of the ACHD Board.

CHIEF OF STAFF
REPORT

STAFF RESIGNATION &
LEAVE OF ABSENCE

Chief of Staff Helena Black, M.D. reported the Medical Staff Executive Committee recommends the following action regarding Medical Staff privileging and credentialing:

1. Acceptance of the staff resignation of Miguel Palos, M.D.
2. Granting of a request for leave of absence by Gregory Taylor, M.D.

It was moved by Ms. Hayden, seconded by M.C. Hubbard, and passed to approve the Staff resignation and leave of absence as requested.

POLICY AND
PROCEDURE
APPROVALS

Doctor Black also reported following careful consideration and approval by the appropriate committees, the Medical Executive Committee recommends approval of the following hospital wide policies and procedures:

1. *(MBC) Reporting of Certain Final Decisions or Recommended Actions*
2. *Compliance with New Joint Commission Standard MS 01.01.01*
3. *Interfacility Transfer for Radiologic Imaging and Procedures*

Following review of the information provided it was moved by Doctor Ungersma, seconded by Ms. Hayden, and passed to approve policy and procedures 1 and 3 as recommended. Mr. Halfen and Mr. Buchanan discussed concerns they had about policy #2 (*Compliance with New Joint Commission Standard MS 01.01.01*), regarding the time limitation specified for the Board of Directors to act on amendments to the Medical Staff bylaws defaulting to approval after 60 days. Mr. Halfen asked that the Board approve the policy as is, deleting everything except for the first sentence in item 1G, in order to give Administration time to review and possibly re-write that section. It was moved by Doctor Ungersma, seconded by Ms. Hayden, and passed to also approve policy #2, *Compliance with New Joint Commission Standard MS 01.01.01* as requested, deleting all but the first sentence of paragraph 1G.

OTHER

Doctor Black also informed the Board that the Hospital's Continuing Medical Education (CME) program has been accredited for four more years. She additionally noted anesthesiologist Anthony Schapera M.D. will return to NIH in April, and that his temporary privileges became effective as of today.

NEW BUSINESS

PRACTICE
MANAGEMENT
AGREEMENT, VASUKI
SITTAMPALAM, M.D.

Mr. Halfen called attention to a proposed income guarantee and practice management agreement with Vasuki Sittampalam, M.D., who was in attendance at this meeting. He stated the proposed agreement with Dr. Sittampalam is similar to those entered into with other physician practices, and that it will assist the doctor with management of her office to help ensure that her practice continues to run smoothly for her patients. If approved, the hospital will begin to handle Dr. Sittampalam's financial matters immediately, but the lease for the building will remain in the Doctor's name. The building will also be assessed by an architect in order to determine whether or not it can be converted into a physician provider based Rural Health Clinic, in order to improve provider reimbursement rates. Employees of Dr. Sittampalam's practice (referred to as the Family Health Center or FHC) will likely become hospital employees during the time the agreement is in effect, and it was noted that the agreement may be temporary and the doctor might resume financial management of the practice sometime in the future. Following brief discussion it was moved by Doctor Ungersma, seconded by Ms. Hubbard, and passed to approve the Private Practice Physician Income Guarantee and Practice Management Agreement with Vasuki Sittampalam, M.D. as requested.

Mr. Halfen additionally called attention to a proposed *Cash and Cash Accounts and Accounts Receivable Agreement* with Dr. Sittampalam, which allows the hospital to assume control of her receivables and cash accounts effective immediately. It was moved by Ms. Hubbard, seconded by Doctor Ungersma, and passed to approve the *Cash and Cash Accounts and Accounts Receivable Agreement* with Dr. Sittampalam as requested.

UPGRADE FOR
SIEMENS ANALYZERS

Laboratory Director Leon Freis called attention to a request to upgrade the Siemens Analyzers for the Laboratory Department at a total five-year cost of \$954,369. Mr. Freis stated development of a new platform for the analyzers allows the hospital to eliminate two other machines that are seldom used and no longer supported by the companies which manufactured them. He also stated that the upgrade should save the hospital approximately \$250,000 in costs every five years. Following review of the information provided it was moved by Doctor Ungersma, seconded by Ms. Hubbard, and passed to approve the Siemens analyzer upgrade for the Laboratory Department as requested.

CONSTRUCTION
CHANGE ORDERS

Kathy Sherry, Project Manager with Turner Construction called attention to the following construction change orders requests:

1. COR 104; IB 45, 172, 191, and 196, Site Utility Changes, \$43,291
2. COR 111; IB 78, Decontamination Tank Reconciliation (\$18,508)
3. COR 113; IB 124 and 125, Electrical RFI's, \$8,213
4. COR 124; IB 179, Hard Connection Canopy, \$46,158
5. COR 127; IB 123, Emergency Generator Part 3, \$231,893
6. COR 129; Wage Rate Increase, \$120,000

Ms. Sherry reviewed the reasons for each change order and noted COR 111 represents a credit for a price decrease for the decontamination tank. The other change orders represent improvements and corrections which are in the best interest of the rebuild project, plus a wage rate increase resulting from a delay in the originally scheduled time frame for completion of subcontractor work. Ms. Sherry additionally noted these change orders include final adjustments needed for the electrical portion of the project, and in response to a question raised by Mr. Halfen she stated electrical capability for the new facility will be in excess of 5,000 amps. Stacey Brown, M.D. commented that NIH should consider placing cooling systems for drugs and laboratory samples on back-up emergency power, in the event of a power outage during the (extremely) hot summer months. Following review and discussion of the change orders presented, it was moved by Doctor Ungersma, seconded by Ms. Hayden, and passed to approve all six construction change order requests as requested.

PATHOLOGY
AGREEMENT,
KENNETH SAEGER, MD

Mr. Halfen called attention to a proposed Pathology and Clinical Laboratory Service Agreement with Kenneth Saeger, M.D., for the period March 15 2011 through March 14 2013. He stated Dr. Saeger has successfully addressed concerns regarding the quality of pathology coverage at NIH, and the Medical Staff and Hospital Administration are both satisfied with the adjustments that have been made. Following review of the proposed agreement it was moved by Ms. Hubbard, seconded by Doctor Ungersma, and passed to approve the Pathology and Clinical Service Agreement with Kenneth Saeger, M.D. as requested.

ANESTHESIA
AGREEMENTS

Mr. Halfen also called attention to proposed agreements for anesthesia services with Curtis Schweizer, M.D.; J. Daniel Cowan, M.D., and

Anthony Schapera, M.D.. He noted that the addition of Dr. Schapera will make the other physicians responsible for a lower percentage of anesthesia call, and it will allow two surgery rooms to be working simultaneously more often. Doctors Cowan and Schweizer have agreed to accept lower pay in order to bring Dr. Schapera on board, and they will both benefit from the increased backup and improved surgery coverage. Improvements to anesthesia coverage will also allow the hospital to pursue additional pain management services and offer more surgical space to any orthopedic surgeons who may come on board in the future. Following discussion of the agreements it was moved by Ms. Hayden, seconded by Doctor Ungersma, and passed to approve the anesthesia agreements with Doctors Schweizer, Cowan, and Schapera as presented.

ORTHOPEDIC
RECRUITING AND
INCENTIVES

Mr. Halfen again addressed the importance of adding new orthopedic surgeons to the NIH Medical Staff as soon as possible. He noted Mammoth Hospital has increased its' orthopedic services, and with the departure of Dr. Perry NIH is looking at acquiring at least one new full-time orthopedic surgeon. Mr. Halfen would like to improve the incentives offered to potential orthopedic candidates and do everything possible to get a new orthopedic surgeon on board by the start of June. He requested Board permission to offer a \$50,000 bonus to the first orthopedic surgeon who is recruited and on board by the start of June, and additionally requested the ability to offer a \$25,000 bonus to any successful orthopedic candidate obtained independently of a physician recruiter. Mr. Halfen also noted the \$50,000 bonus would have to be paid back if the physician does not stay for a minimum of 24 months, and in that event the amount would be pro-rated for the 24 month period. Additionally, Mr. Halfen requested an increase to the relocation expense allocation for an incoming orthopedic surgeon to a total of \$26,000. Following discussion of the importance of obtaining an orthopedic surgeon in a timely manner, it was moved by Dr Ungersma, seconded by Ms. Hayden, and passed to approve both orthopedic physician recruitment incentives, as well as the relocation expense increase for incoming orthopedic surgeons as requested.

PMA PARTNERSHIP
REQUEST

Mr. Halfen stated a possible PMA Partnership request will not be discussed at this time, due to the fact that the persons who were potentially going to make the request were not in attendance at this time.

PRACTICE
MANAGEMENT
AGREEMENT WITH
JAMES ENGBY M.D.

Mr. Halfen called attention to a proposed Practice Management Agreement with James Englesby, M.D., who recently joined the Kamei and Hathaway internal medicine practice. The agreement is similar to those entered into with other physicians, however this agreement allows for six months free stay in one of the hospital's leased properties, plus 18 months of free medical dental and vision coverage for Dr. Englesby identical to that provided for a single full-time NIH employee. Following review of the proposed agreement it was moved by Dr. Ungersma, seconded by Ms. Hubbard, and passed to approve the Private Practice

Physician Income Guarantee and Practice Management Agreement with James Englesby, M.D. as requested.

BOARD MEMBER
REPORTS

Mr. Watercott asked if any members of the Board of Directors wished to report on any items of interest. Doctor Ungersma reported he recently attended the Association of California Health Care Districts' (ACHD) Legislative day in Sacramento. At this time the ACHD does not plan to support the current physician employment bill, nor does it plan to endorse a bill proposing blanket workmen's compensation benefit coverage. Anyone who would like additional information on ACHD matters should contact Dr. Ungersma at their convenience.

OPPORTUNITY FOR
PUBLIC COMMENT

In keeping with the Brown Act, Mr. Watercott again asked if any members of the public wished to comment on any items listed on the agenda for this meeting, or on any items of interest. Asao Kamei, M.D. noted the passing of retired hospital Director of Nursing Janie Carrington, R.N. and acknowledged Ms. Carrington's years of service to the residents of the Owens Valley. Ms. Carrington, who also served as Director of the Hospice of the Owens Valley for many years, will truly be missed.

CLOSED SESSION

At 7:17 p.m. Mr. Watercott announced the meeting was being adjourned to closed session to allow the Board of Directors to:

- A. Hear reports on the hospital quality assurance activities, and hear a report from the Medical Staff Executive Committee (Section 32155 of the Health and Safety Code, and Government Code Section 54962).
- B. Confer with legal counsel regarding action filed by John Nesson M.D. against Northern Inyo County Local Hospital District and other Defendants (Government Code Section 54956.9(a)).
- C. Confer with legal counsel regarding action filed by Stephen Johnson and Elizabeth Monahan-Johnson against Northern Inyo County Local Hospital District and other Defendants (Government Code Section 54956.9(a)).

RETURN TO OPEN
SESSION AND REPORT
OF ACTION TAKEN

At 7:36 p.m. the meeting returned to open session. Mr. Watercott announced that the Board took no reportable action.

PUBLIC COMMENT

Mr. Watercott again asked if anyone present wished to comment on any items on the agenda for this meeting, or on any items of interest. No comments were heard.

ADJOURNMENT

The meeting was adjourned at 7:36 p.m..

Signed by: _____
Peter Watercott, President

Attest: _____
M.C. Hubbard, Secretary

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BUDGET VARIANCE ANALYSIS

Feb-11 PERIOD ENDING

In the month, NIH was

	-15%	under budget in IP days;
(	0.009%	) over in IP Revenue and
(	4.8%	) over in OP Revenue resulting in
\$ 241,196	(	3.4%) over in gross patient revenue from budget &
\$ 129,624	(	3.0%) over in net patient revenue from budget

Total Expenses were:

\$ 83,873	(	2.0%)	over budget. Wages and Salaries were
\$ (31,997)	(	-2.1%)	under budget and Employee Benefits
\$ (53,873)	(	-5.8%)	under budget.
\$ 15,322			of other income resulted in a net income of
\$ 228,438	\$	44,171	over budget.

The following expense areas were over budget for the month:

\$ 109,287	33%	Professional Fees
\$ 58,932	22%	Depreciation Expense
\$ 9,209	10%	Interest Expense
\$ 11,978	6%	Bad Debt Expense
\$ 76,420	39%	Other Expenses

Other Information:

42.06%	Contractual Percentages for month
34.20%	Contractual Percentages for Year

\$ 4,692,182 Year-to-date Net Revenue

Special Notes:

Prior Period Adjustment on Income Statement is Final CMSP for 2005

NORTHERN INYO HOSPITAL

Balance Sheet

February 28, 2011

	<u>Current Month</u>	<u>Prior Month</u>	<u>FYE 2010</u>
Current assets:			
Cash and cash equivalents	8,679,050	7,382,076	5,736
Short-term investments	15,396,196	18,452,694	30,262,716
Assets limited as to use	-	-	5,587,596
Plant Expansion and Replacement Cash	602	602	2,099,904
Other Investments (Partnership)	971,107	971,107	971,107
Patient receivable, less allowance for doubtful accounts \$524,439	8,861,781	8,924,530	7,953,621
Other receivables (Includes GE Financing Funds)	536,514	455,562	424,259
Inventories	2,379,750	2,370,373	2,378,072
Prepaid expenses	1,255,434	1,212,981	1,143,283
Total current assets	<u>38,080,436</u>	<u>39,769,925</u>	<u>50,826,294</u>
Assets limited as to use:			
Internally designated for capital acquisitions	749,916	749,888	745,008
Specific purpose assets	797,452	797,452	966,724
	<u>1,547,368</u>	<u>1,547,340</u>	<u>1,711,732</u>
Revenue bond funds held by trustee	<u>2,257,873</u>	<u>2,120,894</u>	<u>7,541,783</u>
Less amounts required to meet current obligations	-	-	5,587,596
Net Assets limited as to use:	<u>3,805,241</u>	<u>3,668,234</u>	<u>3,665,918</u>
Long-term investments	<u>6,455,844</u>	<u>6,455,844</u>	<u>2,824,834</u>
Property and equipment, net of accumulated depreciation and amortization	<u>60,633,876</u>	<u>58,517,137</u>	<u>47,655,595</u>
Unamortized bond costs	<u>975,434</u>	<u>980,060</u>	<u>1,012,587</u>
Total assets	<u>109,950,830</u>	<u>109,391,199</u>	<u>105,985,228</u>

NORTHERN INYO HOSPITAL

Balance Sheet

February 28, 2011

Liabilities and net assets

	<u>Current Month</u>	<u>Prior Month</u>	<u>FYE 2010</u>
Current liabilities:			
Current maturities of long-term debt	255,128	318,235	1,188,561
Accounts payable	1,136,260	785,089	952,032
Accrued salaries, wages and benefits	3,650,068	3,582,744	3,275,053
Accrued interest and sales tax	612,791	438,053	560,578
Deferred income	218,555	261,120	48,296
Due to third-party payors	2,194,554	2,346,608	2,616,629
Due to specific purpose funds	-	-	-
Total current liabilities	8,067,356	7,731,849	8,641,148
Long-term debt, less current maturities	49,020,816	49,020,816	49,020,816
Bond Premium	1,394,734	1,399,077	1,429,475
Total long-term debt	50,415,551	50,419,893	50,450,292
Net assets:			
Unrestricted	50,670,472	50,442,006	45,927,064
Temporarily restricted	797,452	797,452	966,724
Total net assets	51,467,924	51,239,458	46,893,788
Total liabilities and net assets	109,950,830	109,391,199	105,985,228

NORTHERN INYO HOSPITAL

Statement of Operations

As of February 28, 2011

	MTD Actual	MTD Budget	MTD Variance \$	MTD Variance %	YTD Actual	YTD Budget	YTD Variance \$	YTD Variance %	Prior YTD
Unrestricted revenues, gains and other support:									
In-patient service revenue:									
Routine	532,813	592,556	(59,743)	(10.1)	4,270,218	5,142,529	(872,311)	(17.0)	4,686,341
Ancillary	2,046,864	1,963,806	83,058	4.2	14,894,528	17,043,039	(2,148,511)	(12.6)	15,520,373
Total in-patient service revenue	2,579,677	2,556,362	23,315	0.009	19,164,746	22,185,568	(3,020,822)	-13.6%	20,206,714
Out-patient service revenue	4,784,581	4,566,700	217,881	4.8	38,986,271	39,632,468	(646,197)	(1.6)	38,447,989
Gross patient service revenue	7,364,258	7,123,062	241,196	3.40	58,151,017	61,818,036	(3,667,019)	(5.9)	58,654,704
Less deductions from patient service revenue:									
Patient service revenue adjustments	92,748	135,637	42,889	31.6	953,768	1,177,130	223,362	19.0	984,069
Contractual adjustments	2,798,857	2,636,508	(162,349)	(6.2)	21,817,261	22,881,127	1,063,866	4.7	22,962,668
Prior Period Adjustments	(7,889)	-	7,889	100.0	(4,455,385)	-	4,455,385	100.0	(858,192)
Total deductions from patient service revenue	2,883,717	2,772,145	(111,572)	(4.0)	18,315,644	24,058,257	5,742,613	23.9	23,088,545
Net patient service revenue	4,480,541	4,350,917	129,624	3%	39,835,373	37,759,779	2,075,594	5%	35,566,158
Other revenue	20,418	28,863	(8,445)	(29.3)	307,124	250,488	56,636	22.6	228,291
Transfers from Restricted Funds for Other Operating Expenses	80,224	73,376	6,848	9.3	641,793	636,802	4,991	0.8	517,328
Total Other revenue	100,642	102,239	(1,597)	(1.6)	948,917	887,290	61,627	7.0	745,619
Total revenue, gains and other support	4,581,183	4,453,156	128,027	(1.6)	40,784,289	38,647,069	2,137,220	7.1	36,311,777
Expenses:									
Salaries and wages	1,471,047	1,503,044	31,997	2.1	12,416,749	13,044,255	627,506	4.8	11,933,583
Employee benefits	876,693	930,566	53,873	5.8	7,896,965	8,076,036	179,071	2.2	7,979,278
Professional fees	442,961	333,674	(109,287)	(32.8)	3,158,390	2,895,826	(262,564)	(9.1)	3,540,690
Supplies	479,964	518,761	38,797	7.5	3,683,755	4,502,098	818,344	18.2	4,010,461
Purchased services	177,045	234,330	57,285	24.5	1,904,659	2,033,663	129,004	6.3	2,014,866
Depreciation	327,425	268,493	(58,932)	(22.0)	2,612,093	2,330,135	(281,958)	(12.1)	1,787,114
Interest	105,042	95,833	(9,209)	(9.6)	843,577	831,689	(11,888)	(1.4)	866,264
Bad debts	213,737	201,759	(11,978)	(5.9)	1,571,770	1,750,986	179,216	10.2	1,590,948
Other	274,154	197,734	(76,420)	(38.7)	1,794,329	1,716,033	(78,296)	(4.6)	1,611,766
Total expenses	4,368,067	4,284,194	(83,873)	(2.0)	35,882,287	37,180,721	1,298,434	3.5	35,334,969
Operating income (loss)	213,116	168,962	44,154	0.4	4,902,003	1,466,348	3,435,655	3.6	976,809
Other income:									
District tax receipts	42,565	40,238	2,327	5.8	340,519	349,207	(8,688)	(2.5)	349,689
Interest	29,748	14,854	14,894	100.3	210,167	128,907	81,260	63.0	93,189
Other	4,624	4,477	147	3.3	41,091	38,851	2,240	5.8	39,116
Grants and Other Non-Restricted Contributions	-	4,861	(4,861)	(100.0)	40,616	42,187	(1,571)	(3.7)	36,963
Partnership Investment Income	-	-	-	N/A	-	-	-	-	-
Net Medical Office Activity	(61,616)	(49,125)	(12,491)	0.1	(842,213)	(426,339)	(415,874)	(97.6)	(322,862)
Total other income, net	15,322	15,305	17	0	(209,820)	132,813	(342,633)	(258.0)	196,095
Excess (deficiency) of revenues over expenses	228,438	184,267	44,171	24	4,692,182	1,599,161	3,093,021	193.4	1,172,903
Contractual Percentage	42.06%	41.75%			34.20%	41.75%			42.08%

NORTHERN INYO HOSPITAL

Statement of Operations--Statistics

As of February 28, 2011

	Month		Month		Variance		YTD Actual		YTD Budget		Year		Year			
	Actual	Budget	Variance	Percentage	Actual	Budget	Variance	Percentage	Actual	Budget	Variance	Percentage	Actual	Budget	Variance	Percentage
Operating statistics:																
Beds	25	25	N/A	N/A	25	25	N/A	25	25	N/A	N/A					
Patient days	204	241	(37)	0.85	1,730	2,092	(362)	0.83	2,092	2,092	(362)	0.83	2,092	2,092	(362)	0.83
Maximum days per bed capacity	700	700	N/A	N/A	6,075	6,075	N/A	N/A	6,075	6,075	N/A	N/A	6,075	6,075	N/A	N/A
Percentage of occupancy	29.14	34.43	(5.29)	0.85	28.48	34.44	(5.96)	0.83	34.44	34.44	(5.96)	0.83	34.44	34.44	(5.96)	0.83
Average daily census	7.29	8.61	(1.32)	0.85	7.12	8.61	(1.49)	0.83	8.61	8.61	(1.49)	0.83	8.61	8.61	(1.49)	0.83
Average length of stay	3.00	3.13	(0.13)	0.96	2.96	3.14	(0.18)	0.94	3.14	3.14	(0.18)	0.94	3.14	3.14	(0.18)	0.94
Discharges	68	77	(9)	0.88	584	666	(82)	0.88	666	666	(82)	0.88	666	666	(82)	0.88
Admissions	77	77	-	1.00	591	666	(75)	0.88	666	666	(75)	0.88	666	666	(75)	0.88
Gross profit-revenue depts.	4,954,243	4,661,204	293,039	1.06	38,077,445	40,452,572	(2,375,127)	0.94	40,452,572	40,452,572	(2,375,127)	0.94	40,452,572	40,452,572	(2,375,127)	0.94
Percent to gross patient service revenue:																
Deductions from patient service revenue and bad debits	42.06	41.75	0.31	1.01	34.20	41.75	(7.55)	0.82	41.75	41.75	(7.55)	0.82	41.75	41.75	(7.55)	0.82
Salaries and employee benefits	31.69	34.11	(2.42)	0.93	34.81	34.11	0.70	1.02	34.11	34.11	0.70	1.02	34.11	34.11	0.70	1.02
Occupancy expenses	6.10	5.42	0.68	1.13	6.33	5.42	0.91	1.17	5.42	5.42	0.91	1.17	5.42	5.42	0.91	1.17
General service departments	6.09	5.54	0.55	1.10	5.98	5.54	0.44	1.08	5.54	5.54	0.44	1.08	5.54	5.54	0.44	1.08
Fiscal services department	5.15	5.11	0.04	1.01	5.44	5.11	0.33	1.06	5.11	5.11	0.33	1.06	5.11	5.11	0.33	1.06
Administrative departments	4.56	5.11	(0.55)	0.89	5.06	5.11	(0.05)	0.99	5.11	5.11	(0.05)	0.99	5.11	5.11	(0.05)	0.99
Operating income (loss)	0.86	0.85	0.01	1.01	6.13	0.85	5.28	7.21	0.85	0.85	5.28	7.21	0.85	0.85	5.28	7.21
Excess (deficiency) of revenues over expenses	3.10	2.59	0.51	1.20	8.07	2.59	5.48	3.12	2.59	2.59	5.48	3.12	2.59	2.59	5.48	3.12
Payroll statistics:																
Average hourly rate (salaries and benefits)	45.23	43.04	2.19	1.05	44.57	46.69	(2.12)	0.95	46.69	46.69	(2.12)	0.95	46.69	46.69	(2.12)	0.95
Worked hours	44,837.84	44,574.00	263.84	1.01	386,208.09	386,852.00	(643.91)	1.00	386,852.00	386,852.00	(643.91)	1.00	386,852.00	386,852.00	(643.91)	1.00
Paid hours	51,590.04	56,447.00	(4,856.96)	0.91	454,073.11	451,576.00	2,497.11	1.01	451,576.00	451,576.00	2,497.11	1.01	451,576.00	451,576.00	2,497.11	1.01
Full time equivalents (worked)	280.24	278.59	1.65	1.01	279.05	278.91	0.14	1.00	278.91	278.91	0.14	1.00	278.91	278.91	0.14	1.00
Full time equivalents (paid)	322.44	352.79	(30.36)	0.91	328.09	325.58	2.51	1.01	325.58	325.58	2.51	1.01	325.58	325.58	2.51	1.01

NORTHERN INYO HOSPITAL

Statements of Changes in Net Assets

As of February 28, 2011

	<u>Month-to-date</u>	<u>Year-to-date</u>
Unrestricted net assets:		
Excess (deficiency) of revenues over expenses	228,437.92	4,692,182.24
Net Assets due/to transferred from unrestricted	-	(4,557.74)
Interest posted twice to Bond & Interest	-	-
Net assets released from restrictions used for operations	-	50,875.00
Net assets released from restrictions used for payment of long-term debt	(80,224.16)	(641,793.28)
Contributions and interest income	28.08	4,907.83
Increase in unrestricted net assets	148,241.84	4,101,614.05
Temporarily restricted net assets:		
District tax allocation	-	580,947.14
Net assets released from restrictions	-	(765,776.49)
Restricted contributions	-	15,374.00
Interest income	-	183.70
Net Assets for Long-Term Debt due from County	80,224.16	641,793.28
Increase (decrease) in temporarily restricted net assets	80,224.16	472,521.63
Increase (decrease) in net assets	228,466.00	4,574,135.68
Net assets, beginning of period	51,239,457.72	46,893,788.04
Net assets, end of period	51,467,923.72	51,467,923.72

NORTHERN INYO HOSPITAL

Statements of Cash Flows

As of February 28, 2011

	<u>Month-to-date</u>	<u>Year-to-date</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	228,466.00	4,574,135.68
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities: (correcting fund deposit)		
Depreciation	327,424.63	2,612,093.20
Provision for bad debts	213,736.94	1,571,770.29
Loss (gain) on disposal of equipment	29.27	932.72
(Increase) decrease in:		
Patient and other receivables	(231,940.68)	(2,592,185.40)
Other current assets	(51,830.56)	(113,830.27)
Plant Expansion and Replacement Cash	-	2,099,302.52
Increase (decrease) in:		
Accounts payable and accrued expenses	550,668.06	781,715.96
Third-party payors	(152,054.00)	(422,075.76)
Net cash provided (used) by operating activities	884,499.66	8,511,858.94
 Cash flows from investing activities:		
Purchase of property and equipment	(2,444,192.76)	(15,590,402.95)
Purchase of investments	3,056,497.75	11,235,509.30
Proceeds from disposal of equipment	-	(903.45)
Net cash provided (used) in investing activities	612,304.99	(4,355,797.10)
 Cash flows from financing activities:		
Long-term debt	(67,449.45)	(968,173.76)
Issuance of revenue bonds	(136,979.63)	5,283,909.15
Unamortized bond costs	4,626.77	37,153.46
Increase (decrease) in donor-restricted funds, net	(28.08)	164,363.82
Net cash provided by (used in) financing activities	(199,830.39)	4,517,252.67
 Increase (decrease) in cash and cash equivalents	1,296,974.26	8,673,314.51
 Cash and cash equivalents, beginning of period	7,382,076.17	5,735.92
 Cash and cash equivalents, end of period	8,679,050.43	8,679,050.43

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

Month	<u>Operations Checking Account</u>				<u>Time Deposit Month-End Balances</u>							* Total Revenue Bond Funds	General Obligation Bond Fund
	Balance at Beginning of Month	Deposits	Disbursements	Balance at End of Month	Investment Operations Fund	Bond and Interest Fund	Equipment Donations Fund	Childrens Fund	Scholarship Fund	Tobacco Settlement Fund			
January	10,507,916	6,765,249	9,559,496	7,713,669	24,907,772	790,535	26,596	2,815	4,027	723,292	2,120,894	593	
February	7,713,669	7,631,345	6,454,526	8,890,488	21,851,274	790,535	26,596	2,815	4,027	723,320	2,257,873	593	
Prior Year													
March	3,138,266	6,113,051	6,461,223	2,790,095	28,079,592	796,335	26,236	2,640	4,474	718,431	806,520	1,941,078	
April	2,790,095	7,447,491	9,025,365	1,212,221	29,980,448	410,678	26,236	2,640	4,474	718,458	10,978,230	1,941,094	
May	1,212,221	5,617,293	7,530,678	(701,164)	29,528,268	960,093	26,236	2,640	4,574	718,486	11,025,753	1,941,110	
June	(701,164)	10,880,268	10,090,323	88,781	33,086,873	960,184	26,490	2,640	3,824	718,518	7,897,886	1,941,127	
July	88,781	10,753,454	10,191,339	650,897	32,112,550	960,184	26,490	2,640	3,824	723,106	6,720,131	1,941,143	
August	650,897	5,605,016	5,416,671	839,242	30,865,987	960,184	26,590	2,814	18,924	723,138	7,183,224	1,941,159	
September	839,242	29,826,128	30,427,218	238,152	32,060,945	960,301	26,593	2,814	18,926	723,168	5,665,915	588	
October	238,152	6,928,121	6,894,086	272,187	28,514,689	394,548	26,593	2,814	4,026	723,197	3,963,503	593	
November	272,187	14,762,394	6,195,143	8,839,438	22,466,248	245,400	26,593	2,814	4,026	723,230	2,160,323	593	
December	8,839,438	11,892,778	10,224,299	10,507,916	24,092,498	826,410	26,596	2,815	4,027	723,261	1,884,461	593	

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

Investments as of February 28, 2011

Institution	Certificate ID	Purchase Dt	Maturity Dt	Principal	YTM	Broker
Atlantic Richfield Corporate Bond	048825AV5	11-Jun-10	01-Mar-11	\$105,400	1.57%	Multi-Bank Service
LAIF (Walker Fund)	20-14-002 Walker	02-Feb-11	01-Mar-11	\$319,141	0.51%	Northern Inyo Hospital
United States Treasury Note-MBS	912828KH2	07-Sep-10	31-Mar-11	\$2,007,820	0.18%	Multi-Bank Service
United States Treasury Note-MBS	912828KL3	07-Sep-10	30-Apr-11	\$2,008,840	0.19%	Multi-Bank Service
Verizon Wireless CAP LLC Note	92344S-AT-7	18-Jan-11	20-May-11	\$1,011,800	0.26%	Multi-Bank Service
United States Treasury Note-MBS	912828KU3	03-Sep-10	31-May-11	\$2,009,860	0.21%	Multi-Bank Service
United States Treasury Note-MBS	912828LF5	03-Sep-10	30-Jun-11	\$2,014,900	0.22%	Multi-Bank Service
Total Short Term Investments				\$9,477,761		
Florida Power Corp 1st Mortgage	341099-BZ-1	18-Jan-11	15-Jul-11	\$1,031,060	0.32%	Multi-Bank Service
United States Treasury Note-MBS	912828LG3	02-Sep-10	31-Jul-11	\$1,006,960	0.23%	Multi-Bank Service
United States Treasury Note-MBS	912828LG3 .232	03-Sep-10	31-Jul-11	\$1,006,960	0.23%	Multi-Bank Service
United States Treasury Note-MBS	912828LV0	02-Sep-10	31-Aug-11	\$2,014,460	0.27%	Multi-Bank Service
United States Treasury Note-MBS	912828LW8	02-Sep-10	30-Sep-11	\$1,763,230	0.30%	Multi-Bank Service
Union National Bank & Trust CO-FNC	5L27278	19-Oct-09	19-Oct-11	\$250,000	2.00%	Financial Northeast Corp.
Credit Suisse 1st Boston USA Note	22541LAB9	02-Feb-10	15-Nov-11	\$541,865	1.36%	Multi-Bank Service
General Electric CAP Corp	36962G-T3-8	18-Jan-11	15-Nov-11	\$777,968	0.47%	Multi-Bank Service
Worlds Foremost Bank (FNC CD)	5X42688	18-Dec-08	18-Dec-11	\$100,000	4.40%	Financial Northeast Corp.
General Electric CAP Corp	36962GSX8	21-Dec-10	15-Feb-12	\$1,060,060	0.63%	Multi-Bank Service
BP CAP MKTS	05565ABG2	16-Dec-10	10-Mar-12	\$2,570,950	0.81%	Multi-Bank Service
First Republic Bank-Div of BOFA FNC	5L28639	20-May-10	20-May-13	\$150,000	2.40%	Financial Northeast Corp.
First Republic Bank-Div of BOFA FNC	5L28638	20-May-10	20-May-15	\$100,000	3.10%	Financial Northeast Corp.
Total Long Term Investments				\$12,373,513		
Grand Total Investments				\$21,851,274		

Financial Indicators

	Target	Feb-11	Jan-11	Dec-10	Nov-10	Oct-10	Sep-10	Aug-10	Jul-10	Jun-10	May-10	Apr-10	Mar-10
Current Ratio	>1.5-2.0	4.72	5.14	5.39	4.23	5.43	5.34	5.17	5.00	5.88	4.84	4.95	4.34
Quick Ratio	>1.33-1.5	4.20	4.62	4.88	3.54	4.65	4.72	4.62	4.45	5.43	4.22	4.32	3.78
Days Cash on Hand	>75	241.51	235.84	267.12	284.37	241.31	272.45	303.29	277.51	335.40	233.51	230.21	217.46

Northern Inyo Hospital
Monthly Report of Capital Expenditures
Fiscal Year Ending JUNE 30, 2010
As of February 28, 2011

MONTH APPROVED BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
FY 2008-09	Coagulation Analyzer	25,000
FY 2009-10	Platelet Function Analyzer	9,000
	Birch Street Probably Cleanup and Improvements	271,636 *
	PMA-IT Server Room Wiring Project	34,625
	MRI Upgrade	325,318 *
	Nexus VOIP Telephone System	958,776
	AMOUNT APPROVED BY THE BOARD IN PRIOR FISCAL YEARS TO BE EXPENDED IN THE CURRENT FISCAL YEAR	<u>1,624,355</u>
FY 2010-11	Back-Up Battery for CT	24,923 *
	McKesson Paragon Hospital Information System Capital Fees Only	2,687,694
	PenRad Mammography Software	20,000
	AMOUNT APPROVED BY THE BOARD IN THE CURRENT FISCAL YEAR TO BE EXPENDED IN THE CURRENT FISCAL YEAR	<u>2,732,617</u>
	Amount Approved by the Board in Prior Fiscal Years to be Expended in the Current Fiscal Year	1,027,401
	Amount Approved by the Board in the Current Fiscal Year to be Expended in the Current Fiscal Year	<u>2,732,617</u>
	Year-to-Date Board-Approved Amount to be Expended	2,707,694
	Year-to-Date Administrator-Approved Amount	148,893 *
	Actually Expended in Current Fiscal Year	<u>621,877 *</u>
	Year-to-Date Completed Building Project Expenditures	0 *
	TOTAL FUNDS APPROVED TO BE EXPENDED	<u><u>3,478,463</u></u>
	Total-to-Date Spent on Incomplete Board Approved Expenditures	806,310

Northern Inyo Hospital
 Monthly Report of Capital Expenditures
 Fiscal Year Ending JUNE 30, 2010
 As of February 28, 2011

MONTH APPROVED BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
Reconciling Totals:		
	Actually Capitalized in the Current Fiscal Year Total-to-Date	770,769
	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>2,707,694</u>
	ACTUAL FUNDS APPROVED IN THE CURRENT FISCAL YEAR TOTAL-TO-DATE	<u><u>3,478,463</u></u>
	Donations by Auxiliary	0
	Donations by Hospice of the Owens Valley	6,753
	+Tobacco Funds Used for Purchase	0
		<u>0</u>
		<u><u>6,753</u></u>

*Completed Purchase

(Note: The budgeted amount for capital expenditures for all priority requests for the fiscal year ending June 30, 2011, is \$515,769 coming from existing hospital funds.)

**Completed in prior fiscal year

Northern Inyo Hospital
Monthly Report of Capital Expenditures
Fiscal Year Ending JUNE 30, 2010
As of February 28, 2011

Administrator-Approved Item(s)	Department	Amount	Month Total	Grand Total
HVAC for Annex	Maintenance	9,417		
Bidirectional Instrument eSoftware	Lab	7,000		
SureSigns VS3 NBP, SpO2 Monitor	Emergency Room	3,105		
Novarad HI7 Bi-Directional Interfaces	Radiology	10,440		
GP Norlake 16.7ft Refrigerator	Lab	2,066		
ESR Auto Plus Interument	Lab	2,431		
ESR 657 Mixer	Lab	544		
ESR Barcode Wand	Lab	381		
ESR Chex LVLS12 9ML	Lab	306		
MONTH ENDING FEBRUARY 2011			35,690	184,582

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NORTHERN INYO HOSPITAL

SECURITY REPORT

FEBRUARY 2011

FACILITY SECURITY

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

One Panic Alarm occurred during this period that result in Bishop Police response. This was a false alarm.

One Hospital vehicle was found with the keys in the vehicle during this period.

Construction gates were found open twice during this period.

HUMAN SECURITY

On February 1st a disruptive family member of an Ed Patient was asked to leave the Hospital after refusing to comply with requests from Medical and Security Staff. This person complied after being confronted with arrest.

On February 2nd Security Staff assisted with the management of a combative ED patient.

On February 2nd a large group of family and friends of an ED patient were sequestered to the lobby as the result of interference in the ED.

On February 2nd Security Staff assisted with the restraint of an ED patient.

On February 3rd, Security Staff was called to the ED to assist with the Santa's who were being uncooperative.

On February 6th, Security Staff assisted with an uncooperative and intoxicated ED patient. This patient was admitted for further observation. Security stood by with this patient until they went to sleep at 0130. Sometime between 0300 and 0330 this patient left the Hospital undetected and was later located by Bishop Police personnel.

On February 7th, Security was called to the ED for disruptive and uncooperative, intoxicated patient. Security stood by with this patient until discharged.

On February 11th Security stood by in the ED with an emotional and irrational patient.

On February 17th Security assisted Bishop Police personnel with a patient who was taken into custody for 5150.

On February 18th Security stood by in the ED during the treatment of an intoxicated patient.

On February 26th, Security Staff assisted Inyo County Sheriff personnel with an uncooperative and combative arrestee in for medical clearance.

On February 28th, Security assisted Bishop Police personnel with the medical clearance of an uncooperative arrestee.

Security Staff provided Law Enforcement assistance on 10 occasions. Five were for Lab BAC's.

5150 standby was provided on five occasions during this period.

Security Staff provided patient assists twenty eight times in February.

Srd

03/10/11

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LESLIE L. CHAPMAN, CPA
Auditor- Controller
lchapman@inyocounty.us

(760) 878-0343
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(760) 876-5559
FAX: (760) 878-0391



COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER
P. O. Drawer R
Independence, California 93526

March 17, 2011

Carrie Petersen
Northern Inyo Hospital
150 Pioneer Ln.
Bishop, CA 93514

Re: Cequel III Communications Property Tax Refund

Dear Carrie,

There has been a reduction to prior-year assessed property tax values for Cequel III Communication. This reduction in value has triggered a refund to Cequel in the amount of \$493,630.68.

What does this mean for your district? Unfortunately, a portion of the property taxes that were collected and distributed to your district in 2009 will have to be paid back. **Northern Inyo Hospital's portion of the property tax refund is (\$8,404).** This amount is calculated by the percentage of taxes your district received in 2009. For example, if Northern Inyo Hospital received 5% of the total property taxes in 2009, your district will have to repay 5% of the total refund to Cequel.

I understand this is distressing news and could create some financial difficulties for your district, which is why my office will wait until after the April property tax distribution to take back your portion of the refund. Hopefully this will help your district maintain a positive cash flow, and provide some lead-time for your district to plan for the loss of revenue.

I encourage you to contact me if you have any questions. My direct line is 760-878-0253.

Sincerely,


Amy Shepherd
Management Analyst

AMY SHEPHERD
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ashepherd@inyocounty.us

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MAUREEN BARNES
Account Clerk II
mbarnes@inyocounty.us

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NORTHERN INYO HOSPITAL
Northern Inyo County Local Hospital District
Medical Staff Office

150 Pioneer Lane
Bishop, California 93514
(760) 873-2136 voice
(760) 872-5836 fax

TO: Medical Staff Executive Committee
FROM: Helena Black, MD
Medical Staff Executive Committee
DATE: April 5, 2011
RE: Medical Executive Committee report

The Medical Executive Committee met on April 5, 2011.

Following careful review and consideration, the Committee agreed to recommend to the Northern Inyo County Local Hospital District Board of Directors approval of the following:

1. Appointment of Anthony Schapera, MD to the Provisional Active Staff with privileges commensurate with his clinical practice in anesthesiology.
2. Appointment of James Englesby, MD to the Provisional Consulting Staff with privileges commensurate with his clinical practice in internal and family medicine.
3. Grant of additional interventional radiology privileges as requested to Tahoe Carson Radiology affiliate Keith M. Shonnard, MD.
4. Advancement of Tahoe Carson Radiology radiologists Nicholas Carlevato, M.D., Sheldon Kop, M.D., David Landis, MD, Stephen Loos, M.D., Thomas McNamara, M.D., and Keith Shonnard, M.D., certified by the American Board of Radiology, to the Consulting Medical Staff with requested privileges.
5. Emergency Medicine Clinical Privileges form, a subset of the current Medical Staff Clinical Privileges form, with the inclusion of the privilege for focused emergency ultrasound to diagnose acute life-threatening conditions, guide emergent invasive procedures, and treat emergency medicine conditions.

It is further recommended that non-radiologist practitioners who request and are granted the ultrasound privilege be required to fully document the ultrasound exam or procedure in the medical record, including indications for the ultrasound, techniques used, findings, treatment based on findings, and whether an interpretation by a radiologist was sought; the preferred method of documentation is dictation.

Helena Black, M.D., Chief

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Radiology - Patient Priority	
Scope: Departmental	Department: Radiology
Source: Radiology Manager	Effective Date:

Purpose:

To identify the priority of patients when the technologist has to choose which study to do first.

Policy:

The priority of patient examinations follows these criteria:

1. Operating room patients under anesthesia
2. Stat requests in this order
 - a. Code Blue
 - b. ED, ICU, PACU, OB
 - c. Other in-patients
3. Emergency Department, non-stat requests
4. Timed exams, in progress (ex. nuclear medicine patients already injected, timed barium studies etc.)
5. Urgent requests for physicians waiting in the department
6. Fasting patients in this order
 - a. Very young or very old
 - b. Diabetic
 - c. Inpatients
 - d. Outpatients
7. Routine exams by order time (inpatients) or in order scheduled.

Approval	Date
Radiology Committee	2/15/2011
Medical Executive Committee	
Hospital Administration	
District Board of Directors	

Revised:

Reviewed:

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Discharge of Radiology Patients Following Image Guided Procedures	
Scope: Multi-departmental	Department: Radiology
Source: Dickson, Patty	Effective Date:

Purpose:

To ensure outpatients having image guided procedures with sedation or anesthesia are accompanied at the time of discharge.

Policy:

Patients shall be informed of the need for transportation arrangements at the time of scheduling for any procedure requiring IV sedation or anesthesia.

Patients shall not be scheduled for any exam requiring IV sedation or anesthesia until they have verbally assured the clerk scheduling the procedure that arrangements have been made for another individual to drive them home and they will not be driving themselves.

Approval	Date
Radiology Services Committee	2/15/2011
Medical Executive Committee	
Hospital Administration	
District Board of Directors	

Revised:

Reviewed:

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: IV Certification of Radiologic Technologists	
Scope: Departmental	Department: Radiology
Source: Radiology Director	Effective Date: 12/21/2005

PURPOSE:

To insure that radiology technologists can safely perform venipuncture for the purpose of administering medications within the scope of their practice.

POLICY:

1. A Certified Radiologic Technologist (CRT) may, under the general supervision of a licensed physician and surgeon, perform venipuncture in an upper extremity to administer contrast materials, manually or by utilizing a mechanical injector only if the radiologic technologist has been issued a certificate pursuant to California Health and Safety Code 106985(b).
2. The CRT must have completed at least the following:
 - a. Received a total of ten hours of instruction, including all of the following:
 - i. Anatomy and physiology of venipuncture sites.
 - ii. Venipuncture instruments, intravenous solutions, and related equipment.
 - iii. Puncture techniques.
 - iv. Techniques of intravenous line establishment.
 - v. Hazards and complications of venipuncture.
 - vi. Post-puncture care.
 - vii. Composition and purpose of anti-anaphylaxis tray.
 - viii. First aid and basic cardiopulmonary resuscitation.
 - b. Performed ten venipunctures under supervision of a physician, licensed nurse or licensed nuclear medicine technologist.

Committee Approval	Date
Radiology Services Committee	2/15/2011
Medical Executive Committee	
Hospital Administration	
District Board of Directors	

Revised 2/11 PD
 Reviewed
 Supercedes

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Radiology Services Pregnant Personnel	
Scope: Departmental	Department: Radiology
Source: Radiology Director	Effective Date:

Purpose: Teratogenic effects of ionizing radiation in the first trimester of pregnancy have long been known. Although the reported epidemiological association of excess risk in childhood cancer with prenatal radiation exposure of 1 to 10 Rem to the embryo, or fetus, is still uncertain, it is conservative radiation protection philosophy to assume that such a risk may exist. This policy will define NIH's response to this condition.

Policy:

Northern Inyo Hospital will take all necessary steps to reduce the exposure of pregnant personnel to as low as reasonably achievable.

As soon as a radiology technologist believes that she is pregnant, she must notify the Radiology Department Manager.

The following assignments will be allowed:

1. General radiography and fluoroscopy in the department
2. Computed Tomography, mammography, MRI and ultrasound
3. Surgery and portable radiography.

Under no circumstances will pregnant technologists be allowed to hold patients.

Management will notify all appropriate personnel of the pregnancy so that all staff may make every reasonable attempt to ensure that pregnant technologists and technologists in general perform examinations prior to the administration of radionuclides from nuclear medicine.

A second body dosimetry badge shall be acquired for pregnant personnel. It shall be worn at the midsection. When a lead apron is worn, it shall be a wrap-around, and the badge shall be worn under the apron. The dosimetry company shall be informed of the badge's purpose for proper record keeping.

The RSO shall be notified so that potential radiation exposure to the pregnant individual can be evaluated.

1. The occupational exposure of the expectant mother shall not exceed 500 mRem during the full gestational period. (Source: National Council on Radiation Protection and Measurements)
2. Pregnant personnel shall read the pregnancy advisory literature (Appendices A and B, 8.13-3 through 8.13-7, see attachments on left sidebar) and document that fact on the Declaration of Pregnancy form.

Approvals	Date
Radiology Services Committee	2/15/2011
Medical Executive Committee	
Hospital Administration	
District Board of Directors	

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Radiology Services Pregnant Personnel	
Scope: Departmental	Department: Radiology
Source: Radiology Director	Effective Date:

Declaration of Pregnancy

To: _____, **Radiology Department Manager**

In accordance with the NRC's regulations at 10 CFR 20.1208, "Dose to an Embryo/Fetus," I am declaring that I am pregnant. I believe I became pregnant in _____ (only the month and year need to be provided).

I understand the radiation dose to my embryo/fetus during my entire pregnancy will not be allowed to exceed 500 mrem (millirem) (unless that dose has already been exceeded between the time of conception and submitting this letter). I also understand that meeting the lower dose limit may require a change in job or job responsibilities during my pregnancy.

I have received and read Appendices A and B, "Effects on the Embryo/Fetus of Exposure to Radiation and Other Environmental Hazards" and "Pregnant Worker' Guide.

Your Signature

Your printed name

Date

**Northern Inyo Hospital
Medical Staff**

EMERGENCY MEDICINE CLINICAL PRIVILEGES

Core Privileges

Emergency Medicine core privileges include the ability to assess, work up and provide initial treatment to patients of any age who present to the Emergency Department with any illness, injury, condition or symptom. A physician with Emergency Medicine privileges is expected to provide those services necessary to ameliorate minor illness or injuries, provide stabilizing treatment to patients presenting with major illness or injuries and to assess all patients in order to determine if more definitive services are necessary.

To be eligible for core privileges in Emergency Medicine, the applicant must meet the following qualifications:

- Board Certified or Board Eligible in Emergency Medicine, **or**
- Board Certified in Family Practice with current ATLS and ACLS certification.

Other candidates must apply for each procedure separately.

Advanced Life Support Techniques – Including, but not limited to:

_____ Airway maintenance: nasal & oral pharyngeal airways, and esophageal obturator airways

_____ Rapid sequence intubation

_____ Endotracheal and nasotracheal intubation

_____ Cricothyrotomy

_____ Ventilator management

_____ Closed chest massage

_____ EKG interpretation

_____ Defibrillation and electrical cardioversion

_____ Intravenous puncture and catheterization, peripheral and central

_____ Venous cutdown

_____ Arterial puncture and catheterization

_____ Arterial blood gas interpretation

_____ Thoracentesis and tube thoracostomy

_____ Pericardiocentesis

_____ Thrombolytic therapy

_____ Transvenous and external cardiac pacing

General Surgery

_____ Paracentesis and peritoneal lavage

_____ Burn management

_____ Wound exploration and foreign body removal

_____ Wound debridement and laceration repair

_____ Incision and drainage techniques

Neurology

_____ Lumbar puncture

Obstetric/Gynecology

_____ Emergency childbirth

_____ Post-mortem C-section

_____ Bartholin's gland I&D

_____ Sexual assault exam

Ophthalmology

- _____ Slit lamp examination
- _____ Use of ophthalmological instruments i.e. tonometer, burr
- _____ Removal of uncomplicated corneal foreign body

Orthopedics

- _____ Splinting and casting
- _____ Closed reduction of fractures and dislocations
- _____ Revision and closing of simple distal phalangeal open fractures and amputations

Otolaryngology

- _____ Epistaxis management including anterior or posterior packs
- _____ Removal of foreign body
- _____ Reduction of TMJ dislocation

Pediatrics

- _____ All advanced life support delineated in adults
- _____ Umbilical vein catheterization

Psychiatry

- _____ Psychiatric evaluations
- _____ Overdose management

Sedation/Analgesia

Procedural sedation has been defined by this medical staff in the 'Sedation and Anesthesia Care' Policy. Please refer to the policy for specific definitions and criteria.

- _____ Minimal sedation (anxiolysis)
- _____ Moderate sedation
- _____ Deep sedation

Ultrasound (Emergency)

*Requires proof of Emergency Medicine residency training which included US training or certificate of training course with proctoring.

- _____ **Procedural.** To be utilized for localization and assistance with IV access, central lines, bladder localization and aspiration, simple subcutaneous abscess identification, foreign body identification, thoracentesis, and paracentesis.

Limited Diagnostic

- _____ AAA
- _____ Biliary
- _____ Cardiac
- _____ DVT
- _____ Intrauterine pregnancy
- _____ Musculoskeletal
- _____ Ocular
- _____ Thoracic
- _____ Trauma

Urology

Emergency cystogram or retrograde urethrogram

Reduction of paraphimosis and phimosis

Print Name	Sign	Date

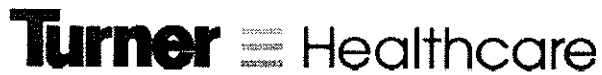
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April Board COR'S

4/7/11	073R1	IB 23 M/S Patient Toilet Rooms	\$8,239
3/29/11	130	Signage reconciliation	\$18,789
3/23/11	134	IB 184 Top track modofications	(\$26,084)
4/7/11	135	IB 157 Revision at Decon and Server Room	\$19,841
4/5/11	136	IB 195 Delete roof mounted lightning protection	(\$36,910)
4/7/11	139	IB 187 Delete Terrazzo pans on plumbing	(\$4,212)
4/7/11	140	IB 140 Lighting Levels	\$55,894
4/7/11	141	IB 199 Delete Circuits for Steam Generators	(\$4,452)
4/6/11	143	IB 148 Electrical portion of FF&E coordination	\$67,038
4/7/11	146	IB 104/173/182 AHU Vestibules and Hydronic Changes	\$53,102
		Total	\$151,245



Turner Construction
Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
phone: 760-582-9020
fax: 760-873-7246

March 30, 2011

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

RE: Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
Project # 1495401
Change Order Request Number COR - 073

Dear Mr. Halfen,

We have finalized the required quotations for the additional work outlined below. Please see the attached supporting documentation for a complete labor, material and equipment estimate of the work.

PCO No	Description	Amount
081	IB 023 Revise typical M / S Patient toilet Rooms.	\$8,239.31
Total Amount	\$8,239.31	

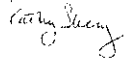
Funding Source: Owner Contingency

This change will also result in a possible schedule impact of 0 days to the project.

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by Eight thousand two hundred thirty nine and 31/100 dollars (\$8,239.31). This approval will also authorize us to issue Subcontract Change Orders accordingly.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience.

Sincerely,



Kathy Sherry
Project Manager

Approved By: _____ Date: _____

John Halfen
CEO - Northern Inyo Hospital

cc: File
CPB

Turner Healthcare

Turner Construction
Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
phone: 760-582-9020
fax: 760-873-7246

March 23, 2011

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

RE: Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
Project # 1495401
Change Order Request Number COR - 130

Dear Mr. Halfen,

We hereby request your formal approval to issue a Subcontract in the amount of \$108,011.00 to Serigraphic Sign Systems for the Signage work on the Northern Inyo Hospital Project included in IB 210. Serigraphic's bid included a local subcontractor Alpine Signs performing a portion of the sign installation. Serigraphic's bid was the low bid out of fifteen bids that Turner received, reference the attached bid spread analysis sheet dated 2/8/11.

In the GMP we included an Allowance of \$90,000. The dollars we are requesting represent the overage of the allowance. Excluded from the bid amount is the concrete, masonry veneer and electrical associated with exterior signage which will be provided by the subcontractors already under contract. For these elements we will carry \$50,000 in our forecasted changes to cover these costs. Additionally we will work with RBB and Serigraphic's to evaluate cost savings solutions for the exterior signage package. We propose to keep interior signage as designed.

PCO No	Description	Amount
8023	Allowance - Signage Reconciliation	\$18,789.00

Total Amount **\$18,789.00**

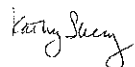
Funding Source: Owner Contingency

This change will also result in a possible schedule impact of 0 days to the project.

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by **Eighteen thousand seven hundred eighty nine and 00/100 dollars (\$18,789.00)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience.

Sincerely,



Kathy Sherry
Project Manager

Approved By: _____ Date: _____

John Halfen
CEO - Northern Inyo Hospital

cc: File, COR 130

Turner Healthcare

Turner Construction
Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
phone: 760-582-9020
fax: 760-873-7246

March 16, 2011

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

RE: Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
Project # 1495401
Change Order Request Number COR - 134

Dear Mr. Halfen,

We have finalized the required quotations for the additional work outlined below. Please see the attached supporting documentation for a complete labor, material and equipment estimate of the work.

PCO No	Description	Amount
309	IB 184 Top Track Attachment Requirement Change. The attachment requirement of top track 16 gauge straps changed from 12" oc to 24" oc.	(\$26,083.71)
Total Amount		(\$26,083.71)

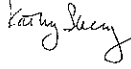
Funding Source: Owner Contingency

This change will also result in a possible schedule impact of 0 days to the project.

Please return one (1) copy of this letter indicating your approval of this Change Order Request which decreases our Contract by **Twenty six thousand eighty three and 71/100 dollars ((\$26,083.71))**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience.

Sincerely,

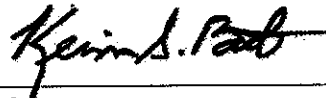


Kathy Sherry
Project Manager

Approved By: _____ Date: _____

J ohn Halfen
CEO - Northern Inyo Hospital

cc: File
CAB
CMB



03/18/11

RBB NOTE:

COR approved contingent on no project time impact inclusive of any extended General Requirements or General Conditions. No additional claims related to this bulletin will be considered at a later date. All costs associated with this bulletin were believed to be included.



Turner Construction
 Northern Inyo Hospital Construction
 150 Pioneer Lane
 Bishop, CA 93514
 P.O. Box 1532
 Bishop, CA 93515
 phone: 760-582-9020
 fax: 760-873-7246

March 17, 2011

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

RE: Northern Inyo Hospital Construction
 150 Pioneer Lane
 Bishop, CA 93514
 P.O. Box 1532
 Bishop, CA 93515
Project # 1495401
Change Order Request Number COR - 135

Dear Mr. Halfen,

We have finalized the required quotations for the additional work outlined below. Please see the attached supporting documentation for a complete labor, material and equipment estimate of the work.

PCO No	Description	Amount
256	IB 157 Locate floor drain/sink and hose bibb in Clean up/Decon Rm. Added trench drains and underground in Server Room.	\$19,841.31

Total Amount \$19,841.31

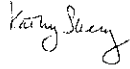
Funding Source: Owner Contingency

This change will also result in a possible schedule impact of 0 days to the project.

Please return one (1) copy of this letter indicating your approval of this Change Order Request which **increases** our Contract by **Nineteen thousand eight hundred forty one and 31/100 dollars (\$19,841.31)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience.

Sincerely,



Kathy Sherry
Project Manager

Approved By: _____ Date: _____

John Halfen
CEO - Northern Inyo Hospital

cc: File, COR 135

WJ
CMB

Turner Construction
Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
phone: 760-582-9020
fax: 760-873-7246

March 29, 2011

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

RE: Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
Project # 1495401
Change Order Request Number COR - 136

Dear Mr. Halfen,

We have finalized the required quotations for the additional work outlined below. Please see the attached supporting documentation for a complete labor, material and equipment estimate of the work.

PCO No	Description	Amount
340	IB 195: Delete roof mounted lightning protection	(\$36,909.84)

Total Amount (\$36,909.84)

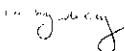
Funding Source: Owner Contingency

This change will also result in a possible schedule impact of 0 days to the project.

Please return one (1) copy of this letter indicating your approval of this Change Order Request which decreases our Contract by **Thirty six thousand nine hundred nine and 84/100 dollars ((\$36,909.84))**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience.

Sincerely,



Kathy Sherry
Project Manager

Approved By: _____
John Halfen
CEO - Northern Inyo Hospital

Date: _____  04/04/11

cc: File



RBB NOTE:
This COR contains Electrical Cost. Because we cannot ask Rex Moore who's cost these are to evaluate them, we don't have the ability to review the scope or cost associated with this change. We only reviewed it from the basic position of entitlement and a quick comparison to the scope included in the IB. We defer to Turner Construction as the Construction Manager for Cost and Quantities.

Turner Construction
Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
phone: 760-582-9020
fax: 760-873-7246

March 25, 2011

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

RE: Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
Project # 1495401
Change Order Request Number COR - 139

Dear Mr. Halfen,

We have finalized the required quotations for the additional work outlined below. Please see the attached supporting documentation for a complete labor, material and equipment estimate of the work.

PCO No	Description	Amount
326	IB 187 Delete Terrazzo pan on Plumbing drawings (RFI 699)	(\$4,212.08)

Total Amount (\$4,212.08)

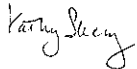
Funding Source: Owner Contingency

This change will also result in a possible schedule impact of 0 days to the project.

Please return one (1) copy of this letter indicating your approval of this Change Order Request which decreases our Contract by **Four thousand two hundred thirteen and 92/100 dollars (\$4,212.08)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience.

Sincerely,



Kathy Sherry
Project Manager

Approved By: _____
John Halfen
CEO - Northern Inyo Hospital

Date: _____  04/05/11

cc: File



RBB NOTE:

COR approved contingent on no project time impact inclusive of any extended General Requirements or General Conditions. No additional claims related to this bulletin will be considered at a later date. All costs associated with this bulletin were believed to be included.

Turner Construction
Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
phone: 760-582-9020
fax: 760-873-7246

March 28, 2011

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

RE: Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
Project # 1495401
Change Order Request Number COR - 140

Dear Mr. Halfen,

We have finalized the required quotations for the additional work outlined below. Please see the attached supporting documentation for a complete labor, material and equipment estimate of the work.

PCO No	Description	Amount
230	IB 140 Lighting Levels	\$55,893.65
Total Amount	\$55,893.65	

Funding Source: Owner Contingency

This change will also result in a possible schedule impact of 0 days to the project.

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by **Fifty five thousand eight hundred ninety three and 65/100 dollars (\$55,893.65)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience.

Sincerely,



Kathy Sherry
Project Manager

RBB NOTE:
Original estimate received from Rex Moor was \$10,000, COR came in much higher.

Approved By: _____
John Halfen
CEO - Northern Inyo Hospital

Date: _____ *Kevin S. Paul* 04/05/11

cc: File



RBB NOTE:
This COR contains Electrical Cost. Because we cannot ask Rex Moore who's cost these are to evaluate them, we don't have the ability to review the scope or cost associated with this change. We only reviewed it from the basic position of entitlement and a quick comparison to the scope included in the IB. We defer to Turner Construction as the Construction Manager for Cost and S quantities.

Turner Construction
Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
phone: 760-582-9020
fax: 760-873-7246

March 29, 2011

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

RE: Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
Project # 1495401
Change Order Request Number COR - 141

Dear Mr. Halfen,

We have finalized the required quotations for the additional work outlined below. Please see the attached supporting documentation for a complete labor, material and equipment estimate of the work.

PCO No	Description	Amount
341	IB 199: Deletion of power circuit for steam generators deleted in IB 079	(\$4,452.29)

Total Amount (\$4,452.29)

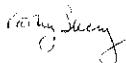
Funding Source: Owner Contingency

This change will also result in a possible schedule impact of 0 days to the project.

Please return one (1) copy of this letter indicating your approval of this Change Order Request which decreases our Contract by **Four thousand four hundred fifty two and 29/100 dollars ((\$4,452.29))**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience.

Sincerely,



Kathy Sherry
Project Manager

Approved By: _____
John Halfen
CEO - Northern Inyo Hospital

Date: _____  04/04/

cc: File

cc: [unclear]

RBB NOTE:
This COR contains Electrical Cost. Because we cannot ask Rex Moore who's cost these are to evaluate them, we don't have the ability to review the scope or cost associated with this change. We only reviewed it from the basic position of entitlement and a quick comparison to the scope included in the IB. We defer to Turner Construction as the Construction
FREK VLSV SW FRH S YERMMW

Turner Healthcare

Turner Construction
Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
phone: 760-582-9020
fax: 760-873-7246

March 31, 2011

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

RE: Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
Project # 1495401
Change Order Request Number COR - 143

Dear Mr. Halfen,

We have finalized the required quotations for the additional work outlined below. Please see the attached supporting documentation for a complete labor, material and equipment estimate of the work.

PCO No	Description	Amount
251	IB 148 Electrical portion of FF&E coordination	\$67,037.95

Total Amount **\$67,037.95**

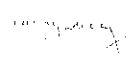
Funding Source: Owner Contingency

This change will also result in a possible schedule impact of 0 days to the project.

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by **Sixty seven thousand thirty seven and 95/100 dollars (\$67,037.95)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience.

Sincerely,


Kathy Sherry
Project Manager

RBB NOTE:
Original estimate received
from Rex Moor was \$7,300,
COR came in much higher.

Approved By: _____
John Halfen
CEO - Northern Inyo Hospital

Date: _____  04/05/11

cc: File, COR 143

RBB NOTE:
This COR contains Electrical Cost. Because we cannot ask Rex Moore who's cost these are to evaluate them, we don't have the ability to review the scope or cost associated with this change. We only reviewed it from the basic position of entitlement and a quick comparison to the scope included in the IB. We defer to Turner Construction as the Construction
1 EREK VLSV SWXERH 5 YERXXWV

Turner Construction
Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
phone: 760-582-9020
fax: 760-873-7246

April 01, 2011

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

RE: Northern Inyo Hospital Construction
150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
Project # 1495401
Change Order Request Number COR - 146

Dear Mr. Halfen,

We have finalized the required quotations for the additional work outlined below. Please see the attached supporting documentation for a complete labor, material and equipment estimate of the work.

PCO No	Description	Amount
307	IB 182 Hydronic Piping Sizing, Victaulic Piping	\$36,886.89
192	IB 104 Eliminate dog houses at rooftop AHU's and provide pipe insulation with heat trace	\$10,988.87
288	IB 173 Piping vestibules added back in (deleted in IB 104)	\$5,226.34

Total Amount \$53,102.10

Funding Source: Owner Contingency

This change will also result in a possible schedule impact of 0 days to the project.

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by **Fifty three thousand one hundred two and 10/100 dollars (\$53,102.10)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

RBB NOTE:

Original Mechanical OPC was based on a smaller scope. As the IB was prepared, additional deficient piping was discovered from the Original NTD Design.

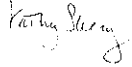
Kevin S. Paul 04/07/11

RBB NOTE:

COR approved contingent on no project time impact inclusive of any extended General Requirements or General Conditions. No additional claims related to this bulletin will be considered at a later date. All costs associated with this bulletin were believed to be included.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience.

Sincerely,



Kathy Sherry
Project Manager

Approved By: _____ Date: _____
John Halfen
CEO - Northern Inyo Hospital

cc: File, COR 146

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**NORTHERN INYO HOSPITAL
AGREEMENT FOR SERVICES OF MEDICAL
DIRECTOR OF HOSPITALIST PROGRAM**

 **DRAFT**

THIS AGREEMENT MADE AND ENTERED INTO this 1st day of January 2011, by and between NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT (hereinafter "Hospital") and Asao Kamei, M.D. (hereinafter "Physician").

**I
RECITALS**

- A. Hospital is located at 150 Pioneer Lane, Bishop, California, and operates therein a service designated as the Hospitalist Service.
- B. Physician is a sole practitioner licensed to practice medicine in the State of California, and is a Diplomate of the American Board of Internal Medicine. Physician has represented, and does represent, to the Hospital that, on the basis of his training or experience, he is knowledgeable in the management of physicians and the requirements of managing a Hospitalist Service.
- C. Hospital desires to contract with Physician to provide professional management of a Hospitalist Service.
- D. The parties desire to enter this Agreement to provide a complete statement of their respective duties and obligations.

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

**II
COVENANTS OF PHYSICIAN**

- I. Physician shall perform the following services:
 - a. Be available as a paid physician to provide full-time management of a Hospitalist Service as described in Exhibit I.
 - b. Physician, in his role as Medical Director, may read or review any chart generated by the Hospitalist Service.
 - c. Make recommendations to appropriate members of the Hospital Medical Staff, Hospital Administration, and the Hospital Staff, with respect to policies and procedures of the Hospitalist Service.

- d. Participate in retrospective evaluation of care provided by the Hospitalist Service.
 - e. Insure that the Service is operated in accordance with all the rules and regulations as may be promulgated by any State, Federal, or local jurisdiction, as well as any credentialing agency that the Hospital aspires to attain.
2. Physician shall at all times comply with the policies, rules, and regulations of the Hospital, subject to State and federal statutes the Service. No part of the Hospital premises shall be used, at any time, by Physician for the general practice of medicine except during the exercise of privileges granted Physician as a member of the Hospital Medical Staff.
 3. Physician agrees to maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred, and revenue acquired, pursuant to this Agreement to the extent, and in such detail, as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature, for which he may claim payment or reimbursement from the Hospital. Physician acknowledges and agrees that any federal office authorized by law shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of Physician which are relevant to this Agreement, at all reasonable times for a period of four (4) years following the termination of this Agreement, during which period Physician shall preserve and maintain said books, documents, papers and records. Physician further agrees to transfer to the Hospital, upon termination of this Agreement, any books, documents, papers or records, which possess long-term (ie. more than four (4) years) value to the Hospital. Physician shall include a clause providing similar access in any subcontract he may enter with a value of more than \$10,000, or for more than a 12 month period, when said sub-contract is with a related organization.
 4. Physician shall, at all times, comply with all relevant policies, rules and regulations of the Hospital, subject to State and federal statutes governing the practice of medicine.

III

COVENANTS OF THE HOSPITAL

1. Hospital shall furnish, for the use of Physician in rendering services hereunder:
 - a. Sufficient space in the Hospital to enable him to perform his duties under this Agreement; and,
 - b. Ordinary janitorial and in-house messenger service, and such electricity for light and power, gas, water, and heat as may be required by him to perform his duties under this Agreement.
 - c. Hospital shall pay Physician, for his services as Medical Director, an administrative fee of \$2500.00 per month for the initial twelve months of this

agreement and \$1,000.00 per month for each additional month thereafter. In addition, Physician shall be paid \$7,000 per week for professional service as a Hospitalist. Physician must take four Hospitalist rotations per year.

d. Hospital shall bill for and retain for all professional fees associated with the Hospitalist Service.

IV GENERAL PROVISIONS

1. Services to be performed by Physician under this Agreement may be performed by other physicians who are approved in writing (which approval is revocable) by Hospital and who shall be members of the Hospital Medical Staff. Physician shall provide an acceptable substitute to perform his duties hereunder during such time as he is absent due to illness, vacation, or attendance at scientific or medical meetings. Notwithstanding anything to the contrary contained herein, Physician shall not have the right to assign this agreement, or any rights or obligations there under, without the written consent of Hospital first had and obtained.

Init (NIH)_____ Init (AK)_____
Effective: 1-1-2011

2. In the performance of his duties and obligations under this Agreement, it is further mutually understood and agreed that:

a. Physician is at all times acting and performing as an independent contractor; that Hospital shall neither have nor exercise any control or direction over the methods by which he shall perform his work and functions (except that Physician shall do so at all times in strict compliance with currently approved methods and practices of internal medicine, and in accord with the Hospital's By-Laws and with the Hospital Medical Staff By-Laws and Rules and Regulations), and that the sole interest of Hospital is to assure that the services of Physician shall be performed and rendered, and the Hospitalist Service shall be operated, in a competent, efficient, and satisfactory manner in accord with the highest medical standards possible.

b. No act, commission, or omission of Physician pursuant to the terms and conditions of this Agreement shall be construed to make or render Physician an agent, employee, or servant of the Hospital.

c. It is the intent of the parties that Physician be an independent contractor, and not an employee, in the performance of his duties under this Agreement. In order to protect the Hospital from liability Physician shall defend, indemnify, and hold harmless the Hospital from liability for any and all claims arising out of the performance of his duties under this Agreement.

3. Physician shall, at all relevant times, be a member of the Hospital Medical Staff.

4. Each party shall comply with all applicable requirements of law relating to

licensure and regulation of both physicians and hospitals.

5. This is the entire agreement of the parties, and supersedes any and all prior oral and/or written agreements. It may be modified only by a written instrument signed by both parties.

6. Whenever, under the terms of this Agreement, written notice is required or permitted to be given, such notice shall be deemed given when deposited in the United States mail, first class postage prepaid, addressed as follows:

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

PHYSICIAN: Asao Kamei, M.D.
152-C Pioneer Lane
Bishop, California 93514

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

7. The term of this Agreement will commence on January 1, 2011 and end at midnight on December 31, 2014.

8. Notwithstanding the aforesaid term, Hospital may terminate this Agreement immediately upon the occurrence of any of the following events:

a. Physician's death, loss of Active Medical Staff membership, loss of license to practice medicine, or loss of Hospital Medical Staff privileges required to render services under this Agreement;

b. Physician's inability to render services hereunder without providing a substitute acceptable to the Hospital;

c. The appointment of a receiver of the assets of Physician, an assignment by him for the benefit of his creditors, or any action taken or suffered by him (with respect to him) under any bankruptcy or insolvency law;

d. Closure of the Hospital;

e. Sixty (60) days after written notice of termination without cause is given by Hospital to Physician. However, the parties understand and acknowledge that termination of this Agreement shall not affect Physician's membership on the Hospital's Medical Staff.

9. Notwithstanding the aforesaid term, Physician may terminate this Agreement:

- a. Upon written 90-day notice.
- b. Immediately, upon death or disability.
- c. Immediately upon Hospital's failure to perform under this agreement.

10. Originals of medical records of the Hospitalist Service are the property of the Hospital and shall be retained at Hospital premises. Physician shall have access to, and may photocopy, such documents and records as may be required for the care of his patients or to perform his duties under this Agreement, provided only that he gives reasonable notice. Physician shall dictate or write all reports required of him by Hospital, for the performance of his duties under this agreement, in a timely manner.

11. This Agreement is for the personal services of Physician and Physician may not assign his rights, duties, obligations or responsibilities there under.

12. Subject to the restrictions against transfer or assignment set forth above, the provisions of this Agreement shall inure to the benefit, and be binding upon, the heirs, successors, assigns, agents, personal representatives, conservators, executors and administrators of the parties.

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

Asao Kamei, M.D.

By _____
Peter Watercott, President
Board of Directors
Northern Inyo County Local
Hospital District

APPROVED FOR FORM:

Douglas Buchanan
District Legal Counsel

EXHIBIT 1

POSITION SUMMARY:

The NIH Hospitalist Medical Director is responsible for:

1. Directing the effective operation of the Hospitalist practice;
2. For overseeing the clinical quality of care provided by the Hospitalist; and for
3. Serving as the primary representative of the Hospitalist practice in interactions with Hospital Administration and the Medical Staff.

Hospitalist Medical Director Duties

1. Schedule the admitting Hospitalist in an equitable manner for their week of hospital rotation. This will be coordinated with the Medical Staff secretary.
2. In case of emergencies will fill schedules with appropriate coverage if the admitting Hospitalist is unable to work their shift.
3. Will monitor the Hospitalist call each 24 hours to help provide assistance if the Hospitalist is busy for 24 hours and unable to sleep during a 24 hour shift. The Hospitalist should not work without sleep for the entire 24 hour period. The Director or his designee will cover so the Hospitalist is allowed to sleep during these times.
4. Records for each Hospitalist call will be maintained by the Director and the Medical Staff secretary. Reimbursement will be documented by these records.
5. In cases of disputes with scheduling, reimbursement, patient care, hospital ancillary staff, and/or Medical Staff the Director will mediate or review each event. Existing Medical Staff policies and Hospital policies shall be followed regarding disputes.
6. Charts will be reviewed under the clinical indicators for medicine and ICU. Cases may be referred to other Physicians for review. Outside medical reviews may be requested by the Director. Nothing herein shall limit or prevent the Medical Staff or Hospital from its duties, rules, or policies regarding peer review.
7. Report directly to the Hospital CEO
8. The Director may review all patients' records while patient is admitted to NIH.
9. Consult with the Hospitalists or any other physician on the Medical Staff
10. The Director will arrange for his own coverage during his absence. The Acting Director will be a member of the Hospitalist program and be on Active Medical Staff at NIH.
11. The Director will participate in the development of the hospital information system's computerized physician order entry module.

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NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

 **DRAFT**

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 _____, MD agree 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 a Hospitalist Service, hereinafter referred to as "Service", to serve the members of the community and other persons who may require immediate medical and/or hospital service.
2. Physician is duly licensed under the laws of the State of California, and has experience in providing primary and intensive patient care.
3. District has concluded that engaging Physician is the most desirable course of action considering both the cost and quality of service, as compared to other arrangements and providers available to the District.
4. The parties 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 Physician during the term hereof and during the hours hereinafter specified, the space that is now or may be hereafter occupied by the Service. District shall also provide Physician an appropriately furnished room, in which they may rest when their services are not otherwise required, together with meals while they are on duty. In addition, Physician will be provided with office space suitable for the administration of the Service.
2. **Equipment and Supplies.** District shall provide, at its own expense, for the use of Physician, all necessary expendable and non-expendable medical equipment, drugs, supplies, furniture and fixtures as are necessary for the efficient operation of the Service. District shall consult with Physician regarding decisions that affect the selection and furnishing of particular facilities, equipment and supplies.

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

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

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

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

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

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

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

7. **District and Government Authorities.** Physician, in connection with the operation and conduct of the Service, shall comply with all applicable provisions of law, and other valid rules and regulations of the District's Board of Directors, its organized Medical Staff and all governmental agencies having jurisdiction over; (i) the operation of the District and services; (ii) the licensing of health care practitioners; (iii) and the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care at the

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

District, including but not limited to rules and regulations promulgated with respect to the transfer of patients from the Hospitalist Service.

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

9. Compensation. Physician shall receive \$7500 for each full rotation worked and production and efficiency compensation as delineated.

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

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

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

_____, MD

Bishop, CA 93514

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

11. Liability Insurance. Physician agrees to procure and maintain, throughout the term of this Agreement, at his/her sole expense, a policy of professional liability (malpractice) insurance coverage with limits of at least \$1,000,000 for any one occurrence, and \$3,000,000 annual aggregate coverage per subcontracting physician. District agrees to cooperate with the Physician in connection with the purchase and maintenance of such coverage.

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

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

14. Term. The term of this Agreement shall be from _____ to _____.

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

1. Upon the failure of Physician to provide the services required to be provided by Physician for a period in excess of one (1) hour unless other acceptable coverage is arranged.

2. Upon a determination by a majority of Hospital's Board of Directors, after consultation with; the Executive Committee of the Medical Staff, that Physician, or any physician provided by Physician have been guilty of professional incompetence, have failed to maintain the Service in a manner consistent with the highest standards maintained for the operation of the Service in comparable hospitals, or are otherwise bringing discredit upon the Hospital or its Medical Staff in the community.

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

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

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

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

17. Liquidated Damages. The Physician understands that the District will be damaged in the event that the Physician fails to fulfill the terms of this agreement and hereby agrees that such failure is worth \$2500 a day. The Medical Executive Committee shall be the sole determiner of the existence of damages.

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

19. Accounts and Records. Physician agrees to maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Agreement to the extent and in such detail as will properly reflect all net costs direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which payment or reimbursement is claimed. The Authorized Federal Office shall have access for the purpose of audit and examination to any books, documents, papers, and records of Physician, which are pertinent to this Agreement, at all reasonable times during the period of retention provided for in the following paragraph.

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

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

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

20. 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 Physician at: _____
Bishop, Ca. 93514

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

DISTRICT:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

BY _____
John Halfen
Administrator

PHYSICIAN:

BY _____
_____, MD

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

SCHEDULE A

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

SCHEDULE B

1. \$50.00 PER DISCHARGE (NOT BETWEEN INPATIENT UNITS) PER ROTATION IN EXCESS OF 15 DISCHARGES.
2. \$30 PER HOUR OF ON SITE COVERAGE IN EXCESS OF 60 HOURS
3. \$30.00 PER HOUR FOR ONSITE SERVICE FOR PREMIUM HOURS DEFINED AS 12AM (MIDNIGHT) UNTIL 6AM.

NORTHERN INYO HOSPITAL
 PHYSICIAN HOSPITALIST AGREEMENT

ATTACHMENT A

HOSPITALIST WEEKLY TIME SHEET
WEEK ENDING: _____

HOURS:

Sat.	Sun.	Mon.	Tues.	Weds.	Thurs.	Fri.	Total	Amount over 60
								\$ -

PREMIUM HOURS (12 a.m. to 6 a.m.):

Sat.	Sun.	Mon.	Tues.	Weds.	Thurs.	Fri.	Total	Hours @ \$30
								\$ -

DISCHARGES (Including Transfers):

Sat.	Sun.	Mon.	Tues.	Weds.	Thurs.	Fri.	Total	Discharge over 15
								\$ -

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

ATTACHMENT B

Medicare Allocation and Time Records

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

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**NORTHERN INYO HOSPITAL
AGREEMENT FOR SERVICES OF MEDICAL
DIRECTOR OF PHARMACY DEPARTMENT**

THIS AGREEMENT MADE AND ENTERED INTO on this 1st day of January 2011, by and between NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT (hereinafter "Hospital") and Nickoline Hathaway, M.D. (hereinafter "Physician").

**I
RECITALS**

- A. Hospital is located at 150 Pioneer Lane, Bishop, California, and operates therein a service designated as the Pharmacy Department.
- B. Physician is a sole practitioner licensed to practice medicine in the State of California, and is a Diplomat of the American Board of Internal Medicine. Physician has represented, and does represent, to the Hospital that, on the basis of her training or experience, she is knowledgeable in pharmaceutical management and administration and is readily available to attend to the clinical needs of the department.
- C. Hospital desires to contract with Physician to provide professional consultation on patients at the Hospital and to serve as the physician in charge of the Pharmacy Department in regards to the needs of the department and of the Pharmacy and Therapeutics Committee.
- D. The parties desire to enter this Agreement to provide a complete statement of their respective duties and obligations.

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

**II
COVENANTS OF PHYSICIAN**

- I. Physician shall perform the following services:
 - a. Be available as a paid physician to provide guidance and consulting to the Pharmacy Department as described in Exhibit I.
 - b. Physician shall complete time study reports (Exhibit II) on a timely basis.
 - c. Physician, in her role as Medical Director, may review the chart of any patient

seen in the Hospital.

d. Make recommendations to appropriate members of the Hospital Medical Staff, Hospital administration, and the Hospital staff, with respect to policies and procedures of the Pharmacy Department.

e. Participate in retrospective evaluation of care provided by the Pharmacy Department.

f. Insure that the department is operated in accordance with all the rules and regulations as may be promulgated by any State, Federal, or local jurisdiction, as well as any credentialing agency that the Hospital aspires to attain.

2. Physician shall at all times comply with the policies, rules, and regulations of the Hospital, subject to State and federal statutes covering her practice. No part of the Hospital premises shall be used, at any time, by Physician for the general practice of medicine except during the exercise of privileges granted Physician as a member of the Hospital Medical Staff.
3. Physician agrees to maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred, and revenue acquired, pursuant to this Agreement to the extent, and in such detail, as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature, for which she may claim payment or reimbursement from the Hospital. Physician acknowledges and agrees that any federal office authorized by law shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of Physician which are relevant to this Agreement, at all reasonable times for a period of four (4) years following the termination of this Agreement, during which period Physician shall preserve and maintain said books, documents, papers and records. Physician further agrees to transfer to the Hospital, upon termination of this Agreement, any books, documents papers or records, which possess long-term (i.e. more than four (4) years) value to the Hospital. Physician shall include a clause providing similar access in any subcontract she may enter with a value of more than \$10,000, or for more than a 12 month period, when said sub-contract is with a related organization.
4. Physician shall, at all times, comply with all relevant policies, rules and regulations of the Hospital, subject to State and federal statutes governing the practice of medicine.

III **COVENANTS OF THE HOSPITAL**

1. Hospital shall furnish, for the use of Physician in rendering services hereunder:
 - a. Sufficient space in the Hospital to enable her to perform her duties under this Agreement; and,

b. Ordinary janitorial and in-house messenger service, and such electricity for light and power, gas, water, and heat as may be required by her to perform her duties under this Agreement.

c. Hospital shall pay Physician, for her services as Medical Director, an administrative fee of \$600.00 per month. For services listed in Exhibit I said sums are payable on the tenth (10th) day of the calendar month immediately following the month that the service was performed. Payments made pursuant to this Paragraph 7 shall be deemed Physician's full, complete, and reasonable compensation for services under this Agreement. These rates will be adjusted annually by the amount of the NIH employee Board approved Cost of Living Adjustment.

IV **GENERAL PROVISIONS**

1. Services to be performed by Physician under this Agreement may be performed by other physicians who are approved in writing (which approval is revocable) by Hospital and who shall be members of the Hospital Medical Staff. Physician shall provide an acceptable substitute if needed to perform her duties hereunder during such time as she is absent due to illness, vacation, or attendance at scientific or medical meetings. Notwithstanding anything to the contrary contained herein, Physician shall not have the right to assign this agreement, or any rights or obligations there under, without the written consent of Hospital first had and obtained.

2. In the performance of her duties and obligations under this Agreement, it is further mutually understood and agreed that:

a. Physician is at all times acting and performing as an independent contractor; that Hospital shall neither have nor exercise any control or direction over the methods by which she shall perform her work and functions (except that Physician shall do so at all times in strict compliance with currently approved methods and practices of internal medicine and pharmacology, and in accord with the Hospital's Bylaws and with the Hospital Medical Staff Bylaws and Rules and Regulations), and that the sole interest of Hospital is to assure that the services of Physician shall be performed and rendered, and the Pharmacy Department shall be operated, in a competent, efficient, and satisfactory manner in accord with the highest medical standards possible.

b. No act, commission, or omission of Physician pursuant to the terms and conditions of this Agreement shall be construed to make or render Physician an agent, employee, or servant of the Hospital.

c. It is the intent of the parties that Physician be an independent contractor, and not an employee, in the performance of her duties under this Agreement. In order to protect the Hospital from liability Physician shall defend, indemnify, and hold harmless the Hospital from liability for any and all claims arising out of the performance of her duties under this Agreement.

3. Physician shall, at all relevant times, be a member of the Hospital Medical Staff.
4. Each party shall comply with all applicable requirements of law relating to licensure and regulation of both physicians and hospitals.
5. This is the entire agreement of the parties, and supersedes any and all prior oral and/or written agreements. It may be modified only by a written instrument signed by both parties.
6. Whenever, under the terms of this Agreement, written notice is required or permitted to be given, such notice shall be deemed given when deposited in the United States mail, first class postage prepaid, addressed as follows:

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

PHYSICIAN: Nickoline Hathaway, MD
152-C Pioneer Lane
Bishop, California 93514

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

7. The term of this Agreement will commence on January 1, 2011 and end at midnight on December 31, 2014.
8. Notwithstanding the aforesaid term, Hospital may terminate this Agreement immediately upon the occurrence of any of the following events:
 - a. Thirty day notice to physician with or without cause.
9. Notwithstanding the aforesaid term, Physician may terminate this Agreement:
 - a. Upon written 90-day notice.
 - b. Immediately, upon death or disability.
 - c. Immediately upon Hospital's failure to perform under this agreement.
10. Originals of medical records of the Pharmacy Department are the property of the Hospital and shall be retained at Hospital premises. Physician shall have access to, and may photocopy, such documents and records as may be required for the care of her patients or to perform her duties under this Agreement, provided only that she gives reasonable notice. Physician shall dictate or write all reports required of her by Hospital, for the performance of her duties under this agreement, in a timely manner.

11. This Agreement is for the personal services of Physician and Physician may not assign her rights, duties, obligations or responsibilities there under.

12. Subject to the restrictions against transfer or assignment set forth above, the provisions of this Agreement shall inure to the benefit, and be binding upon, the heirs, successors, assigns, agents, personal representatives, conservators, executors and administrators of the parties.

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

Nickoline Hathaway, M.D.

By _____
Peter Watercott, President
Board of Directors
Northern Inyo County Local
Hospital District

APPROVED FOR FORM:

Douglas Buchanan
District Legal Counsel

EXHIBIT I

SERVICES FOR CONTRACT

Physician shall meet monthly to

1. Organize, manage, and attend Pharmacy and Therapeutics Committee meetings
2. Review charts as requested
3. Be available to the Pharmacy Director and Medical Staff for at least one 1 hour meeting per month.
4. Analyze and trend medication error and occurrence reports from previous month.
5. Provide physician direction to MAIC for actions to take on response to trends
 - a. Review physician specific errors as needed
 - b. Provide direction for actions to take relative to the physician specific errors.
6. Consult with pharmacists on practice changes proposed by pharmacists
7. Consult with pharmacists on procedural changes proposed by pharmacists.
8. Consult with pharmacists on drug specific clinical issues that have arisen in the previous month.
9. Review adverse drug events to determine causality in consultation with pharmacists.
10. Review pharmacist performance improvement data.
11. Review requests for formulary additions or deletions.
12. Suggest drug use evaluation subject matter and evaluation criteria.
13. Review results of drug use evaluations with pharmacists.
14. Participate in the development of the hospital information system's computerized physician order entry module.

THIS SHEET

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**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

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

PURPOSE:

To comply with 45CFR164.530(e)(1) which requires “a covered entity must have and apply appropriate sanctions against members of its workforce who fail to comply with the privacy policies and procedures of the covered entity”

POLICY:

Definitions:

“Sanction” means training with documentation of an inadvertent violation in the employee record, disciplinary action or termination

“Workforce” means employees, volunteers, vendors and business associates.

“Inadvertent violation” means an error that results in a breach of privacy made while following hospital policies and procedures.

“Negligent violation” means a breach of privacy made while incorrectly following or not following hospital policies and procedures.

“Deliberate violation” means a breach of privacy made while willfully not following hospital policy.

Levels of Sanctions for Employees:

1. Counseling Memo with or without Training with documentation

This level of sanction will be applied for

- a. Inadvertent violation, such as when an employee makes an error such as transposition of numbers, or pressing a wrong pre-programmed fax number for the first time
- b. Inadvertent violation for a second time, after a lapse of 180 days (6 months) from the first inadvertent violation.

2. Written warning with retraining with documentation

This level of sanction will be applied for

- a. Negligent violation such as
 - i. Failing to check a guarantor or insurance provider when registering a patient
 - ii. Failing to check that the provider selected for an outpatient order matches the written order presented by the patient.
 - iii. Faxing PHI to an unverified fax number

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

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

- iv. 2 or more inadvertent violations within a 180 days (6 months) period.

3. Written warning with suspension

This level of sanction will be applied for

- a. Two negligent violations within 6 months.
- b. A deliberate violation, resulting in PHI being disclosed to an unauthorized healthcare provider, governmental institution, payer, or other individual.
- c. Up to 4 inadvertent violations within a 6 month period.
- d. Accessing a PHI-containing record, where there is no legitimate business reason, discovered by audit, report of a whistleblower, or by serendipitous discovery.

4. Immediate loss of employment

This level of sanction will be applied for

- a. Three negligent violations within 12 months, or 4 negligent violations within 24 months.
- b. Five or more inadvertent violations within a 12 month period.
- c. Accessing a PHI-containing record, where there is no legitimate business reason, discovered upon investigation of a patient complaint.
- d. Deliberate, unauthorized disclosure of PHI by any means, discovered by audit, report of a whistleblower, or upon investigation of a patient complaint.
- e. Any attempt to use or disclosure information for personal or commercial gain.

5. Whistleblower protection

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

Levels of Sanctions for Volunteers

1. Written warning with retraining

This level of sanction will be applied for

- a. Inadvertent violation, such as when an employee makes an error such as transposition of numbers, or pressing a wrong pre-programmed fax number for the first time
- b. Inadvertent violation for a second time, after a lapse of 6 months from the first inadvertent violation

2. Loss of Volunteer Status

This level of sanction will be applied for

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

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

- a. Any repeated inadvertent or negligent disclosure or access of PHI
- b. Any deliberate disclosure or access of PHI

6. Levels of Sanctions for Vendors

Any representative of a Vendor who discloses PHI or who accesses PHI without permission and a legitimate business reason will be immediately excluded from any activity in the hospital indefinitely.

7. Levels of Sanctions for Business Associates

Business Associates shall be sanctioned in accordance with their Business Associates' agreements.

8. Levels of Sanctions for Physicians

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

Approval	Date
Compliance Committee	3/18/2011
Administration	
Board of Directors	

Revised
Reviewed
Supercedes

END