



Northern Inyo County Local Hospital District

Board of Directors Regular Meeting

Wednesday September 15 2010; 5:30pm

*Board Room
Northern Inyo Hospital*

AGENDA
NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT
BOARD OF DIRECTORS MEETING
September 15, 2010 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 July 21 2010 regular meeting.
4. Financial and Statistical Reports for the months of June and July 2010; John Halfen.
5. Administrator's Report; John Halfen.
 - A. Building Update
 - B. Security Reports
 - C. Annual audit results
 - D. Inyo County Treasury Pool statement
 - E. Kitchen Inspection
 - F. November 2 Election
 - G. California Physician Facts & Figures (*handout*)
 - H. Other
6. Chief of Staff Report; Helena Black, M.D.
 - A. Medical Staff appointments and privileging (*action items*):
 1. Additional Privilege for Thomas Boo, M.D.
 - B. Policy and Procedure approvals (*action items*):
 1. *Prostaglandin or Cervidil Vaginal Insert for Cervical Ripening*
 2. *Pitocin Induction or Augmentation of Labor*
 - C. Physician Assistant applicants, Northern Inyo Hospital Rural Health Clinic (*action items*).
 - D. Physician Assistant Protocols for Northern Inyo Hospital's Rural Health Clinic (*action items*):
 1. *General Policy for RHC Physician Assistants*
 2. *Management of Acute Illness for Rural Health Clinic Physician Assistants*
 3. *Adult Health Maintenance for Rural Health Clinic Physician Assistants*
 4. *Management of Chronic Illness for Rural Heal Clinic Physician Assistants*
 5. *Emergency Care Policy for Rural Health Clinic Physician Assistants*
 6. *Laboratory & Diagnostic Testing for RHC Physician Assistants*
 7. *Minor Surgical Policy for Rural Health Clinic Physician Assistants*
 8. *Management of Minor Trauma for Rural Health Clinic Physician Assistants*
 9. *Well Child Care Policy for Rural Health Clinic Physician Assistants*
 - E. Other

7. Old Business

(None)

8. New Business

A. Construction Change Order Requests 52, 56, and 59 (*action items*).

B. Contract renewals/extensions (*action items*):

1. Kenneth Saeger, M.D. (*Pathology*) and sidebar regarding Natalie Z. Mills, M.D.

2. Security Officer Agreements (*S. Day, D. Nolan, F. Gomez, C. Carter*)

3. Lead Security Officer Agreement (*S. Day*)

4. Chief of EKG Agreement, *Asao Kamei, M.D.*

5. Director of Respiratory Therapy, *Asao Kamei, M.D.*

6. M.O.U. with *Tomi Bortolazzo, M.D.*

7. Real Estate Lease for 331 Clarke Street

8. Real Estate Lease for 768 W. Pine Street

9. Office Lease, 152-D Pioneer Lane

10. Rural Health Clinic Director, *Stacey Brown M.D.*

11. Rural Health Clinic Staff Physician Agreement, *Michael Phillips, M.D.*

C. Emergency Department physician coverage proposals (*action item*).

D. Non-Discrimination Policy and Procedure (*action item*).

E. NIH Auxiliary Bylaws, annual approval (*action item*).

F. Policy and Procedure manuals annual approval (*action items*):

1. Central Supply

13. MRI Safety

2. Emergency Room

14. Nuclear Medicine

3. ICU Unit

15. Nursing Administration

4. Infection Control

16. OB Unit

5. Laboratory Manual

17. Pharmacy

6. Language Services

18. Radiation Safety

7. Outpatient Unit

19. Respiratory Therapy

8. PACU Unit

20. Rural Health Clinic

9. Pediatric Unit

21. Safety

10. Radiology

22. Staff Development

11. Mammography & MSQA

23. Surgical Services Unit

12. Med-Surg Unit

- G. MDV Rate Increase (*action item*)
- H. Radiology purchase, battery back-up for CT Scanner (*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 5:34 p.m. by Peter Watercott, President.
- PRESENT Peter Watercott, President
John Ungersma, M.D., Vice President
M.C. Hubbard, Secretary
Denise Hayden, Treasurer
D. Scott Clark, M.D., Director
Charlotte Helvie, M.D., Immediate Past Chief of Staff
- ALSO PRESENT John Halfen, Administrator
Douglas Buchanan, Hospital District Legal Counsel
Sandy Blumberg, Administrative Secretary
- ALSO PRESENT FOR
RELEVANT PORTION(S) Dianne Shirley, R.N. Performance Improvement Coordinator
- PUBLIC COMMENTS
ON AGENDA Mr. Watercott asked if any members of the public wished to address the Board on any items listed on the agenda for this meeting. Area resident Marilyn Briggs was present to register a concern regarding patient services in the Northern Inyo Hospital (NIH) Radiology Department. Ms. Briggs was assured that her concerns would be addressed and she would receive a response to them in a timely manner; however it was noted the concerns may be a result of misinformation received from an outside party.
- MINUTES The minutes of the June 16 2010 meeting were approved.
- FINANCIAL AND
STATISTICAL REPORTS Mr. Halfen called attention to the financial and statistical reports for the month of May 2010. He noted the statement of operations shows a bottom line excess of revenues over expenses of \$44,256.00. Mr. Halfen additionally called attention to the following:
- *Inpatient service revenue was under budget, and outpatient service revenue was over budget*
 - *Total expenses were over budget*
 - *Salaries and wages and employee benefits expense were all over budget*
 - *Professional fees expense was under budget*
 - *The Balance Sheet showed no significant change*
 - *Total net assets continue to grow*
 - *Year-to-date net revenue totals \$2,604,527*
- Mr. Halfen reviewed the status of the hospital's investments, which remain stable at this time. Carrie Petersen, Controller, noted that the Hospitals' MediCal reimbursement rate will increase as a result of the filing of the Hospital's most recent cost report. Following review of the information provided it was moved by M.C. Hubbard, seconded by

ADMINISTRATOR'S
REPORT

Denise Hayden, and passed to approve the financial and statistical reports for the month of May 2010 as presented.

BUILDING UPDATE

John Hawes with Turner Construction Company reported the last of the slab for the new hospital building and the central plant has been poured; central plant walls will go up next; then concrete for the second floor and roof will be poured. Once those portions of the project have been completed concrete for the sidewalks and curbs will be poured; then the closing in of the new hospital building will begin. Kathy Sherry, also with Turner Construction Company noted Turner recently received Office of Statewide Healthcare Planning and Development (OSHPD) approval of design change orders that were submitted.

WE CARE PROGRAM
UPDATE

Mr. Halfen reported that *We Care* program services will only be offered to area (local) residents at this time, but it is possible the program will be expanded to allow more individuals to participate in the future.

CHIEF OF STAFF
REPORT

Charlotte Helvie, M.D., Immediate Past Chief of Staff reported the Medical Staff requests that the hospital purchase a dedicated email and document server for Medical Staff use (with a service agreement put in place between the Hospital and the NIH Medical Staff) for the purpose of ensuring the highest possible level of confidentiality of physician correspondences. Mr. Halfen agreed with the intent of the purchase but noted his feeling that it may not accomplish all that the Medical Staff hopes that it will, and he stated that further investigation on this topic may be warranted. Following discussion and in consideration of the fact that the costs associated the purchase may be larger than it appears at the outset; the Board determined that this topic should be revisited in the future once more research has been conducted into the available options and exact specifications and cost of the equipment proposed for purchase has been determined. It was also suggested that the possibility of the Medical Staff using a virtual server might be investigated as well.

Doctor Helvie also reported a letter of resignation from the NIH Medical Staff has been received from orthopedic surgeon John Perry, M.D., who will be relocating his practice out of this area.

OLD BUSINESS

ACTUARIAL
VALUATION AS OF
JANUARY 1, 2010

Mr. Halfen referred to the Milliman (pension plan) Actuarial Valuation as of January 1, 2010 which is prepared for the District on an annual basis. The report shows the Hospital's pension plan is appropriately funded at approximately 125% of the accumulated benefit obligation, and that NIH's plan is currently well above the minimum funding requirement. As a result of the annual valuation Milliman recommends the District fund the plan at a rate of \$240,000 per month for the upcoming fiscal year. Mr. Halfen asked the Board to accept the audit and approve the funding level

NEW BUSINESS

as suggested, and it was moved by Ms. Hubbard, seconded by John Ungersma, M.D. and passed to approve the Milliman actuarial valuation and funding rate as recommended.

HIGH SIERRA ULTRA
MARATHON

Marie Boyd, R.N., race director for the Bishop High Sierra Ultra Marathon was present to report that this years' race was once again a great success. Ms. Boyd thanked hospital administration; Stacey Brown M.D.; aid station workers; and race participants for doing their part to help make the event successful, and she reported that this year the race raised \$10,500 for the NIH Foundation. The Board thanked Ms. Boyd for her tireless dedication to this fundraising event, and noted that the race is a creative undertaking that promotes the Hospital and the Hospital Foundation in a uniquely positive way.

CHARITY CARE AND
UNDOCUMENTED
PERSONS

Mr. Halfen reported that the topic of charity care in regard to undocumented persons will be discussed at the next regular meeting of the District Board.

ELECTION OF
DISTRICT BOARD
TREASURER

Mr. Watercott noted that as a result of the departure of Board Member Michael Phillips, M.D. an election is necessary to select a new District Board Treasurer. Mr. Halfen noted it would be helpful to select a treasurer who is in town on a regular basis and who is easily available to sign documents when needed. Following brief discussion it was moved by Mr. Watercott, seconded by Doctor Ungersma, and passed to elect Denise Hayden to be the new treasurer of the District Board. The Board thanked Ms. Hayden for her willingness to accept the responsibilities associated with this position.

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 that Senate Bill (SB) 726 (which addresses the possibility of hospitals being allowed to employ physicians passed the State Assembly, however changes made to the legislation will require that it be sent back to the Senate Committee for approval. Doctor Ungersma asked that as many interested persons as possible submit letters of support for SB 726 to their representatives at their earliest convenience. He additionally noted he will continue to update the Board on the progression of the proposed legislation.

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. No comments were heard.

CLOSED SESSION

At 6:40 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 6:50 p.m. the meeting returned to open session. Mr. Watercott reported the Board took no reportable action.

OPPORTUNITY FOR
PUBLIC COMMENT

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. No comments were heard.

ADJOURNMENT

The meeting was adjourned at 6:51 p.m..

Peter Watercott, President

Attest:

M.C. Hubbard, Secretary

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NORTHERN INYO HOSPITAL

Balance Sheet

June 30, 2010

Preliminary

	<u>Current Month</u>	<u>Prior Month</u>	<u>FYE 2009</u>
Current assets:			
Cash and cash equivalents	5,736	(865,114)	881,651
Short-term investments	30,262,716	17,527,379	29,519,296
Assets limited as to use	5,587,596	4,656,736	738,740
Plant Expansion and Replacement Cash	2,099,904	2,099,888	10,439,607
Other Investments (Partnership)	971,107	969,660	961,824
Patient receivable, less allowance for doubtful accounts \$520,287	7,953,621	8,185,667	7,591,694
Other receivables (Includes GE Financing Funds)	424,259	1,115,085	867,584
Inventories	2,378,072	2,495,441	2,456,265
Prepaid expenses	1,143,283	1,157,518	1,057,280
Total current assets	<u>50,826,294</u>	<u>37,342,258</u>	<u>54,513,940</u>
Assets limited as to use:			
Internally designated for capital acquisitions	745,008	744,722	657,814
Specific purpose assets	966,724	967,382	564,033
	<u>1,711,732</u>	<u>1,712,104</u>	<u>1,221,847</u>
Revenue bond construction funds held by trustee	<u>7,541,783</u>	<u>12,239,898</u>	<u>788,610</u>
Less amounts required to meet current obligations	<u>5,587,596</u>	<u>4,656,736</u>	<u>738,740</u>
Net Assets limited as to use:	<u>3,665,918</u>	<u>9,295,267</u>	<u>1,271,716</u>
Long-term investments	<u>2,824,834</u>	<u>12,001,227</u>	<u>100,000</u>
Property and equipment, net of accumulated depreciation and amortization	<u>47,655,595</u>	<u>46,799,824</u>	<u>35,316,271</u>
Unamortized bond costs	<u>1,012,587</u>	<u>1,017,214</u>	<u>687,964</u>
Total assets	<u>105,985,228</u>	<u>106,455,790</u>	<u>91,889,892</u>

NORTHERN INYO HOSPITAL

Balance Sheet

June 30, 2010

Preliminary

Liabilities and net assets

	<u>Current Month</u>	<u>Prior Month</u>	<u>FYE 2009</u>
Current liabilities:			
Current maturities of long-term debt	1,188,561	61,655	1,103,540
Accounts payable	952,032	1,159,604	1,523,288
Accrued salaries, wages and benefits	3,275,053	3,219,779	2,807,675
Accrued interest and sales tax	560,578	562,656	247,663
Deferred income	48,296	92,702	48,991
Due to third-party payors	2,616,629	2,616,699	2,940,964
Due to specific purpose funds	-	-	-
Total current liabilities	<u>8,641,148</u>	<u>7,713,096</u>	<u>8,672,120</u>
Long-term debt, less current maturities	49,020,816	50,209,004	38,624,386
Bond Premium	1,429,475	1,433,818	1,481,587
Total long-term debt	<u>50,450,292</u>	<u>51,642,822</u>	<u>40,105,973</u>
Net assets:			
Unrestricted	45,927,064	46,132,490	42,547,767
Temporarily restricted	966,724	967,382	564,033
Total net assets	<u>46,893,788</u>	<u>47,099,873</u>	<u>43,111,799</u>
 Total liabilities and net assets	 <u>105,985,228</u>	 <u>106,455,790</u>	 <u>91,889,892</u>

Statement of Operations-Preliminary
As of June 30, 2010

	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	408,187	658,268	(250,081)	(38.0)	6,788,910	7,899,276	(1,110,366)	(14.1)	7,248,013
Ancillary	1,367,064	2,114,465	(747,401)	(35.4)	23,094,367	25,374,136	(2,279,769)	(9.0)	22,518,889
Total in-patient service revenue	1,775,250	2,772,733	(997,483)	(0.36)	29,883,276	33,273,412	(3,390,136)	-10.2%	29,766,902
Out-patient service revenue	4,798,405	4,394,731	403,674	9.2	57,822,995	52,737,582	5,085,413	9.6	50,635,559
Gross patient service revenue	6,573,655	7,167,464	(593,809)	(8.30)	87,706,271	86,010,994	1,695,277	2.0	80,402,461
Less deductions from patient service revenue:									
Patient service revenue adjustments	251,484	233,195	(18,289)	(7.8)	1,825,002	2,798,374	973,372	34.8	2,398,344
Contractual adjustments	2,266,023	2,688,593	422,570	15.7	34,649,401	32,263,152	(2,386,249)	(7.4)	29,941,584
Prior Period Adjustments	(648,662)	(41,667)	606,995	100.0	(3,448,494)	(500,000)	2,948,494	100.0	(1,635,264)
Total deductions from patient service revenue	1,868,846	2,880,121	1,011,275	35.1	33,025,909	34,561,526	1,535,617	4.4	30,704,665
Net patient service revenue	4,704,809	4,287,343	417,466	10%	54,680,362	51,449,468	3,230,894	6%	49,697,796
Other revenue	31,926	40,109	(8,183)	(20.4)	352,699	481,401	(128,702)	(26.7)	428,093
Transfers from Restricted Funds for Other Operating Expenses	214,664	64,666	149,998	232.0	925,990	775,990	150,000	19.3	857,543
Total Other revenue	246,590	104,775	141,815	135.4	1,278,689	1,257,391	21,298	1.7	1,285,636
Total revenue, gains and other support	4,951,399	4,392,118	559,281	135.5	55,959,051	52,706,859	3,252,192	1.8	50,983,432
Expenses:									
Salaries and wages	1,428,389	1,506,377	77,988	5.2	18,066,079	18,076,693	10,614	0.1	16,914,904
Employee benefits	828,579	918,316	89,737	9.8	11,721,094	11,019,922	(701,172)	(6.4)	9,962,751
Professional fees	472,262	339,227	(133,035)	(39.2)	5,240,046	4,070,737	(1,169,309)	(28.7)	4,714,234
Supplies	544,555	507,081	(37,474)	(7.4)	6,199,994	6,085,109	(114,885)	(1.9)	5,508,451
Purchased services	286,633	223,243	(63,390)	(28.4)	3,269,390	2,679,057	(590,333)	(22.0)	2,599,428
Depreciation	233,057	230,397	(2,660)	(1.2)	2,712,171	2,764,778	52,607	1.9	2,646,680
Interest	108,924	105,657	(3,267)	(3.1)	1,301,291	1,267,897	(33,394)	(2.6)	1,321,609
Bad debts	159,613	145,507	(14,106)	(9.7)	2,228,799	1,746,082	(482,717)	(27.7)	1,622,261
Other	233,554	204,438	(29,116)	(14.2)	2,331,823	2,453,387	121,564	5.0	2,371,646
Total expenses	4,295,566	4,180,243	(115,323)	(2.8)	53,070,688	50,163,662	(2,907,026)	(5.8)	47,661,964
Operating income (loss)	655,834	211,875	443,959	138.3	2,888,363	2,543,197	345,166	7.6	3,321,467
Other income:									
District tax receipts	92,702	47,650	45,052	94.6	573,524	571,800	1,724	0.3	571,808
Interest	26,297	43,338	(17,041)	(39.3)	203,370	520,060	(316,690)	(60.9)	987,092
Other	5,550	-	5,550	N/A	58,059	-	58,059	N/A	53,138
Grants and Other Non-Restricted Contributions	-	1,223	(1,223)	(100.0)	123,289	14,682	108,607	739.7	118,098
Partnership Investment Income	-	-	-	N/A	51,855	-	51,855	-	51,855
Net Medical Office Activity	(61,104)	(33,344)	(27,760)	7.8	(574,654)	(400,179)	(174,475)	(43.6)	(52,424)
Total other income, net	63,444	58,867	4,577	8	435,442	706,363	(270,921)	(38.4)	1,729,568
Excess (deficiency) of revenues over expenses	719,278	270,742	448,536	166	3,323,805	3,249,560	74,245	2.3	5,051,035
Contractual Percentage	30.86%	42.21%			40.20%	42.21%			40.21%

NORTHERN INYO HOSPITAL
Statement of Operations--Statistics (Preliminary)
As of June 30, 2010

	Month		Month		Variance		YTD Actual		YTD Budget		Variance		Year	
	Month Actual	Month Budget	Variance	Percentage	Month	Variance	Percentage	YTD Actual	YTD Budget	Variance	Percentage	Year	Variance	Percentage
Operating statistics:														
Beds	25	25	N/A	N/A				25	25	N/A	N/A			
Patient days	191	265	(74)	0.72			3,007	3,176	(169)					0.95
Maximum days per bed capacity	750	750	N/A	N/A			9,125	9,125	N/A					N/A
Percentage of occupancy	25.47	35.33	(9.86)	0.72			32.95	34.81	(1.86)					0.95
Average daily census	6.37	8.83	(2.47)	0.72			8.24	8.70	(0.46)					0.95
Average length of stay	2.89	3.01	(0.12)	0.96			3.09	3.01	0.08					1.03
Discharges	66	88	(22)	0.75			974	1,056	(82)					1
Admissions	66	87	(21)	0.76			978	1,049	(71)					1
Gross profit-revenue depts.	4,134,996	4,741,388	(606,392)	0.87			57,294,453	56,897,728	396,725					1.01

Percent to gross patient service revenue:

Deductions from patient service revenue and bad debts	30.86	42.21	(11.35)	0.73			40.20	42.21	(2.01)					0.95
Salaries and employee benefits	34.02	33.81	0.21	1.01			33.68	33.81	(0.13)					1.00
Occupancy expenses	5.69	5.10	0.59	1.12			4.99	5.10	(0.11)					0.98
General service departments	6.08	5.90	0.18	1.03			5.82	5.90	(0.08)					0.99
Fiscal services department	6.54	5.13	1.41	1.27			5.32	5.13	0.19					1.04
Administrative departments	6.34	5.23	1.11	1.21			5.11	5.23	(0.12)					0.98
Operating income (loss)	8.00	1.41	6.59	5.67			1.87	1.41	0.46					1.33
Excess (deficiency) of revenues over expenses	10.94	3.78	7.16	2.89			3.79	3.78	0.01					1.00

Payroll statistics:

Average hourly rate (salaries and benefits)	40.67	44.47	(3.81)	0.91			43.45	44.47	(1.02)					0.98
Worked hours	45,333.15	46,827.00	(1,493.85)	0.97			581,717.31	562,063.00	19,654.31					1.03
Paid hours	54,997.43	54,496.00	501.43	1.01			679,891.69	653,952.00	25,939.69					1.04
Full time equivalents (worked)	263.56	270.68	(7.11)	0.97			279.67	270.22	9.45					1.03
Full time equivalents (paid)	319.75	315.01	4.75	1.02			326.87	314.40	12.47					1.04

BUDGET VARIANCE ANALYSIS

Jun-10 PERIOD ENDING

In the month, NIH was

	-28%	under budget in IP days;
	(-0.36%)	under in IP Revenue and
	(9.2%)	over in OP Revenue resulting in
\$ (593,809)	(-8.3%)	under in gross patient revenue from budget &
\$ 417,466	(9.7%)	over in net patient revenue from budget

Total Expenses were:

\$ 115,323	(2.8%)	over budget. Wages and Salaries were
\$ (77,988)	(-5.2%)	under budget and Employee Benefits
\$ (89,737)	(-9.8%)	under budget.
\$ 63,444		of other income resulted in a net income of
\$ 719,278	\$ 448,536	over budget.

The following expense areas were over budget for the month:

\$ 133,035	39%	Professional Fees
\$ 37,474	7%	Supplies
\$ 63,390	28%	Purchased Services
\$ 3,267	3%	Interest Expense
\$ 14,106	10%	Bad Debt
\$ 29,116	14%	Other Expense

Other Information:

30.86%	Contractual Percentages for month
40.20%	Contractual Percentages for Year

\$ 3,323,805 Year-to-date Net Revenue

Special Notes:

Prior Year Settlements and interim rate adjustment resulted in the contractals correction for year.

Northern Inyo Hospital
Summary of Cash and Investment Balances
Calendar Year 2010

Month	<u>Operations Checking Account</u>				<u>Time Deposit Month-End Balances</u>							* Total Revenue Bond Fund	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	4,462,389	6,137,876	6,469,248	4,131,017	27,112,118	796,335	26,233	2,640	17,472	632,052	750,421	2,793,443	
February	4,131,017	5,265,638	6,258,389	3,138,266	27,557,615	796,335	26,233	2,640	4,472	632,076	797,897	1,941,057	
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	
Prior Year													
July	980,379	7,052,713	7,416,364	616,727	30,121,668	574,431	26,225	2,639	18,468	631,762	836,048	9,398,497	
August	616,727	6,367,182	5,462,850	1,521,059	29,615,171	574,431	26,225	2,639	18,468	631,852	883,487	8,652,655	
September	1,521,059	4,571,506	4,221,577	1,870,988	29,609,631	574,537	26,230	2,639	17,470	631,900	930,926	8,074,645	
October	1,870,988	6,700,748	6,690,198	1,881,538	29,097,832	34,292	26,230	2,639	17,470	631,949	978,365	8,074,772	
November	1,881,538	14,574,637	14,781,591	1,674,584	28,603,006	34,292	26,230	2,639	17,470	631,999	1,045,102	6,395,453	
December	1,674,584	9,083,464	6,295,659	4,462,389	26,778,789	34,310	26,233	2,640	17,472	632,026	702,945	4,657,307	

Notes: Revenue Bond Fund includes 2010 Revenue Bond

Investments as of June 30, 2010

Institution	Certificate ID	Purchase Dt	Maturity Dt	Principal	YTM	Broker
LAIF (Walker Fund)	20-14-002	02-Jun-10	01-Jul-10	\$317,923	0.53%	Northern Inyo Hospital
Union Bank-Money Market	2740028807	30-Jun-10	01-Jul-10	\$20,662,323	0.20%	Union Bank
Federal Home Loan Mfg Corp-MBS	313397L82	10-Nov-09	25-Oct-10	\$3,988,333	0.31%	Multi-Bank Service
United States Treasury Note-FNC	912828J50	10-Nov-09	30-Nov-10	\$4,038,750	0.33%	Financial Northeast Corp.
Worlds Foremost Bank (FNC CD)	5X42688	18-Dec-08	18-Dec-10	\$100,000	4.40%	Financial Northeast Corp.
Santander Financial Issuances LTD	802813AE5	01-Mar-10	15-Feb-11	\$1,049,310	1.17%	Multi-Bank Service
Atlantic Richfield	048825AV5	11-Jun-10	01-Mar-11	\$105,400	1.57%	Multi-Bank Service
Total Short Term Investments				\$30,262,039		
National Rural Utilities Corp Bond-FNC	63743FLH7	13-Aug-09	15-Aug-11	\$250,000	2.35%	Financial Northeast Corp.
Union National Bank & Trust CO-FNC	5L27278	19-Oct-09	19-Oct-11	\$250,000	2.00%	Financial Northeast Corp.
Credit Suisse 1st	22541LAB9	02-Feb-10	15-Nov-11	\$541,865	1.36%	Multi-Bank Service
HSBC Financial Corp	40429XWB8	15-Sep-09	15-Sep-12	\$250,000	3.85%	Financial Northeast Corp.
Citigroup Inc	125581FT0	10-Dec-09	01-May-13	\$46,122	7.00%	Multi-Bank Service
First Republic Bank-Div of BOFA	5L28639	20-May-10	20-May-13	\$150,000	2.40%	Financial Northeast Corp.
Citigroup Inc	125588FU7	10-Dec-09	01-May-14	\$66,903	7.00%	Multi-Bank Service
United States Treasury Note-FNC	912828LK4	31-Aug-09	31-Aug-14	\$995,933	2.46%	Financial Northeast Corp.
Citigroup Inc	125588FV5	10-Dec-09	01-May-15	\$66,181	7.00%	Multi-Bank Service
First Republic Bank-Div of BOFA	5L26838	20-May-10	20-May-15	\$100,000	3.10%	Financial Northeast Corp.
Citigroup Inc	125581FW3	10-Dec-09	01-May-16	\$107,830	7.00%	Multi-Bank Service
Total Long Term Investments				\$2,824,834		
Grand Total Investments				\$33,086,873		

Financial Indicators

	Target	Jun-10	May-10	Apr-10	Mar-10	Feb-10	Jan-10	Dec-10	Nov-09	Oct-09	Sep-09	Aug-09	Jul-09
Current Ratio	>1.5-2.0	5.88	4.84	4.95	4.34	5.42	5.65	6.01	5.99	6.10	5.81	6.05	6.39
Quick Ratio	>1.33-1.5	5.43	4.22	4.32	3.78	4.87	5.09	5.45	5.41	5.53	5.27	5.51	5.85
Days Cash on Hand	>75	335.40	233.51	230.21	217.46	322.93	293.20	315.81	306.58	307.60	364.93	344.81	349.84

NORTHERN INYO HOSPITAL
STATISTICS

MONTHS	SURGERIES						ER						OP REFERRALS			ADMITTS (W/NB)			PT DAYS (W/O NB)			PT DAYS (W/NB)			DISCH (W/NB)											
	IP		Op		TOTAL		ADMITTS		VISITS		REFERRALS		ADMITTS		PT DAYS		PT DAYS		DISCH																	
	08	09	10	08	09	10	08	09	10	08	09	10	08	09	10	08	09	10	08	09	10	08	09	10	08	09	10									
2010	33	46	26	106	109	95	139	155	121	16	25	18	48	48	47	573	594	604	3237	3241	3157	107	141	99	329	359	304	364	406	337	96	142	99			
JANUARY	17	25	15	81	97	82	98	123	97	14	15	13	39	33	25	545	494	487	3165	2988	3056	86	96	81	241	245	209	274	278	235	96	100	83			
FEBRUARY	32	24	42	82	116	104	114	140	146	13	22	21	43	38	47	505	542	663	3285	3579	3504	108	124	120	318	296	254	349	338	301	102	127	115			
MARCH	35	21	27	120	86	88	155	107	115	14	17	16	61	48	37	558	604	493	3611	3424	3424	112	100	84	307	216	231	338	251	258	118	102	90			
APRIL	41	36	27	110	91	92	161	127	119	27	21	14	68	37	39	594	708	594	3406	3258	3157	128	110	106	316	273	291	376	318	312	125	106	104			
MAY	33	29	20	83	82	97	116	111	117	18	24	14	38	46	33	580	660	756	3388	3520	3352	112	123	80	258	281	194	294	323	215	108	122	78			
JUNE	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	
JULY	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	
AUGUST	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	
SEPTEMBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	
OCTOBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
NOVEMBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
DECEMBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
CALENDAR YEAR	191	182	157	582	581	558	773	763	715	102	124	96	297	250	228	3356	3602	3602	20092	20010	19660	653	694	570	1769	1570	1483	1995	1914	1658	646	699	669			
MONTHLY AVERAGE	32	30	26	97	97	93	129	127	119	17	21	16	50	42	38	559	600	600	3,349	3,335	3,277	109	116	95	296	278	247	333	319	276	108	117	95			

NORTHERN INYO HOSPITAL
DEPARTMENTAL NON-EMERGENCY OUTPATIENT VISITS

Effective April 2010, Radiology Visits include all patient types (OP, IP & ER); this is a change from only Outpatients

MONTHS 2010	DIAGNOSTIC RADIOLOGY		MAMMOGRAPHY		NUCLEAR MEDICINE		ULTRASOUND		CT SCANNING		MRI		LABORATORY		EKG / EEG		PHYSICAL THERAPY		RESPIRATORY THERAPY		RURAL HEALTH CLINIC		TOTALS		
	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	
JANUARY	544 / 606 / 622	193 / 434 / 330	71 / 96 / 77	205 / 206 / 198	170 / 165 / 167	89 / 470 / 658	1809 / 1635 / 1619	103 / 120 / 96	335 / 363 / 352	10 / 10 / 17	1057 / 1457 / 1220	4586 / 5562 / 5356													
FEBRUARY	593 / 477 / 542	193 / 182 / 313	63 / 51 / 51	205 / 195 / 201	217 / 153 / 147	85 / 435 / 456	1744 / 1643 / 1522	113 / 116 / 114	364 / 314 / 376	11 / 10 / 15	1150 / 1374 / 1254	4738 / 4950 / 4991													
MARCH	529 / 581 / 567	311 / 261 / 321	133 / 1 / 98	223 / 201 / 206	233 / 152 / 170	403 / 472 / 440	1774 / 1904 / 1795	149 / 121 / 117	346 / 428 / 449	12 / 13 / 9	1211 / 1477 / 1404	5324 / 5611 / 5577													
APRIL	697 / 600 / 786	199 / 378 / 289	183 / 68 / 57	196 / 198 / 232	264 / 161 / 161	453 / 483 / 148	1984 / 1824 / 1804	121 / 108 / 113	410 / 380 / 395	14 / 16 / 10	1318 / 1423 / 1394	5839 / 5639 / 5409													
MAY	613 / 650 / 764	479 / 391 / 177	167 / 87 / 40	213 / 187 / 234	230 / 131 / 183	424 / 656 / 109	1768 / 1811 / 1622	137 / 103 / 93	349 / 354 / 466	9 / 12 / 19	1308 / 1373 / 1165	5667 / 5755 / 4862													
JUNE	616 / 594 / 632	485 / 199 / 118	37 / 42	186 / 224 / 220	156 / 150 / 158	542 / 461 / 100	1752 / 1881 / 1707	123 / 120 / 104	314 / 388 / 401	19 / 19 / 14	1247 / 1387 / 1346	5559 / 5716 / 4923													
JULY	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /														
AUGUST	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /														
SEPTEMBER	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /														
OCTOBER	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /														
NOVEMBER	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /														
DECEMBER	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /	/ / /														
CALENDAR YEAR	3592 / 3508 / 3913	1863 / 2101 / 1629	735 / 340 / 366	1228 / 1211 / 1311	1270 / 912 / 986	1996 / 2577 / 1911	10821 / 10698 / 10069	746 / 688 / 637	2118 / 2227 / 2429	75 / 80 / 84	7291 / 8491 / 7783	31733 / 33233 / 31118													
MONTHLY AVERAGES	599 / 585 / 652	310 / 350 / 272	123 / 57 / 61	205 / 202 / 219	212 / 162 / 164	333 / 466 / 319	1804 / 1783 / 1678	124 / 115 / 106	353 / 371 / 405	13 / 13 / 14	1215 / 1415 / 1297	5269 / 5539 / 5186													

*Radiology has changed their methodology for capturing statistics and feel these are more accurate. They are much higher than previously reported.

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NORTHERN INYO HOSPITAL

Balance Sheet

July 31, 2010

	<u>Current Month</u>	<u>Prior Month</u>	<u>FYE 2010</u>
Current assets:			
Cash and cash equivalents	588,268	5,736	5,736
Short-term investments	29,288,393	30,262,716	30,262,716
Assets limited as to use	891,124	5,587,596	5,587,596
Plant Expansion and Replacement Cash	1,169,124	2,099,904	2,099,904
Other Investments (Partnership)	971,107	971,107	971,107
Patient receivable, less allowance for doubtful accounts \$527,461	7,870,225	7,953,621	7,953,621
Other receivables (Includes GE Financing Funds)	1,402,753	424,259	424,259
Inventories	2,363,398	2,378,072	2,378,072
Prepaid expenses	1,281,828	1,143,283	1,143,283
Total current assets	<u>45,826,219</u>	<u>50,826,294</u>	<u>50,826,294</u>
Assets limited as to use:			
Internally designated for capital acquisitions	749,566	745,008	745,008
Specific purpose assets	966,724	966,724	966,724
	<u>1,716,290</u>	<u>1,711,732</u>	<u>1,711,732</u>
Revenue bond construction funds held by trustee	<u>7,650,870</u>	<u>7,541,783</u>	<u>7,541,783</u>
Less amounts required to meet current obligations	891,124	5,587,596	5,587,596
Net Assets limited as to use:	<u>8,476,036</u>	<u>3,665,918</u>	<u>3,665,918</u>
Long-term investments	<u>2,824,834</u>	<u>2,824,834</u>	<u>2,824,834</u>
Property and equipment, net of accumulated depreciation and amortization	<u>48,742,848</u>	<u>47,655,595</u>	<u>47,655,595</u>
Unamortized bond costs	<u>1,007,960</u>	<u>1,012,587</u>	<u>1,012,587</u>
Total assets	<u>106,877,896</u>	<u>105,985,228</u>	<u>105,985,228</u>

NORTHERN INYO HOSPITAL

Balance Sheet

July 31, 2010

Liabilities and net assets

	<u>Current Month</u>	<u>Prior Month</u>	<u>Current Month</u>
Current liabilities:			
Current maturities of long-term debt	1,092,053	1,188,561	1,188,561
Accounts payable	728,352	952,032	952,032
Accrued salaries, wages and benefits	3,485,707	3,275,053	3,275,053
Accrued interest and sales tax	733,350	560,578	560,578
Deferred income	516,509	48,296	48,296
Due to third-party payors	2,616,629	2,616,629	2,616,629
Due to specific purpose funds	-	-	-
Total current liabilities	<u>9,172,600</u>	<u>8,641,148</u>	<u>8,641,148</u>
Long-term debt, less current maturities	49,020,816	49,020,816	49,020,816
Bond Premium	1,425,133	1,429,475	1,429,475
Total long-term debt	<u>50,445,949</u>	<u>50,450,292</u>	<u>50,450,292</u>
Net assets:			
Unrestricted	46,292,623	45,927,064	45,927,064
Temporarily restricted	966,724	966,724	966,724
Total net assets	<u>47,259,347</u>	<u>46,893,788</u>	<u>46,893,788</u>
Total liabilities and net assets	<u>106,877,896</u>	<u>105,985,228</u>	<u>105,985,228</u>

Statement of Operations

As of July 31, 2010

	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	508,266	656,043	(147,777)	(22.5)	508,266	656,043	(147,777)	(22.5)	667,974
Ancillary	1,628,410	2,174,217	(545,807)	(25.1)	1,628,410	2,174,217	(545,807)	(25.1)	2,088,214
Total in-patient service revenue	2,136,675	2,830,260	(693,585)	(0.25)	2,136,675	2,830,260	(693,585)	-24.5%	2,756,189
Out-patient service revenue	5,095,394	5,055,996	39,398	0.8	5,095,394	5,055,996	39,398	0.8	5,516,840
Gross patient service revenue	7,232,069	7,886,256	(654,187)	(8.30)	7,232,069	7,886,256	(654,187)	(8.3)	8,273,028
Less deductions from patient service revenue:									
Patient service revenue adjustments	123,956	150,169	26,213	17.5	123,956	150,169	26,213	17.5	174,152
Contractual adjustments	2,796,352	2,918,991	122,639	4.2	2,796,352	2,918,991	122,639	4.2	2,974,611
Prior Period Adjustments	(394,242)	-	394,242	100.0	(394,242)	-	394,242	100.0	-
Total deductions from patient service revenue	2,526,067	3,069,160	543,093	17.7	2,526,067	3,069,160	543,093	17.7	3,148,763
Net patient service revenue	4,706,003	4,817,096	(111,093)	-2%	4,706,003	4,817,096	(111,093)	-2%	5,124,265
Other revenue	53,642	31,955	21,687	67.9	53,642	31,955	21,687	67.9	38,472
Transfers from Restricted Funds for									
Other Operating Expenses	80,224	81,238	(1,014)	(1.3)	80,224	81,238	(1,014)	(1.3)	64,666
Total Other revenue	133,866	113,193	20,673	18.3	133,866	113,193	20,673	18.3	103,138
Total revenue, gains and other support	4,839,869	4,930,289	(90,420)	18.3	4,839,869	4,930,289	(90,420)	18.3	5,227,403
Expenses:									
Salaries and wages	1,536,448	1,664,081	127,633	7.7	1,536,448	1,664,081	127,633	7.7	1,490,764
Employee benefits	946,111	1,030,278	84,167	8.2	946,111	1,030,278	84,167	8.2	973,797
Professional fees	376,619	369,426	(7,193)	(2.0)	376,619	369,426	(7,193)	(2.0)	483,192
Supplies	421,488	574,343	152,855	26.6	421,488	574,343	152,855	26.6	579,971
Purchased services	245,880	259,439	13,559	5.2	245,880	259,439	13,559	5.2	190,592
Depreciation	321,705	297,260	(24,445)	(8.2)	321,705	297,260	(24,445)	(8.2)	221,720
Interest	107,541	106,100	(1,441)	(1.4)	107,541	106,100	(1,441)	(1.4)	104,762
Bad debts	301,869	223,377	(78,492)	(35.1)	301,869	223,377	(78,492)	(35.1)	63,631
Other	289,227	218,917	(70,310)	(32.1)	289,227	218,917	(70,310)	(32.1)	291,215
Total expenses	4,546,888	4,743,221	196,333	4.1	4,546,888	4,743,221	196,333	4.1	4,399,645
Operating income (loss)	292,981	187,068	105,913	14.2	292,981	187,068	105,913	14.2	827,758
Other income:									
District tax receipts	42,565	44,549	(1,984)	(4.5)	42,565	44,549	(1,984)	(4.5)	43,711
Interest	72,489	16,445	56,044	340.8	72,489	16,445	56,044	340.8	58,024
Other	11,045	4,956	6,089	122.9	11,045	4,956	6,089	122.9	100
Grants and Other Non-Restricted Contributions	37,259	5,382	31,877	592.3	37,259	5,382	31,877	592.3	26,220
Partnership Investment Income	-	-	-	N/A	-	-	-	-	-
Net Medical Office Activity	(90,779)	(54,390)	(36,389)	328.4	(90,779)	(54,390)	(36,389)	(66.9)	2,468
Total other income, net	72,578	16,942	55,636	328	72,578	16,942	55,636	328.4	130,522
Excess (deficiency) of revenues over expenses	365,559	204,010	161,549	79	365,559	204,010	161,549	79.2	958,281
Contractual Percentage	39.10%	41.75%			39.10%	41.75%			38.83%

NORTHERN INYO HOSPITAL
Statement of Operations--Statistics (Preliminary)
As of July 31, 2010

	Month		Variance		YTD Actual		YTD Budget		Year	
	Month Actual	Month Budget	Variance	Percentage	YTD Actual	YTD Budget	Variance	Percentage		
Operating statistics:										
Beds	25	25	N/A	N/A	25	25	N/A	N/A		
Patient days	208	267	(59)	0.78	208	267	(59)	N/A		0.78
Maximum days per bed capacity	775	775	N/A	N/A	775	775	N/A	N/A		
Percentage of occupancy	26.84	34.45	(7.61)	0.78	26.84	34.45	(7.61)	(7.61)		0.78
Average daily census	6.71	8.61	(1.90)	0.78	6.71	8.61	(1.90)	(1.90)		0.78
Average length of stay	3.01	3.14	(0.13)	0.96	3.01	3.14	(0.13)	(0.13)		0.96
Discharges	69	85	(16)	0.81	69	85	(16)	(16)		1
Admissions	66	85	(19)	0.78	66	85	(19)	(19)		1
Gross profit-revenue depts.	4,817,847	5,160,618	(342,771)	0.93	4,817,847	5,160,618	(342,771)	(342,771)		0.93
Percent to gross patient service revenue:										
Deductions from patient service revenue and bad debts	39.10	41.75	(2.65)	0.94	39.10	41.75	(2.65)	(2.65)		0.94
Salaries and employee benefits	34.36	34.11	0.25	1.01	34.36	34.11	0.25	0.25		1.01
Occupancy expenses	6.43	5.42	1.01	1.19	6.43	5.42	1.01	1.01		1.19
General service departments	5.55	5.54	0.01	1.00	5.55	5.54	0.01	0.01		1.00
Fiscal services department	5.51	5.11	0.40	1.08	5.51	5.11	0.40	0.40		1.08
Administrative departments	6.13	5.11	1.02	1.20	6.13	5.11	1.02	1.02		1.20
Operating income (loss)	2.40	0.85	1.55	2.82	2.40	0.85	1.55	1.55		2.82
Excess (deficiency) of revenues over expenses	5.05	2.59	2.46	1.95	5.05	2.59	2.46	2.46		1.95
Payroll statistics:										
Average hourly rate (salaries and benefits)	43.23	47.65	(4.42)	0.91	43.23	47.65	(4.42)	(4.42)		0.91
Worked hours	48,865.31	49,350.00	(484.69)	0.99	48,865.31	49,350.00	(484.69)	(484.69)		0.99
Paid hours	57,478.25	56,447.00	1,031.25	1.02	57,478.25	56,447.00	1,031.25	1,031.25		1.02
Full time equivalents (worked)	277.64	278.81	(1.17)	1.00	277.64	278.81	(1.17)	(1.17)		1.00
Full time equivalents (paid)	326.58	318.91	7.67	1.02	326.58	318.91	7.67	7.67		1.02

NORTHERN INYO HOSPITAL

Statements of Changes in Net Assets

As of July 31, 2010

	<u>Month-to-date</u>	<u>Year-to-date</u>
Unrestricted net assets:		
Excess (deficiency) of revenues over expenses	365,559.02	365,559.02
Net Assets due/to transferred from unrestricted	(4,557.74)	(4,557.74)
Interest posted twice to Bond & Interest	-	-
Net assets released from restrictions used for operations	-	-
Net assets released from restrictions used for payment of long-term debt	(80,224.16)	(80,224.16)
Contributions and interest income	4,557.74	4,557.74
Increase in unrestricted net assets	<u>285,334.86</u>	<u>285,334.86</u>
Temporarily restricted net assets:		
District tax allocation	-	-
Net assets released from restrictions	-	-
Restricted contributions	-	-
Interest income	0.01	0.01
Net Assets for Long-Term Debt due from County	80,224.16	80,224.16
Increase (decrease) in temporarily restricted net assets	<u>80,224.17</u>	<u>80,224.17</u>
Increase (decrease) in net assets	365,559.03	365,559.03
Net assets, beginning of period	46,893,788.04	46,893,788.04
Net assets, end of period	<u><u>47,259,347.07</u></u>	<u><u>47,259,347.07</u></u>

NORTHERN INYO HOSPITAL

Statements of Cash Flows

As of July 31, 2010

	<u>Month-to-date</u>	<u>Year-to-date</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	365,559.03	365,559.03
Adjustments to reconcile excess of revenues over expenses to net cash provided by operating activities: (correcting fund deposit)		
Depreciation	321,705.37	321,705.37
Provision for bad debts	301,869.10	301,869.10
Loss (gain) on disposal of equipment	-	-
(Increase) decrease in:		
Patient and other receivables	(1,196,966.95)	(1,196,966.95)
Other current assets	(123,871.63)	(123,871.63)
Plant Expansion and Replacement Cash	930,780.48	930,780.48
Increase (decrease) in:		
Accounts payable and accrued expenses	627,959.18	627,959.18
Third-party payors	-	-
Net cash provided (used) by operating activities	<u>1,227,034.58</u>	<u>1,227,034.58</u>
Cash flows from investing activities:		
Purchase of property and equipment	(1,408,957.93)	(1,408,957.93)
Purchase of investments	974,323.19	974,323.19
Proceeds from disposal of equipment	-	-
Net cash provided (used) in investing activities	<u>(434,634.74)</u>	<u>(434,634.74)</u>
Cash flows from financing activities:		
Long-term debt	(100,849.86)	(100,849.86)
Issuance of revenue bonds	(109,087.28)	(109,087.28)
Unamortized bond costs	4,626.77	4,626.77
Increase (decrease) in donor-restricted funds, net	(4,557.75)	(4,557.75)
Net cash provided by (used in) financing activities	<u>(209,868.12)</u>	<u>(209,868.12)</u>
Increase (decrease) in cash and cash equivalents	582,531.72	582,531.72
Cash and cash equivalents, beginning of period	<u>5,735.92</u>	<u>5,735.92</u>
Cash and cash equivalents, end of period	<u><u>588,267.64</u></u>	<u><u>588,267.64</u></u>

BUDGET VARIANCE ANALYSIS

Jul-10 PERIOD ENDING

In the month, NIH was

	-22%	under budget in IP days;	
(-0.25%) under in IP Revenue and	
(0.8%) over in OP Revenue resulting in	
\$ (654,187)	(-8.3%) under in gross patient revenue from budget &
\$ (111,093)	(-2.3%) over in net patient revenue from budget

Total Expenses were:

\$ (196,333)	(-4.1%) under budget. Wages and Salaries were
\$ (127,633)	(-7.7%) under budget and Employee Benefits
\$ (84,167)	(-8.2%) under budget.
\$ 72,578			of other income resulted in a net income of
\$ 365,559	\$ 161,549		over budget.

The following expense areas were over budget for the month:

\$ 7,193	2%	Professional Fees
\$ 24,445	8%	Depreciation Expense
\$ 1,441	1%	Interest Expense
\$ 78,492	35%	Bad Debt
\$ 70,310	32%	Other Expense

Other Information:

39.10%	Contractual Percentages for month
39.10%	Contractual Percentages for Year

\$ 365,559 Year-to-date Net Revenue

Special Notes:

Prior Year Adjustments include Medi-Cal tentative settlement for 2009.

Northern Inyo Hospital
Summary of Cash and Investment Balances
Calendar Year 2010

Month	<u>Operations Checking Account</u>				<u>Time Deposit Month-End Balances</u>							* Total Revenue Bond Fund	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	4,462,389	6,137,876	6,469,248	4,131,017	27,112,118	796,335	26,233	2,640	17,472	632,052	750,421	2,793,443	
February	4,131,017	5,265,638	6,258,389	3,138,266	27,557,615	796,335	26,233	2,640	4,472	632,076	797,897	1,941,057	
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	
Prior Year													
August	616,727	6,367,182	5,462,850	1,521,059	29,615,171	574,431	26,225	2,639	18,468	631,852	883,487	8,652,655	
September	1,521,059	4,571,506	4,221,577	1,870,988	29,609,631	574,537	26,230	2,639	17,470	631,900	930,926	8,074,645	
October	1,870,988	6,700,748	6,690,198	1,881,538	29,097,832	34,292	26,230	2,639	17,470	631,949	978,365	8,074,772	
November	1,881,538	14,574,637	14,781,591	1,674,584	28,603,006	34,292	26,230	2,639	17,470	631,999	1,045,102	6,395,453	
December	1,674,584	9,083,464	6,295,659	4,462,389	26,778,789	34,310	26,233	2,640	17,472	632,026	702,945	4,657,307	

Notes: Revenue Bond Fund includes 2010 Revenue Bond

Investments as of July 31, 2010

Institution	Certificate ID	Purchase Dt	Maturity Dt	Principal	YTM	Broker
Financial Northeastern Money Market	GMBXX	09-Jul-10	01-Aug-10	\$1,542,687	0.50%	Financial Northeastern Corp.
LAIF (Walker Fund)	20-14-002	15-Jul-10	01-Aug-10	\$318,364	0.53%	Northern Inyo Hospital
Union Bank of CA Money Market	2740028807	30-Jul-10	01-Aug-10	\$23,916,174	0.20%	Northern Inyo Hospital
United States Treasury Note-FNC	912828JS0	10-Nov-09	30-Nov-10	\$4,038,750	0.33%	Financial Northeastern Corp.
Worlds Foremost Bank (FNC CD)	5X42688	18-Dec-08	18-Dec-10	\$100,000	4.40%	Financial Northeastern Corp.
Santander Financial Issuances LTD	802813AE5	01-Mar-10	15-Feb-11	\$1,049,310	1.17%	Multi-Bank Service
Atlantic Richfield	048825AV5	11-Jun-10	01-Mar-11	\$105,400	1.57%	Multi-Bank Service
Total Short Term Investments				\$31,070,685		
Credit Suisse 1st	22541LAB9	02-Feb-10	15-Nov-11	\$541,865	1.36%	Multi-Bank Service
HSBC Financial Corp	40429XWB8	15-Sep-09	15-Sep-12	\$250,000	3.85%	Financial Northeastern Corp.
First Republic Bank-Div of BOFA	5L28639	20-May-10	20-May-13	\$150,000	2.40%	Financial Northeastern Corp.
First Republic Bank-Div of BOFA	5L26838	20-May-10	20-May-15	\$100,000	3.10%	Financial Northeastern Corp.
Total Long Term Investments				\$1,041,865		
Grand Total Investments				\$32,112,550		

Financial Indicators

	Target	Jul-10	Jun-10	May-10	Apr-10	Mar-10	Feb-10	Jan-10	Dec-10	Nov-09	Oct-09	Sep-09	Aug-09	Jul-09
Current Ratio	>1.5-2.0	5.00	5.88	4.84	4.95	4.34	5.42	5.65	6.01	5.99	6.10	5.81	6.05	6.39
Quick Ratio	>1.33-1.5	4.45	5.43	4.22	4.32	3.78	4.87	5.09	5.45	5.41	5.53	5.27	5.51	5.85
Days Cash on Hand	>75	277.51	335.40	233.51	230.21	217.46	322.93	293.20	315.81	306.58	307.60	364.93	344.81	349.84

NORTHERN INYO HOSPITAL
STATISTICS

7 MONTHS	IP			SURGERIES			TOTAL			BIRTHS			ER			OP REFERRALS			ADMITTS (WINE)			PT DAYS (W/O NE)			PT DAYS (WINE)			DISCH (WINE)		
	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10		
2010	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10	08 / 09 / 10		
JANUARY	33 / 46 / 26	106 / 109 / 95	139 / 155 / 121	81 / 97 / 82	98 / 123 / 97	114 / 140 / 146	14 / 15 / 13	545 / 484 / 487	3165 / 2988 / 3066	3237 / 3241 / 3187	107 / 141 / 99	86 / 96 / 81	241 / 245 / 209	329 / 369 / 304	364 / 406 / 337	274 / 278 / 235	349 / 338 / 301	318 / 296 / 254	307 / 216 / 231	316 / 273 / 281	288 / 281 / 184	274 / 288 / 206	317 / 307 / 226	2043 / 1938 / 1689	2312 / 2221 / 1883	751 / 806 / 650	96 / 142 / 99	96 / 100 / 83		
FEBRUARY	17 / 26 / 15	82 / 116 / 104	114 / 140 / 146	82 / 86 / 88	98 / 123 / 97	114 / 140 / 146	13 / 22 / 21	506 / 542 / 663	3285 / 3579 / 3504	3237 / 3241 / 3187	107 / 141 / 99	86 / 96 / 81	241 / 245 / 209	329 / 369 / 304	364 / 406 / 337	274 / 278 / 235	349 / 338 / 301	318 / 296 / 254	307 / 216 / 231	316 / 273 / 281	288 / 281 / 184	274 / 288 / 206	317 / 307 / 226	2043 / 1938 / 1689	2312 / 2221 / 1883	751 / 806 / 650	96 / 142 / 99	96 / 100 / 83		
MARCH	32 / 24 / 42	120 / 120 / 120	114 / 140 / 146	82 / 86 / 88	98 / 123 / 97	114 / 140 / 146	14 / 17 / 16	558 / 604 / 498	3611 / 3424 / 3424	3237 / 3241 / 3187	107 / 141 / 99	86 / 96 / 81	241 / 245 / 209	329 / 369 / 304	364 / 406 / 337	274 / 278 / 235	349 / 338 / 301	318 / 296 / 254	307 / 216 / 231	316 / 273 / 281	288 / 281 / 184	274 / 288 / 206	317 / 307 / 226	2043 / 1938 / 1689	2312 / 2221 / 1883	751 / 806 / 650	96 / 142 / 99	96 / 100 / 83		
APRIL	35 / 21 / 27	110 / 91 / 92	151 / 127 / 119	110 / 91 / 92	151 / 127 / 119	115 / 115 / 115	27 / 21 / 14	594 / 708 / 594	3406 / 3258 / 3157	3237 / 3241 / 3187	107 / 141 / 99	86 / 96 / 81	241 / 245 / 209	329 / 369 / 304	364 / 406 / 337	274 / 278 / 235	349 / 338 / 301	318 / 296 / 254	307 / 216 / 231	316 / 273 / 281	288 / 281 / 184	274 / 288 / 206	317 / 307 / 226	2043 / 1938 / 1689	2312 / 2221 / 1883	751 / 806 / 650	96 / 142 / 99	96 / 100 / 83		
MAY	41 / 36 / 27	83 / 82 / 97	116 / 111 / 117	83 / 82 / 97	116 / 111 / 117	115 / 115 / 115	18 / 24 / 14	660 / 766 / 660	3388 / 3520 / 3352	3237 / 3241 / 3187	107 / 141 / 99	86 / 96 / 81	241 / 245 / 209	329 / 369 / 304	364 / 406 / 337	274 / 278 / 235	349 / 338 / 301	318 / 296 / 254	307 / 216 / 231	316 / 273 / 281	288 / 281 / 184	274 / 288 / 206	317 / 307 / 226	2043 / 1938 / 1689	2312 / 2221 / 1883	751 / 806 / 650	96 / 142 / 99	96 / 100 / 83		
JUNE	33 / 29 / 20	110 / 129 / 77	132 / 153 / 101	110 / 129 / 77	132 / 153 / 101	115 / 115 / 115	21 / 19 / 11	676 / 779 / 690	3307 / 3404 / 3345	3237 / 3241 / 3187	107 / 141 / 99	86 / 96 / 81	241 / 245 / 209	329 / 369 / 304	364 / 406 / 337	274 / 278 / 235	349 / 338 / 301	318 / 296 / 254	307 / 216 / 231	316 / 273 / 281	288 / 281 / 184	274 / 288 / 206	317 / 307 / 226	2043 / 1938 / 1689	2312 / 2221 / 1883	751 / 806 / 650	96 / 142 / 99	96 / 100 / 83		
JULY	22 / 24 / 24	99 / 101 / 91	129 / 131 / 117	99 / 101 / 91	129 / 131 / 117	115 / 115 / 115	18 / 20 / 15	576 / 626 / 613	3343 / 3345 / 3286	3237 / 3241 / 3187	107 / 141 / 99	86 / 96 / 81	241 / 245 / 209	329 / 369 / 304	364 / 406 / 337	274 / 278 / 235	349 / 338 / 301	318 / 296 / 254	307 / 216 / 231	316 / 273 / 281	288 / 281 / 184	274 / 288 / 206	317 / 307 / 226	2043 / 1938 / 1689	2312 / 2221 / 1883	751 / 806 / 650	96 / 142 / 99	96 / 100 / 83		
AUGUST	30 / 29 / 26	99 / 101 / 91	129 / 131 / 117	99 / 101 / 91	129 / 131 / 117	115 / 115 / 115	18 / 20 / 15	576 / 626 / 613	3343 / 3345 / 3286	3237 / 3241 / 3187	107 / 141 / 99	86 / 96 / 81	241 / 245 / 209	329 / 369 / 304	364 / 406 / 337	274 / 278 / 235	349 / 338 / 301	318 / 296 / 254	307 / 216 / 231	316 / 273 / 281	288 / 281 / 184	274 / 288 / 206	317 / 307 / 226	2043 / 1938 / 1689	2312 / 2221 / 1883	751 / 806 / 650	96 / 142 / 99	96 / 100 / 83		
SEPTEMBER	30 / 29 / 26	99 / 101 / 91	129 / 131 / 117	99 / 101 / 91	129 / 131 / 117	115 / 115 / 115	18 / 20 / 15	576 / 626 / 613	3343 / 3345 / 3286	3237 / 3241 / 3187	107 / 141 / 99	86 / 96 / 81	241 / 245 / 209	329 / 369 / 304	364 / 406 / 337	274 / 278 / 235	349 / 338 / 301	318 / 296 / 254	307 / 216 / 231	316 / 273 / 281	288 / 281 / 184	274 / 288 / 206	317 / 307 / 226	2043 / 1938 / 1689	2312 / 2221 / 1883	751 / 806 / 650	96 / 142 / 99	96 / 100 / 83		
OCTOBER	30 / 29 / 26	99 / 101 / 91	129 / 131 / 117	99 / 101 / 91	129 / 131 / 117	115 / 115 / 115	18 / 20 / 15	576 / 626 / 613	3343 / 3345 / 3286	3237 / 3241 / 3187	107 / 141 / 99	86 / 96 / 81	241 / 245 / 209	329 / 369 / 304	364 / 406 / 337	274 / 278 / 235	349 / 338 / 301	318 / 296 / 254	307 / 216 / 231	316 / 273 / 281	288 / 281 / 184	274 / 288 / 206	317 / 307 / 226	2043 / 1938 / 1689	2312 / 2221 / 1883	751 / 806 / 650	96 / 142 / 99	96 / 100 / 83		
NOVEMBER	30 / 29 / 26	99 / 101 / 91	129 / 131 / 117	99 / 101 / 91	129 / 131 / 117	115 / 115 / 115	18 / 20 / 15	576 / 626 / 613	3343 / 3345 / 3286	3237 / 3241 / 3187	107 / 141 / 99	86 / 96 / 81	241 / 245 / 209	329 / 369 / 304	364 / 406 / 337	274 / 278 / 235	349 / 338 / 301	318 / 296 / 254	307 / 216 / 231	316 / 273 / 281	288 / 281 / 184	274 / 288 / 206	317 / 307 / 226	2043 / 1938 / 1689	2312 / 2221 / 1883	751 / 806 / 650	96 / 142 / 99	96 / 100 / 83		
DECEMBER	30 / 29 / 26	99 / 101 / 91	129 / 131 / 117	99 / 101 / 91	129 / 131 / 117	115 / 115 / 115	18 / 20 / 15	576 / 626 / 613	3343 / 3345 / 3286	3237 / 3241 / 3187	107 / 141 / 99	86 / 96 / 81	241 / 245 / 209	329 / 369 / 304	364 / 406 / 337	274 / 278 / 235	349 / 338 / 301	318 / 296 / 254	307 / 216 / 231	316 / 273 / 281	288 / 281 / 184	274 / 288 / 206	317 / 307 / 226	2043 / 1938 / 1689	2312 / 2221 / 1883	751 / 806 / 650	96 / 142 / 99	96 / 100 / 83		
CALENDAR YEAR	213 / 206 / 181	692 / 710 / 635	905 / 916 / 816	692 / 710 / 635	905 / 916 / 816	123 / 143 / 107	4032 / 4381 / 4292	23999 / 23414 / 23005	32399 / 32414 / 32005	3237 / 3241 / 3187	107 / 141 / 99	86 / 96 / 81	241 / 245 / 209	329 / 369 / 304	364 / 406 / 337	274 / 278 / 235	349 / 338 / 301	318 / 296 / 254	307 / 216 / 231	316 / 273 / 281	288 / 281 / 184	274 / 288 / 206	317 / 307 / 226	2043 / 1938 / 1689	2312 / 2221 / 1883	751 / 806 / 650	96 / 142 / 99	96 / 100 / 83		
MONTHLY AVERAGE	30 / 29 / 26	99 / 101 / 91	129 / 131 / 117	99 / 101 / 91	129 / 131 / 117	115 / 115 / 115	18 / 20 / 15	576 / 626 / 613	3343 / 3345 / 3286	3237 / 3241 / 3187	107 / 141 / 99	86 / 96 / 81	241 / 245 / 209	329 / 369 / 304	364 / 406 / 337	274 / 278 / 235	349 / 338 / 301	318 / 296 / 254	307 / 216 / 231	316 / 273 / 281	288 / 281 / 184	274 / 288 / 206	317 / 307 / 226	2043 / 1938 / 1689	2312 / 2221 / 1883	751 / 806 / 650	96 / 142 / 99	96 / 100 / 83		

NORTHERN INYO HOSPITAL
DEPARTMENTAL NON-EMERGENCY OUTPATIENT VISITS

Effective April 2010, Radiology Visits include all patient types (OP, IP, & ER); this is a change from only Outpatients

MONTHS 2010	DIAGNOSTIC RADIOLOGY		MAMMOGRAPHY		NUCLEAR MEDICINE		ULTRASOUND		CT SCANNING		MRI		LABORATORY		EKG/EEG		PHYSICAL THERAPY		RESPIRATORY THERAPY		RURAL HEALTH CLINIC		TOTALS																
	08	09	10	08	09	10	08	09	10	08	09	10	08	09	10	08	09	10	08	09	10	08	09	10															
JANUARY	544	606	622	193	434	330	71	96	77	205	206	198	170	165	167	89	470	658	1809	1635	1619	103	120	96	335	363	352	10	10	17	1057	1457	1220	4586	5562	5356			
FEBRUARY	593	477	542	193	182	313	63	51	51	205	195	201	217	153	147	85	435	456	1744	1643	1522	113	116	114	364	314	376	11	10	15	1150	1374	1254	4738	4950	4991			
MARCH	529	581	567	311	261	324	133	1	99	223	201	206	233	152	170	403	472	440	1774	1904	1795	149	121	117	346	428	449	12	13	9	1211	1477	1404	5324	5611	5577			
APRIL	697	600	786	199	378	289	183	68	57	196	198	252	264	161	161	453	483	148	1984	1824	1804	121	108	113	410	380	395	14	16	10	1318	1423	1394	5839	5609	5409			
MAY	613	650	764	479	391	177	167	87	40	213	187	234	230	131	183	424	656	109	1756	1811	1622	137	103	93	349	354	456	9	12	19	1308	1373	1165	5687	5785	4862			
JUNE	616	594	632	486	455	199	118	37	42	186	224	220	156	150	168	542	461	100	1752	1881	1707	123	120	104	314	368	401	19	19	14	1247	1387	1346	5559	5716	4923			
JULY	604	610	732	477	444	205	71	84	45	196	210	253	157	179	179	443	505	111	1716	1805	1589	142	102	118	357	328	423	15	11	17	1190	1116	1123	5368	5394	4795			
AUGUST	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/		
SEPTEMBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	
OCTOBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
NOVEMBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
DECEMBER	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
CALENDAR YEAR	4186	4118	4645	2338	2545	1834	806	424	411	1424	1421	1564	1427	1091	1165	2439	3482	2022	12537	12503	11658	888	790	755	2475	2555	2852	90	91	101	8481	9607	8906	37101	38627	35913			
MONTHLY AVERAGES	599	588	684	334	364	262	115	61	59	203	203	223	204	156	166	348	497	289	1791	1786	1665	127	113	108	354	385	407	13	13	14	1212	1372	1272	5300	5518	5130			

*Radiology has changed their methodology for capturing statistics and feel these are more accurate. They are much higher than previously reported.

**Northern Inyo Hospital
Monthly Report of Capital Expenditures
Fiscal Year Ending JUNE 30, 2010
As of JULY 31, 2010**

MONTH APPROVED BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
FY 2008-09	Coagulation Analyzer	25,000
FY 2009-10	CommVault IT Data Backup	75,031
	CDW-G IT Network Switches	74,382
	Platelet Function Analyzer	9,000
	Birch Street Probably Cleanup and Improvements	117,000
	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>1,619,132</u>
FY 2010-11		
	AMOUNT APPROVED BY THE BOARD IN THE CURRENT FISCAL YEAR TO BE EXPENDED IN THE CURRENT FISCAL YEAR	<u>0</u>
	Amount Approved by the Board in Prior Fiscal Years to be Expended in the Current Fiscal Year	1,293,814
	Amount Approved by the Board in the Current Fiscal Year to be Expended in the Current Fiscal Year	<u>0</u>
	Year-to-Date Board-Approved Amount to be Expended	0
	Year-to-Date Administrator-Approved Amount Actually Expended in Current Fiscal Year	16,459 * <u>325,318 *</u>
	Year-to-Date Completed Building Project Expenditures	0 *
	TOTAL FUNDS APPROVED TO BE EXPENDED	<u><u>341,777</u></u>
	Total-to-Date Spent on Incomplete Board Approved Expenditures	130,644

Northern Inyo Hospital
Monthly Report of Capital Expenditures
Fiscal Year Ending JUNE 30, 2010
As of JULY 31, 2010

MONTH
APPROVED

Reconciling Totals:

Actually Capitalized in the Current Fiscal Year Total-to-Date	341,777
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	0
	<hr/>
	0
ACTUAL FUNDS APPROVED IN THE CURRENT FISCAL YEAR TOTAL-TO-DATE	341,777
	<hr/> <hr/>

Donations by Auxiliary	0
Donations by Hospice of the Owens Valley	0
+Tobacco Funds Used for Purchase	0
	<hr/>
	0
	<hr/> <hr/>

*Completed Purchase
(Note: The budgeted amount for capital expenditures for all priority requests for the fiscal year ending June 30, 2010, is \$1,800,000 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 JULY 31, 2010**

Administrator-Approved Item(s)	Department	Amount	Month Total	Grand Total
6GAL WATER HEATER FOR DISHWASHER	DIETARY	2,848		
MOTORIZED TILT TRUCK 500LB CAPACITY	LAUNDRY	2,855		
NEW CARPETING FOR RHC	RHC	10,755		
MONTH ENDING JULY 2010			16,459	16,459

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NORTHERN INYO HOSPITAL

SECURITY REPORT

05/25/10 THRU 06/25/10

FACILITY SECURITY

Access security during this period revealed eight occasions of open or unsecured doors being located during those hours when doors were to be secured. Three interior doors were located during this same period.

Main building roof access was found unsecure on two occasions.

Pioneer Medical Building was found unsecure on eleven occasions.

Turner facilities were found unsecure on two occasions.

HUMAN SECURITY

On May 27th, a disruptive 5150 patient required Security standby.

On May 28th, Emergency Department Staff requested Security for an extremely intoxicated, patient that was uncooperative. Treatment was given without further incident.

On May 29th, Emergency Department Staff requested assistance for a combative, overdose, patient. Security Staff along with assistance from Bishop Police restrained the patient.

On June 1st, Security Staff was requested for a disruptive, 5150 patient.

On June 2nd, Security Staff assisted the Inyo County Sheriff's Personnel with a combative, arrestee brought in for pre-booking, medical clearance.

On June 4th, Bishop Police personnel presented an arrestee for a pre-booking medical clearance. This subject was determined to be 5150. Security Staff stood by with this patient, until a 72 hours facility was located later on June 5th.

On June 5th, Security Staff stood by with a disruptive, Emergency Department, patient.

On June 6th, Security Staff stood by with a disruptive, 5150, patient.

On June 10th, Security Staff assisted with an angry, disruptive, Emergency Department patient.

On June 13th, a female, subject entered the Hospital reporting she had been injured as a result of being assaulted by a local, on-duty, Police Officer. The Police Department was advised and responded two officers. It was later determined that the female had been removed from a local restaurant for disorderly conduct. This female refused medical treatment.

On June 22nd, A Floor staff requested assistance with a combative, patient. The patient was restrained with the assistance of Security Staff and sedated.

On June 23rd, Security Staff assisted Bishop Police personnel with a forced blood draw in the Lab.

Security Staff provided Law Enforcement assistance on twelve occasions during this period. Five of these were for Lab BAC's.

5150 assistance was provided on nine occasions.

Security Staff provided patient assistance on nineteen occasions during this period.

Srd

05/26/10

NORTHERN INYO HOSPITAL

SECURITY REPORT

06/26/10 THRU 07/26/10

FACILITY SECURITY

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

Main building roof access was found open on two occasions.

Turner Construction facilities were found unsecure on one occasion.

Pioneer medical Building was found open on fourteen occasions.

HUMAN SECURITY

On June 27th, a patient became hostile upon discharge. Security escorted the subject out of the Hospital and was able to contact a friend to provide transportation home.

On June 28th, Environmental Services Staff reported a suspicious, occupied, vehicle to the rear of the Rural Health Clinic. Security responded and located a subject who was identified as a Service Technician working on the cell tower to the north of RHC.

On June 29th, an intoxicated, assault, victim was brought into the Emergency Department. The subject was foul mouthed and ultimately made threats to ED Staff. This subject was restrained with the assistance of Bishop Police personnel prior to continuation of treatment.

On July 5th, Security Staff located an unidentified male subject loitering around the quad area between A Floor, Radiology and Respiratory. The subject was briefly detained and refused to identify himself or state his reason for being there. Security called for Police Department assistance at which time the subject fled west on foot. The subject was not located however; he was described as a white, male, adult, mid-thirties, six feet, two inches tall, 180 pounds, with blond or light brown hair, cut very short and balding on the top. The subject was wearing a white, tank top, jeans and had numerous tattoos on his arms and shoulders. The subject appeared to be under the influence of a controlled substance. The Nursing Supervisor, Emergency Department Clerk and Lab Staff were notified.

On July 17th, a 5150, ICU patient became unruly and required Security Staff standby until transport several hours later.

On July 17th, EMS came in with a very intoxicated and combative, assault victim. Security Staff with assistance from Bishop Police restrained this patient prior to treatment.

On July 18th, Security Staff stood by in the Emergency Department with an uncooperative and belligerent, patient until treatment and discharge were complete.

On July 18th, an Emergency Department, patient became disruptive and required Security Staff standby.

On July 19th, Security Staff and Bishop Police restrained a 5150 patient that was combative. This patient was sedated and stabilized without further incidence.

On July 22nd, Inyo County Sheriff's personnel requested a medical clearance on an extremely disruptive arrestee. Security Staff stood by until the subject was cleared for booking.

On July 22nd, EMS presented an inmate from Camp 26 that had been injured during the mop up of a local wildfire. This inmate was brought to the Hospital without a California DOC Guard. This subject was monitored by Security Staff during his treatment and DOC personnel arrived at the Hospital just prior to his discharge.

On July 23rd, Inyo County Sheriff's personnel brought an arrestee in for medical clearance. This subject was ultimately released from arrest and admitted to the Hospital in ICU for medical treatment. The subject was released from arrest upon admission to the Hospital.

Security Staff provided Law Enforcement assistance on fifteen instances during this period, two of which were for Lab BAC's.

5150 standby was provided on seven occasions during this period.

Security Staff provided patient assists on twenty three instances during this period.

Srd

07/28/10

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COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER 0
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX
Inyottc@inyocounty.us



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

To: Inyo County Treasury Pool Participants

From: Alisha McMurtrie, Treasurer-Tax Collector

Date: July 13, 2010

Subject: Annual Statement of Carry & Market Valuation per GASB 31.

Attached is the annual statement of the carry and market valuation of the Inyo County Treasury as of June 30, 2010. This statement is provided pursuant to the mandates of Government Accounting Standards Board adopted Statement 31 (GASB 31). Questions regarding use of this statement should be directed to your accountant.

As reflected in the statement, if the Inyo County Treasury had been liquidated on June 30, 2010, every dollar on deposit would have been worth \$0.999602. You will note that the market value is less than the carry value. This is due to the fact that interest rates have increased since the settlement dates on some of the portfolio investments. It is the intention of this office to hold all investments to their maturity dates. In addition, we anticipate that the investment portfolio will provide the liquidity demanded by Treasury participants. Therefore, it is anticipated that all investments will be redeemed on their respective maturity dates at the carry value of each investment.

COUNTY OF INYO
 TREASURER-TAX COLLECTOR
 168 NORTH EDWARDS STREET
 POST OFFICE DRAWER O
 INDEPENDENCE, CA 93526-0614
 (760) 878-0312 • (760) 878-0311 FAX
 Inyottc@inyocounty.us



ALISHA McMURTRIE
 TREASURER-TAX COLLECTOR

**Market Valuation of the Inyo County Treasury
 As of June 30, 2010
 (Prepared pursuant to GASB 31)**

Type of Asset	Carry Value	Market Value
Cash and Equivalent	\$ 1,751.53	\$ 1,751.53
Union Bank Account	2,280,930.23	2,280,930.23
El Dorado Bank Account	26,753.00	26,753.00
State Treasurer's LAIF	25,950,000.00	25,950,000.00
AIM Money Market	4,000,000.00	4,000,000.00
UBS Money Market	4,750,000.00	4,750,000.00
U.S. Gov't. Obligations*	39,946,565.00	39,913,613.90
Commercial Paper	13,937,105.00	13,934,610.00
TOTAL	\$ 90,893,104.76	\$ 90,857,658.66
LESS: Outstanding Checks:		
County Checks	(840,970.71)	(840,970.71)
School Checks	(785,092.95)	(785,092.95)
NET TOTAL	\$ 89,267,041.10	\$ 89,231,595.00

*Note: Prepaid interest and premiums paid as a portion of the purchase price of securities is deducted from the carry value of such securities on the settlement dates.

The value of each dollar (\$1.00) on deposit in the Inyo County Treasury on June 30, 2010 would have been \$0.999602 (\$89,231,595.00/\$89,267,041.10) if the entire investment portfolio of the Treasury had been liquidated on that date. *(This information should be footnoted in your agency's annual financial statement pursuant to the requirements of GASB 31.)*

Prepared by: Alisha McMurtrie, Inyo County Treasurer-Tax Collector

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COUNTY OF INYO

ENVIRONMENTAL HEALTH SERVICES

P. O. Box 427

INDEPENDENCE, CALIFORNIA 93526

(760) 878-0238

(760) 873-7866



Date: 8/23/10

Time: 9:15

Reinspection _____

Food Facility Inspection Report

Facility: <u>NORTHERN INYO HOSPITAL</u>	Address: <u>BISHOP</u>
Food Safety Certificate: Name: <u>GLENN FOREHAND</u> Exp. Date: <u>12/11</u>	
In= In Compliance N/O= Not observed [X]= items not in compliance cos= corrected on site maj= major	

		cos	maj	out		out
<input checked="" type="checkbox"/> N/O	1 Demonstration of knowledge				24 Person in charge present and performs duties	
<input checked="" type="checkbox"/> In	2 Communicable disease restriction				25 Personal cleanliness and hair restraint	
<input checked="" type="checkbox"/> N/O	3 Discharge of eyes, nose, mouth				26 Approved thawing methods	
<input checked="" type="checkbox"/> N/O	4 Eating, tasting, drinking, tobacco				27 Food separated and protected	
<input checked="" type="checkbox"/> N/O	5 Hands properly washed, glove use				28 Washing fruits and vegetables	
<input checked="" type="checkbox"/> In	6 Handwashing facilities available				29 Toxic substances properly identified and stored	
<input checked="" type="checkbox"/> N/A N/O	7 Proper hot and cold holding				30 Food storage 31 self service 32 labeled	
<input checked="" type="checkbox"/> In N/A N/O	8 Time as control, records				33 Nonfood contact surfaces clean	
<input checked="" type="checkbox"/> N/A N/O	9 Proper cooling				34 Warewashing facilities maintained, test strips	
<input checked="" type="checkbox"/> N/A N/O	10 Cook time, temp				35 Equipment, utensils, approved, clean good repair	
<input checked="" type="checkbox"/> N/A N/O	11 Reheating temperature				36 Equipment, utensils and linens, storage and use	
<input checked="" type="checkbox"/> In N/A N/O	12 Returned and reservice of food				37 Vending Machines	
<input checked="" type="checkbox"/> In	13 Food in good condition, safe				38 Adequate ventilation and lighting	
<input checked="" type="checkbox"/> N/A N/O	14 Food contact surfaces clean, sanitized				39 Thermometers provided and adequate	
<input checked="" type="checkbox"/> In	15 Food from approved source				40 Wiping cloths properly used and stored	
<input checked="" type="checkbox"/> In N/A N/O	16 Shell stock tags 17 Gulf Oyster regs				41 Plumbing, proper backflow prevention	
<input checked="" type="checkbox"/> In N/A N/O	18 Compliance with HACCP plan				42 Garbage properly disposed, facilities maintained	
<input checked="" type="checkbox"/> In N/A N/O	19 Advisory for raw/undercooked food				43 Toilet facilities supplied, clean	
<input checked="" type="checkbox"/> N/A	20 Health care/ School prohibited food				44 Premises clean, vermin proof	
<input checked="" type="checkbox"/> In	21 Hot & cold water. Hot Temp: <u>121</u> °F				45 Floors, walls and ceilings maintained and clean	
<input checked="" type="checkbox"/> In	22 Wastewater properly disposed				46 No unapproved living or sleeping quarters	
<input checked="" type="checkbox"/> In	23 No rodents, insects, birds, animals				47 Signs posted; Last inspection report available	

No PHF []

Temp	Food	Location	Temp	Food	Location	Temp	Food	Location
<u>49.28</u>	<u>10, 41, 40</u>	<u>DEFIRS</u>						
<u>39</u>		<u>WALL-14</u>						

Comments:

FOOD IS SAFELY STORED + PREPARED. FACILITY IS CLEAN & WELL MAINTAINED.

Received By: Clair Inupel

REHS: ANDREW KIRK

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COUNTY OF INYO, STATE OF CALIFORNIA
MARY A. ROPER, CLERK-RECORDER, REGISTRAR OF VOTERS

Telephone: (760) 873-8481, (760) 878-0223, (760) 876-5559, (800) 447-4696 P. O. Drawer F, Independence, CA 93526
168 N. Edwards St., Independence, CA

August 18, 2010

Northern Inyo County Hospital District
150 Pioneer Lane
Bishop, CA 93514

RE: CONSOLIDATED GENERAL ELECTION - NOVEMBER 2, 2010

No election will be held in your district because the number of persons filing did not exceed the number of vacancies. The final date for filing Declarations of Candidacy for the Governing Board of the Northern Inyo County Hospital District was August 6, 2010.

ONE person(s) filed for ONE governing board positions:

Denise M. Hayden – ZONE 2 – 2YRS
Peter J. Watercott – ZONE 3 – 4YRS
M.C. Hubbard – ZONE 5 – 4YRS

Per Election Code §10515, the Board of Supervisors will appoint these candidates at a meeting prior to the Monday before the first Friday in December.

Please contact the Elections Department if you have any questions.

Sincerely,

Kammi Foote
Asst. County Clerk-Recorder

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**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Prostaglandin or Cervidil Vaginal Insert for Cervical Ripening	
Scope:	Department: OB/Gyn
Source: Kneip, Jan	Effective Date:

Purpose:

To increase the effectiveness of induction by oxytocin through ripening of the cervix of those women who are candidates for induction.

Policy:

1. Administration of the Prostin gel is to be done by a physician or CNM only. Cervidil may be placed by a physician, CNM or an experienced L&D RN.
2. Patient's receiving Prostin gel or Cervidil for cervical ripening/induction will be cared for by a Perinatal Unit staff nurse.

Special considerations:

Physician or CNM order IS required.

Procedure may be performed by: RN

Special education required to perform procedure: yes

1. Completion of basic fetal monitoring class
2. Completion of OB unit orientation including independent nursing management of induction/augmentation as determined by the Perinatal Nurse Manager.

Age specific considerations: Teenage patients may need more detailed explanations depending on maturity and level of understanding

Equipment- Prostin Gel:

1. Sterile gloves
2. Sterile scissors (optional)
3. 3.0 ET tube
4. EFM
5. Prostin gel (obtain from pharmacy)

Equipment- Cervidil:

1. Gloves (sterile if membranes ruptured)
2. EFM
3. Cervidil (obtain from pharmacy or the M/S Omnicell)

Precautions:

1. Patients to whom Prostin gel or Cervidil are usually administered are those patients who are candidates for induction of labor for maternal or fetal medical conditions, such as PIH, diabetes, IUGR, anencephaly, post dates, or any other specific conditions where induction of labor is indicated. Caution should be exercised in the administration of Cervidil for cervical ripening in patients with ruptured membranes.
2. Patients to whom Prostin gel or Cervidil are usually NOT administered would be those patients who request an elective induction, inductions for impending fetal jeopardy requiring delivery, and for those patients who have a medical condition wherein prostaglandin might produce adverse affects (i.e. cardiac disease, active asthma, glaucoma or acute vaginal bleeding).
3. Ask patient if she has asthma (active or childhood history), cardiac disease, glaucoma or any vaginal bleeding-chart and report findings to MD/CNM
4. Allow Prostin gel to warm to room temperature prior to administration. Cervidil should be inserted immediately after removal from the foil package. There is no need for pre-warming.
5. In general there are no side effects when the Prostin gel is administered intracervically

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Prostaglandin or Cervidil Vaginal Insert for Cervical Ripening	
Scope:	Department: OB/Gyn
Source: Kneip, Jan	Effective Date:

or the Cervidil is placed into the posterior fornix of the vagina. Should the gel escape into the extra-amniotic space, the following may occur within one hour: myometrial stimulation, uterine hypertonus, shivering, backache, vomiting and diarrhea. These have also been noted as occasional adverse effects past placement of Cervidil.

a. Uterine hypertonus:

Consider removal of Cervidil if used. Call for assistance, place patient on left side, note fetal heart pattern, administer tocolytic agent as ordered, reassure and support patient and coach, anticipate possible C-birth, administer analgesics as ordered.

b. Fetal distress: Remove Cervidil immediately if in place. Turn patient to left side, administer oxygen at 10 liters per face mask, if patient has an IV-increase rate to infuse bolus of IV fluids, and notify MD/CNM immediately.

c. Diarrhea: encourage fluids, administer antidiarrhea medication as ordered

Procedure:

1. The patient will be admitted to the Perinatal Unit and classified as "OB test" (if the patient does not go into active labor following the Prostin or Cervidil administration and the MD/CNM orders that the patient is to sleep for the night and will receive a Pitocin induction in the morning, reclassify the patient by 2100 as a "medical OB" patient.
2. Apply the external fetal monitor and run a baseline strip (30 minutes is desirable)
3. Place the patient in lithotomy position for the insertion of Prostin gel or Cervidil.
4. Prostin Gel:
 - a) Using sterile technique, open the ET tube package for the MD/CNM, keeping the majority of the tube inside the package. Remove the ET tube adapter (pull off or cut with sterile scissors) and attach the syringe of Prostin gel to the end of the ET tube.
 - b) Depress the syringe and fill the tube with the medication
 - c) Give the filled tube with attached syringe to the MD/CNM for insertion.
 - d) Monitor the patient for at least 1 hour after administration of the medication.
 - e) The patient will be on bedrest for at least 1 hour after instillation of the medication.
 - f) Additional doses of Prostin gel may be administered according to MD/CNM orders (usually a total of 3 doses are given at 2 hour intervals- but this may vary depending on MD/CNM preference)
5. Cervidil:
 - a) Open the Cervidil package and remove vaginal insert.
 - b) Cervidil should never be inserted without the retrieval system. A minimal amount of a water-soluble lubricant can be used to assist in insertion.
 - c) Monitor the patient for at least 1-2 hours after insertion of the medication.
 - d) Patients should remain in the supine position for 1-2 hours after the insertion of Cervidil, but thereafter may be ambulatory as desired.
 - e) Cervidil should be removed if uterine hyperstimulation or fetal distress occur,

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Prostaglandin or Cervidil Vaginal Insert for Cervical Ripening	
Scope:	Department: OB/Gyn
Source: Kneip, Jan	Effective Date:

or if the patient goes into active labor.

f) Cervidil should be removed 12 hours after insertion, and prior to amniotomy.

6. Prostin Gel and Cervidil:

- a) Be prepared to start a Pitocin induction if ordered-refer to policy on Pitocin induction of labor (usually Pitocin induction is started 6-8 hours after the last dose of Prostin gel, but this can vary depending on MD/CNM preference). Pitocin should not be started for at least 1 hour past removal of the Cervidil vaginal insert.

Documentation:

1. Obtain consent for Induction of Labor from the patient. Risks and benefits must be discussed with the patient by the primary care provider.
2. Chart the administration of Prostin gel or Cervidil, the MD or CNM performing the procedure, and the maternal/fetal response to the actual procedure on the L&D flow sheet.
2. Chart the maternal/fetal status prior to and following the procedure as documented on the EFM.
3. Perform and chart all care according to intrapartum guidelines for all laboring patients

Committee approval needed: yes, Perinatal-Pediatrics and Pharmacy (7/2010)

Responsibility: Perinatal Unit Head Nurse

Index listings: Prostin Gel for Cervical Ripening, Assisting the Physician/CNM with Medication, Prostin Gel for Cervical Ripening Induction, Prostin Gel

Revised: 8/2010

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**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Pitocin Induction or Augmentation of Labor	
Scope:	Department: OB/Gyn
Source: Kneip, Jan	Effective Date:

PURPOSE:

To provide guidelines for administration of Oxytocin (Pitocin) for induction or augmentation of labor to Perinatal Unit RNs

POLICY:

1. A qualified Perinatal Unit RN may initiate an Oxytocin infusion for induction or augmentation of labor when ordered by the attending physician.
2. The physician must be within 15 minutes of the hospital and available immediately by phone.
3. Patients must be on continuous fetal monitoring while on Oxytocin unless the Oxytocin is at a stable rate, there is a reassuring strip, and the Physician orders the patient off monitoring.
4. If internal monitoring is requested refer to "Internal Fetal Monitoring" policy.
5. A reassuring baseline fetal monitoring strip must be obtained prior to the beginning of the induction or augmentation.
6. The nurse must inform the physician if any of the following occur:
 - a. Abnormal FHR
 - b. Uterine tetany
 - c. Failure to progress
 - d. Inability to adequately monitor the patient
 - e. Maternal sequelae: increased BP, increased temperature, excessive bleeding, signs and symptoms of water intoxication, e.g., shortness of breath, edema, increased B/P, urinary output <30-50ml/hr.
 - f. If at any time the nurse feels it is not safe to start or continue the induction or augmentation.
 - g. The patient has more than 5 contractions in 10 minutes averaged over a 30 minute period.
7. The MD will order the rate for IV maintenance fluids.

SPECIAL CONSIDERATIONS:

Physician order is required

Procedure may be performed by an RN.

Special education required to perform procedure: yes

1. Completion of basic fetal monitoring certification.
2. Must have a minimum of six months experience in Perinatal Nursing.
3. Must be observed at the bedside in the performance of induction/augmentation using an intravenous Oxytocin infusion, under the guidance and direction of the Perinatal Unit Nurse Manager or designee.

Age specific considerations should be evaluated and education needs addressed.

PRECAUTIONS:

1. Contraindications for use of Oxytocin include: CPD, fetal malpresentations, prolapsed cord, macrosomia, placenta previa or abruption, prior cesarean section, fetal distress, or active genital herpes.
2. Dependent on individual patient responses, a 1:1 nurse to patient ratio may be required.

PROCEDURE:

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Pitocin Induction or Augmentation of Labor	
Scope:	Department: OB/Gyn
Source: Kneip, Jan	Effective Date:

1. Prior to starting Oxytocin, obtain and assess maternal vital signs, complete a vaginal exam, and a 20-minute baseline fetal monitoring strip.
2. Explain the procedure and plan of care to the patient and obtain a written consent.
3. Start a mainline IV of 1000 ml LR or solution ordered by the physician. An 18-gauge catheter is preferred. Use surgical tubing with multi-flow clamp extension. Infuse at TKO or rate ordered.
4. Obtain a pre-mix bag of Pitocin 30 units in 0.9% NaCL 500ML
5. Place IV Pitocin Rate label to bag.
6. Place Pitocin on IV pump and piggyback to the mainline IV tubing using the port nearest the patient's catheter site.
7. The Oxytocin rate will be ordered by the MD. The concentration is 1 milliunit (mU) per minute = 1mL per hour. The starting rate and interval for change rate will be specifically ordered by the MD.
8. Increases and decreases in the amount of Oxytocin being infused are to be done with discretion and will be based on each patient's individual sensitivities and responses. These changes may be done in 0.5 mU/min increments if the standard changes of 1 mU/min do not achieve the desired results.
9. Nursing assessments and documentation must be made every 30 minutes or more often if the patient's condition requires more frequent intervention.
10. Crisis Intervention:
 - a. Non-reassuring fetal heart pattern:
 1. Turn Oxytocin infusion off and notify physician.
 2. Turn patient to side and elevate legs slightly (30 degrees).
 3. Give mother oxygen at 10 liters per minute with a tight facemask.
 4. Turn primary IV on and give a 200ml fluid bolus unless contraindicated due to maternal diseases
 5. Have Tocolytics (Terbutaline, Magnesium Sulfate) available.
 - b. Maternal Shock:
 1. Turn Oxytocin infusion off and notify physician.
 2. Turn patient to side and keep flat.
 3. Give oxygen at 10 liters/min with a tight facemask.
 4. Open mainline IV and run in enough fluid to maintain BP until help arrives or further orders by the physician have been obtained.
 5. Keep patient warm.
 6. Try to keep patient reassured and comfortable.
 7. Observe for hemorrhage.
 - c. Tetanic Contractions
 1. Turn Oxytocin infusion off and notify MD.
 2. Turn patient to their side
 3. Assess fetal pattern and treat as outlined
 4. Oxytocin should not be restarted without a physicians order.
 - d. If no response to above interventions, patient may need to be prepared for emergency c-section.

DOCUMENTATION:

Patient monitoring and recording will be done in the following manner unless otherwise ordered by the physician:

1. Maternal vital signs:

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Pitocin Induction or Augmentation of Labor	
Scope:	Department: OB/Gyn
Source: Kneip, Jan	Effective Date:

- a. Temperature q 4 hours with intact membranes.
- b. Temperature q 2 hours with ruptured membranes, q 1 hr if elevated to 100° and q 30 minutes if temp over 101°
- c. Pulse and respirations q 1 hour.
- d. BP q 10-15 minutes when Oxytocin dose is changed.
- e. BP q 30 minutes when Oxytocin dose is stable.
2. Fetal heart rate, pattern and variability:
 - a. First stage - record q 15-30 min.
 - b. Second stage – If patient on continuous monitoring assess FHR q 5 min. If by auscultation only FHR must be documented every 5 min.
 - c. Record with each Oxytocin dosage change.
 - d. Uterine activity and pattern:(every 30 minutes or with dosage change)
3. Observe for, document, and notify physician of the occurrence of the following potential side effects:
4. Hypotension
 - a. Water intoxication (drowsiness, listlessness, headache, confusion, anuria and fluid retention).
 - b. Maternal tachycardia.
 - c. Nausea and vomiting.
 - d. Tetanic uterine contractions (Contractions that plateau and do not return to baseline for two contraction cycles or five minutes or one such contraction which lasts longer than three min.
 - e. Uterine hyperstimulation (UC's occurring less than 2 minutes apart and does not respond to decreasing Oxytocin dose).
 - f. Uterine hypertonus (UC's that do not return to baseline, or a baseline greater than 20 mmHg when using an IUPC)
 - g. Fetal tachycardia (FHR > 160 BPM for 10 minutes or longer).
 - h. Fetal bradycardia (FHR < 110 BPM for 10 minutes or longer).
5. Late decelerations
 - a. Prolonged or increasing variable decelerations.
 - b. Rapid labor progression.
 - c. Failure to progress (Lack of labor progression with adequate contraction patterns longer than 2 hrs.)
6. Non-reassuring pattern.
 - a. Type of non-reassuring pattern (i.e. late deceleration, fetal tachycardia, etc.)
 - b. Time non-reassuring pattern occurred.
 - c. Treatment or nursing intervention.
 - d. Result of nursing intervention.
 - e. Time physician notified.

DOCUMENTATION:

As noted above in procedure.

Committee approval needed: YES, Peri-Peds Committee

Responsibility for review and maintenance: Perinatal Nurse Manager

Index Listings: Oxytocin, Induction or Augmentation of Labor

Medications: Oxytocin Induction or Augmentation of Labor

Medications: Pitocin, Induction or Augmentation of Labor

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Pitocin Induction or Augmentation of Labor	
Scope:	Department: OB/Gyn
Source: Kneip, Jan	Effective Date:

Induction of Labor using Oxytocin
Augmentation of Labor using Oxytocin

Revised: 11/97; 07/06: 08/10

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**NORTHERN INYO HOSPITAL
PROTOCOL**

GENERAL POLICY FOR RURAL HEALTH CLINIC PHYSICIAN ASSISTANT

- I. Definition: Physician Assistant is licensed by the State of California Department of Consumer Affairs and possesses preparation and skills in physical diagnosis, psychosocial assessment, and management of health-illness needs in primary health care, and who has been prepared in a program that conforms to board standards.

- II. Development and Review
 - A. All Physician Assistant Protocols are developed collaboratively and approved by the NIH Interdisciplinary Practice Committee (IDPC) and must conform to Title 16, Chapter 7.7, section 3502 .
 - B. All Physician Assistant Protocols will be kept in a manual that includes date and signature of the Physician Assistant who is approved under the protocol and the Physician(s) Supervisor.
 - C. All Physician Assistant Protocols are to be reviewed every 3 years at minimum by the PA(s), Clinic Nurse Manager, Medical Director and then by the IDPC. Standardized procedures will be updated by the Physician Assistant(s), Nurse Clinic Manager, or Medical Director as practice changes.
 - D. All changes or additions to the Protocols are to be approved by the IDPC. All Protocols approved by the IDPC will be sent to the Medical Staff Executive Committee and, if so approved, to the NIH Board of Directors.

- III. Setting of Practice: Northern Inyo Hospital Rural Health Clinic (NIH RHC)

- IV. Scope of Practice
 - A. The PA may perform the following functions within his/her specialty area, consistent with their experience and credentialing, and limited to only those privileges current held by the PA's supervising physician: assessment, management, and treatment of episodic illness, chronic illness, contraception, and the common functions of health promotion, and general evaluation of health status (including but not limited to ordering laboratory procedures, x-rays, and physical therapies as well as recommending diets, and referring to specialty services when indicated).
 - B. Protocol functions, such as managing medication regimens, are to be performed at NIH RHC. Consulting Supervising Physician(s) will be available to the PA(s) in person or by electronic means/phone.
 - C. Physician consultation is to be obtained under the following circumstances:
 - 1. Emergent conditions requiring prompt medical intervention after the initial stabilizing care has been started.
 - 2. Acute decompensation of patient situation.
 - 3. Problem which is not resolving as anticipated.
 - 4. History, physical, or lab finding inconsistent with the clinical picture.
 - 5. Upon request of patient, nurse, or supervising physician.

- D. Medical Records: Medical record entries by the PA shall include, for all problems addressed: the patients' statement of symptoms, the physical findings, results of special studies, the PA's assessment and management plan including further studies ordered, medication or procedures, information given patient and the names of any physicians consulted.

V. Qualifications and Evaluations

- A. Each Physician Assistant performing PA Protocol functions must have a current California Physician Assistant license, be a graduate of an approved Physician Assistant program, and have current certification as a Physician Assistant by the California Physician Assistant Committee and the Department of Consumer Affairs.
- B. Evaluation of PA's competence in performance of Protocol functions will be done in the following manner:
 - 1. Initial: Within the first 3 months the Supervising Physician(s) will evaluate performance via direct observation, consultations and chart review/co-signature and provide feedback to the Interim PA. Input from other physicians and colleagues will be utilized. Recommendations to move from Interim status to full status will be considered. Clinic Nurse Manager along with the Medical Director will provide feedback utilizing performance evaluation based upon the PA job description.
 - 2. Routine: annually after the first year by the Supervising Physician/Medical Director and NIH RHC Nurse Manager through feedback from the physicians, colleagues and charting review. This will be addressed during the annual performance evaluation.
 - 3. Follow-up: areas requiring increased proficiency, as determined by the initial or routine evaluation, will be reevaluated by the NIH RHC Nurse Manager and NIH RHC Medical Director at appropriate intervals until acceptable skill level is achieved.

The scope of supervision for the performance of the functions referred to in this area shall include chart review as per the Delegation of Services Agreement.

- C. Further requirements shall be regular continuing education in primary care, including reading of appropriate journals and new text books, attending conferences in primary care sponsored by hospitals, professional societies, and teaching institutions equaling 15 hours a year, minimum.
 - 1. A record of continuing education must be submitted to the Clinic Nurse Manager annually at the time of the PA's evaluation.
 - 2. Continuing education information will remain on file in the PA's personnel folder along with written evaluations.

VI. Protocols

- A. The protocols developed for the use by the Physician Assistant are designed to describe the steps of medical care for given patient situations. They are to be used in the following circumstances: health promotion exams, contraception, routine gynecological problems, trauma, infectious disease contacts, and management of acute/episodic or chronic conditions.

Approval: This Physician Assistant protocol has been approved for use at Northern Inyo Hospital
by:

Chairman, Interdisciplinary Practice Committee

Date

Administrator

Date

Chief of Staff

Date

President, Board of Directors

Date

Physician Assistants authorized to perform this policy and date of authorization:

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Supervising Physician and date of approval:

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**NORTHERN INYO HOSPITAL
PROTOCOL**

**MANAGEMENT OF ACUTE ILLNESS FOR RURAL HEALTH CLINIC PHYSICIAN
ASSISTANTS**

Scope: PHYSICIAN ASSISTANTS

I. POLICY – Will meet all General Policy - Protocol guidelines.

A. This standardized procedure is designed to establish guidelines that will allow the Physician Assistant (PA) to medically manage acute illness and conditions.

B. Circumstances:

1. Patient population: pediatric and adult patients
2. Setting: Medical Clinic
3. Supervision: Physicians indicated in Delegation of Authority Agreement and the General Protocol

II. PROTOCOL

A. Definition: this protocol covers the medical management of acute illness, allergies, symptomatic complaints and emergencies in children and adults in the family practice ambulatory care setting.

B. Data Base

1. Subjective

- a. Historical information relevant to the acute illness.
- b. Historical information regarding concurrent problems.
- c. Historical information regarding relevant past medical problems.
- d. Patient's/family's efforts to treat the illness/condition.
- e. History of allergic/adverse reactions to medications.
- f. Status of patient's functional and instrumental abilities.

2. Objective

- a. Perform physical exam pertinent to presenting symptoms.
- b. Evaluate severity of complaint (i.e., vital sign changes, level of consciousness, unusual or unexpected symptoms).
- c. Order laboratory testing and diagnostic procedure as indicated.

3. Assessment

- a. Diagnosis consistent with subjective and objective findings.
 - b. Record data on appropriate areas on patient's chart.
4. Plan
- a. Medications as indicated (see Delegation of Services Agreement.)
 - b. Order further diagnostic testing as indicated.
 - c. Patient education appropriate to acute illness and any procedures, diagnostic testing, or medications ordered.
 - d. Order/perform therapeutic procedures as appropriate.
 - e. Order medical supplies and necessary equipment for treatment.
 - f. Refer as indicated to other services/specialties.
 - g. Follow-up as indicated.
5. Physician consultation is to be obtained under the following circumstances:
- a. Emergent conditions requiring prompt medical intervention after the initial stabilizing care has been started.
 - b. Acute decompensation of patient situation.
 - c. Problem which is not resolving as anticipated.
 - d. History, physical, or lab finding inconsistent with the clinical picture.
 - e. Upon request of patient, nurse, or supervising physician.

APPROVAL: This policy has been approved for use at Northern Inyo Hospital by:

Chairman, Interdisciplinary Practice Committee

Date

Administrator

Date

Chief of Staff

Date

President, Board of Directors

Date

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**NORTHERN INYO HOSPITAL
PROTOCOL**

**ADULT HEALTH MAINTENANCE POLICY FOR RURAL HEALTH CLINIC PHYSICIAN
ASSISTANTS**

Scope: PHYSICIAN ASSISTANTS

I. POLICY - Will meet all General Policy - Protocol guidelines.

A. Function: management of adult health maintenance.

B. Circumstances:

1. Patient population: adult patients
2. Setting: Medical Clinic
3. Supervision: Physicians indicated in Delegation of Authority Agreement and the General Protocol

II. PROTOCOL

A. Definition: health maintenance, health promotion and prevention activities which promote the physical, psychosocial and developmental well-being of adults.

Includes health assessment, and disease prevention through physical exam, diagnostic testing, immunizations, developmental screening, and health education.

B. Data Base

1. Subjective: obtain complete histories on all first time patients; interval histories on subsequent visits.
2. Objective.
 - a. At each visit obtain vital signs, height, weight.
 - b. Perform complete physical exam.
 - c. Perform appropriate psychosocial assessment.
 - d. Laboratory/diagnostic testing as needed.

C. Plan

1. Diagnosis
 - a. Health maintenance
 - b. Acute illness
 - c. Current assessment of chronic illness

2. Therapeutic regimen

- a. Diet as appropriate for age/nutritional status
- b. Medications
 - i. Vitamins/mineral supplements
 - ii. Immunizations as indicated
 - iii. Hormonal replacement as indicated
 - iv. Medications appropriate to address acute and chronic health problems.
- c. Activity/exercise as appropriate for age/health status
- d. Health education related to age/health status, preventive health behaviors.
- e. Interventions appropriate to address acute and chronic health problems.
- f. Refer to specialist or other community resource indicated.

3. Physician consultation is to be obtained under the following circumstances:

- a. Emergent conditions requiring prompt medical intervention after the initial stabilizing care has been started.
- b. Acute decompensation of patient situation.
- c. Problem which is not resolving as anticipated.
- d. History, physical, or lab finding inconsistent with the clinical picture.
- e. Upon request of patient, nurse, or supervising physician.

4. Follow-up

- a. According to adult health maintenance schedule sooner as indicated.

5. Record keeping

- a. Appropriate documentation to be maintained patient's chart.
- b. Allergic reaction to vaccine/medication.

D. Contraindications to immunization

1. Live virus vaccines contraindicated (consult with physician first):

- a. Patient with disorder of immune system
- b. Household member of patient with disorder of immune system
- c. Patient who received immune globulin in last 3 months
- d. During pregnancy
- e. PPD should not be administered for 3 months following MMR

E. Management of anaphylactic reactions to immunizations

1. Mild anaphylaxis involving skin (immediate):

- a. Pruritus, flush, urticaria, angioedema
 - b. Emergency treatment
 - i. Maintain patent airway
 - ii. Administer 1:1000 (aqueous) Epinephrine. Repeat dose every 15-20 minutes.
Usual dose: 0.3 ML Subcutaneously
2. Systemic – in addition to skin rash, rhinitis, redness, tearing of eyes, bronchospasm, laryngeal spasm, shock with cardiovascular collapse.
- a. Treatment:
 - i. Maintain patient airway, administer CPR if necessary.
 - ii. Administer Epinephrine as outlined above.
 - iii. Refer to M. D. Call Code Blue if indicated call for EMS Paramedics
 - iv. Report adverse reaction to local health department/manufacturer of vaccine.

APPROVAL: This policy has been approved for use at Northern Inyo Hospital by:

Chairman, Interdisciplinary Practice Committee

Date

Administrator

Date

Chief of Staff

Date

President, Board of Directors

Date

Physician Assistants authorized to perform this policy and date of authorization:

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Supervising Physician and date of approval:

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**NORTHERN INYO HOSPITAL
PROTOCOL**

**MANAGEMENT OF CHRONIC ILLNESS POLICY FOR RURAL HEALTH CLINIC
PHYSICIAN ASSISTANTS**

Scope: PHYSICIAN ASSISTANTS

- I. POLICY** – Will meet all General Policy – Protocol guidelines.
- A. This standardized procedure is designed to establish guidelines that will allow the Physician Assistant (PA) to manage chronic illness.
- B. Circumstances:
1. Patient population: pediatric and adult patients
 2. Setting: Medical Clinic
 3. Supervision: Physician as indicated in the Delegation of Services Agreement and the General Protocol
- II. PROTOCOL**
- A. Definition: this protocol covers the management of chronic illness in children and adults in the family practice ambulatory care setting of the Northern Inyo Hospital Rural Health Clinic.
- B. Data Base
1. Subjective
 - a. Pertinent history including symptoms related to the chronic illness.
 - b. Present state of chronic illness (patient's perception).
 - c. Historical information regarding relevant past medical problems.
 - d. Effects of chronic illness on activities of daily living, psychological, physical and financial status.
 - e. Patient's attitude and behaviors regarding the chronic illness.
 - f. Patient's physical, social, financial support systems.
 - g. Documentation of complete history updated minimally on an annual basis.
 2. Objective
 - a. Complete pediatric Well Child Care (WCC) or adult Health Maintenance Exam (HME) annually.
 - b. Physical assessment pertinent to chronic illness.
 - c. Laboratory/diagnostic testing as indicated.

3. Assessment
 - a. Qualification/quantification of chronic illness status.
 - b. Record appropriately on patient chart.
4. Plan
 - a. Medications as indicated (see Delegation of Services Agreement.)
 - b. Laboratory/diagnostic testing as indicated.
 - c. Patient education appropriate to chronic illness and any procedures, diagnostic testing, or medications ordered.
 - d. Order/perform therapeutic procedures as appropriate.
 - e. Order medical supplies and necessary equipment for treatment.
 - f. Refer as indicated to other specialists/services/school programs.
 - g. Follow-up as indicated.
5. Physician consultation is to be obtained under the following circumstances:
 - a. Emergent conditions requiring prompt medical intervention after the initial stabilizing care has been started.
 - b. Acute decompensation of patient situation.
 - c. Problem which is not resolving as anticipated.
 - d. History, physical, or lab finding inconsistent with the clinical picture.
 - e. Upon request of patient, nurse, or supervising physician.

APPROVAL: This policy has been approved for use at Northern Inyo Hospital by:

Chairman, Interdisciplinary Practice Committee

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**NORTHERN INYO HOSPITAL
PROTOCOL**

**EMERGENCY CARE POLICY FOR RURAL HEALTH CLINIC PHYSICIAN
ASSISTANT**

Scope: PHYSICIAN ASSISTANT

I. POLICY – Will meet General Policy - Protocol guidelines.

A. As described in the General Policy Component.

B. Circumstances:

1. Patient population: pediatric and adult patients
2. Setting: Medical Clinic
3. Supervision: Physicians indicated in Delegation of Authority Agreement and the General Protocol

II. PROTOCOL

A. Definition: this protocol covers the management of Emergency Care conditions which may present in the NIH Rural Health Clinic.

B. Database

1. Subjective
 - a. Obtain pertinent history related to emergency symptoms
 - b. Collect appropriate information, including past medical history, review of systems, allergies, immunizations, and medications.
2. Objective
 - a. Perform limited physical examination pertinent to the emergency illness or injury, including any possible involved organ systems.
 - b. Obtain appropriate evaluative studies, including but not limited to, lab work and xrays. (See Lab and diagnostic testing protocol.

C. Assessment

1. Formulate diagnosis consistent with the data base collected.
2. Document diagnosis in the patient chart

D. Treatment Plan – Medical regimen

1. Patients requiring emergency care will be stabilized to the best of the capabilities of the NIHRHC and transferred to or referred to an appropriate provider. These patients shall become the responsibility of the accepting physician and/or NIH-Base Hospital during ambulance transport.
2. The Physician assistant(s) may, whenever necessary, attempt to sustain life. This includes, but is not limited to:

Establishing and maintaining an airway
Cardiopulmonary resuscitation
Control of hemorrhage by external pressure or tourniquet
Establishing an intravenous line
Injection of adrenaline for asthma, anaphylactic shock or
laryngeal edema
Administration of oxygen for acute dyspnea
Splint skeletal injuries
Irrigate wounds
Apply heat or cold for exposure
Administration of Narcan for suspected narcotic overdose
Administration of intravenous glucose for suspected
insulin reaction
Follow Advanced Cardiac Life Support Guidelines

3. Physician Consultation: As described in the General Policy Component.
4. Referral to Physician or Specialty Clinic as indicated

E. Circumstances:

1. Patient population: pediatric and adult patients
2. Setting: Medical Clinic
3. Supervision: Physicians indicated in Delegation of Authority Agreement and the General Protocol
4. Refer to Physician or Specialty Clinic: Diagnosis and/or treatment are beyond the scope of the PA's knowledge and/or skills, or for those conditions that require consultation.
 - a. Emergent referral will usually require transport to NIH emergency department. This may be accomplished by use of the 911 system and ALS ambulance if indicated by the patient condition. If in the opinion of the NP, the patient can tolerate transfer by wheel chair, an RN must accompany the patient to the emergency department.
 - b. Emergent referrals to facilities other than NIH will be managed per NIH Emergent Transfer Policy. All EMTALA regulations will be followed and appropriate forms, including consent for transfer, will be utilized.

5. Medications – See Delegation of Authority Agreement

III. Documentation:

All emergency care provided will be recorded in the RHC patient chart.

APPROVAL: This policy has been approved for use at Northern Inyo Hospital by:

Chairman, Interdisciplinary Practice Committee

Date

Administrator

Date

Chief of Staff

Date

President, Board of Directors

Date

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**NORTHERN INYO HOSPITAL
PROTOCOL**

**LABORATORY AND DIAGNOSTIC TESTING POLICY FOR RURAL HEALTH
CLINIC PHYSICIAN ASSISTANTS**

Scope: PHYSICIAN ASSISTANT

I. POLICY – Will meet all General Policy -Protocol guidelines

A. This policy is designed to establish guidelines that will allow the Physician Assistant (PA) to order laboratory and diagnostic tests under the following conditions:

1. As an appropriate adjunct to the determination of diagnosis.
2. When necessary, to implement, monitor or adjust treatment.

B. Circumstances:

1. Patient population: pediatric and adult patients
2. Setting: Medical Clinic
3. Supervision: Physicians as indicated in the Delegation of Authority Agreement and the General Policy.

II. PROTOCOL

A. Conditions

1. The following diagnostic tests can be initiated by the Physician Assistant Provider without prior consultation with M.D.:
 - a. Any blood work
 - b. Urine: any urine test
 - c. Cultures: any culture
 - d. Radiologic/Sonographic: any radiologic/sonographic exam including CT scans and MRI examinations
 - e. Audiometric testing/speech evaluation
 - f. Pregnancy tests
2. All other diagnostic tests will be ordered by the Physician Assistant in consultation with the physician including:
 - a. When diagnostic test of choice is in doubt.

APPROVAL: This policy has been approved for use at Northern Inyo Hospital by:

Chairman, Interdisciplinary Practice Committee

Date

Administrator

Date

Chief of Staff

Date

President, Board of Directors

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PROTOCOL**

**MINOR SURGICAL POLICY FOR RURAL HEALTH CLINIC PHYSICIAN
ASSISTANT**

Scope: PHYSICIAN ASSISTANT

I. POLICY – Will meet all General Policy Standardized Procedure guidelines.

A. Function: management of minor surgical procedures.

B. Circumstances:

1. Patient population: pediatric and adult patients
2. Setting: Medical Clinics
3. Supervision: Physicians as indicated in the Delegation of Services Agreement and the General Protocol.

II. PROTOCOL

A. Definition: this standardized procedure is designed to establish guidelines that will allow the Physician Assistant (PA) to perform minor surgical procedures incidental to the provision of routine primary care to ambulatory patients of Northern Inyo Hospital Rural Health Clinic.

B. Conditions: after appropriate training and experience minor procedures that can be performed by the PA without direct physician supervision include:

Pessary placement
Electrocautery of external, non-facial, non-malignant lesions less than 1 cm in size, e.g. warts
Epidermal cyst removal (non-facial) less than 3 cm in size
Incision and drainage of non-facial abscess less than 1 cm in size (excluding peri-rectal abscesses)
Suture non-facial laceration less than 5 cm in size without nerve or tendon involvement
Mole removal (non-facial)
Punch or shave biopsy
Toe nail removal
Cryotherapy
IUD insertion and removal
Excision of simple lesions
Simple foreign body removal
Endometrial biopsy
Arthrocentesis/Steroid joint injection
Incision and evacuation of hemorrhoid thrombus

C. Data Base

1. Subjective

- a. Obtain pertinent history including involved organ system, injury, trauma, dermatology problems, etc.
- b. Obtain information regarding review of system, risk taking behaviors, prior surgery, allergies, and immunizations.

2. Objective

- a. Perform physical examination pertinent to assessment of the problem.
- b. Collect appropriate diagnostic/radiological studies.

D. Assessment

- 1. Formulate diagnosis consistent with the above data base.
- 2. Document

E. Plan

1. Develop therapeutic regimen

- a. Perform appropriate procedure utilizing standard aseptic technique.
- b. Obtain additional diagnostic studies as indicated.
- c. Physician consultation/assistance in performing the procedure as per policy statement or above conditions.
- d. Patient education and self-care techniques.
- e. Development of appropriate follow-up care plan.
- f. Update problem list.

2. Provided written discharge instructions to the patient

APPROVAL: This policy has been approved for use at Northern Inyo Hospital by:

Chairman, Interdisciplinary Practice Committee

Date

Administrator

Date

Chief of Staff

Date

President, Board of Directors

Date

Physician Assistants authorized to perform this policy and date of authorization:

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PROTOCOL**

**MANAGEMENT OF MINOR TRAUMA POLICY FOR RURAL HEALTH CLINIC
PHYSICIAN ASSISTANTS**

Scope: PHYSICIAN ASSISTANTS

- I. POLICY** – Will meet all General Policy - Protocol guidelines.
 - A. Function: management of minor trauma
 - B. Circumstances:
 - 1. Patient population: pediatric and adult patients
 - 2. Setting: Medical Clinics
 - 3. Supervision: Physicians indicated in Delegation of Authority Agreement and the General Protocol

- II. PROTOCOL**
 - A. Definition: this standardized procedure is designed to establish guidelines that will allow Physician Assistants to manage ambulatory clients presenting with minor traumatic injuries.
 - B. Data Base
 - 1. Subjective
 - a. Obtain pertinent history related to the injury or traumatic event.
 - b. Collect appropriate information, including past medical history, review of systems, allergies, immunizations, and medications.
 - 2. Objective
 - a. Perform limited physical examinations pertinent to the injury, including any possible involved organ system.
 - b. Obtain appropriate evaluative studies, including but not limited to, lab work and x-rays (see lab protocol).
 - C. Assessment
 - 1. Formulate a working diagnosis consistent with data base collected.
 - D. Plan
 - 1. If indicated, develop or initiate a therapeutic regimen including, but not limited to, the following:

- a. Physician consultation prior to management as per policy statement or in the following cases:
 - i. Any injury threatening to life or limb.
 - ii. Any laceration requiring complicated suture closure (see minor surgical protocol).
 - iii. Any fracture or injury requiring immobilization by full casting.
 - iv. Complicated or extensive burns.
 - v. Injury that may involve litigation or compensation.
 - vi. Any case where surgical intervention may be needed.
- b. Further diagnostic tests.
- c. Skin/wound care appropriate to injury.
- d. Apply or furnish appropriate medications and/or immunizations.
- e. Refer to appropriate support services including Physical Therapy, and “in-house” support services.
- f. Develop appropriate follow-up care plan to maximize healing and rehabilitation.
 - i. Provide appropriate health education materials including, but not limited to, cast care and precautions, head trauma, suture care, and use of oral or topical medications.
 - ii. Schedule follow-up appointments as appropriate.
- g. Update problem list.

APPROVAL: This policy has been approved for use at Northern Inyo Hospital by:

Chairman, Interdisciplinary Practice Committee

Date

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Date

Chief of Staff

Date

President, Board of Directors

Date

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**NORTHERN INYO HOSPITAL
PROTOCOL**

**WELL CHILD CARE POLICY FOR RURAL HEALTH CLINIC PHYSICIAN
ASSISTANTS**

Scope: PHYSICIAN ASSISTANTS

I. POLICY - Will meet all General Policy - Protocol guidelines

- A. Function: management of well child care
- B. Circumstances:

- 1. Patient population: pediatric patients
- 2. Setting: Medical Clinic
- 3. Supervision: Physicians indicated in Delegation of Authority Agreement and the General Protocol

II. PROTOCOL

- A. Definition: health maintenance, health promotion and disease prevention activities which promote the physical, psychosocial and developmental well-being of children.

Includes health assessments, appropriate laboratory tests, and disease prevention through immunizations, developmental screening, and health education.

- B. Data Base

- 1. Subjective

Obtain complete histories on all first time patients; interval histories on subsequent visits.

- 2. Objective

See schedule of well child care.

- a. At each visit obtain vital signs, height, weight, HC, (under 1 years) plot on growth graph, hearing and vision tests (after 3 years).
- b. Perform complete physical exam.
- c. Perform appropriate development assessment.
- d. Assess parent-child interaction; social assessment.
- e. Laboratory testing as needed.

C. Plan

1. Diagnosis

- a. Well child
- b. Acute illness
- c. Current assessment of chronic illness

2. Therapeutic regimen

- a. Diet as appropriate for age/nutritional status
- b. Medications
 - i. Vitamins/mineral supplements
 - ii. Immunizations as indicated
- c. Activity/exercise as appropriate for age
- d. Health education and anticipatory guidance related to developmental level
- e. Treatment of acute illness as indicated (see Acute Illness Protocol).

3. Physician consultation is to be obtained under the following circumstances:

- a. Emergent conditions requiring prompt medical intervention after the initial stabilizing care has been started.
- b. Acute decompensation of patient situation.
- c. Problem which is not resolving as anticipated.
- d. History, physical, or lab finding inconsistent with the clinical picture.
- e. Upon request of patient, nurse, or supervising physician.

4. Follow-up

- a. According to well child schedule or sooner as indicated

5. Record keeping

- a. Appropriate documentation to be maintained in patient's chart.
- b. Allergic reaction to vaccine

D. Contraindications to immunization

- 1. Pertussis is contraindicated in child with evolving neurological disorder (consult with physician first).
- 2. Live virus vaccines contraindicated (consult with physician first):
 - a. Patient with disorder of immune system
 - b. Household member of patient with disorder of immune system

- c. Patient who received immune globulin in last 3 months
- d. During pregnancy
- e. PPD should not be administered for 3 months following MMR

E. Management of anaphylactic reactions to immunizations includes but not limited to:

1. Mild anaphylaxis involving skin (immediate):

- a. Pruritus, flush, urticaria, angioedema
- b. Emergency treatment
 - i. Maintain patient airway
 - ii. Benadryl IM in appropriate doses
 - iii. Administer 1:1000 (aqueous) Epinephrine SQ or Im 0.01 ml/kg. Repeat dose q 15-20 minutes.

Usual dose: infants 0.05-0.10 ml, children 0.10-0.30 ml
Consult with physician.

2. Systemic – in addition to skin rash, rhinitis, redness, tearing of eyes, bronchospasm, laryngeal spasm, shock with cardiovascular collapse.

- a. Treatment:
 - i. Maintain patient airway, administer CPR if necessary.
 - ii. Administer Epinephrine as outlined above.
 - iii. Refer to M.D. Call 911
 - iv. Report adverse reaction to local health department/manufacturer of vaccine.

APPROVAL: This policy has been approved for use at Northern Inyo Hospital by:

Chairman, Interdisciplinary Practice Committee

Date

Administrator

Date

Chief of Staff

Date

President, Board of Directors

Date

Physician Assistants authorized to perform this policy and date of authorization:

1. _____
2. _____
3. _____
4. _____

Supervising Physician and date of approval:

1. _____
2. _____
3. _____

THIS SHEET

INTENTIONALLY

LEFT BLANK

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

August 24, 2010

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 - 052

Dear Mr. Halfen,

We have finalized the required quotations for PCO number 157 for the following extra work IB 113 chiller and condenser . We have reviewed the scopes of work and have verified that they are in compliance with our contract agreement. The following is a detailed itemization of all extra costs:

Item	Description	Amount Proposed	Contractor
002	Electrical cost of \$92K is carried under iB 111/PCO 140. The cost of the switchboard is included under PCO 257. Therefore this is no cost for Rex Moore included in IB 113.	\$0.00	REXMEL
003	Turner Construction Equipment Purchase - This value represents the differential of the original equipment \$215,696 (incl tax) and the new equipment \$336,674 equaling	\$120,978.00	TURCON
Level 002	General Liability (1%)	\$1,405.76	TURCON
Level 003	Builder's Risk (1%)	\$1,419.82	TURCON
Level 004	Payment and Performance Bond (1.1%)	\$1,577.42	TURCON
001	IB 113 chiller and condenser	\$18,000.00	RAYHEA
Level 001	Subguard (1.15%)	\$1,598.25	TURCON

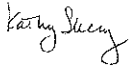
Total Amount \$144,979.25

We have reviewed the scopes of work and have verified that they are in compliance with our contract agreement. See the attached for a detailed breakdown of the costs included in this Change Order Request.

Please return one (1) copy of this letter indicating your approval of this Change Order Request which **increases** our Contract by **One hundred forty four thousand nine hundred seventy nine and 25/100 dollars (\$144,979.25)**. 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

RHP Mechanical Systems

1008 E. 4th Street

Reno, NV 89512

Phone: 775-322-9434

Fax: 775-322-9228

PROPOSED CHANGE ORDER

No. 00027

TITLE: IB #113 Central Plant Chiller

DATE: 7/26/2010

PROJECT: Inyo Hospital Phase II #1495401

JOB: 12476

TO: Attn: Tom Stoddard
Turner Construction
150 Pioneer Ln
Bishop, CA 93514
Phone: 760-873-7214

CONTRACT NO: 16

RE:

To:

From:

Number:

DESCRIPTION OF PROPOSAL

1. Delete chillers and chiller piping scope per bid set drawings (see attached back up).
2. Add new chillers and chiller piping per IB-113 (see attached back up).

NOTE: There will be additional control costs related to new chiller which are not included, but area reflected in a separate IB.

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Delete Chillers and Piping		1.000		(\$322,528.00)	0.00%	\$0.00	(\$322,528.00)
00002	New Chillers and Piping		1.000		\$473,986.00	0.00%	\$0.00	\$473,986.00

Unit Cost: \$151,458.00

Unit Tax: \$0.00

Total: \$151,458.00

\$18,000

APPROVAL:

By: _____

Tom Stoddard

By: _____

RL Reddy

Date: _____

Date: _____

Date of Issuance: July 2, 2010
Instruction Bulletin No: 113

10980 Wilshire Boulevard
Los Angeles, California 90024-3905
Telephone 310 473 3555
FAX 310 312 3646

To: Turner Construction Company
150 Pioneer Lane
Bishop, CA 93514

Att: Tom Stoddard

Bulletin 113

Contract for: General Construction

Owner: Northern Inyo Hospital
Project: Partial Hospital Replacement and Renovation
Project No: RBB# 0913700 OSHPD File #HS-060053-14 Facility ID # 10200

DESCRIPTION OF WORK TO BE PERFORMED:

PRCs 5369, 5758, 5773, 5774, 5775, 5811, 5816, 5817, 5818, 5819, 5820, 5821, & 5826: Chiller ID Condensor ID, and Roof Condensor layout: Revise majority of existing central plant electrical design drawing to reflect revised equipment layout. Construction sequencing will be prepared based upon the new design

REASON FOR CHANGE:

Drawing Coordination

REQUESTED BY:

A/E Team

ACTION TO BE TAKEN:

REQUEST FOR QUOTE

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. DO NOT PROCEED WITH THE WORK DESCRIBED HEREIN UNTIL SO AUTHORIZED. (Architects signature required below.)

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Architect. (Architects and Contractors signatures required.)


CONSTRUCTION CHANGE AUTHORIZATION

In order to expedite the Work and avoid or minimize delays in the Work which may affect Contract Sum or Contract Time, the Contract Documents are hereby amended as described below. Proceed with this Work promptly. Submit final costs for Work Involved and change in Contract Time (if any), for inclusion in a subject Change Order. (Architect, Owner and Contractor's signature required.)

The following is based on information provided by the Contractor:

Method of Determining Change in Contract Sum: Concurrent to Pricing
(lump sum, unit prices, cost plus fee or other)

Fixed	Estimated	Maximum	Fixed	Estimated	Maximum
Change in Contract Sum \$ _____			Change in Contract Time _____ Days		

ISSUED: RBB ARCHITECTS INC	CONFIRMED: TURNER CONSTRUCTION	AUTHORIZED: CHW
By Architect:  Kevin Boots, AIA, LEED AP	Contractor: _____ Tom Stoddard	By Owner: _____ Scott Hooker
Date: <u>6/29/10</u>	Date: _____	Date: _____

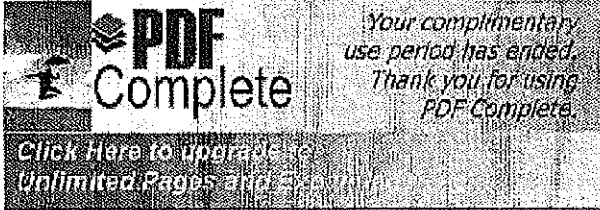
XC: Mr. Jack Sutherland / Mr. Ron Hastie, IOR (1 Full, & 2-1/2 Size Sets)
Mr. Scott Hooker, CHW (Email Notification ONLY)
Mr. William Spencer, DASSE (Email Notification ONLY)
Ms. Staci L. Noblitt, AA (Email Notification ONLY)
Mr. Kevin Boots, AIA, RBB (Email Notification Only)
Mr. Michael O'Neill, RM (Email Notification ONLY)

ENCL: RBB, TT, AAME and RME Narrative CO 79
Drawings: S-2.1.2, S-2.2.2, S-9.2, S-9.3,
M-0.3, E0.2, E0.3, E1.1, E1.3, E3.5, E7.4
Sketches: MSK-1, MSK-2 (Ref. M-2.4.2)

Job Inyo Hospital Job # 12476 CO # 27

Department: (2) New Chiller & Piping Code: _____ Date: 07/26/10

LABOR	HOURS	WAGES	AMOUNT	% O.H.	S. TOTAL	% PROFIT	S-TOTAL	TOTAL
ENGINEER				0.150				
CAD		\$75.50		0.150				
MANUF.		\$75.50		0.150				
INSTALL	668	\$75.50	\$50,434	0.150	\$7,565			\$57,999
SERVICE		\$75.50		0.150				
FOREMAN	67	\$91.50	\$6,131	0.150	\$920			\$7,050
SHOP DWG.	48	\$91.50	\$4,392	0.150	\$659			\$5,051
INSULATION				0.150				
COORDINATION		\$75.50		0.150				
PROJ. ENG.		\$91.50		0.150				
TESTING		\$75.50		0.150				
OTHER				0.150				
Total Hrs: 783		Total Labor Cost: \$60,957		Total Labor: \$70,100				
		TAX		% O.H.	S. TOTAL	% PROFIT	SUBTOTAL	
MATERIAL		\$0.08750						
MANUF.				0.100				
INSTALL	\$28,042	\$2,454	\$30,496	0.100	\$3,050			\$33,545
SERVICE				0.100				
INSULATION				0.100				
TEMP. CNTRLS				0.100				
SMALL CONSUMABLE TOOLS				0.100				
EQUIP.	\$309,555	\$27,089	\$336,674	0.100	\$33,667			\$370,341
Total Material/Equip Cost: \$367,169		Total Materials & Equipment: \$403,886						
SUBCONTRACTORS			AMOUNT			% PROFIT	SUBTOTAL	TOTAL
CRANE						0.050		
RENTAL						0.050		
SPECIAL TOOLS						0.050		
BALANCE						0.050		
INSULATION						0.050		
TEMP. CONTROLS						0.050		
SUBSISTENCE						0.050		
EXCAVATION & BACKFILL						0.050		
WATER TREATMENT						0.050		
OTHER						0.050		
						0.050		
						0.050		
						0.050		
Total Subs Cost: _____			Total Subcontractors: _____					
Total Cost: \$428,126			SUBTOTAL		\$473,986			
			BONDING					
			General Liability					
			TOTAL BID AMOUNT		\$473,986			



Project Name: INYO IB 113

Bid ID: 13250

Profile Name: Standard

Labor Book: RHP Master

Scoped By:

Base Bid; Drawing: M2.4.2_MSK01, M2.4.2_MSK02;

There were 6 calculation messages.

Project Name: INYO IB 113


Bid ID: 13250

Data Calculated: 7/22/2010 3:55:20 PM

Base Bid; Drawing: M2.4.2_MSK01, M2.4.2_MSK02;

Pipe

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
Carbon Steel P1000	Steel Pipe P.E	\$4,493.95	230
Copper P2000	Copper Tube - CER	\$4,913.37	557



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\$9,407.32	787
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<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
Carbon Steel N1000 - BEC	Steel Nipples - BEC	\$4.71	3
Copper N2000	Copper Nipples	\$14.50	1
		\$19.22	4

Flanges

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
Carbon Steel L1000 - WLD	CS Flanges - WLD	\$2,148.14	64
		\$2,148.14	64

Valves

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
Bronze V0CBR	Bronze Control Valves - HNY	\$0.00	3
Cast Iron V0RC0 - B&G	Steel Ball Valves - B&G	\$3,423.00	3
Ductile Iron VDIBA - NIB	Ductile Iron Butterfly Valves - NIB	\$2,230.00	10
		\$5,653.00	16

Fittings

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
Carbon Steel B1000 - BOF	Branch Outlets - Carbon Steel - BOF	\$658.29	10
F1000	Carbon Steel Buttweld Fittings - WEL	\$2,374.58	36



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		18	\$1,171.30	123
UD000	Dielectric Unions - EPC		\$40.32	3
			\$4,244.49	172

Hanger Components

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>	
H0001	Hanger Materials - B-LINE	\$611.31	182	
H0006Anvill	Hangers	\$1,817.03	23	
Carbon Steel H0003	Hanger Materials - C&P	\$729.11	918	
			\$3,157.45	1,123

Labor


<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>	
Hangers		\$0.00	105	
			\$0.00	105

HVAC Specialities

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>	
XSPEC	Specialties - Net	\$1,446.00	6	
			\$1,446.00	6

Misc. Consumables

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
XNET	Net Material Price	\$1,662.77	585
XNET2	Material Multiplier ZERO Quantity Only	\$0.00	1,116



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Misc. Steel Items

\$1,662.77 1,700

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
H0003	Hanger Materials - C&P	\$28.62	155
Carbon Steel XNET	Net Material Price	\$16.01	269
		<u>\$44.63</u>	<u>424</u>

Racks

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
		\$258.48	280
Net	Net	\$0.00	10
		<u>\$258.48</u>	<u>290</u>

Grand Total:

\$28,041.51



Turn to the Experts

Carrier Northern California
Sales & Distribution, LLC
(P) 916-826-8888
(F) 916-218-6275

EQUIPMENT QUOTATION

Attention: Mr. R.L. Reddy
Fax Number: (775) 322-9228
Account: 210469
Customer: RHP MECHANICAL SYSTEMS

Quoted By: Geoff Skinner
Date: 03/21/2010
Quote Number: 99C45555
Job Name: Northern Inyo Hospital REV A

We at Carrier are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

Mark For	Qty	Model Number	Description
CH-1,2,3	3	30HXA171N-6-KA	Condenserless Screw Chillers 165 Tons Cooling 460-3-80 <ul style="list-style-type: none"> ♦ Min Load Control (to 10% capacity) ♦ Suction Service Valves ♦ Nitrogen Holding Charge, Standard Cooler Pass
CH-1,2,3	3	33CNTRANLON	Carrier Translator for LonWorks (1 required for each CCN Controller)
CH-1,2,3	3	30HX-900-038	Insulation Kit
CH-1,2,3	3	30HX-900-010	Vibration Isolation Pads
CH-1,2,3	1	30HXA076-186-SU1	Start-up, First Unit
CH-1,2,3	2	30HXA076-186-SU2	Start-up, Each Additional Unit
CH-1,2,3	3	30HX076-186-RC5	Compressor Years 2-5 Parts Only
CH-1,2,3	3	LON ADDRESSING	On site with Controls Contractor Pre
CH-1,2,3	3	POWER MONITOR	Factory Installed
ACC-1,2	2	WCS-140VG	Witt Condenser <ul style="list-style-type: none"> ♦ Factory Installed Non Fused Disconnect ♦ Factory Installed Control Transformer
ACC-3	1	WCS212V	Witt Condenser - Same as above
ACC-1,2,3	3	WCS START UP	Carrier Factory Start up
ACC-1,2,3	3	09DK054-094-LU1	Complete Unit 1st Year Carrier CCS Labor
ACC-1,2,3	3	SPRING ISOLATION	Mason SLRBP (Set of 12)
	1	OWNER TRAINING	For CH and ACC Units

Total Net Sell Price excluding sales tax: \$309,585.00

QUOTE DOES NOT INCLUDE: Start-up, Warranty Labor, Electrical Disconnects, Temperature Controls, Fan Belt or Sheave Changes, Refrigerant & Oil Replenishment, and any items or accessories not listed above.

QUOTATION NOTES:

1. All Accessories Field Installed Unless Noted.
2. Above price is firm and will remain in effect for 30 days.
3. Freight Terms: All direct shipments from factory are FOB factory, full freight allowed (FFA).
4. No taxes, permits, start-up, and or warranty labor are included in above proposal unless otherwise noted.
5. All orders subject to credit acceptance.
6. Compliance to local codes neither guaranteed nor implied.
7. Any work or material furnished at Carrier's expense, must have written authorization and approval from Carrier prior to furnishing such service or materials. Deductions from our invoices or back charges for unauthorized work or materials will not be accepted.

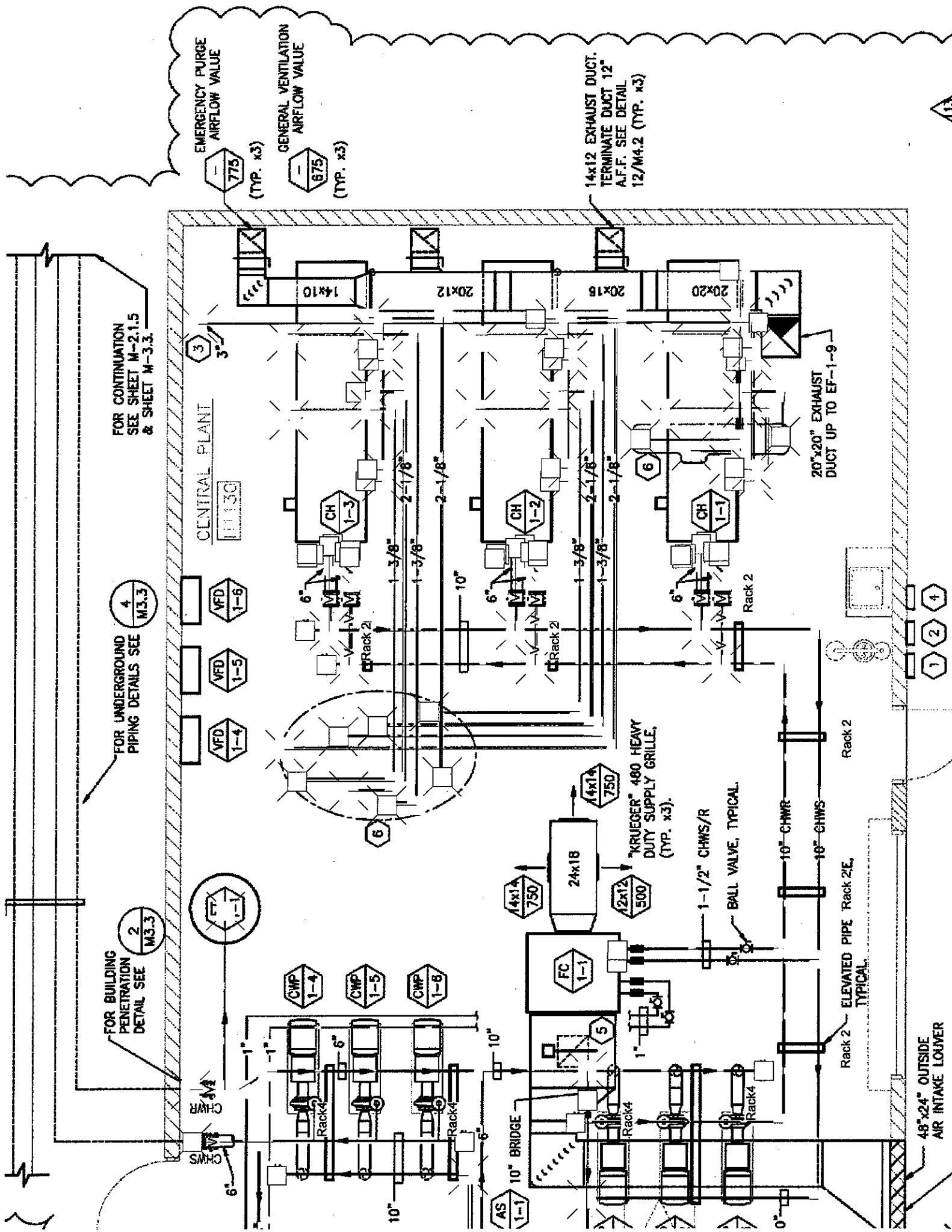
Sincerely,

Geoff Skinner

CARRIER CORPORATION, LLC ("CARRIER")
TERMS AND CONDITIONS OF SALE

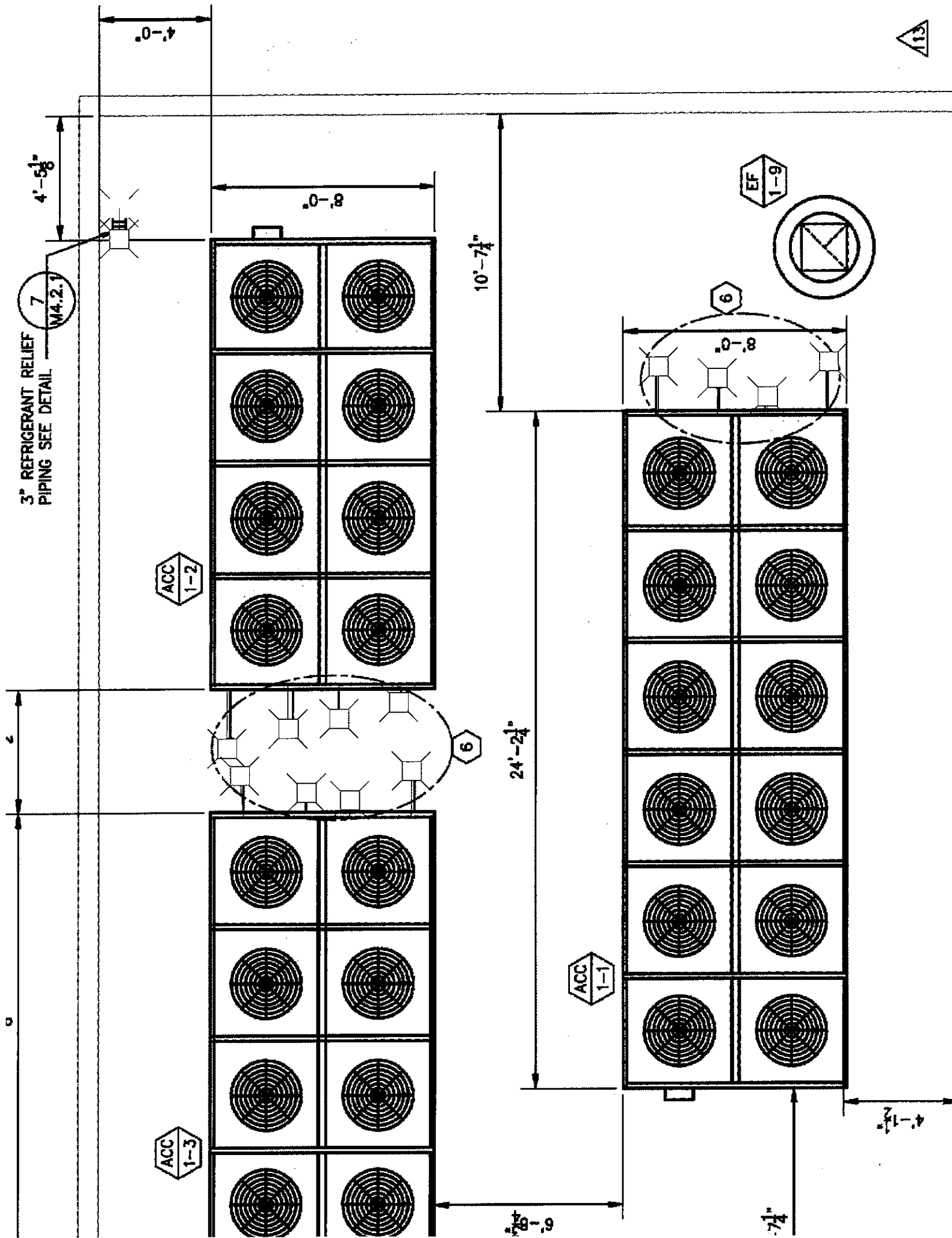
1. **PAYMENT AND TAXES** - Payment shall be Net 25th unless otherwise stated on invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the Net 25th payment terms. In addition to the Agreement price, the Customer shall pay Carrier any applicable taxes or government charges that may be required in connection with the service or material furnished under this Agreement.
2. **SHIPMENT** - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
3. **WORKING HOURS** - All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
4. **RETURNS** - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
5. **ADDITIONAL SERVICE** - Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
6. **EXCLUSIONS** - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnected switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. In the event that Carrier encounters any asbestos product or any hazardous material in the course of performing its work, Carrier may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Carrier shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, and state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.
7. **WARRANTY** - Carrier warrants that all equipment manufactured by Carrier Corporation will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any part determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Carrier's obligation to repair or replace any defective parts during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective parts, for charges for transportation, handling and shipping or refrigerant loss, or for repairs required as a consequence of faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.
8. **PROPRIETARY RIGHTS** - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
9. **DELAYS** - Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
10. **CUSTOMER RESPONSIBILITIES** - Customer shall:
 - ◆ Provide safe and reasonable equipment access and a safe work environment.
 - ◆ Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - ◆ Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - ◆ Promptly notify Carrier of any unusual operating conditions.
 - ◆ Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
 - ◆ Provide adequate water treatment.
 - ◆ Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - ◆ Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - ◆ Operate the equipment properly and in accordance with instructions.
 - ◆ Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
11. **EQUIPMENT CONDITION & RECOMMENDED SERVICE** - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an "equipment condition" report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
12. **CUSTOMER TERMINATION** - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unauthorized service costs performed by Carrier including overheads and a reasonable profit.
13. **CARRIER TERMINATION** - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.
14. **LIMITATION OF LIABILITY** - Under no circumstances shall Carrier be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement.
15. **WASTE DISPOSAL** - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
16. **CLAIMS** - Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
17. **GOVERNMENT PROCUREMENTS** - Carrier offers standard commercial items that may not comply with Government specifications. Carrier does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR). In no event shall Carrier provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.
18. **SUPERSEDURE, ASSIGNMENT AND MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous oral or written statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

Accepted By: _____	Quote Date:	03/21/2010
Title: _____	Quote Number:	99C45555
Date: _____	PO Number:	_____
Shipping Address: _____	Job Name:	Northern Inyo Hospital REV A



3" REFRIGERANT RELIEF
PIPING SEE DETAIL

7
M4.2.1



2

0

4'-0"

8'-0"

10'-7 1/4"

8'-0"

24'-2 1/4"

ACC
1-1

ACC
1-2

ACC
1-3

EF
1-9

6

6

4'-1 1/2"


7 1/4"

113

Job Inyo Hospital Job # 12476 CO # 27

Department: (1) Delete Chiller & Piping Code: _____ Date: 07/26/10

LABOR	HOURS	WAGES	AMOUNT	% O.H.	S. TOTAL	% PROFIT	S-TOTAL	TOTAL
ENGINEER				0.150				
CAD		\$75.50		0.150				
MANUF.		\$75.50		0.150				
INSTALL	-594	\$75.50	-\$44,847	0.150	-\$6,727			-\$51,574
SERVICE		\$75.50		0.150				
FOREMAN	-59	\$91.50	-\$5,399	0.150	-\$810			-\$6,208
SHOP DWG.		\$91.50		0.150				
INSULATION				0.150				
COORDINATION		\$75.50		0.150				
PROJ. ENG.		\$91.50		0.150				
TESTING		\$75.50		0.150				
OTHER				0.150				
Total Hrs:	-653	Total Labor Cost: -\$50,246					Total Labor: -\$57,782	
		TAX		% O.H.	S. TOTAL	% PROFIT	SUBTOTAL	
MATERIAL		\$0.08750						
MANUF.				0.100				
INSTALL	(\$22,972)	(\$2,010)	(\$24,982)	0.100	(\$2,498)			-\$27,480
SERVICE				0.100				
INSULATION				0.100				
TEMP CNTRLS				0.100				
SMALL CONSUMABLE TOOLS				0.100				
EQUIP.	(\$198,341)	(\$17,355)	(\$215,696)	0.100	(\$21,570)			-\$237,265
Total Material/Equip Cost:		-\$240,678					Total Materials & Equipment:	-\$264,746
SUBCONTRACTORS			AMOUNT			% PROFIT	SUBTOTAL	TOTAL
CRANE						0.050		
RENTAL						0.050		
SPECIAL TOOLS						0.050		
BALANCE						0.050		
INSULATION						0.050		
TEMP. CONTROLS						0.050		
SUBSISTENCE						0.050		
EXCAVATION & BACKFILL						0.050		
WATER TREATMENT						0.050		
OTHER						0.050		
						0.050		
						0.050		
						0.050		
Total Subs Cost:		_____					Total Subcontractors:	
Total Cost:		-\$290,923					SUBTOTAL	-\$322,528
							BONDING	
							General Liability	
							TOTAL BID AMOUNT	-\$322,528



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Project Name: INYO IB 113

Bid ID: 13250

Profile Name: Standard

Labor Book: RHP Master

Scoped By: Base Bid; Drawing: M2.4.2Contract;

There were 6 calculation messages.

Project Name: INYO IB 113
 Bid ID: 13250

Page 1 of 1
 Report Time: 7/22/2010 5:20:49PM

Data Calculated: 7/22/2010 3:55:20 PM
 Base Bid; Drawing: M2.4.2Contract;

Pipe

<u>Multinlier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
Carbon Steel P1000	Steel Pipe P.E	\$2,993.00	264
Copper			



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\$4,470.89 514

\$7,463.89 778

Nipples

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
Carbon Steel N1000 - BEC	Steel Nipples - BEC	\$4.71	3
Copper N2000	Copper Nipples	\$14.50	1
		<hr/>	<hr/>
		\$19.22	4

Flanges


<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
Carbon Steel L1000 - WLD	CS Flanges - WLD	\$1,808.89	71
		<hr/>	<hr/>
		\$1,808.89	71

Valves

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
Bronze VOCBR	Bronze Control Valves - HNY	\$0.00	3
Cast Iron VORCO - B&G	Steel Ball Valves - B&G	\$2,252.25	3
Ductile Iron VDIBA - NIB	Ductile Iron Butterfly Valves - NIB	\$2,628.00	14
		<hr/>	<hr/>
		\$4,880.25	20

Fittings

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
Carbon Steel B1000 - BOF	Branch Outlets - Carbon Steel - BOF	\$897.90	18



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eld Fittings - WEL	\$943.54	34	
Copper F2700	Copper Fittings - NIB	\$970.28	105
UD000	Dielectric Unions - EPC	\$40.32	3
		\$2,852.04	160

Hanger Components

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
H0001	Hanger Materials - B-LINE	\$612.23	190
H0006Anvill	Hangers	\$2,151.13	33
Carbon Steel H0003	Hanger Materials - C&P	\$847.21	944
		\$3,610.57	1,167

Labor

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
Hangers		\$0.00	118
		\$0.00	118

HVAC Specialities

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
XSPEC	Specialties - Net	\$950.00	6
		\$950.00	6

Misc. Consumables

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
XNET	Net Material Price	\$1,323.92	484



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ZERO Quantity Only \$0.00 917

\$1,323.92 1,400

Misc. Steel Items

<u>Multiplier Name</u>	<u>Description</u>	<u>Material Cost</u>	<u>Quantity</u>
H0003	Hanger Materials - C&P	\$45.08	210
Carbon Steel XNET	Net Material Price	\$18.53	288
		<u>\$63.61</u>	<u>498</u>

Grand Total: **\$22,972.39**

RHP MECHANICAL SYSTEMS

dba RAY HEATING PRODUCTS, INC.
 P.O. BOX 2957
 RENO, NV 89505
 (775)322-9434

Purchase Order










Page 1 of 3 Date **07/31/09** PO Number **207246**

Vendor: 636
 EDWARD B. WARD & CO (VALAIR)
 P.O. BOX 100992
 PASADENA, CA 91189-0992
 Phone: (714) 578-5100 Fax (916) 387-3070
Attn: Geoff Skinner

Ship To: Job# 12476
 12476 - INYO
 150 PIONEER LANE
 BISHOP, CA 93514
 Phone: () -421 Fax () -214

WO#

Buyer	Terms	Ship Via	FrghT Type	Taxable	FOB	Exp Date
BURNS TRICIA	N30	PREPAID	PP	No	Destination	00/00/00

Part Number	Description	Unit Cost	Ordered	Cancel	Backord	Amount
30HXA161R-6-KA	CONDENSERLERSS SCREW CHILLER	.0000	2.0000	.0000	.0000	.00
Vendor Part#						
						
?	LAN	.0000	2.0000	.0000	.0000	.00
Vendor Part#						
						
30HX-900-038	INSULATION KIT	.0000	2.0000	.0000	.0000	.00
Vendor Part#						
						
30HX-900-033	CONTROL TRANSFORMER	.0000	2.0000	.0000	.0000	.00
Vendor Part#						
						
30HX-900-010	VIBRATION ISOLATION PADS	.0000	2.0000	.0000	.0000	.00
Vendor Part#						
						
30HXA076-186-SU2	START UP FIRST UNIT	.0000	1.0000	.0000	.0000	.00
Vendor Part#						
						
30HXA076-186-SU2	START UP ADDITIONAL UNIT	.0000	1.0000	.0000	.0000	.00
Vendor Part#						
						
30HX076-186-RC5	COMPRESSOR YEARS 2-5PARTS ONLY	.0000	2.0000	.0000	.0000	.00
Vendor Part#						
						
CONTROLS	BAGNET INSTALLATION AND PROGRA	.0000	2.0000	.0000	.0000	.00
Vendor Part#						
						
<i>LON Interface Hardware & Progra.</i>						

HP MECHANICAL SYSTEMS
 dba RAY HEATING PRODUCTS, INC.
 P.O. BOX 2957
 RENO, NV 89505
 (775)322-9434

Purchase Order

Page 3 of 3 Date 07/31/09 PO Number 207246


Vendor: 636
 EDWARD B. WARD & CO (VALAIR)
 P.O. BOX 100992
 PASADENA, CA 91189-0992
 Phone: (714) 578-5100 Fax (916) 387-3070

Ship To: Job# 12476
 12476 - INYO
 160 PIONEER LANE
 BISHOP, CA 93514
 Phone: () -421 Fax () -214

WO#

Buyer	Terms	Ship Via	FrghT Type	Taxable	FOB	Exp Date
BURNS TRICIA	N30	PREPAID	PP	No	Destination	00/00/00

Part Number	Description	Unit Cost	Ordered	Cancel	Backord	Amount
TOTAL	COST	198,341.0000	1.0000	.0000	.0000	198,341.00

Vendor Part#


Sub Total: 198,341.00
 FrghT Amt: 0.00
 Tax Amt: 0.00
 Total: 198,341.00

Description:
 REDDY
 CALL 48 HOUR BEFORE DELIVERY
 PER QUOTE # 99C4564 DATED 7/29/09

** as per plans * Specification DT10-7-08 for
 " Northern Inyo Hospital - BISHOP CA "*

APPROVED BY


HP MECHANICAL SYSTEMS

dba RAY HEATING PRODUCTS, INC.

P.O. BOX 2957
 RENO, NV 89505
 (775)322-9434

Purchase Order

Page 2 of 3 Date 07/31/09 PO Number 207246

Vendor: 636
 EDWARD B. WARD & CO (VALAIR)
 P.O. BOX 100992
 PASADENA, CA 91189-0992
 Phone: (714) 578-5100 Fax (916) 387-3070

Ship To: Job# 12476
 12476 - INYO
 150 PIONEER LANE
 BISHOP, CA 93514
 Phone: () - 421 Fax () - 214

WO#

Buyer	Terms	Ship Via	Frght Type	Taxable	FOB	Exp Date
BURNS TRICIA	N30	PREPAID	PP	No	Destination	00/00/00

Part Number	Description	Unit Cost	Ordered	Cancel	Backord	Amount
POWER MONITOR Vendor Part#	FACTOR INSTALLED	.0000	2.0000	.0000	.0000	.00
09DK-084-6 Vendor Part#	AIR COOLED CONDENSER 80-TONS	.0000	4.0000	.0000	.0000	.00
09DK-900--005 Vendor Part#	CONTROL TRANSFORMER	.0000	4.0000	.0000	.0000	.00
09DK-900-001 Vendor Part#	FAN CONTROL KIT	.0000	4.0000	.0000	.0000	.00
09DK054-094-ST1 Vendor Part#	START UP FIRST UNIT	.0000	1.0000	.0000	.0000	.00
09DK054-094-STA Vendor Part#	START UP ADDITIONAL UNIT	.0000	3.0000	.0000	.0000	.00
NON FUSED DISCO Vendor Part#	FACTORY INSTALLED	.0000	4.0000	.0000	.0000	.00
SPRING ISOLATION Vendor Part#	MASON SLRBP	.0000	4.0000	.0000	.0000	.00
OWNER TRAINING Vendor Part#	CH/ACC	.0000	1.0000	.0000	.0000	.00



Turn to the Experts

Carrier Northern California
Sales & Distribution, LLC
8613 23rd Ave
Sacramento, CA
(P) (916) 826-8888
(F) (916) 218-6276
www.commercial.carrier.com

EQUIPMENT QUOTATION

Attention: Mr. R.L. Reddy
Fax Number: (775) 322-9228
Account: 210469
Customer: RHP MECHANICAL SYSTEMS

Quoted By: Geoff Skinner
Date: 07/29/2009
Quote Number: 99C45264
Job Name: Northern Inyo Hospital Renovation

We at Carrier are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

Mark For	Qty	Model Number	Description
CH-2/3	2	30HXA161R--6--KA	Condenserless Screw Chillers 155 Tons Cooling 460-3-60 <ul style="list-style-type: none"> Chlorine free 134a refrigerant, not subject to phaseout per Montreal protocol Dual independent refrigerant circuits offers compressor redundancy and high part load efficiency Compact size (all models less than 36 inches wide) for ease of replacement and minimum floor space Twin screw compressors Min Load Control (to 10% capacity) Suction Service Valves HFC-134a Holding Charge, Standard Cooler Pass
CH-2/3	2	33CONTRAN485	BACnet Translator Control MS/TP LAN
CH-2/3	2	30HX-900--038	Insulation Kit
CH-2/3	2	30HX-900--033	Control Transformer
CH-2/3	2	30HX-900--010	Vibration Isolation Pads
CH-2/3	1	30HXA076-186-SU1	Start-up, First Unit
CH-2/3	1	30HXA076-186-SU2	Start-up, Each Additional Unit
CH-2/3	2	30HX076-186-RC5	Compressor Years 2-5 Parts Only
CH-2/3	2	CONTROLS	BacNet Installation and programing
CH-2/3	2	POWER MONITOR	Factory installed - Per Spec
ACC-1A-2B	4	09DK-084--6	Air-Cooled Condenser 80 Tons Cooling 460-3-60 <ul style="list-style-type: none"> Cabinets constructed of prepainted galvanized steel Direct drive axial flow fans Multiple circuit split capability Lead fan motor is MotorMaster compatible Integral sub cooling capability
ACC-1A-2B	4	09DK-900--005	Control Transformer
ACC-1A-2B	4	09DK-900--001	Fan Control Kit
ACC-1A-2B	1	09DK054-094-ST1	Start-up, First Unit
ACC-1A-2B	3	09DK054-094-STA	Start-up, Each Additional Unit
ACC-1A-2B	4	NON FUSED DISCONNECT	Factory installed
ACC-1A-2B	4	SPRING ISOLATION	Mason SLRBP (set of 12)
	1	OWNER TRAINING	Owner Training CH/ACC

Total Net Sell Price excluding sales tax: \$198,341.00

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

September 01, 2010

Mr. John Halfen
Northern Inyo Hospital
DelField150 Pioneer Lane
Bishop, CA 93514

RE: Northern Inyo Hospital Construction
DelField150 Pioneer Lane
Bishop, CA 93514
P.O. Box 1532
Bishop, CA 93515
Project # 1495401
Change Order Request Number COR - 056

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
211	IB 126 Exterior framing and support steel changes to meet code requirements. Interior framing attachment spacing change.	\$82,746.00

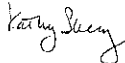
Total Amount \$82,746.00

We have reviewed the scopes of work and have verified that they are in compliance with our contract agreement. See the attached for a detailed breakdown of the costs included in this Change Order Request.

Please return one (1) copy of this letter indicating your approval of this Change Order Request which **increases** our Contract by **Eighty two thousand seven hundred forty six and 00/100 dollars (\$82,746.00)**. 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

Thornton Tomasetti

MEMO

Date: July 1, 2010
To: Stephanie Kimball
Company: OSHPD
From: Will T. Spencer/Kerwin Tsui
Cc: Kevin Boots - RBB
Subject: Bulletin No. 126/Change Order No. 089

TT Project No. 05B307.NIH

Description of work for Bulletin No. 126/Change Order No. 089:

Drawing A-9.1.0:

- Detail 2 General Coordination - Revise criteria for use of Hilti Kwik Bolt IIIs for top and bottom track connections of interior partition walls.
- Detail 14 General Coordination - Revise criteria for use of project header details.
- Detail 17 General Coordination - Revise nested top track framing detail to coordinate with detail 21/-. Detail is for interior use only. Add reference to criteria for use of expansion anchors at jambs.
- Detail 20 General Coordination - Revise spacing of anchors at jambs. Add criteria for use of PAF and expansion anchors at jambs.
- Detail 21 General Coordination - Revise spacing of shot pins for slotted top track framing detail. Revise spacing of #10 SMS to gage plate at deck parallel condition. Revise slot size to coordinate with product literature. Add reference to Metal-Lite or approved equal track manufacturer. Add reference to criteria for use of expansion anchors at jambs.
- Detail 22 General Coordination - Revise header detail to delineate between interior and exterior headers and to bring exterior headers into compliance with L/360 deflection criteria.
- Detail 23 General Coordination – Revise jamb detail to delineate between interior and exterior jambs and to bring exterior jambs into compliance with L/360 deflection criteria.

Drawing S-7.6:

- Details 1, 2, 6, 7 General Coordination - Revise HSS window framing details to comply with L/360 deflection criteria.
- Detail 8 RFI 0539 – Revise grout pad thickness to accommodate window framing tolerances.
- Detail 11 General Coordination – New detail showing jamb post to 2nd floor connection.

Date: July 1, 2010
Page 2

Thornton Tomasetti

Drawing S-7.12:

New Sheet: Submittals 05400-21 and 09110-21 - Pro-X Alternate Header, Sill, and Jamb Details

Turner Construction
 Project No.: 1495401
 Project Name: Northern Inyo Hospital Construction

PCO DETAILED REPORT
 Potential Change Orders

Print Date: 02-Sep-2010
 Print Time: 9:04 am

PCO No	Bdat Code No	Description	COR/ ICO	Estimated Budget				Indicated Cost				Sub Cntr	(Savings) Overrun	
				Apprv Rev	Pend Rev	Approx Rev	Adjusted Estimate	Committed Cost	Uncommitted Cost	Indicated Cost	Type			
211 - 002	02-09-09100-3SD-06-001	IB 126 Exterior Framing (Pro-X)	056/	0	68,945	0	68,945	0	68,945	0	68,945	CO	JHCCOR	0
211 - 003	02-05-05500-3SD-06-001	Metal Support Assemblies	056/	0	10,376	0	10,376	0	10,376	0	10,376	CO	WESCCI	0
211 - 004	02-09-09100-3SD-06-001	WestCo - IB 126 - Exterior framing and t	056/	0	0	0	0	0	0	0	0	CO	JHCCOR	0
211 - Level 001	02-01-01837-3SD-02-001	John Jory Released Amount	056/	0	912	0	912	0	912	0	912	CO	TURCON	0
211 - Level 002	02-01-01837-3SD-06-001	Subguard (1.15%)	056/	0	802	0	802	0	802	0	802	CO	TURCON	0
211 - Level 003	02-01-01837-3SD-06-001	General Liability (1%)	056/	0	810	0	810	0	810	0	810	CO	TURCON	0
211 - Level 004	02-01-01860-3SD-06-001	Builder's Risk (1%)	056/	0	900	0	900	0	900	0	900	CO	TURCON	0
		Payment and Performance Bond (1.1%)		0	82,746	0	82,746	0	82,746	0	82,746			0
Total	211	Open/Closed:Open		0	82,746	0	82,746	0	82,746	0	82,746			0

Project Totals:

August 26, 2010

COR #040R

Turner Construction
150 Pioneer Lane
Bishop, CA 93514

Attn: Kathy Sherry

Ref: Northern Inyo Hospital- JJC #10003
Sub: Instruction Bulletin #126, Dated 6/30/10

Please find our costs listed below for the above referenced subject.

Item #1. Sheet A-9.1.0, detail #21, change 4" 16 ga flat stock from 16" O/C to 12" O/C @ walls running parallel to deck flutes, approx 2884 lnft of wall, this cost is for the increased scope only.



1894 North Main Street
Orange, CA 92865
tel (714) 279-7901
fax (714) 279-7902

Material						
1434	Lnft	4" 16 ga flat stock	@	1.74	\$	2,495
316	Ea	KB 3's	@	0.94	\$	297
956	Ea	Shot and pin	@	0.35	\$	335
1860	Ea	Misc fasteners	@	0.04	\$	74
		Sub total			\$	3,201
		Tax @ 8.75%			\$	280
		Sub total			\$	3,481
		10% O/P			\$	348
					\$	3,829
44	Md	Scissor lifts	@	44.00	\$	1,936
44	Md	Per diem for added scope	@	100.00	\$	4,400
Labor						
191	Mh	Install Flat stock	@	71.56	\$	13,668
158	Mh	Install drill in anchors	@	71.56	\$	11,306
18	Mh	QA/QC	@	73.58	\$	1,324
18	Mh	Supervision	@	76.62	\$	1,379
16	Mh	Clean up	@	71.56	\$	1,145
					\$	35,159
		O & P - 15%			\$	5,274
					\$	40,433
		Total Add Item #1			\$	44,262

Item #1A. Sheet A-9.1.0, detail #22, change header schedule for Exterior openings that are 8' 6" or greater from 600S162-54 to 800S250-97 approx 248 lnft of header condition.

Material					
(496)	Lnft	600S162-54	@	3.39	\$ (1,681)
496	Lnft	800S250-97	@	7.89	\$ 3,913
(496)	Lnft	600T150-54	@	2.98	\$ (1,478)
496	Lnft	800T150-97	@	5.47	\$ 2,713
Sub total					\$ 3,467
Tax @ 8.75%					\$ 303
Sub total					\$ 3,770
10% O/P					\$ 377
					\$ 4,147
5	Md	Per diem for added scope	@	100.00	\$ 500
Labor					
40	Mh	Added Framing for heavier mat	@	71.56	\$ 2,862
					\$ 3,362
O & P - 15%					\$ 504
					\$ 3,867
Total Add Item #1A					\$ 8,014

Item #1B. Sheet A-9.1.0, detail #23, change Jambs stud schedule for Exterior openings that are 8' 6" or greater from 600S162-54 to 600S250-97 approx 3212 lnft of Jamb condition.

Material					
(6516)	Lnft	600S162-54	@	3.39	\$ (22,089)
6516	Lnft	600S250-97	@	5.38	\$ 35,056
Sub total					\$ 12,967
Tax @ 8.75%					\$ 1,135
Sub total					\$ 14,101
10% O/P					\$ 1,410
					\$ 15,512
27	Md	Per diem for added scope	@	100.00	\$ 2,700
Labor					
214	Mh	Added Framing for heavier mat	@	71.56	\$ 15,314
					\$ 18,014
O & P - 15%					\$ 2,702
					\$ 20,716
Total Add Item #1B					\$ 36,227

Item #1C. Sheet A-9.1.0, detail #2, change anchor bolt requirement to only install at equipment weighing 100lbs or more, and where cabinets are on both sides of the wall. total footage of wall mounted equipment is 428 lnft.

Material					
(642)	Ea	KB-3's	@	0.94	\$ (603)

642	Ea	shot and pins	@	0.35	\$	<u>225</u>
		Sub total			\$	(379)
		Tax @ 8.75%			\$	(33)
		Sub total			\$	(412)
		10% O/P			\$	(41)
					\$	(453)
(28)	Md	Scissor lifts	@	44.00	\$	(1,232)
(28)	Md	Per diem for added scope	@	100.00	\$	(2,800)
Labor						
(288)	Mh	Install anchor bolts	@	71.56	\$	(20,609)
60		Install shot and pin	@	71.56	\$	<u>4,294</u>
					\$	(20,348)
		O & P - 15%			\$	(3,052)
					\$	(19,106)
		Total Deduct Item #1C			\$	<u>(19,559)</u>
					\$	
		Total Add Items #1 thru 1C			\$	<u>68,945</u>

Qualification(s):

- 1) Price valid for 30 days from date of COR.
- 2) The price indicated is for this change only and does not include any compensation for costs which may be incurred as a result of delays or accelerations.
- 3) The price indicated only includes the items noted within the narratives and/or clouded on the drawings.
- 4) Price indicated excludes any and all engineering, shop drawings and/or 3-D modeling.
- 5) This work will add approximately 15 days to the construction schedule.
- 6) please see attached for break down of wall mounted equipment.

Sincerely,

Tim Harrison
Vice President of Construction
JOHN JORY CORPORATION

WESTCO IRON WORKS

License #860762

Structural Steel ■ Miscellaneous Metals
Fabricators & Erectors

August 31, 2010

Mr. Chris Smart
Turner Construction
150 Pioneer Lane
Bishop, CA 93514

Northern Inyo Hospital
Final bent plate
1173-4-AB
Reference:PCO211, IB126

Dear Mr. Smart,

We submit the following quotation for work in our trade for the above-referenced project.


- 1) Upsized material at window opening frames. Revise all shop and erection drawings with new HSS sizes and window dimensions. Erect HSS framing with hand rigging due to scaffold in the way. Window W20 columns to be erected with a crane.

Material			\$9,096.00
Detailing	16.00 hrs.@	\$80.00	1,280.00
Fabrication	hrs.@	\$80.00	0.00
Paint/Load/Ship (share load with another delivery)	hrs.@	\$104.00	0.00
Erection	129.00 hrs.@	\$128.00	16,512.00
Equipment	4.00 hrs.@	\$300.00	1,200.00
Total add this change			<u>\$28,088.00</u>

The above Change Order Proposal is based upon the receipt of written acceptance within fourteen (14) calendar days and will be subject to price and schedule confirmation after **September 14, 2010**

Please be advised that we will withhold all actions related to these changes until such time written acceptance is received.

Very Truly Yours
WESTCO IRON WORKS



Scott Hofstede
Vice President

437 Queens Lane, San Jose, California 95112

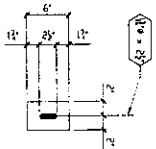
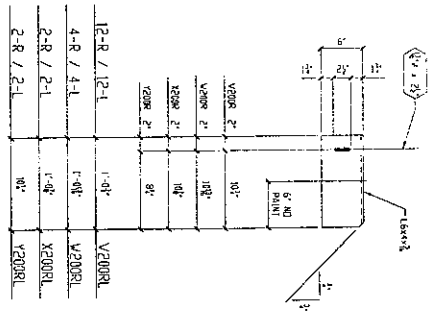
Corporate Office (408) 436-0711

Production Plant (209) 862-1501

FAX (408) 436-8138

FAX (209) 862-1911

www.westcoironworks.com



4 - BARS 4 x 3/8 x 0'-6" - Z200
 (SEE PAINT)

WELD NOTES:
 1) ALL WELDS TO BE 1/8" TYP
 2) ALL WELDS ARE TYP. WELDS APPLY
 3) ONE SIDE ONLY UNLESS SPECIFIED FOR
 WELDED PLATE PLANS WILL COVER

DNE
 WAS 12x16x1/2
 HSS 12 x 6 x 3/4 x 37'-4"
 R200
 + 1,240#

DNE
 WAS 10x16x3/8
 HSS 10 x 6 x 3/4 x 37'-4"
 R200
 + 1,374#

2
 WAS 8x16x1/4
 HSS 8 x 6 x 1/2 x 37'-2"
 C200
 + 1,182#

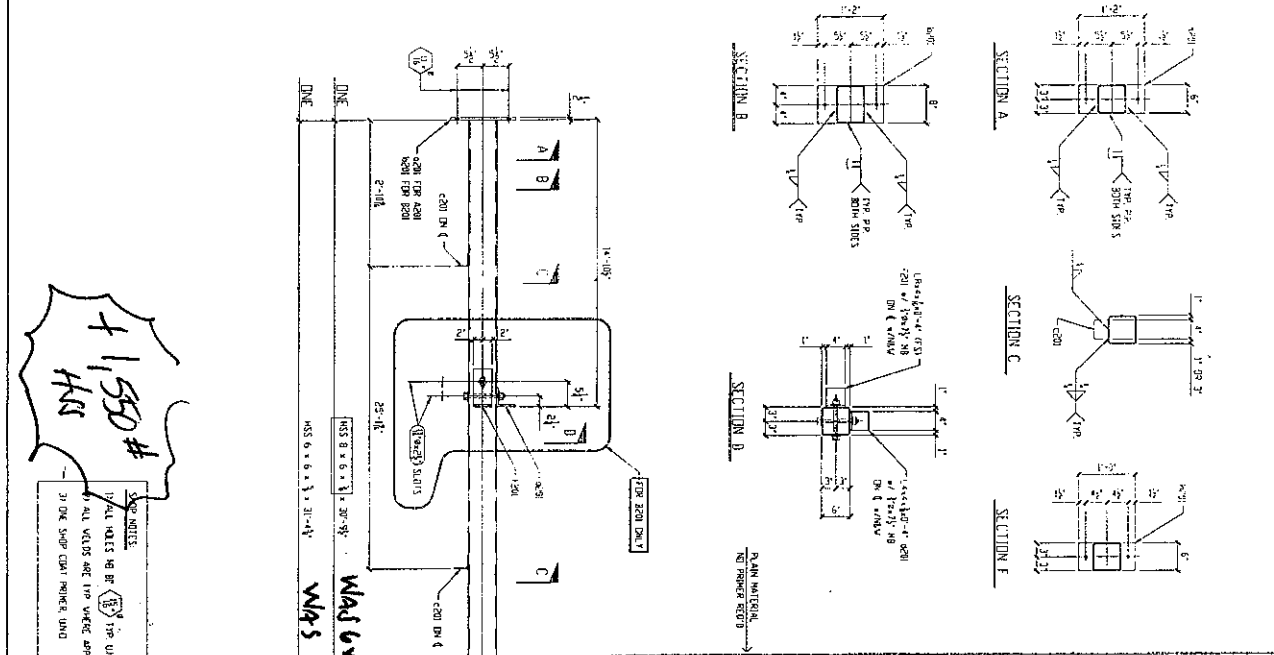
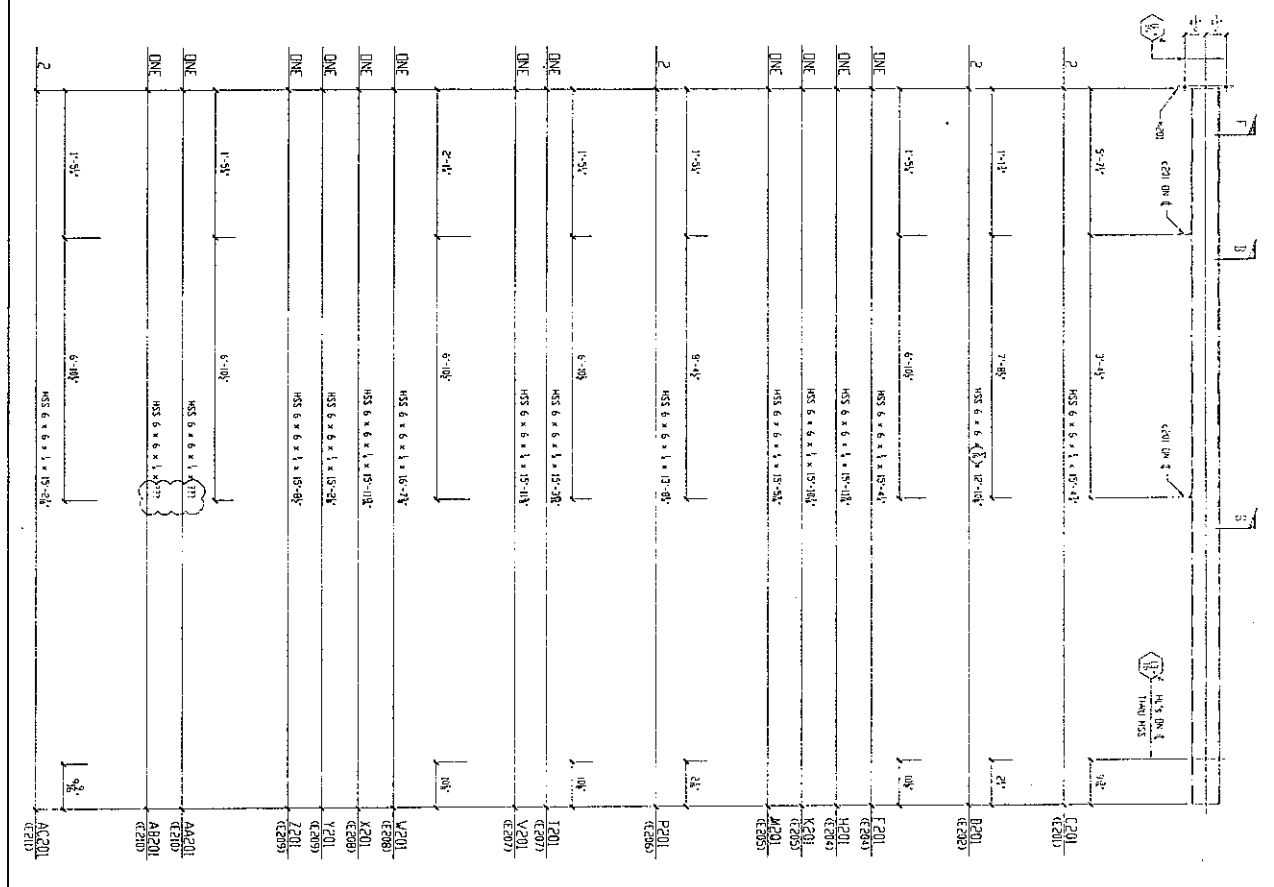
2
 WAS 8x16x1/4
 HSS 8 x 6 x 1/2 x 37'-2"
 D200
 + 1,216#

4
 WAS 8x16x3/8
 HSS 8 x 6 x 3/4 x 37'-4"
 F200
 2
 H200
 2
 K200
 HSS 8 x 6 x 3/4 x 37'-2"
 4
 M200
 HSS 8 x 6 x 1/2 x 37'-2"
 2
 P200
 HSS 8 x 6 x 1/2 x 37'-4"
 2
 L200

+ 8,103#
 of HSS

ITEM	DESCRIPTION	QTY	UNIT	WEIGHT	MARKING
1	HSS 12 x 6 x 3/4 x 37'-4"	1	R200	1,240	
2	HSS 10 x 6 x 3/4 x 37'-4"	1	R200	1,374	
3	HSS 8 x 6 x 1/2 x 37'-2"	2	C200	1,182	
4	HSS 8 x 6 x 1/2 x 37'-2"	2	D200	1,216	
5	HSS 8 x 6 x 3/4 x 37'-4"	4	F200	8,103	
6	HSS 8 x 6 x 3/4 x 37'-4"	2	H200		
7	HSS 8 x 6 x 3/4 x 37'-2"	2	K200		
8	HSS 8 x 6 x 1/2 x 37'-2"	4	M200		
9	HSS 8 x 6 x 1/2 x 37'-4"	2	P200		
10	HSS 8 x 6 x 1/2 x 37'-4"	2	L200		

WESTCO IRON WORKS
 1173-2-1 D200



NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
2	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
3	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
4	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
5	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
6	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
7	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
8	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
9	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
10	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
11	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
12	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
13	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
14	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
15	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
16	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
17	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
18	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
19	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
20	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
21	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
22	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
23	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
24	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
25	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
26	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
27	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
28	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
29	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
30	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
31	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
32	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
33	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
34	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
35	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
36	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
37	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
38	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
39	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50
40	MS 6 x 6 x 1 1/2	1	LB	1.50	1.50

WESTCO IRON WORKS
 1173-2-1
 1173-2-1

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

September 07, 2010

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 - 059

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. This change request includes the electrical installation of IB 111 and 113. COR 051 switchgear material cost included from IB 113 and COR 052 Chiller and Condenser mechanical scope from IB 113 was included under previously submitted Change Requests.

PCO No	Description	Amount
140	IB 111 Electrical scope in existing Central Plant due to Phasing and Sequencing	\$100,276.84

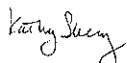
Total Amount \$100,276.84

We have reviewed the scopes of work and have verified that they are in compliance with our contract agreement. See the attached for a detailed breakdown of the costs included in this Change Order Request.

Please return one (1) copy of this letter indicating your approval of this Change Order Request which **increases** our Contract by **One hundred thousand two hundred seventy six and 84/100 dollars (\$100,276.84)**. 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: _____ Date: _____
John Halfen
CEO - Northern Inyo Hospital

cc: File

oshpd

Office of Statewide Health Planning and Development
Facilities Development Division www.oshpd.ca.gov/fdd
400 R Street, Room 200, Sacramento, California 95811
700 N. Alameda Street, Suite 2-500, Los Angeles, CA 90012

Phone (916) 440 8300 FAX (916) 324 9188
Phone (213) 897-0166 FAX (213) 897-0168



Post Approval Documents

A Name of Facility: Northern Inyo Hospital
 Address - Street: 150 Pioneer Lane
 City: Bishop County: Inyo Zip: 93514
 Title of Project (45 Characters max.): Partial Hospital Replacement and Renovation Applicant Job #: 0913700

OSHPD # HS-060053-14
 FACILITY I.D. # 10200
 DATE: 7/13/2010

B Change Order CO# 079 Addendum AD# _____
 Instruction Bulletin IB# _____ Deferred Item DA# _____
 IB must be confirmed by change order within 30 days

C Description/Scope of Change: This change request includes IB 111 Electrical
RBB Instruction Bulletin No. 111
 Supplements IB 84, Electrical sequencing at existing Power Plant.
RBB Instruction Bulletin No. 113
 PRCs 5369, 5758, 5773, 5774, 5775, 5811, 5816, 5817, 5818, 5819, 5820, 5821, & 5826: Chiller ID Condensor ID, and Roof Condensor layout. Revise majority of existing central plant electrical design drawing to reflect revised equipment layout. Construction sequencing will be prepared based upon the new design.

Reason for Change: Drawing Coordination

List of Enclosures:
 RBB, TT, (AAME and RME) Narrative CO 079
 Drawings: G-0.1 (S-2.1.2, S-2.2.2, S-9.2, S-9.3), M-0.3, E0.2, E0.3, E1.1, E1.3, E3.5, E3.5.1, E3.5.2, E3.5.3, E7.4
 Sketches: MSK-01 and MSK-02 (References Sheet M-2.4.2)
 Structural Calculations IB 113

NOT INCLUDED
WRONG DRAWING NO.
ON MEMO REFER TO REV LINES

CHANGE ORDER ONLY		OSHPD USE ONLY		CPR: Y N	
		OSHPD/FDD-Field Review Tracking			
Total contract amount prior to this change	\$ 40,596,210	ACO			
Amount of this change	\$ 0	Architectural	A AC D	X	Refer
<input type="checkbox"/> Add <input type="checkbox"/> Deduct		Mechanical	A AC D	X	Refer
Revised contract amount to date:	\$ 40,596,210	Electrical	A AC D	X	Refer
Owner: <u>Kevin Boots, AIA, RBB Architects</u>		DSE			
Signature: <u>Kevin Boots</u>		Structural	A AC D	X	Refer
		FLSO			
		Fire Life Safety	A AC D	X	Refer

E Architect or Engineer in responsible charge of project: Kevin Boots
 Signature: Kevin Boots
 Firm Name: RBB ARCHITECTS INC
 Address: 10980 Wilshire Blvd.
 City: Los Angeles State: CA Zip: 90024-3905

Structural Engineer (if applicable): William Tomasetti
 Signature: William Tomasetti
 Firm Name: THORNTON TOMASETTI
 Address: 555 12th Street, Suite 600
 City: Oakland State: CA Zip: 94607

F OSHPD APPROVAL: W/ COMMENTS - SEE PAGE ABOVE
 Signature: William Tomasetti DTD
 Date: 7/22/2010



Change Request

To: Kathy Sherry
Turner Construction Company
1211 H Street
Sacramento, CA 95814
Ph: (916)444-4421 Fax: (916)444-9412

Number: 87
Date: 7/1/2010
Job Number: 3180208
Phone:

Description: IB# 113 & 111 PCO #079

Scope of Work: IB# 113 & 111 PCO #079

The total amount to provide this work is..... \$92,329

- Notes: 1) This work has been performed as directed.
2) A time extension of (15) days is required for the performance of this work.
3) See our attached "Additional Work Authorization"
4) Please process this Change Order Request as soon as possible to prevent any delays in job progress

If you have any questions in regard to this proposal, or if we may be of any further service to your firm, please do not hesitate to contact our office.

Very Truly yours,
Rex Moore Electrical Contractors & Engineers

Tristan Hankla
Project Manager
(559) 294-1300 x3003

Approved By: _____
Date: _____

cc: C/O file, Site, JWA

REX MOORE ELECTRICAL CONTRACTORS ENGINEERS

CHANGE ORDER RECAPITULATION

Job Number: 3180208
 Job Name: Northern Inyo Hospital Replacement & Renovation

C/O# 87
 DATE: 7/1/2010

Description: IB# 113 & 111 PCO #079

County Inyo	Public		
MATERIAL - EQUIPMENT COST			
(A) Direct Material Cost		\$	39,717
(B) Expendable	3 % OF	39717	\$1,192
(C) Sales Tax MaterialL	8.75 % OF	40909	\$3,580
(D) Subtotal Material			\$44,488
LABOR SUMMARY			
(E) Labor Hours-Foreman	31 hrs @	\$ 56.84 HR.	\$1,762
(F) Labor Hours-Journeyman	308 hrs @	\$ 52.40 HR.	\$16,158
(G) Labor Hours-Superintendent	0 hrs @	\$ 56.84 HR.	\$0
(H) Payroll taxes, Insurance, Benefits		65 % OF (E)+(F)+(G)+(I)	\$11,648
(I) OT Labor Hours-Foreman	0 hrs @	\$ 85.26	\$0
(J) OT Labor Hours-Journeyman	0 hrs @	\$ 78.60	\$0
(K) OT Payroll taxes, Insurance, Benefits		65 % OF (I)+(J)	\$0
(L) Subsistence	0 days @	\$100.00 DAY	\$0
(P) Subtotal Labor			\$29,567
OTHER DIRECT COST			
(Q) Cartage/Handling	5 % OF (A)		\$1,986
(R) Trenching/Backfill/Coring/Equip/Rental		\$	-
(S) Project Engineering			\$0
(T) Permit Fee			\$0
(U) Small Tools	2 % OF (A)		\$794
(V) Other Costs			\$0
(W) Subtotal Other Direct Cost			\$2,780
(X) TOTAL PRIME COST (P) + (W)			\$32,348
(X1) TOTAL PRIME COST (D)			\$44,488
(Y) OVERHEAD (Labor)	10 % OF (X)		\$3,235
(Y1) OVERHEAD (Material)	5 % OF (X1)		\$2,224
(Z) SUBTOTAL			\$35,582
(Z1) SUBTOTAL (Material)			\$46,712
(AA) RETURN ON INV. (Labor)	5 % OF (Z)		\$1,779
(AA1) RETURN ON INV. (Material)	5 % OF (Z1)		\$2,336
(BB) SUBCONTRACTS		\$	-
(CC) OVERHEAD - SUBCONTRACTS	15 % OF (BB)		\$0
(DD) RETURN - SUBCONTRACTS	10 % OF (BB)+(CC)		\$0
(M) Detailing Time	0 hrs @	\$105.00 HR.	\$0
(N) Cad Operator Time	18 hrs @	\$65.00 HR.	\$1,170
(O) Engineering Time	38 hrs @	\$125.00 HR.	\$4,750
(P) UNIT COST LABOR			\$5,920
(EE) SUBTOTAL			\$92,329
(FF) BOND	\$0 /M		\$0
TOTAL COST			\$92,329

ESTIMATOR: TH

APPROVED: _____

DATE: _____



Job ID: 3180208-000028
 Project: Northern Inyo Hospital

CO: IB #113 & 111 PCO #079

Phase Totals

Vendor: TRADE/3C	Sub Phase:	Level 1:	Level 2:	Material Result	Labor Result	07/01/10 1:49:34PM
	SHEET E0.2			\$36,329.95	281.11	
	SHEET E1.1			\$125.18	12.70	
	SHEET E1.3			\$2,682.97	-0.91	
	SHEET E3.5			\$578.96	15.45	
				<u>\$39,717.06</u>		<u>308.35</u>



Job ID: 3180208-000028
 Project: Northern Inyo Hospital

CO: IB #113 & 111 PCO #079

Takeoff

Vendor: TRADE/3C Labor Level: LABOR 1 07/01/10 1:47:33PM

Item No	Quantity	U/M	Q/M	Size	Sub Phase:	Description	Level 1:			Level 2:		
							Material Unit	Material Result	Labor Unit	Material Unit	Material Result	Labor Result
1220	85	FT	M	4		PVC SCH 40	6.6620	566.27	0.1875	15.94		
3490	18	EA	M	4		PVC COUPLING	7.3575	132.44	0.8000	14.40		
2039	8	EA	M	4		PVC SCH40 45-D ELBOW	32.8700	262.96	1.5000	12.00		
2010	2	EA	M	4		PVC SCH40 90 ELBOW	34.0900	68.18	1.5000	3.00		
50875	85	FT	M			PULL ROPE 1/4"	0.0892	7.58	0.0030	0.26		
40142	1	EA	M			PG&E VAULT 3'x5'x3'-6"	1,500.0000	1,500.00	8.0000	8.00		
901	1	EA	M	LOT		TRENCH & BACKFILL	750.0000	750.00				
1220	190	FT	M	4		PVC SCH 40	6.6620	1,265.77	0.1875	35.63		
3490	8	EA	M	4		PVC COUPLING	7.3575	58.86	0.8000	6.40		
2010	4	EA	M	4		PVC SCH40 90 ELBOW	34.0900	136.36	1.5000	6.00		
902	1	EA	M			RE-ROUTE (E) (2) 4" TO NP3	0.0000	0.00	12.0000	12.00		
50875	200	FT	M			PULL ROPE 1/4"	0.0892	17.84	0.0030	0.60		
1220	390	FT	M	4		PVC SCH 40	6.6620	2,598.16	0.1875	73.13		
3490	12	EA	M	4		PVC COUPLING	7.3575	88.29	0.8000	9.60		
2039	4	EA	M	4		PVC SCH40 45-D ELBOW	32.8700	131.48	1.5000	6.00		
2010	2	EA	M	4		PVC SCH40 90 ELBOW	34.0900	68.18	1.5000	3.00		
50875	390	FT	M			PULL ROPE 1/4"	0.0892	34.80	0.0030	1.17		
39171	95	FT	U	24" X 48"		BACKHOE TRENCHING LABOR	40.0000	3,800.00				
7061	1,500	FT	M	500.		THHN/THWN STR CU	15.9676	23,951.40	0.0440	66.00		
7050	500	FT	M	3.		THHN/THWN STR CU	1.7628	891.38	0.0160	8.00		
								\$36,329.95		281.11		

Phase: SHEET E1.1			Sub Phase:			Level 1:			Level 2:		
Item No	Quantity	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result	Material Result	Labor Result
7061	-160	FT	M	500.	THHN/THWN STR CU	15.9676	-2,554.82	0.0440	-7.04		
17096	1	EA	U	1200A	LRGE DISTR PNL -LBR	2,680.0000	2,680.00	14.0000	14.00		
17886		EA	M	100A/1P	DIST BRKR/SW (MDB1)	0.0000	0.00	0.3000			
17887		EA	M	100A/2P	DIST BRKR/SW (MDB2)	0.0000	0.00	0.3200			
17888		EA	M	100A/3P	DIST BRKR/SW (MDB3)	0.0000	0.00	0.4800			
17889		EA	M	125-400A/2P	DIST BRKR/SW (MDB4)	0.0000	0.00	0.3600			
17890		EA	M	125-400A/3P	DIST BRKR/SW (MDB5)	0.0000	0.00	0.3800			
17891		EA	M	600A/3P	DIST BRKR/SW (MDB6)	0.0000	0.00	0.6400			
18968	1	EA	U	50/3	BOLT-ON BREAKERS	0.0000	0.00	0.8500	0.85		
18966	2	EA	U	40/3	BOLT-ON BREAKERS	0.0000	0.00	0.8200	1.64		
18983	1	EA	U	400/3	BOLT-ON BREAKERS	0.0000	0.00	3.2500	3.25		
							\$125.18				12.70

Phase: SHEET E1.3

Sub Phase:

Level 1:

Level 2:

Item No	Quantity	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
Delete ACC's									
1061	-290	FT	M	1/2	EMT	0.0000	0.00		
3361	-10	EA	M	1/2	STEEL EMT SS CONN	0.6585	-190.97	0.0450	-13.05
3241	-30	EA	M	1/2	STEEL-SS EMT COUPLING	1.4778	-14.78	0.0800	-0.80
16224	-32	EA	M	1/2	STRUT CLIP	1.9609	-58.83	0.0400	-1.20
7045	-1,200	FT	M	12.	THHN/THWN STR CU	1.7325	-55.44	0.0300	-0.96
900000	-5		M		30A 600V FUS DS N-1 (D11)	0.2109	-253.08	0.0060	-7.20
22424	-5	EA	M	30/3	F/HD/600V N1 DISC	0.0000	0.00		
23128	-15	EA	M	30 AMP	RK5 TD 600V FUSE	298.5000	-1,492.50	2.2000	-11.00
						13.6400	-204.60	0.0100	-0.15
Add ACC's									
1062	160	FT	M	3/4	EMT	0.0000	0.00		
3362	6	EA	M	3/4	STEEL EMT SS CONN	1.2529	200.46	0.0500	8.00
3242	16	EA	M	3/4	STEEL-SS EMT COUPLING	2.4048	14.43	0.1000	0.60
16225	16	EA	M	3/4	STRUT CLIP	2.9576	47.32	0.0500	0.80
7047	480	FT	M	8.	THHN/THWN STR CU	1.9569	31.31	0.0300	0.48
7046	160	FT	M	10.	THHN/THWN STR CU	0.5525	265.20	0.0100	4.80
900000	3		M		60A 600V FUS DS N-1 (D12)	0.3187	51.00	0.0075	1.20
22425	3	EA	M	60/3	F/HD/600V N1 DISC	0.0000	0.00		
23133	9	EA	M	60 AMP	RK5 TD 600V FUSE	360.4000	1,081.20	3.3000	9.90
						23.3800	210.42	0.0100	0.09
Chiller #3									
1078	55	FT	M	3	EMT	0.0000	0.00		
3368	2	EA	M	3	STEEL EMT SS CONN	9.6199	529.09	0.1100	6.05
3248	6	EA	M	3	STEEL-SS EMT COUPLING	70.3600	140.72	0.4000	0.80
16231	6	EA	M	3	STRUT CLIP	54.6000	327.60	0.1100	0.66
903	5	EA	U		LARGE SEISMIC RACK	4.0227	24.14	0.0500	0.30
7059	165	FT	M	350.	THHN/THWN STR CU	225.0000	1,125.00	2.5000	12.50
7050	55	FT	M	3.	THHN/THWN STR CU	11.5667	1,908.51	0.0380	6.27
						1.7828	98.05	0.0160	0.88
Chiller #1 Deleted									
1076	-25	FT	M	2	EMT	0.0000	0.00		
3366	-2	EA	M	2	STEEL EMT SS CONN	4.7747	-119.37	0.0800	-2.00
3246	-3	EA	M	2	STEEL-SS EMT COUPLING	18.1226	-36.25	0.2500	-0.50
16229	-3	EA	M	2	STRUT CLIP	19.8803	-59.64	0.0900	-0.27
904	-3	EA	M		SMALL SEISMIC RACK	3.1570	-9.47	0.0400	-0.12
7051	-75	FT	M	2.	THHN/THWN STR CU	150.0000	-450.00	1.5000	-4.50
						2.2379	-167.84	0.0180	-1.35

Rex Moore Electrical

6001 Outfall Circle

Sacramento, CA 95828

Phone: (916) 372-1300

Fax: (916) 372-3542

Phase: SHEET E1.3 Sub Phase:

Level 1:

Level 2:

Item No	Quantity	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
7048	-25	FT	M	6.	THHN/THWN STR CU	0.9141	-22.85	0.0120	-0.30
1061	-140	FT	M	1/2	EF 1-9 Delete	0.0000	0.00		
3361	4	EA	M	1/2	EMT	0.6585	-92.19	0.0450	-6.30
3241	-14	EA	M	1/2	STEEL EMT SS CONN	1.4778	5.91	0.0800	0.32
16356	-14	EA	M	1/2	STEEL-SS EMT COUPLING	1.9609	-27.45	0.0400	-0.56
7042	-560	FT	M	12.	EMT 1-HOLE STRAP-STEEL	0.2953	-4.13	0.0400	-0.56
15004	-1	EA	M		THHN/THWN SOL CU	0.1939	-108.58	0.0060	-3.36
15048	-1	EA	M		4"SQ X 1-1/2D CMB KO	6.8668	-6.87	0.3000	-0.30
					4"SQ BLANK COVER	2.5535	-2.55	0.0800	-0.08
							\$2,682.97		-0.91

Phase: SHEET E3.5 Sub Phase: Level 1: Level 2:

Item No	Quantity	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
CP-1 & CP-2									
1063	45	FT	M	1	EMT	0.0000	0.00	0.0550	2.48
3363	2	EA	M	1	STEEL EMT SS CONN	2.0886	93.99	0.1200	0.24
3242	5	EA	M	3/4	STEEL-SS EMT COUPLING	4.1309	8.26	0.0500	0.25
16226	5	EA	M	1	STRUT CLIP	2.9576	14.79	0.0300	0.15
7045	270	FT	M	12.	THHN/THWN STR CU	2.0878	10.44	0.0060	1.62
WH-1 THRU WH-4									
1062	65	FT	M	3/4	EMT	0.0000	0.00	0.0500	3.25
3362	2	EA	M	3/4	STEEL EMT SS CONN	1.2529	81.44	0.1000	0.20
3242	7	EA	M	3/4	STEEL-SS EMT COUPLING	2.4048	4.81	0.0500	0.35
16357	7	EA	M	3/4	EMT 1-HOLE STRAP-STEEL	2.9576	20.70	0.0400	0.28
7045	195	FT	M	12.	THHN/THWN STR CU	0.3949	2.76	0.0060	1.17
MAC-1									
1063	50	FT	M	1	EMT	0.0000	0.00	0.0550	2.75
3363	2	EA	M	1	STEEL EMT SS CONN	2.0886	104.43	0.1200	0.24
3243	6	EA	M	1	STEEL-SS EMT COUPLING	4.1309	8.26	0.0600	0.36
16358	6	EA	M	1	EMT 1-HOLE STRAP-STEEL	4.6360	27.82	0.0400	0.24
7047	150	FT	M	8.	THHN/THWN STR CU	0.7293	4.38	0.0100	1.50
7046	50	FT	M	10.	THHN/THWN STR CU	0.5525	82.88	0.0075	0.37
							\$578.96		15.45

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PATHOLOGY AND CLINICAL LABORATORY SERVICE AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO this 15th day of September, 2010, by and between Northern Inyo County Local Hospital District (hereinafter referred to as "District") and Kenneth L. Saeger, M.D. (hereinafter referred to as "Pathologist").

I. RECITALS

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

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

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

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

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

II. COVENANTS OF THE PARTIES

2.01. Covenants of the District. The District shall:

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

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

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

(d) Personnel: Employ, at its expense, all non-physician personnel required for the proper operation of the Lab in accordance with state and federal law. Pathologist shall have no liability for payment of wages, payroll taxes, or other obligations or liabilities arising from District's performance of its obligations or exercise of its rights as an employer. Should the District and its employees become subject to any collective bargaining agreements during the term of this Agreement, this subdivision 2.01(d) shall be subject thereto. Pathologist, as director of the Lab, shall establish clinical qualifications for Lab personnel, and oversee and direct the activities of such personnel, in accordance with state and federal standards, departmental protocols, and District policies and procedures applicable to all employees. District shall be solely and ultimately responsible for all decisions with respect to the engagement, discipline, and termination of Lab personnel, provided, however, that District shall consult with Pathologist prior to taking any action with respect to Lab personnel (A) that relates to the clinical competency or clinical performance of such personnel, or (B) that would materially and adversely affect the levels of clinical staffing of the Lab. The term "clinical" refers to those job positions, activities, and duties that are required by state law or CLIA to be performed by licensed or certified individuals. Pathologist may request discipline or removal of a District employee from assignment to the Lab, subject to approval of the District, its established personnel policies and procedures, and applicable requirements of collective bargaining agreements, if any. At least once a year, in the annual budget process, District and Pathologist shall review and agree upon the appropriate numbers, job positions, and qualifications of personnel required to meet the needs of the Hospital, the Lab, and applicable law.

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

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

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

2.02. Covenants of Pathologist. The Pathologist shall:

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

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

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

1. Perform those duties set forth in *42 CFR §493.1445*.
2. Assure that tests, examinations, and procedures are properly performed, recorded, and reported.
3. Interact with members of the medical staff regarding issues of Lab operations, quality, and test/procedure availability.
4. Design protocols and establish parameters for performance of clinical testing.
5. Recommend appropriate follow-up diagnostic tests when appropriate.
6. Supervise laboratory personnel in their performance of tests, procedures, recording, and reporting functions.
7. Select, evaluate, and validate test methodologies.
8. Direct, supervise or perform and evaluate quality assurance and control procedures.
9. Evaluate clinical laboratory data and establish, implement, and maintain a process for review of test results prior to issuance of patient reports.
10. Make all reasonable efforts to assure the Lab is operated and administered in compliance with California licensure, federal Medicare, and other applicable law, and applicable accreditation standards including, but not limited to, standards of the Joint Commission on Accreditation of Healthcare Organizations.
11. Assure that physical facilities, including space and the laboratory physical environment, are appropriate and include appropriate environmental safety mechanisms.
12. Assure that the Lab is staffed by an adequate number of personnel who are qualified and competent.

13. Determine and specify in writing which tests and other procedures each Lab staff member is qualified and authorized to perform, and the level of supervision warranted for each test and other procedure.
14. Establish, implement, and maintain quality control and quality improvement programs in the Lab.
15. Assure that appropriate policies and procedures for Lab operations and personnel monitoring, evaluation, and remedial training, if needed, are developed and implemented.
16. Assure that appropriate training and continuing education are provided for Lab personnel within the Board's determination of District resources available for such purpose.

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

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

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

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

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

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

2.03. Medicare Allocation and Time Records

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

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

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

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

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

III.
BILLING AND COMPENSATION

3.01. Compensation to Pathologist for Administrative, Supervisor, Teaching and Other Services (Excluding Autopsy Services). District shall pay pathologist \$16,000 a month for Pathologist's administrative, supervisory, teaching and other services (excluding autopsy services) reasonably required for the orderly, timely and cost-effective operation of the Lab. Payment of this monthly fee shall be made on or before the fifteenth day of the month following the month in

which the Pathologist's services are rendered. Cost of Living Adjustment (COLA) shall be made to the above fee at the same time and amount as the COLA afforded to Hospital employees.

3.02. Service Charges.

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

(b) Pathologist shall prepare a schedule of professional fees for services of the Pathology Laboratory, which shall be in general accord with usual and customary local fees for comparable services, but which also shall be subject to the discounts and other accommodations to which District may agree pursuant to its contracts and other arrangements with third party payors. Said schedule for professional fees is attached as Exhibit A hereto and is incorporated by reference into this Agreement. The schedule for professional fees may be altered by Pathologist upon thirty (30) days' written notice to District, subject to District approval.

3.03. Billing and Compensation for Professional Services

(a) Pathologist shall bill and collect for Pathology services provided to Hospital inpatients and outpatients pursuant to this Agreement in accordance with the fee schedule in Exhibit A, and agrees that such collections shall be Pathologist's sole compensation for such professional services. To assist Pathologist in billing patients District shall do the following:

1. Distribute to each patient receiving Pathology Services materials provided by Pathologist describing the separate billing arrangement;
2. Assist Pathologist in obtaining patient's signature on assignments of insurance benefits and other similar forms, which Pathologist may provide to District;
3. Provide Pathologist with appropriate access to face sheet information, either in hard copy or electronic form; and,
4. Provide pathologist with transcription services necessary for the provision of professional services provided in the Service.

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

(c) Pathologist shall, at District's request, make periodic accountings to the District of billings and collections, which identify patients, services, and fees. District shall request such information from Pathologist only to the extent necessary to comply with an inquiry concerning services provided by Pathologist to a particular patient or patients.

(d) Should Pathologist place a billing clerk at the Hospital, Pathologist shall compensate District for the costs of copying, computer access and any other such services utilized by billing clerk.

(e) District shall have reasonable access to Pathologist's records in order to assure Pathologist's compliance with this Agreement, subject to compliance with applicable law regarding the confidentiality of medical records and only to the extent reasonably necessary to assure Pathologist's compliance with applicable law regarding the confidentiality of medical

records and only to the extent reasonably necessary to assure Pathologist's compliance with this Agreement.

(f) Pathologist shall promptly correct any billing errors documented by District.

(g) Pathologist shall accept Medi-Cal patients, and assignments with respect to services provided to Medicare beneficiaries.

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

IV. GENERAL PROVISIONS

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

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

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

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

4.05. **Term of Agreement.** Except as set forth in Section 4.06, this Agreement shall remain in full force and effect for a term of thirty-six months commencing September 15, 2010 and ending September 15, 2013, and continuing month-to-month thereafter.

4.06. **Termination**

(a) Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other. District may terminate this Agreement and all rights of Pathologist hereunder, immediately and without notice upon the occurrence of any of the following events:

1. Upon determination by the Board, following a recommendation of the Executive Committee of the Hospital's Medical Staff before which Executive Committee Pathologist shall be given an opportunity to appear and be heard, that Pathologist has not performed in a medically professional manner, or that Pathologist has failed to satisfactorily maintain and operate the Lab in a manner consistent with reasonable legal and medical standards established for the operations of such laboratories, all to such effect that the termination of this Agreement would be in the best interests of the District. Prior to any Board action, Pathologist shall be given the opportunity to meet with the Executive Committee to discuss any alleged defaults or defects. If it is determined by the Executive Committee that the alleged defaults or defects are curable, Pathologist shall be given a reasonable time to cure such defaults or defects. Hearings and determinations occurring pursuant to this subdivision I shall not constitute, and shall not be subject to the requirements of, a procedural rights hearing as provided by the Hospital's Medical Staff By-Laws.

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

3. Closure of the Hospital.

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

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

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

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

4.11. **Notice.** Any notice required or permitted to be given hereunder shall be written, and may be delivered personally to the addressee or sent to it by United States mail, first class postage prepaid, and addressed to each of the parties at the following respective addresses (or such other address as may hereafter be designated by a party by written notice thereof to the other party):

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

PATHOLOGIST
Arcadia Pathology Medical Group
4800 Indianola Way
La Canada, California 91011
Attn: Kenneth L. Saeger, M.D.

Notice shall be effective on the third day after mailing.

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

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

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

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

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

By

PETER WATERCOTT, President
Board of Directors

Kenneth L. Saeger, M.D.
Arcadia Pathology Medical Group
4800 Indianola Way
La Canada, CA 91011

ANATOMIC PATHOLOGY

Exhibit "A"

CPT # SPECIMEN	PHYSICIAN CHARGE
88300 LEVEL 1. GROSS ONLY	27.00
88302 LEVEL II	72.00
88304 LEVEL III	106.00
88305 LEVEL IV	123.00
88307 LEVEL V	166.00
88309 LEVEL VI.	276.00
88312 Special Stains Group 1	34.00
88313 Special Stains Group 11	34.00
88342 In-House Immunohistochemistry (up to 5)	303.00
88329 Consultation in Surgery with out frozen	75.00
88331 Consultation in Surgery With Frozen Section, single specimen	112.00
88332 Additional Frozen Section each specimen	55.00
88311 Decalcification	22.00
88325 Comprehensive Consultation	112.00
88321 Slide Consultation and report on referred slides prepared elsewhere	122.00
 CYTOPATHOLOGY	
88305 Cell Block (any source)	123.00
88108 Cytology, concentration technique, smears and interpretation	166.00
88104 Cytopathology Smears other than GYN stain and interpretation	67.00
 BONE MARROW PANEL	
85095 Bone Marrow Aspiration Only	84.25
85102 Bone Marrow Bx; (needle or trocar)	112.00
85097 Smear Interpretation	167.00
88305 Bone Marrow Bx. Interpretation	123.00
88313 Group 11 Special Stains	34.00
 FNA PANEL	
88172 Evaluation of FNA	56.00
88173 Interpretation FNA	112.00
88305 Cell Block from material	123.00
88108 Cytology, concentration technique, smears and interpretation	166.00

CONSULTATIONS CLINICAL PATHOLOGY

80500	Clinical pathology consultation; limited	45.00
80502	Comprehensive, for complex diagnostic problem	58.00
85060	Blood smear, peripheral	20.00
87207	Smear for inclusion bodies	60.00
89060	Crystal identification	40.00

AUTOPSY

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

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**SECURITY SERVICES AGREEMENT
PER DIEM EMPLOYMENT AGREEMENT**

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

**PART I
RECITALS**

1. The District is the owner and operator of a Hospital located in Bishop, California. District employees several hundred employees, operates a physical plant of over 90,000 sq. feet and is currently undertaking a significant replacement of it facilities.
2. The District requires that it's employees, patients, visitors, and assets enjoy a reasonably safe and secure environment while they are on the District Campus.
3. Officer is duly qualified and appropriately licensed and or certified and or registered to perform the duties as described herein. Officer has experience is managing public disturbances and in securing business operations.
4. District has concluded that engaging Officer is the most desirable course of action considering both the cost and quality of service, as compared to other arrangements available to District.

**PART II
AGREEMENTS**

1. **Duties of the Officer.** The Officer shall:
 - a. Patrol areas, said areas will be designated from time to time, and will change from time to time. Patrol means to provide a visible, physical presence, to observe the areas for unsafe conditions, and to improve said conditions when practical.
 - b. Escort employees, patients and visitors to their cars as requested.
 - c. Assist District employees and other caregivers in transporting patients as required.
 - d. Provide information to the public as requested.
 - e. Restrict entrance of the public when called for.
 - f. Assist in the management of unruly patients, visitors, and general public.
 - g. Enforce District policy relative to restricted areas.
 - h. Assist patient transportation as requested.
 - i. Report to and adhere to the instructions of the Nursing Supervisor in charge.
 - j. Assist EMT's and ambulance personnel as requested.
 - k. Notify the appropriate agencies should a security problem arise warranting outside assistance.

2. **Working Hours.** The District will designate a "lead" Officer. Said Officer will construct and publish, on a monthly basis, the schedule for the remaining officers. Shifts will be for seven days a week, including holidays, for 10 to 12 hours, typically from 6 pm until 6am. Each Officer will volunteer for shifts each month. Once agreed to and published, the Officer will be responsible, in the event he/she is unable to work a scheduled shift, to secure his/her replacement from the remaining contracted officers or notify the lead Officer or District Administrator of said deficiency. Repeated deficiencies will result in termination.
3. **Uniforms.** Officer will wear the prescribed uniform, which will consist of a District logoed shirt and black pants, provided by the District. The officer will also wear, if appropriately licensed/ permitted, guns, mace, pepper spray, handcuffs, and batons.
4. **Background Checks, Annual Physical Examination.** The Officer will submit to background checks as will be required by the District initially and from time to time, as well as annual physical examinations.
5. **Compensation.** The District will compensate the Officer for every tenth of an hour (6 minute increments) based on the base rate of \$40.00 per hour. No minimal number of shifts will be required by the District, but the number of shifts awarded to the Officer will be solely determined by the Lead Officer, in consultation with the District Administrator when necessary.
6. **Benefits.** There are no benefits of any kind, no provision for absence or sick pay, no pension, etc expressed or implied herein.
7. **Notices and Termination.** Each party agrees to accept notices at the addresses stated below. Either party may terminate this contract with 30 written notice to the other. District may terminate this contract immediately upon the arrest or conviction of the officer of any State, County, or Local Law/Ordinance or upon the Officer's loss of licensure/certification/permit that is required by this contract or the duties described herein.
8. **Payment.** Lead Officer will submit a roster of shifts worked for a given month by the fifth working day of the following month. Officer will clock in, be subject to all wage and hour regulations, and will be paid bi-weekly.
9. **PER DIEM EMPLOYEE.** Officer is at all times a Perdiem employee and subject to all the policies and regulations of all NIH employees.
10. **Liability Insurance.** District agrees to procure and maintain, throughout the term of this Agreement, at its sole expense, a policy of general liability insurance coverage with limits of at least \$1,000,000 for any one occurrence, and \$3,000,000 annual aggregate coverage per Officer. Said insurance will cover each officer within the scope of their duties.

11. Not Exclusive. It is specifically agreed and understood that Officer shall not be required to, nor is it anticipated that Officer will devote full time to District, it being understood that Officer may have additional agreements.

12. Assignment. Officer 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 Officer 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 Officers, with all of the rights and subject to all of the obligations of Officer under the terms of this Agreement. Said substitution shall be effected upon Officer giving written notice to District.

13. Term. The term of this Agreement shall be from September 30, 2010 to September 30, 2011, and continuing from month to month thereafter.

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

15. 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.

DISTRICT:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

BY _____
John Halfen
Administrator

OFFICER:

Stephen Day
2235 Longview Drive
Bishop, CA 93514

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**SECURITY SERVICES AGREEMENT
PER DIEM EMPLOYMENT AGREEMENT**

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT, a political subdivision organized and existing pursuant to the Local Hospital District Law (Health and Safety Code Section 32000, et seq.) of the State of California, hereinafter referred to as "District", and Danny A. Nolan, Jr., hereinafter referred to as "Officer", agrees as follows:

**PART I
RECITALS**

1. The District is the owner and operator of a Hospital located in Bishop, California. District employees several hundred employees, operates a physical plant of over 90,000 sq. feet and is currently undertaking a significant replacement of it facilities.
2. The District requires that it's employees, patients, visitors, and assets enjoy a reasonably safe and secure environment while they are on the District Campus.
3. Officer is duly qualified and appropriately licensed and or certified and or registered to perform the duties as described herein. Officer has experience is managing public disturbances and in securing business operations.
4. District has concluded that engaging Officer is the most desirable course of action considering both the cost and quality of service, as compared to other arrangements available to District.

**PART II
AGREEMENTS**

1. **Duties of the Officer.** The Officer shall:
 - a. Patrol areas, said areas will be designated from time to time, and will change from time to time. Patrol means to provide a visible, physical presence, to observe the areas for unsafe conditions, and to improve said conditions when practical.
 - b. Escort employees, patients and visitors to their cars as requested.
 - c. Assist District employees and other caregivers in transporting patients as required.
 - d. Provide information to the public as requested.
 - e. Restrict entrance of the public when called for.
 - f. Assist in the management of unruly patients, visitors, and general public.
 - g. Enforce District policy relative to restricted areas.
 - h. Assist patient transportation as requested.
 - i. Report to and adhere to the instructions of the Nursing Supervisor in charge.
 - j. Assist EMT's and ambulance personnel as requested.
 - k. Notify the appropriate agencies should a security problem arise warranting outside assistance.

2. **Working Hours.** The District will designate a "lead" Officer. Said Officer will construct and publish, on a monthly basis, the schedule for the remaining officers. Shifts will be for seven days a week, including holidays, for 10 to 12 hours, typically from 6 pm until 6am. Each Officer will volunteer for shifts each month. Once agreed to and published, the Officer will be responsible, in the event he/she is unable to work a scheduled shift, to secure his/her replacement from the remaining contracted officers or notify the lead Officer or District Administrator of said deficiency. Repeated deficiencies will result in termination.
3. **Uniforms.** Officer will wear the prescribed uniform, which will consist of a District logoed shirt and black pants, provided by the District. The officer will also wear, if appropriately licensed/ permitted, guns, mace, pepper spray, handcuffs, and batons.
4. **Background Checks, Annual Physical Examination.** The Officer will submit to background checks as will be required by the District initially and from time to time, as well as annual physical examinations.
5. **Compensation.** The District will compensate the Officer for every tenth of an hour (6 minute increments) based on the base rate of \$40.00 per hour. No minimal number of shifts will be required by the District, but the number of shifts awarded to the Officer will be solely determined by the Lead Officer, in consultation with the District Administrator when necessary.
6. **Benefits.** There are no benefits of any kind, no provision for absence or sick pay, no pension, etc expressed or implied herein.
7. **Notices and Termination.** Each party agrees to accept notices at the addresses stated below. Either party may terminate this contract with 30 written notice to the other. District may terminate this contract immediately upon the arrest or conviction of the officer of any State, County, or Local Law/Ordinance or upon the Officer's loss of licensure/certification/permit that is required by this contract or the duties described herein.
8. **Payment.** Lead Officer will submit a roster of shifts worked for a given month by the fifth working day of the following month. Officer will clock in, be subject to all wage and hour regulations, and will be paid bi-weekly.
9. **PER DIEM EMPLOYEE.** Officer is at all times a Perdiem employee and subject to all the policies and regulations of all NIH employees.
10. **Liability Insurance.** District agrees to procure and maintain, throughout the term of this Agreement, at its sole expense, a policy of general liability insurance coverage with limits of at least \$1,000,000 for any one occurrence, and \$3,000,000 annual aggregate coverage per Officer. Said insurance will cover each officer within the scope of their duties.

11. **Not Exclusive.** It is specifically agreed and understood that Officer shall not be required to, nor is it anticipated that Officer will devote full time to District, it being understood that Officer may have additional agreements.

12 **Assignment.** Officer 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 Officer 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 Officers, with all of the rights and subject to all of the obligations of Officer under the terms of this Agreement. Said substitution shall be effected upon Officer giving written notice to District.

13. **Term.** The term of this Agreement shall be from September 30, 2010 to September 30, 2011, and continuing from month to month thereafter.

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

15. **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.

DISTRICT:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

BY _____
John Halfen
Administrator

OFFICER:

Danny A. Nolan, Jr.

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**SECURITY SERVICES AGREEMENT
PER DIEM EMPLOYMENT AGREEMENT**

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

**PART I
RECITALS**

1. The District is the owner and operator of a Hospital located in Bishop, California. District employees several hundred employees, operates a physical plant of over 90,000 sq. feet and is currently undertaking a significant replacement of it facilities.
2. The District requires that it's employees, patients, visitors, and assets enjoy a reasonably safe and secure environment while they are on the District Campus.
3. Officer is duly qualified and appropriately licensed and or certified and or registered to perform the duties as described herein. Officer has experience is managing public disturbances and in securing business operations.
4. District has concluded that engaging Officer is the most desirable course of action considering both the cost and quality of service, as compared to other arrangements available to District.

**PART II
AGREEMENTS**

1. **Duties of the Officer.** The Officer shall:
 - a. Patrol areas, said areas will be designated from time to time, and will change from time to time. Patrol means to provide a visible, physical presence, to observe the areas for unsafe conditions, and to improve said conditions when practical.
 - b. Escort employees, patients and visitors to their cars as requested.
 - c. Assist District employees and other caregivers in transporting patients as required.
 - d. Provide information to the public as requested.
 - e. Restrict entrance of the public when called for.
 - f. Assist in the management of unruly patients, visitors, and general public.
 - g. Enforce District policy relative to restricted areas.
 - h. Assist patient transportation as requested.
 - i. Report to and adhere to the instructions of the Nursing Supervisor in charge.
 - j. Assist EMT's and ambulance personnel as requested.
 - k. Notify the appropriate agencies should a security problem arise warranting outside assistance.

2. **Working Hours.** The District will designate a "lead" Officer. Said Officer will construct and publish, on a monthly basis, the schedule for the remaining officers. Shifts will be for seven days a week, including holidays, for 10 to 12 hours, typically from 6 pm until 6am. Each Officer will volunteer for shifts each month. Once agreed to and published, the Officer will be responsible, in the event he/she is unable to work a scheduled shift, to secure his/her replacement from the remaining contracted officers or notify the lead Officer or District Administrator of said deficiency. Repeated deficiencies will result in termination.
3. **Uniforms.** Officer will wear the prescribed uniform, which will consist of a District logoed shirt and black pants, provided by the District. The officer will also wear, if appropriately licensed/ permitted, guns, mace, pepper spray, handcuffs, and batons.
4. **Background Checks, Annual Physical Examination.** The Officer will submit to background checks as will be required by the District initially and from time to time, as well as annual physical examinations.
5. **Compensation.** The District will compensate the Officer for every tenth of an hour (6 minute increments) based on the base rate of \$40.00 per hour. No minimal number of shifts will be required by the District, but the number of shifts awarded to the Officer will be solely determined by the Lead Officer, in consultation with the District Administrator when necessary.
6. **Benefits.** There are no benefits of any kind, no provision for absence or sick pay, no pension, etc expressed or implied herein.
7. **Notices and Termination.** Each party agrees to accept notices at the addresses stated below. Either party may terminate this contract with 30 written notice to the other. District may terminate this contract immediately upon the arrest or conviction of the officer of any State, County, or Local Law/Ordinance or upon the Officer's loss of licensure/certification/permit that is required by this contract or the duties described herein.
8. **Payment.** Lead Officer will submit a roster of shifts worked for a given month by the fifth working day of the following month. Officer will clock in, be subject to all wage and hour regulations, and will be paid bi-weekly.
9. **PER DIEM EMPLOYEE.** Officer is at all times a Perdiem employee and subject to all the policies and regulations of all NIH employees.
10. **Liability Insurance.** District agrees to procure and maintain, throughout the term of this Agreement, at its sole expense, a policy of general liability insurance coverage with limits of at least \$1,000,000 for any one occurrence, and \$3,000,000 annual aggregate coverage per Officer. Said insurance will cover each officer within the scope of their duties.

11. **Not Exclusive.** It is specifically agreed and understood that Officer shall not be required to, nor is it anticipated that Officer will devote full time to District, it being understood that Officer may have additional agreements.

12. **Assignment.** Officer 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 Officer 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 Officers, with all of the rights and subject to all of the obligations of Officer under the terms of this Agreement. Said substitution shall be effected upon Officer giving written notice to District.

13. **Term.** The term of this Agreement shall be from September 30, 2010 to September 30, 2011, and continuing from month to month thereafter.

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

15. **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.

DISTRICT:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

BY _____
John Halfen
Administrator

OFFICER:

Fredrico A. Gomez

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**SECURITY SERVICES AGREEMENT
PER DIEM EMPLOYMENT AGREEMENT**

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

**PART I
RECITALS**

1. The District is the owner and operator of a Hospital located in Bishop, California. District employees several hundred employees, operates a physical plant of over 90,000 sq. feet and is currently undertaking a significant replacement of it facilities.
2. The District requires that it's employees, patients, visitors, and assets enjoy a reasonably safe and secure environment while they are on the District Campus.
3. Officer is duly qualified and appropriately licensed and or certified and or registered to perform the duties as described herein. Officer has experience is managing public disturbances and in securing business operations.
4. District has concluded that engaging Officer is the most desirable course of action considering both the cost and quality of service, as compared to other arrangements available to District.

**PART II
AGREEMENTS**

1. **Duties of the Officer.** The Officer shall:
 - a. Patrol areas, said areas will be designated from time to time, and will change from time to time. Patrol means to provide a visible, physical presence, to observe the areas for unsafe conditions, and to improve said conditions when practical.
 - b. Escort employees, patients and visitors to their cars as requested.
 - c. Assist District employees and other caregivers in transporting patients as required.
 - d. Provide information to the public as requested.
 - e. Restrict entrance of the public when called for.
 - f. Assist in the management of unruly patients, visitors, and general public.
 - g. Enforce District policy relative to restricted areas.
 - h. Assist patient transportation as requested.
 - i. Report to and adhere to the instructions of the Nursing Supervisor in charge.
 - j. Assist EMT's and ambulance personnel as requested.
 - k. Notify the appropriate agencies should a security problem arise warranting outside assistance.

2. **Working Hours.** The District will designate a "lead" Officer. Said Officer will construct and publish, on a monthly basis, the schedule for the remaining officers. Shifts will be for seven days a week, including holidays, for 10 to 12 hours, typically from 6 pm until 6am. Each Officer will volunteer for shifts each month. Once agreed to and published, the Officer will be responsible, in the event he/she is unable to work a scheduled shift, to secure his/her replacement from the remaining contracted officers or notify the lead Officer or District Administrator of said deficiency. Repeated deficiencies will result in termination.
3. **Uniforms.** Officer will wear the prescribed uniform, which will consist of a District logoed shirt and black pants, provided by the District. The officer will also wear, if appropriately licensed/ permitted, guns, mace, pepper spray, handcuffs, and batons.
4. **Background Checks, Annual Physical Examination.** The Officer will submit to background checks as will be required by the District initially and from time to time, as well as annual physical examinations.
5. **Compensation.** The District will compensate the Officer for every tenth of an hour (6 minute increments) based on the base rate of \$40.00 per hour. No minimal number of shifts will be required by the District, but the number of shifts awarded to the Officer will be solely determined by the Lead Officer, in consultation with the District Administrator when necessary.
6. **Benefits.** There are no benefits of any kind, no provision for absence or sick pay, no pension, etc expressed or implied herein.
7. **Notices and Termination.** Each party agrees to accept notices at the addresses stated below. Either party may terminate this contract with 30 written notice to the other. District may terminate this contract immediately upon the arrest or conviction of the officer of any State, County, or Local Law/Ordinance or upon the Officer's loss of licensure/certification/permit that is required by this contract or the duties described herein.
8. **Payment.** Lead Officer will submit a roster of shifts worked for a given month by the fifth working day of the following month. Officer will clock in, be subject to all wage and hour regulations, and will be paid bi-weekly.
9. **PER DIEM EMPLOYEE.** Officer is at all times a Perdiem employee and subject to all the policies and regulations of all NIH employees.
10. **Liability Insurance.** District agrees to procure and maintain, throughout the term of this Agreement, at its sole expense, a policy of general liability insurance coverage with limits of at least \$1,000,000 for any one occurrence, and \$3,000,000 annual aggregate coverage per Officer. Said insurance will cover each officer within the scope of their duties.

11. Not Exclusive. It is specifically agreed and understood that Officer shall not be required to, nor is it anticipated that Officer will devote full time to District, it being understood that Officer may have additional agreements.

12. Assignment. Officer 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 Officer 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 Officers, with all of the rights and subject to all of the obligations of Officer under the terms of this Agreement. Said substitution shall be effected upon Officer giving written notice to District.

13. Term. The term of this Agreement shall be from September 30, 2010 to September 30, 2011, and continuing from month to month thereafter.

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

15. 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.

DISTRICT:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

BY _____
John Halfen
Administrator

OFFICER:

Christopher L. Carter

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**SECURITY SERVICES AGREEMENT
LEAD OFFICER ADDENDUM
9-30-2010**

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 Steve Day, hereinafter referred to as "Officer", agrees as follows:

**PART I
RECITALS**

1. The District is the owner and operator of a Hospital located in Bishop, California. District employees several hundred employees, operates a physical plant of over 90,000 sq. feet and is currently undertaking a significant replacement of its facilities.
2. The District requires that it's employees, patients, visitors, and assets enjoy a reasonably safe and secure environment while they are on the District Campus.
3. Officer is duly qualified and appropriately licensed and or certified and or registered to perform the duties as described herein. Officer has experience in managing public disturbances, in securing business operations and in leading other Officers to do the same.
4. District has engaged, and is engaging, several persons with the same qualifications as Officer to provide the services described above. District further requires, for the efficient and effective administration of its security service, the additional service of one Officer to administer the scheduling of all Officers, to monitor and evaluate their performance, and to report to Hospital administration concerning same.
5. District desires that Officer perform and provide the administrative services described above and Officer desires to perform and provide them.

**PART II
AGREEMENTS**

- A. Duties of the Lead Officer:** The Lead Officer shall:
- a. Execute and be bound by all of the provisions of the Security Services Agreement, dated 9-30-2010, (hereinafter referred to "AGREEMENT"), or as amended and in force at the time, unless specifically precluded by terms in this agreement.
 - b. Recruit, retain, and screen for appropriateness, officers to perform the functions as described in the Agreement.

- c. Ensure and enforce the contract terms of the Agreement.
- d. Schedule all Officers for the shifts described in the Agreement, publish the Schedule with the NIH Administrator or his designee on a monthly basis, and notify NIH of any changes to the schedule.
- e. Work a minimum of three shifts per month.
- f. Meet with NIH officials from time to time to review the performance of the officers and discuss any needed changes in the duties required by the Agreement.
- g. Ensure that all officers are appropriately licensed, registered, or certified to perform the duties they will perform.
- h. Submit a completion schedule of shifts taken by officers each month and submit said schedule to NIH.

2. Compensation. NIH will compensate Officer at the rate of \$1,000 per month no later than the tenth of each month for that month.

3. Term. This agreement will run concurrent with the Agreement and be subject to said Agreement. Either Party may cancel this agreement by 30 days written notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Security Services Agreement Addendum at Bishop, California on _____.

DISTRICT:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

BY _____
John Halfen
Administrator

LEAD OFFICER: Stephen Day

BY _____

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**AGREEMENT FOR SERVICES OF CHIEF OF
NORTHERN INYO HOSPITAL
ELECTROCARDIOGRAPHIC
DEPARTMENT**

THIS AGREEMENT MADE AND ENTERED INTO this 1st day of October 2010, 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 Electrocardiography Department (hereinafter "EKG Department").
- 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 interpretation of electrocardiographs (hereinafter "EKGs") and is readily available to interpret EKGs.
- C. Hospital desires to contract with Physician to provide professional interpretation of EKGs done on patients at the Hospital and to serve as the physician in charge of the EKG Department (hereinafter "Chief").
- 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 interpretation of all full and partial cardiac function studies performed by the EKG Department within a response time that is in accord with the standards of the Hospital and its Active Medical Staff. Physician shall have no exclusive right to read EKGs performed at the Hospital and acknowledges that EKGs and treadmill studies may be read by any other physician deemed qualified to do so by the Active Medical Staff.

- b. As Chief, Physician will be responsible for interpretation of all EKGs done on patients in the Hospital emergency room, and Hospital outpatients, inpatients, and pre-operative patients, and will perform such duty no later than 24 hours after the EKG has been created. Although EKGs ordered by another internal medicine specialist or cardiologist may be interpreted by that person, Physician shall read any EKG done in the Hospital, regardless of who ordered it, if said EKG has not been read within 24 hours of its creation, provided that Physician shall complete such reading within 48 hours of the EKG's creation. Further, Physician will read any EKG, regardless of who ordered it, done in preparation for any type of surgery, whether emergency or elective, if said EKG has not been read within a reasonable time prior to the time scheduled for said surgery.
 - c. Physician, in his role as Chief, may read any EKG done 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 EKG Department.
 - e. Participate in retrospective evaluation of care provided in the EKG 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 his 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 acknowledges Hospital policy with respect to providing EKGs and EKG interpretations to Hospital employees without charge or on a discount basis, and agrees that his compensation under Paragraph 7 shall be adjusted accordingly.
 4. 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.

5. 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 Chief, an administrative fee of \$1,600.00 per month. In addition, Physician shall be paid \$7,950 per month for professional fees, as listed in Exhibit A for these interpretations. 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.

Hospital shall bill for and retain for all professional fees in Exhibit A.

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: 10-1-2010

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 cardiology, 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 EKG Department shall be operated, in a competent, efficient, and satisfactory manner in accord with the highest medical standards possible.

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

c. It is the intent of the parties that Physician be an independent contractor, and not an employee, in the performance of his 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 October 1, 2010 and end at midnight on September 30, 2012.

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 EKG 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 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 A

EKG Interpretation Rates

			Medicare	MediCal
1.	EKG Interpretation	\$20.50	\$8.41	\$28.23*
	Rhythm Strip	\$16.25	\$7.24	\$28.23*
2.				
3.	Tele Strip	\$19.00	-	-
4.	Cardiac event recorder	\$29.95	-	-
5.	Treadmill Study	\$102.35	\$39.31	\$35.24
6.	Cardiac Nuclear	\$125.00	\$39.31	\$35.24
7.	Adenosine Nuclear	\$150.00	\$39.31	\$35.24

*** Reimbursement Professional & Technical**

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AGREEMENT

MEDICAL DIRECTOR OF RESPIRATORY THERAPY

JOB SUMMARY

The Medical Director of Respiratory Therapy has overall responsibility for the Respiratory Therapy Department. The Medical Director is responsible for making respiratory services available to patients, assuring the quality of respiratory care personnel, overseeing the operation of the service, and ensuring proper clinical application of respiratory care.

DUTIES AND RESPONSIBILITIES

1. Coordinating of respiratory care services with other services
2. Developing of policies governing the use and availability of respiratory care services
3. Assuring the quality of respiratory care
4. Developing measures to control nosocomial infections
5. Supervising the clinical application of respiratory care
6. Supervising the technical procedures used in pulmonary function testing and blood gas analysis
7. Supervising the maintenance of respiratory equipment
8. Assuring the Joint Commission standards and State standards are met by the department
9. Recommending to the hospital administration departmental needs for staffing (including hiring and termination of respiratory therapy employees). Equipment and space
10. Advising medical staff and respiratory therapists in matters of respiratory therapy
11. Participating in the orientation and in-service training program of respiratory therapy for respiratory therapy personnel, nursing personnel, and physicians
12. Recommending to the hospital administration a departmental budget and a schedule of charges for services
13. Interpreting the pulmonary function studies done at Northern Inyo Hospital at a rate equal to twenty percent of the Hospital's total charges for pulmonary function studies

JOB RELATIONSHIPS

1. The Medical Director is responsible to the Hospital Administrator and to the Medical Staff
2. The Medical Director supervises the personnel within the Respiratory Therapy Department
3. The Medical Director serves at the pleasure of the Hospital Administrator and the Board of Directors. If in the opinion of the Hospital Administrator or the Board of Directors, the Medical Director does not discharge the duties outlined in this

job description or does not meet the standards set by the Hospital Administrator or the Board of Directors, then the Hospital Administrator or the Board of Directors may dismiss the Medical Director from this position, but such action by itself will not affect the medical Staff privileges held by the practitioner.

QUALIFICATIONS

The Medical Director of Respiratory Therapy should be a physician certified or eligible for certification by the American Board of Internal Medicine or the American Board of Anesthesiology. He must be a member of the Active Medical Staff, and be knowledgeable in the procedures and techniques of respiratory care.

COMPENSATION AND TIME INVOLVED

The Medical Director of Respiratory Therapy is paid a monthly fee of \$1,050.00, and is expected to spend a minimum of ten hours a month in his assigned duties as Medical Director of Respiratory Therapy. These rates will be adjusted annually by the amount of the NIH employee board approved Cost of Living Adjustment.

The Medical Director is also paid a monthly fee for interpreting pulmonary function studies done at the Hospital. This monthly fee shall equal twenty percent of the Hospital's total monthly charges for pulmonary function studies.

The Medical Director may continue to function as a fee-for-service consultant when in-depth consultation and management is requested by the attending physician or an emergency medical staff physician.

TERM

This contract will run coincidental with the Agreement for Services to the Northern Inyo Hospital Electrocardiographic Department Dated October 1, 2010.

Peter Watcrott, Board of Directors

Asao Kamei, M.D. Medical Director of
Respiratory Therapy

John Halfen, Administrator

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
TOMI BORTOLAZZO, MD
AND
NORTHERN INYO HOSPITAL**

1. **PURPOSE AND INTENT.** The intent of this document is to memorialize the agreement by which Northern Inyo Local Hospital District (herein after "Hospital") incentivizes Tomi Bortolazzo, M.D. (herein after "Physician") to include the Hospital's service area in her practice, which the Hospital has determined is needed to support its mission and to establish an office on the Hospital Campus to see patients.

2. **HOSPITAL RESPONSIBILITIES.** The Hospital will provide the following at it's own expense:
 - a. Access to a professional practice manager
 - b. An office space suitable for the practice of Urology.
 - c. All utilities of the office including phone, water, sewer, electric, and gas.
 - d. Front and Back office support (staffing) not provided by Physician.
 - e. Non-chargeable medical, clerical, and office supplies.
 - f. All insurance associated with the building and Hospital employees
 - g. Appropriate instrumentation for the practice of urology.
 - h. Reimbursement to Physician for any employee(s) she may hire.
 - i. Reimbursement to Mammoth Hospital for any labor they may provide as may be negotiated from time to time.

3. **PHYSICIAN RESPONSIBILITIES.** The Physician will:
 - a. See patients in the space provided by the hospital a minimum of 1 day per week for 46 weeks per year.
 - b. Incur the expense of any non-hospital employee that she utilizes in the office.
 - c. Maintain active staff status (in good standing) in the NIH Medical Staff

4. **HOSPITAL NOT REPONISBLE.** The hospital will not be responsible for:
 - a. Dues for professional organizations or subscriptions for professional journals
 - b. Expenses associated with CME's
 - c. Fees for billing services.
 - d. Professional malpractice coverage
 - e. Patient chargeable supplies
 - f. Business licenses

5. **TERM.** The term for this MOU shall be for one year, continuing from month to month thereafter. It shall be cancelable by either party giving 30-day notice. Agreement may be amended with the consent of both parties. This agreement will supercede all previous agreements.
6. **NOTICES.** Notices to be given for Physician: P.O. Box 7869, Mammoth Lakes CA and for the Hospital at 150 Pioneer Lane, Bishop CA.

This MOU is effective the fifteenth day of September 2010 for the Hospital and the fourteenth day of September 2011 for the physician.

Executed by:

_____ Date: _____
John Halfen
Northern Inyo Hospital Administrator

_____ Date: _____
Tomi Bortolazzo M.D.

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**REAL ESTATE LEASE
RESIDENTIAL**

October 1, 2010

This Lease Agreement (this "Lease") is made effective as of ~~July 1, 2009~~, by and between Bil and Jane Askin ("Landlords"), and Northern Inyo Hospital ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a one-bedroom unit, one level, with one bath, kitchen with all new appliances: electric stove, refrigerator, dishwasher, garbage disposal, and no other appliances. Unit is part of a duplex. Back unit (A) is occupied by other party(s). The "Premises" is located at 331 Clarke Street, Bishop, California 92514.

PARKING. Tenant shall be entitled to street parking only. Tenant shall be entitled to ZERO (0) parking space(s) in driveway located on east side of house. Driveway is for sole use by occupants of back unit A.

STORAGE. Tenant shall be entitled to store items of personal property in storage shed located at back door of unit. Landlords shall not be liable for loss of, or damage to, such stored items. Tenant shall be responsible for any damage resulting from their use of this area.

OCCUPANTS. It is agreed by the Landlords that the Tenant will be using premises to house traveling medical personnel working at the hospital. Tenant will provide Landlords with information such as name and medical department of each occupying agent prior to them taking residence in unit.

The Premises may not be occupied by more than 2 person(s), consisting of 2 adult(s) and 0 child(ren) under the age of 18 years, unless the prior written consent of the Landlords is obtained.

October 1, 2010

TERM. The lease term will begin on ~~July 1, 2009~~ and will terminate on ~~June 30, 2010~~: *September 2011*.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of twelve (12) Months per renewal term on the same terms as this Lease, unless either party gives written notice of a change in terms or their termination no later than Thirty (30) days prior to the end of the renewal term.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to landlords a

lease payment for the Holdover Period based on the terms of the following Lease Payments paragraph. Holdover Period shall be no longer than one month from termination of stated lease, without prior written consent of Landlords.

LEASE PAYMENTS. Tenant shall pay to Landlords lease payments of \$750.00, payable in advance, on the FIRST day of each month. Lease payments shall be made to the Landlords at 337 Clarke Street, Bishop, California 93514, and may be changed from time to time by Landlord.

LATE PAYMENTS. Tenant shall pay a late charge of \$100.00 for each payment that is not paid and delivered to landlords or his designated agent by the end of the fifth day of the month.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$100.00 for each check that is returned to Landlords for lack of sufficient funds.

SECURITY DEPOSIT. Tenant shall deposit with Landlords upon the execution of this lease the sum of \$750.00 as a security deposit for the Tenant's faithful performance of the provisions of this Lease. If Tenant fails to pay rent or other charges due, or otherwise defaults with respect to any provision of this Lease, Landlords may use the security deposit, or any portion of it, to cure the default or compensate Landlords for damages sustained by Landlords resulting from Tenant's default or negligence.

Landlords shall not be required to keep the security deposit separated from its general account nor shall Landlords be required to pay Tenant any interest on the security deposit. If Tenant performs all of Tenant's obligations under this Lease, the security deposit or that portion thereof which has not previously been applied by the landlord, shall be returned to Tenant within three (3) weeks after the expiration of the term of this Lease, or after Tenant has vacated the premises, whichever is later.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlords on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES/ABSENCES. Tenant agrees that their occupying agent of the unit will be respectful of tenants in adjoining Unit A and not to infringe upon their

"peaceful enjoyment" of their premises with excessive noise since the unit shares two common walls.

Tenant and agent shall occupy and use the Premises as a dwelling unit only. Tenant shall notify Landlords of any anticipated extended absence from the Premises not later than the first day of the extended absence.

KEYS. The Tenant will be given 4 keys (2 front door, 2 back door) to the Premises. If all keys are not returned to the Landlords at the end of the lease, the Tenant shall be charged \$50.00.

MAINTENANCE. Landlord's obligation for maintenance shall include:

1. The roof, outside walls, and other structural parts of the building.
2. The driveway and sidewalks.
3. The sewer, water pipes, and other matters related to plumbing.
4. the electrical wiring.
5. the heating and cooling systems.
6. All other items of maintenance not specifically delegated to Tenant under this Lease.

Tenant's obligations for maintenance shall include:

1. Install heavy duty felt pads on the bottom of all furniture.

ALTERATIONS AND ADDITIONS. Tenant shall not, without the Landlords' prior written consent, make any alterations, improvements or additions in or about the Premises and any additions to or alterations of the Premises, with the exception of movable furniture. The Tenant shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by the Tenant.

ACCESS BY LANDLORDS TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld) or 24 hour notice, Landlords shall have the right to enter the Premises to make inspections, to provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlords may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES. Landlord shall be responsible for the following utilities and services in connection with the Premises:

- garbage pick-up, water and sewer.

Tenant shall pay for all propane, electrical, telephone service, cable, and other services supplied to the Premises, except as herein provided.

Tenant shall be responsible for any broken windows, toilet or drain stoppages from the unit to where system joins with front unit drains. Tenant shall be responsible for any interior or exterior wall or structural damage cause by tenants affixing any items to the structure (pictures, plants, etc.)

PROPERTY INSURANCE. Landlords and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within THREE (3) day(s) (or any other obligation within FIVE (5) day(s) after written notice of such default is provided by Landlords to Tenant, Landlords may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlords may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlords by reason of Tenant's defaults.

HOLD HARMLESS. Tenant shall indemnify and hold Landlord harmless from and against any and all claims arising from Tenant's use or occupancy of the Premises or from any activity, work, or things which may be permitted or suffered by Tenant in or about the Premises including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim, or action or proceeding arising there from. Except for Landlords' willful or grossly negligent conduct, Tenant hereby assumes all risk of damage to property, including household furniture and goods, or injury to person in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlords.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that,

in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlords in writing.

PETS. Tenant may NOT have pets without Landlords' prior written consent.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without prior written consent of Landlords, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlords:

Bil and Jane Askin
337 Clarke Street
Bishop, California 93514

Tenant:

Northern Inyo Hospital
Contact Person: Sandy Blumberg
Administration Offices
150 Pioneer Lane
Bishop, California 93514

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and

enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of California.

ADDITIONAL PROVISIONS: In the event of any dispute resulting in litigation or collection action between the parties to this lease, the prevailing party shall be entitled to reasonable attorney fees and costs.

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defect, except as noted below:

SATISFACTORY	UNSATISFACTORY	COMMENTS
Flooring		
Walls		
Windows		
Screens		
Window coverings		
Stove		
Refrigerator		
Dishwasher		
Disposal		
Bathroom		
Closets		
Mirror Closet doors		
Ceilings		
Doors		
Locks		
Lights		
Rinnai Heater		
Evaporative cooler		

This Summary is not an official part of your document. It contains highlights of the important information that has been entered into the document.

SUMMARY of the RESIDENTIAL LEASE

LANDLORDS

Bil and Jane Askin

TENANT(S)

Northern Inyo Hospital

ADDRESS OF PREMISES

331 Clarke Street
Bishop, California 93514

LEASE PAYMENTS

Payment terms.

Lease payment: \$750.00

Due on the **FIRST** day of each month

SECURITY DEPOSIT

\$750.00


LANDLORDS CONTACT INFORMATION

337 Clarke Street
Bishop, CA 93514
(760) 872-4265

The tenants entering into this lease agree to be jointly and severability liable for all matters or cost relating to this lease.

LANDLORDS:

Bil and Jane Askin



Bil Askin

Date: 6/12/09

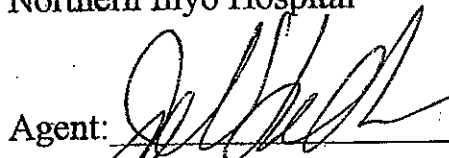


Jane Askin

Date: 6/12/09

TENANT:

Northern Inyo Hospital

Agent: 

Print Name: John Halfan

Date: 6-12-09

LEASE AGREEMENT

Dated ^{10/11/10} ~~2/19/09~~

Agreement between Janice Clover, Trustee for the Christopher Family Trust, Owner, and Northern Inyo Hospital, Tenant, for a dwelling located at 768 W. Pine Street.

Tenants agree to lease this dwelling for a term of one year, beginning ^{10/11/10} ~~7/1/09~~ and ending ^{9/30/11} ~~6/30/10~~ for \$700 per month, payable in advance on the 10th day of every calendar month, to Owners -- Christopher Family Trust -- whose address is 463 E. South St., Bishop, CA 93514.

The first month's rent is \$700.

The security/cleaning deposit on this dwelling is \$700. It is refundable if Tenants leave the dwelling reasonably clean and undamaged.

Upon expiration, this Agreement shall become a month-to-month agreement automatically, unless either Tenants or Owners notify the other party in writing at least thirty days prior to expiration that they do not wish this Agreement to continue on any basis.

Tenants may terminate this lease at any time for any reason. gc

Owners will refund all deposits due within ten days after Tenants have moved out completely and returned their keys:

Use of the following is included in the rent: storage building located next to carport.

TENANTS AGREE TO THE FOLLOWING:

- 1) To accept the dwelling "as is," having already inspected it.
- 2) To keep yards and garbage areas clean.
- 3) To keep from making loud or bothersome noises and disturbances.
- 4) Not to repair their motor vehicle on the premises if such repairs will take longer than a single day.
- 5) Not to keep any liquid-filled furniture in this dwelling.
- 6) To pay rent by check or money order made out to Owners: Christopher Family Trust.
- 7) To pay for repair of all damage -- including drain stoppages -- they or their guests have caused.
- 8) To pay for any windows broken in their dwelling while they live there.

Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under applicable code sections. The prevailing party shall recover reasonable legal services fees involved.

Tenants hereby acknowledge that they have read this Agreement, understand it, agree to it, and have been given a copy.

Owner Christopher Family Trust

Tenant [Signature] / NHH

*By Jan Clover

*By John Halter

*Person authorized to accept legal service on Owners'/Tenants' behalf.

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LEASE PREAMBLE

THIS LEASE is entered into on October 1, 2010, by and between, NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT (hereinafter "TENANT") and Pioneer Medical Associates a General Partnership (hereinafter "LANDLORD").

RECITALS

- A. TENANT is a California Health Care District, organized and existing pursuant to the Local Health Care District Law, *Health & Safety Code §32000, et seq.*, with its principal place of business at Bishop, California.
- B. TENANT owns and operates NORTHERN INYO HOSPITAL (hereinafter "Hospital"), an acute care general hospital, at 150 Pioneer Lane, Bishop, California.
- C. LANDLORD owns and operates a medical office building designed for the practice of medicine.

LEASE

Subject to and governed by the terms and conditions set forth below, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, on the terms and conditions set forth in this lease a 2017 square foot Medical office suite ("the PREMISES") located at 152-D Pioneer Lane, in the City of Bishop, County of Inyo, State of California.

ARTICLE I TERM OF LEASE

1.01. Original Term. The term of this lease shall be for a period of three years, commencing at 12:01 A.M. on October 1, 2010 and ending at 12:01 A.M. on September 30, 2013, unless terminated sooner as provided in this lease.

1.02. Renewal Term. The Original Term, described in Section 1.01 above, shall automatically renew for an additional three (3) year term unless either party has given written notice of the other, in the manner set forth in Section ~~10.03~~ below, of its intention not to renew. Said notice of non-renewal must be given no less than One Hundred Twenty (120) days prior to the expiration of the Original Term or it will be without effect.

1.03. Holding Over. If Tenant holds over and continues in possession of the Premises after termination of the term of this lease, including any renewed term, Tenant's continued occupancy of the Premises shall be deemed merely a tenancy from month to

month at a minimum rental of \$1.25 per square foot, per month subject to all other terms and conditions, contained in this lease.

ARTICLE II

RENT

2.01 Rental for Original Term. Tenant agrees to pay to Landlord as rent for the Original Term the sum of \$90,756.00, payable in monthly installments of \$2,521.00 commencing on the 1st day of October 2010, and continuing on the first day of each calendar month thereafter through the Original Term. Tenant shall pay all installments without deduction to Landlord at the address set forth in this lease for mailing notices to Landlord, or at any other place or places that Landlord may from time to time designate by written notice given to Tenant.

2.02 Rental for Renewal Term. Tenant agrees to pay to Landlord as rent for the Renewal Term the sum of \$90,756.00, payable in monthly installments of \$2,521.00 commencing on the first day of October 2013, and continuing on the 1st day of each calendar month thereafter through the Renewal Term. Tenant shall pay all installments without deduction to Landlord at the address set forth in this lease for mailing notices to Landlord, or at any other place or places that Landlord may from time to time designate by written notice given to Tenant.

ARTICLE III

REPAIRS, MAINTENANCE & IMPROVEMENTS

3.01. Improvements to be made by Landlord. NONE

3.02 Present Condition of Premises. Tenant has inspected the Premises and agrees and hereby stipulates with Landlord that the Premises are in good and tenantable condition for its purposes on the date of this lease.

3.03. Repairs by Landlord. During the term of this lease and any renewal or extension of the term of this lease, Landlord shall, at Landlord's own cost and expense, keep the exterior roof, sidewalls, structural supports, and foundation of the building on the Premises in good repair and make all necessary repairs to, or replacements of, the plumbing, and electrical systems on the Premises; provided, however, Landlord shall not:

(a) Be required to make any repairs to the exterior roof, sidewalls, structural supports, and foundations of the building on the Premises that are rendered necessary by the negligence of or abuse of that property by Tenant or any employees, agents, subtenants, or permittee of Tenant; or

(b) Be liable for any damages resulting from Landlord's failure to make any repairs required by this section to be made by Landlord, unless Tenant gives written notice to

Landlord specifying the need for the repairs and Landlord fails to make the repairs or to commence making the repairs within 45 days after Tenant gives notice.

3.04. Repairs by Tenant; Removal of Hazardous Waste. Except as provided in Sections 3.03 and 3.04 above, Tenant shall, at Tenant's own cost and expense, during the term of this lease or any extension of the term of this lease:

- (a) Keep and maintain the interior of the Premises in good order, repair, and tenantable condition;
- (b) Properly remove from the premises, and dispose of, all hazardous waste in accordance with applicable federal, state, county and city laws, ordinances and regulations. Tenant shall defend, indemnify, and hold harmless Landlord from any liability for this failure to discharge his duties under this sub-section 3.04 (b).

3.05. Tenant Alterations. Subject to the provisions of Section 3.07 of this Lease, Tenant may make nonstructural alterations or improvements to the Premises deemed necessary by Tenant for Tenant's business without Landlord's approval, provided that Tenant notifies Landlord in writing at least three days before the date construction for alterations or improvements is to commence so that Landlord may post and record a notice of nonresponsibility, and further provided that all construction complies with the requirements of all appropriate government agencies. Before making any nonstructural alterations or improvements to the interior of the building that are estimated to exceed in cost the sum of \$2,000.00 or any structural alterations or improvements to the interior of the building or any alterations or improvements to the exterior of the Building or before constructing any new improvements on the Premises, Tenant shall submit to and obtain Landlord's written approval on final construction plans and specifications for the alterations or improvements. Landlord shall not unreasonably withhold approval. All improvements or alterations made by Tenant on the Premises shall comply with the requirements of any federal, state, or municipal authority having jurisdiction.

3.06 Tenant Improvements and Trade Fixtures.

- (a) Any alterations, improvements, or installations made by Tenant to the Premises shall at once become a part of the realty and belong to Landlord. On expiration or earlier termination of this Lease, Tenant shall surrender the Premises and all improvements thereon to Landlord in good sanitary, and near order, condition, and repair, excluding ordinary wear and tear.
- (b) Tenant shall have the right to remove its trade fixtures from the Premises at the expiration or earlier termination of this lease term provided Tenant is not then in default under this lease and provided that Tenant shall repair any damage to the Premises caused by that removal.

3.07. Liens.

(a) Tenant agrees to keep all of the Premises and every part thereof and the building and other improvements at any time located on the Premises free and clear of any and all mechanics' material-men's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations to Tenant, any alteration, improvements, or repairs or additions that Tenant may make or permit or cause to be made, or any work or construction by, for, or permitted by Tenant on or about the Premises, or any obligations of any kind incurred by Tenant. Tenant further agrees to pay promptly and fully and discharge any and all claims on which any such lien may or could be based, and to save and hold Landlord and all of the Premises and the building and any other improvements on the Premises free and harmless from any and all such liens and claims of liens and suits or other proceedings pertaining thereto.

(b) If Tenant desires to contest any such lien, it shall notify Landlord of its intention to do so within ten days after the filing of that lien. In such a case, and provided that Tenant on demand of Landlord protects Landlord by a good and sufficient surety bond against any such lien and any costs, liability, or damage arising out of that contest, Tenant shall not be in default hereunder until five days after the final determinations of the validity thereof, within which time Tenant shall satisfy and discharge that lien to the extent held valid. The satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered on the lien, and that delay shall be a default of Tenant under this Lease. In the event of any such contest Tenant shall protect and indemnify Landlord against all loss, cost, expense, and damage resulting from the contest.

3.08. Landlord's Right of Inspection. Landlord or Landlord's duly authorized agents may enter the Premises at any and all reasonable times during the term of this lease, including any extended term, to determine whether Tenant is complying with the terms and conditions of this lease or to perform any other acts authorized by this lease to be performed by Landlord or reasonably necessary to protect Landlord's rights under this lease.

3.09 Surrender of Premises. On expiration or earlier termination of this lease, Tenant shall promptly surrender possession of the Premises to Landlord in as good condition as the Premises are on the date of this lease, reasonable wear and tear excepted.

ARTICLE IV

USE OF PREMISES

4.01. Permitted and Prohibited Use of Premises. Tenant shall use the Premises for operating and conducting a practice of a medical specialty or other permitted use and for no other purpose without the written consent of Landlord. Landlord shall not unreasonably withhold consent.

4.02 Medical Staff Membership. Tenant shall not allow or permit the practice of medicine on the Premises by any physician who is not licensed to practice medicine in the State of California and a member in good standing of either the Provisional or Active Medical Staff of the Hospital. Tenant acknowledges and agrees that compliance with the requirements of this Section 4.02 is a condition of this Agreement and not a covenant and that failure to comply with this condition shall be, notwithstanding any other term or provision of this Agreement, cause for termination and forfeiture of this Lease.

4.03 Compliance With Law. The Premises shall not be used or permitted by Tenant to be used in violation of any law or ordinance. Tenant shall maintain the Premises in a clean and sanitary manner and shall comply with all laws, ordinances, rules, and regulations applicable to the Premises, enacted or promulgated by any public or governmental authority or agency having jurisdiction over the Premises.

ARTICLE V

INSURANCE & TAXES

5.01. Liability Insurance. Tenant shall, at Tenant's own cost and expense, secure and maintain during the entire term of this lease and any extended term of this lease, public liability, property damage, and products liability insurance, insuring Tenant and Tenant's employees against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Tenant's occupation and use of the Premises under this lease in amounts not less than:

- (a) \$300,000 for injury to or death of one person and, subject to the limitation for the injury or death of one person, of not less than \$1,000,000 for injury to or death of two or more persons as a result of any one accident or incident; and
- (b) \$250,000 for property damage.

Landlord shall be named as an additional insured and the policy or policies shall contain cross-liability endorsements.

In the event that Landlord determines, in Landlord's reasonable judgment, that the limits of the public liability, property damage, or products liability insurance then carried by Tenant are materially less than the amount or type of insurance typically carried by

owners or tenants of properties located in the same county in which the Premises are located, which are similar to and operated for similar business purposes as the Premises, Landlord may elect to require Tenant to increase the amount of specific coverage, change the type of policy carried, or both. If Landlord so elects, Tenant shall be notified in writing of the specific change in policy amount or type required and shall have 30 days after the date of Landlord's notice to effect the change in amount or type of policy. Unless otherwise agreed by Landlord and Tenant, any adjustment under this section may be made not more often than every two years.

5.02 Tenant's Personal Property. Tenant shall at all times during the term of this Lease and at Tenant's sole expense, keep all of Tenant's personal property, including trade fixtures and equipment and all merchandise of Tenant that may be in the Premises from time to time, insured against loss or damage by fire and by a peril included within fire and extended coverage insurance for an amount that will insure the ability of Tenant to fully replace the trade fixtures, equipment, and merchandise.

5.03 Worker's Compensation Insurance. Tenant shall maintain in effect throughout the term of this lease, at Tenant's sole expense, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

5.04. Cancellation Clause. Any policy of insurance required under this Article shall be written by insurance companies authorized to do business in California.

5.05. Deposit of Insurance Policies With Landlord. Promptly on this issuance, reissuance, or renewal of any insurance policy required by this lease, including fire and liability insurance policies, Tenant shall cause a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent to be given to Landlord.

5.06. Taxes. Tenant shall promptly pay, and not allow to fall into arrears, all personal property taxes assessed against it by the County of Inyo, State of California, or by any other competent governmental authority.

5.07 Conditions. Tenant acknowledges and agrees that its obligations under this Article V are conditions, and not covenants, of its right to occupy the Premises under this Lease and that its failure to comply with any term or requirement of this Article shall be cause for termination and forfeiture of the Lease.

ARTICLE VI
DESTRUCTION OF PREMISES

6.01. Duty to Repair or Restore. If any improvements, including buildings and other structures, located on the Premises are damaged or destroyed during the term of this lease or any renewal or extension thereof, the damage shall be repaired as follows:

- (a) If damage or destruction is caused by a peril against which insurance is not required to be carried by this lease, Landlord, subject to its right to terminate this lease described in Section 6.02, shall repair that damage as soon as reasonably possible and restore the Premises to substantially the same condition as existed before the damage or destruction.
- (b) If the damage or destruction is caused either by a peril against which fire and extended coverage insurance is required by this lease to be carried by Tenant, or by a peril against which insurance is not required to be carried by this lease, Tenant expressly waives any right under Civil Code Section 1931-1933 to terminate this lease for damage or destruction to the Premises.

6.02. Termination of Lease for Certain Losses

- (a) Tenant or landlord shall have the right to terminate this lease under either of the following circumstances:
 - (1) If the Premises are destroyed from any cause whatsoever, insured or uninsured, during the term of this lease (provided that destruction to extend the term of this lease in accordance with the provisions of Section 1.02) or during the extended term, if any, of this lease.
- (b) Either party may terminate this lease by giving written notice of termination to the other not later than four days after occurrence of the event giving rise to termination under subsection (a), and termination shall be effective as of the date of the notice of termination. In the event of a termination under subsection (a), Tenant shall not be entitled to collect any insurance proceeds attributable to insurance policies covering the Premises or improvements, except those proceeds attributable to Tenant's personal property and trade fixtures.
- (c) If this lease is terminated pursuant to either subsection (a) or (b) above, rent, taxes, assessments, and other sums payable by Tenant to Landlord under this lease shall be prorated as of the termination date. If any taxes, assessments, or rent have been paid in advance by Tenant, Landlord shall refund it to Tenant for the unexpired period for which the payment has been made.

6.03. Time for Construction of Repairs. Any and all repairs and restoration of improvements required by this Article shall be commenced by Landlord or Tenant, as the case may be, within a reasonable time after occurrence of the damage for destruction requiring the repairs or restoration, shall be diligently pursued after being commenced;

and shall be completed within a reasonable time after the loss. If Landlord is required under this lease to perform the repairs and restoration, Landlord shall cause the repairs and restoration to be completed not later than 180 days after occurrence of the event causing destruction or Tenant shall have the right to terminate this lease.

6.04 Abatement of Rent.

(a) If the damage or destruction to the Premises is caused by a peril against which insurance is not required to be carried under this lease, rent shall be abated only for the time and to the extent Tenant is prevented from occupying the Premises for the uses authorized in this lease.

(b) If the damage or destruction is caused by a peril against which insurance is required to be carried by Section 5.01 of this lease, Tenant shall continue to pay the full amount of rent required under this lease notwithstanding the fact that damage or destruction renders the Premises either partially or completely uninhabitable for the uses authorized by this lease.

ARTICLE VII
CONDEMNATION

7.01 Total Condemnation Defined. The term "total condemnation" as used in this Article shall mean the taking by eminent domain ("condemnation") by a public or quasi-public agency or entity having the power of eminent domain ("condemnor") of either:

- (a) More than 35 percent of the ground area of the Premises; or
- (b) Less than 35 percent of the ground area of the Premises at a time when the remaining buildings or improvements on the Premises cannot reasonably be restored to a condition suitable for Tenant's occupancy for the uses permitted by this lease within 90 normal eight-hour working days under all laws and regulations then applicable; or
- (c) Less than 35 percent of the ground area of the Premises in such a manner that Tenant is substantially prevented from carrying on operations of a permitted use under this lease on the remaining portion of the Premises.

7.02 Partial Condemnation Defined. The term "partial condemnation" as used in this Article shall mean any condemnation of a portion of the Premises that is not a total condemnation under Section 7.01 of this lease.

7.03 Termination for Total Condemnation. In the event of a total condemnation of the Premises during the term of this lease, this lease shall terminate without further notice as of 12:01 A.M. on the date actual physical possession of the condemned property is taken by the condemnor. All rent payable under this lease shall be prorated as of 12:01

A.M. on that date and a prompt refund or payment of rent for the unexpired period of this lease shall be made by Landlord to Tenant. On the making of that rent adjustment, both Landlord and Tenant will be released and discharge from any and all further obligations under this lease.

7.04 Effect of Partial Condemnation. In the event of a partial condemnation of the Premises, this lease shall terminate as to the portion of the Premises taken on the date actual physical possession of that portion is taken by the condemnor but shall remain in full force and effect as to the remainder of the Premises; provided, however, that promptly after the taking of actual physical possession by the condemnor of the portion taken by condemnation, Landlord shall restore, at Landlord's own cost and expense, the improvements on the remainder of the Premises to a condition making the Premises tenantable by Tenant for the uses permitted by this lease. Any rent payable under this lease after the date actual physical possession is taken by eminent domain bears to the total ground area of the Premises on the date of this lease. In addition, the rent payable under this lease shall be further abated during the time and to the extent Tenant is prevented from occupying all of the remainder of the Premises by the work of restoration required by this section to be performed by Landlord.

7.05 Landlord's Power to Sell in Lieu of Condemnation. Landlord may, without any obligation or liability to Tenant and without affecting the validity or continuation of this lease other than as expressly provided in this Article, agree to sell or convey to the condemnor, without first requiring that an action or proceeding for condemnation be instituted or tried, the portion of the Premises sought by the condemnor free from this lease and the rights of Tenant in the Premises other than as provided in this Article.

7.06 Condemnation Award. All compensation and damages awarded or paid for the condemnation of the Premises or any portion of the Premises, for any sale in lieu of condemnation as authorized by Section 7.05 of this lease, shall, except as otherwise expressly provided in this section, belong to and be the sole property of Landlord. Tenant hereby assigns to Landlord any claim Tenant might have except for this provision against Landlord, the leased Premises, or condemnor for diminution in value of the unexpired term of this lease; provided however, that Tenant is entitled to seek to recover from the condemnor, but not from Landlord:

- (a) The cost of removing any trade fixtures, furniture, or equipment from the portion of the Premises taken by condemnation;
- (b) The value of any improvements installed by Tenant on the portion of the Premises taken by condemnation that Tenant has a right to remove under this lease but that Tenant elects not to remove; and
- (c) The then amortized value of all improvements made by Tenant on the portion of the Premises taken by condemnation that could not be removed by Tenant on expiration of this lease either because of provisions of this lease or because the improvements would have no economic value on removal from the Premises.

ARTICLE VIII

INDEMNIFICATION

8.01. Tenant's Hold-Harmless Clause. Except as otherwise provided in Section 8.02. Tenant shall indemnify and hold Landlord and the property of Landlord, including the Premises, free and harmless from any and all liability, claims, loss, damages, or expenses, including counsel fees and costs, arising by reason of the death or injury of any person, including Tenant or any person who is an employee or agent of Tenant, or by reason of damage to or destruction of any property, including property owned by tenant or any person who is an employee or agent of Tenant, caused or allegedly caused by (1) any cause whatsoever while that person or property is in or on the Premises or in any way connected with the Premises or with any improvements or personal property on the Premises; (2) same condition of the Premises or some building or improvement on the Premises; (3) some act or omission on the Premises of Tenant or any person in, on, or about the Premises with the permission and consent of Tenant; or (4) any matter connected with Tenant's occupation and use of the Premises.

8.02. Landlord's Hold-Harmless Clause. Notwithstanding the provisions of Section 8.01 of this lease, Tenant shall be under no duty to indemnify and hold Landlord harmless from any liability, claims, or damages arising because of Landlord's failure to make any repairs required by this lease to be made by Landlord or because of any negligence or willful acts of misconduct by Landlord or by any person who is an agent or employee of Landlord acting in the course and scope of its agency or employment. Landlord agrees to indemnify, defend, protect, and hold Tenant free and harmless from and against any liability, claims, or damages arising from or in connection with Landlord's failure to make any repairs required by this lease to be made by Landlord or because of any negligence or willful acts of misconduct by Landlord or by any person who is an agent or employee of Landlord acting in the course and scope of its agency or employment.

ARTICLE IX

DEFAULT & REMEDIES

9.01. Remedies on Tenant's Default. If Tenant breaches this lease or breaches this lease and abandons the Premises before the natural expiration of the term of this lease, Landlord, in addition to any other remedy given Landlord by law or equity, may:

- (a) Continue this lease in effect by not terminating Tenant's right to possession of the Premises, in which case Landlord shall be entitled to enforce all Landlord's rights and remedies under this lease, including the right to recover the rent specified in this lease as it becomes due under this lease.

- (b) Terminate this lease and recover from tenant:
- (1) The worth, at the time of award, or the unpaid rent that has been earned at the time of termination of the lease;
 - (2) The worth, at the time of award, of the amount by which the unpaid rent that would have been earned after termination of the lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided;
 - (3) The worth, at the time of award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and
 - (4) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform the obligations under this lease; or
- (c) Terminate the lease and, in addition to any recoveries Tenant may seek under paragraph (b) of this section, bring an action to reenter and regain possession of the Premises in the manner provided by the laws of unlawful detainer then in effect in California.

9.02. Termination by Landlord. No act of Landlord, including but not limited to Landlord's entry on the Premises or efforts to relet the Premises, or the giving by Landlord to Tenant of a notice of default, shall be construed as an election to terminate this lease unless a written notice of the Landlord's election to terminate is given to Tenant or unless termination of this lease is decreed by a court of competent jurisdiction.

9.03. Default by Tenant. All covenants and agreements contained in this lease are declared to be conditions to this lease and to the term hereby leased to Tenant. The following constitute a material default and breach of this lease by tenant:

- (a) Any failure to pay rent when due when the failure continues for three days after written notice to pay that rent or surrender possession of the Premises is served on Tenant by Landlord; or
- (b) Any failure to perform any other covenant, condition, or agreement contained in this lease when the failure is not cured within three days after written notice of the specific failure is given by Landlord to Tenant.
- (c) The bankruptcy or insolvency of Tenant, the making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under the bankruptcy Act (unless, in the case of a petition filed against Tenant, it is dismissed within 60 days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this lease; if possession is not restored to Tenant within 30 days; of the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this lease, when that seizure is not discharged within 15 days.

- (d) The abandonment or vacating of the Premises by Tenant (which, for purposes of this lease, shall mean Tenant's failure to occupy and operate the Premises for business for a period of at least 30 consecutive days).

9.04. Cumulative Remedies. The remedies granted to Landlord in this Article shall not be exclusive but shall be cumulative and in addition to all other remedies now or hereafter allowed by law or authorized in this lease.

9.05. Waiver of Breach. The waiver by Landlord of any breach by Tenant of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by Tenant either of the same or a different provision of this lease.

ARTICLE X

MISCELLANEOUS

10.01. Assignment and Subletting. Tenant shall not encumber, assign, or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed on the Premises without first obtaining the written consent of Landlord. Tenant shall not sublet the Premises or any part of the Premises nor allow any other person, other than Tenant's agents, servants, and employees, to occupy the Premises or any part of the Premises without the prior written consent of the Landlord. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Landlord, whether voluntary or involuntary, by operation of law or otherwise is void and shall, at the option of Landlord, terminate this lease.

10.02. Utilities. Tenant shall pay all charges incurred for utilities furnished to and/or used in Tenant's practice within, and occupancy of, the Premises including but not limited to propane, electricity, water, telephone service, Internet connections, garbage or refuse service, and other public utilities during the term of this lease. All payment shall be made directly to the service provider before their delinquency.

10.03 Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party to this lease by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or to any managing employee or officer of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

TO TENANT: Northern Inyo Hospital
150 Pioneer Lane
Bishop, California 93514

TO LANDLORD: Pioneer Medical Associates
152 Pioneer Lane
Bishop, CA 93514

Either party, Landlord or Tenant, may change its address for purposes of this section by giving written notice of that change to the other party in the manner provided in this section.

10.04. Attorney's Fees. If any litigation, is commenced between the parties to this lease concerning the Premises, this lease, or the rights and duties of either in relation to this lease, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorneys' fees in the litigation.

10.05. Binding on Heirs and Successors. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, trustees, conservators, personal representatives, successors, agents, and assigns of both Landlord and Tenant, but nothing contained in this section shall be construed as a consent by Landlord to any assignment of this lease or any interest in this lease by Tenant.

10.06 Time of Essence. Time is expressly declared to be of the essence of this Lease, and each term or condition thereof.

10.07. Sole and Only Agreement. This instrument constitutes the sole and only agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, and the lease terms contained in this lease, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are null and void.

EXECUTED at Bishop, California, on the day, month and year first above written.

Pioneer Medical Associates, a General Partnership
Landlord

By _____
Managing Partner

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT
Tenant

By _____
PETER WATERCOTT
President, Board of Directors

**THIS SHEET
INTENTIONALLY
LEFT BLANK**

NORTHERN INYO HOSPITAL
RURAL HEALTH CLINIC
MEDICAL DIRECTOR AND
PROFESSIONAL SERVICES AGREEMENT

This Medical Director and Professional Services Agreement (this "Agreement") dated as of 10-1-2010, is entered into by and between Northern Inyo Hospital Local Hospital District ("Hospital") and Stacey Brown, M.D. ("Physician").

RECITALS

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

B. Physician is an individual duly licensed to practice medicine in the State of California, specializing in primary care, and is a member of the Northern Inyo Hospital Active Medical Staff.

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

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

THEREFORE, THE PARTIES AGREE:

I. PHYSICIAN RESPONSIBILITIES.

1.01 Professional Services. Physician shall provide the following services, consistent with the Clinic's policies and procedures, to the Clinic and Clinic patients, provided that Physician's obligations hereunder are limited to the provision of services within his professional capabilities:

- A. Medical Services. In cooperation with the Hospital, arrange for appropriate coverage for the provision of professional primary health care services to Clinic patients.

Physician shall cooperate in Clinic's participation in the Medicare and Medi-Cal programs. Physician shall provide services to Medicare and Medi-Cal beneficiaries in a nondiscriminatory manner.

- B. On-Call Coverage. Physician shall provide such on call coverage as is necessary to provide primary health care call coverage as necessary to provide primary health care services for Clinic patients during the Clinic's operating hours, excluding inpatient admission responsibilities. Physician shall provide Emergency Room Call as may be required by the Medical Staff bylaws for the privileges held. Physician will be required to provide up to 10 weeks per year Emergency Room Call for RHC patients without additional compensation. Call taken in excess of above shall be compensated at rate equivalent to agreements with other physicians who provide call for these patients.
- C. Supervision. Monitor and review the clinical performance of all physician and non-physician providers of medical and technical services, including nurse practitioners and Clinic and/or Hospital employees who provide services to Clinic patients.

1.02 Medical Director and Administrative Services. Physician shall act as Medical Director of Clinic, and in this role, Physician shall provide to Clinic those services set forth on Exhibit A.

- A. Time Commitment. Physician shall devote a minimum of eight (8) hours per month to provide the administrative services described in this Agreement.
- B. Physician Time Reports. Physician shall maintain quarterly time reports, which provide accurate accountings of his time spent, providing administrative services to the Clinic. Such reports shall be substantially in the form attached as Exhibit B, or as otherwise required by Hospital or State and Federal Payers, and shall document Physician's actual provision of administrative services. All time reports shall be submitted to Hospital no later than the 10th day of the calendar month following the quarter in which the services are performed.

1.03 Personal Services. This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Physician. Physician shall continue to be primarily responsible for fulfilling the terms of the Agreement, except as specifically set forth in this Agreement.

1.04 Absences. In the event Physician is unable to perform the obligations under this Agreement due to illness, continuing education responsibilities, leave or other justifiable cause, Hospital shall designate a qualified replacement. The person who provides services on behalf of Physician in Physician's absence shall be bound by all terms of this Agreement. Hospital shall have the right to approve the length of Physician's absence, and any unapproved absence shall constitute a breach of this Agreement. Physician may elect to seek his own locums coverage at his option.

1.05 Availability. Physician shall inform Hospital, on a monthly basis, of Physician's schedule and availability to provide services pursuant to this Agreement. Physician shall not be required to provide professional services in the Clinic in excess of twenty (20) hours per week. Physician's availability shall be subject to the following:

- A. Physician may take up to four (4) weeks per year of personal vacation;
- B. Physician may take up to one (1) day per month of personal business leave;
- C. Physician may take up to one (1) week per year of leave for the purpose of fulfilling continuing medical education requirements; and
- D. Except in emergency situations or pursuant to Physician's scheduled on-call services, Physician is not required to provide services at the Clinic during holidays designated annually by the Hospital.

1.06 Professional Services. Physician shall provide professional services to and for the benefit of the Clinic. All revenues associated with Clinic activities belong to the Clinic. Physician shall give first priority to performing all Clinic activities consistent with the terms of this Agreement. Physician shall not undertake non-Clinic activities to the extent that such undertaking would interfere with his obligations under this Agreement.

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

II. HOSPITAL RESPONSIBILITIES.

2.01 Hospital Services.

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

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

2.02 General Services. Hospital shall furnish ordinary janitorial services, maintenance services, and utilities, including telephone service, as may be required for the proper operation and conduct of Clinic.

2.03 Supplies. Hospital shall purchase and provide all supplies as may be reasonably required for the proper treatment of Clinic patients. Physician shall inform Hospital of supply needs in a timely manner and shall manage the use of supplies in an efficient manner that promotes quality and cost-effective patient care.

2.04 Personnel. Hospital shall determine and furnish all other personnel required to operate Clinic taking into consideration recommendations of Physician in his role as Medical Director.

2.05 Business Operations. Hospital shall be responsible for all business operations related to operation of the Clinic, including personnel management, billing and payroll functions.

2.06 Hospital Performance. The responsibilities of Hospital under this Article shall be subject to Hospital's discretion and its usual purchasing practices, budget limitations and applicable laws and regulations.

III. COMPENSATION.

3.01 Compensation. Hospital shall pay Physician \$5,457.08 per month for administrative services during the term of this Agreement. In addition, Hospital shall pay Physician for professional medical services a flat fee of \$40/hour and \$37.50 per encounter for patients seen in the Clinic by Physician. These rates will be adjusted annually by the amount of the NIH employee board approved Cost of Living Adjustment. Said sums are payable on the 20th day of the calendar month following the month in which the services are performed.

3.02 Community Pool. In addition to 3.01 above, Hospital shall contribute \$2.50 per patient seen into a pool of all patients seen by all participating contracted providers. Funds in the pool shall be distributed amongst all the contracted and eligible providers quarterly beginning with the first full quarter of 2009 (paid within 10 working days of the end of each quarter) in accordance with a Quality Assurance and Performance Plan established by the RHC Medical Director. Disputes will be adjudicated by the Hospital District Board.

3.03 Reports. Payment of the compensation described in section 3.01 is conditioned on Physician's proper maintenance of Physician Time Study reports, as described in Exhibit B, Hospital's timely receipt of such time reports, and Hospital's reasonable verification of such time reports. Physician's time reports shall be considered timely received if they are submitted to Hospital within at least ten (10) days after the end of each quarter in which the services are performed.

3.03 Allocation Agreement. Physician shall allocate time between administrative services provided to Clinic, services provided to individual patients, and services, which are not reimbursed by Medicare. Physician shall indicate such time allocation on the Physician's time report attached, as Exhibit B. Physician and Hospital shall retain Physician's time reports for four (4) years after the cost-reporting period to which the report applies. It is understood by the parties that the requirement for allocation of time and all supporting time reports and documentation are prepared expressly in response to the requirements of the Medicare program and do not constitute the creation of an employer-employee relationship.

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

3.05 District shall reimburse physician 80% of the premium for personal Malpractice insurance as required in 5.02 D.

IV. TERM AND TERMINATION.

4.01 Term. The term of this Agreement shall be for a period of two years beginning on 10-1-10 ("Effective Date"), and ending on 10-1-12 .

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

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

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

V. PROFESSIONAL STANDARDS.

5.01 Medical Staff Standing. Prior to performing services pursuant to this Agreement,

Physician must obtain Medical Staff privileges (sufficient to carry out the obligations of this contract) on the Active Medical Staff of Hospital, and maintain such membership and privileges throughout the term of this Agreement. Such membership and privileges shall be subject to all of the privileges and responsibilities of Medical Staff membership.

5.02 Licensure and Standards. Physician shall:

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

VI. NONPHYSICIAN PERSONNEL.

All nonphysician personnel required for the proper operation and conduct of Clinic shall be employed and paid by Hospital. With the advice and recommendation of Physician, Hospital shall establish and classify all nonphysician positions and shall designate the persons assigned to each nonphysician position. Although Physician may make recommendations to Hospital relating to the performance of nonphysician employees, Hospital shall have the sole and exclusive right to control, select, schedule and discharge such employees, and to take any direct disciplinary measures as needed.

VII. RELATIONSHIP BETWEEN THE PARTIES.

7.01 Professional Relations.

A. Independent Contractor. No relationship of employer and employee is created by this Agreement. In the performance of Physician's work and duties, Physician is at all times acting and performing as an independent contractor, practicing the profession of medicine.

Hospital and Clinic shall neither have nor exercise control or direction over the methods by which Physician performs professional services pursuant to this Agreement; provided, however, that Physician agrees that all work performed pursuant to this Agreement shall be in strict accordance with currently approved methods and practices in Physician's professional specialty and in accordance with the standards set forth in this Agreement. The sole interest of Hospital is to insure that such services are performed and rendered in a competent and cost effective manner.

B. Benefits. Except as specifically set forth in this Agreement, it is understood and agreed that Physician

shall have no claims under this Agreement or otherwise against Hospital for social security benefits, worker's compensation benefits, disability benefits, unemployment benefits, sick leave, or any other employee benefit of any kind. In addition, Hospital shall have no obligation to reimburse Physician for any costs or expenses associated with Physician's compliance with continuing medical education requirements.

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

VIII. GENERAL PROVISIONS.

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

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

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

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

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

8.03 Amendment. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties.

8.04 Arbitration and Dispute Resolution.

A. Non Medical Disagreements. In the event that disagreements arise between the parties concerning their performance under this Agreement, or on other matters, such disagreements shall be the subject of negotiations between Physician and the Hospital Administrator. In the event Physician is not satisfied with the decision of the Administrator, the dispute shall be submitted to the Hospital's Board of Directors and the decision of the Board Shall be final.

B. Medical Disagreement. Any questions or disagreements concerning standards of professional practice or the medical aspects of the service furnished in Clinic shall be referred to a peer group of qualified physicians recommended by the Medical Executive Committee, which shall recommend a resolution of the matter to the Administrator. In the event Physician is not satisfied with the decision of the Administrator, the dispute shall be submitted to the Hospital Board of Directors and the decision of the Board shall be final.

8.05 Assignment. Physician shall not assign, sell, transfer or delegate any of the Physician's rights or duties, including by hiring or otherwise retaining additional physicians to perform services pursuant to this Agreement, without the prior written consent of Hospital.

8.06 Attorneys' Fees. If any legal action or other proceeding is commenced by either party, to enforce rights, duties, and/or responsibilities under this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and costs. As used in this Section 8.06, the term "prevailing party" shall have the meaning assigned by Section 1032(a)(4) of the California Code of Civil Procedure.

8.07 Choice of Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

8.08 Exhibits. All Exhibits attached and referred to herein are fully incorporated by this reference.

8.09 Notices. All notices or other communications under this Agreement shall be sent to the parties at the addresses set forth below:

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

Physician: Stacey Brown, M.D.
153 B Pioneer Lane
Bishop, CA 93514

8.10 Records. All files, charts and records, medical or otherwise, generated by a Medical Professional in connection with services furnished during the term of this Agreement are the property of Clinic. Physician agrees to maintain medical records according to Clinic policies and procedures and in accordance with community standards. Each party agrees to maintain the confidentiality of all records and

materials in accordance with all applicable state and federal laws. Hospital agrees to permit Physician to have access during or after the term of the Agreement, to medical records generated by Physician if necessary in connection with claims, litigation, investigations, or treatment of patients.

8.11 Prior Agreements. This Agreement represents the entire understanding and agreement of the parties as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the matters contained in this Agreement.

8.12 Referrals. This Agreement does not impose any obligation or requirement that Hospital shall make any referral of patients to Physician or that Physician shall make any referral of patients to Hospital. The payment of compensation pursuant to section 3.01 is not based in any way on referrals of patients to Hospital.

8.13 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and the remaining provisions shall remain enforceable between the parties.

8.14 Waiver. The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.

8.15 Gender and Number. Use of the masculine gender shall mean the feminine or neuter, and the plural number the singular, and vice versa, as the context shall indicate.

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

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

PHYSICIAN

By: _____
Peter Watercott, President
Board of Directors

By: _____
Stacey Brown, MD

EXHIBIT A

ADMINISTRATIVE SERVICES TO BE PROVIDED

Physician shall:

- 1) Provide general administration of the day-to-day operations of the clinic
- 2) Advise and assist in the development and implementation of the clinic's policies and procedures
- 3) Provide medical consultation in the area of the Physician's specialty as needed
- 4) Schedule, coordinate and supervise the provision of medical and ancillary services within the clinic
- 5) Advise, assist and assure physician coverage of the clinic, with cooperation of Hospital
- 6) Monitor the quality of all medical care provided at the clinic, assure the maintenance of consistently high quality service, and advise Hospital in the development and implementation of an appropriate quality assurance program with respect to clinic
- 7) Insure that each medical professional providing services to patients shall at all times provide only those services that he/she is qualified to deliver, and shall provide such services in a manner consistent with the patient's best interests
- 8) Advise and assist in the organization and implementation of an effective utilization review program with respect to the clinic and related services
- 9) Coordinate and consult with Hospital and medical staff regarding the efficiency and effectiveness of the clinic, and make recommendations and analyses as needed for Hospital to ensure cost-effectiveness and deliver quality services provided in the clinic.
- 10) Advise Hospital regarding budget, equipment, building, supplies and other items necessary for the proper and efficient operation of the clinic
- 11) Advise and assist in the interview process of prospective physicians and other medical personnel
- 12) Develop, review and provide training programs to physicians and other medical personnel providing services in the clinic
- 13) Advise and assist in potential disciplinary action and dismissal of current physicians or other medical personnel
- 14) Ensure that the clinic is operated in accordance with all requirements of all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency; and, in the event that Hospital seeks and/or obtains accreditation of the clinic by the Joint Commission on Accreditation of Healthcare Organizations (JACHO), ensure that the clinic is operated in accordance with all JCAHO requirements
- 15) Assist with applications regarding grants and alternative funding sources from federal, state or local agencies
- 16) Prepare such reports and records as may be required by Hospital or the clinic
- 17) Participate in Hospital, clinic and medical staff committees upon request
- 18) Participate in the development and presentation of programs related to the marketing of the clinic's services and enhancing clinic/community relations, provided, however, that Physician shall not be required to participate in any advertising or commercials related to clinic services
- 19) Participate in on-site teaching of interns, residents or medical students as necessary
- 20) Upon request by the clinic or Hospital, be available to respond/consult in the event of urgent or emergent situations
- 21) Cooperate in all litigation matters affecting Physician and/or the clinic
- 22) Maintain accurate and complete records the time spent and work done by Physician in his/her director role.
- 23) Maintain on call schedule for RHC patients and confer with Administration and the Medical Staff Office as to difficulties and vacancies thereto.

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

This Professional Services Agreement (this "Agreement"), dated as of September 17, 2010 is entered into by and between Northern Inyo Hospital Local Hospital District ("Hospital") and Michael Phillips, M.D. ("Physician").

RECITALS

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

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

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

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

THEREFORE, THE PARTIES AGREE:

I. PHYSICIAN RESPONSIBILITIES.

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

1.03 Covenants of Physician: Physician shall:

(a) Apply for and maintain Provisional or Active Medical Staff membership and the aforesaid obstetrical and family practice privileges for the term of this Agreement.

(b) Provide on-call coverage to the Hospital's Emergency Service within the scope of privileges granted him by Hospital.

(c) Maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred, and revenue acquired, pursuant to this Agreement to the extent, and in such detail, as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature, for which he may claim payment or reimbursement from the District. Physician acknowledges and agrees that any federal office authorized by law shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of Physician which are relevant to this Agreement, at all reasonable times for a period of four (4) years following the termination of this Agreement, during which period Physician shall preserve and maintain said books, documents, papers, and records. Physician further agrees to transfer to the District, upon termination of this Agreement, any books, documents, papers or records which possess long-term [*i.e.*, more than four (4) years] value to the Hospital. Physician shall include a clause providing similar access in any sub-contract he may enter with a value of more than Ten Thousand Dollars (\$10,000) or for more than a 12-month period, when said sub-contract is with a related organization.

(d) At all times comply with all relevant policies, rules and regulations of the Hospital, subject to California and federal statutes governing the practice of medicine.

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

II. HOSPITAL RESPONSIBILITIES.

2.01 Hospital Services.

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

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

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

III. COMPENSATION.

- 3.01 Compensation. Hospital shall pay Physician \$40.00 per hour and \$37.50 per patient encounter for patients scheduled to be seen in the Clinic by Physician. Said sums are payable on the 20th day of the calendar month immediately following the service performed.
- 3.02 Community Pool. In addition to 3.01 above, Hospital shall contribute \$2.50 per patient seen into a pool of all patients seen by all participating contracted providers. Funds in the pool shall be distributed amongst all the contracted and eligible providers quarterly beginning with the first full quarter of 2009 (paid within 10 working days of the end of each quarter) in accordance with a Quality Assurance and Performance Plan established by the RHC Medical Director. The Hospital District Board will adjudicate disputes.**
- 3.03 Malpractice Insurance. Physician agrees to secure his own malpractice insurance with limits and coverage's appropriate for the physician to provide services under this agreement.
- 3.04 Billing for Professional Services. Physician assigns to Clinic all claims, demands and rights of Physician to bill and collect for all professional services rendered to Clinic patients. Physician acknowledges that Clinic shall be solely responsible for billing and collecting for all professional services provided by Physician to Clinic patients at Clinic, and for managing

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

IV. TERM AND TERMINATION.

- 4.01 Term. The term of this Agreement shall be for a period of two years beginning on the first day of the first shift scheduled for the physician to work ("Effective Date"), and ending on the last day of the twenty-fourth month thereafter.
- 4.02. Termination. Notwithstanding the provisions of section 4.01, this Agreement may be terminated:
- A. By either party, at any time, without cause or penalty, upon sixty (60) days' prior written notice to the other party;
 - B. Immediately by Hospital in its sole discretion if Physician fails to maintain the professional standards described in Article V of this Agreement;
 - C. Immediately upon closure of the Hospital or Clinic;
 - D. By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, restricts, limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party's rights or obligations under this Agreement; provided that in such event, Hospital must give notice to Physician equal to that provided to Hospital by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment.
- 4.03 Rights Upon Termination. Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive termination.

V. PROFESSIONAL STANDARDS.

- 5.01 Medical Staff Standing. Prior to performing services pursuant to this Agreement, Physician must obtain full Medical Staff privileges on the Medical Staff of Hospital, and maintain such membership throughout the term of this Agreement. Such membership shall be subject to all of the privileges and responsibilities of Medical Staff membership.

5.02 Licensure and Standards. Physician shall:

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

VI. RELATIONSHIP BETWEEN THE PARTIES.

6.01 Professional Relations.

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

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

VII. GENERAL PROVISIONS.

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

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

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

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

- 7.03 Amendment. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties.
- 7.04 Arbitration and Dispute Resolution.
- A. Non Medical Disagreements. In the event that disagreements arise between the parties concerning their performance under this Agreement, or on other matters,

such disagreements shall be the subject of negotiations between Physician and the Hospital Administrator. In the event Physician is not satisfied with the decision of the Administrator, the dispute shall be submitted to the Hospital's Board of Directors and the decision of the Board shall be final.

- B. Medical Disagreement. Any questions or disagreements concerning standards of professional practice or the medical aspects of the service furnished in Clinic shall be referred to a peer group of qualified physicians recommended by the Medical Executive Committee, which shall recommend a resolution of the matter to the Administrator. In the event Physician is not satisfied with the decision of the Administrator, the dispute shall be submitted to the Hospital Board of Directors and the decision of the Board shall be final.
- 7.05 Assignment. Physician shall not assign, sell, transfer or delegate any of the Physician's rights or duties, including by hiring or otherwise retaining additional physicians to perform services pursuant to this Agreement, without the prior written consent of Hospital.
- 7.06 Attorneys' Fees. If any legal action or other proceeding is commenced, by either party, to enforce rights, duties, and/or responsibilities under this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and costs. As used in this Section 7.06, the term "prevailing party" shall have the meaning assigned by Section 1032(a)(4) of the California Code of Civil Procedure.
- 7.07 Choice of Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
- 7.08 Exhibits. All Exhibits attached and referred to herein are fully incorporated by this reference.
- 7.09 Notices. All notices or other communications under this Agreement shall be sent to the parties at the addresses set forth below:
- Hospital: Administrator
Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514
- Physician: Michael Phillips M.D.
2568 Dixon Lane
Bishop, CA 93514
- 7.10 Records. All files, charts and records, medical or otherwise, generated by a Medical Professional in connection with services furnished during the term of this Agreement are the property of Clinic. Physician agrees to maintain medical records according to Clinic policies and procedures and in accordance with community standards. Each party agrees to maintain the confidentiality of all records and materials in accordance with all applicable state and federal laws. Hospital agrees to permit Physician to have access

during or after the term of the Agreement, to medical records generated by Physician if necessary in connection with claims, litigation, investigations, or treatment of patients.

- 7.11 Prior Agreements. This Agreement represents the entire understanding and agreement of the parties as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the matters contained in this Agreement.
- 7.12 Referrals. This Agreement does not impose any obligation or requirement that Hospital shall make any referral of patients to Physician or that Physician shall make any referral of patients to Hospital. The payment of compensation pursuant to section 3.01 is not based in any way on referrals of patients to Hospital.
- 7.13 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and the remaining provisions shall remain enforceable between the parties.
- 7.14 Waiver. The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.
- 7.15 Gender and Number. Use of the masculine gender shall mean the feminine or neuter, and the plural number the singular, and vice versa, as the context shall indicate.
- 7.16 Authority and Executive. By their signature below, each of the parties represent that they have the authority to execute this Agreement and do hereby bind the party on whose behalf their execution is made.

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

PHYSICIAN

By _____
Peter J. Watercott, President
Board of Directors

By _____
Michael Phillips, MD

EXHIBIT A

POSITION DESCRIPTION

TITLE

Staff Physician

DEPARTMENT

Rural Health Clinic

POSITION SUMMARY

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

1. Provide high quality primary medical care services.
2. Direct the need for on-going educational programs that serve the patient.
3. Evaluate and develop treatment plans to facilitate the individual healthcare needs of each patient.
4. Work with all office personnel to meet the healthcare needs of all patients.
5. Assess, evaluate, and monitor on-going health care and medication of Clinic patients.
6. Manage all medical and surgical emergencies.
7. Participate in professional development activities and maintain professional affiliations.
8. Participate with Hospital to meet all Federal and State Rural Health Clinic regulations.

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John Halfen, Administrator
Northern Inyo Hospital
150 Pioneer Lane
Bishop, California 93514

September 3, 2010

Jennie Walker, MD, President
Eastern Sierra Emergency Physicians
PO Box 2485, 77 Snowcrest
Mammoth Lakes, CA 93514
(760) 920-1154

Dear Mr. Halfen:

In the interest of maintaining the highest level of quality of care and customer satisfaction in the Emergency Department at Northern Inyo Hospital, Eastern Sierra Emergency Physicians is presenting the attached proposal to the Board of Directors for consideration. Helena Black, MD and I have worked in the ED at NIH for many years . During that time, we have become familiar with the abilities and needs of the physicians, nurses and ancillary staff whose combined efforts are needed to provide quality emergency care. We feel that we bring a distinctly local and hands-on perspective to providing emergency care at NIH.

We have spent many hours speaking with physicians and nursing staff to add to our own understanding of how the Department works and how it can continue to improve. As you can see by our roster of physicians, we have the support of many of the physicians who are also familiar with the department and have agreed to work with us. Under our proposal, the physicians will be reimbursed on an hourly basis, but will also receive a performance based bonus.

On review, I think you will find that all of the matters you noted in your August 23, 2010 letter are addressed. Dr. Black and I are providing copies of our CVs, which, when taken with the attached roster and our history at NIH, demonstrate our ability to perform. We are also providing a draft of the Physician Services Agreement we anticipate signing with our providers. Taken with the draft proposal agreement we are submitting, we think you will see a commitment to evaluation and performance improvement.

Dr. Black and I are deeply invested in the community, the hospital and emergency services in Inyo County. We feel that we can improve working conditions and compensation for our physicians, recruit more high-caliber physicians and improve on the quality of care at NIH.

Thank you for your consideration.



Jennie Walker, MD

**EASTERN SIERRA EMERGENCY PHYSICIANS, INC., a Professional Corporation
AND
NORTHERN INYO HOSPITAL COUNTY LOCAL HOSPITAL DISTRICT**

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 EASTERN SIERRA EMERGENCY PHYSICIANS, INC., a Professional Corporation, hereinafter referred to as "ESEP," agree as follows:

**PART I
RECITALS**

District is the owner and operator of a Hospital located in Bishop, California. District operates an Emergency Department to serve the members of the community and other persons who may require immediate medical and/or hospital care.

ESEP is a professional medical corporation whose officers, directors and shareholders are duly qualified and licensed physicians and surgeons with experience in the operation of emergency facilities and the rendition of emergency and primary care.

District has concluded that engaging ESEP to operate the Emergency Department on an exclusive basis is the most desirable course of action, considering the cost, quality and administrative burden of providing services in light of other arrangements available to District.

The parties enter this agreement, hereinafter referred to as "Agreement," in order to provide a full statement of their respective responsibilities in connection with the operation of the Emergency Department during the term of this Agreement.

**PART II
THE DISTRICT**

1. Space. District shall make available to ESEP the space that is now or may be hereafter occupied by the Emergency Department. District shall also furnish ESEP an appropriately furnished room, in which ESEP's physician contractors, hereinafter referred to as "Providers," and physician employees may rest when their services are not otherwise required. In addition, District will provide ESEP with office space suitable for the administration of the Emergency Department.

2. Meals. District shall provide Providers and ESEP physician employees with meals while they are on duty.

3. Equipment and Supplies. District, at its expense, shall provide ESEP all necessary expendable and non-expendable medical equipment, drugs, supplies, furniture and fixtures necessary for the efficient operation of the Emergency Department. District shall consult with ESEP regarding decisions which affect the selection and furnishing of particular facilities, equipment and supplies.

4. 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.

5. Liability Insurance. District shall, at its sole expense, procure and maintain professional liability (malpractice) insurance coverage for the benefit of ESEP and all physicians employed by or contracted with ESEP to work in the Emergency Department, to be in force and effective at all times during the term of this Agreement. The policy limits of such coverage shall be at least \$1,000,000 for any one occurrence, and \$3,000,000 annual aggregate coverage per physician providing services to the Department. ESEP agrees to cooperate with the District in connection with the purchase and maintenance of such coverage. ESEP agrees to assume responsibility for any deductible amount up to \$12,500.00 awarded to a claimant in the event of successful litigation against a member, employee or subcontractor of ESEP. In the event ESEP, in its discretion, procures and maintain any professional liability (malpractice) insurance coverage at its own expense and in addition to the coverage provided for herein, ESEP shall, to the fullest extent commercially reasonable, name District as an additional named insured.

6. Non-Physician Personnel. District, at its expense, shall provide the services of licensed registered and vocational nurses and other non-physician technicians and assistants necessary for the efficient operation of the Emergency Department. District shall be responsible for the selection, management, direction and control of such personnel, except that ESEP shall be responsible for the direction and control of such personnel for all professional medical matters.

PART III ESEP

7. ESEP's Services.

A. ESEP shall provide quality emergency care on a prompt and continuing basis, which shall include the professional services of duly licensed physicians and surgeons in the Emergency Department, twenty-four hours a day, seven days a week.

B. A Provider or physician employee shall be available on the premises of Hospital at all times.

C. ESEP shall maintain a backup schedule to cover the Emergency Department in the event any Provider or physician employee is unavailable for a scheduled shift.

D. ESEP shall be liable to District for liquidated damages in the amount of \$2,000.00 per day for any day, or part thereof in excess of two hours, for which a Provider or physician employee is not available on the premises.

8. Physician Personnel.

A. Except as otherwise expressly provided in this Agreement, ESEP may select and employ or otherwise contract with licensed physicians and surgeons as it, in the sole exercise of its discretion, deems necessary.

B. All Emergency Department physicians shall be board certified/board eligible in emergency medicine, or board certified/board eligible in internal medicine, or family practice with ATLS certification, unless specifically exempted from this provision by the District.

C. Except as otherwise expressly provided in this Agreement, the terms and conditions by which Providers are compensated shall be at the sole and exclusive discretion of ESEP. Provided however, that the initial base compensation to be paid Providers by ESEP shall be \$100.00 per hour, with a \$10.00 per hour differential for night shifts and holidays. Nothing in this paragraph shall prevent ESEP from making such changes to the base compensation paid to Providers as it believes are necessitated by amendments to this Agreement or other changed circumstances.

D. In addition to the compensation provided for in paragraph 8.C, ESEP shall compensate Providers through a bonus system based on level of performance that includes consideration of productivity, performance, patient satisfaction, and continuing medical education, to the extent data for these measures is available. The amount of compensation paid through said bonus system shall be at the sole and exclusive discretion of ESEP. ESEP shall make all bonus system data available to the District for review on request and District shall maintain all such data on a confidential basis.

E. In contracting with any Provider, ESEP shall include the following contractual terms:

i. the Provider will not engage in any activities during the eight hour period preceding the beginning of a scheduled shift that significantly impairs a Provider's ability to provide care;

ii. the Provider shall be subject to monetary consequence for unexcused failure to appear for or lateness in arriving at a scheduled shift; and

iii. the Provider shall adhere to agreements regarding professional conduct and behavior required by the chief executive officer of the District and/or Hospital, irrespective of whether such agreement is adopted by the District board.

F. ESEP shall not schedule any Provider for more than 180 hours per month, and shall not schedule any Provider for consecutive 24-hours shifts.

G. ESEP shall not continue to contract with any Provider who has been unavailable for a scheduled shift without more than 72 hours prior notice more than three times, except on a finding of good cause.

H. ESEP shall impose substantially the same requirements as those contained in paragraphs 8.E, F, and G on physician employees.

9. In-House Emergencies and Pronouncements. ESEP's Providers and physician employees 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 physicians are not immediately available, but only to the extent that Providers or physician employees are not otherwise engaged in providing care under this Agreement or that the performance of these services does not interfere with the operation of the Emergency Department.

10. Admitting Privileges. ESEP' Providers and physician employees may, at the discretion of Hospital and the Medical Staff of Hospital, be granted limited admitting privileges for patients without a private physician. The exercise of these privileges and the obligations of ESEP' Providers and physician employees to make referrals to the "on-call" panel and other physicians and other matters related to such privileges shall be as set forth in the Medical Staff Bylaws, rules and regulations or as otherwise determined by the Medical Staff Executive Committee or the Emergency Services Committee, all with the approval of the Board of Trustees.

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

A. ESEP shall provide guidance, instruction, orders, and directives to EMT-II/Paramedics involved in the treatment of patients with medical emergencies requiring transportation from the scene of a medical emergency to the nearest, or most appropriate hospital facility.

B. ESEP shall, subject to District approval, appoint a Provider or physician employee to serve as Base Station Medical Director and Training Hospital Medical Director; serve on the local Emergency Medical Service Advisory Committee; and serve as the Medical Director for the Employee Health Department, if the Hospital and Medical Staff deem this appropriate.

C. ESEP will participate actively in an ongoing system for critiquing the results of the mobile intensive care responses and auditing the quality of medical care provided by the mobile intensive care team.

12. Peer Review and Quality Assurance. ESEP shall participate in such peer review and quality assurance activities as required by the Medical Staff Bylaws, Rules and Regulations, the Joint Commission on Accreditation of Healthcare Organizations, or as otherwise agreed to by the parties. Notwithstanding any other requirement, ESEP shall conduct periodic random chart review. In addition, ESEP shall, at District's expense, cooperate and assist in the collection of data regarding productivity, patient satisfaction, time to treatment, and any other matter on which the District is obligated or desires to collect data.

13. Standards. ESEP shall at all times endeavor to operate the Department in a manner consistent with the highest standards maintained for the operation of such departments in comparable hospitals. It is understood from time to time the Medical Staff of Hospital may set standards of professional practice and duties generally applicable to all Medical Staff members. ESEP shall comply with such directives from the Medical Staff and shall also cause all of its Providers and physician employees to do so.

14. District and Government Authorities. ESEP, in connection with their operation and conduct of the Department, shall comply with all applicable provisions of law, and other valid Bylaws, Rules and Regulations and requirements of the District's Board of Trustees, the Medical Staff of Hospital, the Joint Commission on Accreditation of Healthcare Organizations and other similar accrediting and certifying entities to which Hospital is subject, and 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 payors whose members or beneficiaries receive care at the District, including but not limited to rules and regulations promulgated with respect to the transfer of patients from the Emergency Department.

15. Medical Records. ESEP shall at all times maintain complete and legible medical records, which accurately document the medical necessity of all services rendered for each patient who is treated in the Department. Such medical records shall be the property of Hospital. However, ESEP shall have access to and may photocopy relevant documents and records, within the restrictions of the law, upon giving reasonable notice to Hospital.

16. Financial Records. Hospital shall have access to all financial records of ESEP pertinent to this Agreement for the purpose of any audit or examination necessary to comply with any request or demand to Hospital with which Hospital is legally obligated to comply. All pertinent financial records related to this Agreement in the possession of ESEP shall be preserved by ESEP for a period of four (4) years after the end of the Agreement. Upon termination of this Agreement, ESEP agree to transfer to District, at District's expense, any financial which possess longer value to District beyond four (4) years. ESEP shall include a clause providing similar access to financial records in any subcontract with a value or cost of \$10,000.00 or more over a twelve-month period when the subcontract is with a business entity in which ESEP, or any of its

shareholders, officers, directors, or family members thereof, has a management or ownership interest.

PART IV COMPENSATION

17 Compensation. District agrees to pay ESEP \$130.00 per hour for all hours worked by ESEP' Providers and physician employees. This hourly rate shall be increased by the same percentage amount as used in any Cost of Living Adjustments (COLA) paid to hospital employees. Payment shall be due within 30 days of invoicing. On request from the District, ESEP shall provide such documentation as may be reasonably necessary to support its invoice.

18. Fees. ESEP shall charge patients on a fee-for-service basis. ESEP's charges shall be in accordance with reasonable and customary fees charged by other physicians for the same service in similar communities. ESEP's charges will be reviewed and approved by the Hospital prior to any change.

19. Daily Memoranda and Billing. District shall act as ESEP' designated billing and collection agent. ESEP hereby assigns to Hospital the right to collect such charges. Hospital's charges to the patient shall be separate and distinct from the charges by ESEP. In the event Hospital bills patients through a single invoice combining Hospital and ESEP charge, the billing shall clearly distinguish ESEP' professional fees and shall disclose that the District is acting as billing agent for ESEP. ESEP shall cooperate in the preparation and filing of such documentation and records as are necessary to allow Hospital to efficiently perform its billing duties as set forth herein.

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

Eastern Sierra Emergency Physicians, Inc.
P.O. Box 2485
Mammoth Lakes, CA 93546.

PART V TERM

21. Term. The term of this Agreement shall be from November 1, 2010 to October 31, 2012. Subject to the provisions of paragraph 21 and 22, this Agreement shall automatically renew for two terms of two years.

22. Termination On Written Notice. Either party may terminate this Agreement without cause on ninety (90) days written notice to the other party.

23. Termination Without Written Notice. In addition, Hospital may terminate this Agreement and all rights of ESEP hereunder immediately upon the occurrence of any of any of the following events:

A. Upon the failure of ESEP to provide Emergency Department coverage for a period in excess of twelve (12) consecutive hours.

B. Upon a determination by a majority of Hospital's Board of Directors, after consultation with the Executive Committee of the Medical Staff, that (i) ESEP or any of its Providers or Physician employees has been guilty of repeated acts of professional incompetence in response to which ESEP has not taken reasonable or appropriate steps; (ii) has, after reasonable prior written notice and an opportunity to cure, failed to maintain the Emergency Department in a manner consistent with the highest standards maintained for the operation of similar departments in comparable hospitals; (iii) is, after reasonable prior written notice and an opportunity to cure, engaged in a continuing course of conduct that places Hospital or its Medical Staff at risk of adverse action in connection with licensing or accreditation entities; or (iv) is engaging in or about to engage in conduct that puts the Hospital, its Medical Staff or patients at immediate and significant risk.

C. Upon appointment of a receiver of ESEP' assets, an assignment by ESEP of its assets for the benefit of its creditors, or any action taken or suffered by ESEP (with respect to ESEP) under any bankruptcy or insolvency act.

PART VI OTHER MATTERS

24. Independent Contractor. No relationship of employer or employee is created by this Agreement, it being understood that ESEP will act hereunder as an independent contractor, and none of the physicians performing services for ESEP, whether said physicians be members, partners, employees, subcontractors, or otherwise, shall have any claim under this Agreement or otherwise against District for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation benefits, or employee benefits of any kind; that District shall neither have nor exercise any control or direction over the methods by which ESEP shall perform its work and functions, which at all times shall be in strict accordance with currently approved methods and practices in their field; and that the sole interest of District is to ensure that said emergency service shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with the standards required by the Medical Staff of

District.

25. Not Exclusive. It is specifically agreed and understood that ESEP and ESEP' Providers and physician employees shall not be required to limit their practices exclusively to the District, it being understood that additional enterprises and other emergency service agreements shall be permissible. Provided however, neither ESEP nor ESEP' Providers or physician employees may engage in any activities that interfere with the delivery of services required under this Agreement, both while on duty and in any outside practice of medicine or surgery.

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

27. Assignment. ESEP 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 ESEP form 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 ESEP, with all of the rights and subject to all of the obligations of ESEP under the terms of this Agreement. Said substitution shall be effected upon ESEP giving written notice to District.

28. 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.

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

To District at:

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

To ESEP at:

Jennie Walker, M.D.
Eastern Sierra Emergency Physicians, Inc.
P.O. Box 2485
Mammoth Lakes, CA 93546.

30. Complete Agreement. This Agreement, with any subsequent amendments, is the complete Agreement between the parties as to the terms covered herein. All of the promises, representations and warranties of the parties in regard to the terms of this Agreement are stated herein, or in any amendment. Any prior promises, representations or warranties occurring in the course of negotiations are superseded by this Agreement.

31. Validity. If any portion of this Agreement is found to be void or illegal, it shall not affect the validity of enforceability of any other portion thereof.

32. This Agreement may be executed in any number of counterparts which, when read together, shall constitute one document. A facsimile or other digital signature shall have the same force, effect and validity as an original.

IN WITNESS WHEREOF, the parties hereto have executed this Emergency Care Agreement at _____, California on _____, 2010.

DISTRICT:

NORTHERN INYO COUNTY LOCAL
HOSPITAL DISTRICT

BY
Peter J Watcrott,
President of the Board

ESEP:

EASTERN SIERRA EMERGENCY
PHYSICIANS, INC.

BY
Jennie Walker, M.D.
President

PHYSICIAN SERVICES AGREEMENT

PARTIES

1. The parties to this Agreement are Eastern Sierra Emergency Physicians, Inc, a professional medical corporation ("Medical Group") and _____ ("Physician").
2. Medical Group hereby contracts with Physician to provide emergency room medical services at Northern Inyo Hospital ("Hospital"), operated by the Northern Inyo County Local Hospital District ("District"), under the following terms.

PHYSICIAN'S OBLIGATION

3. Physician shall provide emergency medical care in the Emergency Department in Hospital, as scheduled by Medical Group and as agreed to by Physician.
4. Physician shall at all times endeavor to provide medical care in a manner consistent with the highest standards maintained for the operation of an emergency department.
5. Physician shall comply with all applicable provisions of law, and the Bylaws, Rules and Regulations and requirements of the District's Board of Trustees and the Medical Staff of Hospital, including amendments thereto. Physician shall adhere to agreements regarding professional conduct and behavior required by the chief executive officer of the District or Hospital, irrespective of whether such agreement is adopted by the District board.
6. Physician will not engage in any activities during the 8 hour period preceding the beginning of a scheduled shift that significantly impairs his/her ability to provide emergency care.
7. Physician shall provide guidance, instruction, orders, and directives to EMT-II/Paramedics involved in the treatment of patients with medical emergencies requiring transportation from the scene of a medical emergency to the nearest, or most appropriate hospital facility.
8. Physician shall respond to in-house emergencies in the same manner as other members of the Medical Staff of Northern Inyo Hospital, and shall make pronouncements of death when attending physicians are not immediately available, but only to the extent that Physicians are not otherwise engaged in providing care under this Agreement or that the performance of these services does not interfere with the operation of the Emergency Department.
9. Physician may, at the discretion of Hospital and the Medical Staff of Hospital, be granted limited admitting privileges for patients without a private physician. The exercise of these privileges and the obligations of Physician to make referrals to the "on-call" panel and other physicians and other matters related to such privileges shall be as set forth in the Medical

Staff Bylaws, Rules and Regulations or as otherwise determined by the Medical Staff Executive Committee or the Emergency Services Committee.

10. Physician shall obtain and maintain in good standing Medical Staff privileges at Northern Inyo Hospital and all other certifications, licenses, permits and credentials reasonably necessary to practice medicine. Physician's Medical Staff privileges at Hospital are subject to the Medical Staff Bylaws and nothing in this Agreement supercedes those terms.

11. Physician shall comply with all applicable provisions of law under the Emergency Medical Treatment and Active Labor Act (EMTALA).

12. Physician shall at all times maintain complete and legible medical records, which accurately document the medical necessity of all services rendered for each patient. Such medical records shall be the property of Northern Inyo Hospital. However, Physicians shall have access to and may photocopy relevant documents and records, within the restrictions of the law, upon giving reasonable notice to Northern Inyo Hospital.

13. Physician shall cooperate in the preparation and filing of such documentation and records as are necessary to allow Medical Group and/or Northern Inyo Hospital to efficiently bill for medical care to patients.

14. Physician shall participate in such peer review and quality assurance activities as required by the Medical Staff Bylaws, the rules and regulations of the Medical Staff, the Joint Commission, and Medical Group. Notwithstanding any other requirement, Physician shall cooperate in conducting periodic random chart review of emergency room cases. In addition, Physician shall cooperate and assist in the collection of data regarding productivity, patient satisfaction, time to treatment, and any other matter on which the Medical Group is or becomes obligated to collect data.

15. Physician shall immediately notify Medical Group of (i) any change in the status or, limitation, restriction on his/her medical staff privileges at Northern Inyo hospital or any other hospital at which Physician maintains medical staff privileges, including but not limited to voluntary changes in status, limitations or restrictions; (ii) any inquiry regarding medical care from the Medical Board of California; and (iii) the filing or notice of any medical malpractice claim. Medical Group shall maintain all such information in confidence.

16. Physician is not required to limit his/her practice exclusively to Medical Group. Provided however, Physician may not engage in any activities that interfere with the delivery of services required under this Agreement, both while on duty and in any outside practice of medicine or surgery.

PHYSICIAN'S REPRESENTATIONS

17. Physician represents and warrants that he/she is
- A. licensed to practice medicine in the state of California;
 - B. in good standing with the Medical Board of California and the Medical Staffs of all hospitals at which he/she holds medical staff privileges;
 - C. board certified/board eligible in emergency medicine, or board certified/board eligible in internal medicine, or family practice with ATLS certification; or is otherwise approved by the Medical Staff and Medical Group
 - D. familiar with currently approved methods and practices of emergency medicine; and
 - E. familiar with applicable provisions of law regarding the transfer of patients under the Emergency Medical Treatment and Active Labor Act (EMTALA).

SCHEDULING

18. Medical Group shall schedule Physician based on Physician's availability and the staffing needs of Medical Group, and shall do so at its sole and exclusive discretion. Medical Group does not guarantee and is not obligated to schedule Physician for any minimum number of hours or days. Physician shall comply with all scheduling policies adopted by Medical Group.

PHYSICIAN'S COMPENSATION

19. Physicians shall be paid \$ 100.00 per hour plus a \$10 per hour differential for night shifts and holidays.
20. Payment shall be made by the 20th day of the month following the month in which the Physician provides services.
21. In addition, Medical Group shall implement and compensate Physician in part through a bonus system based on level of performance that includes consideration of productivity, performance, patient satisfaction, and continuing medical education, to the extent data for these measures is available. The amount of compensation paid under said bonus system shall be at the sole and exclusive discretion the Medical Group.
22. Physician shall be compensated for additional activities undertaken for the benefit of and with prior permission from the Medical Group, such as teaching and EMS direction.
23. Physician hereby assigns to Medical Group the right to collect any and all charges for treatment of patients.

TERMINATION

24. This Agreement may be terminated by either party on 30 days written notice, without cause.
25. This Agreement does not require Medical Group to provide Physician with any notice or hearing rights. Medical Group makes no representations or warranties about notice or hearing rights under Hospital's Medical Staff Bylaws in the event of termination of this Agreement.

INSURANCE AND INDEMNITY

26. Physician agrees to assume responsibility for any deductible amount up to \$12,500.00 that Medical Group becomes obligated to pay in relation to any judgment or settlement in a medical malpractice claim against Physician.
27. To the extent Medical Group is not covered by insurance, Physician will indemnify and hold Medical Group harmless from all loss, damage, costs and expenses which Medical Group may sustain or suffer or be threatened with liability for, arising from or related to Physicians performance or failure to perform the services, responsibilities and duties set forth in this Agreement and inherent in the practice of medicine.
28. If Physician fails to timely appear for a scheduled shift without 72-hours prior notice to Medical Group, Physician shall indemnify, hold harmless and reimburse Medical Group for all costs and damages incurred by Medical Group as a result, including the cost of obtaining substitute physician coverage for the Emergency Department. These amounts shall also include, but not be limited to, and any all amounts Medical Group becomes obligated to pay District as liquidated damages under Medical Group's contract with District, which provides for liquidated damages of \$2,000.00 per day for any day, or part thereof in excess of two hours, for which the Emergency Department is not staffed by a physician. Medical Group may offset any such costs or obligations to pay costs incurred from any payments due or to become due to Physician.

INDEPENDENT CONTRACTOR RELATIONSHIP

29. Medical Group shall not exercise any control or direction over the methods by which Physician performs his/her professional work and duties. Provided however, nothing in this paragraph shall prevent Medical Group from taking such action as it believes to be reasonably necessary to protect patients or comply with the terms of its agreement with District.
30. Physician shall at all times act and perform his/her services as an independent contractor. This agreement does not create an employment relationship, agency, or any other business relationship other than that of an independent contractor. Physician shall be solely responsible for payment of all income and employment related taxes attributable to income received from Medical Group. Physician is not entitled to any benefits from Medical Group.
31. Physician shall be responsible for his/her own expenses necessary to perform the services required herein, and Medical Group shall not have any reimbursement obligation.

OTHER TERMS

32. This Agreement, with any subsequent amendments, is the complete Agreement between the parties as to the terms covered herein.

33. All of the promises, representations and warranties of the parties in regard to the terms of this Agreement are stated herein, or in any amendment. Any prior promises, representations or warranties occurring in the course of negotiations are superceded by this Agreement.

34. This Agreement may not be modified except in a writing signed by the President of Medical Group.

35. In the event that any portion of this Agreement shall be found to be void or illegal, it shall not affect the validity of enforceability of any other portion thereof.

36. Other than the provisions of paragraphs 26, 27 and 28, in no event will either party be liable to the other party for any special, incidental, indirect or consequential damages of any kind arising out of or in connection with this Agreement, whether based on breach of contract, tort (including negligence), or otherwise, even if informed in advance of the possibility of such damages.

37. This Agreement may be executed in any number of counterparts which, when read together, shall constitute one document. A facsimile or other digital signature shall have the same force, effect and validity as an original.

AGREED:

Eastern Sierra Emergency Physicians

Physician

BY:

Jennie Walker, President

BY:

Printed Name:

Date: _____, 2010

Date: _____, 2010

Physician Roster for ESEP

<u>Physician</u>	<u>Total 12-hr Shifts/month</u>
Jennie Walker	4-6
Helena Black	10
Carolyn Tiernan	8-9
Jennifer Scott	10
Doris Lin	10
Michael Dillon	6-8
Michael Phillips	4-6
Greg Taylor	3-5
John Meher	6-8
Sonia Johnson	3-4
Stephen Swisher	2-3

Jennie Golden Walker, MD FACEP, FAAEM

PO Box 2485, 77 Snowcrest
Mammoth Lakes, CA 93546
(760) 920-1154
scottnjennie@mac.com

Education

Kern Medical Center, Bakersfield, CA Emergency Medicine Residency Program Chief Resident	2000-2003
Lutheran General Hospital, Park Ridge, IL Internal Medicine Preliminary	1999-2000
Finch University of Health Sciences/The Chicago Medical School Doctor of Medicine	1995-1999
University of California at Los Angeles Bachelor of Science, Physiological Science Graduated with College Honors	1990-1994

Work Experience

Centinela Hospital, Inglewood Emergent Medical Associates Emergency Physician	2009-Present
La Palma Intercommunity Hospital, La Palma Emergent Medical Associates Emergency Physician	2007-2009
Mammoth Hospital, Mammoth Lakes Emergency Physician Chief of Staff - 2008 and 2009 Vice Chief of Staff - 2006 and 2007	2003-Present
Northern Inyo Hospital, Bishop Valley Emergency Physicians Emergency Physician	2004-Present
Bakersfield Heart Hospital California Emergency Physicians Emergency Physician	2004
San Joaquin Hospital, Bakersfield Emergency Medical Services Group Emergency and Fast Track Physician	2002-2004
Mercy Hospital, Bakersfield Emergency Physician	2003-2004
Urgent Care South, Kern Medical Center Urgent care physician	2000-2001

Jennie Golden Walker, MD

Licensure

ABEM certified 04/2004, Fellow 2007
California #A73644 since 12/14/2000
DEA #BW7105782
ACLS and PALS Provider

Professional Organizations

Fellow, American College of Emergency Physicians	1997-2003
Fellow, American Academy of Emergency Medicine	2000-2003
Emergency Medicine Resident's Association	1997-2003
American Medical Woman's Association	1995-2003
American Medical Association	1995-2001

Research & Academics

National Registry of Myocardial Infarction IV Designated Site Primary Investigator Kern Medical Center, Dept of EM	2000-2002
'Site and Mechanics of Failure in Normal and Dystrophin- Deficient Skeletal Muscle' Muscle & Nerve, Feb 1995 Student Research Program, UCLA, Doug Law, Ph.D.	1992
Lectures - Maxillofacial Trauma, Pediatric Abdominal Emergencies	

Awards & Extracurricular

Treasurer, AMWA The Chicago Medical School	1996-1997
Instructor, CMS CARES AIDS Awareness Program The Chicago Medical School	1995-1997
Volunteer Auxiliary Program Hoag Hospital Emergency Dept, Newport Beach, CA	1994-1995
College Honors and National Golden Key Honor Society University of California at Los Angeles	1994

Excellent References on Request

Reference List

1. Christopher Hummel, MD – Medical Director
Mammoth Emergency Physicians
Mammoth Lakes, CA
760-934-3311
2. Eugene Kercher, MD – Chairman
Department of Emergency Medicine
Kern Medical Center
Bakersfield, CA
661-326-2161
3. Carolyn Tiernan, MD – Medical Director
Valley Emergency Physicians
Northern Inyo Hospital
Bishop, CA
760-873-5811
4. Lee Weiss, MD – Medical Director
Emergent Medical Associates
Centinela Hospital
Inglewood, CA
310-379-2134

HELENA BLACK, MD, MS, ABFP, BCEM

PERSONAL: Born - 15 July 1949 / Married to Joseph Kals Soler

EXPERIENCE: 2009-Current Vice Chief of Staff, Northern Inyo Hospital, Bishop, CA
1994-Current Emergency Services Contract Physician for
Valley Emergency Physician's Medical Group
2001-Current Team Health West / FAGAW Emergency
Contract Physician
1997-2000 Associate Director of Emergency Services
Nye Regional Medical Center, Tonopha, NV
1997-2000 Director Extended Care Facility
Nye Regional Medical Center, Tonopha, NV
1995-2000 Emergency Services Contract Physician
Nye Regional Medical Center, Tonopha, NB
1994-1996 Inyo County Health Officer, Bishop, CA
1989-1995 Helena L. Black, MD, Inc., Family Practice,
Bishop, CA
1989-1993 Part-time Emergency Services Contract Physician
Valley Emergency Physician's Medical Group
1985-1989 Physician/Share Holder at Family Health Center
Medical Group, Bishop, CA
1982-1984 Physician at Toiyabe Indian Health Project, Bishop, CA
USPHS National Health Service Corps (0-4).
1980-1982 Medical Evaluation of Psychiatric Admissions,
Orange County Crisis Stabilization Unit, Orlando, FL
1981-1982 Sports' Team Physician
Rollins Collage, Winter Park, FL
1979-1982 Family Pract6ice Resident, Florida Hospital, Orlando, FL
1975-1979 Medical School, Loma Linda University, Loma Linda, CA
1974-1975 Premed Course Work, Pacific Union Collage, Anguin, CA
1971-1974 Instructor of Physical Education, Rio Lindo Academy,
Healdsburg, CA

EDUCATION: 2001-Ongoing BCEM Emergency Medicine focused CME and Board
Preparation.
Current Continued Medical Education for American Board of
Family Practice, California and Nevada licensure
1995 Georgia Academy Board Review in Family Practice
1979-1982 Family Practice Internship and Residency,
Florida Hospital, Orlando, FL
1979 M.D., Loma Linda University, Loma Linda, California
1975 M.S. in Physical Education, University of Oregon,
Eugene, OR
1971 B.S. in Physical Education, Pacific Union Collage,
Angwin, CA

BUSINESS ADDRESS: PMB 274, 3600 HARBOR BLVD., OXNARD, CALIFORNIA 93035 / 805-340-2935
HOME ADDRESS: MRS. JOSEPH SOLER 55 SUGAR PINE DRIVE, MAMMOTH LAKES, CA 93546
PHONE: 760-934-7829

CERTIFICATIONS:

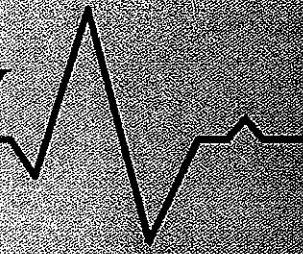
January 2001 PALS - INST; ACLS - INST
2003-Current Board Certified Emergency Medicine - AAPS
1988-2009 Geriatrics Certificate of Added Qualifications
1982-Current American Board of Family Practice
1982-Current Licensed Physician - State of California
1995-Current Licensed Physician - State of Nevada
1980-1983 Licensed Physician - State of Florida
1994-Current Advanced Trauma Life Support
1998-Current Pediatric Advanced Life Support
1980 National Board of Medical Examiners
1978-Current Advanced Cardiac Life Support

AFFILIATIONS:

- Inyo - Mono County Medical Society
- American College of Emergency Physicians
- Nevada Chapter ACEP
- American Association of Physician Specialists
- California Academy of Family Practice
- American Academy of Family Practice
- Northern Inyo Hospital Emergency Staff

BUSINESS ADDRESS: PMB 274, 3600 HARBOR BLVD., OXNARD, CALIFORNIA 93035 / 805-340-2935
HOME ADDRESS: MRS. JOSEPH SOLER 55 SUGAR PINE DRIVE, MAMMOTH LAKES, CA 93546
PHONE: 760-934-7829

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September 3, 2010

VIA EMAIL

(HARD COPY OVERNIGHT)

Northern Inyo Hospital
Administrator's Office
150 Pioneer Lane
Bishop, CA 93514

RE: Provider Contract for Northern Inyo Hospital Emergency Department

Dear Mr. Halfen and Board of Directors,

Enclosed you will find our proposal to continue the staffing and management of the ED services at Northern Inyo Hospital (NIH). In the past 12 months, VEP discontinued contracting with a local physician who worked a significant number of shifts. This created a situation where the usual physicians needed to work more shifts than normal, and this was a burden for them.

This summer several new physicians were credentialed who have begun working shifts and have been well accepted. In particular, Paul Beatty MD has not only begun working shifts, but has also accepted the regional director position for Northern Inyo Hospital. Several other well trained, highly qualified physicians have been successfully recruited and are being credentialed or completing applications. Their names are included. With these new physicians, the local physicians will be able to return to their normal amount of shifts per month, and be able to take some vacation time.

Dr. Beatty has spoken with the NIH ED physicians and heard about other concerns. He has been able to address each of the concerns, and at this time, most of the regular/local emergency department physicians now support Valley Emergency Physicians remaining the contract holder.

I hope you and the Board will find this proposal acceptable and will embrace the positive changes that Paul Beatty is implementing.

- a) **Minimum educational requirements for each and every physician such as Board Certification, various licenses, certifications and the like.**

We will hold our providers to the following minimum educational requirements:

Board Eligibility/Certification

- All physicians will be board certified in Emergency Medicine, Family Medicine or Internal Medicine unless already on staff and deemed acceptable.

Licensure and Certifications

- Current, unrestricted, CA license to practice medicine, in good standing
- Valid driver's license, ID or passport
- Advanced Trauma Life Support (ATLS) if not Board Certified in Emergency Medicine.

Training

- Accredited residency- unless already on medical staff and deemed acceptable
- Recent experience/post graduate education-in providing service within the scope of privileges
- 50 Units of CME within the past 2 years

Other

- NPI letter
- Current CV

- b) **A level of performance review(s) to be applied to all group physicians at some interval**

VEP will monitor the performance of each physician on a continual basis. This will be carried out by the Medical Director in collaboration with Paul Beatty, M.D. the Regional Medical Director. Performance monitoring will include the following components:

- Periodic comprehensive chart reviews by the ED Director and VEP Regional Director to gauge judgment, skills, and technical aspects of charting.
- Continuous review of patient feedback from both written communications and patient surveys.

- Standard departmental peer review activities such as monitoring of individual compliance with clinical protocols for sepsis and asthma.

Feedback will be given to the physicians as appropriate on an ongoing basis. In addition, each physician will have a documented annual performance review meeting with the ED Director.

c) A maximum number of hours that an individual physician would be allowed to work.

The monthly ED schedule will be written with the following work limits to ensure patient safety and physician wellness:

- Maximum of 24 continuous hours of work.
- Maximum of 192 hours of work in a month (equivalent to 16 shifts of 12 hours each).
- Minimum of 8 hours between shifts, or after other clinical work outside of the hospital.

d) A compliance plan in the event that a provider is unexpectedly unavailable for duty.

The physician group guarantees continuous coverage in the ED. The scheduled physician is responsible for arranging coverage for a shift if he or she cannot work. The ED Director and VEP on-call management staff are responsible for finding a coverage physician when the scheduled physician is unable to find coverage. The on-duty physician will continue to see patients while replacement coverage is being arranged. VEP has numerous physicians who are credentialed for NIH ED work and who can be called upon during any emergency staffing situation.

Algorithm for emergency coverage when a physician cannot work a scheduled shift:

1. The scheduled physician contacts group colleagues to find a replacement.
2. Next, the ED Director is contacted to either provide the coverage or find a replacement.
3. If the ED Director cannot provide or find coverage, he or she calls the VEP Corporate Office at 925-225-5837 to reach the VEP Scheduler (Lisa Lamont) during business hours, or to be connected to the VEP 24/365 VEP Pager Staff after business hours. These VEP personnel will contact the multiple physicians who work at other VEP sites who are also credentialed to work at NIH.
4. If the VEP Scheduler or VEP Pager Staff cannot arrange shift coverage, they will then contact the VEP President (Steve Maron, MD) to either arrange or provide the coverage.

e) A current roster of physicians available for this assignment and some indication of the number of shifts each individual could undertake.

We believe that with our current roster of providers and addition of our providers in process we will be more than adequately staffed for now and the future. The excess availability will allow all of the providers' flexibility in their work, to include routine time off and vacations.

Last Name	First Name	Privileging	Status	Avg. # of Shifts	Shift Lengths	Start Date	Boards
Beatty	Paul	Privileged	Internal	2	12	Active	EM
Berry	Michael	Privileged	Internal	4	12	Active	FM
Black	Helena	Privileged	Current	8	12	Active	FM
Brady	Shawn	Privileged	Internal	4	12	Active	FM
Chew	Brad	Privileged	Internal	2	12	Active	EM
Dillon	Michael	Privileged	Current	6	12	Active	EM
Lin	Doris	Privileged	Current	8	12	Active	FM
Marchesseault	Michael	Privileged	Internal	2	12	Active	Eligible
Phillips	Michael	Privileged	Current	3	12	Active	EM
Scott	Jennifer	Privileged	Current	8	12	Active	FM
Taylor	Gregory	Privileged	Current	4	12	Active	EM
Tiernan	Carolyn	Privileged	Current	8	12	Active	EM
Walker	Jennie	Privileged	Current	3	12	Active	EM
Meher	John	In Process	External	4	12	Sept. 2010	EM Eligible
Hogan	Chris	In Process	External	4	12	Sept. 2010	IM Eligible
Correa	Stevan	In Process	Internal	2	12	TBA	FM
Hood	Ron	Privileged	Internal	2	12	TBA	EM
Huyn	Tin	Has App	External	4	12	Oct. 2010	EM
Ting	Juk	Has App	External	8	12	Oct. 2010	EM
TOTAL				86			

f) Assurances that each physician will contractually adhere to "behavioral" agreement as promulgated by the Executive irrespective of the fact that it may not be adopted by the entire board.

VEP physicians will adhere to a behavioral agreement as promulgated by the Medical Executive Committee with the understanding that the agreement will include only standard criteria of expected physician behavior, similar to standards for the hospital medical staff, such as the following:

- Sexual and other forms of harassment will not be tolerated.
- Being under the influence of alcohol or illegal drugs at work will not be tolerated.
- Disruptive behavior including displays of anger or violence towards staff or patients will not be tolerated.
- Patients, hospital personnel, and others will be treated with respect, patience, and when appropriate, compassion.

Any Physician not adhering will be removed from Northern Inyo Hospital.

g) To the proposer's ability and resources to provide the services required.

As demonstrated by the list above, VEP has successfully credentialed several highly experienced and well regarded physicians to Northern Inyo Hospital. Also on the above list are names of several more well trained, experienced Emergency Medicine physicians who are requesting to work at NIH. The above list shows active physicians are available to work 62 shifts per month. 4 physicians are being credentialed presently who will take the capacity up to 74 shifts per month. There are only 62 shifts per month, so we will have overcapacity. There are two more Emergency Medicine trained, board certified physicians who have been recruited and are completing applications for NIH, which will take capacity to 86 shifts per month. By having overcapacity VEP is able to ensure that no physician works more than 16 shifts/month, all physicians are able to take vacations, and if any physician discontinues work at NIH for whatever reason, VEP has physicians already credentialed and known at the hospital who can step in.

Paul Beatty, MD. has begun work at NIH both clinically and as the Regional Medical Director. He is Residency trained, Board Certified in Emergency Medicine and has over 25 years of emergency medicine experience. He has been a Medical director as well as a Regional Director for many years. He will be responsible for working with the physicians to maintain a collegial group, ensure sufficient staffing without taxing the local emergency physicians, and being responsible for the clinical and behavioral performance of the providers, in conjunction with the medical director.

h) The proposer's interest in maintaining the highest level of quality of care coupled with a high degree of customer satisfaction.

VEP is committed to high quality medical care as we have demonstrated in the following ways at NIH:

- A VEP physician presented two collaborative in-services on critical clinical topics for the nurses and physicians over the past year.
- VEP has begun implementation at NIH of an ED sepsis protocol that complies with national guidelines.
- In the wings we are ready to implement VEPeds, our comprehensive program to bring pediatric care into compliance with national guidelines, and VEP Pain Management to enhance quality and reduce hospital expense for patients who come to the ED with chronic pain.
- VEP worked closely with NIH nursing to enhance a decades-old EKG process that could have compromised care. The goal is for EKGs to be performed within 10 minutes for patients presenting with chest pain.

Regarding VEP's commitment to patient satisfaction, in 2009 VEP initiated measurement of patient satisfaction and turnaround times at NIH for the first time. The measurements show that VEP's NIH physicians usually exceed national benchmarks for most ED metrics including patient satisfaction and left without being seen rates.

See attached contract and addendum

Should you have any questions regarding the above or any of the attachments. Please contact me at (925) 225-5837

Sincerely,



Steve Maron, M.D.
President

SECOND AMENDMENT TO EMERGENCY CARE AGREEMENT

BETWEEN

VALLEY EMERGENCY PHYSICIANS

AND

NORTHERN INYO HOSPITAL

The Emergency Care Agreement dated April 7, 2003, and amended on February 1, 2010, between NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT, hereinafter referred to as "Hospital", and VALLEY EMERGENCY PHYSICIANS MEDICAL GROUP, INC., a California Professional Corporation, hereinafter referred to as "Physicians", is hereby further amended.

NOW, THEREFORE, the parties agree as follows:

Part II, Item 4, Physician Services, Paragraph 3.

4. Physicians will participate with Hospital in bi-annual reviews of all providers in the Emergency Department.
5. Physicians may not work clinically for the eight (8) hours prior to their assigned shift at Hospital.

Part II, Item 10, Add New Paragraph 3, Daily Memoranda and Billing: Hospital shall pay Physicians a performance-based compensation on a monthly basis if certain measures are achieved. The compensation will be based upon Physicians' satisfaction of the four performance measures listed below, each will be worth an amount equal to Two Thousand Five Hundred Dollars (\$2,500). Compensation not to exceed Ten Thousand Dollars (\$10,000) per month.

1. Patient Satisfaction Score \geq 90%.
2. Left-Without-Being-Seen Rate (LWBS) \leq 1%
3. Advanced Trauma Life Support (ATLS) \geq 80% of the credentialed physicians in the Emergency Department will either have taken the ATLS or be Board Certified in Emergency Medicine. Note: New physicians who are not Board Certified in Emergency Medicine will have nine (9) months to sign up and complete and ATLS course before they are counted into the metric.

4. Door-to-Provider \leq 30 minutes

Payments shall be made on a monthly basis. Monthly payments shall be made by the Hospital to Physicians before the 15th day of the month following the month in which services are rendered.

Part II, Item 16. Term: The term of this agreement will commence on November 1, 2010 and continue for three two year terms. Either party may terminate without cause during this time with 90 days notice.

The address for Physicians is to remain:

Valley Emergency Physicians
1990 N. California Blvd., Suite 400
Walnut Creek, California 94596

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Emergency Care Agreement.

DISTRICT:

Dated: _____, 2010.

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

BY _____

John Halfen, Administrator

PHYSICIANS:

Dated: _____, 2010.

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

BY _____

Steven Maron, M.D., President

VALLEY EMERGENCY PHYSICIANS
AND
NORTHERN INYO HOSPITAL

EMERGENCY CARE AGREEMENT

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT, a political subdivision organized and existing pursuant to the Local Hospital District Law (Health and Safety Code Section 32000, et seq.) of the State of California, hereinafter referred to as "District", and VALLEY EMERGENCY PHYSICIANS MEDICAL GROUP, Inc., a California professional corporation, hereinafter referred to as "Physicians", 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 an Emergency Department, hereinafter referred to as "Department", to serve the members of the community and other persons who may require immediate medical and/or hospital service.
2. Group is a corporation, organized and existing under the laws of the State of California which employs qualified and licensed physicians and surgeons having had experience in the operation of emergency facilities and the rendition of emergency and primary care.
3. District has concluded that engaging Physicians is the most desirable course of action considering both the cost and quality of service, which will be provided by Physicians as compared to other arrangements and providers available to District.
4. The parties to this agreement, in order to provide a full statement of their respective responsibilities in connection with the operation of the physician services during the term of this contract, desire to enter there into.

VALLEY EMERGENCY PHYSICIANS/NORTHERN INYO HOSPITAL
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PART II

AGREEMENTS

1. **Space.** District shall make available for the use of Physicians during the term hereof and during the hours hereinafter specified, the space that is now or may be hereafter occupied by the Department. District shall also furnish Physicians 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, Physicians will be provided with office space suitable for the administration of the Department as available.

2. **Equipment and Supplies.** District shall provide, at its own expense, for the use of Physicians, all necessary expendable and non-expendable medical equipment, drugs, supplies, furniture and fixtures as are necessary for the efficient operation of the Department. District shall consult with Physicians regarding decisions, which affect the selection and furnishing of particular facilities, equipment and supplies.

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

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

Physicians 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 physicians are not immediately available.

Physicians 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 Physicians to make referrals to the "on-call" panel and other physicians and other matters related thereto, shall be as set forth in the Medical Staff-By-Laws, rules and regulations or as otherwise determined by the Medical Staff Executive Committee or the Emergency Room Committee with the approval of the Board of Trustees.

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

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1. Physicians shall provide guidance, instruction, communication orders, and directives to EMT-II's/Paramedics involved in the treatment of patients with medical emergencies requiring transportation from the scene of a medical emergency to the nearest, or most appropriate hospital facility.

2. A member of the Emergency Physician Staff will be appointed to serve as Base Station Medical Director and Training Hospital Medical Director, and serve on the local Emergency Medical Service Advisory Committee, and will serve as the Medical Director for the Employee Health Department, if the Hospital Administration and Medical Staff deem this appropriate.

3. Physicians will participate actively in an ongoing system for critiquing the results of the mobile intensive care responses and auditing the quality of medical care provided by the mobile intensive care team.

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

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

6. **Personnel.** District shall provide the services of licensed registered and vocational nurses and other non-physician technicians and assistants, necessary for the efficient operation of the Department. Normal direction and control of such personnel for professional medical matters shall rest with Physicians. The selection and retention of all non-physician personnel is the responsibility of District. All Emergency Room physicians shall be Board Certified in Emergency Medicine unless specifically exempted from this provision by the District.

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

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

8. Independent Contractor. No relationship of employer or employee is created by this Agreement, it being understood that Physicians will act hereunder as independent contractors, and none of the physicians performing services for Physicians, whether said physicians be members, partners, employees, subcontractors, or otherwise, shall have any claim under this Agreement or otherwise against District for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation benefits, or employee benefits of any kind; that District shall neither have nor exercise any control or direction over the methods by which Physicians shall perform their work and functions, which at all times shall be in strict accordance with currently approved methods and practices in their field; and that the sole interest of District is to ensure that said emergency 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.

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

10. Daily Memoranda and Billing. District agrees to act as Physicians' 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 Physicians; however, patient may be sent a billing, which includes a combined Hospital and Physicians charge. If the patient's billing includes such a combined charge, it must be clearly indicated that the charge includes Physicians' professional component and that District is acting as billing agent for Physicians. Physicians agree to participate in compliance efforts of Hospital.

District agrees to pay Physicians, within 10 days of the receipt of an invoice for the preceding month, one hundred dollars and twenty-six cents (\$100.26) per hour from January 1 2007 to June 30 2007; one hundred and five dollars (\$105.00) per hour from July 1 2007 through December 31 2007; and one hundred ten dollars (\$110.00) per hour from January 1 2008 through June 30 2008. Coincident with any Cost of Living Adjustments (COLA) paid to hospital employees, this amount will be increased an equal percentage.

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

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

[Handwritten signature]
a-15-0
JH
9-27

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

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

12. Not Exclusive. It is specifically agreed and understood that Physicians shall not be required to, nor is it anticipated that Physicians will be exclusive to the District, it being understood that Physicians may have additional enterprises and other emergency service agreements.

13. Assignment. Physicians 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 Physicians form 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 Physicians, with all of the rights and subject to all of the obligations of Physicians under the terms of this Agreement. Said substitution shall be effected upon Physicians giving written notice to District.

14. Term. The term of this Agreement shall be from January 1, 2007 to December 31, 2008, and continuing from year to year thereafter. Either party may terminate this Agreement upon ninety (90) days written notice to the other party. In the event of non-renewal by Hospital, except for cause, Hospital agrees that it shall not employ nor contract with any physician subcontractor or employee of Physicians, nor with any partnership or medical corporation with which such subcontractor or employee of Physicians shall be associated as an employee or owner, for a period of one (1) year following the termination of this Agreement, without the prior written consent of Physicians.

Physicians supplied or introduced by Contractor to Hospital have been or will be recruited and oriented at great expense by Contractor and Contractor has a compelling interest in maintaining its contractual relationships and expectancy of future contractual relationships with Physicians it supplies to Hospital. Hospital's contract with any given Physician, supplied or introduced to Hospital by Contractor under this Agreement constitutes a position of trust which may result in the establishment of a relationship whereby Hospital could influence the future actions of the Physician relative to his or her service to Contractor. In addition, if Physicians were to terminate their relationship with Contractor and render services to hospital, Hospital would be unfairly benefited, without adequate compensation to Contractor, causing irreparable harm to Contractor.

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Therefore, Hospital covenants that it, its employees, agents, or independent contractors shall not, during the term of this agreement, and any renewals thereof, and for a period of 12 months after the effective date of termination, directly or indirectly impair or initiate any attempt to impair the relationship or expectancy of a continuing relationship which exists or will exist between the Contractor and Physicians retained by or under contract with the Contractor, who were supplied or introduced by Contractor to Hospital at any time during the term of this agreement or any renewals thereof, or make offers or contracts of employment with such Physicians or with any association through with such Physicians render services or employment to Hospital.

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

1. Upon the failure of Physicians to provide the services required to be provided by Physicians for a period in excess of twenty four (24) hours.
 2. Upon a determination by a majority of Hospital's Board of Directors, after consultation with the Executive Committee of the Medical Staff, that Physicians, or any physician provided by Physicians 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 Physicians' assets, as assignment by Physicians for the benefit of its creditors or any action taken or suffered by Physicians (with respect to Physicians) under any bankruptcy or insolvency act.
15. **Amendment.** This Agreement may be amended at any time by written agreement duly executed by both parties.
16. **Attorney's Fees.** In the event that suit is brought regarding the provisions of this Agreement or the enforcement thereof, the prevailing party shall be awarded its cost of suit and reasonable attorney's fees as a part of any Judgment rendered therein.
17. **Medical Records.** Physicians 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, Physicians shall have

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access to and may photocopy relevant documents and records, within the restrictions of the law, upon giving reasonable notice to Hospital.

18. Accounts and Records. Physicians agree 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 Physicians which are pertinent to this Agreement, at all reasonable times during the period of retention provided for in the following paragraph. All pertinent records and books of accounts related to this contract in the possession of Physicians shall be preserved by Physicians for a period of four (4) years after the end of the contract period. Physicians agree to transfer to District upon termination of this Agreement any records which possess long-term value to District beyond four (4) years.

Physicians 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.

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

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

- (b) To Physicians at: 2107 Livingston Street, Suite A
 Oakland, California 94606

VALLEY EMERGENCY PHYSICIANS/NORTHERN INYO HOSPITAL
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IN WITNESS WHEREOF, the parties hereto have executed this Emergency Care Agreement at Oakland, California on January 1, 2007.

DISTRICT:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

BY _____

Peter J Watcott,
President of the Board

PHYSICIANS:

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

BY _____


Steve Maron, M.D.
President

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**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Nondiscrimination Policy	
Scope: Hospital-Wide	Department:
Source: Compliance	Effective Date: August 18, 2010

PURPOSE:

To assure compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975 and any future federal or state laws defining and prohibiting discrimination

POLICY:

1. No person seeking services at Northern Inyo Hospital (NIH) shall, on the basis or ground of race, color, sex(gender), sexual orientation, age, religion or national origin, be excluded from admission to NIH, or excluded from any services provided by NIH, or be otherwise subjected to discrimination in the admission to or provision of those services.
2. No handicapped individual shall, solely by reason of his handicap, be excluded from admission to NIH, or excluded from any services provided by NIH, or be otherwise subjected to discrimination in the provision of those services, or be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity provided by NIH.
3. NIH employees or qualified applicants are considered for all positions without regard to race, color, creed, religion, sex, sexual orientation, gender identification, pregnancy (pregnancy includes pregnancy, childbirth, and medical conditions related to pregnancy or childbirth), national origin, ancestry, citizenship, age, marital status, military status or obligations, physical or mental disability, mental condition, non-job-related disability, or any other protected group status.

Approval	Date
Administration	8-5-2010
District Board of Directors	

Revised
Reviewed
Supercedes

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BYLAWS OF THE NORTHERN INYO HOSPITAL AUXILIARY

ARTICLE I NAME

The name of this organization shall be the NORTHERN INYO HOSPITAL AUXILIARY.

ARTICLE II PURPOSE

The purpose of this organization shall be to render service to the Northern Inyo Hospital through ways approved or proposed by the Governing Board of the Hospital.

ARTICLE III TYPES OF MEMBERSHIP

Section 1. Membership in the Auxiliary shall be open to persons who are interested in Northern Inyo Hospital. All Auxiliary memberships shall be renewed annually. Prior to Active Membership, a Counselor will educate and inform the prospective member as to the function, purpose, and history of the Auxiliary.

Section 2. There shall be the following types of memberships:

- a. ACTIVE - shall pay annual dues and participate in service programs of the Auxiliary to the extent of 50 hours minimum per year. Any Active Member in good standing shall have the right to vote, participate in meetings, and to hold office in the Auxiliary.
- b. ASSOCIATE - shall be interested in the purpose of the Auxiliary, pay annual dues, but have no active membership responsibilities. Any Associate Member in good standing shall have the right to vote, may participate in meetings and chair Standing Committees of the Auxiliary.
- c. LIFE - A Life Membership may be purchased at a one time price of \$100.00. Any Life Member in good standing shall have the right to vote, participate in meetings and to hold office in the Auxiliary.
- d. HONORARY LIFE - The highest honor awarded by the Auxiliary is an Honorary Life Membership. It is awarded rarely, and only to those individuals who have served over and above the normal membership requirements. These members have served in leadership roles as officers and committee chairmen. In addition, they have given countless hours participating in ALL functions of the Auxiliary. These individuals are chosen in recognition of outstanding service to the Auxiliary or the Hospital, and shall pay no dues. Any Honorary Life Member in good standing shall have the right to vote, participate in meetings, and to hold office in the Auxiliary. Those who receive this honor truly earn it, and the dedication to the Auxiliary inspires us all.

Section 3. Reinstatement. Any person whose membership has been terminated for nonpayment of dues may be reinstated by paying dues in full for the current year.

ARTICLE IV OFFICERS

Section 1. The elected officers of the Auxiliary shall be a President, a Vice-President, a Recording Secretary, a Corresponding Secretary and a Treasurer.

Section 2. Officers of the Auxiliary shall be elected for terms of one year. No officer shall be eligible for more than three consecutive terms in the same office.

ARTICLE V DUTIES OF OFFICERS

Section 1. The President shall be the chief executive officer of the Auxiliary and the Executive Board, and shall have the supervision of general management of the Auxiliary. The President shall appoint the Parliamentarian, chairmen of the standing committees, special committees as occasion may demand, and chairmen caused by vacancies. The President shall be a member ex officio of all standing committees of the Auxiliary, except the Nomination Committee. The President shall work closely with the Hospital Administrator and perform all duties pertaining to the office.

Section 2. The Vice-President shall be in charge of membership, and shall be Chairman of the Membership Committee. In the absence, disability or resignation of the President, the Vice-President shall have the executive powers and perform duties of the President.

Section 3. The Recording Secretary shall be responsible for keeping an accurate record of meetings of the Northern Inyo Hospital Auxiliary and of the Executive Board, in books belonging to the Auxiliary. These minutes shall be open to the inspection of any member at any reasonable time.

Section 4. The Corresponding Secretary shall be responsible for the Auxiliary's general correspondence.

Section 5. The Treasurer shall be responsible for keeping an accurate record of all financial affairs of the Auxiliary, and shall present a financial report at each General Meeting. All expenses, other than routine operating, must be approved by the members at a General Meeting, except for emergencies. The Treasurer's book shall be audited at the end of each fiscal year by three members appointed by the President.

Section 6. The Parliamentarian shall be the Chairman of the Bylaws Committee, keep a current list of the Standing Rules, and shall advise the Auxiliary Board on the validity of any question of Parliamentary Law.

ARTICLE VI
THE EXECUTIVE BOARD

- Section 1. The Executive Board shall consist on the officers of the Auxiliary, the immediate past President and the chairmen of the standing committees. The Administrator of the Hospital shall be an ex officio member of the Executive Board.
- Section 2. All actions of the Executive Board are subject to the approval of the Northern Inyo Hospital Board of Directors or its representative, the Hospital Administrator. With this limitation, management and control of property and funds, the affairs of the Auxiliary shall be administered by the Executive Board. The Executive Board shall adopt its own rules of procedure not inconsistent with the Bylaws of the Auxiliary.
- Section 3. Regular meetings of the Executive Board shall be held once a month, except as determined by the Board, at such time and place as the Board and/or the President may determine. Meetings are ordinarily scheduled the second Wednesday of each month. Special meetings of the Board may be held at any time and place determined by the President, and in addition, shall be called when requested in writing by not fewer than five members of the board.
- Section 4. Five members shall constitute a quorum at any meeting of the Board. In the absence of a quorum, the meeting shall be adjourned.

ARTICLE VII
GENERAL MEETINGS

- Section 1. There shall be regular meetings of the Auxiliary membership, the number to be determined by the Executive Board.
- Section 2. The time and place of the General Meetings may be determined by the President and/or the Executive Board. Meetings are ordinarily scheduled the third Wednesday of each month. Meetings are to be held at Northern Inyo Hospital, unless otherwise designated.
- Section 3. The Annual Meetings shall be held in May of each year for the Installation of Officers and Presentations of Awards.
- Section 4. Ten voting members present shall constitute a quorum of any General Meeting of the Auxiliary.

ARTICLE VII
COMMITTEES

Section 1. Standing Committees - There shall be Standing Committees necessary to conduct the business and program of the Auxiliary. The personnel of such committees shall consist of members designated by the Chairman of the Committee with the approval of the President. The duties of each committee will be outlined in detail in the Chairman's Procedure Book. These Chairman become members of the Executive Board of the Northern Inyo Hospital Auxiliary.

Section 2. Nominating Committee - shall be put into being, and act as prescribed in Article IX.

Section 3. Special Committees - may be created when necessary by the President, with the approval of the Executive Board.

ARTICLE IX
ELECTION PROCEDURES

Section 1. The Nominating Committee - shall consist of three members appointed by the Board.

- a. Suggested nominations for officers of the Auxiliary shall be received by the Nominating Committee from the membership. From these suggestions, and as a result of its own deliberations, the Nominating Committee shall submit to the April General Meeting a slate of candidates for officers during the ensuing year. Nominations may also be accepted from the floor.
- b. Members of the Nominating Committee may be candidates for office.

Section 2. The Election of officers shall be held at the April Meeting. The new officers shall be installed at the May Meeting, and take office on June 1.

ARTICLE X
FUNDS

Section 1. All fund-raising activities, other than regular membership dues, shall be subject to the approval of the Hospital Administration, and the funds shall be expended only for those purposes approved by the Auxiliary.

Section 2. All dues or contributions paid or made to the Auxiliary become the property of the Auxiliary, and the members or contributors shall have no further claim or rights thereto.

Section 3. All documents made, accepted or executed by the Auxiliary shall be signed by the President and/or representative.

Section 4. All checks drawn against the General Funds of the Auxiliary shall be signed by two authorized signatures on file at the banking institution.

ARTICLE XI
FISCAL YEAR

The fiscal year of the Auxiliary shall commence on June 1, and shall end on May 31.

ARTICLE XII
DISSOLUTION

In the event of the dissolution of this organization, or in the event it ceases to carry out the objects and purposes herein set forth, all business, property, and assets of the organization shall be distributed and devoted to the promotion and advancement of the Northern Inyo Hospital of Bishop, California. In no event shall any of the assets or property be distributed to members, either for reimbursement of any sum subscribed, donated, or contributed by such members, or for any other such purpose; it being the intent that in the event of the dissolution of this organization, or upon it's ceasing to carry out the objects and purposes herein set forth, the property and assets then owned by the organization shall be devoted to the promotion and advancement of the welfare of Northern Inyo Hospital of Bishop, California.

ARTICLE XIII
AMENDMENTS

The Bylaws of the Auxiliary may be altered, repealed, or amended by the affirmative vote of two-thirds of the members present and voting, at any regular or special meeting of the Auxiliary, provided that notice of the proposed alteration, repeal or amendment, be contained in a written notice of the meeting two weeks in advance.

ARTICLE XIV
APPROVAL AND ADOPTION

These Bylaws, after approval of the Northern Inyo Hospital Board of Directors, shall be effective immediately.

APPROVED: _____, 2010
Peter J. Watercott, Northern Inyo Hospital Board of Directors

APPROVED: _____, 2010
John Halfen, Administrator, Northern Inyo Hospital

ADOPTED BY NORTHERN INYO HOSPITAL AUXILIARY:

President: Judith L Fratella _____, 6/25/10, 2010
Recording Secretary: Harriet D Davis _____, 6/25/10, 2010

BYLAWS COMMITTEE: Judy Fratella, Bert Johnson, Sharon Thompson, June Wilkins, and Vivian Mitchel.

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INTENTIONALLY
LEFT BLANK**

Radiology

PROBLEM: There is no UPS (battery backup) on the CT console/scanner. When the power goes out, the machine crashes.

SOLUTION: Purchase the \$22,950 UPS (power supply) from GE

HISTORY:

The CT scanner at NIH was installed in 2008. The scanner is on emergency backup power to allow us to continue scanning in the event of a power failure.

The power went out in May of 2010, and the hospital's emergency power took over. Maintenance coordinated a return to main power once it appeared that current had returned to normal, but once again there was a power failure. These fluctuations in power caused the loss of the 36V dc power supply. The cost of the parts was \$1,237.50. GE did not charge for the parts or labor.

We experienced more power fluctuations a few days later. The CT scanner lost a fuse kit and heat exchanger as a result. The cost for these parts was \$5,112, and the scanner was down for 2 days. GE did not charge us for these parts and labor either, but they did recommend that we purchase the UPS for the CT scanner.

We lost power, again, in July. One of the three image processors on the CT scanner was lost due to this event resulting in significant slowing of image reconstruction. The image processor costs \$33,672. GE did not charge NIH for parts or labor.

There are over \$100,000 worth of parts in the console portion of the scanner and they are very susceptible to power outages.

Additionally, even if the problem was a simple one, such as, a corruption of the software, the scanner could be down for a minimum of 12 hours to reload the software, and the reload would have to be done by a GE field service engineer.

Attached:

Copies of the service call reports from power outages.

GE Quote for UPS for CT VCT #P5-C92841 V 1



GE Healthcare

Service Memo

Room Number 0002664197	Dispatch Number 0630106081	Customer NORTHERN INYO COUNTY LOCAL	System ID# 760873VCT		
Room Description VCT 64 SLICE		SVC CLS. 005 Contract Service			
TRIP DETAILS					Call Date : 7/29/2010 3:06 AM
Date	Start Time	End Time	System Status	Travel Time	T&L Expense
28-Jul-2010	19:00	21:00	90	4.5	
3-Aug-2010	20:00	21:00	90	4	
4-Aug-2010	10:30	11:00	90	0.5	
FMI No. NO	FMI Code	Model Number	Serial Number	Billing Acct Number 670633475	

Covered Hours Std	
Labor	Travel
3.5	9.0
Non-Covered Hours O.T. Billed	
OT Labor	OT Travel
0.0	0.0

SYMPTOM

System reports slow recon time.

DIAGNOSIS AND SERVICE PERFORMED

IG3 will not power up. Ran tests and could not get IG to reset. Ordered part. System scanning fine on remaining two IGs.
 Replaced IG, downloaded flash update, and ran recon diagnostics - no errors. Performed exam to verify system functionality and QA - ok.

PARTS USED

Qty.	Parts Number	Consignment No.	Description	ListPrice/Part
1	5159834-3	102109424	Jarrell VCT IG with VRAC2, Imp	33672

THANK YOU FOR USING GE SERVICE. FOR FURTHER ASSISTANCE, PLEASE CALL US AT
 1-800-437-1171(USA) OR 1800-668-0732(Canada)

Master Dispatch 0630106081	Customer P.O. Number	Customer Contact Katie	Served By: Dean J Worthington
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This Is Not An Invoice

1 of 6



Service Memo

Room Number 0002664197	Dispatch Number 0630105735	Customer NORTHERN INYO COUNTY LOCAL	System ID# 760873VCT		
Room Description VCT 64 SLICE			SVC CLS. 093 Phone Support		
TRIP DETAILS					Call Date : 7/26/2010 4:59 PM
Date	Start Time	End Time	System Status	Travel Time	T&L Expense
26-Jul-2010	15:00	17:00	90	0	
FMI No.	FMI Code	Model Number	Serial Number	Billing Acct Number	
				670633475	

SYMPTOM

NEEDS TO KNOW HOW TO RESET UP TO POWER ON

DIAGNOSIS AND SERVICE PERFORMED

Site had power outage, system power was off at the A-1 MDP . Walked tech thru bringing system back up. Console appli cations software did not complete bootup. Indicated DARC failure.
 Could not ping to DARC. Had Cu shut down console properly , turn off power switch, wait 2 mins and bring back up. S oftware came up OK. Ran warmup and test scan OK. There i s indication in error log that IG3 may not be responding. Cannot ping to ig3. Contacted pri FE Dean Worthington an d advised of the IG3 issue. He will open new RFS when need ed.

PARTS USED

Qty.	Parts Number	Consignment No.	Description	ListPrice/Part

THANK YOU FOR USING GE SERVICE. FOR FURTHER ASSISTANCE, PLEASE CALL US AT
 1-800-437-1171(USA) OR 1800-668-0732(Canada)

Master Dispatch	Customer P.O. Number	Customer Contact	Serviced By:
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Service Memo

Room Number 0002664197	Dispatch Number 0630104301	Customer NORTHERN INYO COUNTY LOCAL	System ID# 760873VCT		
Room Description VCT 64 SLICE			SVC CLS. 093 Phone Support		
TRIP DETAILS				Call Date : 7/16/2010 6:32 PM	
Date	Start Time	End Time	System Status	Travel Time	T&L Expense
16-Jul-2010	16:34	16:46	90	0	
FMI No.	FMI Code	Model Number	Serial Number	Billing Acct Number 670633475	

SYMPTOM

POWER OUTAGE, REBOOTED, DOESNT WORK

DIAGNOSIS AND SERVICE PERFORMED

Advised customer to reset UPS 9330
Start the Powerware 9330 UPS in Normal Mode and reset syst em and corrected . No patient scans lost

PARTS USED

Qty.	Parts Number	Consignment No.	Description	ListPrice/Part

THANK YOU FOR USING GE SERVICE. FOR FURTHER ASSISTANCE, PLEASE CALL US AT
1-800-437-1171(USA) OR 1800-668-0732(Canada)

Master Dispatch 0630104301	Customer P.O. Number	Customer Contact DAVID GARDNER	Serviced By: Arthur A Andreshak
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GE Healthcare

Service Memo

Room Number 0002664197	Dispatch Number 0630097743	Customer NORTHERN INYO COUNTY LOCAL	System ID# 760873VCT		
Room Description VCT 64 SLICE			SVC CLS. 005 Contract Service		
TRIP DETAILS					Call Date : 5/27/2010 2:42 PM
Date	Start Time	End Time	System Status	Travel Time	T&L Expense
28-May-2010	16:30	18:30	90	9	
1-Jun-2010	8:12	9:00	90	0	
FMI No. NO	FMI Code	Model Number	Serial Number	Billing Acct Number 670633475	

SYMPTOM

SWCANNER HARDWARE ISSUE NEED HELP NOW PLEASE

DIAGNOSIS AND SERVICE PERFORMED

Several power outages damager 48V heat exchanger power supply. Replaced power supply and checked heat exchanger operation -ok. Reset system, performed Fastcal, and functional checks - ok. Performed exam and confirmed system operation and QA - good. Follow up next day - no issues.

PARTS USED

Qty.	Parts Number	Consignment No.	Description	ListPrice/Part
1	5125429	102068297	Fuse Kit - Originally developpe	2710.54
1	5151365	102067551	Hercules Heat Exchanger Power	2402

THANK YOU FOR USING GE SERVICE. FOR FURTHER ASSISTANCE, PLEASE CALL US AT 1-800-437-1171(USA) OR 1800-868-0732(Canada)

Master Dispatch 0630097738	Customer P.O. Number	Customer Contact KATIE GALVIN	Serviced By: Dean J Worthington
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GE Healthcare

Service Memo

Room Number 0002664197	Dispatch Number 0630097738	Customer NORTHERN INYO COUNTY LOCAL	System ID# 760873VCT		
Room Description VCT 64 SLICE			SVC CLS. 093 Phone Support		
TRIP DETAILS					Call Date : 5/27/2010 2:17 PM
Date	Start Time	End Time	System Status	Travel Time	T&L Expense
27-May-2010	12:19	12:49	91	0	
FMI No.	FMI Code	Model Number	Serial Number	Billing Acct Number 670633475	

SYMPTOM

SWCANNER HARDWARE ISSUE NEED HELP NOW PLEASE

DIAGNOSIS AND SERVICE PERFORMED

Checked log, Generator reporting overpressure or blown fuse
Paged Field Engineer with recommendations

PARTS USED

Qty.	Parts Number	Consignment No.	Description	List Price/Part

THANK YOU FOR USING GE SERVICE. FOR FURTHER ASSISTANCE, PLEASE CALL US AT
1-800-437-1171(USA) OR 1800-668-0732(Canada)

Master Dispatch 0630097738	Customer P.O. Number	Customer Contact KATIE GALVIN	Serviced By: Gregory W Friddle
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GE Healthcare

Service Memo

Room Number 0002664197	Dispatch Number 0630097818	Customer NORTHERN INYO COUNTY LOCAL	System ID# 760873VCT	
Room Description VCT 64 SLICE		SVC CLS. 005 Contract Service		
TRIP DETAILS				Call Date : 5/27/2010 8:38 PM
Date	Start Time	End Time	System Status	Travel Time
27-May-2010	18:00	21:00	90	6.5
FMI No. NO	FMI Code	Model Number	Serial Number	Billing Acct Number 670633475

Covered Hours Std	
Labor	Travel
3.0	6.5
Non-Covered Hours O.T. Billed	
OT Labor	OT Travel
0.0	0.0

SYMPTOM

SWCANNER HARDWARE ISSUE NEED HELP NOW PLEASE

DIAGNOSIS AND SERVICE PERFORMED

Power outage took out CT.
Found a blown 36Vdc power supply. FE Dean Worthington will replace P/S in AM after part delivery.

PARTS USED

Qty.	Parts Number	Consignment No.	Description	ListPrice/Part
1	46-317724P6	102072051	2 WATT 10DB ATTENUATOR	1237.5

THANK YOU FOR USING GE SERVICE. FOR FURTHER ASSISTANCE, PLEASE CALL US AT 1-800-437-1171(USA) OR 1800-668-0732(Canada)

Master Dispatch 0630097738	Customer P.O. Number	Customer Contact KATIE GALVIN	Serviced By: Kevin R Vogel
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B7864PZ / P5064PS / E4502F

Three Phase, 14.4 kVA UPS & Interface Kit

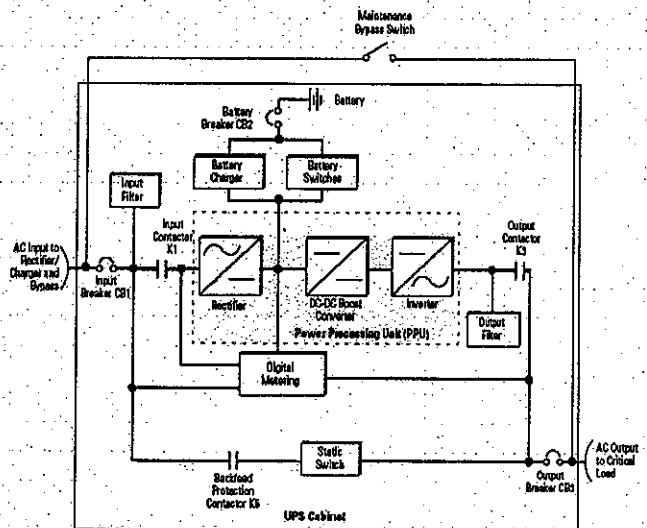
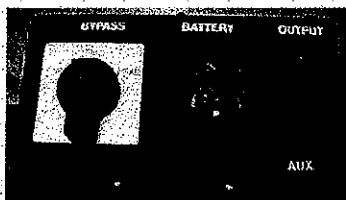
Specifications

Rating: 14.4 kVA
 Input Voltage Range: Three-phase; 102-132V / ph
 Input Frequency Range: 45-65 Hz
 Input Power Factor: >95% typ.
 Output Frequency: 50 or 60 Hz, auto-sensing
 Voltage Regulation: <3% steady-state for all conditions of line and load
 Voltage Distortion: <5% THD
 Overload Capacity: 110% for 10 min.
 125% for 1 min.
 149% for 5 Sec.
 Efficiency: >90% typ.
 FL Heat Dissipation: 5122 BTU/Hr typ. @ 11.5 KVA
 Battery backup time: >10 minutes typ.
 Recharge Time: <3 hrs. to 80% capacity typ.

Operating Temperature: 10-40°C
 Humidity: 20-80% RH
 Non-condensing
 Audible noise (Norm Mode): <60 dBA @ 1 meter

UPS Width: 12 inches (305 mm)
 UPS Depth: 32 inches (813 mm)
 UPS Height: 49 inches (1245 mm)
 UPS Weight: 620 lbs (277 kg)

Note – Mobile applications require the addition of kit, B7864MK for secure mounting of UPS to floor.



Quotation Number: P5-C92841 V 1

Northern Inyo Hospital
150 Pioneer Ln
Bishop CA 93514

Attn: Patty Dickson
150 Pioneer Ln
Bishop CA 93514

Date: 08-25-2010
On behalf of Dean
Worthington, GE
Healthcare Service

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. GE Healthcare agrees to provide and Customer agrees to pay for the Products listed in this GE Healthcare Quotation ("Quotation"). "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

- 1) This Quotation that identifies the Product offerings purchased or licensed by Customer;
- 2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions.

In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this Agreement in making their decisions to enter into this Agreement. No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties. Each party objects to any terms inconsistent with this Agreement proposed by either party unless agreed to in writing and signed by authorized representatives of both parties, and neither the subsequent lack of objection to any such terms, nor the delivery of the Products, shall constitute an agreement by either party to any such terms.

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

- Terms of Delivery: CIF
- Quotation Expiration Date: 09-24-2010
- Billing Terms: 100% at ship complete
- Payment Terms: UPON RECEIPT
- Contract Price Protection: 12 months from date of contract execution, subject to increase 0.5% per month after such 12 months period.

Each party has caused this agreement to be signed by an authorized representative on the date set forth below.

General Electric Company, GE Healthcare
A GE Healthcare business
3114 N. Grandview Blvd., Mail Code W-544, Waukesha, WI 53188
www.gemedical.com

Submitted By: _____ Date _____

Carolyn Mead
Inside Sales Representative
3114 N Grandview Blvd
Waukesha, WI 53188-1677
US
Phone: 262-548-5041
Fax: 262-548-2071
Carolyn.Mead@med.ge.com

Agreed To By: _____ Date _____

Authorized Company Representative

Please return to your local sales representative.
PO#

CUSTOMER
Agreed To By: _____ Date _____

Authorized Customer Representative



Quotation Number: P5-C92841 V 1

Print or Type Name

Title



Quotation Number: P5-C92841 V 1

Qty	Catalog No.	Description	Discount	Ext Sell Price
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1		Diagnostic Imaging Accessories		
1	E4502F	3 Phase 14 KVA Partial UPS for Lightspeed VCT, Discovery ST - HP and Lightspeed Pro32.	15.00%	\$22,950.00

The 14KVA Partial UPS has been specifically designed to coordinate with GE Healthcare CT & PET/CT scanners. In the event of a power outage a partial system UPS provides continuous backup power to the scanner host and control computers, thus assuring no loss of usable scan data. In addition, critical circuits in the gantry and table remain powered which facilitate the safe removal of the patient from the scanner. If power is restored within the battery hold-up time, the operator can continue scanner operations without the need to reboot the system. When longer power outages are anticipated, the UPS provides time for the operators to safely remove the patient and complete an orderly shutdown of the system software.

FEATURES/BENEFITS

- True double-conversion, online technology provides reliable operation & uninterrupted glitch free power
- Automatic voltage and frequency selection eases startup, i.e., 50 or 60 Hz compatible
- Integral Manual Bypass switch facilitates continued scanner operation while UPS is being serviced
- Single input connection utilized for both UPS input and static switch
- Maintains system electronics and allows critical scanner operations to continue for > 10 minutes (typical) after loss of power
- Protects electronics from under voltage, brownouts, line sags, over voltage and transients
- Advanced Battery Management (ABM) software monitors / indicates battery health and improves battery service life

SPECIFICATIONS

- Dimensions (H x W x D): 49" x 12" x 32"
- Weight: 620 lbs.
- Rating: 14.4 kVA



Quotation Number: P5-C92841 V 1

Qty	Catalog No.	Description	Discount	Ext Sell Price
		<ul style="list-style-type: none"> Input Voltage Range: Three-Phase; 102-132V / ph. Input Frequency Range: 45-65 Hz Output Frequency: 50 or 60 Hz, auto-sensing 		
		COMPATIBILITY		
		<ul style="list-style-type: none"> CT LightSpeed Pro 32, Lightspeed VCT, CT 750HD, PET Discovery ST & ST-HP, PET Discovery VCT, PET Discovery 600/690 		
		NOTES:		
		<ul style="list-style-type: none"> Customer is responsible for rigging and arranging for installation with a certified electrician ITEM IS NON-RETURNABLE AND NON-REFUNDABLE 		
1		NonProducts		
1		Shipping and Handling	0.00%	\$400.00

Quote Summary:

Total List Price:	\$27,400.00
Total Quote Net Selling Price	\$23,350.00

(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price includes Trade In allowance, if applicable.)



END