

Northern Inyo County Local Hospital District

Board of Directors Regular Meeting

Wednesday, January 17, 2007

Conference Room, Hospice of the Owens Valley

AGENDA

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT BOARD OF DIRECTORS MEETING

January 17, 2007 at 5:30 P.M. In the Conference Room of the *Hospice of the Owens Valley*

- 1. Call to Order (at 5:30 P.M.).
- 2. Opportunity for members of the public to comment on any items on this Agenda.
- 3. Approval of minutes of the October 30 2006 special meeting; the November 14 2006 special meeting; the December 6, 2006 regular meeting, and the December 20 2006 special meeting.
- 4. Financial and Statistical Reports for the month of November 2006 John Halfen.
- 5. Administrator's Report John Halfen.
 - A. Building Update

C. Al Norris

item)

B. Charity Care Legislation, AB 774

D. 16,875

- 6. Chief of Staff Report Taema Weiss, M.D.
 - A. Action items:
 - 1. Policy and Procedure Approvals:
 - a. Propofol Use In Critical Care Areas
 - b. Adult Immunizations in the Health Care Worker
 - B. Information items / Other
- 7. Old Business
 - A. Communications Tower Lease
- B. Chief of Services Contract / Resolution (action

- 8. New Business
 - A. EKG Services Agreement with Vasuki Sittampalam, M.D. (action item)
 - B. Quick Pay System (action item)
 - C. General Surgeon Contract and Resolution (action item)
 - D. Assignment of John Halfen as negotiator on NIH's behalf regarding potential real estate purchase/lease at 152 Pioneer Lane, Bishop, California in whole or in part. Negotiation will

be with Pioneer Medical Associates singly or collectively and/or their designee.

- 9. Reports from Board Members on Items of Interest
- 10. Opportunity for members of the public to comment on any items on this Agenda, and/or on any items of interest.
- 11. Adjournment to closed session to:
 - A. Hear reports on the hospital quality assurance activities, and hear a report from the Medical Staff Executive Committee (Section 32155 of the Health and Safety Code, and Government Code Section 54962).
 - B. Confer with legal counsel regarding claim filed by Patrick Plunkett, M.D. against Northern Inyo County Local Hospital District (Government Code Section 54956.9(a)).
 - C. Confer with legal counsel regarding claim filed by Diane Grace against Northern Inyo County Local Hospital District (Government Code Section 54956.9(a)).
 - D. CEO Annual Performance Evaluation (Government Code Section 54957).
 - E. Real Estate Opportunity / Discussion (Government Code Section 54956.8).
- 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

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Northern Inyo Hospital Board of Directors Special Meeting

October 30, 2006 Page 1 of 4

CALL TO ORDER

The meeting was called to order at 12:00 noon by Peter Watercott,

President.

PRESENT

Peter Watercott, President

D. Scott Clark, M.D., Vice President

Pat Calloway, Secretary

John Ungersma, M.D., Treasurer

Michael Phillips, M.D.

ALSO PRESENT

John Halfen, Administrator

Douglas Buchanan, Esq., Hospital District Legal Counsel

Sandy Blumberg, Administrative Secretary Arlen Arnold, Turner Construction Company Jon deVries, Turner Construction Company John Hawes, Turner Construction Company Steve Schultz, Turner Construction Company

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. No comments were heard.

NEW BUSINESS

Mr. Halfen stated the purpose of this meeting is to review rebuild construction bids received for the Support and Radiology Buildings and to hear recommendations from Turner Construction Company regarding possible action to take on those bids. Mr. Halfen introduced Turner representatives Arlen Arnold, Jon deVries, John Hawes, and Steve Schultz, and asked for a review of the bids received and for Turner's recommendations on how to respond to those bids.

Mr. Schultz opened by stating that most of the bids came it at amounts much higher than expected. Reasons for the high bids probably include trends in the construction industry in general, and a possible reluctance on the part of bidders to come to the Bishop area due to the remoteness of its location. Bids received from local bidders were also higher than expected, and it is difficult to determine exactly why those bids came in as high as they did. A contributing factor may be that several other large projects are currently being bid in the Reno area, creating competition for the services of area contractors.

Mr. Shultz stated there are a couple of possible actions the Board might consider taking in regard to the bids. One action would be to re-bid the entire project in hopes of obtaining lowers bids, and the other option would be to accept those bids that appear reasonable, and reject and re-bid those portions that are significantly higher than expected.

The bid packages being reviewed at this meeting are as follows:

- 1. Site Work and Site Utilities
- 2. Building Concrete and Site Concrete
- 3. Masonry
- 4. Structural and Miscellaneous Steel
- 5. Finish Carpentry and Casework (Millwork)
- 6. Miscellaneous Specialties
- 7. Elastomeric Sheet Roofing
- 8. Framing and Drywall
- 9. Acoustical Ceilings
- 10. Doors, Frames, & Hardware
- 11. Overhead Doors
- 12. Glass and Glazing
- 13. Ceramic Tile
- 14. Flooring
- 15. Painting
- 16. Pre-Engineered Metal Building
- 17. Fire Protection System
- 18. Plumbing
- 19. Mechanical
- 20. Electrical and Low Voltage

Discussion followed on each area of bidding, and each bid package was reviewed in terms of original estimated cost compared to the actual bids received. The apparent low bidder was noted for each portion of the project. Turner is in the process of re-contacting some bidders in order to review their bids for accuracy. No overall bids were received for the Specialties portion of the project, so Turner will meet with local contractor Rudolph Construction to discuss the work needed for that portion of the project. It was noted that some of the bids received contain minor irregularities, but following discussion with District Legal Counsel Doug Buchanan it was decided to recommend moving ahead to take action on those bids, while noting that the irregularities exist.

It was also noted that no local companies bid on the Electrical portion of the project due to the fact that they felt they were not large enough to handle the job. Additionally, it was noted that the roofing bids need to be reviewed further in order to determine if they were made according to the specifics indicated. Turner is also interested in considering alternate types of roofing materials for the two buildings.

A third possible action on the bids was suggested, which would involve re-bidding the entire project in the spring in hopes that building costs will be lower at that time. Following discussion, that suggestion was rejected due to the fact that it is impossible to predict whether construction costs will rise or fall during the next several months.

Methods of covering the cost of construction overages were discussed, and Mr. Halfen stated he is not in favor of going back to the taxpayers for additional money to help cover additional construction costs. Methods of financing and borrowing money are being investigated, and Mr. Halfen still hopes to cover the bulk of the overage with revenue from Hospital operations. Mr. Halfen distributed a debt capacity study indicating how much the Hospital might be able to borrow in order to help pay for the cost of the rebuild project.

As a result of the discussion at this meeting and following review of recommendations made by Turner Constuction Company, a motion was made by Pat Calloway to move forward to authorize accepting the apparent low bids for the following portions of the project:

- 1. Site Work
- 2. Concrete
- 3. Masonry
- 4. Structural Steel
- 5. Millwork
- 6. Acoustical Ceilings
- 7. Overhead Doors
- 8. Glass and Glazing
- 9. Flooring
- 10. Painting
- 11. Pre-Engineered Metal Building
- 12. Fire Protection System
- 13. Plumbing, and
- 14. Electrical

The motion additionally included authorizing rejection and re-bidding of the following bid packages for the project:

- 1. Specialties
- 2. Roofing
- 3. Framing and Drywall
- 4. Doors, Frames & Hardware
- 5. Ceramic Tile, and
- 6. Mechanical

The motion was seconded by Michael Phillips, M.D., and passed as presented. Mr. Halfen noted another special meeting of the Board of Directors will be called in order to award the subcontracts to specific bidders.

BOARD MEMBER REPORTS Mr. Watercott asked if any members of the Board of Directors wished to report on any items of interest. No reports were heard.

OPPORTUNITY FOR PUBLIC COMMENT

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

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ADJOURNMENT	The meeting was adjourned at 12:55 p.	m.
	Peter Watercott, F	President

Patricia Ann Calloway, Secretary

Attest:

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Northern Inyo Hospital Board of Directors Special Meeting

November 14, 2006 Page 1 of 2

CALL TO ORDER

The meeting was called to order at 12:05 p.m. by Peter Watercott,

President.

PRESENT

Peter Watercott, President

D. Scott Clark, M.D., Vice President John Ungersma, M.D., Treasurer

Michael Phillips, M.D.

ALSO PRESENT

John Halfen, Administrator

Sandy Blumberg, Administrative Secretary John Hawes, Turner Construction Company

ABSENT

Pat Calloway, Secretary

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. No comments were heard.

AWARDING OF BIDS FOR THE HOSPITAL REBUILD PROJECT Mr. Halfen stated the purpose of this meeting is to approve entering into agreements with the following subcontractors for the Hospital rebuild project:

- 1. Site Work: Ledcor; base bid award amount \$480,800
- 2. Concrete: Truhl's Concrete; base bid award amount \$971,040
- 3. Masonry: O'Neal; base bid award amount \$154,760
- 4. Steel: D & D; base bid award amount \$379,313
- 5. Casework: J Alexander; base bid award amount \$120,267
- 6. Acoustical Ceilings: George Family; base bid award amount \$124,920
- 7. Overhead Doors: Smith Company; base bid award amount \$43,437
- 8. Glass & Glazing: Custom Glass; base bid award amount \$95,559
- 9. Flooring: Simas Floor Company; base bid award amount \$107,340
- 10. Painting: Turman; base bid award amount \$108,362
- 11. Fire Sprinklers: Delta Fire Protection; base bid award amount \$114,287
- 12. Metal Building: N/A
- 13. Plumbing: J. Noble Binns Plumbing; base bid award amount \$346,800
- 14. Electrical: KDM Electric, base bid award amount \$1,061,868

Mr. Halfen also noted the following bid packages for the Support and Radiology buildings are currently being rebid:

- 1. Specialties
- 2. Roofing
- 3. Framing and Drywall
- 4. Doors, Frames, and Hardware

- 5. Ceramic Tile
- 6. Mechanical

Steve Shultz of Turner Construction was available on speakerphone to respond to questions if necessary. He noted that Turner Construction recommends holding off on the glass and glazing portion of the project until a suitable agreement for services can be reached.

Mr. Halfen noted a letter of protest was received from Braun Electric of Bakersfield regarding dissatisfaction with the bidding process for the electrical portion of the project. Mr. Schultz stated he has responded to the Braun protest, and their concerns have been resolved in an acceptable manner.

Mr. Halfen asked the Board to authorize approval of the subcontracts as presented, for the dollar amount indicated for each. It was moved by Michael Phillips, M.D., seconded by D. Scott Clark, M.D. and passed to authorize assigning the subcontracts as presented, with the dollar amount not to exceed the total indicated for each portion of the project.

Mr. Halfen additionally noted the groundbreaking ceremony for the Support and Radiology buildings has been tentatively scheduled for Wednesday, December 13th. He also informed the Board he expects to receive the building permit for the Support building from the City of Bishop by the end of this week, and the permit for the Radiology building is expected around the first week in December.

OPPORTUNITY FOR PUBLIC COMMENT

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

ADJOURNMENT

The meeting was adjourned at 12:18pm.

	Peter Watercott, President
Attest:	
	Patricia Ann Calloway, Secretary

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Northern Inyo Hospital Board of Directors

Regular Meeting

December 6, 2006

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CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Peter Watercott,

President.

PRESENT

Peter Watercott, President

D. Scott Clark, M.D., Vice President John Ungersma, M.D., Treasurer

Pat Calloway, Secretary Michael Phillips, M.D.

Taema Weiss, M.D., Chief of Staff

ALSO PRESENT

John Halfen, Administrator

Douglas Buchanan, Esq., Hospital District Legal Counsel Dianne Shirley, R.N., Performance Improvement Coordinator

Sandy Blumberg, Administrative Secretary

PUBLIC COMMENTS ON THE 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. No comments

were heard.

MINUTES

The minutes of the October 18, 2006 regular meeting were approved.

FINANCIAL AND STATISTICAL REPORTS

John Halfen, Chief Financial Officer, reviewed with the Board the financial and statistical reports for the month of October 2006. Mr. Halfen noted the statement of operations shows a bottom line excess of revenues over expenses of \$143,102. Mr. Halfen called attention to the following:

Gross Patient Revenue was under budget

Wages and Salaries and Employee Benefits were under budget

Total Expenses were under budget Total Assets continue to grow steadily

Liabilities did not experience significant change

Year-to-date net revenue is \$1,186,478

Mr. Halfen noted the average number of days patient accounts are in accounts receivable has gone up, due to re-billing following Northern Inyo Hospital's (NIH's) designation as a Critical Access Hospital. Mr. Halfen also noted that even though patient revenue was down in the month of October, virtually all expenses were under budget, helping the Hospital to show a profit for the month. It was moved by Pat Calloway, seconded by Michael Phillips M.D., and passed to approve the financial statements for October 2006.

ADMINISTRATOR'S REPORT

BUILDING REPORT

Mr. Halfen distributed a spreadsheet of existing rebuild contracts, which showed a breakdown of the cost for each contract. The spreadsheet was

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provided for informational purposes only, in order to show the Board that contract amounts are at or below the amounts previously authorized.

SOLAR ENERGY, REBUILD PROJECT

Mr. Halfen referred to a letter from NTD Stichler Architects regarding the possibility of incorporating solar energy as a heating source for the new hospital. The cost of a solar energy system was not included in the original rebuild budget, however Mr. Halfen noted many grants are available to help cover the cost of systems of this type. If NIH is able to obtain a grant, it is likely that solar energy will be incorporated into the plans for the new facility.

COST OF LIVINT ADJUSTMENT (COLA)

Mr. Halfen asked the Board to approve a 2 percent Cost of Living Adjustment (COLA) to employee wages, beginning with the first full pay period of January 2007. He noted management's original intention was to grant a 1.6 COLA increase in January if the financial performance of the Hospital remained strong at that time. Following review of salary and cost of living trends, Mr. Halfen is now recommending a slightly higher increase of 2%. Following discussion it was suggested that the 1.6 COLA adjustment be approved at this time, to become effective as of the first full pay period in January 2007. It was moved by Ms.Calloway, seconded by John Ungersma, M.D., and passed to approve the 1.6 percent COLA adjustment to NIH employee wages, with Doctor Phillips and Peter Watercott abstaining from the vote.

CRITICAL ACCESS HOSPITAL UPDATE

Mr. Halfen reported the Hospital received designation as a Critical Access Hospital effective August 1 2006. The designation will initially affect cash flow negatively while patient services are re-billed to Medicare in order to receive a higher reimbursement rate. Mr. Halfen noted the Hospital will now apply for swing bed approval, and will ask for a higher number of swing beds than originally planned. The swing bed application process may take several months to complete, and policies and procedures regarding swing bed use and regulation are in the process of being developed.

PATIENT DUMPING

Mr. Halfen noted that patient "dumping" has become a healthcare issue in the Los Angeles area. When hospitals treat and release homeless patients they may not "dump" them back onto the street, but are instead obligated to deliver them to back to a homeless shelter in their area. Mr. Halfen anticipates that in the future California hospitals will be required to ensure homeless patients released from hospital care have housing for a specified amount of time following their discharge. Inyo County does not currently have a homeless shelter, so lodging for discharged homeless patients may be a challenge that will need to be addressed in the future.

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BOARD MEMBER RE-ELECTION

Mr. Halfen stated that Ms. Calloway and Mr. Watercott have successfully run for re-election to the Northern Inyo County Local Hospital District Board of Directors, for a term of four years. Officer nominations for the upcoming year were taken and voted upon as follows:

- President Peter Watercott (nominated by Doctor Ungersma, seconded by Doctor Phillips, and passed to approve)
- Vice President D. Scott Clark, M.D. (nominated by Doctor Phillips, seconded by Doctor Ungersma, and passed to approve)
- Secretary Pat Calloway (nominated by Doctor Phillips, seconded by Doctor Ungersma, and passed to approve)
- Treasurer John Ungersma, M.D. (nominated by Doctor Phillips, seconded by Mr. Watercott, and passed to approve)

Mr. Halfen congratulated the re-elected Board members and thanked those who were selected to serve as officers of the Board.

RADIOLOGY EQUIPMENT PURCHASE

Mr. Halfen called attention to a proposal to purchase digital Radiology equipment from GE Healthcare Financial Services. The proposal allows for leasing the equipment with a dollar buyout option at the end of 5 years. Interim Radiology Director Bill St Jean gave an overview of the equipment proposed for purchase, which included, among other things; digital mammography equipment, a 64-slice CT scanner, and a PACS system. Dr. Nesson spoke to the importance of purchasing state of the art life-saving imaging equipment, and noted the equipment will help bring additional revenue into the Hospital Mr. Halfen stated he is not asking to purchase a PACS system at this time, but will wait until other PACS system options have been thoroughly evaluated. Following discussion, Mr. Halfen recommended the Board approve the acquisition of the Radiology equipment for a total of \$3,914,323, and asked for authorization to order the digital mammography equipment as soon as possible. It was moved by Doctor Ungersma, seconded by Doctor Phillips, and passed to approve acquisition of the Radiology equipment as recommended. Mr. Halfen also requested the Board take action to adopt a corporate resolution to approve tax exempt financing for the purchase, per the information provided in the Board packet. It was moved by Doctor Clark, seconded by Ms. Calloway, and passed to adopt the resolution as presented.

GROUNDBREAKING CEREMONY

Mr. Halfen was pleased to report that the groundbreaking ceremony for the rebuild project will take place next Wednesday, December 13 at 10:00 am.

REGIONAL SERVICE PLANNING COMMISSION

Mr. Halfen also reported the Regional Service Planning Commission will not meet this month, and regular meetings will resume in January 2007. The item of most importance on the Commission's agenda for the next meeting will be an update of progress made toward reinstating an LVN training program in this area, through Cerro Coso Community College.

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CHIEF OF STAFF REPORT

Chief of Staff Taema Weiss, M.D. reported the Executive Committee met on November 7 and December 5 2006, and following careful review and consideration of recommendations of the Credentials Committee made the following recommendations to the District Board:

- 1. Appointment of Valley Emergency Physicians affiliate Doris Lin, M.D. to the NIH Provisional Active Medical Staff with requested privileges in emergency medicine;
- 2. Advancement of Staff member Jennie G. Walker, M.D., Valley Emergency Physicians affiliate, from NIH Provisional Medical Staff to NIH Active Medical Staff with privileges as previously granted;
- 3. Advancement of Staff neurologist Albert Douglas Will, M.D. from NIH Provisional Medical Staff to NIH Consulting Medical Staff with privileges as previously granted;
- 4. Reappointment to the NIH Medical Staff with requested privileges, for the period January 1, 2007 through December 31, 2008, as follows:
 - <u>Active Medical Staff</u>: Tomi L. Bortolazzo, M.D.; Charlotte C. Helvie, M.D.; Sudhir H. Kakarla, M.D.; Michael M. Karch, M.D.; John J. Perry, M.D.; Mark K. Robinson, M.D.; and Jennie G. Walker, M.D.
 - <u>Provisional Active Medical Staff</u>: Amanda J. Garner, M.D.; and Thomas J. Kozak, M.D.
 - Consulting Medical Staff: Gary N. Garshfield, M.D.; Marilou Terpenning, M.D.; and Edric B. Willes, M.D.

Dr. Weiss noted the committee's recommendation was made pursuant to careful review of each reappointment application and supporting documentation, including patient care data and peer review / performance evaluations. It was moved by Doctor Ungersma, seconded by Doctor Clark, and passed to approve the appointment of Doctor Lin, the advancement Doctor Walker, the advancement of Doctor Will, and the reappointments of all twelve physicians as recommended.

Dr. Weiss also stated the Executive Committee has recommended approval of the following Hospitalwide policies and procedures:

- Preoperative Early Pregnancy Testing Protocol
- Perinatal HIV Prevention Program
- Newborn Hepatitis B Vaccine
- (Newborn) Glucose Monitoring Protocol
- Propofol Use in Critical Care Areas

It was moved by Ms. Calloway, seconded by Doctor Phillips, and passed to approve all four policies and procedures as presented.

OLD BUSINESS

EMPLOYEE SATISFACTION SURVEY Mr. Halfen reported follow-up continues on the NIH Employee Satisfaction Survey taken in June. Department Heads were asked for suggestions to improve the ten least favorable areas of employee satisfaction, and their suggestions were compiled and included in the Board packet for review. Administration intends to move forward to make as many improvements as possible to the ten areas noted, but Mr. Halfen noted that even the top "least favorable item" had a 60% favorable response and a 40% unfavorable response. The action plan for improvement includes suggestions such as: improving communication between management and Hospital staff; enhancement of employee recognition programs; encouraging employee career advancement; invigorating the Hospital's PPAC Committee; improving employee/physician relations; and improving educational opportunities and tuition reimbursement programs for Hospital staff. Mr. Halfen will inform the Board if additional changes are implemented in an attempt to further improve employee satisfaction at NIH.

COMMUNICATIONS TOWER LEASE

Mr. Halfen stated he has received a draft agreement from Alltel Communications to renew their lease on the communications tower located on Hospital property. The proposed agreement is currently being reviewed and revised by District Legal Counsel Doug Buchanan, and when finalized will be submitted for Board approval. The draft agreement calls for Alltel paying a monthly rental fee of \$1,800 per month for the tower.

PURCHASE OF HONDA CRV

Mr. Halfen asked for Board approval to purchase a 4-wheel drive 2006 Honda CR-V to replace the 1983 Dodge Colt currently being used by Hospital staff. The CR-V would be used for a variety of purposes including regular runs between NIH and Mammoth Hospital, and is a much safer and more reliable vehicle than the one currently being used. It was moved by Doctor Clark, seconded by Ms. Calloway and passed to approve the acquisition of the Honda CR-V for the use of Hospital staff.

LETTER FROM PATRICK PLUNKETT, M.D.

Mr. Halfen called attention to a letter received from Patrick Plunkett, M.D. expressing his unhappiness with the manner in which an 805 claim was filed against him in 2005. Doctor Plunkett's letter does not appear to be a formal legal claim, but it has been forwarded to Beta Healthcare for review, and Carlo Coppo, Esq. has been assigned to look into the matter. At this time no further action is planned in regard to Doctor Plunkett's letter, but Mr. Halfen felt he should bring it to the attention of the Board.

NEW BUSINESS

DIGITAL MAMMOGRAPHY PROPOSAL Mr. Halfen stated he would like to use Tobacco Tax money received previously to pay for the digital mammography equipment that will be ordered in the next couple of weeks. It was moved by Doctor Clark, seconded by Ms. Calloway, and passed to approve using Tobacco Tax money to purchase digital mammography equipment.

BLOOD ANALYZER PURCHASE

Laboratory Directory Cathy Creekmur presented a proposal to purchase a blood analyzer for the Lab. Beckman Coulter is currently offering a promotion on the equipment, and by moving the purchase from a priority 2 to a priority 1 purchase in the budget the Hospital can realize a savings of over \$23,000 on the equipment. Following review of the proposal and equipment, it was moved by Doctor Clark, seconded by Ms. Calloway, and passed to approve the purchase of the blood analyzer as presented.

CONTRACT WITH ROBBIN CROMER-TYLER, M.D.

Mr. Halfen reported the contract between NIH and general surgeon Robbin Cromer-Tyler, M.D. is still being finalized, and will be presented for approval at the next regular meeting of the District Board.

ELECTRONIC HEALTH RECORD HARDWARE AND SOFTARE PURCHASE, RURAL HEALTH CLINIC

Rural Health Clinic (RHC) managers Tracy Aspel, R.N. and Stacy Brown, M.D. presented a proposal to purchase Electronic Health Record software for RHC. After 18 months of extensive research, they have determined that GE Centricity software is the most beneficial system for use at RHC. Doctor Brown reviewed the inefficiencies of the scheduling system currently in use, which includes: excessive paperwork; lack of electronic records; liability regarding patient privacy and storage of records; additional staffing needed to handle massive amount of paper records; difficulties with filing; the ability of paper charts to be in only one place at a time; and extreme inefficiencies in the use of employee time in general; all of which translate to lost revenue for the Hospital. It would not be cost effective to customize the Quadramed Affinity program for scheduling use at RHC, and the Affinity system unfortunately is not a suitable option for an outpatient clinic. The scheduling system purchase has been designated as a priority 1 purchase on this year's budget, and the cost to purchase the system is \$76,000. Following review and discussion, it was moved by Doctor Clark, seconded by Ms. Calloway, and passed to approve the purchase of GE Centricity software for RHC as presented.

TERASON COLOR DOPPLER ULTRASOUND PURCHASE Mr. Hafen called attention to a proposal to purchase a color doppler ultrasound system for the Surgery unit. Barbara Stuhaan, RN, Surgery unit nurse manager, explained the Hospital has been borrowing Doctor Clark's ultrasound equipment for five years, which is probably an excessive amount of time to take advantage of his generously. Ms. Stuhaan explained the system proposed for purchase is used for vascular access, has the capability of being used to locate breast cysts and masses, can pinpoint nerve location for blocks, and is used for abdominal imaging particularly useful in operative obstetrics. An increasing number of physicians are having the need to use an ultrasound system on a regular basis. Upon researching the products available, Ms. Stuhaan has found the Terason system to be superior to the others, and the cost of the equipment is \$40,000. It was moved by Doctor Ungersma, seconded by

Northern Inyo Hospital Bo Regular Meeting	ard of Directors	December 6, 2006 Page 7 of 7
	Ms. Calloway, and passed to approve the p doppler system as presented.	ourchase of the Terason color-
ACCEPT BIDS FOR CONSTRUCTION PROJECT	Mr. Halfen stated the construction bids list meeting have already been reviewed and a there is no longer any need to discuss them	pproved by the Board, and
BOARD MEMBER REPORTS	Mr. Watercott asked if any members of the report on any items of interest. No reports	Board of Directors wished to were heard.
OPPORTUNITY FOR PUBLIC COMMENT	Mr. Watercott asked if any members of the Board on any items listed on the agenda for were heard.	public wished to address the r this meeting. No comments
ADJOURNMENT TO CLOSED SESSION	At 8:26 pm, Mr. Watercott announced the relosed session to allow the Board of Direct A. Hear reports on the Hospital quality ass report from the Medical staff Executive the Health and Safety Code, and Govern	ors to: ourance activities, and hear a c Committee (Section 32155 or
RETURN TO OPEN SESSION	At 8:33 pm, the meeting was returned to op announced the Board took no reportable act	en session. Mr. Watercott
OPPORTUNITY FOR PUBLIC COMMENT	In keeping with the Brown act, Mr. Waterco of the public wished to address the Board of agenda for this meeting, or on any items of heard.	n any items listed on the
ADJOURNMENT	The meeting was adjourned at 8:34 p.m.	
	Peter Watercott, President	dent

Patricia Ann Calloway, Secretary

Attest:

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CALL TO ORDER The meeting was called to order at 12:32 p.m. by Peter Watercott, President. PRESENT Peter Watercott, President D. Scott Clark, M.D., Vice President John Ungersma, M.D., Treasurer ALSO PRESENT John Halfen, Administrator Doug Buchanan, Esq., Hospital District Legal Counsel Sandy Blumberg, Administrative Secretary ABSENT Pat Calloway, Secretary Michael Phillips, M.D. Taema Weiss, M.D., Chief of Staff ALSO PRESENT FOR RELEVANT PORTION(S) PUBLIC COMMENTS ON AGENDA Mr. Watercott asked if any members of the public wished to address to Board on any items listed on the agenda for this meeting. No common were heard. CLOSED SESSION At 12:32 pm the Board adjourned to closed session to: A. Confer with legal counsel regarding a claim filed by Patrick A Plunkett, M.D. against Northern Inyo County Local Hospital District (Government Code Section 54956.9(a)). RETURN TO OPEN SESSION At 12:35 pm the meeting was returned to open session. Mr. Watercott reported the Board voted to reject a claim filed by Patrick Plunkett, M as late. PUBLIC COMMENT In keeping with the Brown Act, Mr. Watercott again asked if any members of the public wished to address the Board on any items listed the agenda for this meeting, or on any items of interest. No comments were heard.	Northern Inyo Hospital Boar Special Meeting	d of Directors	December 20, 2006 Page 1 of 1
PRESENT Peter Watercott, President D. Scott Clark, M.D., Vice President John Ungersma, M.D., Treasurer ALSO PRESENT John Halfen, Administrator Doug Buchanan, Esq., Hospital District Legal Counsel Sandy Blumberg, Administrative Secretary Michael Phillips, M.D. Taema Weiss, M.D., Chief of Staff ALSO PRESENT FOR RELEVANT PORTION(S) PUBLIC COMMENTS ON AGENDA Mr. Watercott asked if any members of the public wished to address to Board on any items listed on the agenda for this meeting. No common were heard. CLOSED SESSION At 12:32 pm the Board adjourned to closed session to: A. Confer with legal counsel regarding a claim filed by Patrick A Plunkett, M.D. against Northern Inyo County Local Hospital District (Government Code Section 54956.9(a)). RETURN TO OPEN SESSION At 12:35 pm the meeting was returned to open session. Mr. Watercott reported the Board voted to reject a claim filed by Patrick Plunkett, M as late. PUBLIC COMMENT In keeping with the Brown Act, Mr. Watercott again asked if any members of the public wished to address the Board on any items listed the agenda for this meeting, or on any items of interest. No comments			
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ADJOURNMENT The meeting was adjourned at 12:38 pm.	ADJOURNMENT	The meeting was adjourned at 12:38 pm.	

Patricia Ann Calloway, Secretary

Attest:

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BUDGET VARIANCE ANALYSIS

Nov-06 PERIOD ENDING

In the month, NiH was

19%	over budget in IP days and under in OP Revenue resulting in
\$ (123,356)	(-2.1%) under in gross patient revenue from budget and
\$ 270,065	(7.5%) over in net patient revenue from budget

Total Expenses were:

\$ (236,938)	(-7.2%)	under budget. Wages and Salaries were
\$ (107,493)	(-8.8%)	under budget and Employee Benefits were
\$ 17,667	(2.3%)	over budget
\$ 117,468			of other income resulted in a net gain of
\$ 921,181		\$ 440,856	over budget.

The following expense areas were over budget for the month:

\$ 43,420	20%	Professional Fees; Contract Staff & Physicians
\$ 16,389	11%	Other Expenses

Other Information:

35.41%	Contractual Percentages for month
43.56%	Contractual Percentages for Year
2 107 659	Vear-to-date Net Pevenue

We have received CAH Designation causing the sharp drop in contractual percentages for the month and correcting the year contractuals.

Balance Sheet November 30, 2006

As.	sets
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	Current Month	Prior Month	FYE 2006
Current assets:			
Cash and cash equivalents	931,342	3,781,887	3,148,845
Short-term investments	9,089,216	8,839,216	6,637,435
Assets limited as to use	539,908	272,587	603,039
Plant Expansion and Replacement Cash	15,818,732	15,757,284	15,515,948
Other Investments (Partnership)	369,561	369,561	369,561
Patient receivable, less allowance for doubtful			-
accounts 523,721	7,647,775	5,808,003	6,374,400
Other receivables	501,043	161,214	212,005
Inventories	1,946,442	1,951,773	1,897,120
Prepaid expenses	459,129	485,875	470,018
Total current assets	37,303,147	37,427,401	35,228,370
Assets limited as to use:			
Internally designated for capital acquisitions	739,012	738,130	652,606
Specific purpose assets	25,535	25,535	474,914
	764,547	763,665	1,127,520
Revenue bond construction funds held by trustee	1,032,481	965,952	1,632,595
Less amounts required to meet current obligations	539,908	272,587	603,039
Net Assets limited as to use:	1,257,119	1,457,029	2,157,076
Long-term investments	8,307,321	8,307,321	8,307,321
Property and equipment, net of accumulated			
depreciation and amortization	11,684,132	11,425,384	10,895,169
Unamortized bond costs	341,843	342,328	344,269
Total assets	58,893,563	58,959,463	56,932,206

Balance Sheet November 30, 2006

Liabilities and net assets

Liuonines una nei asseis	Current Month	Prior Month	FYE 2006
Current liabilities:			
Current maturities of long-term debt	180,000	180,000	235,000
Accounts payable	448,789	489,594	683,397
Accrued salaries, wages and benefits	2,936,850	3,457,047	2,954,330
Accrued interest and sales tax	260,713	165,413	168,166
Deferred income	344,014	(42,819)	97,853
Due to third-party payors	2,695,132	3,603,021	2,864,110
Due to specific purpose funds	-	, , , <u>-</u>	-
Total current liabilities	6,865,499	7,852,256	7,002,857
Long-term debt, less current maturities Bond Premium	22,450,000	22,450,000	22,450,000
Total long-term debt	414,709 22,864,709	415,915 22,865,915	431,586 22,881,586
Net assets: Unrestricted	29,137,820	28,215,757	26,572,849
Temporarily restricted	25,535	25,535	474,914
Total net assets	29,163,354	28,241,292	27,047,763
Total liabilities and net assets	58,893,563	58,959,463	56,932,206

Statement of Operations

As of November 30, 2006

			MTD	MTD			YTD	YTD
	MTD Actual	MTD Budget	Variance \$	Variance %	VTD Actual	VTD Budget	Variance S	Variance %
-	WIID Actual	WIID Budget	v ar rance 5		1 1 D Actual	YTD Budget	variance 5	70
Unrestricted revenues, gains and								
other support:								
In-patient service revenue:								
Routine	601,537	557,910	43,627	7.8	2,840,449	2,789,550	50,899	1.8
Ancillary	2,269,856	2,122,312	147,544	7.0	9,703,409	10,611,560	(908,151)	(8.6)
Total in-patient service revenue	2,871,393	2,680,222	191,171	7.1%	12,543,857	13,401,110	(857,253)	-6.4%
Out-patient service revenue	3,035,687	3,350,214	(314,527)	(9.4)	16,432,432	16,751,070	(318,638)	(1.9)
Gross patient service revenue	5,907,080	6,030,436	(123,356)	(2.10)	28,976,290	30,152,180	(1,175,890)	(3.9)
Less deductions from patient service revenue:								
Patient service revenue adjustments	119,551	131,706	12,155	9.2	626,528	658,530	32,002	4.9
Contractual adjustments	1,913,119	2,294,385	381,266	16.6	11,311,197	11,471,925	160,728	1.4
Total deductions from patient	1,2.2,1.12	2,271,505	301,200	10.0	11,511,177	11,471,723	100,728	1.4
service revenue	2,032,670	2,426,091	393,421	16.2	11,937,726	12,130,455	192,729	1.6
Net patient service revenue	3,874,410	3,604,345	270,065	7%	17,038,564	18,021,725	(983,161)	-5%
Other revenue	25,031	20,957	4,074	19.4	127,754	104,785	22,969	21.9
T-4-1						· · · · · · · · · · · · · · · · · · ·		W-11.
Total revenue, gains and other	2 900 440	2 (25 202	274 120	10.5	17.177.217	10.107.710	(0(0,100)	• • •
support	3,899,440	3,625,302	274,138	19.5	17,166,317	18,126,510	(960,193)	21.8
Expenses:								
Salaries and wages	1,110,426	1,217,919	107,493	8.8	5,689,394	6,089,595	400 201	
Employee benefits	798,519	780,852	(17,667)	(2.3)	3,619,784	3,904,260	400,201 284,476	6.6
Professional fees	260,138	216,718	(43,420)	(20.0)	1,193,766	1,083,590	(110,176)	7.3
Supplies	382,466	475,251	92,785	19.5	2,170,039	2,376,255	206,216	(10.2) 8.7
Purchased services	133,542	161,810	28,268	17.5	687,533	809,050	121,517	15.0
Depreciation	130,352	136,247	5,895	4.3	643,866	681,235	37,369	5.5
Interest	33,043	33,043	(0)	-	165,216	165,215	(1)	<i>5.5</i> -
Bad debts	58,849	138,823	79,974	57.6	684,288	694,115	9,827	1.4
Other	170,861	154,472	(16,389)	(10.6)	771,603	772,360	757	0.1
Total expenses	3,078,197	3,315,135	236,938	7.2	15,625,489	16,575,675	950,186	5.7
Operating income (loss)	821,244	310,167	511,077	12.3	1 540 920	1 550 925	(10,000)	16.1
	021,244	310,107	311,077	12.3	1,540,829	1,550,835	(10,006)	16.1
Other income:								
District tax receipts	35,168	102,713	(67,545)	(65.8)	175,840	513,565	(337,725)	(65.8)
Interest	78,624	70,588	8,036	11.4	385,580	352,940	32,640	9.3
Other	3,675	15,785	(12,110)	(76.7)	21,648	78,925	(57,277)	(72.6)
Grants and Other Non-Restricted							, ,	, ,
Contributions	-	121	(121)	(100.0)	83,464	605	82,859	13,695.7
Partnership Investment Income	-	-		N/A		·-	-	N/A
Total other income, net	117,468	189,207	(71,739)	(38)	666,532	946,035	(279,503)	(29.5)
Non-Operating Expense								
Medical Office Expense	11 110	12.050	0.740	10.0				
Urology Office	11,110	13,858	2,748	19.8	49,112	69,290	20,178	29.1
Total Non-Operating Expense	6,420	5,191	(1,229)	(23.7)	50,590	25,955	(24,635)	(94.9)
Total Non-Operating Expense	17,530	19,049	1,519	8.0	99,702	95,245	(4,457)	(4.7)
Excess (deficiency) of revenues								
over expenses =	921,181	480,325	440,856	91.8	2,107,659	2,401,625	(293,966)	(12.2)

NORTHERN INYO HOSPITAL Statement of Operations-Statistics As of November 30, 2006

			Month	Variance			Year	Year	r
	Month Actual	Month Budget	Variance	Percentage	YTD Actual	YTD Budget	Variance	Percentage	ıtage
Operating statistics:									
Beds	25.00	32.00	N/A	N/A	25.00	32.00	N/A	N/A	
Patient days	323.00	271.00	52.00	1.19	1,543.00	1,355.00	188.00		1.14
Maximum days per bed capacity	750.00	00.096	N/A	N/A	3,825.00	4,800.00	N/A	N/A	
Percentage of occupancy	43.07	28.23	14.84	1.53	40.34	28.23	12.11	_	1.43
Average daily census	10.77	9.03	1.7		10.08	9.03	1.05	10	1.12
Average length of stay	3.14	3.08	0.06		3.14	3.08	90.0	,0	1.02
Discharges	103.00	88.00	15.00		491.00	440.00	51.00	_	1.12
Admissions	100.00	89.00	11.00	1.12	498.00	445.00	53.00	_	1.12
Gross profit-revenue depts.	3,911,707.18	3,937,409.00	(25,701.82)	_	19,012,781.49	19,687,045.00	(674,263.51)	<u> </u>	0.97
Percent to gross patient service revenue:									
Deductions from patient service revenue and bad									
debts	35.41	42.63	(7.2		43.63	42.63	0.1	_	1.02
Salaries and employee benefits	32.28	33.14	(0.86)	(6) 0.97	32.08	33.14	(1.06)	(6	0.97
Occupancy expenses	3.05	3.08	(0.0)		3.09	3.08	0.0		1.00
General service departments	5.28	5.17	0.1		5.31	5.17	0.1	_	1.03
Fiscal services department	4.33	4.54	(0.2		4.19	4.54	(0.3	2)	0.92
Administrative departments	4.65	5.16	(0.5		4.56	5.16	9.0)	<u> </u>	0.88
Operating income (loss)	13.61	4.83	8.7		5.26	4.83	0.4		1.09
Excess (deficiency) of revenues over expenses	15.59	7.97	7.6		7.27	7.97	(0.70)	<u> </u>	0.91
Payroll statistics:									
Average hourly rate (salaries and benefits)	37.38	40.34	(2.9	7) 0.93	37.44	40.34	(2.9	<u> </u>	0.93
Worked hours	41,204.23	42,077.00	(872.77)	7) 0.98	214,564.53	208,381.00	6,183.5	~	1.03
Paid hours	51,022.93	49,534.00	1,488.93		248,303.78	247,670.00	633.7	~	1.00
Full time equivalents (worked)	239.56	243.22	(3.6	96.0	246.06	240.90	5.1	,0	1.02
Full time equivalents (paid)	296.64	286.32	10.32		284.75	286.32	(1.57)	2	0.99

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

Statements of Changes in Net Assets

As of November 30, 2006

	Month-to-date	Year-to-date
Unrestricted net assets:		
Excess (deficiency) of revenues over expenses	921,181.01	2,107,658.80
Net Assets due/to transferred from unrestricted	-	(82,714.25)
Net assets released from restrictions		•
used for operations	-	453,620.00
Net assets released from restrictions		
used for payment of long-term debt	-	-
Contributions and interest income	881.71	86,406.00
Increase in unrestricted net assets	922,062.72	2,564,970.55
Temporarily restricted net assets:		
District tax allocation	-	3,542.53
Net assets released from restrictions	-	(453,620.00)
Restricted contributions	-	254.91
Interest income	-	443.50
Increase (decrease) in temporarily restricted net assets	-	(449,379.06)
Increase (decrease) in net assets	922,062.72	2,115,591.49
Net assets, beginning of period	28,241,291.76	27,047,762.99
Net assets, end of period	29,163,354.48	29,163,354.48

Statements of Cash Flows

As of November 30, 2006

	Month-to-date	Year-to-date
Cash flows from operating activities:		
Increase (decrease) in net assets	922,062.72	2,115,591.49
Adjustments to reconcile excess of revenues	,	-
over expenses to net cash provided by		
operating activities:		
Depreciation	130,351.52	643,865.68
Provision for bad debts	58,849.21	684,287.90
Loss (gain) on disposal of equipment	-	-
(Increase) decrease in:		
Patient and other receivables	(2,238,449.73)	(2,246,700.60)
Other current assets	32,078.23	(38,432.89)
Plant Expansion and Replacement Cash	(61,447.82)	(302,783.39)
Increase (decrease) in:	(,,,	(===,,==,)
Accounts payable and accrued expenses	(78,868.98)	86,619.49
Third-party payors	(907,888.38)	(168,977.38)
Net cash provided (used) by operating activities	(2,143,313.23)	773,470.30
. , , , , , , , , , , , , , , , , , , ,		
Cash flows from investing activities:		
Purchase of property and equipment	(389,100.01)	(1,432,828.62)
Purchase of investments	(250,000.00)	(2,451,781.07)
Proceeds from disposal of equipment	•	-
Net cash provided (used) in investing activities	(639,100.01)	(3,884,609.69)
Cash flows from financing activities:		
Long-term debt	(1,206.25)	(71,877.00)
Issuance of revenue bonds	(66,529.37)	600,113.88
Unamortized bond costs	485.24	2,426.20
Increase (decrease) in donor-restricted funds, net	(881.71)	362,973.06
Net cash provided by (used in) financing activities	(68,132.09)	893,636.14
Increase (decrease) in cash and cash equivalents	(2,850,545.33)	(2,217,503.25)
Cash and cash equivalents, beginning of period	3,781,887.32	3,148,845.24
Cash and cash equivalents, end of period	931,341.99	931,341.99

Northern Inyo Hospital Summary of Cash and Investment Balances Calendar Year 2006

Operations Checking Account

Time Deposit Month-End Balances

اح	Deposits	Disbursements	Balance at End of Month	Premium Interest Checking	Investment Operations Fund	Bond and Interest Fund (2)	Equipment Donations Fund	Childrens Fund	Scholarship Fund	Tobacco Settlement Fund	Total Revenue Bond Fund	Project Revenue Bond Fund	General Obligation Bond Fund
503,459 2,956,639 2,747,467	2,747,467		712,630	1,515,896	14,369,650	405,366	19,073	2,789	5,462	619,624	2,064,655	1,354,819	15,228,009
2,872,585 2,729,386	2,729,386		855,830	1,522,540	14,060,252	405,366	19,073	2,789	5,462	620,110	2,110,126	1,354,822	15,274,852
855,830 3,154,458 3,317,840	3,317,840		692,448	1,528,083	14,462,252	405,677	19,086	2,791	5,465	620,684	1,893,590	1,092,699	15,330,565
692,448 4,468,398 3,568,419	3,568,419		1,592,427	1,533,222	14,281,849	201,464	19,086	2,791	5,465	626,433	1,939,392	1,092,702	15,382,132
1,592,427 2,852,264 3,493,876	3,493,876		950,815	1,539,308	14,932,849	466,295	19,086	2,791	5,465	627,096	1,779,338	867,196	15,443,286
950,815 3,272,613 3,109,328	3,109,328		1,114,100	1,544,902	14,932,849	466,576	24,896	2,793	5,469	627,709	1,632,595	867,200	15,499,501
1,114,100 2,592,650 2,845,491	2,845,491		861,259	1,550,786	15,713,474	434,758	24,896	2,793	5,724	628,384	1,121,978	310,860	15,558,623
3,563,476 3,206,915	3,206,915		1,217,820	1,556,826	15,588,531	466,576	24,896	2,793	5,724	629,066	1,167,917	310,864	15,619,307
1,217,820 2,891,026 2,829,293	2,829,293		1,279,553	1,562,539	16,338,426	435,194	24,970	2,796	5,729	629,705	1,214,051	310,866	15,676,672
1,279,553 3,513,782 3,902,742	3,902,742		890,593	1,568,930	17,134,630	16,934	24,970	2,796	5,729	713,160	965,952	16,501	15,740,837
4,105,103 4,512,789	4,512,789		482,906	74,468	17,384,630	16,934	25,100	2,796	5,729	713,912	1,032,481	16,530	15,802,765
233,343 3,726,751 3,456,635	3,456,635		503,459	1,011,394	14,499,600	405,366	19,073	2,789	5,462	619,106	2,222,618	1,558,120	15,175,801

(1) The difference between the Total and Project Revenue Bond Funds represents amounts held by the trustee to make payments on the District's behalf and about \$575,000 to cover the Bond Reserve Account Requirement with respect to the Series 1998 Bonds. The Project amount represents the balance available to spend on the building project; however, the district accumulates invoices and only requests reimbursement quarterly. (2) The Bond and Interest Fund now contains the Debt Service amount from the County for both the original Bond and the 2005 Bond. Notes:

Northern Inyo Hospital

Investments as of 11/30/2006

			11 () () () () () () () () () (
	Purchase Dt	Maturity Dt	Institution	Rate	Principal
1	11/2/2006	12/1/2006	Local Agency Investment Fund	5.13%	282,224.42
2	11/2/2006	12/1/2006	Local Agency Investment Fund	5.13%	4,327,497.60
3	10/27/2006	1/25/2007	United States Treasury Bills	4.91%	504,887.93
4	7/31/2006	1/25/2007	United States Treasury Bills	5.06%	250,810.00
5	12/19/2003	3/19/2007	Camden National Bank ME	3.00%	97,000.00
6	3/11/2004	3/19/2007	Commercial Savings Bank	2.75%	98,000.00
7	3/19/2004	3/19/2007	Summit State Bank	3.00%	99,000.00
8	3/28/2005	3/23/2007	Discover Bank	4.00%	100,000.00
9	7/27/2005	4/27/2007	Federal Home Loan Bank-MBS	4.00%	250,000.00
10	5/7/2004	5/7/2007	Five Star Bank Natomas	3.31%	99,000.00
11	5/11/2004	5/11/2007	Bear Stearns Security	3.25%	1,000,000.00
12	6/22/2005	6/22/2007	Federal Home Loan Bank-FNC	4.00%	1,000,000.00
13	7/8/2005	6/29/2007	FANNIE MAE FNMA-MBS	4.00%	500,000.00
14	7/5/2005	7/5/2007	Federal Home Loan Bank-MBS	4.00%	500,000.00
15	3/14/2006	9/14/2007	Federal Home Loan Bank-FNC	5.13%	600,000.00
16	11/15/2006	11/15/2007	Federal Home Loan Bank-FNC	5.35%	500,000.00
17	11/28/2005	11/28/2007	Federal Home Loan Bank-MBS	5.00%	500,000.00
18	8/19/2006	12/1/2007	Cantella & Co., Inc	4.50%	92,487.08
19	12/27/2005	12/27/2007	Federal Home Loan Bank-FNC	5.00%	500,000.00
20	1/24/2003	1/24/2008	Capital One Bank	4.31%	100,000.00
21	1/24/2003	1/24/2008	Capital One, F.S.B.	4.30%	100,000.00
22	1/24/2003	1/24/2008	Key Bank USA	3.50%	100,000.00
23	3/18/2005	3/18/2008	First Federal Bank	4.00%	100,000.00
24	12/14/2004	5/27/2008	Cantella & Co., Inc	3.50%	225,000.00
25	3/11/2005	6/11/2008	Community Bank	4.00%	98,000.00
26	3/11/2005	6/11/2008	Equity Bank	4.00%	100,000.00
27	1/30/2006	7/28/2008	Federal Home Loan Bank-FNC	5.00%	500,000.00
28	4/21/2005	10/7/2008	Federal Home Loan Bank-MBS	4.00%	1,335,000.00
29	10/15/2003	10/15/2008	R-G Crown Bank	4.00%	97,000.00
30	10/31/2005	10/27/2008	Federal Home Loan Bank-MBS	5.00%	500,000.00
31	5/26/2005	11/26/2008	Federal Home Loan Bank-FNC	4.50%	1,000,000.00
32	12/15/2003	12/15/2008	Bear, Stearns Securities	3.00%	300,000.00
33	1/4/2005	1/5/2009	Mututal Bank	4.36%	99,000.00
34	1/7/2004	1/7/2009	Bear Stearns Security	4.08%	100,000.00
35	8/19/2006	11/1/2009	Cantella & Co., Inc	4.50%	131,723.37
36	12/30/2004	12/30/2009	Capital City Bank and Trust	4.75%	99,000.00
37	4/22/2005	4/22/2010	Bank of Waukegan	4.75%	99,000.00
38	2/24/2006	2/24/2011	Federal Home Loan Bank-MBS	6.00%	1,000,000.00
			Total	\$ 1	7,384,630.40

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Financial Indicators

	Target	Nov-06	Oct-06	Sep-06	Aug-06	Jul-06	90-unf	May-06	Apr-06	Mar-06	Feb-06	Jan-06	Dec-05
Current Ratio	>1.5-2.0	5.43	5.43 4.77	4.65	4.77	4.71	5.03	4.99	5.05	4.76	4.77	4.93	5.02
Quick Ratio	>1.33-1.5	5.01	4.44	4.33	4.41	4.36	4.66	4.70	4.75	4.44	4.37	4.62	4.69
Days Cash on Hand >75	>75	339.70	363.56	324.75	330.63	305.76	390.80	336.95	330.17	284.11	326.36	295.71	294.69

Investments as of 11/30/2006

0.0000000000000000000000000000000000000	Purchase Dt	Maturity Dt	Institution	Broker	Rate	Principal
1	11/2/2006	12/1/2006	Local Agency Investment Fund	Northern Inyo Hospital	5.13%	282,224.42
2	11/2/2006	12/1/2006	Local Agency Investment Fund	Northern Inyo Hospital	5.13%	4,327,497.60
3	10/27/2006	1/25/2007	United States Treasury Bills	WM Financial Services	4.91%	504,887.93
4	7/31/2006	1/25/2007	United States Treasury Bills	WM Financial Services	5.06%	250,810.00
5	12/19/2003	3/19/2007	Camden National Bank ME	Financial Northeaster Corp.	3.00%	97,000.00
6	3/11/2004	3/19/2007	Commercial Savings Bank	United Portfolio Management	2.75%	98,000.00
7	3/19/2004	3/19/2007	Summit State Bank	United Portfolio Management	3.00%	99,000.00
8	3/28/2005	3/23/2007	Discover Bank	Financial Northeaster Corp.	4.00%	100,000.00
9	7/27/2005	4/27/2007	Federal Home Loan Bank-MBS	Multi-Bank Service	4.00%	250,000.00
10	5/7/2004	5/7/2007	Five Star Bank Natomas	United Portfolio Management	3.31%	99,000.00
11	5/11/2004	5/11/2007	Bear Stearns Security	Financial Northeaster Corp.	3.25%	1,000,000.00
12	6/22/2005	6/22/2007	Federal Home Loan Bank-FNC	Financial Northeaster Corp.	4.00%	1,000,000.00
13	7/8/2005	6/29/2007	FANNIE MAE FNMA-MBS	Multi-Bank Service	4.00%	500,000.00
14	7/5/2005	7/5/2007	Federal Home Loan Bank-MBS	Multi-Bank Service	4.00%	500,000.00
15	3/14/2006	9/14/2007	Federal Home Loan Bank-FNC	Financial Northeaster Corp.	5.13%	600,000.00
16	11/15/2006	11/15/2007	Federal Home Loan Bank-FNC	Financial Northeaster Corp.	5.35%	500,000.00
17	11/28/2005	11/28/2007	Federal Home Loan Bank-MBS	Multi-Bank Service	5.00%	500,000.00
18	8/19/2006	12/1/2007	Cantella & Co., Inc	Gemini Financial Services, LLC	4.50%	92,487.08
19	12/27/2005	12/27/2007	Federal Home Loan Bank-FNC	Financial Northeaster Corp.	5.00%	500,000.00
20	1/24/2003	1/24/2008	Capital One Bank	Gemini Financial Services, LLC	4.31%	100,000.00
21	1/24/2003	1/24/2008	Capital One, F.S.B.	Gemini Financial Services, LLC	4.30%	100,000.00
22	1/24/2003	1/24/2008	Key Bank USA	Gemini Financial Services, LLC	3.50%	100,000.00
23	3/18/2005	3/18/2008	First Federal Bank	Financial Northeaster Corp.	4.00%	100,000.00
24	12/14/2004	5/27/2008	Cantella & Co., Inc	Gemini Financial Services, LLC	3.50%	225,000.00
25	3/11/2005	6/11/2008	Community Bank	Financial Northeaster Corp.	4.00%	98,000.00
26	3/11/2005	6/11/2008	Equity Bank	Financial Northeaster Corp.	4.00%	100,000.00
27	1/30/2006	7/28/2008	Federal Home Loan Bank-FNC	Financial Northeaster Corp.	5.00%	500,000.00
28	4/21/2005	10/7/2008	Federal Home Loan Bank-MBS	Multi-Bank Service	4.00%	1,335,000.00
29	10/15/2003	10/15/2008	R-G Crown Bank	Financial Northeaster Corp.	4.00%	97,000.00
30	10/31/2005	10/27/2008	Federal Home Loan Bank-MBS	Multi-Bank Service	5.00%	500,000.00
31	5/26/2005	11/26/2008	Federal Home Loan Bank-FNC	Financial Northeaster Corp.	4.50%	1,000,000.00
32	12/15/2003	12/15/2008	Bear, Stearns Securities	Multi-Bank Service	3.00%	300,000.00
33	1/4/2005	1/5/2009	Mututal Bank	Financial Northeaster Corp.	4.36%	99,000.00
34	1/7/2004	1/7/2009	Bear Stearns Security	Financial Northeaster Corp.	4.08%	100,000.00
35	8/19/2006	11/1/2009	Cantella & Co., Inc	Gemini Financial Services, LLC	4.50%	131,723.37
36	12/30/2004	12/30/2009	Capital City Bank and Trust	Financial Northeaster Corp.	4.75%	99,000.00
37	4/22/2005	4/22/2010	Bank of Waukegan	Financial Northeaster Corp.	4.75%	99,000.00
38	2/24/2006	2/24/2011	Federal Home Loan Bank-MBS	Multi-Bank Service	6.00%	1,000,000.00
			Total		\$1	7,384,630.40

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NORTHERN INYO HOSPITAL STATISTICS

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Northern Inyo Hospital Monthly Report of Capital Expenditures Fiscal Year Ending JUNE 30, 2005 As of November 30, 2006

MONTH APPROVED

BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
FY 1995-96	Hospital Information System	\$1,300,000
	AMOUNT APPROVED BY THE BOARD IN PRIOR FISCAL YEARS TO BE EXPENDED IN THE CURRENT FISCAL YEAR	1,300,000
FY 2006-07	Philips Biphasic Defibrillators (eight)	101,388 *
	Crash Carts	15,735 *
	Urology Office Equipment & Charts (Purchased from Dr. Evantov) (Half of \$35,000 buy-up amount)	18,856 *
	Platelet Incubator/Agitator Purchase (non-budget)	2,600
	Computer Backup/Disaster Recovery Upgrade	77,124 *
	Virtual Servers	40,677 *
	QuadraMed Tempus One Scheduling System (Includes Surgery Module)	233,750
	AMOUNT APPROVED BY THE BOARD IN THE CURRENT FISCAL YEAR TO BE EXPENDED IN THE CURRENT FISCAL YEAR	490,130
	Amount Approved by the Board in Prior Fiscal Years to be Expended in the Current Fiscal Year	1,300,000
	Amount Approved by the Board in the Current Fiscal Year to be Expended in the Current Fiscal Year	490,130
	Year-to-Date Board-Approved Amount to be Expended	1,536,350
	Year-to-Date Administrator-Approved Amount Actually Expended in Current Fiscal Year	350,119 * 253,780 *
	TOTAL FUNDS APPROVED TO BE EXPENDED	2,140,249
	Total-to-Date Spent on Incomplete Board Approved Expenditures (Hospital Information System and Building Project)	1,199,399

Northern Inyo Hospital Monthly Report of Capital Expenditures Fiscal Year Ending JUNE 30, 2005 As of November 30, 2006

MONTH APPROVED

BY BOARD DESCRIPTION OF APPROVED CAPITAL EXPENDITURES Reconciling Totals:	AMOUNT
Actually Capitalized in the Current Fiscal Year Total-to-Date Plus: Lease Payments from a Previous Period Less: Lease Payments Due in the Future Less: Funds Expended in a Previous Period Plus: Other Approved Expenditures	603,899 0 0 0 0 1,536,350
ACTUAL FUNDS APPROVED IN THE CURRENT FISCAL YEAR TOTAL-TO-DATE	2,140,249
Donations by Auxiliary Donations by Hospice of the Owens Valley Donations by Others	0 0 0
	0

^{*}Completed Purchase

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

^{**}Completed in prior fiscal year

Northern Inyo Hospital Monthly Report of Capital Expenditures Fiscal Year Ending JUNE 30, 2005 As of November 30, 2006

AMOUNT

BY BOARD DESCRIPTION OF APPROVED CAPITAL EXPENDITURES

MONTH
APPROVED

Board Approved Construction and Remodel amounts to be Reimburse from Revenue Bonds:		
FY 1996-97	Central Plant and Emergency Power Generator	3,000,884 **
FY 1997-98	Administration/Office Building (Includes Furniture and Landscaping)	1,617,772 **
FY 2000-01	New Water Line Construction	89,962 **
FY 2001-02	22 Siemens ICU Patient Monitoring Equipment 170,2	
	Central Plant and Emergency Power Generator OSHPD Fee	18464.5 **
FY 2003-04	Emergency Room Remodel (Included in New Building & Remodel)	0
FY 2004-05	Emergency Room Remodel (add to \$500,000) (In New Building & Remodel)	0
FY 2005-06	Hospital Building and Remodel	39,500,000
FY 2005-06	Construction Cost Overrun Approval	15,250,000
	Total-To-Date Board Approved Construction Amounts to be reimbursed from Revenue Bonds & General Obligation Bond	59,647,328

Total-To-Date Spent on Construction In Progress from Rev Bonds for Incomplete Projects (Includes Architect Fees for Future Phases)

^{*}Completed Purchase

Northern Inyo Hospital Monthly Report of Capital Expenditures Fiscal Year Ending JUNE 30, 2005 As of November 30, 2006

Administrator-Approved Item(s) Month Ending October 31, 2006	Department	Amount	Month Total 18,921	Grand Total 350,119
No Administrator Approved Assets in Nov	vember	0		
Month Ending November 30, 2006			0	350,119

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NOTICE OF AVAILABILITY OF CHARITY DISCOUNTS

It is the policy of the Northern Inyo County Local Hospital District to provide a reasonable amount of care without, or below charge to people who are uninsured or under insured, or an individual with high medical costs. Individuals within the annual income requirements established below may be eligible to receive free medical care.

Size of Family Unit	Poverty Income Guidelines
1	\$ 34,300
2	\$ 46,200
3	\$ 58,100
4	\$ 70,000
5	\$ 81,900
6	\$ 93,800
7	\$105,700
8	\$117,600

For family units with more than eight members, add \$11,900 for each additional member.

If you believe you may be eligible to receive charity care, or would like an application, you should contact the Northern Inyo Hospital Social Services Department at (760) 873-2141, or the Hospital's Business Office at (760) 873-2190.

Charity eligibility should be established for patients at the time of admission, or as soon after admission as possible. Accounts that have been assigned to a collection agent by the hospital are not eligible for Charity Care Discounts.

The Hospital will make a written determination of whether or not you are entitled to receive services at no charge within five working days of receipt of your written request for charity care.

John Halfen, Administrator



STATE AND FEDERAL NEWS FOR CALIFORNIA HEALTH CARE LEADERS

>Implementation of Charity Care Legislation Is Jan. 1

STATEWIDE

Congress Passes Final Health Care Bill

CMS Issues Final Patients' Rights Rule

Save the Date for the Rural Health Care Symposium California hospitals are reminded that the implementation date of AB 774 (Chan, D-Oakland), signed into law by the governor this year, is Jan. 1, 2007. AB 774 requires hospitals to provide charity or discounted care to uninsured, low-income patients (family income at or below 350 percent of the federal poverty level).

Hospitals must limit expected payments from eligible patients to the highest rate paid by a government program in which the hospital participates. Both the charity care policy and the discount payment policy must state the processes used to determine eligibility and to appeal a dispute to management.

Hospitals must provide the Office of Statewide Health Planning and Development (OSHPD) copies of their discount and charity care policies, as well as related information. OSHPD is promulgating regulations on this component of the legislation, and expects submission of policies and other documents to begin Jan. 1, 2008 (instead of Jan. 1, 2007).

As expected, there are numerous implementation concerns with AB 774. To address a number of the questions, CHA is preparing legal guidance, which will be distributed to CHA members. CHA also has convened a workgroup to develop best practices relative to implementation. Workgroup members are representatives of CHA's Payer Relations and Managed Care committees and Charity Care Task Force.

CHA continues to advocate with the California Department of Health Services (CDHS), urging its clarification on a number of the identified implementation issues. In addition, CHA has requested Medi-Cal and Healthy Families program applications from CDHS

on behalf of all California hospitals. (AB 774 requires hospitals to provide Medi-Cal/ Healthy Families program applications to all self-pay patients.)

CHA hosted a web seminar Dec. 5 on AB 774. The web seminar addressed the new requirements under AB 774; detailed OSHPD's requirements and interpretations; presented implementation issues and options; and included questions and answers from participants. An encore presentation of the web seminar will be available after Jan. 1. For more information on the web seminar, contact the CHA Education Department at education@calhospital.org.

A CHA memorandum, distributed to members Nov. 3, outlines all the provisions of the legislation. The memorandum is posted on the CHA website at www.calhospital.org, under *CHA Interactive*, then "Resources," then "Newsletters, Memoranda & Reports," then "State Memos," then "2006 State Memos." Contact: Sherreta Lane, (916) 552-7536, slane@calhospital.org.

Join California Climate Action Registry by Dec. 31

This year, the governor signed AB 32 (Núñez, D-Los Angeles), the California Global Warming Solutions Act of 2006, which allows businesses to use the California Climate Action Registry to track their early efforts to reduce global warming.

AB 32 goes into effect Jan. 1, 2007, and organizations, including hospitals, must decide by Dec. 31 whether to join the registry to

Registry continued on page 2

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DRAFT

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Propofol Use In Critical Care Areas	
Scope: Multi-Departmental	Department: Nursing, Pharmacy
Source: Pharmacy	Effective Date:

PURPOSE:

To delineate policies for the safe administration of continuous intravenous infusion of Propofol (Diprivan), a sedative and anesthetic that can be administered to intubated patients in the ICU/CCU/PACU units and Emergency Department.

POLICY:

- 1. A physician's order must be obtained before the administration of Propofol (Diprivan). The order must, at a minimum, state that Propofol (Diprivan) is to be infused to achieve deep sedation per this protocol. Note: The desired maintenance level of sedation is based on the patient's hemodynamic and pulmonary status. The lowest possible dose of Propofol (Diprivan) should be used to sedate the patient, yet maintain hemodynamic and pulmonary stability. See Dosage in PROCEDURE.
- 2. Propofol (Diprivan) orders shall be rewritten by a physician every twenty-four (24) hours.
- 3. Bolus injections of Propofol (Diprivan) may only be administered by a physician. Registered nurses may only administer/titrate Propofol (Diprivan) infusions.
- 4. Strict aseptic technique must always be maintained during the handling of Propofol (Diprivan) in order to retard the growth rate of microorganisms. Propofol (Diprivan) does NOT contain preservatives, therefore do not use if contamination is suspected.
- 5. Patients receiving maintenance infusions of Propofol (Diprivan) will be awakened a minimum of every 24 hours to assess their respiratory, hemodynamic and neurological functions. These evaluations of sedation level are required to ensure that the patient receives the lowest effective dose of Propofol (Diprivan).
- 6. Propofol (Diprivan) does not provide analgesic effect. The patient's pain is to be adequately managed using alternative methods.
- 7. The physician and registered nurse will be aware that long infusions of Propofol (Diprivan) (10 days) results in the accumulation of significant tissue storage of this drug.
- 8. Evaluations of sedation level will be made using the Modified Ramsay Scale (see PROCEDURE for scale).
- 9. Propofol (Diprivan) infusion should NOT be increased to control respirations. Rather, notify the physician for consideration of a second agent.
- 10. Stop Propofol (Diprivan) Infusion in cases of unexplained acidosis or arrhythmias and notify physician.
- 11. Obtain daily blood gases and triglycerides during infusion.

Page 1 of 4, Propofol Use In Critical Care Areas

12. Notify the Dietitian of any patients requiring Propofol (Diprivan) continuous IV drip for >48 hours.

PROCEDURE:

- 1. Gather Equipment:
 - a. Propofol (Diprivan) 500mg/50ml (10mg/ml) vial
 - b. Alcohol prep pads
 - c. IV PUMP tubing
 - d. Sterile gloves
 - e. IV infusion pump
- 2. Open vial using strict aseptic technique with sterile gloves.
- 3. Disinfect vial rubber stopper with alcohol prep pads.
- 4. Spike glass vial with universal adapter pin.
- 5. Connect IV tubing to universal adapter pin and prime line.

DOSAGE

- 6. On the unit computer select the "Standard Mix Calculator"
- 7. Click the "PROPOFOL" tab
- 8. Enter the patient's weight in pounds or in kilograms. Note: The standard mix calculator will populate the initial rate for non-debilitated and debilitated patients, rate adjustment increments for debilitated and non-debilitated patients and a suggested maximum maintenance dose for each type of patient.
- 9. Print the page by clicking the printer icon.
- 10. Have the physician sign the page (it becomes the order for propofol) and place the signed sheet in the physician order section of the chart.
- 11. Place IV on infusion pump and set infusion rate in accordance with the standard mix calculator.
- 12. Monitor patient for early signs of significant hypotension or cardiovascular depression, shock, hepatic or multi-organ dysfunction. (Use with caution.)
- 13. Initiate and maintain Propofol (Diprivan) dosing as follows:
- 14. Begin infusion at 5 mcg/kg/min or 4 mcg/kg/min if the patient is debilitated or >55 years old.
- 15. Increase infusion rate by increments of 5 mcg/kg/min (or at 4 mcg/kg/min if patient is debilitated or >55 years old) every 5 minutes until desired level of sedation is achieved while maintaining pulmonary and hemodynamic stability.
- 16. Wait at least 5 minutes between dosage adjustments to allow for onset of maximal sedative and hemodynamic effects. (Be aware that Propofol (Diprivan) should be initiated slowly in order to minimize hypotension.)

- 17. Monitor patients for early signs of significant hypotension or cardiovascular depression. (Patients with compromised myocardial function, intravascular volume depletion or abnormally low vascular tone such as sepsis, may be susceptible to hypotension).
- 18. Decrease the Propofol (Diprivan) infusion rate in increments of 5 mcg/kg/min at 10 -15 minute intervals:
 - a. If significant hypotension develops
 - b. If unacceptable high triglyceride levels develop
 - c. When sedation is no longer needed
 - d. Whenever there is a BIS score of < 40 (EEG suppression) or a Ramsey score of
 6 (Pt has no response to firm nail pressure or other noxious stimuli), notify the
 MD when prolonged deep levels of sedation occur.
- 19. If clinically significant hypotension or cardiovascular depression occurs may decrease rate more rapidly or turn it off as needed notify the physician.
- 20. Continue IV drip at no greater than 50 mcg/kg/min. Obtain a physician's order for maintenance doses higher than 50 mcg/kg/min.
- 21. Change IV tubing and discard any unused portion of Propofol (Diprivan) every 12 hours in order to avoid contamination. (Rationale: Emulsion supports rapid growth of microorganisms; therefore STRICT aseptic technique is imperative). If a clave is used for infusion this should be changed after Propofol (Diprivan) is discontinued.
- 22. Do not infuse Propofol (Diprivan) in the same line with other medications. Do NOT infuse Propofol (Diprivan) through a central line manifold (commercially prepared 3 stopcocks molded together).
- 23. Determine the level of sedation while a patient is on a continuous infusion every hour and as necessary and record. The level of sedation recorded will be obtained from the Modified Ramsay Scale.

10. The second of the second o	
Level 1	Patient anxious, agitated, or restless.
Level 2	Patient cooperative, oriented, and tranquil
Level 3	Patient responds to command only
Level 4	Patient responds to gentle shaking.
Level 5	Patient responds to noxious stimulus.
Level 6	Patient has no response to firm nailbed pressure or other noxious
	stimuli.

- 24. Perform a **daily wake-up assessment** (unless ordered otherwise by physician) on patients remained on a Propofol (Diprivan) infusion for greater than 24 hours; document results.
 - a. Avoid waking the patient too quickly. Titrate the infusion rate down slowly (reduce @ 5mcg/kg/min in 10-15 minute increments) so that the patient awakens slowly. Adjust the infusion rate so that the patient achieves a light hypnotic state level 2-3 (cooperative, oriented & tranquil or responds to command only) as long as the patient's pulmonary and hemodynamic status remains stable.

- b. Notify the physician and document the level in which the patient can be awakened before pulmonary or hemodynamic instability occurs.
- c. After determining the patient's awakened level of orientation, titrate the infusion rate by increasing the infusion in 5 mcg/kg/min increments at 10 minute intervals until the desired maintenance level of sedation is achieved.

25. Document the following:

- a. The baseline level of sedation BEFORE awakening:
- b. The dosage of Propofol (Diprivan) when the baseline sedation level is evaluated
- c. The vital signs, oxygen saturation, ECG reading, respiratory, and hemodynamic status when the baseline sedation is evaluated.
- d. The awakened level of sedation:
- e. The dosage of Propofol (Diprivan) when the awakened sedation level is evaluated.
- f. The vital signs, oxygen saturation, ECG reading, ability to move extremities, respiratory and hemodynamic status of the patient when the awakened level of sedation is recorded.
- g. The patient's tolerance to awakening.
- h. The maintenance level of sedation is observed and recorded every hour and as necessary.
- i. The vital signs, oxygen saturation, ECG reading, respiratory and hemodynamic status of the patient with each hourly reading.
- j. Date and time the initial infusion was hung and all subsequent infusions.
- k. Any physician notification.

Committee Approval	Date
Policy and Procedure Committee	10/12/2006
Surgery, Tissue, Transfusion and Anesthesia Committee	8/30/2006
Emergency Department Committee	11/13/2006
Medical Service Committee/ Intensive Care Committee	7/27/2006
Pharmacy and Therapeutics Committee	10/12/2006
Executive Committee	·
Administration	
Board of Directors	

Revised Reviewed

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DRAFT

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Adult Immunizations in the Health Care Worker		
Scope: Hospital-Wide	Department: Employee Health	
Source: Employee Health	Effective Date:	

It is a priority for Northern Inyo Hospital to provide as safe an environment as possible for both employees and the patients they serve. This includes prevention of disease transmission between HCWs and patients, particularly those diseases that are preventable by immunization.

PURPOSE:

To explain Northern Inyo Hospital's Immunization Program.

- Health care workers (HCWs) are at risk of acquiring several vaccine-preventable diseases with potentially devastating consequences.
- HCWs also serve as vectors for transmitting disease to other staff members and patients.
 Outbreaks of vaccine-preventable diseases have been well documented in medical institutions. Immunizing HCWs against vaccine-preventable diseases can prevent these outbreaks.

To define who is included in NIH's Immunization Program.

To define which immunizations are offered.

To give the resource for all decisions (unless otherwise stated) for the immunization program.

POLICY:

- 1. The employee health nurse, supervised by the Emergency Room Director or designee, administers the immunization program. Questions related to vaccinations and immunization status are best addressed to the employee health nurse. However, in most cases the ER nursing staff is also able to help, and they are available 24 hours a day. If the ER is busy with a heavy patient load, then it may be necessary to call or return at a quieter time.
- 2. Participants in the immunization program include:
 - a. All NIH employees.
 - b. Physicians
 - c. Independent contractors.
 - d. Travel staff.
 - e. Volunteers.
 - f. Hospice staff.
 - g. Student workers
- 3. The health status of all participants is assessed for:
 - a. General health status.
 - b. Vaccination history.
 - c. Documentation of infectious diseases.
 - d. Documentation of past immunizations.
 - e. Documentation of disease titers.
- 4. The currently available vaccines are:
 - a. Measles, mumps, rubella (MMR).
 - b. Varicella

- c. Hepatitis B- If at risk for contact with blood, blood products, or bodily secretions (see attached sheet of eligibility).
- d. Tetanus, diphtheria, pertussis (Tdap).
- e. Influenza-Offered yearly.
- f. Pneumococcus-For employees >65 or at risk because of chronic health problems.
- g. Meningococcal- For laboratory technicians whose work in microbiology puts them at a higher risk.
- 5. All aspects of the immunization program will follow the CDC guidelines in the current edition of <u>Epidemiology and Prevention of Vaccine-Preventable Diseases</u>. Published by the Department of Health and Human Services Centers For Disease Control and Prevention (CDC)

This resource is published yearly so all recommendations will stay current.

- 6. Interim recommendations will be based on the CDC recommendations and the American Committee on Immunization Practices (ACIP). Those changes, as necessary, will be written and will be used in place of the source listed above.

 The CDC website, www.cdc.gov, reflects interim recommendations.
- 7. The current Summary of Recommendations for Adult Immunization is attached.

PROCEDURE:

- 1. All participants will be notified of available vaccinations and determination will be made if a specific vaccination is appropriate, based on individual history.
- 2. The vaccinations are primarily given in the ER, as staffing and time permits, providing a 24-hour availability.
- 3. The vaccines are all free of charge, as are any necessary titers done before the vaccinations.
- 4. When participants receive notice of a vaccination being due or a question related to vaccination status, it is very appreciated if there is a prompt response. It should be considered a priority and repeated requests should not have to be necessary.
- 5. It is preferred that vaccinations not be delayed or refused. However, all employees have a right to refuse any vaccination after being informed of risks and benefits. There is a vaccination declination that needs to be signed after the employee is fully informed.
- 6. Documentation is completed by the employee health nurse and is kept in the employee health files and database. The employee health nurse is responsible for the maintenance of these records.
- 7. Copies of health records are available from the employee health nurse.

Committee Approval	Date

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Eligibility for the Hepatitis B Series:

- 1. Nursing
- 2. Laboratory
- 3. Radiology
- 4. Pharmacy
- 5. Respiratory Therapy
- 6. EKG/EEG
- 7. Environmental Services
- 8. Maintenance
- 9. Laundry
- 10. Admission Services
- 11. Physical Therapy
- 12. Hospice
- 13. All contract workers (including the Emergency Room MDs), travelers, students, and volunteers in the above departments

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RESOLUTION NO. 07-1 OF THE NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the Northern Inyo County Local Hospital District is required to follow certain State and Federal Rules and Regulations in order to remain in conformance with Conditions of Participation and Title XXII

WHEREAS, the Northern Inyo County Local Hospital District is dependant on certain members of its Medical Staff, namely Service Chiefs to provide both oversight of the Medical Staff and Quality Control as it relates to the activities of its Members

WHEREAS, the Northern Inyo County Local Hospital District is also dependant on the same Service Chiefs to perform Case reviews and other Peer Review functions on a regular basis and these functions require time, effort and expertise on the part of the Chiefs.

NOW, THEREFORE, BE IT RESOLVED by this Board of Directors of Northern Inyo County Local Hospital District, meeting in regular session this 17th day of January, 2007 that compensation be established for certain Service Chiefs by Northern Inyo County Local Hospital District for the 2007 – 2009 calendar years as follows:

Medical Services/ICU Service Chief\$250/monthPeri-Peds Service Chief\$250/monthSurgery/Tissue Service Chief\$250/monthChief of Staff\$1250/month

BE IT FURTHER RESOLVED that this Resolution be made a part of the minutes of this meeting.

	Peter J. Watercott, President
Attest:	
	Patricia Ann Calloway, Secretary

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AGREEMENT FOR SERVICES TO THE NORTHERN INYO HOSPITAL ELECTROCARDIOGRAPHIC DEPARTMENT

THIS AGREEMENT MADE AND ENTERED INTO this 26 day of 2006, by and between NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT (hereinafter "Hospital") and Vasuki Sittampalam, M.D. (hereinafter "Physician").

I RECITALS

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

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

II COVENANTS OF PHYSICIAN

1. Physician shall perform the follow services:

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

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

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

III COVENANTS OF THE HOSPITAL

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

- 6. Hospital shall pay Physician \$20.50 per EKG interpreted, \$16.25 per EKG rhythm strip interpreted, \$29.95 per cardiac event recorder strip interpreted, and \$102.35 per treadmill study directly supervised. Said sums are payable on the twentieth (20th) day of the calendar month immediately following the service performed. Payments made pursuant to this Paragraph 6 shall be deemed Physician's full, complete, and reasonable compensation for services under this Agreement.
- 7. Hospital shall allow any member of the Hospital Medical Staff to designate, in writing, any physician who is (a) also a member of the Hospital Medical Staff and (b) a diplomate of the American Board of Internal Medicine, as the physician who shall be entitled to read EKGs for any patient admitted to the Hospital to the care of said physician, and Hospital shall compensate said physician for the services thereafter rendered provided that (c) said physician has executed an agreement with Hospital identical to this Agreement and (d) the written designation described in this subdivision is renewed, in writing, annually.
- 8. Hospital will attempt, insofar as is reasonably possible in the circumstances, to identify and notify the primary physician of any patient treated in the Hospital's Emergency Room Department and/or Surgery Department.

IV GENERAL PROVISIONS

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

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

- b. No act, commission, or omission of Physician pursuant to the terms and conditions of this Agreement shall be construed to make or render Physician an agent, employee, or servant of the Hospital.
- c. It is the intent of the parties that Physician be an independent contractor, and not an employee, in the performance of his or her duties under this Agreement. In order to protect the Hospital from liability, Physician shall defend, indemnify, and hold harmless the Hospital from liability for any and all claims arising out of the performance of his or her duties under this Agreement.
- 11. Physician shall, at all relevant times, be a member of the Hospital Medical Staff.
- 12. Each party shall comply with all applicable requirements of law relating to licensure and regulation of both physicians and hospitals.
- 13. 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.
- 14. 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: Vasuki Sittampalam, M.D.

Family Health Centre 686 West Line Street Bishop, California 93514

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

15. The term of this Agreement is three (3) years, commencing on 12-1-2006 and ending at midnight on 12-1-2009.

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

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

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

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

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

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT	PHYSICIAN
ByPeter Watercott, President Board of Directors	By Vasuki Sittampalam, M.D.
Date	Date 12/26/06

EXHIBIT A

EKG Interpretation Rates

1.	EKG Interpretation	20.50
2.	Rhythm Strip	16.25
3.	Tele Strip	19.00
4.	Cardiac event recorder	29.95
5.	Treadmill Study	102.35
6.	Cardiac Nuclear	125.00
7.	Adenosine Nuclear	150.00

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NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT PRIVATE PRACTICE PHYSICIAN INCOME GUARANTEE AND PRACTICE MANAGEMENT AGREEMENT

This Agreement is made and entered into on this 18th day of December 2006 by and between Northern Inyo County Local Hospital District ("District") and Robbin Cromer-Tyler, M.D. ("Physician").

RECITALS

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

IN WITNESS WHEREOF, THE PARTIES AGREE AS FOLLOWS:

I. COVENANTS OF PHYSICIAN

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

1.01. Services. Physician shall provide Hospital with the benefit of her direct patient care expertise and experience, and shall render those services necessary to enable Hospital to achieve its goals and objectives for the provision of Surgical Services. The scope of services to be performed by Physician is described in Exhibit A attached hereto and incorporated by reference herein. Physician shall provide Hospital with patient medical record documentation of all direct patient care services rendered hereunder; such documentation shall be submitted to Hospital

other conveyance expenses, travel expenses, and lodging) to support her move to Bishop, California.

2.03. Physician agrees that should she fail to perform all of the acts promised in Section 2.01 above, that she shall, not later than thirty (30) days after being given written notice by the District, repay to the District, with interest at the rate of three and six tenths percent (3.6%), a prorated share, representing that portion of the two (2) years in which she is or will not be performing such acts, of those funds expended by the District pursuant to Section 2.02 above. For example, if Physician fulfills her obligations for 18 months, then she shall repay the District, with interest, \$4,000.00 (representing the product of $6/24 \times $16,000.00$)

III GENERAL PROVISIONS

- 3.01. This is the entire Agreement of the parties. It may not be modified except by a writing signed by each of the parties.
- 3.02. Any written notice given pursuant to the Agreement shall be deemed given when such notice is deposited in the U.S. Mail, first class postage prepaid, addressed to the respective parties as follows:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT 150 Pioneer Lane Bishop, CA 93514

ROBBIN CROMER-TYLER, M.D. C/O Northern Inyo Hospital 150 Pioneer Lane Bishop, CA 93514

- 3.03. If either party brings legal action to enforce any rights or obligations under this Agreement, the Court shall have the power to award reasonable attorney's fees to the prevailing party.
- 3.04. The rights and obligations set forth in this Agreement are personal to all parties, and may not be assigned without the express written consent of all parties.
- 3.05. This Agreement shall be binding upon the heirs, successors, assigns, and personal representatives of the respective parties.
- 3.06. The parties acknowledge and agree, in accord with the requirements of Health & Safety Code section 32121.3(c) (2), that no payment or other consideration shall be made for the referral of patients to the District's hospital or to any affiliated non-profit corporation, and that no such payment or consideration is contemplated or intended.

- 3.07. This Agreement shall be interpreted according to the laws of California.
- 3.08. The term of this agreement shall be from the first day Physician is granted privileges and is available to fulfill this agreement obligations until the last day of the twenty-fourth month thereafter.

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

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

By	Bylle
President, Board of Directors	Robbin Cromer-Tyler, M.D.
Northern Inyo County Local	
Hospital District	

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

1.03. Medical Staff Membership and Service: Physician shall:

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

II. COVENANTS OF THE DISTRICT

2.01. Hospital Services.

- a) Space. Hospital shall make the Offices available for the operation of Physician's Practice either through a direct let at no cost to the physician or through an arrangement with a landlord, also at no cost to the physician, other than the fees retained by the hospital (3.05).
- b) Equipment. In consultation with Physician, Hospital shall provide all equipment as may be reasonably necessary for the proper operation and conduct of Physician's practice. Hospital shall repair, replace or supplement such equipment and maintain it in good working order.
- **2.02.** General Services. District shall furnish ordinary janitorial services, maintenance services, and utilities, including telephone service, as may be required for the proper operation and conduct of Physician's Practice.
- 2.03. <u>Supplies</u>. District shall purchase and provide all supplies as may be reasonably required for the proper treatment of Physician's Practice patients. Physician shall inform Hospital of supply needs in a timely manner and shall manage the use of supplies in an efficient manner that promotes quality and cost-effective patient care.
- 2.04. <u>Personnel</u>. District shall determine the initial number and types of employees required for the operation of the Practice and place them in the Practice initially. Physician and Hospital will mutually agree to subsequent staffing requirements. Physician shall not be required to maintain any personnel that she does not feel is appropriate for the practice.
- **Rusiness Operations**. District shall be responsible for all business operations related to operation of the Practice, including personnel management, billing and payroll functions. Physician will provide the appropriate billing codes, which will be used unless changed by mutual consent of the Physician and Hospital. Hospital will incur and pay all operating expenses of the Practice.
- **2.06.** <u>Hospital Performance</u>. The responsibilities of District under this Article shall be conditional upon and subject to District's discretion and its usual purchasing practices, budget limitations and applicable laws and regulations.
- 2.07. Practice Hours. The District desires, and Physician agrees, that Physician's Practice shall operate on a full-time basis, maintaining hours of operation in keeping with the full time practice of one GENERAL surgeon while permitting a surgery schedule sufficient to serve the patients of the Practice. Specific shifts will be scheduled according to normal operating procedures of the Practice and will be mutually agreed upon with Physician.

III. COMPENSATION

- 2.01. Compensation. During the term of this agreement, District shall guarantee Physician an annual income of \$299,997, payable to Physician at the higher of 50% of fees collected for services rendered in Section II or the rate of \$11,500 every two (2) weeks, adjusted quarterly to reflected 50% of fees collected so that payments will not exceed the minimum guarantee unless 50% of the fees exceed the guarantee on an annualized basis. All payments shall be made on the same date as the District normally pays its employees.
- 3.02. Malpractice Insurance. Physician will secure and maintain her own malpractice insurance with limits of no less than \$1 million per occurrence and \$3 million per year. District will reimburse Physician eighty percent (80%) of the premiums for said insurance paid for by Physician.
- 3.03. <u>Health Insurance</u>. During the first year of the term of this Agreement, and no longer, Physician will be admitted to the Hospital's self-funded Medical Dental Vision Benefit Plan and be provided the benefits contained therein as if she were an employee of District.
- assigns to District all claims, demands and rights of Physician to bill and collect for all professional services rendered to Practice patients, for all billings for surgical services, for all billings consulting performed or provided by the Physician. Physician acknowledges that Hospital shall be solely responsible for billing and collecting for all professional services provided by Physician to Practice patients at Practice and for all surgical services performed at the Hospital, and for managing all Practice receivables and payables, including those related to Medicare and MediCal beneficiaries. Physician shall not bill or collect for any services rendered to Practice patients or Hospital patients, and all Practice receivables and billings shall be the sole and exclusive property of Practice. In particular, any payments made pursuant to a payer agreement (including copayments made by patients) shall constitute revenue of the Practice. In the event payments are made to Physician pursuant to any payer agreement, Physician shall promptly remit the payments directly to District.
- 3.05. Retention. Hospital will retain 50% of all fees collected from the activities of physician/practice in exchange for the services rendered in II above.

IV. TERM AND TERMINATION

4.01. Term. The term of this Agreement shall be three (3) years beginning on the Monday next following the day upon which Physician is granted clinical

privileges at Hospital and provisional membership on the Active Medical Staff of Hospital. The Agreement may be renewed, by written instrument signed by both parties, no later than 120 days before its expiration date.

- **1.02.** <u>Termination</u>. Notwithstanding the provisions of section 4.01, this Agreement may be terminated:
 - a) By Physician at any time, without cause or penalty, upon one hundred and eighty (180) days' prior written notice to the District;
 - b) Immediately by District in its sole discretion if Physician fails to maintain the professional standards described in Article V of this Agreement;
 - c) Immediately upon closure of the Hospital or Practice;
 - d) By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, restricts, limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party's rights or obligations under this Agreement; provided that in such event, District must give notice to Physician equal to that provided to District by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment; or
 - e) By either party in the event of a material breach by the other party and, in such event, the non-breaching party shall have the right to terminate this Agreement after providing thirty (30) days' written notice to the breaching party, explaining the breach, unless such breach is cured to the satisfaction of the non-breaching party within the thirty (30) days.
- **4.03.** Rights Upon Termination. Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive termination.

V. PROFESSIONAL STANDARDS

- 5.01. Medical Staff Membership. It is a condition precedent of District's obligation under this Agreement that Physician obtain Provisional or Active Medical Staff membership on the Hospital Medical Staff with appropriate clinical privileges and maintain such membership and privileges throughout the term of this Agreement.
- 5.02. Licensure and Standards. Physician shall:
 - a) At all times be licensed to practice medicine in the State of California;

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

VI. RELATIONSHIP BETWEEN THE PARTIES

6.01. Professional Relations.

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

kind. In addition, Hospital shall have no obligation to reimburse Physician for any costs or expenses associated with Physician's compliance with continuing medical education requirements.

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

VII. GENERAL PROVISIONS

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

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

Such books, documents, and records shall be preserved and available for four (4) years after the furnishing of services by Physician pursuant to this Agreement. If Physician is requested to disclose books, documents or records pursuant to this subsection for purposes of an audit, Physician shall notify Hospital of the nature and scope of such request, and Physician shall make available, upon written request of Hospital, all such books, documents or records. Physician shall

indemnify and hold harmless Hospital in the event that any amount of reimbursement is denied or disallowed because of the failure of Physician or any subcontractor to comply with its obligations to maintain and make available books, documents, or records pursuant to this subsection. Such indemnity shall include, but not be limited to the amount of reimbursement denied, plus any interest, penalties and legal costs.

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

- **7.03.** Amendment. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by both parties.
- 7.04. No Referral Fees. No payment or other consideration shall be made under this Agreement for the referral of patients, by Physician, to Hospital or to any nonprofit corporation affiliated with District.
- **Repayment of Inducement**. The parties stipulate and agree that the income guaranteed to Physician under this Agreement, and the covenants of the District to provide office space, personal, equipment, and certain other benefits, are the minimum required to enable Physician to relocate herself to Bishop, California; that she is not able to repay such inducement, and no such repayment shall be required.
- 7.06. Assignment. Physician shall not assign, sell, transfer or delegate any of the Physician's rights or duties, including by hiring or otherwise retaining additional physicians to perform services pursuant to this Agreement, without the prior written consent of Hospital.
- 7.07. Attorneys' Fees. If any legal action or other proceeding is commenced, by either party, to enforce rights, duties, and/or responsibilities under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. As used in this Section 7.07, the term "prevailing party" shall have the meaning assigned by Section 1032(a)(4) of the California Code of Civil Procedure.
- **7.08.** Choice of Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
- **7.09.** Exhibits. All Exhibits attached and referred to herein are fully incorporated by this reference.

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

Hospital:

Administrator

Northern Inyo Hospital 150 Pioneer Lane Bishop, CA 93514

Physician:

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

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

- 7.15. Waiver. The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.
- 7.16. Gender and Number. Use of the masculine gender shall mean the feminine or neuter, and the plural number the singular, and vice versa, as the context shall indicate.
- 7.17. Authority and Executive. By their signature below, each of the parties represent that they have the authority to execute this Agreement and do hereby bind the party on whose behalf their execution is made.
- 7.18. <u>Construction</u>. This Agreement has been negotiated and prepared by both parties and it shall be assumed, in the interpretation of any uncertainty, that both parties caused it to exist.

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT	PHYSICIAN
By Peter J. Watercott, President District Board of Directors	By Robbin Cromer-Tyler, M.D.
APPROVED AS TO FORM:	
Douglas Buchanan	·

District Legal Counsel

EXHIBIT A

SCOPE OF DUTIES OF THE PHYSICIAN

POSITION SUMMARY

The Physician is a Member of the Northern Inyo Hospital Active Medical Staff. Physician provides direct primary medical diagnosis and treatment to Practice and Hospital patients. The Physician will provide services commensurate with the equivalent of a full time Surgical Practice. Full time shall mean regularly scheduled office hours to meet the service area demand and performance of surgeries as may be required. Full time shall also mean the provision of no more than four (4) weeks of vacation and two (2) weeks of time to acquire CME credits, if needed, as well as all recognized national holidays. All time off will be coordinated with Call coverage such that scheduled time off will not conflict with the Physician's call requirement.

Specifically, the Physician will:

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

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Placement Data by Specialty





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P	5	711

CRNA Radiology Emergency Medicine Hospitalist Anesthesiology Oncology Gastroenterology Hospital Based Pulmonary Disease Neurology Cardiology Sub-Specialties Neurosurgery Urology Primary Care Otolaryngology Orthopedic Surgery General Surgery Surgery Obstetrics/Gynecology Psychiatry ternal Medicine mily Practice Avg. Starting Compensation \$161,050 \$326,880 \$231,902 \$177,737 \$412,143 \$396,638 \$336,806 \$268,158 \$282,692 \$299,476 \$225,023 \$552,500 \$413,407 \$348,231 \$164,167 \$267,463 \$256,476 \$198,630 \$165,388 \$154,029 % Change from Year Previous ¥15.7% ₹4.2% A14.7% **▲1.5% ▲**4.5% ₹5.3% ₹2.3% A21.2% **▲12.5%** n/a* **A4.4% ▲**0.9% A15.2% **∧**7.1% A9.7% **▲**1.2% A31.5% A1.2% **▲**0.6% **A4.8%** Average Sign-on Bonus \$13,385 \$16,667 \$19,000 \$19,444 \$35,556 \$24,000 \$26,500 \$21,600 \$19,750 \$27,037 \$28,214 \$22,556 \$48,125 \$39,545 \$41,094 \$30,536 \$21,307 \$18,467 \$15,831 \$16,300 Avg. Days Profile to First Interview 8 80 89 63 76 83 82 117 114 77 88 3 <u>1</u>03 85 2 ఓ 84 92 76 % Avg. Days Intv. to Placement 28 24 23 ဗ မ $_{\mathfrak{S}}$ 28 27 65 ၽ 114 71 49 8 26 \mathfrak{S} 23 23 26 8 Average Days Total Placement 117 103 114 07 3 2 177 126 143 126 172 220 46 135 82 8 8 107 105 8 Fastest Days-to-Fill 8 89 27 49 57 8 <u>&</u> 6 59 ఓ 163 8 8 49 22 5 47 45 19 24 Total Annual Compensation \$234,027 \$181,857 \$215,957 \$606,176 \$378,444 \$483,065 \$389,455 \$500,179 \$322,667 \$543,590 \$700,125 \$395,625 \$528,387 \$556,279 \$358,090 \$352,882 \$217,083 \$235,308 \$208,688 \$227,118

2005 Physician Recruiting Standard. placement. *CRNA data was not reported in the Q3Total Placement" data is calculated from profile to searches performed off-contract. benefits. "Average Days" data does not include data reflects average yearly compensation excluding Recruiting Standard. "Total Annual Compensation" from numbers published in the Q3 2005 Physician Change from Year Previous" column reflects change reflects average beginning compensation only. Medical Recruiting from October 2005 to September interviews by Delta Physician Placement and Liquid Data reflects averages from over 1,006 placements and "Average Starting Compensation" data "Average Days

Candidate Sources Specialty Grouping Placement Statistics by

24.19%

	Primary Care	Surgery	Sub- Specialties	Hospital Based
Second Interview Required	17%	23%	27%	19%
Currently In-Practice	76%	85%	87%	81%
Offered Salary (no Guarantee)	63%	64%	77%	93%

50k-100k pop. **17%**

10k 50k pop. **53%**

Data is based on placements made from October 2005 to September 2006

Placements by Population

metropolitan area. 2006 by the population of the search facility's made from October 2005 to September Data indicates the percentage of placements

100,000 pop 13% 17%

Data indicates sources of placements and interviews from October 2005 - September 2006.

Other Sources 3.88%

Referrals 5.64% eMarketing 6.14% 60.15%

END