



Northern Inyo County Local Hospital District

***Board of Directors Regular Meeting***

**Wednesday July 18 2012; 5:30pm**

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

# ***DRAFT AGENDA***

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

**July 18, 2012 at 5:30 P.M.**

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

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

3. Approval of the minutes of the June 20, 2012 regular meeting (*action item*).
  4. Financial and Statistical Reports for the month of May 2012; John Halfen (*action item*):
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5. Administrator's Report; John Halfen.

A. Building Update

C. Physician Recruiting Update

B. Orthopedic services update

D. Security Report for May 2012

6. Chief of Staff Report; Robbin Cromer-Tyler, M.D..

A. Hospital wide Policy and Procedure approvals (*action items*):

1. *Performance Improvement Plan*

2. *Physician Complaint Resolution Process*

3. *Nebulized Lidocaine*

4. *Managing Drug Shortages*

5. *Pharmacist Clinical Interventions*

6. *Disinfection of Computer Devices*

7. Old Business

- None -

8. New Business

A. Construction Change Order Requests (*action items*):

1. COR 207R1; IB 247 Stair 2 Modification, \$8,905

2. COR 252; RFI 1139 Elevator 1 and 2 entrances, \$11,469

3. COR 299; IB 353, Indirect Waste, \$6,740

4. COR 333; Added GFI receptacles at OR Nurses Stations, \$3,991

5. COR 334; RFI 1317, Change S-3 sink for ADA Compliance (Room H2051), \$1,279

6. COR 335; Added filter rack in CUP and hose kits in janitor sink, \$2,449

7. COR 336; Added unistrut for the OSHPD required mobile shelving tether, \$5,636
  8. COR 337; 28 seismic kits over 41 IBs, \$7,521
  9. COR 338; RFI for mesh required at shower curtains per ACO and blinds at LDRP, \$1,327
  10. COR 339; Testing existing hospital GFIs per IOR, \$6,791
  11. COR 340; IB 365 new fire alarm system in central plant to run parallel with new building, \$24,995
  12. COR 341; Turner Contract Reconciliation
- B. Fiscal Year 2012-2013 Draft budget and capital expenditure requests (*action items*).
  - C. Northern Inyo Hospital Foundation Contract with Marie Boyd, R.N. (*action item*).
  - D. Pneumatic Tube Use Policy and Procedure (*action item*).
  - E. Imaging Department Update on ACR accreditation (*information item*).
  - F. Practice Management Agreement with Charlotte Helvie, M.D. (*action item*).
9. Reports from Board members on items of interest.
  10. Opportunity for members of the public to comment on any items on this Agenda, and/or on any items of interest.
  11. Adjournment to closed session to:
    - A. Hear reports on the hospital quality assurance activities, and hear a report from the Medical Staff Executive Committee (Section 32155 of the Health and Safety Code, and Government Code Section 54962).
    - B. Confer with legal counsel regarding pending litigation based on stop notice filed by Strocal, Inc. (Government Code Sections 910 et seq., 54956.9).
    - C. Discussion to determine whether or not to initiate litigation (Government Code Section 54956.9(c)).
    - D. Confer with legal counsel regarding potential litigation (Government Code Section 54956.9(c)).
    - E. Confer with legal counsel regarding action filed by John Nesson M.D. against Northern Inyo County Local Hospital District and other Defendants (Government Code Section 54956.9(a)).
  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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- CALL TO ORDER                    The meeting was called to order at 5:30 pm by Peter Watercott, President.
- PRESENT                            Peter Watercott, President  
    John Ungersma, M.D., Vice President  
    M.C. Hubbard, Secretary  
    Denise Hayden, Treasurer  
    D. Scott Clark, M.D., Director
- ALSO PRESENT                    John Halfen, Administrator  
    Douglas Buchanan District Legal Counsel  
    Sandy Blumberg, Executive Assistant
- ALSO PRESENT FOR  
RELEVANT PORTION(S)         Adam Brown, Legal Counsel, Lang Richert & Patch  
    Matt Quall, Legal Counsel, Lang Richert & Patch  
    Dianne Shirley, R.N., Performance Improvement Coordinator
- ABSENT                              Robbin Cromer-Tyler, M.D., Chief of Staff
- OPPORTUNITY FOR  
PUBLIC COMMENT                Mr. Watercott asked if any members of the public wished to comment on  
any items listed on the agenda for this meeting, or on any items of  
interest. No comments were heard.
- CLOSED SESSION                 At 5:31 pm Mr. Watercott announced the meeting was being adjourned to  
closed session to allow the Board of Directors to confer with legal counsel  
regarding pending litigation based on a stop notice filed by Strocal, Inc.  
(Government Code Sections 910 et seq., 54956.9).
- RETURN TO OPEN  
SESSION AND REPORT  
OF ACTION TAKEN                At 5:51 pm the meeting returned to open session. Mr. Watercott reported  
that the Board took no reportable action.
- CONSENT AGENDA                The proposed consent agenda for this meeting included the following:
1. Approval of minutes of the May 16 2012 regular meeting; and the  
May 31 2012 special meeting (*action items*).
  2. Approval of the Financial and Statistical reports for the month of  
April, 2012 (*action item*), with the following notes:
    - *The Hospital incurred a 308K loss during the month of April*
    - *Patient service revenue was off by 457K due to a 377K variance  
from budget in routine inpatient service revenue*
    - *Operating expenses exceeded budget by 118K, mostly due to the  
McKesson conversion, which caused a 104K overage in salaries*
    - *The Balance Sheet was unavailable due to Paragon conversion  
issues*
  3. Resolution 12-05, Annual Appropriations Limit (*action item*).
  4. Acceptance of resignation of Asao Kamei, M.D. as Medical  
Director of the Hospitalist Program (*action item*).
- It was moved by Denise Hayden, seconded by M.C. Hubbard, and passed

to approve all consent agenda items as requested, with a change being made to the attendance section of the May 31<sup>st</sup> special Board meeting.

NIH EMPLOYEE  
SURVEY

Mr. Halfen requested that agenda item 12G be addressed next, in order to allow the presenter to not have to stay for the duration of the meeting.

Human Resources Director Georgan Stottlemire introduced Terry Gooch Ross, a consultant qualified to conduct an employee satisfaction survey for Northern Inyo Hospital (NIH) if one is desired. A survey has not been done for the past couple of years, and management will pursue the option further if the Board is interested. (Managers exited the meeting at this point, in order to allow Ms. Ross to discuss this topic with the Board.)

ADMINISTRATOR'S  
REPORT

Ms. Ross presented her resume and qualifications, and stated that if the objective of a survey is to make recommendations for improvement in management processes, she recommends an approach that involves conducting confidential interviews with employees. She also recommended that the Hospital not conduct an employee survey until Spring of 2013, in order to allow the dust to settle following the Hospital Information System (HIS) conversion, and also from the upcoming move into the new hospital building. Ms. Ross asked that the Board discuss the possibility of a survey amongst themselves, and contact her if they are interested in having her pursue this topic further.

BUILDING UPDATE

Mr. Halfen reported the new hospital building is essentially finished, and at this time exterior landscaping work is being completed. Opening ceremonies have been planned for employees; for dignitaries; and for the general public; and the Hospital will also hold an appreciation dinner for Turner Construction management and employees.

ORTHOPEDIC  
SERVICES AND  
PHYSICIAN  
RECRUITMENT  
UPDATE

Mr. Halfen reported there is no significant update on the subject of physician recruitment; however he has been discussing the possibility of sharing orthopedic services with Mammoth Hospital CEO Gary Boyd and with Mark Robinson, M.D.. The Hospital continues to actively recruit for Internal Medicine physicians and for Hospitalists, and it is hoped that we can acquire a part-time hospitalist in the near future in order to help ease the existing physician rotation. Dr. Kamei commented that we truly have a great core of hospitalist physicians; however we do not have enough of them, which causes him to personally take on too many rotations at the expense of his own private practice. Dr. Kamei also noted that he tendered his resignation as Director of the Hospitalist Program with regret, but if additional physicians are obtained to help out he may be willing to continue on as Director of the program.

SECURITY REPORT

Mr. Halfen also called attention to the Security Report for the month of April 2012, which revealed no significant security issues.

RADIOLOGY  
ACCREDITATIONS

Radiology Director Patty Dickson reported the American College of Radiologists (ACR) recently accredited NIH's CT program, largely thanks to the hard work and dedication of CT Technician Katie Galvin. She also stated that NIH's Nuclear Medicine program received ACR accreditation this week as well, and that NIH now has the only fully-accredited Radiology Department within hundreds of miles. Ms. Dickson praised Radiology staff for their commitment and hard work, and the Board praised Patty for her exemplary leadership of the department.

QUALITY REPORTS

Mr. Halfen reported the Hospital has already met most of its' required measures for Phase I of Meaningful Use, and our (new) Paragon reports reveal that we are doing very well in almost every area measured.

CHIEF OF STAFF  
REPORT

Mr. Halfen stated because Chief of Staff Robbin Cromer-Tyler was not able to be present at this meeting, the policies and procedures listed on the agenda for this meeting will be tabled to the July regular meeting.

CREDENTIALING AND  
APPOINTMENTS

He then reported following careful review and consideration the Medical Executive Committee has recommended approval of the following Medical Staff appointments and credentialing:

1. Appointment of OB/GYN Lynn Leventis, M.D. to the Provisional Medical Staff
2. Approval of Emily Marshall, P.A. to assist in the operating room under the Delegations of Services Agreement and written supervision guidelines with supervising physician Tomi Bortolazzo, M.D.

It was moved by John Ungersma, M.D., seconded by Ms. Hubbard, and passed to approve the Medical Staff appointments and recommendations as presented.

MEDICAL STAFF  
RESIGNATIONS

Mr. Halfen also noted the Medical Executive Committee recommends acceptance of the following Medical Staff resignations:

1. Natalie Mills, M.D.
2. Vasuki Sittampalam Daram, M.D.

It was moved by D. Scott Clark, M.D., seconded by Ms. Hayden, and passed to accept the Medical Staff resignations as recommended.

MEDICAL STAFF  
ELECTIONS

It was also reported (as an information item only) that the Medical Staff election results for the July 1 2012 to June 30 2013 year are as follows:

- Chief of Staff: Robbin Cromer-Tyler, M.D.
- Vice Chief of Staff: Taema Weiss, M.D.
- Immediate Past Chief of Staff: Helena Black, M.D.
- Medical Executive Committee Member-at-Large: Doris Lin, M.D.

NEW BUSINESS

CONSTRUCTION  
CHANGE ORDER  
REQUESTS

NIH Property Manager Scott Hooker called attention to the following list of proposed construction Change Order Requests (C.O.R.'s), previously approved within the \$100,000 construction allowance:

1. COR 317; Added Employee Time clock at Main Corridor, \$707
  2. COR 318; IB 343, Change locksets in corridors to meet required code, \$9,087
  3. COR 319; RFI 1321 – Door EH101 Operator Attachment. \$7,613
  4. COR 320; IB 356, Added lighting for Existing Central Plant, \$23,477
  5. COR 321; Painting of existing Central Plant ceiling, \$16, 839
  6. COR 322; Added Insulation at ED Sinks per ACO, \$1,159
  7. COR 323; IB 364 Lighting Change from Normal to Emergency Power, \$956
  8. COR 324; Added humidifier control as required by the MEOR, \$3,740
  9. COR 325; RFI 1362 Card Reader at Elevator 1 and 2, second floor, \$6,402
  10. COR 326; IB 360, Circuit Change in OR for lasers, \$1,496
  11. COR 327; Added Controls for Master Alarm Panel and Relays for N and N02, \$7,331
  12. COR 328; IB 300, 344, 345, 350, 352, 357, \$0
  13. COR 329; IB 254 Allowance True Up \$14,905
  14. COR 330; IB 314, Added Signage at ED canopy, \$3,916
  15. COR 332; IB 363, Window at Balcony ILO of railing, \$12,003
- Following brief discussion of the need for each change, it was moved by Doctor Clark, seconded by Doctor Ungersma, and passed to approve all 15 construction Change Order Requests as presented.

FISCAL YEAR 2012-2013  
DRAFT BUDGET

Mr. Halfen asked that the Board approve a preliminary Budget Plan for the 2012-2013 fiscal year, including the following two items:

1. A 6.5% across-the-board rate increase effective 7/1/2012
2. An across-the-board 2% Cost of Living Adjustment (COLA) to employee salaries, effective as of 7/15/2012

Mr. Halfen noted as in past years, the Consumer Price Index (CPI) will be reviewed again (for possible adjustments to employee salaries) in January of 2013. He also stated the upcoming fiscal year will be challenging due to proposed cuts to MediCare and MediCal reimbursements for California hospitals. He additionally stated it will also be challenging to budget precisely for the upcoming year, due to expenses that will be incurred relative to the move into the new hospital building; and due to unknown increases to monthly costs such as utilities. Following brief discussion of challenges to next year's fiscal year budget, it was moved by Ms. Hubbard, seconded by Doctor Clark, and passed to approve the two preliminary Budget Plan measures as requested, with Mr. Watercott and Ms. Hayden abstaining from the vote.

DISTRICT BOARD  
RESOLUTION 12-02

Mr. Halfen referred to proposed District Board Resolution 12-02 to consolidate the Hospital District Board election with the November General election on November 6, 2012. He explained that election consolidation will save the District approximately \$30,000, and it was then moved by Doctor Clark, seconded by Ms. Hayden, and passed to approve District Board Resolution 12-02 as requested.



DISTRICT BOARD  
RESOLUTION 12-03

Mr. Halfen also called attention to proposed District Board Resolution 12-03, to approve the line of credit documents with Alliance Bank of Arizona previously voted on at the May 31<sup>st</sup> special meeting. The Resolution has been requested (by Alliance Bank) in order to finalize the line of credit transaction. It was moved by Ms. Hubbard, seconded by Doctor Clark, and passed to approve District Board Resolution 12-03 as presented.

DISTRICT BOARD  
RESOLUTION 12-04

Mr. Halfen also called attention to proposed District Board Resolution 12-04 which addresses a minor District re-zoning for the November 6 election boundaries. He noted that every ten years District boundaries are reviewed following the census, and adjustments are made to zone boundaries if changes to population numbers warrant it. Mr. Halfen additionally noted that the proposed changes were suggested by the Inyo County Planning Department. Mr. Buchanan discussed possible concerns regarding the proposed shift, however following review of the changes suggested it was moved by Doctor Clark, seconded by Ms. Hubbard, and passed to approve District Board Resolution 12-04 as presented.

PURCHASE OF  
ULTRASOUND  
MACHINE FOR THE  
RADIOLOGY  
DEPARTMENT

Radiology Director Patty Dickson called attention to a proposal to purchase a new ultrasound machine for the Radiology Department, at a cost of \$153,000. Ms. Dickson explained our existing machine is ten years old and is considered to be past its useful life. The machine has been serviced frequently in recent times, and as it ages the service contracts are becoming more expensive. The image quality from the current machine is also not ideal, and NIH's radiologists have recommended replacing it with new equipment. Mr. Halfen stated he proposes doing a conditional sale to obtain the new machine, which means it will be financed for a monthly payment of \$32,000. He also noted the ultrasound machine produces a net income of \$1,000,000 for the hospital annually, and that ultrasound volume is increasing. Following review of the information provided it was moved by Doctor Ungersma, seconded by Ms. Hayden, and passed to approve the purchase of a new ultrasound machine for the Radiology Department as requested.

WAIVER OF CONFLICT  
WITH NIH  
FOUNDATION

Mr. Buchanan requested the Board grant a waiver of conflict of interest to allow him to assist the NIH Foundation in drawing up a contract for the ultra marathon Race Director services of Marie Boyd, R.N.. Mr. Buchanan explained he does not see any practical conflict in him assisting the Foundation in this matter, but a Board waiver is required before he can proceed further. It was moved by Ms. Hubbard, seconded by Doctor Ungersma, and passed to waive a possible conflict of interest regarding the NIH Foundation Race Director Contract with Marie Boyd as requested.

BOARD MEMBER  
REPORTS

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

OPPORTUNITY FOR  
PUBLIC COMMENT

In keeping with the Brown Act, Mr. Watercott again asked if any members of the public wished to comment on any items of interest. Mr. Halfen introduced Sharon Tourville, R.N., the hospitals' interim Chief Nursing Officer (CNO) who has contracted with NIH through B.E. Smith. Ms. Tourville stated she feels privileged to be on board at NIH, and she is very impressed with the new hospital building and with NIH staff.

CLOSED SESSION

At 7:15 p.m. Mr. Watercott announced the meeting was being adjourned to closed session to allow the Board of Directors to:

- A. Hear reports on the hospital quality assurance activities, and hear a report from the Medical Staff Executive Committee (Section 32155 of the Health and Safety Code, and Government Code Section 54962).
- B. Confer with legal counsel regarding pending litigation based on stop notice filed by Strocal, Inc. (Government Code Sections 910 et seq., 54956.9)
- C. Discussion to determine whether or not to initiate litigation (Government Code Section 54956.9(c)).
- D. Confer with legal counsel regarding potential litigation (Government Code Section 54956.9(c)).
- E. Confer with legal counsel regarding action filed by John Nesson M.D. against Northern Inyo County Local Hospital District and other Defendants (Government Code Section 54956.9(a)).

RETURN TO OPEN  
SESSION AND REPORT  
OF ACTION TAKEN

At 7:48 p.m. the meeting returned to open session. Mr. Watercott reported that the Board took no reportable action.

OPPORTUNITY FOR  
PUBLIC COMMENT

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

ADJOURNMENT

The meeting was adjourned at 7:49 p.m..

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Peter Watercott, President

Attest:

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M.C. Hubbard, Secretary

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# NORTHERN INYO HOSPITAL

## SECURITY REPORT

MAY 2012

### FACILITY SECURITY

Access security during this period revealed eleven instances of open or unsecured entry doors being located during those hours when doors were to be secured. Eight of those were in the new building. No interior doors were located unsecure during this period.

The old Main Building roof hatch was found unsecure once during this period.

### HUMAN SECURITY

On May 6<sup>th</sup>, Security assisted with an uncooperative patient in the ED.

On May 8<sup>th</sup>, Security assisted with an uncooperative patient in the ED.

On May 9<sup>th</sup>, Security was called to the ED for an extremely intoxicated, uncooperative patient. This patient was treated and ready for discharge however, was uncooperative to the extent that the P.D. was dispatched and took the subject into custody for Public Intoxication.

On May 13<sup>th</sup>, Security stood by with a mental health patient until treatment was completed.

On May 13<sup>th</sup>, Security came upon two individuals in a verbal argument in the main parking lot. The parties were contacted and counseled and agreed to take it somewhere else.

On May 19<sup>th</sup>, Security stood by in the ED with an intoxicated, sexual assault victim until arrival of Law Enforcement. Security then managed a large group of family members related to the victim and managed the Law Enforcement response when a suspect was brought in for a medical clearance in the above matter.

On May 20<sup>th</sup>, Security was called to the ED for a loud group of persons in the waiting area. Security spoke with these subjects and they kept the noise down.

On May 21<sup>st</sup>, Security was called to Med-Surg for an assaultive, elderly, male patient. The patient was counseled and complied.

On May 22<sup>nd</sup>, a patient presented in the ED with a loud and obnoxious friend. This friend refused to contain his disruptive behavior and left Campus at the request of Security.

On May 23<sup>rd</sup>, Security stood by with Clinical Staff during interaction with a Med-Surg patient that had demonstrated assaultive conduct previously.

On May 24<sup>th</sup>, Security noticed a young, male, adult wandering about the Hospital. Upon contact this subject stated he needed a place to stay for the night as he didn't wish to walk to his home in west Bishop. This subject left Campus at the request of Security.

On May 28<sup>th</sup>, Security was called to the ED for a possible drug seeking patient that was unhappy with Staffs refusal to prescribe narcotics. This subject was loud and argumentative and decided to leave prior to completion of treatment.

On May 28<sup>th</sup>, Security was called to the ED for an intoxicated, uncooperative patient with a head injury. Security stood by during treatment.

On May 28<sup>th</sup>, during the same time period as above, a combative overdose patient was brought to the ED. This subject was restrained and Security assisted with control of the patient during treatment. While attending to this patient, the above mentioned patient fled Campus when being brought back from a CT Scan. The PD was notified as a result of the patient's state of intoxication and a short time later advised she had been taken into custody.

On May 31<sup>st</sup>, Security stood by in the ED with an uncooperative, intoxicated patient.

Security Staff provided Law Enforcement assistance on fourteen occasions during this month. Two were for Lab BAC's.

5150 standby was provided three times during May.

Security provided patient assistance in thirty-one instances this month.

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NORTHERN INYO HOSPITAL  
PERFORMANCE IMPROVEMENT PLAN

PURPOSE

The Performance Improvement Plan establishes a hospital wide program and interdisciplinary approach to improve patient care and services at Northern Inyo Hospital; and to meet the requirements established by outside agencies.

SCOPE AND AUTHORITY

The scope of this plan will include all patient care and support services throughout the hospital and will encompass all ancillary care facilities.

The Northern Inyo County Local Hospital District (NICLHD) Board of Directors establishes these policies supporting the mission of Northern Inyo Hospital and is ultimately responsible for the quality of patient care and services provided. The NICLHD Board of Directors delegates the development, implementation and evaluation of the performance improvement policy and related plan to the Medical Staff and Hospital Administrator.

The Northern Inyo Hospital Administrator delegates performance improvement activities to the Performance Improvement Committee.

The Northern Inyo Hospital Medical Staff is charged with participating in the Performance Improvement Plan to achieve quality patient care and compliance with all regulatory agencies. Medical Staff members will contribute to all quality improvement activities through participation in Medical Staff service committees and by assuming leadership roles, as necessary, in the performance improvement process.

OBJECTIVES

1. To establish quality standards for patient care and services; and, to measure performance against accepted standards.
2. To improve patient care and services by directing the performance assessment and corrective actions for all hospital staff and associated services.
3. To accurately collect and organize data to identify areas for improvement; and, to seek resolution of identified concerns and support future improvement.
4. To communicate important findings and corrections to the Medical Staff Quality Improvement Committee and the NICLHD Board of Directors.

PERFORMANCE AND QUALITY MEASURES

Northern Inyo Hospital has established measurements to assess performance. The scope of these measurements will be consistent with the care and services provided, as well as the mission and goals of Northern Inyo Hospital.

Quality performance criteria will address, but is not limited to, the following:

1. Safety of the environment of care
2. Safety of the providers and recipients of care
3. The mission and objectives of Northern Inyo Hospital
4. Compliance with the regulatory, licensing, and accreditation requirements
5. The effectiveness, timeliness and stability of processes that are high risk, high volume or problem prone
6. Desirable outcomes of care for at-risk populations
7. The effectiveness of the design of new or modified services.

NORTHERN INYO HOSPITAL  
PERFORMANCE IMPROVEMENT PLAN

The criteria below will be the basis for ongoing evaluation of Northern Inyo Hospital functions, care, and services:

1. Operative and other invasive procedures
2. Medication use, including review of all medication errors and adverse drug reactions
3. Use of blood and blood components and transfusion reactions
4. Restraint use
5. Resuscitation outcomes
6. Infection prevention and control
7. Customer satisfaction
8. Pain management
9. Critical Indicators as established by NIH Medical Staff service committees
10. Quality of care and safety concerns identified by employees and staff
11. Utilization management
12. Falls reduction and patient safety
13. Outcomes related to use of anesthesia and procedural sedation
14. All sentinel events
15. Effectiveness of response to change or deterioration in patient's condition.

Measurement of the above areas may be organization-wide in scope, targeted to specific areas, departments or services, or focused on selected populations. These measurements may be ongoing, time limited, intensive or recurring. The duration, intensity, and frequency of monitoring are based on the needs of the organization, external requirements, and the results of data analysis.

#### DATA ANALYSIS

Data collected from performance measures will be reviewed and analyzed in order to identify patterns, trends and variations that might demonstrate opportunities for improvement. Analysis may include a continuous monitoring program or an intensive focused assessment appropriate to the situation or issue.

Data will be intensively assessed when a significant undesirable performance or variation is noted. Intense analysis may also be necessary when levels of performance or variation indicate a potential problem or concern such as the following:

1. Performance varies significantly from that of other organizations or recognized standards
2. A sentinel event has occurred, triggering a root cause analysis
3. There is a confirmed hemolytic reaction
4. There is a significant medication error or adverse drug reaction
5. There is a major discrepancy between preoperative and post-operative diagnosis including those identified during pathologic review
6. There is a significant adverse event associated with anesthesia or procedural sedation.

#### PERFORMANCE IMPROVEMENT EVALUATION AND REVIEW

Northern Inyo Hospital will undertake to improve existing processes and outcomes, and then institute policies and practices in order to sustain improved performance. Northern Inyo Hospital utilizes the PDCA model to institute practices to improve care: P (plan), D (do, implement the plan), C (check on results), and A (act on findings). This process may be used formally or informally in organizational improvement processes. In order for performance improvement to be sustained at Northern Inyo Hospital, staff must be educated in the key processes. Education and participation of staff at all levels is essential. Information available about sentinel events from either The Joint Commission (TJC) or from healthcare organizations that provide similar care and services will be analyzed for



NORTHERN INYO HOSPITAL  
PERFORMANCE IMPROVEMENT PLAN

opportunities to improve Northern Inyo Hospital's internal process and to prevent the event from occurring at Northern Inyo Hospital.

The Performance Improvement Coordinator will be responsible for reviewing, organizing and processing risk management incidents. The Performance Improvement department will collect and compile the data identified in this Plan for analysis and presentation to the Medical Staff Quality Improvement Committee. Data or information regarding individual physicians, independent licensed practitioners, and others granted clinical privileges at Northern Inyo Hospital or appointed to the Northern Inyo Hospital Medical Staff will be forwarded to the Medical Staff Coordinator for appropriate action and secure storage in the Medical Staff office.

#### MEDICAL STAFF QUALITY IMPROVEMENT COMMITTEE

The Medical Staff Quality Improvement Committee is composed of the members of the Medical Executive Committee, the Hospital Administrator, the Director of Nurses and the Performance Improvement Coordinator. The Quality Improvement Committee meets at least ten (10) times a year. The Quality Improvement Committee shall be responsible for overall supervision of patient care services, quality monitoring, and hospital assessment and improvement activities. Accordingly, the Quality Improvement Committee shall:

1. Oversee the implementation of the Performance Improvement Plan to improve the quality of care and services which affect patient health and safety;
2. Revise the Performance Improvement Plan as necessary to set forth specific mechanisms for reviewing, evaluating, and maintaining the quality, appropriateness, and efficiency of patient care within the hospital;
3. Evaluate reports and review data regarding the quality and appropriateness of the diagnosis and treatment furnished by all health care providers.
4. Take appropriate remedial actions to address deficiencies found through the quality assurance programs and document the outcomes of all remedial actions.
5. Assess corrective actions when indicated by the findings and recommendations generated by the peer review process or the quality improvement organization, BETA Healthcare Group. The outcomes of all remedial actions will be documented.
6. Support continuing healthcare education and the development of appropriate educational programs for physicians and hospital staff.
7. Annually review, and report to the NICHLD Board of Directors, all patient care services and other services which affect patient health and safety.

#### PERFORMANCE IMPROVEMENT COMMITTEE

The Performance Improvement Committee will consist of all Hospital department heads, supervisors and managers, the Performance Improvement Coordinator, the Compliance Officer, the Medical Staff Coordinator, and the Hospital Administrator. The Performance Improvement Committee will meet at least quarterly. The Committee will review the performance improvement activities of hospital departments and patient care services and all other services that affect patient health and safety, excluding Medical Staff and peer review reports and activities, as directed by the Medical Staff Quality Improvement Committee. Patient safety studies will be reported to the Performance Improvement Committee at least quarterly. The Performance Improvement Committee will also recommend remedial actions to address deficiencies found through the quality assurance programs.

The Northern Inyo Hospital Performance Improvement Committee and the Medical Staff Quality Improvement Committee will review this Performance Improvement Plan and any associated plans at least annually.

# Northern Inyo Hospital Medical Staff Physician Complaint Resolution Process

## Policy

To create a responsible, consistent, and accessible means of communicating and addressing complaints regarding physicians at Northern Inyo Hospital.

## Definition

Complaints about a physician may be concerns from patients, friends, family members, hospital staff, medical staff, volunteers or anyone who is conducting business at the hospital. Types of complaints that should be referred to the Medical Staff Office include any concerns regarding quality of care provided and/or behavioral issues. Complaints may come in the form of a letter, phone call, email or from an 'incident' report. Anonymous complaints will not be accepted.

## Procedure

1. All complaints will be initially directed to the Medical Staff Office. The Medical Staff Coordinator will review the complaint, complete the approved Medical Staff form entitled *NIH Physician-Related Event Report*, advise the Chief of Staff, and forward it to the appropriate Committee Chair/Service Chief and/or Service Chief. At that time, the individual filing the complaint will be notified that the complaint was received.
2. The Committee Chair/Service Chief, or designee, will review the complaint and notify the Medical Staff Office of how the complaint will be handled. The Committee Chair/Service Chief may draft a letter to the individual filing the complaint notifying him/her that the complaint is under review.
3. The Committee Chair/Service Chief, or designee, will notify the physician in writing or in person of the complaint. The physician who is the subject of the complaint will be given an opportunity to review the complaint and provide input as desired. The physician may not keep a copy of the complaint. If the physician provides a written response, it will be kept with the complaint for review and filed in the physician's credentials file with the final outcome of the complaint.
4. For any complaint that involves concerns about quality of care, the patient encounter will be submitted for peer review through the usual Medical Staff Peer Review process.
5. Complaints may be handled through one of the following scenarios:

- a. The complaint may be handled by a meeting with the individual who filed the complaint. This meeting may include the complainant, the complainant's supervisor (if an NIH employee), the physician who is the subject of the complaint, the Committee Chair/Service Chief, and/or others as appropriate. The Committee Chair/Service Chief, or designee, will prepare a written report noting the key elements of the conversation and any resolutions or actions to be taken. The memo will be filed in the physician's credentials file.
  - b. The complaint may be handled with a letter drafted by the Committee Chair/Service Chief, or designee, to be sent to the individual who filed the complaint. A copy of the letter including any resolutions or actions to be taken will be filed in the physician's credentials file.
6. If the Committee Chair/Service Chief feels the complaint requires further investigation or action, it will be referred to the Medical Executive Committee for review. The MEC will determine what level of action is appropriate. If there is cause for formal corrective action, the MEC will then follow the appropriate procedures as outlined in the Medical Staff Bylaws and policies.
7. The Committee Chair/Service Chief will notify the physician in writing of the outcome of the complaint.
8. It is the responsibility of the Medical Staff Office to track the progress of all complaints and keep accurate records of any resolutions in the physician's credentials file. All complaints will be reviewed at the time of re-credentialing.
9. The complaint resolution process is a component of peer review. All peer review documentation will be maintained in the Medical Staff Office in accordance with the Medical Staff Bylaws in order to protect their confidentiality and to qualify for protection under Evidence Code Section 1157.

**NIH PHYSICIAN-RELATED EVENT REPORT**  
**PROTECTED PEER REVIEW DOCUMENT: EV. CODE 1157**

**Submit Completed Forms To The Medical Staff Office, ATTN: Chief of Staff**  
With supporting documentation (if available and applicable)

<b>Date of Event:</b>	<b>Time of Event:</b>
<b>Location:</b>	
<b>Patient MR # (if applicable):</b>	

**Please provide a DETAILED description of the event:**

**Who was involved?**

**What happened?**

**What were the contributing factors?**

**Has this happened before? (If yes, how often & when?)**

**What could prevent future occurrences?**

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Signature of Person Reporting Event**

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: Nebulized Lidocaine	
Scope: Respiratory Therapist	Department: Respiratory Care
Source: Director of Respiratory Care	Effective Date: 2-23-2012

**PURPOSE:**

Lidocaine is a common local anesthetic frequently nebulized during bronchoscopy procedures, placement of NG tubes, to relieve bronchoconstriction and cough symptoms as well as acting as a local anesthetic. It is typically given in a dose between 20 and 160 mg. Aerosolized drugs have several advantages over other drug formulations, including quick onset of action and low incidence of systemic adverse effects.

**LIMITATIONS:**

1. This policy is for patients weighing > 45 Kg
2. Duration of Lidocaine is approximately 15-20 minutes; there should be no delay in doing the procedure after nebulization.
3. Recommended to wait 20 minutes before repeating dose if necessary.

**EQUIPMENT:**

1. Hand Held Nebulizer
2. Aerosol Mask
3. 3 ml of 4 % Lidocaine 40mg/ml
4. Filter Straw

**PROCEDURE:**

1. Once an order for a Lidocaine treatment is written, the Respiratory Care Practitioner (RCP) will check the order.
  - a. 3 ml of 4% Lidocaine 40mg/ml (Preservative Free)
2. RCP will obtain proper equipment and take it to the patient's room.
3. Patient identification must be confirmed using the **two-identifier** system prior to conducting any healthcare procedures. See policy.
4. The RCP will identify themselves to the patient and explain the procedure to them.
5. The medication and a filter straw will be removed from the Omni-cell.
6. The equipment will be assembled, breath sounds, pulse, respirations will be assessed, the medication ordered will be instilled in the HHN and then administered at a flow rate of 6-8 lpm with either oxygen or medical air.
7. Patient will be coached to breathe slowly through the mouth at normal tidal volume.

**INDICATIONS:**

1. The need to deliver Lidocaine as an aerosol to the airways, to
  - a. Control pain and gagging during procedures
  - b. Relieve bronchoconstriction
  - c. Cough symptoms

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: Nebulized Lidocaine	
Scope: Respiratory Therapist	Department: Respiratory Care
Source: Director of Respiratory Care	Effective Date: 2-23-2012

**HAZARDS / COMPLICATIONS:**

1. Malfunction of device and/or improper technique may result in under dosing or overdosing.
2. Complications related to specific pharmacological agents can occur.
3. Aerosols may cause bronchospasm or irritation of the airway.
4. Exposure to medications and patient-generated droplet nuclei may be hazardous to clinicians.
5. Personal protection devices and equipment are available and should be used when indicated per universal precaution protocol. (Gloves, masks, gowns, hood filtration and if necessary patient isolation with vented room exhaust and mechanical air filtration exchange unit. Also appropriate eye protection as necessary.)

**SYMPTOMS OF LIDOCAINE TOXICITY:**

1. Lightheadedness, dizziness
2. Visual disturbance
3. Headache
4. Mouth tingling, numbness or tingling of tongue
5. Sedation
6. Impaired concentration
7. Imperfect articulation of speech
8. Tinnitus
9. Metallic taste
10. Muscular twitching, tremors

References: "Unlabeled Uses of Nebulized Medications, **Mary Beth Shirk, Pharm.D. Kevin R. Donahue, B.S., Pharm.D. Jill Shirvani, A.A.S.**, 10/24/2006; American Journal of Health-System Pharmacy. 2006;63(18):1704-1716. © 2006 American Society of Health-System Pharmacists Medscape

<b>Committee Approval</b>	<b>Date</b>
Medical Staff	4/10/12
Pharmacy & Therapeutics Committee	5/17/12
Medical Executive Committee	
NICLHD Board of Directors	

Revised

Reviewed

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: Managing Drug Shortages	
Scope: Hospital-wide	Department: Pharmacy
Source: Director of Pharmacy	Effective Date:

**PURPOSE:**

The purpose of this policy is to set forth the practices that will be followed in an organized, coordinated and consistent approach to managing drug shortages.

**POLICY:**

1. The Pharmacy and Therapeutics Committee gives the responsibility for monitoring drug shortages to the Director of Pharmacy.
2. The Director of Pharmacy will be responsible for educating and informing all Medical Staff members who will be affected by the drug shortage(s). An email will be sent to the Medical Staff office which will distribute the information to all Medical Staff members.
3. The Director of Pharmacy will follow the following plan in addressing the shortage:
  - a. Place the item on back-order with the wholesaler.
  - b. Try to purchase through cooperating pharmacies with access to alternate wholesalers.
  - c. Communicate with other California Licensed Hospital Pharmacies, including but not limited to Mammoth Hospital and other members of Western Alliance for Healthcare Resources purchasing group, to try to purchase surplus supplies.
4. The Director of Pharmacy will develop information sheets and/or dosing guidelines for medication alternatives, which will be distributed to Medical Staff members via the Medical Staff office.
5. Prioritizing which patient(s) will receive the limited supply of drug will be accomplished by the Chief of Staff or designee and Chairman of the Pharmacy and Therapeutics Committee in consultation with Staff physicians who prescribe the medication. Decisions will be communicated to the Medical Staff via the Medical Staff office.

<b>Committee Approval</b>	<b>Date</b>
Medical Staff	4/10/12
Pharmacy and Therapeutics Committee	5/17/12
Medical Executive Committee	6/5/12
Board of Directors	

Revised  
Reviewed  
Supercedes

# DRAFT

## NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

REVISION UNDERLINED

Title: PHARMACIST CLINICAL INTERVENTIONS	
Scope: Hospital-Wide	Department: Pharmacy
Source: Pharmacy	Effective Date: 10/08/2003

### PURPOSE:

To insure that pharmacist clinical interventions are performed at NIH in a uniform fashion .

### POLICY:

1. Pharmacists will perform clinical interventions that are approved by the medical staff, ordered by a physician, and that are, in the professional judgment of the pharmacist, necessary for the safety of patients at NIH.
2. Such interventions include, but not limited to, dose adjustments based upon renal function, conversion of parenteral to enteral dosage forms, adjusting antibiotic therapy in accordance with a culture and sensitivity report, delaying or stopping access to medications which have been prescribed in doses which are clearly outside of approved ranges, and, delaying or stopping medications which are prescribed in a manner which might cause a medication error to occur.
3. Unless the prescriber orders a pharmacist intervention, contact with the prescriber must be initiated by the pharmacist immediately prior to an intervention, or, if in the judgement of the pharmacist the intervention must be made immediately to avoid patient harm, as soon as possible after an intervention is made pursuant to this policy.
4. Clinical interventions will be documented on patients' medical records in a manner prescribed by this policy and procedure.
5. Clinical interventions will be documented on patients' medical records in accordance with the procedures below or through Computerized Physician Order Entry (CPOE) performed by the intervening pharmacist on his/her own login.

### PROCEDURE:

#### Preparation

1. Run necessary reports each day before 1000.
2. Run the "targeted drug" report.
3. Highlight drugs approved for IV to PO conversions.
4. Highlight orders that are to be reviewed for intervention.



5. Check patient profile for ht., wt., scr., age, scheduled oral/ng medications make information entries to monitoring form. Calculate IBW, IDW, Creatinine Clearance in pharmacy if possible.
6. Go to nursing floors to obtain patient charts and current clinical information.

#### Renal Dosing Protocol

1. In Progress Notes write the following:

Date and time

Ht. = inches, Wt. = Kg., Age = yrs., IBW (ideal body wt.) = kg., IDW (ideal dosing wt. If appropriate) = Kg.  
 Calculated Creatinine Clearance = ml/min.  
 Dose of (insert med name) = mg (or gm) q (insert hours)h (e.g. Dose of Levaquin = 250mg q48h)

Sign your name, title.

2. In Physician's Order Sheet write the following:

Decrease (insert name of drug) to (insert strength) q (insert hours)h IVPB (e.g. Decrease Levaquin to 250mg q48h)

Per Renal Dosing Protocol  
 Sign your name, title.

#### IV to PO Conversion

1. In Progress Notes:

Pt. on (insert type if known) diet. Pt. taking scheduled PO (or NG) medications. Meets criteria for IV to PO conversion of (insert Med name). (Insert Medication Name) provides equal blood levels PO as IV (or provides equal efficacy PO as IV in the case of Zantac). Plan: change (insert drug name) to PO.

Sign your name, title.

2. In Physician's Order sheet:

DC (name of medication) IV. (Name of Medication, strength) PO (or NG) q (insert hours)h (or qd, bid, etc.)

Per IV to PO protocol  
 Sign your name, title

#### Antibiotic Streamlining:

1. In patients Medical Record, look for culture and sensitivities, overlapping coverage of empiric antibiotics (Ancef plus Cefotan, Levaquin plus Cefotan, etc.). Check WBC's, pt. temps, renal and hepatic function, diagnosis and progress notes to determine the efficacy of the antibiotic choice(s).
2. In the absence of C&S leave a note attached to the progress notes pointing out your findings and suggesting a change.
3. In the progress notes:
 

Write pertinent findings, recommendations.  
Sign your name, title
4. Follow up until change is made or rejected. Note each visit in the progress notes and on our clinical record.

Ordered Interventions:

1. Following physician order such as "Pharmacy to Dose [Medication Name]" the pharmacist will gather all of the necessary patient data, order laboratory tests including CBC, Chem Panel, Serum Creatinine, Drug levels if not already ordered.
2. Follow Renal Dosing Protocol above
3. Write daily or periodic progress notes, showing recalculations based upon new data as needed.

<b>Committee Approval</b>	<b>Date</b>
Policy and Procedure Committee	10/8/03
Pharmacy and Therapeutics Committee	10/16/03
Medical Executive Committee	11/4/03

Revised        05/17/2012  
 Reviewed  
 Supercedes

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: <b>Disinfection of Computer Devices</b>	
Scope:	Department: <b>Infection Control Orange Manual</b>
Source: Smith, Barbara	Effective Date:

**POLICY:**

It is the responsibility of all staff and “device” users to minimize the risk of transmission of pathogens by following principles of hand hygiene and the cleaning of devices with manufactured approved products. All computer devices will be cleaned and disinfected in order to prevent cross-contamination and the transmission of pathogens throughout the facility. Computer devices include but are not limited to computer keyboards, mice, and bar code scanners.

**PROCEDURE:**

1. Staff and other “users” are responsible for intermittent cleaning of the devices before and after use.
  - i. Computer equipment that is stored on rolling stands (i.e. computer-on-wheels), specifically the keyboard and mouse, should be cleaned with an EPA-registered hospital disinfectant wipe by the **user** prior to entrance and upon exit of a patient care area/room. (Do Not clean the screen itself) **All staff must clean their hands after patient contact and prior to using the computer equipment.**
  - ii. Rooms with patients on **precautions** should have dedicated computer equipment, if possible. All staff must clean their hands after patient contact and prior to using the computer equipment.
  - iii. All gloves must be removed and hands cleaned prior to using the computer equipment.
  - iv. Barcode scanners, and other non-porous portable devices, should be cleaned with an alcohol or disinfectant wipe by the **user** prior to entrance and upon exit of a patient care area/room.
2. The cleaning or disinfecting of computer hardware (not being used inside a patient room) will be cleaned on regular and routine bases by the department using that computer station, using an EPA-registered hospital detergent/disinfectant. ( do not use these wipes to clean the screen)
3. All computer stations used in a **precautions** room will be cleaned by housekeeping during their terminal cleaning of that room once the patient has been discharged. This will include the entire stand and computer but not the computer screen itself. Environmental services will be using an EPA-registered hospital disinfectant wipe Cleaning will be completed prior to removing the computer from the room.

**REGULATORY STANDARDS:**

- Joint Commission Infection Control Standards
- Siegel JD, Rhinehart E, Jackson M, Chiarello L, and the Healthcare Infection Control Practices Advisory Committee, 2007 Guideline for Isolation Precautions: Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007 <http://www.cdc.gov/ncidod/dhqp/pdf/isolation2007.pdf>
- Occupational Safety & Health Administration Bloodborne Pathogen Standard

<b>Approval</b>	<b>Date</b>
Infection Control Committee	

Revised:  
Reviewed:

**NORTHERN INYO HOSPITAL MEDICAL STAFF  
PROTOCOL FOR  
PHYSICIAN ASSISTANT IN THE OPERATING ROOM**

I. POLICY:

- A. The Physician Assistant (PA) assists the attending surgeon during a surgical procedure by providing aid in exposure, hemostasis, and other technical functions which will help the surgeon carry out a safe operation with optimal results for the patient.
- B. Only a PA currently licensed in California, who meets all the criteria specified in Appendix A may perform this procedure. Knowledgeable regarding PA limitations and practices within these.

The PA will be evaluated for continued competency 90 days after assuming this position and yearly thereafter. The evaluation will be done by a physician and will contain input from the appropriate attending surgeon(s) based on this protocol, chart review and their observations.

- C. The PA may function under this protocol only when the following conditions are met:
  - 1. The attending surgeon has determined that the PA can provide the type of assistance needed during the specific surgery.
  - 2. The PA functions **under the direct supervision** of the Attending Surgeon, i.e., **only when the attending surgeon is physically present in the operating room.**

II. PROTOCOL

The PA will:

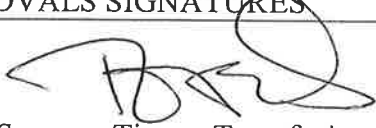

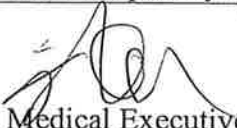
- 1. Assist with the positioning, prepping and draping of the patient, or perform these actions independently, if so directed by the surgeon.
- 2. Provide retraction by:
  - a. Closely observing the operative field at all times.
  - b. Demonstrating stamina for sustained retraction.
  - c. Retaining manually controlled retractors in the position set by the surgeon with regard to surrounding tissue.
  - d. Managing all instruments in the operative field to prevent obstruction of the surgeon's view.
  - e. Anticipating retraction needs with knowledge of the surgeon's preferences and anatomical structures.
- 3. Provide hemostasis by:
  - a. Applying the electrocautery tip to clamps or vessels in a safe and knowledgeable manner, as directed by the surgeon.
  - b. Sponging and utilizing pressure, as necessary.
  - c. Utilizing suctioning techniques.
  - d. Applying clamps on superficial vessels and the tying or electrocoagulation of them, as directed by the surgeon.
  - e. Placing suture ligatures in the muscle, subcutaneous and skin layer.
  - f. Placing hemoclips on bleeders, as directed by the surgeon.

4. Perform knot tying by:
  - a. Having knowledge of the basic techniques of knot tying to include, two-handed tie; one-handed tie; instrument tie.
  - b. Tying knots firmly to avoid slipping.
  - c. Avoiding undue friction to prevent fraying of suture.
  - d. "Walking" the knot down to the tissue with the tip of the index finger and laying the strands flat.
  - e. Approximating tissue rather than pulling tightly to prevent tissue necrosis.
5. Perform dissection as directed by the surgeon by:
  - a. Having knowledge of the anatomy.
  - b. Demonstrating the ability to use the appropriate instrumentation.
  - c. For abdominal surgery: dissection includes all layers to, but not, the peritoneum.
6. Provide closure of layers of tissue as directed by the surgeon; sutures fascia., subcutaneous tissue and skin by:
  - a. Correctly approximating the layers, under direction of the surgeon.
  - b. Demonstrating knowledge of the different types of closures, to include but not be limited to: interrupted vs. continuous; skin sutures vs. staples; subcuticular closure; horizontal mattress.
  - c. Correctly approximating skin edges when utilizing skin staples or suture.
7. Assist the surgeon at the completion of the surgical procedure by:
  - a. Affixing and stabilizing all drains.
  - b. Cleaning the wound and applying the dressing.
  - c. Assisting with applying casts; splints, bulky dressings, abduction devices.

The PA practices within the appropriate limitations and may choose not to perform those functions for which he/she has not been prepared or which he/she does not feel capable of performing.

**APPENDIX A**

- I. A Physician Assistant who is approved as a PA at NIH may function as first assistant if all of the following conditions exist.
  1. Currently licensed as a PA in California.
  2. Successful completion of an accredited Physician Assistant program. (A copy of the certificate of completion will be placed in the PA's personnel file and the Medical Staff credentials file.)
  3. Demonstrated knowledge and skill in applying principles of asepsis and infection control and demonstrated skill in behaviors that are unique to functioning as a PA.
  4. Demonstrated knowledge of surgical anatomy, physiology and operative procedures for which the PA assists.
  5. Demonstrated ability to function effectively and harmoniously as a team member.
  6. Able to perform CPR; ACLS completion preferred.
  7. Able to perform effectively in stressful and emergency situations.

APPROVALS SIGNATURES	DATE
 Chair, Surgery, Tissue, Transfusion and Anesthesia Committee	5/30/12
 Chair, Interdisciplinary Practice Committee	5/30/12
 Chair, Medical Executive Committee	5/30/12
President, NICLHD Board of Directors	

BDA Approved  
3/21/12

PA Authorized to Perform this Protocol	Date of Approval by District Board of Directors
Signature of Supervising Physician	Date

PA Authorized to Perform this Protocol	Date of Approval by District Board of Directors
Signature of Supervising Physician	Date

PA Authorized to Perform this Protocol	Date of Approval by District Board of Directors
Signature of Supervising Physician	Date

PA Authorized to Perform this Protocol	Date of Approval by District Board of Directors
Signature of Supervising Physician	Date

PA Authorized to Perform this Protocol	Date of Approval
Signature of Supervising Physician	Date

*Starosta 10/20/10*  
*Marshall*

PA Authorized to Perform this Protocol	Date of Approval by District Board of Directors
Signature of Supervising Physician	Date

PA Authorized to Perform this Protocol	Date of Approval by District Board of Directors
Signature of Supervising Physician	Date

## **DELEGATION OF SERVICES AGREEMENT BETWEEN SUPERVISING PHYSICIAN AND PHYSICIAN ASSISTANT AND WRITTEN SUPERVISION GUIDELINES**

This Delegation of Services Agreement is entered into between *Dr. Tomi Bortolazzo, M.D. ("Supervising Physician")*, and *Emily Marshall, PA-C ("PA")*, in order to fulfill the purposes set forth below.

1. **Purpose.** The purpose of this Agreement is to comply with the requirements of Title 16, Article 4, of the California Code of Regulations, hereinafter referred to as the "Physician Assistant Regulations." Section 1399.540 of the Physician Assistant Regulations states, in pertinent part, that "A physician assistant may only provide those medical services which he or she is competent to perform and which are consistent with the physician assistant's education, training and experience, and which are delegated in writing by a supervising physician who is responsible for the patients cared for by that physician assistant." In this Agreement, Supervising Physician hereby delegates the performance of certain medical services to PA. Section 1399.545 of the Physician Assistant Regulations sets forth requirements for supervision by a supervising physician when a PA is caring for patients. This Agreement shall set forth such requirements to be followed by Supervising Physician.
2. **Qualifications.** PA is licensed by the California Physician Assistant Committee. Supervising Physician is licensed by the Medical Board of California or the Osteopathic Medical Board of California and is qualified to act as a supervising physician. PA and Supervising Physician are familiar with the requirements governing the performance of medical services by PAs, and the supervision of PAs by supervising physicians, as set forth in the Physician Assistant Regulations.
3. **Authorized Services.**
  - (a) PA is authorized by Supervising Physician to perform all the tasks set forth in subsections (a), (b), (c), (d), (e), (f), and (g) of Section 1399.541 of the Physician Assistant Regulations, subject to the limitations and conditions described in this Agreement or established by Supervising Physician in any applicable protocols or otherwise. PA is also authorized to perform certain surgical procedures as specified by Supervising Physician in accordance with Section 1399.541(i) of the Physician Assistant Regulations.
  - (b) As required by Section 1399.540 of the Physician Assistant Regulations, PA may only provide those medical services which he or she is competent to perform and which are consistent with PA's education, training and experience. PA shall consult with Supervising Physician or another qualified health care practitioner regarding any task, procedure or diagnostic problem which PA determines exceeds his or her level of competence, or shall refer such cases to Supervising Physician or another appropriate practitioner.



(c) PA shall perform delegated medical services under the supervision of the Supervising Physician as specified in the Physician Assistant Regulations, this Agreement, any applicable practice protocols, and the specific instructions of Supervising Physician.

(d) As required by Section 1399.546, each time a PA provides care for a patient and enters his or her name, signature, initials or computer code on the patient's record or written order, PA shall also enter the name of the Supervising Physician responsible for the patient.

#### **4. Drug Orders.**

- (a) PA may administer or provide medication to a patient, or issue a drug order, orally or in writing in a patient's chart or drug order form, subject to the conditions and limitations as set forth in Section 3502.1 of the Business and Professions Code, this Agreement, any applicable protocols as described in subsection (b) below, or the specific instructions of Supervising Physician. Such medications may include Controlled Substances in schedules [II] through V. PA may sign for the request and receipt of samples of drugs specified in the protocols described in subsection (b) below.
- (b) Drug orders shall either be based on protocols established or adopted by Supervising Physician, or shall be approved by Supervising Physician for the specific patient prior to being issued or carried out. Notwithstanding the foregoing, all drug orders for Controlled Substances shall be approved by Supervising Physician for the specific patient prior to being issued or carried out.
- (c) Supervising Physician shall review, countersign, and date the medical record of any patient for whom PA issues or carries out a drug order for a Schedule II Controlled Substance within seven (7) days.

#### **5. Emergency Transport and Backup.**

- (a) In a medical emergency requiring the services of a hospital emergency room, the patient shall be directed or transported to the Northern Inyo Hospital Emergency Room, the telephone number of which is 760-873-5811 . When indicated, PA or practice personnel shall telephone the 911 Operator to summon an ambulance.
- (b) In the event Supervising Physician is not available when needed, PA may call and/or refer patients to other authorized physicians as designated by the Supervising Physician, or as otherwise deemed appropriate by PA.

6. **Supervising Physician's Responsibilities.**

- (a) Supervising Physician shall remain electronically available at all times while PA is performing medical services, unless another approved supervising physician who has signed a Delegation of Services Agreement for PA is so available.
- (b) To the extent required by Section 4(c) above, Supervising Physician shall review, countersign and date within seven (7) days the medical record of any patient for whom PA issues or carries out a drug order. For other patients, Supervising Physician shall utilize one or more of the following mechanisms to supervise PA, as required by Section 1399.545 of the Physician Assistant Regulations:

\_\_\_\_\_ Examination of the patient by Supervising Physician the same day as care is given by PA

\_\_\_\_\_ Supervising Physician shall review, audit and countersign every medical record written by PA within 30 days of the encounter.

**X** \_\_\_\_\_ Supervising Physician shall audit the medical records of at least five percent (5%) of the patients managed by PA under protocols which shall be adopted by Supervising Physician and PA, pursuant to Section 1399.545(e)(3) of the Physician Assistant Regulations. Supervising Physician shall select for review those cases which by diagnosis, problem, treatment or procedure represent, in his or her judgment, the most significant risk to the patient.

1. **Protocols.** This Agreement does not constitute the protocols required by Section 3502.1 of the Business and Professions Code or, if applicable, Section 1399.545(e)(3) of the Physician Assistant Regulations. Such protocols are on file at the practice site and may incorporate by reference appropriate medical texts.
2. **No Third Party Beneficiaries.** This Agreement shall not be construed as creating rights in or obligations to any third party. It is the intent of the parties solely to fulfill the requirements of the Physician Assistant Regulations for a Delegation of Services Agreement and for the mechanisms to be used by Supervising Physician in supervising PA.

Dated: 9/10/11 \_\_\_\_\_ PHYSICIAN ASSISTANT

Dated: 9/16/11 \_\_\_\_\_ SUPERVISING PHYSICIAN

23 May 2012

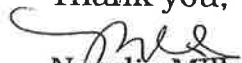
Robbin Cromer-Tyler, M.D.  
Chief, NIH Staff  
Northern Inyo Hospital  
150 Pioneer Lane  
Bishop, California 93514

---

Dear Dr. Cromer-Tyler,

I am writing to inform you of my resignation from the NIH Medical Staff and relinquishment of hospital privileges, effective immediately.

Thank you,

  
Natalie Mills, M.D.

Cc: John Halfen, NIH CEO/CFO



**NORTHERN INYO HOSPITAL**  
150 Pioneer Lane, Bishop, California 93514  
*People you know, caring for people you love*

Medical Staff Office  
(760) 873-2136 voice  
(760) 873-2130 fax  
maggie.egan@nih.org

May 31, 2012

Robbin Cromer-Tyler, MD  
Chief of Staff  
Northern Inyo Hospital

Dear Dr. Cromer-Tyler,

I am writing to inform you that I am leaving the area to practice in Lancaster, California, therefore I must resign my NIH Active Staff appointment and clinical privileges at Northern Inyo Hospital.

Thank you.

Sincerely,

Vasuki Daram, MD

**THIS SHEET  
INTENTIONALLY  
LEFT BLANK**



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

August 08, 2011

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

RE: Northern Inyo Hospital Construction  
Project # 1495401  
**Change Order Request Number COR - 207R1**

Dear Mr. Halfen,

We have finalized the required quotations for the additional work outlined below. Please see the attached supporting documentation for a complete labor, material and equipment estimate of the work. Please note that Turner has reduced the cost of this COR by covering 1/3 of the added costs via the Construction Contingency. See response to RBB comments for historical information and reasoning behind offset in costs.

<b>PCO No</b>	<b>Description</b>	<b>Amount</b>
402	IB 247 Stair #2 column modification	\$8,904.58
<b>Total Amount</b>	<b>\$8,904.58</b>	

Funding Source: Owner Contingency (Construction Contingency covered \$4,268)

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

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by **Eight thousand nine hundred four and 58/100 dollars (\$8,904.58)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

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

Sincerely,



Kathy Sherry  
Project Manager

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Halfen  
CEO - Northern Inyo Hospital

cc: File  
*Cmb*

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

October 14, 2011

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

RE: Northern Inyo Hospital Construction  
Project # 1495401  
**Change Order Request Number COR - 252**

Dear Mr. Halfen,

We have finalized the required quotations for the additional work outlined below. The first round of the elevator submittal that was submitted to NTD (8.14.09), Turner noted that the walls were 4 inch and NTD corrected the comment and stated that the walls were 6 inch. Also when resubmitted to RBB, the submittal was approved with 6 inch walls. Per the contract drawings, the walls were designed as 4 inch and the elevator door frames were fabricated to the approved submittal.

The most cost efficient way to fix the three door frames was the following; to build out the walls on the north side elevation to 6 inch on cars 2 & 3 to accommodate the two frames, to avoid the heavy cost of modifying the frames from 6 inch to 4 inch. At Elevator #1 we had to modify the door frame to maintain the corridor width.

Please see the attached supporting documentation for a complete labor, material and equipment estimate of the work.

<b>PCO No</b>	<b>Description</b>	<b>Amount</b>
512	RFI 1139 North Entrance to Elevators 2 & 3 (H1059 Hallway)	\$11,468.73

**Total Amount**                    **\$11,468.73**

Funding Source: Owner Contingency

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

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by **Eleven thousand four hundred sixty eight and 73/100 dollars (\$11,468.73)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

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

Sincerely,



Kathy Sherry  
Project Manager



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

March 13, 2012

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

RE: Northern Inyo Hospital Construction  
Project # 1495401  
**Change Order Request Number COR - 299**

Dear Mr. Halfen,

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

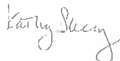
<b>PCO No</b>	<b>Description</b>	<b>Amount</b>
670	IB 353 - Indirect Waste	\$6,739.99
<b>Total Amount</b>	<b>\$6,739.99</b>	

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

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by **Six thousand seven hundred thirty nine and 99/100 dollars (\$6,739.99)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

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

Sincerely,



Kathy Sherry  
Project Manager

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Halfen  
CEO - Northern Inyo Hospital

cc: File

**Turner Construction**  
**Northern Inyo Hospital Construction**  
150 Pioneer Lane  
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phone: 760-582-9020  
fax: 760-873-7246

June 11, 2012

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

RE: Northern Inyo Hospital Construction  
Project # 1495401  
**Change Order Request Number COR - 333**

Dear Mr. Halfen,

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

<b>PCO No</b>	<b>Description</b>	<b>Amount</b>
644	21 Added GFI Receptacles at the OR Nurse Stations – This work was coordinated between the Nursing Staff, Keckler and Rex Moore.	\$3,991.22

**Total Amount            \$3,991.22**

Funding Source: Owner Contingency

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

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by **Three thousand nine hundred ninety one and 22/100 dollars (\$3,991.22)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

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

Sincerely,



Kathy Sherry  
Project Manager

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Halfen  
CEO - Northern Inyo Hospital

cc: File



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

June 11, 2012

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

RE: Northern Inyo Hospital Construction  
Project # 1495401  
**Change Order Request Number COR - 334**

Dear Mr. Halfen,

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

<b>PCO No</b>	<b>Description</b>	<b>Amount</b>
651	RFI 1317 – Change the S-3 sink in H2051 for ADA Compliance	\$1,278.94

**Total Amount**            **\$1,278.94**

Funding Source: Owner Contingency

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

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by **One thousand two hundred seventy eight and 94/100 dollars (\$1,278.94)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

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

Sincerely,

Kathy Sherry  
Project Manager

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Halfen  
CEO - Northern Inyo Hospital

cc: File



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

June 12, 2012

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

RE: Northern Inyo Hospital Construction  
Project # 1495401  
**Change Order Request Number COR - 335**

Dear Mr. Halfen,

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

<b>PCO No</b>	<b>Description</b>	<b>Amount</b>
706	Owner Requested Added Filter Rack in CUP	\$2,133.31
707	Owner Requested Hose Kits an Janitor Sinks	\$316.08

**Total Amount            \$2,449.39**


Funding Source: Owner Contingency

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

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by **Two thousand four hundred forty nine and 39/100 dollars (\$2,449.39)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

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

Sincerely,



Kathy Sherry  
Project Manager

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Halfen  
CEO - Northern Inyo Hospital

cc: File

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

June 12, 2012

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

RE: Northern Inyo Hospital Construction  
Project # 1495401  
**Change Order Request Number COR - 336**

Dear Mr. Halfen,

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

PCO No	Description	Amount
708	Added unistrut for the OSHPD required mobile shelving tether detail	\$5,636.30

**Total Amount            \$5,636.30**

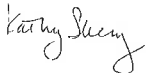
Funding Source: Owner Contingency

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

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by **Five thousand six hundred thirty six and 30/100 dollars (\$5,636.30)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

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

Sincerely,



Kathy Sherry  
Project Manager

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Halfen  
CEO - Northern Inyo Hospital

cc: File



**Turner Construction**  
**Northern Inyo Hospital Construction**  
150 Pioneer Lane  
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June 12, 2012

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

RE: Northern Inyo Hospital Construction  
Project # 1495401  
**Change Order Request Number COR - 337**

Dear Mr. Halfen,

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

<b>PCO No</b>	<b>Description</b>	<b>Amount</b>
705	42 IBs required changes to seismic design. In lieu of evaluating each IB a total quantity was taken from the bid documents to the last IB. The total change was an additional 28 kits. See attachments for additional detail.	\$7,521.34

**Total Amount**            **\$7,521.34**

Funding Source: Owner Contingency

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

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by **Seven thousand five hundred twenty one and 34/100 dollars (\$7,521.34)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

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

Sincerely,



Kathy Sherry  
Project Manager

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Halfen  
CEO - Northern Inyo Hospital

cc: File



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

June 12, 2012

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

RE: Northern Inyo Hospital Construction  
Project # 1495401  
**Change Order Request Number COR - 338**

Dear Mr. Halfen,

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

<b>PCO No</b>	<b>Description</b>	<b>Amount</b>
709	RFI 1229.1 Shower Curtain Mesh added Per ACO Requirement	\$1,326.93
	RFI 1344 Owner Requested Blinds at LDRP Nurse Station	

**Total Amount**            **\$1,326.93**

Funding Source: Owner Contingency

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

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by **One thousand three hundred twenty six and 93/100 dollars (\$1,326.93)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

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

Sincerely,



Kathy Sherry  
Project Manager

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Halfen  
CEO - Northern Inyo Hospital

cc: File

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

July 02, 2012

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

RE: Northern Inyo Hospital Construction  
Project # 1495401  
**Change Order Request Number COR - 339**

Dear Mr. Halfen,

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

<b>PCO No</b>	<b>Description</b>	<b>Amount</b>
714	Testing of the GFI breakers for the existing hospital per the requirement of the IOR.	\$6,791.12

**Total Amount**            **\$6,791.12**

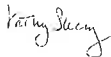
Funding Source: Owner Contingency

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

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by **Six thousand seven hundred ninety one and 12/100 dollars (\$6,791.12)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

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

Sincerely,



Kathy Sherry  
Project Manager

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Halfen  
CEO - Northern Inyo Hospital

cc: File



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

June 22, 2012

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

RE: Northern Inyo Hospital Construction  
Project # 1495401  
**Change Order Request Number COR - 340**

Dear Mr. Halfen,

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

<b>PCO No</b>	<b>Description</b>	<b>Amount</b>
702	IB 365 Installation of a new fire alarm system in the central plant parallel to the existing system prior to the demo of the existing system as required by OSHPD. Local control of EF 1-6, 1-7 and 1-10 as required by OSHPD.	\$25,995.04

**Total Amount            \$25,995.04**


Funding Source: Owner Contingency

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

Please return one (1) copy of this letter indicating your approval of this Change Order Request which increases our Contract by **Twenty five thousand nine hundred ninety five and 04/100 dollars (\$25,995.04)**. This approval will also authorize us to issue Subcontract Change Orders accordingly.

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

Sincerely,



Kathy Sherry  
Project Manager

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Halfen  
CEO - Northern Inyo Hospital

cc: File

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Northern Inyo Hospital - 2012-13 Capital Expenditure Requests									
		1-Budget Year							
		2-Budget Year; Optional							
		3-Future Purchase							
		4-Wish List							
		5-Budget Year; Building Proj Purchase from Operating							
		6-Mckesson Additions							
ID	Department	Description	Est Cost	Life	Req prior	JDH prior	note		
6170	Med/Surg	Pediatric Cart	\$ 2,000.00	10	1	1	for pediatric patients in new hospital required feature as of 1/2012; not originally purchased		
6530	Nursery	Gas Delivery Blender options for Drager/Airshields Radiant Warmer	\$ 8,000.00	10	1	1	1 patient and staff safety to replace obsolete equipment		
7070	RHC	Hoyer Life-Bariatric Power Lift	\$ 4,500.00	10	1	1	to provide additional storage space in new operating room #1 and to make rooms more uniform		
7420	Surgery	Replacement Power Equipment; Orthopedic Surgery Equipment	\$ 35,000.00	10	1	1	replacement of 20 year old microscope that was purchased used, no longer repairable		
7420	Surgery	Supply Cabinet, hinged tempered glass doors with adjustment shelves	\$ 5,500.00	15	1	1	Gurney purchased for new Drawing room does not fit		
7420	Surgery	Zeiss Luminera I Eye Microscope	\$ 75,000.00	5	1	1	allows ECG equipment to be digital		
7503	Laboratory	Power Phlebotomy Chair	\$ 4,900.00	10	1	1	allow for higher quality imaging of foot/ankle in MRI		
7590	EKG	Cardio Soft	\$ 6,817.50	5	1	1	Replace 10 year old machine that had to be repaired approx 35 times this year		
7660	Radiology/MRI	8 Channel FootAnkle Coil for MRI	\$ 42,000.00	5	1	1	auto adjusting system for patients on sleep apnea monitors		
7670	Radiology/Ultrasound	US Machine	\$ 250,000.00	5	1	1	For physician usage in Surgery instead of using PACU Omnicell		
7720	Respiratory Care	BIPAP Auto SV Advanced System	\$ 5,200.00	5	1	1	removal and replacement of asphalt		
8390	Pharmacy	Omnicell for Surgery	\$ 100,000.00	5			preventative every year		
8410	Grounds	Paving of road between Hospital and PMA (estimated by CDP)	\$ 46,725.00	10	1	1			
8460	Maintenance	Patching, Slurry, & Striping various asphalt around Campus	\$ 32,172.00	10	1	1			

ID	Department	Description	Est Cost	Life	Req prior	JDH prior	note
8470	Communications	Cell phone Amplifier	\$ 27,000.00	5	1		To make cell phones work in new hospital building to have remote access in 1 hospital
8462	Biomed	Tablet PC	\$ 1,500.00	5	1		to allow hospital to manage our medical equipment
8462	Biomed	Medical Equipment management Software	\$ 20,000.00	5	1		to maintain power during a power bump
8462	Biomed	Batteries for Phillips Monitors (new monitors came without batteries)	\$ 22,604.82	5	1	1	2-servers for virtual environment
8480	IT	Host Servers-Virtual Environment	\$ 30,000.00	5	1		Media Protection safe for final data storage
8480	IT	Data Storage Safe	\$ 10,000.00	10	1		to furnish Library after move
8690	Medical Library	Furnishing and Fixtures	\$ 5,000.00	10	1		for training using the same equipment used on patients
8740	Staff Development	Emergency Training Equipment; monitor/defibrillator, crash care; Broselow Bag	\$ 20,000.00	5	1		compliance for all clinicals; Conditional upon McKesson
9510	Practice Management	5- McKesson Total Practice Partner; Full-time Doctor Provider's including patient records, CPOE, Billing, Appointment Scheduler and Document Management System	\$ 189,116.90	5	1		
			<u>\$ 943,036.22</u>		<b>1 Total</b>		
7070	RHC	Asphalt at RHC Parking	\$ 62,265.00	10	2		finish RHC Parking lot measure pressure in extremities after surgical procedures
7420	Surgery	Compartmental Syndrome Monitor	\$ 10,000.00	7	2		
7620	EEG	EEG Equipment	\$ 34,116.00	7	1	2	move channels for studies
7630	Radiology	Mckesson Horizon Medical Imaging (McKesson PACs)	\$ 316,000.00	5	2		to fully integrate Radiology with McKesson
7630	Radiology	C-Arm XYZ Table	\$ 9,500.00	5	2		music system for patient comfort in MRI
7660	Radiology/MRI	MRI full sounds system with CD Changer/pod Dock	\$ 5,500.00	5	1	2	lower extremity vascular head/spine imaging in
7660	Radiology/MRI	1.5 Tesla Peripheral Vascular Array MRI Coil	\$ 20,000.00	5	2		For physician usage in Surgery instead of using PACU Omnicell
7660	Radiology/MRI	16 Channel head/neck/spine coil for MRI	\$ 100,000.00	5	2		
8390	Pharmacy	Omnicell for Surgery	\$ 100,000.00	5	2	2	
8410	Landscaping	Concrete repairs or replacements around campus	\$ 20,000.00	10	1	2	
8460	Maintenance	New Roof for MRI Building	\$ 23,000.00	10	2		replace weathered old roof
8480	IT	McKesson ED Clinicals	\$ 92,000.00	5	1	2	ED Management Module for Paragon

ID	Department	Description	Est Cost	Life	Req prior	JDH prior	note
8700	Medical Records	Dictation System	\$ 35,000.00	5	2		estimated costs to replace current FutureNet dictation system
			\$ 827,381.00		2 Total		
8740	Staff Development	Simulation Laboratory	\$ 60,000.00	5	3		patient care training; possible grant funding available
			\$ 60,000.00		3 Total		
			\$ 1,830,417.22		Grand Total		

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## CONTRACT FOR SERVICES

**THIS AGREEMENT IS MADE AND ENTERED INTO** this 1<sup>st</sup> day of August, 2012, by and between Northern Inyo Hospital Foundation, a corporation (“FOUNDATION”) with its principal place of business at 150 Pioneer Lane, Bishop, California 93514, and Marie Boyd (“CONTRACTOR”) an independent contractor, with her principal place of business at 2628 Underwood Lane, Bishop, California 93514.

### RECITALS

**A.** Foundation is a non-profit public benefit corporation organized and existing under the laws of California, whose primary purpose is to benefit Northern Inyo Hospital, an acute care general hospital operated by Northern Inyo County Local Hospital District in Bishop, California.

**B.** Contractor is an accomplished ultra-marathon runner with many years experience in organizing, managing, and participating in long distance running competitions known as “Ultra Marathons” (also described below as “RACES”) which include competitions in the following distances: 100 kilometers, 50 kilometers, 50 miles and 20 miles and whose competitors pay entry fees. Boyd has previously managed such events for Foundation which, in turn, uses the profits to benefit Northern Inyo Hospital.

**C.** Foundation wishes to retain the services of Boyd to organize, manage and coordinate Ultra Marathon races to benefit Northern Inyo Hospital in 2012 and 2013. Boyd desires to provide such services and, to such ends, the parties covenant and agree as follows:

I

**TERM OF CONTRACT**

1.01. This Agreement will be effective as of August 1, 2012 and will continue in effect through June 30, 2013.

II

**SERVICES TO BE PERFORMED BY CONTRACTOR**

2.01. **Specific Services.** Contractor agrees to serve as Ultra Marathon Director for the Foundation and provide the following services (collectively described as “the SERVICES): Coordinate all race activities including, but not limited to, advertising, registration, marking trails, securing permits, obtaining equipment, and awards; receiving, depositing and accounting for monies; purchasing necessary supplies, timing racers, cleaning up after the races, and organizing and coordinating the annual awards presentations for both the 2012 and 2013 races.

2.02. **Method of Performing Services.** Contractor will determine the method, details, and means of performing the services.

2.03. **Status of Contractor.** Contractor enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Contractor agrees that she is not and will not become an employee, partner, agent, or principal of Foundation while this Agreement is in effect. Contractor agrees that she is not entitled to rights or benefits afforded to Foundation’s employees, if any, including disability or unemployment insurance, workers’ compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, and her own expenses, disability, unemployment, and other insurance, workers’ compensation, training, permits, and licenses for herself and for her employees and



subcontractors, if any.

**2.04. Payment of Income Taxes.** Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Foundation to Contractor for services under this Agreement. On request, Contractor will provide Foundation with proof of timely payment. Contractor agrees to indemnify Foundation for any claims, costs, losses, fees, penalties, interest, or damages suffered by Foundation resulting from Contractor's failure to comply with this provision.

**2.05. Use of Employees or Subcontractors.** Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Agreement. Foundation may not control, direct, or supervise Contractor's employees or subcontractors in the performance of those services.

### III

#### COMPENSATION

**3.01. Flat Rate.** In consideration for the Services, Foundation agrees to pay Contractor the sum of THREE THOUSAND DOLLARS for each calendar year in which she performs such services pursuant to this Agreement whether or not the services were performed before the effective date of the Agreement.

**3.02. Date for Payment of Compensation.** Payment as required by Section 3.01 above shall be made before the end of the calendar month immediately following termination of this Agreement.

**3.03. Payment of Expenses.** Contractor will be responsible for all expenses incurred in performing services under this Agreement.

## IV

### **OBLIGATIONS OF CONTRACTOR**

**4.01 Non-Exclusive Relationship.** Contractor may perform services for, and contract with as many additional clients, persons, or companies as Contractor may, in her sole discretion, sees fit.

**4.02. Time and Place of Performing Work.** Contractor may perform the Services at any suitable time and location she chooses.

**4.03. Tools, Materials and Equipment.** Contractor will supply all tools, materials and equipment required to perform the services under this agreement.

**4.04. Workers' Compensation.** Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Foundation for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

**4.05. Contractor's Qualifications.** Contractor represents that she has the qualifications and skills necessary to perform the service under this agreement in a competent, professional manner without the advice or direction of Foundation. This means Contractor is able to fulfill the requirements of this agreement. Failure to perform all the services required under this agreement constitutes a material breach of the agreement. Contractor has complete and sole discretion for the manner in which the work under this agreement will be performed.

**4.06. Liability Insurance.** The parties understand and acknowledge that Northern Inyo County Local Hospital District ("the DISTRICT"), as acknowledged by its consent attached hereto as Exhibit "B," is supplying, and will supply, liability insurance as described with

specificity in Exhibit "A" attached hereto and, by this reference, incorporated herein as though set forth fully and at length. The parties further understand and acknowledge that the District is, by its execution of the Consent following the signatures of the Parties, making a contractual commitment to provide such insurance. The Parties further understand and agree that, without regard to cause or reason, should the District fail to provide such insurance then, and in such event, Foundation would be required to provide it in the amounts stated in Exhibit "A."

**4.07. Indemnity.** Contractor agrees to indemnify, defend, and hold Foundation free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees, and costs, that Foundation may incur as a result of a breach by Contractor of any representation or agreement contained in this agreement.

**4.08. Assignment.** Neither this agreement nor any duties or obligations under this agreement may be assigned by Contractor without the prior written consent of Foundation.

## V

### OBLIGATIONS OF FOUNDATION

**5.01. Cooperation of Foundation.** Foundation agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this agreement.

**5.02. Assignment.** Neither this agreements nor any duties or obligations under this agreement may be assigned by Foundation without the prior written consent of Contractor.

## VI

### TERMINATION OF AGREEMENT

**6.01. Expiration of Agreement.** Unless otherwise terminated as provided in this

agreement, this agreement will continue in effect through midnight of June 30, 2013 whereupon it shall terminate unless renewed in writing by the Parties.

**6.02. Termination on Occurrence of Stated Events.** This agreement will terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party.
- (b) Death of Contractor and/or dissolution of Foundation.
- (c) Assignment of this agreement by either party without the prior written consent of the other.

**6.03. Termination for Default.** If either party defaults in the performance of this agreement or materially breaches any of its provisions, the non-breaching party may terminate this agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this agreement includes, but is not limited to, the following:

- (a) Contractor's failure to complete the services specified in Paragraph 2.01 above.
- (b) Contractor's material breach of any representation or agreement contained in this Agreement.

## VII

### **PROPRIETARY RIGHTS**

**7.01. New Developments.** Contractor agrees that all designs, plans, reports, specifications, drawings, inventions, processes, and other information or items produced by Contractor while performing services under this Agreement will be assigned to Foundation as the

sole and exclusive property of Foundation and Foundation's assigns, nominees, and successors, as will any copyrights, patents, or trademarks obtained by Contractor while performing services under this Agreement. On request and at Foundation's expense, Contractor agrees to help Foundation obtain patents and copyrights for any new developments. This includes providing data, plans, specifications, descriptions, documentation, and other information, as well as assisting Foundation in completing any required application or registration.

**7.02. Internet.** Contractor will, at the earliest reasonable date following June 30, 2013, transfer the [www.bhs50.com](http://www.bhs50.com) website and [www.bhs50.com](http://www.bhs50.com) domain name, race equipment, and mailing list to Foundation. The parties expressly agree and acknowledgment that this obligation of Contractor and right of Foundation shall survive termination of this Agreement.

**7.03. Confidential Information.** Any written, printed, graphic, or electronically or magnetically recorded information furnished by Foundation for Contractor's use are the sole property of Foundation. This proprietary information including, but is not limited to, race requirements, participant and donor lists, marketing information, and information concerning Foundation's employees, products, services and operations.

Contractor will keep this confidential information in the strictest confidence, and will not disclose it by any person except with Foundation's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Contractor's employees, agents, and subcontractors. On termination of this Agreement, Contractor will return any confidential information in her possession to Foundation.

## VIII

### GENERAL PROVISIONS

**8.01. Notices.** Any notices required to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth (5<sup>th</sup>) day after mailing, whichever occurs first.

**8.02. Entire Agreement.** This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for Foundation and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.

**8.03. Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**8.04. Attorney's Fees.** If any action or proceeding, at law or in equity, including one for declaratory relief, be brought to enforce or interpret the provisions of this Agreement, the Court

shall have the power to award a reasonable attorney's fee to the prevailing party in addition to any other relief to which that party may be entitled.

**8.05. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

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

NORTHERN INYO HOSPITAL FOUNDATION  
A California Non-Profit Corporation

by

\_\_\_\_\_  
President

\_\_\_\_\_  
MARIE BOYD

**BETA Risk Management Authority  
A Public Entity  
CERTIFICATE OF COVERAGE**

This is to certify that Healthcare Entity Comprehensive Liability Coverage is in effect for the Named Member, subject to the provisions of the coverage contract listed below.

**NAMED MEMBER:** Northern Inyo County Local Hospital District

**COVERAGE:** Bishop High Sierra Ultramarathon on May 18-20, 2012 - Evidence of general liability coverage

**Certificate Number:** C-11-356

**Effective Date:** 7/1/2011 at 12:01 a.m.

**Expiration Date:** 7/1/2012 at 12:01 a.m.

**Retroactive Date:** 7/1/2004 at 12:01 a.m.

**Coverage Type:** Professional Liability - Claims made and reported  
General Liability - Occurrence

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**Healthcare Entity Comprehensive Liability Coverage  
LIMITS OF LIABILITY**

\$1,000,000

Per Claim

\$1,000,000

Aggregate Per Contract Period

**DEDUCTIBLE**

\$25,000

Per Claim

NONE

Aggregate Per Contract Period

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This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the coverage contract.

**CERTIFICATE HOLDER**

Marie Boyd  
2628 Underwood

Bishop, CA 93514

**CANCELLATION**

Should the above described Coverage Contract be canceled by BETA HEALTHCARE GROUP before the expiration date thereof, BETA HEALTHCARE GROUP will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but the failure to mail such notice shall impose no obligation or liability of any kind upon BETA HEALTHCARE GROUP, its agents or representatives.



Authorized Representative of BHG



**CONSENT TO PROVIDE INSURANCE**

The Board of Directors of Northern Inyo County Local Hospital District, having found by a vote of \_\_\_\_ in open session on July 18, 2012 that it is in the best interest of the public health of the residents of the District to provide the liability insurance described in Exhibit "A" of this Agreement, agrees to do so and consents to be bound by the requirements of Section 4.06 of that certain Contract for Services of even date between Northern Inyo Hospital Foundation and Marie Boyd.

Dated: \_\_\_\_\_, 2012

\_\_\_\_\_  
PETER WATERCOTT, President  
Board of Directors  
Northern Inyo County Local Hospital District

**ATTEST:**

\_\_\_\_\_  
M.C. Hubbard, Secretary

Exhibit "B"

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**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: Pneumatic Tube Use	
Scope: Hospital-Wide	Department:
Source: C.O.O.	Effective Date:

**PURPOSE:**

To ensure that the pneumatic tube system is used by qualified personnel for sending items safely

**POLICY:**

1. Only the following items may be sent through the pneumatic tube system:
  - a. Paper
  - b. Oral solid medications
  - c. Oral liquid medications
  - d. Ampules and Vials
  - e. Intravenous solution bags
  - f. Blood specimen tubes except blood gas specimens (with or without contents)
  - g. Urine specimen cups (with or without contents)
  - h. Body Fluid specimens in screw top or other sealed containers
  - i. Pathology Specimens in screw top containers only. No frozen or unfixed specimens.
  - j. Needles, syringes, administration devices and tubing in their original packages
  - k. Small office supplies (e.g.: pens, paper clips, staples, tape)
2. No unlabeled specimen containers or medications may be sent through the tube system
3. Any liquid sent via the tube system in approved containers must be sealed, labeled and the approved container must be placed in a liquid-secure plastic outer bag with appropriate warnings (e.g.: "Biohazard") before placement into the tube.
4. Temperature-sensitive material may only be sent through the tube system if the sender has documentation the item can withstand temperature excursions outside storage requirements.
5. Items sensitive to shaking, or agitation may not be sent through the tube system.
6. All items must be motion-limited within each tube by foam motion limitation inserts provided.
7. Only personnel trained in the loading, sending and receiving of pneumatic tubes may operate the system.
8. Only personnel trained in the maintenance and repair of the pneumatic tube system may maintain or repair the system.
9. In the event of the tube system break-down the following steps will be taken:
10. Maintenance will be called during the day, or the nursing supervisor will be called after maintenance hours. The nursing supervisor will determine if maintenance is to be called

**NORTHERN INYO HOSPITAL  
POLICY AND PROCEDURE**

Title: Pneumatic Tube Use	
Scope: Hospital-Wide	Department:
Source: C.O.O.	Effective Date:

in. The determining factor will be if there is a tube that must be retrieved from the system that contains mission critical material.

11. Down-time procedures will consist of hand carrying materiel that would have been sent via the tube system.
12. In the event of a spill that is contained within the liquid-secure plastic bag, the bag will be handled using biohazard procedures already existent in the department.
13. In the event of a spill that has escaped the containment liquid-secure plastic bag, the receiving employee must enter "911" into the system to shut it down immediately. The employee must then call their supervisor for further instructions. Supervisors will assess the extent of the spill; contact Environmental Services for clean up procedures. Supervisors will initiate a QRR documenting the incident. Any employee who has been exposed to biohazardous material will be treated in accordance with existing procedures.

Procedure:

1. Check screen to be sure that "SEND TO: \_\_\_\_" is visible
2. Place item(s) in tube (carrier) with its protective padding
3. Securely close tube (carrier)
4. Insert tube (carrier) into launch platform
5. Select destination number from the directory plaque on the station
6. Enter destination number into key pad. (use backspace to correct input errors)
7. Press "Enter"
8. If the entry is correct and you see "SEND QUEUED" in the display, and you are ready to send the tube (carrier), press the red button

Approval	Date
Administration	
Board of Directors	

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NIH  
Imaging  
& ACR

June 28

2012

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Northern Inyo Hospital is now fully accredited by the American  
College of Radiology in all advanced imaging modalities. This Gold  
Seal approval is valid for 3 years.

Northern Inyo Hospital has been awarded a three-year term of accreditation in breast, spine, head and musculoskeletal magnetic resonance imaging (MRI); computed tomography (CT) for adult and pediatric patients; nuclear medicine (NM); nuclear cardiology; obstetrical, gynecological, general and vascular ultrasound (US); and mammography as the result of a recent review by the American College of Radiology (ACR).

The ACR gold seal of accreditation represents the highest level of image quality and patient safety. It is awarded only to facilities meeting ACR Practice Guidelines and Technical Standards after a peer-review evaluation by board-certified physicians and medical physicists who are experts in the field. Image quality, personnel qualifications, adequacy of facility equipment, quality control procedures, and quality assurance programs are assessed. The findings are reported to the ACR Committee on Accreditation, which subsequently provides the practice with a comprehensive report they can use for continuous practice improvement.

The ACR is a national professional organization serving more than 34,000 diagnostic/interventional radiologists, radiation oncologists, nuclear medicine physicians, and medical physicists with programs focusing on the practice of medical imaging and radiation oncology and the delivery of comprehensive health care services.

Of the approximately 750 hospitals and outpatient imaging centers in California, approximately 745 are accredited for mammography; approximately 570 in general MRI; approximately 525 are accredited for CT (only 35% have ACR accreditation for pediatric patients); approximately 245 in nuclear medicine; approximately 235 in US and approximately 130 for breast MRI. **NIH is one of less than 20 facilities in the state of California with ACR accreditation in all areas listed above.**

Northern Inyo Hospital and our Board of Directors should be very proud of our entire imaging team. This could not have been accomplished without every member. The Imaging Department will never stop striving for excellence; our community and patients deserve nothing less.



## **Accreditation Frequently Asked Questions**

### **What should I know about radiation safety?**

Before your imaging procedure, be sure to ask your physician the following questions:

- Why is the test needed?
- How will having the test improve my care?
- Are there alternatives that do not use radiation and deliver similar results?
- Is the facility accredited by the American College of Radiology (ACR)?
- Are pediatric and adult tests delivered using the appropriate radiation doses?

### **Why should I have my imaging exam done at an accredited facility?**

When you see the gold seals of accreditation prominently displayed in our imaging facility, you can be sure that you are in a facility that meets standards for imaging quality and safety. Look for the ACR Gold Seals of Accreditation.

To achieve the ACR Gold Standard of Accreditation, our facility's personnel qualifications, equipment requirements, quality assurance, and quality control procedures have gone through a rigorous review process and have met specific qualifications. It's important for patients to know that every aspect of the ACR accreditation process is overseen by board-certified, expert radiologists and medical physicists in advanced diagnostic imaging.

### **What does ACR accreditation mean?**

- Our facility has voluntarily gone through a vigorous review process to ensure that we meet nationally-accepted standards of care.
- Our personnel are well qualified, through education and certification, to perform medical imaging, interpret your images, and administer your radiation therapy treatments.
- Our equipment is appropriate for the test or treatment you will receive, and our facility meets or exceeds quality assurance and safety guidelines.

### **What does the gold seal mean?**

When you see the ACR gold seal, you can rest assured that your prescribed imaging test will be done at a facility that has met the highest level of imaging quality and radiation safety. The facility and its personnel have gone through a comprehensive review to earn accreditation status by the American College of Radiology (ACR), the largest and oldest imaging accrediting body in the U.S. and a professional organization of 34,000 physicians.





# American College of Radiology

The Mammographic Imaging Services of

**Northern Inyo Hospital  
Bishop, CA**

were surveyed by the  
Committee on Mammography Accreditation of the  
Commission on Quality and Safety

The following unit was approved :

**General Electric Co. (GE Medical Systems)  
SENOGRAPHE ESSENTIAL 2007**

MAP ID # 01954-03

*Accredited from :*

**July 22, 2009 through November 17, 2012**

*Debra J. Montross, MD, FACR*

CHAIR, COMMITTEE ON MAMMOGRAPHY ACCREDITATION

*Carl K. Lund*

PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY



**American College of Radiology**  
**Magnetic Resonance Imaging Services of**

**Northern Inyo Hospital**

**150 Pioneer Lane  
Bishop, California 93514**

were surveyed by the  
Committee on MRI Accreditation of the  
Commission on Quality and Safety

The following magnet was approved

**General Electric SIGNA EXCITE 2003**

For

**Head, Spine, MSK**

Accredited from:

**October 15, 2010 through October 15, 2013**

A handwritten signature in black ink, appearing to read "Chad R.", positioned above a horizontal line.

CHAIRMAN, COMMITTEE ON MRI ACCREDITATION

A handwritten signature in black ink, appearing to read "James H. Hall, MD", positioned above a horizontal line.

PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY



# American College of Radiology

Computed Tomography Services of

**Northern Inyo Hospital**

**150 Pioneer Lane  
Bishop, California 93514**

were surveyed by the  
Committee on Computed Tomography Accreditation of the  
Commission on Quality and Safety

The following unit was approved

**General Electric Medical Systems LIGHTSPEED VCT 64  
SL 2007**

For

**Adult and Pediatric Patients  
Head/Neck, Chest, Abdomen**

Accredited from:

**June 06, 2012 through June 06, 2015**

A handwritten signature in black ink, appearing to read "Mark Armstrong".

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CHAIRMAN, COMMITTEE ON COMPUTED  
TOMOGRAPHY ACCREDITATION

A handwritten signature in black ink, appearing to read "Samuel S. Brown".

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PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY



# American College of Radiology

Nuclear Medicine Services of

**Northern Inyo Hospital**

**150 Pioneer Lane  
Bishop, California 93514**

were surveyed by the  
Committee on Nuclear Medicine Accreditation of the  
Commission on Quality and Safety

The following unit was approved

**General Electric Medical Systems HAWKEYE 4 2007**

For

**Planar, SPECT, Nuclear Cardiology**

Accredited from:

**June 18, 2012 through June 18, 2015**

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CHAIR, COMMITTEE ON NUCLEAR MEDICINE  
ACCREDITATION

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PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY



# American College of Radiology

Ultrasound Services of

**Northern Inyo Hospital**

**150 Pioneer Lane  
Bishop, California, 93514**

were surveyed by the  
Committee on Ultrasound Accreditation of the  
Commission on Quality and Safety

Accredited for

**Obstetrical (1st, 2nd and 3rd Trimesters), Gynecological,  
General, Vascular**

including

Cerebrovascular, Deep Abdominal Vascular, Peripheral Vascular

Accredited from:

**June 22, 2012 through June 22, 2015**

A handwritten signature in black ink, appearing to read "John M. Benson MD FRCR".

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CHAIRMAN, COMMITTEE ON ULTRASOUND ACCREDITATION

A handwritten signature in black ink, appearing to read "Samuel J. Brown MD".

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PRESIDENT, AMERICAN COLLEGE OF RADIOLOGY

UAP# 50439



# American College of Radiology

Breast MR Imaging Services of

**Northern Inyo Hospital**

**150 Pioneer Lane  
Bishop, California 93514**

were surveyed by the  
Committee on Breast MRI Accreditation of the  
Commission on Quality and Safety

The following unit was approved  
**General Electric SIGNA EXCITE HDXT 2003**

Accredited from:  
**June 28, 2012 through June 28, 2015**

A handwritten signature in black ink, reading "Debra J. Montemio, MD, FACR".

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CO-CHAIR, COMMITTEE ON BREAST  
MRI ACCREDITATION

A handwritten signature in black ink, reading "R E Hendrick".

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CO-CHAIR, COMMITTEE ON BREAST  
MRI ACCREDITATION

A handwritten signature in black ink, which is partially illegible but appears to be "Joseph".

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PRESIDENT, AMERICAN  
COLLEGE OF RADIOLOGY

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

This Agreement is made and entered into on this first day of March, 2012 by and between Northern Inyo County Local Hospital District ("District") and Charlotte Helvie, MD ("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 Critical Access hospital serving northern Inyo County, California, including the communities of Bishop and Big Pine.
- B. The District Board of Directors has found, by Resolution No. 09-01, that it will be in the best interests of the public health of the aforesaid communities to obtain a licensed physician who is a board-certified/eligible specialist in the practice of General Pediatrics, to practice in said communities, on the terms and conditions set forth below.
- C. Physician is a physician, engaged in the private practice of medicine, licensed to practice medicine in the State of California, and a member of the American College of Pediatricians. Physician desires to maintain her practice ("Practice") in Bishop, California, and practice Pediatrics in the aforesaid communities.

**IN WITNESS WHEREOF, THE PARTIES AGREE AS FOLLOWS:**

**I.  
COVENANTS OF PHYSICIAN**

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

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



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

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

- a) Maintain Active Medical Staff (“Medical Staff”) membership with Pediatric privileges sufficient to support a part time PEDIATRIC practice, for the term of this Agreement.
- b) Provide on-call coverage to the Hospital’s Emergency Services within the scope of privileges granted to her by Hospital and as required by the Hospital Medical Staff. Physician shall not be required to provide more than fifty percent (50%) of the annual call in weekly increments (4,380 hours annually) unless otherwise agreed upon from time to time. The minimum call requirement shall be 2,920. Physician shall be solely responsible for call coverage for her personal private practice.
- c) Maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred, and revenue acquired, pursuant to this Agreement to the extent, and in such detail, as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, services, and other costs and expenses of whatever nature, for which she may claim payment or reimbursement from the District. Physician acknowledges and agrees that any federal office authorized by law shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of Physician which are relevant to this Agreement, at all reasonable times for a period of four (4) years following the termination of this Agreement, during which period Physician shall preserve and maintain said books, documents, papers, and records. Physician further agrees to transfer to the District, upon termination of this Agreement, any books, documents, papers or records which possess long-term [*i.e.*, more than four (4) years] value to the Hospital. Physician shall include a clause providing similar access in any sub-contract she may enter with a value of more than Ten Thousand Dollars (\$10,000) or for more than a twelve (12) month period, when said sub-contract is with a related organization.
- d) At all times comply with all relevant policies, rules and regulations of the Hospital, subject to California and federal statutes governing the practice of medicine.
- e) District expressly agrees that said services might be performed by such other qualified physicians as the Physician may employ or otherwise provide so long as each such physician has received proper training, is properly licensed, has been granted privileges by the Hospital Medical Staff, and has received approval in writing from the Hospital.

## II.

### COVENANTS OF THE DISTRICT

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

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

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

### **III.** **COMPENSATION**

- 3.01. Compensation.** During the term of this agreement, District shall guarantee Physician an annual income of **\$138,306**, payable to Physician at the higher of 50% of fees collected for services rendered in Section II or the rate of \$5,319.46 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 and shall be adjusted for Cost of Living at the same rates and conditions as Hospital 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. Physician's expensed shall be limited to \$1,000 per annualized policy period.
- 3.03. Health Insurance.** For 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 in a manner like other physicians with similar agreements,. or, at NIH's direction, the Physician will maintain her own health insurance and will be reimbursed by the District.
- 3.04. Billing for Professional Services.** Subject to section 2.05 above, Physician assigns to District all claims, demands and rights of Physician to bill and collect for all professional services rendered to Practice patients, for all billings for Pediatric services, 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 Pediatric services performed at the Hospital, and for managing all Practice receivables and payables, including those related to Medicare and MediCal beneficiaries. Physician shall not bill or collect for any services rendered to Practice patients or Hospital patients, and all Practice receivables and billings shall be the sole and exclusive property of the Practice. In particular, any payments made pursuant to a payer agreement (including co-payments made by patients) shall constitute revenue of the Practice. In the event payments are made to Physician pursuant to any payer agreement, Physician shall promptly remit the payments directly to Hospital.
- 3.05. CME and Vacation Expense.** The hospital will reimburse 50% of pre-approved (by the hospital Administrator) necessary CME expense incurred by the physician. Additionally Physician shall be entitled to four weeks (24 shifts) of vacation, compensated at the rate (s) in 3.01.
- 3.06 Retention.** Hospital will retain 50% of all fees collected from the activities of Physician/practice in exchange for the services rendered in II above.

#### **IV. TERM AND TERMINATION**

- 4.01. Term.** The term of this Agreement shall be two (2) years beginning on the 7/23/2012. This Agreement may be renewed, by written instrument signed by both parties, no later than 120 days before its expiration date.
- 4.02. Termination.** Notwithstanding the provisions of section 4.01, this Agreement may be terminated:
- a) By Physician at any time, without cause or penalty, upon one hundred and eighty (180) days' prior written notice to the other party;

- b) Immediately by Hospital in its sole discretion if Physician fails to maintain the professional standards described in Article V of this Agreement;
- c) Immediately upon closure of the Hospital or Practice;
- d) By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, restricts, limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party's rights or obligations under this Agreement; provided that in such event, Hospital must give notice to Physician equal to that provided to Hospital by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment; or
- e) By either party in the event of a material breach by the other party and, in such event, the non-breaching party shall have the right to terminate this Agreement after providing thirty (30) days' written notice to the breaching party, explaining the breach, unless such breach is cured to the satisfaction of the non-breaching party within the thirty (30) days.

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

## **V.** **PROFESSIONAL STANDARDS**

**5.01. Medical Staff Membership.** It is a condition of this Agreement that Physician maintains Active Medical Staff membership on the Hospital Medical Staff with appropriate clinical privileges and 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;
- d) Maintain professional liability coverage in an amount required for membership on the Active Medical Staff of Hospital;
- e) Participate in continuing education as necessary to maintain licensure and the current standard of practice; and
- f) Comply with all applicable laws, rules and regulations of any and all governmental authorities, and applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations.

- g) At all times conduct herself, professionally and publicly, in accordance with the standards of the medical profession, the American College of Pediatricians, the Hospital Medical Staff, and the District. Further, she shall not violate any California law which prohibits (1) driving a motor vehicle under the influence of alcohol or prescription drugs or the combined influence of such substances, (2) unlawful use of controlled substances, (3) being intoxicated in a public place in such a condition as to be a danger to herself or others, and/or (4) conduct justifying imposition of an injunction prohibiting harassment of Hospital employees in their workplace. Entry of any injunction, judgment, or order against Physician based upon facts, which constitutes the above offenses, shall be a material breach of this Agreement.

## VI.

### RELATIONSHIP BETWEEN THE PARTIES

#### 6.01. Professional Relations.

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

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

## VII.

### GENERAL PROVISIONS

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

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

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

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

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

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

**7.04. No Referral Fees.** No payment or other consideration shall be made under this Agreement for the referral of patients, by Physician, to Hospital or to any nonprofit corporation affiliated with District.

**7.05. Repayment of Inducement.** The parties stipulate and agree that the income guaranteed to Physician under this Agreement, and the covenants of the District to provide office space, 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: Charlotte Helvie, MD  
152 Pioneer Lane, Suite H  
Bishop, CA 93514

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

- 7.11. **Records.** All files, charts and records, medical or otherwise, generated by Physician in connection with services furnished during the term of this Agreement are the property of Physician. Physician agrees to maintain medical records according to Practice policies and procedures and in accordance with community standards. Each party agrees to maintain the confidentiality of all records and materials in accordance with all applicable state and federal laws. Hospital agrees to permit Physician to have access, during or after the term of the Agreement, to 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 between the parties.
- 7.15. **Waiver.** The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.
- 7.16. **Gender and Number.** Use of the masculine gender shall mean the feminine or neuter, and the plural number the singular, and vice versa, as the context shall indicate.
- 7.17. **Authority and Executive.** By their signature below, each of the parties represent that they have the authority to execute this Agreement and do hereby bind the party on whose behalf their execution is made.
- 7.18. **Construction.** This Agreement has been negotiated and prepared by both parties and it shall be assumed, in the interpretation of any uncertainty, that both parties caused it to exist.

NORTHERN INYO COUNTY  
LOCAL HOSPITAL DISTRICT

PHYSICIAN

By \_\_\_\_\_  
Peter J. Watercott, President  
Board of Directors

By \_\_\_\_\_  
Charlotte Helvie, MD

APPROVED AS TO FORM:

\_\_\_\_\_  
Douglas Buchanan  
NICLHD Legal Counsel



## **EXHIBIT A**

### **SCOPE OF DUTIES OF THE PHYSICIAN**

#### POSITION SUMMARY

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

Specifically, the Physician will:

1. Provide high quality primary medical care services.
2. Direct the need for on-going educational programs that serve the patient.
3. Evaluate and develop treatment plans to facilitate the individual healthcare needs of each patient.
4. Work with all Practice personnel to meet the healthcare needs of all patients.
5. Assess, evaluate, and monitor on-going health care and medication of Practice patients.
6. Manage all medical and Pediatric 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.

**END**